



Highleah  
Townhouses

# *Rules and Regulations*

Revised August 2024

*est. 1968*

# Introduction

---

The cooperative lifestyle which we all share by living at Highleah Townhouses, Inc. (Highleah Townhouses) places each of us in the position of being more closely associated with our neighbors than if we were living in individual houses. At times this places an extra burden on each of us and we must be a little more considerate of others so we do not abuse their feelings or privacy.

The Rules and Regulations are established in conjunction with your Occupancy Agreement. Therefore, we must make and abide by the rules. These rules will help guarantee our peaceful living at Highleah Townhouses by discouraging individuals from violating the rights of the majority.

All Rules and Regulations apply to the Member, co-members, all those in the household, and your guests. Failure to comply with the Rules and Regulations of Highleah will place your membership in default as outlined in your Occupancy Agreement, Article 14.

We want to stress that we are not writing rules for the sake of rules alone. These rules are necessary for our co-existence at Highleah Townhouses and need to be followed. We feel this will make Highleah Townhouses a more peaceful and enjoyable home for all the members. These rules and policies will be enforced.

This book is to be kept with your other cooperative documents. Updates to this book will be sent out at intervals during the year. Please keep this book up to date.

Board of Directors

Updated/Revised: August 2024

---

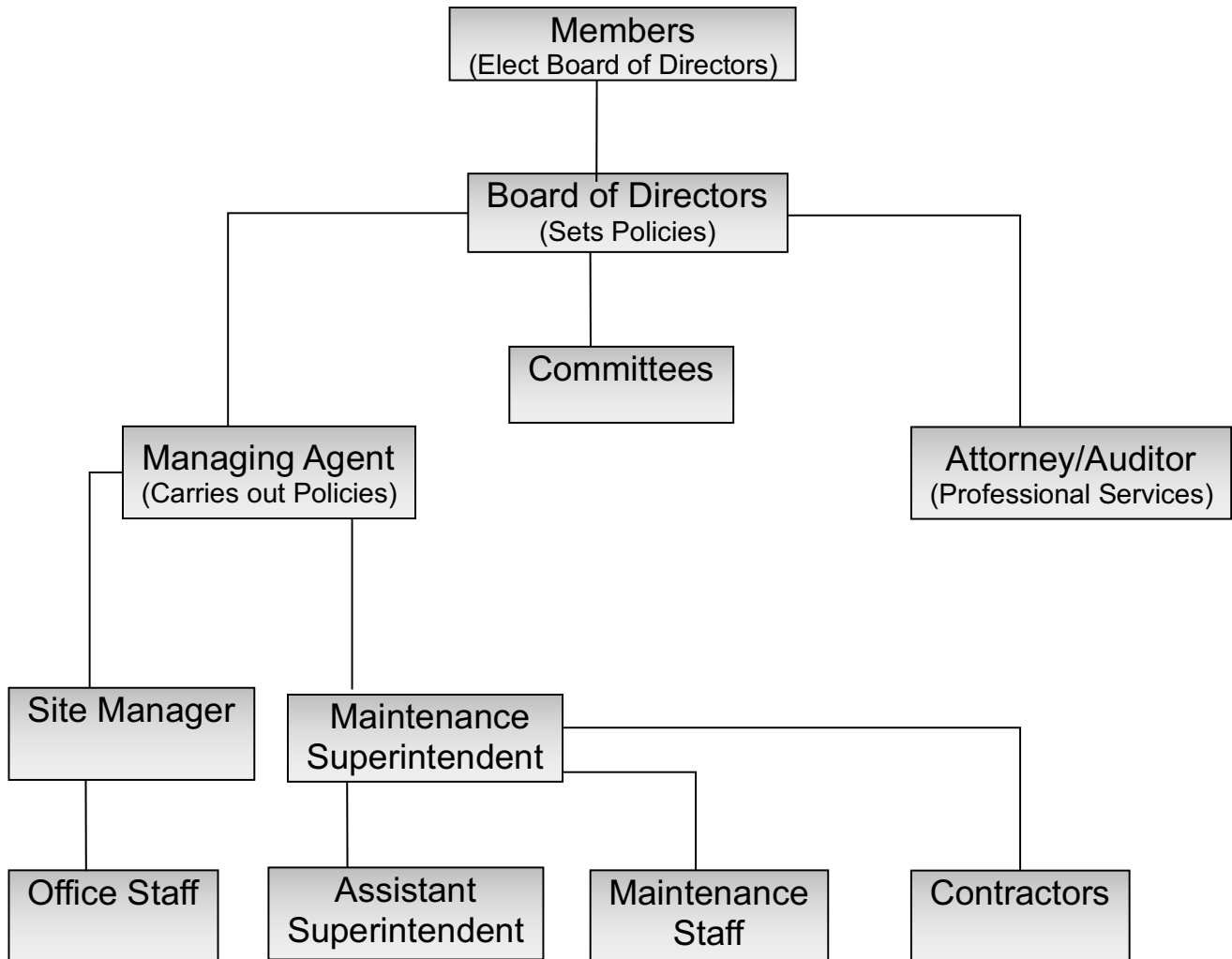
# Your Cooperative

---

- Your Board of Directors governs the affairs of your cooperative and the administration is provided by a professional managing agent. The Board of Directors is elected by the members living in Highleah Townhouses, Inc.
- You have received a booklet of all your corporate documents. Included in the booklet are the Articles of Incorporation, By-laws, Regulatory Agreement, Service Contract, Membership Agreement, Occupancy Agreement and Information Bulletin. Please keep your booklet for future reference.
- A five-person Board of Directors elected by the membership sets the rules and policies of the cooperative. They serve without compensation. The Directors elect the corporate officers. The Board may set up Cooperative Committees. These committees are responsible directly to the Board and may make recommendations.
- New members are provided with a Membership Certificate which is evidence that the holder is a member of Highleah. The certificate should be returned to the cooperative if a member withdraws their membership.
- You may deduct for Federal Income Tax purposes that portion of your annual carrying charge payments that is used to pay for real estate taxes and mortgage interest. A prorated statement of real estate taxes and mortgage interest will be provided annually upon request.
- The cooperative provides a wide range of insurance protection. However, certain coverage is the responsibility of the member. The cooperative fire and hazard insurance does not protect the members' personal belongings. The liability coverage provided by the cooperative does not cover claims arising from accidents inside a member's townhouse or negligence on the part of the member or the member's family or guests. Members are required to purchase a renter's or homeowner's policy.
- The annual meeting of the cooperative corporation shall be held on the third Tuesday of September. At this meeting, members are nominated for and elected by ballot to the Board of Directors. The members may also transact such other business as may come before them.

# Who's in Charge?

You are. The members are the sole owners of the property. The members elect the Board of Directors, which retains the Managing Agent. The organization chart shows how it works.



# Table of Contents

Introduction 2	
Your Cooperative _____	3
Who's in Charge? _____	4
<b>Tab 1 Cooperative Member's Responsibilities _____</b>	<b>8</b>
Member Agrees To _____	8
Member Agrees Not To _____	8
Section 1.1 Housekeeping Standards _____	9
Section 1.2 Alterations/Installations _____	10
Section 1.3 Carrying Charges _____	11
Section 1.4 Charge Limit/Payment Method _____	12
Section 1.5 Clubhouse Rental _____	13
Section 1.6 Deliveries _____	13
Section 1.7 Keys _____	13
Section 1.8 Recertification _____	13
Section 1.9 Visitors _____	13
Section 1.10 Vehicles _____	13
<b>Tab 2 Conduct _____</b>	<b>15</b>
Section 2.1 Common Areas, Playgrounds and Basketball Court _____	15
Section 2.2 Sports Activities _____	16
Section 2.3 Weapons _____	16
Section 2.4 Complaints _____	16
Section 2.5 Grievance Procedure _____	16
Section 2.6 Curfew _____	17
Section 2.7 Drug-Free/Crime-Free Housing _____	18
Section 2.8 Noise Level _____	19
Section 2.9 Solicitation _____	19
Section 2.10 Yard Sales _____	19
<b>Tab 3 Maintenance _____</b>	<b>20</b>
Section 3.1 Service Request _____	20
Section 3.2 Emergencies Services _____	20
Section 3.3 Lock-outs _____	Error! Bookmark not defined.
Section 3.4 Routine Maintenance _____	21
Section 3.5 Annual Inspections _____	22

<b>Tab 4</b>	<b>Building</b>	<b>23</b>
Section 4.1	Light Bulbs	23
Section 4.2	Security Alarms or Cameras	23
Section 4.3	Antenna/Satellite Dish	23
Section 4.4	Cable TV	23
Section 4.5	Clotheslines And Drying Racks	23
Section 4.6	Combustibles	23
Section 4.7	Fireworks	24
Section 4.8	Plumbing Work	24
Section 4.9	Alterations	24
Section 4.10	Air Conditioner	24
<b>Tab 5</b>	<b>Grounds</b>	<b>25</b>
Section 5.1	Alterations To Yards	25
Section 5.2	Yard and Common Areas	26
Section 5.3	Illegal Dumping	27
Section 5.4	Trash Disposal	27
Section 5.5	Pools	27
Section 5.6	Outside Decorations	Error! Bookmark not defined.
Section 5.7	Outside Faucets	28
Section 5.8	Patios	29
Section 5.9	Fence Regulations	29
Section 5.10	Grounds Violation	30
<b>Tab 6</b>	<b>Animals</b>	<b>31</b>
Section 6.1	Animal Permit	31
Section 6.2	Registration Of Animal	31
Section 6.3	Animal Privileges	32
Section 6.4	Restrictions	32
Section 6.5	Service and Emotional Support Animals	32
<b>Tab 7</b>	<b>Move-Out</b>	<b>34</b>
Section 7.1	Rehabilitation	34
Section 7.2	Wall Surfaces and Painting	34
Section 7.3	General	35
Section 7.4	Kitchen	35
Section 7.5	Bathrooms	36
Section 7.6	Front & Back Yards	36
<b>Tab 8</b>	<b>Appendix</b>	<b>37</b>
Section 8.1	Bed Bug Policy	37

<b>Section 8.2</b>	<b>Gas Dryer Installation Specifications</b>	<b>38</b>
<b>Section 8.3</b>	<b>Recycling Program</b>	<b>39</b>
<b>Section 8.4</b>	<b>Clubhouse Rental Agreement</b>	<b>40</b>
<b>Section 8.5</b>	<b>Complaint Form</b>	<b>40</b>
<b>Section 8.6</b>	<b>Installation/Alteration Permit</b>	<b>42</b>
<b>Section 8.7</b>	<b>Satellite Dish or Cable Installation Requirements</b>	<b>43</b>
<b>Section 8.8</b>	<b>Animal Permit Forms</b>	<b>44</b>
<b>Section 8.9</b>	<b>Vehicle Registration Form</b>	<b>47</b>
<b>Section 8.10</b>	<b>Financial Agreement Plan</b>	<b>48</b>

## **Tab 1 Cooperative Member's Responsibilities**

Violations of the "Rules and Regulations" are violations of the Occupancy Agreement or the By-laws (See Appendix).

