DATE: June 12, 2026

TO: The Membership – Mountain View Community Association

FROM: The Board of Directors

RE: 2026-2027 Budget – Effective August 1, 2026

Each year, the association's volunteer Board of Directors performs a very careful review of the past year's expenses and income to best project the amount to collect from each member in the upcoming fiscal year. When reviewing the budget, the Board considers several factors such as: recurring contract costs, inflation, utility usage and rates, insurance, and appropriate reserve contributions (savings) each month to pay for repair, restoration and/or replacement of common area components as needed.

As a result of this review, the Board has determined that an increase of 0.59% will be necessary to meet the association's financial needs in the upcoming fiscal year. **Please note that effective August 1, 2026, your new monthly assessment will be $171.00 per month.**

What Is Included in the Budget Packet?

State law and the association's governing documents require the Board of Directors to distribute the following documents annually to each member:

- A summary of the *pro forma* budget for the upcoming fiscal year
- Assessment and Reserve Funding Disclosure Summary
- Reserve Study Executive Summary
- 5-Year Reserve Projection Model
- 30-Year Reserve Cashflow Analysis
- Delinquency Policy
- Written Notice of Assessments, Foreclosure, and Payment Plans
- Alternative Dispute Resolution (ADR) Procedure
- Internal Dispute Resolution (IDR) Procedure
- Discipline Policy
- Schedule of Penalties for Violation of the Association's Documents
- Architectural Submittal and Appeal Process
- Insurance Summary
- FHA Certification Disclosure
- VA Certification Disclosure
- Billing Disclosure Form
- ADR/IDR Policy

About the Reserve Study

California law requires the association's Board of Directors to "cause to be conducted" a reserve study with an onsite inspection at least once every three years. Although the

law does not require the Board to perform a reserve study in years two and three, the law does require an annual disclosure to be distributed to the membership in those years. To ensure that the association's major components are appropriately identified, the Board hires a professional reserve analyst for these services.* The "Executive Summary" in this packet will show whether or not a site inspection was completed this year as determined by the Board.

California law also requires the Board to make these disclosures about the association's reserve funds:

1) In the upcoming year, the association will fund reserves using the following sources:

	Type of Funding
☒	Regular Assessments
☐	Special Assessments
☐	Borrowing
☐	Use of Other Assets
☐	Deferral of Repairs
☐	Alternate Mechanisms

2) **The association has a total of $1,713,323.06 in actual accumulated reserve funds as of April 30, 2026. The Board anticipates that the amount will increase to $1,754,495.06 by the end of the current fiscal year. According to the reserve analyst, the total replacement cost for all major components is $2,449,731.00. The current reserve fund amount represents 72% of the projected total replacement cost.** Although this number usually seems low, the legislature requires the Board to disclose (in boldface type) how much it would cost the association to rebuild all of its major common area components if they were replaced all at once.
3) According to the reserve analyst, at the start of the upcoming fiscal year the association is anticipated to be 100.51% funded to the "ideal funding level". That number represents the amount the association is anticipated to have on hand to repair or replace major components when they are scheduled to be repaired or replaced.

Insurance Information
The association carries General Liability insurance in the amount of $6,000,000.00, which meets the minimum amount specified in California law to ensure that owners are only individually liable for their proportionate share of special or regular assessments levied to pay any judgments against the association which exceed the limits of the association's insurance.

Additional disclosures about the association's insurance policies can be found within this packet, including the name(s) of the insurer(s), the types of insurance, the policy limits, and the deductible amounts (if any).

Other Disclosures
The Board of Directors does not anticipate that any special assessment will be required during the upcoming fiscal year to repair, replace and/or restore any major components or to provide adequate reserves.

Please contact our community manager, Amy Dool at 951-9737519 or via e-mail at Amy.Dool@fsresidential.com should you have any questions or if you would like to have a copy of the complete *pro forma* operating budget provided to you at the association's expense or a copy of the complete reserve study plan. These documents are also available for review at FirstService Residential, 25240 Hancock Ave., Suite 240, Murrieta, CA 92562 by appointment.

ANNUAL POLICY STATEMENT – MOUNTAIN VIEW COMMUNITY ASSOCIATION

The board is required to distribute an annual policy statement that provides the association members with information about its policies.

1) The name and address of the person designated to receive official communications to the association is the Manager on behalf of Mountain View Community Association c/o FirstService Residential Management, 25240 Hancock Ave., Suite 240, Murrieta, CA 92562.

2) Members may submit a request to the address noted above to have notices sent to up to two different specified addresses.

3) Civil Code permits the association to provide General Notices to the membership via newsletter, billing statement messages, association website, or posting in a prominent location. If the association chooses to post notices, they will be located on the bulletin board located at the clubhouse at 28855 Rainier Way, Moreno Valley, CA 92555.

4) If you would like all notices, including general notices, to be sent to you by individual delivery, please log in to the community website at https://mountainviewhoa.connectresident.com and update your communication preferences within the "My Account" settings of your profile.

5) Copies of minutes for board meetings that are open to the membership are available upon written request throughout the year. Minutes can be released to you 30 days

following the meeting date, and any copying and posting charges for those minutes are the requestor's responsibility. If the minutes are not approved by the Board within the 30-day period of the request, draft minutes will be provided to you.

* The association's board of directors has relied on information, opinions, reports and statements presented to it by vendors, contractors, reserve study specialists, CPAs and/or other professionals and is relying upon this information, financial data and reports pursuant to the California Corporations Code in providing the association membership the information contained in this Assessment Reserve Funding Disclosure Summary. The information contained within the reserve study includes assumptions regarding future events based on information supplied to the association's board of directors from said professionals. Some assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to the date of this Disclosure Summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a 30-year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next 30 years. Furthermore, severe weather conditions, earthquakes, floods or other acts of God, the occurrence of vandalism and other events that are difficult to anticipate cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study only includes items that the Association has a clear and express responsibility to maintain pursuant to the association's CC&Rs.

MOUNTAIN VIEW COMMUNITY ASSOCIATION
August 1, 2026 - July 31, 2027

Number Of Units : 255

	Per Unit	Per Month (rounded)	Per Year (rounded)
INCOME			
MEMBER ASSESSMENT	**171.00**	**43,606**	**523,272**
OTHER INCOME	0.01	03	36
TOTAL INCOME	**171.02**	**43,609**	**523,308**
RESERVE CONTRIBUTION	**55.77**	**14,221**	**170,652**
OPERATING EXPENSES			
UTILITIES	23.25	5,930	71,160
LAND MAINTENANCE	17.60	4,487	53,844
SWIMMING POOL/SPA	8.06	2,055	24,660
COMMUNITY SERVICES/EVENTS	0.49	125	1,500
COMMON AREA	22.47	5,729	68,748
ADMINISTRATION	43.38	11,062	132,744
TOTAL OPERATING EXPENSES	**115.25**	**29,388**	**352,656**
TOTAL RESERVE CONTRIBUTION	**55.77**	**14,221**	**170,652**
TOTAL OPERATING & RESERVES	**171.02**	**43,609**	**523,308**

The complete pro forma operating budget is available at the business office of the association. Copies will be provided to you upon request at the expense of the association.

