



Freeport Homeowners' Association
3195 Mecartney Road • Alameda, CA 94502
(510) 865-3363 • Fax (510) 522-1436

FREEPORT HOMEOWNERS ASSOCIATION

RULES & REGULATIONS

Adopted: November 1996

All amendments included as of May 2023



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**FREEPORT HOMEOWNERS ASSOCIATION
RULES AND REGULATIONS**

CC&R Section 4.15 RULES: "The Board may promulgate rules concerning the use of the Common Area by the Owners and their guests. The Board shall have the right to limit the number of an Owner's guests that may use any recreational facilities. Neither an Owner nor its Invitees shall violate any provisions of this Declaration, the Bylaws or the Rules as the same may be amended from time to time."

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

ASSESSMENT DELINQUENCY CONTROL POLICY (Adopted November 10, 2005)

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 or §5650 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.

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 (1st) day of each month and are delinquent at 5:00 p.m. on the fifteenth (15th) day of the month, regardless of what day of the week the fifteenth (15th) 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 (16th) day. All balances due as of 5:00 p.m. on the thirtieth (30th) 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 (46th) 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 (30th) 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. The location for overnight payments of assessments is 3195 Mecartney Road, Alameda, CA 94502. Payments may also be made in the Association's office between 8:00 a.m. and 5:00 p.m. Monday through Friday. Payments may also be mailed to 3195 Mecartney Road, Alameda, CA 94502.

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.

BASKETBALL STANDARDS are permitted provided they comply with all of the conditions specified in the Community's document. Permanent basketball standards are not permitted.

BUILDING MATERIAL STORAGE Materials and service-related items are defined as anything required to perform the scope of work described in the application that the owners have submitted, and that the CAC and the PAC have approved. They include, but are not limited to: garbage dumpsters, soil, concrete, slate, marble, lumber, roof tile, building materials, supplies, equipment, tools, or other products associated with the approved project.

The plans for all projects that require delivery of building materials and/or items associated with services related to the project that are to be temporarily placed, stored, or otherwise accessed from an exterior location upon the owners' property, or any other location within the Freeport Community, within view of neighbors or from roads, sidewalks, the park, and/or lagoon walkways, must specify delivery dates for such materials and or service-related items.

Following timely approval of the owners' application by the CAC and the PAC, the owners will be limited to a total of Ninety (90) days from the delivery date(s) specified in the approved plans to complete the project and remove the materials and/or service-related items from the property.

Any unauthorized storage, or storage beyond the ninety-day period specified above, shall be deemed a violation of this Resolution. The fine for such violation shall not exceed Five Hundred Dollars (\$500) or the cost for the Association to remove the materials and service-related items stored past the approved storage date, whichever is less.

CLOTHES DRYING APPARATUS (EXTERIOR) are not permitted unless they are concealed so as not to be visible from any other property, public way or common area.

COMMON AREA USE

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

Curb Street Address Painting is not permitted unless approved by the Freeport Board of Directors. The Architectural Committee shall approve house-mounted street number replacements.

DOCK USE, PRIVATE

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

Small Boat Storage: Small, portable boats may be stored on the homeowner's property in an area that is not visible to neighboring homes. The Board of Directors shall determine the definition of a "small, portable boat." Boats must be maintained in a neat and attractive condition. Boat repairs may be performed on the owner's property, but the boat must be stored in an area not visible to neighboring homes between the hours of 5 P.M. and 8:00 A.M.

ENFORCEMENT PROCEDURES

Urgent Reports: To expedite the correction of urgent matters regarding unlawful conduct or health and safety issues, or an association, management, maintenance or subcontractor performance problem, residents should immediately call the Association Manager. After hours, Security must be called.

Resident CC&R Violation Reports: Residents may report non-compliance with the Association's CC&Rs by calling or writing to the Association Manager along with the address or location of the alleged violation. Some violations (i.e. alleged noise nuisance violations, parking violations, etc.) may require detailed, written, information from the accuser prior to the issuing of a 1st Violation Notice to the accused.

By law, the accused is entitled to know who their accuser is in the event that a hearing is scheduled.

