

**CROW CANYON HEIGHTS  
HOMEOWNERS ASSOCIATION  
RULES and REGULATIONS  
GUIDEBOOK  
2022**

## TABLE OF CONTENTS

Board meetings and Management contacts.....	p 3
2022 Board and committee members.....	p 4
Introduction .....	p 5
Landscape Rules and Regulations .....	p 7
Architecture Rules and Regulations .....	p 8
Pool Rules and Regulations .....	p 13
Traffic and Safety Rules and Regulations .....	p 15
Animal Control Rules .....	p 20
Miscellaneous Rules .....	p 21
Clubhouse Rental .....	p 22
Delinquent Assessment Policy.....	p 23
Schedule of Fines & Penalties.....	p 24
Maps .....	p 25
Telephone Numbers .....	p 27

**MANAGEMENT COMPANY** (925) 830-4848 – OFFICE, (925) 830-0252 –FAX  
AFTER HOURS EMERGENCY ANSWERING SERVICE (925) 831-2309  
Homeowner Association Services, 2266 Camino Ramon, San Ramon, CA 94583  
Debi Schwartz, CCAM, Property Manager – [dschwartz@hoaservices.net](mailto:dschwartz@hoaservices.net)  
Colleen Holcombe, Assistant Manager – [colleen@hoaservices.net](mailto:colleen@hoaservices.net)  
Mychele White, Architectural Coordinator – [architectural@hoaservices.net](mailto:architectural@hoaservices.net)

***The Crow Canyon Heights Homeowners Association web site is:***  
[www.crowcanyonheights.com](http://www.crowcanyonheights.com)

***Please respect all your volunteer board and committee members by directing all questions, comments, and requests to Homeowner Association Services (HAS), preferably via email so you and HAS have written records of your contact. Telephone and email contact information for Homeowner Association Services is shown in the box above.***

***The Crow Canyon Heights Board of Directors meetings are held bi-monthly on the third Thursday of each odd numbered month at the Cabana Clubhouse at 7:00 PM. Doors open at 6:45 PM. Attendance is also offered using Zoom video conferencing.***

***The 2022 Crow Canyon Heights Homeowners Association Annual Homeowners Meeting and Election is held on the third Thursday in November at 7:00 PM at the Cabana Clubhouse meeting room. All homeowners are invited and encouraged to attend.***

**CROW CANYON HEIGHTS  
BOARD OF DIRECTORS, TASK GROUPS**

**CCH Board of Directors 2022**

<b>Dick Lloyd, Vice President</b> Powhattan Court	<b>Laura Ferree, Vice President</b> Oneida Circle	<b>Peter Geddis, President</b> Powhattan Court
<b>Ron Johnson, Vice President</b> Cabana Court		<b>Carole Ng, Secretary</b> Oneida Circle

**Board Member Committee Members**

**Architecture**

Peter Geddis & Ron Johnson

**Budget/Finance**

Ron Johnson & Peter Geddis

**Landscape**

Ron Johnson & Laura Ferree

**Security**

Peter Geddis, Carole Ng, plus community volunteers

**Parking**

Dick Lloyd, Carole Ng, plus community volunteers

## **CROW CANYON HEIGHTS HOMEOWNERS ASSOCIATION RULES AND REGULATIONS INTRODUCTION**

The Crow Canyon Heights Homeowners Association (CCH HOA) is a non-profit corporation with an organization structure that is fully covered in the Covenants, Conditions and Restrictions (CC&Rs) and the Bylaws. They are recorded with your deed and are the law of Crow Canyon Heights, administered by the volunteer Board of Directors, for the benefit of all. Our community consists of 116 family homes with a common Cabana clubhouse and pool.

Crow Canyon Heights is private property, owned by its homeowners. The Crow Canyon Heights Homeowners Association has the legal responsibility to establish and enforce rules, assess, and collect for maintenance assessments and fines for violations.

Rules & Regulations (“Rules”) are necessary to protect and maintain the beauty, value and desirability of the property and to provide a quiet and safe environment for residents. Many homeowners moved to Crow Canyon Heights specifically because the Community has an active Association and volunteers who contribute personal time to maintaining the community and helping to enforce compliance with existing rules, guidelines, and regulations. The Rules and Regulations in this booklet apply to resident Homeowners, absentee Homeowners, tenants, visitors, contractors, real estate agents, commercial operators, and all other persons within Crow Canyon Heights and **MUST BE OBSERVED AT ALL TIMES** while on the premises at Crow Canyon Heights.

The term “Homeowner,” as used in the Rules, applies to each of the on-premise parties listed above, and for Rules and Regulations compliance purposes specifically includes tenants of rental units with homeowners responsible for compliance of tenants.

The Rules and Regulations contained within this booklet are based upon the CC&Rs and Bylaws of the Crow Canyon Heights Homeowners Association, the California Civil Code, and common sense, to ensure the peaceful enjoyment of the community by all residents. In case of a discrepancy or conflict between these Rules and Regulations and the CC&Rs, Bylaws, or the California Civil Code, the California Civil Code takes precedence, followed in order by the CC&Rs, Articles of Incorporation, Bylaws, and these Rules and Regulations.

This booklet does not lessen your responsibility to review the CC&Rs and Bylaws, and is not inclusive of all the CC&Rs and Bylaws of the Association. Homeowners are responsible to inform their tenants of the provisions contained in the CC&Rs, Bylaws and Rules and Regulations of Crow Canyon Heights Homeowners Association and ensure that their tenants, contractors, and guests abide by the rules.

