

# *Community of Harbor Bay Isle*

## *Annual Budget and Disclosures*

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**The Community of Harbor Bay  
Isle Owners' Association**

**ANNUAL  
DISCLOSURES  
2025**

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## **ANNUAL DISCLOSURES BUDGET YEAR 2025**

### **Davis-Stirling Common Interest Development Act**

The portion of the California Civil Code called the Davis-Stirling Common Interest Development Act, Civil Code §4000 to §4765, addresses various aspects of homeowner association governance including annual disclosure requirements. The documentation on the following pages is being provided to the membership in compliance with this legislation. Please review the material carefully and if you should have any questions, contact the Executive Director, Dawn Jaeger, by email at [djaeger@harborbay.org](mailto:djaeger@harborbay.org) or by phoning 865-3363.

### **2025 Operating Budget**

Each year, the Board of Directors adopts the operating budget for the upcoming fiscal year. The Board carefully reviews the Association's anticipated expenses and sets the assessment accordingly. The aim is to keep the assessments at a reasonable level while ensuring that the Association's financial obligations are met.

### **2025 Assessments**

The 2025 operating budget calls for a Community assessment increase of 5.00% in order to meet the Community's anticipated expenses.

**In compliance with Civil Code §5615, your individual Community homeowner increase is in the cover memo of this packet and will also be sent through your association's disclosures.**

### **Reserve Study**

Reserves are funds set aside for the Community's major component replacement or repairs. Civil Code §1365.5(c) requires that the Board of Directors authorize a comprehensive report of the major components, including a visual inspection, every three years. In each year between, the study must be updated to reflect spending from the prior year and anticipated spending in the upcoming year. A summary of the current Reserve Study is included.

### **Insurance**

The Community is obligated to provide a summary of the insurance policies annually in compliance with Civil Code §5300.

### **Rules and Policies**

The Community's Rules, which augment and clarify the CC&R's, are included. Policies approved by the Board but not included in the Rules can be found in the Policies document along with other disclosures, notices, and forms.

**The Community of Harbor Bay Isle Owner's Assoc. Inc.**  
**2025 Budget**

	<b>2024 Forecast</b>	<b>2024 Budget</b>	<b>2025 Budget</b>	<b>% of Total</b>	<b>\$ Change</b>	<b>% Change</b>
<b>Revenue:</b>						
Assessments	\$ 5,183,468	\$ 5,183,468	\$ 5,442,469	77.1%	\$ 259,001	5.00%
Management Services	\$ 747,861	\$ 747,861	\$ 785,244	11.1%	\$ 37,383	5.00%
Other Revenues	\$ 246,642	\$ 253,269	\$ 246,320	3.5%	\$ (6,950)	-2.74%
Interest, Late, Ads, Reserve & Other	\$ 190,720	\$ 144,475	\$ 166,600	2.4%	\$ 22,125	15.31%
Prior Periods Surplus	\$ 350,001	\$ 350,000	\$ 415,500	5.9%	\$ 65,500	18.71%
<b>Total Revenue</b>	<b>\$ 6,718,692</b>	<b>\$ 6,679,073</b>	<b>\$ 7,056,132</b>	<b>100%</b>	<b>\$ 377,059</b>	<b>5.65%</b>
<b>Operating Expense:</b>						
Maintenance	\$ 1,537,442	\$ 1,844,500	\$ 1,848,010	26.2%	\$ 3,510	0.19%
Security	\$ 1,306,878	\$ 1,479,462	\$ 1,561,154	22.1%	\$ 81,692	5.52%
Management Services	\$ 576,662	\$ 735,090	\$ 732,827	10.4%	\$ (2,263)	-0.31%
Architectural Services	\$ 125,768	\$ 185,142	\$ 187,863	2.7%	\$ 2,721	1.47%
Administration & Finance	\$ 1,419,847	\$ 1,398,935	\$ 1,533,758	21.7%	\$ 134,823	9.64%
General & Overhead	\$ 479,099	\$ 427,430	\$ 496,417	7.0%	\$ 68,987	16.14%
Airport Coalition Fees	\$ 53,514	\$ 53,514	\$ 53,514	0.8%	\$ -	0.00%
<b>Total Operating Expenses</b>	<b>\$ 5,499,209</b>	<b>\$ 6,124,073</b>	<b>\$ 6,413,543</b>	<b>90.9%</b>	<b>\$ 289,470</b>	<b>4.73%</b>
<b>Reserve:</b>						
Funding	\$ 500,000	\$ 500,000	\$ 588,654	8.3%	\$ 88,654	17.73%
Interest	\$ 50,000	\$ 50,000	\$ 48,935	0.7%	\$ (1,065)	-2.13%
<b>Total Reserve</b>	<b>\$ 550,000</b>	<b>\$ 550,000</b>	<b>\$ 637,589</b>	<b>9.0%</b>	<b>\$ 87,589</b>	<b>15.93%</b>
<b>Contingency</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>\$ 5,000</b>	<b>0.1%</b>	<b>\$ -</b>	<b>0.00%</b>
<b>Total Expense, Reserve &amp; Contingency</b>	<b>\$ 6,054,209</b>	<b>\$ 6,679,073</b>	<b>\$ 7,056,132</b>	<b>100.0%</b>	<b>\$ 377,059</b>	<b>5.65%</b>

**Notes:**

The summary proforma budget and reserves are provided in accordance with the Davis-Sterling Common Interest Development Act

Copies are available to Association Members upon request.

**Civil Code § 5300. Annual Budget Report.**

(a) Notwithstanding a contrary provision in the governing documents, an association shall distribute an annual budget report 30 to 90 days before the end of its fiscal year.

## **ASSESSMENT AND RESERVE DISCLOSURE SUMMARY for the Fiscal Year Ending December 2025**

### Community of Harbor Bay Isle Master Association

- 1) The regular assessment per ownership interest is variable (see attached distribution).  
Note: If assessments vary by the size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached summary.
- 2) Additional regular or special assessments that have already been scheduled to be imposed or charged, regardless of the purpose, if they have been approved by the board and/or members:

Date assessment will be due:	Amount per ownership interest per year (If assessments are variable, see note immediately below):	Purpose of assessment:
	Total:	

Note: If assessments vary by size or type of ownership interest, the assessment applicable to this ownership interest may be found on page N/A of the attached report.

- 3) Based upon the most recent reserve study and other information available to the board of directors, will currently projected reserve account balances be sufficient at the end of each year to meet the association's obligation for repair and/or replacement of major components during the next 30 years?

Yes X      No \_\_\_\_\_

- 4) If the answer to (3) is no, what additional assessments or other contributions to reserves would be necessary to ensure that sufficient reserve funds will be available each year during the next 30 years that have not yet been approved by the board or the members?

Approximate date assessment will be due:	Amount per ownership interest per year:
	Total:

- 5) All major components are included in the reserve study and are included in its calculations.
- 6) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570, the estimated amount required in the reserve fund at the end of the current year is \$3,680,123, based in whole or in part on the last reserve study or update prepared by Murray Joseph & Associates as of August 2024. The projected reserve fund cash balance at the end of the current fiscal year is \$4,279,611, resulting in reserves being 116 percent funded at this date with a deficit of n/a per unit. If an alternative, but generally accepted, method of calculation is also used, the required reserve amount is N/A.
- 7) Based on the method of calculation in paragraph (4) of subdivision (b) of Section 5570 of the Civil Code, the estimated amount required in the reserve fund at the end of each of the next five budget years is \$\_\_\_\_\_ and the projected reserve fund cash balance in each of those years, taking into account only assessments already approved and other known revenues, is \$\_\_\_\_\_, leaving the reserve at \_\_\_\_\_ percent funded. If the reserve funding plan approved by the association is implemented, the projected reserve fund cash balance in each of those years will be \$\_\_\_\_\_, leaving the reserve at \_\_\_\_\_ percent funded. See attached 30-year projection for the answers to question #7.

