SILVERTIDE AT BEAR BRAND

HOMEOWNERS ASSOCIATION

RULES
AND
REGULATIONS

REVISED
February 16, 2022

Silvertide at Bear Brand Homeowners Association
c/o Ammcor Management Company
1211 Puerta Del Sol, Suite 120
San Clemente, CA 92673
949-661-7767

August 17, 2022

Hello to all homeowners and residents from the HOA Board at Silvertide @ Bear Brand.

The Silvertide board members work diligently on maintenance of the community property and on enhancing its beauty. Monthly walks help to identify repairs needed and provide ideas as to how we can all improve the overall look of our community.

On these walks and through comments from our residents we have identified two problems that greatly affect the beautiful, cohesive look of Silvertide. In addition, the problems identified create potentially increased maintenance and repair costs to the HOA, which ultimately could result in increased HOA dues.

In recent newsletters we have emphasized the need for each resident to assure that our governing documents are being followed regarding decks and potted plants. A copy of the current rules for Silvertide is included with this letter.

- We are seeing a trend in our community in which residents are placing various types of "fences" on their decks, including trellises and privacy-type screens, at least one of which has been attached to the common area stucco wall. These types of exterior improvements require the prior approval of the Association and may be subject to removal if not approved.

- If you have made any exterior change to your balcony/deck, then you must submit an architectural application for possible retroactive approval or your improvement may need to be removed.

- Plants must be well maintained and trimmed and most importantly must have saucers underneath to protect the structure underneath as required by Silvertide's rules and regulations.

If plants drain continuously onto the stucco or deck damage occurs.

Last year the HOA spent $80,000.00 for deck maintenance and repairs. Some of the cost was necessary due to negligence of the occupants. It is imperative that we all work together to protect our investment. In closing, the board sincerely requests that everyone complies with these very important rules and regulations to avoid enforcement actions against them, including hearings and fines.

We appreciate your cooperation and compliance so that we all can continue to enjoy our exceptionally beautiful community.

Sincerely,

The Board of Directors,
Silvertide at Bear Brand Homeowners Association

COMMON PROPERTY RULES

(CC&R'S Article's I, Section 1.7)
(CC&R'S Article's II, Section 2.7)
(CC&R'S Article's III, Section 3.7)
(CC&R'S Article's VIII, Section 8.3 and 8.6)

Strict control and enforcement of the use of landscaped and common areas is necessary for the benefit of the Association and unit appearance.

The following rules apply regarding landscaping and common areas:

1. Owners or tenants and guests are prohibited from destroying, removing or altering the landscaping in the common area, regardless of the condition of the plants.

2. The common areas, especially the landscaped areas are intended for the mutual enjoyment of all residents and are not to be used as playgrounds.

3. Littering of the common areas is not permitted.

4. Trash must be disposed of in properly sealed or tied bags. All trash must be placed inside garbage bins. Piling of trash outside of garbage bins will not be permitted.

5. All walkways shall be limited to pedestrian traffic only. Bicycles, motorcycles, scooters, skateboards, roller skates, roller blades, and the like are not allowed on the walkways, lawns, landscaped areas, or in the pool area.

6. No clothing, linen, towels, laundry or the like shall be kept maintained on a balcony or patio of a unit, or on any portion of the common areas.

7. No loud noises, noxious odors, noisy or smoky vehicles, horns, whistles, bells or other sound devices, except security devices used exclusively to protect the residents, the unit and its contents, are permitted. Noise levels, at any time of the day, must be kept to a minimum so as not to disturb the neighbors.

8. Bouncing of balls against the buildings is not permitted.

9. The streets (of Silvertide) while private streets, are intended for egress and ingress of vehicular traffic only and are not to be used as playgrounds.

