

# BROADMOOR HUNTINGTON HARBOUR COMMUNITY ASSOCIATION

## WATER INTRUSION POLICY

**Association's Responsibility:** The Broadmoor Huntington Harbour Community Association ("Association") is responsible for the maintenance, repair and replacement of the Common Area, which includes the perimeter walls, roofs and the slab foundation of the Condominium Buildings. (CC&Rs, Article IX, Section 1(a))

**Owner's Responsibility:** Owners are responsible for the maintenance, repair and replacement of built-in appliances and utility outlets located within the perimeter walls of the Owner's Unit. Components for which Owners are typically responsible include, but are not limited to, sinks, toilets, faucets, sink hardware, shower, bath, stop valves, water heater, dishwasher, washing machine, supply hoses for washing machine, etc. Owners are also responsible for water and sewer pipes which serve their Unit even if located within or underneath the outside perimeter bearing wall of their Unit or shared with other Units. Owners are also responsible for the maintenance, repair and replacement of glass doors and exterior windows enclosing their Unit. When these components, and any other component for which the Unit Owner is responsible, malfunctions, fails, breaks or leaks, the Unit Owner is responsible for all resulting damage including damage to their own Unit, neighboring Units, and the Common Area. (CC&Rs, Article VIII, Section 24)

**Reporting and Notification:** When you suspect that a window, pipe or other appliance/fixture is leaking, or water otherwise appears in or about your Unit, regardless of the suspected source of the water, you should immediately:

- 1) **Shut off the water to your Unit, and**
- 2) **Contact the Association and report the water/leak:**

Broadmoor Huntington Harbour Community Association  
c/o: Powerstone Property Management  
Attn: Danielle Peterson  
9060 Irvine Center Drive, Ste. 200  
Irvine, CA 92618  
[dpeterson@powerstonepm.com](mailto:dpeterson@powerstonepm.com)  
949-716-3998

-OR-

c/o the Association's current management company at the time of the water leak.

If the water cannot be shut off and the water intrusion is substantial, then the incident should be treated as an emergency situation and the Owner should immediately contact

a plumbing contractor directly. The Association's preferred plumbing contractor can be found on the Association's website at [www.broadmoorh.com](http://www.broadmoorh.com)

**Duty to Mitigate - Mold:** If a water leak is not timely reported to the Association (i.e., not reported within 24 hours of discovery) or is otherwise not timely addressed by the Unit Owner, and moisture is allowed to remain in the Unit and/or Association walls/structures and/or other Common Area property, then unnecessary, additional damage can occur. In that circumstance, the Unit Owner may become responsible for all of the additional expense incurred due to the delay. Such expense often consists of additional cost to address mold remediation and other repairs/replacements that would have otherwise been unnecessary.

**Inspection and Repairs:** Upon notification of a water leak and depending on the nature and location of the leak, the Association's manager may contact an Association plumbing contractor to inspect and determine the source of the water and to assess the damage and necessary repairs.

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. However, if a Common Area water leak is caused by an act of a Unit Owner or his/her family members, tenants, or guests, then the Owner may be held responsible for the cost to repair the Common Area damage caused thereby. (CC&Rs, Article VIII, Section 19)

In the event of a leak or water intrusion caused by the failure of a component for which a Unit Owner is responsible (such as an outlet/appliance located within the Unit), the Unit Owner is responsible for the cost of repairs to his/her Unit and financially responsible for reimbursement to the Association and adjacent Units for the damage. For damage to the Common Area caused by such water leak, the Association will make the repairs to the Common Area. However, the cost of that Association work may (following a hearing), become the responsibility of the Unit Owner as a special assessment. (CC&Rs, Article VIII, Section 19) Absent written Association authorization, Owners are not permitted to conduct repairs to the Common Area.

**Association's Right to Repair:** In the event that an Owner fails to accomplish the necessary maintenance and repair to their Unit following a water leak, the Association may, but is not obligated, to perform the repairs. After reasonable notice to the Owner and, in compliance with the Association's governing documents, the Association may enter the Unit and conduct the necessary repairs or replacements, the cost of which shall be charged back to the Owner as a special assessment, after notice and hearing. (CC&Rs, Article VIII, Section 24)

**Tenants:** To assist in the timely reporting of water leaks and other water intrusions, Unit Owners shall provide their tenant(s) with their emergency contact information along with the Association management's contact information (above) so that tenants can immediately report water leaks and water intrusions to both the Owner and the Association. ***Homeowners must also provide emergency contact information and tenant contact information to the Association's manager for use in the event a leak is reported in or near their Unit.*** Owners are responsible for water leaks originating from within their Unit. If a tenant delays in reporting a water leak or other water intrusion, the Unit Owner is still responsible.

**Insurance:** In accordance with the governing documents, the Association maintains a master hazard policy insuring all the Common Area and all equipment and personal property owned by the Association. (CC&Rs, Article XII, Section 1(b))

Each Owner is responsible for insuring his or her Unit and personal property within his or her Unit, including but not limited to coverage for water and moisture damage to the interior of the Unit and liability for damage to the Common Area or another Unit. While repairs to the interior of a Unit, which may include but are not necessarily limited to, painting, carpet/flooring replacement, furniture and/or cabinets, etc., are the responsibility of the Unit Owner, the cost to make such repairs may be covered by the Owner's insurance policy.

However, even if there is coverage under the Association's insurance policy, the Unit Owner may still be responsible for the payment of the deductible (the current deductible is \$10,000) and may be required to submit evidence that a claim has been tendered to his/her own insurance carrier prior to the tender of a claim with the Association's master policy. A lack of insurance coverage for any particular condition/event does not relieve a Unit Owner of financial responsibility! As such, all Owners are encouraged to carefully review their coverage with their own insurance professionals.

**Garages:** Each Unit Owner is responsible for repairing and insuring for any damage to the interior of the Unit Owner's garage and any personal property therein due to water intrusion from flooding caused by rain and/or high tides.

Adopted by the Association's Board of Directors on: \_\_\_\_\_