

Rules and Regulations
The Villas of Racine Condominium Association, LTD

Order: PS6HQCLYP
Address: 1052 Stratford Ct # 201
Order Date: 09-09-2024
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The Villas of Racine

Administrative Rules and Regulations

Date Adopted: August 11, 2023

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The Villas of Racine Board of Directors has the power to adopt and amend Rules and Regulations from time to time pursuant to the Bylaws. As such, the Board has adopted the following Rules and Regulations: administrative rules in addition to rules contained in the Declaration and By-Laws.

DEFINITIONS

The board defines the following terms when used in Villas of Racine Rules and Regulations:

- a. Vehicle is defined as anything on wheels or tracks propelled by a motor or an engine.
- b. Bicycle is defined as anything on wheels or tracks that is motorized, including scooters.
- c. Fixer-up Vehicle is defined as a vehicle that has any of the following conditions: It does not run or runs only sometimes. It has one or more flat tires. It has significant body damage or the body is falling apart. Any part of the car sits on something other than its own wheels.
- d. Direct Family Member is defined as a spouse, fiancée, domestic or life partner, parent, grandparent, sibling, son, daughter, aunt, uncle, niece, nephew, grandson, granddaughter, a first cousin, father in-law, mother in-law, brother in-law, sister in-law.
- e. Designee of the Board or Manager is defined as a person or contractor appointed, hired or contracted by the board or manager to conduct official Association business.

Rule Number	Rule Title	Page Number
1	Collection Policy	4
2	Rule Enforcement and Grievance Procedure	5
3	Grievance Committee Rules and Procedure	6
4	Owner Contact Information and Emergency Contact Form	7
5	Owner Replacement of Exterior Facing Unit Elements	7
6	Security Cameras	7 & 8
7	Clubhouse Rental	8
8	Pool, Hot Tub, and Workout Room Use	8
9	Animals	8 & 9
10	Streets and Parking	9 & 10
11	Use of Common Areas	10
12	Satellite Dishes and Outdoor Antennas	10
13	Grills	11
14	Outdoor Faucets	11
15	Under Balcony Dryspace Installation	10
16	Balcony Awnings	12

RULE 1 – COLLECTION POLICY

1.	The regular monthly assessments are due on the first day of each month.
2.	Special assessments, as may be levied from time to time by the Board, and/or any installment thereof, shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the special assessment.
3.	Any fines, penalties, or other charges assessed against a Unit Owner shall be due on or before the date or dates stated in the Board's notice to the Unit Owners informing them of the fines, penalties, or other charges.
4.	All payments received will be applied to the oldest amounts due on record. Payments tendered for current amounts due will not be accepted by the Association if the instrument of payment is drafted with a future date (i.e., a postdated check).
5.	The actual date of the Association's receipt of a payment, as reflected on the ledger of the Association, shall control as to the date that payment was made.
6.	In the event a Unit Owner ever submits a payment which is thereafter returned for any reason (e.g. insufficient funds or account closed), the Unit Owner shall be automatically assessed \$50.00, or the actual costs incurred by the Association because of the return of the payment, whichever is greater.
7.	No statement of "payment in full," "accord and satisfaction," or other similar notation on or accompanying any payment shall be binding on the Association, unless the statement is written in "red," the check or payment instrument is mailed to the attention of the Board of Directors and the reduced payment amount is accepted by motion of the Board of Directors. However, if the Unit Owner has knowledge that the account has been referred to legal counsel for collection, then the payment must be mailed to the Association's attorney pursuant to point 11 below.
8.	A late fee of \$50.00 shall be assessed against a Unit owner for any payment not received by the Association by the fifth (5th) day after its due date. This late fee assessment shall be made upon each failure by the Unit Owner to remit good and timely payment of any assessment or installment thereof. In addition, unpaid assessments will incur interest at a rate of 1.5% per month (18% per annum) until paid.
9.	The basic collection system of the Board shall be as follows: a. At 15 days past due, a board member or the property manager may call the delinquent owner; b. At 30 days past due, a past due notice may be sent; c. At 45 days past due, a second past due notice may be sent; and d. At 60 days past due, the matter may be referred to the attorney for collection. e. At 90 days past due, the matter shall be referred to the attorney for collection.
10.	An administrative fee of \$100.00 shall be assessed against a Unit Owner when a matter is turned over to the Association's attorneys for collection. The Unit Owner is responsible for all costs and actual attorneys' fees incurred by the Association in connection with collecting the Unit Owner's past due balance.
11.	Once a Unit Owner is notified or becomes aware that its account has been referred to legal counsel, then all future payments, until the account is current, must be submitted to such legal counsel for proper application of same, unless the Association's attorney directs the Unit Owner in writing to pay in some other manner. Unit Owners in collection will not receive further statements from the Association's property manager, and their online access to their account balance will be suspended until their account is brought current. Unit owners are responsible for all legal fees charged for collection activities.

