

HUNTINGTON CONTINENTAL TOWN HOUSE ASSOCIATION, INC.



RULES AND REGULATIONS

Huntington Continental Townhouse Association

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HUNTINGTON CONTINENTAL TOWNHOUSE 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

ARCHITECTURAL REGULATIONS

The Architectural Committee is comprised of the Board of Directors elected by the homeowners of the Huntington Continental Townhouse Association. The goal of the Architectural Committee is to encourage upgrading of individual property, ensuring that any changes will enhance the property values of the whole community. Style, building material, and color are the main components that the committee reviews. All other structural elements are left to compliance with city and state regulations. Cost incurred with improvements are the responsibility of the homeowner.

1. Prior to making any changes to the exterior of your townhouse, homeowners must fill out an Architectural Request Form, and return it to property management for Committee approval. The homeowner must provide a detailed description of the change, including drawings with measurements, contractor's license number, and any brochures or product information.

CC&R #7

2. Notice of approval or denial will be provided in writing within 30 days following receipt of completed application and backup information.

CC&R #7

3. The request must comply with the current City zoning and building codes.

CC&R #7

4. Approval of any improvement by the Board does not waive the necessity of obtaining the required city permits. The homeowner is responsible to obtain any permits.

CC&R #7

5. Any damage done to the structure or common areas caused by the improvement is the homeowner's responsibility. This damage will be repaired by the Association and their contractors and billed to the homeowner responsible.

CC&R #7

6. Forms must be filled out regardless of similar changes in the community.

CC&R #7

7. If an Architectural Request Form is not filled out before changes are made, a fine may be levied and the homeowner may be required to replace his modification and pay any litigation costs.

CC&R #7

8. House numbers must be visible on the front of the unit (for mail delivery) and on the patio gate for emergency vehicles to locate residence). If unit house numbers are missing or in need of repair, please contact the Management Agent.

CC&R #1

9. No structure of a temporary character, such as: trailers, campers, tents, shacks, carports or other outbuildings shall be used on any lot or in the common areas, at any time, as a residence either temporary or permanently.

CC&R #1

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10. One "For Sale" or "For Rent" sign and/or one information container (for fliers) per unit not more than five square feet, which may be erected/staked in the front garden or displayed inside of a window of the owner's unit only. You may display alarm company signs and/or stickers in your front window or staked in your front garden.

CC&R #3

11. All exterior utility lines or wires are prohibited.

CC&R #7

12. The Board of Directors shall allow no exterior obstructions of any nature on the buildings without prior consent and approval. Satellite dishes may not be placed on the roofs or on the stucco, and must be placed in the rear eaves, the homeowners fence or shed of the townhouses with all wiring concealed under the eaves, or free standing in the patios. Contact the Management Agent for a copy of the Satellite Dish policy.

CC&R #7

13. No exterior changes, additions, fences, or ledges shall be erected, except by the Association, until plans and specifications are approved by the Board of Directors.

CC&R #7

14. Changing or altering any exterior paint colors are strictly prohibited.

CC&R #7

15. Patio covers or other exterior modifications must have Board of Directors written approval.

CC&R #7

16. Window coverings may include draperies, curtains, mini blinds, vertical blinds, shades, shutters or other coverings intended specifically for windows. Sheets and aluminum foil are not permitted to be used as window coverings. All window coverings must be kept in excellent condition.

CC&R #7

17. All windows are required to be covered by external screens.

CC&R #7

18. All windows, screens, screen doors, doors and patio covers must be kept in excellent repair at all times or be repaired or replaced by the homeowner.

CC&R #7

19. Air conditioners may be installed in windows only, if a Plexiglass sealer surrounds the area around the air conditions and the air conditioner is properly supported. Air conditioners may not be installed within the stucco of the building. Air conditioners require architectural approval.

CC&R #7

20. Any furniture placed on the front porches must be manufactured specifically for outdoor use and be in good repair. Upholstered sofas, chairs or other types of interior furniture are prohibited.

CC&R #7

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21. All clotheslines, equipment, garbage cans, woodpiles, storage piles, etc., must be kept on the patio and out of view from the street.

CC&R #5

22. Clothing, towels, rugs/carpets, sleeping bags, etc., may not be hung to dry outside.

CC&R #7

23. No visible items are permitted on top of the patio sheds or on top of the carport sheds. This includes using the top of the patio shed as a storage area.

CC&R #7

24. No items that are higher than the fences may be stored in the patios. This includes plants on the walls, etc. No unsightly objects, plants with inappropriate drainage capabilities, appearances or nuisance shall be erected; placed or permitted to remain on any lot.

CC&R #3, 7

25. Holiday decorations are permitted to be put up three (3) weeks prior to the holiday and all decorations must be removed within ten (10) days following the holiday.

CC&R #7

26. Patio gates must be closed when not in use.

CC&R #7

27. Requests for improvements, including Air Conditioners, doors, windows, etc., must be submitted to the Board of Directors in writing on the Home Improvement Application, and must be approved by the Board of Directors prior to being started by the homeowner.

CC&R #7

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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.

CC&R #1 & 3

2. Association rules prohibit disturbing the peace with excessive noise at any time. For example, yelling, loud noises, music blaring, etc.

CC&R # 3

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.

CC&R # 3

4. Any type of Graffiti or Stickers on the Association property is not allowed. Sidewalk Chalk is permitted but must be removed after use and no later than 7:00 pm on the same day. Failure to comply will result in a fine up to \$250.00 plus the cost of clean-up.

