



BAYSHORES COMMUNITY ASSOCIATION

A California nonprofit mutual benefit corporation

BAYSHORES COMMUNITY ASSOCIATION

Rules and Regulations & Policies

The following Rules and Regulations and Policies (the “**Rules and Regulations**”) have been compiled with the intent of protecting our property and assets, while providing an attractive, peaceful environment in which to enjoy our lifestyles in maximum comfort and with minimum inconvenience. The shared responsibility and the shared pleasures of our community can be a rewarding experience. Please remember that your cooperation and participation is essential.

Please read these Rules and Regulations and keep a copy of them within easy access. Periodically you may receive revisions and additions to these Rules and Regulations. Make sure you, your family members, tenants, and guests fully understand these rules. If you have any questions, please feel free to contact the Association’s property manager at 949-363-1963.

If you are planning any home/landscaping improvements, please also refer to the Association’s Architectural Design Guidelines & Standards (the “**Architectural Guidelines**”).

Revision Date 08-16-17 (added the new rule for Saw Horses under Children’s Park/Clubhouse/Beaches)

Revision Date 03-12-18 (added the new rules for Volleyball and Canopies)

Revision Date 6-30-21 (added approved boat storage rule adopted 5/21 and Dinghy tie-up clarification adopted 6/29/21)

Revision Date 7-29-21 (Updated Violation Policy)

Revision Date 1-18-23 (Restatement of Rules and Regulations and Addition/Change of Various Rules)

Revision Date 5/17/23 (Revision to rule relating to dates/times that large beach parties are permitted)

Revision Date 10/2023 (Revision to 4.6 Overnight parking to address oversized and golf carts; Revision to Fine/Penalty Schedule)



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I. INTRODUCTION

The Bayshores Community Association (“**BCA**” or “**Association**”) is a private community located in Newport Beach, California. The community is comprised of 249 original lots (with a handful of adjoining lots having subsequently been merged). The streets, alleys, and other common areas (two beaches, a dock, clubhouse, and children’s park) in Bayshores are all privately owned and managed by the Association.

The Bayshore Apartments located at 2888 Bayshore Drive are a neighboring property but not a part of the Bayshores community. The Dover Landing Marina on the bay side of the Bayshore Apartments is also not a part of the Bayshores community.

The Bayshore Marina in Bayshores and the parking lot adjacent to the marina are owned by The Irvine Company and operated by California Recreation Company (“**Cal Rec**”), an affiliate of The Irvine Company. Except to the extent that either (1) the Association has obtained a right to utilize parking spaces in the Bayshore Marina parking lot and assigned such right to Bayshores homeowners, residents, or their invitees or (2) a Bayshores homeowner or resident may also be a tenant in the marina, Bayshores homeowners, residents, and their guests have no right to enter onto or use the Bayshore Marina or the Bayshore Marina parking lot. The Bayshore Marina parking lot in particular is a private parking lot for the use of The Irvine Company/Cal Rec marina tenants only and is not to be used as a playground or for parking by Bayshores homeowners, residents, or guests.

All homeowners are compulsory members of the Association, which is a California nonprofit, mutual benefit corporation. The Association’s costs and activities are financially supported by two major sources: (1) quarterly payment of homeowners’ assessments; and (2) the volunteer work of its residents. The ongoing operation and management of the Association’s affairs are the responsibility of the Board of Directors of the Association. The Association also contracts with a management company, one of whose duties is to assist the Board in administering and enforcing these Rules and Regulations.

The overriding document governing the operation and maintenance of the Bayshores community is our Declaration of Covenants, Conditions and Restrictions (“**CC&Rs**”). In addition, the Association’s Bylaws and these Rules and Regulations provide further detail. Rules and regulations pertaining to construction/installation work on Bayshores homes and landscaping and hardscape on private properties are also set forth in the Association’s adopted Architectural Design Guidelines & Standards (the “**Architectural Guidelines**”). Copies of the CC&Rs, the Bylaws, these Rules and Regulations, and the Architectural Guidelines (collectively, the “**Governing Documents**”) are provided to each unit owner during the escrow period of their home purchase and are available for review on the Association’s website. Any updates/amendments to the Governing Documents are separately delivered to each owner and the website is correspondingly updated as well.



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These Rules and Regulations apply to and are binding upon: (1) all Bayshores property owners (whether they are absentee owners or full- or part-time residents in the community); (2) all tenants and residents of the community; and (3) all members of the households of residents and all invitees and guests of any of the persons identified in clauses (1) and (2). In this regard, absentee owners are responsible for informing their tenants of the applicable provisions of the Governing Documents and residents/tenants are responsible for informing all members of their households and all of their respective invitees and guests of the applicable provisions of the Governing Documents.

These Rules and Regulations do not supersede the CC&Rs, Bylaws, or Architectural Guidelines in any way and shall be interpreted to the maximum extent possible to harmonize and be consistent with the provisions of those other Governing Documents.

The Board of Directors of the Association has adopted these Rules and Regulations pursuant to the authority granted by the Association's Governing Documents and applicable law. The purpose of these Rules and Regulations is to enhance the personal safety of all members of the community (and our guests and invitees); to preserve and protect the value of the Association's and our owners'/residents' properties; and to enhance the quiet enjoyment of the community by the Association's members, residents, and guests.

The Board of Directors is comprised of seven members. Members of the Board generally serve two-year terms, with four Board members elected one year and three Board members elected the following year. The owner(s) of each Lot are allowed to cast one vote per seat for each Board position that is being filled each year.

The Board of Directors generally meets monthly. Written notice of each Board meeting and an agenda with items to be discussed is delivered to each member of the Association prior to the meeting. Each Board meeting reserves time for a "Homeowners' Forum." Homeowners are encouraged to attend, to ask questions, and to provide suggestions and/or possible solutions during this time. This is Association members' best opportunity to voice their thoughts and find out how the Association is being administered. Following the Homeowners' Forum, the Board will commence its regular business meeting.

The safety, security, and overall desirability of our community ultimately are within the control of Bayshores members and residents and their families and guests. Compliance with these Rules and Regulations by all members and their families, tenants, and guests will materially assist in meeting these goals and objectives. Neither the Association nor the Board shall be liable for any injuries, loss, or damage arising out of any breach of these Rules and Regulations by members, their families, tenants, guests, or any other persons or entities who enter the community.



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II. RESIDENT AND VISITOR ENTRY RULES

2.1 Vehicle Entry. All vehicles entering Bayshores must either (1) display a current Bayshores decal on the lower left side of the windshield (available for current residents only) or (2) obtain a guest pass from the guard at the guardhouse (available for guests/invitees of residents and for residents who are driving a vehicle that does not display a current decal), which guest pass must be prominently displayed on the dashboard of the vehicle at all times the vehicle is in the community.

Vehicle entry for tenants of the Bayshore Marina and their guests/invitees is handled in accordance with separate rules and regulations adopted from time to time by Cal Rec and approved by the Association's Board of Directors.

Vehicles are subject to being ticketed and/or towed if parked on any Bayshores street or alley without a current Bayshores decal or guest pass.

Vehicle transponders will be issued to all Bayshores residents upon completion and submittal to the Association's management company of the Resident Transponder Application form. The transponders enable residents' vehicles to enter Bayshores through the resident (right) entry lane without checking in at the guardhouse. When a resident moves out of the community, his/her transponder will be de-activated.

If a resident is driving a vehicle that does not have a transponder the vehicle must enter through the visitor (left) lane and the resident must identify himself/herself to the security guard at the guardhouse before entry. Information regarding Bayshores residents is maintained on a database that is available to the guards at the guardhouse. If a Bayshores resident (or the owner of the home occupied by a Bayshores resident, if the resident is a tenant) has failed to provide the necessary information to enable the guard to verify that the person seeking entry is in fact a resident of the community, the guard is authorized to treat the driver as a visitor, not a resident, and/or deny entry.

If a vehicle approaching the guardhouse in the visitor (left) lane is displaying a current Bayshores decal or guest pass, the guard will endeavor to signal the vehicle through without delay, unless there are vehicles entering through the resident (right) lane at the same time.

2.2 Miscellaneous Rules for Guest Entry; Use of dwellingLIVE.

Bayshores is a private community. All non-resident visitors entering Bayshores by any means (whether by vehicle, bicycle, on foot, or otherwise) and who are not personally accompanied by a Bayshores resident must check in at the guardhouse at the entrance to the community before entry. The only exceptions to this rule are for: (1) Bayshore Marina tenants and their guests (see Section 2.1 above); (2) law enforcement, fire, medical, ambulance, and other emergency vehicles and related personnel needing access to perform their duties; and (3) such other persons and vehicles for whom entry may not be restricted as a matter of law (e.g., licensed process servers).

- C/o BHE Management Corporation, P.O. Box 7736, Laguna Niguel, CA 92607 • (949) 363-1963 •
- www.bayshores.org • www.BHEManagement.com •



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In order to be approved for entry, all visitors entering Bayshores who are not personally accompanied by a Bayshores resident must be pre-registered or logged onto the host resident's dwellingLIVE website in advance of the time entry is sought, with all required information completed (*i.e.*, name, identification as a "permanent" or "temporary" guest, and, if a temporary guest, the type of guest). If a visitor is not logged onto dwellingLIVE, in advance, subject to other demands of his/her job at the time the guard at the guardhouse will attempt to verify with an adult resident that the visitor is in fact an authorized visitor, using the phone/text number(s) provided by the resident. The guard is not required to attempt to contact the resident by phone or text, however, if either: (1) the delay in obtaining the resident's authorization for the guest's entry by phone or text results in traffic backing up at the guardhouse; or (2) there are multiple vehicles or persons similarly seeking entry to the same host/resident who have not been properly logged into dwellingLIVE (*e.g.*, in the situation of a large party). In that situation, the guard is authorized to deny entry and require the guest(s) to contact the resident to obtain proper authorization for entry (through logging onto dwellingLIVE), before re-approaching the guardhouse.

