



# Cedar Heights Community Association

## Current CHCA Covenants

The Cedar Heights Community Association governing documents are:

- Articles of Incorporation
- Declaration of Covenants, Conditions, Restrictions, and Easements
- Bylaws
- Rules
- Architectural Design Guide

The Declaration of Covenants document is a very large computer file and would require a long download time for members without high speed internet connections. Therefore, if you would like a digital copy of this document, please email the association secretary, Bill Tieman, at [wtieman@earthlink.net](mailto:wtieman@earthlink.net) and he will provide it for you on a disc.

Below you will find one of the most commonly used sections excerpted from the Covenants, the Living Environment Standards.

### EXCERPTS FROM THE 1993 CHCA COVENANTS

#### ARTICLE 5 LIVING ENVIRONMENT STANDARDS

Section 5.1 Building and Grounds Maintenance. Each Owner shall maintain the exterior of his or her Dwelling Unit and all other Improvements in good condition and shall cause them to be repaired as the affects of damage or deterioration become apparent. Each Owner shall keep the lawn on his Lot mowed and all Landscaping properly maintained in accordance with the Design Guidelines. If the Owner fails to properly perform such maintenance, Declarant or the Architectural Committee may, after giving thirty days' written notice and at the Owner's expense, effect such repairs and maintenance as it deems necessary in its judgment to maintain the standards of the Community Area. Entry to effect such repairs and maintenance shall not be deemed a trespass and the Owner shall be liable for all costs incurred in connection with the repairs and maintenance.

Section 5.2 Garage doors. Garage doors shall be kept closed except when being used to permit ingress or egress to or from the garage.

Section 5.3 Outside storage. All maintenance equipment shall be stored in an enclosed building or otherwise adequately screened so as not to be visible from neighboring property or adjoining streets. No furniture, fixtures, appliances or other goods not in active use shall be kept on any Lot if such material is visible from the Dwelling Unit on n contiguous Lot or from the streets or other Association Property.

# Cedar Heights Community Association

Section 5.4 Clotheslines. No outdoor clothes poles, clotheslines or other facilities for drying or airing of clothing or household goods shall be placed on any Lot, and no laundry or wash shall be dried or hung outside any Dwelling Unit or other Improvement.

Section 5.5 Swing sets and Play Areas. No swing sets, jungle gym., slides or other similar Improvements shall be installed on a Lot except in compliance with the Design Guidelines and unless approved by the Architectural Committee prior to construction or installation of such Improvements.

Section 5.6 Refuse. No unsightly objects or materials, including but not limited to ashes, trash, rubbish, garbage, grass or shrub clippings, scrap material or other refuse, or receptacles or containers therefore, shall be stored, accumulated or deposited outside or so as to be visible from any neighboring property or adjoining street, except during refuse collections. After a period of two weeks of continued violation of this Section 5.6, the Association or Declarant shall have the right to enter upon the Lot involved and remove such unsightly objects or materials at the expense of the Owner. Such an entry shall not be deemed a trespass and the Owner shall be liable for all costs incurred relative thereto.

Section 5.7 Nuisances. No noxious or offensive activity shall be carried on upon any Lot nor anything done thereon tending to cause embarrassment, discomfort, annoyance or nuisance to the neighborhood. No offensive or hazardous activities may be carried on within any Lot or in any Dwelling Unit. No annoying lights, sounds or odors shall be permitted to emanate from any Lot or Dwelling Unit.

Section 5.8 Sound Devices. No exterior speakers, horns, whistles, bells or other sound devices except security and fire alarm devices used exclusively for security purposes shall be located, used or placed on any Improvement or within any Lot. With the prior approval of the Architectural Committee, an Owner may install exterior stereo speakers, provided that the sound levels from such speakers are not objectionable to neighbors.

Section 5.9 Outside Lighting. All exterior lighting installed or maintained on any Dwelling Unit or other Improvement must be approved by the Architectural Committee prior to installation. The Architectural Committee may establish various standards for exterior lighting, including, without limitation, standards for hue and intensity.

Section 5.10 Landscaping. Within six months after completion of a Dwelling Unit or within any extension of that period granted by the Architectural Committee, all yards and open spaces shall be landscaped and thereafter maintained and kept landscaped in accordance with the Design Guidelines and as approved by the Architectural Committee.

