EXHIBIT B
BAYSIDE LANDING OWNERS
ASSOCIATION SHORT-TERM RENTAL POLICY

I. INTRODUCTION

1. In accordance with Article IX, Section 9.7 of the Bylaws, the Board of Directors (the "Board") for Bayside Landing Owners Association (the "Association") has the power to establish rules and regulations for the Community. Pursuant to Section 6.2 of the CC&Rs the Board has the authority to draft rules to address and/or mitigate any impacts to the other Owners and residents in the Community caused by the short-term rentals.

2. As authorized by the Association's Governing Documents[1] and Coastal Commission Restrictions, Owners are permitted to allow occupancy of their Units to a non-Owner by reason of concession, permit, right of access, license, or rental, lease, or other written agreement as either a Short-Term Rental and/or a Long-Term Rental. "Short-Term Rental" shall be defined in accordance with the definition of transient occupancy under Section 3.24.020 of the Imperial Beach Municipal Code to mean to allow occupancy or Rent to a non-Owner a Unit for a period of thirty (30) calendar days or less. Rental of a Unit for a period of thirty-one (31) calendar days or more is a "Long-Term Rental."

3. In accordance with the adoption of this Short-Term Rental Policy (the "STR Policy"), the Board has made the following findings:

   (a) Guests, by definition, stay for limited periods of time, and are transient in nature.

   (b) Guests are typically vacationing in the Community and are less likely than Owners and Tenants to use the Association Property, including Common Area and Recreational Amenities, in a careful and thoughtful manner.

   (c) Such use of the Community, including the Common Area and Recreational Amenities, results in increased costs to the Association and increased involvement and oversight by the Association's managing agent.

   (d) The presence of guests is also more likely to expose the Association to additional liability and risks under the Association's insurance policies and, thus, are more likely
   increase the Association's insurance premiums.

   (e) Rules and regulations governing Owners' Short-Term Rental of Units are important in efforts to attempt to maintain the aesthetics of the Community, the efficient management of the Association budget, and the property value of all Owners' Units as well as deter vandalism and other acts that may injure persons or damage property in the Community.

   (f) Clarification of the acceptable terms under which Owners may operate their Units as Short-Term Rentals will assist in accomplishing the Association's goals and attending to the issues identified in this Section 3.

1 "Governing Documents" shall mean the CC&Rs, Bylaws, Articles of Incorporation, Rules and Regulations, Architectural Guidelines, and any other policy adopted by the Board, all as amended from time to time.

4. In light of these purposes and in compliance with the Association's Governing Documents and the Davis-Stirling Act, California Civil Code Sections 4000 et seq., and after careful consideration, the

Board has adopted this Short-Term Rental Policy, which, although a stand-alone policy for ease of reference, is incorporated into and part of the Association's Rules and Regulations.

5. Unless otherwise defined herein, capitalized terms have the same meaning assigned to them in the Amended and Restated Declaration of Restrictions for Bayside Landing (the "CC&Rs").

6. Please read this STR Policy carefully. Owners are each ultimately financially and legally responsible for their conduct as well as the conduct of any of their family members, Tenants, guests, contractors, or agents. "Tenant" shall be defined as any person who Rents a Unit for a period of thirty-one (31) calendar days or more, counting portions of calendar days as full days. Any person who visits the Community for any length of time, including any person who occupies a Unit as a Short-Term Rental for a period of thirty (30) calendar days or less, counting portions of calendar days as full days, is a guest.

II. GENERAL

1. The statements and requirements set forth above are incorporated herein.

2. Owners must notify the Association's managing agent by or before 5:00pm on January 10th of each calendar year of their intent to operate their Unit as a Short-Term Rental. Owners must submit by or before January 10th of each calendar year to the Association's managing agent the contact information in the event of an emergency or other event requiring immediate communication. If an Owner elects to use the assistance of a third-party, agent, or property manager to assist the Owner in operation of the Unit as a Short-Term Rental, the Owner provide that third-party, agent, or property manager's contact information and must authorize the Association to contact the third-party, agent, or property manager in the event of an emergency or other event requiring immediate communication with the Owner.

