

10/7/2024

Falcon Ridge Homeowner's Rules and Regulations

FALCON RIDGE VILLAGE PLAT 2

REVISED: 5/23/17; 8/20/18; 1/12/20; 4/21/20; 5/24/21, 10/07/24

1. Falcon Ridge Village Plat 2 Townhome Owners Association Rules and Regulations Each Owner shall comply with and shall cause each of such Owner's guests or tenants to strictly comply with all the provisions of the Declarations, Articles, Bylaws and Rules and Regulations of the Association. All decisions and resolutions of the Association or the Board, as the same may be lawfully amended from time to time. Failure to provide tenants with a copy of the Association documents do not waive responsibility for adhering to said documents. All fines are issued to Owners, not tenants, and become an automatic lien on their title.

HOMEOWNER ASSOCIATION:

1. Only homeowners can serve on board. Homeowners with delinquent dues may not run for the Board of Directors or vote at annual meetings. Any current board member who is delinquent in their dues will be removed from the board.
2. Association dues are due on the 1st of each month. They are considered late if received after the 15th of the same month. If not received by the 15th of the month, a late fee of \$25.00 will be automatically applied.
3. ACH automatic withdrawal can be set up by signing into;
<https://www.cognitofrms.com/GullingPropertyManagement/ACHStartService>
 - a. Start.
 - b. Fill out.
 - c. Submit.
4. Any homeowner who has an outstanding balance of \$500.00 or more shall be turned over to a third-party collections company and shall be subject to additional fees and/or garnishment of wages.
5. A non-sufficient funds charge of \$25 will be billed to the homeowner for any returned ACH or check payment.

Note: Past due Association dues including late fees, assessments, etc. are an automatic lien against the property per Iowa law.

FALCON RIDGE VILLAGE PLAT 2

REVISED: 5/23/17; 8/20/18; 1/12/20; 4/21/20; 5/24/21;7/1/24.

COMMON GROUNDS:

1. Residents/Owners are to leave all common areas in an orderly condition. Common area is defined as yards, driveways, streets, guest parking, turnarounds, and additional grassy areas.
2. All private property shall be stored in the garage or the resident's unit. The exception is outdoor cooking equipment, potted plants, and patio furniture.
3. No bicycles, toys or other private property shall be stored in any of the common areas.
4. Per FIRE CODE CHAPTER 161 SECTION 161.10, propane grills, must be six (6) feet away from the siding to prevent melting of the siding. Melted siding will be repaired at the owner's expense. **Charcoal grills, fire pits, or any open burning is not allowed at Falcon Ridge II.**
5. Children pools, basketball hoops, or anything that could potentially kill the grass must be removed from the grassy area at the end of the day.
6. Any changes to the exterior of the house must have prior board approval. Without approval you will be asked to change it back to the original condition.

GENERAL RULES:

1. Owners are personally responsible and liable for any damage to the Association property caused by any Resident/Owner or their guests.
2. Trash and recycle tote bins must be stored inside the garages of each unit.
3. Per city ordinance, trash and recycle bins may be placed in the common areas up to 12 hours before the scheduled weekly pickup and must be removed within 12 hours after the pickup.
4. The association will be responsible for the repair and maintenance of all common areas.
5. The common areas are all portions of the properties which are not included within a lot (including paving, sewers, and municipality or municipal agency.)
6. The association shall be responsible for:
 - a. The exterior of the residential structure upon a lot, excluding windows and doors.
 - b. The structural portion of the residential structure upon a lot.
 - c. The roof and foundations of the residential structure upon the lot.
 - d. Any common wall between the residential structures upon a lot except the interior surfaces thereof.

- e. Maintenance of all grassy areas of a lot. All common areas of Falcon Ridge II property including trees on the common area.
- f. Driveways.
- g. Any fence constructed by the declarant or association and owned by the association.
- h. Conduits, ducts, plumbing, wiring, pipes, and other facilities within the lot but outside a residential structure which carries any service to more than one lot.
- i. Street signs owned by the association, including such signs located on property owned by the City of Altoona.
- j. Irrigation system maintenance and repair on common areas and any/all lots; and the sidewalk and property located between a street curb and abutting lot.

