

FREMONT VISTA HOMEOWNERS ASSOCIATION

Architectural Request & Hold Harmless Agreement for Exterior Modifications

I, _____, the owner of Fremont Vista 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 HOA Homes 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 VISTA 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: _____

Architectural Guidelines
Fremont Vista, Fremont, California

According to Fremont Vista's Declaration of Covenants, Conditions, and Restrictions (CC&R's), no exterior additions or alterations shall be made until plans and specifications showing the nature, kind, shape, height, materials and location have been submitted to and approved in writing by the Architectural Committee or the Board of Directors.

The purpose of the Architectural Committee is to review, research, and recommend to the Board of Directors. The purpose of the review is to assure that the petition conforms with the CC&R's, to avoid conflicts between homeowners, and to offer suggestions for improvement or alteration of design, if necessary.

The following guidelines are the benchmark against which all requests for structural change or alteration are to be judged. It is the intent of the association to maintain the theme of Fremont Vista while allowing individual homeowners to express themselves in the chosen decor of their homes. The general theme of the Fremont Vista development is to be maintained as determined by the Architectural Committee at the Board of Directors.

General:

1. These guidelines attempt to clarify the specific covenants within the Fremont Vista CC&R's:

2. The evaluation of any petition shall be based upon the consideration of the following criteria:

- Safety
- Privacy
- Water Drainage
- CC&R Compliance
- Architectural Theme
- Structural Integrity

3. Approved petitions shall be implemented by the individual homeowner or his designate. All work shall be performed in accordance with the building codes then in effect, have obtained all required permits and shall be subsequently maintained in good order by the owner.

4. Alterations may be ordered, removed, or repaired if in the opinion of the Board, they deviate from the association's architectural theme or require maintenance by the owner.

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5. Architectural Committee and/or Board approval must be obtained to begin any exterior construction or alteration. The written approval and approved plans will be maintained in the Board's homeowner file. Files shall be maintained for each unit to insure that all alterations to original construction are approved.

6. The Homeowners Association shall not be responsible for structural elements beyond that which were provided by the original developer. Damage to an alteration resulting from the repair of a primary housing structure shall be the responsibility of the homeowner.

7. If an alteration causes damage to a Homeowners Association structure, the responsible Homeowner shall be assessed the costs required to repair the structure which was damaged. The offending alteration, even if previously approved, shall be re-evaluated for continued authorization of use.

8. Any Homeowner shall have the right to petition the Board or the Architectural Committee to reconsider a decision already rendered. The petition shall be adjudicated within forty-five (45) days of the date the petition is received.

Specific Guidelines:

1. Patios and Decks:

Concrete patios and wooden decks installed within six inches of original ground level shall be permitted provided that adequate drainage of water is assured. Decks and patios are not permitted to be attached to original developer structures.

Decks which are proposed to be installed at elevations higher than six inches above original grade shall ensure that the privacy of adjoining neighbors is assured. Written concurrence of adjacent neighbors shall be submitted with each petition. Sufficient information on final plan and elevation detail and construction techniques shall be provided for consideration of approval. Decks installed by the original developer shall not be altered without approval.

2. Screen Doors:

Screen doors shall be allowed to be installed upon approval of the Architectural Committee or the Board. Such doors shall be of good quality, of steel or aluminum construction and, in the opinion of the Architectural Committee or the Board, consistent with the general decor and theme of the Fremont Vista development. The

installation and maintenance of such doors shall be the responsibility of the individual owner. An individual owner shall remove or repair any screen door upon receipt of written notification by the Board.

3. Fence Extensions or Modifications:

Fence extensions, modifications or changes require approval. In general, the interior yard side of fences may have a trellis and other items of personal interest attached to it. However, such additions shall not extend above the height of the originally installed fence unless approved.

4. Exterior Lights:

Exterior lights not provided by the developer, must be specifically approved by the Architectural Committee or the Board.

5. Carports:

No modifications are allowed to the assigned carport spaces.

6. Air Conditioners and fans:

Only original developer type air conditioning units may be installed. Window mounted room air conditioners and fans shall not be permitted, unless authorized by the Board of Directors.

7. Electrical Modifications to Exterior Structures:

Permanent 110 volt electrical modifications or installation of outdoor sound systems or intercom systems shall not be permitted to be made to exterior structures. Low voltage electrical landscaping, watering, and lighting systems are permitted following Architectural committee or Board approval.

