

Mill Creek Estates Condominium Association

Landscaping Rule – July 20, 2026

LANDSCAPING

1) THE LANDSCAPE COMMITTEE

- a) **Duties and Responsibilities.** The present Landscape Committee was formed by the LANDSCAPE COMMITTEE RESOLUTION adopted by the Board in 2021. In general, this Committee advises the Board on the overall planning, appearance, modification, replacement, and maintenance of the Common Elements landscaping, including the irrigation system. The Committee may elect to perform minor landscape repairs, modifications or treatments. A full description of the Committee's duties and responsibilities is included in the document LANDSCAPE COMMITTEE DUTIES AND RESPONSIBILITIES, as adopted by the Board in 2021.
- b) **Mature Landscape.** The initial Mill Creek landscape was installed between 2008 and 2017. Since then the landscape plantings have matured. The committee is now focused on maintaining an overall landscape appearance on behalf of the whole Association and its Unit Owners. For the mature landscape, not all original plantings will be replaced due to growth of other surrounding larger plantings, or finding over time that some of the original plantings have not thrived in their original location. Cost of replacements is also a factor in choosing to replace or not replace certain original plantings. Budget priority will be considered for replacement or maintenance of plantings that are within view of the street and are most visible in the overall landscape. Ease of maintenance will also be considered. In general, replacement of plantings original to the Condominium development is at the discretion of the Landscape Committee.

2) PLANTINGS ADJACENT TO OWNER'S UNIT

- a) **Location.** Per Section 7.06 of the *Second Restated Declaration of Condominium* as filed January 11, 2023, "Unit Owners may install and 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 subject to any rules adopted by the Association which may have retrospective as well as prospective application." Unit Owners may change plantings only within the stone-covered areas which are adjacent to the Owner's Unit. Plantings in these areas may be added, or replaced with something different, at the discretion of the Unit Owner. However, any type of tree or tall shrub is excluded based on the height limit in 2)

e) below. Owner-added plantings may not interfere with lawn mowing, utility meters, or access to Common Elements. Invasive species of any type are not allowed per 2) e) below. Questions on the suitability of plantings by Unit Owners may be directed to the Landscape Committee.

- b) **Maintenance.** Owners are responsible for the long-term maintenance of the plantings that they add or install as replacements to original Association plantings, including watering as needed, trimming, disease/pest control, and control against spreading. However, maintenance of Owner installed plantings may also be performed by Association contractors, per Section 5) b) below.
- c) **Cost.** The Unit Owner is solely responsible for the costs associated with the plantings that they choose to add or replace, as referenced above.
- d) **Fertilization.** Fertilization of plantings within the stone-covered areas adjacent to a Unit may be performed by the Unit Owner. Fertilizer types, quantities and frequency shall be appropriate to the specific plantings. The Association does 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 make a recommendation to the Unit Owner. The Landscape Committee may also make a recommendation for a Unit Owner to water certain plantings.
- e) **Height Limit and Invasive Review.** A three-foot height limit applies to Owner-added plants (see Section 7.06 of the *Second Restated Declaration of Condominium* as filed January 11, 2023), with an exception per these Rules for ornamental grasses that are deadheaded each spring and then re-grow each season. Any exceptions to the three-foot height limit must be approved by the Landscape Committee. 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 prohibited and restricted plants at <https://dnr.wisconsin.gov/sites/default/files/topic/Invasives/NR40plantlist.pdf>. For example, the ornamental grass 'Karl Foerster' (*Calamagrostis × acutiflora*) is an acceptable choice already used in Mill Creek.
- f) **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 areas around the base of mailboxes are not available for new Unit Owner plantings.