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RULE 2 – ENFORCEMENT AND GRIEVANCE PROCEDURE

1.	The following is a schedule of the fines that will be imposed for non-compliance with the Declaration, Bylaws, rules, regulations, covenants, conditions or restrictions (herein collectively “Condominium Documents”): A. A WRITTEN WARNING for a Unit Owner or resident’s first violation of the Condominium Documents. In addition, a member of the Board may attempt to contact the offending party to explain the violation and the need that all residents and Unit owners comply with the Condominium Documents. B. FIFTY DOLLARS (\$50.00) shall be assessed against a resident or Unit Owner for a second violation of the Condominium Documents (or for the violation that remains after the Unit Owner has received the warning letter discussed in 1.a). The second violation does not need to be the same violation as the first violation in order for the \$50 fine to be assessed. C. ONE HUNDRED DOLLARS (\$100.00) shall be assessed against a resident or Unit Owner for each successive violation of the Condominium Documents. D. Notwithstanding paragraphs (a-c) immediately above, FIVE HUNDRED DOLLARS (\$500.00) shall be assessed for each violation of the Condominium Documents, when in the sole opinion of the Board of Directors the violation meets one or more of the following criteria: • The violation is in direct defiance of a previous mandate from the Board of Directors. • The violation was malicious in its intent. • The violation is evidence of a pattern of the resident’s or Unit Owner’s noncompliance with the Condominium Documents. • The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined (<i>i.e. if alterations are made that cannot be restored to their original state</i>).
2.	Each day that a violation exists shall be a new violation subject to fine at the discretion of the Board.
3.	Attorney Fees A. The Board may also assess a unit owner who has violated the Condominium Documents for the actual attorney fees incurred associated with reviewing the facts and Condominium Documents and advising the Board. B. In the event that the Association retains an attorney to collect any funds due, enforce any rule within its governing documents, bring any claim against a unit owner or defend any claim or allegation by a unit owner, including any counterclaim, the Association shall, if it is the prevailing party in the claim or defense, be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. In the event that the Association retains an attorney to represent the Association’s interest in a suit filed by the unit owner’s mortgage company in which the Association is a named defendant, the Association shall be entitled to collect from the unit owner all of its costs and expenses, including reasonable attorney fees. This Rule does not apply to owners’ fair housing complaints, neither State nor Federal.
4.	Any Unit Owner or resident who has been accused of violating the Condominium Documents or been fined may demand that the matter be heard by a Grievance Committee. Such demand must be in writing and provided to the Board of Directors within 14 calendar days of the notice of the violation or fine. If no demand is made within 14 calendar days, then the finding of a violation and/or fine shall be final and binding. If a demand is timely made, the matter shall be submitted to the Grievance Committee within seven (7) days.

RULE 3 - GRIEVANCE COMMITTEE RULES AND PROCEDURES

1.	The Grievance Committee shall consist of three (3) members at large of the Association who are chosen by the Board. The members at large shall not be officers or members of the Board of Directors of the Association.
2.	The Grievance Committee may either be a standing committee, with each member serving for one (1) year, or the committee may be ad hoc and appointed on an as-needed basis by the Board of Directors.
3.	For any grievance hearing, a majority vote of the Committee will determine the action and decisions of the Committee.
4.	Members serving on any Grievance Committee must not be directly involved in the specific dispute at hand.
5.	Upon receipt by the Grievance Committee of a grievance, the matter shall proceed as follows: 1. A letter shall be sent by certified mail, return receipt requested, informing all parties: • Of the time, place, and date of a hearing before the Grievance Committee. • Of the right to counsel. • That evidence shall be received and a record made whether or not the party complained against attends. 2. The hearing shall be divided into two (2) sections: The hearing, The determination and decision. 3. The Hearing Section shall be open to only the Grievance Committee, the parties involved, their attorneys and witnesses. 4. The Determination and Decision Section of the meeting shall be open only to the Grievance Committee, and possibly the attorney for the Association if so requested by the Grievance Committee. The decision will be rendered in writing to all concerned parties within five (5) business days of the hearing. 5. If the complainant, or their representative, fails to appear at the hearing without a valid excuse acceptable by the Grievance Committee, the grievance shall be dismissed without prejudice and reasonable and necessary costs incurred by the responding party assessed against the complaining party. 6. If the alleged offender fails to appear, the complainant must prove his/her grievance and no presumption shall be made against the alleged offender for non-appearance. 7. The burden of proof shall be on the complainant to prove the grievance by a preponderance of the evidence. 8. The decision of the Grievance Committee is final and binding. There shall be no appeal of the decision absent evidence that: • The award was procured by corruption, fraud or undue means; • There was evident partiality or corruption on the part of the Grievance Committee, or any of them; • The member of the Grievance Committee was guilty of misconduct in refusing to postpone the hearing, upon sufficient cause shown, or in refusing to hear evidence • pertinent and material to the controversy; or of any other misbehavior by which the • rights of any party have been prejudiced; • The Grievance Committee exceeded its powers, or so imperfectly executed them that a mutual, final and definite award upon the subject matter submitted was not made.

