

Broadmoor Huntington Harbour



Community Handbook

AUGUST 2025

Broadmoor Huntington Harbour Owners and Residents:

The *Community Handbook* for Broadmoor Huntington Harbour Community Association (“Broadmoor” or the “Association”) provides general information important for residents of our community, including many of the rules, regulations, policies and guidelines (together the “rules”). The *Handbook*’s regulatory provisions shall be deemed part of the adopted rules of the Association. Between updates and revisions, certain sections of the *Handbook* may become out of date. Whenever any information presented in this *Handbook* is inconsistent with the CC&Rs or published rules, the CC&Rs and published rules shall prevail.

All homeowners are responsible for reading, understanding and abiding by the provisions contained in the *Handbook* as well as the CC&Rs and other governing documents of the Association. All owners are accountable for the actions of their tenants and guests. Landlords should provide a copy of the *Handbook* to their tenants upon move-in. The board encourages homeowners to attend monthly board meetings to keep abreast of current issues within our community.

Copies of the Handbook and the Association’s rules and policies can be found on the Association’s website: www.broadmoorhh.com.

Neither the Association, the Board of Directors, the Management Company, nor any of their employees or contractors are qualified to provide you with legal advice on any of the matters in this Handbook nor any other matter, and you should not consider this information to be legal advice. If you need legal advice, you should consult with your personal attorney.

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Architectural Control

(rev. 07-2023)

A homeowner must obtain Architectural approval for any modification to the exterior of your unit, any structural changes to the interior, and gas, plumbing or electrical alterations within any bearing wall. Most architectural provisions are included in Article VII of the CC&Rs.

Approval required: The unit owner must apply for and receive the written recommendation of the Association's Architectural Review Committee and the approval of the Board of Directors (acting as the Architectural Committee) for certain changes to common area including but not limited to:

- Modifications to the exterior of any unit (including painting, landscaping, or additions of fences, walls, buildings, signs, or other structures).
- Structural alterations to the interior of any unit.
- Gas, plumbing or electrical alterations within any bearing wall of a condominium.
- Replacement of front entry doors, windows, glass sliding doors, garage doors and utility closet doors.
- Installation or replacement of exterior light fixtures.
- Installation of air conditioners.

Architectural violations, including making any unauthorized or unapproved alteration, may result in a fine of up to \$300 for a minor infraction and up to \$2,500 for a major infraction, as determined by the board.

Prohibited alterations: The following alterations are strictly prohibited by the CC&Rs:

- Exterior projections of any type.
- Aluminum foil, or similar material, either inside or outside of any window.
- Any structure or planting which interferes with the established drainage system.
- Glass, screens, or any other material to enclose a balcony.

Legal services fees: Certain modifications require the applicant to execute a Maintenance and Use Agreement (indemnity agreement) and pay the legal fees for preparation and recording of that agreement.

To apply for architectural approval, complete and submit a *Home Modification Application*, which is available at the entry guard house and on the association's website: www.broadmoorhh.com. The application requirements are set forth in the CC&Rs and summarized in *Architectural Review Procedures* below.

Architectural Review Procedures

(rev. 07-2023)

The following are general guidelines and procedures for requesting approval to modify common area, including remodel, repair or upgrades to units:

- Complete a *Home Modification Application*, which is available at the entry guard house and on the association's website: www.broadmoorhh.com. If the legal services fee applies, include a check payable to "Broadmoor" for the legal fees.
- For additions of and modifications to structural elements, detailed engineering and architectural drawings and plans are required.
- For replacement of exterior doors, windows and garage doors, a manufacturer's brochure showing the style and **color** of the proposed replacement is required. Exterior doors must be brown; windows must be dark bronze; and garage doors must be almond. A copy of the manufacturer's brochure showing the style of the fixture and a color swatch is required.
- For the addition of an AC unit, photos or drawings showing the proposed location of the condenser are required.
- Discuss your proposed project with owners on both sides and above and below (as applicable) and request their concurrence. (NOTE: No one has an absolute veto power over a neighbor's project. However, the neighbors should be given an opportunity to raise substantive concerns so they can be considered by the Architectural Review Committee.)

- Obtain all required permits from the City of Huntington Beach and any other applicable jurisdictions.
- Submit your completed *Home Modification Application* form (with drawings and approval number from the City) to the entry guard house or to the Management Company. The Post Commander will notify the Architectural Review Committee Chairperson of receipt of the application.
- The application will be picked up and reviewed by the Architectural Review Committee at the Committee's earliest opportunity, which will then submit its recommendation to the board. If necessary an on-site review will be conducted.
- Incomplete applications will be returned to the homeowner with a request for the missing information.
- Complete applications will be reviewed and considered by the board at the next scheduled monthly board meeting.
- If approved by the board, the Owner may immediately begin the modification. An approval letter will be sent to the Owner by the Management Company.
- When the project is finished the Owner will notify the Architectural Review Committee Chairperson so the project can be inspected and final signatures appended to the form. Copies of inspection reports from the City (if any) should be attached to the completed form for Association records.

Balconies, Patios and Decks

(rev. 07-2023)

Maintenance: Each homeowner is responsible for the maintenance, repair and replacement of the unit's patio and balcony deck. This includes repair of any damage to the support structure caused by failure to properly maintain the deck. Homeowners should have their deck surfaces regularly inspected by a licensed contractor.

Barbecues: An important safety message about the use of barbecues on balconies, patios or decks: California Fire Code Sections 308.3.1 and 308.3.1.1 prohibits the use of open flame cooking devices (such as gas or charcoal barbecues or other open-flame cooking devices) on combustible balconies or within 10 feet of combustible construction unless the building, balcony or deck is protected by an automatic sprinkler system. *[The City of Huntington Beach has not adopted the Fire Code restrictions on patio BBQs; therefore, the Association currently permits BBQs on patios and balconies.]*

Permitted items: The following items are permitted on patios and balconies:

- Decorative items mounted inside patio and balcony areas.
- Appropriate outdoor furnishings such as tables, chairs and umbrellas.
- Plants and plants stands and pots.
- A limited reasonable number of tasteful decorative items.
- Barbecues (see Fire Code restrictions above).
- A single string of decorative lights (white lights only) located on the interior of the main-level patio or balcony only (no upper level balconies). Decorative lights must be turned off by 10:00PM. The board can require removal of any lights which are deemed too bright, garish, or cast excessive light into the common area.
- One storage cabinet or container as long as it does not exceed the height of the parapet wall or railing
- Propane heaters.

Prohibited items: The following items are **not** permitted on patios and balconies:

- No personal or decorative items may be mounted on exterior walls of the building (except within the patio or balcony) or on balcony railings, including decorative lighting.
- Recreational equipment of any kind.
- Towels, swim and wet suits, and other apparel.
- General clutter, boxes, personal clothing and articles.
- Trash cans.
- Structures, canopies, privacy screens and similar dividers (except as below).
- Televisions and ceiling fans.
- Tiki torches.

Wood and vinyl lattice patio partitions: Permitted between neighboring balconies subject to the following requirements:

- Partitions must be in the association's brown color to match the building's wood trim.
- Partitions must be located inside patio or balcony and not in common area.
- Partitions may not extend more than 24" above the height of the parapet wall.
- Partitions must be free-standing and cannot be affixed in any manner to the stucco walls or railings. Lattices may be placed in pots and other plant containers or boxes.
- Partitions allowed only on the sides and not along the front of patios or balconies.
- Lattice squares should be not less than approximately four inches square and permit at least 60 percent light transmission (no closed lattices).
- Lattice partitions may not obstruct the neighboring unit's view.
- Homeowner must submit a HMA and obtain board approval to install partitions. Approval of neighboring unit is recommended.
- Association may require partition to be removed if neighboring unit objects at any time.

Railings and railing liners: No resident may mount or install any item into a patio or balcony railing using screws or other invasive attachment. Railings may only be lined with **clear** acrylic or plexiglass panels. No screens, chicken wire, wood, bamboo, lattice or other materials may be used. The following restrictions apply:

- Plexiglas panels must be cut to fit the metal railing.
- Panels cannot exceed the height of the railing and must be installed on the interior side of the railing.
- Panels must be secured with black or clear tie-straps only; with excess or tails cut. (Panels may NOT be mounted by screws or other means into the railings.)

Holiday lighting and decorations: May be put up two weeks before a national holiday and must be removed within one week following the holiday. Christmas decorations are permitted throughout the month of December and until the weekend following New Years Day.

Potted plants: May not sit directly on wood, stucco or deck surfaces maintained by the Association. Please elevate pots and plants by using decorative items or holders found at your local home improvement center or nursery. Moisture trapped between the pots and surface will accelerate deterioration. Use of a saucer or liner is required so that water does not drain onto these surfaces. Damages may be assessed to the property owner.

Storage cabinets: A single storage cabinet which does not exceed a footprint of 8' square feet and does not exceed the height of the parapet wall is permitted. The board may require unsightly cabinets to be removed.

