



NAM

ASSOCIATION MANAGEMENT, INC.

"Affordable Excellence for Your Neighborhood"

OUR OFFICE ADDRESS IS 4749 BENNETT DRIVE, SUITE B, LIVERMORE, CA 94551

BY APPOINTMENT ONLY

***THIS FORM MUST BE ATTACHED WITH YOUR PAYMENT. PLEASE PUT A CHECK MARK BY YOUR REQUESTED ITEMS.**

Email Escrow@neighborhoodam.com to obtain any information or if you have questions

ESCROW FEE SCHEDULE

- | | | |
|--------------------------|---|----------------|
| ☐ | All Certification, Demand, and Questionnaire Forms
<i>To prevent delays, please submit your form with your request. Includes Owner Occupancy Report.</i> | \$200 per Form |
| ☐ | Document Package* w/ Minutes & Newsletters for the Previous 12 Months
<i>*CC&Rs, Bylaws, Articles of Incorporation, Annual Reports & Statements, Rules & Regulations, and Insurance Disclosure Form. Document packages are provided via email. There is an additional \$25.00 fee if hard copies are needed.</i> | \$300.00 |
| ☐ | Owner Occupancy Report <u>w/o</u> Certification, Demand, or Questionnaire Forms
<i>The basis for the preparation of this report is the list of mailing addresses that each unit has designated for the delivery of Association notices and documentation.</i> | \$50.00 |
| ☐ | Special Assessment Pay Off Request
<i>Note: Applicable Only to certain HOA's</i> | \$50.00 |
| ☐ | Appraisal Questionnaire (4 Questions at no cost)
<i>Note: Applicable Only to certain HOA's</i> | \$125.00 |
| ☐ | Rush Fees (Next Business Day) | \$150.00 |

PROCESSING & DELIVERY

STANDARD DELIVERY is 4-10 business days from the time that payment and all forms are received by our office.

RUSH DELIVERY is available at an additional cost of \$150, which must be paid in advance.

- Rush requests must be received by 2:00 p.m. along with full payment and all forms.
- Rush requests will be completed by 4:30 p.m. the following business day.

**SEE PAGE 2
FOR PAYMENT INSTRUCTIONS, DELIVERY OPTIONS, AND
FEES DUE AT CLOSING**

PAYMENT

- **Personal Checks are not accepted.**
- **Credit Card Payments are not accepted.**
- **ACCEPTED FORMS OF PAYMENT:**
 - Cashiers' Check
 - Money Order
 - Business Check
 - PayPal (<https://www.paypal.com/ncp/payment/C38GLDYW8K6U8>)
note a fee is applied with this service
- Make checks payable to *NAM Association Management, Inc.*
- **Payment is due before** any request can be processed.
- Payments/Requests should be mailed to the following:
 - Via Standard Mail – P.O. Box 10968, Pleasanton, CA 94588
- Physical Address – 4749 Bennett Drive, Suite B, Livermore, CA 94551*
- Business hours are 9:00 a.m. to 5:00 p.m., Monday through Friday (excluding holidays)
- **Demands include free updates within 30 days of the first demand being completed.**
- **After 31+ days, if an update is needed, there will be another charge of \$200.00**

DELIVERY OPTIONS

- Standard Mail – No additional cost.
- Fed-Ex – We can ship via your Fed-Ex account at no additional charge so long as you provide a shipping label including your account information and delivery address.
- Courier Pickup – Documents can be picked up at our Livermore office located at 4749 Bennett Drive, Suite B, Livermore, CA 94551 after you have received notification confirming that your request is complete.
- Via Email – No additional cost. **Please provide an email below:**

FEES DUE AT CLOSING

Transfer Fee	\$375.00
Refinance Fee	\$100.00

- Make checks payable to *NAM Association Management, Inc.*
- Mail checks to P.O. Box 10968, Pleasanton, CA 94588

Documents:	Payment by Check:	Payment by PayPal:
Demand/Questionnaire ONLY	\$200.00	\$207.50
Document Package ONLY	\$300.00	\$311.25
Full Resale Package	\$500.00	\$518.75
RUSH	\$150.00	\$155.65
Appraisal Questionnaire	\$125.00	\$129.65
Full Resale Package+RUSH	\$650.00	\$674.45
Demand + RUSH	\$350.00	\$363.25
Document package+ RUSH	\$450.00	\$466.90
SA Payoff Letter	\$50.00	\$52.90
SA Payoff Letter+ RUSH	\$200.00	\$207.50
Demand + SA Payoff Letter	\$250.00	\$259.45
Resale Pack + SA Payoff Letter	\$550.00	\$570.65
Resale Pack + SA Payoff Letter + RUSH	\$700.00	\$726.25

ARTICLES OF INCORPORATION
OF
MARIPOSA COURT HOMEOWNERS ASSOCIATION

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California
JUL 7 1978
MARCH FONG ELI, Secretary of State
By **BILL HOLDEN**
Deputy

ARTICLE I

The name of the corporation (hereinafter called the Association) is
MARIPOSA COURT HOMEOWNERS ASSOCIATION.

ARTICLE II

The Principal office for the transaction of the business of the Association
is located in Santa Clara County, State of California.

ARTICLE III

This Association is organized pursuant to the general non-profit corporation
law.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the
members thereof, and the specific primary purposes for which it is formed
are to provide for maintenance, preservation and architectural control of the
residence lots and common area within those certain tracts of land described
as follows:

That certain Map entitled "PARCEL MAP MARIPOSA COURT" as said Map is recorded
November 11, 1977 in Book 407, Page 34, Santa Clara County Records, and to
promote the health, safety and welfare of the residents within the above
described tracts of land and any additions thereto as may hereafter be brought
within the jurisdiction of this Association for this purpose.

In furtherance of said purposes this Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set
forth in that certain "Enabling Declaration Establishing a Plan of Condominium
Ownership" hereinafter called the "Declaration", applicable to the property
and recorded or to be recorded in the office of the Recorder of Santa Clara
County;

(b) Fix, levy, collect and enforce payments by lawful means, all charges
or assessments pursuant to the terms of the Declaration; to pay all expenses
in connection therewith, and all office and other expenses incidental to the
conduct of the business of the Association, including all licenses, taxes or
governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real property or personal property in connection with the affairs of the Association;

(d) Borrow money, and only with the assent (by vote or written consent of three-quarters (3/4) of the membership, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all of or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to be the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-quarters (3/4) of the membership, agreeing to such dedication, sell or transfer, including the consent and acceptance by the City of Mountain View.

(f) ~~Participants in mergers and consolidations with other not-profit~~ corporations organized for the same purposes or annex additional property and common area, provided that any merger, consolidation or such annexation shall have the assent by vote of three-quarters (3/4) of the membership or by written consent of all of the members; and

(g) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The authorized number of, if any, and qualifications of Members of the Association, the different classes of membership, if any, the Property, voting, and other rights and privileges of Members, and their liability to dues and assessments and the method of collection, shall be as set forth in the By-Laws.

ARTICLE VIIBOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who shall be members of the Association unless they represent the Declarant's membership in the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

- | | |
|----------------------|---------------------------------------|
| 1. Harvey D. Rodgers | 400 Eunice Avenue, Mountain View, CA. |
| 2. Lucille Rodgers | 400 Eunice Avenue, Mountain View, CA. |
| 3. Donald C. Marek | 25121 Tepa Way, Los Altos, Hills, CA. |

The term of office of each Director shall be one (1) year, and until his successor is elected. ~~At the first annual meeting the Members shall elect~~ three (3) Directors for a term of one (1) year. There shall be no limitation upon the number of consecutive terms to which a Director may be re-elected.

ARTICLE VIIIDISSOLUTION

Upon dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purpose.

ARTICLE IXDURATION

The Corporation shall exist perpetually.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary
of the MARIPOSA COURT HOMEOWNERS ASSOCIATION, a California
Non-Profit Corporation, and,

THAT the foregoing By-Laws constitute the original
By-Laws of said Association, as duly adopted at a meeting of
the Board of Directors thereof, held on the 20th day of
July, 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my
name this 20th day of July, 1978.

By Donald C. Marsh
Secretary.



CHICAGO TITLE COMPANY

HOA DEMAND REQUEST

Kim Robertson, Escrow Officer
Chicago Title Company
917 Alma St.
Palo Alto, CA 94301
Phone: (650)324-1984 Fax: (650)327-7918

Date: April 15, 2019
Escrow No.: FWPS-2989190271-KR
HOA Name: Mariposa Court HOA
Property: 620 Mariposa Avenue #4
Mountain View, CA 94041

The undersigned association or its agent advises that as of this date:

1. Association dues or fees are presently: \$ 300 per: month
and are now paid to: Mariposa HOA and next due May 1st 2019
2. Outstanding or delinquent fees or dues have now accrued in the amount of: \$ 0
covering the period: _____.
3. Late charge, if any, are: \$ N/A per: _____ after payment is:
_____ days late.
4. Transfer fee, if any, is: \$ _____.
Document fee, if any, is: \$ _____.
5. Blanket hazard insurance on the building, is with: Allstate Insurance
Insurance Company, Policy No.: 648648958 expiring: July 25, 2019
and agent is: Vogel & Associates whose address is: 199 1st St, Ste 328, Los Altos, CA94022

Agent's phone no.: 650-947-1600
Agent's email: _____
Members portion of premium is included in dues or fees stated above ☒ yes ☐ no
6. Hazard insurance on unit is carried separately by members on their units ☐ yes ☒ no
7. Additional requirements, other than as stated above, for transfer of membership are: _____

8. Any special assessments? NO
9. Any pending litigations? NO

At close of your escrow, advise us the name of new owner and the date of transfer of title.

IN WITNESS WHEREOF, the undersigned have executed this document on the date(s) set forth below.

Print Company Name

Signature

By: _____
Print Name

Its: _____
Print Title

Date

Address: _____

Phone: _____

Email: _____

620 Maniposa

Enabling Declaration

29 pgs

NOTICE:

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.1 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

29 pages
2-06-02
JB

NOTICE: THE TERMS OF THIS DOCUMENT ARE LEGALLY BINDING. READ IT CAREFULLY. THE REAL ESTATE BROKER IS QUALIFIED TO ADVISE ON REAL ESTATE MATTERS. IF YOU DESIRE LEGAL ADVICE, CONSULT YOUR ATTORNEY.

5937049

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ENABLING DECLARATION ESTABLISHING A PLAN OF

CONDOMINIUM OWNERSHIP

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Recorded at the request of
Los Angeles Title Insurance Corp.

FEB 27 1978 8:01AM

Preamble:

THIS DECLARATION made on the date hereinafter set forth, by HARVEY D. and LUCILLE RODGERS, hereinafter referred to as "Declarant," is made with reference to the following facts:

A. Declarant is the owner of a certain tract of land located in the City of Mountain View, County of Santa Clara, State of California, more particularly described in Exhibit "A" attached hereto and incorporated by reference herein.

B. Declarant has improved said property by constructing thereon one multifamily structure consisting of four (4) units and appurtenances and intends to establish a condominium under the provisions of the California Condominium Act, providing for separate title to each unit within said project, each unit to have an undivided interest in all of the remaining property.

C. The development shall be referred to as the "Project" as defined in Article I, paragraph 23, herein.

D. Declarant intends by this document to impose upon the property mutually beneficial restrictions under a general plan of improvement for the benefit of all of the said condominiums and the owners thereof.

E. Declarant hereby establishes by this Declaration a plan for the individual ownership of the real property estates, consisting of the area of space contained in each unit as well as the co-ownership by the individual owners, as tenants in common and as hereafter set forth, of all the remaining portions of the Project which is hereinafter defined and referred to as the "Common Area."

NOW, THEREFORE, Declarant hereby declares that the hereinafter described property shall be held, conveyed, mortgaged, encumbered, leased, rented, used, occupied, sold, and improved, subject to the following declarations, limitations, covenants, conditions, restrictions and easements, all of which are for the purpose of enhancing and protecting the value and attractiveness of the property, and the Project,

and every part thereof, in accordance with the plan for the improvement of the property and the division thereof into condominiums. All of the limitations, covenants, conditions, restrictions and easements shall constitute covenants which shall run with the land and shall be binding upon Declarant and its successors and assigns, and all parties having or acquiring any right, title or interest in or to any part of the property or the Project.

ARTICLE I

DEFINITIONS

1. "Articles" shall mean and refer to the Articles of Incorporation of the Association as amended from time to time.
2. "Assessment" shall mean that portion of the cost of maintaining, improving, repairing, operating and managing the property which is to be paid by each unit owner as determined by the Association.
3. "Association" shall mean and refer to the MARIPOSA COURT HOMEOWNERS ASSOCIATION, INC., a California nonprofit corporation, the members of which shall be the owners of condominiums in the project.
4. "Board" or "Board of Directors" shall mean and refer to the governing body of the Association.
5. "By-Laws" shall mean and refer to the By-Laws of the Association as amended from time to time.
6. "Common-Area" shall mean and refer to those portions of the property, to which title is held by all of the owners in common, and excepting the individual condominium units. The common area includes, without limitation: land; parking and driveway areas; garage area; stairs; storage areas; bearing walls, columns, girders, subfloors, unfinished floors, roofs, and foundations; tanks, pumps, motors, ducts, flues and chimneys; conduits, pipes, plumbing, wires, and other utility installations (except the outlets thereof when located within the unit). Required to provide power, light, telephone, gas, water, sewerage, drainage, sprinklers, sprinkler pipes, and sprinkler heads which protrude into the airspace of a condominium unit; central television antenna.
7. "Common Expenses" means and includes the actual and estimated expenson of operating the property and any reasonable reserve

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for such purposes as found and determined by the Board and all sums designated common expenses by or pursuant to the condominium documents.

8. "Common Interest" means the proportionate undivided interest in the common area which is appurtenant to each unit as set forth in Article II, Section 2(b) of this Declaration.

9. "Condominium" shall mean an estate in real property as defined in California Civil Code § 783, consisting of title to a unit and an undivided interest in a common area. The ownership of each condominium shall include the ownership of a unit. Each unit shall be a separate freehold estate consisting of the space described and defined in Article II, Paragraph 2A. Each unit includes the portions of the structure so described and the airspace so encompassed.

10. "Condominium Building" shall mean a residential structure containing condominium units.

11. "Condominium Documents" means and includes this Declaration as it may be amended from time to time, the exhibits, if any, attached thereto, the Articles, the Bylaws of the Association, and the rules and regulations for the members as established from time to time.

12. "Condominium Plan" shall mean and refer to the recorded diagrammatic floor plan of the units built or to be built on the property which identifies each unit and shows its dimensions pursuant to Civil Code § 1351, recorded November 8, 1977, at the office of the Santa Clara County Recorder, California.

