



The Meadows Association

434 East 11th St. New Richmond WI 54017

Rules and Regulations

January 2026



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Association Documents

Articles

Articles of Incorporation filed with St. Croix County. This document created the Association as a legal entity. Information includes the Association's correct name, the date the Association was formed, the names of persons that initially created the Association, and the state laws the legal entity must follow.

Declaration

The Declaration, often called Covenants, Conditions, and Restrictions (CC&Rs), describes the condominium, the units and the common areas. This document creates a "contract" between the Association and individuals that buy units in the Association. Information includes a description of the lots and property included in the Association and lays out the responsibilities of the Association and Homeowners. It includes what the Association can or cannot do, as well as what Homeowners can or cannot do. When individuals purchase a unit in the Association, they agree to abide by this document's requirements and all other Association documents' rules and policies. The Board of Directors must also comply with all requirements and cannot deviate or change the requirements. Only Homeowners can change this document with a 75% approval vote.

By-Laws

This document lays out how the Association administers the business of the Association. It describes, in general terms, the procedures and mechanics of the Association management and decision-making and includes, but not limited to, the following: authority, duties and responsibilities of officer and director positions and how positions are filled; meeting and notice requirements; voting requirements; and the methods of record-keeping and reporting. The Board of Directors must comply with all requirements stated and cannot deviate or change the requirements. Only Homeowners can change this document with a 75% approval vote.

Rules and Regulations

This document supplements the Articles, Declaration, and By-Laws. It provides policies and resolutions to issues that are not addressed in the other Association documents and clarifies or provides greater detail to requirements and processes specified in the other Association documents. The Board of Directors has full authority to add, revise, or eliminate rules or regulations, if the rule or regulation does not violate or conflict with any requirement specified in the Articles, Declaration or By-Laws and is not illegal. The Board of Directors, by unanimous consent, may impose additional restrictions and covenants as they may deem advisable.

Definitions

Common Elements. As defined in the Association's Declaration, means all portions of the Association except what is considered as the "Unit". State HOA law further defines common

elements as portions of the community used by or serves all unit owners.

Limited Common Elements. As defined by the Association’s Declaration and State HOA law are those portions of the community that serve or are used by less than all Homeowners. This may include roofing, siding, driveways, sidewalks, exterior lighting, retaining walls, etc. that all units have in common or are shared but are not used by all units.

Limited Common Elements designated for the sole use of the “Unit”. As defined in the Association’s Declaration, these are those limited common elements that are designated by the Association for the use by units only and include the following: shutters, awnings, window boxes, doorsteps, stoops, porches, balconies, decks, patios, perimeter doors and windows, that were constructed as part of the original construction. It also includes any authorized replacements and modifications to those items listed.

Unit. As defined in the Association’s Declaration and State HOA law, a unit includes the part of the building that makes up a single residence, separately owned, and includes the garage and the property surrounding it. State HOA law further defines a “Unit” as all spaces, fixtures, and improvements located within the boundaries of the unit (property line). A unit also includes those limited common elements designated by the Association as intended for the use only by the unit they serve, as stated in the preceding definition.

Governing Laws. All the requirements, restrictions, responsibilities, processes and procedures, etc. that are specified in the Association’s documents and state laws.

The Meadows. Nickname used for identifying this Association.

Monthly & Special Assessments

Monthly Homeowner Association (HOA) fees are generally used for the following: Weekly lawn mowing and trimming; lawn fertilization and weed control as needed; Spring and Fall clean up; landscaping and tree work; snow removal; Common Element maintenance (including but not limited to roofs, siding, front gutters and gutter cleaning); Insurance for Common Elements, professional management, financial and legal fees, etc...and The Meadows Reserve fund for future needs.

Special Assessment fees may be requested by the Board from time to time to cover expenses not met by the current HOA fees or cash reserves.

Monthly HOA fees and any special assessments imposed will be due and payable on or before the 1st of each month. Any fees paid after the 6th of month will be assessed as a \$25.00 late fee for each month the fees are not paid.

If not paid after 30 days, the Association will take necessary collection action. Interest will begin to accrue after 15 days and posts on the 16th of the month.

