

MILL CREEK ESTATES CONDOMINIUM UNIT OWNERS ASSOCIATION, INC.

RULES

The following Rules are adopted to supplement the provisions and limitations found in the Wisconsin Condominium Act, Chapter 703 of the Wisconsin Statutes, and any other applicable laws and administrative regulations, the Madison General Ordinances, the Declaration of Condominium of Mill Creek Estates Condominium, and the Association's Articles of Incorporation and Bylaws, all of which are incorporated herein by reference. The purpose of the Rules is to establish and maintain an environment at the Condominium that encourages its full use and enjoyment by those Unit Owners, tenants, guests, customers and invitees entitled to use it and discourages those activities which would unreasonably interfere with its use and enjoyment.

Common Elements

1. There may be no use of the Common Elements which is illegal, causes a nuisance or unreasonably restricts or interferes with the operation of the Condominium or those entitled to use it.
2. There may be no obstruction of the Common Elements or storage of property on the Common Elements except on a temporary basis, such as moving in or out, or where the specific Common Element is clearly intended to be used as a storage area.
3. There may be no alteration to or construction on the Common Elements without the approval of the Association, unless this is clearly authorized in the Declaration or Bylaws.
4. There may be nothing erected on, affixed to, displayed on, or hung from the Common Elements and there may be nothing displayed on or in any Unit which is visible from outside the Condominium and affects its visual appearance without the approval of the Association, unless this is clearly authorized in the Declaration or Bylaws. Window coverings must have a neutral colored backing. Units which have exterior Limited Common Elements must avoid placement of plantings, decorations or furniture and furnishings which significantly affect the visual appearance of the Condominium and may not throw, drop, or otherwise discard anything from these areas other than in normal trash disposal.
5. Notwithstanding the above, there may be appropriate holiday decorations on the doors and in the windows and, as appropriate, on the terraces, verandas and decks, of Units during the four (4) weeks preceding the specific holiday. Such decorations must be removed within one (1) week after the holiday, Decorations on Unit doors may not include lights and lighting in other decorations shall be limited.

Landscaping (Added 12/11/2018)

1. Owner Plantings

- a) **Location.** Unit Owners may maintain plantings within three (3) feet of the exterior wall of the building in which their Unit is located and immediately outside of the Unit itself. This includes the stone (gravel) covered areas or mulched areas immediately adjacent to the exterior wall of the Owner's Unit. Plantings in these areas immediately adjacent to the Units may be added, or replaced with something different, at the discretion of the Unit Owner. Owner-added plantings may not interfere with lawn mowing, utility meters, or access to Common Elements. Questions on the suitability of plantings by Unit Owners may be directed to the Landscape Committee.
- b) **Cost.** The Unit Owner is solely responsible for the costs associated with the added or replaced plantings. Replacement of plantings original to the Condominium development is the responsibility of the Association.
- c) **Fertilization.** Fertilization of plantings within three feet of the Units, or in the beds immediately outside the Units, may be performed by the Unit Owner. Fertilizer types, quantities and frequency shall be appropriate to the specific plantings. The Association will not contract for any fertilization service for beds around the Units. If an Association planting in the beds around a Unit shows a need for fertilization, the Landscape Committee will coordinate with the Unit Owner.
- d) **Height Limit.** A three-foot height limit applies to Owner-added plants, with an exception for ornamental grasses that are deadheaded each spring and then re-grow each season. Invasive grasses are not allowed, and the grasses shall not be allowed to spread into other areas of the beds around the buildings or to the Common areas. Unit owners planting ornamental grasses shall consider the spreading or invasive characteristics of the grasses when making a selection. Grass selections should also be checked against the Wisconsin DNR list of invasive plants at <https://dnr.wi.gov/topic/invasives/documents/NR40plantlist.pdf>. For example, the ornamental grass 'Karl Foerster' (*Calamagrostis × acutiflora*) is an acceptable choice already used in Mill Creek.
- e) **Planting Beds.** Owners may not increase the size of any planting bed or establish new planting beds. The surface material of existing beds (stone and mulch type coverings) shall not be changed. The stone (gravel) areas around the base of mailboxes are not available for Unit Owner plantings, with the exception of existing mailbox plantings as of 2018.
- f) **Plant Markers.** Unit Owners adding plantings (per this rule) may mark specific plantings for exemption from services provided by the Association's landscape maintenance contractor. For example, Unit Owners may want to exclude certain plantings from contractor pruning or weed control. Unit owners shall use markers visible to the contractor but unobtrusive from the street or neighboring Units. The markers used shall be from a list of markers approved by the Landscape Committee. Unit Owners shall also provide a list of marked plantings to the Landscape Committee chairman for reference by the maintenance contractor. Plantings marked as exempt from the landscape

contractor's services shall be maintained (pruned, etc.) by the Unit Owner to maintain an appearance consistent with the overall landscape in the Common Element areas.

