

Holborn Village at High Crossing Condominium Association, Inc. Rules & Regulations

Published Spring 2018

Welcome to Holborn Village at High Crossing Condominiums. These Rules & Regulations (hereinafter referred to as the "Rules") include useful information meant to make your home and community

convenient and comfortable, and applies to all residents, as well as their guests. The term “resident” refers to anyone who maybe residing in the unit.

The intent of these Rules is to provide a practical framework for everyday living that will help to ensure mutually comfortable surroundings and security for all residents. This information is also a guide to ensure a better understanding and cooperation between all residents, the Board of Directors, and management personnel.

These Rules are to be used in conjunction with the State of Wisconsin Condominium Property Act, the City of Madison zoning regulations, and the Holborn Village at High Crossing Declaration of Condominium Ownership. The Declaration and Bylaws provides that the Board of Directors (Board) may adopt reasonable rules as it deems necessary for the maintenance, conservation, and beautification of the condominium property. The Board reserves the right of interpretation of this document and to amend these Rules from time to time as deemed necessary.

All rules, restrictions and covenants contained in the Condominium Documents are incorporated as part of these Rules.

All residents are legally obligated to observe all the provisions of the Declaration and Bylaws as they may be amended from time to time, as well as the Rules. The Rules will govern the conduct of all residents and any person on the property at the invitation or permission of any resident. Condominium owners shall be responsible for the conduct of residents living in their unit, and also of lessees, and of members of the lessees’ families living in the unit, as well as any of their or their lessees’ guests and invitees.

Contents

| | |
|---|---|
| Architectural Control | 4 |
| Assessments | 4 |
| Patios | 4 |
| Business Solicitation | 4 |
| Community Appearance | 4 |
| Garbage | 5 |
| Grills | 5 |
| Neighborly Conduct | 5 |
| Pets and Animals | 6 |
| Parking | 6 |
| Enforcement of Rules and Regulations and Grievance Procedure | 7 |
| Miscellaneous Provisions | 8 |

Architectural Control

- A. No alterations of the grounds, buildings, parking area, and/or adjacent common areas shall be made by any unit owner, resident, or their guests at any time, without advance expressed and written consent by Holborn Village at High Crossing Board of Directors.

Assessments

- A. Assessments are due on the first of each month
- B. Any unpaid assessment will accrue a late fee relative to the past due balance after the 15th of the month.
- C. Owners are encouraged to sign up for automatic payments. Contact the management company for options.

Patios

- A. Patios are not to be used for storage, except for normal, well-maintained patio furniture and portable barbecue grills.
- B. Bicycles may not be kept on patios at any time.
- C. Patios must be maintained in a useable condition.
- D. Patio furniture and decorations must be upright and tidy.
- E. At no time may residents or guests of Holborn Village at High Crossing Condo Association throw trash, cigarette butts, food, etc. over patios or anywhere on the property.

Business Solicitation

- A. Distribution of unsolicited correspondence, letters, flyers, newsletter, etc. anywhere on the property is prohibited without advance written authorization from the management company.

Community Appearance

It is the responsibility of the residents to keep the appearance of Holborn Village at High Crossing Condominium Association as attractive as possible.

- A. Absolutely no items are to be hung from or placed on the face of the building.
- B. Bicycles or mopeds are not to be left on the grounds, sidewalks, landings, or attached in any manner to the buildings, signs, or lamp posts.

- C. No items are allowed to be stored in the Common or Limited Common Elements, including any landscaped areas. All items must be stored in a resident's respective unit or garage.
- D. No signs or other displaces are to be placed in windows.
- E. The residents are responsible for the upkeep and maintenance of all window screens, blinds, and curtains.
- F. Damage caused to any Common or Limited Common elements by any resident or their guest is the financial responsibility of said resident, including the cost of any damage inspection carried out by the Board or the management company.

Garbage

- A. All garbage and recycling items must be placed inside the proper garbage / recycling bins provided by the waste disposal vendor.
- B. Removal of any large items that won't fit into the provided garbage or recycling bins can be arranged by contacting the management company ahead of the pick-up date. Any resulting additional fees are to be paid for at the owner's expense.
- C. Collection bins should be put out for collection the evening prior to the scheduled collection day and must be retrieved no later than 24 hours after collection. Bins left out after 24 hours may incur a fine.
- D. All collection bins should be clearly labelled with the unit number. Bins left out after 24 hours and without a clearly identifiable unit number may be returned to the vendor.
- E. Collection bins should be stored inside unit garages. Storage outside the garage or on unit patios or porches is prohibited.

