

# **ARCHITECTURAL GUIDELINES**

## **SEAWAY COLLECTION HOMEOWNERS ASSOCIATION**

**Adopted by the Board of Directors**

**Date: January 20, 2016**

# SEAWAY COLLECTION HOMEOWNERS ASSOCIATION

## ARCHITECTURAL GUIDELINES

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**ARCHITECTURAL GUIDELINES  
SEAWAY COLLECTION HOMEOWNERS ASSOCIATION**

**I. PURPOSE**

As set forth in the Declaration of Restrictions, the Architectural Committee is vested with the power to review any and all improvements to all residential Lots and Dwellings for Seaway Collection Homeowners Association. Such improvements include, without limitation, additions, modifications and alterations to residential dwellings, signs, fences, walls, screens, patios and patio covers, window treatments, air conditioning units and attic fans, and any other modifications to the exterior of a Dwelling or other improvements or alterations to your home.

The Architectural Committee does not seek to restrict individual creativity or personal preference, but rather to help assure continuity in design which will help preserve and improve the appearance of the Community and enhance the property values of all Owners in the Community.

The Architectural Committee is composed of not less than three (3) members as shall be determined by the Board. Members of the Architectural Committee shall receive no compensation for services rendered other than reimbursement by the Association for any expenses that might be incurred in performing their duties. The Architectural /Committee has the right to retain architects or other construction specialists as may be necessary to perform its duties.

Prior to the commencement of any addition, alteration or construction work of any type on any residential Lot and Dwelling in Seaway Collection Homeowners Association, home owners must first make application to the Architectural Committee for approval of such work. Failure to obtain approval of the Architectural Committee may constitute a violation of the Declaration of Restrictions affecting your home, and may require modification or removal of unauthorized works of improvement at your expense. In addition, a building or other permit may be required by the County of Orange Building Department, or other governmental agencies prior to the commencement of any work. Neither the Architectural Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Committee approval.

## II. GUIDELINES

### A. Submission Procedure and Requirements

- 1.) All requests (“Requests”) for Architectural Committee approval are to be made on the standard Seaway Collection Home Improvement Form (Exhibit A).
- 2.) Submission of Requests. All Requests are to be made to the Seaway Collection Architectural Committee, c/o FirstService Residential, 15241 Laguna Canyon Road, Irvine, CA 92618. In addition, applications may be submitted via email to Management.
- 3.) Reasonable Fees. The Board of Directors, or the Architectural Committee, may assess a fee not to exceed \$50.00, submission for review of plans and specifications required pursuant to these Standards.
- 4.) Construction Drawings. Plans and specifications for works of improvement must be prepared in accordance with the applicable building codes, and with sufficient clarity and completeness to enable the Committee to make an informed decision on your request.
- 5.) Submission of Plans. Please forward three (3) sets of your proposed plans and specifications, together with the standard Home Improvement Form (Exhibit A). The following information must be submitted to the Architectural Committee to constitute a complete Application. One (1) set will be returned to you after completion of the review.
  - a.) Plot plan drawn to scale showing the following:
    - i. All proposed improvements and relevant elevations, together with the desired location of such improvements to dwelling units.
    - ii. Complete dimensions of the proposed improvements.
  - b.) Description of materials to be used, including the proposed color scheme. Samples should be provided.
  - c.) Grading plans (if applicable) where the established drainage pattern might be altered by the proposed improvements
  - d.) Floor plans (if applicable) showing overall dimensions and area of improvements reflecting your preliminary design concept.
  - e.) Description of proposed construction scheduled.
  - f.) Landscape plan and working drawings (if applicable).
  - g.) If proposed improvements require access over the Common or Community Areas or Community Facilities for purposes of transporting labor or materials, written permission shall be required from the Association. Any such requests must be filed with the Architectural Committee prior to the commencement of your improvements.

- h.) A completed Impacted Neighbor Form (see Exhibit B).
- i.) Any other information or documentation deemed to be necessary by the Architectural Committee in evaluating your request.

B. Failure to Comply with Required Procedures

Failure to comply with the requirements and procedures set forth herein shall cause your request to be delayed pending submission of other information and documentation to the Architectural Committee. An incomplete Application shall affect the time limits for approval otherwise reserved in favor of the Architectural Committee.

