

# **HUNTINGTON CONTINENTAL TOWNHOUSE ASSOCIATION INC.**



## **RULES AND REGULATIONS**

# Huntington Continental Townhouse Association

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# **HUNTINGTON CONTINENTAL TOWN HOUSE ASSOCIATION**

## **INTRODUCTION**

Welcome to the Huntington Continental Townhouse Association.

Huntington Continental Town House Association is a California non-profit corporation. The purpose of the Association is to ensure that the Common Area, and any other Association maintained facility or amenity, will be maintained in an attractive manner for the enjoyment of all Members now and in years to come.

In order to protect and preserve these benefits, however, certain limitations and restrictions are placed on Members of the Association. These Rules and Regulations have been established by the Board of Directors of the Huntington Continental Townhouse Association, pursuant the CC&R's, with consideration given to providing each Member and resident the greatest enjoyment of the community, and its amenities, without infringing on other Members and their rights to the quiet enjoyment of their homes. The Board of Directors feels that you share in their efforts to maintain a quality community, improve property values, while maintaining a harmonious lifestyle.

It is the obligation of every resident to comply with the Association's Bylaws, CC&R's and Rules and Regulations. Homeowners who rent their units are responsible for the conduct of their tenants and their tenant's guests, including giving a copy of these Rules and Regulations to their renter. Non-compliance can only result in higher maintenance costs to the Association, and could result in a fine added to the homeowner's monthly statement. In this regard, levy of fines as a remedy for violations are not the exclusive remedy, and instead are in addition to and cumulative with all other available remedies at law or in equity.

Each Member is urged to carefully review these Rules and Regulations and retain them. In addition, it is the responsibility of each homeowner to ensure that any renters or residents are provided with a copy. For your convenience, various forms, applications, guidelines, map and maintenance responsibility matrix are included.

We trust that you will support these endeavors,

The Board of Directors

Huntington Continental Town House Association

# Huntington Continental Townhouse Association

## COMMON AREA

Common Area is defined as all properties within the Association except unit dwelling. This includes courtyards, landscaping, walkways, parking stalls, and recreational facilities.

Homeowners are responsible for the behavior of anyone residing in their home. Landlords are responsible for the action of their tenants. Parents are responsible for their children and their children's visiting friends. Both Homeowners and Landlords are responsible for any guests, tenants' guests, handyman or contractors that work on their premises. The responsibility will include payments for any imposed fines and/or financial reimbursement for damages to Association property resulting from their activity.

The following are strictly prohibited and can result in disciplinary action.

### **COMMON AREA RULES:**

1. Courtyards are for the quiet enjoyment of the neighborhood. Courtyards are not for the use as party locations. No inflatable jumpers or barbeques are allowed. Small children's tents and play apparatus, and temporary outdoor furniture is allowed but must be removed after use by 7:00 p.m. Sunday through Thursday and by 9:00 p.m. Friday and Saturday. Failure to do so may result in a fine up to \$250.00.
2. Association rules prohibit disturbing the peace with excessive noise at any time. For example, yelling, loud noises, music blaring, etc.
3. No advertising/business signs (except one "For Rent" or "For Sale" sign per unit (not more than five square feet) may be erected or displayed in windows. "For Rent" or "For Sale" and real estate information containers (for fliers) may be staked in a unit's front garden area of the owner's unit only. Open house signs may be put in the grass on the day of the event only. Signs cannot be taped or attached to any Association property.
4. Any type of Graffiti or Stickers on the Association property is not allowed. Failure to comply will result in a fine up to \$250.00 plus the cost of clean-up.
5. The Tot Lot Playground equipment and apparatus adjacent to Pools are for enjoyment of Homeowners and their guests. Guests and children must be accompanied by a resident of the complex and closely supervised by an adult. No bicycles, skateboards, razor scooters or powered mobile devices are allowed. **No pets** are allowed inside the Tot Lot Playground. No smoking is allowed within 25 feet of the tot lot area. Failure to comply will result in a fine up to \$1,000.00.
6. Patio/Yard Sales are held and sponsored by the Board of Directors annually. The dates are to be determined by the Board of Directors. Only Board sponsored yard sales are permitted in the complex.

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7. Patio Gates must be kept closed when not in use.
8. Climbing onto roofs of townhomes, carports, clubhouse and pool sheds for any purpose (for play and/or retrieving item(s)) is forbidden. Only contractors that are pre-approved by the Board or Management agent that are licensed may be on the roof at any time.
9. Removing or planting trees, shrubs, adding/removing concrete, installing wooden trellises, or structures except as approved by the Board of Directors is prohibited.
10. Exterior additions or alterations made to any building(s), walls, gates or structures are prohibited, except as approved by the Board of Directors.
11. Climbing or jumping any walls, trees, fences or shrubs is prohibited.
12. Fireworks, BB guns and the discharge of firearms are illegal and prohibited.
13. Any destruction to common area property such as signs, light fixtures, trees, shrubs, sidewalks, carports, throwing of mud, writing or painting on exterior walls or fences is prohibited.
14. No loitering on Association property.
15. No littering of courtyards or other common areas.
16. No solicitation and/or distribution of handbills, etc. are allowed. Unless it is pre-approved or sponsored by the Board of Directors.
17. Dumping of refuse (appliances, furniture, carpet, etc.) and/or items for sale or donation in the Common Area, and carports, this includes motor oil and paint, is prohibited. Failure to comply will result in a fine up to \$1,000.00, plus the cost of removal.
18. Motorcycles, electrically motorized boards, and motorized scooters may not be used on the sidewalks, walkways, grass, pool and clubhouse area(s).
19. Any type of Hardball, Frisbee or any other kind of toy or object which may cause any damage, is not allowed in the courtyards. Soft balls such as whiffle balls and Nerf balls are allowed; provided however, each Homeowner (i) is responsible and liable for the conduct of their children, guests, tenants, and occupants, and any damage done, and (ii) and responsible for ensuring noise levels remain low, so as not to disturb the neighbors. The Association has designated a play area next to Pool #1 (next to Clubhouse).

