

[COVER PAGE]

# Table of Contents

Introduction .....	3
General .....	3
Maintenance of Units .....	4
Owner Liability .....	5
Conduct .....	5
Parking and Driving Rules .....	6
Visitors and Deliveries .....	9
Exclusive-Use Common Areas .....	9
Rental Restrictions .....	10
Waste Disposal .....	11
Pets .....	12
Remodeling .....	12
Pool Area & Recreation Room .....	13
Ocean Deck .....	14
Recreation Room & Ocean Deck Parties .....	14
Tennis Court .....	15
Common Area Walkways .....	16
Enforcement of Rules .....	16
Schedule of Monetary Penalties and Fees .....	18
Bonnymede Shores Association Tenant Information Statement (Exhibit A) .....	20
Installation of Electric Vehicle Charging Stations (Exhibit B) .....	22

## INTRODUCTION

Condominium living differs significantly from living in single-family residences. The principal difference lies in joint ownership and joint usage and maintenance of residential surroundings, including roadways, walkways, landscaping, garage buildings and carports, recreational facilities and other common-use areas. Because each Owner shares in the responsibility for preserving an attractive appearance and peaceful atmosphere throughout the development, it is necessary to establish policies.

Owners of Bonnymede condominiums comprise the Bonnymede Shores Association, which is operated by a designated manager and/or Management Company and overseen by an elected board of directors. The Association is governed by California law, and by the CC&Rs (Certificate of Adoption of Amended & Restated Declaration of Covenants, Conditions & Restrictions for Bonnymede recorded April 5, 1984) the first and second amendments thereto recorded on April 11, 2000 and September 4, 2012, respectively, and the Bylaws of Bonnymede Shores Association. Each Owner should be familiar with those documents.

The CC&Rs (Article 10) and Bylaws (Article IV, section 1 (e)) allow for the establishment of rules and regulations applicable to the administration of the Common Areas. The rules and regulations herein implement such articles and are applicable to each condominium owner. They are not intended to supersede or change in any detail the CC&Rs as amended or the Bylaws.

***Established policies and procedures are indicated with bullet-points; rules and regulations are numbered.***

Owners are asked to cooperate by reading and observing the procedures, rules and regulations set forth herein.

**Each owner is responsible for informing his visitors and providing his tenants a copy of these procedures, rules and regulations.**

## GENERAL

- The telephone number for the Bonnymede gatehouse is 805-969-2727.
- The phone number(s) and hours for the Bonnymede manager or Management Company is 805-564-1400 x102.
- Maintenance requests should be reported to the property manager. You may leave a message at 805-564-1400 x102.

- Access to Bonnymede is controlled with electronic gates. Automobiles equipped with radio transmitters and displaying proper Bonnymede identifying decals are allowed automatic access through the resident entry lane. Automobiles without transmitters but displaying proper identifying decals will be admitted by the security guard on duty. All other vehicles must check in at the gatehouse to be cleared for entry and must display proper temporary identification while on Bonnymede property.
- Bonnymede personnel may need to access a condominium unit in the event of an emergency, such as a burst water pipe, etc. Owners are encouraged to leave a spare key to their unit at the gatehouse. Bonnymede personnel may access the key in an emergency by signing for it. In the event of a lockout, Owners may access their key by signing for it.
- Residents should not ask Bonnymede security guards or maintenance personnel to perform any type of personal service work during Association work hours.

## MAINTENANCE OF UNITS

Care and common sense should be taken within a unit to avoid damage to the unit, other units, and Association property.

- Dryer vents, kitchen vents and fireplace flues should be kept clean and inspected regularly.
- Water heaters should be inspected regularly.
- Smoke alarms and water alarms should be in working order.
- Items that might cause stoppages should not be disposed of in drain lines or garbage disposers.
- Toilet wax rings should be inspected periodically (look for seepage).
- Rubber washing machine hoses should be replaced with heavy-duty (stainless-steel mesh wrapped) hoses.
- Water supply lines and angle stops to toilets, sinks, and icemakers should be inspected periodically.
- First-floor sink drain valves should be installed (especially important in a unit left unoccupied for extended periods).
- A preventive maintenance plumbing checklist and more detailed information regarding responsibility for repair and maintenance as a result of water damage are distributed to Owners from time to time and are always available from Management.