C. Final Approval by Architectural Committee

The Architectural Committee shall give final approval or disapproval of your request within thirty (30) days from submission of a completed Application (including all the required supporting information and documentation). In the event the Architectural Committee fails to respond within thirty (30) days from receipt of your completed Application, your request shall be deemed to be approved.

D. Disapproval by Architectural Committee

In the event the plans and specifications submitted to the Architectural Committee are disapproved by the Committee, the party or parties making said submission may appeal in writing to the Board of Directors of the Association within thirty (30) days following the final decision of the Architectural Committee. The Board of Directors will then submit the written request to the Architectural Committee for re-review, and written recommendations will be timely submitted to the Board of Directors by the Architectural Committee. Within forty-five (45) days following receipt of the request for Board appeal, the Board shall render a written decision. The failure of the Board to render a decision within the forty-five (45) day period shall be deemed a decision in favor of the parties submitting the appeal.

E. Enforcement

Failure to obtain the necessary approval from the Architectural Committee, or failure to complete the improvements in conformity with the plans and specifications approved by the Architectural Committee, may constitute a violation of the Declaration of Restrictions and may require modifications or removal of any work of improvement at your expense. Pursuant to the provisions of the Declaration, the Board shall have the right to record against your home a Notice of Noncompliance which shall identify the reason(s) for such notice. If necessary, the County of Orange will be contacted to assist in enforcement of this policy.

F. Violations

All Owners in Seaway Collection Homeowners Association shall have the right and responsibility to bring to the attention of the Architectural Committee, any violations of the Standards set forth herein.

G. Inspection

Upon completion of the work of improvement, the owner shall submit a written notice of completion (Exhibit C) to the Architectural Committee. Any member or agent of the Architectural Committee may, within sixty (60) days thereafter, at any reasonable hour or hours and upon reasonable notice, enter and inspect the subject property as to the completion of the improvement. Such entry shall be made with as little inconvenience to you as possible, and any damage caused thereby shall be repaired by the responsible party.

H. Master Association Architectural Control

All submit requests are subject to the architectural and landscape control restrictions and provisions of the Master Declaration. All architectural requests must be submitted to the Master Association's Architectural Control Committee for approval after acceptance by Seaway Collection's Architectural Committee.

### III. GENERAL CONDITIONS

1. SEAWAY COLLECTION HOMEOWNERS ASSOCIATION Architectural Control approval does not constitute waiver of any requirement required by applicable governmental agencies. Architectural approval of plans does not constitute acceptance of any technical or engineering specifications, and SEAWAY COLLECTION HOMEOWNERS ASSOCIATION assumes no responsibility for such. The function of the Architectural Control Committee is to review submittals as to aesthetics. All technical and engineering matters are the responsibility of the Lot owner.
2. An oversight of a Covenant, Condition or Restriction, or a Committee policy does not constitute waiver of that rule and therefore, must be corrected upon notice.
3. Orange County ordinances require homeowners to maintain correct grades of lots so that water drainage does not flow into adjoining properties or does not prevent off flow from same.
4. Access for equipment used in construction must be through your property only. Access over Community Property will not be permitted without prior approval from the Architectural Committee.
5. Streets may not be obstructed with objects and building materials that are hazardous to pedestrians, vehicles, etc. Items such as, but not limited to, dumpsters, sand and building materials may not be stored on streets, sidewalks or Community Property.
6. Building permits may be required for certain improvement from the County of Orange.
7. Any damage to SEAWAY COLLECTION HOMEOWNERS ASSOCIATION Community Property will be replaced or repaired by a Seaway Collection subcontractor. All applicable charges for restoration will be charged back to the homeowner by SEAWAY COLLECTION HOMEOWNERS ASSOCIATION and is due and payable within 30 days from notification or assessment of penalties.
8. Approval of plans is not authorization to proceed with improvements on any property other than the lot owned by the applicant.
9. Approved plans are not to be considered authorization to change the drainage plan as installed by the developer and approved by the County of Orange.

#### IV. ARCHITECTURAL STANDARDS

##### A. Structural or material additions or alterations

Exteriors of any building shall conform to the material, colors, character and detailing as established on existing Lots and dwellings within the respective Tract.

