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RESTRICTIVE COVENANT MODIFICATION

I (We) _____ have an ownership interest of record in the property located at _____ that is covered by the document described below.

The following referenced document contains a restrictive covenant based on race, color, religion, sex, familial status, marital status, disability, national origin, source of income as defined in subdivision (p) of Section 12955, or ancestry that violates state and federal fair housing laws and that restriction is void. Pursuant to Section 12956.2 of the Government Code, this document is being recorded solely for the purpose of eliminating that restrictive

covenant as shown on page(s) _____ of the document recorded on _____ (date)

In book _____ and page _____, or Document No. _____ of the Official records of the County of _____, State of California.

The document referenced above was originally indexed in the following manner _____ and this document shall be indexed in like manner pursuant to Section 12956.2 (e).

The effective date of the terms and conditions of this modification document shall be the same as the effective date of the original document referenced above.

Dated _____



Printed Name(s)

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA }
COUNTY OF _____ }

On _____ before me, _____, a Notary Public, personally appeared _____ who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signatures(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

**The following notice is pursuant to California Government Code
Section 12956.1(b)(1))**

Notice

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

Special Assessment (Required Civil Code Sec. 4525)
McAllister Mews Homeowners Association

Order: N8743H87L
Address: 1235 McAllister St Apt 224
Order Date: 03-18-2024
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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Rental Restrictions (Required Civil Code Sec. 4525)
McAllister Mews Homeowners Association

Order: N8743H87L
Address: 1235 McAllister St Apt 224
Order Date: 03-18-2024
Document not for resale
HomeWiseDocs

This document is currently either not available or not applicable for this association.

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Operating Rules (Required Civil Code Sec. 4525)
McAllister Mews Homeowners Association

Order: N8743H87L
Address: 1235 McAllister St Apt 224
Order Date: 03-18-2024
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**McALLISTER MEWS
HOMEOWNERS ASSOCIATION**

RULES AND REGULATIONS

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McALLISTER MEWS
HOMEOWNERS ASSOCIATION

SUMMARY OF RULES AND REGULATIONS
DERIVED FROM RESIDENTIAL DECLARATION

ASSESSMENTS

**As stated in the Declaration, Article IV, MAINTENANCE AND ASSESSMENT, Section 4.1.,
Creation of the Lien and Personal Obligation of Assessment., p. 10:**

... No Owner of a Condominium may exempt himself from payment of Assessments, or installments, by waiver of the use or enjoyment of all or any portion of the Common Area or by waiver of the use or enjoyment of, or by abandonment of, his Condominium.

**As stated in the Declaration, Article IV, MAINTENANCE AND ASSESSMENT, Section 4.9.,
Notice and Assessment Installment Due Dates; Delinquent Assessment., p. 14:**

(a) A single ten (10) day prior written notice of each annual Regular Assessment and each Special Assessment, specifying the due dates for the payment of installments, shall be given to each Owner of every Condominium subject to Assessment; provided, however, in the event of an increase in any Regular or Special Assessment, such notice shall be given not less than thirty (30) nor more than sixty (60) days prior to the increased Assessment becoming due. The due dates for the payment of installments normally shall be the first day of each month, unless some other due date is established by the Board. Each installment of Regular Assessments and and Special Assessments shall become delinquent if not paid within fifteen (15) days after its due date.

- (b) If an Assessment is delinquent the Association may recover the following:
- i. Reasonable costs incurred in collecting the delinquent Assessment, including reasonable attorneys' fees;
 - ii. A late charge not to exceed ten percent (10%) of the delinquent Assessment or ten dollars (\$10.00), whichever is greater;
 - ii. Interest on all sums imposed in accordance with this Section, including the delinquent assessment, reasonable costs of collection, and late charges, at an annual percentage rate of twelve percent (12%) interest, commencing thirty (30) days after the Assessment becomes due.

Rules and Regulations

1. Assessment fees, whether regular or special are due and payable on the first day of each month, regardless of whether or not notice is received from the Association. Checks should be made out to McAllister Mews Homeowners Association and forwarded to the Association's accounting firm.
2. Any assessment or monthly installment of an annual assessment which is not paid within fifteen (15) days after the day upon which it becomes due shall bear interest at the rate of 12% per annum from the due date until paid. A late charge equalling 10% of the delinquent assessment will be levied for those payments not received within fifteen (15) days after the delinquent date.

USE RESTRICTIONS

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.1., Condominium Use, p. 26:

No Condominium shall be occupied and used except for residential purposes by the Owners, their tenants, and guests, except that an Owner may maintain an office to conduct a trade or business provided such office complies with the requirements of local laws and regulations governing the maintenance of offices in residential dwelling units.

The number of occupants per Unit shall be limited as provided by local law.

Rules and Regulations

1. A "home office" shall be defined as a small business which creates no additional burden on the Association staff and/or is allowed by the City of San Francisco. Such criteria includes but is not limited to regularly scheduled client appointments, excessive mail and/or package delivery, and paid staff. It is the responsibility of the Unit Owner to determine whether his "home office" is allowed under the zoning criteria as defined by the City of San Francisco.

RIGHT TO LEASE

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.7., Right to Lease, p. 27:

Owners shall have the right to rent or lease their Units so long as:

- (a) Not less than the entire Unit is rented or leased;

- (b) The lease term is for a period of not less than six (6) months; and
- (c) Any lease or rental agreement shall be made subject to this Declaration.

Rules and Regulations

Owners shall be entitled to rent or lease their Unit provided that:

1. Owner is in full compliance with the requirements as detailed in documents Owner has signed with the City of San Francisco Redevelopment Agency.
2. Not less than the entire Unit is leased or rented.
3. Any lease or occupancy agreement of a Unit shall state that it is subject to the Covenants, Conditions and Restrictions, limitations and uses contained in this Declaration as well as the Rules and Regulations established by the Association. The Owner shall remain responsible for any infraction of the Declaration or the Rules by the tenant(s).
4. Any lease must be in writing, and must provide that all its terms are subject in all respects to the Association Bylaws, Declarations, and Rules and Regulations, or is subject to default.
5. The lease shall be for a period of not less than six (6) months.
6. Units may be leased for residential use only. In no event may a Unit be used as a hotel, motel, boarding house or the like.
7. Obnoxious and repeatedly noisy behavior, or repeated violations of the Rules and Regulations are considered a breach of the lease.

SIGNS

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.3., Signs, p. 26:

No signs shall be displayed to the public view on any Unit or any portion of the Property except signs as are approved by the Board. In accordance with California Civil Code Section 712, one (1) "For Sale" or "For Rent" sign for each Condominium shall be allowed without such approval, provided that it is reasonable in size and posted at appropriate locations on the Property. The Board may adopt rules and regulations concerning the size and location of "For Sale" or "For Rent" signs.

Rules and Regulations

1. "For Sale" or "For Rent" signs shall be allowed provided that they are approved by the

Board. An approved sign may be placed in a window of a Unit or may be posted at locations in the Common Area designated by the Board, which locations shall be open to public view.

2. No unattended real estate Open Houses are allowed. Viewing of Units for sale or rent must be by appointment only with attendance by Owner or their agent.

WINDOW COVERINGS

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.9, Window Covering, p. 28:

Window coverings on windows visible from the street shall be restricted to drapes, curtains, shutters or blinds of a white color, unless expressly approved by the Association.

Rules and Regulations

1. **ALL DRAPERIES OR OTHER WINDOW COVERINGS USED IN THE UNITS SHALL BE WHITE OR OFF-WHITE.** If colored, they must be lined with a white or off-white liner. Shutter and "Levelor" type blinds are acceptable as long as the exterior sides are also white, off-white or a light wood as approved by the Board of Directors.
2. The installation of window screens is prohibited without the prior written approval of the Board of Directors.