Tiling: Tiling on deck surfaces is not waterproof and masks water intrusion. Homeowners with tiled decks are responsible for any damage to the underlying deck surface and structural supports caused by or resulting from water intrusion. In 2021, the Association affirmed that tiling on patio or balcony decks is prohibited.

Barbecues (added 06-2025)

As a requirement of the association's insurance carrier's underwriters, the use of charcoal barbecues is strictly prohibited anywhere within the complex. Propane and natural gas barbecues and wood pellet smokers are still permitted. When in use barbecues on patios and balconies must be located toward the center of the main railing or parapet wall and as far away from building walls as possible, ideally at least three feet. It is also recommended to keep a fire extinguisher on hand in the unlikely event of an unexpected flair up. Keeping your BBQ clean and in good operating condition will help avoid any unintended safety issues and reduce the likelihood of any damage to the buildings.

Bicycles

(rev. 07-2023)

Bicycles are permitted only on the roadways within the complex, and **not** on sidewalks, grass areas, tennis courts, etc.

- Bicycle riders must obey all traffic regulations that apply on the city streets of Huntington Beach..
- No bicycles are to be locked or stored in common areas or outside any unit. They must be stored in the garage or inside the unit of the owner.
- Bicycles are prohibited in the tennis courts, the pool area, the lagoon and its perimeter, sidewalks, walkways and steps.

Building Permits

(rev. 08-2023)

Homeowners must contact the City of Huntington Beach building and planning department to determine whether a planned upgrade, repair, remodel, replacement or remodel of their unit requires a building permit. Generally a building, plumbing, mechanical and/or electrical permit is required for any work that “physically changes or adds structures to your property.”

According to the City, any person who believes that work is being done without required permits can report the problem to the City, who will send out an inspector to stop the project and assess applicable fines. The Association also has authority to fine you for any activity at Broadmoor in violation of city, state, or federal law and take appropriate corrective action.

Home Modification Application: The City’s requirements for building permits are separate from the Association’s requirements for architectural review. For most projects, homeowners need to submit a Home Modification Application (HMA) to the Association’s Architectural Review Committee and seek board approval, in addition to obtaining a City building permit. An HMA is required before you make any modification to the exterior of your unit, structural alterations to the common area interior of your unit, or any plumbing, gas or electrical alterations within any bearing wall of your unit. (See *Architectural Control* and *Architectural Review Procedures* above.)

Cable TV

(rev. 06-2025)

The association provides residents with Cable TV service at a significantly discounted bulk rate. The cost of this service is included in the monthly assessment and includes cable TV service, expanded channel line-up, two (2) set-top cable boxes (one DVR enabled) or two (2) streaming devices (or mix and match), and Paramount+ and Showtime premium channels. For questions or service issues, residents should contact Spectrum Community Solutions at 855-895-5302 which directly handles association services, instead of Spectrum’s general customer service number.

Children

(rev. 07-2023)

Children under 14 years of age should have adult supervision at all times. No children under 14 may enter the pool, spa, tennis courts or other recreational area without adult supervision. Parents should be mindful of the risks of drowning in the pool, spa and the lagoon area. No lifeguards are on duty anywhere in the complex.

Committees

(rev. 07-2023)

The Association may maintain committees to assist and advise the board in conducting the business of the Association. The board encourages all owners to participate on these committees. We are all volunteers,

including the board members. Everyone benefits from greater involvement of homeowners in the day-to-day business of the Association.

Each of the current committees is chaired by a member of the board or an owner or resident invited by the board to chair a standing committee. Examples of committees are listed below. Every committee needs volunteers. Please get involved and help us work to make this the best community it can be.

- **Architectural Review Committee:** Recommends architectural policy to the board, reviews member applications for exterior and interior changes, deletions or additions, acts as a watchdog to ensure architectural compliance with the governing documents.
- **Landscape Committee:** Conducts regular walk-throughs of the grounds to identify landscape issues and makes recommendations to the board for changes and improvements to the landscaping, irrigation system and grounds maintenance.
- **Parking Committee:** Processes applications for parking decals (including garage inspections), considers parking issues and recommends rule changes to the board when advisable.
- **Reserve Study Committee:** Annually reviews the reserve study and assures accuracy for the estimated replacement cost and useful life of each capital element in the complex.
- **Social Committee:** Plans and holds social and recreational events for residents.

In addition to committees, several residents serve as volunteers to monitor, maintain and oversee various systems and matters for the association including the association website, the resident and visitor vehicle entry system and database, parking decal database, pedestrian and pool gate fob lock system, the monthly newsletter, and more.

Communication with the Board of Directors

(rev. 07-2023)

Questions, concerns or ideas must be forwarded in writing to the Board of Directors, in care of the Association's Management Company. Communication may be sent via email, phone or mail. If management is unable to address the correspondence, the communication will be reviewed at a monthly board meeting. The managing agent will provide copies of the correspondence to the Board of Directors in the monthly board packet. If the matter is urgent, it will be forwarded to the board via email for further direction.

Inquiries personally received by board members should be handled in accordance with this Communications Policy. Communications issued by individual board members do not necessarily reflect the opinions or decisions of the Board of Directors and may not be considered an official response of the Association. Questions, concerns or ideas received second hand and/or verbally communicated may not be addressed by the board.

Compliance Policy and Fine Schedule

(rev. 07-2025)

It is the Association's objective to promote and seek voluntary compliance by all residents with Broadmoor's CC&Rs, Bylaws, Architectural Guidelines and Standards, Rules and Regulations, Policies, and this Community Handbook, all as amended and supplemented (collectively the "Governing Documents").

Reporting violations: Any resident, board member, or association employee may report an alleged violation of the Governing Documents to the Management Company. The incident report should be in writing and include the name of the offender if known, photos if available, and the facts and circumstances regarding the alleged violation including the time, date and location. A complaint may also be submitted by telephone or in person.

First offense: A Notice of Violation will be sent to the homeowner reporting the cited infraction. The notice may request corrective action be taken by the homeowner within a reasonable period of time. The first violation notice usually is a courtesy notice and does not result in a hearing nor imposition of a fine. However, where the offense is severe, egregious or involves exigent circumstances, the first offense notice can be dispensed with and instead a Hearing Notice may be issued with a potential fine imposed.

Second offense: A Hearing Notice will be sent to the homeowner for a subsequent violation of the same type (for example, repeated parking violations) or if requested corrective action is not undertaken by the Owner. The hearing notice shall request the homeowner's appearance at a special hearing to discuss the matter with the board. By law, the notice must include the potential fine or other penalty that may be levied by the board after the Owner is offered an opportunity to be heard on the matter.

Continuing noncompliance: Continuing noncompliance or repeated violations for the same issue will result in additional hearing notices and additional fines levied.

Severe, egregious or exigent circumstances: Where the alleged violation is severe or egregious in nature or the violation involves exigent circumstances which merit immediate enforcement or disciplinary or other timely action, the board at its discretion can issue a Hearing Notice instead of an initial Notice of Violation, and impose the maximum fine under the fine policy.

Fines: Fines for general infractions may be levied upon the homeowner in accordance with the following schedule:

- First offense – no fine (except intentional or egregious first offense is subject to fine up to \$100)
- Second offense – fine up to \$100
- Third offense – fine up to \$150*
- Fourth and subsequent offenses – fine up to \$250*

Monetary penalties imposed by for failure of to comply with the Governing Documents may not be characterized nor treated as an assessment which may become a lien against the Owner's Unit or Lot, provided that this limitation on the Association's lien rights shall not apply to charges for late fees, interest, and costs of collection of delinquent assessments (including attorneys' fees) pursuant to Civil Code Section 1366.

Architectural violations: Enforcement actions for violations of the architectural control provisions of the CC&Rs, including any unauthorized or unapproved modification to the common area, may include requiring the Owner to restore the property to its prior state and/or the imposition of a fine in accordance with the following schedule:

- Minor infraction – fine up to \$100
- Major infraction – fine up to \$2,500*

Additional enforcement actions: If monetary fines or demands for corrective action do not bring about voluntary compliance (including non-payment of fines), the board may impose additional penalties and restrictions as permitted by law, including restricting vehicular access to the complex by the Owner or its guests, restricting access to the recreational areas and pedestrian gates, and suspending cable and internet services to the Owner's unit until the Owner complies or any outstanding assessments and fines are settled.

Alternative Dispute Resolution ("ADR"): The Association shall comply with the arbitration requirements of the California Civil Code and the Governing Documents before bringing any civil action or suit to enforce the Association's Governing Documents.

* The board may impose a fine greater than \$100 per violation if the violation may result in an adverse health or safety impact on the common area or another association member's property. In such instances the board must first make a written finding specifying the adverse health or safety impact at an open board meeting.

Concrete Patio Area

(added 07-2023)

The Concrete Patio Area overlooking the tennis courts is available for use by all residents. If you want to reserve the Area in advance of a planned event, you should place a notice at the entrance to the Area a few days in advance with the time and date of your event.

