

**RULES AND REGULATIONS FOR  
RIVER HEIGHTS CONDOMINIUM  
ASSOCIATION**

**Motor Vehicles**

- A. Motor Vehicles, except commercial motor vehicles, shall be parked in Unit Owner's garage or parking spot, including motor vehicles of guests and business invitees of Unit Owners. Each unit has one parking spot and 1 garage for their use. Any other vehicles should be parked on the street. Storage of boats or recreational vehicles is not allowed on the property.
- B. Following snowfalls of 2" or more all vehicles must be moved from the driveways and parking area. Any vehicle not moved for snow plowing will be fined and or towed at owners' expense.
- C. No unregistered or inoperable vehicles shall be moved onto or kept on Association property, except in the unit owners' garage.
- D. No motor vehicle may be disassembled, nor major repairs made on Association property. This includes but is not limited to engine overhauling, exhaust system repairs, brake lining repairs and body work. Under no circumstances may cars be left unattended while on jacks or blocks.
- E. No vehicle shall be parked in such a manner as to impede or prevent ready access to fire lanes, garages, driveway, or other common or private areas.
- F. Vehicles, including but not limited to moving vans, may not be driven onto or parked on Association lawn areas. The Unit owner shall be responsible for the expense of restoring the landscaping or common area to its original condition if any damage occurs.
- G. The speed limit on the Association property shall conform to state regulations and all vehicles shall be operated in a safe manner.
- H. No tent, camper trailer, automobile trailer or other movable or portable structure shall be used or permitted on the premises.
- I. No commercial vehicles shall be kept upon or in front of said premises except in connection with the servicing and maintenance of said premises; however, one such commercial vehicle may be stored in any enclosed garage.
- J. Vehicles in violation of this section may be towed at the vehicle owner's expense.

**Pets**

- A. No pets are allowed on the property without the prior written consent of the Board.
- B. Dogs may be allowed to visit for a limited period of time ONLY with Board approval.

- C. Any permitted dog must be leashed at all times.
- D. Approved animals must be curbed away from Association property; owners must not allow pets to relieve themselves on Association property. However, in the event that an animal accidentally defecates on Association property, the pet owner shall immediately clean up after it.
- E. Unit owners shall be responsible for all damages to Association property caused by pets of their children, tenants or guests.

### **Smoking**

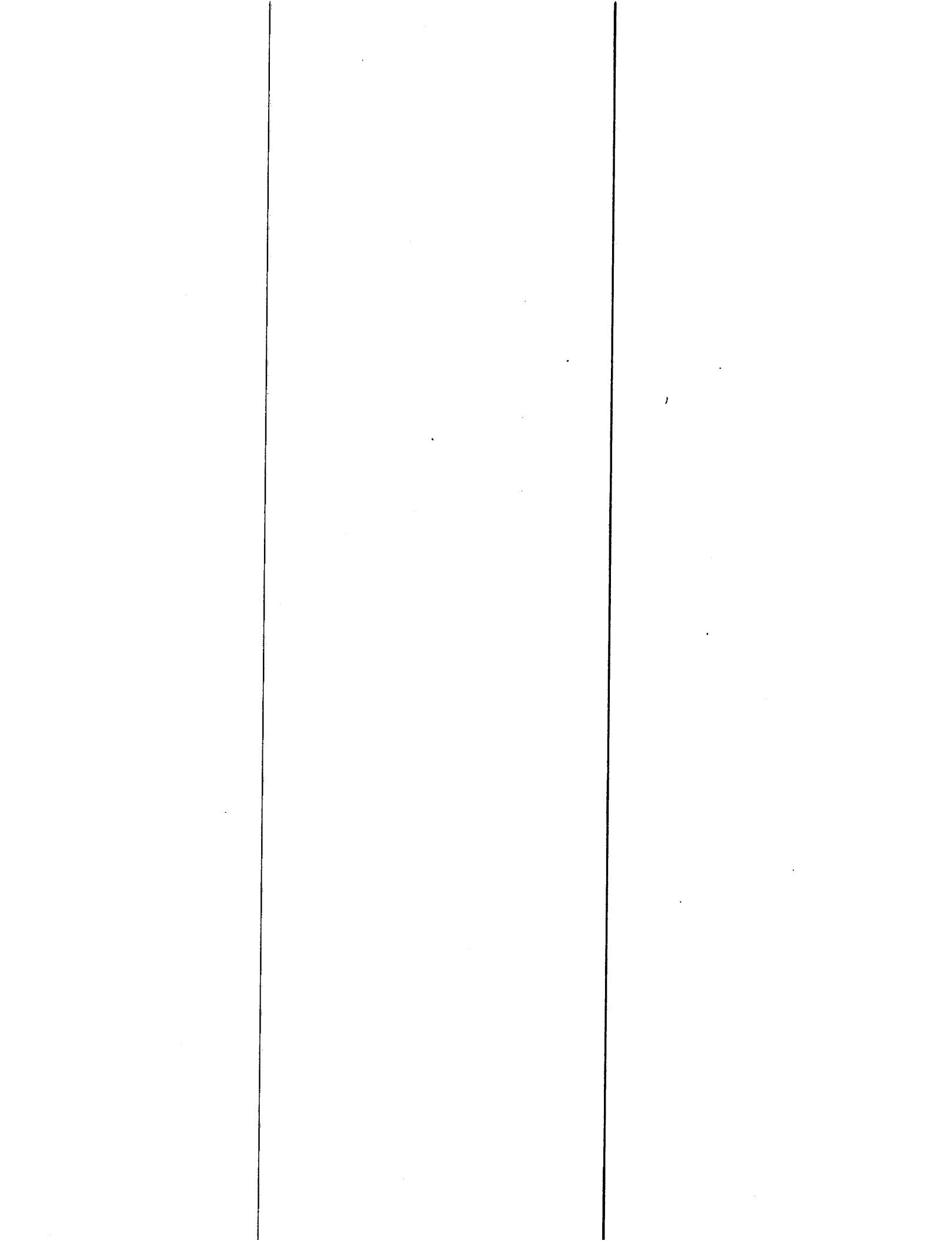
- A. Smoking is not allowed in the building.