If a resident is hosting a party or event and anticipates that guests who are not on that resident's permanent guest list in dwellingLIVE will be arriving in five (5) or more separate vehicles, the resident is requested to list the guests' names as temporary guests in dwellingLive, in order to make it easier for the guard at the guardhouse to process them upon their arrival.

The guards at the guardhouse are often extremely busy and entries into Bayshores have increased significantly in recent years. Residents are strongly discouraged from telephoning the guardhouse with name(s) of authorized guests or delivering written lists to the guardhouse with names of guests (*e.g.*, for a party) (which names/lists the guards would then have to enter into dwellingLIVE on the resident's behalf). It is each resident's own responsibility to enter this information onto dwellingLIVE in advance. The guards may "make exceptions" and/or try to accommodate residents who are disabled or lack the technical skills to utilize dwellingLIVE, but they are not obligated to do so.

Residents are strongly encouraged to limit their "permanent" guest lists to only long-term, regular invitees, to limit their "temporary" guest lists to only those persons who legitimately require entry and for only those limited time periods for which entry is required (*e.g.*, a single day in the case of a party), and to purge their "permanent" lists from time to time as appropriate.

It is important to properly categorize guests prior to their entry, as different parking rules apply to certain guests (*e.g.*, construction workers) and the guest passes indicate the category of guest. The gate guards have the authority to change the category of guest pass if they reasonably determine the category of guest pass requested is incorrect.

Each owner shall promptly notify Association Management when his/her property has been sold, a tenant has moved, or a new tenant has occupied the owner's home (as applicable). All dwellingLIVE guest lists will be purged when a resident moves out of Bayshores.



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2.3 Prohibitions and Restrictions Applicable to Entry of Certain Visitors.

2.3.1 Construction Vehicles/Workers. No construction vehicle/worker is permitted to enter Bayshores to access or work at a construction site without the prior authorization of the property owner and/or the owner's general contractor. The owner/contractor is responsible to provide the gate guard with a list of all subcontractors, vehicles, and workers authorized to enter Bayshores to work at a job site (through dwellingLive). Owners/contractors shall not mischaracterize construction vehicles/workers as "service" vehicles/workers or other categories of guest in order to avoid the special entry/exit and parking rules that apply to construction vehicles/workers.

Construction vehicles/workers are not permitted to enter Bayshores or perform any construction work in Bayshores on Saturdays, Sundays, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, the day Independence Day is observed, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, December 24th, Christmas Day, and December 31st. On days construction workers are permitted to enter Bayshores and perform work, workers may not enter Bayshores prior to 7:00 a.m. and they must be out of Bayshores by 6:00 p.m; provided, however, that no construction vehicle longer than twenty-two feet (22') in length shall be permitted to enter Bayshores prior to 8:00 a.m.

Construction vehicles/workers may not bring dogs, other animals, minor children, or other guests who are not themselves construction workers into Bayshores, including in vehicles. If another person who is not himself/herself a construction worker is driving a construction worker to or from a job site in Bayshores, such person shall drop off or pick up the construction worker outside the entrance to Bayshores, in a legal parking/stopping location that does not impeded the free flow of traffic into or out of the entry/exit gate(s), and the construction worker shall enter (after providing proper identification) or exit through the pedestrian gate.

2.3.2 Service Vehicles/Workers. The permitted days/hours of entry into Bayshores for service vehicles/workers depend upon the type of vehicle and purpose for entry:

(1) Service Vehicles/Workers—Not Permitted on Weekends or Holidays; Limitation on Hours. This Paragraph (1) of Section 2.3.2 applies to the following types of vehicles/workers: landscape gardeners; tree trimmers; auto detailers and washers; pet care, grooming, and dog walking services; painters, plumbers, electricians, window washers, commercial cleaning service workers, carpet and window treatment installers, and similar workers performing maintenance or repair services on an existing home or property (not new construction) (collectively, "**Service Vehicles/Workers**"). Subject to Section 2.3.4 below, Service Vehicles/Workers are not permitted to enter Bayshores or perform any service, delivery, or other work in Bayshores on Saturdays, Sundays, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, the day Independence Day is observed, Labor Day, Thanksgiving Day, and Christmas Day). On days moving trucks/vans and vehicles/workers delivering, installing or picking up household goods, furniture, appliances, and similar items are permitted to enter Bayshores and perform work, their hours are limited to 7:00 a.m.-6 p.m. Monday-Friday and 8:00 a.m.-5:00 p.m. on Saturday provided, however, that no moving truck/van or any other vehicle delivering, installing or picking up household goods, furniture, appliances, or similar items and that is longer than twenty-two feet (22') in length shall be permitted to enter Bayshores prior to 8:00 a.m.



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(2) Commercial Moving Trucks/Vans and Vehicles/Workers Delivering/Installing/Picking Up Household Goods, Furniture, Appliances, and Similar Items—Not Permitted on Sundays and Holidays; Limitation on Hours. Commercial moving trucks/vans and commercial vehicles/workers delivering, installing, or picking up household goods, furniture, appliances, and similar items are not permitted to enter Bayshores or perform any work in Bayshores on Sundays, New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, the day Independence Day is observed, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve. On days moving trucks/vans and vehicles/workers delivering, installing or picking up household goods, furniture, appliances, and similar items are permitted to enter Bayshores and perform work, their hours are limited to 7:00 a.m.-6:00 p.m. Monday-Friday and 8:00 a.m.-5:00 p.m. on Saturday.

(3) Taxis and Ride-Sharing Vehicles; Food Delivery Services; Domestic, Caretakers, and Child Care Service Providers; Party Staff; No Limitation on Days/Hours of Entry. There is no limitation on the days/hours of entry into Bayshores for taxi and ride-sharing vehicles, food delivery vehicles, domestics and maids, caretaker and child care service providers, vehicles/persons providing similar services, and party helpers such as caterers, cooks, food and beverage serving and clean-up staff, and valet parkers.

(4) Commercial Mail and Package Delivery; No Limitation on Days/Hours of Entry. There is no limitation on the days/hours of entry into Bayshores for commercial mail and small package delivery vehicles/drivers (e.g., UPS, Federal Express, and Amazon)

2.3.3 Entry of Large Construction/Service Vehicles That Have Potential to Obstruct or Block Traffic. In addition to the limitations on construction vehicles/workers and service vehicles/workers set forth in Sections 2.3.1 and 2.3.2, the entry into Bayshores of large construction and service trucks and vehicles that have the potential to obstruct or block traffic (including but not limited to large flatbed trucks, cement mixers, trucks delivering lumber or other heavy construction materials, cranes, tractors, dump trucks, trucks with more than one (1) rear axle, vehicles eighty-four (84) inches or more in width, vehicles having a manufacturer's gross vehicle weight rating of ten thousand (10,000) pounds or more, and the like) require: (1) prior approval from the head of the Association's Security Committee or, in his/her absence or unavailability, from another member of the Association's Board of Directors, and (2) a minimum of forty-eight (48) hours prior notice to the guard at the guardhouse identifying the vehicle for which such entry is required and the date(s) and estimated time(s) and duration of such entry. The authorized representative of the Association granting approval for such a vehicle to enter the community shall have the right to impose reasonable conditions on the entry and parking of such vehicle to minimize its impact on the community and the owner/contractor shall be subject to all applicable rules set forth in the Architectural Guidelines, the agreement the owner is required to sign and submit to the Association with respect to construction as set forth in the Architectural Guidelines, and all other provisions of these Rules and Regulations.



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In addition to the foregoing, if the large construction/service vehicle in question will temporarily block vehicular passage along any Bayshores street or alley, at least forty-eight (48) hours prior to the vehicle's entry into Bayshores the owner (or his/her contractor) shall (1) provide written notice to all affected neighbors so they can move their vehicles out of the way and (2) post signs in appropriate places on either side of the area to be blocked so that traffic in the community can continue to flow as smoothly as possible.

2.3.4 Emergency Entry for Certain Service Vehicles/Workers.

Notwithstanding the rule set forth in Section 2.3.2(1) above, the days/hours of entry for Service Vehicles/Workers into Bayshores shall not be limited in the event of an Emergency, as long as prior authorization for the entry has been obtained from the President of the Association, the head of the Association's Security Committee or, in the absence or unavailability of both of them, from another member of the Association's Board of Directors. In the event such an Emergency entry is authorized, the Association representative authorizing entry shall communicate that authorization to the guardhouse. As used in this Section 2.3.4, the term "**Emergency**" shall mean a sudden or unexpected electrical or gas outage, a sudden or unexpected break or major leak in a home's plumbing, and any similar sudden or unexpected event or occurrence that requires immediate maintenance or repair and that would result in the resident's inability to use or occupy the home, a risk to the safety of residents, or a risk of property damage if the maintenance or repair work were to be delayed until the next available time that entry would otherwise be permitted. The authorized representative of the Association considering a request for an Emergency entry shall have the discretion to determine whether the request is justified.

2.3.5 Realtors/Broker's Preview Showings/Open Houses. Except as expressly set forth in this Section 2.3.5, the rules for entry of non-resident realtors into Bayshores shall be the same as for any other guest/invitee. (See Sections 2.1 and 2.2 above). Not by way of limitation of the foregoing, in order to enter Bayshores a non-resident realtor must be authorized for entry by a resident (or by the non-resident owner), he/she must identify himself/herself at the guardhouse, and he/she must state the address of the property he/she is visiting.

If a resident (or non-resident owner) notifies the guardhouse in advance, either through dwellingLIVE or by personal communication, that a standard "Broker's Preview" is being held at a Bayshores home that is being listed for sale, the requirement that the identity of each individual realtor be provided in advance, through dwellingLIVE or otherwise, shall be waived, and the guard at the guardhouse will be authorized to permit access to any person who (1) identifies himself/herself, (2) shows proof to the guard that he/she is a licensed real estate broker or agent, and (3) identifies the address of the property where the Broker's Preview is being held. Broker's previews may be held only between 10 AM-2 PM Monday-Friday, excluding New Year's Day, Martin Luther King Day, Presidents' Day, Memorial Day, the day Independence Day is observed, Labor Day, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, and New Year's Eve.



