



VILLAS OF LAKE RIDGE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS



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VILLAS OF LAKE RIDGE CONDOMINIUM ASSOCIATION, INC.

RULES AND REGULATIONS

The below listed rules and regulations are adopted by the Board of Directors and are binding on members as referenced in the Declaration and By-Laws of the Association.

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Rules and Regulations

1.0 Introduction

1.1 Definitions

Definitions are those used in the above association documents. In particular, unless otherwise stated, the Association refers to the Villas of Lake Ridge Condominium Association Inc. The Board refers to the Board of Directors for said Association. Common elements include General Common and Limited Common and are described in section 1.7, 2.1 and 2.2 of the Declaration.

1.2 Additional Restrictions

These rules are in addition to the restrictions in the Association Declaration and By-laws. Several topics are addressed in more than one of these documents and by local ordinances. Owners and residents are encouraged to become familiar with the contents of all these documents.

1.3 Scope and Effectivity

These rules are approved by the Board of Directors and are binding on Members as referenced in the Declaration and By-laws of the Association. When approving By-laws and amendments, the Board may, at its discretion, subject to questions to secure the opinions of Membership by non-binding referendum using a ballot or survey.

2.0 Pets/Animals

(See additional restrictions on pets in both the Declaration and By-laws.)

2.1 All animals must be registered with the Villas of Lake Ridge Condominium Owner's Association. (Contact the Management Company to initiate the Animal Registration and Permitting Procedure.)

2.2 Animals shall be properly licensed and tagged as required by ordinances of the City of Port Washington.

2.3 The number of animals (see Association By-laws) is restricted to no more than two (2) dogs or two (2) cats, or one (1) dog and one (1) cat. **Weight shall not exceed 30 pounds, when full grown**

2.4 Exotic pets such as alligators, snakes or wild animals are prohibited.

- 2.5 Animals must remain on a leash and be attended at all times when outside in the common area.
- 2.6 Animal owners and/or animal keepers shall IMMEDIATELY clean up after the animal.
- 2.7 Animals must be attended at all times when on the patio, deck or in an open garage.
- 2.8 No animals shall be allowed to create a nuisance, unreasonable disturbance, or undesirable behavior, whether inside a unit or outside. A unit owner and/or animal keeper is responsible for the actions of animals or anyone living in or visiting his/her unit, and for the repair of any damage to the Common Element property deemed necessary by the Board of Directors or the Management Company.
- 2.9 Dogs that continuously or intermittently bark, and dogs which are vicious, are prohibited by Port Washington City Ordinance (11.02.120).
- 2.10 The following canine breeds or **breed mixes** are PROHIBITED for the safety of the Villas of Lake Ridge residents: Pit Bull, German Shepherd, Doberman Pinscher or Rottweiler.
- 2.11 Feeding of birds must be done in **an enclosed** bird feeder only. Limit of two bird **rodent resistant** feeders, to help deter and manage rodent infestation. Feeding wild animals including **deer and** wild fowl (such as ducks and geese) is prohibited. Feeders must be hung 5 feet above ground level.

2.11a Feeders hung in common areas are prohibited due to landscape maintenance.
- 2.12 No animal shall be tied, chained, or staked to a building, grounds, plantings or other common element item, placed in a cage upon common elements, or otherwise left unattended outside a unit or open garage at any time.
- 2.13 Each unit owner or resident shall immediately reimburse the Villas of Lake Ridge Condominium Owners Association for any expenditures incurred in repairing or replacing any part of the Common or Limited Common areas in any manner damaged by pets.

3.0 Patios/Decks

- 3.1 Air drying of laundry, carpeting, rugs or clothing on patios, decks or porches is prohibited.
- 3.2 Unit owners or residents may put containerized flowers and plants on their patio or deck, as long as such plants do not obstruct the view of any other owner.
- 3.3 Storage of motorcycles, mopeds, strollers, bicycles, children's toys, and pet toys, pet enclosures, wagons, playpens, or storage containers is prohibited on patios or decks.
- 3.4 Electronic bug zappers, banners, windsocks, wind chimes, large bird baths, fountains are prohibited on patios, decks, porches, or open garages.
- 3.5 Gas-fired and charcoal grills are prohibited on wooden decks, balconies, under any overhanging portion of a structure, or within 10 feet of a structure. Electric grills are allowed; they must be attended when in use. (Ref NFPA 1). (See 5.1)
- 3.6 Hanging objects on either the garage coach light, patio coach light or porch light is prohibited, with the exception of lightweight holiday decorations such as bows or ribbons.
- 3.7 **Hanging or mounting objects on brick or siding surface is prohibited.**
- 3.8 Hanging or mounting holiday lights and decorations on the aluminum siding or brick walls is prohibited.
- 3.9 Each unit owner or resident shall immediately reimburse the Villas of Lake Ridge Condominium Owner's Association for any expenditure incurred in repairing or replacing any part of the patio or common element, damaged by his/her or any member of his/her family, tenant, employee or other user or occupant of his/her unit.

