

# **HAWTHORNE PARK COMMUNITY ASSOCIATION, INC.**

## **ACTIVITY AND ARCHITECTURAL POLICIES**

The following architectural and activity policies have been extracted from the dedication, protective restrictions, covenants, limitations, easements, approvals and bylaws appended to and made a part of the dedication and plat of Hawthorne Park, and it's community association. They are subject to additions or changes by the Architectural Control Committee and the Board of Directors of the Hawthorne Park Association, Inc.

These policies are meant to ensure the value and desirability of Hawthorne Park Community Association, Inc. and to protect the investment of the individual property owners.

Maintenance and compliance with the above Articles, By-Laws, and Policies shall be the responsibility of individual property owners and be maintained/complied with in a timely manner in order to enhance the appearance and value of Hawthorne Park Community Association, Inc.

### **GENERAL**

No building, fence, wall, or other structure shall be commenced, erected or maintained on a lot, nor shall any exterior addition to, change or alteration to an existing structure be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the proposed activity have been submitted to and approved in writing as to the harmony of the external design and location in relation to surrounding structures and topography by the Architectural Control Committee of the Board of Directors of the Association.

An Architectural Control Request Form is available from members of the committee of from the Secretary of the Board of Directors. Request must be submitted to the Chairperson of the Architectural Control Committee using the designated form and including any additional materials required for full description of a proposed project. Such materials may include:

1. Sketch of layout.
2. Type of material to be used.
3. Color of materials; and,
4. Height

You shall receive a formal reply to your written request within thirty (30) days of receipt of the request by the Chairperson. Failure of the Architectural Control Committee to reply within thirty (30) days of receipt of the request form shall constitute approval of the submitted proposal. Questions regarding this process of the policies in this document should be directed to the Chairperson of the Architectural Control Committee.

## POLICIES

1. **FENCES:** Fences must be commercial-grade wooden construction and must be six (6) feet high (unless otherwise approved). The finish must be either: paint, stain or natural earth tone color and must conform aesthetically with the home. Vinyl fences are allowed at the Board of Directors discretion. All fence posts must be either integral to the fence structure or face the interior of the fence; external posts are prohibited. Fencing cannot block the line of sight of the lake of any house on a lot with an open view of the lake. Fencing cannot extend forward of the back line of a dwelling. All fencing must be maintained in a high state of repair. (Section 5.1 of the Covenants)
2. **SWIMMING POOLS & HOT TUBS:** Only in-ground swimming pools are permitted and must be fully enclosed by a fence of approved construction with a height of six (6) feet (unless otherwise approved). Any exterior gate must contain a child-proof lock. Cabanas are permitted inside the fence when used to house pump equipment for the in-ground pool (designed subject to approval by the Architectural Control Committee.) Hot tubs located on the exterior of a home, on your deck, patio or built onto your deck, are subject to the approval of the Architectural Control Committee. They must be kept in a high state of repair. (Section 5.1 of Covenants)
3. **PLAYGROUND SETS:** Permitted only in backyards. Maximum permitted height is fifteen (15) feet; maximum permitted length is thirty (30) feet. Playground sets must be of a heavy wooden construction, earth tone in color and must be kept in a high state of repair. A playground set shall be constructed so as to not be in violation of terms and conditions of Section 6.8 of the Covenants of Hawthorne Park. Tree houses are not permitted. Specific locations must be submitted for approval by the Architectural Control Committee. Sets cannot block the line of sight to the lake of any house on a lot with an open view of the lake. Trampolines must be located in the backyard and kept in a high state of repair. They must be stored completely out of sight, not outside, from November 1<sup>st</sup> through April 1<sup>st</sup>. (Section 5.1 of Covenants)
4. **STRUCTURES:** No unattached structure (shack, barn, garage, basement, tent, tool shed, tree house, doghouse, dog run, doll house, burn barrel, or other outside building) shall be located or used on any lot at any time or used as a residence on either a temporary or permanent basis. (Section 6.8 of Covenants)
5. **VEHICLES:** No boat, boat trailer, recreational vehicle, motor home, trailer, truck, camper, or any other wheeled vehicle shall be permitted to be parked ungaraged on any lot or street, for periods in excess of forty-eight (48) consecutive hours, or for a period which, in the aggregate, is in excess of eight (8) calendar days per calendar year. A “truck” is defined for this purpose as one rated one ton or greater. (Section 6.9 of Covenants)
6. **SIGNS:** No sign of any kind shall be displayed to the public view on any lot except either: (Section 6.11 of Covenants)
  1. One professionally made sign of not more than one (1) square foot.
  2. One sign of not more than five (5) square feet advertising the property for sale or rent.
  3. One sign of not more than five (5) square feet used by a builder to advertise the property during the construction and sales period, unless otherwise approved by the Architectural Review Committee.
  4. Content of signs are subject to approval of Architectural Review Committee.