3. Owners shall also (i) annually notify the Association of their intent to rent on a short- term basis, (ii) annually submit to the Association a fee of $300 at the time the at Owners' notify the Association of its intention to rent on a short-term basis, and (iii) annually submit to the Association the name and contact information of a local contact, agent, or property manager (Owner's Representative). Owner authorizes the Association and Management Company to contact the Owner's Representative in the event of an emergency or other event requiring immediate action as a result of the Owner's short-term rental of the property.

4. Owners shall also (i) annually notify the Association of their intent to rent on a long- term basis, (ii) annually submit to the Association a fee of $300 at the time that Owners' notify the Association of its intention to rent on a long-term basis, and (iii) annually submit to the Association the name and contact information of a local contact, agent, or property manager (Owner's Representative). Long-term rental units must also register with the City of Imperial Beach and provide confirmation to Management.

5. The owner or agent shall ensure that the Owner's Representative is available by telephone through a local or toll-free number on a 24-hour basis to respond to calls regarding the condition and/or operation of the short-term rental unit. Failure to respond to calls in a timely and appropriate manner may result in a violation of this policy and a levy of a fine pursuant to this policy. For purposes of this section, responding in a timely and appropriate manner shall mean that a response to an initial call shall be made within one (1) hour of the time the call was made, and within twelve (12) hours of the initial call, corrective action shall be commenced to address any violation of the Governing Documents.

6. The owner or agent shall, upon notification that occupants and/or guests of his/her short-term rental have created unreasonable noise or disturbances, engaged in disorderly conduct or committed violations of the Governing Documents, Imperial Beach Municipal Code or any State law pertaining to noise, disorderly conduct, the consumption of alcohol or the use of illegal drugs, promptly use best efforts to prevent a recurrence of such conduct by occupants or guests. Even if addressed by the STR Unit Owner as required by the city permit requirements and the Short-Term Rental Policy to prevent reoccurrences, any such activity may constitute a nuisance or offensive activity and may subject the Owner to enforcement for violation of the CC&Rs that prohibit nuisances (6.5) or offensive activity (6.8).

7. Owners must leave a current copy of all Governing Documents, including this STR Policy in a conspicuous location within the Unit.

8. Besides the Governing Documents and this STR Policy, Owners must also comply with any applicable federal, state, and local laws and local ordinances related to or regulating Short-Term Rentals.

9. Only Owners may operate a Unit as a Short-Term Rental and, in no event, may a Tenant, Resident or other occupant of the Unit do so.

10. Guests who occupy a Unit as a Short-Term Rental must agree that they and all occupants of the Unit shall be bound by and shall comply with all provisions of the Governing Documents concerning the use and occupancy of the Unit and the Association Property, including Common Area and Recreational Amenities.

11. Guests who occupy a Unit as a Short-Term Rental must agree that they must control, and are financially and legally responsible for, the conduct of all occupants of the Unit and others visiting the Community in order to ensure compliance with the Governing Documents.

12. Applicants with delinquencies more than 45 days will not be considered for a permit renewal. Any unit with more than one documented occurrence of transients attempting to enter a private residence will be subject to physical check in only for the following registration year. In addition, this standardized set of “House Rules” must be placed in a conspicuous location within the Unit so that it is readily visible to all STR guests.

III. OWNER CHECK-IN REQUIREMENTS

1. To facilitate the check-in process, an Owner, or representative of Owner, must be either physically present at the Unit when guests arrive or check in guests virtually via a live camera system with cameras installed at both the front and rear entries to a Unit. Non-monitored self-check in is not permitted. If the Owner utilizes a video check- in process, no guest vehicle information will be required for vehicles parked in the Unit’s garage. Owners utilizing a video check-in process must be able to retain the video for a minimum of ten (10) days and agree to provide the Association with video clips upon reasonable request by the Association.

2. The vehicles driven by guests must be authorized under the CC&Rs in the event a guest brings a Prohibited Vehicle into the Community, the Owner must deny the guest access to and occupancy of the Unit until the guest ensures that the Prohibited Vehicle will not be brought to or parked in the Community.
The number of guests who will access and occupy the Unit must comply with all occupancy limits established by federal, state, and local law.

