

The Lakes of Mountain View Association

June 15, 2021

Dear The Lakes of Mountain View Association Homeowner:

Enclosed you will find the 2021-2022 Budget for your Association that was approved by your Board of Directors. It is accompanied by the mandated disclosures and reserve study analysis. Please review these important documents and keep them with your other important Association records for future reference.

Your Board of Directors has worked hard to prepare a budget that meets the demands of the Homeowners' Association while continuing to adequately fund the reserves and meet the needs of an aging community. Effective August 1, 2021, the Monthly Assessment for 2021-2022 will be \$595.00. This represents an increase of 8.18%.

Your Board and the Community Management Team are working diligently on your behalf to ensure the financial integrity of the Association, protect the long-term interests of all homeowners, and keep our property values high. This increase was necessary to adequately fund the reserves in order to address the upcoming improvement projects. We will continue to carefully monitor and control our costs and adjust where necessary to get the maximum benefit from our annual assessment revenue.

Please contact us through our Managing Agent, The Manor Association, with any questions you may have. Kristin Amarillas can be reached at 650-781-4107 or via e-mail at kamarillas@manorinc.com. Thank you very much for your continued support.

Sincerely,

The Lakes of Mountain View Association Board of Directors

Enclosures:

2021 Pro Forma Budget or Summary – Civil Code Section 5300(b) (1)
Summary of Associations Reserves (Reserve Study) – Civil Code Section 5300(b) (2)
Summary of Reserve Funding Plan – Civil Code Section 5300(b) (3)
Statement on Deferral – Civil Code Section 5300(b) (4)
Statement on Special Assessments – Civil Code Section 5300(b) (5)
Statement on Reserve Funding – Civil Code Section (b) (6)
Statement Outlining Reserve Calculation – Civil Code Section 5300(b) (7)
Association Loan Disclosure – Civil Code Section 5300(b) (8)
Insurance Coverages – Civil Code Section 5300(b) (9)
Assessment and Reserve Fund Disclosure Summary – Civil Code Section 5300(b) (10)

The Lakes of Mountain View Homeowners Association
Approved Operating Budget - Year ending 07/31/2022
72 Units

Actuals as of 03/31/2021

	2019 2020	2019 2020	2020 2021	2020 2021	2020 2021	2021 2022	2021 2022	2021 2022
Account	Actual	Budget	YTD Actual	FYE Projected	Budget	Budget	Monthly	Unit /mo.
INCOME								
40000 Regular Assessment	\$ 475,200.00	\$ 475,200	\$ 316,800.00	\$ 475,200.00	\$ 475,200.00	\$ 514,075.93	\$ 42,840.00	\$ 595.00
41700 Interest Income - Operating	\$ 33.69	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42120 Key Replacement	\$ 410.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42126 Utility Reimbursement	\$ 18,960.86	\$ 19,104	\$ 16,523.65	\$ 24,785.48	\$ 24,000.00	\$ 31,167.79	\$ 2,597.32	\$ 36.07
42200 Misc.other Income	\$ 25.00	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
42600 Move In/Out	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -
42720 Inspection Fees	\$ 200.00	\$ -	\$ 200.00	\$ 200.00	\$ -	\$ -	\$ -	\$ -
43200 Late Charges	\$ 112.00	\$ -	\$ 416.03	\$ 416.03	\$ -	\$ -	\$ -	\$ -
TOTAL INCOME	\$ 495,141.55	\$ 496,804	\$ 334,139.68	\$ 500,801.51	\$ 499,200.00	\$ 545,243.72	\$ 45,437.32	\$ 631.07
OPERATING EXPENSES								
<u>Administrative:</u>								
50010 Bad Debt	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
50015 CPA Services	\$ 1,920.00	\$ 6,600	\$ 1,490.00	\$ 1,490.00	\$ 1,500.00	\$ 1,500.00	\$ 125.00	\$ 1.74
50023 Legal	\$ 2,410.00	\$ 3,000	\$ -	\$ 4,000.00	\$ 4,000.00	\$ 2,500.00	\$ 208.33	\$ 2.89
50025 Management Fee	\$ 19,152.00	\$ 15,552	\$ 13,968.00	\$ 20,952.00	\$ 20,952.00	\$ 21,999.60	\$ 1,833.30	\$ 25.46
50035 Reserve Study	\$ 3,700.00	\$ 1,425	\$ -	\$ 1,425.00	\$ 1,425.00	\$ 1,200.00	\$ 100.00	\$ 1.39
50050 Misc Admin	\$ 1,684.60	\$ 4,650	\$ -	\$ 1,500.00	\$ 1,500.00	\$ -	\$ -	\$ -
50051 Postage and Printing	\$ 5,433.54	\$ 4,500	\$ 1,346.54	\$ 2,019.81	\$ 4,500.00	\$ 2,100.00	\$ 175.00	\$ 2.43
50140 Insurance (package)	\$ 47,014.91	\$ 50,000	\$ 20,296.40	\$ 30,444.60	\$ 49,500.00	\$ 32,000.00	\$ 2,666.67	\$ 37.04
50150 Earthquake Insurance	\$ -	\$ -	\$ 18,822.80	\$ 28,234.20	\$ 23,000.00	\$ -	\$ -	\$ -
51010 Dues and Subscriptions	\$ -	\$ 275	\$ -	\$ -	\$ 320.00	\$ 325.00	\$ 27.08	\$ 0.38
52131 State Income Taxes	\$ 462.00	\$ 225	\$ 10.00	\$ 10.00	\$ 50.00	\$ 50.00	\$ 4.17	\$ 0.06
52132 Federal Income Taxes	\$ 853.00	\$ 375	\$ -	\$ -	\$ 400.00	\$ -	\$ -	\$ -
TOTAL ADMIN.	\$ 82,630.05	\$ 86,602	\$ 55,933.74	\$ 90,075.61	\$ 107,147.00	\$ 61,674.60	\$ 5,139.55	\$ 71.38
50283 Garbage Sorter Expense	\$ 6,935.00	\$ 6,348	\$ 4,936.00	\$ 7,404.00	\$ 6,348.00	\$ 7,626.12	\$ 635.51	\$ 8.83
50500 Electrical Repairs- Exterior	\$ 8,681.26	\$ 5,000	\$ 2,700.15	\$ 4,050.23	\$ 4,500.00	\$ 4,000.00	\$ 333.33	\$ 4.63
50620 Fire Alarm Syst Repairs	\$ 8,131.53	\$ 5,000	\$ 337.50	\$ 506.25	\$ 6,500.00	\$ 6,500.00	\$ 541.67	\$ 7.52
50633 Fire System Inspection	\$ 1,825.05	\$ 2,500	\$ 945.00	\$ 1,417.50	\$ 2,500.00	\$ 1,900.00	\$ 158.33	\$ 2.20
50870 General Maintenance and Repair	\$ 29,572.53	\$ 9,500	\$ 20,794.25	\$ 31,191.38	\$ 12,000.00	\$ 12,000.00	\$ 1,000.00	\$ 13.89
51020 Pest Control Service	\$ 3,870.00	\$ 5,000	\$ 3,293.00	\$ 4,939.50	\$ 5,000.00	\$ 5,150.00	\$ 429.17	\$ 5.96
51045 Plumbing and Sewer	\$ 900.00	\$ 5,000	\$ 3,230.05	\$ 4,845.08	\$ 3,000.00	\$ 3,000.00	\$ 250.00	\$ 3.47
51120 Roof Maintenance/Repair	\$ 4,530.03	\$ 9,000	\$ -	\$ -	\$ 8,000.00	\$ 8,000.00	\$ 666.67	\$ 9.26
52231 Contingency Operating	\$ -	\$ 7,727	\$ -	\$ -	\$ 3,000.00	\$ -	\$ -	\$ -

The Lakes of Mountain View Homeowners Association
Approved Operating Budget - Year ending 07/31/2022
72 Units

Actuals as of 03/31/2021

	2019 2020	2019 2020	2020 2021	2020 2021	2020 2021	2021 2022	2021 2022	2021 2022
Account	Actual	Budget	YTD Actual	FYE Projected	Budget	Budget	Monthly	Unit /mo.
52253 Water Damage	\$ -	\$ 10,000	\$ 1,999.14	\$ 2,998.71	\$ 6,000.00	\$ 20,000.00	\$ 1,666.67	\$ 23.15
TOTAL GEN. MAINT.	\$ 64,445.40	\$ 65,075	\$ 38,235.09	\$ 57,352.64	\$ 56,848.00	\$ 68,176.12	\$ 5,681.34	\$ 78.91
Landscaping:								
50200 Landscape-Contract	\$ 27,887.00	\$ 27,096	\$ 19,928.00	\$ 29,892.00	\$ 30,636.00	\$ 31,555.08	\$ 2,629.59	\$ 36.52
50210 Landscape Extras	\$ 13,670.00	\$ 2,000	\$ 13,416.37	\$ 20,124.56	\$ 7,000.00	\$ 14,000.00	\$ 1,166.67	\$ 16.20
50230 Landscape Irrigation Repairs	\$ 6,638.04	\$ 5,500	\$ 4,807.95	\$ 7,211.93	\$ 7,000.00	\$ 5,500.00	\$ 458.33	\$ 6.37
TOTAL LANDSCAPING:	\$ 48,195.04	\$ 34,596	\$ 38,152.32	\$ 57,228.48	\$ 44,636.00	\$ 51,055.08	\$ 4,254.59	\$ 59.09
Utilities:								
52170 PG&E - Electricity	\$ 11,461.85	\$ 13,000	\$ 16,591.34	\$ 24,887.01	\$ 19,000.00	\$ 25,000.00	\$ 2,083.33	\$ 28.94
52180 PG&E Gas	\$ 1,551.64	\$ 1,500	\$ 1,566.12	\$ 2,349.18	\$ 4,200.00	\$ 2,400.00	\$ 200.00	\$ 2.78
52230 Water & Sewer	\$ 86,458.80	\$ 79,600	\$ 57,638.07	\$ 86,457.11	\$ 86,400.00	\$ 89,050.82	\$ 7,420.90	\$ 103.07
52254 Waste Disposal	\$ 22,560.26	\$ 23,500	\$ 15,448.70	\$ 23,173.05	\$ 23,800.00	\$ 23,800.00	\$ 1,983.33	\$ 27.55
TOTAL UTILITIES:	\$ 122,032.55	\$ 117,600	\$ 91,244.23	\$ 136,866.35	\$ 133,400.00	\$ 140,250.82	\$ 11,687.57	\$ 162.33
Recreational:								
50800 Lake Maintenance	\$ 9,636.00	\$ 9,636	\$ 6,800.00	\$ 10,200.00	\$ 10,200.00	\$ 10,506.00	\$ 875.50	\$ 12.16
50810 Lake Repair & Supplies	\$ 400.00	\$ 1,500	\$ 340.00	\$ 510.00	\$ 3,800.00	\$ 600.00	\$ 50.00	\$ 0.69
51080 Pool & Spa Service	\$ 3,442.50	\$ 3,055	\$ 2,380.00	\$ 3,570.00	\$ 4,080.00	\$ 3,677.10	\$ 306.43	\$ 4.26
51084 Pool License Fees	\$ 1,292.00	\$ 1,300	\$ 1,292.00	\$ 1,292.00	\$ 1,300.00	\$ 1,300.00	\$ 108.33	\$ 1.50
51085 Pool & Spa Supplies/Repair	\$ 588.75	\$ 1,900	\$ 2,978.12	\$ 4,467.18	\$ 2,000.00	\$ 2,000.00	\$ 166.67	\$ 2.31
TOTAL RECREATIONAL:	\$ 15,359.25	\$ 17,391	\$ 13,790.12	\$ 20,039.18	\$ 21,380.00	\$ 18,083.10	\$ 1,506.93	\$ 20.93
Reserves:								
52080 Reserve Allocation	\$ 144,200.00	\$ 173,040	\$ 90,526.00	\$ 135,789.00	\$ 135,789.00	\$ 206,004.00	\$ 17,167.00	\$ 238.43
TOTAL RESERVES:	\$ 144,200.00	\$ 173,040	\$ 90,526.00	\$ 135,789.00	\$ 135,789.00	\$ 206,004.00	\$ 17,167.00	\$ 238.43
Total Operating Expenses	\$ 476,862.29	\$ 494,304.00	\$ 327,881.50	\$ 497,351.25	\$ 499,200.00	\$ 545,243.72	\$ 45,436.98	\$ 631.07
Net Income		\$ 2,500	\$ 6,258.18	\$ 3,450.26	\$ -	\$ -	\$ 0.34	\$ 0.00

