

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

ANNUAL BUDGET DISCLOSURE STATEMENTS  
FOR YEAR  
BEGINNING JANUARY 1, 2017 - ENDING DECEMBER 31, 2017



Associa Northern California  
485 Alberto Way, Suite 210  
Los Gatos, CA 95032

[www.associanortherncalifornia.com](http://www.associanortherncalifornia.com)

## FREMONT VISTAS HOMEOWNERS ASSOCIATION

c/o Associa Northern California  
485 Alberto Way, Suite 210  
Los Gatos, CA 95032

November 8, 2016

Dear Member of FREMONT VISTAS HOMEOWNERS ASSOCIATION,

In the following pages you will find documents pertaining to your Association's budget, policies, and disclosure requirements. Please take a moment to read these documents carefully as each is important to the operation of your association and may impact you or your home.

### Annual Budget Report

The most important document enclosed is your 2017 Operating Budget. The Board of Directors and Associa Northern California are tasked with ensuring a secure financial future of the Association's assets and your home value. The budget for 2017 was approved by the Board of Directors with the intent of providing this security as well as maintaining and enhancing the community's facilities, appearance, and resident's quality of life.

After review of previous years' expenses and anticipated future expenses, the Board of Directors has approved a Monthly Assessment for 2017 of: \$360. This represents an increase of 2.86%. The 2017 Monthly Assessment becomes effective January 1, 2017. Statements and/or coupon books will be mailed to you prior to this date.

Also enclosed, please find the 2017 Reserve Study Summary and Funding Disclosure Summary. These documents review the Association's reserve fund. The reserve fund and the funding plan are established to provide for the maintenance and replacement of the Association's capital assets and major components. The Board of Directors does not anticipate a Special Assessment to provide adequate reserve funds to repair, replace, or restore any major association component.

### Annual Policy Statement

The Rules and Policies included in this package are important documents in the governance of your Association. Please read these documents carefully as they are guidelines for the Association, homeowners, and residents.

The Disclosure Documents are included to keep all owners aware of every owner's rights and responsibilities and applicable laws. While these disclosures are required by California Civil Code, we do feel it is important for all association members to be fully informed.

Thank you for your time in reviewing these important documents. We recommend you keep these documents with other important information about your home. This information can be helpful for working with the Association or in the sale or refinance of your home. If you should have any questions or concerns, please do not hesitate to contact our office.

Sincerely,

Associa Northern California

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

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**Budget Summary Report**  
**Fremont Vistas**  
**Dept: 240 - Operating**  
**2017 APPROVED BUDGET - 60 units**

	<b>2016 Budget</b>	<b>2017 Budget</b>	<b>2017 Monthly Budget</b>	<b>Monthly Budget Per Unit</b>
<b>Assessment Income</b>				
4000 - Income from Member Fees	252,000.00	259,200.00	21,600.00	360.00
<b>Total Assessment Income</b>	<b>252,000.00</b>	<b>259,200.00</b>	<b>21,600.00</b>	<b>360.00</b>
<b>Total Operating Income</b>	<b>252,000.00</b>	<b>259,200.00</b>	<b>21,600.00</b>	<b>360.00</b>
<b>Administrative</b>				
5025 - Collection Charges	95.00	95.00	7.92	0.13
5050 - Emergency/OnCall Service	360.00	360.00	30.00	0.50
5075 - Meeting Room Rentals	600.00	500.00	41.67	0.69
5100 - Records Storage	1,000.00	1,200.00	100.00	1.67
5105 - Reserve Study	375.00	375.00	31.25	0.52
5195 - Other Administrative Services	750.00	750.00	62.50	1.04
<b>Total Administrative</b>	<b>3,180.00</b>	<b>3,280.00</b>	<b>273.34</b>	<b>4.55</b>
<b>Communications</b>				
5210 - Printing & Copying	5.00	200.00	16.67	0.28
5215 - Postage	10.00	50.00	4.17	0.07
<b>Total Communications</b>	<b>15.00</b>	<b>250.00</b>	<b>20.84</b>	<b>0.35</b>
<b>Insurance</b>				
5400 - Insurance Premiums	14,109.00	14,000.00	1,166.67	19.44
5470 - Other Insurance Premiums	750.00	750.00	62.50	1.04
<b>Total Insurance</b>	<b>14,859.00</b>	<b>14,750.00</b>	<b>1,229.17</b>	<b>20.48</b>
<b>Utilities</b>				
6000 - Electric Service	2,200.00	2,400.00	200.00	3.33
6005 - Gas Service	14,250.00	14,750.00	1,229.17	20.49
6025 - Water Service	26,265.00	26,265.00	2,188.75	36.48
6035 - Trash and Recycling Service	24,000.00	26,000.00	2,166.67	36.11
<b>Total Utilities</b>	<b>66,715.00</b>	<b>69,415.00</b>	<b>5,784.59</b>	<b>96.41</b>
<b>Landscaping</b>				
6100 - Grounds & Landscaping - Contract	21,000.00	21,900.00	1,825.00	30.42
6150 - Seasonal Color/Plantings	600.00	600.00	50.00	0.83
6160 - Tree Maintenance	3,000.00	2,400.00	200.00	3.33
<b>Total Landscaping</b>	<b>24,600.00</b>	<b>24,900.00</b>	<b>2,075.00</b>	<b>34.58</b>
<b>Irrigation</b>				
6200 - Irrigation Repair & Maintenance	2,000.00	2,000.00	166.67	2.78
<b>Total Irrigation</b>	<b>2,000.00</b>	<b>2,000.00</b>	<b>166.67</b>	<b>2.78</b>
<b>Contracted Services</b>				
6430 - Janitorial Services	7,500.00	8,000.00	666.67	11.11
6434 - Pest Control	4,000.00	3,500.00	291.67	4.86
<b>Total Contracted Services</b>	<b>11,500.00</b>	<b>11,500.00</b>	<b>958.34</b>	<b>15.97</b>
<b>Repair &amp; Maintenance</b>				
6515 - Building Repair & Maintenance	600.00	918.65	76.55	1.28
6600 - General Repair & Maintenance	2,555.00	2,555.00	212.92	3.55
6620 - Gutter Repair & Maintenance	0.00	0.00	0.00	0.00

