

Bay 37 Owners Association

COMMUNITY HANDBOOK

Disclosures, Policies and Rules

Adopted by the Board of Directors
September 2, 2021

Bay 37 Owners Association

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Bay 37 Owners Association

This Homeowner Community Handbook has been compiled by your Association to outline the operational procedures of the Bay 37 Owners Association (the "**Association**") and to provide other information about your Association's facilities. The Homeowner Information Handbook also serves as the Rules and Regulations of the community. The purpose of your Association is to maintain, protect and enhance the Bay 37 Community (the "Community"), while making your community a pleasant experience for everyone.

Each Homeowner should have received a copy of the Declaration of Covenants, Conditions and Restrictions ("**CC&Rs**"), Bylaws, and Articles of Incorporation for the Association. These governing documents along with the Rules and Regulations and Architectural Guidelines (collectively "**Governing Documents**") are periodically updated and distributed by your Board of Directors (the "Board"). Any defined terms used in this Information Handbook shall, unless the context otherwise requires, have the same meaning as set forth in the CC&Rs.

PLEASE READ THIS INFORMATION HANDBOOK CAREFULLY. If there are any questions or if you do not have copies of the Governing Documents, please contact Seabreeze Management Company (information below). In the event of any conflicts between this Handbook and the Association CC&Rs, the provisions of the CC&Rs shall prevail.

Bay 37 Owners Association
c/o SEABREEZE MANAGEMENT COMPANY
11501 DUBLIN BLVD. SUITE 200
DUBLIN, CA 94568
PH: (800) 232 – 7517
FAX: (949) 855 – 6678
CustomerCare@Seabreezemgmt.com
www.MySeabreeze.com

Bay 37 Owners Association

GENERAL INFORMATION

Your cooperation is essential in order to maintain, protect and enhance the Community. Common sense and consideration for your neighbors are the keys to success.

Each Homeowner is a member of the **Bay 37 Owners Association**. Homeowner participation in the Association is both necessary and encouraged. Association responsibility, cooperation and action have many rewards, including an enhanced quality of living in the community. The Association is governed by the Board of Directors, which meets regularly to make decisions pertaining to Association matters.

Common facilities incorporate all space within the Community not designated as an individual Residential Unit, and include such areas as landscaping, buildings, streets and sidewalks. The responsibility of the Board of Directors is to maintain, protect and enhance all common facilities and Association Property.

The Association will initially consist of three (3) Board Members then will change to five (5) Board members after the completion of the Initial Selection of Directors, in accordance with Section 5.1 of the Bylaws. The Association has hired a professional management company to work with the Board of Directors and Association vendors to manage the community.

CONTACT INFORMATION

Bay 37 Owners Association
c/o SEABREEZE MANAGEMENT COMPANY
11501 DUBLIN BLVD. SUITE 200
DUBLIN, CA 94568
PH: (800) 232 – 7517
FAX: (949) 855 – 6678
CustomerCare@Seabreezgmt.com
www.myseabreeze.com

After-hours/Weekend emergency calls

Seabreeze Management – (800) 232-7517 (24 hours per day, 7 days a week)
In the event of an injury, accident, fire, or crime in progress, dial 911 for immediate assistance.

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HELPFUL NUMBERS

Below is contact information that residents may utilize to sign up for service.

<u>Service</u>	<u>Company</u>	<u>Phone Number</u>
Electric/Gas	PG&E	877-660-6789
Phone/Internet/Cable	Comcast	800-934-6489
Phone/Internet/Cable	ATT	800-331-0500
Phone/Internet/Cable	Wave	866-928-3123
Water	Meternet	800-985-1179

ASSOCIATION MEETINGS

BOARD MEETINGS

Regular meetings of the Board shall be held quarterly, or as otherwise determined by the Board, but not less than quarterly, and on such day and at such hour as may be fixed, by resolution of the Board. A "Homeowners' Forum" for Owners to speak will be held during each Board meeting. Notice of the date, time and location of all meetings of the Board are posted online and at the Community, and Owners are encouraged to attend. With the exception of Executive Sessions, Regular and Special Meetings of the Board are open for observation to all Owners. Owners who are not on the Board may not participate in any discussion unless so authorized by a majority of a quorum of the Board. Owners may request that the Board address a specific topic at their next meeting by submitting a letter to the Board at least ten (10) days in advance of the meeting requesting their item of discussion be placed on the agenda. The nature of business to be considered in Executive Session will be posted on the meeting agenda and action taken will be provided in the minutes.

You may view the Board meeting agenda online at www.myseabreeze.com.

ANNUAL ELECTIONS

Elections of Directors, as well as certain other matters that may occasionally require a vote of the Membership, will be conducted by secret written ballot. Please see the Voting and Election Rules for a complete description of the Association's procedures for conducting these elections.

FINANCIAL REVIEWS

Financial reviews are prepared at the end of each fiscal year and are mailed to the Owners of record upon completion.

MONTHLY ASSESSMENTS

The Association sends the monthly assessment reminder statements on or around the last week of every month for the following month. Monthly assessments are due on the first of each month and become delinquent after the fifteenth day of the month. If your monthly assessment payment is received after the fifteenth day, you will be assessed a late charge established by the Board and interest as applicable. Failure to receive a reminder statement does not relieve Owners of the obligation to pay assessments on time.

The obligation to pay assessments runs with the land and is shared by all Owners in the Community. Your assessments pay for the vital services required to keep your Association operating. To see a list of these services and their estimated costs, please refer to the Association's pro-forma budget.

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COMMUNITY WEBSITE

To pay your HOA assessments or review your Association's documents, you may log on to the Association's website at www.myseabreeze.com.

HOW TO CREATE YOUR OWN ACCOUNT

Please follow these steps to set-up your own Seabreeze account:

- Go to www.myseabreeze.com
- Click on the link "Click here"
- Enter in your Account Number information, and other applicable details
- Click "Get Initial Login Info"
- A verification will be sent to the email address you provided

With your new account, you can now view your monthly billing statements. Also, through this portal, you can access Board of Directors meeting minutes, newsletters, Governing Documents, view upcoming Board of Directors meetings via the calendar, as well as review any announcements posted to the website.

Paperless Monthly Statements

- 1.) Go to www.myseabreeze.com
- 2.) Select the "MySeabreeze" tab at the top
- 3.) Once re-directed at the bottom of the page you will see "Go Paperless with E-Statements" please select the link provided where you will then be prompted to create your E-Statement account.

OPT IN FOR ELECTRONIC DISTRIBUTION OF DOCUMENTS

With homeowner consent, Association documents that would primarily be mailed to each homeowner can be received via email. If you are interested in this cost-effective process for receiving information, please complete the Electronic Consent Document available on the website or by contacting the Management Company.

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INSURANCE INFORMATION

For purposes of understanding what coverages are provided by the Association versus what coverages should be provided by the individual Homeowner, please be aware of the provisions in the CC&R's (Section 7.6) regarding insurance to be purchased by the Association and by individual Owners. The Association has the responsibility to provide insurance for the common area with limited coverage, which does NOT cover damage to personal property, or any additional features added by Owner. Each Owner is responsible for determining and obtaining the type and amount of insurance needed to insure the Owner's personal liability and all Improvements (which existed at the time of purchase of the Unit and which are subsequently added) and personal property located within the Owner's Unit. For further information regarding the Association's insurance, please contact the insurance agent for the Association, this information can be obtained from the Management Company.

The Association carries General Liability, Umbrella Liability, Property, Fidelity Bond, Directors and Officers Liability, and Workers Compensation Insurance in the amounts required to afford protection to the Association in accordance with California Civil Codes §5800 and §5805. This insurance coverage will be reviewed and renewed annually.

A summary disclosure of the insurance carried by the Association is provided each year by the Association to each owner, pursuant to California Civil Code §5805. Look for this disclosure at the time the budget and other information is mailed. Please be aware that the Association's insurance contains a substantial deductible.

You should consult with your insurance agent to provide a comprehensive policy for your personal property and liability.