CC&R #7 (c)

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 \$250.00.

CC&R #7 (c)

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.

CC&R #7

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7. Patio Gates must be kept closed when not in use.
CC&R #3 & 7 (c)
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.
CC&R #3 & 7 (c) (h)
9. Removing or planting trees, shrubs, adding/removing concrete, installing wooden trellises, or structures except as approved by the Board of Directors is prohibited.
CC&R #7 (g)
10. Exterior additions or alterations made to any building(s), walls, gates or structures are prohibited, except as approved by the Board of Directors.
CC&R #7 (g)
11. Climbing or jumping any walls, trees, fences or shrubs is prohibited.
CC&R #3 & 7 (c) (g)
12. Fireworks, BB guns and the discharge of firearms are illegal and prohibited.
CC&R #3
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.
CC&R #7 (c)
14. No loitering on Association property.
CC&R #3
15. No littering of courtyards or other common areas.
CC&R #3 & 7 (c)
16. No solicitation and/or distribution of handbills, etc. are allowed. Unless it is pre-approved or sponsored by the Board of Directors.
CC&R #7 (c)
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 \$250.00, plus the cost of removal.
CC&R #3 & 7 (c)
18. Motorcycles, electrically motorized boards, and motorized scooters may not be used on the sidewalks, walkways, grass, pool and clubhouse area(s).
CC&R #3 & 7 (c)

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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).

CC&R #3 & 7 (c)

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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.**
CC&R #7(b) (i) & 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.
CC&R #7(b) (i) & CVC 22685 (a)
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.
CC&R #7(b) (c) & CVC 22685 (a)
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.
CC&R #7(b) (c) & CVC 22685 (a)
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.
CC&R #7(b) (c) & CVC 22685 (a)
7. Vehicles must not cross over painted lines in the carport.
CC&R #7(b) & CVC 22685 (a)
8. Permit parking spaces; vehicles must park NOSE-IN ONLY.
CC&R #7(b) & CVC 22685 (a)
9. No automobile repairs are permitted anywhere on the Association's property.
CC&R #7(b) (c) & CVC 22685 (a)
10. Going on vacation? If you must leave your vehicle in the carport for an extended period, contact the Management Agent. **Also, 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. 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.

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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.
CC&R #7(b) & CVC 22685 (a)
2. The HCTA Parking Permit must be hung from the mirror when parking in permit parking. If the permit is not hung from the mirror in the appropriate manner, the vehicle is subject to tow at the owner's expense.
CC&R #7(b) & CVC 22685 (a)
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.
CC&R #7(b) & CVC 22685 (a)
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
CC&R #7(b) (c) & CVC 22685 (a)
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.
CC&R #7(b) (c) & CVC 22685 (a)
6. Vehicles must not cross over painted lines in the auxiliary space.
CC&R #7(b) (c) & CVC 22685 (a)

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

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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.

CC&R #7 (b) (c) & CVC 22685 (a)

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.)

CC&R #7 (b) (c) & CVC 22685 (a)

3. The HCTA Parking Permit will not be issued to vehicles without verification of ownership to the Huntington Continental Town Homes Association address.

CC&R #7 (b) (c) & CVC 22685 (a)

4. The HCTA Parking Permit must be hung in the vehicle in the condition it is issued. If any portion of the Permit is tampered with or cut off, or the Permit, is not hung from the rear view mirror then the Permit is null and void and subject to tow.

CC&R #7 (b) (c) & CVC 22685 (a)

5. The HCTA Parking Permit that is 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.

CC&R #7 (b) (c) & CVC 22685 (a)

6. The HCTA Parking Permit may be subject to revocation by the Board of Directors when the vehicle operator violates the Rules and Regulations.

CC&R #7 (b) (c) & CVC 22685 (a)

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.

CC&R #7 (b) (c) & CVC 22685 (a)

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.

CC&R #7 (b) (c) & CVC 22685 (a)

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.

CC&R #7 (b) (c) & CVC 22685 (a)

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Huntington Continental Townhouse Association

Parking Continued...



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

Huntington Continental Townhouse Association

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.
CC&R #2 & OCCO Article 4 Sec. 4.1.76
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.
OCCO Article 4 Sec 4.1.70
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.
OCCO Article 2 Sec 4.1.45
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.
OCCO Article 2 Sec 4.1.50 & 4.1.51
6. Pet owners are responsible for cleaning up their pet's waste. Failure to comply may result in a fine up to \$250.00.
OCCO Article 2 Sec 4.1.50
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.
OCCO Article 2 Sec 4.1.48
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.
CC&R #7 (c) & OCCO Article 2 Sec 4.1.49
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.
CC&R #7 (c) & OCCO Article 2 Sec 4.1.48
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.
OCCO Article 2 Sec 4.1.50
11. Residents may contact the Management Agent and the Orange County Animal Control (714) 935-6848 or www.OCpetinfo.com to report a constantly barking or unleashed dog, stray cats or any time there is a suspicion of animal abuse.
CC&R #2 & 7 (c)
12. Feeding of stray animals is strictly prohibited. If a stray appears, call animal control. (714) 935-6848 or www.OCpetinfo.com
CC&R #2

Huntington Continental Townhouse Association

POOLS AND SPAS

NO LIFEGUARDS ARE ON DUTY

PARENTS ARE RESPONSIBLE FOR THEIR CHILDREN AT ALL TIME

POOL & SPA RULES :

