

**PARKING RULES**

(1) ORDINANCES AND LICENSING

- (A) All applicable codes and ordinances of the City of Orange governing private streets shall hereby be made part of these Rules and Regulations (R&Rs).
- (B) No unlicensed motor vehicles shall be driven within the Stream House Community.
- (C) All motor vehicles operated in the Stream House Community must be operated by a licensed driver and in a responsible and safe manner.

(2) OPERATION OF MOTOR VEHICLES

- (A) No vehicle within the Stream House Community cul-de-sacs may travel faster than (10) miles per hour.
- (B) Any damage to property or common areas within the Stream House Community caused by any vehicle, including hired and leased vehicles (i.e. moving vans, motor homes, trailers, etc.) shall be the full responsibility of the resident owner or resident hiring or leasing said vehicle.

(3) PARKING VIOLATORS SUBJECT TO TOW

- (A) Non-operable or non-operated vehicles shall not be parked or stored on any street or driveway within the Stream House Community for more than fifteen (15) continuous days.
- (B) Only vehicles with Stream House issued parking permit hang-tags may be parked in the common area. Any vehicle parked in the common area without a visible parking permit hang-tag is subject to immediate towing at the owner's expense. This rule will be enforced by random inspections at any time.
- (C) All common area parking must be in designated parking spaces, marked by white lines, or be subject to towing at the owner's expense.
- (D) No vehicles may be parked on the curbs or in front of a garage door, except for loading/unloading the vehicle, cleaning the vehicle, or for those units that have a long driveway in front of the garage. Blinking hazard lights should be used to alert others.
- (E) Oversized vehicles are not permitted to be parked within the Stream House Community, except when the vehicle is being loaded/unloaded or cleaned and the owner is present. Oversized vehicles are described as those not able to fit in a Stream House garage.
- (F) Portable storage containers or PODS are not permitted in cul-de-sacs, driveways, or Stream House private road ways. Storage containers may be temporarily placed on city streets, but will be subject to city ordinance and street sweeping schedules.
- (G) Owners are responsible for notifying tenants of these parking rules and regulations and providing them with the parking permit hang-tag.

(4) PARKING PERMIT HANG-TAGS

- (A) Each residential unit is entitled to only **one** parking permit hang-tag (regardless of garage size) allowing parking in a marked space in the common area. Hang-tags are numbered and assigned to specific units as a means of parking control. A parking permit hang-tag is not a guarantee of a parking space. As always, it is first

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come first served. Hang-tags should be hung on the mirror in the front window of the vehicle, or atop the vehicle's dashboard, so that the tag is clearly visible and readable from the outside of the vehicle.

- (B) Any vehicle displaying an invalid hang-tag (duplicate number, number previously reported lost, stolen, etc.) is subject to immediate tow at the owner's expense.
  - (C) When a residential unit is sold, the seller is responsible for transferring the parking permit hang-tag. The fee for obtaining a new hang-tag or replacing one that was lost will be the amount, at that time, established by the Stream House Board of Directors (SBOD). If a damaged, or otherwise unusable, hang-tag is turned in, there will be no cost to replace it.
- (5) USE OF GARAGES Article VIII, Section 8.14 of the CC&Rs requires that "garages be used only for the purpose of parking automobiles and other vehicles and equipment ... provided that all uses allow for garage doors to be shut".

**TOWING POLICY**

(1) EMERGENCIES ONLY

- (A) If a parked vehicle poses a safety hazard, or a life and death situation, and its owner cannot be located, a member of the SBOD, or authorized agent, will notify the Orange Police Department with the description and license number of the vehicle.
- (B) The member of the SBOD, or authorized agent, will call the currently assigned towing company and arrange for towing of the vehicle.

(2) STANDARD PROCEDURES

- (A) The SBOD's approved patrol service will place a violation citation on the vehicle not complying with the parking rules described above. The exception will be those vehicles subject to immediate tow as defined in (1) above.
- (B) A second violation within 30 days of the first will make the vehicle subject to immediate towing at the owner's expense, and/or monetary fines as defined in the Stream House Association's rules enforcement procedures.
- (C) Unattended vehicles parked in front of garages without driveways, or in other locations within the community that are not clearly marked as parking spaces by white lines, are subject to immediate towing at owners expense regardless if there is a visible Stream House parking permit.

