

## RULES & REGULATIONS

### SECTION 1 - USE OF THE RECREATION FACILITIES

The Recreation Center property, facilities and equipment are restricted in use to Members of the Crown Valley Highlands Community Association and their guests. No others may use said facilities without the express written consent of the Board of Directors acting in conformance with the Association's governing documents.

The rights of every Member and authorized group to use and enjoy the recreation facilities go hand in hand with the same rights of others. To preserve and protect these mutual rights, the following Rules have been established by the Board of Directors. Any individual or groups abusing the rights of use granted under these Rules, and the governing documents, may have those rights suspended, following hearing, at the discretion of the Board of Directors.

- 1.1 Guests must be accompanied by their host member. Members will be held responsible for the conduct of their guests and their observance of adopted Rules.
- 1.2 Access to the recreation facilities is restricted to authorized entrances only. Any unauthorized use is subject to trespassing laws and/or suspension of use privileges.
- 1.3 Children under fourteen (14) years of age **MUST** be accompanied at all times by an adult or responsible person eighteen (18) years or older, unless participating in a supervised or Association sponsored activity.
- 1.4 NO GLASS containers or objects are permitted on Association recreation property.
- 1.5 Gambling, rough or boisterous conduct, personal assault, and use of loud, profane or abusive languages are all prohibited and are grounds for immediate expulsion.
- 1.6 Any group proposing to use and/or serve alcoholic beverages must have prior consent of the Association. In addition, the following will be required:
  - a. A licensed security guard provided by the reserving party(ies).
  - b. Two (2) weeks prior notification
  - c. Certification of County issued license if liquor is to be sold.
  - d. Proof of appropriate insurance coverage for the event.

### SECTION 2 - CLUBHOUSE USE

- 2.1 No group may reserve the Clubhouse facilities without submission of the required waiver of release form signed by a responsible representative of the group and approved by the Association Manager.
- 2.2 All facility reservations will be made through the Association management agent.
- 2.3 Facilities will be reserved on a first come, first serve basis for groups composed of 50% or more Highlands Association Members. At least two (2) weeks advance notice is suggested. Facilities may be reserved by groups sponsored by a Member and composes

of less than 50% Association Members. These groups may not reserve facilities more than two (2) weeks in advance, and they must be social, recreational, or civic in nature. Reservations by groups not meeting the above requirements must be requested not less than thirty-one (31) days in advance, and require approval by the Association Board of Directors.

### **SECTION 3 - SWIMMING POOL/WADING POOL**

Any person(s) found to be willfully violating these Rules may be subject to a hearing held in accordance with Article III, Section 3 of the By-laws, be subject to loss of the use privileges to these facilities.

- 3.1 All gates are to remain shut at all times.
- 3.2 No animals are allowed inside the fenced building or pool compound.
- 3.3 No food is allowed inside the fenced pool area.
- 3.4 All persons must obey these Rules and requests made by lifesaving personnel.
- 3.5 Distracting the attention of the on-duty lifeguard is dangerous and prohibited.
- 3.6 When no lifeguard is on duty, children under 14 years of age are not to use the pool without an adult in attendance.
- 3.7 Only children five (5) years of age or younger are allowed in the wading pool. A parent or responsible person over the age of 18 must be in attendance.
- 3.8 When in the wading pool or swimming pool, plastic pants must be worn over diapers.
- 3.9 Floating apparatus, glass items, sticks, stones, or any object which is not part of the regular programmed equipment items are not allowed in the pool area. Ball playing on the pool deck is prohibited.
- 3.10 Persons with colds, coughs, red or infected eyes, skin eruptions, open wounds or sores, or bandages are not permitted in the pool area.
- 3.11 Swim suits or trunks must be worn by persons on the pool deck or in the water.
- 3.12 Persons under the influence of alcohol or drugs are prohibited from being in the pool area.
- 3.13 Showers must be taken by all pool users before entering the pool area. Any person leaving the pool area for any reason must take another shower before returning to the pool area.
- 3.14 Eating, chewing gum, or drinking bottled or canned beverages within the fenced pool areas is prohibited.

- 3.15 Non-swimmers or weak swimmers must remain in the shallow water no deeper than their armpits. In no case are they permitted in the deep water. When a lifeguard is in doubt of a swimmer's ability, they must ask him to take the safety test, such as swim across the pool and back.
- 3.16 Dangerous practices are prohibited at all times. Patrons must not run on the pool decks; climb, sit or jump from fences or structures not provided for such activity; dive in shallow water; swim in the diving area; dunk, push or pull swimmers. Horseplay or wrestling on pool decks, ladders, in the pool or dressing rooms is prohibited. Tag and horse-and-rider games are not allowed. Over exertion should be avoided.
- 3.17 No lounge chairs, chaise lounges, or other furniture is allowed within four (4) feet of water's edge, be it the wading pool or the swimming pool.
- 3.18 Spitting, spouting of water, or blowing of the nose in the pool is strictly prohibited.
- 3.19 Emergency or exit signals must be observed. Swimmers must leave the pool area immediately upon the signal or request of pool personnel, counselors, or group leaders. An emergency may exist in which all persons may need to cooperate.
- 3.20 NO PETS OR ANIMALS are permitted within the fenced building and pool compound.

#### **SECTION 4 - ATHLETIC FIELD/PARK**

- 4.1 Facilities are open to all Crown Valley Highlands Community Association residents and their guests.
- 4.2 Residents must accompany guests at all times.
- 4.3 Upon request by an authorized representative of the association, residents must show identification and proof of residency.
- 4.4 Crown Valley Highlands Community Association residents are responsible for all actions of their guests.
- 4.5 Unsafe or activities determined to be deleterious to the facilities or others are not permitted.
- 4.6 Alcohol and drugs are not permitted on community association property.
- 4.7 Children under the age of 12 using tot lot must be accompanied by an adult.
- 4.8 Use of facilities is on first come first serve basis.
- 4.9 Recreational team sports are permitted under the following conditions in addition to those shown under "SECTION 4" above.