8. Structures Observable from the Common Area:

Unless specifically approved, no owner shall erect any structure which is observable from the Common Area or which extends above the developer installed fence elevation. Included (but not limited to) are arbors, gazebos, patio covers and fence extensions.

9. Additions to Exterior Structures:

No item shall be attached to any exterior surface which is observable from any Common Area unless approved by the Board. Included are, decorative placards, pictures,

repainting of a wall or any other addition or change. Exterior structure additions which are not observable from a common area shall not require approval provided that the structural integrity of the unit is maintained. However, if, in the opinion of the Board, any alteration is judged to be detrimental to the structural integrity of the unit, said alterations may be ordered removed and restored to original condition.

10. Decorative Additions added to the Common Area:

Proposed changes to the common area shall be considered by the respective committees (Architectural or Landscape) for approval. Generally, no changes are permitted unless Committee or Board approval is obtained. Changes, when approved, shall be maintained by the Homeowners Association.

11. Mailboxes:

Mailboxes are the sole responsibility of the Homeowners Association. No changes or alterations shall be permitted.

12. Common Area:

No work shall be done on any portion of the Common Area unless the Board has specifically approved said work. The Common Area shall not be damaged by any alteration or change, even if previously approved.

If damage occurs as a result of any change or modification the Board shall order it repaired. The costs associated with the repair of said damage shall be borne by the responsible property owner.

13. Unstated Categories:

Any proposed alteration not specifically addressed within these guidelines shall be evaluated by the Architectural Committee or the Board an individual case-by-case consideration. Written notification of decisions shall be provided to each petitioner.

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 – Fremont Vistas Homeowners Association
c/o Associa Northern California
8000 Jarvis Avenue Entry 2
Newark, CA 94560

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.

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.

FREMONT VISTA HOMEOWNERS ASSOCIATION ELECTIONS AND VOTING RULES

Pursuant to Civil Code sections 1363.03, 1363.04 and 1363.09, effective July 1, 2006 or other superseding statutes, Fremont Vista Homeowners Association hereby adopts the following Rules Regarding Elections and Voting:

Voting

Class B Membership having been converted to Class A Membership there is one class of voting membership; all members in good standing as of the record date for the election shall be entitled to cast one vote per issue or open Board of Governor seat. Cumulative voting is not permitted. Voting by proxy is not permitted.

Equal Access

All candidates and points of view are entitled to equal access to membership in order to ensure fair campaigning procedures. Members shall have equal access to meeting places, newsletters, web sites, etc., for purposes reasonably related to the election and at no cost to candidates. The Association, its directors, officers, and agents shall be immune from liability for the content of such communications.

Qualifications to Serve on the Board of Directors

Candidates for the Board of Governors must be Members of the Association. A Member seeking to serve on the Board of Directors must not be subject to any disciplinary action by the Association at the time of his or her nomination and must be current in the payment of all assessments. The number of Directors to be elected annually is five, each to serve a one-year term in office.

Nominations to the Board

At least sixty (60) days prior to the date set for commencement of voting, the Board or a Nominating Committee of the Board, if any, shall prepare a list of candidate names for placement on the ballot. Additionally, members who meet the qualification requirements listed above *may nominate themselves to run for Board of Directors' seats* (without the requirement of nomination by the Association's Nominating Committee or petitioning of other members) so long as the Member informs the Nominating Committee or the Board of Directors in writing of this intent to run at least 35 days prior to the date set for commencement of voting.

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Voting by Secret Ballot

All matters requiring a vote of Membership shall be voted upon using secret ballots. Secret ballots shall be distributed to membership by first class mail or personal delivery at least 30 days prior to the deadline for voting or meeting of membership to consider the matter to be voted upon. Secret ballots shall use the double envelope method to assure the secrecy of the vote. That is, the ballot is not signed and is placed in a plain envelope which is sealed and placed in another envelope which identifies the member by (i) name and address and (ii) is signed and dated by the member.

In order to cast a vote, a member must either (i) deliver (by mail or hand delivery) the completed secret ballot to the election inspector or (ii) attend the meeting (if any) and complete and submit the secret ballot at that time.

Election Inspectors

The Board of Directors shall appoint either one or three independent and impartial third party election inspectors to conduct elections. Election Inspectors may not be Board members or candidates for the Board or related to Board Members or candidates for the Board but they may be members of the Association. The Board of Directors may appoint the Association's management company or other agent to act as election inspector(s).