The Lakes of Mountain View Association

Level 3 Reserve Study



Report Period - 8/1/2021 to 7/31/2022

Client Reference Number	16840
Property Type	Condominium
Number of Units	72
Fiscal Year End	7/31
Type of Study	Update without Site Visit
Date of Site Visit	N/A
Prepared By	Robert Forney
Analysis Method	Cash Flow
Funding Goal	Full Funding

Report prepared on - Jun 2, 2021



Applied Reserve Analysis
TEL: (800) 500-8505 | Fax: (800) 500-7305
www.AppliedReserveAnalysis.com

Executive Summary - The Lakes of Mountain View Association - ID # 16840

Information to complete this Update without Site Visit Study was gathered through research with the client as well as from the previous report. In addition, we may also have obtained information by contacting any vendors and/or contractors that have worked on the property recently. To the best of our knowledge, the conclusions and recommendations of this report are considered reliable and accurate insofar as the information obtained from these sources.

Projected Starting Balance as of 8/1/2021	\$735,927
Ideal Reserve Balance as of 8/1/2021	\$1,681,301
Percent Funded as of 8/1/2021	44%
Recommended Reserve Contribution (per month)	\$17,167
Recommended Special Assessment	\$0

Property Details

The Lakes of Mountain View Association is a 72 unit condominium association located in Mountain View CA. The association has a pool, spa, garages, pathways, lake and irrigation system. The association was constructed in 1979.

Currently Programmed Projected

Projects programmed to occur this fiscal year (FY 2022) include: Metal Roofing - Replace (Phase 3) (Comp #107). Asphalt - Preventive Maintenance (Comp #403). Wood Fencing - Partial Repair/Replace (Comp #1002). Lake Perimeter Fencing - Replace (Comp #1090). Deck Caulking - Replace (Comp #1120). Irrigation System - Repair (Comp #1701). We have programmed an estimated \$165,150 in reserve expenditures toward the completion of these projects. (See Page(s) 19 - 22)

Significant Reserve Projects

The association's significant reserve projects include: Wood/Metal Surfaces - Repaint (Comp #217). Membrane Roofing - Replace (Comp #101). Siding - Repair (Comp #290). Dry Rot, Trellis & Termite Damage - Repair (Comp #303). The fiscal significance of these components is approximately 25%, 23%, 5% and 5% respectively. A component's significance is calculated by dividing its replacement cost by its useful life. In this way, not only is a component's replacement cost considered but also the frequency of occurrence. These components most significantly contribute to the total monthly reserve contribution. As these components have a high level of fiscal significance the association should properly maintain them to ensure they reach their full useful lives. (See Page(s) 13) - 14

Reserve Funding

In comparing the projected starting reserve balance of \$735,927.42 versus the ideal reserve balance of \$1,681,301 we find the association's reserve fund to be approximately 44% funded. This indicates a fair reserve fund position. In order to continue to strengthen the account fund, we suggest adopting a monthly reserve contribution of \$17,167 (\$238.43/unit) per month. If the contribution falls below this rate, then the reserve fund may fall into a situation where special assessments, deferred maintenance, and lower property values are likely at some point in the future.

Starting Reserve Balance

We have estimated the starting reserve balance by taking the actual reserve balance of \$701,980.17 per the 4/30/21 balance sheet provided by the client and adding three months of reserve contributions of \$11,315.75/month to get a starting balance of approximately \$735,927.42 at 7/1/2021.

Funding Summary

Beginning Assumptions

# of units	72
Fiscal Year End	7/31
Budgeted Monthly Reserve Contribution	\$17,167
Projected Starting Reserve Balance	\$735,927
Ideal Starting Reserve Balance	\$1,681,301

Economic Assumptions

Current Inflation Rate	3.00%
Reported After-Tax Interest Rate	0.50%

Current Reserve Status

Current Balance as a % of Ideal Balance	44%
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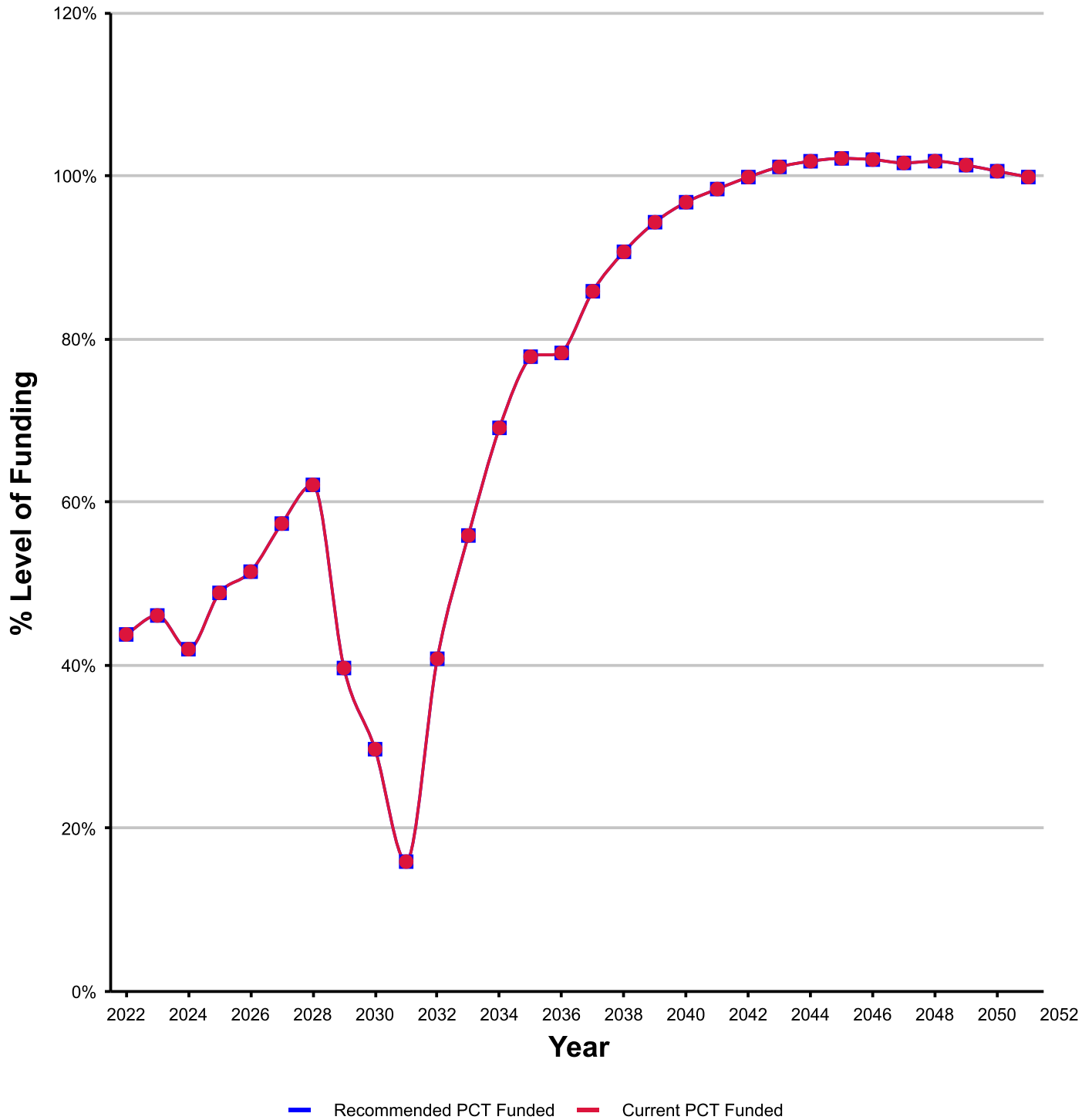
Recommendations

Recommended Special Assessment	\$0
Recommended Monthly Reserve Contribution	\$17,167
Per Unit	\$238.43
Future Annual Increases	3.00%
For number of years:	4
Increases thereafter:	1.75%

Changes From Prior Year

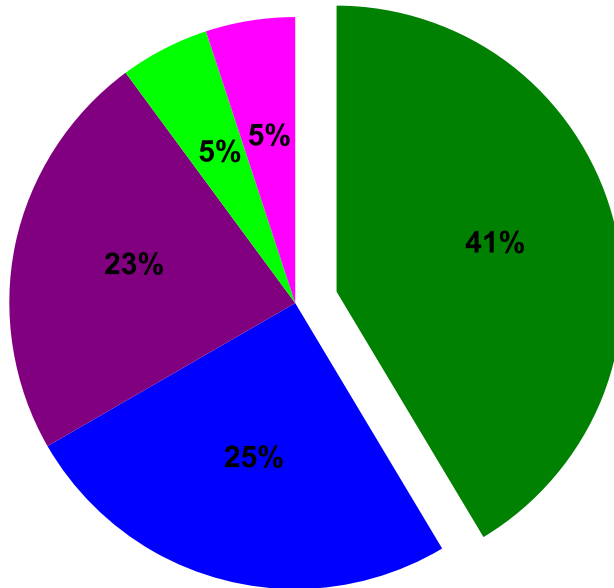
Recommended Increase to Reserve Contribution	\$0
as Percentage	0%

Percent Funded - Graph



Significant Components - Graph

- See Expanded Table For Breakdown
- Wood/Metal Surfaces - Repaint
- Membrane Roofing - Replace
- Siding - Repair
- Dry Rot, Trellis & Termite Damage - Repair