POLICIES, RULES, AND REGULATIONS

Adopted by the BOD on September 2, 2021

ASSESSMENT COLLECTION POLICY

ASSESSMENT COLLECTION POLICY

Prompt payment of assessments by all Owners is critical to the financial health of the Association. Accordingly, the Board of Directors takes its obligations under the Declaration of Covenants, Conditions and Restrictions (“CC&Rs”) and the California Civil Code to enforce the members’ obligation to pay assessments very seriously. The Board has adopted this Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. All policies and practices outlined below shall remain in effect until such time as they may be changed, modified, or amended by a duly adopted resolution of the Board of Directors. Therefore, pursuant to the CC&Rs and applicable sections of the California Civil Code, the following is the Association’s Assessment Collection Policy:

1. Regular monthly assessments are due and payable on the **first** (1st) day of each month. It is the responsibility of the Owner of record to pay each assessment in full each month regardless of receipt of a statement.
2. All other assessments, including special assessments, are due and payable on the date specified by the Board in the notice of assessment.
3. Assessments, late charges, interest and fees, and collection costs, including attorney’s fees, are both the personal obligation of the Owner of the property at the time the assessment or other sums are levied and a lien/debt on the property.
4. Payments are posted on the date received by the Association. Assessments are delinquent fifteen **(15) days** after they become due. If the 15th day falls on a Saturday, Sunday, or bank holiday, the delinquency deadline will be extended until 3:00 p.m. on the next business day.
5. Delinquent assessments shall be subject to a late charge equal to ten percent (10%) of the unpaid assessment or ten dollars (\$10.00), whichever is greater.
6. Interest on all sums imposed in accordance with this Assessment Collection Policy including the delinquent assessments, fees and costs of collection and attorney’s fees shall be at a rate of 12% per year, commencing thirty **(30)** days after the assessment becomes due.
7. A Reminder Notice will be sent on or about the 5th of each month to all delinquent Owners if the amount owed is greater than or equal to the current monthly assessment. A fee will be charged for each Reminder Notice sent.
8. Residents who are delinquent may be subject to suspension of the use of Common Area amenities and restrictions on membership privileges.
9. If the assessment is not paid within **sixty (60) days** of the due date, the Association will send a letter (“Notice of Intent to Lien”) by certified mail to the delinquent Owner’s addresses of record, including primary and secondary addresses provided to the Association by Owner, informing the Owner of the following;
The letter described in this Paragraph will be sent to the delinquent Owner at least **thirty (30)** days prior to recording a lien against the delinquent Owner’s separate interest. The cost of the letter will be billed to the delinquent Owner’s account.
10. An 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 Notice of Intent to Lien. The Board shall meet with the delinquent Owner in executive session within **forty-five (45) days** of the date of the postmark of the request. If there is no regularly scheduled Board meeting during this period, then the Board may designate a committee of one or more Board members, but less than a quorum, to meet with the Owner.
11. If the delinquent Owner fails to pay the amount set forth in the Notice of Intent to Lien (a) within thirty (30) days of the date of receipt of the Notice of Intent to Lien, or (b) in the event the

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delinquent Owner fails to submit a request to meet, as set forth in the Paragraph above, within **thirty (30) days** of the date of the receipt of the Notice of Intent to Lien, then the Board may resolve to record a lien against the Owner's separate interest. The delinquent Owner will be charged for the lien costs associated with preparation and recordation of the lien. An itemized statement of the charges owed by the Owner will be recorded together with the lien.

12. A copy of the recorded lien shall be sent via certified mail to every person who is shown as an Owner of the separate interest in the Association's records no later than **ten (10) days** after recordation. Notices shall also be sent to any secondary address provided by Owner.
13. After recordation of a lien, all subsequent payments made by personal check will be held for posting pending verification of funds and clearance by the bank.
14. If an Owner is delinquent for **thirty (30) additional days** after the lien has been recorded, the matter will be referred to the Association's attorney or collection agent, and the lien may be enforced by judicial or non-judicial foreclosure sale, or by money judgment at the Association's option. Costs associated with the preparation of documents required to open the case file with the attorney or collection agent will be the responsibility of the delinquent Owner.
15. No assessment lien may be foreclosed until (a) the amount of the delinquent assessments secured by the lien (exclusive of any accelerated assessments, late charges, fees and costs of collection, attorney's fees or interest) equals or exceeds \$1,800.00, or (b) the assessments are more than twelve (12) months delinquent. If the Association chooses to foreclose a lien under these circumstances, it shall, prior to foreclosing, offer the Owner an opportunity to "meet and confer" regarding the delinquency, in accordance with Civil Code Section 5900 or participate in alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925. The decision to pursue dispute resolution, or a particular type of alternative dispute resolution is the Owner's choice; however, binding arbitration shall not be available if the Association intends to initiate judicial foreclosure.
16. The decision to initiate foreclosure of a lien must be made by the Board and may not be delegated to an agent of the Association. The Board's decision to foreclose a lien must be by a majority vote of the Board members in executive session, and the Board's vote shall be recorded in the minutes of the next regular session meeting. The Board shall maintain the confidentiality of the Owners by identifying the matter in the minutes by the parcel number of the separate interest, rather than the name of the Owners. A Board vote to approve foreclosure of a lien shall take place at least **thirty (30) days** prior to any public sale.
17. The Board shall provide notice of its decision to foreclose on an assessment lien by (a) personal service to the Owner if the Owner occupies the separate interest, or to the Owner's legal representative, or (b) first class mail, postage prepaid, at the most current address for the Owner shown on the books of the Association, including primary and any secondary address provided by Owner, if the Owner does not occupy the separate interest.
18. A nonjudicial foreclosure is subject to a **ninety (90) day** right of redemption.
19. Nothing herein limits or otherwise affects the Association's right to proceed in any lawful manner to collect any delinquent sums owed to the Association and the Association may turn the matter over to legal counsel at any time.
20. The mailing address for overnight payment of assessments is:
Seabreeze Management Company, Inc.
26840 Aliso Viejo Pkwy, Suite 100
Aliso Viejo, CA 92656
21. The Association may alternatively file a civil action in Small Claims Court.
22. In the event that the Association files an action against an Owner for unpaid Assessments, and that separate interest is, or becomes rented or leased at any time during the pendency of the action, the Association shall have the right to request that the Court order Owner to assign all rents due from the renter/lessor of the separate interest to the Association until such time as all Assessment

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delinquencies are cured.

NOTICE ASSESSMENTS AND FORECLOSURE

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

ASSESSMENTS AND FORECLOSURE

Assessments become delinquent 15 days after they are due, unless the governing documents provide for a longer time. The failure to pay association assessments may result in the loss of an Owner's property through foreclosure. Foreclosure may occur either as a result of a court action, known as judicial foreclosure, or without court action, often referred to as nonjudicial foreclosure. For liens recorded on and after January 1, 2006, an association may not use judicial or nonjudicial foreclosure to enforce that lien if the amount of the delinquent assessments or dues, exclusive of any accelerated assessments, late charges, fees, attorney's fees, interest, and costs of collection, is less than one thousand eight hundred dollars (\$1,800). For delinquent assessments or dues in excess of one thousand eight hundred dollars (\$1,800) or more than 12 months delinquent, an association may use judicial or nonjudicial foreclosure subject to the conditions set forth in Article 3 (commencing with Section 5700) of Chapter 8 of Part 5 of Division 4 of the Civil Code. When using judicial or nonjudicial foreclosure, the association records a lien on the Owner's property. The Owner's property may be sold to satisfy the lien if the amounts secured by the lien are not paid. (Sections [5700](#) through [5720](#) of the Civil Code, inclusive) In a judicial or nonjudicial foreclosure, the association may recover assessments, reasonable costs of collection, reasonable attorney's fees, late charges, and interest. The association may not use nonjudicial foreclosure to collect fines or penalties, except for costs to repair common area damaged by a member or a member's guests, if the governing documents provide for this. ([Section 5725](#) of the Civil Code)

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

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

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

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

PAYMENTS

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

An Owner may, but is not obligated to, pay under protest any disputed charge or sum levied by the association, including, but not limited to, an assessment, fine, penalty, late fee, collection cost, or

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monetary penalty imposed as a disciplinary measure, and by so doing, specifically reserve the right to contest the disputed charge or sum in court or otherwise.

An Owner may dispute an assessment debt by submitting a written request for dispute resolution to the association as set forth in Article 2 (commencing with [Section 5900](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code. In addition, an association may not initiate a foreclosure without participating in alternative dispute resolution with a neutral third party as set forth in Article 3 (commencing with [Section 5925](#)) of Chapter 10 of Part 5 of Division 4 of the Civil Code, if so requested by the Owner. Binding arbitration shall not be available if the association intends to initiate a judicial foreclosure. An Owner is not liable for charges, interest, and costs of collection, if it is established that the assessment was paid properly on time. ([Section 5685](#) of the Civil Code)

MEETINGS AND PAYMENT PLANS

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

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

An association distributing the notice required by this section to an Owner of an interest that is described in Section 11212 of the Business and Professions Code that is not otherwise exempt from this section pursuant to subdivision (a) of Section [11211.7](#) of the Business and Professions Code may delete from the notice described in subdivision (a) the portion regarding meetings and payment plans.

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ALTERNATIVE DISPUTE RESOLUTION

Adopted by the BOD on September 2, 2021

Refer to CC&Rs Article XI

The purpose of this resolution is to provide each resident with a summary of Civil Code Section 5965, which governs the enforcement of the covenants and restrictions of the Association's governing documents. Refer to Article XI of the CC&Rs for further information.