Mountain View Community Association

Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending July 31, 2027
("Disclosure Summary")

The notes at the end of this Disclosure Summary should be read in conjunction with the information provided.

(1) The regular assessment for the 2026-27 fiscal year per ownership interest is **$171.00** per month.

(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 association's Board of Directors (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.		

Total:_____

(3) Based upon the most recent reserve study dated April 6, 2026, 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 _____

*If future reserve funding adheres to the 30 Year Projections.

(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 been approved by the Board or the members?

Approximate date assessment will be due:	**Amount per ownership interest per month or year:**
N.A.	

Total:_____

(5) All major components are included in the reserve study and are included in its calculations. However, the following major assets are excluded from the reserve study calculations for the following reasons:

Mountain View Community Association

Assessment and Reserve Funding Disclosure Summary
For the fiscal year ending July 31, 2027
("Disclosure Summary")

Major asset:	Reason this major asset was not included:
Slopes	Funded by operating budget

(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 is **$1,760,037.70**, based in whole or in part on the last reserve study or update prepared by Advanced Reserve Solutions, Inc. as of April 6, 2026. The projected reserve fund cash balance at the end of the current fiscal year is **$1,769,085.49**, resulting in reserves being **100.51%** funded at this date. The current surplus in the reserve fund represents **$35.48** per ownership interest.

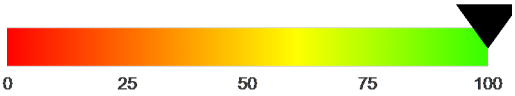
(7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, a 5-year reserve funding plan has been developed – see the attached Projections. The assumed long-term before-tax interest rate earned on reserve funds is 1**.50%** per year and the assumed long-term inflation rate applied to major component repair and replacement costs is **3%** per year. Full reserve study is available upon request.

NOTES:

(A) The financial representations set forth in this summary are based on the best estimates of the preparer and the Board at that time. The estimates are subject to change. (B) For the purposes of understanding this Disclosure Summary: (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 5550. Components with an estimated remaining useful life of more than 30 years may be included in the 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) Based on reserve studies or the occurrence of one or more unanticipated events, the Board could increase regular assessments and/or levy special assessments, consistent with the provisions of the CC&Rs and applicable law, to fund additional reserves as it deems necessary. For example, the information contained in this Disclosure Summary includes (i) estimates of replacement value and life expectancies of the components and (ii) assumptions regarding future events. Estimates are projections of a future event based on information currently available and are not necessarily indicative of the actual future outcome. The longer the time period between the estimate and the estimated event, the more likely the possibility of error and/or discrepancy. For example, some assumptions inevitably will not materialize, and unanticipated events and circumstances may occur subsequent to the preparation of this Disclosure Summary. Therefore, the actual replacement cost and remaining life may vary from this report and summary and the variation may be significant. Additionally, inflation and other economic events may impact this report and summary, particularly over an extended period of time (such as thirty (30) years) and those events could have a significant and negative impact on the accuracy of this Disclosure Summary and, further, the funds available to meet the association's obligation for repair and/or replacement of major components during their estimated useful life.

Mountain View Community Association

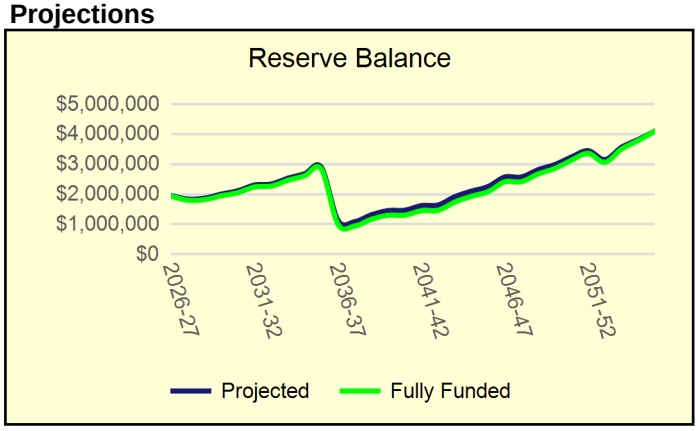
Moreno Valley, California
255 Units
7/31/2027 Fiscal Year End

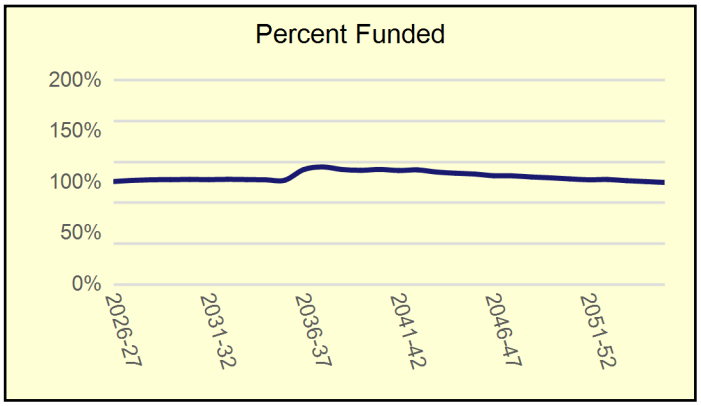


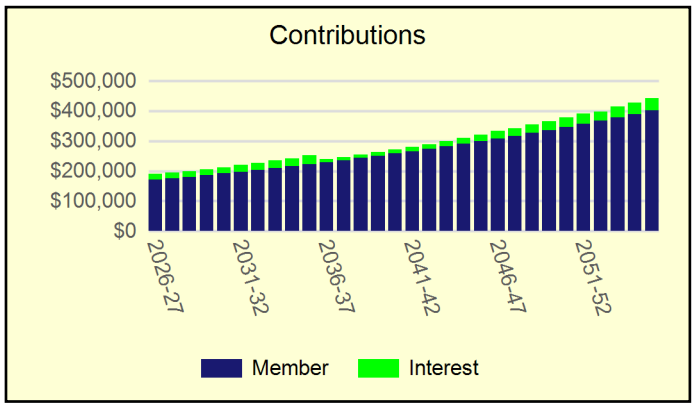
Adequacy of Reserves as of 08/01/2026	
Percent Funded	**100.51%**
Reserve Fund Balance	**$1,769,085.49**
Fully Funded Balance	**$1,760,037.70**
Surplus per Unit	**$35.48**

