



Crown Pointe
Community Association
Homeowners' Welcome Packet



Crown Pointe Homeowners Association
Long Beach, California 90807

Dear new neighbor,

On behalf of the HOA Board of Directors, we would like to welcome you to Crown Pointe. We hope that you find living here to be a positive and enjoyable experience. The community would like to extend an invitation to you to attend our monthly meetings on the 4th Tuesday of the month (the date occasionally changes due to work conflicts or vacations), our social gatherings, and community events. We value you as an HOA member and want to make sure you are informed about your homeowner's association. We have attached some important documents and information that you will want to become familiar with.

It is extremely helpful if you would provide your contact information (name, phone, and email address) and vehicle information so we can provide you with important notices and emergency announcements. Your vehicle information is necessary so we can assure your vehicle is not ticketed during the two week grace period for parking; and, so we can provide you with a parking permit for your guests for a limited time. Please review the parking rules in your packet to avoid being ticketed by our security company (CSI).

Also, be sure to review the rules before making any architectural changes on your home. The Management Company, in concert with the Landscape/Architectural Committee (LAC) must be contacted for approval prior to any exterior home improvements or construction projects are started. A form is included in your packet.

Trash Pickup and recycling collection is on Monday. The city provides one wheeled cart for trash and one for recycling. These should be placed on the street or in the alley depending on your address no earlier than 5 pm the day before and should be removed as soon as possible after collections.

Because our HOA feels strongly that communication is important, newsletters are emailed and mailed to residents several times throughout the year to keep residents informed and up to date on news and activities. We also have a website available www.crownpointehoa.com where you can find forms and information on the CP community. We have also provided you with important numbers you may need, such as utilities, trash pickup, or cable service as you set up your household. If you have any questions, regarding our community, please contact Bali Management, Debbie Schneider at (310) 294-5370 x108, or email at Debbie.Schneider@balimgmt.com.

As an HOA member, you do not have to own your home to participate in your homeowner's association community. Volunteering for one of our committees or other service to our association is welcome.

Thank you for taking time to read this letter and we hope you have found it helpful. Again, congratulations on your new home and welcome to our Crown Pointe community. We look forward to meeting you and having you as an HOA member.



Sincerely,

HOA Board of Directors

CROWN POINTE COMMUNITY ASSOCIATION, INC.
INFORMATION SHEET
2023/2024

Association Management:

Bali Management Group, Inc.
385 Van Ness Avenue #105
Torrance, CA 90501

Community Manager: Debbie Schneider

Phone: 310-294-5370 x108

Debbie.Schneider@balimgmt.com

Accounts Receivable: Lynn Meitner

Phone: 310-294-5370 x105

Lynn.Meitner@balimgmt.com

Members of the Board of Directors:

President	-	Marcy Hogan-McCullough
Vice President	-	Audria Quillian
Treasurer	-	Rob Staniford
Secretary	-	Bonnie Tann

HOA Board Meetings – 3rd Thursday of each month at 6:00 p.m.

Committees: Volunteers are always welcome on these committees!

Landscape/Architectural

Linda Perry, Brenda Hanes, William Chu

Social Committee

Cheryl Jones

Awareness Task Force

Audria Quillian, William Perry, Marcy Hogan-McCullough, Justin Potier,

Things you should know:

- 1) To get your name on the call box, fill out the enclosed form or e-mail Debbie at Bali Management. Once you are on the call box and your guest calls you from the box, press 9 on your phone to open the gate
- 2) To get gate openers, call Byers & Butler Gate at 562-437-5353
- 3) To get a key for the walk in gates call Debbie at Bali Management
- 4) The gate code to get into the community is #2272. Please do not give out the gate code to any nonresident.

Bulletin Board at each gate entrance:

Edith Way's gate location is on the backside of the guard shack

Terrylynn's gate location is inside the gate by the mailboxes

These bulletin boards will have information from the community and the Board meeting agendas

Association's Website:

Crownpointehoa.com

Crown Point
Utility Companies

Trash Service & Bulky Item Pickup

City of Long Beach

<http://www.longbeach.gov/utilityservices>

Monday is Trash Pick up Day

Water Service

City of Long Beach 562-570-5700

Electric

Southern California Edison 800-655-4555

Gas

Long Beach Gas Utility 562-570-2100

Crown Pointe Community Association

Gate Directory Form

Homeowner/Tenant: Please Print

1- Last Name: _____

First Name: _____

Address: _____

Phone #: _____

2- Last Name: _____

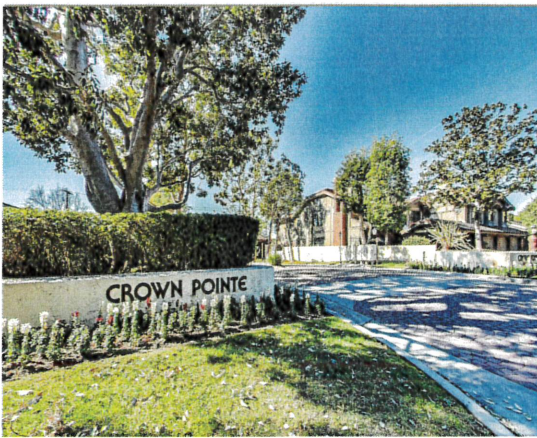
First Name: _____

Address: _____

Phone#: _____

Crown Pointe

focus



Message from Outgoing Crown Pointe President

I have led the team that visualized and created the Crown Pointe Newsletter. When preparing the past Board Messages in our newsletter, I would always bid farewell to Board members. However, I was asked to do my bidding this time. After 3 years, I concluded my formal tenure as Board President in August due to expanded personal & professional endeavors. The amount of time required to volunteer may be underestimated, especially with an active Board like CP that communicates weekly with each other and Bali to monitor, guide, innovate, and address business matters (e.g. contracts, construction, legal & CCRs, a 1970's infrastructure, security, landscaping, the gamut!)— no small feat given competing priorities in our daily lives. Decisions often require extensive communication (and friendly debate) to tease out the “gray areas”. We all call Crown Pointe & Bixby Knolls our home and strive to make decisions that are in the best interest of the overall community. I will not recount the host of matters that evolved in the last 3 years, but I do want to thank you for your support and kinship. My thanks and applause to the seated board I've worked with over the years, and to past members Billie, Phil, and Frank who were just as dedicated and insightful. I thank a few special neighbors (you know who you are) who also lent expertise and historical knowledge when we faced some extraordinary hurdles. I believe periodic changes in leadership are essential to innovation and incorporate new perspectives and so I'd implore any of you (new neighbors, too) to consider serving at least one term. I anticipate continuing as a supporting cast member on our committees. I'm still a text, email, chat, or 😊 a “walk” away. You all are really the cool kids of CP/BK, and I'm happy 😊 to be here. - Yolie ❤️



*Thank you (you know who you are)
for your contributions to our
community!*

Landscape/Architectural Committee (LAC)

We take this opportunity to wish our fellow Crown Pointe residents a belated yet happy 2023. We pause to consider the blessings. We begin by thanking homeowners who have made known their appreciation of the renewed and refreshed landscape throughout Crown Pointe. The renewals include introducing further drought-friendly plants and appropriate irrigation (drip system). Most observable is the Edith Way/Country Club Drive entrance. This merely marks the beginning of a strategic plan in the works on the part of the LAC working in collaboration with the HOA Board and our landscape contractor (Brightview). The well-thought-out plan will include enhancing the Terrylynn gate entrance landscape area and key HOA landscape throughout Crown Pointe.

Due to the unusual rainfall this past season, the community's trees, shrubs, etc., have shown their gratitude by producing abundant new growth. Many of our mature trees have expanded their branches, and the weight of these branches has required unscheduled trimming; attention is being given to such trees to help ensure their safety and that of surrounding areas.

As the Landscape/Architecture Committee (LAC) may focus on appropriate plants for larger landscape areas, you may ask, “What flowers can I plant during the remainder of this warmer period?” Please consider sprucing up your courtyard beds with plants such as Coleus, Periwinkle, Petunia, etc. are wonderful choices for seasonal planting. Also, please consider giving our drought-tolerant species a try. With the notion of self-planting, **please** be reminded that homeowners are **not permitted** to plant in the common area (HOA Landscape Maintenance Area – that portion of a Lot for which the Association has responsibility). Nor are homeowners permitted to groom (cut, trim, etc.) these plantings by the HOA. If you have questions regarding the planting and/or care of HOA landscape areas, please contact Debbie Schneider (Bali Property Manager – Bali Management Group, Inc. (310) 294-5370 extension 108).

We close with a warm welcome to our newest Landscape/Architecture Committee (LAC) member – Brenda Kay Hanes, who without hesitation accepted this volunteer position. Brenda “hit the ground running” and has been actively involved in helping to fulfill the duties of the LAC. Thank you, Brenda, for your community spirit and volunteer efforts.

Crown Pointe Landscape and Architecture Committee Members – Linda Perry, Brenda Haynes, William Chu

Happy Fall !



The Crown Pointe Block Party Is Almost Here !!

September 23, (2-5 pm)

Are you ready for tacos, ice cream, lemonade, line-dancing, badminton, a bounce house, a basketball shoot-off, a cake-walk, a silent auction, and enjoying time with friends, family and neighbors?

Well, the Social Committee is ready for you! It looks like practically the entire Crown Pointe family is coming! How exciting is that!!

Please RSVP by September 15th (Cheryl Jones 562.537.3602)

We are excited to see everyone !!



Crown Pointe Social Committee Members - Cheryl Jones, Justin Potier, Yolie Pina, Sue Danielson, Brenda Khanes, Bonnie Tann, Audria Quillian, Marcy McCullough, Carina Slepian, Linda Perry; all are welcome to join!