**SIGN RULES**

Signs shall mean all signs including, but not limited to, those showing "FOR SALE", "FOR RENT/LEASE, and any security system warnings. See CC&Rs Section 8.11.

- (1) There is a limit of two (2) signs per unit which must meet the following criteria.
  - (A) Sign sizes shall not exceed six (6) square feet.
  - (B) Signs may be mounted inside a unit's window.
  - (C) Signs outside a unit shall be affixed to a pole and secured in a ceramic pot or redwood planter box. Such potted signs may be displayed near a unit's front steps,

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or if the pole is tall enough, on a unit's balcony as needed to allow the sign to be visible from the ground.

- (3) Under no circumstances may any sign be located on or within landscaped portions of the Stream House Community common areas. The Villeurbanne Master Association may impose additional criteria and limits on sign displays which should be complied with.
- (4) Signs may not be attached, using nails, screws, glue, etc., to any building structure, light or utility pole, tree, or any Stream House Community Association sign.

**POOL RULES**

HOURS:        Sunday – Thursday    6:00AM to 10:00PM  
                  Friday & Saturday    6:00AM to 11:00PM

These rules apply only to the Stream House pool located in the middle of the Stream House Community. The rules for the Villeurbanne pools may be different.

- (1) The Stream House pool is solely for the use of Stream House owners/residents and their accompanied guests.
- (2) Stream House Community Association members and their tenants are responsible for their guests, and must accompany them in the pool area.
- (3) All members and guests swim at their own risk.
- (4) Persons under the age of eighteen (18) must be actively supervised by an adult (18 or over) at all times while in the pool area.
- (5) Persons under fourteen (14) are not permitted in the jacuzzi/spa.
- (6) Absolutely no glass containers of any kind are permitted in the pool area.
- (7) No alcoholic beverages are allowed in the pool area.
- (8) No pets are permitted in the pool area at any time. This is also California state law.
- (9) Running, pushing, or any form of horseplay is not allowed. Any injury incurred at the pool or jacuzzi/spa is the homeowner's responsibility.
- (10) Diving into the shallow end of the pool or into the jacuzzi/spa is not allowed.
- (11) Surfboards, scuba tanks, or other large objects are not allowed in the pool area.
- (12) Inflatable devices should not be used in a manner that restricts or inconveniences others in the pool area. The inflatable devices should be rinsed off prior to use in the pool.
- (13) No crumbly material, like styrofoam, is allowed in the pool area at any time, since it can damage the filters.
- (14) Dispose of trash in the trash containers to help keep the pool area clean.
- (15) A homeowner will be fully liable for any property damage caused by the homeowner or his/her guest.
- (16) Pool furniture is not to be placed in the pool or jacuzzi/spa.
- (17) Pool gates are to be fully closed at all times. Do not prop open gates for others to gain access. Do not allow persons not in your party entrance to the pool area.
- (18) Properly balanced chemicals and efficient filtration will keep the pool and jacuzzi/spa infection free and clean. However there are some things which cause chemical imbalances or filter damages; these must be avoided by persons using the pool or jacuzzi/spa.
  - (A) Use only colorfast swimming attire; dyes cause chemical imbalance.

- (B) Remove all suntan lotion or oil before entering the pool or jacuzzi/spa. Oils and lotions can cause chemical imbalance and “gums” the tile.
- (C) Loose/flowing long hair should be braided, or worn under a bathing cap. Loose hair will clog and possibly damage the filters. Do not wear cut-offs in the pool or spa, since the loose threads will also clog/damage the filters.
- (D) Do not enter the pool or spa if you have a cold or infection.

(19) Each residential unit is entitled to only **one** pool key card for gaining entrance to the pool area and the restrooms. The card will only allow entrance during the posted pool hours. When a residential unit is sold, the seller is responsible for transferring the pool key card. The fee for obtaining a new card or replacing one that was lost will be the amount, at that time, established by the SBOD. If a damaged, or otherwise unusable, card is turned in, there will be no cost to replace it.