### **Patios and Decks**

- A. Unit patios and decks shall not be used for storage of personal property except planters and patio furniture. Children's play equipment is not allowed to be stored on decks or patios and must be stored inside the owner's unit.
- B. The Unit Owner shall be responsible for any damage resulting from the addition or enlargement of patio/deck. The Unit Owner shall be responsible for the expense of maintenance. In the event of removal, the property shall be restored to its original condition by the Unit Owner at his own expense.
- C. Unit owners are responsible for inspecting decks and patios for needed repairs and notify management if repairs are needed.

### **Use of the Common Areas**

- A. There shall be no obstruction of the common area nor shall anything be stored in the common area.
- B. Use of outside fire pits and bonfires are not allowed on the property.
- C. Damage to the common area caused by the actions of a Unit Owner or the actions of his/her children, pets, guests or tenants or the actions of the children, guests or pets of his/her tenants, shall be repaired or replaced at the expense of the Unit Owner.
- D. No items shall be hung on or near the fire extinguishers or fire alarms in the hallways.
- E. No clothes, sheets, blankets, towels or laundry of any kind, or other articles shall be hung out or exposed on any part of the common area, including decks. The common areas shall be kept free and clear of rubbish, debris, litter and other objectionable matter.
- F. BBQ grills are prohibited from decks and patios. All BBQ types must be used away from the



building in the lawn areas or parking lot and must be stored in the garage.

- G. Bicycles, toys, boats and other outdoor equipment may not be left in roadways, driveways, or lawn areas overnight or indiscriminately strewn over the common area at any time.

### **Trash/Dumpster use**

- A. The dumpster is for Resident use only. No furniture, mattresses, etc. are allowed in dumpster. No items are allowed to be left outside the dumpsters. Please call the trash company for an extra pick up if you have large items and prepay for the pick-up. If you or your tenant does this you will be responsible for the extra charges.

