

Lava Falls Subdivision

Nampa, ID 83686-3801

HOA Rules and Regulations and Violation Enforcement Policy

Please Read Carefully

The Lava Falls Home Owners Association has adopted the following rules and regulations and violation enforcement policy.

NOTE: Nothing in these rules and regulations and violation enforcement policy is intended to supersede the requirements in the *Declaration of Covenants, Conditions & Restrictions for Lava Falls Subdivision (CC&R)* of the Lava Falls Homeowners Association, or applicable City of Nampa ordinances and Idaho state laws.

NOTE: The CC&R requires the HOA Board and the Architectural Control Committee to review and approve all major changes and improvements to a home's exterior or lot. These changes include, but are not limited to, change of exterior home paint color, major changes to exterior home appearance, additions to a home, re-roofing of a home, solar panels, generators, antennas, fences, walls, storage sheds, window awnings, patio covers, other structures and major changes to front yard landscaping. These items are not covered herein.

Rules and Regulations

Purpose. The rules and regulations listed below are intended to serve as a reminder for all residents and homeowners of our joint responsibilities to maintain a safe and attractive community:

1. Trash and Recycle Bins. (1) Trash and Recycle Bins should be placed on the street no earlier than the afternoon before trash day and must be removed no later than one day after collection. (2) Trash and Recycle Bins should be stored inside the garage or behind the side yard fence and may not be visible from the street. (*CC&R Section 4.2*)
2. Rubbish and Debris. No Rubbish or debris of any kind shall be placed or permitted to accumulate anywhere upon the property, including common areas and vacant lots. This includes car bodies, discarded appliances, or any other unsightly materials. (*CC&R Section 4.2*)
3. Sidewalks. Obstruction of sidewalks is not permitted. (*CC&R Section 4.2*)

4. Vehicles. Vehicles such as cars and pickup trucks may be parked on your driveway and should not extend into the sidewalk. Vehicles must be kept in good repair and should not leak fluids that would result in unsightly stains on your driveway or on the street and the vehicle must not be a visible eyesore. (*CC&R Section 4.2 and 4.6*)
5. Other Vehicles. Boats, RV's, trailers, all-terrain vehicles and similar recreational equipment, and haulers shall not be parked in your driveway or in the street for more than 72 hours. These vehicles shall be stored in a garage or behind a fence and in the back or side yard. In addition, no RV, Camper, trailer, tent, shack, garage, or accessory building shall be used as a temporary or permanent residence. (*CC&R Section 4.6*)
6. Extended Parking. The HOA recognizes that there may be special circumstances in which a need exists to have a recreational vehicle parked outside of designated authorized areas for a duration that exceeds the allowable time frame of 72-hours. *For example, when friends or relatives come to visit and they are driving such a vehicle.* In such cases, please submit to the HOA board a request for temporary variance on this issue. Please include your address, the type of vehicle that will be parked, total duration of time needed and the reason for seeking a variance. The HOA Board will respond within a reasonable time. (*HOA Board*)
7. Commercial Business. No residential dwelling unit shall be used at any time for commercial or business purposes, except for such "in-home" commercial or business purposes allowed by law, provided that (1) no signs relating to said commercial or business activity shall be displayed where visible from any road within the Subdivision, and (2) such business or commercial activity does not require customer or client traffic. (*CC&R Section 4.8*)
8. Animals. No animals, livestock, birds, insects, or poultry of any kind shall be raised, bred, or kept on any Lot. Only domesticated dogs, cats or other small household pets which do not unreasonably bother or constitute a nuisance to others may be kept. All domesticated dogs shall be kept in an enclosed fence or on a leash and shall not be allowed to run free in the Subdivision. (*CC&R Section 4.9*) Homeowners may have a maximum of two dogs, two cats, or one dog and one cat. (*HOA Board*) All dogs shall be licensed. (*City of Nampa Ordinances 4076,4165,4359, 4428, and 4671*)
9. Front Yards. Front yards are to be kept looking attractive by regularly mowing lawns, removing weeds, trimming plants and trees. (*CC&R Section 4.11(a)*)
10. Snow and Ice. The driveway and sidewalk in front of the home must be cleared of snow and ice in a timely manner. The city recommends removing snow as the weather breaks. Do not shovel snow onto the street or someone else's property. (*City of Nampa, ordinance 4340*)

