

BAYSIDE LANDING OWNERS ASSOCIATION RULES AND REGULATIONS

I. INTRODUCTION

Bayside Landing ("**Community**") is a community that is currently planned to contain up to one hundred eighty-seven (187) Condominiums. One hundred eighty-four (184) Condominiums will include Attached Units and are planned to be located within a triplex, four-plex, five-plex or seven-plex building. Beazer Homes Holdings, LLC, a Delaware limited liability company ("**Declarant**") currently intends to construct thirty-seven (37) Buildings. The Community is planned to include three (3) Condominiums with Detached Units. Because community living relies on the mutual cooperation of all to be successful, Bayside Landing Owners Association ("**Association**") created these rules and regulations ("**Rules and Regulations**"). Inside you'll find practical rules, regulations and guidelines that are intended to help foster a harmonious, enjoyable and safe environment for all Residents of Bayside Landing. These Rules and Regulations contain basic guidelines that, if observed, help ensure that the grounds of Bayside Landing remain in good condition and that neighbors treat each other with respect and consideration. **Capitalized terms not otherwise defined herein shall have the meanings given them in the Declaration.**

These Rules and Regulations are subject to the Amended & Restated Declaration of Restrictions for Bayside Landing recorded on May 18, 2017 as Instrument No. 2017-0224809, of Official Records in San Diego County, as may be amended ("**Declaration**"), Articles of Incorporation of Bayside Landing Owners Association ("**Articles**"), Bylaws of Bayside Landing Owners Association ("**Bylaws**") and any supplemental declarations or notices of annexation ("**Supplemental Declarations**"), if applicable (collectively the "**Governing Documents**"). The Board of Directors of the Association ("**Board**") has the power to revise these rules, regulations, and any guidelines, policies and procedures set forth in these Rules and Regulations from time to time. If you would like to contribute suggestions for these Rules and Regulations, please submit them to the Management Company for consideration by the Board.

The Board has adopted these Rules and Regulations in addition to the provisions of the Governing Documents. In the event of any conflict between these Rules and Regulations and the Governing Documents, the provisions of the Governing Documents (whichever applies) shall prevail.

These Rules and Regulations constitute the ("**Association Rules**") contemplated by the Declaration. All Owners, Residents (Defined as Owners and Tenants) and their guests are required to follow these Rules and Regulations for the good of the Community and its well-being of its Residents.

Please read these Rules and Regulations carefully, and be sure your family, Tenants (defined below), and guests fully understand and follow the rules, regulations and guidelines set forth below. If you have questions, please contact the Management Company.

As you read through these Rules and Regulations, you will encounter initially capitalized terms. Except as otherwise defined in these Rules and Regulations or as the context otherwise requires, these initially capitalized terms have the same meanings given them in the Declaration.

II. BAYSIDE LANDING OWNERS ASSOCIATION

The Association establishes and enforces these Rules and Regulations and the Architectural Guidelines, manages the financial affairs of the Association, and oversees the operation and maintenance of certain areas within Community described as Association Property ("**Association Property**") as defined in the Declaration. Those areas generally consist of areas and facilities within the Community for the common use and benefit of the Owners within the Community. In each of these areas, a professional management company ("**Management Company**") assists the Association, the Board and various board appointed committees. The Management Company designated by your Board is:

Bayside Landing Owners Association
Vintage Group
24422 Avenida De La Carlota, Ste 450
Laguna Hills, CA 92653
Website – www.vintagegroupre.com
Phone - 855-403-3852
Fax – 800-996-3051

The Board governs the Association, and meets regularly to make decisions pertaining to those matters for which the Association is responsible. Owners will be notified of the date, time and location of all meetings of the Members and the Board. If you are interested in becoming involved in the Association, please contact the Management Company.

Residents of Bayside Landing are encouraged to work together to build a harmonious community. If any disputes between individual Owners should arise, the parties are encouraged to try to resolve them on their own.

To report problems related to the Association Property (such as streets, parking, recreational amenities, walls and fences, bike path, sewer, landscaping, etc.), please contact the Management Company.

III. COMMUNICATION AND VOLUNTARY COOPERATION

To facilitate harmony within Bayside Landing, all Residents, Tenants and guests to the Community must comply with the rules and guidelines set forth in these Rules and Regulations and the Governing Documents. If you believe that a rule or restriction is unfair, you may try to change it by serving on the Board, participating in a committee, etc.

The Association welcomes communication from its Members. Please feel free to call or write to the Management Company (the Association's liaison) to discuss any questions or issues.

IV. MAINTENANCE AND INSPECTION OBLIGATIONS

Both Owners and the Association have maintenance and inspection obligations. Owners should consult the Declaration, any Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations for specific maintenance requirements. As set forth in the Declaration, a portion of the Owners' maintenance and inspection obligations require Owners to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Units.

Similarly, specific maintenance and inspection requirements for the Association may be set forth in a Maintenance Manual, applicable warranties and other manufacturers' maintenance schedules and recommendations. The Association is also required to implement commonly accepted maintenance practices to prolong the life of the materials and construction of the Association Property and other areas as specified in the Declaration.

V. SEVERABILITY

If any of the provisions of these Rules and Regulations are held to be invalid, the remainder of the provisions shall remain in full force and effect.

VI. ENFORCEMENT OF GOVERNING DOCUMENTS

If there is a violation of the Association's Governing Documents, including these Rules and Regulations, then a Member may submit a Violation Complaint Report to the Management Company. A copy of the

form is attached to these Rules and Regulations. No Member complaint can be acted upon by the Board unless there is supporting documentation, i.e., the written complaint. In an emergency situation or under extenuating circumstances, however, the Management Company, in its sole discretion, may choose to act on a complaint that is not in writing, and create its own written record of the situation.

VII. GENERAL RULES FOR ASSOCIATION PROPERTY

The following are general guidelines with which you, your family members, Tenants, guests, licensees, employees, contractors, and agents must comply at Bayside Landing:

1. **Damage Caused by Owner.** Owners will be financially and legally responsible for and bear all costs of repairs and/or replacement for any damage to Association Property in accordance with the Declaration, if it is determined that the damage was caused by the Owner, family members, Tenants, guests, licensees, employees, contractors, or agents.
2. **No Obstruction.** Obstruction of the Association Property throughout the Community is not permitted. No one may store anything in the Association Property. The Association will not be responsible for any damage to, or loss of, any personal property left in any Association Property.
3. **Waste.** All trash and waste must be disposed of properly.

VIII. CONDUCT AFFECTING INSURANCE

Please refer to that Article of the Declaration entitled “***Insurance***” for additional information regarding Association and Owner insurance requirements. If you have further questions, please contact the Management Company. An Owner shall be responsible to reimburse the Association should the Owner’s actions or failure to perform his or her obligations hereunder cause any increase in the Association’s insurance premiums.

IX. USE RESTRICTIONS

1. **Residential Use.** The Units shall be used for residential purposes only. Please refer to that Article of the Declaration entitled “***Use of Condominiums and Association Property***” for more information regarding residential use restrictions.
2. **Alarms.** Any alarm installed in a residence shall be the type of alarm that is monitored by a certified alarm company.
3. **Basketball Standards.** No basketball standard or fixed sports apparatus shall be attached to any Unit or placed anywhere in the Association Property pursuant to that Section of the Declaration entitled “***Limitation on Exterior Improvements***”. Portable basketball standards shall not block traffic or be used near vehicles and must be moved in the interior of the garage by 9:00 p.m.

X. ANIMALS

1. **Governmental Regulations.** All Owners must comply with the laws and regulations of the City of Imperial Beach, California (“***City***”) and the County of San Diego, California (“***County***”) regarding control and health of pets. All dogs and cats shall have a current license and identification tag. Loose, unattended dogs, cats or other animals without an identification tag may be reported to the local Animal Control for pickup.

2. **Number and Types of Animals.** That Section of the Declaration entitled “***Animals***” contains provisions regarding the number and types of animals that may be kept within the Community.
3. **Pets in the Association Property.** Pets are allowed in the Association Property only if they are at all times on a leash. Pets must be under the owner’s control when outside of the Unit or fenced side yard areas. Pet owners are responsible for any damage to person or property caused by their pets.
4. **Cleaning Up After Your Pet.** Fecal waste deposits made by pets on any Association Property must be promptly cleaned up by the owner of the pet. Waste must be put in a tightly sealed plastic bag before disposal. The pet owner, at his or her sole cost and expense, shall repair any damage caused by the owner’s pet, including without limitation damage to carpet, stained stucco, and claw marks on Association Property improvements.
5. **Disturbance from Pets.** Barking dogs left in an Exclusive Use Area will not be tolerated. Any pet that makes noise disturbing to a neighbor must be confined within its Owner’s residence in a place from which such noise cannot be overheard. Residents who are disturbed by an animal are urged to first contact their neighbor and if unsuccessful, to contact the Association in writing with a formal complaint and to contact the City of Chula Vista’s Animal Shelter at (619) 691-5123. The City of Imperial Beach is currently without the full time services of an Animal Control Officer (ACO) and currently contracts with the City of Chula Vista’s Animal Shelter Program for animal control services.
6. **Liability.** Each person bringing or keeping a pet within the Community shall be fully liable to other Residents and their guests for any damage to persons or property caused by any pet brought upon or kept upon the Community by such person or by members of his/her family or guests.
7. **Outdoor Animal Structures.** Structures for the housing or confinement of any bird or other animal that will be located outside require architectural approval in accordance with the process described in the Architectural Guidelines.
8. **Human Assistance Animals.** Human assistance animals, e.g., Seeing Eye dogs, are exempt from rules that interfere with their duties. Notice of any exemption claimed by a resident should be sent in writing to the Board in a timely manner.

XI. GARAGES AND PARKING AND VEHICLE REGULATIONS

1. **Declaration.** That Section of the Declaration entitled “***Parking***” contains vehicle, garage and parking restrictions. A summary of the pertinent terms in said Section is stated below. Owners are required to comply with all parking and garage use restrictions set forth herein and the Declaration.
 - (a) There are 10 parking spaces depicted on Exhibit "C" to the Declaration (as required by the Governmental Approvals, the California Coastal Commission and the City) 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.
 - (b) No Owner in the Community shall park, store or keep any vehicle on his/her Home, except wholly within the garage. No such vehicle shall encroach within any sidewalk or any portion of the Streets. Parking in the driveway must be in compliance with all applicable Governmental Approvals and requirements of the Fire Marshall.
 - (c) No Owner in the Community shall park his/her vehicle in any parking spaces designated and labeled as "Guest Parking Space". The Guest Parking Spaces are for guest parking only. The Community currently has a total of 24 guest parking spaces.

(d) No dune buggy, boat, trailer, or recreational vehicle, mobile home, motor home, van which weighs more than 10,000 pounds, camper shell (whether detached from a vehicle or mounted on a vehicle), nor truck (i) which is larger than one (1) ton capacity or (ii) has a mounted camper shell which protrudes from the truck from either side or beyond the rear gate or above the cab ceiling, may be parked anywhere in the Community unless the Association expressly allows otherwise.

(e) Each Owner shall have the right to use any garage portion of the Owner's Home for parking of automotive vehicle(s) (including cars, passenger vans and trucks) and in the storage of non-hazardous materials and sanitary containers. Garages shall not be converted to any use which prevents its use for vehicular parking of the number of vehicles for which the garage was designed. Each Owner shall at all times keep and maintain in good working condition the automatic garage opener servicing the garage.

(f) No Owner shall conduct major repairs, painting or major restorations of any motor vehicle of any kind whatsoever within his/her garage, Home, or elsewhere in the Community, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle to a proper repair facility.

