

# Residents' Handbook



**CYPRESS POINT LAKES**  
MOUNTAIN VIEW, CALIFORNIA



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*This is a living, changing document*

Every dynamic community experiences changes and this handbook, downloadable from our website at [cplakes.org](http://cplakes.org), will reflect them. So do check our website to ensure you are reading [the most recent revision](#).

*Conflicts in authority*

The contents of this document are subordinate to the CC&Rs (Covenants, Conditions & Restrictions), Bylaws and other governing documents of Cypress Point Lakes Homeowners Association and codes and ordinances of the City of Mountain View and laws of California. Any inconsistencies between this document and those authorities defer to the latter.

*Do not distribute outside of Cypress Point Lakes*

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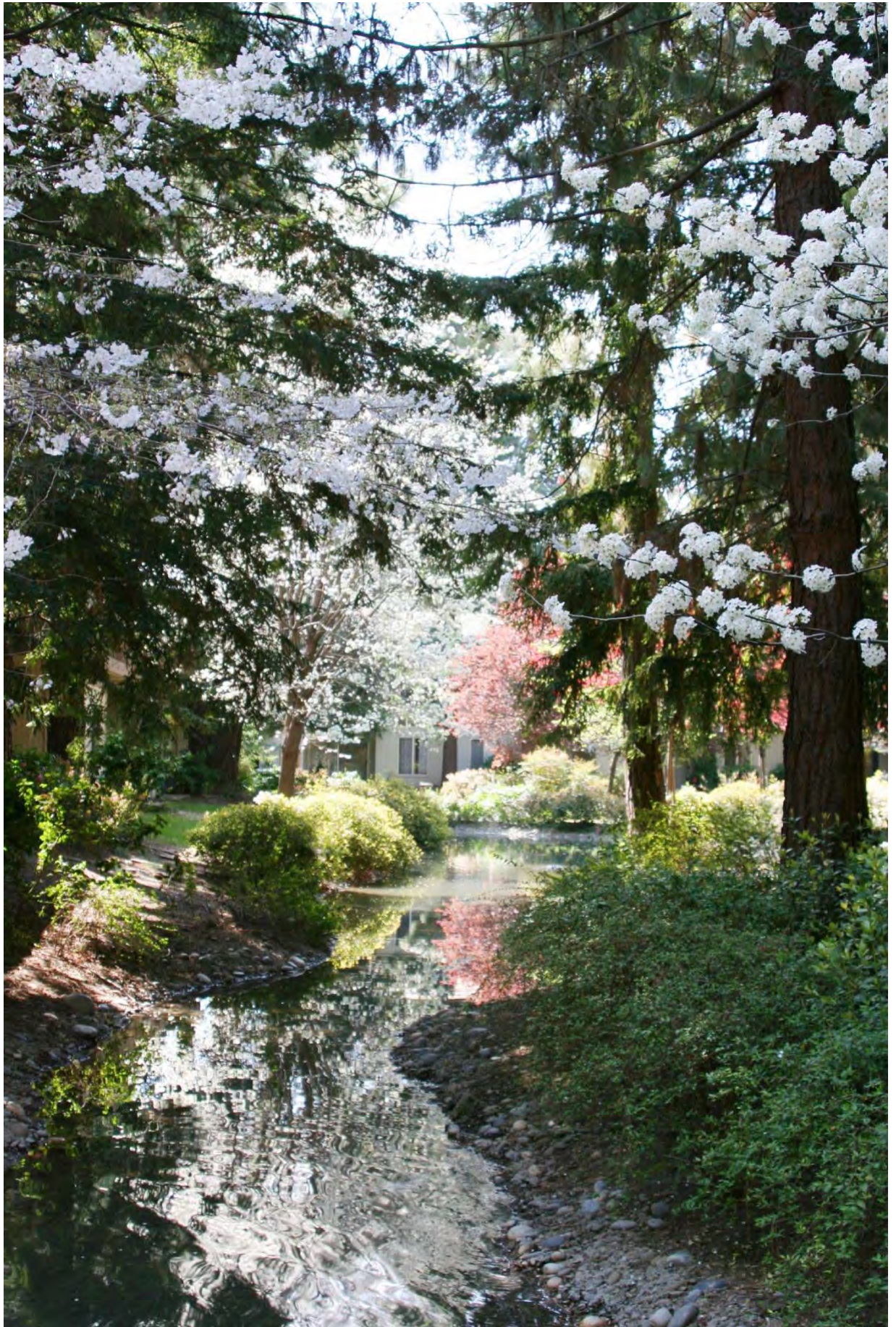
*Acknowledgements*

Much effort has been invested in creating architectural standards and in drafting residents' handbooks and architectural standards manuals for homeowners associations. Many dedicated people from other associations have labored to craft their versions and community management organizations have written publications describing the art.

This document was the product of countless hours of meetings, research, writing and review by people with many years of experience in common interest management.

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# *Welcome to our special community*

**T**he quality living environment we enjoy at Cypress Point Lakes is enabled by the direct involvement of our residents, who have actively assumed the responsibilities that attend its attractions. We participate in managing its finances and common grounds, writing its newsletters, maintaining architectural controls and rules, and planning social events to ensure a quality of life found in few places.

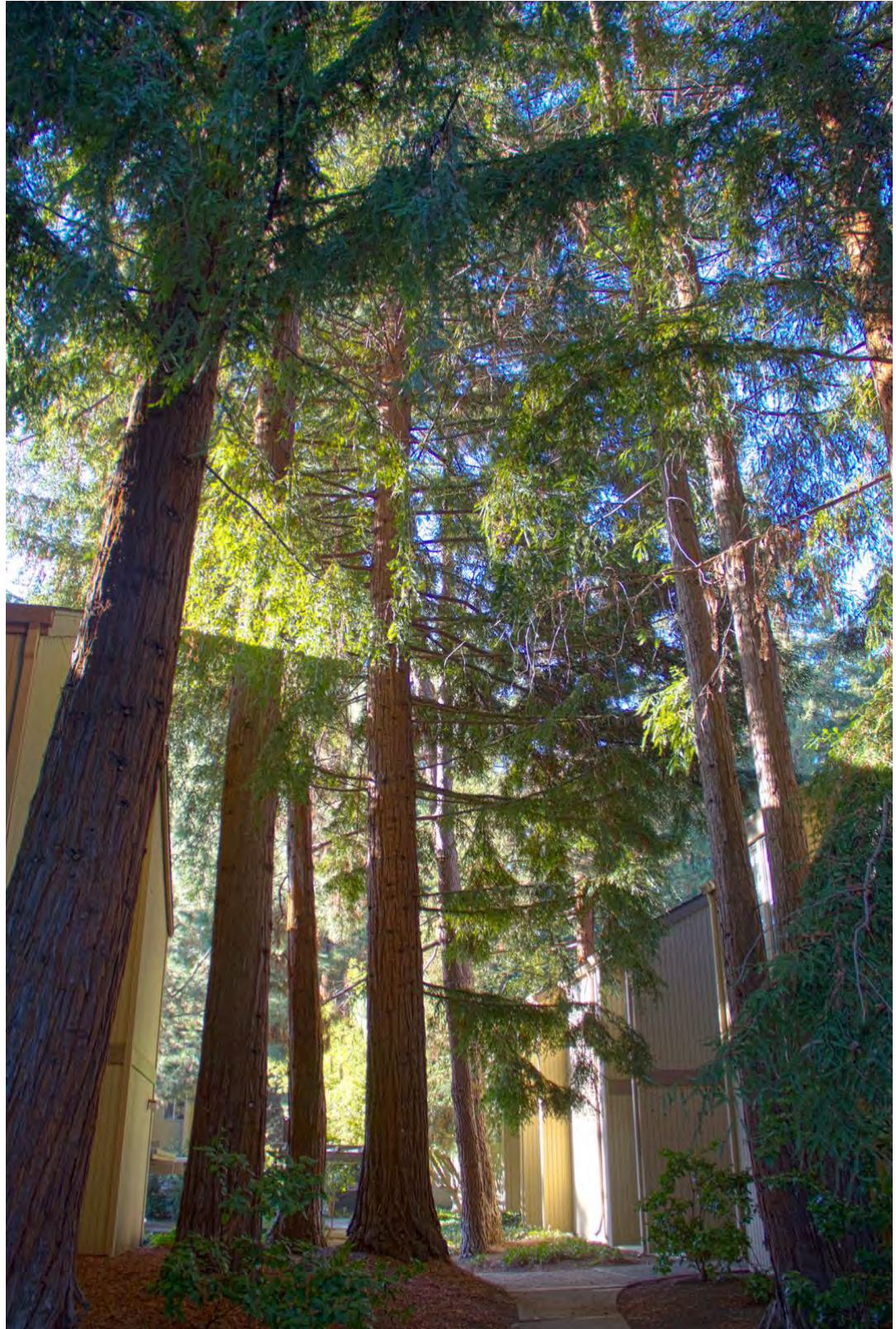
Our condominiums on fourteen acres and the environment we have nurtured at Cypress Point Lakes have attracted residents with diverse and considerable talents who participate on various committees and on our Board of Directors. Together, and through our careful selection and supervision of a professional Association Manager, we have created and we maintain a community of which you can be proud to be a part, and to which you can make your contributions in areas of finance, architectural review, buildings and grounds management, social/recreation, newsletter/communications and other areas. Whether you own or rent your condominium, you can make your interests known in any of these areas by contacting our Association Manager, or any member of a committee or our Board of Directors.

Special obligations are also incumbent upon our homeowners. If you have purchased one of our 302 condominiums, you have not only assumed  $\frac{1}{302}$  of the ownership of common assets, but  $\frac{1}{302}$  of the responsibilities for managing them as well. Costs of maintaining our community are measured in more ways than money. Your dues cannot adequately substitute for contributions of your time. It is important that we each assume our share of responsibilities. Please volunteer for a working committee of your choice or accept appointment as your name may come up on our roster every few years. And when you're not active on a committee or the Board, please support those who are by completing a ballot and attending our September Annual Meeting. Only your resolution to participate—to be hands-on involved in sustaining the quality of your community—can preserve that environment in which we have all invested.

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**Y**ou are about to read a short explanation about what Cypress Point Lakes is and how we operate. This will explain whom to call for what, rules, our insurance, the architectural standards and approval process, general information and answers to frequently-asked questions.

Please read this handbook, ask others in your household to read it and keep it handy.



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# What our association is

As members of a condominium association, we each have the benefits of sharing common facilities otherwise difficult to own individually, and of living in a nice condominium in a neighborhood whose quality we mostly determine—and with some terrific neighbors.

Attendant to a community like ours, with its higher density housing and shared common property, are collective responsibilities. We have an impressive talent pool for sharing management of those responsibilities.

Our Association, *Cypress Point Lakes Homeowners Association*, is a nonprofit mutual benefit corporation. This legal form allows us to

- enter into contracts
- own and maintain property
- levy and collect assessments
- become an employer
- buy insurance
- pay taxes
- borrow money
- formally agree on rules and authority



## Our Enabling Declaration (CC&Rs)

If you own a unit here, your purchase automatically bound you to terms described in our *Enabling Declaration*—also known as our *CC&Rs* (Covenants, Conditions & Restrictions). You received a copy before purchasing your unit. It is downloadable from our website at [cplakes.org](http://cplakes.org).

If you are renting your condominium from a homeowner, you also are bound by many of those terms and rules, many of which are summarized in this booklet; violation of those terms or rules may be a default under your lease so you should familiarize yourself with the *rules* section beginning on page 27 of this handbook.

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*All owners are bound to terms of our CC&Rs, downloadable from [cplakes.org](http://cplakes.org).*

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The CC&Rs make us possible; every homeowners association has one. It is a comprehensive description of the Association's rights and owners' rights, of administration, membership, property and voting rights, maintenance and assessments, duties and powers, use restrictions, architectural controls, protection, and other provisions.

Ultimately, almost every Association activity is governed by or affected by the CC&Rs. By reading them you may gain insights into why a committee or the Board acts in a particular way or why we have regulations and obligations to enforce them. If you are an owner it also will help to prepare you for taking your turn on the Board or on a committee.

## Your condominium

Your condominium, or *unit*, is your most obvious asset at Cypress Point Lakes. It is principally what motivated you to purchase.

Ownership of the living area is sometimes described as *the air space from the paint on the walls, inward*.

Owners are responsible for the maintenance of items interior to their units, such as wall texturing and painting, carpeting, light fixtures, switches, outlets, electrical panels, cabinets, appliances, plumbing fixtures such as shower fixtures, toilets, sinks, tubs, water feeds to such fixtures. Owners also are

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*Owners are responsible for maintenance of items interior to the units, such as wall texturing and painting, carpeting, light fixtures, switches, outlets, electrical panels, cabinets, appliances, tub and shower fixtures, toilets, sinks, water feeds to such fixtures, windows, screens, screen doors, the door to the patio or deck storage closet and front door.*

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responsible for windows, window screens, all screen doors, the door to their storage closet on their patio or deck and their front door.

However, the types of doors and the paint on the outside of the doors is controlled by the Association. The Association usually paints the outside of front doors when buildings are painted.

Because of our common design elements and proximity of our units to one another, additions and improvements made by one neighbor can affect the property values of the rest of us. To this extent, common interests do affect what you can do with the exterior of your unit as well as window coverings. They also affect modifications to inside load-bearing walls. Protections are afforded us by our CC&Rs as *architectural controls*. Any change you wish to make outside that will be visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window, must be approved by the Architectural Control Committee (ACC). Also, certain changes to flooring and changes to inside walls that may affect their load-bearing properties or sound transmission must be approved. See *When to apply for approval* beginning on page 47 of this handbook.

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## Common area

If you are an owner, when you purchased your unit you also purchased a proportionate, undivided interest in the other *common* areas. This includes the sidewalks, driveways, parking areas, buildings, two pools, two tennis courts, hot tub, a clubhouse, gazebo, laundry buildings, exterior lighting, trees, landscaping and other physical assets.

Common areas also include the building structures, items internal to the wall and behind wall-mounted junction, switch, outlet and electrical panel boxes, like wiring, most plumbing, etc.

Part of the dues you pay each month goes toward the maintenance and replacement reserve funds for these assets.

Certain common areas are termed *restricted*, that is, they are reserved for your exclusive use. These include your private patio, deck or balcony and designated carport. Although the Association is generally responsible for maintaining these areas, others are restricted from using them.

Common areas, even restricted common areas designated for your exclusive use, are protected by the CC&Rs from uncontrolled changes. Also, they may not be used for storage. (See *The architectural review process* on page 45 of this booklet.)

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*Common area includes everything you see outside of your condominium as well as building structures, items internal to the wall and behind wall-mounted junction, switch, outlet and electrical panel boxes, like wiring, most plumbing, etc.*

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## Committees

These groups are the means by which you can involve yourself and make things happen at Cypress Point Lakes.

Some committees are permanent (standing). Such committees include the Architectural Control Committee (ACC) and Buildings and Grounds Committee. Others are more transient (ad hoc). For example, a Budget Committee may be appointed each April as we begin to prepare our budget or as our Board directs. A Rules Committee may be appointed to develop or amend rules, to help resolve disputes or complaints, or to perform other activities consistent with its charter. Still other committees are possible. If you have an idea for a new committee, club or group, you can start it—or you can join others in existing committees. Either way, you *can* affect how Cypress Point Lakes operates.

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## Board of Directors

Your Board of Directors, made up of seven unpaid, elected volunteers, directs our affairs. They meet monthly to review and make decisions about our finances, common area maintenance, legal issues, contracts, liabilities, committee proposals, and countless other issues affecting us. They supervise a professional Association Manager engaged by the Association to manage our day-to-day affairs.

While organizing our Association in 1980 and '81, we resolved that our management would always reflect our desire for flexibility and responsiveness. Our Board has always welcomed those who attend its regular meetings and is receptive to ideas and requests.

*Directors value your input.*

Generally, Board members are elected after having gained experience and knowledge about our Association by having served on one or more committees. Committees are an excellent way to learn how we operate.





Each September at our Annual Meeting, we elect Directors for two-year, staggered terms. If you are an owner, your vote in our elections helps determine who our seven Board members will be.

If you have never been a member of an *HOA*, an important note: Our Board elections can affect you much more directly and significantly than most other Association or club elections you may have participated in. Our Board is our business management body managing a budget of hundreds of thousands of dollars, numerous assets, dealing with serious legal issues and making decisions affecting the value of approximately a *quarter-of-a-billion dollars* in real estate. Our Board of Directors is not a social club. Please, elect it seriously and serve on it conscientiously.

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## *You and the Association*

*You are responsible for more than your unit.* Though many of us have tremendous demands upon our time, none of us is exempt from sharing in the responsibilities for our oversight or consequences of neglecting our collective obligations. If you are an owner, please consider volunteering for one or more committees or serving on our Board of Directors. And please support others when they take their turns serving.