This section provides that, subject to several exceptions, in disputes regarding the enforcement of the Association's governing documents, the parties to the disputes i.e., the homeowner and the Association, shall offer to resolve the dispute through arbitration or mediation prior to initiating litigation. The form of this Alternative Dispute Resolution ("**ADR**") may be binding or non-binding. Please note that failure of either the Association or the owner to offer ADR is a basis for ruling against you.

The California legislature has also provided that each year, your Association must send out a summary of this law and that summary must specifically include the following excerpt of the law:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

As you can see, the failure to comply with this law may prejudice your rights. We strongly urge each one of you to carefully read the statute and consult with an attorney prior to commencing any litigation regarding the enforcement of the governing documents.

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INTERNAL DISPUTE RESOLUTION

Adopted by the BOD on September 2, 2021

Either party (Association or Owner) to a dispute may invoke the following procedure:

1. The party may request the other party to meet and confer, in an effort to resolve the dispute. The request shall be in writing.
2. An Owner may refuse an Association request to meet and confer. The Association may not refuse an Owner's request to meet and confer.
3. The Board hereby designates the President or in his/her absence, the Vice-President ("Board Designee"), as well as the Community Manager to meet and confer with the Owner. The Board Designee shall also have the right to request the Chairperson of any applicable Committee involved in the dispute to assist the Board and attend the meet and confer session with the Owner. The Board Designee and the Community Manager shall both meet together with the Owner regarding the dispute.
4. If the Association is pursuing litigation related to a delinquent assessment, the Board designates the Treasurer in lieu of the President as the Board Designee.
5. Although not precluded, attorney participation in the IDR is discouraged in order to maintain direct discussions between the principals of the dispute and to maintain the goal of resolution through an expeditious process. To the extent Owner requires that his/her/its attorney attend the IDR Process, the Owner shall be required to give five (5) business days' notice to the Association so that the Association can ascertain if it desires its legal counsel to also attend.
6. The parties shall meet promptly at a mutually convenient time and place, explain their positions to each other and confer in good faith in an effort to resolve the dispute.
7. A resolution of the dispute agreed to by the parties shall be finalized in writing and signed by the parties, including the Board Designee on behalf of the Association.
8. The Agreement reached by the Owner and the Board Designee binds the parties and is judicially enforceable if both the following conditions are satisfied:
 - a. The Agreement is not in conflict with the law or the governing documents of the Association; and
 - b. The Agreement is ratified by the Board at the next regularly scheduled meeting of the Board following the date that the Agreement is executed by the Owner and the Board Designee.
9. The Owner participating in the IDR Process shall not be charged a fee to participate in the IDR Process.

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ELECTION RULES

Adopted by the BOD on September 2, 2021

Rules for Elections by Secret Written Ballot

1. Actions Requiring Approval by Secret Ballot:

The following actions must be approved by secret written ballot:

- a. Increases in regular assessments of greater than 20% or special assessments greater than 5%;
- b. Amendments to the Articles of Incorporation, Bylaws or CC&Rs;
- c. Grant of exclusive use of common area to an Owner;
- d. Selling property of the Association with a value exceeding five percent (5%) of the budgeted gross expenses of the Association for that fiscal year;
- e. Approval to file a Title 7 Claim;
- f. Elections and removal of Directors unless not required by law; and
- g. Any other matter which the Board of Directors, in its discretion, determines must be approved by secret written ballot.

2. Annual Meeting Date

- a. The Annual Meeting of the Members ("Annual Meeting") shall be held in a day and time to be determined by the Board, which shall not be a legal holiday.

3. Quorum

- a. As provided for in Section 6.4 of the Association's Bylaws is the presence at a meeting, represented in person or by proxy, of one-third (1/3) of the total number of votes by which may be cast by the Members. If quorum is not present or represented at any meeting, a majority of the Members present in person shall have the power to adjourn the meeting to another time with no notice other than an announcement at the meeting. The quorum for the reconvened meeting shall be twenty-five percent (25%); however, if fewer than one-third (1/3) of the total number of votes which may be cast by the Members are represented in person or by proxy, the only business that may be transacted are those items where were generally described in the notice of the meeting.

4. Equal Access to Media and Common Area

- a. **Equal Access to Association Media.** If any candidate or Member advocating a point of view is provided access to Association media, newsletters, or internet websites during a campaign, for purposes that are reasonably related to that election, all candidates and Members, including those not endorsed by the Board shall have equal access to such media, newsletters, or internet for purposes that are reasonably related to the election. The Association shall not edit or redact any content from such communications (except to the extent such content violates any applicable state, federal or local laws) but may include a statement specifying that the candidate or Member, and not the Association, is responsible for the content of such communication.
- b. **Access to Common Area Meeting Space.** All candidates (including those candidates who are not incumbents) and all Members advocating a point of view (including those not endorsed by the Board) shall have access to the Common Area, at no cost, for purposes reasonably related to the election.
- c. **Campaigning Conduct.** During campaigning, all candidates shall maintain professional decorum and shall not engage in conduct unbecoming of a Director. This includes, but is not limited to, the dissemination of false information and/or unsubstantiated claims about another candidate and/or Board member, as well as the use of ad hominem attacks, abhorrent language, and racial epithets. The foregoing is not meant to be an exhaustive list.

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5. Candidate Qualifications

Members seeking candidacy for a position on the Board must satisfy all of the following Candidate Qualifications at the time of nomination:

- a. **Record Owner:** The person must be the record owner of a Lot or Unit within the Association's development.
- b. **Current in Assessments:** The person must be current in the payment of regular and special assessments owed to the Association. This requirement does not apply in situations where (a) the Association's governing documents do not require sitting Directors to be current in the payment of regular or special assessments, (b) where the person wishing to be a candidate for the Board has paid the regular or special assessment under protest, or (c) where the person wishing to be a candidate for the Board has entered into a payment plan with the Association pursuant to California Civil Code section 5665.
- c. **Joint Ownership Interest:** The person, if elected, must not be serving on the Board at the same time as another person who holds a joint ownership interest in the same Lot or Unit as the person, and the other person is either a candidate for the current election or is an incumbent director.
- d. **Past Criminal Convictions:** The person must not have had a past criminal conviction that would, if the person is elected, either prevent the Association from purchasing fidelity bond coverage required by California Civil Code section 5806 or terminate the Association's existing fidelity bond coverage. Persons running for the Board shall disclose, at the time of nomination, the existence of any past criminal convictions.
- e. **Title in Name of Company.** If title to a Lot or Unit is held by a legal entity (e.g., Corporation, Limited Liability Company, Limited Partnership, etc.), the governing authority of that legal entity shall have the power to appoint a natural person to be a Member for purposes of being a candidate for the Board.
- f. **Disqualification & IDR.** The Association shall not disqualify a person from nomination if the person has not been provided the opportunity to engage in Internal Dispute Resolution ("IDR") with the Association, in accordance with the Association's established IDR Procedures. The Nomination Form may include an offer of IDR to all persons who may be subject to disqualification due to their failure to meet the Candidate Qualifications at the time of nomination.

6. Nomination Procedures

- a. **Notice of Nomination Form & Nomination Deadline.** Not less than thirty (30) days before the nomination deadline, the Association shall provide via general delivery a "**Nomination Form**" that discloses the nomination procedures and nomination deadline. The deadline for submitting a nomination ("**Nomination Deadline**") shall not be less than thirty (30) days before ballots are distributed. The Nomination Form shall be delivered by individual notice pursuant to California Civil Code section 4040 if requested by a Member.
- b. **Nomination Procedures.** Provided that Members seeking candidacy for a position on the Board satisfy the Candidate Qualifications at the time of nomination, such Members may be nominated or nominate themselves by the following procedures:
 1. **Written Nominations.** Candidate nominations must be submitted in writing, via the Nomination Form, to the Association's community manager ("**Manager**") at any time prior to the Nomination Deadline. Failure to submit a Nomination Form to the Manager prior to the Nomination Deadline will result in the candidate's name being omitted from the ballot.
 2. **Qualification of Nominees.** After collecting all properly submitted nominations, the Board, the Manager at the Board's direction, or a Nominating Committee established by the Board, shall: (1) confirm each nominated person's eligibility under these Election Rules; (2) confirm or cause to be confirmed each eligible nominee's acceptance of nomination (if nominated by someone other than the nominee); and (3) prepare or cause the preparation of correspondence to any nominee who was disqualified to run for the Board and the reason(s) for that decision.

