

# Tamarack Trails Community Services Association, Inc.

## INDEX TO BOOK TO RESOLUTIONS

I.	Administrative	100 - 199
II.	Fiscal	200 - 299
III.	Recreation and Common Areas	300 - 399
IV.	Architectural	400 - 499
V.	Miscellaneous	500 - 599

## TITLE INDEX

<a href="#">I-100</a>	<a href="#">Establishment of Policy Resolution</a>	Page 1
<a href="#">I-101</a>	<a href="#">Control of Pets</a>	Page 2
<a href="#">I-102</a>	<a href="#">Vehicles and Other Large Equipment Kept in the Community</a>	Page 3-4
<a href="#">I-103</a>	<a href="#">Signs</a>	Page 5
<a href="#">I-104</a>	<a href="#">Community Nuisance Control</a>	Page 5
<a href="#">I-105</a>	<a href="#">Penalties for Violation of Policy Resolutions</a>	Page 6
<a href="#">I-106</a>	<a href="#">Conflict of Interest</a>	Page 7
<a href="#">I-107</a>	<a href="#">Assessment Procedures - Rentals and Resales</a>	Page 7
<a href="#">I-108</a>	<a href="#">Use of Recreational Facilities</a>	Page 8
<a href="#">I-109</a>	<a href="#">Rental Policy</a>	Page 8
	Rental Addendum Form	Page 9
<a href="#">II-200</a>	<a href="#">Bank Depositories and Signatures</a>	Page 10
<a href="#">II-201</a>	<a href="#">Assessment Billing Procedures</a>	Page 11
<a href="#">II-202</a>	<a href="#">Annual Assessments</a>	Page 11
<a href="#">II-203</a>	<a href="#">Compensation to Residents for Work</a>	Page 12
<a href="#">IV-400</a>	<a href="#">Architectural Controls</a>	Page 13-15
<a href="#">IV-401</a>	<a href="#">Exterior Additions, Alterations and Improvements</a>	Page 16-17
<a href="#">IV-402</a>	<a href="#">Water Damage to Interior of Dwellings</a>	Page 18
<a href="#">IV-403</a>	<a href="#">Ramps - Exterior</a>	Page 19-20
<a href="#">V-500</a>	<a href="#">Landscaping Policy</a>	Page 21-23
<a href="#">V-501</a>	<a href="#">Maintenance Responsibilities of the Association and Home Owner</a>	Page 24-25
<a href="#">V-502</a>	<a href="#">Ice Dam Policy</a>	Page 26
<a href="#">V-503</a>	<a href="#">Pest Intrusion Policy</a>	Page 27

**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Establishment of Policy Resolutions

No.I-100

Supersedes Policy Dated: April 7, 1981

Review Responsibility: Board of Directors

Source: By-Laws - Article V, Section

Effective Date: February 5, 1987

**POLICY STATEMENT:**

Policy Resolutions reflect the authority of the Association to establish the rules and regulations for its operations. Such Policy Resolutions are official actions of the elected Board of Directors, e.g. setting assessments, establishing rules for pet control and providing for the maintenance of architectural integrity of the community.

**IMPLEMENTATION:**

1. Proposed Policy Resolutions must appear on the prepared agenda for the meeting at which the Board will take final action.
2. Comments by members on proposed Policy Resolutions must be allowed from the floor when the Resolution is considered.
3. A majority of the Board of Directors present is required to pass the Resolution following comments from the floor.
4. An emergency can be declared by a majority vote of the Board of Directors waiving the requirement that the Policy Resolution under consideration be on the prepared agenda. In such cases a 2/3 majority of those Board members present is required to approve the Policy Resolution.
5. Policy Resolutions adopted by the Board of Directors shall go into effect immediately, unless otherwise specified, and shall remain in effect until rescinded by Board action.
6. Policy Resolutions adopted by the Board of Directors shall be recorded in the official format in the Book of Resolutions, made known to the membership and shall be reviewed annually by the Board of Directors.

**Tamarack Trails Community Services Association, Inc.  
Madison, Wisconsin**

**Policy Resolution**

Subject: Control of Pets

No. I-101

Supersedes Policy Dated: February 5, 1987

Review Responsibility: Board of Directors

Source: Declaration & Restrictions; By-Laws, Board Action

Effective Date: February 27, 1991

**POLICY STATEMENT:**

Rules and regulations for protecting the aesthetic environment and public health & safety standards of the community shall be established with regard to control of pets. The Board of Directors shall make it the responsibility of the Association Manager to enforce the rules and regulations as approved by the Board of Directors in relationship to control of pets.

**IMPLEMENTATION:**

1. Pets are not allowed to have free run of common areas. When a pet is outside a living unit, it must be accompanied by its owner (or designee) on a leash at all times. This applies to cats, dogs and other pets.
2. Pets are not to be chained or leashed to balconies, patios, or staked on any common area.
3. Balconies, patios, walks, yards and common areas will be kept free of pet wastes. Owners are responsible for proper disposal of pet wastes. A gentle but firm letter is sent to the offending individual announcing a 72-hour period (weather permitting) to have the problem corrected. Following the 72-hour period if the problem has not been corrected a second letter, somewhat more firm and to the point, is sent to the individual stating that they have 24 more hours to correct the situation. If not corrected in this time period it will be done by Tamarack Trails Maintenance people at a cost of \$25.00 per hour, minimum one-hour charge.
4. Pet owners are responsible for any pet damage on common areas or personal property and replacement of shrubs and sod as necessary.
5. Each living unit shall be restricted to a maximum of two pets: 2 cats, 2 dogs or one of each.
6. No animal, other than common household pets, shall be kept or maintained in any living unit. Common household pets shall not be kept, bred or maintained for commercial purposes in any living unit.
7. All pets must be properly licensed and necessary shots kept up date.

**Tamarack Trails Community Services Association, Inc.  
Madison, Wisconsin**

**Policy Resolution**

Subject: Vehicles And Other Large Equipment Kept In Community

No. I-102

Supersedes Policy Dated: March 25, 1992

Review Responsibility: Board of Directors

Source: Declaration - Article VII; Board Action

Effective Date: October 6, 2009

**Policy Statement:**

Streets, driveways, and parking areas within the Tamarack Trails Community are provided for the use of conventional passenger vehicles only. This policy is established in order to assure equitable parking and to maintain an attractive community.

**Permissible Vehicles:** Vehicles that may be parked within the community include conventional passenger vehicles in good repair which are currently licensed and in regular use. Each resident is permitted to park no more vehicles on the property than can be accommodated by their garage and driveway space(s) directly adjacent to the garage. More specifically: Owners with a one car garage are permitted to park no more than two vehicles on the property and only one may park outside of the garage at any time. Owners with a two car garage are permitted to park no more than four cars on the property and only two may park outside of the garage at any time. Residents may request from the manager a variance from these rules for a specified length of time, or for a specified location, i.e. trail or cul-de-sac. Such requests must be in writing and indicate that all residents who would be affected by the variance have agreed to its terms. Such variances may be reconsidered by the manager at the request of any resident that is reasonably affected.

**Registering Vehicles:** Any vehicle which will park outside of a garage more than 14 days per year must register their license plate number with the Association office.

**Restricted Vehicles & Equipment:** The following vehicles may not be parked on community streets, driveways or guest parking spaces:

1. Commercial vehicles including, but not limited to, delivery trucks or vans, special use trailers, or vehicles adapted to a business use, such as a pickup truck that has been fitted with special racks to hold material and tools.
2. Employee vehicles
3. Buses, Recreational vehicles [RVs], Utility trailers, or Campers
4. Boats, snowmobiles, jet skis and like recreational equipment
5. Stored or broken down vehicles. A vehicle will be considered stored or broken down if it remains in the same spot for any period exceeding 72 hours. A resident may contact the office to request a variance for up to three weeks for parking in ones own driveway.

Restricted vehicles and equipment may be parked in a resident's garage. Loading or unloading of prohibited vehicles and equipment is permitted subject to a 24-hour time limit. Temporary storage of restricted vehicles for periods not exceeding forty-eight hours shall be allowed in the lot to the north of the tennis court.

**Moving Vans and Service Vehicles:** These vehicles shall not remain parked in the community longer than a 12-hour period.

