

THE VILLAS AT APPLE CREEK

A WISCONSIN CONDOMINIUM

CONDOMINIUM RULES AND REGULATIONS

Effective: September 2022

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ARTICLE I PURPOSE

These Rules and Regulations have been set forth to expand upon and detail the information found in the Condominium Declaration and Bylaws under which the Villas at Apple Creek Condominium Unit Owners Association, Inc. ("Association") was formed. These Rules and Regulations have been developed and adopted by the Board of Directors (the "Board") of the Association to provide for an attractive and harmonious place to live. Capitalized terms shall have the same meaning as set forth in the Condominium Declaration, unless otherwise defined herein.

ARTICLE II PERSONAL PROPERTY

Section 1. PLACEMENT OF PERSONAL PROPERTY:

All personal property, such as lawn chairs or other furniture, grills, tables, etc., must be kept inside the patio or porch area, but not in entryways. Other personal property, such as bicycles, must be garaged. Items maintained within the patio area may not be visible above the patio fence, with the exception of patio furniture, covered grills, potted plants, American Flag and decorative items permitted in Article III, Section 2.

Section 2. APPROVAL REQUIRED:

Nothing may be hung or displayed, nor may signs, awnings, canopies, shutters, antennae or satellite dishes or any other device or ornament be affixed to or placed upon the exterior walls, doors, fences or roof without prior written approval of the Condominium Association Board of Directors. The use of screws, nails or other hardware to affix an item to the exterior walls, doors, fences or roof is strictly prohibited.

ARTICLE III DECORATIVE ITEMS

Section 1. DECORATIVE ITEMS NOT PERMITTED:

Use of any of the following is not permitted:

- Bird feeders or bird baths (tree-hanging or free-standing) Mounted garden hose hangers;
- Wall plaques; Trellises; Flower boxes;
- Windssocks/wind chimes/decorative flags.
- Canopy tents, gazebos, pergolas, trellises, arbors, canopies, or awnings.
- See Article II through Article VIII for additional restrictions.

Section 2. DECORATIVE ITEMS PERMITTED:

a. Stepping Stones – Up to three stepping stones are permitted in the mulched area around each home provided they are earth tone in color, no taller than four inches, and do not exceed fifteen inches in diameter.

b. Potted Plants / Planters – Up to five (5) earth tone pots are permitted outside the patio area. **Pots shall not exceed 26” in diameter and 26” in height.** Pots may be placed in the mulched area between shrubs and may not be placed in such a manner that they block the sidewalk or interfere with pedestrian passage. Plant materials within the pots shall not exceed 38” in height as measured from the ground beneath the pot to the top of the plant. **The overall height of a plant on a stand may not exceed 48” as measured from the ground beneath the stand to the top of the plant.** Plant stands may only be kept within the patio area and must not be visible from outside the patio area. All pots must be removed from sidewalks by November 1 or by the first snowfall.

c. Shepherd's Hook – One or two shepherd's hooks for hanging plants are allowed inside the sidewalk or in the mulch immediately adjacent the patio area, but may not exceed 60” in height as measured from the adjacent ground to the topmost point.

d. Solar Walk Lights – Solar lights may be installed providing they conform to the following guidelines; lights must be no taller than 18” from their mounting surface, cannot be of ornate design, and must be of uniform earth-tone color. A maximum of 10 lights should be spaced at approximately equal distances apart. They may be placed on alternate sides of the walk, but must be in a mulched area. Lights must be kept in good repair, and occupant is responsible for any damage, including that of maintenance activity. Solar lights for flags are not included as a walk light and must follow flag pole requirements.

e. Solar patio/courtyard Lights – Lights may be attached ONLY with 3-M Command Strips on the inside of Patio. The lights must be below the top of the fence. Light bulbs may not be visible from the outside of the patio/courtyard.

