

Rules and Regulations
Highlands Owners Association Inc

Order: 5JZ4BFK5B
Address: 8309 N 107th St Unit D
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HIGHLANDS OWNERS ASSOCIATION, INC.

DISCLOSURE MATERIALS

SECTION G

RULES AND REGULATIONS

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Rules and Regulations

Highlands Condominiums

January 2000

(INCLUDES 2001 AMENDMENTS)

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1. Authority

- 1a. Under the Declaration and Bylaws of Highlands Owners Association, Inc. authority is given to the Board of Directors to adopt and publish rules and regulations governing the use of the common area, limited common areas, parking areas, the facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof. Further, the Association may make reasonable rules and regulations governing the use of the units.
- 1b. The fines for monetary penalties for Highlands Owners' Association, Inc., rules infractions are approved by the Board of Directors for incorporation into the Rules and Regulations. Fines are payable to Highlands Owners' Association, Inc., and, if not paid, will constitute a lien against the home for collection and will be strictly enforced. Any individual may make an appeal to the Board of Directors. Hearings on fines assessed may be held at the first regular Board of Directors' meeting held after the issuance of the fine.
- 1c. Fines, unless otherwise noted, are \$25 for the first offense; \$50 for the second offense; \$100 for each other offense.
- 1d. The Board of Directors has the power to suspend the voting rights, right to use of the recreational facilities and/or right to have the grass cut and/or snow removed on the common areas directly adjacent to the property of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for infraction of published rules and regulations.
- 1e. Each owner grants the right of entry to his unit and lockers to any person authorized by the Board of Directors in the case of emergency, whether the owner or occupant is present at the time or not, when such emergency is fire or flood that would affect the property of adjacent owners, or when access to individual units is required to service meters, valves, and other common interest property. Each owner shall permit entry to any person authorized by the Board of Directors in case of non-emergency when entry is immediately necessary for the purpose of performing installations, alterations, or repairs, provided that requests for entry are made in advance and convenient to the owner.

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2. Responsibility

- 2a. Under the Declaration and Bylaws of Highlands I Condominium Association, each unit owner and each occupant of any unit is to abide by and be subject to the duties and obligations of the Declaration, the Bylaws, and the Rules and Regulations of the Association.
- 2b. **Payment of Monthly Membership Dues:** The total yearly amount of a homeowner's dues shall be payable on the 1st day of January of each year. Each unit owner shall be given the option to pay said amount on a monthly basis with 1/12 of the yearly assessment due and payable on the first day of each month, but no later than the 5th day of each month. Should any amount remain unpaid by the 6th day of any month, then the amount unpaid shall bear interest at the rate of eighteen percent (18%) per annum from the due date. Should any unit owner become more than one month plus five (5) days delinquent in his or her assessment, that owner shall lose the privilege to pay said assessment on a monthly basis, and the total amount of the yearly assessment then remaining shall immediately become due and payable and shall bear interest at the rate of eighteen percent (18%) per annum from that date forward. A lien may be filed, a small claims action may be initiated, or a foreclosure action may be brought against any unit owner who is over one month plus five (5) days behind in paying his or her assessment. All dues are payable to Highlands Owners' Association, Inc., and are to be mailed to the current management company.
- 2c. Every owner must perform promptly all maintenance and repair work within his own unit and garage area and must especially perform promptly such maintenance and repair work which, if omitted, would affect the project in its entirety or in a portion belonging to other owners, and such owner shall be personally liable to the Association for any damage caused by his failure to do so. Owners are specifically responsible for maintaining these areas in uniformity with all others and at their own expense: garage doors on individual garages, all storm and screen doors, mailboxes, patio decks, patio doors, and windows.
- 2d. Every owner must maintain the limited common areas appurtenant to his unit in clean and proper condition. No objects or structures, other than movable furniture or decorative furniture or pieces shall be placed on said limited common area, and permanent or movable barbecue grills shall be placed thereon only after prior written consent by the Board of Directors and then only in accordance with applicable state and municipal fire regulations.
- 2e. **Selling a unit:** A statement of account with proper satisfaction must be presented at the closing. A letter from the owner or realtor or lending agency must be received by the Association requesting such status of account. Upon receipt of this request, a check will be made of the exterior of the unit and common grounds surrounding the same for any negligent damage done by the unit owner. Should such damage be found, an assessment will be made against the unit owner for repair of the same. A letter will then be sent to the realtor or lending agency advising of any and all assessment for damage and status of account for dues and fines. The seller must give to the Association the name of the person or persons purchasing the unit. There is a \$100 Transfer of Membership fee payable by the seller at closing, and the Association must be advised of the closing date.

