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Johnson County Iowa
Kim Painter County Recorder

BK 6130 PG 669-687

Prepared by: R. Bruce Hauptert
67 Leamer Ct.
Iowa City, IA 52246

541-2426

Return to R. Bruce Hauptert

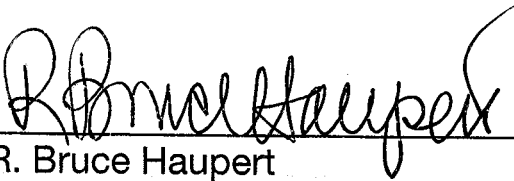
AFFIDAVIT

STATE OF IOWA
COUNTY OF JOHNSON

I, R. Bruce Hauptert, being first duly sworn, do upon oath depose and state the following:

1. I am now and at all times relevant hereto was a resident of a condominium situated within Lytham Condominiums, a condominium regime formed by declaration recorded in Book 4378, Pages 92 through 204, of the real estate records of Johnson County, Iowa. Said Regime is situated on the following described real estate in Johnson County, Iowa:
Lots 1 and 2 as shown on the Final Plat of Lytham Condominiums, which plat has been recorded in the office of the Johnson County Recorder in Book 53, at Page 336, subject to easements and restrictions of record.
2. I attended the annual meeting of the Lytham Condominiums Owners Association on October 19, 2020, and know of my own personal knowledge that notice of said meeting was given pursuant to the by-laws,

that a quorum was present, and that more than 75% of the owners voted to approve revised Rules and Regulations in the form which has been attached hereto, marked Exhibit A, and by this reference made a part hereof, as a complete replacement of the prior Rules and Regulations which were a part of the original Declaration referred to above.

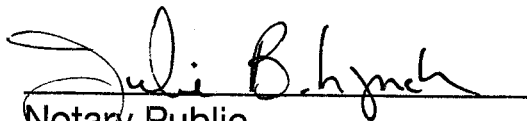

R. Bruce Hauptert

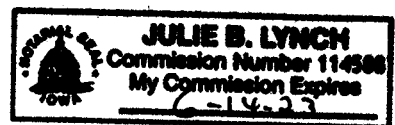
IOWA NOTARY ACKNOWLEDGEMENT

(INDIVIDUAL)

STATE OF IOWA
COUNTY OF JOHNSON

This record was acknowledged before me on this 30 day of
October, 2020, by R. Bruce Hauptert.


Notary Public



My commission Expires: 6-14-2023

RULES AND REGULATIONS

1. Purpose:

The purpose of these Rules and Regulations is to augment the provisions of the Condominium Declaration, the Bylaws, to provide comfortable surroundings, appreciating property values, and the orderly administration of the Association. These Rules and Regulations are incorporated as a part of the Condominium Declaration by this reference. A violation of any provision contained in the Declaration, Articles of Incorporation of the Association, or the Bylaws of the Association, or any other condominium document relating to this Horizontal Property Regime shall be deemed to be a violation of these Rules and Regulations and subject to the enforcement provisions contained herein. These Rules and Regulations are binding on all unit owners, residents, their families and guests. All references in these Rules and Regulations to unit owners, residents, and guests or occupants are interchangeable, and each shall be jointly and severally liable and responsible for actions or violations. However, the unit owners are primarily responsible for compliance with these Rules and Regulations and with the Bylaws of this Regime.

2. Monthly Maintenance Assessment Policy:

The monthly payments required of all unit owners are essential for the orderly and proper management of the buildings and common areas. The payments must be made on time, made payable to the Lytham Condominiums Owners' Association and mailed or hand delivered to the designated depository on or before the first day of each month.

The Board determines the monthly maintenance assessments based on the annual budget and the percentage of ownership of each unit. The budget covers the standard calendar year and is approved by the Board of Directors during the previous year. The budget includes current operating expenses as well as reserves for repair and replacement of common elements, snow removal, lawn care and maintenance, and common utilities.

Other items which might be included in a unit owner's monthly assessment fee would include any fines assessed, attorney's fees, court costs and interest, if any, in collecting delinquent assessments from that owner, and the charges incurred by the Association in repairing or replacing limited common elements.

Owners of record and their successors in interest are ultimately responsible for the payment of the assessment.