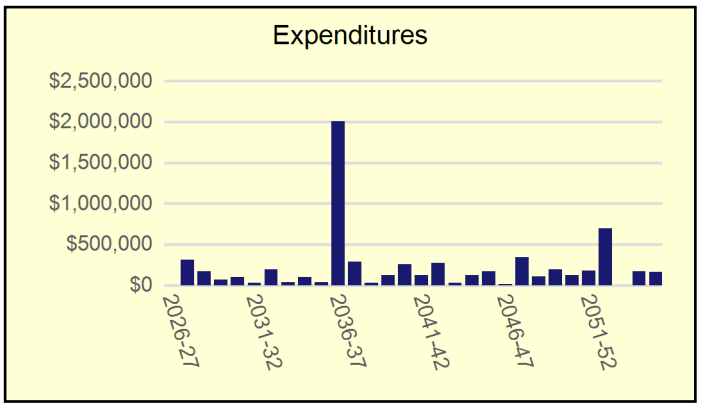
Reserve Funding for 2026 - 27 Directed Cash Flow Method	Annual	Monthly	Per Unit Per Month
Member Contribution	**$170,658**	**$14,221.53**	**$55.77**
Interest Contribution	**$19,489**	**$1,624.06**	**$6.37**
Total Contribution	**$190,147**	**$15,845.60**	**$62.14**

Projections









Mountain View Community Association

Executive Summary

Directed Cash Flow Method

Client Information

Account Number	41383
Version Number	2
Analysis Date	4/6/2026
Fiscal Year	8/1/2026 to 7/31/2027
Number of Units	255

Global Parameters

Inflation Rate	3.00%
Annual Contribution Increase	3.00%
Investment Rate	1.50%
Taxes on Investments	30.00%
Contingency	3.00%

Community Profile

This community was constructed between 1999 and 2000.

For budgeting purposes, unless otherwise indicated, we have used August, 2000 as the average placed-in-service date for aging the original components included in this analysis.

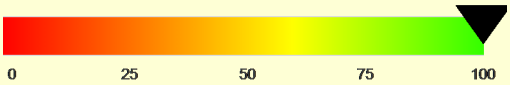
Most of the components in this analysis have been repaired, replaced or otherwise maintained since original installation. When known, the date of the last repair, replacement or other maintenance has been used as the placed-in-service date for aging each component; when this date is unknown, it has been estimated based on the component's condition at our most recent site visit.

Level of service: Level 2 - update report with site visit.

Most recent ARS site visit: February 2026.

Adequacy of Reserves as of August 1, 2026

Anticipated Reserve Balance	**$1,769,085.49**
Fully Funded Reserve Balance	**$1,760,037.70**
Percent Funded	**100.51%**
Surplus per Unit	**$35.48**



Funding for the 2026-27 Fiscal Year	Annual	Monthly	Per Unit Per Month
Member Contribution	**$170,658**	**$14,221.53**	**$55.77**
Interest Contribution	**$19,489**	**$1,624.06**	**$6.37**
Total Contribution	**$190,147**	**$15,845.60**	**$62.14**

Mountain View Community Association

Membership Disclosure Summary

Sorted by Category

Major Reserve Components	Current Cost	Assigned Reserves	Remaining Life Range	Useful Life Range
010 Streets & Drives	$1,397,605	$1,026,211	1-10	5-25
020 Lighting	$28,875	$25,660	1-10	20
030 Grounds	$201,440	$122,059	1-19	5-20
040 Landscape	$108,500	$91,354	2	3-12
050 Fencing	$198,283	$143,225	4-10	18-30
060 Buildings	$112,395	$63,048	1-11	10-20
070 Painting	$96,279	$63,664	1-6	5-12
080 Roofs	$40,028	$38,546	1	25
090 Pools & Spas	$266,325	$143,792	1-22	6-30
Contingency	n.a.	$51,527	n.a.	n.a.
Total	$2,449,731	$1,769,085	1-22	3-30

Mountain View Community Association

Projections

Directed Cash Flow Method

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenses	Ending Balance	Fully Funded Balance	Percent Funded
2026-27	$1,769,085	$170,658	$19,489	$0	$1,959,233	$1,941,400	101%
2027-28	$1,959,233	$175,778	$18,239	$310,905	$1,842,345	$1,806,079	102%
2028-29	$1,842,345	$181,051	$18,526	$169,285	$1,872,637	$1,824,747	103%
2029-30	$1,872,637	$186,483	$19,909	$71,000	$2,008,029	$1,953,729	103%
2030-31	$2,008,029	$192,078	$21,037	$102,022	$2,119,122	$2,058,798	103%
2031-32	$2,119,122	$197,840	$23,020	$27,823	$2,312,158	$2,250,273	103%
2032-33	$2,312,158	$203,775	$23,312	$195,845	$2,343,401	$2,274,109	103%
2033-34	$2,343,401	$209,888	$25,332	$38,388	$2,540,233	$2,470,571	103%
2034-35	$2,540,233	$216,185	$26,814	$97,672	$2,685,560	$2,617,913	103%
2035-36	$2,685,560	$222,671	$29,040	$34,994	$2,902,277	$2,841,476	102%
2036-37	$2,902,277	$229,351	$10,541	$2,008,158	$1,134,010	$1,007,155	113%
2037-38	$1,134,010	$236,231	$10,033	$291,117	$1,089,157	$945,885	115%
2038-39	$1,089,157	$243,318	$12,387	$26,377	$1,318,486	$1,170,161	113%
2039-40	$1,318,486	$250,618	$13,816	$123,642	$1,459,277	$1,304,693	112%
2040-41	$1,459,277	$258,136	$13,892	$260,649	$1,470,656	$1,304,734	113%
2041-42	$1,470,656	$265,880	$15,460	$126,974	$1,625,022	$1,454,823	112%
2042-43	$1,625,022	$273,857	$15,625	$269,369	$1,645,135	$1,465,717	112%
2043-44	$1,645,135	$282,072	$18,448	$25,619	$1,920,036	$1,743,123	110%
2044-45	$1,920,036	$290,535	$20,366	$122,683	$2,108,253	$1,933,695	109%
2045-46	$2,108,253	$299,251	$21,894	$169,976	$2,259,422	$2,087,828	108%
2046-47	$2,259,422	$308,228	$25,164	$15,352	$2,577,462	$2,418,920	107%
2047-48	$2,577,462	$317,475	$25,124	$341,412	$2,578,649	$2,422,570	106%
2048-49	$2,578,649	$326,999	$27,620	$110,377	$2,822,892	$2,680,217	105%
2049-50	$2,822,892	$336,809	$29,339	$196,228	$2,992,811	$2,863,577	105%
2050-51	$2,992,811	$346,913	$31,923	$125,805	$3,245,843	$3,136,484	103%
2051-52	$3,245,843	$357,321	$34,048	$182,177	$3,455,036	$3,367,387	103%
2052-53	$3,455,036	$368,040	$30,855	$698,920	$3,155,012	$3,066,906	103%
2053-54	$3,155,012	$379,082	$35,117	$0	$3,569,211	$3,509,095	102%
2054-55	$3,569,211	$390,454	$37,734	$171,385	$3,826,013	$3,793,232	101%
2055-56	$3,826,013	$402,168	$40,622	$159,822	$4,108,981	$4,108,981	100%

