

Photo by Anita Moyer

HAMPDEN PINES HOMEOWNERS ASSOCIATION HANDBOOK

Rules, Regulations, and General Information

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INTRODUCTION

Dear Hampden Pines Residents:

The Hampden Pines Handbook provides you with the general information you need about co-operative living in Hampden Pines. Included are the rules and regulations that are designed to keep our neighborhood safe, well-maintained, and beautiful for everyone.

Please take the time to read through this material. If you have any questions about it, please direct them to our Property Manager, Katherine Guden, at Elite (262-373-1777, Ext. 235). Elite will notify the Hampden Pines Board of Directors of any matter that requires its consideration or action.

Refer to this handbook and the Declarations and Bylaws as needed. Those materials, plus our board meeting minutes, financial statements, archived newsletters, and miscellaneous communications to Owners may be found on Elite's website (elitepropertiesinc.appfolio.com). If you haven't yet signed up for AppFolio electronic communications, visit **https://elitepropertiesinc.appfolio.com/connect** and click on "Request Access to the Portal."

Sincerely,

The Board of Directors

GENERAL INFORMATION

DEFINITION OF TERMS

"Association." The Hampden Pines Association, Inc. is a non-profit corporation. Owners, their guests, or their tenants, are responsible for abiding by all rules and regulations. The management of the Association is overseen by an elected Board of Directors as determined by the Bylaws for the administration of all policies and the enforcement of all rules.

"Unit Owner" and "Owner." A Unit Owner is the legal Owner on the deed of record of a Hampden Pines Unit. Each Owner is a Member of the Association with one vote per Unit/household. Tenants are residents who have signed a legal lease with the Unit Owner.

"Common Elements." The Common Elements of Hampden Pines are the property areas beyond your front door. They are intended for the non-exclusive enjoyment of all Owners and include roadways, walkways, parking areas, lawns, and landscaping.

"Limited Common Elements." Some Common Elements are limited to the use of the Owner(s) of an individual Unit and are termed "Limited Common Elements." Limited Common Elements include driveways, front entryways, balconies, decks, and mailboxes as well as the conduits for utilities that serve a single Unit, such as water, gas, and electrical lines.

"Condominium." Condominium refers to the entire property, including buildings, grounds, and Common and Limited Common Elements. **(New: 12-1-24)**

ASSESSMENTS and DUES

Our annual budget is developed and adopted in November and implemented each year on January 1. Any change in your monthly dues will be announced in advance for your planning convenience.

Payments are due on the first of each month. Payments that are ten (10) days late will be subject to a late charge. An Owner whose payments are three (3) months in arrears may have a lien placed against the Unit and may be subject to legal action.

Under special circumstances, the Association may elect to impose a special assessment for a particular capital expense. Options for payment will be offered.

THE BOARD OF DIRECTORS

The Board of Directors is elected by the votes of the Members at each Annual Meeting for three-year terms.

It is the duty of the Board to award and supervise contracts, set policies, and write rules that insure the effective day-to-day administration of the Hampden Pines condominium for the safety and well-being of all residents, as well as the protection of their economic interest in the neighborhood.

Monthly Meetings. The Board normally meets at 3 p.m. on the second Tuesday of each month in the Elite conference room at 700 Larry Court, Waukesha, as posted at the end of the previous month's meeting minutes. Any change in the time, date, or place will be communicated in advance to Owners. Please call Elite in advance if you wish to attend a meeting to be sure of the schedule.

Annual Meeting Once a year, normally in July, a meeting of all Owners is convened to discuss Association business and to elect or re-elect directors. At the Annual Meeting, you will be brought up to date on completed projects, introduced to plans for the next 12 months, and given the chance to ask questions and make suggestions.

A **quorum** of 51% of Owners (i.e., 46 Members) must either be present, or represented by proxy, for business to be conducted at the Annual Meeting.

NEWSLETTER

Hampden Pines publishes a newsletter, most often monthly following each Board meeting. It is intended to be an informal, timely way of passing along news, tips, and reminders from our Property Manager and our Board of Directors. Please feel free to offer suggestions for inclusions.

