

Hidden Valley Heights HOA

RULES AND REGULATIONS

The goal of the HVH Home Owners Association is to ensure that we have excellent quality of life for all residents. With that goal in mind, it is the responsibility of all owners, residents, and guests to adhere to a reasonable set of standards as defined below.

The purpose of these **Rules and Regulations** is to emphasize to all members of our community that we have an active and responsible Association and Board intent on improving our property values and making HVH a great place to live.

The following are the responsibility of everyone – residents, family, and guests – who uses the facilities and amenities of the Association.

General:

1. All regulations and policies approved by the Board of Directors shall apply to all owners, tenants, their children, and guests.
2. The normal procedure for failure to comply with these stated R&R's as well as the CC&R's is as follows:
 - When a problem arises, either from information recorded by access using the key fobs, information recorded on the surveillance cameras, or reports from other owners, the management company will issue a complaint letter identifying the problem to the relevant unit.
 - If the owner of that unit feels the letter is in error, then the owner has seven (7) days from receipt of the letter to negotiate and resolve the problem. If the issue is resolved through negotiation, then the management company will send a letter to the owner freeing the owner of responsibility relative to the problem.
 - If the problem is not resolved through negotiation, then the owner has seven (7) days to resolve the problem. This might include such solutions as registering an unregistered vehicle, cleaning up an area around the unit, or being liable for and paying for damages in common areas caused by the owner, tenants, or guests.
 - Should there be no owner response, a fine or penalty shall be applied.
3. Minors under the age of twelve (12) must to be under the supervision of an adult at all times in the pool area, clubhouse, and exercise room.
4. Owners and/or parents shall be responsible to the Association for any and all damages to the common areas by children, pets, or guests. Owners will be liable for all reasonable costs, including any legal fees, resulting from such actions.
5. Abandoned items in common areas and parking areas are considered a hazard and a nuisance. Should removal or towing be necessary, the owner will ultimately be responsible for costs involved.
6. Skateboards, rollerblades, and bicycles are prohibited in common areas and parking areas for the safety all residents and guests.
7. No unlicensed or off road type vehicles may be operated within the confines of the community.
8. Trash must be placed inside the trash receptacles and not thrown over the fence or left outside the collection compound.
9. The speed limit within the association area is 10mph.
10. The FCC allows all citizens the right to mount a satellite dish; however; they must be installed on the masts provided at each building. No penetration of the structures of the community for cable purposes is allowed. Cabling must pass through ports or windows.
11. Persistent violators of the CC&R's or R&R's will have their key fobs invalidated.

Owners' Regulations:

1. HOA fees are due on the first day of the month. They are considered late after the 5th day of the month, and a late fee will be assessed.
2. A late fee of 10% of the current dues assessment will be imposed for late payments. Interest will then accrue on outstanding accounts at a rate of 20%.
3. The management company will be responsible for handling accounts receivable. However, when the amount outstanding exceeds \$500, then the account will be issued with a lien. The account holder will also be assessed a legal service cost of \$300.
4. Returned checks will automatically be issued with a processing fee of \$50. Applicable late fees will also apply.

Leased or Rented Units:

1. All rental or lease agreements must be filed with the management company within fifteen days of the commencement of a lease agreement.
2. All lease or rental agreements should include the requirement that the lessee or renter shall follow and be responsible for all the CC&R's and R&R's of the Association. Owners or management companies must provide copies of these documents to lessees or renters.
3. Owners are responsible to provide the management company with current contact information.

Noise:

1. All residents have the right to quiet enjoyment of their units. No other residents shall infringe upon this right. This includes excessively barking pets, loud vehicles, and music.
2. Outside activities shall not occur between the hours of 10:00 pm and 7:00 am.

Common Area Regulations:

1. Common areas include: parking lots, grounds, pool area, clubhouse and exercise room, playgrounds, trash collection areas, fountains, front walkways, front porches, rear patios, and all landscaped areas.
2. The owner or resident is required to ensure that porches and rear patios are kept neat and clean. Clotheslines, gym equipment, doghouses, etc., are not allowed on front porches or rear patios.
3. No vehicles, laundry frames, doghouses, or other large items are allowed in or on any common area.
4. We would request that owners and residents be proactive in keeping the common areas clean and neat. If you see any trash or debris in any common area, please be sensitive and sensible and pick it up and dispose of in the trash area.
5. No permanent hangings or decorations can be put on front doors, porches, or attached directly to the units. If there are any questions about decorations, please call the management company for approval.
6. The back patio can be used for one (1) grill, and a small table plus up to four (4) chairs.