RULE 4 – OWNER CONTACT INFORMATION AND EMERGENCY CONTACT FORM

1.	Unit owners shall submit a complete Owner Information and Emergency Contact form within 30-days of unit purchase. This includes a working phone number and email address. The Property Manager and Board must be able to contact owners in case of emergency. Additionally, the Property Manager and Board communicate most information to owners using email.
2.	Owners shall update this form as soon as changes are made in order to keep the contact information current.

RULE 5 – OWNER REPLACEMENT OF EXTERIOR FACING UNIT ELEMENTS

1.	Unit owner shall inform the Board in writing via the architectural change form, and have board approval, prior to making any changes to exterior facing unit elements (windows, balcony doors, exterior doors, garage doors, exterior light fixtures, balconies).
2.	All installation work will be done at the owner's expense.
3.	The owner assumes all responsibility for the work necessary to install the element including but not limited to the workmanship of the installation, all local, state, and federal codes, and regulations. The Board and the HOA have no responsibility and will be held harmless.
4.	The owner shall comply with standards where such exist. Failure to comply with a standard will result in the owner having to bring the element into compliance at the owners expense.
5.	Screen Door – Menards carries the Larson, Lakeview full view screen door and Larson Lakeview full view split screen. Not the mid-view or the high-view version but full view. It should be white, and the handle can be whatever color you like. Front Doors – Menards carries the Mastercraft Six Panel door. They come with a top light or without. The top light is very nice for the lower units as they allow more light to come into the unit. The upper unit must have divided sidelights when replacing the entire door kit. The front door should be painted according to the color scheme of the building. The HOA has paint in the back hallway of the clubhouse for owners to use. Windows and Patio Doors – Owners may choose their own brand and opening mechanism. The only standards are white with a screen, and they must follow the divided light scheme. Windows are six over six, the balcony is five rows of four, and the transom window is eight. Garage Doors – Owners can choose their own brand and installation company. The only standards are they must look like all the others and the color is sandstone. Balconies and Outdoor Lights – The deck boards, top rail and spindles on the balconies can be wood or a composite material. They just need to be a similar color to balcony paint. The deck board can be whatever composite color you like, no one will see it but you. The outdoor lights should be like the style currently there.

RULE 6 – SECURITY CAMERAS

1.	With respect to any and all Security Cameras placed by the Association on Common Element, the following Rules shall apply: a. The Association's Board members and property manager are the only parties who control access to the security cameras' video footage. b. No homeowner is allowed to view the footage, except as noted below.
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	c. Board members and the property manager are only allowed to view the footage at their discretion for the purpose of addressing security threats and assisting in the prosecution of criminal conduct and/or governing document violations. d. For homeowners, if an incident occurs involving them, the Board can, in its sole discretion, share the footage with the homeowner and/or the police/investigator.
2.	Homeowners are allowed to have security cameras that face common areas. Owners shall not have cameras that deliberately point into their neighbors' units. Any camera allowed to be installed must be used in an appropriate, professional, ethical and legal manner consistent with all existing applicable laws and Association policies. Cameras will be limited to situations that don't violate the reasonable expectation of privacy as defined by law.
3.	The function of surveillance cameras is to assist in protecting the safety and property of the Association, its members and guests. Accordingly, any camera used on the property is subject to the following: i. The primary use of surveillance cameras will be to record images for future identification of individuals in the event of legal or policy violations. ii. Any images or recordings from cameras located on the exterior of any unit or which captures images outside of units shall be available to the Board on request; iii. All images or recordings must be maintained by the unit owner or resident for a period of at least 7 days; iv. If an incident occurs that is substantiated with surveillance camera data and a member, resident or guest (child or adult) is involved, either as a victim or suspect, the data shall be transmitted to the Board or the property manager by the unit owner or resident who owns or controls the camera. If/when installed cameras are removed, all costs to repair and restore damaged common element are the unit owner's responsibility

