

CROWN HILLS  
COMMUNITY ASSOCIATION

ASSOCIATION  
RULES

Revised: May 28, 2024

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# CROWN HILLS COMMUNITY ASSOCIATION

## ASSOCIATION RULES

Update: May 28, 2024

In addition to various standards and requirements published in the Association's Covenants, Conditions, and Restrictions (CC&R), there is another class of rules called the "Association Rules" that are approved and published by the Board of Directors, as authorized in Sections 6.5 and 12.1(b) of the CC&R.

These rules may include, but are not limited to, reasonable restrictions on use by Members and their guests, rules of conduct, and the setting of reasonable fees for the use of common recreational equipment and facilities.

The Association Rules are amended, when necessary, to maintain the highest standards of community living which have been present in Crown Hills since the first homes were built. These rule changes have arisen from common experience and the results of "lessons learned".

These changes supersede all previous "Rules and Regulations" and are effective immediately.

Bob Soto, President of the Board

## 1.0 LIABILITY, RESPONSIBILITY, AND DELEGATION OF PRIVILEGES

1.1. Association Liability. Any Member, guest, or tenant using any facility of the community center or other common area does so at their own risk. The Association does not assume any liability or responsibility for any injury or death to persons, or damage to their property, arising from the use of those facilities.

1.2. Delegation of Privileges. Only residents of Crown Hills and their guests may use the facilities therein. In the case of rented/leased properties, the act of delivering keys and FOB to tenants will constitute an implied delegation of privileges, by the Member to the tenants. Thereafter, non-resident Members may not use Crown Hills facilities, unless and until the Member reassumes residency in Crown Hills. When renters/tenants vacate the property, they lose the delegation of privileges. A "guest" is a non-resident who is invited to visit a Member's home and/or the Crown Hills Community. Members may authorize their guests to utilize the common area facilities only if all FOB or other access rules are observed.

1.3. Members are Responsible. Members are responsible for the actions of their guests and tenants for violations of CCR's, Rules and By-Laws. Any reference to "Members" in the Rules also applies to the Member's spouse, children, guests, and tenants. Members are not required to accompany their guests, except for clubhouse rentals, the pool area and the gym, during their use of the Community Center, and are ultimately responsible for their activity.

## 2.0 ENFORCEMENT

2.1. Fines. As authorized by Article 4.3 of the Bylaws, and the Fines Schedule, the Board of Directors may impose reasonable monetary fines or deny use of any community center facility to any Member for violation of the "Rules".

2.2. Collections. In all situations, assessments owed to the Association by Members will be collected first, from any and all monies received, regardless of the source. Thereafter, any remaining funds received will be applied to resolve the Member's other debts to the Association, in the following order, and applied to retire the oldest debt first:

- a. Debts to the Association, assessed by the Board of Directors, to repair damages to common areas.
- b. Fines levied by the Board of Directors.
- c. Arrears from rental of RV/Storage Lockers.

## 3.0 COMMUNITY CENTER

3.1. The "Community Center" is defined as the clubhouse, exercise room, swimming pool complex, tennis courts, aerobics room, restrooms, the parking lot on Gentian Way serving those facilities, and their connecting walkways and greenbelts. Clubhouse includes the main hall, kitchen, card room and library.

3.2. Custodial Care. Custodial care and maintenance is limited. Therefore, Members are required to clean up after themselves and put things back in order after using any of the facilities.

3.3. Hours of Operation. Facilities may be used only between the hours specified below, unless prior written approval is obtained from the Board of Directors. Loitering in community center areas outside of these hours is prohibited.

POOL: 5:00 A.M. - 11:00 P.M.

EXERCISE ROOM: 5:00 A.M. - 11:00 P.M.

CLUBHOUSE: Open during posted Crown Hills Office hours unless pre-approved for later use

TENNIS COURTS: 7:00 A.M. - 11:00 P.M.

3.4. Guest Limits. Members may not have more than six (6) guests in the clubhouse, pool area and/or tennis courts or two (2) guests in the exercise room at any time, unless written approval is obtained from the Crown Hills Board of Directors.