4.0 Building Exteriors

- 4.1 Hanging objects on the entry door coach light is prohibited, with the exception of lightweight holiday decorations such as bows or ribbons.

- 4.2 Tampering with any solar light sensor or irrigation system control box is prohibited without the written permission of the Board of Directors or the Management Company.
- 4.3 **For a shared entry address** hanging and/or mounting objects on wood column, brick column, brick wall, porch, balcony, or aluminum siding surface area is prohibited. No flag brackets are allowed except for the American flag, and then only with small brackets on wood columns with the approval of the Board of Directors or Management Company. Brackets must be removed prior to periodic repainting.
- 4.4 Hanging and/or mounting objects on any roadway light pole is prohibited, without the written permission of the Board of Directors or the Management Company.
- 4.5 Radio or television antennas may not be installed without prior written permission of the Board of Directors or Management Company. Such antennas may not be installed on roofs, siding, or brick surfaces.
- 4.6 Satellite dish installation is prohibited without the prior consent and approval of the Board of Directors. The following guidelines were developed to handle a unit owner's or resident's request to install a satellite dish and to establish what is needed on the part of the unit owner or resident to receive prior consent and written approval from the Board of Directors.
 - 4.6a All satellite dish requests must be made in writing to the Board of Directors or the Management Company.
 - 4.6b All requests must include a diagram of where the dish will be placed and specifications on how it will be installed.
 - 4.6c All installers must provide a copy of an insurance certificate.
 - 4.6d All unit owners or residents must sign a "hold harmless" agreement with the Association.
 - 4.6e Satellite dishes may not be installed on the roof or siding of the building. Violation of this process will result in a \$300.00 assessment. In addition, the unit owner will be required to remove the satellite dish and to repair, to the satisfaction of the Board of Directors, any damage to the building.
 - 4.6f Installation of wiring feeds may not exceed the height of two feet when penetrating through the building exterior.

- 4.6g Any wiring running on the exterior of the building may not exceed 15 feet in length.
- 4.6h No satellite dish height shall exceed the height of the windowsill. 4.6i Violation of any of these guidelines (with the exception of 4.6e guideline) will result in a \$50.00 assessment.
- 4.7 **No reflective film or similar type of window glare treatment shall be placed or installed on the inside of any unit window glass without written permission of the Board of Directors or the Management Company.**
- 4.8 Performing vehicle maintenance and/or restoration in a garage or common element area is prohibited with the exception of performing oil changes or lubricating a vehicle in the unit owner's garage.
- 4.9 Each unit owner or resident shall immediately reimburse the Villas of Lake Ridge Condominium Owner's Association for any expenditures incurred in repairing or replacing any part of the building's common element in any manner damaged by him/her, any member of his/her family, any tenant, employee or other user or occupant of his/her unit.
- 4.10 Any changes to the exterior appearance of the buildings are prohibited without approval of the Board of Directors or Management Company.
- 4.11 Entry doors with no windows need to be a steel or fiberglass insulated 6-panel door style and must remain white in color. If a door with a window is to be added, the window must be towards the upper area of the door and the window size cannot exceed 22 inches wide by 10 inches tall and needs to be triple pain insulated glass.

5.0 General Grounds

- 5.1 Use of fire pits is prohibited. Use of gas or charcoal grill is prohibited within ten (10) feet of building.
- 5.2 Burying flowerpots or planters in any existing mulched shrub bed, flower bed or tree ring area is prohibited.
- 5.3 Adding or mixing non-approved bark, cocoa beans, ground wood chips or decorative stones to the existing shredded river mulch material is prohibited in **tree rings in common areas.**

- 5.4 Removing or altering any planted flowers, shrubs, bushes, or trees **in common areas** is prohibited without written permission from the Management Company, the Board of Directors, or its designated committee.
- 5.5 Planting annual and/or perennial flowers, perennial plants or bulbs **in any existing common area or tree ring area is prohibited.** The exceptions are those areas that may be identified and approved for the planting of annual flowers by the Board of Directors or its designated committee.
- 5.6 **All maintenance of the planting area at each front door entry is the responsibility of the condo owner. If owners add plantings at the sidewalk areas the owners are responsible for maintaining these plantings not the hired landscaper for the association.**
 - 5.6a **These include the mulch, plantings, and maintenance of both.**
 - 5.6b The plantings allowed in these areas are limited to plants that proportionally fit these small areas to prevent overgrowth that may affect accessibility to the entry, along with foundation and sidewalk damage.
 - 5.6c If existing plantings are to be replaced, the plants must be non-invasive and size appropriate for the area when full grown. Or other varieties may be planted with written board approval as long as it complies with
 - 5.6d Unit Owners or residents may put flower and plant containers in their entry door area and on either side of their respective garage door areas. The number of containers must not affect the ingress or egress of these areas.
 - 5.6e A proper weed barrier fabric is to always remain at each front door plant area.
 - 5.6f All plants in the front door plant area must be maintained by the condo owner to assure plantings remain healthy. Any replacement or new mulch needs to be of a matching mulch that is of a dark brown color.
 - 5.6g Any planting or maintenance must not interfere or damage any sprinkler system.
- 5.7 Hanging birdfeeders or wind chimes on windows is prohibited.
- 5.8 Placing lawn ornaments is not to interfere with the maintenance of common areas in any mulched shrub bed, flower bed, bush bed or tree ring is prohibited