If you have any questions or concerns please contact Homeowner Association Services at (925) 830-4848 or Fax (925) 830-0252.

Our Representatives are:

Debi Schwartz (Ext. 121) [dschwartz@hoaservices.net](mailto:dschwartz@hoaservices.net)  
Colleen Holcombe (Ext 120) [Colleen@hoaservices.net](mailto:Colleen@hoaservices.net)  
Mychele White, [architectural@hoaservices.net](mailto:architectural@hoaservices.net)

## **ASSOCIATION MANAGEMENT COMPANY**

Homeowner Association Services (HAS) is designated by the Crow Canyon Heights Homeowners Association Board of Directors to manage our community. HAS is a separate business hired to act as the agent of the Association. As an agent for the Association, they take their direction specifically from the Board of Directors. Typical contractual responsibilities of the managing agent include a variety of services to the Association, such as collecting assessments, paying the association's bills, taking direction from the Board of Directors for enforcement of the rules, infractions, and obtaining various vendors to perform services, often in close collaboration with our various committees. The managing agent also helps with the budget process and prepares meeting agenda and minutes for the Board of Directors. The management company provides assistance to all parties in helping solve problems that occur in the community. They advise the Board of Directors how to comply with relevant California Civil Code requirements, all governing documents, and assist with appropriate and timely compliance.

## **PROBLEMS AND QUESTIONS**

Homeowners with routine (non-emergency) problems or questions should always contact Homeowner Association Services (HAS) during normal business hours (8:30 am - 4:30 pm, Monday through Friday) at 925-830-4848, or preferably via email at either email address provided above. Routine problem areas include but are not limited to:

1. Landscaping (e.g., lack of mowing, pruning, irrigation, etc.)
2. External property maintenance (e.g., defective common area lighting, broken fences, walkway hazards, drainage problems, shared plumbing, etc.)
3. Noise/nuisance, vandalism, pet, parking and other violations

Homeowners are requested to submit their concerns in writing to CCHHOA, c/o Homeowner Association Services, 2266 Camino Ramon, San Ramon, California 94583. All written correspondence will receive written responses.

## LANDSCAPE RULES AND REGULATIONS

**ANY CHANGE TO THE LANDSCAPING OF ANY PROPERTY OR ADJACENT COMMON AREA IN CROW CANYON HEIGHTS MUST BE SUBMITTED IN ADVANCE TO THE LANDSCAPE COMMITTEE/BOARD OF DIRECTORS FOR APPROVAL USING THE ARCHITECTURE/LANDSCAPE APPLICATION.**

**UNAPPROVED EXTERIOR PLANTING OR CHANGES ARE SUBJECT TO IMMEDIATE REMOVAL AT THE EXPENSE OF THE HOMEOWNER.**

**A LANDSCAPE CHANGE FORM MUST BE SUBMITTED AND APPROVED BEFORE ANY CHANGES ARE IMPLEMENTED TO THE PROPERTY.**

1. Shrubs, trees and other plantings under the responsibility of the homeowner must be topped and trimmed to ensure there is no contact with houses, garages, roofs, gutters or fences. The cost of repairing damage caused by Homeowner landscaping will be charged to the Homeowner. This includes the atrium area in one story models, the courtyard/front entrance area in all 2 story models, and the rear patio area in all models.
2. Planting invasive species such as (examples only) bamboo and ivy is prohibited. The cost of removing plants that invade the common area, above or below ground level, will be the responsibility of the Homeowner.
3. Homeowners must not connect to the Association's water or sprinkler lines.
4. All requests concerning landscaping must be submitted to the Management Company and will be reviewed by the Landscape Committee and Board of Directors for approval where applicable. The landscape contractor is not permitted to take instructions directly from or act on requests from a Homeowner. The form to request landscape changes can be found for registered members on the community web site: [www.crowcanyonheights.com](http://www.crowcanyonheights.com)
  - a. Non emergency requests are to be sent to HAS via email. HAS and the Landscape Committee will arrange to respond within 14 days. This procedure will also apply to requests made in person and at meetings. Although a response will usually be provided within 14 days, the actual work, if approved, may be scheduled for a later date depending on project plans, vendor work resources and schedules, weather, or other factors.
5. Unless approved by the Landscape Committee in writing, a Homeowner must not plant, trim, prune, feed, maintain or remove shrubs and trees in the common area.
6. The cost of repairing/replacing common area damage caused by a homeowner and the cost of removing unauthorized plantings will be charged to the Homeowner.
7. The cost of repairing damage to lawns, landscaping or the irrigation system caused by Homeowner or visitor vehicles will be charged to the Homeowner. This includes Homeowners or residents and their guests or vendors who drive off a driveway resulting in damage to the irrigation systems.

8. Immediately notify management if you notice diseased plants, broken sprinklers, water leaks, and dry areas.
9. Trimmings, branches, plants, other green waste, or any trash is not to be tossed or otherwise disposed of in back or next to patio fences or anywhere in the common area. Violations can result in Level 2 fines and other penalties. (see Schedule Page 24)

### **Architecture RULES AND GUIDELINES**

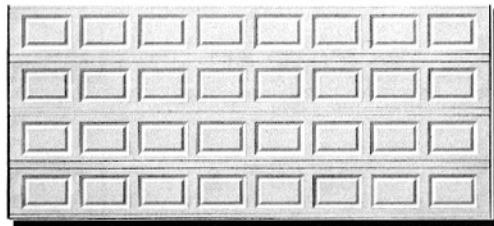
**ANY CHANGE TO THE EXTERIOR OF ANY PROPERTY IN CROW CANYON HEIGHTS MUST BE SUBMITTED IN ADVANCE TO THE ARCHITECTURE COMMITTEE/BOARD OF DIRECTORS FOR APPROVAL.**

