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Rules and Regulations for the Cedar Vista Condominiums Owners Association

Amended 5-2-2017

Rules and Regulations for the Cedar Vista Condominiums Owners Association

Vision: *We envision an Association in North Liberty, Iowa that offers an inspiring lifestyle and quality of life, and is a desirable place in which to live and enjoy the benefits of family, friends and community.*

Mission: *Our mission is to enhance and preserve the quality of life and sense of community through effective and efficient management of our Association, enforcement of rules and regulations to preserve property values, and support initiatives and capital improvements that benefit the greater good of the Cedar Vista Lane Community.*

Values: *In all our activities to achieve our vision and mission we will value integrity, fairness, consistent firmness and common sense, community participation, respect, cooperation and sense of community responsibility.*

Board of Directors Objectives:

- *Encourage collaborative and diverse participation that includes an involved membership.*
- *Establish and maintain appropriate and effective channels of communication to actively listen to the concerns of the community.*
- *Satisfy, maintain and enhance community support requirements relating to property values, legal and safety issues.*
- *Build community relationships that capitalize on best practices and improvement opportunities.*
- *Seek continuous improvements in effective and efficient management of our Association.*
- *Establish and maintain a strong financial foundation for all operations of our Association.*
- *Be forever mindful of and preserve the Association's Vision, Mission and Values.*
- *Serve in the best interests of the Association, not self.*

Member Objectives:

- *Good Neighbors First. There is no better substitute for resolving community issues as neighbors.*
- *Volunteerism. We highly value participation in the Association that extends beyond the normal commitment(s) of being a member/resident.*
- *Property Maintenance. Property owners/residents will maintain their respective property in accordance with our By-Laws, rules/regulations, conditions and restrictions that enhance the Association and does not detract from the value of our properties or common areas.*
- *Common Good. We will evaluate all issues on their merit to the Association, our Mission Vision and Values, and not with regard to any particular interest group or self.*

I. Names/Telephone Numbers

Cedar Vista Condominiums Owners Officers and Directors:

President: Steve/LaRae Rudin	319-626-6369 chaserudy@southslope.net
Vice President: Jim Weaton	312-209-3826 jim_weaton@southslope.net
Secretary/Treasurer: Cindy Montague	708-372-0471 cindyamontague@gmail.com
Landscape Committee: Nancy Weaton	815-529-1267 n_weaton@southslope.net

II. Introduction

This pamphlet is an introduction and quick reference to the Rules and Regulations, Parking Policy, Collection Policy, and Landscaping Policy of our community.

These Rules have been adopted in accordance with Paragraph VIII (4) of the Bylaws of the Cedar Vista Condominiums Owners Association (the "Association") to promote the safety and welfare of all residents, and to maintain an acceptable quality of life for all members of the Association.

These Rules do not replace the Condominium Declaration or the Bylaws of the Association, which are the primary governing documents used by the Board of Directors in managing the Association. In case of conflict between the wording of these Rules and the Declarations and Bylaws, the Declarations and Bylaws will prevail.

These Rules apply to all property owners, residents, family members, tenants, occupants, agents, visitors, contractors and guests and are enforced by the Board of Directors in accordance with all applicable Declarations and Bylaws.

In enforcing these Rules, the Board will make every effort to ensure that they do not affect unit owners' right to the enjoyment of reasonable and unrestricted use of their property or to the privileges of ownership. The Board undertakes to respond to unit owners' inquiries in a timely manner, usually within two weeks of receiving a written request.

III. General Information

There are three classifications of property in our Condominium Association. The first is your individual unit, including the garage, which you own exclusively. Generally, the boundaries of your unit are the interior surfaces of the perimeter walls. In addition to your own unit, there

are two other types of property in the development: "General Common Elements" and "Limited Common Elements."

The General Common Elements include the land, the buildings themselves, the streets, curbs, and "Visitor" parking areas, the lawns and yard areas, trees and shrubs, and exterior lighting. Each owner has an equal undivided common ownership interest in these General Common Elements. The Association, acting through the Board of Directors, is responsible for the management, maintenance and improvement of these areas.

The Limited Common Elements include the decks, patios, screened porches, steps, sidewalks and driveways that are immediately adjacent to each individual unit. Although they are owned by the Association, the Limited Common Elements are generally reserved for the use of each unit owner. You, as a unit owner, are responsible for the maintenance of these areas.

The Cedar Vista Condominiums Association is a member of a larger Homeowners Association, the Cedar Springs Homeowners Association. Among other things, the Cedar Springs Homeowners Association is responsible for the maintenance of the pond to the south of our Association's property. Any questions about the pond or the Cedar Springs Association should be directed to the Board of Directors.

