

AVOCADO GARDENS HOMEOWNERS' ASSOCIATION

1921 Palomar Oaks Way Suite 205, Carlsbad, CA 92008, Ph. 760-634-4700, Fax 760-634-4759

Date: November 2024
To: Members of Avocado Gardens Homeowners Association
From: The Board of Directors
Re: Fiscal Year 2025 (January 1, 2025 – December 31, 2025)
Annual Budget Report and Annual Policy Statement Summaries

Dear Avocado Gardens Members,

Pursuant to Civil Code section 5320, the Association is providing you with the following summary of the Annual Budget Report and Annual Policy Statement.

The Annual Budget Report and Annual Policy Statement contains the names of all of the reports, statements and summaries the Association is required to provide pursuant to law and/or the governing documents. The Board of Directors conduct monthly business meetings generally held on the 3rd Thursday at 6:00 p.m. Meeting dates and locations are announced on the bulletin board and on Town Square. Homeowners are encouraged to attend these meetings. Should you have any questions or comments concerning the enclosed information, please contact Community Manager, Lori Smith of The Prescott Companies at the number listed above or via email customerservice@prescottmgt.com.

Summary of the Annual Budget Report and Annual Policy Statement

I. Annual Budget Report

1. Pro Forma Operating Budget for Fiscal Year 2025, Prepared on an Accrual Basis

The budget reflects the estimated costs for the year 2025, general inflation, and the efforts of the Board of Directors to maintain and enhance the Association's assets and common areas in order to preserve the quality of life, while keeping expenditures in line. **Beginning January 1, 2025, the monthly assessment rate will increase to \$460.00 per unit, per month.**

2. Reserve Disclosures

a) Summary of the Association's Reserves

Based on the Reserve Study conducted pursuant to Civil Code section 5550(a), at the end of the current fiscal year the Association's reserves will be 43% funded. A summary of the Reserve Study has been included. A copy of the full Reserve Study is available upon request.

b) Summary of the Board Adopted Reserve Funding Plan

The Board plans to fund the reserves in fiscal year 2025 with an increase in assessments by allocating \$31,357.50 per month from the current assessments in order to meet the Association's obligation for the repair and replacement of all major components with an expected remaining life of 30 years or less, not including those components that the Board has determined will not be replaced or repaired.

- c) Statement of Board Deferral/Decision to Not Undertake Repair/Replacement of Major Component(s)
In accordance with Civil Code section 5300(b)(4) and as of the date of this letter, the Board of Directors has no plans to defer repairs or replacement of any major components. **The current projects are approved by the Board of Directors and are anticipated or in-progress: SB326, common area termite inspections and intercom building replacements. Thus, the need for the increase in assessments.** It is important to note the increase does not satisfy the reserve contributions needs to have the funds to fully replace common area components.
- d) Statement of Anticipated Special Assessment(s)
As of the date of this letter, the Board of Directors does not anticipate that a special assessment will be required in fiscal year 2025 to repair, replace or restore any major components or to provide adequate reserves.
- e) Statement of Mechanism of Funding Reserves to Repair or Replace Major Components
The mechanism or mechanisms used by the Board of Directors to fund reserves to repair or replace major components is explained in detail in the enclosed Reserve Disclosures.
- f) Statement Addressing Procedures Used to Calculate and Establish Reserves
Reserves are calculated pursuant to Civil Code section 5550(a), and the Board had a Reserve Study last conducted in April 2024.
- g) Assessment and Reserve Funding Disclosure
The Assessment and Reserve Funding Disclosure Form is enclosed in accordance with the requirements set forth in Civil Code section 5570.
3. Statement of Association(s) Outstanding Loans:
The Association has no outstanding loans.
4. Insurance Disclosure Information
The Association currently meets the minimum Civil Code requirements for insurance to provide the statutory limitations from liability for officers and directors and for the members if persons are injured on the common area. A summary of coverage and deductibles is enclosed.
5. Summary of FHA and VA Certification
In accordance with Civil Code section 5300, status of the association as a Federal Housing Administration (FHA)-approved condominium project and as a federal Department of Veterans Affairs (VA)-approved condominium project is included. Please note that information regarding the association's FHA/VA status is as of 11/1/23. Please make sure to check the respective websites for the VA/FHA for the most current information.
6. Charges for Escrow Documents Provided Disclosure: As required by Civil Code §4528, an itemized "Charges for Documents Provided" disclosure is included.

