lake park villas

Required Home Standards

These standards ensure that the exterior of each home is in harmony with the quality, architectural integrity and continuity of the Lake Park Villas (LPV) design concept. Architectural drawings, including accurate site plan, will be submitted to LPV for review and approval prior to construction. Expect a two (2) day review process.

Structure

- ❑ Structure and landscaping completed within 12 months after excavation begins
- ❑ Single-story homes only, with full basement
- ❑ Attached 2-car garage
- ❑ Foot print of home to be laid out to insure privacy for subject dwelling and adjacent neighbors
- ❑ Foundation staking by licensed surveyor
- ❑ Poured concrete foundation
- ❑ 9', or greater, ceiling height on main floor
- ❑ 2" x 6" exterior wall construction, or comparable R-value, in dwelling
- ❑ 7/12, or greater, roof pitch
- ❑ Engineered roof truss systems

Exterior Features

- ❑ 30-Year dimensional roofing shingles
- ❑ Maintenance free and/or low maintenance materials
  - 75%, or more, brick or stone front with remaining materials other than conventional siding
  - Fiber-cement siding or .42, or thicker, gauge vinyl siding on sides and back, colors in harmony with LPV *(see Palette, page 3)*
  - Low-e windows, side windows placed to insure privacy for subject dwelling & adjacent neighbors
  - Clad exterior door & window frames
  - Seamless aluminum gutters & downspouts
- ❑ Concrete driveway and service walks
- ❑ One front entry 2-car garage with 8' x 18' foot door, openers, remote and keyless entry
- ❑ Lighted house numbers consistent with LPV style
- ❑ Waterproof GFI electrical outlets, 2 or more
- ❑ Frost-free hose bibs, 2 or more
- ❑ Concrete patio, pavers, or maintenance free deck
- ❑ Professional landscaping with stone groundcover surrounding home and garage *(see pages 3–4)*

Lake Park Villas
Home Options

These various options are found in existing Lake Park Villas homes. You may wish to consider incorporating some of them into your new home.

Structure

- ❑ 2-story on Georgetown Place, south-side of street only
- ❑ Engineered floor system
- ❑ Egress basement windows
- ❑ Daylight basement windows
- ❑ Exposed lower level on appropriate lots
- ❑ Only direct-vent natural gas fireplace
- ❑ Energy Star certification, *http://www.energystar.gov/*
  - Effective Insulation
  - High-Performance Windows
  - Tight Construction and Ducts
  - Efficient Heating and Cooling Equipment
  - Qualified Lighting and Appliances
  - Third-Party Verification

Exterior Features

- ❑ Full brick or stone front with or without corner wrap
- ❑ Alternate non-lap siding (includes shakes, vertical)
- ❑ Stepless Entry
- ❑ Soffit outlets
- ❑ Stamped concrete patio
- ❑ Rear screened porch enclosure
- ❑ Invisible fence (The Association must be notified if this option is chosen.)

COPY NOT TRUE TO COLOR

* HARDIE PLANK SIDING COLORS

Color Palette for Lake Park Villas Homes

All exterior materials will be in harmony with the LPV color palette. Color samples will be submitted to LPV for review and approval before materials installation. No blue, red, or yellow exterior materials will be approved. Expect a two (2) day review process.

Plank, Panel and Shingle Colors

Arctic White JH10-20*

Navajo Beige JH30-10*

Cobble Stone JH40-10*

Soft Green JH60-10*

Autumn Tan JH20-20*

Sandstone Beige JH30-20*

Monterey Taupe JH40-20*

Heathered Moss JH50-20

Tuscan Gold JH80-20

Khaki Brown JH20-30*

Woodstock Brown JH30-30

Timber Bark JH40-30*

Mountain Sage JH50-30

Iron Gray JH90-30

Trim Colors

Cobble Stone JH40-10

Arctic White JH10-20

Autumn Tan JH20-20

Khaki Brown JH20-30

Navajo Beige JH30-10

Sandstone Beige JH30-20

Woodstock Brown JH30-30

Monterey Taupe JH40-20

Soffit Colors

Cobble Stone JH40-10

Arctic White JH10-20

Khaki Brown JH20-30

Navajo Beige JH30-10

Woodstock Brown JH30-30

Monterey Taupe JH40-20

lake park villas

Required Landscaping Standards

These standards optimize views, minimize maintenance costs, and promote harmony with the Lake Park Villas (LPV) natural landscaping design concept. A landscaping plan and a list of proposed materials and plants, including the number of plants and their sizes, is to be submitted by the contractor to LPV for review and approval prior to installation. Expect a ~~two (2) day~~ review process that allows for both the Landscape Review Committee to meet and any necessary Board of Directors action.

