



RULES AND REGULATIONS

HILARY HEIGHTS CONDOMINIUM OWNERS' ASSOCIATION, INC.

The Hilary Heights Condominium Owners Association for the purpose of assuring that the Condominium is operated in an efficient and orderly manner, so as to create a pleasant living environment, shall adopt the following rules and regulations. *These Rules and Regulations, a stand-alone document, are in addition to those General Rules and Regulations as outlined in Article VI, Section 6.1, 6.2, and 6.3 of the Hilary Heights Condominium Owners Association Bylaws and in no way contradict or amend those existing rules.*

I. GENERAL

1. **Applicability to All Residents.** All rules and regulations shall apply to and shall be complied with by all Unit Owners, residents within Units, and their guests, families, invitees, and tenants.
2. **Keys and Locks.** The Board of Directors shall have the right to retain a passkey to each Unit at all times for the event of emergencies. If a Unit Owner alters any lock or installs a new lock on any door of the Condominium it is their responsibility to provide a new key for the altered or replaced lock to the Board. The Board shall keep a log of any emergency entries made to a Unit, including the date, time, and reason. It is required that any entry includes two persons.
3. **Emergency Contacts.** It is recommended all owners provide emergency contact information, including phone numbers, to the Board. The Board will keep this information on file. It is also advised that an owner make the Board aware of any extended absence.
4. **Winter Heating.** Whether occupied or vacant, all Units shall be heated to at least 55 degrees Fahrenheit during the winter months.
5. **Increase of Insurance Rates.** Nothing shall be done or kept in any Unit or in the Commons which will increase the rate of insurance of the Commons without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done or kept in his or her Unit or in the Common which will result in the cancellation of insurance on any Unit or any part of the Commons or which would be in violation of any law or ordinance.

II. APPEARANCE

1. **Signs.** To the extent this restriction is permitted by applicable law, no sign shall be displayed to the public view on or from any unit or the Commons without the prior written consent of the Board of Directors. Real estate "For Sale" signs are the exception; they may be displayed in a window or door of the owner's unit.
2. **Hanging of Garments and Window Coverings.** The hanging of garments from the windows or any facades of the Condominium is prohibited. No sheets or other non-window treatment material shall be used for window coverings.
3. **Antennae.** To the extent this restriction is permitted by applicable law, no exterior antennas, windmills, or satellite dishes shall be erected on any Unit without the prior written approval of the Board of Directors.
4. **Laundry.** No outside clothesline or other structure for drying or airing clothes may be constructed.

5. **Limited Common Elements.** All decks and patios, which are open to public view, shall be kept in a neat and orderly condition. No personal property, with the exceptions so cited in Appearance, Item No. 6, shall be stored thereon except for patio and deck furniture. Grills are also acceptable on patios.

6. **Decorations.** Furniture, potted plants, hanging plants, door wreaths, flags, and other decorations that do not detract from the visual attractiveness of the complex may be placed in or around the Limited Common Elements appurtenant to the Owner's Unit. The Board of Directors shall have the right to determine if any of the decorations of individual Units detract from the visual attractiveness of the complex and request their removal.

7. **Storm Door.** The approved screen/storm door style is the only one to be used. Information can be obtained by contacting the Board of Directors.

III. USE RESTRICTIONS

1. **Animals.** *Owners of duplex units shall be allowed to keep up to (2) two pets (cats or dogs). Owners in the 8-plex building (1270 Meadowbrook Drive) are allowed one of the following scenarios:*

A: one dog AND one cat

B: one dog

C: two cats.

Animals shall be carried or kept on a leash at all times when not in a unit. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with approval of the Board of Directors. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. Owners of animals shall be financially liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Owners are responsible for the immediate cleanup of their animals regardless of the circumstances. No livestock, reptiles, insects, or poultry of any kind shall be raised, bred, or kept in any Unit or the Common Elements, nor may any animals be kept, bred or maintained within a Unit or in the Common Elements for commercial purposes. All of the above applies to guests and invitees also.

2. **Damage to Common Elements.** Damages to the Common Elements caused by a resident or visitors of a resident or an agent of a resident shall be the responsibility of the Owner or the person causing such damage.

3. **Maintenance of Common Elements.** Owners shall be prohibited from discarding any materials from the windows, balconies, or doors of the Units and shall be prohibited from discarding any materials into the Common Elements.