1. Only **ONE NON-DUPLICATING** Pool key/card is issued per townhouse. If keys/card were originally issued, the responsibility is on the Townhouse homeowner to transfer the key/card along with the house keys (in the event the Townhouse Unit is sold), to the new homeowner. Homeowners are responsible for making their own arrangements by which their tenants will be allowed to use the key/card. The Association will not issue or sell keys/cards to tenants. The fee for a replacement key/card is \$150.00.
2. Do not open the gate for anyone without a key/card.
3. Gate is to remain closed and locked at all times. Use your key/card to unlock the gate in order to get in or out of pool areas. Do not prop the gate open with any object.
4. Pools are open from 8:00 a.m. until 10:00 p.m. Pool hours are subject to change, contact Management Agent for correct hours.
5. Clubhouse parties do not have access to the pool area.
6. Hairpins, combs and/or other objects must be removed before the wearer goes swimming.
7. **All children under 14 years of age entering either pool or spa area must be accompanied and supervised by an adult homeowner. NO EXCEPTIONS. A parent has to be inside the Jacuzzi area with a child under the age of 14. You may not prop open the gate so you may view your child from the pool area. Title 22 Section 65539 prohibits children less than 14 years of age from being in a spa unsupervised.**
8. Each townhouse may have up to 5 guests in the pool area at any one time. Guests must be accompanied by an adult homeowner (18 and over). Any nuisance, disturbance or damage caused by a guest while in the pool area and/or to pool equipment or pool furniture will be the homeowner's responsibility. The maximum number of people allowed in the spa area (and not in the pool) is two (2).
9. Wading pools are for the enjoyment of infants and toddlers only who are supervised by an adult. The adult responsible for the child may be in the wading pool with their child. Adults may not use the wading pool, except for the purpose of supervising a child.
10. The age restrictions are for safety purposes and will be strictly enforced as stated in rules #7 & #8 above.
11. Individuals swimming in the pools areas must wear appropriate swimming attire at all times. No sandy wet suits are permitted.
12. Swimmers with incontinence or bladder control issues must wear appropriate watertight attire. No regular disposable diapers are allowed. Persons having currently active diarrhea or who have had active diarrhea within the previous 14 days shall not be allowed to enter the pool or spa water. Failure to comply will result in a fine of \$250.00.

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13. Anyone with any disease, infection, open sores or wearing bandages should refrain from using the pools and spas.
14. Baby strollers and wheel chairs are permissible in the pool area.
15. Music may be played in such a manner which may not cause any disturbance to any other person in the pool areas, or to residents who live nearby.
16. Appropriate receptacles for trash are provided for your use.
17. The life preservers and lifesaving hooks are for emergency use only.
18. No nudity by infants, toddlers, teens or adults.
19. No skateboards, skates, bicycles, surf or boogie boards, or water balloons are permitted in the pool areas, or permitted to be left on landscaping, or to block entrances or sidewalks of pool areas. Personal floatation devices are allowed such as noodles, kick boards, inner tube/ring and a single use raft.
20. No BBQ's allowed.
21. No parties of any nature are allowed in the pool areas, or restrooms.
22. No glass items, such as; glass containers, bottles, drinking glasses, or glass facemasks, etc. are permitted in the pool areas.
23. No animals are permitted in these pool areas, with the exception of a certified service animal.
24. No alcoholic beverages, illegal substances, or firearms are permitted in the pool areas. Anyone under the influence of alcohol, illegal substances, or narcotics is prohibited from using the pool areas.
25. No removing or misusing the pool furniture. No pool furniture is allowed in the water.
26. No running, pushing, horseplay, including excessive splashing and screaming is allowed in the pool areas.
27. Diving, Flips or Acrobatics are not allowed in the pools, spas or wadingpools.
28. No bathing, washing or cleaning clothes or other items in the pool area.
29. No smoking, vaping, or tobacco use is permitted in the pool area.
30. The pool key/card must be in the possession of the resident at the pool.
31. The resident must show the pool key/card and verify their residence when requested by security of the Management Agent. All residents are encouraged to help keep the pool areas clean, safe and in useful condition by reporting any rule infractions to the Association's Management Agent.

No Loitering is permitted in the Pool and Spa areas. The Board of Directors reserves the right to deny the use of the Pools and Spas to anyone with cause. Privileges will be suspended until the situation is remediated, and compliance to association's rules and regulations are met.

Huntington Continental Townhouse Association

BASKETBALL COURTRULES

RULES:

1. Court hours are from 9:00 am to 9:00 pm.
2. Glass containers are not permitted in the court area.
3. No food permitted in the court.
4. Animals are not permitted. No dogs allowed.
5. Smoking or tobacco use is not permitted.
6. No skates, bicycles, scooters, skateboards or hover boards are permitted in the court.
7. Alcohol and use of illegal substances are not permitted the court areas.
8. Foul or inappropriate language, bullying, and roughhousing are not permitted.
9. Climbing fences is not permitted.
10. Proper footwear is required.
11. No loitering.
12. No hanging from the hoops or nets.
13. Use the basketball court at your risk. Huntington Continental Town homes assume no responsibility for any injuries.
14. The basketball court is for residents only. **NO TRESPASSING.**

The Board of Directors reserves the right to deny the use of the basketball court to anyone. ***Opening the gate for a non-key/card holder is strictly prohibited.*** The gate must be shut and closed at all times after ingress and egress through the gate. Special care should be taken to ensure compliance with this rule, as it is for safety purposes.