**Budget Summary Report**  
**Fremont Vistas**  
**Dept: 240 - Operating**  
**2017 APPROVED BUDGET - 60 units**

	<b>2016 Budget</b>	<b>2017 Budget</b>	<b>2017 Monthly Budget</b>	<b>Monthly Budget Per Unit</b>
<b>Repair &amp; Maintenance</b>				
6635 - Janitorial Supplies & Maintenance	0.00	500.00	41.67	0.69
6640 - Lighting Supplies/Repair & Maintenance	2,500.00	2,500.00	208.33	3.47
6645 - Locks & Keys Repair & Maintenance	300.00	250.00	20.83	0.35
6690 - Pest Control Supply/Repair & Maintenance	250.00	200.00	16.67	0.28
6695 - Plumbing Supplies/Repair & Maintenance	4,500.00	4,000.00	333.33	5.56
6725 - Roof Repair & Maintenance	250.00	250.00	20.83	0.35
6795 - Other Supplies/Repair & Maintenance	500.00	500.00	41.67	0.69
<b>Total Repair &amp; Maintenance</b>	<b>11,455.00</b>	<b>11,673.65</b>	<b>972.80</b>	<b>16.22</b>
<b>Professional Services</b>				
7000 - Audit & Tax Services	2,045.00	2,100.00	175.00	2.92
7030 - Legal Services - General Counsel	1,200.00	1,200.00	100.00	1.67
7040 - Management Fees	18,255.00	19,167.75	1,597.31	26.62
<b>Total Professional Services</b>	<b>21,500.00</b>	<b>22,467.75</b>	<b>1,872.31</b>	<b>31.21</b>
<b>Taxes</b>				
9000 - Federal Income Tax	0.00	0.00	0.00	0.00
9005 - State Income Tax	10.00	50.00	4.17	0.07
<b>Total Taxes</b>	<b>10.00</b>	<b>50.00</b>	<b>4.17</b>	<b>0.07</b>
<b>Other Expenses</b>				
9105 - Reserve Contribution Expense	96,166.00	98,913.60	8,242.80	137.38
<b>Total Other Expenses</b>	<b>96,166.00</b>	<b>98,913.60</b>	<b>8,242.80</b>	<b>137.38</b>
<b>Total Operating Expense</b>	<b>252,000.00</b>	<b>259,200.00</b>	<b>21,600.03</b>	<b>360.00</b>
<b>Total Operating Net Income / (Loss)</b>	<b>0.00</b>	<b>0.00</b>	<b>(0.03)</b>	<b>(0.00)</b>

**Budget Summary Report**  
**Fremont Vistas**  
**Dept: RESERVE - Reserves**  
**2017 APPROVED BUDGET - 60 units**

	<b>2016 Budget</b>	<b>2017 Budget</b>	<b>2017 Monthly Budget</b>	<b>Monthly Budget Per Unit</b>
<b>Investment Income</b>				
4905 - Reserve Contribution Income	96,166.00	99,051.00	8,254.25	137.57
<b>Total Investment Income</b>	<b>96,166.00</b>	<b>99,051.00</b>	<b>8,254.25</b>	<b>137.57</b>
<b>Total Reserves Income</b>	<b>96,166.00</b>	<b>99,051.00</b>	<b>8,254.25</b>	<b>137.57</b>
<b>Reserve Expenses</b>				
9822 - Carport Expenses	1,575.00	1,575.00	131.25	2.19
9828 - Concrete Expenses	2,100.00	1,050.00	87.50	1.46
9832 - Consultant Expenses	0.00	0.00	0.00	0.00
9852 - Fences, Gates & Walls Expenses	4,200.00	5,510.00	459.17	7.65
9870 - Gazebo Expenses	0.00	0.00	0.00	0.00
9884 - Irrigation Expenses	8,505.00	8,505.00	708.75	11.81
9886 - Landscape Expenses	3,413.00	3,413.00	284.42	4.74
9896 - Loan Expenses	0.00	0.00	0.00	0.00
9914 - Painting Expenses	99,100.00	99,100.00	8,258.33	137.64
9918 - Pest Control Expenses	46,000.00	46,000.00	3,833.33	63.89
9920 - Plumbing Expenses	1,050.00	95,925.00	7,993.75	133.23
9930 - Railings Expenses	1,313.00	0.00	0.00	0.00
9944 - Siding/Wood Replacement Expenses	115,000.00	115,000.00	9,583.33	159.72
9946 - Signs Expenses	525.00	525.00	43.75	0.73
9952 - Street Expenses	22,185.00	0.00	0.00	0.00
<b>Total Reserve Expenses</b>	<b>304,966.00</b>	<b>376,603.00</b>	<b>31,383.58</b>	<b>523.06</b>
<b>Total Reserves Expense</b>	<b>304,966.00</b>	<b>376,603.00</b>	<b>31,383.58</b>	<b>523.06</b>
<b>Total Reserves Net Income / (Loss)</b>	<b>(208,800.00)</b>	<b>(277,552.00)</b>	<b>(23,129.33)</b>	<b>(385.49)</b>
<b>Total Association Net Income / (Loss)</b>	<b>(208,800.00)</b>	<b>(277,552.00)</b>	<b>(23,129.36)</b>	<b>(385.49)</b>



**Fremont Vista Homeowners Association**  
Fremont, California

Date: 10/27/2016  
Units: 60  
Fiscal Year End: 12/31/2017

## Assessment and Reserve Funding Disclosure Summary for the fiscal year ending 2017

(1) The current avg. regular assessment per ownership interest is:     \$360.00     per     month    

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found in your operating budget.

(2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members are as follows:

Date Assessment is Due	Amount per ownership interest per month or year (If assessments are variable, see note immediately below)	Purpose of the assessment
<b>Please refer to the enclosed cash flow scenario for anticipated future reserve fund contribution levels</b>		

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found in your operating budget.

(3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? Yes No

(4) If the answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members?

