

**CORONADO CAYS
HOMEOWNERS ASSOCIATION**



HOMEOWNERS ASSOCIATION
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MEMBER HANDBOOK

EFFECTIVE DATE: DECEMBER 2022

MEMBER HANDBOOK

CORONADO CAYS HOMEOWNERS ASSOCIATION

If this document contains any restriction based on age, race, color, religion, sex, gender, gender identity, gender expression, sexual orientation, familial status, marital status, disability, veteran or military status, genetic information, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry, that restriction violates state and federal fair housing laws and is void, and may be removed pursuant to Section 12956.2 of the Government Code by submitting a “Restrictive Covenant Modification” form, together with a copy of the attached document with the unlawful provision redacted to the county recorder’s office. The “Restrictive Covenant Modification” form can be obtained from the county recorder’s office and may be available on its internet website. The form may also be available from the party that provided you with this document. Lawful restrictions under state and federal law on the age of occupants in senior housing or housing for older persons shall not be construed as restrictions based on familial status.

Preface to the Member’s Handbook

The Coronado Cays Homeowners Association is a planned community. This means that many of the things which we do in our community or homes are controlled by a myriad of laws and regulations. They also include Coronado ordinances, the Conditions, Covenants and Restrictions which were imposed upon each lot at the time the Cays was developed, and conclude with the rules adopted by the Board of Directors.

The rules and regulations set forth in this handbook are the rules adopted by various Board of Directors in an effort to address the changing needs of the community while complying with the state laws, municipal ordinances, and our founding documents. Nothing in this handbook is intended to contradict any of these laws or documents, ameliorating some of the conflicts that arise in a small community or are necessary to protect our common areas or property values. While not everyone will agree with every rule, each rule represents the best collective wisdom of our elected representatives.

The purpose of this book is to make these rules and regulations readily available to each property owner, visitor, or tenant.

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1.0 INTRODUCTION

- 1.1 Coronado Cays is a unique marine residential community and a most desirable place to live. It is in our common interest to retain and improve the virtues and advantages inherent in its design.
- 1.2 In order to achieve this, it is necessary to have an established set of standards for guidance to the end that all property owners, tenants and guests will know what conduct and activities have been voted acceptable and desirable by the homeowners.
- 1.3 In an effort to maintain consistency throughout the total community and under the authority granted them in the By-Laws, the Covenants, Conditions and Restrictions (CC&Rs), and condominium plans, your Board of Directors has adopted the enclosed Member Handbook. The enforcement of this document rests with the Board and/or staff.
- 1.4 It is incumbent upon homeowners to take positive steps to ensure, personally or through their agents, that tenants, both short and long-term, are fully aware of these provisions and receive a copy of these rules and acknowledge and comply with them.
- 1.5 Coronado Cays individual homeowners will be held responsible for all acts of their tenants, guests, and children and will be assessed for damage caused by these persons, in accordance with the CC&Rs.
- 1.6 Coronado Cays is part of the City of Coronado and all city ordinances apply. The City and the Association have mutually agreed to a Specific Plan document which provides a comprehensive set of land use regulations for the Coronado Cays. A Special Use Permit (SUP) also exists which specifically covers the waterways and channels.
- 1.7 The Coronado Cays Homeowners Association is a California Mutual Benefit Non-Profit Corporation. In this handbook, it is referred to as the “Association”.
- 1.8 Extra copies of this document are available at no charge from the Administrative Office. The intent is that this document be revised as needed.
- 1.9 Changes to the Members Handbook will be made in accordance with the Davis-Stirling Act.
- 1.10 Any Member who proposes a change to the Member Handbook must include a written statement describing what effect, if any, the proposed changes would have on that member.
- 1.11 This Member Handbook incorporates all Association Resolutions as of December 2022. Please check with the Association concerning resolutions passed after this date.

2.0 USE OF FACILITIES

2.1 Member Standing

Only members and residents in good standing, but not both, may use the Association clubhouses or other common area facilities or amenities. Members transfer their right to use village and common area facilities and amenities to their renters for the duration of their agreement. The Board of Directors may suspend a member's good standing status for violation of any of the following: 1) the Association's Covenants, Conditions and Restrictions, 2) By-Laws, 3) Member's Handbook or 4) for failure to remain current in the payment of assessments or fines. Notwithstanding the above, if a member resides on a portion of a lot that contains an ADU or JADU permitted by the City of Coronado and approved in writing by the Association that member will retain their right to use village and common area facilities and amenities along with transferring any right to use village and common area facilities and amenities to their renters for the duration of the lease agreement.

2.1.1 Definition of a Member eligible to attend board meetings:

- A. Two or more individuals - A person named on the deed may attend the meeting.
- B. Corporation - One officer, one director, or one agent, designated by a corporation's Board of Directors' resolution may attend the meeting.
- C. Trust - A trustee may attend the meeting.
- D. Conservatorship, Guardianship or Estate - The conservator, guardian, executor, administrator, or other court appointed fiduciary may attend the meeting
- E. General Partnership, Limited Partnership or Limited Liability Partnership - One general partner may attend the meeting.
- F. Limited Liability Company - One manager, one officer, or one agent designated by resolution of the members may attend the meeting.

2.2 Clubhouse Use

2.2.1 Villages – Jamaica Village residents may use the Jamaica Village clubhouse. Antigua and Bahama Village residents may use the Antigua/Bahama Village clubhouse. Trinidad and Kingston Village residents may use the Trinidad/Kingston Village clubhouse. Montego Village residents may use the Montego Village clubhouse. Mardi Gras and Port Royale Village residents may use the Mardi Gras/Port Royale Village clubhouse.

2.2.2 Commercial Use – Association clubhouses may not be used for commercial purposes.

2.2.3 Association Sponsored Events – Events may be held in any of the clubhouses, which are sponsored by the Association. Association-sponsored events are defined as events which are open to all members of one or more villages and which receive the approval of the General Manager or applicable Village Director(s). There will be no charge for Association-sponsored events and no use agreement is required. Cleanup costs will be assigned to the Association or the applicable village.

2.2.4 Recurring Events – Member groups, described as recurring events, may use a clubhouse on a regular scheduled basis. Recurring events may be approved by the General Manager or Board of Directors. The approval of a recurring event will be based on the following criteria:

- A. Small groups of 20 persons or less in attendance.
- B. When the purpose for the meeting is social.
- C. Composed primarily of Cays members.
- D. Meeting on a regular, recurring basis.
- E. Hosted by a member in his/her designated clubhouse.
- F. Where food and drinks are only incidental to their purpose.
- G. Pay a onetime refundable security deposit of \$50.00.

Failure to leave the clubhouse properly cleaned will cause a review by the General Manager of the recurring event status and a fee will be deducted from the security deposit to pay for the cleanup. The General Manager will report the circumstances to the Board of Directors and recommend disposition. If there are members of any of these groups who are members from other Cays villages, rotation of functions between the various appropriate village clubhouses is encouraged.

2.2.5 Private Events – A resident may use the clubhouse available in his/her village for a private party. In order to use a clubhouse, a resident must sign a use agreement with the Association, pay a rental fee, and provide a security deposit. The General Manager may direct that all or part of the security deposit be retained by the Association to pay for any of the following:

- A. Cleaning fee surcharges for excessive cleanup.
- B. Damage to common area facilities.
- C. Failure to remove rental equipment.
- D. Fines for violation of the clubhouse use agreement or Association rules.

2.2.5.1 Clubhouse Use – The office staff will provide you with the applicable facility use agreement which lists specific requirements for use of the Clubhouse including: fees, hours of operation, and party requirements.

2.2.5.1.1 All events at the Bahama/Antigua Clubhouse shall end at 10:00 p.m. every day of the week.

2.2.5.1.2 Any Bahama/Antigua resident may reserve the Bahama/Antigua Clubhouse for a private event up to five (5) times in one calendar year without Village Director approval. Additional reservations must be approved by the resident's Village Director, who may decline to approve the private event in order to ensure that there are sufficient available dates, especially on Fridays, Saturdays, Sundays and holidays, for all Bahama and Antigua residents who may wish to reserve the Clubhouse.

2.2.5.2 Clubhouse Capacity – The capacities of each clubhouse area are as follows:

- | | | |
|----|--------------------------|------------|
| A. | Grand Caribe Room | 150 people |
| B. | Antigua/Bahama | 75 people |
| C. | Jamaica | 68 people |
| D. | Trinidad / Kingston | 64 people |
| E. | Mardi Gras / Port Royale | 40 people |
| F. | Montego | 60 people |

2.2.6 Bumping of Recurring Events – A resident in good standing wishing to reserve a clubhouse for a permitted private event may preempt the reservation of a recurring event provided that the resident signs a use agreement with the Association, pays a user fee and provides a security deposit 10 days prior to the date of the reservation. The Association is responsible to notify the recurring event representative at least 9 days prior to the event’s recurring reservation that their event will have to be rescheduled or cancelled. If a recurring event is bumped, they may check for availability of an alternate clubhouse. A representative of the event must be a resident of the village where the event is to be moved.

2.3 Use of Jamaica Village Beach

The private beach is located within the Jamaica Village Clubhouse “Lot 90” and is for the use of the Jamaica Village residents and/or guests accompanied by a resident ONLY. Non-Jamaica Village boats may not land. No pets are allowed in beach area. Barbecuing is not allowed on the beach.

2.4 Tennis Courts

2.4.1 Montego has two tennis courts which are exclusive use of Montego village residents and guests.

2.4.2 Mardi Gras/Port Royale Village Clubhouse has one tennis court which is the exclusive use of Mardi Gras and Port Royale Village residents and guests.

2.4.3 The tennis courts south of the entrance of the Coronado Cays are owned by the City of Coronado. Their use is open to the public and regulated by the City of Coronado.

2.4.4 Association tennis courts are for playing and practicing tennis only.

2.4.5 The following time limitations shall apply to all Association-owned tennis courts.

- A. Practice for 30 minutes
- B. Singles for 60 minutes
- C. Doubles for 90 minutes

2.4.6 Association tennis court hours are 7:00 a.m. to sundown.

2.5 Administrative Charges

- 2.5.1 Escrow and Refinance Fees – Copies of CCHOA documents including Articles of Corporation, CC&Rs, Wharfage CC&Rs, By-Laws, Member Handbook, and the City of Coronado Specific Plan are provided to the membership, lenders, and realtors online at www.cchoa.org and are included with escrow / refinance packets.
- A. HOA Certifications for escrow / refinance packets are \$300.00.
- 2.5.2 Individual “hard copies” of Governing Documents will be provided to homeowners at cost.
- 2.5.3 Member Handbooks and online change of ownership documentation are provided at no cost.
- 2.5.4 Replacement Pool Key Fee – Replacement pool keys shall require a \$100.00 fee.
- 2.5.5 Montego Village Gate Codes and Key & Transmitter Replacement – The charge for a replacement Montego Village security gate key shall be \$100.00. The charge for a replacement gate transmitter shall be \$100.00. Vehicle and pedestrian gate access codes will be issued to residents by staff.
- 2.5.6 Jamaica Village Gate Keys – Keys for the gate on the south end of the Jamaica Village bulkhead sidewalk are available for Jamaica Village Residents only. Each residence is allotted one key and there will be a \$100.00 charge for lost keys.
- 2.5.7 Jamaica Village Clubhouse Restroom Key – Keys to the Jamaica Village Clubhouse restroom will be provided to Cay’s residents renting the Jamaica Village docks for a deposit of \$100.00.

2.6 Pool & Spa Rules

- Jamaica Village residents may use the Jamaica Village pool. Antigua and Bahama Village residents may use the Antigua/Bahama Village pool. Trinidad and Kingston Village residents may use the Trinidad/Kingston Village pool. Montego Village residents may use the Montego Village pool. Mardi Gras and Port Royale Village residents may use the Mardi Gras/Port Royale Village pool. Blue Anchor Village and Green Turtle village assessments do not support the use of a pool.
- 2.6.1 All persons using pools do so at their own risk. Management and owners are not responsible for accidents or injuries. Only those residents of the villages, whose assessment supports a pool and their guests, may use pool facilities. A Board hearing will be held and a fine may be charged to homeowners who trespass or climb over gates.
- 2.6.2 Gates must be secured at all times. Residents must have their pool keys in their possession while in the pool area and agree to provide name and address to Safety Patrol or CCHOA staff while using facilities.
- 2.6.3 Children under the Age of 14 Shall Not Use Pool or Spa without a supervising Parent or Responsible Adult Guardian in Attendance (Title 24, California Code of Regulations).

- 2.6.4 Animals, toys, boogie boards, wetsuits, surfboards, bicycles, skateboards, roller skates, or items that are sharp or dangerous are not allowed in or around the pool area.
- 2.6.5 Food, glass containers, and plastic bags are not allowed in the pool area.
- 2.6.6 Running, loud music, boisterous behavior, unnecessary noise, roughhousing, or harassment of residents, guests, or CCHOA staff is not allowed at any time.
- 2.6.7 Swimsuits are required in the pool and spa area. Diapers are not permitted in pool or spa. Persons wearing bathing attire are not allowed in clubhouse.
- 2.6.8 Pool furniture must be kept in the pool enclosure. Pool equipment shall not be used for play.
- 2.6.9 Management reserves the right to deny use of pool or spa to anyone.
- 2.6.10 Read and follow all posted rules and safety notices. Immediately report any dangerous or unsafe conditions, nonconformance with rules, or maintenance requirements to management. Call (619) 423-4353 or Safety Patrol at (619) 575-8100 to report issues or 911 to report emergencies.
- 2.6.11 Pool Hours are 6:00 a.m. to 10:00 p.m. daily. Pool areas will be locked at 10:00 p.m.
- 2.6.12 Each residence is allowed to bring a maximum of six (6) guests into a swimming pool at one time. An adult resident with an authorized pool key must be present at all times while their guests are at the pool.
- 2.6.13 Spa Use – Elderly persons, pregnant women, infants, and those with health conditions requiring medical care should consult with a physician before entering the spa.
- 2.6.14 Smoking (includes “E Cigarettes, “Vaping”, etc.) is prohibited at pools, spas, and clubhouses.

2.7 Jamaica-Montego Boardwalk Gate

Access to the Jamaica-Montego Boardwalk Gate is restricted to CCHOA Staff and emergency responders only.

3.0 PROHIBITED ACTIVITY

3.1 Common Areas and Malls

Pedestrians have priority on the sidewalks in common areas and malls. Persons using bicycles, skates, skateboards, rollerblades, scooters, or other like devices must yield to pedestrians.

- 3.1.1 Jamaica and Kingston Village waterside walkways are exempt from paragraph 3.1 and are designated for pedestrian use only.

3.2 Laundry

Laundry may be hung out to dry only where it is not visible from the first floor of adjoining properties or from the street.

3.3 Trash Containers

- 3.3.1 In compliance with City regulations, automated waste containers are provided by EDCO, green bin for yard waste and food, blue bin for recycle, and gray bin for household waste. They **MUST** be kept in garages or enclosures except on collection day. The containers shall not be placed on the street earlier than sundown the day before pick up. If a resident's plan on being away on garbage collection day, it is recommended that arrangements be made with a neighbor in advance to remove the trash containers from the curb following collection.

3.4 Sanitation

Trash shall not be allowed to accumulate, but shall be disposed of at the earliest possible pickup date(s) established by the sanitation company servicing the area.

3.5 Flammable Liquid Storage

Quantities of stored fuel shall not exceed two (2) gallons except under a permit obtained from the City of Coronado Fire Department. All such storage shall be in the Fire Department approved security containers.

3.6 Guns & Explosives

The discharge of any gun, pellet-expelling mechanism, sling-shot, firecracker, fireworks, or other explosive device is expressly forbidden in the Coronado Cays.

3.7 Door-to-Door Solicitors

Door-to-door solicitors may work in the Coronado Cays only if they have a valid permit or license from the City of Coronado. Religious and political groups do not need a license or permit. If a solicitor does not have a license, residents are encouraged to call the City of Coronado Police Department or the Coronado Cays Security Department. Individual homeowners may post "NO SOLICITING" sign near their front door. It is illegal for

anyone to solicit at a home with a “NO SOLICITING” sign. Some roads in Coronado Cays are private and have been posted for no soliciting. Roads posted for no soliciting, include Tunapuna, South Cays Court, Delaport, and Montego Court.

3.8 Garage Doors

Garage doors shall be kept closed except when the garage or garage area is in use.

3.9 Vacant Lots and Yard Areas

All vacant lots and yard areas, not owned and maintained by the Association, must be kept suitably landscaped, properly groomed, watered, and free of weeds. Fencing of vacant lots must comply with City ordinances.

3.10 Storage on Lots

No lot shall be used for storage of hazardous materials, construction materials, fill soil (except during actual construction) or accumulated trash. Additionally, no personal property or other items, unless permitted pursuant to the Governing Documents, shall be stored or kept upon any front yard or driveway which can be visible from the street or interferes with the Association’s ability to conduct required maintenance. *(Modified by Resolution 22-08)*

3.11 Car Covers

Covers may be used on parked vehicles provided the color of the car cover is black, white, gray, or a neutral color.

3.12 Business Use of Residence

No professional, commercial or industrial operations of any kind shall be conducted in or upon any residences or the common area except for businesses conducted by tenants under lease of portions of the common area on Grand Caribe Isle approved by the Board, and except for residents conducting business activities within a residence so long as:

- 3.12.1 The existence or operation of the business activity is not apparent or detectable by sight, sound or smell from outside the residence.
- 3.12.2 The business activity conforms to all zoning requirements for Coronado Cays. All business activities, including businesses conducted within a residence, shall maintain a current City of Coronado Business License as required by the City of Coronado.
- 3.12.3 The business activity is consistent with the residential character of Coronado Cays and does not constitute a nuisance, a hazardous, or offensive use, or threaten the safety or security of other residents, as may be determined in the sole discretion of the Board.
- 3.12.4 The terms “business” and “trade” as used in this section, shall have the same meaning as in the Coronado Municipal Code. Notwithstanding the above, the leasing of a residence

shall not be considered a trade or business within the meaning of this section.

3.13 Signs

3.13.1 Commercial Signs – No sign, flag, banner or similar item whose purpose is solely the promotion of a business or commercial enterprise may be displayed anywhere in the Coronado Cays.

3.13.2 Real Estate Signs – Each homeowner is required to assure that signs related to the escrow, sale, lease, rental, and exchange of their property conforms to the regulations in this section.

3.13.2.1 Limitations – Real estate signs may only advertise the following:

- A. The property is for sale, lease, rent or exchange by the owner or his or her agent, including sale pending or in escrow
- B. Directions to the property
- C. The owner's or the agent's name and California Real Estate Number
- D. The owner's or agent's address and telephone number

3.13.2.2 Attachments – Attachments such as flags, banners, attached riders, balloons or promotional paraphernalia are not permitted on real estate signs. However, one (1) 15" x 24" flag is permitted on an Open House sign in front of a home. One professionally and neatly maintained brochure or information box may be attached to a real estate sign. The box may be 12" x 12" x 12".

3.13.2.3 Number of Signs – Only one real estate for sale, rental, or lease sign allowed for each home or unit in the Coronado Cays. Such signs must be removed within seven (7) calendar days after close of escrow, or the signing of a rental or lease agreement. Rental and lease signs shall not be installed continuously as a method of general advertising.

A. For Directional Signs, see Paragraph 3.13.2.6.

B. No other real estate signs are allowed.

3.13.2.4 Appearance – All real estate signs used in the Coronado Cays must be constructed and installed with an attractive, harmonious, and finished appearance. Sloppy hand lettering, irregularly shaped signs, or poor-quality posts are not allowed.

3.13.2.5 Size – The size of one real estate sign allowed for each residence shall not exceed an area of six square feet.

3.13.2.6 Open House, Entry Kiosk, and Directional Signs

- A. Open House Signs are allowed to be attached to approved real estate signs or installed within ten (10) feet of an approved real estate sign. Open house signs may be no larger than 24" X 24" and must display a professional finished appearance.

B. Entry Kiosk Sign

- 1) One (1) removable Open House “Information Here” sign, stored inside the entry kiosk, will be allowed to be placed by the entry kiosk with an Open House Map box attached to it. This sign will invite individuals to stop at the entrance kiosk to pick up an Open House map that will show the locations of open houses throughout the Association. Nothing can be attached to this map.
- 2) This removable sign will be allowed for display only on Wednesdays from 11:00 a.m. to 1:00 p.m. for Realtor “Caravans” and on Saturdays and Sundays between 1:00 p.m. to 4:00 p.m.
- 3) The Open House map will be printed and furnished by a realtor-designated title company. The kiosk safety officer will be responsible for posting, removing, and storing the sign and flyer box according to Open House hours.

