

DATE: November 11, 2025
TO: The Membership – Bayside Owners Association
FROM: The Board of Directors
RE: 2026 Budget – Effective January 1, 2026

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

As a result of this review, the Board has determined that effective January 1, 2026, the overall budget of the Association's expenses will require an increase of 5.53% to meet the association's financial needs in the upcoming fiscal year. The association's assessments are calculated on a variable assessment schedule which means our legal documents require some expenses be allocated differently based on unit size or type. This is called a "variable assessment" because the resulting assessment amount varies from unit to unit. A variable assessment schedule is included in this budget packet to show the amounts owed by each unit. Please review the schedule to determine your new assessment amount.

What Is Included In This Budget Packet?

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

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

About the Reserve Study

California law requires the association's Board of Directors to “cause to be conducted” a reserve study with an onsite inspection at least once every three years. Although the law does not require the Board to perform a reserve study in years two and three, the law does require an annual disclosure to be distributed to the membership in those years. To ensure that the association’s major components are appropriately identified, the Board hires a professional reserve analyst for these services.* The “Executive Summary” in this packet will show whether or not a site inspection was completed this year as determined by the Board.

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

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

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

- 2) **The association has a total of \$8,645,384.92 in actual accumulated reserve funds as of September 30, 2025. The Board anticipates that the amount will decrease to \$8,209,481 by the end of the current fiscal year. According to the reserve analyst, the total replacement cost for all major components is \$12,443,573. The current reserve fund amount represents 66% of the projected total replacement cost.** Although this number usually seems low, the legislature requires the Board to disclose (in boldface type) how much it would cost the association to rebuild all of its major common area components if they were replaced all at once.
- 3) According to the reserve analyst, at the start of the upcoming fiscal year the association is anticipated to be 66% funded to the “ideal funding level”. That number represents the amount the association is anticipated to have on hand to repair or replace major components when they are scheduled to be repaired or replaced.
- 4) The Board of Directors has determined to defer or not undertake repairs or replacement of the following major components with a remaining life of 30 years or less (as identified in the reserve study as having 30 – 0 years remaining life):

Item #	Item Description	Reason for Deferral or Decision to Not Undertake Repairs/Replacement
113	Balcony Tile Flooring – Maintain	A proposal has been approved for balcony inspections to take place early next year, with maintenance recommendations to follow.
407	Gas Grills – Replace	Postpone to 2027 as part of the upcoming 3 rd floor/common area renovation project.
906	Sauna Room – Refurbish	Postpone to 2027 as part of the upcoming 3 rd floor/common area renovation project.
312	Booster Pump Sled: B – Refurbish	Postpone to 2026 due to current working condition.
803	Reheat Tanks: B – Replace	Postpone to 2026 due to current working condition.
1558	Garage Gate Operators – Replace	Anticipated to replace in 2026 along with the garage gates.
327	Garage/Stair Light Fixt's – Replace	Anticipated to replace in 2026.

Insurance Information

The association carries General Liability insurance in the amount of \$2,000,000 which meets the minimum amount specified in California law to ensure that owners are only individually liable for their proportionate share of special or regular assessments levied to pay any judgments against the association which exceed the limits of the association's insurance.

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

Other Disclosures

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

Please contact our community manager, Rosanne Alcantara at 619-255-5771 or via e-mail at Rosanne.Alcantara@fsresidential.com should you have any questions or if you would like to have a copy of the complete *pro forma* operating budget provided to you at the association's expense or a copy of the complete reserve study plan. These documents are also available for review at 1325 Pacific Highway, San Diego, CA 92101 by appointment.

ANNUAL POLICY STATEMENT – BAYSIDE OWNERS ASSOCIATION

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

1. The name and address of the person designated to receive official communications to the association is the Manager on behalf of the Bayside Owners Association c/o FirstService Residential Management, 1325 Pacific Highway, San Diego, CA 92101.
2. Members may submit a request to the address noted above to have notices sent to up to two different specified addresses.
3. Civil Code permits the association to provide General Notices to the membership via newsletter, billing statement messages, association website, or posting in a prominent location. If the association chooses to post notices, they will be located in the mailroom bulletin board located at 1325 Pacific Highway, San Diego, CA 92101.
4. If you would like all notices, including general notices, to be sent to you by individual delivery, please log in to the community website at <https://Bayside.connectresident.com> and update your communication preferences within the “My Account” settings of your profile.
5. Copies of board meeting minutes for meetings that are open to the membership are available upon written request throughout the year. Minutes can be released to you thirty days following the meeting date and any charges involved for copying and postage for those minutes are the responsibility of the requesting owner. If the minutes are not approved by the Board within the 30-day period of the request, draft minutes will be provided to you.

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

BAYSIDE OWNERS ASSOCIATION 2026 BUDGET

Number of Units: 232

	PER UNIT	PER MONTH (rounded)	PER YEAR (rounded)
Income			
Member Assessment	1,517.26	352,004	4,224,048
Other Income	35.98	8,347	100,164
	-----	-----	-----
Total Income	1,553.24	360,351	4,324,212
	=====	=====	=====
 Reserve Funding	 440.09	 102,100	 1,225,200
	-----	-----	-----
 Operating Expenses			
Utilities:	276.36	64,115	769,380
Interior & Exterior Landscaping:	12.65	2,935	35,220
Swimming Pool/Spa:	7.36	1,708	20,496
Community Services/Events:	8.48	1,967	23,604
Association Management:	361.09	83,773	1,005,276
House Keeping & Security	145.95	33,860	406,320
Building Maintenance	181.44	42,093	505,116
Administration:	119.83	27,800	333,600
	-----	-----	-----
Total Operating Expenses	1,113.15	258,251	3,099,012
Total Reserve Funding	440.09	102,100	1,225,200
	-----	-----	-----
Total Operating & Reserves	1,553.24	360,351	4,324,212
	=====	=====	=====
 ** Total Operating Expense	 \$ 258,251	 \$ 3,099,012	
** Capital Expenditures	\$ 2,725	\$ 32,700	
** Prior Year Revenue	\$ 3,950	\$ 47,400	
** Reserve Funding	\$ 102,100	\$ 1,225,200	
** Total	\$ 367,026	\$ 4,404,312	
** Net Revenue/(Expense)	\$ (6,675)	\$ (80,100)	

****Capital Expenditures and Prior Year Revenue are not funded from assessments but rather available cash**

TYPICAL OPERATING EXPENSE CATEGORIES GENERALLY INCLUDE:

Utilities: electricity, gas, water

Landscape Maintenance: contract maintenance service, replacement of plant material, supplies, sprinkler repair, etc.

Common Area: handyman services, pest control, light maintenance, fencing repair, etc.

Administration: annual audit, taxes & licenses, legal service, management fees, delinquency monitoring, etc.

ASSOCIATION: BAYSIDE OWNERS ASSOCIATION
DATE BUDGET PREPARED:
NUMBER OF UNITS: 232
FOR FISCAL PERIOD: 2026 BUDGET

YEAR END: 12/31/2026
GL ENTRY DATE: 6/19/2025
AVERAGE OF ACTUALS 5/31/2025

GL	ITEM	CURRENT BUDGET	12 MO AVERAGE OF ACTUALS	DRAFT BUDGET PER MTH	DRAFT BUDGET PER YR	DRAFT PER UNIT PER MTH	% INCR/ DECREASE	% OF TOTAL DRAFT BUDGET
Income:								
14000	HOMEOWNER ASSESSMENT REVENUE	333,549.00	323,465.00	352,004.00	4,224,048.00	1,517.26	5.53%	97.68%
14046	KEY FOB REVENUE	290.00	169.00	169.00	2,028.00	0.73	-41.72%	0.05%
14100	LATE FEES	130.00	864.00	500.00	6,000.00	2.16	284.62%	0.14%
14101	INTEREST ON PAST DUE ASSESSMENT	118.00	159.00	0.00	0.00	0.00	-100.00%	0.00%
14110	KEY REVENUE	0.00	35.00	0.00	0.00	0.00	NA	0.00%
14116	CC&R VIOLATIONS/FINES	100.00	47.00	50.00	600.00	0.22	-50.00%	0.01%
14121	INTEREST REVENUE	0.00	1,137.00	500.00	6,000.00	2.16	NA	0.14%
14132	MISCELLANEOUS REVENUE	10.00	32.00	30.00	360.00	0.13	200.00%	0.01%
14163	RESERVE INTEREST REVENUE	0.00	38,464.00	0.00	0.00	0.00	NA	0.00%
14224	ARCHITECTURAL REVIEW REVENUE	0.00	2.00	0.00	0.00	0.00	NA	0.00%
14229	RENTAL FEES	100.00	538.00	300	3,600.00	1.29	200.00%	0.08%
14704	EV CHARGING	2,000.00	234.00	2,788.00	33,456.00	12.02	39.40%	0.77%
D14210	AIR FILTERS REVENUE	112.00	62.00	60.00	720.00	0.26	-46.43%	0.02%
14527L	PRIOR YEAR REVENUE			3,950.00	47,400.00	17.03	NA	1.10%
				0.00	0.00	0.00	NA	0.00%
Total Income		336,409.00	365,208.00	360,351.00	4,324,212.00	1,553.24	7.12%	100.00%

Reserve Funding:

19701	PAINT RESERVE	7,545.00	7,963.00	13,046.00	156,552.00	56.23	72.91%	3.62%
19758	GENERAL RESERVES	84,600.00	80,958.00	85,450.00	1,025,400.00	368.32	1.00%	23.71%
19803	RESERVE INTEREST	0.00	38,464.00	0.00	0.00	0.00	NA	0.00%
19820	ROOF RESERVE	2,848.00	2,490.00	3,016.00	36,192.00	13.00	5.90%	0.84%
19893	BOILER RESERVE	407.00	373.00	588.00	7,056.00	2.53	44.47%	0.16%
				0.00	0.00	0.00	NA	0.00%
Total Reserves		95,400.00	130,248.00	102,100.00	1,225,200.00	440.09	7.02%	28.33%

OPERATING EXPENSES

Utilities:

15101	ELECTRICITY	31,861.00	29,586.00	34,600.00	415,200.00	149.14	8.60%	9.60%
15102	GAS	7,353.00	7,630.00	8,250.00	99,000.00	35.56	12.20%	2.29%
15103	REFUSE COLLECTION	2,770.00	2,515.00	2,868.00	34,416.00	12.36	3.54%	0.80%
15106	WATER	12,312.00	9,699.00	14,229.00	170,748.00	61.33	15.57%	3.95%
EV15101	EV CHARGING ELECTRIC	2,000.00	0.00	2,788.00	33,456.00	12.02	39.40%	0.77%
15100C	CABLE TV/TELEPHONE	1,255.00	1,309.00	1,380.00	16,560.00	5.95	9.96%	0.38%

					0.00	0.00	NA	0.00%
Total Utilities:		57,551.00	50,739.00	64,115.00	769,380.00	276.36	11.41%	17.79%
Interior & Exterior Landscaping:								
15499	IRRIGATION REPAIRS	310.00	273.00	300.00	3,600.00	1.29	-3.23%	0.08%
15500	CONTRACT LANDSCAPE SERVICE	1,580.00	1,580.00	1,580.00	18,960.00	6.81	0.00%	0.44%
15519	TREE TRIM	416.00	90.00	210.00	2,520.00	0.91	-49.52%	0.06%
15547	LANDSCAPE EXTRAS	400.00	350.00	500.00	6,000.00	2.16	25.00%	0.14%
16522	INTERIOR LANDSCAPING	345.00	345.00	345.00	4,140.00	1.49	0.00%	0.10%
					0.00	0.00	NA	0.00%
Total Int & Ext Landscaping:		3,051.00	2,638.00	2,935.00	35,220.00	12.65	-3.80%	0.81%
Swimming Pool/Spa:								
16019	POOL/SPA MAINTENANCE	905.00	850.00	908.00	10,896.00	3.91	0.33%	0.25%
16022	POOL EQUIPMENT REPAIR	1,000.00	764.00	800.00	9,600.00	3.45	-20.00%	0.22%
					0.00	0.00	NA	0.00%
Total Pool/Spa:		1,905.00	1,614.00	1,708.00	20,496.00	7.36	-10.34%	0.47%
Community Services/Events:								
18003	COMMUNITY EVENTS/PROGRAMS	1,892.00	1,382.00	1,967.00	23,604.00	8.48	3.96%	0.55%
					0.00	0.00	NA	0.00%
Total Community Services/Events:		1,892.00	1,382.00	1,967.00	23,604.00	8.48	3.96%	0.55%
Association Management:								
18893	CONCIERGE SERVICE	42,461.00	40,611.00	44,319.00	531,828.00	191.03	4.38%	12.30%
19109	CONTRACT MANAGEMENT	3,875.00	3,817.00	3,991.00	47,892.00	17.20	2.99%	1.11%
19111	MANAGEMENT REIMBURSABLE	737.00	707.00	737.00	8,844.00	3.18	0.00%	0.20%
19124	ON-SITE STAFF	23,750.00	25,462.00	29,625.00	355,500.00	127.69	24.74%	8.22%
18893E	CONCIERGE SERVICE EXTRA	5,206.00	5,655.00	5,100.00	61,200.00	21.98	-2.04%	1.42%
12511	HOLIDAY BONUS DEPOSIT			1.00	12.00	0.00	NA	0.00%
					0.00	0.00	NA	0.00%
Total Association Management:		76,029.00	76,252.00	83,773.00	1,005,276.00	361.09	10.19%	23.25%
Housekeeping & Security:								
18531	JANITORIAL SERVICE	23,993.00	23,291.00	25,243.00	302,916.00	108.81	5.21%	7.01%
18532	JANITORIAL SUPPLIES	1,787.00	2,150.00	2,382.00	28,584.00	10.27	33.30%	0.66%
18683	SECURITY SYSTEM MAINTENANCE	173.00	165.00	195.00	2,340.00	0.84	12.72%	0.05%
18697	FIRE SYSTEMS	2,640.00	3,304.00	5,265.00	63,180.00	22.69	99.43%	1.46%
18978	SAFETY SYSTEMS M&R	800.00	1,262.00	775.00	9,300.00	3.34	-3.13%	0.22%
					0.00	0.00	NA	0.00%
Total Housekeeping & Security:		29,393.00	30,172.00	33,860.00	406,320.00	145.95	15.20%	9.40%
Building Maintenance:								

