

Frequently Asked Questions Regarding The Covenants, Restrictions and ByLaws Of Huntington Park

What is this document?

The following information is provided as an excerpt of some of the provisions of the Declaration of Covenants, Easements and Restrictions as well as the ByLaws of Huntington Park. It should not be construed to be the actual language contained therein, nor should it be construed to contain all of the provisions of the Covenants. Each homeowner is urged to read their entire copy of the Covenants and ByLaws, as there are additional provisions that affect the operations of the owners of the Lots included herein.

Huntington Park is governed by the “Declarant” or Developer (BENNINGTON COMPANY) and by the “Huntington Park Homeowners Associations” (HPHA).

Why do I need a Homeowner’s Association?

Homeowners Associations are established primarily to protect the property values within the community in which you live. In Huntington Park, as in most Sanitary Improvement Districts (SID’s) there are common lands and Improvements that are for the benefit of all residents. These lands and Improvements must be maintained and their use governed in order to maintain the standards for which they were established. HPHA provides the mechanism within which this can be accomplished and apportion the costs appropriately among the homeowners.

Can I add to my home and make changes to the outside?

Yes. However, an Owner or Homeowner’s Association cannot make any improvement without first obtaining the written approval for the Improvement from the Declarant. Furthermore, no Owner or Homeowner’s Association shall apply for any governmental approval or building or other permit for any Improvement without first obtaining the written approval of the Improvement from the Declarant.

In addition to the foregoing requirement, any improvement made by any Owner or Homeowner’s Association must be in compliance with the requirements of all controlling governmental authorities. Also, the Owner or Homeowner’s Association shall be required to obtain an appropriate building permit from the applicable governmental authority when required by controlling governmental laws. Any consent or approval by the Declarant for any improvement may be made conditioned upon the Owner or Homeowner’s Association obtaining a building permit for same, or providing the Declarant with written evidence from the controlling governmental authority that such permit will not be required. In that event, the Owner or Homeowner’s Association shall not proceed with any improvement until such building permit is obtained or evidence that a building permit is not required is obtained and submitted to the Declarant.

If we plan an addition, can we use all of our property?

No! The portions of the your Lot designated as Drainage and/or Utility Easements and all improvements thereon shall be maintained by the Owner of the Lot, except for those improvements for which a public authority or utility company is responsible. Improvements to your Lot are not permitted within these easements,

After I obtain approval, can I do the work myself?

If a building permit is required for any improvement made by any Owner or Homeowner's Association, then the improvement must be installed or constructed by a licensed contractor unless otherwise approved by the Declarant. In any event, the improvement must be constructed in a good and workmanlike manner.

Are there contractor requirements for my Improvement?

All construction must be performed by contractors and subcontractors holding either a State of Nebraska or County certified license to do residential construction in the County. Construction of any Improvements shall commence no later than five (5) months (unless the Declarant approves in writing) after approval by the Declarant, and upon commencement, construction shall be pursued diligently until completion, without stopping, with completion to occur one (1) year.

What about air conditioning unit placement?

Air conditioning units must be placed in walled-in areas or landscaped areas so that they are not visible from any dedicated street. Such landscaping shall be installed and maintained by the Owner thereof.

- Wall and window air conditioning units are not permitted
- Solar collectors are not permitted

What about landscaping?

Landscaping plans also need approval by the Declarant. No Improvements (including but not limited to driveways, pools, fences and landscaping) and no change in the condition of the soil or the level of the land of any portion of your Lot shall be made which results in any permanent change in the flow or drainage of surface or subsurface water of or within Huntington Park without the prior written consent of the Declarant.

Can I change the color of the outside of my house?

No exterior colors on any Improvement shall be permitted that, in the judgment of Homeowner's Association and/or the Declarant, would be inharmonious or discordant or incongruous with the Architectural harmony of Huntington Park. Any exterior color changes desired by an Owner must first be approved by the Declarant.

What window treatments are appropriate?