13. "Declarant" shall mean and refer to HARVEY D. and LUCILLE RODGERS, the owners herein and their successors and assigns.

14. "Declaration" shall mean and refer to this enabling Declaration.

15. "Institutional Lender" shall mean any bank, savings and loan association, insurance company, or other financial institution holding a recorded first mortgage on any unit.

16. "Map" shall mean and refer to that subdivision map entitled "Parcel Map - Mariposa Court," recorded November 11, 1977, in Book 407 at Page 34 in the official records of Santa Clara County.

17. "Member" shall mean and refer to a person entitled to membership in the Association as provided herein.

18. "Mortgage" shall include a deed of trust as well as a mortgage.

19. "Mortgagee" shall include a beneficiary or a holder of a deed of trust as well as a mortgagee.

20. "Mortgagor" shall include the trustor of a deed of trust as well as a mortgagor.

21. "Owner" or "Owners" shall mean and refer to the record holder or holders of title, if more than one, of a condominium in the Project. This shall include any person having a fee simple title to any unit and shall include contract sellers, but shall exclude persons or entities having any interest merely as security for the performance of an obligation. (If a unit is sold under a recorded contract of sale to a purchaser who resides in the unit, the resident purchaser, rather than the fee owner, shall be considered the "Owner" as long as he resides in the unit as a contract purchaser).

22. "Person" means a natural person, a corporation, a partnership, a trustee, or other legal entity.

23. "Project" shall mean and refer to the entire real property above described including all structures and improvements erected or to be erected thereon.

24. "Property" or "Properties" means and includes the real property above described and all improvements erected thereon and all property, real, personal or mixed intended for or used in connection with the condominium.

25. "Restricted Common Area" shall mean and refer to those portions of the common area, if any, set aside for exclusive use of a unit owner or owners, pursuant to Article II, Paragraph 2C.

26. "Unit" shall mean and refer to the elements of the condominium, as defined in Article II, Paragraph 2A, which are not owned in common with the owners of other condominiums in the Project.

27. "Unit designation" means the number, letter, or combination thereof or other official designations shown on the Condominium Plan.

28. Singular and Plural: The singular and plural number and masculine, feminine and neuter gender shall each include the other where the context requires.

ARTICLE II

DESCRIPTION OF PROJECT, DIVISION OF PROPERTY, AND CREATION OF PROPERTY RIGHTS

1. Description of Project: The Project consists of the underlying real property with condominium units and all other improvements located thereon. Declarant has constructed upon the premises one multifamily building which is two stories in height, divided into a total of four (4) units. In addition, the Project has garages and the usual appurtenances and other facilities. Reference is made to the plans referred to in the Condominium plan.

2. Division of Property: The property is hereby divided into the following separate freehold estates:

a. Dwelling Units: Each of the Units as separately shown, numbered and designated in the Condominium Plan, consists of the space bounded by and contained within the interior unfinished surfaces of the perimeter walls, floors, ceilings, windows, and doors of each Unit, each of such spaces being defined and referred to herein as a "Unit". Each Unit includes both the portions of the building so described and the airspace so encompassed. The Unit does not include those areas and those things which are defined as "Common Area" in Article I, Paragraph 6. Each unit is subject to such encroachments as are contained in the building, whether the same now exist or may be later caused or created in any manner referred to in Article VIII, Paragraph 6. In interpreting deeds and plans, the then existing physical boundaries of a Unit, whether in its original state or reconstructed in substantial accordance with the original plans thereof shall be conclusively presumed to be its boundaries rather than the boundaries expressed in the deed or plan, regardless of settling or lateral movement of the building and regardless of minor variance between boundaries shown on the plan or deed, and those of the building.

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b. Common Areas: The remaining portion of the property, referred to herein as "Common Area" or "Common Areas," shall include without limitation, all of the elements set forth in Article I, Paragraph 6. Each Unit owner shall have, as appurtenant to his Unit, a 1/4th undivided interest in the common areas. The ownership of each condominium shall include a Unit and such undivided interest in the Common Area. The common interest appurtenant to each Unit is declared to be permanent in character and cannot be altered without the consent of all the unit owners, as expressed in an amended declaration. Such common interest cannot be separated from the Unit to which it is appurtenant. Each unit owner may use the Common Areas in accordance with the purposes for which they are intended without hindering the exercise of or encroaching upon the rights of any other unit owners.

c. Restricted Common Areas: Portions of the Common Area referred to as "Restricted Common Areas" are hereby set aside and allocated for the exclusive use of the owner of each unit. Said Restricted Common Areas shall consist of the exclusive easement to use, for vehicle parking purposes, the garage space specifically designated on the Condominium Plan as appurtenant to each respective Unit (designated G-1, G-2, G-3, and G-4) and the exclusive easement to use the private patio area as specifically designated on the Condominium Plan as appurtenant to each respective Unit (designated P-1, P-2, P-3, and P-4).

d. No Separate Conveyance of Undivided Interests: The foregoing undivided interests are hereby established and are to be conveyed with the respective units as indicated above, cannot be changed, except as herein set forth, and Declarant, its successors, assigns and grantees covenant and agree that the undivided interests in the common areas and the fee title to the respective units conveyed therewith, shall not be separated or separately conveyed, and each such undivided interest shall be deemed to be conveyed or encumbered with its respective unit even though the description in the instrument of conveyance or encumbrance may refer only to the fee title to the unit.

1. Partition Prohibited: The Common Areas shall remain undivided as set forth above. Except as provided by

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California Code of Civil Procedure § 752b, and California Civil Code § 1354, no owner shall bring any action for partition, it being agreed that this restriction is necessary in order to preserve the rights of the owners with respect to the operation and management of the Project. Judicial partition by sale of a single unit owned by two or more persons and division of the sale proceeds is not prohibited hereby, but partition of title to a single unit is prohibited.

ARTICLE III

ASSOCIATION, ADMINISTRATION, MEMBERSHIP AND
VOTING RIGHTS

1. Association to Manage Common Areas: The management of the Common Area shall be vested in the Association in accordance with its Bylaws. The owner of all the condominiums covenant and agree that the administration of the project shall be in accordance with the provisions of this Declaration, the Articles, and Bylaws of the Association.

2. Membership: The owner of a Unit shall automatically, upon becoming the owner of same, be a member of the Association, and shall remain a member thereof until such time as his ownership ceases for any reason, at which time his membership in the Association shall automatically cease. Membership shall be in accordance with the Articles and Bylaws of the Association.

3. Transferred Membership: Membership in the Association shall not be transferred, pledged, or alienated in any way, except upon the sale or encumbrance of the unit to which it is appurtenant, and then only to the purchaser, in the case of a sale, or mortgagee, in the case of an encumbrance of such unit. A mortgagee does not have membership rights until he becomes an owner by foreclosure or deed in lieu thereof. Any attempt to make a prohibited transfer is void. In the event the owner of any unit should fail or refuse to transfer the membership registered in his name to the purchaser of his unit, the Association shall have the right to record the transfer upon its books and thereupon the old membership, outstanding in the name of the seller shall be null and void.

4. Membership Classes and Voting Rights: The Association shall have two (2) classes of voting membership:
Class A. Class A members shall be all Owners with the exception of the Declarant (as defined in the Declaration). Each Unit shall be entitled to one vote. When

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more than one person holds an interest in any Unit, all such persons shall be members. The vote for such Unit shall be exercised as they among themselves determine, but in no event shall more votes than a Unit is entitled to be cast with respect to any Unit.

Class B. Class B member(s) shall be the Declarant and shall be entitled to vote as follows: voting shall be the same as for Class A memberships, except that Class B members may triple their votes for each Unit owned. The Class B membership shall cease and be converted to Class A membership on the happening of either of the following event, whichever occurs earlier:

- (a) When the total votes outstanding in the Class A membership equal the total outstanding votes (tripled as stated above) in the Class B membership; or
- (b) Two years from the date of the issuance of the most recent Public Report for the project.
- (c) On July 31, 1979.

ARTICLE IV

MAINTENANCE AND ASSESSMENTS

1. Creation of the Lien and Personal Obligation of Assessments: The Declarant, for each Unit owned within the Project, hereby covenants, and each Owner of any Unit by acceptance of a deed therefor, whether or not it shall be so expressed in such deed, it deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided. The annual and special assessments, together with interest, costs, and reasonable attorneys' fees, shall be a charge on the Condominium and shall be a continuing lien upon the Condominium against which each such assessment is made, the lien to become effective upon recordation of a notice of assessment. Each such assessment, together with interest, costs, and reasonable attorneys' fees, shall also be the personal obligation of the person who was the Owner of such Condominium at the time when the assessment fell due. No Owner of a Condominium may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the Common Areas or by the abandonment of his Condominium.

2. Purpose of Assessments: The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of all the residents in the entire Project and for the improvement and maintenance of the Common Areas for the common good of the Project.

3. Maximum Annual Assessment: Until January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment shall be \$746.40 per unit.

a. From and after January 1 of the year immediately following the conveyance of the first Unit to an Owner, the maximum annual assessment may be increased each year by not more than twenty percent (20%) above the maximum assessment for the previous year without a vote of the membership.

b. The Board may not, without the vote or written consent of a majority of the eligible voting members of each class of membership, impose a regular annual assessment which is more than twenty (20%) percent greater than the regular annual assessment for the immediately preceding fiscal year.

c. The Board of Directors may fix the annual assessment at an amount not in excess of the maximum. The annual assessment may not be decreased, either by the Board or by the members, by more than ten percent (10%) without the approval of fifty-one percent (51%) of each class of Members. The failure of the Board of Directors to act in setting the assessment shall not exempt any owner from assessment, but rather the previous year assessment shall continue in full force.

4. Special Assessments: In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto. In any fiscal year the Board may not, without the vote or written assent of a majority of each class of members levy special assessments to defray the cost of any action or undertaking on behalf of the Association which in the aggregate exceeds five percent (5%) of the budget and gross expenses of the Association for that fiscal year. Special assessments shall be levied on the same basis as regular assessments.

5. Notice and Quorum for any Action Authorized Under Article IV, Paragraphs 3, 4. Any action authorized

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under Article IV, Paragraphs 3, 4 shall be taken at a meeting called for that purpose, written notice of which shall be personally delivered or mailed to all Members not less than thirty (30) nor more than sixty (60) days in advance of the meeting. If the proposed action is favored by a majority vote of the members present at such meeting, but such vote is less than the requisite fifty-one percent (51%) of each class of Members, Members who were not present in person or by proxy may give their assent in writing, provided the same is obtained by the appropriate officers of the Association not later than thirty (30) days from the date of such meeting.

6. Division of Assessments: All assessments, both annual and special, shall be charged to and divided among the unit owners equally. Assessments may be collected on a monthly basis.

7. Date of Commencement of Annual Assessment:
Due Dates: The regular assessments provided for herein shall commence as to all Units covered by this Declaration on the first day of the month following the closing of the first sale of a Condominium to an individual Owner. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. Subject to the provisions of Article IV, Paragraph 3, hereof, the Board of Directors shall determine and fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, and for a reasonable charge, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid, such a Certificate shall be conclusive evidence of such payment.

8. Effect of Nonpayment of Assessments: Any assessment not paid within thirty (30) days after the due date shall bear interest at the rate of ten percent (10%) per annum from the due date until paid.

9. Transfer of Unit by Sale or Foreclosure: Sale or transfer of any Unit shall not affect the assessment lien. However, the sale or transfer of any Unit pursuant to mortgage foreclosure shall extinguish the lien of such

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assessments as to payments which become due prior to such sale or transfer. No sale or transfer shall relieve such Unit from liability for any assessments thereafter becoming due or from the lien thereof.

10. Priorities; Enforcement; Remedies: When a notice of assessment has been recorded, such assessment shall constitute a lien on each respective Condominium prior and superior to all other liens except (1) all taxes, bonds, assessments and other levies which, by law, would be superior thereto, and (2) the lien or charge of any first mortgage of record (meaning any recorded mortgage or deed of trust with first priority over other mortgages or deed of trust made in good faith and for value).

Such lien, when delinquent, may be enforced by sale by the Association, its attorney or other person authorized to make the sale, after failure of the Owner to pay such assessment in accordance with the provisions of §§ 2924-2024h of the California Civil Code, applicable to the exercise of powers of sale in mortgages and deeds of trust, or in any other manner permitted by law.

The Association, acting on behalf of the Condominium Owners, shall have the power to bid for the Condominium at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses, rent and attorneys' fees shall be maintainable without foreclosing or waiving the lien securing the same.

The Board may suspend the voting rights and right to use the recreational facilities of a Member who is in default in payment of any assessment, as provided in the Bylaws.

11. Unallocated Taxes: In the event that any taxes are assessed against the Common Area, or the personal property of the Association, rather than against the Units, said taxes shall be included in the assessments made under the provisions of Article IV, Paragraph 1, and, if necessary, a special assessment may be levied against the Units in an amount equal to said taxes, to be paid in two installments, thirty (30) days prior to the due date of each tax installment.

12. Exemption From Assessments: All property dedicated to, and accepted by, a local public authority or public agency, and all property owned by a charitable or nonprofit organization exempt from taxation by the laws of the State of California, shall be exempt from the assessments created herein. However, no land or improvements devoted to dwelling use shall be exempt from said assessments.

ARTICLE V

DUTIES AND POWERS OF THE ASSOCIATION

1. Duties: In addition to the duties enumerated in its By-Laws, or elsewhere provided for in this Declaration, and without limiting the generality thereof, the Association shall perform the following duties:

a. Maintenance: The Association shall maintain, repair, replace, restore, operate and manage all of the Common Area and all facilities, improvements, furnishings, equipment and landscaping thereon, including landscaping between the street curb face and the front boundary line of the Property, and all property that may be acquired by the Association. Maintenance shall include (without limitation): Painting, maintaining, repairing and replacing of all Common Areas, exterior glass surfaces, landscaping (except for private patio areas which are to be maintained by owners as per Article VIII, Paragraph 8) balconies, parking areas and recreational facilities. The responsibility of the Association for maintenance and repair shall not extend to repairs or replacements arising out of or caused by the willful or negligent act or neglect of an owner, or his guests, tenants or invitees, the cost of which is not covered by insurance. The repair or replacement of a Condominium Unit exterior resulting from such excluded items shall be the responsibility of such owner; provided, however, that if an owner shall fail to make the repairs or replacements which are the responsibility of such owner, as provided above, then - upon a vote of a majority of the Board of Directors, and after not less than thirty (30) days notice to the Owner, the Association shall have the right (but not the obligation) to enter the Condominium and make such repairs or replacement, and the cost thereof shall be added to the assessments chargeable to such Condominium and shall be payable to the Association by the Owner of such Condominium.

b. Insurance: The Association shall maintain such policy or policies of insurance as are required by Article VIII, Section 10 of this Declaration.

c. Discharge of Liens: The Association shall discharge by payment, if necessary, any lien against the Common Area, and assess the cost thereof to the Member or Members responsible for the existence of said lien.

d. Assessments: The Association shall fix, levy, collect and enforce assessments as set forth in Article IV hereof.

e. Payment of Expenses: The Association shall pay all expenses and obligations incurred by the Association in the conduct of its business including, without limitation, all licenses, taxes or governmental charges levied or imposed against the property of the Association.

f. Enforcement: The Association shall enforce this Declaration.