### **Insurance**

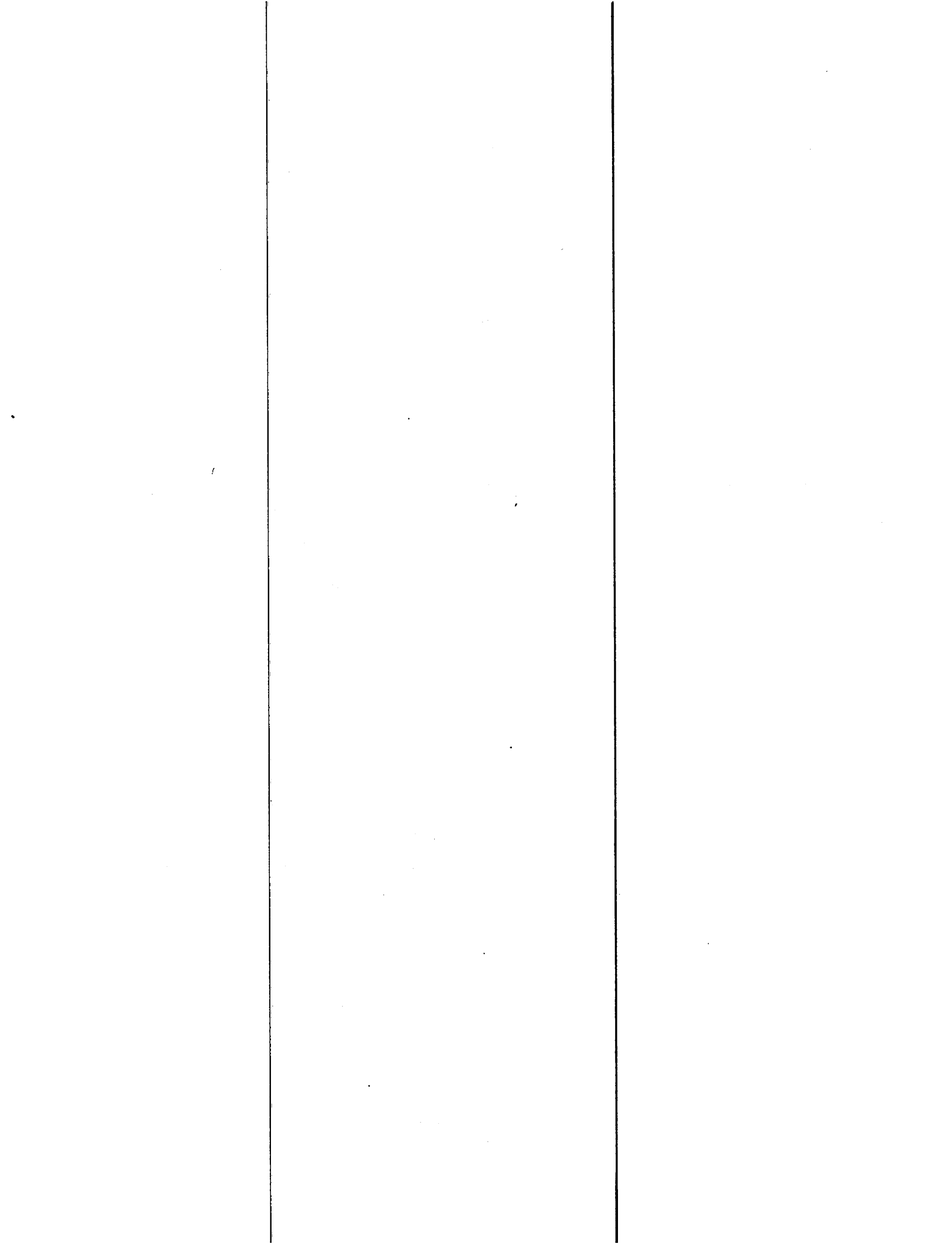
- A. Owners must carry an insurance policy with a HO6 coverage to at least cover the deductible from the Association insurance policy and their personal property. Renters should carry renter's insurance for their personal property.

### **Rental/Leasing of Units**

- A. Owners of units must supply copies of the lease, renter's Insurance copy and contact information of the tenant, including name, phone, email and vehicle information to the management company.
- B. Owners are responsible for the behavior of their tenants and their guests.
- C. The unit and its garage must be leased together in their entirety and cannot be subleased.
- D. Tenant request for repairs to the property shall be directed to the owner. Owner to contact management company.
- E. Any criminal activity which jeopardizes the safety and welfare of others is not allowed by a tenant and is considered a breach of the rental agreement. Any violation of this provision shall be a material violation of the lease and good cause for termination of tenancy.
- F. Owners must supply a signed agreement to management showing renters have received and agree to abide by the River Heights Declaration and Rules and Regulations.
- G. Any fines shall be assessed against the owner of the unit.

### **Annoyance/Owner Complaint**

- A. Any use or practice which is a source of annoyance to residents or which interferes with the peaceful possession and proper use of the property by its residents is prohibited.
- B. Residents should make a reasonable attempt to resolve minor disputes between themselves.



- C. Loud or otherwise disturbing activities inside units or on decks, garages, common areas and patios is prohibited.
- D. Owner complaints will be reviewed by the Board of Directors for resolution or fines imposed.
- E. No resident of River Heights is allowed to harass another resident. Complaints must be submitted in writing to the Board of Directors for resolution. All decisions of the Board will be final.

### **Outside Attachment to Building**

- A. The Unit Owner shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of any building, except as provided for in these Rules and Regulations, and no signs or awnings, canopies, shutters or radio or TV antennas shall be affixed to or placed on the exterior walls or roofs or any part thereof, without the prior consent of the Executive Board.
- B. Window A/C units are not allowed on the property. Current units with window a/c units are grandfathered in, but owner is responsible for any damage.

### **Combustion Materials**

- A. There shall not be kept in any unit any inflammable, combustible or explosive fluid, material, chemical or substance except for normal household use.

