



February 10, 2026

To: Members of Bayview Condominium Association Inc.
From: Board of Directors

Re: **ANNUAL MEMBERSHIP MEETING - Thursday, March 19, 2026, at 7:00 PM in the recreation room**

We encourage you to attend the meeting. To ensure that a quorum is present so that the Annual meeting may proceed, and to avoid a **\$100 fine** for non-attendance, please:

complete and return the Proxy below

When completed, you may mail it to Davis Stirling Management or email it at dsmcorp@outlook.com. You may also choose to give it to one of the Board Members you know will be attending.

Included are the following documents:

- | | | |
|---------------------------|--------------------------|------------------------------|
| 1. Proxy (below) | 5. Reserve Study Summary | 9. ADR/IDR Summary & Notices |
| 2. Meeting Agenda | 6. Insurance Disclosure | 10. Rules & Regulation |
| 3. Last Year's Minutes | 7. Email Consent Form | 11. Fee Schedule |
| 4. Balance Sheet & Budget | 8. Collection Policy | 12. Pet Policy |



PROXY

Bayview Condominium Association Inc. "Association"

I/we, _____ (name), Association Member in good standing of the Association, do hereby revoke any previous proxies and designate _____ (if left blank or afore designee does not appear, the Association Secretary or Vice President (in that order of succession) will automatically become your appointed proxy) to act on my behalf at the Association meeting and any continuation or adjournment thereof, which is to be held on **March 19, 2026 at 7 PM**.

I/we authorize them to (check one):

- represent, vote, execute, consent and otherwise act for me in the same manner and with the same effect as if I/we were present for the matters as outlined above
- use my proxy for the purpose of a quorum only.

I/we authorize my/our proxy to substitute any other person to act under this proxy and to file with this proxy and substitution and revocation thereof, with the Secretary of Association at the call of the Meeting of the Board.

This proxy and the authority represented herein may be revoked at any time by the undersigned and unless revoked shall terminate eleven (11) months from this date **or** _____.

Signed: _____ Date: _____ Unit: _____

Bayview Condominium Association, Inc.
Board of Directors Annual Meeting
Notice and Agenda
Thursday, March 19, 2026, at 7:00 P.M. in Recreation Room

Open Forum – *“a medium in which the members may express opinions.”*

Each speaker may speak for **ONLY 5 minutes**. If there is time remaining and everyone has had a chance to speak, more time may be allotted to an individual. The Board will be listening and may or may not discuss concerns during Open Forum or the Board Meeting. There is a chance that something may be studied and put on the agenda for a future meeting.

Annual Board Meeting Agenda

I. Call to Order

- a. Establishment of a quorum.
- b. Ballot count.
 - i. Election results – As only one member volunteered to serve on the Board, no ballots will be issued for this year’s election. The nominee will be elected at the meeting and will replace one current Board member who has voluntarily resigned. The remaining members will continue to serve by acclamation.

II. Administrative

- a. Approval of the last annual Board of Directors Meeting held on 03/20/2025.
- b. Review of the most recent Financial Reports and reserves.
- c. Homeowner Communications and Newsletter topics.

III. Calendar

- a. Next Board Meeting date to be scheduled.
- b. Future meetings to be held virtually.

IV. Maintenance – issues, concerns, and significant expenses.

- a. Property repairs.
 - i. Landscape progress.
 - ii. Plumbing.
 - iii. Other issues.

V. New Business:

- a.

VI. Old Business:

- a. Janitorial service.
- b. Additional speedbumps installation.

VII. Executive Session:

- a. If needed.

Adjourn

Bayview Homeowners Association, Inc.

Annual Membership Meeting

Thursday March 20, 2025, at 7:00 P.M. Recreation Room

Meeting called to order by the President John Myers at 7:12 pm. Present were Secretary Jean Joh, Vice-President Susan Bosnich, Treasurer Jasmina Krsulich, and Member-at-large Angelica Cheung.

Open Forum – “a medium in which the members may express opinions.”

Each speaker may speak for **ONLY 5 minutes**. If there is time remaining and everyone has had a chance to speak, more time may be allotted to an individual. The Board will be listening and may or may not discuss concerns during the Open Forum or the Board Meeting. There is a chance that something may be studied and put on the agenda for a following meeting.

- A Member inquired about the EV charging electrical rates. From the floor, it was heard 34¢ per kWh.
- A Member reported stolen packages multiple times.
- A Member reported water collecting in buckets from 2 light fixtures.

Administrative

- Quorum is declared by the Secretary. Attendance was 67 in person or via proxy. 28 absent.
- The last Annual Meeting's Minutes were approved by the membership.
- President John Myers to step down at the end of the meeting as it coincided with the end of his term.
- From the floor, Member William Lam volunteered to serve on the Board and was elected by way of acclamation. The remaining Board Members remained incumbent as no additional interest to serve was noted.
- February financial reports were unavailable and will be reviewed at the next meeting.
- Fire hoses to be replaced after 5 years. Insurance is likely to increase. Fire Department was asked to inspect for fire hazard after tree trimming.
- EV charging will require frequent power shutdown.

Homeowner Communications and Newsletter topics.

Dumpsters are for routine trash disposal and not for large or hazardous material, such as mattresses, furniture, chemicals, and such. Grease and hair not to be flushed down the drain.

I. Calendar

Next Board Meeting was confirmed to be on **April 17, 2025**.

II. Maintenance – issues, concerns, and major expenses

- Property repairs and issues
 - Landscape progress - Redwood TS estimate for \$12.8K was approved. Only 1 Monthly gardening service estimate was received. The Board will interview the vendor to establish if twice a month service and a short-term trial is acceptable.
 - Laundry equipment - Laundry to be handles by Wash is still under consideration. Noted that Frontera side has plumbing issues. Keeping the existing equipped and adding Shine payment system will be considered.

III. New Business:

None noted.

IV. Old Business:

None noted.

V. Executive Session:

Meeting moved to executive session at 8:30 pm. Board Members Roles were assigned as follows: Susan Bosnich, President. Jean Joh, Secretary. Jasmina Krsulich, Treasurer, William Lam, Vice President. Angelica Cheung, Member-at-large.

Meeting adjourned at 8:50 PM

Attested to:

Date:

March 20, 2025.

Balance Sheet

Properties: Bayview Condominium Association, Inc. - 1550 Frontera Way Millbrae, CA 94030

As of: 01/31/2026

Accounting Basis: Accrual

Level of Detail: Detail View

Include Zero Balance GL Accounts: No

Account Name	Balance
ASSETS	
Cash	
CASH - OPERATING	
Enterprise Bank and Trust	96,325.87
Operating Account	8,444.87
Total CASH - OPERATING	104,770.74
CASH - RESERVES	
Heritage Bank of Commerce Reserve	138,751.81
Reserve Account	340,020.91
Bank of America Reserve	134,168.28
Morgan Stanley Reserve	362,201.65
Total CASH - RESERVES	975,142.65
Total Cash	1,079,913.39
Accounts Receivable	2,935.10
TOTAL ASSETS	1,082,848.49
LIABILITIES & CAPITAL	
Liabilities	
LIABILITIES & CAPITAL	
LIABILITIES	
Prepaid	7,390.28
Total LIABILITIES	7,390.28
Total LIABILITIES & CAPITAL	7,390.28
Total Liabilities	7,390.28
Capital	
CAPITAL	
Initial Equity	493,680.10
Transfer	-100,000.00
Interest On Reserve	1,189.52
Capital Reserve Contribution	3,000.00
Capital Reserve Fund Balance	717,023.56
Total CAPITAL	1,114,893.18
Calculated Retained Earnings	-2,901.14
Calculated Prior Years Retained Earnings	-36,533.83
Total Capital	1,075,458.21
TOTAL LIABILITIES & CAPITAL	1,082,848.49

Budget Detail

Davis Stirling Management Corp

Properties: Bayview Condominium Association, Inc. - 1550 Frontera Way Millbrae, CA 94030

