

# **SEA VIEW VILLAS CONDOMINIUM ASSOCIATION**

## **RULES AND REGULATIONS**

**August 10, 2008**

**Prior revisions: 7/20/94, 9/1/94, 9/1/96, 8/4/2004, 9/1/2004**

**Note:** The rules and regulations do not supersede or change the existing By-Laws or CC&Rs in any manner. The Board of Directors is permitted by the CC&Rs to enforce the Rules and Regulations, By-Laws and CC&Rs as prescribed.

**These Rules and Regulations are designed to assure that living at Sea View Villas will continue to be a harmonious experience and that the property is maintained in order to support and potentially increase the values for all owners' units.**

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## I. INTRODUCTION

One of the major objectives for the Sea View Villas ("SVV") Condominium Association ("Association") is to create a beautiful residential community without imposing restrictive policies on its residents. However, basic rules are necessary to clearly define what is expected of each owner with reference to the common areas within SVV. Therefore, the following Rules and Regulations reflect the conditions set forth in the Declaration of Restrictions which was recorded September 3, 1980 as document No. 80849590, as amended and supplemented by the First Amendment to Declaration of Restrictions which was recorded November 25, 1980 as document No. 801192114 ("CC&Rs") as well as a common sense approach to living in a condominium complex. You should also carefully read the CC&Rs.

As condominium residents, we at SVV enjoy the many advantages of community living in a quality development. By sharing expenses, we are able to have recreational facilities, landscaping, and exterior maintenance at less cost than we would in a single family home. Residents are freed from many of the usual responsibilities of home ownership.

In exchange for these benefits, we must adjust our activities in consideration for our neighbors. What may be perfectly acceptable in an individual home may well create serious problems in a large complex like SVV. Living in a "close" environment requires greater awareness of responsibility to our neighbors.

In accordance with the CC&Rs, these Rules and Regulations have been adopted by the Board of Directors and all homeowners are required to comply with them. **Homeowners are responsible for furnishing their tenants with copies of the CC&Rs and these Rules and Regulations and ensuring that tenants and their guests are familiar with and obey these policies.**

Although lengthy, the rules simply spell out what experience indicates is necessary for this complex to function for the good of all residents. **These rules supersede all previously adopted rules.**

Please take the time to read these rules completely. As applicable, explain the rules to your children. We recommend you keep the rules handy for rereading and reference.

The expense for maintenance of the common areas depends in large measure on the care and treatment with which each resident and his/her guests use them. Owners and tenants should follow through with all major complaints by submitting *an Incident Report via the Seaviewvillas.org website*. **911 should be called for all police and fire related emergency situations.**

The Board may change, delete, or add to any or all of the Rules and Regulations herein state at any time with due notice to all homeowners. A majority approval of the homeowners is required for these changes.

These Rules and Regulations are authorized by and derived from the CC&Rs. These Rules and Regulations are not intended to replace the CC&Rs, but to supplement. In addition, each homeowner is responsible for compliance by members of his/her household, guests, employees and tenants. *Homeowners who lease a unit must include in the lease agreement a statement that tenants will observe the Rules and Regulations. Furthermore, each homeowner is responsible for assisting in ensuring compliance with the Rules and Regulation by all of the homeowner's guests and tenants.*

## **II. GENERAL RULES**

### **A. PRIVACY**

As Condominium residents, we enjoy the community atmosphere and close relationships with friends and neighbors, but also want our privacy and should respect the privacy of others. Because we live with common walls, one of the serious infringements on privacy is noise. It is important for each of us to consider the noise factors under which our neighbors must live and to do what we can to be considerate.

Consideration of the interests of all residents with respect to unduly loud and/or disturbing noise, whether caused by children, adults, or pets must be observed. This includes, but is not limited to: noisy play, loud music, TVs, radios, stereos, late parties, barking dogs, excessive noise from cars, other vehicles, and power tools. The noise curfew time is 10:00 p.m. However, excessively loud noise will not be tolerated at any time and is unlawful (Hermosa Beach Municipal Code). Consideration of your neighbors will enhance the enjoyment of all.