7. **COMMUNICATION EQUIPMENT:** No radio or television antenna with more than twenty-four (24) square feet of grid area or that attains a height in excess of six (6) feet above the highest point of the roof of a residence shall be attached to a residence on a lot. No free-standing radio or television antenna shall be permitted on a lot. No television satellite receiving disc or dish in excess of twenty (20) inches in diameter shall be permitted on any lot, provided however that the installation and location thereof must be approved by the Architectural Control Committee. (Section 6.12 of Covenants)
8. **DWELLING EXTERIOR:** No exterior additions, changes or alterations to any dwelling shall be made until approval of plans materials and location has been obtained from the Architectural Control Committee. No solar panels (attached or detached) are permitted. Fireplace wood may not be stored on a driveway or in view of the front of the home. No roof siding, asbestos siding or siding containing asphalt or tar as one of it's principal ingredients shall be used in the exterior construction of any building or any lot. No roll roofing shall be used on the roof of any dwelling or attached garage. It is the responsibility of every homeowner and a benefit to our community to ensure that every property is kept and well maintained. (Section 5.1, 6.12, & 6.16 of Covenants)
9. **OCCUPANCY OF A NEW DWELLING:** Within sixty (60) days of occupancy of a new dwelling (weather permitting), the yard shall be seeded or sodded and landscaped, with at least 12 well developed shrubs, in order to prevent soil erosion. Please refer to your purchase agreement. (Section 5 of Covenants)
10. **VACANT DWELLING:** When no one occupies a dwelling for an extended period of time, the owner(s) is still responsible for maintaining the lawn and landscaping in a neat, clean fashion with the grass mowed until the dwelling is sold. Grass must be mown on a regular basis and maintained of a height not to exceed six (6) inches. (Section 5 of Covenants)
11. **VACANT LOTS/NEW DWELLING CONSTRUCTION:** Any undeveloped lot not under construction must be maintained and kept free of weeds and debris. Bare areas are to be seeded with grass to control soil erosion and weeds. Grass must be mown on a regular basis and maintained at a height not to exceed six (6) inches. Construction materials must not be allowed to blow about the lot and onto the street and other lots. Construction materials must be placed in secure trash bins on a daily basis. (Section 5 of Covenants)
12. **BASKETBALL POSTS & FREE-STANDING FLAGPOLES:** Plans for all basketball posts/goals are subject to review of the Architectural Control Committee. Basketball posts/goals must be made permanent; constructed of commercial grade materials and located no more than twenty (20) feet from the dwelling. No portable poles permitted. If located at the driveway, the backboard of the post/goal shall be set perpendicular to the street. Plans for freestanding flag poles must be submitted to the Architectural Control Committee for approval. Flagpoles may fly only the American Flag. (Section 6.10 of Covenants)