ID #	Component Name	Useful Life (yrs.)	Remaining Useful Life (yrs.)	Average Current	Significance: (Curr Cost/UL) AS %	
217	Wood/Metal Surfaces - Repaint	6	1	\$192,000	\$32,000	25%
101	Membrane Roofing - Replace	25	6	\$750,000	\$30,000	23%
290	Siding - Repair	6	1	\$40,000	\$6,667	5%
303	Dry Rot, Trellis & Termite Damage - Repair	6	1	\$37,500	\$6,250	5%
All Other	See Expanded Table For Breakdown				\$74,917	41%

Yearly Summary

Year	Beginning Fully Funded Balance	Beginning Reserve Balance	Beginning % Funded	Reserve Contributions	Interest Income	Reserve Expenses	Ending Reserve Balance	Ending Fully Funded Balance
2022	\$1,681,301	\$735,927	44%	\$206,004	\$3,790	\$165,150	\$780,572	\$1,693,402
2023	\$1,693,402	\$780,572	46%	\$212,184	\$3,528	\$365,341	\$630,943	\$1,503,622
2024	\$1,503,622	\$630,943	42%	\$218,550	\$3,569	\$56,228	\$796,834	\$1,630,607
2025	\$1,630,607	\$796,834	49%	\$225,106	\$4,091	\$186,201	\$839,830	\$1,631,723
2026	\$1,631,723	\$839,830	51%	\$231,859	\$4,623	\$66,405	\$1,009,908	\$1,760,582
2027	\$1,760,582	\$1,009,908	57%	\$235,917	\$5,442	\$83,758	\$1,167,509	\$1,879,882
2028	\$1,879,882	\$1,167,509	62%	\$240,045	\$3,990	\$982,705	\$428,840	\$1,081,428
2029	\$1,081,428	\$428,840	40%	\$244,246	\$1,693	\$426,151	\$248,628	\$836,991
2030	\$836,991	\$248,628	30%	\$248,521	\$867	\$399,729	\$98,286	\$617,297
2031	\$617,297	\$98,286	16%	\$252,870	\$1,028	\$39,143	\$313,041	\$767,424
2032	\$767,424	\$313,041	41%	\$257,295	\$2,027	\$74,251	\$498,112	\$891,050
2033	\$891,050	\$498,112	56%	\$261,797	\$3,127	\$9,966	\$753,070	\$1,089,912
2034	\$1,089,912	\$753,070	69%	\$266,379	\$4,391	\$19,961	\$1,003,880	\$1,289,917
2035	\$1,289,917	\$1,003,880	78%	\$271,041	\$4,573	\$453,924	\$825,569	\$1,054,576
2036	\$1,054,576	\$825,569	78%	\$275,784	\$4,772	\$22,386	\$1,083,739	\$1,262,463
2037	\$1,262,463	\$1,083,739	86%	\$280,610	\$5,944	\$75,951	\$1,294,342	\$1,427,395
2038	\$1,427,395	\$1,294,342	91%	\$285,521	\$7,110	\$36,908	\$1,550,064	\$1,643,648
2039	\$1,643,648	\$1,550,064	94%	\$290,517	\$8,378	\$47,106	\$1,801,853	\$1,862,228
2040	\$1,862,228	\$1,801,853	97%	\$295,601	\$9,698	\$28,941	\$2,078,211	\$2,112,608
2041	\$2,112,608	\$2,078,211	98%	\$300,774	\$9,905	\$504,133	\$1,884,758	\$1,887,782
2042	\$1,887,782	\$1,884,758	100%	\$306,038	\$9,877	\$133,923	\$2,066,749	\$2,044,460
2043	\$2,044,460	\$2,066,749	101%	\$311,394	\$10,946	\$76,644	\$2,312,444	\$2,271,974
2044	\$2,271,974	\$2,312,444	102%	\$316,843	\$12,071	\$124,547	\$2,516,811	\$2,464,328
2045	\$2,464,328	\$2,516,811	102%	\$322,388	\$13,361	\$23,683	\$2,828,877	\$2,773,916
2046	\$2,773,916	\$2,828,877	102%	\$328,030	\$14,866	\$52,853	\$3,118,921	\$3,070,549
2047	\$3,070,549	\$3,118,921	102%	\$333,770	\$14,779	\$673,673	\$2,793,796	\$2,744,672
2048	\$2,744,672	\$2,793,796	102%	\$339,611	\$14,641	\$84,107	\$3,063,941	\$3,024,548
2049	\$3,024,548	\$3,063,941	101%	\$345,554	\$16,115	\$42,204	\$3,383,406	\$3,364,504
2050	\$3,364,504	\$3,383,406	101%	\$351,601	\$17,045	\$316,077	\$3,435,975	\$3,441,352
2051	\$3,441,352	\$3,435,975	100%	\$357,754	\$18,031	\$33,699	\$3,778,062	END

Assessment and Reserve Funding Disclosure Summary

For the Fiscal Year Ending 7/31/2022

California Civil Code Section 5570

The Lakes of Mountain View Association

(1) The assessment per ownership interest is \$595 per month. Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached summary.

(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:

Date assessment will be due	Amount per ownership interest per month or year (If assessments are variable, see note immediately below)	Purpose of the Assessment
N/A	N/A	N/A

Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached report.

(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 X 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 date assessment will be due	Amount per ownership interest per month or year
N/A	N/A

(5) All major components are included in the reserve study and are included in its calculations.

(6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current fiscal year (FY 2021) is \$1,681,301, based in whole or in part on the last reserve study or update prepared by Applied Reserve Analysis as of Jun 2, 2021. The projected reserve fund cash balance at the end of the current fiscal year (FY 2021) is \$735,927, resulting in reserves being 44% funded at this date. If an alternate, but generally accepted, method of calculation is also used, the required reserve amount is \$ N/A . (See attached explanation if applicable)

(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is \$ (See Chart Below) , and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is \$ (See Chart Below) , leaving the reserve at \$ (See Chart Below) percent funding. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be \$ (See Chart Below) , leaving the reserve at (See Chart Below), percent funding. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on reserve funds was 0.500% percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 3.000% percent per year.

End of Fiscal Year	Projected End Balance (Per Reserve Study)	Projected Ideal Balance (Per Reserve Study)	Projected Percent Funded (Per Reserve Study)	Projected End Balance (Approved Funding Plan)	Percent Funded (Approved Funding Plan)
2022	\$780,572	\$1,693,402	46%	\$780,572	46%
2023	\$630,943	\$1,503,622	42%	\$630,943	42%
2024	\$796,834	\$1,630,607	49%	\$796,834	49%
2025	\$839,830	\$1,631,723	51%	\$839,830	51%
2026	\$1,009,908	\$1,760,582	57%	\$1,009,908	57%

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at that time. The estimates are subject to change.

For the purposes of preparing a summary pursuant to this section:

- (1) "Estimated remaining useful life" means the time reasonably calculated to remain before a major component will require replacement.
- (2) "Major component" has the meaning used in Section 5300. Components with an estimated remaining useful life of more than 30 years may be included in a study as a capital asset or disregarded from the reserve calculation, so long as the decision is revealed in the reserve study report and reported in the Assessment and Reserve Funding Disclosure Summary.
- (3) The form set out in subdivision (a) shall accompany each annual budget report or summary thereof that is delivered pursuant to Section 5300. The form may be supplemented or modified to clarify the information delivered, so long as the minimum information set out in subdivision (a) is provided.
- (4) For the purpose of the report and summary, the amount of reserves needed to be accumulated for a component at a 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 life of the component. This shall not be construed to require the board to fund reserves in accordance with this calculation.
- (5) The board has not determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less.
- (6) The board has not determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserve to fund same.
- (7) The board intends to fund the reserves to repair or replace major components via a regular monthly reserve assessment.
- (8) The current deficiency in reserve funding expressed on a per unit basis is \$13,130.19.

ANNUAL POLICY STATEMENT / ANNUAL BUDGET REPORT

June 7, 2021

California state law requires associations to disclose general and specific types of information annually to their members. This Annual Policy Statement and Annual Budget Report is a compilation of required disclosures and additional information that the board would like the members to receive.

NOTICE OF ASSESSMENT INCREASE – CIVIL CODE SECTION 5615

The Association is required to provide notice to owners of any increase in the regular assessments of the Association, not less than 30 nor more than 60 days prior to the increased assessment becoming due.

The monthly regular assessments for The Lakes of Mountain View Association have been adjusted to cover operating expenses and to fund the reserves. Therefore, the regular assessments will increase by 8.18% beginning August 1, 2021, to \$595.00 per unit per month for regular assessments.

ANNUAL POLICY STATEMENT – CIVIL CODE SECTION 5310

ASSOCIATION CONTACT FOR OFFICIAL COMMUNICATIONS – CIVIL CODE SECTION 5310(a)(1)

The official point of contact for communications directed by members to the Association is:

Managing Agent
c/o The Manor Association, Inc.
1800 Gateway Drive, Suite 100, San Mateo, CA 94404

The person designated to receive official communications by mail for the Association is:

Managing Agent
c/o The Manor Association, Inc.
1800 Gateway Drive, Suite 100, San Mateo, CA 94404

ASSOCIATION RECEIPT OF OFFICIAL AND OTHER COMMUNICATIONS

Official communications to the Association must be submitted in writing to the person designated above. Official communications must be sent via U.S. mail, or by e-mail to cs@manorinc.com; or by personal delivery to the address listed above.

“Official communications” include: (i) requests to meet and confer; (ii) Requests for Resolution; (iii) requests to opt-out of the membership list; (iv) secondary address notifications; (v) requests for minutes of meetings; (vi) requests to inspect association records; (vii) requests to review membership list; (viii) requests to change a member’s information on the association membership list; (ix) requests for individual delivery of general notices; (ix) requests to receive a full copy of a specified annual budget report or annual policy statement; and (x) requests to receive all reports in full.

“Unofficial communication” includes items not listed above and must be submitted in writing to the person designated above via U.S. mail, or by e-mail to cs@manorinc.com; or by personal delivery to the address listed above.

SECONDARY ADDRESS NOTIFICATION - CIVIL CODE SECTION 5310(a)(2)

Any member of the Association may provide written notice by U.S. mail to the Association of a secondary address. If a secondary address is provided, the Association must send the member legally required notices to both the primary and secondary addresses.

LOCATION FOR POSTING OF GENERAL NOTICES - CIVIL CODE SECTION 5310(a)(3)

State law provides that the Association may provide certain types of notice to the members by “general delivery.” This means: (i) by including the notice in a billing statement; (ii) by including the notice in a newsletter; (iii) by broadcast television programming if the Association uses this form of communication; (iv) by posting the printed documents in the pre-determined location in the common area accessible to all members, or (v) by any method of “individual delivery” specified in state law (i.e., by first-class mail, by registered, certified or overnight mail, and (if requested by the Association and consented to by the member in writing) by e-mail, fax or posting to a dedicated Web site.

General Notices will be posted on the Association’s website at https://portal.manorinc.com/home_v2/Login.

MEMBER RIGHT TO RECEIVE GENERAL NOTICES BY INDIVIDUAL DELIVERY - CIVIL CODE SECTION 5310(a)(4)

Any Member of the Association may request to receive general notices by “individual delivery.” Individual delivery may be accomplished, at the Association’s choice, by: (i) first-class mail; (ii) registered, certified or express mail; (iii) overnight mail; and (iv) e-mail or posting to a dedicated Web site if the member has consented in writing to electronic delivery.