2. Powers: In addition to the powers enumerated in its (Articles of Incorporation and) By-Laws, or elsewhere provided for herein, and without limiting the generality thereof, the Association shall have the following powers:

a. Utility Service: The Association shall have the authority to obtain, for the benefit of all of the Condominiums, all water, gas and electric service and refuse collection, and janitorial or window cleaning service.

b. Easements: The Association shall have authority to grant easements where necessary for utilities and sewer facilities over the Common Area to serve the common and open space areas and the Condominium Units.

c. Manager: The Association shall have the authority to employ a manager or other persons and to contract with independent contractors or managing agents to perform all or any part of the duties and responsibilities of the Association, provided that any contract with a firm or person appointed as a manager or managing agent shall not exceed a one (1) year term, shall provide for the right of the Association to terminate the same at the first annual meeting of the Members of the Association, and to terminate the same for cause on thirty (30) days' written notice.

d. Adoption of Rules: The Association may adopt reasonable rules not inconsistent with this Declaration relating to the use of the Common Area and all facilities thereon, and the conduct of Owners and their tenants and guests with respect to the property and other Owners.

e. Access: For the purpose of performing the maintenance authorized herein or for any other purpose reasonably related to the performance by the Association or the Board of Directors of their respective responsibilities, the Association's agents or employees shall have the right, after reasonable notice to the Owner thereof, to enter any Unit or to enter any portion of the Common Area at reasonable hours. Reasonable notice shall be not less than 24 hours notice.

f. Assessments, Liens and Fines: The Association shall have the power to levy and collect assessments in accordance with the provisions of Article IV hereof. The Association may impose fines or take disciplinary action against any Owner for failure to pay assessments or for violation of any provision of the Condominium Documents. Penalties may include but are not limited to: fines, temporary suspension of voting rights, (rights to the use of recreational facilities) or other appropriate discipline, provided that the accused Member is given notice and the opportunity to be heard with respect to the alleged violations before a decision to impose discipline is made.

g. Enforcement: The Association shall have the authority to enforce this Declaration as per Article VIII hereof.

h. Acquisition of Property: The Association shall have the power to acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association.

i. Loans: The Association shall have the power to borrow money, and only with the assent (by vote or written consent) of three-fourths (3/4) of each class of Members, to mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred.

j. Dedication: The Association shall have the power to dedicate, sell or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument has been signed by three-fourths (3/4) of each class of Members, agreeing to such dedication, sale or transfer.

k. Contracts: The Association shall have the power to contract for goods and/or services for the Common Area(s), facilities and interests or for the Association, subject to limitations elsewhere set forth in the Condominium Documents.

l. Delegation: The Association shall have the power to delegate its authority and powers to committees, officers or employees of the Association.

m. Use of Recreational Facilities: The Association shall have the power to limit the number of an Owner's guests who may use the recreational facilities.

ARTICLE VI

UTILITIES

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1. Owners' Rights and Duties: The rights and duties of the Owners of Condominiums within the Project with respect to sanitary sewer, water, electricity, gas and telephone lines and facilities, and heating and air-conditioning facilities shall be as follows:

a. Whenever sanitary sewer, water, electricity, gas, television receiving, telephone lines or connections, heating or air-conditioning conduits, ducts, or flues are installed within the Property, which connections, or any portion thereof lie in or upon Condominiums owned by other than the Owner or a Condominium served by said connections, the Owners of any Condominium served by said connections shall have the right, and are hereby granted an easement to the full extent necessary therefor, to enter upon the Condominiums or to have the utility companies enter upon the Condominiums in or upon which said connections, or any portion thereof, lie, to repair, replace and generally maintain said connections as and when necessary.

b. Whenever sanitary sewer, water, electricity, gas, or telephone lines or connections, heating or air-conditioning conduits, ducts, or flues are installed within the Property which connections serve more than one Condominium, the Owner of each Condominium served by said connection shall be entitled to the full use and enjoyment of such portions of said connections as service his Condominium.

c. In the event of a dispute between Owners with respect to the repair or rebuilding of said connections, or with respect to the sharing of the cost thereof, then, upon written request of one of such Owners addressed to the Association, the matter shall be submitted to the Board of Directors who shall decide the dispute, and the decision of the Board shall be final and conclusive on the parties.

2. Easements for Utilities and Maintenance:

Easements over and under the Property for the installation, repair, and maintenance of electric, telephone, water, gas, and sanitary sewer lines and facilities, cable or master television antenna lines, drainage facilities, walkways, and landscaping as shown on the recorded map of the Property, and as may be hereafter required or needed to service the Property, are hereby reserved by Declarant and its successors and assigns, including the Association, together with the right to grant and transfer the same.

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3. Association's Duties: The Association shall maintain all utility installations located in the Common Area except for those installations maintained by utility companies, public, private, or municipal. The Association shall pay all charges for utilities supplied to the Project except those metered or charged separately to the Units.

ARTICLE VII

USE RESTRICTIONS

In addition to all of the covenants contained herein, the use of the Property and each Condominium therein is subject to the following:

1. Condominium Use: No Condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and social guests, and no trade or business shall be conducted therein, except that Declarant, its successors or assigns, may use any Unit or Units in the Project owned by Declarant for a model home site or sites and display and sales office until the last Unit is sold or until July 31, 1979, whichever event occurs first. Residents shall be limited to no more than four (4) persons in any unit.

2. Nuisances: No noxious, illegal, or offensive activities shall be carried on upon any Condominium, or in any part of the Property, nor shall anything be done thereon which may be or may become an annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be cancelled or to cause a refusal to renew the same, or which will impair the structural integrity of any building.

3. Vehicle Restrictions: No trailer, camper, mobile home, commercial vehicle, truck (other than standard size pickup truck), inoperable automobile, boat or similar equipment shall be permitted to remain upon any area within the Property, other than temporarily, unless placed or maintained within an enclosed garage or carport. Commercial vehicles shall not include sedans or standard size pickup trucks which are used both for business and personal use, provided that any signs or markings of a commercial nature

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on such vehicles shall be unobtrusive and inoffensive as determined by the Board. No noisy or smoky vehicles shall be operated on the property. No off-road unlicensed motor vehicles shall be operated upon the Property.

4. Signs: No signs shall be displayed to the public view on any Units or on any portion of the Property except such signs as are approved by the Board or committee appointed by the Board. "For Sale" or "For Rent" signs shall be allowed provided they do not exceed three (3) square feet in size.

5. Animals: No animals, or birds of any kind shall be raised, bred, or kept in any Condominium, or on any portion of the Property, except that no more than one (1) usual and ordinary household pet such as dogs, cats, and birds, may be kept, provided that they are not kept, bred, or maintained for any commercial purposes, and they are kept under reasonable control at all times. Notwithstanding the foregoing, no pets may be kept on the Property which result in an annoyance or are obnoxious to other Unit Owners. No pets shall be allowed in the Common Area except as may be permitted by rules of the Board. No dog shall enter the Common Area except while on a leash which is held by a person capable of controlling it. No dog whose barking disturbs other Owners shall be permitted to remain on the Property. Owners shall prevent their pets from soiling all portions of the Common Area where other persons customarily walk.

6. Garbage and Refuse Disposal: All rubbish, trash and garbage shall be regularly removed from the Property, and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such materials shall be kept in a clean and sanitary condition. All equipment, garbage cans, woodpiles, or storage piles shall be kept screened and concealed from view of other Units, street and Common Areas.

7. Radio and Television Antennas: No alteration to or modification of a central radio and/or television antenna system or cable television system, whichever is applicable, shall be permitted, and no Owner may be permitted to construct and/or use and operate his own external radio and/or television antenna without the consent of the Board.

8. Right to Lease: The respective Condominiums shall not be rented by the Owners thereof for transient or hotel purposes, which shall be defined as (a) rental for any period less than thirty (30) days, or (b) any rental if the occupants of the Unit are provided customary hotel service such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service. Subject to the foregoing restrictions, the Owners of the respective Condominiums shall have the absolute right to lease same provided that the lease is made subject to the covenants, conditions, restrictions, limitations and uses contained in this Declaration and the Bylaws.

9. No Construction: No building, fence, wall, obstruction, balcony, screen, patio, patio cover, tent, awning, carport, carport cover, improvement, or structure of any kind shall be commenced, erected, painted or maintained upon the property, nor shall any alteration or improvement of any kind be made thereto until the same has been approved in writing by the Board, and with respect to exterior structures and architectural changes which alter building appearance, by the City of Mountain View, in accordance with a definitive master plan for such improvements on file and approved by City. Plans and specifications showing the nature, kind, shape, color, size, materials and location of such improvements, alterations, etc., shall be submitted to the Board or to the architectural control committee, and to the City of Mountain View for approval as to quality of workmanship and design and harmony of external design with existing structures, topography, and finish grade elevation. No permission or approval shall be required to repaint in accordance with a color scheme previously approved by the Board or the Committee, and the City of Mountain View, or to rebuild in accordance with plans and specifications previously approved by the Board or by the Committee, and by the City of Mountain View. No landscaping of patios or yards visible from the street or from the common area not involving the use of natural plants, grass, trees, or shrubs, and which does involve the use of synthetic materials, or of concrete, rock or similar materials, shall be undertaken by any owner until plans and specifications showing the nature, kind, shape, and location of the materials shall have been submitted to and approved in writing by the Board or by an architectural control committee appointed by the Board.

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The architectural control committee shall consist of not less than three (3) nor more than five (5) members. Declarant may appoint all of the original members of the committee and all replacements until the first anniversary of the issuance of a public report for the project. The Declarant reserves to itself the power to appoint a majority of the members to the committee until ninety percent (90%) of all the lots in the project have been sold or until the fifth anniversary of the issuance of the final public report for the project, whichever occurs first. After one (1) year from the date of the sale of the first unit, the Board shall have the power to appoint one (1) member to the architectural control committee until ninety percent (90%) of all the units in the project have been sold or until the fifth anniversary date of the issuance of the final public report for the project, whichever first occurs. Thereafter, the Board shall have the power to appoint all of the members of the architectural control committee. Members appointed to the architectural control committee by the Board shall be from the membership of the Association. Members appointed to the architectural control committee by the Declarant need not be members of the Association. A majority of the architectural control committee may designate a representative to act for it. In the event of death or resignation of any member of the committee, the successor shall be appointed by the person, entity or group which appointed such member until Declarant no longer has the right to appoint any members to the committee, and thereafter the remaining members of the committee shall have full authority to designate such a successor. Neither the members of the committee nor its designated representatives shall be entitled to any compensation for services performed pursuant hereto. At any time after the Declarant's right to appoint a majority of the members of the committee is terminated, the then record owners of a majority of the units shall have the power, through a duly recorded written instrument, to change the membership of the committee or to change any of its powers and duties. In the event the committee fails to approve or disapprove plans and specifications within thirty (30) days after the same have been submitted to it, approval will not be required and the related covenants shall be deemed to have been fully complied with.

10. Liability of Owners for Damage to Common Areas:

The Owner of each Unit shall be liable to the Association for all damages to the Common Area or improvements thereon caused by such Owner or any occupant of his Unit or guest, except for that portion of said damage, if any, fully covered by insurance.

ARTICLE VIII

GENERAL PROVISIONS

1. Enforcement: The Association, or any Owner, shall have the right to enforce, by any proceedings at law or in equity, all restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration, and in such action shall be entitled to recover reasonable attorneys' fees as are ordered by Court. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

2. Invalidity of any Provision: Should any provision or portion hereof be declared invalid or in conflict with any law of the jurisdiction where this Project is situated, the validity of all other provisions and portions hereof shall remain unaffected and in full force and effect.

3. Term: The covenants and restrictions of this Declaration shall run with and bind the Property, and shall inure to the benefit of and shall be enforceable by the Association or the Owner of any Property subject to this Declaration, their respective legal representatives, heirs, successors and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time they shall be automatically extended for successive period of ten (10) years, unless an instrument in writing, signed by a majority of the then Owners of the Condominiums, has been recorded within the year preceding the beginning of each successive period of ten (10) years, agreeing to terminate the same.

4. Amendments: Prior to conversion of Class B membership to Class A membership, this Declaration may be amended only by the vote or written assent of sixty percent (60%) of the eligible voting members of each class of membership.

Subsequent to conversion of Class B memberships to Class A memberships, this Declaration may be amended only by the vote or written assent of sixty percent (60%) of the Class A members other than votes residing in the Declarant and 51% majority of the total voting power of the Association.

Any amendment must be recorded and shall become effective upon being recorded in the Recorder's Office of Santa Clara County, California.

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No amendment to Article IV, Sections 1 and 23 as it may relate to the maintenance of the Common Area, or the payment of taxes for the Common Area, or the Association's right to levy taxes and maintenance assessments in connection with the Common Area, and Article V, Section 1a, Article VII, Section 9 or to this Article may be made or recorded without the consent of the City of Mountain View.

5. Encroachment Easements: Each Condominium within the Property is hereby declared to have an easement over all adjoining Condominiums and the Common Area for the purpose of accommodating any encroachment due to engineering errors, errors in original construction, settlement or shifting of the building, or any other cause. There shall be valid easements for the maintenance of said encroachments as long as they shall exist, and the rights and obligations of Owners shall not be altered in any way by said encroachment, settlement or shifting; provided, however, that in no event shall a valid easement for encroachment be created in favor of an Owner or Owners if said encroachment occurred due to the willful misconduct of said Owner or Owners. In the event a structure is partially or totally destroyed, and then repaired or rebuilt, the Owners of each Condominium agree that minor encroachments over adjoining Condominiums or Common Area shall be permitted and that there shall be valid easements for the maintenance of said encroachments so long as they shall exist.