18457	PLUMBING REPAIR	5,500.00	4,239.00	5,750.00	69,000.00	24.78	4.55%	1.60%
18458E	PLUMBING LINE CLEANING	1,207.00	0.00	0.00	0.00	0.00	-100.00%	0.00%
18512	KEYS & LOCKS	540.00	83.00	250.00	3,000.00	1.08	-53.70%	0.07%
18526	PEST CONTROL	384.00	180.00	381.00	4,572.00	1.64	-0.78%	0.11%
18538	MISC MAINTENANCE	2,004.00	1,950.00	2,004.00	24,048.00	8.64	0.00%	0.56%
18543	ELEVATOR CONTRACT & SERVICE	8,268.00	6,258.00	7,000.00	84,000.00	30.17	-15.34%	1.94%
18601	WINDOW WASHING	3,414.00	2,703.00	3,532.00	42,384.00	15.22	3.46%	0.98%
18732	FITNESS/OFFICE EQUIPMENT RPR	458.00	463.00	412.00	4,944.00	1.78	-10.04%	0.11%
18741	BUILDING ENGINEER	13,844.00	12,404.00	13,710.00	164,520.00	59.09	-0.97%	3.80%
18771	BACKFLOW DEVICE TEST	142.00	286.00	208.00	2,496.00	0.90	46.48%	0.06%
18862	WATER TREATMENT	1,897.00	1,457.00	1,615.00	19,380.00	6.96	-14.87%	0.45%
18913	GARAGE GATE	284.00	285.00	250.00	3,000.00	1.08	-11.97%	0.07%
18960	LIGHTING SUPPLIES	165.00	129.00	165.00	1,980.00	0.71	0.00%	0.05%
18997B	HVAC IN-UNIT INSPECTIONS	1,950.00	0.00	1,950.00	23,400.00	8.41	0.00%	0.54%
18998B	HVAC SUPPLIES	112.00	62.00	190.00	2,280.00	0.82	69.64%	0.05%
H18013	MAINT SUPPLIES	1,100.00	1,552.00	1,255.00	15,060.00	5.41	14.09%	0.35%
H18020	BUILDING DAMAGES	3,445.00	3,226.00	2,725.00	32,700.00	11.75	-20.90%	0.76%
18614	CAPITAL IMPROVEMENT	10,000.00	4,470.00	8,125.00	97,500.00	35.02	-18.75%	2.25%
18614F	CAPITAL IMPROVEMENT (CONTRA)	-10,000.00	0.00	-8,125.00	-97,500.00	-35.02	-18.75%	-2.25%
18875	COOLING TOWER			271.00	3,252.00	1.17	NA	0.08%
18996	HVAC MAINTENANCE			425.00	5,100.00	1.83	NA	0.12%
				0.00		0.00	NA	0.00%
Total Building Maintenance:		44,714.00	39,747.00	42,093.00	505,116.00	181.44	-5.86%	11.68%
Administration:								
19101	CPA SERVICES	200.00	228.00	217.00	2,604.00	0.94	8.50%	0.06%
19107	INSURANCE	21,811.00	20,064.00	22,892.00	274,704.00	98.67	4.96%	6.35%
19108	GENERAL COUNSEL SERVICE	1,000.00	389.00	1,000.00	12,000.00	4.31	0.00%	0.28%
19119	BANK FEES	35.00	60.00	35.00	420.00	0.15	0.00%	0.01%
19121	RESERVE STUDY CONSULTANT SRVC	194.00	188.00	195.00	2,340.00	0.84	0.52%	0.05%
19125	CONSULTANT SERVICES	9.00	100.00	104.00	1,248.00	0.45	1055.56%	0.03%
19130	EARTHQUAKE INSURANCE	71.00	71.00	71.00	852.00	0.31	0.00%	0.02%
19131	BAD DEBT EXPENSE	0.00	31.00	0.00	0.00	0.00	NA	0.00%
19132	OPERATING CONTINGENCY	0.00	33.00	0.00	0.00	0.00	NA	0.00%
19134	OFFICE SUPPLIES	444.00	-36.00	495.00	5,940.00	2.13	11.49%	0.14%
19136C	COVID-19 ADDITIONAL SERVICES	15.00	0.00	5.00	60.00	0.02	-66.67%	0.00%
19143	LEGAL-COLLECTIONS	0.00	20.00	0.00	0.00	0.00	NA	0.00%
19174	AMS COLLECTION EXPENSE	0.00	-68.00	0.00	0.00	0.00	NA	0.00%
19205	PERMITS & LICENSES	919.00	782.00	978.00	11,736.00	4.22	6.42%	0.27%
19304	SUBSCRIPTIONS	1,606.00	1,589.00	1,661.00	19,932.00	7.16	3.42%	0.46%
19447	SPOT SHARE	170.00	147.00		0.00	0.00	-100.00%	0.00%
R19117	PARKING		147.00	1,764.00	0.63		NA	0.04%
				0.00		0.00	NA	0.00%

Total Administration:	26,474.00	23,598.00	27,800.00	333,600.00	119.83	5.01%	7.71%
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Total Operating	241,009.00	226,142.00	258,251.00	3,099,012.00	1,113.15	7.15%	71.67%
Reserve Transfer	95,400.00	130,248.00	102,100.00	1,225,200.00	440.09	7.02%	28.33%
Total Budget (Operating & Reserves)	336,409.00	356,390.00	360,351.00	4,324,212.00	1,553.24	7.12%	100.00%

			monthly budget minus monthly income	yearly budget minus monthly income	per unit expense minus income per unit	# of units X budget per unit	
Budget Check	0.00	-8,818.00	0.00	0.00	0.00	360,351.00	

Bayside Owners Association Unit Assessment Schedule

Suite no.	Floor Plan	Group Type
101	A5	A
102	A4	B
103	A4	E
104	A1	E
105	A3	G
106	A1	B
107	A6	H
108	A2	E
109	A2	E
110	A1	C
201	A7	H
202	A8	G
301	A11	E
302	A10	D
303	T7	O
304	T6	N
305	A9	J
306	T5	J
307	T2	J
308	T2	J
309	T4	L
310	T3	N
311	T2	J
312	T2	J
313	T2	J
314	T2	J
315	T1	K
401	4C	D
402	4D	E
403	4E	E
404	4F	C
405	4G	D
406	4A	E
407	4B	M
501	5B	H
502	5C	D
503	5D	E
504	5E	E
505	5F	C
506	5G	D
507	5A	E
601	B	H
602	C	D
603	D	E
604	E	E
605	F	C
606	G	D
607	A	E

**Bayside Owners Association
Unit Assessment Schedule**

Suite no.	Floor Plan	Group Type
701	B	H
702	C	D
703	D	E
704	E	E
705	F	C
706	G	D
707	A	E
801	B	H
802	C	D
803	D	E
804	E	E
805	F	C
806	G	D
807	A	E
901	B	H
902	C	D
903	D	E
904	E	E
905	F	C
906	G	D
907	A	E
1001	B	H
1002	C	D
1003	D	E
1004	E	E
1005	F	C
1006	G	D
1007	A	E
1101	B	H
1102	C	D
1103	D	E
1104	E	E
1105	F	C
1106	G	D
1107	A	E
1201	B	H
1202	C	D
1203	D	E
1204	E	E
1205	F	C
1206	G	D
1207	A	E
1301	B	H
1302	C	D
1303	D	E
1304	E	E
1305	F	C
1306	G	D
1307	A	E

**Bayside Owners Association
Unit Assessment Schedule**

Suite no.	Floor Plan	Group Type
1401	B	H
1402	C	D
1403	D	E
1404	E	E
1405	F	C
1406	G	D
1407	A	E
1501	B	H
1502	C	D
1503	D	E
1504	E	E
1505	F	C
1506	G	D
1507	A	E
1601	B	H
1602	C	D
1603	D	E
1604	E	E
1605	F	C
1606	G	D
1607	A	E
1701	B	H
1702	C	D
1703	D	E
1704	E	E
1705	F	C
1706	G	D
1707	A	E
1801	B	H
1802	C	D
1803	D	E
1804	E	E
1805	F	C
1806	G	D
1807	A	E
1901	B	H
1902	C	D
1903	D	E
1904	E	E
1905	F	C
1906	G	D
1907	A	E
2001	B	H
2002	C	D
2003	D	E
2004	E	E
2005	F	C
2006	G	D
2007	A	E

**Bayside Owners Association
Unit Assessment Schedule**

Suite no.	Floor Plan	Group Type
2101	B	H
2102	C	D
2103	D	E
2104	E	E
2105	F	C
2106	G	D
2107	A	E
2201	B	H
2202	C	D
2203	D	E
2204	E	E
2205	F	C
2206	G	D
2207	A	E
2301	B	H
2302	C	D
2303	D	E
2304	E	E
2305	F	C
2306	G	D
2307	A	E
2401	B	H
2402	C	D
2403	D	E
2404	E	E
2405	F	C
2406	G	D
2407	A	E
2501	B	H
2502	C	D
2503	D	E
2504	E	E
2505	F	C
2506	G	D
2507	A	E
2601	B	H
2602	C	D
2603	D	E
2604	E	E
2605	F	C
2606	G	D
2607	A	E
2701	B	H
2702	C	D
2703	D	E
2704	E	E
2705	F	C
2706	G	D
2707	A	E

**Bayside Owners Association
Unit Assessment Schedule**

Suite no.	Floor Plan	Group Type
2801	B	H
2802	C	D
2803	D	E
2804	E	E
2805	F	C
2806	G	D
2807	A	E
2901	J	I
2902	K	I
2903	L	E
2904	M	C
2905	H	I
3001	J	I
3002	K	I
3003	L	E
3004	M	C
3005	H	I
3101	J	I
3102	P	M
3103	Q	F
3104	N	M
3201	J	I
3202	P	M
3203	Q	F
3204	N	M
3301	J	I
3302	S	Q
3303	R	P
3401	J	I
3402	S	Q
3403	R	P
3501	J	I
3502	S	Q
3503	R	P
3601	J	I
3602	S	Q
3603	R	P
232	Total	

BAYSIDE OWNERS ASSOCIATION
Variable Assessment Schedule
2026 BUDGET

Plan Type	Unit Size	x	Variable Factor	=	+	Base Variable	+	Base	=	Total Mth.	x	Unit	Total Monthly	Total Sq Ft	Total Var factor
						Assessment		Assessment		Assessment		Count	Assessment		
A	1031		0.00278530461			172.75		1249.93		1422.67		1	1422.67	1031	0.0027853
B	1108		0.00299332445			185.65		1249.93		1435.58		2	2871.15	2216	0.0059866
C	1196		0.00323106141			200.39		1249.93		1450.32		28	40608.97	33488	0.0904697
D	1395		0.00376867113			233.74		1249.93		1483.66		51	75666.84	71145	0.1922022
E	1465		0.00395778008			245.47		1249.93		1495.39		82	122622.16	120130	0.3245380
F	1606		0.00433869952			269.09		1249.93		1519.02		2	3038.03	3212	0.0086774
G	1711		0.00462236294			286.68		1249.93		1536.61		2	3073.22	3422	0.0092447
H	1813		0.00489792169			303.77		1249.93		1553.70		26	40396.22	47138	0.1273460
I	1870		0.00505191041			313.32		1249.93		1563.25		12	18759.02	22440	0.0606229
J	2034		0.00549496565			340.80		1249.93		1590.73		8	12725.84	16272	0.0439597
K	2152		0.00581374930			360.57		1249.93		1610.50		1	1610.50	2152	0.0058137
L	2291		0.00618926564			383.86		1249.93		1633.79		1	1633.79	2291	0.0061893
M	2413		0.00651885551			404.31		1249.93		1654.23		5	8271.16	12065	0.0325943
N	2506		0.00677010025			419.89		1249.93		1669.82		2	3339.63	5012	0.0135402
O	2635		0.00711860103			441.50		1249.93		1691.43		1	1691.43	2635	0.0071186
P	3151		0.00851260411			527.96		1249.93		1777.89		4	7111.55	12604	0.0340504
Q	3226		0.00871522084			540.53		1249.93		1790.45		4	7161.81	12904	0.0348609
								32498.09				232			
	33,603		VERIFICATION OF COMPUTATIONS							Total Monthly Budget (Section III)			352,004.00	370157	1.0000000

of Units 232 62,021.00

PRORATION SCHEDULE WORKSHEET

Section I Variable Assessment Computation

A. Variable Costs Description	Monthly Costs
19107 1. Insurance	22,892
15102 2. Domestic Gas (if common)	8,250
15106 3. Domestic Water (if common)	14,229
19701 4. Paint (Reserve)	13,046
19820 5. Roof (Reserve)	3,016
19893 6. Hot Water Heater, if common (Reserve)	588
7. Other	
7. Other	
7. Other	
7. Other	
Total Variable Cost	62,021

B. Total livable square footage of all units from condominium plan: 370,157

C. Variable Factor (variable monthly costs divided by square footages = variable factor): 0.167553227
Multiply this factor by each unit size below in Section III.

