

# **Westridge Estates Covenants, Customs and Courtesies**

## **A Brief Overview**

Updated August 25, 2018

This list includes a summary of the Covenants with emphasis on sections which have most often resulted in violations of the Covenants or of county ordinances. It also includes customs and courtesies that have developed in the neighborhood over the years.

Please keep in mind that these are all in the interest of maintaining the “lasting beauty, value and enjoyment” of all of our properties, and our neighborhood as a whole. More detail and authority for the following may be found in the “Declaration of Covenants, Conditions and Restrictions for Westridge Estates PUD” as amended, and in Larimer County ordinances.

1. All Members must pay all assessments levied by the Board. This includes dues for which you are billed, and any fines for late payment or for violations of Covenants.
2. All residences shall be single-family residences, defined as (1) any individual or group of persons related by blood or marriage OR (2) any unrelated group of not more than three people living together in a residence. Boarding or rentals beyond this definition is a violation of the Covenants and county ordinances.
3. One vote per property in the HOA.
4. Regular/permanent parking of resident vehicles in the street/roadside ditches is not allowed. This arises from the Covenants which state that the use of Common Areas, which include roadside ditches abutting roads, must not interfere with the rights of any owner. \* Certainly, visitors, contractors and other service vehicles may park there from time to time.

\* Note: This is a complex area, but the HOA Board interprets the Covenants to mean, for one thing, that permanent parking may not occur in the roadside ditches. The ditches are part of the Common Area. The road easement is only 30 feet wide. For High Plains Court the easement is 2 feet wider than the road surface (one foot on each side). The HOA (and the PID) are required to keep the roads and Common Areas and all improvements thereon in good, clean, attractive, and sanitary condition, order and repair. Residents parking regularly on or in the ditches do unacceptable damage to them, and interfere with maintenance of the street (sanding, plowing, etc.) and traffic flow, especially in the winter under icy conditions.

5. No operation of motorized vehicles on the Common Areas, except for emergencies.
6. No discharging of guns, bows, slingshots or other firearms or weapons (including bb guns and pellet guns) in the Subdivision.

7. All Boats, campers, RVs Snowmobiles, ATVs, motor homes, trailers, inoperable vehicles, etc., must be parked or stored in fully enclosed garages or within fully-screened, fenced areas approved by the Architectural Control Committee. Temporary parking to load, unload, and maintain the vehicle is allowed for periods not to exceed 1 week per stay with a maximum of 21 days per year.

8. No disturbing the peace.

9. No more than two adult dogs and two adult cats are allowed per lot. All dogs must be restricted by leash or chain or confined by fence within the lot, and are at all times within the control of the owner. No loose dogs or dogs wandering into neighboring properties are permitted. No commercial breeding is allowed. (Courtesy and Custom: please pick up and remove feces when you walk your animals.)

10. Trash cans must be stored in garages or other approved structures out of sight from the street and your neighbors.

11. No trash, litter, or junk shall be permitted to remain exposed on any lot and visible from adjacent streets or other lots. (Board interprets this to include broken down playground equipment, dead trees or limbs, and other "junk" that detracts from the visual value of the neighborhood.)

12. It is customary for lot owners to maintain the vegetation in the ditches that abut their property. Mowing or trimming a foot or so on each side of the road helps with snow removal.

13. Westridge Estates covenants require that homeowners receive approval from the Architectural Control Committee (ACC) for projects that will result in changes to the exterior of the improvements or the site. This includes anything visible from outside your home such as changing exterior paint or materials or adding decks or patios. This also includes significant changes to the landscaping plan especially any non-natural installations (greenhouses, fences, raised bed gardens, etc). Failure to receive ACC approval prior to initiating any changes may result in the homeowner being responsible for all expenses necessary to return the property to compliance with the covenants. The ACC can be reached at: [acc@westridgeestates.net](mailto:acc@westridgeestates.net)

**Issued by The Board of the Westridge Estates P.U.D. Association, a Colorado nonprofit corporation**