IV. General Rules and Regulations

These are the general rules and regulations of the Association. Exceptions to these rules may be granted only upon written approval from the Board of Directors.

Residential Use: All condominium units shall be used exclusively for residential purposes. Nothing shall be done or maintained in any condominium unit or on the Common Elements, which is in violation of any law.

Unlawful and Disturbing Noises/Practices: No noxious or offensive trade or activity shall be carried on within any condominium unit, nor shall anything be done therein or thereon which may be or become an annoyance to the neighborhood or other owners. No unit owner shall make or permit any unreasonable noise or unusual or objectionable odors that will disturb or annoy other residents, or permit anything to be done which will interfere with the rights, comfort and convenience of other residents.

Defacing of property: Signs, notices, advertisements, or any alteration of exterior surfaces shall not be placed, inscribed, or exposed on any window, door, or other exterior parts of a condominium unit, or on any Common Element. Seasonal decorations and "For Sale" signs, or other signs approved in writing by the Board, are specifically excluded from this regulation.

Property damage: Any damage to any Common Element by any owner, tenant, guest, family member, contractor, or pet shall be repaired at the expense of the unit owner. Except in cases of emergency, all necessary repairs must be approved by the Board of Directors before work is begun. The Association may, at the discretion of the Board of Directors, assume responsibility for all necessary repairs. All charges for repairs incurred by the Association may be assessed against the unit owner in addition to a fine. Unit owners are fully responsible for the actions of their tenants, guests, family members, contractors and pets, and shall be held accountable for any damage done to the property.

Common areas: The lawns and walkways shall not be used for storage or parking or be obstructed in any way. No bicycles, toys, trash cans or recycle bins, or other personal property shall obstruct entrance ways, walkways, parking or other common areas. Each unit owner will keep the areas immediately in front of and in back of his or her unit free and clear of all trash, papers and debris.

Recycling and Garbage: North Liberty's recycling and garbage pickup day is Wednesday. Trash cans or bags and recycling bins may be placed at the front of the driveway no earlier than Tuesday evening. All trash cans and bins must be placed back in your unit by Wednesday evening. The Board requests that all recycling bins, trash cans and lids be labeled with the unit owner's name and address so they can be returned if blown around by the wind. Arrangements for the removal of bulky items such as mattresses, furniture, appliances, etc., may be made with the City of North Liberty by calling (319) 665-4489. Items should not be placed outside earlier than the evening before the scheduled pickup day.

Satellite dishes: No unit owner shall be permitted to erect a radio or TV antenna or any other fixture, item, wiring or appurtenance to the exterior or roof of any building. A unit owner may attach a TV satellite dish no larger than 18" in diameter to the Unit but the location where the dish is to be attached must be approved in writing by the Board of Directors prior to installation.

Rental Property: A condominium unit may be rented or leased, provided the entire unit is rented. No lease will relieve the owner from any responsibility or liability imposed by the condominium documents. All unit owners who rent to a tenant shall: (1) provide the tenant with a copy of the By-laws and Rules and Regulations, (2) include in the lease agreement a provision that the tenant has been given said copies, has read and understood, and agrees to abide by these documents, (3) notify the Board of Directors in writing that the unit is tenant-occupied, giving the name(s), address and phone number of the occupants, and (4) provide to the Board the name of any agent retained by the unit owner to manage the unit for him/her.

Insurance: Nothing shall be done or maintained in any condominium unit or on any Common Elements, which will increase the rate of insurance on any condominium unit or on the Common Elements, or result in the cancellation thereof, without prior written approval of the Board of Directors.

V. Animals/Pets

The maintenance, keeping, boarding and/or raising of animals, livestock or poultry of any kind, regardless of number, within any condominium unit or Common Elements is prohibited. This provision shall not prohibit the keeping of small dogs, cats, or caged birds as domestic pets, provided they are not maintained, kept or bred for commercial purposes and provided further that the keeping of small dogs, cats or caged birds will not constitute a noxious or offensive activity. No unit shall house more than one (1) pet unless approved in writing by the Board of Directors.

Owners are responsible for all damages caused by their pets to the Common Elements and to the property of others. Any pet which in the opinion of the Board of Directors is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors.

All pets shall be kept leashed and under the control of their owner whenever they are outside the unit, and shall not be allowed to run free or unleashed at any time, or to otherwise interfere with the rights, comfort or convenience of other residents. No pet shall be staked or tethered and left unattended in the Association Common areas. Any person keeping a pet shall immediately clean and remove any waste or messes created or caused by their pet.

All pets must be licensed and vaccinated in accordance with the City of North Liberty Pet Regulations. Contact the City of North Liberty for more information.