3.5. Private Parties. The clubhouse may be reserved for private parties through the On-site Manager. With the exception of the tennis courts, other community center facilities may not be reserved.

3.6. Age Limits. Children under 16 years of age may not use community center facilities and children under the age of 14 may not use the pool area unless under the direct supervision of an adult resident 21 years old or older.

3.7. Alcohol, Food, and Beverages.

- a. Alcoholic beverages are prohibited, except inside the clubhouse at an authorized, pre-approved, reserved private party.
- b. Food and beverages consumed outside the clubhouse must be contained in unbreakable containers.
- c. Cooking may be done only in the clubhouse, using the kitchen facilities available. Portable barbeques, camping stoves, or similar fueled burners are not permitted without prior written approval of the On-site Manager. Chafing dishes and other equipment designed to keep food warm are permitted.

3.8. Smoking. Smoking is prohibited in all community center areas.

3.9. Clothing. Only bathing suits are allowed in the pools and spa. No bathing suits or wet feet are allowed in the carpeted areas of the clubhouse. To use the restrooms while in bathing suits or with wet feet, enter and exit through the door on the "Tennis Court" side of the clubhouse. This door is marked "Restrooms".

3.10. Behavior. All persons in the community center will conduct themselves in a responsible manner. Excessive noise, rowdiness, fighting, profanity, vandalism, littering and other disruptive or undesirable behavior is prohibited.

3.11. Animals. Animals, except trained service animals, are not allowed in the community center.

3.12. Non-pedestrian Use. Recreational vehicle use including bicycling, skateboarding, rollerblading, or other similar modes of transportation is prohibited.

3.13. Gates, Doors, and Fences. All gates and exterior doors are to be closed, except when entering or exiting. Gates and doors shall not be propped open at any time. Violators face a \$100.00 fine for doing so. Climbing on or over fences or walls is prohibited. There will be a \$100.00 charge for replacement of lost community center facilities keys and FOB's.

3.14. Clubhouse.

- a. Exclusive use of facilities must be reserved by contract, approved and issued by the On-site Manager, for private, purely social events, celebrated and attended by the Member of the event and their close relatives or friends, such as birthdays, anniversaries, bridal and baby showers, going-away parties, etc. The Member must be present at the function and is responsible for all terms of the contract. In the case of conflicts, the Board of Directors will be the final authority for approving or disapproving events in Association facilities.
- b. The Clubhouse facilities may not be reserved for the following activities unless approved by the Board of Directors:
  - (1) Meetings to conduct any business or commercial enterprise not directly related to the Crown Hills Community Association.
  - (2) Church and/or religious functions.
  - (3) School-sponsored events.
  - (4) Fraternal or service-organization functions.
  - (5) Commercial "for-profit" solicitations or offerings.
- c. The Board of Directors may authorize any functions that are deemed beneficial to the Association, on a case-by-case basis.
- d. Facilities may be reserved no more than six (6) months in advance.
- e. Per Section 3.9 of the CC&R, costs for all cleaning/damages to Association property will be recovered from the Member of the event.
- f. The Board may adjust the rental fee and cleaning/damage deposit as needed to assure there is sufficient funding for clubhouse cleaning and maintenance.

Deposits may be refunded, if facilities are left clean and undamaged by the reserving Member. (*revised 5-28-24*)

- g. Checks for the full rental and deposit amounts must be drawn from the Members' account and presented in full when requesting to reserve the clubhouse. Rental Fee checks may be deposited in to the Association's accounts up to one week prior to the event.
- h. The On-site Manager must be informed of cancellations not less than 30 days prior to the reserved date. Failure to provide 30-day notice will result in forfeiture of the Rental Fee. Under extenuating circumstances, the Crown Hills Board of Directors, may authorize the non-forfeiture of the rental fee.
- i. Reservation requests will be considered only if the requesting Member is current in payments for all assessments, dues, fines, and rental fees due to the Association. If Member becomes delinquent after the reservation is accepted, but before the date of the event, the reservation will be cancelled.
- j. TV, DVD, & VCR Use. "X"-rated movies or similar materials are prohibited.