# Huntington Continental Townhouse Association

## PARKING

### CARPORT PARKING RULES:

1. The carports are not part of the individual dwelling. Carports are owned by the Association and their use by residents is subject to all rules set forth by the Board of Directors in accordance with CC&R's. **HCTA Parking Permits are not required for carport parking.**  
& CVC 22685 (a)
2. Each townhouse is assigned ONE carport, so please park only in your assigned space. Failure to comply may result in your vehicle being towed at the owner's expense.
3. Carports may be used to park motorized vehicles that are legally licensed and fully operational. One vehicle and one motorbike or motorized scooter may be parked in one carport only if (1) they do not interfere with the neighboring carport user's ability to get into and out of their owner vehicle(s), and to get their vehicles into and out of their carports; and (2) no vehicle, when more than one is parked in a carport, shall project into the street beyond the outer limit of the culvert running in the roadway outside the carports." *ALL VARIANCES NEED TO BE SUBMITTED TO THE BOARD OF DIRECTORS FOR REVIEW. Variances are granted per individual vehicle/license.* Failure to comply may result in fines up to \$250.00.
4. Any vehicle parked in the carports must be a motorized, operative vehicle. Trailers, boats, or commercial equipment are not permitted and are subject to tow at owner's expense.
5. Vehicles leaking excessive fluids, with flat tire(s), missing any major component of the vehicle, or without vehicle license plates in the carport are subject to tow.
6. Commercial vehicles, campers, or recreational vehicles are NOT permitted in the carport. A commercial vehicle is a vehicle with commercial equipment attached to the exterior of the vehicle, vehicles that contain any poisonous, harmful, hazardous or flammable chemicals in the exterior of the vehicle (example: the bed of truck). Change adopted 7/28/04.
7. Vehicles must not cross over painted lines in the carport.
8. Permit parking spaces; vehicles must park NOSE-IN ONLY.
9. No automobile repairs are permitted anywhere on the Association's property.
10. Going on vacation?. **If you have an additional car and need to park that car in permit parking for vacation purposes, please contact the Management Agent for permission and a safelist. Please allow at least 2 business days to process this request.** Otherwise, your vehicle could be mistaken as a stored vehicle and could be towed.

# Huntington Continental Townhouse Association

*Parking Continued...*

## **HCTA PERMIT PARKING RULES:**

1. Association parking spaces run perpendicular to the street. Specifically, these areas include the spaces in front of the clubhouse and Pool #1, the spaces to the east and south of Pool #2 and the spaces in back of the Association along Keswick Lane.
2. The HCTA Parking Permit must be hung from the mirror or be displayed prominently on the dashboard where it can be seen from the front windshield when parking in permit parking. If the permit is not hung from the mirror or displayed prominently on the dashboard in the appropriate manner, the vehicle is subject to tow at the owner's expense.
3. Vehicles must park "nose-in" ONLY in permit parking. There is no backing into these spaces and no variances will be allowed. Your parking permit will be revoked for not abiding by this rule and your vehicle is subject to tow at the owners expense without warning
4. The following vehicles will be cited and towed from the Association spaces, with or without a HCTA Parking Permit:
  - a. Trailers, boats, campers and/or recreational vehicles
  - b. Vehicles parked in the same parking space without being moved from the space for 96 hours or more. "Moved from the space" means vacating the space for an appreciable period of time for use of the vehicle (i.e., pulling out of the space and immediately back into the space does not qualify as moving the vehicle from the space)
  - c. Commercial vehicles – Commercial vehicles include, without limitation, vehicles that contain any poisonous, harmful, hazardous or flammable chemicals in the exterior portion of the vehicle (example: the bed of truck), and other vehicles which the Board determines are commercial in appearance. Permit parking spaces; vehicles must park NOSE-IN ONLY
  - d. Any falsification of an assigned parking permit can result in the revocation of privileges and fine up to \$250.00
5. Vehicles leaking excessive fluids, with flat tire(s), missing any major component of the vehicle or without vehicle license plates in permit parking spaces are subject to tow.
6. Vehicles must not cross over painted lines in the auxiliary space.

## **STREET PARKING RULES:**

1. All streets in the complex are City of Huntington Beach owned, and are subject to the Codes enforced by the City of Huntington Beach. Street sweeping is currently conducted by the City of Huntington Beach on the second and fourth Fridays of each month, but this could change, in accordance with appropriately posted notices in the entrances to the Huntington Continental Townhouse Association, Inc. property, that is Continental @ Brookhurst, Charring Cross @ Adams, and Keswick @ Cornwall. The number to report parking/driving infractions is 714- 960-8811.

H.B. Municipal Code 10.40.010-10.40.280

# Huntington Continental Townhouse Association

## *Parking Continued...*

2. Parking in fire lanes (red curbs) is strictly prohibited by the Fire Department Code. Vehicles parked in the fire lane or within 15 feet of a fire hydrant are subject to immediate tow. The number to report vehicles parked in the red zone is 714-960-8811.

H.B. Municipal Code 10.40.115

3. Huntington Beach Parking Enforcement Control will write a citation for any vehicle parked on the street over 72 hours.

H.B. Municipal Code 10.40.060

## **HCTA PARKING PERMIT RULES:**

1. Only ONE HCTA Parking Permit per unit will be issued to homeowners only. All previous permits will be voided. There is a fee of \$150 for a replacement Parking Permit. The owner is responsible to notify their tenants of the need for a HCTA Parking Permit to park in the Permit parking.
2. The HCTA Parking Permit is not valid for vehicles used for recreational or commercial purposes (motor homes, camper homes for trucks, trailers of any type, etc.)
3. The HCTA Parking Permit will not be issued to vehicles without verification of ownership to the Huntington Continental Town Homes Association address.
4. The HCTA Parking Permit must be hung in the vehicle or placed on the dashboard in the condition it is issued. If any portion of the Permit is tampered with or cut off, then the Permit is null and void and subject to tow.
5. The HCTA Parking Permit that is lost or destroyed may be replaced for a fee of \$150. It is the owner's responsibility to notify the Management Agent of lost or destroyed Permit.
6. The HCTA Parking Permit may be subject to revocation by the Board of Directors when the vehicle operator violates the Rules and Regulations.
7. Vehicles not displaying a HCTA Parking Permit or displaying a suspended, revoked or voided Permit will be subject to fine or will be towed at the owner's expense.
8. Each new owner is responsible to receive the parking permit from the previous owner in escrow. If they do not receive the permit then they can purchase one at the cost of \$150 after moving in.
9. If a homeowner purchases a new permit due to losing or not receiving a permit in escrow, the previous permit is not valid. Vehicles displaying voided permits are subject to immediate tow.