C. Directional Signs

- 1) One (1) Open House directional sign will be allowed for placement at each intersection on CCHOA Common Area property leading up to and at the entrance of each village.
- 2) One (1) Open House directional sign will also be allowed at each relevant intersection within each village. Signs may be placed on personal property only with owner’s consent.
- 3) When there is more than one open house on a street, another directional sign may be placed directing visitors toward the other open house.
- 4) Directional signs may be placed at any time that an Open House is being held.
- 5) Directional signs must be standard SDAR Open House red sign of approximately 18” x 24” in the shape of a house. These signs can be purchased from the SDAR Coronado office.
- 6) Directional signs must be furnished and posted by realtors and must be collected immediately after open house showings. To identify ownership, agents may place their names on the white border below the arrow at the sign bottom. No other writing is allowed on the sign.
- 7) No directional signs are allowed on public sidewalks, streets, or on other City of Coronado public property.

3.13.2.7 Location – Real estate signs regarding houses or lots in the Coronado Cays may be installed only in the landscaped area on the front side of the property. Real estate signs may not be attached to the house, condo, window, fence, tree, vehicle, signpost, trellis or any other structure. Real estate signs for units in condominium villages may be installed in the common area on the front side of the unit in the landscaped area. Each village may establish guidelines for the use of the landscaped areas for real estate signs.

3.13.3 Automobile “For Sale” Signs – Automobiles in the Coronado Cays may have one “For Sale” sign in a side or rear window of the car.

3.13.4 Boat “For Sale” Signs – Boats may have one “For Sale” sign no larger than 18 inches by 24 inches.

3.14 Holiday Decorations

Holiday decorations shall be neatly maintained and put up and taken down within a reasonable period of time before and after the observed holidays.

3.15 Basketball Backboards

No permanent basketball backboards may be installed on any residence in the Cays.

Portable basketball backboards may be used in the driveway of the residence, provided the backboards are in good repair and regularly being used as determined by the Board and/or the General Manager. Additionally, owner must obtain prior written approval from the Association by submitting an Administrative Approval request before utilizing or keeping a portable basketball backboard in driveway and renew annually thereafter in the month of January. No basketball backboards may be kept or used at any time on Association Common Area or Association maintained streets. (*Modified by Resolution 22-10*)

3.16 Nuisance

No noxious or offensive activity shall be carried on in any residence or in any common area, nor shall anything be done therein which will constitute nuisance to the other owners.

3.17 Outdoor Lighting

3.17.1 Purpose – In order to preserve and enhance the unique qualities of the Coronado Cays residential neighborhoods and its visual environment, it is essential to encourage the highest quality of outdoor night-time lighting through the adoption of lighting standards.

This rule is intended to reduce problems created by improperly designed and incorrectly installed outdoor lighting, particularly in the Cays’ residential zones. It is intended to provide for security and security concerns, without contributing to the problems associated with glare, light trespass, or sky glow, and to promote the efficient use of energy.

This rule establishes certain regulations intended to limit the uses of outdoor lighting installed by homeowners to certain appropriate land uses and to prohibit the use of certain

lighting fixtures.

This rule recognizes the benefits of outdoor night-time lighting and provides clear guidelines for its design and installation to help maintain and complement Coronado Cays' character. This rule shall apply to all existing and future lighting installations that have been or will be installed in the Coronado Cays.

3.17.2 Outdoor Lighting Definitions – For the purposes of this rule, the following words and phrases shall have the meanings set forth herein:

- A. ADJACENT. Immediately next to.
- B. AMBIENT LIGHTING. The general character and overall level of illumination in a particular area.
- C. DIRECT UPWARD LIGHT EMISSION. Light rays that are emitted from a fixture that are above a horizontal plane intersecting that light source or fixture.
- D. GLARE. Brightness in the field of view that is sufficiently greater than the amount to which the eye is adapted, causing annoyance, discomfort, or loss of visual performance and visibility.
- E. LASER LIGHTS. A laser source light, or any similar high intensity light, used for outdoor advertising or entertainment, when projected above the horizontal.
- F. LIGHT SOURCE. Any man-made light source or collection of light sources that produce light by any means.
- G. LIGHT TRESPASS. Light produced by a Lighting Fixture that illuminates a surface beyond the boundaries of the property on which it is located or which shines into an adjacent neighbor's sleeping area.
- H. LIGHTING FIXTURE. A complete unit consisting of a Light Source together with housing and parts designed to distribute and aim the light, located outside a building, including but not limited to, fixtures attached to any part of a structure, located on the surface of the ground, or located on free standing poles.
- I. LOW VOLTAGE. Operating at 24 volts or less or as defined by Section 551-2 of the National Electrical Code (1993 edition) or as such Code is subsequently amended from time to time.
- J. NUISANCE LIGHTING. Includes, but is not limited to, Glare, Light Trespass, and Sky glow.
- K. OUTDOOR LIGHTING. The night time illumination of an outside area or object, or any man-made light emitting object located outdoors.

- L. **OUTDOOR RECREATIONAL COURT.** Includes, but is not limited to, a field, court, or other area, whether permanent or temporary, designed or used for playing any sport or game, such as tennis, volleyball, basketball, or badminton, or similar outdoor game or sport, but not including lighting for a swimming pool which is located beneath the surface of the water.
- M. **SEARCHLIGHT.** A mobile or fixed projector designed to produce an approximately parallel beam of light which is aimed above the horizontal plane, the use of which includes, but is not limited to, advertising for special events.
- N. **SHIELDED.** A Lighting Fixture having a configuration of the housing or optics that prevents a direct view to the light source from normal viewing angles (i.e., less than 20° above the horizontal plane).
- O. **SKYGLOW.** The adverse effect of brightening of the night sky due to man-made lighting.

3.17.3 Certain Lighting Prohibited.

- A. **GENERAL PROHIBITIONS.** The use of the following Lighting Fixtures by a homeowner shall be prohibited in all zones of the Cays:
 - 1) Mercury vapor and low or high-pressure sodium fixtures and lamps except when used for landscape lighting accent purposes.
 - 2) Lighting Fixtures mounted in such a way as to illuminate a roof or an awning.
 - 3) Lighting Fixtures mounted to aim light only towards a property line.
 - 4) Lighting that is blinking, moving, or which changes in intensity except temporary lighting fixtures installed and used only during normal holiday periods such as the period between the last week of November and first week of January of the following year and provided that such lights are turned off no later than 10:00 p.m.
- B. **OUTDOOR RECREATIONAL COURT LIGHTING IN RESIDENTIAL AREAS.** The lighting of a privately owned Outdoor Recreational Court is prohibited in all residential zones of the Coronado Cays.

3.17.4 Certain Lighting Exempted. The use of the following Lighting Fixtures and Light Sources are exempted from this rule:

- A. **LOW VOLTAGE FIXTURES.** Low Voltage lighting except for those Fixtures regulated pursuant to subsection 3.17.3 above.
- B. **CONTROLLED FIXTURES.** A Lighting Fixture controlled by a motion detector in a residential zone provided the motion detector is predominantly in the off mode

and it is installed to minimize Nuisance Lighting.

3.17.5 Control of Nuisance Lighting in Residential Zones.

- A. **GENERALLY.** Outdoor lighting in residential zones and outdoor lighting on real properties adjacent to residential zones shall be designed, installed, and operated so that it is compatible with the ambient lighting of the neighborhood in which it is located. Such lighting shall be designed, installed, and operated to control glare, prevent light trespass onto adjacent areas, minimize direct upward light emission, promote effective security, and avoid interference with safe operation of motor vehicles. The minimum intensity needed for the intended purpose shall be used.
- B. **ENFORCEMENT.** The general manager shall be responsible for the enforcement of this Rule provided, however, that enforcement shall occur only upon a written complaint and upon a determination by general manager that the light or lights constitutes Nuisance Lighting which is unreasonably and negatively affecting a neighboring resident. Upon such a determination, the light or lights shall constitute a public nuisance which may be abated by the Board of Directors and which, if necessary, may be enjoined by a court of competent jurisdiction.
- C. **ENFORCEMENT MEASURES.** Prior to the initiation of legal measures for the enforcement of this Section, the general manager shall attempt to remedy a reasonable complaint concerning Nuisance Lighting by recommending or, if necessary, by requiring the property owner of the property from which the light emanates to take appropriate steps to eliminate the Nuisance Lighting. Such steps may include, but are not limited to, each of the following (or any combination thereof) in the priority listed herein:
 - 1) The use and application of appropriate lighting equipment, fixture locations, shielding, light sources and illumination intensities, and through the elimination of unnecessary lighting.
 - 2) Nuisance Lighting control through the use of vegetation, landscaping, fences or similar screening methods and fixture aiming adjustments.
 - 3) Restrictions on the hours of operation or by requiring the use of motion detector switches or timers to trigger the lights only on an as needed basis.
- D. **PRIVATE RIGHT OF ACTION.** Any aggrieved person may enforce the provisions of this Section by means of a civil action seeking injunctive relief in a court of competent jurisdiction.

3.18 Fire Pits

The use of any fire pit that burns wood, charcoal, wood chips or similar material is prohibited on any patio or balcony in Antigua, Kingston, Montego, or Mardi Gras Villages. Gas burning fire pits are allowed as well as cooking on gas grills, specifically manufactured

for cooking, provided they comply with all municipal ordinances and all applicable county, state and federal laws.

4.0 PET REGULATIONS

4.1 Introduction

The Coronado Cays Homeowners Association has adopted and incorporated most of the City of Coronado ordinances regulating pets into this Member Handbook. This means that a violation of any of the following rules is also a separate violation of a city ordinance. Applicable city ordinances are as shown.

4.2 Cats

4.2.1 Cats at Large - (CMC 32.12.020) It is unlawful for any person having control, harboring, or having ownership of any cat:

- A. To suffer, allow, or permit the cat to run at large upon any street, land, park, other public place, or private property under the control of another person.
- B. To fail to keep the cat in such manner that the peace and quiet of another person or the traveling public is not disturbed.

4.3 Dogs

4.3.1 Protection of Public from Dogs - (CMC 32.08.040) Any person owning, having custody or control of a dog shall at all times prevent the dog from attacking, biting or otherwise causing injury to any person or animal engaged in a lawful act; from interfering with the lawful use of public or private property; or from damaging personal property which is lawfully upon public property or upon private property with the permission of the person who owns or has the right to possess or use the private property.

4.4 Animals

4.4.1 Disturbing the Peace and Quiet - (CMC 32.04.060) No person shall own or harbor an animal in such a manner that the peace or quiet of another person is unreasonably disturbed. The keeping or maintenance, or the permitting to be kept or maintained, on any premises owned, occupied, or controlled by any person of any animal which, by any frequent or long continued noise, shall cause unreasonable annoyance or discomfort to any person of normal sensitivity in the vicinity, shall constitute a violation.

4.4.2 Animals At Large – Unrestrained - (CMC 32.04.060) No person owning, having an interest in, harboring, or having the care, charge, control or possession of any animal shall allow such animal to be, remain, go or run at large within the City of Coronado, except dogs are allowed to be off leash in dog run areas designated by the City Council, provided they remain under control of their owner/custodian. The southwest corner of the Coronado Cays Park has been designated as a dog run by the Council.

- 4.4.2.1 At large means being on any private property without permission of the person who owns or has a right to possess or use the property, or unstrained by a leash on either public property, unless expressly permitted by law, or private property open to the public, or in any place or manner which presents substantial risk or imminent interference with any animal, or to public health, security or welfare.
- 4.4.3 Committing a Nuisance: Defecation/Urination - (CMC 32.04.070) No person shall allow an animal in his/her custody to defecate or to urinate on another person's property, without permission, except in an established dog run.
- 4.4.3.1 It is the duty of all persons having control of an animal to immediately remove any animal's feces to a proper receptacle designed for public use, or to a private trash receptacle with the express consent of the owner.
- 4.4.3.2 The custodian of an animal, when such custodian and animal are on public or common property, must carry equipment (pooper scooper or plastic bag) to pick up the animal feces and contain it until put in a proper receptacle.
- 4.4.3.3 Any resident owning, having and interest in, harboring or having the care, charge control or possession of an animal allows defecation on a private property or common areas and does not immediately remove, place in a closable bag or container and deposit such defecation in trash receptacle designated for public use or in a private trash receptacle will be assessed a fine of \$300.00.

5.0 DOCKS AND WHARFAGE

5.1 General Rules

- 5.1.1 Wharfage CC&Rs – All docks within the Coronado Cays are subject to the Wharfage CC&Rs.
- 5.1.2 Dock Usage – All docks within the Coronado Cays may only be used for the purpose of berthing noncommercial boats owned by persons who reside in the Coronado Cays or who own property in the Coronado Cays.
- 5.1.3 Liveaboards – Liveaboards are not allowed on any boat docked or moored in the Coronado Cays. Persons found to be living on board will be immediately evicted.
- 5.1.4 Dock Appearance and Maintenance – All docks and pilings must be maintained in a neat, clean, safe, and useable condition. Privately owned docks that deteriorate to the point that they are no longer safe and useable may be removed by the Association and the cost of such removal may be billed to the owner of the dock.
- 5.1.5 Dock Alteration – There shall be no structural alteration, construction, or removal of any wharf, boat slip, dock, or other structure in the Coronado Cays Wharfage Area that is not in compliance with the Coronado Cays Wharfage CC&Rs.
- 5.1.6 Boat Ownership and Insurance – All boat owners or residents are required to provide evidence of ownership and insurance of any boat berthed in their assigned slip, annually to CCHOA. All boat owners and residents berthed in Association owned docks (Antigua, Jamaica, and Kingston Villages) must ensure that the Coronado Cays Homeowners Association is shown as an additional insured on the policy.
- 5.1.7 Navigational Aids – Navigational aids demark the channel east and north of Coronado Cays. Any person who damages a navigational aid is required to report the damage to the Association and the U. S. Coast Guard. Failure to notify the U.S. Coast Guard is a federal criminal violation.

5.2 Use of Boats in the Coronado Cays

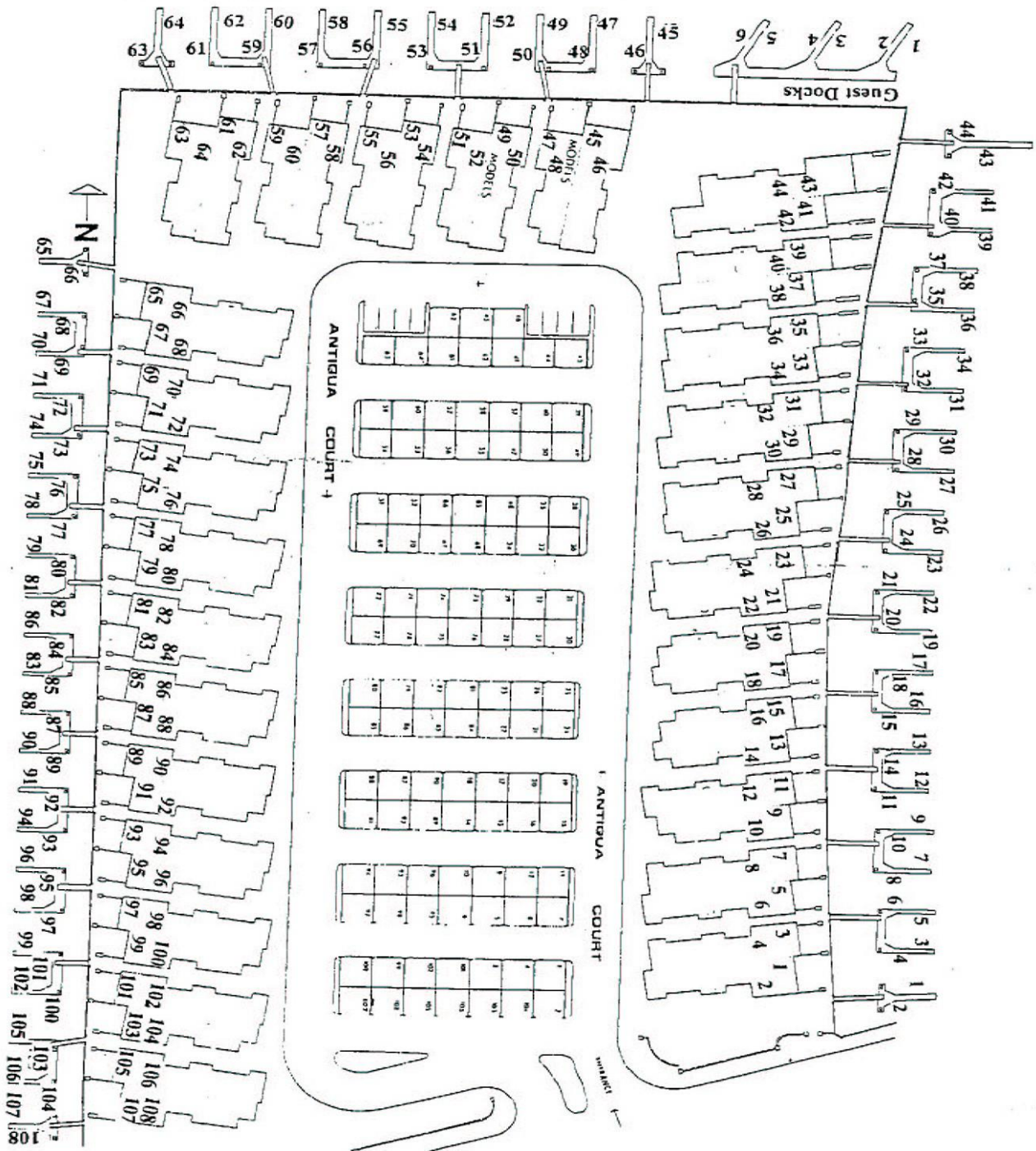
- 5.2.1 Condition of Boats – All boats docked or moored in the Coronado Cays must be maintained in a neat, clean, and operable condition at all times. Boat covers must not be ripped or torn. Any repairs or maintenance work must not significantly degrade the appearance of the boat and must comply with all applicable environmental and Clean Marina rules. Smells or noises emitting from boats are a nuisance and are prohibited.
- 5.2.2 Boat Operation – Motor-driven boats are limited to a speed that creates no wake and a speed of no more than 5 mph within 300 feet of any residential property in the Coronado Cays.
- 5.2.3 Boat Docking – No boat shall be docked stern towards the bulkheads.

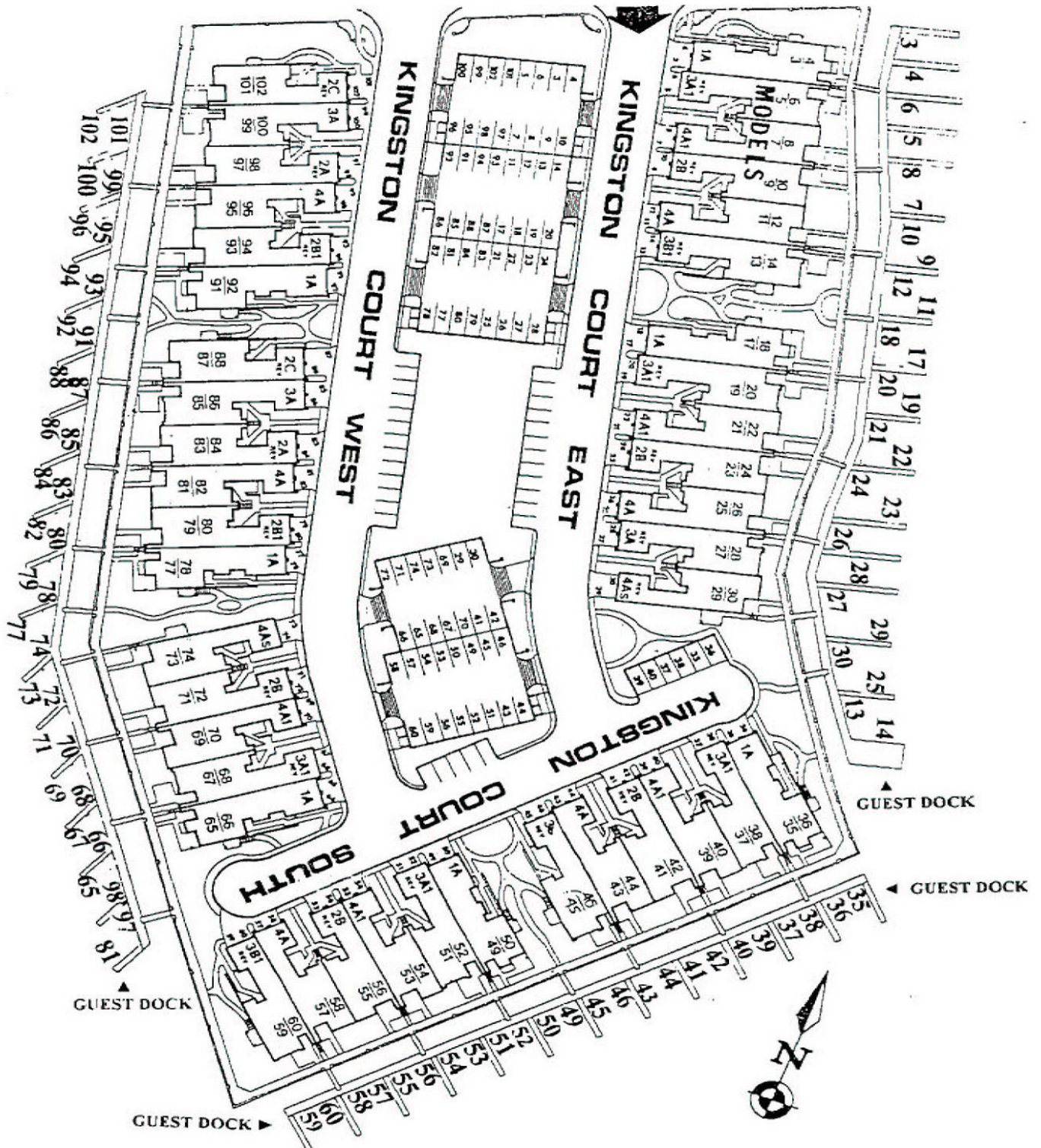
5.3 Association Owned Docks (Antigua, Jamaica & Kingston Villages)

- 5.3.1 Jamaica Village – Docks in Jamaica Village may be rented to any resident or owner in the Coronado Cays upon CCHOA approval. Jamaica Village residents will have priority. The CCHOA Board will set fees for the rental of Jamaica Village slips and shall govern matters related to slip rentals.
- 5.3.2 Assignment of Slips in Antigua and Kingston Villages – Condominium slips in Antigua and Kingston Villages are permanently assigned to specific units. Each slip is for the exclusive use of the assigned unit owner in the same way that unit owners are assigned carport spaces, garages and patios. Only persons who own or rent property in Antigua or Kingston Villages may berth their boat in their respective village. No slip in Antigua or Kingston Villages may be rented, loaned, or leased to any person who is not an owner or resident in that village.