Crown Pointe Awareness Task Force (CPATF)

Get ready to "duck, cover, and hold" with other Californians as CPATF and the CP community take part again in the *California Shake Out* on October 19, 2023 at 10:15 a.m.

All residents are encouraged to get under a stable surface like a table and participate as we practice earthquake preparedness. It is also a good time to make sure your emergency preparedness kits and emergency contact information is updated.

For more information and resources on how to stay safe and prepare yourself for an emergency, please visit our CPATF table at the Block Party on September 23. Please stop by and say "hello" and sign up for our emails to get the latest incident reports and emergency preparedness information.

The committee is also looking into individual and group CPR/AED training for Crown Pointe community residents. If you are interested in more information, please contact CPATF2019@gmail.com.

In July and August, two incidents of interest were reported in Crown Pointe. In the first incident several car windows were smashed on Country Club Drive (a few of our homeowners were affected). In the second incident, a power washer was stolen from a homeowner's balcony on Marion Way. Thank you, CP homeowners for reporting these incidents. Be a part of our Community Watch, and remember if you "see something, say something". Let's continue to keep our community safe.

Crown Pointe CPATF Members - Audria Quillian, Marcy McCullough, Justin Potier, William Perry

2023-2024 HOA Board

- * Marchette Hogan-McCullough, President
- * Audria Quillian, Vice-President
- * Robert Staniford, Treasurer
- * Bonnie Tann, Secretary



Autumn skies and pumpkin pies...

Want to Volunteer or Have Newsletter Suggestions?

Drop us a line at crownpointenews@aol.com

Vendor/Contractor Referrals

Need a referral for services from your neighbor or have a recommendation to share? Email our CP neighbor, carinaslepian@gmail.com, for a list of home service referrals. *These are recommendations from neighbors and not associated with BMG/Board.*

Questions and Comments

For Crown Pointe community questions and comments, please contact our Property Manager **Bali Management Group, Debbie Schneider** debbie.schneider@balimgmt.com 310-294-5370 x108

CROWN POINTE COMMUNITY ASSOCIATION

c/o Bali Management Group
385 Van Ness Avenue, Suite #105, Torrance, CA 90501
Tel: 310.294-5370 Fax: 310.294-5389

To: New Residents

Re: Parking

Dear New Resident:

New residents are allowed to park on the street overnight for two (2) weeks after move in, if needed. We understand that you may need your garage space for boxes, furniture, etc. while you move in!

As a temporary measure, you can use your "Visitor Pass/Permit" for your own vehicle.

For the Board of Directors,

Debbie Schneider
Bali Management

**CROWN POINTE COMMUNITY ASSOCIATION
RULES AND REGULATIONS DIRECTORY
June 2015**

These Rules and Regulations supersede any other Rules and Regulations, memos, letters, policies or procedures previously published by the Homeowners Association and/or received by any homeowner.

PREAMBLE

These rules and regulations are presented to help insure that Crown Point is a pleasant and friendly place to live and that we are able to maintain our property values. These policies complement and are in accordance with the Declaration of Covenants, Conditions and Restrictions, hereafter referred to as CC&Rs. It is the responsibility of every homeowner to read, understand, and follow these rules and regulations. You are responsible for insuring that your residents and visitors follow these rules and regulations. Your cooperation and understanding appreciated.

GOVERNING DOCUMENTS

Each property owner has received a copy of the Articles of Incorporation. The CC&Rs along with the Rules and Regulations, periodically approved and distributed by the Board of Directors of the Association, are our governing documents. Please become familiar with these publications. In order to maintain a responsible and successful community, the provisions in these governing documents must be followed. They insure the enjoyment of our community and the continuing appreciation of our individual investment.

It is incumbent upon every resident to help identify violations of our rules and to call it to the attention of the management company.

RESIDENTS are defined as either the owners or renters residing within the complex.

RENTERS are subject to all of the same rules and regulations as are the homeowners, with the owner being responsible.

I. ANIMAL CONTROL

Household pets may be kept for pleasure and not for commercial purposes, provided they do not become a nuisance to other owners or occupants of the property. If and when declared a nuisance by the Board of Directors of the Association, such dog, cat or other household pet shall be forthwith removed from the subject property.

All pets should be kept under direct control and owners are responsible for picking up their pet's excrement.

Raising or keeping of cattle, horses, sheep, rabbits, pigs, hogs, or other animals, poultry birds, reptiles, either in the singular or plural number for pleasure or for commercial gain upon any part of the property is prohibited.

Report barking dogs and stray animals to the following:

City of Long Beach Animal Care Services
7700 E. Spring Street
Long Beach 90815
562-570-7387

II. REFUSE CONTROL

No garbage or rubbish containers shall be placed in a common area, except containers temporarily set out for pick up. Garbage and rubbish containers may be set out no earlier than 5 p.m. the day before pick-up and must be removed by 8 a.m. the day after pick-up.

III. STREETS

Speed limit is 10 miles per hour.

IV. PARKING

Parking in Crown Pointe is an important issue; therefore, the following must be adhered to in order to meet fire department regulations and to insure available spaces for guest parking. It is hoped that resident's and guest's vehicles will be kept off the street as much as possible, making access available for health and safety vehicles.

A. STORAGE OF VEHICLES

No automobiles, scooter, trailer, campers, commercial car, bus, boat, or truck or other vehicle may be repaired on the premises. No trailer, camper, commercial car, bus, pick-up truck or boat shall be stored in or on the premises unless completely enclosed within a closed garage.

B. RESIDENT PARKING

Seven days after move-in, all owner/resident vehicles must be parked in the garage. Parking in alleys is prohibited at all times. Vehicles parked in any alley will be towed and/or fined without warning. Households with more than two vehicles must park outside of common area.

Residents who have a sufficient driveway space may park in their driveway provided the vehicles are parked perpendicular to the garage door and are completely clear of the sidewalk.

Parking on, over or across sidewalks, including the sidewalk section of driveways is not allowed at any time.

Parking permits are for overnight (12 a.m.-6 a.m.) parking and for use by guest's vehicles only. Residents/owners are not allowed to use parking permits for their vehicles at any time.

All homeowners are required to complete a form with their currently owned vehicle information such as license plate#, make/model/year, owner and owner address for each vehicle belonging to a homeowner or resident of Crown Pointe. It is the homeowner's responsibility to update this information with the Management Company.

Parking violations by residents/owners will be dealt with as follows: (These are violations per residence.)

1st violation -warning sticker

2nd violation -final warning sticker

3rd violation - \$25 fine

4th violation- \$50 fine

5th violation-\$100 fine

Any further violations will result in a \$100 fine and/or towing

The parking committee will keep a record of violations including date of violation, license number of vehicle, make of vehicle and a description of the violation. The committee will also attempt to keep photographic evidence of violations. However, lack of photographic evidence does not represent grounds for appealing a fine.

Starting with the second violation, as a courtesy, the property management company will send a letter regarding the violations to the responsible homeowner. It is possible for a homeowner to be cited for another violation or to be sent a notice of a fine hearing before the courtesy letter is received.

C. GUEST PARKING

Residents are responsible for their guests' parking. Guests are encouraged to use your garage, if space is available; otherwise, street parking is permitted on a temporary basis.

Overnight guests must display a valid parking permit and be parked in visitor parking spaces denoted by green markings. Guest parking permits must be displayed on the rearview mirror and positioned such that they may be read through the windshield. Residents are allowed one guest-parking permit per unit.

Guest vehicles may not park overnight, inside the gates, for more than a total of fourteen (14) days per calendar year. Each residential unit is issued and allowed one guest parking permit hang tag. Guest vehicles must display a valid guest parking permit hang tag if parking overnight. Guest parking beyond the fourteen (14) day period is permitted only with the written permission of the Board of Directors of the Association.

Parking violations for guest vehicles will be dealt with as follows:

1st violation: Warning sticker

2nd violation: Final warning sticker

3rd violation: Vehicle will be towed and/or responsible homeowner/resident will be fined according to fine schedule for homeowners/residents.

D.) NO PARKING ZONES

There are two "no parking zones" on Crown Pointe property. Any vehicle parked in these zones may be towed without warning. Homeowners are responsible for making sure their guest's honor the "no parking zones". Homeowners/residents may be fined for violations according to the fine schedule in Section B.

No parking zones:

The first "no parking" zone is on Edith Way from Country Club drive to the driveway of 4107/4109 Country Club drive (inside the gates). This zone includes both sides of the street.

The second "no parking" zone is on the north side of Edith Way from the light pole in front of 635 Edith to the tier-light fixture; just east of 647 Edith Way.

E.) SOCIAL EVENT PARKING

If any homeowner is planning an event or party that will require parking for 15-20 vehicles, a one week advance or as soon as possible written notification to Cannon Management is required. The homeowner is required to notify neighbors in writing three (3) days in advance in the form of a flyer/posting in the regular posting area.

If any homeowner is planning an event or party that will require parking over 20 vehicles, they must arrange for parking outside of the Crown Pointe gates. The homeowner is required to notify Cannon Management directly in writing two weeks in advance or as soon as possible. The homeowner is required to notify neighbors in writing three (3) days in advance in the form of a flyer/posting in the regular posting area.

The City of Long Beach noise ordinance as it applies to Loud Parties/Radios.

Section 415 of the California Penal Code states "any person who maliciously and willfully disturbs another person by loud and unreasonable noise," is guilty of a misdemeanor, and could face up to 90 days in the county jail or a \$400 fine. Section 8.80.200 of the LBMC prohibits disturbing noise which extends beyond property lines between the hours of 10 pm and 7 am. CPC 415 (2) LBMC 8.80.200

To report a noise disturbance which requires an immediate Police response, dial 9-1-1.

