

# **CORONADO CAYS**

## **HOMEOWNERS ASSOCIATION**



**HOMEOWNERS ASSOCIATION**  
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## **MEMBER HANDBOOK**

Effective Date: January 2005

# **MEMBER HANDBOOK**

**For**

## **Coronado Cays Homeowners Association**

If this document contains any restriction based on race, color, religion, sex, familial status, marital status, disability, national origin, or ancestry, that restriction violates state and federal fair housing law and is void. Any person holding an interest in this property may request that the county recorder remove the restrictive covenant language pursuant to subdivision (c) of Section 12956.1 of the Government Code.

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**MEMBER HANDBOOK**

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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 and 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, 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            Most streets in Coronado Cays are publicly owned. They are under the jurisdiction of and are maintained by the City of Coronado. The Association owns most of the parking areas. The Association does own the streets in Montego village as well as Delaport, Tunapuna and South Cays Court in Mardi Gras village. The City owns the parking area for the Jamaica clubhouse.
- 1.7            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.
- 1.8            The Coronado Cays Homeowners Association is a California Mutual Benefit Non-Profit Corporation. In this handbook, it is referred to as the “Association”.
- 1.9            Extra copies of this document are available at no charge from the Administrative Office. The intent is that this document be revised every two to three years.

## **2.0            USE OF FACILITIES**

2.1            Member Standing – Only members and residents in good standing may use the Association clubhouses or other common area facilities or amenities. 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.

2.2            Clubhouse Use:

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

2.2.2         Commercial Use – No Association clubhouse may 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         Self-Clean Groups – Member groups, described as self-clean groups, may use a clubhouse on a regular scheduled basis. Self-clean groups may be approved by the General Manager or Board of Directors. The approval of self-clean groups will be based on the following criteria:

1.         Small groups of 20 persons or less in attendance.
2.         Whose purpose for meeting is social.
3.         Composed primarily of Cays members.
4.         Which will meet on a regular recurring basis.
5.         Who desire to do their own clean-up.
6.         Where food and drinks are only incidental to their purpose.
7.         Pay the annual fee of \$240 or pay the six month fee of \$120.

Failure to leave the clubhouse properly cleaned will cause a review by the General Manager of the group's self-clean status and a fee will be charged to pay for the clean up. 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 member or resident may use the clubhouse available in his village for a private party. In order to use a clubhouse, an owner must sign a use agreement with the Association, pay a clean-up charge 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:

- 1. Cleaning fee surcharges for excessive cleanup.
- 2. Damage to common area facilities.
- 3. Failure to remove rental equipment.
- 4. Fines for violation of the clubhouse use agreement or Association rules.

2.2.5.1 Clubhouse Use Fees and Hours of Operation – See the office staff for appropriate clubhouse information.

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

Antigua/Bahama	197 people
Jamaica	68 people
Kingston/Trinidad	64 people
Mardi Gras/Port Royale	40 people
Montego	60 people

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

2.3 Use of Jamaica Village Beach - The beach area will not be used for storage of boats or jet skis. Non-Coronado Cays 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 village has two tennis courts which are for the exclusive use of Montego village owners, residents and guests.
- 2.4.2 Mardi Gras/Port Royale village clubhouse has one tennis court which is for the exclusive use of Mardi Gras village and Port Royale village owners, residents and guests.
- 2.4.3 The tennis courts south of the entrance to 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 or practicing tennis only.
- 2.4.5 The following time limitations shall apply to all Association-owned tennis courts:
  - Practice for 30 minutes
  - Singles for 60 minutes
  - Doubles for 90 minutes
- 2.4.6 Association tennis courts hours are 7:00 a.m. to sundown.

2.5 Administrative Charges:

2.5.1 Escrow and Refinance Fees – Copies of C.C.H.O.A. documents including Articles of Incorporation, CC&Rs, Wharfage, CC&Rs, By-laws, Member Handbook, and the City of Coronado Special Use Permit/Specific Plan shall be provided to the membership as follows:

Escrow Packets	\$200	Refinance Packets	\$100
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- 2.5.2 Individual documents will be provided to homeowners at cost.
- 2.5.3 Member Handbooks and change of ownership documentation will be provided at no cost.
- 2.5.4 Replacement Pool Key Fees – Replacement pool keys shall be \$100.00.
- 2.5.5 Montego Village - The charge for replacement of Montego village security gate keys shall be \$100. The charge for a replacement gate transmitter shall be \$100. Vehicle and pedestrian gate access codes will be issued to residents by staff.
- 2.5.6 Jamaica Gate - Keys for the gate on the south end of the Jamaica bulkhead sidewalk are available for \$25. Each residence is allotted two keys and there will be a \$100 charge for lost keys.

2.5.7 Jamaica Restroom Key - Keys to the Jamaica Clubhouse restroom will be provided to Cays residents renting the Jamaica village docks for a fee of \$25.

2.6 Coronado Cays Homeowners Association Pool/Spa Rules:

Pools are for the exclusive use of homeowners whose assessments support the maintenance of a clubhouse. Jamaica village owners and residents may use the Jamaica village pool. Antigua and Bahama village owners and residents may use the Antigua/Bahama village pool. Trinidad and Kingston village owners and residents may use the Trinidad/Kingston village pool. Montego village owners and residents may use the Montego village pool. Mardi Gras and Port Royale village owners and 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 fine of \$100 will 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.

2.6.3 An adult must accompany children under 14 years of age at all times.

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 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 423-4353 or Security at 575-8100.

- 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 by children is not recommended.
- 2.6.14 Smoking is prohibited at pools, spas, and clubhouses.

### **3.0 PROHIBITED ACTIVITY**

- 3.1 Use of Sidewalks Along Common Areas and Malls - The sidewalks and walkways, in common areas and malls, shall not be used by bicycles, skates, skateboards, rollerblades, or scooters. It is prohibited to walk through, play in or ride through any of the common planted areas.
- 3.2 Laundry - Laundry may be hung out to dry only where it is not visible to adjoining properties or from the street.
- 3.3 Trash Containers - In compliance with City regulations, trash and rubbish containers must be constructed of galvanized metal or plastic having a handle or handles, and must have tight fitting covers. They must be kept inside 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 plans on being away on garbage collection day, it is recommended that arrangements be made with a neighbor in advance to remove the trash cans from the curb following collection.
- 3.4 Sanitation - Trash shall not be allowed to accumulate, but shall be disposed of at the earliest possible pick-up 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 Coronado Fire Department. All such storage shall be in Fire Department-approved safety containers.
- 3.6 Guns and Explosives - The discharge of any gun, pellet-expelling mechanism, sling shot, firecracker or other explosive devise 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. 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 or maintained by the Association, must be kept suitably landscaped, properly groomed, watered and free of weeds. Fencing of vacant lots must comply with city ordinance.
- 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.
- 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 - 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.
  - 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 security or safety 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 or exchange of their property conforms to the regulations in this section.
- 3.13.2.1 Limitations - Real estate signs may only advertise the following:
1. The property is for sale, lease, rent or exchange by the owner or his or her agent, including sale pending or in escrow.
  2. Directions to the property.
  3. The owner’s or agent’s name.
  4. 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. One professionally and neatly maintained brochure or information box may be attached to a real estate sign. The box may be 12”X12”X2”.
- 3.13.2.3 Number of Signs – Only one real estate sign is allowed for each home or unit in the Coronado Cays.
- 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 the one real estate sign allowed for each residence shall not exceed an area of six square feet.
- 3.13.2.6 Open House Signs – Open House signs are allowed to be attached to approved real estate signs or installed within 10 feet of an approved real estate sign. Open house signs may be no larger than 24”X24” and must display a professional finished appearance.
- 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 shall be neatly maintained and put up and taken down within a reasonable period of time.
- 3.15 Basketball Backboards
- 3.15.1 No permanent basketball backboards may be installed on any residence in the Cays.
- 3.15.2 Portable basketball backboards may be used in the driveway of a residence, during daylight hours, provided the backboard is put inside when not in use.
- 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 a nuisance to the other owners.