A member’s consent to electronic delivery must be provided in writing to the person designated to receive the Association’s official communications (see above).

MEMBER RIGHT TO RECEIVE BOARD MEETING MINUTES – CIVIL CODE SECTION 5310(a)(5)

State law provides that the minutes, or draft minutes, of Board meetings (other than executive session minutes) be available for distribution to members within thirty (30) days following a Board meeting. Members may request copies of such minutes by written request to The Manor Association, Inc., 1800 Gateway Drive, Suite 100, San Mateo, CA 94404, and pay reasonable copying and mailing costs.

NOTICE OF ASSESSMENTS AND FORECLOSURE – CIVIL CODE SECTION 5310(a)(6)

Please note the following statutory language from Civil Code Section 5730 with respect to the collection of assessments:

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 this information 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 as a result of a 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).

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 areas 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 5660 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.

(A) Payments: When an owner makes a payment, he or she 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. (Sections 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 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 exist. (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 to the payment plan standards of the association, if they exist. (Section 5665 of the Civil Code).

ASSESSMENT COLLECTION POLICY – CIVIL CODE SECTION 5310(a)(7)

State law provides that associations must notify their members annually of the lien rights and remedies. The following is our Association's Assessment Collection Policy:

IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.

1. The Association's mailing address for overnight payment is C/O the Manor Association, Inc., 1800 Gateway Drive, Suite 100, San Mateo, CA 94404.
2. An Owner may request in writing by U.S. mail to the Association of a secondary address. If a secondary address is provided, the Association shall send the owner collection notices to both the primary and secondary addresses
3. The regular assessment is due on the first day of each month and delinquent if not received by the thirtieth day of the month due. If delinquent, the Association will impose a late charge in the amount of 10% of the delinquent assessment and is entitled to interest on delinquent assessments, late charges and collection costs at an annual rate of 12% commencing thirty (30) days after the assessment becomes due.
4. After an account is sixty (60) days' delinquent, a letter will be sent to the Owner advising the amount owing and the date to respond before the account is forwarded to attorney for legal action. The account will be billed \$45.00 for costs.
5. When an account is ninety (90) days' delinquent, it is turned over to the Association's designated collection entity. The designated collection entity will provide an itemized statement of charges owed by the Owner, notify the Owner in writing by certified mail of the collection and lien enforcement procedures of the Association, the Owner's right to meet and confer to dispute the debt, the Owner's right to request a payment plan, the Owner's right to request alternative dispute resolution at specified points in the collection, and the Owner's right to inspect the Association's records to verify the debt. The Association will offer to the Owner, and if so, requested by the Owner, will meet and confer with the Owner about any assessment disputes the account will be billed \$300.00 for costs.

6. If the account is not paid in full within thirty (30) days following the designated collection entity's demand letter, a lien is prepared and recorded against the defaulting Owner's property. The Board will approve recording of the lien at an open Board meeting. Once recorded, the lien is mailed to the defaulting Owner, along with a letter that describes additional penalties for nonpayment of the lien and the procedures for foreclosure. The account will be billed associated costs.
7. An owner has a right to meet and confer with a representative of the Board if the Owner has a dispute regarding the debt, pursuant to the Association's Dispute Resolution procedures. After a lien is recorded, an Owner has the right to most forms of alternative dispute resolution with a neutral third party.
8. An Owner may submit a written request to meet with the Board to discuss a payment plan for the debt. The Board will meet with the Owner in executive session within 45 days of the postmark of the request, if the request is mailed within 15 days of the date of the postmark of letter referenced in paragraph 5 shown above, unless there is no regularly scheduled Board meeting within that period, in which case the Board may designate a committee of one or more Board members to meet with the Owner.
9. Prior to initiating foreclosure and if the Owner disputes the debt in writing, as set forth above, the Association will offer to meet and confer with the Owner or to participate in most forms of alternative dispute resolution. If the lien is not paid in full within thirty (30) days after it is recorded, the Association may file suit to recover delinquent assessments and costs and, if the delinquent assessments exceed \$1,800 or are more than twelve (12) months delinquent, the Association may file a lawsuit for judicial foreclosure of the lien and a money judgment against the Owner or conduct a nonjudicial foreclosure of the assessment lien. The Board shall approve the decision to foreclose in executive session. Notice of the Board's decision shall be personally served on the Owner if a resident or mailed first class to the Owner if a nonresident.
10. Pursuant to the Association CC&R's and state law, legal and collection costs incurred in collecting the delinquent assessments are paid by the defaulting Owner.
11. The Association shall record a release of lien within twenty-one (21) days following payment of all sums due the Association.

<p style="text-align: center;">MEMBER RIGHT TO RECEIVE DISCIPLINE POLICY AND SCHEDULE OF PENALTIES FOR VIOLATIONS CIVIL CODE SECTION 5310(a)(8)</p>

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.

All owners will receive one (1) warning letter prior to fines being assessed to their account. All violations shall be corrected within thirty (30) days. Owners may request a Board Hearing with this 30-day time frame. If you rent your unit, you are still responsible for the behavior of the tenant and will be held responsible for any fines incurred on behalf of the tenant.

Offense	1st Fine	2nd Fine
Violation of Rules	\$25.00	\$50.00
Damaging Landscape	\$30.00	\$60.00
Improper Disposal/Littering	\$25.00	\$50.00
Illegal Parking	Tow	Tow
Inoperable Vehicle	Tow	Tow
Vehicle Repair	\$35.00	\$70.00
Excessive Noise	\$25.00	\$50.00

At the Board's discretion, depending on the severity of the violation, fines may be levied up to \$100 on the first violation and may be doubled on the second or subsequent violation.

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.

MEET AND CONFER PROCEDURES - CIVIL CODE SECTION 5310(a)(9)

1. Either the Association or a disputing Member may request to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. A Member may refuse the Association's request to meet and confer. The Association may not refuse a Member's request to meet and confer.
3. The Association's Board shall designate a Board member 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. The parties may be assisted by any attorney or another person at their own cost when conferring.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties. Any agreement reached by the Board's designee must be ratified by the Board of Directors before it become effective.
6. A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:
 - a. The agreement is not in conflict with law or the Association's governing documents.
 - b. The Board ratifies the agreement.
 A Member will not be charged a fee to participate in the meet and confer process.

ALTERNATIVE DISPUTE RESOLUTION – CIVIL CODE SECTION 5310(a)(9)

The restrictions in the CC&Rs may be enforced by the Association or any Owner. However, pursuant to Civil Code Section 5930, prior to filing an enforcement action in Superior Court, the parties shall submit the dispute to alternative dispute resolution (i.e., conciliation, mediation or arbitration). The ADR process is started by serving a Request for Resolution, which includes a description of the dispute, a request for resolution, and a notice that a response is required in thirty (30) days. If the request is accepted, the ADR must be completed within ninety (90) days and paid for by the parties.

A certificate must be filed with any enforcement complaint filed with a court stating that ADR has been completed in compliance with the law or that one of the parties did not accept the terms offered for ADR. The failure to file the certificate is grounds for demurrer or motion to strike. After a lawsuit is filed, it may be referred to mediation or arbitration by agreement of the parties. In an enforcement action in which attorney's fees and costs may be awarded, in determining the amount of the award, the court may consider whether a party's refusal to participate in ADR was reasonable.

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 your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law.

PROCEDURES FOR ARCHITECTURAL APPROVAL - CIVIL CODE SECTION 5310(a)(10)

The Association must approve modifications of the exterior of existing buildings and most other improvements, site improvements or site features pursuant to the CC&Rs. Owners must have approval in writing before commencing new construction or modification. Owners obtain approval by submitting applications to the Association or the Managing Agent. The Association has established the requirements for approval.

Please see the enclosed insert that has been excerpted from the CC&Rs which specifically covers the Architectural Review process.

ADDRESS FOR OVERNIGHT PAYMENT- CIVIL CODE SECTION 5310(a)(11)
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The Association's mailing address for overnight payment is C/O The Manor Association, 1800 Gateway Drive, Suite 100, San Mateo, CA 94404.

MEMBERSHIP LIST OPT-OUT - CIVIL CODE SECTION 5220
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Any Member of the Association is entitled to receive a copy of the Association's membership list under certain circumstances, including the names, property addresses and mailing addresses of all of the Owners. A Member may opt out of the sharing of his or her name, property address and mailing address with other Members by so notifying the Association in writing. Once an Owner has chosen to opt out and has so notified the Association, no further action is required.

ANNUAL BUDGET REPORT

Pursuant to Civil Code Section 5300, the Association hereby provides the following information:

1. The pro forma operating budget, showing the estimated revenue and expenses on an accrual basis.
2. A summary of the association's reserves, prepared pursuant to Section 5565.
3. A summary of the reserve funding plan adopted by the board. The full reserve study plan is available upon request.

4. A statement as to whether the board has determined to defer or not undertake repairs or replacement of any major component with a remaining life of 30 years or less, including a justification for the deferral or decision not to undertake the repairs or replacement.
5. A statement as to whether the board, consistent with the reserve funding plan, has determined or anticipates that the levy of one or more special assessments will be required to repair, replace, or restore any major component or to provide adequate reserves therefor. If so, the statement shall also set out the estimated amount, commencement date, and duration of the assessment.
6. A statement as to the mechanism or mechanisms by which the board will fund reserves to repair or replace major components, including assessments, borrowing, use of other assets, deferral of selected replacements or repairs, or alternative mechanisms.
7. A general statement addressing the procedures used for the calculation and establishment of those reserves to defray the future repair, replacement, or additions to those major components that the association is obligated to maintain.
8. A statement as to whether the association has any outstanding loans with an original term of more than one year, including the payee, interest rate, amount outstanding, annual payment, and when the loan is scheduled to be retired.
9. A summary of the association's property, general liability, earthquake, flood, and fidelity insurance policies.
10. FHA Certification Disclosure.
11. VA Certification Disclosure.
12. The completed "Charges For Documents Provided" disclosure pursuant to Civil Code Section 4528.

ASSOCIATION STATEMENT TO DEFER DISCLOSURE: CIVIL CODE SECTION 5300 (b)(5)
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As of the publication date of these budget disclosures, The Lakes of Mountain View Association has determined not to defer or undertake repairs or replacement of any major component with a remaining life of 30 years or less.

ASSOCIATION SPECIAL ASSESSMENT DISCLOSURE: CIVIL CODE SECTION 5300 (b)(5)
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As of the publication date of these budget disclosures, The Lakes of Mountain View Association does not anticipate a special assessment will be required to repair, replace, or restore any major component or to provide adequate reserves, therefore.

ASSOCIATION LOAN DISCLOSURE: CIVIL CODE SECTION 5300 (b)(8)
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As of the publication date of these budget disclosures, The Lakes of Mountain View Association has no loans in place.

FHA CERTIFICATION DISCLOSURE : CIVIL CODE SECTION 5220 (b)(10)-(11)
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See enclosed Statement of FHA-Approved Status.