MOUNTAIN VIEW COMMUNITY ASSOCIATION

DELINQUENT ASSESSMENT COLLECTION POLICY

Effective: AUGUST 2026

Prompt payment of assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our Association. Your Board of Directors takes very seriously its obligation under the CC&R's and the California Civil Code to enforce the members' obligation to pay assessments. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent, and effective manner. Therefore, pursuant to the CC&R's and Civil Code, the following are the Association's assessment collection practices and policies:

- Regular monthly assessments are due and payable on the 1st day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.
- All other assessments, including, but not limited to, Special Assessments, Reimbursement Assessments, Reconstruction Assessments, and Capital Improvement Assessments are due and payable on the date specified by the Board in the notice of assessment.
- Regular monthly assessments and all other assessments (as defined in Paragraph 2) are collectively referred to herein as "Assessments".
- Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the Assessment or other sums are levied.
- Unpaid Assessments are delinquent 30 days after they are due.
- A late charge of $10.00 or 10%, whichever is greater, will be charged for any Assessment that is not received on or before the 30th day of the month, prior to the close of business.
- Interest on the balance due will accrue at a rate not to exceed 12% per annum; commencing thirty (30) days after the Assessment becomes due.
- At fifteen (15) days past due, the association may invite owner(s) to a hearing for the purpose of revoking membership privileges. Those privileges can include access to common areas or facilities, and/or services paid for by the association.
- When an Assessment becomes more than sixty (60) days past due, the Association will send a validation notice to the billing address on record with the association. The owner will be charged a fee for the notice, as well as all costs to complete the transmittal of the notice. If an owner writes to dispute the amount owed or to request "original creditor" information within the validation period set forth in the notice, then the Association will cease collection of the debt, or any disputed portion of the debt, until the Association responds appropriately as required by law (see applicable consumer protection laws).
- When an Assessment becomes more than ninety-five (95) days past due, the Association will send an intent to lien/pre-lien letter to each owner, as required by the Civil Code, by certified mail to the owner's address of record. The owner will be charged a fee for the notice, as well as all costs to complete the transmittal of the letters
- If the owner fails to pay the amounts set forth in the intent to lien/pre-lien letter within 30 days of receipt of that letter, a lien for the amount of any delinquent Assessments, late

charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. The owner will be charged a fee for the lien, as well as any processing fees, recording service, and costs. A copy of the lien will be sent to each owner at his/her address of record via certified mail within ten (10) days of recordation thereof. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law.

  - Prior to the recording of a Board authorized lien for delinquent Assessments, an owner that is delinquent has the right to participate in internal dispute resolution ("IDR") pursuant to the "meet and confer" program in accordance with California Civil Code. Prior to recording a lien, the Board of Directors will approve such action by a majority vote of the Board of Directors.
  - Upon receipt of payment in full, that includes any late fees, interest, collection costs and/or attorneys' fees, a Release of Lien will be recorded. Copies of the Release of Lien will be sent to all owners of record. The owner will be charged a fee for the release, as well as any processing fees, recording service, and costs. All county recording fees are charged as applicable and as counties may charge from time to time.

- If an owner is delinquent for thirty (30) additional days after the Notice of Delinquent Assessment (Lien) has been recorded, the Assessment collection matter will be referred to the Association's attorney or collection agent, and the lien may be enforced by judicial or non-judicial foreclosure sale, or by money judgment at the Association's option. An actual foreclosure sale of an owner's property will not be conducted unless or until either; (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars ($1,800) or more, excluding accelerated assessments and specified late charges and/or fees; or (b) the assessments are delinquent for more than twelve (12) months. [You could lose ownership of your property if a foreclosure action is completed. You will be responsible for significant additional fees and costs, including attorneys' fees, if a foreclosure action is commenced against your property.] The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the Minutes of the next open session Meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the Minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent owners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
- Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.
- The Association will charge a processing fee to the owner for a returned check.
- Any owner who is unable to pay Assessments will be entitled to submit a written request for a payment plan to be considered by the Board of Directors. The Board of Directors is not required to approve a payment plan. If a payment plan is approved, the Board of Directors may establish the terms of the payment plan. A payment plan request or approved payment plan will not impede the Board's ability to vote for and record a lien.

MOUNTAIN VIEW COMMUNITY ASSOCIATION

- The mailing address for overnight payment of assessments is:

FirstService Residential California, LLC
15241 Laguna Canyon Rd
Irvine, CA 92618

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 30 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars ($1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars ($1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the owner's property. The owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections 5700 through 5720 of the Civil Code, inclusive)

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

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

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

PAYMENTS

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

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

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

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

MEETINGS AND PAYMENT PLANS

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

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

ASSIGNMENT OF RENTS

In the event that the Association files any action against an Owner for unpaid Assessments on Owner's Unit, and said Unit is or becomes rented or leased at any time during the pendency of the action, the Association shall have the right, upon ex parte notice and application, to request that the Court order Owner to assign all rents due from the renter/lessor of said Unit to the Association until such time as all Assessment delinquencies are cured.

ALTERNATIVE DISPUTE RESOLUTION

5925. As used in this article: (a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.
(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for

any of the following purposes:
(1) Enforcement of this title.
(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
(3) Enforcement of the governing documents of a common interest development.

5930. (a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.
(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in the Code of Civil.
(c) This section does not apply to a small claims action.
(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

5935. (a) Any party to a dispute may initiate the process required by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:
(1) A brief description of the dispute between the parties.
(2) A request for alternative dispute resolution.
(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
(4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.
(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

5940. (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.
(c) The costs of the alternative dispute resolution shall be borne by the parties.