Members are responsible for themselves, members of their household, and any guests who violate these rules while on the property. Members are notified of rules violations by the on-site office, the managing agent, or the cooperative attorney. Violations could result in a grievance meeting with the board of directors and the cooperative attorney.

Members found in violation may be issued a right to cure the violation; or in the case of serious or repeated violations, the Occupancy Agreement could be terminated and a lawsuit filed for eviction.

### **Member Agrees To**

- A. Keep the unit clean. Stairways are to be clean and free of debris.
- B. Use all appliances, fixtures, and equipment in a safe manner and only for the purpose for which they were intended.
- C. Give prompt notice of any defects in the plumbing, fixtures, appliances, heating and cooling equipment, or any other part of the unit or related facilities.
- D. Remove garbage and other waste from the unit cleanly and safely (in trash bags or proper containers).
- E. Maintain all utilities other than the water, trash, and sewer services that are provided by the cooperative.

### **Member Agrees Not To**

- A. Destroy, deface, damage, or remove any part of the unit, common areas, or property grounds. Any needed repairs will be the members' responsibility.
- B. Use the unit for unlawful activities.
- C. Allow any household members, visitors, or guests to use the unit and to engage in drug use, trafficking and/or sales of drugs.
- D. Disturb, annoy, obstruct, or otherwise interfere with the duties of any employee or representative of the cooperative.



## Section 1.1 Housekeeping Standards

The housekeeping standards are intended to prevent situations that create a health or safety threat. The totality of the rules must be considered. A violation of the Occupancy Agreement occurs when noncompliance results in the creation or maintenance of a health or safety threat.

Inside the dwelling unit

### A. General

1. Walls should be clean, and free of dirt, grease, holes, cobwebs, and fingerprints.
2. Floors should be clean, clear, dry, and free of hazards. All stairways should be free of debris.
3. Ceilings should be clean and free of cobwebs.
4. Windows should be clean and must not be nailed shut. All windows must always have acceptable window coverings when the unit is occupied. Acceptable coverings include blinds, shades, vertical blinds, curtains, or drapes. Shades or blinds should be intact. NO sheets or blankets are allowed.
5. Woodwork should be clean, and free of dust, gouges, or scratches.
6. Doors should be clean, and free of grease and fingerprints. Locks must work. All doors must latch.
7. Trash/garbage should be disposed of properly in bags or appropriate containers in the dumpsters and not left in the unit.
8. The entire unit should be free of rodent and insect infestation.
9. Window openings should have no objects to obstruct the exit in case of emergency.
10. Closets should be neat and clean.
11. No highly flammable materials should be stored in the unit.
12. Heating, ventilation, or air-conditioning ducts in units should not be blocked or covered.
13. Ducts and bathroom exhaust should be free of dust.
14. Bedroom doors can have a passage or privacy lock (non-keyed lock) installed. The handle must be installed correctly with the lock on the inside to allow anyone inside the room to exit through the door.
15. All surfaces should be cleaned with the appropriate, nonabrasive cleaning product.

### B. Kitchen

1. The stove should be clean and free of food and grease.
2. The refrigerator should be clean. Doors should close properly.
3. Cabinets should be clean and neat. Cabinet surfaces and countertops should be free of grease and spilled food. Cabinets should not be overloaded.
4. The sink should be clean, and free of grease and garbage. Dirty dishes should be washed and put away in a timely manner.
5. Garbage disposal should be used for food waste only. Do not dispose of grease, rice, pasta, bones, eggshells, coffee grounds, corn cobs, banana peels, and stringy vegetables such as asparagus, lettuce, celery, coleslaw, and potatoes. Use cold water only.
6. Never pour grease down a drain. Grease should be poured into a container, sealed, and disposed of in the trash.
7. Both the exhaust fan and range hood should be free of grease and dust.
8. Food storage areas should be neat and clean without spilled food.
9. Trash/garbage should be stored in a proper container until removed to the disposal area.

### C. Bathroom

1. The toilet, tank, and sink should be clean and odor-free.
2. The tub and shower should be free of mildew and mold. Shower curtains should be adequate in length. The exhaust fan should be on when showering or bathing to prevent damage to ceiling texture from moisture.
3. No rubber appliqués are allowed to be placed in the bathtub. Use only removable mats.
4. Sink should be clean.
5. Exhaust fans should be free of dust.
6. The floor should be clean and dry.

### D. Utility Room and Basements

1. Basements are not sleeping quarters and should not be treated as such, following the City of Independence Municipal Code.
2. Personal property damaged by water or sewer is not the responsibility of the cooperative.
3. Nothing may be stored within 36 inches from floor to ceiling of the furnace, the water heater, the electrical panel, or the main sewer line.
4. Basements are to be free of clutter and safety hazards.
5. The laundry area should be clean and neat.
6. Remove lint from dryers after each use.
7. The dryer must be vented outside.

### E. Housekeeping Standards – Outside dwelling unit

1. Yards should be free of debris and trash.
2. Porches and patios should be clean and free of hazards.
3. Steps and sidewalks should be clean and free of hazards.
4. Storm doors should be clean and free of hazards.
5. All parking areas should be free of abandoned and inoperable vehicles.

### F. Recycling

1. Members may recycle at the on-site recycle bin.
2. Recyclables must be disposed of weekly. (See Appendix)

## **Section 1.2 Alterations/Installations**

Alterations and installations are permanently affixed additions or enhancements to a unit that were not originally provided with the unit.

An Installation/Alteration permit must be submitted and approved for all alterations and installations. An estimated cost for material and labor needs to be submitted with the permit.

Work outlined on the permit must be completed within 90 days. After that time, authorization expires, and the request must be resubmitted.

Members are responsible for the upkeep of their alterations including any damage to or the removal of an alteration that occurs during work performed in the unit by the maintenance staff or by a contractor.

- A. Members may upgrade to current Highleah standards with an approved Installation/Alteration permit and approved payment plan.

If a member wants a new interior door, the member may purchase a Highleah-approved

door. The member may install the door or a Highleah maintenance technician may install the door and the member billed the hourly rate for installation.

- B. Members are allowed to paint the walls in their unit. No texturing or splatter painting is allowed.

When painting, members must not splash or drip paint on the bronze windows or the patio door framing.

When the member moves out, the member is responsible for returning the walls to a Highleah-approved color at the member's expense unless the incoming member agrees to accept the walls as they are.

- C. Members are allowed to paint base trim along the floor and door trim with the Highleah-approved color. Painting with a color not approved for trim will not be accepted and the trim will be repainted at the member's expense.

- D. Members are allowed to use Highleah-approved paint to touch up doors, door casings, and cabinets in kitchens or full bathrooms.

Painting gas, water, or other utility lines or pipes is not allowed. If these are painted, they will be repainted, repaired, or removed at the member's expense.

- E. Windows are equipped with service locks and can be opened only by the maintenance staff with a special key. If a member wants to clean the windows, a service request must be submitted to have the service locks released and later reset.

- F. When installing mini-blinds, curtain rods, or coverings for patio doors, brackets must be secured to the sheetrock only. Holes cannot be drilled into the bronze windows or patio door framing.

- G. Window film cannot be applied to windows or patio doors. Doing so may damage the thermal barrier of the window and the member will be charged.

- H. Members are not allowed to change Highleah storm door or add a secondary patio door.

- I. Carpeting a unit is an alteration but an Installation/Alteration permit is not necessary. Wall-to-wall carpet will not be allowed in the bathrooms or kitchens.

- J. If an alteration is not approved, the member will be responsible for paying to correct the defective alteration.

### **Section 1.3 Carrying Charges**

- A. Carrying charges are due on the 1<sup>st</sup> of every month. You are assessed a late fee the first business day after the 10<sup>th</sup>. If the 10<sup>th</sup> falls on a weekend, you may still use the resident portal, or your payment must be in the drop box by 8 a.m. the first business day after the weekend. NO EXCEPTIONS. (\$35 RETURN CHECK CHARGE).

- B. Payments can be made using checks, money orders, cashier's checks, or the resident portal. Any payment made for carrying charges after the 10th of the month must be in the form of a cashier's check, money order, or through the resident portal. No personal checks will be accepted after the 10th of the month. Cash payments are not accepted at any time.