- ❑ Submittals will be retained by Association for Association records
- ❑ All bed-lines designed (curved) for ease of maintenance and mowing
- ❑ Stone-covered beds, with heavy duty edging (i.e., Black Diamond) or comparable, surrounding home and garage
- ❑ All tree and plant varieties from LPV Plant Materials List
- ❑ Two free-standing, 3" diameter or greater trees in non-dyed mulched or stone-covered beds spaced for ~~ease~~ efficiency of maintenance and mowing
- ❑ At least 30% of the total number of ~~plants~~ bushes and shrubs will be evergreen
- ❑ Planting materials at maturity will not obstruct view to lighted house number (28" from ground)
- ❑ Planting will include privacy screening where appropriate
- ❑ Planting in side yards will include screening of utility area and satellite dish as appropriate

Landscaping Options

- ❑ Up-lights
- ❑ Copper or copper-colored path and landscape lights
- ❑ In-ground irrigation system (The Association must be notified if this option is chosen.)

Lake Park Villas
Plant Materials List

Trees

• 3" Diameter or greater

Ash
- Autumn Purple
- Korean Mountain

Chestnut
- Ohio Buckeye
- Ruby
- Yellow Buckeye

Maple
- Autumn Blaze
- Debra

• B & B (ball and burlap)

Beech
- Blue, *a.k.a.* Muscle Wood

Birch[1] (single stem)

Crab[1] (any variety[2])

Hawthorne
- Cockspur
- Crimson Cloud
- Snowbird
- Thornless
- Winter King

Ironwood

Magnolia Royal Star

Pear
- Callery, *a.k.a.* Autumn Blaze

Serviceberry

Evergreens

Arborvitae

Boxwood
- Green Velvet
- Winter Green

Juniper
- Andora
- Blue Chip
- Buffalo
- Green Carpet
- Gold
- Sea Green

Pine
- Dwarf Mugho

Spruce
- Dwarf Alberta

Yew
- Densiformis
- Intermedia
- Tautoni

Plants and Shrubs

Barberry Intermedia[4]

Burning Bush

Choke Berry
- Glossy Black
- Red

Cotoneaster
- Cranberry
- Rockspray

Currant
- Red
- Snowberry (white)

Daylily

Flowering Almond

Forsythia

Honeysuckle
- Emerald Mound

Heuchera

Hosta

Hydrangea
- Annabelle
- Little Lamb
- Pee Gee
- Pink Beauty
- Quickfire

Lilac
- Beauty of Moscow
- Blue Lace
- Dwarf Korean
- Ivory Silk Lilac
- Miss Kim
- Purple Fritz
- Sensation

Ninebark
- Diabolo
- Golden[1]

Ornamental Grass

Potentilla
- Abbotswood
- Gold Drop
- Goldfinger
- McKay's White

Roses - Shrub
- Bonica
- Champagne
- Knock-out
- Gutenhorst

Sedum

Spirea
- Gold Charm
- Gold Flame
- Gold Mound
- Gumball
- Little Princess
- Neon Flash
- Snow Mound

Viburnum
- Arrowwwood

Weeping Peashrub[3]

Weigelia
- Dark Horse
- French Lace
- Minuet
- Pink Princess
- Ruby Red
- Variegated
- Wine & Roses

Other Plants

Anemone Snowdrop
Aster
Astilbe
Brunnera Jack Frost
Coneflower
Geranium Black Beauty
Lavender
Lilium Monte Negro
Leucanthemum Becky
Nepata Harper's Low
Rudbekia
Russian Sage
Salvia Caradonna
Trandescantia
Yucca

[1] disease prone or less suited to LPV grounds due to clay soil and full sun growing conditions
[2] only non-fruiting varieties in traffic areas
[3] only in non-traffic areas
[4] cannot take snow-load

For any plants you choose that are not on the approved list, you will need to fill out a variance application form and submit for review through the variance process.