### **Seasonal Decorations**

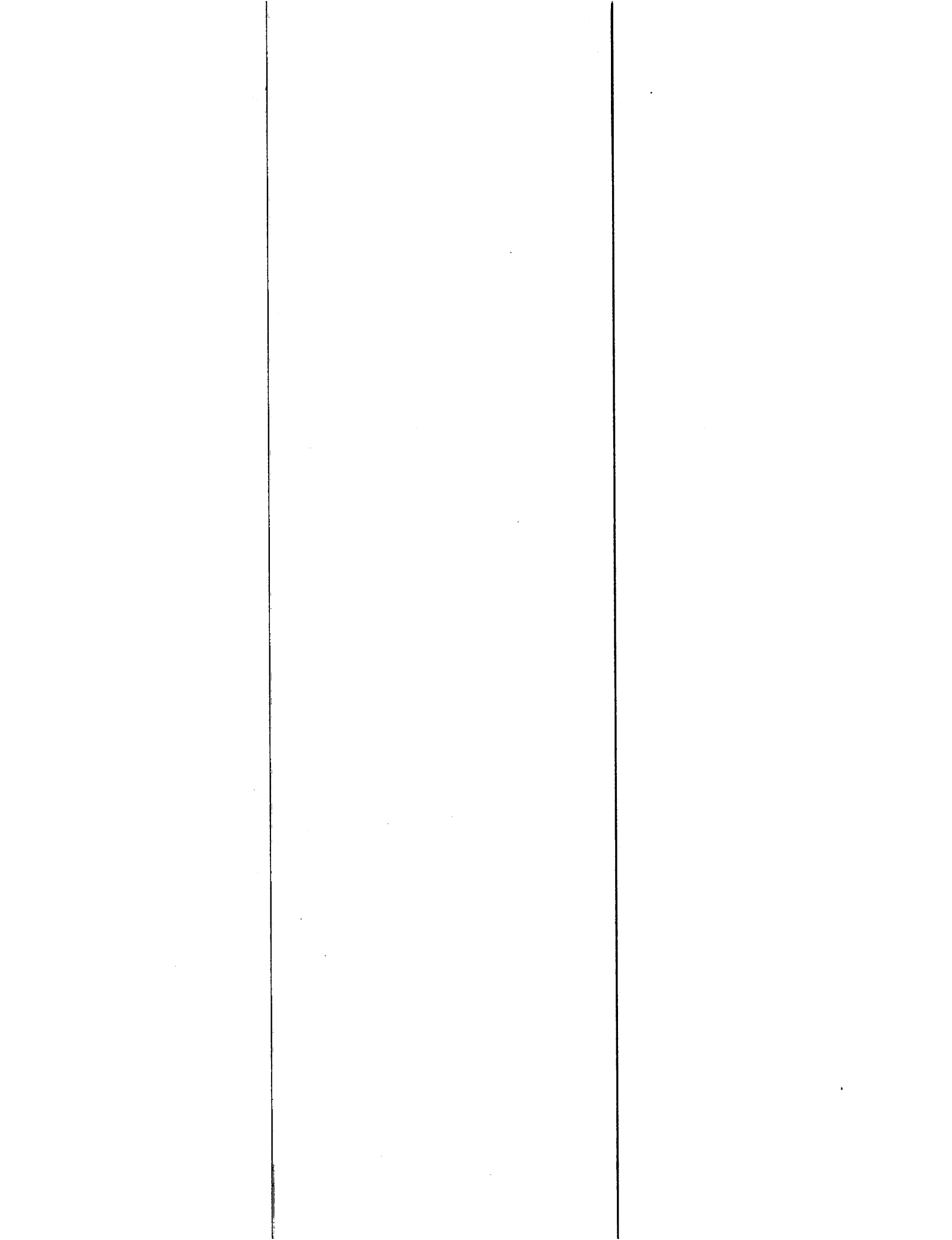
- A. No live Christmas trees are allowed in the building.
- B. Seasonal decorations should be removed promptly after the appropriate holiday.
- C. All decorations are subject to review by the Board upon complaint of any Unit Owner. The Association has the right to require any owner to remove any decorations upon written notification to that effect.

### **Smoke / Carbon Monoxide Detectors**

- A. Unit Owners shall install and maintain in good operating condition, smoke / Carbon monoxide detectors, as required by law, in each unit, the Unit Owner shall be responsible for keeping the detector(s) operable at all times.
- B. Water beds and fish tanks are not allowed

### **Enforcement of Rules and Regulations**

The Executive Board may impose fines for violations per the schedule of fines.