II. Annual Policy Statement

1. Statement of Name and Address of Person Designated to Receive Official Communications on behalf of the Association:
Name: Lori Smith
Title: Community Manager
Company: The Prescott Companies
Address: 1921 Palomar Oaks Way Suite 205
Carlsbad, CA 92008
2. Statement of Members' Ability to Have Notices Sent to an Additional Address
Owners have a right to submit a secondary address to the association for the purpose of receiving (1) annual reports the Association is required to provide to owners and for (2) mailings and notices related to assessment payments, delinquencies and foreclosures.

3. Statement of The Posting Location for General Notices
The location designated for posting of a General Notice are:
Bulletin board and Town Square.
4. Notice of Members' Rights to Receive General Notices by Individual Delivery
Upon request, Members may receive general notices by individual delivery. If a homeowner requests Individual Delivery, the document shall be delivered by one of the following methods:
(1) First-class mail, postage prepaid, registered or certified mail, express mail, or overnight delivery by an express service carrier. The document shall be addressed to the recipient at the address last shown on the books of the association, (2) E-mail, facsimile, or other electronic means, if the recipient has consented, in writing, to that method of delivery. The consent may be revoked, in writing, by the recipient.
5. Notice of Members' Right to Minutes
The minutes or a summary of minutes of a Board meeting, other than an executive session, shall be available to members within 30 days of the meeting. The minutes, proposed minutes, or summary minutes shall be distributed to any member upon request and upon reimbursement of the association's costs for making that distribution.
6. Statement of Assessments and Foreclosure Policies under Civil Code section 5730
This notice outlines some of the rights and responsibilities of owners of property in common interest developments and the associations that manage them. Please refer to the sections of the Civil Code indicated for further information.
7. Statement of Policy for Collection of Delinquent Accounts
The Association has adopted the enclosed Assessment Collection Policy, which outlines the practices in enforcing lien rights or other legal remedies for default in the payment of assessments.
8. Statement of Association's Discipline Policy and Schedule of Penalties
If an Association has adopted a policy imposing any monetary penalty, including any fee, on any association member for a violation of the governing documents, including any monetary penalty relating to the activities of a guest or tenant of the member, the board shall adopt and distribute to each member a schedule of the monetary penalties that may be assessed for those violations, which shall be in accordance with authorization for member discipline contained in the governing documents. The Association has adopted the enclosed Rules Noncompliance Policy.
9. Summary of Association's Dispute Resolution Procedures (ADR and IDR)
The Association has adopted the enclosed Alternative Dispute Resolution Procedure (ADR) and Informal Dispute Resolution Procedure (IDR).
10. Summary of Procedures for Architectural Review
The Association has adopted the enclosed Architectural Guidelines and Procedures for submitting requests for alterations to the exterior and certain interior elements. These procedures also include instructions for appeal of a denial of an Architectural request.

11. Statement of Address for Overnight Payment of Assessments

Association Name: Avocado Gardens Homeowners Association
c/o: The Prescott Companies
Address: 1921 Palomar Oaks Way Suite 205
Carlsbad, CA 92008

AVOCADO GARDENS
HOMEOWNERS ASSOCIATION

The Rules and Regulations contained within this document are provided for the mutual benefit of all residents of Avocado Gardens. Their intent is to provide guidelines for filing complaints by residents, and procedures for enforcement by the Board of Directors. The Covenants, Conditions, and Restrictions (CC&R's) of our community allow for the introduction and periodic modification of Rules and Regulations governing the activities of the residents living within the community. Where a discrepancy exists between the Rules and Regulations and the CC&R's, the CC&R's will prevail. Should any rule, regulation, or other policy herein be determined invalid, it shall not nullify any of the remaining rules, regulations, or policies.

The Board of Directors and the Management Company are not responsible for the enforcement of laws. That is the function of, and under the jurisdiction of, local law enforcement agencies. Disturbing the peace, drunk driving, thefts, vandalism, etc. should be reported to the appropriate law enforcement agency. The Board of Directors should also be notified, via the Management Company as well. The Board may determine that information about specific problems associated with alarming trends be brought to the attention of all homeowners and residents.

Avocado Gardens HOA
RULES AND REGULATIONS
Revised January 2018

I. USE OF LIVING UNITS AND COMMON AREAS

A. Owners' Duty to Notify HOA of Occupancy Changes:

Each owner shall notify the Association of the name, contact information and vehicle information of each person occupying such Owner's Residence, whether this is Owner or Renter. Furthermore, management must be informed within Thirty (30) days of the following occurrences:

1. When a Resident of a Residence ceases to reside in the Dwelling Unit.
2. When a new Resident moves into the Dwelling Unit.
3. When a person other than a tenant becomes a permanent resident of the Dwelling Unit.
4. When a guest will remain in the Dwelling Unit for more than Thirty (30) days.

