

**Centre Court Homeowners' Association,  
Inc  
Architectural and Landscape Guidelines**

# **CENTRE COURT HOMEOWNERS' ASSOCIATION ARCHITECTURAL AND LANDSCAPE GUIDELINES Updated September 2021**

The guidelines set forth below were developed by the Centre Court Homeowners' Association Project Architectural and Landscape Committee to supplement the Community Architectural Committee guidelines. The Goals of these guidelines is to maintain Centre Court's harmonious design, and to preserve the original concept of the development. These guidelines are enforced by the Project Architectural Committee and/or Landscape Committee in order to protect and enhance the appearance of our neighborhood.

## **DEFINITIONS**

CAC: Community Architectural Committee

CC&Rs: Covenants, Conditions and Restrictions

CHBI: Community of Harbor Bay Isle

Common Areas: Refers to the entire project which is not included within the Units.

PAC: Project (Centre Court) Architectural/Landscape Committee

Restricted Common Areas: Refers to that portion of the Common Area set aside for your exclusive use, i.e., your backyard.

For more complete definitions, see the "Definitions" section of your CC&Rs.

## **Prior Approval Required for Improvements and Modifications**

The Association's CC&Rs provide that approval in writing from the CAC and PAC is required prior to making any alterations or improvements to Units or to landscaping. An owner who wishes to apply for an alteration or modification shall fill out an Architectural Application submit it in duplicate, together with plans, to the CAC at the CHBI Community Offices, 3195 Mecartney Road. An Architectural Application may be obtained by contacting the Community offices or at the Community website, [www.harborbay.org](http://www.harborbay.org).

After the CAC has the application and plans, a member of the CAC and a member of the PAC will review the Application, conduct a site inspection, and make written recommendations before the application is presented to the entire CAC for consideration. Once the alteration or modification has been completed, a final inspection will be conducted by the PAC to assure that changes have been made in accordance with the plans submitted. This final inspection must be requested by the homeowner once the work is finished.

All applications will be evaluated on an individual basis. Approval of a prior application does not set precedent for subsequent applications and/or the complex.

Because we live in a close-knit community where the quality of life is important, the following restrictions have been developed to help ensure an aesthetic environment which neighbors can share in peace and tranquility. For additional restrictions, please refer to the Community Architectural Committee Rules and Standards and your Centre Court CC&Rs, Article V, "Uses, Restrictions and Covenants".

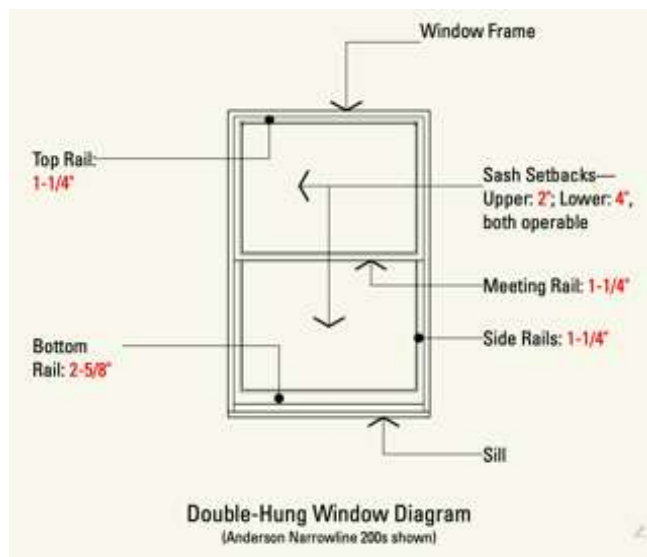
## Window & Door Replacements

### Doors and Windows

All original and replacement windows, and glass-panel single or paired French doors and their hardware must reasonably match and be compatible with the details, materials, color, and appearance of existing installations. To ensure an aesthetic appearance of the neighborhood, homeowners shall submit applications for all new doors and all full-frame or in-frame replacement windows.<sup>1</sup>