IV. INSURANCE REQUIREMENTS FOR SHORT-TERM RENTALS

Owners who operate their Units as Short-Term Rentals once or more per calendar year must obtain and provide proof of an insurance policy as follows:

1. The amount of coverage provided under the insurance policy must be a minimum of $10,000 per occurrence for property coverage and $300,000 per occurrence in liability coverage.

2. The insurance policy must specifically name “Bayside Landing Owners Association,” its directors, members, agents, and vendors as additional insureds.

3. Such must be renewed annually unless and until the Owner no longer operates the Unit as a Short-Term Rental.

4. Owners must provide the Association’s managing agent, a copy of the insurance required in this in this section.

5. The policy must require written notice to the Association of cancellation not later than thirty (30) days prior to such cancellation taking effect.

V. GUEST USE OF RECREATIONAL AMENITIES

Article II, Section 2.3 of the CC&Rs enables Owners to delegate their rights to enjoyment and use of Association Property and Recreational Amenities to Tenants or contract purchasers of their Unit. However, under the Governing Documents, Owners may not delegate their rights to enjoyment and use of Association Property, including Common Area and Recreational Amenities, to guests.

1. Owners who operate their Units as Short-Term Rentals will have their fobs deactivated upon approval of Short-Term rental applications to management as well as the parking management portal.

2. For ease of reference, Article I, Section 1.61 of the CC&Rs defines Recreational Amenities as including the pool, pool building with restrooms, spa, tot lot, barbeque area, seating and dining area, and bicycle storage areas and any bicycle rental program operated by the Association.

VI. GUEST PARKING AND GARAGE USE

1. Guests occupying a Unit under a short-term rental agreement must park their vehicles in a Unit’s garage. Vehicles of guests who are occupying a Unit for less than thirty (30) days are exempt from any requirements to register such vehicles and provide vehicle descriptions, license plates and VIN so long as such vehicles are parked in a garage so long as the Unit Owner utilizes a video check which maintains the video for a period of at least ten (10) days and the Owner agrees to make such clips available to the Association upon request.

2. Tenants and guests who occupy Units within the Community as a Short-Term Rental are prohibited from parking in the guest parking spaces.
3. Parking spaces in the Community marked for “guests” are reserved for use solely by persons visiting the Community for a period of forty-eight (48) hours or less and who are not occupying a Unit subject to any Short-Term Rental Agreement.

4. There are ten (10) parking spaces depicted on Exhibit "C" to the CC&Rs (as required by the Governmental Approvals, the California Coastal Commission, and the City of Imperial Beach) to be reserved for non-guest, public parking members of the public at large. These public parking spaces may not be used by Owner nor an Owner’s family members, Tenants, guests, licensees, employees, contractors, or agents.

5. In accordance with parking restrictions in the Rules and Regulations, use of any garage for storage, residential occupancy, or recreational activity is prohibited. The garage must be maintained in a manner that does not obstruct parking and shall be available for parking for the number of vehicles for which it was intended. Guests may not keep, store, or park any Prohibited Vehicles, including, but not limited to, a dune buggy, boat, trailer, recreational vehicle, camper, mobile home, or motor home within the Community, including, but not limited to, Association Property, Common Area, Guest Parking Spaces, public parking spaces, streets, or garages.

VII. FINE SCHEDULE

1. Any violation of the provisions of this STR Policy is considered an egregious breach of the Governing Documents.

2. The fine schedule set forth herein shall control any violations of this STR Policy, notwithstanding any other provision of the Governing Documents.

3. In developing the fine schedule for violations of this STR Policy, the Board considered that Owners may receive significant sums of money for operation of a Unit as a Short- Term Rental, especially as compared to a Long-Term Rental.

4. As stated in the findings stated in this STR Policy in Section I (3) above, guests have historically demonstrated significantly more wear and tear on the Community, increased likelihood of violating the Governing Documents, and greater need for involvement and oversight by the Association's management agent.

