

7049

Seascape - Redondo Homeowners Association, Inc.

Rules

Civil Code 4225 requires that this notice be placed as the cover page on the governing documents.

Civil Code 4225. Board Authority to Delete Discriminatory Covenants.

(a) No declaration or other governing document shall include a restrictive covenant in violation of Section 12955 of the Government Code.

Government Code §12956.1. Discriminatory Restrictions Disclosure.

(a) As used in this section, "association," "governing documents," and "declaration" have the same meanings as set forth in Section 4000 et al. of the Civil Code.

"If this document contains any restriction based on 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. 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."

END OF NOTICE

*Seascape (One) –
Homeowners Association*

Rules and Regulations
Amended June, 1998

INTRODUCTION

Seascape One is a planned community of many families living closely together in a relatively-small area. Your decision to live in a condominium development, with its many advantages, signifies a willingness to forego the relatively restriction free environment of a private, single-family dwelling. That willingness and your endorsement of our C.C.&R.'s and Bylaws creates an obligation to respect your neighbors' rights, to modify your habits and actions in order to preclude encroachment and irritation and to be tolerant of your neighbors' minor offenses; in other words, to be cooperative, courteous and considerate. Acceptance of this obligation by all members is our best way to assure a well kept property, facilitates the protection of our property and the achievement of harmony.

In order to provide a uniform understanding of the behavior that will attain these objectives, the following set of Rules and Regulations (R&R's) has been established. It is our sincere hope that you, the homeowner and member of our Association, will see these Rules and Regulations as a set of rational controls which will protect the rights of each of us and will contribute to the mutual enjoyment of our living environment, our safety and the growth of our investment. With either the ownership or the rental of units at Seascape One, there comes an inherent acceptance of the Rules and Regulations and an obligation to abide by them. The Board of Directors may change, delete, or add to any or all of the Rules and Regulations at any time with due notice to all homeowners.

The expenses for the maintenance of the common areas depend in large measure on the care of treatment with which each resident and his/her guests use them. Owners and tenants should follow through will all complaints in writing to the Management Company. Complaints of either an emergency or of a minor nature should be reported by telephone directly to the Management Company. When writing or telephoning, direct your complaint to the property supervisor for Seascape One.

It is important to recognize that the Board of Directors of the Seascape One HOA cannot be expected to be the only entity concerned with enforcing the rules. It is equally important to understand that an unchallenged violation in no way constitutes a tacit acceptance of that violation or a waiver of the right of enforcement. Enforcement of any violation can be instituted at any time.

Authority for the Rules

These Rules and Regulations are authorized by and derived from the Declaration of Convenants, Conditions and Restrictions (CC&R's) dated August 25, 1978. In addition, each homeowner is responsible for compliance by members of his/her household, guests, employees/contractors, and tenants. Homeowners who lease a unit must include in the lease agreement a statement that tenants

will observe the Rules and Regulations. Homeowners must insure that their tenants have a current copy of these rules. We recommend that the owner obtain a signed statement from renters stating that they have received the Seascape One Rules and Regulations revised June, 1998. Furthermore, each owner is responsible for assisting in insuring the compliance with the Rules and Regulations by all other members of the community, guests, and tenants.

Definitions

The Common Area comprises all spaces outside the interior walls of each unit.

The term "owner", whenever used in this document, equally applies to the term "tenant".

The Association contracts with an outside agent to manage the day-to-day business of the homeowners association and to perform special duties. This agent will be referred to in this document as the Management Company.

ENFORCEMENT OF THE RULES

In accordance with the CC&R's, the Association, acting through the Board of Directors, is charged with the responsibility of maintaining and managing the Common Areas of the Association, and with enforcing the Rules and Regulations and the CC&R's.

To insure compliance with the Rules and Regulations for the benefit of all owners, the Board of Directors will investigate all alleged violations of the rules. If the Board of Directors determines that a violation does exist, every effort will be made to personally contact the owner with the hope of resolving the problem on an informal basis. It is believed that most problems may be solved by this friendly method of working together as mutually concerned owners.

If this method does not produce results, the Board of Directors shall follow the procedures below in levying fines for each confirmed violation.

FINE STRUCTURE FOR VIOLATION OF THE ASSOCIATION RULES AND REGULATION AND/OR THE CC&R's

1st TIME VIOLATION – WRITTEN NOTICE

If the Management Company or a Board Member notices, or is informed of a possible violation of Seascape One Rules and Regulations, the Management Company will review these rules to specify the exact violation(s) and then send a NOTICE OF RULES AND REGULATIONS VIOLATION to the resident and/or homeowner, providing clear notice of the violation being cited.

2nd TIME VIOLATION – WRITTEN WARNING

Based upon a report by the Management Company that a violation has not been corrected and/or an additional complaint by a homeowner, the Board decides if the problem has not been corrected or that a second infraction may have taken place and, at its discretion, instructs the Management Company to

warn the homeowner in writing that an infraction has been reported. The warning notice will be sent via certified mail. The warning notice offers the homeowner the opportunity to discuss the reported infraction at the next Board meeting and explains that if the homeowner does not correct the situation and chooses not to discuss the reported infraction with the Board, then the warning notice for the cited infraction constitutes the “written warning” step of the fine structure.

3rd TIME VIOLATION – \$50 FINE

Based upon notice to the Board of an uncorrected infraction by a report by the Management Company or by a homeowner for a previously violated rule, the Board may, at its discretion, request the Management Company to issue a third written notice via certified mail to the homeowner and/or resident. The letter from the Management Company will contain notification that a hearing will be conducted at the following Board meeting and that a fine of \$50 may be levied at this meeting, unless the homeowner responds to the Board’s concerns at the next Board meeting or cures the infraction (if it is on-going) within 30 days.

4th TIME VIOLATION – \$100 FINE

The same procedure that is described in the 3 TIME VIOLATION is applied if the infraction continues to be uncorrected; however, the assessed fine may be \$100 at the Board’s discretion.

OTHER NOTES

The above procedures and fines are unique to each rule violated. Assessments for rule and/or CC&R violations will be added to the monthly association’s dues now billed by the Management Company. Levied fines will be cumulative.

The Board may, at its discretion, continue to assess a homeowner a monthly fine of \$100 for a serious on-going infraction until a satisfactory remedy is evident. when it is required to send written notices to homeowners requesting their appearance at a Board meeting to discuss possible rule infractions, these notices will be sent not less than ten (10) nor more than 30 days prior to the Board meeting that the homeowners are requested to attend.

DELINQUENT ASSESSMENT POLICY

Homeowner’s monthly association payments are due on the first of each month. Payment coupons are provided as a courtesy. The following assessment collection practices and policies will be observed by the Board of Directors, pursuant to the CC&R’s and Civil Code § 1365(d):

1. Regular monthly assessments are due and payable on the first day of every month.
2. All other assessments, including Special Assessments are due and payable on the date specified by the Board in the notice of assessment.