# Community of Harbor Bay Isle Master Association

## Executive Summary

### Directed Cash Flow Calculation Method

**Client Information:**

Account Number	11114
Version Number	1
Analysis Date	08/08/2024
Fiscal Year	1/1/2025 to 12/31/2025
Number of Units	2,973
Phasing	1 of 1

**Global Parameters:**

Inflation Rate	4.00 %
Annual Contribution Increase	6.60 %
Investment Rate	1.35 %
Taxes on Investments	0.00 %
Contingency	0.00 %

**Community Profile:**

For budgeting purposes, unless otherwise indicated, we have used January 1978 as the average placed-in-service date for aging the original components included in this analysis.

We have used an average placed-in-service date of January 1993 for aging the original components of the community center.

We have used an average replacement cost of January 1991 for Village V components.

At the request of the client, we have excluded a provision for taxes on investment, for this is paid through the operating budget.

The investment rate has been provided by the client.

Field evaluations: August 7, 2024; August 2021; April 2018; June 2015; July 2012; February 2009; August 2006

**Adequacy of Reserves as of January 1, 2025:**

Anticipated Reserve Balance	\$4,279,611.00
Fully Funded Reserve Balance	\$3,680,123.18
Percent Funded	116.29%

Recommended Funding for the 2025 Fiscal Year:	Annual	Monthly	Per Unit
			Per Month
Member Contribution	\$588,654	\$49,054.50	\$16.50
Interest Contribution	\$48,935	\$4,077.88	\$1.37
Total Contribution	\$637,589	\$53,132.38	\$17.87

**Community of Harbor Bay Isle Master Association**  
**Projections**  
**Directed Cash Flow Calculation Method**

Fiscal Year	Beginning Balance	Member Contribution	Interest Contribution	Expenditures	Ending Balance	Fully Funded Ending Balance	Percent Funded
2025	\$4,279,611	\$588,654	\$48,935	\$946,345	\$3,970,854	\$3,663,837	108%
2026	\$3,970,854	\$627,505	\$49,441	\$618,105	\$4,029,695	\$4,020,041	100%
2027	\$4,029,695	\$668,921	\$49,085	\$722,089	\$4,025,612	\$4,319,818	93%
2028	\$4,025,612	\$713,069	\$48,190	\$804,034	\$3,982,837	\$4,588,190	87%
2029	\$3,982,837	\$760,132	\$48,838	\$735,047	\$4,056,760	\$4,976,553	82%
2030	\$4,056,760	\$810,301	\$44,805	\$1,128,846	\$3,783,019	\$5,012,782	75%
2031	\$3,783,019	\$863,780	\$46,170	\$779,088	\$3,913,881	\$5,454,656	72%
2032	\$3,913,881	\$920,790	\$47,264	\$855,486	\$4,026,448	\$5,876,808	69%
2033	\$4,026,448	\$981,562	\$40,119	\$1,521,771	\$3,526,359	\$5,667,276	62%
2034	\$3,526,359	\$1,046,345	\$43,482	\$803,746	\$3,812,440	\$6,241,597	61%
2035	\$3,812,440	\$1,115,404	\$41,101	\$1,296,661	\$3,672,285	\$6,374,424	58%
2036	\$3,672,285	\$1,189,021	\$44,439	\$944,445	\$3,961,300	\$6,928,137	57%
2037	\$3,961,300	\$1,267,496	\$46,671	\$1,105,038	\$4,170,429	\$7,388,220	56%
2038	\$4,170,429	\$1,351,151	\$47,392	\$1,299,328	\$4,269,644	\$7,717,929	55%
2039	\$4,269,644	\$1,440,327	\$51,237	\$1,156,267	\$4,604,940	\$8,265,026	56%
2040	\$4,604,940	\$1,535,388	\$55,244	\$1,240,092	\$4,955,480	\$8,804,411	56%
2041	\$4,955,480	\$1,636,724	\$58,054	\$1,430,061	\$5,220,196	\$9,227,744	57%
2042	\$5,220,196	\$1,744,747	\$63,254	\$1,361,390	\$5,666,807	\$9,801,765	58%
2043	\$5,666,807	\$1,859,901	\$71,161	\$1,278,525	\$6,319,344	\$10,549,698	60%
2044	\$6,319,344	\$1,982,654	\$77,809	\$1,497,770	\$6,882,038	\$11,166,950	62%
2045	\$6,882,038	\$2,113,509	\$68,336	\$2,817,674	\$6,246,210	\$10,508,365	59%
2046	\$6,246,210	\$2,253,001	\$76,009	\$1,680,777	\$6,894,443	\$11,078,814	62%
2047	\$6,894,443	\$2,401,699	\$87,626	\$1,541,826	\$7,841,942	\$11,892,515	66%
2048	\$7,841,942	\$2,560,211	\$71,163	\$3,773,707	\$6,699,609	\$10,401,727	64%
2049	\$6,699,609	\$2,729,185	\$84,268	\$1,743,871	\$7,769,192	\$11,040,664	70%
2050	\$7,769,192	\$2,909,311	\$100,335	\$1,713,011	\$9,065,827	\$11,818,712	77%
2051	\$9,065,827	\$3,101,326	\$119,109	\$1,715,395	\$10,570,867	\$12,710,121	83%
2052	\$10,570,867	\$3,306,014	\$138,413	\$1,892,872	\$12,122,422	\$13,540,717	90%
2053	\$12,122,422	\$3,524,210	\$153,996	\$2,397,039	\$13,403,589	\$13,971,834	96%
2054	\$13,403,589	\$3,756,808	\$180,434	\$1,838,293	\$15,502,538	\$15,096,588	103%

NOTE: In some cases, the projected Ending Balance may exceed the Fully Funded Ending Balance in years following high Expenditures. This is a result of the provision for contingency in this analysis, which in these projections is never expended. The contingency is continually adjusted according to need and any excess is redistributed among all components included.

Note: The financial representations set forth in this summary are based on the best estimates of the preparer at this time. The estimates are subject to change. At the time this summary was prepared, the assumed long-term before-tax interest rate earned on the reserve funds was 1.35 percent per year, and the assumed long-term inflation rate to be applied to major component repair and replacement costs was 4 percent per year.

The reserve study provider has relied on information, opinions, reports and statements presented to it by vendors, contractors, previous reserve studies, CPAs and/or other professionals in preparing the reserve study and relying upon this information, financial data and reports pursuant to Corporations Code 7231 in providing the association membership and/or prospective purchasers the information contained in this Assessment and Reserve Funding Disclosure Summary. The information contained within the reserve study includes estimates of replacement value and life expectancies of the components and includes assumptions regarding future events based on information supplied to the reserve study provider by the client. Many assumptions inevitably will not materialize and unanticipated events and circumstances may occur subsequent to this disclosure summary. Therefore, the actual replacement cost and remaining life may vary from the reserve study and the variation may be significant. Additionally, inflation and other economic events may impact the reserve study, particularly over a thirty year period of time which could impact the accuracy of the reserve study and the funds available to meet the association's obligation for repair and/or replacement of major components during the next thirty years. Furthermore, the occurrence of vandalism, severe weather conditions, earthquakes, floods or other acts of God cannot be accounted for and are excluded when assessing life expectancy of the components. The reserve study only includes items that the association has a clear and express responsibility to maintain, pursuant to the association's CC&Rs. The reserve study is only accurate for the one year of the current fiscal year. We recommend updating the reserve study annually for the most accurate analysis of your reserves.