Owners may check the Association's FHA status by visiting the following website:

<https://entp.hud.gov/idapp/html/condlook.cfm>.

VA CERTIFICATION DISCLOSURE : CIVIL CODE SECTION 5220 (b)(10)-(11)

See enclosed Statement of VA-Approved Status.

Owners may check the Association's VA status by visiting the following website:

<https://lgy.va.gov/lgyhub/condo-report>

ENCLOSURES:

1. Opt-Out / Secondary Address Form
2. FHA Certification Disclosure
3. VA Certification Disclosure
4. Form 4528

STATEMENT OF FHA-APPROVED STATUS

Certification by the Federal Housing Administration may provide benefits to members of any 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.

<https://entp.hud.gov/idapp/html/condlook.cfm>

STATEMENT OF VA-APPROVED STATUS

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.

<https://lgy.va.gov/lgyhub/condo-report>

The Lakes of Mountain View Association

4528. The form for billing disclosures required by Section 4530 shall be in at least 10-point type and substantially the following form:

CHARGES FOR DOCUMENTS PROVIDED AS REQUIRED BY SECTION 4525*

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller.

A seller may request to purchase some or all of these documents but shall not be required to purchase ALL of the documents listed on this form.

Property Address: _____

Owner of Property: _____

Owner's Mailing Address: _____
(if known or different from property address)

Provider of the **Section 4525** Items:

Print Name Position or Title Association or Agent Date Form Completed

Check or Complete Applicable Column or Columns Below:

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Articles of Incorporation (or statement that not incorporated)	Section 4525(a)(1)	\$10.00	
CC&Rs	Section 4525(a)(1)	\$30.00	
Bylaws	Section 4525(a)(1)	\$25.00	
Operating Rules	Section 4525(a)(1)	\$50.00	
Age Restrictions, if any	Section 4525(a)(2)		N/App
Rental Restrictions, if any	Section 4525(a)(9)	\$0.00	Refer to CC&Rs
Annual Budget Report (or summary, including Reserve Study)	Sections 5300 and 4525 (a)(3)	\$50.00	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525 (a)(4)		Included in Budget
Financial Statement Review	Sections 5305 and 4525(a)(3)	\$50.00	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)		Included in Budget
Insurance Summary	Sections 5300 and 4525 (a)(3)		Included in Budget
Regular Assessment	Section 4525(a)(4)		Refer to the Demand
Special Assessment	Section 4525(a)(4)	\$0.00	Refer to the Demand
Emergency Assessment	Section 4525(a)(4)		Refer to the Demand

Document	Civil Code Section Included	Fee for Document	Not Available (N/A) or Not Applicable (N/App)
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)		Refer to the Demand
Approved Changes to Assessments	Sections 5300 and 4525(a)(4), (8)		Included in Budget
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7) and 6100		N/A
Preliminary List of Defects	Sections 4525(a)(6), 6000 and 6100		N/A
Notice(s) of Violations	Sections 5855 and 4525(a)(5)		Refer to the Demand
Required Statement of Fees	Section 4525	\$200.00	aka Demand
Minutes of Regular Board Meetings (conducted over the previous 12 months, if requested)	Section 4525(a)(10)	\$50.00	
Total fees for these documents:		\$ \$465.00	

*The information provided by this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of **Section 4525** shall be charged separately.

Note: This form, California 4528, is a listing of fees for each document and is not meant to act as an invoice. Actual fees paid may vary depending on what is ordered. See the Order Summary or Order Statement for actual fees paid for this transaction.

This is the minimum document offering required to meet CA statute 4525. You may opt to acquire additional documents including, but not limited to, Meeting Minutes, Reserve Studies, Insurance Declaration Pages, and/or property inspections not mandated by law but helpful to the prospective buyer(s) and/or their agent to make a more informed decision regarding the subject property.

Please note: Other fees including, but not limited to, Transfer Fees, Capital Contributions, Collection fees, etc. may be assessed to each property and will be disclosed on the Statement of Fees (Demand) and are not included within estimated charges outlined within this form.



INSURANCE DISCLOSURE

The Lakes of Mt. View

September 2020

Property Insurance

Carrier: Travelers Property Casualty Co of Amer.
Policy #: 6300P54135A
Policy Term: October 1, 2020 to October 1, 2021
LIMIT: Special Form, Replacement Cost, Limit is part of Master Policy Blanket Limit, currently \$36,000,000
Deductible: \$5,000

General Liability Insurance

Carrier: Travelers Property Casualty Co of Amer.
Policy #: 6300P54135A
Policy Term: October 1, 2020 to October 1, 2021
LIMIT: \$1,000,000 Per Occurrence
\$50,000,000 Total Aggregate
Deductible: None

Workers' Compensation

Carrier: Republic Indemnity Co of America
Policy #: 17737112
Policy Term: June 16, 2020 to June 16, 2021
LIMIT: Statutory

Earthquake Insurance

Carrier: Lloyds of London
Policy #: AAGM10011971
Policy Term: June 15, 2020 to June 15, 2021
LIMIT: \$10,000,000
Deductible: 20% per unit

Director's & Officer's Liability Insurance

Carrier: Continental Casualty Company
Policy #: 0619088826
Policy Term: June 16, 2020 to June 16, 2021
LIMIT: \$1,000,000 Per Occurrence
\$1,000,000 Total Aggregate
Deductible: \$1,000

Excess Liability Insurance

Carrier: Continental Insurance Company
Policy #: CUE60464542731000169591
Policy Term: October 1, 2020 to October 1, 2021
LIMIT: \$5,000,000 Per Occurrence
\$5,000,000 Annual Aggregate

Fidelity Insurance

Carrier: Travelers Casualty & Surety Co.
Policy #: 105654102
Policy Term: October 1, 2020 to October 1, 2023
LIMIT: \$500,000
Computer Fraud Limit: \$500,000
Funds Transfer Fraud Limit: \$500,000
Deductible: \$2,500

****IMPORTANT NOTICE****

Your personal property and personal liability are NOT COVERED under the Homeowners' Association Master Insurance Policy! An HO6 Policy may be required.

This summary of the association's policies of insurance provides only certain information, as required by subdivision (f) of Section 1365 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 coverages.

THE LAKES OF MOUNTAIN VIEW

HOMEOWNERS HANDBOOK

Reformatted Dec 01, 2020

Revised Oct 01, 2003

Original Aug 31, 1984

The Lakes of Mountain View Homeowners Handbook

The following Rules and Regulations have been established for the benefits of all owners. They have been set up to make the sharing of property convenient and easy for all The Lakes of Mountain View residents. These Rules and Regulations are subordinate to the **Declaration of Covenants, Conditions and Restrictions (“CC&R’s”)**.

Condominium owners are responsible for all Rules and Regulations, (“CC&R’s”), and are responsible for their guests or tenants.

The Association Rule and Regulations herein stated are designed to promote the safety, security and well being of all residents of The Lakes of Mountain View.

A. Common Area

1. The common grounds, sidewalks, driveways, entrances, stairways and recreational facilities shall not be obstructed in any manner nor used for a reason other than that which is consistent with their purpose.
2. Bicycling, skateboarding, roller skating, football, basketball, softball, etc., are not permitted in the parking lots, driveways or on the sidewalks of the complex.
3. Notices or signs shall be displayed to the public view only in those areas approved by the Board of Directors.
4. For sale or for rent signs shall not exceed 3 square feet in size and are limited to two (2) per unit.
5. Residents are asked to promptly report any inoperative or damage to the common area facilities to the management company,

B. Architectural Controls

1. It is important that owners are aware of the Architectural Control and contact the management company or the Board of Directors when making any changes. No structural alterations shall be made to the exterior or interior common area of any unit without written consent (architectural control form) of the Board of Directors.
2. Interior window treatments, such as draperies, shades, blinds, etc., shall be earth tone/neutral in color. Bed sheets or any other coverings not especially designed or manufactured for the purpose of window treatment may not be used.

C. Quiet Enjoyment

1. In consideration of all residents, noise shall be kept low so as not to be heard in common areas or to cause disturbance to neighboring residents. Residents or their guests may not play loud music or operate any noise making device in such a manner as to be disturbing

The Lakes of Mountain View Homeowners Handbook

or annoying to other occupants during any hour and particularly, between the hours of 10:00pm and 9:00am.

2. When entertaining, residents shall be responsible for the control of noise made by their guests.
3. Nothing shall be done to obstruct or interfere with the enjoyment of occupants in other units or annoy them by unreasonable noise.
4. There is a city play park for children located at Stierlin and Jackson streets, which is one (1) block from the Lakes complex.

D. Flooring Changes (noise)

1. Before making any flooring changes, all homeowners should be aware that (new) federal and local building codes require that sound transference levels between units meet minimum standards. Owners should check with their flooring contractors and manufacturers to make sure the new flooring will meet Federal Title 24 standards. Having to meet standards after installation can be very expensive.

E. Use of Vehicles and Traffic Control

1. Automobiles, vans, small pickup trucks not exceeding ½ ton, and motorcycles are all considered permissible vehicles. No trailers, motor homes, boats, campers, trucks exceeding ½ ton, or commercial vehicles shall be kept on the premises.
2. Driving and parking regulations must be observed at all times by residents and their guests.
3. No vehicle repairs or extraordinary maintenance shall be carried out in the open parking area or other common areas. Fluids dripping or leaking from vehicles shall be immediately cleaned up.
4. All unregistered or inoperable vehicles or vehicles deemed to be a nuisance by the Board of Directors shall be towed from The Lakes of Mountain View property at the owner's expense.
5. There is no parking permitted in front of the garages at any time.
6. The tow company will be making unscheduled visits to the complex on a regular basis.
7. Vehicles may be retrieved by calling the tow company. There will be no compensation for any towed vehicle. All expenses for storage, towing, damage caused by towing, time lost from work, rental cars, etc., will be the exclusive responsibility of the vehicle's owner.
8. The speed limit on the property of The Lakes of Mountain View is 8 MPH. Any owner, resident or guest not observing the speed limit will be subject to fines. All owners are responsible for tenants and guests.
9. Parking is not allowed in fire lanes. Any resident may contact the police or fire department to have violators ticketed.

The Lakes of Mountain View Homeowners Handbook

F. Garage Use

1. Garages shall be used to park permitted vehicles. Garages shall not be used as storage areas, hobby shops or vehicle workshops where such use excludes the parking of the permitted vehicle.
2. There are 72 units (and garages) and 72 outside parking spaces.

G. Parking

1. Residents shall park their primary vehicle in their assigned garage. Only one (1) other vehicle belonging to the resident or their guest shall be allowed to park on the property on a continuous basis.
2. No unregistered (must have current license tab) or uninsured vehicle may park on the property.
3. Only vehicles in regular use shall be parked on the property.
4. Vehicles must be parked facing into the curb; do not back in.

H. Guidelines for Plants on Balconies, Landings, Patios

1. No plantings may infringe upon any common areas or surrounding units.
2. All plantings that will exceed the height of the fence, or in the case of the landing or balcony, over five (5') feet, must be approved by the Board of Directors.
3. Plantings may not adhere to the walls or fences.
4. Trellises are allowed, not to exceed the height of the patio fence or 5 feet on the balconies.
5. Plantings placed on balconies must be in water retaining trays or receptacles (use small blocks under the tray to provide air circulation) to protect the use of the patio below and structural integrity of the building.
6. No storage of any kind on patios, balconies or stairway landings is permitted.

