

## Rules & Regulations

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### WESTWOOD ESTATES ASSOCIATION RULES AND REGULATIONS

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The following restrictions shall apply to all owners or occupants of units. Violation of these restrictions will result in the penalties described and will trigger a written notice of the violation to the unit owner. The unit owner will be fined \$25 if the same violation is committed again following the written notice. Subsequent repeat violations will be fined at a rate of \$50 each. Westwood Association reserves the right to file liens against the unit for all unpaid fines.

#### PETS

- The raising, breeding or keeping of any animals, fowl or reptiles, other than domestic pets which are kept indoors, is prohibited.
- All pets, including cats, when not indoors or in the dog park, shall be on a leash.
- Owners of animals shall be required to clean up immediately any solid waste dropped by their animals in the common areas.
- Repair of damage to the common areas caused by pets shall be assessed against the owner of the unit where the pet resides.
- Dog breeds that have been responsible for the majority of fatal human attacks during the past 20-year period are prohibited at Westwood. The following types of dogs are prohibited at Westwood by the Westwood Association and by our liability insurance carrier: Akitas, Chow Chows, Dobermans, Pit Bull-type dogs, Rottweilers, and Wolf-dog hybrids. In addition, dogs trained as attack dogs or dogs with a history of aggressive behavior are prohibited.
- Under no circumstances shall any unit or resident harbor more than two dogs or two cats.
- Commercial breeding and/or rearing of domestic animals is prohibited.
- Chronic dog barking inside or outside residential units violates neighbors' right to enjoy their homes without noisy disturbances at unreasonable hours or repeated disturbances during daytime hours. Pet owners who permit their dogs to bark excessively will be reported to Animal Control for enforcement of city noise ordinance laws.
- Pet use of the common elements shall be limited to the dog park and to the perimeter path and the common elements immediately adjacent thereto.

#### VEHICLES/PARKING

- Two covered parking spaces are reserved for each unit in buildings 1 through 6; one covered parking space is reserved for each unit in buildings 7 through 9. A maximum of 21 uncovered parking spaces can be assigned to residents by the Board. the remaining uncovered parking spaces are reserved for guests. To apply for an assigned uncovered parking space Click [HERE](#) to download the application form.

#### EMAIL US



[info@WestwoodEstatesHOA.com](mailto:info@WestwoodEstatesHOA.com)

Westwood Estates HOA  
636 Horizon Drive  
Grand Junction, CO 81506

- Owners or occupants of units in buildings 7 through 9 who have two vehicles are required to make special arrangements with other owners or with the Board. Additional parking spaces may be issued at the Board's discretion and can be revoked at any time.
- Each vehicle shall be registered with the Association.
- Each vehicle shall bear current license plates and be in operable condition. "Storage" of idle or disabled vehicles, trailers, or parking of vehicles of non-residents for more than four hours cannot be accommodated unless special permission is obtained from the Association
- A Visitor Parking Permit, issued at the discretion of the Association for a specific period of time, must be displayed on the dashboard of any temporary vehicle of a tenant where anticipated parking needs exceed three days or nights or of any guest vehicle where anticipated parking needs exceed three days or nights.
  - In issuing a Visitor Parking Permit the Association will assign "preferred" and "alternate" parking locations as convenient as is practical for all concerned.
  - A "Visitor Parking Permit" should be returned to the Club House after it has served its purpose.
- All parking spaces are Association common ground and may not be used for any business activity.
- Commercial vehicles are not permitted, with the exception of such vehicles that are engaged in a business activity which requires their presence. A commercial vehicle is defined as any vehicle not registered as a recreational vehicle that meets any of the following criteria:
  - Greater than 21 feet in length, including any load or hitches
  - Greater than 102 inches wide
  - Gross weight of more than 10,000 pounds
  - Used for transporting hazardous materials
  - Used to transport more than 8 passengers for compensation
  - Used for transporting materials and/or supplies either for sale or to provide a service for compensation
  - Any vehicle used as a platform for a derrick, hoist, crane, compressor, tanks, ladder racks, or similar equipment
- The small area near the Club House needs to be kept clear as access to the service road and overflow parking for Club House guests.
- No place was provided for recreational vehicles when the complex was built. Therefore, it is necessary to ask residents to find alternate permanent parking for motor homes, boats, campers, golf carts, or other RVs.
- Guests and/or residents with RVs may request Association permission to park for a maximum of three days in an area that will not interfere with maintenance operations or homeowners' parking.
- The visitor parking area in front of the Club House, consisting of eight spaces that are so designated, may be used for short-term, temporary parking by visitors and residents for periods not to exceed four hours unless permission for a longer period is granted by the Association.
- No on-site washing or major maintenance of vehicles is permitted. Wipe-down washing is permitted. Costs of clean-up of mud, oil drips, or other vehicle debris will be charged to the responsible unit owner.
- Vehicles parked in violation of any of these rules will be tagged and given 72 hours' notice to come into compliance, after which a fine may be assessed against the unit owner or said vehicle can be towed at the vehicle owner's expense. The vehicle owner will also be liable for storage fees assessed by the towing company to claim the vehicle.
- Vehicles parked without permission in a carport assigned to another resident may be towed with no notice. The vehicle owner will be required to pay the towing fees and storage fees to claim the vehicle.
- Oil leaks from cars damage Westwood's asphalt. Residents with cars that leak oil are required to use cardboard and/or kitty litter beneath their cars to protect the asphalt. Fines can be assessed for cleanup and repair of the asphalt.