NUISANCES

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.2., Nuisance, p.26:

No illegal or seriously offensive activity shall be transacted or conducted in any Unit or on any part of the Property, nor shall anything be done thereon which may be a serious annoyance or a nuisance to or which may in any way interfere with the quiet enjoyment of each of the Owners of his respective Unit, or which shall in any way increase the rate of insurance for the Project, or cause any insurance policy to be canceled or to cause a refusal to renew the same, or which will impair the structural integrity of the Condominium Building.

Rules and Regulations

1. Unit entry doors must be kept closed at all times except for entry and exit. This is particularly important when cooking to reduce the spread of odors.
2. No Smoking is allowed in the Common Areas within the building. This includes cigarettes, cigars and pipes.

3. **PLEASE DO NOT ALLOW CHILDREN OR GUESTS TO WANDER AROUND BUILDING UNESCORTED OR TO PLAY IN THE COMMON AREA.**
4. No advertising, pamphlets, free newspapers or other free printed matter of any kind shall be permitted to be distributed in the Common Area, to residents' Units, in entranceways or walkways. No soliciting, peddling or door-to-door canvassing of any nature whatsoever shall be permitted in the building or at any place around the property. Delivery of paid newspaper subscriptions and Association material is permitted.
5. All Owners must take all reasonable precautions to lower noise transference between Units.
6. Loudspeakers shall not be affixed to any wall, ceiling, shelving or cabinet so as to cause vibrations discernible between Units.

RADIO AND TELEVISION ANTENNAE

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.6., Radio and Television Antennas, p.27:

No Owner shall alter or modify a central radio antenna, television antenna system, cable television system or satellite dish, if any, as developed by Declarant and as maintained by the Association, without the permission of the Board. No Owner shall construct and/or use and operate his own external radio, television antenna or satellite dish without the approval of the Board, except that the Board may not prohibit or restrict the construction and/or use of a satellite dish having a diameter or diagonal measurement of 36 inches or less which is not visible from any street or the Common Area. Notwithstanding the foregoing, the Board may impose reasonable restrictions for the installation and use of a video or television antenna, including a satellite dish, that do not significantly increase the cost of the system or significantly decrease its efficiency or performance, as set forth in Civil Code Section 1376. If the Board requires approval for the installation of such antenna or satellite dish, the application for approval shall be processed in the same manner as an application for architectural modification and the issuance of a decision on the application shall not be willfully delayed.

Rules and Regulations

1. Shortwave, citizens band or other amateur or commercial radio operations that interferes with normal TV and radio reception are not allowed.

GARBAGE AND REFUSE DISPOSAL

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.5., Garbage and Refuse Disposal, p. 27:

All rubbish, trash and garbage shall be regularly removed from the Property and shall not be allowed to accumulate thereon. Trash, garbage and other waste shall not be kept except in sanitary containers. All equipment for the storage or disposal of such material shall be kept in a clean, orderly, and sanitary condition. All equipment, garbage cans, wood piles, or storage piles shall be kept screened and sealed from view of other Units, streets and Common Areas. No toxic or hazardous materials shall be disposed of within the Project by dumping in the garbage containers or down the drains, or otherwise, other than those required, in limited quantities, for the normal cleaning of a Condominium.

Rules and Regulations

1. All household garbage must be bagged and securely tied in leakproof containers before disposal into the trash chute which is located on the Podium level and in the Parking Garage. This is required to limit the creation of odors and to discourage infiltration by pests.
2. Volatile or flammable materials are not to be disposed of by placing them in the garbage chute.
3. If a garbage chute is clogged through the negligent use of an Owner, the violator will be subject to a fine as proscribed in the ENFORCEMENT section of these Rules and Regulations.

ANIMALS

As stated in the Declaration, Article VII, USE RESTRICTIONS, Section 7.4., Animals p. 26:

No animals or birds of any kind shall be raised, bred or kept in any Condominium, or any portion of the Property; except that no more than two (2) ordinary household pets may be kept, provided that they are not kept, bred or maintained for any commercial purposes, and that they are kept under reasonable control at all times. Notwithstanding the foregoing, no pet may be kept on the Property which is a serious annoyance or is obnoxious to the Owners. No pet shall be allowed in the Common Area except as may be permitted by the rules of the Association. Declarant or any Owner may cause any unauthorized pet found in the Common Area to be removed to a pound or animal shelter under the jurisdiction of the City and County of San Francisco, by calling the appropriate authorities, whereupon the Owner (upon payment of all expenses connected therewith) may repossess the pet. Any decision regarding the conduct of a pet shall be made only after notice to the Owner and the opportunity to be heard before the Board. Owners shall prevent their pet from soiling any portion of the Common Area and shall promptly clean up any fouling by their pet.

Rules and Regulations

1. No more than two (2) pets, in any combination, may be kept, provided that it is not kept, bred or maintained for any commercial purposes, and it is kept under reasonable control at all times.
2. No pets may be kept which are a serious annoyance or are obnoxious to other Owners.
3. No pet may be walked in any portion of the Common Area including the landscaped area but must be on a leash or hand-carried by a person capable of controlling the pet.
4. Any pet found in the Common Area may be removed to a pound or animal shelter by calling the appropriate authorities.
5. Owners are required to inform the Association of the type and breed of pet upon commencement of occupancy and provide the Association with proof of rabies vaccination.
6. The cost of cleaning and deodorizing any Common Area due to pets' "accidents" is the resident's obligation. The animal's owner is expected to handle removal of the original "accident".

ENFORCEMENT

1. Complaints and notices of violations must be reported in writing to the Board of Directors. The complainant must be prepared (and may be required) to appear at the hearing to testify about the complaint.
2. The Board of Directors shall give written notice to the Owner charged with violations of the terms of the Declarations or of these Rules and Regulations as amended. Such notice shall be mailed to the Owner at his/her then listed address by U.S. First Class, Registered or Certified mail, postage paid, with a copy to the complainant, and shall:
 - (a) State the nature of the alleged violation,
 - (b) Schedule a date and time for a hearing of the charges before the Board which shall be at least five (5) days following the date of the notice.
3. At the scheduled hearing, the Board shall:
 - (a) Afford the Owner the opportunity to review the alleged violations and to express his/her position.

Further, the Board may,

- (b) Have the complainant appear at the hearing to discuss the violation notice and to respond to any questions from the Board or the defending Owner(s),
 - (c) Render a decision on whether to impose disciplinary action. (Failure of an Owner to appear at the scheduled hearing or to provide an explanation of his/her position shall not prohibit the Board from taking action.
4. The Board is authorized to:
- (a) Impose fines up to \$100 per occurrence for each violation;
 - (b) Suspend the Owner's rights as a Member of the Association as long as such violations continue.
 - (c) Suspend any imposed fines or penalties for a period not to exceed thirty (30) days if it finds the Owner is making good faith efforts to correct the violation
5. All fines collected pursuant to these Rules and Regulations shall be placed in the Association's general fund.
6. Nothing in these Rules and Regulations shall prevent the Board of Directors from taking any action to enforce the provisions of the Articles or Bylaws of the Association or the Declaration which is provided or permitted by those documents.

AMENDMENTS

1. These Rules and Regulations may be amended or revised in accordance with the provisions of the Declaration and the Bylaws of the Association.

You have been given copies of the Declaration of Covenants, Conditions and Restrictions of McAllister mews, A Condominium Project. These Rules have been adopted pursuant to the provisions provided for in the Bylaws and Declaration. In case of any inconsistencies, the Declaration would supersede the Bylaws and both the Declaration and Bylaws supersede these Rules and Regulations.