**River Heights Condominium  
Hudson, WI**

**Policy Resolution #1: Policy Resolution Relating to Violation Processing and Fines**

Enacted: 4/2/19

Effective: Immediately

WHEREAS, the River Heights Condominium Association is empowered to exercise all of the powers, duties and authority vested in or delegated to this Association by provisions of the Articles of Incorporation, Bylaws, and the Covenants, Conditions, Restrictions and Easements, and other municipal, state and federal laws; and,

WHEREAS, the Master Declaration of Covenants, Conditions, Restrictions for River Heights condominium and Rules and Regulations:

- 1 Any Owner(s) of a Lot that is in violation of the Covenants, Conditions and Restrictions or River Heights Rules and Regulations shall be issued a violation notice by the Association's management company or the Board of Directors.
- 2 The Owner(s) that is in violation of the Covenants, Conditions and Rules and Regulations will be given a specified number of calendar days to correct the violation.
- 3 Enforcement of violations will be handled in accord with the Declarations of the River Heights Condominium Association. Stated as follows.

11.1 Entitlement to Relief. The River Heights Association has authority to commence legal action to recover sums due, for damages, for injunctive relief, or any combination thereof, or an action for any other relief authorized by the River Heights Governing Documents or available at law or in equity. Legal relief may be sought by the River Heights Association against any Member or Owner, or by a Member against the River Heights Association or another Member or Owner, to enforce compliance with the River Heights Governing Documents, the River Heights Rules and regulations, the Act or the decisions of the River Heights Association.

11.2 Remedies, in addition to any other remedies, express or implied, administrative or legal, the River Heights Association shall have the right, but not the obligation, to implement any one or more of the following actions against Owners or Members who violate the provisions of the River Heights Governing Documents, River Heights Rules & Regulations.

11.2.1 Commence legal action for damages or equitable relief in any court of competent jurisdiction.

11.2.2 Impose late charges of up to the greater of \$20, or 15% of the amount past due, for each past due River Heights Assessment or installment thereof, and impose interest at the highest rate permitted by law on all such unpaid amounts from the due date.

11.2.3 If any River Heights Assessment or installment thereof becomes more than thirty days past due, all remaining installments of assessments assessed against the Member may be accelerated by the River Heights Association, and shall then be payable in full together with all costs of collection and late charges. Ten days' advance written notice of the acceleration shall be given to the defaulting Person.

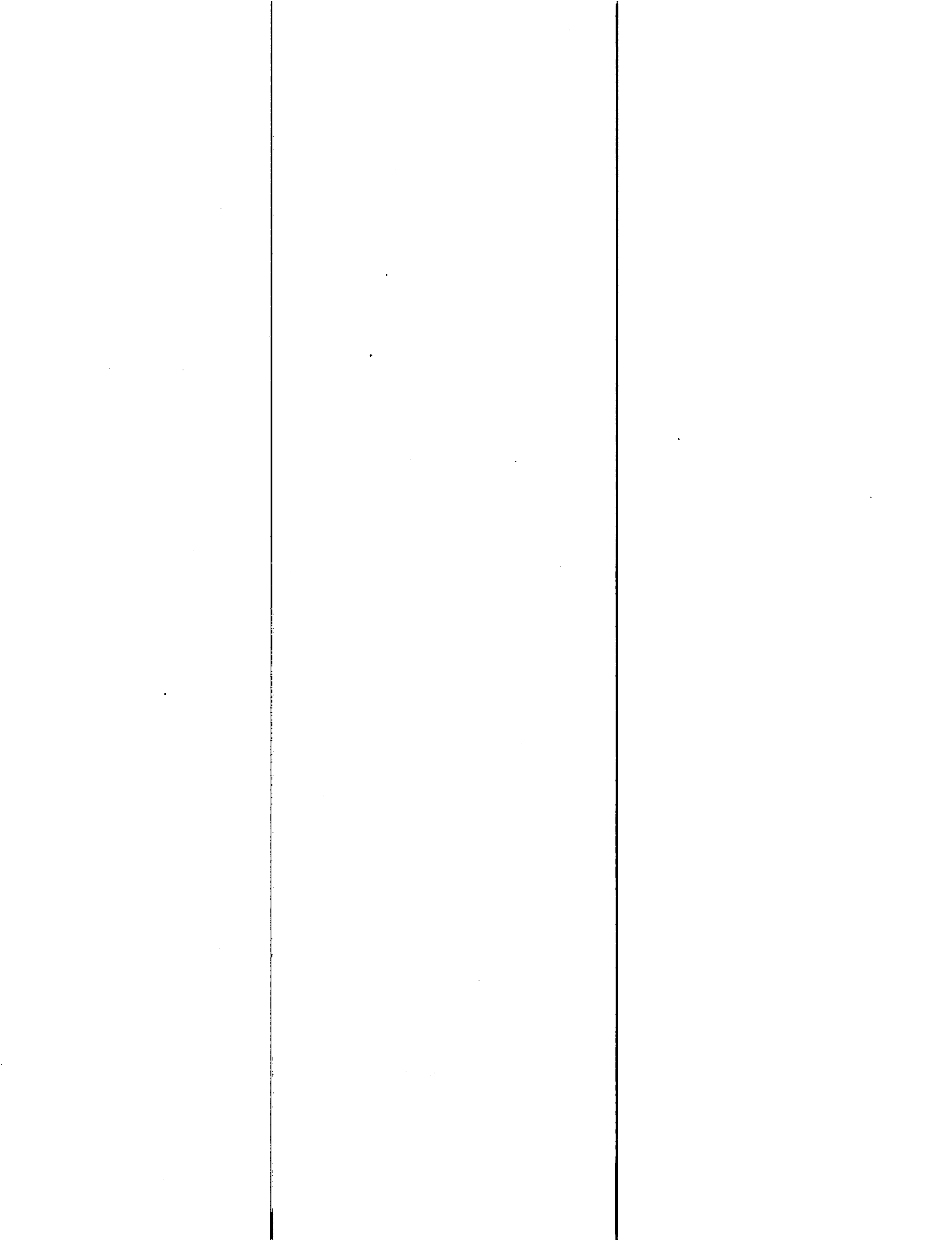
11.2.4 Impose reasonable fines, penalties or charges for each violation of the River Heights Governing Documents and Rules & Regulations.

