

# HUNTINGTON MARINA ASSOCIATION, INC.

---

June 30, 2013

Dear Huntington Marina Homeowner:

Enclosed is your copy of the Huntington Marina Association, Inc. Rules and Regulations with the corrections and additions voted on by the Board on May 14, 2013

They have been developed over the years and are offered as a positive, rather than negative, contribution towards the improvement of living conditions in what, for many may be a new type of environment. An environment that puts neighbors in such close proximity that increased consideration must be given to "the quiet enjoyment" for every resident

- Owners, including off-site landlords, are held responsible for the actions of their tenants and guests and are encouraged, if not obligated, to provide tenants and guests with a copy of the Association Rules and Regulations.
- Any provision of the Rules and Regulations may be added to, amended, or replaced at any time by resolution of the Board of Directors. Changes or additions to the Rules and Regulations may be made when the Board of Directors determines that a change is beneficial to the Association.
- Every owner/tenant is encouraged to understand and comply with the Rules and Regulations, thereby eliminating the need for policing and action by the Board.

If you have any questions regarding these Rules and Regulations, please submit them in writing to the Board. In addition, attendance at the regular monthly Board meetings is strongly encouraged.

Sincerely,

Board of Directors

Huntington Marina Association



**Huntington Marina Association (HMA) Rules and Regulations**  
**Table of Contents**

**Section**

**1.100**

1.101

1.102

**Section 1 - HMA Organization**

A Condominium and Its Governance

Indemnification

**2.100**

2.101

2.102

2.103

2.104

**Section 2 - General Management**

Commercial Activities

Damage to Common Property

Pets

Tenants and Guests

**3.100**

3.101

3.102

3.103

3.104

3.105

**Section 3 - Common Areas**

Docks

Floats

Patio Planters

Signage

Storage

Breezeways Fuel

Gas Meter Area

Trash Area

3.106

Vehicles

**4.100**

4.101

4.102

4.103

4.104

4.105

4.106

4.107

4.108

**Section 4 - Maintenance**

Patios and Decks

Drain Pipes

Garage Doors

Gardening

Grape Stake Fencing

Plumbing

Road and Carports

Satellite Dishes and Antennas

**5.100**

5.101

5.102

**Section 5 - Architectural**

Modifications

Specific Architectural Items

**6.100**

6.101

6.102

6.103

6.104

6.105

6.106

6.107

**Section 6 - Watercraft**

Ownership / Registration

Size

Berthing Space

Docking

Hydro Boat Lifts

Liability Insurance

Fueling

## **Table of Contents**

### **6.100 (Continued)**

- 6.108 Live a Board
- 6.109 Violation of Rules

### **Appendix A – Enforcement Policy and Fine Schedule**

Pages 1-4

### **Appendix B — Forms & Agreements**

- Alternative Dispute Resolution
- Architectural Request
- Hold Harmless Agreement
- Maintenance Request
- Maintenance Responsibilities

Page 1-2

Page 3

Page 4

Page 5

Page 6

### **Appendix C — Dock & Site Plan**

TITLE: A Condominium and Its Governance

INDEX NUMBER  
1.100

Reviewed/Revised: March 2003

Reviewed/Revised: May 2013

Issuing Authority: Board of Directors

Page 1 of 2

### **1.101 Governance**

California Civil Code (Section 783 and Sections 1350-1370) defines and governs the administration of condominiums. In short, under the condominium concept, all property, both real and improved, is common property. Each owner has an undivided interest in the common property and owns, or has title to the space, including the surface of interior walls, which is defined by their unit. The recorded description of the condominium property of Huntington Marina assigns a dock and a garage to each unit. These assignments are irrevocable and non-transferable. In summary, each owner has a  $\frac{1}{92}$  undivided interest in Huntington Marina with certain, non-separable rights of usage.

Management and administration of the common property is controlled by the Declarations of Covenants, Conditions and Restrictions (CC&Rs) of the developer of the condominium as recorded with the Orange County recorder. The CC&Rs vest management authority of Huntington Marina in the Board of Directors of the Huntington Marina Association (HMA), a non-profit California corporation. Each owner is automatically a member of the Association and has the right to vote upon Board members and other business at the annual meeting held each November. The conduct of business of HMA and its Board are further regulated by the By-Laws of HMA.

The five-member Board elects the officers who carry out the responsibilities of the HMA. Broadly, these responsibilities consist of: maintenance of all common property; construction of improvements; payment of insurance, taxes, and lease-hold rents; and collection of monthly maintenance charges. The specific powers of the Board are defined by the CC&Rs and By-Laws.

The Board does not function as a building superintendent. Owners are responsible for the maintenance and upkeep of all that is interior to the unit. Specifically, garbage disposals, dishwashers, furnaces, water heaters, washers, dryers, plumbing and electrical are the owner's responsibility. Owners should not expect an Officer or Board member of HMA (all of whom serve without compensation) to handle these problems.

The Board does not have police power. In the event of excessive noise or other misconduct on the premises, the appropriate course of action is to call the City of Huntington Beach police department.

In order to receive maximum enjoyment of Huntington Marina by all residents, certain rules and regulations are required to be observed by members, residents, and guests. Some of these rules are established by the CC&Rs and must be enforced by the Board. Other rules are dictated by the special circumstances of Huntington Marina, e.g. use of the waterfront, vehicle parking, speed limits, etc. Rules and the reasons for them are described more completely in these Rules and Regulations.

#### **1.102 Indemnification**

Every past or present HMA volunteer (director, officer, or committee member) of the Association shall be indemnified by the Association against expenses and liabilities, including reasonable attorney's fees and costs incurred or imposed upon them in connection with any proceeding in which such HMA volunteer may be a party, or may become involved, by reason of them being, or have been, a director, officer, committee member or volunteer of the Association, or any settlement thereof, except in such cases wherein the HMA volunteer is adjudged guilty of gross negligence in the performance of their duties. Indemnification shall be in addition to and, not exclusive of, all other rights to which such HMA volunteers may be entitled.

TITLE: General Maintenance

INDEX NUMBER  
2.100

Reviewed/Revised: March 2003

Reviewed/Revised: May 2013

Issuing Authority: Board of Directors

Page 1

### **2.101 Commercial Activities**

Both the CC&Rs and zoning ordinances of the City of Huntington Beach prohibit the use of the condominium, garages, carports, or dock spaces for commercial purposes.

### **2.102 Damage To Common Property**

Per Article V and VII (h) of the CC&Rs, each owner is responsible for restoring and repairing to its former condition any damage to common property by the owner, the owner's tenants or their guests.

