

**SEAL BEACH MUTUAL NO. FIVE**

**Mutual Five New / Remodeled / Patio / Permit Required**

**Addendum to Occupancy Agreement**

**Seal Beach Mutual Five**

**Encroachment onto Common Areas for NON-EXCLUSIVE Use for New/Remodeled  
Patio**

**Application for a NEW / REMODELED / Patio Encroachment**

The Shareholder(s) of that certain apartment unit, \_\_\_\_\_,  
Seal Beach, California, 90740, entered into an Occupancy Agreement on  
\_\_\_\_\_ by and between Seal Beach Mutual No. Five ("**Corporation**") and  
\_\_\_\_\_ hereinafter referred to as ("**Member/s**").

In accordance to Policy **05-7415-1** this document represents a required "Disclosure Agreement",  
"Addendum to Occupancy Agreement" setting forth the permission extended by the Mutual  
Corporation to the requesting Mutual Five Member's acceptance of a patio encroachment into  
common area, and all of the terms and conditions as set forth below.

**Terms of Agreement:**

\_\_\_\_\_, (Member/s) are allowed to complete a patio of apartment  
\_\_\_\_\_ using \_\_\_\_\_ square feet of common area  
on the \_\_\_\_\_ side of the unit for a patio to extend the \_\_\_\_\_ side of the unit.

\_\_\_\_\_, agree/s that they will execute the "Disclosure  
Agreement", "Addendum to Occupancy Agreement" acknowledging that the Corporation may  
reasonably condition its consent on terms that both protect the Corporation's rights over/to  
Landscape area and prevent the Corporation from being burdened with additional or increased  
maintenance, repair or other costs/expenses or increased potential liabilities and/or risks and in  
accordance with all terms and conditions as set forth in the Mutual Five Policy.

**Members** further agree that they will accept the full liability for upkeep and maintenance, as well  
as insurance covering the area of the permitted encroachment and further, that the  
encroachment must be removed at the expense of the shareholder who is selling or otherwise  
conveying the share unless the subsequent shareholder agrees to execute a new Addendum to  
Occupancy Agreement assuming all the terms as set forth in the Mutual Five Policy number 05-  
7415-1.

**Execution Addendum to Occupancy Agreement**

I, (We) \_\_\_\_\_ (**Member/s**) hereby agree to the  
terms and conditions of the attached Mutual Five Patio Policy and the Addendum to Occupancy  
Agreement, in its entirety, as evidenced by our signature/s below:

(Feb 2024)

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46 I, (We) \_\_\_\_\_ (Member/s) agree and  
47 acknowledge that nothing contained herein or omitted here from shall be deemed to be an  
48 admission, limitation, or waiver of any of the Mutual rights, remedies and defenses, either at law  
49 or in equity, all of which rights, remedies and defenses are hereby expressly reserved.  
50

51 This Addendum to Occupancy Agreement is entered on the \_\_\_\_\_ of  
52 \_\_\_\_\_, 20 \_\_\_\_\_, by and between Seal Beach Mutual No. Five and Members:  
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54 Important! All remodeling and any encroachment onto common area requires a Permit be on file  
55 in the Physical Property Department.  
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57 Member Signature \_\_\_\_\_ Date: \_\_\_\_\_  
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59 Member Signature \_\_\_\_\_ Date: \_\_\_\_\_  
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61 Approval:

62 Mutual President: \_\_\_\_\_ Date: \_\_\_\_\_  
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