The Board has established the following rules and procedures to handle the collection of the monthly maintenance assessments.

- a. All assessments are due on the first day of each month, without exception. The Board shall establish the monthly assessment effective at the beginning of each calendar year. No monthly statement shall thereafter be mailed unless a special assessment is made. It is the

responsibility of each unit owner to pay the monthly assessment without further notice and without monthly reminders.

b. Assessments received after the 15th day of the month are deemed late. An administrative fee (late charge) of \$25 will be automatically assessed to the amount of each unit owner whose assessment is not received by the 15th.

This policy is implemented as a means of enforcing prompt payments in order to assist those responsible for the duties, chores, and burden imposed upon them by virtue of their positions held in the Lytham Condominium Owners' Association.

c. Any payment of less than the full amount of the assessment and other charges due in any given month shall also be deemed late and subject to the \$25 administration fee.

d. The administrative fee of \$25 will be cumulatively assessed for each succeeding month that the monthly assessment and fees remain unpaid

e. Any payments received must be applied to the oldest outstanding charges first. All late fees, legal fees, and fines collected shall be credited to the operating fund.

f. The Board may waive administrative fees under appropriate circumstances as determined by the Board

g. Unit owners are understanding of the necessity for a smooth financial operation for the Lytham Condominium Owners Association and can, therefore, understand that sometimes enforcement procedures are necessary. Unit owners, therefore, who are delinquent in any assessment or other charge made by the Board of Directors shall be subject to legal action. Whether or not legal action is commenced, the unit owners shall be responsible and liable for all costs involved in the collection process including reasonable attorney's fees, other reasonably required professional expenses, court costs, interest, and late penalties. In addition, the Board of Directors may prefer, in lieu of collection action, to record in the office of the Johnson County Recorder a Statement of Lien in favor of the Association for any delinquencies mentioned above. Upon recording of said Statement of Lien, the same shall become a lien against the real estate owned by the unit owner. All delinquent amounts, whether or not they are the subject of a lien or whether or not they are the subject of the collection process, shall accrue interest at the highest lawful legal rate from and after the date of delinquency. The date of delinquency shall, unless otherwise stated herein, be the 16th day following the date a required payment is due or the 16th day of any regular month for regular assessments. Whether or not legal action is taken against a delinquent owner is within the sole discretion of the Board of Directors.

h. Any lien arising under any of the documents relating to Lytham Condominiums Owners Association or the Lytham Condominiums Regime may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the Code of Iowa, as

amended. In the event the Association forecloses on any lien pursuant to Section 499B.17 of the Code of Iowa, the owner of such unit, by virtue of that owner's membership in this association, specifically waives any rights to delay or prevent foreclosure which he, she, or it may have against the Association by reason of the homestead exemption.

i. The Association may also sue for a money judgment in either Small Claims Court or the Johnson County District Court for unpaid assessments without foreclosure and without proceeding with any other remedy mentioned above without waiving any lien which it holds. Legal action to be undertaken on behalf of the Association may also include, but is not limited to, obtaining a judgement for the monies due, obtaining a judgement for possession of the unit, evicting the owner from the unit, placing a lien against the unit and/or instituting a foreclosure action.

3. Appearance and Use of the Property:

a. No doors or windows shall be replaced by the unit owner nor shall any changes of any kind be made on the exterior of any building. Nor shall any repairs, replacements, or alterations to the building exterior be made without the approval of the Board of Directors.

b. In the event a window, door or any portion of the exterior of the building is damaged or made inoperable or is in need of repair resulting from the negligence of the unit owner or an invitee, the unit owner shall be responsible for its repair at unit owner's expense. All ordinary wear and tear which necessitates replacement and/or repair of any door, window, garage door, or any other portion of the exterior of the building shall be an expense of the Association. No window air conditioners may be installed under any circumstances.

c. Garage doors shall be kept fully closed except when in use for entering or exiting the garage or for any other reasonable purpose.

d. Until permanent interior window treatments are installed, only white material may be used as a temporary means of providing privacy.

