

FILE COPY

Prepared by and Return to:

Jane Shipman, Association Management Services, 8450 Hickman Road Suite 9, Clive, Iowa 50325, 515-331-8003

Original Covenants recorded on:

June 27, 1997, in Polk County, Iowa,

Book 7666, Page 106

**PRAIRIE GLEN TOWNHOMES ASSOCIATION
POLICY RESOLUTION
RULES AND REGULATIONS**

The following Rules and Regulations were approved and adopted by the Board of Directors on **June 13, 2018.**

WHEREAS, the Board of Directors wishes to establish standards for the operation and governance of the Association that serve as guiding principles for both volunteer leaders and members of the Association; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Board of Directors has determined that it is in the best interest of the Association to enact a policy for Rules and Regulations and adopt the following policies, are hereby recording such notice:

These Rules are in addition to the Declaration of Covenants and Bylaws filed in Polk County for Prairie Glen Townhomes Association. All Rules and Regulations are enforceable.

RULES & REGULATIONS APPROVED BY BOARD OF DIRECTORS JUNE 13, 2018

AUTHORITY AND CONSISTENCY:

The Board of Directors of Prairie Glen Townhome Association has the authority to establish rules and regulations for the Association and the means for enforcement.

However, if there is a bona fide conflict between any rule or regulation and any Bylaw, Covenant or Declaration, the applicable Bylaw, Covenant or Declarations shall prevail.

GENERAL RULES:

1. Homeowners are personally responsible and liable for any damages to the property including buildings, landscaping, lighting, or equipment caused by any homeowner and/or their guest(s).
2. No Owner shall obstruct or interfere whatsoever with the rights and privileges of other Owners or Occupants or the Association in the Common Element. **(Article III-B)**
3. The Association shall have the right to restore the Common Element to the prior condition and charge and assess the cost against the Owner who violates this provision. **(Article III-B)**
4. Personal property may not be left in the driveways, sidewalks, or any common area. This includes toys, bikes, and equipment of any sort. **(Article VIII)**
5. Grills and smokers are allowed on property and must be kept away from any building or fence while in use or hot to touch. Grilling inside the garage area is prohibited. Damage caused by grills or smokers will be repaired at the homeowner's expense.
6. No advertising signs of any kind, including "For Sale" signs or "For Rent" signs (other than interior window signs), shall be displayed on any lot without prior written approval of the Board. No signs of any nature, kind, or description shall be erected, placed, or maintained on any lot which identify, advertise, or in any way describe the existence or conduce of a home occupation. **(Article XI-A)**
7. Discarding of tobacco products in common areas of buildings is strictly prohibited.
8. Fireworks on Prairie Glen Townhome Association property are strictly prohibited. **(City of Ankeny Code)**
9. Commercial childcare and commercial businesses are not permitted on the property. **(Article XI-B)**
10. For the safety of all homeowners and their guests, driving speed on the property streets shall not exceed ten (10) miles per hour.

HOMEOWNERS' UNIT CARE RESPONSIBILITIES:

1. Pest control
2. Doors, storm doors, windows, screens, garage doors, decks, patios, porches, and stoops attached or adjacent to the Owner's living unit and any approved additions, shall be kept debris free and in good condition. **(Article IV-A)**
3. Heating and cooling systems **(Article IV-A)**
4. Electrical outlets servicing the individual units, inside and outside units along with service to garages.

ASSOCIATION DUES PAYMENTS AND ASSESSMENTS:

1. Association dues are due on the first day of each month. A late fee of \$25.00 will be assessed on the 10th of each month if not received in management office.
2. Any assessments in the arrears over 60 days will be turned over to an attorney for collection with all fees and expenses at the cost of the homeowner.

TRASH/RECYCLING:

1. Trash/recycling containers must be stored in garage. Containers must be returned to this area within 12 hours after collection.
2. No garbage or waste shall be left outside a container. All unit owners shall be responsible for, and assist in, preventing garbage, trash, waste, and other debris from being blown, strewn, deposited, or distributed upon or across the common elements. **(Article IV-E)**
3. Disposal of large items is the responsibility of the homeowner. Large items such as furniture, appliances, tires, carpet, and brush are to be disposed of properly.

ARCHITECTURAL CONTROL AND MAINTENANCE:

1. No Owner shall build or erect any permanent structure or object, paint, decorate any building, or in common areas, without prior written approval of the Board of Directors. **(Article III-B)**
2. Patio or outdoor furniture designed to be used in outdoor spaces is allowed on patio and porch areas only.
3. Building exteriors must remain harmonious with one another and therefore cannot be altered, enlarged, reduced, changed, or otherwise used for affixing anything without the prior written consent of the Association.

EXTERIOR REPAIRS:

1. The Association will not pay for unauthorized repairs. Owners must notify the Association first, to obtain permission for repairs/replacements.

FENCING:

1. No fencing may be erected on property without prior approval by the Board of Directors.

LANDSCAPING:

1. No digging or planting on the grounds by an individual homeowner is permitted without written approval by the Board of Directors.
2. Lawn care services will not be responsible for damages to personal items placed in landscaped areas or common areas.
3. Any damage to the property or disruption of service resulting in the penetration of the ground by these items will be immediately rectified by qualified professionals and will be the financial responsibility of the individual homeowner causing the damage or disruption.