# General information

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## *Please keep your contact information current*

Owners, it is important we be able to contact you and send information affecting your unit if needed. Please keep your contact information updated by signing into your account at [cplakes.org](http://cplakes.org) and then clicking *Account Settings* in the upper-right. Also, please include information for an emergency contact. Should something happen to your property or an alarm goes off, someone may need to reach you. (Your contact information is for Association use *only*.) There is no guarantee that you will be called in case of an emergency, but we would hate to be without your number should such a need arise.

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## *Whom to contact*

### *General guidelines*

Occasionally, you may have a question or problem with which you need assistance. Generally, **if you own your unit**, you should contact our management company, Association President or appropriate Board or committee member. Contact information is listed on our website at [cplakes.org](http://cplakes.org) and in our newsletter. **If you rent your unit**, you should contact your rental manager or the person from whom you rented your unit.

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*Contacts information is available on our website at [cplakes.org](http://cplakes.org).*

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A [list of contacts](#) is on our website at [cplakes.org](http://cplakes.org).

### *About payments*

We all pay dues or rent regularly. Just as individual households have expenses, collectively we have ours. Whether you are an owner or renter, please make your payments promptly.

**Renters:** Every month or as previously arranged, you send your rent payment to your rental manager or person from whom you rented your unit.

**Owners:** Your dues are due on the first of each month and become delinquent on the 15<sup>th</sup>. Your payment should be made out to “Cypress Point Lakes.” (or “CP Lakes”). Your dues, assessments and other payments should be sent in care of the party indicated on your statement. This will be a bank or our association management company.

You can also use the online payment system provided by our management company, Community Management Services. Should you have questions about charges on your



statement, please call the accounts receivable department at Community Management Services, Inc. at 650-961-2630.

Note, any statement you receive *is not a bill*, but rather a statement sent for your convenience that summarizes dues and other assessments accrued and paid. The date your payment is due is not determined by when the statement is sent but rather is prescribed in our CC&Rs. (See *Delinquency and Collection Policies and Practices*, below.)

### *How dues are determined*

Dues owners pay cover our operating expenses as well as funding for reserves to replace physical assets as they naturally age. The dues amount is determined from historic expenses, projected expenses, anticipated changes in utilities fees and services vendors fees, as well as contributions to ensure

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*Owners' monthly assessments are due on the first day of the month and delinquent if not received by the 15<sup>th</sup>.*

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sufficient reserves to meet requirements determined by periodic reserve studies. By law, we are required to commission a reserves study at least every three years. Finally, dues for our specific floor plans are calculated using a formula described in exhibits 'A' and 'B' of the amendment to our CC&Rs passed in 1979. Our CC&Rs with amendments is available on our [website](#).

- ☞ Every September we send our members our Annual Statement, listing recalculated dues for the upcoming fiscal year, which runs from October to September. *Please remember to update the dues you send starting in October to avoid paying late fees in the event of a dues increase.*

### *Delinquency and collection policies and practices*

The following summarizes our Cypress Point Lakes Delinquency and Collection Policies for homeowners: Monthly assessments are due on the first day of the month and are delinquent if not received by the 15th. In case of delinquencies, payments received are applied to the earliest accrued assessments first. A reasonable late charge equal to the greater of ten dollars or ten percent of the delinquent assessment or the maximum rate permitted under Section 1366 (c) (2) of the California Civil Code shall be charged. Any delinquent assessment shall bear interest from the delinquency date at the rate of the greater of twelve percent per annum or the maximum rate permitted under Section 1366 (c) (3) of the California Civil Code. The Association can also take legal action (suits, liens and foreclosure) to collect delinquent dues. A lien will be filed for assessments overdue after 90 days. Foreclosure proceedings are commenced for assessments overdue after 6 months. Legal fees, court costs and interest can be collected by the Association in enforcing payment of delinquent fees.

### *To report security problems*

#### *Fire*

**Dial 911.** Fire extinguishers are located by every front door and near all carports. However, unless you can contain a fire *quickly*, call the fire department. Accidents

happen, but if you delay out of fear or embarrassment, damage can be swift and extensive because of our common attics, wood construction and high density.

### *Criminal Activity*

Report burglaries, thefts, break-ins, violence, etc., directly to the police. When life or property is in immediate peril, **dial 911**. For less urgent matters call the police department at 650-903-6395. Then call the management company at 650-961-2630 or e-mail our manager at [manager@cplakes.org](mailto:manager@cplakes.org) so the Board of Directors can be informed and we can warn others of the problem.

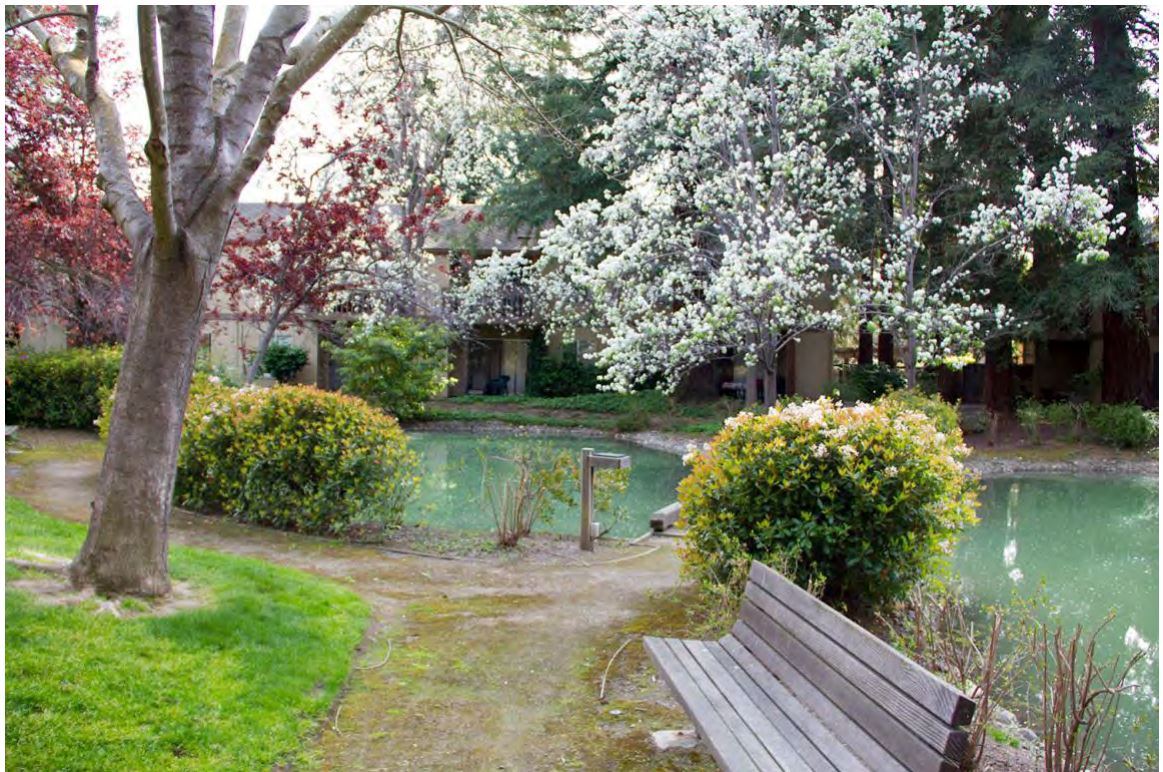
### *Abuse to Facilities*

Please call the police at 650-903-6395. Then, call the management company or your rental manager. Vandalism has been very costly for us. Much is caused by the same people, and unless they're caught, they'll do it again. People you see damaging our property are damaging *your* property.

### *Unauthorized parking*

Our parking and vehicle rules are located [here](#).

Each unit has a reserved parking space. Generally, covered spaces are reserved and open spaces are unreserved. Many of us have experienced irritation in coming home and finding another car in our parking space. Usually, it belongs either to a visitor whose host has failed to inform of our parking regulations, or to another resident temporarily parked to unload something. You may write a windshield note asking the driver to please park in an uncovered, unreserved parking space. Should the problem persist, contact the [management company](#) with the license number, vehicle description, location and any information you may have about the vehicle owner.





A vehicle parked in a fire lane is in violation of California Vehicle Code and may be cited and/or towed, unless the emergency lights or flashers are on to indicate the vehicle is parked temporarily for loading or unloading. A vehicle parked in a fire lane in event of an emergency may be legally removed by emergency personnel using any means available, even if it results in destruction of the vehicle. Keep fire lanes clear!

### *72 hour spaces*

Spaces marked “72 hours” are restricted to 72-hour parking, which means 72 hours *cumulative* in any consecutive 7-day period in *any* such space for any vehicle. Simply moving a vehicle from one 72-hour space to another does not reset the clock. Please respect the time limit to ensure we have sufficient short-term parking for visitors and for residents who may need a convenient space for loading or unloading or other short-term use.

In the back of this booklet is a [Courtesy Notice](#) form that you can copy and place on the windshield of a vehicle in violation of these or other vehicle rules. In the case of repeating violators, documenting the date, time, location, vehicle make and model, and license number for violations will provide our Board what they need to levy a fine. (Please ensure you record this information when placing the form on the windshield.)

In cases where a vehicle has been illegally parked for an extended period or is blocking an access, parked in a handicapped space without a proper permit, parked in a fire lane or parked within 15 feet of a fire hydrant and the vehicle owner cannot be located, we may have the vehicle towed. Contact our management company should you feel towing is the only viable recourse.

### *Other Security Problems*

Report other security problems to the management company or your rental manager. For problems you believe significant, request that they be brought to the attention of the Board of Directors.

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*Spaces marked “72 hours” are restricted to 72-hour parking **cumulative** in any consecutive 7-day period in **any** such space for any vehicle.*

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### *To report maintenance problems*

**If you own your unit**, first determine whether responsibility for maintenance of the item is yours or the Association's. Owners are responsible for the maintenance of items interior to their units, such as wall texturing and painting, carpeting, light fixtures, switches, outlets, electrical panels, cabinets, appliances, plumbing fixtures such as shower fixtures, toilets, sinks, tubs, water feeds to such fixtures. Owners also are responsible for windows, window screens, all screen doors, the door to their storage closet on their patio or deck and their front door. If you ever have questions about who is responsible for something, please call our management company.

Report repair items for [common areas](#) for which the Association has responsibility to our management company. [Contact information](#) is on our website and in our newsletter. Otherwise, you should make your own arrangements for your repairs. If you wish, you may call our management company for the name of a contractor. However, the name of any contractor would be provided only as a courtesy and at your request. The Association, Board and committee members, management company, or other person providing such referral *can make no representations about the competence, licensing,*

*insurance, quality of work or make any other claims or warranties with respect to this vendor and expressly disclaim any responsibilities for services or products provided by such contractors or consequences of performance. You assume all risks for engaging the person or company in the referral.*

If you believe your repairs might affect common property as well as your own, please call and coordinate with [our management company](#). It may be possible for the Association to arrange for the repairs and bill you back for any services particular to your unit.

**If you rent your unit**, for repairs please contact your rental manager or the person from whom you are renting. Of course, if you need to report an emergency situation where property is in immediate jeopardy and you cannot reach that person quickly, call our management company. If you still are unable to contact your rental manager or our management company in such a case, you may contact a contractor yourself to have the necessary repairs done. Then contact our management company.

**Whether you own or rent**, please try to exercise some patience while we arrange for repairs. We try to complete emergency repairs quickly. However, anytime anyone is dispatched to repair, ultimately you pay part of the costs. Therefore, for many routine repair items we try to minimize those costs by preparing work orders with more than one item, which can result in some delay.

This is *our* neighborhood. We own our driveways, parking areas, and other common areas and are responsible for keeping them clean. So, if you pass by a bottle or a paper cup someone has discarded, please help your neighbors out by picking it up and putting it into your trash. Let's all help!





### *To reserve the clubhouse or gazebo*

The clubhouse and gazebo can both be rented by any resident for private functions any day of the week, as long as arrangements are made no later than 14 days in advance. Pre- and post-event inspections of the facility must be made before you may be released from responsibility for any cleaning fee or damage repayment obligation. Please see [more information](#) on reserving these facilities in the *Rules* section of this handbook.

### *For pest control*

We want to keep our complex free of certain uninvited guests. Therefore, please do not leave food outside for pets or animals. Should you have a problem with insects, raccoons or rodents, please call our management company.

### *About neighbors and rules violations*

A tradeoff of the benefits of our high-density living environment is that some of our habits and behavior may affect others. By agreeing to a body of rules, we can minimize problems. But more importantly, we must all exercise tolerance and consideration for our neighbors.

If you ever feel you need relief from something your neighbor does, please approach and discuss it with him or her. Usually you will find your neighbor very understanding and cooperative. And if you are the one approached, please be as cooperative as you can. A homeowners association has obligations and considerable powers to enforce rules compliance. Exercising those powers can be much more unpleasant than cooperating to resolve your neighbor's problem.

Only as a last resort, if your neighbor is not cooperative and you feel you have been more than tolerant, contact our [management company](#) or your rental manager.

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*If you ever feel you need relief from something your neighbor does, please discuss it with him or her. And if you are the one approached, please be as cooperative as you can in resolving issues amicably.*

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### *For TV and internet*

[Comcast](#) is the largest television cable provider in our area and markets a range of services—from basic cable to premium packages. Most of our residents use the subscription cable connection, although an inside antenna remains an option. AT&T U-verse also offers TV and internet service. Still another option, residents may place a freestanding dish antenna of less than one-meter diameter on a tripod or other mount on their deck, patio or balcony that does not damage any wood surface or prevent water from evaporating, causing dry rot.

The physical coax cable you see on the exteriors of our buildings belongs to the Association and may not be removed. Should you not wish to use it, please do *not* cut or remove it but rather neatly coil and leave it on the exterior for possible future use. Cutting permanently damages its effectiveness regardless of repair or extension method that might be used later.

### *For approval to modify your unit*

The value of a unit can be affected by the appearance of other units nearby. Therefore, to protect our homeowners, lenders, and the City, our CC&Rs provides for a system of review and approval for exterior or some interior changes homeowners may wish to make to their properties.

Almost any exterior change visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window, must be approved by the Architectural Control Committee (ACC). (See the lists of examples of changes requiring approval, and those that do not, under [How to get approval of your project](#) on page 47.

You may apply for ACC approval online. Alternatively, you can use the form on page 62 of this handbook. In your application, please include a complete description of the proposed changes and enclose detailed sketches, drawings, dimensions, model numbers and colors if appropriate. Attach additional pages if needed. Include all information the Committee will need to make a decision. Should the committee have to defer a decision because of inadequate information, your project may be delayed. For more information about the approval process, refer to the [Architectural Review Process](#) section of this handbook beginning on page 45.

### *For Association government*

Contacts for management, Board, and committees are available [online](#) and in our newsletter.

If you have an item of general concern to the rest of us, please attend one of our regular Board meetings. Meeting dates are posted online at [cplakes.org](#), on the clubhouse bulletin board, by the mailboxes and in the newsletter. Like you, Board members are residents and we all share many of the same interests. Let's talk.

If it is impossible for you to attend a meeting, please contact us by other means. The most effective way to be sure your non-emergency suggestions, complaints, or requests are brought to the attention of our management or Board is by writing them in an e-mail to [manager@cplakes.org](mailto:manager@cplakes.org), which our manager can then respond to and/or distribute to directors.

When you write your note, please *write unto others as you would have them write unto you*. Board members are your neighbors—volunteers contributing their time for you. (Some day you may be one of them.)

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*Almost any exterior change visible from any other place in our neighborhood, as well as certain interior changes, must be approved by the Architectural Control Committee.*

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## Waste disposal and recycling

Recology contracts with the City of Mountain View for removal of trash, recycled materials and residential waste. A handy chart for trash disposal and recycling at Cypress Point Lakes is located [here](#).

Hazardous waste materials, quantities of building materials, large bulky materials, household furniture and appliances, including sofas, carpeting, mattresses, appliances and the like *must not* be placed into our dumpsters or discarded anywhere on the grounds. Proper disposal of such materials is discussed below.

### Garbage

All garbage should be placed into securely tied garbage bags before placing into dumpsters. Except on certain holidays, normal trash pickup is on Fridays. Used motor oil and household chemicals should not be placed in or near trash bins.

### Recycling

A chart indicating how to recycle is [here](#) in this document. Residents are encouraged to donate still-useful items in good condition to local charities such as Goodwill Industries or Salvation Army.

### Cardboard

Large packing and moving boxes *must be cut down and flattened* and placed into designated [cardboard recycling bins](#). Please do not place boxes longer than 18-inches into recycling bins marked “Paper,” but rather into the large bins marked “Cardboard.”

### Disposal of large items

To properly dispose of a mattress, appliance, furniture or other large item, Recology Mountain View allows each resident up to three special pick-ups per year, at no charge. Call (650) 967-3034 to schedule an appointment. Additional information is available from the City [here](#).

Recology's current policy is that special items should be left at the curb along Cypress Point Drive or Central Ave, *not* in a parking lot or dumpster area. Be sure to agree upon a location during your phone call. To minimize an unsightly mess, please deposit your item no earlier than the evening prior to pickup and attach a note with your unit number and the scheduled pickup date.

