

Hawthorne HOA Inc.

Rules & Regulations

October 8, 2019

Assessments

The annual assessment shall be payable by March 31st of each year. If any assessment is not paid within sixty days (60) of the due date, such assessment shall then become delinquent.

Exterior Maintenance

The Homeowner is required to preserve the beauty, quality and value of the neighborhood, by maintaining the exterior of their home, lot and driveways. This includes, but is not limited to the following:

1. Trim/Siding/Columns
 - a. Should be free of dirt, mold and mildew.
 - b. Vinyl siding that is melted or warped should be replaced.
 - c. Should not be faded, chipped or peeling

2. Roof
 - a. Should not have missing or curled shingles.
 - b. Should be free of dirt, mold and mildew

3. Driveway
 - a. Should be free of oil and other stains
 - b. Should not have large cracks

Temporary Buildings

Sheds are not permitted on any lot. Special occasion tents/inflatable houses/slides may be erected provided it is erected no more than twenty-four (24) hours before an event and is removed within twenty-four (24) hours after the event with the consent of the Committee or Board.

Boats and Motor Vehicles

To preserve the residential appearance of the neighborhood, the covenants outline restrictions on boats, recreational vehicles, or other motor vehicles, except four-wheel passenger automobiles, being placed, parked, or stored upon any Lot. In addition, trailers should not be placed, parked or stored upon any Lot. However, when used for temporary purposes (i.e., loading, unloading or transporting) said boats, vehicles, trailers may be permitted on a temporary basis on Owner's driveway only (not on street or in yard) no more than five (5) consecutive days and no more fifteen (15) total days in a calendar year.

Trees

To comply with the covenants, each Lot must have at least two (2) trees in the front yard within one (1) year of the date that the dwelling is occupied. These trees should have a 2” caliper or greater size at time of planting.

Holiday Decorations

Holiday decorations and lighting shall be displayed no earlier than forty (40) days prior to a holiday and no later than forty (40) days after a holiday, but in total no longer than sixty (60) continuous days.

Automobile Storage Areas

No publicly viewed vehicle shall be left unmoved and/or not in working order for more than forty-five (45) days and must be properly plated in accordance with local and state ordinances. Vehicles are not to be parked on grass.

Animals

No animal cages or dog runs shall be erected or stored on any Lot. Dogs must be restrained to the owners Lot. Dog chains or tethers are not allowed in the front yard of any Lot. Dogs must be kept on a leash when not on the owner’s Lot and pet owners shall immediately pick up all pet feces from other Lots or Common Areas. It is the pet owner’s responsibility to keep their Lot clean and free of pet debris and feces. The Hawthorne Neighborhood is subject to Porter County's Animal Ordinance and owners can be referred to the Porter County Animal Shelter for enforcement. Additionally, fines as outlined below will apply.

Rubbish, Trash, and Garbage

Trash/Garbage receptacles shall be in view no longer than twenty-four (24) hours before and/or after scheduled trash pick-up. Once the twenty-four (24) hour allowance has passed a ten dollar (\$10) per day fine will be charged to the homeowner thereafter. Trash/Garbage receptacles must be approved by the Board or Committee.

Public Nuisances

Any dog or cat that barks or makes other harsh excessive noises so as to disturb the quiet, comfort, and repose of a member or members of the community as reflected by persons with normal sensitivities to noise, molests or bites passersby, runs at large, chases vehicles, attacks other domestic animals, deposits excretory matter on property on other than that of the owner, shall be deemed a public nuisance. No noxious offensive activity may occur on any Lot. Activities resulting in annoyance or nuisance to the neighborhood are not allowed.

Mailboxes

All mailboxes must be consistent with original Neighborhood mailboxes and permanently installed in the ground with concrete. All mailboxes and supports shall be well maintained free of large dents, excessive chipped away or fading paint, rust, corrosion, with straight standing supports, not leaning.