e. All maintenance regarding the exterior surfaces of the buildings and all plant material provided initially by the developer of Lytham Condominiums shall be the sole responsibility of the Lytham Condominium Owners Association (hereafter "Association"). However, any plant material added or replaced by the unit owner, shall be the sole responsibility of the unit owner, and such plantings shall be maintained in such a manner so as to enhance the beauty of the community/regime and never detract therefrom. Unit owners may add additional plantings or remove them, in the established landscape beds adjacent to their unit, but only on the sides and rear of said unit, and only in a manner which enhances and does not detract from the overall beauty and attractiveness of the Regime. Design and appearance of these views of each unit is critical to the maintenance of property values. Thus, the Board of Directors shall have the right to require the removal of any or all of said plantings in order to perpetuate the quality of the community/regime. Unit owners shall maintain all of their plantings, and shall ensure that they are attractive and consistent with the overall appearance of the community/regime. All

trees shall be maintained by the association, unless a unit owner notifies the board, in writing, that the owner assumes that responsibility. Any mulch added by an owner must be dark brown mulch or stone to maintain consistency within the Regime. No colored mulch, i.e. yellow/gold, red, or the like may be used. Any plant materials added by an owner shall not interfere with or inhibit utility lines, the lawn sprinkling system or lawn maintenance. Existing landscaping beds are those that are already established on August 1, 2020.

f. A reasonable number of hanging baskets and exterior potted plants shall be permitted. In the front, no more than 3 hanging baskets and a reasonable number of exterior potted plants shall be permitted. No planter boxes shall be attached to the exterior surface of the building or structure. No nails, screws, or other devices that puncture the siding or other building material may be used to hang or secure planter or window boxes. The unit owner is responsible for maintaining said baskets and plants in an attractive state. The Board of Directors will have the right to require the removal of any said plantings to further the best interests of the Regime.

g. At no time shall any vehicle remain overnight in the owner's driveway unless the owner of said vehicle is a temporary guest. A temporary guest is one who is not scheduled to visit the unit owner for a period in excess of 14 days. Any exceptions shall be addressed to the Board.

h. No bicycles, tricycles, buggies, toys, or outside play equipment shall be permitted to remain outside overnight. All such items must be gathered before the end of the day and stored in the garages or within the units.

i. Except as stated herein, the Association, as needed, shall provide landscape maintenance for all common areas including, but not necessarily limited to regular and appropriate lawn mowing, tree and shrub trimmings, lawn edging, spring and fall clean-ups, lawn fertilization and weed control, and lawn watering. During hot, dry weather, the Association will have difficulty watering trees, flowers and shrubs and would request the assistance and cooperation of the unit owners in this regard. Unit owners, however, shall have sole responsibility for maintenance of any plant materials added by owner in the established landscape beds. Further, upon sale of a unit, seller shall advise buyer of buyer's plant material maintenance responsibility.

4. Trees

Any trees planted on the Association community/regime will be maintained by the Homeowner Association. Board of Director approval is needed for any homeowner to plant a tree in an established landscape bed or in common area.

5. Mailboxes

The Association shall be responsible for the maintenance of cluster mailboxes. No other mailbox may be used.

6. Pets and Service Animals

- a. No animals, other than those reasonably considered to be household pets, may be raised, or kept anywhere on the property. No animal may be kept, bred, or maintained for any commercial purposes.
- b. All pets must be licensed by City of Iowa City or Johnson County and vaccinations must be kept current. Documentation necessary to prove the vaccination record must be made available to the Board upon request. Pet owners must comply with all state, local, and federal rules, regulations, and ordinances pertaining to the pets and pertaining to their ownership.
- c. Pets residing with the unit owner must be maintained in a clean, safe, and quiet manner.
- d. Pet walkers must use the street or sidewalks when walking said pets. All pet owners must clean up after their pets and shall carry a means to pick up pet litter whenever walking the pet on Association property or prior to lawn mowing. Pet containment systems which are buried (radio wave operated) shall be permitted only with Board approval.
- e. No pet shall be allowed to create a threat, nuisance, or an unreasonable disturbance to any person or to cause any damage to any common property or property of any other resident/owner. Pets must be controlled at all times when outside of the unit. No pet shall be allowed outside to "wander" or to "run". All pets must either be on a leash when outside or within the total and unquestionable control of its owner.
- f. Pets may not be tied to any stationary object on Association property except to the rear of the buildings and never in such a manner which causes wear to the lawn. No dog "run lines" or pet houses are permitted.
- g. In the event of a violation of any of these pet rules, the Board may fine the owner and in addition thereto, may initiate legal action to enjoin the continued violation.
- h. Unit owners shall pay for damage to common areas caused by pets belonging to anyone residing in or visiting the unit owner. Thus, a pet violation by a guest shall be the responsibility of the unit owner in whose unit that person is a guest.
- i. The cost of repairing any damage to the common elements caused by a pet shall be assessed to the unit owner responsible for the pet. In determining responsibility, it will be presumed that any pet damage immediately outside of a unit owned by a pet owner was caused by the pet belonging to that unit owner unless compelling evidence to the contrary is presented.
- j. The conduct of all pets must be such as to not interfere with the rights, privileges, and peaceful possession of the neighbors of the pet owner.
- k. No pet shall be allowed to create a nuisance or unreasonable disturbance.