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*Boxes must be cut down and flattened, and placed into designated [cardboard recycling bins](#). Please do not place boxes longer than 18-inches into recycling bins marked “Paper,” but rather into the large bins marked “Cardboard.”*

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*When moving out, please do not leave used items by mailboxes or dumpsters. Please follow these guidelines for disposal and donation!*

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*Hazardous liquids, motor oil, batteries and environmentally sensitive waste*

Please see [this onsite reference](#) regarding disposal of such potentially hazardous waste.








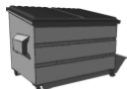
*Please donate used items in good condition*

Items in good condition may be donated to Goodwill Industries ([goodwill.org](http://goodwill.org)) or Salvation Army ([salvationarmyusa.org](http://salvationarmyusa.org)) or other charity. Goodwill Industries has a convenient dropoff nearby at 855 E. El Camino Real, Mountain View near Highway 85. Or you may contact the Salvation Army at 1-800-95TRUCK to arrange a pick-up; they take things at the driver's discretion and can refuse a pick-up.



# Disposing, Recycling & Donating

Abandoning items on or adjacent to Association property may result in a fine. Items must be disposed of as indicated. For **free disposal** of other items call Recology at **650-967-3034** or go to **cplakes.com/disposal**

ITEM/MATERIAL	MAP SYMBOL	PLEASE DISPOSE OF IN	
TRASH FOR LANDFILL		Trash Dumpster	
CANS/PLASTIC/GLASS RECYCLABLES (No light bulbs)		Recycling bins labeled for <b>Cans/Plastic/Glass</b>	
PAPER, NEWSPAPERS, CARDBOARD (up to 18")		Recycling bins labeled for <b>Paper/Newspaper/ Small cardboard</b> (up to 18")	
CARDBOARD & BOXES (over 18"); please cut down and flatten boxes		Cardboard Dumpsters (3)	

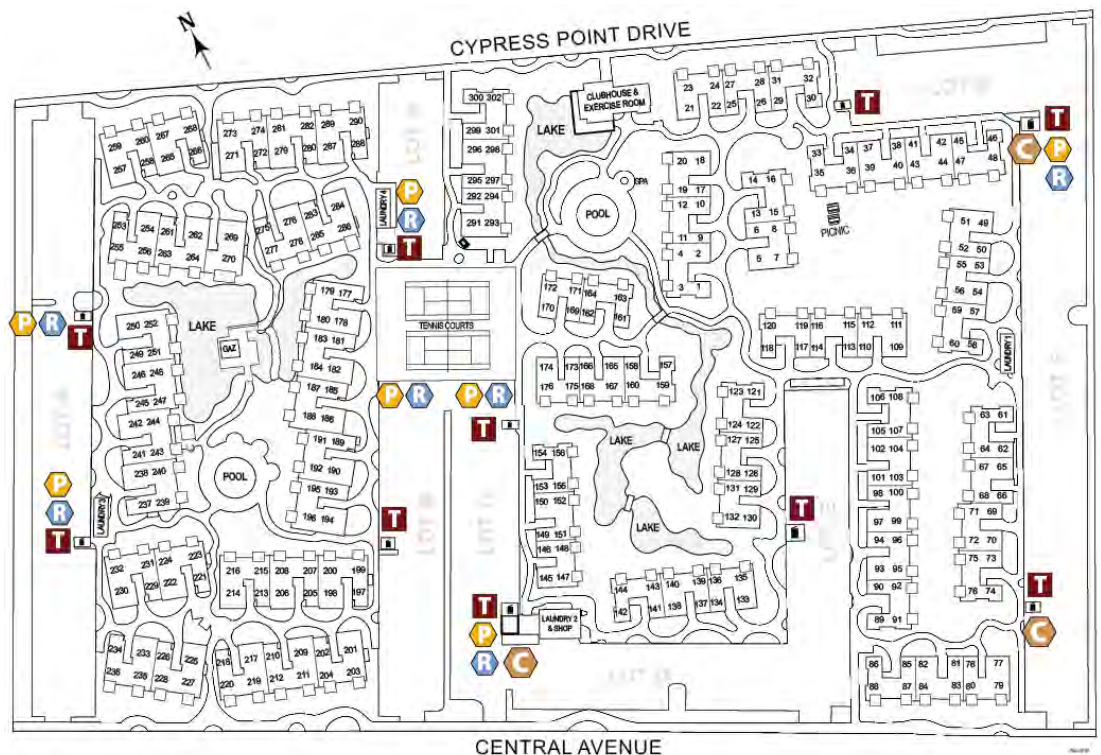
## ITEMS FOR DONATION

Useful items may be donated to Goodwill Industries (goodwill.org), at 855 E El Camino Real past Hwy 85 on the right. Items may *not* be abandoned on or by Association property.

### Disposing Other Items

Mattress • Appliance •  
Furniture • Used motor oil  
• Paint • Solvents •  
Batteries • Light bulbs,  
CFL • E-waste • Other  
items

Disposal information at  
**cplakes.org/disposal**  
or Recology at  
**(650) 967-3034**



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## Exterior maintenance

Irrigation, landscaping and building maintenance of our common areas is performed by contractors engaged by our Association.

You may have seen a neighborhood where one condominium with neglected maintenance affected the appearance (and property values) of nearby condominiums. Our CC&Rs protects our property values by requiring each of us to maintain in attractive condition the exteriors of our units.

Please keep the outside of your unit clear of debris, do not use your patio, deck or balcony for storage and do not store items where they will be visible from the outside. Residents may not store or plant anything on common area although plants and furniture designed for outdoor use are allowed on restricted common area like patios, decks and balconies.

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## Security

### *Emergency access to units*

If no one is home and a fire/smoke alarm is sounding in a unit, or water is flowing from it, or other emergency exists, the Association must be able to access the unit. If a condition exists which would be reasonable cause to suspect significant damage is imminent, our CC&Rs allows agents of the Association or emergency personnel to enter your unit, by force if necessary. This could result in damage to a door or window. You may wish to arrange to provide a key to your unit to a neighbor you trust.

### *Crime prevention*

We employ a security service for clubhouse security and lockup and random tours or other light duty as needed. This service is very expensive and is not intended to be a significant part of any crime prevention program. Crime prevention is by other means.

### *What you can do for everyone*

We have a security problem characteristic of a large complex: Burglars realize people in a high density living environment with rentals are used to seeing strangers. They count on this for anonymity and relatively free access. Our defense is an effective Neighborhood Watch Program. This means each of us should get to know the people who live around us—so we can keep an eye out for each other.

So, meet neighbors you don't already know. You may wish to have an arrangement with a couple of neighbors you know and trust to exchange house keys for emergencies, to call

the police should an alarm sound or should a suspicious person appear to loiter around yours or your neighbor's unit.

One can always be friendly and ask a stranger if he "needs help finding someplace." Someone who belongs will appreciate your help. Someone with ill intentions will know he's been noticed, may be recognized if he does try something, and may leave.

Your awareness and healthy suspicion is essential to our Neighborhood Watch Program.

### *What you can do for yourself*

In some homeowners associations, after a rash of burglaries the victims and neighbors may approach the Board with requests for increased security patrols, fences, special gates, alarms, and so on. Certain measures can be taken by a Board that will provide cost-effective protections. However, after proposing options and requesting bids, an analysis often determines such options to not be cost-effective when compared with more effective security measures each resident can take individually. Instead of raising everyone's dues to cover less effective general security, the more cost-effective solution is each homeowner making a one-time investment in quality security hardware.

Law enforcement officials have recommended door locks with these characteristics:

- Dead bolt throw should be at least one-inch long.
- The bolt should be constructed with a case-hardened steel roller in the center. The roller will spin if someone attempts to saw through.
- The cylinder guard should have a non-crushable, hard outer edge tapered or angled at approximately eleven degrees. This reduces the chance of a tool twisting off the lock. Some have a tapered outer ring that spins.
- The case or trim should be solid brass, bronze or steel.
- The exterior part of the lock (trim) should be connected to the inside portion with connecting rods (bolts) at least one-quarter-inch in diameter.
- The mechanism of the lock should contain a five-pin tumbler system.
- The strike plates should be secured to the doorjamb with at least four screws, three-to-four inches long, anchoring securely into the wall stud.

The Association relaxes architectural controls to allow owners to equip front doors with locks, deadbolts, or other common security devices without seeking ACC approval, so long as they are visually unobtrusive and do not significantly impact structures. If you have questions about security modifications you'd like to make, don't hesitate to contact our [manager](#).

Some other security precautions you can take:

- Install a home alarm system. (Note: the City of Mountain View requires that an alarm be registered with the police department.)
- Use a locking pin in your rear sliding glass doors.
- Engrave your personal property with your driver's license number. Photograph items you can't mark. You can borrow an engraver free from the police department or public library.
- Inventory your property, complete with serial numbers.
- Leave a light on or set a timer to turn on a light in the evening if you are away.



- Arrange to have a neighbor collect your mail and newspapers while you're gone. Or ask the Postal Service to hold your mail delivery until you return.
- Install a security camera. Please see our [security camera standard](#).
- Don't leave a key under a doormat, flower pot, or other common hiding place. If you wish to have a second key in case of becoming locked-out, consider trading keys with a neighbor you trust.

## Fire

We do have fire risk at Cypress Point Lakes. Therefore, we bear special responsibilities to each other to minimize that risk.

- Our fire lanes are clearly marked and we are obligated to keep our vehicles and those of our visitors clear from them.
- Test your smoke alarms periodically. Many of us have smoke alarms that are not connected to any centralized monitoring station. So if you hear a neighbor's alarm sound for more than a few seconds, please investigate.
- We have fire extinguishers by every front door and near all carports. They are suitable for extinguishing all types of fires, including oil and grease fires. Each has a pressure gauge. If you notice that the pressure is outside the proper range, please report that to our management company.
- Keep at least two fire extinguishers in your unit, one in the kitchen and at least one more in another strategic location. They should be suitable for extinguishing all types of fires, including oil and grease fires.
- We have fire hydrants located throughout the development.
- Fireworks and other hazardous materials may not be stored on the property.
- Do not leave your gas fireplace on when it is unattended.
- We count on each other to keep our units free of fire hazards and to be *very careful*!

If you see any fire hazard, please call our management company.

Accidents happen, but a delay in calling the fire department out of fear or embarrassment can cause significant damage under our circumstances. Unless you can contain a kitchen or other fire *immediately*, **call the fire department at 911**. Please, we count on each other to protect our homes.

## Earthquake

Would you be ready to ride it out if an earthquake hit today? These tips on what to do before, during and after an earthquake were developed by the California Governor's Office of Emergency Services to help you get ready to ride it out!

### *Before an Earthquake*

How well you, your family and your home survive an earthquake often depends upon how well you prepare beforehand. Develop a family and neighborhood earthquake plan. The following checklist will help you get started:

- ✓ Prepare an emergency kit of food, water and supplies including a flashlight, portable, battery-operated radio, batteries, medicines, first aid kit, money and clothing.

- ✓ Know the safe spots in each room – under sturdy tables, desks or against interior walls.
- ✓ Know the danger spots – near windows, mirrors, hanging objects, fireplaces and tall, unsecured furniture.
- ✓ Conduct practice drills so you and your family know the safe locations in your home.
- ✓ Decide how and where your family will reunite if separated during a quake.
- ✓ Choose an out-of-state friend or relative that family members can call after the quake to report their whereabouts and conditions.
- ✓ Learn first aid and CPR (cardiopulmonary resuscitation).
- ✓ Learn how to shut off gas, water and electricity in case the lines are damaged. (**Safety note:** Do not attempt to relight the gas pilot. Call the utility company).
- ✓ Secure major appliances as well as tall, heavy furniture, hanging plants, mirrors and picture frames (especially those over beds).
- ✓ Keep breakables, heavy objects, flammable or hazardous liquids (paints, pest sprays and cleaning products) in secured cabinets or on lower shelves.
- ✓ Organize your neighborhood to be self-sufficient after a quake.

### *During an Earthquake*

- ✓ If indoors, stay there. Get under a desk or table or stand in a corner.
- ✓ If outdoors, get into an open area away from trees, buildings, walls and power lines.
- ✓ If in a high-rise building, stay away from windows and outside walls. Get under a table. Do not use elevators.
- ✓ If driving, pull over to the side of the road and stop. Avoid overpasses and power lines. Stay inside your car until the shaking is over.
- ✓ If in a crowded public place, do not rush for the doors. Crouch and cover your head and neck with your hands and arms.

### *After an Earthquake*

Unless there is an immediate, life-threatening emergency, do not attempt to use the telephone. After a quake, be sure to:

- ✓ Check for gas and water leaks, broken electrical wiring or sewage lines. If there is damage, turn the utility off at the source. Immediately report gas leaks to your utility company. Check for downed power lines; warn others to stay away.
- ✓ Check your building for cracks and damage, including the roof, chimneys, and foundation.
- ✓ Turn on your portable radio for instructions and news reports. For your own safety, cooperate fully with public safety officials and follow instructions.
- ✓ Do not use your vehicle unless there is an emergency. Keep the streets clear for emergency vehicles.
- ✓ Be prepared for aftershocks.
- ✓ Stay calm and lend a hand to others.

- ✓ If you evacuate, leave a message at your home telling family members and others where you can be found.

The first 72 hours after an earthquake are critical. Electricity, gas, water and telephones may not be working. In addition, public safety services such as police and fire departments will be busy handling serious crises. You should be prepared to be self-sufficient (able to live without running water, electricity and/or gas, telephones and assistance from safety services) for at least three days following a quake. To do so, keep on hand in a central location the following:

### *Can you endure at least three days?*

- ✓ Food. Enough for 72 hours, preferably one week.
- ✓ Water. Enough so each person has a gallon a day for 72 hours, preferably one week. Store in airtight containers and replace it every six months.
- ✓ Store disinfectants such as iodine tablets or chlorine bleach (eight drops per gallon) to purify water if necessary.
- ✓ First aid kit. Make sure it's well stocked, especially with bandages and disinfectants.
- ✓ Fire extinguisher. Your fire extinguisher should be suitable for all types of fires. Teach all family members how to use it.
- ✓ Flashlights with extra batteries. Keep flashlights beside your bed and in several other locations. DO NOT use matches or candles after an earthquake until you are certain there are no gas leaks.
- ✓ Portable radio with extra batteries. Most telephones will be out of order or limited to emergency use. The radio will be your best source of information. Tune it to KCBS 740 AM for up-to-the-minute reports.
- ✓ Extra blankets, clothing, shoes and money.
- ✓ Alternate cooking source. Store a barbecue or camping stove for outdoor camping. CAUTION: Ensure there are no gas leaks before you use any kind of fire as a cooking source and do not use charcoal indoors.
- ✓ Special items. Have at least a week's supply of medications and food for infants, pets and those with special needs.
- ✓ Tools. Have an adjustable or pipe wrench for turning off gas and water.





## Renting and selling by owner

### Renting your condominium

If you own your unit and decide to rent it to a tenant, you continue to be bound by the terms of our CC&Rs. You are obligated to provide your tenant with a copy of this handbook, or of the CC&Rs, and to see that your tenant abides by our rules. Copies of this handbook can be downloaded from our website at [cplakes.org](http://cplakes.org).

You should understand that, should a renter violate the rules or provisions of the CC&Rs, the Association has no direct legal recourse against the renter, *but must pursue enforcement against you, the owner*. That is why preventing problems and close supervision of your property is so important.

You may decide that supervision of your unit is best accomplished by engaging the services of a property management company to manage your rental for you. Typical services include placing ads for new renters, finding and credit-screening your tenants, preparing rental agreements, collecting rent, paying dues and bills, handling repairs, clean-ups, trouble calls, looking after your property, fulfilling your obligation to provide your tenants with Association rules, and sending you rent checks regularly.

If you rent or lease your unit to someone or sell it, please notify our manager promptly after completion of the rental agreement or sale. We need to know new phone numbers and the address to which bills and notices should be sent.

### Selling your condominium

Before selling your unit, ensure that all exterior modifications or internal changes to your unit as described on page 47 have been approved by the Architectural Control Committee. *Failure to disclose unapproved modifications to your buyer may expose you to legal liabilities.*

Please, ensure your buyer receives the required copies of the Bylaws, Articles of Incorporation, CC&Rs, Rules and most recent budget. You may have other disclosure obligations as well; consult with your real estate professional or attorney regarding them. Most of these documents should be available from our management company for a copying and clerical fee.

After selling your unit, don't forget to notify our manager promptly so we can update our records.

The Association is not a legal party to transactions involved with your sale in the same way as your buyer, real estate, title, and mortgage companies; it is not bound by agreements among those parties. However, the Association is usually involved and tries to be helpful in providing requested information to those parties at reasonable fees and with completion of certain external unit repairs pursuant to an inspection report.