### **2.103 Pets**

Article VII (f) of the CC&Rs permits each owner to maintain one dog and one cat as pets as long as they are kept for pleasure only and not permitted to constitute a nuisance on the premises.

All dogs must be on leash when on common property.

Designated, non-paved garden areas are provided along the street (not in breeze ways) for pet excretion. Owners are responsible for removing their pet's excretion.

Violation of this regulation may result in the demand for removal of the pet from HMA property.

### **2.104 Tenants and Guests**

All HMA owners, tenants and guests are asked to cooperate in allowing each resident the full enjoyment of their residence. Owners, including off-site landlords, will be held responsible for the actions of their tenants and guests.

Owners are obligated to provide tenants and guests with a copy of the HMA Rules and Regulations.

TITLE: Common Areas

INDEX NUMBER  
3.100

Reviewed/Revised: March 2003

Reviewed/Revised: May 2013

Issuing Authority: Board of Directors

Page 1 of 4

The CC&Rs define common areas in the following language. "The individual dwelling and its adjacent patio or balcony as the case may be shall constitute a "UNIT" as that term is defined in Civil Code Section 1350. All other parts and portions of the "Project" (as that term is defined in Civil Code Section 1350) shall be deemed to be a part and portion of the "Common Area" as defined by such section and identified as Lot 1 on such hereinbefore mentioned maps. The improvements which will be constructed in addition to the units and which will constitute a part of the common area include 92 covered garage spaces, pedestrian walkways, driveways and a private street all servicing the "Project". In addition, Declarant proposes to construct 92 boat slips and appurtenances thereto on land and water owned by the State of California and leased to the Declarant, with such improvements and leasehold interest being assigned to the HUNTINGTON MARINA ASSOCIATION...."

The following set rules for governance of the common areas.

### **3. 101 Docks**

Each owner has an irrevocable license under the CC&Rs to the assigned dock and berthing space as shown in the attached dock plan. Dock and berthing spaces may neither be exchanged, sold, or transferred between owners; nor leased, subleased, or rented. Tenants have the same rights and limitations on docks and berthing spaces as the owner from whom they rent.

Assigned dock space is the space directly in front of each unit. Lower units are assigned the outside dock and upper units the inside dock (per Article 1, Section B of the CC&Rs). The vessel in an HMA berth must be registered to the owner or tenant of the unit assigned to that berth, and used at least 50% of the time by the unit owner or tenant, i.e., a greater than 50% ownership or operation by a non-resident is prohibited.

For safety and ease of maintenance, docks must be kept clear of boats, motors, batteries, and all other encumbrances except for one, Board approved, ladder and boarding step per boat slip. Owners are responsible for the maintenance of their ladder and boarding step.

If owners place boats or other items (except approved boarding steps) on the dock, the Board will have boats put into the water; and haul away and store other items, and charge the owner \$200 plus any storage fees.

Electric power supplied to the docks is part of the common area. Dock power may not be used on a continuous basis except for battery chargers and dehumidifiers, and only if the monthly power cost does not exceed \$20.



### **3.102 Floats (Dinghy Docks)**

Since floats are attached to docks which are common property, they are subject to controls and regulations as set forth by the Board regarding their ownership and use.

Owners are responsible for maintaining floats.

Cost, ownership, and use of floats should be split equally between owners of the upper and lower units, and the 50% interest passes with the sale of each unit. If one owner chooses not to participate in the cost of a float, when ownership of the unit changes or if the owner changes their mind, the current or new owner is entitled to purchase a 50% interest in the float at the assessed value of the float owner and have use of half of the float.

The size (usually 8'x12' with the 12' side attached to the dock), design, materials, and finish of floats must be approved in advance of construction by the Architectural Committee and Board. Floats may only be placed between the dock and the seawall, and must clear the gangway by at least six inches.

The weight of items placed on the float may not put the structural integrity of the dock to which the float is attached in jeopardy. Any objects on the float that cause structural damage to the dock are to be removed by the owner and the owner is responsible for repairing the damage to the dock.

### **3.103 Patio Planters**

Patio planters are common property and will be landscaped and maintained by the Association. Other plants or structures may be installed if agreed upon by all neighbors within visual distance of the planter and with prior approval of the Board. If at any time, any owner disagrees with the plants or structures in the planters, the Board will determine appropriate plants.

### **3.104 Signage**

Specific signage permitted by the Association is listed below. All other signage is prohibited on HMA property.

#### **Permitted Signage**

- A 12" x 18" FOR SALE or FOR RENT sign on a stake in front of the breezeway in the tree planter.
- An 18" x 24" FOR SALE or FOR RENT sign on the waterfront patio or deck railing.
- A 2' x 18" SOLD sign on a stake in front of the breezeway in the tree planter, and an 18" x 24" SOLD sign on the waterfront patio or deck railing may be displayed until escrow closes.
- Open House signs at the entrance to the Association and the entrance to the unit's breezeway during the hours of the open house.
- All other signage is subject to the Architectural Committee of the Board.

If Association property is damaged by any sign, the owner of the unit the sign is attached to is responsible for the repair costs.

Non-conforming signs will be removed by the Association.

**3.105 Storage****Fuel**

It is illegal per UFC Code 79.201 to store gasoline in private garages except for "Quantities not exceeding 10 gallons for maintenance purposes and operation of equipment when stored in approved containers ....".

**Breezeways, Driveways, Carport Areas**

Breezeways, driveways, carport areas, and the area in front of the garages may not be used for storage.

**Trash Areas**

Designated trash areas are provided adjacent to the breezeway. Only trash containers may be stored in the trash areas unless otherwise agreed to by both owners sharing the trash area. Owners are responsible for keeping these areas clean and sanitary. Trash must be stored in covered plastic or metal containers. Items with offensive odors must be securely sealed before depositing in trash containers.

Trash collection is provided by the City of Huntington Beach each Friday morning (except for weeks with major holidays when collection is moved to Saturday morning). To keep the complex looking good, trash containers should be placed at the street end of breezeways no earlier than late in the afternoon preceding collection and be removed as soon as possible after collection.

**Gas Meter Areas**

The gas company must be able to read the gas meter, therefore, storage in the gas meter area must not obstruct the meter. Use of the gas meter area for storage or other purposes must be by agreement of the two owners sharing the meter.