- g) **Damage.** Avoidance or damage of gas, electric, communication (cable/fiber/telephone), water and sewer utilities, including the Association's irrigation systems, is the responsibility of the Unit Owner. With advance notice, Diggers Hotline will locate gas, electric, telephone, and cable facilities in the area. Call 811 or visit <https://www.diggershotline.com/>

2. Owner Requests to Change Landscape of Common Elements

- a) **Owner Requests.** For the Common Elements areas outside of the immediate Unit areas, Unit Owner(s) must request permission from the Association Board to add/change plantings or any other landscape features. This would include, for example, plantings for visual screening in the central condominium area and the periphery condominium border. Requests shall include the type and location of proposed plantings on a landscaping plan prepared by a landscaping contractor. The type, initial size, mature size and location shall be consistent with the overall Common Elements landscape design, as determined by the Board and the Landscape Committee. The proposed plant materials require a replacement warranty from the contractor or the plant nursery. Unit Owners shall submit the proposed plan to the Association Board. The plan must be approved by the Board before any work begins.

The installation contract and cost of the plantings is the responsibility of the requesting Unit Owner(s). Initial maintenance (such as watering) is also the responsibility of the requesting Unit Owner(s). If the plantings fail to survive (after replacement warranties have been exercised), then the Association will replace the planting(s). At that time, the Landscape Committee will determine type and size of the replacement planting(s), taking into account the purpose and location of the planting(s) to be replaced.

- b) **Contractors**

- i) **Damage.** Contractors shall not damage any other Common Elements or Unit Owners property. Any lawn or other bed areas damaged or disrupted by the contractor's work shall be restored to the satisfaction of the Association Board. Avoidance or damage of gas, electric, communication (cable/fiber/telephone), water and sewer utilities, including Association irrigation systems, is the responsibility of the contractor performing the planting. With advance notice, Diggers Hotline will locate gas, electric, telephone and cable facilities in the area. Call 811 or visit <https://www.diggershotline.com/>
- ii) **Insurance.** Contractors shall be insured for any damage to the Association infrastructure, such as the street, curbing, driveways and underground utilities. Contractors shall provide a certificate of insurance to the Unit Owner, and the Unit Owner shall forward a copy of the certificate to the Management Company.

3. Landscape Maintenance

- a) **Maintenance Issues.** For issues with landscape maintenance, Unit Owners shall submit a request or report to the Management Company named by the Board, via the established maintenance request process. The Manager will assign the issue to the

appropriate landscape maintenance contractor, as appropriate, or may refer special issues to the Landscape Committee.

- b) **Responsibility for Damage.** Damage to turf or plantings shall be the responsibility of the party causing the damage: Unit Owners, tenants, guests, contractors, or others. For example, this would apply to vehicle damage to trees along the streets. Damage caused by pets to turf or plantings is the responsibility of the Unit Owner associated with the pet.

4. **The Landscape Committee**

This Committee will advise the Board on the overall planning, appearance, modification, replacement, and maintenance of the Common Elements landscaping. Other responsibilities include:

- Review, advise, and recommend contractors to the Board for annual or special landscape maintenance.
- Monitor the health and condition of Common Elements plantings, recommending to the Board any required maintenance, pruning, or other needed treatment.
- Advise Unit Owners on plantings, as requested.

Parking (Amended 7/12/2018)

1. Parking for Unit Owner vehicles shall be in the Unit garage. While the Association strongly encourages parking in the garage, temporary parking for owners may be in the driveway immediately outside the Unit's garage. Temporary parking for guests and invitees may be in the driveway immediately outside the Unit's garage and in the spaces designated for shared association parking. Overnight parking is not allowed on the street, except in the spaces designated for shared association parking. Parking may be used only for operable, non-commercial vehicles, except for service vehicles of workmen working at a Unit. There may be no repairs conducted in any parking area other than emergency starting or towing to allow the vehicle to be removed to a commercial repair facility.