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*Should a renter violate rules, the Association must pursue enforcement directly against the owner.*

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Contact our management company as soon as you have a prospective buyer. This can save money. It allows us to complete repairs to structures around your unit prior to the

required termite inspection and, thus, can minimize subsequent inspections and repair costs.

Before your termite inspection, be sure your termite inspection company is instructed to mark with chalk any outside structural elements they determine must be repaired or replaced, to ensure our maintenance people repair or replace the correct item.

Plan your escrow closing carefully. The Board is obligated to manage repair expenses prudently and sometimes management must get more than one bid for repairs pursuant to the termite company inspection. Therefore, allow adequate time for completion of this process. Be careful not to plan escrow closure too early or time required for this and other processes may cause you additional expense.

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## Insurance

### *Our insurance*

Our Association is required by our founding documents (CC&Rs) to purchase building coverage that is *original specifications* coverage. This means that if a building were to become damaged by something other than an earthquake or flood, the insurance covers repairs, including the interior of units, up to the original specifications when the unit was built. In practice, this means that the insurer will assess the cost of the original interior (assuming the same materials for countertops, flooring, cabinets, etc.), and that is what they will pay for in repairs. Any upgrades are the responsibility of the owner of the unit, and those costs can be covered by an individual *HO-6 policy*.

Our Association has purchased earthquake insurance to cover the buildings and common areas in the event of an earthquake. However, that does not necessarily mean that the Association (plus insurance carrier) will be able to

cover the full cost of the repairs. The earthquake insurance we have provides for up to \$25 million in coverage, which is about half of the assessed value of our buildings and common spaces. The policy also includes a 15% deductible and a minimum deductible of \$25,000. That means that if there is an earthquake that causes \$1 million in damage, the Association will only get \$850,000 from the insurance company and will have to come up with the remaining \$150,000. Similarly, if we have a very bad earthquake and the total damage goes over our policy limit, the Association is responsible for not just the deductible, but the rest of the repair bill over the policy limit. In that event, it is possible that the board will have to levy a large special assessment to cover that shortfall and all the owners will have to pay it. An HO-6 earthquake policy can include coverage to pay the special assessment in such a situation (called loss assessment coverage) and can protect you from a large HOA special fee.

A detailed list of our Association insurance policies is provided each year in our annual disclosures mailing and may be obtained from our management company.

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*Your unit interior and personal property are not insured unless you insure them!*

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## Your insurance

Of course, *our insurance policy does not cover your personal property or liabilities.* We *strongly* urge you to contact your insurance agent to make sure you are adequately insured.

- If you own your unit, ask your agent about *HO-6 insurance*.
- If you rent your unit, ask about Renter's Insurance.
- If you are an owner and rent your unit to someone, ask your agent about extending the personal liability section of your policy to your rental condominium.

*If you do not have insurance yet, please, pick up your phone, call your insurance agent and ask for advice about and a quote for appropriate insurance.*

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*Please be considerate in any activities that may cause noise, and be tolerant of noise from neighbors' normal activity.*

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## Other things you should know

### Noise and mutual consideration

Because of the manner of our construction, some noise disturbance from normal living activity (showers, closing doors, etc.) is inevitable. Your cooperation in helping to alleviate the worst of these will be appreciated. For example, a slamming door transmits noise all too well throughout the structure and loud conversation and sound from your





entertainment devices may be heard in adjacent units. Your thoughtfulness, especially during night-time hours, will be *very* much appreciated and should be reciprocated.

### *Mail*

Inform everyone you correspond with to include your unit number in your address. Mail without a number may be marked “insufficient address” and returned.

### *Fireplaces*

Please, *never* burn wood or any fuel other than natural gas in your fireplace! Our fireplaces were designed and built as “Class B” and are not designed to withstand the temperatures or to safely discharge burned products of wood, paper and other solids. Glowing ash embers can be easily discharged from our low chimneys which protrude only inches above the roof.

Some residents have attempted to use their gas fireplaces to heat their units. The original Stage I fireplaces are ornamental—for atmosphere—and are *not* designed for efficient heat transfer. Attempting to heat your unit this way wastes gas and money. If your unit has a gas fireplace, do enjoy it but use your electric heater to heat your unit.

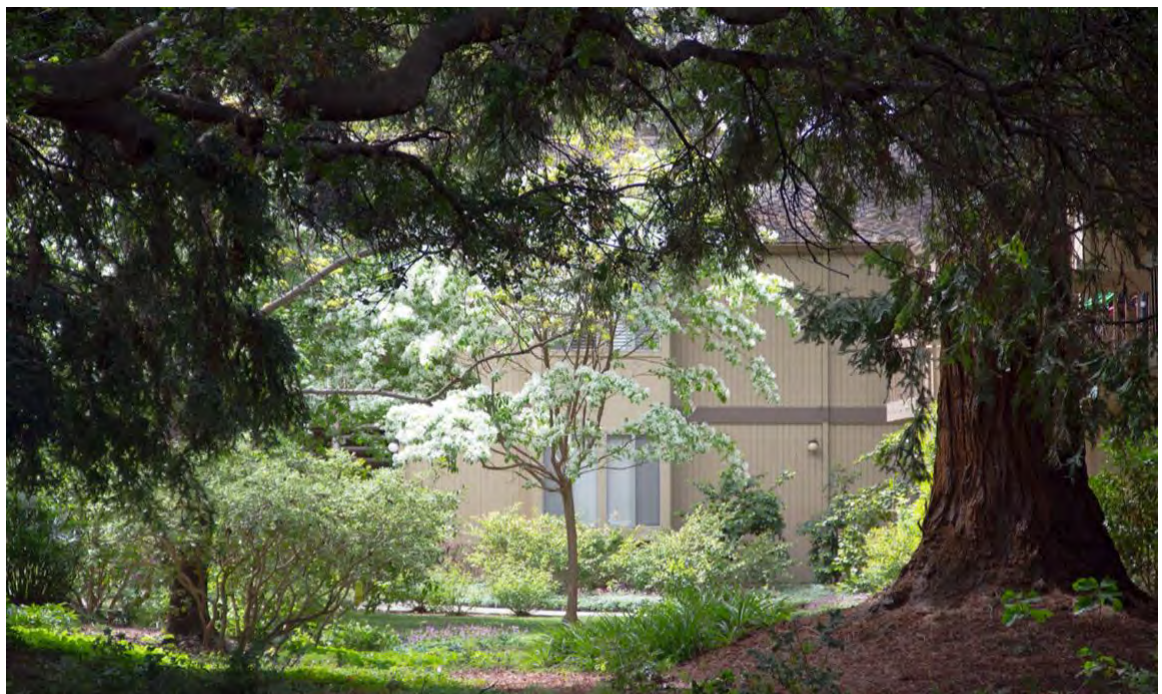
Please do not leave your burning fireplace unattended.

### *Holiday decorations*

Residents are asked to confine holiday lights within their units. Holiday decorations should be removed within two weeks following a holiday.

### *Damage to Common Area*

Since residents are responsible for damage to common areas, you need to be warned of two ways damage may happen *without your knowledge*.



1. Water from your tub and/or shower may be causing damage to your walls, floor or the ceiling of a unit below you. The caulking compound used to seal the cracks and seams around your tub doesn't last forever. We have had cases where dry rot to bathroom walls or damage to bathroom ceilings below was traceable to small leaks in aging caulking compound. If you have not done so yet, inspect the caulking around your tub now. If you see any narrow cracks and the seal is not smooth and complete, make arrangements to have it re-caulked. If you are a renter, call your rental manager. If you are an owner, tubes of silicone caulking material and dispenser at any hardware store cost only a few dollars, or you can have any plumber or tub and tile installer do it for you. Remember that you are responsible for damage caused by a problem with your plumbing fixtures.
2. We have had some problems with water damage to wooden decks caused by objects placed upon them. Anything that covers part of a deck and prevents air from circulating under it, such as planters, carpeting, artificial turf, etc., can cause water rot.
3. If you have a wood deck, please be sure your planters have catch-plates for water and that they are raised slightly using rocks, narrow bricks, or other hard objects that will not harbor water. Then, periodically move them slightly to minimize damage to specific areas. Astroturf, straw matting and carpets are not allowed on the decks.

### *Before performing electrical work*

Cypress Point Lakes was constructed in 1970 and 1971 to standards of that era. Two primary brands of electrical breaker were used during construction: (1) *Federal Pacific Stab-Loc* and (2) *Zinsco*. It is our understanding both brands fell out of favor in the late 1970s as issues were encountered with overheating and, in some cases, fusing of breaker connections to aluminum power buses and breakers failing to trip properly.

To the best of our knowledge, we have never had a report of a fire here caused by these panels, but we have had a few instances where there were signs of overheating, a breaker failing to trip properly and a breaker connection fusing to a power bus bar.

In 2017 an electrical consultant examined a sampling of our breakers. Seventeen breakers (5.6% of our units) were examined for signs of overheating. The consultant found no breakers showing signs of over heating but the study was limited inasmuch as power had not been removed from those units for panel disassembly to check for tripping issues or signs of arcing. Also, he identified both brands as having a problematic history.

### *Original breaker panels should be serviced and/or upgraded*

Our CC&Rs Article X, Section 10.6 is clear in that unit owners are responsible for the maintenance, repair and replacement of unit electrical panels. Although the Association retained a consultant to evaluate certain components at Cypress Point Lakes and the consultant examined some panels, **the Association assumes no responsibility for the unit electrical panels.**

Over the years, some owners have upgraded their panels but a fair number of original panels remain. Your panel likely will be on the wall of your kitchen. **If you find the words “Federal Pacific” or “Stab-Loc” or “Zinsco” anywhere on your panel or if it contains no manufacturer’s name, you likely have an original breaker panel.** In that case, the consultant recommends you either upgrade your breaker panel or, *at a minimum*, retain a licensed electrician to inspect and evaluate your panel and then promptly perform

any and all maintenance and repair work they recommend. Such inspection should be repeated periodically as your electrician recommends.

### *Upgrading your electrical panel*

Beyond gaining the peace of mind enjoyed by other owners who have upgraded, upgrading also allows adding additional breakers to separate circuits already under heavy load and bringing wiring up to current code.

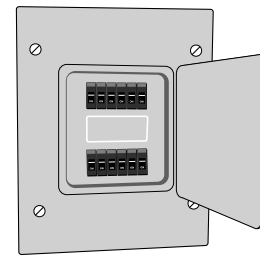
Before proceeding as directed below, it may be wise to check our website at [cplakes.org](http://cplakes.org) to see if any electric panel upgrade group purchase program is still in place for upgrading. Otherwise,

- Contact a licensed electrician.
- Select a replacement electrical panel with your electrician's assistance.
- Submit a completed application form (downloadable from [cplakes.org](http://cplakes.org)) to the Architectural Control Committee (ACC) for the upgrade. The application form should be accompanied by the bid from your electrician, which includes his/her license number, brand and model of panel and scope of work.
- If a permit or other governmental authorization is required, you and your electrician will need to pull an appropriate permit from the City of Mountain View Community Development Department or other authority.
- When the City has approved your permit and the ACC has approved your application, you may proceed with the work
- After the work is complete, if an inspection is required, you must schedule an inspection by the Mountain View Building Inspection Division or other authorized entity or agency.

### *Servicing your electrical panel*

**If you elect not to upgrade, retain a licensed electrician to inspect and evaluate your panel and then promptly perform any and all maintenance and repair work recommended.** The consultant recommended that servicing include removal of aluminum wires from panel lugs, application of anti-oxidant, and reinstallation and proper tightening of lugs. Repeat inspections and servicing on a schedule recommended by your electrician.

Electrical panel typically on kitchen wall







# Rules

A consequence of living in a high-density development is that some of our behavior may affect others. By agreeing to a body of rules we can minimize problems and maintain the value of our property and the pleasure of living at Cypress Point Lakes.

We make our rules following a procedure that ensures fairness and member participation. Beyond simply having rules, the most effective means to prevent problems is being tolerant and considerate of our neighbors.

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## Unit modifications

Modifications to owner's units are regulated by a set of rules listed separately due to their number and common specific purpose. These rules are our *Architectural Standards* and are available on our [website](#) and in our Residents' Handbook.

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## Vehicles

1. No vehicle may travel faster than 15 miles per hour on the property.
2. Except as noted below, only non-commercial passenger cars and vans, and pickup trucks up to  $\frac{3}{4}$ -ton owned by residents are permitted to park on the property. Exceptions include (a) vehicles belonging to current visitors and contractors actively providing services and (b) passenger cars and vans, and pickup trucks up to  $\frac{3}{4}$ -ton that are used by residents both for business and personal use, provided that any signs or markings are unobtrusive and inoffensive as determined by the Board.
3. A resident's recreational vehicle or equipment may be parked on the property for no more than four hours for the purpose of loading or unloading from a trip, provided there is no obstruction or interference with the free movement of any vehicles. Recreational vehicles include motor homes, trailers, boats or campers.
4. No part of the common grounds may be used for repairs, painting, construction or reconstruction of any vehicle, boat or any other item, with the exception of minor repairs to a resident's vehicle such as fixing a flat tire, replacing a dead battery or other minor repair described in the vehicle owner's manual as intended for owner maintenance.
5. No unregistered vehicle or vehicle in disrepair may remain on the premises except that a resident's vehicle that comes into disrepair after being registered to that resident for at least 90 days and is otherwise compliant with these rules may remain for up to 30 days in the resident's assigned space. Should such vehicle be registered

with the state as Planned Non-Operational it may be parked in that space for up to two years and such registration must be displayed on its dashboard. Disrepair includes having one or more non-functional, damaged or missing parts that would prevent safe and legal operation.

6. No motorized vehicle, including but not limited to a motorcycle or motorbike, may be parked on a sidewalk, fire lane or other no-parking zone.
7. Parking in open spaces marked "72 hours" is limited to 72 hours in any 7-day period.
8. Vehicles are prohibited from occupying more than one parking space.
9. No vehicle may leak fluid or otherwise damage the grounds. The owner of a unit whose occupant or visitor parks a vehicle that leaks fluid will be responsible for the removal of such fluid.
10. No vehicle may be operated on the property that emits excessive noise or exhaust as determined by the Board.
11. No vehicle may have more than fifty cumulative square inches of rust or unpainted or unfinished surface and no vehicle or vehicle cover may be allowed to accumulate rust, dust, pollen, leaves or other debris or assume any condition such that it presents an eyesore as determined by the Board.
12. No vehicle may be used for storage.
13. No part of the grounds may be used for storage. Temporary storage units, such as PODS, must be approved by the Board of Directors.
14. Residents must use their own carport before parking in a shared space.
15. Residents are responsible for ensuring their guests follow these rules.

Violators of the above rules are subject to a fine and/or towing at the vehicle owner's expense. Towing may occur with no prior notice for violation of any of paragraphs 4 through 8 or in cases of emergency. Otherwise, a vehicle owner will be given a 30-day notice to bring a vehicle into compliance before being towed. All costs incurred in the removal of such vehicles and/or equipment, including, but not limited to, towing and storage expenses and attorney's fees, if applicable, will be charged to the owner.

Any exception to these rules for extraordinary circumstances must have prior approval from the Board of Directors. Contact Community Management Services at 650-961-2630 or [manager@CPLakes.org](mailto:manager@CPLakes.org). In the back of this booklet is a *Courtesy Notice* form that you can copy and place on the windshield of a vehicle in violation of these or other vehicle rules. In the case of repeating violators, documenting the date, time, location, vehicle make and model, and license number for violations will provide us what we need to levy a fine for repeat offenders. (Make sure you record this information when placing the form on the windshield.)

In extreme cases where a vehicle has been illegally parked for an extended period and the vehicle owner cannot be located, we may have the vehicle towed. Contact our management company or Board President should you feel towing is the only viable recourse.



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## *Pets and animals*

Prior to 2012, dogs were not permitted within our community. Although currently permitted, considerations unique to our neighborhood lead us to advise prospective dog owners of the following:

Our streams, lakes and redwoods have evolved a sensitive ecosystem of which fish, squirrels, ducks and other birds are a part. We value highly the enhancement brought by these animals to our tranquil, bucolic environment. An incident in which a visiting dog killed a family of ducks illustrated a vulnerability we have to dogs within our refuge for other creatures. Also, our wood-frame construction makes us susceptible to noise issues, such as a dog barking. Moreover, sounds travel readily over the water of our lakes and pools. Please consider these factors when contemplating acquiring a dog.

Rules below are intended to fairly balance rights of pet owners with rights of homeowners to the peaceful enjoyment of their condominiums and our environment.