The inspector or inspectors shall: determine the number of members entitled to vote; receive ballots; hear and determine all challenges and questions arising out of or in connection with the right to vote; count and tabulate the ballots; determine when the voting shall begin and end; determine the results of the election; and report results to the Board. The sealed ballots shall remain in the custody of the inspector(s) until counted. If there are three inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all. All votes shall be counted and tabulated by the inspector or inspectors in public at a properly noticed open meeting of the Board of Directors or Members. The election inspector(s) may appoint and oversee additional persons to assist in counting and tabulating votes. Any Member may witness the counting and tabulation of the votes.

Within fifteen days of the election, the Board of Directors shall report results of the election in a communication directed to all members. Ballots shall be retained by the election inspector for nine months following the election at which time the ballots shall be retained by the Association for at least 12-months following the date of the election. In the event of a recount or other challenge, the election inspector or the Association shall, upon written request, make the ballots available for inspection and review.

Remedies for Violations of these Election Rules

A member who prevails in a court action to enforce his or her rights will be entitled to Attorney's fees and court costs and may recover a \$500 penalty for each violation of the provisions of Civil Code section 1363.03 et seq or other superceding statute. If a Member's challenge is found to be frivolous, unreasonable or without foundation, the Association shall be entitled to recover its costs.

FREMONT VISTA HOMEOWNERS ASSOCIATION
Fremont, California

COMMUNITY RULES

The Homeowners Association is governed by a five member Board of Directors elected from the owners. They are the policy makers of the community and have the final decision on any dispute.

Associa Northern California, Inc. has been retained to manage the Association's affairs. Our Association Manager is Kristin Amarillas. Kristin can be reached at 510-780-8587.

The association is responsible for the common property, including exterior painted surfaces, roofs, drives, landscaping, lighting, etc.

These rules are distributed as a quick reference and are not to be used as a substitute for the CC&R's. If you are a tenant at Fremont Vista, you should get a copy of the CC&R's from your landlord or property manager.

GENERAL QUIET HOURS AND NOISE

The courtesy of each resident towards his neighbor is the best solution for eliminating disturbing noises. Any complaint should be handled by the association manager.

- (1) The general quiet hours are from 10:00 PM to 8:00 AM, seven days a week. All noises, including talk, radios, stereos, and musical instruments should be kept at a minimum level so as not to be discernible outside your unit. Be considerate of your neighbors.
- (2) Work involving power tools, pounding, sawing etc. is prohibited in all areas.
- (3) Unreasonable or excessive noise will not be permitted.
- (4) The use of firecrackers, firearms, and reports of loud domestic disturbances will result in police intervention and action by the Board of Directors.

PARKING

- (1) Maximum speed in the parking areas is 10 MPH
- (2) Inoperable vehicles will not be allowed to remain in the parking lot for more than 7 days.

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- (3) Vehicles using more than one space or that park in “No Parking” areas, along curbs and behind other vehicles, will be towed without notice at the sole expense of the vehicle owner.
- (4) Vehicles must be parked in their designated spaces or risk being towed.
- (5) Mechanical work on any vehicle (including motorcycles) is not permitted.
- (6) Storing of any items in a parking space is not permitted.
- (7) Residents with more than two vehicles are not permitted to park excess vehicles in visitor spaces or on curbs. Excess vehicles should be parked on Fernald.
- (8) Visitor spaces are for the use of resident’s guests. A resident’s guest will be towed from the premises if the guest’s car remains on the premises for more than 48 hours.
- (9) If visitor spaces are full upon arrival of your guests, they are to park on Fernald and not in another residents reserved space.
- (10) Motorcycles are to be parked in the resident’s reserved parking space and not on sidewalks or landscaping and only one vehicle to a space.
- (11) Parking of the following vehicles is not permitted in the residential parking area in Maingate: boats, recreational vehicles, motor homes, campers, any truck larger than a ½ ton pickup or any vehicle which infringes on the adjacent parking space.
- (12) Car washing should be performed on the paved areas and not near, or on, the landscaping. Only residents’ cars are to be washed.

ANIMALS

Having a pet is not an absolute right, but is a revocable accommodation extended to those residents willing to control their pets in a reasonable manner.

- (1) Pets are to be limited to no more than twelve (12) pounds and are limited to either a cat or a dog.
- (2) Pets are to be limited to one (1) per residence.
- (3) Owners are to keep control, or if necessary, remove any pet which makes frequent, repetitive, or continuous sounds that unreasonably disturbs or interferes with the peace, comfort, and repose of other owners.