Conflict-of-Interest Policy

(rev. 07-2023)

It is essential that the owners have confidence in the integrity of the Board of Directors to manage Association business in a manner which is scrupulously fair and always in the best interest of the Association. The By-Laws of the Association (*Article VII, Section 4*) prohibit board members from receiving any compensation during their time in office for performing standard board duties (although reimbursement for actual, out-of-pocket expenses is permitted).

The following Policy was adopted by the board on April 13, 1995:

- Through the entire term of office as a member of the Board of Directors, each Director shall be prohibited from receiving any compensation, remuneration, or income of any kind from Association funds, either as an employee, contractor, or subcontractor paid with Association funds.
- Each Director shall be prohibited from accepting any gifts, gratuities, or other items of value from any employee, contractor, or subcontractor of the Association.
- These prohibitions shall extend in perpetuity to any employment decision or contract awarded during the term of service of the board member for as long as the contract continues. (For example: for a contract awarded during 1995, the members of the board in 1995 are barred from receiving any income from that contract for as long as that contract continues into future years.)
- All board members are under an affirmative obligation to disclose to the entire board any relationship with a prospective contractor or employee which might present a conflict of interest or the appearance of a conflict. (For example, if a prospective contractor or employee is a personal friend or business associate of a board member, that possible conflict must be disclosed to the entire board before any action is taken by the board.)
- All prospective contractors and employees must disclose whether any owner at the Broadmoor has a financial interest in that firm or stands to benefit financially (as an individual) from Association funds if the contract is awarded to that prospective contractor or employee.
- Broadmoor owners or residents who are not members of the board are not prohibited from bidding for contracts or applying for employment, but their status as owners or residents must be disclosed in their bid or application.
- Directors may be reimbursed for actual out-of-pocket expenses incurred for the benefit of the Association, if approved in advance, and upon submission of original receipts and an explanation of the expenses. Examples of such expenses may include postage, photocopy fees, and purchases of supplies and materials for the Association.

Docks and Beaches

(rev. 07-2023)

Coastal Commission regulations require public access from sunrise to sunset to the Peters Landing Marina docks appurtenant to Grenoble and Moritz Drives and the R-1 docks appurtenant to the Grimaud homes. Enter at your own risk. Bicycle riding, rollerblading, skateboarding, fishing, alcohol, glass containers, and dogs are strictly prohibited at all times on the R-1 docks. No trespassing on R-1 private property including all private boats, kayaks, residential property, and private ramps.

Residents with marina dock slips should be mindful of their Broadmoor neighbors when engaging in activities aboard their boats. Please refrain from loud music or noise while at dock and until you are out to sea. Workers servicing residents' boats in the marina's docks must park in the Peter's Landing parking area and not on Grimaud Lane or in Association guest parking spots.

The City of Huntington Beach Public Works department maintains the public beach at the end of Grimaud Lane. No lifeguard is on duty. Children under 14 must be supervised by an adult at all times. For your safety and enjoyment, please observe the following: No dogs, glass containers, alcohol, fires, camping, vehicles or boat launching. No beach parking on Grimaud Lane. Beach hours are 6:00 a.m. to 10:00 p.m.

Dumpsters

(rev. 07-2023)

Association maintenance dumpster: The Association maintains a dumpster for its maintenance functions. Access by residents is prohibited. Residents must dispose of their household trash in their unit's trash receptacles (see *Trash* below). No resident may leave trash of any kind outside the dumpster. Any perpetrator will be fined for any violation of this policy.

Resident's dumpsters: Residents may obtain a dumpster during remodeling or for move-outs. Residents must obtain approval from the Management Company, limited to no longer than one (1) week. Requests for longer than one week requires board approval. Where possible, the dumpster should be placed on the unit's garage apron; otherwise the dumpster can occupy an outside parking space. Dumpsters may never be placed in common area or fire lanes.

Family Play Area

(added 07-2023)

The Family Play Area behind the tennis courts is available for use by all residents. This area is strictly off limits to dogs and other pets so families can enjoy a grass area without any exposure to animal waste. Violators will be cited and fined.

If you would like to reserve the Play Area in advance of a planned event, you should place a notice at the entrance to the Play Area a few days in advance with the time and date of your event.

Fireplaces

(rev. 07-2023)

Each owner is responsible for the repair and maintenance of the fireplaces in your unit, including the "firebox" (the area where the logs are placed) and the interior surfaces, from the floor to the top of the entire fireplace. The build-up of creosote deposits over time can create a risk of fire inside the chimney and present a serious safety hazard for the entire building. Residents should periodically have their chimney inspected and cleaned. The homeowner is responsible for any damage caused by their chimney sweep (such as broken roof tiles).

Fireworks

(rev. 07-2023)

All private fireworks are prohibited by the City of Huntington Beach including inside Broadmoor's complex. Please be considerate of the safety of your neighbors and comply with this City prohibition.

Fobs and Keys

(added 07-2023)

Pedestrian gate fobs: Broadmoor uses a gate fob lock system at the 10 pedestrian gates along the outer perimeter walls of the complex, and at the pool and the two pool bathrooms.

- Each unit has been issued two serial-numbered fobs. No more than two fobs will be issued to any unit.
- To activate a gate lock, place the fob against the black sensor plate on the door lock and hold it until a "beep" is heard and the green light activates. Turn the door handle once the lock's mechanism is released. Be sure that gate is securely closed behind you.
- Gates may NOT be left open at any time. Violators will be subject to fine.
- Report any malfunctions to the Management Company immediately.
- Any defective fob which fails will be replaced at no cost to the homeowner. The homeowner must present the defective fob for inspection and replacement.
- Any fob which is damaged, abused, lost or worn out due to normal wear and tear will be replaced at a fee of \$50 each.

- It is not recommended that fobs be stored on key rings with metal keys. Over time, constant contact of the plastic fob with metal keys can deteriorate the protective rubber cover or crack the fob. Any such damage is the owner's responsibility.
- Owners and residents should report any lost or stolen fob to the management company as soon as possible so that fob can be deactivated to prevent unauthorized entry into Broadmoor.
- Owners who have any unpaid monthly assessments, late fees, fines or other charges may have their fobs deactivated until their accounts are paid in full.
- Fobs in good condition must be transferred to the new buyer or returned to the Management Company on sale of the unit. The Association will impose a \$50 per fob escrow fee, which will be refunded to the seller upon return of the fobs to the Management Company and transfer to the new buyer.

Tennis court keys: Broadmoor uses Medeco key locks on the tennis court gates.

- Each unit has been issued two numbered Medeco keys. No more than two keys will be issued to any unit.
- Keys are solely for the use of owners and residents. Guests must be accompanied by a resident.
- Tenants must obtain the keys for their unit from their owner/landlord.
- Keys must be transferred to the new buyer or returned to the Management Company on sale of the unit. The Association will impose a \$100 per key escrow fee, which will be refunded to the seller upon return of the keys to the Management Company and transfer to the new buyer.

Gate Key

(added 07-2023)

Broadmoor uses Gate Key, a visitor management software system, to register resident vehicles, monitor guest vehicle information, and print parking passes. Using a computer or mobile device, residents are able to view their registered vehicles, update all resident and guest information, change their password, list additional residents, set up notifications for guest arrival and view a history of guest activity on Gate Key's website.

To establish a Gate Key account, please contact the association's property manager and provide both an email address and mobile phone number. The association will provide the unit with a username and temporary password. Residents can log onto Gate Key's website at: **system.gatekey.com/resident/login**.

General Conduct

(rev. 07-2023)

Peaceful Enjoyment: All homeowners and residents have the right to peaceful enjoyment of their respective properties and the common area. Any activity which is considered a violation of the right to peaceful enjoyment will be considered a violation of the Association's rules and will be subject to the fine assessment procedures.

Unacceptable behavior: Examples of conduct that will be considered interference with the right to peaceful enjoyment include but are not limited to the following:

- Excessive noise from any residence at any time which disturbs neighboring resident(s) including dog barking, loud speakers, party noise, etc.
- Disorderly conduct in the common area
- Loud or offensive language
- Activity which endangers life or property
- Amplified music anywhere in the common area (except as permitted for special events with the prior approval of the board)
- Smoking anywhere in the common area (see *Smoking* below)

Quiet time: A 10:00 p.m. to 7:00 a.m. quiet time shall be observed by all residents and guests in consideration of their neighbors' right to peaceful enjoyment of their property.

Additional general restrictions:

- Personal property, including toys, must be removed from common areas when not in use.
- Garage doors are to remain closed except for entrance, exit, and short time periods when activities necessitate their being open.
- No resident or guest shall cook, barbecue, or engage in similar activities within the common area without the advanced written permission of the board.
- The discharge or placement of any dirt, trash, yard trimmings or noxious chemicals into common streets or areas or down storm drains is prohibited.
- No clotheslines, trash containers, or storage areas shall be maintained in a location visible from common areas of other units. Accumulation of building material within a lot or common areas is not permitted.
- Towels, rugs, wet suits, swimwear, laundry, and similar material must not be hung on balconies or railings.
- Garage sales or similar sales are prohibited with the exception of the annual community sale scheduled by the board.
- Door-to-door solicitation is prohibited. No person shall be allowed to post advertising literature on garages, mailboxes, doors, gates, or any other common area. Penalties can be assessed by the board for violation of these prohibitions.
- Residents and guests are required to close and lock all pool and common area pedestrian gates for safety and to prevent strangers accessing our community. Fobs and keys are not to be duplicated or given to any non-residents.