## OWNER LIABILITY

The types of insurance carried by the Association are governed by the First Amendment to Amended and Restated CC&Rs at pages 6-11. Detailed information regarding such insurance is furnished to Owners in Bonnymede Shores Association's annual disclosures.

- Where an Owner causes damages to the Project and where that damage is covered by insurance maintained by the Association, but where that insurance is inadequate to cover the total cost of repair or replacement, or if there is a deductible, the Owner causing the damage will be responsible for payment to the extent of the deficiency in coverage including any deductible.
- Risk Management is very important. Insurance companies do not look favorably on frequent claims. Owners need to be certain they are adequately covered by their personal policies and be serious about performing regular preventive maintenance. When purchasing personal policies, it is recommended Owners check with the Association's insurers to avoid any duplication or lack of coverage.

## CONDUCT

1. Footgear and appropriate cover-up clothing should be worn at all times in the common areas, except in the pool area and on the beach deck, where appropriate bathing attire may be worn.
2. Bicycles and full-sized Segways or similar power-driven devices with handles are allowed, but usage is limited to the roadways. They may not be used on walkways or decks.
3. Roller-skates, roller-blades, skateboards, scooters, razor-scooters, as well as hoverboards, mini-Segways and similar small, hands-free, motorized, self-balancing scooter boards may not be used anywhere in the Complex.
4. Drones or other types of small, unmanned aircraft may not be launched or landed anywhere in the complex, or operated anywhere in the private or immediate airspace of any persons or structures at Bonnymede.

5. Horseplay and/or noisy activities are not permitted.
6. Stereos, televisions, etc. should be kept at a reasonable volume so as not to disturb neighbors.
7. Household appliances that generate noise should not be used between the hours of 10 pm and 8 am.
8. Flags, banners and signs may not be displayed upon any portions of the common area (i.e. open areas and landscaping, walkways, common area walls, fences, and recreational facilities), except that an Owner may place no more than three directional signs in the common area immediately before, during and immediately after a real estate open house or brokers' open house in order to guide participants to the Owner's units. Such signs may be placed only *inside* the Bonnymede entry gate and must be removed from the common area promptly after the event.
9. Individual real estate showings are allowed any day of the week between the hours of 8:30 am and 5:30 pm. Owners should notify the Guard House in advance of an appointment. Open houses, brokers' open houses and multiple listing tours (caravans) are limited to Wednesdays from 10:00 am and 2:00 pm, and the Guard on duty must be given advance notice. Otherwise participants will be denied access.

## PARKING AND DRIVING RULES

Parking space is limited at Bonnymede, and the following rules and regulations should be strictly observed and followed. Vehicles in violation of Bonnymede's parking rules are subject to being towed from the complex at the Owner's expense under Section 22658.2 of the California Vehicle Code. In addition, Residents (including tenants) are subject to fines for violations of Bonnymede's parking rules as set forth later in this publication.

