

Rules & Regulations for The Woodridge Townhomes Association

(In accordance to Article II – Section 1(b) of The Declaration of Covenants, Conditions, Restrictions and Liens of Woodridge Townhomes Homeowners Association)

1. **Assessment (HOA Dues)** *(In accordance to Article IV of The Covenants)*

- A.) The monthly assessments shall be determined by the Board of Managers on an annual basis. If an unexpected expense arises, the Board of Managers may determine that a Special Assessment of all members is required to satisfy the expense.
- B.) HOA assessments must be paid on or before the 1st of the month that the assessments are due.
- C.) A late fee of \$30 will be charged each month, once any assessment is more than 30 days past due, unless a 6-month payment plan has been established.
- D.) The past due assessment will also bear interest at the rate of Fifteen percent (15%) per annum until paid, unless a 6-month payment plan has been established.
- E.) An owner may enter a 6-month payment plan, with equal payments due each month. If any payment is missed, the late fee and interest rate will be assessed.
- F.) A lien may be placed for non-payment. Please refer to Woodridge Townhomes HOA Covenants for more information.

2. **Lots to be Maintained** *(In accordance to Article V, Section 5 of The Covenants)*

- A.) Front yard areas and common areas shall be kept in a clean, slightly and wholesome condition; free of personal items, including trash, litter, junk, boxes, containers, bottles, cans, implements, machinery, tools, toys, bike, shovels, or lumber.
- B.) Fenced in back yards are permitted to have stored personal items, as long as it doesn't become a hindrance to the enjoyment of the property, by another neighbor. It is the responsibility of the owner of each unit to maintain and keep clean the fenced in back and side yard area of his/her unit. Units without fences are permitted to have personal items stored on their back porch, as long as such items are stored in a clean, slightly and wholesome way.
- C.) No charcoal grills and/or smokers shall be permitted on the wood decks, and they must be attended at all times.
- D.) Owners are permitted to display the American Flag as permissible by law. No other flags are permitted. No flags shall be displayed in windows or in doors.
- E.) The HOA shall have the authority to determine whether the Property is not being maintained to an acceptable level.

3. **Trash** *(In accordance to Article V, Section 5 (h) of The Covenants)*

- A.) All trash/recycling containers shall be placed in the front area no more than 24 hours before trash pick-up. All containers shall be removed from the street the same day that the trash is picked up and stored behind the gates, or on the back porches (if the unit does not have a fence/gate).

4. **Vehicle Parking, Storage and Repairs** *(In accordance to Article V- Section 5 (f & i) of The Covenants)*

- A.) Each unit has 2 assigned parking spaces in the parking area. Please visit our website <http://woodridgetownhomeshoa.com/> to see the parking map. Owners, and tenants may only park in the 2 assigned parking spaces within the parking area. Unit owners may purchase a 3rd parking permit for \$20/mth. The 3rd vehicle must display the parking permit, and park in the designated area, as instructed by the HOA Manager.
- B.) All vehicles parked in the parking lot area must have a parking permit displayed in the front window.
- C.) Guests may only park in the designated "Guest Parking" areas, as shown on the parking map. Guest parking is for a maximum of 5 days unless other arrangements are made with HOA.
- D.) Commercial/work vehicles are allowed to be parked in the designated parking spaces, as long as it does not extend to a point that it becomes a hazard to the community.

- E.) Recreational vehicles (including trailers, campers, & boats) may not be stored or kept in the Property, unless stored behind the unit's fence. An owner may have their recreational vehicle on the property for a time period of 24 hours for the purpose of loading/unloading. If someone is moving in/out of a unit, owners are permitted to have their moving vehicle on the property for a total of 48 hours. The Board may grant additional time to owners for moving purposes, at an owner's request.
- F.) No vehicle that is abandoned, inoperable, or without current registration tags may be stored or parked on the Property. Vehicle maintenance, repair, rebuilding, dismantling, repainting, or servicing of any kind may not be performed on the Property.
- G.) Any vehicle that is in violation of this rule may be assessed the prescribed fines, and/or after a seventy-two (72) hour notice placed on the vehicle, may be towed at the owner's expense.

5. Renters and Rentals

- A.) All owners and or managers must provide the HOA with the names and phone number of the tenants living in the rental for security and safety reasons.
- B.) All owners must provide the HOA with the license plate numbers of the vehicles owned by the tenants living in the rental.
- C.) Owners are responsible for giving tenants a copy of the Covenants, and Rules & Regulations.
- D.) All correspondence shall be between the Association and the property manager and/or owner.

6. Use of Property *(In accordance to Article V of The Covenants)*

- A) Property shall be used for residential use only, except for home occupations that do not create a nuisance to the neighbors.
- B) Each unit shall be limited to 2 (two) persons per bedroom.
- C) Property shall not be used for hazardous activities, which includes but is not limited to the use of firearms, or fireworks that shoot into the air. No open fires are permitted except in a contained barbecue unit for cooking purposes.
- D) No annoying light, sounds, or odors shall be allowed. All radios, video games, stereos and televisions sets shall be used at a low volume, so as not to disturb the peace of the neighbors.
- E) The HOA shall have the authority to determine whether the Property is not being used appropriately.

7. Maintenance and Insurance Responsibility *(In accordance to Article VI of The Covenants)*

- A.) The HOA is responsible for the maintenance and repair of all exterior building surfaces including siding, shingles, stonework, gutters, downspouts, and fences. The HOA also provides lawn mowing and irrigation services to the front yard area. Although the HOA provides a full blanket insurance coverage on all buildings, all unit owners must carry Condominium (renter's) insurance, naming the Woodridge Townhomes Association as an additional insured.
- B.) Exterior changes will not be allowed to any part of the exterior of any unit by unit owners.
- C.) To assure the safety of all residents, the Association will arrange for and pay the cost to have the chimneys inspected and cleaning once per year. If a chimney/stove is not in service, the HOA and owner may determine, together, that an inspection/cleaning is not needed for that year. The HOA will document the correspondence with the owner. If an owner does not provide access or prevents the vendor from completing the job, then the owner shall be responsible for the additional expense of ensuring and providing proof that they have had these services completed by a professional chimney vendor
- D.) The HOA may take appropriate action against an owner if negligence or neglect has caused damage to the property and has become a detriment to the community, as a whole.

8. Pets

- A.) Pet owners shall abide by all Town of Rifle Municipal Codes, in regard to pet ownership. The total number of dogs, cats, and/or pot-bellied pigs above the age of ten weeks, shall be limited to

four. In addition, the total number of dogs shall be limited to two, and cats shall be limited to two. No breeding is permitted.

- 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 by other Lot Owners by persistent barking, howling or other loud noise.
- D.) All pet owners shall clean up any excrement by their pets, at the time the pet excrements.
- E.) The HOA shall have the authority to determine whether any animal is a nuisance to any other Lot Owner..

9. **Non-Compliance**

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.

1st violation: Written warning with 14 days to correct non-compliance. Homeowner has the opportunity to contest the violation, by requesting a hearing with the Board, or by completing the violation form on our website within 10 days of receiving the written violation warning.

2nd violation: \$25 fine with 14 days to correct non-compliance

3rd violation: \$50/week fine until compliant. A lien may be placed for non-payment of fines after 6 months of non-payment of prescribed fines.

These Rules and Regulations are intended to support our purpose and goal as well as simplify the rules established in our Covenants. These Rules and Regulations do not supersede the Covenants, and do not include all rules contained in the Covenants. If additional clarification is needed, please refer to the Covenants.