(g) No car, tent, shack, shed trailer, camper, motor home, boat or structure of any kind shall be used as a Home or dwelling.

2. **Additional Parking Rules.** The rules set forth herein are in addition to the restrictions set forth in the Declaration. Each Owner is responsible for advising the Owner's family members, Tenants, guests, licensees, employees, contractors, or agents of the parking regulations.

(a) **Coastal Development Attributes.** The California Coastal Commission strives to not restrict public access to coastal amenities. The California Coastal Commission's permit requirements for the design of the Community required open public access, public-only parking and no restrictions for public ingress and egress throughout the Community. As a result, the Community will be subject to members of the public having pedestrian, bicycle and vehicular access throughout the Community.

(b) **Regulation by the Association.** The Association shall be responsible for actively administering, monitoring, and enforcing all of the parking policies set forth herein. The Association shall be required to: (i) ensure sufficient funding for the implementation and enforcement of these parking regulations; (ii) use best efforts to keep accurate records of all occupant and vehicle registration information; (iii) maintain signage indicating that public parking is available on the Streets within the Community pursuant to that Subsection of the Declaration titled "***Public Parking on Streets***"; (iv) implement and enforce the parking restrictions for the Public Parking Spaces and Guest Parking Spaces within the Community; (v) monitor the availability of the Public Parking Spaces and Guest Parking Spaces within the Community; (vi) contact local enforcement regarding infractions or need for towing; and (vii) provide the City with all parking information and records necessary to verify the Association's continued monitoring of all parking within the Community, upon request by the City. All rights and obligations of the Association set forth herein may be carried out by the Management Company authorized by the Association.

(c) **No Parking in Fire Lanes.** Pursuant to requirements of the City's fire department and of the San Diego County Sheriff's Department ("***Sheriff's Department***"), parking is prohibited in the fire lanes located in the Community. Signage identifying the location of the fire lanes will be posted throughout the Community. A site plan depicting the proposed fire lane locations in the Community is attached hereto as **Exhibit "A"** and incorporated by reference. Violators that park within designated fire lanes will be cited and towed by the police or Sheriff's Department and will be in violation of these Rules and Regulations. **To comply with current requirements of the City's fire department, the curbs within the fire lanes must not be painted red.** Owner must identify the fire lane areas in the Community by the "Fire Lane" signage posted in the Community.

(d) **Garages.** Garage doors are to be kept closed except when vehicles are entering or exiting the garage. Any windows on the garage doors must be maintained as a window so the Association can inspect and monitor parking within the garage. NO PARKING IS ALLOWED IN FRONT OF ANY GARAGE AT ANY TIME EXCEPT FOR IN THE DRIVEWAY OF ANY DETACHED UNIT, SUBJECT TO COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL APPROVALS AND REQUIREMENTS OF THE FIRE MARSHALL. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY VEHICLE PARKED IN FRONT OF A GARAGE IN VIOLATION OF THE TERMS HEREIN MAY BE TOWED IMMEDIATELY WITHOUT WRITTEN NOTICE TO THE OWNER.

(e) **Vehicle Registration.** Every Owner/Occupant is required to register ALL vehicles with the Association. Any changes to Owner's vehicle(s) such as a new vehicle or a new license plate must be reported to the Association within seventy-two (72) hours. Owners who operate their Unit as either a Long-Term are responsible for notifying the Association of every occupant's vehicle information. Owners must comply with any procedures established by any patrol company, which may be retained by the Management Company, to assist with maintaining accurate records on all occupant and vehicle registration information. Such compliance may include, without limitation, adhering to any type of "Safelist" online vehicle registration program.

i. **Guest Parking Spaces.** No vehicle may be parked in a Guest Parking Space for a continuous period of longer than 48 hours. **TENANTS (DEFINED BELOW) AND GUESTS WHO OCCUPY UNITS WITHIN THE COMMUNITY SUBJECT TO A SHORT-TERM RENTAL AGREEMENT ARE PROHIBITED FROM PARKING IN THE GUEST PARKING SPACES.**

(f) **Vehicle Maintenance.** All authorized vehicles and motorcycles within the Community must be operable and possess a current license and registration.

(g) **Noise.** No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

(h) **Speed and Lights.** All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in the Community.

(i) **Oil Leaks.** Excessive oil leaks and stains caused by a user's vehicle within the Association Property will be subject to fines and/or the cost of cleanup and repairs. Preventative maintenance of your vehicle will help to alleviate this issue.

(j) **Car Alarms.** Should a car alarm continue to go off, the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb Residents of the Community.

(k) **Vehicle Violations and Towing.** Violators of these parking rules will be given one (1) warning notice that will be posted to their vehicle. The vehicle must be moved with a twelve (12) hour period of receiving the notice. A one hundred dollar (\$100.00) fine will be assessed for a second (2nd) occurrence violation. Vehicles will be towed at the Owner's expense for a third (3rd) occurrence violation. The Association is not responsible for any damages that may occur if a vehicle is towed. Notwithstanding the procedures set forth herein, to the fullest extent permissible by law, the Association has the right to have any vehicle in violation of these parking rules towed at the owner's expense without a warning notice, if deemed necessary by the Association under the circumstances.

XII. ODOROUS MATTER, OFFENSIVE CONDUCT & NUISANCES

No person shall discharge into the Community's sewer system or storm drain any toxic or noxious matter in such concentrations as to be detrimental to or endanger the public health, safety, welfare, violate any law, subject any Owner to liability under state and federal law for any clean-up or cause injury or damage to neighboring property or business elsewhere in the Community.

XIII. HOLIDAY DECORATIONS

1. **Acceptable Timeframe.** The acceptable timeframe for winter holiday decorations is from the day after Thanksgiving until January 10th. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday, and must be removed within ten (10) days after the holiday.
2. **Location.** No Owner may place holiday decorations within the Association Property.
3. **Lights.** All holiday lighting must have a "UL" or comparable rating. Outdoor lights must be designed for outdoor use. Please ensure that lights do not disturb other Owners.

XIV. RENTAL OF UNITS

Subject to the restrictions set forth in that Section of the Declaration entitled "***Lease of Condominiums***", any contractual agreement between an original Owner and the original developer of the Community, and Applicable Laws, an Owner shall be entitled to Rent the Owner's Unit. The Owner is financially and legally responsible for all actions of any Tenant or guest and subject to the following guidelines as well as those set forth in the Short-Term Rental Policy attached hereto as Exhibit "B" and incorporated herein.

"Rent" shall be defined as allowing occupancy of a Unit to a non-Owner by reason of concession, permit, right of access, license, or rental, lease, or other written agreement.

"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."

"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. Owners shall provide Association with the names of all Tenants who may be provided access to the Residential Facilities.

1. **Management Company Notification.** Any Owner who Rents a Unit to a Tenant shall submit names and contact numbers for themselves and their Tenants to the Association's Management Company within seven (7) days of execution of the written agreement for Long-Term Rental and prior to any Tenants' occupancy, whichever occurs first. Owners must provide the Association's Management Company, within seven (7) calendar days of any request, a copy of the written agreement for Short-Term Rental of a Unit.
3. **Written Lease or Rental Agreement.** Any lease or rental agreement shall be in writing, shall provide that the Long-Term Rental is subject to the Governing Documents and shall provide that any failure to comply with any provision of the Governing Documents shall be a default under the terms of the lease or rental agreement. A copy of the Governing Documents, including these Rules and Regulations and the Architectural Guidelines shall be provided by the Owner to each Tenant. Owner shall, at

all times, be financially and legally responsible for their Tenants' compliance with all of the provisions of the Governing Documents pursuant to the occupancy and use of the Unit.

Short-Term Rentals. Please refer to and comply with the rules and regulations set forth in the Short-Term Rental Guest Policy attached hereto as Exhibit "B" and incorporated herein.

XV. SIGNS

Owners displaying signs within the Community are subject to the restrictions set forth in that Section of the Declaration entitled "***Sign Control***" and the Architectural Guidelines and any current applicable governmental regulations, statutes and laws. Additionally, only one (1) sign advertising a residence for sale or lease must not be larger than eighteen inches (18") by thirty inches (30") in size. "SOLD" signs may not be displayed for more than thirty (30) days after the close of escrow of a home. Security signs shall be no larger than 12"x12" (one foot square) and a maximum of one (1) such sign shall be permitted in the entry way area.

XVI. TRASH DISPOSAL

Trash, garbage or other waste shall be kept only in approved properly closed sanitary containers. No trash or debris is to be left in any area that is visible to others, such as walkways or Association Property, except when garbage cans are set out for garbage collection. Owners shall comply with the City's solid waste and recycling program for the Community. No Owner shall permit or cause any trash or refuse to be kept on any portion of the Community other than in the receptacles customarily used for it, which shall be stored within garages or side yards, except on the scheduled day for trash pickup. On scheduled trash pickup days, containers and when permitted, bulky items, shall be placed in designated areas. Containers shall be placed in designated areas no earlier than 6:00 p.m. on the day before trash pickup is scheduled. Containers must be returned to garages by 11:00 p.m. on the day trash pickup is scheduled. Owners shall be subject to fines imposed by the City for failing to comply with guidelines regulating the times during which containers may be placed in designated areas.

XVII. ATTACHED UNIT USE RESTRICTIONS

Certain use restrictions in that certain Article of the Declaration entitled "***Use of Attached Units***" apply only to the Attached Units. Owners of Attached Units should familiarize themselves with these use restrictions. Specifically, that Section of the Declaration entitled "***Use of Exclusive Use Areas***" limits storage and the use of potted plants on the Exclusive Use Areas. Owners of Attached Units must cooperate with the Association by providing access through the Owner's Attached Unit, if required, for the Association to maintain window flashing and water proofing pursuant to the terms of the Declaration.

XVIII. COMMUNITY GUIDELINES BASICS

Always be considerate of your neighbors. Know that the intent of the Association is to operate, manage and maintain the value of the Community for the enjoyment of all.

Remember that if you want to make any modifications or changes to your Unit, you must contact the Management Company for Architectural Guidelines and the forms that must be submitted to the Board (or the Architectural Committee if one has been formed) and written approval obtained before undertaking any modifications.

XIX. PROCEDURES FOR ENFORCEMENT OF THE RULES AND REGULATIONS

The Board is authorized to impose monetary penalties and to temporarily suspend certain membership privileges and impose other appropriate discipline for failure to comply with the Governing Documents,

Rules and Regulations or Architectural Guidelines. Enforcement of the Governing Documents depends on the participation and cooperation of all Owners, lessees and guests of the Owners.

1. **Reporting of Violations.**

(a) **Reporting Violations.** Violations may come to the attention of the Association through written complaints by Owners or through visual observations by one or more Board members or by the Management Company.

(b) **Written Complaints.** All complaints must be submitted in writing to the Board, in care of the Management Company, with the complainant's name, address and telephone number, in order for action to be taken regarding an alleged violation. Each complaint must cite the name, date, time and nature of the violation and provide a factual statement supporting the charges of the alleged violation.

(c) **Held in Confidence.** Complaints will be held in confidence to the extent permissible by law; however, if requested by the Board, it is the responsibility of the person filing the complaint to appear before the Board of Directors to be heard regarding the alleged violation.