Grills

- A. All barbeque grills must be a minimum of ten (10) feet away from any building while in use and all grills must be stored in a way that is not in violation of City of Madison ordinances. Any fines issued in relation to a violation of City of Madison ordinance on barbecue grills will be assessed to the offending owner.

Neighborly Conduct

- A. If a situation of concern arises, the expectation is that residents will be able to work out that situation in an amicable manner. If this is not possible, please contact the management company.

- B. Threatening or harassing behavior is not tolerated. Violators will be reported to the City of Madison Police Department and may also be subject to penalties.
- C. No resident shall make or permit any unreasonable noise that will disrupt other residents or permit anything to be done which will interfere with the rights, comfort, and convenience of other residents at any time of the day. This includes, but is not limited to, any unreasonably loud noises or commotion in or outside of units.

Pets and Animals

- A. Pets are limited to a maximum of two (2) per unit weighing 30 pounds or less when fully grown, or a maximum of six (6) weighing 1 pound or less when fully grown.
- B. No pets are allowed to have free roam of any Common or Limited Common Elements. All pets must be either carried, or on a leash in direct control of their owner, while outside their respective unit. No pets are to be left unattended for any length of time while outside their respective unit.
- C. No pets are allowed to be staked to any Common or Limited Common Elements, nor can they be leashed to any railings, posts, or furniture in a way that allows them access to the Common or Limited Common Elements without being in direct control of their respective owner.
- D. All residents are responsible for the prompt and thorough removal of any and all of their pet's waste.

Parking

- A. Owners are limited to a total of 2 vehicles per unit. With Board approval, and payment of a \$35 monthly fee, owners may be allowed to have a 3rd vehicle. Vehicles in excess of this limit may be towed at the Association's discretion.
- B. Owners will be provided with parking permits for their vehicles kept on the property. Failure to display a parking permit sticker is grounds for a fine, and vehicles on the property in violation of the Bylaws or Rules are subject to towing at the owner's expense.
- C. Vehicle repairs are not to be made on any of the common parking areas. Any vehicle maintenance will have to be completed within the respective owner's garage.
- D. Boats, trailers of any kind, mobile homes, campers, buses, and other recreational vehicles are prohibited unless kept inside the unit garage. Service vehicles belonging to a resident of Holborn Village must be kept inside the unit garage. Temporary parking of all of the above listed vehicles is allowed for loading/un-loading purposes for up to twelve (12) hours.

- E. Any vehicle in disrepair/ non-working order or deemed to be abandoned will be given 48-hours' notice before being reported to the City of Madison Parking Enforcement as an abandoned vehicle. Any fines or towing fees accrued will be the sole expense of the vehicle owner.
- F. Vehicles may be parked only in designated parking areas or directly behind the owner's respective garage door.
- G. Residents are responsible for any and all damage caused by their or their guests' vehicles.

Enforcement of Rules and Regulations and Grievance Procedure

The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, Rules & Regulations, covenants, conditions, or restrictions (herein collectively "Condominium Documents"):

- (i) A WRITTEN WARNING for a Unit Owner or resident's first violation of the Condominium Documents. In addition, a member of the Board or the Property Manager may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents.
 - (ii) FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents. The second violation does not need to be the same violation as the first in order for the \$50 fine to be assessed.
 - (iii) ONE-HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents.
 - (iv) Notwithstanding paragraphs (i-iii) immediately above, FIVE-HUNDRED DOLLARS (\$500.00) for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors, the violation meets one or more of the following criteria:
 - a. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - b. The violation was malicious in its intent.
 - c. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - d. The Violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. (e.g. If alterations are made that cannot be restored to their original state.)
- A. Each day that a violation exists shall be a new violation subject to fine at the discretion of the board.
 - B. Attorney Fees: The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any

claim against a Unit Owner, or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including any reasonable attorney fees. This rule shall not apply to the owner's fair housing complaints, neither State nor federal.

Miscellaneous Provisions

- A. Lack of enforcement of any of the Rules and Regulations does not signify a change to this document and does not set precedent that said rule will not be enforced in the future.
- B. The Board of Directors reserves the right to make changes to these Rules and Regulations as they see fit at any time.