Approximate Year Assessment will be needed	Amount per ownership interest per month or year (If assessments are variable, see note immediately below)

(5) All major components, with less than 30 years remaining life, are included in the reserve study and are included in it's calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount needed in the reserve fund at the end of the current fiscal year is: \$1,253,937.50, based in whole or in part on the last reserve study or update prepared by Associa Reserve studies as of October 27, 2016. The projected reserve fund cash balance at the end of the current fiscal year is \$664,886.45, resulting in reserves being 53 percent funded at this date.



**Fremont Vista Homeowners Association**  
Fremont, California

Date: 10/27/2016  
Units: 60  
Fiscal Year End: 12/31/2017

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## Assessment and Reserve Funding Disclosure Summary for the fiscal year ending 2017

(7) For the purposes of preparing this summary pursuant to Section 5570 of the Davis-Stirling Act, the following are assumed to be true.

1. "Estimated remaining Useful life" means the time reasonably calculated to remain before a major component will require replacement.
2. "Major component" is defined in Section 5500 of the Davis-Stirling Act. Components with an estimated remaining life of more than thirty (30) years may be included in a study as a capital asset or disregarded from the reserve calculations, so long as the decision is revealed in the reserve fund study report and is reported in this Assessment and Reserve Fund Disclosure Summary.
3. This form shall accompany each Pro Forma Operating Budget or Summary thereof that is delivered pursuant to the requirements of the Davis-Stirling Act. This form may be supplemented or modified to clarify the information delivered, so long as the minimum requirements are met.
4. For the purpose of this report and summary, the amount of reserve needed to be accumulated for any component at any given time shall be computed as the current cost of replacement or repair multiplied by the number of years the component has been in service divided by the useful of the component. This shall not be construed as to require the Board of Directors to fund their reserve fund in accordance with this calculation.

### ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY DISCLAIMERS

#### DISCLAIMER 1

The association as part of its reserve study and funding analysis has prepared a cash flow statement to meet the needs of the association's reserve components over the course of the next 30 years. The currently elected board is not empowered to approve future years assessments but it is assumed that future Board of Directors will update and follow the assumptions contained within the cash flow summary.

#### DISCLAIMER 2

The associations board of directors has relied on information, opinions, reports and statements presented to it by vendors, contractors, reserve analysts, CPAs and/or other professionals ("Professionals") in preparing the reserve study and is relying upon this information, financial data and reports pursuant to the California Corporations Code in providing the association membership and/or prospective purchasers the information contained in this Assessment and Reserve Funding Disclosure Summary. The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information supplied to the association board of directors from said Professionals. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this disclosure summary. Since the information provided has been based on assumptions over a thirty (30) year period the accuracy of the information may be less than reliable. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God can not be accounted for and are excluded when assessing life expectancy of each component. The reserve study includes only items that the association has a clear and express responsibility to maintain, pursuant to the association's CC&R's.

The answer to this question was based on the attached cash flow analysis using the data in the reserve study and is only accurate to the extent the assumptions over the next thirty (30) years hold true.





Fremont Vista Homeowners Association  
Fremont, California

Date: 10/27/2016  
Units: 60  
Fiscal Year End: 12/31/2017

**Assessment and Reserve Funding Disclosure Summary  
for the fiscal year ending 2017**

**DISCLAIMER 3**

The association intends to review its reserve fund on an annual basis, consistent with California Civil Code section 5500, as well as causing a new reserve study to be conducted every three (3) years, the association could increase regular assessments to facilitate additional reserve funding and/or levy association could increase regular assessments to facilitate additional reserve funding and/or levy special assessments to fund reserve over the course of the next thirty (30) years. Please see the attached cash flow analysis for any potential future special assessments and/or regular assessment increases.

**DISCLAIMER 4**

The information contained within the disclosure statement, cash flow projections and percent funded calculation is based on a reserve study prepared by                     Associa Reserve Studies                     during the           2014           fiscal year. The Davis-Stirling act requires that every association to "at least once every three years, the board of directors shall cause to be conducted a reasonably competent and diligent visual inspection of the accessible areas of the major components which the association is obligated to repair, replace, or maintain as part of a study of the reserve account requirements of the common interest development". The association is required to conduct their next reserve study inspection in the                     2017                     fiscal year.

**DISCLAIMER 5**

The following assumptions were made in this study.

Inflation Rate is computed at	2.50%
Net Rate of return on Investments	1.50%
Unscheduled Maintenance Allowance.	5.00%

**DISCLAIMER 6**

The complete reserve study is available to you through your management company. Please contact your community manager at the address below for a copy of the complete study. Please note there may be a fee for this service.

Associa Northern California  
8000 Jarvis Avenue, Entry 2  
Newark, CA 94560  
(510) 780-8587



## Fremont Vista Homeowners Association

Fremont, California

Date: 10/27/2016

Units: 60

Fiscal Year End: 12/31/2017

### Community Information

Fiscal Year Start	January 1, 2017
Fiscal Year End	December 31, 2017
Year Built	1970
Number of Units	60
Last Inspected	8/13/2014

### Computation Parameters

Inflation Rate	2.50 %
Interest Rate	1.50 %
Threshold Factor	5.00 %
2016 Fund Contribution	\$ 96,166

### Status of the Reserve Fund at December 31, 2016

Reserve Fund Cash Balance as of May 31, 2016	603,199.34
Anticipated Interest Revenue prior to December 31, 2016	5,304.85
Anticipated Reserve Fund Contribution prior to December 31, 2016	56,382.26
Anticipated Reserve Fund Expenditures prior to December 31, 2016	0.00
<b>Projected Reserve Fund Cash Balance at December 31, 2016</b>	<b>664,886.45</b>
Projected Fully Funded Balance	1,253,937.50
<b>Percent Funded</b>	<b>53 %</b>
<b>Avg. Reserve Fund Surplus / (Deficit) per Member</b>	<b>(9,817.52)</b>

### Cashflow Funding Plan - Five Year Funding Plan Summary

Fiscal Year Ending	Annual Reserve Contribution	Mo. Reserve Assessment	Percent Funded
2017	98,914	137.38	40%
2018	105,343	146.31	43%
2019	112,190	155.82	45%
2020	119,483	165.95	26%
2021	127,249	176.73	30%

\* Summary Notice: This five year funding plan summary is provided in accordance with California Civil Code Section 5300(b)(3). The full reserve study plan is available and will be provided, by the Association, to any member upon request.