I. The Association, upon written notification of any pet violation, signed by the complaining party shall notify the responsible unit owner of the violation. Such notification shall be made either by delivering the notice to the party and securing a written receipt of such delivery or by service of notice by the Civil Department of the Johnson County Sheriff's office or by a professional process server. In the event the pet owner and/or unit owner believes said notice is unjustified, the unit owner shall, within 10 days of the date of such notice, file a written protest to the Association. Upon receipt of a written protest, the Board shall set a hearing date no later than 30 days after receipt of the written notice. Said hearing shall be held in the presence of the Board of Directors and convened whether or not the alleged violator chooses to attend. At the hearing, the Board shall hear and consider arguments, evidence, or other statements regarding the pet violation and, upon full hearing, the Board shall make its binding decision regarding the findings, disposition and punishment, if any.

7. Wild Animals:

No occupant of any unit may keep a wild animal on the premises.

Bird feeders are permitted, but shall not be attached to a condominium structure. Damage to the common areas resulting from the presence of the birdfeeders must be avoided by the unit owner.

8. Signs:

As a general rule, no signs shall be permitted. One "For Sale" sign shall be permitted.

9. Satellite Dishes:

No satellite dish shall be installed without approval of the Board. Board shall have full control of types, sizes, location, and installation of satellite. Costs of installation shall be borne by the homeowner.

10. TV Antennas:

No external TV antennas shall be permitted. Only TV antennas installed beneath the roof of the unit shall be permitted and shall be installed at the sole cost of the unit owner and only with the approval of the Board of Directors.

11. Storage Buildings:

No storage buildings of any kind, shape, or size shall be permitted.

12. Barbeque Grills:

Barbecue grills are permitted but only at the rear of the units and shall be placed, used or stored at all times on the patio or deck provided and at a safe distance from the structure.

13. Picnic Tables:

Picnic tables are permitted but only at the rear of the units and shall be maintained, at all times, on the patio or deck, and not on any grassy area.

14. Vehicle Repairs:

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No vehicle repairs, major or minor, may be made in any driveway. All such repairs must be made within the garage with the garage doors closed. Unit owners may wash, wax and otherwise clean their vehicles, however, in the driveway.

15. Amateur Radio Antennas:

No amateur radio antennas shall be permitted.

16. Rental of Units:

Rentals are not allowed, except for the following circumstances;

- a. An owner has the right to rent his/her unit to any of his/her lineal descendants (child, grandchild, greatgrandchild, etc). Occupants must adhere to all the rules and regulations of the HOA. No subleases are permitted.
- b. If an owner is on sabbatical leave from his/her job and said assignment requires residence away from Iowa City, said owner may temporarily rent his/her unit only to a single family for no more than one year. Occupants must adhere to all the rules and regulations of the HOA. No subleases are permitted.
- c. In the event of other extenuating circumstances, unit owners have the right to appeal to the Board of Directors for approval of exemptions.
- d. In any of the above circumstances is considered, owner must notify the Board of Directors of a change in occupancy. Board approval is required before any change in occupancy can occur.
- e. Any change in living arrangements contemplated in paragraphs a-d must comply with the Iowa City ordinances.
- f. The Board has the authority to limit the number of rentals at any given time.
- g. No AirB&Bs and no Bed and Breakfasts are allowed.
- h. It should be clarified that it is not considered a rental if someone is living in an owner occupied home, i.e. caregiver, children/grandchildren, etc.
- i. Units may not be purchased with the sole intent of renting.