3. Architectural Control

- 3a. No change may be made to any building exterior, fence, or other structure or to any common area without first submitting plans for such change to and receiving final approval from the Board of Directors. Such plans should show the nature, shape, size, and location of the proposed change.
- 3b. An owner shall not make an alteration of a structural nature to any load-bearing wall within his unit or allow an occupant to do same without previously notifying the Association in writing through the president and specifying in such notice the alteration proposed.
- 3c. The landscaping and additions to the individual yards are left to the discretion of the homeowner, but any objects showing above the fence line must be approved by the Board of Directors. Changes and additions outlined above, if violated, shall be removed promptly by the management or the officers of the Association, the costs of which will be charged to the homeowner.
- 3d. The following will not be permitted:
1. Junk storage in yards and on patios
 2. Permanent clothes lines
 3. Wind chimes
 4. Window-type air conditioners
 5. Awnings of any type
 6. Basketball hoops, backboards, or similar articles
 7. Any unapproved building or lawn ornaments visible from the common areas
 8. Exterior seasonal decorations that are not removed two weeks after the close of the holidays
- 3e. Additions or removal of plants and/or shrubbery outside units shall require prior approval of the Board of Directors.
- 3f. Installation of wiring for electricity, telephone service, electronics, or other machines or antennas on the exterior of the property or that protrudes through the walls or the roof of any building is prohibited without the prior written consent of the Board of Directors.
- 3g. Nothing shall be done or kept in any unit or the common areas which will increase the rate of insurance or cause insurance to be canceled.
- 3h. Bicycles and other play equipment must be removed from the common areas by sunset.
- 3i. The Association shall not reimburse any unit owner for any alterations and/or maintenance of the yard areas unless that owner submits a written request to the Board of Directors and receives written approval prior to the work's being done.
- 3j. *Signs:* No unit owner shall be permitted to erect any sign upon his unit and/or any common areas thereabouts which are judged harmful to the aesthetic value of the Highlands, with the exception of the following:
1. A temporary "For Sale" sign and flags are permitted during an open house or other showing of the property. Said sign must be removed at the end of the day.
 2. The "For Sale" sign may be placed in a window for a limited extended period.

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4. Vehicles

ONLY REGISTERED RESIDENTS MAY PARK ON HIGHLANDS 1 PROPERTY.

- 4a. **Motorized Vehicles:** Operation of all two-wheeled and three-wheeled motor bikes, go-carts, mopeds and all other such motorized vehicles, regardless of size, is prohibited within the residential areas of the Highlands Owners Association, excluding the following:
1. Those vehicles properly licensed by the Department of Transportation, and
 2. Those vehicles being legally operated by individuals who are 16 years of age or over and who are properly licensed as operators thereof.
- 4b. Use of two-wheeled and three-wheeled motorbikes, go-carts, mopeds and all other such motorized vehicles upon the premises is limited for the purpose of entering or leaving the premises in which the operator either resides or is visiting, and such use is to be in compliance with posted speed limits in the area. Use is limited to the roadways, and riding on grassy areas or sidewalks is prohibited.
- 4c. **Bicycles:** Operation of bicycles and other non-motorized vehicles is limited to the paved roadways. Bicycles are not permitted on grassy areas or sidewalks. Bicyclists must observe all rules for roadway operation as if they were on a city street.
- 4d. **Children's Vehicles:** Operation of children's vehicles by children six -years old or younger is permitted on sidewalks.
- 4e. **Snowmobiles:** Operation of snowmobiles is not allowed in Highlands 1.
- 4f. **Parking – Underground:** Underground parking spaces are reserved for the parking of operable vehicles which are owned, leased, or otherwise operated by registered Highlands residents. The parking or storage of trailers, boats, etc. may be permitted with prior approval of the Board of Directors. No items of personal property shall be stored in the underground parking stalls except items stored in a neat and orderly manner on commercial grade shelving units. Nothing shall be stored so as to require more area than that area within the parametrical boundaries of the parking space. nor shall such storage result in a vehicle's extending beyond said parametrical boundaries. Nothing stored in the underground parking stall shall be stored near or obstruct access to electrical panels, plumbing lines or equipment. nor obstruct vehicular or pedestrian traffic, nor create an unsafe, unhealthy, noxious or offensive condition.
- 4g. Washing of automobiles is reserved for the residents only. Common sense cleanliness is expected.
- 4h. Dumping of engine oil and flammables in the sewer is unlawful.
- 4i. Parking in fire lanes is strictly prohibited at all times. Tow-away is at Owners expense.
- 4j. Fire and/or Police Department will be notified of these violations. The vehicle owner will be responsible for all fines, towing charges, and related costs. The unit owner will be responsible for any fines levied by the Highlands Owners Association.

