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# *Community of Harbor Bay Isle*

## *Architectural Rules and Standards & Plant Guidelines*

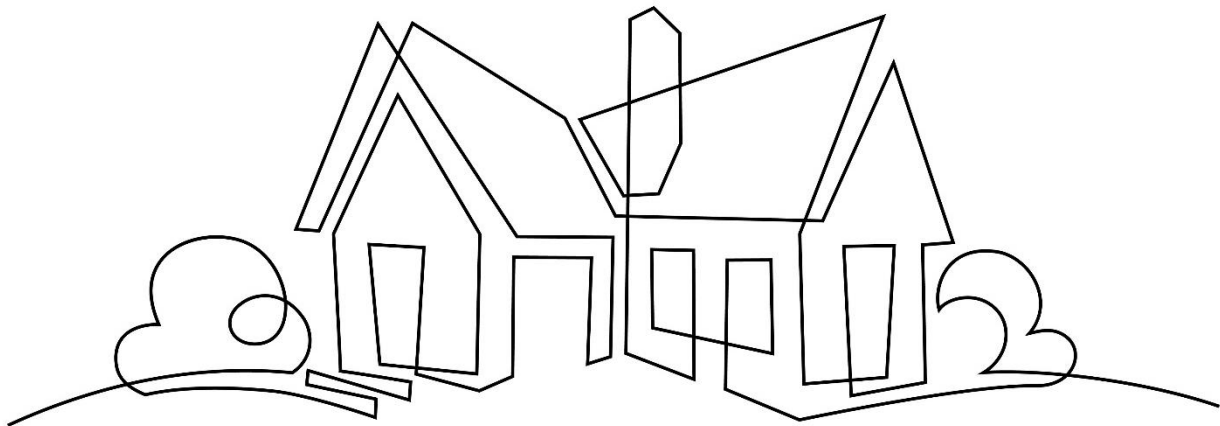
COMMUNITY OF HARBOR BAY ISLE  
Community Architectural Committee

# ARCHITECTURAL RULES AND STANDARDS

&

# PLANT GUIDELINES

Revised March 2024



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**COMMUNITY OF HARBOR BAY ISLE OWNERS' ASSOCIATION  
COMMUNITY ARCHITECTURAL COMMITTEE  
ARCHITECTURAL RULES AND STANDARDS**

**REVISED SEPTEMBER 2022**

**TABLE OF CONTENTS**

<b><u>Section</u></b>	<b><u>Page</u></b>
<b><u>SECTION 1. ADMINISTRATIVE</u></b> .....	<b>1</b>
Architectural Review Authority Rules and Standards	
<b>PRIOR APPROVAL REQUIRED</b> .....	<b>1</b>
Property Improvements .....	<b>2</b>
Fast Track Applications	
Final Inspection Required	
<b>RESUBMITTED APPLICATIONS</b> .....	<b>3</b>
<b>ARCHITECTURAL APPEAL HEARING PROCESS</b> .....	<b>3</b>
Right of Appeal	
Appeal to the Community Board	
Final Decision of the Community Board	
<b>ENFORCEMENT</b> .....	<b>3</b>
Scope of Enforcement	
<b>PROCEDURES FOR BUILDING OR LANDSCAPE MODIFICATION</b> .....	<b>4</b>
Planned Development Resolutions (PDRs), Planned Development Amendments (PDAs), and Property Use Restrictions Property Title Report Restrictions	
<b><u>SECTION 2. ARCHITECTURAL RULES AND STANDARDS</u></b> .....	<b>5</b>
Application of These Rules and Standards	
Limitations and Requirements	
<b>Clearance Requirements</b>	
Major Building Modification Steps	
Additions to Existing Dwellings - Definition .....	<b>6</b>
Ground Level Additions	
Second Story Additions	
Third Story Additions	
Application Submittal Requirements .....	<b>7</b>
<b>OTHER MODIFICATIONS</b> .....	<b>7</b>
Accessory Dwelling Unity (ADU)/Junior Accessory Dwelling Unit (JADU)	
Air Conditioners	
Ancillary (Freestanding) Structures	
Animal Shelters .....	<b>8</b>
Antennae/Cable TV/Satellite Dish Installations	
Arbors .....	<b>9</b>
Arches	
Artificial Turf	
Awnings .....	<b>10</b>
Basketball Standards	
Clothes Drying Facilities	
Decks	
Docks .....	<b>11</b>

<b><u>Section</u></b>	<b><u>Page</u></b>
Dog Runs .....	11
Doors, Front Entry	
Doors, Sliding Glass/French; and Windows	
Door and Window Grates	
Drainage	
Driveways .....	12
Earth-Wood Contact	
Fences	
Fence Extensions (Lattice on Top of the Fence)	
Fire Pits	
Front Yard Restrictions .....	13
Garage Doors	
Gazebos	
Gutters and Downspouts	
Light Fixtures and Lighting	
Mulch .....	14
Paint and Color	
Patios .....	15
Pet Doors	
Recreational Equipment .....	16
Retaining Walls	
Rock Gardens .....	17
Roofing and Re-roofing	
Security Cameras	
Security Doors and Window Grates	
Shade Structures, Temporary	
Sheds .....	18
Siding	
Signs (Contractor)	
Skylights/Solar Tube Lights	
Solariums	
Solar Panel Installations	
Spas and Hot Tubs .....	19
Storage Container, Dumpster, Porta Potty	
Swimming Pools	
Trees	
Trellises (Vertical) .....	20
Utilities (Wires, Cables, Conduit, & Plumbing)	
Ventilation Devices	
Views	
Walks	
Windows .....	21
Window Screens	
Window Tinting	
Wood	
<b><u>SECTION 3. PLANT GUIDELINES</u></b> .....	22
<b>HARBOR BAY ISLE'S ORIGINAL LANDSCAPE DESIGN INTENT</b> .....	22
<b>HARBOR BAY ISLE'S UNIQUE CONDITIONS</b> .....	22
Weather .....	22
Soil .....	23

<b>GENERAL .....</b>	<b>23</b>
Minimum Area of Plant Material	
Owner's Responsibility	
Information Resources	
Trees	
Removing Tree Stumps and Roots .....	24
<b>PLANTING FOR THE FUTURE .....</b>	<b>24</b>
<b>PLANT MATERIALS – ENCOURAGED, DISCOURAGED AND PROHIBITED .....</b>	<b>25</b>
Encouraged Drought Tolerant Plants .....	25
Encouraged Ground Covers & Vines .....	27
Encouraged Ornamental Grasses .....	28
Encouraged Shrubs .....	28
Encouraged Trees .....	30
Discouraged Ground Covers & Vines .....	31
Discouraged Ornamental Grasses	
Discouraged Shrubs	
Discouraged Trees .....	32
Prohibited Ground Covers & Vines/Grasses/Shrubs/Trees .....	33
<b>EXHIBIT ‘A’: MAXIMUM BUILDING ENVELOPE FOR LAGOON DECKS .....</b>	<b>34</b>
<b>EXHIBIT ‘B’: LAGOON SYSTEM AND WATER QUALITY MAINTENANCE; LAGOON DOCK RULES; BOAT STORAGE ON DOCKS; AND BOAT USE IN THE LAGOONS .....</b>	<b>35</b>
The Lagoons – Tranquility in an Urban Setting	
The Ups and Downs of the Lagoon System	
Lagoon System Maintenance	
Protecting Water Quality in the Lagoons	
Lagoon Dock Installation .....	36
Lagoon Dock Rules	
Boat Storage on Lagoon Docks and Boats	
<b>EXHIBIT ‘C’: WINDOW REPLACEMENT INSTALLATION REQUIREMENTS .....</b>	<b>37</b>
Unacceptable Installation	
Acceptable Installation	
<b>EXHIBIT ‘D’: ADU/JADU Policy .....</b>	<b>42</b>
<b>EXHIBIT ‘E’: GLOSSARY OF TERMS .....</b>	<b>36</b>
General Terms	
Architectural Terms .....	38
Landscaping Terms .....	40

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**COMMUNITY OF HARBOR BAY ISLE OWNERS' ASSOCIATION  
COMMUNITY ARCHITECTURAL COMMITTEE  
ARCHITECTURAL RULES AND STANDARDS**

**REVISED MARCH 2024**

**SECTION 1. ADMINISTRATIVE**

This Section is intended to highlight certain requirements of the Community's Covenants, Conditions and Restrictions (CC&Rs) that specify the process of community architectural control. In case of any conflict between the text in this Section and the CC&Rs, the CC&Rs shall prevail.

**Architectural Review Authority:** The Community of Harbor Bay Isle Owners Association CC&Rs directs the Community Board of Directors to establish a Community Architectural Committee (CAC). The CAC from time to time shall adopt, amend and repeal, by unanimous vote, rules, regulations and standards to be known as "Community Architectural Committee Rules and Standards." These actions shall not lessen the minimum standards required by the CC&Rs. Property owners may refer to other sections of the CC&Rs to review the Community Architectural Committee's authority, which is derived from Article V, Article VI, and Article VIII. Additional authority may derive from certain Resolutions adopted by the Community Board of Directors under the authority of the CC&Rs.

The following Architectural Rules and Standards and Plant Guidelines were developed to maintain the Community of Harbor Bay Isle's environmental design quality and to preserve the primary design concepts of the development. In addition to these architectural and plant guidelines, there are design guidelines for each Project Association, which may be more restrictive and which may cover additional subjects. The CAC encourages Project Associations to update their Architectural Rules and Standards from time to time to reflect the availability of appropriate improved materials, designs and finishes for home improvement products that have been approved by the CAC for use in Harbor Bay Isle.

**Rules and Standards:** The following CAC Architectural Rules and Standards and Plant Guidelines interpret and implement the provisions of the CC&Rs. These may be revised when necessary. Property owners should consult the most recent issue of the CAC Rules and Standards, which can be obtained from the Community offices. The term "Guidelines" shall have the same force and effect as the term "Rules and Standards."

When you purchased your home, you took title to your lot subject to all restrictions, easements, etc. that had been recorded on your lot as set forth in your Policy of Title Insurance and all of the provisions set forth in the CC&Rs recorded on your property as set forth by the Community of Harbor Bay Isle Owners Association. The Community, through its Board of Directors, will strictly enforce the CC&Rs to control the appearance of its neighborhoods.

**PRIOR APPROVAL REQUIRED:**

Do not commence work on improvements or modifications to buildings or landscape until you have submitted a completed application, with plans, and received written approval from the CAC.

Section 6.3D of the Community's CC&Rs specifies: "No improvement, repair, excavation or other work which in any way alters the exterior appearance of any lot or the improvement located thereon from its natural or improved state existing on the date such lot was first conveyed by Declarant or the Merchant Builder thereof to an owner shall be made or done without the prior approval of the Community Architectural Committee given pursuant to the terms of Article VIII hereof." ➔

### **Property Improvements Include:**

1. Improvements to the exterior surfaces of the house, such as re-painting and re-roofing;
2. Building modifications, including replacement of doors and windows; and/ or;
3. Improvements to front, rear and side landscaping, including planting, paving, removal and/or replacement of trees and miscellaneous yard structures, such as arbors, trellises, gazebos, fountains, pools, etc.

Applications for architectural and landscape improvements are available through the Community's office or the Community website ([www.harborbay.org](http://www.harborbay.org)). Consult the CAC's meeting schedule in your application to avoid delays having your application reviewed by the CAC. The Architectural staff is available to help you complete the application review process as quickly as possible.

**Fast Track Applications:** In the event of an emergency situation, a property owner may request that their Architectural Application be expedited or *Fast Tracked*. To be considered, applicants should indicate "Fast Track" prominently on their application at the time of submission. The application should include all necessary backup, and will be limited to the following situations:

1. Urgent tree removal; (Arborist report may be required)
2. Urgent roof replacement;
3. Urgent garage door replacement;
4. Urgent fence replacement;
5. Urgent dock pier replacement;
6. Utility installation; or,
7. Mailbox or mailbox post replacement.

Urgent status will be determined for the CAC by the Architectural Standards Manager, and may include: damage due to recent storms, a leaking roof, inoperable garage doors, tree failure, or other situations that may affect the safety of the residents or security of the property. Proof of the offending incident may be required.

Any Fast Track replacement must use pre-approved materials and/or like-for-like design. Applications will be evaluated within three working days and, if eligible, will be approved as quickly as time permits by the Architectural Standards Manager. Following Fast Track approval, an application must still go through the regular CAC review process.

**Final Inspection Required:** Applications approved by the CAC are generally valid for one year. Property owners must complete the work then contact the Architectural Department to request a final inspection of their work before the application approval expires. Requests for Final Inspections may be submitted by calling, writing, e-mailing, or submitting a request to the website, [www.harborbay.org](http://www.harborbay.org).

## **RE-SUBMITTED APPLICATIONS:**

If a Homeowner submits an application which the CAC approves, then subsequently changes the plan or design of the approved project, the Homeowner is required to notify the CAC of such change in writing (i.e.: "Notice of Change").

The Architectural Standards Manager shall review the Homeowner's Notice of Change and determine if a subsequent application is required. The Architectural Standards Manager is empowered to evaluate changes and rule that changes in color, finish, materials, etc. do NOT constitute a "Material Change" and no further action is required. If, at the discretion of the Architectural Standards Manager, the proposed change involves a significant modification in the design, appearance, and quantity of materials or involves a substitution of components, the Architectural Standards Manager may rule it constitutes a "Material Change." In this case, the homeowner is required to re-submit the application for standard architectural review.

## **ARCHITECTURAL APPEAL HEARING PROCESS:**

**House Rule #: HR-04**

**Right of Appeal:** If a Project Board or Architectural Committee (PAC), or affected Owner is dissatisfied with a decision of a Community Standing Committee (e.g., an architectural applicant to the Community Architectural Committee), the affected Party may appeal the decision to the Community Board of Directors by submitting a written request for a hearing with the Board within 10 days of the Committee's decision. The Executive Director and the appropriate Village Representative shall determine within seven days whether the appeal shall be heard by the Community Board or the appropriate Project Board, or whether the decision should be referred to the Standing Committee for reconsideration of its decision.

**Appeal to the Community Board:** If an architectural applicant, Project Board or PAC, or affected Owner is dissatisfied with the subsequent ruling of a Project Board or a Community Standing Committee, the dissatisfied Party may appeal the action to the Community Board of Directors by submitting a written request for a hearing with the Board within 10 days of the date of the contested action.

**Final Decision of the Community Board:** If the Community Board grants a request for an appeal hearing, the Board may uphold, reverse or modify the decision of the Project Association Board or Community Standing Committee.

## **ENFORCEMENT:**

**Scope of Enforcement:** Any architectural improvements undertaken without prior approval or otherwise in violation of the CC&Rs will subject the violator to the Community CC&R Violation enforcement procedures contained in Articles III, V, VI and VIII, or under the CC&Rs Articles of the appropriate Project Association.

Under Community CC&Rs Article VIII, Section 8.9(D), if the property owner or Project Association does not comply with the Board of Director's ruling within the specified post-enforcement hearing 45-day period or within any extension granted by the Board, the Board at its option may either remove or remedy the non-complying improvement at the property owner's expense.

Specific procedures for enforcement such as notification of violations, enforcement hearings, and ultimate Association Board of Directors' action may be found in Community Board House Rule HR-07 "Enforcement Assessment."



## **PROCEDURES FOR BUILDING OR LANDSCAPE MODIFICATION:**

Gaining approval to modify your property or make improvements to your yard requires the review and approval of your architectural application and plans by the CAC. Refer to the Community's CC&Rs Sections 3.6, 3.7(C), 9(G), (K), 3.8, 3.9, 6.2(B), 6.2(F), 6.3(D), Section 8 (Please note the last paragraph of Section 8.13.) Your Project Association Board of Directors and/or Architectural Committee (PAC) may also make recommendations regarding your application and plans to the CAC. **All proposed building and landscape modifications on your property require the submission and approval of a Harbor Bay Isle architectural application and plans prior to the commencement of work.**

## **Planned Development Resolutions (PDRs), Planned Development Amendments (PDAs), and Property Use Restrictions:**

As a Planned Unit Development (PUD), all properties in the Community of Harbor Bay Isle were approved by the City of Alameda Planning Board with a Planned Development Resolution (PDR) prior to being built. Building modifications must meet the guidelines listed in the PDR and those listed in any Planned Development Amendments (PDAs) that pertain to the specific Project Association. Property owners can review these documents at the City of Alameda Planning Department.

The City of Alameda Planning Board requires the CAC's review and approval process be completed before property owners submit applications for City building permits. The property owner's application for a building permit, if required, must be accompanied by a copy of the CAC's application "Conditions of Approval" letter. CAC-Stamped plans may also be required for some property improvements.

**Property Title Report Restrictions:** Property owners are solely responsible for knowing and complying with any property restrictions (property lines, easements, etc.) that may impact their architectural application plan proposals. Sources for this type of information may include your Preliminary Title Report, Title Insurance Policy, or the City of Alameda Building Department.

## **SECTION 2. ARCHITECTURAL RULES AND STANDARDS**

**Application of These Rules and Standards:** The following Architectural Rules, Standards and Plant Guidelines shall be interpreted by the CAC as it deems appropriate to each case without creating or being affected by precedent. The goal of the CAC is to insure property values for all property owners are maximized and maintained.

Consistent with this policy, the limitations and requirements for changes to existing dwellings shall aid, but shall not dictate the action of the CAC on such a proposal. Action to approve or deny an application shall consider these requirements and shall ultimately be based on the CAC's judgment of the appropriateness of the proposal in its specific circumstances.

The CAC works to balance the right a property owner has to develop his/her property with the concerns of the immediate neighbors. Issues such as views, blockage of sunlight, nuisance and privacy can be subjective, and an open discussion of the issues typically leads to satisfactory solutions.

Communication between the property owner and the immediate or affected neighbors about the proposed plans prior to filing the applications significantly increases the likelihood of a successful outcome for all the involved parties. The CAC strongly recommends this step be taken by the property owner prior to filing an Architectural Application.

**Limitations and Requirements:** The Community of Harbor Bay Isle was developed under a Planned Unit Development Resolution (PDR) approved by the City of Alameda Planning Board. The PDR established the various building requirements that pertain to all properties in the development, primarily as a guideline to the developer and builder to follow the building rules established by the City. Upon completion of the development, and with the establishment of the various Project Associations, Planned Development Amendments (PDAs) were adopted by the City of Alameda and the Community of Harbor Bay Isle. PDAs generally apply to specific Project Associations and include: guidelines for required minimum setbacks, maximum lot coverage percentages, height limits, etc.

**Clearance Requirements:** No improvements or plant materials shall bear against or be attached to common fences or walls or structures on neighboring properties. Improvements or plant materials near fences or walls or structures on neighboring properties shall have adequate clearance of at least 6 (six) inches, and newly planted trees shall have clearance of at least 3 (three) feet. Property owners are responsible to know all required setback and easement requirements.

**Property owners interested in pursuing major building modifications, such as additions, are urged to follow the steps listed below:**

1. Contact the City of Alameda Planning Department for an initial review to determine the limitations to your specific property/lot. **Specifically: required setbacks, lot coverage maximums, and encroachment requirements.**
2. Contact the Architectural Standards Manager to review plans prior to submission to the CAC and to ask any questions you may have pertaining to the approval process.
3. Prior to submittal, assure your application is complete and meets all Application Submittal Requirements.
4. Contact your neighbors during the planning process and keep them informed of your intentions. ➔

5. Plan ahead. Planning an addition or remodel of your home can be a lengthy process-expect delays! Obtaining initial approval from the CAC, negotiating with neighbors, inclement weather, and delays at the City Planning Department can all add to the expected length of your project.
6. Attend your review meetings to provide additional details and answer any questions that reviewers may have.
7. Take time to interact with your **VOLUNTEER** inspectors – they can be a great help during the architectural approval process!

**Additions to Existing Dwellings - Definition:** The term "addition" as used in this subsection is defined as any permanent construction enclosing habitable space that is built on a site with an existing dwelling. Decks and patios are not considered additions in the context of this subsection.

Regardless of the limitations and requirements set forth below, an addition to an existing dwelling shall not be permitted when, in the judgment of the CAC, the addition will result in excessive building bulk, insufficient back or front yard open space, insufficient setbacks or other negative impact on neighboring properties such as significant obstruction to views, significant infringement on privacy, or significant blockage of sunlight, etc. Special attention shall be given to setback conditions on zero lot line properties.

Furthermore, an addition shall not be permitted when, in the judgment of the CAC, the proposed addition is not aesthetically compatible with the architecture of the existing dwelling or the neighboring houses.

**Ground Level Additions:** All additions shall match or be compatible with the architecture of the existing dwelling in style, materials and details of construction, and shall conform to all applicable architectural controls of the Community and Project Associations. Lot coverage percentages, setbacks, and contiguous open space requirements/encroachments shall be determined by referencing the original City of Alameda Planned Development Resolutions and Planned Development Amendments, specific to each Project Association.

**Second Story Additions:** The full or partial second story addition shall match or be compatible with the architecture of the existing dwelling in style, materials and details of construction, and shall also conform to all applicable architectural controls of the Community and Project Associations.

**Third Story Additions:** Full or partial third story additions shall not be permitted in the Community of Harbor Bay Isle except in Project Associations in which three story dwellings were constructed by the original developer (Baywood Village, Harbor Pointe, and Promontory). If permitted, the full or partial third story addition shall match or be compatible with the architectural character of the Project Association and with the architecture of the existing dwelling in style, materials and details of construction. The addition shall conform to all applicable architectural controls of the Community and Project Associations.

***(For Solariums, See page 18)***

**Application Submittal Requirements:** An application for an addition of any kind to an existing dwelling shall include at a minimum, with accurate scale drawings, the following:

1. A site plan at a scale no smaller than  $1/16" = 1'-0"$  showing property lines with dimensions, the footprint of the existing dwelling, a separate drawing of the proposed addition and dimensions of the existing setbacks;
2. Floor plans at a scale no smaller than  $1/4" = 1'-0"$  of the proposed addition and the existing rooms it will adjoin;
3. Exterior elevations at a scale no smaller than  $1/4" = 1'-0"$  showing all walls and roof lines of the proposed addition and the existing dwelling with annotations describing all existing and proposed materials;
4. Calculations of the total lot area, lot coverage of the existing dwelling including the garage and any ancillary structures, and lot coverage including the proposed addition;
5. Typical details illustrating the glazing system of any proposed solarium. An application for a pre-manufactured solarium shall also include a color photo of the overall solarium construction;
6. Product specification/cut-sheets for windows, skylights/solar tube skylights, doors, exterior light fixtures and the like must be included with applications.
7. For the purpose of distinguishing "Repair" as opposed to "Replacement," Repair is defined as replacing no more than 10% of a given project or item. (e.g. If replacing more than 10% of an existing dock (for example), it is defined as Replacement, and not a Repair). If in doubt, please call the Architectural Department for clarification.