10. The speed limit on all Bonnymede roadways is 15 miles per hour.
11. All vehicles must display a valid Bonnymede parking decal or guest permit.
12. Residents must park their cars in their assigned, deeded garage or carport spaces. For Owners or tenants who have more vehicles than assigned spaces, it will be necessary to contact management to see if there are additional spaces available in the complex. Otherwise, arrangements must be made for off-site parking.
13. Parking in the plaza circles is intended primarily for visitors and for only temporary use of residents. Residents may park in the circles only when necessary for short-term activities such as loading and unloading, but never for longer than two hours.
14. Vehicles may not be stored or left unattended for prolonged periods anywhere in the common areas.
15. Commercial service and work trucks, vans etc. may be parked in the plaza circles only when reasonably necessary to provide proximate access to a unit undergoing work, and only for short-term activities such as loading or unloading, or during those periods when a worker is *actively performing work* out of the vehicle. At all other times, work trucks must be parked along Maceda Lane. Like all other vehicles, work trucks must display valid guest permits. Owners are responsible for compliance by workers they hire.
16. Caregivers (including nannies and other personal service workers) who reside at Bonnymede are subject to the rules relating to residents set forth in paragraph 10 above. Caregivers who do not reside at Bonnymede must park in their Resident's assigned garage or carport space if it is open and available. If no such space is available, caregivers must park in one of the two spaces reserved and marked with a sign for caregivers in the driveway area serving the Building M garages, or alternatively along Maceda Lane. Caregivers may park in the plaza circles only while necessary for short-term activities such as loading and

unloading, and never for longer than two hours. Caregiver vehicles must at all times display a valid guest permit. Caregiver vehicles parked in violation may be towed.

17. In conformity with fire department regulations, no parking whatsoever is allowed on Bonnymede Drive, or in any areas where there are red curbs or No Stopping/Fire Lane signs. Violators will be towed.
18. Campers, recreational vehicles, boats, trailers etc. cannot be parked anywhere in the common area.
19. Commercial car washing is not allowed in the Bonnymede complex. Residents may wash, clean and wax their vehicles within their assigned parking space, using only a water bucket. Any dirt, debris or water must be cleaned up thoroughly as soon as the work is finished.
20. Commercial car servicing is not allowed in the complex, except for emergency service needed to start and/or move a vehicle. Residents themselves are not allowed to repair or maintain vehicles anywhere in the common areas.
21. One permanent parking decal and one radio transmitter per designated parking space are provided to each Owner free of charge and are available from management. Management must be notified when a parking decal or radio transmitter is transferred to another vehicle. Parking decals are removable and should be removed when selling a vehicle. Additional/replacement parking decals cost \$35 each. Replacement transmitters cost \$125.
22. Charging of electric vehicles from common area 110 volt electrical outlets located in garages and carports, when done without the use of any external electric vehicle supply equipment ("EVSE"), such as Control Boxes or Charging Stations, is allowed only when done safely and after registering with the Association's manager or Management Company. A monthly fee will be assessed for use of the Association's common area electricity. An Owner wishing to install and use external EVSE may do so subject to all of the



Procedures and Requirements for Installation of Electric Vehicle Charging Station contained in Exhibit B hereto.

## VISITORS & DELIVERIES

23. Owners and tenants are responsible for the actions of their visitors, employees, invitees and other guests and may be penalized for their violations.

- Residents should notify the gatehouse when expecting visitors or deliveries.
- Accepting and temporarily holding personal property for Bonnymede Residents (i.e. packages and keys) is not part of the guard service post orders. The service is available and offered only as a courtesy, and neither the guard service nor Bonnymede Shores Association assumes any liability whatsoever for handling personal items.
- The security guard on duty will telephone a Resident for any unexpected visitors. If the Resident cannot be reached, the visitor will be denied entrance.
- Recurring visitors should obtain from the security guard and must display temporary passes for the period of their visit.
- Household employees should obtain from the security guard and must display temporary passes.
- Commercial deliveries or moving vehicles within the Bonnymede complex should be limited to the hours of 8:30 AM to 5:30 PM, Monday through Friday.

## EXCLUSIVE-USE COMMON AREAS

Exclusive-Use Common Areas are defined in the Amended CC&Rs. They include but are not limited to patios, balconies and garage spaces.

24. Except as otherwise stated in the CC&Rs, Owners are responsible for upkeep of their exclusive-use common areas and for maintaining them in a clean, attractive, and uncluttered state. Only a reasonable amount of outdoor furnishings is allowed on patios and balconies.