# Community of Harbor Bay Isle Master Association

## Membership Disclosure Summary

Sorted by Category

<b>Major Reserve Components</b>	<b>Current Cost</b>	<b>Assigned Reserves</b>	<b>Remaining Life Range</b>	<b>Useful Life Range</b>
010 Asphalt/Concrete	\$586,817	\$586,817	0-10	1-26
040 Fencing/Walls	\$163,066	\$163,066	0-3	1-10
050 Lighting	\$580,280	\$406,644	0-20	18-35
070 Community Building Exteriors	\$572,788	\$527,073	0-18	3-43
075 Community Center Interiors	\$680,905	\$363,480	0-32	2-36
080 Bridges/Docks/Boat Ramps	\$3,299,628	\$1,452,204	0-33	1-80
085 Lagoon	\$290,500	\$290,500	0-3	1-8
087 Arbors/Bus Shelters	\$158,900	\$123,367	0-13	5-30
090 Other	\$47,050	\$27,807	0-18	2-25
095 Sewer Lines	\$160,000	\$8,000	19	20
100 Landscaping	\$339,410	\$330,654	0-13	1-20
Contingency	n.a.	\$0	n.a.	n.a.
<b>Total</b>	<b>\$6,879,345</b>	<b>\$4,279,611</b>	<b>0-33</b>	<b>1-80</b>

**COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION**  
**INSURANCE COVERAGE SCHEDULE**

<u>TYPE</u>	<u>Premium</u>	<u>EXPOSURE &amp; PROPERTY COVERAGE</u>	<u>LIMIT OF INSURANCE (\$)</u>	<u>DESCRIPTION OF COVERAGE</u>
<b>PROPERTY</b>				
CHUBB 12/16/23 TO 12/16/24	\$10,034	BUILDING (INCLUDING PROPERTY IN OPEN) PERSONAL PROPERTY BUSINESS INCOME VALUABLE PAPERS MAINTENANCE EQUIPMENT EDP COVERAGE	\$4,795,913 \$239,606 \$149,753 \$75,000 \$100,000 \$120,000	SPECIAL FORM, REPLACEMENT COST EXCLUDING EARTHQUAKE & FLOOD. DEDUCTIBLE - \$5,000 PARTIES AT INTEREST: CITY OF ALAMEDA
<b>LIABILITY</b>				
CIP462901 SCOTTSDALE 3/1/24 TO 3/1/25	\$35,228.93	COMMERCIAL GENERAL LIABILITY EACH OCCURRENCE AGGREGATE PRODUCTS-COMPLETED OPERATIONS PERSONAL & ADVERTISING INJURY FIRE LEGAL MEDICAL PAYMENTS	\$1,000,000 \$2,000,000 \$1,000,000 \$1,000,000 \$100,000 \$1,000	DEDUCTIBLE: \$1,000 PER CLAIMANT.
<b>UMBRELLA</b>				
CSX00100899P00 EVANSTON INS CO. 3/1/24 TO 3/1/25	26,398.18	UMBRELLA EACH OCCURRENCE AGGREGATE	\$4,000,000 \$4,000,000	RETAINED LIMIT: \$10,000.
<b>D&amp;O &amp; EPLI LIABILITY</b>				
#02505353758 CNA 3/1/24 TO 3/1/25	\$18,298	PROFESSIONAL LIABILITY AGGREGATE	\$3,000,000	RETAINED LIMIT: \$10,000.
<b>CRIME</b>				
#02505959992 CNA 6/1/24 TO 6/1/25	\$4,184	COMPREHENSIVE EMPLOYEE DISHONESTY FORGERY OR ALTERATION THEFT, DISAPPEARANCE & DESTRUCTION COMPUTER FRAUD/WIRE TRANSFER	\$5,000,000 \$25,000 \$25,000 \$5,000,000	DEDUCTIBLE: \$50,000 DEDUCTIBLE: \$250 DEDUCTIBLE: \$0 DEDUCTIBLE: \$50,000

**CRIME -excess bond**

#107617629	COMPREHENSIVE	\$1,000,000	DEDUCTIBL	\$5,000
Travelers	EMPLOYEE DISHONESTY	\$1,000,000	DEDUCTIBL	\$5,000
06/01/2024 TO 6/1/27	Employee theft	not covered	DEDUCTIBLE: \$0	
PREMIUM:	forgery	not covered	DEDUCTIBLE	
	Computer crime			

**VEHICLES**

BAZ 3018925468	BODILY INJURY & PROPERTY DAMAGE	\$1,000,000	DEDUCTIBLE: \$500	
Nationwide	UNINSURED/UNDERINSURED DAMAGE	\$1,000,000	DEDUCTIBLE: \$500	
08/16/24 TO 8/16/25	MEDICAL PAYMENTS	\$5,000	DEDUCTIBLE: \$500	
PREMIUM:	COMPREHENSIVE			
	COLLISION			
	NON-OWNED AUTO LIABILITY			
	Hired Auto Liability			

**EARTHQUAKE**

MKLV5PR000645	EARTHQUAKE & EARTHQUAKE SPRINKLER	\$6,384,940 TIV	DEDUCTIBLES: EQ & EQSL - 25% OF TIV;	
	BUILDING COVERING:			
	TIV	\$5,103,986	ALL OTHER PERILS - \$25,000.	
	OFFICE CONTENTS & EQUIPMENT- BPP	\$5,744,463		
	BUSINESS INTERRUPTION/EXTRA EXPENSE	\$478,744		
		\$161,733		
PREMIUM:				

**WORKERS COMPENSATION**

EIG2152865	STATUTORY COVERAGE	\$6,384,940 TIV	DEDUCTIBLES: EQ & EQSL - 25% OF TIV;	
EMPLOYERS ASSURANCE	BODILY INJURY BY ACCIDENT EACH ACCIDENT	\$1,000,000	ALL OTHER PERILS - \$25,000.	
11/16/24 to 11/16/25	BODILY INJURY BY DISEASE POLICY LIMIT	\$1,000,000		
PREMIUM:	BODILY INJURY BY DISEASE EACH EMPLOYEE	\$1,000,000		

THIS SUMMARY OF THE ASSOCIATION'S POLICIES OF INSURANCE PROVIDES ONLY CERTAIN INFORMATION, AS REQUIRED BY SUBDIVISION (E) OF SECTION 1365 OF THE CIVIL CODE, AND SHOULD NOT BE CONSIDERED A SUBSTITUTE FOR THE COMPLETE POLICY TERMS AND CONDITIONS CONTAINED IN THE ACTUAL POLICIES OF INSURANCE. ANY ASSOCIATION MEMBER MAY, UPON REQUEST AND PROVISION OF REASONABLE NOTICE, REVIEW THE ASSOCIATION'S INSURANCE POLICIES AND, UPON REQUEST AND PAYMENT OF REASONABLE DUPLICATION CHARGES, OBTAIN COPIES OF THOSE POLICIES. ALTHOUGH THE ASSOCIATION MAINTAINS THE POLICIES OF INSURANCESPECIFIED IN THIS SUMMARY, THE ASSOCIATION'S POLICIES OF INSURANCE MAY NOT COVER YOUR PROPERTY, INCLUDING PERSONAL PROPERTY OR, REAL PROPERTY IMPROVEMENTS TO OR AROUND YOUR DWELLING, OR PERSONAL INJURIES OR OTHER LOSSES THAT OCCUR WITHIN OR AROUND YOUR DWELLING. EVEN IF A LOSS IS COVERED, YOU MAY NEVERTHELESS BE RESPONSIBLE FOR PAYING ALL OR A PORTION OF ANY DEDUCTIBLE THAT APPLIES. ASSOCIATION MEMBERS SHOULD CONSULT WITH THEIR INDIVIDUAL INSURANCE BROKER OR AGENT FOR APPROPRIATE ADDITIONAL COVERAGE.