6. Mortgage Protection Clause: No breach of any of the covenants, conditions and restrictions herein contained, nor the enforcement of any lien provisions herein, shall render invalid the lien of any first mortgage (meaning a mortgage with first priority over any other mortgage) on any Unit made in good faith and for value, but all of said covenants, conditions and restrictions shall be binding upon and effective against any Owner whose title is derived through foreclosure or trustee's sale, or otherwise.

All institutional lenders that have filed with the Association a request for notice of any proposed change in the Condominium Documents, shall be entitled to receive written notice from the Association thirty (30) days prior to the effective date of any change therein.

All institutional lenders that have filed with the Association a request for notice of default, shall be entitled to receive written notice from the Association of any default by the trustee of any deed of trust on a Unit (the beneficial interest in which is held by said, institutional lender) in the performance of such trustee's obligations under the Declaration, which is not cured within thirty (30) days.

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The Association shall discharge its obligation to notify institutional lenders by sending written notices required herein to the lender or lenders requesting notice, at the address given on the current request for notice, in the manner prescribed by Article VIII.

The Condominium Documents contain no provisions creating a "right of first refusal," but should any such rights be created in the future, any institutional lender coming into the possession of a Unit pursuant to the remedies provided in a deed of trust, or foreclosure or deed in lieu of foreclosure, shall be exempt from any such right of first refusal.

7. Owner's Right and Obligation to Maintain and Repair: Except for those portions of the Project which the Association is required to maintain and repair, each Unit Owner shall, at his sole cost and expense, maintain and repair his Unit (and shall maintain the landscaping within the private patio area appurtenant thereto which is part of the Restricted Common Area).

8. Entry for Repairs: The Board or its agents may enter any Unit when necessary, after reasonable notice to the Owner, in connection with any maintenance, landscaping or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owner as practicable and any damage caused thereby shall be repaired by the Board at the expense of the Association. Reasonable notice shall not be less than twenty-four (24) hours notice.

9. Insurance; Damage or Destruction: In the event of damage to or destruction of any Unit, the Owner shall reconstruct the same as soon as reasonably practicable, and substantially in accord with the original plans and specifications therefor.

The Association shall obtain and continue in effect, a master policy of insurance (covering real property and improvements, and personal property owned by the Association) and liability insurance (including fire for full extended coverage, vandalism, malicious mischief, public liability, fidelity bond coverings officers and employees, glass coverage, boiler and machinery coverage, and, if necessary workmen's compensation coverage) in form and amounts satisfactory to the Board and to mortgagees holding first mortgages covering Condominiums but without prejudice to the right of the Owner of a Condominium to obtain individual Condominium insurance.

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Insurance premiums for the master policy shall be a common expense to be included in the monthly assessments levied by the Association, and the portion of such payments necessary for the insurance premiums shall be held in a separate account of the Association and shall be used solely for the payment of the master insurance policy premiums as such premiums become due.

If any of the Project improvements are damaged by fire or other casualty, insurance proceeds payable to the Association shall be used to rebuild or repair such damage substantially in accordance with the original plans and specifications therefor. Custom-built items added by Owners to their Unit shall be rebuilt or replaced at the expense of Owners or their insurers. Any excess insurance proceeds shall be deposited to the general funds of the Association. In the event the proceeds of the Association's insurance policy are insufficient to rebuild or repair a Unit or Units, and the Owner or Owners of said Unit or Units do not have sufficient funds, whether insurance proceeds or personal funds, to rebuild and restore said Unit or Units, then the Association may use funds from its account or if necessary from levying a special assessment on all Unit Owners (provided such special assessment is approved by the vote or written assent of the majority of members of each class of membership) to restore or rebuild said Unit or Units.

In the event the property subject to this Declaration is totally or substantially damaged or destroyed institutional lenders shall receive timely notice thereof. The repair, reconstruction or disposition of the property and insurance proceeds shall be as provided by an agreement approved by more than fifty-one percent (51%) of the votes as such voting interests are established in this Declaration.

In addition to the master liability policy which the Association shall carry, each Unit Owner shall carry personal liability insurance covering damage to property or injury to person of others within the Project resulting from negligence of the Owner or his agents, in amount not less than \$100,000.00 for each occurrence.

All property and liability insurance carried by the Association or the Owners shall contain a cross liability endorsement and waiver of subrogation as to the Association, officers and directors, and any members, their guests, agents and employees.

10. Condemnation: In the event of any taking of any Unit in the Project by eminent domain, the Owner of such Unit shall be entitled to receive the award for such taking and after acceptance thereof he and his mortgagee shall be divested of all interest in the Project if such Owner shall vacate his Unit as a result of such taking. A majority of

the remaining Owners shall decide by written vote whether to rebuild or repair the Project, or take other action. The Owners shall rebuild the Project unless they elect not to rebuild the Project by a Seventy-five percent (75%) vote. The remaining portion of the Project shall be resurveyed, if necessary, and the Declaration shall be amended to reflect such taking and to readjust proportionately the percentages of undivided interest of the remaining Owners in the Project. In the event of a taking by eminent domain of more than one unit at the same time, the Association shall participate in the negotiations, and shall propose the method of division of the proceeds of condemnation, where Units are not valued separately by the condemning authority or by the Court. In the event of in-lieu condemnation, any award received shall be allocated fairly and proportionately among the Owners of Units involved. The Association should give careful consideration to the allocation of percentage interests in the Common Area in determining how to divide lump sum proceeds of condemnation. In the event any Unit Owner disagrees with the proposed allocation, he may have the matter submitted to arbitration under the rules of the American Arbitration Association. In the event of eminent domain proceedings against the Project or any portion thereof, Institutional Lenders shall be given timely written notice thereof.

11. Termination of any Responsibility of Declarant:

In the event Declarant shall convey all of its right, title and interest in and to the property to any partnership, individual or individuals, corporation or corporations, then and in such event, Declarant shall be relieved of the performance of any further duty or obligation hereunder, and such partnership, individual or individuals, corporation or corporations, shall be obligated to perform all such duties and obligations of the Declarant.

12. Owners' Compliance: Each Owner, tenant or occupant of a Condominium shall comply with the provisions of this Declaration, and to the extent they are not in conflict with the Declaration, (the Articles,) the Bylaws, decisions and resolutions of the Association or its duly authorized representative, (and the Regulatory Agreement), as lawfully amended from time to time, and failure to comply with any such provisions, decisions, or resolutions, shall be grounds for an action to recover summa due, for damages, or for injunctive relief.

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All agreements and determinations lawfully made by the Association in accordance with the voting percentages established in this Declaration or in (the Articles or) the Bylaws, shall be deemed to be binding on all Owners of Condominiums, their successors and assigns.

13. Notices: Any notice permitted or required by the Declaration, Articles or Bylaws may be delivered either personally or by mail. If delivery is by mail, it shall be deemed to have been delivered seventy-two (72) hours after a copy of the same has been deposited in the United States mail, postage prepaid, addressed to each person at the current address given by such person to the Secretary of the Board or addressed to the Unit of such person if no address has been given to the Secretary.

14. Fair Housing: No owner shall, either directly or indirectly, forbid or restrict the conveyance, encumbrance, leasing, or mortgaging, or occupancy of his unit to any person of a specified race, color, religion, ancestry, or national origin.

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IN WITNESS WHEREOF, the undersigned, being the
Declarant herein, has executed this Declaration this 16th
day of February, 1978.

Donald C. Marek
WITNESS: Donald C. Marek

Harvey D. Rodgers
HARVEY D. RODGERS

Lucille Rodgers
LUCILLE RODGERS

STATE OF CALIFORNIA

County of Santa Clara
On this 17th day of February
Linda J. Fritch

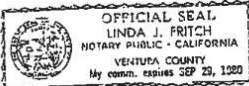
in the year one thousand nine hundred and seventy-eight, before me
a Notary Public, State of California, duly commissioned and sworn, personally appeared
Donald C. Marek

known to me to be the person whose name is subscribed to the within instrument
as witness thereto, who, being by me duly sworn,
deposed and said: that he reside in said
Santa Clara State of California County of
that he as present and now Harvey D. Rodgers and
and Lucille Rodgers

(personally known to him is to be the person described in, and who executed the said
within instrument as parties thereto), sign, seal, and deliver the same; that the said
Harvey D. Rodgers and Lucille Rodgers

duly acknowledged in the presence of
said official, that they executed the same and that they the said official,
thereupon, and at the request of said Harvey D. Rodgers and Lucille
Rodgers, subscribed his name as witness thereto.

IN WITNESS WHEREOF I have hereunto set my hand and affixed my official seal
in the said County of Santa Clara the day and year in this
certificate first above written.



Cowdery's Form No. 48 (Acknowledgment-Willam).
(C. C. Sec. 1101-1107, C. C. P. Sec. 1923)

Linda J. Fritch
Notary Public, State of California
My Commission Expires

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The undersigned as Trustee, hereby approves, consents to, subordinates to, and joins in the execution of the foregoing declaration of covenants, conditions, and restrictions.

FELIX ALTO FINANCIAL CORPORATION

BY: Michael E. Klingler
Michael E. Klingler

LITEL CAL 1000
Corporation Acknowledgment

STATE OF CALIFORNIA

COUNTY OF SANTA CLARA

On February 22, 1978

before me, the undersigned, a Notary Public in and for said State, personally appeared

Michael E. Klingler

to be the Vice-President and

known to me

to be the Secretary of the

Corporation that executed the within instrument, known to

me to be the persons who executed the within instrument on

behalf of the Corporation therein named, and acknowledged

to me that such Corporation executed the within instrument

pursuant to its by-laws or a resolution of its board of di-

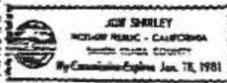
rectors.

WITNESS my hand and official seal

Signature Edy L. Shirley Joy Shirley

Notary's Name (Type or Print)

AT 24 1/2



This space for officer returned mail

DESCRIPTION:

D 488 PAGE 334

That certain real property situate in the City of Mountain View, County of Santa Clara, State of California, described as follows:

All of Units 1, 2, 3, and 4 in Building I, and all of the Common Area(s) included within Lot I as shown on the Map entitled, "Parcel Map - Mariposa Court", filed for record in the Office of Recorder of the County of Santa Clara, State of California on November 8, 1977 in Book 407 at page 34.

EXHIBIT "A"

620 Mariposa

By Laws

9pgs

Articles of Incorporation

4pgs

BY-LAWS
OF
MARIPOSA COURT HOMEOWNERS ASSOCIATION

ARTICLE I

NAME AND LOCATION: The name of the corporation is MARIPOSA COURT HOMEOWNERS ASSOCIATION, hereinafter referred to as the "Association". The principal office of the corporation shall be located at Mountain View, California, and meetings of members and directors shall be held at 620 Mariposa Avenue, Mountain View, California

ARTICLE II

Section 1. "Declarant" shall mean and refer to Harvey D. and Lucille Rodgers, their successors and assigns, if such successors and assigns.

Section 2. "Owner" shall mean and refer to the record owner, whether one or more persons or entities of a fee simple title to any Lot which is a part of the Property, including contract sellers, but excluding those having such interest merely as security for the performance of an obligation.

Section 3. "Association" shall mean and refer to the MARIPOSA COURT HOMEOWNERS ASSOCIATION, a California non-profit corporation, or any successor thereof.

Section 4. "Property" shall mean that certain real property described in the Declaration of Covenants, Conditions and Restrictions and such additions thereto as may hereafter be brought within the jurisdiction of the Association.

Section 5. "Common Area" shall mean all real property owned by the Association for the common use and enjoyment of the Members.

Section 6. "Lot" shall mean and refer to any plot of land shown upon any recorded subdivision map of the Property with the exception of the Common Area.

Section 7. "Declaration" shall mean and refer to the "Enabling Declaration Establishing a Plan of Condominium Ownership" applicable to the Property and recorded in the office of the Santa Clara County Recorder.

Section 8. "Member" shall mean and refer to every person or entity who holds membership in the Association, as provided in the Declaration.

ARTICLE III

MEETING OF MEMBERS

Section 1. ANNUAL MEETING. The first annual meeting of members shall be held within six (6) months from the date of the closing of the sale of the first subdivision interest or not later than six (6) months after the closing of the sale of the unit under the first public report for the property issued by the State of California Department of Real Estate, whichever occurs first. Subsequent annual meetings of the Members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 o'clock P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. SPECIAL MEETINGS. Special meetings of the Members may be called at any time by the President or by the Board of Directors, or by a written request of the Members who are entitled to vote one-third (1/3) of the votes of the membership, or by members representing not less than 25% of the voting power residing in members of the subdivision.

Section 3. NOTICE OF MEETINGS. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice postage prepaid, at least fifteen (15) days, but not more than thirty (30) days before such meeting to each Member entitled to vote and to be addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, in the event of special meeting, the purpose of the meeting.

Section 4. QUORUM. The presence at the meeting of Members to cast, or of proxies entitled to cast 75% of the vote to the Membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration of Covenants, Conditions and Restrictions, or these By-Laws. In the absence of a quorum at a Members meeting, a majority of those present in person or by proxy may adjourn the meeting to another time, but may not transact other business. An adjournment for lack of a quorum shall be to a date not less than 5 days and not more than thirty days from the original meeting date.

Section 5. PROXIES. At all meetings of Members, each owner may vote in person, or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Lot.

ARTICLE IV

BOARD OF DIRECTORS-SELECTION - TERM OF OFFICE

Section 1. NUMBER. The affairs of the Association shall be managed by a Board of three (3) Directors, who shall be Members of the Association unless they represent the Declarant's membership in the Association.

Section 2. TERM OF OFFICE. The term of office of each Director shall be one (1) year, and until his successor is elected. At the first annual meeting the Members shall elect three (3) Directors for a term of one (1) year. There shall be no limitation upon the number of consecutive terms to which a Director may be re-elected.

~~Section 3. REMOVAL. Unless the entire Board of Directors is re-~~
moved from office by a vote of Association Members, an individual Director shall not be removed prior to the expiration of his term of office if the number of votes cast against his removal is greater than the quotient arrived at by dividing the total number of votes that may be cast under cumulative voting procedures, by a divider equal to 1 plus the authorized number of Directors.

A Director who has been elected to office solely by the votes of Members of the Association other than the Declarant may be removed from office prior to the expiration of his term of office only by the vote of at least a simple majority of the voting power residing in Members other than the Declarant.

Section 4. COMPENSATION. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual expenses incurred in the performance of his duties.

Section 5. ACTION TAKEN WITHOUT A MEETING. The Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting, by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

NOMINATION AND ELECTION OF DIRECTORS

Section 1. NOMINATION. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two (2) or more Members of the Association.