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In addition to the foregoing, non-residents shall be permitted to enter Bayshores to visit an “open house” for a home that is on the market to be sold, subject to the following rules and restrictions: (1) the open house may be held only on a Saturday or Sunday (and not on New Year’s Day, Martin Luther King Day, Presidents’ Day, Memorial Day, Opening Day, the day Independence Day is observed, Labor Day, Halloween, Thanksgiving Day, the day after Thanksgiving Day, Christmas Eve, Christmas Day, or New Year’s Eve); (2) the owner conducting or authorizing the open house (not his/her realtor) shall notify the head of the Association’s Security Committee and the guardhouse at least forty-eight (48) hours in advance of the beginning of the open house that the open house is occurring; (3) no sign advertising the open house shall be permitted in front of or in the vicinity of the entry gate(s) into Bayshores (whether on or off of Association property) and the only sign advertising the open house that is permitted shall be a single sign in the front yard of the property that is being offered for sale; and (4) each non-resident visitor to the open house shall be accompanied by a licensed realtor who identifies himself/herself to the guard at the guardhouse, shows proof to the guard that he/she is a licensed real estate broker or agent, and identifies the address of the property where the open house is being held.

2.3.6 Limitation on Entry of Guests of Non-Resident Owners. Non-resident owners shall have the right to enter Bayshores on the same terms as residents of Bayshores, except as set forth in this Section 2.3.6.

The Association recognizes that non-resident owners have a legitimate interest in visiting and inspecting their properties, checking on tenants/occupants, performing or supervising maintenance, repairs, and improvement work on their properties, engaging in activities relating to the leasing and sale of their properties, and the like. However, if a non-resident owner has leased or rented his/her home to a tenant, the rights of the owner as a Member of the Association to use the Bayshores recreational facilities (beaches, dock, children’s park, and clubhouse) pass to the tenant for the term of the tenant’s occupancy. Accordingly, no such non-resident owner shall have the right to authorize entry for guests for the purpose of using any of the Association’s recreational facilities.

2.3.7 Reserved Discretion to Security Guard(s) and Association Management to Determine Whether Entry is Permitted. The Association has attempted in Sections 2.3.1-2.3.6 of these Rules and Regulations to define as clearly as possible the various categories of visitors and the rules relating to the permitted dates, times, and circumstances of their entry into Bayshores. The Association acknowledges, however, that in some instances the rules may be ambiguous and subject to interpretation. If an owner or resident is uncertain as to whether a particular vehicle/visitor’s entry is permitted on a particular day and time, he/she is strongly encouraged to seek a determination in advance from the President of the Board, the head of the Security Committee, or, if both of them are absent or unavailable, from another member of the Board of Directors, which determination will then be communicated to the guard at the guardhouse. Owners and residents should understand that if the guard at the guardhouse is uncertain as to whether a particular vehicle/visitor is permitted to enter Bayshores, the guard may deny entry until he/she checks first with an authorized representation of the Association and that entry may be delayed/denied. If the guard on duty is unable to obtain an on-the-spot determination from an authorized representative of the Association, the guard is authorized to make a decision



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based on his/her judgment. The reasonable determination of the authorized representative of the Association and/or the guard on duty as to whether entry is permitted shall be final.

2.3.8 Board's Reservation of Discretion to Further Prohibit or Restrict Visitor Entry. In accordance with California law and the CC&Rs, the Association's Board of Directors reserves the right from time to time to: prohibit specific visitors from entering Bayshores in the event they are found to have (1) violated any applicable laws or regulations, the CC&Rs, or these Rules and Regulations, (2) engaged in behavior that interferes with residents' peaceful and quiet enjoyment of the community, (3) intentionally caused property damage or destruction to any Association property or private property in the community, or (4) (for ongoing construction projects) violated any of the applicable provisions of the Agreement that owners are required to sign and submit to Association management prior to the commencement of construction.

In addition, and also in accordance with California law and the CC&Rs, the Association's Board of Directors further reserves the right from time to time to prohibit or restrict residents who are under eighteen (18) years of age from authorizing visitors to enter Bayshores without the separate "real-time" authorization of an adult resident who is physically present in the community at that time and who is in a position to monitor and supervise the activities of his/her minor children and guest(s).

III. DRIVING ON BAYSHORES STREETS AND ALLEYS— RULES OF THE ROAD

3.1 Speed Limit (Streets). No person shall drive or operate a vehicle, motorcycle, golf cart, bicycle (including a motorized or electric bicycle), or motorized scooter upon any Bayshores street at a speed in excess of fifteen (15) miles per hour.

3.2 Speed Limit (Near Children's Park and in Alleys). No person shall drive or operate a vehicle, motorcycle, golf cart, bicycle (including a motorized or electric bicycle), or motorized scooter near the Children's Park or upon any Bayshores alley at a speed in excess of ten (10) miles per hour.

3.3 Basic Speed Law. In addition to the maximum speed limits set forth in Sections 3.1 and 3.2, no person shall drive or operate a vehicle, motorcycle, golf cart, bicycle (including a motorized or electric bicycle), or motorized scooter upon any Bayshores street or alley at a speed greater than is reasonable or prudent having due regard for weather, visibility, the proximity of parked vehicles, other traffic on the street or alley, and the surface and width of the street or alley, and in no event at a speed which endangers the safety of persons or property.

3.4 Stopping at Stop Signs. The driver of a vehicle or golf cart approaching a stop sign shall stop at the marked limit line or, if none, before entering the intersection, and shall remain stopped until it is safe to proceed.



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3.5 No Driving Backwards. Other than as may be necessary to complete a safe “Y” turn, no person shall drive or operate a vehicle or golf cart backwards on any Bayshores street or alley.

3.6 No Hitching Rides on Vehicles or Golf Carts. No person riding upon any motorcycle, motorized bicycle, bicycle, coaster, skateboard, roller skates, sled, or toy vehicle shall attach the same or himself to any vehicle or golf cart on any Bayshores street or alley. No person driving or operating a vehicle or golf cart on any Bayshores street or alley shall permit or allow any other person who is riding upon any motorcycle, motorized bicycle, bicycle, coaster, skateboard, roller skates, sled, or toy vehicle to attach himself or herself to such vehicle or golf cart.

3.7 Manner of Riding; Passengers. All persons riding in a golf cart shall remain seated at all times the golf cart is in motion.

3.8 Minimum Qualifications/Age. No person shall drive or operate a vehicle on any Bayshores street or alley who is not eligible and qualified to drive or operate such vehicle on a public street in accordance with the California Vehicle Code. No person shall drive or operate a golf cart on any Bayshores street or alley who is not at least sixteen (16) years of age.

IV. PARKING REGULATIONS

4.1 Parking On or Adjacent to One’s Own Property/Home; Blocking of Neighbors’ Front Walkways. Residents are encouraged to park their vehicles (including golf carts) in their garages or, for those homes that have the space available, in/on their driveways (but not in the alley itself—see Section 4.5 below). As a courtesy to neighbors, and subject to the “Prohibition of Cones Rule” set forth in Section 4.2 below, to the extent residents park their vehicles (including golf carts) on the street they are encouraged and requested whenever possible to park directly in front of their own homes or, for residents with corner lots, along the side of their own homes. Residents are also encouraged to request their guests/invitees to park in one of the same locations. Finally, as an additional courtesy to neighbors, if a parking space is not available in front or along the side of the resident’s or host’s home, residents and their guests/invitees are requested and encouraged whenever possible to not park directly in front of a neighbor’s front walkway or in a location that blocks or impedes pedestrian ingress/egress from the street to the neighbor’s front door.

4.2 No Reservation of Parking on Bayshores Streets (the “Prohibition of Cones Rule”); Exceptions. Common area parking in Bayshores is available on a first-come, first-served basis. The use of “No Parking” signs and the placement of traffic cones and all other items or implements to reserve or block-off common area parking in Bayshores is prohibited. Any traffic cones or other items or implements improperly left in the common area streets that are being used to reserve or block-off common area parking in violation of this rule will be confiscated. In addition, no owner or resident shall install or maintain a “No Parking” sign (with whatever verbiage is used to convey that message) on his/her property in a location that is visible from the adjacent street and that purports to prohibit or restrict parking along any portion of the adjacent street that is available for common area parking, including without limitation parking in front of a front gate or walkway.



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The only exceptions to the rule set forth in the first paragraph of this Section 4.2 are as follows:

(1) The Bayshores Board of Directors (or designee) shall have the authority to allow the limited, short-term reservation of parking in cases of significant need arising out of medical or health necessity, physical impairment, or other extraordinary circumstance. If such approval is granted, the reserved parking space(s) shall be limited to a maximum of twenty-five (25) feet of common area parking in front of the resident's home, shall not exceed the requirements of the extraordinary circumstance, and shall be implemented with the use of Association-issued traffic cones. The Bayshores Board of Directors and/or its designee shall be required to document all authorizations relating to such use of traffic cones to reserve parking, and the basis for such authorizations. This exception to the rule set forth in this Section 4.2 is designed to address temporary needs only and is not to be utilized to permit or otherwise authorize an extended or prolonged use of cones or other reservation of parking in the common areas.

(2) Owners performing construction work on their properties may install and maintain "No Parking" signs along the street frontages adjacent to their job sites, in order to ensure continuous access during construction hours for construction vehicles and materials, supplies, and equipment, and removal of trash and debris, all in accordance with the Architectural Guidelines and the Contractor Responsibilities & Agreement and/or Repair and Maintenance Agreement forms attached thereto, as the same may be revised from time to time.

The general rule set forth in the first paragraph of this Section 4.2 (and the exception set forth in paragraph (1) above) were adopted by the Board of Directors to comply with the terms of a stipulated judgment in a lawsuit and took effect on February 25, 2013.

4.3 Places Where Parking is Prohibited. A person shall not park or leave standing any vehicle or golf cart, whether attended or unattended, in any of the following places:

(1) Adjacent to a curb that has been marked in red (for "no parking"); provided, that golf carts may park adjacent to the red curbs at the swim and play beaches during the hours of 7:00 a.m.-10:00 p.m. only.

