

# **Bay Colony Association**

## **Rules and Regulations**

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## 1. Introduction

These Rules and Regulations were developed to maintain our property values, to enhance our neighborhoods, and to promote harmonious living in the Association (CC&Rs 7.1.8). The Bay Colony Association Board of Directors shall determine the definition of any terms or conditions herein, which are subject to interpretation.

For more information regarding the basis for these Rules and Regulations, please refer to the Bay Colony Association Covenants, Conditions, and Restrictions (CC&Rs) sections specified in parentheses at the beginning of each section. Please also refer to the Bay Colony Association Architectural and Landscape Guidelines.

## 2. Owners' Maintenance and Replacement Responsibilities

The Bay Colony Association CC&Rs (3.29), list the improvements on lots that fall within the owner's responsibility to maintain. The following is a list of the most common elements that are the responsibility of the owner. All necessary replacements must be made in kind and to original specifications.

### Interior Maintenance

- All furnishings and improvements up to exterior siding and trim of buildings, including but not limited to: fixtures, appliances, appurtenances, paint, paper, plaster, panel, tile and ceiling finish; floors, common party perimeter and bearing walls, breakers and breaker boxes; switches; telephone and wiring; ventilation fans; TV cable, TV outlets and interior antennas.
- Doors: Interior doors, including frames and all hardware.
- Ducts: Heating ducts, clothes dryer exhaust, air supply for furnace combustion, air supply for fireplace combustion, stove exhaust.
- Electrical: All wiring within walls, including doorbell wire and antenna wire.
- Fireplace: Firebox, doors, screens, dampers, grates, blowers, flue cleaning.
- Flues: Furnace, fireplace, hot water duct.
- Furnaces: Furnace and thermostats and all vents/wires/piping thereto.
- Lights: Interior lights including bulbs and wiring.

- Plumbing: Sinks, tubs, showers, toilets, water heaters, faucets; hose bibs, valves, drains and traps not in the wall, conduits, underground pipes, vaults. All plumbing within walls or foundation, water lines, gas lines and cleanouts, vent stacks.
- Skylights: Skylights, including frames and components.
- Structural Elements: Framing and structural elements of walls and ceilings.
- Vent Pipe: All vents from sanitary drains to roof outlets.
- Windows: All exterior and interior glass, glazing and hardware; all frames and components.

### Exterior Maintenance

- Docks: Private lagoon docks and associated improvements.
- Doors: All exterior doors (front doors, side garage doors, main garage doors, sliding glass doors, French doors), including frames and all hardware and components; paint (except main garage door paint); screens; peepholes; weather stripping (finish and fit); chimes, doorbells, all wiring pertaining to doorbells, pushbuttons, transformer; garage door opener and all components.
- Driveways: Concrete driveways.
- Entryways: Concrete porches and steps.
- Fences: All fencing on lots except Association boundary fencing and walls as outlined in the CC&Rs (1.45). The responsibility for fencing that divides one owner's lot from that of another owner (including owners in other Associations) should be shared between owners.
- Hardscape: Improvements including decks, patios, and patio railings.
- Landscape: Backyard landscape, including ground cover, shrubs and trees.
- Lights: All exterior light bulbs.
- Plumbing: All exterior spigots and faucets; cleanouts; and underground drainpipes.
- Structural Elements: Framing and structural elements of entryway porch.

### **3. Association Maintenance and Replacement Responsibilities (CC&Rs 4.9)**

- Exterior caulking, sealing, and paint.
- Exterior utility doors; and their frames and hardware.
- Boundary fences and walls as outlined in the CC&Rs (1.45).