**Guest Parking:** If guest parking is limited or unavailable, guests must park on the nearest city street. Guest parking should only be temporary and infrequent so that available parking is not overburdened. It is extremely important that residents neither offer nor expect special parking

privileges for guests. Owners are subject to the same penalties, including fines, if their guest violates these parking guidelines.

### **Enforcement Procedures**

**Written Notice of Violation:** The Board or Managing Agent shall notify the vehicle owner in writing of the specific violation and include a copy of this resolution. A copy of the notice shall be attached to the windshield of the offending vehicle the same day. If the offending vehicle is owned by a renter or guest, the property owner shall be notified. The notice will allow 48 hours to remedy the violation.

**Fines:** Any offending vehicle which remains after the deadline indicated in the written notice or is a repeat offender within a period of one year shall be subject to fine per this policy resolution. The Board of Directors shall levy a fine of \$50 per occurrence against any property owner who violates this resolution or whose renter or guest violates it.

**Right of Appeal:** The vehicle owner, if a property owner, has the right of appeal. Such appeal must be received in writing by the Board or Managing Agent to the regular business mailing address before the notice deadline. If the vehicle belongs to a family member, renter or guest, the appeal must be made by the property owner or the owner's management agent. Once an appeal is received, the Board will hold an appeal meeting within 14 days to review the matter with the vehicle owner (or property owner or management agent if vehicle is owned by a renter or guest). If the appeal meeting does not take place within 14 days, the matter is considered dropped. The Board's decision on the appeal is final. If the appeal is rejected, fining provisions become effective immediately.

**Collection Provision:** All fines, costs and expenses necessary to enforce the Parking Policy will be levied against the property owner and shall be an assessment against the owner's Lot and subject to all lien and collection powers of the Association.

### **Other Provisions:**

1. Major repair or bodywork on vehicles in driveways and other common areas is prohibited.
2. Vehicles parked on Trails, driveways and guest parking areas, must be moved within 24 hours following a snow fall, so that cleanup can be accomplished.
3. Motorcycles and motor scooters are prohibited from using the Tamarack walkways and bike trails.
4. The penalty for damage to the turf caused by repeated improper parking or driving shall be the administrative costs plus actual repair costs.
5. Vehicles parked in areas of trails posted as "No Parking" shall be subject to enforcement per this Policy Resolution.

**Tamarack Trails Community Services Association, Inc.  
Madison, Wisconsin**

**Policy Resolution**

Subject: Signs

No. I-103

Supersedes Policy Dated: April 7, 1981

Review Responsibility: Board of Directors

Source: Declaration, By-Laws, Board Action

Effective Date: February 5, 1987

**POLICY STATEMENT:**

No signs of any type shall be displayed to public view on any lot or common area without the prior written consent of the Board, except for garage sale signs and open house signs.

**IMPLEMENTATION:**

1. The Board of Directors will consider requests for address signs (numbers), lawn signs (limited in size to 4 square feet), advertising a lot for sale.
2. Signs for garage sales (location or directional) must be limited to 4 square feet and may be posted only during the hours of the sale. Limited to two signs.
3. "For Sale" signs (either personal or realtor) shall not be posted on or in front of any home being offered for sale.
4. Open House signs (limited to 4 square feet) may be posted only during the actual hours of the open hours. Limited to two signs.
5. Signs advertising a vehicle for sale are prohibited unless the sign is inside the vehicle and is not purposely parked in a conspicuous position.
6. Project signs of a builder or trades person are prohibited without prior written consent of the Board of Directors.

Subject: Community Nuisance Control

No. I-104

Supersedes Policy Date: April 7, 1981

Review Responsibility: Board of Directors

Source: Declaration ; By-Laws; Board Action

Effective Date: February 5, 1987

**POLICY STATEMENT:**

Nuisances, such as loud and unreasonable noises, imprudent behavior and malicious mischief shall not be permitted if deemed detrimental to any other property or its occupants.

**IMPLEMENTATION:**

Upon written notification from a resident, it will be the responsibility of the Association Manager to notify the offender in writing.

**Tamarack Trails Community Services Association, Inc.  
Madison, Wisconsin**

**Policy Resolution**

Subject: Penalties For Violation of Policy Resolution

No.I-105

Supersedes Policy Dates: April 8, 1981

Review Responsibility: Board of Directors

Source: By-Laws Article V; Declaration Article III & IV

Effective Date: April 30, 1997

**POLICY STATEMENT:**

Rules, regulations and restrictions established in the Declaration, Declaration and By-Laws, or by specific Resolutions of the Board of Directors, for the benefit and protection of the community as a whole, shall be enforced by the Board of Directors. Violations of rules, regulations and restrictions shall be subject to penalties determined by the Board. Penalties shall be timely and invoked with due respect for the benefit and protection of the community and the residents therein. This statement applies to delinquent assessments as well as other violation of rules, regulations and restrictions. No waiver of any rule or regulation shall be implied from the Board not taking action in case of a violation, even if such violation persists or is repeated. The invalidity, performance or unenforceability of any rule or regulation shall not affect or impair any other rules or regulations.

**IMPLEMENTATION:**

1. Complaints will be directed to the association Manager who will contact the accused resident in an attempt to resolve the problem. If this action fails, a written complaint should be presented to the Board. The Board shall consider the complaint at an open meeting and invite both the complainant and the resident complained against to appear.
2. If the Board determines that a violation of a policy resolution has occurred it shall issue a written notice specifying the nature of the complaint, the Policy Resolution violated and a request that the violation be corrected. If the violator is a tenant the notice shall be sent to the owner of the unit with a copy to the tenant. If after a reasonable period of time the violation is not corrected the Board may suspend all community, recreation and social privileges of the owner/violator. The violator will also be held responsible for any damages as ascertained, plus administrative charges for collection. If the violation still persists the Board can seek an injunction from the courts ordering the cessation of the violation. The Board shall notify the violator, in writing, of the violation and the penalty.

**DELINQUENT ASSESSMENTS:**

1. Assessment payments and delinquencies shall be reviewed monthly by the Board. Members of the Association in arrears shall be notified of potential legal action.
2. Assessment that are greater than 20 days past due shall incur a \$15 monthly fee to cover the administrative costs involved in the collection of delinquent assessments.
3. Arrears and penalties unpaid in 60 days after notice shall be cause to suspend the member/owner/occupant from use of social, recreational facilities, voting in the association (this includes all committee and Board of Directors voting rights), participation in community activities or programs until delinquencies and penalties have been paid.
4. Arrears and penalties unpaid in 90 days after notice shall be cause for the Board to place a lien against the property, enter a suit in Small Claims Court, or take other action at law to recover in full, including penalties, administrative charges, and the costs of litigation against delinquent accounts.

**Tamarack Trails Community Services Association, Incorporated  
Madison, Wisconsin**

**Policy Resolution**

Subject: Conflict of Interest-Board Members & Committee Chairpersons  
Supersedes Policy Dated: April 7, 1981  
Review Responsibility: Board of Directors  
Source: By-Laws Article V, Sections 1 & 2

No. I-106

Effective Date: February 5, 1987

**POLICY STATEMENT:**

The Association is prohibited from contracting with or purchasing goods and services from, any business or commercial firm in which an Association Manager, Board Member, or Committee Chairperson has financial interest; except in such case when the firm or organization is the sole provider of such services. Each Board Member, Committee Chairperson, Committee Members has a responsibility to make his/her employment, policy role or financial interest known to the Board and Committee whenever a contractor is being considered in which that person has a policy interest or a financial interest. Any Board member, Committee Chairperson or Committee Member who does not disclose a potential conflict of interest, which is subsequently discovered, is subject to immediate dismissal from that Board or that Committee.

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Subject: Assessment Procedures - Rentals And Resales  
Supersedes Policy Dated: April 7, 1987  
Review Responsibility: Board of Directors  
Source: Declaration, Board Action

No. I-107

Effective Date: February 5, 1987

**POLICY STATEMENT:**

The Declaration of Declaration and Restrictions states that annual and special assessments shall be a charge on the land and shall be a continuing lien on the property against which each assessment is made. Each assessment shall be the personal obligation of the owner of the property from the time when the assessment fell due because of the need to insure that the lien on each property is satisfied prior to resale.