Section II Equal Assessment Computation

A. Total Monthly Budget	352,004.00
Less Variable Costs	62,021.00
Total Monthly Equal Costs	289,983.00
B. Monthly Base Assessment:	1,249.93
(total monthly cost divided by number of units = monthly base assessment)	

VARIABLE ASSMT RATE LIST

BAYSIDE OWNERS ASSOCIATION VARIABLE ASSESSMENT RATES

Plan Type	2026 Rate		2025 Rate		Increase/ (Decrease)		% Increase/ (Decrease)
A	\$1,422.67		1,358.76		\$63.91		4.70%
B	\$1,435.58		1,369.21		\$66.37		4.85%
C	\$1,450.32		1,379.67		\$70.65		5.12%
D	\$1,483.66		1,411.03		\$72.63		5.15%
E	\$1,495.39		1,421.49		\$73.90		5.20%
F	\$1,519.02		1,437.17		\$81.85		5.70%
G	\$1,536.61		1,452.85		\$83.76		5.77%
H	\$1,553.70		1,468.54		\$85.16		5.80%
I	\$1,563.25		1,478.99		\$84.26		5.70%
J	\$1,590.73		1,499.90		\$90.83		6.06%
K	\$1,610.50		1,515.59		\$94.91		6.26%
L	\$1,633.79		1,536.50		\$97.29		6.33%
M	\$1,654.23		1,552.18		\$102.05		6.57%
N	\$1,669.82		1,567.86		\$101.96		6.50%
O	\$1,691.43		1,583.54		\$107.89		6.81%
P	\$1,777.89		1,656.73		\$121.16		7.31%
Q	\$1,790.45		1,667.19		\$123.26		7.39%
						avg	5.95%
	\$26,879.05		\$25,357.20		\$1,521.85		6.00%

Assessment and Reserve Funding Disclosure Summary

Bayside, San Diego

For Fiscal Year Beginning: 1/1/2026

of units: 232

1) Budgeted Amounts:	Total	Average Per Unit*
Reserve Transfers:	\$102,100.00	\$440.09
Total Assessment Income:	\$352,004.00	\$1,517.26

per: Month

- 2) Additional assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Year	Total Amount	Total Amount Per Unit*	Purpose
	Total: \$0.00	Total: \$0.00	

- 3) Based on the most recent Reserve Study and other information available to the Board of Directors, at this point in time does it appear that currently projected Reserve account balances will be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years? **Yes**
- 4) If the answer to #3 is no, what additional assessments or other transfers/loans to Reserves would be necessary to ensure that sufficient Reserve Funds will be available each year during the next 30 years?

Approximate Fiscal Year Assessment Will Be Due	Total Amount	Average Total Amount Per Unit*
	Total: \$0.00	Total: \$0.00

- 5) All major components appropriate for Reserve Funding (components that are a common area maintenance responsibility with a limited life expectancy and predictable remaining useful life, above a minimum threshold cost of significance) are included in this Reserve Funding Plan: **Yes**

6) All computations/disclosures are based on the fiscal year start date of:	1/1/2026
Fully Funded Balance (based on formula defined in 5570(b)4):	\$12,443,573
Projected Reserve Fund Balance:	\$8,209,481
Percent Funded:	66.0 %
Reserve Deficit (surplus) on a mathematical avg-per-unit* basis:	\$18,250

From the 11/4/2025 Reserve Study by Association Reserves and any minor changes since that date.

* If assessments vary by the size or type of unit, allocate as noted within your Governing Documents.

- 7) See attached 30-yr Summary Table, showing the projected Reserve Funding Plan, Reserve Balance, Percent Funded, and assumptions for interest and inflation.

Prepared by: Cymbeline Panlilio

Date: 11/14/2025

The financial representations at the time of preparation are based on the Reserve Study for the fiscal year shown at the top of this page and the best estimates of the preparer. These estimates should be expected to change from year to year. Some information on this form has been provided to Association Reserves, and has not been independently verified.

30-Year Reserve Plan Starting with Board of Directors 2026 Rate

21081-15

Fiscal Year Start: 1/1/2026					Net After Tax Interest: 2.70 %		Avg 30-Yr Inflation: 3.50 %			
Reserve Fund Strength (as-of Fiscal Year Start)					Projected Reserve Balance Changes					
					% Increase					
Year	Starting Reserve Balance	Fully Funded Balance	Percent Funded	Special Assmt Risk	In Annual Reserve Funding	Reserve Funding	Loan or Special Assmts	Interest Income	Reserve Expenses	
2026	\$8,209,481	\$12,443,573	66.0 %	Medium	7.02 %	\$1,225,200	\$0	\$216,777	\$1,784,364	
2027	\$7,867,094	\$12,352,223	63.7 %	Medium	7.00 %	\$1,310,964	\$0	\$218,971	\$1,024,857	
2028	\$8,372,171	\$12,984,564	64.5 %	Medium	7.00 %	\$1,402,731	\$0	\$246,536	\$110,015	
2029	\$9,911,424	\$14,684,568	67.5 %	Medium	7.00 %	\$1,500,923	\$0	\$269,936	\$1,574,721	
2030	\$10,107,562	\$14,975,681	67.5 %	Medium	7.00 %	\$1,605,987	\$0	\$295,741	\$184,177	
2031	\$11,825,113	\$16,765,440	70.5 %	Low	4.05 %	\$1,671,030	\$0	\$338,878	\$528,282	
2032	\$13,306,739	\$18,312,662	72.7 %	Low	4.05 %	\$1,738,706	\$0	\$387,035	\$35,956	
2033	\$15,396,525	\$20,476,345	75.2 %	Low	4.05 %	\$1,809,124	\$0	\$416,447	\$2,134,121	
2034	\$15,487,975	\$20,598,754	75.2 %	Low	4.05 %	\$1,882,394	\$0	\$403,834	\$3,313,092	
2035	\$14,461,111	\$19,561,723	73.9 %	Low	4.05 %	\$1,958,631	\$0	\$415,344	\$493,505	
2036	\$16,341,581	\$21,465,154	76.1 %	Low	4.05 %	\$2,037,955	\$0	\$470,355	\$309,062	
2037	\$18,540,829	\$23,686,639	78.3 %	Low	4.05 %	\$2,120,492	\$0	\$495,415	\$2,956,656	
2038	\$18,200,080	\$23,308,268	78.1 %	Low	4.05 %	\$2,206,372	\$0	\$525,864	\$133,314	
2039	\$20,799,002	\$25,903,660	80.3 %	Low	4.05 %	\$2,295,730	\$0	\$514,725	\$6,235,493	
2040	\$17,373,965	\$22,341,250	77.8 %	Low	4.05 %	\$2,388,707	\$0	\$426,958	\$5,899,575	
2041	\$14,290,055	\$19,071,296	74.9 %	Low	4.05 %	\$2,485,450	\$0	\$336,900	\$6,417,311	
2042	\$10,695,094	\$15,222,931	70.3 %	Low	4.05 %	\$2,586,111	\$0	\$324,374	\$244,492	
2043	\$13,361,087	\$17,703,154	75.5 %	Low	4.05 %	\$2,690,848	\$0	\$389,418	\$922,461	
2044	\$15,518,891	\$19,645,503	79.0 %	Low	4.05 %	\$2,799,828	\$0	\$461,728	\$56,746	
2045	\$18,723,700	\$22,631,561	82.7 %	Low	4.05 %	\$2,913,221	\$0	\$545,842	\$425,834	
2046	\$21,756,928	\$25,422,628	85.6 %	Low	4.05 %	\$3,031,206	\$0	\$627,745	\$618,036	
2047	\$24,797,843	\$28,197,842	87.9 %	Low	4.05 %	\$3,153,970	\$0	\$690,873	\$2,204,107	
2048	\$26,438,580	\$29,516,983	89.6 %	Low	4.05 %	\$3,281,706	\$0	\$760,235	\$538,633	
2049	\$29,941,888	\$32,697,531	91.6 %	Low	4.05 %	\$3,414,615	\$0	\$785,530	\$5,827,533	
2050	\$28,314,499	\$30,610,060	92.5 %	Low	4.05 %	\$3,552,907	\$0	\$815,447	\$522,254	
2051	\$32,160,599	\$34,038,477	94.5 %	Low	4.05 %	\$3,696,799	\$0	\$852,256	\$5,665,343	
2052	\$31,044,311	\$32,365,208	95.9 %	Low	4.05 %	\$3,846,520	\$0	\$840,568	\$4,437,580	
2053	\$31,293,819	\$32,009,074	97.8 %	Low	4.05 %	\$4,002,304	\$0	\$867,768	\$3,102,435	
2054	\$33,061,455	\$33,130,990	99.8 %	Low	4.05 %	\$4,164,397	\$0	\$941,895	\$1,376,507	
2055	\$36,791,239	\$36,190,950	101.7 %	Low	4.05 %	\$4,333,055	\$0	\$1,041,580	\$1,711,599	

**Bayside**

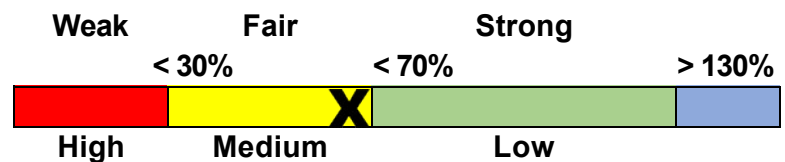
San Diego, CA

Level of Service: **Update "With-Site-Visit"**Report #: **21081-15**

of Units: 232

January 1, 2026 through December 31, 2026**Findings & Recommendations****as of January 1, 2026**

Projected Starting Reserve Balance	\$8,209,481
Currently Fully Funded Reserve Balance	\$12,443,573
Average Reserve Deficit (Surplus) Per Unit	\$18,250
Percent Funded	66.0 %
Recommended 2026 Monthly Full Funding Transfer	\$102,100
Alternate minimum Monthly transfer to keep Reserve above \$0	\$74,800
Most Recent Budgeted Monthly Reserve Transfer	\$95,400

Reserve Fund Strength: 66.0%**Risk of Special Assessment:****Economic Assumptions:**Net Annual "After Tax" Interest Earnings Accruing to Reserves **2.70 %**Annual Inflation Rate **3.50 %**

This is an Update "With-Site-Visit", based on a prior Reserve Study prepared by Association Reserves for your 2025 Fiscal Year. We performed the site inspection on 4/24/2025.

This Reserve Study was prepared by a credentialed Reserve Specialist (RS). Your Reserve Fund is currently at 66.0 % Funded. Being between 30-70% Funded represents a fair Reserve position. Associations in this range have a Medium risk of Reserve cash-flow problems (such as special assessments and/or deferred maintenance) in the near future.

Your ongoing Monthly rate of Reserve Component deterioration is \$106,275 while your current budget allocation towards reserves is \$95,400. Based on this starting point, your anticipated future expenses, and your historical Reserve funding rate, our recommendation is to increase your Reserve funding. Your multi-year Funding Plan is designed to provide for timely execution of Reserve projects and gradually bring your association closer to the "Fully Funded" (100%) level.

No assets appropriate for reserve designation were excluded.

We recommend that this Reserve Study be updated annually, with an on-site inspection (Update With-Site-Visit) every three years.