Insurance
(rev. 07-2023)

Master policy: The Association's master fire and casualty insurance is "bare walls" meaning it covers perils to the common area and buildings to the unfinished drywall.

Master policy deductible: The deductible is \$25,000 per occurrence. Payment of the deductible is the responsibility of the person(s) filing the claim. If a claim is filed by the board, the Association will pay the deductible.

Water intrusion policy: The Association's water intrusion policy provides: For water leaks or water intrusions caused by a Common Area component for which the Association is responsible, the Association will perform the necessary repairs to the Common Area, which includes, but is not limited to, the Unit structure bounded by the interior unfinished surface of the perimeter walls, ceilings and floors of the Unit. All repairs inside the Unit (i.e., paint, wallpaper, cabinets, flooring, personal property, etc.) are the responsibility of the Unit Owner. (See *Water Intrusion Policy* available on the association's website www.broadmoorhh.com.)

It is each owner's responsibility to carry casualty insurance in an amount sufficient to repair or replace damaged or destroyed personal property and upgraded fixtures located in the owner's residence.

Individual condominium unit policies: All homeowners should carry a Condominium Unit Owner's Policy or Landlord's Policy to cover the interior of your unit. Such policy should include enough coverage for Building Additions and Alterations to replace the entire interior of your unit, including cabinets, fixtures, appliances, wall coverings, carpet or floor coverings, window coverings and anything else from the bare drywall and inward. You are not required to obtain your individual insurance policy from the same company that carries the Association's master policy.

Flood insurance: The Association does not carry flood insurance for the complex.

Earthquake insurance: The Association is enrolled with Motus Insurance Services, an insurance broker which provides individual homeowners with access to earthquake insurance coverage on their building property, personal contents and earthquake loss assessment coverage. For further information contact Motus at info@motusins.com or 833-668-8746.

What homeowners should consider: Each homeowner should consider purchasing earthquake coverage from either the California Earthquake Authority (www.earthquakeauthority.com) or a similar program. Coverage options

include:

- **Loss Assessment:** Helps pay your share of certain association special assessments for earthquake damage or to pay the homeowner's share of the master policy deductible.
- **Building Property:** Helpful when interior improvements and upgrades in your unit are damaged.
- **Personal Property:** Covers damage to the resident's personal property.
- **Loss of Use:** Helps cover expenses associated with having to live outside the home because of earthquake damage.

Internet

(added 07-2023)

The association provides residents with high-speed internet service at a significantly discounted bulk rate. The cost of this service is included in the monthly assessment and includes 600/20 Mbps internet, a modem and router. For questions or service issues, residents should contact Spectrum Community Solutions at 855-895-5302 which directly handles association services, instead of Spectrum's general customer service number.

Lagoon

(rev. 07-2023)

The lagoon is one of the most beautiful features at Broadmoor. The following restrictions apply:

- Swimming in the lagoon is strictly prohibited (the lagoon water quality is not suitable for swimming).
- No boating, fishing, wading, canoeing, scuba diving or similar activities. Radio-operated and toy boats are permitted.
- Children of any age must never be allowed to play around the lagoon or to walk on top of the lagoon bulkhead. Parents are reminded that there are no guards at the lagoon (or pool or spa) and that drowning is a constant danger for young children. Parents should also remember that there are no protective fences around the lagoon to prevent children from wading or falling into the lagoon.
- Do not feed the ducks and seagulls. Water fowl create an unhealthy mess and food left around the lagoon can attract rodents and vermin.
- Pets are never allowed in the lagoon.

Landlords

(added 07-2023)

Landlords are responsible for the conduct of their tenants and for any violations of the rules by their tenants. Landlords should provide a copy of this Community Handbook to their tenants and be sure they are aware of the Association's rules and regulations.

Rental of units may not be for a period less than 30 days. Short-term rentals such as Airbnb, VRBO, etc., are prohibited (see *Rental of Units* below).

Non-resident landlords delegate use of the Recreational Facilities to their tenants and may not use these facilities except as a guest of a resident and when accompanied at all times by that resident (see *Recreational Facilities Use* below).

Landscaping and Grounds

(rev. 07-2023)

Owners and residents are prohibited from interfering with the established drainage pattern around their unit.

Owners and residents shall at all times keep plants on balconies, decks, and steps in an attractive, clean

condition and maintained to prevent water drainage into or onto other units. Plants must be maintained so they will not fall onto the common areas.

The board currently allows residents to place a limited number of tasteful potted plants in a unit's entryway or driveway apron. Pots should not be placed in the common area or where they can impede parking or foot traffic or create risk of injury. Plants that are oversized, unkempt or visually unappealing may be removed by the Association.

Building materials and/or gardening materials may not be stored anywhere other than inside the unit or garage, and NOT on balconies, decks, or stairways.

Owners and residents are not permitted to remove, replace or add landscaping to the common areas without prior written permission of the board.

Owners shall be required to reimburse the Association for damages to landscaping or common property caused by residents, tenants, guests, contractors, invitees, relatives, family (both minor and adult), or pets.

Excessive overwatering, runoff, or flooded plantings in the unit or on balconies and patios are not permitted. Violators are subject to fines.

Lighting

(added 07-2023)

The entryway, patio and balcony lights which are controlled by the unit's light switch are the individual homeowner's responsibility to maintain, repair and replace. Replacement of these fixtures requires a Home Modification Application and Association approval. The following guidelines apply:

- New fixtures must be consistent with the architectural theme of the complex as determined by the Architectural Review Committee and the board.
- Only recessed or can lights (flush with the exterior stucco) are permitted for entryway fixtures – no chandeliers or wall mounted fixtures. Entryway fixtures must cast light downward (and not outward) to illuminate the front door entryway.
- Patio and balcony lights should have glass or plexi-glass covers to diffuse light.
- All fixtures must generate white light only, no colored lighting.
- No light fixture may be so bright as to cast excessive light into the common area or neighboring units, as determined by the board.
- Spot lights are prohibited.

(See also *Balconies, Patios and Decks* for restrictions on holiday lighting and string-lights.)

Monthly Assessments

(rev. 07-2023)

Payment of the monthly assessment is due the first of each month. The Management Company issues a monthly statement to each owner as a courtesy reminder of your obligation to the Association. Each owner remains obligated to pay their monthly assessment whether or not the statement is actually received. If you do not receive your statement, please contact the Management Company.

Move-In/Move-Out (Tenants)

(rev. 07-2023)

Whenever there is a change of tenant(s) in a unit, the unit owner is required to submit an Occupancy Change Form (available on the association's website) and provide the name(s) and contract information of their new tenant. A check in the amount of \$100 is required. This administrative fee covers the Association's costs to update the entry gate vehicle system records, issue new parking decals, update the management company's records, etc.

Parking, Streets & Traffic

(rev. 06-2024)

ONLY VEHICLES WHICH FIT INSIDE THE RESIDENT'S GARAGE ARE ELIGIBLE FOR A PARKING DECAL. IF THE VEHICLE DOES NOT FIT, IT WILL NOT BE PERMITTED TO PARK IN BROADMOOR. OUTSIDE VEHICLES ARE SUBJECT TO AN ANNUAL \$480 FEE.

Parking permits:

- Condominiums residents shall submit a Parking Pass Application to obtain a parking decal for each vehicle. Applications are available at the front entry guard house and on the association's website.
- All resident vehicles shall have a parking permit decal displayed in the lower left side of the vehicle windshield. The decal will facilitate ease of identification of residents by the entry officer and identify authorized vehicles. Residents may not obtain temporary passes except while applying for permits or where specifically noted in these rules.
- Resident's vehicles with inside permits may be issued temporary passes by the entry guard to park outside for special circumstances a maximum of four (4) times per month. Resident passes expire at 12:00 noon the following day from issue.
- All guest vehicles must stop and check in with the entry officer at the entrance gate. No guest will be permitted entry until the entry officer receives authorization from the resident host. Once permission from the resident is confirmed, the officer will issue the guest a parking permit. This permit must be displayed in plain view on the left hand side of the dashboard facing up. If the resident is expecting a large number of guests, it is recommended that a guest list be provided to the entry officer at the entrance gate. Guest passes expire at 12:00 noon the following day from issue.

Parking rules: The following reflect the parking rules as of the revision date shown above. Please refer to the association's website www.broadmoorhh.com for any updates.

