



Rules and Regulations of Highland Heights Condominium Owners Association

I. Permitted items in Exterior, Common and Limited Common Areas

If you are not sure about an item you wish to use please contact the Managing Agent or a Board Member.

A. Driveway:

1. Three flowerpots (see notes below on flowerpots)
2. Condo owners are responsible for snow removal when snowfall is less than one inch

B. Porch Area:

1. One chair, bench or figurine (see notes below on figurines)
2. One flowerpot (see notes below on flowerpots)
3. Condo owners are responsible for snow removal when snowfall is less than one inch

Note: Up to two chairs and a small table are allowed on larger porches, provided they do not cause a safety concern.

C. Front Entrance Door:

1. One wreath or other decoration (not permanently attached to the door)

D. Front Landscaped Stone Area:

1. Decorative mini-flag or mini-US flag (red and white stripes with 50 white stars over a blue rectangle)
2. Figurine (see notes below on figurines)
3. Single or double pronged Shepherd's Hook with flower pot(s)
4. Two bird feeders may be hung from the Shepherd's Hook or on the trees with care
5. Maximum of four flowerpot(s) on top of the stone (see notes below on flowerpots)

E. Patio Slab:

1. Moveable outdoor furniture (allowed April 1 through November 1)
2. One outdoor cooking grill
3. One figurine or one birdbath (see notes below on figurines)
4. Two flowerpots (allowed April 1 through November 1) (see notes below on flowerpots)

F. Back Landscaped Stone Area

1. Figurine or birdbath (see notes below)
2. Single or double pronged Shepherd's Hook with flowerpot(s)
3. Two bird feeder(s) may be hung from the shepherd's Hook or on the trees with care.
4. Maximum of four flowerpot(s) on top of the stone

G. Winter Holiday Season: (November 15 through February 1)

1. Holiday lights may be displayed on the evergreens with care during the winter holiday season.
2. Do not attach holiday decorations to the outside of any condo unit or fence.
3. Lighted holiday trees are permitted on the Porch Area (front and back) during the holiday season.

Notes:

1. Nothing should be placed or stored in the common areas without written approval from the HHCA Board.
2. Figurines and/or birdbaths are not to exceed 36 inches in any dimension and should be heavy and stable enough to stay in place during windy conditions (or be moved inside). No more than one birdbath on patio/rear landscaped area.
3. Flowerpots should not exceed 24 inches in any dimension excluding the flowers.
4. No items on, in or near the grass areas that would impede efficient maintenance of the lawn.
5. Plants are not allowed to grow up any exterior wall.
6. Items should be removed from driveways, sidewalks and porches in the winter to facilitate snow shoveling.
7. No adding or removing foundation plantings (without approval from the HHCA Board). An owner may replace a planting with a flowerpot but when an owner moves, must put in a replacement plant at owner's expense.
8. In-ground, wood burning fire pits are not allowed. Moveable gas fire pits are allowed on back patio.

II. Enforcement and Penalties

A system of penalties has been established to ensure compliance with the Declaration, Bylaws, Rules and Regulations of the Association. Any violation of a Rule or Regulation should be brought to the attention of the current Managing Agent or a Board member either verbally or in writing. The Managing Agent will relay the complaints to the Board of Directors for review. The unit owner(s) are ultimately responsible for all fines and the removal of all violations.

A. Receipt of a communicated violation

1. One to three calendar days after contact
 - a. Determine validity of complaint
 - b. Respond to complaining party
 - c. Document complaint
 - d. Advise owner in violation verbally or in writing of violation
 - i. Identify violation
 - ii. Advise violator about the penalties
 - iii. Advise violator about the appeal procedure
 - iv. Start the clock on 10 days to correct
2. 10 days after verbal notice
 - a. If the owner in violation has not appealed or had an appeal rejected and not corrected the violation, a certified letter is sent or delivered to the owner. The letter will identify the violation, explain that the 10 days grace period has expired, that the penalties have started to accumulate, and what the penalty rate is.

B. Appeal procedure

1. An owner can appeal an alleged violation within 10 days of being advised of a violation. The request for an appeal is made to the Managing Agent or the Board of Directors. A quorum of Board members is required to rule on any appeal. All hearings will be held in executive session of the Board. If a request for appeal is not received within the 10 days the violation is assumed to be valid.

C. Penalties

1. Decorations, vehicles, parking and pets
 - a. \$5 per day for the first 30 days
 - b. \$10 per day for the second 30 days
 - c. \$20 per day for the third 30 days and beyond
2. Changes to structure
 - a. \$5 per day for the first 30 days
 - b. \$10 per day for the second 30 days
 - c. \$20 per day for the third 30 days
 - d. \$40 per day for the fourth 30 days and beyond
3. HHCA Board of Directors can initiate legal procedures to recover penalty at any time except that it is mandatory at the 180 day penalty level.
4. If a violation is repeated a fine will be imposed without any grace period.