25. Outside clotheslines are not permitted. Clothing, towels or other personal items must not be placed or hung on or over railings, walls or other structures.
26. Items on patios and decks must not impede the views of other Residents.
27. Patio grills are allowed only on first-floor, exclusive-use patios and only if safely and properly used. Because of the smoke and possible fumes generated, sensitivity and consideration for neighbors are always required. Excessive smoke is not allowed. Pursuant to applicable County fire safety regulations, patio grills and barbeques which produce flames may not be used on any second or third-floor balconies or decks, or on any first-floor patio within ten (10) feet of a combustible surface. Use of patio grills, barbeques, braziers, fire pits and all similar equipment is strictly prohibited anywhere else at Bonnymede.
28. Designated garage spaces in open garage areas and carports may be used only for the parking of passenger vehicles. Storage of bicycles, kayaks, shopping carts and surfboards is permitted only in the area at the front of a garage space, and only as long as the area is kept neat and uncluttered. Storage of all other personal items must be within built-in storage cabinets.

## RENTAL RESTRICTIONS

29. Except as stated in paragraph 28 below, for each unit owned, an Owner may not rent their unit to any other individual(s) or entity(ies) for a term of less than ninety (90) consecutive days in any calendar year.
30. Notwithstanding that set forth in paragraph 27 above, and without restriction as to the length of the rental term, an Owner may elect to enter into a maximum of four rentals during any calendar year. For purposes of this paragraph, the word "rental" is defined as an agreement pursuant to which an Owner, for consideration, surrenders possession of their unit to another individual or entity then entitled to use and occupy the unit. Once an Owner has entered into four rentals during any calendar year, they may not again, in such calendar year, enter into another rental regardless of the length of the rental term.

31. No unit may be subleased, nor may any rental agreement entered into between an Owner and tenant be assigned.
32. An Owner renting a unit shall provide to their tenant(s) a current copy of the Association's Procedures, Rules & Regulations. Owners as well as their tenants may be held liable for any tenant violation of the provisions thereof and/or Bonnymede's CC&Rs.
33. An Owner renting a unit shall, **prior** to the tenant's occupying the unit, obtain from their tenant(s) a Tenant Information Statement, completely filled out and signed by each Resident occupying the unit, in the form of the Tenant Information Statement attached hereto as Exhibit "A". The Statement is for information and other purposes, but is not intended to confer any rights or permissions to Owners or tenants.
34. **Prior** to a unit's being occupied by the tenant(s) or by any individuals residing in the unit pursuant to the tenancy created, the Tenant Information Statement shall be delivered to the Association's management company, Good Management Company, 1 North Calle Cesar Chavez #230-A, Santa Barbara, California 93103, along with a \$100 administration fee made payable to the management company.

## WASTE DISPOSAL

- Trash removal service is intended for the handling of day-to-day trash generated by Residents. Excessive amounts of trash may not be disposed of in the trash rooms. Residents (including Residents and tenants moving in or out) with excessive trash, out-sized items etc. must make special arrangements for disposal. The maintenance supervisor should be contacted for assistance or additional information.
35. All garbage must be bagged and tied before being placed in the trash receptacle.
  36. Cardboard boxes and cartons must be split and flattened for recycling.

37. Construction debris of any type may not be placed in the trash rooms. Furniture mattresses, televisions and other large items must not be placed in the trash rooms.

## PETS

- Residents are allowed house pets as long as the pets are well-mannered while in the common areas. A designated dog run is located adjacent to and runs parallel with Maceda Lane. Dogs may be unleashed in the dog run as long as they are supervised at all times. Although the dog run is maintained by the Association, dog owners are advised to watch for burrs, foxtails or other potentially troublesome or dangerous debris on the their dogs' feet and coat. The Association assumes no liability for any adverse conditions resulting from use of the dog run.
38. Unless in the dog run, pets must be on a leash at all times while in the common areas. A pet that is dragging a leash is not considered to be on a leash.
39. In conformity with local law, pet owners must clean up and properly dispose of pet waste immediately.
40. Pets are not permitted in the pool area or at the tennis court.
41. Excessive noise from pets is prohibited.