**IMPLEMENTATION:**

1. The Board of Directors (through the Association Manager) shall maintain an accurate list of homeowners and insure that all homeowners fulfill their assessment obligations to the Association.
2. Each homeowner shall be required to notify the Association in writing at such time as the home is placed on the market for sale or for rent.
3. In the event of a resale, it is the responsibility of the seller to notify the Association 1) names of seller or lessor, 2) the name of the buyer, 3) date seller closed transmatic account.
4. In the event of a rental, it is the responsibility of the owner to continue to pay the monthly assessment and inform the Association of the names of the renters.
5. Absentee owners retain voting rights in the Association but the use of the amenities falls to the renter or lessee. Absentee owners may be granted the use of the amenities with the payment of a fee to be determined by the Board of Directors.



**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Use of Recreational Facilities  
Supersedes Policy Date: May 5, 1981  
Review Responsibility: Board of Directors

No. I-108  
Source: February 5, 1987

**POLICY STATEMENT:**

The Clubhouse and Resident Activities Committees shall draw up and publish rules and regulations governing the use of the swimming pool, tennis courts and clubhouse. Such rules and regulations shall be reviewed annually with any subsequent revisions subject to the approval of the Board of Directors; such rules and regulations shall become part of the appendix to the Book of Resolutions and shall be distributed as part of same.

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Subject: Rental Guidelines  
Review: Responsibility: Board of Directors  
Source: Declaration, By-Laws And Board Action

No. I-109  
Effective Date: April 2, 2002

**POLICY STATEMENT:**

The Board of Directors shall require owners to include with their lease the “Tamarack Trails Rental Addendum” stating that the tenant, *before signing the lease*, received a copy of the Declaration and latest governing rules and bylaws, read them, and agreed to be bound by them. The Board of Directors shall require owners to provide the Association with a copy of the signed lease and addendum within 14 days of the lease start date.

**GUIDELINES:**

1. Rules and regulations for leasing units are recorded in Article I, Sections 10 and 11; Article VII, Sections 1a and 2.
2. The Good Life and policy updates are sent to the owner and the leasee.
3. Notice of termination of rental must be sent to the Tamarack office within 30 days of vacancy.
4. Breaches by the tenant of the Association’s documents or rules shall be considered a breach of the rental agreement allowing the Owner to evict a tenant if appropriate.
5. Owners are required to take corrective action against a tenant, up to and including eviction, in case of reoccurring violations of the Association rules.

**Tamarack Trails Community Services Association  
Rental Addendum**

This is an addendum to the lease dated \_\_\_\_\_

Between \_\_\_\_\_ and \_\_\_\_\_  
Tenant (Print Name) Landlord (Print Name)

for the premises located at \_\_\_\_\_  
Address

\_\_\_\_\_  
City State Zip Code

Start Date of lease: \_\_\_\_\_, 20\_\_\_\_

Rental Term: \_\_\_\_\_ months Number of Occupants\_\_\_\_\_

In accordance with **Policy Resolution I-109** adopted by the Association on April 2, 2002 the Landlord and Tenant agree to abide by the terms of this addendum. Tamarack Trails Community Services Association shall be hereinafter referred to as the "Association"

1. Owner agrees that they have provided a full set of Association documents to the Tenant.
2. Tenant acknowledges receipt of the Association documents and agrees to abide by them.
3. Any Breach by the Tenant of the Association documents or rules will be considered a breach of the lease agreement and may result in termination of said lease agreement.
4. Landlord is required to take corrective action against the Tenant, up to and including eviction, in case of recurring violations.

\_\_\_\_\_  
Tenant (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Landlord (Signature)

\_\_\_\_\_  
Date

\_\_\_\_\_  
Tamarack Trails (Signature)

\_\_\_\_\_  
Date Received

**Tamarack Trails Community Services Association, Inc.  
Madison, Wisconsin**

**Policy Resolution**

Subject: Bank Depositories And Signatures

No. II-200

Supersedes Policy Dated: February 5, 1987

Review Responsibility: Finance Committee

Source: By-Laws, Article V, Sections I, (G)

Effective Date: October 9, 1992

**POLICY STATEMENT:**

The Tamarack Trails Community Services Association grants the elected Board of Directors authority to designate depositories for Association funds as well as designate those officers, agents, and/or employees to have authority and be bonded, if necessary, to withdraw funds from those accounts on behalf of the Association.

**IMPLEMENTATION:**

1. Depository institutions for Association funds shall be designated by proper resolution of the Board.
2. The authorized signatures for the above accounts will be the Board Officers, Association Manager and Bookkeeper.
3. The signatures of two persons are required for checks over \$1,500.00 one of whom must be the President of the Board of Directors or designated officer. Checks for employee payroll and insurance premium payments will not require two signatures.

**Tamarack Trails Community Services Association, Inc.  
Madison, Wisconsin**

**Policy Resolution**

Subject: Assessment Billing Procedures  
Supersedes Policy Dated: April 7, 1981  
Review Responsibility: Finance Committee  
Source: Declaration - Article V, Board Action

No. II-201

Effective Date: February 5, 1987

**POLICY STATEMENT:**

The Board of Directors is given authority and charged with the duty of fixing and collecting annual assessments and to establish orderly as well as equitable procedures for the billing and collecting of assessments.

**IMPLEMENTATION:**

1. The Annual Assessment, which is paid in advance monthly installments shall become due and payable on the first day of each month with new residents being billed beginning the month following closing.
2. The billing procedures will be as follows:
  - A. All residents shall pay through a monthly withdrawal system from their checking accounts and then deposited to an account at the Association's designated depository.
  - B. In the event that residents do not pay by automatic withdrawal, they may pay six months installments in advance or pay directly on the first of each month.
  - C. All information pertaining to assessments shall be mailed to addresses appearing on the books of the Association or as modified in writing by a lot or unit owner.
3. Reference: Policy Resolution I-105 - Penalties for violations of Policy Resolutions.

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Subject: Annual Assessments  
Supersedes Policy Dated: January 1, 1986  
Review Responsibility: Finance Committee, Board of Directors  
Source: Declaration of Declaration - Article V

No. II-202

Effective Date: January 1, 1987

**POLICY STATEMENT:**

The Declaration of Declaration and Restrictions of Tamarack Trails Community Services Association grants the Board of Directors the power, by a two-thirds vote of the Directors, to adopt an annual budget and fix annual general and parcel assessments to completely support the budget.

**Tamarack Trails Community Services Association, Inc.  
Madison, Wisconsin**

**Policy Resolution**

Subject: Compensation To Residents For Work Performed  
Supersedes Policy Dated: New Policy  
Review Responsibility: Finance Committee, Board of Directors  
Source: Declaration, Board of Directors Action

No. II-203

Effective Date: February 5, 1987

**POLICY STATEMENT:**

The Tamarack Trails Community Services Association does not compensate current members of the Board of Directors, the Architectural Review Board, nor any committee member or Chairperson, for services rendered to the Association. With the approval of the Board of Directors, a resident may be retained for professional services and may be compensated by the Association for those services. Members of the Board of Directors, Committee Chairpersons, and Committee Members are prohibited from providing services to the Association by Policy Resolution #I-106, unless such person is the sole provider of that service, or does not accept compensation for that service. Staff of the Association may be hired by residents. (see #2 below).

**IMPLEMENTATION:**

1. The Association may retain a resident and compensate him/her by agreement for such professional services as the following:
  - Account Services
  - Appraiser (Real Estate)
  - Architectural Consultant
  - Audit Services
  - Civil Engineer
  - Communications
  - Hydrostatic Engineer (Water & Drainage)
  - Landscape Architect
  - Legal Services (Attorney)
  - Any other as approved by the Board of Directors
2. Members of the Association staff (Association Manager, Grounds Manager, Building Maintenance Manager, Bookkeeper, Clubhouse Caretaker, Lifeguards) may be hired by residents for work unique to their profession and may be compensated for such work, providing that the work is performed during a time other than when engaged by the Association for normally assigned duties during the normal work day.
3. Former Board Members, Committee Chairs and Committee Members are not prohibited from providing services for compensation to the Association.

