

RULES & REGULATIONS

The Rule & Regulation of the Highlander are created in three ways the Articles of Inc, By-laws and Board of Directors ruling. You can find all of these documents on our web site Highlanderhoa.org as a owner you can use the following password _____ to access more information i.e. Insurance and financial. Please be advised that the Home Owners Association deals with owner only. If you are leasing your unit it is your responsibility to enforce our rule and regulations. Owners our responsible for any violations, letters for management, fines or evictions. So please insure, **All leases shall be in writing, and shall provide that the terms of the lease shall be subject in all respects to the provisions of the Declaration, Articles of Incorporation, By-Laws and Rules and Regulations, and that any failure by the lessee to comply with the terms of such documents shall be a default under the lease and grounds for eviction.** 15.17 HOA Bylaws

Regular Meetings

Regular meetings of the Board of Directors will be held at **Highlander office on odd months on the second Sunday at 10am**, but at least two (2) such meetings shall be held during each twelve-month period after the annual meeting of the Unit Owners' Association. 16.05 HOA Bylaws

1. Board hear appeals from **owners** that are on the agenda prior to meeting that have received a letter of violation from management.
2. Board will approve fines, Invoices or any other misc. expenses.
3. Board will approve all contracts or work that needs to be done around property and ensure funds are in the budget.
4. Board will not address tenants the owner must represent the unit being discussed if not the Board will rule in favor of management.
5. Any other business on the agenda

Special Meetings

Special meetings of the Board of Directors may be called by the President on five (5) business days' notice to each Director. Such notice shall be given personally or by mail, telephone, or telegraph, and such notice shall state the time, place, and purpose of the meeting. Special meetings of the Board of Directors shall be called by the President or Secretary in like manner and on like notice on the written request of at least two (2) Directors. Notwithstanding any duty to maintain and repair parts of the Condominium Property, the Association, its officers, directors, committee members and other agents shall not be personally liable for any injury or damage. There shall be no personal liability on the part of the Association caused by any latent condition of the Condominium property maintained and repaired, nor for any injury or damage caused by, in or on the Common Elements or Limited Common Elements or other Owners or persons. The Association shall be responsible for the cost of maintenance and repair of Common Elements.

Membership in Association.

Each Owner shall be a member of the Association, the membership of which shall at all times consist exclusively of Owners. Unit ownership shall entitle the Owner(s) to one (1) vote per Unit at all meetings of the Association.

1. Owner is person listed on Act of sale.
2. Corporate owned units must be represented by an Official or the Designated agent listed on the Secretary of States web site.

Condominium Owners Association Annual Meeting

Annual meeting of the Highlander Condominium Owners Association shall be held no later than April 30th of each year. The date and place of the annual meeting shall be disclosed by the Board of Directors and notice of the annual meeting shall be given to each owner personally, by mail, telephone or email at least 15 business days prior to the date of such meeting.

Special Meeting

A special meeting of the Homeowners Association may be called by a written request or petition of at least a single majority of the owners. Notice of said meeting, its purpose, time and place shall be given personally, by mail, telephone, or email at least 15 business days prior to the date of said meeting.

Violation Letters

Will be sent to the owner of the unit and will address the specific violation of the rules along with the requested remedy and/or fines being imposed. Upon receiving a violation notice the owner can appeal to the board of directors in person at the next regularly scheduled board meeting. If the owner fails to appeal the board will rule in favor of management. **Reminder to owners to make this rules part of your lease so you have options to fine or evict a tenant continues to violate our rules. These fines can get expensive and are assets to the owner.**

Personal Obligation.

The amount of Assessments, Common Expenses, and Special Assessment assessed against each Unit shall also be a personal obligation of the owner thereof at the time the Assessment became due. Suit to recover a money judgment for unpaid Assessments, Common Expenses, Limited Common Expenses and Special Assessments shall be maintainable by the Association without foreclosing or waiving the lien securing same. The Board of Directors and the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration, or the By-Laws, or as are otherwise available at law or in equity, for the collection of all unpaid Assessments.

Unit Boundaries.

The boundaries of a Unit consist of its interior surfaces of the perimeter walls, floors, ceilings, windows, window frames, doors, and door frames and trim, as well as the air space encompassed thereby, and shall further include the interior construction, partitions, appliances, fixtures, heating and air-conditioning units and other improvements which are located entirely within such Unit and/or serving such Unit, provided however, that no pipes, drains, wires, conduits, ducts, flues, and/or shafts contained within any Unit and serving, or forming a part of any system, serving more than one Unit or the Common Elements and/or Limited Common Elements shall be deemed to be a part of such Unit

Electrical and Other Utility Services.