CONDOMINIUM COMPLEX:

- **Speed limit:** The maximum speed limit on Grimaud Lane is 15 mph. The maximum speed limit on all streets within the condominium complex is 10 mph.
- **Fire lanes:** All Broadmoor streets are Fire Lanes as delineated by red striping. No vehicles shall park in, or encroach into, the fire lanes at any time. Violating vehicles may be ticketed or towed.
- **Registration of resident vehicles:** Residents must register all vehicles with the association by submitting a Parking Pass Application. Vehicles must be licensed and registered. Eligible vehicles will be issued a parking decal. No resident vehicle without a valid parking decal or parking pass shall park in the condominium complex at any time.
- **Assigned parking spaces:** Each unit is assigned two parking spaces inside each unit's garage. Each unit's first two vehicles must be parked in the unit's two assigned parking spaces (garage) or on its apron.
- **INSIDE decals:** The unit's first two vehicles will be issued INSIDE decals and must be parked in the unit's garage or on its apron. If a unit has three or more vehicles and any of the vehicles fits on the apron, then all three vehicles will be issued INSIDE decals. Vehicles with INSIDE decals may not park in any outside parking space at any time (see exception for RESIDENT passes in #15 below). A vehicle will not be issued an INSIDE parking decal if the garage has storage items which prevents that vehicle from being parked in the garage (unless that vehicle can be parked on the apron).
- **OUTSIDE decals:** Except as provided in Section 6, a unit's third and fourth vehicle are eligible for OUTSIDE decals, provided such vehicles meet all other parking rules. Limit of two OUTSIDE decals per unit. Vehicles with OUTSIDE decals may park in any of the 122 guest parking spaces. ***Each vehicle with an outside decal is subject to an annual \$480 fee.***
- **Grandfathered oversized vehicles:** Oversized vehicles registered in the association's parking database prior to October 2017 are grandfathered and continue to be eligible for an OUTSIDE decal. When a grandfathered vehicle is replaced, the new vehicle must be able to fit inside the unit's garage.
- **Annual Fee for OUTSIDE vehicles:** Any vehicle with an OUTSIDE decal is subject to an annual fee of \$480 payable in advance. No refunds shall be issued; however, any fee paid will be applied to any new vehicle replacing an old one.
- **Garage modifications and storage:** Garage modifications from original building plans, room additions, cupboards, cabinets, racks, and storage items which reduce a garage's parking dimensions will not ex-

empt a vehicle from the requirement that it fit inside or be parked in the unit's garage.

- **Motorcycles:** Two or more motorcycles, mopeds, scooters and similar-sized motor-driven vehicles may constitute **one** inside vehicle, as determined by the board. In order to qualify, the primary space occupied by the motorcycles must be dedicated for such purpose, i.e., the resident must show that an automobile can otherwise park in that space. Qualifying vehicles (i) must be operable, registered in the resident's name, and have a state-issued license plate, and (ii) the resident must possess a valid California M-1 or M-2 motorcycle license. Motor-driven scooters and bicycles do not qualify as a vehicle. The board may require that motorcycles be registered with the association and parking decals be displayed on that vehicle. Resident motorcycles must be parked inside garages or on the garage apron at all times. No motorcycle shall park in any area not designated for the parking of motor vehicles (e.g. sidewalk or patio).
- **Apron parking:** A vehicle may park on a garage apron if (i) the apron is accessible without damage to adjoining landscape or sprinklers and (ii) no portion of the vehicle extends into the fire lane or over the sides of the apron.
- **Greenbelt parking:** The greenbelts along the interior perimeter walls on Lazare and Tropez Lanes are part of the 122 guest parking spaces. All vehicles must parallel park completely on the grass so that no portion of the vehicle extends into the fire lane.
- **Grimaud Lane parking:** Grimaud Lane is a private street with 22 R-1 single-family residences. Parking along the west or wall-side is prohibited at all times. Parking on the east or R-1 residence-side is restricted to the R-1 residents, their guests and their service personnel.
- **RESIDENT passes:** Each unit is allowed a maximum of four (4) RESIDENT parking passes per month. Resident passes are valid until 10:00AM the following day. Vehicles with a RESIDENT pass may park in any outside parking space.
- **GUEST passes:** All non-resident vehicles must obtain a daily GUEST pass and can park in any outside guest parking space. Guest passes are valid until 10:00AM the following day. Residents may apply for a multiple-day, EXTENDED pass for their guests who are visiting for several days and will be using their vehicles to go in and out on a daily basis.
- **SERVICE passes:** Vendors, contractors, and delivery services must obtain a SERVICE pass. Service passes are valid until 06:00PM on the date of issue.
- **Guest overnight parking:** Regular, continuous or extended parking of a guest's vehicle in excess of fourteen (14) times per month may require that the vehicle be added to the unit's parking pass application and meet all decal eligibility rules, including payment of any applicable fee.
- **Non-resident owners:** Non-resident owner's vehicles will be issued appropriate decals as long as their unit is used as a vacation or second home and is not otherwise occupied by any other person.
- **Extended parking:** No vehicle shall remain parked in the same location in an outside parking space for a period exceeding 72 hours. Violators may be ticketed or towed. Residents may apply for an EXTENDED pass for temporary exceptions (such as an extended out-of-town trip or during home construction which temporarily prevents parking in the garage).
- **Oversized, commercial and recreational vehicles:** No motor home, camper, boat, commercial or business truck or automobile, trailer, recreational vehicle of any kind, or similar equipment shall be kept, stored, parked, maintained, constructed or repaired within the common area or in such a manner as to be visible from any neighboring property. Exceptions are allowed for contractors, vendors, service and other commercial vehicles between the hours of 8:00AM and 06:00PM, during emergencies, and for temporary loading and unloading.
- **Warehousing; Non-operative vehicles:** Warehoused and non-operative vehicles are not permitted unless the resident has two or less vehicles and the warehoused or non-operative vehicle is parked in the unit's garage. Apron parking of warehoused or non-operative vehicles is not permitted.
- **Repair of vehicles:** Restoration or repair work is permitted only inside a unit's garage.
- **Visually offensive vehicles:** The board at its discretion may refuse to issue passes for, and may revoke decals issued to, vehicles determined to be visually offensive to the overall appearance of the complex. Examples include vehicles with severe body damage left in a non-repaired state; vehicles with multiple colors of body panels; vehicles with decals, signs or stickers; offensive signage; and vehicles which leak fluids.
- **Tenants and guests:** Owners are responsible for insuring that their tenants and guests are aware of the parking rules and regulations. Owners are responsible for any fines and penalties imposed for any violations by their tenants and guests. Owners shall notify the association's management company in writing within 10 days of each change in tenants by completing and submitting an Occupancy Change Form, listing all tenant's names, and paying a \$100 fee.
- **Return of decals:** Parking decals must be returned by a resident when moving from the community or

upon sale or replacement of any vehicle issued a decal. A \$100 fee is assessed for each non-returned decal.

- **Parking violations/Towing:** Owners will be issued a citation and/or letter for the each violation of any parking rule by the unit's residents and their guests. Any subsequent parking violation is subject to a hearing and an assessment of a fine up to \$100. Owners are responsible for any fines imposed due to violations by their tenants or guests. Any vehicle parked in violation of the rules or without a valid parking decal or guest pass may be fined and/or towed at the vehicle owner's expense. Continued violations or non-payment of fines may result in vehicle access being denied to residents or their guests and recreational area privileges suspended. Parking violations are also subject to citation by the City of H.B.
- **Registration requirements:** Vehicles must be registered to the Broadmoor residence address. If not, proof of Broadmoor residency is required for each vehicle owner. Such documents must bear the vehicle owner's name and show the Broadmoor address, including (i) property deed, (ii) mortgage bill, (iii) property tax bill, (iv) utility bill, (v) auto insurance, (vi) employment documents, (vii) tax return, (viii) voter registration, etc.

GRIMAUD LANE:

- **Speed Limit:** The maximum speed limit on Grimaud Lane is 15 mph.
- **Parking on Grimaud:** Parking on the wall-side of Grimaud Lane is prohibited at all times, except for short-term, temporary parking as permitted by the board. Parking on the residence side of Grimaud Lane is restricted to the R-1 owners and their guests.
- **Red-stamped concrete:** Vehicles parking on the residence side of Grimaud Lane must park on the lower flat portion of the red-stamped concrete and not on the sloped or upper portion of the red-stamped concrete.
- **Non-operative vehicles:** No unregistered vehicles, non-operative vehicles, or vehicles registered for planned non-operation shall be stored or parked on Grimaud Lane or in any driveway of an R-1 residence.
- **No beach parking:** Beach parking on Grimaud Lane is prohibited at all times.
- **Oversized, commercial and recreational Vehicles:** No motor home, camper, boat, commercial or business truck or automobile, trailer, recreational vehicle of any kind, or similar equipment shall be kept, stored, parked, maintained, constructed or repaired on Grimaud Lane or in the driveway of any R-1 residence. Exceptions are allowed for contractors, vendors, service and other commercial vehicles between the hours of 8:00AM and 06:00PM, and for temporary loading and unloading.
- **Repair of vehicles:** Restoration or vehicle repair work is permitted only inside an R-1 residence garage.
- **Visually offensive vehicles:** The board may require visually offensive vehicles to be removed from public view. Examples include, but are not limited to, vehicles with severe body damage left in a non-repaired state; vehicles with multiple colors of body panels; vehicles with decals, signs or stickers; offensive signage; and vehicles which leak fluids.
- **Parking Violations/Towing:** A citation and/or letter for any parking violation by residents and/or their guests will be issued to the homeowner. The homeowner may be called to a hearing and fined in accordance with the Association's fine policy, and the offending vehicle(s) may be towed at the vehicle owner's expense.