#### **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 Members 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:
1. 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.
  2. 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 that 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, safety 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.

## 5.0 DOCKS AND WHARFAGE

### 5.1 Privately Owned Docks:

5.1.1 Dock Appearance - All privately owned docks must be maintained in a neat and clean condition.

5.1.2 Dock Maintenance - All privately owned docks and pilings must be maintained in a safe and useable condition. 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. (The authorization for this removal is provided for in the C.C.H.O.A. CC&R's Article II, Section 2.)

5.1.3 Dock Usage- Privately owned docks in the Coronado Cays may be used only for the purpose of berthing boats. Only boats owned by persons who reside in the Coronado Cays or who own property in the Coronado Cays may berth their boat in the Coronado Cays.

5.2 Live Aboards:

Live aboards are not allowed on any boat docked or moored in the Coronado Cays. Persons found to be living on board will be immediately evicted.

5.3 Navigational Aids:

Navigational aids demarking the channel east and north of Coronado Cays are owned and maintained by the Coronado Cays Homeowners Association. 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.

5.4 Use of Boats in the Coronado Cays:

5.4.1 Condition of Boats - All boats docked or moored in the Coronado Cays must be maintained in a neat and clean condition at all times, free from bird nests and bird droppings. Boat covers must not be ripped or torn. Repairs and maintenance work may be performed on boats provided the work does not significantly degrade the appearance of the boat. Smells or noises, which emit from boats are a nuisance and are prohibited.

5.4.2 Boat Operation - Motor-driven boats are limited to a speed of no more than 5 mph within 300 feet of any residential property in the Coronado Cays.

5.4.3 Boat Docking – Boats shall be docked bow end towards the bulkheads whenever possible. Should it be necessary for access, because of the style of the boat, to dock a boat stern towards the bulkhead, the following conditions must be satisfied:

- a. Private Docks – Owners shall secure written consent from each property owner on either side of the subject boat that explains they are aware prop-wash may have a detrimental effect on their bulkhead by reducing the soil berm that is an integral part of the design of a safe bulkhead. The consent form will contain an Indemnity Agreement that holds harmless the



Association from liability of a bulkhead failure. A copy of these consent agreements shall be kept on file with the General Manager.

- b. Village Responsible Docks – An Indemnity Agreement shall be executed by the owner of the subject boat that will assume responsibility for the bulkhead and hold harmless the Association and the Village from responsibility of repair of bulkhead failure due to prop-wash. The agreement will be kept on file with the General Manager.

5.5 Jamaica Village Docks:

- 5.5.1 Docks in Jamaica village may be rented to any resident or owner in the Coronado Cays on a first-come first-serve basis. The Jamaica Village Dock Committee will set fees for the rental of Jamaica village slips and govern all other matters related to slip rentals.

5.6 Association Owned Docks:

- 5.6.1 All docks within the Coronado Cays must be kept in a neat and clean condition.

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

- 5.6.3 Guest Docks in Antigua - Guest docks in Antigua are for the exclusive use of owners, residents and guests of Antigua Village. A resident or owner may request that a boat be berthed in the guest dock for no more than one 7-day period in any 30-day period. The owner or resident requesting the use of the guest dock must contact the Association office and complete a guest dock use form before the General Manager will issue permission to berth a boat at the guest docks. The Village Director or Village Dock Master must authorize berthing any boat in the guest docks for longer than 7 days. The village may charge a rental fee for any boat berthed in the guest docks longer than 7 days.

- 5.6.4 Assignment of Slips for Kingston and Antigua - Condominium slips in Antigua and Kingston village 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.

- 5.6.5 Exchange of Slips in Kingston or Antigua Village - Slips may not be permanently sold or exchanged in Kingston and Antigua village. Slips may be temporarily

exchanged with the mutual consent of two owners of units in either Kingston or Antigua village. Owners who want to temporarily exchange docks must sign a letter approving the exchange and provide a copy of that letter to the Association office.

All temporary exchanges may be terminated by either party at any time. All exchanges automatically terminate upon the sale of either unit.

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

5.6.7 Kingston Dock Assignment - The map below shows the assigned dock spaces in Kingston village.

5.6.8 Dock Uses in Jamaica and Kingston - Nothing may be built on or attached to any dock in Jamaica or Kingston village without the written permission of the Association.

5.6.9 Dock Uses in Antigua - Nothing may be built on or attached to any dock in Antigua village without the written permission of the Village Dock Master or Village Director and the CCHOA. Contact the CCHOA office.

5.6.10 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:

1. Mini dock for on-water storage of personal watercraft
2. Anti-fouling tub
3. Hydrohoist
4. Steps for access to moored boat
5. Swim ladders
6. Security Lights
7. Dinghy/jet ski docks

To obtain approval for the installation of any of the above items, an administrative review form must be executed by the owner of the unit and the General Manager. Administrative Review forms can be obtained at the Association office. In addition, an indemnity agreement as described in Section 9.17 may be required.

5.6.11 Nothing may be stored on the head walk of any dock in Kingston or Jamaica villages. Small boats such as kayaks may be stored on the fingers of docks in Kingston and Jamaica villages only by the mutual consent of both of the owners who have exclusive use of the two slips served by the finger.

5.6.12 Nothing may be stored on the head walk or finger of any dock in Antigua village. An exception may be small boats. Small boats such as kayaks or dinghies may be stored on an owner supplied small dinghy dock, which may be attached to the main dock between the dock and the bulkhead. A scaled sketch of the dinghy dock and its attached location to the dock is required for approval by the Antigua Village Dock Master and the CCHOA office before the dinghy dock is attached to the main dock. The attachment hardware and installation will be approved by the CCHOA officer.