**BOARD OF DIRECTORS
McALLISTER MEWS
HOMEOWNERS ASSOCIATION**

01/04/2008

Page 8
Order: N8745H87L
Address: 1235 McAllister St Apt 224
Order Date: 03-18-2024
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McAllister Mews

**McALLISTER MEWS
HOMEOWNERS ASSOCIATION**

MOVE-IN/MOVE-OUT PROCEDURES

PRIOR TO YOUR MOVE

In an effort to schedule and expediate your Move-In / Out process, all moves must be scheduled through the Association's Management Company (925-277-8178).

Moves in or out may be made between 8:00 a.m. and 5:00 p.m. daily, Monday through Saturday.

SUNDAYS AND HOLIDAYS ARE RESERVED AS A TIME OF QUIET ENJOYMENT FOR ALL RESIDENTS AND THEREFORE NO MOVING IS ALLOWED ON THESE DAYS.

AN APPOINTMENT TO SCHEDULE A MOVE-IN OR MOVE-OUT OF THE BUILDING MUST BE MADE SEVEN (7) WORKING DAYS IN ADVANCE OF THE MOVE.

UNSCHEDULED MOVES WILL BE REQUIRED TO NOT INTERRUPT OR IMPACT SCHEDULED MOVES.

UTILITIES AND MAIL

You need to make all necessary arrangements for your utilities (PG&E, Telephone and Cable TV service) to be turned on and ready prior to your Move-In. Contact your Post Office to have your mail forwarded.

PARKING AND BUILDING ACCESS

Be sure to instruct your movers where to park for best access to you new home. Move-Ins / Outs and/or deliveries are permitted through the building's McAllister entry ONLY.

IMPORTANT NOTE: The elevator within Alamo Square Condominiums which runs from the Garage to the first level of the building CANNOT be used for any Moves; it is not part of your Common Area Ownership nor was it designed for use for any Move-Ins / Outs or deliveries.

INITIAL MOVE-IN

Your Moving Company

Please choose your moving company carefully! You, as the Unit Owner, are fully responsible for any damage done to the Common Area i.e., hallways, stairways, courtyard and other damaged caused during your Move. Because of this liability it is important that the moving company carry its own insurance for such damage.

The moving company you select must supply the Association with a current Certificate of liability insurance for a minimum of \$1,000,000 before the move may start.

Owners who wish to move in or out without using a professional moving company may do so providing they meet all the requirements of the moving companies, i.e., scheduling the Move, date and time at least seven (7) working days in advance of the move.

THE OWNER IS RESPONSIBLE FOR ALL COSTS FOR REPAIRS NECESSITATED BY THE MOVE.

Please provide the moving company with a copy of these procedures along with the attached "Move-In Move-Out Agreement" so that they have a clear understanding of McAllister Mews Move-In/Out Procedures.

SUGGESTIONS FOR MOVING PREPARATION

1. MAKE A PLAN

You will save time and money if you plan the location of your furniture in your new home before it is delivered by the moving company.

2. BE SURE YOU KNOW:

- A. Your Unit number.
- B. The day, the date and the time block you are scheduled for the Move-In / Out and have verified this with your moving company.
- C. The size of the entryways, hallways and stairways. Measure your large items to be sure they fit through the standard door openings and any tight corners in the building complex. Please request that your mover measure the exact sizes to insure all items can be transported safely.

AFTER MOVING IN

BOXES AND PACKING MATERIALS

At the end of the move, or after each day if the move takes longer than one day, the corridors and walkways must be cleared of all debris. **PACKING MATERIAL AND CONTAINERS MUST NOT BE LEFT OUTSIDE YOUR DOOR OR DISPOSED OF IN THE GARBAGE CHUTE. ALL CARTONS AND PACKING MATERIALS MUST BE FLATTENED AND TAKEN TO THE DESIGNATED TRASH COLLECTION/RECYCLING AREA IN THE GARAGE.**

NO MATERIALS SHOULD BE FORCED INTO THE TRASH CHUTE!

If any Owner or tenant disregards this regulation by jamming the trash chute or by leaving packing materials and boxes in a disorganized and disorderly manner the Owner will be subject to a minimum fine of \$100.00 to cover the cost this nuisance has created.

NEW OWNER/TENANT ADMINISTRATION

1. All new seller and lessors shall pay a fee of \$250.00 for new Owner/Tenant administration. Payment shall be made payable to John H. Beatty & Associates. Payment is to be made within three (3) days after entering into a lease or contract of sale for any Unit.
2. All new Owners and Tenants shall receive the New Owner/Tenant Administration Package which will include, but not be limited to, the following documents:
 - A. Covenants, Conditions and Restrictions (CC&R's)
 - B. Association Rules and Regulations
 - C. Association Bylaws
 - D. Construction Requirements for Unit Modification
 - E. Architectural Review Guidelines
 - F. Articles of Incorporation
 - G. Annual Operating Budget

**McALLISTER MEWS
HOMEOWNERS ASSOCIATION**

MOVE-IN / MOVE-OUT AGREEMENT

I have read the Move-In Move-Out Procedures for McAllister Mews. I understand and agree that if damage is incurred as a result of my move, I will accept total responsibility for the cost of any repair, cleaning, losses or other liabilities. I further understand and agree that if my Move-In or Out requires more time than the allotted four (4) hours that it may be interrupted to allow other scheduled Moves.

Owner Name

Date

Unit Number

**McALLISTER MEWS
HOMEOWNERS ASSOCIATION**

**CONSTRUCTION REQUIREMENTS
FOR
UNIT MODIFICATIONS WHICH AFFECT BUILDING INFRASTRUCTURE**

The following requirements are designed to insure that Unit modification work undertaken by individual Owners does not negatively affect the structural integrity of the building nor create an unnecessary nuisance to other Unit Owners.

Building Infrastructure

Building Infrastructure is defined as any element or component behind the outside face of the Unit's interior sheetrocked wall, ceiling and floor surfaces. This specifically includes but is not limited to the following systems:

1. **Acoustical**
2. **Electrical**
3. **Mechanical**
4. **Plumbing**
5. **Fire Protection System**
6. **Drywall**

Procedure for Submittal of Documentation

All necessary information and documentation regarding Unit modifications shall be submitted to the Board of Directors. Construction drawings for all intended Unit modification work must be submitted for review and approval prior to the commencement of any work. The Board of Directors will review the drawings, at the Unit Owner's expense, to determine if further architectural and/or engineering review is necessary.

If it is determined by the Board of Directors that the intended modifications do in fact affect the building infrastructure a review of the construction drawings, at the Unit Owner's expense, will be undertaken by a Consultant selected by the Board.

Procedure upon Approval by Board of Directors

Upon written approval by the Board the Unit Owner may begin the scheduling of work on the Unit.

PRIOR TO THE COMMENCEMENT OF ANY WORK, THE UNIT OWNER MUST PROVIDE THE BOARD WITH THE FOLLOWING:

1. **Permits** - A copy of all applicable building permits as required by the City of San Francisco
IT IS THE RESPONSIBILITY OF THE UNIT OWNER TO DETERMINE THE PERMIT REQUIREMENTS.
2. **Insurance** - The contractor's insurance certificates for Workmen's Compensation and liability insurance. The limits for the liability coverage shall be at least \$1,000,000. The limits for Workmen's Compensation are statutory.
3. **Bond** - The contractor's Performance and Payment Bond. The stipulated amount of this bond will be for an amount equal to the dollar value of the infrastructure work.
4. **Security Deposit** - A cash deposit of \$1,000 must be provided. All costs for any damage or required clean-up of the Common Area caused by the contractor as well as any administrative costs will be charged against this deposit. Upon completion of all work an itemized summary of these charges will be provided to the Unit Owner.
5. **Protection of Common Area** - During the time that Unit Modification work is underway all affected Common Areas must be protected, at the Unit Owner's expense and to the complete satisfaction of the Board, to insure against damage. The protective cover must be removed and the affected areas cleaned daily. If this is not done by the Contractor, the work will be done by the Association and the Unit Owner will be charged for all related expenses.

