THE TOWNS AT VISTA RUN CONDOMINIUM ASSOCIATION, INC.
RULES, REGULATIONS AND POLICY GUIDELINES
EFFECTIVE 2021

I. **DEFINITIONS** (for the purpose of rules enforcement)

A. Common Elements: The area outside each home from the exterior envelope of the building to the center of the street and to the property boundaries, except for areas designated as Limited Common Elements.

B. Limited Common Elements: The area immediately outside each home, including the sidewalk, the fenced patio or deck with concrete or paver pad, any deck, the mulched area surrounding the outside of the fence, the mulched area between the sidewalk and the unit and the exterior parking area immediately in the front of the garage extending to the street.

II. **USE**

A. No unit owner shall occupy or use his/her home or permit the same or any part thereof to be occupied or used for any purpose other than as a private residence for the owner, the owner's family, or the owner's lessees or guests.

B. No trade or business shall be conducted on the condominium property or from any home without the written approval of the Board of Directors of the Condominium Association and in full compliance with all applicable law(s).

III. **OCCUPANCY**

A. Homes in The Towns at Vista Run Condominium shall not be rented for transient or hotel purposes, which shall be defined as:

1. Any rental for periods of less than six (6) months; or
2. Any rental if the occupants of the home are provided customary hotel services.

B. Occupancy of any The Towns at Vista Run Condominium unit shall not exceed eight (8) people.

IV. **LEASES**

A. Owners of homes in The Towns at Vista Run Condominiums may lease their homes on whatever terms and conditions they may wish, provided that in each instance the following terms and conditions are met:

1. The lease must be in writing, signed by the owner and the tenant and available for review by the Board of Directors of the Condominium Association.
2. The lease must be for no less than six (6) months.
3. The lease must specifically obligate the tenant to abide by the terms and conditions of the Declaration, the By-Laws, and all rules and regulations of the Association.
4. Prior to the beginning of the lease term, the owner must give the Association notice of the name and permanent address of the tenant and the provisions of the lease.
5. The Declaration also requires that an owner who rents must also provide The Towns at Vista Run Condominiums with his forwarding address and a telephone number where he/she can be reached.

V. PERSONAL PROPERTY

A. All personal property, bicycles, storage containers, tools, etc. must be stored in the garage at all times. Garden hoses, when not in use, must be kept inside the garage or in a Board approved neutral-colored, covered box designed specifically for hose storage. Cooking grills, table and chairs, and table umbrella are approved for use and storage on the patio or deck. Covers for winter must be specifically designed for that item and properly secured for winter weather conditions.

B. Nothing may be hung, attached, affixed to or placed upon the exterior walls or trim, doors, fences or roof without the prior written approval of the Board of Directors of the Condominium Association. This includes, but is not limited to, signs, plaques, awnings, canopies, antennas, satellite dishes, ornaments, decorative banners, bird feeders, bird houses, wind chimes, or wind socks. Repair of any damage caused by attachment to the structures shall be performed by the Association and the cost of those repairs is the sole responsibility of the unit owner. (See E below)

C. All other strictly prohibited items include, but are not limited to, artificial flowers, swing sets, laundry poles or clotheslines. Laundry (swimsuits, towels, rugs, etc.) may not be hung over a patio or deck fence.

D. A maximum of two security system signs are permitted only in the limited common elements.

E. The American flag may be flown or displayed anytime in the limited common elements, following accepted flag protocol and using a flag pole holder that may be attached to a fence post, the vertical corner trim of a unit, or the side trim of the garage overhead door, but not extending above the roof line. The cost of repair of any damage to the structure caused by such hangers is the sole responsibility of the unit owner. The Wisconsin State flag may be displayed in place of the American flag. University, college and professional sports team flags may be flown or displayed in the limited common elements ONLY on the day before, day of, and the day after a scheduled team event. Only ONE flag or banner may be flown or displayed at any one time. No other flags are permitted.