Executive Summary Table

Report # 21081-15
With-Site-Visit

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
EXTERIORS				
101	Entry Drive/Walkways - Repair	40	23	\$825,000
112	Balcony Tile Flooring - Replace	30	15	\$1,225,000
113	Balcony Tile Flooring - Inspect	15	14	\$15,000
113	Balcony Tile Flooring - Maintain	15	0	\$95,000
324	Exterior Lights - Replace	30	13	\$92,000
503	Balcony Railings - Repair/Replace	40	23	\$394,580
503	Metal Fencing/Gates - Replace	30	14	\$185,000
701	Glass Doors: Ash St - Replace	30	9	\$26,000
701	Glass Doors: Entry Lobby - Replace	30	29	\$31,000
701	Glass Doors: Recreation Deck - Replace	30	13	\$130,000
1115	Building Exterior - Caulk	15	11	\$945,000
1115	Building Exterior - Paint	15	11	\$840,000
1118	Exterior Metals - Refresh/Recoat	20	7	\$805,000
1122	Windows Systems: A - Renovate	30	5	\$50,000
1122	Windows Systems: B - Renovate	30	10	\$75,000
1122	Windows Systems: C - Renovate	30	15	\$75,004
1122	Windows Systems: D - Renovate	30	20	\$75,004
1122	Windows Systems: E - Renovate	30	25	\$75,004
1307	Roofing: 29/36/37- Replace	30	13	\$385,000
1331	Roofing/Decks: 2/3/4/5 - Replace	30	13	\$745,000
1503	Tree Lights: Palm Trees - Replace	15	14	\$34,250
1705	Planters: A - Waterproof	30	5	\$100,000
1705	Planters: B - Waterproof	30	10	\$100,000
1705	Planters: C - Waterproof	30	15	\$100,000
1705	Planters: D - Waterproof	30	20	\$100,000
1705	Planters: E - Waterproof	30	25	\$100,000
1901	Landscape: General - Refurbish	10	5	\$200,000
COMMON INTERIORS				
917	Interiors: 3rdFlr Amenities - Redesign	10	9	\$10,000
917	Interiors: Corridors/Lobby - Redesign	16	13	\$84,000
992	Package Lockers - Replace	10	7	\$57,000
1507	Corridor Ceiling Fixtures - Replace	20	7	\$220,000
1802	Elevator Cab Flooring - Refurbish	15	14	\$46,000
1802	Elevator Cab Ltg - Refurbish	20	5	\$12,500
1802	Elevator Cab Walls - Refurb/Replace	20	0	\$53,000
2101	Lobby / Concierge - Refurbish	16	15	\$785,000
2101	Lobby Furniture - Replace	8	7	\$50,000
2102	Corridor Carpet - Replace	16	14	\$720,000

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
2103	Elevator Lobby Tile: #1 - 4 - Replace	16	15	\$305,000
2103	Elevator Lobby Tile: #5 - Replace	16	15	\$35,929
2103	Tile Floor/Walls: Trash Rms - Replace	40	25	\$196,900
2103	Tile Flooring: 1st Floor - Replace	16	15	\$220,000
2103	Tile Flooring: 3rd Floor - Replace	16	0	\$41,000
2104	Corridor Walls/Ceilings - Renovate	16	14	\$1,250,000
2104	Corridor Wood: Doors - TouchUp/Refinish	30	14	\$123,000
2104	Corridor Wood: Panels - Wrap	15	14	\$200,000
2105	Corridor Signs/Lighting - Replace	16	14	\$380,000
2106	Lounge/Theater Room - Remodel	16	1	\$275,000
2107	Wine / Conference Rooms - Remodel	16	1	\$78,500
2108	Fitness Room - Remodel	16	1	\$26,500
RECREATION/FITNESS				
407	Gas Grills - Replace	8	1	\$15,500
902	Cardio Equipment - Replace	10	1	\$62,000
902	Strength Equipment - Replace	15	1	\$60,000
906	Sauna Room - Refurbish	15	1	\$10,750
908	Outdoor Counters/Cabinetry- Replace	20	1	\$33,000
909	Locker Rooms - Renovate	20	1	\$118,500
916	Steam Room - Remodel	20	1	\$160,000
917	Steam Generator - Replace	8	5	\$7,800
1200	Pool/Spa Deck - Renovate	30	13	\$380,000
1202	Pool - Retile	30	13	\$125,000
1202	Spa - Retile	30	13	\$24,500
1208	Pool Heater - Replace	6	5	\$6,499
1220	Deck Cushions/Umb/SolarLts - Replace	5	4	\$30,000
1220	Pool/Spa Deck Furniture - Replace	10	9	\$88,000
1224	Pool/Spa Lift - Replace	20	2	\$7,200
1703	Pool/Spa Fountain - Retile	30	1	\$23,000
SYSTEMS/EQUIPMENT				
303	Heat Pump #9(ElevMachRm) - Replace	10	3	\$49,000
303	Heat Pump#11(Flr 2) - Replace	20	18	\$9,050
303	Heat Pump#18(BusnsLobby)-Replace	20	14	\$9,050
303	Heat Pumps#10-17,19-24-Replace	20	3	\$152,308
303	Trash/Recycle Rm HVAC Units-Replace	20	3	\$43,500
303	VFDs - Replace (HVAC Loop Motors)	12	5	\$36,500
306	Garage Exhaust Fans - Replace	30	13	\$210,000
306	Stairwell Fans w/VFDs-Replace	20	3	\$69,500
306	Upper MechRm Exhaust Fans - Replace	20	14	\$18,000
307	Hallway Aeon HVAC Unit - Replace	25	25	\$356,717
308	Rooftop Equip Replacement - Helicopter	25	25	\$300,000
310	Dom Water Heaters - Replace (A)	10	5	\$10,500
310	Dom Water Heaters - Replace (B)	10	9	\$10,500
310	Dom Water Heaters - Replace (C)	10	0	\$10,500

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
310	Dom Water Heaters - Replace (D)	10	1	\$10,500
310	Dom Water Heaters - Replace (E)	10	2	\$10,500
310	Dom Water Heaters - Replace (F)	10	3	\$10,500
310	Dom Water Heaters - Replace (G)	10	4	\$10,500
311	Cooling Towers - Replace	25	25	\$1,109,152
311	Cooling Towers / AHU: 2026 - Replace	25	0	\$1,175,389
311	HVAC Controls: 2026 - CT/AH Connect	10	0	\$21,800
312	Booster Pump Sled - Replace	28	11	\$88,500
312	Booster Pump Sled: A - Refurbish	14	1	\$19,500
312	Booster Pump Sled: B - Refurbish	14	0	\$3,850
312	HVAC Loop System - Replace	30	13	\$175,000
312	HVAC Loop System Motors-Replace (A)	15	9	\$45,000
312	HVAC Loop System Motors-Replace (B)	15	0	\$22,500
313	Cooling Tower Water Treatmen - Replace	15	0	\$16,000
314	PRV Stations - Replace	25	8	\$89,500
317	Expansion Tank: 2008 - Replace	12	0	\$3,725
317	Expansion Tanks: 2021 - Replace	12	7	\$7,400
341	Plumbing: A - Replace/Reline/Repair	28	7	\$500,000
341	Plumbing: B - Replace/Reline/Repair	28	14	\$500,000
341	Plumbing: C - Replace/Reline/Repair	28	21	\$500,000
341	Plumbing: D - Replace/Reline/Repair	28	28	\$500,000
411	Drinking Fountains - Replace	20	1	\$6,950
801	HVAC Boilers - Replace	30	13	\$125,000
803	Reheat Tanks: A - Replace	10	2	\$36,000
803	Reheat Tanks: B - Replace	10	0	\$12,600
1001	Domestic/Irrig Backflows - Replace	30	13	\$20,500
1002	Irrigation System - Repair/Replace	15	0	\$58,500
1350	Roof Staging System - Replace	25	8	\$155,000
1556	Handicap Door Operators - Replace	10	9	\$12,100
1557	EVCh Stations/Backbone-Repair/Rplc	30	22	\$150,000
1565	BMS/Climatec Controls - Replace	10	4	\$120,000
1731	WiFi - Replace (Garage)	5	0	\$21,000
1801	Elevators - Modernize	25	8	\$2,250,000
1809	Sump Pumps - Replace	18	1	\$44,000
1823	Trash Compactor w/Bin - Replace	20	2	\$30,500
1830	Scrubber - Replace	10	1	\$15,000
1842	Valves - Rebuild/Replace	10	1	\$31,500
LIFE SAFETY / SECURITY				
302	Cummins Generator - Refurbish	30	13	\$180,000
305	Camera/Access System - Replace	6	3	\$125,000
305	Security/Surveillance -Consultant/Review	12	11	\$26,150
1001	Fire Sprinkler Backflow - Replace	30	13	\$25,000
1553	Barrier Arms/Operators - Replace	10	6	\$19,500

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
1557	Garage Gates - Replace	20	0	\$38,500
1557	Trash Room Door - Replace	30	13	\$19,000
1558	Garage Gate Operators - Replace	12	0	\$19,500
1721	Fire Supression Water Tank -Reline	20	3	\$79,000
1817	Garage CO System - Replace	12	7	\$19,500
1818	Fire Pumps - Refurbish/Replace	30	13	\$495,000
1818	Fire Sprinkler System - 5 Yr Cert	5	3	\$21,500
1820	Fire Alarm System - Modernize	20	15	\$450,000
1821	Jockey Fire Pumps - Replace	15	0	\$16,500
TRAIN PLATFORM				
207	Concrete Paver Walk - Repair	10	6	\$9,750
503	Metal Fence/Rail- Replace	40	23	\$44,000
509	Wood Trellises - Replace	30	13	\$193,200
1116	Wood Trellises - Restain	5	2	\$18,500
GARAGE / STORAGE / STAIRS				
327	Garage/Stair Light Fixt's - Replace	30	0	\$175,000
911	Garage Lobbies - Remodel	30	13	\$490,000
1110	Stair Interiors - Repaint/Coat	20	3	\$185,000
1118	Garage Srfcs/Sign- Restripe/Repaint	20	3	\$120,000
1141	Garage/Storage Floor - Recoat	20	3	\$565,000

139 Total Funded Components

Note 1: Yellow highlighted line items are expected to require attention in this initial year.

Projected Expenses

While this Reserve Study looks forward 30 years, we have no expectation that all these expenses will all take place as anticipated. This Reserve Study needs to be updated annually because we expect the timing of these expenses to shift and the size of these expenses to change. We do feel more certain of the timing and cost of near-term expenses than expenses many years away.

The figure below summarizes the projected future expenses at your association as defined by your Reserve Component List. A summary of these components are shown in the Component Details table, while a summary of the expenses themselves are shown in the 30-yr Expense Summary table.

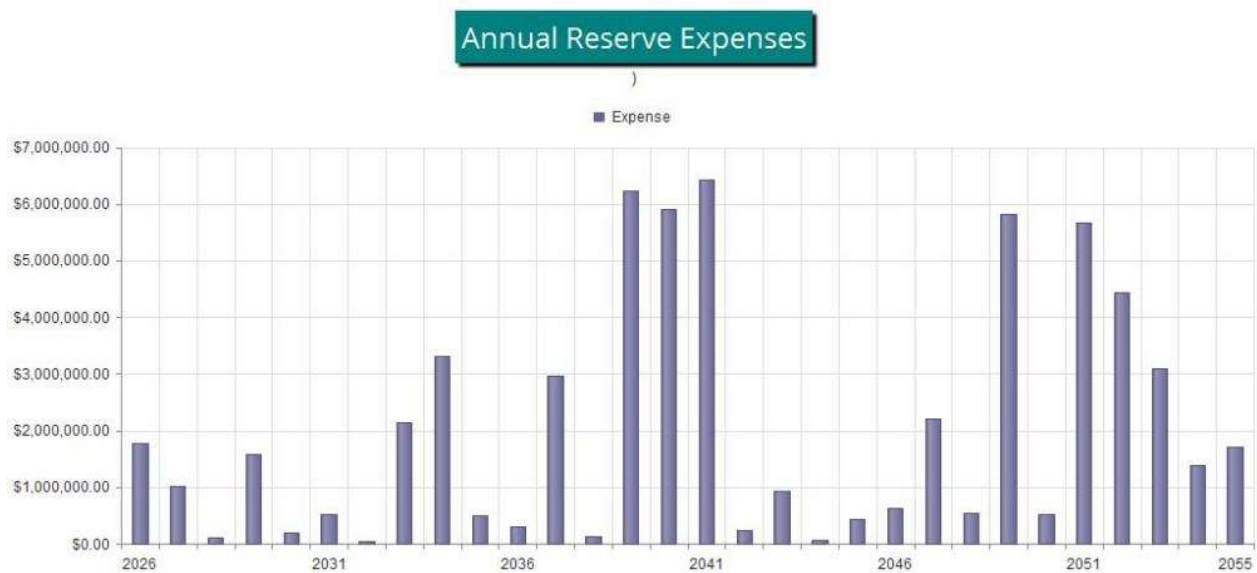


Figure 1

Reserve Fund Status

The starting point for our financial analysis is your Reserve Fund balance, projected to be \$8,209,481 as-of the start of your Fiscal Year on 1/1/2026.

This is based on your actual balance on 6/30/2025 of \$8,429,364 and anticipated Reserve funding and expenses projected through the end of your Fiscal Year.

As of your Fiscal Year Start, your Fully Funded Balance is computed to be \$12,443,573. This figure represents the deteriorated value of your common area components. Comparing your Reserve Balance to your Fully Funded Balance indicates your Reserves are 66.0 % Funded.

Recommended Funding Plan

Based on your current Percent Funded and your near-term and long-term Reserve needs, this Fiscal Year we are recommending Monthly budgeted Reserve transfers of \$102,100 this Fiscal Year. The overall 30-yr plan, in perspective, is shown below. This same information is shown numerically in both the 30-yr Summary and the Cash Flow Detail tables.