III. Shrubs, Grasses, Trees and Plants

The following is the approved list of shrubs, trees and plants that may be planted at Highland Heights. Only the shrubs, grasses, trees and plants on this list may be planted.

Owners wishing to replace trees, shrubs or other plants in the vicinity of their unit may do so at their own cost. However, the replacement must be approved in advance by the board.

A. Shrubs

1. Bobo Hydrangea
2. Holmstrup Arborvitaes
3. Gold Flame Spirea (pink) (dwarf)
4. Gold Finger Potentilla (yellow flowers)
5. Spilled Wine Weigela
6. My Monet Weigela
7. Bailey Dogwood (variegated – red twig)
8. Dwarf Korean Lilac
9. Densifomis Yew
10. Little Moses Burning Bush

B. Grasses (To be planted only in common areas and on berms)

1. Variegated Feather Reed
2. Big Blue Stem

C. Trees

1. Crimson King Maple (red/mule); grows to 60-80 feet
2. Red Maple (mule); grows to 60-80 feet

3. Autumn Blaze Maple; grows 40-55 feet
4. Autumn Gold Ginkos; grows 40-50 feet
5. Turkish Filberts; grows 40-50 feet
6. Kentucky Coffeetree Espresso; grows 40-50 feet
7. Katsuras; grows 40-60 feet
8. Patriot Elm; grows 40-65 feet
9. Blue Spruce
10. Flowering Crabapple (white, pink)
11. Flowering Thornapple (white)
12. Japanese Lilac

D. Plants

1. Day Lilies
2. Cone Flower
3. Hosta
4. Catmint
5. Euonymous

IV. Patio Expansions

Owners, at their own expense, may expand their patios in accordance with the specifications below. While the expansion of any patio does not require approval from the Board of Directors, it is strongly recommended that any owner contemplating such an expansion consult with the Buildings & Grounds Committee to address conditions that may be unique to the project and which cannot be anticipated in the Rules.

A. The patio can only be expanded two feet on the front and two feet on both sides (one side when patios are joined).

B. No shrubs or plantings can be moved or eliminated for the expansion.

C. Concrete pavers that match the original patio concrete, or red pavers that match the exterior brick of the units, must be used.

D. The pavers must be laid on a bed of 4-6 inches of sand or screenings.

E. For best results, a 3 inch thick paver should be used, as they are more stable and would have a minimum of movement.

F. The finished expansion must be at the same level as the existing patio.

G. Any maintenance or repair needed for the existing patio and its expansion are the responsibility of the property owner.

Note: This rule was adopted by the board on June 21, 2010.

V. Replacement Doors

Owners, at their own expense, may replace their front storm door, provided the replacement door meets the specifications below.

- A. The door must be white.
- B. The door must be full-view with retractable screen.
- C. The door must be manufactured by Pella, Anderson or Larson
- D. If the door has a kick plate, the color of the kick plate must be brushed nickel.
- E. All door hardware must be brushed nickel.

Note: This rule was adopted by the board on November 11, 2013.

VI. Rental Rules

The purpose of these rules is to establish the procedure for owners to comply with Wisconsin Statute 703.315 regarding the leasing of condominium units, and to help assure the residential character of the Highland Heights Condominium remains more consistent with private owner occupied residences as opposed to the character commonly associated with traditional multi-family residential rental developments.

A unit owner may rent or lease their unit without prior consent of the Board of Directors; however, when renting or leasing a unit, an owner must comply with all of the following.

A. Written agreements are required. All agreements or leases to rent or lease a unit must be in writing for a term of not less than 12 consecutive months, and before a tenant signs any agreement or lease, or occupies any unit, the owner of said unit shall provide the tenant with copies of the Condominium Declaration, Association Bylaws, and Rules and Regulations of Highland Heights Condominium.

B. All agreements or leases to rent or lease a unit must contain the following verbiage, and any agreement or lease failing to contain the verbiage set forth below, and any tenancy for any tenant who has not received copies of the Condominium Declaration, Association Bylaws and Rules and Regulations prior to occupancy, is unauthorized, null and void.

“Tenant(s) hereby agrees to abide by, and be bound by the Declaration, Bylaws and Rules and Regulations of the Highland Heights Condominium Owners Association and hereby acknowledge receipt of printed copies of these documents for review prior to signing this lease or rental agreement, and prior to occupying the unit being rented.”

Note: Owners may view and print copies of these documents on Highland Heights Web site or for a fee of \$10, obtain printed copies from the management company retained by Highland Heights.