5945. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:
(a) The period provided in Section 5935 for response to a Request for Resolution.
(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

5950. (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:
(1) Alternative dispute resolution has been completed in compliance with this article.
(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute

resolution.
(3) Preliminary or temporary injunctive relief is necessary.
(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

5955. (a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.
(b) The costs of the alternative dispute resolution shall be borne by the parties.

5960. In an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

5965. (a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements 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."

(b) The summary shall be provided either at the time the pro forma budget is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process.

INTERNAL DISPUTE RESOLUTION

5915. Statutory Dispute Resolution Procedure
(a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
(b) Either party to a dispute within the scope of this article may invoke the following procedure:
(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
(3) The association's board of directors shall designate a member of the board 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 an 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, including the board designee on behalf of the association.
(c) 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:
(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
(2) The agreement is either consistent with the authority granted by the board of directors to its

designee or the agreement is ratified by the board of directors.
(d) A member of the association may not be charged a fee to participate in the process.

MOUNTAIN VIEW COMMUNITY ASSOCIATION

ENFORCEMENT AND FINE POLICY

(Updated September 24, 2025)

The Association has the right to enforce the Association's Governing Documents, including, but not limited to, the Rules and Regulations, Design Guidelines, Declaration of Covenants, Conditions and Restrictions and Reservation of Easements for Mountain View ("CC&Rs"), and Bylaws. After the Association's Board of Directors ("Board") receives a written complaint that a rule or covenant has been violated or the Board or management independently discovers a violation, the Board will investigate the allegation and may take action against the offending Owner/resident pursuant to this Policy. However, nothing in this Policy obligates or requires the Board or authorized committee to take any action against an individual Owner/resident. The Board, in making this decision, will consider the costs and benefits of taking such action.

A. REPORTING VIOLATIONS:

Owners may report violations to the management company or the Board by submitting a written notice describing the violation. (You may use the Rules Violation Report). Owners wishing to report a violation must do so in writing and the complaint must be signed by the complaining Owner. Anonymous letters or complaints will not be acted upon unless the violation can be verified by way of an inspection of the property. Additionally, while the Board will not routinely provide the identity of the Owner alleging the violation, the Board does not guarantee that the Owner's identity will remain anonymous nor that the Board has any duty to protect the privacy of the complainant or the content of the complaint. If a complaint is difficult to verify, the Owner alleging the complaint should be prepared to come before the Board to discuss their claims, if the matter should come into dispute.

The Board, management company, or authorized committee appointed by the Board may also note any violations discovered during walkthroughs, or by personal knowledge of any of its members or representatives.

B. DUE PROCESS:

Prior to imposing a fine or Special Assessment, suspension of rights and privileges, or other discipline against the Owner, the Owner will be given at least **fifteen (15) days'** notice and an opportunity to appear before the Board or submit a statement in writing to the Board or appropriate committee pursuant to *Civil Code* Section 5855 or any successor statute. The notice shall contain the date, time, and place of the meeting, the nature of the alleged violation for which the Owner may be disciplined (including the provision(s) of the Governing Documents alleged to have been violated) or the nature of the damage to common area and facilities for which a monetary charge may be imposed, the sanctions that may be imposed at the hearing, and a statement that the Owner has a right to attend and may address the Board at the meeting.

Prior to being disciplined for a violation (e.g., fined), the Owner shall have an opportunity to cure the violation. An Owner may avoid discipline being imposed by providing evidence that the violation has been cured prior to the noticed meeting, or by signing a formal, written document outlining how and when the violation will be cured with a cure period not to exceed a time frame determined by the Association. If curing the violation will take longer than the time between the hearing notice and the hearing on the violation, no discipline shall be imposed so long as the agreement signed by the Owner includes a financial commitment to cure the violation. The Association reserves the right to determine what adequately constitutes "financial commitment to cure the violation" and such determination shall be reasonable under the circumstances.

To demonstrate that the violation has been cured, the Owner may submit photographs, receipts, contractor statements, written explanations, or other documentation confirming that the violation has been resolved. To demonstrate a financial commitment to cure, the Owner may provide signed contracts, payment receipts, deposit confirmations, or other written evidence showing that steps have been taken to complete the cure. All such materials should be submitted to the Association in advance of the meeting so that the Board may consider them when determining whether to impose discipline.

An Owner shall be given written notice of any discipline imposed by the Board within **fourteen (14) days** of the hearing.

C. ENFORCEMENT MEASURES/REMEDIES:

To promote compliance with the Association's Governing Documents, the Association may employ a range of enforcement measures and remedies. These may include, but are not limited to, issuing a warning or notice of violation, providing notice of a disciplinary hearing, imposing a fine of $100 per violation (or greater as noted below), imposing a Special Assessment, suspending rights and privileges, offering Internal Dispute Resolution (IDR) and/or Alternative Dispute Resolution (ADR), filing a lawsuit, and/or employing any other remedy or measure available under the Governing Documents and/or applicable law. The Association reserves the right to initiate any enforcement method at any time.

If the violation may result in an adverse health or safety impact on the common area or on another Owner's property, a fine greater than $100 may be levied. Before imposing such a fine the Board shall, at a meeting open to the members, make a finding specifying the adverse health or safety impact of the violation and record such findings in the minutes of the meeting. Fines based on these findings will generally range between $500 and $10,000.

If the violation is cured prior to the hearing, no discipline shall be imposed but a Special Assessment may still apply.

If, following the hearing, the Owner and the Board reach an agreement regarding matters such as whether a violation occurred or is ongoing, the method and timeline for curing the violation, the payment of any Special Assessment, or other terms of resolution, the Board shall prepare a written agreement reflecting the mutually agreed-upon terms. This agreement shall be signed by both the Owner and the Board.
If, following the hearing, the Owner and the Board are not in agreement, the Owner may request Internal Dispute Resolution (IDR) in accordance with the Association's IDR Policy and *Civil Code* Section 5900,

et seq. Regardless of whether IDR is requested, the Association may proceed with IDR, ADR and/or a lawsuit to compel compliance by the Owner with the Association's Governing Documents, to resolve the outstanding violation, and to recover any and all attorney's fees and/or costs incurred in gaining the Owner's compliance.

Each individual infraction of the Governing Documents is considered a separate violation. The Association has the right to impose individual fines for separate, identical violations identified in the same hearing notice. For example, if two noise violations are identified in the same hearing notice, the Association has the right to impose two separate fines. In addition, if the same conduct results in a breach of two or more rules, regulations, restrictions or covenants of the Governing Documents, each Governing Document provision breached may be considered a separate violation. The Board has the discretion to determine the time interval after which the continued existence of a violation may be treated as a separate and new violation.