- (4) The housing and feeding of pets is to be confined solely within the limits of an owners unit. Feeding dishes or water bowls are prohibited in front of units.
- (5) Dogs must be leashed at all times when outside the unit.
- (6) Any pet excrement is to be immediately removed by the owner from any common area. Offenders are subject to fines.
- (7) No animal of any kind shall be maintained, bred or kept for commercial purposes.

EXTERIOR APPEARANCE

- (1) Other than real estate sales & leasing signs, no sign shall be displayed from any unit.
- (2) Stacking, storing or hanging of items in windows which detracts from the exterior appearance of the building is not permitted. Seasonal decoration and wreaths are permitted.
- (3) All window coverings must be white or off white.
- (4) No antenna for transmission or reception of television signals or any other form of electromagnetic radiation shall be erected, used, or maintained outdoors or attached to any building or structure.

TRASH

Garbage pick-up is Monday, Wednesday, and Fridays, (including holidays).

- (1) Boxes are to be flattened before dumping in trash
- (2) If a trash container is full, trash is to be dumped in the nearest container with available space.
- (3) Due to animals and strong winds, trash should not be left outside of the container.
- (4) Residents are responsible for cleaning up their spilled trash.
- (5) Each resident is responsible for closing trash receptacles after use.

LANDSCAPING

- (1) Children are not allowed to ride bicycles, roller skate or otherwise cause damage to the landscaping. Residents will be held responsible for damage caused to landscaping by their children.
- (2) Owners are responsible for landscape damage done by themselves or by their tenants.

CHILDREN

- (1) Parents are responsible for the actions of their children and will be held responsible for any damage that they may incur to the landscaping and common areas or residents personal property.
- (2) Children are not permitted on top of the carports.
- (3) Toys, bicycles and other personal belongings are not permitted to be left on yards or open space areas between buildings. Items of this nature should be stored on resident's patio areas or inside nightly.
- (4) Parents are encouraged to prevent their children from playing in the streets.
- (5) No children under twelve (12) are allowed to play in the common area without supervision.
- (6) Ballgames amongst children are not allowed in the parking areas.

MODIFICATIONS TO PROPERTY

- (1) Written consent of the Board of Directors must be obtained prior to making any modifications or alterations to a structural component of any unit.
- (2) Request for any modification or alteration must be accompanied by detailed plans and specifications, per architectural guidelines.
- (3) Residents and owners may not make any changes to the common property or the exterior of the units without specific approval of the Board of Directors.

MOVING IN/OUT

- (1) Each owner is responsible for any damage caused by anyone moving in or out of his/her unit.

Fremont Vista HOA

c/o Massingham & Associates
8000 Jarvis Ave, Entry 2
Newark, CA 94560
Telephone: 510-780-8587
Fax: 510-780-7535

Board Resolution during General Board Meeting of 12/3/2002

New Rules and Regulations/Policy adopted:

Banned use of and/or operation of motorized scooters within the community.

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PARKING RULES & REGULATIONS

The following parking rules have been adopted by the Board of Directors for the purpose of maintaining a quality environment for all owners and residents of Fremont Vista Homeowners Association.

PARKING

- A. Vehicles parked in a marked fire lane and/or within 15 feet of a fire hydrant, in a parking space designated for handicapped without proper authority, or in a manner which interferes with any entrance to, or exit from, the common interest development or any separate interest contained therein, will be towed at the owners expense without notice in accordance with Civil Vehicle Code Section 22658.2.
- B. Vehicles parked on any private street, that is not designated by a marked fire lane within the complex, may be towed at the owners expense with proper notice in accordance with Civil Vehicle Code Section 22658.2.
- C. Neither an owner, tenant or guest shall park a vehicle anywhere upon the Property other than in the owner's unit garage and the assigned parking space bearing the owner's unit number. Vehicles found in violation will be towed at the owners expense with proper notice in accordance with Civil Vehicle Code Section 22658.2.
- D. Visitor parking spaces are available for 48 hour temporary use by guests and invitees. All other vehicles will be towed at the owners expense with proper notice in accordance with Civil Vehicle Code Section 22658.2.
- E. No inoperative or abandoned vehicle are allowed on Association property and are subject towing at the owners expense with proper notice in accordance with Civil Vehicle Code Section 22658.2.
- F. No mobile home, trailer, truck, camper or boat shall be allowed in the Common Area, except for loading or unloading (not to exceed four hours). No passenger motor vehicle shall be constructed, remodeled or repaired in or on the property. No owner, resident or tenant shall park, store or keep in the open parking spaces any passenger motor vehicles larger

than a three-quarter (3/4) ton pickup truck without first obtaining written authorization from the Board. If used for primary transportation, permission shall not be required to park larger passenger motor vehicles in an enclosed garage.