Failure to inform management of any of the above scenarios will result in a fine of \$100 for each month management is not notified of a change. Please be advised that Owner Information forms can be obtained from the management office, any time such change occurs.

B. Each living unit shall be used only as a single family dwelling. The number of residents in a unit shall be no more than two (2) persons for each bedroom plus one (1) in the unit. No business or commercial activity shall be conducted in the units or garages.

C. Noise disturbances: TV's, stereos, musical instruments, air conditioners and other machinery must be kept at a reasonable volume, so as not to disturb others.

D. No living unit shall be used in any way to interfere with the enjoyment of occupants of other units, or annoy them by unreasonable noise, nor shall any nuisance be committed or permitted in any part of the condominium property.

E. Each owner shall have the right to lease his unit provided that the lease is in writing and provides that the tenant shall be bound by and obligated to all provisions of the "Declaration of Restrictions", Bylaws, and Rules

and Regulations for this Corporation. Further, no lease may be for a period of less than thirty (30) days. This information will remain confidential.

F. No rubbish or trash shall be allowed to accumulate anywhere on the condominium property. Residents must contact **EDCO at 760-744-2700** for large item pick up. **Shopping carts from local stores** are not to be brought into the community. Violations of either of these rules may result in a **\$100.00 monetary penalty**.

G. Each owner shall have the right, at his or her own expense, to maintain, decorate carpet and paint the interior of the living unit, and replace or repair equipment in the unit.

H. Television, radio and satellite dishes may only be installed with Board approval and completion of the Architectural Change Request form followed by Board approval.

I. No exterior clotheslines shall be erected, nor outside laundering/drying of clothes in the common use or the patio areas.

J. All personal equipment, bags, or storage shall be kept concealed from view of neighboring living units, streets, and Common Areas.

K. No automobile overhaul or maintenance work, other than emergency work, shall be permitted. Minor work may be done within your garage with the door closed. Automobile washing is not permitted.

L. Garage sales will be permitted once or twice per year, on a date designated by the Board of Directors, with specific guidelines as to how it is to be handled.

M. **No skateboard riding anywhere unless used for transportation in and out of the community.** No baseball, football, soccer, or any other types of games are permitted on the streets.

N. Discarding cans, bottles, or other trash in the Common area is not permitted.

O. Except as otherwise provided, no owner or tenant shall make any changes in the Common Areas, remove or add any plantings, structure, furnishing or other features except after written consent of the Corporation Board.

P. Seasonal decorations may not be placed within the exclusive use patio or entry area for more than seven days after the end of the holiday. Flying or placement of the American Flag is always permitted.

Q. Each owner shall be held legally liable to the Corporation for all damages to the Common Area caused by the owner, occupant or guest of the unit. Except as noted elsewhere, residents are not permitted to plant or place any items in the Common area (except the exclusive use of the patios). The common area includes buildings, streets, parking and landscaping and exclusive use areas (patios).

R. Barbeques and open flames: Propane or electric barbecue grills in good condition are allowed to be used and stored on balconies and patios. No charcoal or wood burning barbecues or fire pits are allowed to be used or stored on the balcony or patio. No flammable, combustible or explosive fluid shall be kept in any unit, garage, balcony or patio. Propane outdoor heaters are permitted as long as they are stored and used at least 3 feet away from any combustible surface above, below and to the sides. Open flame torches are never permitted in or on any garage, balconies or patios. This rule applies to all common areas also (pool, parks...).

S. Lock Boxes: Lock boxes are not permitted to be placed on the front courtyard gates or any other common area within the community. Homeowners and realtors are allowed to place a lock box on their individual gas

meter located at the side of each building. If a lock box is placed in an area other than the gas meter it will be removed by the HOA and disposed of.

II. SIGNS

A. Owners may place a single "For Sale" or "For Rent" sign on the garage door or in the window of their unit. This sign is not to exceed 200 square inches. Two real estate signs and one flag may be displayed at the property site during the period of a real estate "open house".