1. Nothing herein shall be interpreted to restrict owners from prohibiting any animals from occupying their respective units when renting or leasing units.
2. Owners with pets are subject to City of Mountain View Code of Ordinances Chapter 5 or successor.
3. Each unit is permitted a maximum of two dogs.
4. The following dog breeds are prohibited based upon insurance company actuarial records: Pit Bull, Rottweiler, Akita, Bernese, Canary Dog, Chow Chow, Doberman, Husky, Karelian Bear, Rhodesian Ridgeback, and Russo-European Laika.
5. A dog must have a current license, be spayed or neutered and wear a collar to which is attached its license tag and owner's contact information.
6. Dogs must be leashed at all times in the Common Areas of the association. Dog walkers must remain on the paved surfaces, except for the removal of dog waste. Unleashed dogs are subject to action by Animal Control. Dogs are excluded from the gated pond and pool areas, tennis courts, lawns, clubhouse, gazebo and laundry rooms.
7. Dog owners must immediately pick up their dog's waste in a plastic bag and tie the bag securely before disposing. Restricted common areas such as decks and patios are not exempt.
8. Domestic cats are permitted as long as they have been spayed or neutered.
9. Other small mammals, small birds, fish, reptiles or amphibians, not otherwise prohibited by city, county, or state law are allowed that do not exceed eighteen inches in the largest linear dimension and that are confined at all times within units, in cages, aquariums, or terrariums that do not exceed a combined volume of ten cubic feet per household.
10. Breeding of animals for sale is prohibited.
11. Owners are responsible for the behavior and for any damage or nuisance caused by their pets or those of their guests. Pets may not infringe upon anyone's right to enjoy

their home, personal property or the Common Area. Excessive barking or other noise will be considered a nuisance and is prohibited.

12. Pets must not be left unattended on decks or patios when no resident is at home.
13. The board may cause any animal to be removed from the property if it determines the animal represents a nuisance.
14. Food must not be left for animals anywhere outside one's unit. Residents should keep garbage bin lids closed to prevent access by animals and to keep odor nuisance to a minimum.
15. Pet owners shall indemnify the Association and hold it harmless against loss or liability of any kind arising from their pets.

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## Noise

Showing consideration and respecting the needs of others for a peaceful environment enhances the pleasure of living at Cypress Point Lakes.

1. Residents shall keep the volume of entertainment devices, musical instruments, and other sound equipment as well as voices to courtesy levels so as not to interfere with the quiet enjoyment by others of their respective residences.
2. Entertainment devices brought outdoors onto common property should be kept at very low volume so as not to disturb others; use of earbuds or headphones is strongly encouraged.
3. During evening quiet time hours, please avoid conversations outside bedroom windows.
4. Please remember conversations in the spa area are effectively amplified and projected by the semicircular brick enclosure.
5. Residents are responsible to control pets that may create noise nuisances. Any animal that continues to cause a noise nuisance may be required to be permanently removed from Cypress Point Lakes.
6. Residents shall ensure that noise from engines, vehicle entertainment devices, tires and horns, and from any other machinery or devices is kept below nuisance levels, as determined by the Board. Residents shall be responsible to ensure their guests observe this.
7. Vehicle alarm systems are prohibited that are prone to false alarms or that emit audible signals to indicate status other than violation if such signals disturb other residents.
8. Owners of home alarm systems should become familiar with their security systems so as to minimize false alarms. They must ensure their systems comply with any City requirements for automatic shut-off. They also must comply with Municipal Code Chapter 40 that requires home alarm systems to be registered with the Police

Department. (Call the Mountain View Police Department at 650-903-6395 for information.)

9. Our quiet time begins at 10 PM. After that time noise-prone activities should cease; residents hosting parties, operating entertainment devices, machines, engaging in loud conversation or other audible activities should take appropriate measures to eliminate noise.

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## *Laundry rooms*

Thank you for keeping our laundry rooms clean and treating the machines and facilities with care.

When starting a machine, a resident should note the time, and return to remove its contents promptly after it turns off. Otherwise, ten minutes after the machine has turned off, another resident may carefully remove its contents onto a table in order to use it.

If you find a laundry machine in disrepair, please tag it and call the phone number listed on signs or tags in the laundry room. If everyone assumes someone else has called, no one will.

**WARNING:** Clothes are vulnerable to theft. Residents should be careful to close and secure all laundry room doors when leaving and remove all laundry after washing and drying. Cypress Point Lakes cannot be responsible for damaged or missing clothes.

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## *Our swimming pools and hot tub*

These facilities are for all of us to enjoy. Thank you for helping to keep them clean, safe and quiet!

1. Absolutely no glassware or bottles are permitted due to extreme safety hazard! Only unbreakable containers are allowed.
2. Voices, radios, etc. should be kept to a courteous level. Use of earbuds or headphones for entertainment devices is strongly encouraged.
3. No running, horseplay, or disturbing or dangerous behavior is allowed.
4. No hazardous play or diving equipment is allowed in the water.
5. No more than four guests per unit are allowed unless more are authorized by management.
6. Guests must be accompanied by a resident who shall be responsible for their behavior.



7. Personal articles must be removed when leaving the pool or hot tub area. Cypress Point Lakes will not be responsible for lost or damaged items.
8. Towels should be placed over pool furniture before using suntan oil or lotions.
9. Children under 16 must be supervised by an adult at all times.
10. Children with diapers are not allowed in the water.
11. No soap or bubble solutions are allowed in the hot tub. They can damage the system.
12. Any adult member may request compliance of anyone in violation of these rules. Non-compliance may be grounds for suspension of pool or hot tub privileges and/or other disciplinary measures.

**WARNING:** No lifeguard is on duty. Prolonged hot tub use may be hazardous for people with heart or high blood pressure problems or when consuming alcohol. Use of these facilities is at your own risk.

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## Our tennis courts

### Eligibility

1. Only residents of Cypress Point Lakes and accompanied guests may use the tennis courts.
2. Residents are allowed three (3) guests per household. Residents must accompany guests at all times.
3. Residents or guests under the age of sixteen (16) must be accompanied by an adult resident at all times.

### General

4. Playing time hours shall be from 8:00 AM to 10:00 PM. Courts may be closed periodically for maintenance.
5. Noise should be kept to a courtesy level at all times.
6. Only tennis shoes with non-marking soles may be worn while on the courts.
7. Use of Courts is at your own risk. Homeowners shall be responsible for any injuries or damage to tennis facilities caused by themselves, their renters or guests.
8. No pets, bicycles, roller skates, skateboards or equipment unrelated to tennis are allowed on the tennis courts.
9. No glass container or food is permitted on the courts.
10. The tennis court gates are to remain locked at all times.
11. Comments, suggestions or complaints should be presented in writing to the Board of Directors and they will forward them to the Tennis Committee for action.

### *Reservation Policies*

12. Reservations may be made on the court reservation sheet, which is located in the sign-up box on the fence inside the tennis court area.
13. Each residential unit shall be limited to one court reservation per day.
14. A court may be reserved for consecutive half-hour periods, up to a maximum of 1½ hours.
15. A player who has played on a court reservation may not play on another reservation until 1½ hours have elapsed.
16. Court reservations should be made for starting times on the hour or half-hour.
17. A court reservation may be defaulted if the party who reserved the court does not appear within 10 minutes after the scheduled starting time. A waiting party may then sign for the reservation period.

### *Court Policies*

18. Tennis professionals may give lessons only to residents.
19. A resident may play without a reservation if a court is open. However, such player is subject to being bumped by a player with a reservation.
20. On Saturdays only, the court nearest Cypress Point Drive shall be open the entire day. No reservations may be made for that court. The time limit is 45 minutes on an open court. One must be present at the finish of play of the previous party or forfeit turn to the next waiting party.

### *Common Courtesy*

21. Enter the gate nearest the court that you have reserved. If you want to reserve a court, wait until the game is over and then go to the sign-up board.
22. Never walk behind a player during play.
23. When both courts are occupied, each court should use only three balls.
24. No person shall use foul or abusive language while using a recreational facility or so conduct him or herself as to be offensive to others.
25. During night play, please turn off the floodlights if you are the last one to leave the court.
26. Please clean up after yourself and leave the court clean.

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## *Our clubhouse and gazebo*

Our clubhouse and gazebo are here for all of us to enjoy. Thank you for helping to keep them clean and in good repair. Please be courteous, tolerant and respectful of others using the facilities. These rules apply to *all* residents.

1. Non-resident guests must be accompanied by a resident, at least 18 years of age, who shall be responsible for their behavior.
2. Non resident owners may not reserve the clubhouse.
3. No hazardous or illegal activity, objects, substances or horseplay is allowed.
4. Music, voices, TV, etc., should be kept to a courteous level. Noise should not be audible outside the clubhouse after 10:00PM.
5. No food, drinks or decorations may be placed on the pool table or ping pong table.
6. Individuals must conduct themselves in a civil, respectful manner and shall refrain from behavior that is offensive, abusive or that may be damaging to personal or association property.
7. Where no reservation exists, individuals and groups may not dominate amenities, preventing other residents from using and enjoying them. For example, different individuals and groups may simultaneously play pool, ping pong and listen to music or watch TV set at a courteous volume. Use of an amenity is limited to one hour if another party is waiting or the end of the currently watched program in the case of the TV.
8. A clubhouse reservation does not preclude uninvited residents from using the East door to access the exercise room.
9. Our clubhouse or gazebo must be reserved through our management company for any of the following unless a sanctioned Association event or specifically exempted by our Board of Directors:
  10. Reserving it for exclusive use.
  11. For any resident hosting five or more non-resident guests.
  12. For any group of six or more where food or beverages are present.
13. A \$100 security deposit will be required, except as described below, payable to C.P. Lakes HOA. Contact Customer Service at Community Management Services, 650-961-2630, Monday through Friday, 8AM to 5PM. Exceptions to the deposit requirement are provided under California Civil Code Section 4515, for peacefully assembling or meeting during reasonable hours and in a reasonable manner for purposes relating to common interest development living, association elections, legislation, election to public office, or the initiative, referendum, or recall processes.
14. The clubhouse may not be reserved for any commercial purpose, business presentation, soliciting, or any other *for-profit* activity without consent of the Board of Directors.
15. The gas fireplace, heater and entertainment electronics should be turned off after an event or by the last person leaving. The remote should be returned to the fireplace mantle or placed by the entertainment electronics.
16. Any contents of the refrigerator should be removed and it should be cleaned, unplugged and the door left ajar. Note, if you will be using it for your event you should turn it on and set temperature at least a few hours before.
17. The clubhouse must be cleaned and restored to good condition after use or if an evening event by no later than 10AM the next day. This includes emptying of trash



containers into the outside garbage bins. Cleaning and repairs that must be effected by the Association will be charged to the responsible resident(s).

18. Personal articles should be removed when leaving the clubhouse. Cypress Point Lakes Homeowners Association will not be responsible for lost or damaged items.

19. Maximum legal clubhouse occupancy is 50.

20. Please close and lock both front and back doors when leaving the clubhouse.

**NOTICE:** An individual making a reservation shall be responsible for rules compliance by any and all persons using the clubhouse during the time of the reservation. Complaints of excessive noise or violation of any other rule may result in a fine, in addition to any damages. A security deposit may be applied to such assessment. Should a violation occur, an event may be terminated and right to use recreational facilities suspended.

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## *Bicycle racks and cages*

Bicycles stored in our bicycle racks and storage cages must be kept in good repair and be rideable at all times. Bicycle owners are encouraged to affix a label to the seat post indicating their assigned carport number or unit number. Failure to so identify a bicycle may prevent notices below from being sent to the owner.

- If upon periodic inspection a bicycle does not appear recently ridden or ready to ride, a removable notice of violation will be applied to the bicycle. If the bicycle is labeled as described above, a letter will be mailed to the owner.
- Six weeks after the notice of violation, if the bicycle is labeled as described above, a final notice will be mailed to the address on file.
- Approximately eight weeks after the notice of violation, the bicycle may have its lock destroyed and be relocated to a holding area. At this time, if the bicycle is labeled as described above, a letter will be mailed to the owner.
- Following the legally mandated holding period, the bicycle may be donated to a charity or disposed of.

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## Residential businesses

Only unobtrusive types of businesses completely compatible with residential use may operate from a unit at Cypress Point Lakes. For example, a writer, artist, computer programmer, consultant, architect, graphic artist, or other individual who operates unobtrusively and in accordance with the following conditions may conduct business in his or her unit.

Residents may operate only City-licensed, residential businesses in conformance with any restrictions for residential business imposed by the City of Mountain View or other restrictions the Board of Directors shall deem necessary to uniformly impose to preserve the residential character of the neighborhood and/or unit. In short, the business must be *invisible*.

1. The business use must be clearly incidental and secondary to the residential use of the unit.
2. The use shall not require any modification or alteration not customarily found in a condominium nor shall it be visible from a street or adjoining properties.
3. There must be no window display, advertising, sign or other identification of the home occupation on the premises.
4. The use will not materially increase vehicular or pedestrian traffic over that normally found in the neighborhood nor will any additional parking be needed or provided.
5. No noise, dirt, fumes, odor, vibration, etc., not normally appurtenant to residential use nor greater in intensity or duration than that customarily associated with a condominium shall be emitted as a result of the home occupation.
6. Not more than one commercial vehicle shall be permitted and this vehicle shall not exceed three-quarter ton rated capacity. Such vehicle shall not have commercial markings or signage. Such vehicle is subject to further restrictions as specified under Vehicle Rules.
7. The use shall not involve the storage of flammable, explosive or hazardous materials unless specifically approved by the Fire Department.
8. The business must not involve illegal substances or activities.

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## Renting or leasing

Owners who rent or lease their units should understand that, should their renters violate rules or provisions of the CC&Rs, the Association usually has no direct legal recourse against the renter, but rather must pursue enforcement against the owner.

Other communities have experienced significant problems when owners attempted to manage their rentals themselves from distant cities. Inasmuch as owners bear responsibility for their renters' actions, they are encouraged to engage the services of a

local professional management company or pursue other means to ensure good local supervision, protection of their property and compliance with our rules.

1. Any lease or rental agreement must be in writing.
2. Any lease or rental agreement must include the following notice:
3. “The terms of this (lease or rental) agreement are subject to the provisions of the Rules, CC&Rs, Articles, and Bylaws of Cypress Point Lakes Homeowners Association. Any failure by the (lessee or renter) to comply with the rules or terms of those documents shall be a default under the (lease or rental agreement).”
4. Owners shall be responsible for assuring compliance by renters and lessees with the Rules, CC&Rs, Articles, and Bylaws of Cypress Point Lakes Homeowners Association.
5. Each owner must deliver to his lessee or renter a copy of Association Rules or Residents' Handbook before the commencement of lessee's or renter's occupancy.

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## *Hazardous Materials/Activities*

No resident may store or use hazardous, noxious, or illegal substances that could be a hazard, nuisance, annoyance, law violation, or could impact the insurability of the property.

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## *Smoking*

Smoking, including vaping, is prohibited in restricted common areas such as patios, decks and balconies and in common areas within 30 feet of any door or window. Otherwise, smoking shall be confined within units. Smoke must not be allowed to become an annoyance for other residents in common areas, their respective units or restricted common areas.

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## *Signs*

Unit Sale or Rental signs may be displayed only from inside windows or doors. No such sign may exceed three square feet in size and must be muted in tone and color or otherwise unobtrusive as determined by the Board. No other signs shall be displayed except as approved by the Board.



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## Bulletin boards

1. Removal of any unexpired posting concerning a board or community meeting or other event, or any other Association matter authorized by the Board, by someone not authorized by the Board or President, or the defacing of such a posting is prohibited.
2. A non-association posting may be removed the earliest of 60-days following the post, after an indicated expiration date or after becoming irrelevant.
3. A non-association posting must include the date posted. Such posting without a date may be removed.
4. Any non-association posting must legibly identify its author or sponsor by full name.
5. No posting may contain profane or libelous content.
6. Postings of a commercial nature may be made only by members and residents.
7. Display of any commercial post does not constitute an endorsement of a product or business by the association.
8. Postings not conforming to these rules may be removed by an agent of the association.

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## Election rules

These are, perhaps, our *most important* rules as they help to ensure all other rules are created and administered by those we wish to do so—*by those we choose to represent us!* They establish our commitment to the *secret ballot* and methods long-proven to ensure fairness in elections.

These Voting and Election Rules were adopted by the Board on December 10, 2008.

### Article 1 Media

- 1.1 Access to Association Media – Candidates for the Board. The Board may but is not required to make Association media (i.e., posting on the Association's official bulletin board/notice board/kiosk, official website, publication in association newsletter or newspaper, or other notices mailed or delivered by the Association to the Owners of the Units) available to candidates running for election to the Board for purposes that are reasonably related to the election in which those candidates are running. If the Board allows any candidate access to Association media, then all qualified candidates shall be allowed equal access to the same media.
- 1.2 Access to Association Media – Other Matters. If the Board utilizes Association media to advocate a point of view on any matter (other than election of Directors) that requires Member approval, or allows any Member access to Association media for that purpose, all Members advocating a different point of view shall be allowed equal access to the same media. The Board shall not be required to allow access to more than one Member advocating the same point of view.