3. Assessments, late charges, interest and collection costs, including any attorneys' fees, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. (Civil Code § 1367(a)).
4. Unpaid assessments are delinquent fifteen (15) days after they are due. (Civil Code § 1366(d)).
5. If an assessment becomes at least fifteen (15) days delinquent, the Association may send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address of record. A late charge of six percent (6%) will be charged for any assessment which is not received on or before the fifteenth (15) day of every month. (Governing Documents).
6. Interest on the balance due will accrue at the rate of ten percent (10%) per annum commencing thirty (30) days after each assessment becomes due pursuant to Civil Code § 1366(d)(3).
7. If an assessment becomes more than forty five (45) days delinquent, the Association may send a Notice of Intent to Lien to the owner, required by Civil Code § 1367(a), by certified mail to the owner's address of record. The owner will be charged (contact management) for the Notice of Intent to Lien letter.
8. If the owner fails to pay the amounts set forth in the Notice of Intent to Lien letter within thirty (30) days of the date of that letter, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees, may be recorded against the owner's property. A copy of the lien will be sent to the owner at his/her address of record by certified mail within ten (10) days of recordation thereof (Civil Code § 1367(b)). After the expiration of thirty (30) days following recordation of the lien, the lien may be enforced in any manner permitted by law, including judicial or non-judicial foreclosure. (Civil Code 1367(e)).
9. If an owner pays all amounts required by Civil Code §1366.3, and meets the requirements of that section, the Association may inform the owner that he/she may resolve the dispute as outlined in Civil Code § 1354, civil action, or by other procedures available through the Association.
10. If the balance due is not paid upon demand, the matter may be turned over for legal action, including but not limited to the recordation of a lien and the filing of an action to foreclose the assessment lien and/or for a money judgment.
11. The delinquent owner will be responsible for all costs of collection, including attorneys fees, incurred by the Association to collect any delinquent sums (Civil Code §1354(f) & §1366(d)(1)).
12. Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association.
13. The Association will charge (contact management) to the owner for a returned check.

The following charges may be assessed in accordance with the Association's Delinquent Assessment Collection Policy: (contact management)

<u>Description</u>	<u>Amount</u>
Regular Assessment	Variable Annually
Late Charges	6%
Collection Costs (regular-per month)	(contact management)
Interest	10% per annum
Notice of Intent to Lien	(contact management)
Lien Fee	(contact management)
Attorney Referral Fee	(contact management)
NSF Fee (returned check)	(contact management)

In addition, if a matter is sent to counsel for legal action, or to a collection service for non-judicial foreclosure or other action, the owner will be responsible for the attorneys' fees and costs incurred by such action. If a small claims legal action is commenced, the owner will be responsible for all costs, including but not limited to: administrative fees, filing fees, process server fees, and court appearance fees.

If an account is delinquent, the owner's voting rights and/or the privileges of the owner and the owner's guests, tenants and family members to use the common area facilities rights may be suspended following notice and an opportunity for a hearing pursuant to California Corporations Code 7341 and the Association's Bylaws. Any such suspension shall continue for as long as the delinquency continues.

Fine Schedule

Penalties (fines) for violations of the Association's governing documents may also be assessed, after notice and a hearing, in accordance with the Rules and Regulations as they may be from time to time amended. The complete Rules and Regulations, or amendments are mailed to the membership pursuant to California Law and the governing documents.

1. First Violation (within 12 months) – Violation letter is mailed to the owner of record.
2. Second Violation (within 12 months) – Violation letter is mailed to the owner of record with a warning that the next violation will result in a \$50.00 fine.
3. Third Violation (within 12 months) – Violation letter is mailed to the owner of record with a \$50.00 pending fine.
4. All further violations (within 12 months) will result in a \$100.00 fine per occurrence.
5. Any fines levied may be appealed to the Board of Directors.

Failure on the part of the owner or tenant to abide by the aforementioned Rules and Regulations, or to take corrective action after a violation notice, may result in the imposition of a fine, not to exceed \$100.00 for each violation notice, unless otherwise covered in these Rules and Regulations. The Board of Directors may assess such fines at its discretion.

General Community

1. **Responsibility.** Condominium owners are responsible for the action of their tenants and guests and may be fined for rule violation by their tenants or guests or charged for damages done to the common area or Association property.
2. **Copy of Rules.** Each owner must furnish a copy of the current Rules and Regulations to any new tenant. Tenants may be refused access to recreational facilities until this requirement is met.
3. **Current Information.** Each owner must provide the Management Company with the following information before a tenant moves into the unit:
 - a. Name(s) of tenant(s) residing on the property.
 - b. Tenant's home, business and emergency telephone numbers.
 - c. Tenant's automobile make/model(s) and license number(s).
4. **Signs.** Exterior "For Sale", "For Lease" or "For Rent" signs or posting any type are prohibited within the complex – this includes on windows, doors, and patios. Such signs are only allowed on the signboard located on Catalina Avenue, and the signs must conform to posting rules.

As cited in the C.C.&R.'s, Paragraph 2.4, there will be certain restriction applicable for the hanging of "For Sale" and "For Rent" sign. Please contact the Management Company in reference to these restrictions. These restrictions are the following:

Any individual homeowner may place one for sale or for rent sign on the SSI Sign Board per unit for a period of three months. After that time, the Board must either grant or deny an extension depending on whether that space is needed for any new signs.

Realtors may place a for sale or for rent sign on behalf of an owner under the same rules as above. However, they must have a signed listing agreement with the owner, which includes the owner's permission for the sign. These should be on file with the Management Company whenever a sign is posted.

Before posting any signs to the sign board permission must be received by the Management Company, at which time the Management Company will advise as to the sign regulations.

All signs must conform to the following:

Size: 12x18"

Color: Blue background with white lettering

Open House Signs: When holding an open house, one sign per unit may be placed at the SSI entrance on SSI property (not city property) and directional signs throughout the complex as needed. These open houses signs are a privilege and must be displayed tastefully. The Board may use its discretion to monitor the type and manner of their display and may have any signs removed which do not comply.