Period Range: Jan 2026 to Dec 2026

Consolidate: No

Include Zero Balance GL Accounts: No

Account Name	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Total
Bayview Condominium Association, Inc. - 1550 Frontera Way Millbrae, CA 94030 - 2026 Proposed Budget													
Income													
HOA Dues	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	52,077.00	624,924.00
Power Generation Credit	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	250.00	3,000.00
Entry Devices	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	25.00	300.00
Laundry/Vending Income	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
Bank Interest	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	15.00	180.00
Washer Fee	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	120.00	1,440.00
Pet Fee	900.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	900.00
Move In/Out Fee	0.00	500.00	0.00	0.00	500.00	0.00	0.00	500.00	0.00	0.00	500.00	0.00	2,000.00
Total Budgeted Operating Income	55,387.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	656,744.00
Expense													
EXPENSES													
DIRECT EXPENSES													
Maintenance & Repair	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	2,000.00	24,000.00
Maintenance Supplies	0.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00	0.00	2,500.00	0.00	0.00	2,500.00	10,000.00
Janitorial	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	2,600.00	31,200.00
Elevator Maintenance	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	900.00	10,800.00
Gardening	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Tree	0.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	0.00	0.00	2,500.00	0.00	7,500.00
Pool Maintenance	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	100.00	1,200.00
Pest Control	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	175.00	2,100.00
Management	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	2,088.00	25,056.00

Budget Detail

Account Name	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Total
Fire & Alarm Maintenance	140.00	0.00	0.00	140.00	0.00	0.00	140.00	0.00	0.00	140.00	0.00	0.00	560.00
Insurance	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	8,500.00	102,000.00
Gas & Electric	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	4,400.00	52,800.00
Water	11,000.00	0.00	11,000.00	0.00	11,000.00	0.00	11,000.00	0.00	11,000.00	0.00	11,000.00	0.00	66,000.00
Trash Disposal	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	3,750.00	45,000.00
Telephone	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	325.00	3,900.00
Solar Panels	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	1,362.00	16,344.00
Total DIRECT EXPENSES	37,440.00	26,300.00	42,300.00	26,440.00	37,300.00	28,800.00	39,940.00	26,300.00	39,800.00	26,440.00	39,800.00	28,800.00	399,660.00
GENERAL & ADMINISTRATIVE													
EV Charging Lease	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	1,086.00	13,032.00
Legal	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	150.00	1,800.00
Accounting	0.00	0.00	0.00	1,750.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,750.00
Fees Taxes & Permits	0.00	0.00	250.00	0.00	0.00	0.00	250.00	0.00	0.00	0.00	0.00	0.00	500.00
Income Tax	0.00	0.00	0.00	2,000.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	2,000.00
Total GENERAL & ADMINISTRATIVE	1,236.00	1,236.00	1,486.00	4,986.00	1,236.00	1,236.00	1,486.00	1,236.00	1,236.00	1,236.00	1,236.00	1,236.00	19,082.00
PAYROLL EXPENSE													
Payroll	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	8,000.00	96,000.00
Payroll Taxes	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	3,000.00	36,000.00
Payroll Services	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	275.00	3,300.00
Employee Bonus	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	0.00	1,000.00	1,000.00
Workers Compensation Insurance	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	420.00	5,040.00
Total PAYROLL EXPENSE	11,695.00	12,695.00	141,340.00										
Total EXPENSES	50,371.00	39,231.00	55,481.00	43,121.00	50,231.00	41,731.00	53,121.00	39,231.00	52,731.00	39,371.00	52,731.00	42,731.00	560,082.00
Reserve Allocation	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	8,055.00	96,660.00
Total Budgeted Operating Expense	58,426.00	47,286.00	63,536.00	51,176.00	58,286.00	49,786.00	61,176.00	47,286.00	60,786.00	47,426.00	60,786.00	50,786.00	656,742.00

Budget Detail

Account Name	Jan 2026	Feb 2026	Mar 2026	Apr 2026	May 2026	Jun 2026	Jul 2026	Aug 2026	Sep 2026	Oct 2026	Nov 2026	Dec 2026	Total
Total Budgeted Operating Income	55,387.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	656,744.00
Total Budgeted Operating Expense	58,426.00	47,286.00	63,536.00	51,176.00	58,286.00	49,786.00	61,176.00	47,286.00	60,786.00	47,426.00	60,786.00	50,786.00	656,742.00
Net Operating Income	-3,039.00	7,701.00	-9,049.00	3,311.00	-3,299.00	4,701.00	-6,689.00	7,701.00	-6,299.00	7,061.00	-5,799.00	3,701.00	2.00
Total Budgeted Income	55,387.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	54,487.00	54,987.00	54,487.00	656,744.00
Total Budgeted Expense	58,426.00	47,286.00	63,536.00	51,176.00	58,286.00	49,786.00	61,176.00	47,286.00	60,786.00	47,426.00	60,786.00	50,786.00	656,742.00
Net Income	-3,039.00	7,701.00	-9,049.00	3,311.00	-3,299.00	4,701.00	-6,689.00	7,701.00	-6,299.00	7,061.00	-5,799.00	3,701.00	2.00



Bayview Condominium Association
Millbrae, CA
Level of Service: Update "No-Site-Visit"

Report #: 14259-18
of Units: 95

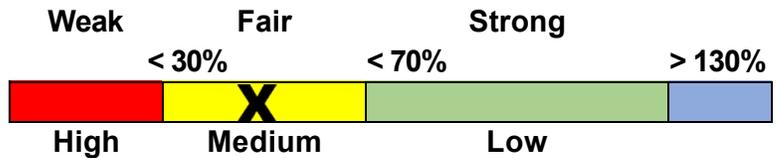
January 1, 2026 through December 31, 2026

Findings & Recommendations

as of January 1, 2026

Projected Starting Reserve Balance	\$1,078,134
Current Fully Funded Reserve Balance	\$2,238,953
Average Reserve Deficit (Surplus) Per Unit	\$.12,219
Percent Funded	48.2 %
Board Adopted 2026 "Monthly Fully Funding Contributions"	\$9,271
Recommended 2026 Special Assessments for Reserves	\$0
2025 Monthly Contribution Rate	\$.14,375

Reserve Fund Strength: 48.2%



Risk of Special Assessment:

Economic Assumptions:

Net Annual "After Tax" Interest Earnings Accruing to Reserves	2.50 %
Annual Inflation Rate	3.00 %

- This is an Update "No-Site-Visit" Reserve Study.
- This Reserve Study was prepared by a credentialed Reserve Specialist (RS).
- Because your Reserve Fund is at 48.2 % Funded, this means the association's special assessment & deferred maintenance risk is currently Medium.
- Your multi-year Funding Plan is designed to gradually bring you to the 100% level, or "Fully Funded".
- Based on this starting point, your anticipated future expenses, and your historical Reserve allocation rate, the Board adopted to decrease the Reserve allocations to \$9,271 Monthly.
- No assets appropriate for Reserve designation were excluded.
- We recommend that this Reserve Study be updated annually, with an on-site inspection update every three years.

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
Building Exteriors				
101	Balcony & Deck - Inspection	9	6	\$22,600
104	Balconies - Re-Coat	5	2	\$103,000
105	Balconies - Repair Allowance	10	7	\$256,000
325	Motion Sensor Lights - Replace (Partial)	10	0	\$2,110
503	Metal Fence/Rail - Replace	25	8	\$115,000
603	Tile Walls - Replace	50	12	\$180,000
702	Exterior Doors - Replace (Partial)	5	1	\$10,300
702	Frontera Main Entry Door - Replace	35	24	\$7,230
702	Vallejo Main Entry Door - Replace	35	24	\$7,230
719	Common Doors/Gates - Re-Key	8	1	\$12,600
1107	Metal Fence/Rail - Repaint	5	0	\$20,900
1115	Stucco - Repaint	12	0	\$148,000
1116	Wood Trim - Repaint	6	0	\$9,260
1117	Wood Shingle Siding - Repaint	6	0	\$62,500
1119	Wood Trim - Repair/Replace	6	0	\$14,500
1120	Shingle Siding - Replace	24	0	\$100,000
1301	Asphalt/Gravel Roof - Replace	20	4	\$648,000
1304	Comp Shingle Roof - Replace	40	23	\$84,500
1310	Gutters/Downspouts - Replace	40	38	\$42,300
Building Interiors				
326	Emergency/Exit Lights - Replace	20	15	\$15,100
330	Signage - Replace	20	0	\$6,800
403	Mailboxes - Replace	30	1	\$16,400
601	Carpet - Replace	12	0	\$187,000
602	Vinyl Flooring - Replace (Laundry)	25	10	\$6,800
602	Vinyl Flooring - Replace (Lobbies)	25	10	\$8,500
602	Vinyl Flooring - Replace (Trash)	25	10	\$3,090
710	Address Signs - Replace	20	0	\$5,410
901	Washers/Dryers - Replace (Frontera)	10	1	\$15,900
901	Washers/Dryers - Replace (Vallejo)	10	1	\$15,900
903	Furniture - Replace (Corridors)	5	0	\$6,130
903	Furniture - Replace (Rec Room)	5	0	\$8,580
909	Bathrooms - Refurbish	20	2	\$15,600
1110	Interior Surfaces - Repaint	12	0	\$72,000
1802	Elevator Cab - Remodel	20	0	\$27,600
Mechanical				
303	HVAC System - Replace (Rec Room)	30	1	\$12,200
305	Security System - Replace	10	0	\$25,900