# Huntington Continental Townhouse Association

*Parking Continued...*



**This is an example of what a parking permit looks like.**

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## PETS

### **PET RULES:**

1. Dogs, cats and other household pets are permitted, provided they are not bred for commercial purposes.
2. City of Huntington Beach has a limit of three pets permitted per household.
3. Dogs must have current licenses and all household pets should be current on all vaccinations and should be neutered or spayed. Please contact Animal Control for more information. [www.OCpetinfo.com](http://www.OCpetinfo.com).
4. Dogs must be on a leash not exceeding 6 feet in length. Owners must be in control of their animals at all times. Failure to comply may result in a fine up to \$250.00.
5. Pets may not be leashed to a tree, bush, porch, staked to the ground, or other object in the common areas. Failure to comply may result in a fine up to \$250.00.
6. Pet owners are responsible for cleaning up their pet's waste. Failure to comply may result in a fine up to \$250.00.
7. Pet owners are in violation if any of their pets disturb the peace or comfort of residents, such as barking, howling, scratching, digging, squawking or aggressive behavior, etc. Failure to comply may result in a fine up to \$250.00.
8. Cats must be under the control of their owners at all times. Cat owners must not allow their pets to irritate neighbors by roaming onto neighbor's property, soiling patios, flowerbeds, climbing on vehicles and/or allowing cats to urinate or defecate on the carport roofs.
9. Animals that appear to be strays and/or unhealthy are subject to entrapment and removal from the premises by Animal Control or the Association.
10. Sweeping or hosing pet elimination's into the carports, streets or common areas presents a health hazard and is in violation of City of Huntington Beach Ordinance. If you have litter boxes, birdcages, etc. dump the soiled litter into a plastic bag and place it in your trash container. Dumping in flowerbeds, bushes, or other common areas is prohibited. Failure to comply may result in a fine up to \$250.00.
11. Residents may contact the Management Agent and the Orange County Animal Control (714) 935-6848 or [www.OCpetinfo.com](http://www.OCpetinfo.com) to report a constantly barking or unleashed dog, stray cats or any time there is a suspicion of animal abuse.
12. Feeding of stray and wild animals is strictly prohibited other than bird feeders. If a stray appears, call animal control. (714) 935-6848 or [www.OCpetinfo.com](http://www.OCpetinfo.com)

# Huntington Continental Pool Area Rules

The following rules are intended to keep Association facilities safe and open for all resident's use only. Residents are required to know and follow all rules. Facilities are monitored by patrol, cameras, and access cards. Any issues with rules or compliance can result in fines and/or access restriction as determined by the Board.

Residents understand there are known risks of general pool use and that there is no lifeguard provided by the Association. Use of common areas also has a level of risk associated with virus and other diseases which is unknown and, while the Association takes precautions to minimize the risk, there is no way for the risk to be entirely eliminated. Residents understand that **USE OF ASSOCIATION FACILITIES IS AT YOUR OWN RISK!**

- **Each Unit has ONE (1) Non-duplicating access card:** access requires signed rules and safety agreement on file.
  - Rules and Safety agreement may require renewal for continued access, as requested by HOA.
  - Owner is responsible for possession, transfer (in event of sale), and replacement.
  - Replacement fee is \$150. No exceptions.
  - Do not open the gate for anyone – owner will be responsible for their actions.
- **Hours 8am – 10pm:** Hours are subject to change or closure as necessary by Association.
  - Access Gates must remain closed and locked when not entering or exiting. Do not prop open.
- **UNDER 18 must be accompanied by an adult:** for adherence to rules/safety/etc.
  - Residents may be asked for verification at any time.
  - Association is not liable for any injuries.
  - Anyone entering the water must be dressed in swim attire. No wetsuits, no regular clothes.
  - Anyone under 18 must have an adult present at all times.
  - Swim Diapers are required for incontinent individuals. No 'normal' child or adult diapers in the water.
  - Owners are responsible for cleanup, damage, and closures related to any action or behavior of their residents and guests.
- **Guests are allowed but with restrictions:** Each unit is allowed maximum of 4 guests at any one time.
  - Address verification via ID can be requested (based on key card).
  - This includes anyone NOT living in your residence.
  - Owner is responsible for their residents, guests, resident's guests and any issues or damage.
- **Wading Pools are for young children and their supervising adult ONLY.**
- **NO SMOKING or VAPING.**
- **NO ALCOHOL or ILLEGAL SUBSTANCES or FIREARMS.**
- **NO GLASS:** bottles, containers, cups, etc.
- **NO WHEELS:** bikes, skateboards, scooters, etc. are not allowed.
  - Baby strollers and wheelchairs allowed.
- **Furniture and Umbrellas are provided by the Association:**
  - Do not misuse, remove, or damage any Association property.
  - Do not move any of the Association tables.
  - Close your umbrellas before leaving, it helps them last longer!
  - Residents may bring their own seating, but it cannot damage Association property.