Huntington Continental Townhouse Association

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 \$25.00 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 Ninety (90) 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 ninety (90) 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 ninety (90) 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 ninety (90) 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 ninety (90) consecutive days. Also, the Board may determine that any other occupancy of a Dwelling that is less than a term of ninety (90) consecutive days (irrespective of the terms of any oral or written agreement), is a violation of the Declaration (excluding instances where an Owner

Huntington Continental Townhouse Association

owns a Dwelling as second home and the Owner periodically occupies the Dwelling for a term of less than ninety (90) 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:

First Offense:	\$500.00
Second Offense:	\$1,000.00
Third Offense:	\$2,500.00
Fourth Offense:	\$5,000.00

A fine in the amount of \$25.00 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 Rainbow Disposal at (714) 847-3581 for the correct day, for that particular week.

TRASH RULES:

1. Garbage and recycling cans are provided by Rainbow Disposal. Each resident must have enough trash containers to hold one-weeks' worth of refuse. Rainbows.com or (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 Rainbow. 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 Rainbow. In specific circumstances, 35-gallon carts are available for those with a demonstrated need.

CC&R #5 & OCCO Article 2

Sec 4.3.44

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 Rainbow Disposal directly. Rainbow refers to this as the 10/4 Pick-up Program.

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

Rainbow 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).

CC&R #5

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)

CC&R #5

4. Rainbow Disposal will not pick up plywood, construction material, paint, used motor oil or household hazardous wastes.

CC&R #5 & OCCO Article 2 Sec 4.3.106 &
7.9.146.4

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 \$250.00 in addition to the cost of removal and disposal of items.

CC&R #5 & OCCO Article 2 Sec 4.3.98

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.

CC&R #5 & OCCO Article 2 Sec 4.3.117

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

CC&R #5

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.

CC&R #5

9. Dumping garbage on the Association property is not allowed. Failure to comply will result in a fine up to \$250.00 in addition to the cost of removal and disposal of items

CC&R #5 & OCCO Article 2 Sec 4.3.98

10. Trash receptacles must be marked with your carport number in paint or a permanent marker.

CC&R #5

Huntington Continental Townhouse Association

IMPORTANT TELEPHONE NUMBERS

Optimum Property Management	(714) 508-9070
Optimum Pacific Property Management Fax	(714) 665-3027
Huntington Continental Town House Website	www.huntingtoncontinental.com
Huntington Continental Town House Patrol Service	(714) 669-2736
Huntington Beach Police Department	
Business	(714) 960-8843
Menu Business Line	(714) 960-8811
Narcotics	(714) 536-5981
Vacation Check	(714) 374-1507
Parking Control	(714) 536-5663
Graffiti Hotline	(714) 960-8861
Huntington Beach Fire Department	
Fire Med	(714) 374-1598
Business	(714) 536-5411
Utilities	
Time Warner Cable	(714) 903-4000
Verizon Telephone	(800) 483-3000
Gas Company (English)	(800) 427-2200
Gas Company (Spanish)	(800) 342-4545
Edison (Electric)	(800) 684-8123
Republic Disposal (Trash)	(714) 847-3581
Water	(714) 536-5919
Water Emergency	(714) 536-5921
Orange County Animal Control	(714) 935-6848
Orange County Humane Society	(714) 536-8480
City of Huntington Beach	
Street Service	(714) 960-8861
Water Service 24 Hour	(714) 536-5919
Rogers Senior Citizen Center	(714) 536-9387
Library Information	(714) 842-4481
Post Office	(800) 275-8777
Schools	
Huntington Beach High Schools (Grades 9-12)	(714) 536-2514
Talbert Middle School (Grades 6-8)	(714) 378-4220
Oka Elementary School (Grades K-5)	(714) 378-4260
Newspapers	
Orange County Register	(714) 796-7000
Los Angeles Times	(714) 966-5600
Hospitals	
Orange Coast Memorial Fountain Valley	(714) 378-7000
Hoag Hospital, Newport Beach	(949) 645-8600
Fountain Valley Regional	(714) 966-7200
HB Columbia Hospital & Medical Center	(714) 842-1473

Huntington Continental Townhouse Association

ADDITIONAL INFORMATION

Correspondence/Office Mailing Address

Huntington Continental Townhouse Association
C/ O Optimum Property Management 230
Commerce, Suite 250
Irvine, CA 92602
(714) 508-9070
(714) 665-3027 Fax

Mail Assessments to:

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

Payments are due on the 1st of each month
Billing Questions?
Call Optimum Property Management (714) 508-9070

Board/Business Meetings:

Held: 4th Monday of each month (unless posted otherwise)
Location: Clubhouse
Time: 6:30 P.M. (Executive Session/Hearings)
7:00 P.M. (General Session/Homeowner Forum)

Management Agent:

Optimum Property Management 16775
230 Commerce Suite 250
Irvine, CA 92602
Telephone Number (714) 508-9070
Fax Number (714) 665-3027

Committees Available for Homeowners:

(Contact Office to see what committees are currently running)
Architectural
Budget and Finance
Landscape
Newsletter
Parking and Safety
Rules and Regulations

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 = 12pm to 10pm Fri/Sat/Sun or 2pm-10pm M/Tu/W/Th. _ _ _
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 Rham, Mrham@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:

KPPM; Attn: Maggie Rahm; 230 Commerce; Suite 250; Irvine, CA 92602

HUNTINGTON CONTINENTAL TOWNHOUSE ASSOCIATION

Clubhouse Rules and Regulations

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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 Fri/Sat/Sun or 2pm-10pm M/Tu/W/Th.
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.
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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.