Schedule of Anticipated Interruption of Services

Any interruptions to any common systems, such as, but not limited to plumbing, electrical or mechanical, which will affect other Units must be scheduled with the Board of Directors. The Board will notify all other affected residents at the Unit Owner's expense.

ANY SUCH INTERRUPTION IN SERVICES MUST BE SCHEDULED A MINIMUM OF SEVEN (7) DAYS IN ADVANCE. THE SCHEDULE AND DURATION OF THIS INTERRUPTION IS SUBJECT TO THE APPROVAL OF THE BOARD AND THE SURROUNDING AFFECTED UNITS.

Mechanics Liens

An unconditional lien release shall be submitted to the Board upon completion of work following the receipt of final payment of any preliminary lien notices sent to the McAllister Mews Homeowners Association and to the Developer.

THE UNIT OWNER WILL BE ASSESSED FOR THE VALUE OF THE LIEN IF THE LIEN RELEASE IS NOT PROVIDED TO THE ASSOCIATION.

General Provisions

All Association Rules and Regulations governing the creation of a nuisance shall be strictly enforced. Work that may be disturbing to other residents shall be restricted to the hours of 8:30 am to 5:30 pm, Monday through Friday and 10:00 am to 4:00 pm on Saturdays.

TO PROTECT THE QUIET ENJOYMENT OF ALL RESIDENTS NO WORK WILL BE ALLOWED TO BE CONDUCTED ON SUNDAYS OR HOLIDAYS.

ACKNOWLEDGEMENT

I have received, read and agreed to abide by the policies and procedures as outlined in the McAllister Mews Homeowners Association "Construction Requirements for Unit Modifications Which Affect Building Infrastructure".

_____	_____	_____
Unit Owner	Unit Number	Date
_____	_____	_____
Unit Owner	Unit Number	Date

**McALLISTER MEWS
HOMEOWNERS ASSOCIATION**

ARCHITECTURAL REVIEW GUIDELINES

PREFACE

These Architectural Guidelines have been prepared to give Owners and Residents at McAllister Mews a comprehensive understanding of the design review (architectural modification) process. The following table of contents outlines specific areas of information. However, it is suggested you read this entire manual before proceeding with any Request for Architectural Modification.

Application request forms are available from the Management Company.

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AUTHORITY

The Board of Directors, under authority provided in the Declaration, has been established as the Architectural Control Committee, hereinafter referred to as the "Design Review Committee". The members of the Design Review Committee are appointed by the Board to assist the Board in their responsibility of monitoring the design integrity of the project.

In order to carry out these responsibilities, the Design Review Committee has developed the standards and guidelines which are described herein, and the Committee will function in the following capacity:

1. Receive requests and proposals for alteration and/or construction work to be undertaken by any homeowner.
2. Make recommendations to the Board as to the acceptability, quality of design, workmanship and materials of such requests following consistently the guidelines established here.
3. Monitor overall exterior design compatibility by identifying violations and accepting complaints from individual homeowners relating to violations of others.

PURPOSE

The objective of Architectural and Design Review is to foster the following goals:

1. Preserve the attractiveness and quality of our living environment.
2. Enhance property values.
3. Maintain the integrity of those areas which have a discernable character and which might have special significance.

Therefore, as homeowners it is in everyone's interest that the overall integrity of the project be maintained. In our efforts to do so we intend to:

1. Preserve environmental harmony.
2. Maintain architectural character and harmony.
3. Maintain structural integrity.
4. Ensure the quality of workmanship and materials.

In an effort to meet these objectives, the Design Review Committee is committed to consistent application of these guidelines and standards. They will be applied fairly, in a timely manner and in good faith. The guidelines are not intended to stifle creativity or initiative in favor of stereotypes. Proposals and plans will be considered reasonably and professionally.

DESIGN REVIEW COMMITTEE

APPLICATION FOR REVIEW PROCESS

1. Any Owner carrying out remodeling within their Unit other than finish modifications must submit plans and receive written approval. This includes construction or demolition of walls, electrical work, plumbing requiring access or alteration inside the plumbing wall or any other modification which may affect common or shared elements such as demising walls, floors, ceiling or infrastructure construction.
2. Prior to initiating any structural improvement, alteration or modification to any Unit, an applicant shall make written request for an architectural change, by submitting a completed "Application for Architectural Alteration" form, together with detailed plans and specifications, showing the kind of structure, dimensions, materials and proposed location in relation to adjacent structures.
3. An applicant requesting an architectural change shall seek and receive a building permit from the City of San Francisco, where necessary. All proposed changes must conform to all applicable codes.
4. The Design Review Committee must have adequate time to consider the request prior to the next scheduled meeting of the Board of Directors. The Board of Directors meetings are held on a quarterly basis. Please contact the Association office for the deadline date for submittals to the Design Review Committee.
5. The Committee will recommend approval or denial of the request according to established standards and policies previously approved by the Board of Directors, guidelines established by the Committee, and conformance with the CC&Rs. If the request does not fall within established guidelines or is without precedent, the Committee will make policy recommendations to the Board as to the disposition of the request at the Board's regularly scheduled meeting.
6. The Board is responsible for approval or denial of all requests. The homeowner will be notified in writing of the Board's decision.
7. In the event that the Board does not approve the application, the applicant may be asked to comply with whatever requests the Board makes for further information, modification to the proposal, etc.
8. If an initial request has been denied, the applicant may submit an amended request which complies with established policies and guidelines.

9. If a request is denied, the applicant may appeal the decision by directing a letter to the Board of Directors, requesting a hearing.
10. If the request is approved and the Committee has determined the architectural change will result in increased maintenance, the approval letter will state that an amount shall be paid in advance as a condition of approval of the change.
11. Before construction commences, all fees shall be paid and all insurance certificates, bonds and building permits shall be posted.
12. Copies of all requests, plans, specifications and subsequent correspondence will be kept in the files of the Design Review Committee. All correspondence regarding approval or denial will be signed by the Chairman of the Committee.
13. If an approved alteration is not completed within the time limits established when the approval was granted, the Board may cancel the permission upon ten (10) calendar days written notice to the applicant/homeowner. Further, any uncompleted project as noted above, which effects common elements or the integrity of the building, may be completed by the Association at the homeowner's expense.
14. Any Owner failing to follow this process is subject to a minimum \$100.00 fine, plus any directly incurred costs in reconciling the violation.

EXHIBIT A

CONDITIONS FOR ALTERATIONS, ADDITIONS AND REMODELING

1. Applicant agrees and understands in the event the application is approved by the Board, the Board may impose special conditions of construction and maintenance on the approved work. Any special conditions will be attached and be a part of the "Permit for Architectural Alteration."
2. Applicant shall make a one thousand dollar (\$1,000.00) deposit with the Association in advance of the start of work. Such deposit shall be refunded to the applicant when the job is completed, less any costs incurred by the Homeowners' Association for repairs or losses resulting from damage to the Common Area caused by Applicant, his contractor or agent(s).
3. Applicant shall be responsible to see the work is carried out in compliance with all governmental laws, ordinances and regulations and that permits, licenses, bonding or insurance which may be required in connection with the job are obtained before the start of work.
4. Applicant shall be responsible to see that contractors protect all affected Common Areas when bringing materials in and out of the building and will see that the Common Areas are left in a clean and orderly condition throughout and at the end of each work day.
5. Applicant shall be responsible to see that contractors haul away surplus building material and not permit disposal of such material in the building garbage rooms or garbage chutes. No flammables are to be stored in the Unit.
6. Applicant shall indemnify and hold the Association harmless from any and all claims, suits and actions (including Mechanics Liens) by or on account of any acts or omissions of the contractor, the contractor's agents or servants, or arising in any way out of the performances of the work covered in this job.