11.2.5 Suspend the rights of any Member to vote when the Member is in violation of the River Heights Governing Documents or Rules and Regulations.

11.4 Liability for Owners' and Members' Acts. A Member, Owner or Occupant shall be liable for the expense of any maintenance, repair or replacement of the Property arising out of their acts or omissions, or the acts or omissions of their invitees to the extent that such expense is not covered by the proceeds of insurance.

11.5 Costs and Attorney's Fees. With respect to or any measures, legal, administrative, or otherwise, which the River Heights Association takes to enforce the provisions of the River Heights Governing Documents, the River Heights Rules & Regulations, the offender shall promptly pay or reimburse the River Heights Association for any expenses incurred in connection with such enforcement, including without limitation fines or charges previously imposed by the River Heights Association, fees of attorneys and other professionals, court costs and collection agency contingent fees.





- 4 Offenses of a Continuous Nature which are capable of being cured, and which are not cured within the stated time frame of written notice/appeal, shall be subject to the imposition of a fine on a "per day" basis starting on the 8<sup>th</sup>/11<sup>th</sup> day following written notice, according to the Schedule of Fines. Subsequent (repeat) offenses are subject to an initial fine of double the amount listed in the Fine Schedule for each day the violation remains.
- 5 Owners shall be responsible for the payment of any fine or other penalty imposed as a result of a violation by a member of the Owner's household and such Owner's guest, contractor, invitee, licensee, and/or tenant.
- 6 If any fine imposed on the Owner by the River Heights Association is not paid in full by said Owner within thirty (30) days after the date on the initial fine letter, then the amount of the Fine shall be added to the amount of the Assessment of Common Expenses charged to the Owner and shall be enforceable as an assessment in accordance with the Declaration, Bylaws and applicable law.

The foregoing Resolution has been adopted by the River Heights Condominium Association Board of Directors and is effective starting 8-1-2019.

Board Member *Hally Jones* date 6-24-19  
Board Member *[Signature]* date 6/24/19  
Board Member *[Signature]* date 7/8/19