1. Residents, their children and guests must control noise in the units and in common areas, including balconies and walkways, so as not to disturb other residents. The SVV complex is particularly sensitive to this issue, because the nature of the design and normal ocean breezes transmits even minor noises to the other units.
2. All noise levels should be reduced after 10:00 p.m.
3. Organs, pianos, stereos and other vibrating sound equipment should be located away from common walls. Any transmission of noise or sounds that can be heard outside of or through the walls of your unit during normal use and occupancy is considered unreasonable and excessive noise.
4. No radio, TV, CD, DVD, or audio equipment may be used at poolside or on the common areas, including patios and decks, unless earphones are utilized.

## B. COMMON AREA DAMAGE

The cost to repair any damage to the common areas caused by an owner, or the owner's family, guest, tenant or invitees (both minor and adult); will be charged to the owner. Such charges must be paid within 30 days or interest (at the lesser of 15% per year or the highest rate permitted by law) will begin accruing as an adjunct to the repair cost. Penalties may be levied for nonpayment, as determined reasonable and appropriate by the Board.

## C. OTHER ITEMS

1. No skateboarding, roller-skating, bicycle riding or other similar activities are permitted in the garage or other common areas.
2. No individual garbage containers may be located outside of one's unit. All trash must be placed inside the garbage dumpster or recycle containers. Absolutely NO dumping of oil, grease, paint, brake fluids or other toxic/hazardous materials is permitted.
3. Littering, including dropping debris on the way to the trash receptacle and not picking it up, is not permitted and is a rule infraction and can be subject to a fine. **Cigarettes are considered litter.**
4. Windows are not allowed to be covered (inside or outside) with aluminum foil, newspapers sheets, or blankets. Only window coverings designed specifically as window coverings may be used.
5. Obstruction of walkways, parking areas and entrances is prohibited, other than temporarily necessary for: moving, commercial deliveries, or professional maintenance. When such obstruction does occur all accommodations shall be taken to minimize the impact on the residents.
6. Water hoses from homeowners' faucets shall not be placed in common areas outside units (other than on private decks) or across walkways.
7. No homeowner or resident shall disrupt utilities or any other services to the complex that affect other units or the common area without the authorization of the Board except as necessary in an emergency. Please contact any member on the board for permissions and notification if planned disruption to services is required.

### III. SECURITY

One of the main reasons we purchased a unit in a condominium is security. Gate cards (or common area keys) may not be given to any delivery people.

Unnecessary use of the automatic gate creates extra maintenance expense due to unnecessary wear on the gate opener.

- A. At no time may a pedestrian gate or parking garage gate be propped open or otherwise rendered inoperative.
- B. Residents and guests shall not climb fences or gates to enter or exit the property, including the pool area.
- C. Suspicious persons or activities should be immediately reported to the Hermosa Beach Police Department. In the event of an emergency situation, call 911.

### IV. POOL AREA AND RECREATION ROOM

The pool area and recreation room are particularly sensitive from a noise level and the rules must be strictly adhered to.

Pool area parameters:

- A. Hours: **POOL**: 8:00 a.m. to 10:00 p.m.
- B. **SPA**: 8:00 a.m. to 10:00 p.m.
- C. **NO GLASS!!** It becomes invisible underwater and dangerous on walkways.
- D. No foreign substances such as bubble bath or detergent can be placed in the pool or SPA.
- E. The pool area is for the exclusive use of the residents and their invited guests only. Guests must be accompanied by their Resident Owner or Tenant. Residents are responsible for the conduct of their guests at all times.
- F. Children 14 years old and under must be accompanied and supervised by an adult resident.
- G. The pool area, deck areas and recreation room may be reserved for functions of 7 or more with Board approval. All requests must be submitted to the Board, in writing, two weeks in advance of the function. Requests must provide the following:
  - i. Number of guests