- Common concrete driveways.
- Gutters and downspouts.
- Exterior light fixtures.
- Street lighting.
- Mailboxes and posts.
- Roofs.
- Roof vents, exterior elements of chimneys, spark arresters, vent covers.
- Siding and trim.
- Street and traffic signs.
- Park railing and wood dock.
- Wood retaining wall.
- Landscaping and irrigation between boundary fences and curbs of the following adjacent public street: Auginbaugh Way.
- Landscaping and irrigation between curbs of private streets and residential dwellings, including all front yards.
- Sidewalks along private streets.
- Concrete walkways leading to homes.
- Private asphalt streets and curbs.
- Exterior extermination: the extermination of wasp nests from roofs, eaves, and siding on the exterior of the home.

#### **4. Common Area Use (CC&Rs 4.2)**

Common Area Use Petitions: Common Areas may not be reserved for the exclusive use of any resident or group of residents. Should a resident wish to use a common area for an exclusive use social or recreational function, the resident must petition the Board of Directors in writing for a hearing a minimum of ten (10) days prior to the next regular Board meeting. The petition shall include the resident's name, address and telephone number; the date and purpose of the event; and the number of people in attendance. The petitioner need not attend the Board meeting. The Board shall consider the petition at its next regular meeting, take all facts into consideration, and shall render its written decision to the petitioner within three working days of the meeting.

## **5. Private Dock Use (CC&Rs 5.9)**

Dock Use Restrictions: Dock use shall be limited to the launching and enjoyment of up to two (2) small non-motorized boats. Storing barbecues, garbage containers, or sport/recreational apparatus, including boats, and other objects specified in the Guidelines, is prohibited on private docks. Light installations on docks are prohibited.

Small Boat Storage: Small, portable boats may be stored on the homeowner's property in an area that is not visible to neighboring homes. The Board of Directors shall determine the definition of "small, portable boat." Boats must be maintained in a neat and attractive condition. Boat repairs may be performed on the owner's property, but the boat must be stored in an area not visible to neighboring homes between the hours of 5 pm and 8 am.

## **6. Garage Use (CC&Rs 3.16)**

Storage Limitations: Garage use shall be limited to storage of vehicles and typical household items only.

Garage Use Limitations: Garages shall not be remodeled or used for any purpose which would interfere with the accommodation of two full-sized passenger vehicles, or one, if a one-vehicle household.

Garage Doors: Garage doors shall remain closed except when entering and leaving the garage to maintain the attractive appearance of the neighborhood and to reduce the possibility of unlawful entry and theft.

## **7. Garbage and Recycling Containers (CC&Rs 3.24)**

Container Collection: Garbage or recycling containers may be left at the street curb for pickup on the day scheduled in the area by the City. At all other times, containers must be stored inside a resident's garage or side yard. Containers may not be stored in the Association's landscaped common area.

Garbage and Recycling Containers: Containers must be covered at all times to avoid odor and loose trash. The container shall be black, brown, dark green, pale blue, or gray plastic or metal in sizes from 15 to 35 gallon capacity, or as required by the City of Alameda or the collection agency.

## **8. Household Pets (CC&Rs 3.23)**

Pet Limitations: A maximum of two pets per unit is permitted. A resident may petition the Board of Directors in writing a minimum of ten working days prior to the next regular Board meeting to request a hearing before the Board to consider a petition for an exception to the two pet limitation. The Board shall hear the petition, take all the facts into consideration, and render its decision in writing to the owner within five working days following the hearing.

Pet Behavior: No unreasonably noisy, destructive and/or aggressive pets are permitted at Bay Colony. The Board of Directors has the final authority to determine if a pet is unreasonably noisy, destructive and/or aggressive.

Pet Control: The CC&Rs require that pets shall be kept under reasonable restraint when outside of a resident's property either by leash, cage or hand-held. Owners must clean up fecal matter from their pets that have soiled the common areas, streets and sidewalks.

Domestic Birds: Birds may be kept inside or outside a house provided the birds do not disturb neighbors or damage common areas or commonly maintained areas.