VIOLATIONS: A harmonious community is the purpose of the regulations and when a parking violation occurs the following procedures are typically followed:

- A parking citation is issued. The nature of the violation is indicated on the ticket.
- The citation is processed and a courtesy violation letter is sent by the management Company indicating the nature of the violation and asking the homeowner to correct the violation or refrain from further violations.
- For a second or more violation for the unit address in the last twelve months, a hearing letter is sent to the homeowner requesting their presence at a hearing before the board. (For egregious parking violations or situations, a hearing letter may be sent without a prior courtesy letter issued.)
- At the hearing, the homeowner can provide an explanation which the board will consider. After deliberation the board at its discretion may or may not assess a violation fine in the amount of \$100 per violation.
- Homeowners are responsible for the fine for any violation by their tenant.
- The board has the authority to have any vehicle (including guest and tenant vehicles) parked in violation of these rules towed at homeowner expense.

- Vehicles with a history of frequent violations can be denied entry into the complex.

MISCELLANEOUS:

- **City tickets:** Vehicles parked in fire lanes may also be ticketed by the Huntington Beach Police at any time with fines payable to the City.
- **Vehicles alarms:** Vehicles with alarms sounding will be towed at the owner's expense. It is suggested that whenever alarms are set that the owner(s) stay within hearing distance.
- **Visually offensive vehicles:** The board at its discretion may refuse or revoke parking permits of vehicles determined to be visually offensive to the overall appearance of the complex. Examples would be vehicles with severe body damage left in a non-repaired state, vehicles with multiple colors of body panels, vehicles with commercial signs, decals or stickers, etc.
- **Citations:** If you have questions regarding a ticket, please direct your inquiry to the Management Company.
- **Return of decals:** Parking decals must be returned when moving from the community or upon removal or replacement of any vehicle previously issued a decal. Failure to do so may result in the assessment of \$100 per decal. If a decal is stolen, the board may request that the vehicle owner file a police report and provide a copy of that police report to the association.
- **Non-resident landlords:** Parking decals are issued to resident vehicles only. Non-resident landlord vehicles are not eligible for parking decals.
- **Tenants:** Before parking decals can be issued to a tenant, landlords must complete an Occupancy Change Form (see *Move-In/Move-Out* above). Tenants and their visitors are subject to all Association parking rules and restrictions. Owners are responsible for ensuring that tenants are informed of these requirements.
- **Repairs:** Residents are permitted to conduct minor automotive repairs to the resident's vehicle. Such repair work must be performed inside the unit's garage and never in guest parking areas or roadways.

Pests

(rev. 07-2023)

A pest control company provides monthly service to the grounds and around the exterior of buildings to control ants, roaches, insects, mice and rats. Residents can help prevent pest infestations as follows:

- Do not leave any food outside for pets or for ducks in the lagoon. Food left outside attracts rodents and other vermin.
- Keep garbage in tightly closed plastic trash bags and placed in the unit's garbage receptacles.
- Pet food should be stored in tightly secured containers. Mice have been found in pet food stored in garages.
- If you have fruit trees on your deck or patio, keep ripe fruit picked off the ground and off the trees.
- Clear standing water from pots on sidewalks, steps, decks, and balconies.
- If you see a problem with pests, please report it immediately to the Management Company.

Pets

(rev. 07-2023)

Dogs must be **on a leash at all times** when outside of the resident's unit or enclosed patio or balcony.

Residents are responsible for the activities of their pets. Be considerate of your neighbors – pet owners are required to pick up and properly dispose of their pet's waste. Doggie waste bags dispensers and waste receptacles are stationed throughout the complex.

Dogs are never permitted in the pool area, tennis courts, beach or on the Grimaud docks.

All pet owners are responsible for controlling their dog's barking. Complaints can be filed online at OC Animal Care.

Pets that are considered dangerous by the board will not be permitted. If you, or your pet, are attacked by another dog, you should report the incident to Animal Control immediately.

No animals, fowl, reptiles, insects, or poultry shall be kept within Broadmoor, except that domestic reptiles, dogs, cats, birds and fish may be kept as household pets within the unit. Barnyard animals are not permitted such as chickens, ducks, etc.

No animal shall be kept, bred, or maintained for any commercial purposes.

Play Equipment and Games

(rev. 07-2023)

Basketball hoops and backboards are not permitted at any time in Broadmoor's complex. Toys and play equipment must never be left in the common areas unattended. Please do not play games with balls in any area of the complex where a stray ball might endanger individuals or units at Broadmoor, especially windows.

PODs

(added 07-2023)

Portable moving storage containers may be used by residents during move-ins, move-outs or home improvement projects. Residents must notify and obtain approval from the Management Company, limited to one container for no longer than one (1) week. Requests for more than one POD or for storage longer than one week requires board approval. Where possible, the POD should be placed on the unit's garage apron; otherwise the dumpster can occupy an outside parking space. PODs may never be placed in common area or fire lanes.

Pool and Spa

(rev. 07-2023)

Use of the pool and spa is limited to homeowners who are in residence, tenants in residence, and their guests only. Owners are responsible for their tenant's and guest's actions. The following regulations apply:

Hours: Sunday thru Thursday: 7 AM TO 10 PM Friday and Saturday: 7 AM TO 11 PM

Use your fob for access: Do not climb the fence. Do not admit anyone who does not have a fob.

Gate must be closed and locked at all times: It only takes a few moments for a toddler to wander into the pool area and drown. The association is very strict about this rule. If you see the gate left open even momentarily, please pull it shut and make sure it is locked tightly.

No lifeguard on duty -- Use at your own risk: Prominent signs are posted at the pool area. Make sure your guests, family members, and tenants are aware of this very important matter.

No children under 14 years anywhere in the pool area without constant adult supervision: Parents must take responsibility for their children.

No one under 14 years in the hot tub at any time: The hot tub is not a kiddie pool or a play area. The high temperatures are very dangerous to young children.

Guests must be accompanied by an adult resident at all time.

Do not swim alone: Everyone knows how important this rule is. It only takes a few minutes under water from a heart attack, a seizure, cramp or other difficulty to drown or sustain serious, permanent brain damage.

Do not tamper with or play with pool rescue equipment.

No diving.

No running, pushing, jumping, rowdy or other boisterous activity is permitted anywhere in the pool area.

No glass anywhere in the pool or spa area: No exceptions. Broken glass creates an extreme hazard of serious injury and may require the closing and complete draining of the pool.

No play equipment, boogie boards, bicycles, water guns, skateboards, rollerblades, or pets.

Swim suits only: No cut-offs, diapers, wetsuits, or street clothes in pool or spa. No nudity.

Shower before entering pool: Rinse off sand at the shower before entering the pool area. Sand can clog and damage the filter systems. No soaps or shampoo in pool or spa.

No amplified music in the pool area: Use headphones or ear buds with your music devices.

EMERGENCY RESCUE 911:- The nearest telephone available 24-hours a day is at the guard house.

Recreational Facilities Use

(added 07-2023)

Resident use: All residents may use the recreational facilities (pool, spa, tennis and pickleball courts) at any time during posted hours. Residents under 14 years of age must be accompanied by an adult at all times.

Guest and public use: The recreational facilities are not open to the public or for public use. Resident's guests must be accompanied by a resident at all times. For safety and security, all guests in the pool area under 14 years of age must be accompanied by an adult resident at all times.

Non-resident landlords: Non-resident landlords shall be deemed to have delegated their right to use the recreational facilities to their tenant(s). Non-resident landlords may not use the recreational facilities at any time, except as a guest of a resident and when accompanied at all times by that resident.

Rental of Units

(rev. 07-2023)

If you are a homeowner who decides to rent your home, there are forms available at the front gate that must be completed and submitted to the management company. Your tenant(s) will not be provided access to the community or vehicle decals until the proper documentation is submitted.

The following rules apply:

- No Airbnb, VRBO or other short-term rentals are allowed.
- All leases and rentals must be for any period 30 days or more.
- Landlords are required to complete and submit to the management company an Occupancy Change Form and the \$100 administrative fee to report the names of the persons who are living in the unit to the board within ten (10) days of occupancy by the tenant.
- Landlords are required to acknowledge in writing that their tenant, lessee, or contract purchaser fully understands both the CC&Rs, and Broadmoor's rules and regulations, and has received a copy of each.
- Landlords are required to further acknowledge that as a member of record of the Association they are responsible for the actions of their tenants, including any penalty assessments for violations of the Rules and Regulations of the Association, as well as any costs for repairing damage to the common area or other property caused by their tenants.
- The OCF is available at the front guard house and on the association's website www.broadmoorhh.com.