**3.106 Vehicles****Size**

Vehicle size is limited to the area within a carport parking space (no longer, wider or taller than the carport), and they may not extend into the fire lanes along Mariner Drive (the red brick line in front of the garages is a legal fire lane and the Association is subject to fines by fire department for any violations).

**Parking**

Each unit has three assigned parking spaces: garage, front of garage, and carport (with exception of units 16196, 16198 and 16200 which have designated sidewall parking). Parking in a designated parking space other than one's assigned space is permitted only upon obtaining permission from that space's owner. The Board will cause to be towed any unauthorized or illegally parked vehicles at the owner's expense.

Guest spaces are limited. Therefore, guests are limited to a 48 hour maximum within any seven-day period of time. Any violators are subject to fines and/or towing of the vehicle at the vehicle owner's expense.

Because it is a safety hazard and the City of Huntington Beach has the right to exercise its authority to revoke Mariner Drive as an authorized street if there are repeated safety violations, parking in non-designated areas throughout the complex is illegal. Illegal parking includes, but is not limited to:

1. Double parking.
2. Parking beside a red curb.
3. Parking between garage pads behind breezeway trees.
4. Parking against carport walls in undesignated space.
5. Parking beside planters along the street or in the south circle area.
6. Parking behind garages of units 16196, 16198, and 16200.
7. Parking in or in front of breezeways (including motorcycles, scooters, and bicycles).

Motor homes, trailers, campers, non-operable vehicles, trucks (other than pickup trucks) and boats on trailers may not be parked overnight on the premises. They are permitted on premises only for the purposes of loading, unloading, battery charging, and minor service.

#### **Other Vehicle Items**

Vehicles must be kept in good working order so that no oil or gasoline is permitted to leak on the pavement. If a vehicle does leak on the pavement, the owner of the unit is responsible for cleanup costs.

The maximum vehicle speed on the premises is 10 mph.

Carports and areas in front of garages may not be used for repair or overhaul of any type of vehicle or boat.

Garage doors may not be left open unattended or overnight, and may not be left partially open at anytime to accommodate oversized vehicles.

Washing vehicles is limited to the car wash area between carports (not in front of garages).

TITLE: Maintenance

INDEX NUMBER  
4.100

Reviewed/Revised: March 2003

Reviewed/Revised: May 2013

Issuing Authority: Board of Directors

Page 1 of 2

Owners are responsible for the maintenance and upkeep of all that is interior to their unit including windows, doors, garbage disposals, dishwashers, furnaces, water heaters, washers, dryers, clogged drains, and electrical.

#### **4.101 Patios and Decks**

HMA is responsible for maintaining the structural integrity of upper and lower water-side patios. No permanent carpeting may be installed on upper patios because the carpet retains moisture that promotes decay of the patio.

#### **4.102 Drain Pines**

Only the Association is authorized to remove or install gutter or drain spouts on the buildings.

#### **4.103 Garage Doors**

The CC&R's state that garages are owned as common property of HMA, therefore, they will be maintained by HMA.

#### **4.104 Gardening**

The Association maintains and waters plants in the common areas. Complaints or suggestions regarding gardening should be in writing and placed in the box on the left side of Maintenance Building.

Breezeway plants (potted or planted by the owners) shall be by agreement of all the breezeway owners and tenants. Complaints regarding owner installed breezeway plants may result in removal or pruning of the plant by the Association.

#### **4.105 Grape Stake Fencing**

The Association is responsible for installation, maintenance and painting of the grape stake fences. Owners may paint the side of the fence that is inside their patio area.

If owners choose to attach plants or ornaments to the grape stake fence, they are responsible for the cost of maintenance that is above normal fence maintenance costs.

#### **4.106 Plumbing**

The Association is responsible for all plumbing problems except clogged drains, which are the shared responsibility of the upper and lower unit owners.

Following are some suggestions that will help avoid and mitigate plumbing problems:

1. Over-age water heaters are a potential trouble source. If the guarantee period has expired, the owner is responsible for damage resulting from the water heater's malfunction. If water is leaking from the heater, turn off the inlet valve at the top of

the tank (it's a little cooler to the touch than the outlet valve). Drain the tank by attaching a hose to the drain cock and draining the hose into the shower. Turn off the gas supply valve or the electricity to the tank at the electrical panel in the hall closet. These problems can be avoided if the water heater is replaced as soon as the guarantee expires.

2. To avoid many serious water leakage problems, extra care should be taken by upper unit residents including:
  - Washing machine faucets should always be turned off when not in use to prevent a burst hose from causing water damage (sometimes extensive) to both upper and lower units.
  - Monitor shower and bathtub overflows in upper unit baths to prevent lower unit flooding through light fixtures.
3. If water is leaking from the upper unit, and the lower resident is not available, the upper unit resident should notify an HMA officer immediately.
4. For most units, the water system shut-off valves are located in the lower rear patio. Water may also be turned off at the entrance to the breezeway.
5. If there is a gas leak, turn off the gas at the meter in the breezeway and call the Gas Company: (English 1-800-427-2200) or (Spanish 1-800-342-4545).

#### **4.107 Road and Carports**

Mariner Drive and carports will be maintained by HMA. Grease and oil residue in assigned carports is unsightly and damages the pavement/concrete. Any grease or oil residue that is greater than 2 inches in diameter must be removed at the owner's expense. If the owner does not remove the residue, it will be removed by HMA and the owner will be responsible for the cost.

#### **4.108 TV- Satellite Disks and Antennas**

Prior to installing satellite disks or antennas, owners must obtain approval of the specifications from the HMA Maintenance Department. A written request for approval shall include the specifications of the disk or antenna and the name of the company that will perform the installation. Maintenance Department personnel will make a platform to hold the antenna and direct the installation company as to the appropriate (inconspicuous) location to place the disk or antenna.

TITLE: Architectural Changes

INDEX NUMBER

5.100

Reviewed/Revised: March 2003

Reviewed/Revised: May 2013

Issuing Authority: Board of Directors

Page 1 of 2

I. Article VII (C) of the CC & R's requires the Board of Directors of HMA appoint annually an Architectural Committee. Article VII further provides that:

- A. No structural alterations to any unit shall be made, and no plumbing or electrical work within any bearing or party walls shall be made by any individual owner without the prior written consent of the Board of Directors.
- B. No owner shall make any alterations, additions or modifications to any part or portion of the common area herein defined and described without the prior written approval of both the Board of Directors and the Architectural Committee.
- C. With respect to the installation of awnings, sunshades and other installations to any individual unit, the prior written approval of the Board of Directors only shall be required and the discretion of the board of directors shall be exercised with a view to promoting uniformity in such installations and thereby enhancing the attractiveness of the project as a whole.
- D. Petitions to the Architectural Committee and/or the Board must be in writing and accompanied by appropriate sketches describing the changes or additions desired and must include size, style, materials, color and methods of attachment as they apply.
- E. Failure to comply with the provisions of Article VII may result in the requirement of restoration of condominium property at the owner's expense.
- F. Authority to require restoration, if necessary through the judicial process, is vested in the Board of Directors.