2. **Violation Notification.**

(a) **Courtesy Notice.** Upon observation of a violation or receipt of a written complaint, the Board in its discretion may direct the Management Company to send a violation letter. The Management Company will send a written "friendly reminder" (the "**Courtesy Notice**") to the offending Owner of record at the address appearing in the records of the Association and, if the residence is rented, to the Tenant. The Courtesy Notice will describe the general nature of the alleged violation and request correction of the violation by a stated date. The Association is not obligated to provide a Courtesy Notice to the Owner of his or her Tenant. Whether a Courtesy Notice is sent is discretionary and not a prerequisite to a hearing or fine being imposed.

(b) **Violation Notice and Notice of Hearing.** Upon observation of a violation or receipt of a written complaint, the Board may direct the Management Company to send a formal written notice of hearing to the Owner scheduling a Board hearing on the violation and advising the Owner that monetary fines and penalties may be imposed ("**Notice of Hearing**"). The Notice of Hearing shall be delivered personally or mailed by first class mail, certified or registered mail, return receipt requested, to the offending Owner at the last known address listed, and to the Tenant at the Tenant's address within the Community, at least ten (10) days before the proposed date of hearing on the alleged violation. The notice shall contain the following:

- i. an explanation in clear and concise terms of the nature of the alleged violation;
- ii. a reference to the provision(s) of the Governing Documents which the Member is alleged to have violated; and
- iii. the date, time and place of the hearing.

The Notice of Hearing may also include the amount of any monetary penalties which may be imposed at the hearing if the violation is not corrected, and the amount of any additional monetary penalties which may be imposed at the hearing for the continuation and/or repetition of the violation and shall include a description of other penalties which may be imposed, including, without limitation, the membership rights which may be suspended by Board decision at the hearing.

3. **Hearing Procedures.**

(a) **Violation Hearing.** If the violation is not corrected before the scheduled hearing, the Board will hold a hearing on the date and at the time and place set forth in the Notice of Hearing (the “Hearing”). The Hearing will be held regardless of whether the Owner attends the Hearing, and an appropriate monetary fine and other penalties may be imposed, including, without limitation, the suspension of membership rights in accordance with the Governing Documents. Any determination made by the Board is binding notwithstanding the absence of the Owner.

(b) **Owner’s Participation at the Hearing.** At the Hearing, the Owner will be given an opportunity to present facts and/or arguments disputing the alleged violation and/or against the imposition of any penalty or disciplinary action. If the Owner cannot attend the Hearing, he or she may submit a written statement and any supporting information to the Association. At the Hearing, the Owner will be given an opportunity to present extenuating or mitigating facts or arguments. If an Owner fails to attend the hearing, the Board will decide the case on the facts presented in the written complaint(s), the Owner’s written statement submitted in lieu of appearing at the Hearing, or on other pertinent oral or written evidence presented to the Board.

(c) **Board’s Findings.** The Board will make a determination as to whether a violation was committed. If the Board determines that a violation exists or was committed, the Board can impose reasonable monetary penalties and/or discipline against the Owner as provided for in the Declaration and in these Rules and Regulations.

(d) **Sanctions.** If the Owner has corrected the violation, the Board will not impose any monetary fines or penalties. If the Owner continues to be in violation, the Board will determine what sanctions are appropriate.

(e) **Notice of Disciplinary Action.** If the Board imposes discipline, the Board shall provide the Owner a written notification and explanation of the suspension, fine or conditions of the disciplinary action either in person, or by delivery by first class mail, within fifteen (15) days following the action.

4. **Suspension of Privileges And Monetary Penalties.** If the Board finds an Owner (and/or his family members, Tenants, guests, licensees, employees, contractors, or agents) Residents in violation of the Governing Documents, after reviewing the evidence presented at the Hearing, pursuant to the guidelines set forth in the Association’s Declaration and Bylaws, the Board may in its discretion levy any or all of the following penalties and sanctions:

- (a) Monetary fines;
- (b) Suspension of an Owner’s Residents right to use the recreational facilities, which suspension shall extend to the Owner’s family members and Tenants and guests;
- (c) Suspension of an Owner’s Residents membership rights and privileges, which rights were never extended to an Owner’s Tenants or guests;
- (d) Suspension of an Owner’s right to vote on all Association business, which rights were never extended to an Owner’s Tenants or guests;
- (e) Removal of any non-conforming structure or improvement; and
- (f) Special assessment against an Owner for any costs incurred by the Association, including attorney’s fees and costs, with respect to the violation.
- (g) Referral of the matter to legal counsel for resolution or filing of civil suit to enforce the governing documents.

5. **Fine Schedule.** The Board may impose. Fines may be levied in accordance with the following schedule and those set forth in any specific policy. In the event of a conflict in the fine schedule set forth herein or in a specific policy, the fine policy set forth in the specific policy shall apply:

Violation	Range of Fine Amount
First violation of any kind	\$100 to \$200
Second violation of the same or similar kind within a 12-month period	\$200 to \$300
Third violation of the same or similar kind within a 12-month period	\$300 to \$500

At any point the Board may determine to continue fines, use the legal system or cause correction of the violation by the Association to resolve the matter. The Owner is responsible for legal fees and/or reimbursement of costs incurred by the Association in enforcement activity.

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 billed to the Owner's account for the Association.

The Association reserves the right to use any available legal remedy available to enforce the Governing Documents against an Owner, which may include, without limitation, the collection of any fines imposed against an Owner for violating the Governing Documents, injunctive relief and/or declaratory relief pursuant to the terms of the Declaration.

ATTACHMENTS

Exhibit A – Fire Lane Site Plan

Exhibit B – Short-Term Rental Policy

Violation Complaint Report Form

Vehicle Registration Form

Pool Rules Election Rules

Collection Policy

**EXHIBIT A
FIRE LANE SITE PLAN
(Attached Hereto)**

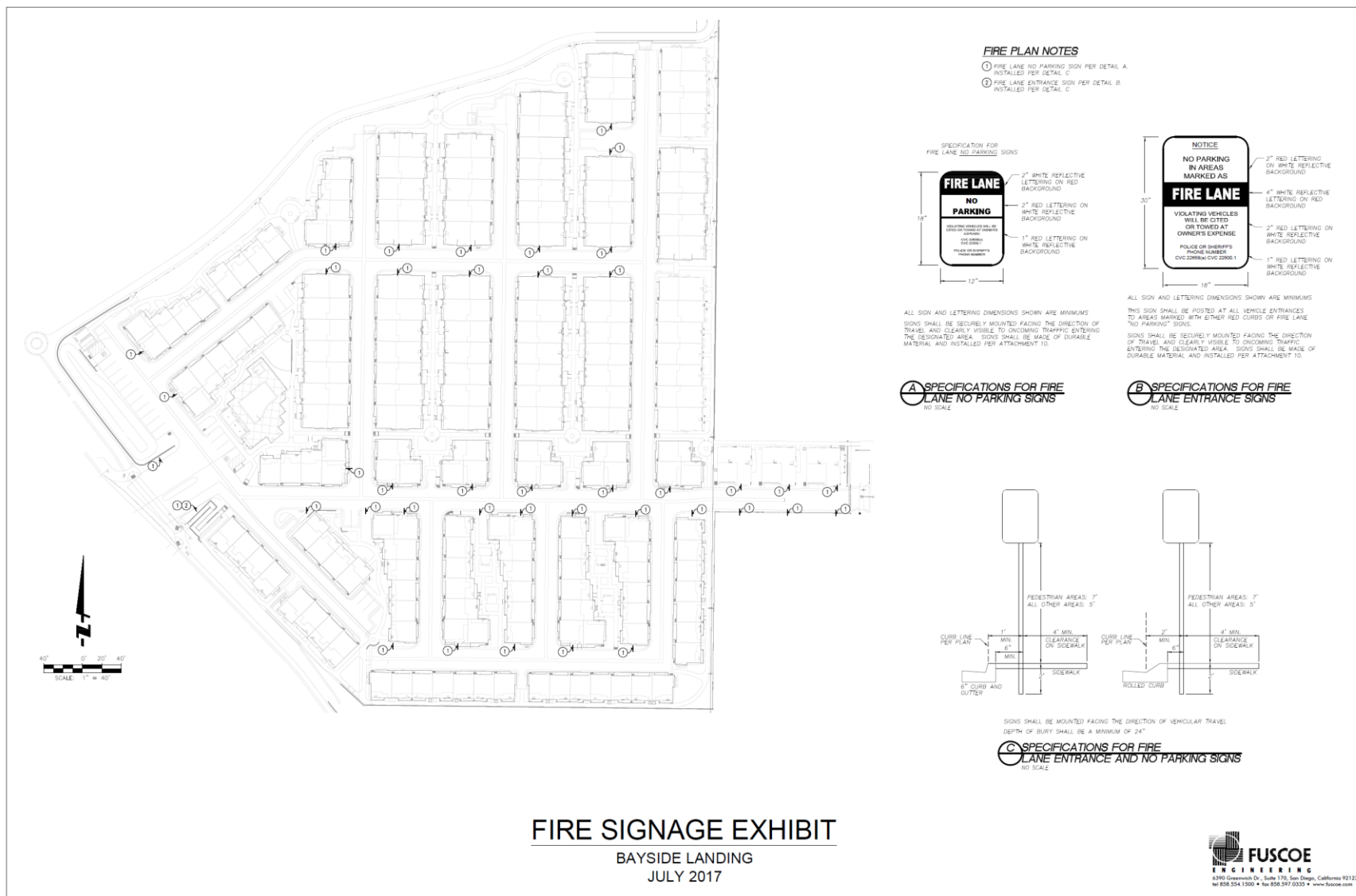


EXHIBIT B
**BAYSIDE LANDING OWNERS ASSOCIATION
SHORT-TERM RENTAL POLICY**

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 Documents¹ 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

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.

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.
- 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 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 that 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. 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.
5. 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).
6. Owners must leave a current copy of all Governing Documents, including this STR Policy in a conspicuous location within the Unit.
7. 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.
8. 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.
9. 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.

10. 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.
11. The Board will develop a standardized set of “House Rules” which will be included in any advertised listing for Short Term Rentals and which must be agreed to by all STR guests. 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.
3. 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 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 must physically accompany guests to the Recreational Amenities at all times.
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 for 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 12-month period	\$1,000

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 billed 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. _____
3. _____

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

Printed Name

Bayside Landing Owners Association Vintage Group
24422 Avenida De La Carlota, Ste 450
Laguna Hills, CA 92653
Website – www.vintagegroupre.com Phone -
855-403-3852
Fax – 800-996-3051

**BAYSIDE LANDING OWNERS ASSOCIATION
VEHICLE REGISTRATION FORM**

Each Owner, resident and Tenant is required to register any vehicle which will be parked in the Community pursuant to the Rules and Regulations and the Declaration.

The following information is required to register a vehicle:

Proof of residency (i.e. utility bill)
Proof of identity (i.e. government issued ID)
Copy of vehicle registration

All of the following information below is required:

Last Name(s): _____

First Name(s): _____

Home/Cell Phone #: _____

Address: _____

Vehicle One

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Two

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Three

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Homeowner/Tenant Signature: _____ Date: _____

Homeowner/Tenant Signature: _____ Date: _____

**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 life saving 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 fourteen (14) years old must be accompanied and supervised by (a) a responsible person of the same household at least fourteen (14) years of age capable of using the life preserver and Life Hook in case of an emergency; or (b) a responsible person (non-resident or guest) at least sixteen (16) years old capable of using the life preserver and Life Hook in case of an emergency. All non-Residents or guests under fourteen (14) years old must be accompanied and supervised by a responsible person (resident or guest) at least sixteen (16) capable of using the life preserver and Life Hook in case of emergency.
6. 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.
7. 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.
8. Adjustment of any control regulating the pool, lights or other common service is **PROHIBITED.**
9. All persons must leave the swimming pool area if maintenance crew request the area be temporarily vacated for cleaning and/or service.
10. The pool area is to be entered through the gates only. Climbing over a fence to enter or exit the pool area is prohibited.
11. 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.
12. 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.