VI. Parking Policy

No boats, trailers, recreational vehicles, motor homes, semitrailer trucks, junk vehicles or other vehicles on which current registration plates are not displayed shall be parked or stored anywhere on the premises of the Association without the written approval of the Board of Directors.

Automobiles, including motorcycles, should be parked only in the areas provided for that purpose, primarily on each unit's driveway and in the designated "Visitor" parking at the west end of Cedar Vista Lane. Automobiles may be parked on Cedar Vista Lane for limited periods of time but shall not be parked in such a manner as to impede or prevent ready access to any

entrance to or exit from the buildings by any other vehicle. Overnight parking on Cedar Vista Lane is strictly prohibited. Automobiles must be removed from Cedar Vista Lane and the designated "Visitor" parking whenever snowfall exceeds 2" in order to expedite snow removal. Violators will be fined and their vehicles may be towed.

VII. Landscaping and Snow Removal

Purpose: With a condo association, uniformity is the goal so that each unit presents a uniform, pleasing appearance. This not only enhances our appearance to the viewer, but makes our Cedar Vista Lane desirable for others to purchase and live with us. All landscape projects are the result of research by professionals in the field and the contracted landscape company. This is important for the best choice of what to plant where considering the soil type, sun/shade positioning, surface water conditions, safety and staying in compliance with association rules and regulations.

Landscaping: The Association's Board of Directors, with the advice of the Landscape Committee, is solely responsible for the maintenance of all landscaping on the property including the lawn, bushes, flowers and trees, with the exception of Plantings (C) listed below. The Association contracts for mowing weekly (or as needed), fertilizing, pruning and mulching of trees, bushes, flowering plants, and river rock beds and spring and fall clean up as well as any special landscaping projects as needed. Unit owners are reminded that only the contracted maintenance company, along with the Landscape Committee, should address and resolve any and all HOA landscape issues. All landscape questions, problems, concerns or issues should be presented, in writing (see Attachment A/Rules & Regulations), to the landscape committee for review. In order to keep the costs of landscaping (and assessments) down, the Landscape Committee requests that each unit owner monitor the condition of the landscaping adjacent to his or her unit and report any problems or issues to the committee.

Plantings:

- A.** As of September 9, 2016, the Association determined that all flower beds in front of all units will be mulch, and the sides and backs of all units will be River Rock. Any front, back and side flowers, shrubs and trees planted prior to September 9, 2016, will be considered 'Grandfathered' so long as they are maintained by the unit owners. Unit owners may not make any additional plantings of stand-alone trees, hanging baskets, flowerbeds, perennial shrubs, and flowers, except as permitted in **Section B** below. All future ground plantings will be done only by the Association's contracted Landscape Company.

- B.** Allowable landscape options: Each unit may have up to two (2) flowering pots on the front porch and/or steps and one (1) flowering pot on the driveway cement, between the front garage doors. Up to five (5) flowering pots may be on the cement patio, in the

back. One (1) shepherd hook, with single or double flowering pot holders, may be placed in both the front and back of each unit. Pots and shepherd hooks can be placed outside from April 1 to November 1 (with the exception of seasonal pots) and must be placed where they cannot interfere with the lawn maintenance/snow removal. Pots/Shepherd Hooks must be removed, cleaned and stored for the winter by November 1 each year. Pots and Shepherd Hooks may be left on back cement patios for storage purposes.

C. All 'Grandfathered' plantings and all flowering pots and Shepherd Hooks shall be the responsibility of the unit owner. If plantings or pots/shepherd hooks are not maintained, the unit owner may be asked to remove them or the Association may hire someone to maintain the area and bill the unit owner.

D. Watering of all front and back plantings shall be the responsibility of the unit owner.

Snow Removal: The Association contracts for snow removal for Cedar Vista Lane including the sidewalks surrounding the immediate property, the south side unit walkways, 'Visitor' parking at the west end of the lane and unit driveways. Snow removal occurs whenever snowfall is two (2) inches or greater. All vehicles must be removed from the lane and 'Visitor' parking to facilitate the snow/ice removal. Unit owners are responsible for snow/ice removal from the front porch and steps of their unit, and for snow/ice removal from their driveways when snowfall is less than two (2) inches.

VIII. Architectural Control

Architectural Maintenance: Unit owners are reminded that alteration and repair of the buildings and other Common Elements is the responsibility of the Association. No work of any kind is to be done upon the exterior building walls or upon the interior boundary walls without first obtaining the approval of the Board of Directors. Any exterior modification, or other change to the common elements made without prior written approval of the Board of Directors is subject to fine by the Board and may require corrective action to bring the violation into immediate compliance with current architectural standards at the sole expense of the unit owner. No resident shall be permitted on the roof. Issues relating to roofs shall be addressed to the management company or the Board of Directors.