- C. Payments received in the office or on the resident portal are applied in the following order: attorney fees and court costs, service requests not on a payment plan, delinquent carrying charges, late fees, and then open carrying charges.
- D. Extensions and/or the waiving of late fees are available to members only **one time** in a **12-month period**.
- E. Once a default notice is sent, the member has 10 more days from the date of the notice to pay carrying charges. If carrying charges are not paid within 10 days, the member's account will be sent to the cooperative attorney. Attorney fees will be assessed.
- F. If a member requests an extension of carrying charges, the member must put the request in writing and submit it to the Highleah office no later than the 21<sup>st</sup> of the month.

The following information must be contained in the member's request:

1. Name and address of member making request
2. Date of request
3. Reasons for requesting the extension
4. Specific date you will be able to pay the amount due
5. Specifically ask for an extension or waiver of late fees

Only the board of directors or the cooperative attorney can approve payment plans for carrying charges.

- G. By written request, a member's carrying charges may be due when the members receive their monthly Social Security, Social Security Disability, or Supplemental Security income. A late fee will be assessed to the member's account if payment is not received within ten (10) days.
- H. The member is responsible for attorney fees and filing fees. The cooperative attorney can negotiate payment plans for members.
- I. If two checks have been returned within a calendar year, the member is placed on a one-year probationary period. During this time, only a money order or cashier's check will be accepted for any debts.

#### **Section 1.4 Charge Limit/Payment Method**

Members can charge up to \$500 on service requests or other service charges approved by the board of directors. Members who choose this option are required to sign a financial agreement for payment. (See Appendix)

When members charge a service request, they have twelve (12) months to pay for the service request. The service request must be paid in full within twelve (12) months at a monthly rate of 1/12 the total cost.

On the eleventh (11) month, members will receive a notice alerting them that the balance will be due in full the next month.

### **Section 1.5 Clubhouse Rental**

Failure to comply with the clubhouse rental agreement (See Appendix) could result in the member not being allowed to rent the clubhouse for one year. There is a \$50 fee.

### **Section 1.6 Deliveries**

Neither the office nor maintenance staff will accept delivery of merchandise or parcels for members.

### **Section 1.7 Keys**

The cooperative furnishes keys and deadbolt locks for townhouses at move-in. Members can change the mastered locks if an Installation/Alteration permit has been approved. They must provide a key and/or a digital code for the locks to the office. Maintenance will make extra keys available at a cost to the member. Members must bring the original key to the office.

### **Section 1.8 Recertification**

Recertification is required annually. Notice will be given 90 days before the due date requesting information on household composition, emergency contacts, vehicles, and animals.

### **Section 1.9 Visitors**

There is a 30-day limit for visitors. At the end of 30 days, the member is required to notify the site manager's office. A new household composition must be completed, and the visitor must comply with cooperative guidelines to qualify for occupancy.

Failure to comply will place the member in default. A criminal background report is required. There is a charge for this report.

### **Section 1.10 Vehicles**

1. One motor vehicle per licensed driver per household. This does not apply to motorcycles, motor scooters, mini-bikes, or trikes. In the case of a complaint or controversy, you may be asked to provide the office with a copy of every individual's driver's license.
2. Every unit has one numbered parking space assigned exclusively for the use of that unit. All other members' and guests' vehicles shall park in available guest or auxiliary spaces.

When the member's numbered spot is available, the member must park there.

3. Motorcycles, motor scooters, mini-bikes, and trikes will be parked parallel at the head of the numbered parking space so that a vehicle can be parked in the same space.
4. Parking in numbered spaces assigned to another unit may result in the vehicle being towed.
5. All vehicles including motorcycles, motor scooters, mini-bikes, and trikes owned by Highleah residents or their guests must be licensed properly in accordance with state law and be in operable condition.

Owners of vehicles in violation will be given 48 hours to rectify the violation before the vehicle is towed.

6. Campers, motorhomes, boats, recreational vehicles, and flat-bed trailers must be parked for no longer than **24 hours** in the member's numbered spot while they are loaded or unloaded. If a member's numbered spot cannot accommodate, members can use auxiliary parking.
7. All members and guests shall recognize and comply with universally accepted rules of the road and the 15-mile-per-hour speed limit while on the property.
8. Any vehicle parked in a non-designated area such as the grass, sidewalk, fire lane, driving lane, maintenance driveway, No Parking zone, or in front of a dumpster will be towed immediately. Parking in front of the maintenance/office/clubhouse building is prohibited. This parking is for maintenance, office, and clubhouse use only. Any vehicle parked there is subject to tow at the owner's expense.
9. Vehicles shall not extend over the sidewalk.
10. No major overhauls and/or repairs will be allowed on vehicles on Highleah premises. The only repairs permissible are those of a minor nature, such as changing tires or spark plugs.

No vehicle shall be left unattended while on jacks or jack stands. All repairs must be completed within 24 hours.

The work area must be returned to its normal condition. Scrap material, antifreeze, oil, and grease spills must be removed from the parking spot. If not, the member will be assessed a clean-up fee.

All oil and antifreeze must be disposed of properly. Do not put old or excess oil or antifreeze in the trash dumpster or down the sewers.

11. Any abandoned or unattended vehicle -- whether operable or inoperable -- may be towed 96 hours after a warning ticket is placed on the windshield of the vehicle or a door tag placed on the townhouse door of the members.
12. All towing is at the vehicle owner's expense.
13. Any member's vehicle used for employment (a company vehicle) must be parked in auxiliary parking only. A vehicle rated more than one ton must be approved by the board of directors and must be parked only in auxiliary parking. Company vehicles must be visibly marked with the company name.
14. Any operable vehicle parked in guest or auxiliary parking for more than seventy-two (72) hours will be given 48 hours to move their vehicle to another spot before being towed. Please notify the office if you plan to be gone for more than 72 hours.
15. Vehicles must be registered with the office within 30 days of purchase. (See Appendix)

## **Tab 2 Conduct**

Common area shall be that area of the cooperative not within the units nor the limited common area of each unit. The members of the cooperative shall have non-exclusive use of the common area subject to the rules and regulations of the cooperative.

The limited common area shall be defined as an area drawn from the exterior front and back walls of the unit out 16 feet, which such area includes but is not limited to the front and back stoop of each unit. The unit member shall have exclusive use of the limited common area for their respective unit subject to the rules and regulations of the cooperative.

### **Section 2.1 Common Areas, Playgrounds, and Basketball Court**

Common areas, playgrounds, and the basketball court are provided for members to use and enjoy.

Please play on the swings, slides, and other recreational equipment safely and appropriately. Any damage caused by members, residents, or guests to the equipment, or the play area will be repaired and costs charged to the member's account.

The cooperative is not responsible for the safety of anyone on the playgrounds or in the common areas.

All animals other than service animals are not allowed inside the playground area.

Throwing rocks, mulch, gravel, or dirt anywhere on the property is prohibited.

The following rules apply at the basketball court and to the playgrounds:

1. Members are responsible for their guests and their guest's actions.
2. A member must be present to play. There are no exceptions to this rule.
3. No foul or vulgar language or actions.
4. No alcoholic beverages or glass containers are allowed.
5. No loitering or playing from 10 p.m. to 6 a.m.
6. All trash and beverage containers must be picked up and removed after playing is completed.
7. Guests must park in auxiliary parking or as close as possible to the sponsoring member's residence. Members are responsible to ensure that their guests observe our Parking Rules and Regulations.
8. Any guest in violation of our Rules and Regulations will be asked to leave the property of Highleah and will not be permitted to return without permission from the board of directors of Highleah.
9. Do not sit or play on green electrical boxes.

## **Section 2.2 Sports Activities**

Bicycles, skateboards, or rollerblades cannot be ridden in between vehicles, on stairs or on grass. Using ramps or stairs for jumping or grinding is prohibited on cooperative property. Bicyclists on sidewalks must yield to people walking.

Tents may be set up for overnight usage in backyards. Overnight is defined as from the evening of one day until the morning of the next day. Any damage caused to the property from a tent will be the responsibility of the member to repair the damages. If maintenance repairs the damage, the member's account will be charged.

## **Section 2.3 Weapons**

The discharge of a BB gun, pellet gun, paintball gun, or firearm is prohibited on Highleah property. Arrows or projectiles fired or discharged by bows, crossbows, or slingshots are prohibited on Highleah property.

Projectile weapon means any bow, crossbow, pellet gun, BB gun, slingshot, paintball gun, or other weapon that is not a firearm that is capable of inflicting serious physical injury or death.

## **Section 2.4 Complaints**

All complaints concerning any violations of these rules must be in writing, signed and submitted or sent by email to the on-site office. (See Appendix)

The complaint process is as follows:

- A. After a complaint is received by the on-site office, a letter is sent to the member the complaint is about.
- B. If the complaint is not resolved, resubmit the complaint to the on-site office. A second letter will be sent by the property manager.
- C. If the problem persists, submit a third complaint to the on-site office. The cooperative attorney will send a third letter requesting compliance and/or scheduling a grievance meeting.
- D. If the member is found in default, the member is given a specific amount of time to correct the problem.
- E. If the member continues to break the rules, it could lead to termination of the Occupancy Agreement and eviction.

## **Section 2.5 Grievance Procedure**

Complaints to be acted upon and procedure to be followed:

- A. All complaints must be in writing, signed by the complaining member or by the office or maintenance staff and filed with the board of directors.
- B. The on-site office will send the first letter notifying the member of the complaint. The notice will include the reason the complaint was filed.
- C. If further complaints are received after the first notice, the managing agent will send a second letter notifying the member of the complaint and the default will be stated in the



notice.

D. If a third complaint is received, the Cooperative Attorney will notify the member that the member is in default of the Occupancy Agreement.

