



Heron Cove Homeowners Association
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HERON COVE HOMEOWNERS ASSOCIATION (HCHOA) SELECTED RULES AND REGULATIONS

Revised: May 7, 2021

The information, rules, and regulations outlined herein have been extracted from the River Run Homeowners Association (RRHOA) and the Heron Cove Homeowners Association (HCHOA) Covenants, Conditions, and Restrictions (CC&Rs) or are restrictions established by the two associations' Boards of Directors in accordance with the authority granted to the Boards by the respective CCRs. This is not a complete listing of rules and regulations. Please refer to the documents listed on page four for the unabridged rules and regulations affecting HCHOA.

GENERAL

1. The right to collect and enforce the local assessments made by HCHOA is vested in the HCHOA Board of Directors (Board). Each owner of a condominium, upon becoming a HCHOA homeowner, agrees to pay each and every local and master assessment provided for in the above-referenced documents.
2. HCHOA has the right to enforce the rules and regulations herein and those contained in the above-referenced documents.
3. It is the responsibility of the homeowners to inform their tenants, family, guests, and invitees regarding HCHOA rules and regulations. Copies of this document should be furnished by the homeowner to all tenants prior to occupancy and are available on request from the association. Homeowners will be held responsible for actions of their tenants, family, guests, and invitees.
4. Each homeowner is liable for expenses for corrective action necessitated by violation of these rules and regulations or for any damage sustained by reason of negligence or willful misconduct of the homeowner, his/her family, guests, invitees, or tenants, (both minor and adult). Breaches of the rules may be remedied by order of the Board, with costs being levied against the homeowner.

USE OF CONDOMINIUMS

1. **RESIDENTIAL:** Condominiums may be used for residential purposes only. Leases and rentals are permitted in accordance with all applicable HCHOA and RRHOA rules and regulations; and city, state, federal laws, ordinances and codes (please refer to **26. SHORT-TERM RENTAL RESTRICTION** contained in this document for further information).
2. **OBSTRUCTIONS OF COMMON AREA:** Nothing shall be stored on any part of the common area or local common area; and nothing shall be altered on, planted in, constructed on, or removed from the property, except with prior written consent of the Board.
3. **INTERIORS:** Condominiums must be maintained so as not to be dangerous, unsafe, or unattractive.
4. **HAZARDOUS ACTIVITIES:** No offensive, unsafe, or hazardous activity shall be carried on in any condominium, common area, or local common area, nor shall anything be done which may be an unreasonable annoyance or nuisance to any other homeowner or tenant.
5. **ANIMALS:** No animal other than a domestic house pet shall be allowed in or on the property. City ordinances require that dogs be leashed and under control at all times. Pet owners must pick up after pets allowed to defecate in the common area. The CC&Rs state that any animal causing or creating a nuisance or unreasonable disturbance shall be permanently removed from the project upon twenty-four (24) hour notice from the association.
6. **STRUCTURAL ALTERATIONS:** No architectural, plumbing, electrical, or similar work within the common areas, local common areas, or limited common areas shall be performed without the prior written consent of the Board. Similarly, no improvements or alterations of the individual condominiums shall be conducted by any homeowner without the prior written consent of the Board. All work performed on homeowner or HCHOA property shall be in compliance with applicable governmental rules, regulations, and codes.
7. **STORM DOORS/SCREEN DOORS:** Standard door specifications have been approved by the RRHOA Architectural Committee and the Board and they are available upon request from the association.
8. **PORCHES, DECKS, AND PATIOS:** Homeowners must obtain prior written approval from the Board for repainting, re-staining, or repair of porches, decks or patios or for the installation of any outdoor floor covering; or for the storage of anything on these extensions of the condominiums.
9. **STAIRWAYS/SNOW REMOVAL:** The use of metal snow shovels on the stairways is prohibited. Sodium chloride deicing granules are prohibited and biodegradable deicing granules are recommended.
10. **TRASH/NUISANCES:** No rubbish or debris shall be permitted to accumulate anywhere upon the property. Garbage containers must be within enclosed structures. No noise or odor is permitted that is offensive or detrimental to others. Parents are requested to closely monitor their minor children with regard to excessive noise in the common areas. Disturbing wildlife anywhere on the property is prohibited.
11. **UNSIGHTLY ARTICLES:** No unsightly articles visible from any portion of the property are permitted, including clotheslines, exterior antennae, or refuse.
12. **GARAGE SALES:** Garage sales and/or yard sales are not allowed.
13. **WINDOW TREATMENTS:** All interior window treatments which are visible from the exterior of the units shall be neutral, off-white, or beige in color.