13. **TRASH DISPOSAL:** The Association has contracted to provide trash pickup and recycling for community residents. No grass clippings shall be left on the street at any time after mowing the grass. Trash, garbage and other waste shall not be kept in the yard for more than twenty-four (24) hours except in closed, sanitary containers or closed plastic bags. After sanitary containers have been emptied by the garbage disposal company, return them to their proper place by the end of the pickup day. Trash bins must be stored out of view from the front, or returned to the garage. No incinerators (external or internal) shall be kept or allowed on any lot. Composting piles/containers are not permitted. (Section 10 & 6.15 in Covenants)
14. **TRAFFIC:** No motorized vehicles (mopeds, scooters, mini-bikes, go-carts, motorized three-wheelers, ATV's, etc.) are permitted on the Association's common ground. Motorized vehicle use of streets must be in compliance with Allen County ordinances and Indiana state law. Motor vehicle operators/drivers must observe any posted speed limits within the subdivision. No snowmobiling is permitted on any common area, lot or any other area of the subdivision.
15. **HOUSEHOLD LAUNDRY:** Laundry wash items are not permitted to be aired or dried outside the house. No clothesline of either temporary or permanent design shall be erected or maintained on any lot. ( Section 6.10 of the Covenants)
16. **ANIMALS:** No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot except that dogs, cats or other household pets may be kept, provided that they are not kept, bred or maintained for any commercial purpose. Any permitted animals must either be on a leash or controlled in accordance with Allen County Leash Ordinances. Bags for animal droppings must be used for pets being walked anywhere in the neighborhood, including common grounds. Pet droppings are to be disposed of properly at your residence. The feeding of wild animals is discouraged. (Section 6.14 of Covenants)
17. **ACTIVITIES & NUISANCES:** No noxious or offensive activity shall be carried on upon any lot, nor shall anything be done which may become or may be an annoyance or nuisance to the neighborhood. This includes loud music, repetitive dog barking, obstructive lighting, and other disruptive activities that are inconsiderate of your neighbors. (Section 6.7 of Covenants)
18. **EASEMENTS:** No owner of any lot shall erect or grant any person, firm, or corporation, the right, license or privilege to erect, use or permit the use of the overhead wires, poles or overhead facilities of any kind or electrical, telephone or television service (except distribution facilities entering or leaving the subdivision). Street lighting or ornamental yard lighting serviced by underground wires or cables is permitted. Service drainage easements and common areas used for drainage purposes shall be constructed to achieve this intention and maintained in unobstructed condition. ( Section 6.5 & 6.6 of Covenants)
19. **GEOLOGICAL ACTIVITY:** No oil drilling, oil development operations, oil refining, quarrying, or mining operations of any kind shall be permitted upon or in any lot. No derrick or other structure designed for the use in boring for oil or natural gas shall be erected, maintained, or permitted upon any lot. No individual water supply system or individual sewage disposal system shall be installed, maintained, or used on any lot. (Section 6.13 of Covenants)
20. **LIGHTING:** No lighting attached to a dwelling shall be located above the roofline. External lighting attached to a dwelling or located on a lot shall not utilize mercury vapor or similar lighting mechanisms. External lighting not attached to a dwelling shall not exceed seven (7) feet in height. (Section 5 of Covenants)

21. **BEAUTIFICATION:** As a beautification project in our community the Architectural Control Committee encourages the planting of trees and shrubs on lots. The planting of trees or shrubs shall be subject to the approval of the Architectural Control Committee.
22. **PADDLE BOATS & DOCKS:** Paddle boats and docks are not permitted at this time due to insurance coverage. Our current provider will not supply coverage for Hawthorne Park is paddle boats and docks are allowed. The Board is willing to revisit this subject at a future date if the insurance policies change.
23. **FOUNTAINS:** The only fountains allowed in any of the Hawthorne Park ponds will be Association owned. No private fountains will be allowed.

Any questions, concerns or complaints should be submitted in writing to Above and Beyond Community Management at [office@abcmanagement.org](mailto:office@abcmanagement.org).

The Architectural Change Request Form can be found on our website:  
<https://www.abcmanagement.org/hawthorne-park-community>