- 1.3 "Equal Access." "Equal Access" shall mean publication of written statements not to exceed a predetermined number of words. The Board shall not edit or redact any statement, but shall not be required to publish any statement that exceeds the predetermined length restrictions.
- 1.4 Responsibility for Content. All statements published in Association media pursuant to the "equal access" rules must identify the author or proponent. No anonymous statements will be permitted. The author and/or proponent of any statement or point of view shall be solely responsible and liable for the content of their statements. The Association shall not be responsible or liable for the content of any statement published pursuant to the "equal access" rules. Statements on behalf of candidates for election to the Board shall be limited to personal statements by the candidate concerning the candidates' qualifications to serve on the Board.

## Article 2 Meeting Space

- 2.1 Access to Common Area Meeting Space – Campaigning by Candidates for the Board. The Board shall ensure that during a campaign all qualified candidates for election to the Board are given access to Common Area meeting spaces, at no cost, for purposes reasonably related to their campaigns.
- 2.2 Access to Common Area Meeting Spaces – Other Matters. Whenever the Board places a matter before the Members which requires Member approval, the Board shall ensure that Members advocating a point of view on the matter are given access to Common Area meeting space, at no cost, for purposes reasonably related to advocating their point of view, whether or not they agree with the point of view advocated by the Board on the matter at issue.

## Article 3 Voting by Secret Ballots

1. All voting by the Members shall be conducted by secret ballot using a "double envelope system" as described in Civil Code Section 1363.03(e). The ballot and envelope shall be mailed or delivered to the Members entitled to vote in the vote or election.

## Article 4 Inspectors of Election

- 4.1 Appointment of Inspectors. Whenever there is a membership vote or election, the Board shall appoint one or three inspectors of election.
- 4.2 Inspectors may be any persons the Board reasonably believes to be independent in respect to the matters being voted on and may include the Association's management, accountant, or legal counsel, or Members of the Association, but may not be a Member of the Board or a candidate for the election to the Board or a family member of a current Member of the Board or of a candidate.
- 4.3 Indemnification of Inspectors; Liability Insurance. Inspectors of elections shall be deemed to be agents of the Association for purposes of Corporations Code Section 7237 and shall be entitled to indemnification by the Association to the fullest extent provided by Law. As provided in Corporations Code Section 7237(I), the Association shall have the power to purchase and maintain insurance on behalf of an agent of the Association against any liability incurred by the agent in his or her capacity as an agent of the Association or arising out of the agent's

status as such, whether or not the Association would have the power to indemnify the agent against such liability under the provisions of Corporations Code 7237.

#### Article 5 Candidates for the Board

- 5.1 Qualifications of Candidates. Any interested owner or renter, is qualified to become a candidate for the Board.
- 5.2 Nominations. At least 21 days prior to the mailing of balloting materials for any election of Directors, the Association shall mail a nomination form to the Members to allow Members to nominate candidates for those Director positions with expiring terms. The form shall set forth a return deadline at least five (5) days before the date the Association plans to mail out the Ballot Packets. A Member can nominate himself or another resident. The official ballot form shall provide spaces for write in candidates and any Member eligible to vote may write in the name of a candidate on the Member's ballot.

#### Article 6 Member Voting Rights

- 6.1 Qualifications for Voting. Only Members in good standing shall be allowed to vote. A Member shall be deemed to be in good standing unless, after notice to the Member and an opportunity for hearing, the Board has found the Member not to be in good standing and has so notified the Member in accordance with Civil Code Section 1363(h). As long as any co-Owner of a Unit is not in good standing, no vote shall be permitted for the Unit.
- 6.2 Voting Power of Each Membership. Only one vote shall be cast for each Unit. Once a ballot is received by the inspector of election, it may not be rescinded.
- 6.3 Proxies. As defined in Corporations Code Section 5069, "proxy" means a written authorization signed by a Member or the Member's attorney-in-fact giving another person or persons power to vote on behalf of such Member. In any election or vote of the Members conducted by the Association, only official ballots issued by the Association shall be counted as votes. Proxies are not ballots and are not valid as votes in any election or vote conducted by the Association.





# *Enforcement policy and fines schedule*

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## *Fines Policy & Procedure*

It is the goal of the Cypress Point Lakes Association, Inc. (the Association) to make its owners and residents aware of the covenants, conditions, and restrictions (CC&Rs) and rules that govern use of property in Cypress Point Lakes and to provide for an orderly, fair manner in which to enforce these documents. This enforcement policy and schedule of fines will list certain possible violations of the CC&Rs, rules, and regulations and provide for the Board of Director's (the Board's) response to such violations.

Pursuant to Article V, Section 5.2(D) of the CC&Rs, the Association has the power to adopt reasonable rules relating to the use of the common area and all facilities thereon, and the conduct of owners and their tenants and guest with respect to the property and other owners. Pursuant to Article V, Section 5.2(D) of the CC&Rs, the Association has the power to impose fines or take disciplinary action against any owner for failure to pay assessments or for violation of any provision of the condominium documents. This enforcement policy and schedule of fines is adopted by the Association in conformance with the CC&Rs and California Civil Code Section 5850.

It is the policy of the Association to receive information concerning alleged violations from board members, committee members, owners and residents. Reports of violations must be in writing and signed. On receipt of notice of an alleged violation, the Board and/or its committees will investigate the alleged violation within a reasonable time thereafter. If the Board and/or its committee determines that a violation has probably occurred, the Board may take any actions necessary and appropriate to enforce the provisions of the Declaration, Bylaws and rules, including but not limited to the following:

### *Notice to Correct Violation*

A notice setting forth the alleged violation and requesting corrective action within a set period of time may be sent by or at the direction of the Board to the Owner and/or occupants. The notice may contain a description of the condition or occurrence and instructions regarding corrective or preventative action required to address the condition or occurrence.

### *Notice and Hearing*

If the Board of Directors is going to meet to consider or impose discipline or monetary charges upon an Owner, the Board will notify the Owner in writing, by either personal delivery or individual delivery pursuant to Civil Code Section 4040, at least 10 days prior to the meeting. The notification shall contain, at a minimum, the date, time, and place of

the meeting, the nature of the alleged violation for which the Owner may be disciplined or nature of the damage for which a monetary charge may be imposed, and a statement that the Owner has a right to attend and may address the Board at the meeting. The Board of Directors of the Association will meet in executive session if requested by the Owner being disciplined.

### *Hearing Procedure*

The hearing will take place at a board meeting at which at least a quorum of the Board is present. The Board, having performed its own investigation, is not required to identify the person or persons who brought the matter to the Board's attention, although the Board may do so if it deems such disclosure in the best interests of the community. If the Owner fails to appear, the Board may nevertheless consider evidence presented to it in connection with its investigation, and determine whether or not a violation has occurred. If the violation is found to have occurred, the Board may determine what disciplinary action to impose, if any. Deliberation of the Board after the hearing need not be undertaken in the presence of the owner or in open session.

### *Notice of Hearing Results*

If the Board imposes discipline on the Owner or imposes a monetary charge for damage to the common area and facilities, the Board shall provide the Owner a written notification of the disciplinary action, by either personal delivery or individual delivery pursuant to Civil Code Section 4040, within 15 days following the action. The disciplinary action or imposition of a monetary charge for damage to the common area shall not be effective against the Owner unless the Board fulfills these requirements.

### *Continuous Violations*

If a violation is continuous in nature (such as an ongoing landscaping or architectural violation), the Board may impose a periodic fine as is described below without further hearing. However, for multiple violations of the same restriction, further hearings are required. Multiple violations of the same restriction may subject the owner to enhanced fines as is described below.

### *Civil Actions to Compel Compliance*

The Board may, at any time it deems such appropriate, file a civil action to obtain compliance with the governing documents; the Board need not fine an owner first. In a court action, the Board may seek either, or both, injunctive relief (that is, a court order requiring an owner to obey the governing documents) and/or recovery of fines, if any.

### *Violation by Tenant or Lessee*

If violations are committed by tenants or guests of the owner, the owner is responsible for those violations. The notice of hearing will be sent to the owner, although the Board may, should it desire, send a copy of the notice to the tenant as well. Notices will be either delivered personally, or mailed to the owner at the property address as well as any other address that the owner has supplied to the Association for the purpose of receipt of notices.

## Fines Schedule

Fines for initial violations may be levied in accordance with the following schedule (each of the fines listed shall apply to each occurrence):

Offense	First Offense
Hazardous Activities	\$200
<b>Prohibited Dumping</b> Placement or abandonment of property on common area or adjacent sidewalk or street, or inappropriate placement in a trash or recycling container, that must then be disposed of by an Association employee, contractor, director or committee member.	Costs to the association for disposal may be added.
Other violations	Violations of other rules, including but not limited to Vehicle or Parking Restrictions, Architectural Violations, Use Restrictions, Noise and Obnoxious Activity

Repeated violations of same offense within 12 months of another occurrence: Double the fine for the initial offense.

Continuous Violations: Any fine applicable for a Repeated violation, plus a periodic fine of up to \$25.00 per day.

**Note:** Fines shall be in addition to any applicable cost of repair or other recoverable reimbursement of costs incurred by the Association. If the violation continues after all steps described above, the Association board may, to the extent authorized in the Governing Documents, take corrective action and Owner shall be responsible for prompt reimbursement of all recoverable fees and costs reasonably incurred in any corrective action.

# *The architectural review process*

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## *Why have a review process?*

The value of a condominium—one of the most important investments each of us will ever make—can be affected by the appearance of other condominiums nearby. Therefore, to protect our homeowners and lenders, the City requires and our CC&Rs provide for a system of review and approval for exterior and some interior changes homeowners wish to make to their condominiums. This is not unlike the review process and building codes employed by the City. Authority and provisions governing architectural standards and regulation are included within Article 8 of our CC&Rs.

In order to ensure fairness:

- Standards are created in a public process. Notice of a hearing for any proposed standard is published, typically in the newsletter, at least 30 days prior to a vote to solicit feedback from our members. Following the hearing, a standard may be adopted by the Board, possibly with modifications as determined from the hearing.
- We strive for a sound basis for our standards—to be fair, realistic, objective and defensible. Typically, standards are developed with input from the City, from contractors and legal requirements.
- Standards can be changed with good cause by the Board of Directors.





- Some architectural restrictions imposed by our CC&Rs can be changed by passing an amendment by vote of membership.
- A decision by the Architectural Control Committee may be appealed to the Board in writing within 15 days following the final decision of the Committee.
- Should an applicant feel that special circumstances exist that provide a compelling reason why a standard should not apply in a specific case, or if a standard does not exist, the applicant may request a variance be granted by the Board.

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## *The Architectural Control Committee and you*

Volunteer members of our *Architectural Control Committee* are appointed by our Board. This Committee is responsible for administration of our standards, procedures and policies that govern changes members may make to their property. Its members review proposed plans and approve or disapprove them based upon standards of style, exterior design, appearance, location, noise, CC&Rs and legal requirements. The Committee also assists homeowners and makes recommendations to help bring plans into compliance. It also may assist the Board in creating and amending standards.

*Your role* is three-fold:

*First*, when contemplating any interior or exterior unit modification you are encouraged to familiarize yourself with this chapter of the handbook and Article 8 of our CC&Rs relating to architectural controls. It describes the basis for the controls, the charter for the Architectural Control Committee and the authority for enforcement.

*Second*, you will be working with the Architectural Control Committee to obtain approval for your application. The steps you will go through and the requirements for dealing with the Committee are described later in this document.

*Third*, your role with the Committee needn't be solely as an applicant. Its members welcome you to attend its meetings and are interested in your ideas. Contact the [Architectural Control Committee Chairperson](#) for the dates and times of meetings. Should you wish to become a member of the Committee, contact the Association President or our manager. We are particularly interested in candidates with backgrounds in architecture, construction, horticulture, or related disciplines and neighborhood or municipal government. Simply a strong interest in these areas and a desire to learn may also be enough. The Committee is also a good place for someone to learn about how the Association works before becoming a Board member. [Contact information](#) for Committee and Board is on our website at [cplakes.org](http://cplakes.org).

## How to get approval for your project

The following is intended primarily for owners. If you are renting your condominium, you will need to work with your rental manager or the owner of your condominium to effect interior or exterior changes since our Board may approve applications only from owners.



### When to apply for approval

Approval from the Architectural Control Committee (ACC) is required for almost any exterior modification visible from any other place in our neighborhood, whether from the street, sidewalk, or from your neighbor's window. This would include (but not be limited to) any fence, structure, landscaping or hardscaping improvements, screen doors or other changes to doors or windows, exterior sun shades or umbrellas, and so on.

An ACC application also is required for inside modifications or additions affecting integrity of load-bearing walls or sound transmission, such as hardwood or tile floors on the second floor. An application also is required for any change that may deleteriously affect water flow to other units or to sewer.

The Board also requires an application for modification of an improvement, or *reconstruction* of an improvement that had been removed, dismantled or destroyed. If a standard has changed since previous approval, the Board may require that reconstruction, reassembly or modification bring the improvement into compliance with the new standard. It is the applicant's responsibility to request and examine architectural standards that apply to an improvement to be reconstructed, reassembled or modified.

**Approval is important.** Making a modification without Architectural Control Committee approval may result in changes having to be undone at the owner's expense. Other Association remedies include but are not limited to filing a notice of non-conformance that may affect the salability of the property, and injunctive relief with the homeowner paying attorney's fees and court costs. The City also has zoning code enforcement authority.

Remember, you agreed to the terms of the CC&Rs when you purchased your unit and those terms mandate the Review and Approval process. Someday, should you take your turn on the Board, you will learn you *must* enforce architectural controls and rules or expose us to liability. Please don't put your neighbors in a position where they must ask you to remove something that hasn't been approved; they have no choice. You do.

In order to help you determine if a contemplated project requires approval, some examples are listed below. If, after reviewing the examples, you are still unsure as to whether you need apply to have your project approved, it is better to apply.

### *Examples of alterations by owner/resident not normally permitted*

- Exterior aerial antennas visible from common area. However, small (less than one-meter in diameter) satellite, parabolic or other unobtrusive antennas may be used if mounted on a free-standing tripod or other mounting placed on a deck or patio
- Window additions or coverings that are not muted in tone and color
- Window air conditioners. (Inside unit air conditioners are permitted that vent through window-mounted portals that do not break the plane of the window.)
- Pet houses
- Greenhouses
- Security bars on windows, exterior or visible interior
- Structures on common property
- Storage sheds
- Window awnings, sunshades and umbrellas
- Fence height-extensions or other fence modifications
- Painting or staining of any exterior surface, except as specifically permitted within an improvement specification below

### *Examples of permitted alterations requiring approval*

- Hardwood or tile floors in a second floor unit
- Planting by residents on common property
- Changes that may affect drainage
- Addition of a screen door
- Alterations to an exterior door
- Addition of a window or change to a window structure
- Addition of walking pavers or other hardscape visible from common area
- Any structure or device attached to a fence or building, except as noted under *Examples of alterations not requiring approval*, below

- Any fence, demarcation structure or device placed onto common property
- Outdoor furniture visible from common area that is not muted in tone or color or in character with the environment, as determined by the Board
- Trellis structures
- Water fixtures, such as fountains, spas or hot tubs
- Any external structure visible from any street, adjoining residence or common area

### *Examples of alterations not requiring approval*

Though the following normally will not require application and approval, the Architectural Control Committee reserves the right to require approval should it determine a problem exists or might exist:

- Satellite or other parabolic dish antennas of less than one-meter in diameter, or other small, unobtrusive antennas that are mounted on a free-standing tripod or other mounting placed on a deck, patio or balcony that does not damage any wood surface or prevent water from evaporating, causing dry rot.
- Plans for suspending small planters or unobtrusive ornamental objects, never more than 10 pounds weight, upon structures immediately adjacent to one's unit will not require submittal for approval provided they meet all other requirements and are compatible with the character of the complex. (See [Use of nails on common property](#) under *Architectural design standards*.)

### *How to apply for approval*

Should you wish to make an exterior change for which an application is required, this is what you should do:

1. Applicants are encouraged to discuss their projects with their neighbors early in the planning stages to explore and resolve potential problems before expending significant time preparing a plan and application. Although permission from neighbors is not required for approval, the purpose of the approval process is to avoid problems and detrimental impact on neighbors. Such impact will be considered by the Architectural Control Committee when evaluating your application.
2. You may download and complete the Architectural Control Committee form entitled [Application to Modify Unit](#) from our website at [cplakes.org](http://cplakes.org) or you may photocopy and complete that form from [this booklet](#).
3. Make a scale drawing(s) of your proposed project. Include top (plan) and side (elevation) views as necessary to clearly establish proposed location, elevation and construction detail of your modification. Include manufacturer and model numbers of major key components if applicable. Your drawing should also include existing structures and boundaries where necessary to indicate relative location.
4. Submit three copies of your completed application and three copies of your scale drawing(s) to the Architectural Control Committee. You may send them to the current Association address, or simply give them to the manager, chairperson of the Architectural Control Committee or to the Association President. Normally, an application fee is not required. However, should extraordinary expenses arise, you may be contacted later to submit an application fee up to \$50 to cover such expenses as notice and postage requirements, drawing duplication fees, outside consulting fees,



and any other fees necessary to process your application. You may request itemization of such expenses.