5.6.13 Antigua Storage Boxes - Owners in Antigua village may install storage boxes in the breezeway alcoves of the quads with the approval of the Association Architectural and Environmental Control Committee. The boxes must be free standing and must be professionally constructed. They must be no larger than seven feet in height and 30 inches deep and must fit between the wall return and the planter. The upstairs and the downstairs owners on each side of the breezeway must mutually agree to any storage box installation.

5.6.14 Persons Allowed to Use Docks - Only persons who own or rent property in Antigua village may berth their boat at Antigua village docks. Only persons who own or rent property in Kingston village may berth their boat at the Kingston village docks. No slip in Antigua or Kingston may be rented, loaned or leased to any person who is not an owner or resident of Kingston or Antigua.

5.6.15 Maximum Boat Sizes for Antigua Village Docks - Boats berthed on the North or East side of Antigua village may not extend more than seven 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 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.

5.6.16 Maximum Boat Sizes for Antigua Village Docks

Unit #	Maximum Overall Boat Length Permitted	Maximum Overall Boat Width Permitted	Unit #	Maximum Overall Boat Length Permitted*	Maximum 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
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
Unit #	Maximum Overall Boat Length Permitted	Maximum Overall Beam Width Permitted	Unit #	Maximum Overall Boat Length Permitted*	Maximum Overall Boat Width Permitted
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

#### 5.6.17 Maximum Boat Sizes for Kingston Village Docks

<b>Unit #</b>	<b>Maximum Overall Boat Length Permitted</b>	<b>Maximum Overall Beam Width Permitted</b>	<b>Unit #</b>	<b>Maximum Overall Boat Length Permitted</b>	<b>Maximum Overall Beam Width Permitted</b>
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	11 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
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 ½ 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.

#### 5.6.18 Kingston Dinghy Dock Policy

5.6.18.1 Dinghy docks may be attached to the headwalk within the space of the unit owner's boat slip and must not prevent an existing dinghy dock from being able to offload its watercraft.

5.6.18.2 The Association, prior to construction, must approve a dimensional construction plan of the dock.

5.6.18.3 The dinghy dock must be constructed of marine grade materials and be either:

A. Wood docks – use treated lumber or polymer-wood (e.g., Trex), left unpainted. All hardware must be galvanized or stainless. Rubber bumpers must be white and nailed with aluminum nails, must use sealed, enclosed flotation or

B. Watercraft docks – polyethylene with enclosed foam flotation.



- 5.6.18.4 The maximum size shall be 7' X 10', with the 10' side aligned along the headwalk. The dinghy dock must leave 7' of clear waterway between the bulkhead and the closest portion of the dock or stored watercraft.
- 5.6.18.5 The dinghy dock must be designed to float independently from the headwalk and within 6" of the headwalk. Docks should be attached either:
- A. Wood docks by means of lines between cleats on the dinghy dock and the headwalk. Fenders should be placed between the dock and the headwalk.
  - B. Watercraft docks by means of Schedule 80 4" PVC pipe offsets or galvanized pipe offsets which keep the dinghy dock away from the headwalk while allowing independent vertical movement.
- 5.6.18.6 A dinghy dock frame cutout for pilings is recommended if needed. A two-inch clearance should be maintained between the dinghy dock and the headwalk frame around the piling.
- 5.6.18.7 Owners are required to reimburse the Association for any damage caused by the dinghy docks. Dinghy docks not properly maintained and/or that damage the headwalk will be removed at owner's expense.
- 5.7 Proof of Ownership - Owners or residents are required to provide evidence of ownership of any boat berthed in their assigned slip.

## **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 Security.
- 6.2 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 security department 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.
- 6.2.1 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.

- 6.2.2 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.
- 6.2.3 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.
- 6.2.4 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.
- 6.3 Private Parking Areas - Private parking areas in the Coronado Cays include the following:
- 6.3.1 Clubhouse parking at Antigua/Bahama, Trinidad/Kingston, Port Royale/Mardi Gras and Montego.
- 6.3.2 All parking and driving areas behind the Montego village security gate.
- 6.3.3 Bahama and Trinidad village off-street parking areas.
- 6.3.4 All of Delaport, South Cays Court and Tunapuna Lane.
- 6.4 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 Security:
- 6.4.1 Obstruction of Sidewalks - No vehicle shall be parked on or across sidewalks, or in any manner that restricts pedestrians' use of sidewalks.
- 6.4.2 Large Vehicles - No motor homes, trailers, campers, boats, commercial vehicles 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 the approval of the General Manager.
- 6.4.3 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.

6.4.4 72-Hour Parking Maximum for Private Streets and Off-Street Common Areas (Except clubhouse parking) - No vehicle shall remain parked in the same parking place for more than seventy-two (72) consecutive hours.

6.4.5 Red Zones - No vehicles shall be parked in red zones.

6.4.6 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.

## **7.0 ENFORCEMENT**

7.1 Authority - The CC&Rs of the Coronado Cays, Article II, and Section 14 provide that members who violate Association rules are subject to the imposition of special assessments by the Board of Directors.

7.2 Notice - If a member violates an Association Rule contained in this Member’s Handbook, the CC&Rs or the By-laws, the General Manager may issue a notice of violation. The notice of violation will be personally delivered or sent via certified mail to the member. The notice of violation shall describe the violation and inform the member of the date and time of a hearing before the Board of Directors. The hearing date shall be set no less than 30 days after delivery of the notice. In the event the Board determines that additional hearings are required to review a continuing violation by a member, notice will be sent to the member by regular mail 7 days before the hearing.

7.3 Hearing - The hearing before the Board will be for the purpose of determining whether or not a special assessment shall be levied against the member for violation of the CC&Rs, By-laws or Rules. The member in violation may attend the hearing and speak in his/her behalf, subject to the authority of the presiding officer. The member may be represented by legal counsel at the hearing. All hearings will be held in Executive Session of the Board.

7.4 Special Assessment, Suspension - The Board may impose a special assessment upon such owner in an amount the Board, in its sole discretion, deems necessary until the infraction is corrected. The Board may also suspend the right of such owner and any resident to use the village or Association properties for a period not to exceed one hundred eighty (180) days for each violation.

The normal special assessment for violation of any of the rules contained in this handbook, or any violation of the CC&Rs, shall be \$300 for each occurrence for each week that the rule violation remains uncorrected. The Board may impose a larger or smaller fine if, in the opinion of the Board, special circumstances exist that warrant a larger or smaller fine.