**UNAPPROVED EXTERIOR ALTERATIONS OR APPARATUS IS SUBJECT TO IMMEDIATE REMOVAL AT THE EXPENSE OF THE HOMEOWNER.**

1. Exterior alterations to any building including the roof area are prohibited without written approval from the Architecture Committee and the Board of Directors. Permanent or temporary installation of any structures or modifications, whether exterior or interior, shall not be affixed or connected to the shared or common wall of an adjoining property in any way that can harm or affect the integrity or appearance of the common wall or structure. Any damage caused to an adjoining structure will be repaired at the expense of the violator.
2. Any and all planned additions or modifications by homeowners to the Association fences constructed on homeowner lots must be submitted for review and approval by the Architecture Committee and the Board of Directors.
  - a) Pre-existing lattice material atop the Association fences on homeowners' lots will generally be allowed to stay in place as-is. However, should a homeowner wish to install new or replacement lattice material, a new application must be submitted to the Architecture Committee for review and approval by the Board of Directors.
  - b) The Architecture Committee guidelines require that the addition or modification of any lattice material (or any other addition to the height of the fence) to the Association fences conforms to the following:
    - 1) On "perimeter" fences (i.e., fences or fence segments bordering common area or otherwise not shared with a contiguous neighbor), the preferred height of the lattice is twelve (12) inches, but may be up to twenty-four (24) inches in height. Higher than 24 inches is prohibited.
    - 2) On "community" or "party" fences (e.g., fences or fence segments that are shared with a contiguous neighbor), the lattice may not exceed twelve (12) inches in height, and must be agreed to in writing by the contiguous neighbor (subject to the Architecture Committee as part of the application review process).



- c) The homeowner is fully responsible for all installation, maintenance and related expense of all lattice material affixed to the Association fences, and for ensuring that the lattice is installed and maintained in full compliance with all applicable municipal codes, and will not be replaced by the Association should it be removed for fence replacement and repair.
  - d) Any exceptions to these guidelines must be included and explained in the plans submitted by the homeowner to the Architecture Committee, and are subject to the Committee's and the Board of Directors approval or disapproval.
3. Metal gates are allowed at the front of the courtyard/entry walkway on 2-story units only. For all metal gates, an Architecture Change Form is required and must be approved by the Architecture Committee and Board of Directors. All metal gates are to be flat black in color and all maintenance is the responsibility of the homeowner.
  4. No basketball standards or fixed sports apparatus are allowed on a permanent basis on the exterior of any building or in any common area. Portable basketball standards and other apparatus that is over 6 feet in height, measured from the ground, must be removed to the garage at the end of the day.
  5. Christmas or Winter Holiday decorations, including any size of colored or clear lights, lawn and window decorations, front door and mailbox adornments should not be installed before Thanksgiving Day, and must be removed by the following January 31st.
  6. Any garage door replacement must be the style approved by the Association. In addition to the original, builder-installed, solid wood door, the **only replacement** garage door style approved for Crow Canyon Heights is the SHORT PANEL or SHORT BOX style :



- a) **An Architecture Change Form is required when replacing a garage door.** Call Homeowner Association Services at (925) 830-4848 ext. 121 for an Architecture Change Form, or for members registered on the CCH web site, click on "Members" and download the form. Painting of all new doors is the responsibility of the homeowner within thirty days of door installation. Paint colors are available from Management by calling 925-830-4848.
- b) Garage Door Reimbursement Policy – Homeowners who replace their original, builder-installed, solid wood door with an approved replacement door may receive partial reimbursement from the Association. Details of this one-

time-only-per-unit reimbursement program are available from Management by calling 925-830-4848.

7. All doors and windows are the homeowner's responsibility for replacement, adjustment, or repairs. Trim replacement is to be the same width, thickness, and paint color of existing trim and is to be caulked and painted on all sides. For all changes to external doors and windows, an Architecture Change Form is required and must be approved by the Architecture Committee/Board of Directors. Once doors or windows are replaced from the original, they and the surrounding exterior trim for replaced doors and windows become the responsibility of the homeowner, and future homeowner in the event of change in ownership.
8. The top elevation of decks can be no higher than the level of the first floor of the unit to ensure neighbor privacy.
9. **AN ARCHITECTURE CHANGE FORM MUST BE SUBMITTED AND APPROVED BEFORE THE INSTALLATION OF ANY SATELLITE DISH.**  
Specific rules and regulations regarding satellite dishes are as follows:
  - a) All television satellite dishes must be placed at the REAR of the home. No satellite dishes are allowed in or on the front of a home. Satellite dishes may NOT be mounted or connected to the roof. They are to be mounted on the rear of the chimney.

#### **Instructions for Architecture/Landscape Approval**

1. **OBTAIN** an Architecture Change Request Form from the management company or the Crow Canyon Heights website ([www.crowcanyonheights.com](http://www.crowcanyonheights.com)>Members>download form).
2. **COMPLETE** the Request form. All requests must include detailed plans and specs, and sign off from neighbors where applicable.
3. **RETURN** the completed Request form with plans and specs and signatures to the management company.
4. **WAIT** for a **WRITTEN** response from the management company. The review process typically takes between 7 and 30 days, but may take longer depending on the complexity of the request. All applicants must have **WRITTEN** approval from the management company **BEFORE** work begins.
5. All approved changes are subject to post-project inspection for compliance by the Association's representative.