Insurance

The Association has secured certain property insurance and liability insurance as required by the Declaration and By-laws. It is recommended that all homeowners maintain HO-6 insurance covering their unit and loss assessment coverage to cover building and a wind/hail deductible for Association-covered damages. All Homeowners must immediately report any damage to the Board. All owners should have loss assessment coverage on their H06 Policy. That will save you from having to pay out of pocket for the deductible if there was a claim. Please check with your insurance company to make sure you have this coverage.

Maintenance

Maintenance Responsibilities:

Association and Homeowner maintenance responsibility is summarized in Appendix A.

Association and Homeowner grounds care and snow removal service responsibility is summarized in Appendix B.

Maintenance Request Process:

1. To request maintenance, go to www.bordertownrealty.com and click on “AppFolio Portal Login”. Once logged in you can click the “Service Request” button or call 715-386-6000 to report an issue.
2. The Association will obtain quotes for major repairs such as siding, roofing, cement work, etc.
3. When a Contractor goes out to inspect units or to complete work, Homeowner will typically be notified via text or email. A homeowner may request that a Board Member be present.
4. Board will review and approve or disapprove request within a reasonable time after bids/quotes have been obtained, Homeowner will be notified of decision, and The Association’ will schedule maintenance at the earliest available time.
5. Repairs will try to be made no later than thirty (30) days after Board approval. Repairs may take longer than 30 days depending on availability of materials, labor and weather conditions.

Emergency repairs will be addressed within 24 hours.

Homeowners desiring to use services of the Association’s lawn care/snow removal contractor for personal maintenance needs should contact Bordertown Realty. Homeowners should not contact the vendor directly. These requests are at the owner’s expense.

Exterior Improvements

Improvements to the exterior must be submitted to Bordertown Realty via an Architectural Review for approval from the Board.

An “improvement” is any modification, alteration, permanent decoration, change, or addition and includes, but is not limited to, the following:

- Building additions or alterations
- Patios or decks and railings
- Posts
- Painting or staining (including decorative painting), except touch-ups with the same color.
- Entry and garage doors or windows of a different style or color than the original.
- Outdoor shades or awnings,
- Permanent canopies, tents, screen houses or gazebos.
- Permanent exterior lighting, which is visible from the street.
- Anything permanently attached on the outside of the unit doors, windows, walls or roof such as weathervanes, pennants, insignias, emblems, name-signs or house numbers were not originally provided.
- Landscaping (such as shrubs, trees, rocks, rock beds, garden edging – excluding garden or potted plantings)
- Shutters (if color or style is different from original)
- Storage, sheds, or other outbuildings
- Exterior radio or television antennas (excluding satellite dishes)

The following exterior improvements are not permitted:

- Permanent clothesline, clothes poles/racks
- Permanent or semi-permanent playground equipment, play bars, basketball backboards, volleyball, badminton nets, etc.
- Flower and vegetable gardens are permitted and do not require Board approval.

Improvement Request Process

1. Homeowners need to submit an Architectural Review form with the Association’s management company for review by the Board/Architectural Review Committee. To submit an ARC, go to www.bordertownrealty.com and click on “AppFolio Portal Login”. Once logged in you can click the “Architectural Review” button.
2. Homeowners will be notified of the decision within thirty (30) days after the request has been submitted.
3. If the committee does not disapprove the request within 30 days, improvements will be considered approved.
4. If the unit has been sold to a new owner and unapproved improvements have been completed for at least ninety (90) days, improvements will be considered approved.
5. If no request has been submitted to the Board, or if request has been denied, and

Homeowner makes an unapproved improvement, any of the following may occur:

- The Association may require the Homeowner to remove improvement at Homeowner's expense.
- Homeowners may be assessed a penalty fee for noncompliance.
- The Association or another Homeowner may file a suit to stop or remove such additions, alterations, or changes.
- The association is not required to insure unapproved improvements. The homeowner will be responsible for damage that would otherwise be covered under Association insurance.
- Association is not required to maintain unapproved improvements. The homeowner will be responsible for maintaining all unapproved improvements.

Outdoor Decorations

Lawn ornaments on grassy areas are not permitted unless approved by the Board. Lawn ornaments in gardens are permitted. If you place outdoor decorations in Common or Limited Common Elements the Association is not responsible for damage caused by lawn or snow removal contractors.