Adopted January 24, 2019

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.

DATE and TIME:			AFTER		
RENTER Full name:					
HCTA REPRESENTATIVE:					
	Initial	Initial		Initial	Initial
	BEFORE (Renter)	BEFORE (HCTA)		AFTER (Renter)	AFTER (HCTA)
<u><i>Kitchen</i></u>					
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					
<u><i>Main Room</i></u>					
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)
<u>Restrooms</u>					
Men's room clean & toilet flushed					
Women's room clean & toilets flushed					
No damage					
<u>Side Room (If Used)</u>					
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)					
<u>Remotes ETC</u>					
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 230 Commerce, Suite 250, Irvine, CA 92602. 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: _____

HOMEOWNER'S SIGNATURE: _____

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

DATE: _____

TENANT'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:

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 FOR PARKING VARIANCE

Date: _____ Unit Number: _____

Name: _____

Address: _____

Home Telephone: _____ Work Telephone: _____

To assist the Board of Directors in considering your request, please fill in the information below, for one vehicle only. No commercial or business trucks/cars will be granted a parking variance. Notice of approval or denial will be given within 45 days of above date.

The reason for a parking variance:

I am the owner/tenant of the parking space _____

VEHICLE INFORMATION: Registered Owner: _____

Make: _____ Model: _____ License # _____

Both owner and tenant must sign if the owner is a non-occupant who does not reside in the unit.

Homeowner Signature

Resident Signature

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

Do not back into carport until notice of approval or denial is received in writing.

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 #: _____

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.

Huntington Continental Townhouse Association

HOME IMPROVEMENT FORM

Forward to:

Huntington Continental Townhouse Association
C/O Optimum Property Management
230 Commerce, Suite 250
Irvine, CA 9260

Attn: Architectural Review Committee

Homeowners Signature

Homeowners Address if different from HCTA Property

Name

Address:

(This address is the unit requesting modification-if same leave blank)

Home/Mobile Phone:

Work Phone:

Indicate which unit is being upgraded: (check one)

1 Bedroom

2 Bedrooms

3 Bedrooms

4 Bedrooms

Fireplace (Yes/No)

Project being submitted for Approval:

Appx Start Date: ____/____/____

Appx Complete Date: ____/____/____

CHECK APPROPRIATE BOX THAT BEST DESCRIBES YOUR MODIFICATION

Air Conditioner*

Patio Fence**

Tankless Water
Heater***

Patio Shed****

Screen/Security
Doors*****

Awning/Patio Cover

City Permit Required

City Permit Required

City Permit Required

Satellite Dish/Antenna

Windows

Deck/Patio Tile

Front Door

Porch/Patio Light

Patio Sliding Door

City Permit Required

In addition to the "City Permit Required" referenced above, the Owner/Applicant is required to confirm whether any proposed improvement requires a City Permit and to obtain a City Permit when required.

Huntington Continental Townhouse Association

*	Air Conditioner – A diagram showing location of unit placement and where going through exterior wall is located from the unit.
**	Patio Fence – If replacing with neighbor no application needed as long as fence is not visible.
***	Tank-less Water Heater – A diagram showing location of where tank-less water heater will be located and where stucco will be penetrated.
****	Patio Shed – No permit needed if under fence line. No shed may be attached to stucco or exterior wall. Sheds must be either pre-fab or detailed plans provided by contractor. For patio sheds to be visible over the fence line, they may not extend over 5 feet and a picture must be submitted with application.
*****	Screen/Security Doors – No permit needed if replacing due to rust and the door is like for like and no damage to doorway has occurred.

DETAILS THAT ARE MANDATORY FOR REVIEW AND MUST BE SUBMITTED TOGETHER ARE:

- ☐ THREE SETS OF DRAWINGS/RENDERINGS. THESE CAN BE A ROUGH OUTLINE (see attached sample applications) OR DETAILED DOCUMENT PROVIDED BY YOUR CONTRACTOR.
- ☐ NEIGHBOR ACKNOWLEDGEMENT WITH SIGNATURE (submitted with form)
if your unit is an end unit please indicate above where unit type is provided
- ☐ LANDSCAPING REQUEST – Please identify all modifications desired to your front garden area with plan types/names. Please refer to the community landscape guidelines.

IMPORTANT INFORMATION TO REMEMBER:

Plans that are approved are not to be considered authorization to change the drainage as installed by the developer which has been fully approved by the City of Huntington Beach. The Architectural Review process is intended to consider aesthetic appearance and the effect on drains, pipes, coring and other aspects of drainage. Plans are NOT reviewed from the standpoint of structural safety or conformance with building or other codes.

Many projects may also need a permit from the City of Huntington Beach. This is fully the homeowners (or contractor) responsibility for improvements, which include but are not limited to: patio covers, gazebos, spas, tank-less water heaters, air conditioning units, etc.

Please note that any damages made to the exterior including but not limited to stucco, wood or any part of the exterior of your unit are the sole responsibility of the owner submitting this request. In the event there is damage to any outside area and it is not fully repaired the Association may choose to repair and the full expense be billed to the owner.