VI. DECORATIVE AND OTHER ITEMS

A. Decorative and Other Items which **ARE PERMITTED**

1. Additional patio screen is allowed. However, all patio screening is subject to review and approval by the ACC and is subject to applicable Municipal ordinances and building codes. Attractive wooden or composite screen panels or privacy barriers may be approved by the ACC in writing, provided they do not exceed six (6) feet in height, extend out more than fourteen (14) feet from the back wall of the building, or create a complete enclosure. The ACC may, in its sole discretion, consider barrier location, materials, design, and construction details when reviewing or approving any requests for patio screening. Ongoing maintenance is the sole responsibility of the unit owner.

2. A wreath or decoration on the front door which is not larger than thirty (30) inches in diameter and properly mounted using a hanger suspended from the top of the door

3. Up to four single shepherd hooks or two double shepherd hooks for hanging live floral baskets. The hooks shall be no taller than seventy-two (72) inches overall and placed in a mulched bed in the limited common elements. Floral baskets and empty shepherd hooks shall be removed at the end of the growing season (October 15). Fall blooming plants and shepherd hooks shall be removed by November 30. Natural color cedar deck flower boxes are also approved.

3. Up to four (4) flower or plant pots in the limited common element, excluding the area outside of the garage, which are not taller than the fence (if applicable) or taller than the

window sill or tallest shrub outside the fence in the limited common elements. Flower pots shall be removed after the growing season unless plants are year-round such as evergreens.

4. One small garden banner is allowed inside the fenced patio or deck area, but not to exceed the height of the lowest window sill if placed along the building.

5. Solar low voltage ground or landscaping lights with white bulbs in the limited common area, provided, however, approval for installing such lights must be given by the Board of Directors of the Condominium Association of Directors prior to installation. Only accepted styles and a specific number of lights are permitted. Those guidelines may be obtained from the Property Management Company.

7. Hoses may be stored outside from May 1 to November 1 in an approved covered box type container in a taupe or tan color. After November 1, the container and hose shall be removed and stored inside the garage.

8. Up to two (2) statues or flower bed ornaments are allowed inside the fenced area or in the common elements in the immediate area of the entry door (if you do not have a patio or deck) but they must:

   a. Not exceed twenty-four (24) inches in height and

   b. Be of a natural color similar to our building colors and material such as sand, stone, twigs, or vines. Painted statues are prohibited.

9. One outdoor thermometer transmitting unit not exceeding two (2) inches by six (6) inches affixed to the patio or deck fence.

B. Decorative and Other Items which **ARE NOT PERMITTED**

1. Wall plaques, including name/address plates
2. Windsocks, wind chimes, and large decorative banners (see above), pinwheels, etc.
3. Statues or statuettes, other than described above
4. Garden hose hangers
5. Inflatable decorations
6. Fencing of any type in the limited common elements or the common elements
7. Gazing balls
8. Flower bed edging material of any kind

C. Holiday Decorations

1. Seasonal lights and decorations may be placed in the limited common elements and/or on building exteriors provided the decorations do not damage the limited common elements including the building, gutters, or siding. No decorations shall be allowed on any 16' garage door. Repair of any damage caused by attachment to any structure shall be performed by the Association and the cost of those repairs shall be the sole responsibility of the unit owner. No ornaments or decorations are allowed on the roof or hanging from the roof.

2. December holiday decorations may be displayed no earlier than four (4) weeks before and two (2) weeks after the holiday. Other national holidays such as Easter, Memorial Day, July 4th, Labor Day, Halloween, and Thanksgiving may be recognized no earlier than two weeks before and one week afterward. See XVII TRASH COLLECTION, item I regarding proper and timely disposal of live Christmas trees and swags.

4. Yard displays, lighted or unlighted, are not permitted in the common elements.

VII. FLOWERS/LANDSCAPE PLANTS

A. Flowers

1. Annuals and perennials less than three (3) feet high may be planted in the following locations:

   a. Limited common elements of each home.

   b. No flowers may be planted around the base (mulch ring) of any trees.

   c. Maintenance of the flowers is the responsibility of the unit owner. Dead flowers/plants are to be removed at the end of the growing season. Flowers that may be damaged by the landscape maintenance crew are the sole responsibility of the unit owner and not the Association.

   d. Annuals which are not maintained during the growing season will be removed by the groundskeepers and the unit owner will be billed for removal.