- Life preservers and lifesaving hooks are for emergency use only.
- **Food is allowed:** ONLY at seating areas and tables.
  - Carry-in food only, no cooking in Association common areas. No grills.
  - Clean up after yourself. Mess attracts pests.
  - No food in, or near the water.
- **Toys and Inflatables:** Be aware of your surroundings and conscious of your neighbors.
  - If there are too many people present, please do not use.
  - If anyone asks you to stop, please respect that request.
  - No water balloons.
  - Do not leave your items at the facilities.
- **Spa areas:** Follow Capacity limits on the posted signs.
  - Be respectful of how long you stay and whether other residents want to use the spa.
  - Title 22 Section 65539 prohibits children less than 14 years of age from being in a spa unsupervised
- **Bathrooms:** please remember to use them regularly.
  - Damage can be associated to address based on key card access.
- **No bathing, washing, or cleaning of any kind in Association facilities.**
  - Soap can damage the infrastructure; residents will be responsible for cleanup costs and/or damage.
- **NO ANIMALS:** Service animals of residents are permitted with proper certification and signage.
  - Not allowed in water at all.
  - No guests are allowed with pets, service or otherwise.
- **NO Parties of any kind.**
- **Music must be kept at an appropriate level.** Please be conscious of your neighbors.
- **NO DIVING or RUNNING.**
- **NO Nudity at any time.**
- **Anyone with any disease, infection, open sores or wearing bandages is not permitted in the pool or spa water.**
- **Cleaning:** Common areas and surfaces are cleaned once per week by the Association.
  - Residents are required to clean before and after use of shared areas.
- **No Loitering permitted in the Association facilities.**
  - Residents must be using the areas appropriately or will be asked to leave.

Residents are encouraged to report any and all incidents witnessed to property management or patrol with date, time, location and picture (as possible) for follow up and enforcement.

# Huntington Continental Playground Rules

The following rules are intended to keep Association facilities safe and open for all resident's use only. Residents are required to know and follow all rules. Facilities are monitored by patrol, cameras, and access cards. Any issues with rules or compliance can result in fines and/or access restriction as determined by the Board.

Residents understand there are known risks of general playground and equipment use. Use of common areas also has a level of risk associated with virus and other diseases which is unknown and, while the Association takes precautions to minimize the risk, there is no way for the risk to be entirely eliminated.

**Residents understand that USE OF ASSOCIATION FACILITIES IS AT YOUR OWN RISK!**

- **Each Unit has ONE (1) Non-duplicating access card:** access requires signed rules and safety agreement on file.
  - Rules and Safety agreement may require renewal for continued access, as requested by HOA.
  - Owner is responsible for possession, transfer (in event of sale), and replacement if lost.
  - Replacement fee is \$150. No exceptions.
  - Do not open the gate for anyone – you will be responsible for their actions.
- **Hours 8am – 10pm:** Hours are subject to change or closure by Association.
  - Access Gates must remain closed and locked when not entering or exiting. Do not prop open.
- **UNDER 18 must be accompanied by an adult:** for adherence to rules/safety/etc.
  - Resident may be asked for verification at any time.
  - Association is not liable for any injuries.
  - Anyone under 18 must have an adult present at all times.
  - Owners are responsible for cleanup, damage, and closures related to any action or behavior of their residents and guests.
- **Guests are allowed but with restrictions:** Each unit is allowed maximum of 4 guests at any one time.
  - Address verification via ID can be requested (based on key card).
  - This includes anyone NOT living in your residence.
  - Owner is responsible for their residents, guests, resident's guests and any issues or damage.
- **Playground, Fitness equipment, Basketball court, Furniture and Shade are provided by the Association.**
  - All equipment is to be used as intended only. Improper use can result in injury or damage.
  - No dunking or hanging on the rim. Owner is responsible for damage.
  - Any issues can result in fines and/or loss of access.
  - Any damage or graffiti will be responsibility of the owner.
  - Residents may bring their own seating, but it cannot damage Association property.
- **NO SMOKING or VAPING.**
- **NO CLIMBING ASSOCIATION FENCES OR WALLS.**
- **NO ALCOHOL or ILLEGAL SUBSTANCES or FIREARMS.**
- **NO GLASS:** bottles, containers, cups, etc.
- **NO WHEELS:** bikes, skateboards, scooters, etc. are not allowed.
  - Baby strollers and wheelchairs allowed.
- **Food is allowed:** ONLY at seating areas and tables.
  - Carry-in food only, no cooking in Association common areas. No grills.
  - Clean up after yourself. Mess attracts pests.

- **Toys and Balls:** Be aware of your surroundings and conscious of your neighbors.
  - If anyone asks you to stop, please respect that request.
  - Do not leave your items at the facilities.
- **NO ANIMALS:** Service animals of residents are permitted with proper certification and signage.
  - No guests are allowed access with pets, service or otherwise.
- **NO Parties of any kind.**
- **Music must be kept at an appropriate level.** Please be conscious of your neighbors.
- **NO Nudity at any time.**
- **Anyone with any disease, infection, open sores, or bleeding is not permitted in the playground areas.**
- **Cleaning:** Common areas and surfaces are cleaned once per week by the Association.
  - Residents are required to clean before and after use of shared areas.
- **No Loitering permitted in the Association facilities.**
  - Residents must be using the areas appropriately or will be asked to leave.

Residents are encouraged to report any and all incidents witnessed to property management or patrol with date, time, location and picture (as possible) for follow up and enforcement.

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## RESIDENTIAL USE ENFORCEMENT POLICY

### 1. **Basic Policy on Enforcement Regarding Preserving Residential Use of Dwellings.**

An objective of this Enforcement Policy is to promote and seek compliance by Members with the Association's governing documents with respect to leasing or renting of Dwellings in the community in compliance with the residential use restrictions. If any Member fails to comply with any of the terms of this Policy, the Association shall be entitled to pursue all available remedies at law and in equity to compel compliance and recover damages. The provisions and enforcement remedies set forth herein apply to the subject matter in this Policy, notwithstanding any other provisions and procedures set forth in the Association's Rules and Regulations.

Preserving the residential nature of the development is an important interest in the community. Although members are permitted to lease their respective Dwellings, please be aware that Section 1 of the Association's Declaration of Restrictions ("Declaration") provides, in pertinent part, that the premises "are restricted to residential dwellings or apartments for residential uses." (Emphasis added.) This means that the Declaration does not permit use of the Dwellings for hotel, transient, or other short-term nonresidential purposes because that is contrary to a "residential" use.