- 4k. **Parking - Outside:** All outside parking areas are common areas and, as such, are governed by the following rules:

The parking of motor homes and towed recreational vehicles, such as campers, boats, and trailers is not permitted in the parking areas of Highlands 1. The use of present parking areas in front of and around the buildings will be prohibited for these recreational vehicles with the following exceptions:

1. Registered residents preparing their recreational vehicles for travel, storage, etc. may be permitted to have such vehicles remain in the common parking area for a period of 24 hours.
 2. Registered residents with guests owning recreational vehicles may park those vehicles in the common parking areas for a maximum of one week with the prior written approval of Management.
- 4L Double axle, multiple axle, and commercial vehicles are not permitted in the common parking areas. The exception to this rule delivery and moving vans, which will be permitted for a period of not more than 24 hours. Any, extenuating circumstances should be presented to the Board of Directors before a violation occurs. At no time will junk cars or junk vehicles, defined as vehicles not licensed or which do not run, be allowed in the parking areas. Junk vehicles will be reported to the Police Department, ticketed and towed at the Owner's expense.
- 4m. No vehicle shall be parked so as to obstruct the use or servicing of refuse/recycling containers or the usual and customary refuse/recyclables collection process
- 4n. Vehicles owned, leased or otherwise operated by registered residents and parked on Highlands 1 property must be registered with the association and have a Highlands 1 parking permit displayed on the inside lower corner of the windshield on the passenger side. Registration must be sent to the board of directors or their agent within ten (10) days of residency or change of vehicle.
- 4o. No vehicle shall be parked in other than a designated parking space. Parking on driveways or in front of garages is prohibited.
- 4p. No vehicle shall remain parked in a single outdoor parking space for more than fourteen (14) days without moving without prior written approval of management.
- 4q. At reasonable times and upon reasonable notice vehicles shall be removed from the property to permit the parking areas to be cleaned, repaired, resurfaced, repainted, restriped or cleared of snow and ice. All vehicles shall be moved from one space to another within 48 hours of a snowfall.

VIOLATIONS OF THESE RULES SHALL BE REPORTED IN WRITING TO THE BOARD OF DIRECTORS OR MANAGEMENT NOTING ALL PERTINENT INFORMATION SUCH AS THE VEHICLE TYPE, COLOR, CONDITION, LICENSE NUMBER AND EXPIRATION, AND THE NAME AND ADDRESS OF THE VEHICLE OWNER IF KNOWN.

5. *Use of Buildings and Grounds*

- 5a. The buildings and each of the units are intended for single family residential use only and are restricted to that use.
- 5b. Golfing and ball playing on the common areas of the Highlands Owners' Association is prohibited.
- 5c. *Pets:* No animal except dogs, cats, or other common household pets may be kept. No pet may be kept, bred, or maintained for any commercial purpose. No more than one dog and one cat or two cats, not more than 15 pounds in weight, shall be permitted per unit.
- 5d. Pets must be leashed at all times when outside units. Pets must not be left unattended outside or staked out unattended in common areas under any circumstances.
- 5e. Dogs that bark 15 minutes consecutively shall be reported to the City for disciplinary action.
- 5f. Pickup and removal of pet waste on common grounds and/or private yards is the responsibility of the pet owner. Any owner who fails to pick up and remove pet waste from such grounds will be fined. While walking a pet the respective pet owner must possess the equipment and or means for immediate removal of all pet waste matter and immediately and properly dispose of pet waste. No waste matter should be disposed of unwrapped.
- 5g. After a fourth offense of pet rules, legal action will be taken to remove the pet from Highlands I as a public nuisance, with all costs incurred as a result of this action to be borne by the pet owner.
- 5h. Throwing garbage or trash outside the disposal receptacles is expressly prohibited.
- 5i. The fine for deliberate destruction of common grounds and amenities is \$100 for the first offense and \$200 for each additional offense, plus the cost of repairs. A \$50 reward will be paid to any person over the age of 18 who furnishes information leading to the arrest and conviction of any person committing vandalism to the common grounds of Highlands Owners' Association, Inc.
- 5i. All household refuse shall be placed in securely closed, tie-type plastic bags and placed in the appropriate refuse container. Recyclables shall be properly sorted and placed in the appropriate recycling container.
- 5j. Nothing shall be placed in or near refuse/recycling containers which shall interfere with the use or servicing of said containers or the usual and customary refuse/recyclables collection process. Residents wishing to dispose of large items shall coordinate such service with the city or a private provider.
- 5k. No noxious or offensive activity shall be carried on in any unit or in the common area, nor shall anything be done therein which may be or become an annoyance or nuisance to others. Abnormally high noise levels that are generally considered disturbing shall be prohibited.
- 5l. An owner wishing to rent his or her unit must contact the current management company with the name or names of renters and dates of occupancy and termination of the lease. The Association shall then transfer the privileges of use of facilities to the new residents.