- 1.) Structures in this section shall conform to the original structural character of the existing dwelling.
- 2.) Patio sun shades, arbors, trellis and gazebo structures shall be of wood or vinyl construction only, with the exception of vertical supports which may be of stucco or masonry.
- 3.) Structures in this section shall have either flat or shed roofs, or a form consistent with the existing roof lines.
- 4.) Structures under this section will be stained or painted to match or be complimentary with colors used on its attached dwelling.
- 5.) In designing this addition, intrusion upon a neighbor's privacy, or the passage of light or air to a contiguous Lot or dwelling, shall be kept to an absolute minimum.

B. Landscape. No owner shall further landscape or otherwise improve any community facilities owned and maintained by the Association without prior approval.

C. Drainage and Fill. There shall be no interference with the established drainage patterns over any Lot, Common Area or Community Facilities, unless an adequate alternative provision is made for proper drainage and is first approved in writing by the Architectural Committee.

D. Gutters and Downspouts. No gutters, downspouts or scuppers to control water shed from roofs shall be installed without prior approval of the Architectural Committee. Such improvements shall be primed and painted to match the surface color of its attached dwelling.

E. Unightly Items. All weeds, rubbish, debris or unsightly materials or objects of any kind shall be regularly removed from the Lot and shall not be allowed to accumulate thereon. All clotheslines, refuse containers, wood piles, air conditioners, water softeners, storage areas, machinery and equipment shall be prohibited upon a Lot unless obscured from view of adjoining streets, lots, alleys, community facilities or Common Areas.

F. Skylights. The installation of rooftop structures such as skylights is not permitted.

G. Flagpoles. The installation of flag poles shall be subject to review by the Architectural Committee.

H. Window Coverings. Only curtains, drapes, shutters or blinds may be installed as window covers. No aluminum foil, paint, newspaper or similar covering deemed to be inappropriate for a window covering by the Architectural Committee shall be applied to the windows or doors of any dwelling.



I. Equipment and Storage Sheds. No structure of a temporary character, trailer, tent, shack, garage, barn or other out-building shall be installed or used on any Lot at any time.

J. Screen Doors. Screen doors may be allowed provided the color is of a neutral scheme. All screen doors must be approved by the Committee.

K. Solar Energy Systems.

1. Solar energy systems, both thermal and photovoltaic, can represent a large visual impact on a structure due to their size. Therefore, it is important to properly integrate the system into the design of the house to give maximum advantage to the user with minimal design impact on the community as a whole.
2. Solar energy systems shall be located in the least visually obtrusive location (including, but not limited to, consideration of roof orientation and type, topography, visibility from the Common Area and surrounding properties) where the system can operate effectively.<sup>1</sup>
3. Solar energy systems shall be configured in the least visually obtrusive manner (including, but not limited to, consideration of roof orientation and type, topography, visibility from the Common Area and surrounding properties) in which the system can operate effectively.\*
4. All exterior plumbing lines shall be painted in a color scheme consistent with the structure and materials adjacent to the pipes (*i.e.*, pipes on walls should be painted the color of the walls while roof plumbing should be painted the color of the roof).
5. All applications must include a site plan with the correct orientation of the property relative to solar exposure, elevations of the house showing the location of the system and site photographs clearly showing the location of the house relative to surrounding homes and the Common Area.
6. Construction drawings for the proposed installation shall be provided. They should be drawn to show the proposed location and proposed number of collectors, attachment to roof structure, and location of any other exterior system components.
7. A sample or illustrated brochure of the proposed solar energy system which clearly depicts the system and details the materials used and system specifications, shall be submitted with the application
8. Calculations shall be provided showing the number and area of collectors required.

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\*<sup>1</sup> The Architectural Committee reserves the right to require an applicant to paint, screen, relocate or reconfigure a proposed solar energy system unless the applicant can provide the Architectural Committee with written notice from the applicant's service provider that function will be unduly impacted by the Architectural Committee requirement. The Architectural Committee further reserves the right to deny a proposed system in favor of an alternative system of comparable cost and efficiency.