13. Wheeled apparatus or vehicles, including, without limitation, skateboards, rollerblades, roller- skates or bicycles are not allowed in the swimming pool area at any time.
14. 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.
15. 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.
16. Diving, running, pushing or other aggressive/boisterous activity in or around the swimming pool area is prohibited.
17. Except for service or assistance animals, pets are prohibited in the swimming pool area.
18. Gates are to remain closed and locked at all times. The lending of access keys to non-Residents for use of the pool is prohibited.
19. 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.
20. 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.

BAYSIDE LANDING OWNERS ASSOCIATION

ELECTION RULES

1. Equal Access.

(a) If, in the course of an election campaign for a position on the Board, any candidate or member of the Association advocating a point of view is provided access to a form of media (including, but not limited to, newsletters and Internet web sites) that is owned or entirely run by and for the Association, for a purpose that is reasonably related to that election, equal access shall be provided to all candidates and members of the Association for the same purpose ("**Equal Access**").

(b) Equal Access, as described above in Section 1(a), shall also apply to members of the Association and candidates not endorsed by the current Board, and shall be for the purpose of advocating a point of view reasonably related to the election.

(c) The Association shall not edit or redact any content from the presentation of the points of view described in this Section, to the extent that such content does not violate any provision in the Governing Documents of the Association or Rules and Regulations promulgated by the Board, or any applicable state, federal or local laws, but may include a statement specifying that the candidate or member of the Association, and not the Association, is responsible for the content of such point of view.

(d) The Association shall give all candidates, including those candidates who are not incumbents, and those who are not endorsed by the Board, Equal Access to the common meeting area (i.e., time and space available for such candidate's use), if any, to present a point of view reasonably related to the upcoming election.

(e) The Association shall not charge candidates a fee for access to the common meeting area for the purposes described in this Section.

2. Qualifications and Procedures for Nomination of Candidates.

(a) A Member of the Association is ineligible to be nominated or to nominate himself or herself for a position on the Board if, as of the date of nomination, the Member acquired and closed on his or her Unit less than sixty (60) days prior to the date on which the first ballot is mailed or solicited from Members of the Association for voting purposes. Any nominated Member must be at least eighteen (18) years old. Joint Owners of a Unit may not serve on the Board concurrently. If so required by the Bylaws of the Association, Directors shall be Members of the Association or representatives of Declarant.

(b) All Members of the Association eligible to vote in the forthcoming election are eligible to nominate himself or herself as a candidate for the Board.

(c) Provided that a Member of the Association seeking candidacy for a position on the Board satisfies the eligibility requirements set forth in Section 2(a) above, such Member of the Association may be nominated or nominate himself or herself by the following procedures:

i. Nominations for candidates to the Board may be submitted in writing to the current Board, the secretary of the Association or the management company of the Association not less than thirty (30) days prior to the date designated for mailing or distribution of ballots for the election of new Board members. Members of the Association shall not be prohibited from nominating themselves for any Board position and any attempt to prevent a Member of the Association's self-nomination shall be invalidated.

ii. After collecting all properly submitted nominations, the current Board shall: (1) confirm or cause to be confirmed each nominated person's eligibility under Section 2(a); (2) confirm or cause to be confirmed each individual's acceptance of nomination; (3) distribute or cause to be distributed to the Association's membership a list of the confirmed candidates; and (4) prepare or cause to be prepared a ballot for distribution to all Members of the Association for voting purposes. Each such ballot must satisfy the requirements set forth in Section 3 below.

3. **Secret Ballot.**

(a) Pursuant to California Civil Code Section 5100, elections and votes related to assessments, selection of Members of the Board of the Association, amendments to the governing documents adopted by the Association, and the grant of certain exclusive use easements shall be by secret ballot. The secret ballot must satisfy the requirements set forth in the California Civil Code and this Section. The Association shall send to each eligible Member of the Association a ballot and two (2) pre-addressed envelopes not less than thirty (30) days prior to the voting deadline for the election.

(b) Ballots may not identify the voter's name, address, or lot, parcel or Detached Unit or Attached Unit number.

(c) The ballot itself may not be signed by the voter. It must be inserted into a sealed envelope. That sealed envelope must then be sealed within a second outer envelope. The outer envelope shall have, in the upper left-hand corner, space for the voter to print and sign his or her name, and print his or her address.

(d) The outer envelope is pre-addressed to the inspector or inspectors of election, as defined below, who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed via first class mail to a location specified by the inspector or inspectors of the election. The Member of the Association may request a receipt for delivery.

4. **Selection of Inspectors.**

(a) The current Board of the Association shall select either one (1) or three (3) independent third parties to serve as the inspector or inspectors of the election ("**Inspector(s)**"). A person or persons currently employed or under contract to the Association for any paid services may not be selected to be an Inspector unless such person is expressly allowed to serve as an Inspector as provided herein. The Association's current Manager, attorney(s) and any other person or entity under contract with the Association for compensation is hereby authorized to serve as an Inspector. No Residential Owner currently running for an elected position on a Board may serve as an Inspector.

(b) The Inspector shall have the responsibilities described in California Civil Code Section 5110 and shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as practical.

(c) If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all Inspectors.

(d) The Inspector shall have the right to appoint and oversee such additional persons as the Inspector deems appropriate to verify signatures and to count and tabulate votes, provided that the persons are independent third parties.

5. **Voting.**

(a) Ballots and all related materials required for voting under these procedures shall be sent to eligible Members of the Association at least thirty (30) days before the date set for tabulation of votes.

(b) Members may cast their ballots by any one (1) of the following methods:

i. Members may mail their ballots to the location designated by the Inspector(s) provided that any ballot so mailed is postmarked no later than the date that is three (3) business days before the date set for tabulation of votes; or

ii. Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector(s) no later than two (2) business days before the date set for tabulation of votes; or

iii. Members may deposit their ballots with the Inspector(s) at the meeting in which votes are to be tabulated prior to the time set by the Inspector(s) for closing of the polls.

(c) Once a ballot is received by the Inspector(s), it is irrevocable.

(d) No ballots shall be accepted, by mail or otherwise, after the date and time set by the Inspector(s) for closing of the polls. Any ballots received after the polls have closed shall be disqualified and will not be counted by the Inspector(s). A Member of the Association whose ballot has been disqualified will not be entitled to notification of such action and shall not have the right to cast another vote in the present election. Such disqualified ballots shall not be counted in any subsequent recount or challenge to the election procedures.

6. **Eligibility and Vesting of Voting Rights.**

(a) A Member of the Association is eligible to vote if: (a) the Member's voting rights have not been suspended pursuant to the Declaration, or the Bylaws of the Association or the Rules and Regulations; (b) the Member closed escrow on his or her Unit on or before the "**Record Date**" for voting, being not less than sixty (60) days prior to the date on which the ballots are mailed to or solicited from Members of the Association for voting purposes; and (c) the Member is at least eighteen (18) years old.

(b) Except where cumulative voting is authorized, Class A Members may cast only one (1) vote per Unit. If more than one (1) party is record owner of a Unit, the vote for that Unit shall be cast as the owners among themselves determine or forfeited if the owners cannot agree, as provided in the Governing Documents.

(c) Such voting rights attributed to any given Unit in the Community shall vest as provided in the Governing Documents.

7. **Proxies.**

(a) Any eligible Member of the Association may authorize another person to act by proxy, pursuant to the Bylaws of the Association.

(b) Any instruction given in a proxy that directs the manner in which the proxy is to cast the vote shall be set forth on a separate page of the proxy that can be detached and given to the proxy holder to retain. The proxy holder shall cast the vote by secret ballot, in the manner prescribed in these procedures. The Inspector(s) shall determine the authenticity, validity and effect of proxies. Proxies shall be presumed valid if executed in accordance with California Corporations Code Section 7613 and the bylaws of the Association.

8. **Voting Procedures and Custody.**

(a) All votes shall be counted and tabulated by the Inspector(s) in public at a properly noticed open meeting of the Board of the Association and/or Members of the Association. Any candidate or Member of the Association may witness the counting and tabulation of the votes. No person, including, but not limited to, Members of the Association and employees of the management company, if one has been selected, shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector.

(b) The results of the election, as tabulated by the Inspector(s), shall be promptly reported to the current Board of the Association and shall be recorded in the minutes of the next meeting of the Board of the Association, and shall be made available for review of Members of the Association. The Board of the Association shall publicize the results of the election in a communication directed to all Members of the Association, within fifteen (15) days of the date the final tabulation of votes has occurred.

(c) The sealed ballots shall at all times be in the custody and control of the Inspector(s), or at such location designated by the Inspector(s), until after the final tabulation of votes and expiration of the time allowed by California Corporations Code Section 7527 for challenging the election, after which time the custody and control of the ballots shall be turned over to the Association.

(d) After the final tabulation of the votes has been completed by the Inspector(s) and custody and control of the ballots has been turned over to the Association, the Association shall store the ballots or cause them to be stored, in a secure location for not less than two (2) years from the date of final tabulation of votes.

BAYSIDE LANDING OWNERS ASSOCIATION COLLECTION POLICY

1. Assessments, late charges, interest, collection costs, and any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied.
2. Regular monthly assessments are due and payable on the first 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 regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice imposing such assessment.
3. Any payments made shall be first applied to assessments owed, and, only after the assessments owed are paid in full, shall such payments be applied to late charges, interest and collection expenses, including attorneys', trustee or small claims fees, unless the owner and that Association enter into an agreement providing for payments to be applied in a different manner.
4. When any regular or special assessment remains unpaid fifteen (15) days past its due date, said assessment shall be subject to a late charge not exceeding ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater in accordance with California Civil Code 5650(b)(2), unless the declaration specifies a smaller amount.
5. In accordance with California Civil Code 5650(b)(3), the Board shall impose interest on all sums, including the delinquent assessment, reasonable costs of collection, and late charges, at a rate not to exceed twelve percent (12%) per annum, commencing thirty (30) days after the assessment becomes due, unless the declaration specifies a rate of a lesser amount.
6. When any assessment remains unpaid forty-five (45) days past its due date, the Association, through its Management Company, shall mail a Pre-Lien Notification to the owner as required by California Civil Code 5660 by certified and first class mail, to the owner's mailing address of record advising you of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in the "meet and confer" program or in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien notification, which shall be charged to the delinquent member's account.
7. Within fifteen (15) days from the date of the postmark of the Pre-Lien Notification, a delinquent owner may submit a written request to the Association to meet with the Board to discuss a payment plan for the amount set forth in the Pre-Lien Notification letter. The Board shall meet with the delinquent homeowner in executive session within forty-five (45) days of the date of the postmark of the written request. Each request is handled on a case-by-case basis. The Board is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorized a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
8. If an owner fails to pay the amounts set forth in the Pre-Lien notification and fails to request IDR within thirty (30) days of the date of the Pre-Lien notification, the Board shall decide, by majority vote in an open meeting, whether to record a Notice of Delinquent Assessment (Lien) for the amount of any delinquent assessments, late charges, interest and/or costs of collection. This lien shall be recorded in the office of the County Recorder and mailed to the delinquent member. A fee for the lien processing work and a fee for the preparation and mailing said Notice of Delinquent Assessment by the agent, trustee or attorney employed

by the Association, shall be charged to the delinquent member's account. The lien may be enforced in any manner permitted by law, including without limitation, a small claims judgment, judicial or non-judicial foreclosure.

