

Water Valley Master Association, Inc.
Garage Sale Policy

The Master Declaration of Covenants, Conditions and Restrictions for Water Valley, as amended and supplemented from time to time (the "Declaration"), provides very general and broad restrictions on activities relating to garage sales within the Water Valley Master community ("Water Valley"). Capitalized terms not otherwise defined in this document will have the meanings attributed to them in the Declaration.

Section 7.7 of the Declaration provides, in part (emphasis added):

Section 7.7 Restricted Activities – Residential Units. The following activities are prohibited within Residential Units unless expressly authorized (and in such cases, subject to such conditions as may be imposed) by the Executive Board:

*(f) Any business, trade, **garage sale**, moving sale, rummage sale, or similar activity, except that an Owner may conduct business activities within the Unit so long as:*

(g) the existence or operation of the activity is not apparent or detectable by sight, sound, or smell from outside the Unit;

(h) the activity conforms to all zoning requirements for the Common Interest Community;

(i) the activity does not involve regular visitation of the Unit by clients, customers, suppliers, or other business invitees or door-to-door solicitation of Owners or Related Users; and

(j) the activity is consistent with the residential character of the Real Estate and does not constitute a nuisance, or a hazardous or offensive use, or threaten the security or safety of other Unit Owners or Relate Users, as may be determined in the sole discretion of the Board.

The Board of Directors of Water Valley intends to clarify the policies as they relate to garage sales in order to provide better guidance to residents and to support enforcement of the Governing Document.

Therefore, the Board has adopted the following Rules and Regulations relating to garage sales, moving sales, rummage sales and other related activities.

1. Definitions.

- (a) "Garage Sale" means a sale of miscellaneous household goods, often held in the garage or front yard of someone's house.
- (b) "Approved Garage Sale Dates" means Board approved dates on which garage sales may be held. Approved dates will be as determined in the sole discretion of the Board from time to time. Approved dates will be communicated to residents on the Community Website and via email.
- (c) "Disruption" means noise, disturbance, or problems that interrupt an event, activity, traffic or movement flows, appearance of the community, or the peaceful enjoyment of others in the nearby community.
- (d) "Community Website" is a community resource available to all Owners in Water Valley via www.advancehoa.com.

2. Prohibited Activities.

- (a) Garage Sale may not be held on days other than Approved Garage Sale Dates
- (b) Garage Sales may begin at 8:00 a.m. and must end at 5:00 p.m.
- (c) Items sold may not be displayed on the public streets, sidewalks, medians, parkways, or alleys
- (d) Signs may **NOT** be posted on telephone poles, public street lights, traffic signs, or on any structure in the public right-of-way
- (e) Signs posted illegally will be removed and a fine may be mailed to the responsible party
- (f) Signs must be removed at the end of the sale
- (g) Signs may be posted no more than two days before the sale
- (h) Garage Sale activity may **NOT** cause Disruption

- 3. **Compliance with Laws.** In addition to the requirements of these Rules and Regulations, nothing may be done or kept in the community, or any part thereof, which would be a violation of the Town Regulations or any other applicable statute, rule, ordinance, regulation, permit, or other validly imposed requirements of any governmental body.
- 4. **Amendment.** These Rules and Regulations may be amended or supplemented from time to time by the Board of Directors.
- 5. **Authority.** These Rules and Regulations have been established pursuant to authority granted to the Board of Directors in the Governing Documents and based on authority within Colorado law.
- 6. **Deviations; Waivers.** The Board is authorized to deviate and grant waivers from these Rules and Regulations as the Board may determine appropriate under the circumstances.
- 7. **No Waiver.** Failure by the Association, the Board, or any person to enforce a failure to comply with any provisions of these Rules and Regulations is not a waiver of the right to do so later.

8. **Conflicts Between Documents.** In the event of a conflict between any these Rules and Regulations and the Declaration, Bylaws or Articles of Incorporation of the Water Valley Master Association, Inc., the provisions of the Declaration, the Bylaws or the Articles will apply.
9. **Enforcement.** Except as otherwise provided herein, these Rules and Regulations will be enforced in accordance with the Covenant and Rule Enforcement policies and procedures of Water Valley in affect at the time of the violation, including the continuing violation and habitual violator provisions set forth therein. All owners will be notified of these Garage Sale Rules and Regulations via broadcast message, and these rules will be posted on the Community Website. For the enforcement of these rules, the publication of these Garage Sale Rules and Regulations as described above will be deemed to be the courtesy notice with respect to a given violation. Therefore, if an Owner fails to comply with these Garage Sale Rules and Regulations as set forth herein, the Owner will be subject to fines, per below fine schedule.

Unless otherwise stated in this policy, the Association may assess fines *per violation* as follows:

<u>Notice</u>	<u>Fine Amount</u>
Courtesy Notice	(deemed received)
First Violation Notice	\$100
Second Violation Notice	\$200
Third and Each Subsequent Violation Notice	\$300

The fines are independent and cumulative, such that an Owner in receipt of three violation notices for the same violation will be subject to fines in the minimum cumulative amount of \$600.

For more information on how to obtain access to the community website, please contact clientservices@advanacehoa.com or call (303) 482-2213