## **8.0 ASSESSMENT COLLECTION POLICY**

- 8.1 Regular and Special Assessments - Regular assessments are due and payable, in advance, on the first day of each month. Special assessments shall be due and payable on the due date specified by the Board in any notice imposing the special assessment, or in a ballot presenting the special assessment to the members for approval where required. A special assessment will not be due and payable earlier than thirty (30) days after the special assessment is duly imposed.
- 8.2 Late Charges - A late charge of ten percent (10%) per month of any unpaid balance will be applied if payment in full is not received fifteen (15) days after the payment is due or by the first business day following the 15<sup>th</sup> day of each month.
- 8.3 Interest - An assessment payment that is thirty (30) days delinquent will be subject to the imposition of interest on all sums due, at an annual percentage rate of twelve percent (12%), provided the interest due exceeds \$1.00.
- 8.4 Costs/Attorney's Fees Incurred in Collection - Pursuant to California Civil code Section 1366(e) (1), the Association is entitled to collect reasonable attorney fees and costs incurred in collecting a delinquent assessment, whether incurred in the event of a lawsuit or other proceedings such as non-judicial foreclosure. The owner is responsible for paying these additional fees.
- 8.5 Application of Payments on Delinquent Assessments - Payments received on delinquent assessments will be applied first to the oldest unpaid monthly assessment then to current monthly assessment, and then applied to interest, late charge, collection expenses, administration fees, attorneys' fees, reimbursement assessments, and any other amount due to the Association in connection with collection of delinquencies.
- 8.6 Reminder Notice - Any owners who have not paid their assessment by the first business day following the 15<sup>th</sup> day of the month, will receive a reminder notice from the Association accounting department sent by first class mail. The letter will set forth an itemized statement of the amounts owed.
- 8.7 Final Association Notice - Any owners who are delinquent in the payment of two (2) months assessments or more will receive, by first class mail, a final Association notice from the accounting department. The letter will set forth an itemized statement of the amounts owed; including calculation of late charges and costs. The letter will state that if payment is not received within ten (10) days the account will be referred to the Association collection attorney for collection. A copy of the final Association notice will be sent to the Director of the village in which the delinquent owner resides.
- 8.8 Referral to Association Collection Attorney - The account of any owner who fails to respond to a final Association Notice will be turned over to the Association collection attorney. Once an account has been turned over to the law firm, owners may not send any assessment payment to the Association; an assessment payment

may be accepted only by the law firm. Any payment delivered to the Association will be sent to the attorney's office for proper crediting. Attorney's fees up to \$425, imposed pursuant to California Civil Code Section 1366.3(a), may be included. (If an owner wants to dispute the imposition of an assessment and related charges, the owner must do so within thirty (30) days of the recording date of the notice of assessment lien, as set forth in Section 8.11.

- 8.9 Warning of Intent to File Lien - Any owner who fails to respond to the final Association notice will receive by certified mail, a "Warning of Intent to File Lien" letter from the Association collection attorney. The letter will set forth an itemized statement of amounts owed including calculation of late charges, attorney's fees, cost and a copy of the Association Collection Policy. The letter will state that if payment is not received within ten (10) days a lien will be filed.
- 8.10 Filing of Lien - In the event that an owner fails to respond to a "Warning of Intent to File Lien" letter by the Association Collection attorney, the Association collection attorney is authorized to record with the County Recorder's Office a Notice of Delinquent Assessment/Lien. This will set forth the amount of delinquent assessment and other sums levied, such as late charges, costs and reasonable attorney fees, a legal description of the property, the name of the record owner and name and address of the Trustee authorized to enforce the lien by sale. The recording of this Notice creates a lien on the Owner's home, which is subject to foreclosure. A copy of the lien will be mailed to the owner within ten (10) calendar days after recordation.
- 8.11 Owner Dispute - If an owner disputes the assessments and related charges, the owner has the right to resolve the dispute through Alternative Dispute Resolution ("ADR"), a civil action, and through the means provided within the Association's Governing Documents. To be entitled to dispute the assessments and related charges, an owner must do the following:
- 8.11.1 Respond to a "Warning of Intent to File Lien" letter from the Association collection attorney.
- 8.11.2 Pay all delinquent amounts in full, including the amount of the assessment in dispute, late charges, interest and all attorneys fees and costs associated with the preparation and filing of a notice of delinquent assessment (including costs and attorney's fees up to \$425) and
- 8.11.3 Provide written notice that the amount has been paid, under protest. The written notice must be mailed, by certified mail, to the Association not more than thirty (30) days from recording of a notice of delinquent assessment/lien.
- 8.12 Notice of Dispute Resolution - Upon the timely receipt of the certified notice from the disputing owner, the Association shall provide the owner with a "Notice of Dispute Resolution". This notice will offer dispute resolution before a

committee of the Board, consisting of a designated Board member, the General Manager or other persons designated by the Board. The hearing shall take place with sixty (60) days of notification of the dispute from the owner.

8.13 Lawsuit - An owner may not utilize ADR more than two (2) times in any single calendar year and not more than three times within any five calendar years, other than by mutual agreement between the Association and the owner.

8.14 Foreclosure - If an owner is delinquent for thirty (30) additional days after the Notice of Delinquent Assessment/Lien has been recorded and sent to the delinquent owner, non-judicial foreclosure proceedings will begin pursuant to the Association's Declaration of Covenants, Conditions and Restrictions (CC&Rs) and California Civil Code Section 1367 and 2924, et seq.

8.15 Notice of Default and Election to Sell:

8.15.1 A Notice of Default and Election to Sell ("NOD") will be recorded at the County Recorder's Office. (A ninety (90) day time frame begins running with the filing of the NOD.)

8.15.2 A title Report will be obtained from a title company at a cost of approximately \$200, the cost of which is charged to the delinquent owner.

8.15.3 Attorney fees in the sum of \$240 will be imposed at this stage.

8.15.4 Notice of Sale - If the delinquency is not cured within ninety (90) days after the NOD is recorded, (and a lawsuit has not been filed as set forth in 8.11) the law firm will proceed with the recording and publishing of a Notice of Sale (NOS). Attorney's fees in the amount of \$110, in addition to publication, recording, posting and other related costs may be charged.

8.15.5 Lawsuit - The Association may at any time decide to file a personal lawsuit against the delinquent owner to recover all delinquent assessments owing to the Association in lieu of pursuing foreclosure. In the event of a lawsuit, all costs and attorney's fees in connection with the lawsuit, in addition to delinquent assessments, late charges, interest and other charges will be recovered from the delinquent owner.

8.15.6 Payment - If at any time an owner pays all delinquent assessments and charges in full, the attorney will prepare a Release of Lien which will be recorded in the appropriate County Recorder's Office.