INSURANCE COVERAGE

The Hampden Pines Association maintains comprehensive liability insurance on the Common Elements and on all Units except for a Unit's interior, its contents, and furnishings. It is your sole responsibility to obtain homeowner's insurance and any additionally desired insurance coverage beyond what the Association policy covers. **(Declaration 9.4).** The following coverages are required:

- The personal property within the Unit.
- Coverage A with special perils coverage on "all risks unless excluded," particularly related to the Master Policy deductible and to plumbing leaks.
- Loss assessment coverage, at the maximum amount that the insurer will cover.
- Sewer backup and sump pump failure coverage.

It is recommended that you work with an insurer that deals with HO-6 policies (i.e., condo insurance.)

THE DUTIES OF PROPERTY MANAGEMENT

Financial and Administrative Services

- Collect monthly dues and monitor delinquent accounts.
- Prepare monthly and annual financial statements.
- Maintain insurance coverages.
- Pay Association bills.
- Draft new yearly budget for Board of Directors' review, including guidance on the funding reserves.
- Store and secure all records.
- Attend one Annual Meeting and six regular board meetings per year.

Owner Correspondence

- Handle Owner calls for service, questions, and complaints with 24/7 emergency availability.
- Process mailings to Owners; draft and send letters to individual Owners as directed by the Board of Directors.

Contractor Bids and Scheduling

- Oversee all contractor relations, including obtaining bids and scheduling regular maintenance and groundskeeping services.

Maintenance and Repairs

- Groundskeeping, including mowing and the maintenance of lawns and landscape plantings.
- Snow removal from roads, driveways, and walkways.
- Maintenance and repair of the asphalt roadways, driveways, and parking areas.
- Maintenance and repair of Common and Limited Common Elements, including building exteriors, sidewalks, and front entryways, siding, EIFS (stucco) surfaces, wooden decks and balconies, trims, gutters, roofs, vents, etc.
- Mailboxes
- Main sewer and water lines

OWNER RESPONSIBILITIES

INFORMATION TO KNOW

Be sure you know the location of the following:

- Main electrical shutoff for your building and Unit
- Main water shutoff for your building and Unit
- Location of any fire extinguishers in your Unit
- Location of your Unit's fire alarm
- Location of your Unit's circuit breakers

FIRE ALARMS, TESTING, and ALARM BOX RULES

State law requires we conduct an annual inspection and test of the individual Unit fire alarms in the multiple-Unit buildings.

You will be given notice of the month, day, and time that our inspection and testing will take place. You MUST be available to give your volunteer entry to your Unit at the specified time. If you cannot be available, be sure to plan with another key holder to be present OR to arrange with a board member for a different day or time. **Failure to be available at the scheduled time will result in a fine.**

Note: This testing does NOT include smoke or carbon dioxide detectors, which are the Owner's responsibility. State law requires that functioning smoke and carbon monoxide detectors are appropriately installed in every private residence.

Additional information:

- **Our fire alarms only alert other residents of the building and are NOT connected to the fire department**. In case of fire, pull the alarm, leave the building, and call 911**.**

- Do not paint over a fire alarm box near your entrance or the related red sounding horn in the kitchen. Painting over alarm equipment is a violation of the Wisconsin Fire Code. You will be responsible for the replacement of any fire alarm equipment found to be painted over or tampered with in any way.

- Do not cover the alarm box or the red sounding horn with any furnishings or decor. These items of equipment must be both accessible and audible in case of fire.

- Keep the alarm box key handy. If the alarm is pulled accidentally, you will need to the key to re-set the alarm.

MORTGAGE HOLDER INFORMATION

Each Owner must keep our Property Manager informed of any change in the name and address of any mortgage holder or mortgagee of your Unit.

OWNER MAINTENANCE AND REPAIR

Per our Governing Documents (Declaration, Bylaws and the Rules and Regulations), no one may make an alteration to our buildings, inside or out, that might jeopardize the soundness or safety of the property, reduce its value, change its look, or impede any easement without the written approval of the Board of Directors.