10. No toys, trash, or other miscellaneous items may be left on any portion of the common area.

(Continued on next page)

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

COMMON PROPERTY RULES CONTINUED

11. All potted plants on the stairs and decks must be placed in leak proof trays that will contain all drainage from the pot. No potted plants or items of any kind may be placed on patio or kitchen ledges or any portion of the exterior common area. Under no circumstances shall trays and/or pots be permanently attached to any building structure. It is recommended that no more than 3 potted plants be on any deck at any time.

12. No resident shall do anything to impair, prevent, or restrict the Association's maintenance of common area.

13. Garage sales by individual homeowners or tenants are not permitted. The Silvertide Homeowners Association will sponsor an annual community-wide garage sale for the benefit of all residents. All items for sale must be in the garage, not in the driveway, or in the street.

14. Only curtains, drapes, shutters or blinds may be installed as window covers and must be maintained in good condition. No aluminum foil, paint, newspaper or similar covering deemed to be inappropriate for a window covering by the Architectural Committee/Board of Directors shall be applied to the windows or doors of any building.

15. Holiday lights may not be permanently attached to the common areas, including the buildings. Holiday decorations can be installed no earlier than Thanksgiving weekend and must be removed by January 13th.

16. Tampering with or adjusting sprinkler heads is prohibited. Irrigation problems should be reported promptly to the management company.

NOTES:

Should damage occur to common area or exclusive use common area as a result of violation to COMMON PROPERTY RULES, the association may charge the responsible owner for all repairs to damaged area as provided in Silvertide governing documents.

17. Residents shall not be allowed to remove, trim, or change plantings in any common area maintained by the Association without prior written approval from the Association.

18. Operating a drone within the community without prior approval is not permitted.

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

PARKING/GARAGE RULES

(CC&R's Article VIII, Section 8.2)
(CC&R's Article XV, Section 15.2 and 15.6)
(California Vehicle Code, Section 22658, 22658.2 and 22583)

Parking in Silvertide at Bear Brand is a right and a privilege all residents share equally. All the streets within Silvertide are private streets and therefore are subject to the control of the Association. Your cooperation with the approved parking area regulations will ensure the continued enjoyment of all residents equally. It will also ensure proper access for emergency vehicles.

1. Residents must park a vehicle in their garage.

2. Any outdoor-parking spaces marked "Guest" are not for resident use.

3. Homeowners are required to provide the management company with a list of vehicles that belong to their residence. For new homeowners, this shall be done within two (2) weeks of moving in.

4. Vehicles parked or stored in the same parking space for more than four (4) days are subject to being towed (subject to Rules of Enforcement Policy pages).

5. Any vehicle suspected of being stored/not in use is subject to being towed (subject to Rules of Enforcement Policy).

6. Homeowners are responsible for any and all parking violations of their tenants and guests.

7. All vehicles in parking spaces must be pulled all the way into that space, to the curb, to prevent interruption of the traffic flow.

8. No boat, trailer, recreational vehicles, or inoperable vehicles may be parked or stored anywhere on the property for more than twenty-four (24) hours.

9. No over night parking of commercial vehicles is allowed.

10. No repairs or restorations of any motor vehicle, boat, trailer, or any other type of vehicle within Silvertide shall be allowed, except wholly within the resident garage.

11. Vehicle must have a current DMV registration or they will be subject to tow away at the owner's expense. No inoperable vehicle shall be stored on the property.

12. Vehicles are allowed to be parked by the resident at those Units with driveways provided that the vehicle does not extend over the curb.

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PLEASE NOTE:

While a Notice or Citation will be placed on vehicles for violation of Association rules, these notices are provided as a courtesy only. The Association will not be responsible should any vehicle be towed for violation of the above stated rules, whether or not a notice or citation was placed on the vehicle.

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

GARAGE USAGE

1. Garages are to be used to park vehicle owned, operated or within the control of the resident of a unit.

2. Garage shall be used for parking vehicles only and shall not be converted to or for use of recreational activities, storage purposes, living arrangements or business purposes that prohibit parking a vehicle.