### 3.15. Swimming Pool.

- a. Per County regulations, unsupervised use of the pool area by persons under the age of 14 is prohibited.
- b. Per County regulations, the gate to the pool must be locked at all times. Propping the gate open is prohibited.
- c. Running and diving are prohibited.
- d. Children who are not yet potty-trained are not allowed in the pool or spa.
- e. Persons with cuts, open sores, or a contagious disease are not allowed in the pool.
- f. Members and their guests are responsible for the cleanliness of the pool and patio deck areas that they use. All trash, garbage and personal items must be removed after use. Patio tables and chairs must be cleaned and returned to their original condition.
- g. Earphones are required when listening to Radios, CDs or other similar devices.
- h. Consumption of alcoholic beverages of any kind is strictly prohibited in the pool area.

3.16. Spa Use. Per County regulations, children under the age of 14 may not use the spa unless under adult supervision. Water temperature in the spa is normally maintained at 104 degrees during operating hours. This temperature can be hazardous to pregnant women and persons on medications or in a physician's care. All persons should limit spa use to 10-15 minutes at a time. Persons with cuts, open sores, or a contagious disease are not allowed in the spa. Children must be over 4 feet 6 inches tall to use the spa.

3.17. Exercise Room.

- a. The exercise equipment is designed for and intended for mature adult use only. Children must be over the age of 16 years to use the exercise room unless accompanied by an adult. Persons using equipment must have a workout towel and wipe down equipment after use.
- b. Personal headphones or earphones are required for cell phones and audio/video devices in the exercise room.
- c. Equipment may not be reserved.
- d. There is a time limit of 30 minutes for use of each piece of equipment.

3.18. Tennis Courts.

- a. Reservations for use of courts can be made with the On-site Manager.
- b. Soft-sole shoes (i.e. tennis shoes) must be worn on the courts.
- c. Players must relinquish their court after three sets, if others are waiting to play.
- d. Players must turn off all lighting after using the courts.

3.19. Card Room and Aerobics Room. Reservations for use of the card room and aerobics room may be made with the On-site Manager.

#### 4.0. USE OF OTHER COMMON AREAS

4.1 These "Common Areas" include the Maintenance/Equipment Storage Building, Storage Unit buildings, lighting, trails/walking tracks, storm drains, catch basins, drainage channels, swales, slopes, landscaping, Guest Parking areas, all streets, the slope irrigation line, greenbelts, and any other real property which the Association may, from time-to-time, acquire.

4.2. Removal of Vegetation. Removal of vegetation, such as trees or decorative shrubs/bushes, or any equipment/structure on common areas, is prohibited without the prior approval of the Board of Directors.



4.3. Disposal Prohibited. No dirt, construction/demolition debris, yard waste, or any other material may be discarded or placed on common areas without prior approval of the Board of Directors.

4.4. Open Fires. Open fires or use of any equipment that uses fire or hot coals, such as fire pits, barbecue grills, camp stoves, and the like, may not be used on common areas without the prior approval of the Board of Directors.

4.5. Sports/Play Equipment. Sports or play equipment on streets or blocking/restricting access to homes or common areas are prohibited without the prior approval of the Board of Directors. Chalk drawing is allowed on the homeowner's driveway only. The drawings shall be removed by homeowner within 2 days (48 hours).

4.6. Vehicular Traffic. Vehicular traffic, motorized or non-motorized, is restricted to streets only. Vehicles and horseback riding are not permitted on any portion of the Crown Hills common areas including greenbelts and "natural" non-landscaped areas unless written permission is approved by the Board of Directors. No other recreational riding is permitted. The speed limit on all Crown Hills streets is 20 mph. In addition, no person shall drive a motor vehicle, motor-driven cycle, motorized bike, golf cart, ATV, or similar vehicles, upon any road or Common Area unless the driver holds a valid driver's license.