5. For maintenance repairs to the exterior of the homes and common grounds, can be set up by signing into

<https://www.cognitofirms.com/GullingPropertyManagement/MaintenanceRequestForm>

Homeowner's Responsibilities:

Maintenance and Repair:

Owners shall be responsible for the maintenance, repair, and replacement of the following items:

- a. All windows and screens in the living unit shall be in good repair.
- b. All doors leading into the living unit.
- c. All patios attached to the living unit.
- d. Heating and air conditioning systems
- e. All interior walls
- f. All doors and interior surfaces of any garage
- g. Garage doors and mechanicals (including garage door openers) are the responsibility of the owner. No boats, snow mobiles, recreational vehicles, trailers, or other vehicles other than automobiles and motorcycles shall be stored or parked in any driveway. No bicycles, toys, or other private property shall be stored out in the open or along buildings, walls, or other locations in public view.
- h. Fireplace Chimneys, Furnace Flue, Bathroom Vents, and appliance venting.
- i. Blocked dryer vents are a fire hazard. The property manager will assist in scheduling the vendor. Dryer vent cleaning will take place every two years for each entire building. Cost will be charged to each homeowner. This will be done every odd year.
- j. All clogged drain lines due to human waste or products will be charged to the owner and not paid by Falcon Ridge II HOA. The HOA will pay for any exterior settling of sewer piping or tree roots.
- k. If an owner or renter causes the need for maintenance or repair of any association responsibility element, the cost of the maintenance or repair shall be the responsibility

of the owner. Any repairs to Falcon Ridge property must be done by a qualified and licensed contractor.

FALCON RIDGE VILLAGE PLAT 2

REVISED: 5/23/17; 8/20/18; 1/12/20; 4/21/20; 5/24/21; 7/1/24.

7. Fireworks are not allowed at any time per City of Altoona FIRE CODE CHAPTER 161 SECTION 161.19 PARAGRAPH 3.

The City of Altoona deems the use of first-class consumer and second-class fireworks as a threat to public safety or a nuisance to landowners and therefore prohibits the use of first-class and second-class consumer fireworks. It shall be unlawful without a state issued license for any person to offer for sale, expose for sale, sell at retail or use or explode any explosives, explosive materials, first-class consumer fireworks, and second-class consumer fireworks within the corporate limits of the city.

8. Be respectful of your neighbors. During the hours of 10pm through 7am, quiet time is observed in which residents are not to play loud music or cause disruptive behavior. Residents are also responsible for keeping their pets quiet from excessive barking. Excessive noise from vehicle horns, stereos and exhaust systems is not permitted. Any violations will be managed by the Altoona police based on complaints.

GARAGES:

1. Residents/Owners are prohibited from using or storing excess quantities of any of the following items in the garages:

- Flammable materials and liquids.
- Combustible materials.
- Materials identified with hazardous labels.
- Compressed gases

2. Using your entire garage for storage is not a valid reason to use visitor parking or to keep your trash bin outside.

3. Outside lighting is the responsibility of the owner. If your bulbs burn out, please replace ASAP. Colored bulbs are not allowed on the outside of your garage but are allowed on your porch if desired. If you need assistance, please contact property management. Properly lit areas help to provide safety for all residents.

LANDSCAPING:

1. Approval must be obtained from the Board prior to installing custom landscaping/bushes/trees.

2.If you plan to dig, you MUST contact IOWA ONE CALL 1-800-292-8989.

3. Yard signs must be within a landscaped area so that they do not obstruct any lawn care or snow removal. They can only be up for thirty (30) days.

4. All landscaping directly surrounding structure is the homeowners responsibility.

5. Plantings should be neat and weed free.

6. If a homeowner should decide that they no longer wish to maintain the area around their home, they can remove it and replace it with grass to be maintained by the lawn care service. This removal and replacement of grass will be at the Homeowner's sole expense with payment due prior to removal. Mulch or rock can also be used in place of grass to be maintained by the homeowner. Contact property management for details on removal/replacement.

7. Should any of the landscaping that is to be tended to by the homeowner is determined by the Board of Directors and/or Management Company to appear unkept by May 15th, will receive a letter of the infraction and will be given 2 weeks to comply or will be assessed a fine of \$50 for every week that it is unkept past May 15th.

8. The homeowner has the option of removing the porch fence(s) from their house. If done, the fence becomes the property of the homeowner to do as he/she chooses. If stored on site, it must be stored out of sight. The homeowner is responsible for repairing any damage from the removal of the fence. Plantings may be moved to accommodate the fence removal. However, no concrete or paving stone is to be poured or put on to increase porch size. Contact Gulling Property Management for more information before removing your porch fence. Failure to do so may result in damage to the structure that will be the responsibility of the homeowner to repair.