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- a. The ballot or ballots; and
 - b. A copy of these Election Rules. For purposes of this subsection, the delivery of these Election Rules may be accomplished by either of the following methods: (i) Posting the Election Rules to an internet website and including the corresponding internet website address on the ballot together with the phrase, in at least 12-point font: "The rules governing this election may be found here:"; or (ii) individual delivery pursuant to California Civil Code section 4040.
 3. Receive reports of errors or omissions contained on the Candidate List and Voter List (both defined elsewhere herein) and shall correct said errors within two (2) business days.
 4. 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.
 5. 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.
 6. Members requesting a ballot during the Annual Meeting may be required to provide the Inspector with proof of residency (e.g., a utility bill, driver's license, grant deed).
7. Secret Ballot Procedure
- a. **Elections Requiring Secret Ballots.** Pursuant to California Civil Code section 5100, the secret ballot procedures contained in these Election Rules shall be utilized for the following matters: (a) elections regarding assessments legally requiring a membership vote; (b) election and removal of directors; (c) amendments to the governing documents legally requiring a membership vote; and (d) grants of exclusive use of common area legally requiring a membership vote.
 - b. **Secret Ballot Requirements.** The secret ballot must satisfy the requirements set forth in the Civil Code and these Election Rules. Ballots shall not identify the voter's name, address or Unit number. The ballot itself shall 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 the voter's name and print their address within the Association. The outer envelope is pre-addressed to the Inspector(s) who will be counting the votes. The envelope containing the ballot shall then be hand delivered or mailed as set forth herein. A Member of the Association may request a receipt for delivery.
 - c. **Official Ballots Only.** Only official ballots will be counted. Any unauthorized reproduction of balloting materials, including, but not limited to, the ballot, will render the ballot "unofficial," and therefore will not be counted. 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.
8. Voting Procedure
- a. **Eligibility to Vote.** A person is eligible to vote if, at the time ballots are distributed, (i) the person is a Member of the Association, or (ii) the person has a general power of attorney for a Member. Members may cast one (1) ballot per Lot or Unit owned by that Member within the Association. If more than one (1) person is the record owner of a Lot or Unit, the vote for that Lot or Unit shall be decided by said parties between themselves. In the event one or more persons who share ownership of a particular Lot or Unit each cast separate ballots, the ballot received first by the Inspector shall be treated as the ballot representing that Lot or Unit.
 - b. **Casting of Ballots.** Ballots and related materials required for voting shall be sent to Members at least thirty (30) days, but not more than ninety (90) days, prior to the deadline for voting. Any ballots

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received after the applicable deadline will be disqualified and will not be counted by the Inspector. A Member 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. Members may cast their ballots by any one (1) of the following methods:

1. **Return by Mail Prior to Voting Deadline.** Members may mail their ballots to the location designated by the Inspector provided that any ballot so mailed is received no later than the close of business on the date designated for the deadline for voting.
2. **Physical Delivery Prior to Voting Deadline.** Members may deliver their ballots (or have their ballots delivered) to the location designated by the Inspector no later than the close of business on the date designated for the deadline for voting; or
3. **Deposit at Ballot Counting Meeting.** Members may deposit their ballots with the Inspector at the meeting in which votes are to be tabulated prior to the time set by the Inspector for the closing of the polls.

c. **Ballots are Irrevocable.** Once a ballot is received by the Inspector, it is irrevocable.

9. Proxies

a. **Proxies.** Each Member may vote by proxy except on the following proposals to be approved by the Members unless the general nature of the matter was set forth in the proxy:

- (i) Removing a director without cause;
- (ii) Filling vacancies on the Board;
- (iii) Amending the Articles;
- (iv) The sale, lease, conveyance, exchange, transfer or other disposal of all or substantially all of the Association's assets, or the approval of the principal terms of a merger or the amendment to the principal terms of the merger;
- (v) Approving a contract or transaction between the Association and one (1) or more directors, or between the Association and any entity in which a director has a material financial interest;
- (vi) Electing to wind up and dissolve the Association; or
- (vii) Approving a plan of distribution of assets, other than money, not in accordance with the liquidation rights of any class of Members (applicable only if the Association is in the process of winding up and there is more than one class of membership outstanding at the time).

b. **Proxy Requirements.** Each proxy shall (a) be in writing, (b) identify the person (the "**Proxyholder**") authorized to vote on behalf of the Member (the "**Proxygiver**"), (c) state the length of time the proxy is valid, (d) be signed by the Proxygiver, and (e) be filed with the Secretary of the Association. A proxy shall be deemed signed if the Proxygiver's name is placed on the proxy (whether by manual signature, typewriting, or otherwise) by the Proxygiver or the Proxygiver's attorney-in-fact. Only Members may serve as Proxyholders.

c. **Term & Duration.** No proxy shall be valid after the expiration of eleven (11) months from the date of the proxy unless otherwise provided in the proxy, except that the maximum term of any proxy shall be three (3) years from the date of execution. A proxy shall automatically terminate upon conveyance of the Proxygiver's Lot or Unit.

d. **Validity for Certain Matters.** No proxy shall be valid as to those matters described in California Corporations Code section 7613(g) unless it sets forth the general nature of the matter as required by Section 7613(g).

e. **Revocability.** A validly executed proxy that does not state that it is irrevocable shall continue in full force and effect unless revoked, prior to receipt of the Proxyholder's completed ballot by the Inspector, through any of the following methods: (a) the Proxygiver delivering written notice to the Inspector that the proxy has been revoked; (b) a subsequent proxy executed by the Proxygiver; (c) by

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the Proxygiver's personal attendance and request to vote at the meeting, prior to the distribution of a ballot to the Proxyholder by the Inspector; or (d) by the Proxygiver's return of a completed ballot to the Inspector, or (e) written notice of the death or incapacity of the Member received by the Association before the tabulation of votes.

- f. **Voting Instructions and Choice of Approval/Disapproval.** Any form of proxy distributed by any person to the Members shall afford the opportunity to specify a choice between approval and disapproval of each matter or group of matters to be acted upon, except that a candidate for election as a Director need not be named in the proxy or ballot. The proxy shall provide that where the Member specifies a choice the vote shall be cast in accordance with that choice. If the proxy is to be used in a vote held pursuant to the secret ballot procedure, any instruction to the proxyholder as to how to cast the Member vote(s) shall be set forth on a separate page and retained by the proxyholder. A proxy may be revoked as described in California Corporation Code section 7613(g) prior to the receipt of the ballot by the inspectors of elections.

10. Tabulation of Votes

- a. **Tabulation of Votes.** All votes shall be counted and tabulated by the Inspector in public at a properly noticed meeting of the Board for the Association and/or Members of the Association after the deadline for voting. Any Member of the Association may witness the counting and tabulation of the votes. No person shall open or otherwise review any ballot prior to the time the ballots are counted and tabulated by the Inspector. In an election of directors, the candidate(s) receiving the greatest number of votes shall be elected to office, and the number of candidates elected shall be dependent upon the number of seats open for election.
- b. **Tie Votes.** In the event of a tie vote among any number of the Candidates, another run-off election of only the candidates involved in the tie shall be held immediately following the announcement of the results. In this case, all Members voting in person and proxyholders in attendance shall re-register and upon which issued a new ballot marked with the word "RUN-OFF" and showing only the names of the candidates involved in the tie vote. Those voting in person and those holding proxies will then cast their ballots. These Rules shall apply in the run-off election and shall be enforced to the same degree as in any other election. The person receiving the highest number of votes will be elected.
- c. **Notice of Tabulated Results.** The results of the election, as tabulated by the Inspector, shall be (a) promptly reported to the current Board, (b) recorded in the minutes of the next meeting of the Board, and (c) be made available for review by Members of the Association. Within fifteen (15) days of the election, the Board shall give general notice of the tabulated results of the election.

CODE OF CONDUCT & ETHICS POLICY FOR
BOARD OF DIRECTORS MEMBERS

The Board of Directors has adopted the following code of conduct and ethics policy for its board members. This policy is intended to provide guidance with ethical issues and a mechanism for addressing unethical conduct.

A. BOARD RESPONSIBILITIES

The general duties for directors are to enforce all of the association's governing documents, collect and preserve the association's financial resources, insure the association's assets against loss, and keep the common areas in a state of good repair. To fulfill that responsibility, directors must:

- personally, comply with the HOA's rules and regulations,
- stay current with Homeowner Association dues,
- regularly attend board meetings,
- review material provided in preparation for board meetings,
- review the association's financial reports,
- make reasonable inquiry before making decisions, and
- respond to member inquiries during HOA meetings or through HOA Management

B. PROFESSIONAL CONDUCT

In general, directors must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the association.