### **ARCHITECTURAL RULES**

The Stream House Community Association is a sub-association of the Villeurbanne Master Association. As such, architectural control is not solely a Stream House Association responsibility. The responsibility is shared with Villeurbanne. The following architectural rules were adopted by Stream House based on the Villeurbanne Master Association architectural rules and regulations.

- 1) ADDITIONS TO EXTERIOR SURFACES – In accordance with Section 7.01 of the Stream House CC&Rs, **nothing** may be attached to the exterior surface of any unit. Of particular concern is anything attached to a stucco surface, since any attachment method can result in damage to the water or insect intrusion barrier function of the stucco. The only exception to this rule is the installation of wiring for a TV antenna or dish as described later in ‘OTHER RULES’ Part 5)
- 2) TRELLISES – Trellises, other than designed into the structure of the Stream House units must be:
  - a) Redwood or painted to closely match the color of the built-in lattice work
  - b) Unattached by nails, screws, glue, etc. to any part of the unit’s exterior wall.
  - c) The wood slats/pieces may not be wider than one (1) inch, and the width of the spaces between the slats/pieces may not be less than one (1) inch.
  - d) No taller than eight (8) feet above the deck or patio floor.
  - e) Must not extend beyond edge of the deck or patio.
- 3) WINDOW REPLACEMENT – Window replacement is allowed provide the requirements of the Stream House specification are adhered to. The specification and the form which must be submitted to the Stream House and Villeurbanne Boards of Directors for approval can be found at the Stream House web site:  
[http://www.streamhouseassociation.org/web\\_documents/specs\\_for\\_replacement\\_windows.pdf](http://www.streamhouseassociation.org/web_documents/specs_for_replacement_windows.pdf)
- 4) WINDOW COVERINGS (PER THE CC&Rs) – No windows shall be covered, either inside or outside, with aluminum foil or any similar material. The sides of draperies, curtains, blinds or

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any other permitted window covering which are visible from the outside of any unit shall be white, off white, ecru, or similar.

- 5) STAINED GLASS RESTRICTIONS – The Architectural Committee of the Villeurbanne Master Association will allow owners to display to the public view from their units “acceptable stained glass windows”. An application for the installation of an acceptable stained glass window must be submitted in accordance with the Villeurbanne Master Association’s architectural guidelines as follows.
  - a) The proposed stained glass window size cannot exceed fifteen (15) square feet.
  - b) The proposed stained glass window cannot take the place of any existing window, and must be mounted on the inside of the unit’s window.
  - c) The proposed stained glass window cannot contain any opaque sections.
  - d) The proposed stained glass window must contain at least seventy (70%) percent clear (no color) translucent glass and no more than thirty (30%) percent light colored translucent glass.
  - e) The proposed stained glass window must not be obstructive objectionable or obscene.
- 6) WINDOW TINTING – Any window tinting must be transparent and colored bronze or gray.
- 7) SCREEN DOORS - The Villeurbanne Master Association has also adopted restrictions on the type and model of screen doors that may be installed within the entire community. Contact the Villeurbanne Board of Directors or its management company for details.
- 8) OVERHANGS, AWNINGS, AND PATIO/DECK COVERS – Individual homeowner written requests for these must be submitted to the Villeurbanne Master Association through the SBOD. Requests must include drawings of intended plans and approval signatures from at least two close by (adjacent or opposite) neighbors agreeing to the homeowner’s plans.
- 9) REPAIR RESPONSIBILITIES - Homeowners are responsible for repairs and/or periodic maintenance of unit interiors; this includes all interior surfaces (walls, floors, etc.). In accordance with Section 8.22 of the Stream House CC&Rs, all plumbing items and wiring: inside the building envelope defined by the exterior surface of the stucco, the roof top surface, and the upper surface of the concrete slab on which the building sits is the homeowner’s responsibility. Where there is a common wall between units, the building envelope as the mid-plane between the respective interior walls.