I. Animals

1. No pet weighing more than thirty (30) pounds shall be kept on the property.
2. One (1) usual and ordinary pet such as a cat or dog may be kept.
3. All dogs must be on a leash while in the common areas.
4. Owners shall promptly clean up any mess left by their pet.
5. No animal of any kind shall be raised or bred for any commercial purposes in any condominium or on any portion of the property.

J. Pool Rules

1. The association does not guarantee safety in the pool area. Use the pool at your own risk.
2. No animals, soaps or glass objects.

The Lakes of Mountain View Homeowners Handbook

3. No loud radios, television, tape players, etc.,.
4. No running, shouting or boisterous conduct.
5. No children under 14 without a responsible adult.
6. No children under 12 allowed in the Jacuzzi.
7. No jumping into the Jacuzzi.
8. No cutoffs in the pool or Jacuzzi.
9. No more than four (4) guests per unit.
10. Residents are responsible for the behavior of their guests.
11. No removing of poolside furniture.
12. Pool area closes at 11:00PM on weeknights and at 12:00 Midnight on weekends and holidays.
13. Do not prop pool gates open.

Pool Courtesies

1. Be thoughtful of your neighbors near the pool.
2. Clean up your own trash.
3. Turn off and cover the spa when not in use.
4. Use the safety equipment only for its intended purpose.

K. Heating and cooling of the units

Heating - All units at The Lakes of Mountain View are heated by electric radiant heat from heating elements embedded in the sheet rock that form the ceiling of each room. A separate thermostat controls each room that is heated. Plans of the wiring in the ceiling do not exist. The following generalizations may be of assistance.

1. Rooms heated are the living room, dining room and bedrooms.
2. Sheet rock is mass-produced in sheets that are four feet by eight feet, so closets, cul-de-sacs, and hallways do not usually have heating coils above them in the ceiling.
3. The kitchen and bath rooms do not have heating elements in the ceiling.
4. Equipment can be purchased to sense where the heating coils may be located. The Association does not have such equipment. It is highly recommended that nothing be hung from the ceiling as damage may occur to the heating coils resulting in costly repairs to the owner.

Cooling - Air conditioning is neither installed nor necessary in The Lakes units. In addition to the use of curtains, mini-blinds or mylar screening, a floor fan can be used to provide adequate air circulation. Please refer to guidelines for window coverings for restrictions. Window air conditioners are not permitted.

The Lakes of Mountain View Homeowners Handbook

L. Trash

1. Do not dispose of any appliances, water heaters, mattresses, construction debris, etc. in the dumpsters or dumpster area. It is costly to the Association to clean up (remove) these items.

M. Water Heater Closet, Fire Safety

1. No items should be stored in the water heater closet; brooms, mops, rags, etc. This would be a violation of the City's fire safety code.

N. Insurance

The Homeowners Association ("HOA") provides insurance to cover property damage and liability for the Lakes common area. Earthquake insurance is also provided for the common Lakes area. Each of these policies has a substantially high deductible in order to control costs.

As the HOA insurance does not provide coverage for any personal property located inside the resident's condominium or garage: furniture, clothing, collectibles, art work, etc. It is highly recommended that owners or tenants obtain a private insurance policy to cover their personal property and liability needs.

The management company may be of assistance regarding your insurance needs.

ENFORCEMENT

Enforcement of the Rules and Regulations will be in accordance with the CC&R's, Bylaws and Handbook of The Lakes of Mountain View Homeowners Association. Violators may be subject to one or more of the following:

1. Written notification of the violation.
2. Fines and/or special assessments.
3. Suspension of use of recreational facilities or use of garage, if applicable.
4. Suspension of voting privileges.

The Lakes of Mountain View Homeowners Association Fine Schedule

Fines will be levied up to \$100.00 on the first violation and may be doubled on the second or subsequent violations at the Board's discretion. All fines are cumulative.

The Lakes of Mountain View Homeowners Handbook

This Handbook is intended to extend and clarify the CC&R's and Bylaws. This Handbook does not supersede nor nullify any portion of the CC&R's or the Bylaws.

The Lakes of Mountain View

Homeowners Association

The following is the **WATER HEATER LEAK / SLAB LEAK / ROOF LEAK / WASHING MACHINE HOSE LEAK** Policy for The Lakes of Mountain View Homeowners Associations:

1. The Lakes of Mountain View consists of four unit buildings and eight unit buildings. Four unit buildings have exterior water heater closets. Eight unit buildings have interior and exterior water heater closets. Homeowners are financially responsible for repair and replacement of their water heaters and for maintenance of all connected drain lines thereto.
2. Homeowners are required to **flush out** water heater drain lines **on an annual basis** and routinely inspect their water heaters for leaks. **When water leaks from a tank and exceeds the capacity of the drip pan below the heater tank, the over-flow line carries the water out of the building where it cannot cause property damage. Performing this procedure is especially important to smaller, two bedroom units as their water heaters are located inside their condo and a water leak can cause significant damage to their unit and a surrounding neighbor's property. Keeping this line clear protects your home.** Homeowners who do not perform the above-mentioned required maintenance of their water heaters will be deemed negligent and held liable for any and all expenses associated with water and property damage to a unit caused by a water heater leak. Homeowners should carry a personal homeowners' insurance policy (HO-6), which includes coverage for water damage to an owner's property and any other property resulting from a water heater leak or overflow.
3. All homeowners are required to install a metal-clad "no burst" hose on the water supply line to their washing machine. Failure to do so may result in a rupture of the existing rubber water supply lines hoses, which can cause a large amount of damage to upper and lower level units. Owners who do not install the metal-clad "no burst water supply hose will be liable for any and all damages as a result.
4. Upon the owner/tenant reporting a slab leak or roofing leak, the property manager will first determine if there is any water intrusion causing damage to the resident's personal property. If so, the water is to be turned off by the homeowner (slab leak only) and a restoration company will be contacted by Management.
5. A Contractor selected by the Management Company will determine the location(s) of the leak(s). The Contractor will then meet with the owner of the unit to discuss the method(s) of repair.
6. The owner is responsible for removal of furniture and personal belongings from the area where work is to occur.
7. The owner/tenant is responsible for any relocation expenses during repairs if necessary.
8. After the slab leak is located the method of repair will be determined as follows:
 - a. A diversion, or re-route of the affected pipe is the first choice of repair:
 - b. If for any reason a diversion, or re-route, is not a feasible option, Management will be notified to authorize another method of repair.

9. In the case of a roof leak, a patch repair will be the first choice. If a patch repair is not a feasible option, Management will be notified to authorize another method of repair.
10. The contractor will conform to the Uniform Building Code as adopted by the City of Mountain View and will acquire all required permits and licenses necessary to perform the work.
11. Water leaks must be reported to the property management company within twenty-four (24) hours of discovery. **Rapid leak repair is critical to minimizing damages and costs.** Upon notification of a water leak, the association, through its property manager, will take immediate steps to resolve the problem. If a homeowner does not report water damage claims within 24 hours, the association cannot be held responsible for any resulting mold because the association was not given a timely opportunity to remediate the water damage before mold developed.
12. Once the actual roof or slab leak has been repaired, Management will contact a Contractor selected by the Board to return the unit to its original condition, before any cosmetic upgrades are added by the owner, current or past. Owner will supply and pay for any and all painting materials.
13. In cases where the owner incurs personal property damage, the owner may turn in a claim against his/her HO-6 policy. If the owner does not have an HO-6 policy, the Board has the authority to authorize a claim filed on the Association's master policy, but the unit owner filing the claim will pay for the \$2,500 deductible. Owners are to encourage their renters to obtain renters insurance for their personal property.
14. Replacement will normally be standard grade and repairs shall be extended only to the immediate reasonable area where damage has occurred.

Effective: 11/23/2009

**The Lakes of Mountain View Homeowners Association
2008 Vehicle and Parking Policies**

TRAFFIC CONTROL AND PARKING

USE OF VEHICLES AND TRAFFIC CONTROL:

1. Automobiles, vans, small pickup trucks (not exceeding ½ ton) and motorcycles may park in an open space on the property. No trailers, mobile homes, camper, boats, commercial vehicles or trucks (exceeding ½ ton and not a vendor servicing the Association property) shall be kept or parked on the complex property by a resident.
2. Mechanical work on any vehicles, including changing oil, draining radiators, other repairs or extraordinary maintenance shall not be carried out in any one of the open parking spaces on the property. Fluids dripping or leaking from vehicles shall be immediately cleaned up by the vehicle owner.
3. All unregistered (not currently licensed), inoperable vehicles or vehicles deemed to be a nuisance by the Association shall be towed from the Lakes of Mountain View property at the owner's expense.
4. Parking is not permitted in front of garages at any time.
5. The 72 open spaces for parking by residents and/or guests are available on a first come, first served basis and not assigned to individual units.
6. The Association may cause to be removed any vehicle wrongfully parked in any of the fire zone, no parking areas located around the property.
7. The speed limit on the property is 8 MPH.
8. Owners are responsible for their guests or tenants when parking or driving on the property.
9. Open parking spaces and driveways in the complex are to be used for their intended purpose only. Pick-up basketball, three (3) wheeled bike riding, rollerblading or skating, and other similar activities and games are prohibited in parking lots and drive ways due to the Association's concerns for the safety of residents, their families and invited guests.
10. Vehicles are to park in open spaces with the front of the car facing the curb; do not back into the parking space.
11. Garages must have space for a vehicle to be parked inside and not be used exclusively for storage.

PARKING POLICY:

With seventy-two (72) units and seventy-two open parking spaces on the property, the Lakes of Mountain View has implemented the following parking tag policy.

1. Owners are issued one (1) parking tag per unit for overnight parking.
2. Parking tag enforcement hours are from 1:00 a.m. to 6:00 a.m.

3. A resident with (2) or more vehicles may park one vehicle in an open, parking space overnight (with parking tag) but additional vehicles are to be parked on city streets.
4. Parking tags are to be clearly displayed in a vehicle either from the rear view mirror or on the dashboard.
5. Renters/tenants/lessees are to obtain their parking tag from the unit owner.
6. Residents with overnight guests may loan their assigned parking tag to their guest for overnight parking or guests may park in the cul-de-sac and/or on Stierlin.
7. Vehicles parked overnight without a valid permit are subject to tow at the owners' expense.
8. Vehicles parked with a parking tag must be in regular use and may not park for more than one week in the same spot. Residents going on vacation should notify the Association for an extension of this time period (adopted July 2006) if a vehicle will be parked over one week in the same location.

LAKES OF MOUNTAIN VIEW HOMEOWNERS ASSOCIATION
MOVE IN – MOVE OUT SET UP FEE
and
LEASE AGREEMENT PROVISIONS

Dear Homeowner:

Pursuant to the Association's Declaration of Covenants, Conditions and Restrictions, **Article VII, Section 7.8, Right to Lease**, which gives an owner the right to lease his unit **but requires** that the owner **must notify the Association in writing** the names of all tenant's and members of the tenant's family occupying such unit and of the address and telephone number where such tenant and owner can be reached. The Lakes Board of Directors is authorized to adopt reasonable Rules and Regulations as per the CC&Rs.