All contractors and subcontractors are required to post certificates of insurance for public liability and property damage specifically naming the Association as "additional named insureds."

7. A representative designated by the Association will have the right to enter and observe work in progress to monitor its compliance with the approved plans and adherence to this agreement.
8. No modification or change in approved plans, specifications or special conditions shall be made without the prior written approval of the Association.
9. If applicant fails to comply with the permit conditions and requirements, the Association is authorized to take whatever action is necessary or reasonable to correctly complete or restore

the Unit or affected Common Areas. In this circumstance, all costs incurred by the Association plus a minimum \$100.00 fine will be assessed against the owner's property. Such costs include but not limited to:

- a. Reconstruction or repair to the Unit and its related costs,
 - b. Reconstruction or repair to the Common Areas or restricted Common Areas and its related costs,
 - c. Attorneys fees
 - d. Court costs.
10. Applicant will inform all other homeowners who may be affected by such alteration work of the nature of the work and the extent to which they may reasonably expect to be affected thereby.
 11. Applicant is to assume all responsibility for the weather tightness of proposed installation and the waterproofing of the building structure itself as to those portions affected by the alteration work.
 12. Applicant shall take all precautions and shall bear all risks with respect to damage to the building structure and its installations and equipment and the property of all other residents including but not limited to damage caused by weather, water, steam, electrical, fire or any other cause attributable to the work performed by or for applicant. Applicant will be responsible for the full cost of repairs incurred by the Association due to any failure to comply herewith or by the performance of the alteration work.
 13. All alterations and structural changes shall be performed in such a manner and at such times as not to disturb other occupants of the building or the operation of the building services. All work shall be performed only between the hours of 8:30 a.m. and 5:30 p.m. Monday through Friday and 10:00 a.m. and 4:00 p.m. on Saturdays. No work shall be performed on Sundays or holidays. Work which will produce unusual noise which might be disturbing to other residents shall not be performed before 10:00 a.m.
 14. Impact devices such as jack hammers, chipping guns, drills, power operated hammers and similar devices will not be permitted unless there is no other substitute available. If such devices are to be used, a written permit has to be obtained stating: date, time, purpose and duration of use, and such permit shall be distributed to occupants whose units are in close proximity to the site. This will give the immediate neighbors ample warning concerning the noise to be generated by the use of these devices. A written request shall be submitted concerning the use of impact devices one week prior to actual work. A written permit shall be given to the contractor by the Association. Impact devices can be used from 10:00 a.m. to 4:00 p.m. only.
 15. Once the architectural modification has been completed, the modification must be inspected by

the Association in order to ascertain if all common systems and elements are completed in accordance with the modified design or as a result of the approved modification. The Association will not consider the work complete until inspection has been completed and the project approved. Inspection by the Association does not warrant or guarantee the structural component or design integrity of the Unit Owner's modification.

16. Unit Owner (Applicant) and Unit Owner's heirs, successors and assigns hereby indemnify and hold harmless the Homeowners Association from all defects in products, workmanship or design arising from or out of the alteration(s) or modification(s) performed by the Owner or their agents.

APPLICATION FOR IMPROVEMENTS

Association: McALLISTER MEWS HOMEOWNERS ASSOCIATION

Owner's Name _____ Telephone (Day) _____
(Evening) _____

Mailing Address _____

Property Address _____

Description of Improvements _____

SUBMISSION OF SKETCH, DRAWING, PLAN, MATERIALS LIST AND/OR SPECIFICATION IN TRIPLICATE IS REQUIRED FOR APPROVAL.

Do you plan to attend the Board of Directors meeting when this application is reviewed? Yes No

Contractor _____ License Number _____
(If Applicable)

Architect/Engineer _____ License Number _____
(If Applicable)

I, the undersigned Owner, agree to indemnify and hold harmless the Association against any expenses incurred in connection with constructing, maintaining or repairing the above referenced improvements and I further agree that any expenses not so paid may be assessed against me. Additionally I agree to assume the defense should any litigation or any other claim arise out of these proposed improvements.

Submitted By _____ Date _____

Conditions of Approval

1. Applicant shall be responsible to obtain all applicable city/county building permits and provide copies to Association.
2. A Soils Report shall be completed under the direction of a soils engineer. A copy to be provided to the Association.
3. Other Requirements _____

Recommendation of Architectural Committee

Application For Improvements, with Conditions of Approval as outlined above should be approved. Yes No

Additional Comments _____

Order: N8743187L
Address: 1235 McAllister St Apt 224
Order Date: 03-18-2024
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McAllister mews Homeowners Association

c/o John H. Beatty & Associates One Annabel Lane, Suite 100 San Ramon, CA 94586 925-277-8178 925-277-8183 (Fax)

ELECTION RULES AND PROCEDURES

The California State Legislature enacted new laws governing elections to the Board of Directors that are effective as of July 1, 2006. The following election rules comply with the requirements of the Davis-Sterling Act and provide for fair elections, subject to all applicable and enforceable: (a) provisions of law, and (b) Articles of Incorporation, CC&Rs, and Bylaws.

I. MEMBERSHIP MEETINGS

A. Meetings of the Membership

1. Annual Meetings

At all Annual Meetings, which shall be held each year, there shall be elected, by the Members, a Board of Directors in accordance with the requirements of the Bylaws. The Members may also transact other business of the Association as may properly come before them at such Annual Meeting.

2. Special Meetings

Special Meetings of the Members, for any purpose or purposes whatsoever, may be called at any time by the President of the Association or by the vote of a majority of the Board, or by Members representing five percent (5%) or more of the total voting power of Members. If a Special meeting is called by Members, the request shall be submitted by such Members in writing, specifying the general nature of the business proposed to be transacted and shall be delivered personally or sent by registered mail or facsimile transmission to the President, the Vice President or the Secretary of the Association. The officer receiving the request shall cause notice to be promptly given to the Members entitled to vote that a meeting will be held, and the date of such a meeting, which date shall not be less than thirty-five (35) nor more than ninety (90) days following the receipt of the request.

3. Location of Meetings

All meetings of the Members shall be held on the property or as close thereto as possible in the County of San Francisco, State of California.

B. Notice of Membership Meetings

1. Notice by Board of Directors

Notice of all meetings of the Members shall be given by the Board. If the notice for a Special Meeting called by the Members is not given within twenty (20) days after receipt of the request, the Members requesting the meeting may give the notice consistent with the governing documents and applicable law. Except in the cases where another express provision is made by statute, the Bylaws or the Declaration, notice of a Special Meeting may be given by any person or persons entitled to call a meeting.

2. Notice Period

All such notices of any meeting shall be sent to each Member of the Association not less than thirty (30) days and not more than ninety (90) days before such meeting. Except in the cases where another express provision is made by statute, the Bylaws

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or the Declaration, notice of a Special Meeting shall be given in the same manner as for Annual Meetings.

3. Notice Contents

Written notice of all meetings shall specify the place, the date and the hour of such meeting and shall generally state those matters where the Board, at the time of mailing of the notice, intends to present for action by the Members. Notice of any Special Meeting shall specify, in addition to the place, day and hour of such meeting, the general nature of the business to be transacted. Notice of the meeting at which directors are to be elected shall set forth the number of directors to be elected and shall call for nominations.