11. Speed Limit. The speed limit in the subdivision is 20 MPH. (*City of Nampa, ordinance 4247*)
12. Noise. No noise that is a nuisance to other residents is permitted in the Lava Falls subdivision (*CC&R Section 4-2 and 4-6*). After 11:00 p.m. and until 7:00 a.m. the following day, noise that is plainly audible to other residences should cease. This includes noise from voices, musical instruments, horns, radio, loudspeakers, automobiles, or other machinery. (*City of Nampa, ordinance 2415*)
13. Mailboxes. No parking is allowed in front of mailboxes that would obstruct access. (*CC&R Section 4.2 and HOA Board*)
14. Yard Sales. The City of Nampa allows residents to conduct yard sales once per quarter provided each sale is not conducted for more than 3 days at a time. (*City of Nampa, ordinance 4617*)
15. Storm Water Detention Basins. The two storm water detention basins are meant to collect storm water during heavy rain. These basins are not meant to be play areas for children. (*CC&R Section 6.6(a)*)
16. Holiday Decorations. Holiday decorations should be removed at the end of the holiday season. Professionally installed Permanent lights are an exception to this rule. (*HOA Board*)
17. Political Signs. Political signs advocating for a candidate or ballot measure should be removed promptly after election day from a member's property. (*State of Idaho, Homeowners Association Act, 55-3209*) Political signs may not be placed in the Lava Falls subdivision common areas. (*Lava Falls Articles of Incorporation, Article VI, Limitations*)
18. Flags. Residents may fly the following flags from a flagpole attached to their dwelling or to a stand-alone flagpole: the flag of the United States of America; the flag of the state of Idaho; the POW/MIA flag; or an official or replica flag of any branch of the United States armed forces. (*State of Idaho, Homeowners Association Act, 55-3210*). The preceding does not preclude residents from flying other flags such as seasonal, holiday, sports team, or another flag at appropriate times during the year. Flags should be in good taste and uphold community standards to preserve and maintain property values and keep our community attractive to prospective buyers.
19. Open Fires: The City of Nampa allows residents to burn garden and tree trimmings, weeds, branches, and untreated wood. A permit from the Nampa Fire Protection District is required. However, because lots in the Lava Falls Subdivision are small and houses very close to each other, the associated smoke from such fires represent a nuisance to adjacent homes and is therefore prohibited. (*CC&R Section 4.6*)

20. Barbeques and Firepits. Charcoal, Wood burning, natural/LP gas barbeques and firepits are permitted by the city of Nampa. The HOA Board recommends a smokeless firepit. (*HOA Board*)
21. Basketball Hoops. No basketball hoops shall be attached to a dwelling unit or mounted on a permanent pole. A portable freestanding basketball hoop is allowed providing the basketball hoop is maintained in good condition, does not block the sidewalk, or is placed in the street. It is highly recommended that portable freestanding basketball hoops be brought into the garage or moved to the backyard during seasons when not in use. (*HOA Board*)

VIOLATION ENFORCEMENT POLICY

General: Each Home Owner and occupant of a dwelling unit in our Lava Falls subdivision have acknowledged, by acceptance of a deed to their property, agreed to abide by the *Declaration of Covenants, Conditions & Restrictions for Lava Falls Subdivision (CC&R)*. Article VI, particularly Section 6.6 identifies the duties of the Lava Falls Homeowners Association (HOA) which includes, among other duties, the duty to enforce the restrictions and rules identified in the CC&R or adopted by the HOA Board. In addition, this enforcement policy is written to comply with Idaho Statute Title 55, Chapter 32, Section 55-3206.

Policy: The Lava Falls HOA Board has adopted this *Violation Enforcement Policy* to provide a uniform and consistent process to handle violations reported to the board.

Fines: Article VII, Section 7.8 of the CC&R grants the Lava Falls HOA Board the authority to levy fines on any owner for specific violations of the CC&R and any related or referenced design guidelines or Association Rules. To levy a fine on a homeowner the following conditions must apply:

1. A majority of the Board votes in favor of imposing the fine on the Owner for such violations:
2. Written notice by personal service or certified mail of the meeting during which such vote is to be taken shall be made to the Owner at least thirty (30) days prior to the meeting; and
3. In the event the Owner begins resolving the violation prior to the meeting, no fine shall be imposed so long as the Owner continues to address the violation in good faith until fully resolved.

In addition, no part of this policy shall affect any statute, rule, covenant, bylaw, provision, or clause that may allow for the recovery of attorney's fees. Any monetary fine will be considered a "Limited Assessment" as described in the Lava Falls Homeowners' Association CC&R Section 7.5.

The HOA Board approved fines and penalties are listed in Table 1. It should be noted that the homeowner has 30 days to correct the violation after receiving the first notice. If the violation is not corrected and a second notice is issued, then the homeowner will be informed of the fine to be imposed if the homeowner does not correct the violation in the next 30 days. If the homeowner does not correct

the violation 30 days after receiving the second notice, a third notice will be issued and the homeowner will be informed of the associated penalties and potential legal action.

Table 1 Board Approved Fines and Penalties

Nature of the Violation	Fine or Penalty
Trash and Trashcans	Fine of \$10.00 (third notice)
Yard, Weed, and Grass	Fine of \$50.00 (third notice)
Fence Damage	Fine of \$50.00 (third notice)
Trailers, RV's, Boats	Fine of \$100.00 (third notice), thereafter \$25 per day until corrected.
Home Structural Damage	Fine of \$100.00 (third notice), thereafter \$25 per day until corrected.
Non-Descript violations	Fines will be reviewed by the HOA Board on a case-by case basis

Reports of Violations: The HOA Board will receive monthly reports of violations from Riverside Management Company after they conduct a drive by to inspect the subdivision, or from violations reported to Board members or received by email sent to: riversideboise@aol.com. All violations will be recorded when first noticed or reported. When reporting a violation the Homeowners may request that their identity remain anonymous.