Christmas trees can be put outside for pickup for 14 days into the new year but check with the City of New Richmond for pickup details.

Wind chimes require permission from neighbors on both sides before hanging.

Storage

No outside storage of any items such as sporting equipment, toys, yard/garden tools and equipment. Lawn furniture and outdoor cooking equipment are allowed with some restrictions. Each unit may have one gas or charcoal grill. Grills may be left on a balcony, deck or patio, if any, (although no charcoal grills may be stored or used on a wood balcony or deck). City and State fire codes and insurance regulations stipulate that no charcoal grills are to be stored or used on decks. All grills must be a minimum of ten (10) feet from the building.

No house trailers, campers or recreational vehicles may be stored on the premises at any time.

Pets

Pet owners should familiarize themselves and follow the City of New Richmond pet ordinances, particularly those related to inoculations, licensing, leashes, and nuisances.

Unattended (tethered or untethered) pets are not permitted. While outside the home, all pets must be leashed or properly controlled in accordance with the City of New Richmond Leash Laws.

A method to pick up this waste must be carried at all times when walking pets. If any lawn, tree or property damage can be reasonably found to be caused by a particular dog or other pet, the

pet owner will be notified and assessed for repair of the damage.

The size of household pets is limited to fifteen (15) pounds. A homeowner may have one (1) dog and up to three (3) cats. Pet owners may obtain a variance to the dog restriction rule from the Board for special circumstances such as service dogs. The Board recommends that all household pets be spayed or neutered.

Any disturbance such as constant and uncontrolled barking or caterwauling, noxious odor, repeated wandering, or other repeated reasonably offensive behavior caused by any pet may result in removal of pet from Association. Complaints of repeated pet disturbances should be forwarded to a Board member. Pet owners given written notice of a violation will have 3 days to correct the offensive behavior. The board may order the offending pet to be removed from the property.

No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred or kept in any part of the property. Household pets cannot be kept, bred or maintained for any commercial purposes.

Kennels and exterior pet doors are not permitted. Doghouses or other pet-related structures must be approved by the Board.

Feeding of wild animals other than birds is not allowed.

Trash Pick Up Services.

Olson Sanitation of Somerset is our sanitation contractor and has provided dumpsters for The Meadows Association homeowners only. The current pickup day is Friday. Please pay attention and place your refuse in the appropriate bin. If it can be recycled, it should be recycled. Please **DO NOT** dispose of large or hazardous items such as furniture, appliances, paints/solvents, electronics, etc...in our receptacles. **DO NOT** put plastic bags of any kind in the recycling as this can lead to unnecessary costs for the Association and homeowner. Please break down cardboard boxes before recycling to save space. If you have questions or need clarification, please contact Olson Sanitation or the City of New Richmond for guidance. If you have a large item for removal, you can contact Olson Sanitation to make arrangements for pickup at the homeowner's expense.

Garage and Parking

All vehicles must be parked in a garage or driveway. In no case should residents or their guest block access of other residents to their driveways. Overflow parking for owners and their guests is in the center parking lot on our premises or the Paperjack Park lot (subject to the City of New Richmond ordinances). The center parking lot has a limited number of parking spaces so please be mindful of your neighbors and not take up multiple parking spaces. Similarly, please park inside the lines and don't take up multiple parking spaces with one vehicle.

Owners who continually violate these rules will be subject to notification of violation, fines and possibly towing.

Parking in front of mailboxes is not permitted. Letter carriers will not deliver mail if there is anything obstructing the mailboxes.

No boats, trucks, trailers, snowmobiles, other than vehicles operated daily shall be kept on the Homeowner's property, or in the center overflow parking lot longer than 24 hours without Board approval.

Snowmobiles, mini-bikes, go-carts, etc. shall not be operated on any Homeowners' property.

All driveways, walkways and sidewalks are to be kept free of obstructions of any kind that would constitute an obstacle or hazard.

Auto repairs of any type are discouraged and prohibited if repair takes more than one day to complete or is done for hire.