## ARCHITECTURAL

- The maintenance of limited common elements is the responsibility of the unit owner and is subject to regulations to maintain an aesthetic and consistent appearance. Limited common elements are structures adjacent to and for the exclusive use of each unit, such as steps, decks, patios, patio enclosures, storage sheds and porches.
- Outside painting of sundecks and steps, entry overhangs, privacy fences, and main entry decks and steps is the responsibility of the individual homeowner. Please contact the Architectural Committee for information on the standardized color and product.
- Any replacement doors or windows should be uniform and must be approved by the Architectural Committee to protect the integrity of the buildings and to ensure architectural uniformity.
- Skylights are part of the roof system but are considered a Limited Common Element which is the responsibility of the individual owner to maintain or replace. Owners must receive Architectural Committee approval for any alteration to the skylight. Alteration or installment must be made by a licensed and insured professional.
- Patios, decks and balconies are limited common elements visible to all and are designed for relaxation. Please do not use them for storing anything other than patio furniture.
- Satellite dishes or other antennas can be mounted on exterior wood trim, not the roof or brick walls, and a \$75 fee will be assessed for new installations after 6/1/18 to cover the cost of removal and wood repair when the antenna is no longer in use. A request to the Architectural Committee must be submitted and approved before antennas of any type are affixed to a building exterior.

## CLUB HOUSE

- Owners and renters can make arrangements to reserve the Club House by contacting a member of the Club House Committee. A \$20.00 user fee and a \$25.00 deposit for cleaning and damage will be required at the time of the reservation and in the form of two checks. Any damages are the responsibility of the associated unit owner. Cleanup is the responsibility of the party using the Club House. The owner or renter must be present at the time the Club House is being utilized. Deposits will be returned if everything is left in satisfactory condition.
- A letter must be on file from the unit owner in order for a renter to be eligible to use the Club House.
- Local Fire Department regulations state that no more than 50 people may be in the Club House at any one time. Violation of this regulation will jeopardize our homeowners' insurance.
- The intended uses of the Club House are for conducting the Association's business, serving as an office for our Employee, and providing an amenity for homeowners' personal entertaining. The Club House is available for use as a meet room by clubs or other organizations as long as a current owner is present at all times and responsible for any cleaning &/or damages.

## NON-OWNER RESIDENT POLICY

Westwood Estates Association supports a balanced approach in the treatment of all residents, both owners and renters, at Westwood. Our balanced approach is designed to protect property rights, ensure that all residents comply with Association Rules and Regulations regardless of ownership status, and encourage the involvement of all residents in our community.

### Lease and Rental Agreement Requirements:

- Must specify the obligation of the tenant(s) to comply with the Association Rules and Regulations.
- Must stipulate that the unit owner will be notified of tenant's failure to abide by the Rules and Regulations. In the event tenant(s) are still out of compliance after 30 days' notice in writing to the Landlord, the unit owner will be subject to a penalty surcharge for failing to invoke lease provisions that remedy unacceptable tenant behavior: \$50 for the next month

of non-compliance and a \$100 fine for each succeeding month. Westwood Association reserves the right to file a lien on all unpaid fines.

- Must stipulate that no more than two unrelated adults may reside in a unit.

#### **Landlord Owner Responsibilities:**

- Notify the Association within 30 days when there is a change in occupants of the unit.
- Give the Association the names of all new tenants, vehicle description and their contact information.

#### **Westwood Estates Association Obligations:**

- Encourage participation in Association activities, on Committees, and during community meetings.
- Distribute materials such as newsletters and meeting announcements by mail and posting of notices on community bulletin boards.
- Conduct new resident orientation meetings on an as-needed basis.