# **MEMBER RIGHTS**

## **MINUTES, BOOKS AND RECORDS**

### **MINUTES**

Civil Code §4950(b)

Minutes of all open meetings of the Board are available to members within 30 days of the meeting. The minutes, proposed minutes or summary minutes may be obtained through the Community Office by contacting your Association Manager. In addition, the minutes, proposed minutes or summary will be distributed to any member of the association upon request and upon reimbursement of the association's costs for making that distribution.

### **BOOKS AND RECORDS**

Civil Codes §4950(b)

Corporation Codes §8330 & §8333 & §8311

The accounting books and records and minutes of proceedings of the members and the Board and committees of the Board shall be open to inspection upon the written demand on the corporation of any member at a reasonable time, for a purpose reasonably related to such person's interests as a member. The association may bill the requesting member for the direct and actual cost of copying requested documents. The association must inform the member of the amount of the copying costs before copying the requested documents.

## **RIGHT TO SUBMIT SECONDARY ADDRESS FOR COLLECTION NOTICES**

### **SECONDARY ADDRESS FOR COLLECTION NOTICES**

Civil Code §4040(b)

Upon receipt of a written request by an owner identifying a secondary address for purposes of collection notices, the association shall send additional copies of any notices required by this section to the secondary address provided. The association shall notify owners of their right to submit secondary addresses to the association, at the time the association issues the pro forma operating budget pursuant to Section 1365. The owner's request shall be in writing and shall be mailed to the association in a manner that shall indicate the association has received it. The owner may identify or change a secondary address at any time, provided that, if a secondary address is identified or changed during the collection process, the association shall only be required to send notices to the indicated secondary address from the point the association receives the request.

You can submit a secondary address request on the Member Information form included in this packet and available through the Community office.

**COMMUNITY OF HARBOR BAY ISLE OWNERS' ASSOCIATION**  
**DISPUTE RESOLUTION POLICIES**

Adopted on December 6, 2023

The enclosed Dispute Resolution Policies apply, respectively, to the Community of Harbor Bay Isle Owners Association ("Association") and its policies for informal meetings pursuant to Civil Code §5900, et. seq. ("IDR Policy"), and alternative dispute resolution proceedings pursuant to Civil Code §5925, et. seq. ("ADR Policy").

**A. Internal Dispute Resolution "IDR" Policy** – In a dispute between the Association and an Owner involving their rights, duties or liabilities under the Davis-Stirling Act, Corporations Code or the Association's governing documents, the Association or any Owner can elect to use the following IDR procedure. Owners will not be charged a fee to participate in the process. Each party is responsible for their own costs and expenses associated with the IDR. The following is the Association's IDR process:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request must be in writing and specify all disputes the requesting party has with the other party at that time to be efficient and respectful of the parties time and efforts to resolve disputes that may arise ("IDR Request"). To the extent the requesting party wishes to propose resolutions to resolve their dispute(s), they are encouraged (but not required) to include such resolutions in their IDR Request.

2. An Owner may refuse an IDR request. The Association may not refuse an IDR Request.

3. The Board will designate at least one, and potentially more, directors to meet and confer with the owner requesting IDR. The Board may request legal counsel to attend the IDR, and if it elects to have its legal counsel attend the IDR, it will provide the Owner with prior notice of same. An Owner can bring legal counsel or one other advocate to attend the IDR in order to assist the Owner in stating their positions, at their own cost, and in accordance with the prior notice outlined in Section 5 below.

4. The parties must meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute. The Association will endeavor to schedule an IDR within 30-days of the Association's receipt of an IDR Request.

5. The parties may be assisted by an attorney or another person at their own cost when conferring. An Owner intending to bring an attorney or another person to an IDR must inform the Association at least ten (10) days prior to the meeting. If an Owner brings an attorney or other person without the Association's prior knowledge, the IDR will be rescheduled to a later date so the Association can be properly represented at the meeting.

6. If the parties are able to resolve the dispute, the resolution agreed to by the parties must be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association. Unless at least a majority of the Board is present at the meeting, a written agreement reached under this section binds the parties and is judicially enforceable if it is signed by both parties and both of the following conditions are satisfied: (1) The agreement is not in

conflict with law or the governing documents of the Association and (2) The agreement is either consistent with the authority granted by the Board to its designee(s) or the agreement is ratified by the Board. Unless and until the resolution established at the IDR is approved or ratified by the Board, the parties are hereby informed that such resolution is not a legally binding or judicially enforceable agreement. Typically, if the parties reach terms at the IDR, the Association will send a follow-up letter to the Owner to confirm their understanding of and agreement with the terms reached at the IDR so that they can be provided to the full Board for its review and response.

7. With respect to a nuisance claim by an Owner(s), in the event the Board does not find the issue arises to the level of a nuisance, the Board encourages the complaining party(ies) to try and resolve the dispute amongst themselves. In the event the parties are unable to resolve their dispute, they may request, in writing, the Board facilitate an IDR between the parties per the above process, in which case the Board will send a letter inviting the relevant parties to attend the IDR. If a party refuses to attend, the Association will communicate this to the parties and will conclude the matter.

B. **Alternative Dispute Resolution “ADR” Policy** – It is the Association’s strong policy and preference that prior to the initiation of any legal disputes, with the exception of small claims matters and as otherwise permitted by law, that the Association and owners agree to submit their dispute to an alternative dispute resolution proceeding held in accordance with Civil Code §5925, et seq. To this end, for cost and time efficiency, the Association’s strong preference is for a non-binding mediation held with a third party neutral that has prior experience in handling mediations involving homeowners association issues.

## **§5925. Definitions**

As used in this article:

(a) “Alternative dispute resolution” means mediation, arbitration, conciliation, or other nonjudicial procedure that involves a neutral third party in the decision-making process. The form of alternative dispute resolution chosen pursuant to this article may be binding or nonbinding, with the voluntary consent of the parties.

(b) “Enforcement action” means a civil action or proceeding, other than a cross-complaint, for any of the following purposes:

(1) Enforcement of this act.

(2) Enforcement of the Nonprofit Mutual Benefit Corporation Law (Part 3 (commencing with Section 7110) of Division 2 of Title 1 of the Corporations Code).

(3) Enforcement of the governing documents.

## **§5930. Litigation Pre-Filing Requirements**

(a) An association or a member may not file an enforcement action in the superior court unless the parties have endeavored to submit their dispute to alternative dispute resolution pursuant to this article.

(b) This section applies only to an enforcement action that is solely for declaratory, injunctive, or writ relief, or for that relief in conjunction with a claim for monetary damages not in excess of the jurisdictional limits stated in Sections 116.220 and 116.221 of the Code of Civil Procedure.

(c) This section does not apply to a small claims action.

(d) Except as otherwise provided by law, this section does not apply to an assessment dispute.

### **§5935. Initiating the Process; Request for Resolution**

(a) Any party to a dispute may initiate the process required by Section 5930 by serving on all other parties to the dispute a Request for Resolution. The Request for Resolution shall include all of the following:

(1) A brief description of the dispute between the parties.

(2) A request for alternative dispute resolution.

(3) A notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt or the request will be deemed rejected.

(4) If the party on whom the request is served is the member, a copy of this article.

(b) Service of the Request for Resolution shall be by personal delivery, first-class mail, express mail, facsimile transmission, or other means reasonably calculated to provide the party on whom the request is served actual notice of the request.

(c) A party on whom a Request for Resolution is served has 30 days following service to accept or reject the request. If a party does not accept the request within that period, the request is deemed rejected by the party.