Outdoor Sporting Equipment

Basketball hoops must be permanently installed more than fifty percent (50%) into the driveway, mounted in ground with concrete and approved by the Committee or Board prior to installation. No basketball hoops shall be attached to dwellings. Portable basketball hoops in place prior to these amended covenants will be grandfathered in, however must adhere to the following rules;

- a. must be stored and not in view from surrounding Lots when not in season;
- b. must be located more than fifty percent (50%) into the driveway, out of sidewalk and street path;
- c. must be standing and not lying down when in public view; and

Any other portable sporting equipment, nets, etc. must be stored out of public view when not in use and overnight.

Trampolines must be secured to ground with six (6) points of contact.

Yard Lights

Each Owner of a Lot in the Subdivision shall install a yard light in working order and with a minimum of sixty (60) watts with a dusk to dawn photo cell and be consistent with original Neighborhood yard lights on the Lot when the dwelling or house is constructed upon said Lot. Yard lights shall be maintained free of dents, excessive chipped away or fading paint, rust, corrosion and not leaning.

In addition, no flood lights or bright lights which illuminate adjoining Lots shall be permitted.

Sidewalks

Sidewalks should be consistent with Neighborhood's original sidewalks.

Yard/Lot Maintenance

Firewood is to be neatly stacked and stored out of view from the street. Lumber/construction wood or debris shall not be stored upon Lot and/or viewed from surrounding Lots. No garden, lawn, or maintenance equipment may be stored upon Lot and/or viewed from surrounding Lots.

Lots, lawns and landscape beds are to be maintained free of weeds, underbrush and other unsightly growths. Homeowner will receive a warning allowing ten (10) days to correct the violation. If the violation is not corrected within ten days, a ten dollar (\$10) per day fine will be charged to the homeowner thereafter.

Rental/Lease

1. Owner must have registered his renter/lessee with the City of Valparaiso and provide a copy of the registration along with the names of the occupants to the Association within thirty (30) days of renter/lessee taking occupancy. Failure to do so will result in a fine of \$500.00.
2. Rental/Lease Agreements may only be entered into with single-family renters/lessee.
3. Sub-leasing is not permitted.
4. The renter/lessee (occupant) shall not use this property for any purpose other than a dwelling.
5. Renter/lessee (occupant) is RESPONSIBLE FOR:

- a. Adhering to Declaration of Covenants and Restrictions for Hawthorne Subdivision
6. Homeowner is RESPONSIBLE FOR:
 - a. Paying the annual assessments;
 - b. Informing the renter/lessee of all applicable Hawthorne HOA covenants, restrictions and rules and regulations to which they must adhere to while occupying said property;
 - c. The actions of the renters/lessee while in Hawthorne Subdivision;
 - d. Any damages to Hawthorne Subdivision property caused by the renters/lessee; and
 - e. Ensuring care and upkeep of the exterior of the dwelling and related property.
7. The Homeowner SHALL NOT:
 - a. Permit any persons, other than those listed to reside on the rental property for a period exceeding seven (7) consecutive days without obtaining written approval from the Association.
8. FAILURE TO ADHERE to these Rental/Lease Regulations will result in fines as outlined in the Restrictive Covenant Enforcement Policy, Procedures and Fine Schedule.
9. To ensure the enforcement of this agreement, the Association has the right to demand the Homeowner evict said renter/lessee, and/or take eviction proceedings against the renter/lessee as necessary.