Unless otherwise specified in the post-hearing notice of decision, all fines must be paid fifteen (15) days after the date of the notice of decision. All Special Assessments shall be paid thirty (30) days after the date of the notice of decision. Failure to pay fines or Special Assessments may result in the suspension of rights and privileges.

For noncontinuing violations, rights and privileges may be suspended for a maximum of thirty (30) days per violation. For continuing violations, a suspension may continue until the violation is cured.

If a lawsuit is filed to compel the Owner's compliance with the Governing Documents, the Owner may be liable for the Association's legal costs and fees.

D. VIOLATION PROCEDURE:

Generally, **though not necessarily**, the Association will adhere to the following procedure:

1. Notice of Violation: A first written notice of the violation will be sent by the management company to the Owner. The notice will contain a description of the violation, the time limit to correct the violation, and instructions regarding a response to the notice. If the Owner fails to comply with the initial notice to correct the violation, the Association may send one or more follow-up notices to the Owner.

2. Hearing Notice: The Board may send a notice of hearing to the Owner, instead of or in addition to an initial or follow-up notice, as the Board deems appropriate, e.g., where, in the Board's discretion, the nature of the violation warrants an earlier hearing. The date for the hearing may be no less than **fifteen (15) days** after the date the hearing notice is sent.

3. Hearing: If the Board determines at the hearing that the violation has not been corrected and the Owner has not provided financial commitment to cure the violation, the Board may take any of the following actions:

    a. Suspend rights and privileges, e.g., the right to use the recreational facilities;

b. Institute Internal Dispute Resolution ("IDR") and/or Alternative Dispute Resolution ("ADR");
c. Submit the matter to the Association's legal counsel for further action, which may include, but is not limited to requesting ADR and/or filing a lawsuit;
d. Levy a Special Assessment;
e. Levy a fine/monetary penalty; and/or
f. Take any other action that the Board deems appropriate, as allowed by the Governing Documents and the law.

The Association reserves the right to impose and/or use any of the above-referenced enforcement measures/remedies regardless of whether it is a first violation, second violation, etc. Depending on the severity and frequency of the violation and violator, the choice of the enforcement measure/remedy utilized may vary.

4. Post-Hearing Notice of Decision: If the Board determines to impose discipline (such as suspending rights or privileges), impose a Special Assessment, and/or impose a fine or monetary penalty against the Owner, within **14 days** after the meeting at which the Board takes such action the Board will send the Owner written notice of its decision. Any fine, monetary penalty, assessment, or suspension may not take effect prior to **five (5)** days after the hearing.

irrigation, must fully detail the exact location of such lines in relation to Homeowner's lot or unit. Please ascertain that your added irrigation is not connected to the Association installed irrigation. Any costs to disconnect a Homeowner installed system from the "common" system will be borne by the Homeowner.

VII. GOVERNMENT PERMITS

Approval by the ARC for any improvement does not waive the necessity of obtaining required government permits. Obtaining government permits does not waive the need for ARC approvals. The ARC does not review for compliance with government requirements.

VIII. ARCHITECTURAL REVIEW COMMITTEE CRITERIA

The ARC evaluates all submissions on the individual merits of the application. In addition to the evaluation of the particular design proposal, the characteristics of the house type and the individual site will be considered. What may be an acceptable design for an exterior in one instance may not be acceptable for another.

A. The proposed improvements must be compatible with the architectural characteristics of the applicant's house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details, etc.

B. ARC will consider the potential effect of the proposed improvements in regards to maintaining the property values and aesthetic continuity in the neighborhood.

C. Each neighborhood has individual characteristics and the proposed alteration must complement existing structures and improvements.

D. The ARC will decide what is acceptable and what is not acceptable per the Design Guidelines.

IX. PROCEDURAL STANDARDS

A. Application Procedure and Requirements

1. All requests are to be made to the Mountain View Management Company and brought to the attention of the ARC on the standard Home Improvement Form which is included in these Guidelines. Copies of forms may be downloaded from the Community Website at

www.mountainviewhoa.org. Hardcopies are located in the clubhouse library. Forms may also be obtained by contacting the Management Company or any ARC member.

2. Effective August 1, 2023, a nonrefundable application fee of $95 is required for each Home Improvement Form filed with the Management Company. Any Home Improvement Form must be submitted to Management along with a $95 check. Home Improvement Forms and checks are not to be submitted to members of the ARC. Home Improvement Forms submitted with no check attached will be returned to the homeowner with no action taken on the form as submitted.

3. Approved applications may remain open for a period of six months. After six months, an extension may be obtained for uncompleted work on an application for an additional six months not to exceed one year. After an uncompleted application reaches one year, a new application and an additional nonrefundable application fee of $50 must be submitted to the Management Company.

Below are the projects that homeowners may complete without submitting any paperwork:

1. Removing trees as long as the one required tree remains in the front yard.
2. Replacing plants with like plants in the front or back yards.
3. Replanting plants in back yard.
4. Touch up painting of house, existing shutters, doors, and wooden fences, with the same previously approved paint or stain.
5. Removing grass in backyard and replacing with xeriscape or artificial turf.
6. Changing color in flower bed with the seasons.
7. Adding same rock or decomposed granite (DG) to yard that needs to be refreshed as long as the rock and DG were originally approved.

The following projects must be submitted to the ARC for approval but no fee is required:

1. Replacing tree in front yard with a tree from the suggested list in the guidelines.
2. Repainting house with existing approved colors
3. Installing security doors (front, garage or back) [color must coordinate with house colors.]
4. Installing solar screens, awnings, or film on side or rear windows.
5. Installing security camera system.
6. Installing motion-activated lighting.

7. Installing visible trellises.
8. Adding or replacing rain gutters (color must match the house).
9. Putting a cover on an existing, approved patio cover.
10. Adding exterior, stone wainscoting
11. Adding stone planter under front window.
12. Installing solar panels.
13. Replacing wooden patio cover or portico with Alumawood patio cover.
14. Replacing wooden fencing with vinyl.
15. Installing wrought iron gate of side of house or front of house (McKinley model).
16. Installing carriage lights on garage.
17. Changing the front, exterior entryway light fixture.

All other projects not on the above lists will be required to be submitted to the management company along with the nonrefundable $95 application fee.

4. All ARC submittal packages are to include the items listed on the attached Application Procedures form included in this manual. Submittal packages will be returned if deemed incomplete. ARC reserves the right to request additional information.

5. **Neighbor Notification**: Neighbor signatures do not indicate approval or disapproval; they merely indicate awareness of the proposed improvements. Homeowner is solely responsible for Neighbor Notification; a good faith effort to notify your neighbor must be documented and notification should have been attempted no fewer than three (3) times.