### **§5940. Completing the Process; Costs**

(a) If the party on whom a Request for Resolution is served accepts the request, the parties shall complete the alternative dispute resolution within 90 days after the party initiating the request receives the acceptance, unless this period is extended by written stipulation signed by both parties.

(b) Chapter 2 (commencing with Section 1115) of Division 9 of the Evidence Code applies to any form of alternative dispute resolution initiated by a Request for Resolution under this article, other than arbitration.

(c) The costs of the alternative dispute resolution shall be borne by the parties.

### **§5945. Statutes of Limitation**

If a Request for Resolution is served before the end of the applicable time limitation for commencing an enforcement action, the time limitation is tolled during the following periods:

(a) The period provided in Section 5935 for response to a Request for Resolution.

(b) If the Request for Resolution is accepted, the period provided by Section 5940 for completion of alternative dispute resolution, including any extension of time stipulated to by the parties pursuant to Section 5940.

### **§5950. Certificate; Commencement of Action**

(a) At the time of commencement of an enforcement action, the party commencing the action shall file with the initial pleading a certificate stating that one or more of the following conditions are satisfied:

- (1) Alternative dispute resolution has been completed in compliance with this article.
- (2) One of the other parties to the dispute did not accept the terms offered for alternative dispute resolution.
- (3) Preliminary or temporary injunctive relief is necessary.

(b) Failure to file a certificate pursuant to subdivision (a) is grounds for a demurrer or a motion to strike unless the court finds that dismissal of the action for failure to comply with this article would result in substantial prejudice to one of the parties.

### **§5955. Post-Filing Reference**

(a) After an enforcement action is commenced, on written stipulation of the parties, the matter may be referred to alternative dispute resolution. The referred action is stayed. During the stay, the action is not subject to the rules implementing subdivision (c) of Section 68603 of the Government Code.

(b) The costs of the alternative dispute resolution shall be borne by the parties.

### **§5960. Refusal to Participate in Pre-Filing Alternative Dispute Resolution**

In an enforcement action in which attorney's fees and costs may be awarded, the court, in determining the amount of the award, may consider whether a party's refusal to participate in alternative dispute resolution before commencement of the action was reasonable.

### **§5965. Annual Disclosure**

(a) An association shall annually provide its members a summary of the provisions of this article that specifically references this article. The summary shall include the following language:

"Failure of a member of the association to comply with the alternative dispute resolution requirements of Section 5930 of the Civil Code may result in the loss of the member's right to sue the association or another member of the association regarding enforcement of the governing documents or the applicable law."

(b) The summary shall be included in the annual policy statement prepared pursuant to Section 5310.

Adopted November 17, 2005

## DELINQUENT ASSESSMENT COLLECTION POLICY

1. It is the fiduciary responsibility of the Board of Directors to collect all assessments for the maintenance and replacement of common area property and other Association expenses in a timely fashion. The Association is entitled to recover assessments, reasonable collection costs, reasonable attorney's fees, late charges and interest. The Association will not use nonjudicial foreclosure to collect fines or penalties but other remedies are available to collect these and any sums not suitable for collection by nonjudicial foreclosure. The Association shall comply with requirements of §5740 of the Civil Code when collecting delinquent assessments. If an error is made that requires termination of any collection proceeding or beginning a collection process over, the Association shall bear the costs; otherwise, the owner is responsible for all costs as identified above. (Note: Civil Code §5740 applies to the collection of liens recorded before January 1, 2003, and §5740 applies to liens recorded on or after that date.)
2. The Association will, in good faith, send each member a monthly billing statement. However, it is the owner's responsibility to pay each assessment in full each month regardless of whether a statement is received.
3. Assessments are due on the first (1<sup>st</sup>) day of each month and are delinquent at 5:00 p.m. on the fifteenth (15<sup>th</sup>) day of the month, regardless of what day of the week the fifteenth (15<sup>th</sup>) day falls. If an assessment is delinquent a late charge of ten dollars (\$10.00) or ten percent (10%) of the assessment (or special assessment), whichever is greater, will be charged on the sixteenth (16<sup>th</sup>) day. All balances due as of 5:00 p.m. on the thirtieth (30<sup>th</sup>) day of the month will be subject to interest of ten percent (10%) per annum. All such amounts must be paid in full and the Association shall not be required to accept partial payments unless there is a mutually accepted payment agreement.
4. **IMPORTANT NOTICE: IF YOUR SEPARATE INTEREST IS PLACED IN FORECLOSURE BECAUSE YOU ARE BEHIND IN YOUR ASSESSMENTS, IT MAY BE SOLD WITHOUT COURT ACTION.**

5. On or about the forty-sixth (46<sup>th</sup>) day after a payment is due, a 30-day Pre-Lien Notice will be prepared and sent, by certified mail, to the delinquent record owner(s) at the last mailing address provided to the Association. If the delinquent record owner(s) has provided a written notice of a secondary address, all notices shall be sent to that address also. Such notice will include an itemized statement of the total amounts delinquent, including but not limited to, assessments, the fees and reasonable costs of collection, reasonable attorney's fees, late charges, and interest. Also, a notice that the owner is entitled to ask to meet with the Board or Board representative(s) pursuant to the Association's Internal Dispute Resolution (meet and confer program) will be included.
6. The decision to record a lien shall be made only by the Board of Directors, approved by a majority vote in an open meeting. The Board shall record the vote in the minutes of that meeting referring to the property by parcel number, and not name of the owner. Likewise, the decision to file in Small Claims Court shall be made by the Board and not the Association's Agent.
7. On or about the thirtieth (30<sup>th</sup>) day after the Pre-Lien Notice is sent the Association may record a lien on the property to secure the debt; however, there are limitations that may preclude foreclosure of the lien at this time (see paragraph 8).
8. If all sums secured by the lien are not paid in full within thirty (30) days after recordation, and the amount of delinquent regular or special assessments reaches one thousand eight hundred dollars (\$1,800.00), not including any accelerated assessments, collection costs, attorney's fees, late charges, or interest, or has been delinquent more than twelve (12) months, the Board may make the decision to foreclose the lien. All resulting collection fees and costs will be added to the total delinquent amount. At some point in time prior to initiating foreclosure, the Board shall offer the owner(s) and, if so requested by the owner(s), shall participate in dispute resolution pursuant to the Association's Internal Dispute Resolution (meet and confer program) or Alternative Dispute Resolution with a neutral third party. The decision to pursue dispute resolution shall be the choice of the owner(s), except that binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.
9. The decision to initiate foreclosure shall be made only by the Board of Directors, by majority approval, and while the discussion may be held in executive session, the decision shall be recorded in the minutes of an open meeting in the same form as the decision to record a lien was made (by account number only). A Board vote to approve foreclosure of a lien must take place at least thirty (30) days prior to any public sale.