9. The decision to foreclose on a lien must be made by a majority of the Board in an Executive Session meeting and the Board must record their votes in the minutes of the next open 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 homeowners the option of participating in IDR or Alternative Dispute Resolution ("**ADR**")

10. After thirty (30) days from recording the Notice of Delinquent Assessment, the Association may turn the members account over to the Association's attorney or trustee to enforce the lien by proceeding with judicial or non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more that twelve (12) months. However, upon review of the Member's delinquent account, the Board may decide to take small claims court action. The Association is authorized under California law to charge the owner reasonable costs of collection for any action utilized.

11. **"IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION"**

12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed on their account pursuant to California Civil Code 5205. If it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interest, and costs of collection associated with collection of those assessments.

13. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.

14. Prior to recordation of the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association. The mailing address for overnight payments of assessments is c/o Vintage Group 30212 Tomas, Suite 355, Rancho Santa Margarita, CA 92688 unless the account has been turned over to the association's trustee or attorney, then the homeowner would need to call said party for the full amount owed and their correct mailing address.

15. The foregoing policies and practices shall remain in full force and effect until such time as they may be changed, modified, or amended in their entirety, by a duly adopted resolution of the Board of Directors. This policy is subject to change upon thirty (30) day written notice.

BAYSIDE LANDING

ARCHITECTURAL GUIDELINES

I. INTRODUCTION

The goal of these Architectural Guidelines is to maintain the aesthetic beauty of Bayside Landing (“Community”).

Prior to making any Improvements to your Detached Unit or Attached Unit, Exclusive Use Area, you must submit a complete application for design approval to the Architectural Committee. After receiving written approval from the Architectural Committee and complying with applicable requirements of the city and other governmental agencies, you may install your Improvements or undertake your approved action. Please review these Architectural Guidelines prior to completing your application form to ensure your submittal is complete.

These Architectural Guidelines are subject to the Amended & Restated Declaration of Restrictions of Bayside Landing that recorded on May 18, 2017 as Instrument No. 2017-0224809 in San Diego County, as may be amended (“**Declaration**”) and the Bylaws of Bayside Landing Owners Association (“**Bylaws**”) and any supplemental declarations or notices of annexation (“**Supplemental Declarations**”), if applicable (collectively, “**Governing Documents**”). The Association has the power to revise the rules, regulations, guidelines, policies and procedures set forth in these Architectural Guidelines from time to time. If you would like to contribute suggestions for these Architectural Guidelines, please submit them to the Management Company for consideration by the Association. In the event of any conflict between these Architectural Guidelines and the Governing Documents, the provisions of the Governing Documents (whichever applies) shall prevail.

It is recommended that you refer to that certain Article of the Declaration entitled “**Architectural Control**” in conjunction with these Architectural Guidelines to insure a complete understanding of the submittal and review process to the Association. If at any time you have any questions regarding the review process, please contact your Management Company.

As you read through these Architectural Guidelines, you will encounter initially capitalized terms. **Except as otherwise defined in these Architectural Guidelines and as the context otherwise requires, those initially capitalized terms have the same meanings given them in the Governing Documents.**

If any of the provisions of these Architectural Guidelines are held to be invalid, the remainder of the provisions shall remain in full force and effect.

II. PURPOSE; APPLICATION

These Architectural Guidelines are not intended to restrict individual creativity or personal preference, but rather to assure and preserve the value, desirability, attractiveness and architectural integrity of Bayside Landing. As set forth in the Declaration, the Architectural Committee has the power to review and approve all Improvements upon or around any Unit and Exclusive Use Area. The Architectural Guidelines do not apply to any Improvements installed by Declarant, and neither the Board nor the Architectural Committee shall have any rights of review or approval with respect thereto.

III. ARCHITECTURAL COMMITTEE

The Architectural Committee must consist of not less than three (3) nor more than five (5) persons pursuant to that Section of the Declaration entitled “**Architectural Committee**”.

IV. ARCHITECTURAL APPROVAL

1. **Submittal of Application:** Prior to the commencement of any addition, alteration, construction work or other Improvements of any type on any Unit or Exclusive Use Area, you must first submit an

application to the Architectural Committee for approval of such work if Minor Review or Full Review is required (as set forth below). Unless specifically exempted under these Architectural Guidelines, you should submit an application for approval of all Improvements in accordance with the procedures set forth below. The following is intended to describe some of the Improvements that require approval by the Architectural Committee. Even though a proposed Improvement may not be listed below, you should submit an application for your proposed Improvement unless the particular Improvement is exempted from Architectural Committee by the Declaration or these Architectural Guidelines.

2. **Improvements Not Requiring Approval:** Certain design elements within the Community generally do not require approval by the Architectural Committee. However, if the Architectural Committee determines that a proposed Improvement exceeds the scope of the relevant exemption, the Architectural Committee may require an application for approval of the Improvement to be submitted. These elements that generally do not require approval by the Architectural Committee include, without limitation:

(a) U.S. flag (except as specifically stated in that Subsection of the Declaration entitled “**Flags**”) and up to two (2) non-commercial, decorative flags no larger than 36” x 36” each per Detached Unit or Attached Unit, subject to the discretion of the Architectural Committee as described above (flagpole attachments to any exterior structure are not permitted); and

3. **Pre-Approved Improvements:** Certain design Improvements may be made to an Owner’s property without obtaining prior written approval from the Architectural Committee. ***However, an application must be filed with the Association notifying the Association of your intent to install “Pre-approved” Improvements prior to the commencement of ANY work.*** Owners must ensure that all “Pre-Approved” Improvements conform to the guidelines listed for the Improvement type as detailed in these Architectural Guidelines prior to commencement of work. The following is a list of “Pre-Approved” Improvements:

(a) Replacing garage doors to match the original door installed by Beazer Homes Holdings, LLC, a Delaware limited liability company (“**Declarant**”). Garage door must match the original color;

(b) Invisible screen doors that match the existing trim of the residence; and

(c) Playground equipment in the rear yard or side yard of Detached Units that does not extend above the fence line of any rear or side yard.

4. **Improvements Requiring Minor Review:** Other design elements will require Minor Review by the Architectural Committee. There is no application fee associated with a “Minor Review”. As noted above, if the Architectural Committee determines that a proposed Improvement exceeds the scope of a Minor Review, the Architectural Committee may require that an application be submitted for a Full Review. All Minor Review elements are still subject to all design standards and guidelines. Minor Review elements include:

(a) Painting of exterior of Detached Units, if repainted with a color different from the original color;

(b) Playground equipment in the rear yard or side yard that extends above the fence line of the rear side yard; and

(c) Solar panels on Detached Units that comply with the guidelines for solar equipment set forth below.

5. **Improvements Requiring Full Review:** Except as otherwise provided in these Architectural Guidelines, all other modifications to the Exclusive Use Area, exterior of a residence or to the Detached

Units and Attached Units will require Full Review from the Architectural Committee. Full Review Improvements include:

- (a) All landscaping (both new installations and changes to existing landscaping)
- (b) All changes to existing and new walls and fences;
- (c) Any improvement that encroaches upon or is placed upon slopes;
- (d) Built-in raised planter beds;
- (e) Patio covers, shade structures and gazebos;
- (f) Built-in barbecues, fire pits and fire rings;
- (g) Pools, spas, ponds, fountains or any type of water feature; and
- (h) Post-mounted lighting fixtures exceeding fence height.
- (i) **Interior Improvements to Attached Units:** All interior Improvements to an Attached Unit (including modifications and alterations), require the approval of the Architectural Committee. For the purpose of these Architectural Guidelines, the term "Interior Improvements" shall include, but not be limited to:
 - i. Flooring (tile, marble, granite, wood, etc.)
 - ii. Plumbing
 - iii. Security system
 - iv. Permanent fixtures
 - v. Ceilings and columns
 - vi. Any other Improvement which may impair or alter the structural integrity of the building or the Attached Unit
- (j) **Electrical, Heat and Plumbing:** New installations or changes to any originally installed electrical, heating or plumbing of any kind require approval by the Architectural Committee.
- (k) **Interior Changes or Additions:** Any change or modification impacting the structural integrity of walls, ceilings, columns or transference of sound requires the approval of the Architectural Committee.
- (l) **Improvements in Balcony or Patio Areas:** All improvements within any Exclusive Use Balcony Areas or Exclusive Use Patio Areas require the approval by the Architectural Committee.

6. **Failure to Obtain Approval:** Failure to obtain approval by the Architectural Committee may constitute a violation of the Declaration, and may require modification or removal of unauthorized works of Improvement at your expense. In addition, a building or other permit may be required by the Building Department for the City of Imperial Beach, California ("City"), or other governmental agencies prior to the commencement of any work. Neither the Board, nor the Architectural Committee, nor the Association

assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain approval from the Architectural Committee.

V. PLANS AND SPECIFICATIONS

The submittal requirements below are divided into four parts. The first part lists the submittal requirements for all Improvements, which must be included with all submittal requests. The second part lists the submittal requirements for landscape Improvements (e.g., plant material, hardscape, spa and pool, and fences and walls). The third part lists the submittal requirements for exterior Improvements (e.g., trellis, gazebo, sunshade, balcony, window and door treatment, and exterior color or material changes). The fourth part lists the submittal requirements for structural Improvements to residences (e.g., room additions or conversions).

If you are applying for Improvements involving items related to more than one part of the checklist, you must include all of the items for all of the parts of the checklist related to the Improvements for which you are seeking design approval. For example, if your request involves a landscape plan with a gazebo or shade structure, you must submit items required for both the landscape improvements and exterior improvements parts of the checklist.

All applications shall include the items listed under the "All Improvements" heading on the checklist.

1. **Minimum Submittal Requirements:** When required by the checklist, each type of drawing submitted must include the minimum amount of information listed below:

(a) Plot Plan

- i. Must be drawn to scale (1/8"=1'0") or clear dimensions defined.
- ii. Show boundary lines accurately as to length, angles and amount of curve.
- iii. Show all existing and proposed buildings, structures, fences, walls, sidewalks and other Improvements; indicate all required setbacks, easements and top or toe of slopes.
- iv. Show all dimensions on work to be considered; distances between existing and proposed work and distances between proposed work and unit boundaries, setback lines and slopes.
- v. When proposed Improvements involve changing existing grades by more than 1'0" or changing existing drainage, show contours or spot elevations, flow lines, finish grades and proposed drainage systems. Drawings for proposed Improvements changing existing drainage shall be prepared by a registered civil engineer or licensed landscape architect.

(b) Landscape Plan

- i. Show proposed walkways and other hardscape, planting areas and plant names, decks, fences and walls, stairs, trellises, arbors, gazebos, ponds, fountains, ornamental rocks, barbecues, play equipment, apparatus and yard lighting (may be included as part of Plot Plan).
- ii. Pool and spa plans for Detached Units shall include the location, size and sound mitigation treatment of all mechanical equipment, as well as a soils report and structural report.

(c) Exterior Improvements

i. Provide exterior elevations of all proposed structures, including trellises, gazebos, shade structures and playground structures. When the proposed Improvement is attached to the existing residence, show the existing elevation in relation to the proposed Improvement.

ii. Note all finished materials, colors and textures of proposed work. Note if proposed finishes and materials are to match existing finishes and materials.

iii. If the proposed finish materials or colors are different than those of the existing structure, a color and material board must be included clearly depicting the materials and/or colors that are to differ.

(d) **Structural Changes to Residences**

i. **Floor Plans**

(1) Indicate all walls, columns, openings and any condition or feature that will affect the exterior design of the structure.