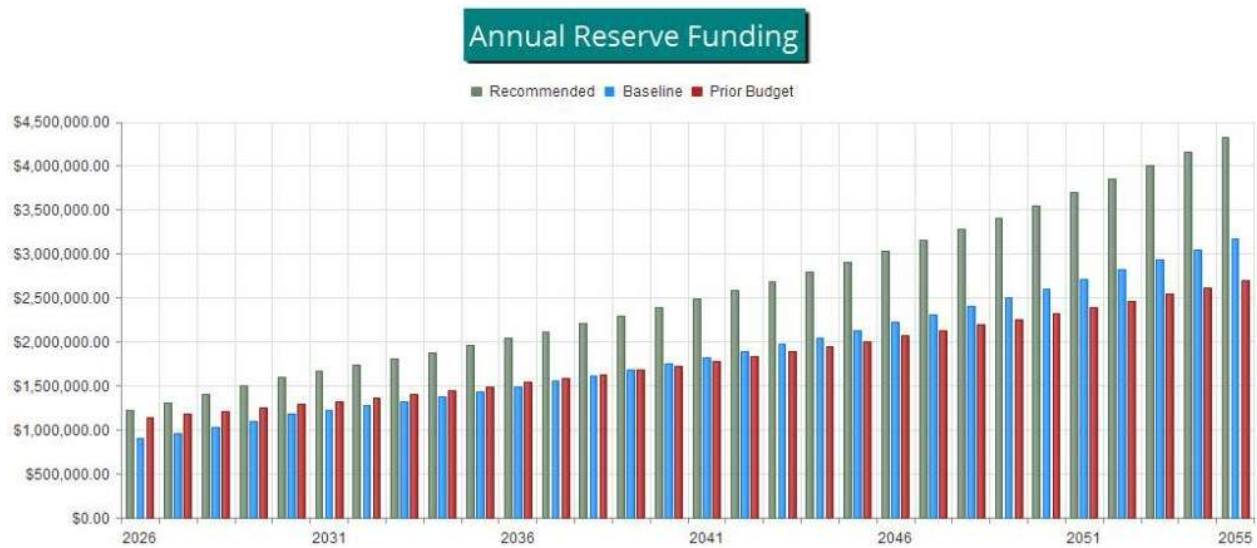


Figure 2

The following chart shows your Reserve balance under our recommended Full Funding Plan and at your current budgeted level of Reserve funding, compared to your always-changing Fully Funded Balance target.

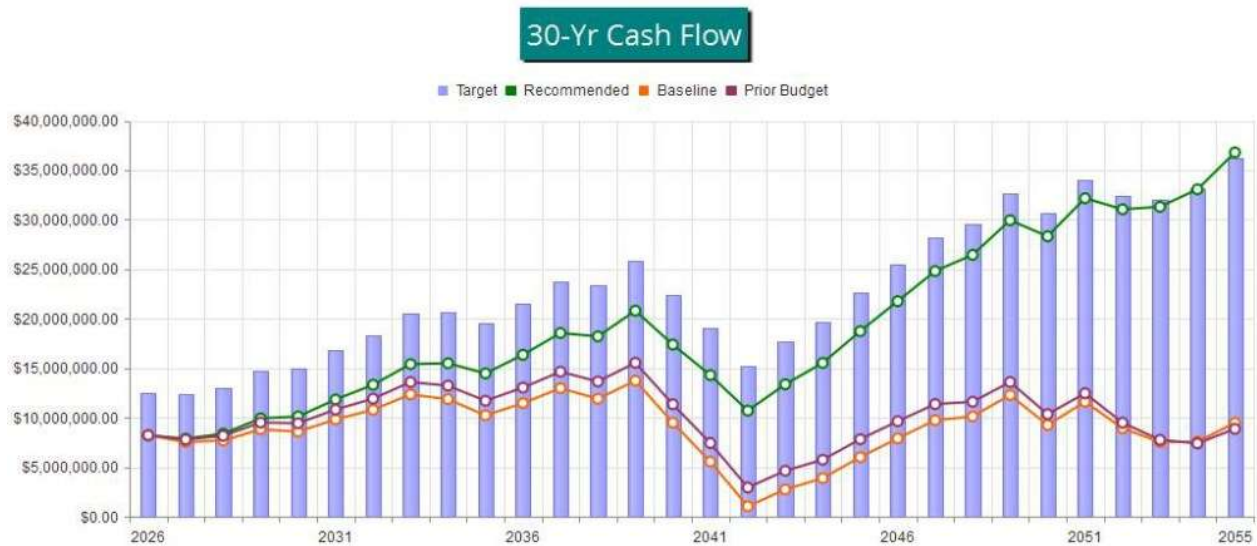


Figure 3

This figure shows the same information plotted on a Percent Funded scale. It is clear here to see how your Reserve Fund strength approaches the 100% Funded level under our recommended multi-yr Funding Plan.

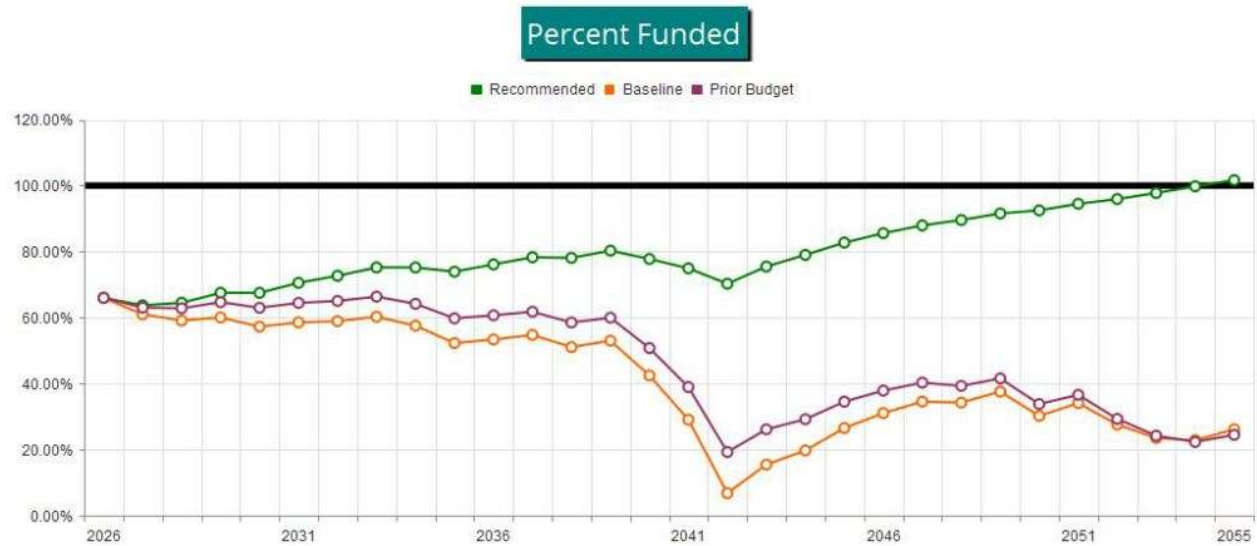


Figure 4

BAYSIDE OWNERS ASSOCIATION

DELINQUENT ASSESSMENT COLLECTION POLICY

Effective: JANUARY 2026

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

- Regular monthly assessments are due and payable on the 1st day of each month. A courtesy billing statement is sent each month to the billing address on record with the Association. However, it is the owner of record's responsibility to pay each assessment in full each month regardless of whether a statement is received.
- For purposes of this Collections Policy, 'assessments' shall include all charges levied by the Association against an Owner pursuant to the CC&Rs, including but not limited to regular assessments, special assessments, compliance assessments, reimbursement assessments, reconstruction assessments, capital improvement assessments, and utility charges billed directly by the Association (e.g., cable, internet, or similar services). All such charges shall be subject to the Association's delinquency policy, including accrual of late fees, interest, and collection actions as permitted by law.
- All other assessments, including, but not limited to, Special Assessments, Enforcement Assessments, and Capital Improvement Assessments are due and payable on the date specified by the Board in the notice of assessment.
- Regular monthly assessments and all other assessments (as defined in Paragraph 2) are collectively referred to herein as "Assessments".
- Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the Assessment or other sums are levied. Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association.
- Unpaid Assessments are delinquent 15 days after they are due.
- A late charge of \$10.00 or 10%, whichever is greater, will be charged for any Assessment that is not received on or before the 15th day of the month, prior to the close of business.
- Interest on the balance due will accrue at a rate not to exceed 12% per annum; commencing thirty (30) days after the Assessment becomes due.
- At fifteen (15) days past due, the association may invite owner(s) to a hearing for the purpose of revoking membership privileges. Those privileges can include access to common areas or facilities, and/or services paid for by the association.
- When an Assessment becomes more than forty-five (45) days past due, the Association will send a validation notice to the billing address on record with the association. The owner will be charged a fee for the notice, as well as all costs to complete the transmittal of the notice. If an owner writes to dispute the amount owed or to request "original creditor" information within the validation period set forth in the notice, then the

Association will cease collection of the debt, or any disputed portion of the debt, until the Association responds appropriately as required by law (see applicable consumer protection laws).

- When an Assessment becomes more than eighty (80) days past due, the Association will send an intent to lien/pre-lien letter to each owner, as required by the Civil Code, by certified mail to the owner's address of record. The owner will be charged a fee for the notice, as well as all costs to complete the transmittal of the letters

BAYSIDE OWNERS ASSOCIATION

- If the owner fails to pay the amounts set forth in the intent to lien/pre-lien letter within 30 days of receipt of that letter, a lien for the amount of any delinquent Assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. The owner will be charged a fee for the lien, as well as any processing fees, recording service, and costs. A copy of the lien will be sent to each owner at his/her address of record via certified mail within ten (10) days of recordation thereof. After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law.
 - o Prior to the recording of a Board authorized lien for delinquent Assessments, an owner that is delinquent has the right to participate in internal dispute resolution ("IDR") pursuant to the "meet and confer" program in accordance with California Civil Code. Prior to recording a lien, the Board of Directors will approve such action by a majority vote of the Board of Directors.
 - o Upon receipt of payment in full, that includes any late fees, interest, collection costs and/or attorneys' fees, a Release of Lien will be recorded. Copies of the Release of Lien will be sent to all owners of record. The owner will be charged a fee for the release, as well as any processing fees, recording service, and costs. All county recording fees are charged as applicable and as counties may charge from time to time.
- If an owner is delinquent for thirty (30) additional days after the Notice of Delinquent Assessment (Lien) has been recorded, the Assessment collection matter may be referred to the Association's attorney or collection agent, and the lien may be enforced by judicial or non-judicial foreclosure sale, or by money judgment at the Association's option. An actual foreclosure sale of an owner's property will not be conducted unless or until either; (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and/or fees; or (b) the assessments are delinquent for more than twelve (12) months. [You could lose ownership of your property if a foreclosure action is completed. You will be responsible for significant additional fees and costs, including attorneys' fees, if a foreclosure action is commenced against your property.] The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the Minutes of the next open session Meeting of the Board. The Board must maintain the confidentiality of the delinquent owner(s) by identifying the matter in the Minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent owners the option of participating in IDR or Alternative Dispute Resolution ("ADR").
- Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.
- The Association will charge a processing fee to the owner for a returned check.
- Any owner who is unable to pay Assessments will be entitled to submit a written request for a payment plan to be considered by the Board of Directors. The Board of Directors is not required to approve a payment plan. If a payment plan is approved, the Board of Directors may establish the terms of the payment plan. A payment plan request or approved payment plan will not impede the Board's ability to vote for and record a lien. Generally, no payment plan may exceed six (6) months in duration. Fees and/or costs may be charged for the administration of any payment plan, and may vary based upon

BAYSIDE OWNERS ASSOCIATION

the duration of the payment plan. Any request for a payment plan which exceeds six (6) months in duration must be accompanied by a written explanation of the reason for the request, which includes documentation of the Owner's special circumstances, financial hardship, and ability to make the payments requested. If a lien has not been recorded prior to the time that any payment plan is entered into, one may be recorded during the repayment period to secure the debt while the payment plan is pending. In the event of a default in any payment agreement, the Association will resume collection efforts from the time prior to entering into the payment plan.

- Without prejudice to its right to continue with and/or take other collection action, an Owner's membership rights, including, but not limited to rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to California Civil Code Section 5855 and California Corporations Code Section 7431. The Association will not deny an Owner or Occupant physical access to his or her separate interest by way of any such suspension of privileges. (California Civil Code Section 4510)
- The mailing address for overnight payment of assessments is:

FirstService Residential California, LLC
15241 Laguna Canyon Rd
Irvine, CA 92618
- Fee Schedule – Please contact the Association's community manager if you would like a list of all current cost and assessment recovery fee information as the amounts of these charges can change from time to time.
- Monetary payments received from an owner will be credited to balances on the owner's account in the following order, with payments being first applied to the oldest unpaid balance in a category:
 - o Enforcement Assessments
 - o Capital Improvement Assessments
 - o Special Assessments
 - o Regular Assessments
 - o Monetary penalties or fines
 - o Late charges
 - o Legal fees and costs
 - o Interest

BAYSIDE OWNERS ASSOCIATION

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

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

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

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

At least 30 days prior to recording a lien on an owner's separate interest, the association must provide the owner of record with certain documents by certified mail, including a description of its collection and lien enforcement procedures and the method of calculating the amount. It must also provide an itemized statement of the charges owed by the owner. An owner has a right to review the association's records to verify the debt. (Section 5660 of the Civil Code)

If a lien is recorded against an owner's property in error, the person who recorded the lien is required to record a lien release within 21 days, and to provide an owner certain documents in this regard. (Section 5685 of the Civil Code)

The collection practices of the association may be governed by state and federal laws regarding fair debt collection. Penalties can be imposed for debt collection practices that violate these laws.