Window treatments shall consist of drapery, blinds, shutters, decorative panels, or other tasteful window covering of the type customarily found in single family homes. No newspaper, aluminum foil, sheets or

other unsightly window treatments are permitted, except for periods not exceeding 4 weeks after an Owner first moves into a Dwelling or when permanent window treatments are being cleaned or repaired.

Can I convert one of our rooms to an office and conduct my business from my home?

Yes, however, no trade, business, profession, commercial activity, or any other nonresidential use, shall be conducted upon any portion of the your property, if, in connection therewith, customers or patients come to the Dwelling or if such nonresidential use is otherwise apparent from the exterior of a Dwelling. The foregoing shall not preclude (i) the rental of your Property; or (ii) activities associated with the construction, development and sale of the Property.

I want to construct a fence for privacy. What are the restrictions?

Fences and walls shall not be permitted in the front of any Dwelling. No fence or wall shall be installed without the consent of the Declarant, and only then as allowed by the Covenants. All fences and walls must be maintained in good condition at all times. Fences may be constructed of wood or wrought iron, or other material approved by the Declarant. No fence shall be over 6 feet high. In planning any fence or wall, the Owner must give due consideration to such matters as easements, drainage, berms, or other physical characteristics of the applicable Lot, and the effect of the fence or wall on the surrounding community. For specific details contact the Declarant for further information.

Can I put a storage shed in my backyard?

Except for single family dwellings, no structure of a temporary character, including, but not limited to, trailer, tent, shack, shed, bard or outbuilding shall be parked or erected on any Lot at any time without specific written approval of the Declarant. No structure of a temporary character may be used as a Dwelling.

We like to air dry certain clothes. Can I have a clothes line?

No.

Are political or other signs permitted on my property?

No signs shall be placed upon any Lot that are visible from the exterior of the Dwelling.

Notwithstanding the foregoing, 1 customary and usual "for sale" sign not greater than 6 square feet shall be permitted. In the event any sign is installed on a Lot or on the exterior of any Dwelling that violates this paragraph, the Homeowner's Association shall have the right to remove such sign without notice to the Owner. Furthermore any such removal shall not be deemed trespassing and the Homeowner's Association shall not be liable for the removal or for any damage or loss to the sign.

Are there limitations on the number and type of pets permitted?

No animals, livestock or poultry of any kind shall be kept, raised or used upon any Lot, except that dogs, cats or other household pets may be kept, provided that they are not nuisance. Pets shall not be kept,

bred or maintained for any commercial purpose. Doghouses and their location external to the Dwelling must be approved by the Declarant.

Are there provisions to control unruly parties or unusual noise?

No loud, obnoxious, illegal or offensive activities shall be conducted upon the any Lot or within any Dwelling. Lots and Dwellings thereupon shall be maintained so as to not become a nuisance or annoyance to the community.

What restrictions exist on use of vehicles?

Only automobiles, trucks or vans constructed as private passenger vehicles, pick-up trucks of a type customarily used as private passenger vehicles, and other vehicles manufactured and commonly used as private passenger vehicles (such as a Ford Explorer, Range Rover, etc.), may be parked within the development without the prior written consent of the Declarant, unless kept within an enclosed garage. This includes vehicles containing commercial lettering, signs or equipment. No boat, camper, trailer, auto-drawn or mounted trailer of any kind, recreational vehicle, mobile home, truck, aircraft, camper truck or similar chattel shall be maintained or stored on any part of a Lot (other than in an enclosed structure) for more than twenty (20) days within a calendar year. No motor vehicle may be parked or stored outside on any Lot, except vehicles driven on a regular basis by the occupants of the dwelling located on such Lot. No parking is permitted on any lawn or areas other than driveways and garages.

The foregoing restrictions shall not be deemed to prohibit the temporary parking of commercial vehicles while making delivery to or from, or while used in connection with providing services to the Property. All vehicles parked within the Property must be in good condition and repair. No vehicle, which does not contain a current license plate or which cannot operate on its own power, shall be parked within the Property outside an enclosed garage for more than 24 hours. No major repair of any vehicle shall be made on the property.

Can I repair my vehicle?