To report a non-emergency noise disturbance, please call the Police at 435-6711.

V. PROPER CARE OF PROPERTY

No nuisance shall be allowed upon the property or common area nor shall any practice be allowed which is a source of annoyance to residents or which Interferes with the peaceful possession and proper use of the property by its residents.

VI. ARCHITECTURAL

No approval is needed for alterations that are strictly made to the Interior of a Residence and are not visible from the outside.

No replacement, addition, or alteration of a building, structure, fence, drainage facility or other improvements, or of the landscaping, including, but not limited to, flowers, plants, ground cover, bushes, trees, slopes, banks, drainage ways, drainage patterns or irrigation or sprinkler systems may be erected, placed, altered, or removed on any property within Crown Pointe until plans, specifications and plot plans showing the location of such replacement, addition, alteration, or removal have been approved In writing by the Board of Directors of the Association.

No exterior painting a, decorative alteration on the exterior of any building may be commenced until the Board of Directors of the Association has approved In writing the proposed color scheme and design thereof, and the color and quality of materials to be used. The Board of Directors of the Association reserves the right to require that such plans, specifications and plot plans be prepared by an architect, engineer, and/or landscaping architect.

Any change, addition or alteration of house number/address displays must receive written approval from the Board of Directors of the Association.

Any architectural and/or landscaping request must be submitted in writing on the appropriate form, which may be obtained from the Property Management Company.

VII. PAINT COLOR SELECTION GUIDELINES

Written approval from the Board of Directors of the Crown Pointe Homeowner's Association must be obtained before any painting takes place. Any Homeowner who does any painting without written approval will be fined.

An Architectural Request form must be submitted along with a photograph of the unit indicating where each color will be used.

Attached units contained in the same building MAY use different color schemes if the units are offset from each other (example 651 & 653 Edith). Units where there is little or no offset must paint using the same scheme (example 650 & 652 Edith). There are units within Crown Pointe with unique architectural characteristics. Architectural requests for painting are not guaranteed approval even though they contain the approved colors. The Board may use its discretion in deciding if a particular paint scheme is appropriate for a particular home.

Crown Pointe Community Association Approved Paint Colors

The Board would like to remind Homeowners of the approved paint colors for Crown Pointe Community Association. As a reminder, an Architectural Review application must be submitted and approved by the Board of Directors **PRIOR** to any exterior painting. ARC applications are available from the management company.

Stucco: Oatmeal Cookie (Dunn Edwards) or Muslin (Sherwin Williams);
Fascia/Trim/Garage Door: Weathered Brown and Buffalo Herd; and
Wrought Iron: Black, Weathered Brown, Buffalo Herd and Shipyard.

The Board will consider on a case by case basis appropriately submitted application for colors not specified above, but which are in keeping with the approved color pallet and guidelines.

VIII. ANTENNAS & SATELLITE DISHES

Approval of the Board of Directors is required prior to placement of any satellite dish or antennas. Satellite dishes and antennas are allowed, if less than 36" in diameter and should be placed as inconspicuously as possible. Satellite dishes and antennas should be on the back side of the unit and not visible from the street. Wires should be as concealed as much as possible including, but not limited to securing them to the structure and painting them the same color as the structure

IX. LANDSCAPING

The Board of Directors of the Association may periodically inspect each Lot and all Common Area to insure compliance with the provisions of the CC&Rs and the Rules and Regulations. In the event that the Board determines that a violation of any of the provisions exists, the Board will give written notice to the Owner of the condition or violation.

All plant material located within a homeowners property is the homeowners' responsibility. Homeowners may be asked to remove or trim any bushes, trees, or shrubs that become unsightly or detract from the overall appearance.

No planting or alteration will be allowed in the common areas without the written permission of the Board of Directors of the Association.

X. RESPONSIBILITY OF OWNER

The owner is to maintain his/her lot and Residence in a state of excellent condition and repair and to keep the residence and lot in a clean, attractive and healthful condition.

XI. SIGNS AND DISPLAYS

No signs, window signs, notices or displays of any nature or kind shall be shown or displayed on or from the Lots, excepting signs or notices of customary and reasonable dimensions, shape, position, number and taste which state that the premises are "For Rent" or "For Sale" or which are in observance of National or religious holidays. Permissible signs include campaign signs. Signs must be no larger than 9 square feet.

Such displays must be removed in a reasonable time frame at the conclusion of the National or Religious Holiday. No displays may be placed in the common area at any time.

Real estate signs, either "for sale" or "for rent" must be the stake-type and may NOT be the 4X4 post type. A sign is allowed only in front of the residence. Real estate flyer boxes must be affixed to the 4X4 post at the Edith entry gate. Individual, stake-type boxes are not allowed.

XII. GENERAL RESTRICTIONS

No mercantile, manufacturing, mechanical or trading business, business establishment, commercial activity of any nature shall be maintained or conducted in or on any Lot in the Project, nor shall anything be done thereon which may become or be in annoyance or nuisance to the neighborhood.

XIII. DELINQUENCY POLICY

Prompt payment of assessments by all owners is critical to the financial health of the Crown Pointe Community Association, Incorporated ("Association"), and to the enhancement of the property values of our homes. Your Board of Directors takes very seriously its obligation to enforce the members' obligation to pay assessments pursuant to the Davis-Stirling Common Interest Development Act (Civil Code ("CC") §4000, et seq.) (the "Act"), and the Declaration of Restrictions for Crown Pointe Community Association, Incorporated recorded on August 1, 1975, as Instrument No. 78-830390; 78-1018258 ("CC&R's"). The Board has adopted this Assessment Collection Policy in an effort to discharge that obligation in a fair, consistent and effective manner. The following are the Association's assessment collection practices and policies, pursuant to CC §5310(a)(7):

1) Due Dates: Annual assessments shall be paid in equal monthly installments. Regular assessments are due and payable on the first day of each month. It is the owner's responsibility to timely pay each assessment regardless of whether a statement is received. All other assessments, including special assessments, are due and payable on the date specified in the notice of assessment.

2) Obligation to Pay: Assessments, late charges, interest, reasonable collection costs, and reasonable attorneys' fees, if any, are the personal obligation of the owner of the property at the time the assessment or other sums are levied. (CC&R's, Article 3, Section 3.8.5; CC §5650(a)) Owners shall be responsible for all such amounts unless it is determined that all assessments were paid on time to the Association.

3) Late Charges: Unpaid monthly assessment installments are delinquent 15 days after they are due. (CC&R's, Article 3, Section 3.11.1; CC §5650(b)). A late charge not exceeding ten percent (10%) of the delinquent assessment or \$10.00, whichever is greater, will be charged for any assessment which is not paid in full within 15 days of the due date. (CC §5650(b)(2))

4) Interest: Interest on the balance due will accrue at the rate of 12% per annum, commencing thirty (30) days after the assessment becomes due. (CC&R's, Article 3, Section 3.8.4; CC §5650(b)(3))

5) Application of Payments: Any payments received will be applied first to assessments owed, and, only after the assessments owed are paid in full will the payments be applied to fees and costs of collection, late charges and/or interest. Payments will be applied to assessments so that the oldest assessment arrearages are retired first, unless the payment indicates that it shall be otherwise applied. A late charge may accrue if payment is not sufficient to satisfy all delinquent assessments, and the current month's assessment.

6) Delinquency Notice: If any assessment becomes delinquent, the Association will send a notice regarding the delinquency, and demanding payment thereof, to the owner at his/her address or addresses on file with the Association. The owner may be charged a fee for such delinquency notice. If the amount set forth in the delinquency notice is not received before the due date set forth therein, the matter may be turned over to a collection agent or an attorney for further action, including legal action, or the Association may take such other collection action as it deems appropriate.

7) Right to Submit Secondary Address: Owners may submit a written request to the Association to use a secondary address. (CC §5260(b)) Any such request must be mailed to the Association in a manner that complies with CC §4035. The Association will send notices to the indicated secondary address only from and after the point that the Association receives any such request. Nothing herein shall require the Association to re-send or duplicate any notice sent to the owner prior to the date that a request for a secondary address is received.

8) Suspension of Privileges: Without prejudice to its right to continue with and/or take other collection action, in the event an assessment is not paid within 15 days of its due date, an owner's membership rights, including, but not limited to voting rights, or rights of use and enjoyment of the recreational common areas and common facilities may be suspended after notice and a hearing pursuant to CC §5855. The Association will not deny an owner or occupant physical access to his or her separate interest by way of any such suspension of privileges. (CC §4510)

9) Pre-Lien Notice: Prior to recording a lien for delinquent assessments, the Association, its collection agent or attorney will send a pre-lien letter to the record owner as required by CC §5660, by certified mail to the owner's address of record with the Association. The owner will be charged a fee for such pre-lien letter. The Association may obtain a vesting report from a title company in connection with preparation of a pre-lien letter. If a vesting report is obtained, the owner will be charged a fee for the report.