Scope of Enforcement: Violations of the Association's governing documents, Rules & Regulations, and Architectural & Landscape Guidelines, will subject the violator to the CC&R Violation enforcement procedures contained in Article XIII.

1. First Step: When the Manager or Board receives information concerning a possible CC&R violation, an attempt will be made to resolve the matter by telephone or Courtesy Non-Violation Letter. If not corrected within a reasonable time;

2. Second & Third Steps: A First, then Second, Violation Notice will be sent to the owner (courtesy copy to the resident if the home is tenant occupied) requesting correction of the violation within a reasonable time. These Notices will include the details of the violation and the possible assessment of monetary fines or any other penalties.

3. Fourth Step: Failure to comply as requested in the Courtesy, First and Second Violation Notices will result in a Notice requesting the violator appear before the Board of Directors for a CC&R enforcement hearing or correct the violation prior to the scheduled hearing and inform the Board, in writing, of the correction.

The Notice will be mailed to the owner via 1st Class Mail and Return Receipt U.S. Mail. The Notice shall include the date, time, and location of the Hearing; the specifics of the violation or complaint; the range of possible penalties if not corrected; and the assessment of any fines.

4. Fifth Step: The Board of Directors shall hear the charges according to the provisions of CC&R Article XIII - Enforcement Remedies. Following the hearing, the Board, in Executive Session or Open Session, as appropriate, shall take all facts into consideration and determine whether the owner has violated the CC&Rs; the deadline for correcting the violation; and the penalty for failure to comply (i.e. adding of monetary assessments to the owners account, etc.). The owner shall be notified, in writing, of the Board's decision within seven working days following the date of the hearing.

Rescheduled Hearing: If the owner can show acceptable good cause as to why he/she cannot attend the scheduled hearing, he/she must notify the Board at least 48 hours prior to the originally scheduled hearing. If the Board accepts cause, it will reschedule the hearing and deliver notice of the new date ten (10) days prior to the rescheduled hearing.

Hearing Default: If an owner, called for any hearing, fails to appear or to request a postponement of a hearing as prescribed in "Rescheduled Hearing" above, the Board shall proceed with the hearing in Absentia. The owner shall be notified, in writing, of the Board's decision within seven working days following the date of the hearing.

Alternative Dispute Resolution and further enforcement on owners failing to respond to CC&R enforcement proceedings: If an owner fails to respond to the above CC&R violation proceedings, the Board may serve Alternative Dispute Resolution papers on the owner in violation. Please refer to the Alternative Dispute Resolution guidelines distributed annually with the Budget Packet.

The Board may also, in compliance with the approved Fining Procedures, continue to assess fines to the owners account in a reasonable manner.

Outstanding violations and/or liens shall also be disclosed to possible purchasers of an owner's home if the owner decides to sell or refinance.

Architectural Appeal Process: Community of Harbor Bay Isle Board Resolution #92-02

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 receiving written notice of the Committee's decision. The Community Board President 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.

FINE SCHEDULE (Adopted November 12, 1996)

WHEREAS, the Freeport Homeowners' Association Declaration of Covenants, Conditions and Restrictions has a general monetary fine provision in Article 10.2 Enforcement:

10.2.1 "The Association and/or any Owner shall have the power to enforce the provisions of the Project Documents in any manner provided by law or in equity and in any manner provided in this Declaration. The Association may institute appropriate legal action (subject to Section 10.2.4), suspend an Owner's use of the recreation facilities or his voting rights for a period not exceed thirty (30) days and/or levy a fine against an Owner in an amount not to exceed One Hundred Dollars (\$100.00) or such other standard maximum amount as may be approved by fifty-one percent (51%) of each class of Members..."

WHEREAS, the state of California has added to the Civil Code Section 1363 (i) requiring associations which impose or intend to impose monetary fines to adopt and distribute each year a schedule of monetary penalties that may be assessed for violations. Distribution must be by personal delivery or first class mail.