5. Exterior alternations or additions of any type are not permitted without the written consent of the Board of Directors. Submit your written request, plus a sketch, to the Management Company for approval by the Board prior to obtaining a building permit or contracting for work to be done. The Board of Directors reserves the right to withhold approval.
6. No article shall be shaken or hung from doors, windows, or balconies.
7. No individual cable, radio or television antennas shall be installed on or upon the exterior of any unit, without the express written consent of the Board of Directors, except as provided in Rule #32, below.
8. The Homeowners Association provides access to the roof exclusively for maintenance purposes. Any resident requiring access to the roof must receive prior authorization from the Management Company.
9. Window air conditioners are not permitted.
10. Ball playing is not permitted in the common areas. Balls are not allowed to be bounced against the building.
11. Any damages to buildings, recreational facilities, equipment or other common area property caused by owner/tenant, his/her family, guests, agent or employees/contractors shall be at the expense of the applicable owner/tenant.
12. Use of skateboards, bicycles, roller skates, big wheels, or tricycles is not permitted on interior walkways.
13. Noise from the units (TV, radio, stereo, parties, etc.) must be contained within the interior of the unit of all times. Consideration of your neighbors will enhance the enjoyment and tranquility of all in the community.
14. Flower pots, planters or other articles are not permitted on ledges of patios or balconies due to possible property damage or personal injury.
15. No residents shall store unsightly items in the common area or have unsightly items visible from the common areas.
16. Obstruction of sidewalks, driveways, or entrance ways is prohibited. This includes parking of cars along the red-curbed areas, which are for fire and other emergency vehicles.

17. No loud talking, unnecessary noise, boisterous conduct, or disruptive behavior is permitted in the common areas at any time. Common courtesy shall be observed at all times with respect to all other residents.
18. Patios, decks, and balconies shall not be used for storage purposes including, but not limited to, storage of parcels, boxes, crates, trash, bicycles, motorcycles, or other items.
19. Bicycles shall be stored inside a unit, or the private storage areas, or in the bicycle storage area provided for rental. The monthly bicycle storage fee is \$2. A key for the storage may be obtained through the Management Company. Bicycle storage is not allowed in the general garage area or in any other places in the common area.
20. Entryways are for access to your living unit. Obstruction of hallways and entries is prohibited.
21. CEILING RESTRICTIONS: Do NOT attempt to repair, cut holes in, nail into, puncture, install lighting fixtures, or attach partition walls, false beams, plants, kitchen cabinets, appliances, ceiling tile, or any other object or material directly to or in contact with the ceiling for any reason without first consulting a qualified technician. Heating elements run through the ceiling and may create severe electrical problems if damaged.
22. Water is paid for in common as is the electricity which operates the jets and spa. Do NOT waste these utilities.
23. Common Area Keys: Guard your common area keys with great care. There is a \$50.00 fee for additional and for replacement of common area keys or a security gate cards. Either can be obtained through the Management Company. This fee is subject to change.
24. Purchased grocery carts may not be left on interior walkways or elevator lobbies, but must be returned to and stored only in the garage trash rooms. Commercial grocery carts not purchased are strictly prohibited on the property.
25. Trash must be contained in a tied plastic trash bag before discarding in trash chutes, trash dumpster or trash room.
26. Trash may not be left in garages outside of trash rooms.
27. Stairwell doors must remain closed at all times as a fire safety requirement.
28. Floor mats with rubber backing are not permitted on walkway or deck surfaces.
29. Plants must be elevated from walkway and deck surfaces.
30. Each homeowner must have the owner's unit number clearly visible by flashlight in the unit's doorway, using numerals no less than 2" in height that do not detract from the general appearance of the property.

31. Homeowners, residents, guests, employees and suppliers/contractors are prohibited from walking through the landscape, except on a formal walkway or lawn.

32. Television Antenna And Satellite Dish Policy

1. Introduction

The Federal Communications Commission (“FCC”) adopted a new rule concerning the ability of homeowners associations to control the installation of small (less than 39” in diameter) television satellite dishes (such as the small Sony, RCA, Primestar and similar dishes).

The new FCC rule permits the Association to allow owners to install small dishes within private patio, deck and balcony areas, regardless of the complete prohibition against antennas contained in the CC&R’s. In accordance with the FCC rule, the Association may control the location of the antenna within the patio, deck, and balcony areas, and the Association may require reasonable screening or concealment of the dish, such as painting the antenna, as long as the conditions will not unreasonably increase the cost of the system, or render reception of a signal impossible or substantially degraded.

2. Prohibition Against Common Area Installation

The FCC rules do not allow you to install a dish or any other kind of antenna on the common area real property, or on any portion of the building which is common area, such as on a wall or on a roof. If you do install any type of antenna on common area without prior approval from the Association, or in a manner otherwise in violation of the new FCC Rule, you could be required to incur the costs to relocate or remove the antenna, in addition to the costs of repairing the common area. Further, the Association may remove the dish at the owner’s expense pursuant to Article III, Section 3.5(b) of the CC&R’s.

3. Patio, Balcony and Deck Installations

Dishes 39” or less in diameter may be installed within the perimeter boundaries of a unit’s private patio, balcony, or deck provided:

- A. The owner notifies the Architectural Committee in writing of the owner’s intent to install and maintain the dish before the dish is installed;
- B. The dish is painted gray to match the Association’s color scheme;
- C. The dish is otherwise screened or concealed to the Architectural Committee’s reasonable satisfaction, provided that the Committee’s requirements shall not unreasonably increase the cost of the installation, unreasonably delay the installation, or preclude the ability to receive an acceptable quality signal; and
- D. The owner causes all damage resulting from the installation and/or removal of the dish to be repaired, in accordance with Article III, Section 3.7(c) of the CC&R’s.

Failure to follow these requirements may result in the owner incurring the costs to relocate or remove the dish, in addition to the costs of repairing all damage caused by installation and/or removal of dish.

33. The disposal in kitchen garbage disposals or other condominium unit or common area drains of coffee grounds, uncooked potato peels, celery, artichokes or other fibrous vegetables and of any other material not recommended for garbage disposal or plumbing drains is prohibited.

Parking

1. Residents must observe a speed limit of five (5) miles per hour in the driveways and garage area for the safety of everyone.
2. Private vehicles parked in "NO PARKING" zones or unauthorized parking in assigned stalls are subject to tow-away for impound storage at the vehicle owner's expense.

Any homeowner may initiate this action when a vehicle infringes upon his/her rights and privileges.

3. To ensure maximum use of the limited parking available, vehicles should be parked between lines and fully into the parking space; limiting one (1) vehicle per space.
4. No trailers, boats, campers, camper shells, motor coaches, or trucks that exceed six (6) feet in height are to be parked within garages.
5. The front parking area is for VISITORS only.
6. No house trailers, boats, boat trailers, campers, trucks, or similar vehicles which exceed the dimensions of the parking spaces provided shall be parked in any of the guest parking areas or in the streets of the project. They may only be temporarily parked therein for loading and/or unloading.
7. Vehicles with oil leaks must be repaired. All leaks on the cement must be promptly and thoroughly cleaned.