(2) Within an intersection, except adjacent to curbs where parking is permitted;

(3) On a marked crosswalk;

(4) In front of the entrance to an alley or private driveway or across an alley or driveway; or

(5) Adjacent to a construction site where the owner or contractor has posted "No Parking" signs pursuant to authorization provided by the Association's Architectural Review Committee or Board of Directors to enable the owner/contractor to access the site and park construction vehicles; provided, that the parking prohibition in this Section 4.3 shall apply only during approved construction days/hours (see Section 2.3.1 above).



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4.4 Blocking of Streets and Alleys Prohibited; Limited Exception. Except as stated below, no person shall drive, operate, or park any vehicle for any period of time on any Bayshores street or alley in such a manner as to block the free flow of vehicular traffic. For purposes of this rule, a street or alley shall be deemed to be blocked if vehicular traffic is blocked in both directions or if vehicular access into or out of any garage is blocked. Temporary exceptions to this rule shall be allowed only if all of the following conditions are satisfied: (1) the temporary blocking of a street or alley is approved in advance by the President of the Association, the Chairperson of the Bayshores Security Committee, or an authorized designee of either of them; (2) the temporary blocking of a street or alley is necessary to accommodate an ongoing construction project or the delivery, loading, or unloading of materials, supplies, or equipment to a Bayshores property; (3) the blockage of the street or alley occurs only during the hours that construction vehicles/workers are permitted to be in Bayshores; (4) the duration of the blockage and the portion of the street or alley to be blocked are limited to the maximum extent feasible; (5) the owner, resident, or contractor requesting authority to block a street or alley delivers written notice to all directly impacted neighbors at least 48 hours in advance of the planned blockage, including without limitation to any neighbors whose garage access will be blocked, which notice shall include the date and time/duration of the blockage; (6) appropriate signage, cones, or other barriers are placed on either side of the blockage to warn other vehicles and other appropriate safety measures (including use of a flagman) are taken, as may be determined to be necessary by the representative of the Association who approves the blockage; (7) the area of the blockage is continuously manned by a person who is able to immediately remove the vehicle causing the blockage if required to allow the passage of any emergency vehicle; and (8) the vehicle causing the blockage and any related signage, cones, and other barriers are promptly removed immediately after the work necessitating the blockage has been completed. The Association representative approving the blockage shall have the authority to impose reasonable conditions upon the blockage to implement the conditions set forth in the preceding sentence.

4.5 No Parking in Bayshores Alleys. No vehicle or golf cart may be parked in any Bayshores alley, except temporarily (not to exceed one hour), as may be needed for loading or unloading. Any vehicle or golf cart that is temporarily parked in an alley shall be positioned as closely as possible to the adjacent property so as to allow for the passage of other vehicles and any person temporarily parking in an alley shall be in or near the vehicle in order to be able to move it immediately if needed to permit through access for other vehicles. Golf carts may be parked upon the garage apron or on a paved surface along a home's side yard (*i.e.*, outside the alley easement area) if adequate space is available.

4.6 Restriction on Parking of Commercial Vehicles and Oversized Vehicles.

(1) As used in this rule, the term "Commercial Vehicle" shall mean any of the following: (a) a dump truck, cement mixer, delivery truck, and any other truck or vehicle of greater than three-quarter (3/4) ton capacity used in connection with a trade or business; (b) a vehicle designed and used primarily for commercial passenger transport, such as a van designed to accommodate ten (10) or more people; (c) a vehicle designed and used primarily for the transportation of property and/or equipment; (d) a vehicle and any vehicular equipment, mobile or otherwise, equipped with ladder racks, tool boxes, storage compartments, air compressors, or other



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types of mechanical or electrical equipment, parts, supplies, and the like used in connection with a trade or business; and (e) any vehicle displaying commercial signage. The type of motor vehicle license plate shall not be material to the foregoing definition.

(2) Consistent with Article X, Section 5 of the Association's CC&R's, no Commercial Vehicle, including without limitation any Commercial Vehicle owned, rented, or operated by an owner or resident, shall be parked, in whole or in part, upon any Bayshores street or alley except on those days and during those hours that Minor Service Vehicles/Workers are permitted to enter and remain in Bayshores. (See Section 2.3.4 of these Rules and Regulations for those hours.) In no event shall any Commercial Vehicles be permitted to park, in whole or in part, upon any Bayshores street or alley between the hours of 6 PM-7 AM; provided, however, that subject to the approval of the President of the Board of Directors, the Chairperson of the Association's Security Committee, or the designee or either of them, the overnight parking of Commercial Vehicles may be permitted as required only to provide temporary emergency service to private residences.

(3) In addition to the restrictions on the parking of Commercial Vehicles set forth in paragraphs (1) and (2) above, no 'Oversized Vehicle' shall be parked, in whole or in part, upon any Bayshores street or alley between the hours of 6 PM-7 AM; provided, however, that subject to the approval of the President of the Board of Directors, the Chairperson of the Association's Security Committee, or the designee of either of them, the overnight parking of an Oversized Vehicle may be permitted on Bayshores streets (not in any alley) as required only to provide temporary emergency service to private residences. As used in this rule, the term 'Oversized Vehicle' shall mean any vehicle, regardless of purpose or type, that is (1) eighty-four (84) or more inches in width and (2) eighty-four (84) or more inches in height or twenty-two (22) or more feet in length.

4.7 Restriction on Parking of Boats and Trailers. Consistent with Article X, Section 5 of the Association's CC&Rs, no trailer, camper, boat, or similar equipment shall be parked, in whole or in part, upon any Bayshores street or alley for a period of twenty-four (24) or more consecutive hours. No detached or empty trailer may be left parked upon any Bayshores street or alley for any period of time.

4.8 Maximum Parking Duration Period for Guests. No owner or resident shall permit or allow a non-resident family member, friend, or other invitee or guest to park his or her vehicle on any Bayshores street for a period of seventy-two (72) or more consecutive hours. For purposes of this rule, the vehicle shall be considered to have remained parked unless, during any seventy-two (72) hour period, said vehicle has been moved at least one hundred (100) feet from the position it previously occupied.

4.9 Parking on Bayshores Streets for Bayshores Owners, Residents, and Guests Only. The common areas in Bayshores are private property, owned by the Association for the use and benefit of the owners and residents of Bayshores. No person who is not an owner, resident, or a guest of an owner or resident is permitted to park a vehicle or golf cart on any street in Bayshores. This includes, without limitation, tenants and persons using the Bayshore Marina (who are not also Bayshores owners, residents, or guests).



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4.10 Prohibition on Parking Abandoned, Wrecked, Dismantled, and Inoperable Vehicles. No owner or resident shall park or suffer another occupant of his/her home or a non-resident guest to park an abandoned, wrecked, dismantled, or inoperable vehicle on any Bayshores street.

4.11 Limitation on Locations of Construction Worker Parking. Construction workers are permitted to park their personal transportation vehicles (passenger cars, SUVs, and light trucks) in any of the following locations in Bayshores (but no others): (1) on the job site itself (*i.e.*, behind the curb, off the street, and not encroaching into the alley); (2) along the street frontage directly adjacent to the job site, but not in any alley and not in front of neighboring residences); (3) along the east side of Bayshore Drive adjacent to the hedge near the entrance to the Bayshores community (but not in the spaces marked for the use of Bayshores security personnel and not in any red zone); (4) along the south side of Bayshore Drive adjacent to the Bayshore Marina parking lot (but not in any red zone); and (5) if pursuant to a valid Bayshore Marina parking pass issued by the Association, in one of the Association's reserved spaces in the Bayshore Marina parking lot. Construction worker vehicle parking is not permitted on the street adjacent to a Bayshores property other than the job site itself under any circumstances, including based on the written or verbal "permission" granted by the owner or occupant of the adjacent home. To the extent there is not sufficient parking within the Bayshores community for all of the construction workers on a particular job site, the owner/contractor will need to provide parking outside Bayshores or else instruct their subcontractors and construction workers accordingly.

The parking restrictions in this Section 4.11 do not apply to construction vehicles required for the delivery, placement, or removal of heavy materials, equipment, supplies, debris, etc., that cannot be easily carried by hand from a location away from the job site—including without limitation skip loaders and other tractors; dump trucks; cement mixers; cranes; and trucks carrying lumber, scaffolding, drywall, doors, windows, roofing materials, stone, cement, electrical supplies and equipment, pipe and plumbing supplies, flooring, paint and painting equipment, landscaping and hardscape materials, and the like.

Major new construction projects are required to purchase at least two (2) parking passes for construction worker parking in the Bayshore Marina parking lot for the entire period of construction (or as long as the parking program continues, and subject to Cal Rec's approval).

V. USE OF RECREATIONAL FACILITIES: BEACHES/CLUBHOUSE/CHILDREN'S PARK

5.1 Use of Bayshores Recreational Facilities for Exclusive Use of Bayshores Residents and Guests; Joint Responsibility. The recreational facilities in Bayshores (including without limitation the beaches, volleyball court, platform/slide, dock, kayak and paddleboard storage areas, BBQ equipment, children's park, and clubhouse) are reserved for the exclusive use of Bayshores residents and their guests only. Construction and service workers (excluding caretakers accompanying a Bayshores resident and child care service providers accompanying a minor child who is a resident of Bayshores) are not permitted to use any of the Bayshores recreational facilities.



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Such construction and service workers are required to take work breaks only on the job site or in their vehicles. Tenants and guests of the Bayshore Marina who are not also Bayshores residents or guests are also not permitted to use any of the Bayshores recreational facilities.

The owner(s)/resident(s) who use or authorize the use of any of the Bayshores recreational facilities are jointly responsible for their own acts and omissions and the acts and omissions of their tenant(s), members of their household(s), and guests, including any damages arising therefrom.

5.2 Use of Recreational Facilities at Your Own Risk. The Association does not provide lifeguard services at either of its two beaches at any time. Use of all Bayshores recreational facilities is at the risk of the residents and their respective guests. Not by way of limitation of the foregoing, the safety of minor children at the beaches, dock areas, etc., is the sole responsibility of their parents or caretakers.

