

Spring Creek West

*C/O Washington Properties Inc
wpi@wpiracine.com*

ASSOCIATION RULES (Revised 11/13/25)

Community living requires consideration for those who live around us. As we strive to live harmoniously with our neighbors, it is important that we respect one another and endeavor to treat others as we would like to be treated. We encourage residents to attempt to solve any disputes prior to involving the Board – neighbor to neighbor. While our role is to maintain the value of the property by enforcing the rules & Bylaws of the association, the Board of Directors is not the 'condo police'. This update represents the current position of the Board on these matters. Please review this document in its entirety as you will be held responsible for any violations.

- 1. Children/Supervision/Safety**
- 2. Use of Common Areas**
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- 4. Pets**
- 5. Garbage**
- 6. Grilling**
- 7. Fines**
- 8. Parking**
- 9. Trees/Flowers/Mulch**
- 10.Noise & Signs**
- 11.Satellite Dishes**
- 12.Rental Units**
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- 14.Storm and Garage Doors**
- 15.Harassment and Excessive Contact Policy**

CHILDREN/SUPERVISION/SAFETY

Small children should never be outside unsupervised. This is for the safety of the child. The board encourages children to play in the larger, grassy common areas. When riding bicycles, scooters, motorized vehicles, etc., children should always be supervised by an adult for the safety of the children and residents of Spring Creek West. Children should not disturb the landscaped areas, such as removing rocks, climbing in flower beds, climbing on trees, etc. Do not leave bikes, toys, scooters, etc. in the common areas. They will be subject to confiscation.

USE OF COMMON AREAS

If a unit owner wishes to use the common area for a gathering, you must submit a request to the Board of Directors for approval. No tents, etc. can be erected in the common areas without prior Board approval.

Decorating the outside area of your unit is a privilege and we encourage unit owners to help keep your area safe, secure, and beautifully maintained. In doing so, please avoid any clutter that may be created by having too many items on or near your porch, balcony, entry area and garage entry.

1. Limit the number of items to approximately 6-8 (excluding furniture and shepherd hooks with hanging baskets are permitted).
2. Limit the size of items to 24" in height to avoid obstruction of views.
3. Other than the approved sunshade, no fencing, screen or netting of any kind is permitted.
4. No items are to be permanently affixed to the exterior of buildings. Hanging basket brackets may be installed on wood entry post (limit 1) and hanging basket hooks may be attached to underside of wood decking (limit 3).
5. Ensure items such as shepherd hooks, pathway lights, pots, etc. are removed from common areas during the winter months to avoid damage due to the snow removal process.
6. Camera doorbells may only be installed where the original doorbell was located. All other exterior cameras need the Board of Directors' approval before installation.

The Board of Directors reserves the right to request a unit owner remove item/items that appear to be bulky, damaged, or otherwise excessive. Failure to do so will be subject to a fine.

Bird baths, bird houses, and seeded bird feeders are not allowed in the common areas, porches or balconies. Hummingbird liquid feeders are allowed.

DAMAGE TO COMMON AREAS

Unit owners are responsible for their actions, as well as the actions of their children, guests, pets & other occupants of their unit. Any damage made to the common areas that is caused by a unit owner, their children, guests or pets, will be assessed to the unit owner. This includes, but is not limited to: Damage to the lawn, landscaping, trees, exterior of the buildings, etc.

PETS

Section 12, paragraph (f) of the Spring Creek By-Laws

No animal, livestock or poultry of any kind used or intended to be used for commercial purposes shall be raised, bred, or kept on the property. Household pets may be kept by unit owners in the living area of their respective unit; however, no unit owner shall have more than one dog or two cats, and the dog or cat shall not weigh more than 20 pounds. This weight restriction does not apply to a dog owned by a unit owner at the time of purchase; however, upon the death or removal of that dog from the unit, any replacement dog acquired by the unit owner shall never weigh more than 20

pounds. All pets shall be carried or kept on a leash at all times when not in units. No pet shall be permitted to cause a nuisance or disturbance. Any pet which causes such a nuisance or disturbance to a unit owner shall be permanently removed from the unit at the order of the Board of Directors. All unit owners and occupants shall promptly and regularly clean up the excrement of their pets.