f. Garden Hoses – The preferred storage location for hoses when not in use is inside the garage. However, **covered hose reels will be permitted.** Such hose reels must be of earth-tone color, and be put in the most inconspicuous spot available, such as behind bushes or in building offsets. They must be kept clean and well maintained, and as attractive as possible. Hoses must be reeled in when not in use.

g. Holiday Decorations – Christmas decorations such as one door wreath, lights, sprays, and other decorations are permitted to be placed on the exterior of a homeowner's unit provided no damage is done by the use of fasteners, tape, etc. (Hint: removable hangers such as the “Command” products made by 3M can be removed without damage)

No lights or decorations can be hung from gables or rain gutters. **No** plywood signs/decorations or stationary or rotating motion type spotlight which shines on the outside of the condo is permitted. No other exterior decorations are allowed. Decorations cannot be placed on the walkway near the front entrance as this hinders snow removal. Decorations may be displayed one week before Thanksgiving but decoration lighting cannot be turned on until Thanksgiving. All holiday decorations must be removed by the following January 7. Other holidays can be decorated following the same guidelines, using a display period of one week before to one week after the holiday. Up to six pumpkins (not carved or decorated) can be put out in the fall, but must be removed immediately after Thanksgiving.

h. A decorative wreath, preferably of a seasonal nature, can be mounted on the front door, following the mounting procedure outlined above. **Also (1) decorative wreath can be placed on a court yard condo fence as per hanging instructions described.**

i. The American Flag – The U.S. American Flag may be flown or displayed at any time following American Flag protocol as stated in the Federal Flag Code Public Law 94-344 and The Wisconsin State Statute 710.17 and following the Villas at Apple Creek Rules and Regulations regarding flying the U.S. American Flag.

The American Flag can be flown or displayed at any time as long as the American Flag and/or flagpole is not attached to any patio/courtyard or building in any way.

In order to fly the U.S. American Flag (and ONLY the U.S. American Flag) the owner must do one of the following:

1. Install a Villas at Apple Creek approved flagpole at owner’s expense.
 - a. Request a copy of the Flag Pole Requirements from our management company or on our website (www.acvillas.com).
 - b. File a Request for Exterior Improvement. The form can be obtained from our management company or on our website (www.acvillas.com). Complete plans and drawings are to be included.
 - c. Exterior Improvement Application must be completed, filed with the Villas management company and approved by the board of directors before any work can proceed.
 - d. Flagpole height may not exceed 16 feet.

2. Use a flagpole on the unit’s patio/courtyard , supported as one would support an umbrella, **unattached** to any element of the patio/courtyard or condo.
 - a. Flagpole cannot exceed 10 feet in height.
 - b. Flagpole can be used ONLY for the U.S. American Flag.
 - c. Flag is not to exceed 3 feet by 5 feet in size.

ARTICLE IV FLOWERS / GRASSES / LANDSCAPE PLANTS

Section 1. Flowers and Grasses

Annual and Perennial Flowers and Grasses may be planted by homeowners in the mulched area between the building and sidewalk around their home. Flowers/Grasses shall not be planted between existing shrubs. Flowers/Grasses shall not exceed 30" in height and shall not encroach on the sidewalk. Flowers/Grasses are not permitted around any tree.

Flowers/Grasses shall be well maintained by the homeowner throughout the growing season, and dead annuals shall be removed by the homeowner at the end of the season. Homeowners will receive a written notice regarding any Flowers/Grasses that are not maintained during the growing season and if corrective action is not taken by the homeowner within the time specified in the notice, the Flowers/Grasses will be subject to removal by the grounds keepers and the cost for removal will be billed to the homeowner. The Homeowners Association is not responsible for any homeowner planted Flowers/Grasses that are damaged from landscaping or mulching.

Watering of lawns is not permitted, but shrubs and trees can and should be watered during dry spells.