5.3 Use of the Bayshores Beaches.

5.3.1 Hours of Use. The Bayshores beaches are open for the use of Bayshores residents and their guests from 7:00 a.m.-10:00 p.m. No person is permitted to use either of the Bayshores beaches from 10:00 p.m.-7:00 a.m.

5.3.2 Picnicking, Cooking, and Use of Barbeques. Picnicking is permitted on both beaches (until 10:00 p.m.) throughout the year. Barbecuing/cooking is permitted at both beaches but only on the cement pads. The Association provides BCA-owned gas barbeque grills and a limited number of tables and chairs for the use of residents and their guests and a limited number of BCA-owned tables and chairs are available (each resident is responsible for set-up and removal). Residents are responsible to turn off the gas barbeques after use, to clean up all food, grease, trash, and debris immediately after use, and to restore the area(s) of use to at least as good a condition as existed immediately prior to use. Residents are also requested to use the tables and chairs only for their intended purposes and to treat them with respect so as to minimize the risk of damage and limit ordinary wear and tear.

5.3.3 Cleaning. Residents are responsible for the removal of all food, trash, and debris immediately after use of either of the beaches, and for restoration of the area(s) of use to at least as good a condition as existed immediately prior to use. The Association provides a limited number of trash receptacles with limited capacity at the beaches, which are intended to accommodate only casual day use by individuals and small groups of beachgoers and not for the deposit of food waste. Any resident hosting a group in excess of six (6) persons and/or using the beach for barbecuing, cooking, or eating/drinking is requested to remove his/her food waste and dispose of it at home.

5.3.4 Glass. Use of glass and other breakable dishware, glasses, etc., at the beach is discouraged and is to be minimized. If such materials are used, everyone in the group must use great care and be thorough in cleaning.



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5.3.5 Canopies and Tents. Canopies and tents are not allowed at the swim beach from the Friday before Memorial Day-September 15th, with the exception of use for Association/Windjammers events.

5.3.6 Amplified Music. Your choice of music is not necessarily what other residents and their guests want to hear. Accordingly, amplified music is permitted at the beaches only as long as it is low volume, the music does not interfere with other beach goers' enjoyment of the beach, and the music does not disturb neighbors. For example, use of blue tooth speakers with sound limited to the table/group for which the music being played is allowed. Examples of music not permitted include D.J.'s; bands; and music amplified by speakers or devices that project the sound beyond the area occupied by the attendees at the party/gathering. An exception to this amplified music policy applies to Association-sponsored community-wide events such as Opening Day.

5.3.7 Food Trucks and Bounce Houses. In order to utilize a food truck or bounce house at either of the Bayshores beaches the owner/resident shall comply with the applicable rules for holding a Large Party (see Section 5.4 below).

5.4 Reservation of One of the Bayshores Beaches for a Large Party/Event.

5.4.1 Reservation Requirement. Reservations must be made for a "Large Party" at the swim beach or play beach. For purposes of this rule, a "Large Party" is defined as (1) a party/gathering with more than twenty (20) people in attendance (including all residents, guests, and any service workers) and (2) any party/gathering, regardless of the number of attendees, that includes a food truck or bounce house.

It should be understood that a reservation does *not* grant a right to exclusive access or occupancy of the beach. Bayshores residents/guests who are not invitees of a reserved Large Party are still allowed to use the beach during the time the Large Party is scheduled.

5.4.2 Dates/Times That Large Beach Parties Are Permitted. Large Parties with more than thirty (30) attendees may be reserved and held in the "Summer months"--defined for purposes of this rule as beginning the Friday before Memorial Day and extending through September 15th--only on the following days and during the following times: (1) at the swim beach, on Monday-Thursday from 9:00 a.m.-10:00 p.m.; (2) at the swim beach, on Friday from 9:00 a.m.-3 p.m.; (3) at the play beach, on any day of the week from 9:00 a.m.-10:00 p.m. Notwithstanding the foregoing, however, in no event shall more than one Large Party with more than thirty (30) attendees be reserved or permitted at either beach on any one day. Large Parties are also subject to the same curfew that applies to other beachgoers (10:00 p.m.)

No Large Parties with more than thirty (30) attendees may be reserved or held at the swim beach during the Summer months on Fridays after 3:00 p.m. or at any time on Saturday or Sunday. In addition, no Large Party with more than twenty (20) attendees may be reserved and no Large Party with more than twenty (20) attendees shall be allowed at either beach on Opening Day, any holiday (e.g., Memorial Day, July 4th, and Labor Day) or during the times either beach is occupied by the Bayshores Summer Camp.



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5.4.3 Restricted Purposes of Allowable Large Parties. Bayshores beaches are for the primary use of Bayshores residents and their guests. Accordingly, Large Parties with more than twenty (20) attendees are limited to those at which a Bayshores resident is hosting and is in attendance. Weddings, wedding/baby showers, birthday parties, memorials, and similar events are allowed only if the event is for a Bayshores resident or immediate family member of a Bayshores resident (*i.e.*, great-grandparent, grandparent, parent, child, grandchild, great-grandchild). The Bayshores beaches may not be reserved for corporate, business, community, non-profit, or political events or fundraisers.

5.4.4 Food Trucks and Bounce Houses Subject to Approval; Porta-Potties Prohibited. Food trucks and bounce houses (and similar facilities) may be allowed in conjunction with a Large Party at one of the beaches, subject to the approval of an authorized representative of the Association and the owner/resident's compliance with any conditions imposed on such activities (see Section 5.4.5 below). The owner/resident seeking approval to host a Large Party shall disclose on the application form whether he/she intends to bring a food truck and/or bounce house to the event.

Porta-potties are not allowed in conjunction at either beach at any time, except in conjunction with Association-sponsored community-wide events such as Opening Day. No owner/resident may place a porta-potty at or near either beach in conjunction with a Large Party. Attendees at the party should be directed to use the bathroom facilities at the host's residence.

5.4.5 Reservation Procedures. The Association's management company maintains application forms for the reservation of Large Parties. All applications for reservation of a Large Party at one of the Bayshores beaches shall be submitted to the management company at least ten (10) days prior to the planned event. Each application shall be fully completed, signed by the owner or resident hosting the party, and accompanied by a Five Hundred Dollar (\$500) security deposit payable to Bayshores Community Association.

Applications for reservations will be considered in the order submitted, with the submittal date deemed to be the date/time a complete application (with deposit) is received. The President of the Association's Board of Directors and the Chairperson of the Beaches, Boats, and Parks Committee (or, if both of them are absent or unavailable, another member of the Board) have the authority to take action on applications for Large Party reservations, and to impose reasonable conditions on the approval of same, including without limitation: (1) limiting the maximum number of attendees; (2) requiring insurance for bounce houses; (3) limiting the maximum size of food trucks or bounce houses; (4) specifying the permitted location for a food truck or bounce house; and (5) limiting the hours of operation of a food truck or bounce house.

The Association's management company will endeavor to post on the BCA website information regarding the date and time of any confirmed Large Party reservation, in order to better enable Bayshores residents to plan their own activities.



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The owner/resident's security deposit will be returned after the Large Party, provided that the Association reserves the right to deduct from any refund and retain the sum of the following amounts: (1) any amounts the Board of Directors assesses as a fine or penalty for violation of the applicable rules/conditions for use of the beach; (2) any clean-up costs incurred by the Association if the owner/resident fails to promptly clean up after the event as required by these Rules and Regulations; and (3) any costs incurred by the Association to compensate for damage to Association property resulting from the event. The amount of the owner/resident's security deposit shall not limit the remedies the Association may have if the total fines, penalties, costs, and damages exceed the amount of the deposit.

5.4.5 Other Rules Applicable to Large Parties at the Beach. The owner/resident and guests attending a Large Party at one of the Bayshores beaches are all subject to the other rules governing use of the beaches set forth in Section 5.3 of these Rules and Regulations.

5.5 Use of the Bayshores T-Dock.

5.5.1 General. The Bayshores T-dock is limited in size and is intended for the use of Bayshores residents and their guests only. Accordingly, the Association's Board of Directors has adopted rules limiting the use of the T-dock to maximize the benefit of this amenity for the greatest number of boat and dinghy owners.

As used in these Rules and Regulations, the term "dinghy" means a watercraft that does not exceed fourteen (14) feet' in length, is not higher than four (4) feet above the waterline, and has a maximum engine size of fifty (50) horsepower. Any watercraft larger or more powerful than a dinghy, as so defined, is considered a "boat" for purposes of these rules.

5.5.2 Dinghy Tie-Ups at T-Dock.

Dinghy owners are not permitted to use the T-dock as permanent storage space.

Bayshores residents and their guests may tie up dinghies on the leeward side of the T-dock, on a first-come, first-served basis. A maximum of four (4) dinghies are permitted to tie up to the T-dock at any one time. This use of the T-dock shall be free of charge to Bayshores residents.

An owner may tie up a dinghy on the leeward side of the T-dock for a maximum of three (3) consecutive days, after which he/she must remove the dinghy for a minimum of five (5) consecutive days. For purposes of this rule, a dinghy will be deemed to have been tied up to the dock on a particular day if it is tied up to the dock for more than ten (10) minutes of time that day.

Example: If a dinghy owner ties up his/her dinghy at the dock for two entire days and then ties up his/her dinghy at the dock for thirty (30) minutes on the third day, the owner will be deemed to have tied up his/her dinghy to the dock for three (3) consecutive days and he/she must then remove the dinghy for a minimum of five (5) consecutive days (but during those five (5) days the owner still may tie up his/her dinghy to the dock for not more than ten (10) minutes of time per day).



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5.5.3 Boat Tie-Ups at T-Dock.

Boat owners are not permitted to use the T-dock as permanent storage space.

Bayshores residents and their guests may tie up boats on the outside/windward side of the T-dock, on a first-come, first-served basis, for a maximum of one (1) hour (and in no event overnight). During said one (1) hour period the boat owner/operator shall remain on or in close proximity to the boat so that he/she can move it if necessary to accommodate other boats dropping off or picking up passengers. This use of the T-dock shall be free of charge to Bayshores residents.