In your Unit, you are responsible for maintaining the function and appearance of the following:

- The Unit interior, including the electrical, plumbing, and heating/cooling systems; interior walls and floors and their respective coverings; built-in cabinets, fixtures, and appliances.

- All utility lines that service your Unit exclusively: gas, electrical, water. This includes lines and pipes behind walls, below floors, and above ceilngs in the Unit out to the point where they join a main conduit to the building.

- All doors (garage, balcony, sliders, and front entry) and their glass, locks, and knobs; and all windows and their frames, glass, locks, and screens. Garage and front doors must be kept free of rust and windows should be kept well caulked.

- The installation of new doors and windows must be pre-approved by the Board of Directors. New **exterior doors** on front entryways or on balconies on the multi-Unit buildings must conform to the white, 6-panel style. **Storm doors** on exterior doors must feature full-view glass, though a retractable screen in the top half is acceptable. **Windows** must be of the same style as those originally installed.

- Garage door openers.

- Individual pest control within a Unit.

If you fail to maintain your Unit and its systems in good, operable repair and appearance and that failure results in damage to any Common Elements or to another Owner's Unit, you will be liable for any claims, damage, or other associated liabilities, including the costs of any needed repairs. **(Declaration 6 and Bylaws 8.1)**

If damage has occurred, you will be given notice to pay for the cost of repairs. The Association maintains a **right of entry** to perform such repairs with advance notice to set a date and time that is convenient to you. However, in the case of an emergency, the Association is granted the right of entry regardless of whether you are home or not. **(Declaration 6 and Bylaws 8.3).**

You will have fifteen (15) days to respond to a notice of damage. **(Declaration 6.3)**

RIGHT OF ENJOYMENT
It is the elected Board's responsibility to enforce all the provisions of the Governing Documents (the Declaration, Bylaws, and Rules and Regulations) as they are intended to properly manage the community.

At Hampden Pines, no practice will be allowed that is immoral, improper, or offensive as determined by the Board of Directors acting on behalf of all Owners and residents.

Units in Hampden Pines are to be occupied for residential purposes only, except for those working at home remotely electronically for their employers or their own self-employment. No public business or trade may be carried on anywhere on the condominium property.

Any excessive or unreasonable noise or other disturbance is a violation of the right of each Owner to use his/her Unit without interference from other Owners or their guests.

REPORTING VIOLATIONS
You may report a violation of any rule or regulation the Board of Directors or to Property Management. If the violation is an infraction of a City of Pewaukee ordinance or law, contact the Waukesha County Sheriff:

Emergency	911
Non-Emergency	262-446-5070

Reports **must be in writing** and must include:

- The name and address of the offender.
- A brief description of the violation or violations observed.
- The time and place of occurrence(s).
- Your name, address, and contact information.

When a violation is reported to the Board of Directors or Property Management, an attempt to resolve the matter through voluntary compliance will be made.

If necessary, the Property Manager will send a letter of reprimand that warns of the possibility of sanctions or fines if the matter is not corrected.

If you are levied a fine, the amount will be added to your monthly assessment account until it is paid, or, alternatively, a lien may be placed against your Unit.

TENANTS

The rental of a Unit to a tenant must be covered by a written lease for no less than six months, nor more than one year per lease. Leases may be renewed at the end of each one-year term. A copy of any executed lease must be provided to the offices of our Property Manager. **(Declaration 7.7)**

Tenants and their guests must abide by all Hampden Pines Rules and Regulations. The lease form must include a provision that violations of any rules and regulations will constitute a default of the lease. **(Declaration 7.7)**

You are responsible for any damage caused by tenants. In the event of a violation of any Hampden Pines rule by a tenant, both you and the tenant will be advised of a 30-day period to cure, after which, if no correction has been made, an appropriate fine will be imposed**. (Declaration 7.7)**

WATER CONSUMPTION

Water usage is master-metered at each building and the cost is factored into the amount of your monthly assessment. Please know that water is one of the costliest line items in our budget. You and your guests are encouraged to always conserve water.