4. **Nuisances.** No offensive or unlawful activity shall occur in the Condominium. No offensive or unlawful use shall be made of the Condominium. All Unit Owners at their own expense shall comply with all city, state, and federal laws applicable to their Unit. No Unit shall be used or maintained as a dumping ground for garbage.

5. **Storage.** The Association shall not be liable for any loss or damage to property placed in any Unit or Common Elements. No materials prohibited by law or local ordinance may be stored in any of these areas.

6. **Landscaping.** Owners are required to obtain written approval of the Board of Directors prior to any planting or altering of outdoor vegetation or landscaping anywhere within the Condominium common grounds.

7. **Grills.** Insurance regulations and Village of Cleveland fire codes dictate that any outdoor cooking appliances (a commercially manufactured grill) are prohibited above the first floor of any structure or multi-family dwelling.

8. **Open Fires.** Fires are permitted only in a pre-manufactured device or burner created to contain a recreational fire. No fire pits are permitted. Any burning device is to be approved by the Board of Directors.

Material for fires may not include rubbish, garbage, trash, any material made or coated with rubber, plastic, leather or petroleum-based materials and may not contain any flammable or combustible liquids. Fuel shall consist of dry wood only. The use of flammable or combustible liquids to ignite any fire, or for any other purpose in connection with such fire, is deemed to be a safety hazard and is prohibited. (Village of Cleveland Ordinance)

Per Village of Cleveland Ordinance, the location of a small fire on private property shall be at least fifteen (15) feet from any property line and from any combustible material. All fires shall be attended by a competent person until such fire is extinguished. The attending person shall have available a hose connected to the Village water supply, or other similar fire extinguishing equipment, readily available for use in attending the fire.

9. **Garage Sales.** One garage sale per year is permitted on the same day as the annual Cleveland community garage sale. Any additional garage sales need to be approved by the Board of Directors.

IV. IMPROVEMENT & ALTERATIONS

1. Improvements, Alterations, Structural Changes

Any Owner may make non-structural additions, alterations, and improvements within their Unit that do not affect the Common Elements, without the prior written approval of the Board of Directors. Such Unit Owner, however, shall be responsible for any damage to other Units and to the Common Elements which may result from any such alterations, additions or improvements.

No Owner shall make any structural additions, alterations, or improvements within a Unit, unless prior to the commencement of each addition, alteration, or improvement, the Unit Owner receives the prior written approval of the Board of Directors. The Board of Directors written approval is necessary before any work is initiated and requires the Owner submit:

- a. A dated letter of request to the Board of Directors identifying specifics for the work to be done, and accompanied by a site map.
- b. If requested by the Board of Directors, a statement by an architect or engineer, licensed in Wisconsin, that certifies that such addition, alteration, or improvement will not impair the structural integrity of the building within which such addition, alteration, or improvement is to be made.
- c. A copy of Certificate of Insurance of the person doing the work.
- d. A notice of the work stating start date and reasonable completion date.

The Board of Directors will respond in writing to the Owner of the Board's decision and send a release form to the resident. No work can begin until all paper work is complete.

The Owner shall be responsible for any damage to other Units and to the Common Elements which results from any such additions, alterations, or improvements. No Living Space additions (such as sunrooms or room extensions) will be permitted to be built. Exterior walls must remain intact.

2. Maintenance

The Association shall be responsible for the management and control of the Common Elements (except with respect to Owner purchased, component/addition to the Common Elements) and facilities and shall cause the same to be kept in good, clean, attractive, and sanitary condition, order and repair.

The Association may enter any Unit, or Limited Common Elements, at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any matters for which the Association is responsible. Such entry shall only be made with prior notice to the Unit Owner or designee and with as little inconvenience to the Owner as is practical. Any damage caused thereby shall be repaired by the Association and treated as a common expense. It is required that any Unit entry include two persons.