- G. Maximum speed in the parking areas is 5 MPH.
- H. Mechanical work on any vehicle, including but not limited to changing oil, draining radiators and the like is not permitted. Oil and gasoline cause damage to the blacktop. If the repair to the blacktop or other common property is necessary, it will be billed to the unit owner.
- I. Emergency repairs not involving more than two hours work on a residents registered vehicle is permitted in the appropriate reserved space provided that Rule H is observed.
- J. The following automatic fine schedule applies to parking violations:
 - 1st. Violation.....Warning
 - 2nd. Violation.....\$10.00
 - 3rd. Violation.....\$25.00
 - 4th. Violation.....\$50.00
- F. The board retains the right to modify the fine scheduled based on the severity of the violation.

APPROVED: JUNE 6, 1988
BOARD OF DIRECTORS
FREMONT VISTA HOMEOWNERS ASSOCIATION

PUBLISHED: JUNE 21, 1988

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Fremont Vista Homeowners Association

Satellite Dish Requirements

The objective of this guideline is to protect the integrity of Fremont Vista's buildings, to eliminate and to reduce the visibility of satellite dishes, wiring, and components. All homeowners wishing to install a satellite dish shall submit an application to the Fremont Vista Homeowners Association (HOA) via its management company using an **Architectural Variance Request** (see Section #5) and said Request must be approved by the Board of Directors.

1. General Requirements

- 1.1. The satellite dish or exterior signal receptor shall not exceed 1 meter (39 inch) diameter.
- 1.2. The property owner(s) shall be responsible for any damage and repair to the exterior of the building that may arise as a result of the stated addition, change or alteration.
- 1.3. The property owner(s) shall be responsible for the maintenance of the satellite dish, components and wiring.
- 1.4. All workmanship shall be of quality sufficient to produce a neat, clean appearance.
- 1.5. All wood penetrations must be weather proofed.
- 1.6. Inspection of the completed installation shall be done by the Fremont Vista HOA or its management office. Correction of deficiencies, if applicable, shall be at the property owner's expense.
- 1.7. If the dish is removed, all components and wiring must be removed, all penetrations must be properly weather proofed and the property must be restored to its original condition.
- 1.8. The property owner(s) agrees that, should the satellite dish, components or wiring fall into disrepair or become a safety hazard, the Association maintains the rights of eminent domain and may restore the common area property to its original condition at the property owner's expense.
- 1.9. The property owner(s) agrees that if the residence is sold, the satellite dish installation meet one of the following:
 - 1.9.1. The property must be returned to it's original condition as in Section If the dish is removed, all components and wiring must be removed, all penetrations must be properly weather proofed and the property must be restored to its original condition.
 - 1.9.2. An application and or agreement must be agreed to in writing by the new property owner(s). A copy of this assumption of liability agreement will be part of the Fremont Vista Association's close of escrow instructions.
- 1.10. The property owner(s) agrees to hold the Fremont Vista Association harmless from any liability that may be incurred as a result of the application approval.
- 1.11. Fremont Vista HOA will not be responsible for applicable insurance coverage.
- 1.12. The Fremont Vista HOA reserves the right to change or amend this policy as new laws and regulations occur. If there are such changes to the policy in the future, the Association will notify all residents by publishing an amended policy.

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4/16/08

- 2. Preferred Dish Installation – Mount Dish on Tripod in Patio or Balcony**
 - 2.1. In a balcony, the dish should be no higher than the lowest point of the roof. In a patio, the dish should be no higher than the balcony floor above.
 - 2.2. The requirements in Section #1 must be met.

- 3. Dish Installation if Method #2 Will Not Work -- Mount Dish on Chimney**
 - 3.1. The dish must be mounted to the chimney and not to the roof itself, the roof trim nor the building siding.
 - 3.2. The wiring from the dish to the homeowner’s unit should be hidden as much as possible – see attached photo:
 - 3.2.1. The wiring should run a minimum distance on the roof.
 - 3.2.2. The wiring should make horizontal runs behind the green roof trim board.
 - 3.2.3. The wiring should make verticals runs in the inside corners of the buildings.
 - 3.2.4. The wiring should not run across or down the building siding.
 - 3.3. The wiring from the dish should enter the homeowner’s unit in the patio or balcony area.
 - 3.4. The requirements in Section #1 must be met.