Summary - Quick review - **GENERAL GUIDELINES ONLY\*\*\***

<u>Association Responsibility</u>	<u>Homeowner Responsibility</u>
• Exterior Wood siding – painting, repair, replace, excluding modifications by homeowner	• Wood siding – inspect & report and mitigate damage
• Exterior Stucco – paint, replace, repair, excluding modifications by homeowner	• Stucco – inspect & report damage, including stucco applied by any homeowner
• Exterior wood trim – paint, replace, repair excluding modifications by homeowner	• Exterior wood trim – inspect & report damage
• Repair damaged foundation vents	• Inspect & report breaches to foundation vents and openings to crawl space; including below patio decking
• Garage doors – paint only	• Garage door – repair/replace
• Original wood Entry doors – refinish	• Entry doors- repair/replace
• Roofs – repair/replace	• Windows & frames repair/replace
• Drainage – common area, on lot excluding beneath structure, atrium, courtyard, patio	• Drainage issues – beneath structure, including rear patio, courtyard, atrium
• All fences – replace/repair, excluding modifications made by homeowner	• All structural and wall members
• Gutters & Downspouts	• Atrium & courtyard area drainage & inspection
	• Courtyard/Patio gates repair /replace

\*\*\* Owners have responsibility for all materials, permits, and structural components that are not original design and construction, including changes and modifications performed by previous owners, and all patio decking. All changes made by current or previous owners to fences, exterior surfaces including siding, windows, doors, trim, walkways, steps, are the responsibility of the homeowner.

**Solar Energy Systems Policy**

In January 2020 the Association adopted a policy for the installation, Use, Maintenance, and Removal of Solar Energy Systems. The rules and guidelines pertaining to solar energy

systems can be found in their entirety for registered members on the CCH web site at [www.crowcanyonheights.com](http://www.crowcanyonheights.com) > click "Members" > click "Solar Panel Installation". For non registered individuals please contact [architectural@hoaservices.net](mailto:architectural@hoaservices.net) and request a copy of the policy for solar energy systems. **Any and all activity involving solar panels within Crow Canyon Heights requires an application to be submitted and approved before any work is performed.**

In order to help clarify homeowner responsibility with regard to maintenance and repair of their residence, the association provides the following excerpt from the CC&Rs Article VI.

## **Section 6.1 Association's Maintenance Responsibilities**

*(a) Common Area. The Association shall maintain everything it is obligated to maintain in a clean, sanitary and attractive condition reasonably consistent with the level and frequency reflected in the current adopted budget provided, however, that such maintenance shall conform to the maintenance standards set forth in the Governing Documents or required by any law or ordinance.*

*The Association shall manage, maintain and repair the Common Area and Improvements thereon, including storm drains, sanitary sewers and driveways, streets, street lights, sidewalks (excluding sidewalks installed by homeowner, and sidewalks inside the gate location for 2 story homes) and service walks, ornamental subdivision perimeter fencing and walls, signing and mailboxes lying with the Common Area. The swimming pool, cabana building, trellis, decking and landscaping in the Common Area recreation area. The Association is not responsible for maintenance and repair of television cable located in the Common Area and/or antenna systems which service individual Lots.*

*The Association maintenance responsibility includes maintenance of the landscaping installed within the public right of way of El Capitan Drive and Crow Canyon Road, the streets which border Subdivisions 5600 and 5601 as shown in the Map.*

*(b) Lots and Residences. The Association's maintenance responsibility for individual Lots and Residences is strictly limited to the following:*

*(i) Painting, maintaining, repairing, and replacing Residence exterior siding, trim, and stucco (excluding windows, doors, and any glass surfaces);*

*(ii) Maintaining, repairing, and replacing roof coverings down to the roof sheathing panels (excluding attics, insulation, rafters, and beams), gutters and downspouts; and*

*(iii) Maintaining, repairing, and replacing fences between the rear patios of Lots.*

**Section 6.2. Owners' Maintenance Responsibility.** *Owners shall maintain all components within their Lot unless responsibility for maintenance, repair or replacement of a particular component is specifically delegated to the Association by this Declaration or the Association Rules. Every Owner*

*must perform promptly all maintenance and repair work within such Owner's Lot that, if omitted, would affect the Common Area or another Lot, and shall be expressly responsible for any and all damages and liabilities that his failure to do so may engender.*

**PLEASE SEE CC&RS, SECTION VI FOR A COMPLETE EXPLANATION AND DESCRIPTION.**

## **POOL RULES AND REGULATIONS**

***The Crow Canyon Heights pool opens on (or near) Memorial Day and closes in mid-October.  
Pool Hours are 8:00 a.m. to 10:00 p.m.***

To maintain and keep the pool and surrounding area at high standards, the following regulations must be adhered to so that all may benefit.

***USE OF THE POOL BY GUESTS IS INCLUDED WHEN RENTING THE CABAÑA CLUBHOUSE AND IS AVAILABLE FOR ALL RESIDENTS ON A FIRST COME-FIRST SERVED BASIS. Rental of the Cabana does not preclude other residents from use of the pool during the period in which the Cabana is rented.***

The resident is responsible for the CONDUCT & BEHAVIOR of their guests at all times.

Children under age 14 are to be accompanied by a responsible adult. There have been instances when children have gained unauthorized and unsupervised entry into the pool area by climbing the fence/gate or with a gate key. This is a very real hazard for unsupervised youngsters, and a legal violation. The appropriate authorities and/or police will be called when this happens.