Section 2. Shrubs and Landscape Plants

Any planting of new shrubs or planting beds must receive prior written approval. Variance request forms are available from the Property Manager, or on our website. See our Policy Manual for procedural details. Occupants will be responsible for the life of new plantings for two years, after which those plants will become the property of the Homeowners Association, and the HOA will provide future maintenance.

ARTICLE V - OTHER ITEMS

Section 1. Prohibited Items in Common Elements and Limited Common Elements

Common Elements consist of all of the Condominium Property, including all of the land and all improvements thereon.

Limited Common Elements consist of an exterior parking area immediately in front of the Unit's garage, and a contiguous fenced-in patio area with a concrete pad. Each such Limited Common Element is reserved for the exclusive use of the Owners and Occupants of the unit.

- a. The following items will be strictly prohibited in any Common Element of the Condominium and Limited Common Element: any type of yard sign, statue, statuette, yard or lawn ornament, artificial flowers, plant cages, ornamental rocks or stones (except stepping stones as previously noted in Article III, Section 2), cypress mulch, swing sets, permanently mounted hose reels (See Article III, Section 2 for description of approved hose storage), laundry poles or clotheslines, or other such items. Laundry (swimsuits, towels, rugs, etc., included) may not be hung on any building component.
- b. No devices using natural flame, defined as wood, paper or wood products, are allowed in the community. Gas fueled fire pits, and gas, electric, or charcoal fired grills are acceptable, but must be kept away from combustible surfaces. Appleton city code will apply.

ARTICLE VI EXTERIOR ALTERATIONS

Section 1. Alterations

No alterations, additions, fences, walls, patios, decks, etc., may be made to the exterior surface of the building, nor may any trees or shrubs be planted, transplanted or removed without prior written approval of the Board.

Section 2. Patio Gates

Patio gates may be installed, on homes for which they are not standard, at the resident's expense using only the approved design and specifications. Copies of the design and specifications are available from the Property Manager.

Section 3. Storm Doors

Storm doors may be added at the resident's expense using only the approved design and color. Specific information about approved storm doors may be obtained from the Property Manager.

Section 4. Windows

Window replacements, alterations, additions or other changes cannot be done without prior written approval of the Board of Directors.

ARTICLE VII WINDOW AND WINDOW COVERINGS

All window coverings, whether draperies, blinds (vertical or horizontal), or valances, must be white, off-white, light beige or light gray on the exterior side.

ARTICLE VIII SIGNS

No advertising sign may be hung or displayed from inside the windows except professionally prepared "For Sale" (no "For Lease" or "For Rent" signs are permitted), or security system decals, which shall be limited in size and number. No real estate or other advertising signs are permitted in any Common Element.

ARTICLE IX PETS

In addition to the provisions of the Declaration and Association By-laws concerning animals, the following apply:

Section 1. Pets

No animals, livestock or poultry of any kind shall be raised, bred or kept in any unit or in any of the Common Elements, except that appropriately contained birds and fish, and not more than a total of 2 dogs and cats (2 dogs, or 1 dog and 1 cat, or 2 cats), may be kept as household pets by Unit Owners, provided they are not kept or maintained for commercial or breeding purposes, and are kept subject to rules and regulations set forth below and such other rules and regulations which may be adopted by the Association regarding same.

Section 2. Prohibited Breeds

Breeds of a dangerous or unpredictable nature, such as dogs of various breeds which are commonly characterized as "attack dogs", shall not be kept anywhere in the condominium. Dogs affected by this section include all dogs which are one-half or more American Staffordshire Terrier, Staffordshire Terrier, American Pit Bull Terrier, Pit Bull Terrier, Miniature Pit Bull Terrier, Rottweiler or Chow Chow. Our Condominium Documents specify a maximum combined weight of pets shall not exceed 100 pounds.

Section 3. Control

All permitted pets shall be housed indoors. All pets, when outdoors, shall be maintained on a leash not more than eight (8) feet in length. Pets shall be supervised by a responsible individual at all times. Such individuals shall be responsible for the immediate clean-up of all pet litter. Nuisance or disruptive barking must be eliminated to the best of the owner's ability.

