



## Rules & Regulations

<b>General Rules &amp; Regulations – Section A</b>	—————	<b>Page 1</b>
<b>Security Access to Property – Section B</b>	—————	<b>Page 2</b>
<b>Pool &amp; Spa Rules – Section C</b>	—————	<b>Page 2</b>
<b>Rules Concerning Pets – Section D</b>	—————	<b>Page 3</b>
<b>Clubhouse Rules – Section E</b>	—————	<b>Page 4</b>
<b>Fees &amp; Charges – Section F</b>	—————	<b>Page 4</b>
<b>Fine Schedule – Section F</b>	—————	<b>Page 5</b>
<b>Toxic Mold – Section G</b>	—————	<b>Page 5</b>
<b>Parking Rules – Section H</b>	—————	<b>Page 6</b>

### Section A General Rules & Regulations

**A-1) Owner Responsibility:** Owners are entirely responsible for their own actions as well as for actions of their guests and tenants, including but not limited to, full financial responsibility for any damages to common premises, furnishings or landscaping.

**A-2) Unnecessary Noise and boisterous conduct** are not permitted at any time. Musical instruments, radios, televisions, stereos, and other sound amplification equipment may not be played at a volume level which will disturb or annoy other residents.

**A-3) Bicycles:** Pier Colony is not responsible for any loss or damage. Resident bicycles must be identified with the resident's name and unit number and stored at provided bicycle racks or Association approved eye hooks. There is a maximum of two bicycles to each approved parking space eye hook. No bicycles may be stored in any other areas of the common areas or parking garages.

**A-4) Unauthorized Soliciting** on Pier Colony premises is prohibited.

**A-5) Bicycling, Skating, Skateboarding and Use of Scooters** are not permitted on the premises, including but not limited to, walkways, pool area and garages.

**A-6) Screens and Windows:** Owners are responsible for maintaining screens. No posters, paper or aluminum foil may be affixed to the windows of the condominium.

**A-7) Storage on patios** of appliances, boxes and other unsightly items is prohibited. No articles may be hung from or draped over railings, including but not limited to clothing, wetsuits, laundry, towels or rugs.

**A-8) Storage of explosives** or otherwise hazardous materials in the condominium or on the common grounds is prohibited. All unauthorized articles in any common area may be removed.

**A-9) No Commercial Enterprise** may be Conducted in any common area without the express written approval in advance of the Association's Board of Directors. The Board of Directors may withdraw such approval without notice at any time.

**A-10) Accidents and personal injury** or damage must be reported to the management company or the building attendant immediately.

**A-11) Speed Limit:** Maximum speed in the garages is 5 MPH. Violators will be fined after one (1) warning in accordance to Fees and Fining Statement

**A-12) No Smoking Allowed** within the common areas of Pier Colony. This includes, but not limited to, all hallways, walkways, pool, spa and clubhouse.

**A-13) To avoid generating wet and slippery conditions, at all times, after showering, swimming or surfing,** individuals must towel dry themselves **PRIOR TO ENTERING** common area walkways and elevators.

## Section B Security Access to Property

**B-1) Fobs and TAGs:** All Fobs and TAGs are issued for a fee to specific persons or vehicles. Each owner and/or resident is issued one (1) Fob per person and one (1) TAG per vehicle. **The unit owner is responsible for all actions related to the use of Fobs and TAGs assigned to his/her unit.** Any exceptions must be submitted to the management company for approval.

**B-2) Presentation of FOB:** The FOB must be presented to the Attendant upon request. Anyone refusing will be asked to leave the premises. Trespassers will be reported to the Huntington Beach Police Department.

**B-3) Unauthorized entry** into Pier Colony through any gate is prohibited.

**B-4) Unauthorized Access to Common Area:** Should any person access any part of the common area during unauthorized hours, the owner of the unit identified with the trespass may be subject to a fine and/or loss of common area privileges, including the loss of Guest Parking.

**B-5) Leasing Fee:** Prior to any tenant moving into the complex, a \$150 move in fee, FOB and TAG fee and all leases must be submitted to the Management Company for BOARD review. Access may not be permitted until leases and fees are received.

**B-6) Abuse of System:** Any known abuse of the Fob or TAG system may result in an immediate deactivation of the Fob or TAG involved.

## Section C Pool & Spa Rules (HOURS: 8:00am to 10:pm)

**C-1) Excessive Noise:** Be considerate of others. Any activity creating undue noise, such as yelling or playing a radio at loud volume is prohibited.

**C-2) Pool Age Limit:** No one under the age of fourteen (14) is allowed in the pool area without adult supervision. SUPERVISION FROM THE BALCONY IS NOT ACCEPTABLE.