## **9.0 ARCHITECTURAL AND ENVIRONMENTAL CONTROL COMMITTEE**

9.1 Architectural and Environmental Control Committee Charge of Responsibilities:

- 9.1.1 Purpose - The purpose of design review and architectural control is to preserve the Coronado Cays Community in an attractive manner for the enjoyment of residents and for the protection of property values.
- 9.1.2 Responsibility - The Architectural and Environmental Control Committee (A.E.C.C.) shall regulate the external design, appearance and location of the properties and improvements thereon in such a manner as to promote those qualities of the environment which bring value to the properties and that will foster attractiveness and functional utility in the community as a place to live and to advocate a harmonious relationship among structures, vegetation and topography.
- 9.1.3 Authority - The basic authority for design review and architectural control is founded in the governing documents; it is set forth in the declaration of the Covenants, Conditions and Restrictions.
- 9.1.4 Role - The A.E.C.C. is responsible to the Board of Directors for design review, for recommending action by the Board on properly submitted application and on violations of established policies.
- 9.2 A.E.C.C. Qualification - All members of the A.E.C.C. must be resident homeowners of record.
- 9.2.1 Appointment and Terms of Members - The Board of Directors shall have the right to appoint all members of the A.E.C.C. Appointments will be for two years and will be made within a reasonable time after the annual meeting. Three members of the A.E.C.C. shall be appointed in odd-numbered years and two members of the A.E.C.C. shall be appointed in even-numbered years. The Board of Directors has the right to remove a Committee member at any time without cause.
- 9.2.2 A.E.C.C. Chairperson - The A.E.C.C. shall appoint a chairperson from among the members of the Committee. The duties of the chairperson shall be to chair meetings of the Committee. A liaison from the Board shall be present, and will represent the Committee during appeals of the Committee's decisions to the Board.
- 9.2.3 Alternate A.E.C.C. Member - The Board may appoint two alternate members to the A.E.C.C. The alternate may attend all meetings of the Committee but may only vote when there is a regular member of the Committee absent.
- 9.3 Approvals/Denials - All applications to the Committee must be processed in a timely manner. 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.

9.3.1 Conditional Approvals - The Committee may grant conditional approval to an applicant, subject to the applicant's making certain changes in his/her plans or subject to verification of information provided with the application.

9.4 Requirement - No building, fence, wall, residence, 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. 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 A.E.C.C. and the written approval of the Board of Directors.

9.4.1 Procedures - The Committee must respond to all applications within 60 days. A written response will be either an approval, a denial, or tabled for additional review. Denied or tabled application will be accompanied by an explanation.

9.4.2 Appeal - The applicant may appeal an adverse A.E.C.C. recommendation to the Association's Board of Directors, which may or may not reverse or modify such recommendation.

The Board may also direct that the A.E.C.C. reconsider an adverse recommendation if, in the opinion of the Board, the Committee did not have complete information.

The applicant is also entitled to request one reconsideration by the A.E.C.C. if, in the applicant's opinion, the Committee did not have complete information.

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

9.4.3 Guidelines - The Committee shall, 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 shall 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 are intended to assist the A.E.C.C. and the owners of lots in the ongoing process of community design. They may be modified and supplemented from time to time, on due notice to the owners and subject to the approval of the Board.

9.5 A.E.C.C. Design Approval Criteria - The A.E.C.C., in examining applications for design approval, considers the various aspects of design, with special emphasis on the following objectives:



- 9.5.1 Landscape and Environment - To prevent the unnecessary destruction or blighting of the natural landscape or to the man-made environment.
- 9.5.2 Relationship of Structure and Open Spaces - To ascertain that the treatment of built-up and open spaces is designed so that they relate harmoniously to the terrain and to existing buildings that have a visual relationship to the proposed development.
- 9.5.3 Protection of Neighbors - To protect neighboring owners and users by making sure that reasonable provision has been made for such matters as surface water drainage, sound and sight buffers, and preservation of views, light and air, and other aspects of design which may have substantial effects on neighboring property. Neighbors may be required to agree to an applicant's changes, but the final recommendation remains the responsibility of the Committee.
- 9.5.4 Circulation - To determine that the application facilitates appropriate pedestrian access, servicing and parking for all users including, where applicable, the handicapped, the very young and the elderly.
- 9.5.5 Review Criteria. - The A.E.C.C. 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. For example, exterior changes to townhouses, due to their relative closeness to each other, usually are more noticeable and have more of an impact on adjoining properties than is the case for a detached house. Design decisions made by the A.E.C.C. in reviewing applications are not based on personal opinion or taste. Judgments of acceptable design are based on the following criteria:
- 9.5.5.1 Relation to the Natural Environmental - Fencing in particular can have damaging effects on the feeling of open space. Other factors such as removal of trees, disruption of the natural topography, and changes in rate or direction of storm water runoff also adversely affect the natural environment.
- 9.5.5.2 Validity of Concept - The basic idea must be sound and appropriate to its surroundings.
- 9.5.5.3 Design Compatibility - The proposed improvements must be compatible with the 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.
- 9.5.5.4 Location and Impact on Neighbors - The proposed alteration should relate favorably to the landscape, the existing structure and the neighborhood. The

primary concerns are access, view, sunlight, ventilation and drainage. For example, fences may obstruct views, breezes or access to neighboring property; decks or larger additions may cast unwanted shadows on an adjacent patio or infringe on a neighbor's privacy. When a proposed alteration has possible impact on adjacent properties, it is required that the applicant discuss the proposal with neighbors prior to making application. It may be appropriate in some cases to submit neighbor comments along with the application.

- 9.5.5.5 Scale - The size, in three dimensions, of the proposed alteration should relate well to adjacent structures and its surroundings. For example, a large addition to a small house may be inappropriate.
- 9.5.5.6 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.
- 9.5.5.7 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. For instance, vertical wood siding on the original house should be reflected in an addition. On the other hand, an addition with wood siding may be compatible with a brick house.
- 9.5.5.8 Workmanship - Workmanship is another standard, which is applied to all exterior alterations. The quality of work should be at least equal to that of the surrounding area. Poor practices, besides causing the owner problems, can be visually objectionable to others. Poor workmanship can also create safety hazards. The Association assumes no responsibility for the safety of new construction.
- 9.5.5.9 Timing - Projects which remain uncompleted for long periods of time are visually objectionable and can be a nuisance and safety hazard for neighbors and the community. All applications must include estimated completion dates. If such time period is considered unreasonable, the A.E.C.C. may disapprove the application.
- 9.5.5.10 Assessments - Any addition to living space will result in an increase in the assessment to that particular property, so that maintenance costs borne by the community remain equitable. (Does not include Blue Anchor Cay village or Green Turtle village.)
- 9.5.5.11 Compliance - Upon completion of all approved work that includes addition to living space and upon advice of completion of the city building permit, an increase in assessments for that property will begin and become due and payable as a part of the regular monthly assessment process. (Does not include Blue Anchor Cay village and Green Turtle village.)