In addition, Article VI of the Association's Bylaws provides the following with respect to leasing of the Dwellings in the community:

There shall be a mandatory registering of all tenant-residents by the Owner with the Association manager. All renter-tenants will be issued a copy of the rules and regulations pertaining to the Townhomes . . . Violation of the rules can be cause for cancellation of the rental agreement or lease. If any Owner, his Tenants, or Agent fail to comply with the Registration Rule, the Owner will be assessed up to but not more than \$250.00 on his maintenance payment due the month subsequent to his violation.

Therefore, the Declaration requires that each Dwelling may be leased, rented, or occupied in its entirety for residential purposes only, and not for any hotel, transient, time-share, vacation, or other short-term nonresidential purpose. Also, the Owner of the Dwelling ultimately shall be financially and legally responsible for the conduct of any lessees, renters, family members, guests, invitees, or other occupants of the Owner's Dwelling.

### 2. **No Short-Term Rental of Dwellings for Less Than Thirty (30) Days – This includes AirBnB, VRBO, Home Away or Craig's List.**

Any rental, lease, or other occupancy of a Dwelling for less than a period of thirty (30) consecutive days constitutes an impermissible nonresidential use of the Dwelling for transient or hotel purposes in violation of the Declaration.

Therefore, each Owner is prohibited from entering into any oral or written agreement to rent, lease, or use a Dwelling for time-share, hotel, or transient purposes for occupancy of a term of less than thirty (30) consecutive days. Such prohibited conduct includes, without limitation, entering into an oral or written agreement to rent, lease, or use the Dwelling, which on its face or by its terms may provide for an occupancy term of at least thirty (30) consecutive days, but which the Owner knows, or reasonably should know, the renter, lessee, occupant, or user of the Dwelling actually intends to occupy the Dwelling for a term of less than thirty (30) consecutive days. Also, the Board may determine that any other occupancy of a Dwelling that is less than a term of thirty (30) consecutive days (irrespective of the terms of any oral or written agreement), is a violation of the Declaration (excluding instances where an Owner

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owns a Dwelling as second home and the Owner periodically occupies the Dwelling for a term of less than thirty (30) consecutive days).

### **3. Minimum Requirements for Lease/Rental Agreements.**

Each Owner who leases his/her Dwelling shall do so by way of a written lease agreement. As noted above, each Owner is ultimately responsible for the conduct of the Owner's tenants; thus, it behooves each Owner who leases his/her Dwelling to comply with this Policy and include provisions in the Owner's lease agreement to minimize the Owner's exposure to liability arising from the conduct tenants and to include in the lease agreement all available remedies for action against tenants who violate any of the Association's Declaration, Bylaws, Rules and Regulations, Policies, Architectural Guidelines, or any other governing documents (collectively, the "Restrictions").

Therefore, in an effort to assist Owners with being empowered to take action against and evict, if necessary, tenants who violate the any provisions of the Restrictions, the Association requires each Owner who leases his/her Dwelling to include provisions in the lease agreement substantially in the form of the following:

- (a) Lessee shall not assign the lease or any interest therein or sublet the premises or any part thereof, or permit the use or occupancy of the premises by any person other than Lessee and any persons identified in the Lease Agreement as permissible occupants.
- (b) Lessee agrees that Lessee and all occupants of the premises shall be bound by and shall comply with all provisions of the Huntington Townhouse Association Inc.'s ("Association") Declaration of Restrictions ("Declaration"), Bylaws, Rules and Regulations, Policies, Architectural Guidelines, or any other governing documents (collectively, the "Restrictions"), concerning the use and occupancy of the premises and the Association common area property, and that Lessee shall control the conduct of all other occupants, guests and others visiting or residing at the leased premises in order to ensure compliance with the Restrictions. Lessee acknowledges receipt of a copy of the Restrictions. Any violation of the Restrictions or attempt to assign or sublet the premises shall be a default under the Lease Agreement and this Lease Addendum, and Lessor shall have the right to terminate the Lease Agreement without liability and to evict the Lessee and all other occupants in accordance with California law.

### **4. Notice to Association of Lease/Rental Agreements.**

Within seven (7) days after executing, or otherwise entering into, a lease, rental, or other agreement for the lease, rental, occupancy, or use of a Dwelling, the Owner shall provide the Association's managing agent the name of the lessee, renter, occupant, or user of the Dwelling and all other persons occupying the Dwelling, and a copy of the lease, rental, or other agreement evidencing the Owner's permission for such lessee, renter, occupant, family member, guest, or other person, to occupy or use the Dwelling.

### **5. Enforcement and Fine Schedule for Violations of This Policy.**

Any violation of the foregoing restrictions is considered an egregious breach of the Declaration and violation of the residential use limitations contemplated under the Declaration. The fine schedule set forth herein shall control for any violations of this Policy, notwithstanding any other provision of the Restrictions. In developing the fine schedule for violations of this Policy, the Board considered that an Owner may receive a significant sum of money for short-term leasing of a Dwelling for less than a period of ninety (90) days in violation of the Declaration. Thus, in recognition of this fact, together with the



# Huntington Continental Townhouse Association

strong policy of wishing to preserve the residential use of the Dwellings, and as a disincentive against violations, and to prevent an Owner from profiting from violating the Declaration, the Board, in its discretion, may levy a fine (as a monetary penalty) against an Owner for violations of the residential use restriction in the Declaration according to the following schedule:

<b>First Offense:</b>	<b>\$1,000.00</b>
<b>Second Offense:</b>	<b>\$2,000.00</b>
<b>Third Offense:</b>	<b>\$3,500.00</b>
<b>Fourth Offense:</b>	<b>\$5,000.00</b>

A fine in the amount of \$250.00 may be imposed for failure to timely register a tenant with the Association's managing agent as required pursuant to Article VI of the Bylaws.

The foregoing fines shall be in addition to any other disciplinary action or remedies available to the Association (after providing the Owner notice and an opportunity for a hearing). The foregoing shall not be construed to limit or restrict the Association from immediately proceeding with filing legal action or pursuing other available enforcement action to remedy a violation. Failure to comply with any of the other provisions of this Policy (e.g., the lease agreement requirements) shall subject the responsible Owner(s) to monetary fines in accordance with the Association's regular Fine Schedule contained in the Rules and Regulations and/or all other the remedies provided under the Restrictions or otherwise authorized in law or in equity.