The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the Members, to serve from the close of said annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members or Non-Members.

Section 2. ELECTION. The Board of Directors shall be elected at the annual meeting of the membership or if for any reason such annual meeting is not held, then at a special meeting of the membership. Election to the Board of Directors shall be by secret written ballot. At such election, the Members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under Section of Article IV hereof, and each Member may cumulate his votes and give one candidate a number of votes equal to the number of directors to be elected multiplied by the number of votes to which the Member is entitled, or distribute his votes on the same principle among as many candidates as he thinks fit. The persons receiving the largest number of votes shall be elected. A vote for a Director nominated may be cast by a Member by mail on a ballot caused to be forwarded by the Board to a Member at least ten (10) days prior to the annual meeting and provided such ballot is received by the Board of the Secretary prior to or at the time of the annual meeting. In lieu of mailing such ballot, it may be delivered to the Board of the Secretary at or prior to the annual meeting. A member not personally present at the meeting but who has so cast his ballot for a Director shall be counted as present at the meeting, but only for the purpose of electing Directors.

In the event the total vote of the membership, excluding those votes of the Declarant, is not sufficient to elect at least one (1) Director, then in such event there shall be allowed nominations to be taken from the floor for such position and an open ballot vote of such membership shall be held electing said Director. A simple majority of the votes cast shall be final. If there are only two or less such non-declarant Members present at the meeting, and a simple majority is not obtainable, then such Member(s) shall arbitrarily decide that Directorship. The results of such action, either by vote or decision, shall be duly incorporated into the minutes of the meeting.

The remaining Directors shall be elected in accordance with the normal voting procedures first above stated.

ARTICLE VI

MEETING OF DIRECTORS

Section 1. REGULAR MEETING. Regular meetings of the Board of Directors shall be held quarterly at 620 Mariposa Avenue, Mountain

View California, at such hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Notice of the time and place of such meeting shall be posted at a prominent place or places within the common area.

Section 6. SPECIAL MEETING. Special meetings of the Board of Directors shall be called by written notice signed by the President or by any two Directors other than the President, after not less than three (3) days notice to each Director.

The notice shall specify the time and place of the meeting and the nature of any business to be considered. The notice shall be sent to all Directors and posted in a manner prescribed for notice of regular meetings not less than 72 hours prior to the scheduled time of the meeting.

Section 7. QUORUM. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or resolution adopted by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. POWERS. The Board of Directors shall have the power to:

(A) Adopt and publish rules and regulations governing the use of the Common Area and facilities, and the personal conduct of the Members and their guests thereto, and to establish penalties for infractions thereof;

(B) Suspend the voting rights and right to use the recreational facilities of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed thirty (30) days for infraction of published rules and regulations;

(C) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the Membership by other provisions of these By-Laws, the Articles of Incorporation, or the Declaration of Covenants, Conditions and Restrictions;

(D) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors;

(E) Employ a manager, an independent contractor, or such other employees as they deem necessary, and to prescribe their duties.

Section 2. DUTIES. It shall be the duty of the Board of Directors to:

(A) Cause to be kept a complete record of all acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at a special meeting when such statement is requested, in writing, by one-fourth (1/4) of the Membership entitled to vote;

(B) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;

(C) As more fully provided in the Declaration, to:

(i) fix the amount of the annual assessment against each Lot at least thirty (30) days in advance of each annual assessment period;

(ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

(iii) foreclose the lien against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the Owner personally obligated to pay the same.

(D) Issue, or cause to be issued, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;

(E) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(F) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate;

(G) Cause the Common Area to be maintained.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. ENUMERATION OF OFFICERS. The Officers of this Association shall be a President, Vice-President, who shall at all times be Members of the Board of Directors, and a Secretary-Treasurer, and such other officers as the Board from time to time by resolution create.

Section 2. ELECTION OF OFFICERS. The election of Officers shall take place at the first meeting of the Board of Directors following each annual meeting of the Members.

Section 3. TERM. The Officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. SPECIAL APPOINTMENTS. The Board may appoint such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time, determine.

Section 5. RESIGNATION AND REMOVAL. Any Officer may be removed from office with or without cause by the Board. Any Officer may resign at any time giving written notice to the Board, the President and the Secretary. ~~Said resignation shall take effect on the date of receipt of such notice or any later time specified therein, and unless specified therein, the acceptance of such resignation shall not be necessary to make it effective.~~

Section 6. VACANCIES. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. MULTIPLE OFFICERS. The office of Secretary and Treasurer shall be held by the same person. No person shall simultaneously hold more than one of any of the other offices, except in the case of special offices created pursuant to Section 4 of this Article.

Section 8. DUTIES. The duties of the Officers are as follows:

(A) PRESIDENT. The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

(B) VICE-PRESIDENT. The Vice-President shall act in the place and stead of the President in the event of his absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Board.

(C) SECRETARY. The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Board.

(D) TREASURER. The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; and prepare a balance sheet of operating (income) statement for the Association and distribute a copy thereof to each Member within sixty (60) days of accounting dates as follows:

(1) A balance sheet as of an accounting date which shall be the last day of the month closest in time to six (6) months from the date of closing of the first sale of a Lot to a Member of the Association and an operating statement for an accounting period from the aforesaid date of first closing to the aforesaid accounting date; the operating statement shall include a schedule of assessments received or receivable itemized by Lot number and by the name of the person or entity assessed.

(2) A balance sheet as of the last day of the Association's fiscal year and an operating statement for said fiscal year.

The Treasurer shall prepare an annual proposed budget and present it to the Membership at its regular annual meeting. This duty may be delegated to a manager appointed by the Board.

ARTICLE IX

COMMITTEES

The Association shall appoint an Architectural Control Committee, as provided in the Declaration, and a Nominating Committee, as provided in these By-Laws. In addition, the Board shall appoint other committees as deemed appropriate in carrying out its purpose.

ARTICLE X

BOOKS AND RECORDS

The membership register, books of account and minutes of meetings of the members, of the Board of Directors and of committees of the Board of Directors of the Association shall be made available for inspection and copying by any Member of the Association--or by his duly appointed representative--at any reasonable time and for a purpose reasonably related to his interest as a Member, at the office of the Association.

The Board of Directors shall establish reasonable rules with respect to

notice to be given to the custodian of the records by the Member desiring to make the inspection.

Notice shall include the hours and days of the week when such an inspection may be made.

The Board of Directors shall determine the cost of reproducing copies of documents requested by a Member.

Every director shall have the absolute right at any reasonable time to inspect, photocopy, records and documents of the Association and the physical properties owned or controlled by the Association. The right of inspection by a director includes the right to make extracts and copies of documents.

ARTICLE XI

DELEGATION OF USE OF COMMON AREA

The Board of Directors may, including parking spaces in the Common Area, and the right of an Owner to use and enjoy the Common Area may be delegated by the Owner to his family, tenants or contract employees, and to other persons, provided all such users shall be subject to the provisions of the Declaration and these provisions with respect to such use and enjoyment and must comply with the rules and regulations pertaining to such use, and the Owner shall be responsible for their compliance and their violations hereunder. Said delegation shall not affect a resident Owner's rights of use, and the right of non-resident Owner, to enter on the Common Area for access to his lot and to protect his rights and ascertain his obligations with respect to his Lot, its use, and the Common Area.

ARTICLE XII

ASSESSMENTS

As more fully provided in the Declaration, each Member is obligated to pay to the Association annual and special assessments which are secured by a continuing lien upon the property against which the Assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of nine percent (9%) per annum, and the Association may bring an action at law against the Owner, personally obligated to pay the same or foreclose the lien against the property, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his Lot.

ARTICLES OF INCORPORATION
OF
MARIPOSA COURT HOMEOWNERS ASSOCIATION

**ENDORSED
FILED**
In the office of the Secretary of State
of the State of California
JUL 7 1978
MARCH FONG ELI, Secretary of State
By **BILL HOLDEN**
Deputy

ARTICLE I

The name of the corporation (hereinafter called the Association) is
MARIPOSA COURT HOMEOWNERS ASSOCIATION.

ARTICLE II

The Principal office for the transaction of the business of the Association
is located in Santa Clara County, State of California.

ARTICLE III

This Association is organized pursuant to the general non-profit corporation
law.

ARTICLE IV

This Association does not contemplate pecuniary gain or profit to the
members thereof, and the specific primary purposes for which it is formed
are to provide for maintenance, preservation and architectural control of the
residence lots and common area within those certain tracts of land described
as follows:

That certain Map entitled "PARCEL MAP MARIPOSA COURT" as said Map is recorded
November 11, 1977 in Book 407, Page 34, Santa Clara County Records, and to
promote the health, safety and welfare of the residents within the above
described tracts of land and any additions thereto as may hereafter be brought
within the jurisdiction of this Association for this purpose.

In furtherance of said purposes this Association shall have power to:

(a) Perform all of the duties and obligations of the Association as set
forth in that certain "Enabling Declaration Establishing a Plan of Condominium
Ownership" hereinafter called the "Declaration", applicable to the property
and recorded or to be recorded in the office of the Recorder of Santa Clara
County;

(b) Fix, levy, collect and enforce payments by lawful means, all charges
or assessments pursuant to the terms of the Declaration; to pay all expenses
in connection therewith, and all office and other expenses incidental to the
conduct of the business of the Association, including all licenses, taxes or
governmental charges levied or imposed against the property of the Association.

(c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real property or personal property in connection with the affairs of the Association;

(d) Borrow money, and only with the assent (by vote or written consent of three-quarters (3/4) of the membership, mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred;

(e) Dedicate, sell or transfer all of or any part of the common area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to be the members. No such dedication or transfer shall be effective unless an instrument has been signed by three-quarters (3/4) of the membership, agreeing to such dedication, sell or transfer, including the consent and acceptance by the City of Mountain View.

(f) ~~Participants in mergers and consolidations with other not-profit~~ corporations organized for the same purposes or annex additional property and common area, provided that any merger, consolidation or such annexation shall have the assent by vote of three-quarters (3/4) of the membership or by written consent of all of the members; and

(g) Notwithstanding any of the above statements of purposes and powers, this corporation shall not, except to an insubstantial degree, engage in any activities or exercise any powers that are not in furtherance of the primary purpose of this corporation.

ARTICLE V

MEMBERSHIP

Every person or entity who is a record owner of a fee or undivided fee interest in any lot which is subject by covenants of record to assessment by the Association, including contract sellers, shall be a member of the Association. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any lot which is subject to assessment by the Association.

ARTICLE VI

VOTING RIGHTS

The authorized number of, if any, and qualifications of Members of the Association, the different classes of membership, if any, the Property, voting, and other rights and privileges of Members, and their liability to dues and assessments and the method of collection, shall be as set forth in the By-Laws.

ARTICLE VIIBOARD OF DIRECTORS

The affairs of this Association shall be managed by a Board of three (3) Directors, who shall be members of the Association unless they represent the Declarant's membership in the Association. The number of Directors may be changed by amendment of the By-Laws of the Association. The names and addresses of the persons who are to act in the capacity of Directors until the selection of their successors are:

- | | |
|----------------------|---------------------------------------|
| 1. Harvey D. Rodgers | 400 Eunice Avenue, Mountain View, CA. |
| 2. Lucille Rodgers | 400 Eunice Avenue, Mountain View, CA. |
| 3. Donald C. Marek | 25121 Tepa Way, Los Altos, Hills, CA. |

The term of office of each Director shall be one (1) year, and until his successor is elected. ~~At the first annual meeting the Members shall elect three (3) Directors for a term of one (1) year. There shall be no limitation upon the number of consecutive terms to which a Director may be re-elected.~~

ARTICLE VIIIDISSOLUTION

Upon dissolution of the Association, the assets of the Association shall be distributed to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such distribution is refused acceptance, such assets shall be granted, conveyed and assigned to any non-profit corporation, association, trust or other organization organized and operated for such similar purpose.

ARTICLE IXDURATION

The Corporation shall exist perpetually.

CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting Secretary
of the MARIPOSA COURT HOMEOWNERS ASSOCIATION, a California
Non-Profit Corporation, and,

THAT the foregoing By-Laws constitute the original
By-Laws of said Association, as duly adopted at a meeting of
the Board of Directors thereof, held on the 20th day of
July, 1978.

IN WITNESS WHEREOF, I have hereunto subscribed my
name this 20th day of July, 1978.

By Donald C. Marsh
Secretary.

MARIPOSA COURT HOMEOWNERS ASSOCIATION

Board Meeting Minutes

November 20, 2025

A Meeting of The Board of Directors of The Mariposa Court Homeowner's Association was held on November 20, 2025, by teleconference. Physical Location: 4749 Bennet Drive Suite B, Livermore, CA 94551.

I. CALL TO ORDER

The Board meeting was called to order at 6:04pm.

II. ROLL CALL

William Ito***

Xiong Xiangnan***

Niklas Karlsson***

*Indicates absence

**Indicates late arrival

***Indicates attendance via teleconference

Also, present was Stephany Ramirez from Neighborhood Association Management, Inc.

III. APPROVAL OF MINUTES

It was motioned, seconded, and carried (MSC) by Xiong/Ito to approve the Board meeting minutes of August 14, 2025.

IV. REPORTS

Financial:

The Board reviewed the most current balance sheet through October 31, 2025.

The Board reviewed the most current financial report through October 31, 2025.

The Board reviewed the most current bank statements and reconciliations through October 31, 2025.

The Board reviewed the check detail log.

Architectural:

None at this time

OPEN FORUM/HOMEOWNER CONCERNS

n/a

OLD (UNFINISHED) BUSINESS

- A. The BOD discussed the dry rot estimate, after a long discussion, the board unanimously approved CFY estimate to continue and complete unfinished repairs. The BOD asked NAM to obtain 2 more roof estimates.
- B. The BOD reviewed the tree trimming estimate and approve unanimously Aplus trees to trim trees.

NEW BUSINESS

- A. The BOD Discussed the expatiation of estimate delivery timeline.
- B. Reserve study discussion was tabled.

ADJOURNMENT & NEXT MEETING DATE

The meeting was adjourned at 7:15pm.

The next quarterly Board meeting is tentatively scheduled TBD.

MARIPOSA COURT HOMEOWNERS ASSOCIATION

Board Meeting Minutes

March 13, 2025

MINUTES

A Meeting of The Board of Directors of The Mariposa Court Homeowner's Association was held on November 19, 2024, by teleconference. Physical Location: 4749 Bennet Drive Suite B, Livermore, CA 94551.

CALL TO ORDER

The Board meeting was called to order at 6:03pm.