### **THERE IS NO LIFEGUARD ON DUTY.**

1. Guests must always be accompanied by an authorized resident.
2. Persons under the age of 14 MUST be accompanied by an adult (California State Law). Residents aged 14-18 are LIMITED TO TWO (2) GUESTS AT ANY ONE TIME.
3. Before entering the pool, shower off all lotions and oils.
4. NO CUTOFFS are allowed in the pool. LONG HAIR must be tied back or tucked inside a swim cap.
5. No metal objects (e.g., hairpins) are allowed in the pool.

6. Food in the pool area is limited to dry snacks, sandwiches, and beverages in non-breakable containers. All litter must be removed and placed in the trash cans near the restrooms or taken home.
7. **NO GLASS OF ANY KIND** is allowed inside the pool area.
8. NO ANIMALS are allowed in the pool area, ***except for those allowed by law to accommodate a disability.*** (Health Department Law).
9. Running, dunking and rough play is prohibited at all times.
10. Sound carries. Be courteous to neighbors - adjust the volume of radios and tape players accordingly.
11. Janitorial service is not provided in the pool area or for the Cabana. Diapers, cans, papers, food and trash are to be placed in the trash cans near the restrooms or taken home.
12. Chairs and tables are to be replaced when leaving.
13. Gates are to be kept locked at all times.
14. No rafts, balls or inflated toys or water guns are allowed if they interfere with the safety and/or enjoyment of other guests.
15. Skateboards, roller skates, roller blades and scooters are not permitted inside the pool area.
16. No children in diapers are allowed in pool.
17. For health reasons, any person having an apparent skin disease or possible communicable disease shall not use the pool.
18. Intoxication, lewd or rude behavior will not be tolerated. The police will be called if necessary to correct a problem.
19. The Crow Canyon Heights swimming pool is for residents and their guests only. No private swimming lessons for anyone other than residents of Crow Canyon Heights.

The Association reserves the right to refuse  
pool use to anyone at anytime who does not  
comply with the above listed Pool Rules.

## TRAFFIC SAFETY AND PARKING RULES AND REGULATIONS

In order to maintain and protect the appearance and quality of the Crow Canyon Heights Community environment, the following regulations and procedures have been approved by the Board of Directors.

**Crow Canyon Heights Speed Limit: 15 MPH**  
**All vehicles must obey all signs.**

Parking rules enforcement is provided by resident volunteers.

While any homeowner can email or call in a complaint to the management company about a parking violation, volunteers help enforce the parking code.

The procedure for enforcing parking violations is as follows:

1. The Management Company (HAS) will send a letter asking that the violation be corrected or to show cause for said violation (e.g., new owner has 90 days when first moving in to get the garage in order to house two vehicles). Owner may be requested to appear at a private, Executive Session Board meeting to show cause if any, or to explain their plan to come into full compliance with the parking regulations.
2. If violation continues, the vehicle will be ticketed and Level 1 fines will begin at the rate of \$50.00 per occurrence. Subsequent violations for the same homeowner address will incur a fine per the Fine Schedule determined and approved by the Board. The escalation of fine dollar amounts is tied to a homeowner address and not necessarily to a specific vehicle. Multiple offenses with different vehicles for the same address will be treated accordingly as repeat violations with escalation of fines, up to and including towing.
3. **If violations remain unresolved after notice has been served, more aggressive enforcement, within current, applicable Civil Code and CCH guidelines, may be performed, up to and including vehicle towing from GUEST PARKING places or from DRIVEWAYS.**

### Parking Regulations

The Crow Canyon Heights Parking Policy:

1. **GUEST PARKING:** Resident parking is not allowed in Guest Parking except on a temporary basis, and never overnight. Homeowners are expected to honor and self monitor this guideline to control this requirement.

Overnight guests may park in Guest Parking for a maximum of three nights in one calendar month with an appropriate, current, approved and filled in parking permit displayed, and visible from outside the vehicle. The Homeowner can obtain an Overnight Temporary Visitor's Parking Pass available on the CCH HOA website, or by requesting a copy from Homeowner Association Services (HAS). The completed form must be placed inside the

vehicle on the driver's side of the dashboard or rear window so that the information can be read from outside the vehicle. An approved temporary parking pass **IS VALID FOR ONE NIGHT AND ONLY ONE NIGHT.**

If a Homeowner wants an exception to this policy they should contact Homeowner Association Services (HAS), in writing or email HAS at [dschwartz@hoaservices.net](mailto:dschwartz@hoaservices.net), provide the reason for the request, and the specific dates covered by the request. The request will be submitted to the Board for consideration and approval, and the Homeowner will receive a written response from Homeowner Association Services (HAS).

2. **DRIVEWAY PARKING:** Rules regarding driveway parking are modified as of June 1, 2021 as explained here. CCH residents appreciate and desire an orderly, clean appearance in the community. All garages can be organized to accept two vehicles, and the Association encourages all resident owned vehicles be parked in their garage with the garage door closed, except for ingress and egress, and for normal, daily activities. June 2021 rules modification provides for the following:

- A. Allow homeowners to apply for an annual permit to park one (1) vehicle in the driveway with an approved permit. The permit will cost \$100 annually.
- B. An approved driveway parking permit for one vehicle will require that at least one vehicle be parked inside the garage in **every** case.
- C. For homes with one (1) vehicle associated with the home, no driveway parking will be approved based on CC&R rule: "Garages shall be used for vehicle parking only, and shall not be used for repair of vehicles or converted for living, business, or recreational activities."
- D. Homes with two (2) vehicles and 2 licensed drivers may apply for one (1) permit. If there are 2 cars associated with the home then one vehicle must be parked inside the garage.
- E. Homes with three (3) and four (4) vehicles can continue to apply and be approved for the driveway parking permit(s) under the pre-existing CCH Parking Rules and Regulations described below.
- F. The fee for an approved driveway parking permit will remain at \$100 for applications made during January through September (no prorating), and if approved will apply to that same calendar year. For applications received and approved during October through December, the annual fee will cover that fourth calendar quarter period plus the following calendar year.
- G. Once a permit is issued the homeowner must pay the annual fee and decide which specific vehicle will be parked in the driveway and apply the parking permit to the front lower left windshield.

