

At A Glance

HAWK HAVEN OWNER VS HOA RESPONSIBILITY

GOVERNING BYLAW	OWNER	HOA
CULINARY WATER LINES	Maintain service lines located from water meters from Courtney Way & Skylar Way to individual dwellings	Culinary water mains and service connections to the water meters will be maintained by hoa
SECONDARY WATER MAINS	X	Maintained by hoa including on-site usage, after valves or metered connections
SNOW REMOVAL	Owner responsible for limited common area and other applicable areas taking reasonable precautions to ice and ice accumulation	Association will contract with a service with discretion in frequency of snow removal
UNIT & DWELLING MAINTENANCE	All necessary repairs of exterior walls, doors, door frames, garage doors, windows, window wells, window frames, skylights, patio doors, or glass of any kind. Anything else affected not assigned to hoa is owner responsibility	Hoa replace or repair roofs, rain gutters, down spouts. Normal wear and tear on exterior wall finishes
DUTY TO MAINTAIN	Maintain unit, dwelling and improvements shall remain in a clean and sanitary condition, free of pests and rodents, and uncluttered at all times	X
IMPROVEMENTS	No alterations from original structure, changes to exterior, remodeling, landscaping, paint color, will be made without board approval and submitting an Architectural Request to property manager	X
REPAIRS BY ASSOCIATION	If an owner lets their dwelling fall into a state of disrepair that's dangerous or unsafe, unsanitary or unsightly condition. If owner fails to take corrective action, the hoa has the right to enter unit and take corrective action to abate the condition. Unpaid amounts will bear interest	Association will give written notice describing offense and demand for correction of the situation
REINVESTMENT FEE	Reinvestment fee can be 0.5% of home sales price when there's a change in ownership. Declarant shall not be subject to reinvestment fee	X

FINES	Owner sent a violation letter first to remedy. If not remedied it goes through the fine shedule process	Hoa asesess a fine for a violation of terms and conditions of governing documents in an amount set by the board of directors
LIMITATIONS & RESTRICTIONS	Single family dwelling is 1 household related by blood, marriage, or adoption, or one group of not more than one unrelated individual per bedroom	X
BUSINESS USE	No portion of the community may be used for any commercial use. Owners may not have heavy equipment, create a nuisance, or increase traffic flow	X
NOXIOUS OR OFFENSIVE ACTIVITY	No noxious or offensive activity shall be carried out on any unit. No loud noise or odors that detract enjoyment to nearby units	X
HAZARDOUS ACTIVITY	No activity may be conducted that's unreasonably dangerous, hazardous, or which would cancel homeowner insurance. No storage of caustic, toxic, flammable explosive or hazardous materials in excess of household use. NO FIREWORKS or discharging firearms or setting open fires contained or supervised. No graffiti. No open flame outdoor stoves, chimneys, portable/nonportable firepits, or tiki torches. Anything with an open flame is prohibited	X
NO UNSIGHTLINESS LIGHTING EXCEPTION: CITY OWNED LIGHTS	No open storage of building materials (except during construction or improvement) No open storage or parking of construction equipment. No open storage of vehicles, trailers, or other pieces of equipment that are unusable or in poor condition. No temporary structures such as tents, trailers, sheds, without board approval. Send email to property manager	X
LIGHTS & DECORATIONS	No annoying exterior lights except to those designed to face downward. Seasonal lights and decorations MUST BE REMOVED WITHIN 30 DAYS AFTER HOLIDAY	X
ANNOYING SOUNDS	No speakers, windbells, windchimes, or other noise making devices	X