- 4. Alternative Wiring for Method #3**
 - 4.1. Running the wiring from the dish into the attic vents and on into the units is acceptable.
 - 4.2. Using existing wiring in the attic is acceptable; however in most cases the existing wiring will not meet current requirements and will nearly certainly have to be upgraded.
 - 4.3. The requirements in Section #1 must be met.

5. Architectural Variance Request

Request for approval of satellite installation shall be submitted to the Fremont Vista HOA via its management office prior to the installation of the satellite dish. The Request must be signed by the owner(s) of the property and approved by the Board of Directors prior to installation. There shall be no charge for this application. Please allow up to 60 days to process the request. Please note that until all request information has been received and approved, the request cannot be processed. The Board is committed to working with the applicant to find a method that allows satellite operation, while maintaining the architectural beauty and integrity of Fremont Vista.

6. For Existing Dishes

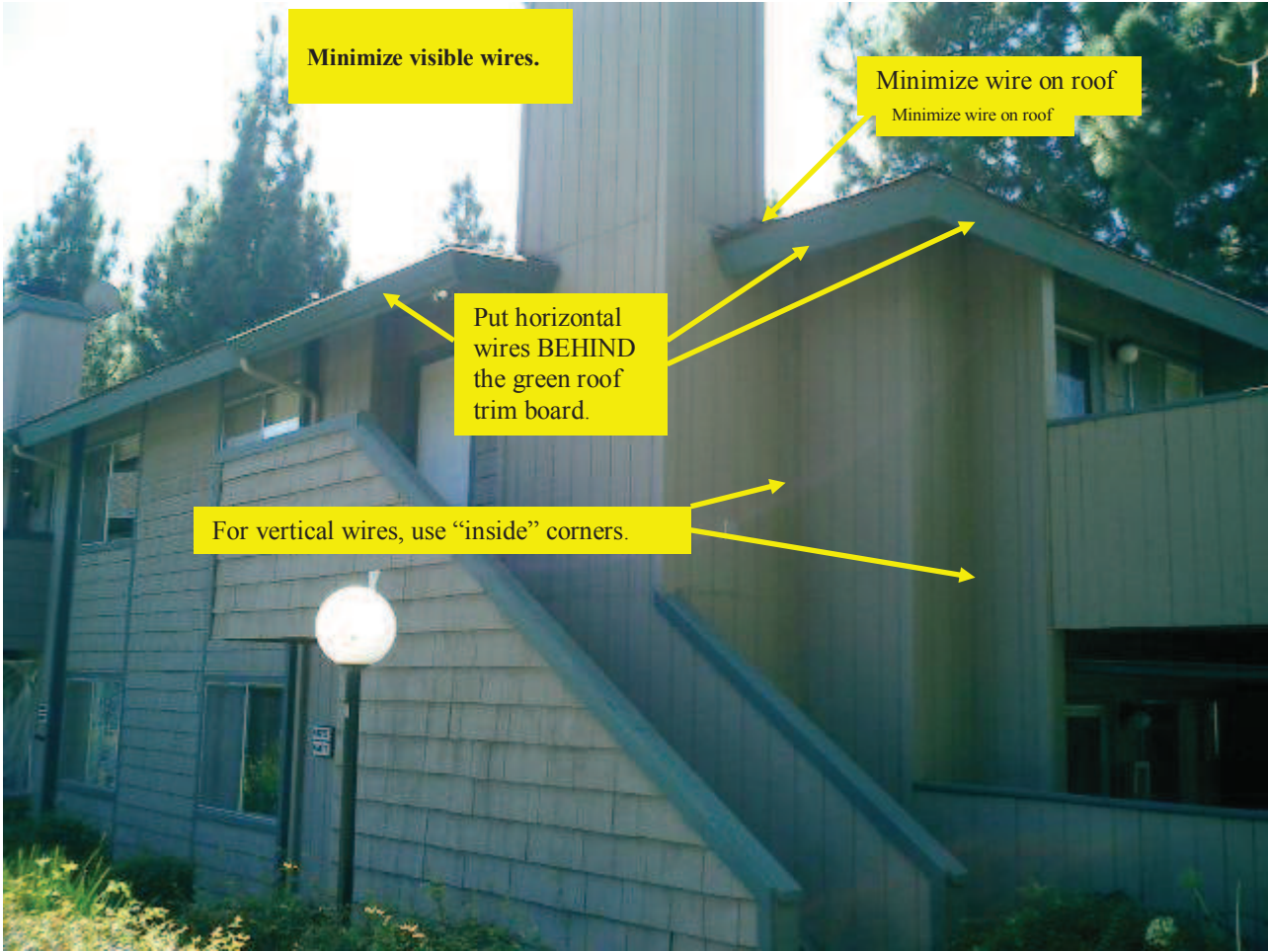
All existing satellite dish installations need to start with an Architectural Variance Request.