# Huntington Continental Townhouse Association

## TRASH

Regular trash collection is Friday of every week. Trash containers may not be placed out for collection prior to 6:00 p.m. on the day before collection. Observed holidays may change the regular pick up day, so please call Republic Disposal at (714) 847-3581 for the correct day, for that particular week.

### **TRASH RULES:**

1. Garbage and recycling cans are provided by Republic Disposal. Each resident must have enough trash containers to hold one-weeks' worth of refuse. (714) 847-3581.

#### **Attached & High Density Residences**

Most residents living in attached homes will receive two (2) 65-gallon carts:

- One (1) Brown Cart for Trash Service
- One (1) Blue Cart for Recyclables Service

#### **What if I need extra capacity?**

An additional cart request for recyclables and/or green waste upon review may be delivered free of charge. Residents must use their additional carts on a regular basis. Unused extra carts must be returned to Republic. An additional trash cart will be available for a one-time service charge of \$75.

#### **What if my carts are too big?**

If you do not have the space to move the 95-gallon carts through your gateway, 65-gallon carts are available by request. To request a change to your cart selection, please contact Republic. In specific circumstances, 35-gallon carts are available for those with a demonstrated need.

2. Residents are allowed four free scheduled pick-ups of any one large item (furniture or appliance) per year, excluding televisions, computer monitors, and hazardous material. Arrangements for a large pick up's must be made in advance by calling Republic Disposal directly. Republic refers to this as the 10/4 Pick-up Program.

#### **The 10/4 Pick-Up Program for Bulky Items and Periodic Extra**

Republic offers a 10/4 Pick-up Program where single family residents\* may set (10) items four (4) times per year.

#### **Items qualifying for collection under this program include:**

- Furniture, mattresses and box springs, area rugs (rolled and secured, not to exceed 6' in length)
- Household appliances –range, over, cook top, refrigerator, dishwasher, water heater, clothes washer or dryer, trash compactor.
- Pool equipment
- Moving boxes and shipping cartons in excess of Recycle Cart capacity
- Bagged trash in excess of Trash Cart capacity- not to exceed 40 lbs. per bundle
- Securely bundled palm fronds, or tree trimmings/branches in excess of Green exceed 4 ft. in length and 40 lbs. per bundle.

# Huntington Continental Townhouse Association

## **Items that are not eligible under this program include:**

- Universal and Hazardous waste items. Please visit <https://www.sccgov.org/sites/rwr/hhw> to find the items you can drop off for disposal at no charge.
  - Remodeling items such as intact vanity cabinets, sinks, toilets, bathtubs, intact windows and doors; cast iron tubs.
  - Construction and demolition waste items, include: roofing, lumber, concrete, masonry, stucco, tile, carpet cuts, remnants, or pull-ups. You must call (714) 847-3581 to schedule a 10/4 pick-up. (\*Multi-family residents are not eligible for the 10/4 program).
3. All trash containers are to be returned to the patio by 10:00 p.m. following trash pickup. (i.e.; the same day of trash pick-up)
  4. Republic will not pick up plywood, construction material, paint, used motor oil or household hazardous wastes.
  5. The Association shall bill Homeowners for removal of any of the Homeowners uncollectible discards from the street or common areas. No dumping of trash or personal items is allowed. Failure to comply will result in a fine of \$1,000.00 in addition to the cost of removal and disposal of items.
  6. Scavenging through trash placed out for collection poses a health hazard to the community and is prohibited by the City of Huntington Beach. The Association will cite residents who forage through their neighbor's trash.
  7. No trash/recyclables shall be allowed to accumulate in patios. Recyclables must be emptied on a regular basis or at least a monthly basis. Storing recyclables may attract rodents, flies and other pests. Failure to comply will result in a fine up to \$250.00
  8. Trash receptacles or trash cannot be stored in carports or any other common areas of the Association. Common examples of unacceptable items are carpet, boxes, motor oil, toys, etc.
  9. Dumping garbage on the Association property is not allowed. Failure to comply will result in a fine up to \$1,000.00 in addition to the cost of removal and disposal of items
  10. Trash receptacles must be marked with your carport number in paint or a permanent marker.

# HUNTINGTON CONTINENTAL TOWNHOUSE ASSOCIATION

## CLUBHOUSE RESERVATION APPLICATION

This entire form is required to be filled out and sent to reserve the clubhouse.

The Huntington Continental Clubhouse is for the personal use of homeowners and tenants in the community and their invited guests.

### CLUBHOUSE RULES: \*initial after each\*

1. Clubhouse rental fee is \$100. A separate REFUNDABLE deposit of \$300 is required. \_\_\_\_\_
2. A rental application acknowledging all rules will be required to get reservation. \_\_\_\_\_
3. If Tenant wants to rent clubhouse, owner approval is required. \_\_\_\_\_
4. A pre and post inspection will be required with security personnel. \_\_\_\_\_
5. Any costs for damages will be deducted from the deposit. If damages exceed the deposit the additional cost will be assessed to the owner's HOA account. \_\_\_\_\_
6. Smoking/Vaping and/or drinking alcoholic beverages will result in forfeiture of entire deposit \_\_\_\_\_
7. Cancellation policy = 48hrs for full refund \_\_\_\_\_
8. Rental Hours = 2pm to 10pm Sun-Sat \_\_\_\_\_
9. An adult homeowner must be present for the duration of the event. \_\_\_\_\_
10. Private parties ONLY. Any commercial, business or religious activities are NOT allowed for any reason. \_\_\_\_\_
11. Attendance limited to 50 people. \_\_\_\_\_
12. Parking is not allowed in the permitted spaces or the personal carports of our residents, towing is at owner expense. \_\_\_\_\_
13. Rental area includes main room, side room, kitchen, restrooms and front/back patio. \_
  - a. **Pool privileges are not included with Clubhouse rental!** \_\_\_\_\_
  - b. **Fireplace does not work and is not to be used for any reason!** \_\_\_\_\_
14. No live music or DJ's. Personal sound device is allowed as long as it does not cause a disturbance to residents. If determined unreasonable, or complaint is made, music must be turned down. All music must be turned off no later than 10pm, or upon request. \_\_\_\_\_
15. Use of nails or tacks on any surface is strictly forbidden. Only tape is to be used, and must be removed without causing damage. \_\_\_\_\_
16. If food service is being provided, table coverings must be used. \_\_\_\_\_
17. Homeowner's are responsible for their guests and making sure ALL HCTA Rules and Regulations are followed. \_\_\_\_\_
18. Deposit can partially, or fully, withheld if any of these rules are broken or damage occurs. \_\_\_\_\_
19. No animals, except for Certified Service Animal, are allowed in the clubhouse. \_\_\_\_\_