5.3.2.1

Antigua Dock Assignment – The map below shows the assigned dock spaces in Antigua Village.





5.3.2.3 Exchange of Slips – Slips may not be permanently sold or exchanged. Slips may be temporarily exchanged within Antigua or Kingston Villages with the mutual consent of two owners of units in those respective Villages. Owners who want to temporarily exchange docks must sign a letter approving the exchange, which letter must also be signed by the Village Director and Association General Manager. All temporary exchanges may be terminated by either party at any time. If a temporary exchange is terminated, the owners shall notify the Association. All exchanges automatically terminate upon the sale of either unit.

5.3.2.4 Guest Docks in Antigua and Kingston Villages – Guest docks in Antigua and Kinston Villages are for the exclusive use of owners, residents, and guests. A resident or owner may request that a boat be berthed in a guest dock for no more than one 7-day period in any 30-day period. The owner or resident requesting the use of a guest dock must contact the Association and complete a guest dock use form before the General Manager will issue permission to berth a boat at a guest dock. The General Manager may, in consultation with the Village Director, approve berthing any boat in a guest dock for longer than 7 days, however, a rental fee may be charged.

5.3.3 Maximum Boat Sizes

5.3.3.1 *Maximum Boat Sizes for Antigua Village Docks – Boats berthed on the North or East side of Antigua Village may NOT extend more than seven (7) feet beyond the end of the boat slip finger on the channel side. Boats berthed on the West side of Antigua Village may NOT extend more than five (5) feet beyond the end of the boat slip finger on the channel side. No boat berthed in Antigua Village may extend more than half the distance to an adjoining finger.

5.3.3.2 Maximum Boat Sizes for Antigua Village Docks

AV Unit #	Max Overall Boat Length Permitted*	Max Overall Beam Width Permitted	AV Unit #	Max Overall Boat Length Permitted*	Max Overall Boat Width Permitted
1	43 ½ feet	13 ¼ feet	55	46 ½ feet	14 ¼ feet
2	43 ½ feet	15 feet	56	40 ½ feet	13 ½ feet
3	39 feet	12 ½ feet	57	46 ½ feet	15 feet
4	45 ½ feet	13 ½ feet	58	40 ½ feet	13 ½ feet
5	39 feet	12 ½ feet	59	40 ½ feet	13 ½ feet
6	45 ½ feet	12 ½ feet	60	46 feet	15 feet
7	39 ½ feet	12 ½ feet	61	46 feet	13 ½ feet
8	45 ½ feet	12 ½ feet	62	40 ½ feet	13 ½ feet
9	45 ½ feet	12 ½ feet	63	43 ½ feet	15 feet
10	39 ½ feet	12 ½ feet	64	43 ½ feet	13 ½ feet
11	45 ½ feet	12 ½ feet	65	36 ½ feet	15 feet
12	39 ½ feet	12 ½ feet	66	36 ½ feet	15 feet
13	45 ½ feet	12 ½ feet	67	36 1/3 feet	15 feet
14	39 ½ feet	12 ½ feet	68	30 1/3 feet	12 ½ feet
15	45 ½ feet	12 ½ feet	69	36 ½ feet	13 feet
16	39 ½ feet	12 ½ feet	70	30 1/3 feet	12 ½ feet

AV Unit #	Max Overall Boat Length Permitted*	Max Overall Beam Width Permitted	AV Unit #	Max Overall Boat Length Permitted*	Max Overall Boat Width Permitted
17	45 ½ feet	12 ½ feet	71	36 ½ feet	13 feet
18	39 ½ feet	12 ½ feet	72	30 1/3 feet	12 ½ feet
19	45 ½ feet	12 ½ feet	73	36 1/3 feet	12 ½ feet
20	39 1/3 feet	12 ½ feet	74	30 1/3 feet	12 ½ feet
21	45 ½ feet	12 ½ feet	75	36 1/3 feet	12 ½ feet
22	39 1/3 feet	12 ½ feet	76	30 1/3 feet	12 ½ feet
23	45 ½ feet	12 ½ feet	77	36 ½ feet	12 ½ feet
24	39 ½ feet	12 ½ feet	78	30 1/3 feet	12 ½ feet
25	45 ½ feet	12 ½ feet	79	36 ½ feet	12 ½ feet
26	39 1/3 feet	12 ½ feet	80	30 1/3 feet	12 ½ feet
27	43 1/3 feet	12 ½ feet	81	30 1/3 feet	12 ½ feet
28	37 1/3 feet	12 ½ feet	82	36 ½ feet	12 ½ feet
29	43 1/3 feet	12 ½ feet	83	30 1/3 feet	12 ½ feet
30	37 1/3 feet	12 ½ feet	84	30 1/3 feet	12 ½ feet
31	43 1/3 feet	12 ½ feet	85	36 ½ feet	12 ½ feet
32	37 1/3 feet	12 ½ feet	86	36 ½ feet	12 ½ feet
33	43 1/3 feet	12 ½ feet	87	30 1/3 feet	12 ½ feet
34	37 1/3 feet	12 ½ feet	88	36 ½ feet	12 ½ feet
35	37 1/3 feet	12 ½ feet	89	36 ½ feet	12 ½ feet
36	43 1/3 feet	12 ½ feet	90	30 1/3 feet	12 ½ feet
37	43 1/3 feet	12 ½ feet	91	36 ½ feet	12 ½ feet
38	37 1/3 feet	12 ½ feet	92	30 1/3 feet	12 ½ feet
39	50 ¼ feet	12 ½ feet	93	36 ½ feet	12 ½ feet
40	50 ¼ feet	13 ½ feet	94	30 1/3 feet	12 ½ feet
41	50 ¼ feet	12 ½ feet	95	30 1/3 feet	12 ½ feet
42	58 ¼ feet	12 ½ feet	96	36 ½ feet	12 ½ feet
43	51 feet	12 ½ feet	97	36 ½ feet	12 ½ feet
44	51 feet	15 feet	98	30 1/3 feet	12 ½ feet
45	41 ½ feet	15 feet	99	36 ½ feet	12 ½ feet
46	41 ½ feet	14 ½ feet	100	36 ½ feet	12 ½ feet
47	46 feet	14 ½ feet	101	30 1/3 feet	12 ½ feet
48	40 feet	13 ½ feet	102	30 1/3 feet	12 ½ feet
49	40 feet	13 ½ feet	103	30 1/3 feet	12 ½ feet
50	46 feet	14 1/3 feet	104	36 ½ feet	12 ½ feet
51	40 feet	13 2/3 feet	105	36 ½ feet	12 ½ feet
52	46 ½ feet	14 1/3 feet	106	30 1/3 feet	12 ½ feet
53	46 ½ feet	14 ¼ feet	107	32 1/3 feet	12 ½ feet
54	40 feet	13 2/3 feet	108	32 1/3 feet	15 feet

***Maximum overall boat length is defined as the overall measurement from bowsprit to swim step.**

5.3.3.3 **** Maximum Boat Sizes for Kingston Village Docks** – Boats berthed on the South or East side of Kingston Village may NOT extend more than seven (7) feet beyond the end of the boat slip finger on the channel side. Boats berthed on the West side of Kingston Village may NOT extend more than five (5) feet beyond the end of the boat slip finger on the channel side. No boat berthed in Kingston Village may extend more than half the distance to an adjoining finger.

5.3.3.4 **Maximum Boat Sizes for Kingston Village Docks**

KV Unit #	Max Overall Boat Length Permitted**	Max Overall Beam Width Permitted	KV Unit #	Max Overall Boat Length Permitted**	Max Overall Boat Width Permitted
3	55 feet	16 feet	54	41 feet	12 ½ feet
4	58 feet	16 feet	55	41 feet	12 ½ feet
5	55 feet	16 feet	56	41 feet	12 ½ feet
6	55 feet	16 feet	57	41 feet	12 ½ feet
7	48 feet	15 ½ feet	58	41 feet	12 ½ feet
8	50 feet	15 ½ feet	59	41 feet	12 ½ feet
9	44 feet	15 ½ feet	60	41 feet	12 ½ feet
10	44 feet	15 ½ feet	65	32 ½ feet	11 ½ feet
11	44 feet	13 ½ feet	66	32 ½ feet	11 ½ feet
12	44 feet	13 ½ feet	67	32 ½ feet	11 ½ feet
13	46 feet	13 ½ feet	68	32 ½ feet	11 ½ feet
14	46 feet	15 ½ feet	69	32 ½ feet	11 ½ feet
17	44 feet	13 ½ feet	70	32 ½ feet	11 ½ feet
18	44 feet	13 ½ feet	71	32 ½ feet	11 ½ feet
19	44 feet	13 ½ feet	72	32 ½ feet	11 ½ feet
20	44 feet	13 ½ feet	73	32 ½ feet	11 ½ feet
21	44 feet	14 ½ feet	74	32 ½ feet	1 ½ feet
22	44 feet	14 ½ feet	77	32 ½ feet	11 ½ feet
23	56 feet	15 ½ feet	78	32 ½ feet	11 ½ feet
24	52 feet	15 ½ feet	79	32 ½ feet	11 ½ feet
25	52 feet	14 ½ feet	80	32 ½ feet	11 ½ feet
26	60 feet	16 feet	81	32 ½ feet	11 ½ feet
27	60 feet	15 ½ feet	82	32 ½ feet	11 ½ feet
28	62 feet	16 feet	83	32 ½ feet	11 ½ feet
29	55 feet	15 ½ feet	84	32 ½ feet	11 ½ feet
30	52 feet	14 ½ feet	85	32 ½ feet	11 ½ feet
35	41 feet	12 ½ feet	86	32 ½ feet	11 ½ feet
36	41 feet	12 ½ feet	87	32 ½ feet	11 ½ feet
37	41 feet	12 ½ feet	88	32 ½ feet	11 ½ feet
38	41 feet	12 ½ feet	89	32 ½ feet	11 ½ feet
39	41 feet	12 ½ feet	91	32 ½ feet	11 ½ feet
40	41 feet	12 ½ feet	92	32 ½ feet	11 ½ feet
41	41 feet	12 ½ feet	93	32 ½ feet	11 ½ feet
42	41 feet	12 ½ feet	94	32 ½ feet	11 ½ feet
43	41 feet	12 ½ feet	95	32 ½ feet	11 ½ feet

KV Unit #	Max Overall Boat Length Permitted**	Max Overall Beam Width Permitted	KV Unit #	Max Overall Boat Length Permitted**	Max Overall Boat Width Permitted
44	41 feet	12 ½ feet	96	32 ½ feet	11 ½ feet
45	41 feet	12 ½ feet	97	32 ½ feet	11 ½ feet
46	41 feet	12 ½ feet	98	32 ½ feet	11 feet
49	41 feet	12 ½ feet	99	32 ½ feet	11 ½ feet
50	41 feet	12 ½ feet	100	32 ½ feet	11 ½ feet
51	41 feet	12 ½ feet	101	32 ½ feet	11 ½ feet
52	41 feet	12 ½ feet	102	32 ½ feet	11 ½ feet
53	41 feet	12 ½ feet			

**** Maximum overall boat length is defined as the overall measurement from bowsprit to swim step.**

5.3.4 Dock Uses – Nothing may be built on or attached to any dock in Antigua, Jamaica, Kingston Villages and Trinidad Village Clubhouse Docks without the written permission of the Association. *(Modified by Resolution 22-06)*

5.3.4.1 Head walks and Finger Docks *(Modified by Resolution 22-06)*

- A. Head walks shall be kept clear at all times.
- B. Finger docks shall be kept clear at all times in Antigua and Jamaica Villages and the Trinidad Village Clubhouse Docks.
- C. Paddle boards and small boats such as kayaks may be stored on the fingers of docks in Kingston Villages only by the mutual consent of both of the owners who have exclusive use of the two slips served by the finger. Mutual consent must be agreed upon in writing, signed by the owners, and submitted to the Village Director and General Manager. Clear access from the head walk to the end of the finger must be present at all times.
- D. The following items are the only items that may be approved by the Association for installation on or attachment to a dock in Kingston, Jamaica, or Antigua Villages and at the Trinidad Village Clubhouse Docks:
 - 1) Dinghy/Jet Ski docks
 - 2) Anti-fouling Tub
 - 3) Hydro Hoist (\$2,000.00 deposit required prior to approved installation)
 - 4) Boarding steps for access to moored boat. The steps must be of light weight construction and may not be used as a storage locker
 - 5) Emergency Ladders – Requires an Administrative Approval, a signed Use Agreement, and must be installed by CCHOA (Antigua and Kingston Villages only)
 - 6) Security/Safety Lighting
 - 7) Storage boxes for docks are provided by the Association and are located on the head walks. No other storage container is permitted on the head walks or finger docks

- 8) Storage racks for paddle boards and small boats such as kayaks. Must be attached to the bulkhead side of the head walk, such that they do not extend over the head walk. Requires an Administrative Approval, a signed Use Agreement, and must be installed by CCHOA (Antigua and Kingston Villages only)

To obtain approval for the installation of any of the above items, an Administrative Approval form must be executed by the owner of the unit and the General Manager. Administrative Approval forms can be obtained at the Association office. In addition, a License and Indemnity Agreement, as described in Section 9.17 may be required.

- 5.3.4.2 No Open Flame Devices – No open flame devices such as fire pits or grills or any flammable materials may be used on any Association docks.

5.3.5 Dinghy Docks

- 5.3.5.1 Association Approval of Dinghy Docks – Dinghy docks may only be used for storing small watercraft. The construction and/or installation of any dinghy dock must be approved in advance by the Association.

- 5.3.5.2 Location of Dinghy Docks – Dinghy docks in Antigua, Jamaica, and Kingston Villages may be attached to the head walk within the space of the owner's assigned boat slip and must allow enough space for the offloading of watercraft on adjacent dinghy docks. Additionally, dinghy docks may be attached to the head walk between the dock and bulkhead, as close as possible and practical to the unit owner's boat slip, in Antigua and Kingston Villages.

- 5.3.5.3 Construction and Size of Dinghy Docks – The dinghy dock must be constructed of marine grade materials and be either:

- A. Wood Docks – treated lumber or polymer-wood (e.g., Trex), left unpainted. All hardware must be galvanized or stainless steel. Rubber bumpers must be white and nailed with aluminum nails, and must use sealed, enclosed flotation; or
- B. Watercraft Docks – polyethylene with enclosed foam flotation.
- C. The maximum size shall be seven (7) feet by ten (10) feet. The dinghy dock must leave seven (7) feet of clear waterway between the bulkhead and the closest portion of the dock or stored watercraft.

- 5.3.5.4 Attachment of Dinghy Docks – The dinghy dock must be designed to float independently from the head walk and within 6 inches of the head walk. Dinghy docks should be attached either:

- A. Wood docks – by means of lines between cleats on the dinghy dock and the head walk. Fenders should be placed between the dinghy dock and the head walk; or

- B. Watercraft docks – by means of Schedule 80 four-inch PVC pipe offsets or galvanized pipe offsets which keep the dinghy dock away from the head walk while allowing independent vertical movement.
- C. A dinghy dock frame cutout for pilings is recommended if needed. A two-inch clearance should be maintained between the dinghy dock and the head walk frame around the piling.

5.3.5.5 Damage Caused by Dinghy Docks – Owners are required to reimburse the Association for any damage caused by the dinghy docks. Dinghy docks that are not properly maintained or that damage the head walk will be removed at the owner's expense.

6.0 STREETS, VEHICLES AND PARKING

6.1 Streets

All streets in the Coronado Cays are owned by the City of Coronado, except Montego Court, Delaport, Tunapuna Lane and South Cays Court. Enforcement of driving and parking regulations on public streets are the exclusive responsibility of the Coronado Police Department. Driving and parking regulations on private streets may be enforced by either the Coronado Police Department or Cays Staff and Safety Patrol.

6.2 Garage Requirements

The Coronado Cays Specific Plan requires that each dwelling be provided with a minimum of two (2) conveniently accessible, continuously usable and fully enclosed off-street parking spaces of dimensions per the Specific Plan. If a garage is converted to an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU) it must be permitted by the City of Coronado and receive prior written approval by the Association. ADUs/JADUs and garage conversions are prohibited in all condominium villages.

ADUs and JADUs must comply with City of Coronado Ordinance 86.56.105(B)(12), or as otherwise approved in writing by the Association. City of Coronado Ordinance 86.56.105(B)(12) states:

- A. A maximum of one parking space shall be required for each ADU.
- B. No additional parking is required for a JADU.
- C. When additional parking is required for an ADU, the parking may be provided as tandem parking, may be covered or uncovered, and may be located within side and rear yard setback areas. ADU parking within the front yard setback area is limited to within an existing driveway.
- D. If an ADU or JADU replaces an existing garage or other required parking, replacement spaces shall be provided. When required parking is removed in conjunction with the establishment of an ADU, required replacement spaces may be covered or uncovered and may be located within side and rear yard setback areas. Parking within the front yard setback area is limited to within an existing driveway.

6.3 Public Parking

Parking on the public streets within the Coronado Cays shall be subject to the provisions of the Coronado Municipal Code, which shall be enforced by the City of Coronado Police Department. The Association Safety Patrol assists the City Police Department by marking the tires of vehicles. Vehicles, which are not moved for 72 hours, are subject to being ticketed or towed.

- 6.3.1 Parking and Storage on Lots – No boat, trailer, motor vehicle, machinery, equipment or material may be stored outside on any single-family lot in the Coronado Cays. Boats, trailers or motor vehicles may be parked in a driveway for up to 72 hours provided they are in operable condition, not blocking the sidewalk, and parked perpendicular to the street.

6.3.2 Restricted Parking Areas – No vehicle shall be parked in a marked fire lane, within fifteen (15) feet of a fire hydrant, in a parking space designated for handicapped persons without proper authority, or in a manner which interferes with any entrance to or exit from a driveway or garage. No vehicle shall be parked in a red zone.

6.3.3 Towing – Any vehicle not in compliance with the above sections may be towed in accordance with the provisions of California Vehicle Code Section 22658 and 22658.2 or their successor statutes.

6.4 Private Parking Areas

Private parking areas in the Coronado Cays include the following:

6.4.1 Clubhouse parking at Antigua/Bahama, Trinidad/Kingston, and Port Royale/Mardi Gras.

6.4.2 All parking and driving areas behind the Montego Village security gate.

6.4.3 Bahama and Trinidad Village off-street parking areas.

6.4.4 All of Delaport, South Cays Court, and Tunapuna Lane.

6.5 Private Parking Area Regulations

Parking in common areas and on privately owned streets within Coronado Cays shall be subject to the following regulations and shall be enforced by the Coronado Cays Homeowners Association:

6.5.1 Obstruction of Sidewalks – No vehicle shall be parked on or across sidewalks, or in any manner that restricts pedestrians' use of sidewalks.