VEHICLES:

1. Vehicles must proceed slowly and not exceed the **15** miles per hour speed limit. Proceed with caution to avoid pedestrians, pets, and vehicles.

2. Repairs and or maintenance of vehicles (other than changing a tire or washing your vehicle) are not permitted on the property at any time. (this includes changing your oil)

3. Any abandoned, disabled, or non-operating vehicles will be towed away at the owner's expense.

PARKING:

1. Residents should park in their respective driveways or garages.
2. The remaining parking spots are for visitors only and are meant to be temporary in nature. They are not to be used by homeowners without permission from the board. There is a 7-day limit unless prior arrangements have been made with the HOA or management company.
3. Illegally parked cars will be subject to fines/towing and impoundment as allowed by Iowa law without prior notice to the owner. Any fees being borne by the owner of the vehicle.
4. No parking in fire zones.

FALCON RIDGE VILLAGE PLAT 2

REVISED: 5/23/17; 8/20/18; 1/12/20; 4/21/20; 5/24/21; 7/1/24.

6. No parking in any turnaround area of the streets during snow removal. Parking at all other times is allowed if it does not curtail the ingress/egress of the adjacent driveways. Parking in these areas is at your own risk and Falcon Ridge Village is not responsible for any damage to your vehicle or property.
7. There is no parking in any grassy areas, sidewalks, or in any non-designated parking area.
8. Parked vehicles in the streets shall not obstruct ingress/egress of any driveway. Vehicles in violation are subject to immediate towing, without notice. Street parking should be temporary in nature.
9. Vehicles are not allowed to park in front of the mailboxes or in front of fire hydrants per FIRE CODE CHAPTER 161 SECTION 161.11. Vehicles in violation are subject to immediate towing, without notice.
10. No boat, snowmobile, recreational vehicle, trailer, or other vehicle other than Automobiles or motorcycles shall be stored or parked in any driveway or street.
11. All vehicles parked in driveways or streets in the complex must be in immediate operating condition.
23. Any abandoned or unauthorized vehicle will be towed at the Owner's expense without prior notice to the Owner. Per city code ORDINANCE NO. 03-21-2011 #1 (332) pertaining to property maintenance, an abandoned vehicle is one left on private property longer than 24 hours without moving and without permission.
13. Vehicles should not be parked in areas not given specific permission by the parking rules. This is for traffic safety in the complex and to ensure appropriate access to all units by emergency vehicles.

PETS AND BIRD FEEDERS:

1. Any part of the City of Altoona code Chapter 55 ANIMAL PROTECTION AND CONTROL which is more restrictive than the Covenants is enforceable within Falcon Ridge Village Plat 2.
2. Pets are limited to two per unit. All animals are subject to ORDINANCE NO. 08-18-2014 #02 (396) regarding dangerous and vicious animals.
3. Any damage done by any pets including dragging chains, digging, scratching, or chewing shall be the responsibility of the owner of the pet, including, but not limited to damage done to landscaping or sod.
4. Pets in each unit shall be maintained at a level where they are under complete control and care for the occupants and are no nuisance from noise, disposition, odor, or trespass to all other unit Owners within the property or parties passing by the property. The association maintains the right to ask for the removal of any pets as needed for the repetitive violation of rules or cause of damages. Nuisance/dangerous dogs, as defined by City of Altoona code Chapter 55 ANIMAL PROTECTION AND CONTROL 55.08 ANNOYANCE OR DISTURBANCE. It is unlawful for the owner of a dog to allow or permit such dog to cause serious annoyance or disturbance to any person or persons by habitual howling, yelping, barking, or otherwise; or, by running after or chasing persons, bicycles, automobiles, or other vehicles.
5. Leashes are not to be attached to any part of the structure, including porch fences.
6. Owners shall bear the full responsibility for pets, including but not limited to following city ordinance regarding controlling your pets when your pets are outside. Whenever the pet is outside, it must be maintained on a leash or contained within an invisible fence.
7. No dog runs, or dog houses will be permitted. No pets shall be kept, for any length of time, in the garage. Invisible fencing is allowed with prior board approval and at the homeowner's expense, but there must be signage visible for a passerby to see. The Owner, Renter, Tenant shall be responsible for maintaining the invisible fence and will not hold the Association responsible for any damage that may or could happen during any services upon the property.
8. Any person owning or keeping a pet shall be responsible for and shall always clean up any waste from such pets on Common Areas and Common Elements. Failure to do so in

a prompt, reasonable manner shall result in a fine(s) to the Owner of the Unit.