- 9.6 Failure to Obtain an A.E.C.C. Permit - Any member who commences work on any change to the exterior appearance of a Coronado Cays Homeowners Association residence, landscaping or dock without first securing an A.E.C.C. permit is subject to a fine of up to \$300 per week, cumulative until the infraction is corrected.
- 9.6.1 Corrective Action - In order to correct a failure to obtain a permit, a member must halt all work and promptly complete an A.E.C.C. application. The application fee shall be twice the regular charge for the project. If the Committee fails to approve the application for a permit, the owner will be required to remove the improvement.
- 9.7 Administrative Approvals - The General Manager may approve architectural permit applications without prior submission to the A.E.C.C., provided the application meets the conditions set forth in one of the following subsections:
- 9.7.1 City Approved Plans - Architectural plans that have been approved by the A.E.C.C., and then subsequently modified in order to secure a City of Coronado building permit, are eligible for administrative review. The General Manager may review plans amended under the above circumstances, provided the owner signs 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 Committee.
- 9.7.2 A.E.C.C. Pre-review - The A.E.C.C. may adopt guidelines regarding specific types of improvements to similar model residences. The General Manager may approve architectural permit applications pursuant to these guidelines.
- 9.7.3 Inconsequential Changes - Permit applications for inconsequential changes in the exterior appearance of existing fee simple residences are eligible for administrative approval. Inconsequential changes are defined as changes where there is no material change, or which does not otherwise impact any neighboring property in any way.
- 9.7.4.1 Satellite Dishes – For safety purposes, architectural permit applications are required for satellite dishes. Satellite dishes up to 36” are allowed under California Law. Members are required to place satellite dishes in a location on or around their residence that minimizes the visual impact of the dish. Certain materials and specifications may apply.
- 9.7.5 Charges for Administrative Approvals: There shall be no charge for administrative approvals of architectural permit applications.
- 9.8 Neighbor Notification - Coronado Cays Homeowners Association will send a notice to neighboring properties of any permit application pending before the A.E.C.C. The notification will be placed in the mail two weeks prior to the

A.E.C.C. meeting. The notification will include an 8 1/2 X 11 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 condos, which share a wall, floor or ceiling with the applicant. There will be no notice to neighboring properties for A.E.C.C. applications, which qualify for and receive administrative approval. Neighbors who have concerns regarding a permit application may submit their comments in writing prior to the A.E.C.C. meeting and/or attend the A.E.C.C. meeting.

- 9.9 Requirements for Home Construction and Remodeling Completion - To encourage diligence in the completion of remodeling and new construction, the A.E.C.C. require that the following guidelines be applied to exterior changes: (It is recommended that contracts for remodeling and/or construction contain requirements and penalties reflecting these guidelines.)
- 9.9.1 Remodeling - Completion within 6 months from date of first building permit drawn.
- 9.9.2 New Construction – Completion within one year from date of first building permit drawn.
- 9.9.3 Penalty for Non-Compliance - Fine will be twice the application fee, not to exceed \$300 per week, cumulative from the date the homeowner is notified of their non-compliance until the homeowner completes the project.
- 9.9.4 Association Property Damage - Any damage to Association property during the course of construction or remodel/alteration shall be corrected to the satisfaction of the Association and shall be verified by C. C. H. O. A. staff.
- 9.9.5 Construction Site Cleanliness -All construction sites in the Coronado Cays must be kept neat and orderly at all times.
- 9.9.6 Screening – Remodels, New Home Construction, Demolition and reconstruction affecting the exterior of the house must be screened from public view with fencing across the street frontage and to the building setback line. The screen shall be standard dark green construction site screen, impervious, and a minimum of six feet in height. All materials, equipment, portable toilets, and trash bins must be kept on the building site, inside the dwelling or screened from public view.
- 9.9.7 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 holidays. Contractors shall make every effort to ensure workers' vehicles are parked in such a manner as to not block streets and driveways, and are dispersed in such a manner as not to inhibit the parking needs of adjacent neighbors. Contractors

must obtain proper permits for items stored in the public right of way, and provide adequate safeguards for materials or equipment that blocks the streets or sidewalks. The Association security department will monitor the use of streets for construction vehicles and equipment and report violations of these rules to the City of Coronado.

- 9.9.8 Trash Bins - Trash bins, roll off boxes, dumpsters, and mini-storage units may not be kept in the Coronado Cays over a weekend or holiday. The exception to this requirement is three-yard dumpsters that are screened or kept in the garage.
- 9.9.9 Construction Noise Curfew – 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.
- 9.10 Marine Construction
- 9.10.1 Work Conduct – All marine work will be conducted at the construction site. Contractors will conduct pre-staging work away from Coronado Cays. All work will be conducted in an orderly manner with respect to noise and other impacts on the neighbors.
- 9.10.2 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.
- 9.10.3 Parking – Contractors shall make every effort to ensure workers’ vehicles are parked in a manner as to not block streets and driveways. Further, they shall be dispersed in a manner to consider the needs of the adjacent neighbors.
- 9.10.4 Enforcement – Coronado Cays Security will be responsible for ensuring that all construction projects comply with these guidelines. Homeowners in violation(s) of these guidelines will be cited and subject to penalties by the Board of Directors.
- 9.11 Approval/Disapproval of Architectural Plans - Working drawings will 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 to obtain the necessary building permit.
- 9.12 City Building Permit - Requests for additions, construction and landscaping must be submitted to the A.E.C.C. and approved by the Board of Directors prior to a request for a City building permit.

9.13 Conditions for Permit - The City of Coronado agreed not to issue building permits unless the homeowner has received approval of construction or improvement from the Coronado Cays Homeowners Association.

9.14 Unapproved Improvements - Any improvements that are attempted without approval from the A.E.C.C. are subject to being “Red-Tagged” by the City of Coronado and work halted. Construction already completed that does not conform to the Special Use Permit and/or has not been approved by the A.E.C.C. may have to be removed.

9.15 Review Fees:

9.15.1 Improvements which require mandatory review fees - The following improvements require Architectural Committee’s review and a review fee must be paid.

\$200 New home construction\*\*\*

\$100 Remodels with exterior changes\*\*\*

Additions to square footage\*\*\* – (living space addition)

\$50. All other improvements not administratively reviewed (i.e. adding a sunroom, replacing windows, etc.)

9.16 Improvements eligible for administrative approval – Subject to City of Coronado requirements, the following improvements may be eligible for administrative approval under section 9.7. Proposed improvements that do not meet the requirements of 9.7 must be submitted to the A.E.C.C. for approval. There are no review fees for administrative approvals.

Antigua Storage Boxes

Carpet covering of upper patio decks or entry landings (condominium villages)\*\*

French door additions or changes\*

Garage door replacements\*

Gas line installation (for hot water heater, dryer, stove and fireplace)

Gate or solid door replacements\*

Hydrohoist\*

Landscaping additions or changes

Fences and walls replacement in kind

New landscaping

Patios and concrete work

Roof replacements\*

Satellite dish installation\*

Skylight installation\*

Solar Tube installation\*

Tile addition on patio or walkway\*\*

Tile installation on upper patio decks or entry landings (condominium villages) \*\*

Vents (dryers, kitchen exhaust, etc.)

Window replacements\*

Windbreak panels (usually Plexiglas)

\* Brochure

\*\* Sample of tile requested

\*\*\* Scale drawings to be submitted showing details

9.17 Indemnity Agreement - In order to receive an A.E.C.C permit for any improvement, which could affect Association-owned property or common area in any way, an owner must first execute an indemnity agreement. The purpose of the indemnity agreement shall be to assure that the unit owner is perpetually responsible for the maintenance of the improvement. Owners may be charged a fee for the indemnity agreement to offset the cost of recording the indemnity agreement.