10) Opportunity to Meet and Confer and/or Request ADR: An owner may dispute the debt noticed in the pre-lien letter by submitting to the board a written request to meet and confer with a designated director of the Association pursuant to the Association's Internal Dispute Resolution Policy established in accordance with Article 2, Section 10 of the Act ("IDR") and/or a written request for alternative dispute resolution with a neutral third party pursuant to Article 3, Section 10 of the Act ("ADR"). (CC §5660)

11) Right to Request a Payment Plan: Owners may submit a written request to meet with the board to discuss a payment plan. If such request is mailed within 15 days of the postmark of the pre-lien notice, the board will meet with the owner, in executive session, within 45 days of the postmark of such request, unless there is no regularly-scheduled meeting of the board within that period of time, in which case the board may designate a committee of one or more directors to meet with the owner. (CC §5665) In addition to the foregoing procedure for requesting a payment plan, an owner may negotiate a payment plan with the Association's managing agent, attorney or authorized collection agent. Any payment plan must comply with any standards for payment plans adopted by the Association.

12) Lien: If an owner to whom a pre-lien letter is sent fails to pay the amounts demanded therein within thirty (30) days from the date such pre-lien letter is mailed, a lien for the amount of any delinquent assessments, late charges, interest and/or costs of collection, including attorneys' fees may be recorded against the owner's property. (CC §5675) The owner will be charged a fee for such lien. No lien will be recorded unless a majority of the members of the board of directors approves the decision to record the lien at an open board meeting. (CC §5673)

13) Notice of Recordation of Lien: A copy of the lien will be sent to every person whose name is shown as an owner of the Property in the Association's records, via certified mail, within ten (10) calendar days of recordation of the lien. (CC §5678(e)) Any lien recorded by the Association will remain as an encumbrance against the property until the debt secured thereby is satisfied.

14) Dispute Resolution: Prior to initiating foreclosure of any lien, the association shall offer to the owner of the property, and if so requested by the owner, shall participate in IDR and/or ADR pursuant to CC §5705. The decision to pursue IDR or a particular type of ADR shall be the choice of the owner, except that binding arbitration shall not be available if the Association intends to pursue judicial foreclosure.

15) Foreclosure of Lien: The Association will not seek to foreclose any lien through judicial or non-judicial foreclosure unless and until the amount of delinquent assessments secured thereby reaches \$1,800.00, or until the assessments are at least twelve (12) months delinquent. (CC §5720(b)(2)) The decision to initiate foreclosure of any lien shall be made by a majority vote of the board members, in executive session.

16) Notice to Owner of Decision to Foreclose: If the board of directors decides to initiate foreclosure upon a lien, it shall provide notice of such decision to the owner pursuant to CC §5705(d). Such notice will be by personal service to an owner who occupies the property or to the owner's legal representative. The board shall provide written notice to an owner of property who does not occupy the property by first-class mail, to the most current address shown on the books of the Association. In the absence of written notification by the owner to the Association, the address of the owner's property shall be treated as the owner's mailing address. (CC §5705(d))

17) Release of Lien Upon Satisfaction of Debt: Within 21 days of full payment to satisfy a lien, and after confirmation that such payment has cleared, the Association will record a release of lien, and provide a copy thereof to the owner. (CC §5685(a))

18) Right to Inspect Records: Owners have the right to inspect certain Association records pursuant to Article 5 of the Act.

19) Association's Addresses: Any payments, notices or requests sent to the Association should be sent to the following addresses:

Regular payments:

Crown Pointe Community Association, Incorporated

Overnight payment of assessments, notices or requests:

Crown Pointe Community Assoc.
c/o Bali Management
385 Van Ness Avenue #105
Torrance, CA 90501

20) Association's Right to Collect by Any Lawful Means: Nothing herein limits or otherwise affects the Association's right to proceed in any other lawful manner to collect any delinquent sums owed to the Association. The Association reserves the right to change the amount of any collection fee or charge, without notice, and reserves the right to modify or amend this collection policy at any time.

XIV. ENFORCEMENT

In order to fulfill its obligation under the CC&R's and Rules and Regulations, the Board of Directors will follow the steps outlined below when an infraction occurs.

1. Each resident is responsible for exhibiting behavior that complies with the established rules and regulation set forth in the Association's governing documents. They should also accept the responsibility of reminding others of those established principles when they observe an infraction.
2. If this reminder is disregarded, or the observer was unable to address the non-compliance with the violator, the observer should report it to the Management Company, in writing, which will report it to the Board of Directors. (the observer's identity will be kept confidential)
3. The Board, acting as a body for the entire membership of the Association, has the responsibility of determining whether the complaint is valid and the violation has merit.
4. If the Board finds the complaint to be valid, it will send a written notice to the violator to correct the violation within a given period of time.
5. If the violation is not corrected within the stipulated time, or if there are continued violations, the Board will consider the imposition of discipline that may include a monetary fine. A notice of the meeting at which the violation will be considered will be mailed to the offender ten (10) days prior to the meeting.
6. Consideration of the violation will be held in executive session unless the offending member prefers otherwise. The member may be heard and evidence may be presented, along with testimony and evidence of other interested parties.
7. The resulting decision of the Board regarding discipline will be made known to the offending member, in writing, within fifteen (15) days. The Board may impose a fine or seek other legal action. The Board may also make corrections or replacements and assess the owner for reimbursement of those costs. Fines will also be applied to the homeowner's assessment billing.

Fine Schedule

- 1.) If the result of the hearing is a decision to impose a monetary fine, a fine of \$100 will be imposed against the member for each separate violation of the governing documents subject to the following.
- 2.) If the violation is one that necessitates remedial action and the member fails to remedy the situation or circumstance within thirty (30) days from the original disciplinary decision, a new violation shall exist and initiate an additional fine of \$100. If the situation or circumstance continues past forty-five (45) days from the original disciplinary decision, an additional fine of \$100 will be imposed.
- 3.) If a member violates the same provision of the governing documents on two separate occasions within any six (6) month period, the fine for the second offense will be \$250. If the member violates the same provision three or more times within and twelve (12) month period, the fine for each such violation will be \$300.
- 4.) At any point, the Board may decide to use the legal system or initiate a correction of the violation to effect a remedy or cure, and the homeowner will be responsible for legal fees and/or reimbursement of costs to the Association.
- 5.) Should a violation occur that imposes a financial obligation on the Association, the party responsible for said violation will reimburse, by way of a special assessment, the Association for this financial obligation.

XIV. DISPUTE RESOLUTION

The Crown Pointe Association Board of Directors will follow the procedures outlined in California Civil Section 5975 for resolving disputes between the Association and a homeowner/member of the common interest development. The procedure is as follows:

1. Either the Association or the member may request that the other side meet and confer in an effort to resolve the dispute. The Association may not refuse such a request and the member may not be charged a fee to participate in the process.
2. The Association will designate a board member to attend the "meet and confer" session with the owner.
3. The meeting shall occur promptly at mutually convenient time and place. At the meeting, the parties must explain their positions to each other and must confer in good faith in an effort to resolve the dispute.
4. If the parties agree on a resolution of the dispute, the agreement must be put in writing and signed by the parties. The agreement is binding and can be enforced in courts if: a.) It is not in conflict with the law or the governing documents, and b.) the Association's representative had the authority to enter into the settlement or the settlement is ratified by the Board of Directors. If the Board and the owner fail to reach a mutually satisfactory resolution to the dispute; Section 5975 provides that, before a homeowner's Association or an individual homeowner files a lawsuit against the other solely for declaratory relief or injunctive relief in connection for a claim for money under \$5000 (other than Association assessments) or for enforcing the Association's governing documents, the parties shall endeavor to submit their dispute to a form of Alternative Dispute Resolution (ADR) such as mediation, arbitration, conciliation, or any other non-judicial procedure involving a neutral

party in the decision-making process. The determination may be binding or non-binding.

Failure of a member of the Association to comply with the Alternative Dispute Resolution requirements of section 5930 of the Civil Code may result in loss of your right to sue the Association or another member of the Association regarding enforcement of the governing documents or the applicable law.

The ADR process is initiated by either party serving the other with a Request for Resolution that includes (1) a brief description of the dispute between the parties, (2) a request for ADR, and (3) a notice that the party receiving the Request for Resolution is required to respond within 30 days of receipt. The Request may be served in person, by first-class mail, fax, or any other means that would reasonably be assumed to notify the receiving party.

If the party receiving the Request agrees to ADR, the process must be completed within 90 days of receipt of the acceptance by the party initiating the Request for Resolution, unless extended by written agreement signed by both parties. The cost of ADR shall be borne equally by both parties.

If a civil suit is begun by the filing of a complaint, the filing party must also submit to the court a Certificate of Compliance indicating that they have complied with the requirements of Section 5975 of the Civil Code, or stating any excuse for not doing so. Failure to file a Certificate may be grounds for challenging the suit.

Proper excuses include (1) a party refused ADR, (2) fast injunctive relief is necessary, (3) the right to bring suit will expire within 120 days following the filing of the action, or (4) dismissal of the suit would harm the filing party.

Once a civil action has been filed by either party, the dispute may still be referred to ADR. The procedures and requirements of the law do not apply to the filing of cross-complaints. Unless consented to by both parties, the disclosure of evidence and documents prepared for the ADR process are not admissible in a later civil action.

The prevailing party shall be awarded reasonable attorney's fees and costs; but, in determining the amount of the award, the court may consider a party's refusal to participate in ADR prior to the filing of the action.

XV. GENERAL INFORMATION

Emergencies 911
Police/Fire/Paramedics

**Crown Pointe
Approved Rule Change
December, 2020**

2020 Parking Violations by residents/owners:

- 1st Violation – Warning Sticker
- 2nd Violation – Final Warning Sticker
- 3rd Violation - \$25.00 Fine
- 4th Violation - \$50.00 Fine
- 5th Violation - \$100.00 Fine

Any further Violations will result in a \$100.00 Fine and/or Towing

2021 Parking Violations by residents/owners:

- 1st Violation – Warning Sticker
- 2nd Violation – Final Warning Sticker or Warning Letter
- 3rd Violation - \$35.00 Fine
- 4th Violation - \$75.00 Fine
- 5th Violation - \$125.00 Fine

Any further Violations will result in a \$125.00 Fine and/or Towing

Attached units contained in the same building MAY use different color schemes if the units are offset from each other (example 651 & 653 Edith). Units where there is little or no offset must paint using the same scheme (example 650 & 652 Edith). There are units within Crown Pointe with unique architectural characteristics. Architectural requests for painting are not guaranteed approval even though they contain the approved colors. The Board may use its discretion in deciding if a particular paint scheme is appropriate for a particular home.