5. Thus, in recognition of these facts, together with the Association's strong desire to preserve the aesthetic condition of the Community and property value of each of the Owners' Units, and as a disincentive against violations of this STR Policy, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of this STR Policy as follows:

Violation	**Fine Amount**
First violation of any kind	$500
Second violation of the same or similar kind within a 12-month period	$750
Third and subsequent violation of the same or similar kind within a 1 2-month period	$1,000
*Each night of Short-Term Rental in violation of this Policy shall constitute a separate violation, per occurrence.	

6. Any fine imposed under this STR Policy shall be in addition to any assessment levied to reimburse the Association for expenses and costs.

7. All fines, including special assessments representing the attorneys' fees and costs incurred by the Association in enforcing the Governing Documents, shall be a charge against the Owner of the Unit. Any and all fines shall be assessed to the Owner's account for the Association.

8. The Association reserves the right to immediately use any available legal remedy available to enforce the Governing Documents including this Short-Term Rental Policy against an Owner, which

may include, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief, declaratory relief or other legal action pursuant to the terms of the Declaration and as allowed by law.

BAYSIDE LANDING OWNERS ASSOCIATION
VIOLATION COMPLAINT REPORT

Name: _____

Address: _____

Daytime Phone Number: _____

DETAILED DESCRIPTION OF INCIDENT (Please give as much information as possible such as date, time, name and address of person(s) involved, damage, location, license # or anything else which may be pertinent):

_____
_____
_____

If possible, give name and phone number of any potential witness:

1. _____

2. _____

Were any photographs taken? Yes _____ No _____ By whom? _____
Attach all photographs to this form or forward to the Association as soon as possible. Include photographer's name and date photographs were taken, and the names of any individuals present.

I HAVE MADE THE ABOVE STATEMENTS BASED ON MY PERSONAL KNOWLEDGE AND NOT UPON WHAT HAS BEEN TOLD TO ME. I WILL COOPERATE WITH THE ASSOCIATION AND ITS ATTORNEYS TO PROVIDE ADDITIONAL STATEMENTS OR AFFIDAVITS, AND IN THE EVENT A HEARING OR TRIAL IS NECESSARY, I WILL APPEAR TO TESTIFY AS A WITNESS.

Signature _____ Date Signed _____

Bayside Landing Owners Association
c/o Action Property Management
750 B Street, Suite 2860
San Diego, CA 92101
Phone – (800) 400-2284

BAYSIDE LANDING OWNERS ASSOCIATION
RESIDENT REGISTRATION FORM

*Owners are required to complete and return this form within **FIFTEEN (15) days** of receipt and to update the form within **TEN (10) days** following a change of occupancy. Please understand that this information is necessary in the event of an*

emergency involving your unit. **OWNER INFORMATION**

DATE: _____ UNIT ADDRESS: _____

OWNER MAILING ADDRESS: _____

(if different than ~~property address):~~ _____

1. OWNER NAME: **2. OWNER NAME:**

(email 1):_____(cell 1) _____

(email2): _____ (cell2) _____

Is this your primary residence? Yes No If No, please complete the Tenant Information Section.

TENANT INFORMATION

*Please provide **all** requested information for those who live at the property address. Attach additional sheets if necessary. If unit is occupied by someone other than the owner(s), please list:

TENANT 1 NAME: **TENANT 1 NAME:**

(email 1):_____(cell 1) _____

(email2): _____ (cell2) _____

EMERGENCY CONTACT INFORMATION

Indicate the person to contact in the event of an emergency:_____

NAME: _____ RELATIONSHIP: _____
(email): _____cell: _____

Please list any other people who have access to your home ***(e.g., rental agent, manager or other local party)***:

Name:_____cell:_____email:_____

RESIDENT VEHICLE INFORMATION - Please provide **all** requested information for vehicles of those who live at the property address. Attach additional sheets if necessary.

Make/Model	**Color**	**License No.**	**Registered Owner**
1.			
1.			
2.			

OWNER/RESIDENT SIGNATURE: **DATE:**

Please complete all the information on this form and return it to the community manager via email.