Rental of Units

The following regulations have been adopted for any Homeowner leasing/renting a unit:

1. The unit and its garage must be leased/rented together, in their entirety and cannot be separately subleased. Renting rooms is also not allowed.
2. Homeowners must inform the Association, with 30 day written notice to the Board whenever they lease/rent their unit.
3. The following information is to be supplied to the Board no later than the commencement of the lease:
 - The name and phone number of the renter and all occupants of the home.
 - The term of the rental agreement.
 - Emergency contact information.
4. The lease must state that the renters must abide by all rules and regulations or governing documents and that failure to do so would be a default of the lease.
5. It is the Homeowner's responsibility to handle all maintenance and repairs to the unit that are not the responsibility of the Association, and to make sure the renter understands that all matters regarding maintenance and repair of the unit are to be handled with the Homeowner and NOT the Association.
6. It is the Homeowner's responsibility to supply a copy of the rules and regulations to the renter, and the Homeowner is to ensure that the renter and occupants comply with all of the rules and regulations.
7. The Board will notify the Homeowner of any violation by renter/occupant of the rules and regulations or governing documents. The Homeowner has responsibility to enforce compliance. Failure to do so will result in a penalty assessed to Homeowner.

Residential Use of Unit

Each unit may be used for single family residential purposes only and no business activity may be conducted out of any unit. Residents or Occupants shall not exceed six (6) for a three (3) bedroom unit or exceed four (4) for a two (2) bedroom unit.

Change of Residence

Should a Homeowner change residence due to temporary or permanent reasons, the Homeowner must notify the Board.

Sale of Units

A homeowner must notify the Board of Directors of intent to sell 30 days before the unit is listed.

Potential buyers have a legal right to review Association documents and receive a resale certificate from the Homeowner selling the unit. The Board/Management Company will, upon request in writing, provide:

1. Association financial and document copies
2. A statement of unpaid Association fees or assessments
3. A resale certificate, and
4. Other information, as required by law.

Within seven (7) days after the closing of the sale, the new Homeowner must register with the Bordertown Realty, in writing. Bordertown Realty will provide a form with the New Homeowners Packet.

Signs

Only one (1) "FOR SALE" sign by the realty companies or owners will be permitted. The sign cannot exceed five (5) square feet. An "Open House" sign may be displayed on the day and during the hours of Open House only.

Posting of various other types of signs on or about the grounds is not permitted, except when necessary to indicate a party, sale or other one-day event. The signs should be removed immediately *after* the event is completed.

Recreational Fires, Open Flames & Grills

All Homeowners must comply with the Wisconsin State and City of New Richmond Fire Code. Prohibited use of all open-flame heating and cooking equipment such as fire pits or bowls, grills, smokers, and fryers on decks, patios, balconies and within 10 feet of any structure. Our insurance carrier also has similar restrictions, and our policy may be cancelled for lack of compliance.

Disturbances

Homeowners shall exercise extreme caution about making loud (unreasonably and/or excessively disturb the peace and quiet) noises or the use of musical instruments, radios, televisions, and amplifiers that may disturb other residents. If you have tarps covering things

outside, make sure they are secured tightly and are not allowed to flap in the wind.

No other nuisances shall be allowed in or around the unit or should any use or practice be allowed, which is a source of annoyance to other owners or which interferes with the peaceful setting of the town homes by all unit owners. A public nuisance is a thing, act, or use of property which shall:

- 1. Annoy, injure, or endanger the health, safety, comfort or repose of the public.**
- 2. Offend public decency.**
- 3. Unlawfully interfere with the use of, or obstruct or tend to obstruct, or render dangerous for passing a road, driveway, or entry way to a unit.**
- 4. Depreciate the value of the property of The Meadows Association community; or**
- 5. In any way render the inhabitants of the community, or a considerable number thereof, insecure in life or in use of property.**
- 6. No project to be started before 8:00 AM or after 6:00 PM that would produce noise.**
- 7. The base of your music should not be heard by your neighbors at any time.**

Compliance

Each Homeowner is responsible for full compliance with the Rules and Regulations by all occupants, family, persons, guests, visitors, lessees, renters, and other persons during the time they are on or using the property. By acceptance of the title to a Unit, each Homeowner agrees to accept responsibility for any violations.

Complaint Procedure

Concerns or inquiries about Association Rules and Policies should be forwarded in person or in writing to the management company, Bordertown Realty.

Complaints regarding rule violations must be submitted in writing to Bordertown Realty. Anonymous complaints will not be accepted. Complaints shall be kept confidential.