9. The Owner of the Lot served by the solar energy system is solely responsible for the maintenance, repair and replacement of the solar energy system, all at such Owner's sole cost.
10. The Owner of the Lot served by the solar energy system is financially responsible to the Association for any damage to the roof or any other component for which the Association bears a maintenance, repair or replacement responsibility (including, but not limited to, the voiding of any warranties), which damage results from or arises in connection with the installation, use, maintenance, repair, replacement, or removal of the solar energy system.
11. The Owner of the Lot served by the solar energy system shall, at Owner's sole expense and upon receipt of the request from Association, promptly remove the solar energy system from the roof of the Lot in order to accommodate Association efforts in the discharge of its obligations under the Declaration of Restrictions (*e.g.*, roof maintenance, repair and/or replacement). Upon completion of the Association work, the solar energy system may be reinstalled subject to all requirements of this Architectural Standard K.
12. The Owner of the Lot served by the solar energy system shall indemnify, defend and hold the Association and each of its directors, officers, agents, employees and representatives harmless from and against any and all claims, damages, losses and expenses resulting from or arising in connection with the installation, use, maintenance, repair, replacement or removal of the solar energy system.
13. A building or other permit may be required by the County of Orange Building Department or other governmental agencies prior to the commencement of any work. Neither the Architectural Committee, nor the Association assumes any responsibility for failure to obtain such permits. Also, obtaining such permits does not waive the obligation to obtain Architectural Committee approval.

L. Satellite Dishes and Antennae.

1. Areas Under an Owner's Exclusive Use or Control
  - a. Dishes. Satellite dishes and antennae used to (i) receive direct broadcast satellite service, (ii) receive video programming services via multi-point distribution services, or (iii) receive or transmit fixed wireless signals may be installed in an area under a resident's exclusive use or control (which does *not* include the rooftop) so long as such antennae and satellite dishes are (A) one meter or less in diameter, (B) installed in the least visually obtrusive portion of the resident's property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive, and (C) either screened from view or painted to match the surrounding area so as to blend in with the surrounding area, so long as such screening or painting is not unreasonably expensive.
  - b. Broadcast Antennae. Antennae used to receive television broadcast signals may be installed in an area under a resident's exclusive use or control so long as (i) an acceptable quality signal cannot be received via an indoor antenna (*e.g.*, an

antenna mounted in an attic, “rabbit ears,” etc.), (ii) the antenna used is the smallest size available at a reasonable cost that receives an acceptable quality signal, and (iii) the antenna is installed in the least visually obtrusive portion of the resident’s property where an acceptable quality signal can be received, so long as such installation is not unreasonably expensive.

- c. Notification. After installing an outdoor antenna or satellite dish pursuant to Paragraph (a) or (b) above, Owner must complete and submit a Notification form to the Association. The Association will inspect the antenna or satellite dish to determine compliance with the above requirements.
2. Areas Not Under an Owner’s Exclusive Use or Control. A satellite dish or television antenna may only be installed in an area that is not under Owner’s exclusive use or control if (a) the satellite dish or antenna has a diameter or diagonal measurement of thirty-six inches (36”) or less, (b) the satellite dish or antenna is not visible from any street or common area, and (c) Owner has applied for and received Architectural Committee approval for installation of the satellite dish or antenna.
  3. Additional Obligations of Owner of Lot Served by Satellite Dish or Antenna.
    - a. The Owner of the Lot served by the satellite dish or antenna, as applicable, is solely responsible for the maintenance, repair and replacement of the satellite dish or antenna, all at such Owner’s sole cost.
    - b. The Owner of the Lot served by the satellite dish or antenna, as applicable, is financially responsible to the Association for any damage to any component for which the Association bears a maintenance, repair or replacement responsibility (including, but not limited to, the voiding of any warranties), which damage results from or arises in connection with the installation, use, maintenance, repair, replacement, or removal of the satellite dish or antenna.
    - c. The Owner of the Lot service by the satellite dish or antenna, as applicable, shall, at Owners’ sole expense and upon receipt of request from Association, promptly remove the satellite dish or antenna from its installed location in order to accommodate Association efforts in the discharge of its obligations under the Declaration of Restrictions (*e.g.*, roof maintenance, repair and/or replacement). Upon completion of the Association work, the satellite dish or antenna may be reinstalled subject to all requirements of this Architectural Standard L.
    - d. The Owner of the Lot served by the satellite dish or antenna shall indemnify, defend and hold the Association and each of its directors, officers, agents, employees and representatives harmless from and against any and all claims, damages, losses and expenses, resulting from or arising in connection with the installation, use, maintenance, repair, replacement or removal of the satellite dish or antenna.
- M. Right to Adopt Additional Architectural Standards. The Architectural Committee may, from time to time, adopt and promulgate additional Architectural Standards to be

administered through the Architectural Committee. Copies of such additional Architectural Standards, together with any rules or regulations adopted and promulgated by the Board of Directors and/or the Architectural Committee, shall be on file at the office of FirstService Residential.