1. The notice shall state:

- a. That a grievance meeting has been set to determine the sufficiency of grounds for violation.
- b. The date, time, and place of such grievance meeting;
- c. The grounds for the grievance meeting and the specific section(s) of the Occupancy Agreement or rules and regulations violated.
- d. That the member may be represented by an attorney or other representative and may present witnesses and/or other relevant evidence;
- e. The member's failure to appear at the grievance meeting will constitute a waiver of the member's right to a grievance meeting on the issue(s) and that the grievance meeting will not be continued except at the discretion of the board of directors.
- f. If a member is found to be in default, the member will be charged attorney fees.

E. Grievance meeting conducted by the cooperative attorney:

1. The member may testify on the issues and may present witnesses and other relevant evidence.
2. The grievance meeting shall be informal and the legal rules of evidence shall not apply.
3. The cooperative attorney shall conduct the grievance meeting.
4. Unless good cause exists to the contrary, the board of directors shall decide the issues upon completion of the evidence. The decision shall be in writing and delivered to the member.
5. If the decision is in favor of the member, the complaint shall be closed and no further action taken on that complaint.

## **Section 2.6 Curfew**

No minor younger than eighteen (18) shall loiter, wander, stroll, or play in or upon the streets, walkways, parks, playgrounds, clubhouse, patio, or other property of Highleah between 10 p.m. and 6 a.m. The provisions of this rule shall not apply in the following instances:

- A. When a minor is accompanied by his or her parent, guardian, or other adult person having the lawful care and custody of the minor.
- B. When the minor is on an emergency errand directed by his or her parent or guardian or

other adult person having the lawful care and custody of said minor;

- C. When the minor is returning directly home from a school activity, entertainment, or recreational activity.
- D. When the minor is returning directly home from lawful employment.
- E. When the minor is attending or traveling directly to or from an activity involving the exercise of First Amendment rights of free speech, freedom of assembly, or free exercise of religion.
- F. It shall be the members' responsibility to inform guests of the rules and regulations. Any violation of the rules and regulations by a guest of a member shall cause the member to be in violation of said rule or regulation.

## **Section 2.7 Drug-Free/Crime-Free Housing**

Highleah has a zero-tolerance policy concerning illegal drugs or activity. A member will be considered in default under Article 14 of the Occupancy Agreement for any of the following:

- A. Drug-related criminal activity engaged in or on Highleah property by any member, a person of the household or guest, and any other person under the member's control.
- B. The determination was made by the cooperative based on a police or security report that a member, a person of the household, or a guest is illegally using a drug.
- C. Determination made by the cooperative that a pattern of illegal use of a drug interferes with the health, safety, or right to peaceful enjoyment of the premises by other residents.
- D. Criminal activity by a member, a person of the household, a guest or another person under the member's control that:
  - 1. threatens the health, safety, or right to peaceful enjoyment of the premises by other residents (including property management and staff); or
  - 2. threatens the health, safety, or right to peaceful enjoyment of their residences by persons residing in the immediate vicinity of the premises.
- E. If the member, a person of the household, or guest is fleeing to avoid prosecution or custody or confinement after conviction, for a crime or attempt to commit a crime, that is a felony or misdemeanor.
- F. If the member, a person of the household, or a guest is violating a condition of probation or parole under Federal or State law;
- G. Determination made by the cooperative that abuse or a pattern of abuse of alcohol threatens the health, safety, or right to peaceful enjoyment of the premises by other residents.
- H. If the cooperative determines that the member, a person of the household, a guest, or another person under the member's control has engaged in criminal activity or has been arrested or convicted for such activity.

## **Section 2.8 Noise Level**

An unacceptable noise level in a member's unit is noise louder than necessary to be heard in the room in which the noise is being produced.

## **Section 2.9 Solicitation**

Vending and soliciting are prohibited within the cooperative. If a vendor or solicitor is seen in the complex, call the police. This rule does not apply to the youth of our cooperative such as Boy Scouts, Girl Scouts, and school sales and pamphleteering by religious organizations.

## **Section 2.10 Yard Sales**

Members are allowed to participate in two (2) yard sales during a calendar year. The following rules shall apply:

- A. Signs must be removed from the property the morning after the sale is over.
- B. Multiple-day sales are limited to three (3) days.
- C. At the end of the sale, all items must be removed from the yard.

### **Tab 3 Maintenance**

The cooperative is responsible for the maintenance of the grounds and the building's exteriors. The cooperative also provides repairs and maintenance to the interiors of the townhouses.

Members may hire non-management maintenance workers to work on an alteration/installation after normal working hours. Highleah Townhouses, Inc. is not responsible for any agreement between a member and a maintenance worker working on an alteration/ installation. The maintenance department will not work on a member's alteration/installation once completed.

#### **Section 3.1 Service Request**

Members are responsible for calling in service requests for any item that needs to be repaired. Any damage or injury caused by a member's failure to call in a repair on a timely basis will be charged to the member.

Service requests include but are not limited to:

- water leaks
- excessive moisture
- mold or mildew growth that cannot be cleaned with common household products
- malfunction with the furnace, air-conditioning system, or water tank
- glass and screen repairs

#### **Section 3.2 Emergencies Services**

The after-hours emergency number to contact maintenance is (913) 894-3441 and is to be called for these conditions:

- A. Furnace not working in winter.
- B. Air conditioner not working, when it threatens the health of the member or the household or outside temperature exceeds 90 degrees F.
- C. Toilets in one-bedroom and two-bedroom units inoperable.
- D. Hot water tank inoperable.
- E. Electrical or plumbing problems that cannot wait until the next business day.
- F. Sewer backup.
- G. Lockouts (See section 3.3).
- H. Broken windows (not merely cracked), under severe weather conditions or extreme circumstances.
- I. Refrigerator stops working.
- J. Roof leaks and water damage.
- J. Oven not working. If you smell gas, call the gas company.

## **MAINTENANCE SHALL ENTER UNITS FOR ALL EMERGENCIES AT ANY TIME**

### **Section 3.3 Lockouts**

If a member of the household is locked out of the unit, the head of the household must authorize the maintenance department to unlock the door. There will be a charge for this service.

Any time a lock-out is reported after 5 p.m. on weekdays, weekends, or holidays, an additional charge will be assessed.

### **Section 3.4 Routine Maintenance**

The maintenance department is available for repairs for all members. Please call between 8 a.m. and 4:45 p.m. to request a maintenance call.

#### **A. Furnace Maintenance**

1. The furnaces are inspected annually at no charge. Filters are changed at this time.
2. Members may pick up filters monthly to install themselves during the year from the site manager's office at no charge.

#### **B. Smoke/Carbon Monoxide Detectors**

1. All townhouses will have working smoke/carbon monoxide detectors on the first and second floors with smoke detectors only in the basement. All detectors will be inspected annually.
2. Maintenance will replace any defective detector. Members shall not take any action to make the detector inoperable. Call maintenance if after hours.
3. If maintenance comes to your unit and discovers a disabled smoke/carbon monoxide detector, a maintenance charge will be assessed to your account for replacing or reinstalling the detector.

#### **C. Snow**

1. Priority for snow removal of two (2) inches or more is as follows:
  - (a) Street
  - (b) Sidewalks and steps
  - (c) Main walks
2. Members are responsible for clearing their assigned parking spots. Place all snow removed in grass areas.

#### **D. Extermination**

1. Pest control is contracted to a professional extermination company. The service which involves treatment for roaches, silverfish, spiders, bed bugs (See Appendix) and other pests is performed as needed.

2. Members must report any indication of pest infestation immediately to the on-site office.
3. Should a member fail to follow the instructions for eliminating the pest or should the member have repeated infestation in the unit, the member's account may be charged for the treatment.
4. A member's failure to report suspected infestation and/or failure to comply with the necessary procedures for eliminating the pest will result in a violation of the Occupancy Agreement and possible termination of occupancy.

E. Bed Bugs (See Appendix)

1. Property-wide inspections will be conducted.
2. Members may call the on-site office for bed bug monitors.
3. Members must report any indication of a bed bug infestation immediately to the on-site office. An inspection of your unit will be scheduled with an outside pest management company as soon as possible. Adjacent units also may be inspected.
4. Members must cooperate fully with inspectors, management and pest control professionals during the entire process.
5. If bed bugs are found, a treatment plan will be recommended by the pest control company and will be followed.
6. Pre-inspection of the unit will be completed to ensure that the unit is properly prepared.
7. The unit will be monitored for bed bugs after treatment has been completed.

### **Section 3.5 Annual Inspections**

An occasional inspection of each townhouse is required. Members will be mailed, or door tagged a notice before the inspection date.

## **Tab 4 Building**

### **Section 4.1 Light Bulbs**

Light bulbs are provided for front and back porch light fixtures to encourage members to leave these lights on at night for security purposes.

### **Section 4.2 Security Alarms or Cameras**

Security alarms or cameras are considered an alteration. Members are required to submit an Installation/Alteration permit before an alarm system is installed. There can be no cameras mounted outside of a unit.

Members are allowed to install a Wi-Fi enabled video-type doorbell with a camera and intercom after an Installation/Alteration permit is submitted and approved.

For maintenance to handle service requests during business hours, members must disarm the alarm system until work is completed or submit the alarm code to the office.

The office needs to have your alarm code to allow maintenance to enter the unit in the event of an emergency. If the office does not have an alarm code for emergencies, any charges from the alarm company or the city are the responsibility of the member.

### **Section 4.3 Antenna/Satellite Dish**

Antennas are not allowed outside of the unit. Citizen Band antennas aren't allowed on the premises. The maintenance department will remove any antenna and bill the member for the expense. Satellite dishes are allowed with guidelines and a permit. (See Appendix)

### **Section 4.4 Cable TV**

Cable TV services are permitted if the specifications of the cooperative are followed. Every unit is provided with one cable outlet in the living room. Any additional cable outlet(s) in the living room or any other areas will require an Installation/Alteration permit and approval. These additional cable outlets will be at the member's expense. (See Appendix)

### **Section 4.5 Clotheslines and Drying Racks**

Umbrella clotheslines and portable drying racks are the only types of clotheslines permitted at Highleah. Members will not be allowed to dry clothing on the fence lines. Clotheslines and drying racks must be brought inside when not in use.