1. Any owner per the by-laws is permitted one (1) dog or two (2) cats. Each pet must weigh no more than twenty (20) pounds.
2. **All pets must be kept on a leash or carried at all times when not in the unit. No pet shall be permitted to be tied up and left outside. You must always be in direct control of your pet.**
3. No pet shall cause a nuisance or disturbance (loud or constant barking, digging, running loose, climbing or scratching). Pets doing so can be removed from the complex by order of the Association's Board of Directors.
4. **Unit owners must clean up after their pet and can be charged by the association for repairs made due to excrement and urine on the common area.**
5. Any resident requiring a service dog (seeing-eye etc.) is exempt from the above weight restriction. Any resident requiring a service dog must inform the Board of Directors of the service dog.
6. If you have received Board approval for a 2nd dog, or a dog weighing more than 20 pounds & that dog passes away or is removed, you may not replace it with another dog without Board Approval.
7. Although not required, pet owners are encouraged to obtain training and/or behavioral certification for their pets. In the event of an incident, proof of such training (e.g. AKC Good Canine Citizenship, or other) will be weighed heavily in favor of the pet/owner.
8. In the event of an incident involving a pet and another pet, resident, or visitor, the pet owner is required to report the incident to Washington Properties immediately. Incidents not reported by the pet owner, but reported to Washington Properties by another individual are likely to be adjudicated by the Board against the pet/owner.
9. Negative pet interactions (e.g. lunge towards, scratch, bite, push over) should be reported to Washington Properties immediately – regardless of severity of injury, but especially if there is contact between the pet and another individual.

GARBAGE RULES

All residents must store trash in their garage in a closed container to keep animals from being attracted to it. For garbage pick-up, please make sure that your trash is kept in sturdy bags and securely tied. Trash should **NOT** be put out before 6:00 p.m. on Tuesday evening for **pick up on Wednesday**. Recyclables are picked up every other week on Wednesday. On Holidays, please check the local newspaper for changes in garbage pick-up that week. **Garbage/recycling containers must be returned to garages by 9:00 am the day following pick-up.**

GRILLING RULES

The following rules were adopted by the Spring Creek West Board of Directors regarding grilling at the Association:

1. Only electric grills which meet approval standards established by Underwriters Laboratories, Inc. may be used and stored on patios or balconies provided that the electric grills are used in accordance with manufacturer's instructions.
2. Any other type of grill (charcoal, natural gas, propane, etc.) is not allowed on balconies or patios at any time.
3. Charcoal or propane tanks and grills (that follow local and state codes) for gas grills may only be stored in a unit owner's garage.
4. Grills that follow the local and state fire laws may be stored only in a unit owner's garage and not on any part of the common elements or limited common elements.
- 5. Grilling with any type of grill other than electric may only be done on the unit owner's driveway at least 10 feet away from any building.**
6. No grills shall obstruct any exit from a unit.
7. Failure to comply with the above rules will result in a fine in accordance with the Enforcement, Fines and Grievance Procedure.

ENFORCEMENT, FINES AND GRIEVANCE PROCEDURE

1. The following is a schedule of the fines that will be imposed for non-compliance with the law, the Declaration, By-Laws, 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:
 - i. The violation is in direct defiance of a previous mandate from the Board of Directors.
 - ii. The violation was malicious in its intent.
 - iii. The violation is evidence of a pattern of the resident's or Unit Owner's non-compliance with the Condominium Documents.
 - iv. The violation is of such a nature that the violation cannot be corrected and/or that direct monetary restitution cannot be determined. *(e.g. if alterations are made that cannot be restored to their original state.)*

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
5. (7) days.