BAYSIDE LANDING OWNERS ASSOCIATION
POOL RULES

1. The swimming pool is open from 7 a.m. to 10 p.m., except for scheduled maintenance. Hours of operation are subject to change by the Board. Additional rules may be posted in the pool area and must be observed.

2. **THERE IS NO LIFEGUARD ON DUTY**. The Association does not employ lifeguards. All persons using the swimming pool do so at their own risk, responsibility and liability. The Association is not liable for injury or harm caused to any person while using any pool.

3. **SAFETY EQUIPMENT HAS BEEN PROVIDED FOR EMERGENCY USE ONLY**. Emergency lifesaving equipment may not be moved or relocated from its mounted positions.

4. Appropriate swimming attire is required at all times. Any person who is incontinent or not fully potty trained must wear appropriate waterproof clothing when entering or being carried into the pool.

5. All Residents under twelve (12) years old must be accompanied and supervised by a responsible person at least eighteen (18) years of age capable of using the life preserver and Life Hook in case of an emergency. All non-Residents or guests must be accompanied by the owner of the unit capable of using the life preserver and Life Hook in case of emergency.

6. Persons 5 years old and under may not utilize the hot tub/spa, even with adult supervision. Persons between the ages of 6 and 12 years old must be supervised by a responsible person at least eighteen (18) years of age while using the hot tub/spa.

7. The maximum number of guests allowed per household is 4 and all guests must be accompanied at all times by the residents while in the pool area.

8. Using the swimming pool with open cuts, wounds, rashes, or communicable diseases that may affect others, including, but not limited to any skin disease, sore or inflamed eyes, nasal or eye discharge is prohibited.

9. Intoxicated persons or persons under the influence of narcotics, drugs, or medication that adversely affects a person's motor skills are prohibited from using or being in close proximity to the pool.

10. Adjustment of any control regulating the pool, lights or other common service is PROHIBITED.

11. All persons must leave the swimming pool area if maintenance crew request the area be temporarily vacated for cleaning and/or service.

12. The pool area is to be entered through the gates only. Climbing over a fence to enter or exit the pool area is prohibited.

13. The Association reserves the right to limit, on a reasonable basis, the number of people using the swimming pool at any given time. Individuals or groups must not occupy the pool to the effective exclusion of others. Exclusive use reservations are not permitted in any Community Amenity.

14. Anyone not abiding by the posted rules may be asked to leave the pool area by any member of the Association or the Management Company.

15. Wheeled apparatus or vehicles, including, without limitation, skateboards, rollerblades, roller-skates or bicycles are not allowed in the swimming pool area at any time.

16. No glass, breakable containers or sharp objects are permitted. If glass or sharp objects are brought to the pool area and it causes an accident, the responsible Owner will be liable for the cost of any resulting damage or injury, including but not limited to the draining of all water in the pool and/or spa, cleaning and refilling of the pool/spa.

17. No surfboards or boogie boards will be permitted in the pool. No tennis balls, baseballs, footballs, basketballs, Frisbees, cans, foreign objects, foreign substances (bubble bath, soap, beverages, etc.) or pool furniture are to be thrown into or around the pool.

18. Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool area is prohibited. Aggressive/boisterous activity in the tot-lot playground is prohibited. Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool area, including the tot-lot playground is prohibited.

19. Except for service or assistance animals, pets are prohibited in the swimming pool area.

20. Gates are to remain closed and locked at all times. The lending of access keys to non-residents for use of the pool or BBQ's is prohibited. Opening pool gate for someone outside of your household or accompanied guest will result in immediate hearing and subject to fine or forfeiture of privileges.

21. Recreational Facilities are reserved for full-time Residents of the Community and their guests. Owners who have rented or leased their unit are not entitled to use the recreational facilities. Residents must accompany their guests at all times when using the recreational facilities.

22. The Association may require Residents to check-in and provide identification to be allowed use of the Recreational Facilities. Owners and Tenants who have been identified to the Association by Owners as Tenants, shall be allowed to use the Recreational Facilities and must be present at the Recreational Facilities in order for their guests to use the Recreational Facilities. Guests are not allowed to remain at the Recreational Facilities unaccompanied by an Owner or Tenant.