9/07

Lake Park Villas—Phase II
Revised Rules and Regulations

Lake Park Villas Homeowners Association, Inc.

Pursuant to the Bylaws, the Board of Directors and Lake Park Villas—Phase II Homeowners Association, Inc., adopt the following Rules and Regulations covering the details of the operation and use of the land, buildings and improvements, herein "**Property**," located in the Lake Park Villas development, owned by members of the Lake Park Villas—Phase II Homeowners' Association, Inc., herein "**Association**."

The Lake Park Villas—Phase II Property, Common Areas and Facilities, property Homeowners, and guests, are subject to the following Rules and Regulations.

The term "**Home**" includes the real property lot (whether improved or unimproved), house, garage, decks, patios, sidewalks, driveways, and all other improvements on each lot other than public utilities.

The term "**Homeowner**" means the owner of a Home in Lake Park Villas—Phase II, each of whom shall be a member of the Association.

The term "**Board**" means the elected Homeowners and the City of Menasha board member designate for the Association.

A "**Landscape and Architectural Control Committee**" (LACC) has been established in accordance with the Revised Covenants.

1. **Compliance with Covenants/Bylaws/Rules and Regulations** The Property and Common Areas and Facilities shall be occupied and used in accordance with the Association Protective Covenants and Bylaws of record for Lake Park Villas—Phase II, which are incorporated as part of these Rules and Regulations by reference. All administration, interpretation, amendment, and enforcement of these Rules and Regulations by the Association shall be the responsibility of the Board of Directors of the Lake Park Villas—Phase II Homeowners Association, Inc.

2. **Uses as Residence/Leasing Arrangements** Each Home shall be used only for residential purposes and shall be Homeowner occupied. No leasing or renting is allowed, with the exception of a limited hardship lease approved by the Board.

3. **Common Area—Obstruction/Damage/Alteration/Construction/Removal**

There shall be no obstruction or alteration of the Common Areas and Facilities, and nothing shall be stored, placed, constructed thereon, or removed from these areas without the prior written consent of the Board. No waste shall be committed in, or damage caused to, the Common Areas and Facilities.

4. **Compliance with Laws** Nothing shall be done or kept at any Home or on the Common Areas and Facilities that will increase the rate of insurance on the Common Areas and Facilities, without the prior written consent of the Board. No Homeowner shall permit anything to be done or kept in the Home or in the Common Areas and Facilities which will result in the cancellation of insurance on any Home or any part of the Common Areas and Facilities, or which would be in violation of any law or ordinance.

5. **Signs** No sign of any kind shall be displayed to the public view on or from any Property or the Common Areas and Facilities without the prior written consent of the Board, with the exception of real estate signs that are a size that has been approved by the Board.

6. **Animals** Homeowners my keep up to three (3) household pets, with no more than two (2) being dogs, that are not in violation of any laws or ordinances, provided that they are not kept or bred for commercial purposes. The right of any Homeowner to keep such a pet at any Home is subject to the condition that the pet is not allowed to unreasonably annoy or disturb any other Homeowner, and is not allowed to run at large. Said pets must be on a leash when outdoors, or under the owner's supervision. No outside pet housing structures, cages, kennels, dog coops, or doghouses may be constructed or placed on the Common Areas and Facilities or in any garages without the prior written consent of the Association. The Homeowner of the Home in which the pet resides shall remove any pet excrement in the Common Areas and Facilities immediately. The Board reserves the right to assess Homeowners for damages caused by pets to the Common Areas and Facilities. The Board also reserves the right to insist upon removal of any pet that causes an unreasonable disturbance or damage.

7. **Noxious Activity** Noise and/or noxious activities of every nature whatsoever which would unreasonably disturb other Homeowners as determined in the discretion of the Association are prohibited. The use of power equipment by Homeowners, such as lawn mowers, blowers, power washers, and edger's, etc may be used on Monday through Friday between the hours of 8:00 AM and 5:00 PM and may not be used before 10:00 AM or after 3:00 PM on Saturdays and are banned on Sundays and Holidays.