3. Garage doors shall remain closed at all time, except for loading or unloading of merchandise or passengers.

4. Vehicles shall not be overhauled, nor shall repairs be conducted on any portion of the properties except in owners garage (i.e., the vehicle and all tools must remain inside the garage.)

5. No garage, trailer, camper, motor home, or recreational vehicle shall be used as a residence in the properties either temporarily or permanently.

6. All garage driveways must be kept free from oil leakage and debris.

7. New move ins will have thirty (30) days to arrange their garage to accommodate vehicle parking.

VEHICLE REGISTRATION FORM

NAME:_____ **ADDRESS:**_____

MAKE	MODEL	LICENSE PLATE	COLOR	YEAR	OWNER	TENANT
HONDA	CIVIC	123456	BLACK	2016	X	

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

TRAFFIC REGULATIONS

The California Department of Motor Vehicles has specific code and safety driving practices that regulate the operation of a motorized vehicle or bicycle. Therefore, driving competency is a top priority within the Silvertide community.

1. The speed limit within the community is 10 MPH as posted.

2. All stop signs and other traffic regulating devices shall be observed and followed by all operators of vehicles at all times.

3. All vehicles operating within the community shall be duly licensed and operated as required by the Vehicle Code including noise abatement and shall be driven by legally licensed drivers.

4. No vehicles shall be operated within the community in a manner, which is unsafe or presents a danger to the safety of persons or property.

5. Motorcycles must be street legal and may be ridden to and from residence only and are strictly prohibited from using the Silvertide streets for recreational purposes.

6. Mopeds and motor bikes are subject to vehicle code restrictions (i.e., both driver and motor bike must be licensed). Motorcycles, mopeds or other motorized vehicles having less than four wheels are prohibited from operating on any part of the property, except for the purposes of traveling directly between the entrance to the community and the unit.

7. Excessive loud noise from any vehicle or motorcycle is not permitted.

NOTE:

ANY QUESTIONS REGARDING VIOLATIONS WILL BE DETERMINED BY THE BOARD OF DIRECTORS.

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

PET RULES

(CC&R's Article VIII, Section 3.7 and 8.7)
(California Civil Code, Section 1360.5)

Strict animal control is necessary and in the best interest of the Association.

The following rules apply regarding pets:

1. No owner shall be allowed to keep pet(s) that the Board of Directors determines to be a nuisance. If a nuisance is determined to exist, the Board may restrict the number of pets, as well as the size of the pet(s).

2. No more than two (2) household pets may be kept in the residential unit (i.e., one dog, one cat, or two dogs or two cats.)

3. Pets are not allowed to be unattended in the Common Area and must be held on a leash at all times by a person capable of controlling the pet.

4. Each owner is required to pick-up his/her pet's waste and disposing of it in a sanitary manner.

5. Excessive dog barking or other animal noise will be deemed a nuisance and subject to fine for continued disturbance of the peace and enjoyment of the community.

6. Each owner will be held responsible for any damage to the common areas due to his/her pet(s).

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION
SIGNS POSTERS, FLAGS and BANNERS
(CC&R's Article VIII, Section 8.4)
(California Civil Code Sections 713, 1353.5 & 1353.6)

The use and displaying of signs, posters, flags, and banners is limited for the benefit of the Association and unit appearance. The following rules and regulations apply:

1. The American Flag

   A. The American Flag may be displayed by a homeowner on or in the Owner's separate interest Unit or within the Owner's exclusive use common area.

   B. The American Flag must be made of fabric, cloth, or paper and may be displayed from a staff or pole or in the window of the Owner's Unit.

   C. The American Flag may not be a depiction or emblem of the flag that is made of lights, paint, flora, balloons, or any other decorative components.

2. Displaying Noncommercial Signs, Posters, Flags, or Banners (hereafter "Signs")

   A. "Signs" may be displayed on or in the Owner's separate Unit, except if they become a safety issue or if the posting or display would violate a local, state or federal law.