B. Landscape Plants

1. Any planting of shrubs or trees outside a home must be approved in advance by the Board. Variance request forms are available from the Property Management Company.

2. Any new landscape shrubs or plants must be a species already in use in the community and which, at maturity, will not exceed three (3) feet. Trees may be taller than three (3) feet.

3. New planting by unit owners will become the property of the Association, which will provide future mulching, pruning and fertilization. However, should any one of the plants die, the unit owner is responsible for replacement.

VIII. EXTERIOR ALTERATIONS

A. No alteration, additions, fences, walks, 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.

B. Storm doors may be added at the unit owner's expense using an approved design and color. Information about approved storm doors may be obtained from the Property Management Company.

C. Any replacement items must be consistent with the type and design of the item installed initially. (e.g. unit owner may not use yellow-colored light bulbs.)

IX. WINDOWS AND WINDOW COVERINGS

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

B. Solar film may be installed on the inside of windows, although no mirrored or extremely dark film is permitted. The film shall not restrict visibly transmitted light by more than twenty-five (25%). One example of a film that is within the limit is the 3M Night Vision 25. NOTICE: The window manufacturer's (Lindsay) warranty may exclude failures or operating difficulties resulting from the use of films and coatings on the interior of the product. Contact the manufacturer for additional warranty information.

X. SIGNS

A. No signs may be hung or displayed from inside the windows except professionally prepared "For Sale" or "For Rent" signs or security system decals. * See Sections III and IV regarding leasing.

B. "For Sale" or "For Rent" signs shall not be larger than 24" x 24" and must be professionally prepared.

C. Professionally prepared political signs may be displayed in a unit's window or in the limited common area one month prior to an election and removed three days after said election. Such signs may be no larger than 24" x 24" and must be one that supports or opposes a candidate for public office or a referendum question. (Per WI statute 703.105(1m). This rule applies ONLY to candidates and specific referenda on the ballot. No other signs of a political nature may be displayed. Only one sign per unit per election is permitted.

D. No more than one sign may be displayed at a home.

E. No signs of any kind are permitted in any common element or limited common elements.

XI. NOXIOUS ACTIVITY

A. No noxious or offensive activity shall be carried on in any home or in the common elements; nor shall anything be done therein which may be or become an annoyance or nuisance to others.

B. Nothing shall be done or kept in any home or in the common elements that will increase the rate of insurance on the homes or the Common Elements, without the prior consent of the Association. No unit owner shall permit anything to be done or kept in his/her home or in the common elements which will result in the cancellation of insurance on any home or any part of the common elements, or which would be in violation of any law or ordinance.

C. No waste shall be disposed of or discarded in the common elements, including cigarette, cigar refuse and chewing tobacco.

XII. ANIMALS

A. No animals, livestock or poultry of any kind shall be raised, bred or kept in any home or in any of the common elements. Birds and fish, and not more than a total of two (2) dogs and cats, (i.e. two dogs, OR one dog and one cat, OR two 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.

B. All animals, when outdoors, shall be maintained on a leash not more than eight (8) feet in length.

C. Pets shall be licensed by the municipality if required, and owners shall possess proof that pets have been inoculated properly. If it becomes necessary, the Board of Directors of the Condominium Association has the authority to request proof of a pet's inoculations and license.

D. Animals shall be supervised by a responsible individual at all times. Such individuals are responsible for the immediate cleanup of all pet waste.

E. No pet shall be tethered outside in any common element or limited common element without the pet owner present.

F. If pet droppings or burn residue from urine are found to abound around a particular home, the Board shall assume that the damage was done by that unit owner's pet. The Board of Directors of the Condominium Association will have that area cleaned and re-landscaped as necessary. The unit owner will be responsible for the payment of all costs and appropriate fines.

