

# **Bayview Condominium Association**

## **Rules & Regulations**

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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 1 – 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 3<sup>rd</sup> 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

- 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.
- 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.
- 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.
- 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.
- Unlicensed motor vehicles such as motorbikes, skateboards, or go-carts shall not be ridden within the complex.
- 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).
- Any damage to common area property by any vehicle including hired or leased moving vans shall be charged to the homeowner.
- No repairs or maintenance of vehicles shall be performed in the garage or in outside parking spaces except in case of emergency.
- No parking space within the garage may be converted to any use other than parking of a vehicle.
- 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.

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



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

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

## **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-Ca’iCivffUs 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 Chow, 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.

**BAYVIEW CONDOMINIUM ASSOCIATION**

**Application for Unit Modifications**

**Owner's Name:** \_\_\_\_\_ **Unit #** \_\_\_\_\_

**Daytime telephone:** \_\_\_\_\_ **Evening:** \_\_\_\_\_

**Description of Improvements or Modifications:**

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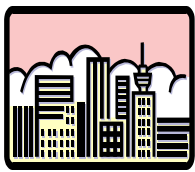
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If homeowner is requesting the replacement of carpet flooring with any hard surface material such as hardwood flooring, homeowner must submit manufacturer's specifications or samples verifying that the flooring material is engineered to lessen sound transference between adjoining units. Homeowner will also be required to obtain permission and release of liability from unit below.

I, the undersigned Owner, agree to indemnify and hold harmless the Association against any expenses incurred in connection with constructing, maintaining or repairing the above referenced improvements and I further agree that any expenses not so paid may be assessed again me. Additionally, I agree to assume the defense should any litigation or any other claims arise out of these proposed improvements.

Signature of Owner \_\_\_\_\_ Date \_\_\_\_\_



# **Bayview Condominium Association**

## **IMPORTANT NOTICE**

### **REGARDING CLOGGED Plumbing**

November 8, 2018

Dear Homeowners and Residents

During our routine plumbing maintenance, our plumbing contractor informed us that the following items are not to be discarded in the garbage disposals:

- **Cooking grease**
  - **Rice and pasta**
  - **Potatoes and their peels (or any peels and skins such as tomatoes)**
  - **Coffee grounds**
  - **Fibrous vegetables including cauliflower, asparagus, celery, and broccoli**
- See - [http://plumbing.about.com/od/garbage\\_disposal/a/getthatout.htm](http://plumbing.about.com/od/garbage_disposal/a/getthatout.htm)

This notice is being sent to homeowners and residents of the Bayview as reminder to refrain from discarding the above items, and items which can potentially create plumbing problems, down the garbage disposal.

At Bayview, routine maintenance is performed on the plumbing every 2-years

When emergency plumbing repair is requested, the association incurs a burdensome and unnecessary expense because the source of the problem is usually a result of items being dumped into the garbage disposals. It is for this reason that the Board has developed the following written policy/rule which has been in practice for some time. Please see that you attach this to your Rules:

**If an emergency repair is the result occupant's negligence, as determined by the Board of Directors based upon any and all relevant information, it will be the unit owner's obligation to pay for the repair and any and all damage associated with incident.**

If a backup occurs, residents need to call either of the Board-certified contractors below. If the contractor gives evidence that the backup is an Association obligation, they will pay the obligation. If any other plumber is called out, the Association will not likely take responsibility for payment.

- A list of approved vendors may be found at <https://bayviewhoa.net/>

If it is indeterminate the cause of the backup was by one unit, our plumbing contractor will identify the pipe-stack causing the backup and BAYVIEW will apportion the homeowners that stack equitably as they deem appropriate.

Vanity sinks and bathtub plumbing backups are normally caused by hair that is allowed to go into the drain. This situation will also be dealt in the same manner as clogged sewer pipes.

The owners of the leased units are encouraged to communicate this information to their tenants of this ongoing problem.

Thank you

THE BOARD OF DIRECTORS



## Occupancy Change

### **Moving**

Moving activities may occur Monday through Friday – 8:00 am – 5:00 pm except for holidays. Arrangements must be confirmed with Building Manager one week prior to avoid more than one move occurring at a given time, to ensure that elevator walls and floor are protected, and that move does not conflict with scheduled building maintenance activities. A fee of \$500 shall be paid to BAYVIEW prior to any move-in or move-out. The fee may be refunded if no damages resulted from the move activities or Building Manager was not required to work beyond normal hours as a result of the move activity.

It is the responsibility of the unit owner or his appointed agent to see that a copy of Bayview Residential Rules, Guidelines & Policies is given to the unit's new owner or renter at least one week prior to occupancy.

The elevator is utilized for all occupants of whom many have no means to get up and down without it. Therefore, use of the elevator shall be limited to time increments of 5 minutes only. Items to be moved must be staged in the lobby/garage and then in the halls to limit the amount of time the elevator is used.

The new owner or renter shall meet with the Board of Directors or Building Manager at least one week prior to moving in or out so that all move details and procedures are clarified and understood by both parties and that new owner or renter acknowledges having received AND read Residential Rules and Guidelines.

It is the responsibility of the unit owner or seller or his appointed agent to see that keys to the building front door, unit, mailbox and garage door keys or activators are given to the new owner or renter.

Building doors may not be propped open to continue to assure adequate security.

### **Real Estate Agent-Broker Guidelines**

Before a real estate agent or broker conducts activities at BAYVIEW, owner or his representative shall arrange a meeting among the owner, real estate agent or broker, Building Manager and a member of the Board of Directors to review BAYVIEW Real Estate Agent-Broker Guidelines and that there is agreement among the parties regarding the guidelines.

#### BAYVIEW Residential Rules, Guidelines & Policies

A copy of BAYVIEW Residential Rules, Guidelines & Policies shall be provided by the owner to the agent-broker with pertinent sections of these rules and guidelines highlighted and emphasized in the preliminary meeting of agent, Building Manager and Board member.

#### Signs

Real estate signs promoting the availability of units in BAYVIEW shall be posted in the grass area between the city street and city sidewalk. Signs shall be no larger than 12" x 18" and shall be printed in black and white. Signs may remain posted for no longer than a 90-day period.

#### Open House

Units may be shown at Open House sessions between 1:00 and 5:00 pm. Open House exterior sign in front of BAYVIEW is allowed during those hours. No signs shall be affixed or posted within the lobby. Real estate agent or broker or his representative shall be in lobby to greet prospect and accompany prospect to the Open Unit. Prospects should not be granted entry to building and allowed to circulate unaccompanied by realtor.

#### Staging

Staging activities shall be conducted in the same manner as move-in/move-out procedures. Building Manager, Board Member and Owner in their preliminary meeting shall review this section of House Rules with the agent-broker.