### Door and Full-Frame Window Replacements

All window replacements shall be white in color, double-hung, and have clear glass, with no divided lites or ogee lugs on the sash. Windows must be of vinyl- or fiberglass-clad wood material, excepting windows that open directly into a shower or bathtub, which may be all-vinyl. Full-frame window replacements shall not exceed by more than 50% the dimensions of the originally installed Andersen Narroline 200 windows, as shown in the diagram and chart below.<sup>2</sup>



Feature	Narroline	Max. Acceptable
Top Rail	1 $\frac{1}{4}$ "	1 $\frac{7}{8}$ "
Side Rail	1 $\frac{1}{4}$ "	1 $\frac{7}{8}$ "
Meeting rail	1 $\frac{1}{4}$ "	1 $\frac{7}{8}$ "
Bottom Rail	2 $\frac{5}{8}$ "	4"
Top setback	2"	1" min
Bottom Setback	4"	2" min

Applications for full-frame window replacements shall include product specifications and data sheets with dimensioned details of the specific windows and screens to be installed. Applications shall also include a diagram or drawing detailing which windows in the Unit the homeowner wishes to replace.

Note that removing shingle siding will invalidate the waterproofing warranty in Centre Court's 2020 re-shingling contract with ALP. Therefore, applications must include the identity and license number of the installer and the warranty of workmanship covering the installation of a moisture-resistant assembly.

<sup>1</sup> Andersen 200 and 400 series window-and-sash replacements within existing frames, known as "Kit Conversions," closely match existing windows and are acceptable.

<sup>2</sup> At the time this guideline is revised in July 2021, full frame windows such as Andersen 400 and Marvin Elevate meet these specifications. Others may also. All applications for full frame window replacements will continue to be evaluated for conformance with the dimensions specified above.

Alternative door designs and materials and replacement windows that exceed the specifications above shall be considered on a case-by-case basis, if appropriate to the existing architectural fenestration. Applications shall demonstrate visual conformance via drawings or photographs.

### **Maintenance Agreements**

The installation of any item that may affect the integrity of Association Property requires a Maintenance Agreement. In addition, any subsequent damage to Association Property related to the installation of a homeowner's modification is the homeowner's responsibility.

Installation of all new doors and full frame windows requires a **Maintenance Agreement**, including the installer's warranty of workmanship that covers the installation of a weather-resistant assembly.

### **Window Screens**

For compatibility with the neighborhood's overall appearance, homeowners must install and maintain window screens on all windows except during cleaning.

### **Single/Multiple Window Replacements**

As a condition of approval, a Homeowner applying for replacements of fewer than all windows on their Unit may be required to replace all windows on an elevation to create consistency and balance with the new windows' appearance and materials. However, homeowners in an adjoining Unit need not replace windows to conform to the Applicant Homeowner's replacements.

### **Exterior Paint Color Palette**

Front and back French doors: Sherwin Williams, semi-gloss "Olympic Range" (approved green).  
Storeroom doors: Kelly Moore, flat, "downtown Benny Brown" (approved tan).

**Homeowners should refer to existing Community Architectural Guidelines for additional applicable requirements.**

## ARCHITECTURAL RESTRICTIONS

For additional topics not covered below, please refer to your CAC Guidelines. Copies may be obtained from the Community Offices.

Alterations or Additions: As stated in Centre Court CC&Rs nothing shall be done in any unit in, on or to the common areas that will impair the structural integrity of the project or which would structurally alter the project nor shall any development be made of the air space or crawlspace above any unit or the common area without prior approval of the Board of Directors at a regularly scheduled board meeting or a special meeting of the Board of Directors for the project association. This includes any alteration, replacement or addition to the roof, perimeter walls, windows or exterior doors. **Nothing may be installed or attached to the roof without prior approval of the Centre Court Board of Directors.**

Air Conditioners: Window and roof models are not permitted. At-grade models that do not impact on neighbors will be considered. Applications based on bona fide medical necessity will be considered by the Board of Directors.