#### 4.7. Parking.

- a. Because of the Fire Inspector's determination that Crown Hills streets are not sufficiently wide to accommodate both on-street parking and fire/emergency response vehicles, on-street parking is controlled. Due to the shortage of Guest Parking spaces, resident parking in those areas is likewise monitored and controlled. Vehicles parked in violation of the CC&R may be towed at the owner's expense. (See Section 11 of the CC&R for specific information.)
- b. Parking within 15 feet of a fire hydrant and in painted red zones is prohibited.
- c. The following definitions/interpretations will apply to parking in guest parking spaces:
  - (1) A "permanent resident" is defined as an individual, including guests, other family members, and cohabitants, remaining on the Member's premises for more than 45 days. Individuals remaining at the Member's residence longer than 45 days must use the Member's parking spaces, garage or driveway.
  - (2) A "Guest Parking Permit" may be issued by the On-site Manager. However, such permits will be limited to a period of 45 days and will include a "start" and a "stop" date. Requests for more than one permit in a 6 month period must be approved in advance by the Board of Directors.

- (3) There are fifty-two guest parking spaces located in five (5) separate guest parking areas in the community. Two (2) spaces shall be set aside from each of the separate guest parking areas to be designated "reserved parking" spaces.

A lottery shall be used to determine who is issued a reserved parking space first. The remaining applicants shall be placed on a waiting list for any reserved parking spaces that may become available.

The vehicle must be registered to the Crown Hills Member and must be fully insured. The vehicle must meet the current criteria listed as Section 10.6 of the CC&R's.

A monthly fee shall be imposed for use of the reserved parking space and the amount shall be determined by the Board of Directors. The monthly fee may be adjusted annually in preparation of annual budgets. (added 2-28-23)

#### 4.8. RV/Storage Lot.

- a. The RV/Storage Lot is available only to members who have executed an approved Self-Service Storage Rental Agreement with the On-site Manager. Such agreements are valid only so long as the Lessee complies with all terms of the Rental Agreement and is current in rental payments. The On-site Manager controls all aspects of management of the RV/Storage Lot and, under no circumstances, may possession/rental of rental space be transferred from one owner to another (or potential owner) without prior approval of the On-site Manager.
- b. Vacant storage lockers will be assigned on a first-come, first-served basis. Existing storage locker renters may not be granted a second unit if there is a wait list. A maximum of 2 storage units per lot is allowed.
- c. Vacant RV parking spaces will be assigned on a first-come, first-served basis. All vehicles must properly fit in the space requested and be easily maneuvered in and out of space prior to approval. Existing parking space renters may not be granted a second space if there is a wait list. A maximum of 2 parking spaces per lot is allowed.
- d. The Board may adjust the RV Storage Space Fee and the Storage Locker Fee as needed to assure there is sufficient funding for RV lot and Storage building maintenance. (*Revised 5-28-24*)
- e. There may be a charge of up to \$100 to replace lost storage keys to help cover the cost of lock replacement.

4.9. Signs on Common Areas. In general, signs are not permitted on "Common Areas", including those maintained by Crown Hills Community Association along Victoria Park Terrace.

However, to assist a Homeowner in the sale/rental of their house, "Open House" signage may be placed on Association property to announce the sale or direct individuals to the Owner's property. Signs placed in contradiction to this policy will be removed by the On-site Manager.

4.10. Mandatory Trash Collection. All residents must utilize a commercial refuse collection and disposal service, which removes trash at least weekly.

## 5.0. GARAGE SALES

Crown Hills Community Association permits "garage sales" under controlled conditions. The Association does not endorse the sale or accept liability for any occurrences associated with those events. Homeowners participate at their own risk and acknowledge/accept, by their participation, responsibility for events associated with the sales.

- a. Dates. Community-wide garage sales will be held twice a year, on the second Saturday in April and the second Saturday in October of each year. No other garage sales are permitted. Indoor estate sales and sales for the purposes of moving or selling a home are not restricted. A request for estate and moving sales must be submitted to the On-site manager before the sale occurs.
- b. Hours. The Community-wide sales will be held between the hours of 8:00 a.m. and 2:00 p.m. on the above days. Yards and driveways will be cleared of merchandise immediately after the sale concludes and completed by 3:00 p.m. the same day.
- c. Display of Items. All items must be displayed within the seller's Lot. Nothing is allowed on the street or in the common areas.

END