8. **Parking** Automobiles and other motor vehicles shall be stored inside garages or off the property and not in driveways or in the street for any period in excess of twenty-four (24) hours. However, one licensed operable vehicle used on a regular basis may be kept in the driveway (in the case of a third car at a Home with a two car garage). No on street, overnight parking is allowed, excepting on a limited basis to accommodate guests of Homeowners, subject to compliance with local ordinances. Garage doors shall be kept closed except when entering or leaving or when working in the yard of the Property.

9. **Use and/or Storage of Recreational/Other Equipment** Recreational vehicles (including but not limited to snowmobiles, boats, other watercraft, trail bikes, travel trailers, motor homes, dune buggies), and other off-street equipment like ice shanties, tractors, construction equipment or materials, and non-motorized equipment of any kind shall not be parked, kept or stored at any Home outside an enclosed garage, except for temporary storage required for moving, loading and unloading purposes for a period of not more than forty-eight (48) hours. Such recreational vehicles shall not be used or operated on any Common Areas and Facilities, except on dedicated streets, in accordance with applicable traffic laws.

10. **Exterior Wiring, Mechanical, and Electronics** No wiring for electrical or telephone purposes, or for any other purpose, shall be installed on the exterior of any Home or the Common Areas and Facilities No television or radio antennae, satellite dish, machines, or window/wall air conditioning may be installed on the exterior of any Home, including any part of any balconies, and may not protrude through the walls or the roof of any Home, except as may be expressly authorized by the Board. The foregoing does not prohibit the repair or replacement of installed equipment originally authorized by the Board. No electrical equipment will be allowed that interferes with the communication equipment reception of other Homeowners.

11. **Trash Disposal** Disposal of garbage and trash shall be only by the use of City approved garbage containers and or suitable plastic garbage bags. Said garbage containers and garbage bags shall at all times be stored in the garage except for placement outside of the Home for municipal disposal pickup.

12. **Patios** Patios and/or decks shall be used only for the purposes intended. Homeowners are permitted to maintain and store on the patio or deck a Charcoal, LP or Natural gas grill to prepare food, as allowed by local ordinances.

13. **Fire and Fire Pits** Recreational fire pits are allowed only if fueled by LP or natural gas. No freestanding wood, charcoal, or pellet-type burning fire pits of any kind are allowed.

14. **Landscaping—Common and Facility Areas** No landscaping or plant material located in the Common Areas and Facilities shall be altered, moved, or added without prior permission of the Association. The removal of natural vegetation, trees, or wood from the Common Areas and Facilities is prohibited. With Board approval, Homeowners may do maintenance of the Common Areas and Facilities on a volunteer basis. The LACC and Homeowner Volunteer must be educated by the designated Association approved landscape professional.

15. **Landscaping—Homeowner Property** Annuals, perennials, and vegetables may be planted in limited areas as designated by the site plans. All landscaping plans for individual lots shall be approved by the Board through the Landscape and Architectural Control Committee. Any dead trees/shrubs in the site plan that are not under warranty must be replaced by the Homeowner at the Homeowner's sole expense.

A Homeowner may petition the Association, through the LACC, in writing, for permission to add to or alter the landscaping of the Homeowner's lot at his/their sole cost and expense. The Board may, but need not, grant permission for any such changes. Any Homeowner requesting such a change shall be responsible not only for the cost of implementing the change, but also for the ongoing cost of all maintenance, replacement and ultimate removal and restoration associated with such change, including the watering thereof. Any Homeowner-added changes must be installed on the Homeowner's own watering system. The Association shall not be responsible for any damage to, or replacement of any such Homeowner installed plant material or other landscaping of any type.

16. **Fences** No fence, wall, hedge, or screen planting shall be installed unless in accordance with landscaping or other plans approved in advance by the Board. In general, fencing, any landscaping or screening device obstructing views of the Common Areas will be discouraged, and may be denied by the Board in its sole discretion.

17. **Ponds** There shall be no fishing, swimming or wading within, or any floating or other navigation upon any ponds or storm water facilities located within or adjacent to the Property.

18. **Hunting, Trapping, or the Use of Firearms** Hunting, trapping, or the use of firearms, including but not limited to hand guns, rifles, shotguns, BB guns, pellet guns, slingshots and bows and arrows, are not permitted on the Property.