RULE 7 – CLUBHOUSE RENTAL

1.	All owners must be current on HOA fees in order to rent the clubhouse.
2.	All instructions on the clubhouse rental agreement form must be followed. This form is available on the owner portal.

RULE 8 – POOL, HOT TUB, AND WORKOUT ROOM USE

1.	Owners must be current on HOA fees in order to use the pool, hot tub, and workout room.
2.	All instructions on the access fob agreement form must be followed. This form is available on the owner portal.

RULE 9 – ANIMALS

1.	Animals shall not be kept, housed, caged, or left alone on any common or limited common areas (any area outside of the unit) or garage at any time.
2.	Animals are expressly prohibited from being in the pool area, the workout room and clubhouse.
3.	Animal waste bins are to be kept inside of the garage only.
4.	No more than two (2) animals shall be allowed in a Unit.

5.	An owner shall be required upon written request by the Board, to remove an animal from the owner's unit that has been determined to be an unreasonable nuisance. The Board and or its designees shall have the right to determine what constitutes an unreasonable nuisance.
6.	Animal waste shall be picked up immediately from the common and limited common areas.
7.	Animals shall be on a leash at all times in the common and limited common areas. The leash shall be no longer than 10 feet and the animal must be under complete control of the human companion at all times.
8.	Animals must not be left unattended on a tie out in the common area.
9.	The Village of Mount Pleasant has ordinances for the keeping of animals owners are to be review and comply with them.
10.	Examples of unreasonable nuisance behavior includes but is not limited to the following: • Animals whose unruly behavior causes personal injury or property damage. • Human companions repeatedly fail to pick up the animal's waste from the common area and limited common area. • Animals that make noise continuously and/or incessantly for a period of ten minutes or intermittently for one hour or more to the disturbance of any person at any time of day or night. • Animals which continuously cause foul odor problems for neighbors. • Animals that relieve themselves on walls or floors. • Animals in common areas that are not under the complete physical control of a responsible human companion and on a hand-held leash of no more than 10 feet in length or in an animal carrier. • Animals that exhibit aggressive or other dangerous or potentially dangerous behavior. • Animals that are conspicuously unclean or parasite infested.

RULE 10 – STREETS AND PARKING

1.	Speed Limit on all streets is 15 miles per hour.
2.	All vehicles and bicycles shall comply with all posted traffic signs. Most streets and all cul-de-sacs are one-way traffic only. No wrong way driving on the roads allowed. This includes going the wrong way to access the mailboxes
3.	Vehicles must be able to legally operate on any street, be drivable and legally registered. Golf carts, go carts, ATV's, snow mobiles, dirt bikes, minibikes, mopeds, recreational scooters, and the like are prohibited from operating on any street, sidewalk, or common area.
4.	No vehicle or bicycle shall be parked, driven or used on any mulched, grassed or lawn areas, except by the board, manager or official designees of the board or manager for Association business (e.g. grass cutting, lawn repair and snow management) or except when special permission is granted.
5.	You may not block another's garage. If parking on the driveways, park inside of the plane of the garage door and no further than the light fixture on the wall between the garages. Parking on the parking pads in front of the garages is vertical only, no horizontal (sideways) parking.
6.	Vehicles other than a personal use vehicle (sedan type, SUV, crossover, pick-up truck) may not be parked at the Villas unless there is prior approval for short term parking by the board. This means RVs, trailers, boats, campers, moving vans/trucks, work trucks, dump trucks, buses, tow dolly, tractor trailers, boats and the like must have prior board approval be parked at the Villas.

7.	"Fixer up" vehicles are not permitted to be parked outside. See the definition of a fixer up vehicle in the definitions section.
8.	Vehicles shall not drip fluids on the parking pads or streets, owners are responsible for cleaning up any fluids from their vehicle.
9.	Common parking areas are limited to 7-days only. This means your guests may not park in one spot for more than 7-days, without express permission from the Board.
10.	Moving pods and roll off dumpsters are allowed on the premises for up to seven days with board approval. The board may grant the owner additional time on a case by case basis.