**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Architectural Controls

No. IV-400

Supersedes Policy Dated: February 9, 2016

Review Responsibility: Architectural Review Board, Board of Directors

Source: By-Laws, Board Action

Effective Date: 4/5/17

**POLICY STATEMENT:**

Rules and regulations for protecting the aesthetic beauty and architectural integrity of the community shall be established with regard to common properties and the exteriors of privately owned property. The Board of Directors shall appoint an Architectural Review Board (ARB) made up of members of the Association which will recommend such rules and regulations and oversee enforcement of those approved by the Board of Directors.

**IMPLEMENTATION:**

**I. Protective Regulations**

- A. Mailboxes and mail slots** - Only mailboxes and mail slots, including community mailboxes and newspaper tubes meeting the design standards of the Board shall be permitted, except for mail depositories which are the property of the United States Post office Department.
- B. Antennas** – Owners are required to contact the Maintenance Committee to determine the best location for the placement of a satellite dish. See the full policy with photographs in Appendix F Satellite Dish Antenna Installation Policy, Book of Standards at [www.tamaracktrails.com](http://www.tamaracktrails.com).
- C. Clothes Line** - No clotheslines or other clothes drying apparatus shall be permitted in any yard area.
- D. Arbors** - No new arbors will be approved and the existing ones (as of 12/01/2009) will be grandfathered as long as they are well maintained.
- E. Exterior Appurtenances –**
  - 1. Items currently not covered as permanent additions or alterations because of their portable nature shall not be permitted on the properties. The items include but are not limited to; hot tubs, spas, swing sets, jungle gyms, basketball hoops, and backboards, portable green houses, portable sheds, or other such portable, tangible, personal property. Outdoor grills, outdoor furniture and rain barrels are covered under Neighborly Standards, Book of Standards at [www.tamaracktrails.com](http://www.tamaracktrails.com)
  - 2. The following items are permitted within a unit Owner's planting beds: bird feeders, lawn figures or ornamental sculptures. Such items should be limited in quantity and size and kept in good repair. If any Tamarack Owner has **objections** to another Owner's use of such items, he/she may submit a petition before the Architectural Review Board 14 days prior to a regularly scheduled meeting.
  - 3. The installation or change in the appearance of any fixture on the exterior of the dwelling (including the roof) or within the unit Owner's lot must be approved by the Architectural Review Board. For this purpose, anything shall be considered a fixture if it requires special electrical, plumbing or other utility connections or if it is affixed by nails, screws, bolts or similar means. No wiring for electrical or telephone installation, or other similar protrusions shall be allowed on the exterior of the unit without written approval of the Architectural Review Board.

**II. Architectural Regulations**

**A. Material and Color**

- 1. Only the exterior materials presently on the existing structure or compatible with the architectural design of the community will be approved.
- 2. Exterior color changes will be approved only if the proposed color is in harmony with the other existing homes in the community or if the color is similar to the colors originally

employed in the community. Front door colors have been preapproved. Color samples are in a notebook in the TT office. Any other colors must be approved by the ARB.

3. Only those areas that are painted may be repainted; only those areas that are stained may be restrained; unpainted surfaces and unstained areas such as brick shall remain unpainted and unstained.
4. The approved color of garage doors is Tamarack white.

#### **B. Fences and Screens**

1. Wood fencing or screening may be approved if the design is in general conformity with the architectural design of the community.
2. Installation of chain link or other galvanized metal fencing are not allowed.
3. All fencing or screening should have finished materials on both sides. If only one side has finished materials, this must face the public side of the individual lot.
4. The use of chicken wire is discouraged.

**C. Awnings** - - awnings, both canvas and metal, as a general rule, do not enhance the aesthetic qualities of the community and are therefore discouraged. Exceptions may be considered by the Architectural Review Board.

**D. Wood Piles** - Outdoor woodpiles will not be permitted. Firewood should be routinely stacked in garages or basements and any exceptions should be submitted to the ARB for enforcement and ruling.

**E. Solar Tubes, Skylights, Chimney/direct vent caps and any other penetration of the exterior shell of the building** - Solar Tubes, Skylights, Chimney/direct vent caps and any other penetration of the exterior shell of the building (examples, roof, exterior walls or foundation) must be approved by the Architectural Review Board with conditions related to location, color, installation and appearance (defined as in keeping with the original ARB approved appearance.) Check with the TT Office for recommended manufacturers.

#### **F. Construction Landscaping**

1. The ARB shall be responsible for landscaping (flowers, shrubs, and trees) planned in conjunction with new construction or existing construction remodeling (including, but not limited to, fences, walks, stairs, patios, decks, porches, etc.). A sketch identifying the location, type, and size at maturity of plantings must be submitted to the ARB for approval.
2. All other landscaping additions, changes and replacements shall be the responsibility of the Maintenance Committee under TTCSA approved policy guidelines as detailed in Policy Resolution V-500, the Book of Resolutions, [www.tamaracktrails.com](http://www.tamaracktrails.com).

#### **G. City and County Building Permits**

(see Declaration of Covenants Article VI, [www.tamaracktrails.com](http://www.tamaracktrails.com))

1. Approval of any project does not waive the necessity of obtaining the required governmental permits.
2. Obtaining a City permit does not waive the need for Association approval.
3. A project will not knowingly be approved which is in violation of the City building or zoning codes.
4. Policy Resolution IV-401 addresses conditions and method for approval of exterior additions, alterations and improvement.

### **III. Guidelines**

#### **A. Seasonal Decorations**

1. All outside seasonal decorations must be confined to the homeowner's house and within homeowner's lot line.
2. Strings of lights or garlands are discouraged from being attached to the building, particularly if nails are used.
3. Lights or decorations on a tree on Association common property are discouraged. If such

decorations are used, the tree must be no more than fifteen (15) feet from the homeowner's home.

4. Extension cords must be marked and protected so that letter carriers, snow shovelers and others will be able to see the cord and avoid an accident. Homeowners must assume the responsibility for any accidents involving such extension cords.
5. All exterior decorations must be removed within two weeks of the calendar holiday.

**B. Miniature White Lights** - For safety and security purposes, homeowners may install miniature, non-twinkling, white lights from October 25th to March 15th when the lights must be removed not simply turned off. The white lights may adorn trees, shrubs, fences and light posts on the owner's property (Lot). The owner is responsible for removing the lights from a tree or shrub to facilitate winter pruning. Extension cords must be marked and protected so that letter carriers, snow shovelers and others will be able to see the cord and avoid an accident. Homeowners must assume the responsibility for any accidents involving such extension cords. Tamarack Trails may also install miniature, non-twinkling white lights on common areas for safety and security.

#### **IV. Additional Related Provisions:**

**All of the following standards require compliance.**

**Departure puts the desired appearance of TT at risk.**

- A. Community Design Standards** (updated 03/15/2015): The following elements make up the major determining influences for the unity of the TT image. (examples of Community Design Standards available at the TT Office)
1. Unity of landscaping.
  2. Siding: material and color. Mastic Double 4 siding, limited color palette.
  3. Roofing: material, pitch, and color: Owens Corning Oakridge Architectural Shingles, one color Estate Gray 30 year architectural type, roof pitch 6/12.
  4. Windows & Doors: All trim is Tamarack white. Windows (casement and sliding), no mullions. Doors (sliding and patio) no mullions. All changes to location or type of windows and doors must be approved by the ARB. See p.16 Appendix C Pre-Approved Entry Doors, Side Lights & Storm Doors, TT Book of Standards, [www.tamaracktrails.com](http://www.tamaracktrails.com)
  5. Trim: Can be Miratec or Cedar painted Tamarack white. Door: head trim 1 x 8, side trim 1 x 4, sill trim 1 x 12. Window: head trim 1x8, side trim 1 x 4, sill trim 1 x 6 House: band board/belly trim 1 x 12.
  6. Entry doors: standard types available at TT office. Photographs are in Appendix C Pre-Approved Entry Doors, Side Lights & Storm Doors, TT Book of Standards, [www.tamaracktrails.com](http://www.tamaracktrails.com). Pre-approved colors are in a notebook in TT office. Photographs are on p. 17 Appendix D Entry Hand Rails Approval Process, Book of Standards, [www.tamaracktrails.com](http://www.tamaracktrails.com). All others must be approved by the Architectural Review Board. Note: Appendix D includes an expedited process for residents with safety concerns.
  7. Garage doors: Approved color is Tamarack white.
  8. Decks and railings: treated cedar (original). For new decks Cedartone treated pine or Azek (gray). All decks and railings must be approved by the Architectural Review Board.
  9. Patios: various materials and colors upon approval.
- B. Deck Stain** (6/3/09):
1. The ARB selected a standard opaque stain color for all future stain and re-stain project colors.
  2. Future deck material will be 1 1/8" x 6" treated lumber and other materials as approved by the ARB for specific proposals.
  3. Deck stain manufacturer selected is Cabot's semi-solid penetrating stain.
  4. Deck stain colors are Pewter Gray and Bark Mulch.
  5. The only substitute color is clear stain.