BAYSIDE OWNERS ASSOCIATION

PAYMENTS

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

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

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

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

MEETINGS AND PAYMENT PLANS

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

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

ASSIGNMENT OF RENTS

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

ALTERNATIVE DISPUTE RESOLUTION

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

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this title.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents of a common interest development.

BAYSIDE OWNERS ASSOCIATION

5930. (a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in the Code of Civil.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

5935. (a) Any party to a dispute may initiate the process required by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

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

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

5940. (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

5945. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

5950. (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

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

BAYSIDE OWNERS ASSOCIATION

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

(b) The costs of the alternative dispute resolution shall be borne by the parties.

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

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

"Failure of a member of the association to comply with the alternative dispute resolution requirements of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

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

INTERNAL DISPUTE RESOLUTION

5915. Statutory Dispute Resolution Procedure

(a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(b) Either party to a dispute within the scope of this article may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.

(3) The association's board of directors shall designate a member of the board to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

(d) A member of the association may not be charged a fee to participate in the process.

XXI. DISPUTE RESOLUTION

In the event of a dispute between the Association and an Owner or between two or more Owners, the dispute will be resolved using the California Civil Codes §5915, §5925, §5930, §5935, §5940, §5945, §5950, §5955, §5960, §5965. Such Codes are provided to Owners annually.

XXII. ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Governing Documents, either an Occupant or the Association can initiate notification to the violating Owner using a Governing Documents Violation Report Form (contained in this Community Handbook), which contains complete information concerning the violation. Verbal notification of a violation will only be acted upon by the General Manager or the Assistant General Manager in an emergency situation.

Upon receiving the first written complaint, normally a “courtesy notice” will be sent to the Owner of the Unit where the violator resides or visited (if a guest). If there is a second violation of the same rule, then the second violation letter will advise that the Board will approve the matter for handling, and a due process hearing will be scheduled in accordance with Section 4.3.2 of the Declaration and California Civil Code Section 5855. At such hearing, the Owner may address the Board regarding the alleged violation and the Board may impose monetary fines and penalties, and/or revoke membership rights. Failure to correct a violation may also result in legal action, the cost of which will be the Owner’s responsibility.

The Association reserves the right to proceed directly to a hearing for any violations that involve safety, damage to property or injury or any other matter deemed serious by the Board of Directors.

XXIII. FINES and PENALTIES

The Governing Documents, including this Community Handbook, contain the rules and regulations for the Community. Nothing shall be done by an Owner or such Owner’s invitees on or within the Community that may be or may become a nuisance to the Occupants of the Community. Violation of any of the rules may result in fines and/or penalties assessed against the Owner, at the sole discretion of the Board. The Board levies such fines and/or penalties based on the nature, frequency, duration and/or severity of the alleged offense.

- A. Any violation of the CC&Rs, Association Rules or Architectural Guidelines.....\$100-\$10,000
- B. Persistent, continuing, or uninterrupted violations

In addition to any fines listed above, the Board may levy a maximum \$100.00 per day fine for each and every day that a violation of the Governing Documents that is of a persistent, continuing or uninterrupted nature is permitted to continue. Before imposing such a fine, the hearing notice shall clearly state that the Board may initiate daily fines if the violation is not cured.

BAYSIDE

ARCHITECTURAL GUIDELINES

(Standards, Rules and Forms for Homeowner Improvements)

ARCHITECTURAL GUIDELINES

INTRODUCTION

These Architectural Standards and Guidelines are designed with the goal of preserving the aesthetic beauty and maintaining the safety, value, architectural integrity and desirability of the Bayside Community. The Board of Directors has appointed an Architectural Committee to review any changes to Residential Units, whether inside or outside.

Prior to making any Improvements, as defined herein, to a Residential Unit or Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area (collectively "**Residential Unit**"), approvals from the applicable city/governmental agencies and the Bayside Architectural Committee are required. Approval from the Bayside Architectural Committee is obtained by submitting a complete Architectural Submittal Package.

I. ARCHITECTURAL STANDARDS

The standards set forth below shall apply to Improvements within the Community. These standards are in addition to the standards set forth in the Association Rules and other Governing Documents.

- A. Drainage: The installation of any tile or other flooring material, including sealants, on any Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area is strictly forbidden as it will interfere with proper drainage.
- B. Lighting - Exterior: Only original exterior lighting, electrical, gas or other artificial exterior lighting is permitted, except for temporary Holiday lights as described within the Community Handbook.
- C. The use of "hot mopping" or any use of hot asphalt or any derivative thereof for waterproofing within residential units or exclusive use areas is prohibited.
- D. Entry Door Hardware: No changes shall be made to any entry door hardware, except as needed for maintenance.
- E. Water Supply Systems: No individual water supply, sewage disposal or water softener system shall be permitted in any Residential Unit, other than originally installed equipment.
- F. Window Coverings and Treatments:
 - i. Window Coverings and Treatments installation or replacement require approval.
 - ii. Guidelines:
 - a. Acceptable Materials. Window coverings may consist of draperies, shades or shutters. Aluminum foil or other similar material, bed sheets, paper, and the like may not be applied to windows. Temporary window coverings must be removed fifteen (15) days after the close of escrow for a Residential Unit, unless an Architectural Submittal Package has been submitted.
 - b. Prohibited Materials. No interior or exterior wrought iron or metal bars are allowed. Except as originally installed, window tinting is not allowed.

- c. Color Consistency. The color of curtains, drapes, shutters, blinds, and other window materials subject to view from the exterior of a Residential Unit must be of white, off-white or beige color and tone.
- d. Maintenance. Window coverings must be kept in good condition. Each Owner is responsible for the care and maintenance of its window coverings. Each Owner will be required to replace shabby and torn materials/coverings exposed to the exterior.
- e. Installation. Each Owner shall, within a reasonable time after the Close of Escrow for the Owner's Residential Unit, install window coverings on all windows where coverings do not exist.

G. Screen Doors: Exterior screen doors must be approved by the Architectural Committee.

H. Balconies, Decks and Patios

- i. Outdoor Furniture: Patio furniture and other similar outdoor furnishings must be in good condition, must be harmonious with the Community colors, and must not extend beyond the railings, fences, walls and/or other boundaries of any Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area. These furnishings must be equipped with protective leg caps or other devices to prevent damage to the floor. Additionally, none of these furnishings or other Improvement can be nailed, bolted, or otherwise attached to the floor, walls, or any other portion of any Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area
- ii. Plants: No vegetation that extends beyond the railings, fences, walls and/or other boundaries of any Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area is allowed.
- iii. Awnings, Etc.: Awnings, ornamental screens, and sunshades must be approved by the Architectural Committee.
- iv. Exterior clotheslines are not permitted.
- v. Outside antenna, satellite dishes, transmitter towers, radio antenna, poles, or flags (except the American flag) may not be constructed, installed, or maintained on any Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area or in any other portion of the Community except as outlined in Subsection L below.

I. Structural Load Changes

Bayside is designed to support a forty (40) pound per square foot live load as outlined in the Uniform Building Code, Table 16A, Item 12. Any modifications to a Residential Unit that might increase such load of a Residential Unit's floor must be approved by a structural engineer and the Architectural Committee. These items include, without limitation, changes in flooring (e.g., installation of ceramic tile, marble, granite) and the placement of pool tables, pianos, potted plants or trees, and aquariums.

J. Flooring

- i. ALL Flooring installations and/or replacements require approval prior to installation.
- ii. Guidelines:
 - a. A sound control underlayment system is required. Installation of such sound control underlayment system shall include provisions for a perimeter insulation material to prevent impact noises from being transmitted to the Residential Units below the floor either directly through the floor or by going around the floor and

through the surrounding walls. Those Residential Units situated on any floor above any other Residential Units or any Common Areas require sound insulation.

- b. STC and impact insulation class will be not less than 50 for any flooring upgrades.
- c. Materials used must be designed to minimize noise transmission.
- d. Carpet and hard surface flooring such as tile, marble, slate, etc. must meet the guidelines stated above or as adopted by the Architectural Committee.

K. Sound Attenuation:

- i. In any multi-family dwelling, sound may be audible between Residential Units, particularly where the sound level of the source is sufficiently high and the background noise in an adjacent Residential Unit is very low. Each Owner shall endeavor to minimize any noise transmission from the Residential Unit.
- ii. Guidelines:
 - a. Holes or other penetrations to be made in common walls require approval by the Architectural Committee. No penetrations of any sort shall be made in the ceiling of any Residential Unit. Acoustical sealant shall be packed around all holes made by nails or screws when hanging items from the wall.
 - b. No modifications shall be made to any Residential Unit which would result in a reduction in the minimum impact insulation class of the Residential Unit.
 - c. Speakers for music reproduction, television and other audio-visual devices shall not be supported from or contact common walls and shall be elevated from the floor by a proper acoustic platform.
 - d. Pianos shall have at least ½ inch neoprene pads under the supports to minimize vibration transmission into the structure.
 - e. All furniture shall contain rubber castors or felt pads to minimize noise and vibration.

L. Signs within Residential Units:

- i. No sign or advertising device shall be displayed on or in a Residential Unit which is visible from the exterior of the Residential Unit, except the following:
 - a. If permitted by applicable law, a Residential Unit may have no more than one (1) for sale or lease sign inside the Residential Unit but it shall not be larger than eighteen inches by two feet and shall have a white background with black letters unless otherwise approved by the Board.
 - b. Non-retail signs permitted by law.
 - c. Any other sign or display must be approved by the Architectural Committee.

M. Satellite Dish and Antenna Policy:

- i. Certain satellite dish services are already available in the Community. Additional information is available at the front desk.

- ii. Areas Under an Owner's Exclusive Use and Control. In addition to the interior of the Residential Unit, the areas that are under an Owner's exclusive use or control are Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area ("Outdoor Space" or "Exclusive Use Common Area"); provided however, that Owners may not penetrate the ceilings, walls or floors of its Outdoor Space for any reason. Owners are not permitted to install satellite dishes or antennae in areas that are not under Owner's exclusive control.
 - a. Dishes. Consistent with the Declaration, satellite dishes and antennae designed to receive video programming services via multi-point distribution services may be installed in an area under an Owner's exclusive use or control so long as such antennae and satellite dishes are
 - (i) thirty-six (36) inches or less in diameter
 - (ii) installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received
 - (iii) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area.
 - b. Broadcast Antennae. Antennae designed to receive television broadcast signals may be installed in an area under an Owner's exclusive use or control so long as
 - (i) An acceptable quality signal cannot be received via an indoor antenna (e.g. "rabbit ears").
 - (ii) The antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal.
 - (iii) The antenna is installed in the least visually obtrusive portion of an Owner's property where an acceptable quality signal can be received.
 - c. No Installations by Lessees. Only Owners may request approval for the installation of satellite dishes and/or antennae. No applications will be accepted by Lessees.
 - d. Notification. After installing an approved antenna or satellite dish, the Owner must complete and submit a Satellite Dish and Antennae Notification Form to the Association. The Association will inspect the antenna or satellite dish to determine compliance.

II. CHANGES or IMPROVEMENTS REQUIRING ARCHITECTURAL APPROVAL

Most improvements to a Residential Unit, both interior and exterior, which require approval by the Architectural Committee are listed below. However, it is recommended that Owners submit requests for All changes to ensure compliance and prevent confusion.

- A. Combining Two Residential Units: If an Owner desires to combine two (2) Residential Units, the Architectural Committee shall not grant approval of the removal of a demising wall or floor between two (2) or more adjoining Residential Units which are owned by one (1) Owner unless:
 - i. Outside consultants consisting of both an architect and structural engineer licensed in the State of California have approved the Plans and specifications for such Improvements.
 - ii. The wall(s) or floor proposed to be removed does not contain any common utilities.

- iii. Such Improvements do not adversely impact the structural integrity of the Community and do not affect any other Residential Units.
- iv. The Plans and specifications are otherwise in conformance with the requirements of the Declaration and these Architectural Guidelines.
- v. All required permits have been obtained.

B. Interior Improvements:

- i. All interior Improvements to a Residential Unit which impact or alter any part of the Common Area.
- ii. Drilling: Owners may not drill into walls, floors, ceilings for any reason without prior consent. Drilling can result in severe damage to the structural integrity, or electrical or plumbing systems in the Community.
- iii. Carpet installation and/or replacement.
- iv. Hard surface flooring installation (tile, marble, granite, wood, etc.).
- v. Removal or relocation of non-bearing walls
- vi. Window coverings
- vii. New installations or changes to any electrical, HVAC/heating or plumbing of any kind.
- viii. Security systems.
- ix. Permanent fixtures
- x. Ceilings and columns
- xi. Any other Improvement (including common walls) which may impair or alter the structural integrity of the building or the Residential Unit.