The following table indicates Association's vs Owner's responsibility for each area indicated:

Association's vs Owner's Table of Responsibilities	Responsibility		Area	
		<i>Unit</i>		<i>Common</i>
	O	<i>Owner</i>	CE	<i>Element</i>
	A	<i>Association</i>	LCE	<i>Limited Common Element**</i>
	J	<i>Joint</i>	U	<i>Unit</i>

	Area	Maintain*	Repair	Replace	Decorate	Authority
All interior walls, non-structural	U	O	O	O	O	Declaration Article X 10.2(b)
All interior walls, surface of structural (load bearing)	U	O	O	O	O	Declaration Article X 10.2(b)
Outside walls of buildings, boundary walls of unit, load bearing columns & load bearing walls (excluding interior surface)	CE	A	A	A	n/a	Declaration Article X 10.1(a)
All interior water plumbing pertinent to an individual unit	U	O	O	O	n/a	Declaration Article X 10.2(b)
All interior sewer plumbing pertinent to an individual unit	U	O	O	O	n/a	Declaration Article X 10.2(b)
Exterior plumbing (sewer lateral and water lateral between the Unit and the Village "Curb" Shut-Off)	CE	A	A	A	n/a	Declaration Article X 10.1(b)
All interior electrical wiring pertinent to an individual unit	U	O	O	O	n/a	Declaration Article X 10.2(b)
Interior lighting	U	O	O	O	O	Declaration Article X 10.2(b)
HVAC system, interior and exterior components including compressor base pad	U	O	O	O	n/a	Declaration Article X 10.2(b)

	Area	Maintain*	Repair	Replace	Decorate	Authority
Lamp post at roadway	CE	A	A	A	A	Declaration Article X 10.1(b)
Exterior lighting fixture pertinent to an individual Unit (Porch, Patio, Deck, Garage, doorbell button)	CE	A	A	A	O***	Declaration Article X 10.1(b)
All exterior light bulbs pertinent to an individual unit	U	O	O	O	O	Exclusive use of owner
Exterior utility rooms including HVAC system contained therein and entrance door pertinent to a unit	U	O	O	O	n/a	Declaration Article X 10.2(b)
Interior leak repairs & restoration due to roof failure (Association responsible for roof)	U	J	A	A	n/a	Declaration Article X 10.1(a)
Interior leak repairs & restoration due to plumbing leaks pertinent to an individual Unit	U	O	O	O	n/a	Declaration Article X 10.2(b)
Utility inlets and outlets including furnace exhaust and makeup air, sewer vents, attic vents, exhaust fans, clothes dryer, fireplace flues pertinent to an individual Unit	U	O	O	O	n/a	Declaration Article X 10.2(b)
All exterior man doors including storm doors (Also subject to <i>Declaration</i> Article XIII-cannot change exterior appearance)	U	O	O	O	O	Exclusive use of owner
Windows and screens (Also subject to <i>Declaration</i> Article XIII-cannot change exterior appearance)	U	O	O	O	O	Exclusive use of owner
Skylights and solar tubes	U	O	O	O	O	Exclusive use of owner
Garage doors (Also subject to <i>Declaration</i> Article XIII- cannot change exterior appearance)	U	O	O	O	O	Exclusive use of owner
Decks per HHCOA Standard	LCE	O	O	O	O	Declaration Article IV 4.2 & Article X 10.2(a)
Patios per HHCOA Standard	LCE	O	O	O	O	Declaration Article IV 4.2 & Article X 10.2(a) & (Exclusive use of owner)

	Area	Maintain*	Repair	Replace	Decorate	Authority
Exterior wood trim	CE	A	A	A	A	Declaration Article X 10.1(a)
Exterior siding	CE	A	A	A	A	Declaration Article X 10.1(a)
Roofing	CE	A	A	A	A	Declaration Article X 10.1(a)
All roof gutters	CE	A	A	A	A	Declaration Article X 10.1(a)
Driveways, walkways, entrance stoops (Also subject to Bylaws 6.3-owner maintain in clean and proper condition)	LCE & CE	J	A	A	O***	LCE- Declaration Article IV 4.2 CE- Declaration Article IV 4.1
Lawn and landscaping	CE	A	A	A	A	Declaration Article X 10.1(a)
Bio retention ponds	CE	A	A	A	n/a	Declaration Article X 10.1(a)
Mailboxes	CE	A	A	A	A	Declaration Article X 10.1(a)
Outdoor water spigots pertinent to an individual unit (1270 building excluded)	U	O	O	O	n/a	Declaration Article X 10.2(b)
Outdoor water spigots common to the 1270 building	CE	A	A	A	n/a	Declaration Article X 10.1(b) (not owner exclusive)
Roadway	CE	A	A	A	A	Declaration Article X 10.1(a)

*Per *Declaration, Article X 10.2(d) (By the Owner)* Must promptly report to the Association any defects or needs for repairs, the responsibility for the remedying of which is that of the Association.