RULES AND REGULATIONS

All residents of Hampden Pines are expected to abide by the following rules and regulations. If a rule is violated, you will receive a reminder letter of the rule and given up to 10 days to correct the violation. If the violation is not corrected, a second letter will stipulate a disciplinary action as set by the Board. A Grievance Procedure on page 17 is available to you.

ANIMALS (Pets and Service Animals)

- Unit Owners may keep no more than two (2) animals per Unit.
- Dogs may not exceed 20” in height from the base of the forepaw to the top of the corresponding shoulder.
- When outdoors, dogs must be leashed and under the control of their caretakers. They may not be tied out and left unattended.
- Animal waste must be picked up immediately and disposed of properly in a receptacle inside your garage.
- You are responsible for the behavior of your animals and will incur the cost for any damage they may do to condominium property, including grass and shrubs.
- You will be required to take corrective steps if an animal of yours causes any nuisance that disturbs other residents.
- If it is determined that an animal has become a nuisance or is harmful in any way to the property or any resident, you may be ordered to remove it from the condominium. **(Declaration 7.8.5.)**

BALCONIES, DECKS, and FRONT ENTRYWAYS

- Balconies, decks, and front entryways are to be kept in a neat, clean, and orderly condition to preserve the attractive appearance of the property. They may not be used for the storage of any unused items or for the drying or airing of laundry, rugs, etc.
- Up to **six** items are allowed on a balcony or at a lower Unit front entryway in any combination, while smaller upper Unit entryways may have no more than **four** items. Each of these is one item: a table, a chair, a planter, a decor item such as a small ceramic piece, figurine, etc. **(Amended: 6-1-24)**
- Cooking or heating appliances are not allowed on or under wooden balconies or on wooden decks. Charcoal grills are not permitted anywhere on Hampden Pines ground, per our insurer. **(Amended: 6-1-24)**

- No more than one flowerpot may be placed near each garage door, a total of two per Unit. **(Amended: 6-1-24)**

- No carpeting or other floor coverings are allowed on any balcony. They trap moisture against the wooden floor. **(Amended: 6-1-24)**

- No lights or decor items may be screwed, taped, or drilled into any exterior surfaces, including the ceilings or undersides of balconies. This means no brackets, nails, adhesive hooks, or any other kinds of fasteners. Exceptions are flag bracket holders for an American flag and the Unit number, but those only on vertical posts.

- Neither birdhouses nor feeders are allowed outside in any location on the property because seeds attract mice and other pests.

- All warm-weather items must be removed from ground level entryways and walkways by **November 1** to facilitate snow removal. They may be put out again after March 15. An exception is made for winter holiday decorations from December 1 to January 15, but Owners will be responsible for their own snow removal and understand that neither the Association nor the snow removal crews will bear responsibility for any damage caused to any décor items. **(Amended: (6-1-24)**

ELECTRIC VEHICLE (EV) CHARGING STATION

In accordance with federal law, Hampden Pines Owners have the right to install electric vehicle charging stations in their garages. However, the Association requires that such an installation be completed by a licensed and insured electrician and that proper fire suppression systems are also installed. Owners must obtain a permit from the City of Pewaukee and submit it plus complete plans for the HP's Board review and approval before any installation is begun. Once an approved installation is complete, it must be inspected by the City of Pewaukee's electrical inspector. If Association insurance premiums go up because of a garage-installed EV charger, you may be charged that additional amount if allowed by state law**. (Amended 12-1-24.)**

FLAGS

An American flag measuring no more than five (5) feet by three (3) feet may be placed in a bracket/holder attached to a Unit's wooden post.

GARBAGE and RECYCLING

Garbage and recycling bins are picked up each on Friday **except** on the following holidays:

- New Year's Day
- Memorial Day
- Independence Day, July 4

- Labor Day
- Thanksgiving
- Christmas Day

If a holiday falls on a **weekday,** pick-up will be one day later, i.e., Saturday. But if a holiday occurs on a **weekend** day, pick-up will be on Friday as usual.