19. **Swimming Pools and Hot Tubs** Swimming pools are prohibited. Hot tubs and spas are permitted with prior written consent of the Board, and then only on the Homeowner's deck or patio, approved on a case-by-case basis. Hot tubs and spas will not be permitted in any Common Areas. Plastic portable child pools are permitted on patios or decks only.

20. **Outdoor Ornaments** Christmas decorations may be displayed from November 15th to January 15th. Other decorations will be permitted and may be placed three weeks (21 days) prior to and removed by one week (7 days) after the event. Decorative lighting should not be obtrusive to Association members.

21. **Bird and Wildlife Equipment** One birdbath, one small house, and three small feeding stations may be displayed only in the rear of the Homeowner's lot, and shall be purchased and maintained at the Homeowner's expense. No bird or wildlife equipment may be placed in the common areas or facilities without written permission from the Board.

22. **Outdoor Gatherings** Gazebos, gardens and other Common Areas and Facilities are not to be used for organized gatherings, such as a family reunion, wedding shower, etc.

23. **Home Standards and Homeowner Responsibilities** Homes in the Lake Park Villa –Phase II are to be built and maintained in accordance with the architectural and structural standards that have already been established for this Planned Community. The Board shall have discretionary control over the exterior appearance of the Homes, including the design, type, and quality of materials, colors, and architectural harmony with other Homes in the Lake Park Villas—Phase II. This is for purposes of protecting aesthetic appearance and corresponding property values.

After the Homeowner's warranty period with the builder has expired, the individual Homeowners shall be responsible for the painting, repairing, and decorating of the interiors and exteriors of Homes, maintaining, fixing, or replacing driveways, walks, stoops, patios, decks, etc., at the Homeowner's sole expense. The Landscape and Architectural Control Committee shall review and approve of all visible exterior alterations, maintenance, and repairs to Home sites, and make recommendations to the Board.

24. **Maintenance Personnel** Grounds and other maintenance personnel are retained by the Association and not by the individual Homeowners. Therefore, Homeowners may not give instructions to the grounds or any maintenance personnel. Homeowners should communicate all suggestions, requests, and complaints in writing to the Board, through the Landscape and Architectural Control Committee.

25. **Infraction of Rules and Enforcement** The Board is responsible for enforcing the Rules and Regulations, Covenants and Bylaws. Upon the first infraction of a rule, the offending Homeowner will receive a letter from the Board. Upon the failure to cure, or upon the second infraction of a rule, the Homeowner will be requested in writing to appear before the Board. If a satisfactory settlement is not reached at this meeting, legal proceedings or such other action approved by the Board may be commenced for damages and/or injunctive relief. The maximum fine that may be imposed by the Association for each single or continuing infraction is established at $50.00 per incident, per day, based upon written notice. Upon successful enforcement, the violating party shall be liable for, and must reimburse the Association for, reasonable costs, expenses and legal fees incurred in connection with the violation(s). The Association may impose forfeiture of up to 100% per incident per day to violators of these Rules.

26. **Conflict with Covenants and Bylaws** The above rules and regulations, and those which may be hereafter adopted by the Association, are in addition to those set forth in the Covenants and Bylaws. In the event of a conflict involving the Covenants, the Covenants shall govern. In the absence of a conflict with the Covenants, the Bylaws shall govern.

27. Amendment The Association is responsible to and may, in its discretion, promulgate new rules and regulations and amend these Revised Rules and Regulations from time to time in writing. Homeowners wishing to modify, add or delete a specific rule or regulation should make their request in writing to the Association for its consideration and decision. Amendments to these Revised Rules and Regulations will take effect on a date 15 days from the date the Board mails a copy of the approved amendment(s) to the Homeowners, unless an amendment is based on an emergency as determined by the Board requiring immediate enactment for the protection or benefit of the Property or Homeowners.

28. Variances The Board may grant variances in writing to the Revised Rules and Regulations if consistent with the overall intent and purposes of the protection of the Lake Park Villas - Phase 2, and determined to be justified under the circumstances.

Dated this 18th day of January, 2007.

Lake Park Villas - Phase 2 - Property Owners Association, Inc.

BY: _____
Philip Grishaber, President

BY: _____
Gail Popp, Vice-President

BY: _____
Ronald Duuck, Secretary

BY: _____
Donald Mayer, Treasurer

BY: _____
Jeffrey Brandt, City of Menasha, Representative