In accordance with the above, the homeowner is responsible for control/extermination of termites or other damage causing pests within unit interiors.
- 10) The homeowner is also responsible for any damage to the building or its appearance due to a failure to maintain/repair an area for which the homeowner is responsible. Similarly, the homeowner is responsible for water leak damage at windows and sliding glass doors for leakage between the glass and its seals to the frame and for leakage between the slider and its frame. Leakage between the outer window/door frame and the adjacent stucco or decking is the association’s responsibility provided a homeowner did not replace the original outer frame.
- 11) CONCRETE PATIO FENCING – Such fencing is allowed provided it meets all of the following conditions:
  - a) Its highest point must not be more than 5 feet (60 in.) above the concrete surface

- b) It must be free standing on the concrete – it must not be attached in any manner to the patio concrete nor to the building, nor can it be located on the landscaped area adjacent to the patio.
- 12) ARCHITECTURAL CHANGES – Requests for approval by the SBOD for any architectural changes to a unit's exterior covered by these rules will require the form, see Appendix 1, signed by the homeowner(s) to be part of the request package.

### **OTHER RULES**

- (1) NUISANCE PREVENTION – Homeowners shall do nothing nor permit the doing of anything which could be deemed a nuisance - any behavior or activities which could be noxious or offensive to their neighbors. The nuisance behaviors or activities which are NOT permitted include, but are not limited to the following:
  - a) Excessive and sustained loud noise (e.g. music, animal barking or howling, rowdy play, partying, etc.
  - b) Barking dogs are dealt with by Orange County Animal control. The following will get you to the appropriate procedure and form for filing a 'Barking Dog' complaint:  
<http://ocpetinfo.com/services/barking>.
  - c) Skateboarding, roller skating, rollerblading, bicycling, or using any other wheeled recreational devices on walkways throughout the Stream House property.
  - d) Hanging clothes lines on balconies, patios, or decks.
  - e) Outside storage of non-used furniture, boxes, exercise equipment, ladder(s), trash, etc. in the Stream House common area or on decks or patios where the stored items/trash are visible from other units or from anywhere in the Stream House common area.
  - f) Defacing common areas with graffiti – any markings using chalk, paint, etc. on any common area surface.
  - g) Feeding wild birds or waterfowl by hand or with the use of bird-seed containing feeders. Bird and waterfowl droppings are noxious, unsightly, and potential health hazards.
- (2) Decorations for holidays and religious events such as Christmas, Hanukkah, Halloween, Thanksgiving, etc. may be placed on the outside of a unit 14 days prior to the event date and must be removed no later than 14 days after the event date. Decorations must be safe, none offensive, and comply with all other parts of the rules and regulations.
- (3) COMMON AREA USE – The private streets and drives within the Stream House complex are fire lanes which must remain unobstructed at all times for emergency vehicle access. The streets and drives are not to be used as playgrounds.
- (4) ANIMALS – No animals, fowl, reptiles, insects, or livestock shall be kept within Stream House, except pets such as dogs, cats, birds, and fish may be, provided that:
  - a) No more than three (3) such pets, except fish and domestic birds, may be kept.
  - b) Such pets are not kept, bred, or raised for commercial purposes.
  - c) All dogs must be kept on a leash when not confined to an owner's unit. All owners shall pick up after, and properly dispose of their pet's waste/fecal matter. Any pet waste, liquid or solid, MUST NOT be disposed of by simply washing it off decks or balconies onto the common area.

- d) Dog bag station(s) is/are for use when you forget or temporarily run out of bags. The association does not have the responsibility to provide bags. State law mandates pet owners pick up after their pets. The association may supply a limited number of bags per month to help you comply with the state law and keep our community clean. Hoarding of bags will not be tolerated and homeowners may be fined in accordance to the fine assessment policy discussed under the “Rules Enforcement Policy” section below. Witnesses of abuse, where numerous bags are taken at a time, are asked to report violators to the Stream House Association management company.

(5) SATELLITE DISHES AND ANTENNAS

- a) Introduction – The Federal Communications Commission (FCC) adopted a rule concerning the ability of homeowners associations to control the installation of small (up to 39-inch diameter) television satellite dishes.

The FCC rule permits residents to install such antennas within areas set aside for the resident’s exclusive use, and permits the association to establish preferred locations for satellite dish installations. One of the purposes of the Stream House Association is to maintain and enhance property values. Therefore, for safety and appearance purposes, installations must comply with the requirements described below.