I/We agree to accept and abide by the terms of this agreement.

Unit Owners _____ Date _____
 Signature Signature

 Printed Name Printed Name

Unit Address _____



Architectural Guidelines for Replacement Windows

Adopted and Approved January 9, 2013

Replacement windows shall match the look of the original windows as closely as possible. The window will have an aluminum or aluminum looking strip 1" to 2" wide next to the glass followed by building trim color which may change depending on the exterior paint color scheme we choose. The following options are acceptable; the homeowner is responsible for checking with the manufacturer to verify their windows will match the specifications.

- 1) Brushed aluminum frame: New construction or retrofit installation with a maximum 2" width aluminum frame.
- 2) Silver-colored by the manufacturer vinyl frame: New construction installation only with 2" width maximum vinyl frame size.
- 3) Painted vinyl frame: Retrofit installation with silver or "aluminum like" paint strip next to the glass between 1" and 2" wide and trim color for the remaining part of the vinyl. The homeowner should be aware that painting the vinyl may void the window warranty.

Other options may be acceptable; submit an Architectural Modification Request for approval.

These guidelines are in effect and are now a part of the governing documents of the Association.

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Fremont Vistas Homeowners Association

Email from JBob Regarding A/C units likely to be approved

- * Window air conditioner in patio or balcony window only and only if it cannot be seen from the driveways or sidewalks, i.e. the highest part must be less than the height of the patio or balcony fence.
- * Through-wall air conditioner in patio or balcony area only and only if it cannot be seen from the driveways or sidewalks, i.e. the highest part must be less than the height of the patio or balcony fence. It also must be installed by a licensed contractor who will insure proper weather-proofing to protect the interior wood. The HOA may require an independent inspection.
- * Otherwise, use "windowless" or "portable" air conditioners which do not need an Arch Application. These type of air conditioners have 1 or 2 hoses that need to be vented to the outside and that venting must be done through a window in such a way as to have a minimum effect on the external appearance.

ARCHITECTURAL ESTOPPEL RESOLUTION

WHEREAS, the Fremont Vista Homeowners' Association's Declaration of Covenants, Conditions and Restrictions ("CC&R's") provides that there shall be Architectural Control; and

WHEREAS, said CC&R's provide that the Architectural Control Committee shall control structural and architectural landscaping; and

WHEREAS, said CC&R's provide that it is the responsibility of each member to maintain and upkeep said property; and

WHEREAS, the Board of Directors has found that purchasers have purchased non-conforming subdivision interests;

NOW, THEREFORE, LET IT BE RESOLVED, that the Board of Directors of the Fremont Vistas Homeowners' Association adopt on this the 1st day of January, 1993 the following policy to provide for architectural assurance:

FIRST: Upon receipt of notice pending sale of a subdivision interest the Board of Directors shall perform or delegate to their managing agent to responsibility to perform an inspection of that particular subdivision interest. The inspector has limited liability for this inspection, being responsible only for those items visible on the inspection of the subdivision interest.

SECOND: The Board of Directors shall issue a report known as the "Architectural Estoppel Certificate" to the owner of the subdivision interest at the last address registered with the Association upon inspection of said interest.

- A) The Certificate shall notify the owner of any non-conforming conditions or needed repairs at the time of inspection.
- B) The Certificate shall notify the owner of action which must be taken to bring the property into compliance; or what action needs to be taken to make an application to the Architectural Control Committee for approval of alterations. The Architectural Application does not fulfill the compliance requirement. Further, since said Architectural Application is being instituted after the fact, the applicant has waived the right for review within the thirty (30) day review provision of the Governing Documents of the Association, and written approval shall be required.

THIRD: The report will be made after an inspection of the subdivision interest to determine if the properties (subdivision interest and appurtenant common and limited common areas) are in compliance with the maintenance standards. For example:

- A) That all additions and/or changes from the original design that fall within the jurisdiction of the Board of Directors have been approved and are being maintained in a first class condition consistent with the standards represented by the Association's maintenance program for facilities maintained by the Association.