### **Section 4.6 Combustibles**

Kerosene heaters, wood stoves, gasoline, or gasoline engines of any kind are not allowed inside or outside townhouses. Combustibles are not to be kept near the furnace or water heater.

Only Underwriters Laboratories (U.L.) - approved electric heaters with a safety shut-off will be

allowed as an added heating method.

#### **Section 4.7 Fireworks**

Fireworks are permitted on Highleah property in compliance with the City of Independence ordinance. Any damage caused by fireworks that a member is using will be the member's responsibility.

#### **Section 4.8 Plumbing Work**

A licensed plumber must install gas lines for new and existing appliances. An Installation/Alteration permit must be submitted and approved for new installations. (See Appendix)

#### **Section 4.9 Alterations**

- A. Alterations and installations are permanently affixed additions or enhancements to a unit that were not originally provided with the unit.
- B. Alterations or physical changes to the exterior or interior of a townhouse must be pre-approved. An Installation/Alteration Permit must be completed, submitted, and approved before any work begins. (See Appendix)

Any installation in the mortar must have an Installation/Alteration permit.

- C. Upon completion of alterations, the work must be inspected by the maintenance superintendent. Permits not completed within 90 days from approval must be re-submitted for approval.
- D. The board of directors may revoke any approved Installation/alteration permit if the alteration falls into disrepair or creates a nuisance, danger, or hazard. Costs to repair or to restore the change or alteration to the original condition will be charged to the member.
- E. Should a member disagree with the rejection of listed alterations, the member may petition the board of directors in writing. The board of directors will consider the request and advise the member of the decision.

#### **Section 4.10 Air Conditioner**

All units at Highleah have central air conditioning maintained by the property. Please keep the area 18 inches around AC units free of debris, bicycles, and toys for proper ventilation.

No member will be allowed to install window unit air conditioners or to install permanent window fans.



## Tab 5 Grounds

### Section 5.1 Alterations to Yards

- A. Members are allowed to have flower/vegetable beds in the front, side, and back of their units.
- B. Flower beds in the front yards shall be planted next to the building. They shall not extend beyond the bottom step of the front porch.
- C. Flower beds in backyards shall be planted next to the building and should not extend any further than five feet from the foundation.
- D. Flower beds on the side of the building will extend no more than three (3) feet out from the foundation.
- E. All beds will be sloped away from the building to allow for drainage.
- F. If a member has an approved patio in the backyard, the flower bed or vegetable gardens cannot extend more than two (2) feet from around the patio and not extend beyond the width of your unit.
- G. Fencing around flower or garden beds should not be more than twelve (12) inches high.
- H. No clinging vines or flowers on any building or fence.
- I. Any type of edging must allow for drainage and may not be more than six inches high. Ornamental grasses cannot exceed twenty-four (24) inches in height.
- J. All gardens and flower beds must be kept weed-free and maintained by the member. This includes all potted plants that may be outside.
- K. Plants and flowers may be planted no further out than two feet from the base of a tree.
- L. A trellis is allowed only within a garden area and may not be attached to the unit. Trellises are to be no taller than four (4) feet in the front yard and six (6) feet in the back yard and shall not hinder egress from any window.
- M. Yard ornaments and flowerpots are confined to flower beds.
- N. Outdoor deck storage boxes can be placed only on patios and can be no wider than 60 inches, no higher than 36 inches, and no deeper than 25 inches. The storage boxes must be no closer than two feet to the air conditioning condenser unit.
- O. If members want to have a bush planted in front of their unit, the maintenance department will plant the bush purchased by the member and may trim it as necessary. The member is responsible for watering the bush.  
  
Bushes appropriate for Highleah grounds are forsythia, yews, variegated euonymus, burning bush, lilac bush, and dwarf boxwood.
- P. Window wells are not to be used for storage.

- Q. Members must maintain a two-foot clearance around the outside air conditioner unit.

## Section 5.2 Yard and Common Areas

Common area shall be that area of the cooperative not within the units nor the limited common area of each unit. The members of the cooperative shall have non-exclusive use of the common area subject to the rules and regulations of the cooperative.

Limited common area shall be defined as an area drawn from the exterior front and back walls of the unit out 16 feet, which such area includes but is not limited to the front and back stoop of each unit. The unit member shall have exclusive use of the limited common area for their respective unit subject to the rules and regulations of the cooperative.

- A. Trampolines are not allowed.
- B. Members are not allowed to have any type of structure, including playground equipment outside their unit except:
- Barbecue grills, which cannot be used on the balcony
  - Outdoor toys
  - Garden hoses

These items are allowed but must be stored in the backyards overnight or when not in use. If stored overnight or set up for use in the backyard, they must be within the area size of a patio authorized for your unit. These items cannot be in the common area. Overnight is defined as from the evening of one day until the morning of the next day.

- C. Lawn furniture appropriate to the space is allowed in front of the unit as long as the furniture and the ground around it are maintained by the member.
- D. Freestanding awnings and canopies are allowed in backyards only.
- E. Political signs may be displayed within three (3) feet of the unit. The sign must be removed within twenty-four (24) hours following the election. Signs should be no larger than 18x24 inches in size.
- F. All trees and bushes in common areas are the property of the cooperative. Members may not remove a bush or tree from the property without permission. Climbing on or in trees is not allowed on the property.
- G. Should maintenance have to remove or repair any item(s) in violation of the Rules and Regulations, the member will be charged the hourly rate to resolve the problem. Members will not be compensated for the value of the item(s) removed or repaired.
- H. Rocks belong on the ground and are to be left there. Picking rocks up, moving, or throwing them anywhere on the property is prohibited.
- I. It is prohibited for any person within the boundary of Highleah to hunt, shoot, trap, dispose of, harm, or kill any animal, reptile, or bird. The cooperative may on occasion hire the services of professionals to remove certain wildlife that are causing damage to the property.

### **Section 5.3    Illegal Dumping**

The trash dumpsters on the property are for refuse produced on the property. The dumpsters are for the use of Highleah members only.

### **Section 5.4    Trash Disposal**

Trash must be disposed of properly in a tied plastic trash bag. Do not leave trash outside the receptacle. Trash pick-up is provided three times a week. Once trash bags or items have been placed in the dumpster, they should not be removed.

No scrapping is allowed on Highleah property. This includes but is not limited to metal or wiring.

Hazardous materials such as tires, batteries, Freon, paint, paint thinner, and oil should not be placed in the dumpsters. Members must arrange for legal disposal or recycling of such items.

Members are not to discard appliances, metal furniture, or yard waste in the dumpster. Christmas trees are considered yard waste and should be taken to a recycling center. Large items can be cut up and placed in the dumpster. Members can contact the Household Hazardous Waste Environmental Campus, 4707 Deramus Avenue, Kansas City, MO 64120 for more information.

Mattresses, couches, and other large bulky items are to be disposed of in the large dumpster in the storage lot. No washing machines, dryers, stoves, or refrigerators are allowed. Members can check out a key from the office for weekend use of the large dumpster.

### **Section 5.5    Pools**

Plastic or inflatable wading pools no larger than six (6) feet in diameter or no more than 12 inches in depth are allowed. Wading pools can be set up only in the backyard. Pools are not to be left unattended. Pools must be emptied daily, stored in the back of your unit, and not allowed to collect water.

Water slides of any kind, such as Slip-N-Slides, are not allowed.

Any damage caused to the property from a pool will be the responsibility of the member to repair. Maintenance may repair the damage at the member's expense.

### **Section 5.6    Outside Decorations**

- A. Chimineas can be used only for decoration. No fire pits of any kind are allowed. A small amount of wood for grills and smokers is permitted and must be stored under the grill/smoker. No wood is to be stored against the building due to pest issues.

## B. Outside Holiday Light Specifications

1. Only small bulbs, exterior, fused, UL-approved holiday lights may be installed.
2. Members are allowed to install holiday lights only on the gutters with plastic or metal guttering hooks. Lights cannot be attached anywhere on the building.
3. Members are allowed to decorate bushes in front of their unit and to place holiday outdoor ornaments on the ground in front of their unit.
4. Outside lights must have no more than three 100-bulb strings attached and were plugged together, they must be taped with electrical tape to keep out moisture.
5. Holiday lights must be plugged into an outdoor ground fault circuit interrupter outlet (GFCI). Members are able to have a permanent GFCI receptacle installed on the outside of their unit by completing an Installation/Alteration permit.
6. If no permanent outdoor GFCI outlet is available, members are able to use basement windows only to run a portable GFCI extension cord to the lights or decorations.
7. Outdoor grounded extension cords may be used but cannot cause a trip hazard. where plugged together, they must be taped with electrical tape to keep out moisture.
8. Holiday lights and yard decorations can be installed 30 days before a holiday and must be removed within two weeks after the holiday.
9. Members are prohibited from climbing onto roofs.
10. Members cannot use front or back outside light fixtures for power sources.
11. Holiday lights and ornaments that are being installed on the inside of the windows can be installed on the glass only. Installation with suction cup light clips or suction cup type hangers can be used. Members do not have to use a GFCI outlet on the inside lights or ornaments, but there should be an inline fuse.
12. Handrails and doors can be decorated with lights as long as they do not cause a trip hazard.

## C. Outside Door Decorations

13. Only over-the-door wreath hangers, suction-cup hooks or removable adhesive-mounted clips such as 3M Command Strips may be used to hang wreaths or other outside decorations.
14. Care must be taken not to damage the door.