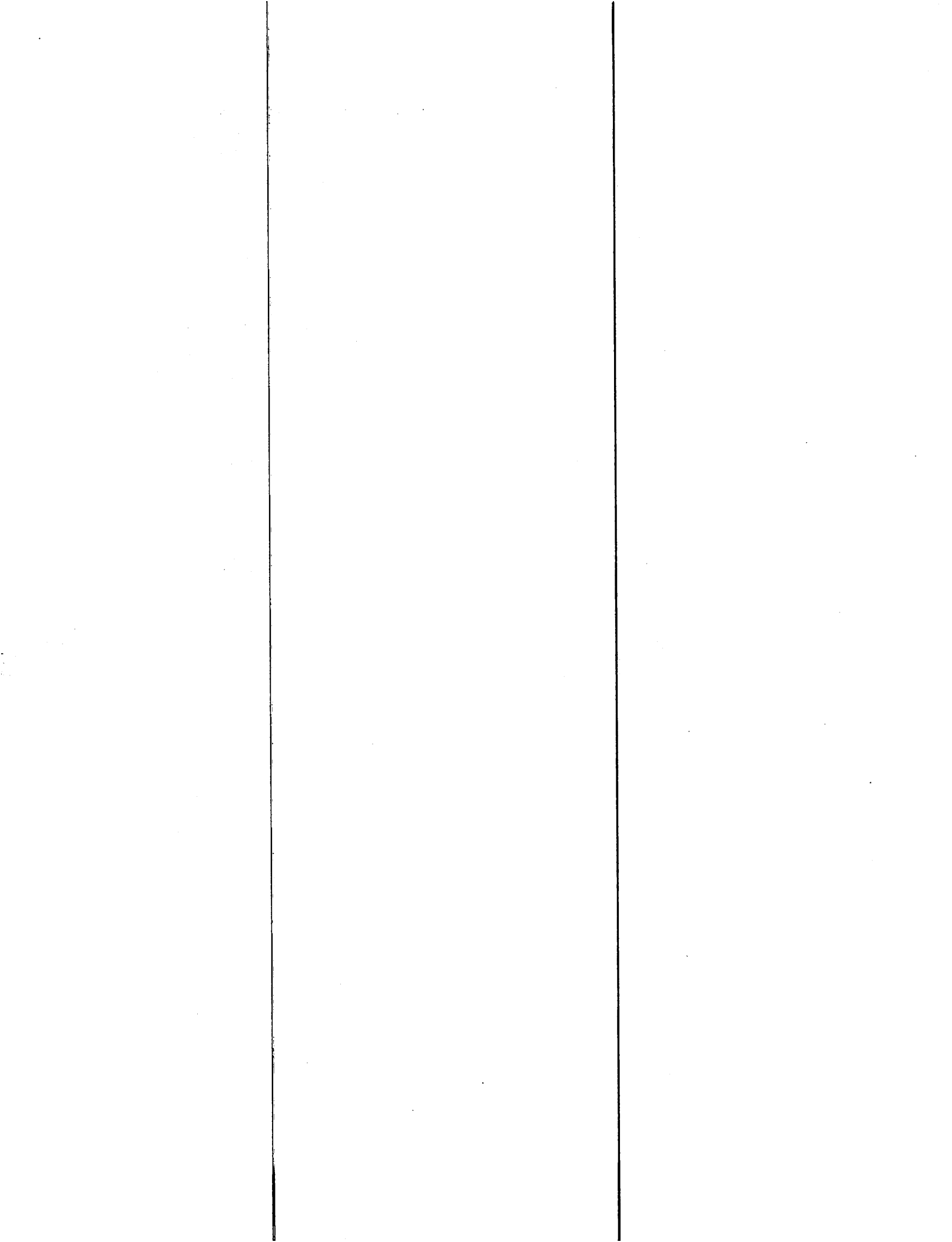


Exhibit A

River Heights Condominium Association  
Schedule of Fines

Violation	Initial Fine	Per Day	Repeat Occurrence/Day <sup>1</sup>
Parking Violations	\$25	\$5	\$50
Outdoor storage of personal property	\$25	\$5	\$50
General Rule Violation	\$25	\$5	\$50
Pet/Animal Violation	\$25	\$5	\$50
Quiet Enjoyment <sup>2</sup>	\$25	\$5	\$50
Damage to Common Area	\$25	\$5	\$50