14. **DECEMBER HOLIDAY DECORATIONS:** December holiday decorations and lights may be displayed between Thanksgiving and January 15. Lights must be turned off by January 15 and removed no later than January 31.
15. **VEHICLES:** Homeowners requiring more than one car or those with an infrequently used vehicle are requested to park the additional vehicles in the parking area nearest the Cottonwoods Apartments. This extra vehicle allowance is subject to change depending upon demand for space.
 - a. No boats, campers, or unsightly or unrepaired vehicles shall be parked on any portion of the property unless enclosed in a garage.
 - b. No on-street parking shall be permitted except in those areas expressly designated for parking use. No vehicles shall be parked in areas designated as fire lanes. Vehicles parked in fire lanes shall be subject to towing at the vehicle owner's expense without warning or notice.
 - c. Any type of vehicle belonging to a guest may be parked in the designated parking area provided: 1) the length of the visit does not exceed fifteen days; 2) the vehicle is not used for sleeping/living quarters; and 3) no cables, wires, or hoses run to/from the vehicle to any building or structure.

Temporary parking is allowed in front of the garages, provided the space accommodates the length of the vehicle.
16. **LANDSCAPING:** HCHOA has adopted guidelines for landscaping in the common and local common areas. Please contact the management company for written instructions and specific guidelines. Sprinkler modifications are to be performed by the landscape/maintenance contractor as directed by the Board.
17. **WATERWAYS:** Disturbing wildlife, bird or fish habitat, or taking water from the water amenities is prohibited. Parents of small children should take all usual safety precautions near the waterways. Do not feed wildlife, birds, or waterfowl. Trimming of riparian growth bordering the waterways is strictly prohibited.
18. **AIR CONDITIONING UNITS/DRYERS:** Routine maintenance and cleaning of the air conditioner unit serving a condominium is the responsibility of the homeowner. The air conditioner enclosure is maintained by the association. The association has adopted protocols for the replacement of air conditioning units. Please contact the association for written instructions. All replacement air conditioning units must receive written approval from the Board prior to installation. Homeowners shall inspect and clean out all clothes dryer vents on a regular basis.
19. **WINDOW FRAME OR GLASS ONLY REPLACEMENT:** The windows (interior glass, exterior glass, screens and metal window frames) can be replaced at homeowner expense with an association-approved window. Specifications, instructions and Heron Cove policy regarding the replacement windows (including the manufacturers and models) will be provided upon request.

Window glass (interior and exterior glass only) can be replaced in accordance with a policy approved by the association. The glass replacement policy will be provided upon request.

All installations, whether replacement windows or glass only, must have PRIOR written approval from the Board.
20. **RENTAL UNITS:** Condominiums which are rented or leased shall possess a fire extinguisher and smoke detectors. The homeowner shall be responsible to ensure that the fire extinguishers and smoke detectors are serviced annually by a qualified service