5. You will receive back a copy of your application with the bottom portion completed by a representative of the Association. This copy serves as your receipt and documents the date your application was received.
6. A receipt for your application doesn't necessarily indicate it is complete. Should it later be determined that additional information is required, the application will not be deemed complete until such information has been received by the Committee.
7. The Architectural Control Committee will approve or disapprove your plans and specifications within 60 days of receipt of a completed application and will send you a Notice of Action on Application. If disapproved, you may modify your plans to conform with Architectural Standards and resubmit. Or you may appeal the Architectural Control Committee decision in writing to the Board of Directors within 15 days of the decision.
8. After final approval, you have one year in which to complete construction of your improvements, conforming to any conditions the Architectural Control Committee, Board and/or City may have imposed. Your Mountain View building permit is valid for 180 days from issuance of permit or last inspection. A 180-day extension may be requested in writing should it be required.

The Architectural Control Committee may review the finished project to confirm that your improvement does comply with your approved plan and conditions. You must correct any deficiencies as determined by the Committee. You are responsible for upkeep and maintenance of the improvement within acceptable standards as determined by the Committee and Board, unless specifically exempted by the Board. You may be required to record with the county recorder any form Covenants, Conditions & Restrictions prescribed by the Association relating to the rights and obligations of any subsequent owner, including those that pertain to maintenance of the improvement as a condition of ownership.

Most improvements members are likely to make are covered by one or more of the standards listed under Architectural Design Standards, below. However, if your desired improvement is not covered, you should still apply to the Committee. The Committee may

- provide you with an applicable standard approved since this was published
- sponsor development of a new standard to be approved by the Board
- submit your plan to the Board to be considered as a variance

It is perfectly acceptable for a member who wishes to construct a non-standard improvement to propose a new standard for consideration. A well-considered, thoughtful, written proposal, consistent with our Standards and Review Objectives described below under *Architectural Standards*, that addresses our common interests as well as yours, may shorten substantially the time needed for the Committee to refine and the Board to approve a new standard that applies to your project, thus expediting approval of your project. It will also help your neighbors by giving us a new standard for like projects.

# Architectural standards

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## Exterior paint colors

When replacing windows or doors or painting cables or other items to match our exterior paint, please use our standard exterior colors:

- Our exterior siding is Kelly Moore 1245-171, *Sand Pebble*, Exterior Low Sheen.
- Our exterior darker brown trim color is Kelly Moore 1245-555, *Downtown Benny Brown*, Exterior Low Sheen.
- Our front doors are Kelly Moore Sequoia Redwood glossy oil enamel.

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## Front entryway

The entryway door to individual units may be one of two types:

- an eight panel, solid wood core door to match the existing door or
- a six panel, fiberglass door.

The dimensions of the replacement door should be 36 inches wide and 79 inches in height +/- 1 (one) inch. A larger door may not be installed. The door must include a peephole and deadbolt.

A six-panel door will consist of two columns of three panels per column.

The bottom two panels in the column will be of approximately equal size and the upper panels will be smaller. An illustration is included in this document.

All new framing for the installation of the new door will be at the homeowner's expense. The door must be painted to match the existing color and type of paint for both the door and the framing. All painting must be completed within one week of the door installation.



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## Windows and sliding glass doors

### Windows

The following windows are allowed:

- New construction windows. (Retrofit windows are not allowed).

- Windows must be custom made since our window dimensions are not standard.
- Single or double paned windows are allowed.

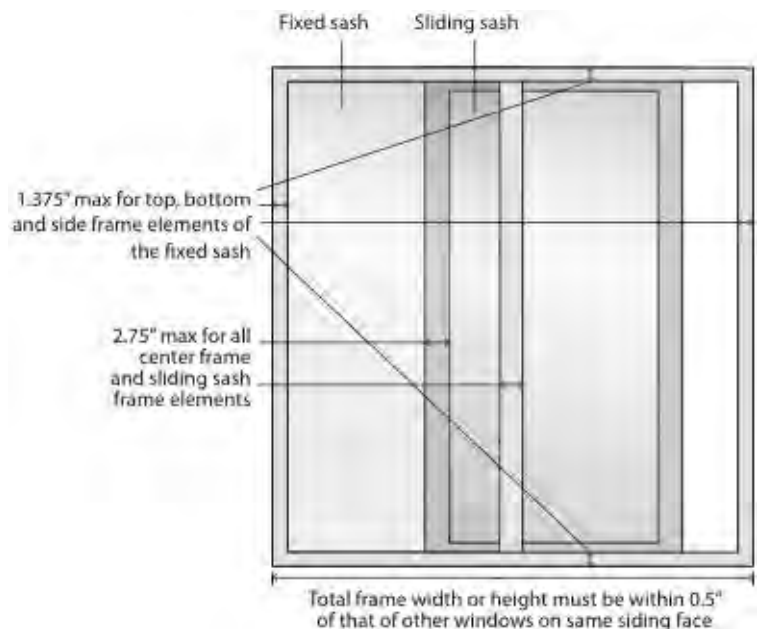
Aluminum, vinyl and fiberglass horizontal slider windows that meet the following dimensions and are in the color silver will be approved. No externally visible window elements may exceed:

- 2.5" in width for top, bottom and side frame elements on the sliding sash (frame to the glass)
- 1.375" in width for top, bottom and side frame elements of the fixed sash (frame to the glass)
- 2.75" in width for all center frame elements.

Outside overall visible height and width of window must be within ½" of that of other windows on comparable siding faces. Wood trim is a standard 1X4 painted to match siding.

Here is a list of windows that meet these specifications:

- Clear anodized, horizontal slider aluminum windows that match existing. Milgard and International make aluminum windows that have been successfully installed in the complex.
- Clear anodized, horizontal slider thermally improved aluminum windows – Milgard makes these.
- Milgard Style Line Series vinyl horizontal slider windows in the silver color only.



### Sliding glass doors

The following are allowed:

- New construction glass patio doors only. (Retrofit sliding doors are not allowed).
- Glass Sliding Doors must be custom made since our window dimensions are not standard.
- Single or double paned glass sliding doors are allowed.

The exterior frame must not be greater than 4 inches for all dimensions of the frame.

Here is a list of glass sliding patio doors that meet these specifications:

- Aluminum glass sliding patio doors to match existing. Milgard and International make these.
- Milgard Vinyl Tuscany Series in the silver color only

The unit owner is responsible for painting the external wood framing/caulking surrounding any new window using the same paint color applied to the outside of the unit. This work must be completed within one week of the new window installation. The management company can provide the exact paint color needed.

All new and replacement screens for windows and sliding doors must be aluminum or silver in color.

No skylights or light tubes are allowed.

We recommend you read our [Window FAQ document](#) to get additional information before deciding if putting in new windows is for you. It also lists resources for window contractors and a screen replacement company.

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## *Screen door and security door standards*

Addition of a screen door or security door may be approved for a front entrance.

**Screen doors** must be bronze anodized or painted so as to be dark or minimally reflective and compatible with earthen tones. A photograph, drawing or other illustration must be included with the application.

**Security doors** must be black in color. A photograph, drawing or other illustration must be included with the application.

### *Previously approved models*

To assist owners in selecting conforming screen or security doors, the following models have been previously approved. Selecting one of these should expedite application approval. You should be able to locate these products online.

#### *Screen doors*

Comfort Bilt Seaside Aluminum Hinged Screen Door in brown.

Riviera Bronze Outswing Metal Hinged Screen Door in bronze.

Retractable screen door through Phantom Screens that can be purchased through their website in Rideau Brown. That is the only color that is approved.

#### *Security doors*

Gatehouse Gibraltar Black Steel Surface Mount Single Security Door (Common: 36-in x 81-in; Actual: 39-in x 81.75-in)

Arcada Black Surface Mount Outswing Steel Security Door with Expanded Metal Screen; 36 in. x 80 in.

### *Maintenance*

Screen and security doors must be kept in good repair, with no holes or bent frames.



## *Window coverings*

Visible window coverings must be low-to-moderate reflectance color such as gray, beige, earthen tone, low-saturation (5% or less), or other unobtrusive color from the outside as determined by the Board.

Window coverings must be kept in good repair. Those with holes or broken parts must be replaced immediately.

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## *Window and door screens*

Window and door screens must be kept in good repair, with no holes or bent frames.

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## *Flooring for second floor units*

This standard is intended to help owners of second floor units meet obligations to ensure flooring they select will minimize noise transmitted to a downstairs unit and promote respect for neighbors' rights to the quiet enjoyment of their units.

It is intended specifically for second floor unit owners who are considering installing hard surface floors in their units. Hard surface floors are defined as any material other than carpet.

The second-floor units are on a material called Gyp-Crete, which is a lightweight concrete. This material is not as dense as standard concrete and therefore allows substantially more noise transference between floors. Hard surface flooring installed on top of Gyp-Crete readily transmits noise from upstairs to downstairs units.

1. Only carpet may be installed in the bedrooms of second floor units. This includes the sink area and walk-in closet in the master bedrooms for units 177 – 290.
2. Vinyl/Linoleum (tile or roll) may be used in the kitchens, bathrooms and indoor entryways of second floor units.
3. Tile (ceramic, stone, porcelain or other solid synthetic or natural materials including slate, marble or granite) may not be used on the kitchen floors of second floor units.
4. Tile may be used in the bathrooms and in the indoor entryway but should not be used in the hallway.
5. All hardwood, Pergo, laminate, cork, bamboo and other hard surface flooring materials must be installed as a floating floor using an underlayment that meets the following standard:

Underlayment should have an IIC (Impact, Insulation and Class) rating of at least 70 and an STC (Sound, Transmission and Class) rating of at least 60. IIC is a measure of reduction in impact sound transferring from a floor surface to the room underneath (e.g. foot traffic, dropping items on the floor, etc.). The higher the number, the less the sound is transferred. STC is a measure of reduction in airborne sound transferring through walls, floors, ceilings, etc. (e.g. talking, music, etc.) The higher the number, the less the sound is transferred. The “Hush Step” and “The Silencer” are popular brands which often meet these specifications.

### *Indemnity Statement*

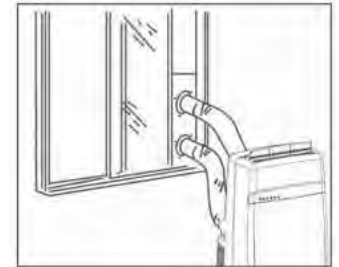
All owners of second floor units with hard surface flooring indemnify and defend the Cypress Point Lakes Association and the Board of Directors against any claims made by third parties related to noise or sound transmitted to another unit due to a floor not in compliance with this standard.

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## *Air conditioners*

Window-mounted air conditioners are not permitted.

Inside unit and portable air conditioners are permitted that vent through window-mounted portals that do not break the plane of the window frame. Of such products, dual-hose — rather than single hose — are more efficient. An example of a qualifying air conditioner would be: Friedrich PH14B 13,500 BTU, 115 volt, 9.5 EER ZoneAire series portable room air conditioner.



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## *Washing machines and dryers*

Washers and dryers are prohibited at Cypress Point Lakes. Our complex was designed from inception for communal laundry rooms. Residential sewer lines installed during our early 1970s construction were only two-inches in diameter, rather than the three-inches required to accommodate washing machine discharge. Connecting a washing machine could result in backup, flooding and damage to personal and common property and is prohibited.

Our units also were not constructed to accommodate dryers. Roof damage was discovered after a homeowner installed a dryer, without applying to the ACC, since our ventilation system was not designed to handle the air volume and temperature.

Our wood frame construction also would readily transmit vibrations from spin cycles of washing machines and drum tumbling of dryers.

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## Antennas and cabling

1. Satellite or other parabolic dish antennas of less than one-meter in diameter, or other similarly small, unobtrusive antennas may be used. The preferred location is on rear balconies, decks or patios, provided they are mounted on a free-standing tripod or employ other mounting method that prevents damage to rails or other structures. The Board may approve another location should a sufficient signal be unobtainable from such location
2. No other visible antennas are permitted.
3. No cable or wire may hang loosely from the building.
4. All cables and wiring must be installed to workmanlike standards and routed tightly and neatly along siding or structures so as to be visually unobtrusive. Cables along siding or structures must be painted the same color as the building or structure.
5. Coax cable on our exteriors are the property of the Association and may not be cut or removed. Should you not wish to use a service requiring the cable, please do *not* cut or remove it but rather neatly coil and leave it on the exterior for possible future use. Regardless of repair or extension method used, a cut cable later repaired will have a degraded signal.

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## Patios and Balconies

1. No pot or planter may be permanently attached to a balcony railing. Planters are permitted that are securely, though not permanently, mounted which prevent damage to structures and pose no risk of falling.
2. Plants may not be set on railings as they may present a falling hazard.
3. Empty planters and dead plants are prohibited.
4. Plants should have a dish to catch water and be elevated from the wooden decking to allow air circulation beneath the plant to prevent dry rot to the deck.
5. Chairs and swings may not be attached to the balcony beams or other common structures.
6. Mops, brooms, etc, may not be stored in plain sight.
7. Indoor furniture, appliances, boxes or other items not customarily part of a patio setting may not be placed or stored on patios, decks or balconies.
8. Astroturf, carpeting, mats or other coverings are prohibited on wooden decks and balconies since they prevent water evaporation and produce dry rot.
9. No sunscreens are allowed on the balconies, decks or patios.
10. Addition of lights is not permitted outside of units, even in restricted common areas (balconies and patios). This includes string lights. The original globe light fixture is

the property of Cypress Point Lakes HOA and may not be modified, removed or fitted with a colored bulb. String lights are allowed within the unit.

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## *Front entryways*

1. Front entryways and stairs must be kept free of carpeting, artificial turf or other covering.
2. Door mats must be a of an unobtrusive, neutral color and conventionally sized.
3. No shoes, shoe racks, strollers or other wheeled items, storage containers, or other items not customarily part of an entryway setting may be placed or stored in or by entryways.
4. No large planter, furniture or other item is allowed that would reduce clearance below 36-inches or that could impede entry or exit in case of a fire or other emergencies.
5. Plantings are permitted under the stairwell provided they are watered and well maintained.
6. Up to three planters are allowed at front entryways. Flowers and plants in planters are to be well maintained. Dead plants or empty pots must be removed. Plantings should be appropriately sized to the space. No plantings are permitted in the common area landscaping.

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## *Residents' security cameras*

### *Considerations*

Because most unit doors directly face the door of an adjacent unit, the quality of video and audio from modern door-mounted security cameras has the potential to infringe on privacy. This standard was developed to address and balance residents' rights and interests for security and for privacy.

An application must be submitted for approval before installing any owner's or resident's video camera outside a unit.

### *Definition*

As used herein, the term "camera" shall mean an enclosure containing imaging components as well as any device or devices attached by cabling or wireless technology used to record, distribute or transmit images or sound.

### *General requirements*

An application must include both plan and elevation drawings (views from above and sides) showing camera field of view.



A camera must include within its field of view the area immediately by applicant's door sufficient to view a person standing by it. It may not be used to monitor common area exclusive of such view.

To ensure privacy compliance, an owner of a camera producing video recordings must, upon written request by the owner or resident of a door-adjacent unit or an Association official, provide a demonstration of video showing a camera's field of view.

Additionally, such demonstration must be provided as part of any post-installation inspection by an Association official pursuant to an Architectural Control Committee (ACC) application.

For any camera video or audio feed accessible via the internet with a field of view that allows monitoring foot traffic for the door of the unit opposite, access to such feed or recording must be restricted to applicant's unit resident(s) and/or a single authorized agent as well as the resident(s) of the unit opposite the front door, who shall, upon written request, be provided with a means for access and a list of all parties authorized for access. Such feed must be secured with a password of at least 8 characters or by other means specified by written agreement.

External video devices and any cabling and mounting hardware must be black, brown, or other low-reflectance color and finish approved by the committee or Board so as to be unobtrusive. Optionally, devices, cabling and mounting hardware may be painted to match exterior siding. The Association may require that cabling be painted to match exterior siding.

Cabled installations are encouraged. However, Wi-Fi linked video devices are permitted provided they can operate within the 5 GHz band (or higher, should standards evolve) in order to minimize interference in our congested Wi-Fi environment.