## **NOTICE OF COMPLETION**

Upon completion of any work for which approval has been given, the Owner shall submit written Notice of Completion (Exhibit C) to the Committee. Within sixty (60) days thereafter, a representative of the Committee may inspect such improvement. If the Committee finds that such work was not done in substantial compliance with the approved plans, it shall notify their owner in writing of such noncompliance within this sixty (60) day period and require the Owner to correct the matter.

If upon expiration of thirty (30) days from the date of notification the Owner has failed to remedy the noncompliance, the Committee shall notify the Board of Directors of the Association in writing of such failure. After affording such owner notice and hearing, the Board shall determine whether there is a noncompliance of the CC&R's and, if so, the nature thereof and the estimated cost of correcting or removing the same. If a noncompliance exists, the owner shall remedy or remove the same within a period of not more than forty-five (45) days from the date of announcement of the Board ruling of noncompliance. If the Owner does not comply with the Board ruling within such period, the Board may levy a Reimbursement Assessment against the Owner for the costs of removing or remedying such noncompliance.

## **VARIANCE**

The Committee may authorize variances from compliance with any architectural provisions contained in the CC&R's for Seaway Collection Homeowners Association, including, without limitation, restrictions upon height, size, or placement of structures, or similar restrictions when circumstances such as topography, natural obstructions, hardship, aesthetic or environmental considerations may require such variances. The granting of a variance must be evidenced in writing, must be signed by at least two (2) members of the Architectural Committee, and shall become effective upon recordation in the office of the Orange County Recorder.

**HOME IMPROVEMENT FORM – Exhibit A**

SEAWAY COLLECTION HOMEOWNERS ASSOCIATION  
c/o FirstService Residential  
15241 Laguna Canyon Road  
Irvine, CA 92618

TRACT 13621  
LOT # \_\_\_\_\_

X \_\_\_\_\_  
HOMEOWNER'S SIGNATURE

Name \_\_\_\_\_ Home Phone \_\_\_\_\_

Address \_\_\_\_\_ Work Phone \_\_\_\_\_

Aliso Viejo, CA 92656, Seaway Collection HOA

PROJECT(S) BEING SUBMITTED:

- |  |  |
|--|--|
| <input type="checkbox"/> AIR CONDITIONER                     | <input type="checkbox"/> GREEN HOUSE         |
| <input type="checkbox"/> AWNINGS                             | <input type="checkbox"/> GAZEBO              |
| <input type="checkbox"/> LAWN ONLY                           | <input type="checkbox"/> TREES               |
| <input type="checkbox"/> DECK                                | <input type="checkbox"/> LANDSCAPING         |
| <input type="checkbox"/> DRAINS (If altering existing grade) | <input type="checkbox"/> SIDE                |
|  | <input type="checkbox"/> BACK                |
| <input type="checkbox"/> RAIN GUTTERS                        | <input type="checkbox"/> FRONT               |
| <input type="checkbox"/> WALL(S) OR                          | <input type="checkbox"/> PATIO               |
| <input type="checkbox"/> FENCE(S)                            | <input type="checkbox"/> PATIO COVER         |
| <input type="checkbox"/> SIDE                                | <input type="checkbox"/> PAINTING            |
| <input type="checkbox"/> BACK                                | <input type="checkbox"/> PLAYHOUSE           |
| <input type="checkbox"/> FRONT                               | <input type="checkbox"/> SPA AND EQUIP       |
| <input type="checkbox"/> RETAINING                           | <input type="checkbox"/> RELOCATION          |
| <input type="checkbox"/> EXTENSION                           | <input type="checkbox"/> WINDOWS             |
| <input type="checkbox"/> SOLAR SYSTEM EQUIPMENT              | <input type="checkbox"/> SATELLITE / ANTENNA |
| <input type="checkbox"/> OTHER: _____                        |  |