Restrictive Covenant Enforcement Policy, Procedures and Fine Schedule

1. **First Letter.** Following receipt of an alleged violation or on its own initiative, a member of the Board of Directors shall then investigate within one to five (1-5) days of the alleged violation. If a violation is found to exist, a letter (the "First Letter") will be sent to the owner outlining the violation and requesting compliance with the By-Laws, Restrictive Covenants and Rules and Regulations within fourteen (14) days of receipt of letter. After a follow-up review, if the violation is cured or corrected in response to the "First Letter", then no further action shall be taken and, more specifically, no fine shall be levied against the Owner.
2. **Second Letter.** If the violation continues as determined by a follow-up review and is substantiated by the Board of Directors, a second letter (the "Second Letter") will be sent to the owner outlining the violation and requesting compliance with the By-Laws, Restrictive Covenants and Rules and Regulations within fourteen (14) days of receipt of letter. After a follow-up review, if the violation is cured or corrected in response to the "Second Letter", then no further action shall be taken and, more specifically, no fine shall be levied against the Owner.
3. **Third Letter.** If the violation continues as determined by a follow-up review and is substantiated by the Board of Directors, a third letter (the "Third Letter") will be sent to the Owner:
 - Outlining the violation,
 - Giving a fourteen (14) day deadline from the date of "Third Letter" to comply with the By-Laws, Restrictive Covenants and Rules and Regulations,
 - Fines assessed as outlined below.

Fines

A fine may be levied from the date of the “First Letter” was mailed if the violation is not cured by the date of the Third Letter. Any unpaid fine is owed to the Association. In the event of a continuing violation that results in the Assessment of more than thirty (30) continuous days of fines, the Board will further review the situation. The Board may, among many other things, initiate legal proceedings to enjoin any further violation, to collect any unpaid fines, to collect attorney’s fees and costs, and to seek any other relief that may be appropriate. Fines may continue to be assessed and levied during the pendency of such legal proceedings.

Payment of all attorney’s fees and costs incurred by Association in connection with the enforcement of the By-Laws, Restrictive Covenants and Rules and Regulations against an Owner who is determined to have committed a violation of the By-Laws, Restrictive Covenants or Rules and Regulations shall be the sole responsibility of the violating Owner. The attorney’s fees and costs will be billed and collected in the same manner as assessments.

The Board of Directors reserves the right to amend this Restrictive Covenant Enforcement Policy, Procedures, Fine Schedule and Rules and Regulations, which amendment(s) shall be effective upon notice to the Owner.

Fine Schedule

Fines for violations of the By-Laws and Restrictive Covenants may be levied daily from the date the “First Letter” was received if the violation is not cured within timeframes below.

1. Fines shall be levied at the following rates:
 - a. Ten dollars (\$10) per day accrues from the date the “First Letter” was mailed if the cure or correction does not occur within fourteen (14) days.
 - b. After fourteen (14) days, twenty dollars (\$20) per day accrues unless the violation is cured or corrected within fourteen (14) days of the “Second Letter”.
 - c. If the same violation by the same Owner has occurred before (i.e., as previously established by the Board of Directors) the initial fine will be at a rate of twenty dollars (\$20) per day for the first fourteen days, thereafter increasing to thirty dollars (\$30) per day until the violation is cured or corrected.
2. The Board reserves the right to waive fines, for good caused at its discretion.

Summary of Enforcement Steps

1. Board receives COMPLAINT from a resident.
2. Board INVESTIGATES the complaint.
3. Board sends Owner “First Letter” stating violation and asks for violation to be corrected within fourteen (14) days of receipt letter.
4. Board INVESTIGATES to see if violation has been corrected.

5. If violation has not been corrected, Board sends Owner “Second Letter” stating violation, requesting compliance within fourteen (14) days of receipt letter.
6. Board INVESTIGATES to see if violation has been corrected.
7. If violation is not corrected, Board sends Owner “Third Letter” stating violation, requesting compliance within fourteen (14) days of receipt letter.
8. If violation continues for more than thirty (30) days from “First Letter”, Board further REVIEWS SITUATION and may initiate LEGAL PROCEEDINGS.

Severability

The invalidity of any provision of these Rules & Regulations shall not impair the validity of any other provision. If any provision of these Rules & Regulations is determined by a Court of competent jurisdiction to be unenforceable, that provision shall be deemed severable and these Rules & Regulations may be enforced with that provision severed or modified by the Court.