**Fremont Vista Homeowners Association**

Fremont, California

Date: 10/27/2016

Units: 60

Fiscal Year End: 12/31/2017

Fiscal Year Ending	Annual Reserve Contribution	Monthly Reserve Assmnt.	Percent Increase	Anticipated Beginning Cash Bal.	Estimated Interest	Anticipated Reserve Expense	Anticipated Special Assmnt.	Anticipated FYE Reserve Balance	Fully Funded Balance	Surplus/ (Deficit) of FFB	Projected FYE Percent Funded
2017	98,914	137.38	2.86%	664,886	9,973	376,603		397,170	998,494	-601,324	40%
2018	105,343	146.31	6.50%	397,170	5,958	31,726		476,744	1,115,919	-639,175	43%
2019	112,190	155.82	6.50%	476,744	7,151	41,810		554,276	1,229,301	-675,025	45%
2020	119,483	165.95	6.50%	554,276	8,314	437,837		244,236	952,672	-708,436	26%
2021	127,249	176.73	6.50%	244,236	3,664	53,752		321,397	1,056,475	-735,078	30%
2022	131,066	182.04	3.00%	321,397	4,821	59,470		397,815	1,160,498	-762,684	34%
2023	134,998	187.50	3.00%	397,815	5,967	263,509		275,271	1,066,510	-791,239	26%
2024	139,048	193.12	3.00%	275,271	4,129	88,066		330,382	1,149,127	-818,745	29%
2025	143,220	198.92	3.00%	330,382	4,956	7,356		471,202	1,318,121	-846,919	36%
2026	147,516	204.88	3.00%	471,202	7,068	233,621		392,166	1,268,765	-876,600	31%
2027	151,942	211.03	3.00%	392,166	5,882	118,917		431,073	1,336,662	-905,589	32%
2028	156,500	217.36	3.00%	431,073	6,466	7,922		586,117	1,521,129	-935,012	39%
2029	161,195	223.88	3.00%	586,117	8,792	338,281		417,823	1,383,823	-965,999	30%
2030	166,031	230.60	3.00%	417,823	6,267	15,457		574,665	1,569,982	-995,317	37%
2031	171,012	237.52	3.00%	574,665	8,620	72,516		681,781	1,707,911	-1,026,130	40%
2032	176,142	244.64	3.00%	681,781	10,227	283,047		585,104	1,643,038	-1,057,934	36%
2033	181,427	251.98	3.00%	585,104	8,777	10,521		764,786	1,853,455	-1,088,669	41%
2034	186,869	259.54	3.00%	764,786	11,472	627,373		335,754	1,456,777	-1,121,023	23%
2035	192,476	267.33	3.00%	335,754	5,036	354,391		178,875	1,327,773	-1,148,899	13%
2036	198,250	275.35	3.00%	178,875	2,683	76,050		303,757	1,478,610	-1,174,852	21%
2037	204,197	283.61	3.00%	303,757	4,556	87,850		424,661	1,626,259	-1,201,598	26%
2038	210,323	292.12	3.00%	424,661	6,370	27,138		614,216	1,843,276	-1,229,060	33%
2039	216,633	300.88	3.00%	614,216	9,213	130,559		709,503	1,967,383	-1,257,881	36%
2040	223,132	309.91	3.00%	709,503	10,643	10,654		932,623	2,219,714	-1,287,091	42%
2041	229,826	319.20	3.00%	932,623	13,989	486,244		690,195	2,008,108	-1,317,913	34%
2042	236,721	328.78	3.00%	690,195	10,353	107,042		830,226	2,175,892	-1,345,666	38%
2043	243,822	338.64	3.00%	830,226	12,453	39,008		1,047,493	2,421,520	-1,374,027	43%
2044	251,137	348.80	3.00%	1,047,493	15,712	821,298		493,044	1,896,755	-1,403,710	26%
2045	258,671	359.27	3.00%	493,044	7,396	78,298		680,814	2,107,771	-1,426,957	32%
2046	266,431	370.04	3.00%	680,814	10,212	94,281		863,176	2,314,126	-1,450,951	37%



**Fremont Vista Homeowners Association**  
Fremont, California

Date: 10/27/2016  
Units: 60  
Fiscal Year End: 12/31/2017

	Remain. Life	Useful Life	Component Total Cost	Accrued Reserve
<b>ROADS</b>				
1 Asphalt Sealing	4	5	11,037	2,207
2 Asphalt Repair Allowance	4	5	18,375	3,675
3 Speed Bumps	27	50	3,150	1,449
4 Asphalt Replacement	27	50	315,952	145,338
<b>ASPHALT STRIPING AND CURB PAINTING</b>				
5 White Striping	4	5	2,430	486
6 Red Curb Paint	4	5	1,125	225
7 Speed Bump Striping	4	5	263	53
7 Visitor Designation	4	5	158	32
8 Assign Parking Numbers	4	5	1,890	378
9 Stop Designation	4	5	32	6
<b>CONCRETE</b>				
10 Sidewalk/Curb Repair Allowance	0	10	1,050	1,050
11 V-ditch Repair Allowance	4	5	1,050	210
<b>SIGNAGE</b>				
12 Signage Replacement Allowance	0	5	525	525
<b>FENCING/RAILINGS/SECURITY GRILES AND RETAINING WALLS</b>				
13 Wood Fence at Property Line	15	25	30,947	12,379
14 Wood Fence @ Units	9	25	134,550	86,112
15 Black Iron Fence at Property Line - Repair Allo	0	6	3,150	3,150
16 Wood Hand Rails	17	25	16,199	5,184
17 Stair Metal Hand Rails - Repair Allowance	0	6	1,313	1,313
18 Stone Wall at Entry - Repair Allowance	12	20	1,050	420
19 Concrete Fence at Property Line Repair Allowa	4	12	1,050	700
20 Wood Retaining Wall Repair Allowance	0	6	1,050	1,050
<b>EXTERIOR LIGHTING</b>				
21 Street Light	3	25	6,563	5,775
22 Street Light	22	25	2,100	252
23 Street Light Pole 12'	3	50	14,438	13,571
24 Street Light Pole 12'	47	50	4,620	277
25 Spot Light at Entry	3	25	630	554
26 Unit Lantern Wall Mount Lights	3	25	15,750	13,860
27 Carport Circle Wall Mount Lights	3	25	9,188	8,085
<b>IRRIGATION AND LANDSCAPING</b>				
28 Irrigation Controller (Install Smart Controller)	0	15	3,780	3,780
29 Irrigation Controller Standard	0	15	3,150	3,150
30 Submit Irrigation Upgrade Plan for Permit	1	30	5,250	5,075
31 Irrigation Distribution System Renovate/Remod	2	30	10,500	9,800
32 Backflow Preventer	7	20	10,238	6,654
33 Backflow Preventer	17	20	3,413	512
34 Irrigation System Repair Allowance	0	1	1,575	1,575