- Pick-up times can change without notice. Our trash service contract calls for having our bins out by 7 a.m. to assure pick-up on our day.

- Garbage and recycling should be put outside in **approved and lidded bins for both trash and recycling** no more than 12 hours before pick-up and brought inside no later than 12 hours after pick-up. Make sure trash is neatly and tightly concerned. An owner who fails to secure trash and it litters the neighborhood may be fined.

- Label your bins and lids with your street address and Unit number.

- Comply with all state and local regulations regarding the sorting and separating of recyclable items.

GROUNDS and LANDSCAPING

- No annual or perennial plants, seeds, bulbs, herbs, or vegetables may be planted in or set out in pots on the mulch beds or on any Common Elements. **(Amended: 6-1-24)**

- Mulch beds near front entryways are Common Elements, but Owners may place up to three decor items in them. Décor items may not interfere with any landscape or grounds maintenance work due to their size or placement. They should be of the type that stick into the ground via a pointed metal or wooden spike so they can be worked around. Examples are flags, shepherd's hooks, ornamental garden stakes, or solar lights that stick into the ground. Figurines or ceramics belong on solid surfaces only. (**Amended: 6-1-24)**

- Neither the Association nor contractors hired by the Association will be responsible for any damage to or breakage of any Owner-placed decor items.

- It is recommended that residents be thoughtful about decor choices and not select items that could be offensive or a nuisance to neighbors. (Example: wind chimes.)

- Toys, bicycles, or sporting equipment, etc. may not be left out on Common Elements.

GRILLS and FIRE PITS
Residents may use outdoor cooking appliances and fire pits in accordance with all Wisconsin state and local fire regulations and the International Fire Code.

- Per our new insurance policy, however, charcoal grills may not be used anywhere on Hampden Pines property**. (6-1-24)**

- No cooking or heating appliances may be used **on or under** any wooden surfaces, including on balconies, at front entryways under balconies, or on wooden decks.

- All grills or fire pits at all building types must kept covered and stored in your garage when not in use, per local ordinance.

- Permitted types of cooking appliances may not be used closer than **10 feet** to garages, vegetation, or anything combustible. Fire pits must **15 feet** away from combustible materials.

Violators of the rules on the use of grills or fire pits will be subject to disciplinary action that can include a fine for each infraction.

MAILBOXES and NEWSPAPER TUBES
Mailboxes newspaper tubes must be kept clear of accumulated mail, fliers, newspapers, etc.

PARKING

- Vehicles may be parked only in garages (first choice) or on driveways (second choice when necessary), and never on grass.

- Visitor parking spaces are reserved for invited visitors, emergency vehicles, and hired service vehicles. Owners with a need for the temporary use of a visitor parking space must seek prior Board approval in writing. Reasonable requests will not be denied.

- Temporary and short-term street parking during an emergency, or for loading/unloading, is permitted.

- For occasional holiday or family parties, please be sure that overflow guests' cars will not block access to emergency vehicles or interfere with other Owners' right-of-way.

- The parking or storage of trailers, campers, boats or other marine craft, mobile homes, motorcycles, mopeds, or the like, or any unlicensed, unregistered, or inoperable vehicle, is NOT permitted anywhere on condominium property, including on individual driveways. **(Amended: 12-1-24)**

- Vehicles with “For Sale” signs on them may not be parked anywhere on the Hampden Pines property.

- Vehicles may be washed in a resident’s driveway, but repairs or oil changes may be done only inside garages.

- For your safety and security, it is recommended that garage doors be kept closed except when exiting and entering. Opening doors slightly for ventilation is acceptable.

POND

- No swimming, fishing, or ice skating is allowed at our pond, per posted signage.

- Children are not allowed near the pond without supervision by an adult.

- Do not feed or leave food for ducks, geese, or any other wildlife at the pond or anywhere else on the property.