6.5.2 Large Vehicles – No motor homes, trailers, campers, boats, or vehicles having a manufacturer's gross weight rating of 10,000 pounds or more, shall be parked on the private streets or common areas within Coronado Cays without a City of Coronado Oversize Vehicle Permit.

6.5.3 Clubhouse Parking – Parking in designated clubhouse parking lots is for the purpose of attending a function at a clubhouse or adjoining common area facility. During such time, no vehicle shall be parked there for more than eight (8) consecutive hours. Violators may be towed.

6.5.4 72-Hour Parking Maximum for Private Streets & Off-Street Common Areas (Except Clubhouse) – No vehicle shall remain parked in the same parking place for more than seventy-two (72) consecutive hours.

6.5.5 Red Zones – No vehicles shall be parked in red zones.

- 6.5.6 Guest Parking – Private parking areas marked “Guest Parking Only” shall be used by guests for overnight parking of vehicles. For the purpose of this section, guests are defined as persons living in a Cays living unit for 30 days or less.
- A. Commercial vehicles can use private parking areas in Montego and Mardi Gras Villages marked “Guest Parking Only” while providing contracted services to individual residents of those villages or the Village between the hours of 6:30 a.m. and 7:30 p.m. Construction noise curfew rules of Section 9 apply.
- 6.5.7 Inoperable Vehicles – Inoperable vehicles, defined as any vehicle not displaying current Department of Motor Vehicle license plate tags, or any vehicle not capable of being driven under the vehicle’s own power, may not be parked in Private Parking Areas, Carports, or any portion of the common area. Such vehicles will be cited by the Association, and the vehicle owner or responsible homeowner subject to a fine for non-compliance.
- 6.5.8 Towing – Vehicles parked in Private Parking Areas or on any portion of the common area in violation of the Association’s Governing Documents, including these rules, will be subject to the towing policy.
- 6.5.8.1 In accordance with California Vehicle Code section 22658, vehicles may be IMMEDIATELY towed, without notice and at the owner’s expense, where the vehicle is parked:
- 6.5.8.1.1 Within 15 feet of a fire hydrant;
- 6.5.8.1.2 In a fire lane;
- 6.5.8.1.3 In a manner that interferes with the entrance to or exit from Association property; or
- 6.5.8.1.4 In violation of the Governing Documents, including these rules, in an area where towing signs have been posted at the entrances in accordance with California Vehicle Code section 22658(a) (1)
- 6.5.8.2 If a vehicle is parked in violation of the Association’s Governing Documents, including these rules, and does not fall under one of the categories listed in Section 6.5.8.1 above, the Association may tow a vehicle, at the owner’s sole expense, where the vehicle:
- A. Lacks an engine, transmission, wheels, tires, doors, windshield, or any other major part or equipment necessary to operate safely on the highways, once local law enforcement has been notified and 24 hours have elapsed; or
- B. Has been issued a “Notice of Parking Violation” and 96 hours have elapsed, wherein the violation has not been cured.
- 6.5.8.3 Any unauthorized vehicle parked within the Association will be considered to be trespassing and will be subject to tow in accordance with this towing policy.

- 6.5.8.4 The Association shall not be liable for any damages or loss incurred by a vehicle owner or operator as the result of the lawful towing of his or her improperly parked vehicle.
- 6.5.8.5 For any violation of the parking rules, towing may be in addition to the imposition of fines or other disciplinary action in accordance with the Association's enforcement policy.
- 6.5.8.6 All parking is subject to the laws of the State of California, the ordinances of the City of Coronado, California Vehicle Code section 22658, and the Association's Governing Documents.
- 6.5.9 Parking of unattended vehicles in front of any garage in Antigua Village or in the alleyway providing access to such garage is prohibited. Any vehicle parked in violation of this rule shall be towed away at the vehicle owner's expense.
- 6.6 Kingston Village Parking**
- 6.6.1 Off-Street/Guest Parking Areas – Off-street/guest parking is for motor vehicles only. Vehicle length cannot extend more than two (2) feet beyond the concrete culvert into the street.
- 6.6.2 Carports – Carports are for the use of Kingston residents only. One (1) carport space is assigned to each condo unit. No other vehicle may be parked in an owner's assigned parking space without that owner's permission. Only cars, trailers, boats or other wheeled vehicles may be parked in the carports and cannot extend more than three (3) feet outside the roof line. Carports may not be used for storage of any kind without prior approval of the Director.
- 6.6.3 Vehicle Repairs – No major or prolonged vehicle repairs may be performed in Kingston Village. Any substance such as gasoline, oil, antifreeze or any other material that will stain or damage carport surfaces will be subject to fines by the Association. Owner will be required to pay the cost of repair of such damage.

7.0

RULES ENFORCEMENT

7.1

Enforcement Policy

- A. **Complaints:** Residents are requested to report violations of the governing documents to Association management or the Board. Such reports must be in writing and contain a description of the alleged violation (e.g., time, date, action(s), and responsible person, if possible.) Verbal complaints cannot be acted upon. Additionally, the Board, management, and/or committee members may directly report governing document violations. Upon receipt or knowledge of an alleged violation, the Board or management will determine whether to pursue the reported violation. Written reports will be held in confidence, except as required by law.
- B. **Warning Notice:** If the Board or management determines to pursue the alleged violation, the Association will send a Warning Notice to the Owner describing the alleged violation and instructing the Owner on the actions and timeframe required to remedy the violation. If compliance occurs in accordance with the Warning Notice to the reasonable satisfaction of the Board, the matter will be considered closed.
- C. **Waiver of Warning Notice:** In situations where the Board or management, in their sole discretion, determines the alleged violation is sufficiently hazardous or serious, including, but not limited to, threats against persons or property, actual or threatened physical violence, dog bites, in-progress unapproved architectural modifications, rentals or leases not in compliance with the governing documents or law, or unsafe, hazardous or outrageous conduct, the Board or management may determine to forego the Warning Notice and proceed directly to a noticed hearing or other enforcement action(s) authorized by the governing documents and California law.
- D. **Notice of Hearing:** If the violation described in the Warning Notice is not corrected as described in the Warning Notice, if no Warning Notice was provided as specified above, or if the same or similar violation is repeated or continued, the Association will send a Notice of Hearing to the Owner.
 - 1) The Notice of Hearing will provide a general summary of the alleged violation(s); the date, time, and location of the hearing to be held in executive session; and a statement that the Owner may attend the hearing and address the Board. The Notice of Hearing may, but is not required to, also describe the disciplinary actions which may be taken in accordance with the governing documents.
 - 2) The Association shall deliver the Notice of Hearing to the Owner at least ten (10) calendar days prior to the hearing date.

- E. **Hearing Procedure.** At the hearing, the Board will consider the Owner's oral and/or written testimony, if any, as well as any other information and/or evidence before it which the Board reasonably determines to be material and relevant in determining whether to impose discipline.
- 1) Should the Owner fail to appear at the hearing and/or fail to submit a written statement in defense of the allegations, the hearing may proceed and the Board may consider such failures to be an admission of the allegations.
 - 2) The Owner and any relevant witnesses are entitled to attend the hearing, but they shall be excused after the evidence is presented. At the conclusion of the hearing, after the Owner and his/her witnesses, if any, leave, the Board will consider the information and evidence available to it and make findings as to whether the alleged violation(s) occurred or not.
- F. **Post-Hearing Notice of Discipline.** If the Board imposes disciplinary action against the Owner, the Association shall notify that Owner, in writing, within fifteen (15) days following the hearing. If the Board decides to take disciplinary action against the Owner, such action shall become effective no sooner than five (5) days after the hearing. All decisions of the Board shall be final unless the Board, in its sole discretion, agrees to rehear the matter due to the availability of new evidence or information of an overriding nature.
- G. **Repeated Violations.** If the violation(s) continues or is repeated or if the Owner's response is otherwise unsatisfactory, the Board may impose additional or continuing monetary penalties and continue suspension of membership rights until such time as the matter is satisfactorily resolved. For non-continuing violations, the Association shall call the Owner to additional hearings whereat the Board may impose additional monetary penalties and discipline. Please note that an Owner will not be called to additional hearings for certain persistent, continuing, and uninterrupted violations.¹ Instead, the Owner may be fined on a daily basis, in accordance with the Association's Fine Schedule, until the violation is cured.
- H. **Other Remedies.** In addition to the discipline referenced in the governing documents, the Board may refer such matters to the Association's legal counsel at any time. If this occurs and action is required to obtain the Owner's compliance with the governing documents, the Owner shall be liable for the Association's attorneys' fees and all costs related to the lawsuit if the Association is the prevailing party. (Civil Code § 5975(c); CC&Rs, Article II, Section 15) The Association may also determine to use alternative dispute resolution to address the issues, or correct the violation itself, with the Owner responsible for costs to affect the correction.

- I. **Legal Action.** In appropriate circumstances, such as in the need for immediate action against an Owner or resident in violation of the governing documents, or in dangerous, hazardous or threatening situations, the Board of Directors, in its sole discretion, may bypass the above enforcement policy and refer the matter directly to legal counsel for such legal actions for injunctive or declaratory relief or monetary damages as may be necessary and lawful under the governing documents and California law. In addition to any enforcement action under this policy, the Internal Dispute Resolution procedure under Civil Code sections 5900 - 5920, and/or Alternative Dispute Resolution procedure under Civil Code sections 5925 - 5965 may be instituted

7.2 **Fine (Special Assessment) Schedule**

The following fine (special assessment) schedule shall apply where the Board finds a violation has occurred and, in its sole discretion, determines to assess a fine.

Fines for violations may be levied in accordance with the following schedule. Fines may be imposed promptly, or held in abeyance pending conditions or required action by the Owner. Vehicle and parking violations on Common Area are also subject to the vehicle being towed without further notice at the vehicle owner's expense

- A. **Violation of Rental Rule(s):** Violation(s) of the Rental Rules in sections 10(a) – (c) are subject to any combination of the following:

- 1) A \$2,000 fine for the first violation; \$2,500 fine for the second violation, a \$3,000 fine for the third and subsequent violations;
- 2) Multiple monetary penalties may be imposed for a single short-term rental or other violation of sections (a) – (c) above, e.g., a two (2) day rental constitutes violations of both the “no commercial use” provision and the twenty-six (26) day rental requirement, in which case, two (2) monetary penalties may be imposed;
- 3) Suspension of the member's right to use the Common Area for up to 180 days for a single infraction (CC&Rs, Article II, Section 14). Any suspension of Common Area facility privileges extends to the residents, family members, guests, tenants, licensees, and/or invitees of a residence; and/or
- 4) A lawsuit for injunctive relief.

Violations or potential violations of the Rental Rules and/or CC&Rs, Sections 2.3.2 and/or 2.5, are subject to immediate notice of hearing without a Warning Notice, in the Board's or management's discretion. The above fines may be imposed per violation and not per month that such violations occur.

These penalties will be imposed after notice and hearing. The Board has determined the proposed fine schedule is reasonable and justified because other homeowner's associations have similar fines for short-term rental violations, and this fine amount is sufficient to act as a deterrent to improper renting of the Residence, which is the purpose of fines in a community association.

B. Other Violations

- 1) 1st Offense
Generally – Up to \$200.00 Fine
Violations Involving a Hazardous Activity* – Up to \$300.00 Fine
- 2) 2nd Offense
Generally – Up to \$300.00 Fine
Violations Involving a Hazardous Activity* – Up to \$400.00 Fine
- 3) 3rd Offense
Generally – Up to \$400.00 Fine
Violations Involving a Hazardous Activity* – Up to \$500.00 Fine
- 4) 4th Offense and Subsequent
Generally – Up to \$600.00 Fine
Violations Involving a Hazardous Activity* – Up to \$700.00 Fine
- 5) Daily Fines for Continuing Violations
Up to \$50.00 per day until corrected

Fines for Other Violations may be increased at the discretion of the Board based on the severity of the violation.

* A “hazardous activity” is any activity that could cause serious harm to persons or property, including, but not limited to, threats of physical violence, dog bites, and in-progress, unauthorized architectural modifications. Warning letters shall not be required for hazardous violations. Instead, the Owner may be immediately called to a hearing where he or she may be fined, or the Board may take any other enforcement actions authorized by the governing documents and/or California law.

C. Disciplinary Rules Applicable to Violations:

- 1) **Reimbursement of Damage Costs:** Fines for violations shall be in addition to any charges imposed against an Owner to reimburse the Association for costs incurred in repairing damage to the Common Area for which the Owner is responsible.

- 2) **Suspension:** In addition to fines, the Board may also suspend or conditionally suspend, after noticed hearing, an Owner's membership rights as outlined in the governing documents of the Association. Suspension for violations of the rules shall not exceed one hundred eighty (180) days per violation. (CC&Rs, Article II, Section 14)
- 3) **Persistent, Continuing, and Uninterrupted Violations:**
- a) In addition to the initial fines listed above, the Board may levy a \$50 per day fine for each and every day that a persistent, continuing and uninterrupted violation continues. For example, a first-time penalty of \$200.00 for an in-progress architectural violation is subject to an additional \$50.00 fine each day until corrected.
 - b) Before imposing such a fine, the Hearing Notice shall state that the Board may initiate daily fines if the violation is not cured.
 - c) At the hearing, the Board shall provide the Member with a timeframe within which the violation must be cured and notice that if the violation is not cured within the stated timeframe, daily fining will commence without further notice and hearings. The Board may also levy an initial fine in accordance with the Fine Schedule.
 - d) If the Member fails to attend the noticed hearing, the notice contained in the hearing notice and the post hearing notice confirming the disciplinary action being taken, including the Board's intent to commence daily fining, shall suffice.

Fines are the ultimate responsibility of the Owner of the Residence in which the violating person is associated. Any monetary penalties not paid voluntarily by the Owner may result in collection by legal action by the Association.

Please note that the fines listed above are in addition to any actual costs, damages, or expenses incurred by the Association in obtaining compliance with the governing documents and/or repairing or replacing property or improvements damaged by an Owner. The Board may also send any violation matter to the Association's legal counsel for legal action, at any time.

8.0 LIEN RIGHTS, DEFAULT IN ASSESSMENT PAYMENT POLICIES

8.1 Regular and Special Assessments

Regular assessments are due and payable, in advance, on the first day of each month. If imposed, special assessments shall be due and payable on the due date specified by the Board.

8.2 Late Charges

Regular and special assessments are delinquent 15 days after they become due. A late charge of ten percent (10%) or ten dollars (\$10.00), whichever is greater, per month will be applied if payment in full is not received 15 days after the payment is due.

8.3 Interest

Interest at the annual rate of 12% may be charged on all sums due that are thirty (30) days or more delinquent.

8.4 Additional Charges

Pursuant to *Civil Code Section 5650*, the Association is entitled to recover reasonable collection costs, including reasonable attorney's fees and costs incurred in connection with collection. Costs may include, but are not limited to, publication, recording, posting, service, and mailing.

8.5 Application of Payments on Delinquent Assessments

Payments received on delinquent assessments will be applied first to the regular or special assessments owed, and then applied to interest, late charges, collection expenses, administration fees, attorney fees, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquencies. Payments on accounts shall be applied in reverse order so that the oldest arrearages in each category are retired first.

8.6 Pay or Lien Letter

Any Owner who is more than thirty (30) days delinquent in the payment of his or her assessments will be referred to the Association's collection service provider for collection and will receive a pay or lien letter, via certified mail. The letter will be sent at least thirty (30) days prior to a lien being recorded against the Owner's property, and will notify the owner of record in writing of the following, pursuant to *Civil Code Section 5660*:

- A. A general description of the collection and lien enforcement procedures of the Association and the method of calculation of the amount;

- B. An itemized statement of the amounts owed, including delinquent assessments, fees and reasonable costs of collection, reasonable attorneys' fees, any late charges and interest if any;
- C. The owner's right to inspect the Association's records to verify the debt;
- D. The owner's right to request a meeting with the Board, as set forth below;
- E. That the owner will not be liable for late charges, interest, and costs of collection if it is determined that the assessment was paid on time to the association.
- F. The owner's right to dispute the assessment debt by submitting a written request for dispute resolution to the association pursuant to its Meet and Confer program (known as IDR -Internal/Informal Dispute Resolution) pursuant to *Civil Code Section 5900, et seq.*;
- G. The owner's right to request Alternative Dispute Resolution (ADR) with a neutral third party pursuant to *Civil Code Sections 5925 et. seq.* before the association may initiate foreclosure against the owner's separate interest, except binding arbitration shall not be available if the Association intends to initiate a judicial foreclosure.;

8.7 Owner's Dispute of Debt/Request for Meeting with Board Prior to Lien

Pursuant to *Civil Code Section 5665*, the owner has the following rights:

Meet and Confer – Prior to recording a lien, the Association shall offer and, if so, requested by the owner, participate in dispute resolution pursuant to the Association's Meet and Confer program (known as IDR- Internal/Informal Dispute Resolution) commencing with *Civil Code Section 5900*.

Request to Meet with Board to Discuss Payment Plan – The Owner may submit a written request to meet with the Board to discuss a payment plan for the debt owed. The Association will provide any standards it has adopted regarding payment plans to Owners. The Board will meet with the Owner in executive session in conjunction with a regularly scheduled Board meeting, within 45 days of the postmark of the request, if such was mailed no later than 15 days after the postmark of the pay or lien letter. If there is no regularly scheduled Board meeting within that period, the Board may designate a committee of one or more members to meet with the Owner.

8.8 Lien/Notice of Delinquent Assessment

If the delinquent Owner does not bring the account current within thirty (30) days of the Pay or Lien Letter, and unless a dispute over such debt has been resolved or payment plan has been entered as set forth above, a lien (also referred to as Notice of Delinquent Assessment) will be recorded against the property, upon a majority of the Board determining at an open meeting to record such lien.

The Board shall record the vote in the minutes of that meeting. The President or other person designated by the Association shall sign the lien. Such lien will set forth in the amount of delinquent assessments and all other sum owed, such as late charges, collection costs, interest, and reasonable attorneys' fees, a legal description of the property, name of the record owner, and the name and address of the trustee authorized to enforce the lien by sale. A copy of the itemized statement of charges owed by the owner shall be recorded together with the Notice of Delinquent Assessment.

A copy of such lien will be mailed to every person whose name is shown as an owner of the separate interest in the Association's records, within 10 days after recording of the lien. Upon receipt of a written request by an owner (mailed in a manner indicating the Association has received it, such as by certified mail) identifying a secondary address for purposes of collection notices, the Association shall also send additional copies of any required collection notices to such secondary address. The lien is subject to non-judicial foreclosure, and the property may ultimately be foreclosed upon and sold without court action to satisfy the debt owed. Reasonable attorneys' fees and costs may be collected in connection with preparing and recording the lien.

8.9 Dispute of Charges After Lien

Prior to initiating foreclosure for delinquent assessments, the Association shall offer the owner and, if so, requested by the owner, shall participate in dispute resolution pursuant to the Association's Meet and Confer program (known as IDR-Internal/Informal Dispute Resolution pursuant to *Civil Code Sections 5900* or Alternative Dispute Resolution with a neutral third party pursuant to *Civil Code Sections 5925*). The decision to pursue dispute resolution or a particular type of alternative dispute resolution shall be the choice of the owner; however binding arbitration is not available if the Association pursues judicial foreclosure.

8.10 Foreclosure

If the delinquent Owner does not bring the account current after such lien has been recorded, and after the above dispute resolution requirements have been met, the majority of the Board may decide, in executive session, to approve foreclosure of such lien, only for those regular or special assessments which are of an amount equal to or exceeding one thousand eight hundred dollars (\$1,800) exclusive of late charges, fees, costs of collection, attorney's fees and interest, or which are more than twelve (12) months delinquent. The Board shall record the vote in the minutes of the next meeting of the board, open to all members. Confidentiality shall be maintained by identifying the property by parcel number. Such Board vote shall occur at least thirty (30) days prior to any public sale. The Board shall deliver notice by personal service to owner-occupants or to the owner's legal representative upon the Board voting to foreclose upon the owner's separate interest, and by first class mail, postage pre-paid to non-occupant owners at the most current address shown on the association's books.

Non-judicial foreclosure will then commence by the Association's collection service provider, pursuant to the CC&Rs and *Civil Code Sections 5705 (c) and 2924 b, et seq.* as follows: Notice of Default and Election to Sell (NOD). A Notice of Default and Election to Sell (NOD) will be recorded at the County Recorder's Office. A ninety (90) day time period starts by which the Owner is required to pay all charges owed. Attorneys' fees, collection fees, trustee's fees and title fees will be imposed at this stage.

- A. Notice of Sale (NOS) – If the delinquency is not cured within ninety (90) days after the NOD is recorded, (and a lawsuit has not been filed) upon receipt of the Board's vote to foreclose, the Association's collection service provider will proceed with the recording and publishing of a NOS. Attorney's fees and collection fees, in addition to publication, recording, posting, service, and mailing costs are charged to the Owner.

