

**Holborn Village at High  
Crossing Condominium  
Association, Inc.**

**RULES AND  
REGULATIONS**

*Effective 09/03/2024*

## **I. GREETING STATEMENT**

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 apply to all residents, as well as their guests. The term “resident” refers to anyone who may be residing in the unit.

These Rules intend 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 provide 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 members of the lessees’ families living in the unit, as well as any of their or their lessees’ guests and invitees.

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## **1. 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. However, unit owners are permitted to establish private garden areas adjacent to their units. All plants must be contained within designated garden beds to ensure proper maintenance of common elements. The Association will be responsible for mulching, while unit owners are responsible for maintaining their garden beds. Any unkempt garden areas requiring additional maintenance will be charged to the owner's account.

## **2. Assessments**

- a. Assessments are due within the first five days 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.

## **3. Patios**

- a. Patios are not to be used for storage
- b. Bikes 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

## **4. Business Solicitation**

- a. Distribution of unsolicited correspondence, letters, flyers, newsletters, etc. anywhere on the property is prohibited without advance written authorization from the management company. This includes solicitations from non-profit or religious organizations.

## **5. 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, or 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 advertising signs or other displays 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.
- g. Front Entry Doors. All front entry doors must be painted in Sherwin Williams Naval SW6244, using Emerald Urethane in a satin finish.

## **6. 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. Garbage and recycling bins must be stored inside the unit or unit's garage. Owners will have 36 hours from garbage collection time to return the bins to the unit/garages. The bins must not be put out no earlier than 24 hours before collection.

## **7. Grills**

- a. All barbeque grills must be used and stored in a way that is in accordance with the National Fire Code, and not in violation of City of Madison ordinances. Any fines issued in relation to a violation of the City of Madison ordinance on barbecue grills will be assessed to the offending owner.

- b. Any damages resulting from improper or unsafe use will be the sole responsibility/liability of the unit owner.

## **8. 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 that 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.

## **9. Pets and Animals**

- a. 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. (Direct control is defined as being physically connected to the owner via leash/rope.)
- b. No pets are allowed to be staked to any Common or Limited Common Elements, nor can they be lashed 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.
- c. All residents are responsible for the prompt and thorough removal of any and all of their pet's waste.
- d. Animal feeding of any kind is not permitted. Bird feeders, including hummingbird feeders, are not permitted on any Common or Limited Common Element. Water, intended for wildlife, is not permitted on any Common or Limited Common Element.

## **10. Parking**

- a. Each unit has two unpaid parking spots. One is located inside the unit's garage and the other is directly behind the garage. One additional parking space per unit in the public parking areas can be used for a monthly fee of \$35.00, to be paid at the same time as the monthly HOA fees. This fee will be in addition to the

monthly HOA fee amount. There will be no specific public parking places reserved for this paid spot. It is on a first come first serve basis.

- b. 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.
- c. Any vehicles other than passenger, SUV, motorcycle, and passenger trucks must be approved by the management company or Board of Directors prior to being parked on the property. This includes commercial vehicles, trailers, and motorhomes.
- d. Any vehicle in disrepair/ non-working order or deemed to be abandoned will be given a 48-hour notice before being reported to the property management company as an abandoned vehicle. Any fines or towing fees accrued will be the sole expense of the vehicle owner.
- e. Vehicles must be parked in designated parking places. Any vehicles parked in a non-marked parking place will be towed at the owner's expense, this includes the inner curb of Holborn Circle. No prior notice/warnings will be provided.
- f. Residents are responsible for any and all damage caused by their or their guests' vehicles.
- g. Public parking is for paid parking, guests, and temporary use only. After 7 days a warning will be provided and then towed at the owner's expense. If you have a guest that will need parking over 7 days, please contact the management company with the make/model and license plate to get a parking pass that will contain the date your guest will leave, and will no longer be valid after that date.

## **11. Rental Units**

- a. The Association must maintain less than 20% Non-Owner occupancy to comply with FHA guidelines. Additionally, no single Owner or related group may own more than 9% of Units, ensuring FHA financing eligibility. Owners must notify potential buyers of the Rules, and new Owners must acknowledge receipt of these Rules at closing.
- b. No Unit within the Condominium may be leased, rented, or occupied by anyone other than the Owner, except as outlined by the Declaration of Condominium, By-laws, and Rules. In the event of a conflict, the Declaration or By-laws shall prevail.
- c. Owners must submit all existing lease agreements or occupancy memoranda, along with a tenant registration form, within ten days of Rule adoption. New agreements must be submitted within ten days of execution or occupancy, along

with a \$150 administrative fee. Failure to provide required documents may result in a \$100 fine every seven days until compliance. Leases must include names and contact details of all tenants (maximum two per bedroom). The Association will pay \$100 of the administrative fee to the management company retained by the Association to administer the new Rental Rules and Regulations.

- d. The Secretary of the Association will record the Rules with the Dane County Register of Deeds to alert prospective buyers. If a tenant violates the Rules, or an eviction is necessary, the Unit Owner will be responsible for the Association's costs, including legal fees.
- e. Three Rule violations within one year or being 60 days delinquent in dues may result in revocation of Non-Owner occupancy rights, with 30 days' notice to the Owner. Inspections for compliance may occur with 24 hours notice. Owners may appeal fees to the Board, which has discretion in granting or denying requests.

### **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 to 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.
- 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:
  - 1. The violation is in direct defiance of a previous mandate from the Board of Directors.
  - 2. The violation was malicious in its intent.



3. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
4. 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 week that a violation exists shall be a new violation subject to a 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 a 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.