Laundry Areas

1. Report any broken machines immediately to the laundry service or advise the Management Company for prompt attention.
2. Please place all trash in trash containers.
3. Clean washers and dryers after use, including lint and soap trays.
4. Remove laundry from machines promptly after the cycle is finished, as other may be waiting to use them.

5. Laundry rooms should be kept locked at all times.
6. Do not use laundry facilities before 8:00 a.m. or after 10:00 p.m.

Pets

The CC&R's are very explicit:

1. "2.7 Animals. One domesticated dog, cat 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 non-commercial purposes, and further provided such pets shall not be permitted in the common areas except in accordance with the Association."
2. Any pet of an uncommon or unusual nature will require prior approval by the Board of Directors before being allowed to inhabit a residence.
3. Control of Animals – pets shall be kept on a leash and under control at all times within the common areas.
4. Removal of litter – any litter deposited by pets within the common area shall be removed immediately by the owner of the animal. The owner to avoid odors shall remove any litter deposited within patio areas daily.
5. Pets are not to be allowed to run loose about the complex.
6. The Board of Directors reserves the right to request removal of any undesirable pet that creates a nuisance by excessive noise, barking, debris, or running loose.

Pool

1. An adult must accompany children under 16 years of age. No lifeguard is on duty. All residents and guests use the pool at their own risk.
2. The use of the pool is expressly limited to residents and their invited guests. The resident must accompany guests.
3. No running, pushing, or horseplay around or in the pool area will be permitted. This includes "dunking", ball games, tag, etc. The pool is for swimming only.
4. No surf mats, surfboards, or other large objects of this nature will be permitted in the swimming pool. No wheeled objects are allowed in the pool area, with the exception of wheel chairs for handicapped persons. No ball playing is allowed.
5. No person may enter the water after application of any tanning preparation without first showering to remove this material.

6. No diving from any bench, table, etc.
7. The “buddy system” is recommended to be used by all swimmers at all times. This simply means that for safety, no one should swim alone.
8. Playing with, destroying, or placing in the pool any of the pool furniture will not be tolerated. This also applies to life preservers, life saving hooks, etc., which are for rescue purposes only.
9. No glass is allowed in the pool area.
10. Food and drinks are allowed in the pool area, but are not to be consumed while in the pool.
11. Pets are not allowed in the pool area at any time.
12. The pool may not be reserved for private parties.
13. Radios must be used only with headsets, which prevent them from being heard by anyone other than the person wearing the headset.
14. Pool furniture must remain in the pool area. Use towels on furniture to reduce wear and tear to the furniture.
15. For sanitary reasons, children under the age of two (2) or wearing diapers are absolutely not permitted in the Jacuzzi or pool. Parents of any child responsible for soiling the pool will be billed for clean-up charges.
16. Nonresident owners may not use common area recreational facilities when the owner’s unit has been leased or rented to a tenant who is not a family member of the owner.

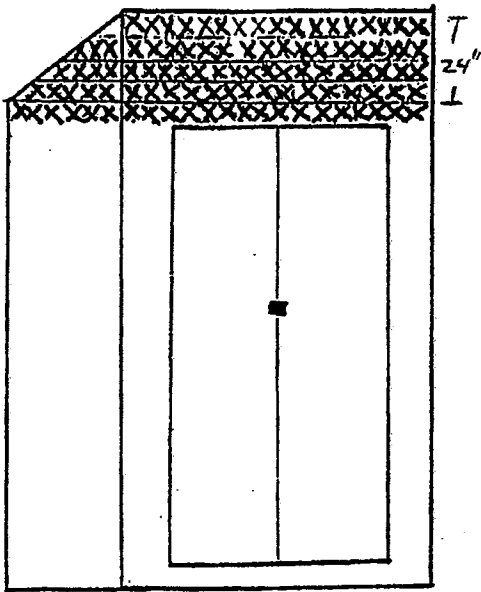
Moving

1. The Management Company must be notified 72 hours in advanced of new residents needing access to the garage and the garage key (which interrupts operation of the automobile gate). Residents can pick up and return this key to the Management Company’s office. A deposit will be required at the time the key is obtained. This gate must not be left unattended while open.
2. Residents are responsible for insuring that their moving company and/or vans do not block access to the garages.
3. The fire roads are the jurisdiction of the Redondo Beach Fire Department and are not to be used by non-emergency vehicles. Any resident who wishes access to the fire road must contact the Fire Department at least 24 hours in advance and pay (in advance) a minimum of four (4) hours of stand-by fireman time to unlock the gate and supervise the use of the fire road.
4. Residents must prop corridor doors open instead of placing wedges in the door hinges (which causes damage). Repairs for any damage to these doors will be assessed to the parties responsible.

5. New residents must contact the Management Company to have their names placed on the building directory.
6. New residents at Seascape One must notify the management company in order to activate the electricity for their units. Notification should be made to the management company as soon as the electric company informs the resident that the power has been established on the new resident's account and that the electricity may be switched on for the unit.
7. A \$100 move-in fee will be charged to the owner of the applicable unit. This charge will be added either through escrow, should a sale be involved, or to the owner's monthly statement should tenants be involved. As an owner, you are responsible for reporting all moves to the Management Company if you rent your unit.

Seascape One Storage Locker guidelines:

1. Fire Department special codes are: Mesh netting 24 inches from ceiling must be installed.
2. Also all items must be stored below the three- (3) foot level from the ceiling.
3. Association regulation: Must be painted gray in color to blend with the uniformity of the property.
4. Storage locker may not exceed the vehicle bumper. Also, no venting or other pipes may be enclosed.




- ** Fire Department code states mesh netting must be installed for a full twenty-four (24) inches from ceiling.
- ** Floor to ceiling measurements eight (8) feet, seven (7) inches. (This may differ as all the garages have varied depths.)
- ** Width is two (2) feet- eleven (11) inches. Can Not exceed the car bumper.
- ** Parking stall is eight (8) feet-six (6) inches

