

CICA Restrictive Covenants Enforcement: Lawn Height

Background

In accordance with the Articles of Incorporation of the Chesapeake Isle Civic Association (CICA), the purpose of CICA is to promote, protect, and preserve the common interests of residents and property owners.

Deed Restrictions and Covenants recorded in the Land Records of Cecil County in Liber WAS No. 300, folio 582, establish the conditions and restrictions which were set forth in the contract of sale dated November 20, 1972, and identify the Association as the governing entity of Chesapeake Isle.

The CICA Board of Directors appointed a Grass Mowing Committee to ensure adherence to the Restrictive Covenants regarding lawn height, manage the mowing of community property and administer the mowing of private/undeveloped lots of interested property owners who join the voluntary CICA Membership organization.

Restrictive Covenants

Stated in the Article (3) of the deeded Restrictive Covenants, "...grass and weeds shall be kept mowed by the second party so as not to exceed six (6) inches in height, and if not done, the first party may do, or have the same done, as often as necessary, and the second party agrees to pay promptly the entire cost of such work." (Please note that the CICA obtained status as the "first party," and property owners are referred to as the "second party" in the abovementioned covenants.)

Procedures for Enforcement of Lawn Height Violations

1. Grass Mowing Committee Chair will monitor the neighborhood for any properties not being maintained as per Article 3 of the Restrictive Covenants. Residents who have questions and or concerns regarding lawn height and maintenance are encouraged to contact the Grass Mowing Committee Chair to discuss.
2. The Chair will inform the Board Contact of any properties not in compliance.
3. The Board Contact for the Grass Mowing Committee will attempt personal contact with the property owner by phone, email and/or visit to investigate the situation and determine if next steps are needed.
4. If issue is not resolved in Step 3, the Chair will send the "First Notice" letter via email and USPS to the address on record with CICA.
5. After 10 business days, if the issue is not resolved, the Chair will send the "Second Notice" letter via email and certified mail using USPS to the address on record with CICA.
6. After 10 business days, if the issue is not resolved, the Chair will ensure the lawn is mowed at the property owners' expense and impose a \$40 administrative fee.
7. The property owner will be billed for the cost of the mowing and the \$40 fee to be paid upon receipt. If Chesapeake Isle mows, the charge should be 4 times the hourly rate of the mower to cover all expenses involved in the enforcement process. (For example: CI mower is paid \$15.00 per hour, the property owner will be billed \$60.00 per hour) If an independent contractor mows at the direction of CI, the property owner will be invoiced the contractor charge and the administrative fee.
8. Once CICA has moved through steps 1-7 one (1) time during a calendar year and the property owner does not cut the lawn as per the Restrictive Covenants, CICA will send the "Final Notice" letter via email and certified USPS to the address on record with CICA.
9. If at any point during this calendar year, the property falls out of compliance with the lawn height requirement in the Chesapeake Isle Restrictive Covenants, CICA will take the responsibility of mowing the lawn at the property owner's expense. Additionally, all repeat lawn mowing done under CICA direction within one calendar year will have an administrative fee of \$80.00 per mowing.
10. The property owner will be billed for the cost of the mowing and the \$80 fee to be paid upon receipt.
11. If the invoice is not paid, CICA may send the unpaid invoice to a 3rd party collection agency or pursue a lien on the property.
12. This procedure should be reviewed periodically, and the administrative fees re-evaluated.

Order of Precedence:

In the event, of a conflict, dispute, or inconsistency between the CICA documents, the following Order of Precedence shall apply:

1. *Articles of Incorporation*
2. *Restrictive Covenants*
3. *Bylaws*
4. *CICA Restrictive Covenants Enforcement: Lawn Height 2022t*

File name: CICA Restrictive Covenants Enforcement: Lawn Height [2022]
Version: 1
Approved by: CICA Officers and Legal Chair and Board
Date approved: 10/18/2022
Revision Date: N/A
Revised by: N/A



First Notice

Date

Name

Address

City, State Zip

Dear Name:

It has come to the attention of the Chesapeake Isle Civic Association (CICA) Board of Directors that the length of the grass on your property well exceeds the maximum height allowed in our community. Specifically, as stated in the Article (3) of the deeded Restrictive Covenants, "...grass and weeds shall be kept mowed by the second party so as not to exceed six (6) inches in height, and if not done, the first party may do, or have the same done, as often as necessary, and the second party agrees to pay promptly the entire cost of such work." (Please note that the CICA obtained status as the "first party," and property owners are referred to as the "second party" in the abovementioned covenants.)