START DATE \_\_\_\_\_ FINISH DATE \_\_\_\_\_

PLEASE FILL IN DETAILS BELOW IF NOT SHOWN ON PLANS:

- ARE EXISTING IMPROVEMENTS SHOWN ON PLANS? \_\_\_\_\_
- NAMES OF PLANTS \_\_\_\_\_
- TYPE OF MATERIALS USED \_\_\_\_\_
- TYPE OF WOOD SURFACES \_\_\_\_\_
- COLOR SCHEME \_\_\_\_\_
- ORANGE COUNTY BUILDING PERMITS ATTACHED? \_\_\_\_\_
- THREE COPIES ATTACHED? \_\_\_\_\_

NOTE: Plans that are approved are not to be considered authorization to change the drainage plan as installed by the developer and approved by the County of Orange. The review is intended to consider aesthetic appearance of the drains, pipes and coring and other applicable aspects of drainage.  
Owner may also need to acquire approval from the County of Orange for permission to encroach within county easement.

.....  
APPROVED \_\_\_\_\_ DENIED \_\_\_\_\_ DATE \_\_\_\_\_

SEAWAY COLLECTION ARCHITECTURAL COMMITTEE COMMENTS:  
\_\_\_\_\_  
\_\_\_\_\_

## NEIGHBOR NOTIFICATION

It is the intent of the Architectural Committee to consult neighbors on any improvements which may impact their use and enjoyment of their property. Neighbor approval or disapproval of a particular improvement shall only be advisory and shall not be binding in any way on the Architectural Committee's decisions.

1. Definitions: Facing Neighbor; Adjacent Neighbor, and Impacted Neighbor.

Facing Neighbor: Means the three (3) homes most directly across the street.

Adjacent Neighbor: Means all homes with adjoining property lines to the Lot in question.

Impacted Neighbor: Means all homes in the immediate surrounding area which would be affected by the construction of any improvement.

2. Improvements Requiring Notification:

Any exterior improvements that may impact the neighbors in the community

3. Statement:

The Facing, Adjacent and Impacted Neighbor Statement (Exhibit "B") must be provided to the Architectural Committee to verify the neighbors have been notified about the proposed improvements.



**EXHIBIT B**  
**SEAWAY COLLECTION HOMEOWNERS ASSOCIATION**  
**FACING, ADJACENT AND IMPACTED NEIGHBOR STATEMENT**

The attached plans were made available to the following neighbors for review:

FACING NEIGHBOR:

---

Name	Address	Signature
------	---------	-----------

FACING NEIGHBOR:

---

Name	Address	Signature
------	---------	-----------

FACING NEIGHBOR:

---

Name	Address	Signature
------	---------	-----------

ADJACENT NEIGHBOR:

---

Name	Address	Signature
------	---------	-----------

ADJACENT NEIGHBOR:

---

Name	Address	Signature
------	---------	-----------

IMPACTED NEIGHBOR:

---

Name	Address	Signature
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IMPACTED NEIGHBOR:

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Name	Address	Signature
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The neighbors have seen the plans I am submitting for Architectural Committee approval (see above verification). I understand neighbor objections do not in themselves cause denial. However, the Architectural Committee will contact the neighbors to determine their objections and their appropriateness, if necessary.

SUBMITTED BY:

Name \_\_\_\_\_ Date \_\_\_\_\_

Address \_\_\_\_\_

**EXHIBIT C**  
**SEAWAY COLLECTION HOMEOWNERS ASSOCIATION**  
**NOTICE OF COMPLETION**

Notice is hereby given that:

The undersigned is the owner(s) of the property located at

\_\_\_\_\_  
(Street & Number)

\_\_\_\_\_  
(City)

The work of improvement on the described property was COMPLETED ON THE \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_ in accordance with the Architectural Committee's written approval of the above owner's plans and submitted package.