9.18 Condominium Expansions:

9.18.1 The A.E.C.C. will not review an application for any expansion or change to the common area of a condominium project, which is not clearly identified as exclusive use common area on a condominium plan.

9.18.2 The A.E.C.C. will not review an application for any expansion or change to a unit in a condominium village, which changes the character or the general appearance of any portion of the condominium village.

9.18.3 The A.E.C.C. will not review an application, which expands the interior living space of a condominium unit in Kingston, Antigua or Montego village except as follows:

9.18.3.1 The A.E.C.C. may review an application, which expands the interior living space 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.

9.18.4 The A.E.C.C. may approve an application which expands the interior living space of a unit in Mardi Gras Village, provided it meets the conditions contained in 9.18.4.1 (patio homes) and 9.18.4.2 (town homes).

9.18.4.1 The proposed expansion of a patio home must meet the following conditions:

1. Expansions of the interior living space 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 second level interior living space 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.

9.18.4.2 The proposed expansion of a townhouse must meet the following conditions:

1. Expansions of the interior living space must be within the exclusive use areas of the unit and shall be restricted to enclosing existing balconies, both 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. No expansions above the garage are allowed.
3. The total area of all expansions may not exceed 20% of the unit's original square footage.

9.18.5 The A.E.C.C. may review an A.E.C.C. permit application, which expands the ground floor rear patios in Kingston village. In order to be reviewed, the permit application must conform to the following guidelines:

9.18.5.1 Setbacks:

1. Patios may only be expanded within the projected lines of a unit's common walls and the perimeter sidewalk around Kingston village.
2. Patios must maintain a setback from the perimeter sidewalk of eighteen inches.
3. Patios that have an existing angled fence line may only expand within the projected fence line and the projected lines of its respective common walls.
4. Patios may not expand within the forty-eight inch wide aisle at the base of the upper unit's stairway.

9.18.5.2 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.

9.18.5.3 Paving/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.

9.18.5.4 Landscaping:

1. All existing trees must be maintained or be replaced with a C.C.H.O.A. approved tree.
2. Paving or hardscape at the base of trees must be placed at least eighteen inches beyond the outside edge of a 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 permanent irrigation with automatic watering controls.
5. All plants and trees inside the new fence become the responsibility of the owner to maintain.

9.18.5.5 Plan Submittal:

1. All application 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 and 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.

9.18.5.6 Construction:

1. The patio slab shall be reinforced concrete with a minimum thickness of four 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 foot slope from the condo to the sidewalk and drains. Water shall not drain toward 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.

9.19 Bahama Village Architectural Guidelines

9.19.1 Expansion – An expansion or change to a unit in Bahama village may not change the character or the general appearance of any portion of Bahama village. The expansion or change may not intrude into the Common Area within Bahama village; expand the interior living space of a unit within Bahama village except subject to meeting all the requirements of sections 9.5 through 9.16 of the Member Handbook. A remodeling application may be considered for approval that expands the interior living space of a unit in Bahama village up to approximately 150 square feet.

9.19.2 A building extension along the zero lot line, if otherwise approved, shall have a five-foot setback from the zero lot line. Clear windows shall not be installed that

face in the direction of the zero lot line. Obscured glass windows (like glass block) may be considered for approval.

- 9.19.3 Garages - Garages may not be modified to reduce the parking capacity, or used as a bedroom or for other residential use. 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 Special Use Permit.
- 9.19.4 Air Conditioning – No window air conditioning units shall be installed because of noise and appearance. Central air conditioning systems require review for noise and appearance.
- 9.19.5 Solar Panels – Solar panels are subject to the approval of A.E.C.C. in order to minimize any unsightliness.
- 9.19.6 Spas/Hot Tubs – Are permitted subject to meeting requirements of A.E.C.C. approval. The unit must be silent operation, used at reasonable hours and be subject to the right of neighbors to complain to Cays Security or the Coronado Police in case of objectionable noise. Spas or hot tubs must have a setback of five-feet from all property lines as stated in the Special Use Permit.
- 9.19.7 Satellite Dish/TV Antennas – Are subject to the review of the A.E.C.C. to assure that the location of any proposed antenna provides minimum visibility of the antenna from ground level.
- 9.19.8 Atriums – Enclosure of atriums requires review of the A.E.C.C. and is subject to City Code requirements concerning window size, ventilation and emergency egress.
- 9.19.9 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 six 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 A.E.C.C. approval. Landscaping on the street side of every house is the responsibility of C.C.H.O.A. and the Landscape Coordinator.
- 9.19.10 Density – Homes rebuilt in Bahama village 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

Bahama village affecting the number of bedrooms and parking is of great concern relative to any remodeling and will be carefully considered in the approval process.

9.19.11        Architectural Committee – The Bahama Village Director shall appoint a committee of up to three homeowners to preview applications requesting exterior architectural, landscaping etc... changes. Bahama Village Architectural Committee (BVAC) shall review and develop a recommendation for approval or disapproval of the request, and submit it with comments to A.E.C.C. or for Administrative Approval, as appropriate. 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 A.E.C.C. or Administrative Approval.

9.19.12        Bahama Village Roofs

9.19.12.1     Materials – Roofs installed in Bahama village must be specialty material or lightweight tile. 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:

Specialty Materials:                  MaxiTile – MaxiTile Inc.  
   MaxiShake – MaxiTile Inc.  
   HardiShake – James Hardie Building Products  
   HardiSlate – James Hardie Building Products  
   Fire Free – Recon Building Products

Light Weight Concrete Tile: Cedarlite – Monier Lifetile  
   Premium Duralite 2000 – Monier Lifetile  
   Premium Duralite – Monier Lifetile  
   Pioneer Light Weight Concrete Tiles – Pioneer  
   EagleLite Light Weight Concrete Tiles – Eagle  
   Lightweight Clay – U.S. Tile

9.19.12.2     Roof Color – Proposed roof colors for new roofs is subject to the approval of the Bahama Village Color Committee Chairman, who is appointed by the Bahama Village Director. Approval is based on the house color and surrounding houses.

9.19.13        Painting

9.19.13.1     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 everything except the stucco. The Bahama Village homeowners' fee accumulates funds to cover this painting requirement.