1. **Private Gain.** Self-dealing occurs when directors make decisions that materially benefit themselves or their relatives at the expense of the association. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, special benefits, gifts or other item of value. Accordingly, no director member may:
 - solicit or receive any compensation from the association for serving on the board,
 - make promises to vendors unless with prior approval from the board,
 - solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the association,
 - seek preferential treatment for themselves or their relatives,
 - use association property, services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the association.
2. **Confidential Information.** Directors are responsible for protecting the association's confidential information. As such they may not use confidential information for the benefit of themselves or their relatives. Except when disclosure is duly authorized or legally mandated, no director may disclose confidential information. Confidential information includes, without limitation:
 - private personal information of fellow directors,
 - private personnel information of the association's employees,
 - disciplinary actions against members of the association,
 - assessment collection information against members of the association, and
 - legal disputes in which the association is or may be involved--directors may not discuss such matters with persons not on the board without the prior approval of the association's general counsel. Failure to follow these restrictions could constitute a breach of the attorney-client privilege and loss of confidential information.
3. **Accuracy of Information.** Directors may not knowingly misrepresent facts. All association data, records and reports must be accurate and truthful and prepared in a proper manner.

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4. **Interaction with Employees.** To ensure efficient management operations, avoid conflicting instructions from the board to management and avoid potential liability, directors shall observe the following guidelines: The president of the Board shall serve as liaison between the board and management and provide direction on day to day matters.
- Except for the president, directors may not give direction to management, employees or vendors.
 - Directors may not contact management after hours unless there is an emergency representing a threat of harm to persons or property.
 - If directors are contacted by employees with complaints, the employees shall be instructed to contact management or the Board as a whole.
 - No director may threaten or retaliate against an employee who brings information to the board regarding improper actions of a director.
 - Directors are prohibited from harassing or threatening employees, vendors, directors, committee members, and owners, whether verbally, physically or otherwise.
5. **Professional Behavior.** Directors are obligated to act with proper decorum. Although they may disagree with the opinions of others on the board or committees, they must act with respect and dignity and not make personal attacks on others. Accordingly, directors must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the association. Directors shall act in accordance with board decisions and shall not act unilaterally or contrary to the board's decisions.

C. WHEN CONFLICTS ARISE

Situations may arise that are not expressly covered by this policy or where the proper course of action is unclear. Directors should immediately raise such situations with the board. If appropriate, the board will seek guidance from the association's legal counsel.

1. **Disclosure & Recusal.** Directors must immediately disclose the existence of any conflict of interest, whether their own or others. Directors members must withdraw from participation in decisions in which they have a material interest.
2. **Violations of Policy.** Directors who violate the association's ethic's policy are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to:
 - censure,
 - removal from committees,
 - removal as an officer of the board,
 - request for resignation from the board,
 - recall by the membership, and
 - legal proceedings.

Prior to taking any of the actions described above, the board shall appoint an executive committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the director/committee member believed to be in violation, confer with the association's legal counsel, and present its findings and recommendations to the board for appropriate action. The board shall endeavor to meet with the director/committee member in executive session prior to imposing disciplinary action against that person.

**CODE OF CONDUCT & ETHICS POLICY FOR
COMMITTEE MEMBERS**

The Board of Directors has adopted the following code of conduct and ethics policy for its committee members. This policy is intended to provide guidance with ethical issues and a mechanism for addressing unethical conduct.

A. COMMITTEE RESPONSIBILITIES

The general duties for committees are to assist the Board of Directors, based on their established charters.

B. PROFESSIONAL CONDUCT

In general, committee members must conduct all dealings with vendors and employees with honesty and fairness, and safeguard information that belongs to the association.

1. **Private Gain.** Self-dealing occurs when members make decisions that materially benefit themselves or their relatives at the expense of the association. "Relatives" include a person's spouse, parents, siblings, children, mothers and fathers-in-law, sons and daughters-in-law, brothers and sisters-in-law and anyone who shares the person's residence. Benefits include money, privileges, special benefits, gifts or other item of value. Accordingly, no committee member may:
 - solicit or receive any compensation from the association for serving on the committee,
 - make promises to vendors unless with prior approval from the board,
 - solicit or receive, any gift, gratuity, favor, entertainment, loan, or any other thing of value for themselves or their relatives from a person or company who is seeking a business or financial relationship with the association,
 - seek preferential treatment for themselves or their relatives,
 - use association property, services, equipment or business for the gain or benefit of themselves or their relatives, except as is provided for all members of the association.
2. **Confidential Information.** Committee members are responsible for protecting the association's confidential information. As such they may not use confidential information for the benefit of themselves or their relatives. Except when disclosure is duly authorized or legally mandated, no director may disclose confidential information. Confidential information includes, without limitation:
 - private personal information of fellow directors or committee members,
 - private personnel information of the association's employees.
3. **Accuracy of Information.** Committee members may not knowingly misrepresent facts. All association data, records and reports must be accurate and truthful and prepared in a proper manner.
4. **Interaction with Employees.** To ensure efficient management operations, avoid conflicting instructions from the committees to the board and management and avoid potential liability, Committee members shall observe the following guidelines: The chair shall serve as liaison between the committee and the board or management.
 - Committee members may not give direction to management, employees or vendors, unless instructed by the Board.
 - Committee members may not contact management after hours unless there is an emergency representing a threat of harm to persons or property.
 - If committee members are contacted by employees with complaints, the employees shall be instructed to contact management or the Board as a whole.
 - No committee member may threaten or retaliate against an employee who brings information to the board regarding improper actions of a director.
 - Committee members are prohibited from harassing or threatening employees, vendors, directors, committee members, and owners, whether verbally, physically or otherwise.

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5. **Professional Behavior.** Committee members are obligated to act with proper decorum. Although they may disagree with the opinions of others on the board or committees, they must act with respect and dignity and not make personal attacks on others. Accordingly, committee members must focus on issues, not personalities and conduct themselves with courtesy toward each other and toward employees, managing agents, vendors and members of the association. Committee members shall act in accordance with committee and board decisions and shall not act unilaterally or contrary to the committee or board's decisions.

C. WHEN CONFLICTS ARISE

Situations may arise that are not expressly covered by this policy or where the proper course of action is unclear. Committee members should immediately raise such situations with the board. If appropriate, the board will seek guidance from the association's legal counsel.

1. **Disclosure & Recusal.** Committee members must immediately disclose the existence of any conflict of interest, whether their own or others. Committee members must withdraw from participation in decisions in which they have a material interest.
2. **Violations of Policy.** Committee members who violate the association's ethic's policy are deemed to be acting outside the course and scope of their authority. Anyone in violation of this policy may be subject to immediate disciplinary action, including, but not limited to:
 - Censure
 - Removal from committees
 - Legal proceedings.

Prior to taking any of the actions described above, the board shall appoint an executive committee to investigate the violation. The committee shall review the evidence of violation, endeavor to meet with the director/committee member believed to be in violation, confer with the association's legal counsel, and present its findings and recommendations to the board for appropriate action. The board shall endeavor to meet with the director/committee member in executive session prior to imposing disciplinary action against that person.

ELECTRONIC COMMUNICATIONS POLICY

Adopted by the BOD on September 2, 2021

Corporation's code permits community associations to distribute communications to homeowners via email or other electronic means.

Consent and Acknowledgement

You may opt in to electronic delivery of Association's communication by providing written confirmation. Written confirmation can be provided by completing the Electronic Consent Form via email or standard mail to the Management Company. Completing and submitting this form is confirmation that you agree to the delivery, via the internet to an email address you designate, of all Association communications or email notifications that documents are available for retrieval on the secure members section of the Association's website, via the delivery option determined by the Board of Directors. You also confirm you are able to access and retain electronic communications from the Association. According to the law, communications sent to you via email are deemed received at the time they are sent.

Consent to receiving electronic communication does not include electronic billing and electronic statements. These options are available through the Management company.

Withdrawing Consent

You may withdraw your consent by opting out of electronic consent delivery by contacting the Management Company. The legal validity of prior electronic communications will not be affected if you withdraw your consent.

Hardware and Software Requirements

No particular computer system is required in order to consent to receive electronic communications. Retrieval of confidential Association documents on public computers is strongly discouraged and should be avoided whenever possible. If you do retrieve anything on a public computer, please be sure to log off completely after using the computer.

Paper Copies

You may request a paper copy of any document sent to you via email. If you want to obtain a paper copy, please contact the Management Company. The costs of association documents shall not exceed the costs permissible under Civil Code 5205 and shall be made payable to the Association's management company.

Updating Contact Information

You are responsible for ensuring that the Association has your current email address for purposes of receiving electronic communications. If your email address changes, please contact the Management Company. If you fail to notify us of any change in your email address, you agree that we may provide electronic communications to you at the email address maintained in our records and provided by you.

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ENFORCEMENT AND FINE POLICY

Adopted by the BOD on September 2, 2021

All Owners, tenants, residents and guests are required to abide by these Rules and Regulations. The Management Company, acting on behalf of the Association, has been instructed by the Board to require the compliance of persons within the Community with the provisions of the Rules and Regulations, Architectural Guidelines, CC&Rs, and Bylaws. Anyone refusing to do so may face corrective action decided by the Board.