**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Exterior Additions, Alterations & Improvements

No. IV-401

Supersedes Policy Dated: October 3, 2001

Review Responsibility: Architect. Review Board & Board of Directors

Source: Declaration, By-Laws And Board Action

Effective Date: May 7, 2002

**POLICY STATEMENT:** The Board of Directors and the Architectural Review Board will establish guidelines and procedures for homeowners to submit proposals for exterior additions, changes, alterations or improvements to their Living Unit or Lot. All additions and alterations will be subject to approval by the Architectural Review Board per Article VI of the Declaration and the procedures set forth in this Policy Resolution. Penalty for non-compliance with these guidelines and procedures is discussed in Policy Resolution I-105.

**GUIDELINES:** The following guidelines shall apply to all exterior additions or alterations.

1. If a Unit Owner wishes to build an addition or make an alteration, the proposed addition or alteration shall not result in more than 60% of the lot being covered with STRUCTURE. The area of the STRUCTURE is calculated as follows:
  - a) Enclosed space (including screened porches) shall be counted at 100%.
  - b) Deck and patio space (including concrete pavers and bricks) shall be counted at 50%.
  - c) By request the office manager will calculate the area of the STRUCTURE.
2. If a Unit Owner requests to build an addition beyond original patios or decks, the Unit Owner shall provide a survey showing the actual location of the Lot lines, the existing structure and proposed addition. All proposed construction must be within the applicants Lot lines<sup>1</sup>.
3. After the above criteria concerning the structure's area and location (items 1 and 2) have been met, other considerations, such as visual impact on neighboring units, community aesthetics, landscaping and drainage, will be used by the ARB to determine acceptance or denial of construction proposals.
4. The addition of concrete pavers or brick patio areas larger than 15 sq. ft. requires approval of the ARB.

**PROCEDURES:**

1. Each Unit Owner will submit his/her proposal for exterior addition or alteration to the Architectural Review Board. All submittals must be received at the Association office 14 days prior to the ARB's monthly meeting. Verbal requests will not be considered. The proposal shall include:
  - a) A description and scale drawing(s) of the proposed project, including the height, width, length, size, shape, color, material types and location of the proposed addition or alteration. Architectural drawings, photographs or sketches of similar completed projects may aid in the committee's consideration. The final drawings must contain all of the necessary information and details required to obtain a City of Madison building permit.
  - b) Notices will be sent to all Unit Owners within view of the proposed addition or alteration. These Unit Owners will have a chance to review the plans prior to the ARB meeting (at the Tamarack office) and/or at the ARB meeting. Any of the Unit Owners notified may voice their opinion to an ARB member, the manager or in person at the ARB meeting. If requested, the comments will be kept confidential.
  - c) In order to determine which units will be in view of the proposed addition or alteration, the plan submitted should include a scaled diagram showing the footprint of the unit and its lot lines and the footprint of all the surrounding units (footprint information available at the office). The diagram should also identify all trees and shrubs over four feet tall in the shared green space.
  - d) If the addition or alteration affects the existing drainage pattern, a new proposed drainage pattern must be included. The applicant will be responsible for the cost and implementation of the new drainage pattern.

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<sup>1</sup> See Declaration, Article VII, Section 6

- e) The proposal shall include a landscaping plan and a deadline for completion of the landscaping. Any landscaping, that is damaged on community or adjacent property during the construction process, shall be replaced by the applicant. It is suggested that applicants include implementation of the landscaping and drainage plan in their building contractor agreement.
2. Copies of submitted requests will be distributed to the members of the Architectural Review Board during the week prior to the ARB meeting.
3. Each request for addition or alteration requires specific approval by the Architectural Review Board according to the Declaration of Declaration and Restrictions, unless an ARB standard exists.
4. The Architectural Review Board, after making a decision on the proposal, will forward the application, together with recommendations as to action, to the Board of Directors. The Association Manager, on behalf of the Board of Directors, will indicate in writing, the Board's concurrence or non-concurrence with the ARB's decision and return the application to the ARB for appropriate disposition per action by the Board of Directors.
5. If a proposal is rejected, the applicant is free to request reconsideration by the ARB and is encouraged to present new or additional information which might clarify the request or demonstrate its acceptability. Final appeal may be made to the Board of Directors.

AFTER APPROVAL:

The Association Manager will stamp the final drawings as approved by the Tamarack Trails Architectural Review Board. The Tamarack Trails stamp of approval will be required to obtain the necessary city building permit. A memo will be sent to the resident informing them that their project approval letter and stamped drawings can be picked up at the Tamarack Trails office. Following approval by City Building Inspection a copy of all approved documents must be filed with the Association Manager.

**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Water Damage To Interior of Dwellings  
Supersedes Policy Dated: October 12, 1991  
Review Responsibility: Maintenance Committee  
Source: Declaration and Board Action

No. IV-402

Effective Date: November 6, 2007

**POLICY STATEMENT:**

The Board of Directors shall develop and administer policy relating to water damage to the interior of dwellings. Generally, the Association shall be responsible for the repair of interior damage by water only when the Exterior Shell of the dwelling is damaged in such a way that it permits the entrance of water.

**DEFINITIONS**

All terms used herein shall be as defined in Article I of the Declaration.

“**Structure**” shall be defined as the roof decking, shingles, vents & flashing, aluminum siding, trim boards, building sheeting, ring joists and wall studs.

“**Exterior Shell**” shall be defined as the roof decking, shingles, vents & flashing, aluminum siding and trim boards.

**IMPLEMENTATION:**

1. If water enters the Living Unit through a door or window and causes damage to the Structure the following shall apply:
  - a) The Association shall notify the Owner in writing of the location and extent of the damage, and approximate cost to repair the damage.
  - b) The Association shall repair all damage to the Structure.
  - c) The Owner shall have six months to replace the leaking door/window.
    - i. **If the Owner replaces the leaking door/window**, the Owner will be responsible for the cost to replace the door/window, plus any interior repairs, and one-third the cost of repairing the Structure. The Association will cover the remaining cost to repair the Structure.
    - ii. **If the Owner does not replace the leaking door/window** the entire cost for the repair of the Structure will be assessed to the Owner.
    - iii. Any unpaid amounts shall become a Special Assessment against the Lot per the Restated Declaration.
  - d) All doors/windows shall be replaced by an Association approved vendor.
  - e) If the window will be installed by a non-approved vendor the replacement door/window style and type must be approved by the Architectural Review Board.
2. If water shall enter a unit due to a lack or neglect of proper maintenance by the Association to the Exterior Shell, the Association shall be responsible for the repair of the interior damage as well as the repair of the exterior.
3. The Association shall not be responsible for water entering basements or lower levels or any damage resulting from same, if grading, landscaping and drainage on the exterior is up to the standards of the community.
4. The Association shall not be responsible to repair damages from incidental rain or snow entering the house through an intact ridge vent.

**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Ramps – Exterior  
Supersedes Policy Dated: New Policy  
Review Responsibility: Architectural Review Board  
Source: Declaration and Board Action

No. IV-403

Effective Date: November 21, 2017

Owners with long-term ambulatory challenges may install, with TT Maintenance Dept. guidance and ARB and BOD approval, exterior ramps to aid their entrance into their residences.

Note: Resident(s) should initially contact the TT Office about local availability of ramps.