**Fremont Vista Homeowners Association**  
Fremont, California

Date: 10/27/2016  
Units: 60  
Fiscal Year End: 12/31/2017

	Remain. Life	Useful Life	Component Total Cost	Accrued Reserve
35 Tree Care Allowance	0	1	3,413	<b>3,413</b>
36 Planting Replacement Allowance	2	5	23,258	<b>13,955</b>
<b>CARPORTS</b>				
37 Flat Roof	7	15	29,380	<b>15,669</b>
38 Gutters	22	30	9,830	<b>2,621</b>
39 Downspouts	22	30	5,233	<b>1,395</b>
40 Storage Cabinet - Repair Allowance	0	6	1,575	<b>1,575</b>
<b>TRASH AREAS</b>				
41 Trellis	10	25	28,372	<b>17,023</b>
42 Wood Enclosure	10	25	10,914	<b>6,548</b>
43 Gates	14	15	3,675	<b>245</b>
<b>HOT WATER HEATING SYSTEM</b>				
44 Water Heater	0	15	94,875	<b>94,875</b>
45 Water Heating System Misc. Repairs	0	1	1,050	<b>1,050</b>
<b>MISCELLANEOUS SITE IMPROVEMENTS</b>				
46 Mailbox Standard	1	25	2,310	<b>2,218</b>
47 Mail Boxes	1	25	9,608	<b>9,223</b>
48 Outgoing Mail	1	25	735	<b>706</b>
49 Parcel	1	25	1,838	<b>1,764</b>
<b>RESIDENTIAL BUILDING EXTERIORS</b>				
50 Composition Shingle Roof (Sloped)	17	30	315,549	<b>136,738</b>
51 Gutters	17	30	2,484	<b>1,076</b>
52 Downspouts	17	30	4,830	<b>2,093</b>
53 Chimney Cap	17	30	17,250	<b>7,475</b>
54 Spark Arrestor	17	30	5,175	<b>2,243</b>
53 Balcony Repair Allowance	3	6	10,120	<b>5,060</b>
54 Stair Repair Allowance - Major	27	30	52,900	<b>5,290</b>
55 Stair Repair Allowance - Major	3	30	343,850	<b>309,465</b>
56 Unit Address Lights	17	25	14,175	<b>4,536</b>
57 Building Letters	17	25	3,938	<b>1,260</b>
<b>EXTERIOR PAINTING</b>				
58 Paint - Roof Over Hang	0	6	10,642	<b>10,642</b>
59 Paint - Wood Trim	0	6	11,661	<b>11,661</b>
60 Paint - Siding	0	6	67,103	<b>67,103</b>
61 Paint - Black Iron Fence at Property Line	0	6	1,176	<b>1,176</b>
62 Paint - Wood Hand Rails	0	6	323	<b>323</b>
63 Paint - Stair Metal Hand Rails	0	6	1,035	<b>1,035</b>
64 Paint - Carport Trim	0	6	3,191	<b>3,191</b>
65 Paint - Chimney Cap	0	6	1,553	<b>1,553</b>
66 Paint - Trellis	0	6	1,576	<b>1,576</b>
67 Paint - Wood Enclosure	0	6	840	<b>840</b>



**Fremont Vista Homeowners Association**  
 Fremont, California

Date: 10/27/2016  
 Units: 60  
 Fiscal Year End: 12/31/2017

	Remain. Life	Useful Life	Component Total Cost	Accrued Reserve
<b>BUILDING MISCELLANEOUS REPAIR ALLOWANCES</b>				
68 Siding/Trim/Door Replacement Allowance	0	6	115,000	<b>115,000</b>
69 Siding/Trim/Door Replacement Allowance	1	6	5,175	<b>4,313</b>
70 Dryer Vent Maintenance	4	10	5,250	<b>3,150</b>
71 Termite Treatment	0	5	46,000	<b>46,000</b>

<b>Projected Fully Funded Balance (Total)</b>	<b>1,253,937.50</b>
<b>Projected Reserve Fund Balance</b>	<b>664,886.45</b>
<b>Percent Funded</b>	<b>53%</b>

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## Insurance Disclosure

Travelers Property Casualty Company provides the following coverage:

Coverage Type	Limit	Deductible
Property	\$14,918,557.00	\$5,000.00
General Liability	\$1,000,00.00/\$2,000,000.00	\$0.00

Greenwich Insurance Company provides the following coverage:

Coverage Type	Limit	Deductible
Umbrella Liability	\$5,000,000.00/\$5,000,000.00	\$0.00

Continental Casualty Company provides the following coverage:

Coverage Type	Limit	Deductible
Directors' and Officers' Liability	\$1,000,000.00	\$1,000.00

Philadelphia Indemnity Insurance Company provides the following coverage:

Coverage Type	Limit	Deductible
Employee Dishonesty	\$600,000.00	\$5,000.00

Wesco Insurance Company provides the following coverage:

Coverage Type	Limit	Deductible
Workers' Compensation	\$1,000,000.00	\$00.00

The Association's Insurance Agent is:

Socher Insurance Agency, Inc.