Architectural Committee (Chair)_____Date_____

Architectural Committee (Member)_____Date_____

Architectural Committee (Member)_____Date_____

Architectural Committee (Member)_____Date_____

\$25 fee must be submitted with all requests made payable to Optimum Property Management

- ☐ Approved (if conditions are imposed detail below)
- ☐ Denied (provide reason below and recommendations if needed)

HUNTINGTON CONTINENTAL TOWNHOUSE ASSOCIATION, INC.

Front Garden Guidelines

Desiring to create a harmonious and pristine appearance while yet providing the homeowner with creativity and individuality in their garden the Huntington Continental Homeowner's Association therefore sets forth the following guidelines:

Plants and Flowers:

Living in a Zone 9 gardening area with optimal weather the options for flowers and plants are virtually endless. The Homeowner may plant any flower or plant in their front flowerbed at their discretion as long as it adheres to the guidelines below. Requesting permission from the Board for these plants is not necessary.

Guidelines for planting without obtaining permission first:

- Any annual bedding plants are acceptable.
- Plants must not reach a height of more than 7 feet.
- Plants must not have a destructive root system, such as Ficus trees.
- Plants cannot be expanding plants or continual rooting plants (also known as Hen and Chick plants).
- Plants cannot be poisonous to humans (especially Angel's Trumpet aka: "Hell's Bell's")

Special permission is required from the Board of Directors for any plant outside of these guidelines, including trees, bushes, and vines.

If a homeowner chooses to plant in the front flowerbed, all weeding, pruning, and trimming of plants are the homeowner's responsibility and will not be maintained by the Association landscapers.

Fines will be issued if flowers or plants fail to be kept trim and clean in appearance (no overgrowth of weeds, no dead plants, and no rotting fruit).

Accessories:

There are many accessories, which people like to add to their garden but the Board of Directors must take into account the safety, and wellbeing of all residents and children in area. If any accessory is deemed unsafe, the Board of Directors may use their discretion to request that the item(s) be removed. Each homeowner may only have 5 accessories in their flowerbed.

Some permissible accessories, as long as they pose no health or safety risk, include: shepherd's hooks, bird baths, small plastic fencing (under 12 inches high), plastic trellises, welcome/garden signs, reflective balls, stepping stones, garden figurines, and flags. Other desired items need approval from the Board of Directors.

Water Features:

Please no ponds or waterfalls in the front flowerbeds without architectural approval. All accessories must be less than 3 feet tall, free of rust and chipped paint. Accessories need to be kept in good condition and it is the homeowner's responsibility to maintain their appearance. Please make sure that the water in bird baths is cleaned frequently so as to not contribute to mold or mosquito breeding.

These guidelines are designed to allow homeowners the freedom to design and beautify their flowerbed. It is our hope and desire that homeowners will show pride of ownership through the improvement and upkeep of their garden.

*Professionally Managed By
Optimum Property Management
230 Commerce, Suite 250, Irvine, CA 92602
(714) 508-9070 (714) 665-3027 fax
www.huntingtoncontinental.com*



LANDSCAPE WAIVER

Unit/Lot/Carport No: _____

HCTA Property Address: _____

I, _____, hereby request an exemption for my front flowerbed. Under the exemption, the Association gardeners will not care for any aspect of my garden, including weeding, pruning, deadheading, or trimming. I also agree to follow the Front Garden Guidelines. I understand that I must display my decal for this exemption to be effective.

_____ I have received, read and understand all the Front Garden Guidelines;

_____ I understand that it is my responsibility to maintain the upkeep of my front flowerbed and I will maintain it according to the standards described in the Front Garden Guidelines.

Signature of Homeowner

Date

Print Homeowners Name

Address of Homeowner (include City and Zip Code)

Homeowners Telephone Number

Professionally Managed by:
Optimum Property Management
230 Commerce, Suite 250 · Irvine, CA 92602 · Tel (714) 508-9070 · Fax (714) 665-3027
www.Optimumpm.com

Huntington Continental Townhouse Association

NEIGHBOR NOTIFICATION

The intent of this section is to advise homeowners who own property adjacent to your lot of the proposed improvements by requiring their signature on the Home Improvement Application. The applicant is responsible for listing the addresses of the affected properties on the application and obtaining the homeowner's signature. The Architectural Committee reserves the right to request additional neighbor awareness.

If the neighbor residing on the adjacent property is not a homeowner, then the applicant must list that address on the Applicant. Applications containing absentee homeowners as neighbors will not be considered completed and filed with the Architectural Committee for ten (10) additional days. During this period, the Association will advise the absentee owner in writing of the proposed improvements and provide the absentee homeowner the opportunity to comment on the proposed plans.

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

1. Definitions:

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

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

2. Improvements Requiring Notification:

Any exterior improvements that may impact the neighbors in the Community.

3. Statement:

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

Huntington Continental Townhouse Association

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

NEIGHBOR:

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

NEIGHBOR:

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

NEIGHBOR:

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

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

SUBMITTED BY:

NAME: _____ **DATE:** _____

ADDRESS: _____

The Architectural Committee will meet to discuss the proposed improvements. You may be requested to attend. Notice of approval or disapproval will be provided in writing within thirty (30) days follow receipt of completed application and back-up.