(2) Show dimensions of proposed work and related existing work; indicate relationship.

(3) Delineate all parts of the exterior that cannot be shown on elevation drawings.

(4) Identify square footage of proposed work and existing work.

ii. **Roof Plans**

(1) Show all existing and proposed roof surfaces. Note pitches and overhangs.

(2) Call out existing and proposed roof materials and colors.

iii. **Mechanical and Solar Energy Plans**

(1) Show all mechanical devices exposed to the exterior and all solar collectors, racks, storage facilities and distribution components.

Plans and Specifications for works of Improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Architectural Committee to make an informed decision on your request. It is suggested that work involving major additions be submitted at the preliminary drawing stage for review by both the Architectural Committee and the City of Imperial Beach. As a cost saving measure for you, final drawings should not be prepared until preliminary plans have been reviewed.

2. **Architectural Committee Submittal Requirements:**

Send requests to:

Bayside Landing Owners Association
c/o Vintage Group
100 E. San Marcos Blvd, Suite 350

VI. ARCHITECTURAL REVIEW PROCESS AND PROCEDURES

1. **Application for Approval:** All applications for any Improvements requiring approval by the Architectural Committee must be submitted in writing on the Home Improvement Application attached to these Architectural Guidelines (“**Home Improvement Application**”), together with the items described below (“**Submittal Package**”).
2. **Delivery of Submittal Package:** The Submittal Package and any resubmittals 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 Management Company acknowledges receipt of the Submittal Package in writing.
3. **Submittal Package:** In order to expedite the approval process, the Submittal Package for any Improvements (other than Improvements not requiring approvals) must include three (3) sets of each of the following:
 - (a) Home Improvement Application;
 - (b) Plans and specifications showing the location, nature, kind, shape, height and materials, including the color and any other requirements set forth herein (“**Plans and Specifications**”), clearly indicating all proposed modifications;
 - (c) Description of materials and colors and material samples;
 - (d) A proposed construction schedule (including proposed start and completion dates);
 - (e) Certificates of insurance (including contractors exclusions and proof of valid workers’ compensation insurance); and
 - (f) Permits and licenses, if applicable.

NO REVIEW WILL OCCUR unless all required plans, forms, fees and information for your proposed Improvement(s) are included in your Submittal Package.

4. Submittal Package Review Fees:

- (a) **Review Fees:** The Architectural Committee will require an Owner to pay all 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 for the Architectural Committee. The schedule of review fees is available from the Association.
- (b) **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, you will be notified by the Management Company and you must submit the additional fee(s) within ten (10) days of the request.

(c) **Deposit.** The Association may elect to have an Owner deposit with the Association a deposit to pay for the cost to repair any damage to Association Property caused by the Owner's work. If the Association determines after the completion of the improvements that no damage was done to Association Property, the deposit will be returned to the Owner.

5. **Review of Application:**

(a) **By Management Company.** The Management Company shall, on behalf of the Architectural Committee, review the Submittal Package to ensure that it contains all of the information and fees required. If the Submittal Package is complete, the Management Company will forward the Submittal Package to the Architectural Committee. The Management Company may determine and notify the Owner that, based upon the proposed Improvements or the complexity of the proposed Improvements, review fees will be required. The Submittal Package will not be submitted to the Architectural Committee unless the Submittal Package is completed and until such fees are paid. Failure to submit a complete Submittal Package and include the appropriate fees with the Submittal Package will constitute an incomplete application, and the application will be returned to the Owner for completion prior to review by the Architectural Committee.

(b) **By Architectural Committee.** The Architectural Committee will review the Submittal Package and will provide written notification of approval, approval with conditions, or disapproval of the proposed modifications to the Management Company. The Management Company will then provide to the Owner submitting the application for design review a written notice of the actions taken by the Architectural Committee within forty-five (45) days from the date of receipt of the Submittal Package along with one (1) set of the Submittal Package, appropriately marked with the Architectural Committee's action. If an Owner does not receive notice of the action by the Architectural Committee within such forty-five (45) day period, then the Submittal Package will be deemed approved provided that any Improvements conform to all conditions and restrictions contained in these Architectural Guidelines and the Declaration and are in harmony with similar structures erected within the Community. The Board shall determine if the approvals are "preliminary" or "final" approvals as set forth in the Declaration.

(c) **Resubmittal.** If an Owner's proposal is not approved, or returned as incomplete, a revised Submittal Package may be submitted. Provided the re-submittal is prompt, and does not constitute a substantially revised proposal, the Architectural Committee will attempt to review the re-submitted application within the initial forty-five (45) day period. If the re-submittal is not prompt or includes substantially revised Plans and Specifications, an additional thirty (30) days may be required to complete the Architectural Committee's review.

(d) **Architectural Committee Decisions.** The decision of the Architectural Committee on any proposed Improvement shall be made in good faith and may not be unreasonable, arbitrary or capricious. Such decisions shall be in writing and shall be consistent with any governing provision of law, including, but not limited to, the Fair Employment and Housing Act (Part 2.8 (commencing with Section 12900) of Division 3 of Title 2 of the Government Code and Civil Code section 4765). If a proposed change is disapproved, the written decision shall include both an explanation of why the proposed change is disapproved and a description of the procedure for reconsideration of the decision by the Board.

6. **Review by the City.** Upon obtaining written approval of a Submittal Package from the Architectural Committee, the Owner shall thereafter submit Plans and Specifications to the City if the proposed Improvements require the issuance of a building permit or other City required approval. In the event of a discrepancy between this document and City requirements, the most restrictive standard shall prevail. The Association will not be responsible for actions taken by government agencies. In the event that the City requires modifications to the Plans and Specifications previously approved by the Architectural Committee, the Owner shall submit to the Architectural Committee all modifications to the Plans and Specifications. The Architectural Committee shall have the right to review and impose further conditions on such

modifications which are not inconsistent with the requirements imposed by the City. The Architectural Committee shall have the right to impose conditions to its approval of proposed Improvements that are more restrictive than conditions as may be imposed by the City.

7. **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.

VII. GENERAL CONDITIONS

Approval by the Architectural Committee does not constitute waiver of any requirements required by any governmental agency. Design approval of plans does not constitute acceptance of any technical or engineering specifications, and the Association assumes no responsibility for such. The function of the Architectural Committee is to review submittals for 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 and the Rules and Regulations, each Owner shall also comply with the following restrictions and guidelines.

1. **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.

2. **Damage to Association Property**: An Owner shall be responsible for any damage to the Association Property caused by an Owner or such Owner's Invitees, or any other persons deriving their right to use the Association Property from the Owner or such Owner's family, tenants or guests, as set forth in the Declaration.

3. **Effect of Approval**: Approval of plans is not authorization to proceed with Improvements on any property other than the Unit owned by the applicant.

4. **Building Code Requirements**: It shall be the responsibility of the Owner to ensure that proposed modifications are consistent with applicable building code requirements.

VIII. REQUIREMENTS FOR CONTRACTORS, SUBCONTRACTORS AND ANY OTHER WORK

1. **Insurance and Contractors License**: Each Owner shall ensure that all contractors, subcontractors, or any other person or entity who/which performs work on or within the Community, including the interior of any residence, shall provide proof of insurance, proof of valid workers' compensation insurance, a California State Contractors License (if applicable) and a Business License (if applicable) to the Architectural Committee. **The Association shall be named as an additional insured on the Certificates of Insurance for the period of time the work is in progress.**

2. **Damage**: Any damage caused by contractors or sub-contractors to any Association Property, Unit is the Owner's responsibility. Any damage must be reported immediately to the Management Company. The Owner will be held liable for the actions of his/her contractors, subcontractors and/or workers and the Owner will be responsible for any costs of repair incurred by the Association in accordance with that Section of the Declaration entitled "***Owners Liable for Damage.***"

3. **Working Hours**: Working hours for any Improvements are limited to Monday through Friday 7:00 a.m. to 6:00 p.m. and 8:00 a.m. to 5:00 p.m. on Saturday. No work is allowed on Sundays or the following holidays: New Year's Day, Memorial Day, 4th of July, Labor Day, Thanksgiving, and Christmas Day. Workers may access the Community thirty minutes before the applicable "Working Hours," but may not

make any disruptive noise until "Working Hours" begin. Painting that does not disrupt others and work that does not create disturbing noise, vibrations or odors is not subject to the "Working Hours" limitation.

4. **Parking of Vehicles:** Contractors must park vehicles in accordance with the terms of the Declaration, Rules and Regulations and any other requirements established by the Association.

5. **Conduct by Workers:** Workers are not allowed to bring their pets within the Community. Workers are prohibited from creating nuisance noise unrelated to the construction work. All workers must wear shoes, pants or shorts and shirts at all times. No workers may use the power from the Association Property.

6. **Stopping Work:** The Association has the right to stop any work that is in violation of these regulations, creates a fire or safety hazard, or interferes with activities in the Association Property.

7. **Equipment:** Workers are prohibited from leaving their equipment in the Association Property. The Association is not responsible for the disappearance of any tools, equipment or materials left in the Association Property.

8. **Owner Responsibility:** Each Owner is responsible for any violations by such Owner's contractor or subcontractors of the Architectural Guidelines, the Rules and Regulations and the Declaration.

9. **Construction Materials:** All construction materials must be stored within an Owner's Unit. Any construction materials that are delivered and deposited on the streets must be relocated to the Owner's Unit. The Owner who is making the Improvements shall be responsible for removing all debris and maintaining all portions of the Association Property affected by the Owner's construction activities, including any streets and walkways, in a clean and attractive condition. The Board has the right to levy special assessments against the Owner who is making the Improvements to recover the cost of cleaning or restoring any Association Property to the condition that existed prior to the commencement of such Improvements pursuant to the Governing Documents.

10. **Construction Equipment:** The Owner who is making Improvements shall be responsible for insuring that construction equipment such as trucks, concrete mixers, trailers, trash bins, and compressors shall not be parked or placed on the streets for an unreasonable amount of time.

11. **Violation of Rules:** The Board has the right to levy against the Owner who is making such Improvements, special assessments as a disciplinary measure for a violation of the foregoing regulation and for reimbursement of any costs incurred by the Association in the repair of damage for which such Owner, or such Owners agents or contractors was allegedly responsible, as set forth in the Declaration and the Bylaws.

IX. FAILURE TO COMPLY WITH REQUIRED PROCEDURES

If any design change is made without the approval of the Architectural Committee or any violation of the Architectural Guidelines occurs, the Board may deliver written notice of violation to the Owner. The violation notice shall specify a time period for removal of the non-conforming Improvement that the Board reasonably determines is necessary to remove the non-conforming Improvement. The Unit Owner shall, upon receipt of the violation notice, remove the non-conforming Improvement within the time period specified in the violation notice or make an appeal to the Board and Architectural Committee in writing. If an Owner fails to file an appeal within fifteen (15) days of receipt of the notice of violation, the Owner shall have waived any right to appeal.

Upon receipt of a written appeal, the Board shall, if there is a fine schedule adopted by the Association, stay the enforcement of the fine or imposition of any further fines until an appeal hearing has been concluded. Within thirty (30) days of a request for a hearing, the Board shall schedule an appeal at a time and date

to be determined by the Board. The appeal hearing shall be conducted in an informal manner and the Owner shall have the opportunity to present any information or evidence to have the fine excused or mitigated. The decision of the Board shall be final.