   B. The "signs" may be made of paper, cardboard, cloth, plastic, or fabric.

   C. The "signs" may not be made of lights, flora, balloons, roof, siding or any other similar building component, or including the painting of building surfaces.

   D. The Association may prohibit signs and posters that are more than nine (9) square in size, and flags or banners that are more than fifteen (15) square feet in size.

   E. "Signs" of a commercial nature (i.e. advertising a product or service for profit) are not permitted.

3. Display of "For Sale, Lease or Rent" Signs

   A. Homeowners or his/her agent may display signs, which are reasonably located in plain view of the public and are of reasonable dimensions and design.

   B. The Association suggests the signs be longer than four (4) square feet and be professionally prepared.

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

POOL/SPA RULES

(CC&R's Article VIII, Section 8.3)
(CC&R's Article XV, Section 15.6)

The pool/spa facility is available to all owners or tenants of Silvertide with proper identification and a pool key and is accessible through the pool gates only. Use of the pool/spa facility is a privilege that is enjoyed by all owners or tenants. Consideration of others rights and privileges is essential, therefore, the following rules apply.

1. Pool/spa hours are 7:00 AM to 10:00 PM daily. No exceptions.

2. California State Law requires that the pool gates be closed at all times.

3. California State Law prohibits the use of the pool by anyone under 14 years of age without supervision by a parent or legal guardian over age 18.

4. County Ordinance prohibits children under the age of 14 years from using the spa.

5. All guests must be accompanied by a resident. A maximum of six (6) guests are allowed per residence unless approved by the Board of Directors.

6. Loud or disturbing noise is prohibited. Only headphones are permitted when listening to the radio, tape deck or stereo equipment so as not to annoy other persons using the facilities or living in the surrounding units.

7. No diving, smoking, horseplay, running or alcoholic beverages are allowed.

8. County Health Regulation prohibits pets in the pool and spa area.

9. No playing with the pool safety equipment.

10. No glass or Styrofoam allowed.

11. No bicycles, skateboards or wheeled equipment are allowed in the pool/spa area.

12. All trash must be placed in proper receptacles.

13. Use of the pool facilities while under the influence of alcohol or any debilitating narcotic, debilitating drug or debilitating medicine is strictly prohibited.

14. Persons using suntan lotions, oils or creams must shower before entering the pool or spa.

(Continued on the next page)

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

POOL/SPA RULES CONTINUED

15. If heavy sun block lotion/tanning oils are used do not use pool lounges or chairs without properly protecting them with a towel.

16. The pool furniture is to remain on the pool deck at all times.

17. Persons with communicable diseases or open healing wounds are not allowed in the pool or spa.

18. Persons whose use of the pool would present a health or safety risk are not allowed in the pool or spa.

19. Children in diapers are prohibited from using the pool. All children using the pool shall wear a form fitted bathing suit.

NOTE:

Nominal pool temperature will range between 80-82 degrees. Nominal spa temperature will range between 102-104 degrees. Pool is heated starting May 1 through October 31.

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IMPORTANT NOTATION

THERE IS A NOMINAL CHARGE FOR LOST KEYS. THE CHARGE IS NECESSARY SINCE THE REPLACEMENT IS A SPECIAL NON-DUPLICABLE POOL/SPA KEY.

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

REPAIR AND MAINTENANCE BY OWNERS

(CC&R's Article I, Section 1.7)
(CC&R's Article I, Section 1.15)
(CC&R's Article II, Section 2.9)
(CC&R's Article III, Section 3.7)
(CC&R's Article XV, Section 15.2)

Each owner shall maintain his/her unit in a clean, sanitary and attractive condition in accordance with the overall construction design of the Silvertide community. The Association shall not be responsible for, or obligated to perform those items of maintenance repair or improvement of a unit, the maintenance of such is the responsibility of the unit owner.

1. Each owner is responsible for the repair and maintenance of the unit which includes the fireplace box and chimney, interior walls, ceilings, floors, the doors (except for exterior paint), windows, water heaters, permanent fixtures, deck and stair coating and light fixtures controlled from the unit.