Section 4. Area

No pet shall be tethered outside in the Common Element; nor shall any pet be tied to any patio fence.

Section 5. Enforcement

Pet owners may be fined for violation of these policies, at the rate of \$50.00 for the first offense after written notification and \$75.00 for each additional offense. If pets become a nuisance, they may be ejected from the Condominium at the discretion of the Board of Directors.

ARTICLE X PARKING / VEHICLES

Section 1. Limitations on Parked Vehicles, Motorcycles

No boats, trailers, motorcycles, ATV's, motor homes, trucks (larger than a 3/4 ton pickup), snowmobiles, trailers, travel trailers, and the like or any vehicle with commercial advertising may be parked on any street or driveway overnight. Other vehicles used for recreation (conversion vans/recreational vehicles) not garage-able, will be permitted to park in limited common area (in front of garage) for not more than forty-eight (48) hours to allow for loading and unloading. Such vehicles must not exceed twenty (20) feet in length and must not block normal access of other residents. No vehicle may be parked in the Clubhouse parking areas for more than forty-eight (48) hours. Vehicles may not plug in or use clubhouse electricity or water without prior approval by the Board of Directors. Vehicles parked there for more than forty-eight (48) hours are subject to being towed at Unit Owner, guest, or occupant's expense. Commercial moving vans, when conducting contract business and commercial trucks when in the area to perform service or repair work are an authorized exception.

Section 2. Location of Parked Vehicles

All parking by residents or guests must be: (a) within the garage, (b) in the Limited Common Element in front of the garage door, (c) in the parking spaces at the Clubhouse area, or (d) on the side drive in such a manner so as not to block any other residents' access to the garage or street. Parking in the Limited Common Element during snow removal will result in the owner being held responsible for snow removal. Overnight parking is prohibited in the "turn-around" areas at the end of the driveway.

Section 3. Inoperable Vehicles/Repairs

Inoperable vehicles (with flat tires, expired license tags, etc.), or vehicles which cannot be identified as belonging to a resident, which are parked in any Common Element or Limited Common Element for more than 48 consecutive hours may be towed off the premises at the vehicle owner's expense. No repair work is permitted on vehicles in Limited Common Element or Common Element except for short-term emergency work (flat tire, battery charge, etc.).

Section 4. No Obstruction by Vehicle and Operation of Vehicle

No vehicle shall be parked in any manner which blocks any street or driveway, or the ingress/egress to any garage other than the owners. Reckless operation, excessive speed, and parking or driving on the lawn areas is prohibited.

Speed limit on Sienna Way and Tuscany Way is 14 MPH!

ARTICLE XI SWIMMING POOL

Section 1, Users

The pool is for the exclusive use of the Unit Owners and their guests. Any person who cannot be identified as a Unit Owner, or who is not accompanied by a Unit Owner, can be asked to leave the pool area. The pool rules are:

Section 2, Risk

All persons using the pool and pool facilities do so at their own risk and sole responsibility. There is no lifeguard.

Section 3. Supervision of Children

All children under the age of 18 must be accompanied by an adult resident age 18 or older.

Section 4. Guests

Guests are limited to four (4) per Unit, and **must** be accompanied by a Unit Owner or occupant at all times.

Section 5. Prohibitions in Pool Area:

The following are prohibited in the pool area:

- Animals or pets;
- Glass or other breakable items;
- Running, diving or disruptive behavior;
- Excessive noise, splashing or radios without headphones;
- Private pool parties;
- All rafts.
- Electrical devices.

Section 6. Swimwear

Swimming is permitted only in garments sold as swimwear. Wet swimwear is not permitted in the Clubhouse gathering area. Infants should also wear swimsuits - no diapers are permitted in the pool other than those made especially for wear in the water.