NO APPLICATION WILL BE CONSIDERED COMPLETE UNTIL THE NEIGHBOR NOTIFICATION CONDITION HAS BEEN SATISFIED.

6. Neighbors objecting to a proposed improvement can submit written opposition to the ARC in care of the management company. Written comments must be received within 5 days of the presentation of the plans to the neighbor.

7. **Right of Entry**: If construction work requires the use of common area for purposes of transporting labor and materials, and/or for the temporary storage of materials for the work, the applicant must obtain written permission from the Mountain View Community Association for the right to enter during construction. A copy of the letter granting permission must be submitted to the ARC prior to commencement of construction. A security deposit or bond, as deemed necessary by the ARC may be required from the

Homeowner. Unused deposits will be refunded after completion of work and final acceptance by the ARC. Payment will be refunded by U.S. Mail within 30 days after ARC's final acceptance.

8. **Submittals**:

a. Within 45 days of the ARC's receipt of a complete application, a decision will be rendered, either approving or disapproving the application.

b. When the plans are approved by the ARC, one (1) set of the approved plans will be returned to the Homeowner and the other two (2) sets will be retained by the Management Company and the ARC.

c. Applicants are prohibited from commencing construction prior to obtaining a written approval of the application by the ARC.

B. Remodel, Modification, Restoration or Repair

1. Any alteration of exterior elevation or drainage, including that caused by any proposed remodel, modification, restoration, or repair effort, must be approved by the ARC prior to taking action.

2. Any interior remodel/modification does not require ARC action, so long as the interior remodel/modification does not alter the exterior appearance of the property.

3. All requests for ARC review of a plan for Remodel, Modification, Restoration or Repair shall be done in the same manner prescribed in PROCEDURAL STANDARDS, paragraph A.1 at page 6 hereof. Simply mark your Structure and Landscape application "Remodel, Modification, Restoration or Repair of Original Application which was approved on _____(supply initial approval date)".

C. Construction

1. **Time Period**: Work shall commence within 120 days and be completed within six (6) months of the date of approval. If the scope of the job warrants more time, the ARC may extend the construction period as necessary. A construction phasing plan and schedule indicating a longer construction period shall be submitted by the applicant.

2. **Final Review**: Upon completion of the improvements, applicant will have

sixty (60) days in which a Notice of Completion (NOC) form is submitted to the Management Company. Once received the Management Company will forward such form to the ARC for final review. Such review will be completed within sixty (60) days of receipt.

X. GENERAL

A. Enforcement

1. Improvements that are installed without the necessary approval from the ARC constitute a violation of the CC&R's and may require modifications or removal of work at the expense of the Homeowner, including but not limited to any legal fees incurred. Remedies will be pursued to the fullest extent permitted by the CC&R's and the law.

2. Unapproved improvements are subject to the fines imposed by the FINE SCHEDULE received in the annual Community Budget Package under the Enforcement Policy. In addition to these enforcement mechanisms, additional disciplinary action may be taken by the Association.

3. Continued non-compliance may result in fines escalating on a monthly basis from $100 up to $500 per month in addition to the fines set forth above, until compliance is achieved. Remedies will be pursued to the fullest extent permitted by the CC&R's and the law. (Fine Policy Adopted March 27, 2010 sent to homeowners yearly).

4. Fines may only be imposed after notice and a hearing before the Board. Homeowners will receive a notice of hearing, the nature of the alleged violation for which the member may be fined, and a list of the sanctions which may be imposed at the hearing. The notice will also contain a statement that the member has a right to attend the hearing, and may address the Board at that time, or that the member may submit a statement of defense to the Board in advance of the hearing, or present a statement of defense and supporting witness at the hearing. Hearings will be held in Executive Session. Within 15 days of the hearing, the Board will mail a statement of decision to the Homeowner. No disciplinary action against a Homeowner may take effect until at least 5 days after the hearing.

B. Violations

All Homeowners have the right and responsibility to bring to the attention of the ARC any violations of the Mountain View Community Association Design Guidelines by contacting the Management Company.

C. Damage

Homeowners shall bear monetary responsibility for any damage caused to the streetscape or open space areas as a result of construction improvements. This includes construction debris and other materials used in making said improvements. All refuse must be removed from the premises to a regulated disposal area.

D. No Waiver of Future Approvals

The approval, conditional approval, or disapproval, by the ARC of any proposals, plans, specifications or drawings will not bind the ARC to approve or disapprove the same or similar improvement or matter in the future. The ARC specifically reserves the right to reject the same or similar plans, specifications, or proposals subsequently submitted by the same or any other person.

E. Notice of Completion

Within **sixty (60) days** of completion of all improvements, the applicant will forward the Notice of Completion, provided by the Management Company, to: Mountain View Community Association, Attention: ARC, c/o FirstService Residential, 25240 Hancock Avenue, Suite 240, Murrieta, CA 92562.

F. Appeal Procedure

Commencing January 1, 2005, a Homeowner whose application for ARC approval of additions or alterations is denied by the ARC shall have a right to appeal the denial to the Board of Directors for reconsideration. The request for reconsideration shall be in writing, and must be mailed to the Board within 30 days of the date the denial is mailed to the Homeowner. Mailing to the Board shall be c/o the current Management Company. As of the date of adoption of this appeal procedure, the correct address is **c/o FirstService Residential, 25240 Hancock Avenue, Suite 240, Murrieta, CA 92562.**

LABARRE/OKSNEE INSURANCE

Mountain View Community Association

INSURANCE SUMMARY DISCLOSURE

Pursuant to Section 5300 (b)(9) of the California Civil Code, the Association is providing you with the following information regarding its insurance policies. Pursuant to Civil Code Section 5300 (a), this summary is being distributed not less than 30 days nor more than 90 days preceding the beginning of the Association's fiscal year.

I.	**GENERAL LIABILITY INSURANCE**		
	A.	Name of insurer:	American Alternative Insurance Company
	B.	Policy limits:	$1,000,000 per occurrence; unlimited aggregate
	C.	Amount of deductible (if any):	$0
	D.	Umbrella coverage, if applicable:	$5,000,000
	E.	Umbrella carrier:	Federal Insurance Company
	F.	Policy dates:	07/26/2025 – 07/26/2026
II.	**PROPERTY INSURANCE**		
	A.	Name of insurer:	American Alternative Insurance Company
	B.	Policy limits:	$665,000 (Guaranteed Replacement Cost)
	C.	Amount of deductible:	$2,500
	D.	Policy dates:	07/26/2025 – 07/26/2026
III.	**EARTHQUAKE INSURANCE**		None
	A.	Name of insurer:	
	B.	Policy limits:	
	C.	Amount of deductible:	
	D.	Policy dates:	
IV.	**FLOOD INSURANCE**		None
	A.	Name of insurer:	
	B.	Policy limits:	
	C.	Amount of deductible:	
	D.	Policy dates:	
V.	**FIDELITY BOND INSURANCE**		
	A.	Name of insurer:	Nova Casualty Company
	B.	Policy limits:	$2,150,000
	C.	Amount of deductible:	$2,500
	D.	Policy dates:	07/26/2025 – 07/26/2026

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

Pursuant to Section 5810 of the California Civil Code, if the association receives any notice of nonrenewal of a policy described in the annual budget report, the association shall immediately notify its members if replacement coverage will not be in effect by the date the existing coverage will lapse.