Signature of Owner: \_\_\_\_\_ Date: \_\_\_\_\_

# SEAWAY COLLECTION HOMEOWNERS ASSOCIATION

## ENFORCEMENT PROCEDURE

### I. Discovery of Violation

- A. Any Violation that is an alleged violation of the documents and the rules of the Association will be processed according to the procedures outlined herein.
- B. In the event one or more members of the Association or Board of Directors file a Violation Report (Exhibit “D”), the Board would act as follows.
  - 1. Send a letter to the homeowner stating the alleged violation and date needed to cure said violation.
  - 2. Upon expiration of the cure date, if the violation still exists, a second letter will be sent stating that their failure to abide by Association Rules and Regulations has imposed a hardship on the Association and the Owner will be asked to attend a hearing with the hearing Committee as appointed by the Board of Directors.
  - 3. The homeowner will be notified as to the decision rendered by the Board of Directors as a result of the hearing. If the homeowner is found to be in violation of the Association’s documents, the Committee will either a) see remedy by use of the legal system, b) apply monetary fines to the homeowner’s assessment billing, c) choose to correct (or caused to be corrected) the violation and assess the owner for reimbursement of costs, or d) a combination thereof.
  - 4. If the decision is to pursue a monetary fine system, the Seaway Collection Fine Schedule will apply.

NOTE: A violation is defined as an act in conflict with the CC&R’s, By-laws, and Rules and Regulations and Architectural Guidelines of the Association.

**SEAWAY COLLECTION HOMEOWNERS ASSOCIATION  
RULES AND VIOLATION REPORT**

DATE: \_\_\_\_\_

I. PERSON MAKING REPORT:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

PHONE NUMBER: \_\_\_\_\_

II. DESCRIPTION OF VIOLATION (fill in as completely as possible)

DATE: \_\_\_\_\_ TIME: \_\_\_\_\_ LOCATION: \_\_\_\_\_

III. DESCRIPTION OF VIOLATOR:

NAME: \_\_\_\_\_ PHONE NO.: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

IV. ADDITIONAL WITNESSES:

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

NAME: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

V. ACTION TAKEN BY THE BOARD OF DIRECTORS:

DATE: \_\_\_\_\_

DESCRIPTION OF ACTION: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

SIGNATURE OF THE BOARD OF DIRECTORS: \_\_\_\_\_

## SEAWAY COLLECTION HOMEOWNERS ASSOCIATION

### FINE SCHEDULE

1. Letter to homeowner stating alleged violation.
2. Letter to homeowner stating alleged violation continues and requesting homeowner appear before Hearing Committee as appointed by the Board of Directors.
3. If result of hearing is monetary fine, a fine of \$30.00 will be applied to Owner's account.
4. If violation continues past the hearing and first fine stage, the fine automatically doubles every thirty (30) days (i.e., \$60 at 30 days, \$120 at 60 days). Any fines not paid may result in legal action in accordance with California law.
5. At any point, the Board may determine to use the legal system or cause correction of the violation to effect a cure and the owner may be responsible for legal fees and or reimbursement of costs to the Association.

**NOTE:** Should a violation occur which imposes financial obligation on the Association, then the party responsible for said violation shall reimburse, by way of a Reimbursement Assessment, the Association for this financial obligation. If, for example, a party damages a fence, tree or any other common property, repair and replacement costs will be charged to that party.

**SEAWAY COLLECTION HOMEOWNERS ASSOCIATION  
PROCEDURE FOR HOMEOWNER HEARING**

Procedure:

1. Statement of violation by acting chairperson.
2. Violator's statement.
3. CC&R requirements. Bylaws, and Rules and Regulations of the Association.
4. Discussion and questioning of the violator by the hearing Committee members.
5. Questions and final statement by violator.
6. Committee ruling.
7. Enforcement procedures as applicable.
8. Adjournment.

**DOCUMENTATION:**

Nature of Violation: \_\_\_\_\_ Phone Number: \_\_\_\_\_

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Hearing Committee Ruling: \_\_\_\_\_

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Additional Comments: \_\_\_\_\_

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Date: \_\_\_\_\_

**SEAWAY COLLECTION HOMEOWNERS ASSOCIATION**

**DISCLOSURE**

THE MATERIAL CONTAINED WITHIN THIS PACKET IS NOT INTENDED TO BE SUBSTITUTED FOR THE SERVICES OF AN ATTORNEY. THE LAW AND ITS INTERPRETATION ARE CONSTANTLY CHANGING.

PLEASE CONSULT YOUR PROFESSIONAL ADVISOR REGARDING YOUR INVOLVEMENT IN A COMMUNITY ASSOCIATION.