**C-3) Spa Age Limit & Capacity:** No children under the age of 12 may be in the spa without an adult in the spa with them. A maximum of 7 people may be in the spa at the same time. --...., --

**C-4) Guest Limit:** There is a limit of four (4) guests per condominium in the pool area. Guests must remain in the company of the resident they are visiting at all times.

**C-5) No Glass containers** permitted in the pool area.

**C-6) No Food or Drinks** are permitted in the pool or spa.

**C-7) No children in diapers** are permitted in the pool or spa.

**C-8) No Bicycles, skateboards, surfboards, or scooters are permitted in the pool area**

**C-9) No Pets** are permitted in the pool area.

**C-10) No running, tag, horseplay, dunking or unruly conduct** is permitted in the pool area.

**C-11) No foreign objects** are allowed in the pool or spa including, but not limited to Surfboards, Boogie Boards and Wet Suits. Please use common courtesy in using floatation devices and/or ball playing. No organized sports allowed in the pool or spa.

**C-12) No parties** may be held in the pool area. No one may have exclusive use of the pool.

**C-13) Protecting furniture**. Residents and guests must place towels over pool furniture when using suntan oil or other lotions. All suntan oil and sand must be showered off before entering the pool and spa.

**C-14) No nude bathing allowed**.

**C-15) Pool Equipment Area**: Entering the pool equipment area is prohibited.

**C-16) Pool hook and ring** are for safety purposes only.

**C-17) Clean up**: Residents are responsible for cleaning up after themselves as well as their guests.

**C-18) No Smoking**: Residents and guests must comply to the **NO SMOKING** policy within the Pool and Spa area.

## Section D Rules Concerning Pets

**D-1) Definition of a Pet** is any domesticated bird, cat, and dog or aquatic animal within an aquarium.

**D-2) Pet Registration**: All pets must be registered with the Association. Service Animals are permitted with the proper documentation, i.e., a Physician letter along with a copy of the Service Animal Certificate. Failure to register a pet may result in a fine. **Only the unit owner may obtain approval to keep a pet within their unit.** Non-owners must obtain approval from the unit owner. The owner is responsible for tenant's compliance with the rules. Pet registration forms are available at the Association office. A copy of the Orange County license for a dog or cat is required.

**D-3) Licensed & Leashed**: Pets must be licensed with Orange County. When the dog or cat is in the common area, it must wear the county license tag and be controlled on a leash.

**D-4) Number & Size Limited**: No more than ONE approved, registered cat or dog per unit; no exceptions. The weight limit on any pet is 30 pounds (unless the pet is an ADA assistance animal).

**D-5) No Commercial Operations**: A pet shall not be kept, bred or used for any commercial purpose.

**D-6) Prohibited Breeds**: The following dog breeds, due to their aggressive nature, are not permitted in the Association: Pit Bull, Rottweiler, German Shepherd, Husky, Malamute, Wolf-Dog hybrid, Chow-Chow, Doberman-Pinscher, Great Dane and St. Bernard.

**D-7) Common Area Restrictions**: A pet shall be confined to the unit registering the pet, must not be allowed to roam free in any common area (including hallways) and may not be tied or left unattended in any common area. Pets in transit shall be carried, restrained by a leash or placed in an animal carrier. A pet shall not be walked or exercised in the common areas (including building hallways) of the complex. When a pet is taken to and from the unit, (I) shall be on a leash that may not exceed six feet in length and (II) any waste droppings left must be picked up by the pet owner and deposited in an appropriate waste container.

**D-8) Balconies**: A pet shall never be left alone on any patio or balcony

**D-9) Damage to Common Areas**: The owner of the unit registering the pet shall be responsible for any damage to the common area elements caused by the pet. Any damage caused by cleaning chemicals or other such materials used in an attempt to remedy such damage shall also be the full financial responsibility of owner of the unit registering the pet. Pet owners shall have sole liability for all damages claimed by any person harmed by such pet and shall indemnify, hold harmless and defend the Association from any and all liability whatsoever resulting from such claims and damages including, without limitation, damage awards as well as costs and reasonable attorney fees incurred by the Association.

**D-10) No Nuisance Allowed**: No pet shall be permitted to become a nuisance or create any unreasonable disturbance. If a pet, in accordance with the Association's complaint and hearing procedures, has been determined to constitute a "nuisance" or cumulative assessed fines for violation of these Rules exceed \$500, the pet shall be permanently removed from the development within 14 days of notice of the Board's decision.

**D-12) Visiting Pets Prohibited**: Guests visiting a resident may NOT bring in any pets, including Emotional Support animals into the community at any time. Service animals are permitted into the community with the proper documentation, i.e., a Physician letter along with a copy of the Service Animal Certificate. Residents may provide these documents to the Guard prior to the guest arrival, as the animal will not be granted access into the community without the required documents.