## **OTHER MODIFICATIONS:**

**Accessory Dwelling Unit (ADU / Junior Accessory Dwelling Unit (JADU):** An Accessory Dwelling Unit ("ADU") is an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with an existing primary residence. It must include permanent provisions for living, sleeping, eating, cooking, and sanitation.

A Junior Accessory Dwelling Unit ("JADU") is a unit that is no more than 500 square feet in size and is contained entirely within the existing residence, such as an attached garage or a conversion of part of the interior of the residence itself. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing residence.

ADUs and JADUs are allowed within the community; however, they must meet the requirements outlined in ***Exhibit 'D': ADU/JADU Policy (page 38 - 41)***.

**Air-Conditioning Units:** May only be installed in the enclosed rear or side yard (or patio), out of public view. The proximity of neighboring properties should be taken into consideration when selecting location. The CAC may require the unit be screened or covered; a noise suppression cover may also be required. All other exposed equipment (conduit, electrical boxes, etc.) shall be painted to match the adjacent surface to which they are attached. In-wall, in-window, or rooftop installations are not permitted. If a single room air-conditioning unit is desired, owners may select an interior unit which vents to the exterior. (***See Ventilation Devices – page 20***) for complete venting rules.)

**Ancillary (Freestanding) Structures:** The exterior materials of ancillary structures, such as storage sheds, shall match the exterior materials, details and colors of the main dwelling. The structure shall be located and/or constructed to minimize its visibility from public ways. Ancillary structures shall be subject to the same limitations of lot coverage and building bulk as specified in Additions to Existing Dwellings. Prefabricated sheds of wood or low maintenance resin (e.g., Rubbermaid), may be submitted for approval. Sheds/roof color shall be compatible with the house color. Sheds may not be higher than the fence. Sheds must be installed at a minimum of 6 (six) inches from the fence. Metal sheds are prohibited.

**Animal Shelters:** Shall be designed for the humane containment of the animal and shall be constructed of natural wood or of materials and colors matching the house or the fence. Shelters shall not be visible from a public way, shall be at least 36 (thirty-six) inches lower than the top of the back or side yard fence, and must be located to avoid causing a nuisance to neighbors. Shelters shall not be in contact with common fences nor a neighboring house; a barrier to prevent animal contact with a commonly-owned fence may be required.

**Antennae/Cable/Satellite Dish Installations:** Property owners are required to submit the Community's *Antenna/Cable TV/Satellite Dish Installation Form* for any antenna, satellite dish or Cable TV installation prior to starting work. The form shall provide specific requirements for the installation and will detail approved installation procedures. These rules apply to all antennae covered by the FCC's Regulations, including Direct Broadcast Service (DBS) satellite dish antennae equal to or less than one-meter (39.37 inches) in diameter or diagonal measurement, and Television Broadcast Service (TVBS) antennae; and "wireless cable" antennae used to receive, for example, Multipoint Distribution Services (MDS), Multi-Channel Multipoint Distribution Services (MMDS), and Local Multipoint Distribution Services (LMDS). Also included are Instructional Television Fixed Services (ITFS). These receivers may be rounded disks with metal screens or covers; parabolic (curved rectangle) sheets with either solid or open grillwork; "Yagi" antennae--- straight, branch-like devices of varying length. All wiring must be painted to match the surface to which it is attached.

**NOTE:** Satellite dish receiver antennae over one meter (39.37 inches) in diameter or diagonal measurement are not permitted.

Antennae and masts shall not be larger than necessary nor installed higher than 12 (twelve) feet from the surface to which it is attached. A mast shall not be installed closer to the property line than the total height of the antenna plus the mast.

This applies to other forms of evolving technology antennae. When the antenna design permits interior installation, property owners are encouraged to install antennae inside the house attic. Property owners are also encouraged to consider installing devices to camouflage ground-installed antennae such as artificial boulders, landscape screening material, etc. Property owners may also be required to paint the antenna and its mast a color to minimize its visual impact in its installation location. These antenna rules apply differently to the two groups of Project Associations in the Community of Harbor Bay Isle:

**Group #1. Single Family (free-standing) home properties (direct ownership and/or exclusive use common areas *not maintained by the Association*):**

To preserve the appearance of our neighborhoods, property owners in Group #1 are required, to the extent feasible, to install exterior antennae such as satellite dishes, microwave transmitters, radio or television aerials, etc., on the owner's property in the least obtrusive location, preferably not visible from public ways and neighboring property, that will not impair receipt of the transmission signal nor require unreasonable installation costs, and where safety is not a reasonable concern, (e.g. City of Alameda fire safety & electrical grounding codes).

**For single family homes, the recommended priority order of installation sites are:**

- |                                   |                                       |
|-----------------------------------|---------------------------------------|
| (1) In the rear yard, screened;   | (4) On the roof, below the roof line; |
| (2) In the rear yard, unscreened; | (5) In the side yard.                 |
| (3) On the chimney;               |                                       |

**Group #2. Townhouse and/or Condominium Project Associations (building exteriors are commonly owned and maintained by the association):**

Until such time as the Federal Communications Commission publishes its regulations for Group #2 associations, property owners are required to follow the antenna location approved by their Project Association's Boards of Directors. Property owners in these Project Associations will be required to enter into a recorded irrevocable Maintenance Indemnification Agreement with the Association, which shall be recorded and run with the property. The Agreement will require the property owner to agree to reimburse the Project Association for loss or damage caused by the installation, maintenance, or use of an antenna, due to its installation on any portion of the dwelling or lot for which maintenance, repair, and replacement is the responsibility of the Project Association. The owner also shall be fully responsible for restoring the area to which an antenna was attached and then removed, and any costs thereof.

**For condominiums and townhome properties, the recommended priority order of installation sites are:**

- (1) On the chimney;
- (2) On the fascia, below the roof line;
- (3) In the rear yard, screened/unscreened.

▪ **Tenants** Antenna installations in all Project Associations require the prior written approval of the property owner as demonstrated by the property owner's signature on the Antenna/Cable TV/Satellite Dish Installation Form and on a maintenance agreement, as required by the Project Association. It is understood that the owner has full responsibility for the antenna installation.

**Arbors:** An arbor is defined herein as an overhead garden structure that is free-standing for the usual purpose of providing shade or climbing plants. An arbor is further defined as an open framework of dimensional lumber. Roofing panels of any material are prohibited on arbors. Arbors shall be constructed of wood (redwood, cedar, or ipe) or similarly colored material (e.g., Trex). Arbors may be left to weather naturally, finished with a clear penetrating sealer, or painted to match the trim color of the house. The height of an arbor shall not exceed 8 (eight) feet 6 (six) inches above the finished grade. **(Also, see Pergola - page 15)**

**Arches:** An arch is defined herein as a curved or squared overhead structure that is free-standing or can be attached to a fence above a swinging fence gate. Arches may be constructed of wood (redwood, cedar, or ipe) or a similarly colored composite material (e.g., Trex) or wrought iron. Wood arches may be left to weather naturally or finished with a clear penetrating sealer, unless the Project Association allows painting to match house trim or an existing wrought iron fence. Arches shall not exceed 8 (eight) feet 6 (six) inches in height from grade.

**Artificial Turf:** Installations will be considered on a case-by-case basis. Existing rules regarding minimum planted areas will be enforced. Community rules require a minimum 60% planted area in the front yard and a minimum 20% planted area in the rear yard. (Project Architectural Rules may be more restrictive, and may require a higher percentage.) Artificial turf is not live plant material; it will be considered hardscape (non-planted area) when determining minimum planted area requirements.

Artificial turf must be realistic and natural in appearance and color. (Recommend blades/backing be made of polyethylene, with a blade height of 1-5/8" to 2-1/4".) Professional installation is required. Method of installation must also be included with the application submission, and must meet the following requirements:

- Infill material must be certified non-toxic.
- Ground must be dug a minimum 3-4" in depth. Care should be taken to avoid injury to tree roots.
- Installation must not negatively affect drainage. ➔

- Surfaces must appear natural and seamless. Artificial turf installed adjacent to natural turf may require a border.

Owners are responsible for the appearance and the maintenance of their installation. If the product requires maintenance (such as cleaning or raking), deteriorates, or becomes unsightly, owner may be subject to violation to address the problem.

**Awnings:** An awning is defined as a secondary covering attached to the exterior wall, located over a window or door, to provide protection from sun or rain. Awnings are approved on a case-by-case basis and shall be compatible with the architectural character of the house, and shall not adversely affect views, light, winter sun, or natural ventilation of adjacent properties. Only solid color awnings are permitted.

**Basketball Standards:** Permanent basketball standards are not permitted on private lots. Project Associations may apply to the CAC for basketball courts in common areas with the condition that the courts not be lighted, or larger than standard high school half size courts. Before making application to the CAC for such a court, Project Associations must obtain the written approval of a majority of the property owners within a three hundred (300) foot radius of any part of the proposed court.

Temporary basketball standards shall be permitted on private property when they comply with all of the following conditions, unless the project association has developed stricter or more lenient requirements:

1. Free-standing from any residential building, fence or other permanent structure;
2. Maintained in structurally sound and safe operating condition, with no visual damage. Unsightly or unsafe equipment must be repaired or removed;
3. Used only during daylight hours;
4. Used only where they do not cause a traffic or safety hazard by blocking traffic, parking, or visibility on the streets or sidewalks;
5. Used without any additional artificial lights;
6. Used so as not to create a nuisance for any neighbor or other resident; and,
7. Standards no higher than 5 (five) feet may be used in backyards.

**Clothes Drying Facilities:** Outside clotheslines or other clothes drying structures are permitted only if they are not visible from the first story of neighboring properties or public ways, and are appropriately screened with landscape or other approved screening structures. Clotheslines shall not be attached to fences or commonly maintained structures.

**Decks:** Ground level decks shall be constructed as low as practicable to the grade. Decks shall not be constructed so that the elevation of the deck surface and/or the position of the deck relative to back or side yard fences significantly diminish privacy between neighboring properties.

Decks shall be constructed of redwood, cedar, ipe wood or similarly colored composite material (e.g. Trex), or other products approved by the CAC, all of which shall be left to weather naturally, finished with a clear penetrating sealer or, if approved by the individual Project Association, one of the following: PreservaWood in Pacific Redwood; Behr Deck Semi-Transparent Stain colors in California Rustic #DP-351, Cedar Naturaltone #DP-533, Redwood Naturaltone #DP-534, or Cape Cod Gray #DP-365. Only where consistent with standards in the neighborhood or where decidedly more appropriate to the proposed installations, such as a second story deck or balcony, may the deck/balcony be painted to match the siding or trim color.

On lagoon lots, the deck must be constructed within the limits shown in "Exhibit 'A': Maximum Building Envelope for Lagoon Decks," (page 34) or the building envelope as approved by a Project Association. However, decks originally approved and constructed prior to the 1989 adoption of the maximum building guideline, may be reconstructed as originally approved and built provided the rear yard meets current hardscape/landscape ratio guidelines.

**Docks:** Docks shall be built in accordance with the drawing titled “Community of Harbor Bay Isle Dock Plans, 12/93.” These plans, details and specifications for four standard dock configurations (9' X 10'; 10' X 10'; 13' X 14'; and 14' X 15') have been prepared and approved by the City of Alameda. This drawing is available to property owners from the Community's Architectural Standards Manager. The dock design plans are intended to be used as a guideline. Dock setbacks from the side property lines may be required on a case-by-case basis. Docks shall be constructed of redwood, cedar, ipe wood or similarly colored composite material (e.g. Trex), or other products approved by the CAC, all of which shall be left to weather naturally, finished with a clear penetrating sealer or, if approved by the individual Project Association, one of the following: PreservaWood in Pacific Redwood; Behr Deck Semi-Transparent Stain colors in California Rustic #DP-351, Cedar Naturaltone #DP-533, Redwood Naturaltone #DP-534, or Cape Cod Gray #DP-365. Private docks must be used and maintained in accordance with Community and Project Association CC&Rs and Private Dock Agreements with the City of Alameda. **(See Exhibit ‘B’ - page 35 - 36)**

**Dog Runs:** Enclosed dog runs are discouraged. Dog runs will be approved on a case-by-case basis. If allowed, dog runs shall be designed for the humane containment of the animal and shall not be located to create a nuisance for neighboring properties. Dog run design shall not allow the contained animal to come into direct contact with a common fence or a neighboring dwelling. **(See Animal Shelters - page 8)**

**Doors, Front Entry:** Replacement front entry doors must match or be compatible with the details of the dwelling's existing installations. Door upgrading is encouraged. Alternative door design and material will be considered on a case-by-case basis as appropriate to the dwelling's architecture and compatibility with the overall appearance of the neighborhood. Proposed door design specifications must be included with the application.

**Doors, Sliding Glass/French; and Windows:** Additions or replacements of sliding glass/French doors and/or windows must match or be compatible with the details of the dwelling's existing installations. Window panes must be glass only. Window and door upgrading (e.g., including but not limited to, single to double paned glass, and replacement of aluminum frames with vinyl, fiberglass, or other materials approved from time-to-time by the CAC) are encouraged. Alternative window and sliding glass/French door designs and materials (excluding awning style windows) will be considered on a case-by-case basis as appropriate to the dwelling's architecture and compatibility with the overall appearance of the neighborhood. As a condition of approval, the property owner may be required to replace all of the dwelling's windows and sliding glass/French doors on a dwelling's side elevation to create consistency with the new window's design and materials. Product specification sheets of specific windows and doors must be included with the application; changes to window size or function must also be included.

Window installations shall comply with the Community of Harbor Bay Isle – Window Replacement Installation Requirements **(see Exhibit “C” – page 37)**. Reflective-type window film is not permitted. Awnings or exterior sun shields are not permitted unless they are part of the architecture created by the original developer of the Project Association. Screens should match the original developer installation. Alternatives will be considered on a case-by-case basis. Neighbor privacy will be considered in any application for a new window or sliding glass door. **(See Window Tinting, and Window Screens – page 21)**

**Drainage:** Each property owner shall maintain and, if necessary, improve the drainage scheme that was originally approved for the property by the City of Alameda and constructed by the original developer. Drainage from one property may not negatively impact another property. Minor alterations to the drainage scheme can be made if the original overall drainage pattern is maintained and no adverse impact results to neighboring property or association common areas. City of Alameda drainage requirements including, but not limited to foundations, sidewalks, curbs and gutters/downspouts, shall be met.



**Driveways:** Cracked or damaged driveways may be repaired or replaced. Replacement may be “like-for-like” (for associations in which driveways are replaced by property owners), or replaced with pre-cast concrete pavers. Pre-cast pavers must be square or rectangular interlocking concrete pavers (with 90° angled corners). Pavers must be installed with an approved perimeter edge, which may be a metal edge restraint system or a concrete “bond beam.” The paver color shall match or be compatible with existing walkways on the property. The following shades of colors for interlocking concrete pavers are approved: Single Colors – Brown, Charcoal, Gray; Blended Colors – Brown/Charcoal, Gray/Charcoal.

Painting or applied staining of concrete driveways is prohibited. New concrete may be colored provided the colorant is added to the concrete during the mixing process and is not added after the concrete is placed on the ground. Stamped concrete driveways are permitted as replacement for existing stamped concrete, or where approved on a case-by-case basis. Concrete colors shall be earth-tone; e.g.: brown, charcoal, or gray. Samples of the proposed stamping pattern and/or concrete color must be submitted for approval. **Expansion or extension of driveways is prohibited.**

**Earth - Wood Contact:** No construction or landscaping shall bring earth into contact with fences above the bottom rail, or less than 6 (six) inches from any wooden portion of a dwelling or other structure.

**Fences:** Wood fence repairs, replacements or new construction shall match the approved existing redwood or cedar fence, other wood material approved by the Community Architectural Committee, or other fence construction in the immediate neighborhood. Alternative fence designs that are appropriate to the dwelling and the surrounding neighborhood will be considered on a case-by-case basis. Fences shall be allowed to weather naturally or may be treated with a clear sealer. Metal (e.g. wrought iron and aluminum) fences must be painted a color approved by each Project Association's Board of Directors. The goal of the fence standard is to maintain or to improve the appearance of fences within the Community of Harbor Bay Isle. All fences shall be maintained in good condition and repair.

**Fence Extensions (Addition of Lattice on Top of the Fence):** If the extension complies with section 30-5.14 of the City of Alameda's Building code as amended and is approved by the CAC, the extension shall be consistent with the plans approved by the CAC and existing fence construction or in harmony with other fence details in the immediate neighborhood.

Fence extensions are limited up to a height of 2 (two) feet above the existing fence and shall be in the appropriate proportion to the existing fence. The extension shall be a diagonal pattern lattice with at least 50% open area (referred to as “two-layer lattice”) in accordance with the drawing entitled “CHBI Specifications for Lattice Fence Extension on Top of the Community's Perimeter Fences” dated March 2000. “Three-layer Lattice” is prohibited. Fence extensions shall match the weathered or clear sealer finish of the existing fence.

In no case shall the total fence height (original fence and extension) exceed 8 (eight) feet above the grade or the height limit set forth in the PDA between the Developer and the City of Alameda for a particular Project Association. Fences that exceed 6 (six) foot in total height require a City of Alameda Building Permit. When a fence extension is warranted on a fence bordering Community property, the “Community of Harbor Bay Isle Specifications for Lattice Fence Extension on Top of the Community's Perimeter Fences” shall be followed precisely.

**Fire Pits:** City of Alameda Fire Code prohibits the use of any “wood-fueled” fire pits. Fire pits fueled by propane or natural gas are permitted, but must be a minimum 10 feet away from any structure or combustible surface. Fire pits may not be used in windy conditions or during “Spare the Air” days. Owners are responsible for keeping combustible materials away from the fire pit to avoid accidental spread. Mesh covers are recommended. Always have a container of water and/or a garden hose nearby before starting a fire.

**Front Yard Restrictions:** Any additions to the front yard that are not considered part of a standard landscape will be reviewed on a case-by-case basis; those items include, but are not limited to: barbeques, decks, patios, furniture, statues, water features, or similar installations.

**Garage Doors:** Doors installed by the original developer may be replaced provided the new garage door is compatible in design and aesthetic to the Project Association and the individual property. Garage doors may be lift-up or roll-up (articulated), may have short or long panels, and are to be made of wood or metal with a wood-grain texture.

All doors must be painted with house paint in accordance with the dwelling's approved color scheme. Metal garage doors with factory applied paint finishes must be re-painted with the appropriate colored house paint in order to maintain the approved paint scheme. In condominium developments where a specific garage door manufacturer is used, and the factory finish color is consistent with the development's overall paint scheme, factory painted doors may be considered on a case-by-case basis.

Windows will only be allowed in doors with the long-paneled design. A standard two car garage will have four panels across; a single car garage will have two panels across. All windows will have opaque/obscure glass, and are limited to one specific window design to be determined by the individual Project Association. For security purposes, windows must be in the topmost section/row of the garage door, with one window in the place of each panel. Project Associations may also choose to forgo any windows in garage doors.

Property owners are responsible for assuring garage door replacements meet the safety requirements mandated by applicable federal, state or city codes. In cases of houses with two garage doors (for a three-car garage), both doors must match and replacement of both doors may be required.

**Gazebos:** Shall be constructed of redwood, cedar, ipe wood or similarly colored composite material (e.g. Trex), which shall be allowed to weather naturally or may be treated with a clear penetrating sealer. Redwood colored stain or paint is prohibited. Consideration will be given to painting a gazebo in a color matching the house if permitted by the Project Association's Architectural Rules. Gazebos must be set back a minimum distance of 3 (three) feet from the fence, depending on the proximity of neighboring houses. The generally acceptable gazebo height is 8 (eight) feet 6 (six) inches from grade unless the Project Association's PDA between the City and the Developer permits a greater height. However, the CAC may approve a height that is appropriate to the design of the gazebo, its location, and visible impact on neighboring properties. Canvas, metal, fiberglass or plastic roof coverings are not permitted. ***(See Ancillary Structures – page 7; and Shade Structures, Temporary – page 17)***

**Gutters and Downspouts:** Gutter and downspout replacements must match or be compatible with the original developer installation in material, design and dimension, and shall be painted with house paint to match the house color to which they are attached. Gutters and downspouts with factory applied paint finishes must be re-painted with the appropriate colored house paint. Alternative material, design, and downspout design and location to improve maintenance and drainage functions will be considered on a case-by-case basis as appropriate to the overall architecture of the dwelling and of the neighborhood. Plastic-type snap-together gutters and downspouts or "chain" downspouts are not permitted. Gutter screens shall be unobtrusive, and shall be maintained by the property owner. Gutter and downspout drainage shall not adversely impact neighboring property.

**Light Fixtures and Lighting:** All exterior lighting on residential properties, including security & low voltage lighting shall be: shielded (defined as: the light source/bulb is not visible except from directly beneath the fixture), uncolored not excessively bright and shall not create excessive glare. Colored lights are prohibited, including yellow sodium, red, blue, or green lamps. Neon lighting is also prohibited. High wattage spot/flood lights are discouraged on all lots. Spot or flood lights may be approved if ➔

sufficiently shielded so the light source (i.e.: lamp or bulb) is not visible while standing or sitting at the property line, and can only be seen from directly beneath the fixture.

Light fixtures mounted on the exterior of a dwelling or other structure shall be shielded and shall be compatible in style with the dwelling's existing fixtures, the dwelling's architecture and the overall appearance of the neighborhood. Ground landscape shielded light fixtures in yards/landscaping shall not exceed 18 (eighteen) inches in height above the ground unless approved by the CAC on a case-by-case basis. Exterior light fixtures may include shielded electronic motion detectors. All lighting on rear lagoon lots shall be of low intensity and appropriately shielded to protect neighboring lagoon views.