Short-term and long-term needs. Residents with medical conditions of temporary or predictably short-term duration may want to utilize commercially made ramps to aid access to their housing. Typically, these products are small, inexpensive, often portable, and made of light-weight structural aluminum (and hence are easily removed). Before using these products, residents should confer with ARB representatives to ensure that ramp placement and use fits into the architectural ambience and neighborhood norms of Tamarack.

Residents with more challenging, lasting medical conditions, predictably long-term, may want to construct what is conventionally and broadly referred to as a handicap-entry ramp for a residential house. Guidelines for doing that follow.

Effective planning and construction of a ramp involves understanding and being able to implement the detailed requirements of State of Wisconsin Building Code SPS 321.045. RAMPS (available from the Association office and on-line in electronic documents published by the state). The ARB strongly encourages applicant-residents (and/or their architects) to begin their application process by conferring with the Association's manager and committee specialists to review the state's code specifications.

Owners must purchase and post the building permit required by the City of Madison.

Approval from Tamarack's ARB and BOD to construct a ramp also requires owners to demonstrate in their application documents acceptance of TT's restrictions (separate from those of the state), which follow.

**Safety, Structural Integrity, and Maintenance Serviceability**

Construction ramps may only be made from treated wood (floor support and trim for the floor; floor cross-pieces; and posts for the railing apparatus, if needed); and Azek composite "lumber" (for rails and support pieces for railings).

Structural support pieces, including posts, may only be joined to railing apparatus pieces by stainless steel bolts and screws and/or by non-corrosive fasteners designed by the manufacturers for their products. Not permitted are pre-formed pieces, aluminum or steel materials used in construction of decks; and commonly-used screws and nails which soon bleed rust onto decorative staining.

If at all possible, no part of the ramp should be attached to, use as structural support, or penetrate the siding of any residence. When required, an attachment must be to a structural timber of a wall.

In the footprint of the ramp there should be adequate space around the posts, platforms and the foundation to facilitate normal snow removal and grass trimming.

**Integration within the Neighborhood**

Applicants in their elevation drawing proposals should present a ramp structure proportionately sized and sited for a single unit within a multi-unit dwelling. Platforms and geometric turns should be limited in number, whenever possible, to maintain TT's typical architectural profile for dwellings.

Applicants must also show, on a footprint drawing, how the ramp's linear flow of activity conforms to established vehicle and pedestrian traffic flow in immediate and nearby surroundings.

Footprint drawings should also indicate appropriate locations for existing and new landscape plantings.

In instances in which a ramp is approved, and ramp use will be predominantly motorized wheel-chairs coming and going, the ARB may monitor the finished structure to decide if noise-reduction carpeting is needed—and require the owner to purchase it.

Newly approved and constructed ramp floors must be stained with exterior stains approved by the ARB for decks: Cabot's "Pewter Gray" or "Bark Mulch;" Cedartone's [Menard's] "Decking."

Railing and post apparatus pieces should be treated with a Maintenance-Dept.-approved "white" compatible to that on the dwelling's existing trim.

### **Continuing Maintenance, Owner and Association Responsibility**

Ramp owners (resident and absentee) have full responsibility to maintain them in safe condition with their elements functioning as intended, and with a pleasant appearance. Absent this commitment from an owner, The Association, after working with him/her informally, and (with proper legal notice to him/her), may remove the ramp--billing the owner for all expenses incurred to do this. {This provision also applies to owners who bought properties with ramps prior to the approval of this policy, November 21, 2017}.

### **Removal of Ramps.**

Owners of both temporary (commercial) and constructed ramps must remove them:

1. promptly, after the ramp's intended ambulatory-challenged user(s) have moved from the residence or are no longer capable of continuing, regular entrance/egress on its ramp structures.
2. Before closing on the sale of the property, or transferring the deed to another. In such transactions Tamarack has no ownership claim or responsibility for dealing with any ramp or any of its parts.

**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**

**Policy Resolution**

Subject: Landscaping Policy  
Supersedes Policy Dated: June 9, 2015  
Review Responsibility: Maintenance Committee  
Source: Declaration, By-Laws And Board Action

No. V-500

Effective Date: October 13, 2015

**POLICY STATEMENT:**

The Maintenance Committee will establish guidelines and procedures for landscaping additions, changes and the replacement of dead, dying, or inappropriately located landscaping. For hardscape restrictions and guidelines see Policy Resolution "IV-400 Architectural Controls".

- C. If the homeowner desires a more mature plantings, the homeowner shall cover the difference between the installed cost of the larger planting and the basic selected planting(s).
- D. The Association will customarily consult with affected homeowner(s) for decisions on replacement or new landscaping.

**I. General Policies**

- A. **Landscaping** - refers to deciduous trees, evergreens, and shrubs whether installed by the Association or the homeowner.
- B. **Approval Process** - shall be as follows: Initial approval for locating, replacing or removing of any landscaping shall be made by the Grounds Superintendent or designated representative of the Association . Homeowners are permitted to appeal this decision to the Maintenance Committee. If warranted this decision may be appealed to the Board of Directors with supporting information for a final decision.
- C. **Association Common Area**- refers to all property beyond the legal structural and Lot lines of the individual homeowner's site.
- D. **Landscaping Policy**-Landscaping installed or approved by the Association and all turf areas will be maintained by the Association. Care and replacement of non-approved Landscaping installed by the Homeowner will be their responsibility.

**II. Association Replacement Policy**

- A. Dead, dying or improperly located landscaping will be removed by the Association. The Association or the homeowner may initiate this action.
- B. The type and location of replacement landscaping will be determined through the Approval Process.

**III. Homeowner Landscaping Policy**

- A. Landscaping located in the Association Common Area becomes the property of the Association and is subject to current Association policy. A fee may be assessed to a Homeowner to restore the area to its original condition.
- B. Flowers and perennials may be planted within 4 feet of the foundation wall, sidewalk, patio, decorative fence or post light, and within the Owner's Lot without requiring approval. For Common Areas within 4 feet of a building, walk, patio, fence or post light the boundary for planting will be limited to the line created by the wall adjoining two units or the line created by taking half the distance between the foundation walls, sidewalks, patios, fences or post lights of two adjacent units. However, there must be a 4 inch area between any plantings or protective fencing and the turf, in order to facilitate mowing of the turf. The home owner assumes all responsibility for maintenance and mulching of any perennial and flower bed areas.
- C. New planting areas extending beyond 4 ft. from a foundation wall, sidewalk, patio, or decorative fence or in any other area (such as along a driveway, street, or in the middle of a turf area) that would replace existing turf requires approval through the Approval Process.
- D. Home owners requesting approval of new planting areas must document the location, size and shape of the proposed bed and indicate the general type of plantings (annuals, perennials, shrubs) being proposed. If Maintenance

Committee approval is required then information must be submitted to the Association Manager a week prior to the Committee's scheduled meeting.

- E. If the homeowner wishes to improve and maintain a wooded or border area near their home all work and planting shall be done in consultation with the Grounds Superintendent.
- F. The Association will maintain a list of homeowner initiated approved planting beds and special landscaping installed by home owners so prospective buyers can be made aware of the areas they will be required to maintain. For approved special landscape projects which are located in the Common Area, the Owner will sign a Conditional Use Maintenance Agreement which will be recorded (by Lot) with the Register of Deeds when the cost of restoration is expected to exceed \$500.
- G. Additional landscaping requested by the homeowner and not covered by any other policy, is subject to Maintenance Committee approval. It will be financed by the homeowner and planted under supervision of the Association.
- H. Any landscaping installed without proper authorization or located in the Common Area may be removed at the discretion of the Association if deemed to be inappropriate for a given location. The homeowner will be consulted prior to the removal, and any decisions for such removal shall be according to the Approval Process. The homeowner will be responsible for the removal of; or, for the cost of removal and/or replacement of non-authorized landscaping.
- I. Small amounts of yard waste should be placed loosely in the bin labeled "Yard Waste" located to the west of the tennis courts. Yard waste includes leaves, straw, weeds, flower stalks and grass clippings, and should be deposited in the bin without the bag. Any large accumulations of leaves and dead grass should be raked into piles and will be collected by the Association on request. The Association will pick up small amounts of yard waste each Monday morning from April 1 – October 31.