#### **MISCELLANEOUS**

- The perimeter road is designed as a fire lane, so its use by owners or occupants for motored vehicles is prohibited, except for moving vans and delivery of large appliances or heavy materials that do not threaten the soundness of the roadway.
- Maintenance employees have been requested to take instructions only from the Board. Please contact a Board member rather than the employee.
- Please warn children that it is very dangerous to play in the driveways. Cars going too fast and cars backing out of parking places are a real danger to children. Do not leave bicycles and scooters in common areas. No skateboards are permitted.
- Westwood units and their associated limited common elements are not to be used for conducting commercial business. Parking spaces and other common elements cannot be used for business activities or advertisements for business activities. The purpose of this restriction is to maintain the residential character of Westwood by prohibiting the additional activity and traffic associated with customers, clients, and delivery vehicles. Home occupations and home professional offices are permitted as long as there is no signage designating the unit as a business, there are no employees/associates that report to work at the unit, and the business activity does not generate unusual amounts of noise, light, or odors that are troublesome to neighbors.
- The rental of Westwood units for short-term periods (less than 30 days) constitutes a business enterprise, that of being a lodging vendor, and is therefore prohibited.
- What is music to some is racket to others. Watch the sound level of radios, stereos, and TVs. Be sure your wind chimes do not bother your neighbors.
- Guests of residents of the complex are welcome, but must limit their occupancy to no more than 30 days in a calendar year with no stays of 30 consecutive days.
- The playing of loud music or the use of electronic devices producing sound of sufficient decibel levels to disturb neighbors is prohibited. As a courtesy to your neighbors, please do not work on noisy home repairs, do laundry, or run other noisy home appliances between 10 pm and 7 am.
- Our liability insurance carrier requires that we prohibit the use of open-flame barbecues on wood decks. Westwood residents shall comply with Fire Code requirements: *2012 INTERNATIONAL FIRE CODE 308.1.4 STATE: "OPEN-FLAME COOKING DEVICES. CHARCOAL BURNERS AND OTHER OPEN-FLAME COOKING DEVICES SHALL NOT BE OPERATED ON COMBUSTIBLE BALCONIES OR WITHIN 10 FEET (3049 MM) OF COMBUSTIBLE CONSTRUCTION. EXCEPTIONS: 1. ONE- AND TWO FAMILY DWELLINGS. 2. WHERE BUILDINGS, BALCONIES AND DECKS ARE PROTECTED BY AN AUTOMATIC SPRINKLER SYSTEM. 3. LP-GAS COOKING DEVICES HAVING LP-GAS CONTAINER WITH A WATER CAPACITY NOT GREATER THAN 2 1/2 POUNDS [NOMINAL 1 POUND 90.454 KG] LP-GAS CAPACITY."*
- Radio-controlled devices that fly are noisy, have the potential to cause property damage and personal injury, and pose privacy and liability issues; they are therefore prohibited in

Westwood Estates common areas.

- Trash disposal and use of dumpsters: All trash shall only be disposed of in the common dumpsters. The following items are prohibited from being put into the dumpsters:
  - Furniture of any kind
  - Appliances of any kind
  - Carpeting, Mattresses, or other bulky items
  - Hazardous materials accord to City Ordinance including: anti-freeze, automobile products, paints, solvents, wood stains, and like items, pesticides, insecticides, herbicides, household cleaners, old gasoline and aerosol cans. These items can also be disposed of free of charge at Mesa County Landfill (Hazardous Materials building).
  - Unflattened boxes of any size or type. If your boxes are too large for the recycle bins or the dumpster you can dispose of your items at GJ City Shops located at 333 West Avenue, Building A, Grand Junction, CO 81501
  - If you have appliances delivered or remodeling, have your contractors or deliveryman remove the large bulky boxes and items. Please be courteous to your neighbors by disposing of your items appropriately.
- All assessments are due and payable by the 15th of the month. Payment received after that date is subject to a late fee.

Revised: October 20, 2001

Revised: May 9, 2005

Revised: January 24, 2006

Revised: February 13, 2007

Revised: April 10, 2007

Revised: November 6, 2007

Revised: May 15, 2012

Revised: May 13, 2013

Revised: May 12, 2014

Revised: May 11, 2015

Revised: May 9, 2016

Revised: November 14, 2016

Revised: May 14, 2018

Revised: July 13, 2021

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at a reasonable cost. At or before the execution of a contract for sale, and if none, before closing, every initial bona fide condominium unit buyer shall be provided a copy of these bylaws, together with any amendments thereto.

#### Article XXII. CORPORATE SEAL

The Association shall have a seal in circular form having within its circumference the words "Westwood Estates Association."

#### Article XXIII. AMENDMENTS

These Bylaws may be amended or revised by two-thirds (2/3) vote of members present at a properly called meeting at which a quorum is present. Prior notice must be given as provided in Article VI, Section C and the proposed amendment or revision must be included in the call. However, no amendment in contravention of Colorado Revised Statute #38-33-106 may be made.

#### Article XXIV. PARLIAMENTARY AUTHORITY

The current edition of ROBERT'S RULE OF ORDER NEWLY REVISED shall apply on all questions of procedure and parliamentary law not specified in these Bylaws or in the Declaration.

#### Article XXV. GENERAL PROVISIONS

These Bylaws incorporate by this reference the Declaration referred to in Article III above. In the event of any inconsistency between the Articles of Incorporation and these Bylaws, the Articles shall control.

WE THE UNDERSIGNED, being all the members of the Board of Directors of Westwood Estates Association, a non-profit Colorado corporation, hereby confirm that the foregoing Bylaws of said corporation were accepted as amended on the tenth day of October 2002.

Joan Warner, President  
John Lafferty, Vice-President  
Mary Jane Pollard, Secretary-Treasurer

ADOPTED: August 11, 1980  
REVISED: February 9, 1988  
AMENDED: November 14, 1988  
REVISED: November 11, 1991  
AMENDED: May 11, 1992  
REVISED: November 15, 1993  
AMENDED: May 22, 1995  
AMENDED: May 19, 1997  
AMENDED: October 10, 2002  
AMENDED: May 11, 2009