17. Home Occupation:

No unit owner shall engage in any home occupation of any kind which generates any vehicular traffic. If the home occupation, for example, may be conducted by mail, internet, or some other un-intrusive manner which is not likely to cause any disturbance or inconvenience to any

unit owner, the same may be permitted. The Board must issue written approval of any home occupation of any kind, and such approval shall not be unreasonably withheld provided the requirements of this paragraph are met.

18. Play Swimming Pools:

No swimming pools designed for children's play shall be permitted unless at the rear of the unit, and, then, only under temporary circumstances. No such pools shall be left outside overnight.

19. Parking:

- a. No Parking shall be permitted in the street unless permitted by the ordinance of the City of Iowa City. The parking rules of the Association are designed to promote the safety and security of the residents and to maintain the appearance of the property. Any exceptions must be addressed to City of Iowa City.
- b. No trailers, mobile homes, tents, boats, vehicles or the like may be stored for any period of time. No recreational or personal vehicle shall be regularly left outside a garage unless it belongs to a temporary guest. A recreational vehicle would include a trailer, camper, mobile home, boat, ATV, motorcycle, tractor, snowmobile and the like.
- c. No vehicle may be parked on lawns or any grassy areas, or block sidewalks.
- d. In the event of a violation of a HOA parking rule, the Board shall send notice of such violation to the unit owner containing specific information of the infraction and the requested solution. In the event that the conduct which was the subject of the violation does not cease within 10 days from the giving of notice, another notice shall be given in the same manner, except that the second notice shall include a hearing date, time, and place at which a hearing shall be conducted to ensure that the perception of the Board's violation is accurate. Upon hearing, in the event the unit owner who was notified of the alleged violation is found to be culpable of a violation of these rules, the Board may notify the local government authorities asking that they issue a citation and/or remove the vehicle, or the Board may contact a local towing agency to have the vehicle removed at the owner's expense. The Board shall have authority to tow vehicles parked in violation of these rules. In addition, the Board shall have authority to tow a vehicle, without notice, in the event said vehicle is parked in a manner which presents a reasonable danger to the health, safety, and welfare of any unit owner or any other person on Association property. Any time a vehicle is towed pursuant to these rules, all costs and expenses incurred with respect to said towing shall be assessed to the unit owner or to the vehicle owner, including reasonable attorney fees, in the discretion of the board.

20. Firewood:

All firewood must be stored on the patio. No temporary woodburning fireplaces or fire pits are allowed; temporary propane fire pits are allowed.

21. Snow Removal:

October 2020

The association is responsible for all snow removal from the sidewalks, driveways, and front porch. Unit owners are encouraged to assist the snow removal process by ensuring no vehicles are left on the driveway so as not to interfere with the snow removal process.

22. City Containers:

Trash, recycle and yard waste collections are provided by the City of Iowa City. No container shall be placed curbside for pick up earlier than 6:00 pm the night before and all containers shall be put away within 12 hours after they have been emptied by the city.

23. Exterior Lighting:

Permanent porch, patio, garage, and front yard pole lighting are provided and shall be maintained by the Association. Seasonal lighting is permitted, provided it is installed and removed at reasonable intervals before and after the holiday. No other lights are permitted in front of each unit, but patio and deck lights are permitted if turned off by 10:00 pm. No nails, screws or other devices that puncture any part of the structure may be used to hang or secure any lights. Low voltage temporary landscape lighting may be allowed in the front of the unit, as approved by the Board.

24. Exterior Decorations:

No decorations or evidence of celebrations for birthdays, graduations, weddings, etc., shall be displayed longer than 72 hours. Flags and school banners are allowed. Seasonal decorations are allowed, provided that they are neat and in good taste. No nails, screws, or other devices that puncture the siding, or other building material may be used to hang or secure any decorations. As stated in paragraph 23 above, seasonal lighting must be installed and removed at reasonable intervals before and after the holiday. No seasonal inflatable decorations are allowed. Any exterior decorations must enhance and not detract from the overall beauty and attractiveness of the community/regime.

25. Dumping in Ravine:

No waste or other materials of any kind shall be dumped or discarded into the ravine.