Complaint(s) of alleged violation(s) of the Bay 37 Owners Association will be processed according to the following procedure:

1. We recommend that you first discuss the issues and concerns with the offending party.
2. If a resolution is not attained, the reporting party should submit a written report to the Management Company.
3. A warning letter may be sent to the offending party based on a single written report.
4. If the violation is verified by Management, Committee Members, the Board of Directors, or any other Member of the Association, a violation letter will be sent to the offending party.
5. If the violation is not addressed, a hearing may be called by the Board of Directors where the following may be imposed: monetary penalties; suspension of voting rights; suspension of use of Common Area or Association Property, facilities/amenities, commencement of legal or equitable action for damages, injunctive relief or both.
 - a. A hearing letter will be sent to the offending party at least fifteen (15) days prior to the meeting date.
 - b. The hearing will be conducted in executive session.
 - c. The Board's decision will be sent in writing within fifteen (15) days following the hearing.

Please read the Governing Documents carefully. If you unknowingly break any rule, and the Management Company or Board brings it to your attention, please respect their wishes, as they are acting on behalf of the Association. Please contact the Management Company if you have any further questions.

FINE POLICY

After Notice and a Hearing, as set forth in the Enforcement Policy, the following disciplinary action may be imposed against a member for a violation or violations of the Association’s governing documents, Architectural Guidelines and community policies and restrictions:

LEVELS OF FINE PROGRESSION

- 1st Fine – \$100.00
- 2nd Fine – \$200.00
- 3rd Fine – \$300.00
- 4th Fine – \$500.00

Fines may continue at \$500 for repeat future occurrences.

VIOLATION FINE & CONTINUING ENFORCEMENT GUIDELINES

The following items are examples, and are not limited to:

- Trash
- Signs
- Nuisance (varies with impact)
- Unsightly Items
- Animal Nuisances
- Vehicle Repairs
- Unapproved Moves or Large Deliveries
- Satellite Dish (Installation location)
- Business conducted from Residence (varies with impact)
- Parking Violation
- Window Coverings
- Holiday Lighting and décor
- Stored Items
- Prohibited Vehicles, Trailers, Boats (etc.)
- Unapproved Improvement (varies with impact)

A continuing violation is a violation that has never been cured and continues to exist or a violation that is repeated after being cured as a result of receipt of a Notice of Hearing. If a violation is cleared and it re-occurs within six months, the offending homeowner will be invited to the next hearing rather than restarting the process.

The Board reserves the right, at any time during the enforcement process, to turn the violation matter over to the Association’s legal counsel for enforcement via alternative dispute resolution and/or litigation.

*Fine may be modified based on specific circumstances and facts, e.g. history of violation, cooperation by homeowner and multiple violations.

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PARKING POLICY

Adopted by the BOD on TBD

Vehicles found in violation of these policies are subject to tow at the vehicle Owner's expense, pursuant to CA Vehicle Code 22658.

Purpose of the following policies: It is the Board of Directors' intent to establish a fair parking policy intended to permit sufficient parking for residents and guests throughout Bay 37 Owners Association at all times. Owners and residents are asked to fulfill their obligations to all others within the community by adhering to the Governing Documents that were agreed to at the time of purchase. Please respect these rules and recognize that what each resident does or does not do can adversely affect a friend or neighbor.

RULES AND GUIDELINES:

1. No boat, trailer, camper, commercial vehicle, mobile home, recreational vehicle or any inoperable vehicle shall be parked or stored on Common Area.
2. Garages or parking spaces may not be sufficiently large to accommodate larger vehicles, no vehicle may be parked in a garage or parking space unless it fits.
3. No vehicle may be parked in a garage in a manner which prevents closing of the garage door.
4. No garage shall be used for residential or storage purposes or any other purpose which would restrict the parking and the number of motor vehicles for which the garage was designed.
5. The portion of a garage not used for motor vehicle(s) may be used for storage of furniture or other household goods, granted that the number of vehicles for which the garage was designed can still be parked in the garage.
6. No inoperable or unsightly vehicles shall be allowed in the Project.
7. Moving vans, delivery trucks and other similar vehicles shall be permitted upon the Common Area in the course of their normal business operations.
8. Parking in fire lanes is prohibited. Parking in Handicapped Zones without authorized placards or stickers, blocking Handicap Ramps, vehicles parked blocking ingress or egress to the community, vehicles parked in front of the garage entrance, on sidewalks or streets, or in fire lanes, will result in the vehicle being towed immediately, without notice.
9. Vehicles shall not be parked in "no parking zones". These zones may be identified by signs, painted or marked curbs, or both. Vehicles parked in such areas for any period of time shall be ticketed and/or towed at the vehicle owners' expense, which may occur immediately without advance notice to vehicle owners.
10. No resident may park any vehicle in any space designated as "guest parking."
11. Owners may have to park outside of the Association Property. The Association is not responsible for injuries, theft, property damage or other criminal acts. Nor shall the Association remediate or otherwise compensate for any efforts of or conditions related to the parking and vehicular guidelines.
12. Washing any type of vehicle in the garages or anywhere within the Project.
13. No person may repair, maintain or restore any vehicle in garages or anywhere within the Project.
14. Owners are responsible for fines and compliance with the Bay 37 Owners Association Governing Documents of their tenants and guests. Registered vehicle owners are responsible for any costs relating to towing vehicle storage per California Vehicle Codes.
15. The Board has the right and power to enforce all parking and vehicle regulations applicable to the community, including the removal of violating vehicles from the garage or driveway and other portions of the community in accordance with California Vehicle Code section 22658.2 or

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other applicable laws. The Board has the power to establish additional guidelines concerning parking in the common area or association property, including designation "guest parking", and "no parking".

16. The applicable public agency shall be allowed to impose and enforce all provisions of the applicable California Vehicle Code sections or local ordinances on any public or private streets contained within the Association.
17. Guest Parking is for the use of resident guests only.
18. Each Household can register their guests through an online portal. Contact Seabreeze Management for this information.
19. Guest parking registration is limited to 10 entries per calendar month, up to 10 days or 10 vehicles per calendar month.

PARKING ENFORCEMENT

1. Parking may be monitored and enforced by the Association's hired Patrol Service.
2. To report garage and/or parking violations, please contact the Management Company.
3. All complaints must be in writing from a unit owner and signed by the owner. Anonymous or verbal complaints will not be accepted.
4. No vehicle may be towed from Common Areas unless the Association's designated agent or representative has authorized the towing of the vehicle with the towing company, (unless the vehicle is parked in a fire lane, and it has been determined that a violation warrants towing and arranges for same). Owners of assigned parking spaces may call for vehicles to be towed from their parking space. The towing company will document the violation with pictures and any necessary supporting documentation.

Any owner who feels their vehicle was improperly towed may file a written appeal to the Board of Directors through the Management Company. The appeal should include specific details as to why it is believed the tow was invalid due to there having been no violation of their Parking Policy. Tenants, guests and/or vendors must contact the unit owner who may initiate an appeal on their behalf.

NOTE: If your vehicle is towed from the Bay 37 Owners Association, DO NOT contact the Management Company. You must contact the towing company directly for information on recovering your vehicle. Please refer to the parking signs that shall be posted within the community.

TOWING AUTHORITY

Any vehicle wrongly parked within the Development may be towed in compliance with the requirements and procedures of Vehicle Code section 22658 or any successor statute thereto. In addition, and without limiting the foregoing or any other right or remedy available to the Board, the Board may impose monetary penalties for violation of any parking restrictions or Rules.

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RENTAL POLICY

Adopted by the BOD on September 2, 2021

Except where expressly prohibited by law, local ordinance, or other applicable statute, Owner's as defined in the CC&R's may lease or rent Units provided the Owner is in compliance with this Policy. Conformance with Article 4.14 of the Bay 37 Owners Association Declaration, any Owner may lease such Owner's Unit subject to the following:

1. No Owner shall be permitted to lease or rent a Condominium or an "accessory dwelling unit" or "junior accessory dwelling unit" as defined in California Government Code Sections 65852.2 and 65852.22, (each referred to as "**added unit**") for a period less than thirty (30) days or in violation of any agreement to which the Owner is a party.
2. Any lease is required to provide the terms of said lease shall be subject in all respects to the provisions of the Declaration and the Bylaws and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease or rental agreement.
3. Owners shall provide copies of the Declaration, Bylaws, Rules and Regulations and Architectural Guidelines to a tenant at the time the lease is executed. Owners will have a continued obligation to provide any updated documents to their tenants, if any.
4. All leases are required to be in writing, and a copy of such lease shall be provided to the Association.
5. The Owner of the leased Unit shall be liable for all acts or omissions, whether negligent or non-negligent, of the lessee, tenant, other residents of the Unit and their family's agents and invitees while present in the Community, and the Owner shall indemnify, defend and hold harmless the Association and the other Owners in the Community from any liability arising from any such acts or omissions.
6. All Assessments remain the responsibility of the Owner during the term of the lease or rental agreement.
7. Owners are responsible for providing the Association with their current contact information.
8. All rights to the use and enjoyment of Common Area, except as may be reasonably limited by the Operating Rules or as expressly limited in a lease or rental agreement, shall be exercised by the occupants, rather than by the Owner (unless the Owner is an occupant in which case the Owner shall also have a right to use and enjoyment).