**Cut sheets or product specification sheets that include a picture and description of the proposed light fixture must be attached to the application.**

- **Bistro Lights:** Bistro style string lights are defined as low wattage lights with individual bulb receptacles connected by electrical wires. Bistro lights shall be white or amber in color and rated for exterior installation and use. Lights which are colored, mismatched, blinking, or chasing are not permitted. Installation of bistro lights shall be limited to the rear yard only, and may be neatly attached to wooden arbors, pergolas, gazebos, under balconies, and along fence (below the top of the fence). Alternatively, bistro lights may be installed using a pole and cable system. The CAC may approve a height that is appropriate to the design, drape, location, and visible impact on neighboring properties. Such lighting shall be installed in accordance with applicable safety regulations. Bistro lights shall be placed on an on/off switch and turned off when not in use.
- **Pole Lights:** Pole mounted light fixtures are discouraged, but on a case-by-case basis will be considered to provide safety or security lighting in the immediate area of front entry walks as an alternative to wall-mounted shielded spotlights on dwellings with side yard entrances or recessed front entrances on certain common-driveway lots. Pole lights, if approved, shall be shielded and positioned so that the source of light is not directly visible from off of the property and shall be of an acceptable design compatible with the dwelling's architecture and neighborhood appearance, appropriate height, material and color finish. The pole light's bulb and wattage shall not permit excessive light into neighboring properties or public ways.
- **Fence Lights:** Top-shielded wedge-type light fixtures installed in an appropriate location below the top of fences (wood or stucco) on the property line will be considered on a case-by-case basis.
- **Stair Lights:** Top-shielded wedge-type light fixtures of an appropriate height also will be considered on a case-by-case basis for installation at stairs and steps or adjacent to retaining walls along the lagoon edge.

**Mulch:** Mulch is defined as a natural, organic material spread around the base of plants to reduce water evaporation and serve as a barrier to weed growth. Natural colored bark, shredded wood, and chipped wood are examples of approved materials; other natural materials will be considered on a case-by-case basis. Materials such as recycled rubber, decomposed granite, gravel, glass, rocks, etc. will be considered on a case-by-case basis for use in landscaping, but will be considered as hardscape, not mulch.

**Paint and Color:** Exterior finish and color schemes created by the Developer for the properties in each of the Project Associations and new color scheme Paint Palettes that are compatible with the architecture and character of each neighborhood, which are approved by the Project Association's Boards of Directors, will be considered. The colors selected must be compatible with and different from that of the neighboring house(s). Property owners may propose new color schemes to Project Association's Boards of Directors for consideration of additions to Paint Palettes. In addition to these Guidelines, property owners must adhere to individual Project Association Architectural Rules. ➔

**Exterior paint consists of 6 main finish categories. The following exterior paint finishes are permitted under each category:**

<b>Flat (&lt;3% Sheen):</b>	Siding
<b>Low Sheen (5-10% Sheen):</b>	Siding, or Trim
<b>Eggshell (10-15% Sheen):</b>	Siding, Trim, Accent, or Front Door*
<b>Satin (30-35% Sheen):</b>	Trim, Accent, or Front Door*
<b>Semi-gloss (50-55% Sheen):</b>	Front Doors**
<b>Gloss (over 75% Sheen):</b>	No Exterior Use

\* Refer to your Project Association's Architectural Rules under "Painting" to determine if painting of front doors is permitted in your Project Association.

\*\* When painted front doors are permitted by a Project Association, semi-gloss paint will be considered on a case-by-case-basis if specifically requested on the owner's Architectural Application.

Pipes and sheet metal vents that protrude through the roof and other miscellaneous metal elements on the roof, (e.g.: ridge-vents, flues, vents, skylights, solar-tubes, flashing and rainwater diverters) shall be painted to match the roofing material color. Roof-edge corner trim or exposed metal "nosing", if any, shall be painted to match the adjacent color, usually the fascia/gutter or trim color. Other exterior miscellaneous metals, such as wrought iron fences, guardrails and handrails shall have a dark colored finish, unless otherwise required by a Project Association's Architectural Rules.

All applications for repainting shall specify the proposed colors with the paint manufacturer's color name and number as well as the Paint Palette scheme number (or letter). When proposing a paint brand different from the brand used in the Project Association's Paint Palette book, the applicant shall include three samples of each color. An applicant may be requested to brush out a 4' by 4' sample of the proposed house body color on the house prior to approval of the proposed color scheme. The final inspection must conclude that the finished work matches the approved colors.

**Patios:** A patio is defined as a hard impervious walking surface in a yard that is within 6 (six) inches of the ground surface. Patio size shall be in reasonable proportion to the landscaped yard area. Acceptable surfaces generally include concrete, stone pavers, brick pavers, pre-cast concrete pavers or decomposed granite. Acceptable surfaces shall be determined by the Project Association. A clearance of at least 6 (six) inches must be maintained between patios, fences, and neighboring structures. Lagoon patios must comply with specifications shown in ***"Exhibit 'A': Maximum Building Envelope for Lagoon Decks," page 34.***

A patio is by definition "Hardscape" and is limited by the rules and regulations in each Project Association. No less than 20% of the rear yard or 60% of the front yard (excluding the driveway) shall be landscaped with plant material. Project Associations may require larger areas of front and rear yards to be landscaped with plant material.

**Pergola:** A pergola is defined herein as an outdoor structure that is free-standing or attached to a house for the usual purpose of providing shade. A pergola is further defined as an open framework of dimensional lumber. Roofing panels of any material are prohibited on pergolas. Pergolas shall be constructed of wood (redwood, cedar, or ipe) or similarly colored material (e.g., Trex). Pergolas may be left to weather naturally, finished with a clear penetrating sealer, or painted to match the trim color of the house. The height of a pergola shall not exceed 8 (eight) feet 6 (six) inches above the finished grade, except for pergolas/overhangs attached to the house above a door/window higher than 8 (eight) ft. 6 (six) inches from grade.

**Pet Doors:** May only be installed in rear or side yard entry doors that are out of public view. The pet door shall be painted to match the door in which it is installed. **Please keep the security of your property of paramount importance when considering the installation of a pet door.**

**Recreational Equipment:** (e.g., Permanent installation of swing sets, trampolines, jungle gyms, skate ramps, etc.) Must not exceed a height of 8 (eight) feet 6 (six) inches and must be a minimum of 3 (three) feet from any property line. Privacy of neighbors is tantamount for approval to be obtained. **(See Basketball Standards – page 10)**

**Retaining Walls:** The retaining wall design shall consist of one of the following four options, which shall be evaluated on a case-by-case basis for approval:

- **Redwood:** Uniformity of materials using construction heart-grade redwood for posts and horizontal boards. Posts shall be a minimum of 4" X 4". Boards shall be a minimum of 2" X 12" material. Posts shall be set in concrete or, if not more than 3 (three) feet high, can be bolted to a steel bracket made of 1/4" plate with three 5/8" galvanized bolts. Retaining walls shall be a maximum height of 3 (three) feet from the wall bottom to its top. The area of retention shall be level. A moisture barrier of at least one layer of 30 lb. saturated tar paper shall be placed between the soil and the wall.
- **Direct Contact Pressure-Treated Douglas Fir:** Green pressure treated lumber is not permitted. Uniformity in materials using direct contact pressure treated Douglas fir for posts and horizontal boards. Posts shall be a minimum of 4" X 4". Boards shall be 2" X 12" or shall match the existing retaining wall. Posts shall be set in concrete or, if not more than 3 (three) feet high, can be bolted to a steel bracket made of 1/4" plate with three 5/8" galvanized bolts. The retaining wall shall be constructed to be level at the top with any required grade change adjustment made at the bottom of the wall. A moisture barrier of at least one layer of 30 lb. saturated tar paper shall be placed between the soil and the wall.
- **Wood/Metal Combination:** An enhanced design for longer life and ease of maintenance shall consist of: Steel I-beam post, with a minimum of 3" X 3", of 1/4" steel set in concrete. Such posts shall be galvanized or painted with a rust resistant coating. Posts shall be covered on the exposed side with a 1" X 6" fascia or other acceptable material, which shall be evaluated on a case-by-case basis. A moisture barrier of at least one layer of 30 lb. saturated tar paper shall be placed between the soil and the wood.
- **Concrete or Masonry:** The use of concrete or masonry shall be reviewed on a case-by-case basis. Primary consideration shall be the intersection between dissimilar materials (concrete, masonry or wood) used on adjacent properties. For example, if an adjacent retaining wall is wood, the concrete shall replicate the wood finish by the use of wood forms to match the dimension and design of the wood. Color or pigment shall be added to the concrete mix to achieve a color similar to wood. If the wall is independent of other walls on the property, the concrete texture and color shall be appropriate to the site. The exposed edges of the concrete shall be rounded or chamfered edges. Smooth-face concrete masonry units are not permitted unless covered by brick, stone or architectural block. Acceptable architectural block includes split-face or fractured-face concrete masonry units in earth-tone colors. "Stackable" or modular structural concrete blocks or panels are acceptable if fabricated in split-face or fractured-face units in earth-tone colors.

All retaining walls where the top of the wall is more than 3'-0" above the grade at the foot of the wall must include foundation drainage (e.g.: back-of-wall drain). The foundation drain shall consist of 4" diameter perforated PVC pipe which shall collect water behind the wall and drain by gravity to the adjacent grade at the foot of the wall. The perforated pipe must be wrapped in engineered filter fabric or embedded in gravel placed above the foundation and behind the wall prior to backfill. If gravel is selected, the gravel bed must be at least 2'-0" wide and 6" below the top of the wall and surrounded with engineered filter fabric prior to backfill.

Retaining walls shall be designed and constructed in compliance with current City of Alameda Building Code requirements, and shall include drainage appropriate to the design and site. Property owners should contact the City of Alameda Building Department to learn if a building permit is required for retaining wall installation.

**Rock Gardens:** Are discouraged in front yards, but will be considered on a case-by-case basis if they contain an acceptable balance of rock and live plant material, and are compatible with the overall neighborhood design. Rock in both front and rear yards shall not cover more than 30% of the yard or 30% of any border-enclosed portion of front yards. Gray, brown, buff or earth-tone mixtures of rocks are permitted. White (e.g., white quartz), black or red (e.g., lava-type) rocks, are prohibited. Mixtures of high contrasting, colored rocks (e.g., “salt and pepper”) are not permitted.

**Roofing and Re-roofing:** The City of Alameda's Roofing Ordinance #2575 requires Class A, fire resistant roofing material, including chimney and stove pipe spark arrestors of not greater than 1/2-inch mesh. Contact the Community's Architectural Standards Manager to learn which roofing material is approved for your dwelling by your Project Association. All roof metal (pipes and flashing) shall be painted to match the roof color. Exposed metal “nosing” along the roof edge, if any, shall be painted to match the adjacent color, usually the fascia/gutter or trim color. Roof repair consists of no more than 10% of the entire roof pursuant to the City of Alameda; if more than 10% then it is considered a replacement.

Roofing material appearing on each Project Association's approved list, covers only the design and appearance criteria for a shake roof substitute to comply with the City of Alameda's ordinance requiring Class A-rated roofing material. Each property owner, and a Project Association if it is responsible for re-roofing, is responsible for ascertaining from a roofing professional (e.g., structural engineer) that the house structure(s) will support the weight, ***both dry and wet***, of a particular roofing material.

**Security Cameras:** Exterior security cameras, including video doorbells, shall be mounted in the least intrusive or visible locations, and shall be directed at the resident's property only. Security cameras may be wireless or hard wired. If hard wired, wiring shall be concealed on the dwelling's siding to the extent possible (**See Utilities, (Wires, Cable, Conduit and Plumbing), page 20**). The camera's exterior housing shall match the color of the exterior surface on which the camera is mounted. Cameras may never be directed at windows of adjacent residences, neighboring property (e.g., patios) or common areas with the exception that security cameras may be placed on garage exteriors with the camera angle limited to the front edge of the garage reaching to the owner's mailbox. Privacy of neighbors is tantamount for approval to be obtained.

**Security camera applications must include:**

- A plot plan showing the locations of cameras in relation to the residence, neighboring structures and association Common Areas;
- Specifications on the size, camera shape and camera angles;
- A diagram showing the field of view for each of the cameras;
- Pictures of the exterior locations where cameras will be mounted.

**Security Doors and Window Grates:** Movable or fixed barriers on doors or windows of a dwelling that are visible from the exterior, (e.g., metal grating, security bars, metal mesh, security doors, etc.) are prohibited. Juliet balconies are prohibited unless installed by the original developer. The installation of deadbolts on doors, window locks, alarm systems, and motion detection lights are options for property owners desiring to enhance the security of their dwellings.

**Shade Structures, Temporary:** Are defined as accessory structures without permanent foundations and are assembled with non-permanent fasteners. They do not require an Architectural Application, but they must adhere to the following: Structure can only be maintained on a property for maximum of 180 consecutive days in a 12-month period and may not be used for storage of any kind. Only one temporary Shade Structure is allowed in the rear yard only for each lot and is not allowed on docks. Structure shall not exceed 8 (eight) feet 6 (six) inches in height and must be a minimum of 3 (three) feet from any fence or structure. The frame of the structure must be adequately braced and anchored to prevent weather related instability and collapse. Roof/shade material must be made of earth-toned fabric and must be composed of flame-resistant materials or treated with flame retardant in a manner consistent with the CA Fire Code. Fabric shall be securely attached to frame and →

maintained in good condition and comply with all applicable Building and Fire Safety Regulations at all times.

**Sheds:** The exterior materials of storage sheds shall match the exterior materials, details and colors of the main dwelling. The structure shall be located and or/constructed to minimize its visibility from public ways. Sheds shall be subject to the same limitations of lot coverage and building bulk as specified in Additions to Existing Dwellings. Prefabricated sheds of wood or low maintenance resin (e.g., Rubbermaid), may be submitted for approval. Sheds/roof color shall be compatible with the house color. Sheds may not be higher than the fence and must be installed at a minimum of 6 (six) inches from the fence. Metal sheds are prohibited. **(See Ancillary Structures - page 7)**

**Siding:** Siding and trim damaged by water, dry-rot, etc. may be replaced in sections or the entire side of a house may be replaced. Replacement siding and trim must match the existing siding and trim exactly when only a section is being repaired. If an exact match of the existing siding and trim is not available, replacement of all siding on a given elevation may be required for consistency.

If new siding and trim is required, the siding and trim must be compatible with the existing. Fiber cement board siding and shingles (e.g.: CertainTeed, Hardie-plank) is acceptable provided the embossed grain is compatible with the existing and will be painted to match the existing. Siding and trim manufactured from metal, fiberglass, extruded plastic or vinyl is prohibited.

Pre-finished, fiber cement siding and trim may be used if approved by the individual Project Association. To be approved for use, the finish must be consistent with the Project Association's current paint palette, in color and sheen. (Rev. 5/2011)

**Signs (Contractor):** Contractor signs are not permitted on private property or on Association Common Areas. Property owners are responsible for their contractors' compliance with this rule. Refer to Community Board House Rule HR-01 for all other sign questions.

**Skylights/Solar Tube Lights:** Skylights lights must be flush mounted (e.g., deck mounted or pan-flashed) and solar tube lights must follow the slope of the roof (e.g., low profile). Skylights and solar tube lights must provide thermal insulation, and have non-reflective clear, gray or bronze colored glazing. Skylights shall have dark bronze colored anodized aluminum frames, or vinyl-clad frames, matching or compatible with the dwelling's roof color. All flashing around the skylight/solar tube light shall be painted to match the existing roof color. Deck mounted skylights and pitched solar tube lights are not permitted.

**Solariums:** A solarium is defined as a glass-enclosed room attached to a house. Solariums that include siding must comply with the Community Architectural Rule regarding siding and must match the existing house siding exactly. Applications for solariums shall be considered as applications for additions to existing dwellings and shall include, at a minimum, the submittal requirements set forth under **(See Additions to Existing Dwellings – page 6)**.

Solarium framing may be wood, aluminum, or painted steel. Vinyl or extruded plastic framing is not permitted. Colors of solarium framing and mullions shall be compatible with color of house window frames. Unfinished aluminum (i.e.: "mill finish") or clear finish anodized aluminum is not permitted. Vinyl-clad wood frames will be considered on a case-by-case basis when appropriate to the dwelling and the neighborhood architecture.

Solarium glazing must be glass; polycarbonate or plastic is not permitted. Glass must be clear; no tinted glass, reflective glass or films are permitted. Insulated glass panels may have low-e coating for energy efficiency.

**Solar Panel Installations:** Solar energy equipment includes all panels, collectors, plumbing, attachments, bracing, flashing, mechanical hardware, supporting structure, and any other related elements. Installation of photovoltaic (PV) panels is limited to installation on the roof of the house, ➔

and must run parallel to the slope of the roof. PV panels are to be stationary, and must not exceed a height of nine (9) inches from the surface of the roof; PV panel frames must be dark in color (black or dark bronze) or painted to match the roof color. Conduit shall not be installed on top of roof tiles/shingles, but shall be installed in the attic, to be hidden from view. All other exposed equipment (conduit, electrical boxes, etc.) shall be painted to match the adjacent surface color to which they are attached. The installation must comply with all state laws and City ordinances regarding the efficient placement, installation and operation of collector units.

**Spas and Hot Tubs:** Spas and hot tubs shall not be located to diminish privacy between neighboring properties and shall not create a nuisance to adjoining properties when in use or through the operation of related mechanical equipment. All spas/hot tubs shall comply with City of Alameda Building Code regarding a locking top. Spas and hot tubs shall be drained only into the sanitary sewer system. The operating mechanical and electrical equipment of spas and hot tubs shall be enclosed and not visible to neighboring properties. The CAC will consider the possible negative impact on neighbors and may impose restrictions to mitigate such negative impact; these restrictions may include, but are not limited to, increased setbacks, hours of operation, and noise attenuation.

**Storage Container, Dumpster, Porta Potty:** A temporary storage container, dumpster and/or porta potty may be placed on private property in conjunction with remodeling or construction work with an active building permit. Proof of recent building inspections or other demonstration of progress may be required. Such items shall be removed immediately after the completion of construction. Metal shipping containers used for the storage of materials, and not associated with construction, are allowed for a maximum time period of 30 days per calendar year if used for the purposes of storing materials relating to moving or home improvement projects that do not require a building permit.

**The following conditions shall apply:**

- Storage container, dumpster and/or porta potty must be located on private property, and may not be located in the public right-of-way or common areas.
- Storage container, dumpster and/or porta potty must be located on a paved surface (e.g., concrete, pavers, asphalt). All applicable parking rules will be enforced. If located on a public street, a City permit is required.
- No more than one storage container, one dumpster and/or one porta potty per residential lot is permitted at any given time.

**Swimming Pools:** A swimming pool is defined as a container of water that exceeds 60 square feet in surface area. Above-ground swimming pools are not permitted. Due to the tendency of the high-water table in Harbor Bay Isle to lift an in-ground pool out of the ground, an application for a City of Alameda Building Permit for an in-ground swimming pool may require engineering calculations or other documentation to show that this potential hydrostatic problem will be avoided.

**Trees:** An application for tree removal must include a clear description of the damage or disease, pictures of the tree, and if the damage is not obvious to a lay person, the application shall include a certified arborist's report evaluating the tree and recommending its removal.

If a tree removal is approved, a replacement tree is required and must meet minimum size requirements of 15 (fifteen) gallon, 24 (twenty-four) inch box or, or minimum caliper size of 50% of the existing tree, as determined by the CAC. Specie(s) of tree(s) must be approved by the CAC. Trees shall be maintained in a healthy condition. If a diseased tree does not respond to treatment or if it dies, the property owner should promptly apply to the CAC for approval to remove/replace the tree.

Trees shall not be planted closer than 3 (three) feet from fences/walls. Appropriate types of root guards are recommended in some circumstances for species of trees with aggressive roots.

***(See Section 3. Plant Guidelines – page 23 - 24 for additional requirements.)***



**Trellises (Vertical):** Trellises shall be constructed of natural redwood, cedar, ipe wood, or similarly colored composite material (e.g., Trex). They may be left to weather naturally or treated with a clear penetrating sealer. They shall not be attached to common fences or dwellings, but shall be installed a minimum of six (6) inches away from fence or dwelling. Vines or other plants on trellises shall not become attached to common fences or dwellings. Plastic or vinyl trellises are prohibited. Permanent lighting and/or electrical outlets may not be attached to trellises.

**Utilities (Wires, Cable, Conduit and Plumbing):** Utility wires or lines such as telephone, electrical or cable TV lines and their conduit that are visible are prohibited, unless there is no other practical way to bring the service into the dwelling. All wires and cables are required to be concealed on the dwelling's siding to the extent possible. Telephone lines shall be underground into the house wall, if possible. Such installations require the prior approval of the CAC.

- **For Wood-sided/Wood-shingled Houses:** Utility wires, lines, conduit, etc. shall be concealed in the grooves of the wood siding or under the shingles and painted to match the house siding color, if necessary. For second floor installations, the line shall be concealed in the grooves of the wood siding. When moving to the second floor, the line shall extend to a corner of the house and shall be concealed in the corner molding to the second floor.
- **For Stucco-siding Houses:** The line shall be attached snugly to the house, preferably to the concrete base of the stucco, and concealed to the extent possible by painting it the house siding color wherever the line is attached to the stucco.

**Ventilation Devices:** Stove pipes and metal flues, vents, and exhaust fans must be compatible in material and color with the existing dwelling. Pipes and sheet metal vents that protrude through the roof and other miscellaneous metal elements on the roof, such as rainwater diverters, shall be painted to match the roofing material color. Roof vents shall be low-profile, follow the slope of the roof and shall not exceed 10 inches in height. Exterior roof-mounted turbine vents are not permitted.

If an interior stove is installed, the stove pipe protruding from the roof must comply with all applicable Building Codes. The stove pipe must be painted to match the dwelling's roof color or, if required by the Project Association's Architectural Rules, a color matching the dwelling's siding or trim color. If the Project Association's rules require the stove pipe to be enclosed, the enclosure shall match the dwelling's siding material and must be painted to match the dwelling's siding color or a color specified by the Project Association.

Ventilation devices for tank-less water heaters, gas fireplace flues, and direct vent ovens, installed in the walls of dwellings, must meet all applicable Building Codes for placement. The vent's operating sound shall not unreasonably intrude into neighboring property. The vent must be of material and design compatible with the dwelling. The vent's finished color shall match the color of the siding to which it is attached.

**Views:** The Community Architectural Committee recognizes the need for the preservation of views of the lagoon and/or of other common area amenities from residential lots and from public ways. However, the need to preserve such views must be balanced with other needs of property owners.

Any obstruction to the view of a common area amenity created by a property owner must be justifiable by a clearly demonstrated need for privacy, adequate use of property or other substantial need of the party creating the obstruction. All such matters shall be judged on a case-by-case basis without creating or being affected by precedent.

**Walks:** must maintain a 6 (six) inch clearance from fences and neighboring dwellings.

**Windows; and Doors, Sliding Glass/French:** Additions or replacements of sliding glass/French doors and/or windows must match or be compatible with the details of the dwelling's existing installations. Window panes must be glass only. Window and door upgrading (e.g., including but not limited to, single to double paned glass, and replacement of aluminum frames with vinyl, fiberglass, or other materials approved from time-to-time by the CAC) are encouraged. Alternative window and sliding glass/French door designs and materials (excluding awning style windows) will be considered on a case-by-case basis as appropriate to the dwelling's architecture and compatibility with the overall appearance of the neighborhood. As a condition of approval, the property owner may be required to replace all of the dwelling's windows and sliding glass/French doors on a dwelling's side elevation to create consistency with the new window's design and materials. Product specification sheets of specific windows and doors must be included with the application; changes to window size or function must also be included.