THEREFORE, LET IT BE RESOLVED that the Freeport Homeowners' Association schedule of fines is as follows:

1. For all violations relating to the installation and/or maintenance of landscape or other real property not corrected within 30 days of final notification to the homeowner and opportunity for a hearing, the Board may levy a Reimbursement Assessment equal to the Association's cost of correction and cost to administer the correction (i.e., Administration Fee). A late fee will be charged on the payment demand of the unpaid balance after thirty-days at an annual rate of 10%.

2. For all other violations not covered under Part 1. The Board may, upon homeowner notification and opportunity for a hearing before the Board, levy an Enforcement Assessment of not more than \$100.00 for each violation.

FURNITURE (OUTDOOR) used in conjunction with the landscape/hardscape of a residence shall be designed specifically for exterior gardens and patios. The color and style of these exterior furnishings shall compatible with the appearance and finish of the residence.

GARAGE USE

Garage Use Limitations: Garages shall not be remodeled or used for any purpose that would interfere with the accommodation of two full-sized passenger vehicles. Garage use shall be limited to storage of vehicles and typical household items only.

Garage Doors: Resident will keep their garage doors closed except during entering and leaving the garage to maintain the attractive appearance of the neighborhood and to reduce the possibility of unlawful entry and theft.

GARBAGE AND RECYCLING CONTAINERS

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

Garbage Containers: Garbage containers must be covered at all times to avoid odor and loose trash. The container shall be black, brown or dark green plastic or metal in sizes from 15 to 35 gallon capacity. If the City of Alameda offers an approved garbage container in the future, it will be acceptable.

Recycling Containers: The container size, type, and use shall be dictated by the agencies collecting recycled materials.

INSECT TRAPS (ELECTRONIC) may be installed in rear yards, but they shall not create a nuisance to neighboring properties.

LIGHTS (SEASONAL) are allowed only during the holiday season. They may be installed each year after November 20th and must be removed by January 31st. No colored bulbs are allowed in light fixtures, including landscape lighting, with the exception of holiday season lights during the time specified for seasonal lights.

MAILBOXES AND MAIL BOX POSTS shall be maintained in good condition by homeowners to match the original developer-installation in size, style, black color, and with address numbers conforming to those installed by the developer. Exterior newspaper tubes are not permitted.

The Freeport Association Board of Directors reserves the right to contract for the necessary repair or replacement work and cause it to be performed *at the owner's expense* if the owner does not properly replace or maintain the appearance of the post, the mail box, its street numbers and operable red flag.

MAINTENANCE STANDARDS OF THE FREEPORT ASSOCIATION Owners shall maintain their dwelling and any ancillary structures in good condition. Landscape shall be maintained in good condition by removing all weeds, watering and fertilizing and trimming as necessary to maintain an attractive appearance and shall not permit rear yard grass or weeds to grow beyond five (5) inches in height. Trees or shrubs visible to neighboring property, common areas or commonly maintained areas or public areas shall be appropriately pruned and maintained in an appropriate and healthy condition with attention to containment of tree roots when necessary.

NOISE

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

Landscape Installation and/or Construction Exceptions: Individual homeowners may install landscape or hardscape in accordance with the City of Alameda Noise Ordinance #2177.

Speaker System amplified outdoor installations are not permitted.

Wind Chimes are discouraged, but are permitted only if the sound level does not intrude into neighboring property.

PARKING RULES & REGULATIONS: Pursuant to Article 4, Section 4.5 of the Freeport Homeowners' Association CC&Rs, page 10.

1. Definitions:

Owner shall mean a Member and/or Owner as defined in the Freeport Association's Declaration of Covenant, Conditions, and Restrictions (CC&Rs.)

Resident shall mean any person who resides in a home on a Lot within the Freeport Project, whether or not such person is an Owner as defined in the Association's CC&Rs.

Guest shall mean any person visiting the home of an Owner or Resident.

Vehicle shall mean a device by which any person or property may be propelled, moved, conveyed, or drawn upon a highway, except a device moved exclusively by human power.

Commercial Vehicle shall mean a vehicle used or maintained for the transportation of persons or property for hire, compensation or profit, and/or designed, used or maintained for business purposes and/or displaying signs, decals, logos or other indicia of commercial or business use. Refer to CC&R Section 4.1, 4.10 and 4.13 for additional information.

