

Falcon Ridge Estates

Rules and Regulations

INTRODUCTION This copy of Falcon Ridge estates Homeowners Rules and Regulations is adopted in the provisions provided for in the declaration for Falcon Ridge Estates as recorded in Davis County.

The Board of Directors shall conduct the affairs of the Association in accordance with the declaration, Bylaws and Rules and Regulations.

Falcon Ridge Estates is a quiet, private way of life where responsible neighbors live harmoniously in close proximity. Rules and Regulations may not be the best solution to a problem but to prevent problems that involve Falcon Ridge members, Rules and Regulations must be addressed. There is no way to fully satisfy 32 different homeowners with different views. However, every effort will be made to administer the Rules and Regulations with wisdom and maturity, and integrity in accordance, when possible, with the consensus of all the homeowners of Falcon Ridge Estates.

→ **Homeowners Association Fees:** Monthly Fees are due on the first of every month. After tens days, a \$25.00 late charge will be assessed. Renters need to inform the HOA management if the fees are to be paid by them or from whomever is responsible for the unit. Payment of fees should be mailed to the following address and note Unit number. **Please note, late fees that are assessed are cumulative until they are paid. Non-payment of fees will result in liens against the property, court action or use of a collection service if applicable.**

Real Property Management, 75 N. Fort Lane, Layton, Ut. 84041

LIABILITY FOR DAMAGES Any damages to the limited common areas or the common areas caused by any homeowner, renter or guests will be the specific responsibility of the unit homeowner involved. **No homeowner or renter shall install or have installed, items such as satellite or radio antennas, and air conditioning units to any part of any existing unit structure with prior written consent of the HOA management. Removal of existing items such as swamp coolers also requires prior approval. Damages resulting from such installations or removals shall be the specific responsibility of the unit owner.** Litter and debris left in the common areas will also constitute damage. Litter also includes excessive amounts of cigarette butts, so please dispose them properly.

It is thus imperative that homeowners carefully select and counsel their tenants if they are going to lease their unit.

In the event that a homeowner objects to the responsibility for damages, he/she shall have the right to a hearing as set forth in Article XI of the Declaration (Maintenance of Units).

STORAGE/APPEARANCE The storage of gasoline, grease, oil or trash in or around the building is absolutely prohibited.

Each vehicle owner is responsible for keeping the area under his or her vehicle reasonably clean while parked in the Common Area.

No storage of any kind is permitted in or on the common areas or limited common areas, i.e. walkways, decks or patios without approval from the Board of Directors.

Exceptions: items that will be approved to be kept on an individual's porch is: in limited quantities, plant pots, appropriate patio furniture, i.e. a couple of chairs, small table.

Owners are responsible for keeping their porches clean and neat in appearance. This means swept, washed if necessary, free of debris (old newspapers, cig. butts, excessive clutter), appropriately decorated with furniture and plants if you choose.

NUISANCES No noxious or offensive activity including, but not limited to the repair of motor vehicles, shall be carried on, in or upon any lot or the Common Area, nor shall anything be done therein which may be or become an unreasonable annoyance or a nuisance to another owner. No loud noises, noxious odors, or unsightly sights shall be permitted on the properties and the Board of Directors shall have the right to determine, in accordance with the bylaws, what activity constitutes a nuisance. Without limiting the generality of any of the foregoing provisions, no exterior speakers, horns, whistles, bells or other sound devices (other than security devices used exclusively for security purposes), noisy or smoky vehicles, large power tools, off-road motor vehicles or other items which may unreasonably interfere with television or radio reception of any Owner of the Properties, shall be located, used or placed on any portion of the Properties, or exposed to the view of other Owners without the prior written approval of the Board of Directors.

SIGNS No sign, poster, display, billboard or other advertising device of any kind shall be displayed to the public view on any portion of the Properties or any Lot, without the prior written consent of the Board of Directors, except one sign for each dwelling unit of no more than three (3) feet by two (2) feet advertising the property for sale or rent, or except signs, regardless of size, used by the Declarant, its successors or assigns, to advertise the Properties during construction and sales periods. The Board of Directors shall approve the location of signs utilized by the developer.

All signs or billboards and billboards and the condition promulgated for the regulation thereof shall conform to the requirements of the Clearfield City ordinances.

TRASH No rubbish, trash, garbage or other waste material shall be kept or permitted upon any lot or Common Area, except in sanitary containers located in appropriate areas concealed from view, and no odor shall be permitted to arise there from, so as to render the Properties or any portion thereof unsanitary, unsightly, offensive or detrimental to any other property in the vicinity thereof or to its occupants. There shall be no exterior fires whatsoever except barbecue fires contained within receptacles designed for such. No clothing or household fabrics shall be hung, dried or aired in such a way in the Properties as to be visible to other property and no lumber, grass, shrub or tree clippings or plant waste, metals, bulk material or scrap, refuse or trash shall be kept, stored, or allowed to accumulate on any portion of the Properties except within an enclosed structured or appropriately screened from view.

TEMPORARY BUILDINGS Other than the grounds maintenance shed, no outbuilding, basement, tent, shack, shed or other temporary building or improvement of any kind shall be placed upon any portion of the Properties either temporarily or permanently. No garage, trailer, camper, motor home or recreational vehicle shall be used as a residence in the Properties, either temporarily or permanently.