10. If the Board votes to foreclose, the Board shall provide notice of its decision by personal service to the owner(s) who occupies the separate interest or to the owner's legal representative. If the owner(s) does not occupy the separate interest, said notice will be sent by first-class mail to the most current address provided to the Association. In the absence of written notification by the owner(s) to the Association, the address of the owner's separate interest may be treated as the owner's mailing address. In addition, statutory procedures including recorded notices regarding foreclosure and sale will be accomplished.
11. A nonjudicial foreclosure by an Association shall be subject to the owner's right to redeem the property up to ninety (90) days after the sale.
12. All charges levied to the assessment account must be paid in full as a condition to curing and releasing a recorded lien and other documents of foreclosure. The Association is not required to accept any partial or installment payments, except with the execution of a mutually accepted payment agreement. Arrangements for such an agreement must be made with the Association's Agent assigned to the collection of the account or to the Board or Board representative(s), at a meeting arranged under the Association's Internal Dispute Resolution (meet and confer program).
13. When a payment is made, the owner may request a receipt and the Association will provide it. On the receipt, the Association shall indicate the date of payment and person who received it.
14. Each payment from an owner shall be applied first to the principal sum owed. Only after the assessments owed are paid in full shall the payments be applied to the fees and costs of collection, attorney's fees, late charges and interest, unless an alternate agreement is entered into between the Association and the owner(s).
15. An owner(s) may request the Association to consider a payment plan to satisfy a delinquent assessment. The Board will inform the owner(s) of the standards for payment plans, to the extent standards have been adopted by the Board. Certain timelines apply as follows: If an owner's request is mailed within fifteen (15) days of the date of the postmark of the notice of delinquency (lien), the Board will meet with the owner(s) in executive session within forty-five (45) days of the postmark of that request. However, if there is no regularly scheduled Board meeting during that period, the Board may designate a committee of one or more members to meet with the owner(s). Payment plans may incorporate any assessments that accrue during the payment plan period; however, they shall not impede an Association's ability to record a lien to secure payment of delinquent assessments. Additional late fees shall not accrue during the payment plan period if the owner(s) is in compliance with the terms of the payment plan. In the event of a default on any payment plan, the Association may resume its efforts to collect the delinquent assessments from the time prior to entering into the payment plan.

16. Any check returned by the bank for insufficient funds, stop payment or any other reasons will be charged back to the unit and a fifteen dollar (\$15.00) administrative fee plus any bank fees will be assessed to the account. If the account has been turned over to the Association's Agent for collection and a check is returned, the account will be assessed whatever administrative fees as the Agent provides.
17. Payments of assessments may be mailed to P.O. Box 66908, Phoenix, AZ 85082-6908.
18. An owner of the separate interest has the right to inspect the Association's financial books and records to verify the delinquency, per laws related to inspection of HOA records.
19. Except where prohibited by law, the Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so. To the extent there are any general discretionary changes (rather than compliance related to the law or governing documents); the Board shall circulate the policy to owners at least thirty (30) days before the meeting at which the revisions will be considered.

**Common Interest Development (CID) Certifications  
per California Business & Professions Code §11502 & §11504**

**California CID Certified Association Managers**

Dawn Jaeger              Executive Director

- Masters of Public Administration, University of Colorado-Denver, 12/12/2009
- Certified Community Association Manager, CACM, Issued 5/25/17, current
- Certified Manager of Community Associations, CAMICB, Issued 10/10/17, current
- Association Management Specialist, CAI, Issued 8/15/18, current
- Security Guard #G6353008, BSIS, Issued 12/31/19, current
- Certified Professional (2023), HR Law Specialty Credential (2024), SHRM, current

Elyce Philcox              Association Manager

- Certified Community Association Manager, CACM, Issued 10/8/14, current
- Certified Manager of Community Associations, CAMICB, Issued 10/10/17, current
- Portfolio Manager Specialist, CACM, Issued 4/17/20, current

Andrea Godoy              Association Manager

- Certified Community Association Manager, CACM, Issued 8/24/22, current

Samantha Soogian      Association Manager

- Certified Community Association Manager, CACM, Issued 5/30/24, current

**California CID Non-Certified Association Managers**

Nicelle delos Reyes      Association Manager

- Bachelor of Arts in Sociology, San Francisco State University, 2019

**Certifying Affiliates**

California Association of Community Managers, Inc. (CACM)

23461 South Pointe Drive, Suite 200, Laguna Hills, CA 92653

(949) 916-2226

Community Associations Institute- Bay Area and Central California Chapter (CAI)

2440 Camino Ramon, Suite 273, San Ramon, CA 94583-4326              (925) 355-1980

Community Association Managers International Certification Board (CAMICB)

6402 Arlington Blvd., Suite 510, Falls Church, VA 22042              (703) 970-9300

Department of Consumer Affairs Bureau of Security & Investigative Services

2420 Del Paso Road, #270, Sacramento, CA 95834              (916) 322-4000

Society of Human Resource Management (SHRM)

1800 Duke Street, Ste. 100, Alexandria, VA 22314              (800)283-7476

**Fee Schedule for Community of Harbor Bay Isle Owners' Association**

	Costs
1. Escrow Disclosure	\$50.00
2. Association Certification	\$50.00
3. Statement of Account Condition	\$50.00
4. Complete Seller's Disclosure Package (Both Associations) In addition to #6a-h, the complete package includes Escrow Disclosure Form (provided by realtor), Insurance Information Sheet, and Minutes for 1 Year.	
Articles of Incorporation	\$10.00
By-Laws	\$20.00
Covenants Conditions & Restrictions	\$80.00
Budget & Reserve Schedule	\$10.00
Annual Financial Review/Audit	\$10.00
Rules and Regulations	\$30.00
Minutes	\$40.00
6. Individual Documents (One Association)	
a) Articles of Incorporation	\$5.00
b) By-Laws	\$20.00
c) Covenants Conditions & Restrictions	\$40.00
d) Budget & Reserve Schedule	\$5.00
e) Annual Financial Review/Audit	\$5.00
f) Minutes (one month)	\$5.00
g) House Rules	\$15.00
h) Architectural Guidelines	\$20.00
7. Administrative Supplementary Services	
a) Color Printing	\$ 1.85
b) Copy costs	\$ 0.30
c) Labels	\$ 0.15
d) #10 Envelopes	\$ 0.15
e) #9 Return Envelopes	\$ 0.10
f) 10x13 Self-seal Envelopes	\$ 0.51
g) Handling – in-house	*incorporate staff time
h) Handling – outside service	At cost
i) Postage	At cost
8. Staff Billing Rates	
a) Executive Director/Consultant	\$ 175.00
b) Department Manager/Consultant	\$ 150.00
c) Association Manager	\$ 125.00
d) Certified Arborist	at cost
e) Technical Staff (Accounting, Computer, Administrative)	\$ 125.00
f) Maintenance Worker (for homeowner requests)	\$ 100.00
f) Maintenance Worker (for commercial requests)	\$ 100.00
g) Security Officer	\$ 100.00
h) Clerical Staff	\$ 75.00
9. Recording Fees	At cost

**Community Center Fee Schedule -2025**

The meeting room is only open for non-business activities and rental on weekends.

<b>HOMEOWNER (FLAT RATE)</b>	
Meeting room with kitchen	\$650.00

<b>COMMERCIAL (FLAT RATE)</b>	
Meeting room with kitchen	\$1,000.00

<b>NON-PROFIT RATES (FLAT RATE)</b>	
<b>*CHBIOA reserves the right to waive fees</b>	
Meeting room with kitchen	\$250.00

**Civil Code §4515 Room Rates at cost**

<b>DEPOSIT FOR ROOM RENTAL</b>
\$1,000.00 (REFUNDABLE)

**COVID Related Additional Costs (Required if people get COVID from event)**

- Post Event COVID Sanitizing Service – At Cost
- Post Event Cleaning Fee – At Cost

# COMMUNITY OF HARBOR BAY ISLE OWNERS' ASSOCIATION

## 2025 Meeting Schedule

Below is the proposed meeting schedule for 2025, which includes the Board of Directors meetings and the Annual Membership Meeting. If revisions are necessary, they will be announced. Owners are welcome and encouraged to attend the Association meetings.

Per Civil Code § 4045, General Notice can be found on the [www.harborbay.org](http://www.harborbay.org) website or at the bulletin board at the Community Center, 3195 Mecartney Road, Alameda.

The Board of Directors meetings are normally held on the fourth Wednesday of every month at 6:45 p.m. No meeting is scheduled in November typically; our December meeting is usually scheduled for the beginning of December instead of the end of the month. All meeting dates are subject to change.