#### **5.101 Modifications**

- A. City Permits may be required for all work and copies must be provided to the Board of Directors prior to the start of work.
- B. No work will proceed without submission of the Owner's signature on a "Hold Harmless" document.
- C. Copies of all final inspection documents will be submitted to the Board of Directors.
- D. HMA and its Board take no responsibility for the maintenance of any modifications.
- E. Painting, caulking, sealing, etc. must be scheduled by the owner and done at the owner's expense in accordance with overall condominium maintenance standards.
- F. Permanent signage requires approval by the Architectural Committee.
- G. Maintenance or damages resulting from modifications are strictly the responsibility of the owner and not of the HMA.

**5.102 Specific Architectural Items**

**A. Prohibited Modifications**

1. Creating access between a garage and a living unit (1988 Uniform Building Code Sec. 1104) is prohibited.
2. Conversion of a garage to a bedroom, den, or other live-in area.
3. Gangway and porch handrails must not be tacked, nailed, or stapled, nor should tape or other material be applied that can damage the finish.

**B. Typical modifications requiring Architectural Committee approval (this list is not all inclusive) are:**

Skylights  
Breezeway Gates  
Window replacement or addition  
Enclosing Upper Unit  
Jacuzzis and Hot Tubs  
Doors (sliders, front, garage)  
Floats (Dinghy Docks)  
Boat Lifts

TITLE: <u>Watercraft</u>	INDEX NUMBER <u>6.100</u>
Reviewed/Revised: <u>March 2003</u> Reviewed/Revised: <u>May 2013</u>	
Issuing Authority: Board of Directors	Page 1 of 2

### **6.101 Ownership**

A boat in an owner's assigned berth must be registered to the owner or tenant and used at least 50% of the time by the registered owner.

All owners and/or dock users must complete an annual dock owner registration form, with proof of insurance and ownership, to the Association and/or management firm. Any violation of this provision is subject to enforcement via fines and any legal action to have the boat removed until proper registration.

### **6.102 Size**

The beam of the boat may not exceed  $\frac{1}{2}$  of the clear space between docks minus one foot, and the length may not extend more than 5 feet into the channel beyond the end of a dock.

### **6.103 Berthing Space**

The berthing space assigned to the unit is defined as  $\frac{1}{2}$  of the clear space between docks minus one foot. Boats which exceed the clearance limits may be berthed only with the continuing consent of the encroachment by the adjacent dock user. The adjacent dock user or their successor has a continuing right to change their mind concerning encroachment, with or without cause. Purchase and berthing of oversize boats is, therefore, at one's own risk.

### **6.104 Docking**

For noise and fumes reduction, boats must be docked with the bow facing the sea wall.

### **6.105 Boat Lifts**

Because some boat lift installation may be a potential cause of damage to docks, they require prior written approval of the Architectural Committee of the Board.

### **6.106 Liability Insurance**

For boats equal to or greater than 27 feet in length, owners are required to show proof of liability insurance of at least \$300,000, and naming HMA as additional insured.

### **6.107 Fueling**

Fueling floating marine craft while berthed at an HMA dock is prohibited.

### **6.108 Living a Board**

No boat or watercraft may be moored at the Huntington Marina docks, which is occupied and or used as a floating residence per Chapter 13.36.150 of the Huntington Beach Municipal Code Relating to Boating Regulations:

"No person shall moor or dock any vessel in a harbor in the city for use as living quarters either permanently or for a period in excess of seventy-two (72) hour. The enforcement of this section shall be the joint responsibility of the Community Services Director and the Community



Development Director, and their designated representatives, together with any Peace Officers having jurisdiction in the area in which a violation of this section is committed.”

**6.109 Violation of Watercraft Rules**

Violation of any of the watercraft rules may result in a fine.

**APPENDIX A**  
**ENFORCEMENT OF POLICY AND FINE SCHEDULE**  
**PAGES 1-4**

**HUNTINGTON MARINA HOMEOWNERS ASSOCIATION  
APPENDIX A  
ENFORCEMENT POLICY AND FINE SCHEDULE**

In order to receive maximum enjoyment of Huntington Marina by all residents, certain rules and regulations are required to be observed by members, residents, and guests. Some of these rules are established by the CC&Rs and must be enforced by the Board. Other rules are dictated by the special circumstances of Huntington Marina, e.g. use of the waterfront, vehicle parking, speed limits, etc. The CC&Rs specify that each owner shall comply with all of the applicable ordinances, statutes and requirements of all Federal, State or Local agencies, with respect to the occupancy and use of his unit.

The following policies and associated fines constitute the enforcement procedures governing Members of the Association who violate the rules, regulations, agreements, terms and conditions of the Governing Documents of Huntington Marina Homeowners Association.

1. **Applicable Documents**

The policies stated below apply to violations of any of the Governing Documents of Huntington Marina Homeowners Association, including the Articles of Incorporation, Bylaws; Covenants, Conditions, and Restrictions ("CC&Rs"); or Rules and Regulations ("Rules")

2. **Actions Prior to Initiation of Formal Disciplinary Process**

The Board of Directors ("the Board"), an owner of a separate interest ("Member"), or any resident of the Association has the authority to request in any reasonable manner that a Member, resident, tenant, or invitee thereof cease or correct any act or omission which appears to be a violation of the Governing Documents of the Association. Complainants are encouraged to attempt such informal resolution before the formal process is initiated. However, if a Member or resident cannot, or will not, initiate informal resolution, or if the informal resolution is not successful, the following procedures will apply.

3. **Written Complaint**

Disciplinary proceedings will be initiated upon the receipt of a written complaint ("Complaint") from any Member or resident to the Board or its designated agent by letter, setting forth, in ordinary and concise language, the acts or omission with which the alleged offender ("Respondent") is charged. Complaints may also be initiated directly by any member of the Board of Directors or by the management agent. The Complaint should include the specific provisions of the CC&Rs, By-Laws or Rules which the Respondent is alleged to have violated, and should consist of more than charges phrased in the general language of such provisions. The Complaint should contain as many specific and supporting facts as are available, such as time, date, location, person(s) involved, and other relevant details so that the Complaint may be evaluated and investigated by the Board. Complaints initiated by a member of the Board of Directors or management agent may be in any form, which provides a record of the Complaint. A copy of the Complaint will not be provided to the Respondent except as required by law.