Parking Areas shall mean all parking areas wherever located within the Freeport Project, including driveways on Lots and specifically designated parking spaces, but not including enclosed garages and streets. Parking Areas are defined in the attached "Parking Areas" map of the Freeport Homeowners' Association and Rules and Regulations.

No parking is allowed in front of the Common Area Park located off of McDonnel Road at any time.

Fire Lane shall mean those streets owned by the Freeport Association and designated by the City of Alameda as fire lanes.

2. Parking of Owner/Resident/Guest Vehicles: All Residents of the Freeport Project shall park their Vehicles wholly within their garages or within driveways. All Residents must have space sufficient within their garage to park two (2) Vehicles.

Additional Resident Vehicles may be parked only in a Resident's driveway, if that Resident's driveway is sufficient to hold the entire Vehicle or in designated Parking Areas. Garage doors of Residents' homes shall remain closed except when the garage is in use.

The blocking of sidewalks by Freeport Owner/Resident/Guest Vehicles is strictly prohibited.

No part of any Freeport Owner/Resident/Guest Vehicle parked in a driveway shall extend onto the sidewalk, street or landscaped area.

No Owner/Resident/Guest Vehicle shall be parked sideways (parallel to the street) or diagonal in a driveway.

No Owner/Resident/Guest Vehicle in Court streets shall be parked perpendicular to the curb.

The blocking of mailboxes (between the hours of 10 a.m. and 4:00 p.m., Monday through Saturday), by Owner/Resident/Guest Vehicles is strictly prohibited.

Owner/Resident/Guest Vehicles in violation of these rules are subject to the Freeport parking enforcement procedures as defined in the Freeport Homeowners' Association Rules and Regulations.

3. **Parking on Streets:** No unattended Vehicle parking shall be allowed in cul-de-sacs outside of the designated Parking Areas. Temporary parking on the streets in front of garages shall be allowed only for a reasonable period of time necessary for Vehicle loading and unloading.

Vehicles parked longer than 72 hours in one consecutive three-day period are subject to the Freeport parking enforcement procedures as defined in the Freeport Homeowners' Association Rules and Regulations.

Prohibited Vehicles: No boat, trailer, camper, motorcycle, golf cart, Commercial Vehicle, mobile home or other recreational Vehicle or dilapidated Vehicle shall be parked outside of the owner's garage on private property or on Freeport association streets. Vehicles in violation of this rule are subject to the Freeport parking enforcement procedures as defined in the Freeport Homeowners' Association Rules and Regulations.

Repair of Vehicles: No part of the Community or Freeport Associations' Common Areas shall be used for the repair, construction, or reconstruction of any Vehicle, boat, or other item or thing, except for a reasonable period of time in a bona fide emergency.

Fire Lanes: All streets within the Freeport Association are fire lanes and are owned by the Association. No Vehicle shall be parked in a marked Fire Lane or within fifteen (15) feet of a fire hydrant. Vehicles of Owners, Residents and Guests are subject to towing without notice at the Vehicle owner's expense per California Vehicle Code Section 22658.2.

Vehicles Not to Inhibit or Block Access: The blocking of mailboxes, sidewalks, driveways, and fire lanes by Vehicles is strictly prohibited. No part of the Vehicle parked in a driveway shall extend onto the sidewalk, street or landscaped area. No Vehicle shall be parked sideways (parallel to the street) or diagonal in a driveway. No Vehicles in Court streets shall be parked perpendicular to the curb. No Owner/Resident/Guest vehicles shall park within fifteen (15) feet of a fire hydrant. Vehicles in violation of these rules are subject to the Freeport parking enforcement procedures as defined in the Freeport Homeowners' Association Rules and Regulations.

Guest Parking: Guests of Freeport Residents may only park in designated parking areas defined in “Parking Areas” map of the Freeport Homeowners’ Association Rules and Regulations.

Guest Vehicles are subject to the same Parking Rules and Regulations as Owner/Residents. Violations by Guests are subject to the same enforcement procedures as Owner/Residents.