The FCC rules do NOT require allowing for installation of a dish, or any other kind of antenna on the common area real property, nor on any portion of the building which is common area, such as on an outside wall or on a roof. If a homeowner or his/her tenant does install any type of dish/antenna on common area, or in a manner otherwise disallowed by this requirement, the homeowner could be required to incur the costs to relocate or remove the dish/antenna. These will include the costs of repairing the common area. Further, the Stream House Association may remove the dish/antenna at the homeowners expense pursuant to the CC&Rs, if it is installed on/in common area without prior written approval from the SBOD.

- b) Common Area Installations – Dishes/antennas may be installed in/on restricted common areas, such as enclosed balconies, decks, or patios, without prior written approval provided there is strict compliance with the following requirements.
1. Dishes may NOT be installed on a rooftop, on any stucco surface, or on the exterior (common area) side of any balcony railing or overhead beam above the private balcony area. Installation on the interior side (facing the building) of overhead beam is acceptable.
  2. In accordance with the FCC rule, the Association may require reasonable screening or concealment (such as painting) of the dish, provided the screening or concealment will not unreasonably increase the cost of the system or substantially degrade the signal. The reasonableness of increased cost, if any, will be determined by the SBOD on a case-by-case basis.
  3. If a hole is required in the exterior wall of the building, to allow the antenna cable into the unit, a fully sealed lead-in must be installed. This lead-in must be sealed and maintained to prevent water, insects, or any foreign material from entering the wall.

4. The unit owner is fully responsible for any and all common area damage resulting from installation, inadequate maintenance, or later removal of the antenna lead in. The common area damage includes any and all damage resulting from water, insect, or foreign material intrusion into the wall. The owner's responsibility includes the cost of repairs in accordance with Article VIII, Section 8.18 of the CC&Rs.
  5. The unit owner must maintain the dish/antenna to prevent its becoming an eyesore. The owner must hold the Association harmless from any claims related to the installation and use of the dish/antenna.
  6. The color of the outer surface of wire/cable from the dish/antenna to the wall penetration must match, as closely as practical, that of the exterior wall. Wire/cable must run along the interior side of any balcony railing or overhead beam above the private balcony area, to the maximum extent practical. The intent is to minimize the visible length of wire/cable on an exterior wall. Wiring along roof tops shall be along edges and corners.
- c) Failure to follow the above requirements, or existing installations which do not follow the above requirements may result in the unit owner incurring costs to relocate or remove the dish/antenna, plus the costs of repairing all damage caused by and during the dish/antenna removal or installation. Therefore, owners are encouraged to contact the SBOD through the association's property manager before installing a dish/antenna.

#### (6) GARAGE/YARD SALES

- (A) Such sales are not permitted more often than once in any three (3) month period.
- (B) The sale items shall be kept inside the unit's garage to the extent practical. However, no sale items may be placed in front of the garage more than three (3) feet beyond the garage door opening.

#### LEASE OR RENTAL OF RESIDENTIAL UNITS

In addition to the requirements of Sections 9.01, 9.05 and 17.3 of the CC&Rs concerning leasing or renting of condominium units, owners shall comply with the following:

1. Written Agreement – any lease or rental agreement shall be in writing, shall provide that the lease or rental is subject to the Declaration of Covenants, Conditions and Restrictions (CC&Rs), and shall provide that any failure by a lessees/tenant to comply with any provision of the CC&Rs, the Rules and Regulations (R&Rs), or the Association's Bylaws shall be a default under the terms of the lease or rental agreement. A copy of a lease or rental agreement evidencing compliance with these R&Rs shall be provided to the Association within thirty (30) days following notice of the adoption of these R&Rs addition, and thereafter within fifteen (15) days following inception of a new lease or rental agreement; or the extension, modification, or renewal of an existing agreement.
2. Compliance with Governing Documents – A copy of the R&Rs shall be provided by the owner to each tenant or lessee. The leasing or renting owner shall, at all times be responsible for the lessee's/tenant's compliance with all the provisions of the R&Rs and any other rules or requirements the BOD may adopt.