## REMODELING

Owners are permitted to decorate the interior of their units. However, Owners planning to make any modifications to the interior of their units must refer to and follow Bonnymede Shores Association "Guidelines for Modifications" available from Bonnymede's Management Company. As noted therein, Owners will be charged for administrative and other expenses incurred by the Association for an Owner's modification or request for modification.

- Failure to obtain approval for a modification from the Association's board of directors whenever approval is required under the Bonnymede "Guidelines

for Modification” and/or CC&Rs, or failure otherwise to follow the procedures and practices contained therein will result in fines and charges, which may include an amount determined to be the cost to remedy such modification, whether remedied or not.

## POOL AREA & RECREATION ROOM

42. Children under 14 years of age are allowed in the pool area only under the direct supervision of an adult.
43. Infants must wear an approved, secure leak-proof diaper in the swimming pool as required by County regulations.
44. Rafts, inner tubes, boogie-boards and similar play-upon items are not allowed in the swimming pool.
45. Cribs, playpens, radios, instruments or other noise generating devices are not allowed in the pool area. Talking on a cell phone in the pool area is prohibited.
46. Glassware and other breakables are not permitted anywhere in the pool area.
47. Running, horseplay and excessive noise are not permitted in the pool area.
  - The pool area, changing rooms and recreation room are available for Residents and their guests only. Available hours vary by season and are posted at the pool entrance. The pool area may be closed for maintenance from time to time when necessary to perform maintenance and repair work.
  - One pool/tennis access key is provided to each Owner free of charge and is available from management. Additional or replacement keys cost \$50.
  - Food and drink may be brought to the pool area, but should be served and consumed at the upper patio table, which must be cleaned up afterwards.
  - Owners wishing to use the recreation room for a private function and/or gathering should make a reservation with Bonnymede management at least one week in advance. A refundable damage deposit is required.
  - The whirlpool spa should be covered and the timer shut off after use.

- Changing room and recreation room lights should be shut off after use.
- Residents and their guests must follow all rules and regulations posted at the pool.

## OCEAN DECK

- The ocean deck and sand box area are available only for Residents and their guests.
- Any furniture moved during use should be returned to its usual place afterwards.
- Umbrellas, which can be damaged or destroyed by unforeseen winds, should be lowered and secured after use.
- Food and drink may be brought to the ocean deck, but the area must be left thoroughly cleaned up afterwards.

## RECREATION ROOM & OCEAN DECK PARTIES

- A prior reservation is required and may be made by contacting the Association's manager or Management Company.
- A deposit of \$1,000 is required at least seven (7) days in advance of the event. The deposit will be returned within 21 days of the event, after it is determined that the area has been left clean and undamaged. If cleaning or repairs are needed, the deposit will be applied to the costs thereof, and the unused portion of the deposit will be returned. If the costs of cleaning or repair exceed the amount of the deposit, the shortfall must be paid by the Owner or Resident hosting the event.
- The Owner or Resident hosting the event must sign a Waiver of Liability holding the Association harmless. The required form is available from, and must be signed and placed on file with, the manager or Management Company.
- No more than ten (10) additional vehicles may be parked in the common areas. If a greater number of vehicles is expected, the host should make arrangements for off-site parking.
- Event hours at the pool and recreation room must coincide with the posted pool area hours.

- The Recreation Room may be reserved for exclusive use; the pool, spa and ocean deck will remain available for use by other residents during any event.
- The Owner or Resident hosting the event must be present at all times during the event, and is responsible for clean-up of the event site and surrounding area immediately afterwards.