4. Delivery

Notice of any meeting of the Members shall be given either personally or by mail, postage prepaid, addressed to each Member either at the address of the Member appearing on the books of the Association or the address given by the Member to the Association for the purpose of the notice. If no address appears on the Association's books and no other has been given, notice shall be deemed to have been given if notice is sent to that Member by mail to the Association's principle office. Notice shall be deemed to have been given at the time when delivered personally or deposited in the mail or sent by other means of communication. An affidavit of the mailing or other means of giving any notice of any Members' meeting may be executed by the Secretary, or any other party of the Association giving the notice, and if so executed, shall be filed and maintained in the minute book of the Association.

II. NOMINATIONS

A. Board Member Qualifications

The affairs of the Association shall be managed by the Board of five (5) Directors, each of whom must be a Member of the Association. The number of directors may be decreased from time to time, but in no event shall be less than three (3), by an amendment to the Bylaws by the Members. Any Member of the Association in good standing may be elected to and serve on the Board of Directors.

B. Term of Office

At each Annual Meeting of the Members, the Members shall elect a new Director to fill each vacancy created by the expiration of the prior director's term of office. Such new Directors shall serve for a term of two (2) years or until the later election of their successors.

C. Nominations

All nominations to be included on the written ballot must be in writing and delivered to the Association not less than thirty (30) days before the election date. Each Member shall be notified by written notice, a list of candidates nominated. Nominations for election to the Board of Directors may be made by the following methods:

1. Nominating Committee

The Board may appoint a committee to recommend qualified candidates for election to the Board and the Board may, in its sole discretion, nominate one or more of those recommended as candidates.

2. Self Nomination

Any qualified Member of the Association may nominate himself or herself for election to the Board of Directors by submitting to the Association a written statement signed and dated by the Member nominating himself or herself.

3. Member Nomination

A Member of the Association may nominate any other Member of the Association as a candidate.

4. Board Nomination

The Board of Directors may nominate any Member of the Association as a candidate.

III. CAMPAIGNING

A. Access to Media

If the Association provides access to Association media, newsletters, or Internet Web sites during a campaign, for purposes reasonably related to the election, to any candidate or Member advocating a point of view, then the Association will provide equal access to all candidates and Members advocating a point of view, including those not endorsed by the Board of Directors.

B. Restrictions on Editing

The Association will not edit or redact any content from campaign communications, but may include a statement specifying that the candidate or Member and not the Association, is responsible for the content of the communications. The Association and its directors, officers, and agents shall be immune from liability for the content of those communications. The Association may require the person submitting a potentially defamatory or obscene communication to sign an indemnity and hold harmless agreement protecting the Association for liability for the publication.

C. Access to Association Meeting Space

The Association will provide access to the Common Area Meeting Space, if any exists, by reservation only, during a campaign, to all candidates, including those who are not incumbents, and to all Members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election. Access shall be provided at no cost to the Members.

D. Campaign Fund Restrictions

Association funds will not be used for campaign purposes in connection with any Association Board election. Funds of the Association will not be used for campaign purposes in connection with any other Association election except to the extent necessary to comply with duties of the Association imposed by law. Campaign purposes include, but are not limited to, the following: (a) expressly advocating the election or defeat of any candidate that is on the Association's election ballot; and (b) including the photograph or prominently featuring the name of any candidate on a communication from the Association or its Board, excepting the ballot and ballot materials, within thirty (30) days of an election. This restriction does not prevent distribution of campaign materials as otherwise specifically allowed under the equal access provisions of these rules.

IV. INSPECTOR(S) OF ELECTION

A. Selection of the Inspector(s) of Election

Prior to the date ballots are first sent out, The Board of Directors shall, at an open meeting of the Board, select either one (1) or three (3) persons as Inspector(s) of Election. The Board, in its sole discretion, shall have the power to decide on the number of inspectors and appoint person(s) to fill those positions.

B. Eligible Inspector(s) of Election

The Inspector(s) of Election shall be any independent third party, including, but not limited to, a person under contract with the Association for compensation, such as a property manager, attorney, or certified public accountant etc. Members of the Association can also be Inspector(s) of Election. The only persons who may not serve as an Inspector are sitting Members of the Board of Directors, candidates for the Board of Directors, and persons related to sitting Members of the Board of Directors or candidates of the Board of Directors. The Association will defend, indemnify and hold harmless the Inspector(s) of Election from any and all claims, demands, damages, costs, liabilities and expenses arising out of his or her activities absent gross negligence or willful misconduct.

C. Duties of Inspector(s) of Election

Inspector(s) of Election shall have the following duties:

1. **Conduct Election with Fairness** - Perform any acts as may be proper to conduct the election with fairness to all Members in accordance with Civil Code section 1363.03, the Corporation Code, the Association's governing documents, and all applicable rules of the Association regarding the conduct of the election that are not in conflict with Civil Code section 1363.03.
2. **Membership** – Determine the number of Memberships entitled to vote and the voting power of each.
3. **Validity** – Determine the authenticity, validity and effect of proxies, if any.
4. **Closing of Polls** – Determine when the polls shall close consistent with the governing documents.
5. **Receive Ballots** – Once a secret ballot has been received by an Inspector of Election, it shall be irrevocable.
6. **Custody** – Maintain custody of all the sealed ballots at all times. The sealed ballots, at all times, shall be in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election until after the tabulation of the vote and until the time allowed by Section 7527 of the Corporations Code for challenging the election has expired, at which time custody shall be transferred to the Association. No person, including a Member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election or his or her designee may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated.
7. **Challenges** – Hear and determine all challenges and questions in any way arising out of or in connection with the right to vote. If there is a recount or other challenge to the election process, the Inspector(s) of Election shall make the ballots available for inspection and review upon written request. An Association Member may authorize a representative to review the ballots on his or her behalf. Any recount shall be conducted in a manner that preserves the confidentiality of the vote.
8. **Counting** – Count and tabulate all votes. All votes shall be counted and tabulated by an Inspector(s) of Election or his or her designee in public at a properly noticed open meeting of the Board of Directors or meeting of the Members. Any candidate or other Member of the Association may witness the counting and tabulation of votes.

9. **Appoint Assistants** – Appoint and oversee additional independent third parties to verify signatures, and to count and tabulate votes as the Inspector(s) of Election deem appropriate provided that such persons are independent third parties.
10. **Results** – Determine the tabulated results of the election.
11. **Impartiality** – Perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. Any report made by the Inspector(s) of Election is prima facie evidence of the facts stated in the report.

V. BALLOTS AND PROXIES

A. Voting Rights

1. Number of Votes

The Owners of each Unit shall have one vote per Unit, except when two or more Units have been combined, the Owners of the combined Unit shall have all of the votes associated with all of the combined Units. Where there are multiple Owners of a single Unit, they shall decide among themselves who among them shall cast the vote on behalf of the Unit. If one vote is cast on behalf of a single Unit, then it shall be conclusively presumed that the vote was cast by the authorized Owner. If more than one vote is cast on behalf of a single Unit, then all such votes shall be disregarded.

2. Voting Period

A Member may cast his or her ballot by mail addressed to the Inspector(s) of Election provided the Inspector(s) receive the ballot before the end of the voting period. Mail-in ballots received after the end of the voting period will be disregarded. The voting period for the election of Directors shall be announced in the instruction sheet sent to all Members before the election date.

3. Cumulative Voting

The Association's governing documents authorize cumulative voting. In any election of the Board of Directors of the Association in which two (2) or more positions on the Board are to be filled, every Member entitled to vote at such election, including declarant, shall have the right to cumulate his or her votes and give one (1) candidate or divide among any number of candidates, a number of votes equal to the number of directors to be elected multiplied by the number of votes which such Member is otherwise entitled to cast pursuant to the Declaration and the Bylaws. The candidate(s) receiving the highest number of votes, up to the number of directors to be elected, shall be deemed elected.

