



APPLETON, WISCONSIN

Rules and Regulations of Highland Heights Condominium Owners Association

It should be remembered that these Rules and Regulations do not replace the Bylaws, which the Board of Directors uses as its primary governing document. Both documents are in force. In case of conflict between the wordings of these documents, the Bylaws will prevail.

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

B. Porch Area:

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

C. Front Entrance Door:

1. One (1) wreath or other decoration (not permanently attached to the door)
- 2.

D. Front Landscaped Stone Area -

1. Decorative mini-flag
2. Figurine (see notes below on figurines)
3. Single or double pronged Shepherd's Hook
4. Two (2) Bird Feeder(s) may be hung from the Shepherd's Hook or on the trees with care.
5. Two (2) flowerpot(s) on top of the stone or hanging from the Shepherd's Hook (see notes below on flowerpots)

E. Patio Slab:

1. Moveable outdoor furniture (allowed April 1 thru November 1)
2. One (1) outdoor cooking grill.
3. One (1) figurine or one (1) birdbath (see notes below on figurines)
4. Two (2) Flowerpots (allowed April 1 thru 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
3. Two (2) Bird Feeder(s) may be hung from the Shepherd's Hook or on the trees with care.
4. Two (2) flowerpot(s) on top of the stone or hanging from the Shepherd's Hook

G. Winter Holiday Season: (November 15 – 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.
3. Lighted Holiday Trees are permitted on the Porch Area during the Winter 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 (or be moved inside) during windy conditions. No more than one (1) 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. Items should be removed from driveways, sidewalks and porches in the winter to facilitate snow shoveling.
6. No adding or removing foundation plantings (without written approval from the HHCA Board)
7. No fire pits are allowed.

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 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. 1 to 3 (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 in person) 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 appeals. 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. \$5.00 per day for the first 30 days
 - b. \$10.00 per day for second 30 days
 - c. \$20.00 per day for third 30 days and beyond
2. Changes to Structure
 - a. \$5.00 per day for the first 30 days
 - b. \$10.00 per day for second 30 days
 - c. \$20.00 per day for third 30 days
 - d. \$40.00 per day for fourth 30 days and beyond
3. HHC Board of Directors can initiate legal procedures to recover penalty at any time except that it is mandatory at the 180 penalty day level.
4. If a violation is repeated a fine will be imposed without any grace period.

III. SHRUBS, TREES, AND PLANTS

The Following is the "Approved" list of trees, shrubs and plants that may be planted at Highland Heights. No tree, shrub or other plant that is not 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 cost provided, however, that the replacement shall be approved in advance by the Landscaping Committee.

Shrubs:

1. Gold Flame Spirea (white, pink) (regular)
2. Magic Carpet Spiirea (Dwarf)
3. Gold Finger Potentilla (yellow flowers)
4. Abbots Potentilla (white flowers)
5. Wine 'n Roses Weigela
6. Red Prince Weigela

7. Bailey Dogwood (variegated – red twig)
8. Dwarf Korean Lilac (dwarf)
9. Densiformis Yew
10. Burning Bush

Trees:

1. Crimson King Maple (red/mule) grows to 60'-80'
2. Dwarf Amur Maple (red/mule) grows to 15' to 20'
3. Blue Spruce
4. Black Hills Spruce
5. Austrian Pine
6. Red Maple (mule) grows to 60' to 80'
7. Autumn Blaze Maple
8. Flowering Crab Apple (white, pink)

Plants:

1. Day Lilies
2. Hosta
3. Euonymous

Note: This list supersedes all previous lists and now is the official “Approved Plantings” list for Highland Heights. This list was approved by the Board of Directors on September 13, 2010.

IV. PATIO EXPANSIONS

Owners at their own expense may expand their originally installed 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 Landscaping Committee to address conditions that may be unique to the project and which cannot be anticipated in the Rules.

- The patio must be expanded two feet on the front and two feet on both sides (one side when patios are joined).
- No shrubs or plantings may be moved or eliminated to do the expansion.
- The pavers used to expand the patio must be concrete color to match the existing patio or red to match the exterior brick of the units.
- The pavers must be laid on a bed of 4" to 6" of sand or screenings.

- For best results a 3" thick paver is best as they are much more stable and would have a minimum of movement.
- The finished expansion must be at the same level as the existing patio.
- Any maintenance or repair needed for the expansion is the responsibility of the property owner.

Note: This rule regarding patios was approved by the Board on June 21, 2010.

V. REPLACEMENT DOORS

1. Owners at their expense may replace their front storm doors provided the replacement door meets the specifications below.
2. The door must be white.
3. The door must be full view with a retractable screen.
4. The door must be manufactured by Pella, Anderson or Larson.
5. If the door has a kick plate, the color of the kick plate must be brushed nickel.
6. All door hardware, including the kick plate if so equipped must be brushed nickel.

Note: The above rule regarding replacement storm doors was passed at a meeting of the Board of Directors on November 11, 2013.

VI. Rental Rules

Purpose. The purpose of these rules is to establish the procedure for Owner's to comply with Wisconsin Statute 703.315 regarding the leasing or rental 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.

Requirements. A unit owner may rent or lease his/her 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:

1. **Written Agreements Required**. All agreements or leases to rent or lease a unit must be in writing for a term not less than 12 consecutive months, and before 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, of Highland Heights Condominium.

2. **Required Verbiage**. 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 prior to occupancy, is unauthorized, null, and void.

“Tenant(s) hereby agrees to abide by and be bound by the Declaration, Bylaws and Rules of the Highlands 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 Website or for a fee of \$10, obtain printed copies from the management company retained by Highland Heights.”

3. **Tenant Information Form**. All tenants shall execute the Tenant's Information Form that appears below and the Association's Emergency Contact form.

4. **Copies Required for Management Company**. 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:
 - a. 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.

 - b. A copy of the Tenant's Information Form.

 - c. A copy of the Association's Emergency Contact Form.

5. **Failure to Provide Copies.** Failure by an owner to provide copies of the documents required in #4 above 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 8 below.

6. **Copy Requests by Management.** 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 #4 above.

7. **Three Year Rental Restrictions.** The following rental restrictions apply to units in the Condominium:
 - a. 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.

 - b. The restrictions in a. above do not apply to the following tenancies:
 - i. 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.

 - ii. 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.

 - iii. 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.

8. **Enforcement of Rental Rules.** 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 designed 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. 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 at its meeting on April 25, 2016 to become effective July 1, 2016.

Tenant's Information Form

Unit Address: _____

Tenant(s) Name: _____

Other Occupants of Unit: _____

- 1. Has the owner of this unit provided you with printed copies of the *Declaration, By-laws and Rules of the Highland Heights Condominium Owners Association*? _____ Yes
_____ No
- 2. Do you agree to abide by the *Declaration, By-laws and Rules of the Highland Heights Condominium Owners Association*? _____ Yes _____ No

I understand that copy of this form, the Emergency Contact Form and the lease must be provided to the Association's management company within five days of my/our occupancy of the unit.

Tenant

Tenant

Date: _____

VII – Garbage and Recyclables

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

- 1. Garbage and recyclables shall not be placed on the curb for pickup before 5 pm of the day prior to the day of the scheduled pickup.
- 2. All garbage shall be placed in a plastic garbage bag that is tied and then set inside the garbage container.
- 3. All recyclables shall be placed "loose" (not bagged) in a separate owner provided container.

This rule was adopted by the Board at its May 9, 2012 Meeting