Adoption

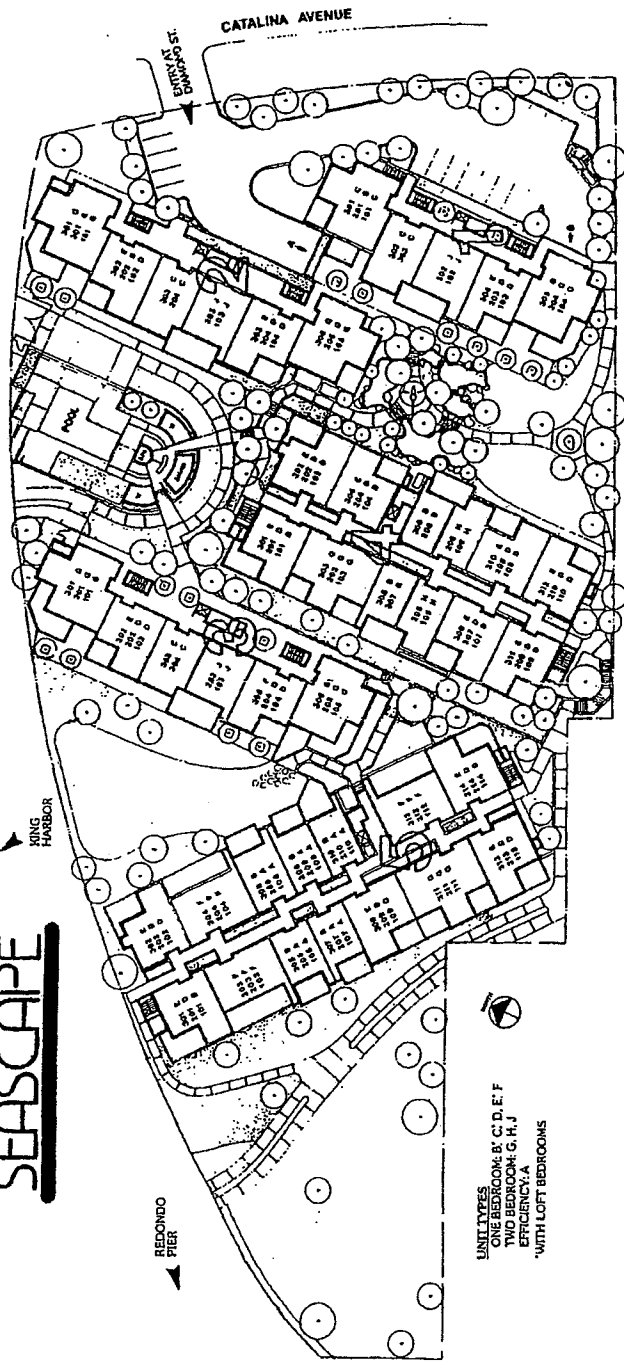
These Rules and Regulations were adopted by the Seascape (One) - Redondo Homeowners Association Board of Directors, pursuant to Article III, Section 3.5 (f) of the Covenants, Conditions, and Restrictions and shall have the same force and effect.

Date: June 3, 1998


Marshall Gavin, President


Grace Leland, Secretary

SEASCAPE



UNIT TYPES
ONE BEDROOM: B, C, D, E, F
TWO BEDROOM: G, H, J
EFFICIENCY: A
*WITH LOFT BEDROOMS

SEASCAPE REDONDO HOMEOWNERS ASSOCIATION, INC.

SATELLITE DISH RULES

Satellite dishes may be placed on individual owner's decks or balconies only – and *only* if they are mounted in a way that doesn't involve penetration of the siding, deck (balcony) rails, deck (balcony) surfaces, or roof. Individual homeowners are not permitted to penetrate decks, siding, or roofs because wiring, hooks, nails, etc. will injure the siding and water proof membranes beneath it. If you do not follow the HOA policy, you will be required to pay for repair and labor costs.

I. Preamble

These rules are adopted by the Board of Directors of Seascape Redondo Homeowners Association, Inc. on the 1st day of May 2003, effective June 1, 2003.

RECITALS

WHEREAS, the Seascape Redondo Homeowners Association, Inc. ("the Association") is responsible for governance and maintenance of the Association premises (the "Community"); and

WHEREAS, the Association exists pursuant to California law and the Association's governing documents; and

WHEREAS, the Association is authorized to adopt and enforce reasonable rules and regulations in the interests of the Community, pursuant to sections of state law and the governing documents permitting the Association to adopt and enforce rules; and

WHEREAS, the Federal Communications Commission ("the FCC") adopted a rule effective October 14, 1996, preempting certain association restrictions on the installation, maintenance, and use of direct broadcast satellite, television broadcast, and multipoint distribution service antennas ("antennas"); and

WHEREAS, the Association desires and intends to adopt reasonable restrictions governing installation, maintenance, and use of antennas in the best interests of the Community and consistent with the FCC rules;

NOW, THEREFORE, the Association adopts the following restrictions and regulations for the Community, hereinafter referred to as the "Rules," which shall be binding upon all owners and their grantees, lessees, tenants, occupants, successors, heirs, and assigns who currently or in the future may possess an interest in the Community, and which shall supersede any previously adopted rules on the same subject matter.

II. Definitions

- A. Antenna - any device used for the receipt of video programming services, including direct broadcast satellite (DBS), television broadcast, and multipoint distribution service (MDS). A reception antenna that has limited transmission capability designed for the viewer to select or use video programming is a reception antenna, provided it

meets FCC standards for radio frequency emission. Cabling, supports, guy wires, conduits, wiring, fasteners, or other accessories necessary for the proper installation, maintenance, and use of a reception antenna shall be considered part of the antenna.

- B. Transmission-only antenna — Any antenna used solely to transmit radio, television, cellular, or other signals.
- C. Owner - Any association unit owner. For the purpose of this rule only, “owner” includes a tenant who has the written permission of the unit owner to install antennas.
- D. Telecommunications signals - Signals received by DBS, television broadcast, and MDS antennas.
- E. Exclusive-use area - Limited common area in which the owner has a direct or indirect ownership interest and that is designated for the exclusive use of the owner as defined in the appropriate association document that is next to the owner’s unit.

III. Installation Rules

- A. Antenna Size and Type
 - 1. DBS antennas that are one meter or less in diameter may be installed. Antennas designed to receive satellite signals which are larger than one meter are prohibited.
 - 2. MDS antennas one meter or less in diameter may be installed. MDS antennas larger than one meter are prohibited.
 - 3. Installation of transmission-only antennas are prohibited unless approved by the Board of Directors.
 - 4. All antennas not covered by the FCC rule are prohibited.
 - 5. No more than one antenna for each type of service may be installed by an owner.
- B. Location
 - 1. Antennas must be installed solely in the owners’ unit or on individually owned property or exclusive-use area, as designated on the Association’s Condominium Plan.
 - 2. If acceptable quality signals can be received by placing antennas inside a unit without unreasonable delay or unreasonable cost increase, then outdoor installation is prohibited.
 - 3. Antennas must not encroach upon any common elements, any other owner’s individual unit or limited common element, or the air space of another owner’s limited common element.

4. Antennas shall be located in a place shielded from view from outside the community or from other units to the maximum extent possible; provided, however, that nothing in this rule would require installation in an exclusive use area where an acceptable quality signal cannot be received. Antennas may not be installed on common property, even if an acceptable quality signal cannot be received from an individually- owned or exclusive-use area.