**D-13) Aggressive Animals:** No person may allow an animal, when unprovoked, to bite, attack, endanger, or inflict injury on another person or animal, chase or approach an individual in a menacing fashion or apparent attitude of attack. If a dog previously determined by the board to be aggressive attacks or bites a human being or a domestic animal without provocation, the owner shall be subject to significant fines and may be required to (I) sterilize the dog, (II) provide the Association with proof of a current health certificate for the dog issued by a veterinarian, (III) keep the dog muzzled at all times in the common areas and restrained by a substantial 6-foot or shorter chain or leash under control of a competent person, (IV) permanent removal from the property. Any person who owns, harbors, or otherwise provides custody for a dangerous dog shall be responsible for any damage or injury caused by that dog, including, but not limited to, veterinary or medical bills or property damage.

**Section E**  
**Clubhouse Rules**  
(Hours: 6:00am to 10:00pm)

**E-1) Own Risk:** Use of the clubhouse and fitness equipment is at the individuals own risk. The Association is not responsible for any accidents, damages or injuries.

**E-2) Amplified music** is prohibited in the clubhouse. Unnecessary noise and boisterous conduct are not permitted at any time. Musical instruments, radios, televisions and stereos may not be played at a volume level which will disturb or annoy other residents.

**E-3) Guest Limit:** There is a limit of six (6) guests in the clubhouse. Guests must remain in the company of the resident they are visiting at all times.

**E-4) Clean up:** - Residents are responsible for cleaning up after themselves as well as their guests.

**Section F**  
**Fees, Charges & Fining Policy**

**THE BOARD OF DIRECTORS WILL IMPOSE FINES FOR VIOLATIONS AS DEEMED NECESSARY.**

**Endangering others, vandalism, threats of violence, indecent exposure, acts against public decency, matters regarding health and safety (ex. Loose animals)** may be fined up to \$2,000 per incident. Any person, who poses or has posed a threat to any other person on the premises, may be permanently banned from the property.

**CC&R Leasing Violations** – any owner or resident leasing their unit for less than 90 days may be fined up to \$4,000 per incident. All leases must be approved by the Board of Directors.

**Suspension of Privileges** – In addition to the fines or in lieu of the fines, privileges may be suspended for up to 30-days (all common area including guest parking). The HOA may pursue one or more remedies simultaneously.

**Refusal to Comply** – The Board may take legal action and seek a court order as well as judgment for the fines, which continue to accrue until the judgment is entered. The HOA may file a small claims case to collect fines and debts.

**Attorney Fees** - Should the HOA need to refer any issue regarding non-compliance with HOA documents to our HOA Attorney or an owner creates frivolous Attorney expenses for the HOA, the Owner shall be responsible for reimbursement of the Association's Attorney fees.

**FEES:**

**F-1) Move-In Fee and costs:** (CC&R 5.1.9) The Association charges \$150.00 move-in fee each and every time an Owner or tenant moves into a Unit. An additional charge of \$35.00 for each FOB and each TAG is charged to activate/deactivate owner or new tenant fobs and TAGs.

**CHARGES:**

**F-2) New and replacement FOBs and TAGs** can be purchased from the Management Company for \$35.00 each for Fobs and \$35 each for TAG's. There is an additional charge of \$35.00 for activation of each FOB or TAG. TAG's are affixed to the windshield and may be used one time only.

**F-3) Additional TAGs:** Requests for TAGs greater than the number of deeded spaces must be submitted to the Management Company for approval.

**F-4) Long Term Guest FOB and TAGs:** There is a prepaid charge of \$35.00 for activation of each FOB or TAG. Owners are responsible at the cost of \$100.00 per FOB(s) that is not returned to the Management Company.

**F-5) Long Term Guest Parking Pass:** There is a prepaid charge of \$50 per month for Long Term Guest Agreements in excess of 2 weeks. The owner is responsible for the guest's compliance to the rules. Extended agreements must be approved by the Management Company and may be withdrawn at any time. When possible, the guest is to park in the Owner's deeded space(s).

**F-6) Delinquent Assessment Account FOB Reactivation:** When an assessment account becomes 60-days delinquent, the fob access will be restricted to the "Delinquent Assessment Access." This means all common area privileges are suspended. When the account is no longer delinquent, the fob can be reactivated following the payment of a \$35.00 reactivation fee.

**F7) Bike Storage Eye Bolt:** Cost \$40.00 each. The installation of the eye bolt must be done with Architectural Committee approval and must also be installed by the Association's Contractor.

**F8) Clubhouse & Rental Fees:** Prepayment of \$400.00 must be sent with any application for exclusive use of the Clubhouse.