8.11 Payments After Lien

Once an account has been turned over to the Association's collection service provider, PLEASE DO NOT SEND ANY ASSESSMENT PAYMENTS TO THE ASSOCIATION. ASSESSMENT PAYMENTS MAY ONLY BE ACCEPTED BY THE COLLECTION SERVICE PROVIDER. Any payments delivered to the Association will be sent to the collection service provider's office for proper crediting.

8.12 Redemption

An owner may redeem the property foreclosed upon within ninety (90) days after the sale, by paying all charges owed.

8.13 Lawsuit to Collect

The Association may, at any time, determine to file a personal lawsuit against the delinquent Owner to recover all delinquent charges pursuant to relevant law. All costs and attorneys fee in connection with the lawsuit, in addition to the delinquent charges and other collection costs, will be sought from the delinquent owner.

8.14 Release of Liens Upon Payment

Within twenty-one (21) days of payment in full of all delinquent assessments and charges, or if it is determined that a lien previously recorded was in error, the collection service provider will prepare a Release of Lien which will be recorded in the County Recorder's Office and will provide Owner with a copy of such release or notice that the delinquent assessment has been satisfied.

8.15 Right to Receipt

When an owner makes a payment, the owner may request a receipt and the Association will provide same, which shall indicate the date of payment and person who received such payment.

8.16**Overnight Payments**

Payments may be made by overnight mail to the following address if account is being handled by the Association:

**Coronado Cays Homeowners Association
Attention: Assessment Collection Department
505 Grand Caribe Cswy
Coronado, California 92118**

If account is being handled by the Association's law firm/collection service provider:

**Epsten, APC
Attn: Collection Department
10200 Willow Creek Road, Ste 100
San Diego, CA 92131
Phone (858) 527-0111**

If account is being handled by the Association's collection service provider:

**Witkin & Neal, Inc.
5805 Sepulveda Boulevard #670
Sherman Oaks, CA 91411
Phone (818) 845-8808**

9.0 ARCHITECTURAL & ENVIRONMENTAL CONTROL COMMITTEE (AECC)
(Modified by Resolution 22-07)

9.1 AECC Authority, Purpose and Responsibilities

- 9.1.1 Purpose – The purpose of the Architectural and Environmental Control Committee (AECC) is to review and consider architectural applications and make recommendations to the Board that are consistent with the governing documents and application process.
- 9.1.2 Responsibility – The AECC shall review applications submitted and recommend for approval by the Board those applications that the AECC deems will not be detrimental to the appearance of the Village involved or the Coronado Cays as a whole.
- 9.1.3 Authority – The authority of the AECC is set forth in the governing documents, as may be amended from time to time.
- 9.1.4 Role – The AECC is responsible to the Board for reviewing applications, and for recommending action by the Board on properly submitted applications and on violations of this Section 9.0 and any other architectural policies that may be adopted from time to time.

9.2 AECC Member Qualification

- 9.2.1 Appointment and Terms of Members – The Board of Directors shall appoint all members of the AECC. Appointments will be for two years and will be made within a reasonable time after the annual meeting. Three members of the AECC shall be appointed in odd-numbered years and two members of the AECC shall be appointed in even-numbered years. The Board of Directors has the right to remove an AECC member at any time without cause. All members of the AECC must be resident homeowners of record.
- 9.2.2 AECC Chairperson – The AECC shall appoint a chairperson from among the members of the AECC. The duties of the chairperson shall be to chair meetings of the AECC. A liaison from the Board shall be present at AECC meetings, and will represent the AECC during Board meetings and at AECC meetings. The Board liaison may also be a member of the AECC.

9.3 Requirement for Prior Approval

No building, fence, wall, residence, dock, structure or feature from a structure (whether of a temporary or permanent nature and whether or not such structure shall be affixed to the ground) shall be commenced, erected, improved or altered without a prior submittal of a complete description of the proposed work to the AECC and the written approval of the Board. Nor shall any grading, excavation, tree removal, planting, change of exterior color or other work which in any way alters the exterior appearance of any lot or improvement be done without a prior submittal of a complete description of the proposed work to the AECC and the written approval of the Board of Directors.

- 9.3.1 Procedures – The AECC must respond to all applications within 60 days of receipt by the CCHOA office. Failure to respond to an application within 60 days of receipt by the CCHOA office will not result in the application being deemed approved. It is recommended that the applicant obtain confirmation of receipt by CCHOA office. A written response to the Board from the AECC will be either a recommendation for an approval, a conditional recommendation for approval, or denial. Denied or conditionally approved applications will be accompanied by an explanation. Owner may contact Code Enforcement via email only for the status of any pending application prior to Board consideration.

Following Board approval, an Owner shall promptly seek any necessary City permits and proceed with the work. If a permit has not been issued by the City, all approvals expire within one (1) year of Board approval or when property transfers ownership, whichever comes first. If no permit is required, all work shall be completed within six (6) months of Board approval unless extended in writing by the Board. The determination as to whether or not a permit is required rests solely with the applicant and not the Association.

- 9.3.2 Guidelines – The AECC may, subject to the approval of the Board of Directors of the Association, develop and promulgate policy guidelines for the application of the design review provisions contained herein. The policy guidelines may include (a) review procedures, (b) aspects and objectives of review and (c) principles and criteria used as standards in determining the achievement of the required objectives. The policy guidelines may also include specific design practices that, though optional, are generally acceptable methods for achieving the required objectives in particular design problems frequently encountered in the properties. The policy guidelines would be intended to assist the AECC and the owners in the ongoing process of community design.

The guidelines may be modified and supplemented from time to time, subject to the approval of the Board. Should there be any change in law that impacts any of the provisions in this handbook the Board may unilaterally remove or amend said provision to comply with the law without member comment.

- 9.3.3 Appeal – If new information is available, the applicant may request an appeal of an adverse Board decision to the Association’s Board of Directors, which may or may not reverse or modify a previous decision.

An appeal must be placed under new business agenda at the next regularly scheduled homeowners meeting.

9.4 **AECC Design Approval Criteria**

Review and approval of an application pursuant to this section is made on the basis of aesthetic considerations only and, neither the AECC nor the Board shall bear any responsibility for ensuring the structural or architectural integrity or soundness of approved construction or modifications, nor for ensuring compliance with building codes and other governmental requirements. The AECC, in reviewing applications for design approval, considers the various aspects of design with special emphasis on the following objectives.

- 9.4.1 Review Criteria – The AECC evaluates all submissions on the individual merits of the application. Besides evaluation of the particular design proposal, this includes consideration of the characteristics of the housing type and the individual site, since what may be an acceptable design of an exterior in one instance may not be for another. Design decisions made by the AECC in reviewing applications are not based on personal opinion or taste. Judgments of acceptable design are based on the following criteria:
- 9.4.1.1 Design Compatibility – The proposed improvements should be compatible with the landscape, architectural characteristics of the applicant’s house, adjoining houses, and the neighborhood setting. Compatibility is defined as similarity in architectural style, quality of workmanship, similar use of materials, color and construction details
- 9.4.1.2 Adjacent Properties –When a proposed alteration has a possible impact on adjacent properties, it is recommended that the applicant discuss the proposal with neighbors prior to submitting an application. It may be appropriate in some cases to submit neighboring comments along with the application. Neither the AECC nor the Board make any representations, nor is there any requirement or right to a view from any owner’s separate interest. Neighbors’ comments and concerns will be considered, but the final recommendation remains the responsibility of the AECC and final approval rests with the Board.
- 9.4.1.3 Scale – The size, in three dimensions, of the proposed alteration should relate well to adjacent structures and its surroundings.
- 9.4.1.4 Color – Color may be used to soften or intensify visual impact. Parts of the addition that are similar to the existing house, such as roofs and trim, should be matching in color.
- 9.4.1.5 Materials – Continuity is established by use of the same or compatible materials as were used in the original house. The options may be limited somewhat by the design and materials of the original house.
- 9.4.1.6 Workmanship – The quality of the work should be compatible with or better than new construction in the surrounding areas. The Association assumes no responsibility for poor workmanship or unsafe construction practices.
- 9.4.1.7 Timing – All applications must include estimated completion dates. If such time period is considered unreasonable, the AECC may recommend disapproval of the application. Projects which remain uncompleted for long periods of time without written Board approval may be considered a nuisance by the Board after providing notice and a hearing.
- 9.4.2 Assessment Increase (Not applicable to Green Turtle Cay or Blue Anchor Cay homes) As authorized by the CC&Rs, any addition to the floor area of a residence will result in an increase in the assessment to that particular property on the first (1st) day of the fiscal year following the time of completion of the improvement. As used in this Section 9.0, “Floor Area” shall mean the floor area within the residence based on approximation of exterior dimensions as determined by Association, excluding garages and patios. If an owner objects to Association’s revised calculation of the floor area, owner shall have thirty (30)

days following notification of the revised floor area calculation or publication of the annual statement pursuant to Civil Code 5310 (as may be amended from time to time), whichever occurs first, to contest the revised floor area calculation. Otherwise, any objection is deemed waived by the owner and any subsequent owners.

9.5 Approvals/Denials

All applications to the Committee must be processed within sixty (60) days of receipt. Approved applications will be followed by an inspection for compliance. Denied applications may be appealed to the Board of Directors, whose decision will be deemed to be final.

9.5.1 Conditional Approvals – The Committee may grant conditional approval of an application, subject to the applicant making certain changes in his/her plans, the verification of information provided with the application, or the signing of a Revocable License and Indemnity Agreement.

9.5.2 Applicant Obligations – If the applicant has any questions or needs clarification regarding and conditional recommendation for approval, approvals, or denials by the Board, it is incumbent upon the applicant to request said information from the AECC or the Board prior to commencement of any work.

9.5.3 Non-Transferrable – An administrative approval shall be an approval to the applicant of the approved application only and shall not be transferrable or assignable to any subsequent owner.

9.6 Failure to Obtain Approval

Any member who commences work that requires an AECC or administrative application without first securing Board or administrative approval, respectively, is subject to a minimum fine of \$300.00 per week until the infraction is corrected.

9.6.1 Corrective Action – In order to correct a failure to obtain an approved application, a member must halt all work, promptly complete an AECC or Administrative Approval Request application, and secure the construction site. The application fee shall be a minimum of \$200.00 or twice the regular charge for the project, whichever is greater, to cover increased administrative expenses and other fees and costs. If the Board or General Manager does not approve the application, the owner will be required to remove the improvement at their expense and within a reasonable timeframe established at the discretion of the Board.

9.7 Neighbor Notification

Coronado Cays Homeowners Association will send a notice to neighboring properties of any application pending before the AECC. The notification will be placed in the mail or emailed two weeks prior to the AECC meeting. The notification will include a copy of the plans, which show the general scope of the proposed improvement. Neighboring properties, which will receive notification, include fee simple homes with adjoining

property lines and condominiums, which share a wall, floor or ceiling with the applicant. There will be no requirement to notice neighboring properties for applications, which qualify for and receive administrative approval. Neighbors who have concerns regarding an AECC application may submit their comments in writing prior to the AECC meeting for the AECC and Board to consider. Neighbor opinions are advisory opinions and are not binding to the AECC or the Board.

9.8 Requirements for Home Construction and Remodeling Completion

To encourage diligence in the completion of remodeling and new construction, the Association requires that the following guidelines be applied to exterior changes, prior to physical work. The homeowner and their contractor(s) shall each sign a document provided by the Association that states that they have read and understand these architectural guidelines stated herein (Section 9.0 of the CCHOA Member Handbook, as may be amended from time to time), and have agreed to abide by them and any other policies or procedures established by the Association. Contractor signatures shall be obtained prior to the commencement of any physical work on an approved project including the demolition phase.

All improvements and work performed within the Association are at all times subject to compliance with City ordinances, rules, and regulations. Where a provision of this Section 9.0 is more restrictive than comparable ordinances, rules and regulations imposed by the City, the more restrictive condition, standard, or requirement shall prevail.

- 9.8.1 Remodeling Completion Deadlines – There are two categories of remodeling, “Minor Remodeling” and “Major Remodeling.” Major remodeling is defined as remodeling that increases a home’s square footage by 50% or affects greater than 50% of a condominium unit’s square footage. In its sole discretion, the AECC can designate an application as a major remodel based on the complexity of the project. The completion deadline for each category is based on the date any construction or demolition work begins. Minor Remodeling must be completed within six (6) months. Major Remodeling must be completed within nine (9) months. It is the owner’s responsibility to notify the Association office in writing of the date actual construction or demolition begins. If no notification is provided by the owner, the date established as the start of construction will be the issuance date of the City permit for the project, unless otherwise agreed in writing between the Association and the owner.
- 9.8.2 New Construction/Teardowns – The completion deadline for any new construction or teardown will be based on the date any construction or demolition begins and shall be substantially completed, with all exterior work entirely completed within fifteen (15) months. It is the owner’s responsibility to notify the Association office in writing of the date actual construction or demolition begins. If no notification is provided by the owner, the date established as the start of construction will be the issuance date of the City permit for the project, unless otherwise agreed in writing between the Association and the owner.
- 9.8.3 Penalty for Non-Compliance with Deadlines – In the event the work is not completed timely, a minimum fine of \$500.00 per week shall be assessed for the first six (6) weeks

and \$1,000.00 per week thereafter without further notice or hearings. Extensions may be granted by administrative approval or the Board for extenuating circumstances at the sole discretion of the Village Director and General Manager or the Board, respectively. A request for an initial thirty (30) day extension may be administratively approved in writing by the General Manager. Any request for an extension beyond an initial thirty (30) day extension must be approved in writing by the Board.

- 9.8.4 Association Property Damage – The owner shall be responsible for any damage to Association property or surrounding areas that occurred as a result of construction. Damage not only includes physical property damage but any fees and costs incurred by the Association from the damage.
- 9.8.5 Construction Site Cleanliness – All construction sites shall always be kept neat and orderly. Streets and sidewalks shall be swept and free of dirt and debris. Site must be cleaned, and trash removed daily unless screened from view of neighboring properties. Trash bins, roll off boxes, dumpsters, and mini storage units may not be kept in the Coronado Cays over a weekend or holiday without prior written Association approval. Any Association approval under this subsection is at all times subject to owner's compliance with City of Coronado ordinances. The exception to this requirement is three-yard dumpsters that are screened or kept in the garage.
- 9.8.6 Screening During Construction – Construction affecting the exterior of the house must be screened with fencing across the street frontage and to the building setback line. The screen shall be standard dark green construction screening, impervious, and a minimum of six (6) feet in height. All construction screening shall be free of tears and cuts, wind vents are allowed, and maintained in a neat and orderly condition. All materials, equipment, portable toilets, and trash bins must be kept on the building site, inside the dwelling or screened from public view. Owners and contractors shall take reasonable precautions to minimize dust and debris from entering neighboring properties including erecting additional screening.
- 9.8.7 Construction Vehicles, Equipment and Materials – Construction vehicles or equipment are not permitted to be parked on the streets or unscreened area on the construction site overnight or weekends and holiday without prior written Association approval. Any Association approval under this subsection is at all times subject to owner's compliance with the City of Coronado ordinances. Owners and contractors shall make every effort to ensure workers' vehicles are parked in such a manner as to not block streets and driveways or overly impact the neighborhoods. Owners and contractors must obtain necessary permits for items stored in the public right of way and provide adequate safeguards for materials or equipment that block the streets or sidewalks. The Safety Department may monitor the use of streets for construction vehicles and equipment and report violations of these rules to the Association and City of Coronado, as applicable. Association shall not be responsible for any damage or loss to construction vehicles or equipment and materials caused by theft or any other reason. It is the owner's responsibility to provide security at the construction site. The Association does not provide security for any construction site.

- 9.8.8 Construction Noise Curfew – The Association follows the noise curfew regulations promulgated by the City of Coronado. The noise curfew provisions may be amended from time to time. It shall be unlawful for any person, between the hours of 7:00 p.m. and 7:00 a.m. of any day or at any time on legal holidays and Sundays to erect, construct, demolish, excavate for, alter or repair any building or structure in such a manner as to create a disturbing, excessive or offensive noise unless a noise control permit has been applied for and granted beforehand by the City of Coronado Noise Control Officer.

Legal Holidays are:

New Year's Day	January 1st
Martin Luther King, Jr. Day	3 rd Monday in January
President's Day	3 rd Monday in February
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Columbus Day	2 nd Monday in October
Veteran's Day	November 11th
Thanksgiving Day	4 th Thursday in November
Christmas Day	December 25th

9.9 Marine Construction

- 9.9.1 Marine Construction Approval – All marine construction subject to the jurisdiction of the Association and/or the AECC requires prior approval pursuant to the applicable provisions in this Section 9.0 prior to the commencement of any marine construction or demolition.
- 9.9.2 Work Conduct – All marine work will be conducted at the construction site. Contractors shall conduct pre-staging work away from Coronado Cays. All work shall be conducted in an orderly manner with respect to noise and other impacts on the neighbors.
- 9.9.3 Work Schedules – Marine equipment and barges are not permitted to be kept in Coronado Cays on weekends (5:00 p.m. on Fridays to 7:00 a.m. Monday) or holidays. Marine equipment may remain on the jobsite overnight on workdays provided the equipment is being employed in ongoing work and does not interfere with other's use of area.
- 9.9.4 Parking – Owners and contractors shall make every effort to ensure workers' vehicles are parked in a manner as to not block streets and driveways or overly impact the neighborhood.
- 9.9.5 Enforcement – The Association may take all enforcement actions necessary to bring contractors and owners into compliance with the provisions herein including, but not limited to, towing vehicles, fining responsible owners after notice and hearing, and prohibiting contractors from the site.

9.10 Approval/Disapproval of Architectural Plans

Working drawings provided by the applicant may be stamped approved or disapproved by the Coronado Cays Homeowners Association. The applying homeowner will be required to pick up the stamped plans and hand-carry them to the City of Coronado to obtain the necessary building permit(s). If the homeowner does not obtain building permit(s) within a period of twelve (12) months from the date of approval by the Association, the applicant shall have to resubmit plans and have their application reprocessed by the AECC.

9.11 Obtaining a City Building Permit

Any improvement requiring a city building permit must be submitted to the AECC and approved by the Board prior to making a request for a city building permit.

The City of Coronado may not issue building permits unless the homeowner has received approval for the construction or improvement from the Coronado Cays Homeowners Association. However, the AECC review and Board approval is not a substitute for the City's review and approval of plans for permitting and construction purposes. The Association relies on the City to issue permits and approve plans for construction. The AECC and the Board have no authority to review plans for the purpose of compliance with City ordinances, regulations, and building codes. Compliance with City ordinances, regulations and building codes has been and continues to be solely the responsibility of the City and owners. The Association has no responsibility for the means and methods of construction.

9.12 Unpermitted Improvements

An owner who commences construction without first obtaining a required City permit, may be subject to being "Red-Tagged" by the City of Coronado and be required to halt work. Construction already commenced that does not conform to the governing documents and/or has not been approved in writing by the Board may have to be removed and the property restored to its preconstruction condition at owner's sole expense.

9.13 Review Fees

9.13.1 Mandatory Review Fees – The following minimum review fees are required prior to AECC consideration and Board approval. The Board may adjust these fees from time to time without an amendment to the Member Handbook:

Review Fees

\$100.00	Minor Remodeling
\$250.00	Major Remodeling
\$500.00	New Construction/Teardowns
\$700.00	New Dock or Replacement + \$1.00 per foot over 500 sq. ft.

9.13.2 Deposits – In addition to any required review fee (above), a minimum deposit of \$500.00 for minor remodeling, \$1000.00 for major remodeling, and \$2500.00 for new construction/teardown is required to be made before AECC review and Board approval. The remainder of the deposit will be returned to the owner when the project has been completed. The Association in its discretion determines the completion date.

If the required actions and notifications are not performed and/or the project is not finished within the prescribed timeframe per Section 9.9, then all or part of the deposit may be forfeited and retained by the Association. Deposit may be used to pay any fines or expenses (e.g., professional fees) incurred by the Association and are not considered a fee for review.

9.13.3 New or Replacement Dock Requirement – Owner will be required to use the Association’s environmental monitoring contractor during the actual removal and replacement of the dock, pilings, and/or gangway in City and Port waters to ensure conditions of the Association’s permit are complied with and all required reports are submitted to the Association.

9.14 **Improvements Eligible for Administrative Approval**

Notwithstanding any other provisions in Section 9.0, the following improvements may be eligible for administrative approval at the General Manager and Village Director’s discretion. Receiving administrative approval is not a substitute for the City’s review and approval, if required. Compliance with City ordinances, regulations, and building codes has been and continues to be solely the responsibility of the City and owners. Proposed improvements that do not meet the requirements of this section must be submitted for AECC review and Board approval. All administrative approvals are subject to all provisions included in Section 9.0.