B. Proxies

The Association may use and accept proxies as permitted by law and the Association's governing documents, provided that the Association shall not be required to prepare or distribute proxies. Proxies shall not be construed or used in lieu of a ballot at a meeting. A Member may vote in person or by proxy. A Member may vote by written ballot or give a proxy to someone else to vote on his or her behalf. The Member who gives the proxy is called a "proxy giver"; the person to whom a proxy is given is called a "proxy holder". A Member may designate any other person, including an Owner of the Board, to be the proxy holder, and the proxy holder may exercise any power the proxy giver might have exercised had he or she voted in person. The proxy giver may also restrict the proxy holder to vote in accordance with his or her instructions. Any instructions given with a proxy that restricts the name in which the proxy holder is to cast a vote shall be set forth on a separate page and attached to the proxy.

All original proxies and a copy of any limiting instructions must be properly completed and submitted to the Inspector(s) of Election before the close of the voting period. Failure to file a proxy with the Inspector(s) of Election before the close of the voting period will invalidate the vote by proxy.

1. Vote by Proxy

The proxy holder shall cast the Member's vote by secret ballot unless the proxy is revoked by the Member prior to the receipt of the ballot by an Inspector of Election as described in Section 7613 of the Corporations Code.

C. Ballots

1. Secret Ballot

All items legally requiring a vote of the Membership shall be held by secret ballot, including, but not limited to Assessments, selection and removal of Members of the Association's Board of Directors, amendments to the governing documents, or the grant of exclusive use of Common Area Property.

2. Ballot Delivery

Not less than thirty (30) days prior to the deadline for voting, a ballot, and two (2) pre-addressed envelopes with instructions on how to return ballots shall be mailed by first-class mail or delivered by the Association to every Member. In order to preserve confidentiality, a voter may not be identified by name, address, or lot, parcel of Unit number on the ballot.

a. Secret Ballot Envelope

The ballot itself is NOT signed. After the ballot is filled out it must be inserted into a small inner envelope referred to as the "Secret Ballot Envelope" which is then sealed. The sealed "Secret Ballot Envelope" must be inserted into a larger second envelope, which is also sealed.

b. Address Envelope

The sealed "Secret Ballot Envelope", holding the ballot, is inserted into a larger envelope, addressed to the Inspector(s) of Election, called the Address Envelope. The voter then seals the Address Envelope and, in the upper left hand corner of the Address Envelope, the Owner verifies that the name, address and Parcel or Unit number are correct by signing and dating the envelope where indicated that entitles him or her to vote. The Address Envelope may be mailed or hand delivered to the Inspector(s) of Election at the address designated in the instruction sheet. The Address Envelope must be received by the Inspector(s) of Elections before the close of the voting period or it will be disregarded. The Address Envelope must be signed in order to be accepted by the Inspector(s) of Election. A voter may request a receipt upon delivery of a ballot.

3. Non Revocable

Once a secret ballot is received by the Inspector(s) of Election, it shall be irrevocable.

4. Quorum by Ballot

Each ballot received by the Inspector(s) of Election shall be treated as a Member present at a meeting for purposes of establishing a quorum.

5. Ballot Markings

- a. Symbols** – If any of the following appear on a ballot: an "x", a checkmark, or any symbolic designation indicating the voter's intent to vote for any

particular candidate, issue or ballot measure it shall be counted and tabulated as if it was the number one "1".

- b. **Signatures** – A ballot shall *not* be invalidated solely due to the inclusion of a signature thereon.

6. Counting and Tabulation of Ballots

The Inspector(s) of Election will count and tabulate all votes in public at a properly noticed open meeting of the Members or Board of Directors. Any candidate or other Member of the Association may witness the counting and tabulation of the votes. No person, including a Member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated.

7. Results of Election

The Inspector(s) of Election will promptly report the results of the election to the Board of Directors. The results of the election will be recorded in the minutes of the meeting and the results will be made available for review by any Member of the Association at any time after the results are received from the Inspector(s) of Election. The Board will publicize the results of the election in a communication directed to all Members within fifteen (15) days of the election.

8. Ballot Custody

The sealed ballots, proxies and Address Envelopes shall at all times remain in the custody of the Inspector(s) of Election or at a location designated by the Inspector(s) of Election until after the tabulation of the vote, and until time allowed by Section 7527 of the Corporations Code for challenging the election has expired, at which time custody shall be transferred to the Association. No person, including a Member of the Association or an employee of the management company, shall open or otherwise review any ballot prior to the time and place at which the ballots are counted and tabulated. The Inspector(s) of Election, or his or her designee may verify the Member's information and signature on the outer envelope prior to the meeting at which ballots are tabulated. After the transfer of the ballots, proxies and Address Envelopes to the Association, they will be stored by the Association in a secure place for no less than one (1) year from the date of the election. In the event of a recount or other challenge to the election process, the Association will, upon written request, make the ballots, proxies and Address Envelopes available for inspection and review by Members and their authorized representatives. Any recount or other challenge to the election process will be conducted in a manner that will preserve the confidentiality of the vote.

VI. GENERAL INFORMATION

A. Applicability to Other Elections

All of these rules apply to a recall election. Rules regarding Ballots and Proxies, above, apply to all elections regarding regular and special assessments, amendments to the governing documents, or a grant of exclusive use of Common Area Property pursuant to Civil Code 1363.03.

B. Modification of Rules

These rules shall be construed to conform with any legislative changes in Civil Code 1363.03 without further adoption procedures. Any other changes in these rules shall be done only after thirty (30) days written notice to all Members and in accordance with the adoption procedures set forth in Civil Code 1357.130.

Notices
McAllister Mews Homeowners Association

Order: N8743H87L
Address: 1235 McAllister St Apt 224
Order Date: 03-18-2024
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Minutes of Regular Board Meetings (Required Civil Code Sec. 4525)
McAllister Mews Homeowners Association

Order: N8743H87L
Address: 1235 McAllister St Apt 224
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**MCALLISTER MEWS HOMEOWNERS ASSOCIATION
ANNUAL MEETING OF THE MEMBERSHIP
June 21, 2023
Annual Session Minutes**

Board Members Present: Geraldine Chu (Pres.), Edward Zilch (Treas.) & Michael Eaton (Dir.)
Board Members Absent: Chris Babiak (V.P.) & Linda Vilorio (Sec.)
Management Present: Chris Candy – The Bridgeport Company (TBC)

1. CALL TO ORDER:

The Annual Meeting of the Membership was called to order at 6:11 PM. **(G. Chu)**

2. MINUTES:

The 3/29/2023 Meeting Minutes were approved by the Board. **(M. Eaton / E. Zilch / Unan.)**

3. FINANCIALS:

The current Financial Statement was approved by the Board. **(M. Eaton / E. Zilch / Unan.)**

4. ELECTION OF OFFICERS :

There being no more nominees for Board positions than there were open positions on the Board of Directors, the following individuals were elected by acclamation to the McAllister Mews Homeowners Association Board of Directors **(M. Eaton / G. Chu / Unan.)**:

Edward Zilch
Johnathan Ji

5. APPOINTMENT OF OFFICERS :

The Board of Directors voted unanimously that the following Board Members will hold the following McAllister Mews Homeowners Association officer positions for the upcoming year **(M. Eaton / G. Chu / Unan.)**:

Geraldine Chu (President)
Michael Eaton (Secretary)
Edward Zilch (Treasurer)
Johnathan Ji (Director)

6. OLD BUSINESS:

The Board discussed the installation of a new lighting controller. While there has been some fine tuning required in order to dial in the timing on the new controller, as well as an issue with the neighboring building accidentally erasing the schedule, the timer is now functioning property. As this is an astronomical timer, it will no longer require constant manual adjustments by volunteers to change for the seasons and lengthening/shortening daylight hours.