Only residents may apply. Charges are as follows:

- \$150.00 clubhouse use fee for 5 hours
- \$250.00 security/cleaning deposit.
- Deposit is refundable if there is no damage and the room is left clean.
- Liability. The LESSEE agrees to hold the HUNTINGTON PIER COLONY HOMEOWNERS free from any liability for personal injury and/or property damage sustained by him/her, their family or any guest while using the premises of the clubhouse.
- Lessee Presence. The LESSEE must be present throughout the entire function for which the clubhouse is being rented and will be responsible for the conduct of all participants at that function.
- Alcoholic beverages may be served in the clubhouse with Board approval. Selling of alcoholic beverages is strictly prohibited.
- No Overflow to Pool. All party activities and guests are restricted to the clubhouse only and are not to overflow into the pool area.

**F-9) Excessive oil or transmission fluid** leaking from your vehicle will be cleaned up by the Association and a cleanup charge of \$50.00 will be assessed to your account. Oil Pans can be purchased for \$25.00

## **FINE SCHEDULE:**

1<sup>st</sup> Violation - warning or fine up to \$250

2<sup>nd</sup> Violation – same offense up to \$500

Additional Violations – same offense up to \$1,000

## **Section G Toxic Mold**

**G-1) Toxic Mold Defined:** As used in this rule, "Toxic Mold" shall mean mold, fungus, mildew and other organisms identified as adversely affecting the health of occupants of residential property.

**G-2) Mold Reports:** Any owner or occupant of a unit within the Huntington Pier Colony Condominiums who conducts or has conducted an inspection to determine the presence or absence of Toxic Mold shall provide a copy of the results of such inspection to the Board of Directors (Board) within five (5) days of receipt. Any such inspection shall be the responsibility of the owner or occupant, as the case may be.

**G-3) Eradication caused by Common Area:** The cost of the eradication of Toxic Mold shall be the responsibility of the Association if the cause is determined to be the result of a failure of an element of the Common Area.

**G-4) Eradication by Owner:** In the event the eradication is the responsibility of the owner or occupant, the person responsible shall present to the Board, within thirty (30) days of discovery of the presence of the Toxic Mold, a written description of the remedial work to be undertaken to eradicate the Toxic Mold including the name and state license number of the contractor who will perform the work. Such remedial work must be completed and a mold clearance certificate be submitted to the Association within thirty (30) days after discovery of the presence of mold. All Toxic Mold remediation must be undertaken only by a licensed contractor certified to perform mold abatement. In the event the eradication requires entry into any portion of the Common Area, the Board reserves the right to have such work done by a contractor selected by the Board and at the Board's direction, the cost of which shall be paid by the person responsible for the remediation.

**G-5) Right to Conduct Testing:** The Association reserves the right to conduct its own mold testing when and if it deems necessary after proper notice is given. The Association has the right to levy a reimbursement assessment should the mold testing have been caused by the owner's negligence, a component of the owner's separate interest, or the owner's lack of cooperation.

## Section H: Parking Rules

**H-1) All vehicles parked in Huntington Pier Colony must have one (1) of the following:** A TAG permanently affixed to the windshield/headlight or A Valid "Guest" Permit visibly displayed on the vehicle dashboard.

**H-2) Registered / Deeded Spaces:** All vehicles with Current Registered Tags must park in their specific "Deeded" space or the "Deeded" space approved by another Owner and nowhere else within Pier Colony.

**H-3) Valid Guest Permit while in Guest Parking:** All vehicles parked in the designated "Guest" parking area, must have a valid Guest Parking Permit visibly displayed.

**H-4) Guest Pass Time Limit:** A Guest pass will not be issued for more than seventy-two (72) hours or not for more than 9 days within any consecutive 30-day period. The HPC-HOA Management is authorized by the HOA Board to renew a 72-hour Guest or vehicle pass if requested in advance and in writing (email) by a resident. No consecutive 72-hour passes will be issued without approval. No more than 3 seventy-two (72) hour passes will be issued to the same Guest and/or vehicle within any 30-day consecutive.

**H-5) Guest Pass for Guests only:** "Guest" parking permits are not issued for residents' vehicles.

**H-6) Limited Visitor Parking Allowed:** No more than three (3) visitor automobiles per unit are permitted at any one time.

**H-7) Guest and Resident Parking facilities** are for automobiles, small trucks, vans and motor cycles only. No boats, jet skis or trailers are to be kept in the parking structure. Bikes may be affixed to eyebolt in front of the owners deeded parking space where available.

**(H-8) Towing of Vehicles:** Any vehicle parked wrongfully is subject to being towed at the owner's expense.

**H-9) Responsibility:** The Association is not responsible for vandalism or damage to any vehicle.

**H-10) No "Honking"** vehicle's horn for entrance to the parking garage. Be considerate of others. Wait for the guard to return.