4. **First Notice**

Upon the filing of the Complaint, to the extent the Board deems appropriate, the Board shall reasonably investigate the Complaint to verify that, if true, the allegations constitute violation(s) of the Governing Documents. If so (and if the Board, in its sole discretion, determines that enforcement is appropriate in the case in question), the Board shall send a First Notice (warning letter) to the Respondent, summarizing the Complaint and requesting compliance with the Governing Documents within a specific time, i.e. 10 days, 15 days, etc.. Such First Notice shall be served by certified mail, return receipt requested; by first-class mail; or by personal delivery to the owner of record and, if appropriate, to the resident tenant. No penalty shall be assessed to the owner in this First Notice. If compliance occurs as a result of sending this First Notice, the Board need take no further action on the Complaint.

5. **Second Notice**

If the violation described in the First Notice is not corrected within a reasonable time (as determined by the Board and stated in the First Notice), or if the violation is repeated, the Board shall fix a hearing date and notify the member in writing, by either personal delivery or certified mail, return receipt requested, at least ten (10) days prior to the meeting. The Second Notice will provide a general summary of the allegations in the Complaint; the date, time, and location of the hearing; a statement that the Respondent may attend the hearing and address the Board and may also contain the penalties that may be assessed at the hearing. The Board shall meet in executive session if requested by the member. Whether or not the Respondent wishes to attend the hearing, he or she may deliver to the Board a written statement, setting forth the Respondent's answer to the allegations in the Complaint. If the Respondent submits a written response, it must be delivered to the Board of Directors, or the Board's authorized representative, at least seventy-two (72) hours prior to the hearing. This will ensure that the Board has the opportunity to consider the response prior to any decision on the Complaint being made.

6. **Hearing**

- (a) Neither the Complainant nor the Respondent is obliged to be in attendance at the hearing, although such attendance is encouraged. All hearings will be held in executive session unless otherwise agreed upon by the Board and Member.
- (b) At the beginning of the hearing, or at any appropriate time during the hearing, the Board will explain the rules and procedures by which the hearing is to be conducted. The Board is entitled to exercise its discretion as to the specific manner in which the hearing will be conducted. Technical and specific rules of evidence or procedure will not generally be applicable to the hearing except that the Board shall have full discretion to impose specific rules where it considers such rules to be appropriate and to refuse to admit evidence not reasonably relevant to the issues. Formal questioning of witnesses by the Respondent will generally not be permitted.
- (c) The Board will consider any written or oral statements of the parties and witnesses together with such other information and/or evidence than before it and which the Board reasonably determines to be material and relevant.
- (d) Should the Respondent and/or Owner fail to appear at the hearing and fail to submit a written statement in defense of the allegations; the Board may consider such failures to be an admission of the allegations.

7. **Decision**

After all evidence and/or representations have been presented to the Board, the Board shall vote upon the matter. The decision may be made at the conclusion of the hearing, or may be postponed to no later than fifteen (15) days thereafter. If the Board imposes discipline on a member, the Board shall provide the Member a written notification of the disciplinary action, by either personal deliver or first-class mail, as soon as practicable thereafter, but in no event more than fifteen (15) days after the hearing. Disciplinary action, if any is imposed, and unless otherwise ordered by the Board, shall become effective no fewer than five (5) days after the Board's decision is mailed to the Respondent. All decisions of the Board shall be final unless the Board, in its sole discretion, agrees to rehear the matter due to the availability of new evidence or information of an overriding nature. All requests for rehearing must be made by the Respondent and received by the Board within thirty (30) days of the date of the notice of the Board's decision, and must include a summary of the new evidence to be presented or the reasons why the Board's previous decision should be overturned.

8. **Fine Schedule to start with Second Notice**

The following fine schedule shall apply where the Board finds a violation has not been corrected and, in its sole discretion, determines to assess a fine. The Board shall determine the time frame for resolution of each offense, i.e., 10, 15, or 30 days.

**Watercraft Violation (Including Residential living, Improper Size, Illegal Docking\* or Safety Issues) (Federal, State, Local Laws) \*Only boats that are registered with the Association and are in compliance with the Governing Documents and Rules are authorized**

1 <sup>st</sup> Offense	\$600.00
2 <sup>nd</sup> Offense	\$1000.00
3 <sup>rd</sup> Offense	\$1200.00
4 <sup>th</sup> Offense & Subsequent Offenses Continuing Offenses	\$600.00 x number of previous offenses. \$200 per day maximum for each day the violation exists

**Governing Documents Violations other than Watercraft**

1 <sup>st</sup> Offense	\$100.00 maximum fine
2 <sup>nd</sup> Offense	\$200.00 maximum fine
3 <sup>rd</sup> Offense	\$300.00, maximum fine
4 <sup>th</sup> Offense & Subsequent Offenses	\$100.00 x number of previous offenses
Continuing Offenses	\$100.00 per day maximum for each day the violation exists.

**Parking Offenses**

The fine schedule listed above shall apply, plus the vehicle is subject to immediate tow according to the rules & regulations.

**Additional Provisions**

The fines listed above are maximum amounts per violation, and are in addition to any actual costs, damages, or expenses, including attorney fees, incurred by the Association in obtaining compliance with the Governing Documents. The Association reserves the right to use any legal enforcement remedy available to the Association in order to enforce the governing documents and Rules & Regulations and all costs and fees incurred will be billed to the Owner. Offenses for separate rules will each start at the first offense stage and progress to higher levels as appropriate.

In addition to assessment of a fine, the Board may suspend the Respondent's voting rights and Association privileges as outlined in the CC&Rs, Bylaws, and Rules for up to thirty (30) days per violation.

9. **Lawsuit on behalf of the Association for Violation Fines**

A lawsuit will be filed against the homeowner when Violation Fines levied reach \$1000.00.

10. **Rules Committee**

Any of the rights, duties, and actions outlined in this policy permitted or required to be performed by the Board, may, at the discretion of the Board, be delegated to a Rules Committee, the management agent, or other authorized agent.