2. Boats, travel trailers, mobile homes, campers, ATVs shall not be kept in parking or storage spaces or elsewhere in the garage.

Units

1. There may be no use of a Unit which is illegal, causes a nuisance or unreasonably restricts or interferes with the operation of the Condominium or those entitled to use it. Special care must be exercised by all Unit Owners in the use of instruments or appliances which produce sounds to avoid disturbance of others.

2. Only two (2) domestic animals shall be allowed in any Unit and only if such animals do not unreasonably disturb the other Condominium residents. For purposes of this section, domestic animals include only dogs and cats, provided birds kept in cages and fish kept in tanks may also be kept in a Unit. Domestic animals are limited to those which will weigh no more

than eighty (80) pounds when fully grown. The maximum weight limitation shall not apply to any domestic animals owned by the initial purchaser of any unit; provided, however, such animals

shall have been owned by such purchaser prior to the time the offer to purchase the unit was executed and shall have been specified by purchaser on said offer, and provided, further, such animals may not be replaced by those which will exceed the maximum weight limitation. Owners of any animals shall abide by all applicable ordinances and regulations, including licensing and shots and shall be responsible for any inconvenience or damage caused by such animals. All such animals must be housed in their respective owner's units and may not be housed, kenneled, or in any way kept on the Common Elements or Limited Common Elements and shall be leashed or otherwise restrained when outside of the Unit. The following breeds of dogs, including mixed breeds of these breeds, may not be maintained at the Condominium: pit bull, Rottweiler, Doberman, German shepherd, Siberian huskie, Malamute, bull terrier, bull dog, Chow-Chow, Great Dane, and wolf hybrid. Those Unit Owners who maintain pets at the Condominium are responsible for the conduct of the pets and cleaning up after them. Special care must be exercised to prevent damage or excessive noise by the pet and to assure that those who have allergies are not adversely affected by them. Failure of a Unit Owner to comply with the rules relating to pets or maintain a pet properly, or evidence that the pet is aggressive or otherwise dangerous, may result in the Association ordering the removal of the pet.

3. Unit Owners shall follow instructions provided in disposing of trash and recyclables.

4. In maintaining and making repairs and improvements on their Units, Unit Owners shall do so with as little interference with the use and enjoyment of the Condominium by others as is reasonably possible. Such work may not adversely affect the Common Elements, mechanical systems or any other Unit. If necessary to avoid an adverse effect on the Common Elements or any other Unit, such work shall be done promptly by the Unit Owner and, if not done promptly, the Association may have the work done at the Unit Owner's expense.

5. In addition to the provisions in the Declaration relating to the leasing of Units, no lease of a Unit may be for a period less than six months nor longer than one year and may be renewed or extended beyond the initial term only with the consent of the Association, which may be obtained in advance of the lease. Each Unit Owner leasing a Unit shall provide the tenant with copies of the Declaration, the Association Bylaws and these Rules and provide evidence to the Association that this has been done. The Unit Owner shall also instruct the tenant in the use and operation of those Common Elements which are integral to the use of the Unit and shall notify the tenant of the name, address and telephone number of the manager of the Condominium. Unit Owners shall be fully responsible for the actions of their tenants including any violations or damages caused by them. Leasing to a member of a Unit Owner's immediate family and leases by Declarant are exempt from the limitations of this section of the Rules but not the requirements of the Declaration. Leasing with the intent to occupy at a later date shall be allowed for periods up to six months unless a longer period is approved by the Association.

Enforcement (Added 12/11/2018)

In the case of a violation of an item in the Rules or Declaration documents, the management company will verify with an onsite inspection, document the findings, and notify the Board. The management company will send a notice to the owner stating the violation, the corrective action,

and the date for required compliance. This notice shall be given via email, US mail, and a courtesy phone call.

Failure to correct the violation will result in a second notice, given by certified mail and a follow-up phone call from the management company. Another date for required compliance will be stated.

Failure to comply with the second notice will result in the management company hiring an appropriate service provider to correct the violation. The cost, and a special assessment at the discretion of the Board, will be added to the owner's billing for the monthly fee.

Amendment

These Rules may be amended by majority vote of the Board of Directors, except as provided below.

Declarant Exemption

Until all Units have been conveyed to non-Declarant Unit Owners, or leased to a non-Declarant tenant if Declarant retains ownership for rental purposes, these Rules do not apply to Declarant.