C. Exterior Improvements: Any changes or additions to any Exclusive Use Balcony Area, Exclusive Use Deck Area or Exclusive Use Patio Area including, without limitation:

- i. Patio covers
- ii. Windows
- iii. Screens
- iv. Sunshades
- v. Awnings
- vi. Walls
- vii. Doors
- viii. Railings
- ix. Gates

III. GENERAL CONDITIONS FOR ARCHITECTURAL CHANGES or IMPROVEMENTS

Approval by the Architectural Committee or the Board does not constitute waiver of the requirements of any governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and Bayside Owners Association assumes no responsibility for such. The function of the Architectural Committee and the Board is to review submittals for architectural design of Improvements, placement of Improvements, color schemes, exterior finishes and materials and similar features which are recommended for use in the Community. All technical and engineering matters are the responsibility of the Owner. In addition to the restrictions set forth in the Declaration, Declaration and the Community Handbook, each Owner shall also comply with the following restrictions and guidelines.

- A. **Building Permits:** Building permits may be required for certain Improvements or changes. The applicant shall obtain Architectural Committee approval of any Improvements requiring a building permit prior to requesting such permit from the City. A copy of the permit must be provided to the Association. If the permit process results in any changes to the original design approved by the Architectural Committee, then these changes must also be reviewed and approved prior to the commencement of construction.
- B. **Damage to Common Area:** An Owner shall be responsible for any damage to the Common Area. All applicable charges for restoration will be charged back to the Owner by the Association and are due and payable within thirty (30) days from notification to the Owner. The Association reserves the right to require the prepayment of a damage deposit. Upon completion, the cost of any damage will be deducted from the deposit. The balance (if any) will be refunded to the Owner. If damage exceeds the deposit amount the Owner will be required to pay the overage.
- C. **Effect of Approval:** Approval of plans is not authorization to proceed with Improvements on any property other than the Residential Unit owned by the applicant.
- D. **Building Code Requirements:** It shall be the responsibility of the Owner to ensure that proposed modifications shall be consistent with applicable building code requirements. No Improvements will be permitted that could impair the structural integrity or mechanical systems of the Community, or lessen the support of any portion of the Community.
- E. **Zoning:** All uses shall be in conformity with the zoning ordinances of the City.
- F. **Structural Alterations:** No Owner shall drill, penetrate or otherwise tamper with the concrete or other structural components of the Community, including the Exclusive Use Balcony Areas, Exclusive Use Deck Areas and Exclusive Use Patio Areas without the prior written consent of the Architectural Committee. No structural alterations to the interior of or Common Area surrounding any Residential Unit shall be made and no plumbing, electrical or other work which would result in the penetration of the finished or unfinished surfaces of the ceilings, walls or floors shall be performed by any Owner without the prior written consent of the Architectural Committee.
- G. **Mechanic's Liens:** No Owner may cause or permit any mechanic's lien to be filed against the Community for labor or materials alleged to have been furnished or delivered to the Community or any Residential Unit for such Owner, and any Owner who does so shall immediately cause the lien to be discharged within five (5) days after notice to the Owner from the Board. If any Owner fails to remove such mechanic's lien, the Board may discharge the lien and charge the Owner a Special Assessment for the cost of discharge.
- H. **Diligence in Construction:** Upon final approval of the Submittal Package, the Owner shall promptly commence construction and diligently pursue completion of the construction in conformance with the construction schedule.
- I. **Vendors:** The term "vendor" includes service providers, contractors, sub-contractors, vendors, installers and workers). All Vendors to be used for an approved Architectural project are referred to as "Level 2 Vendors" and are subject to the Vendor Requirements as specified within the Community handbook, including the General Liability Release of Claims.

IV. ELECTRIC VEHICLE CHARGING STATION

All requests to install (including electrical wiring and mechanical components) and use an electric vehicle charging station (the charger and all related and necessary components are referred to in these Rules as, "charger") must comply with section 4745 of the California Civil Code, these Rules, and the terms of the Use Agreement for Electrical Vehicle Charging.

The Rules set forth below are designed to ensure the continued integrity of the Association's electrical infrastructure, which supplies electricity to the common areas of the building.

A. The following Rules are applicable if the Owner uses the Association's electrical infrastructure as located in the building garage, which includes but is not limited to transformers, electric meters, panel boxes, bus lines, conduits, junction boxes, wiring, and other electrical hardware, that may be used for the installation of an electrical vehicle charger, wherever those components are located in the garage.

1. If the Owner chooses this installation option, the Owner must contract directly with the vendor selected by the Association to provide, install, maintain, and manage the charger purchased by the Owner from the vendor. The Owner may not substitute a different unauthorized charger, but must purchase and use the charger provided by the Association's selected vendor.
2. The charger may be installed only in the Owner's assigned parking space, which must be verified by Management. Owners are prohibited from agreeing among themselves to install a charger within each other's respective parking spaces.
3. The Owner must submit an application and fully executed Use Agreement for Electrical Vehicle Charging ("Use Agreement") for review to the Architectural Review Committee and receive written approval from the Committee before any installation work may proceed. All applications and review procedures are governed by, and must comply with, Article 9 of the CC&Rs.
4. Once the application has been approved, the Association may grant to the Owner, as a condition of approval, a non-exclusive, revocable license over the common area to allow for the installation, use, maintenance, repair, modification, replacement, or removal of the charger in a Use Agreement. The Association may, at its discretion, record the Use Agreement against the Unit. The Association may revoke the Use Agreement if the Owner violates the applicable Rules, breaches any provision of the Use Agreement, or gives cause for the Association to revoke the Use Agreement.
5. The installation, use, maintenance, repair, modification, replacement, or removal of the charger must comply with all applicable health and safety standards and all requirements imposed by state and local permitting authorities, as well as the California Building Standards Code, California Code of Regulations, Title 24.
6. The electrical wiring to the charger within the confines of the Owner's assigned parking space is part of the Association's infrastructure and property, and cannot be modified or removed by the Owner.
7. The charger is purchased by and is the property of the Owner.
8. The Owner is solely responsible for any and all costs associated with the installation, use, maintenance, repair, modification, replacement, or removal of the charger, and contracts directly with the appropriate vendor and/or contractors for such services.
9. The Owner is solely responsible for all costs of electricity used for charging.
10. The installation of the charger, including wiring to the Association infrastructure, must be performed by an electrical contractor approved by the Association and the vendor.
11. All work performed for the installation, use, maintenance, repair, modification, replacement, or removal of the charger must be performed by a currently licensed and insured California contractor. The selected contractor must comply with all Association and vendor requirements. Prior to beginning work (including installation, maintenance, repair or removal work), the contractor must have on file with the Association proof of all

insurance required by the Association, including but not limited to, workers compensation, and \$1 in liability coverage naming the Association as an additional insured with a right to notice of cancellation.

12. The Owner is responsible for the costs of any damage to the Association common area or any other property resulting from the installation, use, maintenance, repair, modification, replacement, or removal of the charger. The Owner must also remain in compliance with all governing documents of the Association.

13. The Owner is solely responsible for any damage and/or acts of vandalism to the charger and/or mount. The Owner is responsible for maintaining the charger at all times, at the Owner's cost, even if not in use for charging, and for storing the charger cord properly for safety.

14. The vehicle must be kept within the Owner's assigned parking space while being charged.

15. The Owner and each successive owner of the charger must at all times maintain a homeowner liability insurance policy providing for one million dollars (\$1,000,000) coverage under this policy includes liabilities resulting from the installation, use, existence, misuse, maintenance, repair, modification, replacement, or removal of the charger, and names the Association as an additional insured, with a right to notice of cancellation.

Within 14 days of approval of the Owner's application, the Owner shall provide proof of such insurance, and shall provide updated certificates of insurance on an annual basis to show continuation of the required insurance. (Vendor may provide this insurance.)

16. The Association does not guarantee charging availability. The charger uses the available spare power to the building. When the power is disrupted or there is a peak demand, charging may not begin immediately or may be interrupted.

17. The Owner must sign a Use Agreement as a condition of approval, which may be recorded against the Unit. Because the technology for charging electric vehicles is evolving, the Association may revise the Use Agreement as it considers necessary to incorporate relevant technological advances.

18. The Owner must install, use, maintain, repair, modify, replace, or remove the charger in a clean, sanitary and attractive condition and good and safe state of repair at the Owner's sole expense.

19. If the charger becomes non-operational, is in disrepair, is abandoned or relinquished by the Owner, or is deemed a nuisance or a threat to health or safety by the Association, the charger shall be removed by and at the sole cost of the Owner, using an approved licensed and insured contractor approved by the Association and the vendor, to the satisfaction of the Association.

20. Unless a charger is removed prior to transfer of a Unit, the Owner is responsible to disclose to prospective buyers of the Owner's Unit the existence of the charger and the obligations of that buyer (once they become the successor owner), including the obligation to execute a Use Agreement, as they relate to the charger (e.g., maintenance, repair, insurance and indemnity obligations and disclosure obligations).

B. In addition to the above Rules, if the Owner does not use the Association's electrical infrastructure in the garage the following additional Rules apply.

1. If the Owner chooses not to use the Association's electrical infrastructure, the Owner understands that the building does not have spare electrical capacity to power the Owner's separate facility, including the charger. Accordingly, the Owner is required to provide electricity independent from the building's electrical supply.

2. The Owner must submit a detailed application to the Architectural Review Committee and obtain written approval before proceeding with any work to install a charger.

3. The Owner's application must be made in writing to the Architectural Review Committee and in compliance with the Architectural Rules and Guidelines and Article 9 of the CC&Rs. Detailed plans, specifications and schematic drawings must be provided by a California licensed and insured electrical engineer. The Owner's application must demonstrate that the proposed installation will not interfere in any manner with the electrical infrastructure of the building, and include all of the following:

- a) the location of the parking space where the charger will be installed;
 - b) the routing of the electrical trunk lines from an outside SDG&E transformer into the Association's electrical room;
 - c) the subsequent additional transformer, panel(s), meter, and any other electrical hardware;
 - d) the wiring and conduits through the garage to the parking space where the charger will be installed;
 - e) the plans, specifications and schematic drawings must also detail any coring or other structural work that will be necessary, plus submit any and all legally required electrical and mechanical permits necessary to complete the proposed work.
4. All costs for the preparation of the Owner's application, including the costs of all licensed engineers and any other professionals retained in connection with the Association's review of the Owner's application, shall be the sole responsibility of the Owner. In this regard, the Association may retain the services of California licensed electrical engineer(s) and any other professionals appropriate to properly evaluate the proposed work or to otherwise assist the Association in its evaluation of the Owner's application.
5. Upon written approval of the application, all costs associated with the installation, use, maintenance, repair, modification, replacement, or removal of the charger, as well as all of the costs to establish and maintain a separate electrical facility, including but not limited to the electrical trunk lines from an outside SDG&E transformer into the Association's electrical room, the subsequent additional transformer, panel(s), meter, and any other electrical hardware, and the wiring and conduits through the garage to the parking space where the charger will be installed are the sole responsibility of the Owner.
6. In the event that the electric facility installed by the Owner interferes with or damages the Association's infrastructure in the garage, the Owner shall bear all costs associated with rectifying the interference or repairing the Association's infrastructure to the satisfaction of the Association.
7. As a condition of approval, the Owner will be required to sign a specific Use Agreement applicable to the separate electrical charging facility that Owner intends to install and use, which will be recorded against the Unit at the Owner's sole expense.
8. The Owner and each successive owner of the charger must at all times maintain a homeowner liability insurance policy providing for one million dollars (\$1,000,00) coverage under this policy includes liabilities resulting from the installation, use, existence, misuse, maintenance, repair, modification, replacement, or removal of the charger, and names the Association as an additional insured, with a right to notice of cancellation. Within 14 days of approval of the Owner's application, the Owner shall provide proof of such insurance, and shall provide updated certificates of insurance without interruption on an annual basis to show continuation of the required insurance.
9. All work performed for the installation, use, maintenance, repair, modification, replacement, or removal of the charger must be performed by a currently licensed and insured California electrical contractor. Prior to beginning work, (including installation, maintenance, repair, or removal work), the contractor must have on file with the Association proof of all insurance required by the Association, including but not limited to, workers compensation, and \$1,000,000 in liability coverage naming the Association as additional insured with a right to notice of cancellation. All such work must be approved by the Association. The Owner is solely responsible for any and all costs associated with the installation, use, maintenance, repair, modification, replacement, or removal of the charger.
10. At the sole discretion of the Association, the Owner shall be required to remove a portion of or all of the charger, wiring, conduits, panels, meters, transformers, and electrical other components directly related to the installation by the Owner of the charger, whether temporarily or permanently, if the above interfere with the inspection, operation, maintenance, repair, or replacement of the Association Property, Common Area, or any other portion of the community.

V. ARCHITECTURAL REVIEW

- A. Application for Approval: All applications (TWO COPIES) for any Improvements requiring approval by the Architectural Committee must be submitted in writing ("Submittal Package") to the General Manager.