#	Component	Useful Life (yrs)	Rem. Useful Life (yrs)	Current Average Cost
703	Entry Access System - Replace	15	0	\$10,300
703	Key Card Readers - Replace	25	7	\$15,800
705	Gate Operator - Replace (Frontera)	15	0	\$5,520
705	Gate Operator - Replace (Vallejo)	15	0	\$5,520
707	Trash Chutes - Replace	40	30	\$16,700
803	Tankless Water Heaters - Replace	20	10	\$99,300
807	Circulation Pumps - Replace	10	1	\$4,780
1801	Elevator - Modernize (Frontera)	40	27	\$230,000
1801	Elevator - Modernize (Vallejo)	40	22	\$230,000
1803	Fire Alarm System - Replace	20	10	\$33,300
1804	Fire Hoses - Replace	12	10	\$23,600
1811	Plumbing - Replace/Reline/Repair	10	4	\$16,900
1903	Flow Meter Alarm - Replace	12	0	\$3,040
Pool & Spa Area				
1200	Pool Deck - Replace (Partial)	16	7	\$20,800
1201	Spa Deck - Replace	25	21	\$11,200
1202	Pool - Resurface	16	7	\$28,500
1203	Spa - Resurface	8	4	\$11,300
1207	Pool Filter - Replace	15	3	\$3,400
1207	Spa Filter - Replace	15	3	\$2,520
1208	Pool Heater - Replace	15	3	\$7,210
1208	Spa Heater - Replace	15	5	\$7,210
1210	Pool/Spa Pumps - Replace (Partial)	3	0	\$4,070
1215	Control Panel - Replace	15	0	\$2,320
1219	Pool Furniture - Replace (Partial)	3	0	\$2,940
1901	Equipment Shed - Refurbish	40	34	\$7,600
General Common Areas				
103	Concrete/Brick Walks - Repair	5	3	\$10,000
106	Concrete Deck - Re-Coat	10	8	\$31,200
107	Terrace Deck - Seal/Repair	10	8	\$142,000
206	Garage Entry Drives - Repair	30	13	\$21,800
320	Pole Lights - Replace	30	18	\$20,100
330	Coach Lights - Replace	25	0	\$3,400
404	Benches - Replace	20	12	\$7,600
502	Chain Link Fence - Replace	50	2	\$12,600
1005	Landscaping - Replace (Partial)	2	0	\$17,500
1402	Monument Sign - Refurbish	20	2	\$6,900
1901	Planters - Waterproof	16	6	\$62,400
1902	Planters - Replant	16	6	\$18,700

73 Total Funded Components

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

6/25/2025

Bayview Condominium Association, Inc.
Civil Code 5300(b)(9) Disclosure Summary Form

Property: Sierra Specialty Insurance Company: 7/1/2025 - 7/1/2026

\$28,943,000 Special Form (wind included), 100% Replacement Cost with no co-insurance and a \$25,000 per unit Deductible per Occurrence. Equipment breakdown coverage included.

General Liability: Sierra Specialty Insurance Company: 7/1/2025 - 7/1/2026

\$1,000,000/\$2,000,000 per Occurrence/General Aggregate with a \$5,000 Deductible.
\$1,000,000 Non-Owned and Hired Automobile Liability is included in this policy.

Umbrella Liability: Federal Insurance Company: 7/1/2025 - 7/1/2026

\$15,000,000 Each Occurrence/General Aggregate with a \$0 self insured retention each occurrence.

Directors' and Officers' Liability: Continental Casualty Company: 7/1/2025 - 7/1/2026

\$1,000,000 per Occurrence/General Aggregate with a \$1,000 Retention per Occurrence.

Employee Dishonesty: Continental Casualty Company: 7/1/2025 - 7/1/2026

\$750,000 per Occurrence with a \$1,000 Deductible.

Workers' Compensation: No Coverage through our Agency.

Earthquake Insurance: No Coverage through our Agency.

Flood: no coverage through our agency.

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

*****For lender and/or unit specific Evidence of Insurance please call EOI Direct at 877-456-3643. For general proof of insurance please contact Socher Insurance at 877-317-9300*****

**EMAIL CONSENT FORM -
ANNUAL REQUEST FOR EMERGENCY INFORMATION -**

To Members: by signing this form, you will be (1) providing important contact information to be used in case of emergency and (2) saving the association printing and mailing costs by agreeing to accept email notices instead of mailed notices for items that would otherwise be provided by mail (those specifically named below). It is up to you to notify the association whenever your email address changes, and to settle with other owners of your unit or lot on one email address for communications related to your property.

Please complete the information below:

Homeowner Name(s): _____
e-mail address: _____
Mailing Address: _____
Property Address: _____
Daytime Phone number: _____ Evening: _____

You may opt out of having your information listed on the general membership list that is available upon a member's request by checking here /___/.

If home is rented, also provide the tenant contact information:

Tenant Name(s): _____
e-mail address: _____
Mailing Address: _____
Property Address: _____
Daytime Phone number: _____ Evening: _____

CONSENT TO RECEIVE DOCUMENTS AND NOTICES VIA EMAIL

Please be informed that:

I, the undersigned owner, hereby give consent to **Bayview Condominium Association Inc** to provide notices of the items listed below via email as an alternative to mail notices.

I certify that I am an owner of the property described below and that all owners of the property at the address listed below have authorized me to provide this written consent and the email address for communications on their behalf, which is:

[TYPE OR PRINT EMAIL ADDRESS CLEARLY PLEASE]

Be advised that you have the right to request that the documents also be transmitted in paper or other non-electronic form if you wish; and

1. The consent applies to all of the items listed below; and
2. The items will be sent to the Owner/Member who is named above; and.
3. This consent shall remain in effect until revoked in writing.

I understand that my signature must be authentic, either by returning an original signed document to the association or by affixing an authenticated digital signature to it and returning it by email.

Dated: _____ Signed: _____
[Owner Signature]

Collection and Delinquency Policy
Bayview Condominium Association Inc, "Association"

Prompt payment of Assessments by all owners is critical to the financial health of the Association and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation under the Declaration of Covenants, Conditions, and Restrictions (CC&Rs) and the California Civil Code to enforce the members' obligation to pay assessments. The policies and practices outlined 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 Civil Code Section 5730, the following are the Association's assessment practices and policies:

1. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied (Civil Code Section 5730).
2. Regular monthly assessments are due and payable on the first day of each month. **No statements are mailed, and it is the owner of record's responsibility to pay each assessment in full each month.** All other assessments, including special assessments, are due and payable on the date specified by the Board on the Notice of Assessment, which date will not be less than thirty (30) days after the date of notice of the special assessment.
3. Any payments made shall be first applied to assessments owed and only after the assessments owed are paid in full, shall such payments be applied to late charges, interest, and collection expenses, including attorneys' fees, unless the owner and the Association enter into an agreement providing for payments to be applied in a different manner.
4. Assessments not received within fifteen (15) days of the stated due date are delinquent and shall be subject to a late charge of ten percent (10%) of the delinquent assessment or ten dollars (\$10), whichever is greater.
5. An interest charge at the rate of twelve percent (12%) per annum will be assessed against any outstanding balance, including delinquent assessments, late charges and cost of collection, which may include attorneys' fees. Such interest charges shall accrue thirty (30) days after the assessment becomes due and shall continue to be assessed each month until the account is brought current.
6. If a special assessment is payable in installments and an installment payment of that special assessment is delinquent for more than thirty (30) days, all installments will be accelerated, and the entire unpaid balance of the special assessment shall become immediately due and payable. The remaining balance shall be subject to a late charge and interest as provided above.
7. A first notice of past due assessment ("late letter") will be prepared and mailed once an assessment becomes delinquent. A twenty-five-dollar (\$25) charge for the late letter will be made against the delinquent owner's account.
8. If an assessment is not received within **ten** (10) days after the assessment becomes delinquent, the Association or its designee, in the event the account is turned over to a collection agent, will send a pre-lien letter to the owner as required by Civil Code Section 5660 by certified and first class mail, to the owner's mailing address of record advising of the delinquent status of the account, impending collection action and the owner's right to request that the Association participate in some form of internal dispute resolution process ("IDR"). The owner will be charged a fee for the pre-lien letter. Notwithstanding the provisions of this Paragraph, the Association may (i) send a pre-lien letter to a delinquent Owner at any time when there is an open escrow involving the Owner's Unit/Lot, and/or (ii) issue a pre-lien letter immediately if any Special Assessment becomes delinquent.
9. If an owner fails to pay the amounts set forth in the pre-lien letter and fails to request IDR within thirty (30) days of the date of the pre-lien letter, the Board shall decide, by majority vote in an open meeting, whether to authorize ALS to record a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, against the owner's property. If the Association authorizes ALS to record a lien against the owner's property, the owner will be charged for the fees and costs of preparing and recording the lien. The lien may be enforced in any manner permitted by law, including, without limitation, judicial or non-judicial foreclosure (Civil Code Section 5735).
10. Once the matter has been transferred to ALS, ALS may be authorized to enforce the lien thirty (30) days after recordation of the lien and may be authorized to foreclose the lien by non-judicial foreclosure sale when either (a) the delinquent assessment amount totals One Thousand, Eight Hundred Dollars (\$1,800) or more, excluding accelerated assessments and specified late charges and fees or (b) the assessments are delinquent for more than twelve (12) months. You could lose ownership of your property if a foreclosure action is completed. You will be responsible for significant additional fees and costs if a foreclosure action is commenced against your property.
11. The decision to foreclose on a lien must be made by a majority of the Board of Directors in an Executive Session meeting and the Board of Directors must record their votes in the minutes of the next open meeting of the Board. The Board must maintain the confidentiality of the

delinquent owner(s) by identifying the matter in the minutes by only the parcel number of the owner's property. Prior to initiating any foreclosure sale on a recorded lien, the Association shall offer delinquent homeowners the option of participating in IDR or Alternative Dispute Resolution ("ADR").

12. An owner is entitled to inspect the Association's accounting books and records to verify the amounts owed pursuant to Corporations Code Section 8333.
13. In the event it is determined that the owner has paid the assessments on time, the owner will not be liable to pay the charges, interests, and costs of collection associated with collection of those assessments.
14. An owner has the right to dispute the assessment debt by submitting a written request for dispute resolution to ALS for delivery to the Association pursuant to Civil Code Section 5900 *et seq.*
15. An owner has the right to request alternative dispute resolution with a neutral third party pursuant to Civil Code Section 5925 *et seq.* before the association may initiate foreclosure against the owner's separate interest, except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
16. Any owner who is unable to pay assessments will be entitled to make a written request for a payment plan to ALS to be considered by the Board of Directors. An owner may also request to meet with the Board in executive session to discuss a payment plan if the payment plan request is mailed within fifteen (15) days of the postmark date of the pre-lien Letter. The Board will consider payment plan requests on a case-by-case basis and is under no obligation to grant payment plan requests. Payment plans shall not interfere with the Association's ability to record a lien on an owner's separate interest to secure payment for the owner's delinquent assessments. If the Board authorizes a payment plan, it may incorporate payment of ongoing assessments that accrue during the payment plan period. If a payment plan is approved, additional late fees from the homeowner will not accrue while the owner remains current under the terms of the payment plan. If the owner breaches an approved payment plan, the Association may resume its collection action from the time the payment plan was approved.
17. 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.
18. Prior to the release of any lien, or dismissal of any legal action, all assessments, late charges, interest, and costs of collection, including attorneys' fees, must be paid in full to the Association.
19. There is no right of offset. An owner may not withhold assessments owed to the Association on the alleged grounds that the owner is entitled to recover money or damages from the Association for some other obligation.
20. The Association shall charge the owner a Twenty-Five Dollar (\$25) fee for the first check tendered to the Association that is returned unpaid by the owner's bank and Thirty-Five Dollars (\$35) for each subsequent check passed on insufficient funds. If the check cannot be negotiated, the Association may also seek to recover damages of at least One Hundred Dollars (\$100), or, if higher, three (3) times the amount of the check up to One Thousand, Five Hundred Dollars (\$1,500) pursuant to Civil Code Section 1719.
21. Owners have the right to provide a secondary address for mailing for purposes of collection to the Association. The owner's request shall be in writing and shall be mailed to the Association in a way that shall indicate that the Association has received it. An owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the Association shall only be required to send notices to the indicated secondary address from the point the Association receives the request.
22. All charges listed herein are subject to change upon thirty (30) days' prior written notice.
23. Until the owner has paid all amounts due, including delinquent assessments, late charges, interest, and costs of collection, including attorneys' fees, the Board of Directors may suspend the owner's right to vote, and suspend the owner's right to use the Association's recreational facilities after providing the owner with a duly noticed hearing pursuant to Civil Code Section 5125. However, any suspension imposed shall not prevent the delinquent owner from the use, benefit, and pleasure of the owner's lot.
24. **Overnight mailing address assessments is Davis Stirling Management Corp, 530 El Camino Real #100, Burlingame, CA 94010**

SUMMARY OF ALTERNATIVE DISPUTE RESOLUTION REQUIREMENTS (Civil Code Section 5920 and 5965)

1. An association, owner or member of an association may not file an action in Superior Court seeking either: (a) declaratory or injunctive relief to enforce the governing documents, the Davis-Sterling Common Interest Development Act, or the Corporations Code, or (b) in conjunction with a claim for \$7,500 or less (other than assessments), unless the parties have endeavored to submit their dispute to alternative dispute resolution (ADR), which includes mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral party in the decision making process. The ADR process may be binding or non-binding.
2. This requirement does not apply to disputes within the jurisdiction of the Small Claims Court or disputes over assessments.
3. The ADR process is commenced by one party serving the other party with a Request For Resolution. It must contain the following:
 - a. A brief description of the dispute.
 - b. A request for ADR; and
 - c. A notice that the party receiving the Request For Resolution must respond within 30 days or the Request For Resolution will be deemed rejected.
 - d. If the person on whom the Request For Resolution is served is an owner, a copy of the statutes governing ADR.
 - e. Service of the Request For Resolution may be by personal delivery, first-class mail, express mail, facsimile or other means reasonable calculated to give the other party actual notice.
 - f. A party served with a Request For Resolution has 30 days to accept or reject the request. Failure to accept or reject is deemed a rejection.
4. If the Request For Resolution is accepted, ADR must be completed within 90 days from the date of acceptance. The deadline can be extended by a written agreement among all parties.
5. The costs of ADR shall be shared by the parties.
6. The time to file a civil action is suspended while ADR is pending.
7. Refusal to participate in ADR may result in the loss of the right to recover attorney fees in a subsequent Superior Court action.

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 YOUR RIGHT TO SUE THE ASSOCIATION OR ANOTHER MEMBER OF THE ASSOCIATION REGARDING ENFORCEMENT OF THE GOVERNING DOCUMENTS OR THE APPLICABLE LAW.

INTERNAL DISPUTE RESOLUTION (Civil Code 5915)

1. Either the association or the member may request that the other side meet and confer in an effort to resolve the dispute. The request must be in writing. The association may not refuse such a request, and the member may not be charged a fee to participate in the process.
2. The association must designate a board member to attend the meet and confer session.
3. The meeting must occur promptly at a mutually convenient time and place. At the meeting, the parties must explain their positions to each other and must confer in good faith in an effort to resolve the dispute.
4. If the parties agree on a resolution of the dispute, the agreement must be put in writing and signed by the parties. The agreement is binding and can be enforced by the courts if: a) it is not in conflict with the law or the governing documents, and b) the association's representative had the authority to enter into the settlement or the settlement is ratified by the board.