X. APPROVED WITH CONDITIONS

A copy of the executed request form and an approval report or a copy of the plans stamped and signed by the Architectural Committee will be returned to the applicant. The plans will contain Architectural Committee changes or stipulations that shall become a part of the plans and shall represent the terms and conditions of approval to be satisfied by the applicant. All use restrictions contained in the Governing Documents shall be in full force and effect and shall control the construction activities of the Owner.

XI. APPEAL FROM DISAPPROVAL BY THE ARCHITECTURAL COMMITTEE

If the Architectural Committee disapproves any application or approves any application with conditions, the party or parties making such application may appeal to the Board. Such an appeal will require a written appeal letter and an open meeting of the Board. The Board must receive the written request for appeal not more than thirty (30) days following the disapproval decision of the Architectural Committee. Within thirty (30) days following receipt of the written request for appeal or alternative date as agreed upon by the appellant and Board, the Board shall hold the open meeting and render its written decision. The decision of the Board shall be binding and final.

XII. INSPECTION AND CORRECTION OF WORK

1. **Right of Inspection During Course of Construction:** The Architectural Committee or its duly authorized representative may enter onto any 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 was performed in substantial compliance with the approved Plans and Specifications, the contractor's guidelines and applicable governmental rules and regulations. If the Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner of such noncompliance. If the Architectural Committee determines that such construction and/or installation is not being done in substantial compliance with the contractor's guidelines or applicable governmental rules and regulations, work may be stopped ("red-tagged") by the Architectural Committee, or the City, until the work complies with the applicable standards. Copies of inspection sign-off(s) by the City shall be provided to the Management Company.

2. **Notice of Completion:** Upon the completion of any construction or reconstruction or the alteration or refinishing of any Improvements, or upon the completion of any other work for which approved Plans and Specifications are required, the Owner shall give written notice of completion thereof to the Architectural Committee.

3. **Inspection and Non-Compliance:** Within thirty (30) days thereafter the Architectural Committee, or its duly authorized representative, shall have the right to enter into the Detached Unit or Attached Unit, as provided in that Section of the Declaration entitled "***Inspections***", to inspect such Improvement to determine whether it was constructed, reconstructed, altered or refinished to substantial compliance with the approved Plans and Specifications. If the Architectural Committee finds that such construction, reconstruction, alteration or refinishing was not done in substantial compliance with the approved Plans and Specifications, it shall notify the Owner in writing of such non-compliance within such thirty (30) day period, specifying particulars of non-compliance, and shall require the Owner to remedy such non-compliance in accordance with that Section of the Declaration entitled "***Correction of Defects***".

4. **Review Oversight:** Unless the Governing Documents or these Architectural Guidelines specifically authorize the Architectural Committee to waive a particular provision or requirement of the Governing

Documents or these Architectural Guidelines (as applicable) and the Architectural Committee affirmatively grants such a waiver, any design approval that conflicts with any provision or requirement of the Governing Documents or these Architectural Guidelines does not constitute a waiver of that provision or requirement and must be corrected upon notice by the Architectural Committee.

XIII. VARIANCE PROCESS

The Architectural Committee may authorize variances from compliance with any of the architectural provisions of that Section of the Declaration entitled “**Variances**” pursuant to the terms set forth therein.

XIV. ARCHITECTURAL STANDARDS

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

1. Landscape Standards.

(a) Irrigation lines must be subterranean unless they are “drip” systems. The irrigation system shall be designed and installed to irrigate different landscape zones (e.g., sun, shade, lawn and shrubs).

(b) There should be a slope / drainage of 2% away from the building, and water should be collected in a landscape drainage system.

(c) Sprinklers must be adjusted so as to spray landscaped areas only. Spray irrigation heads shall not spray on block walls or fences. Timer clocks shall be set to apply the correct amount of irrigation and avoid runoff to adjacent units.

(d) Applications for landscape must include:

i. Listing of plant material and size, including height of trees at maturity. Trees should have non-evasive and non-surface root systems.

ii. Site plan showing house (plot plan) and location of the proposed landscaping (plant materials).

iii. Non-retaining planters and walls shall not exceed two (2) feet in height.

iv. Hardscape, such as concrete walkways and patios, decks, patio covers with elevations (side views) and construction detail. Colors of decorative concrete, brick, stone, or block must be specified.

v. Drainage plan, including location of drain inlets, water flow direction, and outlets must be identified.

2. Drainage

(a) There shall be no interference with the established drainage patterns, level, or grade over any Unit or Association Property unless an adequate alternative provision is made for proper drainage and written approval is obtained from the Architectural Committee.

(b) Failure to make adequate provisions for proper drainage in the event it is necessary to change the established drainage over Owner's Unit could cause major problems and result in imminent danger to person(s) or property of other residences.

(c) If you alter drainage, or if you install Improvements in such a way as to alter the drainage, you, not the Association, will be responsible for any resulting consequences in any way related to drainage.

3. **Patio Structures, Sun Shades and Gazebos.**

(a) Patio covers should not exceed ten (10) feet in height for a flat type structure, twelve (12) feet in height for a sloped pitched structure.

(b) Solid patio covers will be approved with a tile roof to match the home.

(c) Metal patio covers must look like a wood product (Alumawood type) and must be approved by the Architectural Committee.

(d) Patio covers may be freestanding or attached to an existing structure for any Detached Units.

(e) Unacceptable construction materials for structures in this section shall include the following:

- i. Corrugated plastic.
- ii. Corrugated fiberglass.
- iii. Plastic webbing, split bamboo, reed or straw-like materials.
- iv. Asphalt.
- v. Metal support posts for patio covers.
- vi. The above unacceptable materials are not all inclusive.

(f) Application for patio covers must include:

- i. Location of cover in relation to house.
- ii. Materials and color.
- ii. Dimensions.
- iii. Elevation drawings.

4. **Fountains.**

(a) Statuary and sculpture elements associated with fountains shall not exceed the height of adjacent walls or fencing and should be softened with plant materials.

(b) The subject matter of statuary and sculpture elements associated with fountains shall be appropriate for their residential context. Elements that could reasonably be considered to be offensive are not permitted.

(c) The color of fountains should complement the primary residential structure. Bright colors and reflective surfaces are not permitted.

(d) The quality and quantity of fountains, statuary and sculpture elements are subject to review and approval of the Architectural Committee.

5. **Building Materials.** All building materials must be depicted on the Plans and Specifications and must be consistent with the building standards of the surrounding Community. All materials are subject to review and approval by the Architectural Committee.

6. **Painting (Exterior).** Exterior repainting of any Detached Unit will be subject to review and approval by the Architectural Committee if you intend to repaint the exterior with a color different from the original color. Samples of the proposed color must be provided to the Architectural Committee.

7. **Security Doors and Screen Doors.** All security doors and screen doors must match the color of the existing door and the existing door frame and shall be approved in writing by the Architectural Committee prior to installation.

8. **Antenna and Satellite Dish.** These guidelines are not intended in any way to impair the installation, maintenance or use of Covered Antenna (as defined below). These guidelines are not a part of a pre-approval submittal process as described in that Article of the Declaration entitled ***“Use of Condominiums & Association Property”***; however, the Architectural Committee has the right to ensure that any Covered Antenna installed by an Owner is installed in accordance with the following guidelines.

(a) **Definitions:**

i. **“Antenna”** - any device used for the transmission and receipt of video or audio services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS), including antennas that have limited transmission capability which are designed to aid the user in selecting or using video programming. A mast, cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

ii. **“Covered Antenna”** - an Antenna covered by the FCC’s Over-the-Air Reception Devices (OTARD) Rule.

(b) **Antenna Size and Type:** Subject to the provisions set forth in that Subsection of the Declaration entitled ***“Antennae and Satellite Dishes”***, Owners may install the following Covered Antennas in accordance with the architectural process set forth in the Declaration and these Architectural Guidelines, provided that such rules do not (as determined by the Architectural Committee): unreasonably delay Covered Antenna installation, maintenance, or use; unreasonably increase the cost of Covered Antenna installation, maintenance, or use; or preclude reception of acceptable-quality signals from Covered Antennas.

i. Antennas designed to receive Direct Broadcast Satellite (DBS) service that are 39.4 inches (1 meter) or less in diameter.

ii. Antennas designed to receive Multipoint Distribution Service (MDS) that are 39.4 inches (1 meter) or less in diameter.

iii. Antennas designed to receive television broadcast signals, regardless of size.

(c) **Location:**

i. Covered Antennas shall not encroach upon, or overhang into, any Association Property or any other Unit.

ii. Covered Antennas shall be located in a place shielded from view from other residences, from streets, or from outside the Community to the maximum extent possible. If Covered Antennas can receive acceptable-quality signals from more than one location, then Covered Antennas must be located in the least visible preferred location.

iii. If an installation cannot comply with the previous section because the installation would cause unreasonably delay, unreasonably increase the cost, or preclude reception of acceptable-quality signals, the resident must ensure that the installation location is as close to a conforming location as possible. The Association may request an explanation of why the nonconforming location is necessary.

(d) **Installation and Removal:**

i. Covered Antennas shall be neither larger nor installed higher than is absolutely necessary for reception of an acceptable-quality signal.

ii. Installation on Owners' Residence.

iii. Covered Antenna Camouflaging

(1) Provided that paint will not degrade the signal, Covered Antennas shall be neutral in color or painted to match the color of the structure (wall, railing) near where they are installed.

(2) Covered Antennas installed on the ground and visible from the street or other Owners' residences must be camouflaged. A Covered Antenna preferably should be camouflaged by existing landscaping or screening. If existing landscaping will not adequately camouflage the Covered Antenna, then the Association may require additional camouflage. If the camouflaging will cause an unreasonable cost increase, then the Association has the option to pay for additional camouflaging.

(3) Exterior Covered Antenna wiring shall be installed so as to be minimally visible and blend into the material to which it is attached.

(e) **Safety:** Because the Association has a legitimate safety interest in preventing personal injury or property damage occurring due to improper or unsafe Covered Antenna installation, Owners must follow the listed safety guidelines:

i. Covered Antennas shall be installed and secured in a manner that complies with all applicable codes, safety ordinances, city and state laws and regulations, and manufacturer's instructions. If an Owner must obtain a permit in compliance with a valid safety law or ordinance, then the resident shall provide a copy of that permit to the Association before installation. The purpose of this rule is to ensure that Covered Antennas are installed safely and securely, and to minimize the possibility of detachment and resulting personal injury or property damage.

ii. Unless the above-cited codes, safety ordinances, laws, and regulations require a greater separation, Covered Antennas shall not be placed within five (5) feet of electrical power lines (above-ground or buried) and in no event shall Covered Antennas be placed where they may come into contact with electrical power lines. The purpose of this requirement is to prevent injury or damage resulting from Covered Antenna contact with power lines.

iii. Covered Antennas shall not obstruct access to or exit from any doorway or window of a residence, walkway, ingress or egress, electrical service equipment, water shut-off valves, or any other

areas necessary for the safe operation of the Community. The purpose of this requirement is to ensure the safe ingress or egress of Owners and Management Company personnel.

iv. To prevent electrical and fire damage, Covered Antennas shall be permanently and effectively grounded.

v. To prevent detachment during a storm, Covered Antennas shall be installed to withstand wind speeds of seventy (70) mph.

9. **Balconies and Patios.**

(a) **Outdoor furniture**: Outdoor furnishings must be in good condition. Furniture in a state of disrepair (i.e., torn cushions, rusting frames, faded or torn umbrellas) is prohibited.

(b) **Plants**: Vegetation that extends beyond the railings, fences, walls and/or other boundaries of an Exclusive Use Area is prohibited.