Repairs and Maintenance

(rev. 07-2023)

The CC&Rs allocate responsibility between the Association and individual homeowners for repair and maintenance of common area elements. The following is a general guideline but is not a comprehensive list. Please refer to the CC&Rs for further clarification. If there is an inconsistency between the CC&Rs and the information presented here, the CC&Rs shall prevail. Please follow these general guidelines:

The Association is responsible for:

- Exterior building surfaces, patio and balcony railings, and original placement awnings
- Roofs
- Slab foundations
- Common area entryway stairs and landings
- Common area utilities (gas, water, waste pipes, sewers, ducts, chutes, conduits, wires)
- Original builders-grade exterior front door

The individual homeowner is responsible for:

- Interior of the unit
- Interior surfaces of all walls, floors and ceilings
- Interior doors
- Fireplace firebox
- All glass doors (e.g., sliding doors opening onto decks and patios) and windows
- Patio deck
- Balcony deck
- Garage door (including support frame, door opener, hinges, springs and all other parts of the door mechanism)
- Plumbing, electrical and heating systems serving the unit and located within or underneath the outside perimeter of the exterior bearing wall of the unit
- Electrical outlets inside an individual unit
- All appliances and equipment inside the unit, including the garage
- Water shut-off valve, faucet bibs and pressure regulator

IMPORTANT: Even if an individual homeowner or resident believes that a repair problem at their unit is the responsibility of the Association, no individual homeowner or resident is authorized to undertake repairs and receive reimbursement from the Association. If you believe a repair problem is the responsibility of the Association, you must contact the Association.

Preventative maintenance: To help prevent water intrusion into your unit:

- Clean out the tracks of windows and sliding glass doors. Make sure the drainage holes on the side of the track are clear, so outside water won't ooze into your unit. Re-caulk, if necessary, using exterior caulk. (Windows and sliding glass doors are homeowner responsibility.)
- Retrofit windows by their nature are not waterproof and are prone to leaks. Re-caulk every two to three years.
- Make sure the drains on your decks, balconies, and patios are clear and running freely.
- Vents and chimneys are built to keep out ordinary rain, but rain blown horizontally in very high winds (as sometimes occurs) unavoidably makes its way into these openings.
- Be realistic about water problems. Broadmoor is built on landfill from dredged silt and soil from the harbor channels. Due to its proximity to both the harbor waterways and the ocean, Broadmoor has an extremely high water table and the soil does not drain very efficiently. During extended periods of heavy rains, the ground can become fully saturated, resulting in ground water seeping into garages and crawl spaces.
- There is little the association can do to prevent this excessive ground water. And it is impossible to make any structure 100% water-tight.

Rollerblades and Skates

(rev. 07-2023)

Rollerblading and skating are banned inside the Broadmoor complex, except when used to skate to and from the unit to the nearest exit by the shortest route and at reasonable speeds. Users are reminded that the pavement at the complex includes stones, bricks, and concrete, with many uneven surfaces. Use of these items is entirely at the risk of the user. The Association urges that all residents to carry such recreation equipment to the nearest exit to avoid these hazards within the complex.

These equipment are banned at **all times and under all circumstances** from the tennis courts, the pool-spa area, the lagoon and its perimeter, sidewalks, walkways, benches, steps, and the docks.

Roofs

(added 07-2023)

Roofs are the Association's responsibility under the CC&Rs. If you have a leak during heavy rains which you believe is an emergency, please contact the Management Company immediately. When not an emergency, the association will have its maintenance staff conduct an initial inspection, followed by an inspection by the association's roofing company where necessary. If the source of the leak is the roof, the Association will have the issued repaired. If the source of the leak is not the failure of the roof, the homeowner will be responsible for the roofer's service call charges. (See also *Water Intrusion Policy* and *Windows* below.)

To protect the integrity of the tile roofs, absolutely no one allowed on roof without prior board approval.

RVs

(added 07-2023)

Broadmoor's CC&Rs prohibit the parking of mobile homes and recreational vehicles in the common area, except for temporary loading and unloading. RVs (motor vehicles with living accommodations) may enter the condominium complex to load and unload, but may never park overnight inside the complex.

The association currently permits resident RVs to park temporarily on the wall side of Grimaud Lane for a period of no more than 48 hours for loading and unloading prior to or after return from a trip. No other temporary parking is permitted, including temporary storage. Any abuse of this privilege may result in the RV being denied further passes. The 48-hour placard is available at the guard house and must be displayed on the driver's side dashboard. Guest RVs are not eligible and must park on Admiralty Drive.

Sale of Homes

(rev. 07-2023)

Notification of sale: Upon consummation of the sale of any unit, the seller and new buyer (homeowner) shall notify the Management Company within five (5) business days of the:

- Name and telephone number of the new owner.
- Street address of the unit.
- Mailing address of the new owner.
- Date of sale.

Fobs and keys: The seller is required to turn in all outstanding parking decals and transfer two (2) Medeco tennis courts keys and two (2) pedestrian gate fobs in good condition to the new homeowner. The seller may also turn in the keys and fobs to the front entry guard house and, as a courtesy, the association will facilitate the transfer of those items to the new owner. The association will place an escrow demand for decals, keys and fobs until the decals are returned and the fobs and keys transferred. The seller is responsible for the fee to replace worn or defective keys and fobs.

(See also *Signs and Flags* below.)

Screen and Security Doors

(added 01-2025)

Screen and security doors are prohibited in order to maintain uniformity and architectural aesthetics throughout the community with the following exceptions: (i) retractable screen doors and (ii) a screen integrated into and part of the front door panel. Stand alone screens doors are not permitted. Retractable screen frames must be brown or dark bronze in color. Screen mesh must be brown, charcoal, black or copper in color. A Home Modification Application and Architectural Committee approval is required.

Security

(rev. 07-2023)

Residents and guests are required to close and lock all pool and common area gates so as to prevent access by strangers to our community. If you discover pedestrian gates to the street or the boat docks that have been taped or propped open, please close them to protect everyone's security. Fobs and keys are not to be duplicated or given to any non-residents.

All residents using the auto exit gates out to Peter's Landing and Moritz/Grimaud are asked to pause outside until the gate has closed completely to ensure that unauthorized persons driving into the complex.

Entry gate monitors: Broadmoor is a controlled access community. Broadmoor is not a secured community. The entry monitors and the exit and pedestrian gates are designed to keep unwanted visitors out of the community, but these amenities are not designed to provide security, and they do not replace common sense precautions that every resident should practice at all times.

The gate staff is responsible for controlling access to the community and follows the Post Orders established by their employers. The gate staff is not responsible for processing service requests, accepting personal deliveries, intervening in homeowner disputes of any kind, etc. Abusive action from residents, either verbal or physical, will be addressed by the board and any appropriate action taken. Broadmoor residents are not permitted to operate the vehicle gates.

Vehicle gates: In order to reduce excessive wear and tear on the entrance and main exit gates, the gates may be left open during heavy traffic hours as approved by the board.

Common area fobs and keys: Each unit has been issued two (2) fobs for the pedestrian and pool gates and two (2) Medeco keys for the tennis courts. Fobs and keys should be turned over to new residents. Replacement fobs are \$50 each and tennis courts keys \$100 each. This is a fee and not a refundable deposit.

Tiger-claws: The installation of tiger-claws at the Moritz/Grimaud and Peter's Landing auto exit gates to discourage unauthorized entry is not permitted per Fire Department regulations since these mechanisms prevent emergency vehicle access through those gates. Please pause outside those gates when leaving until the gate closes to prevent unauthorized persons from entering the complex.

How you can help: If you notice that any of the locked gates at the complex are propped or taped open, please lock them securely. If you notice that a lock or gate is broken, promptly report it to the management company -- these repairs are urgent priorities for the maintenance staff. If you see a crime in progress, report it to the police immediately.

Skateboards and Scooters

(rev. 07-2023)

Skateboards and scooters are banned inside the Broadmoor complex at all times and under all circumstances from the tennis courts, the pool-spa area, the lagoon and its perimeter, walkways, benches, steps, and the docks.

Signs and Flags

(rev. 06-2024)

Display of signs: Commercial signage is prohibited within the complex at all times with the exception of real estate agent signs during open houses. Non-commercial signs, posters, flags or banners may be displayed on or in a unit's separate interest. The unit's separate interest includes the interior of the unit, windows and the interior airspace within the patio and balcony. Signs, posters, flags and banners may not be displayed on the exterior walls of a unit (except within the unit's patio or balcony). Signs on stakes in common area, on or from railings, and on garage doors are prohibited.

Type of materials: Non-commercial signs may be a poster, flag or banner made of paper, cardboard, cloth, plastic, or fabric, but may not be made of lights, roofing, siding, paving materials, flora, or balloons, or any other similar building, landscaping, or decorative component, or include the painting of architectural surfaces. Digital signs, posters, flags, banners, billboards or the like are prohibited at all times in the common area, balconies, patios or windows.