### **Homes with Multiple Licensed drivers**

If there are more than two drivers occupying a residence and the garage is occupied by two **registered** vehicles, the Homeowner/Tenant may request approval of up to two more **registered** vehicles and associated licensed drivers to be parked in the driveway. To obtain this approval the Homeowner/Tenant must submit:

- A) Completed Application for Driveway Parking Permit.



B) Photocopies of the current registrations for all of the vehicles associated with the residence, no matter if they will be parked inside the garage or in the driveway.

C) Photocopies for **ALL** the licensed drivers living at the residence.

**All documents must bear the address of the residence in Crow Canyon Heights**

The Board will consider issuing Driveway Parking Permits. However, the Board cannot vary from the type of vehicle prohibited in the CC&Rs and covered by applicable local ordinance and CA regulations.

Upon approval, the Management Company will issue Driveway Parking Permit(s). Any vehicle parked in the driveway must be in compliance with the restrictions placed on allowable vehicles by the Crow Canyon Heights Homeowners Association CC&Rs and Parking rules.

If a Homeowner wants a temporary permit to park in the driveway because of the need to use the garage for temporary storage or other reason, a written request should be made to the Management Company at [dschwartz@hoaservices.net](mailto:dschwartz@hoaservices.net)

This request will be presented to the Board and the Board's decision will be forwarded to the Homeowner in writing.

**AT NO TIME CAN A VEHICLE APPROVED FOR DRIVEWAY PARKING BE PARKED OVERNIGHT IN THE VISITORS/GUEST PARKING AREA.**

3. All recreational vehicles, boats, trailers, trucks (except as provided for in CA law) and vans are prohibited from parking in the development, except on a temporary basis not to exceed 24 accumulated hours per month.
4. Parking on streets is prohibited at all times, except for attended loading and unloading.
5. New residents shall have a 90 day grace period to comply with the garage organization requirements and driveway parking restrictions. New tenants in rented homes may be extended a similar 90 grace period, provided that the homeowner has complied with all rental requirements, including providing a copy of the current tenant lease, has no outstanding violations, fines, or penalties, and is current on all dues and assessment payments.

Any exception to this parking policy must be approved by the Board of Directors in writing. Previously approved exceptions must be submitted by the homeowner/tenant to the Board of Directors for review on an annual basis.

**Citations will be issued for violation of any of the above parking regulations as adopted by the Board of Directors.**

Receipt of a citation requires the appearance of the PROPERTY OWNER of the property associated with the violation at an Executive Session Board meeting, date to be determined by letter, for a hearing to show cause why the imposed fine should be waived. Insufficient cause or failure to appear can result in fine of \$50.00 for first occurrence. Subsequent violations for the same homeowner address will incur fines per the approved Fine Schedule, and/or other fines as determined by the Board of Directors. See Page 24 of these Rules & Regulations for the CCH Fine & Penalty Schedule 2020. (Adopted March 2019)

Excerpts from the CC&Rs:

1. Article XII, Section 12.5 Failure Not a Waiver

*The failure of any Owner, the Board of Directors, the Association or its officers or agents to enforce any of the covenants, conditions, restrictions, limitations, reservations, grants or easements, rights, rights-of-way, liens, charges or equitable servitudes contained in this Declaration and/or the Association's Governing Documents shall not constitute a waiver of the right to enforce the same thereafter, nor shall such failure result in or impose any liability upon the Association or the Board, or any of its officers or agents.*

2. Article III, Section 3.7. Parking and Vehicle Restriction

*(a) No commercial vehicles or boats, trailers, recreational vehicles or campers may be parked or stored anywhere in the Development, unless temporarily for no longer than twenty-four (24) hours per month for the purpose of loading and unloading, and then only subject to any Association Rules regarding temporary parking. The Board may adopt Association Rules defining what constitutes a commercial vehicle, a boat, trailer, recreational vehicle, or camper.*

*(b) All driveways shall be maintained in a neat and orderly condition. Garages shall be used for vehicle parking only, and shall not be used for repair of vehicles or converted for living, business, or recreational activities. Each Owner, resident, or tenant shall keep his enclosed garage in a neat and orderly condition. The garage door is to remain closed except during ingress or egress by vehicles. Residents shall not park in any parking space designated for "guest parking".*

*(c) Other than the replacement of a flat tire or dead battery, no motor vehicle shall be constructed, reconstructed or repaired within the driveways, and no dilapidated or inoperable vehicle, including vehicles without wheel(s) or an engine, or abandoned vehicles shall be stored on the Common Area, streets or on a Lot in a manner visible by a person six (6) feet in height standing at ground level on the Common Area or another Lot. No unreasonably noisy, smoky, or off-road vehicles shall be operated within the Development. As used in this Subsection, an "inoperable vehicle" shall include any vehicle not bearing current vehicle registration, not currently capable of driving, lacking a windshield or other windows, or lacking functioning tires or an engine.*

*(e) No moped, motorcycle or other vehicle may be parked on a sidewalk, grass, or other area not otherwise designated for parking of vehicles.*

*(f) In addition to the provisions of this Section, the Board shall have the power and authority to adopt, promulgate, and enforce additional Association Rules regarding vehicles and parking. Vehicles parked in violation of this Declaration or the Association's Rules may be towed away without prior notice to the vehicle Owner and at the vehicle Owner's expense, provided that the Association complies with California Vehicle Code Section 22658, et seq. or any superseding statute. Costs incurred by the Association regarding parking, towing, and vehicle storage shall be levied against the Owner as a Special Individual Assessment, including costs incurred regarding Owner's Family, tenants, lessees, guests, vendors, contractors, etc.*

## ANIMAL CONTROL RULES

EXCEPT FOR HOUSEHOLD PETS, NO ANIMALS, BIRDS OR FOWL MAY BE KEPT ON THE PROPERTIES OF CROW CANYON HEIGHTS.