Bay 37 Owners Association

SIGN POLICY

Adopted by the BOD on TBD

1. Pursuant to Section 4.15 of the CC&Rs, all signs displayed in the Project shall be attractive and compatible with the design of the Project and shall comply with all applicable state and federal laws and local ordinances.
2. The posting or displaying of non-commercial signs, banners, posters or flags within the Unit or from the Exclusive Use Common Area or Association Property or window of a Unit is permissible using the following guidelines:
 - a. Signs cannot be larger than 9 square feet.
 - b. Flags and banners may be no larger than 15 square feet.
 - c. Signs may be made of paper, cardboard, cloth, plastic or fabric.
 - d. Signs may not be made of lights, roofing, siding, paving materials, flora, balloons or similar materials and Owners cannot paint signs on exterior architectural surfaces.
 - e. Signs may be prohibited as required for the protection of public health or safety or if the posting or display would violate a local, state, or federal law.
 - f. Signs shall not be placed on Covered Property, which includes, and is not limited to, recreational facilities, parks, landscaping, median islands, parkways, poles and buildings.
3. The following criteria applies to "FOR SALE" or "FOR RENT" signs:
 - a. One (1) sign may be placed within the window of a Unit advertising the Condominium for sale or rent.
 - b. The sign shall be a single panel with no additional signs affixed to it. Only one (1) sign is allowed per Unit that is for sale or rent.
 - c. The sign has reasonable design and dimensions (which shall not exceed total dimension of eighteen (18) inches by thirty (30) inches in size) and does not adversely affect public safety, including traffic safety.

The sign shall not be placed on Common Area, which includes, and may not be limited to, landscaping, median islands, parkways, poles and buildings or other Common Area.
 - d. A-Frame style Open House signs within reasonable dimensions may be placed in front of building the day of Open House on weekends. Sign must be removed by the end of the Open House or end of the day, whichever comes first.

ADDITIONAL RESTRICTIONS

Adopted by the BOD on September 2, 2021

If any provision of the CC&R's, the Articles or the Bylaws is inconsistent with or materially alters any Rules or any information in the Bay 37 Owners Association Handbook, the CC&R's, the Articles and the Bylaws shall control to the extent of any such inconsistencies.

Residential Use

Each Unit may be used for (i) residential purposes, (ii) uses within Units which cannot be prohibited under federal or state law and (iii) uses permitted by local ordinance (provided that home occupations must be conducted in a manner that does not materially and adversely impact the ability of the other Owners to use and enjoy the Project). Otherwise, no business of any kind shall be established, operated, permitted or constructed in any portion of the Project, except for the business of Declarant in completing the development and disposition of the Condominiums in the project.

No Owner may permit or cause anything to be done or kept in a Unit which might obstruct or interfere with the rights of other Owners, or which would be noxious, harmful or unreasonably offensive to other Owners. Each owner shall comply with all the requirements of all federal, state and local government authorities, and all laws, ordinances and regulations to all Owner's Condominium.

Nuisance

No noxious or offensive activity shall be carried on in any Condominium or any part of the Project, nor shall anything be done thereon which may be, or may become, an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment or each of the Owners of such Owner's respective dwelling Unit, or which shall in any way increase the rate of insurance.

Animals

Per Section 4.3 of the CC&Rs: Normal and customary household pets may be maintained within the Development in compliance with all local ordinances and the following conditions:

1. No animals may be kept for commercial purposes.
2. No dog shall be allowed in the Common Area unless its under the control of a responsible person by leash or other means.
3. Each Owner or Invitee shall clean after its pet so that the Common Area is in the same condition it was in immediately preceding its use by any pet permitted on the Common Area by the Owner or Invitee.
4. An Owner may keep not more than (a) two dogs; or (b) two cats; or (c) one dog and one cat or other customarily uncaged household pet within the Owner's Condominium unless otherwise authorized in writing by the Board. Each Owner may also keep a reasonable number of small caged animals, birds or fish.
5. The Board shall have the right to prohibit the keeping of any pet which, after Notice and Hearing, is found to be a nuisance to other Owners.
6. Notwithstanding the limitations on numbers and types of animals mentioned above, the Board shall make reasonable accommodations allowing a person who resides in a Residence and has a legally recognized disability to keep service animals in their Residence on receipt or reasonable evidence:
 - a. That the person has a legally recognized disability
 - b. That the service animal is properly trained to provide a necessary service for the disabled person

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- c. Showing that the animal meets the criteria for service animals set forth in state and federal law and regulation.

Antennas

Per Section 4.4 of the CC&Rs: No outside television antenna, microwave or satellite dish, aerial, other such device (collectively "Video Antennas") with a diameter or diagonal measurement in excess of one (1) meter shall be erected, constructed or placed on any Exclusive Use Common Area or any other portion of the Common Area. Video Antennas with a diameter or diagonal measurement of one (1) meter or less may be installed only if they conform to the Architectural Standards and, if then required by the Architectural Standards, any necessary approval is obtained in accordance with the provisions of Article XII of the CC&Rs. Reasonable restrictions which do not significantly increase the cost of the Video Antenna system or significantly decrease its efficiency or performance may be imposed.

Barbecues

No wood burning or charcoal barbecues or fire pits are allowed at any time within any Balcony or Porch. Gas or propane operated barbecues are allowed within Balconies, Porches and Yards if permitted by applicable laws and ordinances.

Drones

No drones may be operated within the Project by an Owner or Invitee in a manner which invades the privacy of Owners or residents.

Sports Equipment

Per Section 4.19 CC&Rs: No basketball standards, fixed sports apparatus or similar equipment shall be attached to the exterior of any Unit or permanently placed within any Exclusive Use Common Area, except in accordance with the provision of Article XII of the CC&Rs. Portable or movable basketball equipment or other movable sports apparatus may not remain overnight where Visible from adjacent Units or streets without prior approval of the Board.

Window Coverings

Per Section 4.25 of the CC&Rs, all window coverings shall be installed within ninety (90) days after the conveyance of the Unit. The use of aluminum foil, newspaper, paint, reflective tint as window covering, or any other material deemed unattractive by the Association in its Architectural Guidelines or Rules and Regulations is prohibited. The Association has the power to permit temporary window coverings, such as white or pastel color sheets, up to 90 days after close of escrow and pending the installation of drapes, curtains, shutters or other appropriate interior window coverings.

Holiday Decorations

Outdoor holiday decorations, if permitted, or indoor holiday decorations that are visible from outside, shall be limited to a reasonable period of time prior to the date of the holiday, as determined by the Association, and shall be removed within no more than thirty (30) days after such holiday.

The following holiday decorations policy is designed to help avoid adverse visual impact and insure the safety of all the homes and residents:

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1. The acceptable time frame for winter holiday decorations is from the day after Thanksgiving until January 15th. All other decorations must be displayed no more than fifteen (15) days prior to the day of the holiday and must be removed within seven (7) days of the holiday, unless prior written authorization has been granted by the Association to remove them at a later date.
2. No nails, screws, pins or any device that punctures the outer surface of any part of the structure may be used when installing holiday decorations or any other materials at any time. If tape is used, it must be low adhesion tape such as painter's tape.
3. Residents who do not comply will be sent a violation notice.
4. All holiday lighting must have the "UL" or comparable rating. Outdoor lights must be designed for outdoor use.
5. Please ensure that holiday lights do not disturb other residents.
6. Holiday decorations can only be displayed in owner's Unit or Exclusive Use Balcony or Patio Area provided the holiday decorations do not penetrate or damage common area surfaces.

Vehicle Maintenance

There shall be no maintenance or repairs performed on any vehicle in the Association.

There shall be no washing of any vehicle within the Development at any time.

Alterations, Modifications or Additions

There shall be no alterations, modifications or additions made to the Residence or any Improvement thereon except in compliance with the provisions of CC&Rs Article 5.5 and/or Architectural Guidelines. Any improvements must follow the application and approval process as stated in the Architectural Guidelines.