**LCE - Exclusive use of owner occupant per *Article IV 4.2* of the Declaration

Per *Bylaws Article IV 5.8(a)* LCEs are not insured by the Association

LCEs are also subject to *Bylaws Article VI 6.3* "every unit owner must maintain the LCE appurtenant to his or her unit in clean and proper condition."

***Subject to Rules & Regulations

V. VEHICLE RESTRICTIONS

1. **Parking.** Unit Owners, their families, guests, or invitees shall not be permitted to park their vehicles in another Unit Owner's assigned spaces, without prior approval from the Unit Owner. Improperly parked vehicles shall be subject to removal at the vehicle owner's expense.
2. **Service and Recreational Vehicles.** Parking of service and recreational vehicles, including but not limited to trailers, boats, campers, vans, or other vehicles, shall be parked in unit owner's garage if at all possible. Temporary parking of said vehicles shall be permitted on unit owner's driveway for up to 7 days. A waiver to park for a longer period of time may be obtained at the discretion of the Board of Directors.
3. **Bikes/Recreational Equipment.** Unit Owners shall keep bikes and other recreational equipment in their Unit and not stored in the Common Elements.
4. **Garage Door.** It is recommended to keep garage doors closed. Furry little animals are looking for homes any time of the year.

VI. NOISE

1. **Housekeeping.** In consideration of fellow residents, noisy tasks (washers, dryers, garbage disposals, vacuuming) should be limited to the hours of 7:00 a.m. to 10:00 p.m.
2. **Nuisances.** No loud, disturbing, or objectionable noises shall be made indoors or outdoors by occupants or guests including, but not limited to; yelling, stomping feet, playing of musical instruments, radios, stereos, televisions, amplifiers, or other devices in such a manner as might disturb other occupants. Any noise in the Common Elements will end at 10:00 p.m.

VII. PROCEDURES

1. When a neighbor acts in an offensive or unreasonable manner as defined by these rules and regulations (i.e., loud music, barking dogs, fireworks) the most expedient course of action is to ask the neighbor to stop unless you are concerned for your own safety in doing so. If a neighbor is disturbing the peace, please call the police. If an animal is causing a problem and you cannot or are unwilling to contact the Unit Owner directly, please call the police. The Board of Directors is always willing to help Unit Owners work out solutions; however, the Board is not a law enforcement agency.
2. When a property does not conform to these rules and regulations and is reported to the Board of Directors, or identified by the Board as such, the following procedures will be followed:
 - (a) The Board will contact the Unit Owner by telephone to inform the Unit Owner of the violation and give the Unit Owner the option to correct the violation within 10 days.
 - (b) If the violation is not corrected within 10 days of telephone contact, the Board will notify the Unit Owner in writing of the violation of these rules and request compliance within 10 days from the date of the letter. Any Unit Owner who receives a violation letter may appeal the letter to the Board. To appeal, the Unit Owner must contact the Board in writing and attend a Board meeting where the Board will review the violation letter and the Unit Owner's appeal.
 - (c) If the first violation is not corrected within 10 days of written notice, or another violation of the same rule occurs within 90 days, the Board will write the violator a second letter requesting compliance within five

(5) calendar days. The Unit Owner will be responsible for paying a minimum \$50 charge to cover the costs of writing the second letter. If the violation is not corrected within five (5) calendar days from the date the second letter was received, the Unit Owner will be charged a daily fine of \$10 per day until the violation is corrected. Any other costs incurred by the Association to enforce rules such as towing, attorney fees, etc., will be the cost of the Unit Owner.

- (d) If compliance is not accomplished, the Board may authorize an attorney to enforce the rules and collect all applicable costs from the Unit Owner, which may include placing a lien on the Unit Owner's property.
- (e) The above Enforcement Procedures are not exclusive. If the Board in its sole discretion determines that circumstances so warrant, it may proceed immediately, and without giving the above written notices to the Unit Owner/Resident, to exercise any remedy provided in the Declaration or by law or equity, including turning the violation over to an attorney for enforcement and/or filing a lawsuit.

The Board will consider a limited short-term plan for paying off delinquent charges when a Unit Owner has extenuating circumstances. The Unit Owner must contact the Board in writing proposing payment terms for the approval or denial of the Board.

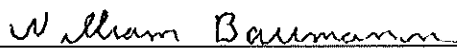
3. Complaints regarding the management of the Condominium or regarding actions of other Unit Owners shall be made in writing to the Board of Directors. No Unit Owner shall direct, supervise, or in any manner attempt to assert control over or request favors of the Board or Association.