NOTICES TO MEMBERS

1. The Board does not anticipate a special assessment(s) at this time.
2. Reserve needs were calculated based on reserve study prepared by others.
3. All members have the right to use a 2nd address and receive copies of minutes of open board meetings, Annual Financial Report, and Annual Statements of Transactions with Interested Persons and of Indemnification which may be obtained by giving **Davis Stirling Management Corp** written-notice together with postage-paid self-addressed envelopes each year. Minutes will be posted on the bulletin board in the lobby.
4. Board of Director Minutes will be posted on the bulletin board.
5. No improvements or structure of any kind shall be commenced, erected, painted, or modified upon, outside, adjacent to or in conjunction with any Residential Unit until approved in writing by the Architectural Control Committee or by the Board of Directors. Noting is to be done within a unit which will change the outward appearance of the building or modify the acoustics of the dwelling which will constitute a nuisance.
6. If any document utilized in the governance of this association contains any restriction based on race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, generic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

7. Warning: This Building Contains Chemicals Known to the State of California to Cause Cancer, Birth Defects, and other Reproductive Harm. (Required disclosure for all California residential buildings)

Bayview Condominium Association

Rules & Regulations

Approved June 20, 2019

Amended December '20; March '21

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Bay View Homeowners' Association Condominium Rules & Regulations

The purpose of these rules and regulations is to protect all residents from annoyance and nuisance caused by improper use of the residential condominiums, and to protect the reputation and desirability thereof by providing maximum enjoyment of the premises. These rules and regulations may be amended by the Association of Homeowners as provided in the Bay Laws and Declaration of Covenants, Conditions and Restrictions (CC&Rs) of the Bayview Condominium Homeowners' Association.

The full authority and responsibility of enforcing these rules may and will be delegated to all condominium owners by the Board of Directors of the Homeowners' Association. All occupants, tenants, owners and their guests shall be bound by these rules and standards of reasonable conduct, whether covered by these rules or not.

Owners are responsible for providing tenants occupying a unit in the complex with the current edition of the Bayview Homeowners' Association Condominium Rules and Regulations as well as the Covenants, Conditions and Restrictions.

Note should be made that these rules apply to all persons residing or visiting the condominium units, whether referred to by male or female gender. Care has been taken to apply genders of both sexes to these rules.

Section I – Occupancy

1. All units in the complex shall be used solely for single family residence and shall not be used for business or other purpose. Unit shall not be rented UNLESS the total number of units rented is 28 or less (owners that purchased prior to 1/2/14 are exempt from this restriction).
2. The owner will maintain the interior of the unit in good repair and shall have the exclusive right to refinish and decorate the interior of the unit at his own expense. Drapery linings should be a beige or neutral color; other window coverings, such as Venetian or Levalor blinds should also be white or beige.
3. Each owner or tenant shall be accountable for the conduct and behavior of minor children and adults residing in or visiting in his unit. Children fourteen years of age and under are not permitted in the recreation areas (courtyard, swimming pool, barbecues and recreation room) unless accompanied by an adult. Children are not permitted to congregate or play in common areas such as corridors, stairways, elevators, parking garage and lobbies.
4. A Move-In and Move-Out fee of \$250 each, will be assessed for all moves.
5. 72 hours' notice must be given the building manager when sizable quantities of household goods or large furniture items are being moved in or out so that the elevator may be readied, and residents alerted. Move-Ins and Move-Outs using moving company vans should be scheduled for Monday through Friday, 9:00 a.m. to 5:00 p.m.
6. All new residents must contact the building manager within 15 days of occupancy so that the mailbox and entry intercom listings are posted, and the residents' listing updated.
7. Pursuant to California law, the Association must allow owners to keep pets but may limit the type and number of such pets as well as establish rules governing their behavior. Attached as Exhibit 1 is the Association's policy regarding pets.

Section II – Common Areas, Garbage, Laundries & Security

1. Each owner shall be liable to the Association for any damage to common areas or to any equipment due to negligence or willful misconduct of said owner or tenant, or his family relatives, guests or invitees, both minor and adult.
2. Sidewalks, passages, lobbies, stairways and corridors must not be obstructed or used for any purpose other than for ingress or egress.
3. Entry and exit doors shall be kept closed at all times and not propped open at any time. Stairwell doors are fire doors and must be kept closed at all times.
4. It is the responsibility of every person using a locked entry or exit door to ensure that is securely closed after use. Residents shall not permit the entry of unknown persons into the condominium complex. Residents observing suspicious entry of

person(s) onto the grounds or attempts at entry via any doors other than the front entry doors should contact the building manager or the police department to investigate. Tenants or owners are not to enter or exit the complex by climbing the fence, retaining walls at the rear and side of the building or climbing over patio railings.

5. BAYVIEW IS A NO SMOKING BUILDING; There is to be no smoking or vaping, medical or otherwise, anywhere on the property. Drinking and eating are not permitted in the lobbies, corridors, elevators, or laundry rooms.
6. All garbage deposited in the trash chute must be wrapped. Care should be taken not to dispose of trash in such quantity that it exceeds the diameter of the chute. Large boxes or bulky items should be carried to the trash bin room in the garage. Residents are requested to use the recycling bins for newspapers, cartons, bottles and cans which are located next to the trash bin rooms on the garage level. Unwanted items such as small furnishings, computers, lamps, hazardous material etc. should not be left outside the dumpster area. The garbage service will not pick up these items. Homeowners are responsible for disposing of these items themselves.
7. No flammable materials, oils or liquids such as gasoline, kerosene, naphtha or benzene, explosive or other materials deemed extremely hazardous to life or property are to be stored in the common storage rooms or in the garage. If any such chemical is on the premises, the building manager is to be alerted so that they can either be properly removed or disposed of.
8. Common storage rooms on each floor of the complex on both the Vallejo and Frontera sides are available for limited owner's use and convenience. Items placed in storage must be clearly marked to identify owner and unit number. The building manager and Board members have access keys. Management reserves the right to limit the number and type of items in storage on a case by case basis. The Association is not responsible for any loss or damage to anything stored in the common storage rooms. Residents store at their own risk. Abandoned items or unmarked items will be disposed of.
9. Residents are asked to be energy conscious by turning off electricity in the laundry rooms, common storage rooms, the hydro spa timer, as well as the gas fireplaces.
10. Residents are asked to remove clothes promptly from the washer and dryers. Both washing machines and dryers should be left clean for the next user which includes making sure that the washer tub is free of lint or other debris and the lint filters are cleaned after each user.
11. Shopping carts are provided for residents to use in delivering items to and from the garage to their units. Shopping carts are to be returned to the mail room immediately upon unloading. Shopping carts are not to be left in the resident's units for more than 15 minutes or left in the hallways where they are a safety hazard and obstruct resident's movement. Residents leaving unattended carts in hallways are subject to a fine pursuant to the attached fine schedule.
12. Soliciting and canvassing are not permitted in the complex at any time. Residents are encouraged not to permit entry to individuals who ring without first ascertaining their business and if it is for the purpose of solicitation or canvassing to refuse entry.

Section III: Use and Maintenance of Balconies

1. Balconies or patios shall **not** be used for storage, including without limitation, boxes, sports equipment or playthings, or for any purpose or activity inconsistent with life safety or security systems.
2. Only patio furnishings and accessories, such as plants, garden figurines, small barbecues and hummingbird feeders are permitted on balconies or patios. Bird feeders (seed) are not permitted as they have been found to attract field mice and roof rats.
3. Owners may not paint, alter, remodel, or structurally repair in any manner the balcony, patio, or storage area included in the portion of Exclusive Use Common Area assigned to the Owner's unit.
4. Patios and balconies are not to be used for drying or storage purposes of any kind. Textile items (towels, bathing apparel or clothing, brooms, mops, cartons, etc.) shall not be placed on patios or balconies or in front of the windows where they would be visible from outside the building or other units.
5. Nothing shall be swept or thrown from balconies, patios or windows. Note that burning cigarettes, struck matches and fireworks pose a fire hazard. Debris collected on balconies or patios should be swept into a dustpan and discarded.