NOTE: *Revocable License and Indemnity Agreement as described in Section 9.14.1 may be required.*

- Air Conditioning (No window mounted units permitted) *, **, ***, ****
- Anti-Fouling Tubs *
- Antigua Storage Boxes *
- Retractable Awnings and Umbrellas, pursuant to Awnings, Sunscreens, and Umbrellas Guidelines *
- Dinghy Docks *, ****
- Door Replacement, Exterior (Including French or Sliding Glass) *, ****
- Driveway Material Alterations or Replacement **
- Exterior Paint *
- Fire Pits or Barbeques (Built-ins) *
- Flooring/Hard Surface Flooring (Waterfront Villas, Upper Units only) *, ****
- Gangway Replacement (Like for like, no change in location)
- Garage Door Replacements *
- Gas Line Installations (Hot water heater, dryer, stove and fireplace) **

- Gate Replacements *
- Hydro-Hoists (\$2000 deposit required for Association-maintained docks) *
- Landscaping Additions or Alterations ***
- Pavers and Concrete Work **
- Roof Replacements *
- Satellite Dish Installations *
- Security Camera Installations (Waterfront Villas only)
- Skylight Installations (Condo Villages only) *, **
- Solar Panels (excludes Condo Village, AECC approval required for Condos)
- Solar Tube Installations (Condo Village only) *, **
- Spas and Hot Tubs (Above ground only) *
- Storage Racks for Small Watercraft (Kayaks, Paddle Boards) *
- Emergency Ladders (Antigua and Kingston Docks only) *
- Tile Addition to Patios or Walkways **
- Tile Addition to Patio Decks or Entry Landings (Upper Condos only) **
- Tree Removal (Association-maintained areas)
- Vents (Dryer, Kitchen Exhaust, etc.) **
- Window Replacements (Condo Villages Only) *, ****
- Windbreak Panels (Plexiglass or Glass) **, ***

* Brochure, Cut Sheet, or Product Specification Sheet Required

** Plan with Measurements & Material Sample Requested, Revocable Indemnity Agreement Required for Condominium Villages

*** Scale Drawings to be Submitted Showing Details

**** Per Member Handbook Guidelines Only

- 9.14.1 Charges and Timing for Administrative Approvals – There shall be no charge for initial administrative approvals of architectural permit applications; however, a minimum fee of \$500.00 plus any costs shall be required to draft, notarize, and record with the County of San Diego a Revocable License and Indemnity Agreement with the Association, if such agreement is required in the discretion of the Association.

Changes receiving administrative approval must be completed within one (1) year of the approval date or the approval will be null and void. Thereafter, a new request will be required and a minimum administrative fee of \$100.00 will be charged. Administratively approved changes must be completed within six (6) months once started.

- 9.14.2 City Approved Plans – Architectural plans that have been approved by the Board and then subsequently modified in order to secure a City of Coronado building permit, are eligible for administrative review. The General Manager, the Village Director, and the AECC Chair will review plans amended under the above circumstances for substantial compliance with the exterior appearance, characteristics, and materials of the previously approved plans. If acceptable to the General Manager, the Village Director, and the AECC Chair, the owner shall sign a letter stating that the version of the plans modified to comply with the City are

the same in exterior appearance as the version of the plans originally approved by the Board. If unacceptable to the General Manager, the Village Director and the AECC Chair, the Association shall refer the owner back to the AECC for review and appropriate action.

An administrative approval shall be an approval to the applicant of the submitted application to be used for the stated purpose only and shall not be transferrable or assignable, including any subsequent owner.

9.14.3 AECC Pre-review – The AECC may adopt guidelines regarding specific types of improvements to similar model residences. The General Manager may approve architectural applications pursuant to these guidelines.

9.14.4 Satellite Dishes – Administrative approval is required for satellite dishes. Satellite dishes up to 36” are allowed under California Law. Members shall take into consideration a location on or around their residence that minimizes the visual impact of the dish from ground level. Certain materials and specifications may apply.

9.15 Policy on Granting Exclusive Use Rights in the Common Area

Civil Code Section 4600 establishes rules and procedures by which the Board may grant to individual owners the exclusive right to use a portion of the common area. The Board has established a policy for the granting of such rights as set forth below. The policy is intended to be consistent with Sections 714.1, 4600 and 4746 of the Civil Code or any successor statutes.

The following shall be the policy of the Board with respect to granting rights to exclusively use a portion of the common area. The term "common area" shall be as defined in the Declaration of Covenants, Conditions & Restrictions, and shall not include Limited Common Area.

The Board may grant exclusive use rights in the common area to individual owners in the following cases:

1. The grant has been approved by the affirmative vote of members owning at least 67% of the separate interests in the common interest development; or
2. The reason for the grant is to transfer the burden of management and maintenance of any common area that is generally inaccessible and not of general use to the membership at large of the Association; or
3. One of the other exceptions contained in Civil Code Section 4600 applies, dispensing with the need for membership approval.
4. For the installation or use of a rooftop solar energy system for household purposes on the roof of the building in which the owner resides, or a garage or carport adjacent to the building that has been assigned to the owner for Exclusive Use in the Waterfront Villas only, per the provisions in 9.16.8 below.

- 9.15.1 Any measure placed before the members requesting that the Board grant exclusive use of any portion of the common area shall specify whether the Association will receive any monetary consideration for the grant and whether the Association or the transferee will be responsible for providing any insurance coverage for exclusive use of the common area.
- 9.15.2 Granting exclusive use rights in the common area pursuant to this policy shall be in the absolute discretion of the Board of Directors. No such rights will be granted if it would unreasonably interfere with any other owner's use, occupancy or enjoyment of his or her lot in the Board's discretion. The objective of the Board is to be consistent and fair in the granting of exclusive use rights. Owners shall be responsible for all attorneys' fees and costs incurred by the Association as a result of the approval of a grant of exclusive use rights.
- 9.15.3 Owners are solely responsible for verifying that any grant does not violate any City or County ordinances, including open space ordinances. As a condition of approval, the Owner and his or her successors shall agree to indemnify and hold harmless the Association, its officers, directors and employees from any and all liability arising from the granting of the exclusive use. Any Owner to whom exclusive use rights in the common area are granted shall be required to enter into a License and Indemnity Agreement with the Association and prepared by Association legal counsel, and all exclusive use rights in the common area granted to Owner shall be subject to the terms and conditions of the License and Indemnity Agreement. A minimum fee of \$500.00 plus any costs will be required to draft, notarize and record with the County of San Diego a License and Indemnity Agreement with the Association, or the owner may personally record the documents at their own expense.

9.16 Waterfront Villa and Condominium Zone Guidelines

These guidelines apply to the Waterfront Villa Zone (Antigua, Kingston, and Montego Village) and the Condominium Zone (Mardi Gras Village).

- 9.16.1 Air Conditioning Systems within Waterfront Villa Zone – Installation of an air conditioning system requires administrative approval of the Association and a permit & inspection from the City of Coronado.

9.16.1.1 Specification Requirements

1. Roof Installation – For UPPER & LOWER Units when in compliance with paragraph 4.
 - a) 3-Ton Duct Free Mini Split System employing variable speed inverter technology (also branded as Mini-Split Systems, Ductless Heat Pump Systems, Inverter Heat Pump Duct Free Systems) or equivalent.
 - i. Cool/Heating Capacity not to exceed 3-ton
 - ii. Dimensions 33" high x 38" wide x 16" deep or equivalent
 - iii. Rated 58 Decibels

- b) Conventional State of the art air conditioning system (does not apply to Antigua Village) with no external ducting and only one (1) roof penetration.

2. Ground Installation – For LOWER Unit Installations only.

- a) 3-Ton Duct Free Mini Split System employing variable speed inverter technology (also branded as Mini-Split Systems, Ductless Heat Pump Systems, Inverter Heat Pump Duct Free Systems)
 - i. Cool/Heating Capacity not to exceed 3-ton
 - ii. Dimensions 33” high x 38” wide x 16” deep or equivalent
 - iii. Rated 58 Decibels or less

9.16.1.2 Installation Requirements

1. Roof Installation – On flat portions of the roof, directly above the condo unit.

- a) Location and installation of the compressor shall be certified as structurally sound to the Coronado Cays Homeowners Association, at the sole expense of the unit owner who wishes to install an air conditioner, by a structural engineer who is licensed by the State of California.
- b) Compressors shall be installed on 3” thick isolation pads. For conventional air conditioners, they must include an acoustic sound blanket around the compressor motor that is at least 3” thick.
- c) Placement of compressors shall allow room for any possible future installations by other unit owners.
- d) Refrigerant, electrical and condensate lines to/from the roof shall be installed internally within the building structure or within a chase integrated and matched to the building exterior.
- e) Roof penetrations must not void roofing material warranties and installations must be approved by the Association’s Maintenance Department prior to making any penetrations.

2. Ground Installation

- a) For Quads – Compressor placement shall be on the owner’s side of his main entrance, forward of the garage wall, or inside the wall for walled-in front entrances.

- b) For end units with private entrances: Compressor placement shall be within the front walled-in area.
- c) Compressor to be installed on a concrete pad on the ground.
- d) The Village Director and General Manager must approve exact compressor location.

9.16.1.3 Location – For roof installations, compressors shall not be installed directly over an upstairs unit over the objection of the owner of that upstairs unit.

9.16.1.4 Visibility – Compressors shall not be visible from the street or rear of the building.

9.16.1.5 No compressor shall be allowed in Common Area or Exclusive Use Common Areas except as stipulated under paragraph entitled “Specifications”, Section 9.16.1.2, “Installation Requirements”, items 1a, 2a and 2b.

9.16.1.6 Maintenance – Air conditioners shall be installed and maintained by a contractor who is licensed by the State of California to install and maintain air conditioners. Currently, that is a C-20 Warm-Air Heating, Ventilating and Air Conditioner contractor.

9.16.1.7 Indemnity Agreement – Final approval by the Association is contingent upon the requesting owner(s) signing a License and Indemnity Agreement with the Association prior to commencing installation of an air conditioner. This agreement requires owner payment of fees of a minimum of \$500.00 plus costs for document creation, notary, administrative expenses and legal expenses to record the documents with the San Diego County Recorder’s Office.

Application Procedures

1. Before applying for a permit from the City of Coronado, the homeowner shall submit a request to the Association administrative approval. Submission of the administrative approval request shall include documentation concerning placement of the compressors and compliance with the above stated specifications.
2. The Association’s General Manager and the Village Director shall review the request and ensure proper placement of the unit prior to installation.
3. After administrative approval received and completion of License and Indemnity Agreement, the homeowner may proceed with permitting and installation.

9.16.1 Ceiling Heating System Replacement within Antigua Village – The ceiling heating system installed in the Antigua Village Condominiums units is the responsibility of the owner. Due to the obsolescence of ceiling heating systems and the potential presence of asbestos, damaged ceiling heating systems will not be repaired by the Association. If the Association is responsible for the damage rendering a ceiling heating system inoperable, the Association will install a wall-mounted heating system as a suitable replacement. The make

and model of the replacement unit will be at the sole discretion of the Association, but the capacity will be appropriately sized for the particular unit.

9.16.3 Doors, Windows, Sliders, and Shades

9.16.3.1 Front Doors and Screen Doors – Doors can be modified to include any design as long as the opening size is not modified and the replacement material is solid wood or fiberglass exterior doors with wood-stained finish and trim of either white or a color matching the exterior trim color of the unit.

White wash finish color pallet and wood style finishes limited to color spectrum contained in the “Jeld-Wen” catalog. DM 35M 9/05 10-225 5780, Page #10 listed as follows: Honey, Carmel, Chappo, Sequoia, Mocha, Sable and Cashmere for fiberglass or wood doors are acceptable. Doors can have glass or decorative stained-glass windows.

9.16.3.2 Opening size may be modified in Antigua Village via administrative approval.

9.16.3.3 Door screens are acceptable but must match door color or existing or modified window trim.

9.16.3.4 Windows (Excluding fixed bayside) and Screens – Windows and screens may be replaced with products approved by the American Architectural Manufacturing Association and installed in compliance with the Uniform Building Code per manufacturer's recommended installation instructions. The existing opening cannot be altered in size or shape and the color is limited to the existing bronze or white or a color matching the exterior trim color of the unit. Composite aluminum, fiberglass, or vinyl products are allowed. Replacement must include all windows and screens in the unit; a partial replacement is not allowed. Opening size may be modified in Antigua Village via administrative approval.

9.16.3.5 Sliders – Sliders may be replaced with any product approved by the American Architectural Manufacturing Association and installed in compliance with the Uniform Building Code per manufacturer's recommended installation instructions. The existing opening cannot be altered in size or shape and the color is limited to existing bronze or white. Any design compatible with the above is acceptable (including French type doors either hinged or sliding) composite aluminum, fiberglass, or vinyl products are also allowed. Replacement must include all sliders as viewed from the bay side, and for sliders in front areas, must match windows in color. Opening size may be modified in Antigua Village via administrative approval.

9.16.3.6 Awnings and Window Shades – Awnings and window shades are permitted on upper and lower units but must be retractable and comply with the following architectural standards and rules and installed in such a manner to provide a uniform, consistent appearance in the community:

1. Frame Color: Sand (powder coated finish); Fabric Material/Color: Sunbrella #4616 Mocha; Valance Style: Serrated. Frame, fabric and electric motor must have at least 10-year warranty.
2. For upstairs units, the awnings can extend from the building no further than ½ foot inside the patio rail.
3. For downstairs units, awnings can extend no more than 11’8” from the building or no further than two feet inside the patio rail (whichever is less).
4. No side curtains or vertical support poles are permitted.
5. Awnings are to be extended only when in actual use and not left extended on a continual basis.
6. Owners are responsible for awning maintenance, appearance, cleanliness and any damage to buildings caused by their installation and/or removal. Torn, worn, or otherwise unsightly awnings and window shades shall be removed upon direction of the Association’s Board.
7. Owners are responsible for the cost of the removal and re-installation of awnings and window shades to permit required building maintenance.

9.16.3.7 Montego Village – Replacement of sliding doors and windows shall be considered inconsequential changes, provided they are made of aluminum, fiberglass, or vinyl. Colors may be original bronze or white.

9.16.4 Electrical Vehicle Charging Station Guidelines within Waterfront Villas

9.16.4.1 Requests for installation and use of any electric vehicle charging station (“EVCS”) must comply with Civil Code Section 4745 and are subject to the following:

1. The Owner must make application to the AECC and obtain approval from the Board before proceeding with any work to install an EVCS.
2. All costs for preparation of the application by the appropriate professionals shall be borne by the Owner.
3. An EVCS may be installed only in an Owner’s deeded or assigned parking space appurtenant to the Owner’s unit unless it is impossible or unreasonably more expensive than installing the EVCS in an open common area space.
4. An EVCS must be separately metered or sub-metered to enable all usage costs to be borne by the Owner.
5. An EVCS must meet applicable health and safety standards and all requirements imposed by state and local permitting authorities, as well as the California Building Standards Code, California Code of Regulations, Title 24.

- 9.16.4.2 An application for an EVCS must include all of the following in order to be considered by the Board of Directors:
1. Detailed plans, specifications and schematic drawings submitted by a California licensed electrical engineer or licensed electrician certifying:
 2. The location of the deeded or assigned parking space where the EVCS will be installed.
 3. The amount of available capacity in the building's electrical panel.
 4. That the panel has sufficient capacity available to support the addition of the EVCS to all the existing uses.
 5. The routing of the lines from the building's electrical panel through the garage to the deeded or assigned parking space where the EVCS will be located.
 6. The location of the EVCS in the parking space.
- 9.16.4.3 If installing the EVCS in the Owner's deeded or assigned space is impossible or unreasonably more expensive than installing the EVCS in an open common area space, the licensed electrical engineer or licensed electrician must provide detailed information documenting the basis for this determination.
- 9.16.4.4 An Indemnity Agreement signed by all the Owners to be recorded against the deed of the affected unit.
- 9.16.4.5 The name, address and contact information for the California licensed contractor who will perform the work. A copy of the contractor's current California electrical contractor's license. A copy of the contractor's current certificate of insurance evidencing \$1 million liability coverage for work in condominium or multi-dwelling (or similar) communities and proof of workers compensation insurance. This certificate must name the Coronado Cays Homeowners Association as an additional insured with notice of cancellation.
- 9.16.5 Expansions within Waterfront Villa and Condominium Zone – The AECC will not review an application which expands the interior floor area of a unit in Antigua, Kingston, Mardi Gras or Montego Village except as follows:
- 9.16.5.1 Antigua Village – AECC review and Board approval is required for an application which expands the interior floor area of a unit in Antigua Village into the exclusive use common area of the first level units. This expansion will be limited to approximately 80 square feet adjacent to the street side bedroom and under the existing second level floor projection.
- 9.16.5.2 Mardi Gras Village – AECC review and Board approval is required for an application which expands the interior floor area of a condominium in Mardi Gras Village, provided it meets the conditions contained in 9.16.5.2.1 (patio homes) and 9.16.5.2.2 (town homes).

- 9.16.5.2.1 The proposed expansion of a patio home in Mardi Gras Village must meet the following conditions:
1. Expansion of the interior floor area of the ground floor must be within the exclusive use areas of the unit and may not exceed 20% of the original square footage of the ground floor.
 2. The area of the second level interior floor area expansions, plus the original second level area, shall not exceed 75% of the original ground floor area.
 3. Expansions of the second level will not be allowed on units originally constructed as one-story units.
 4. Single story patio homes as constructed by the original developer cannot be converted into two (2) stories.
- 9.16.5.2.2 The proposed expansion of a townhouse in Mardi Gras Village must meet the following conditions:
1. Expansions of the interior floor area must be within the exclusive use areas of the unit and shall be restricted to enclosing existing balconies, covered and uncovered, front and rear alcoves and side patios. These enclosures shall be within projections of the outermost walls of the unit, as constructed by the original developer.
 2. Expansion above the garage is allowed but must maintain a minimum of eight-foot setback from the front garage wall.
 3. The total area of all expansions may not exceed 20% of the unit's original square footage.
- 9.16.5.3 Kingston Village – The AECC will review an AECC application which expands the ground floor rear patios and front entryways in Kingston Village. In order to be reviewed, the application must conform to the same guidelines stated in 9.15 through and including 9.16.5.3.6. Since most condominium entryways are identified as Exclusive Use Common Areas (EUCA), all of the provisions in 9.15, Policy on Granting Exclusive Use Rights in the Common Area will be strictly enforced. Approvals will be valid for one (1) year. All work must be completed within six (6) months from the date of commencement.
- 9.16.5.3.1 Setbacks
1. Patios that have already been expanded (by current or prior owners) will not be approved for further expansion.
 2. Unexpanded patios may be expanded no further towards the sidewalk than to align with the fences of adjacent expanded patios. A minimum setback of 18 inches from the perimeter sidewalk must be maintained.
 3. Patios may only be expanded within the projected lines of the width of a unit's common walls. Further approvals of wrap around/side patios on end units are specifically prohibited.
 4. Patios may not expand within the forty-eight (48) inch wide aisle at the base of the upper unit's stairway.

5. Removal (or significant trimming) of trees and other vegetation within expanded patios that was original to Kingston or later installed by the Association shall require written authority as set forth in Section 13 (Landscape Policy) of the CCHOA Member Handbook.

9.16.5.3.2 Fencing – All fencing and gates shall be of wood construction to match the picket and rail design of the existing Kingston Village patio fences and patio gates. All fences and gates shall be painted to match the existing patio fences and gates.

9.16.5.3.3 Paving and Hardscape

1. All hardened walking surfaces shall be the color of a cool earth tone that is compatible with the color scheme of Kingston Village.
2. All hardened surfaces shall be professionally placed.

9.16.5.3.4 Landscape

1. All existing trees must be maintained or be replaced with an Association approved tree.
2. Paving or hardscape at the base of trees must be placed at least eighteen inches beyond the outside edge of the tree's mature root ball.
3. An eighteen inch minimum planter shall be maintained between paving or hardscape and the exterior glass wall of a unit's living room.
4. All landscaping shall have a permanent irrigation with automatic watering controls.
5. All plants and trees inside the new fence become the responsibility of the owner to maintain.

9.16.5.3.5 Plan Submittal

1. All applications shall have plans submitted which indicate exact dimensions to all walls, sidewalks, stairways, adjacent fencing, tree(s), and other structures.
2. All applications shall have details and elevations of the proposed patio fencing.
3. All landscape plans shall indicate plant species and the design of the permanent irrigation system.
4. All applications shall include photographs of adjacent patios.

9.16.5.3.6 Construction

1. The patio slab shall be reinforced concrete with a minimum thickness of four (4) inches.
2. The electrical conduit shall be twelve to eighteen inches deep below grade.
3. There shall be a minimum of a quarter of an inch per square foot slope from

the condo to the sidewalk and drains. Water shall not drain towards condos on either side.