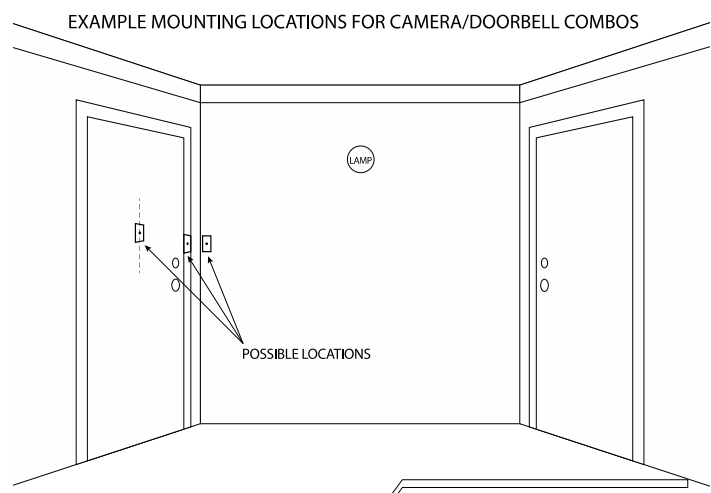
Cameras and any cabling must be installed to workmanlike standards alongside trim or corners with cabling neatly routed along structure corners, joints or grooves and/or concealed and routed interior to the wall by a licensed contractor. Any hole or gap resulting from removal of such cabling must be properly sealed and repainted to restore original surface integrity and appearance.

## Mounting locations

### By front door

A camera or camera/doorbell combination unit may be mounted on or by the front door no farther from the common wall than the door's vertical center or to the side of the door nearest to or on the wall shared with the unit opposite so as to have *minimal* view of the interior of the unit opposite when its door is opened.

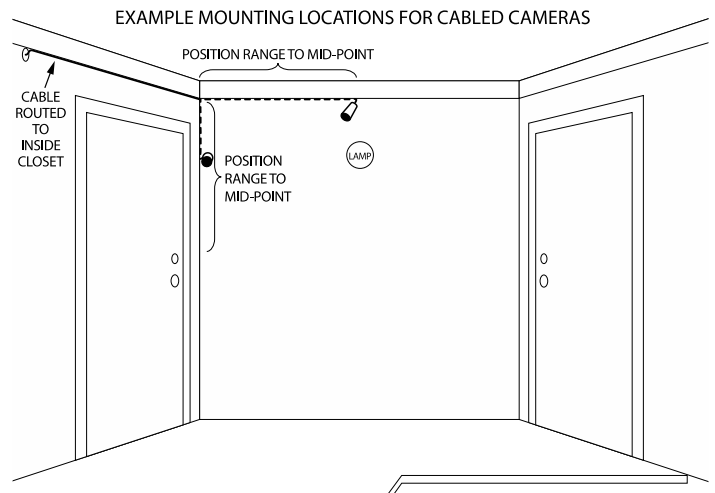
A camera also may be mounted on the wall shared with the unit opposite, immediately below or to one side of the trim or along structures opposite the shared wall and pointing toward the resident's door and



shared wall. Such camera may not be mounted below the midpoint of the vertical distance between the upper trim and walking surface

Unless agreed to in writing by the resident of the unit opposite,

- such camera may not be mounted past the midpoint of that wall.
- it may not be directed toward the door of the unit opposite and must not include that door in its field of view.

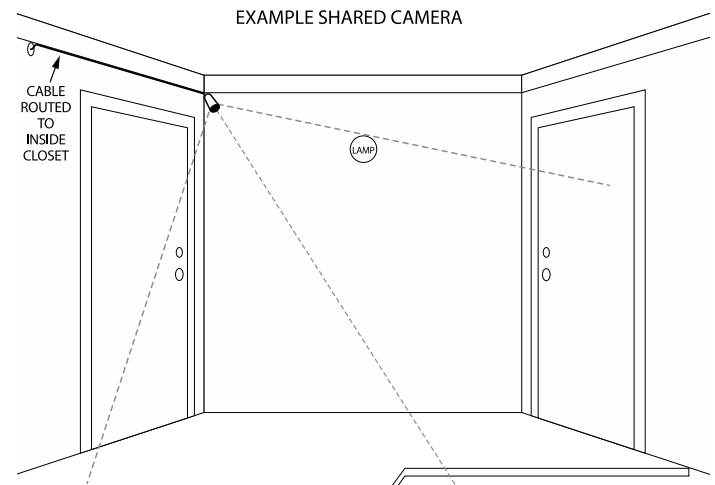


### *By rear door*

A camera must be mounted so as to provide a primary view of the rear patio, deck or balcony entryway. Its field of view may not include the rear patio, deck, balcony or window of any other unit or of a swimming pool area.

### *Residents' shared camera*

Nothing herein should be interpreted so as to preclude a written agreement by residents of adjacent units from locating a camera at any location along the top of that common wall so as to monitor the shared entryway to both units. Any such agreement should address access by the parties to any video or audio, live or recorded. No camera may include both doors in its field of view without a written agreement.



### *No security implied or warranted*

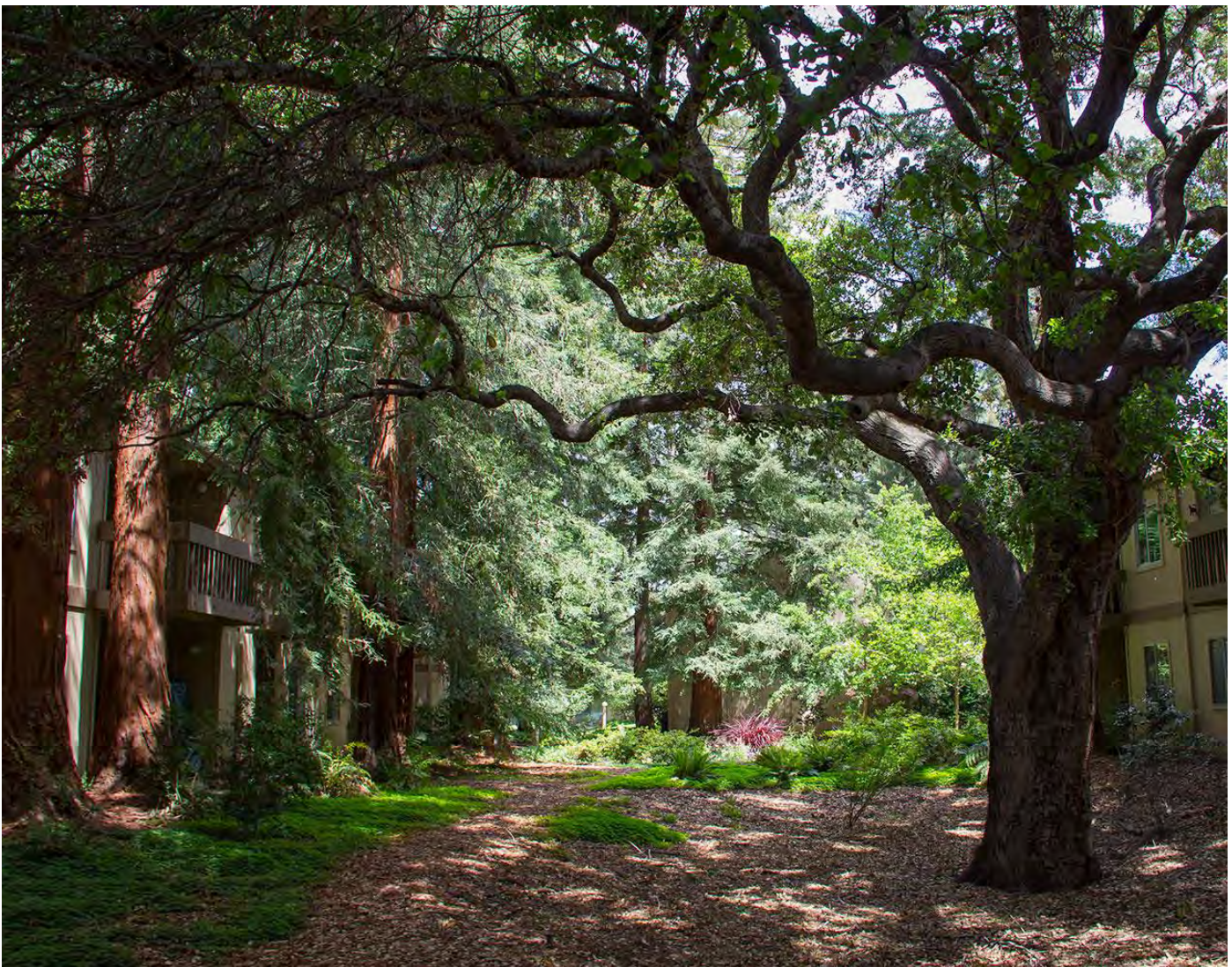
Cameras installed pursuant to this standard and any recordings made therefrom are the property of their owners. Except as provided herein or by written agreement, no persons other than rules or law enforcement officials may be allowed access to video or recordings. The Association is not a party to any agreements between residents regarding camera usage or recording access. The Association has no means to monitor residents' cameras and no homeowner or resident should assume they are being afforded security by the Association or any resident or owner by the presence of any video camera.



## *Use of nails on common property to secure plants or ornaments*

The term *nail* used herein shall refer to nails or screws.

1. An owner must apply to the Architectural Control Committee for permission to use nails outside on any common area, restricted or otherwise (except as noted under Architectural Control Committee Guidelines, Alterations Not Requiring Approval). Such application should include a complete description of proposed location, and of the object(s) intended to be affixed, in order for the Architectural Control Committee to verify the character of object(s) to be non-detrimental to external appearance. Permission will not be unreasonably withheld if used in accordance with these and other Architectural Control Committee guidelines.
2. Nails may only be used in restricted common area or within eight feet of front or back door.



3. Nail size is limited to 6 pennyweight. A nail may not be driven more than 1-1/2 inches into a structure.
4. A non-threaded load-bearing nail to be driven into a vertical surface should be driven at no less than 30 degrees inclination from the horizontal (angled downward from the head into the surface) to enhance its load-bearing ability. Use of a hanger is strongly recommended.
5. A nail shall not be used to support a load of more than 10 pounds. Up to 3 nails may be used together to support not more than 20 pounds.
6. No object may be affixed in a position where it may cause obstruction or nuisance or where it might cause damage to any property or harm to any person if its support should fail.
7. Once driven in, a nail must not be allowed to protrude without supporting its load or without being covered or clearly marked so as to protect from possible damage or injury.
8. When notice has been given by the Association of scheduled painting of common area property, objects affixed by nails obstructing surfaces to be painted must be removed. Nails may remain but must be covered or clearly marked with tape or other suitable material so as to protect from possible damage or injury.
9. If a nail is removed, a color-matched wood dough, putty, or other suitable material should be applied to seal the hole from water and insects. Such seal must be virtually invisible.

**WARNINGS:** These specifications for hanging plants or ornaments are not intended to protect property or anyone's safety. Anyone driving nails into common area property is responsible to verify integrity of the materials and substrate and is fully liable for any damage or injury sustained, directly or indirectly, as a result. The Association and all others shall be held harmless. The Association will not be responsible for paint damage or other damage to personal property affixed to or near common property as a result of painting or maintaining of common property. Failing to remove personal property will make the responsible owner liable for charges incurred for removal of personal property for common property maintenance or painting, and for expenses related to having to return later to complete painting pending removal of the personal property.

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## *Architectural Application*

This is our application form. For some simple projects it may be completed and returned by e-mail. For more complex projects, please attach any drawings, contractor's plans, specification sheets or other relevant information that will enable our Architectural Control Committee to evaluate and act on your application. And good luck with your project!



Phone:

# Owner's project management

Following approval of your [architectural application](#) for changes, you may proceed with your modification project. Please keep the following in mind. **You are responsible to provide the following information to your contractor.**

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## *Before violating any wall or ceiling*

### *Asbestos in original acoustic ceilings*

As originally constructed, ceilings of residential units were covered with an acoustic popcorn-style texturing to help deaden sound. As was common for early 1970's construction, this material had a small amount of asbestos in it. This remains quite safe as long as the material isn't disturbed. Many homeowners have since had this material removed by contractors certified for asbestos removal. However, if your unit still has a popcorn ceiling, you should inform any contractor violating such material—such as someone installing ceiling lights—of the likely presence of asbestos so appropriate precautions may be taken.

### *Asbestos possible in wall compound*

In 2017, a contractor had lab tests conducted on drywall material from a residence. While no asbestos was found in the drywall material, up to 2% asbestos was found in the joint compound used to join sections. You should inform any contractor violating your drywall of the possible presence of asbestos in the joint compound.

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## *Water cut-off for plumbing projects*

For certain plumbing projects, at some point your contractor may need to have water turned off for your building in order to disconnect old fixtures and connect new ones. Of course, this disrupts the water supply to neighboring units. Therefore, *we limit such cut-offs to a Friday between 10 AM and 2 PM.*

To arrange for such a water cutoff, inform your contractor of the time limitation and decide upon the desired date. Then, at least a week in advance

- Contact customer service at CMS ([manager@cplakes.org](mailto:manager@cplakes.org) or 650-961-2630) and advise them you will need to have water turned off to your building on your desired date between 10 AM and 2 PM. CMS will contact the HOA plumber and make arrangements for the water to be turned off at the Association's expense.
- Prepare notices for each of the units affected and post them at the bottom of stairs at least 48- and preferably 72-hours before water will be turned off.

- *In an emergency situation where water must be turned off quickly*, follow the same procedure as above and give your neighbors as much notice as possible. It is particularly important that the Association's plumber be used to turn the water off and on because of the procedure to be used with the re-circulation pumps. If you have your own plumber turn off the water and it is not turned back on correctly, or if something gets broken, you will be responsible for the cost of repair.

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## General construction requirements

### *Permitted work hours*

No work that may disturb neighbors may start before 8:00 am or continue after 6:00 pm unless permission has been given by the resident to work within the resident's unit without disturbing neighbors. In no case should work continue after 10 pm.

No work that may disturb neighbors may be performed on weekends or holidays.

### *Attention to standards of quality and workmanship*

Units at Cypress Point Lakes are a major investment for our members who have a right to expect quality work and materials commensurate with that investment.

- Liberal use should be made of sound-proofing insulation in ceilings and walls, particularly those separating units. We recommend *Roxul Safe N'Sound* acoustic insulation or equivalent, available at Home Depot and Lowes.
- Finished surfaces must be plumb or flat and even and texture must match existing. For example, surfaces must not be left as simply *Skip Trowel* if original texturing was something else.
- Paint should match original in both color and finish, e.g., flat finish should not be used if the original was semi-gloss.

### *No onsite disposal of demolition debris*

Our dumpsters may not be used for disposing substantial amounts of demolition materials. Such materials must be removed from the premises.

Homeowners are responsible to ensure demolition debris, discarded appliances, furniture, fixtures, mattresses and other waste products are not disposed of in or left by our dumpsters, but are hauled offsite to the dump, recycling, charity or other location.

### *Porta-potties*

Porta-potties are not allowed on the premises during owners' renovations. If your toilet(s) will be out of service, please provide your contractor with your clubhouse key or your gate key for Stage I pool bathrooms.

### *Thorough cleanup required*

At the end of each day during construction, care should be taken to perform at least moderate cleanup, minimize exposure of construction materials and tools, which should appear localized, stacked and organized.

*Thorough debris policing* is expected following completion of any project. There must be no paint, joint compound, wallboard dust, nails or other debris whatsoever visible or remaining on any common area outside a unit. Any cleanup that must be effected by the Association will be assessed to the responsible unit owner.

The Association will not be responsible for lost or stolen tools or materials.





# Courtesy Reminder

Date/Time: \_\_\_\_\_ License: \_\_\_\_\_

Location: \_\_\_\_\_

If you are a visitor to Cypress Point Lakes, welcome. Whether you are a visitor or a resident, we would appreciate your helping us to maintain the safety and pleasant environment we work hard to protect in our neighborhood by observing the following checked items:

- ☐ No vehicle shall travel faster than 15 miles per hour on the property.
- ☐ Residents should park only in their carports or unassigned parking spaces. Residents should inform visitors to park only in open, unassigned parking spaces.
- ☐ Residents must use their own carport before parking in a shared space.

☐ Parking in spaces marked "72 hours" is limited to 72 hours *cumulative* in any 7-day period in *any* such space.

☐ Vehicles are prohibited from occupying more than one parking space.

☐ No motorized vehicle or bicycle may be parked on a sidewalk, in a fire lane or other no-parking zone.

☐ Only non-commercial passenger cars and vans, and pickup trucks up to ¾-ton owned by residents are permitted to park on the property. Exceptions include (a) vehicles belonging to current visitors and contractors actively providing services and (b) passenger cars and vans, and pickup trucks up to ¾-ton used by residents for both business and personal use, provided that any signs or markings are unobtrusive and inoffensive as determined by the Board.

☐ No vehicle leaking fluid, emitting excessive noise or exhaust may be operated or parked on the property.

☐ No part of the common grounds may be used for repairs, painting, construction or reconstruction of any vehicle, boat or any other item, with the exception of minor repairs to a resident's vehicle described in the vehicle owner's manual as owner maintenance.

☐ No unregistered vehicle or vehicle in disrepair may remain on the premises except that a resident's vehicle that comes into disrepair after being registered to that resident for at least 90 days and is otherwise compliant with these rules may remain for up to 30 days in the resident's assigned space.

**NOTICE: A vehicle parked in violation of these regulations may be towed away at owner's expense per California Vehicle Code 22658.**

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# Courtesy Reminder

Date/Time: \_\_\_\_\_ License: \_\_\_\_\_

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