6. All plants on patios or balconies must be placed in containers to prevent spillage of water or soil onto others' balconies or patios or the common areas. Care should be taken to prevent water from spilling over the edge onto another's patio or down the exterior of the building when scrubbing balconies.
7. Balconies and patios have a walking surface to which an elastomeric coating has been applied to prevent water infiltration into the supporting members. Homeowners will be responsible for any damage caused to the surface of the balcony or patio due to excessive watering or lack of proper ventilation.
8. Outdoor carpeting shall not be installed over the elastomeric topping. The warranty is void where carpeting or similar material is installed over the elastomeric topping. When carpeting is installed it prevents periodic inspection of the topping. Small hidden defects, if not timely repaired, can lead to high cost to correct dry rot of the structural system.
9. Planters may be placed on the elastomeric topping provided these provisions are followed:
 - a) Planters cannot sit directly on the elastomeric topping because the constant moisture causes premature deterioration of the topping. By setting the planters on wood sleepers or wheeled platforms normal air circulation dries the topping. This also makes cleaning of the deck surface much easier.
 - b) Pots and plants up to 8-inch square must set on 1 ½ -inch sleepers, platform or similar device which has a minimum of three (3) casters with minimum ½ wide rubber or plastic wheels. There must be a 1 ½-inch minimum clear air space between the underside of the planter support and the elastomeric topping.
 - c) Larger planters or pots must be on wheeled platforms to permit easy movement of the planters without damaging the elastomeric topping. Dragging heavy planters across the floor can damage the topping.
 - d) As a minimum, planters must be moved every six (6) months and the elastomeric topping cleaned in the area of the planter.
10. To maintain the appearance of the elastomeric topping, dust and dirt should be removed with clear water in the area of the planter. Unusual soiling of the topping from food spills, bird droppings, etc., should be cleaned up with a solution of dishwashing liquid and water. Generously rinse the washed area with clear water.
11. All deck furniture must have rubber or plastic furniture tips on the leg. Sharp metallic edges will damage deck topping.
12. Rips, punctures and abrasions to the topping must be repaired immediately to prevent damage to the deck structure. Any observed damaged to the elastomeric topping should be immediately reported to the Association.
13. Elastomeric toppings are essentially free of maintenance other than sweeping and cleaning. Slight water staining may occur in low spots if water is permitted to stand and evaporate. Usually, mild household detergent worked onto the surface with a deck broom followed by water rinsing is all that is required to remove such stains.
14. Patio screen doors and window screens are to be replaced at owner expense when needed and shall conform to the uniform color/type of screens used throughout the complex. For both patio screen doors and window screens get the "anodized bronze aluminum frame with charcoal black aluminum screen".
15. Barbecuing is permitted on balconies and patios, but extreme care should be taken. Only small 1# propane or electrical barbeques are permitted. Charcoal barbeques are **not** permitted due to the fire hazard. There are gas barbecues in the picnic area next to the swimming pool for resident use.

Section III – Use of Pools, Barbeques and Recreation Room

1. The use of the recreation areas (courtyard, swimming pool, hydro spa, barbecues and picnic tables, and recreation center) shall be limited to condominium residents, members of their families and guests only. All uses must be social in nature. No business meetings are allowed.
2. Residents are hereby notified, and they are obligated to notify their guests, that **THERE ARE NO POOL ATTENDANTS PROVIDED BY THE HOMEOWNERS' ASSOCIATION, AND USERS OF THE SWIMMING POOL AND HYDRO SPA DO SO AT THEIR OWN RISK.**
3. Use of the recreational areas is permitted as follows:

Courtyard, swimming pool, hydro spa, barbecues and picnic tables

- a. 8 a.m. – 10 p.m. Sunday through Thursday

- b. 8 a.m. – 11 p.m. Friday and Saturday
- c. Recreation room – by reservation only through the building manager. Each resident is allowed to use the Recreation room three times per calendar year at no cost. Additional usage will cost the homeowner \$30 each use. In addition, a security deposit of \$200 is required and will be returned if the recreation room is clean and intact without damage to its structure or furnishings.

*Resident's large key will activate the hydro spa jets.

- 4. The total number of persons using the pool, spa and barbeque area is limited to 8 persons per unit including children and guests.
- 5. Glass containers are not permitted in or around the swimming pool, hydro spa, and barbeque area.
- 6. The barbecues and adjacent picnic area are shared by all residents. No one party or unit shall occupy the entire barbecue and/or picnic area for more than 2 hours per day. Total number of persons using the barbeque area is limited to 8 persons per unit including children.
- 7. Bathing suits are required in the swimming pool and hydro spa. Cut-off jeans, shorts or other semi-bathing attire are not permitted. Babies must wear swim diapers.
- 8. Children under the age of 5 are not allowed into the hydro spa. Children under the age of 14 are not permitted in the hydro spa without an adult in attendance. Adults who take minor children into the hydro spa do so at their own risk.
- 9. Soaps or bath oils are not to be used in the hydro spa or pool at any time.
- 10. Persons with open or draining wounds (even if bandaged) are not permitted in the swimming pool or hydro spa.
- 11. Flotation devices are permitted in the swimming pool when they are being used as swimming aides and not oversized
- 12. Swimmers must dry themselves before entering the carpeted lobby area.
- 13. Diving into the pool is prohibited at all times.
- 14. Pool volleyball and other similar games using a soft or light ball are permitted, providing the activity does not infringe on sunbathers or others in the immediate vicinity. Badminton or other similar lawn games are also permitted with the same restrictions.
- 15. Electronics used at the pool side or in any of the common recreation areas must be at a volume which does not disturb others in the proximate vicinity. If others feel disturbed and ask that such electronics be turned off, compliance is required.
- 16. Persons having currently active diarrhea or have had active diarrhea within the previous 14 days shall not be allowed to enter the pool water. (CBC §3120B.11.)

Section IV – Noise and Noxiousness

- 1. All residents should be considerate of their neighbors and others in the complex. Televisions, radios, stereos should be placed at a volume which does not create an annoyance or nuisance to neighboring units. Quiet time shall be considered between 10 pm and 8 am.
- 2. Users of the recreation room should be considerate of the tenants adjacent to or directly overhead by keeping the double entry doors as well as the doors to the courtyard closed and modulating the volume of conversation, television, music or other activity.
- 3. Residents are to avoid using garbage disposals, vacuum cleaners, and dish washers in the early morning (before 8 a.m.) or late evening hours (after 9 pm) when neighboring residents may be in repose.
- 4. Cooking aromas vary in intensity and some linger longer and waft farther than others. In consideration of tenants along the length of the hallways, residents are asked NOT to open their front (hallway) door to dissipate odors from cooking inside one's unit.

5. No raucous or otherwise offensive activity shall be carried on within one's unit or in the surrounding common areas of the complex. If such behaviors progress to the point that it becomes necessary for a neighbor or Board member to call the police, the owner of the unit (whether owner-occupied or renter-occupied) responsible for the disturbance may be fined up to \$250.

Section V –Unit Modifications

1. No owner or tenant shall, at his own expense or otherwise, make any structural alterations, additions, or modifications to the interior of his unit or patio area, building or common areas, without prior approval of the Homeowners' Association Board of Directors. This includes the removal of carpeting for the purpose of installing any type of floor covering other than replacement carpeting.
2. The Application may be obtained from the association management company or <https://bayviewhoa.net>.
3. Homeowners are responsible for all activities of contractors hired to do work to their unit, including any damage caused to common area by the workers or work being performed. Contractors or vendors are not allowed to use the front lawn area to cut, saw, paint, or perform any other work. If an outdoor area is needed, the garage and back courtyard are available on a limited basis. Common area surfaces must be protected with plastic or cloth during the work.
4. Homeowners are responsible for obtaining proper permits from the City of Millbrae and for making sure their contractor is licensed and insured.
5. All work, except emergency repairs, shall be performed only between the hours of 8:00 a.m. and 5:00 p.m. No work shall be performed on Saturdays, Sundays, or holidays. Work which will produce unusual noise which might be disturbing to other tenants shall not be performed before 10:00 a.m.
6. Patio railing protectors (Plexiglas) for safety purposes and wind break materials (clear vinyl) which are visible from the outside or from the courtyard must be approved by the Board prior to installation. Plexiglas must be clear ¼" thick plastic installed and secured at minimum one inch above the patio floor to allow for water drainage. The Plexiglas must be attached to the inside of the railing and secured to the railing – not the building. Installation and maintenance are the homeowner's responsibility. Awnings and outside window shades are not permitted.
7. Radio and/or television antennae or satellite dishes shall not be erected or maintained outside the physical confines of one's unit, to include balconies or patios. With approval of the Board, small diameter satellite dishes may be installed in specific locations on the roof.
8. With the approval of the Board, roof mounted air conditioners may be considered for 3rd floor units at the owner's expense.
9. Washers are not allowed to be installed in individual units. If, however, a washer can be shown to have been installed and in operation before 2009, a washer fee, working or not, **of \$25/month**. **All washers must be removed on sale** of the unit. Any unit not paying the \$25/month fee and identifying they have a qualifying washer, must remove washer.
10. A Real Estate of "For Sale" or "For Rent" sign may be displayed in view from one's windows but may not be attached to any part of the balcony or patio railings or displayed from windows in common areas. No other signage, advertisement or pictures may be displayed from windows. An additional real estate for sale sign may be installed in the landscape area in front of the adjacent front entrance to the building. All real estate signs posted in the front landscape area must be no larger than 12 x 15 inches and must be black and white only.
11. A United States and/or California flag may be displayed in a window or balcony at any time. Seasonal decorations such as Christmas lights may be displayed for one month prior to the holiday and must be removed one month after the holiday.
12. Residents who anticipate the need for or have contracted a plumber or electrician that will involve turning off the water or electricity must contact the building manager with at least 36 hours-notice to ensure that the work can be completed at the scheduled time and inconvenience to other residents is kept to a minimum, and pay a fee of \$50.
13. Residents that contact the management company to request service in their unit that later is deemed not to be an HOA responsibility, shall be charged for the service call and work performed.
14. All other repairs to one's unit must be completed in a timely fashion to avoid further damage within the unit or expose a risk of extending damage to the building which will result in more costly repairs for both the owners and/or Association.

