

## **HARBORVIEW AT CHESWICKE – Rules and Regulations**

*Revised January 2021*

These Rules and Regulations, effective April 1, 2021, supersede and replace all previous Guidelines and Rules and Regulations

### **Architectural Improvements**

1. Any construction, remodeling, alteration or improvements made to any part of the property shall be approved by the ARC Committee. This includes paint color approval, adding a fence, modifying an existing deck, etc.
2. No tree more than 6 inches in diameter may be removed without approval from the ARC committee.
3. No outbuildings except open gazebos shall be permitted with ARC approval.
4. All mailboxes and address markers must be approved by the ARC committee. All mailboxes must include the address number and shall be maintained in good working order.
5. Gas lights must be functional and operational.
6. No satellite dish may be installed on any lot without ARC approval. No solar panels or collectors may be installed on the roof of a building or any structure on a lot if such panels or collectors are visible from the adjoining lots or the street.
7. Boundary fences between lots shall be approved in writing by the ARC Committee prior to construction. Fences shall not be more than 6ft in height and shall not extend beyond the front building line.
8. Each homeowner has burden to ensure that any and all ARC requests, and constructions/installation of improvements related thereto, do not encroach into any common areas owned by Harborview at Cheswicke Association and/or adjacent homeowner lots.

### **Occupancy**

9. No lot shall be used except for single family resident purposes. No building or other structure shall be used for any commercial or business purpose.
10. No temporary structure or incomplete structure may be used as a residence. This includes but is not limited to: tents, shacks, outbuildings, barns, camper, mobile homes, basements, cars or any other incomplete dwelling.
11. All lots and exterior improvements, including landscaping, shall be maintained in a neat and attractive manner by the owner. The HOA, with Board approval, reserves the right to take corrective steps to cure failure to maintain lawn, trees and/or shrubbery at the expense of the homeowner.
12. Homeowners must provide copies of the Rules and Regulations, Bylaws and CC&Rs to their tenants and ensure that their property and their tenants are in compliance with those documents.

### **Parking**

13. Boats, jet skis or other similar recreational vehicles must be stored in enclosed areas and not be visible from streets or open areas. No commercial vehicles, RVs, buses, trailers of any type, campers, mobile homes or other like vehicle may be stored on any lot.
14. Automobiles shall not be assembled, disassembled, or serviced except in the garage. The garage door shall be closed during this time.

15. Vehicles may not be parked on the grass at any time.
16. Residents and their guests may not park overnight at the Clubhouse parking lot.

### **Pets**

17. Pet facilities are restricted to the rear yard. All pet facilities must be maintained and kept clean and free of offensive odors.
18. Lot owners shall use reasonable efforts to ensure that their pets at all times remain inside the boundaries of the owner's lot unless accompanied by the owners and on a leash. The association, or any individual resident, may take appropriate measures to ensure compliance with this provision, including having the animal picked up by the Metropolitan authorities.
19. Unattended dogs or cats may not be allowed to roam the common grounds at any time. All pets must always be under the supervision and control of the homeowner or designated caregiver and on a leash. It is the responsibility of the homeowner to clean up after their pet in the common areas.

### **Use Restrictions**

20. No building or other structure shall be used for any commercial or business purpose.
21. All trash shall be kept in sanitary containers. All trash cans shall be kept out of view from the public and neighbors.
22. No in-ground or above-ground pools shall be permitted on any lot.

### **Tennis Court**

23. The tennis court is to be used for tennis only. No bicycles, skateboards, or roller blades.
24. No pets are permitted on the tennis court.
25. Children under the age of 12 must be accompanied by an adult.
26. Court is only for residents and their guests.
27. The tennis court closes at sundown.

*The HOA Board reserves the right to make, amend or repeal the Rules and Regulations from time to time as may be necessary.*

### **Enforcement**

**General:** Excepted as otherwise noted in Rules and Regulation, the Declaration and/or By-Laws, violation of these Rules and Regulations will be enforced as follows:

**Notice and Demand No. 1:** Written notice and demand shall be mailed to Owner at last known mailing address (if different from the subject property) and occupant and/or tenant at the property address notifying Owner, occupant and/or tenant of the violation(s) and giving the Owner, occupant and/or tenant thirty (30) calendar days to remedy the violation(s).

**Notice and Demand No. 2:** Written notice and demand shall be mailed to Owner at last known mailing address (if different from the subject property) and occupant and/or tenant at the property address notifying Owner, occupant and/or tenant that the violation(s) continues, that Owner's account has been

assessed a fine in the amount of One Hundred Fifty Dollars (\$150.00) and that Owner, occupant and/or tenant has thirty (30) calendar days to remedy the violation(s).

Notice and Demand No. 3: Written notice and demand shall be mailed to Owner at last known mailing address (if different from the subject property) and occupant and/or tenant at the property address notifying Owner, occupant and/or tenant that the violation(s) continues; that Owner, occupant and/or tenant has fifteen (15) calendar days to remedy the violation(s); that Owner's account will be assessed One Hundred Fifty Dollars (\$150.00) per month for five (5) months until the violation(s) is remedied; and, that if the violation(s) is not so remedied within five (5) months, Owner's account will be sent to the Harborview at Cheswicke Homeowners Association attorney for enforcement.

### **Remedies**

The Harborview at Cheswicke Board of Directors or its Managing Agent or Property Manager will refer the violating Owner and/or tenant/occupant to the Association's attorney who will seek all remedies available within the Declaration, By-laws, at law and in equity to Harborview at Cheswicke for enforcement. Violation of any provision of these Rules and Regulations shall be enforceable in the same manner that non-payment of Assessments, Common Expenses and Special Assessments are enforceable in the Declaration including lien rights, and the remedies provided to the Association for other violations of the Declaration including late fees and/or interest provided for therein. The violating Owner and/or tenant/occupant shall be liable for all costs of the enforcement of these Rules and Regulations, including reasonable attorney's fees.