- D. Members are allowed to install holiday lights and ornaments on fencing that is installed around the member's patio.

## Section 5.7 Outside Faucets

Outside water faucets must be shared by members on either side (front and back). If you refuse to allow your neighbor proper use of a faucet, the member can request that maintenance go into

your unit and turn on the faucet. This will result in a charge to your account.

Water is provided for filling wading pools, washing cars, and watering grass, shrubs, and flowers. Members may run a sprinkler for children to play while supervised.

If water is allowed to run unattended or into the street, the member may be charged.

### **Section 5.8 Patios**

Patios are allowed only in backyards. Members must complete an Installation/Alteration permit before installation.

- B. Patios must not be attached to the townhouse or obstruct utility meters or wiring.
- C. Patios must be constructed of four (4) inch concrete with steel reinforcing wire or rod. Dimensions cannot exceed the actual width of the individual unit in length and cannot exceed fourteen feet (14) out from the foundation of the structure, but in no event can a patio be less than thirty (30) inches from the existing sidewalks or trees.
- D. Patios on a non-walk-out unit must start at the ground level.
- E. With the installation of the patio, Highleah forbids any alterations to the window wells or steps. The height of the riser cannot be altered in any manner.
- F. Patio blocks may be used for decorations only. When placed for decorations they must be two (2) feet from the foundation.
- G. Dyeing and stamping are permitted if requested with an Installation/Alteration permit.
- H. If emergency repairs by utility companies or, maintenance staff are required, the member is responsible for any cost in the removal or replacement of the patio.
- I. Patios must be sloped away from the townhouse to allow drainage. No brick, stone, or patio blocks may be used for a patio.
- J. Members acknowledge and agree that upon the sale of membership, either the buyer will assume responsibility for the patio, or the member will restore it to the original condition or pay for the cost.
- K. Painting your patio is permitted using cement-formulated light gray cement-colored paint. Member must submit an Installation/Alteration permit before installation. Must have maintenance supervisor's approval of paint color.

### **Section 5.9 Fence Regulations**

Fences are allowed in backyards around patios. The fence can be no higher than thirty-six (36) inches and must be anchored to the top of the patio.

Specifications as follows:

1. Member must submit an Installation/Alteration permit before installation.
2. Members with patios can have a fence.
3. Fences can be made of redwood, cedar, CCA-treated wood, black wrought iron, wood tone, or white vinyl fencing.
4. No painting of wooden fences is allowed.
5. Wood fence must have a minimum of two (2) inside rails.
6. Fences must have a thirty-six (36) inch opening, with or without gate. Gates on fences must not be locked.
7. Fences must be maintained, or maintenance will remove the fence at the member's expense.
8. Maintenance is to inspect the fence after installation.
9. The fence will be considered an alteration.
10. Fence posts cannot exceed forty-five (45) inches in height.

#### **Section 5.10 Grounds Violation**

Front and back yards must be kept clean and free of cigarette or tobacco litter, clutter, debris, overgrown flowers, and trash. Backyards are limited to lawn furniture, barbecue grills, outdoor toys, and garden hoses. Toys are to be kept inside the unit when not in use. Members must move these items next to the unit to accommodate lawnmowers. Keep the area around air conditioners free of all items.

Members who violate yard-keeping standards will be notified of the violation and given time to comply. If a member fails to comply with a written notice of a ground's violation, maintenance then may remove or trim any plants, bushes, flowers, grasses, or vegetation that do not comply with the regulations or those that may cause a safety hazard. Members will be charged the hourly rate of the maintenance personnel for work or materials used.

There are 2 large dumpsters in the storage lot. One is for large trash items and the other is for yard waste. You may obtain a key from the office for that use. Large items and yard waste by our small dumpsters cost you the member through your carrying charges.

Three separate violations of ground rules within 12 months will result in a grievance meeting.

## **Tab 6 Animals**

Any member accepting the duties of animal ownership by registering an animal will be required to abide by all Highleah Townhouses, Inc.'s animal rules and regulations and the Independence, Mo., Chapter 3 Animals and Fowl of the Independence Municipal Code.

These regulations are specifically directed at eliminating nuisances caused by poorly controlled dogs and cats but apply to all animals maintained on the property.

### **Section 6.1 Animal Permit**

All members must file a statement of whether or not the member has an animal on the premises at the time of move-in and every year at the time of recertification or within 10 days of acquisition of the animal. (See Appendix)

- Control: An animal shall be deemed to be under the control of a responsible person when that person can observe and take effective corrective action to prevent nuisance or harm to people, animals, or property.
- Owner: Shall mean any person residing in the community who keeps or harbors an animal.
- Animal: Any non-human creature maintained in the community.

### **Section 6.2 Registration of Animal**

All animals kept on the premises must be registered with the on-site office within 10 days after move-in or acquisition of the animal.

The following forms are required to complete the registration.

- A. Animal registration form
- B. Signed Animal Rules and Regulations form
- C. Proof of current vaccinations per the City of Independence animal ordinances
- D. Current weight of the animal
- E. Current photo of the animal
- F. Written proof of spaying or neutering
- G. A one-time, \$60 non-refundable fee per individual animal
- H. If a second dog or cat is acquired, another nonrefundable fee will be required. Dogs must have their DNA registration kit completed in the complex office

### **Section 6.3 Animal Privileges**

Animal owners may have two (2) dogs or two (2) cats or one (1) dog and one (1) cat per household. Any of the following also are allowed:

- a) One (1) aquarium up to 50 gallons for fish. Members will be responsible for any water damage to the unit from the aquarium.
- b) One (1) appropriate habitat for a lizard
- c) Two (2) birds in cages kept indoors.
- d) Two (2) hamsters, guinea pigs or gerbils kept indoors.

### **Section 6.4 Restrictions**

- A. No animal for breeding purposes shall be kept on Highleah Townhouses, Inc.'s property.
- B. All cats and dogs will be vaccinated annually or as recommended by a veterinarian per the rules of Highleah and the ordinances of the City of Independence. Verification must be submitted to the on-site office within 10 days.
- C. Non-registered animals are not allowed.
- D. Animals will not be allowed to make unreasonable noise.
- E. No animal, cat, or dog is allowed to run loose on the cooperative grounds at any time. All animals, cats, and dogs must be on a lead and under the control of a responsible person when on cooperative grounds.
- F. All animal feces must be cleaned up immediately anywhere at all times when the animal is outside the unit on the cooperative grounds. Animal waste must be placed in a plastic bag and disposed of in a proper trash receptacle.
- G. Any dog feces reported on the property will be tested for a DNA match. All samples must be collected by the Highleah representative.
- H. The clean-up fee the first time will be \$125; for the second time, \$150; and for the third time, and for all further violations, \$200 with a loss of animal privileges of the offending animal.

Three (3) dog waste violations will be allowed in 24 months. If a household has two dogs, each dog will be allowed three violations of the animal waste rule.

If multiple samples are taken on the same day from the same dog, the owner will be cited for one violation and required to pay for every test taken on that day.

- I. Tie-outs used to restrain animals outside units cannot exceed six (6) feet in length. Animals are not allowed to be tied or attached in any way to trees. Tie-outs must not cause any type of trip or mowing hazard, allow the animal to cross a sidewalk, or obstruct common and limited common areas.

Owners must clean up immediately the areas where animals have been restrained.



- J. No restrained animal is to be left unattended after 10 p.m. or before 7 a.m. Animals cannot be left outside longer than two (2) hours at any time.
- K. Any animal that attacks or bites a person or another animal may be removed from the premises by an animal control officer, licensed veterinarian, or health or police officer per the Independence City Code.
- L. Animal owners are responsible for damage to the cooperative grounds and structures including the inside and outside of their units. The member will be charged for repairs including materials and labor per the Occupancy Agreement.
- M. All animal complaints must be in writing, signed by a member or employee, and given to the on-site office. The board responds only to written complaints signed by a member or employee.
- N. With the exception of animal waste violations, members receiving notice on three (3) separate occasions of a violation of any of these rules within a 12-month period will be in jeopardy of losing their animal privileges. The member will be called before the board of directors for a grievance meeting to discuss the violation.
- O. DO NO FEED STRAYS

Members who have their animal privileges revoked must wait two (2) years from the date of revocation before applying to have the privileges reinstated by the board of directors. If a member's animal privileges are revoked a second time, the privileges will remain revoked indefinitely.

### **Section 6.5 Service & Emotional Support Animals**

Service and Emotional Animals are permitted with appropriate forms completed. (See Appendix)

## **Tab 7 Move-Out**

### **Section 7.1 Rehabilitation**

When a member decides to move out, there will be a preliminary inspection. At this inspection, the maintenance supervisor and the members go through the townhouse and list what needs to be done to restore the unit to a condition acceptable to the cooperative. When the member vacates the townhouse, a final inspection is done. At the final inspection, the maintenance supervisor lists items that still need to be completed.

To leave your townhouse in acceptable condition per your Occupancy Agreement, the following items must be done before your final move-out inspection. Any part of these rehab requirements found unacceptable upon final move-out inspection will be corrected by Highleah and billed to the outgoing member on the final statement.

The following repair items must be done either by the cooperative or by a contractor chosen by the cooperative. The cooperative will charge the member who is moving out the exact cost the contractor charged the cooperative for material and services. A copy of the contractor's invoice will be in the final statement paperwork to the outgoing member.

- Doors and woodwork (replacement)
- Floors, refinishing or repairs of hardwood, replacement or repair of vinyl flooring
- Refinishing of cabinets
- Kitchen countertops
- Bathroom fixtures
- Ceiling repair and painting
- Electrical and gas line repair must be done by a licensed electrician and/or plumber
- Structural
- Vent covers

The date indicated by the member on the Notice of Intent to Vacate shall be the final inspection date. If a member calls about changing the date to vacate, the office needs to update the member's intent to vacate form.