No maintenance or repairs shall be performed on any vehicles upon any Lot other than in an enclosed garage, except in an emergency situation. All repairs to disabled vehicles on a Lot other than within an enclosed garage, must be completed within two (2) hours from the immobilization thereof or the vehicle must be removed from the Lot or placed in an enclosed garage.

Are there restrictions on my children's play equipment?

All basketball backboards and play structures to be constructed or otherwise erected upon a Lot must be approved in writing by the Declarant and shall be located at the rear of a Lot behind the Dwelling and, in the case of a corner Lot, shall be located in the portion of the Lot furthest from the side street. No doghouse, playhouse, playstructure, tree house or Improvement of a similar kind and nature shall be constructed or erected on any part of a Lot in front of the rear line of the Dwelling constructed thereon, and no such structure shall be allowed without the prior written approval of the Declarant.

How is garbage handled?

Garbage, trash, refuse or rubbish should be regularly scheduled for pick-up and shall not be permitted to unreasonably accumulate. Garbage, trash, refuse or rubbish that is required to be placed near any street or at any particular area in order to be collected may be so placed. Any trash containers must be removed and stored following collection. All containers and other garbage collection facilities shall be screened from view from outside the area upon which they are located, and they must be kept in clean condition with no noxious or offensive odors emanating therefrom.

I've seen litter in common areas. Is that allowed?

In order to preserve the beauty of Huntington Park, no garbage, trash, refuse or rubbish shall be deposited, dumped or kept upon any part of the any Lot or common area, except in closed containers or other garbage collection facilities deemed suitable by the Declarant. All containers and other garbage collection facilities shall be screened from view from outside the area upon which they are located, and they must be kept in clean condition with no noxious or offensive odors emanating therefrom. Furthermore, if such litter exists, we sincerely hope that you will remove it to a suitable container.

Are there general maintenance requirements?

In order to maintain the standards of Huntington Park, the Dwellings and Improvements thereon shall be kept in a good, safe, clean, neat and attractive condition, and all Improvements thereon shall be maintained in a finished, painted and attractive condition. No weeds, underbrush or other unsightly growth shall be permitted to grow or remain upon any portion of the Property, no refuse or unsightly objects shall be allowed to be placed or permitted to remain anywhere thereon, and no grass on said property shall be permitted to grow to a height in excess of four inches (5") for improved property and ten inches (12") for unimproved property.

Improved property shall be any Lot on which the construction of a Dwelling has been completed as evidenced by the issuance of a Certificate of Occupancy

Unimproved property shall be any portion of Huntington Park that is not improved property.

Excepted from the foregoing provisions of this paragraph shall be any portion of the Committed Property owned by Declarant or its nominee through the period of construction of Dwelling or other Improvements thereon. However, all such construction debris, refuse, unsightly objects and waste on a portion of the Lots must be removed within thirty (30) days after the completion of construction of the Improvement on such portion of the Lot

Unless prohibited by the applicable governmental authority, the Owner of a Lot shall also be responsible for maintaining the property between the edge of his Lot line and the edge of pavement for the adjacent dedicated roadway, including but not limited to keeping all portions thereof (except the driveway) fully sodded and maintaining the driveway.

Any Common Area shall be used, kept and maintained in accordance with the applicable Homeowner's Covenants and ByLaws. The expense of operating and maintaining a Common Area shall be the obligation of the SID.

What happens if I violate a provision of the covenants?

You will receive written notification of such violation. If, after proper notice and a reasonable time to cure the violation (generally speaking but not limited to 30 days or less), you are still in violation, then in that event, Homeowner's Association can impose fines and can lien your home to insure collection of the fine and correction of the violation.

How much are the fines?

The fines vary and are set with the approval of the Board Members of the Association. A listing of some of the proposed fines is available upon request. The fines and the contents of this listing are subject to change, at any time, with the approval of the Board Members of the Association.

Who controls how much dues we pay to the Association?

Each year an operating budget for Huntington Park is prepared (by the Finance Committee). You are entitled to a copy of the budget, which must be adopted each year at the annual meeting. The dues are be designed to meet the expenses of HPHA. You are subject to the payment of dues to the Homeowner's Association.