IX. Collection Policy

Assessment payments are due on the first day of each calendar month. Payments may be made by check, electronic transfer, or other method approved by the Secretary Treasurer. If payments

are not received by the 10th day of the month, the unit owner will be assessed a late payment fee of \$25.00.

X. Enforcement/Penalties

A system of penalties has been established to ensure compliance with the Rules and Regulations of the Association. The Association believes that the enforcement procedure will result in greater community awareness of reasonable conduct that all unit owners have the right to expect from each other. If the violator is not a unit owner, the owner will be provided with copies of all correspondence pertaining to the violation and any ensuing penalties and hearings. The unit owner is ultimately responsible for all fines and the removal of all violations.

Fines may be imposed for violation of any of the above rules, according to the following schedule:

- First violation, after written warning - \$25.00
- Repeated violation - \$50.00

If a violation of the rules is alleged, the Board will notify the alleged violator in writing to cease and desist from the violation. If the violation is removed within ten (10) days, no penalty will be assessed. Should the violation continue beyond ten (10) days, a fine will be imposed.

The violator may request a hearing before the Board which will afford the violator a reasonable opportunity to be heard. The violator may present his/her case to the Board, and the Board will decide, based on the available information regarding the alleged violation, whether or not any fines and/or penalties should be lifted.

If a similar violation is repeated within twelve (12) months of the first notice, a fine will be imposed without a grace period.

If any unit owner fails to comply with the Rules and Regulations, By-laws or Condominiums Declaration, or with any decision rendered under the Rules and Regulations, By-laws or Condominiums Declaration, the unit owner may be sued for damages or injunctive relief, or both. The prevailing party in any such proceeding may be entitled to an award for legal fees, as determined by the court.

A fine will be applied to the unit owner regardless of whether the offender is the unit owner, a tenant, a contractor, a guest or a household member. The payment of a fine does not relieve the offender of the obligation of correcting the violation. If the Association incurs expenses to correct the violation, this expense will be applied to the unit owner. If the bill is not paid by the unit owner, it will be treated as a Repeat violation of the rules and a late payment fee will be imposed.

If a fine or other expense remains unpaid, a lien may be placed against the unit in question. This means that the unit cannot be sold unless the fine and all associated expenses in filing the lien are paid, and the lien has been removed. In addition, the Board of Directors may foreclose on a lien if it is deemed necessary. Other penalties for not paying the aforementioned fines and expenses may also be considered including, but not limited to, the following:

- Suing the unit owner for damages.
- Seeking criminal penalties through the proper authorities (violations of county or state laws).

XI. Miscellaneous Provisions

No waiver: Any consent or approval given under these Rules may be added to, amended, or repealed at any time by resolution of the Board of Directors of the Association. The Board's failure to approve, or delay in approving, any variation from any of these Rules will not operate as a waiver.

Repeal: The Rules and Regulations for Cedar Vista Condominiums Owners Association dated January 17, 2016 and attached as Exhibit "C" to the Declaration of Submission of Property to Horizontal Property Regime Pursuant to Chapter 499B of the Iowa Code is hereby repealed in its entirety.

Amendment: These Rules may be modified, repealed or amended at any time in accordance with Paragraph VIII (4) of Bylaws of the Cedar Vista Condominiums Owners Association.

These Rules and Regulations have been updated and approved by the Board of Directors and a majority vote of the Homeowners at the May quarterly meeting of the Cedar Vista Condominiums Owners Association on the 2nd day of May, 2017.

CEDAR VISTA CONDOMINIUMS OWNERS ASSOCIATION

By: Steven D Rudin President

Cedar Vista Condominiums Owners Association

North Liberty, Iowa

Attachment A/Rules & Regulations

The purpose of this form is to bring to the attention of the C.V.H.O.A. Board of Directors, any issues that require immediate attention and/or resolution. Open communication is a key to our association's success and we appreciate the time you will take to fill this request form out and return to the Board's attention.

Name of Homeowner: _____

Address: _____

Phone: _____

EMAIL: _____

Today's Date: _____

Please explain your question, problem or concern:

Describe the location of the above question, problem or concern:

Additional Comments:

Homeowner's Signature

Date

Please complete and return to one of the following Board Members:

- Steve Rudin 1544 Cedar Vista Lane chaserudy@southslope.net
- Jim Weaton 1536 Cedar Vista Lane jim_weaton@southslope.net
- Cindy Montague 1542 Cedar Vista Lane cindyamontague@gmail.com

You will be contacted within 72 hours of receiving this information. Thank You!