C. Installation on Exclusive Use Areas

1. Antennas shall be no larger nor installed higher than is absolutely necessary for reception of an acceptable quality signal.
2. All installations shall be completed so they do not materially damage the common elements, limited common elements, or individual units, or void any warranties of the condominium association or other owners, or in any way impair the integrity of the building.
3. Any installer other than the owner shall provide the association with an insurance certificate listing the association as a named insured prior to installation. Insurance shall meet the following minimum limits.
 - a. Contractor's General Liability (including completed operations): \$1,000,000.00.
 - b. Workers' Compensation: Statutory Limits.
4. The purpose of this regulation is to ensure that antennas are installed in a manner that complies with building and safety codes and manufacturer's instructions. Improper installation could cause damage to structures, posing a potential safety hazard to Association residents and personnel.
5. Antennas must be secured so they do not jeopardize the soundness or safety of any structure or the safety of any person at or near the antennas, including damage from wind velocity.
6. There shall be no penetrations of exterior, exclusive-use areas of the building.

D. Maintenance

1. Owners who install or maintain antennas are responsible for all associated costs, including but not limited to costs to:
 - a. Place (or replace), repair, maintain, and move or remove antennas;
 - b. Repair damage to any property caused by antenna installation, maintenance or use;
 - c. Pay medical expenses incurred by persons injured by antenna installation, maintenance, or use;

- d. Reimburse residents or the Association for damage caused by antenna installation, maintenance or use;
 - e. Restore antenna installation sites to their original condition.
2. Owners shall not permit their antennas to fall into disrepair or to become a safety hazard. Owners shall be responsible for antenna maintenance, repair and replacement, and the correction of any safety hazard.
 3. If antennas become detached, owners shall remove or repair such detachment within 72 hours of the detachment. If the detachment threatens safety, the Association may remove antennas at the expense of the owner.
 4. Owners shall be responsible for antenna repainting or replacement if the exterior surface of antennas deteriorates.

E. Safety

1. Antennas shall be installed and secured in a manner that complies with all applicable city and state laws and regulations, and manufacturer's instructions. Owners, prior to installation, shall provide the Association with a copy of any applicable governmental permit if required for safety reasons.
2. Antennas shall not obstruct access to or exits from any unit, walkway, ingress or egress from an area, electrical service equipment, or any other areas necessary for the safe operation of the condominium. The purpose of this requirement is to ensure the safety of association residents and personnel and safe and easy access to the Association's physical plant.
3. Installations must comply with all applicable codes, take aesthetic considerations into account, and minimize the impact to the exterior and structure of the owner's unit.
4. To prevent electrical and fire damage, antennas shall be permanently grounded.

IV. Antenna Camouflaging

- A. Antennas shall be painted to match the color of the structure to which they are installed.
- B. Exterior antenna wiring shall be installed so as to be minimally visible, and must match the building exterior as closely as possible.

V. Antenna Removal

Antenna removal requires restoration of the installation location to its original condition. Owners shall be responsible for all costs relating to restoration of this location.

VI. Association Maintenance of Locations Upon Which Antennas are Installed

- A. If antennas are installed on property that is maintained by the Association, the owners retain responsibility for antenna maintenance. Antennas must not be installed in a manner that will result in increased maintenance costs for the Association or for other residents. If increased maintenance or damage occurs, the owners are responsible for all such costs.
- B. If maintenance requires the temporary removal of antennas, the Association shall provide owners with 10 days written notice. Owners shall be responsible for removing or relocating antennas before maintenance begins and replacing antennas afterward. If they are not removed in the required time, then the Association may do so, at the owners' expense. The Association is not liable for any damage to antennas caused by Association removal.

VII. Notification Process

- A. Any owner desiring to install an antenna must complete a notification form and submit it to the Association's manager. If the installation is routine, conforming to all of the above restrictions, the installation may begin immediately.
- B. If the installation is other than routine for any reason, the owner and the Association's manager must establish a mutually convenient time to meet to discuss installation methods.

VIII. Installation by Tenants

These rules shall apply in all respects to tenants. Tenants desiring to install antennas shall obtain prior written permission of the unit owner. A copy of this permission must be furnished with the notification statement.

IX. Enforcement

- A. If these rules are violated, the Association, after notice and opportunity to be heard, may bring action for declaratory relief with the FCC or any court of competent jurisdiction. If the court or FCC determines that the Association rule is enforceable, a fine of \$50.00 shall be imposed by the Association for each violation. If the violation is not corrected within a reasonable length of time, additional fines of \$10.00 per day will be imposed for each day that the violation continues. To the extent permitted by law and the governing documents, the Association shall be entitled to reasonable attorney fees, costs and expenses incurred in the enforcement of this policy.
- B. In the event that an owner shall violate these rules by installation of an antenna directly onto the roof or the building siding, such owner shall be responsible for any resulting costs to the Association related to the breach/termination of the Association's building warranty on such items.
- C. If antenna installation poses a serious immediate safety hazard, the Association may seek injunctive relief to prohibit the installation or seek removal of the installation.

X. Severability

If any provision is ruled invalid, the remainder of these rules shall remain in full force and effect.

SEASCAPE - REDONDO HOMEOWNER ASSOCIATION

Election Rules and Procedures

Pursuant to California Civil Code Section 1363.03, effective July 1, 2006, the following rules and procedures shall apply for the Election of Directors, voting regarding Assessments, Governing Documents and Granting of the exclusive Right to Use Common Area. If Section 1363.03 is amended before the effective date, such amendments shall be incorporated into these rules and procedures.

1. Inspectors of Election

1.1 The Board shall appoint one or three independent third parties as inspectors of election at least Ninety (90) days prior to any election of directors and at least forty five (45) prior to any voting not related to an election of directors. An independent third party is defined by the California Civil Code Section 1363.03. Where possible, the inspectors of election shall be a member of the Association provided such member is not a member of the Board of Directors or a candidate for the Board of Directors or related a member of the Board of Directors or related to a candidate for the Board of Directors.

1.2 Prior to the secret ballots being mailed to all the owners, the inspectors of election shall meet to determine to whom the secret ballots shall be returned (the "Ballot Collector"), which shall be one of the inspectors of election.

1.3 The inspectors of election shall do all of the following:

1.3.1 determine the number of memberships entitled to vote and the voting power of each

1.3.2 determine the authenticity, validity and effect of proxies.

At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his condominium. Except as otherwise provided in the Articles, By-Laws or Declaration a majority of the voting power present, in person or by proxy, shall prevail at such meeting.