Size of signs and flags: Non-commercial signs and posters are limited to a combined limit of not more than nine square feet in size. Flags and banners are limited to one (1) per front side of the unit and one (1) per back side of the unit, each not more than 15 square feet in size.

Open House signs: "Open House" signs and flags are permitted only as follows:

- Staked signs and flags may be placed in front of unit only.
- "Open House" signs may be placed at entries to the complex and to give directions to the location of the open unit, as necessary.
- Any signs or flags placed must not constitute a safety hazard.
- All "Open House" signs and flags must be removed daily.
- A single "For Sale" sign can be displayed from inside the unit's windows.

Once an escrow is entered into, the "For Sale" sign shall be removed by the close of escrow. Any property in escrow must show a "pending," "in escrow," or "sold" sign. If you notice prohibited signs, please notify the Management Company so they can be removed immediately.

Smoke Detectors

(rev. 07-2023)

As originally built, each unit's smoke detectors are hard-wired into the AC electrical system. Be sure to install smoke detectors with a battery backup in case of power failure. Test detectors monthly and replace batteries at least once a year.

Smoking

(rev. 01-2020)

Smoking of any kind (including all tobacco products, e-cigarettes and marijuana) is prohibited at all times in the common area, which includes exclusive use patios and balconies. Smoking inside a unit must be contained within the unit so that the smoke and its associated odors are not allowed to permeate into the common area or into any other unit.

Solar Energy Systems

(added 08-2025)

The association has adopted a policy on solar energy systems. A copy of the policy is available on the association's website.

Speed Limits

(rev. 07-2023)

The speed limit for all vehicles on Grimaud Lane is 15 mph. The speed limit inside the complex is 10 mph. This applies to cars, trucks, vans, bicycles, and motorcycles.

Please remember that many small children and elderly persons live at the complex. Speeding and other unsafe practices endanger all of us. Do not "tailgate" other drivers on Grimaud or inside the complex who are adhering to the speed limits. If a small child or pet dashes in front of a car, it might have to come to a quick stop.

Tennis/Pickleball Courts

(rev. 07-2023)

Hours: 8 a.m. to dusk. Please limit play to one hour when others are waiting. Only tennis balls and pickleballs may be used on the courts (e.g., no baseballs, basketballs, volleyballs, etc.).

Skateboards, skates, rollerblades, bicycles, motorized toys, and pets are prohibited on the courts at all times. Courts are for the use of residents and their guests only. Guests must be accompanied by a resident at all times. Non-resident owners may not use the tennis courts unless they are the guest of another resident.

No amplified music on the courts: Use headphones or ear buds with your music devices.

Please make sure the security gates are securely locked when you leave.

Termites

(rev. 07-2023)

Residents who believe there are termites in the unit should contact the Management Company to arrange for an inspection.

IMPORTANT: Even if an individual homeowner believes that a termite problem is the responsibility of the Association, no individual homeowner is authorized to undertake those repairs and receive reimbursement from the Association. If you believe you have a termite problem that is the responsibility of the Association, you must contact the Association.

Individual owners are responsible for the cost of all termite inspections when a property is sold, including inspection reports of common areas required in a contract for sale. If treatment is needed, call the Management Company to request that the Association conduct the treatment. If an inspection ordered and paid for by an individual homeowner determines that there are termite problems which are the responsibility of the Association, these should be reported immediately to the Association, which reserves the right to conduct a second inspection by its own inspector before it orders repairs to be paid by the Association.

Trash

(rev. 07-2023)

Trash pick-up: Broadmoor's weekly trash pick-up is Friday. When one of these major holidays falls on a weekday, trash collection is on Saturday: New Years, Christmas, Memorial Day, Fourth of July, Labor Day and Thanksgiving.

Trash should not be placed out for collection earlier than noon of the day preceding pick-up and all empty containers should be removed from public view by the end of pick-up day. Residents who will be away before or after trash pick-up day should make arrangements with a neighbor to put out the trash at the proper time and remove trash containers after pick-up.

Bulk items: Residents can have bulk items (such as refrigerators, water heaters, couches, mattresses, etc.) picked up four times a year at no cost. Contact Republic Services at 714-847-3581 to schedule.

Contractor's trash: Residents are required to ensure that their contractors clean up and remove all trash from the Association grounds.

Household hazardous waste: Televisions, computers and monitors, fluorescent tubes, prescriptions, household batteries, automotive fluids, paints, and household cleaning products are all examples of hazardous waste. These items may NOT be placed in the trash, and trash containing them will not be collected. Residents may drop off these hazardous wastes for FREE at the Orange County Household Hazardous Waste Collection Center in Huntington Beach at Republic Services, 17121 Nichols Street, Gate 6. The center is open from 9:00 a.m. to 3:00 p.m., Tuesday through Saturday.

Vandalism

(rev. 07-2023)

Any reports of vandalism should be directed to the Management Company. For any immediate threats, call the City of Huntington Beach police immediately.

Water Intrusion Policy

(added 07-2023)

The Association's water intrusion policy provides: For water leaks or water intrusions caused by a Common Area component for which the Association is responsible, the Association will perform the necessary repairs to the Common Area, which includes, but is not limited to, the Unit structure bounded by the interior unfinished surface of the perimeter walls, ceilings and floors of the Unit. All repairs inside the Unit (i.e., paint, wallpaper, cabinets, flooring, personal property, etc.) are the responsibility of the Unit Owner. (A full copy of the *Water Intrusion Policy* is available on the association's website www.broadmoorhh.com.)

Windows

(rev. 07-2025)

Windows are the homeowner's responsibility under the CC&Rs. The original windows are single-pane, aluminum-framed windows. Newer windows provide better insulation and energy savings.

Replacement windows: There are two primary options for replacement:

- New construction window – the exterior stucco is removed and a new window frame, siding and trim are directly nailed into the exposed stud framing of the unit. A new construction window provides the longest durability and best protection against leaks.
- Vinyl or fiberglass retrofit window – the old window frame is cut open and a new window is inserted over the old frame. The new window insert is then sealed with caulking. A retrofit window provides ease of installation and lower cost, which makes it a popular choice. One prominent disadvantage of a retrofit window is that the caulking around the vinyl insert is the only seal against water leaks. Therefore, all retrofit windows should be re-caulked and sealed every three to five years.
- The association recommends that owners consider the installation of new construction windows rather than retrofits.
- A Home Modification Application is required to replace any window.

Reported leaks: Residents periodically report water intrusion into their unit from what they believe is a roof leak. If you have a leak during heavy rains which you believe is an emergency, please contact the Management Company immediately. When not an emergency, the association will have its maintenance staff conduct an initial inspection, followed by an inspection by the association's roofing company where necessary. Most inspections reveal that the window is leaking, not the roof. And in the vast majority of those instances, it is a retrofit window. If the source of the leak is the roof, the Association will have the roof repaired. If the source of the leak is the failure

of the unit's window, the homeowner will be responsible for the roofer's service call charges. (See also *Roofs and Water Intrusion Policy* above.)

Retrofit Windows: *The association strongly advises against installation of retrofit windows.* Retrofit windows are very popular with both contractors and homeowners due to their ease of installation, lower cost and no permit requirement. However, they can end up costing much more in the long run. One of the biggest issues with retrofit windows is that they have a tendency to leak.

What is a retrofit? It is a window that slips into an existing frame. This installation requires cutting out the original window, which basically compromises the waterproof seal. The only leak protection for a retrofit window is the caulking around the edges, which is never permanent.

Instead homeowners should consider installing "new construction" (or "nail-in") windows, which requires opening up the stucco around the window frame but provides the protection of flashing around the window frame.

Grimaud R-1 Residences

(rev. 07-2023)

Home modifications: Certain changes to a R-1 Lot or residential dwelling require the R-1 homeowner to submit a R-1 Home Modification Application (available on the Association's website) and obtain the written recommendation of the R-1 Architectural Review Committee and the approval of the R-1 Architectural Committee. Such modifications include but are not limited to:

Changes to the exterior of any Lot or Lot dwelling and any structural modification to any Lot dwelling including painting, landscaping, additions of fences, walls, buildings, signs, awnings or other structures, demolition and rebuilds, exterior structural modifications, interior structural or bearing wall modifications, elevator, driveway, garage door, house doors, sliders, windows, patios, balcony, structural roofing changes or roof tile replacements, swimming pool additions or modifications, the addition of an air conditioning or pad, etc. If a homeowner is uncertain whether an HMA is required, they should submit their inquiry to the Management Company. A penalty of up to \$2,500.00 will be imposed for architectural violations, including but not limited to, making any unauthorized or unapproved alteration.

Plan review: When required, HMAs should include proposed plans, photos and brochures. Review of proposed plans is based on many considerations, including the following:

- Conformity and harmony of external design with neighboring structures.
- Effect of location and use of improvements on neighboring property.
- Preservation of view and aesthetic beauty with respect to fences, walls and landscaping