The 2025 meeting schedule will be as follows:

January 22  
February 26  
March 26  
April 23  
May 28  
June 25  
July 23  
August 27  
September 24  
October 22  
December TBD

The Annual Meeting of Electors will be held:

Tuesday, March 11, 2025 at 5:00 p.m.



**Regional Private Sewer  
Lateral Program**

## Compliance Certificate for Private Sewer Lateral

Parcel Address: **3191 MECARTNEY RD, ALAMEDA**

Certificate Number: **101651**

Parcel Number: **074-1045-016-00**

Issue Date: **02/05/2024**

Expiration Date: **02/05/2044**

Type: **Compliance: renew - lateral  
passed as-is**

### Special Instructions:

Retain this PSL certificate for your records. This certificate must be renewed upon expiration.

This certificate was issued solely on the basis of the performance of the tested sewer lateral in a verification test performed in the presence of EBMUD personnel. The verification test is designed for the sole purpose of determining whether the tested portion of a sewer lateral is free from leaks at the time the test is performed. By issuing this certificate, EBMUD warrants only that the tested portion of the sewer lateral passed a verification test on the date of the inspection. EBMUD makes no warranty, representation, or guarantee as to the sewer laterals existing or future condition or its compliance with the legal standards of any other jurisdiction, including building or construction standards without limitation. EBMUD expressly disclaims any and all warranties, both express and implied, as to the sewer laterals condition or compliance with legal standards and shall bear no liability in connection therewith.



**Regional Private Sewer  
Lateral Program**

## Compliance Certificate for Private Sewer Lateral

Parcel Address: **3195 MECARTNEY RD, ALAMEDA**

Certificate Number: **101652**

Parcel Number: **074-1045-018-03**

Issue Date: **02/05/2024**

Expiration Date: **02/05/2044**

Type: **Compliance: renew - lateral  
passed as-is**

### Special Instructions:

Retain this PSL certificate for your records. This certificate must be renewed upon expiration.

This certificate was issued solely on the basis of the performance of the tested sewer lateral in a verification test performed in the presence of EBMUD personnel. The verification test is designed for the sole purpose of determining whether the tested portion of a sewer lateral is free from leaks at the time the test is performed. By issuing this certificate, EBMUD warrants only that the tested portion of the sewer lateral passed a verification test on the date of the inspection. EBMUD makes no warranty, representation, or guarantee as to the sewer laterals existing or future condition or its compliance with the legal standards of any other jurisdiction, including building or construction standards without limitation. EBMUD expressly disclaims any and all warranties, both express and implied, as to the sewer laterals condition or compliance with legal standards and shall bear no liability in connection therewith.



**Regional Private Sewer  
Lateral Program**

## Compliance Certificate for Private Sewer Lateral

Parcel Address: **3193 MECARTNEY RD, ALAMEDA**

Certificate Number: **101653**

Parcel Number: **074-1045-019-00**

Issue Date: **02/05/2024**

Expiration Date: **02/05/2044**

Type: **Compliance: renew - lateral  
passed as-is**

### Special Instructions:

Retain this PSL certificate for your records. This certificate must be renewed upon expiration.

This certificate was issued solely on the basis of the performance of the tested sewer lateral in a verification test performed in the presence of EBMUD personnel. The verification test is designed for the sole purpose of determining whether the tested portion of a sewer lateral is free from leaks at the time the test is performed. By issuing this certificate, EBMUD warrants only that the tested portion of the sewer lateral passed a verification test on the date of the inspection. EBMUD makes no warranty, representation, or guarantee as to the sewer laterals existing or future condition or its compliance with the legal standards of any other jurisdiction, including building or construction standards without limitation. EBMUD expressly disclaims any and all warranties, both express and implied, as to the sewer laterals condition or compliance with legal standards and shall bear no liability in connection therewith.

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

## **AUTOMATED LICENSE PLATE RECOGNITION (ALPR) CAMERA POLICY**

**ADOPTED NOV. 20, 2024**

**DISCLAIMER:** The Community does not and cannot guarantee the safety of the members, residents, their guests, and invitees. All individuals within the Community are encouraged to take reasonable steps to protect their person and property and to use common sense in connection with same. Measures like locking your doors and vehicles, securing windows, storing personal belongings out of view, and being aware of your surroundings will all help to better secure your possessions and property. If anyone sees suspicious persons or activity within the Community, please immediately contact the local police department to report said concerns. If you also want to advise the Community of security concerns, please contact the Security Patrol Department at 510-865-0417.

### **COMMON AREA ALPR CAMERA POLICY**

This policy covers the installation of automated license plate recognition (ALPR) cameras by technology vendor Flock Safety, which capture and store digital images of license plates, and uses character recognition to identify and store plate characters. The system creates a searchable computerized database resulting from the mobile and fixed cameras in the Common Areas, where individuals do not have a reasonable expectation of privacy. The cameras will be on Community and Project Common Areas with locations available upon installation.

The ALPR system data includes license plate number as well the date, time and location when the image was collected.

1. The ALPR system does not guarantee that no crime will occur, and the Community is not responsible for criminal acts of others which may occur despite the installation of ALPR cameras at the Community of Harbor Bay Isle common interest development. Residents and their guests should always be aware of their surroundings and take all reasonable precautions to ensure their own personal safety and the safety of their property. The Community will have reasonable signage informing owners, residents, and guests that ALPR cameras are in use.
2. The purpose of the ALPR cameras is to identify vehicles entering and exiting the Community, to aid the Board's management and oversight over the community, to deter crime and criminal activity from within the Community, and to provide law enforcement with potential evidence of any alleged criminal activity that occurs within the Community.
3. ALPR operators will receive initial training from Flock Safety on the procedure and proper use of the system prior to being granted access to the ALPR system; each user will also receive annual refresher training from the assistant director or designee.
4. The Community shall be responsible for maintenance and repair of the ALPR system. If a resident or resident's guest is responsible for damage to any portion of the ALPR system,

the Community is entitled to seek reimbursement from the responsible owner for repair or replacement of the system pursuant to the procedure established in the CC&Rs.

5. The Community's management company will be the custodian and head administrator of the ALPR systems and its operation. The only individuals who have access and ability to query data in the system are: the Community's Executive Director; the Community's Director of Security; and Law Enforcement.
6. All logins and queries of the ALPR system will be stored and monitored including: username, date, time, purpose of query, license plate and other elements used to query the system. These data points will be stored, the Community will also run periodic audits to ensure access was made by authorized persons for legitimate purposes.
7. The ALPR system will collect the following information: license plate image captured; vehicle image captured; license plate number; license plate state; date; time; and location.
8. Flock Safety uses the following safeguards to protect the ALPR information from unauthorized access, use, destruction, modification or disclosure: administrative (username and password protected access to the ALPR system as well as monitoring and auditing the usage of the database); operational (training and proper use and secure practices when using ALPR and its database); technical (all information is encrypted in transit from camera to cloud storage and encrypted at rest in the cloud); and physical (secure storage of computers with access to database and secure off-site database). In the event of an information breach, all individuals who are believed to be affected or have their information compromised will be notified by the Community.
9. The ALPR system is automated, and the license plate images and details of collection are included in the system without review. Although infrequent, license plate translation may be incomplete or inaccurate. The Community will use reasonable efforts to ensure accuracy and correct license plate translation errors when identified. Users will also confirm the computer translation prior to taking any action based on ALPR results.
10. Flock Safety vendor will store the data (data hosting) and ensure proper maintenance and security of data stored in their data towers. Flock Safety will also be in charge of purging data at the end of the 30 days of storage.
11. Information gathered or collected, and records retained by the Community will not be sold, accessed or used for any purpose other than legitimate law enforcement or public safety purposes. Residents should be aware that the license plate recordings made by the ALPR cameras are not actively monitored. In the event that a crime is alleged to have occurred, applicable ALPR data shall be turned over to the police department or other law enforcement agency investigating or prosecuting the crime upon written request by that department or agency. Case numbers and supporting documentation shall be provided with the request. A recording may also be turned over to a person who issues a valid subpoena specifically requesting the recording. Recordings will not be turned over to owners, residents, or other persons without a valid subpoena.
12. The ALPR system will store license plates for no longer than 30 days.
13. Owners and residents shall have the right to register their license plate number and opt to be eliminated from captured footage. This way, police can easily separate residents from

non-residents and allow owners and residents with privacy concerns to opt out of the system altogether.