1.3.3 receive ballots

1.3.4 hear and determine all challenges and questions in any way arising out of or in conjunction with the right to vote

1.3.5 count and tabulate all votes

- 1.3.6 determine when the polls open and close
- 1.3.7 determine the result of the election
- 1.3.8 perform any acts as may be proper to conduct the election with fairness to all members in accordance with this section and all applicable rules of the Association regarding the conduct of the election that are not in conflict with this section

1.4 An inspector of election shall perform his or her duties impartially, in good faith, to the best of his or her ability, and as expeditiously as is practical. The decision or act of a majority of the inspectors shall be effective in all respects as the decision or act of all.

1.5 Any report made by the inspectors of election is prima facie evidence of the facts stated in the report.

1.6 The Board may remove and replace any inspector of election prior to the tabulation of ballots if an inspector of election resigns or if the Board reasonably determines that an inspector of election will not be able to perform his or her duties.

2. **Nomination of Candidates**

2.1 At least ninety (90) days before the date of the meeting, at which the ballots for the election of directors are to be counted, the Association shall mail to each owner a Candidate Nomination Form.

2.2 According to the Association's Bylaws, the qualification(s) to serve on the Association's Board of Directors are as follows:

2.2.1 The affairs of the Association shall be managed by a Board of five (5) directors, who need not be members of the Association.

2.3 Owners may nominate themselves or another person; provided, however all candidates must meet the qualifications set forth in Section 2.2.

2.4 Any candidate nominated by another person will be contacted by the inspectors of election to confirm that such candidate consents to having his or her name placed in nomination for election to the Board.

2.5 All candidates who meet the qualifications to serve on the Board and, if appropriate, have confirmed their willingness to run for election to the Board, shall be listed on the secret ballot in alphabetical order by last name.

- 2.6 The Candidate Nomination Form must be returned to the Association at the address provided, or by the deadline stated on such form, which deadline must be at least forty five-(45) days before the date the ballots for election of directors are scheduled to be counted.
3. **Secret Ballot Procedures: Record Date**
- 3.1 Ballots and two (2) pre-addressed envelopes with instructions on how ballots are to be used and returned to the Association shall be mailed by first class mail to every member not less than thirty (30) days prior to the deadline for voting.
- 3.2 Ballots must ensure the confidentiality of the voters.
- 3.2.1 A voter may not be identified by name, address, lot, parcel or unit number on the ballot
- 3.2.2 The ballot may not require a signature of the voter
- 3.2.3 The voter shall cast his or her votes on the ballot. The ballot is then inserted into an envelope that is sealed. This envelope is then inserted into a second envelope that is sealed. In the upper left corner of the second envelope, the voter prints his or her name, address, lot, parcel or unit number that entitles him or her to vote and signs their name. The second envelope is addressed to the inspectors of election, who will be tallying the votes. Failure to follow these procedures will invalidate the ballot and the member's vote.
- 3.3 Owners may return their secret ballot by mail, may hand deliver it to the meeting or may complete the ballot at the meeting; provided, only those ballots which are delivered to the inspectors of election prior to the polls closing shall be counted.
- 3.4 The polls shall open on the date that the ballots are mailed to the owners and shall close at the start of the meeting at which the ballots are to be counted or at the close of nominations from the floor, if the Bylaws require that nominations be taken from the floor at the annual meeting.
- 3.4.1 Nomination for election to the Board shall be made by a nominating committee. Nominations may also be made from the floor at the annual meeting. The nominating committee shall consist of a chairman, who shall be a member of the Board, and two (2) or more Members of the Association. The nominating committee shall be appointed by the Board prior to each annual meeting of the Members, to serve from the close of such annual meeting until the close of the next annual meeting, and such appointment shall be announced at each annual meeting. The nominating committee shall make as

many nominations for election to the Board as it shall in its discretion determine but not less than the number of vacancies that are to be filled. Such nominations may be of Members only.

- 3.5 A member may request a receipt for delivery
- 3.6 The record date for membership purposes of voting shall be the date the ballots are mailed to all owners

4. **Handling of Ballots**

- 4.1 As secret ballots are returned to the Ballot Collector, the Ballot Collector shall record receipt of the ballot on a sign-in sheet listing all owners. The first secret ballot received for any lot/unit shall be the ballot which is counted. Any subsequent ballots for the same lot/unit which are received shall be deemed invalid and shall be discarded.
- 4.2 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.
- 4.3 The sealed ballots at all times shall be in the custody of the Ballot Collector until delivered to the inspectors of election at the meeting for the opening of the ballots and tabulation of the vote. After the counting of the ballots and the certification of the election results by the inspectors of election, the ballots shall be transferred to the Association.
- 4.4 After tabulation, election ballots shall be stored by the Association in a secure place for no less than one year after the date of the election. In the event of a recount or challenge to the election process, the Association shall, upon receipt of a written request, make the ballots available for inspection and review by members or their authorized representatives. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

5. **Meetings at Which Secret Ballots shall be Tabulated**

- 5.1 The inspectors of election shall tabulate the ballots for election of directors at the annual meeting of the owners or, if no quorum is present, at a special meeting of the Board of Directors duly noticed for the same date, time and place, as the annual meeting called for the purpose of counting ballots. The Board of Directors shall determine the date, time and place of the annual meeting and the concurrent special meeting in accordance with the Association's Bylaws. For votes not related to an election of directors, the inspectors of election shall tabulate the ballots at a duly noticed Board meeting called for such purpose.

6. **Tabulation of Votes: Quorum Requirement**

- 6.1 All votes shall be counted and tabulated by the inspectors of election in public at a properly noticed open meeting of the members or of the Board, at which a quorum of members or a quorum of the Board members, as the case may be, must be present.
- 6.2 The inspectors of election shall confirm that no more than one ballot was returned for each lot/unit.
- 6.3 Any candidate or other member of the Association may witness the counting and tabulation of the votes.
- 6.4 In order for the vote to be valid, unless Civil Code allows a lesser percentage, ballots must be returned by at least a quorum of owners, which, per the Bylaws is 50% or 60 ballots. If, however, such quorum shall not be present in person or by proxy at any such meeting the Members entitled to vote thereat shall have power to adjourn the meeting without notice other than announcement at the meeting, to a time not less than five (5) days or more than thirty (30) days from the time the original meeting was called, at which meeting the quorum requirement shall be 25% or 30 ballots.
- 6.5 For election of directors, in the event of a tie, a new ballot shall be mailed to all owners no later five (5) days after the election, requesting a vote to break the tie.

7. **Announcement of Results**

- 7.1 The results of the vote shall be promptly reported to the Board of Directors by the inspectors of election and shall be recorded in the minutes of the meeting at which the votes were tabulated and shall be available for review by the members of the Association.
- 7.2 Upon certification of the election results by the inspectors of election, the newly elected Board members shall be deemed to have taken office at the start of the next meeting of the Board of Directors.
- 7.3 Within fifteen (15) days of the election, the Board shall publicize the results of the election or voting in a communication mailed to all members.