Crown Pointe Community Association Approved Paint Colors

The Board would like to remind Homeowners of the approved paint colors for Crown Pointe Community Association. As a reminder, an Architectural Review application must be submitted and approved by the Board of Directors **PRIOR** to any exterior painting. ARC applications are available from the management company.

The following colors were originally approved and placed into action on October 5, 1998:

Area	Color	Brand
Stucco	Navajo White (307)	Frazee
Trim	Weathered Brown or Buffalo Herd	Dunn Edwards
Garages / Small Doors	Rich Brown	Dunn Edwards
Wrought Iron	Weathered Brown or Buffalo Herd	Dunn Edwards

6119
7020
4090
7020

Additionally, the following paint schemes listed below are the guidelines approved during July 2006. The paints are made by Fraze (F), Dunn Edwards (DE), or (PPG) – PPG Architectural Coating formerly known as Glidden. Choose one color from one of the Schemes below for use on the stucco. Choose another color from the same scheme for the trim and garage door. Remember to use **flat paint**.

Scheme	Item Number	Color
One (1)	(F) 307	Navajo White
	(PPG) 1096-7	Cookie Dough
Two (2)	(F) 8224M	Balsam Bark
	(F) 556	Pampas White
	(F) 8652W	Whippoorwill
Three (3)	(F) 8684	Taupe Flats
	(F) 8200W	Bleached Sand
	(F) 8673	Tavern Taupe
Four (4)	(F) 8684	Oak Flats
	(F) CW025W	Restorative
	(F) 390	Western Beige
	(F) 8733M	Walnut Wash

6119
6117
6106
7558
9162
7034
7690
6151
7040
7627
6106
9082

These 8 color options have been approved for use on the fascia (the wood trim that runs along the rooflines). Pick one that would go with your two choices from the four schemes listed above. These colors may also be used on the garage doors. Remember to use **flat paint**.

Item Number	Color
(F) 8645D	Greylock
(F) 8635D	Mansard Stone
(F) 8765D	Beaver Creek
(F) 8745A	Kayak Brown
(F) 8755A	Spicenut
(F) 8825D	Jacaranda Brown
(F) 8695D	Thatched Roof
(F) 8685D	Woodlet

6169
6201
7019
7525
7027
6012
7044
7036

These are 5 color options that must be used for wrought iron fences, gates, and front door. Choose only one. Old Mahogany may be used on the garage door with approval. Remember to paint the wrought iron and front door with **semi-gloss enamel paint**.

Item Number	Color
(F) 8295D	Copper Nail
(F) 8535D	Wayfarer Gray
(F) 8625D	Shipyards
(PPG) 1053-7	Burgundy Wine

2056
6236
7653
2402

(F) – Frazee, (PPG) – PPG Architectural Coating

Color charts and/or color rings may be borrowed. Please contact the management company to request them.

The Board will consider on a case by case basis appropriately submitted application for colors not specified above, but which are in keeping with the approved color pallet and guidelines.

VIII. ANTENNAS & SATELLITE DISHES

Approval of the Board of Directors is required prior to placement of any satellite dish or antennas. Satellite dishes and antennas are allowed, if less than 36" in diameter and should be placed as inconspicuously as possible. Satellite dishes and antennas should be on the back side of the unit and not visible from the street. Wires should be as concealed as much as possible including, but not limited to securing them to the structure and painting them the same color as the structure

IX. LANDSCAPING

The Board of Directors of the Association may periodically inspect each Lot and all Common Area to insure compliance with the provisions of the CC&Rs and the Rules and Regulations. In the event that the Board determines that a violation of any of the provisions exists, the Board will give written notice to the Owner of the condition or violation.

All plant material located within a homeowners property is the homeowners' responsibility. Homeowners may be asked to remove or trim any bushes, trees, or shrubs that become unsightly or detract from the overall appearance.

No planting or alteration will be allowed in the common areas without the written permission of the Board of Directors of the Association.

MAINTENANCE, REPAIR AND REPLACEMENT ITEM	ASSOCIATION	OWNER	Declaration Article or Code Section
<i>Interior Elements in the Residence</i>		X	Art. 2.23.1
<i>Exterior of the Residence (except Party Walls)</i>		X	Art 2.23.1
<i>Party Walls</i>			
Maintenance of the interior surfaces of the Party Wall facing the Owner's Lot/Residence		X	Art. 7.2
Repairs or Reconstruction (shared by the Owners whose Lots are served by the Party Wall, as		X	Art. 7.3
<i>Decorative Walls, Fences and Gates bounding a Landscape Maintenance Area (other than Party Walls)</i>		X	Art. 2.23.1
<i>Garage and Driveway (located within the Lot)</i>			
Interior surfaces and interior paint		X	Art. 2.23.1
Exterior surfaces and exterior paint		X	Art. 2.23.1
Garage door		X	Art. 2.23.1
Garage apron and driveway		X	Art. 2.23.1
<i>Patios, Balconies and Terraces on Lots (not including(landscaping)</i>		X	Art. 2.23.1
<i>Lot/Residence Systems and Services</i>			
Plumbing and pipes within the boundaries of the Lot (including underground plumbing and pipes below a Landscape Maintenance Area) or exclusively serving the Lot		X	Art. 2.23.1
Plumbing and pipes within the walls of the Residence		X	Art. 2.23.1
Water pressure regulator		X	Art. 2.23.1
Hot water heater		X	Art. 2.23.1
Plumbing outlets and fixtures (including shower, tub and sink handles / spouts)		X	Art. 2.23.1
Furnaces and heating devices		X	Art. 2.23.1
Ducts		X	Art. 2.23.1
Electrical wiring, outlets, sockets and switches		X	Art. 2.23.1
Electrical panel/circuit breakers within the Lot		X	Art. 2.23.1
Separately metered utilities that exclusively		X	Art. 2.23.1

MAINTENANCE, REPAIR AND REPLACEMENT ITEM	ASSOCIATION	OWNER	Declaration Article or Code Section
the Lot			
Gas and water shut off valves		X	Art. 2.23.1
Gas lines within the Lot		X	Art. 2.23.1
Air conditioning exclusively serving the Lot		X	Art. 2.23.1
Telephone wiring exclusively serving the Lot (wherever located)		X	Art. 2.23.1
Cable television wiring within the boundaries of the Lot (wherever located)		X	Art. 2.23.1
<i>Landscaping - Within/on a Lot but <u>not</u> located within/on a Landscape Maintenance Area</i>		X	Art. 2.23.1
<i>Landscaping- Within/on a Landscape Maintenance Area</i>			
Flowers, plants, ground cover, bushes, trees,	X		Art. 3.4.6
Slopes	X		Art. 3.4.6
Drainage ways	X		Art. 3.4.6
Irrigation/Sprinkler Systems	X		Art. 3.4.6
<i>Walkways and Paths on a Lot</i>			
Routine maintenance, repair and replacement when located on a Lot (even when located within a		X	Art. 2.23.1
Repairs needed because of root damage from a tree		X	Art. 2.23.1
Repairs needed because of root damage from a tree on the Common Area	X		Art. 3.4.1
<i>Control of Wood-Destroying Pests and Other Organisms Within the Residence and Lot</i>		X	Code§ 1364(b)(2)
<i>Common Area Improvements (Not Located Within or On a Lot, or Located On a Portion of a Lot Over Which the Association Has an Easement for the Benefit of All Owners)</i>			
Streets	X		Art. 3.4.5
Sidewalks	X		Art. 3.4.5
Parkways	X		Art. 3.4.5
Alleys	X		Art. 3.4.5
Bollards (protective pipe barriers placed along the curb line to the west of Lots 25 through 30)	X		Art. 1.16

MAINTENANCE, REPAIR AND REPLACEMENT ITEM	ASSOCIATION	OWNER	Declaration Article or Code Section
Fences and gates	X		Art. 3.4.1
Recreational and other buildings and facilities	X		Art. 3.4.1
Landscaping	X		Art. 3.4.1
Irrigation	X		Art. 3.4.1
Conduits, ducts, plumbing, wiring and other facilities for the furnishing of utilities within the Common Area	X		Art. 3.4.4
"No Parking" signs	X		Art. 3.4.8
Lights, Light Fixtures and Light Bulbs	X		Art. 3.4.1
Metered utilities for the Common Area	X		Art. 3.4.3

CROWN POINTE COMMUNITY ASSOCIATION, INC.
MEMBERSHIP MEETING AND VOTING RULES
(Election)
(Revised Civil Code Section 1363.03- effective 7/1/06)

I. Membership Meetings

A. Pursuant to the CC&Rs, Bylaws and these Election Rules and Regulations ("Rules"), the Association will hold meetings of the Membership to elect directors and to conduct Association business. The Association's Annual Meeting as required by the Association's Bylaws will be held on a date and time specified in these Rules and consistent with the Association's Bylaws (Article III, Section 1). In the alternative, other meetings of the Members ("Special Membership Meetings") may be noticed and held by the Association to elect directors and/or to consider and vote on any other matters, which are of concern to the Members, required by the Bylaws or State statute. Record dates for determining Members entitled to receive notice of the meeting and for determining Members entitled to vote at the meeting shall be established in accordance with Corporations Code Section 7611. In the alternative, and only for the Election of Directors, the Board may schedule a Board meeting to allow for the counting of Secret Ballots.