- ii. Facilities to be used, music, entertainment planned, etc.
  - iii. Type of function
  - iv. Date of party and beginning and ending times
- H. A \$250 cleanup deposit is required. If any member of the Board is notified of any Rule & Regulation or CC&R violation, the Board member may implement corrective action(s) and/or terminate the function immediately. Noncompliance may result in a fine(s) comprising partial or total loss of the deposit and/or additional funds.
- I. A notice must be posted in the bulletin board so other residents can be aware of the reserved function.
- J. Adjustments to valves and controls, pool and Jacuzzi thermostats, tampering with the gate and interrupting the electrical or other utility service within the common area is prohibited unless authorized by the Board (or there is an emergency). Please contact any member on the board for permissions and notification if planned disruption to services is required.
- K. It is the responsibility of the users of the pool, spa and recreation room to keep these areas clean. Anyone who vandalizes or otherwise “messes up” these areas will be reported to the sponsoring resident responsible and will be required to appear before the Board to show why a fine and/or cost of damages and/or restrictions should not be imposed.
- L. The life ring and pole are for emergency and pool cleaning use only.
- M. Swimming attire (swimsuit) is required for the use of the pool and spa. No nudity will be allowed.
- N. Loud noise, roughhousing, horseplay, running, disorderly behavior, and/or the appearance of intoxication are prohibited.
- O. Furniture in the pool area and recreation room must not be abused or removed. Any damage will be repaired at the expense of the homeowner or resident. Damages incurred by guests will be repaired at the expense of the hosting homeowner or resident. Residents may not keep any other “outside” pool furniture at pool area.
- P. Air mattresses, rafts, balls, etc., may be used in the pool but must be removed when not in use.
- Q. No diving or jumping is permitted around the pool or spa. No surfboard or other large objects of this nature are permitted in the pool. Swim fins capable of marking up pool curbs are not permitted. No wheeled objects are allowed in the pool area.

- R. Reasonable caution must be exercised when using the pool and spa. Hot water immersion while under the influence of alcohol, narcotics, drugs or medicine may lead to serious consequences and is not recommended. Also, long exposure may result in nausea, dizziness or fainting. Do not use alone.
- S. No glassware is allowed in the pool or spa areas. Food and beverages in unbreakable containers only are allowed in these areas provided that they are disposed of properly.
- T. Lock the recreation room and turn off lights when you leave the pool area.
- U. Report inoperative or missing equipment: Submit an INCIDENT REPORT via the Seaviewvillas.org website.
- V. The spa will be operated throughout the entire year.
- W. The pool will be heated from May 1 through November 1.

## V. PETS

Two domesticated dogs, cats, or other commonly accepted household pet, caged birds, and fish in a household aquarium may be kept and maintained in a unit, provided such pets are kept for noncommercial purposes, and further, provided such pets shall not in the opinion of the Board create an unreasonable annoyance or nuisance to the owners. Such pets shall not be permitted in the common area except in accordance with the Association Rules. No other animals shall be kept maintained or permitted on or in the complex without the written consent of the Board.

- A. Except on patios and deck, residents shall accompany their dog whenever outside. Residents shall keep their dogs under control at all times. "Under control" for dogs means on a leash at all times.
- B. No pets are permitted in the pool area at any time.
- C. When homeowners are away from their unit, animals must be kept indoors and not on patios and balconies.
- D. Pet paraphernalia and pet food must be kept inside the unit and not on patios or balconies.
- E. Pet owners must restrain pets from defecating in the common areas i.e., driveway, garage, walkways, and pool area, **or on private balconies. Do not rinse pet defecation into the gutters. Pet owners are responsible for immediate clean up.** Cleanup costs and fines may be charged to offenders.
- F. The maximum weight for any animal is 30 lbs.



- G. Pet owners are responsible for any damage or injury caused by their pet(s).
- H. You are further required to indemnify the Association, its Board, officers, employees, manager and/or staff, and to hold it and/or each of them harmless from and against any and all loss, cost, liability or expense of any kind caused by pets. If any pet becomes a general nuisance, restrictive action will be taken and appropriate fines levied.
- I. Breeding of pets is not permitted within the complex.