- 4.9.1 A resident of Crown Valley Highlands Community Association must be present and actively supervising all activities.
- 4.9.2 Activities may not interfere with the enjoyment of the facilities by others.
- 4.9.3 Group size is limited to 25 individuals (including spectators), unless otherwise approved in writing by the Board.
- 4.9.4 There is a two (2) hour limit on use of the facilities by all groups of ten (10) or more individuals.
- 4.9.5 Games and practices by teams involved in organized leagues are prohibited without the prior written approval of the Crown Valley Highlands Community Association Board of Directors. Proof of approval must be present with supervising resident.

## **SECTION – 5 SIGNS**

### **5.1 Real Estate “For Sale” or “For Lease” Signs:**

- 5.1.1. A maximum of two real estate signs is permitted upon any one lot.
- 5.1.2 No more than one real estate sign may be placed facing any one line.
- 5.1.3 Over posting realtor signs with “Sold” or other sign is allowed.
- 5.1.4 Real Estate signs must be removed when the sale is final or the home is leased.
- 5.1.5 Signs may not exceed a total surface area of more than four (4) square feet.

### **5.2 “Open House” Signs:**

- 5.2.1. A maximum of two “Open House” signs is permitted upon any one lot.
- 5.1.6 No more than one “Open House” sign may be placed facing any one lot.
- 5.1.7 Directional signs from a main thoroughfare must be the minimum required for guidance.
- 5.1.8 Only one “Open House” directional sign is permitted per corner.
- 5.1.9 “Open House” directional signs are to be generic in nature. Names of Realtors or logos are not permitted. Signs should state “Open House” with a directional arrow.

5.1.10 “Open House” signs may be used only while an open house is in progress and the owner or agent is in attendance.

5.1.11 Signs may not exceed a total surface area of more than four (4) feet.

5.2 Construction and Contractor’s Signs:

5.3.1. A maximum of one sign with the name of a contractor performing work upon any lot is permitted.

5.3.2 Construction and contractor’s signs are permitted only while work is in progress but, in no case, longer than three (3) months.

5.3.3 Construction and contractor’s sign may not exceed a total of four (4) square feet.

5.3.4 Signs must be of a reasonable color, design and shape so as not to detract from the community.

**SECTION - 6 GENERAL RESTRICTIONS**

6.1 Storage

Items on the lot shall be located so as to be in an enclosed area and reasonably screened from view of the street and adjacent lots.

6.1.1. Vehicles, Boats, Trailer, Etc.

These shall be considered stored and in violation of Association rules if they are parked in a visible location (CC&Rs, Article IX, Section 6) for more than 72 hours.

6.1.2 Weeds, Rubbish, Debris, Etc.

No weeds, rubbish, debris, or lumber shall be allowed to be stored or keep where they are visible from the street or adjacent lots, or allowed to become a health or safety hazard (CC&Rs, Article IX, Section 10).

6.1.3 Trash Containers

Trash containers are to be removed from view within twenty-four (24) hours after service.

**SECTION - 7 ENFORCEMENT**

7.1. The Board of Directors has the responsibility and the authority to impose such Fines as are deemed fair, reasonable and necessary to enforce compliance with the Association’s governing documents, including these Rules & Regulations (CC&Rs, Article x, Section 4).

7.2 Violators will first be sent a notice of the reported violation (“Courtesy Notice”). If the violation is not corrected or is repeated within a 6-month period, a “Notice of Fine” will

be sent. That fine will be imposed, unless the owner appeals the fine in writing and the board, upon hearing at the next scheduled board meeting, repeals the fine.

If such violation continues, additional fines may be imposed each month until correction occurs or the board may determine that legal action is warranted. If such legal action is taken, the costs of such action will be chargeable to the lot owner.

Schedule of Fines:

First fine	-	\$25.00
Second fine & Subsequent fines	-	\$50.00

7.2. Damages & Costs: In addition to the above, the Board of Directors may also assess the actual costs of repairs and/or costs incurred by the Association in enforcing compliance (CC&Rs, Article IX, Section 17).

**SECTION – 8           LANDSCAPE GUIDELINES**

8.0 Tree Maintenance:

The Association is responsible to maintain the park-like atmosphere provided by the trees in the Common Areas. To that end, the Board of Directors has:

8.1 Trees are generally trimmed, thinned and/or shaped on a 3-year cycle (one of the tree areas is done each year).

8.2 Trimming, thinning & shaping done to maintain the health and relatively natural symmetry of each tree species.

8.3 Generally has trees removed when:

8.3.1 Determined that a particular tree presents a reasonably imminent potential safety hazard to life or property of the Association or lot owners (structures, sidewalks, fences, storm-drains, etc.) This is determined on a case-by-case basis.

8.3.2 Removal of a particular tree will increase the vitality and health of adjacent trees (spacing).

8.4 If a lot owner wishes to have the Association trim or remove a tree in Common Area that does not meet the above conditions, the owner shall submit for Board consideration a written request agreeing to the following conditions:

- 8.4.1. pay the cost of the tree trim or removal;
- 8.4.2. pay for replacement of the removed tree with a more suitable tree species in the same location;
- 8.4.3. obtain signatures of all neighbors adjacent to the subject tree agreeing to the proposed removal & replacement.

The Board, at its discretion, may approve or disapprove any request.