## TENNIS COURT

48. The tennis court is available for recreational tennis play only. Use of the court for commercial or any other purposes is not allowed.
  49. Bicycles, roller skates, skateboards, scooters, etc. are not allowed in the tennis court area.
  50. Reservations are limited to one hour per-day for singles and two hours per-day for doubles.
  51. Non-marking tennis shoes, shirts and appropriate tennis attire are required.
  52. Children under 12 years of age are allowed on the tennis court only under the direct, continuous supervision of an adult.
- The tennis court is available for Residents and their guests between 8:00 am and dusk daily.
  - Players may reserve the court up to one day in advance on the posted sign-up sheet. In the event a reservation must be cancelled, the Resident should remove his name from the sheet as soon as possible.
  - The tennis court is to be kept locked at all times when not in use. Residents should sign out the key to the court at the guardhouse for access and should relock the court and return the key at the end of play.
  - Players should keep noise and voices at a reasonable level in consideration of the nearby residences.

## COMMON AREA WALKWAYS

53. For safety reasons, aesthetics and in order to preserve the integrity of the deck surfaces, no furniture of any sort may be used on the common area walkways.
54. Residents may not keep more than three (3) plants on the common area adjacent to their units. Pots or other plant containers must be appropriately decorative and compatible with the style and architecture of the Project. The use of non-decorative nursery containers is not permitted. Drip trays to catch water runoff are required under each potted plant. Appropriate mesh trivets, available at no charge from the maintenance supervisor, are required under each drip tray to protect deck surfaces. All plants must be well maintained. Dead or dying plants as well as empty pots must be removed immediately.
55. No plant material may exceed six (6) feet in height. Pots may not exceed two (2) feet in diameter.
56. Statuary and other decorative items are not allowed.

## ENFORCEMENT OF RULES

- Violations of any rules or regulations should be brought to the attention of the Association's management.
- Fines for violations of Bonnymede's rules and regulations may be levied against an Owner and any tenant at the discretion of the Board of Directors within the following procedures, as permitted by the Association's governing documents, California Corporations Code and California Civil Code:

The manager will contact the Resident involved and attempt to resolve the complaint informally. If the manager and the complainant agree that a satisfactory resolution has been achieved, the matter will be considered closed and no fine will be levied.



If the complaint cannot be resolved informally, it will be referred to the Board of Directors. The Board will send the Owner/tenant a written notice with the following information:

- The violation and the facts upon which the Association concludes a violation has occurred.
  - Possible corrective measures and a deadline for such measures.
  - The date, time and location of a meeting at which the Board will consider taking disciplinary action.
  - The Owner/tenant has the option to attend the meeting and be given an opportunity to be heard.
  - The Owner/tenant has the option to send written comments to the Board in lieu of attending.
  - The Owner will be notified by certified mail of the decision of the Board.
  - The disciplinary action will not be effective until five days following the decision.
- 
- The Owner/tenant will have 30 days from the effective date in which to pay the fine or request independent arbitration or mediation. The Owner/tenant making the request will incur all costs of any such arbitration or mediation.
  - The amounts of potential fines are set forth in the Schedule of Monetary Penalties and Fees appearing below.
  - All fines against an Owner will be applied to the Owner's account and will appear on their next statement of account.
  - In addition to fines and penalties, any costs incurred by the Association for repair to the common area when damaged by an Owner, visitor or tenant may be levied against the Owner.
  - As permitted by California Civil Code Section 5725, unpaid Association costs will become a lien on an Owner's unit.

## SCHEDULE OF MONETARY PENALTIES AND FEES

California Civil Code Section 5850 requires that each Association distribute a schedule of monetary penalties and fees if the Association adopts, or has adopted, a policy imposing a monetary penalty, including any fee, on any Association member for a violation of the governing documents or rules of the Association, including any monetary policy relating to the activities of a guest or invitee of a member. The schedule must be distributed to each Owner with the Annual Policy Statement pursuant to Civil Code section 5310. The Schedule of Monetary Penalties and Fees adopted by Bonnymede Shores Association is as follows:

1. The Association may levy a penalty of up to five thousand dollars (\$5,000) for any violation of the Association's rental restrictions set forth in Bonnymede Shores Association Procedures, Rules & Regulations.
2. The Association may levy a monetary penalty of up to five hundred dollars (\$500) for a violation of any other provision of the Association's governing documents or rules and regulations.
3. Where the violation is ongoing, the Association may levy an additional monetary penalty of up to \$250 per day for each day the violation continues without correction.
4. Where an Owner, Owner's guests, tenants, employees or invitees have damaged the common area, the Association may levy a reimbursement assessment in a sum equal to the costs to repair the damage and thereafter lien the Owner's unit, if payment is not made, as allowed by California Civil Code section 5725.