PARKING AND VEHICULAR RESTRICTIONS Condominium parking is limited and is for residents and their visiting guests only. Limited parking refers to one space within the unit's garage and one outside. Parking is designated behind each unit with the exception of Building "B". Units having converted garages does not constitute right to park in front of units. To be in compliance with Clearfield City ordinances, parking areas will be striped for assigned resident parking. There is limited or no visitor parking in some areas. Vehicles parking in assigned resident spaces once completed are subject to towing at owner's expense. Vehicles must be licensed, operable and used routinely (no storage of vehicles). Any inoperable vehicle(s) must be stored only in unit garages or moved to the area adjacent to the garages below Unit "G". Unlicensed or inoperable vehicles not removed from residential parking areas after 72 hours will be towed at the owner's expense. Visitors staying more than 7 consecutive days must check in with management. **Residents should ensure that ample parking remains available for Falcon Ridge owners/residents when having guests.**

No owner or resident of a unit shall park any vehicle except within the areas designed for such, (garages, driveways and designated off street parking). No owner/resident shall park, store or keep on any property or street (public or private) within the Properties any large commercial type vehicle (dump truck, cement mixer truck, oil or gas truck, delivery truck and any other vehicular equipment mobile or otherwise, deemed to be a nuisance by the Board) - The above excludes trucks with small campers or small pickup trucks used for everyday type transportation, which may be parked in a driveway, garage or other designated off street parking. There shall be no overnight parking except in designated areas (driveways, garages, and designated off street parking areas).

No recreational vehicle shall be stored on the property, except that, which will fit wholly within the garage without interfering with the operation of the garage door.

Parking for recreational vehicles will be allowed for a period of 24 hours, before and after use, within the Property, providing the vehicle does not interfere with any other owner's access to the Property. The 24-hour period before and after shall be used to allow the owner to clean, load and unload their vehicle.

No owner or resident of a Unit shall conduct major repairs or major restoration of any motor vehicle, boat, trailer, aircraft, or other vehicle upon any portion of any lot, unit, or upon the common area.

If you have a vehicle that leaks, please be courteous and put something, under it while parked in the Common Area.

The area adjacent to the garages below Unit "G" is to be used for temporary parking of "extra" or unregistered vehicles unless otherwise designated. This area is used at the owner's risk and the HOA is not responsible for damage or thief.

ANIMAL RESTRICTIONS No animals, livestock, reptiles, or poultry of any kind shall be raised, bred or kept on any lot or the Common Area, except usual and ordinary dogs, cats, fish, birds, and other household pets in reasonable quantities. As used in these restrictive covenants, reasonable quantities shall mean no more than two (2) pets per household. Any Owner or resident who desires more than two pets must submit a written request to the Board of Directors, or appointed committee, who then must approve or disapprove such requests. **Size of all pets shall be limited to 25 pounds max. weigh fully grown. Breeds and types of animals may be restricted as determined by majority consensus of the owners.** Any Owner or resident shall be absolutely liable to each all remaining Owners, their families, guests, tenants, and invitee, for any unreasonable noise, damage to person or property caused by any animals brought or kept upon the Properties by an Owner or by members of his family, tenants or guests; and it shall be the absolute duty and responsibility of each such Owner or resident to clean up after such animal, which have used any portion of the Common Area.

Owners or residents shall maintain control of their pets at all times while in the Common Areas. No pet, whether inside of a unit or in the Common Area, shall be allowed to become a nuisance to any other property owner. Also, pets will not be tied up in any portion of the Common Areas. **In accordance with Clearfield City ordinances, all dogs will be kept on a leash and not allowed to roam freely throughout immediate unit or common areas.**

WINDOW COVERINGS Appropriate window coverings must be used, such as blinds or curtains. Blankets or sheets hung over windows will not be allowed for more than two weeks.

Speed limit in all HOA driveways and parking areas is 5 MPH.

CHILDREN are welcome however, parents are responsible for their children's supervision and are liable for damages and clean up. For safety reasons, children should not be allowed to play on or around stairs, railings or rock retaining foundations.

→ **SKATEBOARDS, SCOOTERS & ROLLERBLADES** not are permitted to be used on any Falcon Ridge Estates area walkways or stairways. The HOA cannot be held responsible for injuries sustained when using the fore mentioned items

ENFORCEMENT OF RULES & REGULATIONS In accordance with the Declaration pg. 14, section 2, Powers and Duties & section 3, Special Powers and Duties, the Management Committee may do what it takes to enforce these rules.

→ **OWNER INFORMATION LETTER** Within 2 weeks of purchasing or moving in here at Falcon Ridge Estates, owners and/or renters will fill out and return an owner/renter information letter. This letter will also be updated within 2 weeks if an owner's renter status changes. **This information is necessary in case of emergencies or building damage due to fire etc.** Owner/Renter information letters should be sent to Real Property Management 75 N. Fort Lane, Layton, Utah 84041

CHANGES TO RESTRICTIONS These restrictions may be changed or modified from time to time by the Homeowners Association.

K. Jeff Mendinhall

H.O.A. PRESIDENT SINCE OCT., 2008