G. Unit owners whose pet(s) create a nuisance by disturbing the peace in the community, e.g. barking and other noxious noises, will be initially warned of the problem. If violations occur after the initial warning, the unit owner may be required to remove the animal from the community permanently.

H. 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.

I. It is suggested that ID tags with owner's name/address shall be displayed on pets at all times.

XIII. PARKING/VEHICLES

A. No boats, trailers, motor homes, trucks larger than a 3/4 ton pickup, ladder trucks, travel trailers, snowmobiles, jet skis, motorcycles, and ATVs or any vehicle with commercial advertising may be parked on any street or parking space overnight.

B. Other vehicles used for recreation (RVs and van conversions) which cannot be parked inside a garage, are permitted to be parked in the limited common elements (in front of garage) for up to forty-eight (48) hours to allow for loading and unloading. Such vehicles must not block normal access of other unit owners. Commercial moving vans, when conducting contract business, as well as other commercial trucks when in the area to perform service or repair work, are an authorized exception.

C. All parking whether by unit owner or guest(s) must be:
1. Within the garage, or
2. in the limited common elements in front of the garage door, or
3. along the street. It should be noted that overnight parking in The Towns at Vista Run is not allowed.

D. Parking at the Clubhouse is reserved only for those using the clubhouse.

E. No vehicles shall be parked in any manner, which blocks any street or driveway, other than the owner/resident or guest parking within their own ingress/egress to their own garage.

F. Vehicles which cannot be identified as belonging to an owner, parked in any common or limited common element for more than 48 consecutive hours are subject to being towed off the premises at the vehicle owner's expense.

G. Reckless operation, speeding, and parking or driving off paved roadways or drives are prohibited.

H. No vehicle repairs are permitted in the common or limited common elements except for short-term emergency work (flat tire, battery charge, etc.)

I. Inoperable vehicles (i.e., those with flat tires, expired license tags, etc.), which cannot be identified as belonging to a unit owner/resident, and vehicles parked in any common or limited common area for more than 48 consecutive hours will be towed off the premises at the owner's expense.

J. Vehicles leaking fluids that damage blacktop surfaces (motor oil, brake or transmission fluid, and coolants) must be parked inside the unit owner's garage. Resulting asphalt damage will be repaired by the Association and at the unit owner's expense.

K. For security reasons and aesthetics, overhead garage doors shall be closed at all times when the garage is not in active use.

XIV. TRASH COLLECTION

A. Trash containers must be supplied by the unit owner and cannot be set out before 8:00 p.m. (Summer) or before dusk (Winter) the night before pickup. Trash containers should be set out before 7:00 a.m. on the morning of scheduled trash pickup to guarantee service.

B. Only trash containers with secure lids are permitted. All trash receptacles and lids must be marked with unit owner's address.

C. Securely fastened plastic bags not in containers are permitted only if put out after 5:00 a.m. on collection day to prevent possible scattering of trash.

D. Recycling is permitted and encouraged using the municipality approved containers. These can be obtained from the municipality.

E. Trash containers must be picked up and put away by 9:00 p.m.. the day of collection. Arrangements must be made for the removal and storage of trash containers if one will be away the day of collection.

F. Trash containers, when not set out for collection, must be kept inside the garage. Unit owners are responsible for clean up of any trash spillage from their containers.

G. No hazardous materials (paint, flammable materials, acids, etc.) may be placed in trash containers for collection. Unit owners are responsible for the disposal of ALL such items at designated and appropriate sites.

H. Unit owners using the municipal Christmas tree disposal/recycling service should confirm pickup dates with the Village and put out trees ONLY when pickups are scheduled for this area. If one misses the date, the unit owner is responsible for proper disposal of said tree. If the Association must arrange for pickup and disposal, the unit owner will be charged accordingly.

XV. FEES

A. The fees levied by the Association are used exclusively to promote the health, safety, and welfare of all the unit owners of The Towns at Vista Run and for the improvement and maintenance of the common elements and the limited common elements for the good of the community.