B. The Members of the Association who are in good standing may vote at all Membership meetings or at a Board meeting scheduled to allow for the counting of Secret Ballots. A Member is in "Good Standing" for voting purposes unless their Association rights and privileges have been suspended after notice and opportunity for hearing before the Board of Directors in accordance with Article VII, Section 1(b) of the Bylaws, Corporations Code Section 7341 and Civil Code Section 4820.

C. All Special Membership and/or Board meetings scheduled to allow for the counting of Secret Ballots shall be conducted in accordance with the Association's governing documents defined as the Association's CC&Rs, Bylaws, Articles of Incorporation and all Association Rules and Regulations ("Governing Documents") as well as the California Corporations and Civil Codes, as applicable.

D. Members will have one vote per separate interest owned (CC&Rs, Article 3, and Section 3.2).

E. For election of Directors, cumulative voting will be used as permitted by the Association's Bylaws at Article V, Section 3 and CC&Rs at Article 3, Section 3.2.4. ("Cumulative Voting" means that a Member may cast all votes for one Candidate or divide up the votes among the Candidates at their option.) No fractional votes are permitted or allowed for Election of Directors.

II. Board of Directors

A. The Board of Directors will consist of five (5) Directors (Bylaws, Article IV, and Section 1). Directors are elected and shall serve a term of one (1) year (Bylaws, Article IV, and Section 2).

B. No Director may serve on the Association's Board if previously convicted of a felony or declared of unsound mind by a court of competent jurisdiction, and unless he or she meets the qualifications for a Director, as set forth in the Bylaws at Article IV, Section 1.

C. Directors must be elected solely by Secret Ballot as provided in these Rules and Civil Code Section 1363.03, as amended, and any successor statute. Voice vote, show of hands, or any method other than Secret Ballot, shall be prohibited.

III. Annual Meeting

A. The Association's Annual Meeting will be held each year on the first Tuesday of May at the hour of 8:00 P.M. If the day for the Annual Meeting is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday (Bylaws, Article III, and Section 1). The Association shall send a Notice of Annual Meeting ("Notice") to all Members not less than fifteen (15) nor more than thirty (30) days before the date of the meeting (Bylaws, Article III, Section 3 and Corporations Code Section 7511(a)).

B. The Notice shall include the following:

1. Times when polls will open (when Ballots may/can be cast).
2. Times when the Members and Candidates may witness the Member registration, as applicable, and the review, counting and tabulation of Secret Ballots by Inspectors of Election.
3. The names of all Candidates as of the time the Notice is sent to Members.

C. The Association, through its Nominating Committee (Bylaws, Article V, Section 1), shall distribute to all Members a notice seeking Candidate(s) for the Board ("Candidacy Notice"), at least forty-five (45) days prior to the Annual Meeting date. The Candidacy Notice shall include a demand for certification by the Candidate that he/she has not been convicted of a felony or declared of unsound mind by a court of competent jurisdiction, and otherwise meets the qualifications set by the Bylaws at Article IV, Section 1.

D. The Candidacy Notice shall also include a space/form for each Candidate to submit a written statement ("Candidacy Statement") reasonably related to the election, including advocating a point of view. The Board of Directors may limit the length of the Candidacy Statement. Candidacy Statements will be included with the Association's mailing of the Notice and Secret Ballot materials if the Candidacy Statements are provided prior to the Association's mailing. The Candidacy Statements will also be posted on the Association's website, if applicable.

E. The Candidacy Notice will provide a candidacy application that must be completed by the Candidate and received by the Association by the deadline stated in the application in order for a Candidate's name to appear on the Notice of Annual Meeting and the Secret Ballot. Notwithstanding the foregoing, if the fully completed application is not timely received by the Association, a Candidate may nominate himself or herself, or may be nominated by another Member, from the floor at the Annual Meeting (Bylaws, Article V, Section 1 and Civil Code Sections 1363.03(a)(3) and 5105(b)). Members who desire to vote for any Candidate nominated from the floor must request and complete a Secret Ballot at the Annual Meeting if the Member has not previously voted the Member's Secret Ballot. A Secret Ballot once voted may not be rescinded by the Member and may not be replaced by subsequently voting a second Secret Ballot (Civil Code Section 5120(a)).

F. A Nominating Committee shall be appointed by the Board prior to the Annual Meeting to serve from the close of such Annual Meeting until the close of the next Annual Meeting, and such appointment shall be announced at each Annual Meeting. The Nominating Committee shall:

1. Send the Candidacy Notice to all Members in accordance with these Rules and Civil Code Section 1363.03, as amended;
2. Receive and validate completed candidacy applications and place qualified Candidates in nomination for election to the Board; and
3. Nominate any number of other Candidates for election to the Board of Directors as the Nominating Committee shall in its discretion determine, the total of all nominations being not less than the number of vacancies that are to be filled. Candidates nominated in this way shall also complete a candidacy application which must be validated by the Nominating Committee.

The Nominating Committee shall consist of a Chair, who shall be a member of the Board, and two (2) or more Members of the Association. (Bylaws, Article V, Section 1). A Nominating Committee member who is not a Board member may also serve as Inspector subject to the qualifications of Inspector as defined below.

G. If any Candidate or Member advocating a point of view is provided access to Association media during a campaign for the Board of Directors (such as newsletters, Internet or websites, etc.) for purposes reasonably related to that election, equal access shall be provided to all Candidates and other Members stating a point of view for purposes reasonably related to that election. The Association shall not edit or redact these statements but may include a statement specifying that the views expressed are the views of the Candidate or Member, and not the Association, which is not responsible for its content.

H. Access to common area meeting space will be made available to all Candidates and Members advocating a point of view, for purposes reasonably related to the election, at no charge, on the specific dates and times which may be contained in the Notice of the Membership meeting or such other dates as requested in writing by the Candidate and/or Member.

IV. Secret Ballots

A. The Association shall utilize a Secret Ballot process, as described below, for any or all of the following matters:

1. A vote of the Membership regarding assessments per Civil Code Section 1366;
2. Election or removal of Members of the Association's Board of Directors;
3. Amendments to the Governing Documents;
4. Grant of exclusive-use Common Area property pursuant to Civil Code Section 4600;
5. Any other purpose as required in the Civil Code.

V. Inspector(s) of Election for Secret Ballot Count

A. The Secret Ballot Count shall be supervised by an Inspector or Inspectors of Election (one (1) or three (3) as required by Civil Code Section 1363.03). (The singular "Inspector" shall refer to both one (1) Inspector or three (3) Inspectors selected pursuant to these Rules.)

B. At an open Board meeting, approximately forty-five (45) days prior to the date of the Annual Meeting, or any Membership meeting in which Secret Ballots will be cast, one or three (at the Board's discretion) Inspectors will be selected and appointed by the Board of Directors.

C. The Board may, at its sole discretion, select a Member or Members of the Association as Inspector(s), provided, however, that such Member is not:

1. A Member of the Board of Directors;
2. A Candidate for the Board of Directors;
3. A relative of a Member of the Board, or of a Candidate; or
4. A person, business entity or subdivision of a business entity currently employed by or under contract to the Association for other compensable services (except the Board may hire a CPA or accounting firm to act as Inspector even though the CPA or accounting firm is employed for audit, tax or other Association accounting work) unless expressly authorized by Rules of the Association adopted pursuant to state statute.

D. The Board may, at its sole discretion, select a Non-Member of the Association as Inspector, provided, however, that such Non-Member is an independent third party, including, but not limited to, a volunteer poll worker with the county registrar of Voters, a licensee of the California Board of Accountancy, a California notary public, any individual employed by the Association's management company or any individual whose services have been retained by the Association's management company for the benefit of the Association.

E. If the Board selects a Non-Member of the Association as Inspector, the Inspector shall be required to obtain errors and omission insurance and provide proof of same to the Board prior to the commencement of the Inspector's work. The errors and omissions insurance policy shall be in an amount not less than one million dollars (\$1,000,000), shall indemnify the Association and its Board Members from liability and provide that the Association is a named insured of the policy. If the Board selects the Association's management company as Inspector, additional errors and omission insurance should not be required over and above the errors and omissions policy required pursuant to the Association's contract with its managing agent.

F. The Board may, in its discretion, pay compensation to the Inspector.

G. The Board may, but shall not be required to, submit the selection of the Inspector to a vote of the Association Members. Notwithstanding the foregoing, if the Board fails to appoint Inspector(s), then, "upon demand" by the Members, the Board shall be required to submit to the Members the vote for the Inspectors.

VI. Duties of Inspector(s) of Election:

A. The Inspector(s) shall do all of the following:

1. Determine the number of Memberships entitled to vote and the voting power of each;
2. Receive the Secret Ballots;
3. Hear and determine all challenges and questions arising out of or in connection with Members right to vote;
4. Determine the tabulated results of the election by counting the Secret Ballots; and
5. Perform any acts as may be proper to conduct the election in good faith, with fairness and impartiality to all Members, in accordance with Civil Code Section 1363.03 as amended, any successor statutes, and these Rules.

B. The foregoing duties shall include, without limitation, the power to:

1. Determine the authenticity, validity, and effect of Proxies, if any;
2. Determine when the polls shall close, consistent with the governing documents;
3. Qualify and disqualify Secret Ballots;
4. At the Inspector's discretion, verify Members' information and signatures on the outer envelope of the Secret Ballot prior to the meeting at which Secret Ballots are tabulated and appoint additional persons to assist with same; and
5. At the Inspector's discretion, appoint additional persons to count the Secret Ballots subject to the Inspector's supervision, unless prohibited by State statute.