The water and sewer serving all Units and the electricity serving the Common Elements and Limited Common Elements shall be separately metered, and the Association shall pay such bills as a Common Expense and Limited Common Expense. The Association shall have the authority to assess any extraordinary or unusual water and/or sewer bill against a Unit as a special assessment. **All unit have a water shut off valve under the kitchen sink.**

Statement of Unpaid Assessments.

Upon the written request of any Owner, insurer, Mortgagee, prospective Mortgagee or guarantor thereof of a Unit, the Association, through its Board of Directors, shall issue a timely written statement setting forth any levied but unpaid Assessments with respect to the subject Unit, the amount of the current monthly Assessments, the date of such Assessment and the due date, credit for advance payments or for prepaid items, including, but not limited to, insurance premiums, which shall be conclusive upon the Association in favor of all persons who rely thereon in good faith. Unless such request for a statement of indebtedness shall be complied with within ten (10) days of the receipt of such request in writing, all unpaid Assessments which become due prior to the date of making of such request shall be subordinate to the lien of the person requesting such statement.

Unit Repair and Maintenance.

Each Unit Owner shall furnish and be responsible for, at his own expense, all of the maintenance, repairs, and replacements within his own unit, excluding Common Elements, except to the extent the Association, believing it to be in the interest of the Association and a customary and routine expense, determines to provide maintenance, repairs, and replacements.

The Unit Owner shall not perform any work in or to the unit which might impair the structural integrity or mechanical systems, lessen the support of any portion of the condominium property, or impair any servitude in favor of the Association or any unit or unit owner, without first obtaining the written consent of the Association.

Work Directed by Association

Whenever the Association shall determine, in its sole discretion, that maintenance, replacement or repair of any unit is necessary to protect the Common Elements or the appearance or value of the condominium property or any other portion of any building, the Association may cause written notice of the necessity for such maintenance, replacement or repair to be served upon the unit owner.

Access

The authorized representatives of the Association shall be entitled to reasonable access to the individual Units, Common Elements, and Limited Common Elements as may be required in connection with the preservation or protection of any individual Unit. however, for access to the individual Units shall be limited to reasonable hours, except that, in case of emergency, the Association, and authorized representatives may have access at any time. 9.05 HOA BYLAWS

Pay Assessments.

Promptly pay the Assessments and Special Assessments levied by the Association. Assessments and Special Assessments and/or installments thereof, which are paid on or before fifteen (15) calendar days after the date upon which they become due and payable shall not bear interest, but thereafter such sums remaining unpaid shall bear interest at the rate of twelve percent (12%) per annum from the date due until paid, in addition to a late charge of \$25.00 per monthly assessment.

Maintenance of Unit.

Each Owner shall maintain, repair and replace at his own cost and expense all portions of his Unit requiring maintenance, repair and replacement so as to maintain the Unit as near as possible to its condition when new and first ready for occupancy. Each Owner shall also maintain, repair and replace at his own cost and expense the air conditioning and heating units serving his Unit, including those portions of the heating and air conditioning system located on the exterior of Units, the roofs, or on Limited Common Elements.

- 1. All repairs or alterations that affect the look of the property must be made with material of like kind and approved by the Board prior to work being started.**

Negligence of Owner

An Owner shall be liable for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness or by that of any occupant of his Unit, or of his employees, agents, lessees and invitees, but only to the extent that such expense is not met by the proceeds of insurance carried and collected by the Association. Such liability shall include any increase in fire insurance rates occasioned by use, misuse, occupancy, or abandonment of a Unit.

Clearing of Debris.

In no event shall an Owner permit damaged property to stand within the Unit and shall expeditiously clear the condominium Unit of all damage, trash and debris. In the event that the Owner fails to do so, the Association may, after ten (10) calendar days after the delivery of written demand to the Owner, cause the condominium Unit to be cleared and shall have the power to assess and collect from the Owner a Special Assessment to cover the cost and expense of so doing. Collection of this Special Assessment shall entitle the Association to attorney's fees and to a lien and privilege as provided in Section 8.

General Restrictions.

Each Owner shall maintain his Unit in good condition and in good order and repair, at his own expense, and shall not display, hang, store or use any clothing, sheets, blankets, laundry or other articles outside the Unit, or which may be visible from the outside of his Unit (other than draperies, curtains, or shades of a customary nature and appearance) or paint or decorate or adorn the outside of his Unit, or install outside his Unit any canopy or awning, without the prior written consent of the Board of Directors.