PARKING RULES

1. **Guest parking:** Guests should be requested to park in designated areas for each unit or short term common area parking spaces.
2. **Roadways:** Absolutely no parking is allowed on the roadways in the complex.
3. **Common area parking:** Parking (more than 48 hours) in the same common parking space is NOT allowed. Common parking was designed to handle temporary parking for all residents and guests.
4. **Covering vehicles:** in the common parking areas is NOT allowed.
5. **Long term parking:** Storage of a vehicle is only allowed in your unit's garage, never in any common area parking.
6. **Towing:** Any vehicle towed from the premises will be at the owners expense.
7. **Garage Use:** Owners must be able to park at least one vehicle in their garage at all times.

TREE, FLOWERS AND MULCH

1. Any unit owner wishing to have a tree installed must submit a request in writing to the Board of Directors for the tree along with a site map with the location and type of tree the unit owner wants installed. A resident must also consult with other unit owners in their building to and have an agreement with them regarding a new tree.

The unit owner requesting the tree will be responsible for the cost of the tree and installation.

2. Mulch areas may be planted each spring with annual or perennial flowers or bulbs (tulips and or daffodils) at the unit owner's expense.
3. All units shall receive mulch as approved by the Board of Directors.
4. The MULCH CAN NOT be removed from the planting areas.
5. The Board of Directors has the right for safety reasons to remove any potted plant impeding a walkway or driveway.
6. No climbing plants are to be planted on or near the buildings.
7. It is the unit owner's responsibility to remove the dead annuals in the fall.

Shrubs and trees are maintained per the Association's grounds contract. Unit owners are NOT to trim the shrubs or trees around their building.

NOISE AND SIGNS

Noisy tasks should be conducted during daytime hours (7 a.m. to 10 p.m.) Please limit vacuuming, use of the washer and dryer, disposal, and dishwasher to appropriate daytime hours. Loud voices, stereos, radios, and TV's annoy others and should not be tolerated.

No signs, including but not limited to advertising, sale or rental of a unit shall be allowed in the common areas. Temporary realtor direction signs only during an open house are allowed, but must be removed immediately after the open house ends.

SATELLITE DISHES

1. A request in writing will be submitted to the Board of Directors of the association. The request will be accompanied with a site map and description of the size of the dish and the location on the deck, porch, balcony or other location where the resident wishes to have the dish placed. Please refer to the association by-laws regarding use of the common area and affixing anything to the building.
2. The Board will review each request to determine if the location is acceptable.
3. The Project Manager will respond in writing to the unit owner of the Boards decision and send a release form to the resident. No work on installation can begin until all paperwork has been returned to the Project Manager, and the date of installation has been reported to the Project Manager.

The following paperwork must be on file before installation:

- A) A dated letter of request to the Board of Directors.
- B) The respond letter from the Project Manager to the resident informing the owner of the Boards decision.
- C) A signed release form.
- D) A copy of Certificate of Insurance for the Installer.
- E) A notice of installation including the Date and Time.

The following rules must be followed.

1. The dish may only be installed in the approved location.
2. No wires for the dish may be run on the exterior of the building.

3. The wires to the unit must run through the attic or other approved access.
4. The Association reserves the right to require a Multi-user dish to be installed.

RENTAL UNITS

A unit owner may rent out their unit after they've owned it for a minimum of 2 years. No more than 20% of all units located on the property may be subject to a lease at any one time (see Bylaws Amendment, Article VII, Section 5, Rentals; adopted 10/30/19). However, the unit owner must provide the renter with a copy of the association by-laws and a copy of association rules. Also, the unit owner must supply the association with a copy of the rental agreement and contact numbers for the unit owner and the renter.

UNIT FLOORING

Each unit owner is responsible for replacement flooring in their unit. Unit owners may install wall to wall carpeting including separate padding without Board approval. The Board of Directors, **upon a written request** of a unit owner may allow the installation of wood, linoleum or tile in certain rooms such as bath or kitchen if the unit owner provides detailed specifications for the insulation to minimize the transmission of sound from those surfaces.

STORM DOORS, SCREENS, AND GARAGE DOORS

When choosing to replace your Storm and Garage doors, they must be approved by the Board of Directors before installation can take place to comply with accepted doors on file in the Project Managers office. Unit owners are responsible for the maintenance and upkeep of all window screens and sliding door screens.