C. If there are three (3) Inspectors, the decision or act of a majority shall be effective in all respects as the decision or act of all.

D. Any report made by an Inspector is prima facie evidence of the facts stated in the report.

E. All duties must be performed in good faith, to the best of the Inspector's ability, and as expeditiously as practical.

VII. Secret Ballot Procedures

A. Prior to the mailing of the Secret Ballots by the Association, the Inspector shall determine the location where the sealed Secret Ballots will be mailed or delivered and where the Inspector or their designee, which can include the Association's Management Company, Manager or Representative, will maintain custody of the sealed Secret Ballots until the time upon which tabulation of the Secret Ballots by the Inspector shall occur.

B. No less than thirty (30) days prior to the Annual Meeting (or other Membership or Board meeting where voting by Secret Ballot will occur), the Association shall mail to Members in Good Standing, by first-class mail, the Secret Ballots, along with two envelopes, pre-addressed to a location specified by the Inspector ("Envelope #1" and "Envelope #2"), together with instructions on how to return Secret Ballots, and a Notice of Meeting, if applicable.

C. The Secret Ballot shall contain the names of Candidates who timely delivered the required forms to the Association as referenced above. If there are no such Candidates, or if there are fewer Candidates than the number of directors to be elected, the Secret Ballot will include the names, if any, of the Candidates and/or blank lines for write-in Candidates.

D. A write-in Candidate, unless nominated by the Candidate in writing and submitted with the Secret Ballot, must also be nominated from the floor of the Annual Meeting (or other Membership or Board meeting where voting by Secret Ballot will occur), by himself/herself, or by another Member.

E. The Secret Ballot shall NOT identify the Member (or their designee) by name, address, lot, parcel number or unit number. If the Member signs the Secret Ballot or otherwise identifies himself/herself, said Secret Ballot shall not be accepted by the Inspectors as a valid Secret Ballot.

F. The Secret Ballot shall NOT be signed by the Member (or their designee), and will be inserted into a sealed envelope marked "Secret Ballot – to be opened by Inspector(s) of Election only" (Envelope #1). If the Member signs the Secret Ballot or otherwise identifies himself/herself, said Secret Ballot shall not be accepted by the Inspectors as a valid Secret Ballot.

G. The sealed Envelope #1 shall be inserted by the Member (or their designee) into a second preaddressed envelope (Envelope #2), which should then be sealed. In the upper left-hand corner of Envelope #2, the Member (or their designee) must sign his or her name, indicate his or her name, and indicate the address or separate interest identifier that entitles him/her to vote. If the Member does not complete the envelope in accordance with State statute requirements, the Secret Ballot will not be accepted nor counted towards the Election, or otherwise.

H. The owners of multiple properties must submit separate sealed Secret Ballot envelopes (#1 and #2) for each property (separate interest) owned.

I. Secret Ballots may be mailed or delivered by hand by the Member to the location designated by the Inspector. The Member may request a receipt for hand delivery of the sealed Envelope #2 to the location designated by the Inspector. Any Member desiring a receipt for mail delivery shall send the Secret Ballot by certified mail, return receipt requested, to the location selected by the Inspector.

J. Only Secret Ballots prepared by the Association will be accepted by the Inspector either by mail or in person.

VIII. Proxies

- A. "Proxy" means a written authorization signed by a Member or the authorized representative of a Member that gives another Member or Members the power to vote on behalf of that Member. Such Proxy may be signed by placing the Member's name on the Proxy (whether by manual signature, typewriting, telegraphic transmission, or otherwise), which signature may be effected by the Member or the Member's authorized representative.
- B. A Proxy will be accepted pursuant to the Bylaws at Article III, Section 5 and CC&Rs at Article 3, Sections 3.2.1 and 3.2.3 only if such Proxy is determined by the Inspector to meet the requirements of the Bylaws and the California Corporations and Civil Codes. Proxies shall not be construed or used in lieu of a Secret Ballot. The Association shall not be obligated to prepare and mail proxies to the owners.
- C. Any instruction given in a Proxy that directs the manner in which the Proxy Holder is to cast the vote must be set forth on a separate page of the Proxy that can be detached and given to the Proxy Holder to retain which will not be given to or shown to the Inspectors of Election.
- D. In any election where, under these Rules, the Member would utilize a Secret Ballot, the Proxy Holder shall also cast the Member's vote by Secret Ballot.
- E. Neither the Association nor the Inspector will be responsible for ensuring that the Proxy Holder votes the Proxy in accordance with the Member's direction.
- F. A Proxy may be revoked by the Member prior to the receipt of the Secret Ballot by the Inspector as described in Section 7613 of the Corporations Code.

IX. Secret Ballots are Not Revocable

- A. Once a Member mails or delivers his/her Secret Ballot to the location selected by the Inspector, that Secret Ballot cannot be changed or revoked.
- B. If more than one Secret Ballot is received for any property, the first Secret Ballot received will be the one counted. If it cannot be determined which Secret Ballot was the earliest received, no Secret Ballot will be counted for that Member's property except for the purpose of establishing Quorum.

X. Registration of Secret Ballots at the Meeting

- A. The Inspector (or their designee if allowed by State statute) will register all Secret Ballots at the meeting (Membership (annual), Members (special) or Board), based on a current Membership list to be provided by the Association. The Association shall not register any of the Secret Ballots or Proxies received by the Association.
- B. The Inspector shall verify that all Secret Ballots are sealed in two sealed preaddressed envelopes and contain all required information on the upper left-hand corner of Envelope #2.

C. If a Member brings Secret Ballots for other Members to the Annual Membership meeting, Special Members meeting, or Board meeting, the Secret Ballots must also be sealed in separate individual Envelopes #1 and #2 as required above. The Inspector (or their designee if allowed by State statute) will register and make all necessary determinations regarding the sealed Secret Ballot envelopes.

D. The Inspector will review the information provided on the upper left-hand corner of Envelope #2. The Inspector will require, at a minimum, the following:

1. That the printed name of the Member be legible and match the name of at least one of the record owners of the property as shown on the Association's Membership list;
2. That the Member's signature is on Envelope #2; and
3. The address shown on Envelope #2 corresponds to the Member's address on the Association's Membership list;

E. If, in the sole discretion of the Inspector, the requirements above are not met, the envelope/Secret Ballot will not be registered, and will not be valid for any purpose, including establishing Quorum.

F. The Association's Managing Agent shall provide the Inspector with a list of those Members whose rights and privileges have been duly suspended, who are not Members in good standing and/or who are not entitled to vote at the Membership (annual), Members (special) or Board meeting where voting by Secret Ballot is to occur or be counted. The Inspector will take appropriate steps, including making notations or otherwise marking the Membership registration list and/or sealed Secret Ballot envelopes, to prevent suspended Members from voting at the Membership, Members or Board meeting.

XI. Observation and Custody of Secret Ballots

A. Any Candidate or other Member of the Association may witness the registration of sealed Secret Ballots, Proxies (if any), and the counting and tabulation of Secret Ballots.

B. No person, including any Member of the Association, or any employee or Association manager, may open or otherwise review or register any Secret Ballot prior to the time and place at which the Secret Ballots are counted and tabulated.

C. The sealed Secret Ballots will at all times be in the custody of the Inspector or the Inspector's designee until nine (9) months after the date of the election, at which time custody will be transferred to the Association.

XII. Registration of Members in Person

A. A Member who chooses to vote in person at the Membership (annual), Members (special) or Board meeting must present himself/herself at the registration table area.

B. If a Member has not previously voted their Secret Ballot, the Inspector will keep the Envelope #2 for the Association's records. The Inspector will give the Member a Secret Ballot to mark and cast in secret at the Membership (annual) meeting, Members (special) meeting or Board meeting and mark the registration list to memorialize that the Member did not vote their prior Secret Ballot and received a new Secret Ballot to vote.

C. Members voting in person at the meeting must use Envelopes #1 and #2, and satisfy all other requirements for a valid Secret Ballot.

XIII. Registration of Proxies

If a person brings Proxies to the Membership (annual), Members (special) or Board meeting, the Inspector will review and make all necessary determinations regarding those Proxies, including their validity, provided, however, that the Inspector will not review any provision of a Proxy that provides direction as to how the Secret Ballot shall be voted. If the Proxy direction cannot be separated from the Proxy, the Inspector shall determine whether to reject the Proxy.

XIV. Determination of Quorum

A. The Inspector shall determine whether a Quorum has been obtained, based upon the count of the number of Members voting in person or by Proxy, pursuant to the Bylaws (Article III, Section 4) and CC&Rs (Article 3, Section 3.2.3). Each Secret Ballot received by the Inspector shall be treated as a Member present at a meeting for purposes of establishing a quorum. However, no Proxy may be voted and all Proxies must be replaced with a Secret Ballot, delivered by hand or by mail as shown on the registration list. Upon determination that a Quorum has been obtained, the Inspector may close registration at the polls (the meeting location).

B. Once registration at the polls has been closed, if a Quorum is present, the meeting, if it is a meeting of the Membership or Members (and if nominations are allowed in the Bylaws), may proceed with nominations from the floor from additional Candidates. Further, unless the Candidates have submitted their written nomination to the Board, write in Candidates must also be nominated from the floor.