Enforcement Procedures

The Association has the authority to establish and assess fines for violations of the Association's governing laws.

1. Violations of any compliance requirement may result in a fine in an amount determined by the Board as appropriate for the infraction, but not to exceed \$200.00 for each month for each time a violation occurs, and Homeowners shall be subject to all legal remedies available to the Association.
2. Homeowners shall assume full responsibility for payment of any assessed fines.

Rules and Regulation Changes

The Meadows Association By-Laws empowers the Board to review, change, alter, grant waivers, amend, or delete any portion or section of these Rules and Regulations but only to the extent that the rule or regulation does not violate city or state laws or conflicts with the Association's Articles, Declaration, or By-Laws. The Board will provide notice to Homeowners of any changes to these Rules and Regulations within 30 days.

Voting Rules and Meeting Information

1. Homeowners vote on the following subjects:
 - Elect board members (Majority of attendees/proxies). Currently three (3) Board Members are elected yearly at the Annual Association Meeting.
 - Amendments to Declaration (75% of total units)
2. If a homeowner is unable to attend a meeting, a homeowner may designate a proxy. Note: A proxy is not an absentee ballot. A designation means that the individual designated as the proxy may vote as he/she desires.
 - Proxies must be filed with the Association Secretary prior to the meeting.
 - Proxies are valid for eleven (11) months from the date of their execution.
 - A board member is allowed to be a proxy.
 - Only one proxy per unit is allowed.
3. A roll call can be made in lieu of an attendance sheet to ensure accurate attendance, multi-owner voter designation, and proxy recording.
4. A quorum must be met before homeowner votes can be cast. (majority of total units)
5. Only one vote per unit allowed.
6. Votes must be cast at the meeting prior to vote count. No votes will be accepted once the votes have been counted. See Bylaws for all voting rules.
7. Annual Meeting of all homeowners to be conducted in conjunction with the Summer Quarterly Meeting at 6:30PM at the location designated by The Meadows Board
8. Special Meetings of all homeowners may be called by The Meadows Board President or by 33 1/3% of the units.
9. Notification to all homeowners of Annual and Special Meetings must happen at least 5 days prior to the meeting date.
10. A regular meeting of The Meadows Board shall be held immediately after the Annual Meeting, and at the same place as the Annual Meeting of the unit owners. Other meetings of the Board may be called, held and conducted in accordance with such regulations as the Board may, from time to time, adopt.

Maintenance Responsibilities

ELEMENT	ASSOCIATION RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
Exterior surfaces – Siding and trim, fascia, soffits, Brickwork, Louvres (<i>except power washing</i>)	XX	
Driveway - Recoating (asphalt), replacement, repair	XX	
Roofing	XX	
Unit Interior and interior party walls (<i>includes anything within interior walls</i>)		XX
Steps, stoops, slabs, sidewalks, railings, foundations, cement blocks (<i>except exposed exterior block surfaces</i>)		XX
Decks, patios, porches, balconies, privacy walls, railings		XX
Exterior doors, windows, screens, shutters, door and window frames, hardware		XX
Exterior light fixtures, bulbs, outlets, and related electrical (<i>Note: Bulbs must be led uniform in color using white or clear bulbs. No colored bulbs.</i>)		XX
Gutters, downspouts, guards or screening cleaning	XX	
Front gutters, downspouts, guards maintenance/repair	XX	
Rear gutters, downspouts, guards maintenance/repair		XX
Fireplace, chimneys, flues and caps		XX
Mechanical equipment (air conditioners, furnace, water heaters and conditioners)		XX
Electrical and plumbing systems		XX
Pest Control		XX
Improvements made by Homeowners		XX
Mailboxes (<i>Note: plastic newspaper boxes are not allowed.</i>)	XX	
Utility, water, and sewer lines and piping (<i>except irrigation system</i>)		XX
Cable, television satellite dishes		XX
Damage caused by Homeowner, occupants, guests, or contractors hired by Homeowner		XX
Damage caused by Association contractors <i>except</i> <ul style="list-style-type: none"> • Damage created by building defects. • Damages reported more than 30 days after incident. • Damages caused by Homeowner acts or failure to 	XX	

act		
Storm or other damage covered by Association Insurance (except deductible)	XX	