9. Bird feeders are allowed.

10. Any complaints shall be brought before the Board, which shall have the right to prohibit the pets continued habitation on the property if further complaints occur. Fines may also be issued to Unit Owners per the below enforcement schedule.

HOLIDAY DECORATIONS:

1. Holiday decorations are allowed but must be taken down and lighting turned off within thirty (30) days of the holiday. If inclement weather persists, exceptions will be managed on a case by case situation. Our goal is to have all lighting removed no later than March 1st each year.

SATELLITE DISHES:

1. Any homeowner wishing to have a satellite dish installed must contact the property management company for the designated and approved location. An authorization form will be provided to the homeowner. Anyone not getting prior authorization will incur a fine/fee.

FALCON RIDGE VILLAGE PLAT 2

REVISED: 5/23/17; 8/20/18; 1/12/20; 4/21/20; 5/24/21; 7/1/24.

2. No satellite dishes may be attached to any part of the exterior of a Unit. The designated area moving forward does NOT include the roof. All dishes are currently installed upon roofs. as of 02/06/16 are grandfathered in.

3. The Unit Owner is responsible for any damage caused by the installation or removal of any satellite dishes.

4. Failure to remedy any violations to the above Satellite Dish requirements within thirty (30) days of notification will be assessed a \$100 fine per month until corrected.

5. Dishes must be marked with ownership and removed upon the sale of the unit. A \$100 fine will be placed on the final accounting of the seller until notification that the dish has been removed, leaving the bracket so as not to cause damage to the roof. The fine will then be rescinded. Said fine is an automatic lien against the title and will prevent the closing of the sale.

SNOW REMOVAL:

1. Driveways, sidewalk, front entry will be cleared in the event of two (2) or more inches of

snowfall and drifting have stopped. The removal will begin after the snow showers have subsided and will be completed within 24 hours.

2. Vehicles are to be parked inside garages during any period of snowfall to allow a clear access for snow removal.

3. Any driveway blocked by parked vehicle(s) will not be cleared of snow. Snow removal will then be the responsibility of the Unit Owner.

4. In the event there is a vehicle in the guest parking, that vehicles owner will be responsible for shoveling the snow in that area. If they fail to do so, they will be fined.

5. We are not the snow removal company's only customer. If your driveway is not plowed by the time you leave for work, please be patient and courteous as they are working. diligently to get all units completed in a timely manner.

6. Ice melts on drives and walkways will be used on a as needed basis. We use minimal ice. melt as it kills the grass and leaves pits in the pavement. If you feel you need more, you. are welcome to put down your own or use kitty litter.

RENTAL UNITS:

1. No further rentals are allowed at this time. Rentals in place as of 2/8/2016 are grandfathered in and not subject to this.

2. Owners who rent their units must have, at a minimum, a one (1) year lease.

FALCON RIDGE VILLAGE PLAT 2

REVISED: 5/23/17; 8/20/18; 1/12/20; 4/21/20; 5/24/21; 7/1/24.

3. Renters cannot have any pets in their unit, prior to 3/1/2020 are grandfathered in and not subject to this rule.

4. The lease must identify all terms of the lease, the name and contact information of both the lessor and the lessee; and the permanent address and contact information of the unit owner. If the owner of the rental unit does not remain in good standing with the board or fails to respond to the board concerning information requests, fails to maintain, the property, or fails to address complaints about rule violations by the tenant, the privilege to rent may be permanently revoked by the board.

5. Owners are always ultimately responsible for their tenants and units.

6. Owners are responsible for notifying Tenants of Association related information received from the property management company.

7. Owners are responsible for making sure their tenants receive a copy of the Covenants and Rules and Regulations.

8. No Owner shall own more than two (2) units in the Association at any given time, prior to 3/1/2020 are grandfathered in and not subject to this rule.

PENALTIES AND ENFORCEMENT:

1. Residents/Owners violating any of these rules:

- a. First violation will result in a written warning via e mail or USPS mail.
- b. Second violation will result in a fine of \$50 per violation.
- c. Third violation will result in a fine of \$100 per violation.
- d. Fourth violation will result in a fine of \$200 per violation per day until the violation is remedied.

2. Appeals of any violations can be submitted in writing to the property management company who will then forward on to the Board of Directors for consideration. All homeowners are encouraged to attend Board meetings to appeal a violation.

3. All penalties that are levied for failure to comply with these rules are to be paid promptly. Penalties will include the HOA fees as well as any property management fees incurred to result compliance. All unpaid fines are automatically attached as a lien to the property per Iowa law.