Contact:

- **Cecilia Garza**, *Account Manager*  
**Direct Phone/Fax: (650) 837-0060**  
**[cgarza@hoainsurance.net](mailto:cgarza@hoainsurance.net)**

Mailing address:

7901 Stoneridge Dr., Ste. 445

Pleasanton, CA 94588

**This summary of the association's policies of insurance provides only certain information, as required by Section 5300 of the Civil Code, and should not be considered a substitute for the complete policy terms and conditions contained in the actual policies of insurance. Any association member may, upon request and provision of reasonable notice, review the association's insurance policies and, upon request and payment of reasonable duplication charges, obtain copies of those policies. Although the association maintains the policies of insurance specified in this summary, the association's policies of insurance may not cover your property, including personal property or real property improvements to or around your dwelling, or personal injuries or other losses that occur within or around your dwelling. Even if a loss is covered, you may nevertheless be responsible for paying all or a portion of any deductible that applies. Association members should consult with their individual insurance broker or agent for appropriate additional coverage.**

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## Loan Disclosure Statement

The Association currently has an outstanding loan as follows:

Payee: Mutual of Omaha Bank

Term: 10 years

Interest Rate: 5.75%

Amount Outstanding: \$69,781

Annual Payment: \$20,008

Loan Termination Date: -1/01/2020

## Deferred or Not Completed Reserve Components

Upon review of the association's 2017 Reserve Study, the Board of Directors has elected replace components on an as needed basis.

## Disclosure of Special Assessment

Please carefully review the enclosed Reserve Study Summary and Reserve Disclosure Statement as the Board does not anticipate the need of a special assessment to fund necessary components.



# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## Summary of the Association's Rule Enforcement Policy

It is the fiduciary responsibility of the Board of Directors to enforce the rules and regulations as stated in the CC&Rs and the Standing Rules. Owners are responsible for informing members of their family, guests, and tenants of the provisions of the governing documents. The Board of Directors has adopted the following procedures for noncompliance with these documents.

1. A letter shall be written to the Owner, and Resident if applicable, stating the violation of the CC&Rs and/or Standing Rules. If the Owner/Resident complies, no further action is necessary.
2. If there is no response and/or if the violation is not corrected, a second letter will be mailed to the Owner giving him/her notice to attend a Noncompliance Hearing. The notice shall specify the violation and state the date, time and place of the Hearing. If the Owner/Resident responds and/or complies, no action will be taken at this Hearing except for repeated and blatant violation of the same rules for which the Board may, at its discretion, still impose a fine.
3. A Hearing shall be held, whether or not the Owner attends. The Owner may bring witnesses, pictures or other evidence to the Hearing.
4. After hearing testimony the Association may impose fines, set conditions for continual noncompliance, suspend use of common area privileges, or take other action.
5. Fines assessed shall not be more than fifty dollars (\$50.00) per violation. Fines may be levied daily, weekly, per occurrence, or in any other manner as the Association determines necessary in order to bring compliance.
6. A Notice of Determination will be mailed out within ten (10) days after the Noncompliance Hearing.

### Appeal of Board Determination

An Owner may appeal to the Board of Directors to revise the determination if requested in writing no later than fifteen (15) days after receipt of the Notification of Determination.

*All owner(s) shall be fully responsible for informing members of their family, tenants, and guests of the provisions of the Governing Documents, and shall be fully responsible for any violation(s) of the provisions of the Governing Documents by members of their family, tenants or guests. All Owner(s) shall further be fully responsible for the conduct and activities of their pets or those of members of their family, tenants, or guests.*

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## Summary of the Association's Delinquency Policy

Timely payment of regular and Special Assessments is of critical importance to the Association. Members' failure to pay assessments when due creates a cash flow problem for the Association and causes those owners who make timely payments of their assessments to bear a disproportionate share of the Community's financial obligations. Therefore, the Board of Directors has enacted the following policies and procedures concerning the collection of delinquent assessment accounts:

1. All regular assessments shall be due and payable on the first day of each month. Special Assessments shall be due and payable on the date(s) specified by the Board upon their adoption.
2. Assessments shall be delinquent on the 15<sup>TH</sup> day of the month after they become due, if not actually received prior to such date.
3. A twenty-five dollar (\$25.00) service fee will be charged on all checks returned by the bank.
4. Prior to the time the Association retains counsel to handle an assessment delinquency, the mailing address for overnight payment of assessments to the Association is:

FREMONT VISTAS HOMEOWNERS ASSOCIATION  
C/O MUFG UNION BANK, N.A.  
1751 HARBORBAY PARKWAY, SUITE 100  
ALAMEDA, CA 94502

5. If any assessment is not received, in full, prior to the delinquency date, a late charge of ten dollars (\$10.00) or 10%, whichever is greater, shall be due, and the Association may then commence enforcement action in any manner permitted by law, subject to, and in accordance with, all applicable legal requirements. In such event, the Association may recover from the delinquent owner any reasonable costs, including attorneys' fees that the Association incurs in its efforts to collect the delinquent sums, and may require that all such charges be paid in full, together with all delinquent assessments, late charges, interest or other charges due, to cure the delinquency.
6. If any assessment payment is due and unpaid for more than 30 days, interest shall be imposed on all sums due, including the delinquent assessments, collection costs (including attorneys' fees), and late charges, at the rate of 12% per annum.
7. Once any assessment is delinquent, the Association may cause a notice to be issued by certified mail to the owner's address of record of the existence and amount of the delinquency, and providing other relevant information ("Delinquency Notice").
8. Owners who dispute any amounts specified in a Delinquency Notice may submit a written request for dispute resolution to the Association under the Association's "meet and confer" dispute resolution program. If any such request is received by the Association, the Association will meet and confer with the owner making such request in accordance with the Association's "meet and confer" procedure.