Section 5.11 Weeds. All yards and open spaces and the entire area of every Lot on which no building has been constructed shall be kept free from plants or weeds infected with noxious insects or plant diseases and from weeds, including but not limited to Canadian thistles, mullein, poison oak and poison ivy, which in the reasonable opinion of the Association or Declarant constitutes a nuisance or are likely to cause the spread of infection or weeds to neighboring property, and free from brush or other growth or trash which in the reasonable opinion of the Association or Declarant causes undue danger of fire.

Section 5.12 Mowing and Pruning. In order to effect insect, weed and fire control and to prevent and remove nuisances, the Owner of any Lot upon which a building has not been constructed shall mow, cut, prune, clear and remove from the premises unsightly brush, weeds and other unsightly growth and shall remove any trash which may collect or accumulate on the Lot.

Section 5.13 Grading Patterns. No material change may be made in the ground level, slope, pitch or drainage pattern of any Lot as fixed by the original finish grading except after first obtaining the prior consent and approval of the Architectural Committee. Grading shall be maintained at all times so as to conduct irrigation and surface water away from buildings and so as to protect foundations and footings from excess moisture.

## Cedar Heights Community Association

Section 5.14 Transmitters. No electronic or radio transmitter of any kind ~~other than garage door openers~~, electronic devices and transmitters permitted by Title 47, Part 15 of the United States Code and remote control devices for televisions, stereos, video cassette recorders, and similar equipment shall be operated in or on any Improvement or Lot.

Section 5.15 Animals. No animals except domesticated birds or fish and other small domestic animals permanently confined indoors and except an aggregate of four domesticated dogs and four domesticated cats shall be maintained in or on any Lot within the Community Area and then only if kept as pets. No animals of any kind shall be permitted which in the opinion of the Association makes an unreasonable amount of noise or odor or is a nuisance. No animals shall be kept, bred or maintained within the Community Area for any commercial purposes. No dogs or other pets shall be chained or enclosed on a Lot outside of the Dwelling Unit for any extended period of time, except by means of underground electronic fences or other invisible barriers or fences.

### Section 5.16 Parking of Vehicles

- (a) No motor vehicles owned, leased, rented or used by Owners or related users shall be parked overnight on any street within the Community Area.
- (b) No boat, trailer, camper (on or off supporting vehicles), tractor, commercial vehicle, mobile home, motor home, a towed trailer unit or truck shall be parked overnight on any street or within any Lot except in a completely enclosed building such as a garage, or unless screened in a manner approved by the Architectural Committee. Pickup trucks having a  $\frac{3}{4}$  ton or less manufacturer's rated capacity, with or without bed toppers, and passenger vans for the private use of the residents of a Dwelling Unit as primary transportation on a day-to-day basis, shall not be considered trucks for purposes of the foregoing restrictions.
- (c) No motor vehicles shall be driven or parked within the Association Properties except as authorized by the Association.

Section 5.17 Inoperative Vehicles. No unused, stripped down, partially wrecked or inoperative motor vehicle or part thereof shall be permitted to be parked on any street or on any Lot in such a manner as to be visible at ground level from any neighboring property or street, unless fully screened in a manner approved by the Architectural Committee. An unused vehicle shall be any vehicle which is not properly licensed or registered or has remained immobile for more than a week as determined by the Association.

Section 5.18 Vehicle Repairs. No maintenance, servicing, repair, dismantling, sanding or repainting of any type of vehicle, boat, machine or device may be carried on except within a completely enclosed Improvement which screens the sight and sound of the activity from adjoining streets and from neighboring property.

Section 5.19 No Signs. No sign of any kind shall be displayed to public view on any Lot or on or from any Dwelling Unit except for signs permitted under the Design Guidelines or otherwise approved by the Architectural Committee.

Section 5.20 Outdoor Burning. There shall be no outdoor fires on any Lot or on the Association Properties, except fires in barbecue, braziers and outside fireplaces contained within facilities or receptacles intended for such purposes. No Owner shall permit any condition on such Owner's Lot which creates a fire hazard or is in violation of fire prevention regulations.