## VI. GUEST PARKING, VEHICLES & GARAGE

### A. GUEST PARKING

1. Guest parking is intended for guests and commercial use only and is limited to forty-eight (48) hours at any one time only when the guest is present within the complex, without prior approval by the Board. Please contact any member on the board for permissions and notification if planned additional time is required for specific purposes.
2. Those guests and visitors needing more than one night (or more parking time than our rules allow) must avail themselves of street parking or seek an extended parking permit from the Board. The Board may, at its discretion, monitor any or all guest spaces and it may elect to have any parked improperly and/or unauthorized vehicle towed after a notice is posted on the vehicle for a period of 12 hours.
3. To ensure maximum utilization of the available parking spaces, vehicles must be parked between the lines and fully into the parking space. Cars parking in the west drive parking area should park as close to the curb as possible to facilitate units 1 through 8 getting in and out of their respective garages. **NO PARKING AT ANYTIME IS PERMITTED IN THE DRIVEWAYS AND FIRE LANES.** The fire lanes include the area in front of the garage doors. **Except for Units 1 & 2, the fire lanes include the area in front of the garage doors. The area immediately in front of the garages for units 1 and 2 are not part of the fire lane, and therefore, parking is permitted.**
4. The two upper level parking spaces (outside the garage gate), the three middle level spaces (adjacent to unit #1), are for guests and work crews only. **Residents may park in the two spaces by the pool gate and the spaces in front of units 1-8 between 9:00pm and 9:00am. They must not park in these spaces between 9:00am and 9:00pm.** It is understood that residents and tenants may need to occasionally use these

spaces for loading and unloading (or other limited activities). The intent of this rule is to free up these spaces during the daytime and early evening for short term guest and visitor parking, and provide for delivery and workers. Also guests should park as close to the curb as possible to maximize the area in front to the garage doors for egress of units 1 thru 8.

5. No parking outside designated parking areas.
6. Parking violators will be subject to having their vehicles towed at the vehicle owner's expense.

## **B. VEHICLES**

1. Large trucks, campers, recreational vehicles, boats or similar equipment are not allowed within the complex, except to make deliveries and provide service, without prior approval of the Board of Directors.
2. Inoperative and unsightly vehicles may not be parked or otherwise maintained within the complex.
3. Vehicle owners are responsible for the cleaning up of oil and other fluids spills from their vehicles.
4. The speed limit within the complex is five (5) miles per hour.

## **C. GARAGE**

1. To maintain a secure garage area, the key card to open the general garage sliding door is restricted to resident and regular maintenance personnel only.
2. Owners and tenants must only park in their assigned parking spot in the common garage.
3. The garage doors for units 1-8 should be closed when the owners or tenants are not present (for security reasons).
4. Recreational activities and playing are not permitted in the garage area at any time.

# **VII. THE COMPLEX BUILDINGS**

## **A. CHANGES TO UNITS**

1. Aesthetic and/or structural additions, changes, remodeling, and/or alterations of any kind to the interior/exterior of any part of any building are permitted only with prior written Board approval (the Board also acts as an Architectural Review Board). This restriction includes, without limitation, areas defined as any building, residential unit, garage, balcony, deck, structure, common area facility, wall, balcony or deck covers, planter, or planter boxes, antennas, screen doors, light or security lighting, house or unit numbers, name plates, satellite dishes (see Exhibit "B"), air conditioners, heaters, landscaping (temporary or permanent), window coverings, awnings, and sunshades.
2. Homeowners electing to upgrade or remodel their unit in any way must complete the Remodel Request form and present their plans to the Board for review at any regularly scheduled Board Meeting. Form may be downloaded the [seaviewvillas.org](http://seaviewvillas.org) website.
3. Violation of these restrictions by starting and/or completing work involving any of the above shall result in a fine as levied by the Board and possible work stoppage. The Board may also require that installations started or work begun, be reversed, all installed items or alterations be removed and the building or structure (as defined above) be restored to the original condition (before the installation alterations began). If the violating resident does not comply, the Board may take legal action to enter or occupy the premises on which the violation occurred and take any corrective action necessary to restore the building or structure. In the event any corrective action must be taken by either the resident or the Board, the resident must pay all corrective costs and any other costs, including legal costs, incurred by the Board or Association in resolving the issue surrounding the alterations(s).
4. Owner-elected remodels or upgrades for any portion of their "exclusive-use common area(s)" must be supervised by the current board-approved project management firm. Water-Proofing Forensics has been approved as the project management firm to oversee work on walls, windows, doors, railing, decks and any other water intrusion issues. Owners will enter into a separate contract for these services. Cost and/or fees for these consulting services are the responsibility of the Homeowner initiating the remodel/upgrades.
5. Jacuzzi installations on private decks must be approved by the Board.
6. The soft sided Jacuzzi designs are the least destructive to the deck surfaces, so this type will only be considered for approval. The noise from these Jacuzzis must not violate any of the noise rules and use must be

limited to the pool Jacuzzi hours, unless they can be used without disturbing other owners or tenants.

