

HENDRICK RANCH HOMEOWNERS ASSOCIATION
PO BOX 1452
CARBONDALE, CO 81623

RULES AND REGULATIONS

AUGUST 2008

1. All homeowners will abide by the Covenants and By-Laws/Rules and Regulations of the Association. It is the responsibility of the homeowner to read and understand these important documents. If you do not have a copy, one can be found on the website www.Hendrickranch.org or at the website of the Garfield County Clerks office. Owners in the multi-family section of Hendrick Ranch may also be subject to the By-Laws/Rules and Regulations of their sub-association as well. Tenants of absentee owners are subject to the same standards as resident owners. In accordance with the Covenants, all owners will keep the Association informed of current billing/ mailing addresses and phone numbers. **Annual assessments will be paid in a timely fashion (within 60 days) or a late fee in the amount of \$20.00 will be levied and interest may accrue at the rate of 1.5% per month.**

2. The Hendrick Ranch Homeowners Association (HR HOA) is responsible for enforcing its Covenants and By-Laws/Rules and Regulations (CCR's) throughout the Hendrick Ranch PUD. In some cases, such as parking violations/abandoned cars, etc., the Town of Carbondale already has enforcement mechanisms in place and will be requested to provide assistance.

3. The following Rules and Regulations are adopted directly from the Covenants. These are the ones that generate the greatest number of complaints **by far! Please refer directly to the Declaration of Protective Covenants for more detail.**

4. **FENCING:** All fencing four (4) feet or greater in height **must have approval of the Architectural Committee prior to construction.** No chain link fencing shall be permitted in Hendrick Ranch Subdivision. (page 2, sec. 3.1)

5. **NUISANCES:** No noxious or offensive trade or activity shall be conducted upon any lot **nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.** (page 3, sec.9)

6. **ENCLOSURE OF UNSIGHTLY FACILITIES AND EQUIPMENT:** All unsightly facilities, equipment, and other items, including but not limited to those specified below, **shall be enclosed within a covered structure. Any motorhome, trailer, boat, truck, tractor, garden equipment, and any other similar item shall be kept at all times except when in actual use in an enclosed garage. Any refuse or trash container.....shall be enclosed within a structure or appropriately screened from view by planting or fencing approved by the Architectural Committee and adequate to conceal same.** (page 3/4, sec. 10.1)

7. RECREATIONAL VEHICLES: **No vehicles, boats, campers, trailers, snowmobiles, or other such recreational vehicles or devices shall be stored or permitted to remain for more than three (3) continuous days on any lot**, except within the rear or side yards back of the front line of the main residence structure situate thereon and **shall be ADEQUATELY SCREENED FROM VIEW**. (page 4, sec. 10.2)

8. LOT MAINTENANCE: **The owner of each lot shall maintain their lot in a manner to ensure an overall attractive appearance. Such maintenance shall include maintaining the exterior of all structures and any lot in good quality repair, including painting and staining as necessary**, consistent with standards established by the Architecture Committee. (page 4, sec. 11)

9. Those found to be in violation by the elected Board of Directors will be sent a **NOTICE OF VIOLATION** with a request to correct the situation. **Failure to comply with this request will result in fines being levied against the property owner**. The fine schedule is as follows:

NOTICE OF VIOLATION (letter sent/ no fine assessed)

FIRST OFFENSE \$50.00 day/per violation

SECOND OFFENSE \$100.00 day/per violation

THIRD OFFENSE \$200.00 day/per violation

Failure to pay any fines levied will result in a lien filed against the property for an additional \$250.00 and any legal fees incurred by the HR HOA.

10. **All homeowners have the right to appeal to the Board to request a clarification and/or an exemption (temporary or otherwise) to the Rules and Regulations.**

Unresponsive or uncooperative owners may be summoned to appear before the Board to explain their actions (or the lack thereof).

11. Pressurized irrigation water will be provided consistently to individual lots by the HR HOA when it is available, generally from April to October annually. If a leak or break occurs within **YOUR INDIVIDUAL SYSTEM, YOU MUST SHUT DOWN YOUR SYSTEM AT THE INTAKE** until it can be repaired. If the leak or break occurs within the main irrigation network, the HOA will repair it ASAP with the costs shared by the membership. Please investigate/report any and all leaks or breaks immediately so that we can determine where it is and what we need to do to address it. It may also be necessary to **RESTRICT WATERING** under certain circumstances so please check the **PUMP STATUS BOARD** on the pumphouse located on Holland Drive for any posted information.

ADOPTED BY THE HENDRICK RANCH BOARD OF DIRECTORS
AUGUST 27TH, 2008