1. No grills, hibachis, or cooking devices of any kind are to be used on the walkways or stairs within the complex or within 15 feet of any building, including the pool canopy and equipment house.

Pool Area.

All rules apply while in pool area plus everyone should follow normal pool rules. Like never swim alone, No diving, No running, Do not disturb other residents with loud music or noise and No glass in pool. Any violations to these rules by guest, tenant or owner will result in a violation letter being issued to the unit owner. Any non-resident should be ask to leave the property or reported to management.

1. All guest must be accompanied by an owner or a tenant.
2. All pets must be on leash at all times.
3. Pet shall not be in pool at any time.
4. All owners and tenants shall be responsible for cleaning the pool area after use.
5. All owners and tenants must be responsible and not loud or disruptive to others.
6. No barbeque pits within 15 foot of any part of the building including the canopy.

Increases in Insurance

Nothing shall be done or kept in any Unit, or in any part of the Common Elements or Limited Common Elements, which will increase the rate of insurance on any Unit, Common Element or Limited Common Element without the approval of the Board of Directors. No Owner shall permit anything to be done or kept in his Unit, or in any part of the Common Elements or Limited Common Elements that will result in the cancellation of insurance on any Unit, Common Element or Limited Common Element, or which would be in violation of any law. No waste will be permitted on any part of the Common Elements or Limited Common Elements.

Signs.

No sign of any kind shall be displayed to the public view on or from any Unit, any Common Element or any Limited Common Element, without the approval of the Board of Directors, except such signs as may be used in connection with the sale of Units.

Nuisance.

No nuisance, public or private, no noxious, offensive, improper, immoral or unlawful activity or activity constituting a nuisance or which, in the judgment of the Board of Directors, may cause unreasonable noise or disturbance to others shall be conducted or maintained in the Condominium Property. All laws, orders, rules, regulations or requirements of any public authority having jurisdiction over the Condominium Property shall be observed and complied with.

Electrical and Sound Equipment.

No Owner shall install outside his Unit any radio, television, antenna or other electrical equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors. All radio, television antenna or other electrical equipment of any kind or nature installed or used in or outside each Unit shall fully comply with all rules, regulations, requirements or recommendations of the public authorities having jurisdiction, and the Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment installed in or outside such Unit. Satellite reception devices are prohibited except as the Association may approve by a vote of the majority of the Unit Owners.

Wiring.

No Owner shall overload the electrical wiring or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others, or connect any machines, appliances, accessories or equipment to the Common Elements or Limited Common elements, without the prior written consent of the Board of Directors.

Garbage and Trash.

Trash, garbage and other waste shall be kept only in sanitary containers and shall be disposed of in a clean and sanitary manner **in one of the provided dumpsters.**

1. Trash and garbage should not be left outside on the walkways. It is not the responsibility of the Association to provide trash pick at the doors.
2. Large items, such as furniture, that does not fit into the provided dumpster should either be broken up so as to fit into the dumpster or arrangements made to have it picked up and hauled away.

Prohibited Vehicles.

Except as permitted by the Rules and Regulations (which may completely prohibit the same) of the Association, no trailer, motor home, boat, recreational vehicle or large, commercial-type vehicle of any kind shall be parked or stored on the Condominium Property except in spaces that may be specifically designated for that purpose. No vehicle shall be repaired or rebuilt on the Condominium Property, and no inoperative vehicle may be kept on the Condominium Property. Motorcycles, motorbikes, motor scooters, and similar vehicles shall not be operated on the Condominium Property except directly between a parking space and public roads. Parking spaces shall be used for parking purposes only. The decision of the Board of Directors shall be final with respect to the prohibition of a vehicle or activity under this Subsection.

Heating and Air Conditioning Equipment.

Heating, ventilating and air conditioning equipment and solar energy systems shall be located solely in areas designated by the Board of Directors.

Building Materials.

No building materials or equipment of any kind may be placed or stored on the Condominium Property by an Owner, except as required on a temporary basis to perform repairs or renovations to his Unit.

Pets.

No animals or fowl may be kept on the Condominium Property, except that the keeping of orderly domestic pets (e.g. dogs, cats or caged birds) not to exceed two (2) pets per Unit is permitted subject to the Rules and Regulations, provided; however, that such pets are not kept or maintained for commercial purposes or for breeding; and provided, further, that any such pet causing or creating a nuisance or disturbance or noise shall be permanently removed from the Condominium Property upon ten (10) days after delivery of written notice from the Board of Directors. Such pets shall not be permitted upon the Common Elements or Limited Common Elements unless accompanied by an adult and unless carried or leashed. Any Owner who keeps or maintains any pet upon any portion of the Condominium Property shall be deemed to have indemnified and agreed to hold the Association and other Owners free and harmless from any loss, claim or liability of any kind or character arising by reason of keeping or maintaining such pet within the Condominium Property. All pets shall be registered and inoculated as required by law. Pets are to be kept inside the home at all times except when on a leash and accompanied by or under control of the resident. Pet owners are responsible for the collection and disposal of pet waste from Common and Limited Common Elements.