Pet Complaint Procedures: When the Board of Directors or the Manager receives one verbal or written complaint regarding a pet, a First Notice will be sent to the pet owner. The Notice shall contain the specific nature of the complaint and the remedy sought. If two or more complaints

are received regarding the same pet, or the Board determines the pet to be a nuisance, the pet owner will be called before the Board for a hearing regarding the complaints. The Board shall consider all the facts and render its decision in writing to the owner within three days following the hearing. The Board may require the owner to remove the pet permanently from the Bay Colony property.

## **9. Noise (CC&Rs 3.26-27)**

Noise Restrictions: Residents shall not create noise of any kind that is discernible on other property that interferes with concentration or sleep.

Landscape Installation and/or Construction Exceptions: Individual homeowners may install landscape or hardscape between 7 am and 7 pm, Monday through Friday; and 8 am to 5 pm on Saturdays, in accordance with City of Alameda Municipal Code (Chapter IV, Article II, Section 4-10).

## **10. Parking and Traffic Rules and Enforcement (CC&Rs 3.17-19)**

### A. Definitions

A Resident Vehicle is defined as any vehicle which is the property of or under direct control of a resident, tenant or property owner of the Bay Colony Association. Owners renting their units are responsible for any violations by their tenants.

A Guest Vehicle is defined as any vehicle that is not the property of or under the direct control of a resident, tenant or property owner of the Bay Colony Association. Owners shall be responsible for any violations and fines incurred by their guests.

A Commercial Vehicle is defined as a any vehicle used or maintained for the transportation or property for hire, compensation, or profit; and/or designed, used, or maintained for business purposes and/or displaying signs, decals, logos, or other indicia of commercial or business use.

Fire Lane shall mean all streets and common driveways owned by the Bay Colony Association and designated as fire lanes.

## B. Parking and Traffic Rules

Fire Lanes: There is no parking in **fire lanes** or in front of **fire hydrants**.

Street Parking: Street parking is permitted only on the **designated side**. Street parking is on a first come, first serve basis regardless of individual dwelling proximity to available parking. All residents and resident guests should **first park within garages and driveways**. No inoperable, excessively dirty, or dilapidated vehicle shall be stored on the street. No part of the street shall be used for repair, storage, construction or reconstruction of any vehicle. There shall be no parking and/or storing an excessive number of vehicles on the street and not utilizing garage or driveway space. No vehicle shall be stored on the street for more than **seven (7) consecutive days**. No vehicle parked on the street may inhibit or block access to residences and garages. No vehicle parked on the street may block mail delivery or garbage and recycling pickup.

Types of Vehicles: Street and driveway parking is designated only for **motor vehicles used as normal transportation**. No boat, trailer camper, golf cart, commercial vehicle, motor home or RV shall be parked on the street or driveway.

Driveway Parking: Vehicles should be stored in **garages**. No part of any vehicle parked in a driveway shall extend onto the sidewalk, street or landscaped area. No vehicle shall be parked sideways (parallel to the street) or diagonally in a driveway. No inoperable, excessively dirty, or dilapidated vehicle shall be stored on the driveway of a residence. No part of the driveway shall be used for repair, storage, construction or reconstruction of any vehicle.

Guest Vehicles: Guest vehicles parked beyond 14 consecutive days require the express approval of the Bay Colony Association Board of Directors. Notice must be given to the Association Manager of the project at least 10 days prior to the parking of the guest vehicle. Guest vehicles may be parked on the street or in the driveway of the host dwelling subject to all applicable parking rules.

Mailbox Parking: No vehicle shall be parked in front of mailboxes from 10:00 am to 5:00 pm.

Speed Limit: The speed limit within Bay Colony Association is fifteen (15) miles per hour. This limit must be observed for the safety of the residents.

Abandoned Vehicles: Any vehicle not moved from the same street parking spot after a period of **seven (7) days**, any vehicle that is non-operational, and any vehicle with expired license tags will be considered abandoned and will be subject to towing.