Arbors: Arbors are to be free standing and shall not be attached to the structure. Arbors shall be constructed of redwood which may be treated with a clear sealer. Metal, plastic, fiberglass, or straw-type materials are prohibited. Arbors shall not exceed a maximum of eight (8) feet six (6) inches from the grade or be installed closer than three (3) feet from the fence.

Attic Ventilation: Turbine models are not permitted. Trim and molding colors must match structure.

Barbecues: Barbecues must be portable only and must be located in an area that will not permit smoke to unreasonably intrude into neighboring property.

Carports: Carports are common property and can not be altered. Nothing can be stored in carport areas other than a vehicle. Nothing can be attached to support posts of carports, such as locking bicycles or scooters to supports. Homeowners are responsible for damage to support posts if caused by homeowner's car, truck, moving van, etc.

Clothes Drying Facilities: Outside clothes lines or other drying structures are not permitted.

Doors and Windows: Replacement windows and door hardware must match, as closely as possible, the original developer-installed design, color, and materials. Replacement doors should be solid wood or metal-clad wood and must match, as closely as possible to the original developer installed design. The exterior paint color palette is as follows:

- Front and back doors: Sherwin Williams Olympic Range, semi-gloss
- Store room door - Kelly Moore Acry-Plex Latex, flat, Downtown Benny Brown

### Electric Vehicle Charging Station in Exclusive Use Common Areas

1. Submit an architectural application with detailed plans including specifications clearly indicating where the EVC will be located, the brand or manufacturer, technical specifications and dimensions, (i.e. height, width, weight, etc.) as well as structural requirements.
2. A licensed contractor must be used to install the charging station.
3. Within 14 days of approval, provide a certificate of insurance that names the association as an additional insured under your insurance liability coverage policy in the amount of \$1 million (\$1,000,000) and shall name the association as an additional insured under the policy with a right to notice of cancellation.
4. Pay for all electrical usage associated with the charging station.
5. A maintenance agreement must be signed stating that the owner and each successive owner of the charging station shall be responsible for the following:
  - a. Costs for damage to the charging station, common areas, exclusive use common area, or separate interests resulting from the installation, maintenance, repair, removal or replacement of the charging station.
  - b. Cost for the maintenance, replace and replacement of the charging station until it has been removed and for the restoration of the common area after removal.
  - c. The cost of electricity associated with the charging station.
  - d. Disclose to prospective buyers the existence of any charging station of the owner and the related responsibilities of the owner regarding the EVC.

The owner and each successive owner of the charging station, at all times, shall maintain a homeowner liability coverage policy in the amount of one million dollars and shall name the association as a named additional insured under the policy with a right to notice of cancellation.

Entry Walks/Front Porches: Painting or coating of entry walks or front porches is prohibited. Personal property storages such as bicycles, strollers, patio furniture, firewood, etc., is prohibited in these areas. Entry walk maintenance is the responsibility of the Association. Owners are responsible for prompt cleaning of front porches. Dead or dying plants are to be removed immediately.

1. Items shall be placed within your front porch area only, as defined by the concrete slab within the fall of the roof. No item shall be placed on any portion of common walkway regardless of proximity to the front door. Items shall be reasonably limited in number, and no item shall be so placed as to impede entrance to a residence by fire or other emergency personnel.
2. Plant containers shall be made of natural materials (wood, terra cotta, concrete) and shall be no higher than 18 inches from base to lip.
3. All items shall be easily removable and when removed, items shall not leave stains or mar the common area in anyway.
4. Items shall not attract animals, either wild or domestic.
5. Hoses shall not be left in the common area.
6. All holiday decorations shall be removed no later than 15 days after the holiday.
7. All items placed in the front porch area shall be maintained to high quality standards.

Exterior Sound-System Speakers: Exterior speakers are prohibited.

Fences: The Association may approve temporary removal of fences for back yard property improvement installations. Owners must restore the fence to its original location and condition within two days of the installation completion. Fence extensions are not permitted.