8. **Other Voting Issues**

- 8.1 Owners whose voting rights have been suspended in accordance with the Association's governing documents after notice and hearing shall not be entitled to vote. Voting rights must be suspended prior to the Record Date, which is the date the ballots are mailed to the owners.

8.2 Cumulative voting for election of directors, if allowed by the Association's Bylaws, is allowed and will be in effect.

9. **Campaigning**

9.1 All candidates or members advocating a point of view during a campaign, including those not endorsed by the Board, shall be provided equal access to Association media, newsletters and websites (if Any) for purposes that are reasonably related to the election. The Association may not edit or redact any content from these communications, but may include a statement specifying that the candidate member, and not the Association, is responsible for the content.

9.2 All candidates, including those who are not incumbents, and all members advocating a point of view, including those not endorsed by the Board, for purposes reasonably related to the election, shall be provided equal access to any common area meeting space, if any exists, during a campaign at no cost, including any refundable deposit .

9.3 Association funds may not be used for "campaign purposes" in connection with any board election. The term "campaign purposes" is defined to include, without limitation, (1) "expressly advocating the election or defeat" of any candidate that is on the ballot; or (2) "including the photograph or prominently featuring the name of a candidate on a communication" from the association, except the ballot and voting materials and equal access communications sent pursuant to 9.1 and 9.2 above.

SEASCAPE - REDONDO HOMEOWNER ASSOCIATION
Election Rules and Procedures
Voting Instructions

There are two envelopes and one ballot included in this package for your use. The ballot must be voted by the owner, placed in the ballot envelope and sealed. The ballot envelope will not be opened until the meeting referenced on the Notice of Meeting and will be opened during the meeting.

Please follow these instructions to ensure that your vote is counted.

The voter shall cast his or her votes on the ballot. The ballot is then inserted into the envelope marked "Official Ballot Envelope" and is sealed. The "Official Ballot Envelope" is then inserted into the second envelope that is sealed. In the upper left corner of the second envelope, the voter prints his or her name, address, lot, parcel or unit number that entitles him or her to vote and signs their name. The second envelope is addressed to the inspectors of election, who will be tallying the votes. The inspectors of election will record receipt of the ballot on a sign-in sheet listing all owners. Failure to follow these procedures will invalidate the ballot and the member's vote.

Owners may return their secret ballot by mail, may hand deliver it to the meeting or may complete the ballot at the meeting; provided, only those ballots which are delivered to the inspectors of election prior to the polls closing shall be counted.

The polls shall open on the date that the ballots are mailed to the owners and shall close at the start of the meeting at which the ballots are to be counted or at the close of nominations from the floor, if the Bylaws require that nominations be taken from the floor at the annual meeting.

Please feel free to contact us with any questions regarding the process as it is important that you vote, and that your vote is counted. A quorum of members must return ballots in order for the election to be valid.

**SEASCAPE - REDONDO HOMEOWNER ASSOCIATION
Election Rules and Procedures**

Candidate Nomination Form

You may nominate yourself. If you nominate someone else, please be sure that are willing to serve as they will be contacted by the Association to verify that they wish to have their name on the ballot.

NAME:

ADDRESS:

TELEPHONE:

OCCUPATION:

COMMENTS, QUALIFICATIONS OR ENDORSEMENTS:

Sincerely,

Date: _____

Signature of Candidate

The Candidate Nomination Form must be returned to the Association at the address provided, and by the deadline stated on such form, which deadline is forty five-(45) days before the date the Meeting as provided on the Meeting Notice.

**SEASCAPE - REDONDO HOMEOWNER ASSOCIATION
Election Rules and Procedures**

Secret Ballot

Number of Directors to be elected: Five

Cumulative voting shall be in effect for the election of directors. This means that you have as many votes as there are vacancies to be filled. You may cast all of your votes for one candidate, part for one and the balance for another, or in any combination, as long as the total number of votes cast does not exceed the number of vacancies to be filled. Indicate the number of votes being cast for each candidate. This ballot will be void if the total votes exceed the number of vacancies to be filled.

<u>CANDIDATE</u>	<u>NUMBER OF VOTES CAST</u>
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

Please return your ballot according to the enclosed instructions. Please ensure that your name is on the outside of the return envelope, but not on this form. In order to be counted, this secret ballot must be received by the inspectors of election prior to the polls closing.

**Resolution Of Board Of Directors Of
Seascape-Redondo Homeowners Association, Inc.
And Adoption Of Rules Regarding Short Term Rentals**

WHEREAS, the Board of Directors is authorized under Association's Declaration of Covenants, Conditions and Restrictions ("CC&Rs") to promulgate rules and regulations in connection with the use of the entire project;

WHEREAS, the Association has an interest in maintaining the residential character of its property; and

NOW, THEREFORE, IT IS HEREBY RESOLVED that the Board of Directors of the Association adopts the following rules with respect to the leasing of units:

- “1. No Vacation Rentals. No owner may lease his or her unit for transient or hotel purposes, where ‘transient or hotel purposes’ means: (i) rental for any period less than thirty (30) days; (ii) any rental if the occupants of the unit are provided customary hotel services, such as room service for food and beverage, maid service, furnishing laundry and linen, and bellboy service; (iii) any rental of rooms to multiple persons where such persons do not form a single household; and/or (iv) any ‘home swap’ or time share arrangements.
2. No Rental Less Than 30 Days. No owner may lease his or her unit for a period of time less than thirty (30) days.
3. Entire Unit. No owner may lease less than the entire unit.
4. Delegation of Common Area Privileges. When a unit is leased, the owner shall delegate to his or her tenants all rights and privileges to use the common area facilities and the owner may not use such facilities unless or until he or she reoccupies the unit.
5. No Subletting. No tenant may sub-lease all or a portion of a unit.
6. Copy of Lease. No less than ten (10) days before any change in the occupancy of a unit, the unit owner must provide to the Association a copy of the lease agreement for the unit; the name, telephone number(s), vehicle make, model and license plate information of the incoming occupants; and update the owner’s off-site contact information.
7. Copy of Governing Documents. Prior to a tenant occupying a unit, the unit owner shall provide copies of the Association’s Bylaws, CC&Rs and Rules and Regulations to the tenant.

8. Owner Liability. The owner of the unit shall at all times be and remain responsible to assure his or her tenants' compliance with the Association's governing documents and shall be liable to the Association for all damage caused to the property by the tenant(s)."

IT IS HEREBY RESOLVED FURTHER, that, after notice and a hearing, monetary penalties may be imposed against persons who violate these rules for up to \$1,000 per violation.

The imposition of monetary penalties shall be in addition to any other remedies provided by the Association's governing documents.

Dated: October 11, 2016

BOARD OF DIRECTORS