Huntington Continental Townhouse Association

NOTIFICATION FORM REGARDING ANTENNA/SATELLITE DISH INSTALLATION

Although a resident does not need prior approval to install an antenna covered by the Federal Communications Commission's Over-the-Air Reception Devices Rule (unless the resident is seeking to install an oversized mast), the Huntington Continental Town House Association does require that the resident complete and submit this notification form prior to any antenna installation. Once this form has been submitted, the resident may proceed with the installation.

Lot Number: _____

Resident/Tenant Name: _____

Address: _____

Daytime: _____ Evening Number: _

Number: Fax _____ E-Mail Address: _

IMPORTANT – SATELLITE DISHES AND ANTENNAS ARE NOT ALLOWED TO BE INSTALLED ON ANY PART OF THE BUILDING ROOFING SYSTEMS OTHER THAN THE FASCIA BOARD. ALL WIRES AND CABLES MUST BE INSTALLED UNDER THE SATELLITE DISH OR ANTENNA AND THEN IMMEDIATELY ENTER THE ATTIC OF EACH TOWNHOUSE AND RUN ON THE INTERIOR WALLS FOR SERVICING SPECIFIC ROOMS IN YOUR TOWNHOUSE. WIRES AND CABLES ARE NOT ALLOW TO RUN ON THE EXTERIOR SURFACE OF YOUR TOWNHOUSE.

Type of antenna to be installed:

_____ Direct broadcast satellite

_____ Television broadcast

_____ Multipoint distribution services

Name of company performing installation (if any): _____

Address: _____

Telephone # _____ Fax # _____ E-Mail _____

Installation location: _____

Date installation to be performed: _____

Please indicate the method of installation and how the installation is secured:

Please note that the installation must comply with all association guidelines (which include the manufacturer's guidelines and applicable building codes).

If yes, then you must complete the Huntington Continental Town House Association approval form for installation of oversized masts. You may not install the oversized mast until the Architectural Review Committee or the Board of Directors has approved the installation.

Huntington Continental Townhouse Association

SUGGESTIONS?

Living in the Huntington Continentals?

If so, help make the Huntington Continentals the very best place to live. Use the space below to give constructive suggestions – or to report inappropriate behavior – in the interest of increasing our property values and improving our quality of life.