ROLL CALL

William Ito***

Xiong Xiangnan***

Niklas Karlsson***

*Indicates absence

**Indicates late arrival

***Indicates attendance via teleconference

Also, present was Stephany Ramirez from Neighborhood Association Management, Inc.

APPROVAL OF MINUTES

It was motioned, seconded, and carried (MSC) by Xiong/Ito to approve the Board meeting minutes of November 19, 2024.

REPORTS

Financial:

The Board reviewed the most current balance sheet through February 28, 2025.

The Board reviewed the most current financial report through February 28, 2025.

The Board reviewed the most current bank statements and reconciliations through February 28, 2025.

The Board reviewed the check detail log.

Architectural:

None at this time

OLD (UNFINISHED) BUSINESS

- A. The BOD reviewed reserve study draft for the 2nd time. No final decision was made.
- B. The BOD reviewed dry rot repair estimates, after long deliberation, the BOD approved the signature estimate for 13K repairs. Has asked NAM to ask if they can let us know the remaining life of the community.
- C. The BOD asked NAM to obtain 3 estimates for roofing for the end of the year.

NEW BUSINESS

N/A

OPEN FORUM/HOMEOWNER CONCERNS

The BOD discussed a special assessment for repairs and to rebuild the associations reserve account. After a long discussion, the BOD and association unanimously voted on a special assessment of 20K for each unit. Total amount of special assessment of \$80,000 to be paid by December 2025.

ADJOURNMENT & NEXT MEETING DATE

The meeting was adjourned at 7:41pm.

The next quarterly Board meeting is tentatively scheduled for June 2025.

Unit 1	Date

Unit 2	Date

Unit 3	Date

Unit 4	Date

MARIPOSA COURT HOMEOWNERS ASSOCIATION

Board Meeting Minutes

August 14, 2025

A Meeting of The Board of Directors of The Mariposa Court Homeowner's Association was held on August 14, 2025, by teleconference. Physical Location: 4749 Bennet Drive Suite B, Livermore, CA 94551.

I. CALL TO ORDER

The Board meeting was called to order at 6:04pm.

II. ROLL CALL

William Ito***

Xiong Xiangnan***

Niklas Karlsson***

*Indicates absence

**Indicates late arrival

***Indicates attendance via teleconference

Also, present was Stephany Ramirez from Neighborhood Association Management, Inc.

III. APPROVAL OF MINUTES

It was motioned, seconded, and carried (MSC) by Xiong/Ito to approve the Board meeting minutes of March 13, 2025.

IV. REPORTS

Financial:

The Board reviewed the most current balance sheet through July 31, 2025.

The Board reviewed the most current financial report through July 31, 2025.

The Board reviewed the most current bank statements and reconciliations through July 31, 2025.

The Board reviewed the check detail log.

Architectural:

None at this time

OPEN FORUM/HOMEOWNER CONCERNS

N/A

OLD (UNFINISHED) BUSINESS

- A. The BOD ratified he is siding approval estimate, Niklas asked what the stats of completion was. Nam to follow up with signature regarding completion.
- B. The BOD reviewed the tree trimming estimate and requested that they also add the backyard patio trees as well. and have them itemize them. William volunteered to cut down tree #2 and have it removed from estimate. Also requested a 2nd bid.

NEW BUSINESS

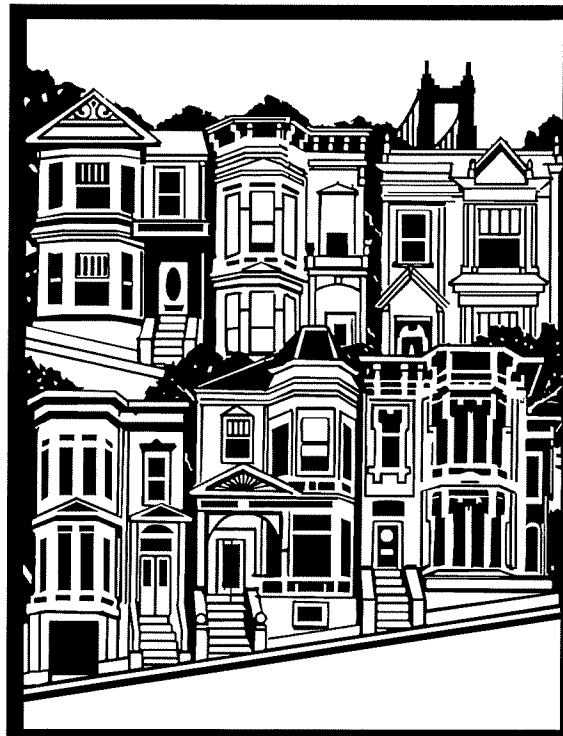
- A. NAM updated the BOD in the new election law update.
- B. NAM updated the BOD of the new fine policy.

ADJOURNMENT & NEXT MEETING DATE

The meeting was adjourned at 6:37pm.

The next quarterly Board meeting is tentatively scheduled for November 20, 2025.

MARIPOSA COURT HOMEOWNERS ASSOCIATION
2026 ANNUAL POLICY STATEMENT
(CIVIL CODE SECTION 5310)



NAM Association Management, Inc.

PO Box 10968
Pleasanton, CA 94588
(925) 495-4545 Office
(925) 495-4542 Fax
www.neighborhoodam.com

MARIPOSA COURT HOMEOWNERS ASSOCIATION

c/o NAM Association Management, Inc.

P.O. Box 10968

Pleasanton, CA 94588

(925) 495-4545 Office

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www.neighborhoodam.com

2026 ANNUAL POLICY STATEMENT
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Civil Code Section 5310

Name and Address for Association Communications

The name and address designated to receive official communications to the Association is **NAM Association Management, Inc., P.O. Box 10968, Pleasanton, CA 94588.**

Secondary Address Notification

A member may submit a written request to have notices sent to up to two different specified addresses, pursuant to subdivision (b) of Section 4040.

Location for Posting of General Notices

The location designated for posting of a general notice is on the mailbox structure.

Individual Delivery of General Notices

A member may submit a written request to receive general notices by individual delivery.

Board Meeting Minutes

Members have the right to receive copies of minutes of meetings (or a draft) of the Board of Directors

Annual Update of Member Contact Information

Civil Code Section 4041 requires that all members provide the following information to the Association on an annual basis:

- (1) The address or addresses to which notices from the association are to be delivered.
- (2) An alternate or secondary address to which notices from the association are to be delivered.
- (3) The name and address of his or her legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of the owner's extended absence from the separate interest.
- (4) Whether the separate interest is owner-occupied, is rented out, if the parcel is developed but vacant, or if the parcel is undeveloped land.

The law further states that if an owner does not provide the information requested in (1) and (2) above, the property address shall be deemed to be the address to which notices are to be delivered. The enclosed Annual Update of Member Contact Information Form has been provided to assist you in providing updated information for the next fiscal year pursuant to the instructions included in the form.

Assessment Collection Policy

The Assessment Collection Policy describing the Association's policies and practices in enforcing lien rights or other legal remedies for default in the payment of assessments against members is enclosed.

Notice of Assessments and Foreclosure

Notice required under Civil Code Section 5730 outlining the rights and responsibilities of owners of property in common interest developments and the associations that manage them is enclosed.

Discipline Policy and Schedule of Penalties

The Association's discipline policy and schedule of penalties for violations of the governing documents is enclosed.

Internal Dispute Resolution (IDR) Rights

Civil Code Section 5920 requires that the Association provide a fair, reasonable, and expeditious procedure for resolving certain disputes between the Association and a member. This procedure, which may be invoked by either party to a dispute, is enclosed.

Alternative Dispute Resolution (ADR) Rights

Civil Code Section 5965 addresses your rights to sue the Association or another member of the Association regarding the enforcement of the governing documents. A summary of these provisions is enclosed.

Architectural Control Procedures

Civil Code Section 4765 requires that you be notified annually that exterior or common area modifications must be pre-approved by the board or a designated committee. All requests must be in writing using the approved form available from management. The board/committee will review your request and will respond with a decision within 60 days. If the request is denied, you are allowed to attend a hearing before the board to discuss the matter and request reconsideration. The board/committee will make its decision based on whether the change or modification is in the best interests of the Association. Due to the many types of requests, it is difficult to list precisely which requests will be approved. While requests for satellite dishes and exterior antennas are not required, we ask that you contact us for specific locations that have been identified to give good reception and retain the clean appearance of the building. Placing the device on any common area is not allowed without prior permission.

Overnight Payments

The mailing address for overnight payment of assessments is **4749 Bennett Drive, Suite B, Livermore, CA 94551.**

IMPORTANT NOTICE: Owners are responsible for providing prospective purchasers a copy of this document and its enclosures (along with the governing documents, any operating rules, and other disclosure documentation outlined in Civil Code Section 4525.) So, please be sure to retain this document with your Association-related documentation.

Please don't hesitate to contact NAM Association Management, Inc., at 925-495-4545 or Manager@neighborhoodam.com with any questions.

ANNUAL UPDATE OF MEMBER CONTACT INFORMATION FORM

California Civil Code §4041

REQUIRED INFORMATION

ASSOCIATION NAME

SUBJECT PROPERTY ADDRESS

OWNER NAME(S)

PRIMARY MAILING ADDRESS

SECONDARY/ALTERNATE MAILING ADDRESS

EMERGENCY CONTACT INFORMATION

The name and address of your legal representative, if any, including any person with power of attorney or other person who can be contacted in the event of your extended absence.

THE SUBJECT PROPERTY IS (CHECK ONE)

☐ Owner –Occupied

☐ Rented

☐ Developed but Vacant

☐ Undeveloped Land

OPTIONAL INFORMATION

PHONE NUMBER #1

PHONE NUMBER #2

EMAIL ADDRESS #1

EMAIL ADDRESS #2

OWNER CERTIFICATION

SIGNATURE

DATE

PLEASE RETURN YOUR COMPLETED FORM BY MAIL, FAX, OR EMAIL TO:

NAM Association Management, Inc.

P.O. Box 10968

Pleasanton, CA 94588

(925) 495-4542 Fax

namstaff@neighborhoodam.com

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ASSESSMENT COLLECTION POLICY

1. Regular assessments are due, in advance, on the first (1st) day of each assessment period and delinquent if not received, in full, by the Association within fifteen (15) days after the due date thereof, unless the governing documents provide for a longer period of time. Special and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (15) days after it is due. A late charge of ten dollars (\$10.00) or 10%, whichever is greater, shall be due on any such delinquent assessment.
2. At the option of the Association, interest shall be due on all such amounts, once due and unpaid for thirty (30) days, at the rate of twelve percent (12%) per annum.
3. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid sixty (60) days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") will be prepared and sent to the record owners(s) at the owners cost of \$25 per letter. If your account remains delinquent it will be subject to \$250 Collection Administrative fee.
4. If all such amounts have not been received ninety (90) days after the original due date thereof, a Lien will be prepared and recorded as to the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.
5. 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 non-judicial foreclosure.
6. 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 on thousand eight hundred dollars (\$1,800).

7. 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 Section 1367.4 of the Civil Code.
8. 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 1366, 1367.1 and 1367.4 of the Civil Code)
9. 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 of a member's guests, if the governing documents provide for this. (Sections 1366 and 1367.1 of the Civil Code)
10. The Association must comply with the requirements of Section 1367.1 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 1367.14 of the Civil Code)
11. 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 charges owed by the owner. An owner has a right to review the Association's records to verify the debt. (Section 1367.1 of the Civil Code)
12. The decision to record a lien must be made by the board of directors in open session by majority vote and recorded in the meeting minutes. The Association must offer and, if accepted, participate in a form of alternative dispute resolution.
13. The decision to initiate foreclosure of a lien for delinquent assessments shall be made only by the board of directors. The board shall approve the decision by a majority vote of the board members in an executive session. The board shall record the vote in the minutes of the next board meeting of the board open to all members. The board shall maintain the confidentiality of the owner(s) by indentifying the matter in the minutes by the parcel number of the property, rather than by the name of the owner(s). The board vote to approve foreclosure of a lien shall take place at least 30 days prior to any public sale. The Association must offer and, if accepted, participate in a form of alternative dispute resolution.
14. A non-judicial foreclosure shall be subject shall be subject to a right of redemption. The redemption period shall end 90 days after the sale.

15. 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 1367.1 of the Civil Code).
16. 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.
17. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until which time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
18. The Association shall charge a "returned check charge" of twenty-five dollars (\$25.00) for all checks returned as "non-negotiable", "insufficient funds", or any other reason.
19. All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association by such owner(s).
20. A member may provide written notice to the Association of a secondary address. If a secondary address is provided, the Association shall send all correspondence and legal notices to both the primary and secondary addresses.
21. The mailing address for overnight payment of assessments is 4749 Bennett Drive, Suite B, Livermore, CA 94551.
22. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

PAYMENTS

1. 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.
2. An owner may dispute an assessment debt by submitting a written request for dispute resolution to the Association as set forth in Article 5 (commencing with Section 1368.810) of Chapter 4 of Title 6 of Division 2 of the Civil Code. Prior to initiating foreclosure, the Association shall offer the owner and, if requested by the owner, participate in dispute resolution (or "meet and confer") or ADR. The decision to pursue either dispute resolution or ADR shall be with the owner, except binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.

3. 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 1367.1 of the Civil Code).

MEETINGS AND PAYMENT PLANS

1. An Owner of a separate interest that is not a timeshare may request the Association to consider a payment plan to satisfy a delinquent assessment.
2. The Association must inform owners of the standards for payment plans, if any exist. (Section 1367.1 Civil Code)
3. The Board of Directors 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 delinquent assessment. These payments plans must conform to the payment plan standards of the Association, if they exist. (Section 1367.1 of the Civil Code)
4. The Board may approve a resolution for owners to pay a special assessment over time (payment plan) to avoid a delinquency status. This payment plan shall consist of equal principal installments each due on the first (1st) day of each assessment period and delinquent if not received, in full, by the Association within fifteen (15) days after the due date thereof, unless the governing documents provide for a longer period of time. The unpaid balance of the special assessment may bear interest per annum at the percent determined by the resolution of the Board. If an owner becomes delinquent in a payment plan (defaults), this collection policy will be followed in order to collect the past due amount and any costs.

NOTICE ASSESSMENTS AND FORECLOSURE

Civil Code Section 5730

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

ASSESSMENTS AND FORECLOSURE

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

In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common 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.