## **B. GENERAL GUIDELINES**

1. Railings on balconies (and walkways) must be kept clear of any objects, with the exception of lights for various holidays. These must be removed within 30 days after such holidays. Towels, rugs, and any other items must not be hung up on balconies.
2. All exterior lighting must be uniform in color and wattage, and shall not be directed in a manner as to create an annoyance to other residents. Any cost for corrective action or work must be paid by the resident who caused such a corrective action to be taken. Nonpayment will result in a lien on the resident's property and a fine levied.
3. Wood burning in fireplaces is strictly prohibited unless you have a Board approved wood burning chimney. Otherwise only natural gas logs are permitted in fireplaces.
4. Residents must not, under any circumstances, walk on roof areas. Walking on the roof surface is unsafe and may cause personal injury, as well as necessitate costly repairs. Workmen hired by owners or tenants must get prior approval of the Board prior to walking on the roofs. Homeowners will be responsible for any injury or damage resulting from any resident of their unit, guest of residents of their unit, or workmen hired by the owner from walking on the roof surfaces.
5. Littering is strictly prohibited.

## **VIII. TRASH**

- A. Be sure all smoking materials, barbeque and fireplace ashes are cold before throwing such objects in the trash bins.
- B. Boxes are to be flattened prior to being disposed of in the dumpsters. No trash shall be left outside the dumpsters.
- C. To prevent odor and for sanitary purposes, please put all trash in secured trash bags.
- D. People who drop trash on the way to the disposal or elsewhere are responsible for immediate clean up.

- E. The hours need to be limited from 8:00 a.m. to 10:00 p.m. because the owners and tenants in the units above the trash area are disturbed by the dumping of the trash in the dumpsters and recycle bins.
- F. Trash must be placed INTO the trash bins. Do not throw trash and allow to fall outside the bins
- G. Trash must not be left in any common area, or on along Gould.
- H. CHRISTMAS TREES: May be left on the curb along Gould Ave during the normally scheduled pick-up days: Monday/Wednesday/Friday/Saturday

## **IX. RECYCLING**

The United States of America has approximately 6% of the world's population, but we generate more than 50% of the world's garbage. We are required by law and conscience to separate our recyclable garbage into the two provided containers.

- A. Paper in the paper container.
- B. Glass, plastic and metal in the glass, plastic and metal container.
- C. All glass, plastic, and metal must be rinsed with water. All paper boxes must be flattened so they do not take up too much room in the recycling container.

## **X. LEASING**

- A. Any unit lease shall include an endorsement in such form to insure each owner's and tenant's compliance with the Rules and Regulations as well as the CC&Rs. Said endorsement may, but without limitation, require:
  - 1. The owner's guarantee of the tenant's compliance with the Rules of the Association. Form may be downloaded from the [seaviewvillas.org](http://seaviewvillas.org) website.
  - 2. Owners should invite the new tenants to attend a monthly Board meeting after the lease has been signed to address any questions they may have.
  - 3. The owner acknowledges he/she shall be primarily liable to the Association for any and all damages to the leased unit or common area by the tenant or tenant's family and guests.
- B. Any homeowner who leases the unit shall remain responsible for:

1. The appearance of the unit.
  2. The tenant, tenant's family and guests' compliance with the Rules of the Association. The owner will be charged for any violation committed by the tenants and it is the owner's responsibility to pay those charges immediately.
- C. Owners who lease their unit surrender their homeowner's privileges (including the use of the pool and spa) to the lessee of their unit. The owner retains the right to vote on Association matters.

## **XI. PROPERTY SALES AND RENTAL OPEN HOUSES**

The sale of a unit shall be conducted only in accordance with the following rules: Selling owners are responsible for insuring compliance by their broker, agent and/or prospective purchasers.

### **A. Open House**

1. Broker open houses and open houses for sale by owner are permitted provided they comply with the rules set forth herein.
2. Lead-in signs, flags, or other markers within the complex are prohibited by brokers (and owners selling without a broker).

### **B. Signs**

1. One permitted broker sign not to exceed 12" x 24" may be placed on the premises for such signs designated by the Board on the existing posts located at the upper level entry gate.
2. One broker or owner "OPEN HOUSE" sign, with or without one flag, may be placed in the front parkway and must be removed by 5:00 p.m. the same day. No flags or open house signs are permitted in the common areas leading to, or on, the property for sale.
3. Any real estate sign at the entrance and/or the "FOR SALE" sign within the unit for sale must be removed from the property when it is no longer for sale, or has been placed in escrow.