Window installations shall comply with the Community of Harbor Bay Isle – Window Replacement Installation Requirements (***see Exhibit 'C' – page 37***). Reflective-type window film is not permitted. Awnings or exterior sun shields are not permitted unless they are part of the architecture created by the original developer of the Project Association. Screens should match the original developer installation. Alternatives will be considered on a case-by-case basis. Neighbor privacy will be considered in any application for a new window or sliding glass door.

**Window Screens:** Window screens must match or be compatible with the developer installed screens. Exterior mounted "Solar Screens" are not permitted.

**Window Tinting:** Reflective material window covering is prohibited. Non-reflective dark charcoal color tinting will be considered on a case-by-case basis. If approved, all windows on the same elevation (side of structure) must be tinted. The window tint application and maintenance must not result in any imperfections (air bubbles, torn or peeling film, etc.) visible from the house exterior.

**Wood:** When used in landscaping, such as for the construction of planters, retaining walls, header boards, decks, docks, handrails, etc., wood shall be redwood, cedar, ipe wood or similarly colored composite material (e.g., Trex), or other products approved by the CAC. These shall be left to weather naturally, finished with a clear penetrating sealer or, if approved by the individual Project Association, one of the following: PreservaWood in Pacific Redwood; Behr Deck Semi-Transparent Stain colors in California Rustic #DP-351, Cedar Naturaltone #DP-533, Redwood Naturaltone #DP-534, or Cape Cod Gray #DP-365.

### **SECTION 3. PLANT GUIDELINES**

#### **HARBOR BAY ISLE'S ORIGINAL LANDSCAPE DESIGN INTENT:**

In the mid-1970s, when Doric Development conceived the master development plan for the Community of Harbor Bay Isle, a number of design decisions were made which are vital to the aesthetic appeal and property values in our unique surroundings.

The overall landscape design concept was determined to be an urban forest. Sketches, blueprints and plant lists were drawn which represented the landscape architect's ideal vision of pedestrian and bike trails looping around a centralized lagoon system and houses built of natural wood or stucco, which harmonized with the natural environment. At the same time, each Project Association was allowed certain unique differences in individual design, which enabled them to have a separate & distinct appearance, yet blend with the overall look of the community.

Because of the urban forest concept, and a water conservation strategy, which Doric Development and the City of Alameda envisioned, trees became the major focus to which other plant materials would become secondary.

Pines, Alders, Sycamores and Poplars comprised a core group of trees that would grow to majestic heights in a relatively short period of time. Trees were planted in a natural, somewhat irregular arrangement consisting of coniferous, deciduous, evergreen and accent species. Similar species of trees were planted together with accent trees intermixed in the groves. The trees in some groves were intended to eventually touch at the canopy and in places, span across streets.

As the original design intent was for trees to dominate the landscape, it was planned that some tree groves forming dense canopies would eventually shade out some lawn. The removal of weak lawn areas was incorporated into the ongoing maintenance program with an expected savings of water and labor no longer needed for the lawns. At the same time, as trees matured, it was expected that certain trees would be carefully designated and removed. Presently, the ratio of ground level planting of a variety of shrubs and flowering plants adds color and rich texture to the overall community.

Specific horticultural guidelines for maintenance were drawn up for the Community and it was determined that wherever possible, trees and plants would be trained to grow into their natural shape in keeping with the plant's specific natural habits rather than boxed or balled into more formal shapes. Ongoing maintenance of the Community's landscaping should always consider this original intent.

Much time and consideration of potential suitability to Harbor Bay Isle's climate was given to the selection of the predominant species of trees and plants. Due to the proximity of the shoreline, which generates considerable winds, the shoreline itself and the areas immediately adjacent are subject to salt spray and are too windy for anything but the most tolerant coastal plants.

#### **HARBOR BAY ISLE'S UNIQUE CONDITIONS:**

**Weather:** Harbor Bay Isle is a unique site in the Bay Area from the standpoint of its climate and total ecological system. The climate is dominated by the ocean about 98% of the time. The climate features cool, wet winters, cool summers and frequent wind and fog. The high fog imposes a cooling and humidifying blanket between the sun and the earth, reducing the intensity of light and sunshine.

The result is a climate that favors more shade-loving plant material and at the same time discourages many heat-loving plants. Unless local architectural features offer shelter from prevailing winds, the shoreline itself and the areas immediately adjacent to it, are too gusty and subject to salt spray for anything except the most tolerant plants. Leeward of the shoreline, localized areas protected from the wind and salt spray form micro-climate areas that can support a broader range of species given correct cultivation.

**Soil:** Along with its climate, Harbor Bay Isle is also unique in its soil makeup. Harbor Bay Isle was created by sand fill over underlying bay mud. Unlike inland soils, sand does not retain moisture or readily hold nutrients. The result is the necessity to use either special cultivation for ornamental plants or horticultural-adaptable plant material. Special cultivation includes specialized irrigation, soil amendments and fertilizers, as well as proper orientation to insure healthy plant growth. (**Note:** One local source of information about a top soil product blended especially for Harbor Bay Isle soil conditions is available from American Soil and Stone, Inc., 2121 San Joaquin Street, Richmond, CA 94804. Tel: 510-292-3000.)

## **GENERAL:**

**Minimum Area of Plant Material:** Plant material (also referred to as 'softscape') shall consist of living plants, including ground covers, shrubs and trees of any species approved by the Community and Project Architectural Committees and not prohibited below. No less than 60%, of the front yard area, excluding driveways, shall be landscaped with plant material. No less than 20% of the rear yard shall be landscaped with plant material. Project Associations may require larger areas of front and rear yards to be landscaped with plant material.

**Owner's Responsibility:** It is the owner's responsibility to research plant choices carefully before submitting plans to the CAC. If property owners do not perform their own landscape design and installation work, their landscape consultant and contractor must comply with these Rules, Standards and Guidelines and all other applicable requirements of the Project Association, the Community of Harbor Bay Isle, and the City of Alameda. The property owner is ultimately responsible for compliance with these requirements.

CAC approval of the plant materials proposed by property owners does not constitute or imply an endorsement of their use by the Community. Property owners take full responsibility for the performance and consequences of any plant material installed on their property.

**Information Resources:** Excellent resources are the East Bay Municipal Water District's book *Water-Conserving Plants and Landscape for the Bay Area*, the *Sunset Western Garden Book*, and *Bayfriendly.org*. Information about poisonous plants may be obtained from the Department of Public Health, from the U.C. Agricultural Extension, and from the American Medical Association. A report by Barrie D. Coate and Associates, Horticulturist, that discusses the details of plant materials in Harbor Bay Isle, including specific site and maintenance requirements and measures that can mitigate potential problems, may be reviewed at the Community offices during regular office hours.

**Trees:** Trees are our most precious resource and they should not unconcernedly be removed. Some trees known to create root problems may be tamed by professional root pruning and the installation of root barriers. Proper professional pruning of its branches can turn your tree into a good neighbor. Malicious (radical/severe) pruning may result in required tree replacement at the property owner's expense.

**Trees shall not be planted closer than 3 (three) feet from fences/walls. Appropriate types of root guards are recommended in some circumstances for species of trees with aggressive roots.**

Trees must be removed if a tree is dead, diseased, or materially damaged (by weather or man-made damage and the tree is in danger of falling) and pose an imminent risk to the public or adjacent property. All trees, whether they or not they pose an imminent danger shall be removed according to these rules and regulations.

**Property owners shall not remove trees without first submitting an application and receiving approval from the CAC. →**

An application for tree removal must include a clear description of the damage or disease, pictures of the tree, and if the damage is not obvious to a lay person, the application shall include a certified arborist's report evaluating the tree and recommending its removal.

If a tree removal is approved, a replacement tree is required and must meet minimum size requirements of 15 (fifteen) gallon, 24 (twenty-four) inch box or, or minimum caliper size of 50% of the existing tree, as determined by the CAC. Specie(s) of tree(s) must be approved by the CAC. Trees shall be maintained in a healthy condition. If a diseased tree does not respond to treatment or if it dies, the property owner should promptly apply to the CAC for approval to remove/replace the tree.

Trees with the potential to exceed 40 feet in height at maturity are discouraged on lots too small to accommodate them. Approval of such tall trees, and trees with excessive spreading habits, will be considered on a case-by-case basis with regard to the appropriateness of their proposed setting and to prevent intrusion into neighboring property. Most fruit bearing trees, except dwarf citrus, are not permitted in front yards. However, fruit-bearing trees are permitted in backyards.

**Removing Tree Stump and Roots:**

- **Private Property:** If an application for removal of a tree in a front yard or an unfenced side yard is approved, the stump of the tree shall be removed (ground out at a minimum depth of 8 (eight) inches) and the area restored. Property owners are strongly advised to remove tree stumps and roots, if possible, from rear yards and fenced side yards and restore the area. On a case-by-case basis, for aesthetic reasons, the removal of a tree stump, and roots, if possible, may be required as a condition of tree removal approval.
- **Association Common Areas:** If an application for removal of a tree in a Project Association's common area is approved, the tree stump, and roots, if possible, shall be removed and the area appropriately restored.

**PLANTING FOR THE FUTURE**

Our land is forever in a state of inadequate precipitation for local needs. Water must be imported from considerable distance to serve our needs. Water is a limited and fragile natural resource, and that's why living in California (and Harbor Bay) means we must conserve water and use plants that don't require lots of water. Appropriate plant selection keeps the landscape more in tune with the natural environment.

The best practice when deciding which plants to use in your landscape is to attempt to conserve water and protect the environment. We all need to be respectful of our climate conditions and rely on plants that live comfortably in our locale and soil conditions. Plants selected should be either native to our area or from similar climates.

## **PLANT MATERIALS – ENCOURAGED, DISCOURAGED AND PROHIBITED:**

The species of plant materials in the various categories listed below are identified as 'encouraged', 'discouraged', or 'prohibited', based on the recommendations of various consultants. Plants that are not listed should be researched with care by the homeowner as to their appropriateness. Additional information on the proposed plant material may be required as part of the application process.

**THE FOLLOWING PLANTS ARE ENCOURAGED, PROVIDED ALL SPECIFIC SITE AND MAINTENANCE REQUIREMENTS ARE MET.** These plants have a proven track record of success in our unique climate. They thrive in the unique area of Harbor Bay and add to the established landscape intent. The first section is a new addition of drought tolerant plants – mostly from the Alameda County Outstanding Plant List. Throughout the list, plants marked with an asterisk (\*) are also drought tolerant or from the drought tolerant list.

### **ENCOURAGED DROUGHT TOLERANT PLANTS FOR HARBOR BAY ISLE:**

#### **Common Name**

\*Aeonium  
\*Agave  
\*Aloe  
\*Alstroemeria  
\*Beard tongue  
\*Berkeley Sedge  
\*Bougainvillea  
\*Buckthorn  
\*Buckwheat  
\*California Fescue  
\*California Fuchsia  
\*California Holly

#### **Botanical Name**

*Aeonium spp.*  
*Agave americana*  
*Aloe Spp.*  
*Alstroemeria spp.*  
*Penstemon spp.*  
*Carex tumulicola (also Carex divulsa)*  
*Bougainvillea spp.*  
*Rhamnus*  
*Eriogonum spp.*  
*Festuca californica*  
*Epilobium spp. (formerly Zauschneria spp.)*  
(see Toyon)



## **ENCOURAGED DROUGHT TOLERANT PLANTS FOR HARBOR BAY ISLE (con't):**

### **Common Name**

\*California Holly Grape  
\*Cape Fuchsia  
\*Christmas Berry  
\*Coast Rosemary  
\*Coffeeberry  
\*Coral Bells  
\*Coreopsis  
\*Coyote Mint  
\*Creeping Mahonia  
\*Crepe Myrtle  
\*Euphorbia  
\*Fescue  
\*Flannel Bush  
\*Foothill Sedge  
\*Golden Current  
\*Gooseberry  
\*Grama Grass  
\*Grevillea  
\*Heavenly Bamboo  
\*Hopseed  
\*Hummingbird Sage  
\*Jade Plant  
\*Lavender  
\*Manzanita  
\*Matilija Poppy  
\*Mexican Hat  
\*Mexican Sage  
\*Mountain Flax  
\*Naked Lady  
\*New Zealand Flax  
\*Oregon Grape  
\*Pineapple Sage  
\*Pink Winter Currant  
\*Red Flowering Currant  
\*Rosemary  
\*Scarlet Monkey Flower  
\*Sedge  
\*Sticky (or Shrubby) Monkey Flower  
\*Thyme  
\*Toyon  
\*Tree Mallow  
\*Western Redbud  
\*Wild Lilac  
\*Yarrow  
\*Yerba Buena

### **Botanical Name**

*Mahonia pinnata*  
*Phygellus capensis*  
(see Toyon)  
*Westringia fruticosa*  
*Rhamnus californica*  
*Heuchera* spp.  
*Coreopsis grandiflora*  
*Monardella villosa*  
*Mahonia repens*  
*Lagerstroemia indica*  
*Euphorbia chariacias*  
*Festuca idahoensis*  
*Fremontodendron* spp.  
(see Berkeley Sedge)  
*Ribes aureum*  
(see Red Flowering Currant)  
*Bouteloua gracilis*  
*Grevillea* spp.  
*Nandina domestica*  
*Dodonaea viscosa*  
*Salvia spathacea*  
*Crassula ovata*  
*Lavandula* spp.  
*Arctostaphylos* spp.  
*Romneya coulteri*  
*Ratibida columnifera*  
*Salvia leucantha*  
*Phormium cookianum*  
*Amaryllis belladonna*  
*Phormium tenax*  
*Mahonia aquifolium*  
*Salvia elegans*  
(see Red Flowering Currant)  
*Ribes sanguineum*  
*Rosemarinus officinalis*  
*Mimulus cardinalis*  
*Carex* spp.  
*Mimulus aurantiacus*  
*Thymus* spp.  
*Heteromeles arbutifolia*  
*Lavatera* spp.  
*Cercis occidentalis*  
*Ceanothus* spp.  
*Achillea* spp.  
*Satureja douglasii*



## **ENCOURAGED GROUND COVERS & VINES:**

**(All vines (v) must be pruned annually)**

### **Common Name**

Beach Strawberry  
Bear Grass  
Bear's Foot Hellebore  
Bergenia (also Winter Saxifrage)  
\*Bougainvillea (v)  
Bush Germander  
California Dutchman's Pipe (v)  
\*California Fuchsia  
Cat's Claw (v)  
Catalina Perfume (also Evergreen Currant)  
Clematis (v)  
Coast Purple Sage  
\*Coral Bells  
Corsican Hellebore  
Creeping Snowberry  
Evergreen Currant  
Freeway Daisy  
Germander  
Guinea Gold Vine (v)  
Jerusalem Sage  
Kangaroo Treebine (v)  
Lenten Rose  
Lilac Vine (v)  
\*Manzanita  
Orange Clock Vine (v)  
Pachysandra  
'Powis Castle' Artemisia  
Serbian Bellflower  
Showy Dewflower  
St. Catherine's Lace  
Star Jasmine (v)  
Taiwan Raspberry  
Trumpet Vine (v)  
Virginia creeper (v)  
Wall Germander  
Wild Ginger  
Wild Grape (v)  
\*Wild Lilac  
Winter Saxifrage  
\*Yerba Buena

### **Botanical Name**

*Fragaria californica* or *Fragaria chiloensis*  
*Nolina parryi*, *Nolina bigelovii*  
*Helleborus foetidus*  
*Bergenia cordifolia*  
*Bougainvillea* spp.  
*Teucrium fruticans*  
*Aristolochia californica*  
*Epilobium* spp. (formerly *Zauschneria* spp.)  
*Macfadyena unguis-cati*  
*Ribes viburnifolium*  
*Clematis* spp.  
*Salvia leucophylla*  
*Heuchera maxima* and hybrids  
*Helleborus argutifolius*  
*Symphoricarpos mollis*  
*Ribes viburnifolium*  
*Osteospermum fruticosum*  
*Teucrium chamaedrys*  
*Hibbertia scandens*  
*Phlomis fruticosa*  
*Cissus antarctica*  
*Helleborus orientalis*  
*Hardenbergia* spp.  
*Arctostaphylos* spp.  
*Thunbergia gregorii*  
*Pachysandra terminalis*  
*Artemisia* spp.  
*Campanula poscharskyana*  
*Drosanthemum floribundum*  
*Eriogonum giganteum*  
*Trachelospermum jasminoides*  
*Rubus pentalobus*  
*Campsis radicans*  
*Parthenocissus quinquefolia*  
*Teucrium x lucidrys*  
*Asarum caudatum*  
*Vitis californica*  
*Ceanothus* spp.  
*Bergenia cordifolia*  
*Satureja douglasii*



## **ENCOURAGED ORNAMENTAL GRASSES:**

Blue Oat Grass  
\*California Fescue  
Cape Thatching Reed  
Deer Grass  
\*Fescue (v. Idahoensis)  
Giant Wild Rye

*Helictotrichon sempervirens*  
*Festuca californica*  
*Chondropetalum tectorum*  
*Muhlenbergia rigens*  
*Festuca idahoensis*  
*Leymus condensatus*



## **ENCOURAGED ORNAMENTAL GRASSES (con't):**

### **Common Name**

\*Grama Grass  
\*Lavender  
Lindheimer's Muhly Grass  
New Zealand Flax  
Reedgrass  
San Diego Sedge

### **Botanical Name**

*Bouteloua gracilis*  
*Lavandula* spp.  
*Muhlenbergia lindheimeri*  
*Phormium tenax*  
*Calamagrostis foliosa*  
*Carex spissa*



## **ENCOURAGED SHRUBS:**

\*Aeonium  
\*Agave  
\*Aloe  
\*Alstroemeria  
Barberry  
\*Beard tongue  
Brazilian Flame Bush  
\*Buckthorn  
Bush Anemone  
Bush Marigold  
Bush Poppy  
Calamondin Orange  
Camellia  
\*Cape Fuchsia  
\*Century Plant  
Chrysanthemum  
Cleveland Sage  
Cliff-maids  
\*Coast Rosemary  
\*Coffeeberry  
\*Coreopsis  
\*Coyote Mint  
Cream Bush  
Creek Dogwood  
\*Creeping Mahonia  
\*Crepe Myrtle  
Currant (also Gooseberry)  
Desert Willow  
Dwarf Coyote Bush  
\*Euphorbia  
\*Flannel Bush  
Flowering Maple  
Flowering Quince  
Forsythia  
Giant Chain Fern  
Glossy Abelia  
\*Golden Currant  
\*Gooseberry (also Currant)  
\*Grevillea  
\*Heavenly Bamboo

*Aeonium* spp.  
*Agave americana*  
*Aloe* Spp.  
*Alstroemeria* spp.  
*Berberis* spp.  
*Penstemon* spp.  
*Calliandra tweedii*  
*Rhamnus*  
*Carpenteria californica*  
*Tagetes lemmonii*  
*Dendromecon rigida*  
*Citrus mitis* or *x Citrofortunella microcarpa*  
*Camellia* spp.  
*Phygelius capensis*  
(see Agave)  
*Chrysanthemum* spp.  
*Salvia clevelandii*  
*Lewisia cotyledon*  
*Westringia fruticosa*  
*Rhamnus californica*  
*Coreopsis grandiflora*  
*Monardella villosa*  
*Holodiscus discolor*  
*Cornus wericea*  
*Mahonia repens*  
*Lagerstroemia* spp.  
*Ribes* spp.  
*Chilopsis linearis*  
*Baccharis pilularis*  
*Euphorbia chariicias*  
*Fremontodendron* spp.  
*Abutilon* spp.  
*Chaenomeles* spp.  
*Forsythia x intermedia*  
*Woodwardia fimbriata*  
*Abelia x grandiflora*  
*Ribes aureum*  
*Ribes* spp.  
*Grevillea* spp.  
*Nandina domestica*

## **ENCOURAGED SHRUBS (con't):**

### **Common Name**

Huckleberry  
Hydrangea  
Island Bush Poppy  
\*Jade Plant  
Japanese Kerria  
Jerusalem Sage  
Lady Bank's Rose  
Lantana  
Leather Oak  
\*Lupine  
\*Manzanita  
\*Matilija Poppy  
\*Mexican Hat  
\*Mojave Yucca  
\*Mountain Flax  
Mountain Mahogany  
\*Naked Lady  
\*Oregon grape  
Pacific Wax Myrtle  
Pineapple Guava  
Red Twig Dogwood  
Redberry  
\*Salvia  
San Diego Sedge  
Sandankwa Viburnum  
\*Santa Cruz Island Buckwheat  
Sandhill Sage  
\*Scarlet Monkey Flower  
\*Sedge  
Showy Island Snapdragon  
Shrub Hypericum  
Snowberry (also Snowdrop Bush)  
Spice Bush  
\*Sticky (also Shrubby) Monkey Flower  
Strawberry Tree  
Summer Holly  
Sweet Box  
Sword Fern  
\*Thyme  
\*Toyon  
\*Tree Mallow  
Vine Maple  
Western Azalea  
\*Wild Lilac  
Wild Rose  
Winter Jasmine  
\*Yarrow  
Yesterday, Today & Tomorrow  
Yew Pine

### **Botanical Name**

*Vaccinium ovatum*  
*Hydrangea* spp.  
*Dendromecon harfordii*  
*Crassula ovata*  
*Kerria japonica*  
*Phlomis fruticosa*  
*Rosa banksiae*  
*Lantana camara*  
*Quercus duatra*  
*Lupinus arboreus*  
*Arctostaphylos* spp.  
*Romneya coulteri*  
*Ratibida columnifera*  
*Yucca schidigera*  
*Phormium* spp.  
*Cercocarpus* spp.  
*Amaryllis belladonna*  
*Mahonia aquifolium*  
*Myrica californica*  
*Feijoa sellowiana*  
*Cornus stolonifera*  
*Rhamnus crocea*  
*Salvia* spp.  
*Carex spissa*  
*Viburnum suspensum*  
*Eriogonum arborescens*  
*Artemisia pycnocephala*  
*Mimulus cardinalis*  
*Carex* spp.  
*Galvezia speciosa*  
*Hypericum 'Rowallane'*  
*Symphoricarpos* spp.  
*Calycanthus occidentalis*  
*Mimulus aurantiacus*  
*Arbutus unedo*  
*Comarostaphylis diversifolia*  
*Sarcococca* spp.  
*Polystichum munitum*  
*Thymus*  
*Heteromeles arbutifolia*  
*Lavatera* spp.  
*Acer circinatum*  
*Rhododendron occidentale*  
*Ceanothus* spp.  
*Rosa* spp.  
*Jasminum nudiflorum*  
*Achillea* spp.  
*Brunfelsia pauciflora*  
*Podocarpus macrophyllus*