Compliance with Law

No Owner shall permit anything to be done or kept in his or her Residence that violates any Applicable Law. Nothing shall be done or kept in any Residence that might increase the rate of or cause the cancellation of any insurance maintained by the Association.

Sound Transmission

Pursuant to Section 4.10 of the CC&Rs: Each Residence has been designed to meet the acoustical building code standards in effect at the time it was constructed. Units are not designed to be soundproof and the applicable standards only establish a minimum performance criteria and are not designated to eliminate all noise transmissions. Occupants will hear noise from other Units and from areas outside the building, including, but not limited to, noise from audio equipment, televisions, instruments, foot traffic within or outside the building, talking, the operation of plumbing fixtures, trash disposals and other appliances, vehicle traffic, sirens, street noises and aircraft. Occupants must be considerate of one another and should reduce sound levels, particularly between the hours of 10:00 p.m. and 7:00 a.m., and limit noise generating activities such as vacuuming and the operation of other noisier appliances to daylight hours.

1. **Floors:** No alteration may be made to any floor covering in a Unit or on Exclusive Use Common Area without first obtaining approval. The Association shall not approve any Alteration to a floor covering which may degrade acoustical standard of the original floor covering installed by the Declarant. The Association may require the Owner to produce a letter from an acoustical engineer which describes the existing floor covering and the proposed new floor covering and states that noise generated when the new floor covering is installed will be the same as or less than the noise generated while using the existing floor covering.

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2. Penetration of Ceilings and Perimeter: The ceiling and perimeter walls have been designed to satisfy specific building code requirements. Unless approved in accordance with the provisions of Article XII of the CC&Rs, Owners may not install any speakers, lighting, or other equipment within the ceilings or perimeter walls of a Unit or cut, drill or otherwise penetrate the ceiling or perimeter walls within their Units. The preceding sentence shall not prohibit penetrations less than one-half (1/2") in diameter (i) to display objects on walls using picture hangers, (ii) to hang lighting that is not recessed, or (iii) to install towel rods and toilet paper holders.

Yards

Pursuant to Section 4.6 of the CC&Rs: Each owner shall be responsible for the general cleaning, maintenance and repair of such Owner's Exclusive Use Common Area patio, including regular cleaning of any drains, and maintenance, repair and replacement of the decking and waterproofing of such patios.

1. The installation of a new deck is an Improvement that is subject to the Architectural Committee's approval.
2. Each owner is to maintain the interior unfinished surfaces of the individual gate, fence and/or railings of such Owner's patio.
3. Owners with fencing that has been constructed between adjoining patios shall jointly assume the burdens and share the cost of reasonable maintenance and repair in proportion to such use.
4. Each owner shall have the right to furnish such Owner's patio with attractive outdoor furniture in keeping with the architecture of the Project and reasonable family use, and shall keep such patio in clean and sanitary condition.
5. In no event shall unsightly objects be laced or stored on a patio where they may be seen by other Owners from their Units, patios and/or yard or from Common Areas, or by the public in general.
6. Owners may use barbecues on their patios, but barbecues must be used in accordance with the Fire Code of the City of Walnut Creek.

Pursuant to Section 4.26 of the CC&Rs: The Owner of each Separate Unit which abuts a Yard is referred to as a "Maintenance Access Owner" and shall have limited right to use the Yard for Residence maintenance purposes as provided in this section. The Owner of each Separate Unit which includes a Yard is referred to in this Section as a "Yard Owner" and has the right of exclusive use of the Yard subject to limited right of the Maintenance Access Owner to use the Yard for Residence maintenance purposes as provided in this section.

1. The Maintenance Access Owner shall have the right to enter in and upon the Yard (including any deck or other platform within the Yard) solely as necessary or appropriate to maintain (a) the Maintenance Access Owner's Residence or (b) any storm drain Improvements constructed within the Yard for the benefit of the Maintenance Access Owner. Notice of entry shall be given to the Yard Owner by the Maintenance Access Owner at least ninety-six (96) hours in advance of entry except in an emergency when no notice is required. Notice may be written or verbal. Work may be performed only on weekdays between the hours of 7 a.m. and 6 p.m. unless otherwise agreed. The Maintenance Access Owner shall have no liability for damage or removal of any Improvement, including landscaping, which exists in the Yard in violation of this Section.
2. No Improvements may be built or placed within the Yard by the Yard Owner in violation of the following restrictions.
 - a. Items which are not part of the original construction by Declarant of the Yard Owner's Residence or which are constructed by Declarant within the Yard, are permitted, maybe

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- replaced by the Yard Owner in the same design and location as originally constructed by Declarant and shall not constitute a violation of this section.
- b. Except as provided in Paragraph (as), the only improvements that may be built or placed by the Yard Owner within the Yard within three (3) feet of the Maintenance Access Owner's Residence are (i) landscaping, or (ii) Porch/Balcony slabs or flooring which is no closer to the Maintenance Owner's Residence than twelve (12) inches. Notwithstanding (i) immediately preceding, any type of landscaping that has an invasive root system is also prohibited.
 - c. Nothing may be attached to, thrown against, placed against or permitted to climb up or along the Maintenance Access Owner's Residence including but not limited to wall climbing plants.
 - d. No combustible or flammable materials may be placed or stored in the yard within three feet (3') of the Maintenance Access Owner's Residence excluding gas or propane operated fire pits and barbecues.
 - e. The Yard Owner is responsible for collecting the storm water that falls or flows into the Yard in the storm drainage system as originally constructed by the Declarant. The grade and drainage may not be altered in any manner which may direct water towards a trap water against any Residence. All drainage within the Yard must direct all water away from the foundation of the Maintenance Access Owner's Residence. Any patio flooring or impervious surface installed within the yard must also cause water to drain away from both the Yard Owner's Residences and maintenance Access Owner's Residence.
 - f. All irrigation within the Yard must be installed and Maintained by the Yard Owner so that all water is directed away from the foundation of both the Yard Owner's Residence and the Maintenance Access Owner's Residence. Irrigation systems may not cause any portion of a Residence to be wet when the irrigation system is operating.
 - g. The Yard Owner shall Maintain all landscaping and other Improvements installed within the Yard.
 - h. Nothing may be placed upon, or under the Yard that will interfere with the rights of the Maintenance Access Owner to access and Maintain the exterior of the Maintenance Access Owner's Residence.
 - i. Enclosures for pets may not be placed within a Yard.

Storage of Waste Materials

Each Owner shall be responsible for the removal of all the trash and refuse from that Owner's unit. Trash containers may be placed out the night before trash pick-up day and must be removed by 5:00 PM on the day of trash pick-up.

COMMON AREA AMENITIES (ROOF DECKS)

The Association has common area roof decks on each of the Landing buildings, available to residents of that building on a first come first served basis.

The use of each these amenities are subject to the rules of the Association. The following rules apply to all amenities:

1. Use of roof deck is available on a first come first served basis
2. The Association reserves the right to limit, on a reasonable basis, the number of people using the Gateway Roof Deck at any given time. May not exceed the max occupancy posted due to Fire Dept. regulations or as otherwise established by the Association. The current maximum capacity per roof deck is 90 people.
3. Hours of use are from 8AM – 10PM.
4. Residents must be present at all times and are responsible for their guests, to include ensuring all guests comply with Association rules.
5. Residents must clean up after use.
6. Pets are not permitted at any of the common area amenities.
7. Smoking of any kind, to include electronic cigarettes is not permitted.
8. Residents must clean the grill and surrounding area after use.
9. Residents must remove any trash and food debris from grill and surrounding areas.
10. Residents must notify management when fire extinguisher is empty or missing.
11. Residents must be at least 18 years of age to use the BBQ Grill.
12. No amplified sound is permitted.
13. Capacity is no more than 90 people.

MOVE-IN/MOVE-OUT POLICY & LARGE DELIVERY POLICY

1. All move-ins, move-outs and large deliveries must be scheduled in advance with management.
2. All move-ins, move-outs and large deliveries must be facilitated through the stairwell unless otherwise approved by the Association. Elevators may not be used without prior approval from the Association.
3. The Association may require a security deposit or fees for moves and large deliveries.
4. Residents using third party vendors must provide the Association with a copy of their vendor's insurance certificate listing the Association and Management Company as additionally insured. Liability Coverage must be a minimum of \$1,000,000 and must have Workers Compensation when applicable.
5. Owners are responsible for ensuring the carpets and walls are covered appropriately and will be responsible for any damage to the common areas.
6. Large trucks may not be parked in alleyways blocking neighbors' driveways and garages and/or ingress and egress from the home.
7. After moving, all boxes and debris must be carried off-site and may not be left in common areas. When using the elevator for moving, or for large deliveries, protective blankets must be installed on the elevator walls. Contact Management for access to blankets. Reservations are advised