Richard Rooker, President & Treasurer

09/14/2022
Date


Nancy Wright, Board Member

09/22/2022
Date


William Baumann, Secretary

09/15/2022
Date

This revision of the Rules and Regulations was issued per the authority of HHCOA Bylaws, Article V, Operation of the Property, Section 5.2 Rules and Regulations: "...**The rules and regulations may be altered, amended or repealed by a majority vote of the Board or by a majority vote of the unit owners**". A signed petition by the voting owners of the 8-plex, with the majority signers, replacing the Article III Use Restrictions, Section 1 Animals, with the current version as shown in this document was accepted by the Board of Directors.

VIII Addendums

1 Section III Use Restrictions, Item 1, Animals: A Petition



P E T I T I O N

The Under-Signed Owners of HHCOA 1270 8-Plex, Units 1-8
Hereby Petition
The Hilary Heights Condominium Owners' Association (HHCOA)
Board of Directors

To Wit:

Per the HHCOA Bylaws, Article V, Operation of the Property, Section 5.2 Rules and Regulations: "*...The rules and regulations may be altered, amended or repealed by a majority vote of the Board or by a majority vote of the unit owners*"

and of the understanding that this particular petition affects only those owners in the 8-plex and therefore a majority vote would be 5 assenting or agreeing signatures

and "Rules and Regulations of HHCOA" Article: Use Restrictions, Section 1 Animals (as it currently reads):

- 1. Animals. Owners of duplex units shall be allowed to keep up to (2) two pets (cats or dogs). Owners in the multiplex building may have (1) one cat. No Rottweilers or Pit Bulls shall be allowed anywhere within the Condominium. Animals shall be carried or kept on a leash at all times when not in a unit. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with approval of the Board of Directors. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. Owners of animals shall be financially liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Owners are responsible for the immediate cleanup of their animals regardless of the circumstances. No livestock, reptiles, insects, or poultry of any kind shall be raised, bred, or kept in any Unit or the Common Elements, nor may any animals be kept, bred or maintained within a Unit or in the Common Elements for commercial purposes. All of the above applies to guests and invitees also.***

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The Undersigned wish to have "Rules and Regulations of HHCOA" Article Use Restrictions, Section 1 Animals to be rewritten as follows:

Animals. Owners of duplex units shall be allowed to keep up to (2) two pets (cats or dogs). Owners in the 8-plex building (1270 Meadowbrook Drive) are allowed one of the following scenarios:

A: one dog AND one cat

B: one dog

C: two cats.

Animals shall be carried or kept on a leash at all times when not in a unit. In addition to cats and dogs, small animals that are kept in a cage or tank may also be permitted with approval of the Board of Directors. All animals shall not unreasonably disturb other Condominium residents and shall not be left unattended in any portion of the Common Elements. Owners of animals shall be financially liable for damage caused by their animals. Kennels shall be kept inside their respective owner's Unit. Owners are responsible for the immediate cleanup of their animals regardless of the circumstances. No livestock, reptiles, insects, or poultry of any kind shall be raised, bred, or kept in any Unit or the Common Elements, nor may any animals be kept, bred or maintained within a Unit or in the Common Elements for commercial purposes. All of the above applies to guests and invitees also.

The undersigned owners of record of the 8-plex Units at 1270 Meadowbrook Drive and having valid voting rights subscribe to and agree with this amendment:

Unit #1:	Printed Name	Signature	Date
Unit #2:	<u>Tonia N. Nair</u> Printed Name	<u>[Signature]</u> Signature	<u>6/2/2022</u> Date
Unit #3:	<u>Joyce Beilfuss</u> Printed Name	<u>[Signature]</u> Signature	<u>6/2/2022</u> Date
Unit #4:	<u>Marlys Salen</u> Printed Name	<u>[Signature]</u> Signature	<u>6-26-2022</u> Date
Unit #5:	<u>JOHN ZARLING</u> Printed Name	<u>[Signature]</u> Signature	<u>6-29-2022</u> Date
Unit #6:	Printed Name	Signature	Date
Unit #7:	<u>[Signature]</u> Printed Name	<u>[Signature]</u> Signature	<u>[Date]</u> Date
Unit #8:	<u>[Signature]</u> Printed Name	<u>[Signature]</u> Signature	<u>[Date]</u> Date