B. Security company signs may be posted on the inside of the condominium window. One security sign, not to exceed 100 square inches, may be placed on the Common Area adjacent to the condominium

C. Any unauthorized signs will be removed from the condominium property by authority of the Corporation Board.

III. PETS

A. Not to exceed a total of two (2) usual and ordinary household pets (exclusive of caged birds or aquarium fish) may be kept in any living unit and then only if they cause no unreasonable annoyance to occupants of other units. Pets may be exercised in the common areas designated for pets, they must remain under control. No pet shall be permitted to be kept within any portion of the condominium property if it makes excessive noise or otherwise constitutes an unreasonable annoyance to other occupants. Owners shall use necessary materials to clean up pet feces. Violations of any of these rules may result in a **\$100.00 monetary penalty.**

IV. SECOND HAND SMOKE

A. Second hand tobacco and or marijuana smoke and electronic cigarette vapors are to be considered a noxious odor pursuant to Section 9.9 of the Declarations of Restrictions of Avocado Gardens HOA and as such will be treated as a nuisance pursuant to that section.

B. Smoking of any tobacco and or marijuana product or electronic cigarette is prohibited in the enclosed pool and spa area. Smoking of any tobacco and or marijuana product or electronic cigarette is prohibited in the common areas where second hand smoke or vapors can drift into neighboring Units, patios and balconies. Smoking of any tobacco and or marijuana product or electronic cigarette is also prohibited on restricted common area patios, balconies and garages where second hand smoke or vapors can drift into neighboring Units, patios and balconies."

V. VEHICLE CONTROL

A. STREETS: Brief "red zone" loading or unloading of vehicles is permitted. Service vehicles may park curbside or any paved surface that does not impede access or inconvenience residents, if necessary to access their activities.

B. EXCLUSIVE USE PARKING SPACES: Only passenger cars, motorcycles, clean non-commercial pick-up trucks and passenger type vans are permitted to park in the Common Area outside the garage. No resident owned campers, panel vans, trucks, boats, motorcycles, trailers, or any other motor driven vehicles are permitted.

C. GARAGES: All garages must have adequate space to easily house a Motor Vehicle. The primary purpose of the garage is to park a motorized vehicle belonging to the resident however incidental storage is permitted. On a semiannual basis the board will conduct "garage inspections". We will notify you in writing at least 7 days in advance and offer several time periods that will allow you to open your garage door for a 15 minute period. During this time the garage inspector will walk or drive through the community and note garages that are not in compliance with this rule. At no time will the inspector enter your garage. If you fail to cooperate without giving prior notice or if you are found to be in violation you will be asked to attend a hearing and may be subject to a monetary penalty of **\$100.00 per month** until the rule is adhered to. Throughout the year if a homeowner is found to be out of compliance with this rule they will be issued a violation letter and may be asked to attend a hearing and may be subject to a monetary penalty of **\$100.00 per month** until the rule is adhered to.

D. VISITOR PARKING SPACES: This rule was created to insure that visitor parking spots are available for your overnight guests. All Avocado Gardens homeowners have one (1) garage, one (1) assigned numbered parking spot and one (1) visitor-parking placard. The visitor parking placard is only valid for four (4) nights in any calendar month (consecutive or not). If you need more than four (4) nights in any calendar month (up to 7 nights) please call "Tri-City Patrol" at 760-758-0670 and give them your name, address, dates the car will be parked, the make and the model of the car to be parked overnight along with you placard number. The placard must be hung on the rear view mirror in plain view with the numbers facing forward. If a car is parked in a "Visitor Spot" between the hours of 11pm and 5am without displaying the placard correctly, it may be towed at the owner's expense. The board of directors reserves the right to reassign parking spaces with proper notice and fine homeowners that do not comply with this policy.

E. Homeowners are responsible for explaining the Parking Policy to their tenants and guests. If you lose your parking placard, a new one will be provided for a fee of \$50.00, and your old placard number will be given to the security company and anyone using that placard will be towed.

To have a car towed from your spot, please call **Pacific Towing at 760-724-2100** and let them know someone is parked in your assigned numbered spot, you will have to sign for this.

F. The association requires that all vehicles belonging to homeowners or residents be licensed, with current registration, and be in operating condition. Garages may not be rented or assigned to another person.

G. The speed limit within the Avocado Gardens community is **10 mph**. Once it has been determined there has been a speed limit infraction a letter will be sent to the homeowner (and their tenant if applicable) warning them of the violation. If a second infraction occurs the homeowner will receive a letter asking them to attend a board meeting (with no less than 30 days notice) for a hearing to explain to the board why they or their tenant were speeding. After the homeowner has had a chance to explain, the board may fine the offender up to **\$200.00 per infraction**.