The Association on **August 10, 1994**, adopted the following Rules: (Revised 5/8/96)

Rule No. 1:

That a unit owner shall immediately notify the Association whenever the unit owner's unit is rented or re-rented. Upon notification, the Association shall impose a \$200 set up fee which shall be designated a "Move In/Move Out Set Up Fee" which is non-refundable and which fee shall be allocated to:

1. Providing tenant/owner with copies of the Association's working legal documents, including the Declaration of Covenants, Conditions and Restrictions, By-Laws, Articles of Incorporation and Rules, if requested;
2. Association documentation and record keeping;
3. Additional mailing costs; and,
4. Computer inputting/tracking of information

Rule No. 2:

Lease agreements must include the following provisions:

1. Acknowledgement by the tenant of receipt of the Association's Declaration of Covenants, Conditions and Restrictions, By-Laws, Articles of Incorporation and Association Rules.
2. Tenant agrees to abide by and be responsible to the Association for compliance with the Rules and provisions contained within the Association's legal documents; and,
3. That the Association is third party beneficiary of the lease agreement and may enforce it in the event of a breach by the tenant.

The Lakes of Mountain View Association

FALSE ALARMS: When a false alarm is triggered by an in-unit smoke detector, the Fire Department (911) or Statcomm (650.988.9508) should be called to silence the alarm immediately. Any costs that derive from a false alarm will be passed onto the unit that caused the false alarm and is the responsibility of the homeowner to reimburse the HOA accordingly.

ATTENTION ESCROW OFFICER

THE LAKES OF MOUNTAIN VIEW HOMEOWNERS ASSOCIATION

PLEASE NOTE ENCLOSED ARCHITECTURAL
ESTOPPEL RESOLUTION REQUIRING THAT
\$500.00 BE HELD PER ATTACHED DOCUMENTS

Upon completion of the homeowners' inspection, *WHICH MUST
TAKE PLACE PRIOR TO THE CLOSE OF ESCROW*,
\$200.00 is payable to the Lakes property management company and/or
homeowners association for performing the inspection
and, if no violations are found, the balance of the funds
may be refunded to the seller of the unit.

THE LAKES OF MOUNTAIN VIEW HOMEOWNERS ASSOCIATION
928 Wright Avenue
Mountain View, CA.

THE LAKES OF MOUNTAIN VIEW HOMEOWNERS ASSOCIATION

KRISTIN AMARILLAS
C/O THE MANOR ASSOCIATION
1800 GATEWAY DRIVE, STE 100
SAN MATEO, CA 94404
(650) 637-1616

ARCHITECTURAL ESTOPPEL RESOLUTION
MASTERFORM

Title Company: _____

Property Address: _____

Escrow No.: _____

Pursuant to Association policy, this escrow is not to close until an inspection of the unit *is conducted and reported to the buyer and seller*. The title company is instructed to hold \$500 until notified by the Lakes' property management company that the property has been inspected. The money may *not be released until the buyer and seller have acknowledged a receipt of a copy of the inspection report confirmed with their signatures below and that responsibility for correcting any listed violations or deficiencies to the satisfaction of the Association shall pass from the seller to the buyer on close of escrow unless the corrections are made by the seller and approved by the Homeowners Association prior to the close of escrow*.

Please have the seller or seller's agent contact the above property management company so that an appointment may be made to inspect the property. See enclosed information from the Association regarding the inspection.

Seller's *Signature*

Buyer's *Signature*

Seller (print name)

Buyer (print name)

The Lakes of Mountain View Homeowners Association
Board of Directors

**THE LAKES OF MOUNTAIN VIEW HOA
ARCHITECTURAL ESTOPPEL CERTIFICATE**

The Owner and Potential Buyer of the condominium located at **928 Wright Avenue, Unit # _____, Mountain View, California** are hereby notified that the condominium unit located at the foregoing address **(DOES) (DOES NOT)** conform to the Architectural standards established by the CC&Rs for The Lakes of Mountain View Homeowners Association or to special conditions adopted by its Board of Directors. Specific Violations of The Lakes Architectural Standards indicated by the CC&Rs or "Handbook of Association Rules", at the address given above, are indicated below:

CC&R or HANDBOOK RULE

SPECIFIC VIOLATION

1. _____

Other Comments: _____

HOA inspection completed on _____ by

**Receipt of this Certification is hereby acknowledged by:
Seller/Agent**

Buyer/Agent

ESCROW: Issue check to property management for inspection: _____
Issue check to Seller for withheld funds: _____
Issue check to Lakes HOA for inspection: \$200

Mailbox key: Y or N

Pool Key: Y or N

Garage ER Release Key Y or N

Garage Key/Opener: Y or N

Parking Tag: Y or N

****REAL ESTATE SIGNS MUST BE REMOVED WITHIN 5 DAYS OF
CLOSING****

LAKES OF MT. VIEW HOMEOWNERS ASSOCIATION
APPLICATION TO MODIFY PROPERTY EXTERIOR OR
COMMON ELEMENTS WITHIN OR SERVING UNIT

Please describe all changes you propose to make to your unit or restricted common area. Include a scale drawing (2) with top and side views (plan and elevation) as necessary to clearly establish locations and elevations of any structures. Include dimensions and description of materials, and specify color(s) if appropriate. Your drawing should include existing structures and boundaries where necessary to indicate relative location. Photographs may be acceptable for some applications. Contractors must be licensed and provide acceptable evidence of insurance. Permits are the responsibility of the owner and may be required. To avoid delay of approval please include all the information the Architectural Committee will need to make a decision. Attach additional pages if needed. Applications may not be approved unless the homeowner is current in all dues and other properly assessed charges and otherwise in good standing. Your application must be signed and dated below and on the attached Notice of Responsibility. Professional review and/or extensive scrutiny of contracts and plans may be required for significant or structural modifications. All modifications must be complete within one year of the approval date on this application or a new application must be approved.

You may deliver this completed form along with drawings, all in duplicate, to the Management Company. A copy of the form will be returned to you shortly with the bottom portion completed as your receipt.

Owner(s): _____

Address: _____

Off-site address if applicable: _____

Daytime Phone Number: _____ Evening Phone Number: _____

Brief Description of Proposed Modification: _____

Signed _____ Date _____

By (Print name) _____ Unit # _____

Attachment:

- | | |
|------------------------------------|-------------------------------|
| 1. Contract _____ | 6. Plan/Elevation _____ |
| 2. Product Information _____ | 7. Detail/Dimension _____ |
| 3. Photograph _____ | 8. Permits _____ |
| 4. *Notice of Responsibility _____ | 9. Other _____ |
| 5. Certificate of Insurance _____ | 10. Professional Review _____ |

A copy of the approved Policy and Procedure Guidelines of the Lakes of Mt. View Homeowners Association for Architectural Alterations is attached for applications involving structural modifications. Please read them carefully and keep them with your homeowner documents to refer to when applying for any architectural modification.

(Do Not Write In this Box)

This application was ☐ approved ☐ denied by the Architectural Control Committee and/or the Board of Directors. Subject to signed *Notice of Responsibility

Date: _____ Signed: _____

*Attach signed Notice of Responsibility and all applicable above-referenced documents

**LAKES OF MOUNTAIN VIEW
NOTICE AND ACKNOWLEDGEMENT OF UNIT OWNER'S
RESPONSIBILITY FOR ARCHITECTURAL MODIFICATION**

In conjunction with my Architectural Modification application dated _____ to install or modify _____ at Unit _____, I acknowledge my responsibility for the installation and maintenance of this Architectural Modification in accordance with the terms listed below:

- The Architectural Modification is to be installed in accordance with the manufacturer's specifications and generally accepted construction procedures in a workman-like manner. The work area and common areas are to be cleaned of all debris daily throughout and on completion of the installation of the modification. Common area dumpsters or other community facilities are not be used for disposal of demolition or construction debris resulting from this modification;
- All costs of the installation are the responsibility of the Homeowner;
- Building permits and compliance with applicable building codes are the responsibility of the unit owner;
- If the modification is made or installed by anyone other than the homeowner, the homeowner must provide a copy of the contract with a licensed contractor. The contractor must provide a certification of general liability insurance and (unless the contractor is a sole proprietor and has no employees) evidence of workers' compensation insurance. The homeowner may not perform modifications which require licensed trades or contractors;
- The homeowner is responsible for the maintenance and repair of the Architectural Modification. The homeowner is also responsible for any incidental repairs or maintenance to the common area, common elements, the homeowner's separate interest, or the separate interests of other homeowners which may arise from the Architectural Modification;
- The homeowner is responsible for any damages which occur to the common area, common elements, or the homeowner's separate interest, or the separate interest of others as a result of the installation, repair, maintenance, or removal of the Architectural Modification;
- On removal of the Architectural Modification, the homeowner shall restore the common area and common elements to the original condition. The homeowner shall be responsible for all costs related to the removal and restoration;
- In accordance with California Transfer of Title requirements, the homeowner shall advise the buyer that the responsibility for the Architectural modification passes from the seller to the buyer in the event of the sale of the unit.

The undersigned agrees to the above conditions in conjunction with this Architectural Modification application dated _____. I acknowledge my responsibility to adhere to these terms and conditions as well as the CC&Rs and Rules and Regulations of the Lakes of Mountain View Homeowners Association as they relate to Architectural Modifications.