## **XII. ENFORCEMENT OF ASSOCIATION RULES**

- A. Rules and Regulations, By-Laws and CC&Rs will be enforced by the Board of Directors according to terms and conditions contained therein. Accused violators will be notified in writing of their offense(s) and will be given an opportunity to appeal conviction of their violation(s) in front of the Board at a regularly scheduled Board meeting. Forfeiture of defense will be evidenced by the accused violator not appealing to the Board upon written notice. In the event of such nonappearance, all accused violations automatically become convictions which will be fined per the fine schedule, penalized, or otherwise resolved as dictated in the notice of violation and/or as deemed reasonable and appropriated by the Board.
- B. Any unpaid fines may be declared a special assessment and included in the monthly billing to the Homeowner.
- C. Complaints should be submitted via an INCIDENT REPORT on the Seaviewvillas.org website, unless it is an emergency. The intent is to have one point of contact with City, etc. The Fine Schedule classes will be applied as follows:

## **XIII. FINE SCHEDULE:**

### **Offense**

First	\$250.00
Second	\$500.00
Third	\$1,000.00

After the third offense the board will decide on corrective action beyond this schedule

**Exhibit “B”**  
**Sea View Villas Homeowner’s Association**  
**Satellite Dish Installation Policy**

In Accordance with the newly enacted Civil Code Section 1376, Sea View Villas Homeowner’s Association will allow homeowners to install satellite dishes for television reception. Such installations shall be subject to the following requirements and restrictions:

1. Individual unit satellite dishes cannot exceed 36” in diameter
2. Prior to the start of installation of a satellite dish, the unit owner must present to the Sea View Villas Homeowner’s Association Board of Directors:
  - a. A full manufacturer’s description of a satellite dish, including, but not limited to, its size and any interference it may cause to the operation of any other electronic device.
  - b. Written specifications from the installer or provider of the equipment with regard to the proper and most efficient place and manor of installation.
  - c. Written proof of installers insurance and licenses (if installed by a 3<sup>rd</sup> . party)
3. The purchase, installation, and maintenance of the satellite dish shall be the sole responsibility of the unit owner.
4. The unit owner will be responsible for all costs resulting from, but not limited to:
  - a. Repair and maintenance of the common area where a satellite dish is installed, where such installation (or removal) has caused any damage whatsoever.
  - b. Removal of the satellite dish which is found to have been installed without approval.
  - c. Damage to any other unit caused by the installation of a satellite dish.
5. A unit owner agrees to remove at their expense any satellite dish which causes damage to the building where it is installed, or is found to cause any interference with other television or radio reception, or the operation of any electronic device.
6. All Satellite dishes shall be installed as not to stand above the roof line of the building.
7. After the installation the owner agrees to pay for a roof inspection by a Board Approved Vendor and the owner agrees to pay for any changes necessary to complete the installation and/or any damage to the roof during installation.
8. Wiring installation may not be visible by any other unit on the exterior of the buildings.
9. Violation of these restrictions by starting and/or completing work involving any of the above shall result in a fine as levied by the Board and possible work stoppage. The Board may also require that installations started or work begun, be reversed, all installed items or alterations be removed and the building or structure (as defined above) be restored to the original condition ( before the installation alterations began). If the violating resident does not comply, the Board may take legal action to enter or occupy the premises on which the violation occurred and take any corrective action necessary to restore the building or structure. In the event any corrective action must be taken by either the resident or the Board, the resident must pay all corrective costs and any



other costs, including legal costs, incurred by the Board or Association in resolving the issue surrounding the alterations(s).

By signing below, the unit owner accepts the terms as listed herein.

Signature of Unit Owner \_\_\_\_\_ Date \_\_\_\_\_

Printed name of Unit Owner \_\_\_\_\_ Unit \_\_\_\_\_

Installation of the satellite dish for the purpose of television reception for the unit identified above as described in the attached documents is approved by Sea View Villas Homeowner's Association Board of Directors.

_____	_____	_____
Board Member Signature	Board Position	Date