

Highland Park Book Of Resolutions

Revised March, 2004 (Revisions in non-italic bold)

Approved at March 31, 2004 Board Meeting

The Highland Park Board approves this revision to the Book Of Resolutions and most recent definitions and explanations of the Covenants and By-Laws applying to the property, ground, and residents of Highland Park.

Nuisances

The general statements of the Nuisance section of the Covenants are:

1. "No lot shall be used in whole or part for the storage of trash and rubbish."

This means no **construction materials, dirt piles, general trash, property, equipment, or anything** that will cause such lot **to appear untidy, unclean, or obnoxious to the good and proper appearance of the neighborhood** will be allowed. In general, this means lots should be free of all stored material, or that material should be fully enclosed in a garage or properly concealed or fenced within the proper architectural theme of the lot.

2. "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 that they are not bred for commercial purposes."

All pets are subject to the Cass County Animal Control Ordinance #1998-3. Animals cannot run at large or be unrestrained. Good sense shall be exercised by pet owners to prevent their animal's waste from occurring on private property, and/or Highland Park commons areas, such as the parks and playgrounds. Pet owners are required to clean up their animal's waste in these areas.

3. "No noxious or offensive trade or activities shall be carried on upon any residential lot that may become an annoyance to the neighborhood."

This means that there will be no obvious evidence of commercial business being conducted on Highland Park residential lots or commons area. ***This means there will be no parking or storage of commercial vehicles, construction or like equipment, accessories, construction trailers, etc., on lots or the common grounds of Highland Park, unless they are kept in a garage completely enclosed. A commercial vehicle is any vehicle, truck, van, pickup that is used in a business and so identified with signage,***

logos and/or related mounted equipment such as ladders, racks, etc. Construction equipment and trailers that are on, and being currently used on active construction sites in progress are allowed.

Permanent external storage of intermittently used vehicles, such as boats, snow mobiles, mobile homes, travel trailers, campers, trailers, etc. is prohibited on lots or the common areas of Highland Park. Permanent is defined as longer than 15 days. The exception to this is temporary storage during the “in season” use period, of seasonal vehicles such as boats and snow mobiles, and then said storage shall be limited to driveways and paved storage pads. To maintain the orderliness and appearance of the community, garaged, concealed, or off site storage is preferred.

Storage or parking of automobiles and trucks other than on driveways or in garages, sheds, or fenced in paved or bricked storage pads is prohibited.

Exterior of Dwellings and Lots

All construction is to be substantially complete, including landscaping, within 6 months of the completion of the unit’s foundation.

Maintenance of Property

It is the lot/homeowners responsibility to maintain each property in good order and repair, with respect to the other properties in the community. This includes seeding, mowing, pruning, and painting.

It is the landowner's responsibility to mow and keep trimmed the Highland Park Association/s ditches between their property and the road. If the landowner chooses not to maintain said ditch, the association will have them maintained, and bill the homeowner for the maintenance in the quarterly billing. This includes the ditch along Cass County Highway 31 if the owners property borders Cass County Highway 31.

Natural growth yards are limited to wooded lots, **this however, does not apply to the Association’s ditches in front of your property.** They are lots 7 through 71 in Block 6, basically the east side of 13th Street North and the north side of 64th Avenue North. Also lots 1 through 4, and 19 through 27 in Block 5, which is basically the west side of 13th Avenue North, the south side of 64th Avenue North from 13th to 14th Street north, and the first two lots on the north east side of 14th Street North.

Owners of empty lots are required to keep them in a trimmed and finished condition.

Ditch Grade Modifications

Any and all modification to the drainage ditches and all road and lot ditches are prohibited. Any modifications, be it filling or excavating, must be submitted to the Architectural Review Board for approval prior to any changes.

Hunting and Target Practice

The Highland Park Board considers the greater Highland Park area as a residential community. Therefore, hunting of any kind is prohibited. State law prohibits hunting within 440 yards of any occupied dwelling, which, in effect makes it illegal to hunt in Highland Park.

Target practice is limited to bow and arrow.

New Construction, Additions, Decks, Landscaping, Accessory Buildings, Fences, etc.

All exterior construction, alterations, and/or additions must be submitted to the Architectural Review Board prior to the commencement of any construction activity. The specific language of the covenants state:

“No improvements, alterations, repairs, change of paint colors, excavations, changes in grade, or other work which in any way alters the exterior of any property or the improvements located thereon from its natural or improved state existing on the date such property was conveyed in fee by the Developer to an Owner shall be made or done without the prior approval of the Architectural Review Board.”

Structures in Yards and Courts

The covenants state:

“Accessory structures are not permitted in the front yard setback and must be compatible with the main structure. The height of such building shall be limited to fifteen (15) feet.”
“No fence or closely grown hedge shall be more than six (6) feet in height in any rear yard, or side yard, provided further that no fence or hedge in any yard of a corner lot within twenty (20) feet of the corner of such lot that is at the street intersection shall be higher than three (3) feet above the level of the road. No fence shall extend beyond the front building setback.”