- i. Delivery of Submittal Package: The Submittal Package and any re-submittals must be delivered in a manner where receipt for delivery can be obtained. This may include personal delivery, overnight courier or any method where the General Manager acknowledges receipt of the Submittal Package in writing. Send requests to:

Bayside Owners Association
Attention: Architectural Committee
1325 Pacific Highway
San Diego, CA 92101
(619) 238-4758

- B. Submittal Package Review Fees:

- i. Outside Consultant Fee: The Board, in its sole discretion, may also require an Owner to pay any fees, costs or expenses associated with the review and approval of the Owner's Plans and specifications by an Outside Consultant or any costs associated with the review of the Plans and specifications by an architect on the Architectural Committee, if any. Any structural improvements must be approved by a licensed architect, sound engineer and any other person reasonably required to evaluate the design.
- ii. Additional Fees: Additional fees may be imposed on Owners if determined necessary, based upon the complexity or scope of the Submittal Package and/or to retain consultants. If such fees are determined necessary, the Owner will be notified by the General Manager and will be required to submit the additional fee(s) within ten (10) days of the request.

- C. Management Review of Submittal Package: The General Manager shall, on behalf of the Architectural Committee, review the Submittal Package and Submittal Fee to ensure that it contains all of the information and fees required.

- i. Within ten (10) days, the General Manager will notify the Owner if any additional fees are due or if the Submittal Package is incomplete. Incomplete Submittal Packages will be returned to the Owner. When the Submittal Package is complete, the General Manager will forward the Submittal Package to the Architectural Committee.

- D. Architectural Committee Review of Submittal Package: The Architectural Committee will review the Submittal Package and will notify Management of its decision (written notification of approval, approval with conditions, or disapproval of the proposed modifications). Within forty five (45) days from the receipt of the Submittal Package, the General Manager will provide written notice of the Architectural Committee decision and will include one (1) set of the Submittal Package, appropriately marked with the Architectural Committee's action. Any failure to provide written notice within the timeframes set forth in these Guidelines does not result in automatic approval of plans. Written approval must be received before any work may begin on the proposed modifications.

- E. Disapproval by The Architectural Committee:

- i. If an Owner's Submittal Package is not approved, or returned as incomplete, the Owner may submit a revised Submittal Package, with a fee as determined by the Board. A substantially revised or delayed Submittal package will require an additional thirty (30) days for review.

- ii. If the Architectural Committee disapproves any application or approves any application with conditions, the Owner may appeal in writing to the Board within thirty (30) days following the disapproval decision. Within thirty (30) days following receipt of the written request for appeal, the Board shall render its written decision. The failure of the Board to render a decision within the thirty (30) day period shall be deemed a decision against the appellant. The decision of the Board shall be binding and final.
- F. Failure to Obtain Approval and Violation: Failure to obtain approval constitutes a violation of the Governing Documents and penalties and fines may apply. If any architectural change is made without the approval by the Architectural Committee or any violation of the Architectural Guidelines occurs, the Board or Architectural Committee shall deliver written notice of violation to the Owner. The violation notice shall specify a time period for compliance either by obtaining approval or by removal of the Improvement. The Owner shall, upon receipt of the violation notice, apply for approval or remove the non-conforming Improvement within the time period specified in the violation notice.
- G. Approval Expiration: Approval of an application expires six (6) months from the date of approval by the Architectural Committee or six (6) months after issuance of the appropriate permit by a governmental agency. If work does not commence within this six (6) month period then the approval is void.
- H. Inspection and Correction of Work
 - i. Right of Inspection During Course of Construction: Subject to H. ii., the Architectural Committee, Board or its duly authorized representative may enter into any Residential Unit during the course of construction or installation of any Improvements for the purpose of inspecting such construction and/or installation to determine whether it is performed in substantial compliance with the approved Submittal Package, the vendor's guidelines and with the Association Architectural Guidelines.
 - ii. The Architectural Committee or Board, or its duly authorized representative, may not enter into a Residential Unit without obtaining the prior permission of the Owner or Occupant of such Residential Unit; provided, however, that such permission shall not be unreasonably withheld and shall be given for entry by the Architectural Committee or Board during the daylight hours within forty-eight (48) hours of the request for entry.
 - iii. Notice of Completion: Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements as submitted to and approved by the Architectural Committee, the Owner shall give written notice of completion thereof to the Architectural Committee.
 - iv. Inspection: Within 30 days thereafter, the Board, the Architectural Committee, or its duly authorized representative, shall have the right to enter into a Residential Unit to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Submittal Package. If the Board or Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Submittal Package, it shall notify the Owner in writing of such non-compliance specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance within thirty (30) days of the date of such notification. If the Owner fails to remedy the non-compliance within this timeframe, the matter will be turned over to the Board in accordance with Section 9.9.4 of the Declaration.

VI. ARCHITECTURAL REVIEW SUBMITTAL REQUIREMENTS AND FORMS

SUBMITTAL PACKAGE TO ARCHITECTURAL COMMITTEE (except Flooring and Window Coverings Projects)

SUBMITTAL PACKAGE TO ARCHITECTURAL COMMITTEE (Hard Surface Flooring Projects Only)

SUBMITTAL PACKAGE TO ARCHITECTURAL COMMITTEE (Carpet Installation/Replacement Only)

SUBMITTAL PACKAGE TO ARCHITECTURAL COMMITTEE (Window Covering Projects Only)

SUBMITTAL OF USE AGREEMENT FOR ELECTRICAL VEHICLE CHARGING

SUBMITTAL PACKAGE TO ARCHITECTURAL COMMITTEE – DECISION

SATELLITE DISH AND ANTENNAE NOTIFICATION

IMPROVEMENT/MODIFICATION DESCRIPTION

VENDOR WORK PLAN

NEIGHBOR IMPACT STATEMENT

NOTICE OF COMPLETION

FINAL INSPECTION DECISION\



Marsh & McLennan Insurance Agency LLC
MarshMMA.com
CA Insurance Lic. 0H18131

BAYSIDE OWNERS ASSOCIATION
HOMEOWNERS ASSOCIATION INSURANCE DISCLOSURE

Pursuant to Civil Code Section 5320

- A. General Liability Policy
- | | |
|-------------------------|--|
| 1. Name of Insurer: | Firemans Fund Insurance Co |
| 2. Policy Number: | USC016603250 |
| 3. Policy Period: | 06/09/2025 – 06/09/2026 |
| 4. Limits of Liability: | \$2,000,000. General Aggregate
\$2,000,000. Products/Completed Ops Aggregate
\$1,000,000. Personal & Advertising Injury
\$1,000,000. Each Occurrence
\$ 5,000. Fire Damage Legal Liability
\$1,000,000. Non-Owned & Hired
Automobile Liability |
- B. Property Insurance Policy
- | | |
|--|----------------------------|
| 1. Name of Insurer: | Firemans Fund Insurance Co |
| 2. Policy Number: | USC016603250 |
| 3. Policy Period: | 06/09/2025 – 06/09/2026 |
| 4. Building Loss Limit Per Occurrence: | \$202,455,433 |
| 5. Property Deductible Per Occurrence: | \$ 50,000. |
- C. Crime - Fidelity Bond
- | | |
|-------------------------------|--|
| 1. Name of Insurer: | Manufacturers Alliance/Federal/Hanover |
| 2. Policy Number: | 4125010589739Y/G72584107004/BD3H784262 |
| 3. Policy Period: | 06/09/2025 – 06/09/2026 |
| 4. Limit: | \$10,000,000. |
| 5. Deductible Per Occurrence: | \$ 10,000. |
- D. Directors & Officers Liability
- | | |
|-------------------------|-------------------------------|
| 1. Name of Insurer: | Philadelphia |
| 2. Policy Number: | PCAP0075390818 |
| 3. Policy Period: | 06/09/2025 – 06/09/2026 |
| 4. Limits of Liability: | \$1,000,000. Annual Aggregate |
| 5. Deductible: | \$ 2,500. Per Claim |

E.	Umbrella Liability	
	1. Name of Insurer:	ACE Property & Casualty Ins Co
	2. Policy Number:	HLI24AG748854354
	3. Policy Period:	06/09/2025 – 06/09/2026
	4. Limits of Liability:	\$25,000,000. Per Occurrence \$25,000,000. Annual Aggregate

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

Bayside
CC5320 Summary
06/04/2025

This document is not intended to be taken as advice regarding any individual situation and should not be relied upon as such. Marsh & McLennan Agency LLC shall have no obligation to update this publication and shall have no liability to you or any other party arising out of this publication or any matter contained herein. Any statements concerning actuarial, tax, accounting or legal matters are based solely on our experience as consultants and are not to be relied upon as actuarial, accounting, tax or legal advice, for which you should consult your own professional advisors. Any modeling analytics or projections are subject to inherent uncertainty and the analysis could be materially affected if any underlying assumptions, conditions, information or factors are inaccurate or incomplete or should change. d/b/a in California as Marsh & McLennan Insurance Agency LLC; CA Insurance Lic: 0H18131. Copyright © 2021 Marsh & McLennan Agency LLC. All rights reserved. MarshMMA.com



Insurance Disclosure Form

Bayside Owners Association

Member Earthquake Insurance Program

Name of Insurer: Palomar Excess and Surplus Insurance Company
(Rated "A-" by AM Best)

Policy Period: 04/01/2025 - 04/01/2026

Policy Limit: Up to \$1,150,000 per participating unit owner

Policy Number(s): PMO-25-101561

Deductible: 5%

Enrollment Period: Current Association Members: 02/20/2026 – 03/27/2026 (est.)
NEW ASSOCIATION MEMBERS: Contact Motus directly to enroll (See Below)

MOTUS INSURANCE SERVICES

166 Mercer St, Suite 3F, New York, NY 10012 | Phone: (833) 668-8746
info@motusins.com | www.motusins.com | CA DOI License Number 0L79634

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

Federal Housing Administration Certification Disclosure

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

This information regarding the association's Federal Housing Administration certification status is as of November 12, 2025.

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

Veterans Affairs Certification Disclosure

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

This information regarding the association's Veterans Affairs certification status is as of November 12, 2025.

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



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

Billing Disclosure Form - *Provided as required by Section 4525**

Effective 7/3/2025

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

The seller may, in accordance with Section 4530 of the Civil Code, provide to the prospective purchaser, at no cost, current copies of any documents specified by Section 4525 that are in the possession of the seller. A seller may request to purchase some or all of these documents, but shall not be required to purchase all of the documents listed on this form.

Account Information:

Association:

Property Address:

Owner of Property:

Owner's Mailing Address:

Provider of §4525 Items:

Print Name:

Position/Title:

Date Completed:

Not Available (N/A), Not Applicable N/App), OR Directly Provided by Seller and confirmed in writing by Seller as a current document (DP)

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



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

Billing Disclosure Form - *Provided as required by Section 4525**

Effective 7/3/2025

Minutes of regular meetings of the board of directors conducted over the previous 12 months, if requested	Section 4525(a)(10)	\$120.00
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TOTAL FEES for these documents:

\$484.00 DO NOT PAY

*The Information provided in this form may not include all fees that may be imposed before the close of escrow. Additional fees that are not related to the requirements of Section 4525 may be charged separately. The documents listed on this form are the property of the Association, and not FirstService Residential. Please visit www.fsresidential.com/california, click Residents along the top of the page, then select "Escrow Services & Documents". Select List of Services on the right-hand side of the page to download a full list of fees and services.

Dispute Resolution Procedures: Alternative Dispute Resolution and Internal Dispute Resolution

ALTERNATIVE DISPUTE RESOLUTION

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

(b) "Enforcement action" means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this title.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents of a common interest development.

5930. (a) An association or an owner or a member of a common interest development may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in the Code of Civil.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

5935. (a) Any party to a dispute may initiate the process required by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

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

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

5940. (a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

5945. If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

5950. (a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions is satisfied:

(1) Alternative dispute resolution has been completed in compliance with this article.

(2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.

(3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the

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

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

(b) The costs of the alternative dispute resolution shall be borne by the parties.

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

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

"Failure of a member of the association to comply with the alternative dispute resolution requirements of the Civil Code may result in the loss of your right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

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

INTERNAL DISPUTE RESOLUTION

5915. Statutory Dispute Resolution Procedure

(a) This section applies in an association that does not otherwise provide a fair, reasonable, and expeditious dispute resolution procedure. The procedure provided in this section is fair, reasonable, and expeditious, within the meaning of this article.

(b) Either party to a dispute within the scope of this article may invoke the following procedure:

(1) The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.

(2) A member of an association may refuse a request to meet and confer. The association may not refuse a request to meet and confer.

(3) The association's board of directors shall designate a member of the board to meet and confer.

(4) The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The parties may be assisted by an attorney or another person at their own cost when conferring.

(5) A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the board designee on behalf of the association.

(c) A written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied:

(1) The agreement is not in conflict with law or the governing documents of the common interest development or association.

(2) The agreement is either consistent with the authority granted by the board of directors to its designee or the agreement is ratified by the board of directors.

(d) A member of the association may not be charged a fee to participate in the process.