Except for damages to the common area, the amount of monetary penalty will be determined by the Board after considering the severity of the violation, prior violations and the facts and circumstances under which the violation occurred. In the case of damage to the common area under those circumstances described in subparagraph 4 above, the amount of the fine will be a sum equal to all costs and expenses the Association incurs in repairing such damage.

A delinquent Owner is responsible for reimbursing the Association for all collection costs and attorney fees incurred by the Association in pursuing collection of a delinquent Owner's account.

**Before any fine may be imposed upon an Owner, the Board must provide the Owner with written notice of his or her right to be heard (Notice of Intended Disciplinary Action) as required by Civil Code section 5855.**

Bonnymede Shores Association

Dated: \_\_\_\_\_ By: \_\_\_\_\_  
 , Secretary

EXHIBIT A  
BONNYMEDE SHORES ASSOCIATION  
TENANT INFORMATION STATEMENT

1. The below identified Tenant(s) is/are renting Unit \_\_\_\_\_, located at (address) \_\_\_\_\_  
\_\_\_\_\_, in the Bonnymede Shores Condominium Complex.

Tenant(s) Phone Number(s): \_\_\_\_\_.

1. \_\_\_\_\_  
Print Tenant's Name

2. \_\_\_\_\_  
Print Tenant's Name

2. The term for which the Tenant's are renting shall commence on \_\_\_\_\_, 20\_\_\_\_, and terminate on \_\_\_\_\_, 20 \_\_\_\_\_. The tenancy cannot be for a period of less than ninety (90) days; or if the term is less than ninety (90) days, the Unit cannot have been rented on more than three prior occasions during the calendar year. If the rental being entered into violates either of the foregoing provisions, the agreement is in violation of the Association's Rental Restrictions and subject to immediate termination.

3. The identity of each person residing in the Unit during the term of the tenancy is:

1. \_\_\_\_\_  
Please Print Name

2. \_\_\_\_\_  
Please Print Name

3. \_\_\_\_\_  
Please Print Name

4. \_\_\_\_\_  
Please Print Name

The above-identified individuals are hereinafter collectively referred to as the Residents.

4. The above-identified Residents may park only the below-described vehicles within the Bonnymede Complex. While such vehicles are parked within the Bonnymede Complex, they shall at all times be parked in compliance with the Association's Rules which regulate parking in the garages, plaza circles and elsewhere within the Bonnymede Development.

_____	_____	_____
Make of Vehicle	License Number	Color

_____	_____	_____
Make of Vehicle	License Number	Color

5. By their signatures below, the above-identified Residents acknowledge and understand that their tenancy, occupancy, use of the Unit, use of the Common Areas including parking spaces and garages and use of the Recreational Facilities are governed by the Rules and Regulations adopted by the Bonnymede Shores Association.

6. By their signatures below, the above identified Residents acknowledge that they have received a copy of the Bonnymede Shores Association Rules and Regulation and agree that at all times during the period they occupy the Unit they will comply with said Rules and Regulations and are subject to all disciplinary action that could be taken against an Owner for a violation of said Rules and Regulations.