2. Each owner is responsible for the maintenance of the Trap Primer located behind the metal access panel next to the washer/dryer on second floor units only. This is a Unit Component and failure to maintain the Trap Primer in proper working order may result in damage to Association property. The Association may assess an owner for the cost of repairs to damaged areas within the unit or adjacent units.

3. Each owner is responsible for the maintenance of the Water Pressure Regulators located in the garage of each separate unit. The maintenance responsibilities include the proper adjustment of the water pressure to the recommended 60-80 psi (pounds per square inch), and the replacement of the regulator in the event of a malfunction. The Association may assess an owner for the cost of repairs to damaged areas within the unit or adjacent units.

Special Notation

Items #2 and #3 may require the services of a licensed plumber.

4. An owner will be held responsible for the repair of any damage to Common Area forming the boundaries of the Unit, if the damage was caused from within the Unit. If it is determined that the damage to the Unit was due to the acts or omission of the Owner, the Owner will be responsible to reimburse the Association for the cost to repair any resulting damage.

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REPAIR AND MAINTENANCE BY OWNERS CONTINUED

5. The exclusive Use Common Areas (defined as the patios, decks, entry courts and exterior stairways) shall be kept free from debris and maintained in a reasonably good state of repair, meaning a clean and sanitary condition. (See exhibit B for Deck and exterior staircase maintenance procedures.)

6. Each owner shall be responsible for maintaining those portions of any heating and cooling equipment and other utilities, which are located within, or which exclusively service the unit.

NOTE:

It is the responsibility of each homeowner or tenant to carry his/her own personal property and liability insurance policy. (CC&R's Article IX, Section 9.3)

Owner/tenants should consult with their individual insurance broker or agent in order to make an informed decision as to the type of insurance to purchase that will protect against loss or damage.

Silvertide at Bear Brand Homeowners Association Rules and Regulations, revised 7/15/2010

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

TENANT/GUEST RULES
(CC&R's Article, VIII, Section 8.3)

The following rules apply regarding tenants and guests:

1. The owner shall have the responsibility to acquaint their tenants and guests with the Rules and Regulations of the Association and are responsible to furnish a copy of said Rules and Regulations and the governing documents to their tenants.

2. Fines for non-compliance of the Association's Rules will be assessed against the owner even though the infraction was committed by their tenant or guest.

3. Owners of rented or leased units, who delegate their right to use and enjoyment of the Common Property to their tenants, relinquish their right to use and enjoyment of the Common Property.

NOTE:

It is the responsibility of every homeowner to inform their tenant and guests of the rules and regulations established for the Silvertide Community.

The homeowner must notify the Property Management Company with the names and phone numbers of all renters/lease holders within two (2) weeks after the property is occupied or re-occupied and provide make/model and license plate number of all tenant vehicles.

RENTER'S COVENANT AGREEMENT

This agreement is between_____hereafter referred to as "Owner", and _____hereafter referred to as "Tenant", and concerns the Unit address known as _____, Dana Point, CA, 92629 hereafter to be referred to as the "subject property".

Leases must be a minimum of 30 days *(CC&Rs Article III, Section 8.1, Single Family Residence, "...An owner may rent his Unit to a single Family provided that the Unit is rented for a term greater than thirty (30) days, subject to all of the provisions of the Declaration."*

1. The use of the "subject property" is subject to the Declaration of Covenants, Conditions and Restrictions (CC&R's) for the Silvertide at Bear Brand Homeowners Association recorded September 7, 1988, as part of the Official Records of Orange County, California and any amendments thereafter.
2. Tenant has received and hereby acknowledges receipt of a copy of the Silvertide at Bear Brand Homeowners Association Rules and Regulations and CC&Rs. Tenant hereby agrees, covenants, and warrants that during the tenancy of subject property, tenant will do no act or permit others to do any act that constitutes a violation of said CC&Rs and/or Rules and Regulations.
3. Owner is responsible for any violations or damages to common area caused by a tenant during the duration of the lease.