Overnight Guest Parking: Guest parking for longer than twenty-four (24) hours is prohibited. A resident may petition the Freeport Board of Directors or its designee for a Guest-parking permit for a maximum of fourteen (14) consecutive days. The petition must be received a minimum of ten (10) days prior to the next regular Board meeting. At the meeting, the Board shall take all of the facts into consideration and render its written decision to the petitioner within three working days of the Board meeting. For emergency Guest parking permits, residents may call the Association Manager to request a temporary, limited duration parking permit. The Board may refuse to approve a Guest-parking permit for longer than twenty-four (24) hours in one consecutive three-day period.

Limited On-Street Parking: On-street parking inside Freeport is very limited and is intended for use by Guests, and by Residents on an occasional basis. Residents and Guests use the same on-street parking areas that are available for use.

4. **Freeport Residential Parking Permits** Freeport Homeowners Association has private streets and Community of Harbor Bay Isle Security will enforce non-residential parking beginning January 1, 2017 between the hours of 9 a.m. and 2 p.m. Monday through Friday, excluding holidays.

Resident and Guest parking permits must be displayed and be visible for inspection on the front windshield.

A Resident or Guest parking permit does not allow parking in fire lanes, in front of mailboxes or any other parking restrictions (i.e., fire hydrants, driveways or crosswalks, etc.)

Resident Parking Permit – No Charge

To qualify for a residential parking permit, Residents must present both a government issued photo identification and a current Vehicle registration displaying their Freeport address. Permits are not transferable between Vehicles.

If the Vehicle is registered to the Freeport address, but is not registered in the name of Resident, Resident must provide a copy of the registered owner’s valid picture ID, and a signed letter stating that Resident has the right to use the Vehicle.

Permits can be picked up at the Community Offices located at 3195 Mecartney Road, Monday through Friday between 8 a.m. and 5 p.m. or for quicker processing and ease, applications may also be submitted online. Permits are processed at

time of submission. The Community office is closed on holidays and weekends. Please allow two - three weeks to receive permits by mail.

Guest permits may be obtained by Residents by mail or in person.

Both Resident and Guest permits must be displayed and be visible for inspection on the front windshield.

Any Vehicle parked on Freeport streets without a visible permit between the hours of 9 a.m. and 2 p.m., Monday through Friday, excluding holidays will be towed without notice at the owner's expense

Towing and Fines: Violation of any of the Parking Rules and Regulations may result in the Vehicle involved being towed to the nearest public garage at the owner's expense. In the event of such towing, the following procedures will apply:

- (a) **Towing Authorization:** The Freeport Association shall provide written authorization from the Board of Directors to the Community of Harbor Bay Isle Owners' Association (CHBIOA) Security Department to act as the Board's agent regarding the towing of Vehicles.

Non-Fire Lane Parking Violations: For non-fire lane parking violations, a courtesy warning notice will be issued to the Vehicle owner for the first violation. A second violation will result in a final warning notice to the Vehicle owner. A third violation may result in the Vehicle being towed.

- (b) **Towing:** The Freeport Association, through the Community of Harbor Bay Isle Security Department, will attempt to locate the owner of the Vehicle subject to towing. If the Vehicle is not promptly removed, the Association may cause the removal, **without notice** of any Vehicle parked in a marked Fire Lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for Disabled Persons without property authority, or in a manner that creates a hazard, or which interferes with Maintenance and Security Vehicles to any entrance to, or exit from, the Common Area of the Freeport Project or any separate interest contained therein.

The signature of the Freeport Association Manager or at least one member of the Freeport Board of Directors is required for an order authorizing the towing of a Vehicle cited for non-emergency nuisance parking.

- (c) **Non-Owner, Non-Resident, Guest Vehicles** may be towed for violations of the Parking Rules and Regulations pursuant to California Vehicle Code Section 22658.2. After such Vehicle has been towed, the Association will notify the owner by first-class mail, if the identity of the owner is known. If the owner's identity is not known, the Association will notify the California Department of Justice, Stolen Vehicle Division, of the towing. After the towing of such Vehicle, the Association will notify the Alameda Police Department.