## **ENCOURAGED TREES:**

### **Common Name**

Afganistani Pine  
Australian Tea Tree  
Australian Willow  
Bald Cypress  
Brazilian Flame Bush  
Brisbane Box  
Bronze Loquat  
Burr Oak  
Canary Island Pine  
Chinese Fringe Tree  
Chinese Pistache  
Coast Redwood  
Cornelian-Cherry Dogwood  
Dawn Redwood  
Fruitless Olive  
Gold Medallion Tree  
Holly Oak  
\*Hybrid Crepe Myrtle  
Incense Cedar  
Italian Stone Pine  
Jacaranda  
Japanese Black Pine  
Japanese Blueberry Tree  
Japanese Maple  
Japanese Snowdrop Tree  
Jelly Palm (*also* Pindo Palm)  
King Palm  
Mountain Mahogany  
New Zealand Christmas Tree  
New Zealand Tea Tree  
Nichol's Willow-Leafed Peppermint  
Peppermint Willow  
Pink Melaleuca  
Pittosporum  
Primrose Tree  
Princess Flower  
Purple Plum  
Saucer Magnolia  
Shore Pine  
Showy Island Snapdragon  
Southern Live Oak  
Star Magnolia  
Sweet Michelia  
Tupelo  
Water Gum  
Western Redbud  
Windmill Palm

### **Botanical Name**

*Pinus eldrica*  
*Leptospermum laevigatum*  
*Geijera parvifolia*  
*Taxodium distichum*  
*Calliandra tweedii*  
*Tristania conferta*  
*Eriobotrya deflexa*  
*Quercus macrocarpa*  
*Pinus canariensis*  
*Chionanthus retusus*  
*Pistacia chinensis*  
*Sequoia sempervirens*  
*Cornus mas*  
*Metasequoia glyptostroboides*  
*Olea europea* 'Swan Hill'  
*Cassia leptophylla*  
*Quercus ilex*  
*Lagerstromeia hybrids*  
*Calocedrus decurrens*  
*Pinus pinea*  
*Jacaranda mimosifolia*  
*Pinus thunbergiana*  
*Elaeocarpus decipiens*  
*Acer palmatum* (Specific Variety Required on Application)  
*Styrax japonicus*  
*Butia capitata*  
*Archontophoenix cunninghamiana*  
*Cercocarpus betuloides*  
*Metrosideros excelsus*  
*Leptospermum scoparium*  
*Eucalyptus nicholii*  
*Agonis flexuosa*  
*Melaleuca nesophila*  
*Pittosporum spp.*  
*Lagunaria patersonii*  
*Tibouchina urvilleana*  
*Prunus cerasifera*  
*Magnolia soulangiana*  
*Pinus contorta*  
*Galvezia speciosa*  
*Quercus virginiana*  
*Magnolia stellata*  
*Michelia doltsopa*  
*Nyssa sylvatica*  
*Tristaniopsis laurina*  
*Cercis occidentalis*  
*Trachycarpus fortunei*



**\*Denotes Drought Tolerant Plant**

**THE FOLLOWING PLANTS ARE DISCOURAGED:** These plants can do well in our unique climate, but there may be additional negative concerns that contradict their success or usefulness. These concerns may include: susceptibility to disease, adverse branch or root growth characteristics, the potential to excessively attract insects or pests, and excessive care/upkeep requirements. The purpose of discouraging these plant materials is to avoid maintenance problems that they are known to cause. A plant that is discouraged may be utilized in the landscape plan, but the property owner should be aware that additional care may be required, and they will be ultimately responsible for any problems caused by the plant.

### **DISCOURAGED GROUND COVERS & VINES:**

#### **Common Name**

Black Wallow-Wort  
Cape Ivy  
Climbing Euonymus  
Fiveleaf Akebia  
Honeysuckle  
Horsenettle  
Japanese Honeysuckle  
Kudzu  
Mile-a-minute  
Oriental Bittersweet  
Porcelain Berry  
St. John's Wort  
Fruit-bearing Vines  
Any cane producing Vine

#### **Botanical Name**

*Cynanchum rossicum*  
*Delairea odorata*  
*Euonymus fortunei*  
*Akebia quinata*  
*Lonicera spp.*  
*Solanum spp.*  
*Lonicera japonica*  
*Pueraria mmontana lobata*  
*Polygonum perfoliatum*  
*Celastrus orbiculatus*  
*Ampelopsis brevipedunculata*  
*Hypericum spp.*



### **DISCOURAGED ORNAMENTAL GRASSES:**

Cheat Grass  
Cord Grass  
Giant Reed  
Green Fountain Grass  
Imperial Blood Grass  
Kikuyu Grass  
Natal Grass  
Purple Loosestrife

*Bromus spp.*  
*Spartina spp.*  
*Arundo donax*  
*Pennisetum setaceum*  
*Imperata cylindrica*  
*Pennisetum clandestinum*  
*Rynchelytrum repens*  
*Lythrum virgatum*

### **DISCOURAGED SHRUBS:**

Acacia  
Brush Cherry  
Firethorn  
Hebe  
Honeysuckle  
Japanese Spiraea  
Marlberry  
Multiflora Rose  
Oleander  
Rhododendron  
Taro  
Water Hyacinth

*Acacia spp.*  
*Eugenia spp.*  
*Pyracantha spp.*  
*Hebe spp.*  
*Lonicera spp.*  
*Spiraea japonica*  
*Ardisia spp.*  
*Rosa multiflora*  
*Nerium oleander*  
*Rhododendron spp.*  
*Colocasia esculenta*  
*Eichhornia crassipes*

## **DISCOURAGED TREES:**

### **Common Name**

Aleppo Pine  
Beech  
Birch  
Fremont Cottonwood  
Honey Locust  
Leyland Cypress  
Locust  
London Plane  
Mexican Fan Palm  
Modesto Ash  
Monterey Pine  
Ornamental Pear  
Sweet Gum  
Sycamore  
White Alder  
Any fruit-bearing trees

### **Botanical Name**

*Pinus halepensis*  
*Fagus spp.*  
*Betula spp.*  
*Populus fremontii*  
*Gleditsia triacanthos*  
*Cupressocyparis leylandii*  
*Robinia spp.*  
*Platanus x acerifolia*  
*Washingtonia robusta*  
*Fraxinus velutina glabra*  
*Pinus radiata*  
*Pyrus spp.*  
*Liquidamber styraciflua*  
*Platanus spp.*  
*Alnus rhombifolia*



**THE FOLLOWING ARE PROHIBITED:** These plants have proven to be detrimental to the landscape intent and to surrounding properties; they are not allowed to be planted in the Community of Harbor Bay Isle.



**PROHIBITED GROUND COVERS & VINES:**

**Common Name**

Algerian Ivy  
English Ivy  
Ice Plant  
  
Licorice Plant  
Periwinkle  
Yellow Star Thistle

**Botanical Name**

*Hedera canariensis*  
*Hedera helix*  
*Aptenia*, *Carpobrotus*, *Cephalophyllum*  
*Delosperma*, *Drosanthemum*, *Dorotheanthus*  
*Lampranthus*, & *Malephora*  
*Helichrysum petiolare*  
*Vinca major*, *Vinca minor*  
*Centaurea solstitialis*

**PROHIBITED GRASSES:**

Bamboo  
  
Blue Lyme Grass  
Fescue  
Pampas Grass

*Bambusa*, *Chimonobambusa*, *Chusquea*, *Fagesia*,  
*Drepanostachyum*, *Indocalamus*, *Sasa*, *Oatea*,  
*Phyllostachys*, *Pleiblastus*, *Pseudosasa*,  
*Semiarundinaria*, & *Shibataea*  
*Elymus arenarius*  
*Festuca amethesnina*, *F. cineria*, *F. glauca*  
*Cortaderia selloana*, *Cortaderia jubata*

**PROHIBITED SHRUBS:**

Bridal Broom  
Cotoneaster  
French Broom  
Horsetail  
Portuguese Broom  
Scotch Broom  
Spanish Broom

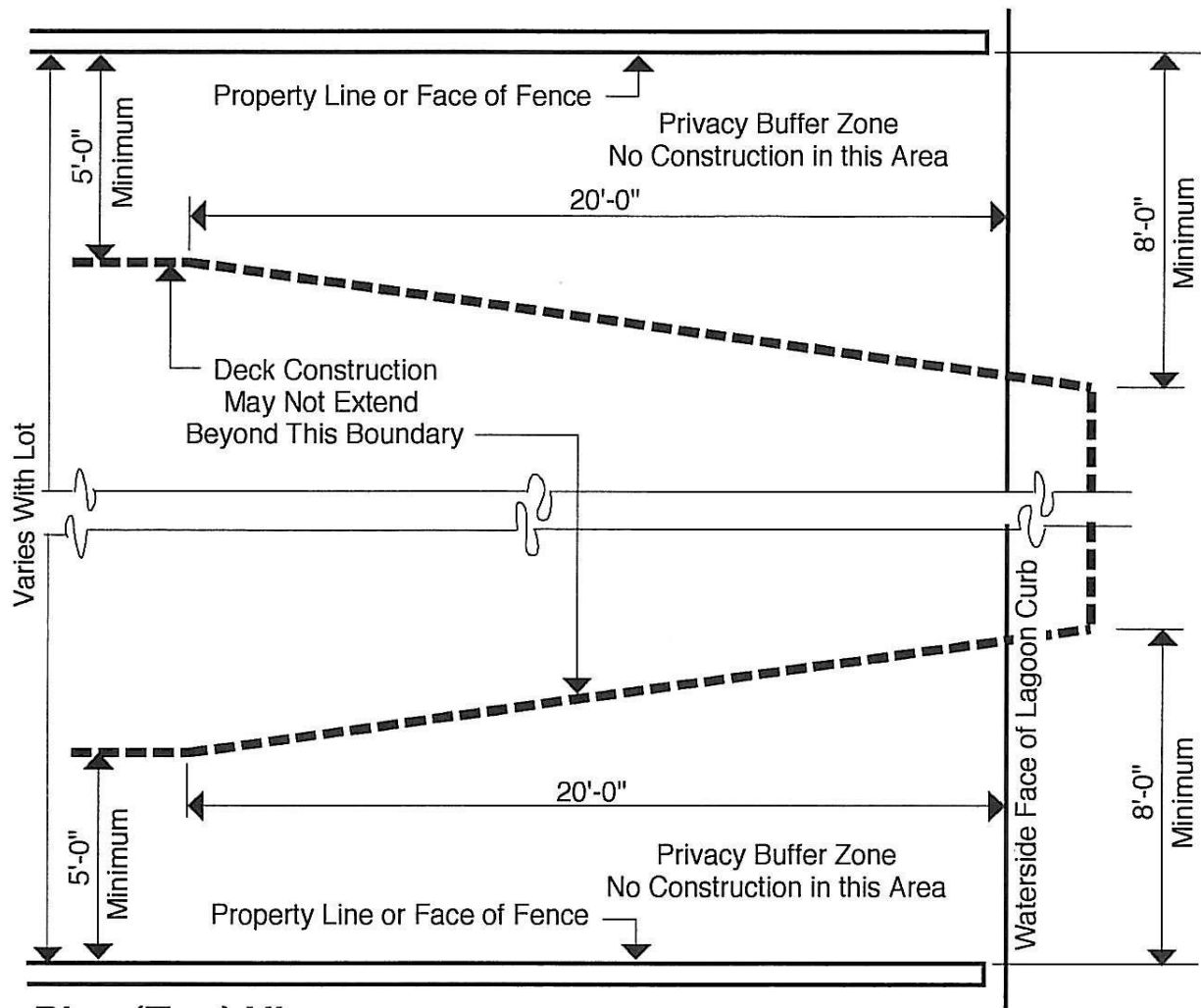
*Retama monosperma*  
*Cotoneaster spp.*  
*Genista monspessulana*  
*Equisetum spp.*  
*Cytisus striatus*  
*Cytisus scoparius*  
*Spartium junceum*

**PROHIBITED TREES:**

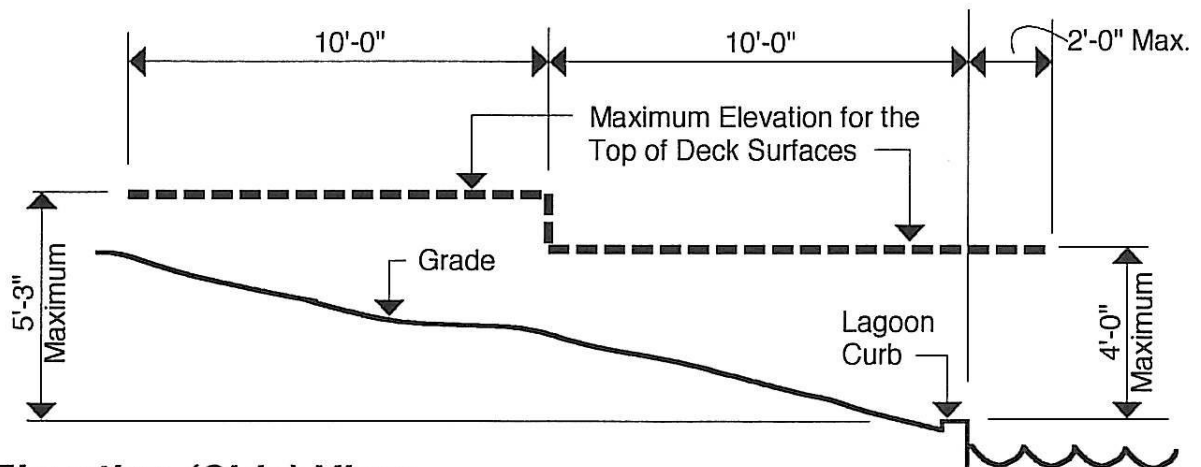
Blue Gum  
California Pepper Tree  
Chinese Elm  
Horsetail  
Myoporum  
Poplar  
Russian Olive  
Salt Cedar  
Scarlet Wisteria  
Single Seed Hawthorn  
Tree of Heaven

*Eucalyptus globulus*  
*Schinus molle*  
*Ulmus parvifolia*  
*Casuarina equisetifolia*  
*Myoporum laetum*  
*Populus spp.*  
*Eleagnus angustifolia*  
*Tamarix species*  
*Sesbania punicea*  
*Crataegus monogyna*  
*Ailanthus altissima*

**EXHIBIT "A"**  
**MAXIMUM BUILDING ENVELOPE FOR LAGOON DECKS**



**Plan (Top) View**



**Elevation (Side) View**

## **EXHIBIT "B"**

### **LAGOON SYSTEM AND WATER QUALITY MAINTENANCE; LAGOON DOCK RULES; BOAT STORAGE ON DOCKS AND BOAT USE IN THE LAGOONS**

#### **THE LAGOONS - TRANQUILITY IN AN URBAN SETTING:**

The intertwining lagoon system is one of the most sensational features of this unique community. It not only affords residents a lovely and serene setting for bike paths and walking trails, but serves as a comfortable and relatively safe area for the large duck population that has been an integral part of Harbor Bay Isle since the beginning.

Reclaiming the fill lands and construction and operation of the lagoons was accomplished by creation of the Bay Farm Island Reclamation District #2105. The District issued bonds to pay for the work. Liens were placed against each of the Community of Harbor Bay Isle properties as security for the bonds. Property owners made payments on these bonds each year until November 1991, and the City of Alameda assumed responsibility for storm drain and gate control operations in 1993. The Community of Harbor Bay Isle remains responsible for the water quality in the lagoons.

#### **THE UPS AND DOWNS OF THE LAGOON SYSTEM:**

The lagoon system winds around three miles of picturesque landscape and pedestrian/bike paths. It is actually an ingeniously contrived storm drain with regulated gates so that the water level remains about the same regardless of the tide level in the outer bay. The lagoons may overflow their banks at times during heavy rain periods, high tides or high winds. They deliberately are lowered at other times to permit cleaning or construction.

The system is designed to cycle fresh bay water at a rate of 9 million gallons per day. At low tide, the north sluice gate of the lagoon, near Packet Landing, is programmed to open, release 4-1/2 million gallons of water, and close. This lowers the lagoon level approximately four inches. At high tide, the lagoon level rises again as the west sluice gate at the end of Mecartney Rd. opens to let in 4-1/2 million gallons of water, and then closes.

The original sluice gates, made of cast iron weighing nearly six tons, and were installed in 1980. Two of the eight original gates were replaced with stainless steel gates in 1998 and 1999. All gates operate despite salt water, salt air and strong winds. In 1997, the City completed its centralized automated control and monitoring system so that the gates are now operated via radio signal from the City's Maintenance Shop at 1616 Fortmann Way. Both lagoon gates also are equipped with an automatic alarm system that is monitored by the Alameda Police Department. In the event of a lagoon gate malfunction, the proper staff are notified within five minutes and can manually open or close the gates, if necessary.

The State's flood control engineers required the lagoon be designed with the ability to hold the "100 year flood" water volume. This design requirement also determined the design for all docks installed in the lagoon. For example, the large wood or cement dock piers are not intended solely to hold up the dock, but rather to keep the dock from popping up when flood waters rise above it.

**Lagoon System Maintenance:** The lagoon system is patrolled regularly by staff to clean out debris that collects in the backwater eddies. Treatment of undesirable algae and water plants is performed in accordance with environmental requirements. The shorelines and beach areas of the lagoon also are cleaned twice a week by Harbor Bay Isle's maintenance staff. Staff also relies on information provided by the Aquatic Plan Research Department of U. C. Davis to better understand the ecosystem of the lagoon.

**Protecting Water Quality in the Lagoons:** To also preserve the beauty and water quality of the lagoons, and to protect the wild life we all enjoy, the Agreement between the City and Developer also specifies that the dumping (by property owners or their contractors) of trash or other materials, such as paint, oil, lubricants or other petroleum products, insecticides, cleaning solvents, or other



potentially toxic materials are strictly prohibited. In addition, excessive use of fertilizers by property owners and their landscape contractors seriously aggravates water quality because these materials end up in the lagoon via soil leaching providing nutrients to unwanted algae and water weeds.

These regulations were imposed by the State's Water Quality Control Board, the City of Alameda and the Community of Harbor Bay Isle to preserve the beauty of our lagoons. They help to maintain water quality, reduce soil erosion, preserve the landscape, and protect the lagoon curbs, water gates and dikes from damage caused by objects washed off of the docks in the event of a high tide. They also protect maintenance staff, the public, and wildlife from electrical and toxic hazards in the water.

**Lagoon Dock Installation:** Dock installation or repair requires draining the lagoon. The Maintenance Department schedules and publishes three lagoon lowering dates during the year to coordinate water treatment and dock installation and repairs. **Property owners must submit an architectural application and be granted approval for such work.**

### **LAGOON DOCK RULES:**

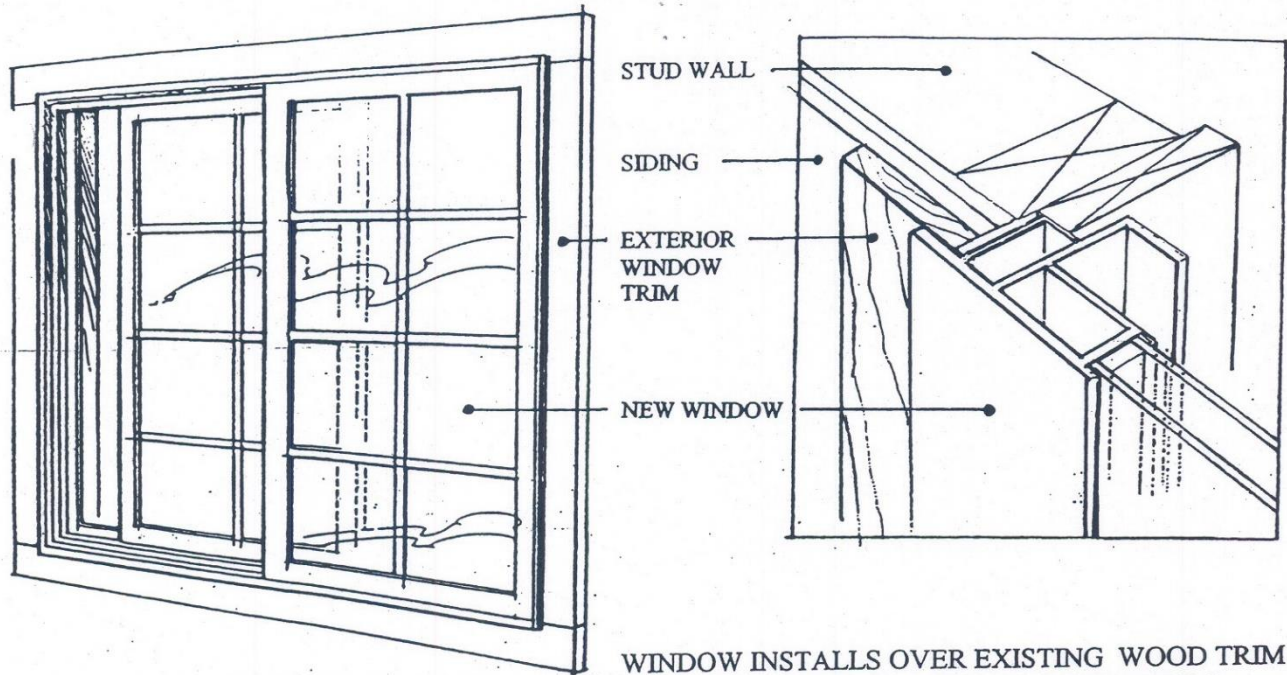
Those of us who live on the lagoons are privileged to enjoy them, but also have a special responsibility to preserve and enhance them. The Community's Architectural Committee reminds all dock owners that the dock easements into the lagoon common area were granted solely for the use of boats and boating.

The Private Dock Agreements between the City of Alameda and the Community of Harbor Bay Isle prohibit the use of docks for any of the following, but not limited to: outdoor furniture, storage lockers, lighting of any type (including candles), electrical wires, engines, flammable goods, hardware, sails, plant materials/planters, chairs, and barbeques. No food or beverage preparation, or pets are permitted on docks. No boat repair or maintenance is permitted on docks. Docks cannot be used as an extension of decks or patios and their use.

