



Rules and Regulations for Fall Valley Homeowners Association

(In accordance with Article II, Section 3.a of The Covenants of Fall Valley Homeowners Association)

The main purpose and goal of Fall Valley Homeowners Association is to protect home values and promote a fair and friendly community. These Rules and Regulations are intended to support our purpose and goal and simplify and clarify the rules established in our other governing documents. These Rules and Regulations are in addition to, and do not supersede the other governing documents. Neither do they encompass all rules and regulations contained in our governing documents. The HOA shall have the authority to determine if the Property is not being used appropriately or violates our governing documents. For additional clarification, please refer to the Covenants, Bylaws, and Policies, which can be found on our website at <https://fvhoa.org/governing-docs-1>.

All homeowners within Fall Valley HOA agree to abide by all city, county, and state ordinances. Violations of these ordinances may be turned over to the governing agency, and/or may be enforced by the HOA, using our Rule Enforcement Policy.

1. Exterior Changes and Maintenance of Property *(In accordance with the Covenants Article VI: Architectural Control Committee)*

- A.) No exterior changes will be allowed to any part of the exterior of any unit or Lot without the expressed permission of the Architectural Control Committee prior to the start of work.
- B.) The paint and finishes of all buildings and structures on each Lot shall be maintained. This includes, but is not limited to, the maintenance of fences, sheds, and homes.
- C.) All violations will be treated separately by the Architectural Control Committee and Board of Directors.
- D.) The HOA has the right (but is not required) to conduct any needed maintenance, repairs or restoration and assess the cost thereof to the Lot Owner.

2. Use of Property *(In accordance with the Covenants Article V: Use Restrictions & Article VII: General Provisions)*

- A.) Property shall be used for residential use only, except for home occupations.
- B.) Property shall not be used for hazardous activities.
- C.) No annoying light, sounds, or odors shall be allowed.
- D.) The HOA shall have the authority to determine whether the Property is not being used appropriately.

3. Pets *(In accordance with the Covenants Article V: Use Restrictions)*

- A.) A reasonable number of dogs, cats, or other domestic animals are allowed within each Property.
- B.) No pet shall be allowed to run at large, endanger or harass persons, property or other animals or constitute a nuisance or an annoyance to other Lot Owners or occupants.
- C.) The owner of any animal shall prevent it from disturbing the peace and quiet enjoyment of other Lot Owners by persistent barking, howling or other loud noise.
- D.) All pet owners shall clean up any excrement by their pets.
- E.) The HOA shall have the authority to determine whether any animal is a nuisance to any other Lot Owner, and whether the number of pets kept by any Lot Owner is reasonable.