H. After a first warning, vehicles that are in violation of any parking rules may be towed at the owner's expense.

VI. PATIO AND LANDSCAPING

A. Each owner shall have the right to place furniture, potted plants and flowers on their exclusive use patio area, which does not unreasonably interfere with the enjoyment of or create a nuisance for adjacent living units and patios.

- B. No plants may be planted which attach themselves to the stucco, fences or walls as this avoids damage to these structures and allows access for painting.
- C. Patio areas shall be maintained by the owner/occupant and shall be kept free of debris at all times. The patio and balconies areas are not for storage they are to be maintained in order to present a neat and attractive appearance.
- D. Upper units may not put any item on the railings, etc., as they may fall and cause harm/damage to units below.
- E. The Board of Directors will make periodic inspections of the Common Area, including patios and balconies. Responsible owners will be notified of unsatisfactory conditions by first class mail and the date when enforcement action will be taken.

VII. POOL AREA RULES AND USE/SPA USE

In an effort to maintain an enjoyable experience for everyone using the swimming pool facility, the following guidelines will be used.

The pool facility consists of all areas within the confines of the fenced area and includes the pool, spa, bathroom, and all furnishings and equipment. It also includes the surrounding green belt area.

- A. The pool hours of use are 7:00am to 10:00pm daily, or as designated by the Board of Directors.
- B. The pool facility is for use of the tenants, homeowners, and invited guests only.
- C. All persons using the pool facility must have a AG pool key in their possession, and must use it to enter the pool area gates. It is the responsibility of homeowners to provide pool keys for tenants. It is also the responsibility of home sellers to provide new owners with a pool key.
- D. No lifeguard is on duty. All persons using the pool area do so at their own risk.
- E. Homeowners and tenants are limited to 2 adult guests and 4 children.
- F. Pets are not allowed in the pool area.
- G. Oversized inflatable toys, boogie boards and surfboards are not allowed in the pool area.
- H. Children under the age of 16 years are not allowed in the pool or spa unless accompanied by and actively supervised by an adult 16 year of age or older.
- I. All excessive noise such as yelling, loud radio, voice games, etc. is prohibited in the pool area.
- J. Running, pushing, shoving, and diving in the pool area is strictly prohibited.
- K. Bicycles, skate boards, roller skates and Frisbees are not permitted in the pool area.
- L. Tampering with the pool maintenance and/or safety equipment is prohibited.
- M. Tampering with pool furniture is prohibited. Putting pool furniture into the pool or spa will result in the loss of use of privileges for all Association recreational facilities and a monetary penalty.
- N. Food and drinks must be kept away from the water at all times. All glass containers are strictly prohibited from the pool area. All litter must be removed and placed in the appropriate containers.
- O. All pool area gates are to be kept closed and locked at all times for safety reasons. Please do not admit others into the pool area with your key. Please see rule IX. D.
- P. Babies are required to wear swim diapers while within the pool area.

HEALTH DEPARTMENT RECOMMENDATIONS FOR SPA USE

Before using the spa, please familiarize yourself with the following recommendations, which are in accordance with the Department of Health Services Regulations, Title 24, and Section 2-9025:

- A. Elderly persons, pregnant women, infants and those with health conditions requiring medical care should consult with a physician before entering the spa.

- B. Hot water immersion while under the influence of alcohol, narcotics, drugs, or medications may lead to serious consequences and is not recommended.
- C. Do not use the spa alone.
- E. Long exposure in the spa may result in nausea, dizziness, or fainting.
- F. Showers are recommended before using the pool or spa, since sunscreen and other lotions congeal and clog the filtration system.
- G. Hairpins, metal clips, and cutoff jeans with loose fringe threads are not to be used in the pool or spa, since they plug the drains and filters. For the same reason, long hair should be held by a rubber band or swimming cap.
- H. Personal items such as towels, chairs, etc., should not be left in the pool area over night. The Association is not responsible for thefts or damage to personal property.
- I. Please remember the pool area is a public facility. Please leave it as clean as possible. Straighten the tables and chairs, dispose of litter properly, and be sure that the doors and gates are locked for safety reasons when leaving the pool area. Please report all irregularities to the Management Company promptly.