Federal Housing Administration Certification Disclosure

Certification by the Federal Housing Administration may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest. This common interest development [is / is not] a condominium project. The association of this common interest development [is / is not] certified by the Federal Housing Administration.

This information regarding the association's Federal Housing Administration certification status is as of (June 12, 2026).

For current information, please visit the Federal Housing Administration website at: https://entp.hud.gov/idapp/html/condlook.cfm

Veterans Affairs Certification Disclosure

Certification by the federal Department of Veterans Affairs may provide benefits to members of an association, including an improvement in an owner's ability to refinance a mortgage or obtain secondary financing and an increase in the pool of potential buyers of the separate interest. This common interest development [is / is not] a condominium project. The association of this common interest development [is / is not] certified by the federal Department of Veterans Affairs.

This information regarding the association's Veterans Affairs certification status is as of (June 12, 2026).

For current information, please visit the U.S. Department of Veterans Affairs website at: https://lgy.va.gov/lgyhub/condo-report

FirstService Residential California
15421 Laguna Canyon Road
Irvine, CA 92618
(800) 428-5588

Billing Disclosure Form - *Provided as required by Section 4525** *Effective 1/1/2026*

THIS IS NOT AN INVOICE: This form is being provided as required by California Civil Code **§**4530 and is not intended to be utilized as a total amount due on any specific resale transaction.

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.

Account Information:
Association:
Property Address:

Owner of Property:
Owner's Mailing Address:

Provider of §4525 Items:
Print Name:
Position/Title:
Date Completed:

		Fee For Document	Not Available (N/A), Not Applicable N/App), OR Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)
Articles of incorporation or statement that not incorporation	Section 4525(a)(1)	$62.00	
CC&Rs	Section 4525(a)(1)	$70.00	
Bylaws	Section 4525 (a)(1)	$62.00	
Operating Rules	Section 4525 (a)(1)	$46.00	
Age restrictions, if any	Section 4525 (a)(2)	$0.00 (Included in CC&Rs)	
Rental restrictions, if any	Section 4525 (a)(9)	$0.00 (Included in CC&Rs)	
Annual budget report or summary, including reserve study	Sections 5300 and 4525(a)(3)	$62.00	
Assessment and reserve funding disclosure summary	Sections 5300 and 4525(a)(4)	$0.00 (Included in Budget)	
Financial statement review	Sections 5305 and 4525(a)(3)	$62.00	
Assessment enforcement policy	Sections 5310 and 4525(a)(4)	$0.00 (Included in Budget)	
Insurance summary	Sections 5300 and 4525(a)(3)	$0.00 (Included in Budget)	
Regular assessment	Section 4525(a)(4)	$0.00 (Included in Statement)	
Special assessment	Section 4525(a)(4)	$0.00 (Included in Statement)	
Emergency assessment	Section 4525(a)(4)	$0.00 (Included in Statement)	
Other unpaid obligations of the seller	Sections 5675 and 4525(a)(4)	$0.00 (Included in Statement)	
Approved changes to assessments	Sections 5300 & 4525(a)(4), (8)	$0.00 (Included in Budget)	
Settlement notice regarding common area defects	Sections 4525(a)(6), (7) & 6100	See disclosure if applicable	
Preliminary list of defects	Section 4525(a)(6), 6000 and 6100	See disclosure if applicable	
Notice(s) of violation	Sections 5855 and 4525(a)(5)	$0.00 (Included in Statement)	
Required statement of fees	Section 4525	$0.00 (Included in Statement)	

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Minutes of regular meetings of the board of directors conducted over the previous 12 months, if requested	Section 4525(a)(10)	$120.00	
Results of inspection of exterior elevated elements	Section 4525(a)(11) and 5551	$90.00	
TOTAL FEES for these documents:		**$574.00**	**DO NOT PAY**

*The Information provided in 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 may be charged separately. The documents listed on this form are the property of the Association, and not FirstService Residential. Please visit www.fsresidential.com/california, click Residents along the top of the page, then select “Escrow Services & Documents”. Select List of Servies on the right-hand side of the page to download a full list of fees and services.

Dispute Resolution Procedures: Alternative Dispute Resolution and Internal Dispute Resolution

ALTERNATIVE DISPUTE RESOLUTION

5925. As used in this article: (a) "Alternative dispute resolution" means mediation, arbitration, conciliation, or other non-judicial procedure that involves a neutral party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.
(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:
(1) Enforcement of this title.
(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).
(3) Enforcement of the governing documents of a common interest development.

5930. (a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.
(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in the Code of Civil.
(c) This section does not apply to a small claims action.
(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

5935. (a) Any party to a dispute may initiate the process required by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:
(1) A brief description of the dispute between the parties.
(2) A request for alternative dispute resolution.
(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.
(4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.
(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.
(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

5940. (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.
(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.
(c) The costs of the alternative dispute resolution shall be borne by the parties.

5945. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:
(a) The period provided in Section 5935 for response to a Request for Resolution.
(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

5950. (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:
(1) Alternative dispute resolution has been completed in compliance with this article.
(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
(3) Preliminary or temporary injunctive relief is necessary.
(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the

court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

5955. (a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.
(b) The costs of the alternative dispute resolution shall be borne by the parties.

5960. In an enforcement action in which fees and costs may be awarded pursuant to subdivision (c) of the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

5965. (a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements 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."

(b) The summary shall be provided either at the time the pro forma budget is distributed or in the manner prescribed in Section 5016 of the Corporations Code. The summary shall include a description of the association's internal dispute resolution process.

INTERNAL DISPUTE RESOLUTION

5915. Statutory Dispute Resolution Procedure
(a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.
(b) Either party to a dispute within the scope of this article may invoke the following procedure:
(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.
(3) The association's board of directors shall designate a member of the board 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 an 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, including the board designee on behalf of the association.
(c) 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:
(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
(2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.
(d) A member of the association may not be charged a fee to participate in the process.