IN RESPECT FOR THE COMMUNITY, THE FOLLOWING RULES MUST BE OBSERVED:

1. No more than two dogs and not more than three cats over six months of age may be kept beyond 30 days in a single dwelling.
2. All dogs outside an individual home or patio must be on a leash and controlled at all times.
3. Residents and their guests are required to pick up after their pet(s). Residents are expected to have a scooper and/or means of disposal when walking your pet. ***Please take any pet droppings to your residence for disposal in your own refuse containers, and do not toss or leave in the common area or pool area.***
4. Complaints of dog barking, whining or crying will be discussed with the homeowner involved. Repeated complaints are subject to a Board hearing and possible fine.
5. Homeowners/residents with outdoor cats are encouraged to contain their cats to their own home or patio area.
6. Homeowners/residents with pets that are generally kept in the rear yard patio during much of the day/night are expected to keep their yards free of offensive odors at all times. Complaints will be discussed with the homeowner/residents concerned. Repeated complaints will be subject to a Board hearing and possible fine.

***BE A GOOD NEIGHBOR AND FOLLOW THE RULES  
PERTAINING TO YOUR PETS - THANK YOU!***

***PLEASE HELP ENFORCE THESE HEALTH AND SAFETY REGULATIONS.***

## MISCELLANEOUS RULES

1. SMOKING IS PROHIBITED at all locations within the Crow Canyon Heights community. The Town of Danville implemented regulations as of May 1, 2016 to prohibit smoking of all tobacco products, electronic cigarettes, marijuana, lighted pipes, and hookah pipes in all CCH residences, patios, pool area, decks, garages, and within 25 feet of all doors, windows, air ducts, and ventilation systems. Fines can and will be assessed for reported violations.
2. Any noxious or offensive activity, which creates a nuisance or disturbance to residents, is prohibited.
3. All garbage and trash must be kept in covered containers in garages, inside the back patio area, or in the front enclosed storage areas. Trash containers must be returned to storage areas the same day as trash pick-up. No trash is to be placed outside for pick-up for more than 24 hours in advance of scheduled pick up.
4. If any willful or negligent act by an owner, his/her family, guests, or renters which results in damage or defacing to the exterior of a building, fencing, landscaping, or any part of the common area, the cost of repairs shall be added to and become a part of the homeowner's assessment.
5. Storage of materials or articles outside fences or on ANY common area ground is prohibited. Charges for removal by the Homeowners Association will be billed to the homeowner. All driveways are common area and to be kept clear and orderly.
6. No one is to be on any roof in Crow Canyon Heights without the expressed permission of Management. This includes being on the roof to secure Holiday decorations of any kind.
7. Stains caused to the common area, including driveways, by resident's actions will be the responsibility of the homeowner to clean and remove. If not removed, a letter for corrective action will be issued. If not complied with by a date in the letter, usually within 30 days, stains will be removed at the homeowner's expense. Oil pans, cardboard or other measures against such stains are not permitted.
8. No contractor or other advertising signs can be displayed on any lot, common area, or residence. The only signs allowed are one "For Rent" or one "For Sale," which must be approved by the Architecture committee as to size and placement.

## **CLUBHOUSE RENTAL RULES AND REGULATIONS**

1. The Cabaña Clubhouse is to be treated with the same care and respect you would give to your own home.
2. All civil laws and regulations apply. All renters will abide by all Crow Canyon Heights Homeowners Association governing documents and Rules and Regulations including meetings held related to CA SB 451.
3. No loud music systems are permitted. All music must be turned down so it is not audible from outside after 9:30 p.m.
4. Upon leaving, all furniture must be returned to its original position; lights, stove, heater, ceiling fan or air conditioning must be turned off, and all doors and windows must be locked.
5. The entire facility, including restrooms, must be left as clean as when you found them. Garbage is to be removed to the trashcans near the restrooms or to your home, and the plastic bag in the kitchen wastebasket replaced. Cleaning supplies are not provided; you should provide and or replace supplies as needed.
6. The clubhouse will be inspected after rental. If it is in the same condition as when rented, the cleaning deposit will be refunded.
7. Damage to any portion of the clubhouse, grounds or common areas caused by the renter or their guests will be the responsibility of the homeowner/renter.
8. Any use of the clubhouse for other than resident non-profit activities will require the specific approval of the Board of Directors.

**FEES:** Rental is \$80.00 per day, except as required under CA SB 451, and a \$200.00 cleaning/security deposit, which is refundable if the clubhouse is left in the same condition as it was when rented. This includes stove, microwave oven, refrigerator, furniture and floor.

**NOTE:** A minimum of 14 days lead-time is recommended when reserving the clubhouse for rental. Resident commitments for rental takes scheduling precedence over rental under SB 451 requirements. Please contact Homeowner Association Services (HAS) at 925-830-4848 Ext121 for availability of the clubhouse facilities before sending out invitations.