Parking:

1. Each unit is allotted two (2) parking spaces: one reserved covered space and one unreserved uncovered space. All residents must apply for a parking permit sticker from the management company.
2. If a resident is unable to park due to incorrect parking by another resident, owner, or guest, the management company has the right to have the incorrectly parked car towed with towing costs assessed to the owner of the incorrectly parked car.
3. Under normal conditions, guests can park in open spaces. However if an owner or resident is expecting more than two (2) guests by vehicle, the owner should obtain guests passes for those who are visiting the community. These should be obtained from, and returned to, the management company.
4. There shall be no repairing or washing of vehicles anywhere within the area.
5. Parking is for 4-wheeled, powered, vehicles and motorcycles. Other units, such as RV's trailers, etc., can be parked in the storage area when registered and with the relevant fee applied. Other guests with such vehicles must park these units outside the HOA area.
6. Please ensure your vehicle stays within the painted lines. Trying to protect a vehicle by parking in two (2) spaces will result in a warning letter.

Pool and Spa:

1. The open season is defined as Easter Weekend to the end of October. This includes both pool and spa. The pool hours are 7:00 am to 10:00 pm.
2. There is no lifeguard on duty at any time. All owners, residents, and guests swim at their own risk.
3. Minors under the age of twelve (12) must be accompanied by a parent or responsible adult over the age of eighteen (18).
4. No one under the age of six (6) may enter the spa.
5. Children who are not 'potty trained' need to have the proscribed diapers, rubber covers, and then sealed swimmers so that no 'accidents' occur in the pool area. Parents whose children have accidents in the pool shall be liable for any costs for repairs or re-sanitizing and refilling the pool.
6. Each entry to the pool must be based on the use of a key fob at the gate. Key fobs shall not be shared with guests or other residents. Violations may result in invalidation of key fobs. Should a resident have guests visiting them, guests may use the pool when the resident is also present. A maximum of three (3) guests is allowed.
7. Pool users will follow all posted rules in the pool and spa area.
8. No food is allowed in the pool or spa area. The only beverage permitted is water in a plastic bottle with a lid or top.
9. Problems of safety or health should be called in to the management company during business hours. If there is a real emergency, the management company phone message has an emergency number that can be called.

Exercise Room:

1. The exercise room is open at all times with access by the fob.
2. The exercise room is for the use of adult members of the community (16 years and older). Owners, residents, or guests who cause any damage or waste to the facilities shall have their key job invalidated and shall be liable for costs associated with repairs to the facilities. If legal action is necessary, the responsible party shall also be liable for reasonable attorney's fees and other legal costs.
3. If any of the equipment is not operating properly, please let the management company know.

Club House:

1. The club house hours are from 8:00 am to 10:00 pm. Access is by key fob. Owners, residents, or guests who cause any damage or waste to the facilities shall have their key job invalidated and shall be liable for costs associated with repairs to the facilities. If legal action is necessary, the responsible party shall also be liable for reasonable attorney's fees and other legal costs.
2. Children fourteen (14) years and younger must be accompanied by a parent or responsible adult over the age of eighteen (18).
3. Smoking or any type of tobacco, liquor and alcoholic beverages, and any controlled substance or narcotic, is banned from the clubhouse.
4. The clubhouse may be used for small groups, however a prior reservation needs to be made, together with a cleaning deposit of \$50, with the management company. The deposit will be returned after verification that the club house has been cleaned by the users. This use does not preclude the use of the clubhouse by other residents during the time of the reservation. Small group use will not be allowed past 10:00 pm.
5. The clubhouse can be rented by owners and residents for larger groups. The rental fee is \$100 plus a \$100 cleaning deposit, refundable when the management company has deemed the condition of the premises to be acceptable. This type of rental requires an agreement to be in place two (2) weeks in advance. The Management Company will then post a notice prominently on the front and back door one (1) week in advance that the clubhouse is not available for general use at that time. Large group reservation use will not be allowed past 10:00 pm. This type of use is only available to residents or owners who are current on their association dues and dines.
6. Noise levels for any club house use shall not be such that they may be considered as a disturbance by those close to the club house.