Executed on:_____, 20_____

_____	_____
Owner's Signature	Owner's Phone Number
_____	_____
Owner's Signature	Owner's Phone Number
_____	_____
Tenant's Signature	Tenant's Phone Number
_____	_____
Tenant's Signature	Tenant's Phone Number

****

Management: Received _____, 20____ Initials: _____

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

ANTENNA/SATELLITE TV DISHES

(California Civil Code, Section 1376)
(CC&R's Article I, Section 1.7)
(CC&R's Article II, Section 2.7 and 2.9)

The Federal Communications Commission (FCC) has issued a ruling that permits Homeowners the right to install television antennas/satellite dishes in exclusive use common areas so long as the antenna or satellite dish does not encroach on general use common area.

The following rules and regulations regarding the installation of TV antenna/satellite dishes apply:

I. The Association requires that the homeowner file an application or give notice to the Association prior to the installation of a TV antenna or satellite dish.

II. The TV antenna or satellite dish shall have a diameter or diagonal measurement of no more than one meter (39 inches or less).

III. The Association requires the homeowner to obtain permission from the Association prior to installing an antenna or satellite dish on any other Owner's Unit.

IV. The Association has preferred areas for the placement of TV antenna/satellite dishes that does not impair the ability to receive clear signals. (Contact the Management Company for a list of preferred placement areas.)

V. Homeowner shall be responsible for the maintenance, repair or replacement of roofs or other building components affected by the installation or removal of TV antenna or satellite equipment.

VI. Require installers of TV antennas or satellite dishes to indemnify or reimburse the Association or its members for loss or damage caused by the installation, maintenance or care of the antenna or dish.

NOTE:

The above stated rules and restrictions are not meant to delay or prevent installation or use of the antenna or satellite dish system; nor increase the cost of installation; or decrease the efficiency or performance of the system.

however, it must be porous and **NOT** have black rubber backing or be of a petroleum (oil) or rubber base.

MECHANICAL EQUIPMENT/SATELLITE DISHES

Equipment such as satellite dishes and/or cables and wiring **SHALL NOT** be mounted or drilled through any part of the deck system, or nearby stucco walls, or trimmed windows. Non-compliance will compromise the integrity of the system and void the warranty of the deck or staircase systems.

PETS

DO NOT allow pets to scratch or chew the deck or staircase surfaces. Pet waste must be removed immediately, as pet waste contains acids which will stain and deteriorate the deck or staircase surfaces. See cleaning procedures as previously outline (1 & 2)

PLANTER BOXES OR FLOWER POTS

These items should be raised off of the deck and moved every 2 months to allow for the deck or staircase systems to drain and thoroughly dry out. Planters that drain directly onto the deck may cause staining.

GENERAL INFORMATION

Keep all drainage points clear of debris in order for water to drain properly from the deck or staircase. **DO NOT** allow repeated or prolonged contact of oil or solvent-based materials with the deck or staircase surfaces. If damage to the deck or staircase system occurs, it is critical that the affected areas to corrected immediately. Notify the management company as soon as possible so that the problem can be immediately evaluated by the deck or staircase contractor. **This is imperative to prevent collateral damage to the deck surface and structure.

HOMEOWNERS WILL BE RESPONSIBLE FOR ANY AND ALL COSTS DUE TO NEGLIGENCE OR DELIBERATE NON COMPLIANCE.
FROM THE CC&R'S — PAGE 11, ARTICLE 2.7: THE ASSOCIATION SHALL NOT BE RESPONSIBLE FOR OR OBLIGATED TO PERFORM THOSE ITEMS OF MAINTENANCE, OF THE UNITS OR EXCLUSIVE USE COMMON AREA, THE MAINTENANCE OF WHICH IS THE RESPONSIBILITY OF THE OWNER AS PROVIDED IN THIS ARTICLE.