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

INTERNAL DISPUTE RESOLUTION (IDR) SUMMARY
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Civil Code Sections 5900-5920

California Civil Code Sections 5900-5920 require an association to provide a fair, reasonable, and expeditious procedure for resolving certain disputes between the association and a member. The following procedure, which may be invoked by either party to a dispute, shall apply:

- (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 director or directors to meet and confer.
- (4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
- (5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

An agreement reached under this section binds the parties and is judicially enforceable if both of the following conditions are satisfied:

- (1) The agreement is not in conflict with law or the governing documents of the common interest development or association.
- (2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

If the parties to the dispute are unable to resolve the matter using this internal dispute resolution procedure, the association or the member may then serve a Request for Resolution pursuant to Civil Code Section 5935, if applicable.

ALTERNATIVE DISPUTE RESOLUTION (ADR) SUMMARY

Civil Code Sections 5925-5965

California Civil Code Sections 5925-5965 address your rights to sue the association or another member of the association regarding the enforcement of the governing documents. The following is a summary of the Civil Code Sections 5925-5965:

"Alternative Dispute Resolution" means mediation, arbitration, conciliation, or other nonjudicial 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. The parties shall share the cost of these proceedings.

Neither an association nor an owner or a member is entitled to file an enforcement action in the superior court unless the parties have first endeavored to submit their dispute to alternative dispute resolution pursuant to the referenced statutes.

The requirements apply only to an enforcement action that is solely for declaratory, injunctive, or writ relief (meaning asking the court to interpret, determine or order something), or for that relief in conjunction with a claim for monetary damages that does not exceed five thousand dollars (\$5,000). These requirements do not apply to a small claims action. Except as otherwise provided by law, this section does not apply to an assessment dispute.

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; and (4) If the party on whom the request is served is the owner of a separate interest, a copy of this article.

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. 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.

If the Request is accepted, the ADR must be completed within 90 days of receipt of the acceptance, unless the time is extended by agreement of the parties.

FAILURE BY ANY MEMBER OF THE ASSOCIATION TO COMPLY WITH THE PREFILING REQUIREMENTS OF SECTION 5930 OF THE CIVIL CODE MAY RESULT IN THE LOSS OF YOUR RIGHTS TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS.

Should the association or an individual member wish to file a lawsuit for enforcement of the association's governing documents, the law requires the association or the individual to file a certificate with the court stating that ADR has been completed prior to the filing of the suit. Failure to file this certificate may be grounds for dismissing the lawsuit. There are limited exceptions to the filing of this required certification of the attempts made to seek resolution. If one or the other of the parties to the dispute refused ADR prior to the filing of the complaint, the certificate should so state. If immediate action is needed by seeking preliminary or temporary injunctive relief or the statute of limitations period for filing the suit will expire within 120 days of the lawsuit being filed, the certificate should state the necessity of immediacy. Without the certification, a court may dismiss the action.

Furthermore, in any lawsuit to enforce the governing documents, the prevailing party may be awarded attorney's fees and costs under Civil Code §5975. The court may consider any party's refusal to participate in ADR prior to the lawsuit being filed when it determines the amount of the award.

MARIPOSA COURT HOMEOWNERS ASSOCIATION

** ARCHITECTURAL CONTROL APPLICATION FORM **

NAME, ADDRESS, & CONTACT INFORMATION

Owner Name(s): _____

Property Address: _____

Mailing Address (if different than Property Address: _____

Phone: _____ Email: _____

DESCRIPTION OF IMPROVEMENT

Please briefly describe the improvement(s) that you wish to make: _____

SUBMITTAL CHECKLIST

☐ Architectural Control Application Form

☐ Contractors License No: _____

☐ Construction Drawings to Scale

☐ Certificate of Insurance

☐ Material Samples and/or Specifications

☐ Photographs (As Is)

IMPORTANT NOTE: Failure to submit the required documentation regarding your improvement and/or failure to comply with the Association's architectural control requirements and procedures outlined in the Governing Documents will result in the disapproval of your application.

Signature of Owner(s)

Date

RETURN TO:

Mariposa Court Homeowners Association

c/o NAM Association Management, Inc.

P.O. Box 10968

Pleasanton, CA 94588

Or send to manager@neighborhoodam.com

**MARIPOSA COURT HOMEOWNERS
ASSOCIATION**

**2026 ANNUAL BUDGET REPORT
(CIVIL CODE SECTION 5300)**



NAM Association Management, Inc.

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2026 ANNUAL BUDGET REPORT

Civil Code Section 5300

Assessment Increase Notice

The regular assessment will remain \$450.00 per month, per unit, effective January 1, 2026.

Pro Forma Operating Budget

The pro forma operating budget, showing the estimated revenue and expenses on an accrual basis, is enclosed.

Reserves Summary

A summary of the Association's reserves prepared pursuant to Civil Code Section 5565 is enclosed.

Reserve Funding Plan Summary

A summary of the reserve funding plan adopted by the Board, as specified in paragraph (5) of subdivision (b) of Section 5550 is enclosed. The full reserve study plan is available upon request.

Assessment and Reserve Funding Disclosure Summary Form

The Assessment and Reserve Funding Disclosure Summary form, prepared pursuant to Section 5570, is enclosed.

Statement Regarding Deferred Repair and/or Replacement of Reserve Components

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.

Statement Regarding Special Assessments for Reserve Funding

The Board, consistent with the reserve funding plan adopted pursuant to Section 5560, 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 therefore. The estimated amount, commencement date, and duration of the assessment(s) follows:

Statement Regarding Reserve Funding Mechanism(s)

The mechanism(s) by which the Board will fund reserves to repair or replace major components are identified below:

1. *Regular Assessments*
2. *Special Assessments*

Statement Regarding Reserve Procedures

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, including reserve calculations made using the formula described in paragraph (4) of subdivision (b) of Civil Code Section 5570, is enclosed.

Statement Regarding Outstanding Loans

The Association **does not have** any outstanding loans with an original term of more than one year.

Review of Financial Statement

A review of the financial statement of the Association will be prepared in accordance with generally accepted accounting principles by a licensee of the California Board of Accountancy for any fiscal year in which the gross income to the Association exceeds \$75,000, and distributed within 120 days after the close of each fiscal year.

Insurance Summary

Enclosed you will find a summary of the Association's property, general liability, fidelity, and other insurance policies, including the name of the insurer, type of insurance, the policy limit, and the amount of the deductible. The Association **does not** carry earthquake or flood insurance.

This summary of the Association's insurance policies of insurance provides only certain information, as required by Civil Code Section 5300, 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. Owners are strongly encouraged to carry an HO-6 policy ("Homeowners 6" or "Condominium Unit Owner Policy") covering the following:

- *Personal Property.* This coverage insures unit contents such as furniture, clothing, dishes, appliances, computers, etc. Owners with high-value jewelry, art, or collectibles will need a "scheduled or unscheduled floater."
- *Personal Liability.* Even though associations carry premises liability for the common areas to cover claims for bodily injury or property damage, it does not cover injuries or damage inside an owner's unit. Condo owners must carry their own personal liability insurance in the event someone is injured in their condo. This should also cover injuries in neighboring units caused by fires or floods originating in an owner's unit.
- *Loss of Use.* This protection pays for extra expenses (hotel, restaurants, etc.) while the owner's home is uninhabitable because of damage.
- *Loss of Rent.* This protection compensates owners that rent their units in the event that an insured loss, which renders the property uninhabitable and prevents owners from receiving rental payments.
- *Loss Assessment.* Loss assessment coverage covers the owner's portion of special assessments levied by the association resulting from insured losses.

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.

Federal Housing Administration (FHA) Statement

Enclosed you will find a statement identifying whether or not the Association is a condominium project and describing the status of the common interest development as an FHA-approved condominium project pursuant to FHA guidelines.

Department of Veterans Affairs (VA) Statement

Enclosed you will find a statement identifying whether or not the Association is a condominium project and describing the status of the common interest development as a VA-approved condominium project pursuant to VA guidelines.

Charges for Documents Provided

Enclosed you will find the “Charges for Documents Provided” disclosure identified in Civil Code Section 4528.

IMPORTANT NOTICE: Owners are responsible for providing prospective purchasers a copy of this document and its enclosures (along with the governing documents, any operating rules, and other disclosure documentation outlined in Civil Code Section 4525.) So, please be sure to retain this document with your Association-related documentation.

Please don't hesitate to contact NAM Association Management, Inc., at 925-495-4545 or Manager@neighborhoodam.com with any questions.

**Mariposa Court Homeowners Association
2026 ANNUAL OPERATING BUDGET**

	2025	2026	2026	2026
	YEARLY	YEARLY	MONTHLY	MONTHLY
	BUDGET	BUDGET	BUDGET	COST PER
	AMOUNT	AMOUNT	AMOUNT	LOT
INCOME				
Assessment Income	21,600.00	21,600.00	1,800.00	450.00
TOTAL INCOME	21,600.00	21,600.00	1,800.00	450.00
EXPENSES				
ADMINISTRATIVE				
Management Contract	3,024.00	3,114.72	259.56	64.89
Management Extras	520.00	520.00	43.33	10.83
Office Expenses	200.00	200.00	16.67	4.17
Fees/Taxes	100.00	100.00	8.33	2.08
Insurance	2,500.00	2,700.00	225.00	56.25
TOTAL ADMINISTRATIVE	6,344.00	6,634.72	552.89	138.22
PROFESSIONAL FEES				
CPA Audit & Tax Prep	0.00	400.00	33.33	8.33
Legal Services	450.00	400.00	33.33	8.33
TOTAL UTILITIES	450.00	800.00	66.67	16.67
UTILITIES				
Utilities	2,641.00	2,650.00	220.83	55.21
TOTAL UTILITIES	2,641.00	2,650.00	220.83	55.21
REPAIR AND MAINTENANCE				
Repair & Maintenance	3,200.00	3,000.00	250.00	62.50
Janitorial Contract	1,140.00	1,140.00	95.00	23.75
TOTAL GROUNDS MAINTENANCE	4,340.00	4,140.00	345.00	86.25
GROUNDS REPAIRS AND MAINTENANCE				
Landscape Repairs	2,500.00	2,000.00	166.67	41.67
TOTAL GROUNDS MAINTENANCE	2,500.00	2,000.00	166.67	41.67
RESERVE CONTRIBUTIONS				
Reserve Contribution	5,325.00	5,375.28	447.94	111.99
TOTAL RESERVE	5,325.00	5,375.28	447.94	111.99
TOTAL EXPENSES	21,600.00	21,600.00	1,800.00	450.00

Reserve Study Financial Summary

Mariposa Court HOA

Mountain View, CA

Report Date: 12/13/2024

Fiscal Year End: 12/31/2024

Status of the Reserve Fund as of December 31, 2024

Reserve Fund Cash Balance as of July 31, 2024	34,715.98
Anticipated Interest Revenue prior to December 31, 2024	145.52
Anticipated Reserve Fund Contribution prior to December 31, 2024	2,232.12
Anticipated Reserve Fund Expenditures prior to December 31, 2024	0.00
Projected Reserve Fund Cash Balance	37,093.63
 Projected Fully Funded Balance	 358,608.77
Percent Funded	10%
 Average Reserve Fund Surplus / (Deficit) per Member	 (80,378.79)

Community Information

Fiscal Year Start	January 1, 2025
Fiscal Year End	December 31, 2025
Community Type	Condominium
Number of Units	4
Year Built	1978
Last Inspected	September 27, 2024

Five Year - Cash Flow Funding Plan Summary

Fiscal Year Ending	Reserve Contribution	Special Assessment	Percent Funded
2025	10,650	100,000	20%
2026	21,300	50,000	22%
2027	23,004	50,000	42%
2028	24,844	50,000	57%
2029	26,832	0	58%

Computation Parameters

Inflation Rate	3.00%
Interest Rate	1.00%
Threshold Factor	5.00%
Prior Year Fund Contribution	5,325

Summary Notice: This five year funding plan summary is provided in accordance with California Civil Code Section 5570. The full reserve study plan is available and will be provided, by the Association, to any member upon request.

Component Inventory Detail Report

Mariposa Court HOA

Report Date: 12/13/2024

Mountain View, CA

Fiscal Year End: 12/31/2024

See General Information for Definitions

R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
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BUILDING SYSTEMS

Exterior Doors

1	Garage Door, Wood Tilt Up	5	35	4 Each	2,240.00	5.00%	9,408
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Current doors are wood tilt-up. Unit cost reflects the replacement with a roll-up metal door.

Exterior Siding

2	Wood Siding & Trim, Major Repair/Replace (Garage)	10	30	900 Sq.Ft.	23.80	8.00%	23,134
3	Wood Siding & Trim, Major Repair/Replace (Units)	10	30	8080 Sq.Ft.	23.80	8.00%	207,688
4	Wood Siding & Trim, Paint/Minor Repair (Units)	0	8	8080 Sq.Ft.	6.76	5.00%	57,352
5	Wood Siding & Trim, Paint/Minor Repairs (Garage)	0	8	1300 Sq.Ft.	4.50	5.00%	6,142

Includes Garage Doors

Misc. Building Systems

6	Entry Stairs & Front Deck, Paint/ Minor Repair	0	8	1 Fund	5,000.00	5.00%	5,250
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Roofing

7	Built Up Roof (Garage)	1	20	924 Sq.Ft.	12.57	5.00%	12,195
8	Built Up Roof (Units)	1	20	600 Sq.Ft.	12.57	5.00%	7,919
9	Downspouts, Units & Garage Replace	1	30	348 Ln.Ft.	10.58	5.00%	3,866
10	Gutters, Cleaning & Repair	0	1	1 Fund	1,500.00	5.00%	1,575
11	Gutters, Units & Garage Replace	1	30	656 Ln.Ft.	15.54	5.00%	10,704
12	Roof Inspection & Repair	1	10	1 Fund	5,000.00	5.00%	5,250
13	Wood Roofing (Units)	1	30	1860 Sq.Ft.	12.82	5.00%	25,037

The unit cost reflects the roof replacement cost with a 30 yr. composition shingle roofing material. The current wood shake roof is not a replacement option.