- (d) **Resident's Vehicles** may be towed for violations of any of the Parking Rules and Regulations or the Parking Provisions set forth in the Freeport CC&Rs and California Vehicle Code Section 22853. After a Resident's Vehicle has been towed, the Association will notify the Resident of the towing by first-class mail and the Resident shall be liable for all towing, Vehicle storage, and other related costs.
- (e) **Responsibility:** Owners shall be responsible for the consequences of any violations of the Parking Rules and Regulations by their Guests and their tenant Residents, and their Guests.
- (f) **Fines:** Owner's Vehicles, which are in violation of any of the Parking Rules and Regulations, shall be subject to fines not to exceed \$100.00 for any single violation as provided in the Freeport Association CC&Rs.
- (g) **To Recover Towed Vehicles:** The owner of the Vehicle may call the City of Alameda Police Department to learn where the Vehicle has been towed for storage.

The designated towing company and garage are subject to change at the discretion of the Community of Harbor Bay Isle Security Department and/or the Freeport Association Board of Directors. Members and Residents shall be notified of any change in the designated towing company or garage.

PETS

No animals, including, but not limited to fish, reptiles or birds, may be kept for commercial purposes. Homeowners desiring to have more than two animal pets may apply in writing to the Board of Directors.

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

Pet Control: The CC&Rs require that pets shall be kept under reasonable restraint when outside of a resident's property either by leash, cage or hand-held. Owners must clean up after their pets that have soiled the common areas, streets, sidewalks, or private property. Dog and cat owners must comply with Alameda's Pet Ordinances, i.e. dogs on leashes, cats not allowed to roam.

Domestic Pet Birds: Pet birds may be kept outside a house provided the birds do not disturb neighbors.

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

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

REAR YARD AND ENTRY EASEMENT (Adopted July 9, 1996)

WHEREAS, each deed to a Lot in the Freeport planned development project contains a grant and reservation of exclusive easements for rear yards and entries;

WHEREAS, the easements reserved for rear yards are stated to be for "rear yard purposes including landscaping, fencing, drainage, and general recreational and garden uses";

WHEREAS, it is in the best interests of the Association and the Members that more detailed covenants, restrictions, and guidelines be established in order to better define and characterize the rights and obligations of the respective owners of the servient and dominant tenements of such easements;

NOW THEREFORE, the Board hereby adopts the following interpretive Rules applicable to the easements for rear yards and entries set fourth in the deeds. These Rules are not intended to modify or amend the easements, but rather shall represent the common intention of the Association and its Members as to the interpretation of the grants and reservations of easements contained in the deeds:

- 1. Definitions:** Capitalized terms used herein, unless otherwise indicated, shall have the meaning given to them in the Declaration of Covenants, Conditions and Restrictions (CC&Rs) for Freeport.
- 2. Rights of Servient Tenement:** The exclusive easements established in the grant deeds for Lots in the Project for rear yards and for entries (collectively "Side yard Easements") shall be subject to the right of the owner of the servient tenement, at all reasonable times and upon reasonable notice to the owner of the dominant tenement, to enter the Side Yard Easements for purposes of maintaining portions of the Residence located on the servient tenement, including without limitation, the right to perform such work in regard to underground gas, electric, telephone, cable T.V. lines or facilities servicing the servient tenement, and maintaining walls, eaves, overhangs and appurtenances thereto, and portions of any structure originally constructed upon the servient tenement or constructed in compliance with the Architectural Standards provided for in the Declaration. In exercising the right to enter upon the Side Yard Easements as provided in this paragraph 2, the Owner of the servient tenement shall exercise reasonable care not to damage any landscaping or other items existing in the Side Yard Easements, and shall see that the Side Yard Easements are cleaned and left in the same condition following the entry as prior thereto.
- 3. Restrictions on Dominant Tenement:** The Owner of the dominant tenement shall not attach any object, vegetation, or structure to a wall or Residence located on the