- technician. The homeowner shall inspect and clean out all clothes dryer vents on a regular basis on behalf of the tenant.
21. **FIRE SAFETY:** All homeowners are encouraged to maintain a fire extinguisher and smoke detectors in their condominiums which are serviced once a year.
 22. **MAINTENANCE:** The association may be contacted at any time through its email at heroncove208@gmail.com. Maintenance contractors (pool, landscape, snow removal, etc.) serve under contract with the association. The Board provides contractor oversight. Homeowner concerns should be channeled through the association and the Board. Direct requests to contractors by homeowners are prohibited and any costs to the association resulting from unauthorized work performance will be billed to the homeowner making such request.
 23. **REAL ESTATE SIGNS:** No more than one sign is permitted on premises at any time. Signs are limited to 450 square inches (approximately 18 x 24 inches) and must include some kind of rider indicating the address of the condominium. No part of the sign may be higher than three feet from the ground. The sign must be located at the front of the unit that is for sale, rent, or lease, and must face the building where the unit is located. Signs can be no further than three feet from the front of the building where the condominium is located. Every effort should be made to shield signs so they are not visible from Riverstone Lane or River Run Drive except one directional sign may be posted advertising a temporary "Open House." Streamers, flags, balloons, and other similar advertising or attention-attracting devices are prohibited.
 24. **SATELLITE COMMUNICATION/ANTENNAE:** There are two satellite dishes on each building for Dish Network and DirectTV. Sparklight (formerly Cable ONE) provides service through the wiring in our walls. Under no circumstances can homeowners install or direct the installation of a satellite dish or antennae on the roof or on any other exterior surface of the property. If cable service is desired, contact Sparklight at 208-375-8288. If satellite service is desired, contact our preferred satellite dish company, Lindsey Satellite Services at 208-703-4081. Please contact the association if you have any questions, concerns, or difficulties with installation.
 25. **FIRE PITS AND OTHER OUTDOOR, WOOD-BURNING DEVICES:** The use of any outdoor, wood-burning fireplace, fire pit, terra cotta chiminea, or similar device is prohibited in any area of Heron Cove including the common area, local common area, or limited common area. This restriction includes all porches, decks, and patios.
 26. **SHORT-TERM RENTAL RESTRICTION:** All River Run properties (including Heron Cove's 47 condominiums) may not be rented or leased on a short-term basis (less than four months) if the property was purchased after September 28, 2017. Even if the property was purchased before September 28, 2017, the owner of the property at the time the restriction was adopted may or may not have voted to accept this restriction. If you are unsure if a particular property is affected, please contact the HCHOA Board of Directors at heroncove208@gmail.com PRIOR to making any rental or leasing arrangements.
 27. **NON-SMOKING PROPERTY:** Smoking is prohibited in all common areas and limited common areas of Heron Cove. The common areas include all of the grounds, lawns, sidewalks, Riverpark Lane, parking stalls and the recreation facility (pool and deck areas). The limited common areas include all porches, patios, decks and courtyards. Smoking is defined as inhaling, carrying, burning or otherwise handling or controlling any lighted or smoldering product containing tobacco, including, but not limited to cigarettes, cigars, pipes or e-cigarettes. Each homeowner is responsible for compliance with this rule

including the behaviors of all residents, tenants, guests, invitees or workers of said homeowner.

28. **SOUND TRANSMISSION AND FLOOR COVERINGS:** No condominium shall be altered in any manner that would increase sound transmission to any adjoining condominium including, but not limited to, the replacement or modification of any flooring or floor covering or the penetration of any wall, floor or ceiling that increases sound transmissions to any other condominium. All interior, hard-surface flooring, (including, but not limited to, new, different or replacement flooring) which is installed in an upper-floor condominium, must at all times meet a Field Impact Insulation Class (FIIC) rating of 50 as defined by the American Society for Testing and Materials (ASTM). Floor coverings such as area rugs may be included to obtain the required FIIC 50 rating provided these coverings are retained as a permanent part of the interior flooring. If these detached floor coverings are replaced, the new floor coverings must provide the required 50 FIIC rating. Tile flooring must have an anti-fracture membrane. Manufactured wood and wood flooring must have any underlayment. This upper-floor flooring restriction does not apply to the following condominiums as they are over the garages: 917, 924, 938, 944, 964, 978 and 984.

This document is an abridged collection of selected rules and regulations. The reference documents are:

1. Amended and Restated Declarations of Covenants, Conditions, and Restrictions for River Run Homeowners Association, Incorporated (April 1995);
2. Amendment to the Declaration of CCRs for the River Run Homeowners Association, Incorporated (August 1997 and September 2017); and
3. Amended Heron Cove Supplement to the Declaration of Covenants, Conditions, and Restrictions for River Run and Condominium Declaration for River Run Heron Cove Condominiums (May 1996).
4. Additional rules and regulations may be authorized and included in this document if passed by the Heron Cove Homeowners Association Board of Directors. These rules and regulations must be recorded in the association's minutes.

These documents were provided to homeowners at property closing. If you need another copy of these documents, please contact the association at its email address: heroncove208@gmail.com.