SIGNS	No signs whatsoever including political signs except those required by legal proceedings. A For Sale sign or Rental sign cannot be more than 2FT X 3FT	X
QUIET HOURS	Quiet hours are between 10PM- 7AM. All noise shall be held to a minimum	X
SMOKING	Smoking materials such as cigarette butts, cigar ends, must be properly disposed of by smoker. Smokers by law need to be 25FT away from dwellings	X
RENTALS / LEASES	No short term or nightly rental shall be advertised or listed on any site. Owner may not lease or rent less than the ENTIRE dwelling. Longterm leasing (6 mo+). Tenants must comply with bylaws. Failure to comply defaults under the lease. Owner will provide identifying vehicles, occupants, phone numbers, and any pertinent contact information and a copy of the lease to the WRPM property management company. Owners are responsible for renters and their guests to comply with governing bylaws. Each owner in accepting the deed to a dwelling expressly consents to such authority and appoints the hoa as attorney in fact for owner to execute any and all instruments of and all remedies available to remove offending NONOWNER	Hoa may adopt rules requiring reporting and procedural requirement related to NONOWNER OCCUPIED dwellings. Reasonable admin provisions consistent with, and as it deems appropriate to enforce the requirements of this declaration. Hoa following notice to owner has no liability for any action of NONOWNER. Hoa has the right to initiate a forceable entry and unlawful detainer action, or similar action, with purpose removing NONOWNER offending the premises
TRASH CONTAINERS AND COLLECTION	All garbage, trash, and recycling shall be placed and shall be placed and kept in covered containers provided by collection agencies. Such containers shall be maintained as not to be visible from neighboring units. Containers shall be returned to their screened area no later than the end of pickup day	When a home is sold, WRPM will set the new owner up with a garbage container to be delivered
PARKING	No boats, trailers, recreational vehicles, large trucks, and commercial vehicles shall be subject to such penalties, fines, and/or legal action. Temporary parking for listed vehicles not to exceed (24 -48 hours) for loading/unloading. Does NOT apply to Emergency vehicle. No vehicles of any kind shall be repaired or	Hoa may adopt further rules and policies at any time Association reserves the right to adopt rules within the project including without limitation right to immediately remove or cause to be removed any vehicle improperly parked. Restrictions on time period and duration that any guest or visitor parking

	constructed or reconstructed within the subdivision. Non commercial, passenger vehicles must be kept in an enclosed garage or within confines of owner's driveway Oversized vehicles that do not fit shall not be allowed	may be utilized. Restrictions or bans on vehicles without Dept of Transportation compliant mufflers or exhaust systems. Assessment of fines to owners and occupants who violate such rules
PETS	No commercial breeding is allowed in community. When a pet leaves a dwelling shall be leashed or in a cage. Minimum of (2) pets are allowed per dwelling in community. No exterior structures for care, housing, or confinement of such pets. Prohibited to leave unattended food outside because it attracts insects, mice, rats, and other undesirable creatures. All pets have to be kept on a leash or within approved fencing enclosure on owner's yard. Pet droppings have to be picked up by each owner.	X
REPORTING VIOLATIONS	Anyone wishing to report a violation of rules needs to have a photo(s), video, decibel sound app footage, or 2 witness statements. Along with this documentation the animal, unit, or person identifying details of violation. Violations are subject to penalties, fines, and/ or legal action	Hoa may adopt further rules and policies at any time
COMBINATION OF UNITS	Combining units is not allowed without prior consent of an Architectural Review by the Board	X
HOME IMPROVEMENTS & ARCHITECTURAL PROCESS	Any plans and specs submitted to the board shall be submitted through the form at www.welchrandall.com/communitymanagement/hoadirectory/hawkhaven	Upon review of ARC form submissions shall be submitted through your portal or by email to tori@welchrandall.com
LIABILITY FOR DAMAGES	Owner is responsible for any and all damages to concrete, sidewalks, or subdivision infrastructure. The board shall not be held to liability for damages by reason of any action, inaction, approval by it with respect to any request made pursuant to this article	All plans and specs shall be approved or denied in writing within (30) days. After submission if action is not taken in (30) days it's deemed approved as long as it meets governing bylaws
INSURANCE REQUIREMENTS	Insurance requirement from carrier is listed on www.welchrandall.com under Hawk Haven.	Hoa shall obtain insurance as required by this declaration. Hoa may obtain insurance that provides more or add'l coverage than the insurance required in this declaration. Policies can be obtained from

		different insurance carriers and stand alone policies may be purchased instead or in addition to embedded included coverage, or endorsements to other policies. Hoa shall obtain a blanket policy of common areas
HAZARD INSURANCE: FLOOD OR EARTHQUAKE POLICIES	X	If approved by majority owners the hoa may add policies for covering water and flooding perils that are not covered by the blanket policy. If approved by majority owners the hoa may add policies to cover earthquakes that are not covered under the blanket policy. The hoa shall keep equal to Association Property insurance deductible or \$10,000 deductible, whichever is less