Signature

Date

Print Name

Unit #

Please complete and sign this notice and attach to your Architectural Modification application

The Lakes of Mountain View Homeowners Association

SATELLITE DISH GUIDELINES

- I. **PURPOSE** – To help owners install their satellite dishes properly, the Association has established the following satellite dish / antenna installations guidelines. We ask residents who intend to install a satellite dish to comply with these rules to help maintain an attractive, uncluttered exterior look, which makes for better aesthetics and fosters higher property values.
- II. **DEFINITIONS** - *Dish* means a satellite dish or antenna. *Owner* means a resident owner or a landlord. The building exteriors, including the siding and trim are *Common Area*, which the Association is responsible for maintaining. Patios (1st floor), balconies (2nd floor), and balcony arbors are *Exclusive Use Common Area*, which the Association is also responsible for maintaining. *Unit* means an owner's separate interest; in general terms, the interior.
- III. **HOA APPROVAL REQUIRED** - Before installing a satellite dish, the Owner of the unit must complete an *Architectural Modification form* (obtained from property management) and receive approval from the Board.
- IV. **LOCATIONS** - The Association encourages you to install your dish in the least visible location when viewed from the grass area surrounded by buildings 5, 6, 7, and 8, the lakes, or the pool, collectively known as the *quads*.
- A. Permitted location - On a bedroom balcony, either placed on a tripod or attached to the balcony rail, e.g., 'peeking over' the balcony rail
- B. Forbidden locations
1. On a patio or balcony facing a quad, either placed on a tripod or attached to the balcony rail (may be waived if no reception is possible using the permitted location).
 2. Attached to any portion of the roof, the siding of a building, a balcony floor, (e.g., putting screws into the balcony floors), any horizontal surface of a building (because it will allow water to seep into the wood), or the side of an end unit.
- V. **GENERAL INSTALLATION GUIDELINES**
- A. Dishes may be placed on a free-standing tripod, strapped to a pole using plastic zip ties, or attached to the building with screws. If you mount your dish using screws, they must be sealed to prevent water intrusion.
- B. If attached to wood, attach your dish to fascia or trim, the thicker pieces of wood on the exterior of the building, not siding.
- C. Exterior cables must be routed along trim or 90° seams / edges, tied together (using zip-ties or other strapping material), and painted to match the building color. It is your responsibility to paint the cables. The goal is to have a professional-looking installation.
- D. Bring the cable inside the unit as soon as possible and avoid long external cable runs.
- E. The cable entry hole into the unit must be lined with a plastic or rubber grommet (collar) or sealed. The homeowner is responsible for leaks at the entry point.
- F. No switch boxes, junction boxes, etc. may be visible from the common area or from another unit.
- VI. **SAFETY / OTHER**
- A. All installations shall be completed so as not to materially harm, damage, or affect any Common Area, Exclusive Use Common Area, or Unit.
- B. Dishes shall be installed and secured in compliance with manufacturer's instructions and all city, state and federal ordinances, regulations and laws.
- C. Owners are responsible for medical expenses incurred by any person(s) harmed during installation, maintenance, or use of said dish.
- D. To prevent risk of electrical and/or fire damage, dishes must be permanently grounded.
- E. No dish may encroach upon any other owner's Unit or Exclusive Use Common Area.
- F. No dish may exceed one meter (39.37") in diameter.
- G. This policy does not apply to CB radio, ham radio, or other types of antennas which must be approved via a *Modification Request form* prior to installation (forms available from our Property Manager).
- VII. **MAINTENANCE & RESPONSIBILITY**
- A. If any part of the installation is not correct, the Association may require the Owner to re-install it correctly.
- B. Owners must promptly correct any safety hazard and they must repair or replace the dish if it becomes hazardous or unsightly.
- C. If the Association must remove a satellite dish to perform required maintenance or repairs, e.g., a paint job, the Owner shall be responsible for removing and reinstalling the dish at his/her sole expense. If, after adequate notice, the Owner fails to remove his/her dish for said repairs when asked to do so by the Association, the Association may remove the dish and charge the cost of such removal to the Owner.
- D. Upon termination of service or sale of unit, the Owner shall be responsible for removing the dish and returning the exterior of the unit to its original condition (e.g., filling & painting over screw holes), including repairing damage from water intrusion.
- E. If unrepaired damage to the siding or trim that is related to your dish installation is discovered prior to selling your unit, the Association will repair the damage and submit a repair bill to your escrow officer / title company before the transaction closes.

**The Lakes of Mountain View Homeowners Association
WINDOW REPLACEMENT GUIDELINES**

I. Definitions

- A. *Windows* means windows, garden windows, and patio sliding glass doors
- B. *Owner* means the owner of a unit at the Lakes of Mountain View. An Owner may be resident owner or a landlord.
- C. *You* means an Owner

II. Responsibility, Approval Process, Contractor Requirements

- A. Owners are responsible for maintaining and replacing Windows in their units
- B. Before replacing any Window, patio sliding glass door, or greenhouse window, you must complete an *Architectural Modification form* (obtained from property manager) and receive Board approval.
- C. You must use a licensed and insured contractor to install their new Windows

III. Replacement Window Guidelines

- A. Replacement Window frames must be bronze anodized aluminum, bronze vinyl, or white vinyl painted bronze. The goal is to match the externally visible color of the current frames.
- B. The new Window must operate the same way as the Window that is being replaced, e.g., if the 'slider' is on the left as you face the window, it must remain on the left
- C. The appearance / style of the new Window must be the same as the original Window, e.g., a patio sliding glass door may not be replaced with a French Door
- D. New Windows must be the same size as the Windows being replaced; you may not enlarge the space
- E. You may replace only the glass in your window, e.g., if the window pane has fogged, if the frame still functions, you can replace the glass without replacing the frame
- F. Window *grids* or *internal panes* are not allowed
- G. Tinted windows, window film, or reflective glass are not allowed

IV. Skylights / Other

- A. Skylights - Skylights are maintained by the Association. You may not replace them.
- B. Dual-pane and low-e glass window replacements are recommended
- C. You may wish to visit PG&E's website to review approved products and to compare criteria such as the U-Factor, solar heat gain coefficient, visible transmittance, air leakage, condensation resistance, etc. before selecting your replacement Window(s).

THE LAKES OF MOUNTAIN VIEW HOMEOWNERS' ASSOCIATION

ELECTRIC VEHICLE CHARGERS POLICY Adopted 5/21/2013

Effective January 1, 2012, California Civil Code 1353.9 went into effect, requiring the Association to allow installation of Electric Vehicle Chargers, in common area and exclusive use common area.

Compliance with the law will require the Board approval of an **specific Architectural Modification Form**.

Approval Process to Install an EVC:

No Electric Vehicle Charging Station (EVC) may be installed within any common area, exclusive use common area, or any portion of the separate interest visible from the common area, without the prior written approval of the Association.

Electric vehicle charging stations (EVC) “means a station that is designed in compliance with the California Building Standards Code and delivers electricity from a source outside an electric vehicle into one or more electric vehicles.”

The portion of the exclusive use common area at which EVC stations will be considered shall be the deeded garage parking space for each residential unit.

All ECV proposals must be submitted in writing together with detailed plans and specifications clearly indicating where the EVC is to be located, the brand or manufacturer, technical specifications, and dimensions, (i.e. height, width, weight, etc.) as well as structural requirements.

Within sixty (60) days after receipt of such a written application and written agreement to the conditions below, the Association shall notify the owner in writing of its decision.

The application may be rejected as incomplete due to failure to submit all required information. If the Association fails to respond to an application within sixty (60) days, the request will be deemed approved. (Civil Code Section 1353.9.)

Denial of an application will be made in writing and will include the reasons for denial and the procedure for seeking reconsideration/appeal of the decision by the Association (If the Board of Directors is serving as the Architectural Committee, reconsideration is not required).

Allowable Conditions of Approval:

Applicants to install an EVC shall agree in writing to the following conditions:

1. Existing 110V garage receptacles cannot be used for Electric Vehicle charging. All Electric Vehicle Chargers must be connected to a separately metered circuit designed specifically for Vehicle Charging Stations.

2. The EVC shall meet all applicable governmental and industry health & safety standards, and local permitting requirements; owner shall submit a copy of the building permit and a signed copy of the final inspection permit.
3. The owner shall pay for all electricity used by the EVC;
4. The owner shall pay for all costs and for repair of any damage to common area and exclusive use common area arising from the installation, operation, maintenance, repair and removal or replacement of the EVC;
5. Electrical vehicle owners have a shared obligation to pay for line capacity upgrades as necessary.
6. The EVC shall be professionally installed by a fully trained, licensed and bonded contractor, at the sole cost and expense of the requesting owner:
7. The owner and each successive owner shall provide a certificate of proof of an umbrella liability insurance policy in the amount of one million dollars (\$1,000,000), naming the Association (and/or the owner(s) of any separate interest which is affected by the installation) as additional insured(s), and shall maintain such policy so long as the EVC remains installed and active within the project.
8. Given the limited number of 72 undesignated parking spaces in the common area that service the 72 units at The Lakes, no undesignated common area parking spaces can be removed from open use status by conversion to EVC use.
9. Owners are required to disclose EV charging station to potential buyers and related responsibilities to potential buyers.
10. A charging station owner will be required to sign a covenant which obligates the owner and all future owners to satisfy their obligations to maintain the EV charging station and maintain insurance naming the Association as an additional insured on the owner's policy.

THE LAKES OF MOUNTAIN VIEW ASSOCIATION

FORM #2

MEMBERSHIP LIST OPT OUT FORM

[] I hereby wish to have my name, property address ,mailing address and e-mail address removed from the membership list for the purposes of Civil Code Section 5220 (opt out of sharing contact information with other members).

DATE: _____ SIGNATURE: _____

PRINT NAME: _____

PROPERTY ADDRESS: _____
(Street) (City) (State) (Zip)

(Sign exactly as your name appears on the membership record. Co-owners should sign when possible. Fiduciaries must state title).

THE LAKES OF MOUNTAIN VIEW ASSOCIATION

NOTICE REGARDING SECONDARY ADDRESSES

Owners have the right to submit to the Association a secondary address for purposes of sending collection notices. An owner's request must be in writing and mailed in a manner indicating that the association has received it (such as by certified mail, return receipt requested, overnight delivery, facsimile with receipt, etc.). Upon receipt of such notice, the Association will mail collection notices to both the owner's primary and secondary addresses.

Further, owners have a right to submit a secondary address to the Association for the purpose of receiving (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address. If you would like to provide the Association with a secondary address for purposes of sending (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures at an additional address, please complete the following form and return it to the Association via certified mail, return receipt requested, overnight delivery, facsimile with receipt or such other manner indicating that the association has received it:

Notice to Association

To Whom It May Concern,

The purpose of this notice is to provide the Association with a secondary address for purposes of sending (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures. Please send an additional copy of all (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures to me at the following secondary address:

Date: _____

Print Name: _____

Property Street Address: _____

Property City, ST & Zip: _____

Secondary Street Address: _____

Secondary City, ST & Zip: _____

Signature: _____

The Lakes of Mountain View Resident Registration Form

(For management company files only. All information is kept confidential)

Dear Resident Owner or Landlord: As required by the CC&R's, please provide our management company with the following information about you or your tenants. The information you provide is vital to the smooth operation of our association. We appreciate your cooperation.

() Resident Owner or () Tenant (check one)

Unit Address: _____ Date: _____

Name(s): _____

Home Phone # _____

Work Phone # _____

Cell Phone # _____

Email Address: _____

Emergency Contact Name _____

Emergency Contact Phone # _____

Pet 1: ()dog ()cat ()other _____ (if a dog, aprox. size & weight) _____

Pet 2: ()dog ()cat ()other _____ (if a dog, aprox. size & weight) _____

Vehicle 1 make: _____ model _____ color _____ lic# _____

Vehicle 2 make: _____ model _____ color _____ lic# _____

Vehicle 3 make: _____ model _____ color _____ lic# _____

Resident Owners: As legal owner of this unit, I acknowledge responsibility for the behavior of my guests and myself.

Landlords & Tenants: As legal owner of this unit, I have informed my tenant(s) of their rights and responsibilities and have provided them with copies of the Association's CC&Rs and its Homeowner's Handbook. I also certify that my tenant has a plastic parking tag and that s/he understands that it must be on display at all times when any vehicle belonging to a tenant or guest of the unit parks overnight in one of the uncovered parking stalls on the property.

Signature (resident owner or landlord)

Printed name

Address (landlords only)

Phone number (landlords only)

Signature (tenant)

Printed name

Signature (tenant)

Printed name

Signature (tenant)

Printed name