## FREMONT VISTAS HOMEOWNERS ASSOCIATION

9. Owners desiring a payment plan to resolve the delinquency giving rise to a Delinquency Notice may submit a written request for a meeting with the Board to discuss a payment plan. Provided that such request is mailed within 15 days of the date of the postmark on the Delinquency Notice, and a regular meeting of the Board is scheduled to occur within 45 days, the Board will meet with the owner in executive session. If there is no such scheduled meeting during such period, a committee of one or more members may be designated by the Board to meet with the owner and discuss such request. Payment plans shall contain such terms as the Board, or its designated committee, may approve on a case by case basis, shall be in writing, and shall be signed by the owner(s) and an authorized representative of the Association.
10. If a delinquency has not been paid within 30 days after the mailing of a Delinquency Notice, the Association may cause to be recorded in the County Recorder's Office a Notice of Delinquent Assessment ("Lien") concerning all sums which are then due, including any assessments, late charges, costs, and reasonable attorneys' fees, to confirm and give public notice that the Association claims a lien against the delinquent owner's property which may be subject to foreclosure by either nonjudicial or judicial foreclosure.
11. From and after the recordation of a Lien, the Association may enforce the Lien, or otherwise pursue its rights to recover all unpaid assessments and related amounts due, in any manner permitted by law, including without limitation judicial or nonjudicial foreclosure, as the Association determines to be appropriate, subject to, and in accordance with, all applicable legal requirements.
12. Subject solely to the provisions of Paragraphs 8 and 9 above, (i) from and after the issuance of a Delinquency Notice, the Association, acting through counsel or any other authorized representative of the Association, may give written notice to the delinquent owner establishing a new address for all further communications to the Association relating to delinquent and/or newly accruing obligations for assessments and other charges due to the Association, and restricting the authorized addresses and/or recipients for any notices or other communications to the Association concerning, or during the pendency of, any delinquency proceedings relating to such Delinquency Notice; and (ii) once the Association has retained counsel to handle an assessment delinquency for the Association, communications concerning such matters on behalf of the Association shall be conducted exclusively by counsel for the Association and/or the trustee designated in the Lien until any such delinquency is fully satisfied.
13. Owners have the right to submit a written request to the Association identifying a secondary address for the purposes of collection notices. If the Association receives any such written request designating or changing any such secondary address, the Association shall send a second copy of any legal notices or other required correspondence issued in support of the Association's assessment enforcement procedures to such secondary address from and after the time of actual receipt by the Association of any such request.

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## Notice Assessments and Foreclosure

This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information. A portion of the information in this notice applies only to liens recorded on or after January 1, 2003. You may wish to consult a lawyer if you dispute an assessment.

### *Assessments and Foreclosure*

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. (Section 5725 of the Civil Code)

The association must comply with the requirements of Article 2 (commencing with Section 5650) of Chapter 8 of Part 5 of Division 4 of the Civil Code when collecting delinquent assessments. If the association fails to follow these requirements, it may not record a lien on the owner's property until it has satisfied those requirements. Any additional costs that result from satisfying the requirements are the responsibility of the association. (Section 5675 of the Civil Code)

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5600 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## *Payments*

When an owner makes a payment, the owner may request a receipt, and the association is required to provide it. On the receipt, the association must indicate the date of payment and the person who received it. The association must inform owners of a mailing address for overnight payments. (Section 5655 of the Civil Code)

An owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with Section 5900) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with Section 5925) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure.

An owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. (Section 5685 of the Civil Code)

## *Meetings and Payment Plans*

An owner of a separate interest that is not a time-share interest may request the association to consider a payment plan to satisfy a delinquent assessment. The association must inform owners of the standards for payment plans, if any exists. (Section 5665 of the Civil Code)

The board must meet with an owner who makes a proper written request for a meeting to discuss a payment plan when the owner has received a notice of a delinquent assessment. These payment plans must conform with the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code)

(b) An association distributing the notice required by this section to an owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section 11211.7 of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## Summary of Dispute Resolution Procedures

### *Internal Dispute Resolution (§5900)*

This section applies to an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

- (b) Either party to a dispute within the scope of this article may invoke the following procedure:
- (1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
  - (2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
  - (3) The board shall designate a director to meet and confer.
  - (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
  - (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.
- (c) An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:
- (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
  - (2) The agreement is either consistent with the authority granted by the board to its designee or the agreement is ratified by the board.
- (d) A member may not be charged a fee to participate in the process.

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## *Alternate Dispute Resolution (§5930)*

Effective January 1, 1994, the law in California strongly encourages procedures alternative to litigation to resolve disputes between homeowners and HOAs and its residents/owners. There are various forms of Alternative Dispute Resolution (hereinafter referred to as "ADR") including mediation and arbitration. If the Association is considering suing a homeowner relating to enforcement of the Declaration of Covenants, Conditions, and Restrictions ("CC&Rs"), the Association must go through the preliminary steps of the procedure that are outlined below. If a homeowner is considering suing the Association for failure to enforce the governing documents or some other CC&R-based claim, the homeowner also must go through the preliminary procedure before filing a lawsuit. The steps are:

1. Either party must serve a "Request for Resolution" on the other party, either by certified mail (return receipt requested) or personal delivery. If a certified letter is sent out and no response is forthcoming, the personal delivery is required. The person who "serves" the Request for Resolution may not be a party to the action.
2. This Request for Resolution must include:
  - a. A brief description of the dispute between the parties;
  - b. A request for ADR; and,
  - c. A notice that the party receiving the Request for Resolution is required to respond within 30 days or it will be deemed rejected.
3. The party receiving a Request for Resolution has 30 days from the date he or she receives it to accept or reject ADR and if not accepted, it shall be deemed rejected.
4. If the party receiving the Request for Resolution agrees to ADR, the parties have 90 days to complete the process (more by agreement of the parties).
5. The costs of ADR shall be paid by the parties.
6. At the time either party files a civil action in court, that party must file a certificate stating that ADR has been completed in compliance with the law. Failure to file the certificate might be grounds for the other party to seek dismissal of the complaint. Conversely, the certificate should state that where the party filing the complaint served a Request for Resolution, it was either rejected or "deemed rejected" by the other party.
7. Exceptions to the process:
  - Where the time limit for bringing a legal action by a party would expire within 120 days;
  - Where temporary restraining orders or preliminary injunctions are needed immediately to stop a particular action;
  - Where either party would suffer substantial prejudice by delays caused by filing of the Request For Resolution; or,
  - Where any damage claim exceeds \$5,000.