VIII. ARCHITECTURAL CONTROL

- A. No building, fence, wall or other structure may be erected, removed or altered, nor shall grade levels or drainage characteristics be changed unless complete plans and specifications have been approved in writing by the Architectural Committee and the Board of Directors of the Corporation.
- B. A screen door or screened security door at the front door may be installed without written architectural approval so long as the door is properly installed and maintained and the owner is responsible for repair or damage to the building caused by the installation or removal of the door.
- C. Satellite installation, (see guidelines for satellite installation).

IX. INSURANCE

- A. No portion of the condominium property shall be used for any purpose or in any manner which will cause it to be uninsurable against loss by fire or by perils insured against by an extended coverage endorsement to the California Standard Fire Policy, or cause any insurance policy to be cancelled, suspended, the premium increased, or renewal refused.

X. ENFORCEMENT PROCEDURES

- A. All complaints charging violations of the "Declaration of Restrictions" or "Rules and Regulations" must be made in writing, signed by the owner or tenant and forwarded to the Board. The name of the person filing the complaint will be kept confidential unless legal action is necessary.
- B. The Board will contact the alleged offending party requesting the violation be corrected. If the violation is not corrected in a reasonable period of time, the Board will notify the owner by certified mail of the penalty which will be imposed and the date when the penalty will be effective. If the violation constitutes a hazard or a liability, the Board can require immediate compliance. The owner may appeal the scheduled penalty by mail or by personal appearance at a regular or special Board meeting, called by the Board. If appealed, the Board will notify the owner of the final decision.
- C. All penalties assessed in any particular month for violations of the "Declarations of Restrictions" or "Rules and Regulations" are due and payable with the dues payable the following calendar month. Failure to pay fines will be treated in the same manner as the delinquency of monthly assessments.

D. All homeowners are subject to these penalties, whether the violation is committed by the owner, his guest, the tenant or his guest. Owners have the responsibility that their tenants are made aware of their obligation to comply with Corporation requirements.

XI. MONETARY PENALTY SCHEDULE:

A. The board has adopted the following schedule of monetary penalties for any violation of the Declaration, Bylaws, Rules and Regulations, any nuisance activities, Architectural non-compliance or any other violation unless otherwise stated in this document:

The first offense.....	\$100
The second offense.....	\$200
The third offense.....	\$500

B. When the violation is continuous the Board may levy a fine of up to **\$25 per day or up to \$750 per month** until corrected. The full monthly fine may be imposed for any portion of a month for continuous violations that exceed one month in length.

C. All penalties will be levied only after a Hearing is held at which time the member will be given an opportunity to appear before the Board.

D. The violator will be responsible for all legal fees incurred by the Association, if any.

Avocado Gardens HOA
Guidelines for Satellite Dish Installation

HOA approval is required for the installation or use of a video or television antenna, including a satellite dish. The application for approval shall be reviewed by the Board of Directors for the common interest development in the same manner as an application for approval of any architectural modification to the common property.

Please contact Pilot Property Management for an application, fill it out and return it to Pilot Property Management prior to any installation. The Board of Directors will review it and grant approval for the installation of a video or television antenna or satellite dish that has a diameter or diagonal measurement of 36 inches or less.

It is required that the Installer contact Pilot Property Management prior to installation with a copy of their contractor's license and insurance information so as to indemnify the association or its members from loss or damage caused by the installation, maintenance, or use of a video or television antenna or satellite dish.

The HOA's preferred method for installation is on a pedestal or tripod located inside your balcony. If this method cannot be achieved, please call Pilot Property Management to discuss an alternative method of installation.

Under no circumstances may the mounting bracket for the dish be attached to the building, the building's eaves, or the building's fascia board, nor may any nails, screws, brads or similar hardware be driven into the roofing material or mounted to the roof itself or the side, rear or front of the building. The dish or antenna shall remain inside the confines of the balcony or

exclusive use common area and not protrude outside this boundary. All wiring should be routed and attached to the building professionally and with excellent workmanship.

If for some unfortunate reason the mounting bracket is not attached in accordance with the guidelines set forth above, the bracket, dish and/or other equipment will be immediately removed and the homeowner will be liable for any and all damage to the building and a fine will be levied until they comply. We do NOT have Worker's Compensation Insurance for workers that are not hired by us.

This letter does not constitute a legal contract to perform work rather; this letter only gives our consent to install a satellite dish under the provisions set forth between the tenant/homeowner and the Satellite Dish Provider. Avocado Gardens HOA is not responsible for any injury to any person working on the roof or on the property.

Sincerely,

Board of Directors
Avocado Gardens HOA