### C. Parking Enforcement

Bay Colony is a **zero tolerance** association. Any vehicle parked in a designated fire lane will be cited by the Alameda Police Department.

Certain violations of the Parking and Traffic Rules are subject to **immediate towing** at the owner's expense, pursuant to California Vehicle Code Section 22658. In addition, they may be subject to citing by the Alameda Police Department:

- Any vehicle parked in a fire lane.
- Any vehicle parked in front of a fire hydrant.
- Any vehicle parked facing traffic.
- Any vehicle that inhibits or blocks access to a residence or garage.
- Any vehicle with expired license tags.

The authorization of at least one Association Director or the Association Manager is required for towing.

The following parking violations are subject to a **courtesy warning**. If the violation persists or recurs within a period of two weeks, a **second warning** will be issued, and a **fine of one hundred dollars (\$100)** per incident, per day may be assessed. If the violation still persists (or recurs within a period of two weeks) the offending vehicle will be **subject to towing**.

- Vehicles that are dilapidated, excessively dirty, inoperable, or under construction.
- Vehicles parked for more than seven consecutive days.
- Vehicles blocking mailboxes or preventing garbage pickup.
- Boats, trailers, campers, golf carts, commercial vehicles, and motor homes.

- Vehicles parked in a driveway but extending onto sidewalk, street, or landscaped area.
- Vehicles parked sideways or diagonally in a driveway.
- Guest vehicles parked beyond 14 consecutive days.
- Speeding vehicles.

## 11. Signs (CC&Rs 3.14)

Sign Placement Locations: Signs are permitted to be placed either in windows, or in the ground on private property upon the condition that they do not adversely affect public and traffic safety. No sign is permitted in the Association Common Area. Traffic regulation signs or other signs approved by the Board of Directors are excepted.

**For Rent/For Sale Signs** shall be no larger than 18 by 24 inches and display the words "for rent" or "for sale," with the agent's name and telephone number. A maximum of two window signs may be displayed or one yard sign. Any damage caused to the landscape or irrigation shall be repaired by the Association and billed back to the homeowner.

**Campaign/Political Signs** are permitted, but must be removed within five (5) days following the election date.

**Non-Commercial Signs** must be no more than nine (9) square feet in size; flags or banners must be no more than fifteen (15) square feet in size.

**Commercial Signs** are not allowed.

## 12. Sports Apparatus & Recreational Uses (CC&Rs 3.21)

Temporary Installations: Temporary sports and/or recreational equipment higher than the fence, as seen from ground level, may be used, but must be stored in an area not visible from the neighboring homes overnight or when not in use. Violations are subject to a fine.

Exception Petitions: A resident may petition the Board of Directors for an exception to the permanent or temporary sports or recreational equipment structure, as described above, which

exceeds the fence height. The petition must be submitted a minimum of ten (10) days prior to the next regular Board meeting. The Board shall hear the petition, consider all the facts, and shall render its written decision to the petitioner within three working days of the meeting. The Board has the option to prohibit a temporary or permanent sports/recreational structure or apparatus remaining in the Bay Colony Association project.

Refer to the Architectural Guidelines in regard to permanent or temporary Basketball Standards.

### **13. Insurance Claims (CC&Rs 4.10, 7.2.7.1)**

Absent a showing of willful misconduct or gross negligence on the part of the Association with respect to the maintenance and repair of the Association Improvements, the Association shall not be responsible for damage to any Lot Owner Improvements which is caused by non-performance, failure, or a defect in and to Association Improvements.

Absent a showing of willful misconduct or gross negligence on the part of the Association with respect to the maintenance and repair of the Association Improvements, the Association shall not be responsible for damage to any personal property, regardless of how denominated (including, but not limited to, furniture, furnishings, accessories, wall hangings, floor coverings, wall coverings, appliances, computer equipment, media systems, records, papers, files, jewelry, clothing, vehicles, plants, statuary, tools etc.), which is owned and/or in the possession of Lot Owner or his tenant or guest and which damage is caused by non-performance, failure, or a defect in and to Association Improvements.