- g) **Unit Owners Option for Weed Control.** Unit Owners wishing to perform their own weed control in the beds immediately outside their Units, and decline weed control by the Association's landscape maintenance contractor, may register their preference with the Landscape Committee. The Committee will maintain a list of Unit Owners with this preference and communicate that list to the landscape maintenance contractor. The listed Unit Owners must maintain weed control consistent with Units maintained by the contractor, and must collect and properly dispose of weeds. Lack of weed control by a listed Unit Owner, as verified by the Committee, will initiate a reminder from the Landscape Committee. Subsequent issues with weed control will result in a return of that Unit to weed control by the landscape maintenance contractor.
- h) **Damage.** Avoidance of damage to gas, electric, communication (cable/fiber/telephone), City water and sewer utilities, including the Association's irrigation system water lines and control wiring, is the responsibility of the Unit Owner. With advance notice, Diggers Hotline will locate gas, electric, telephone/cable facilities in the area. Call 811 or visit <https://www.diggershotline.com/>. Diggers Hotline cannot locate or mark the Association's irrigation water lines or buried irrigation control wiring. Neither can the Association Landscape Committee locate or mark the irrigation water lines or buried wiring. Damage to the Association's irrigation system infrastructure is the financial responsibility of the Unit Owner that caused the damage.
- i) **Pots.** Pots are allowed within the stone-covered areas adjacent to the Owner's Unit during the growing season. Pots may also be placed in the stone area at the base of mailboxes, but shall not interfere with vehicles, mail delivery, or irrigation sprinklers. Pots may not interfere with routine lawn maintenance by our landscape maintenance contractor. Pots shall be removed for the winter and not interfere with snow removal. Pots may not be hung from front lamp post crossarms since arms and posts are not designed for nor strong enough for that purpose.

3) OWNER REQUESTS TO CHANGE LANDSCAPE OF COMMON ELEMENTS

- a) **Owner Requests.** For the Common Elements areas outside of the adjacent stone-covered areas, Unit Owner(s) must request permission from the Association Board to add or change plantings or any other landscape features. This could include, for example, plantings for visual screening in the central condominium area and the periphery condominium border. Requests for additions or changes 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.

- b) **Project Plans and Maintenance.** Unit Owners shall first submit the proposed plan to the Landscape Committee. The Landscape Committee will review the plan, taking into account long term impacts, resolve questions, and submit the plan to the Board for their review. Committee members who submit a plan for review shall recuse themselves from the review of the plan. The plan must be approved by the Board before any work begins. Work for new installations shall be performed by a professional contractor in the landscaping business. The work contract and cost of the work is the responsibility of the requesting Unit Owner(s). Initial maintenance (such as watering and fertilization) is the responsibility of the requesting Unit Owner(s). Long-term maintenance (such as watering, fertilization and mulching) is also the responsibility of the requesting Unit Owner. If the Unit Owner sells, the maintenance of the added plantings or landscape changes passes to the Association. The Association, through the guidance of the Landscape Committee, may then maintain, remove or alter the added plantings or landscape changes.

4) **CONTRACTORS**

- a) **Damage.** Contractors shall not damage any 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 after consultation with the Landscape Committee. Avoidance or damage of gas, electric, communication (cable/fiber/telephone), City water and sewer utilities, and Association irrigation systems, is the responsibility of the contractor performing the planting or work. With advance notice, Diggers Hotline will locate gas, electric, telephone/cable facilities in the area. Call 811 or visit <https://www.diggershotline.com/>
- b) **Insurance.** Contractors shall be bonded and insured for any damage to the Association infrastructure, such as the street, curbing, driveways, turf 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 Board. Contractor insurance must include a provision for Worker's Compensation.

5) **LANDSCAPE MAINTENANCE**

- a) **Maintenance Issues.** For issues with Association plantings or landscape maintenance within the Common Elements, Unit Owners shall submit a request or report to the Landscape Committee.
- b) **Contracted Maintenance.** The Association contracts with various landscape service providers for routine or special maintenance of the landscaping. This would include mowing, lawn fertilizing, weed control in the lawn and beds, seasonal pruning, and grounds cleanup in the spring and fall. Owners shall not make any special requests directly to a contractor or their workers, but rather shall submit any special requests or concerns to a member of the Landscape Committee ahead of time. The Landscape Committee will consider the Owner's request and pass the request to the contractor as needed.
- c) **Scheduling of Services.** The Landscape Committee is usually not aware in advance of the contractor's schedule for work and workers, which can be affected by the weather and labor/equipment availability.
- d) **Pruning.** Unit Owners shall not prune or trim any trees or shrubs in any area of the Association property unless specific pruning proposed by the Owner is pre-approved by the Landscape Committee. The Association contracts with a professional pruning service, and any special pruning needs may be brought by a Unit Owner to the attention of the Landscape Committee. If unauthorized pruning by a Unit Owner results in damage to the structure, look or loss of a tree or shrub, the Unit Owner will be responsible for the cost of an installed replacement.
- e) **Responsibility for Damage.** Damage to turf or plantings shall be the responsibility of the party causing the damage: i.e., 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. If damage is caused by pets unassociated with any Owner, then best efforts shall be made to contact the pet's owner for repair and prevention of further damage.

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