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B) And the following areas are in good, clean, safe and attractive condition:

- 1) Doors and Doorways
- 2) Windows, Screens and Window Coverings
- 3) Patio and Deck Areas

FOURTH: The Association shall issue an "Architectural Estoppel Certificate" which shall notify the owner/agent of the non-conformance and shall provide conclusive evidence to the owner or buyer of the condition of the subdivision interest. The Board of Directors after due notice, may cause the repairs to be performed.

A) If the non-conforming condition is considered to be a threat to life or property, then the inspector/managing agent shall by means of the "Architectural Estoppel Certificate" take reasonable efforts to contact the owner or, if not available, by notifying the Board of Directors of Fremont Vista and posting upon the subdivision with a twenty four hour notice, that the managing agent will exercise their right of entry to the exterior of the subdivision interest for the purpose of causing the repair(s). Further, said notice shall inform the owner that all costs incurred will become a charge to the subdivision interest owner if it is the repair or maintenance of the deficient or defective item or condition. If the condition or item is the responsibility of the Associate, then the Association shall assume the expense for the repair.

B) If the non-conforming condition is considered not to be a threat to life or property, then the inspector/managing agent shall notify the owner/agent by the issuance of the "Architectural Estoppel Certificate" of the condition and shall require a written letter from the owner/agent which guarantees at least the following:

- 1) That the owner shall make such repairs prior to the conveyance of the property to the new owner, but no longer than ninety (90) days from the date of the notice entitled "Architectural Estoppel"; or
- 2) That they shall provide escrow instructions acceptable to the Association that the repairs shall be performed within ninety (90) days from the date of the sale and that all costs for the repair shall be paid from the escrow.

FIFTH: The Association shall specially assess against each subdivision interest a charge of \$60.00 for each "Architectural Estoppel Certificate" issued which is the result of a pending sale plus any other actual expenses incurred in bringing the subdivision interest into compliance.

SIXTH: Said "Architectural Estoppel Certificate" shall be executed on behalf of the Association by the inspector/managing agent for the Association.

SEVENTH: This policy shall take effect thirty (30) days after publication.

Adopted:

Certified by:



President of the Board of Directors

Confidential Information

The following information is requested from you so that the correct person can be contacted on Homeowner Association business and in case of emergencies. This information will be available only to the Board of Directors and the management company.

PROPERTY:

MEMBER NUMBER: _____ - _____
ADDRESS: _____
ASSOCIATION: Fremont Vistas Homeowners Association

PROPERTY OWNER(S):

NAME: _____	NAME: _____
ADDRESS: _____	ADDRESS: _____
PHONE HOME: _____	PHONE HOME: _____
WORK: _____	WORK: _____
CELL: _____	CELL: _____
EMAIL ADDRESS: _____	EMAIL ADDRESS: _____

PERSON TO CONTACT IN CASE OF EMERGENCY (FOR OWNER)

NAME: _____
ADDRESS: _____
PHONE HOME: _____
WORK: _____
CELL: _____
EMAIL ADDRESS: _____

RESIDENT (IF OTHER THAN OWNER)

NAME: _____	NAME: _____
ADDRESS: _____	ADDRESS: _____
PHONE HOME: _____	PHONE HOME: _____
WORK: _____	WORK: _____
CELL: _____	CELL: _____
EMAIL ADDRESS: _____	EMAIL ADDRESS: _____
START DATE OF LEASE: _____	END DATE OF LEASE: _____

PERSON TO CONTACT IN CASE OF EMERGENCY (FOR RESIDENT)

NAME: _____
ADDRESS: _____
PHONE HOME: _____
WORK: _____
CELL: _____
EMAIL ADDRESS: _____

CHILDREN (IF UNDER 18 YEARS OF AGE)

NAME: _____
AGE: _____

NAME: _____
AGE: _____

NAME: _____
AGE: _____

NAME: _____
AGE: _____

VEHICLE (S):

MAKE: _____
YEAR: _____
MODEL: _____
COLOR: _____
LICENSE: _____ ST: _____

MAKE: _____
YEAR: _____
MODEL: _____
COLOR: _____
LICENSE: _____ ST: _____

MAKE: _____
YEAR: _____
MODEL: _____
COLOR: _____
LICENSE: _____ ST: _____

MAKE: _____
YEAR: _____
MODEL: _____
COLOR: _____
LICENSE: _____ ST: _____

This is **CONFIDENTIAL** information and will not be available to other residents. Please fill out and return at your earliest convenience.

I hereby certify the above information as being true and correct.

Signature (Owner or Agent)

Name (please print)

Date