#### **IV. Trimming Policy Guidelines**

- A. As a general rule all trees and shrubs in close proximity to or touching roofs or siding will be trimmed to a minimum of 8 to 12 inches away from any structure including air conditioners. As much as possible they will be trimmed in a horticulturally correct manner.
- B. All shrubs will be trimmed according to the schedule adopted by the Association unless the homeowner submits a written request for no trimming to be done.
- C. Homeowners will not trim any evergreen or deciduous trees. A maintenance request should be filled out to have such work performed.
- D. Homeowners not wanting certain shrubs trimmed will place a "No Trimming Flag" (available at the clubhouse) adjacent to the shrub. If the homeowner later wants this shrub trimmed, it will be done at the next scheduled trimming for that unit
- E. Trimming of and mulching around trees and shrubs within flowerbeds not accessible without damaging plantings will be the responsibility of the homeowner. As a standard, home owners should not plant perennials within 2' of shrubs. Tamarack staff needs access to shrubs for trimming and mulching. If flowerbeds do not allow clearance for maintenance of the shrubs owner shall be notified of reason for non-maintenance. The homeowner may request special trimming or mulching by a contractor or by the Association at their current cost.
- F. Special trimming requests will be allowed and performed out of sequence for the following reasons:
  - 1. If shrubs are blocking entry or exit to a driveway or walkway.
  - 2. If shrubs are blocking access to a water faucet, air conditioner or electrical outlet.
  - 3. If shrubs are blocking windows or in any way damaging the structure.

**V. Determining Cost if Homeowner Wishes to Pay for a Larger Plant**

**A. Standard Size of Plant Materials at the Time of Installation.**

*Plant materials shall be provided in the following sizes (subject to cost and availability).*

1. Deciduous Trees 1 1/2" B&B. Potted varieties may be used in difficult locations or for smaller decorative trees.
2. Evergreen Trees - 4'-5' tall.
3. Upright Evergreen Shrubs - 3' to 4' tall.
4. Deciduous Shrubs five gallon pot or small B&B. When planted to serve as a hedge or screen, shrubs shall be planted with two to four feet of spacing, depending on the plant species.
5. Evergreen Shrubs range from five gallon pot to 18" B&B.
6. Ground cover shall be generally spaced at a maximum of six to eight inches on center. When used as ground cover, minimum one-gallon-sized shrubs may be planted eighteen to twenty-four inches on center.

7. Slopes shall be planted with hardy, well adapted, and drought-tolerant plants. Any ground cover used shall consist of rooted cuttings.

**B. Standards for Cost Sharing when homeowner would like larger size plants.**

If a homeowner wishes to modify or increase the size of the plants proposed by the Association the following guidelines will be used to determine the amount Tamarack will cover:

1. The amount shall be calculated based on the number of dead, dying or improperly located tree and shrubs removed by Tamarack.
2. For each tree removed \$200 (\$140 tree + \$60 labor).
3. For each upright evergreen \$100 (\$60 plant + \$40 labor)
4. For small evergreen and all deciduous shrubs \$70 (\$40 plant + \$30 labor)



**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**

**Policy Resolution**

Subject: Maintenance Responsibilities of the Association and Home Owner

No. V-501

Supersedes Policy Dated: June 14, 2016

Review Responsibility: Maintenance Committee and Board of Directors

Source: Declaration, By-Laws Article V, and Board Action

Effective Date: December 27, 2022

**General Provisions**

1. **Definitions** All terms used herein shall be as defined in Tamarack's Restated Declaration of Covenants and Restrictions.
2. **Damage Caused by Association** The Association shall be responsible for the repair of any damage to a Lot or Living Unit which results from the lack or neglect of proper maintenance of an item for which the Association is responsible as herein defined.
3. **Damage Caused by Unit Owner** An Owner, their guest, or any person under their control is responsible for any damage to a Lot or Living Unit, beyond normal wear and tear, caused by that person
4. **Maintenance of Property.** As provided for in Article VI, Section 2 of the Restated Declaration. In the event an Owner shall fail to repair or maintain the Lot or Living Unit, as provided herein, the Association, after notice to the Owner as provided in the By-Laws and approval of two-thirds vote of the Board of Directors, shall have the right to enter upon said Lot to repair, maintain and restore the Lot or Living Unit. All costs related to such correction, repair or restoration shall become a Special Assessment upon such Lot.
5. **Entry by Association.** The Association may enter any Lot or Living Unit at reasonable times and under reasonable conditions when necessary in connection with any maintenance, construction, or repair of public utilities and for any other matter for which the Association is responsible.
6. **Limitations on Structural Changes** A unit owner may make improvements or alterations to his/her Lot and Living Unit subject to the Declaration; provided further, that such improvements or alterations do not impair the structural soundness or integrity or lessen the support of any portion of the Living Unit, and do not impair any easement. Any improvements or alterations must be accomplished in accordance with applicable laws and regulations, and must not unreasonably interfere with the use and enjoyment of other Living Units or Common Area.

**Definitions of Responsibility for Repairs and Maintenance**

1. **Exterior Shell** - The Association shall be responsible for the maintenance and repair of the exterior shell. The Exterior Shell shall be defined as the roof decking, shingles, vents and flashing, the siding and trim boards.
2. **Wood Decks** - The Association shall be responsible for the maintenance, repair and replacement of the wood joists, decking and railings to ensure the structural integrity of the deck. The Association will be responsible for painting/staining decking and rails on a scheduled cycle (commonly four to six years). The Association will supply paint or stain to homeowners willing to do the work on their own.
  - A. Deck is failing structurally. At no cost the Association will replace the decking with Cedartone treated decking. The owner can upgrade to Azek decking by covering half of the cost of the material.
  - B. Deck is structurally sound, but decking is treated with a badly peeling solid color stain. At no cost the Association will sand and stain the deck with a semi-solid penetrating stain. This process will maintain the decking until planned replacement starts in the year 2024. The owner can upgrade to Azek decking by covering half of the cost of the material.
3. **Inspection of Framing During Deck Construction** - The homeowner must notify the Association office to provide time for a Tamarack authorized staff member to inspect the structural framework before the deck flooring is installed. This is necessary prior to Tamarack assuming responsibility for maintenance of the deck.
4. **Foundation floors and walls** – The Owner shall be responsible for repair and maintenance of the foundation floors and walls. The Association shall cover 50% of the cost for the installation of drain tile and/or the repair of foundation cracks if said seepage cannot be prevented by exterior modifications to landscaping or drainage patterns. The limit for such repairs is \$750 per dwelling unit. The Owner shall be responsible for locating and notifying the Association of such cracks or seams when they are actively leaking. The Owner shall be responsible for all costs associated

with the removal and restoration of any finished walls and flooring.