If a member fails to pay carrying charges for the 90 days after vacating the unit, the account will be referred to the attorney for collection of carrying charges and possession of the unit.

### **Section 7.2 Wall Surfaces and Painting**

- A. Highleah-approved wall paint can be purchased at the office in five-gallon containers. It is strongly suggested that if you do your painting, you completely paint the walls in the smallest bedroom in your unit. Then contact the office to have maintenance examine your painting to make sure it will meet the painting standards.
- B. All walls must be free of holes, indentations, cracks, or any foreign objects. All holes, cracks, and indentations must be filled with drywall mud and sanded smooth before painting. Any stains on walls and closet shelves must be sprayed with stain killer and painted with no bleed-through to be acceptable on inspection. Drapery, blinds, and rods or brackets must be in good condition, cleaned, listed, and sold as an alteration.

If window treatments are not acceptable, remove all brackets, fill holes, and sand smooth before painting.

- C. All walls, closets, and shelves must be freshly and evenly painted. The walls will need to be painted with Highleah-approved standard paint. Closets and shelves shall be painted. Where there is wallpaper or paneling, it must be in good condition, listed, and sold as an alteration. Walls painted with any color, gloss or semi-gloss must meet the same standards and must be accepted by incoming members on a signed alteration sheet but cannot be sold. Painting is not acceptable if it is thin, streaked, bleeding through or has shadows.
- D. All walls and ceilings in nicotine units are required to be cleaned with trisodium phosphate, TSP, and primed with oil-based Kilz prior to being painted.
- E. All doors, base, and case trim must be free of paint.
- F. Any repairs to the wall surface, including painting, must meet Highleah standards or they will be corrected at the outgoing member's expense.

### **Section 7.3    General**

- A. Clean all outlets and switch plate covers. All switches, outlets, and covers have to be the same color. If you have your covers, they must be in good shape, listed, and sold as an alteration. Any painted, cracked, or missing outlets, switches, or covers will be replaced and billed to the outgoing member.
- B. Clean all globes, ceiling fans, and fixtures. Clean window blinds and curtains.
- C. All interior light sockets must have white bulbs of no more than 60 watts or the equivalent of installed and working. Bulbs will be replaced at the expense of the outgoing member.
- D. Clean all doors surfaces and hardware.
- E. Hardwood floors are to be cleaned. If there are any scratches, burns, stains, or damage, only Highleah can have the floors sanded or the wood replaced. Your account will be charged for this service unless damage is noted on your move-in sheet.
- F. Carpeting must be shampooed, or steam cleaned. Highleah will remove the carpet if it is stained, ripped, has a worn-out pad, or lacks tack strips. Vinyl flooring will be replaced if it is stained, gouged, ripped, worn out, or otherwise damaged in any way at the expense of the outgoing member. Your account will be charged for this service unless damage is noted on your move-in sheet.
- G. All windows (inside and out), tracks, metal frames, sills, and storm doors must be cleaned and free of paint and dirt.
- H. All surfaces should be cleaned with the appropriate, nonabrasive cleaning product.

### **Section 7.4    Kitchen**

- A. Remove all shelf paper and liners from cabinets, drawers, and lazy Susan. Clean inside

and outside of cabinets, drawers, and lazy Susan.

- B. Clean countertop and backsplash. Remove all stains.
- C. Clean refrigerator inside and outside. Do not turn the refrigerator off or leave it unplugged. Turn to the lowest setting and close the door.
- D. Clean stove inside and outside.
- E. Clean the sink and remove all stains, rust, and grease. Thoroughly clean faucets and chrome. Be certain to clean the garbage disposal and area under the sink.
- F. Countertops with burns, stains, gouges, or water damage will be replaced at the expense of the outgoing member.

### **Section 7.5 Bathrooms**

- A. Clean bathtub. There can be no stains, chips, holes, soap film, or mildew on the tub or surrounding walls. Remove all shower curtains and hooks unless sold as an alteration.
- B. Thoroughly clean faucets, towel bars, paper holders, brackets, and all chrome. All items must be paint-free.
- C. Toilets must be cleaned.

### **Section 7.6 Front & Back Yards**

- A. Trim all plants away from the building and fence. Remove all dead plants, weeds, or grass from flower beds. All flower beds and borders must be in good condition, listed as an alteration, or they will be removed.
- B. Animal damage in backyards must be filled with topsoil and leveled to grade and seeded.
- C. An approved patio with or without a fence must be in good condition listed and sold as alteration.
- D. Only outdoor items listed and sold as alterations may be left in the yard.
- E. The entire yard needs to be free of any animal waste.

# Tab 8 Appendix

## Section 8.1 Bed Bug Policy

### Member Responsibilities

- Report any suspicion of the presence of bed bugs immediately to the on-site office.
- Devices designed to detect bed bugs are available free at the office to members. The detectors are designed to be placed under mattresses and other bed bug spots. The bugs are trapped in adhesive and are easily detected through a clear window.
- Fully cooperate with inspectors, management, and pest management professionals during the entire process of eliminating the pests.
- Continue to help the cooperative by monitoring your unit for bed bugs after treatment has been made.

### Cooperative Responsibilities

- We will take your bed bug problem seriously and will schedule a qualified inspection as soon as possible.
- We will schedule inspections for adjacent units to assess the extent of the infestation and will treat all units found to be affected by the infestation.
- We will pre-inspect the day before treatment is scheduled to make sure your unit is properly prepared. We will let you know if anything is not ready.
- We will assist the pest management professionals in gaining proper access to all areas to be treated.
- We will make any structural repairs recommended by the pest management professional necessary to eliminate bed bug hiding places. We will caulk and seal any cracks and crevices in the unit.
- We will schedule follow-up treatments for your unit as necessary and recommended by the pest management professional.
- We will commit to using the most effective treatment recommended for the infestation. In most cases, heat treatment when available will be used.

Treatment will be provided at no cost to the member as long as full cooperation is given. However, should a member fail to cooperate or to follow the instructions for eliminating the pest or should the member have repeated infestation issues in the unit, the member may be subject to charges for the treatment.

A member's failure to report suspected infestation and/or failure to comply with the necessary procedures for eliminating the pest will result in a violation of the Occupancy Agreement and possible termination of occupancy.

## **Section 8.2 Gas Dryer Installation Specifications**

Dryer gas lines can be extended only from the T connection before the shut-off valve on the range hook-up. Black pipes are required for gas lines and fittings. For a gas line, one-half or three-quarter inch black pipe must be used. Galvanized is not acceptable and if found, will be removed at the member's expense.

An extension gas line must have an AGA-approved shut-off valve placed in the gas line at the three-quarter inch T so it will shut off the gas only to the dryer and not to the gas range.

For one-half inch black pipe, install a three-quarter by half-inch reducer fitting at the three-quarter inch T. Then install a half-inch AGA-approved shut-off valve and piping.

Do not hook the black pipe directly to the dryer. Instead, install the black pipe within 60 inches of the dryer. Hook the black pipe to the dryer with an AGA-approved flexible gas line no longer than 60 inches. Do not hook the flexible gas line directly to the black pipe because it will not seal. Use a compression fitting.

All pipe connections must be sealed with a pipe thread compound suitable for natural gas and checked for leaks.

## Section 8.3 Recycling Program



### Recycling Guidelines:

#### Acceptable Recyclables are as Follows:

- Corrugated Cardboard- NO Cardboard with Wax Surface
- Fiberboard- i.e., Cracker boxes, Cereal boxes, Soda Case boxes, etc.
- Paper- i.e., Junk mail, Phone Books, Magazines, Newspapers, all paper types. •
- Tin & Aluminum Cans- Rinsed out and removed labels from Cans.



**\*\*We accept Plastics #1 thru Plastics #7\*\***

**\*\*\*Please rinse any & all items that have had anything in them, take labels off plastic bottles & throw all plastic caps away. \*\*\***

---

#### ***Non-acceptable items are as follows:***

- ABSOLUTELY NO GLASS
- ABSOLUTELY NO STYROFOAM
- Plastic Grocery Bags
- Anything that has had food on it that may be dirty- i.e., Disposable Plates, take-out containers including Pizza boxes, Chinese food containers, etc.
- Medical & Personal hygiene items- i.e., Prescription bottles, syringes, diapers
- Hazardous Substance Containers-
- Building Materials- i.e., PVC pipe, light fixtures, vinyl siding, etc.
- Electronic Media- i.e., Stretch wrap, cellophane, six-pack rings, bubble wrap, shower curtains, drop cloths, etc.
- Toys and/or Outdoor Play Sets
- Plastic Planting Pots

**\*\*All Recyclables must be placed inside the container. DO NOT BAG THEM. \*\***

## Section 8.4 Clubhouse Rental Agreement

I agree to comply with the following regulations of the cooperative for the use of the clubhouse. The failure to comply with the clubhouse rental agreement could result in the members not being allowed to rent the Clubhouse for one year.

1. Members reserving the clubhouse must be in good standing and in the clubhouse at all times while it is rented.
2. The clubhouse must be thoroughly cleaned after use. Cleaning includes vacuuming, mopping, emptying trash containers, wiping off tables and securing all locks.

If the clubhouse is not left in an acceptable condition, the members will be charged accordingly for clean-up or damages.