SALES: GARAGE, MOVING, and ESTATE SALES

- Private garage, rummage, or moving sales are prohibited unless sponsored by the Board of Directors for the whole neighborhood. The dates and hours of such a sponsored sale will be announced in advance in our newsletter. **(Amended:12-1-24)**

- Estate sales, on the other hand, follow state law, and may be held but they must be under the sole direction and control of a professional estate agent and with the pre-approval of the date by the Board of Directors. Only the public advertising placed by the agent is allowed.

SEASONAL DECORATIONS AND OTHER ATTACHMENTS

- No fasteners of any type may be affixed to exterior building surfaces. Our EIFS (faux stucco) is fragile and very difficult and expensive to repair!

- Decorations may not be placed in any Common Area, including on shrubs or trees, without the prior approval of the Board of Directors.

- Christmas decorations may be put out on walkways from December 1 to January 15, but Owners will be responsible for their own snow removal and understand that neither the Association nor the snow removal crews will bear responsibility for any damage caused to any décor items. (**6-1-24)**

- Decorations should be in good taste and follow appropriate seasonal themes.

- Decorations should not include food products or any other perishables.

- Christmas decorations must be removed by January 15. All other holiday decorations should be removed within seven (7) days of the holiday.

- Extension cords may not be laid across walkways or driveways where they are apt to be a tripping hazard or may impede snow-clearing.

SECURITY CAMERAS, DOORBELL CAMERAS, AND SATELLITE DISHES

- Only a Unit number and an American flag holder may be installed on vertical wooden posts. Nothing may be attached to wooden balcony railings.

- Security cameras may be mounted ONLY on wood garage trims with prior Board approval for placement.

- Video doorbells may be installed into existing doorbell wiring and do not require prior approval.

- No satellite dish may be installed on a roof or other portion of condominium property without the prior written approval of the Board of Directors. Satellite dishes must be installed as low as possible yet still receive a signal. A refundable deposit to the Association will be required to ensure that the Common Element is returned to its original condition upon the removal of a satellite dish.

SIGNAGE

No posters, signs, or advertising may be posted in Common Elements or within a Unit, so it is visible from the Common Elements without the prior written approval of the Board of Directors, except as provided for below.

- A single “For Sale” sign is allowed to be placed inside a Unit window. It may not exceed 12” x 12.”

- Real Estate Open House signs of customary size and language are allowed on Common Elements for reasonable periods of time and must be removed the day after such an event.

GRIEVANCE PROCEDURE

When there is an irresolvable dispute between an Owner and the Board of Directors, or between Owners, the matter may be referred to a Grievance Committee by which a majority vote will determine a decision and the actions to be taken by the involved parties.

Formation of a Grievance Committee

- A Grievance Committee shall consist of one Member of the Board of Directors to serve as the chairperson who votes only to break a tie, plus one Alternate Board officer; and three Members (i.e., Owners of the Hampden Pines Association who are **not** on the Board of Directors), plus three Alternate Members.

- Members-at-large serving on a Grievance Committee must not have any direct or indirect involvement in the issue to be resolved.

- Each meeting shall be attended by one Board member acting as chair and three Members-at-large so that there are always four (4) persons present.

Setting a Hearing Date

The Grievance Committee will set a date, time, and place for a hearing.

The Committee will send to the involved parties a certified letter with return receipt requested notifying them of the details of the hearing at least ten (10) days in advance.

If the party making the grievance fails to attend the hearing without a valid and approved excuse, the grievance will be dismissed. If any costs have been occurred, they will be charged to that party. However, the hearing will proceed with or without the presence of the alleged offender.

The Hearing

The burden of proof is on the complainant to present reasonable and verifiable evidence. The alleged offender may present exculpatory evidence as a defense.

Determination and Decision

The Committee will end the hearing, then excuse the complainant and the alleged offender and go into a closed session to review the evidence and decide on a course of action, if any, to be followed. The parties will be informed in writing of the decisions taken within ten (10) days of the hearing. The letter will 1.) make a statement of the facts; 2.) summarize the evidence presented; and 3.) make a statement of decision and resolution.

Final Decision

The decision of the Grievance Committee, whether on a fine, an assessment of damages, or other sanctions, will be final.