**BAYSIDE LANDING
HOME IMPROVEMENT APPLICATION**

Return submittals to:

Bayside Landing Owners
Association c/o Vintage Group
24422 Avenida De La Carlota, Ste 450
Laguna Hills, CA 92653
Website – www.vintagegroupre.com Phone
- 855-403-3852
Fax – 800-996-3051

Name: _____ Date: _____

Property Address: _____

Mailing Address (if different from above): _____

Home Phone: _____ Business/Mobile Phone: _____

I. Proposed Project Information

Describe the proposed improvement in detail (attach more if needed): _____

Neighbor Advisement

With your submittal, please include three (3) copies of the Neighbor Notification Form, signed by any neighbors who will be visually impacted by your proposed improvement(s). This includes any adjacent or neighboring Detached Units, which may be visually impacted by your improvement(s) from their rear yard **(Not required for items covered by the Pre-Approval Policy)**

☐ Completed Neighbor Notification Form

II. Documents Required for Submittal: Approved Improvements

- ☐ Three (3) sets of detailed plans
- ☐ Three (3) sets of this application form
- ☐ Review Fee, if any (see Fee Schedule available from the Association)

III. Documents Required for Submittal: All other submittals per Architectural Guidelines

- ☐ Three (3) sets of detailed plans as specified in the Architectural Guidelines
- ☐ Three (3) sets of this application form

By signing this document, I certify that the items included represent a true representation of the improvements that I plan to make to my property.

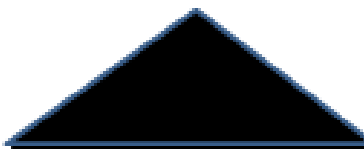
Owner's Signature

Date



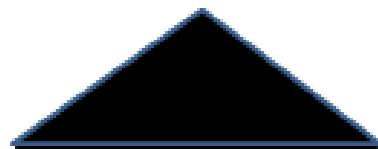
Name: _____
 Address: _____
 Signature: _____

Left rear neighbor



Name: _____
 Address: _____
 Signature: _____

Rear neighbor



Name: _____
 Address: _____
 Signature: _____

Right rear neighbor



Name: _____
 Address: _____
 Signature: _____

Left adjacent neighbor



YOUR HOUSE
 Name: _____
 Address: _____
 Signature: _____



Name: _____
 Address: _____
 Signature: _____

Right adjacent neighbor



Name: _____
 Address: _____
 Signature: _____

Left front neighbor



Name: _____
 Address: _____
 Signature: _____

Front neighbor



Name: _____
 Address: _____
 Signature: _____

Right front neighbor

If neighbor is not impacted by improvements, then write "Not Impacted" in signature line
 Signature on above form does not constitute approval of plans presented, only notification. Any
 concerns about plans being presented may be addressed, in writing, to the Association.

BAYSIDE LANDING OWNERS ASSOCIATION VEHICLE REGISTRATION FORM

Return form to: Bayside Landing Owners Association

c/o Vintage Group
24422 Avenida De La Carlota, Suite 450
Laguna Hills, CA 92653
Phone: 949-667-9806
www.vintagegroupre.com
arielle@vintagegroupre.com

In an effort to help monitor vehicles in The Bayside Landing Owners Association, The Board has requested this form be filled out and returned to Management.

PLEASE REMEMBER GUEST PARKING IS ONLY FOR GUESTS OF OWNERS OR LONG TERM TENANTS RESIDING IN THE COMMUNITY. PER YOUR COMMUNITY RULES: NO LESSEES, TENANTS OR RENTERS THAT LEASE OR RENT UNITS WITHIN THE COMMUNITY ON A SHORT TERM BASIS (E.G., FOR A PERIOD OF LESS THAN 30 DAYS) SHALL BE PERMITTED TO PARK IN THE GUEST PARKING SPACES. VIOLATORS WILL BE SUBJECT TO IMMEDIATE TOWING AT THE OWNER'S EXPENSE.

The following information is required:

1. Proof of residency (i.e. utility bill)
2. Proof of identity (i.e. government issued ID)
3. Copy of vehicle registration

All of the following information below is required:

Last Name(s): _____
First Name(s): _____
Home/Cell Phone #: _____
Address: _____

Vehicle One

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Two

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Vehicle Three

Vehicle Year: _____
Vehicle Make: _____
Vehicle Model: _____
Vehicle Color: _____
Vehicle License Plate #: _____

Homeowner/Tenant Signature: _____ Date: _____

Homeowner/Tenant Signature: _____ Date: _____

BAYSIDE LANDING OWNERS ASSOCIATION

GARAGES AND PARKING AND VEHICLE REGULATIONS

1. **Declaration.** That Section of the Declaration entitled "**Parking**" contains vehicle, garage and parking restrictions. A summary of the pertinent terms in said Section is stated below. Owners are required to comply with all parking and garage use restrictions set forth herein and the Declaration.

(a) There are 10 parking spaces depicted on Exhibit "C" to the Declaration (as required by the Governmental Approvals, the California Coastal Commission and the City) 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 Owner's occupants, renters, tenants or their guests within the Community.

(b) No Owner in the Community shall park, store or keep any vehicle on his/her Home, except wholly within the garage. No such vehicle shall encroach within any sidewalk or any portion of the Streets. Parking in the driveway must be in compliance with all applicable Governmental Approvals and requirements of the Fire Marshall.

(c) No Owner in the Community shall park his/her vehicle in any parking spaces designated and labeled as "Guest Parking Space". The Guest Parking Spaces are for guest parking only. The Community currently has a total of 24 guest parking spaces.

(d) No dune buggy, boat, trailer, or recreational vehicle, mobile home, motor home, van which weighs more than 10,000 pounds, camper shell (whether detached from a vehicle or mounted on a vehicle), nor truck (i) which is larger than one (1) ton capacity or (ii) has a mounted camper shell which protrudes from the truck from either side or beyond the rear gate or above the cab ceiling, may be parked anywhere in the Community unless the Association expressly allows otherwise.

(e) Each Owner shall have the right to use any garage portion of the Owner's Home for parking of automotive vehicle(s) (including cars, passenger vans and trucks) and in the storage of nonhazardous materials and sanitary containers. Garages shall not be converted to any use which prevents its use for vehicular parking of the number of vehicles for which the garage was designed. Each Owner shall at all times keep and maintain in good working condition the automatic garage opener servicing the garage.

(f) No Owner shall conduct major repairs, painting or major restorations of any motor vehicle of any kind whatsoever within his/her garage, Home, or elsewhere in the Community, except for emergency repairs and then only to the extent necessary to enable movement of the vehicle to a proper repair facility.

(g) No car, tent, shack, shed trailer, camper, motor home, boat or structure of any kind shall be used as a Home or dwelling.

2. **Additional Parking Rules.** The rules set forth herein are in addition to the restrictions set forth in the Declaration. Each Owner is responsible for advising the Owner's family, tenants, renters, lessees, licensees, guests, employees or contractors of the parking regulations.

(a) **Coastal Development Attributes.** The California Coastal Commission strives to not restrict public access to coastal amenities. The California Coastal Commission's permit requirements for the design of the Community required open public access, public-only parking and no restrictions for public ingress and egress throughout the Community. As a result, the Community will be subject to members of the public having pedestrian, bicycle and vehicular access throughout the Community.

(b) **Regulation by the Association.** The Association shall be responsible for actively administering, monitoring, and enforcing all of the parking policies set forth herein. The Association shall be required to: (i) ensure sufficient funding for the implementation and enforcement of these parking regulations; (ii) use best efforts to keep accurate records of all occupant and vehicle registration information; (iii) maintain signage indicating that public parking is available on the Streets within the Community pursuant to that Subsection of the Declaration titled "**Public Parking on Streets**"; (iv) implement and enforce the parking restrictions for the Public Parking Spaces and Guest Parking Spaces within the Community; (v) monitor the availability of the Public Parking Spaces and Guest Parking Spaces

BAYSIDE LANDING OWNERS ASSOCIATION

within the Community; (vi) contact local enforcement regarding infractions or need for towing; and (vii) provide the City with all parking information and records necessary to verify the Association's continued monitoring of all parking within the Community, upon request by the City. All rights and obligations of the Association set forth herein may be carried out by the Management Company authorized by the Association.

(c) **Garages.** Garage doors are to be kept closed except when vehicles are entering or exiting the garage. Any windows on the garage doors must be maintained as a window so the Association can inspect and monitor parking within the garage. NO PARKING IS ALLOWED IN FRONT OF ANY GARAGE AT ANY TIME EXCEPT FOR IN THE DRIVEWAY OF ANY DETACHED UNIT, SUBJECT TO COMPLIANCE WITH ALL APPLICABLE GOVERNMENTAL APPROVALS AND REQUIREMENTS OF THE FIRE MARSHALL. TO THE FULLEST EXTENT PERMITTED BY LAW, ANY VEHICLE PARKED INFRONT OF A GARAGE IN VIOLATION OF THE TERMS HEREIN MAY BE TOWED IMMEDIATELY WITHOUT WRITTEN NOTICE TO THE OWNER.

(d) **Vehicle Registration.** Every Owner/Occupant is required to register ALL vehicles with the Association. Any changes to Owner's vehicle(s) such as a new vehicle or a new license plate must be reported to the Association within seventy-two (72) hours. Owners that rent their Unit are responsible for notifying the Association of every Occupant's vehicle information. Owners must comply with any procedures established by any patrol company, which may be retained by the Management Company, to assist with maintaining accurate records on all occupant and vehicle registration information. Such compliance may include, without limitation, adhering to any type of "Safelist" online vehicle registration program.

i. **Guest Parking Spaces.** No vehicle may be parked in a Guest Parking Space for a continuous period of longer than 48 hours. **NO LESSEES, TENANTS OR RENTERS THAT LEASE OR RENT UNITS WITHIN THE COMMUNITY ON A SHORT TERM BASIS (E.G., FOR A PERIOD OF LESS THAN 30 DAYS) SHALL BE PERMITTED TO PARK IN THE GUEST PARKING SPACES.**

(e) **Vehicle Maintenance.** All authorized vehicles and motorcycles within the Community must be operable and possess a current license and registration.

(f) **Noise.** No one shall race engines, honk horns, spin wheels, permit engines to idle excessively or otherwise create unnecessary noise with motor vehicles or the sound and automotive speaker equipment. All motor vehicles must have adequate muffler and exhaust systems.

(g) **Speed and Lights.** All drivers must maintain safe and proper speeds and observe the posted maximum speed while driving in the Community.

(h) **Oil Leaks.** Excessive oil leaks and stains caused by a user's vehicle within the Association Property will be subject to fines and/or the cost of cleanup and repairs. Preventative maintenance of your vehicle will help to alleviate this issue.

(i) **Car Alarms.** Should a car alarm continue to go off, the Association may, at the Owner's expense, hire a locksmith and take whatever action is necessary to stop the noise. Vehicle alarms that do not automatically go off after an interval are not allowed. The arming and/or disarming of vehicle security alarms and other security devices shall not disturb residents of the Community.

(j) **Vehicle Violations and Towing.** Violators of these parking rules will be given one (1) warning notice that will be posted to their vehicle. The vehicle must be moved with a twelve (12) hour period of receiving the notice. A one hundred dollar (\$100.00) fine will be assessed for a second (2nd) occurrence violation. Vehicles will be towed at the Owner's expense for a third (3rd) occurrence violation. The Association is not responsible for any damages that may occur if a vehicle is towed. Notwithstanding the procedures set forth herein, to the fullest extent permissible by law, the Association has the right to have any vehicle in violation of these parking rules towed at the owner's expense without a warning notice, if deemed necessary by the Association under the circumstances.