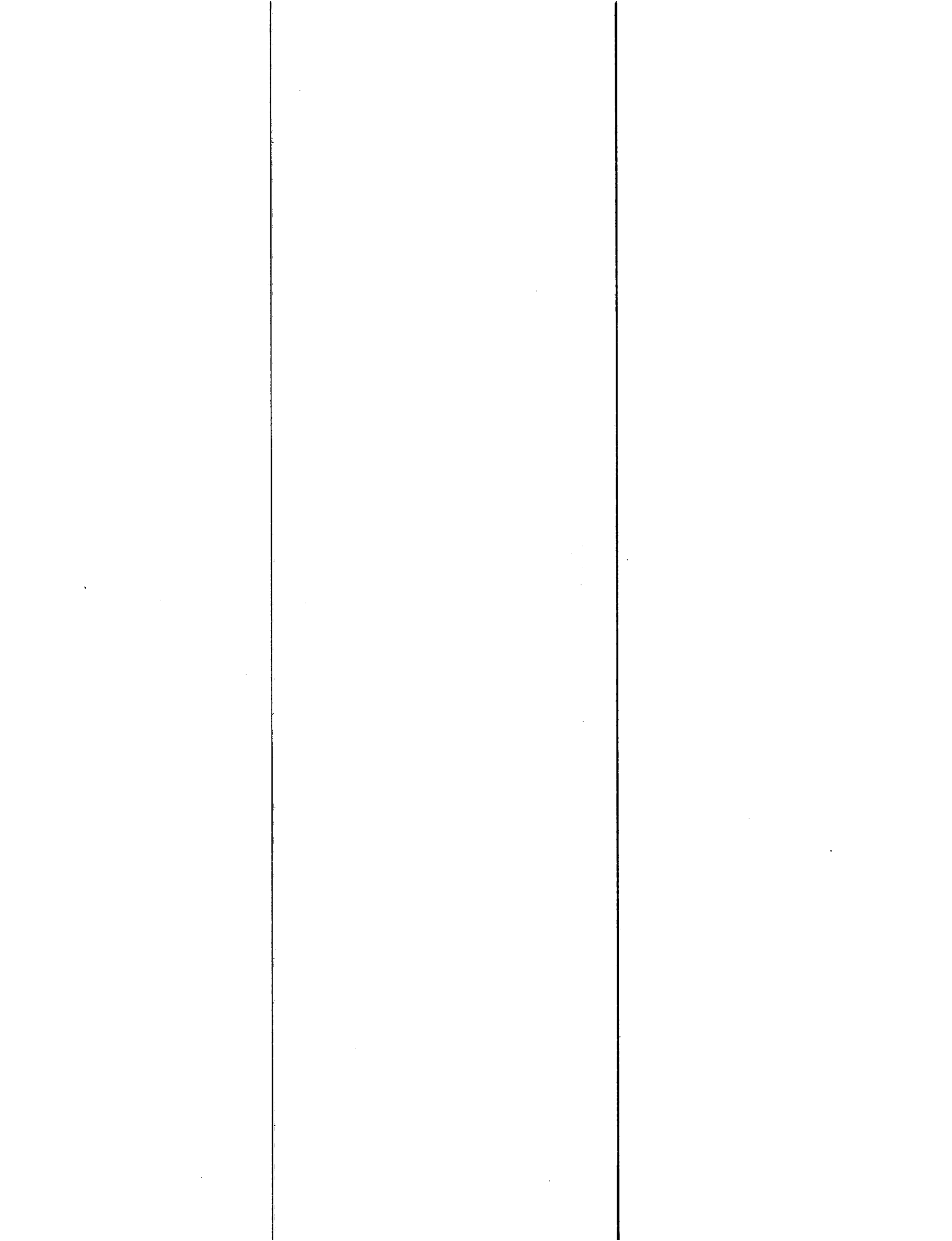
<sup>1</sup> Repeat Violation occurs when the same provision of the River Heights bylaws, Declaration of Covenants, Conditions and Restrictions occurs more than once and has already been given the appropriate warnings and hearing. A repeat offense will result in immediate doubling of fines starting. In the event of continuing violations where fines have been doubled, assessments will accrue on a weekly basis?

<sup>2</sup> A nuisance is any activity conducted on the property or in Common Areas that is a nuisance to the community.

The above list is not complete or comprehensive. All other violations not listed or specified above will result in reasonable fines up to \$100 per week.

The payment of any and all legal fees and costs incurred by the River Heights Association to enforce violations or collect fines shall be the responsibility of the Owner.

It is the Owner's responsibility to inform their tenants of the Rules and Regulations. Owners are responsible for any violations caused by their renters/tenants.



## River heights Association Violation Procedure

### First Violation

- Courtesy letter

A courtesy letter citing the specific violation(s) and requesting correction of said violation(s) within a specified number of days. (No monetary fine if corrected within specified number of days, with the exception of repeat offenses.)

### Second Violation

- Letter for a meeting
- Resolution/Fine is determined at meeting
- Owner Notified in writing of Decision

A letter sent requesting the Owner to appear before the Board of Directors (or appointed Designees) to address the cited violation(s). The letter will identify the nature of the violation(s), date, time and location of the meeting. If the Owner fails to appear at the meeting to provide written evidence on his/her behalf, a monetary penalty may then be imposed against the owner(s).

### Hearing/Fine Imposed

- Must be paid within 15 days of date of decision.

Upon completion of the meeting, the decision of the Board will stand and, if applicable, fine(s) may be assessed. The Board or the Association's manager will notify the Owner(s), in writing, of its decision within five days. The fine must be paid within ten days.

### Liens

In the event that fines are unpaid, lien(s) against the Owner's(s') property may be filed. Cost of preparing and filing any lien(s) will be added to the lien amount.

### Continuing Violation

- Fines accrue without additional notification until violation is remedied to the satisfaction of the River Heights Board of Directors

A Continuing Violation is a violation of an ongoing or repetitive nature which is curable but has not been corrected within the required amount of time. The River Heights Board may impose a continuing monetary penalty, assessed on a daily basis, without additional notice or hearing, until the infraction or violation has been remedied. It is the responsibility of the Owner(s) to notify the River Heights Board of Directors or its management company that the violation has been corrected.