4. The concrete shall be two thousand pounds P.S.I.
5. There shall be a half-inch expansion felt between fixed structures, concrete slab and condo structure, as appropriate.
6. Patio surface elevation must be compatible with adjoining patios on both sides.

9.16.5.4 Montego Village – Modifications to the exterior of Montego units, including patios and garage enclosures, should be submitted to the AECC for review and Board for approval.

9.16.6 Fence, Tree, and Hedge Heights

9.16.6.1 Antigua Village

9.16.6.1.1 Fences – Commencing December 17, 2020, All AECC applications for rear patio fences separating units or separating units from common area (end units) shall be limited to the height described below within ten (10) feet of the exterior surface of the bulkhead. The height shall be measured from the lowest adjoining side.

1. Solid Fence Construction (no visible separation in fencing material or the material used does not allow visibility through the fence) forty-eight (48) inches maximum; and
2. Lattice or Clear Glass Construction, sixty-six (66) inches maximum.

All rear patio fences described above that have been previously approved by the Association pursuant to 9.16.8.1, items 1 & 2, prior to December 17, 2020, shall remain as constructed but any replacement or significant restoration of said existing fence described above must comply with Rule 9.16.8.1.

9.16.6.1.2 Tree and Hedge Heights – The rear patio areas and trees, bushes, and hedges in the planters located in the breezeways within ten (10) feet of the exterior surface of the bulkhead shall not exceed sixty-six (66) inches in height. The maximum height for trees and hedges in the front and rear patio areas shall not exceed eight (8) feet. All trees, bushes and hedges must be contained within the unit's front and rear patio areas. This provision does not grandfather any existing tree and hedge heights.

9.16.6.2 Kingston and Montego Villages

Trees and Hedge Heights – The maximum height for trees and hedges in the front and rear patio areas, other than original common area trees, shall not exceed eight (8) feet in height. All trees, bushes and hedges must be contained within the unit's front and rear patio areas. This provision does not grandfather any existing tree and hedge heights.

9.16.7 Hard Surface Flooring System Guidelines

- 9.16.7.1 Areas to Which these Guidelines Apply – These guidelines apply to second and third floor units in Antigua, Kingston, and Montego Villages.
- 9.16.7.2 Flooring System – All enclosed floor areas within the unit should be covered by a surface flooring material and sound insulating underlayment (“Flooring System”). The flooring system and insulation methods selected by second and third floor condominiums will impact what neighbors hear as you, your family, and your guests walk, move, or drop items within your unit.
- 9.16.7.3 Flooring System Selection Guidelines – The best flooring system should be used, but an owner’s selected Flooring System shall have a minimum Actual Impact Installation Class (“AIIC”) rating of 50 or higher in the kitchen, bathroom(s), and entry area, and a AIIC rating of 55 or higher for all other floor areas within the unit. The Sound Transmission Class (STC) rating shall be 55 or higher. Appropriate underlayment is also required to achieve the specified minimum ratings. The Association can only provide conditional approval of a proposed flooring system since the AIIC must be determined after the flooring has been installed.
- 9.16.7.4 Sound Testing – If the flooring does not meet minimum ratings based on a sound test, the flooring will be required to be remediated to meet the minimum rating or be removed. The expense of the sound test, any remediation and/or removal of the flooring and installation of acceptable alternate flooring will be the responsibility of the unit owner.
- 9.16.7.5 Space for Acoustical Strip – A 0.25-inch gap should be left around the perimeter of all acoustical underlayment to allow for the installation of an acoustical strip between the underlayment and the vertical wall.
- 9.16.7.6 Carpeting – with appropriate padding does not require Association approval.
- 9.16.8 Rooftop Solar Energy System Guidelines within Waterfront Villa Zone
- 9.16.8.1 An Association may not establish a general policy prohibiting the installation or use of a rooftop solar energy system for household purposes on the roof of the building in which the owner resides, or a garage or carport adjacent to the building that has been assigned to the owner for exclusive use.
- An Association is also prohibited from requiring approval by a vote of members owning separate interests in the common interest development to allow this exclusive use of the common area by an owner for rooftop solar energy systems; however, the Association may impose reasonable requirements as shown below:
- 9.16.8.2 Final approval by the Association for solar installations on Common Area / Exclusive Use Common Area elements are contingent upon the prior completion by the owner(s) of a License and Indemnity Agreement with the Association BEFORE commencing installation in the common area or exclusive use common area solar system(s). This agreement requires owner payment of a minimum fee of \$500.00 plus any costs for document creation, notary, administrative expenses and legal expenses to record the documents with the San Diego

County Recorder's Office, or for owner to personally create, notarize and record same.

9.16.8.3 Current and successive owners will be responsible for:

1. All costs for damage resulting from installation, maintenance, repair, removal or replacement of system(s).
2. Cost of maintenance, repair and replacement of system(s), including removal and/or reinstallation for roofing projects.
3. Costs of restoration of common areas, exclusive use common areas, or separate interests after removal.
4. Disclosing to prospective buyers the existence of the system(s) and the owner's obligations(s).

9.16.8.4 When reviewing a request to install a solar energy system on a multifamily common area roof shared by more than one homeowner, the Association must require an applicant to notify each owner of a unit in the building on which the installation will be located of the application using the existing "Neighbor Notification" process and forms described in Section 9.8.

9.16.8.5 The Association must also require the requesting owner and each successive owner of that unit to maintain a homeowner liability coverage policy and provide the certificate of insurance within fourteen (14) days of approval and annually thereafter.

9.16.8.6 When reviewing this request, the Association requires the owner submitting the AECC Solar Application to submit a solar site survey conducted by a qualified, licensed solar contractor or licensed home inspector showing the placement of the solar energy system which includes a determination of an equitable allocation of the usable solar roof area among all owners sharing the same roof, garage, or carport. In the event where insufficient space exists on the common area rooftop or exclusive use garage roof area in order to equitably provide solar energy system installation space for all owners sharing the same roof, garage or carport, the application may be denied.

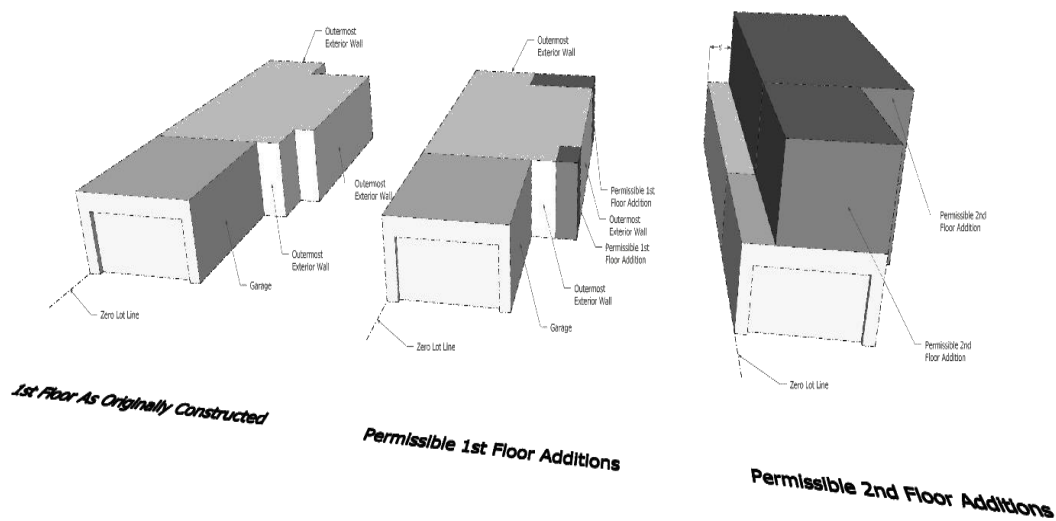
9.17 Village Residence Zone Architectural and Environmental Guidelines

These guidelines apply to the Village Residence Zone consisting of single-family homes in Jamaica, Bahama, Trinidad, and Port Royale Village. These guidelines do not apply to townhomes located in those villages.

9.17.1 Expansions

9.17.1.1 Expansion – An expansion or change to a home may not change the character or the general appearance of any portion of the village. This does not preclude enhancing the exterior with stucco, wood, or modern architectural stone. The expansion or change may not intrude into the Common Area within the village; expand the floor area within the village except subject to meeting all the requirements of Sections 9.4 through 9.14 of the Members' Handbook.

- 9.17.1.2 Zero-lot Line – A building extension along a zero-lot line, if otherwise approved, shall have a five (5) foot setback from the zero-lot line. Clear windows shall not be installed that face in the direction of a zero-lot line. Obscured glass windows, like frosted glass or glass block, may be considered for approval.
- 9.17.2 Second Story Additions – Homes in the Village Residence Zone of the Coronado Cays Specific Plan, Coronado Municipal Code Chapter 90.10, include detached single-family dwellings, but not townhouses, in Jamaica, Bahama, Trinidad, and Port Royale Village. The Village Residence Zone is depicted on the Coronado Cays Specific Plan Map on file at the City of Coronado, as amended from time to time.
- 9.17.2.1 Homes in the Village Residence Zone may be expanded on the ground floor but only within a rectangular area formed by a projection of the outermost exterior walls of the house, excluding the garage, as constructed by the original developer, and must comply with all applicable setbacks.
- 9.17.2.2 One and two-story homes within the Village Residence Zone may be modified, expanded, reconstructed, or replaced with the expansion or addition of a second story within a rectangular area formed by a projection of the outermost exterior walls of the ground floor, excluding the garage, as constructed by the original developer.
- 9.17.2.3 Additionally, expansions or additions over the garage are permitted. However, the expansion or addition of a second story over the house or the garage must utilize a five-foot setback from the zero-setback property line, if one exists, and comply with all other applicable setbacks.
- 9.17.2.4 The application of the provisions of this section is based on an administrative policy issued by the City of Coronado to provide for such modifications, expansions and/or additions as set forth herein. Approval by the Association of any application for such modifications, expansions and/or additions is entirely discretionary and is dependent upon the application complying with the Member Handbook (as amended from time to time); architectural guidelines, if any; AECC review and action; and the prior written approval of the Board of Directors.



9.17.3 Atriums – Enclosure of atriums requires review of the AECC and is subject to Board approval and City Code requirements concerning window size, ventilation, and emergency egress. An increase in the assessment for additional floor area will be applied upon completion in accordance with Section 9.4.2.

9.17.4 Air Conditioning – No window air conditioning units shall be installed because of noise and appearance. Central air conditioning systems require administrative review and approval for noise and appearance.

9.17.5 Awnings, Sunscreens, & Umbrellas within Village Residence & Townhome Zones

9.17.5.1 These guidelines primarily affect locations that are visible from the street or the waterfront. Backyards of off-water homes are excluded from this guideline. Examples of locations that come under this guideline are decks and patios (at ground level as well as on upper stories) that are visible from the street or the waterfront. Where “umbrella” is written, the guideline applies equally to awnings, sunscreens, pergolas, trellises, etc. In cases where approval is required, it should be requested before purchasing the umbrella. Where “approval” is mentioned, the General Manager may determine whether approval is administrative or requires AECC review and Board approval.

9.17.5.2 Location – Umbrellas should be placed in a location that is least visible from the street or waterfront.

- 9.17.5.3 Size – Any support for umbrellas, awnings or sunscreens higher than eight feet requires approval before installation. Large awnings, sunscreens or umbrellas are not allowed that resemble an extension of the building as a fixed structure. If there is any doubt, AECC review and Board approval is required.
- 9.17.5.4 Security and Maintenance – Security in case of high winds shall be considered. Umbrellas, awnings or sunscreens must be maintained
- 9.17.6 Density – Homes rebuilt in the Village Residence Zone shall be designed in accordance with the same rules as a remodeled home. They shall have the same look, footprint, profile and height as the original house with only slight exterior modification in accordance with other provisions of this chapter. Density of population in the Village Residence Zone affecting the number of bedrooms and parking is of great concern relative to any remodeling and will be carefully considered in the approval process. Pursuant to Government Code section 65852.2(a)(8), permitted and Board approved ADUs shall not be deemed accessory and shall not be considered to exceed the allowable density for the lot upon which it is located.
- 9.17.7 Garages – Garages may not be modified to reduce the parking capacity or used as a bedroom or for other residential use with the exception of an Accessory Dwelling Unit (ADU) or Junior Accessory Dwelling Unit (JADU) permitted by the City of Coronado and approved by the Association. The net dimensions of each garage shall be a minimum of 9 feet by 20 feet. Each dwelling shall be provided with a minimum of two off-street parking spaces as stated in the Coronado Cays Specific Plan. Parking for Accessory Dwelling Units (ADUs) and Junior Accessory Dwelling Units (JADUs) must comply with City of Coronado Ordinance 86.56.105 or as otherwise approved by the Association. City of Coronado Ordinance 86.56.105 states:
1. A maximum of one parking space shall be required for each ADU.
 2. No additional parking is required for a JADU.
 3. When additional parking is required for an ADU, the parking may be provided as tandem parking, may be covered or uncovered, and may be located within side and rear yard setback areas. ADU parking within the front yard setback area is limited to within an existing driveway.
 4. If an ADU or JADU replaces an existing garage or other required parking, replacement spaces shall be provided. When required parking is removed in conjunction with the establishment of an ADU, required replacement spaces may be covered or uncovered and may be located within side and rear yard setback areas. Parking within the front yard setback is limited to within an existing driveway.

9.17.8 Landscaping

Sprinkler systems shall not spray the base or sides of neighbors' house. Plants and shrubs shall not be attached to neighbors' house or comprise a nuisance in any way, e.g., when painting the outside wall. Vegetation shall be kept to a size so as not to impact the views or sunlight of the neighbors' house. This is particularly true with atrium homes where the atrium is on the zero-lot line.

As a Building Code requirement, dirt and grass shall be kept a minimum of two (2) inches below the weep screed (the perimeter concrete wall sill) on the exterior walls to prevent termites and moisture from damaging the house.

Proposed changes to the curbing, paving of the walkway or in front of garages, or any "hardscape", lighting, or decorations visible from the street shall be submitted for administrative or Board approval. Landscaping maintenance on the street side of every house is the responsibility of the Association and the Landscape Coordinator. Requests to change the landscaping on the street side of a home is subject to administrative approval.

9.17.9 Painting – Each house will be painted entirely (stucco, wood siding, wood trim and metal trim) every ten years. Five years after the complete repaint, there will be painting of wood siding and wood & metal trim. Custom gates & metalwork, decks & balconies, trellis & pergolas, stairs, and items added by the owner are excluded (will not be painted). Village Reserve funds are used to cover this painting requirement.

9.17.9.1 There is an approved slate of colors for the village that may be viewed at the Association office. Trim colors are intended for narrow strips like beams and columns. Adjacent houses may not be painted the same combination of main and trim colors. A basic guideline is to preserve the existing "look" of the village and not have conflicting combinations or adjacent homes with the same color combination. If an owner desires to change colors of his/her house, a "Paint Color Change Request" form must be submitted to the Association in the same fiscal year in which the house has been scheduled to be painted. Association staff will contact the Village Director for approval.

9.17.9.2 Shingles – from original construction are allowed to remain unpainted as long as the owner maintains the shingles in a clean and unstained condition

9.17.10 Roof Color and Materials – Proposed roof colors and type of material for new roofs are subject to administrative approval. Approval is based on the house color and village characteristics.

9.17.10.1 Bahama Village Roof Materials – Roofs installed in Bahama Village must be specialty material or lightweight tiles. Asphalt shingle and composition roofs are not permitted on sloped roofs. Asphalt is permitted only for flat, level roof areas. Approved materials for sloping roofs are:

MaxiTile – Maxi Tile, Inc.

Premium Duralite – Monier LifeTile

HardiShake – James Hardie Building Products

Eagle Lite Light Weight Concrete Tiles – Eagle

HardiSlate – James Hardie Building Products

Light Weight Clay – U.S. Tile

Fire Free – Recon Building Products

Cedar Lite – Monier Life Tile

Premium Duralite 2000 – Monier Life Tile

Other manufactures with comparable light weight concrete tiles may be considered.

9.17.10.2 Trinidad and Port Royale Villages – Color and roof tile material shall be consistent with the character of the village.

9.17.11 Solar Panels – Solar panel installations are eligible for administrative approval and are subject to current Civil Code. Solar panels shall be permitted and installed in such a manner as to minimize the visual impact from adjacent streets.

9.17.12 Spas/Hot Tubs – Are permitted subject to meeting requirements of administrative approval. The unit must be silent operation and used at reasonable hours and be subject to the right of neighbors to complain to Cays Safety Patrol or the Coronado Police in case of objectionable noise. Spas or hot tubs must have a setback of five (5) feet from side and rear property lines as stated in the Coronado Cays Specific Plan 90.02.030.

9.17.13 Bahama Village Architectural Committee (BVAC) – The Bahama Village Director shall appoint a committee of up to three homeowners to preview applications requesting exterior architectural, landscaping changes, etc. Bahama Village Architectural Committee (BVAC) shall review and develop a recommendation for approval or disapproval of the request, and submit it with comments to AECC. BVAC shall not recommend approval of any application that violates any part of these rules. Every effort must be made that the review by BVAC does not delay review by AECC.

9.18 **Village Townhouse Zone Architectural and Environmental Guidelines**

9.18.1 Bahama Village Rear Yard Decks – It is the policy of the City of Coronado Community Development Department that rear yard decks and patios are permitted structures in the Village Townhome Zone. Rear yard decks, patio slabs, or other surface materials may encroach in required setbacks provided they do not exceed the height of the main structure's first floor house slab as constructed by the original developer and do not adversely affect the structural integrity of the bulkhead.

9.18.1.1 It shall also be the policy of the City of Coronado Community Development Department that any property owner who has an existing rear yard deck in the Village Townhouse Zone may retain the deck subject to compliance with the above referenced development standards and through obtaining approval of the Coronado Cays Homeowners Association and a building permit from the City of Coronado.

- 9.18.2 Trinidad Village Roof Deck Spas – Spas will not be allowed on roof decks on single-story townhomes with zero-lot lines.
- 9.18.3 Rooftop Decks – Rooftop decks will not be allowed in the Village Townhouse Zone due to privacy and noise concerns.

9.19 Bulkhead Preservation

To preserve the integrity of the waterway bulkheads, there will be no excavation deeper than 18 inches in any yard that contains a “dead man” support system for the bulkheads nor may any underground garage be constructed within 15 feet of any “dead man” support systems. However, if the excavation is properly certified by a licensed civil engineer, it may be approved.

9.20 Association Owned Common Area and Wharfage Area Exterior Paint Color

- 9.20.1 The standard color throughout the Cays common areas including the Kiosk entry area, pergolas, signs, light posts and street signs, shall be recommended by the AECC to the Board of Directors. The Board approved the Frazee paint colors Admiral Blue (5095N), Blue Brilliance (ACO79N) and Dunn-Edward paint colors Endeavor Blue and Sea Witch Blue.
- 9.20.2 Wharfage Excepting Blue Anchor & Green Turtle Cays – As of present, dock piling caps, ramp railings and trim are to be repainted Sea Witch Blue, Endeavor Blue, Blue Brilliance, Admiral Blue or White when required from maintenance standpoint or for new construction. Ramps constructed of aluminum or other permanently colored composite material may remain unpainted subject to the approval of the Village Director and General Manager.
- 9.20.3 Wharfage in Blue Anchor & Green Turtle Cays – When required from a maintenance standpoint or for new construction, dock piling caps, ramp railings and trim shall be painted Sea Witch Blue, Endeavor Blue, Blue Brilliance, Admiral Blue, or White or colors approved by the Village Director and General Manager. Ramps constructed of aluminum or other permanently colored composite material may remain unpainted subject to the approval of the Village Director and General Manager.

10.0 RENTAL POLICY

10.1 Information

The Association will provide property managers with copies of this Member Handbook to distribute to their tenants.

10.2 Rental Rules Compliance

The Association will encourage realtors and property managers to include a clause in their leases requiring the tenants to comply with the Association member handbook and provide that any violation of the provisions thereof would constitute a default in their lease.

10.3 Rental Policy

The Association supports the City of Coronado's Municipal Code (CMC 86.78.060) which prohibits transient rentals. Transient rentals or leases for periods of 26 days or less are prohibited.

- 1. Short-Term Rentals.** Short-term rental is defined as (1) renting, leasing or subletting a Residence for a period of 26 consecutive calendar days or less; (2) soliciting or advertising the Residence for rent, lease, subletting or occupancy for a period of 26 consecutive calendar days or less; and/or (3) using the Residence for transient or hotel purposes wherein lodging or sleeping amenities are provided and amenities or services including, but not limited to, cable, internet, and/or linens are provided, for a period of 26 consecutive calendar days or less.