B. Condominium dues are an annual assessment payable in monthly installments. In the event that a unit owner defaults on a monthly payment, the Association may file a lien on the home, accelerating the fees through the calendar year. In the event that the account is not brought current in a timely manner, the Association may also pursue foreclosure.

C. Condominium fees are due on the first day of each month. Fees received on or after the 10th day of the month must include a $30 late charge. Once the payment is 30 days past due, there will be an additional $60 late charge. Electronic withdrawal can be arranged through the Property Management Company. The Association exercises the full power of the law to collect past due fees to protect the assets of the Association.

D. Collection process: After an Association member's account is

(1) **10 days Past Due**, the Property Management Company sends the unit owner a late notice of the overdue payment.
(2) **30 days Past Due**, the Property Management Company sends a demand letter to the owner; the Association attorney sends intent to file lien letter by certified mail stating that all expenses

incurred in the collection process including legal fees are the responsibility of the unit owner and notification is sent to a credit bureau.
(3) **60 days Past Due**, the Association files a lien against the owner's property to secure the assets of the Association in the case that the property title would be transferred, and notification is sent to the credit bureau.
(4) **90 days Past Due**, the Association initiates foreclosure proceedings against the unit owner through the Association's Attorney. Once the foreclosure and the Washington Co. Court has awarded the Association a judgment, the property will be sold at a Sheriff's Sale.

E. In the event that a unit owner becomes delinquent, any legal costs associated with the collection of these fees are assessed to the unit owner in accordance with the Condominium Declarations.

F. Only owners in good standing, with fees current, are permitted to serve on committees, to vote for the election of Directors, and to vote on Association issues in special elections.

XVI. Solicitation and Garage Sales

A. Solicitation by commercial enterprises is not authorized within the community.

B. Garage sales and tag sales are prohibited unless approved by The Towns at Vista Run Condominium Association as a planned community activity.

XVII. Amendments - The Rules & Regulations Committee will review changes to the Rules and Regulations submitted by the Board of Directors of the Condominium Association and other committees in March/April of each year for consideration by the Rules Committee for submission to the Board of Directors of the Condominium Association. Although emergencies can arise, changes should be made sparingly to promote stability and understanding, and therefore, compliance.

APPENDIX

Rules and Regulations Violation Notice and Correction Procedure

1. The Property Management Company must confirm and validate the reported violation.
2. Once validated the first violation letter will be sent to the unit owner who is in violation.
3. Ten (10) days later, a re-inspection shall be performed by the Property Management Company for compliance.
4. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
5. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with the repair will be assessed to the unit owner's account.
6. If the violation has not been corrected and brought into compliance, a second letter will be sent to the unit owner who is in violation.
7. Ten days later, another re-inspection shall be performed by the Property Management Company to check for compliance.
8. If the violation has been corrected and no damage was caused, the case shall be considered closed and all documentation shall be placed in the appropriate file.
9. If the violation has been corrected and damage is in need of repair, the Property Management Company will arrange for restoration and any costs associated with this repair will be assessed to the unit owner's account.
10. If the violation has not been corrected and brought into compliance, a third letter will be sent to the unit owner who is in violation. At this time the unit owner's account will be charged a $50.00 assessment.
11. An additional charge of $5.00 will be assessed to the unit owner's account for each subsequent day the violation is not corrected.
12. At the end of a thirty (30) day period from the date of the initial violation notice, the Association has the right to arrange for the correction to be performed. Any costs associated with this correction will be assessed to the unit owner's account.
13. The unit owner has the right to appeal this charge and /or assessment by filing a "UNIT OWNER REQUEST FOR A HEARING" form with the Property Management Company.
14. A hearing will be scheduled by the Property Management Company to be included on the agenda of the next scheduled Association Board of Directors meeting.
15. Pending disposition of the Board of Directors, all assessments will continue as scheduled.
16. If the same violation occurs with this unit owner, a $50 fine will immediately be assessed with an addition $5.00 assessed for each subsequent day.
17. The Association has the right to pursue any means at its disposal to collect this assessment up to and including filing a lien against the unit owner's property.