5.5.4 Boat and Dinghy Registration and Insurance; No Association Liability.

All boats and dinghies tied up at the T-dock must have a current CF number and registration. Each dinghy that remains tied up overnight must also be registered with the Association, and the Bayshores registration sticker must be clearly visible.

All dinghy owners tying up at the Bayshores T-dock overnight must provide and maintain a current Certificate of Insurance showing proof of liability coverage (for boat/dinghy owners) for bodily injury and property damage with a minimum limit of \$500,000. The Certificate must name the Association as an additional insured.

Neither the Association nor any of its officers, agents, or employees shall have any liability for any loss or damage to any boat while it is tied to the T-dock, or if it is removed for failure to comply with the requirements of these Rules and Regulations.

5.5.5 Towing of Boats and Dinghies Not Complying With Rules and Regulations.

In addition to its other remedies, the Association reserves the right to have boats and dinghies towed (by the Harbor Patrol) for non-compliance with the rules set forth in this Section 5.5.

5.6 Use of Volleyball Court at Swim Beach. The following rules shall apply to use of the volleyball court at the swim beach:

5.6.1 Summer Hours. From the Friday before Memorial Day through September 15, there is no volleyball play after 5:00 p.m. Monday-Thursday, after 4:00 p.m. on Friday, and after 1:00 p.m. on Saturday and Sunday. There is to be no volleyball play on Memorial Day, July 4th, Labor Day, or Opening Day, with the exception of the Volleyball Tournament on Opening Day. In addition, no volleyball play is permitted during the hours the swim beach is being occupied/used for the Bayshores Summer Camp.

5.6.2 Non-Summer Hours While Daylight Savings Time is in Effect. From the commencement of Daylight Savings Time until the commencement of Summer Hours and from the end of Summer Hours to the end of Daylight Savings Time, no volleyball play is permitted after 5:00 p.m. (seven (7) days per week).



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5.6.3 No Volleyball Play if Conflict with Reserved Large Party. In addition to the restrictions on the days/hours of volleyball play set forth in Sections ____ above, no volleyball play is permitted during any times the swim beach has been reserved for a large party (thirty (30) or more persons) in accordance with these Rules and Regulations. The Association's management will endeavor to promptly provide notice on the BCA website of the date and time of any approved large party reservations.

5.6.4 Miscellaneous Rules for Use of Volleyball Court. On the days and during the hours that volleyball play is permitted, the volleyball court is available for use on a first-come, first-served basis. At least one resident must be a player or be physically present to use the court. If more than one group is present, usage of the court is limited to ninety (90) minutes maximum and the group on the court must promptly vacate when its time slot is up and others are waiting to play.

Volleyball players are not permitted to use the Association's tables, chairs, or other property to "contain" the volleyball or prevent it from entering the bay.

5.7 Kayak and Paddleboard Storage. The Association maintains a limited number/amount of racks/containers/space for kayak and paddleboard storage at both beaches. Subject to availability, storage spaces are made available to Bayshores residents only for an annual fee established by the Association's Board of Directors. (The annual fee in calendar year 2022 is \$150.00 and is subject to adjustment from time to time.) The annual fee is payable in advance. Storage space is allocated on a first-come, first-served basis and is limited to a maximum of two kayaks or paddleboards per household. The kayak or paddleboard owner must display a BCA sticker on the kayak or paddleboard. Applications for use of available kayak and paddleboard storage space may be obtained from the Association's management company.

Each owner of a kayak or paddleboard is responsible to return the kayak or paddleboard to its allotted space when it is not in use (*i.e.*, kayaks and paddleboards are not to be left unattended on the beach) and for keeping clean and not damaging the Association's property used to provide storage.

5.8 Use of the Children's Park and Clubhouse.

5.8.1 Use of Children's Park Restricted to Young Children. The children's park is for the exclusive use of young children and their parents and other supervising (older) family members, guardians, and caregivers.

5.8.2 Hours of Use. The children's park is open for the use of Bayshores residents and their guests from 8:00 a.m. until sunset. No person is permitted to use the children's park from sunset-8:00 a.m. The clubhouse is available for use from 7:00 a.m. until 10:00 p.m.

5.8.3 Picnicking. Picnicking is permitted in the children's park during the permitted hours of use. No cooking or barbecuing is permitted in the children's park or clubhouse at any time.



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5.8.4 Cleaning. Residents are responsible for the removal of all food, trash, and debris from the children's park and clubhouse immediately after use, for cleaning of the restroom, and for restoration of the area(s) of use to at least as good a condition as existed immediately prior to use. The Association provides a limited number of trash receptacles with limited capacity at the children's park, which are intended to accommodate only casual day use by individuals and small groups and not for the deposit of food waste. Any resident hosting a group in excess of six (6) persons and/or using the children's park for picnicking, eating or drinking is requested to remove his/her food waste and dispose of it at home. If the children's park or clubhouse is left in an unclean or unsanitary condition, the Association reserves the right to recover all costs of clean-up from the responsible owner/resident.

5.8.5 Glass. Use of glass and other breakable dishware, glasses, etc., in the children's park is prohibited.

5.8.6 Amplified Music. Amplified music is permitted at the children's park and in the clubhouse only as long as it is low volume and does not project onto nearby properties and disturb the neighbors. For example, use of blue tooth speakers with sound limited to the area occupied by the group for which the music being played is allowed. Examples of music not permitted include D.J.'s; bands; and music amplified by speakers or devices that project the sound beyond the area occupied by the attendees at a party/gathering.

5.8.7 No Food Trucks, Bounce Houses, or Porta-Potties. Due to limitations of space, traffic constraints, and lack of adjacent parking, no food trucks, bounce houses, or porta-potties are allowed in or adjacent to the children's park. The restroom in the clubhouse is generally available for use.

5.8.8 Reservation of Children's Park or Clubhouse. Reservations must be made for use of the clubhouse and for any "Large Party" to be held in the children's park. For purposes of this rule, a "Large Party" is defined as a party/gathering with more than twenty (20) people in attendance (including all residents, guests, and any service workers). No deposit or fee is required in conjunction with such a reservation. Reservation applications shall be made to the Association's management company. The President of the Association's Board of Directors and the Chairperson of the Beaches, Boats, and Parks Committee (or, if both of them are absent or unavailable, another member of the Board) have the authority on behalf of the Association to take action on applications for reservations for use of the clubhouse and children's park and to impose reasonable conditions on the approval of same, including without limitation limiting the maximum number of attendees.

It should be understood that a reservation for the children's park does *not* grant a right to exclusive access or occupancy. A reservation of the clubhouse does grant an exclusive right of occupancy for the period of the meeting/event/gathering.

Birthday parties and similar gatherings in the children's park are allowed only if the event is for a small child who is a Bayshores resident or a small child who is an immediate family member of a Bayshores resident (*i.e.*, great-grandparent, grandparent, parent, or legal guardian).



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VI. MISCELLANEOUS COMMON AREA RULES

6.1 Dogs. Consistent with City of Newport Beach ordinances, dogs may not be allowed to run loose in Bayshores and when off of the owner/resident's property must be restrained by a maximum 6-foot leash at all times. In addition, any person walking a dog in Bayshores must have in his/her possession a container to remove droppings left by the dog and all dog "nuisances" must be removed immediately. Owners/residents are responsible for their pet's behavior.

6.2 No Fireworks. No fireworks or similar pyrotechnic device may be lit or discharged anywhere in Bayshores, including on private property and in any of the Bayshores common areas, and regardless of the type of fireworks (*i.e.*, this prohibition applies equally to "safe-and-sane" fireworks as well).

6.3 Realtors; For Sale/Lease and Open House Signs. Consistent with Article X, Section 3 of the Bayshores CC&Rs, no for-sale, for-lease/rent, or open house sign may be placed or maintained in any location in Bayshores other than on the property that is for sale or rent. A maximum of one (1) such sign is permitted on a property that is for sale or lease/rent and the size of the sign is limited to not more than twenty-four (24) inches by eighteen (18) inches.

6.4 Mobile Storage Units/PODs. Use of mobile storage is limited to a maximum of ninety-six (96) hours. Mobile storage units must be placed directly in front of the owner/resident's property on blocks, and may not be placed in alleys or in any area where parking is prohibited (*e.g.*, adjacent to a red curb). Notice must be given to the Association's management company no less than twenty-four (24) hours prior to delivery of the unit.

VII. MISCELLANEOUS RULES RE DEVELOPMENT, USE, MAINTENANCE, REPAIR, AND OCCUPANCY OF BAYSHORES HOMES AND PROPERTIES

7.1 Single-Family Residential Use Only. The Bayshores CC&Rs (Article X, Section 1) require that all lots in Bayshores, other than the lots owned by the Association, "shall be known and described as residential lots and shall be used for no purpose other than residential purposes" and that "[n]o building shall be erected, altered, placed or permitted to remain on any such Lot other than a building used as a single family dwelling." Article X, Section 2 of the CC&Rs further states that no such residential lot "shall ever be used or caused to be used or allowed or authorized in any way, directly or indirectly, for any business, commercial, manufacturing, mercantile, storing, vending, or other such non-residential use."

As used in these Rules and Regulations, the term "family" shall mean one or more persons living together as a single housekeeping unit. As used in these Rules and Regulations, the term "single housekeeping unit" means the functional equivalent of a traditional family, whose members are an interactive group of persons jointly occupying a single dwelling unit, including the joint use or and responsibility for common areas, and sharing household activities and responsibilities (*e.g.*, meals, chores, household maintenance, expenses, etc.) and where, if the unit



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is rented, all adult residents have chosen to jointly occupy the entire premises of the dwelling unit, under a single written lease with joint use and responsibility for the premises, and the makeup of the household occupying the unit is determined by the residents of the unit rather than the landlord or property manager.

To the maximum extent authorized under California law, each lot in Bayshores shall be developed, maintained, and used consistent with Article X, Sections 1 and 2, of the CC&Rs.

7.2 No Short-Term Rentals. Rental or lease of any Bayshores property must be for a minimum of thirty (30) days. No short-term rentals (“STRs”) for less than thirty (30) days are allowed.