The Association is not responsible for damage arising from original design and construction defects in and to the Improvements on the Lots.

The Association is not responsible for damage to Lot Owner Improvements and/or the personal property of Lot Owner or his tenant or his guest arising from leaks in water lines, waste lines, plumbing fixtures, valves and faucets. In the event that such leaks cause water to continue to emanate from a Lot Owner's Lot or Townhome and such water is causing damage to another Lot Owner's Lot or Townhome or the common area, or any other property respecting which the Association is charged with maintenance and repair obligations under its CC&Rs, the Association shall direct the Lot Owner in writing to make the necessary repairs. If such repairs are

not performed within thirty days of such notification, the Association shall have the right to enter into the Lot and/or Townhome and make the necessary repairs. The cost to perform such repairs shall be treated as a reimbursement assessment

All requests of Lot Owners to make claims on the Association's master insurance policy must be submitted to the Association's Board of Directors or its designee within thirty six (36) hours of notice of the damage in question. Requests that are not timely submitted to the Board of Directors shall not be considered. The decision of the Board of Directors as to whether such claim shall be submitted to the Association's master insurance policy shall be final and not be subject to appeal. No claims shall be made to the Association's master insurance policy for damage resulting from leaks in water lines, waste lines, plumbing fixtures, valves and faucets.

The Lot Owner(s) requesting that a claim be made on the Association's master policy must first submit in writing his or her reasons for the claim. Such writing shall set forth with particularity any and all facts supporting the allegation that the Association was guilty of willful misconduct or gross negligence.

If the Board of Directors, in its sole discretion, deems that a claim for damage submitted by a Lot Owner shall be made against the Association's master insurance policy, the Lot Owner must first reimburse the Association, or otherwise pay, the current amount of the insurance deductible on the master policy. If the Lot Owner fails or refuses to pay such insurance deductible, it shall be treated as a reimbursement assessment in accordance with Article 8.4 of the CC&Rs.

Nothing shall be done or kept on any Lot which shall increase the rate of insurance relating thereto without the written prior approval of the Board of Directors. No Lot Owner shall permit anything to be done or kept on his Residential Lot or on the Project Common Area which would result in the cancellation of insurance on any Lot or on any Project Common Area or which would be in violation of any law. Should any Lot Owner's act or omission result in increased insurance premiums to the Association, such Lot Owner shall be subject to reimbursement assessment in accordance with Article 8.4 of the CC&Rs.

All Lot Owners and/or their tenants are required to purchase his or her own "contents" insurance policy.

The Lot Owner and/or the Lot Owner's tenant, guest or invitee shall be liable to the Association for any cost to repair the common area, or any other property respecting which the Association is charged with maintenance and repair obligations under its CC&R's, which is caused by the negligence and/or willful conduct of the Lot Owner or Lot Owner's tenant, guest or invitee. All such costs shall be subject to reimbursement assessment in accordance with Article 8.4 of the CC&Rs.

#### **14. Enforcement and Fines** (CC&Rs 14.7, 8.4)

The Association may impose upon an Owner a monetary penalty in an amount not to exceed **\$100 for each violation**. Each new day or new week may be considered a new violation. If unpaid upon reasonable demand, the Board may levy an Enforcement Assessment (CC&Rs 8.4).

Prior to imposing a monetary penalty, the Board will give the Owner written notice setting forth the nature of the alleged violation and the date, time, and place of the hearing, at least ten days before the hearing date. The written notice will state that the Owner has the right to attend the hearing and address the Board. The hearing will be held in closed executive session of the Board. Following the hearing, the Board will decide whether the Owner should be disciplined. If the Owner does not attend the hearing the Board will proceed with its decision. A written notice of the decision will be sent to the Owner within fifteen days of the hearing. The decision of the Board is final and binding on the Owner.