except for the area around your patio only. There is a one-foot restriction. Lawn ornaments are defined as, but not limited to, plastic/wood/ceramic animals or figurines, mushrooms, windmills, windsocks, wind chimes, fountains, wishing wells, bird baths, bird feeders, landscaping stones or rocks, flamingos, swans, reflective spheres, and stand, etc.

- 5.9 Planting fruit, vegetable plantings and climbing vines in any existing mulched flowerbed, shrub bed or tree ring is prohibited.
- 5.10 Parking or storing playground or other equipment on common areas is prohibited.
- 5.11 Each unit owner or resident shall immediately reimburse the Villas of Lake Ridge Condominium Owner's Association for any expenditures incurred in repairing or replacing any part of the grounds common element in any manner damaged by him/her, any member of his/her family, tenant, employee or other user or occupant of his/her unit.
- 5.12 Any change to the common elements is prohibited without written permission of the Board of Directors or Management Company.

6.0 Vehicle Parking and Traffic

- 6.1 For the safety of all Villas of Lake Ridge unit owners and their guests, the roadway speed limit is 7 MPH or less throughout the development.
- 6.2 Parking on grass or unpaved areas is prohibited.
- 6.3 Parking that interferes or obstructs the normal access to a driveway of a unit is prohibited.
- 6.4 Parking on the general common roadway between buildings is prohibited. This roadway is considered a fire/emergency lane.

NOTE: There are no designated common parking areas on the grounds. Parking must be in driveway or on the city street.

- 6.5 Performing vehicle maintenance, repair, restoration or refinishing in a garage, parking area or other common area is prohibited with the exception of oil changes and lubrication in the owner's garage.

- 6.6 Vehicles parking in unit driveways must be capable of normal entry, and parking in garage spaces without requiring the removal or adjustments of racks, brackets, hitches, attachments or equipment or other material carried on the vehicle or deflating tires. Vehicles owned by unit owners and commonly kept on premises as of August 10, 2009, are exempt from this requirement. Additional or replacement vehicles must comply with this regulation.
- 6.7 **Vehicles parked in unit driveways must not be in a condition to cause damage to driveway or other common area surfaces.** Parked vehicles may not display commercial advertising, signs, or logos. Vehicles displaying such materials, however, may be parked inside unit garages.
- 6.8 Parking trailers, mobile homes, camper trailers, semi-trailer cabs, boats, snowmobiles, ATVs, or off-road vehicles in unit driveways is prohibited.
- 6.9 Parking in the driveway overnight is prohibited. Two (2) vehicles must be parked inside the garage. Materials placed or stored in garages are limited to the extent that room remains for parking two (2) cars. **Exception: Visitors staying longer than 7 days may park a standard working vehicle (as described in Governing Documents) on the driveway, with prior Board approval. Sent notice of visitors to Management.**
- 6.10 No more than two (2) vehicles may be parked in a unit driveway at any time.
- 6.11 Junked, inoperative or unlicensed vehicles are prohibited in driveways or garages. Upon request, a copy of the vehicles registration and license plate information must be provided to the Board of Directors or the Management Company.
- 6.12 When a snowfall in excess of two (2) inches occurs, vehicles parked outside must be moved when plowing operations have begun. Owners not moving their vehicles will be assessed for any additional charges by the snow removal contractor and fines in accordance with the Association.
- 6.13 The Board of Directors or Management Company may, at their discretion, grant temporary case-by-case exceptions to the rules listed in this section.

7.0 Signs

- 7.1 No owner may erect, post, or display posters, signs, or advertising material on the common elements or at locations within a unit which are visible from the common elements without the prior written consent of the board.
- 7.2 An owner may, within the unit, erect, post or display a temporary sign of customary and reasonable dimensions relating to the open house of a unit for sale.
- 7.3 When selling a unit, an owner may post a temporary “For Sale” sign of customary and reasonable dimensions on the general common area adjacent to the unit. Such sign must be removed per Port Washington Zoning Codes.
- 7.4 An owner may display signs within the unit that support or oppose a candidate for public office or a referendum question. Signs must be removed per Port Washington Zoning Codes.
- 7.5 An owner may display an American Flag on the outside of the unit. Flags shall be mounted on wooden columns or decks using suitable brackets. Brackets must be approved by the Board.
- 7.6 The use of Common or Limited elements for the purpose of staging garage sales, rummage sales or estate sales with related signage is prohibited.
- 7.7 Changes to the Wisconsin State Law, regarding signage, could result in updates or approvals by the Board or Management Company.