- 9.19.13.2 There is an approved slate of colors for Bahama Village that may be seen at the C.C.H.O.A. 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 Bahama village and not have conflicting combinations or adjacent homes the same color combination. If an owner desire to change colors of his/her house, a "Paint Color Change Request” form must be submitted to the C.C.H.O.A. in the same fiscal year in which the house has been scheduled to be painted. The Maintenance Supervisor will contact the Chairman of the Bahama Village Paint Committee for approval.
- 9.19.13.3 Shingles from original construction are allowed to remain unpainted as long as the owner maintains the shingles in a clean and unstained condition.
- 9.20 Exterior Modifications in Montego Village- Modifications to the exterior of Montego Units, including patios and garage enclosures, should be submitted to the AECC for approval. Replacement of sliding doors and windows shall be considered inconsequential changes, provided they are made of aluminum or vinyl. Colors may be original bronze or white.
- 9.21 Association Owned Common Areas and Wharfage Areas Exterior Paint Color
- 9.21.1 The standard color throughout the Cays common areas including the Kiosk entry area, pergolas, signs, light posts and street signs, shall be the color of Sea Witch Blue. Painting this color shall be carried out when required from a maintenance standpoint.
- 9.21.2 Wharfage Excepting Green Turtle and Blue Anchor Villages – As at present, dock piling caps, ramp railings and trim are to be repainted Sea Witch Blue when required from a maintenance standpoint or for new construction.
- 9.21.3 Wharfage in Blue Anchor Village – When required from a maintenance standpoint or for new construction, dock piling caps, ramp railings and trim shall be painted Sea Witch Blue or repainted in the present color. Ramps constructed of aluminum or other permanently colored composite material may remain unpainted subject to the approval of the Blue Anchor Village Paint Committee.
- 9.21.4 Wharfage in Green Turtle Village – When required from a maintenance standpoint or for new construction, dock piling caps, ramp railings and trim shall be painted in the present color, or Sea Witch Blue, or color(s) approved by the Green Turtle Village Paint Committee. Ramps constructed of aluminum or other permanently colored composite material may remain unpainted subject to the approval of the Green Turtle Village Paint Committee.
- 9.22 Trinidad Village Advisory Committee (TVAC) - The TVAC, comprised of the Village Director and volunteer homeowners of that village will be available to

review requests for exterior changes to each home or town home within Trinidad Village. Review will be accomplished during the open Committee meetings held on the first Thursday of each month at 6:00pm in the Trinidad Village Clubhouse. Reviews by the TVAC are not mandatory, they are provided for assistance to the homeowner in preparation for remodel or new construction applications required by the AECC, Board of Directors or the General Manager. The TVAC will forward each request to appropriate approval authority with recommendation and will provide individual homeowners of actions taken within three working days of review.

## **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 Association Rule 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 25 days or less are prohibited.

## **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 9.19.13

- 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 Cycle - The village director of each village will establish repainting cycles for homes in his 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 homeowner areas landscaped in common and areas considered private to the homeowner. Usually, these walls are located on the street side of the property and provide privacy 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 entire wall which runs parallel to Highway 75, including the entrance to the Cays and the features of the Bahama wall fronting the entrance circle. The Coronado Cays Homeowners Association is also responsible for the wall located along the north side of North Cays Park, which runs parallel to the entrance to the Loews Coronado Bay Resort.
- 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 (A.E.C.C.)

- 12.1.6 Protection - Walls must be protected from damage by abutting homeowners. Paint 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 C.C.H.O.A.-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-ways in Green Turtle village and the landscaping and maintenance costs of the wharfage areas adjacent to Admiralty Cross.
- 12.2.4 Antigua Village - The costs to maintain lot numbers 419 and 420 shall be assigned to Antigua.
- 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, 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 588, 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, 622, 623, 846, 847, 850, 922, 923 and 924 shall be assigned to Port Royale village.
- 12.2.13 Mardi Gras Village - The costs to maintain lot numbers 849, 854, 925 and 928 shall be assigned to Mardi Gras village.
- 12.2.14 Port Royale/Mardi Gras Village Split - The costs to maintain lot numbers 853 and 927 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 and 926 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 or a village.
- 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:
1. 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.
  2. 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.



3. All interior fixtures, including, but not limited to, space heaters, hot water heaters, kitchen appliances, light fixtures and ceiling heating system.
4. All doors, including hinges, doorjambs and door hardware and all windows, including sliders, frames and screens.
5. 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 and any shut-off valves located inside the unit.
6. Garage doors and associated hardware including, but not limited to, hinges, tracts, drives, motors, control systems and locks.
7. 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.
8. All cabinets and counters.
9. Heating system control units and registers.
10. 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 list of items that are common areas and are the Association's responsibility to maintain and repair in the condominium villages are:

1. The footings and the concrete slab.
2. The sewer system, from the roof vents to the street sewer lateral.
3. 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.
4. All electrical wiring in the wall leading into the electrical outlet.
5. The main electrical breaker for units in Montego, Antigua and Kingston villages.

6. All walls, including sheet rock, but excluding the interior paint or wall coverings.
7. 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.
8. All of the bearing walls and vertical supports of the condominium buildings.
9. All soffits and furred-down ceilings.
10. All of the roofs of the condominium buildings. Roofs include all skylights installed by the original developer.
11. 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.
12. All ducts wherever located for the heating system. Registers shall be the owner's responsibility to maintain.
13. All sewer lines, wherever located.
14. The main water shut-off valve, if located outside the unit.
15. Fences, gates and all common area walkways in the condominium villages.
16. 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.
17. Rain gutters and down-spouts, wherever located.
18. 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.
19. All mailboxes located on or outside the exterior walls.
20. All chimney flues and chimney caps.
21. All exterior painting.

22. 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.

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.

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:

1. Marine-grade hardware and fasteners must be used for the installation.
2. 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.
3. The gate must be lockable.
4. The gate must be constructed and installed in a professional manner.

12.4 Lights - Coronado Cays Homeowners Association 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, fitters and photo-cells. Except for the front porch light this 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 photo-cells. All waterside stairway bulbs and all dock boxes.
- 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 photo-cell. All ground lights in front of “model homes” at 2, 4, 6, 8, 15, 17, 19 and 21 Catspaw Cape.
- 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 only.
- 12.4.8 Green Turtle Village - Lights are the responsibility of the homeowners. The Association is responsible for ground lights for village name letters and ball lights on Green Turtle Road only.
- 12.4.9 Blue Anchor Village - Ground lights at the village 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 flood, 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 includes 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)    | #10 (red) |
| #11 (green) | #13 (green) | #14 (white – tire island) | #15 (green) |           |

#16 (red) #21 (green) #22 (red)

12.5.12 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. (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 C.C.H.O.A. 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.

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.

1. The tree or the roots of the tree are damaging an existing structure, sidewalk, slab, driveway, plumbing or other utility system.
2. 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, Meleleucas and twisting Junipers are the only trees this provision currently applies to.
3. The location of the tree interferes with a construction or re-modeling project authorized by the C.C.H.O.A. or obstructs a neighbor's view or light, and the homeowner on whose property the tree is located.
4. Aesthetic Appeal – A homeowner may request removal of a tree for aesthetic appeal subject to the following conditions:
  - A. The tree is located on the property of the homeowner requesting the removal.
  - B. Written approval of the village landscape coordinator and director is obtained.
5. The tree is sick, diseased or is in imminent danger of falling over.

13.8 Landscape Changes to Common Administration Maintained Areas:

Changes to common administration landscaping may be authorized by the consent of the landscape committee and landscape supervisor.