3. Members and guests must be out of the clubhouse by 1 a.m. with the facility cleaned and prepared for re-use. Members are responsible for all actions of their guests while on Highleah property.
4. Keys should be returned by the next working day or placed in the drop box. Loss of or failure to return the clubhouse key will result in a charge to the member's account for lock and key replacement.
5. Any overnights must be approved by the board of directors before the day of the overnight. Overnight is defined as from the evening of one day until the morning of the next day. The clubhouse must be cleaned and all occupants out by 7 a.m.
6. Members must use tape or tacky adhesive such as Sticky Tack when affixing decorations to the ceiling or walls. All adhesives must be removed from the ceiling or walls at the end of the rental. If the ceiling, or walls are, it is the members' responsibility to pay for the repair of the damage.
7. Smoking or vaping is prohibited in the clubhouse.
8. If the patio is used, it must be cleaned as thoroughly as the clubhouse.
9. Lights must be turned off when leaving or a fee may be added.

By signing this agreement, I acknowledge that the fee of \$50 to use the clubhouse is nonrefundable and due now.

I agree to pay for any damage caused by my use of the clubhouse.

I also agree that I will pick up the keys before noon on Thursday before a weekend rental.

**Member signature:** \_\_\_\_\_

**Date:** \_\_\_\_\_ **Address:** \_\_\_\_\_

**Phone:** \_\_\_\_\_ **Date of rental:** \_\_\_\_\_

***For office use:***

**Keys picked up on** \_\_\_\_\_ **yellow blue green red Returned** \_\_\_\_\_

**Section 8.5 Complaint Form**



COMPLAINT FORM

Your Name \_\_\_\_\_

Your Address \_\_\_\_\_

Your Phone Number \_\_\_\_\_

Complaint Against:

Name \_\_\_\_\_

Address \_\_\_\_\_

Nature of Complaint \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Date of Offense \_\_\_\_\_ Frequency of Offense \_\_\_\_\_

What have you done to attempt to solve the problem?

Talked to the neighbor	Yes _____	No _____
Contacted Co-op office	Yes _____	No _____
Contacted maintenance	Yes _____	No _____
Contacted managing agent	Yes _____	No _____
Contacted Police/Security	Yes _____	No _____

If yes to any of the above, what were the results? \_\_\_\_\_

\_\_\_\_\_

Is there any additional information you would like add? \_\_\_\_\_

\_\_\_\_\_

Signature \_\_\_\_\_ Date \_\_\_\_\_

Office Comments \_\_\_\_\_

\_\_\_\_\_

**Section 8.6 Installation/Alteration Permit**

HIGHLEAH TOWNHOUSES  
Installation/Alteration Permit

Application

I hereby apply for permission to install the following major appliances and/or make the following alterations in or around my townhouse:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Work to be performed by \_\_\_\_\_

Actual cost and true value of work \_\_\_\_\_

I hereby certify that this work will be performed in accordance with all application codes and regulations.

Name \_\_\_\_\_

Address \_\_\_\_\_

Date \_\_\_\_\_

\*\*\*\*\*

Permit

This Permit requested above is hereby (granted) (denied), subject to inspection of installation.

If not an authorized alteration, the member may be required to restore the townhouse to its original condition if the membership is transferred. If an alteration is not approved, the member will be responsible for paying to correct the defective alteration. Work must be completed within 90 days. After 90 days, authorization expires, and the request must be resubmitted or reapproved.

This Permit is subject to all requirements of the By-Laws, Occupancy Agreement and other applicable regulations.

Date \_\_\_\_\_ Cooperative \_\_\_\_\_  
By \_\_\_\_\_

Inspected and approved by \_\_\_\_\_

Date \_\_\_\_\_

(2 copies: 1 to member; 1 to office)

**Section 8.7 Satellite Dish or Cable Installation Requirements**

**SATELLITE DISH OR CABLE PERMIT**

Member Name & Address: \_\_\_\_\_

Date: \_\_\_\_\_ Installation: \_\_\_\_\_ Installer: \_\_\_\_\_

Installation of a satellite dish is authorized provided the following requirements are met:

1. All installation must be completed during normal business hours.
2. An Installation/Alteration Permit must be submitted and approved.
3. The member must supply the name of the company installing the system.
4. The installation technician must contact the maintenance superintendent prior to installation. The maintenance superintendent gives instructions to the installation techs of the rules and location of pole.
5. A satellite dish cannot be attached to the townhouse or the roof.
6. A satellite dish cannot exceed the distance of 5 feet from the foundation. Satellite dish and pole cannot extend past your individual unit. Installation on a galvanized 2 to 2½ inch pipe, anchored in the ground at least 24 inches, must be supported by concrete. The pipe and dish combined can extend above the ground 48 inches.
7. All wires to the building must be buried 12 inches deep. No drilling through brick. Must drill into mortar joint. The hole must be prepared to prevent water leakage.
8. All installation on second floor must be run on the outside wall and mounted at the same height as the cable receptacles.
9. Cables inside unit must not be across the floor, due to this being a trip hazard. No drilling through hardwood floors will be allowed.
10. Member must call 1-800-Dig-Rite prior to digging.
11. Member is responsible to make sure installation is completed properly before installer leaves the property.
12. The member will be responsible for any damage incurred due to installation of the satellite dish or cable. Members are required to restore the townhouse to original condition when membership is terminated.

Signature \_\_\_\_\_ Date \_\_\_\_\_

\*\*\*\*\*OFFICE USE\*\*\*\*\*

Preliminary Inspection _____	_____
Maintenance Signature	Date

Final Approval _____	_____
Maintenance Signature	Date

Section 8.8 Animal Permit Form



# ANIMAL PERMIT HIGHLEAH TOWNHOUSES, INC.

Member's Name  Co-Member's Name   
 Unit  Phone #

**Dog 1**

Name   
 DOB   
 Sex  Neutered/Spayed   
 Date of Vaccination   
 Vaccination #   
 DNA Registration:   
 Weight  Color   
 Breed:

**Dog 2**

Name   
 DOB   
 Sex  Neutered/Spayed   
 Date of Vaccination   
 Vaccination #   
 DNA Registration:   
 Weight  Color   
 Breed:

**Cat 1**

Name   
 DOB   
 Sex  Neutered/Spayed   
 Date of Vaccination   
 Vaccination #   
 DNA Registration:   
 Weight  Color   
 Breed:

**Cat 2**

Name   
 DOB   
 Sex  Neutered/Spayed   
 Date of Vaccination   
 Vaccination #   
 DNA Registration:   
 Weight  Color   
 Breed:

I have other animal(s):

I do not have any animal(s):

I agree to follow all animal rules in the Rules and Regulations

Member's Signature  Current Date

HT 03/2020

**Request for Reasonable Accommodation:**

**Emotional Support Animal (ESA)**

Name:

Address:

Phone number:

Date:

ESA animals name:

Your Highleah Occupancy Agreement requires the truth and accuracy of the following information:

1. ESA name and type of animal:

2. Does this animal work, perform tasks, provide assistance, and /or provide therapeutic emotional support with respect to the individual's disability? YES NO

3. Please provide information supporting the need for a support/assistance

animal from a licensed health care professional-e.g., physician, optometrist, psychiatrist, physician's assistant, nurse practitioner, or nurse. Including:

1) patient's name

2) whether the health care professional has a professional relationship with the patient/client involving the provision of health care or disability-related services.

3) whether the patient has a physical or mental impairment

4) whether impairment(s) substantially limits at least one major life activity or major bodily function

5) type of animal for which the reasonable accommodation is sought

Signature, Owner of ESA:

**Request for Reasonable Accommodation:**

**Service Animal**

Name:

Address:

Phone number:

Date:

Service animal's name:

Your Highleah Occupancy Agreement requires the truth and accuracy of the following information.

Is the animal a dog? YES      NO

Is the animal required because of a disability? YES    NO

What work or task has the animal been trained to perform?

(work or tasks performed by a service animal must be directly related to the individual's disability)

Signature, Owner of Service Animal:

Section 8.9 Vehicle Registration Form



# Vehicle Registration Highleah Townhouses, Inc.

Member's Name  Co-Member's Name   
 Unit  # of vehicles  Phone #

**Vehicle Number 1**

Make  Model  Year  Color   
 License Plate #  Registered to:

**Vehicle Number 2**

Make  Model  Year  Color   
 License Plate #  Registered to:

**Vehicle Number 3**

Make  Model  Year  Color   
 License Plate #  Registered to:

**Vehicle Number 4**

Make  Model  Year  Color   
 License Plate #  Registered to:

I agree to follow all vehicle rules in the Rules and Regulations

Member's Name  Current Date

\_\_\_\_\_  
Member (sign)

Co-Member's Name  Current Date

\_\_\_\_\_  
Co-Member (sign)

HT 11/2020

**Section 8.10 Financial Agreement Plan**

Date:

To:

Independence, MO 64057

I, \_\_\_\_\_ a member of Highleah Townhouses, Inc. residing at, \_\_\_\_\_, do hereby acknowledge the fact that I/we are indebted to Highleah Townhouses, Inc. in the amount of \$\_\_\_\_\_ for the \_\_\_\_\_.

Since the amount against my account is considered an interest-free charge, I agree to pay a minimum of one/twelfth of the total amount each month with my monthly carrying charges. I also hereby acknowledge that should the charges on my account increase, I/we will adjust my one/twelfth payment upward accordingly.

I/We realize that failure to pay this minimum amount each month will result in my account being sent to the cooperative attorney for collection without further notice from this office.

Monthly Payment \$ \_\_\_\_\_ . + \$ \_\_\_\_\_ . = \$ \_\_\_\_\_ .

First payment starting \_\_\_\_\_.

The amount of \$ \_\_\_\_\_ to be paid every month until the balance of \$ \_\_\_\_\_ is paid in full.

\_\_\_\_\_  
Member            Date

\_\_\_\_\_  
Co-Member (If applicable)    Date

\_\_\_\_\_  
Witness

cc: Member Copy  
File Copy



# Member Notes