First Notification of Violations: The board will take into consideration if the violation was a result of a personal emergency, illness, employment, financial, and other factors as appropriate. The board will then decide by majority vote if a violation will be issued to the homeowner, and the homeowner will be notified of the violation in writing either by personal service or mail as listed below:

First Notice of Violation: Upon verification of the existence of a violation, a written notice of the violation will be sent to the home owner. This First Violation Notice will inform the homeowner as follows:

1. The nature, description, and location of the violation;
2. The date and time the violation was observed;
3. The provision of the governing documents that has allegedly been violated;
4. A request to remedy the violation;
5. The allotted time period to correct the violation.

If the resident has any questions, concerns, or seeks clarification of the violation, they are requested to please contact the Lava Falls HOA Board of Directors.

Second Notification of Violations: If the homeowner fails to remedy the cited violation within the allotted time period specified in the First Violation Notice, then the homeowner will be sent a Second Notice of Violation either by personal service or by mail stating the following:

Second Notice of Violation:

1. The nature, description, and location of the violation and the failure of the Resident to correct the violation, as previously requested;
2. A notice that, if the violation is corrected or eliminated within 30 days from the

postmark of the Second Violation Notice, the Association will take no further action;

3. The failure to correct the violation or cease work on any improvement will result in the Association electing to pursue any one of the remedies available to the Association under the CC&R, Bylaws, or this Violation Enforcement Policy, including assessing a monetary penalty or fine;
4. A notice of the time and place when the HOA Board will hold a meeting to pursue the remedies available up to including monetary penalty if the violation is not corrected or eliminated within 30 days from the postmark of the Second Violation Notice.
5. The Amount of the fine to imposed on the homeowner.

The homeowner shall have the opportunity to request within 10 days of the postmark of the second notification and be granted a hearing to appeal said violation before the Lava Falls HOA Board of Directors. Depending on the outcome of said hearing the resident will have 14 calendar days to begin to correct or eliminate the violation. If after 14 calendar days no effort on the part of the resident can be verified the Lava Falls HOA Board will move forward to issue the 3rd notification.

Third Notification of Violations: If the homeowner fails to begin the remedy of the cited violation, no earlier than 30 days from the Second Violation Notice, the Board will hold a meeting at the time and place described in the second notice to vote on the need to pursue the remedies available up to and including monetary penalties. At the conclusion of that meeting the results of the Board vote will be sent to the homeowner by certified mail.

Third Notice of violation: The third notice of violation shall state the following:

1. Third Notice of Violation and Initial Monetary Penalty or fine;
2. The nature and description of the violation and the failure of the resident to correct the violation, as requested.

Notice that the violation has caused a monetary penalty to be assessed to the homeowner and that all related costs, plus the monetary penalty will be subject to any and all available collection efforts up to and including a lien against the property and possible foreclosure beginning no earlier than 7 days from the post mark of this notice. The Initial Monetary Penalty or fine shall be as stated in Table 1, and depending on the nature of the violation an additional fine of \$25.00, per day, may be assessed against the resident until the violation is corrected.

Injunctive Relief: If the homeowner does not take the steps necessary to correct the violation within 30 days of the postmark of the Third Notice of Violation and Initial Monetary Penalty the Board may at its discretion, turn the issue over to the attorney for the HOA. All associated costs will be assessed to the homeowner. The homeowner may also be subject to specific corrective action which may include a management fee of as much as 25% of the total cost of corrective action plus applicable attorney fees (if any) associated with CC&R compliance in addition to a HOA fee of 10% of the total cost of corrective action.

Conclusion: A resident may correct or eliminate a violation at any time during the pendency of any violation enforcement procedure stated herein. Notwithstanding the above, the Board may at any time during the enforcement process determine it to be in the best interest of the Association to end the

violation process and refer the matter to legal counsel to pursue the Association's remedies, which may include injunctive relief to correct or otherwise abate the violation. If applicable, the Association may perform the work necessary to resolve the violation and assess those costs to the resident per the CC&R Section 4.11 and Section 7.5.

When verified by the Board that the violation has been corrected, the Notice of Violation will be closed but remain in the resident's lot file. The resident is liable for all costs and monetary penalties and subject to the collection efforts as prescribed by state law and the CC&R.

Repeat Violation: If a violation of the same nature is repeated within one (1) year period after the last Violation Notice was sent, the Violation Notice process will continue uninterrupted. If a violation of the same nature reoccurs one (1) year or more after the last Violation Notice was sent, the violation will be considered a new violation, and the process starts from the beginning with the First Violation Notice.

Point of Contact: Contact the Lava Falls HOA Board
by Email at: riversideboise@aol.com.