7.3 Owner Responsibilities With Respect to Leased or Rented Properties. Property owners who rent or lease their properties shall: (1) promptly notify the Association’s Management company of the name, address, email, and telephone number of each of the adult tenants and the term of the rental/lease; (2) include in the lease or rental agreement a provision that the tenant has been provided a copy of these Rules & Regulations, and that he/she will abide by all provisions therein.; (3) be and remain responsible for the conduct of their tenants, all members of their tenant’s household, and all of their respective guests and invitees, and their adherence to these Rules and Regulations, which responsibility includes the obligation to pay all fines and forfeitures that may be levied against their renter for violation of these Rules and Regulations.

7.4 Compliance With Architectural Design Guidelines and Policies. Pursuant to the authority granted to the Association’s Board of Directors in Article VI of the CC&Rs, the Board has adopted (and from time to time revises) certain Architectural Design Guidelines and Policies (the “Architectural Guidelines”). The Architectural Guidelines apply to the development of all lots in Bayshores, including without limitation new construction, remodels, repair and maintenance projects, and the installation and modification of certain elements of a property’s exterior hardscape and landscaping. A copy of the Architectural Guidelines can be found on the Bayshores website. Each Bayshores owner and resident is responsible for reading, understanding, and complying with applicable provisions of the Architectural Guidelines. For convenience purposes, Section 7.5 of these Rules and Regulations restates some, but not all, provisions in the Architectural Guidelines that owners/residents otherwise might not consider to be related to “construction” activities on their properties, but the fact that a specific provision in the Architectural Guidelines is *not* similarly set forth in Section 7.5 does not mean that it is not valid or enforceable.

7.5 Miscellaneous Rules Relating to Maintenance, Repair, and Alteration of Bayshores Properties.

7.5.1 Repair and Maintenance Forms Required for Minor Repair and Maintenance Projects.

Major construction and remodeling projects and projects that change the exterior appearance of a home generally must first obtain discretionary approval from the Architectural Review Committee in accordance with the requirements and procedures set forth in the Architectural Guidelines.



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Pursuant to Section D.9 of the Architectural Guidelines, no discretionary Architectural Committee approval is necessary for repair and maintenance work that does not change the exterior appearance of the home, including interior remodeling, replacement of HVAC equipment that is not visible from adjacent streets and alleys, re-painting, re-roofing, and replacement of windows, doors, and siding using similar materials. However, prior to the commencement of work homeowners are required to notify the Association's management company in writing of the anticipated scope of work by completing and submitting a Repair and Maintenance Notification form. That form is available on the BCA website. The Association's management company will promptly forward the Repair and Maintenance Notification form to the Chairpersons of the Architectural Committee and Security Committee, who have the authority to approve the work.

7.5.2 Removal of Mature Trees; Replacement. Pursuant to Section C.9.M of the Architectural Guidelines, no owner or resident may remove or allow to be removed an existing "mature tree" from his/her property without first obtaining approval from the Architectural Committee. For purposes of this rule, a "mature tree" shall mean any tree twenty-five (25) feet or more in height. In addition, no homeowner or resident may cut, trim, or otherwise reduce the height of a mature tree to less than twenty-five (25) feet in height and later remove or allow the tree to be removed without the prior approval of the Architectural Committee. The Architectural Guidelines set forth factors the Architectural Committee will take into consideration in determining whether to approve removal of a mature tree. The general rule, subject to exceptions at the discretion of the Architectural Committee, is that if removal of a mature tree is allowed it must be replaced with another minimum forty-eight (48) inch box tree. Please refer to the Architectural Guidelines for further information.

7.5.3 Fence, Gate and Landscape Wall Heights. The heights of fences on or along side and rear lot lines or side and rear easement lines may not exceed six (6) feet from finished grade. Heights of fences, gates, and landscape walls in the front setback or parkway may not exceed three (3) feet. The Association requires separate permits for fence construction. Fences, wall planters or other structures over three (3) feet in height within the setback or on the bay side of waterfront property, are prohibited. (See Architectural Guidelines, Section C.2.2.)

7.5.4 Rooftop Solar Equipment/Installations. The Architectural Guidelines (Section C.9.C) require Architectural Committee approval for the installation of rooftop solar panels and equipment and contain certain technical requirements for the same. Please refer to the Architectural Guidelines for further information.

7.5.5 Re-Roofing Projects; Composite/Asphalt Roofing Materials. The Architectural Guidelines have rules relating to roofing materials considered "appropriate" and "inappropriate." Among other rules, composite/asphalt shingle products are generally deemed to be "inappropriate," subject to the discretion vested in the Architectural Committee to approve exceptions. (And certain higher quality composite material roofing products have been deemed acceptable.) Before re-roofing your house, please refer to the Architectural Guidelines for further information.



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7.5.6 Satellite Dishes and Antennas. The Bayshores CC&Rs (Article X, Section 9) and the Architectural Guidelines (Section C.9.B) require Architectural Committee approval for the installation of satellite dishes, antennas, and similar equipment and devices on the exterior of any home. Please refer to the Architectural Guidelines for further information.

7.5.7 Installation of Outdoor Gas Fireplaces and Spas; Placement of HVAC, Spa, and Similar Equipment. The Architectural Guidelines require discretionary Architectural Committee approval prior to the installation of any gas fireplace, spa, or similar facility in the front or side yard setbacks or visible from any Bayshores street, alley, or neighboring property. Section C.9.H of the Architectural Guidelines also requires Architectural Committee approval for the installation of HVAC units and spa and similar equipment on the exterior of any home. Please refer to the Architectural Guidelines for further information.

7.5.8 Maintenance of Twenty-Four (24) Inch Zone Behind the Curb. Section C.2.2 of the Architectural Guidelines requires that the first eighteen (18) inches behind the curb on the front and street side yard of a property be maintained with a flat walkable surface material. Please refer to the Architectural Guidelines for further information. This rule is prospective only and does not require the “retrofitting” of any Bayshores property that was properly developed in accordance with the rules, regulations, and Architectural Guidelines at the time of development/installation, but the rule does apply to re-landscaping projects in this zone. Please refer to the Architectural Guidelines for further information.

7.5.9 Synthetic Turf. Section C.9.J of the Architectural Guidelines allows for the installation of artificial or synthetic turf, but contains certain quality standards with respect thereto. Please refer to the Architectural Guidelines for further information.

7.6 Trash Enclosures/Containers. The Bayshores CC&Rs (Article X, Section 8) require that “[a]ll . . . refuse containers. . . shall be prohibited upon any Lot, unless obscured from view of adjoining lots and streets, by a fence or appropriate screen.” Consistent with this rule, all trash containers shall be stored in one of the following places: (1) along one of the interior side yards of the home, behind a gate, fence, or wall that fully screens the trash containers from view from neighboring streets, alleys, and homes, or in a fully enclosed garage; or (2) for any home for which a trash enclosure was constructed adjacent to the alley (but not within the portion of the property located within the alley easement itself) prior to February 1, 2023, and which trash enclosure fully screens the trash containers from view from neighboring streets, alleys, and homes in accordance with the CC&Rs, in that trash enclosure.

The foregoing rule does not prohibit the placement of trash containers in or adjacent to the alley (or, for homes on the bay side of Bayshore Drive, at the front curb) as required to enable CR&R (or other refuse company that may provide this service from time to time) to perform its weekly trash pick-up service (which generally occurs on Tuesdays; sometimes on Wednesdays after a Monday holiday). Nor does the foregoing rule apply on special trash pick-up days that may occur from time to time. On those occasions, trash containers shall not be placed in or adjacent to the alley (or at the curb) earlier than 5:00 p.m. on the day before trash day and trash containers shall be returned to their proper storage locations (as specified above) as soon as possible after trash pick-up has occurred, and in no event later than 7:00 p.m. on trash day.



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If there will not be a resident on the property who can move the trash containers to comply with these timelines, the Association requests that the resident make alternative arrangements, including: (1) asking a neighbor or, if available, a landscaper or other service worker, to timely move the trash containers on the resident's behalf; (2) not placing trash containers in the alley (or at the curb) unless someone will be available to promptly put them away afterwards; or (3) disposing of any accumulated trash off-site in another appropriate location (but in no event in the trash receptacles in the Bayshore Marina parking lot, which are the property of Cal Rec and not available for the use of Bayshores residents).

7.7 Property Maintenance Standards. Article X, Section 4, of the Bayshores CC&Rs states that nothing "shall. . . be done [on any property in Bayshores] which may be, or may become an annoyance or nuisance to the neighborhood, or which shall in any way interfere with the quiet enjoyment of each of the Owners of his respective dwelling unit. . . ." Consistent with this provision in the CC&Rs, the following conditions are deemed to be a nuisance to the neighborhood and are prohibited:

- (1) Structures with deteriorated wood or stucco siding materials, roofs, foundations or floors, peeling paint, or lack of paint causing dry rot, warping, or termite infestation;
- (2) Abandoned and unsecured buildings, broken doors and windows, and buildings left in a state of partial construction;
- (3) Buildings designed for human occupancy that are left vacant for more than ninety (90) days where the premises and building are not being actively maintained;
- (4) Fences or walls in a hazardous condition or in a state of disrepair;
- (5) Substantial deterioration of porches, landings, patios, stairways, or guardrails;
- (6) Broken or defective decorative elements of a building, structure, or landscape area;
- (7) Storage or scattering of trash, debris, or other abandoned items in the interior of a vacant building creating a fire hazard or health hazard;
- (8) Overgrown grass, weeds, trees, or other plant materials to such a degree that it creates a fire hazard, harboring place for vector, or an unsightly and unattractive condition that tends to depress the value or quiet and peaceful enjoyment of neighboring properties;
- (9) Debris, litter, construction materials, and similar items visible from any Bayshores street, alley, or neighboring property that are not properly stored in trash receptacles with a lid;



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(10) Storage of abandoned, broken, wrecked, inoperative, or discarded household or office furnishings, housewares, appliances, electronic equipment or devices, machines and tools, cardboard, newspapers, scrap metal, tin, wire, aluminum, plastic or glass containers, or similar objects except in approved trash containers;

(11) Storage of usable building materials for more than ninety (90) days, except during construction or remodeling under a valid building permit and Architectural Review Committee approval (as required), and provided they are stored in a neat and orderly manner; and

(12) Attractive nuisances such as hazardous swimming pools, fountains/ponds, refrigerators, neglected machinery, excavations, stagnant water, or unfenced building sites which could be dangerous to children or other persons.