Date: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

Date: \_\_\_\_\_ By: \_\_\_\_\_

## Exhibit A

EXHIBIT B  
Bonnymede Shores Association

PROCEDURES AND REQUIREMENTS FOR INSTALLATION OF  
ELECTRIC VEHICLE CHARGING STATIONS  
(California Civil Code Section 4745)

Subject to reasonable restrictions adopted by Bonnymede Shores Association, the Association recognizes an Owner's right to install a Vehicle Charging Station ("Charging Station"). In order to install and continue use of a Charging Station, the following restrictions have been adopted by the Association in compliance with California Law:

1. You, the "Applicant" must submit an application to install the Charging Station in the same manner you would submit an application for an architectural modification. The application must show in detail all aspects of the Charging Station including appropriate drawings and specifications. The application will be processed in the same manner as an application for approval of an architectural modification.
2. The Charging Station must be designed, installed and used in compliance with the approved application.
3. The design and use of the Charging Station must meet all applicable laws and ordinances governing the installation and use of a Charging Station. Additionally, the Charging Station must be designed and constructed in compliance with all applicable California Building Codes. Accordingly, the Association will have an appropriate licensed professional inspect the Charging Station you install to ensure compliance therewith. You will be required to pay the cost of the inspection.
4. The Charging Station may only be used for the delivery of electricity from a source outside an electric vehicle into an electric vehicle.
5. In addition to the foregoing requirements, if the Charging Station is to be placed in a Common Area or an Exclusive Use Common Area, the Association will only approve the installation and use of the requested Charging Station provided the Applicant agrees, in writing, to the following requirements which will be noted on the approval, if granted, which approval must be signed by both the Association and Owner:
  - a) The Charging Station must be installed and used in strict compliance with the approval granted as well as that set forth above.
  - b) The Charging Station must be installed by a contractor appropriately licensed for the work being performed.
  - c) Within 14 days of approval, the Owner must provide a certificate of insurance that names the Association as an additional insured under the Owner's insurance policy. Said Policy shall comply

with the provisions of California Civil Codes section 4745 (f)(3). However, if the Owner provides proof of compliance with California Civil Code section 4745 (4), the Owner will be relieved of the requirement to carry insurance as imposed by this paragraph.

d) The Applicant must pay for the electrical usage associated with the Charging Station. Electrical usage will be estimated by the Association and billed from time to time by the Association to the Owner. The charges therefore shall be deemed an assessment and may be collected, if not paid, pursuant to the remedies provided in the Association's governing documents for collection of assessments.

e) The Applicant and each successive owner of the Applicant's Unit shall be responsible for all of the following:

(i) Costs for damage to the Charging Station, Common Area, Exclusive Use Common Area or Separate Interest resulting from the installation, maintenance, repair, removal or replacement of the Charging Station.

(ii) Costs for the maintenance, repair and replacement of the Charging Station until it has been removed and for the restoration of the Common Area or Exclusive Use Common Area.

(iii) The cost of electricity associated with the Charging Station.

(iv) Disclosing to prospective buyers of the existence of a Charging Station of the Owner and related responsibilities of the Owner under California Civil Code section 4745 including those responsibilities imposed by the written approval executed by both the Applicant and Association as described in paragraph 5 above.

6. Except as provided in paragraph 7 below, installation of a Charging Station for the exclusive use of an Owner in a Common Area which is not an Exclusive Use Common Area shall be authorized by the Association only if installation in the Owner's designated parking space is impossible or unreasonably expensive. In such case, the Association shall enter into a license agreement with the Owner for use of the space in the Common Area and the Owner shall comply with all of the requirements set forth in paragraph 5, including subparagraphs 5(a) through 5(e)(iv) above.

7. The Association or Owners may install a Charging Station in the Common Area for the use of all members of the Association and, in that case, the Association shall develop appropriate terms of use for the Charging Station.

8. If the successor in interest to an Owner's Unit does not agree in writing to accept the responsibilities imposed upon an Owner who has installed a Charging Station as set forth in the written approval therefor, and such written acceptance has not been provided to the Association prior to transfer of title, then prior to transfer of title, the Owner must, at the Owner's expense, remove the Charging Station and return the area in which it was installed to the condition it was in prior to installation of the Charging Station.