**Closing out your rental properly is required for any return of refund:**

1. Post event Checklist must be completed with security same day of rental. No later than 10:30pm if you're event runs until closing, otherwise immediately after event. \_
2. Clubhouse is to be cleaned immediately following the event, all personal items, food, etc. must be removed. \_\_\_\_\_
3. All decorations must be removed and thrown away. \_\_\_\_\_
4. Trash is to be placed in sturdy plastic bags, tied off and placed outside kitchen door. \_\_\_\_\_

For any questions regarding the clubhouse rental you can contact Optimum Property Management at (714) 508-9070 during normal business hours, or Property Manager, Maggie Rahm, [mrahm@optimumpm.com](mailto:mrahm@optimumpm.com)

I \_\_\_\_\_ living at(address) \_\_\_\_\_ agree to all of the rules and guidelines set forth and I have acknowledged each by my initial on this document.

\*\*if you are a tenant, owner approval is required.

Sign \_\_\_\_\_

Date \_\_\_\_\_

# HUNTINGTON CONTINENTAL TOWNHOME CLUBHOUSE RESERVATION APPLICATION

Name of Applicant\_\_\_\_\_

Name of Owner (if applicant is tenant)\_\_\_\_\_

**\*\*owner approval is required. Can be sent via email**

Property Address\_\_\_\_\_

Phone Number (Prefer cell)\_\_\_\_\_

Email (applicant)\_\_\_\_\_

Email (owner)\_\_\_\_\_

## Event Information

Date Requested for Event\_\_\_\_\_No. of Guests\_\_\_\_\_

Rental Time (From setup to tear down) \_\_\_\_\_

Type of Event (Birthday, Baby/Wedding shower) \_\_\_\_\_

Please fill out this form entirely and send two checks (One for the rental fee \$100; one for the damage deposit \$300) made payable to Huntington Continental Townhome Association.

Once your application is received a representative from KPPM will contact you for confirmation and any further instructions. Pre/post inspection will occur before and after with HCTA Management and/or Patrol.

**Once completed please mail 3-page Application and (2) checks to:**

Huntington Continental C/O OPPM – 230 Commerce Suite 250, Irvine, CA 92602

# HUNTINGTON CONTINENTAL TOWNHOUSE ASSOCIATION

## Clubhouse Rules and Regulations

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3. If Tenant wants to rent clubhouse, owner approval is required.
4. A pre and post inspection will be required with security personnel.
5. Any costs for damages will be deducted from the deposit. If damages exceed the deposit the additional cost will be assessed to the owner's HOA account.
6. Smoking/Vaping and or drinking alcoholic beverages will result in forfeit of entire deposit
7. Cancellation policy = 48hrs for Full refund
8. Rental Hours = 12pm to 10pm Sun-Sat.
9. An adult homeowner must be present for the duration of the event.
10. Private parties ONLY. Any commercial, business or religious activities are NOT allowed.
11. Attendance limited to 50 people.
12. Parking is not allowed in the permitted spaces or the personal carports of our residents.
13. Rental area includes main room, side room, kitchen, restrooms and front/back patio.
  - a. ***Pool privileges are not included with Clubhouse rental!***
  - b. ***Fireplace does not work and is not to be used for any reason!***
14. No live music or DJ's. Personal sound device is allowed as long as it does not cause a disturbance to residents. If determined unreasonable, or complaint is made, music must be turned down. All music must be turned off no later than 10pm, or upon request.
15. Use of nails or tacks on any surface is strictly forbidden. Only tape is to be used, and must be removed without causing damage.
16. If food service is being provided, table coverings must be used.
17. Homeowner's are responsible for their guests and making sure ALL HCTA Rules and Regulations are followed.
18. Deposit can partially, or fully, withheld if any of these rules are broken or damage occurs.
19. No animals, except for Certified Service Animals, are allowed in the clubhouse.

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2. Clubhouse is to be cleaned immediately following the event, all personal items, food, etc., must be removed.
3. All decorations must be removed and thrown away.
4. Trash is to be placed in sturdy plastic bags, tied off and placed outside kitchen door.

# Huntington Continental Clubhouse Rental Checklist

Pre- and Post-inspection to be completed day of reservation with HCTA patrol.

Please treat the community clubhouse as you would your own home.

<b>DATE and TIME:</b>			<b>AFTER</b>	
<b>RENTER Full name:</b>				
<b>HCTA REPRESENTATIVE:</b>				
	Initial	Initial		Initial
	BEFORE (Renter)	BEFORE (HCTA)		AFTER (Renter)
				AFTER (HCTA)
<b><u>Kitchen</u></b>				
Counters and sink clean				
Fridge empty and clean				
Trash gathered, tied off and put outside				
Floors clean				
Cabinets clean				
Microwave clean				
Drawers empty and clean				
<b><u>Main Room</u></b>				
Trash gathered/tied off and put outside				
TV works, no damage, turned off				
Chairs put away (x18) no damage				
Tables put away (x3) no damage				
Bar Stools (x4)				
Floor clean and no damage				
Blinds/windows closed & locked				
Fans turned off				
Instruction book accounted for				
Fireplace clean and not used				
Walls no damage. Decoration removed				
Couches no damage or stains				
Coffee Table no damage				
Side table and lamps (x2)				
Flags (x2)				



PAGE 2	BEFORE	BEFORE		AFTER	AFTER
	(Renter)	(HCTA)		(Renter)	(HCTA)
<b><u>Restrooms</u></b>					
Men's room clean & toilet flushed					
Women's room clean & toilets flushed					
No damage					
<b><u>Side Room (If Used)</u></b>					
Clean and straightened up (as needed)					
Tables put to side of room					
All windows locked					
Blinds closed					
Fans and lights turned off					
No damage					
Folding Tables (x7)					
Metal Folding chairs (x26)					
Wood Chairs (x13)					
<b><u>Remotes ETC</u></b>					
Fan Remote (x4)					
Television Remote (x1)					
HDMI Cable (x1)					
All remotes locked in kitchen drawer					

IF NEEDED NOTE ANY DAMAGE:

Please sign after POST INSPECTION IS COMPLETE. Renter is encouraged to take a picture of this as HCTA will retain hard copy.