- 5m. Landlords must furnish their tenants with a copy of the Rules and Regulations and the By-Laws of the Highlands Owners' Association, Inc., and forward to the Association a signed affidavit that the rules and by-laws have been furnished to said tenants. All tenants must abide by the rules and regulations and the by-laws of the Association at all times. The responsibility for damages done by tenants rests on their respective landlords.
- 5n. Renters will not be permitted to have pets, except that they were grandfathered in at the time of this rule's enactment and except that they conform to the general pet rules of Highlands I Owners' Association, Inc.

6. Antennas

6.1. The Governing Documents (Declaration, Bylaws, Rules & Regulations and any amendments) provide that no antennas may be placed on the Condominium anywhere outside of a Unit. A regulation of the Federal Communications Commission adopted in 1998 (the "FCC Regulation"), however, supersedes the Governing Documents in some respects. The Association's responsibilities include protection of the Common Elements of the Condominium and preservation of the aesthetic quality and value of the Condominium and its components. Accordingly, the Association must balance these obligations with the requirements of the FCC Regulation. This Rule is intended to give guidance to Owners and Occupants as to how the Declaration and the FCC Regulation will interact with each other.

6.2 An Owner or Occupant may install an individual television reception antenna not greater than one meter in diameter or a traditional stick-type antenna (an "Antenna", without regard to type), as defined by the FCC, only on the following conditions:

- (A) The Antenna will be installed only on a balcony, deck, patio or fenced-in patio area that is defined as a part of the Limited Common Areas (exclusive use areas).
- (B) No part of the Antenna or any device connected to the Antenna may extend outside of the boundaries of the Limited Common Areas. No part of the Antenna or any device may be affixed to the sides, soffits, roof or any other portion of the building itself nor shall any part of the Antenna or any device be placed in the Common Area.
- (C) No holes may be drilled in any exterior wall, roof or foundation.
- (D) The installation of the Antenna must be done in a professional manner in compliance with all building codes and regulations of the City of Milwaukee, the State of Wisconsin and the National Electric Code.
- (E) The Antenna must be a stand-alone system that does not splice into any existing wires or cables of the Building.
- (F) The Antenna cannot serve more than one Unit.

(Adopted July 2001)

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(G) The Owner and Occupant must maintain the Antenna in good and working condition so that it does not become a danger to the safety of other persons or the Property.

(H) While not required we recommend that the Owner or Occupant provide plans to or contact the managing agent of the Association prior to installation. This will reduce the likelihood that the antenna will be removed or relocated for failure to comply with the antenna provisions of our Rules & Regulations necessitating additional expense to the Unit Owner.

(I) Permission is terminated if there is a breach of any of the conditions in this Rule or the Antenna is removed or destroyed (in other words, a replacement Antenna will require a new written permission). Permission continues to the next Owner or Occupant of a Unit with an Antenna, but the new Owner or Occupant must continue to comply with the conditions of this Rule.

(J) The Owner or Occupant must submit evidence of the insurance described in paragraph (6.4) below by the time of installation of the Antenna and upon the renewal or replacement of each policy. The policy must name the Association as an additional insured with regard to this coverage.

(K) When the Owner or Occupant desires to remove the Antenna, the Owner or Occupant must do so in compliance with all laws and regulations, and must remove completely the Antenna and all accessory wiring and cables and restore any damage caused during removal.