Failure to follow the steps above would give a judge the right to decrease any attorney's fees award where either party of the lawsuit would otherwise be entitled to reimbursement of all reasonable attorney's fees under statute or contract.

**Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.**

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## Summary of Approval Requirements for Physical Changes to the Property

Pursuant to the governing documents of the association, all members are required to seek permission from the Association to make physical changes to the property. Approval may be required for, but is not limited to, the following:

- Changes to the exterior of the property effecting the aesthetic or structural integrity of the property
- Any modifications to common area property
- Any modifications to the property effecting the structural integrity of common elements
- Any modifications to the property effecting the peaceful enjoyment of neighboring homes and residents

Your governing documents may have additional limitations and requirements beyond what is listed above.

Members interested in making physical changes to the property should contact management and request an architectural modification form. Written request for modification must be received, reviewed, and approved by the Board of Directors at a meeting of the Board.



**FREMONT VISTAS HOMEOWNERS ASSOCIATION**

**Architectural Request & Hold Harmless Agreement for Exterior Modifications**

I, \_\_\_\_\_, the owner of Fremont Vistas HOA  
(Printed Name)

unit \_\_\_\_\_,  
(Address)

request approval to make the following modification to my home, for which I have enclosed drawings, specifications and colors, as applicable, for the above modification:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

I hereby agree to indemnify, defend and hold Fremont Vistas Homeowners Association (“Association”), its Directors and Officers, its Manager and its members harmless from and against any liability arising out of said installation, addition, change, modification or alteration, and from and against any damage to the structural integrity of: (1) the building involved; (2) the exterior and roof of the building involved; (3) the ground upon which the involved building stands, arising out of said modification or alteration.

In the event that the modification to the building increases cost to the Association due to material upgrade of an increase in square footage, I will pay for the additional costs. These costs include, but are not limited to: (1) maintenance of building exterior; (2) painting or roof replacement expenses. In addition, I agree to submit a “before and after” photograph of the installation, addition, change, modification or alteration for the unit file, as well as copies of applicable permits, construction contracts, change orders and inspections.

I agree I am responsible for any damage the exterior of the building that may occur as a result of the installation, addition, change, modification or alteration stated above, and that I and all future owners of this unit will be responsible for maintenance of the installation, addition, change, modification or alteration once completed.

I agree to notify any future purchaser of the home noted above that the responsibility state herein is carried forward to the new owner.

I agree the Association maintains the right of approval of this installation, addition, change, modification or alteration, and may require its removal if it becomes necessary for safety, the required maintenance of adjacent structures, or lack of property maintenance by the owner.

I agree to notify the Association upon completion of the requested installation, addition, change, modification or alteration so that it may be inspected by a representative of the Association or its Managing Agent.

\_\_\_\_\_  
(Unit Owner - Signature)

\_\_\_\_\_  
(Date)

\_\_\_\_\_  
(Home Phone)

\_\_\_\_\_  
(Work Phone)

\_\_\_\_\_  
(Cell Phone)

**FREMONT VISTAS HOMEOWNERS ASSOCIATION**

**For Association Use Only**

- 1. Is Application completed, signed and dated? \_\_\_\_\_
- 2. Are guidelines for specific request attached? \_\_\_\_\_
- 3. Are drawings, pictures, etc. as applicable, attached? \_\_\_\_\_
- 4. Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
**MANAGEMENT/COMMITTEE APPROVAL OR DENIAL**

**APPROVED**

**DENIED**

Stipulations/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

-----  
**BOARD APPROVAL OR DENIAL**

**APPROVED**

**DENIED**

Stipulations/Comments: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# FREMONT VISTAS HOMEOWNERS ASSOCIATION

## General Disclosures

### *Delivering Communications to the Association (§4035)*

Members of the association may deliver official communications to the association by mail to the following address:

President of the Board  
c/o Associa Northern California  
485 Alberto Way, Suite 210  
Los Gatos, CA 95032

### *Delivering Communications to a Member (§4040)*

Members may request, in writing, a secondary address to which the association shall deliver an additional copy of notices specified under this section of the Civil Code.

### *Notice of Meetings (§4045)*

Agendas and notices of meetings of the Board of Directors and Membership will be mailed, and/or posted on-site at the mailboxes.

### *Delivery of General Notices (§4045)*

A member may request to receive all general notices to be delivered by individual delivery pursuant to Section 4040 of the Civil Code.

### *Requests for Meeting Minutes (§4950)*

Minutes, proposed minutes, or summary of minutes, of association meetings (excluding minutes of Executive Session Meetings) shall be available within 30 days of the meeting.

Printed copies of the minutes can be provided upon receipt of written request provided to Associa Northern California. Please specify the date and type of meetings minutes you are requesting. There is a fee of \$2.00 per set of meetings minutes. The upfront fee is payable by check to Associa Northern California. Minutes may also be available at no cost on your association website.

## Required Notice Regarding FHA Approval Status

Civil Code § 5300 (b) (10) - Effective July 1, 2016

*Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.*

*This common interest development [is/is not (circle one)] a condominium project. The association of this common interest development [is/is not (circle one)] certified by the Federal Housing Administration as of November 8, 2016 (insert date of status check).*

*Note: This disclosure is updated annually. FHA maintains an updated database of condominium approvals accessible at: <https://entp.hud.gov/idapp/html/condlook.cfm>*

## Required Notice Regarding VA Approval Status

Civil Code § 5300 (b) (11) - Effective July 1, 2016

*Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest.*

*This common interest development  is / is not  a condominium project. The association of this common interest development [ /  certified by the federal Department of Veterans Affairs as of November 8, 2016 (insert date of status check).*

*Note: This disclosure is updated annually. VA maintains an updated database of condominium approvals accessible at:*

<https://vip.vba.va.gov/portal/VBAH/VBAHome/condopudsearch>