RENTER: \_\_\_\_\_

HCTA Representative: \_\_\_\_\_

# Huntington Continental Townhouse Association

IF YOU, THE OWNER LIVE IN THE UNIT PLEASE PRINT YOUR NAME AND ADDRESS AND  
INITIAL HERE \_\_\_\_\_

Unit Name: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

## HOMEOWNERS COMPLETE THE BOTTOM PART OF THIS DOCUMENT.

**HOMEOWNERS ARE REQUIRED TO REGISTER TENANTS:** If an unrecorded leasing tenant is discovered, Management will notify the Owner in writing of the violation of the rental requirement and the Owner will have 15 days to supply the rental information to the Management Agent at 16775 Von Karman Ave., Suite 100, Irvine, CA 92606. If the Owner fails to provide rental information to Management within the 15 day period, a fine in the amount of \$25.00 will be assessed to the Owner of the property. The amount will appear on the Owners regular monthly statement.

I acknowledge that my tenant's and I have executed a written rental, lease or tenancy agreement that includes an express provision that is subject in all respects to the provisions of the Association CC&R's By-Laws and Rules & Regulations, and that any failure by the lessee or tenant to comply with the terms of such documents shall be default under the agreement.

I acknowledge that my tenants have received and read a copy of the Association's Rules & Regulations.

I acknowledge that I am fully responsible to the Association for the conduct of my tenants and my tenants' guests.

I acknowledge that there is a charge of \$150.00 for a replacement pool key/card. The pool key/card is not to be loaned to any other adult individual other than listed, or to be in possession of any of the named persons under the age of 18 years. Other residents of Huntington Continental Townhomes Association are NOT to be considered a guest. Posted pool rules must be obeyed in the pool area.

I acknowledge that a specific carport is assigned for my use and that I may not do mechanical work on my vehicle(s) in the carport areas, and that any vehicle I park there must be properly licensed and is in operating condition. I also acknowledge that the Association issued parking permits must be displayed on any vehicle I park in any of the Association private areas and that vehicle(s) that do not display authorization permits may be towed at any time.

I relinquish my rights, as property owner and member of the Association, to the use of the Association's recreational area and facilities, so that my tenant(s) residing at \_\_\_\_\_ may use said areas and facilities.

DATE OF AGREEMENT: \_\_\_\_\_ LENGTH & TERM OF AGREEMENT \_\_\_\_\_

HOMEOWNERS OWNER'S NAME: \_\_\_\_\_

HOMEOWNER'S OWNER'S HOME ADDRESS: \_\_\_\_\_  
\_\_\_\_\_

HOMEOWNERS OWNER'S TELEPHONE # \_\_\_\_\_

This is the Tenant registration form. Homeowners who rent or lease their unit must fill out this portion of the form in addition to the prior page. Both homeowner and tenant signatures are required.

# Huntington Continental Townhouse Association

## TENANT INFORMATION

**Important Note:** Name of all Tenants and dependent children for your residence must be provided by you. It is your responsibility to keep these names current. Only the names of tenants submitted by you will be eligible for recreational area and facilities privileges. Do not list anyone that does not reside in your residence.

NAME OF TENANTS AS THEY APPEAR ON THE LEASE: \_\_\_\_\_  
\_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_

NAMES OF OTHER TENANTS AND  
DEPENDENTS LIVING AT SAME  
ADDRESS:

BIRTH DAY (MONTH & YEAR) IF UNDER  
18 OR AGE IF OVER 18:

_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

-----  
I acknowledge that I have received and read the Rules & Regulations and agree to abide by them.

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

TENANT'S SIGNATURE: \_\_\_\_\_

I verify that the above information is completed and accurate and that the above person resides at said property.

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

HOMEOWNER'S SIGNATURE: \_\_\_\_\_

When completed, mail to:  
**Huntington Continental Townhouse Association**  
**C/O Optimum Property Management**  
**230 Commerce, Suite 250**  
**Irvine, CA 92602**

# Huntington Continental Townhouse Association

## HOMEOWNER INSURANCE POLICY

I HAVE A HOMEOWNER INSURANCE POLICY FOR THE STRUCTURE OF MY BUILDING AND WITH THE FOLLOWING CARRIER:

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Name of the Insurance Carrier

---

Policy Number

---

Homeowner Signature

---

Address

Mail to:       Huntington Continental Townhouse  
                  Association C/O Optimum Property  
                  Management  
                  230 Commerce, Suite 250  
                  Irvine, CA 92602

# Huntington Continental Townhouse Association

## REQUEST TO ADDRESS THE BOARD OF DIRECTORS

### Huntington Continental Townhouse Association

Homeowner ☐      Tenant ☐      Leasing Agent ☐      Other: \_\_\_\_\_

**Note: Tenants are not allowed to address the Board.**

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

Name: \_\_\_\_\_

Property Address: \_\_\_\_\_

Mailing Address: \_\_\_\_\_

Daytime Contact Phone #: \_\_\_\_\_

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*If this is a request for service which does not require a decision of the Board, it will be given to the Management Agent to handle in the normal course of business. Due to the time restraints for business meetings, the Board may take any or all matters under advisement or it may be submitted to a committee for consideration. You will be advised how the matter will be addressed.*

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# Huntington Continental Townhouse Association

## MAP OF COMPLEX