Reviewed and adopted by the Huntington Marina HOA Board of Directors:

05/14/13  
Date

Submitted to the Members:

05/24/13  
Date

Effective Date: May 30, 2013

## **APPENDIX B — FORMS & AGREEMENTS**

Pages 1 and 2 .....	Alternative Dispute Resolution
Page 3 .....	Architectural Request
Page 4 .....	Hold Harmless Agreement
Page 5 .....	Maintenance Request
Pages 6 .....	Maintenance Responsibilities

**IMPORTANT HOMEOWNER NOTICE  
SUMMARY OF INTERNAL DISPUTE RESOLUTION PROCESS  
AND ALTERNATIVE DISPUTE RESOLUTION PROCESS**

**I. INTERNAL DISPUTE RESOLUTION PROCESS ("IDR")**

Pursuant to Civil Code section 1363.810 *et seq.*, the following internal dispute resolution process is to be followed by the Association and owners in connection with disputes relating to the enforcement of the Association's governing documents, the Davis-Sterling Common Interest Development Act (Civil Code section 1350 *et seq.*) and section 7110 *et seq.* of the Nonprofit Mutual Benefit Corporation Code (collectively, the "Disputes").

Either party to a Dispute may invoke the following procedure:

1. The party may request the other party to meet and confer in an effort to resolve the dispute. The request shall be in writing.
2. An owner may refuse a request to meet and confer. The Association may not refuse a request to meet and confer.
3. The Association's Board of Directors shall designate a member of the Board to meet and confer.
4. All parties shall meet promptly at a mutually convenient time and place, explain their positions to each other, and confer in good faith in an effort to resolve the dispute.
5. A resolution of the dispute agreed to by the parties shall be memorialized in writing and signed by the parties, including the Board designee on behalf of the Association.
6. The agreement reached binds the parties and is judicially enforceable if both of the following conditions are satisfied: (a) The agreement is not in conflict with the law or governing documents of the common interest development or Association; and (b) The agreement is either consistent with the authority granted by the Board of Directors to its designee or the agreement is ratified by the Board of Directors.

A member of the Association may not be charged a fee to participate in the process.

**II. ALTERNATIVE DISPUTE RESOLUTION ("ADR")**

California Civil Code section 1369.610 *et seq.* requires that the Association and owners endeavor to submit certain types of dispute to ADR prior to initiating a lawsuit. This notice merely provides a summary of the statute. If there is a dispute which may require ADR pursuant to Civil Code section 1369.510 *et seq.*, please review all of the provisions of the statute or seek your own independent legal counsel.

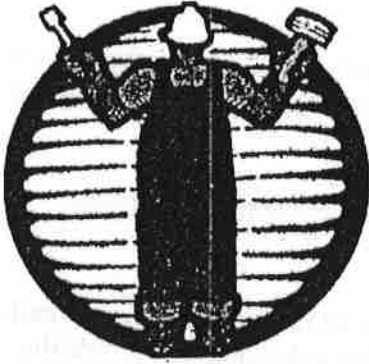


## COMPLIANCE PROCEDURES

- A. **INITIATING PARTY.** The party pursuing the dispute, prior to filing any lawsuit, must serve on the other party "Request for Resolution" including the following information and language:
1. A brief description of the dispute;
  2. A request that the matter be submitted to ADR;
  3. A notice that the party receiving the Request for Resolution (the "Responding Party") is required to respond thereto within thirty (30) days of receipt or it will be deemed rejected.
  4. If the party on whom the Request is served is an owner, a copy of the Civil Code section 1369.510 *et seq.*
- B. **SERVICE.** A Request for Resolution may be served by personal delivery, first-class mail, express mail, facsimile transmission or other means reasonably calculated to provide the Responding Party actual notice of the Request.
- C. **RESPONDING PARTY'S OBLIGATION.** Upon receipt of the Request for Resolution the Responding Party, whether the Association or owner, has thirty (30) days in which to either accept or reject the Request. In the event no such response is received, the Request is deemed "rejected".
- D. **TIME FOR COMPLETION OF ADR.** Where the Request is accepted, the parties must complete the ADR within ninety (90) days of receipt of the acceptance. However, the parties can stipulate in writing to extend the period.
- E. **COST OF ADR.** The cost of ADR shall be borne by the parties.
- F. **TOLLING OF STATUTE OF LIMITATIONS.** If a Request for Resolution is served before the end of the applicable statute of limitations, the time limitation is tolled for certain periods specified in the Civil Code section 1369.550.
- G. **CERTIFICATE.** In the event that a lawsuit is eventually commenced, the party filing must file with the initial pleading a certificate stating that one or more of the following conditions is satisfied: (1) Alternative dispute resolution has been completed in compliance with 1369.510 *et seq.*; (2) One of the parties to the dispute did not accept the terms offered for alternative dispute resolution; or (3) preliminary or injunctive relief is necessary.

# HUNTINGTON MARINA ASSOCIATION

## Request for Architectural Change



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

Time: \_\_\_\_\_

Your name \_\_\_\_\_

Address \_\_\_\_\_

Phone #1: \_\_\_\_\_

Phone #2: \_\_\_\_\_

Your Request: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**PLEASE DROP IN MAIL SLOT AT SHED WHEN COMPLETED.**

**Huntington Marina Association**  
**HOLD HARMLESS AGREEMENT**

For valuable consideration received, \_\_\_\_\_,  
owner(s) of

\_\_\_\_\_ Mariner Drive, Huntington Beach, California, hereby hold  
Huntington Marina Association harmless from all repairs, replacement, and structural damages  
that may be caused by the remodeling listed as follows:

---

---

---

---

This agreement is binding on all heirs and successors with interest in said unit.

Huntington Marina Association has permission to record this Agreement with the County  
Recorder of Orange County, California.

Signed: \_\_\_\_\_  
\_\_\_\_\_

On this \_\_\_\_\_ day of, 201\_\_\_\_  
County of Orange, California.

Witnessed: \_\_\_\_\_  
\_\_\_\_\_

# HUNTINGTON MARINA ASSOCIATION

Request for Repair or Maintenance  
(One request per page)



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

Time: \_\_\_\_\_

Your name: \_\_\_\_\_

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

Phone #: \_\_\_\_\_

Your Request: \_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**PLEASE DROP IN MAIL SLOT AT SHED.**

\*\*\*\*\*

## HMA Completion Record

DATE JOB COMPLETED: \_\_\_\_\_

OWNER/TENANT PLEASE SIGN TO VERIFY COMPLETION OF JOB.

\_\_\_\_\_  
Please return to HMA mail slot.

