



**Rules and Regulations for Northridge Estates Homeowners Association**  
(In accordance with Article V, Section 9 of The Bylaws of Northridge Estates)

The main purpose and goal of Northridge Estates Homeowners Association is to protect home values and promote a fair and friendly community. These Rules and Regulations are intended to support our purpose and goal, as well as simplify and clarify the rules established in our other governing documents. These Rules and Regulations do not supersede the other governing documents, and do not encompass all rules and regulations contained in our governing documents. For additional clarification, please refer to the Covenants, Bylaws, and Policies, which can be found on our website at <https://www.northridgehoa.org/governingdocs>.

**1. Exterior Changes and Maintenance of Property** *(In accordance with the Covenants - Page 3: Architectural Control Committee and Bylaws – Article VII: Architectural Control Committee)*

- A.) No exterior changes will be allowed to any part of the exterior of any unit or Lot without the expressed permission of the Architectural Control Committee prior to the start of work.
- B.) The paint and finishes of all buildings and structures on each Lot shall be maintained. This includes, but is not limited to, the maintenance of fences, sheds, and homes.
- C.) All violations will be treated separately by the Architectural Control Committee and Board of Directors.
- D.) The HOA has the right (but is not required) to conduct any needed maintenance, repairs or restoration and assess the cost thereof to the Lot Owner.

**2. Use of Property** *(In accordance with the Covenants - Page 2: Restrictions on Uses)*

- A.) Property shall be used for residential use only, except for home occupations.
- B.) Property shall not be used for hazardous activities.
- C.) No annoying light, sounds, or odors shall be allowed.
- D.) The HOA shall have the authority to determine whether the Property is not being used appropriately.

**3. Pets** *(In accordance with the Covenants - Page 2: Restrictions on Uses)*

- A.) A reasonable number of dogs, cats, fish, chickens (hens only), bees, or other domestic animals are allowed within each Property.
- B.) No pet shall be allowed to run at large, endanger or harass persons, property or other animals or constitute a nuisance or an annoyance to other Lot Owners or occupants.
- C.) The owner of any animal shall prevent it from disturbing the peace and quiet enjoyment of other Lot Owners by persistent barking, howling or other loud noise.
- D.) All pet owners shall clean up any excrement by their pets.
- E.) The HOA shall have the authority to determine whether any animal is a nuisance to any other Lot Owner, and whether the number of pets kept by any Lot Owner is reasonable.
- F.) The owner of any chickens must comply with ordinances, rules, and regulations of the City of Grand Junction, and the Mesa County Development Code.
- G.) The owner of any bees must comply with the Colorado Bee Act, C.R.S. § 35-25-101 *et. seq.*

- 4. Lots to be Maintained** *(In accordance with the Covenants - Page 2: Restrictions on Uses)*
- A.) Each Lot at all times shall be kept in a clean, sightly, and wholesome condition. No trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, lumber, or other building materials shall be permitted to remain exposed upon any Lot so that the same are visible from any neighboring Lot, the Common Area(s), or any street. A tree-swing and one basketball hoop is permitted on each Lot, as long as they are in good condition. Any other sporting or exercise equipment may be allowed on a case- by-case basis, as determined by the Board.
  - B.) The exterior landscaping of each unit must be maintained as to not allow the grass and vegetation to die due to neglect, or to become overgrown. In accordance with city ordinance, weeds and brush cannot exceed six inches in height and must be cut to within three inches of the ground.
  - C.) Trees and bushes must be trimmed as to not impede sidewalks, street signs, lights, and other public, common or neighboring element and property.
  - D.) No exterior changes will be allowed to any part of the exterior of any unit or Lot without the expressed permission of the Architectural Control Committee prior to the start of work.
  - E.) The HOA has the right (but is not required) to conduct any needed maintenance, repairs or restoration and assess the cost thereof to the Lot Owner.