RULE 11 – USE OF COMMON AREAS

1.	Violators of this rule may be fined plus be responsible for the cost to repair any damage.
2.	No gazebos, tents, stakes, poles or any structure may be erected on or placed in the common grounds without prior written approval from the board. Bounce house (s) are prohibited.
3.	Owners may not prevent another owner from accessing the common areas or the common outdoor water faucet.
4.	Owners may not alter, mow, trim, the common areas without prior approval from the board.
5.	Owners may not throw, dispose of, dump, or clean anything in the ponds.
6.	All Christmas/holiday lights and displays shall be turned off and taken down by January 31st. Large blow up displays are prohibited, for any holiday or other occasion.

RULE 12 – SATELLITE DISHES AND OUTDOOR ANTENNAS

1.	The following rule applies to any owner who installs a satellite dish, C.B., television, or other antenna. The rule does not apply to the extent that it conflicts with applicable law: • Owners must notify the Board in advance of installing a satellite dish or antenna. • No satellite dishes or antennas may be placed in the common area or attached to the building. • In the event that adequate reception quality cannot be achieved by installation on the unit's balcony/patio/deck, application may be made to the Board of Directors with a proposed alternative placement for the Board's review. • Satellite dishes shall be professionally installed and may not be larger than 3 feet in diameter. Wiring for the dish must be installed through the front or side of the unit and may not penetrate the buildings' masonry exterior. All wires must go through part of the "unit" as defined in Association Documents (windows, doors, door frames, etc.). • Satellite dish and wiring must be removed upon termination of service or sale of the unit, whichever occurs first, and any common or limited common area affected during removal must be returned to its original condition at owners' expense within 30 days after removal. If the seller does not pay for the expense, the buyer (new unit owner) will be responsible for the cost.
2.	The location does not interfere with other utilities or Association operations.

RULE 13 – USE OF GRILLS AND FIREPITS

1.	Gas and charcoal grills or fire pits/rings cannot be used under a balcony on a balcony, in the garage and must be away from the building. They must be put away immediately after they have cooled off. They may not be stored in the common areas.
2.	The fire department recommends that gas and charcoal grills or fire pits/rings be used safely at least 20 feet from the building.
3.	Electric grills and fire pits/tables are permitted to be used on and under balconies, but they must be kept away from the building.
4.	Owners are responsible for any damage to the buildings, the grass, any other common element or to another unit caused by the use of their grill.

RULE 14 – OUTSIDE WATER FAUCETS

1.	Lower unit owners shall turn outside faucets off and drain outside tap by November 1st each year. Lower unit owners shall not turn outside faucets on earlier than April 1st in the year.
2.	Outside water faucets are a common utility and are available to any owner for use. No one shall attempt to prevent the use of the water faucet.
3.	Lower unit owners who leave their units unattended for the winter months, shall maintain their unit at no less than 50 degrees Fahrenheit and leave doors to furnace room open so that warm air is able to enter the furnace room and prevent water piping in the room from freezing. <u>(See photos that follow below).</u>



Outside Tap located near patio



Turn valve (circled in red below) for outside tap off in the winter and drain the water out from outside by turning the water on, on the outside faucet, then turn the water handle off after water is drained out.

RULE 15 – DRY SPACE INSTALLATION

1.	The Board has approved the use of the product commonly called “Dry Space” which may be installed under the balcony. See the photo below.
2.	Unit owners shall inform the Board in writing before they install the product on the deck. If the request is from the lower unit, they must first have permission from the upper unit as the balcony belongs to them.
3.	• If the product is not properly installed, the Board reserves the right to require that it be taken down or corrected. • The color shall match the color of the deck. • The panels shall be taken down and cleaned at least once per year. • If damage results to the deck or building because of installation or weather, the unit owner shall be responsible for repairs.



RULE 16 – BALCONY AWNING INSTALLATION

1.	Unit owner shall inform the Board in writing before they install an awning over the balcony doors.
2.	All work to install and remove the awning will be done at the owner’s expense.
3.	Awnings can be taupe or tan in color, can be manual or mechanical operational and must not overhang the balcony.
4.	Awnings are not designed to be left open 24/7. The awning should be used when you are at home and the weather is not too windy. Windy conditions can damage the awning and possibly the building.
5.	The owner assumes all responsibility for the work necessary to install the awning including but not limited to the workmanship of the installation, all local, state, and federal codes and regulations. The Board and the HOA have no responsibility and will be held harmless.