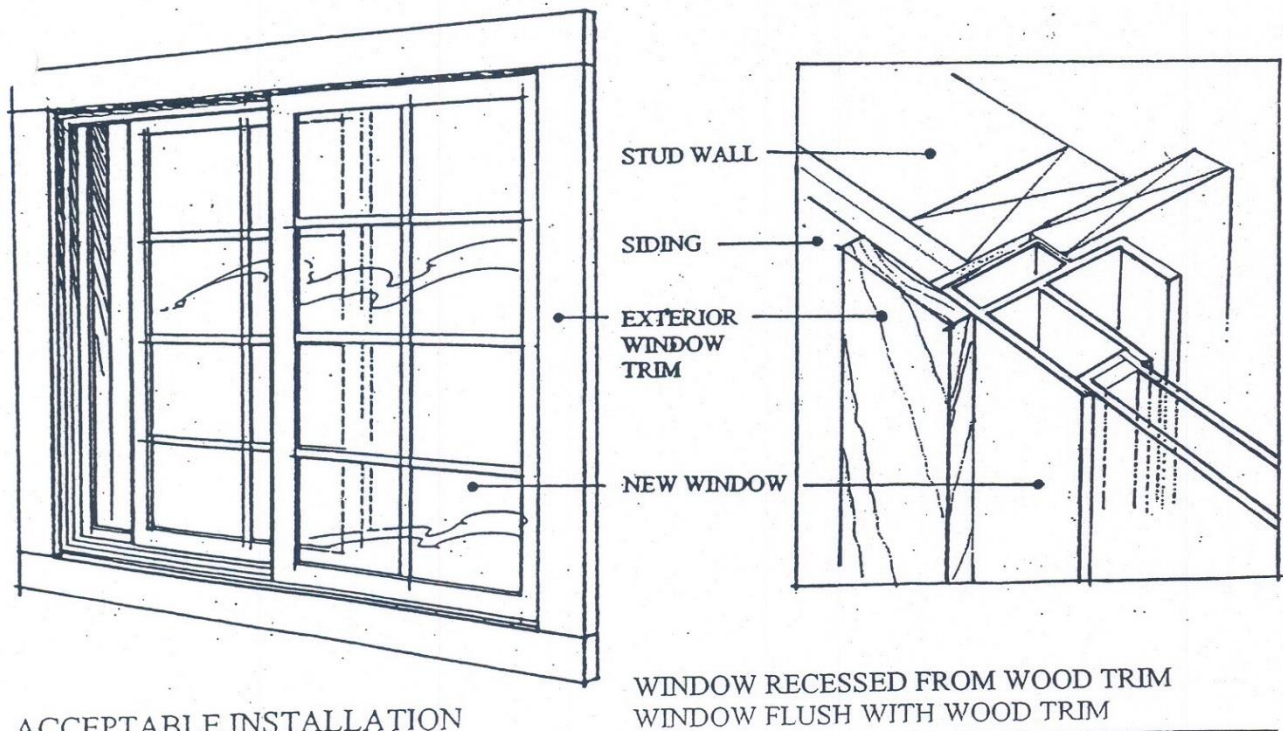
### **BOAT STORAGE ON LAGOON DOCKS AND BOATS:**

**Summarized Excerpts from the Community CC&Rs - Section 5.5:** No boat, except those powered by natural wind, human or electricity, shall be operated on any waterway or lagoon within the Community (except as required for the Community's maintenance of the lagoons.) No boat shall be unreasonably operated on any waterway or lagoon within the Community at any time in such a manner as to constitute an annoyance or nuisance to other Community members. No more than two boats may be stored at a dock site; such boats shall not extend more than two feet from the end of the dock. Flammable goods, hardware, sails, plant materials, food or beverage preparation, and pet enclosures are also not permitted on docks. No boat repair or maintenance is permitted on docks. Docks cannot be used as an extension of decks or patios and their use.

**EXHIBIT "C"**  
**COMMUNITY WINDOW REPLACEMENT INSTALLATION REQUIREMENTS**



**UNACCEPTABLE INSTALLATION**



**ACCEPTABLE INSTALLATION**

**PROPER WINDOW REPLACEMENT INSTALLATION DETAILS**

**EXHIBIT “D”**  
**ACCESSORY DWELLING UNIT (ADU) / JUNIOR ACCESSORY DWELLING UNIT (JADU)**  
**POLICY**

1. **What Is An ADU?** An Accessory Dwelling Unit (“ADU”) is an attached or detached residential dwelling unit that provides complete independent living facilities for one or more persons and is located on a lot with an existing primary residence. It must include permanent provisions for living, sleeping, eating, cooking, and sanitation.

A Junior Accessory Dwelling Unit (“JADU”) is a unit that is no more than 500 square feet in size and is contained entirely within the existing residence, such as an attached garage or a conversion of part of the interior of the residence itself. A JADU may include separate sanitation facilities or may share sanitation facilities with the existing residence.

2. **Types Allowed and Approval Process:** Detached ADU, Attached ADU, and JADUs are allowed. ADUs may be new construction or converted from existing space. JADUs must be converted from existing space, however, the City of Alameda does permit an addition of up to 150 square feet in connection with the construction of a JADU.

Before converting any existing residence and/or garage and starting any construction or installation of an ADU or JADU, owners are required to submit an architectural application to the Association for review and approval by the Community Architectural Committee and the Board of Directors. Construction and installation of an ADU or JADU may involve approving variances of and exemptions to various parts of the CC&Rs.

The Community Architectural Committee may require that the application for approval in connection with any improvement to be constructed be accompanied by an inspection fee in an amount not to exceed One Hundred Dollars (\$100) in the event the Committee deems that outside consultants are necessary to review plans or otherwise inspect the proposed improvements (CC&Rs, Section 8.6)

The Association’s approval of an ADU or JADU is conditioned on the owner continuously maintaining the statutorily required uses associated with their ADU or JADU. If an ADU or JADU is removed or converted to another use after its installation, any deviations from what was allowed due to its qualification as an ADU or JADU, shall be brought into compliance with the Association’s governing documents in effect at the time.

3. **Design Standards:** ADUs and JADUs must be designed to be (a) architecturally consistent with the primary dwelling and incorporate the same materials, colors and style as the exterior of the primary dwelling, including roof materials and pitch, eaves, windows, accents, distinctive features, and character defining elements and (b) to the fullest extent possible, consistent with the Association’s Architectural Guidelines.

All ADUs and JADUs must comply with all applicable local and state building codes.

Any new entrances to an Attached ADU shall be located on the side or in the rear of the existing residence.

All electrical, gas, plumbing and other infrastructure and/or utility elements must be installed within the walls of the ADU or JADU and are not permitted to run or otherwise be located on the exterior of the residence, ADU or JADU.

The gutter and downspout serving a new roof must be of the same design as the existing gutters and downspouts. ➔

4. **Hardscape/Softscape Ratio:** The hardscape/softscape ratio refers to the ratio of required planted area (softscape) to non-planted areas of the property (hardscape). Minimum requirements for softscape are important in the Community to allow for proper drainage, and to maintain an aesthetically pleasing landscape. The minimum requirement for the Community is: 80% (hardscape) to 20% softscape in the rear yard, and 40% (hardscape) to 60% (softscape) in the front yard, but individual Project Associations may be more restrictive.

Following the construction of an ADU and/or a JADU on a lot, the remaining yard must continue to meet the required hardscape/softscape ratio.

5. **Location Placement & Setbacks:** Pursuant to Alameda Municipal Code section 30-5.18(c)(4)(b), Detached ADUs can be constructed on a lot up to the minimum front, side, and rear yard setbacks permitted by law and listed herein. Notwithstanding the foregoing, in an effort to promote a good neighbor policy and harmony within the community, owners should consider, in connection with the location placement of their Detached ADU, the impact of where they wish to place their Detached ADU will have on any side yard site lines when observed from the common areas and any adjacent lots. Owners who construct a Detached ADU should endeavor to minimize disruptions to existing views and site lines in an effort to promote neighborhood harmony.
6. **Screening Materials:** In an effort to minimize the negative impact an ADU may have when viewed from the common areas and adjacent lots, an Association requires screening materials selected from the Association's approved screening materials list to be utilized around the perimeter of the ADU. Owners can obtain the current screening materials list from Management.
7. **Attached Garage Conversions:** A garage door façade must be retained. When replacing a garage door façade, conversions must retain architectural details that are in harmony with the existing home.
8. **Maximum Sizes and Height:** Maximum size (floor area) is as follows, and as more particularly may be required by the City of Alameda Municipal Code (Code):
- a. Attached and Detached ADUs cannot exceed 1,200 square feet.
  - b. Maximum JADU size cannot exceed 500 square feet.

To the extent the Code imposes a smaller size than what is listed herein for an Attached and/or Detached ADU, the Association will only approve the smaller size.

The maximum height of an ADU cannot exceed sixteen feet (16'), measured from the ground to the roof line.

9. **Required Documentation:** An application for an accessory dwelling unit must include the following, and as more specifically detailed in the Association's CC&Rs and Architectural Community Rules:
- a. A completed Community Architectural Committee application and all documents requested in the application form.
  - b. An application must include all the following:
    - i. Plot plan of the Lot showing the location of the primary residence and the proposed ADU or JADU (including North arrows to indicate the Lot's orientation)
    - ii. Floor plan configuration of the primary residence and the proposed ADU or JADU
    - iii. Elevations of the primary residence and the proposed ADU or JADU ➔

- iv. Lot size in square feet along with dimensions and property line labels
  - v. Photographs or other depictions of the visual impact from the side yard of sight lines from the common area and any adjacent lot(s)
  - vi. All existing hardscape, including driveways, walkways, and parking areas
  - vii. Proposed vegetation and screening plan around the perimeter of the ADU or JADU to help mitigate its visual impact
  - viii. Exterior design of the primary residence and the proposed ADU or JADU (exterior design includes architectural style and exterior features, such as trim, windows, and roof)
  - ix. Proposed construction schedule
- c. That addresses whether the ADU or JADU will adversely or negatively impact or interfere with any or all of the following: (1) the Association's and any adjacent lot's sewers, drains, and utility lines, (2) if applicable, any existing easements (utility or otherwise) in or around the lot where the detached ADU will be constructed, and (3) the established slopes and drainage patterns in and around the lot.
  - d. The Community Architectural Committee will not review an application until it receives a complete application package per the above requirements. The Association will provide its response to a completed application package within 30-days of its receipt. (CC&Rs, Section 8.7).
  - e. The Association reserves the right in connection with an application to construct an ADU and/or JADU to utilize the services of third-party architects, engineers, or other consultants to aid in the Community Architectural Committee's review of an owner's application package, the costs of which shall be reimbursed by the applicant. Prior to utilizing any such third-party consultant, the Community Architectural Committee will inform the applicant of the costs, and the owner shall agree to reimburse the Association's costs, which such charge will be added to the owner's next monthly dues statement and due within fifteen (15) days thereafter. To the extent an applicant does not agree to reimburse the Association's costs, and the Association nonetheless utilizes the services of any third-parties in connection with its review of an application, the Association reserves the right to levy a Single Benefit Community Assessment on the owner in order to recover the Association's costs. (CC&Rs, Section 4.3(F)).
  - f. An owner wishing to construct an ADU or JADU will be required to sign a "Conditional Architectural Approval Covenant" agreement to pass with title to the lot informing the successors in interest as to the terms, conditions, and approvals associated with the ADU or JADU, including that the structure will not be used to conduct business. This document will be recorded by the Association, against the lot in the Alameda County Recorder's office. Costs incurred by the Association, associated with drafting and recording the document will be reimbursed by the homeowner before approval plans are released. A lot cannot be sold separately from an ADU or JADU.
10. **Post-Construction Inspection:** After construction of the ADU or JADU is completed, the owner must inform the Association in writing, at which time the Association (or its designated inspector) will inspect the ADU or JADU in accordance with Section 8.9 of the CC&Rs and compare it to the application submitted. Any costs incurred in the Association's inspection shall be reimbursed by the owner.
11. **Compliance with the Law:** Construction of an ADU or JADU must be done in strict compliance with all applicable codes and ordinances, including Government Code ➔

Sections 65852.2, 65852.22, and 65852.26 and Ordinance 30-5.18 of the Alameda Municipal Code, in accordance with the Association's governing documents, and written evidence of such compliance shall be provided as part of the owner's application for permission to install the ADU or JADU.

12. **Owner Occupancy:** Owner occupancy of the property is not required for standard ADUs. However, JADUs are subject to owner-occupancy requirements described in Gov. Code Sec. 65852.22(a)(2).

All occupants, tenants, and their guests and invitees who reside on a lot, including within an ADU or JADU are required to abide by the Association's governing documents. It is the responsibility of the owner of a lot to provide copies of all the Association's governing documents to the occupants of their ADU or JADU prior to move-in. Owners are responsible for the acts and conduct of their tenants, guests, and invitees.

13. **Fences:** Existing fences and party walls must remain unaltered in connection with the construction of a Detached ADU.
14. **Parking:** One off-street parking space must be made available to the occupants of the ADU. This parking space can be provided in the existing driveway (either as a tandem space or its own space), or constructed in a newly created parking space on the lot in compliance with Alameda Municipal Code Section 30-7. An off-street parking space is not required for a JADU.

Parking for all occupants of the lot, including the ADU or JADU, is only permitted within the lot and in designated parking places within the Association. All parking within Harbor Bay Isle is subject to the Association's Rules and governing documents.

15. **Minimum Lease Terms:** Short-term rentals of ADUs and JADUs of less than 30-days are strictly prohibited.

To the extent the ADU or JADU appears to be unrented or unoccupied for a period in excess of 90-days, the Association reserves the right to take appropriate action as may be allowed under the governing documents and/or the law to gain the owner's compliance with the governing documents to the extent any exceptions to same were provided in connection with the owner's ADU or JADU application.

16. **Pre-Approved Prefabricated Detached ADUs:** The Board of Directors of the respective Villages within the Association are hereby authorized to establish a list of pre-approved designs for Detached ADUs to assist with an Owner's potential installation of same within their village. Notwithstanding the foregoing, the requesting Owner is still required to comply with the Association's architectural review process outlined herein. Selection of a preapproved Detached ADU is simply to help expedite the time and lower the costs an applicant will bear in constructing a Detached ADU within their Lot.

## **EXHIBIT “E”**

### **GLOSSARY OF TERMS**

#### **GENERAL TERMS:**

**“Like for Like”** - The item being replaced/repared will be *exactly* like the original item in color, material, size, style, design, location, etc. Same as “to match existing”.

**“Match or Be Compatible With”** - The item being replaced/repared will either match the original developer-installed item, or will be well-suited as a replacement. This determination is at the discretion of the Community Architectural Committee, and is generally used when an item is being upgraded (such as front doors, windows, siding).

**“On a Case-By-Case Basis”** – The item being proposed for use may be acceptable depending on the situation. For example, a decorative front door design may be approved when the front door is not visible from the street; however, it may not be approved if the entrance is highly visible, and the door design is not compatible with the other doors in the neighborhood.

**“To Follow the Slope of the Roof”** – Any items installed on the roof must maintain a low profile and follow the existing pitch of the roof in parallel; these items include, but are not limited to, skylights, solar tube lights, and solar panels.

**“To Match Existing”** - The item being replaced/repared will be *exactly* like the original item in color, material, size, style, design, location, etc. Same as “like for like”.

**CAC (Community Architectural Committee)** – Volunteer committee that works at the behest of the Community Board of Directors, and per the Community CC&R’s, is responsible for ruling on all architectural applications submitted by homeowners and Project Associations in the Community of Harbor Bay Isle. The CAC is also responsible for producing/creating/editing the Community Architectural Rules and Standards & Plant Guidelines.

**CC&Rs** – Conditions, Covenants, and Restrictions – are the laws which govern the Community of Harbor Bay Isle, and the individual Project Associations, and all the homeowners who live therein. In the Community of Harbor Bay Isle there are Community CC&R’s as well as individual Project Association CC&R’s that apply to each home.

**Clearance Requirements** – In order to maintain properties and structures, and to assure proper drainage on residential lots, the Community Architectural Rules and Standards require specific clearances when installing permanent (not easily moved) items. Items include, but are not limited to: paving materials, cement, flagstone, bricks, decks, docks, trees, plant material, fences, arbors, sheds, play structures, etc. The minimum clearance for trees is 3 (three) feet; for all other items clearance is minimum of 6 (six) inches.

**Common Areas** – Areas within the Association that are owned by all members of that Association. In planned unit developments, owners typically own their own houses and the lots upon which they sit. The Association’s common areas will often consist of the following: streets (in gated communities), greenbelts, swimming pools, perimeter fencing, parks, etc.

In condominium developments, everything is owned in common except the air space of the individual units and any improvements to that air space (hardwood floors, carpet, paint on the walls, etc.).

**Decibel Level** - Degree of loudness; usually a number followed by the abbreviation dB.

**Design Review** – The Architectural process where proposed projects are evaluated by the CAC to determine their suitability to the property in question and the Community. This determination is based on the current Architectural Rules and Standards, Plant Guidelines, CC&R’s, Project



Association Rules, and the Community Architectural Committee members. The purpose of Design Review is to maintain/enhance property values in the Community.

**Dry Rot** - Term that refers to wood decay caused by fungi. The fungus eats away at structural timber without the need for any significant moisture. It causes the wood to become brittle and to crumble into a dry powder.

**Easement** - The legal grant of right-of-use to an area of designated private property.

**Elevation** - A horizontal view of a building, or object, from one side.

**Encroachment** – To enter by gradual steps into the possessions or rights of another. Examples would include extending paving materials or fences into the common area, or building a permanent structure in an easement area.

**Final Inspection** – The last step of the Community’s Architectural Review Process. Once the work referenced in the Architectural Application (that has been previously approved by the CAC) is completed, it must be inspected to verify that it has been done substantially according to plan. If the project meets this requirement, the application is closed.

**Lagoon System** - The lagoon system winds around the community for three miles. It is actually a storm drain system with regulated gates so that the water level remains about the same regardless of the tide level in the outer bay. The lagoons may overflow their banks at times during heavy rain periods, high tides, or high winds. They are deliberately lowered at other times to permit cleaning or construction. Water levels and gates are controlled by the City of Alameda Public Works Department; the Lagoon is maintained by the Community of Harbor Bay Isle Maintenance Department.

**Letter of Approval/Conditions of Approval** – Once an application has been reviewed and a positive outcome has been determined, the owner of the property will receive a “Conditions of Approval” notice that will clearly outline the details required in completing their project. **Be sure to read the letter in its entirety before starting any work**, as some requested aspects of the application may have changed or been added.

**Maintenance Agreement** – A legal document that is required when a homeowner of a condominium or townhome assumes responsibility for a portion of the common area due to the installation of an item that may affect the integrity of said common area. Examples would be: installation of a skylight in a common area roof, replacement of windows, installation of a satellite dish to the exterior wall of a property, etc. Once completed, the Maintenance Agreement becomes part of the Property Record. Final Inspections will not be completed until this requirement has been met.

**PAC (Project Architectural Committee)** – Volunteer positions (there is one for each Project Association) that work at the behest of the various Project Boards of Directors. They are responsible for reviewing Architectural Applications, making recommendations to the CAC, and conducting Final Inspections.

**Product Cut Sheet** - A product cut sheet is a general term for a few pages of specifications, instructions, dimensions, etc. that apply to a certain technical product or product line, generally shipped with the product. Often the same as a brochure.

**Property Line** – The border of a piece of real property. To determine exact property lines, a survey would need to be conducted.

**Repair** - To restore by replacing a part or putting together what is torn or broken.

**Replace** - To put something new in the place of.



**Scale Drawings** – A drawing that shows a real object with accurate sizes, reduced or enlarged by a certain amount (called the scale).

**Setback** - Minimum distance that a City zoning ordinance requires that must be maintained between a structure and property lines or between two structures.

**Site Plan** - A view of a project site, looking down from above, showing its horizontal elements, such as, buildings, plantings, hardscape, trees, etc. Also called a plan view or plan drawing.

**Zero Lot Line** – A configuration of properties where the physical wall of one property may serve as the boundary for the yard of another property. Often involves easements. Check your Grant Deed for information on your specific property.

### **ARCHITECTURE/BUILDING TERMS:**

**Arbor** - A shelter/structure of latticework often covered with climbing shrubs or vines.

**Awning** - A metal frame clad with fabric attached over a window, door, porch opening or storefront to provide protection from the weather.

**Conduit** - A pipe, tube, or tile for protecting electric wires or cables.

**Casement** - A window sash that is hinged on the side.

**Double Hung** - A type of window with two sashes, each sliding on a vertical track.

**Eave** - The overhanging edge of a roof.

**Fascia** – Band of wood that runs horizontally under the roof edge, covering the ends of the rafters.

**Fence Extension** – The addition of a redwood lattice panel to the top of an existing fence (see your individual Project Association Architectural Rules for further details.) May also refer to the lengthening of current fence.

**Finish** - The visual characteristics including color, texture and reflectivity of all exterior materials.

**Flashing** - Strips of sheet metal bent to fit the angle between any two roof surfaces or between the roof and any projection, such as a chimney.

**Frame** - The stationary portion of a window unit that is affixed to the facade and holds the sash or other operable portions of the windows.

**Glazing** - The material, usually glass, that fills spaces between sash members (rails, stiles and muntins), commonly referred to as panes or lites.

**Gazebo** - A freestanding roofed structure usually open on the sides.

**Grate** - A metal frame with bars running across it that is used to cover an opening.

**Grids** – The decorative dividers found in windows.

**Gutter** - A shallow channel of metal or wood set immediately below and along the eaves of a building to catch and carry off rainwater.

**Lagoon Curb** – The decorative cement curb found at the edge of the Community's Lagoon System.

**Lite** - A pane of glass; a window, or a compartment of a window.

**Modification** - Any work to an existing improvement or landscape improvement other than (a) ordinary maintenance or repair; or (b) any Addition.

**Mullion** - A vertical primary framing member that separates paired or multiple windows within a single opening.

**Patio** - A paved outdoor area adjoining or partially enclosed by the building and often used for outdoor dining.

**Pergola** - A structure usually consisting of parallel colonnades supporting an open roof of girders and cross rafters.

**Pond** – A water feature that is less than 4 (four) feet deep and/or less than 60 (sixty) sq. ft. of surface area. Must be located in-ground.

**Pool** - Is defined as a container of water that exceeds 60 (sixty) square feet in surface area. Above-ground swimming pools are not permitted in the Community of Harbor Bay Isle.

**Return Fence** – A fence that runs perpendicular between the house and a side boundary fence (or neighboring building) to enclose the rear yard.