### Responsibility for Maintenance of Residential Buildings

External Repairs	Assoc	H/O	Comments
Painting:	X		HOA paints front door and frame.
Stucco or External Wood:	X		
Garage Doors:	X		
Garage Door Springs:	X		
Door directly into unit from Garage:		X	
Front Door itself:		X	
Front Door hinges, lock, knobs:		X	
Warped Door by Weather:		X	
Warped Door by Sprinklers:			
Broken or Cracked Window:		X	
Ill-Fitting Windows:		X	
Window Frames:		X	
<b>Structural Repairs</b>	<b>Assoc</b>	<b>H/O</b>	<b>Comments</b>
External Bearing Walls:	X		Exterior only.
Internal Non-Bearing Walls:			
Slabs or Floors			
Termite Damage:	X		
Patio Fences and Gate:			
Patio Fence/Gate Painting:			
Patio Fence/Gate Repairs			
<b>Roofs</b>	<b>Assoc</b>	<b>H/O</b>	<b>Comments</b>
Roof Itself	X		
Roof Leak damage to interior:	X		
<b>Electrical</b>	<b>Assoc</b>	<b>H/O</b>	<b>Comments</b>
Internal Fixtures:		X	
External Fixtures:	X		
Wall Wiring:		X	
Breaker Panels:			
Front Door Light Fixtures or Bulbs:			
External Garage Light Fixtures or Bulbs:			
Internal Garage Light Fixtures or Bulbs:			
Time Clocks or Sensors:			
External Wall Light Fixtures or Bulbs:			
<b>Plumbing</b>	<b>Assoc</b>	<b>H/O</b>	<b>Comments</b>
Internal Fixtures:		X	
External Fixtures:	X		
In Bearing Walls or Floors:		X	
In Non-Bearing Walls:			
Sewers or Drains:	X		
Water Heaters			
<b>Air Conditioners</b>	<b>Assoc</b>	<b>H/O</b>	<b>Comments</b>
Compressors, Fans, Housing:			
Wiring:			
Ducts:			
<b>Television</b>	<b>Assoc</b>	<b>H/O</b>	<b>Comments</b>
Antenna:			
Lead Wire:			
Cable:		X	

## **APPENDIX C — DOCK & SITE PLAN**

214/89

ORIGINAL

SHEET 3 OF 5 SHEETS

SCALE: 1" = 20'

**TRACT NO 5864**IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE  
STATE OF CALIFORNIAFOR CONDOMINIUM PURPOSES  
SUBDIVISION OF THE AIR SPACE

22 UNITS

1 LOT

1.2828 Acres

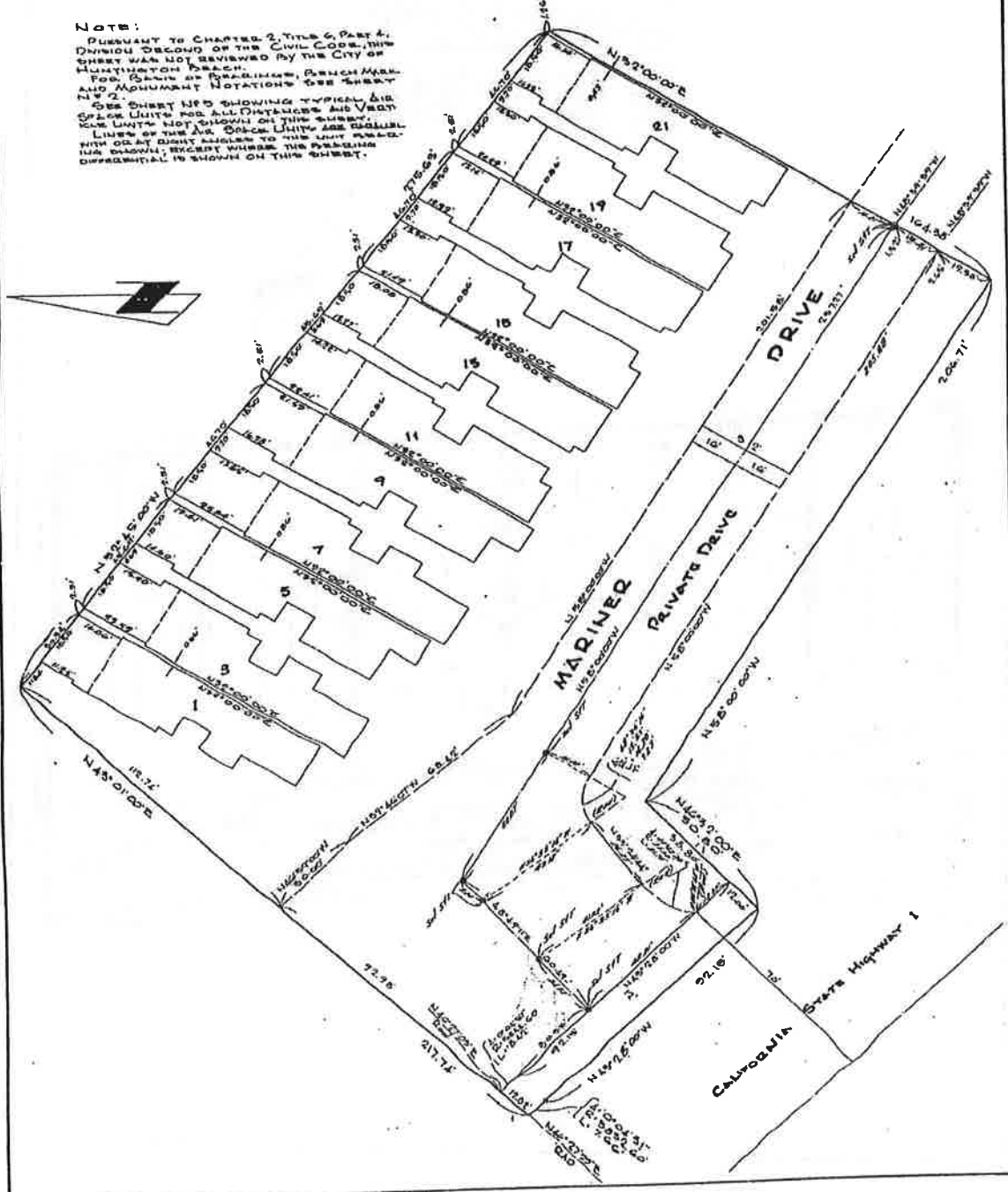
HUGH E. HALDERMAN  
R.E. NO 8793  
MARCH, 1968