servient tenement, or disturb the grading of the Side Yard Easements in any manner which would damage the servient tenement or interfere with the use of the Side Yard Easements by the servient tenement or interfere with the use of the Side Yard Easements by the servient tenement for maintenance purposes. Any fencing along the borderline of the Side Yard Easements shall comply with the Architectural Standards as provided in the Declaration. The Owner of the dominant tenement shall not construct or erect any equipment or games that may result in balls or recreational devices being bounced against the wall of the Residence on the servient tenement, nor may a swimming pool, wading pool, Jacuzzi, hot tub, or any other structure be constructed upon the Side Yard Easements. The Architectural Committee is directed to establish such other reasonable design guidelines concerning the Side Yard Easements as may be necessary and appropriate for reasons of aesthetics, safety or compliance with applicable law.

SIGNS

All signs must comply with the Community of Harbor Bay Isle Sign Resolution 91-03.

1. **Project Signs:** No signs whatsoever, including but without limitation, commercial signs visible from neighboring property or public ways shall be erected or maintained on any lot within the Community and Freeport Association properties except:
 - (a) Signs required by legal proceedings;
 - (b) Residential identification signs, subject to the approval of the Community Architectural Committee as to suitability;
 - (c) Signs required by the Community or Freeport Associations.

2. **Real Estate Signs:** Signs may be displayed only when there is an active and serious attempt to rent or sell the home. A maximum of one sign per home may be displayed in a window or in the ground however a second sign may be placed on property owned by another, such as on a street corner, with that owner's written consent.

For Rent/For Sale signs shall be a maximum of 18 by 24 inches displaying the words "for rent" or "for sale". A maximum of two additional hook-on signs of 6 by 24 inches each are permitted for the agent's name and telephone number and other information for a total sign area of 30 by 24 inches.

No for sale or for rent signs shall be located upon any of the common area properties, or properties within the areas and jurisdiction of the Planned Development Permit issued by the City of Alameda pertaining to the properties of the Community of Harbor Bay Isle.

3. **Political Campaign Signs:** Political campaign signs are permitted but must be removed within five days following the election date. Posting political signs in the Community or Freeport Association common areas is prohibited.

4. **Enforcement:** The Community or Freeport Association Board of Directors shall have the authority to hold an enforcement hearing for alleged violations of this Sign Resolution by property owners and/or their tenants. The Boards may require immediate Removal of the violating sign and assess the property owner \$5.00 per day following the failure to remove the sign as ordered.
5. **Contractor Signs:** Posting contractor signs for installation work is prohibited. Homeowners are responsible for complying with the prohibition against posting contractor's signs within private property of Association common areas.
6. **Business Signs:** In-home businesses signs are prohibited. In-home businesses require a City business license and the written approval of the Freeport Board of Directors.

SPORTS APPARATUS & RECREATIONAL USES

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

The Freeport Board of Directors shall decide whether or not to permit the use of temporary portable basketball standards used in compliance with the Community Architectural Committee's Architectural Rules and Standards.

Exception Petitions: A resident may petition the Board of Directors for an exception to the permanent or temporary sports or recreational equipment structure, as described above, which exceeds the fence height. The petition must be submitted a minimum of ten (10) days prior to the next regular Board meeting. The Board shall hear the petition, consider all of the facts, and shall render its written decision to the petitioner within three working days of the meeting. The Board has the option to prohibit a temporary or permanent sports/ recreational structure or apparatus remaining in the Freeport Association project.

STREETS

Freeport's private streets shall be used for driving and limited duration parking as permitted by the Parking Rules and Regulations. Recreational activities are not permitted in the streets of the Freeport Association. The speed limit within Freeport Association streets is fifteen (15) miles per hour.

WINDOW COVERINGS

Definition: Window coverings are defined as any covering of a window or glass door that may be seen from outside of the house.

Interior Window Treatments, (e.g., draperies, blinds, etc.), must be installed within ninety (90) days of the first and subsequent closures of escrow.

Window Covering Restrictions: Reflective material window covering is prohibited, except for film installed by the developer (e.g. model homes.) The prior written approval of the

Board of Directors may permit window tinting of non-reflective, dark charcoal color material.