Snow Removal

Snow Removal Homeowner

Homeowner Responsibility
Snow removal for less than 2-inch accumulations All items must be removed from 10' of sidewalk & driveway
Clearing any snow remaining after the final plowing due to parked cars
Snow removal from rear patios, sidewalks or patios on the side of unit, decks and roofs
Deicing or sanding to reduce ice accumulation on drives, steps, walkways, curbs, garage aprons and other paved areas
Removal of ice build-up on the front steps or decks at the front of any unit caused by snow melting and dripping off the roof
Snow removal, hauling, relocating snow piles
Report any damages caused by snow removal service to Board immediately

Services Ordered & Provided by HOA Snow Removal Service Provider for a Fee		Cost
De-icing	Application of ice melt products to walkways.	TBD
Sanding	Sanding of drives, parking areas, walks, walkways and steps including the front entry and exit drive	TBD

Snow Removal Association

The following grounds care and snow removal services are provided by the association's lawn/snow removal contractor per the contract:

Type of Service	Included in Monthly Fee	Minimum Trigger Indicators	When Service is to be Provided By?
Snow plowing	Complete snow plowing of premises including driveways the width of garage	2 inches	Within 12 hours after snow stops
	Complete snow plowing of premises including driveways, the width of garage	8 inches	Within 18 hours after snow stops

	If 12 inches or more of snowfall occurs, the Contractor will remain in open up status on a best effort basis until the cessation of the storm.	12 inches or more	
Snow Shoveling	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	2 inches	Within 15 hours
	All mailboxes will be shoveled around as to be accessible for residents and letter carriers		
	Fire hydrants will be kept clear from piled snow		
	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	6 inches	Within 24 hours
	All mailboxes will be shoveled around as to be accessible for residents and letter carriers		
	Fire hydrants will be kept clear from piled snow		
	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	12 inches	Best effort basis
Fire hydrants will be kept clear from piled snow			
	Snow shoveling by either hand or power method, to be completed on all garage aprons, walkways and steps which lead to the front door of each unit	Wind chill temp below -20 Fahr and wind above 15MPH	When safer conditions exist
Inspection for damage	Contractor is to inspect complex and report damages caused by snow plowing		By May 15

*****Snow Relocation and Removal will be at the Client's request and will be quoted and billed at an additional cost. *****

*****Salting will be quoted and billed to the Client at an additional cost. Contractor must get approval from Bordertown Realty before salting. If the contractor feels salt is necessary, they must text Bordertown Realty at 802-214-7547 for approval.*****

These Rules and Regulations are adopted pursuant to the Meadows Association's governing documents, including the Declaration and By-Laws on 12/12/25. They provide guidance for the use of the Common Elements, Limited Common Elements and residential units to protect property values, promote safety, and ensure harmonious community living.

In preparation for a plowable snow event of 2+ inches, please park your vehicles at the north end of the parking lot **OR** in your garage or driveway. The contractor will do a quick pass through the complex and clear the south end of the parking lot. This should enable anyone

leaving for work, school or appointments to exit the complex with limited difficulty.

After the initial Open Up, the snow removal contractor will leave to plow other contracts. While away, the vehicles in the north side of the parking lot will clean off their vehicles and move them to the south end that was previously cleared. Residents should also clean off the vehicles in their driveway and move them to the south end or off the premises. The contractor then will be able to completely remove all snow from the parking lot and in front of the garages.

If the homeowner or visitor does not follow the above Snow Removal Rules & Regulations the consequences are as follows:

1. First warning of violation. The homeowner will receive a written notice on their vehicle and as well as a notice in their mailbox.
2. Second violation will result in a fine of \$25.00 and \$5.00 per day until corrected. This is for each violation. Unpaid fines will go as a lien on your property.
3. Third violation will result in your vehicle being towed at the owner's expense.

We currently have only 10 parking spaces for 12 units. Please respect the needs of your neighbors by following the Snow Removal Rules and Regulations. Each home has one garage. Please use your garage, if possible, especially if you have multiple vehicles.