GARAGES:

1. Owners will use only the spaces allocated to their respective units. **(Article VIII)**
2. For the safety of the Association members, garage doors will be kept closed at all times unless the garage is actively in use.
3. Owners are prohibited from storing any of the following items in garages: flammable materials or liquids, any combustible materials, materials identified with hazardous material labels or compressed gases. Standard fuel for outdoor cooking grills is allowed. **(City of Ankeny)**
4. No maintenance or repairs to vehicles are allowed in driveways or parking spaces on premises is allowed. **(Article VIII)**
5. No Owner shall use spaces allocated to their respective units for storing of inoperative motor vehicles, boats, snowmobiles, trailers, camping vehicles, or other recreational vehicles, or for parking of trucks, or other commercial vehicles, except temporarily and with written permission from the Board of Directors. **(Article VIII)**

PARKING:

1. Owners may park their vehicles in the garages or on the driveways of their respective units only. **(Article VII-G)**
2. Parking outside the building is permitted only in designated areas, except for the driveway, which are reserved for the residents/owners of the units to which they are respectively allocated, are always on an unreserved basis unless otherwise prohibited.
3. No vehicle may park on the streets or obstruct the roadway or driveway of any unit at any time. **(Article VIII)**
4. Any illegally parked, (including vehicles without current tags) abandoned, disabled (including flat tires), or non-operative vehicles on Association property will be towed at owner's expense. **(City of Ankeny)**

NOISE:

1. No noxious, offensive, hazardous, or annoying activities shall be carried on upon any part of the property, nor shall anything be done or placed on or in any part of the property that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others.
2. Noise from car horns, motors, mufflers, stereo systems (inside or out), and/or alarm systems will not be tolerated.

PETS:

1. Pets must be registered and vaccinated according to City, State, and County ordinances. **(City of Ankeny)**
2. All pets will be on a leash, at all times, and accompanied by the owner or responsible party when outside the unit and on Prairie Glen Townhome property. **(City of Ankeny)**
3. Homeowners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance (including barking and aggressive behavior) to others. **(City of Ankeny)**

4. Pet owners shall be responsible for cleaning up after their pets and disposing of any waste in a timely and responsible manner, whenever the pet is outside the owner's unit. **(City of Ankeny)**
5. Pets must live within the unit. No outside kennels, houses, hutches, pens, fenced areas, or similar type of confinement shall be allowed outside a unit.
6. All pet tie outs cannot be placed in common element areas. (Ex. Front, side or back yards.)
7. If Association is required to cleanup animal waste the homeowner will be responsible for reimbursing the Association.
8. All service animals (ADA) and assistant animals (HUD) must be in compliance. Owner may request a reasonable accommodation informational packet to be completed and presented to Board for approval.

SATELLITE DISHES/ANTENNAS/RADIOS:

1. No satellite dishes/Antennas/Radios will be permitted on the roofs or the siding of the buildings at any time.
2. Prior to installing a satellite dish, owners must submit a satellite dish waiver. Satellite dishes must be installed by a professional installer and may be placed in the unit's rock/plant beds or on the side of the unit's chimney.

RENTAL/LEASING:

1. In order to protect the integrity of the development, and to ensure that those persons residing have similar proprietary interest in their Townhome, no Townhome shall be leased or rented to any person not having an ownership unless and until the unit has been occupied for a period of one year by the Owner. **(Article XIII-E)**
2. No unit shall be leased or rented for a period of time, of less than one year, and shall be extended or renewed on a yearly basis. **(Article XIII-E)**
3. A copy of the Rules and Regulations must be provided to lessee by the unit owner.
4. A copy of the lease, a rental form (obtained by management company), and a copy of the rental certificate must be sent to the management office within 15 days of the beginning of the rental term. **(Article XIII-E)**
5. All renters/lessees must carry rental insurance on their personal property.
6. The owner of any unit assumes all liability for actions and/or damages caused by the renter/lessee. The Association reserves the right to take legal action against any owner because of actions taken by a lessee. **(Article XIII-E)**

SNOW REMOVAL POLICY:

1. The Association shall be responsible for removing snow from walkways and driveways, and servicing the owner's lot, sidewalks, and streets. Each Owner shall be responsible for stoops, steps, decks, patios, and all other areas not assumed by the Association after a 2-inch accumulation and in a timely manner, as weather conditions allow. Vehicles parked in driveways may prevent drives from being plowed.
(Second Supplemental/Amendment...Article IV-D)

HOLIDAY DECORATIONS:

1. Holiday decorations may not be attached to any surface or object in such a way as to cause damage. The cost of repair or damage will be the owner's responsibility.
2. Holiday lights and decorations will be put up no earlier than Thanksgiving each year and taken down no later than the following January 25th.
3. Special occasion decorations (e.g. new baby, welcome home, etc.) and decorations for events such as Halloween, Easter, etc. must be removed within 2 weeks of first being displayed.

Distribution of Rules and Regulations are considered notice to homeowners.

If a homeowner violates the Covenants, Bylaws, or Rules and Regulations:

- a.) homeowner shall be assessed \$25.00 for first act of any violation,
- b.) homeowners shall be assessed \$75.00 for second act of any violation,
- c.) all violations for subsequent violations will be assessed \$150.00 thereafter,
- d.) all fines for violations shall be assessed to the homeowner and payable within 15 days of notice. A late fee of \$25.00 will be assessed monthly if not paid in full.
- f.) a lien will be placed on a unit if fines or assessments become delinquent over 60 days at the cost of the unit owner.

All disputes between unit owners or regarding individual fines shall be heard at the next regularly scheduled board meeting after submitting a written notice from unit owner. Determinations by the Board shall be binding.

I hereby state by my signature, being the President of the Association, the Board of Directors of **Prairie Glen Townhomes Association** has adopted such policy and shall remain in effect unless amended by the Board of Directors of the association.

PRAIRIE GLEN TOWNHOMESASSOCIATION

FILE COPY

Jake Wilson, President

STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this ____ day of _____, 2018 before me, a Notary Public in and for the State of Iowa, personally appeared **Jake Wilson**, to me personally known who, being by me duly sworn, did say that that person is **President** of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and that the said **Jake Wilson** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.

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Notary Public of the State of Iowa