**Shade Structure** - Defined as accessory structures without permanent foundations that are assembled with non-permanent fasteners.

**Sidelight** - A vertically framed area of fixed glass, often subdivided into panes, flanking a door.

**Shielded (lights)** – Lights are shielded when the light source/bulb is not visible except from directly beneath the fixture; specifically, the light source/bulb may not be visible from off the property.

**Solarium** - A room with walls and a ceiling that are made of glass to allow in sunlight.

**Stained Glass** - Colored glass that is used to make pictures and patterns in windows.

**Trellis** - A frame of latticework used as a support for trees or climbing plants.

### **LANDSCAPING TERMS:**

**24-Inch Box** – The standard size container for replacement trees in the Community of Harbor Bay Isle; 15-gallon is the next smaller size, and 36-inch box is the next larger size of container.

**Arborist** - A specialist in the care and maintenance of trees

**Arborist Report** - A written technical report created by a certified or consulting arborist. It is a summary and analysis of existing vegetation and present conditions of the site with recommendations on preservation. An arborist report identifies species, size and condition of trees.

**Certified Arborist** – An arborist who holds a current ISA (International Society of Arboriculture) certification.

**Consulting Arborist** - An arborist who is an ASCA (American Society of Consulting Arborists) member, which means they have at least five years' experience in arboriculture; a minimum four-

year degree, or the equivalent, in arboriculture or a closely related field; or a minimum of 240 continuing education units (CEUs).

**Discouraged Plants** – Plants that can do well in our unique climate, but there may be additional negative concerns that contradict their success or usefulness. These concerns may include: susceptibility to disease, adverse branch or root growth characteristics, the potential to excessively attract insects or pests, and excessive care/upkeep requirements. The purpose of discouraging these plant materials is to avoid maintenance problems that they are known to cause. A plant that is discouraged may be utilized in the landscape plan, but the property owner should be aware that additional care may be required, and they will be ultimately responsible for any problems caused by the plant.

**Drought Tolerant** - Refers to the degree to which a plant is adapted to arid or drought conditions.

**Encouraged Plants** – Plants that have a proven track record of success in our unique climate. They thrive in the unique area of Harbor Bay and add to the established landscape intent.

**Grade** - The degree of inclination of ground level. “From Grade” means where the item (such as a fence) naturally meets the ground and is measured from.

**Hardscape** - Elements added to a natural landscape, such as paving stones, gravel, walkways, irrigation systems, roads, retaining walls, sculpture, street amenities, fountains, and other mechanical features.

**Hardscape/Softscape Ratio** – The ratio of required planted area (softscape) to non-planted areas of the property (hardscape). Minimum requirements for softscape are important in the Community to allow for proper drainage, and to maintain an aesthetically pleasing landscape. The minimum requirement for the Community is: 80% (hardscape) to 20% softscape in the rear yard, and 40% (hardscape) to 60% (softscape) in the front yard, but individual Project Associations may be more restrictive.

**Malicious Pruning** – Any type of pruning that severely damages the value of a tree; all tree maintenance techniques shall be in conformance with the American National Standards for Tree Care Operations, ANSI A300 from the TCIA (Tree Care Industry Association). Improper or malicious pruning techniques are strictly prohibited.

**Mulch** - A protective covering (as of bark, compost, or other natural material) spread or left on the ground to reduce evaporation, maintain even soil temperature, prevent erosion, control weeds, or enrich the soil.

**Pollarding** - A tree cut back to the trunk to promote the growth of a dense head of foliage. Considered malicious pruning and is not permitted in the Community of Harbor Bay Isle.

**Prohibited Plants** – Plants that have proven to be detrimental to the landscape intent and to surrounding properties; they are not allowed to be planted in the Community of Harbor Bay Isle.

**Pruning** - To cut off or cut back parts of a tree or plant for better shape, to allow more light, or more fruitful growth.

**Rock Garden** – A landscaped area consisting of an artificial mound or bank built of earth and stones and planted with rock/succulent plants.

**Softscape** – Planted area on a property.

**Topping** - The practice of removing whole tops of trees or large branches and/or trunks from the tops of trees, leaving stubs or lateral branches that are too small to assume the role of a terminal leader. Other common names for the practice include **hat-racking**, **heading**, **rounding over**, **pollarding**, and **tipping**. Topping damages trees and is not permitted in the Community of Harbor Bay Isle.

## **PAINTING TERMS:**

**Accent Color** – One of three colors of a paint scheme. It is the least used color on the palette, and is limited to front doors, architectural elements, and fascia boards.

**Architectural Elements** – Decorative elements on a house, including: shutters, decorative vents, plant boxes, window shelves/supports, railings, etc.

**Belly Band** – A horizontal trim piece that runs along the center of a wall.

**Paint Palette Book** – A collection of the specific paint colors and schemes a Project Association has selected for use in that development. Each individual scheme is listed on a separate page.

**Eaves** - The part of a roof that meets or overhangs the walls of a building.

**Fascia** – Band of wood that runs horizontally under the roof edge, covering the ends of the rafters.

**Main Color** – One of the three colors of a paint scheme. The main color is the color of the siding, and is the dominant color on the house; may be used on the garage door in some paint schemes.

**Paint Matching** – The computer process where a specific color of paint is matched by a paint store. Generally, the best way to match existing house paint when doing touch up work, since existing paint may be weathered, faded and dirty from exposure to the elements and will not match “new” paint.

**Paint Scheme** – The specific paint colors selected to paint the exterior of a house. Individual schemes generally consist of three colors – the main (or siding) color, the trim color, and the accent color. In some Project Associations, the individual scheme may offer several selections to pick and choose from.

**Paint Sheen** – The reflective quality of a specific paint.

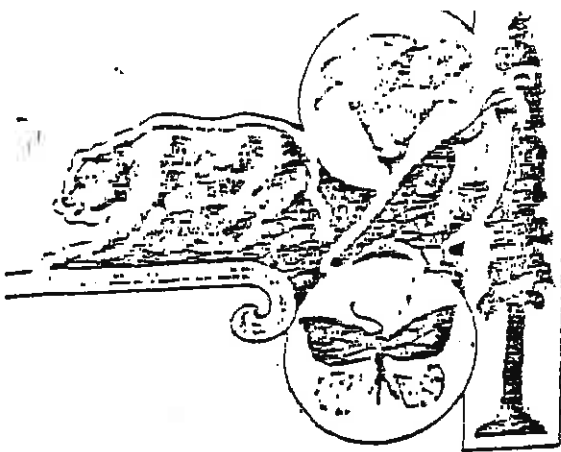
**Planton** – The 1–2-inch metal strip that runs under the roof line; attached to the top edge of the fascia boards.

**Trim Color** - One of three colors of a paint scheme. The trim color is the second most used color in the scheme, used on the trim boards around windows, doors, and garages, etc. May be used on the garage door in some paint schemes.

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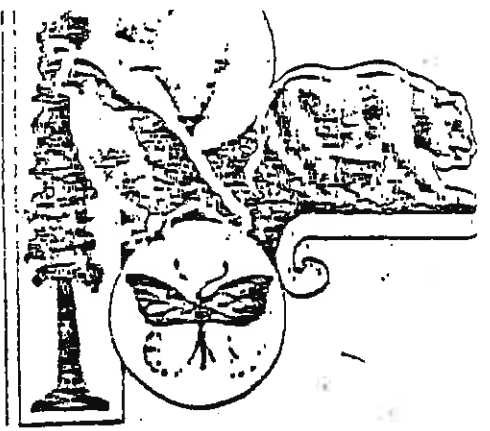
# *Community of Harbor Bay Isle*

## *Articles of Incorporation*



# State of California

OFFICE OF THE SECRETARY OF STATE

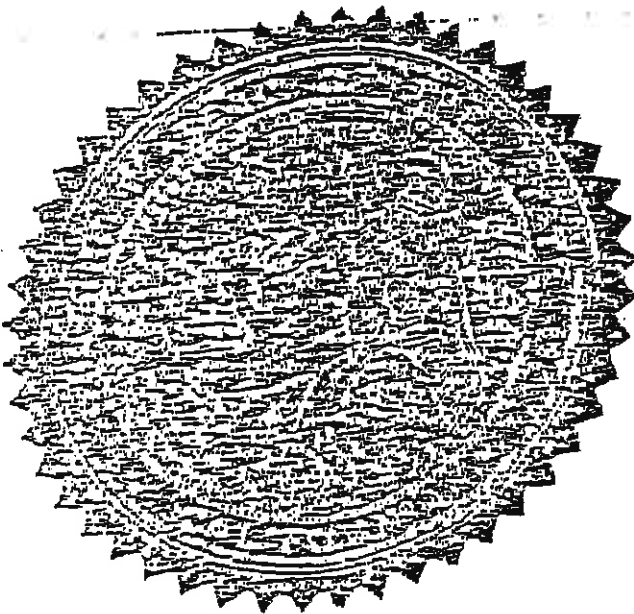


I, *MARCH FONG EU*, Secretary of State of the State of California, hereby certify:

That the annexed transcript has been compared with the record on file in this office, of which it purports to be a copy, and that same is full, true and correct.

IN WITNESS WHEREOF, I execute  
this certificate and affix the Great  
Seal of the State of California this

MAY 27 1977



*March Fong Eu*

Secretary of State

RECEIVED  
JUN 1 4 1977  
DEPT. OF STATE

ENDORSED  
FILED

In the office of the Secretary of State  
of the State of California  
May 27 1977

MARION TUNG ELL, Secretary of State

By JAMES E. HARRIS  
Deputy

# ARTICLES OF INCORPORATION

OF

THE COMMUNITY OF HARBOR BAY ISLE  
OWNERS' ASSOCIATION, INC.

## ARTICLE I

### NAME

The name of the corporation (hereinafter called the "Community Association") is THE COMMUNITY OF HARBOR BAY ISLE OWNERS' ASSOCIATION, INC.

## ARTICLE II

### PRINCIPAL OFFICE

The principal office of the Association is located in Alameda County, California.

## ARTICLE III

### PURPOSE AND POWERS OF THE ASSOCIATION

This Association is organized pursuant to the General Non-Profit Corporation Law. This Association does not contemplate pecuniary gain or profit of the members thereof. The specific purposes for which it is formed are to own, operate, manage, maintain, preserve and control the Community Common Area within the Community of Harbor Bay Isle, City of Alameda, County of Alameda, State of California; and any additions thereto as hereafter may be brought within the jurisdiction of this Association by annexation, and to provide for management of the Community, including architectural control, restrictions and requirements on use and maintenance regarding the residence lots within the Community and to otherwise promote the health, safety and welfare of the community of residents within the Community.

In furtherance of said purposes, this Association shall have power to:

LOW-COST  
MILLER, STARR  
& REGALIA  
REPAIR BUILDING  
SANTA CRUZ  
10 VALLEY BL. 10TH FLOOR  
SANTA CRUZ, CALIF. 95062  
TEL. (408) 486-3800

JUN 14 1977

DEPT. OF REVENUE  
SAN FRANCISCO

(a) Exercise all the powers and perform all of the duties and obligations of the Association as set forth in the Community Restrictions, recorded or to be recorded in the office of the Recorder of Alameda County, California, hereinafter referred to as the "Declaration", including but not limited to the owning, operating and maintaining of all Community Common Areas and Community facilities in the Community, architectural review of the Community, fix assessments to be levied against Lots and assessable parcels in the Community, and to enforce any and all covenants, conditions and restrictions applicable to the Community;

(b) fix, levy, collect and enforce payment by any lawful means, all charges or assessments pursuant to the terms of the Community Restrictions; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Community Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Community Association;

(c) acquire (by gift, purchase, lease or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate to public use or otherwise dispose of real or personal property in connection with the affairs of the Community Association; provided that the Community Association shall not sell any property of the Community Association having an aggregate fair market value in excess of five percent (5%) of the budgeted gross expenses of the Community Association for that fiscal year without the assent of the majority of each class of the Community Members;

(d) borrow money, and only with the assent (by vote or written consent) of two-thirds (2/3) of each class of Community Members, mortgage, pledge, deed in trust, or hypothecate any or



all of its real or personal property as security for money borrowed or debts incurred;

(e) dedicate, sell or transfer all or any part of the Community Common Area owned by the Association to any public agency, authority, assessment district, or utility for such purposes and subject to such conditions as may be agreed to by the Community Members, and as provided in the Community Restrictions. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3rds) of each class of Community Members, agreeing to such dedication, sale or transfer;

(f) participate in mergers and consolidations with other non-profit corporations organized for the same purposes or annex additional property and Common Area, other than the real property described in the Community Declaration; provided that any such merger, consolidation or annexation shall have the assent by a vote of two-thirds (2/3rds) of each class of Community Members or by the written consent of all of the Members;

(g) have and to exercise any and all powers, rights and privileges which a corporation organized under the General Non-Profit Corporation Law of the State of California by law may now or hereafter have or exercise;

The foregoing statement of purposes shall be construed as a statement of both purposes and powers, and the purposes and powers stated in each clause shall, except where otherwise expressed, be in no way limited or restricted by any reference to or inference from the terms and provisions of any other clause, but shall be regarded as independent purposes and powers. Notwithstanding any of the above statements of purposes and powers, this corporation shall not engage in activities which themselves are not in furtherance of the purposes set forth in this Article III and nothing

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MILLER, STARR  
& REGALLA  
BAYVIEW BUILDING  
SUITE 2000  
2100 WILSON BLVD., SUITE 2000  
LOS ANGELES, CALIF. 90024  
(213) 481-1000

contained in the foregoing statement of purposes shall be construed to authorize this corporation to carry on any activities for the profit of its Members or to distribute any gains, profits, or dividends to any of its Members as such.

#### ARTICLE IV

##### MEMBERSHIP

Every person or entity who is a record owner of a fee interest in any lot, or other property in the Community subject to Community Assessments under the Community Restrictions, including contract sellers, shall be a Member of the Association. The foregoing is not intended to include persons or entities who hold any interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may not be separated from ownership of any property in the Community which is subject to assessment by the Association.

#### ARTICLE V

##### VOTING RIGHTS

The Association membership shall be divided into four (4) classes for voting purposes, as follows:

1. Class A Members: Class A members shall be all Community members who are owners of Residential Lots, other than Declarant. Class A members shall have one (1) vote for each lot owned.
2. Class B Members: Class B members shall be any Merchant Builder owning property in Residential Project Areas in the Community which are not divided by a final subdivision map into Residential Lots. Class B members shall have five (5) votes per acre of such land owned by said Class B member. Upon recordation of a final subdivision map on any such property dividing the property into Residential Lots, the Class B membership incident thereto shall terminate and the Owner of each such Residential Lot shall be entitled to Class A membership for each such lot owned.

LAW OFFICES  
MILLER, STARR  
& REGALIA  
SHERMAN, OREGON

CHIEF OF BUREAU  
FIVE FLOORS  
DOWNTOWN, OREGON, 97401  
TEL. (503) 462-0900

3. Class C Members: Class C members shall be Owners of Commercial Lots or Parcels other than Declarant. Class C members shall be entitled to five (5) votes per acre of property owned by such Class C member.

4. Class D Members: The Class D member shall be the Declarant. The Declarant shall be entitled to the following votes for each type of property it owns in the Community:

(a) Residential Lots: Three (3) votes for each Lot owned by Declarant.

(b) Unsubdivided Residential Property: Fifteen (15) votes per acre or a fraction thereof owned in a Residential Project not yet subject to a Final Subdivision Map.

(c) Commercial Property: Fifteen (15) votes per acre for Commercial Parcels owned by Declarant.

The Class D membership rights of Declarant shall terminate upon the happening of the following events, whichever first occurs:

(i) When the total votes outstanding in Class A, Class B and Class C equal the total votes outstanding in Class D; or

(ii) Four years from the date of issuance of the first Final Subdivision Public Report for a Residential Project in the Community; or

(iii) The recordation by Declarant of a written relinquishment of such multiple voting rights.

Upon termination of such Class D membership, Declarant shall be entitled to Class A membership voting rights for all subdivided Residential Lots which it then owns. Declarant shall be entitled to Class B voting rights for all unsubdivided Residential property which it then owns. Declarant shall be entitled to Class C voting rights for all Commercial property which it then owns.

## ARTICLE VI

### BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) Directors who must be Members of the Association in good standing. The number of Community Directors may be changed by amendment of the By-Laws of the Association and shall be increased to no more than seven (7) upon any Annexation of additional Villages into the Community pursuant to Section 2.3 of the Community Restrictions. The names and addresses of the persons who are to act in the capacity of Community Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Dennis Pagones	936 Shorepoint Court, Alameda, California
Oscar Barry	936 Shorepoint Court, Alameda, California
Ron Curtis	936 Shorepoint Court, Alameda, California

The term for each Community Director shall be a term of one (1) year each. At the expiration of the term of years for which each representative Director has been elected, his successor shall be elected to serve for the same term of one (1) year each.

## ARTICLE VII

### DISSOLUTION

The Community Association may be dissolved with the assent given in writing and signed by fifty percent (50%) or more of the voting power pursuant to Sections 4600 et seq. of the California Corporations Code. This corporation is one which does not contemplate pecuniary gain or profit to the Members thereof and it is ~~to be~~ used solely for non-profit purposes. Upon the winding up and dissolution of this corporation, after paying or adequately providing for the debts and obligations of the corporation, the remaining



(d) The corporation shall not make any investments in such manner as to subject it to tax under Section 4944 of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

(e) The corporation shall not make any taxable expenditures as defined in Section 4945(d) of the Internal Revenue Code of 1954, or corresponding provisions of any subsequent Federal tax laws.

IN WITNESS WHEREOF, for the purpose of forming this corporation under the laws of the State of California, we, the undersigned, constituting the incorporators of this Association, have executed these Articles of Incorporation this 26 day of May, 1977.

[Signature]  
Donnie A. Paganis  
[Signature]

CERTIFICATE OF AMENDMENT OF  
ARTICLES OF INCORPORATION OF  
THE COMMUNITY OF HARBOR BAY ISLE  
OWNERS' ASSOCIATION, INC.

We, the undersigned, hereby certify that:

1. We are the President and Secretary, respectively, of the Community of Harbor Bay Isle Owners Association, Inc., a California nonprofit mutual benefit corporation, and are duly authorized to execute this Certificate.
2. Article IV, of the Articles of Incorporation of the Corporation filed on May 26, 1977, shall be amended to read as set forth in full as follows:

ARTICLES OF INCORPORATION ARTICLE VI  
BOARD OF DIRECTORS

The affairs of this Association shall be managed initially by a Board of three (3) Directors who must be Members of the Association in good standing. ~~[The number of Community Directors may be changed by amendment of the By-Laws of the Association and shall be increased to no more than seven (7) upon any Annexation of additional Villages into the Community pursuant to Section 2.2 of the Community Restrictions.]~~  
Thereafter, the number of Community Directors shall be no more than seven (7), as provided in the By-Laws. The names and addresses of the persons who are to act in the capacity of Community Directors until the selection of their successors are:

<u>NAME</u>	<u>ADDRESS</u>
Dennis Pagones	936 Shorepoint Court, Alameda California
Oscar Barry	936 Shorepoint Court, Alameda California
Ron Curtis	936 Shorepoint Court, Alameda California

~~[The term for each Community Director shall be a term of one (1) year each. At the expiration of the term of years for which each representative Director has been elected, his successor shall be elected to serve for the same term of one (1) year each.]~~ The number of directors, term of office, method of election, and removal and filling of vacancies shall be as set forth in the By-Laws.

STATE OF CALIFORNIA

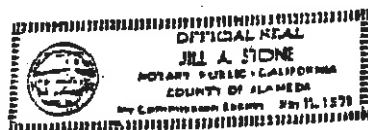
COUNTY OF Alameda

} ss.

On this 26th day of May, 1977, personally  
appeared before me, the undersigned, a Notary Public,  
Oscar Barry, Dennis G. Papones and Ronald I. Curtis

known to me to be the persons whose names are subscribed to the  
within instrument, and they acknowledged to me that they executed  
the same.

IN WITNESS WHEREOF, I have hereunto set my hand and  
affixed my official seal the day and year first above written.



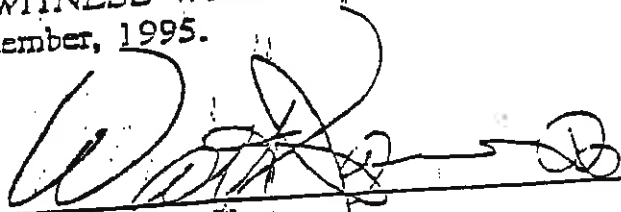
Jill A. Stone  
Notary Public

LAW OFFICES  
WILLER, STARR  
& REGALIA  
SUITE 200, OAKLAND  
10000 COLTON  
20 HALLS BL., 10TH FLOOR  
OAKLAND, CALIF. 94612  
TEL. (415) 461-0000



3. The foregoing amendment has been approved by the Board of Directors and by the written affirmative vote of 51% of each Class of Members.

IN WITNESS WHEREOF, the undersigned have executed this Certificate on the 28th day of September, 1995.

  
\_\_\_\_\_  
Walt Jacobs, President  
\_\_\_\_\_  
Gary Hoffer, Secretary

*Community of  
Harbor Bay Isle*

*By-Laws*

BY-LAWS  
OF  
THE COMMUNITY OF HARBOR BAY ISLE  
OWNERS ASSOCIATION, INC.

ARTICLE I

NAME AND LOCATION

The name of the corporation is THE COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION, INC., hereinafter referred to as the "Association". The principal location of the office of the Community Association shall be at 936 Shorepoint Court, City of Alameda, County of Alameda, California.

ARTICLE II

DEFINITIONS

The names, words, and phrases used in these By-Laws shall have the same meanings as set forth in the Declaration of Covenants, Conditions and Restrictions recorded on June 8, 1977, at Reel     , Image     , Alameda County Records (hereinafter referred to as "Community Restrictions"), and the definitions therein contained are hereby incorporated herein by this reference.

ARTICLE III

MEETINGS

1. Annual Meetings of Electors: There shall be a meeting of the Project Boards of each Village in the Community and any other electors within such Villages as specified in Paragraph 3.5(a) of the Community Restrictions within six (6) months after the date of the sale of the first Lot in the Project or within thirty (30) days after fifty-one percent (51%) of the Lots in the Project have been sold, whichever occurs first for the purpose of electing the Community Board. Thereafter, such annual meetings for election of the Community Board shall be held on the second Tuesday of March

LAW OFFICES  
MILLER, STARR  
& REGALIA  
CORPORATE BUILDING  
EMERALD CENTER  
1100 VALDEZ ST., 10TH FLOOR  
OAKLAND, CALIF. 94612  
TEL. (415) 493-3800

RECEIVED

JUN 14 1977

of each succeeding year at the hour of 7:00 p.m. If the day for such meetings is a legal holiday, such meetings will be held at the same hour on the first day following which is not a legal holiday. Meetings shall be held in such reasonable location within or as close to the Project as practicable as the Community Board may specify in writing.