14. Owners and residents shall not be permitted to view or otherwise request to view any of the ALPR video recording footage unless pursuant to a subpoena or required by a valid court order.

***Adopted by the Board of Directors \_\_\_\_\_, 2024***

# Community of Harbor Bay Isle

## 2025 Events Calendar

### “Save These Dates”

#### **Personal Document Shredding, E-Waste Recycling & Salvation Army Donation Drive Drop-off Event**

May 17, 2025 from 9:00AM-12:00PM

Community Center Parking Lot, 3195 Mecartney Road, Alameda.

#### **Annual Community Parking Lot Sale and Salvation Army Donation Drive**

Saturday, August 9, 2025 from 9:00AM-1:00PM

Parking lot at the corner of Island Drive and Mecartney Road

Reservations for stalls will be taken beginning July 1, 2025-space is limited.

#### **The CHBIOA 50-ish Anniversary Celebration**

Saturday, August 23, 2025 from 11:00AM-4:00PM

Community Center and Parking Lot, 3195 Mecartney Road, and Leydecker Park

#### **Personal Document Shredding, E-Waste Recycling & Salvation Army Donation Drive Drop-off Event**

October 11, 2024 from 9:00AM-12:00PM

Community Center Parking Lot, 3195 Mecartney Road, Alameda.

Be sure to check your quarterly *Gulls Call* for information on all of these events or call the Community Offices at 510-865-3363.

*Summer 2025*

*The 50-ish Anniversary Celebration of Harbor Bay Isle*

*If you are interested in volunteering at the event or being part of the planning committee, please contact Jacqui Vasquez at [jvasquez@harborbay.org](mailto:jvasquez@harborbay.org).*



# Beat the Rush!

Submit your architectural applications now!



**Architectural applications are good for one year from the date of approval. The application process can take 2 – 4 weeks, so now is the perfect time to start planning that 2025 project!**

**Remember, any exterior changes or replacements require an application. If you get approval now you will be ready to go when that warm weather hits. In addition, if your project requires a City permit, the City process will be expedited with our letter of approval.**

## **GET THE APPLICATION!**

**Visit [www.harborbay.org/archapp](http://www.harborbay.org/archapp) to submit your application. Paint palettes, architectural rules, and more can also be found at [harborbay.org](http://harborbay.org).**



**Contact us!**

[architecture@harborbay.org](mailto:architecture@harborbay.org)

# CHBIOA has gone GREEN

**The Community of Harbor Bay Isle Owners' Association's email distribution of HOA Documents is now underway! Over 1,600 Harbor Bay Residents receive their Annual Financial Disclosures via email!**



## WON'T YOU JOIN US TOO?

Update your email address:

- Visit [harborbay.org](http://harborbay.org) and click 'Email Consent Form'.
- Send an email with your name, address, and phone number to [email@harborbay.org](mailto:email@harborbay.org).

What this means:

- By registering your email, you will have access to the Community's Member's Only website, which will allow you to access your account. You will be able to check the status of work orders, violations, and architectural applications online.
- Email allows the Association to provide improved, efficient communication to all of our homeowners!
- Homeowners will have the option of receiving Master Community disclosure documents via email (instead of physical 'hard' copy via USPS mail).
- The Community will save over 180,000 pages of paper a year – equal to 22 trees per year and a savings of over \$4,000 in paper/printing costs.
- Documents will be in the Portable Document Format (.pdf) which can be saved to any computer system.
- Disclosure documents will be available to homeowners almost immediately upon completion – no delay due to mailing time.
- By utilizing email instead of snail mail, the Community will save over \$3,000/year in postage costs!
- Documents will also be available online, at [www.harborbay.org](http://www.harborbay.org), for review and downloading.
- Your privacy is of utmost concern. The Community will never sell or use your email for anything other than official CHBIOA business.

It is important that you update your email even if you know we already have it on file, since by responding to this request you are agreeing to receive disclosures by email.

# COMMUNITY OF HARBOR BAY ISLE OWNERS ASSOCIATION MEMBER INFORMATION UPDATE

Owner Name(s)

Email Address

Property Address

Billing Address – if different from property address

Phone – Home

Work

Cell

Emergency Contact Information – will be kept confidential and used only if necessary

Vehicle Make/Model

Color

License #

Vehicle Make/Model

Color

License #

Vehicle Make/Model

Color

License #

## Tenant Information

If you rent your property, please provide the following information about your tenants:

Name(s):

Phone – Home

Work

Cell

## Secondary Address

Civil Code §4040 gives members the right to request that any and all billing or collection notices be sent to a secondary address in addition to the owner's listed mailing address. If you wish to exercise this right, please check the box, provide the secondary address and sign this form.

Secondary Address Option – Please send billing and collection notices to:

Secondary Address

City

Zip

## Receive Information by Email Opt-In Option

By checking the box below, you agree to:

- Receive all notices, disclosures, and documents from CHBIOA and your Project Association electronically which includes email, fax, electronic message board, or network which the association has designated for those communications, together with a separate notice to you of the posting.
- The delivery by electronic means is complete at the time of transmission.
- To discontinue receipt of information via electronic means written notification sent to CHBIOA is required.

Opt-In Option – Please send me Annual Disclosure Documents by email.

## Information Sharing Opt-Out Option

Members have the right to request approval from the Board to inspect and copy the membership list for purposes reasonably related to the requestor's interest as a member. The list may include the members' names, property addresses, and mailing addresses. Individual owners have the option to choose not to share their name and address by notifying the association in writing that they prefer to be contacted by an alternate means. You can choose this option by checking the box below and signing this form.

Opt-Out Option – Please do not share my name and mailing address.

Owner Signature

Date

## **PREFERRED CONTACT METHOD FOR INDIVIDUAL DELIVERY**

As of January 1, 2023, California Civil Code §4041 requires associations to solicit from each member that member's contact information and preferred method(s) for receiving association communications via individual delivery ("4041 Solicitation"). Each member is entitled to request that communications be sent to the member at one or two specified mailing addresses, one or two specified email addresses, or at a specified mailing address and a specified email address.

If a member has not responded to the association's most recent 4041 Solicitation, individual delivery is achieved by sending the communication to the last address shown on the association's records for the member through the United States Postal Service.

If a member has never responded to a 4041 Solicitation or submitted their contact information to the association, individual delivery is achieved by sending the communication to the member's on-site property address.

I (Print Name and Property Address) \_\_\_\_\_

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prefer to receive individual delivery through:

Email: \_\_\_\_\_ (1<sup>st</sup>)

\_\_\_\_\_ (2<sup>nd</sup>)

US Postal Service: \_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

\* Next year we will have new software that will allow you to update this information on the website.

**Return form to: FrontOffice@HarborBay.Org**

**Front Office – Preferred Delivery  
Community of Harbor Bay Isle Owners' Association  
3195 Mecartney Road  
Alameda, Ca 94531**