Name: _____

Address: _____

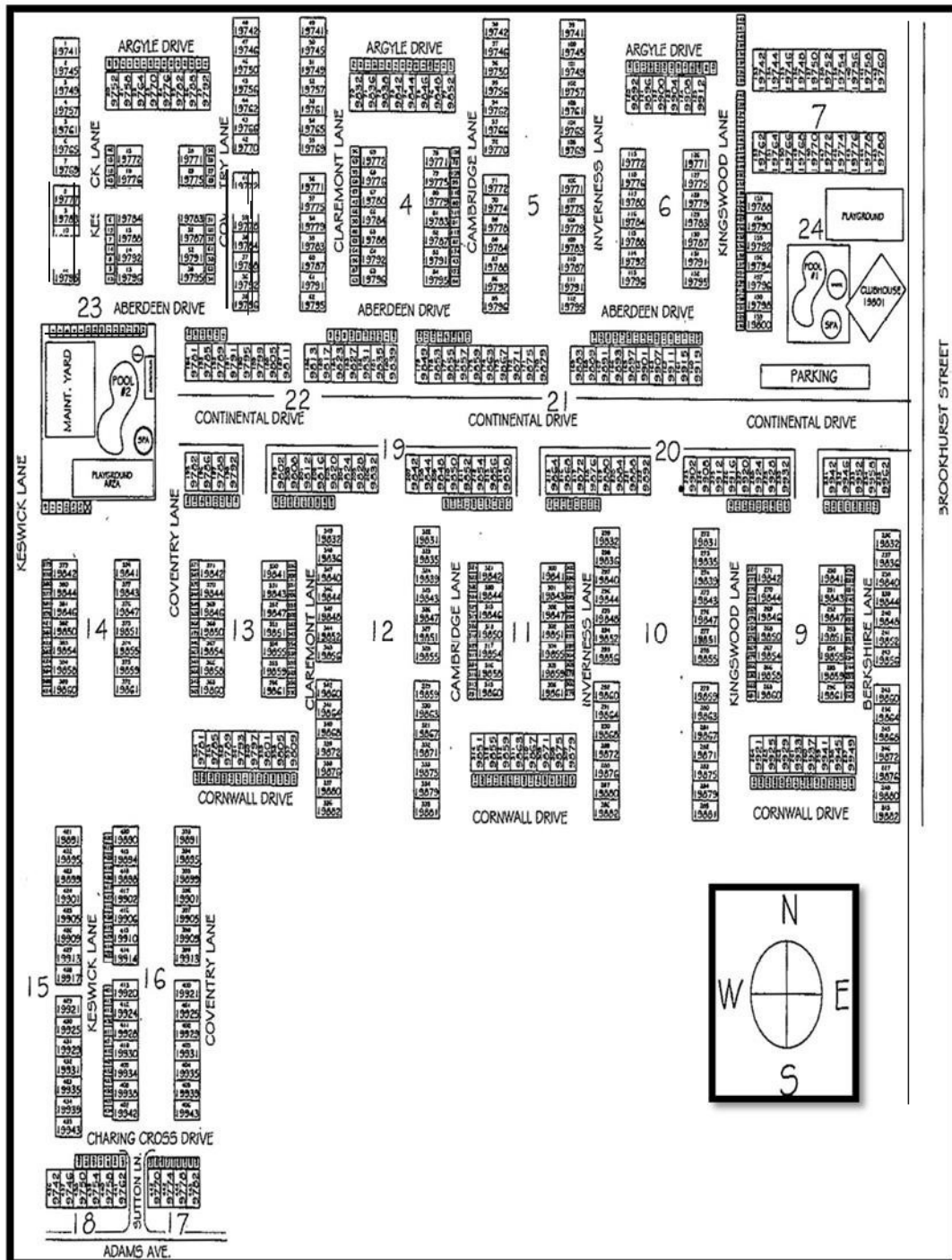
City, State & Zip: _____

Contact Phone Number: _____

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

Huntington Continental Townhouse Association

MAP OF COMPLEX



Huntington Continental Townhouse Association

MAINTENANCE RESPONSIBILITY MATRIX

	MAINTENANCE RESPONSIBILITY				
MAINTENANCE ITEMS	ASSOCIATION	HOMEOWNERS	DEVELOPER	SEE NOTE #	N/A
Air Conditioner		X			
Ants (exterior)	X				
Ants (interior)		X			
Bees & Hives	X			1	
Cable T.V.		X			
Carport/Storage Unit	X				
Chimneys	X	X		2	
Decks/Balcony					X
Doorbell		X			
Driveway (carport)	X				
Elevators					X
Fence (repair)		X		8	
Fountain					X
Front Door (repair/repaint)		X			
Front Door (painting)	X	X		4	
Garage Door (painting)					X
Garage Door (mechanism)					X
Gates (individual units)	X	X		11	
Graffiti/Vandalism	X				
Heater		X			

Huntington Continental Townhouse Association

	MAINTENANCE RESPONSIBILITY				
MAINTENANCE ITEMS	ASSOCIATION	HOMEOWNERS	DEVELOPER	SEE NOTE #	N/A
Hose Bib/Faucet		X			
Interior Repairs (leaks)		X			
Lights (porch)		X		5	
Light Poles	X			9	
Lights (building)	X				
Mailbox (repair/replace)		X			
Mailbox Locks		X			
Mix-it Valves		X			
Paint Exterior	X				
Pigeons		X			
Plumbing (interior)		X			
Porch Surface	X				
Rats/Rodents	X	X		1	
Roof Leak (repair)	X			10	
Skylights		X			
Slab Leak		X		6	
Stairs/Stairway (exterior)	X				
Stucco Repair (exterior)	X				
Termite Inspection	X	X		7	
Termite Treatment	X	X		7	
Trash Pick-Up (city)		H.O. Pays Bill			
T.V. Reception		X			
Walls/Railings	X	X		8	

Huntington Continental Townhouse Association

	MAINTENANCE RESPONSIBILITY				
MAINTENANCE ITEMS	ASSOCIATION	HOMEOWNERS	DEVELOPER	SEE NOTE #	N/A
Wasp/Nests	X	X		1	
Water Heater		X			
Water Shut Off Valve		X			
Windows (broken glass)		X			
Windows (leaks)		X			

Huntington Continental Townhouse Association

NOTES FOR MAINTENANCE RESPONSIBILITY

Note #1	For exterior common area only. Homeowner is responsible for interior treatment.
Note #2	The homeowners are responsible for structural repair and replacement of the chimney <u>below the roof line</u> . This includes the maintenance of the firebox. The association is responsible for the maintenance and repair of the chimney <u>above the roofline</u> . This includes the flashing, exterior maintenance to the surface and structural maintenance. *If the homeowner would like to obtain a bird abatement cage for the chimney an architectural form must be completed and submitted for review and approval.
Note #3	Homeowner is responsible for keeping this area clean of debris and regular maintenance.
Note #4	Homeowner is responsible for exterior portion only.
Note #5	Homeowner is responsible for all exterior fixtures and light bulbs controlled by a switch inside the unit.
Note #6	Homeowner must not tamper with the slab. The homeowner is responsible for any damage to the slab due to the owner tampering with it.
Note #7	The HOA covers external termites. All internal areas are the responsibility of the homeowner including attics.
Note #8	Fences dividing units are homeowner responsibility.
Note #9	Poles at city of Huntington Beach. <i>There are two sets of light poles at the Association. The poles in the courtyards that are referred to sometimes as mushroom lights-due to the top of the light – are serviced by the City of Huntington Beach Maintenance Dept. (714) 960-8861.</i>
Note #10	Unless exclusive use pipe. Roofing calls for townhomes should be directed to Optimum Property Management at (714) 508-9070 .
Note #11	Individual gate locks are considered homeowner responsibility and the only approved lock is the black lock provided by Saddleback Fence . The cost is approximately \$100.00 and the homeowner may call them directly to arrange the lock installation and purchase. Contact: (714) 966-1227

Huntington Continental Townhouse Association

RESPONSIBILITY FOR DOORS

Doors: Therefore, the Association is responsible for maintaining the painted exterior surface of the door, and the owners are responsible for maintaining the interior painted surface of the door and all the door hardware. Likewise, the Association is responsible for maintaining the painted surface of the exterior portion of the door jamb, and the owners are responsible for any structural repair or replacement of the door jamb (unless the Association caused the damage). If the maintenance issue concerns the portion of the jamb where the door hinges are attached, that should not be considered an exterior portion of the building and, therefore would be the owner's responsibility.