EXHIBIT C

CENTRAL AIR CONDITIONER UNIT-DECK AREA

A Central Air Conditioner unit maybe installed on exclusive use common area deck. The specifications for the installation must compile with the following conditions.

A. The air conditioner unit must in accordance with the enclosed A/C Condenser Pad specifications.

B. The air conditioner unit must be installed on top of vibration isolators.

C. Any damage to the building structure, exclusive use common area or common area resulting from the installation and/or removal of the A/C unit is to be repaired in accordance with the CC&R's Article I, Section 2.7 and 2.9.

D. Permits from the City of Dana Point must be obtained, if required.

I_____, living at_____have had all documents supplied by Silvertide at Bear Brand Homeowners Association and agree to comply with all the installation guidelines.

Date: _____

(CC&Rs Sections 1.15, 2.7) All repairs inside the unit (i.e., paint, wallpaper, cabinets, floor coverings, personal property, etc.) are the responsibility of the unit owner. (CC&Rs Section 2.9) However, if a common area water leak is caused by an act of a unit owner or his/her family members, tenants, or guests, then the owner may be responsible for the cost to repair the common area damage caused thereby. (CC&Rs Section 3.7)

In the event of a leak or water intrusion caused by the failure of a component for which a unit owner is responsible, the unit owner is responsible for the cost of repairs to their unit. For damage to the common area caused by such water leak, the Association will make the repairs but the cost of such common area repairs may be assessed to the unit owner, after notice and hearing. (CC&Rs, Sections 3.7) Absent written Association authorization, owners are not permitted to conduct repairs to the common area.

Association's Right to Repair: In the event that an owner fails to accomplish the necessary maintenance and repair to their unit following a water leak, the Association may, but is not obligated, to perform the repairs. After reasonable notice to the owner and, in compliance with the Association's governing documents, the Association may enter the unit and conduct the necessary repairs or replacements, the cost of which shall be charged back to the owner as a special assessment, after notice and hearing. (CC&Rs Sections 2.7, 3.7)

Tenants: To assist in the timely reporting of water leaks and other water intrusions, offsite owners shall provide their tenant(s) with the owner's emergency contact information along with the Association management's contact information (above) so that tenants can immediately report water leaks and water intrusions to both the owner and the Association. Homeowners must also provide emergency contact information and tenant contact information to the Association's manager for use in the event a leak is reported in or near their unit. Owners are responsible for water leaks originating from within their unit. If a tenant delays in reporting a water leak or other water intrusion, then the unit owner is still responsible.

Offsite owners are therefore encouraged to frequently inspect their units (especially if the unit is vacant) to ensure that no water intrusion event goes unreported for any period of time. An inspection every 14 days is recommended, but in no event should units be inspected less than every 30 days. Again, unit owners are responsible for their tenant's actions, including their failure to timely report a water intrusion event, and the unit owner (not the tenant) will be financially responsible for the repair costs. (See CC&Rs Section 3.7)

Insurance: In accordance with the governing documents, the Association maintains a master fire and casualty policy of insurance covering the common area and portions of the units consisting of all fixtures, installations or additions comprising a part of the building housing the unit and all built in or set in appliances, cabinets and initial basic floor coverings, as initially installed or replaced in accordance with original plans and specification for the Project or as installed by or at the expense of the owners. (CC&Rs Section 9.1) Each owner is responsible for insuring their personal property and all other property and improvements within their unit. (CC&Rs Section 9.3)

A lack of insurance coverage for any particular loss does not relieve a unit owner of financial responsibility. The Association recommends that unit owners maintain an HO6 or equivalent policy for their personal property and all other property and improvements in their unit. However, unit owners are responsible for and are encouraged to carefully review and consult with their own insurance professional about their insurance coverage.

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION
FINE SCHEDULE

The Board of Directors has established the following rules governing the imposing of fines in order to provide sanctions against violations of the Association's CC&R's, Bylaws, Rules and Regulations, Architectural Guidelines, and California Law. Fines may be levied by action of the Board in accordance with the schedule below. Such fines shall become an obligation of the individual unit owner.