**For Clubhouse rental information and rental forms, please call  
Homeowner Association Services (HAS)  
at (925) 925-830-4848 Ext121**

## **DELINQUENT ASSESSMENT POLICY**

1. Regular assessments are due, in advance, on the first (1st) day of each month and delinquent if not received, in full, by the Association within fourteen (14) days after the due date thereof (received by the 15<sup>th</sup> of the month). Special Assessments, Reimbursement Assessments and Special Individual Assessments are due on the date(s) specified upon imposition and each installment thereof shall be delinquent if not received by the Association within fifteen (15) days after it is due. A late charge of ten dollars (\$10) administration cost shall be due on any such delinquent assessment.
2. Interest shall be due on all such amounts, once due and unpaid for by the due date, at the rate of twelve percent (12%) per annum.
3. If any portion of any such assessment, late charge, interest or cost of collection remains unpaid sixty (60) days after the original due date thereof, a "Letter of Intent" to file a Notice of Delinquent Assessment ("Lien") will be prepared and sent to the owner(s) of record. Please be advised that the Association has the right to collect all reasonable costs of collection.
4. All such amounts, and all other assessments and related charges thereafter due to the Association until all such amounts are paid, must be paid in full and the Association shall not be required to accept any partial or installment payments from the date of the initiation of an action to enforce the payment of delinquent amounts to the time that all such amounts are paid in full.
5. If all such amounts have not been received ninety (90) days after the original due date thereof, a Lien will be prepared and recorded on the delinquent property and the owner(s) thereof, and all resulting collection fees and costs will be added to the total delinquent amount.
6. If all such amounts have not been received in full, within thirty (30) days after the recordation of such Lien, the Association may, without further advance notice, proceed to take any and all additional enforcement remedies as the Association deems appropriate, in its sole discretion and within current applicable laws, including, without limitation, non-judicial foreclosure of such Lien, judicial foreclosure, or suit for money damages, all at the expense of the property owner(s).
7. All payments received by the Association, regardless of the amount paid, will be directed to the oldest assessment balances first, until such time all assessment balances are paid, and then to late charges, interest and costs of collection unless otherwise specified by written agreement.
8. The Association shall charge a "returned check charge" of ten dollars (\$10.00) for all checks returned as "non-negotiable," "insufficient funds" or any other reason.
9. All above-referenced notices will be mailed to the record owner(s) at the last mailing address provided in writing to the Association by such owner(s).

10. The mailing address for overnight payment of assessments is the same as that for routine assessment payments unless otherwise noted.

11. The Board of Directors of the Association may revise this policy, either generally or on a case-by-case basis, if it finds good cause to do so.

*Adopted by the Board of Directors January 2022*

**Crow Canyon Heights Violation Fine and Penalty Schedule 2020**

<b>VIOLATION</b>	<b>1st Offense</b>	<b>2nd Offense</b>	<b>3rd Offense</b>	<b>Comments/Subsequent Actions</b>
<b>LEVEL 1 VIOLATIONS</b>	<b>\$50</b>	<b>\$100</b>	<b>\$150</b>	
<b>Violations of HOA Rules &amp; Regulations</b>				
Pet off leash, not in owners control, aggressive toward residents	x	x	x	after 3 violations animal control is called and pet is removed
Feeding wild animals	x	x	x	
Parking violations	x	x	x	3 violations within 90 days car is ticketed with 96 hour tow notice, plus daily fines
Noise nuisance	x	x	x	after 3 violations refer to local police
Pool rules violations	x	x	x	after 3 violations pool keys and access are removed, rights suspended until all fines paid in full
Trash cans not properly stowed within 24 hours	x	x	x	1st offense is failure to comply after being sent written notice; 2nd and 3rd offense same definition
<b>LEVEL 2 VIOLATIONS</b>	<b>\$100</b>	<b>\$200</b>	<b>\$300</b>	
<b>Violations of HOA Rules &amp; Regulations</b>				
Speeding violation	x	x	x	after 3rd occurrence refer to local police
Illegal dumping of refuse, trash, lawn and tree debris	x	x	x	fines are per occurrence AND issue is rectified at owners expense
Landscape violation	x	x	x	rectify issue at owners expense
Architecture violations	x	x	x	rectify issue at owners expense
Common area encroachment	x	x	x	rectify issue at owners expense
<b>LEVEL 3 VIOLATIONS</b>	<b>\$200</b>	<b>\$400</b>	<b>\$600</b>	
<b>Violations of HOA Rules &amp; Regulation and/or Town of Danville Ordinances</b>				
Smoking on CCH property	x	x	x	Town of Danville notified for violation of Town ordinance.
Short-term leases Air BNB, VRBO, Craig's list, etc.	X	X	X	fines are per day for 1st, 2nd and 3rd violations - main gate access deactivated; Town of Danville notified for violation of Ordinance.
Failure to provide copy of lease to CIMS; Failure to provide completed, signed Rental Unit Information Form	x	x	x	1st offense is failure to comply after being sent written notice; 2nd and 3rd offense same definition after 1st/one notice.
Other lease less than 6 months in duration	X	X	X	after 3 violations access cards, stickers and clickers subject to deactivation
Late Dues Payment	<b>\$10</b>	N/A	N/A	unpaid fines can lead to hearings, refer to third party collection agency, lien on property
<b>All unpaid fines/penalties result in the owner/resident immediate loss of pool and cabana privileges, loss of voting rights regarding HOA business, potential suspension of main gate access devices and codes.</b>				