Component Inventory Detail Report

Mariposa Court HOA

Report Date: 12/13/2024

Mountain View, CA

Fiscal Year End: 12/31/2024

See General Information for Definitions

	R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
MECHANICAL/ELECTRICAL SYSTEMS							
Exterior Lighting							
14 Exterior Post Light, Fixture/Globe	7	15		4 Each	387.50	5.00%	1,628
Fire & Alarm Systems							
15 Backflow Preventer, Inspection/Repair	0	15		1 Each	1,594.85	5.00%	1,675
16 Fire Standpipe System, 5-Yr Certification	0	5		1 Fund	920.00	5.00%	966
SITE SYSTEMS							
Appurtenant Structure							
17 Wood Railing, Redwood Posts Repair/Replace	3	30		41 Ln.Ft.	50.34	5.00%	2,167
Fencing & Walls							
18 Wood Fence w/ Pressure Treated Posts, Repair (10% of 511 LF)	2	5		51 Ln.Ft.	81.88	5.00%	4,385
Landscape							
19 Backflow Valve Rebuild/Replace	0	25		1 Each	1,754.70	5.00%	1,842
20 Irrigation Controllers	5	15		1 Each	2,011.21	5.00%	2,112
21 Irrigation System Repairs & Upgrades	5	20		1 Fund	10,000.00	5.00%	10,500
22 Landscape Improvement Fund	3	10		1 Fund	3,500.00	5.00%	3,675
23 Tree Maintenance	0	3		1 Fund	7,500.00	5.00%	7,875
Misc. Site Systems							
24 Bridge Wood Decking Repair/Replace	8	25		425 Sq.Ft.	22.00	5.00%	9,818
25 Trash Enclosures, Repair/Paint	1	6		1 Fund	2,000.00	5.00%	2,100

Component Inventory Detail Report

Report Date: 12/13/2024

Fiscal Year End: 12/31/2024

Mariposa Court HOA

Mountain View, CA

See General Information for Definitions

	R.L.	U.L.	Def.	Quantity	Unit Cost	PM&A	Anticipated Total Cost
Pavement							
26 Asphalt Pavement, Crack Fill, Seal Coat, Stripe & Minor Repairs	0	5		2200 Sq.Ft.	1.50	5.00%	3,465
27 Asphalt Pavement, Major Replacement/Repair	5	40		2200 Sq.Ft.	10.53	5.00%	24,324
28 Concrete Walks, Repair (10% of 595 SF)	0	10		60 Sq.Ft.	22.00	5.00%	1,386
Total							453,438

Cash Flow Funding Plan

Mariposa Court HOA

Mountain View, CA

Report Date: 12/13/2024

Fiscal Year End: 12/31/2024

Fiscal Year	Annual Reserve Contribution	Monthly Reserve Assessment	Percent Increase	Anticipated Beginning Balance	Estimated Interest	Anticipated Reserve Expense	Anticipated Special Assessment	Anticipated FYE Cash Balance	Fully Funded Balance	Surplus / (Deficit) of FFB	Percent Funded
2025	10,650	221.88	100.00%	37,094	0	87,528	100,000	60,215	308,319	(248,104)	20%
2026	21,300	443.75	100.00%	60,215	0	70,706	50,000	60,809	274,721	(213,912)	22%
2027	23,004	479.25	8.00%	60,809	545	6,323	50,000	128,035	307,330	(179,294)	42%
2028	24,844	517.59	8.00%	128,035	1,113	16,710	50,000	187,283	331,144	(143,861)	57%
2029	26,832	559.00	8.00%	187,283	1,855	1,773	0	214,197	372,012	(157,815)	58%
2030	28,978	603.72	8.00%	214,197	1,535	60,688	0	184,022	354,406	(170,383)	52%
2031	31,297	652.01	8.00%	184,022	1,727	11,284	0	205,763	388,170	(182,408)	53%
2032	33,800	704.18	8.00%	205,763	1,938	11,914	0	229,588	423,342	(193,754)	54%
2033	36,504	760.51	8.00%	229,588	1,281	101,515	0	165,858	368,353	(202,495)	45%
2034	39,425	821.35	8.00%	165,858	1,535	12,330	0	194,488	404,681	(210,193)	48%
2035	42,579	887.06	8.00%	194,488	0	320,140	100,000	16,927	126,194	(109,267)	13%
2036	45,985	958.02	8.00%	16,927	75	9,447	0	53,540	160,539	(107,000)	33%
2037	49,664	1,034.66	8.00%	53,540	338	19,725	0	83,817	186,538	(102,721)	45%
2038	50,657	1,055.36	2.00%	83,817	730	10,794	0	124,410	223,760	(99,350)	56%
2039	51,670	1,076.47	2.00%	124,410	1,220	2,382	0	174,919	272,046	(97,127)	64%
2040	52,704	1,097.99	2.00%	174,919	1,507	24,235	0	204,894	300,592	(95,698)	68%
2041	53,758	1,119.95	2.00%	204,894	921	112,842	0	146,731	240,090	(93,359)	61%
2042	54,833	1,142.35	2.00%	146,731	1,369	9,850	0	193,082	285,255	(92,174)	68%
2043	55,930	1,165.20	2.00%	193,082	1,770	16,088	0	234,693	326,794	(92,101)	72%
2044	57,048	1,188.50	2.00%	234,693	2,282	6,444	0	287,580	380,999	(93,419)	75%
2045	58,189	1,212.27	2.00%	287,580	2,704	17,165	0	331,308	427,319	(96,011)	78%
2046	59,353	1,236.52	2.00%	331,308	2,665	64,765	0	328,562	427,577	(99,016)	77%
2047	60,540	1,261.25	2.00%	328,562	3,140	14,538	0	377,704	481,202	(103,498)	78%
2048	61,751	1,286.48	2.00%	377,704	3,673	10,361	0	432,767	542,410	(109,643)	80%
2049	62,986	1,312.21	2.00%	432,767	2,738	158,953	0	339,538	454,128	(114,590)	75%
2050	64,246	1,338.45	2.00%	339,538	2,967	42,814	0	363,936	484,596	(120,659)	75%
2051	65,530	1,365.22	2.00%	363,936	3,605	3,397	0	429,676	558,406	(128,730)	77%
2052	66,841	1,392.52	2.00%	429,676	3,989	30,731	0	469,775	608,159	(138,384)	77%
2053	68,178	1,420.37	2.00%	469,775	4,662	3,603	0	539,011	689,286	(150,275)	78%
2054	69,541	1,448.78	2.00%	539,011	5,353	3,712	0	610,194	774,733	(164,539)	79%

MARIPOSA COURT HOMEOWNERS ASSOCIATION
ASSESSMENT AND RESERVE FUNDING DISCLOSURE SUMMARY
(CIVIL CODE SECTIONS 5300 and 5570)

Dated as of November 30, 2025

- (1) The current regular assessment per ownership interest is **\$450.00** 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 Board and/or members: **None**
- (3) Based upon the most recent reserve study and other information available to the Board of Directors, will current project 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?

Answer: No.

- (4) If the answer to (3) is no, what additional assessments or other contributions to reserve would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years?

Answer:

Approximate date assessment will be due:	Amount per unit
Fiscal Year 2025	\$25,000.00
Fiscal Year 2026	\$12,500.00
Fiscal Year 2027	\$12,500.00
Fiscal Year 2028	\$12,500.00
	\$62,500.00 Total

- (5) The following major components, which are included in the reserve study, are NOT included in the existing reserve funding: **None**
- (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 year is **\$308,319** based in whole or part on the last reserve study or update prepared by **SMS Reserves** as of **December 2024**. The projected reserve fund cash balance at the end of the current fiscal year is **\$60,215** resulting in reserves being **20%** percent funded at this date.

- (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 reported in the table 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 reported in the table below, leaving the reserve at the percent funded reported in the table below. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years is reported in the table below, leaving the reserve at the percent funded reported in the table below.

	Estimated Amount Required	Projected Reserve Fund Cash Balance	Percent Funded	Approved Project Fund Cash Balance	Percent Funded
Budget Year 1	\$274,721	\$60,809	22%	\$60,809	22%
Budget Year 2	\$307,330	\$128,035	42%	\$128,035	42%
Budget Year 3	\$331,144	\$187,283	57%	\$187,283	57%
Budget Year 4	\$372,012	\$214,197	58%	\$214,197	58%
Budget Year 5	\$354,406	\$184,022	52%	\$184,022	52%

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.

- (8) The Board of Directors of the association has **not** determined to defer repair or replacement of any major component.
- (9) The association **has no** outstanding loans with an original term of more than one year.
- (10) If applicable, the Association's CPA will disclose in the Association's year-end review and financial statements any amount of funds received from either a compensatory damage award or settlement to the Association from any person or entity for injuries to property, real or personal, arising out of any construction or design defects, and the expenditure or disposition of funds, including the amounts expended for the direct and indirect costs of repair or construction or design defects.
- (11) A summary of the reserve funding plan adopted by the Board, as specified in paragraph (5) of subdivision (b) of Section 5550 is enclosed. The full reserve study plan is available upon request.

The reserve study provider has relied on information, opinions, reports and statements presented to it by vendors, contractors, previous reserve studies, CPAs and/or other professionals in preparing the reserve study and relying upon this information, financial data and reports pursuant to Corporations Code 7231 in providing the association membership and/or prospective purchasers the information contained in this Assessment and Reserve Funding Disclosure Summary. The information contained within the reserve

study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information supplied to the reserve study provider by the client. Many assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to 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 thirty 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 thirty years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when accessing 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. The reserve study is only accurate for the one year of the current fiscal year. We recommend updating the reserve study annually for the most accurate analysis of your reserves.

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

Note: Civil Code Section 5570 provides as follows:

- (i) "Estimates remaining useful life" means the time reasonable calculated to remain before a major component will require replacement.
- (ii) "Major component" has the remaining used in section 5570. 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.

MARIPOSA COURT HOMEOWNERS ASSOCIATION

c/o NAM Association Management, Inc.

P.O. Box 10968

Pleasanton, CA 94588

(925) 495-4545

(925) 495-4542 Fax

www.neighborhoodam.com

INSURANCE DISCLOSURE SUMMARY FORM

Civil Code Section 5300(b)(9)

PROPERTY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$1,883,413
Deductible: \$1,000
Policy Period: September 19, 2025, to September 19, 2026

GENERAL LIABILITY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$1,000,000 per Occurrence/\$2,000,000 General Aggregate
Deductible: \$250 / \$1000
Policy Period: September 19, 2025, to September 19, 2026

EMPLOYEE DISHONESTY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$25,000
Deductible: None
Policy Period: September 19, 2025, to September 19, 2026

DIRECTORS AND OFFICERS LIABILITY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$2,000,000
Deductible: None
Policy Period: September 19, 2025, to September 19, 2026

UMBRELLA LIABILITY – No Coverage

EARTHQUAKE – No Coverage

FLOOD – No Coverage

This summary of the Association's insurance policies of insurance provides only certain information, as required by Civil Code Section 5300, 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.

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FEDERAL HOUSING ADMINISTRATION (FHA) DISCLOSURE
--

Civil Code Section 5300

- I. 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.
- II. This common interest development IS a condominium project.
- III. The association of this common interest development IS NOT certified by the Federal Housing Administration.

The above-referenced information is accurate as of November 1, 2025. You can obtain the most currently available information by checking the association's FHA certification status on-line at the U.S. Department of Housing and Urban Development website at <https://entp.hud.gov/idapp/html/condlook.cfm>.

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DEPARTMENT OF VETERAN AFFAIRS (VA) DISCLOSURE
--

Civil Code Section 5300

- I. Certification by the federal Department of Veteran 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.
- II. This common interest development IS a condominium project.
- III. The association of this common interest development IS NOT certified by the federal Department of Veteran Affairs.

The above-referenced information is accurate as of November 1, 2025. You can obtain the most currently available information by checking the association's VA certification status on-line at the Department of Veterans Affairs website at <https://vip.vba.va.gov/portal/VBAH/VBAHome/condopudsearch>.

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
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Date Form Completed

Check or Complete Applicable Column or Columns Below

Document	Civil Code Section Included	Included	Not Available (N/A) or Not Applicable (N/App)
Article of Incorporation or statement that not incorporated	Section 4525(a)(1)	X	
CC&Rs	Section 4525(a)(1)	X	
Bylaws	Section 4525(a)(1)	X	
Operating Rules	Section 4525(a)(1)	X	
Age Restrictions, if any	Section 4525(a)(2)		N/App
Rental Restrictions, if any	Section 4525(a)(9)		N/App
Annual Budget Report or Summary, including Reserve Study	Sections 5300 and 4525(a)(3)	X	
Assessment and Reserve Funding Disclosure Summary	Sections 5300 and 4525(a)(4)	X	
Financial Statement Review	Sections 5305 and 4525(a)(3)	X	
Assessment Enforcement Policy	Sections 5310 and 4525(a)(4)	X	
Insurance Summary	Sections 5300 and 4525(a)(3)	X	
Regular Assessment	Section 4525(a)(4)	X	
Special Assessment	Section 4525(a)(4)		N/App
Emergency Assessment	Section 4525(a)(4)		N/App
Other Unpaid Obligations of Seller	Sections 5675 and 4525(a)(4)	X	
Approved Changes to Assessments	Sections 5300 and 4525(a)(4)(8)	X	
Settlement Notice Regarding Common Area Defects	Sections 4525(a)(6), (7), and 6100	X	
Preliminary List of Defects	Sections 4525(a)(6), 6000, and 6100		N/App
Notice(s) of Violation	Sections 5855 and 4525(a)(5)	X	
Required Statement of Fees	Section 4525	X	
Minutes of Regular Board Meetings for previous 12 months, if requested	Section 4525(a)(10)	X	
Total Fees for These Documents			\$800.00

* 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 may be charged separately.

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INSURANCE DISCLOSURE SUMMARY FORM
--

Civil Code Section 5300(b)(9)

PROPERTY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$1,883,413
Deductible: \$1,000
Policy Period: September 19, 2025, to September 19, 2026

GENERAL LIABILITY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$1,000,000 per Occurrence/\$2,000,000 General Aggregate
Deductible: \$250 / \$1000
Policy Period: September 19, 2025, to September 19, 2026

EMPLOYEE DISHONESTY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$25,000
Deductible: None
Policy Period: September 19, 2025, to September 19, 2026

DIRECTORS AND OFFICERS LIABILITY

Insurer: Travelers Casualty Insurance Company
Policy Limit: \$2,000,000
Deductible: None
Policy Period: September 19, 2025, to September 19, 2026

UMBRELLA LIABILITY – No Coverage

EARTHQUAKE – No Coverage

FLOOD – No Coverage

This summary of the Association's insurance policies of insurance provides only certain information, as required by Civil Code Section 5300, 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.

Mariposa Court Homeowners Association
c/o NAM Association Management. Inc.

PO Box 10968
Pleasanton, CA 94588
925-495-4545 ext. 105
Fax: 925-4954542
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Owner Occupancy Report
June 1, 2026

Please note: The basis for preparation of this report is the primary mailing address which each unit has designated for delivery of Association Documents.

4	Units conveyed to owners
4	Units receiving mail at an on-site addresses
0	Units with designated off-site delivery addresses

Sincerely,

Alina Guzman

Alina Guzman
Escrow Department
925-495-4545 ext. 105
escrow@neighborhoodam.com