In Summary:

Violation 1: Written notice of violation

Violation 2: Fine of \$25.00 and \$5.00 per day thereafter

Violation 3: Vehicle will be towed at owner's expense

Lawn Care

Summer Grounds Care Homeowner

Homeowner Responsibility
Maintenance of gardens and landscaping
Weeding of mulch beds
Weeding of landscaping between contractor service timeframes
Maintenance of wild areas (trees, shrubs, vegetation that grow wild)

Summer Grounds Care Association

Mowing	Mowing to include the following activities: Spot mow as required during periods of drought or dormancy causing uneven growth. A cutting height of approximately 3 inches. Avoid, if possible, clippings against units or into landscape areas. Using the proper application of equipment to difficult areas prevents excessive scalping. Grounds will be policed for debris during scheduled mowing. No mowing in rain.	Once a week contingent upon weather conditions
Inspection	Inspecting for lawn and landscaping damage	Throughout season
Trimming	Trimming of grass around buildings, plantings, light poles, and other obstructions to assure a manicured appearance. Contractor to be responsible for any excessive damage to trees and shrubs that are properly protected from the lawn equipment. This is to include painted pots.	Weekly
Fertilization	Fertilization is to be applied to turf areas.	N/A
Weed Control	Spraying for crab grass pre-emergent, Lawn area only.	N/A
	Spraying for lawn weeds, lawn area only.	N/A
	Weeding landscape beds, sidewalk cracks, curbs, garage aprons, etc. with the use of chemicals. Original landscaping area only around the foundation of the home. Any added from original is homeowners' responsibility.	N/A
Tree and Shrub Care	Trimming shrubs in common landscape areas limited to ten feet in height to maintain shape and size. Debris to be removed from property. Original landscaping only, added landscaping is homeowner responsibility.	1/season
	Inspecting trees and shrubs for insects and fungus	Monthly
	Cutting Broken or hanging branches	As required
	Monitoring and trimming shrubs to provide adequate clearance	As required
Sidewalk/Driveway Maintenance	Clean up edging of all walks and curbs within the development with weed eater.	Weekly
	Walks, steps and patios to be blown or swept after mowing to include excessive amounts on driveway areas and remove debris, grass, berries, etc.	Weekly
Spring and Fall Clean-up	Fall clean-up to include the following activities: Raking of leaves and debris as required in lawn area. Last mowing in fall to be cut a 2.5 inches and clippings collected by catching or power sweeping. Removal of debris and leaves from the lawn area. Removal from wild area of all foreign materials, i.e., paper, refuse, etc.is homeowner responsibility.	Once on or before May 15 Once after Oct. 15, conditioned upon weather

Schedule of Fines

You will be given notice to correct a violation. You have **7 days to correct and notify Bordertown that it has been corrected.**

If not corrected and notified Bordertown that it has been corrected, you will be fined \$25.00 and \$5.00 per day until corrected with a max fine of \$1,000. Per violation. Unpaid fines will go as a lien on your property.

The payment of any and all legal fees and costs Incurred by the Association to enforce violations or collect fines shall be the responsibility of the Owner.

It is the Owner's responsibility to inform their tenants of the Rules and Regulations. Owners are responsible for any violations caused by their renters/tenants.

A courtesy letter citing the specific violation(s) and requesting correction of said violation(s) within a specified number of days. (No monetary fine if corrected within specified number of days, with the exception of repeat offenses).

Upon completion of the time frame listed in the violation letter (7 days). The fine must be paid within 30 days.

In the event that fines are unpaid, lien(s) against the Owner's(s') property may be filed. Cost of preparing and filing any lien(s) will be added to the lien amount.

A Continuing Violation is a violation of an ongoing or repetitive nature which is curable but has not been corrected within the required amount of time. The Board may impose a continuing monetary penalty, assessed on a daily or weekly basis, without additional notice, until the infraction or violation has been remedied. **It is the responsibility of the Owner(s) to notify the Board of Directors or its management company that the violation has been corrected.**

The Association may undertake any measures, legal or administrative, to enforce compliance with Condominium Association Declaration of Covenants, Conditions, Restrictions and Easements and Rules & Regulations, and shall be entitled to recover from any person causing or permitting the violations all attorneys' fees and costs of enforcement incurred by the Architectural Review Committee and Association, whether or not legal action has been started. Such attorneys' fees and costs shall be a lien against the property owner's unit and a personal obligation of the owner.