2. Special Meetings: Special meetings of the Community Members may be called at any time by the President or by two Members of the Community Board other than the Declarant, or upon the written request of at least twenty-five percent (25%) of the Class A Members.

3. Notice of Meetings: Written notice of each meeting of the Members shall be given by or at the direction of the Secretary or persons authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days but not more than thirty (30) days before such meeting to each Member entitled to vote thereat, addressed to the Member's address last appearing on the books of the Association, or supplied by such Member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting. If mailed, the notice of a meeting shall be deemed to be delivered twenty-four (24) hours after its deposit in the United States mail addressed to the Member at his address as it appears on the records of the corporation, with postage thereon prepaid.

4. Quorum: The presence at the meeting of Members entitled to cast, (or of proxies entitled to cast), fifty percent (50%) of the votes of each class of membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these By-Laws. If, however, such quorum shall not be present or represented at any meeting,

the Members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, for a period of not less than five (5) days nor more than thirty (30) days from the time the original meeting was called until a quorum shall be present. The quorum for any such adjourned meeting shall be twenty-five percent (25%) of the votes of each class of membership.

5. Proxies: At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of title to his Lot, or death or insanity of the Member so executing the proxy. No proxy shall be valid after eleven (11) months from the date of its execution, unless otherwise provided in the proxy.

6. Voting Rights: On matters which require the vote of Members of the Community Association the following rights and procedures shall apply:

A. Classes of Membership: For voting purposes, the membership shall be divided into four (4) classes. The voting rights of each class of Members shall be as follows:

1. Class A Members: Class A Members shall be all Community Members who are owners of Residential Lots, other than Declarant. Class A Members shall have one (1) vote for each lot owned.

2. Class B Members: Class B members shall be any Merchant Builder owning property in Residential Project Areas in the Community which are not divided by a final subdivision map into Residential Lots. Class B members shall have five (5) votes per acre of such land owned by said Class B member. Upon recordation of a final subdivision map on any such property divid

ing the property into Residential Lots, the Class B membership incident thereto shall terminate and the Owner of each such Residential Lot shall be entitled to Class A membership for each such lot owned.

3. Class C Members: Class C members shall be Owners of Commercial Lots or Parcels other than Declarant. Class C members shall be entitled to five (5) votes per acre of property owned by such Class C member.

4. Class D Members: The Class D member shall be the Declarant. The Declarant shall be entitled to the following votes for each type of property it owns in the Community:

(a) Residential Lots: Three (3) votes for each Lot owned by Declarant.

(b) Unsubdivided Residential Property: Fifteen (15) votes per acre or a fraction thereof owned in a Residential Project not yet subject to a Final Subdivision Map.

(c) Commercial Property: Fifteen (15) votes per acre for Commercial Parcels owned by Declarant.

The Class D membership rights of Declarant shall terminate upon the happening of the following events, whichever first occurs:

(i) When the total votes outstanding in Class A, Class B and Class C equal the total votes outstanding in Class D; or

(ii) Four years from the date of issuance of the first Final Subdivision Public Report for a Residential Project in the Community; or

(iii) The recordation by Declarant of a written relinquishment of such multiple voting rights.

Upon termination of such Class D membership, Declarant shall be entitled to Class A membership voting rights for all subdivided Residential Lots which it then owns. Declarant shall be entitled to Class B voting rights for all unsubdivided Residential property which it then owns. Declarant shall be entitled to Class C voting rights for all Commercial property which it then owns.

B. Multiple Ownership: When more than one person owns a single Lot or Parcel, all Owners shall be members of the Association. However, the vote for each Lot or Parcel must be cast as a unit, and fractional votes shall not be allowed. In the event that joint Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any one Owner casts a vote representing a certain Lot or Parcel, it will thereafter be conclusively presumed for all purposes that he was acting with the authority and consent of any other Owners of said Lot or Parcel.

C. Transfer of Voting Rights: The right to vote may not be severed or separated from the Lot ownership to which it is appurtenant, and any sale, transfer, or conveyance of such Lot to a new Owner or Owners shall operate to transfer the appurtenant vote without the requirement of any express reference thereto.

A Member who has sold his property to a contract purchaser under an agreement to purchase shall be entitled to delegate to such contract purchaser his membership rights in the Association. However, the contract seller shall remain liable for the charges and assessments until title to the property sold shall be transferred.

7. Informal Action by Members: Any action required by law to be taken at a meeting of Members, or any action to be taken at

a meeting of Members, may be taken provided that a notice of such action is sent to all Members entitled to vote with respect to the subject matter thereof at least twenty-one (21) days prior to the effective date of such action and further provided that no such action shall become effective unless the requisite percent of all such Members entitled to vote shall have consented in writing to such action prior to the expiration of the twenty-one (21) day period.

#### ARTICLE IV

##### BOARD OF DIRECTORS: SELECTION: TERM OF OFFICE

1. Make-up of Board: The Community Board shall initially consist of three (3) representatives. Upon annexation of any subsequent Villages to the Community, the number of representatives on the Community Board shall be increased to a maximum of seven (7) as provided in Section 3.5 of the Community Declaration. Of the three (3) initial representatives, two (2) representatives shall be selected by the Residential Projects in Village I. One (1) representative shall be selected by the owners of the Commercial Area within Village I. Upon any annexation of any Residential Project in Village II, Village III, Village IV or Village V, one (1) representative to the Community Board shall be selected by the Residential Projects therein as specified in Section 3.5A of the Community Declaration. Upon annexation of Village V, one (1) representative to the Community Board shall be selected by the owners of the Commercial Area within Village V.

2. Term of Office:

(a) Initial Board of Directors: The initial Board of Directors, selected by Declarant pursuant to Section 3.5B of the Community Declaration, shall hold office until six (6) months after the transfer and conveyance by Declarant or a Merchant Builder of the first Residential Lot in the Community to an Owner other than



Declarant or a Merchant Builder or until fifty-one percent (51%) of all Residential Lots in the Community have been sold and conveyed to purchasers other than Declarant or Merchant Builders, whichever first occurs.

(b) Interim Board: Within thirty (30) days of the termination of the term of the initial Board, a new Community Board shall be elected pursuant to the procedures of Paragraph 3.5A of the Community Restrictions, which Board shall serve until the first annual meeting of electors.

3. Board Elected at Annual Meetings: At the first annual meeting of the electors for the Community Association, the Directors shall be elected each for a term of one (1) year by the electors established under Paragraph 3.5A. At the expiration of the one (1) year term of each Director, a successor Director shall be elected to serve for one (1) year. In the event that any Villages are annexed to the Community other than Village I, the number of Directors to be elected shall be increased in accordance with Section 3.5A of the Community Declaration.

4. Lot Owners' Rights: In any election in which representatives on Project Boards selected by Lot Owners other than the Declarant or Merchant Builders do not have sufficient voting power in the Community Association to elect at least one (1) representative to the Community Board through accumulating all of their votes, the Community Board shall adopt special procedures to assure that at least one (1) Director is elected solely by the votes of such representatives on Project Boards, excluding those elected exclusively by vote of Declarant or Merchant Builders. A representative to the Community Board elected pursuant to the procedures established under this procedure may be removed prior to expiration of his term of office only by a vote of at least a simple majority of representatives on Project Boards excluding those elected exclusively by vote of Declarant or Merchant Builders.

5. Removal: An individual Director may be removed, prior to the expiration of his term, by a majority vote of the electors in the Village which elected said Director. Any Director elected solely by the votes of Members other than the Declarant and Merchant Builders may be removed from office prior to the expiration of his term only by a vote of no less than a majority of Members other than the Declarant and Merchant Builders. In the event of death, resignation or removal of a Director, his successor shall be selected at a special election at a meeting of the electors in the Village which elected the previous Director.

6. Election: Election to the Community Board shall be by secret written ballot. At such election the electors or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Declaration, the Articles and By-Laws. The persons receiving the largest number of votes for a Director or Directors shall be deemed elected.

7. Compensation: No Director shall receive compensation for any services he may render to the Association. However, any Director may be reimbursed for his reasonable actual expenses incurred in the performance of his duties.

#### ARTICLE V

##### MEETINGS OF DIRECTORS

1. Regular Meetings: Regular meetings of the Board of Directors shall be held monthly. If the Board determines that its business does not warrant a monthly meeting, such meeting need not be held, provided, however, the Board shall meet a minimum of once every three months. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday. Written notice of such regular meetings shall be given not less than five (5) days prior thereto, stating the time and place within the project

of such meetings, and such Notice shall be posted pursuant to Section 5 hereinbelow.

2. Special Meetings: Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any three (3) Directors. Notice of any special meeting of the Board of Directors shall be given not less than five (5) days nor more than fifteen (15) days prior thereto by written notice (specifying therein the time, location within the project, and purpose of such meeting) delivered personally or sent by mail or telegram to each Director at his address as shown by the records of the corporation. If mailed, such notice shall be deemed to be delivered twenty-four (24) hours after deposit in the United States mail in a sealed envelope so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company.

3. Quorum: As long as there are five (5) Directors on the Community Board, three (3) Directors shall constitute a quorum for the transaction of business. In the event the Community Board increases to seven (7) Directors, the quorum thereafter shall be five (5) Directors. Every act or decision done or made by the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

4. Action Taken Without a Meeting: On an emergency basis, the Directors shall have the right to take any action in the absence of a meeting which they would take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors, and notice thereof shall be posted pursuant to paragraph 5 of this Article.

5. Notice to Members: The Secretary shall post notice of all Board meetings (both regular and special) in a conspicuous

place on the Project premises not less than 72 hours prior to the scheduled time of the meeting. Any member shall be entitled to observe any Board meeting, but shall not be entitled to participate in any deliberation or discussion unless expressly authorized by the Board.

6. Executive Session: The Board, upon approval of a majority thereof, may adjourn into executive session to discuss and vote on personnel matters, litigation in which the Association is or may become involved and business of a similar nature, provided that the nature of such business to be considered in executive session be first announced in open session.

7. Adjournment: A majority of a quorum of the Directors may adjourn any Community Board meeting to meet again at a stated day and hour. In the absence of a quorum, a majority of the Directors present may adjourn from time to time to meet again at a stated day and hour prior to such time as may be fixed for the next regular meeting of the Community Board. The motion for adjournment shall be recorded in the minute book, and notice of the time and place of the adjourned meeting need not be given to any Director present at the meeting adjourned if the time and place be fixed at the meeting adjourned.

#### ARTICLE VI

#### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

1. Powers: The Board of Directors shall have the power to undertake all duties and responsibilities of the Association as expressed in the Declaration and the management and conduct of the affairs thereof, except as may be expressly reserved to a vote of the membership. Such powers include, but are not limited to, the following:

(a) Enforce the provisions of the Community Declaration and adopt and publish Community Rules governing the use of the Community Common Area and facilities, and the personal conduct

of the Community Members and their guests thereon, and to establish penalties for the infraction of said Declaration and said rules.

(b) Suspend the voting rights and right to use of the Community Common Area by a Community Member during any period in which such Community Member shall be in default in the payment of any assessment levied by the Community Association. Such rights may also be suspended after notice and hearing, for a period not to exceed thirty (30) days for each infraction of the Community Rules.

(c) Exercise for the Association all powers, duties, and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles of Incorporation or the Declaration.

(d) Declare the office of a Member of the Community Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Community Board of Directors.

(e) Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties, and contract for services for the Community Association provided that no such contract shall exceed one (1) year in duration unless prior approval of a majority of the Community members, excluding Declarant, has been obtained by the Board.

(f) Levy a fine against any Lot Owner who shall fail or refuse to obey the Project Rules, provided such fine shall not exceed Fifty Dollars (\$50.00) for any infraction of such Rules.

2. Duties: It shall be the duty of the Community Board of Directors to undertake all duties and responsibilities of the Community Association as expressed in the Community Restrictions and the management and the conduct of the affairs of the Community Association, except as expressly reserved to a vote of the membershi

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

1. Enumeration of Offices: The officers of this Association shall be a President and Vice President, who shall at all times be members of the Community Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

2. Election of Officers: The election of officers shall take place at the first meeting of the Community Board following each annual meeting of the members.

3. Term: The officers of this Association shall be elected annually by the Community Board and each shall hold office for one (1) year unless he shall sooner resign, or shall be removed or otherwise disqualified to serve.

4. Special Appointments: The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may from time to time determine.

5. Resignation and Removal: Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

6. Vacancies: A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of the officer he replaces.

7. Multiple Offices: Any two or more offices may be held by the same person, except the offices of President and Secretary.

8. Duties: The duties of the officers are as follows:

(a) PRESIDENT: The President shall preside at all meetings of the Community Board shall see that orders and resolutions of the Community Board are carried out; shall sign all leases, mortgages, deeds, and other written instruments and shall co-sign all checks and promissory notes.

(b) VICE PRESIDENT: The Vice President shall act in the place and stead of the President in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him by the Community Board.

(c) SECRETARY: The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Community Board and of the members; keep the corporate seal (if any) of the Community Association and affix it on all papers requiring said seal; serve notice of meetings of the Community Board and of the Members; keep appropriate current records showing the Members of the Association together with their addresses, and shall perform such other duties as required by the Community Board.

(d) TREASURER: The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall sign all checks and promissory notes of the Association, keep proper books of account; cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year; shall prepare an annual Operating Statement reflecting income and expenditures of the Board from the maintenance fund for the preceding calendar year and the allocation thereof to each Lot and a Balance Sheet as of the last day of the Association's fiscal year. A copy of such report shall be distribu-

ted to each Lot Owner within sixty (60) days after the end of each fiscal year; and shall distribute to each member a Balance Sheet of an accounting date which shall be the last day of the month closest in time to six (6) months from the closing of the first sale of a Lot to an Owner and an Operating Statement for said six-month period, including a schedule of assessments received or receivable itemized by each Lot or other assessable parcels and name of the person assessed.

#### ARTICLE VIII

##### COMMITTEES

The Association shall appoint an Architectural Committee as provided in the Declaration. In addition, the Board of Directors shall appoint other committees as deemed appropriate in carrying out its purpose.

#### ARTICLE IX

##### BOOKS AND RECORDS

1. Place of Keeping: The books, records and papers of the Community Association shall be kept at the principal place of business of the Community Association. The membership register, books of account and minutes of meetings of the Members, of the Community Board and of committees of the Community Board, shall be made available for inspection and copying by any Community Member, or by a duly-appointed representative of the Community Member, at any reasonable time and for a purpose reasonably related to his interest as a Community Member.

The Community Board shall establish reasonable rules with respect to the notice to be given to the custodian of the records by the Community Member desiring to make the inspection, the hour and days when such inspection can be made, and the payment to be made by a Member for the costs of reproducing documents.



## ARTICLE X

### ASSESSMENTS

1. Community Assessment Rolls: Community Assessment Rolls shall be maintained in a set of accounting books in which there shall be an account for each Lot (other than Community or Project Common Area Lots) within the Community. Such account shall designate the address, its Owner, the amounts of any or all Community Assessments and delinquencies with respect to the said Owner and Lot, and the dates and amounts in which Community Assessments become due, the amounts paid upon accounts thereof and the balance due upon any Community Assessment. The Community Assessment Roll shall be revised after each annexation, as set forth in the Community Restrictions.

## ARTICLE XI

### CORPORATE SEAL

The Community Board may but shall not be required to, adopt, use and at will alter a corporate seal. Such seal, if adopted, shall be affixed to all corporate documents, but failure to affix the seal to any corporate instrument shall not affect the validity thereof.

## ARTICLE XII

### AMENDMENTS

1. Generally: These By-Laws may be amended by the vote or written assent of a majority of each class of Community Members.
2. Records of Amendments: Whenever an amendment or new By-Law is adopted, it shall be copied in the book of By-Laws with the original By-Laws in the appropriate place. If any By-Law repeals any provision of the By-Laws, the date of the meeting at which the repeal was enacted or written assent was filed, shall be stated in such book.

## ARTICLE XIII

### CERTIFICATE OF MEMBERSHIP

1. Certificates of Membership. The Community Board may (but shall not be required to) provide for the issuance of certificates evidencing membership in the corporation, which shall be in such form as may be determined by the Board. Such certificates, if issued, shall be signed by the President or a Vice President and by the Secretary or an Assistant Secretary and shall be sealed with the seal of the corporation, if such a seal is adopted. All certificates evidencing membership of any class shall be consecutively numbered. The name and address of each member and the date of issuance of a certificate shall be entered on the records of the corporation. If any certificate shall become lost, mutilated, or destroyed, a new certificate may be issued therefor upon such terms and conditions as the Community Board may determine.

2. Transfer of Membership: Upon the sale of any Lot, the membership of the selling owner shall terminate and the certificate, if any, issued to such member shall be cancelled. The new purchasing owner shall receive a newly issued certificate if the Association has elected to issue certificates evidencing membership in the Association as provided in Section 1 above.

## ARTICLE XIV

### MISCELLANEOUS

1. Fiscal Year: The fiscal year of the Association shall begin on the first day of January and end on the 31st day of December of every year except the first fiscal year shall begin on the date of incorporation.

2. Parliamentary Rules: The latest edition of Robert's Rules of Order shall govern the conduct of Community Membership Meetings and Community Board meetings when not in conflict with the Community Restrictions, these Community By-Laws, or law.

3. Conflict. In the case of any conflict between the Community Restrictions and these By-Laws, the Community Restrictions shall control. In the case of a conflict between the Community Articles and these By-Laws, the Community Articles shall control.

IN WITNESS WHEREOF, we, being all of the Directors of THE COMMUNITY OF HARBOR BAY ISLE OWNERS' ASSOCIATION, have hereunto set our hands this 16 day of May, 1977.

[Signature]  
[Signature]  
[Signature]

CERTIFICATION

I, the undersigned, do hereby certify:

That I am the duly elected and acting Secretary of THE COMMUNITY OF HARBOR BAY ISLE OWNERS' ASSOCIATION, a California corporation and

That the foregoing By-Laws constitute the original By-Laws of said corporation, as duly adopted at a meeting of the Board of Directors thereof, held on the 24 day of May, 1977.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my seal of said Association this 24 day of May, 1977.

Debra J. Pagnier

# AMENDMENT OF BY-LAWS OF COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION

Whereas, Article XII of the By Laws of the Community of Harbor Bay Isle Owners Association dated May 26, 1977 provide that said By Laws may be amended by the vote or written assent of a majority of each class of Community Members; and

WHEREAS, the requisite approval of the following amendment has been obtained by the written assent of a majority of each class of Community Members; and

NOW THEREFORE, IT IS HEREBY RESOLVED that the said By Laws of the Association are hereby amended as follows:

## ARTICLE IV

### BOARD OF DIRECTORS; SELECTION; TERM OF OFFICE

1. Make-up of Board: ~~{The Community Board shall initially consist of three (3) representatives. Upon annexation of any subsequent Villages to the Community, the number of representatives on the Community Board shall be increased to a maximum of seven (7) as provided in Section 3.5 of the Community Declaration. Of the three (3) initial representatives, two (2) representatives shall be selected by the Residential Projects in Village I. One (1) representative shall be selected by the owners of the Commercial Area within Village I. Upon any annexation of any Residential Project in Village II, Village III, Village IV or Village V, one (1) representative to the Community Board shall be selected by the Residential Projects therein as specified in Section 3.5A of the Community Declaration. Upon annexation of Village V, one (1) representative to the Community Board shall be selected by the owners of the Commercial Area within Village V.}~~ *The Community Board shall consist of seven (7) directors. One (1) director shall be elected by and from the Residential Projects in each Village, except that the Residential Projects in Village III shall be equally divided into two new Villages named Village III-A and Village III-B with each new village entitled to elect one (1) director, as provided in the Community By-Laws. One (1) additional director shall be elected by and from the Owners(s) of the Commercial Parcel(s).*

### 2. Term of Office

~~(a) Initial Board of Directors: The initial Board of Directors, selected by Declarant pursuant to Section 3.5 B of the Community Declaration, shall hold office until six (6) months after the transfer and conveyance of Declarant or a Merchant Builder of the first Residential Lot in the Community to an Owner other than Declarant or a Merchant Building or until fifty one percent (51%) of all Residential Lots in the Community have been sold and conveyed to purchasers other than Declarant or Merchant Builders, whichever first occurs.~~

~~(b) Interim Board: Within thirty (30) days of the termination of the term of the initial Board, a new Community Board shall be elected pursuant to the procedures of Paragraph 3.6A of the Community Restrictions, which Board shall serve until the first annual meeting of electors.~~

2. Term of Office: The directors elected at the first annual meeting following the effective date of this Amendment shall draw lots to determine the length of their respective terms: four (4) directors, one (1) of whom shall be a director elected from Village III, shall be elected to serve until the second annual meeting following their election, and three (3) directors, one (1) of whom shall be a director elected from Village III, shall be elected to serve until the next annual meeting following their election. Upon the expiration of the initial term of office of each such director and upon the expiration of the term of office of each director elected thereafter, a successor shall be elected to serve until the second annual meeting following his or her election.

**BY-LAWS ARTICLE VI**  
**POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

1.(e) Employ a manager, an independent contractor, or such other employees as they deem necessary and to prescribe their duties, and contract for services for the Community Association provided that no ~~{such}~~ employment, management or service contract shall exceed ~~{one (1) year}~~ three (3) years in duration unless prior approval of a majority of the Community members ~~{excluding Declarant,}~~ has been obtained by the Board.

1.(f) Subject to the requirements of the Declaration, the Board may enter into contracts with other associations or corporate entities located on Bay Farm Island, to provide to any such entity management services of a type which are then being performed for the Community. Such contracts shall be a term not to exceed three (3) years.

NOTE: Old section 1(f) remains unchanged as new section 1(g).

CERTIFICATE OF AMENDMENT OF  
BY-LAWS OF  
COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION

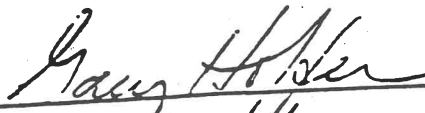
I, the undersigned, hereby certify that:

I am the Secretary of the COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION.

The foregoing Amendment of By-Laws of the COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION was duly approved by the Board of Directors on the 28th day of September, 1995.

The foregoing Amendment of By-Laws of the COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION was duly approved by the written assent of a majority of each class of Community Members.

Executed this 28th day of September, 1995.

  
Secretary