

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 15TH 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 (circle one)] a condominium project. The association of this common interest development [is / (is not) (circle one)] 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>