(Clearance Requirements) No improvements or plant materials shall bear against or be improvements or plant materials near fences or walls or structures on neighboring properties shall have adequate clearance of at least 6 (six) inches (from fence posts) or shall be easily removable for maintenance. Homeowners are responsible to know all required setback and easement requirements.

Firewood: Firewood storage is permitted in restricted common areas only, and shall be stacked in an orderly manner. Firewood shall not come in contact with fences or houses.

Flagpoles and Flags: Only mounted flagpoles are permitted. Flags must be maintained in an appropriate condition and shall not obstruct walkways in common areas or commonly maintained areas. \* Not installed on Shingles

Gates (Rear Yard): Gate coverings shall be applied to the inside face of the gate, i.e., the original wrought iron shall remain visible from adjacent common areas.

1. Gate coverings shall not be heavy as to cause excessive wear on gate hinges.
2. The owner shall be required to remove all gate coverings to allow for maintenance or painting of the gate when necessary and with proper notice by the Association.
3. All gate coverings shall be maintained in good condition at all times and shall not be allowed to become dilapidated or visually offensive due to lack of repair or maintenance.
4. Materials:
  - a. Natural materials that compliment shingle siding in terms of color and texture, i.e., wood (solid boards, lattices, etc.), bamboo type slats or shade screen.
  - b. Metal screen or mesh (not solid) painted black to match gate
  - c. Colors: natural wood tones except black for metal screens.

Gutters and Downspouts: Owners shall not alter the installation of gutters or downspouts in any way that will adversely affect the drainage of the adjacent or owner's property.

Insect Traps (electronic): Insect traps may not create a nuisance to neighboring properties.

Light Fixtures and Lighting: Garden accent lighting is permitted in restricted common areas only and only if low voltage (12V), non-glare, low level, shielded lights is installed. Bright emergency-type flood lights, flashing lights, or unshielded spot lights are prohibited. Lights, or their effect, shall not intrude into neighboring property. Holiday-type lights are permitted only during the holiday season and shall be removed within fifteen (15) days of the holiday.

Paint and Color (interior): Owners are responsible for interior painting. The original interior paint color palette is:

Doors, trim, kitchen walls and ceiling, bathroom walls and ceiling: Kelly Moore Acry-Plex Latex semi gloss, Frost White

Walls and ceilings: Kelly Moore Acry-Plex Latex flat, Frost White

Patios and Decks: Patio size shall be in reasonable proportion to the landscaped yard area. Acceptable surfaces are brushed neutral or earth tone concrete, aggregate mix, brick, or slate. Painted or colored coatings are prohibited, except for a clear sealer. Patios may not be installed closer than six inches to the fence.

Patio Furniture Umbrellas: Patio and yard furniture shall be maintained in a neat condition.

Room Additions: Exterior room additions are prohibited.

Security Systems: Wall mounted alarm boxes shall be painted (with the exception of the telephone number) to match the structure.

Screen/Storm Doors: Front entrance screens or storm doors are not permitted, including security screen doors. Screens on rear doors will be considered upon submission of an application.

Skylights and Solar Tubes: Skylights and solar tubes are not permitted without the approval of the Board of Directors at a regular or special meeting.

Trellises: Trellis may not be higher than the top of the fence and should be installed no more than six (6) inches from the fence. Vines or other plants may not be attached to fences or houses. Trellis shall be constructed of natural redwood which may be treated with a clear sealer.

Utility Wires: Utility wires or lines such as telephone, electrical or cable TV lines and their conduit that are visible are prohibited unless there is no other practical way to bring the service into the dwelling. All wires and cables are required to be concealed on the dwelling's siding to the extent possible. Cable television or telephone lines shall be underground into the house wall, if possible. Utility wires, lines, conduit, etc. shall be concealed in the grooves of the wood siding or under the shingles and painted to match the house siding color, if necessary. For second floor installations, the line shall be concealed in the grooves of the wood siding. When moving to the second floor, the line shall extend to a corner of the house and shall be concealed in the corner molding to the second floor. Such installations require prior approval of the CAC.