Section 7. Pool Furniture

Lounge chairs or tables may not be reserved and must be repositioned in the order intended (orderly fashion), after use. Umbrellas must be closed upon departure.

Section 8. Pool Hours

The pool will be open daily during swimming season from 9:00 am until 10:00 pm or as posted at the clubhouse.

Section 9. Grills

No grills are allowed inside the pool area.

ARTICLE XII CLUBHOUSE

The Clubhouse is for the private use of the Unit Owners and occupants. It is available for rental to residents only for non-profit parties or meetings. The following policies for rental of the Clubhouse apply:

- A \$175.00 refundable deposit and a \$75.00 rental fee are required.
- Reservations are granted on a first request basis. Reservation requests must be made to the Property Manager. The clubhouse bulletin board calendar is for reference only.
- Unsupervised children and teenage parties are prohibited; the booking owner must chaperone and assume all risk or damage.
- The renting Unit Owner will have exclusive use of the party room only; the guests may not use the pool or exercise equipment, and the pool may not be reserved for any party. No party items will be furnished by the Association;
- The renting Unit Owner is responsible for all clean up and trash removal. Clean up must be satisfactorily completed on the day of the party;
- Damages to the Clubhouse or equipment and any follow-up cleaning done by the Association will be deducted from the deposit. If the deposit is an insufficient amount, the Unit Owner will be billed for the difference.

ARTICLE XIII TRASH COLLECTION

Between November 1 and April 1, Trash containers shall not be set out prior to **3:00 p.m.** the day preceding collection.

All other dates require trash containers to not be set out prior to **5:00 p.m.** the day preceding collection.

The containers must be picked up and placed inside the garage by **5:00 p.m.** the day of collection. Only trash containers with lids, or securely tied plastic bags are permitted for trash disposal. All trash for collection must be in appropriate containers and must be set out at the main street, next to the curb near the end of the driveway. Trash containers, when not set out for collection, must be kept inside the garage. The only exception would be a small (no larger than 15" x 20" x 17"), earth tone, covered, trash container, which may be kept in the mulched area between the two garages for animal waste. Unit Owner will be responsible for clean-up of trash spillage from the containers. Compliance with governmental recycling and trash collection laws is required by all Unit Owners and Occupants.

ARTICLE XIV SOLICITATION AND GARAGE SALES

Solicitation by commercial enterprises is not authorized within the Condominium. In a like manner and due to restricted parking availability, garage sales and tag sales are specifically prohibited, unless approved by the Association as a planned Condominium activity.

ARTICLE XV CONDOMINIUM SALES

Any Unit Owner who sells his or her condominium is responsible for:

- Making certain the Association's Management Company is aware of ownership changes at the time a closing date is established.
- Inform Management Company of closing location and closing date and forwarding address.
- If on autopay, owner must stop autopay.
- Making certain all Condominium Assessments are current.
- Providing potential buyer(s) with Condominium disclosure documents required by law, as well as a copy of these Rules and Regulations.

ARTICLE XVI ENFORCEMENT

Notwithstanding the foregoing, the Board of Directors may utilize any of the following, in addition to other measures it deems necessary, in order to maintain compliance with the Rules and Regulations for the Condominium:

- Written notice;
- Fine of **\$50** for second offense or failure to comply within the time specified within notice; Fine of **\$75** for third offense or failure to comply within the time specified within a notice;
- Board Correction – After providing at least two written notices, including one notice indicating corrective action is planned; the Board may, at its discretion, coordinate correction of the noncompliant item or rules violation and bill the homeowner for the resulting costs.

ARTICLE XVII AMENDMENTS

These Rules and Regulations may be subject to change from time to time at the discretion, and by a majority vote, of the Board of Directors.

These Rules and Regulations adopted by the Board of Directors effective August, 2006. Revised by The Villas at Apple Creek HOA Board of Directors September, 2009; September 2011, April 2013. May 2015. May 2016. May 2017. December 2017. February 2020. August 2021. June 2022. August 2022