C. If any meeting is adjourned due to lack of Quorum, new Secret Ballots will not be required from any Member who cast their vote in properly completed, sealed Envelopes #1 and #2 in accordance with these Election Rules and Civil Code Section 1363.03. Any Secret Ballots which are cast in person at the Annual Meeting and put directly into the Secret Ballot box without Envelopes #1 and #2 for that meeting will not be valid for that meeting or the adjourned meeting.

XV. Counting and Tabulation

A. Once the Secret Balloting has been closed by the Inspector, the Inspector or their/his/her designee, if applicable, shall open the sealed envelopes and begin the counting and tabulation of the Secret Ballots.

B. All Secret Ballots shall be counted and tabulated by the Inspector or their/his/her designee in public, at a properly noticed open meeting of the Board or of the Members, after verification of a Quorum of the Membership. (Bylaws, Article III, Section 4 and CC&Rs, Article 3, Section 3.2.3).

C. Any Member may witness the counting and tabulation from a distance of no less than five (5) feet from any Inspector or their/his/her designee, if applicable. Members, including Candidates, may not communicate with the Inspector, or their/his/her designee, if applicable, during the inspection, registration, and counting or tabulation process. Inspectors may cause the removal of any witness who interferes with the counting and tabulation process.

D. The Inspector will provide the members of the Board with a final count and tabulation of the Secret Ballots.

E. The Inspector shall not:

1. Provide Members and Candidates with information regarding the Secret Ballot;
2. Answer questions concerning the Secret Ballot and the vote; and
3. Provide any interim counts or tabulations.

F. All Secret Ballots must be legible and clearly marked. If the Secret Ballot is marked to cast more votes than the maximum number of votes allowed for that election, no votes will be counted, and the Secret Ballot will be used for Quorum purposes only.

G. The Inspector may request that the meeting be recessed to allow the Inspector to complete the counting and tabulation of the Secret Ballots to another time. Notice of the recessed meeting will be given to all Members, at the meeting where the counting and tabulation occurs and will identify the location, dates and times when the counting and tabulation will be resumed. The Inspector will continue to maintain custody of all Secret Ballots until the counting and tabulation is complete.

H. The Inspector will certify the tabulated results of the Membership election by completing a report and providing it to the Board.

XVI. Election Results

A. Results of the election shall be announced by the Inspector by promptly reporting to the Board of Directors, the result of which shall be recorded in the minutes of the next meeting of the Board.

B. Results shall be available for review by all Members after the certification of the Membership meeting by the Inspector. Within fifteen (15) days of the election, the Board shall publicize the result of the election in a communication directed to all the Members.

C. In the event of a tie vote among any number of the Candidates, the Association will notice a Special Membership or Board meeting and send Secret Ballots to all Members for a vote to break the tie. Said vote shall be conducted in accordance with the procedures set forth herein to the extent they are applicable to a run-off vote. No previously cast Secret Ballots or Proxies will be used at the meeting to break the tie.

XVII. Election Recount

A recount may be requested by any Member, in writing which sets forth good cause for the request. A recount may be denied or granted in the sole discretion of the Inspector, and upon such terms and conditions (including assumption of costs by the requesting Member) as the Inspector may reasonably impose. Any recount shall be conducted in a manner that shall preserve the confidentiality of the vote.

XVII. Election Challenge

A. In the event of an election challenge and upon receipt of a written request from a Member, the Inspector will make the Secret Ballots available for inspection and review by Members or their authorized representatives. In order to protect the security of the Secret Ballots, one or more Association representatives must be present during such review.

B. The Secret Ballots will be stored by the Inspector in a secure place until nine (9) months after the date of the election, at which time custody of the Secret Ballots shall be transferred to the Association (Civil Code Section 515 and Corporations Code Section 7527). Opportunity to challenge the election shall expire nine (9) months after the date of the election (Corporations Code Section 7527).

C. After the transfer of Secret Ballots from the Inspector to the Association, the Secret Ballots shall be stored by the Association in a secure place for no less than one (1) year after the election.

XIX. Consultation With Association Legal Counsel

The Inspector has the authority to confer with Association legal counsel in advance of, or at the meeting where Secret Ballots are to be counted. Legal counsel represents the Association and does not represent the Members, Inspector, Board Members, management or any other person. By the adoption of these Rules, Association legal counsel has been authorized by the Board of Directors to provide advice, as determined necessary or prudent by legal counsel, for the limited purpose of informing and advising the Inspector regarding issues related to the Inspector performing its duties for the Association, and the Association waives the attorney-client confidential communication privilege for that limited purpose.

XX. Use of Association Funds for Campaign Purposes

Association funds may not be used for campaign purposes in connection with any Association election except to the extent necessary to comply with the duties of the Association imposed by law. Campaign purposes include, but are not limited to:

1. Expressly advocating the election or defeat of any Candidate or an Association ballot; and
2. Including the photograph or prominently featuring the name of any Candidate on a communication from the Association or its Board of Directors (other than the Secret Ballot and Secret Ballot material) within thirty (30) days of an election.

Campaign purposes do not include communications for which equal access is given as referenced above.

CROWN POINTE COMMUNITY ASSOCIATION, INCORPORATED

MAINTENANCE, REPAIR AND REPLACEMENT RESPONSIBILITY CHECKLIST

Common Interest Development Type: Planned Development

Definitions:

Association = Crown Pointe Community Association, Incorporated Board= The Board of Directors of the Association

Code = The California *Civil Code*

Common Area= The portion of the Association's development leased to or owned by the Association, and portions of the Lots over which there are easements for private streets, alleys, parkway areas, drainage, landscaping purposes or recreational purposes for the mutual benefit and non-exclusive use of the Owners, as more fully described in the Declaration.

Declaration= The "Declaration of Restrictions" for the Association recorded August 1, 1975 as Instrument No.885 in the official records of Los Angeles County, California, as amended and all declarations of annexation thereto.

Landscape Maintenance Area = That portion of a Lot for which the Association has responsibility pursuant to the Declaration to maintain the landscaping, as more fully described in Note 8, below.

Lot = Any numbered plot, together with the Residence and other improvements located thereon, located within the Association's development.

MRR = Maintenance, repairs and replacements. Owner = Owner of a Lot.

Party Wall = A wall built as an original part of the construction of the Residences or improvements on the Lots, or the replacement of same, which is on the dividing line between two Lots.

Project= The common interest development in which the Lots and Common Area are located.

Residence = The dwelling unit located on a Lot.

Notes:

1. If the Association column is marked with an "X," the Association performs and pays for MRR.
2. If the Owner column is marked with an "X," the Owner performs and pays for MRR.
3. It is the obligation of each Owner (i) to maintain the Owner's Lot and Residence in a state of excellent condition and repair, (ii) to keep the Owner's Lot and Residence in a clean, attractive and healthful condition, and (iii) as may be applicable, to reconstruct, and restore the destruction of, the Owner's Lot and Residence in the event of casualty, as provided in the Declaration. See *Section 2.23.1 of the Declaration*.
4. Excepting the interior of each Residence, no replacement, addition or alteration of a building, structure, fence, drainage facility or other improvement on a Lot, or of the landscaping (including but not limited to flowers, plants, ground cover, bushes, trees, slopes, barks, drainage ways, drainage patterns or irrigation or sprinkler systems) on a Lot, shall be erected, placed, altered or removed until the plans, specifications and plot plans showing the location of such replacement, addition, alteration or removal have been approved in writing by the Association; nor shall any exterior painting or decorative alteration on the exterior of any building on a Lot be commenced until the Association has approved in writing said proposed color scheme and design thereof, and the colors and quality of the paints and/or materials to used. Such plans, specifications and plot plans are required to be prepared by an architect, engineer and/or landscaping architect. See *Section 2.9 of the Declaration*.
5. No Owner shall paint or otherwise decorate or change the appearance of any portion of the improvements within the Project, except for the interior of the Owner's Residence, unless the written consent of the Association is first obtained in accordance with the requirements of Section 2.9 of the Declaration. See *Section 2.23.2 of the Declaration*.
6. No Owner shall make any alterations in the landscaping in the Project, including the drainage pattern, slopes, banks and drainage facilities, except as otherwise provided in Section 2.9 of the Declaration. See *Section 2.23.3 of the Declaration*.
7. Repair and restoration of a Party Wall is the joint obligation of the Owners whose Lots are served by the party wall; provided, however, if one Owner (or any of one Owner's family members, guests, employees, invitees, agents, servants or lessees) causes damage, injury or destruction to a Party Wall, that Owner shall be solely responsible for the repair or restoration of the Party Wall. See *Section 7.3 of the Declaration*.
8. The Association is responsible for that portion of the landscaping, and the maintenance of such landscaping, on the area of a Lot that is located between a private/Common Area street and the nearest decorative wall, fence or gate forward of the Residence of such Lot; if there is no such decorative wall, fence or gate, the Association is responsible for the landscaping on the area of the Lot that is located between a private/Common Area street and the exterior wall of the Residence. See *Section 3.4.6 of the Declaration*. The Owners are responsible for the maintenance, repair and replacement of said decorative walls, fences and gates located on their Lots, as may be applicable. See *Section 2.23.1 of the Declaration*.

9. Each Owner is liable to the Association for any costs and expenses incurred by the Association to repair any damage to the Common Area caused by the Owner (or the Owner's family members, guests, employees, invitees, agents, servants or lessees), to the extent such costs and expenses are not covered by insurance proceeds received by the Association from insurance policies the Association carries. See *Section 9.1.2 of the Declaration*.

10. Code § 4775(a) provides that unless the Declaration indicates otherwise, the Association is responsible for repairing, replacing and maintaining the Common Area, and the Owner of each Lot is responsible for maintaining his/her Lot.