(L) All installation, repair, removal or other costs associated with the Antenna must be paid solely by the Owner or Occupant.

6.3. The Owner or Occupant alone must carry adequate insurance to cover the Antenna. The Antenna will not be covered by Association insurance.

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6.4. The Owner or Occupant installing or maintaining the Antenna will indemnify and hold harmless the Association and its contractors and employees from any and all claims, damages, liabilities and expenses, including attorneys fees, related directly or indirectly to the installation, existence, use, maintenance, repair, removal or replacement of the Antenna. The Owner's or Occupant's insurance must include coverage over third party claims with respect to the indemnification obligations.

6.5. The Association may impose additional aesthetic requirements, such as screening of the Antenna. Owners and Occupants are reminded that they live in a community, close by to other Owners, and that the value of all Units depends in part on the aesthetics of each Unit and its Limited Common Area. Accordingly, each Owner and Occupant is urged to use common sense and to exercise neighborliness in the placement and screening of Antennas.

6.6. If there is a breach of any condition in this Rule, or if permission is terminated as provided above (6.2.1.), the Association may require removal of the Antenna upon not less than 10 days written notice to the Owner or Occupant (or such lesser period of time or without notice, as is reasonable under the circumstances, in the event of a condition which is dangerous to the health or safety of other persons or the Property). If the Antenna is not removed within such period, the Association may enter the Unit and Limited Common Area for the purpose of removing the same.

6.7. The costs of taking action under paragraph (6.6) and the costs of any other action to enforce this Rule, including attorney's fees, may be assessed against the Unit and the Unit Owner.

6.8. If the Association ever installs a community or common antenna system, this Rule will apply only to Units which are not served by that system.

6.9. This Rule is adopted under the rule making authority of the Board as set forth in the Declaration and Bylaws. Capitalized terms used in this Rule and not defined in this Rule will have the same meanings as those terms have in the Declaration and Bylaws.

(Adopted July 2001)

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7. Pool Rules and Regulations

The following list of rules and regulations has been adopted by the Board of Directors. Many of them are required by Wisconsin State Code. Others have been adopted to ensure the safety, privacy, and enjoyment of residents.

1. There is no lifeguard on duty, so swim at your own risk. Closing time is 10:00 p.m.
2. The pool is for the use of Highlands I residents and guests only. Guests must be accompanied by their hosts. There shall be no more than five guests per keyholder. The gate to the pool is to be kept securely closed and locked. Entrance is permitted with a key only. Pool users must have a pool pass attached to the key and must produce the pass when requested to do so. Highlands Owners Association, Inc. reserves the right to deny use of the pool area to anyone at any time.
3. All children under 18 years of age must be accompanied by an adult supervisor who must remain with the children at all times. The minimum age of the supervisor is 18. A maximum of four children is allowed per supervisor.
4. Absolutely no glassware or breakables are allowed in the pool area. Food, gum, and beverages must be kept at least 6 feet from the edge of the pool. No cooking is allowed inside the pool fence.
5. Swimmers should shower before entering the pool and wash hands after using toilet facilities. No one with possible infectious diseases, open cuts, or bandages may use the pool.
6. The pool is not to be used as a toilet. Parents should instruct their children accordingly and monitor them. Infants not yet trained should not be in the pool.
7. No running, pushing, wrestling, diving, or horseplay is allowed in the pool area. Also plastic bags, balloons, frisbees, and small toys and balls are not to be brought into the pool.
8. Proper swimming attire must be worn. Street clothing is not allowed.
9. Smoking is to be kept more than six feet from the edge of the pool, and then only if ashtrays are used and emptied properly after use.
10. No animals are to be inside the pool fence.

*** Orderly behavior is expected. Drunk, discourteous, obnoxious, or profane behavior will not be tolerated. Music played at the pool should be modulated so as not to infringe on others' privacy. Residents are encouraged to help enforce the rules. If there are disputes, they should be submitted in writing to Management for review. Each resident is liable for his or her actions and those of family and guests. Any costs due to damage to property or assessments to the Association shall be billed to the responsible Unit Owner. The Association reserves the right to deny use of the pool to anyone who is in violation of the Rules and Regulations or to anyone whose maintenance fees are more than 30 days in arrears. If you are approached as a result of a possible rules violation, please cooperate by respecting the request.

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