7.8 Garage Sales. Garage sales may be held in Bayshores for residents only and must be approved in advance by the Association's Board of Directors.

7.9 No Gas-Powered Leaf Blowers. The use of gasoline-powered leaf blowers is prohibited in Bayshores. (Note: gas-powered leaf blowers are also prohibited in residential areas by the City of Newport Beach, per Section 6.04.40.B.3 of the City's Municipal Code.)

7.10 For Sale and For-Lease Signs. Article X, Section 3 limits for-sale and for-lease signage in Bayshores to one sign per building site and with a maximum size of eighteen (18) inches by twenty-four (24) inches per sign. No owner/resident or agent of an owner or resident shall place or maintain a for-sale or for-lease sign in Bayshores in violation of said provision of the CC&Rs.

VIII. SECURITY RULES

8.1 Relationship Between Owners/Residents and Security Staff. Owners and residents are not to give instructions to the gate guard or other security staff. Requests for instructions to be given to the security staff and related concerns should be referred to the Board, the President of the Board, or the head of the Association's Security Committee.

In general, the gate guard's function is limited to administering and enforcing the provisions of these Rules and Regulations relating to the entry of vehicles and guests into the community and the "rover" guard administers and enforces other provisions of the Rules and Regulations relating to use of the Bayshores common areas during the hours he/she is on duty.

8.2 No Loitering at Guardhouse. Residents and children of residents are not allowed to loiter at the guard house. Residents are not allowed to use the phone at the guard house.

8.3 Security Staff and Association Representatives Not Responsible to Respond to Crime or Coordinate Police Response. The Association's contracted security staff are not law enforcement officers. In addition, the guard on duty at the guardhouse is not authorized to leave the guardhouse to respond to a law enforcement or other security situation. If a resident feels that the police are required, he/she should call the police directly. Do not call the guard or other representative of the Association to ask them to call the police.



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8.4 Video/Audio Surveillance in Common Areas. The Association makes limited use of video and audio surveillance systems in the vicinity of the guardhouse to record entries to and departures from the community. From time to time, the Association's Board of Directors may also elect to install and maintain supplemental video and audio surveillance equipment/systems in other locations, including without limitation in or adjacent to one or more of the common area recreational facilities (beaches, children's park, clubhouse) and in the vicinity of the pedestrian gate connecting Bayshores and the Balboa Bay Club.

The primary purpose of such video and audio surveillance system(s) is to assist in after-the-fact investigations of damage to community property, crimes, and other incidents. Recorded video and audio will also be made available to law enforcement officials to assist in criminal investigations.

The Association's Board of Directors is responsible for managing any video and audio surveillance equipment/system(s) and has exclusive control over the release of video and audio recordings; provided, that the Board may elect from time to time to delegate such management responsibility to the Association's management company. Recorded video and audio is not made directly available to residents or to the general public and the Association's management company has no authority to release video or audio recordings (other than to law enforcement or to the Board) without prior Board authorization.

IX. VIOLATION POLICY/ENFORCEMENT

9.1. Applicability. Except as stated herein, this Violation Policy applies to all violations of any of the Governing Documents. Notwithstanding the foregoing, this Violation Policy does not apply to the imposition, collection, or enforcement of regular and special assessments.

9.2. Responsible Party (ies). Each property owner is responsible for violation of the Governing Documents by all owners of the property and by any of his/her/its tenants, residents, occupants, guests, and invitees. Except as may be expressly set forth in this Violation Policy, each tenant shall be jointly responsible for violation of the Governing Documents by all tenants of the property and by any of his/her/its residents, occupants, guests, and invitees. If multiple parties/persons are responsible for a violation, their liability shall be joint and several to the maximum extent permitted by law. As used herein, the term "Responsible Party" shall mean each entity and person who is responsible for a particular violation.

9.3. Monetary Fines and Penalties. Except as may be expressly provided elsewhere in the Governing Documents, the monetary fine or penalty for violation of a provision set forth in the Governing Documents shall be as follows:

Construction without required approval of Architectural Review Committee (CC&Rs, Article VI, Section 1(a), and Article X, Section 10; Architectural Guidelines, Section D.1-2)

\$250.00 for initial violation, plus \$100.00 per day for each day construction continues after Notice of Violation is delivered, as applicable; plus \$50.00 per day for each day Responsible Party fails to commence to

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	remedy or remove unpermitted construction or thereafter fails to proceed with reasonable diligence to complete such remedy or removal, commencing thirty (30) days after being directed to do so by Board of Directors, as applicable
Construction in violation of plans approved by Architectural Review Committee (or Board) (CC&Rs, Article VI, Section 1(b); Architectural Guidelines, Sections D.1-2, D.4.2, D.6.2)	\$100.00 per day for each day construction continues after Notice of Violation is delivered, as applicable; plus \$50.00 per day for each day Responsible Party fails to commence work to correct or cure such violation or thereafter fails to proceed with reasonable diligence to complete such correction or cure, commencing thirty (30) days after being directed to do so by Board of Directors, as applicable
Failure to complete construction within time period required by Architectural Guidelines or as otherwise directed by Architectural Review Committee (Architectural Guidelines, Section D.5.5)	As set forth in Architectural Guidelines, Section D.4.1
Use of any portion of property for business, commercial, manufacturing, mercantile, storing, vending, or other non-residential use (CC&Rs, Article X, Sections 1, 2, and 4; Rules and Regulations, Section 7.1)	\$250.00 per day for first violation; \$350 per day for second and subsequent violations within one year of first violation
Rental or lease of property for less than thirty (30) days (short-term rentals) (Rules, Article VII) (Note: only property owner(s) is/are Responsible Party(ies) (Rules and Regulations, Section 7.2)	\$250.00 per day for first violation; \$350 per day for second and subsequent violations within one year of first violation
Violation of Bayshores beach or park usage rules, including (1) failure to obtain reservation for use of beach or park, when required; (2) violation of Rules and Regulations pertaining to beach/park usage, and (3) violation of terms of approved reservation request (Rules and Regulations, Sections 5.3, 5.4, and 5.8)	Up to \$500.00 per violation for first violation; up to \$1,000 per violation for second and subsequent violations within one year of first or previous violation(s)



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Damaging or disabling one or more of the entry/exit gates adjacent to the guardhouse	\$150.00 per incident, plus BCA's actual cost of repair/replacement
Other violations of Governing Documents not expressly listed in this Section 9.3	\$50.00 per day for continuing violations. For separate and discrete violations, up to \$50.00 for the first such violation; up to \$150 per violation for the second such violation occurring within one year of the first similar violation; and up to \$250 per violation for the third and subsequent such violations occurring within one year of the first similar violation.
Fireworks violations (Rules and Regulations, Section 6.2)	\$250.00 per violation for first violation; \$500 per violation for subsequent violations within one (1) year of first or previous violation(s)

9.4. Monetary Fines and Penalties Not an Exclusive Remedy. The monetary fines and penalties set forth in Section 9.3 shall not be the exclusive remedies available to the Board for a violation of the Governing Documents. To the maximum extent permitted by law, the Board reserves the discretion to pursue and impose any and all of the following remedies as well, including without limitation: (1) an action for damages; (2) an action for injunctive or other equitable relief; (3) suspension of an owner's voting privileges as a Member of the Association; (4) suspension or restrictions on the rights of the property owner(s), tenant(s), resident(s), occupant(s), and guest(s) to use any recreational facilities owned, operated, or maintained by the Association; (5) prohibition or restriction on the right of entry into Bayshores by any guest or invitee of a Responsible Party who is responsible for a violation of the Governing Documents; and (6) towing any vehicles parked in violation of applicable provisions of the Governing Documents without notice to the vehicle owner or homeowner/resident.

9.5. Procedures Applicable to Imposition of Monetary Fines and Penalties or Other Discipline. The following procedures shall apply to the imposition of monetary fines and penalties or other discipline on any Responsible Party subject to this Violation Policy:

A. At least ten (10) days prior to any meeting of the Board at which the Board is to consider or impose a monetary fine or penalty or other discipline on a Responsible Party, the Board shall cause notice to be provided to the Responsible Party in writing, either by personal delivery or "individual delivery. As used herein, the term "individual delivery" shall mean either (1) delivery to the recipient at his/her/its address last shown on the books of the Association by first class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier; or (2) email, facsimile, or other electronic means, if the recipient has consented, in writing or by email, to that method of delivery. If a Member of the Association has requested that notices be delivered to a secondary address, the Board shall further cause a copy of said notice to be so delivered to the Member's secondary address as well.



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B. The notice delivered pursuant to Paragraph A above shall contain, at a minimum, the date, time, and place of the Board meeting; the nature of the alleged violation for which the Responsible Party(ies) may be disciplined or the nature of the damage to the common area and facilities for which a monetary charge may be imposed; and a statement that the Responsible Party(ies) has/have a right to attend and may address the Board at the meeting.

C. The Board shall meet in executive session if requested by any Responsible Party.

D. If the Board imposes discipline on a Responsible Party or Parties or imposes a monetary charge on a Responsible Party for damage to the common area and facilities, the Board shall provide the Responsible Party(ies) a written notification of the decision, by either personal delivery or individual delivery within fifteen (15) days following the action.

9.6. Enforcement. The Board may enforce payment of any monetary fines or penalties imposed pursuant to this Violation Policy by any lawful means, including without limitation: (1) a legal action filed in a court of competent jurisdiction (including Small Claims Court); and (2) a set-off of the amount of the fines or penalties that are due and owing against funds otherwise held by the BCA on behalf of the Responsible Party(ies), including, if applicable, any security deposit being held pursuant to Section D.4.1 of the Architectural Guidelines.