1. **FIRST OFFENSE:** A notice of violation will be sent to the unit owner and shall provide a date for correcting the violation.

2. **SECOND OFFENSE:** A notice of hearing to appear before the Board of Directors will be sent to the unit owner. After the hearing the Board may assess a fine in the amount of **$100.00** to the owners account and/or may take any other action set forth in the Bylaws, Article XII, Section 12.1. A notice of ruling will be sent to the unit owner following the hearing.

3. **THIRD OFFENSE:** The Board may assess a fine in the amount of **$150.00 plus legal fees,** if any, to the owners account and/or may take any other action set forth in the Bylaws, Article XII, Section 12.1. A notice of ruling will be sent to the unit owner following the hearing.

4. **FOURTH OFFENSE:** The Board may assess a fine in the amount of **$200.00 plus legal fees,** if any, to the owners account and/or may take any other action set forth in the Bylaws, Article XII, Section 12.1. A notice of ruling will be sent to the unit owner following the hearing.

5. If the same violation occurs within a twelve (12) month period from the date of the first violation, a warning notice will not be sent. The owner will receive a hearing notice to appear before the board of directors. If the results is a monetary fine, a fine of **$200.00** will be assessed to the owner's account, subsequent violations shall result in a fine that will thereafter double.

6. Should a violation occur which imposes a financial obligation to the Association, then the party responsible for said violation shall reimburse the Association for expenditures which shall include repairing or replacing any portion of the common area property or exclusive use common area which is damaged, and all court costs and reasonable attorney's fees incurred in enforcing any provision of Silvertide's governing documents.

RENTER'S COVENANT AGREEMENT: An owner must provide the Association with a copy of the signed "Renter's Covenant Agreement" confirming that all tenants have been given copies of the required documents, as set forth in the Association's CC&Rs and Rules and Regulations, at least seven (7) days prior to the move in date. A homeowner violating this requirement is subject to a fine in an amount not to exceed $300.00.

SILVERTIDE AT BEAR BRAND HOMEOWNERS ASSOCIATION

RULES ENFORCEMENT POLICY

The Board of Directors of Silvertide at Bear Brand Homeowners Association adopt, approve and consent to the Rules Enforcement Policy governing the Association and its Members.

A "Violation Report" may be filed with the Board of Directors by an individual unit owner or a Board member. A violation is defined as an act in conflict with the governing documents (CC&R's, Bylaws, Rules and Regulations and Architectural Guidelines). Violations will be processed according to the procedures outlined below.

DISCOVERY OF VIOLATION

In the event any homeowner or member of the Board of Directors files a written complaint or a "Violation Report" (see exhibit A) the Board will act as follows:

1. The Board of Directors will conduct an independent investigation before a violation notice is sent to the homeowner.

2. If the Board of Directors has determined that a violation has occurred, a letter will be sent to the owner stating the violation and the date for correcting said violation.

3. In the event the violation is not corrected by the specified date, a second letter will be sent affording the member the right to a hearing. In accordance with Bylaws, Article XII, Section 12.1, the Board of Directors shall have the right, after affording the member an opportunity for a hearing, to take any one or more of the following actions:
    - A. Levy a fine
    - B. Suspend or condition the right of the member to use any recreational facilities owned, operated or maintained by the association;
    - C. Suspend member's voting privileges;
    - D. Enter a residence to make necessary repairs, or to perform maintenance which, according to the Declaration, is the responsibility of the owner of such residence.

4. In accordance with the Bylaws, Article XII, Section 12.4, the hearing shall be held before the Board of Directors in Executive Session and shall be documented in the minutes of the meeting.

5. Homeowners who resort to a court of law for relief from a fine or suspension of privileges as a result of a violation or non-compliance of the associations governing documents, and whom the court denies, shall be responsible for all legal costs incurred by the Association.