We understand that it is sometimes difficult for owners to maintain their lawns, but please make every effort to do so in accordance with the Restrictive Covenants by **insert date (10 days)**. Please note that if the lawn is not brought into compliance, CICA can mow your lawn or hire a contractor to cut the lawn **at your expense**. Additionally, CICA will impose a \$40 administrative fee. Please let us know if you think this will be an ongoing problem, and we will try to connect you with someone who you could possibly hire to mow your lawn in the short-term.

Please do not hesitate to contact XXXXX, Grass Mowing Chairperson, at XXXXXXXX if you have questions. I also welcome you to attend our monthly CICA Board of Directors meetings, which are currently held on the third Tuesday of each month at 6:30 pm. They are currently being held virtually and open to all community members. (The meeting link is available upon request.)

Thank you in advance for your cooperation with this matter.

Sincerely,

CICA President

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Revision Date: N/A

Revised by: N/A



Second Notice

Date (10 days from letter 1)

Name

Address

City, State Zip

Dear Name:

The purpose of this **second letter** is to inform you that your Chesapeake Isle property continues to NOT be in compliance with the Restrictive Covenants of the community. Specifically, as stated in the Article (3) of the deeded Restrictive Covenants, "...grass and weeds shall be kept mowed by the second party so as not to exceed six (6) inches in height, and if not done, the first party may do, or have the same done, as often as necessary, and the second party agrees to pay promptly the entire cost of such work." (Please note that the CICA obtained status as the "first party," and property owners are referred to as the "second party" in the abovementioned covenants.)

If the lawn is not cut by **[insert date-10 days]**, we will make arrangements to do so at your expense. (The cost will also include a \$40 service fee.)

Please do not hesitate to contact XXXXXX, Grass Mowing Chairperson, at XXXXX if you have questions. I also welcome you to attend our monthly CICA Board of Directors meetings, which are currently held on the third Tuesday of each month at 6:30 pm. They are currently being held virtually and open to all community members. (The meeting link is available upon request.)

Thank you in advance for your cooperation with this matter.

Sincerely,

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Final Notice

Date
Name
Address
City, State Zip

Dear **Name**:

The purpose of this **final letter** is to inform you that your Chesapeake Isle property continues to be in violation of the Restrictive Covenants of Chesapeake Isle. As a result of your inaction, CICA has taken the responsibility of mowing the property one time at your expense. Specifically, as stated in the Article (3) of the deeded Restrictive Covenants, "...grass and weeds shall be kept mowed by the second party so as not to exceed six (6) inches in height, and if not done, the first party may do, or have the same done, as often as necessary, and the second party agrees to pay promptly the entire cost of such work." (Please note that the CICA obtained status as the "first party," and property owners are referred to as the "second party" in the abovementioned covenants.)

If at any point during this calendar year, your property falls out of compliance with the lawn height requirement in the Chesapeake Isle Restrictive Covenants, CICA will take the responsibility of mowing the lawn at your expense. Additionally, all repeat lawn mowing done under CICA direction will have an administrative fee of \$80.00 per instance.

Please do not hesitate to contact XXXXXX, Grass Mowing Chairperson, at XXXXX if you have questions. I also welcome you to attend our monthly CICA Board of Directors meetings, which are currently held on the third Tuesday of each month at 6:30 pm. They are currently being held virtually and open to all community members. (The meeting link is available upon request.)

Thank you in advance for your cooperation with this matter.

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