- 4. Lots to be Maintained** *(In accordance with the Covenants Article V: Use Restrictions)*
- A.) Each Lot, at all times, shall be kept in a clean, sightly, and wholesome condition. No trash, toys, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot, the Common Area(s), or any street. A tree-swing and one basketball hoop is permitted on each Lot, as long as they are in good condition. Any other sporting or exercise equipment may be allowed on a case-by-case basis, as determined by the Board.
 - B.) The exterior landscaping of each unit must be maintained as to not allow the grass and vegetation to die due to neglect, or to become overgrown. In accordance with city ordinance, weeds and brush cannot exceed six inches in height and must be cut to within three inches of the ground.
 - C.) Trees and bushes must be trimmed as to not impede sidewalks, street signs, lights, and other public, common or neighboring element and property.
 - D.) No exterior changes will be allowed to any part of the exterior of any unit or Lot without the expressed permission of the Architectural Control Committee prior to the start of work.
 - E.) The HOA has the right (but is not required) to conduct any needed maintenance, repairs or restoration and assess the cost thereof to the Lot Owner.
- 5. Annual Assessment** *(In accordance with the Collection Policy for Annual and Special Assessments and Fines)*
- A.) The Annual Assessments are due on or before April 1st.
 - B.) A late fee of \$50 will be charged once any assessment is more than 30 days past due, unless an 18-month payment plan has been established.
 - C.) The past due assessment will also bear interest at the rate of eight percent (8%) per annum until paid, unless an 18-month payment plan has been established.
 - D.) An owner may enter an 18-month payment plan, with equal payments due each month. If any payment is missed, the late fee and interest rate will be assessed.
 - E.) A lien may be placed for non-payment. Please refer to Fall Valley Homeowners Association's Collection Policy for more information.
- 6. Fencing** *(In accordance with the Covenants Article V: Use Restrictions)*
- A.) Fencing shall be a maximum height of six (6) feet, be cedar picket, and shall be approved by the Architectural Control Committee prior to construction.
 - B.) Chain link fencing is not allowed, unless completely screened from public or neighbor view.
 - C.) Units sharing property lines with HOA common element fencing shall not place anything against the fence that would cause any harm or deterioration of common element fencing.
 - D.) No fencing changes will be allowed without the expressed permission of the Architectural Control Committee prior to the start of work.
 - E.) The HOA has the right (but is not required) to conduct any needed maintenance, repairs or restoration and assess the cost thereof to the Lot Owner.
- 7. Signs, Flags and Other Structures**
- A.) No permanent signs shall be permitted, and temporary signs shall not exceed 6 square feet.
 - B.) An Owner may display flags in accordance with the Colorado Common Interest Ownership Act (CCIOA).

- C.) No clotheslines, dog runs, drying yard, service yards, wood piles or storage areas are allowed to be visible from the street.
- D.) Any new structure or addition that is visible from the street, including sheds, must be approved by the ACC (See Rules 1).

8. Vehicle Parking, Storage and Repairs *(In accordance with the Covenants Article V: Use Restrictions)*

- A.) All recreational vehicles (including trailers, campers, boats, commercial vehicles, and motorcycles) must be stored behind a fence or in the garage.
- B.) No inoperable automobile or vehicle shall be stored or parked on the Property unless owned by property owner or occupant and stored behind a fence or in the garage.
- C.) Vehicle maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind may not be performed on the Property, unless done within a seven (7) day period or within completely enclosed structure(s).

9. Trash *(In accordance with the Covenants Article V: Use Restrictions & Article VII: General Provisions)*

- A.) No garbage, refuse, rubbish or cutting shall be deposited in the front area of the property, the Common Area, or any Lot unless placed in a suitable container, suitably located, and solely for the purpose of garbage pickup.
- B.) All containers shall be removed from the street within twenty-four hours of trash pick-up and stored so as not be visible from neighboring Lots. The annual spring clean-up and fall leaf clean-up are excluded from this rule.

Non-Compliance *(In accordance with the Fall Valley Covenant and Rule Enforcement Policy)*

Unless violation is a Public Safety or Health Violation as defined in the Fall Valley Covenant and Rule Enforcement Policy, or otherwise noted, the prescribed actions and fines for non-compliance with the Rules and Regulations are as follows. Non-compliance will be calculated per calendar year.

1st Violation: Friendly reminder about HOA rules and governing documents.

Continued or Subsequent Violation: Written warning with 30 days to correct non-compliance, as well as 30 days to contest perceived violation to the board. See Form at: <https://fvhoa.org/submit-a-form> to request hearing or to submit a written response.

After the initial 30-day warning, if the violation is not determined to have been resolved or is resolved and then repeated, the HOA will levy a \$50.00 fine. In addition to the fine, a \$50 per week fine may be levied in situations where the violation continues and does not come into compliance.

Another 30-day notice will be sent if the violation is not addressed, The HOA may also pursue all legally available remedies under Colorado law, including filing a lien, turning the account over to a collection agency, filing a lawsuit, and pursuing foreclosure on the property, in accordance with the Covenants, as well as the Collections Policy and Covenant and Rule Enforcement Policy.