HARASSMENT AND EXCESSIVE CONTACT POLICY

Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees or vendors, the Board, or other Association residents.

Excessive is defined as more than one (1) contact; either by email, text, phone call, mail, or visit to a place of service, per week about the same subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

If a Unit Owner has more than one concern, they should be addressed in one communication. Those concerns may be acted on individually or as a group by the Board or management company, dependent upon the concerns or situations.

The Unit Owner will be notified by the Board or management company what determination was made about their concern by email, if possible, or mail.

In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

Violations of any of the above-stated Rules will be subject to fines above and beyond the regular fine structure within the Association's Enforcement Policy. Specifically, violators are subject to fines of up to \$1,000 per violation.

(For complete details please refer to the Harassment and Excessive Contact Policy.)

REVISION HISTORY

V2 January 2023 – Fine structure, parking, and garbage amended and approved by Board of Directors at the January 2023 Board Meeting. Edits made by Shelly Belanger, Washington Properties, Inc.

V3 June 2024 – Bird baths, bird feeders, and excessive contact/harassment policies all amended and approved by the SCW Board of Directors at the June 2024 Board Meeting. Edits made by Shelly Belanger, Washington Properties, Inc.

V4 January 2025 – Minor edits were made to correct typos. Garage rules are amended to include time when garbage containers must be returned to garage after pick-up. Approved by Board of Directors at the January 2025 Board Meeting. Edits made by Meredith Orth, Washington Properties, Inc.

V5 June 2025 – Use of common areas was amended to provide clarity regarding owner's rights to decorate limited common and common elements. Approved by Board of Directors at the June 2025 Board Meeting. Edits made by Meredith Orth, Washington Properties, Inc.

V6 November 2025 – Parking was amended to state owner's must park at least one vehicle in their cars at all times.

IMPORTANT INFORMATION

Please keep this information with your governing documents.

RESOLUTION TO ADOPT RULE ON HARASSING AND EXCESSIVE CONTACT

As stated in Section 2.2 of the By-Laws of Spring Creek West Condominium Homes Association, Inc.:

“The Board of Directors of Spring Creek West Condominium Homes Association, Inc. (the "Association") shall have the powers and duties necessary for the administration of the affairs of the Association and of the Property, except those powers and duties as by law or by the Declaration or by these By-laws may not be delegated to the Board of Directors by the unit owners or have been specifically reserved by or to the unit owners. The Board of Directors shall have full powers and authority necessary for or desirable for the complete enforcement and administration of the Property and the provisions of the Act, the Declaration, these Bylaws, and the rules and regulations.”

THEREFORE, BE IT RESOLVED that the Association adopt the following Rule:

Excessive Contact. Residents shall not engage in any abusive or harassing behavior, either verbal or physical, or any form of intimidation or aggression directed at other condominium members, residents, guests, occupants, invitees; or, directed at management, its agents, its employees, or vendors.

Harassing behavior will include any unwelcome contact, and excessive contact (email, texts, phone calls, mail, or visits to a home or place of service) to management, its agents, its employees or vendors, the Board, or other Association residents.

Excessive is defined as more than one (1) contact; either by email, text, phone call, mail, or visit to a place of service, per week about the same subject or concern.

If a question has been asked and answered and is still being asked, that will be construed as excessive.

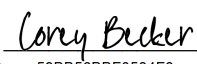
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In addition, no Unit Owner may interfere with any contracted vendor performing work at the direction of the Board or the Management Company. That will be deemed as harassment and may be subject to possible fines.

Violations of any of the above-stated Rules will be subject to fines above and beyond the regular fine structure within the Association's Enforcement Policy. Specifically, violators are subject to fines of up to \$1,000 per violation.

BE IT FURTHER RESOLVED that a copy of this resolution shall be sent to all homeowners at their last known addresses.

The Board of Directors adopted this resolution on 6/27/24 with the Rule to take effect on 6/28/24.

Signed  Date 6/28/2024
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Title Spring Creek West Condo Assn. Board President

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Signed  Date 6/28/2024
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Title Spring Creek West Condo Assn. Board Vice President