Owners may request "Fast Track" approval by the Architectural Administrator.

Wind chimes: Wind chimes are permitted, but only if the sound level does not bother neighbors.



## LANDSCAPE RESTRICTIONS

Artificial Turf or Plant Materials: Artificial turf or plant materials are prohibited.

Front Yards: Front yard landscaping is installed and maintained by the Association. Homeowners may not alter the front yard landscaping by adding or removing association installed landscaping. The Association and its landscape maintenance contractor are not responsible for damage to homeowner plants or pots placed in common area front yards.

Landscape Materials: Please refer to the CHBI's Landscape Guidelines for information regarding landscape materials. Owners are encouraged to install landscape plants that conserve water. Information about drought-tolerant landscaping is available from the Community Architectural Administrator.

Fruit-bearing trees of the dwarf variety are permitted. All trees shall be maintained not to exceed thirty (30) feet. Trees with invasive roots or that are excessively disease-prone are prohibited.

Maintenance standards: Owners are responsible for maintaining their backyard landscaping, including trees and shrubs, in a healthy and attractive condition. Landscape installations, including trees and shrubs, shall; not duly interfere with neighboring yards or views, with Common Area landscape installations or with drainage channels. Lawns shall not be permitted to grow more than five (5) inches in height.

Owners shall remove all weeds, and water, fertilizer and prune as necessary. If a diseased tree becomes untreatable or dies, the owner shall promptly apply to the CAC and PAC for approval to replace the tree. All debris and dead foliage of landscape materials shall be removed promptly.

<p>For additional topics not covered below, please refer to your CAC Guidelines. Copies may be obtained from the Community offices.</p>
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## **CC&R ENFORCEMENT PROCEDURES**

Scope of Enforcement: Violations of the Association's governing documents and these Architectural/Landscape Guidelines will subject the violator to the CC&R violation enforcement procedures contained in Article III, 3. 17.

Step One: When the Manager or Board receives information concerning a possible CC&R violation, an attempt will be made to resolve the matter with a Courtesy Notice. If not corrected, a First Notice letter and then a Second Notice letter will be sent to the resident requesting correction of the violation within 2 week interval. If the resident is a tenant, the owner of the property will receive the letter.

Step Two: Failure to comply will result in a Board Hearing Summons that if the violation is not corrected, the violator will be requested to appear before the Board of Directors for a CC&R enforcement hearing. The Notice will be personally delivered to the Owner or Owner's agent, or sent Return Receipt U.S. Mail. The Notice shall include the date, time, and location of the hearing; the specifics of the violation or complaint; and the range of possible penalties if not corrected. Owners are responsible for their tenant's CC&R violations.

Step Three: The Board of Directors shall hear the violations according to the provisions of Article III, 3.17. Following the hearing, the Board shall convene an Executive Session, shall take all facts into consideration, and determine:

1. Whether the owner/tenant has violated the CC&Rs;
2. The deadline for correcting the violation; and
3. The penalty for failure to comply.

The Owner or Owner's agent shall be notified in writing of the Board's decision within ten (10) working days following the date of the hearing.

Rescheduled Hearing: If the Owner or Owner's agent can show acceptable good cause as to why he/she cannot attend the hearing, he/she must notify the Board at least forty-eight (48) hours prior to the originally scheduled hearing. If cause is accepted by the Board, it will reschedule the hearing and deliver notice of the new date at least ten (10) days prior to the rescheduled hearing date.

Hearing Default: If an Owner or Owner's agent called for any hearing fails to appear or to request a postponement of a hearing as prescribed in "Rescheduled Hearing" above, the Board shall proceed with the hearing *in absentia*.

## **COMMUNITY BOARD APPEAL PROCESS**

Refer to the Community Architectural Committee Rules and Standards for information on the appeals process.