- 5. Annual Assessment** *(In accordance with the Covenants – Page 3: Property Owners Association and Assessments, Bylaws - Article VI: Funds and Assessments, and Policy: Collection)*
- A.) The Annual Assessments are due on or before July 1<sup>st</sup>.
  - B.) A late fee of \$50 will be charged once any assessment is more than 30 days past due, unless an 18-month payment plan has been established.
  - C.) The past due assessment will also bear interest at the rate of eight percent (8%) per annum until paid, unless an 18-month payment plan has been established.
  - D.) An owner may enter an 18-month payment plan, with equal payments due each month. If any payment is missed, the late fee and interest rate will be assessed.
  - E.) A lien may be placed for non-payment. Please refer to Northridge Estates Homeowners Association Policy Regarding Collection of Unpaid Assessments for more information.

- 6. Fencing** *(In accordance with the Covenants - Page 3: Architectural Control Committee)*
- A.) Fencing shall be a maximum height of six (6) feet and shall be approved by the Architectural Control Committee prior to construction.
  - B.) Chain link fencing is not allowed, unless completely screened from public or neighbor view by wood, vinyl, brick, or stone fencing.
  - C.) No fencing changes will be allowed without the expressed permission of the Architectural Control Committee prior to the start of work.
  - D.) The HOA has the right (but is not required) to conduct any needed maintenance, repairs or restoration and assess the cost thereof to the Lot Owner.

- 7. Signs, Flags and Other Structures** *(In accordance with the Covenants - Page 3: Restrictions on Uses)*
- A.) Signs shall not exceed 6 square feet.
  - B.) An Owner may display flags in accordance with the Colorado Common Interest Ownership Act (CCIOA).
  - C.) No clotheslines, dog runs, drying yard, service yards, wood piles or storage areas are allowed to be visible from the street.
  - D.) Any new structure or addition that is visible from the street, including sheds, must be approved by the ACC (See Rules 1).

8. **Vehicle Parking, Storage and Repairs** *(In accordance with the Covenants - Page 1: Restrictions on Uses)*
- A.) All recreational vehicles (including trailers, campers, boats and motorcycles) must be stored behind a fence or in the garage.
  - B.) Parking is only allowed on designated parking areas, such as driveways and graveled parking areas. No vehicles shall be allowed to be parked in the grass or front yard areas.
  - C.) No inoperable automobile or vehicle shall be stored or parked on the Property unless owned by property owner or occupant and stored behind a fence or in the garage.
  - D.) Vehicle maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind may not be performed on the Property, unless done within a seven (7) day period or within completely enclosed structure(s).

9. **Trash** *(In accordance with the Covenants - Page 2: Restrictions on Uses)*
- A.) No garbage, refuse, rubbish or cutting shall be deposited in the front area of the property, the Common Area, or any Lot unless placed in a suitable container, suitably located, and solely for the purpose of garbage pickup.
  - B.) All containers shall be removed from the street within twenty-four hours of trash pick-up and stored so as not be visible from neighboring Lots. The annual spring clean-up and fall leaf clean-up are excluded from this rule.


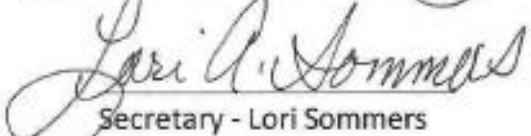
**Non-Compliance** *(In accordance with the Covenants: Page 3: Duration, Enforcement, and Effect, the Bylaws – Article V, Section 5: Covenant Enforcement, and Covenant and Rule Enforcement Policy)*  
Unless otherwise noted, the prescribed actions and fines for non-compliance with the Rules and Regulations are as follows. Non-compliance will be calculated per calendar year.

**1<sup>st</sup> Violation:** Friendly reminder about HOA rules and governing documents.

**Continued Violation:** Written warning with 30 days to correct non-compliance, as well as 15 days to contest perceived violation to the board. See Form at: <https://www.northridgehoa.org/forms> to request hearing or to submit a written response.

Another 30-day notice will be sent if the violation is not addressed, after which a \$10/day fine will be imposed until compliant. The HOA may also place a lien on a property, in accordance with the Covenants, as well as the Collections Policy and Covenant and Rule Enforcement Policy.

Reviewed and approved by majority vote at Northridge Estates Homeowners Association Board of Directors Meeting, on September 25, 2024:

 President – Jonathan Phelps	<u>9/26/24</u> Dated
 Secretary - Lori Sommers	<u>9/25/24</u> Dated