Section VI – Parking Rules & Regulations

1. Residents are advised to drive cautiously through the garage as it is narrow and there is limited visibility and maneuvering space. The speed limit is 5 MPH.
2. Vehicles in non-operative condition, unlicensed or not having current registration shall not be parked on the additional street parking on Vallejo Drive. Such vehicles parked shall be subject to towing and/or such other action by the Board as it deems necessary. All costs incurred in the removal of such vehicles, including, but not limited to towing and storage expenses, and attorney's fees if applicable, will be charged to the owner of the vehicle.
3. Residents are not permitted to service or work on their automobiles (e.g. oil changes, lubrication, engine work, etc.) in any parking space in the garage. The small area bordering the front of one's assigned parking space should not be used for storage.
4. No vehicle shall be parked in such a manner as to block thoroughfares or the ingress or the egress of residents. Violator's cars will be subject to immediate towing at owner's expense and all costs incurred in the removal of such vehicle, including but not limited to towing, storage and attorney's fees shall be that of the owner of the vehicle.
5. Unlicensed motor vehicles such as motorbikes, skateboards, or go-carts shall not be ridden within the complex.
6. Each owner or tenant is responsible for any property or personal damage caused by his automobile either while parked in the assigned garage space (oil drippings on the pavement floor) or upon entry or exit from the garage (posts, bumpers, walls, electronic gates).
7. Any damage to common area property by any vehicle including hired or leased moving vans shall be charged to the homeowner.
8. No repairs or maintenance of vehicles shall be performed in the garage or in outside parking spaces except in case of emergency.
9. No parking space within the garage may be converted to any use other than parking of a vehicle.
10. Bike racks are provided within the garage area. All bicycles should be locked and marked with identifying information. The Association bears no responsibility for lost or stolen bikes.

Section VII – Maintenance Responsibility Chart	Bayview	Owner	Item to be Maintained
1		X	Air-Conditioning - Owner Installed
2	X		Ants, Bees & Wasps (common area)
3		X	Ants, Bees & Wasps (within unit)
4	X		Balcony Deck Surface - unless caused by Owner's potted plants
5	X		Carport (structural elements, including floor & lights)
6	X	X	Carport (general cleaning & sweeping of floor - if caused by Owner, their responsibility)
7		X	Caulking of unit windows
8		X	Ceiling (finished surface)
9		X	Circuit Breakers for unit
10	X		Decks (structural & finish)
11		X	Decks (cleaning, sweeping & Maintenance of finished floor surface/ decking material)
12		X	Doorbell on unit

13	X		Drains in common areas
14	X		Driveways (resurfacing, structural repair & replacement)
15		X	Electrical wiring (interior of unit and vehicle charging)
16		X	Electrical wiring (for use of, and to service a single unit)
17	X		Entry System intercom
18	X		Fences around perimeter
19		X	Fireplace- structural repair & maintenance
20	X		Fire sprinklers testing
21		X	Flooring in unit (tile, carpeting, wood flooring, etc.)
22		X	Unit Front door repair/ replace hardware, weatherproofing, sheathing and frame
23	X		Front entry walkway, landing, stairs (cleaning & sweeping)
24	X		Front entry walkway, landing, stairs (structural repair & maintenance)
25	X		Courtyard landscaping
26	X		Front door of unit exterior surface painting (unit front door exterior painting)
27	X		Gas lines in common area
28		X	Gas lines inside unit
29		X	Baseboard electric heaters
30		X	Interior of unit (doors, finished surfaces, non-bearing walls)
31	X		Landscape common area
32		X	Landscape in enclosed patio
33		X	Lights (patio or deck) porch fixture & bulb
34	X		Light poles (common area)
35		X	Mailboxes (keys & locks)
36	X	-	Mailboxes (structural & exterior maintenance)
37		X	Plumbing fixtures inside unit
38	X		Plumbing stoppage in association-maintained pipe which is not cause by owner negligence
39		X	Plumbing stoppage in association-maintained pipe which is caused by owner negligence
40	X		Perimeter exterior walls, painting, & resurfacing
41	X		Rain gutters and downspouts
42	X		Rats/ Rodents and other pests (common area)
43	X		Roof repairs (structural, roofing paper, shingles, vents, etc.)
44		X	Smoke detector/ sirens (in units)
45	X		Stair stringers
46	X		Structural repair of buildings
47		X	Telephone and Cable wiring exclusively serving unit
48	X		Telephone utility installations within common area
49	X		Termite treatment and repair (exterior)
50		X	Termite repair of interior cabinets & interior walls
51	X		Trash collection (excluding large items that do not fit in

			standard bin)
52		X	T.V. Reception
53	X		Walkways on common area
54		X	Windows / sliding glass doors (unit) including frame, components, and hardware.

Section VIII – Miscellaneous

1. **It is a requirement of Membership that all Members:**
 - a. **attend Annual Membership Meetings either:**
 - i. **in person, or**
 - ii. **by returning their Secret Ballots**
2. **Return ALL Secret Ballots when mailed to them**
3. **Failure to comply with 1 and 2 above will result in a fine (see fines)**

Section IX – Violations

Violations of any rules adopted by the Homeowners Association of the Bayview Condominium shall give the Board of Directors, or its agent, the right to act according to the By Laws and or the Declaration of Establishment of Covenants, Conditions and Restrictions of the Bayview Condominium, including the right to charge and collect fines according to an established fine schedule.

1. Any resident may file a violation complaint with the Board in writing.
2. Upon receipt of complaint, the Board or their managing company shall send a written warning notice to the offending party and to the unit owner in the case of a tenant offender.
3. Upon receipt of second written complaint for the same violation of the Association Rules and Regulations or CC&R's, the Board shall immediately fine the unit owner. The unit owner may request a hearing at the next Board meeting to present their case as to why they should not be fined.
4. The board of Directors retains the right to modify the basic fine to fit the infraction.
5. The Board has the obligation to take all necessary legal action to obtain reimbursement of cost incurred in repair or replacement of items including all cost of legal fees.
6. Fines shall be placed upon owner's account and are due and payable within 30 days of receipt of written notice.

The fine schedule for violations of the Association Rules and Regulation or the CC&R's is as follows:

Schedule of Violations Fines, and Fees

Pursuant to Civil Code Section 58

After Warning Given

1. Excessive Noise.....	\$ 75.00
2. Not Returning Grocery Carts to the Mail Room Immediately after use..	\$ 25.00
3. Pool Rules Violation.....	\$100.00
4. Littering.....	\$ 50.00
5. Repair of Vehicles in the Garage (subject to towing plus).....	\$ 50.00
6. Inoperable and Unregistered Vehicles Anywhere on the Property (subject to towing plus).....	\$ 50.00
7. Destruction of Common Area, plants, etc. (restitution plus)	\$100.00
8. Unauthorized Items in Common Area (including decks and patios).....	\$ 50.00
9. Threatening or interfering with On-Site Personnel.....	\$ 50.00
10. Profane Language in Common Area.....	\$ 50.00
11. Unauthorized Construction/Alternation/Modifications (removal plus)...	\$500.00
12. Common Area key lost	\$100.00
13. Lobby/elevator door Propped Open.....	\$100.00
14. Un-bagged/Loose/Wet Garbage down the Trash Chute.....	\$100.00
15. Spray Painting in the Common Area.....	\$ 50.00 plus cost of removal
16. Pet Rules Violations.....starting at....	\$100.00
17. Pet Registration – Initial.....	\$500.00
18. Pet Registration – Annual.....	\$100.00
19. Not returning Secret Ballot for changes in governing documents	\$100.00
20. Jamming Trash Chute and improper use and dumping.....	\$100.00
21. Harsh and Offensive Activities or Excessive Noise requiring police involvement	\$250.00
22. Smoking Violation	\$ 100.00
23. Any other Violations not listed above and in violation of CC&R's and General Rules and Regulations.....	\$ 75.00