The Board discussed the installation of a new Knoxbox at the front entry of the building. C. Candy has the item on order and will have it installed when it arrives. This will also require a meeting to be set up with the fire department in order to get the keys put into the box and have them use their master key to lock the box.

7. NEW BUSINESS:

A recent building inspections of all HVAC units on the roofs as McAllister Mews revealed a number of motors burnt out and requiring replacement. The Board approved a \$9500 quote by

McAllister mews Homeowners Association

Regular Meeting Minutes

November 7, 2023

Page 2

Matrix Mechanical to replace the motors that are burnt out and get the system functioning again. (G. Chu / E. Zilch / Unan.)

The Board accepted the resignation of both Linda Vilorio and Chris Babiak from the Board of directors due to time constraints they are both having. The Board thanked them for their service over the years and wish them all the best in their future endeavors.

The Board discussed the proposed 2023-2024 budget. They had a couple of questions that management will get them answers on. The Board approved the budget pending final review on the topics they had questions on. (M. Eaton / E. Zilch / Unan.)

8. OPEN FORUM:

One of the owners present mentioned a package theft that appears to have occurred in the neighboring Alamo Square community. So far there have been no reports from McAllister Mews of any losses, despite the fact that the Alamo Square management is saying they can see people coming through the center doorway between the 2 properties. For now, the Board will not make any changes but if it continues, the center doorway between buildings may need to have the alarm rearmed to go off whenever people try to pass through. While the Alamo Square management did ask for McAllister Mews to install additional fencing around the perimeter of the property, this will be too cost prohibitive to consider at this time.


One of the owners present asked if units could be left vacant by owners who do not want to live in them or rent them. C. Candy responded that there are no requirements for owners to have residents in their units, so yes, they can be left vacant if the owners so desire. They do however need to ensure that they are being checked inside regular for any issues that may be occurring.

One of the owners present asked about some paint that appears to be bubbling on the upper catwalk railing. C. Candy responded that this was recently brought to the attention of the painters who did confirm they would take care of this under warranty. They are currently waiting for a final decision on whether the Association would like to re-coat the upper deck and they will be scheduling this at the same time as that, as well as some additional leveling that needs to be performed.

One of the owners present asked about a water loss that had happened in the past where a claim was made to the HOA insurance and repairs were performed, but there was an outstanding deductible that had been paid by the Association requiring reimbursement. C. Candy responded that the owner of the unit where work was performed will need to pay the deductible. He has been in communications with the unit in question and will follow up with arranging a re-payment plan.

9. ADJOURNMENT:

There being no additional business, the meeting was adjourned at 7:31 PM. (M. Eaton / E. Zilch / Unan.)

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2/6/2024

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Secretary

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MCALLISTER MEWS HOMEOWNERS ASSOCIATION
BOARD OF DIRECTORS MEETING
March 29, 2023
Special Session Minutes

Board Members Present: Geraldine Chu (Pres.), Edward Zilch (Treas.) & Michael Eaton (Dir.)

Board Members Absent: Chris Babiak (V.P.) & Linda Vioria (Sec.)

Management Present: Chris Candy – The Bridgeport Company (TBC)

1. CALL TO ORDER:

The Regular Board Meeting was called to order at 6:01 PM. **(G. Chu)**

2. MINUTES:

The 6/14/2022 & 1/25/2022 Meeting Minutes were approved by the Board. **(M. Eaton / E. Zilch / Unan.)**

3. FINANCIALS:

M. Eaton reported that an issue with garbage invoices resulting in 7 months delinquency has been resolved using an emergency 25k reserve transfer to pay them to current. A water damage claim is still in process and when the owner is back-charged for the final amount, it will help pay this emergency transfer back. Other bills from another water claim have already been back-charged to the responsible owner and recouped. The Board is currently discussing the possibility of increasing dues for the upcoming fiscal year in order to pay ongoing increases in operating costs, mainly due to utilities and a new contract with Battalion One for mandatory fire inspections, as well as to begin rebuilding the reserve account balance. This will be decided as the Board considers the budget for the next fiscal year and will be voted on at a future Board Meeting. The Board will also be looking to get a legal opinion on what it would take to change the HOA fiscal year to a calendar year, in order to simplify operations and financial reporting. The current Financial Statement was approved by the Board. **(M. Eaton / E. Zilch / Unan.)**

4. OPEN FORUM:

One of the owner present had a question about how water shutdowns are handled. C. Candy responded that owners shutting down stacks of neighboring units in order to replace their angle-stops inside their unit would give notice on their own, by putting flyers on the doors of all affected neighboring units. Any water shutdown of the entire property would be handled by management and notice would be both emailed out as well as mailed out to those who do not have email.

One of the owners present asked why an individual owner can use the HOA insurance to cover losses in their own personal units. C. Candy gave a detailed explanation and Q&A regarding the way that HOA Insurance works. He reminded everyone that HOA insurance is not just for common area. The HOA insurance policy also covers some interior components that individual owners are generally responsible to maintain on their own. When individual owners pay their dues, a portion of the dues they are paying goes directly towards the HOA insurance policy, making it each individual owners insurance that they are directly paying for each month. Whenever there is a loss and damages are incurred, adjustors will refer to the CC&R's of the HOA. If the CC&R's say that something reported as damaged is to be covered by the HOA insurance, the insurance carrier will honor that coverage and pay for the loss. However, the owner will still be responsible for paying the deductible if the loss came from within their unit.

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McAllister Mews Homeowners Association
Special Meeting Minutes
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5. OLD BUSINESS:

The Board reported that they are still speaking with Urban Brothers to finalize some punch list items from the painting and deck work.

The Board discussed reports that a number of fans on the rooftop that service the dryer duct stacks directly below them do not seem to be working. C. Candy will get the vendor who has serviced them in the past to do a service call to check all rooftop vents and get any fixed that are not working. The Board also requested that management have that vendor perform regular service checks at least once per year of the rooftop fans moving forward.

The Board approved to have Battalion One to be contracted to provide ongoing life safety inspections and service on the fire alarm and fire sprinkler system for the building (M. Eaton / G. Chu / Unan.). This is the company that is also doing the neighboring Alamo Square HOA building and can certify both buildings at once, since they are linked together and share the same fire panel. The Board also asked management to have a new lockbox installed for the fire department to get into the electrical/telecom room at the property in emergencies.

Management reported to the Board that per previous discussions, a new light timer has been ordered and is scheduled for installation. This will convert the existing mechanical timer, which requires constant adjustment by volunteers, to a digital astro-timer that will make adjustments for daily daylight changes on its own.

6. NEW BUSINESS:

The Board reported that they were dissatisfied with the performance of the custodial company. They felt that they were not showing up as often to clean as they had in the past, and that they were not as thorough as they had been either. They reported them not cleaning under stairwells and not cleaning the upper floors. They should be there on Tuesdays and Fridays but are not always seen. C. Candy asked that the Board put together a list of the issues they are observing and that a meeting be arranged with the custodial supervisor to discuss the issues and give them a chance to correct the problems. The Board agreed and members also volunteered to be present at the meeting if possible.

The Board discussed and agreed that they would like to get on a regular meeting schedule. C. Candy will look at some possible calendar options and see what works for the Board, once the Association is on track with other items being transferred from the previous management company that have been a focus of the management transfer.

7. ADJOURNMENT:

There being no additional business, the meeting was adjourned at 8:14 PM. (M. Eaton / E. Zilch / Unan.)

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SIGNATURE

6/26/2023
DATE

President
BOARD POSITION