C. The unit owner shall execute the Tenant’s Information Form. This can be found in Shared Documents on AppFolio in the “Forms for Owner” folder.

D. Within five days of occupancy of the rented unit by the tenant, the unit owner shall provide the Association’s management company with copies of the following:

1. A copy of the original lease or rental agreement or lease and all agreements or leases to extend or renew a lease or rental agreement.
2. A copy of the Tenant's Information Form.
3. A copy of the Association's Emergency Contact Form.

E. Failure by an owner to provide copies of the documents required within the specified five days shall result in an automatic minimum liquidated damages of \$250 and a lien being placed on the rented unit in the amount of the liquidated damages until payment, and the tenancy shall be unauthorized, null and void. This minimum liquidated damages may be increased by any actual damages, costs, and fees incurred for enforcement under paragraph "H" below.

F. Owners of units that have been leased or rented prior to the adoption of this rule and who have not previously provided this information shall have thirty days to provide such information from receipt of a request from the management company of Highland Heights Condominium for the documents required under Item D above.

G. The following rental restrictions apply to units in the Condominium:

1. Any unit sold, or otherwise transferred, after July 1, 2016 is prohibited from being leased or rented to one or more tenants for a period of three years following the date of closing of the purchase or effective date of transfer.
2. The restrictions in item number 1 above do not apply to the following tenancies:
 - a. Unit owners may lease their unit to family members. The term "family members" for these Rental Rules includes parents, brothers, sisters, nieces, nephews and children of the unit owners, and the spouses of the foregoing persons.
 - b. Unit owners and family members of unit owners, who are beneficiaries of a trust created by the unit owner(s) may lease the unit as tenants of the trust if title to the unit is held in the name of the trust.
 - c. Units owned by a limited liability company or corporation may lease the unit to tenants who are family members of the owners of the limited liability company or owners of the corporation.

H. In addition to other enforcement provisions under section II, Enforcement and Penalties, these Rental Rules may be enforced against both the owner and all unauthorized tenants by or on behalf of Highland Heights Condominium owners Association or the management company retained by the association or the manager designated by the Association. Enforcement may include legal action for monetary damages against the owner and/or injunctive relief against the owner and/or tenant in violation of the Declaration, Bylaws, or Rules and Regulations. Any unit owner(s) violating these rules, or allowing continuing violations by tenants occupying units of such owner(s), shall additionally be liable to the Association for all out of pocket costs and reasonable attorney's fees incurred for enforcement of these Rental Rules.

Note: The Rental Rules were adopted by the board on April 25, 2016 to become effective July 1, 2016.

VII. Garbage and Recyclables

All garbage at Highland Heights shall be handled in the following manner:

A. Garbage and recyclables should be placed on the curb after 5 p.m. on the day prior to the day of the scheduled pickup.

B. All garbage should be placed in a plastic garbage bag that is tied and then set inside the garbage container provided by the city of Appleton.

C. All recyclables should be placed loose (not bagged) in the blue recyclable container provided by the city of Appleton.

Note: This rule was adopted by the board on May 9, 2012.

Highland Heights Policy Regarding Modifications or Alterations to the Exterior of Units to Accommodate Handicapped Residents.

The Association's bylaws prohibit an owner from making changes to the exterior of any unit without the prior approval of the Board of Directors. The Association recognizes that from time to time units may be occupied by a resident requiring exterior modifications or alterations to accommodate accessibility issues arising from a physical handicap or disability. The purpose of this section is to establish the procedures by which residents (or prospective residents) and the Board shall work together to address such accessibility issues.

To carry out the Association's desire to make reasonable accommodation to residents with disabilities, the following policy is established.

A. Modifications to the interior of any unit to accommodate a disability do not require prior Board approval so long as such modification or alteration does not impair the structural integrity of the building.

B. An owner or prospective owner desiring a modification or alteration to the exterior of the owner's unit must complete an Application for Condominium Modification form, which can be found in Shared Documents on AppFolio in the "Forms for Owner" folder. The written request shall include the following:

1. A description of the handicap requiring the alteration or modification.
2. If the handicap is not readily apparent, a letter from a medical professional setting forth the nature of the handicap and the accommodation required to make the exterior of the unit accessible to the resident.
3. An architectural drawing prepared by a licensed architect, engineer or ADA accredited contractor showing the modification or alteration. The drawing shall also include a statement certifying that the modification or alteration meets all applicable

building codes. To the extent possible the modification or alteration shall be designed in such a way that it is compatible with the architectural and aesthetic character of the development.

4. The written specifications for the modification or alteration describing the nature of the work to be performed, the materials to be used, including the color and type of the materials (wood, metal, plastic, etc.).

