

# AZBURY 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 plats of Azbury Park and Azbury Woods and its community association. They are subject to additions or changes by the Architectural Control Committee and the Board of Directors of the Azbury Community Association, Inc. These policies are meant to ensure the value and desirability of the Azbury Community Association, Inc. and to protect the investment of the individual property owners.

### GENERAL

No structure or improvement, including, but not limited to, building, residence, garage, fence, wall, in-ground swimming pool and spa, exterior lighting, swing set, play equipment, permanent basketball goals or other structures for sports and recreation, statues, lawn ornaments, or other non-living landscaping ornamentation device or any other structure shall be commenced, erected or maintained upon a Lot, nor shall any exterior addition change or alteration be made to a structure on a Lot unless and until the plans and specification showing the structure's nature, kind, shape, height, materials and location are submitted to and approved by the Architectural Control Committee 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.

Requests 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 materials 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 or the policies in this document should be directed to the Chairperson of the Architectural Control Committee.

### POLICIES

1. **FENCES:** Fences must be approved by the committee. The finish must be either: paint, stain, white or natural earth tone color and must conform aesthetically with the home. Fence height can be a maximum of six (6) feet. Wrought iron, vinyl fences or aluminum look-a-like fences are encouraged. 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 to 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 unless otherwise approved by the architectural control committee. All fencing must be maintained in a high state of repair. (Section 6.1 & 7.8 of Covenants) Notwithstanding any other provisions to the contrary in Section 6 of the Covenants, the Committee may not approve construction or modification of any fence listed in the Covenants (Section 6.9) which, in the Committee's sole opinion, would create a sight obstruction of any lake in the Subdivision.

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 (design 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 high state of repair. (Section 6.1 and 7.8 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 7.8 of the Covenants of Azbury Park and Azbury Woods. Tree houses are not permitted. Specific location must be submitted for approval by the Architectural Control Committee. Sets cannot block the line of sight to the lake of any house on the lake. (Section 6.1 and 7.8 of Covenants)

4. **STRUCTURES:** No unattached structure (by way of illustration and not limitation, shack, barn, garage, basement, tent, tool shed, tree house, dog house, 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 7.8 of Covenants)

5. **VEHICLES:** No boat, boat trailer, jet ski, snowmobile, recreational vehicle, motor home, truck, bus, camper or any motor vehicle not currently titled, registered, or having a current license plate, or any non-operable motor vehicle shall be permitted to be parked outside an enclosed garage on a Lot or on any public or private street in the Subdivision for periods in excess of 48 hours, or for a period which is the aggregate is in excess of 16 days per calendar year. The term "truck" as used in Section 7.9 is defined to mean any motor vehicle which has a gross vehicle weight in excess of 8,700 pounds or which is rated at a load carrying capacity of one-ton or more. (Section 7.9 of Covenants)

6. **SIGNS:** Except as provided in Section 7.1 of the Azbury Park and Azbury Woods Covenants, no sign of any kind shall be displayed to the public view on any Lot except one professional sign of not more than five (5) square feet, advertising a Lot for sale or rent, or signs used by a Builder to advertise a Lot during the construction and sales periods. (Section 7.11 of Covenants) Content of signs are subject to approval or architectural 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 freestanding radio or television antenna shall be permitted on a lot. Satellite receiving disk or dish shall be permitted on a Lot, provided however, that the **installation and location thereof must be approved by the Architectural Control Committee.** (Section 7.12 of Covenants)

8. **WORKMANSHIP AND MAINTENANCE:** All structures on a Lot shall be constructed in a substantial, good and workmanlike manner and of new materials. No roof siding, asbestos siding or siding containing asphalt or tar as one of its principal ingredients shall be used in the exterior construction of any structure on a Lot, and no roll roofing of any description or character shall be used on the roof of any residence or attached garage on a Lot. No Lot, lawn, landscaping or structure shall be permitted to become overgrown, unsightly or fall in disrepair. 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. It is the responsibility of every homeowner and a

benefit to our community to ensure that every property is kept well maintained. (Section 6.1, 7.12 & 7.16 of Covenants)

9. **LAWN:** In the event the Owner of a Lot fails to commence construction on a Lot within twelve (12) months after the purchase of said Lot, the Lot Owner shall seed the entire Lot with grass and regularly mow and maintain same. (Section 6.2 of Covenants)

10. **LANDSCAPING/CONSTRUCTION ACTIVITY:** Once construction of any structure is commenced on any Lot, there shall be no lapse of construction activity greater than sixty (60) consecutive days (excluding any days where construction is delayed or not possible due to adverse weather conditions). All Owners, except Developer, shall Landscape or cause to be landscaped, their Lot in a manner as to maintain consistency with the integrity of the Landscaping contained on other Lots in the Subdivision on which residences have been constructed. Upon completion of a residence, all landscaping as approved in the plans and specifications shall be installed promptly, and in no event, no later than one hundred eighty (180) days following the issuance of the certificate of occupancy for the residence constructed thereon or fifteen (15) months from the initial commencement of construction, whichever is earlier. (Section 6.7 of Covenants)

11. **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 permanent, constructed of commercial grade materials, and located no more than twenty (20) feet from the dwelling. If located at the driveway, the backboard of the post/goal shall be set perpendicular to the street unless otherwise approved by the Architectural Control Committee. Plans for freestanding flag poles must be submitted to the Architectural Control Committee for approval. Flagpoles may fly only the United States Federal or State Flag. (Section 6.1, 7.8 and 7.10 of Covenants) Flagpole height may not exceed twenty (20) feet and not to exceed the height of your home.

12. **TRASH DISPOSAL:** 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 except in sanitary containers. Garbage cans shall not be placed at the street for collection and pick-up earlier than 4:00 p.m. on the day prior to the scheduled pick-up. Garbage cans shall be located inside an enclosed garage except when placed at the street for trash pickup. No incinerators (external or internal) shall be kept or allowed on any lot. Composting piles/containers are not permitted. (Section 7.15 in Covenants)

13. **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.

14. **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 7.10 in Covenants)

15. **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 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 7.14 of Covenants)

16. **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 7.7 of Covenants)

17. **EASEMENTS:** No owner of any lot shall erect or grant to 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 of 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 7.5 & 7.6 of Covenants)

18. **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 in the subdivision except that an individual water system may be used for the purpose of a swimming pool or lawn irrigation. (Section 7.13 & 7.18 of Covenants)

19. **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 6.1 & 7.10 of Covenants)

20. **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 committee. (Section 6.6 of Covenants) Special rocks are encouraged to be placed around the ponds to control erosion, subject to approval from the committee. The landscaping rocks are at the homeowner's expense.

21. **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 Azbury Park and Azbury Woods if paddle boats and docks are allowed. The Board is willing to revisit this subject at a future date if the insurance policies change.

22. **FOUNTAINS:** The only fountains allowed in any of the Azbury Park and Azbury Woods Ponds will be Association owned. No private fountains will be allowed.

23. **TRAMPOLINES:** Are permitted in the back yards and must be kept in a high state of repair. If stored, they must be stored inside and not propped up against the house. (Section 6.1 covenants).

**Any questions, concerns, complaints or requests for approval should be submitted in writing to:**

**Azbury Community Association, Inc  
Attn: Architectural Committee Chairperson  
10808 LaCabreah Lane  
Fort Wayne, IN 46845**

**Equity Land Corp. will serve as the Architectural Control Committee until a Board is formed in Azbury Park and Azbury Woods.**