25813

ACCEPTED AND FILED  
APR 30 1968  
AT HUNTINGTON BEACH  
COUNTY OF ORANGE  
CALIFORNIA  
PUBLIC COUNTY RECORDER  
\$13.00

**NOTE:**

PURSUANT TO CHAPTER 2, TITLE 5, PART 4,  
DIVISION SECOND OF THE CIVIL CODE, THIS  
SHEET WAS NOT REVIEWED BY THE CITY OF  
HUNTINGTON BEACH.  
FOR DESIGN OF BUILDINGS, PERMITS, MARK-  
AND MONUMENT NOTATIONS SEE SHEET  
NO 2.  
SEE SHEET NO 2 SHOWING TYPICAL AIR  
SPACE UNITS FOR ALL DISTANCES AND VERTI-  
CAL UNITS NOT SHOWN ON THIS SHEET.  
LINES OF THE AIR SPACE UNITS ARE SHOWN  
WITH DASHED LINES TO THE UNIT BOUND-  
ARY SHOWN, EXCEPT WHERE THE PLANNING  
DIFFERENTIAL IS SHOWN ON THIS SHEET.



SCALE: 1" = 20'

ORIGINAL

SHEET 5 OF 5 SHEETS

**TRACT N<sup>o</sup> 5865**IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE  
STATE OF CALIFORNIAFOR CONDOMINIUM PURPOSES  
SUBDIVISION OF THE AIR SPACE

24 UNITS

1 LOT

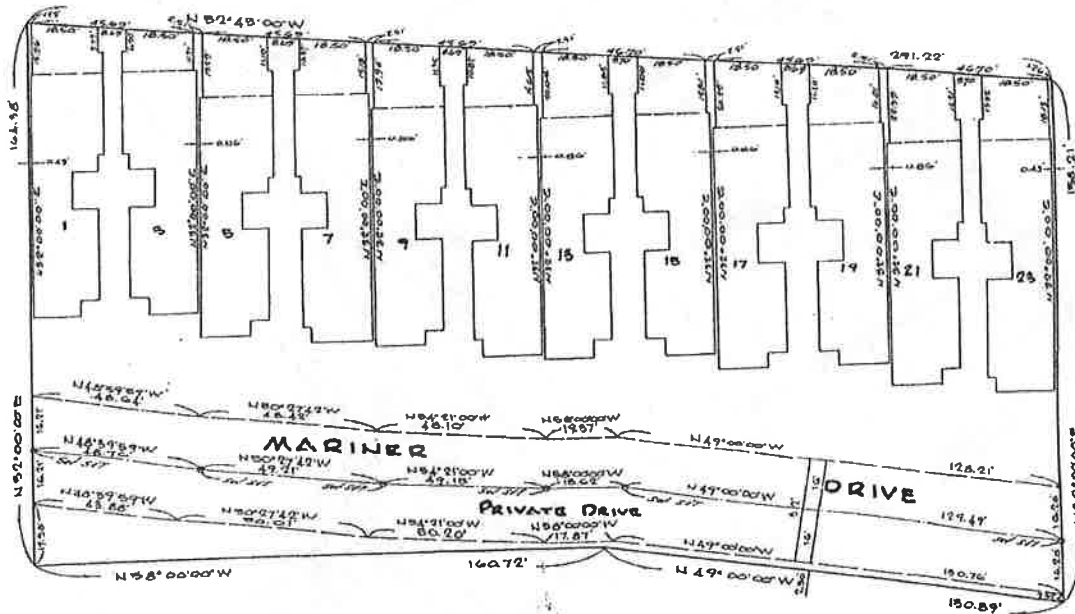
10960 ACRES

HUGH E. HALDERMAN  
RCE N<sup>o</sup> 8793  
MARCH, 1965

25815

ACCEPTED AND FILED  
APR 30 1965 AT 10 AM  
BY CLERK OF  
ORANGE COUNTY FILE CO.  
ORANGE COUNTY RECORDS  
1-1000 EARTH, Long Beach  
\$42.00**NOTE:**

PURSUANT TO CHAPTER 2, TITLE 6, PART 4,  
DIVISION SECOND OF THE CIVIL CODE, THIS  
SHEET WAS NOT REVIEWED BY THE CITY OF  
HUNTINGTON BEACH.  
FOR PLATS OF RECORDING, BEACH  
MAJOR AND MONUMENT NOTATIONS, SEE  
SHEET N<sup>o</sup> 12.  
SEE SHEET N<sup>o</sup> 12 SHOWING TYPICAL AIR  
SPACE. UNITS FOR ALL DISTANCES AND  
SIZES. VERTICAL LINES NOT SHOWN ON THIS SHEET.  
LINES OF THE AIR SPACE UNITS ARE  
PARALLEL WITH OR AT RIGHT ANGLES TO  
THE UNIT BEARING SHOWN, EXCEPT WHERE  
THE BEARING DIFFERENTIAL IS SHOWN ON  
THIS SHEET.





SCALE: 1" = 20'

ORIGINAL

## TRACT NO 5866

IN THE CITY OF HUNTINGTON BEACH, COUNTY OF ORANGE  
STATE OF CALIFORNIAFOR CONDOMINIUM PURPOSES  
SUBDIVISION OF THE AIR SPACE

24 UNITS

1 LOT

HUGH E. HALBERMAN  
OCE NR 5795  
MARCH, 1965

1.2524 ACRES

SHEET 5 OF 5 SHEETS

25814

ACCEPTED AND FILED  
APR 30 1965 A.M.  
AT HUNTINGTON BEACH  
ORANGE COUNTY RECORDER  
E. W. HART, County Clerk

\$13.00

## NOTE:

PURSUANT TO CHAPTER 2, TITLE 6, PART 4,  
DIVISION SECOND OF THE CIVIL CODE, THIS  
SHEET WAS NOT REVIEWED BY THE CITY  
OF HUNTINGTON BEACH.  
FOR PURPOSES OF PERMITS, PERMITS  
MARK AND MONUMENT NOTATIONS ARE  
SHEET NR 5.  
THIS SHEET HAS SHOWN TYPICAL AIR  
SPACE UNITS FOR ALL DIMENSIONS AND VERT-  
ICAL LIMITS NOT SHOWN ON THIS SHEET  
LIMITS OF THE AIR SPACE UNITS ARE  
PARALLEL WITH OR AT RIGHT ANGLES TO THE UNIT  
BOUNDARY (SHOWN), EXCEPT WHERE THE BOUND-  
ARY DIFFERENTIAL IS SHOWN ON THIS SHEET.