5. The name of the contractor that will perform the work.

6. The Management Company may request a meeting with the applicant to better understand the details of the request.

C. After the Management Company has gathered all the necessary information it shall forward the request to the Board for action.

D. The Board shall provide the applicant with the time and date of the meeting at which the request will be discussed and shall provide the applicant the opportunity to make a presentation to the Board on the matter.

E. The Board may approve the request, deny it or propose changes to the design.

F. All approvals by the Board for such modifications or alterations shall be subject to the following:

1. All costs associated with the modification or alteration shall be borne by the unit owner.

2. The work shall be carried out by a licensed contractor and work shall proceed only after a building permit has been obtained. Under no circumstances shall a "do-it-yourself" installation be approved.

3. The unit owner shall be responsible for the maintenance of the modification or alteration and shall hold the Association from all claims arising from its use.

4. The modification or alteration shall immediately be removed and the area restored to its original condition by the owner at the owner's expense when (a) the unit is no longer occupied by a handicapped person or (b) prior to the sale of the unit to a non-handicapped person(s).

Note: This policy was adopted by the board on August 19, 2015.

VIII. Installation of Removable Patio Step and Railing

The purpose of this rule is to allow owners to install a removable step and railing leading from their sunroom to their patio in order to accommodate handicapped needs while at the same time preserving the uniform appearance of units.

Owners may, at their own expense, install a removable step to their patio provided the step meets the following criteria:

- A.** The step shall be a “box” that is constructed so that it fits over the top of the existing cement step. The unit must be free-standing and not attached to the building or patio slab.
- B.** The step may be of any width but no wider than the width of the patio door opening.
- C.** The dimensions of the treads and risers are at the discretion of the owner. Owners are cautioned, however, that most people are accustomed to risers of 7 inches and treads of about 10 inches in depth.
- D.** The steps must be constructed of composite material and be light gray in color.
- E.** If a railing is also being installed, it must be attached to the steps and not the patio or building.
- F.** Owners should consult with the Management Company or chairman of the Buildings & Grounds Committee prior to the installation of steps or railing to insure that the plan is in conformity with all Association standards.

Note: This rule was adopted by the board on September 14, 2016

IX. Installation of Radon Mitigation Vent Piping on Exterior Unit

Owners are permitted to install radon mitigation vent piping and an associated fan on the exterior of their unit provided the installation complies with the following:

- A.** The design of the radon mitigation system shall comply with the EPA design standards in effect at the time of the installation.
- B.** All work shall be conducted by a qualified radon remediation contractor.
- C.** All exterior piping shall be installed on the rear side of the unit.
- D.** The piping shall be white PVC.
- E.** The piping shall connect to the interior of the unit through the rim joist and the penetration shall be properly sealed after installation.
- F.** The piping shall be installed as closely as practical to the exterior wall and run perpendicular to the wall to the underside of the roof soffit at which point it shall run horizontally with the soffit and then continue upward to a point above the roof line.
- G.** The piping shall be attached to the building with stainless steel brackets and stainless steel fasteners.

H. The maintenance of the vent piping system and associated fan shall be the sole responsibility of the owner and all cost associated with the maintenance shall be borne by the owner. Maintenance shall include repairing any damage from any cause to the vent piping, fan, the building, siding, soffit, eaves and roof.

Note: This rule was adopted by the board on June 6, 2016.

X. Installation of Video Doorbells on Exterior of Unit

Owners are permitted, at their own expense, to purchase and install a video doorbell on the exterior of their unit, provided the installation complies with the following:

- A.** Any video doorbell must be placed in the exact spot of the unit's current doorbell.
- B.** All current wiring for the unit's doorbell must remain in place and should be used for the video doorbell. No new wiring should be installed.
- C.** The original doorbell should be saved so that it may be reinstalled at the time the owner moves, or no longer wishes to have the video doorbell.
- D.** Any maintenance that is required for the video doorbell shall be at the owner's expense.

Similarly, owners may, at their own expense, purchase and install a security camera for their back patio. The camera may not be attached to the building. It should be mounted to the outdoor floodlight. An owner is encouraged to consult with the Building & Grounds Committee before installing the security camera.

Note: This rule was adopted by the board on October 16, 2019 and amended on July 12, 2023.

XI. New Owner One-Time Fee to Reserve Account

The Highland Heights Condominium Association, in addition to an operating budget, maintains a Reserve Account, which is used for contingencies and replacement expenses. A portion of each homeowner's quarterly fees includes an amount that is designated to the Reserve Account.

Additionally, beginning Jan. 1, 2024, all new homeowners moving into Highland Heights will be charged an initial/transfer fee of \$500, which will be placed in the Reserve Account.

Note: This rule was adopted by the board on August 10, 2020 and amended on August 9, 2023.