Second Violation: **Fined per the above schedule**
Third Violation: **Double the above schedule**
Violations with Damage: **Appropriate fine plus all cost of repairing any damage**

Without Warning

Non-Attendance of Annual Meeting (in person or by returning Secret Ballot)	\$100.00
Move In and Move Out Fee	\$250.00 each
Shutting off water for repairs	\$ 50.00
Removal of asbestos containing acoustical ceiling without Board's permission	\$2,500

Pet Policy

**Pets sitting is not allowed unless this policy is complied with
Pursuant to Civil Code Section 1360.5 (a)**

1. A common household pet/animal (hereafter “pet”) is defined as including and limited to only a dog, cat, bird, guinea pig, gerbil, hamster, rabbit, turtle or fish. Reptiles (other than turtles) and birds of prey are not household pets. Pets, other than cats and dogs, shall have suitable housing, i.e.: cages or aquariums. **Limit of pets per unit shall be one (1).**
2. Pet Owners shall not raise, breed, or keep any animals, whether a pet or other species, in a Unit for commercial purposes.
3. Pet Owners and Residents are expressly prohibited from feeding or harboring/keeping any stray animals, whether a pet or other species.
4. Pet Owners who are applying for approval of a “pet” must make a written request for permission and receive permission from the Board of Directors (“Board”) prior to said pet being brought onto the premises, except if such Pet was already on the premises prior to the distribution date of these rules, regulations, etc. to Pet Owners. The Pet Owner shall provide the Board with the following items:
 - a) color photograph and written description of the proposed Pet;
 - b) attending veterinarian’s name, address, e-mail address and telephone number;
 - c) written verification of rabies vaccination and boosters in accordance with local and state laws (dog only);
 - d) verification that the pet has been examined by a veterinarian annually (dog or cat only) is recommended and would be welcomed
 - e) “health certificate” or written evidence from the veterinarian for the species of pet that the all the inoculations/shots and boosters appropriate to the species of pets are up to date (for example, combination vaccines for Distemper-Hepatitis (CAV-2) — Leptospirosis — Parainfluenza and Parvovirus (DHLPP) for dogs, or Panleukopenia~Rhinotracheiti5-CaⁱCivffUs and Feline Pneumonitis (FVRCP) for cats, and feline Leukemia testing) would be welcome and recommended;
 - f) dog or cat licensing certificates in accordance with local and state laws;
 - g) with regard to dogs and cats only, written verification from a veterinarian that the pet has been spayed or neutered (see Paragraph 7 below);
 - h) references for the Pet Owner from other properties;

By application to the Board for permission to keep a pet, the Pet Owner gives the Board reserves the right to check references for previous pet ownership from other properties to confirm that the Pet Owner has demonstrated him/herself as a responsible pet owner. If the Board determines that the pet is inappropriate, the Board will inform the Pet Owner. Permission for a specific pet will not be unreasonably withheld.

5. There shall be no more than **one pet per unit**. In regard to fish, no more than one aquarium with a maximum capacity of 20 gallons per unit is allowed.
6. Dogs shall be small to medium in size and shall weigh **no more than 25 pounds**.
7. The following breeds of dogs shall not be allowed, whether a pure bred or as part of a mixed breed of dog:
Pit Bulls, Rottweilers, Akita, including Japanese and Akita Inu, Bernes, including Mountain Dog, Berner Sennenhund, Bernese Cattle Dog, Canary Dogs, including Perro de Presa Canario, Chow Cow, Doberman, Husky, including American, Eskimo and Greenland, Karelian Bear Dog, Rhodesian Ridgeback, Russo-European Laika, including Russian Laika and Karelian Bear Laika, Wolf Hybrids and any breed of guard dog trained to attack.
8. Dogs must be properly licensed. All dogs and cats must be spayed or neutered no later than six months of age. Pet Owner shall present written evidence of spaying/neutering to the Board prior to approval, or at the six-month anniversary of the birth of the pet, whichever comes later. Prior to approval by the Board and thereafter as often as generally recommended by Veterinarians, Pet Owner must provide the Board with written evidence that the dog is up to date with rabies vaccinations, inoculations, and licensing.
9. Pet Owners of dogs must pay a onetime registration fee of \$500 per dog. Thereafter, on January 1 of each succeeding year, Pet

Owner shall pay a fee of \$100. This fee is based on the calendar year and is not based on the registration date nor will it be prorated. Both the registration and annual fee may be increased periodically at the discretion of the Board of Directors.

Pet Owner Obligations

1. Dogs and cats must at all time wear a collar with identification tags and licenses (in accordance with all state, county, or city requirements).
2. Pets are not permitted in **any common area** except to be brought into and out of the Building through the exterior doors to Vallejo and Frontera and the parking garage entrance. Pets are not permitted on exclusive use (private) balconies or patios.
3. All dogs shall be leashed and carried, or in a carrier, when in any Common Areas, whether inside or out. Unleashed animals are subject to city animal control removal with all costs charged to the owner of the animal in addition to any fines or levies by the Association.
4. Pet Owner will keep and ensure the unit is clean and free of pet odors, insect infestation, waste, litter and not otherwise injurious to public health and safety, or indecent or offensive to the senses, or be such an obstruction as to interfere with the quiet enjoyment of life or property by other Owners or Renters.
5. Pets shall not be transported in any elevator in which a passenger or person awaiting use of the elevator objects to the presence of the pet.
6. Any Pet Owner and/or resident who keeps or maintains a pet upon any portion of the Property shall be deemed to have agreed to indemnify and hold harmless the Board, the Association, its agents or employees, and each other Unit Owner, free and harmless from and against any and all loss, claims, costs, liabilities, damages, injuries or expenses arising from the keeping of such pet.
7. Animals accompanying guests, except for specially qualified service type animals, are prohibited on the Property. Guests of Owners are subject to all these Rules.

Complaint Procedures

1. Written complaints concerning a pet shall be given to the Board. The Complaint must provide full information as to the specifics and circumstances of the violation(s) and must be signed by the complaining party. The written complaint must include an identification/description of the animal, address of the Pet Owner, as well as specifics of the violation or the pattern of violations (E.G., barking during the night, excessive barking, running loose in the common areas), including but not limited to the date(s), time(s) and specific description of the violation(s) of these rules. Verification by a party other than the complaining party is encouraged and may be required for the Board to find adequate evidence of a violation. No credence shall be given by the Board to any verbal or unsigned or anonymous complaints.
2. The Board shall appoint a Committee to review the Complaint, to take evidence, to evaluate the Complaint, to determine if there is a violation, and to recommend to the Board disciplinary action, if any. Prior to taking any disciplinary action against a Pet Owner, the Committee and Board will follow the due process procedures set forth in Civil Code, section 1363(h). The Pet Owner and Complaint author, along with any other witnesses shall be notified of the date and time of the meeting of said Committee, at least two full business days in advance of the meeting. Pet Owners agree to allow, upon reasonable notice, inspections of their residences, if necessary, as part of an investigation.
3. In its discretion and if in a hearing the Board finds that a violation of the rules has occurred, the Board may issue a warning to the Pet Owner for the first infraction. Depending on the severity and/or number of violations, the Board may impose fines on the homeowner. If not a serious violation, the Board may impose fines such as \$ 100 for the second violation, \$200 for the third violation, and in increments of an additional violations (E.G., the fourth infraction may be \$ 300). The Board may impose such other remedies as are deemed appropriate and available in law or in equity, including but not limited to, requiring removal of any pet which, in the Board's sole discretion, threatens injury, causes property damage, causes excessive noise or otherwise creates a nuisance or has otherwise violated this Policy on more than one occasion. The Board on behalf of the Homeowners' Association may seek injunctive relief, declaratory relief, damages, fees and/or costs for any action arising out of any matter related to this Policy. The Pet Owner and Condominium Owner shall be responsible for all enforcement costs and fees incurred.
4. The Board may, upon approval of the Directors, allow reasonable variances and adjustments of this policy requested by the Pet Owner in order to prevent extreme hardships in the application of these provisions to particular circumstances. Such variances and adjustments, however, shall only be granted which conform to the intent and purposes of this policy. The Board may, in its sole discretion, impose limitations on any variance or adjustment granted, including terms, conditions and duration. The Pet Owner has the burden of proof to demonstrate that all variations, adjustments, terms, conditions, and limitations were strictly adhered to.