5. **Foundation Coating** – The Association shall be responsible for the repair and maintenance of the foundation coating.
6. **Screens, Windows and Skylights** - The Owner shall be responsible for repair and maintenance of screens, windows and skylights including their inherent frames and operating hardware.
7. **Screen Porch** – The Association shall maintain the Exterior Shell including the fascia, rake and lower trim boards. The Owner is responsible for the screens, any trim board touching a screen or located between screens and any decking or patio slab located within or under the screen porch.
8. **Handrails** – If the handrail is structurally sound and built according to the guidelines in the Book of Standards, Tamarack will assume 50% of the cost for maintaining the handrail.
9. **Entrance Doors** - The Owner shall be responsible for the repair and maintenance of all entrance doors including the operating hardware and weather stripping.
10. **Storm Doors** - The Owner shall be the responsible for repair and maintenance of all storm doors including their inherent frame, screen, window and operating hardware.
11. **Patio Doors** - The Owner shall be the responsible for repair and maintenance of patio doors including their inherent frames and operating hardware.
12. **Garage Doors** - The Association is responsible for repair and maintenance of the side and top weather stripping. The Owner is responsible for the door sections, track, drive mechanism, casters, hinges and bottom weather stripping.
13. **Electrical** - The Association is responsible for the repair and maintenance of meter boxes serving multiple Living Units, all post lights and post light wiring. The Owner is responsible for the bulb replacement in post lights, porch and patio lights. The Owner is also responsible for repair and maintenance of doorbells, meter boxes, exterior junction boxes, outlets, fixtures, and switches serving an individual Living Unit.
14. **Plumbing** – The Association is responsible for the water mains and sewer main lines. The Owner is responsible for all water and sewer piping, valves and fixtures serving the individual Living Unit.
15. **Air Conditioning Unit** - The Owner is responsible for all aspects of maintenance relating to the air conditioning system.
16. **Fireplace & Chimney** - The Association shall be responsible for the maintenance of the chimney cap and Exterior Shell for the fireplace and chimney chase enclosure. The Owner is responsible for the maintenance and repair of the entire fireplace and chimney liner.
17. **Snow Removal and Salting of Individual Entry Sidewalks** –
  - a. **Shoveling** - The Association removes snow from entry walks **once** after each accumulation of one inch or more. Once the snow has been cleared, it is the Owner’s responsibility to maintain a safe walkway should ice form or in the event of an ice storm. Owners with disabilities or special shoveling requests should contact the Association office for assistance.
  - b. **Salting** - *Approved at the Jan. 2014 Board Meeting* - At the request of the homeowner, Tamarack will salt their individual entry sidewalk for \$5 per application. Requests received by 2 p.m. on a day when Tamarack’s office is open will be honored that day.
18. **Mulch Policy**
  - a. Regularly scheduled, two-year rotational mulching will occur at a depth of 2" to 3" thick.
  - b. Apart from receiving mulch via the two-year rotational schedule, owners may request additional mulch to be delivered to their residence. Owners will be charged \$15 per Bobcat bucket, a sum comparable to those charged by a commercial nursery. Delivery will be made at the convenience of the landscape maintenance staff, so as to not interfere with their ordinary work schedules.
  - c. In the Maintenance Shop area, the Association will continue to provide access to its mulch pile, for owners wishing to take car-trunk loads or wheelbarrow-loads of mulch from it. There is no charge for this service. Owners are expected to use the mulch in a reasonable manner and exclusively within the Tamarack complex, with the exception of the community garden.
  - d. Owners may also buy and distribute bagged mulch at their residences if the mulch type is compatible with that used by the Association.
19. **Related Policy Resolutions** –  
IV-402 Water Damage to Interior of Dwellings V-502 Ice Dam Policy

**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Ice Dams

No. V-502

Supersedes Policy Dated: New Policy

Review Responsibility: Maintenance Committee

Source: Declaration and Board Action

Effective Date: December 10, 2013

**POLICY STATEMENT:**

The Board of Directors shall develop and administer policy relating to ice dam formation, removal and interior damage resulting from ice dams. The most effective way to eliminate leaks from ice dams is to eliminate the factors that lead to ice dam formation. In general, Owners will be responsible for ensuring that their attic is adequately insulated and for sealing air leaks from the heated living space into the attic.

**DEFINITIONS**

All terms used herein shall be as defined in Article I of the Declaration.

**AREAS OF RESPONSIBILITY:**

- 1) If the attic is accessible (i.e. not applicable to cathedral ceilings) the Owner shall:
  - a) Maintain attic insulation sufficient to provide a minimum insulation value of R-38. This is equivalent to 12" of fiberglass batt or 14" of loose fill fiberglass insulation.
  - b) Ensure that airflow from soffit vents into the attic is not blocked by insulation.
  - c) Seal air leaks from the heated living space into the attic.
- 2) If measurable snow cover exceeds 20" the Association will remove snow from ridge vents to allow for proper attic ventilation.
- 3) **Upon notification of an interior leak due to an ice dam the Association will remove snow and ice from affected areas in an effort to mitigate interior damage to the dwelling.** The cost for snow and ice removal from roofs shall be shared with half assessed to the homeowner and half covered by the Association. Work will be performed by the Tamarack Staff or by an Association approved contractor.
- 4) Repair of interior damage resulting from ice dams shall be covered by the Owner or Owner's insurance if the cost of the repair is less than the current Association's insurance deductible. The Association's insurance will cover the cost for repairs in excess of the Association's deductible.
- 5) At winter's conclusion the Association will inspect shingles and flashings in areas on dwellings that experienced damage due to ice damming. Based on the inspection the Association will implement corrective measures if deemed necessary.
- 6) **The following corrective measures will only be implemented if the home owner's attic insulation meets the criteria set forth in Section 1) above.** At a cost of the current small-task fee, the Association will inspect the attic to verify that it meets the criteria set forth in this policy. The following corrective options also apply to owners who experience severe icing on their front porch
  - a) If there is an unvented porch area and no soffit vents the Association will install 12" wide vented aluminum soffit on the outer edge of the porch ceiling. This will be performed at no cost to the owner.
  - b) If the roof pitch is less the 6/12 and the unit has sustained interior damage the Association will install ice & water shield on the affected area at no cost to the owner. If the roof pitch is 6/12 or steeper, the ice & water shield can be extended at the owner's expense. The reason for this is that the ice & water shield provides leak prevention, but does nothing to reduce the ice dam buildup.
  - c) Install a heated roof cable or heated roof edge system. The Association will cover up to 50% of the cost of the system cost. Owner is responsible for the cost of providing/installing the necessary electrical power.
  - d) A cumulative maximum of \$750 per dwelling unit will be reimbursed to an owner for the installation of heat tapes for the control of ice dams.

**Tamarack Trails Community Services Association, Inc.**  
**Madison, Wisconsin**  
**Policy Resolution**

Subject: Pest Intrusion Policy

No. V-503

Supersedes Policy Dated: New Policy

Review Responsibility: Maintenance Committee and Board of Directors

Source: Declaration and Board Action

Effective Date: October 11, 2016

**A. PEST INTRUSION PROPOSALS**

These proposals apply to situations where animals have entered a home and where the owner chooses not to address the problem on his or her own at their own expense upon becoming aware of pest intrusion or at such time resident should have become aware of intrusion problem.

1. It is the overall policy of Tamarack that if animals enter a Living Unit DUE TO A MAINTENANCE FAILURE by the Association, the Association will assume responsibility for addressing the point of entry and dealing with the problem within the dwelling at the ASSOCIATION'S expense. If Tamarack determines that the entry is not due to a maintenance failure by the Association, Tamarack does not assume financial responsibility, but will always attempt to help: See Section B "Procedures To Get Help".
2. In addition to maintenance failure entry points, Tamarack takes responsibility for animals entering through the following entry points: chimney caps; bathroom fan vents; dryer vents (owners are responsible for cleaning regularly); and under deck entries IF built with Living Unit originally or if built by Tamarack later; if built by current owner, Tamarack does not take responsibility; if built by a previous owner, Tamarack takes 50% of costs.
3. According to already established policy, the following entry points are not Tamarack's responsibility nor are their consequences: foundation floors and walls; screens, windows, and skylights; porch screens and any trim board touching a screen or located between screens and any decking or patio slab located within or under the screen porch; entrance doors; storm doors; patio doors; garage doors; bulb replacement in outdoor lights; doorbells; meter boxes, exterior junction boxes, outlets, fixtures,

and switches serving individual units; all plumbing piping, valves, and fixtures serving an individual Living Unit; air conditioning units. See Policy Resolution V-501 for details.

4. Tamarack does not take responsibility for insects that may enter a Living Unit, but Tamarack may be able to help with the problem.

**B. PROCEDURES TO GET HELP:**

1. Step One is to contact the Tamarack Office and ask for assistance. If the animal problem is determined by Tamarack staff to be caused by a maintenance failure or by entry from the other points Tamarack covers, Tamarack will proceed to take care of the problem and/or contact one of the three pest companies Tamarack recommends, at Tamarack's expense.
2. If Tamarack's staff determines the problem is not Tamarack's responsibility, Tamarack will provide a list of companies to assist the homeowner, at the resident's expense. It is to the advantage of the owner to use one of these companies as the companies are aware of and sensitive to Tamarack owners.
3. If the Homeowner disagrees with the initial determination of the Tamarack staff regarding the coverage of expenses for a Pest Intrusion, they may make an appeal to the Maintenance Committee.
4. If you experience an after work hours pest intrusion EMERGENCY, please call one of the several recommended pest control companies for help.