3. Owner Responsibility for Damage Caused by Lessee/Tenant – a unit owner shall bear the full cost of any maintenance, repairs, or replacements by the Association arising out of, or caused by, the willful or negligent act of an owners lessees/tenant, his/her family members or guests. After notice and hearing (per CC&Rs Section 5.05) said cost(s) will be levied by the Association as a Reimbursement Assessment against the owner.
4. Security Deposit for Common Area Damage – It is not currently a requirement, but strongly recommended, that a renting/leasing owner obtain a specific security deposit to cover potential damage to any area or equipment which the Association is required to maintain, repair or replace. The recommended security deposit is \$500, however the \$500 does not represent a limit on the unit owner's liability for common area damages caused by his/her lessees/tenant.
5. Enforcement of this R&Rs Addition – this R&Rs addition can be enforced by the SBOD under the provisions of "THE RULES ENFORCEMENT POLICY" described below. Failure to comply with any provision of these R&Rs by an owner or his/her lessees/tenant can result in a monetary penalty.

### **RULES ENFORCEMENT POLICY**

In the event of a violation of any provisions of the Stream House Association CC&Rs, of these Rules & Regulations, or of a written complaint received by the SBOD, alleging a violation, the SBOD will take the following actions:

- (1) Investigate the violation or alleged violation. If there is sufficient evidence of a violation, a notification letter of non-compliance will be mailed to the owner of record of the unit in or at which the alleged violation occurred. The owner of record is responsible for all violation actions by the unit's residents, tenants, guests or visitors.
- (2) Failure to correct the violation within the stated number of days in the notification letter will result in a second letter of non-compliance requesting the owner's appearance before the SBOD for a hearing.
- (3) This hearing will allow the owner to provide evidence that the violation did not exist or was corrected. If the owner fails to appear, or fails to provide to evidence to the SBOD's satisfaction of the violation's (prior or then current) non-existence, a monetary fine can be assessed by the SBOD.
- (4) Whether the owner appears or does not appear at the hearing, the Board of Directors will consider the evidence and determine whether to assess a fine. The fine assessed will not be less than \$50 nor more than \$200. The exact amount of this fine, and any future fines, will be determined at the sole discretion of the SBOD, based on the nature of the violation and its potential risk for personal injury or property damage. Fines will be assessed to, and are the responsibility of, the owner, who will be notified in writing of the SBOD's decision.
- (5) Failure to correct the non-complying violation, or its recurrence within twelve (12) months of the first violation, can result in one or more subsequent fines. Subsequent fines will be assessed to the owner and can range from \$50 to \$200 as determined by the SBOD. Subsequent fines can be levied monthly until proof that the violation(s) has/have been corrected is provided to the SBOD. Fine amounts will be added to the home owner's account maintained by the association's management company. Interest will accrue

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monthly, at a rate to be determined by the SBOD, on any unpaid fines. If the home owner's unpaid balance in the account becomes excessive, the SBOD will take any available legal action to collect the unpaid balance.

- (6) In the event of damage to association property, the owner shall be financially responsible for any resultant repairs or replacements required. The owner will also be assessed for all associated costs and any unpaid fines. In its sole discretion, the SBOD may levy fines or reimbursement assessments exceeding \$200 should the violation warrant a greater amount based on the nature of the damage and the potential risk for personal injury.

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Appendix 1

TERMS AND CONDITIONS REQUIRED FOR APPROVAL OF  
ADDITION TO OR IMPROVEMENT OF  
THE STREAM HOUSE COMMON AREA

Following all architectural approvals, the Board of Directors of the Stream House Community Association will approve the addition to or improvement of the common area exterior of the residential unit at:

\_\_\_\_\_ Orange, CA 92869  
(Address)

contingent on acceptance by the residence owner of the following terms and conditions.

The undersigned homeowner of the above referenced residential unit agrees that he/she is fully responsible for any and all damages arising from the addition to, or improvement of, the common area exterior of the residential unit. The undersigned understands that this responsibility is particularly applicable when any addition or improvement requires penetrating a permanent common area structure's surface to install or attach the addition or improvement. The undersigned further understands that any penetrations must be completely sealed to prevent the intrusion of moisture/water and insects into the structure to which the addition or improvement is attached.

The undersigned homeowner further understands and accepts the requirement that he/she is responsible to maintain the addition or improvement as needed to prevent its becoming an eyesore or a source of damage to any part of the common area.

\_\_\_\_\_  
Homeowner Signatures

\_\_\_\_\_  
Date

\_\_\_\_\_  
Homeowner Printed Names