The Association voted to levy a \$250.00 per year assessment for ownership of a pet.

Owners Meeting 4-23-17

Waterbeds.

No waterbeds shall be permitted in any Unit without the express written consent of the Board of Directors.

Security.

Owners, shall, at all times, comply with the Rules and Regulations as the Association may promulgate for the security of the Condominium Property and its Owners and occupants.

Common Elements.

No Owner shall obstruct any of the Common Elements or Limited Common Elements nor shall any Owner place or cause or permit anything to be placed in any of the Common Elements or Limited Common Elements without the written approval of the Board of Directors. Nothing shall be altered or constructed in or removed from the Common Elements or Limited Common Elements, except with the prior written consent of the Board of Directors. The use of any illegal substance on any part of the Common and Limited Common Areas is prohibited at all times.

Flooring.

Sufficient flooring shall be maintained in Units located in whole or in part above other Units, to adequately reduce transmission of sound between Units. No more than one washer and dryer may be installed in a Unit without approval of the Board of Directors.

Timesharing Arrangements.

No Unit shall be subjected to or used for any timesharing, cooperative, licensing or other arrangements that would entail weekly, monthly, or any other type of revolving or periodic occupancy by multiple Owners, cooperators, licensees, or timesharing participants.

Parking Spaces.

Vehicle parking areas are for the residents of the Highlander Condominiums. Illegally parked vehicles may be towed at the owners' expense at the Board of Directors' discretion. Parking is allowed at the Highlander Condominiums only with the use of a current, valid parking permit sticker or visitor pass. Any car not displaying a valid permit or pass may be towed without notice.

1. Parking permits will be issued Each August 1 and will be valid for a period of 13 months. For the month of August, both the old and new stickers will be valid to allow a transition for people moving in and moving out.
2. Parking permits will be issued to each owner based on the following;
 - a. Two permits will be issued for each individual unit.

- b. A third permit can be obtained for the owners of three-bedroom units if they live offsite and have three valid leases or if they live onsite and have two valid leases.
- c. At the Board's discretion for special cases or needs.

3. Visitor Passes will be issued in the following three manners;

- a. One permanent visitor pass will be issued to each unit. This pass will not have an expiration date and should be handed over to the new owners when a property transfer. The cost to replace this pass is set at \$100. This pass shall be valid on any day including LSU home football game days.
- b. An offsite landlord owner visitor passes. Two landlord passes will be issued to owners who currently reside offsite and demonstrated with a current driver's license and are renting out the unit as demonstrated with valid leases. This pass is offered as a convenience to the landlords to allow them free access to their unit as needed. This pass will not be valid on LSU football home game days. This pass is not transferrable and should be turned in when a transfer of ownership occurs. The new owners may then apply for a landlord pass if needed.
- c. Temporary visitor passes. The office or current Management Company will be able to issue temporary, dated passes for those rare occasions in which more than one guest is visiting. These passes will not be written for days on which there is an LSU football home game. The Board recognizes that although extra visitors are most likely to occur on these weekends but leaves it to the visited resident to make other parking arrangements for extra guests on the actual game day.

4. Cars or prohibited vehicles parked outside the security gate that do not have a proper permit or pass will be towed by the currently contracted towing company at the towing company's discretion with no notice required.

5. Cars or prohibited vehicles inside the security gate that do not have a proper permit or pass will be towed by the currently contracted towing company at the Management Company or any Board member's discretion with no notice required. On LSU football home game days, the Board may permit the currently contracted

towing company to tow cars inside the security gate that do not have a current, valid parking permit or visitor pass without individual approval from a Board member for each case.

Fines

All provisions of this Rules and Regulations will be enforced using the following fine schedule. **First offense violation will be \$100.00** and any **sequential violation for the same offense will be escalated by \$50.00 each time.** The fine will be assessed by the Board after a review of the evidence. The owner will then be given an opportunity to appeal the fine at the next regular board meeting.

Decision of the Board of Directors is Final.

The decision of the Board of Directors, in the event of any dispute or controversy involving the interpretation of these restrictions or the applicable use of any Units, shall be final and not subject to appeal or judicial review.