8.0 Rental of Units

Unit owners may not rent units except as provided in Article 7.2 of the Declaration. Occupants of the unit must be provided with applicable parts of the documentation and are required to comply with all requirements.

9.0 Sale of Units (Adopted September 1, 2008)

- 9.1 With regard to contract sales, the Association shall be provided with either an original or copy of the Agreement for a contract purchase, OR a statement from the parties identifying the name and telephone numbers of the contract buyer. On the date upon completion of the contract, a signed statement confirming that the contract buyer has received a copy of the Association's Declaration, By-laws and Rules and Regulations, and acknowledges acceptance of his/her adherence thereto.
- 9.2 A statement shall also be required regarding the voting rights for the unit. Specifically, the Association must be advised as to whether rights remain with the contract seller or pass to the contract buyer.
- 9.3 A mailing address, home and work telephone numbers for the contract seller must remain on file with the Association throughout the entire period of the contract.
- 9.4 Any owner who intends to sell his unit shall contact the Association or its agent at least ten (10) business days in advance so the necessary information can be provided: (a) a letter stating the status of the unit owner seller's account; (b) a statement of disclosure; (c) other general information regarding the operation of the property.
- 9.5 A fee of \$50.00, payable in advance, will be required for this service, and for copies of other documents may be required.
- 9.6 The Association shall have at least ten business days in which to respond to a request.
- 9.7 Not later than 15 days prior to the closing of the sale of a unit to a member of the public, the seller shall furnish to the purchaser copies of the required disclosure documents. (WI Statute 703).

10.0 Enforcement Procedures

- 10.1 After determining there is a violation of the Declaration and the Rules and Regulations adopted hereunder, The Board of Directors or the Management Company shall notify the unit owner or resident, in writing, of the violation and the proposed remedy. The proposed remedy may include a levied charge or fee. Any unit owner or resident who receives such notice may, within three (3)

working days after receipt of such notice, demand an informal hearing before the Board of Directors or the Management Company.

- 10.2 If an informal hearing is requested, and the unit owner or resident has properly notified the Board of Directors or Management Company, the informal hearing shall be held: Within seven (7) working days after receipt of the demand; at a time, convenient to both parties; or at the next regularly scheduled Board of Directors meeting. The Board of Directors or Management Company will take no action until the informal hearing has been held and notice of the final decision of the Board of Directors or Management Company has been delivered to the unit owner or resident. The decision of the Board of Directors or Management Company will be rendered within three (3) working days after the informal hearing. It should be noted that such a decision will be final and binding on both parties.
- 10.3 Should no request for an informal hearing be received, by the Board of Directors or Management Company, within three (3) working days after the unit owner or resident is notified of the violation: the unit owner or resident acknowledges that the violation is accurate and that the requested remedy will be complied with per the written notice.

11.0 Other Charges and Fees

- 11.1 At the discretion of the Board of Directors or Management Company, a liquidated damage assessment may be levied based on the type of violation and/or the importance of compliance. Except for assessments discussed under "Building Exteriors" above, or in unusual circumstances, liquidated damage assessments will be based on the following schedule:

- \$25.00 for the first violation
- \$50.00 for the second violation
- \$75.00 for the third violation.

At the discretion of the Board of Directors or Management Company, each type of violation may be treated independently, or in composite should there be multiple violations.

- 11.2 A late fee of \$25.00 per month is charged for late payments of monthly condominium fees and for late installments or payments of special assessments.

- 11.3 Expenses incurred by the Board of Directors or Management Company in connection with the enforcement of the Association Declaration, By-laws or Rules and Regulations adopted by the Board of Directors shall be charged to the offending owner or resident. This will include litigation and collection fees as they apply.

12.0 Changes to Rules and Regulations

- 12.1 Changes to these Rules and Regulations can be initiated by any member of the Association, Board of Directors, or Officer of the Management Company.
- 12.2 Suggestions for changes must be submitted to the Board of Directors or the Management Company in writing and will be reviewed and discussed at the next Board of Directors meeting. (Rules must comply with restrictions of ordinances and the higher Association documents.)
- 12.3 If adopted, the Rules and Regulations will be updated accordingly, and new copies distributed to members by the Management Company.
- 12.4 At its discretion, the Board of Directors may solicit the opinion of the membership by non-binding referendum or survey.
- 12.5 If not adopted, the request will be returned to the requestor with the reason for non-adoption.

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