Pursuant to Coronado Municipal Code § 86.78.010 et seq., leases or rental(s) of 26 days or less are subject to transient occupancy taxes. (See also, CMC §16.12.010 et seq.) Accordingly, notwithstanding Article II, Section 11 of the CC&Rs, short-term leases and/or rentals (including advertisements or solicitations to rent, lease, let, sublet and/or occupy a Residence) for a period of 26 consecutive calendar days or less are considered prohibited commercial uses.

No Owner may advertise any Residence for rent without identifying that the Residence is located within the Coronado Cays Homeowners Association by including the phrase "Coronado Cays Homeowners Association" in the advertisement or posting. Internet, print, and other types of advertisements for short-term leases or rentals within the community shall be deemed proof of a violation(s) of the rental or leasing restrictions in the governing documents. It shall be the Owner's responsibility to provide the Board or management with the following proof that he or she is not in violation of the same: A copy of the signed lease or rental agreement covering the period in question that explicitly states a lease or rental term of no less than 26 consecutive calendar days.

2. **Rental of Entire Residence.** All leases and rental agreements must be for the entire residence, including any garage and/or dock/boat slip appurtenant to the residence, and not merely parts thereof. Rental, leasing, letting or subletting any portion or portions of a Residence (i.e., less than the entire Residence) is prohibited. However, nothing in this section will prohibit an Owner from leasing or renting an entire ADU or JADU permitted by the City of Coronado and approved in writing by the Association. ADUs/JADUs and garage conversions are prohibited in all condominium villages.
3. **Residential Use / Single Household Residence.** Except as otherwise authorized by law or the CC&Rs, Residences may only be used as a “private residence for a single household Residence.” (CC&Rs, Section 2.3.2.) This means, Residences shall be for private dwellings occupied by the Owner and Owner’s family or other individuals who reside with the Owner on a non-transient or non-hotel-type basis, or be occupied by an individual or a family. For purposes of this Rule, “family” is defined as related or unrelated persons who jointly occupy the Residence and have equal access to all areas of the Residence (e.g., no rentals of single rooms), and who share living expenses (such as rent or mortgage payments, and food costs and utilities) and function together as an integrated economic Residence. (Coronado Mun. Code § 84.04.290.) For purposes of this provision, an “integrated economic Residence” means individuals who rely on each other financially to pay rent and other household expenses (e.g., under a single lease). (See, Colony Hill v. Ghamaty (2006) 143 Cal.App.4th 1156, and Coronado Municipal Code §84.04.290.)
4. **Penalties for Rental Violations.** Violation(s) of the Rules in sections (a) – (c) above are subject to the disciplinary measures listed in the Fine Schedule. Violations or potential violations of the above rental Rules and/or CC&Rs, Sections 2.3.2 and/or 2.5, are subject to immediate notice of hearing without a Warning Notice, in the Board’s or management’s discretion. The fines in the Fine Schedule may be imposed per violation and not per month that such violations occur.

11.0 PAINTING POLICY

11.1 Paint Color Change Requests

If a member would like to change the color of his home, the member must complete a color change request form.

11.1.1 For homes in Blue Anchor or Green Turtle Villages, the General Manager may administratively approve or disapprove the request. Decisions of the General Manager may be appealed to the Village Director who has final authority.

11.1.2 For homes in Jamaica Village, Trinidad Village, and detached homes in Port Royale Village, the General Manager may administratively approve a color change request provided the color requested is an approved color for the village and no adjacent home is painted the same color. If the color requested is not an approved color, or if an adjacent home is painted the same color, the Village Director or the designated paint committee will determine if the requested color will be approved.

11.1.3 For homes in Antigua, Montego, Kingston and attached homes in Port Royale Village, color changes may be approved only by the Village Director.

11.1.4 For homes in Bahama Village, refer to paragraph 9.17.10.

11.2 Costs Associated with Color Changes

Any costs which arise, as a direct result of a paint color change request by a member, shall be the exclusive responsibility of the member. Color changes initiated by the Association shall be the responsibility of the Association.

11.3 Establishment of Approved Colors

The village directors for Jamaica village, Bahama village, Trinidad village and Port Royale village shall establish a list of approved paint colors for their village. The village director may form a village paint committee to assist in establishing an approved list of paint colors. The village director may also delegate to the village paint committee the authority to approve paint color change requests from individual members.

11.4 Painting Cycles

The village director of each village will establish repainting cycles for homes in his / her village.

12.0 MAINTENANCE RESPONSIBILITIES

12.1 Walls

- 12.1.1 Village Common Walls – The entire wall, which delineates the exterior boundary of a village, is the responsibility of that village. This includes larger and more ornate walls usually located at the entrance to a village.
- 12.1.2 Joint Homeowner Walls – Walls in this category usually delineate the lateral sides of a property. This wall category also includes those walls, which mark the backside property line shared with another homeowner. If one of the wall's obvious purposes is to demark and/or to divide one homeowner's property from another, it is considered a joint responsibility.
- 12.1.3 Single Homeowner Walls – Walls in this category delineate the boundaries between village areas landscaped in common and areas considered private to the homeowner. Usually, these walls provide privacy and/or security for the homeowner concerned. These walls are the responsibility of the individual homeowner.
- 12.1.4 Coronado Cays Homeowners Association Walls – This includes the entrance to the Cays and the features of the Bahama wall fronting the entrance circle.
- 12.1.5 Responsibility – Homeowners must maintain, repair and/or replace walls for which they are responsible as defined above. Significant changes made in style, dimension, and/or material during major repair and/or replacement must be approved by the Architectural and Environmental Control Committee (AECC).
- 12.1.6 Protection – Walls must be protected from damage by abutting homeowners. Paint and stucco may be applied by the owner of an abutting property at his own expense, but in such a way as not be visible from outside the concerned homeowner's property or to affect the appearance of the opposite side. This applies to walls, which are the complete responsibility of a given village and walls, which are the joint responsibility of adjacent homeowners.

12.2 Special Parcels

- 12.2.1 Each village shall be assigned financial responsibility for certain CCHOA-owned common area parcels. If a village has responsibility for a particular common area parcel, the village shall also pay the cost of maintaining the landscaping on the road right-of-way between the parcel and the curb face.
- 12.2.2 Jamaica Village – The cost to maintain lot numbers 90, 90A, 90B and 90E shall be assigned to Jamaica Village.
- 12.2.3 Green Turtle Village – The costs to maintain the road right-of-way encroachment along the portion of Green Turtle Road right-of-way from Coronado Cays Boulevard to Admiralty Cross. Green Turtle village will also pay the landscaping costs of all islands in road right-of-way in Green Turtle Village and the landscaping and maintenance costs of the causeway areas adjacent to Admiralty Cross.

- 12.2.4 Antigua Village – The costs to maintain lot numbers 419 and 420 shall be assigned to Antigua Village.
- 12.2.5 Bahama Village – The costs to maintain lot numbers 407, 408, 409, 410, 412, 413, 414, 415, 416, 417 and 418 shall be assigned to Bahama Village.
- 12.2.6 Antigua/Bahama Split – The costs to maintain lot number 411 shall be split 50%/50% between Antigua village and Bahama Village.
- 12.2.7 Trinidad Village – The costs to maintain lot numbers 545, 546, 547, 548, 549, 550, 551(up to causeway), 552, 554 and 555 shall be assigned to Trinidad Village.
- 12.2.8 Kingston Village – The costs to maintain lot number 590 shall be assigned to Kingston Village.
- 12.2.9 Trinidad/Kingston Split – The costs to maintain lot number 460 shall be split 55%/45% between Trinidad village and Kingston Village.
- 12.2.10 Montego Village – The costs to maintain lot number 3 shall be assigned to Montego Village.
- 12.2.11 Blue Anchor Village – The costs to maintain lot numbers 589, 693, 694, 696, 697 and the road right-of-way on the east side of Blue Anchor Cay Road shall be assigned to Blue Anchor Village.
- 12.2.12 Port Royale Village – The costs to maintain lot numbers 621 (designated meters), 622, 623, 846, 847, 850, 922 and 923shall be assigned to Port Royale Village.
- 12.2.13 Mardi Gras Village – The costs to maintain lot numbers 849, 854 and 925 shall be assigned to Mardi Gras Village.
- 12.2.14 Port Royale/Mardi Gras Village Split – The costs to maintain lot numbers 853 shall be split 55%/45% between Port Royale Village and Mardi Gras Village.
- 12.2.15 Common Administration – The costs to maintain lot numbers 18, 855, 924, 926, 927 and 928 shall be assigned to Common Administration. In addition, C.C.H.O.A. will maintain the landscaping of the road right-of-way along Grand Caribe Causeway and Coronado Cays Boulevard, which are not maintained by the City.

12.3 Condominiums

- 12.3.1 The villages of Antigua, Montego, Kingston, and Mardi Gras are condominium villages as defined in state statute. Each condominium village has a condominium plan filed of record, which defines the limits of units, common area, and limited-use common area.
- 12.3.2 In each of the condominium plans, the unit is defined as an air space bounded by the bearing walls of the unit and does not include bearing walls, columns, floors, or roofs.
- 12.3.3 Limited common areas are those portions of the common area designated for exclusive use

by an owner of a unit as set forth in the applicable condominium plan as a balcony, patio, garage, or boat area. These areas are treated as a part of the unit for purposes of maintenance and repair.

12.3.4 Items that are a part of a unit and are the owner's responsibility to maintain and repair in the condominium villages:

- A. All interior wall surfaces, including but not limited to wall texture, wall paint, wallpaper, wood paneling, mirror/glass coverings and acoustic ceiling coverings or other ceiling texture and finishes.
- B. All interior floor surfaces from the sub-floor up. This would include, but not be limited to, tile, carpet, hardwood floors, linoleum, and brick, other floor coverings and baseboards.
- C. All interior fixtures, including, but not limited to, space heaters, hot water heaters, kitchen appliances, light fixtures and ceiling heating system.
- D. All doors, including hinges, doorjamb, weather stripping, moldings, trim, and door hardware and all windows, including sliders, frames, moldings, trim, casing, sills, muntins, mullions, and screens.
- E. Water faucets and all fixtures, including free standing or built-in sinks, toilets, showers, water purification/filter systems, tubs, shower faucets, all water supply lines, goose neck/shower heads, wax rings, P-traps, wall inlets, angle stop valves, mixing valves, and any shut-off valves located inside the unit.
- F. Garage doors and associated hardware including, but not limited to weather stripping, hinges, tracts, drives, motors, control systems, remotes, and locks.
- G. All electrical switches and hardware, including outlets, cover plates, electrical panels and porch light fixtures and all breakers except for the main breaker, serving units in Montego, Antigua and Kingston.
- H. All cabinets and counters.
- I. Heating system control units and registers.
- J. All gas fixtures, flex supply lines and valves, wherever located.

12.3.5 All portions of each condominium village, which are not a part of a unit, or a part of the limited common area as defined in the applicable condominium plan, are a part of the common areas maintained by the Association.

12.3.6 The following lists items that are considered CCHOA Common Areas and are the Association's responsibility to maintain and repair in the condominium villages:

- A. The footings and the concrete slab.

- B. The sewer system, from the roof vents to the street sewer lateral.
- C. Pipes of any type, wherever located within unit walls must be maintained by the Association. This includes water lines and sewer lines, as well as gas lines, even if those lines are located within the interior non- bearing walls of the unit unless modified or added by the homeowner. The modified or added electrical, water, sewer, and gas lines are the responsibility of the owner.
- D. All electrical wiring in the wall leading into the electrical outlet.
- E. The main electrical breaker for units in Montego, Antigua and Kingston Villages.
- F. All walls, including sheet rock, but excluding the interior paint or wall coverings.
- G. The structure and exterior surface of the patio decks and the upper entry landings, and stairs excluding any covering, carpeting, tile or other surface added by the owner. Coverings, carpeting, tile, or other surfaces, which are added by the Association, will be maintained by the Association.
- H. All of the bearing walls and vertical supports of the condominium buildings.
- I. All soffits and furred-down ceilings.
- J. All of the roofs of the condominium buildings. Roofs include all skylights installed by the original developer.
- K. The balconies up to and including the exterior surface of the floor of the balcony. Any added surface, such as tile or carpeting, added by the owner is not part of the Association's responsibility.
- L. All ducts wherever located for the heating system. Registers shall be the owner's responsibility to maintain.
- M. All sewer lines, wherever located.
- N. The main water shut-off valve and pressure regulator.
- O. Fences, gates and all common area walkways in the condominium villages unless modified or added by the homeowner.
- P. All common area landscaping. This includes all the areas outside the boundaries of the unit. Any landscaping in the exclusive use common area is the owner's responsibility to maintain including, but not limited to, all irrigation servicing of this area.
- Q. Rain gutters and down-spouts, wherever located.
- R. All exterior building lights, ground lights, not including lights such as porch lights, which are turned on within individual units. Does not include lights installed by the

owner.

- S. All mailboxes located on or outside the exterior walls.
- T. All chimney flues, chimney caps, and spark arrestors unless modified or replaced by the owner. Modified or replaced components are the responsibility of the owner
- U. All exterior painting.
- V. All common area bulkheads, pilings, docks, railings, dock boxes, dock utilities located in Kingston and Antigua villages.

12.3.7 Damage to Common Area – If the common area is damaged by a unit owner’s actions, or by the failure of an owner to properly maintain a unit or the limited use common area appurtenant to a unit, then the unit owner will be responsible to pay the costs to repair the damage to the common area.

12.3.8 Damage to Units – If a unit or the limited-use common area appurtenant to a unit is damaged by the Association’s action or by the failure of the Association to maintain a part of the common area, then the Association is responsible to repair the damage to the unit. *(Modified by Resolution 22-05)*

12.3.9 Owner Modification – Article VII, Section 7, of the CC&Rs provides that the individual owner is responsible for the maintenance and repair of any modification to his unit or the exclusive-use area appurtenant to his unit. All modifications must be reviewed by the Architectural and Environmental Control Committee and approved by the Board of Directors, and the owner must sign a maintenance and indemnity agreement to ensure his obligation to maintain the modification. *(Modified by Resolution 22-02)*

12.3.10 Mardi Gras Bulkhead Railing Gate Modification – Since the intertidal beach area adjacent to the bulkhead on the bay side of Mardi Gras Village is open to public access, the Board of Directors has concluded that the gates in the bulkhead railing are compatible with the appearance of the village. The gates are administratively approved, provided they meet minimal construction standards. Owners of bay side units in Mardi Gras Village may install gates in the bulkhead railing on the rear patio, provided they meet the following guidelines:

- A. Marine-grade hardware and fasteners must be used for the installation.
- B. The gate must incorporate the existing railing and pickets into the construction of the gate in such a way that the gate does not visually contrast with the railing.
- C. The gate must be lockable.
- D. The gate must be constructed and installed in a professional manner.

12.4 **Lights - CCHOA responsibilities include**

12.4.1 Antigua Village – All ball lights, ground lights, garage lights, tunnel lights, overhead stair

lights and dock box lights. The Association is responsible for all globes, bulbs, fittings, and photocells except for the front porch light, that is the homeowner's responsibility.

- 12.4.2 Kingston Village – All ball lights, ground lights, all lights in carport areas, all candelabra bulbs that are controlled by Association photocells. All waterside stairway bulbs and all dock pedestals.
- 12.4.3 Montego Village – All pavilion lights, ground lights, ball lights, all lights on garages and in carports, all lights on stairs and above front doors, all lights on the security fence.
- 12.4.4 Bahama Village – All ball lights behind the clubhouse are owned and maintained by the Association. Ball lights behind individual homes are owned by individual homeowners but are maintained by the Association including the globes. The homeowner is responsible to provide power to the ball light fixture except that the Association will maintain the photocell. All ground lights in front of “model homes” at 2, 4, 6, 8, 15, 17, 19 and 21 Catspaw Cape are individual homeowner's responsibility.
- 12.4.5 Jamaica Village – All ball lights, including the two gazebos. All ground lights and pavilion lights.
- 12.4.6 Trinidad Village – All pavilion lights. All ball lights, except 3, 5, 7, 9, 11 and 13 Port of Spain. All ground lights, except 23, 25, 27 and 29 Port of Spain (model homes are individual homeowner's responsibility).
- 12.4.7 Port Royale Village – All ground lights on Aruba Bend, and in common planted areas plus the spotlights at the village entry signs.
- 12.4.8 Green Turtle Village – Lights are the responsibility of the homeowners. The Association is responsible for ground lights for village entry signs and along the village entryway and ball lights on Green Turtle Road only.
- 12.4.9 Blue Anchor Village – Ground lights at the village entry sign only.
- 12.4.10 Mardi Gras Village – All pavilion lights and ground lights. Twelve street lights: 17, 33, 59, 75 Delaport; 3 and 6 South Cays; 3, 15, 41, 75, 100 and 113 Tunapuna Lane.
- 12.4.11 Common Administration – All lights in, on and around C.C.H.O.A. administration, including ball lights along administration (excluding interior lights in tenant offices). All lights in, on and around the C.C.H.O.A. maintenance facility. All floodlights, decorative and high intensity lights mounted in, on or around the Kiosk, including spot floods for dedicated flag pole and lights in blue light fixtures mounted on the white wall east of entrance traffic circle; also include flood lights along bike path directly north and south of the entrance.

12.4.11.1 Navigational Aids – All navigational aid lights:

#1 (green)	#2 (red)
#7 (green)	#8 (red)
#11 (green)	#10 (red)
#13(green)	#14 (white – tire island)
#15 (green)	#16 (red)
#21 (green)	#22 (red)

12.4.12 City Street Lights – All city street lights are maintained by the City of Coronado and have three-digit numbers on the light poles.

13.0 LANDSCAPE POLICY

13.1 Information

The Association maintains all common area landscape. In addition, the Association maintains the landscaping not within exterior fenced boundaries of all private residences in Jamaica, Bahama, Trinidad and Port Royale villages. Additionally, the Association maintains the landscaping external to the entryways leading to the interior courtyards of homes in Mardi Gras Village. (The authority for the Association to do this work is found in Article III, Section 2 (h) of the CC&Rs.)

13.2 Village Landscape Coordinator

Each village director shall designate a member of his/her village to act as village landscape coordinator. The village director may appoint him/herself village landscape coordinator. The duties of the village landscape coordinator shall be as follows:

- To monitor the quality of Association maintained landscaping in the village.
- To regularly advise the CCHOA Landscape Supervisor on the appearance of the Association maintained landscaping in the village.
- To develop and approve special landscape improvement projects.
- To serve as chairman of the village landscape committee if in the opinion of the Village Director, a village landscape committee is needed.
- To approve or disapprove requests by individual property owners in the village to make changes in the Association maintained landscaping near their home.
- Serve as the village representative to the landscape committee, if applicable.

13.3 Landscaping Changes

The phrase “landscaping change” as used in this policy is a change in the Association maintained landscaping that meets both of the following criteria:

- A change that is readily apparent to the casual observer.
- A change that would not be considered routine maintenance or replacement.

13.4 Authorization of Landscape Changes

Changes in the landscaping of Association maintained areas may be authorized by the consent of both of the village landscape coordinator and the landscape supervisor. A landscape change whose cost exceeds \$250 requires a written work order signed by the landscape coordinator and the landscape supervisor.

13.5 Notification of Landscape Changes

Whenever a landscape change is authorized for Association maintained private property, the owner of the property will be notified in advance.

13.6 Appeal

Any homeowner may appeal a decision of landscape coordinator and landscape supervisor to the landscape committee. Decision of the landscape committee shall be final.

13.7 Tree Removal

Trees located in Association maintained areas may be removed for any of the following reasons:

- A. The tree or the roots of the tree are damaging an existing structure, sidewalk, slab, driveway, plumbing or other utility system.
- B. The tree is of a species that is prone to cause damage to existing structures and is planted in a location or manner that encourages this to occur. For the sake of this policy, Melaleucas and twisting Junipers, Bamboo, Coral, and Ficus trees are the only trees this provision currently applies to. The Association strongly recommends that homeowners not plant these trees and consider removing them from their personal property.
- C. The location of the tree interferes with a construction or re-modeling project authorized by the C.C.H.O.A. and the homeowner on whose property the tree is located.
- D. Aesthetic Appeal – A homeowner may request removal of a tree for aesthetic appeal subject to the following conditions:
 - 1) The tree is located on the property of the homeowner requesting the removal.
 - 2) Written approval of the village landscape coordinator and director is obtained.
 - 3) The tree is sick, diseased, or is in imminent danger of falling over.
 - 4) In all cases, the Village Director will be consulted in advance.
- E. The cost of the tree removal, village or homeowner, will be determined by the Village Director and General Manager depending on the reason for the removal request.

13.8 Landscape Changes to Common Administration Maintained Areas:

Changes to common administration landscaping may be authorized by the consent of the landscape committee, if applicable, and the landscape supervisor. Village Directors will be consulted with in advance.

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