26. Storage of Exterior Water Hose:

All water hoses used for exterior watering purposes shall be hidden from view unless in use at the time. No hose shall be left within public view by nightfall. All outside water hoses attached to an outside spigot must be removed from the spigot no later than October 1 of each year. Any expenses incurred for the repair of a spigot due to freezing or any damage resulting therefrom shall be borne by the responsible unit owner, unless it can be shown that the damage was not caused by an improper seasonal attachment.

27. Smoke Detectors:

Electric smoke detectors are provided. Back up batteries will be included in these models. Unit owners shall change said batteries when required. The Association is not responsible for repair of any damage to a unit caused by owner's failure to replace a defective smoke detector or its batteries.

28. Internal Alterations to Units:

A building permit shall be secured by the unit owner for every internal alteration of a unit which requires the issuance of such a permit.

29. Water Usage:

Each unit will be individually metered for water usage. Thus, each individual unit owner shall be billed for the water consumption, and this function shall not be part of the Association.

30. Playground Equipment:

No playground equipment shall be permitted anywhere on Association property. No sandboxes shall be permitted anywhere on Association property.

31. Lawn Sprinkling System:

A lawn sprinkling system is provided. All maintenance expenses and adjustments related to said system shall be an Association expense. No owner modifications are allowed that would impact the irrigation system.

32. Canopies and Awnings:

No unit owner may install a permanent canopy or awning on the exterior rear of a building without Board approval. Canopies or awnings are not allowed on the front of the unit.

33. Clothes Hanging:

No unit owner shall hang any clothing out of doors. No clothes lines are permitted.

34. Fences:

No visible fences shall be erected anywhere on Association property by a unit owner.

35. Subdivision of Lots:

No lot in this Association shall be further subdivided.

36. Enforcement Policy:

The enforcement of the rules and regulations shall be guided by general principles of conflict resolution which aspire to resolve disputes at an informal level. Informal resolution would occur before the filing of a formal complaint or hearing. This policy is based on our recognition as a community that we wish to live together and govern ourselves in the spirit of maintaining harmony, sustaining good will and fairness. Formal complaints may be filed with the board in the event informal resolution has not resolved the issues.

a. Informal Resolution:

At this first level, attempt shall be made to resolve the conflict informally through face-to-face communication. For example, if your neighbor has a dog whose bark disturbs your sleep, you are encouraged to resolve this directly with your neighbor. At the next level, if the problem persists, a middle step would require either party to ask for the help of a

neutral third party where the parties still control the outcome. A board member or a mediator could serve in this role. The process would involve an informal forum in which all parties are heard, are free to identify possible solutions and arrive at a mutually agreeable solution. Regarding all complaints between neighbors, proof of an attempt at informal resolution must be produced before a complaint may be submitted to the board for adjudication.

b. Formal Resolution:

At this level, the Board assumes its role as adjudicator of alleged violations of the Condominium Declaration, Bylaws, and these Rules and Regulations. This role cannot be delegated to a committee or other body. The Board is permitted to take advantage of all legal and equitable remedies available under Iowa law.

- (1) A complaint which alleges a violation of the Condominium Declaration, Bylaws, or these Rules and Regulations may be initiated and prepared by any unit owner or by the Association Board, in the event the Condominium Regime is managed by that manager, provided that this unit owner or the manager bases the complaint upon a personal observation.
- (2) To the extent possible, complaints shall be kept confidential. This may not be possible. Complaints should be made as soon after the alleged violation as possible. In the event of a hearing, the complainant will probably be required to testify.
- (3) The willful filing of a false complaint or the repeated filing of frivolous complaints shall be deemed a violation of these Rules and Regulations and shall be subject to the enforcement provisions contained herein and shall also be subject to the enforcement provisions of the Bylaws. The use of these Rules and Regulations in a matter deemed to constitute harassment of another resident or unit owner shall be deemed a violation of these Rules and Regulations and subject to the enforcement provisions hereof and those of the Bylaws.
- (4) Harassment or the retaliation against any complainant by the respondent or any other person associated with the respondent shall be deemed in violation of these Rules and Regulations and subject to the enforcement provisions contained herein.
- (5) The unit owner is ultimately liable for any actions by the Board in relation to violations of the Declaration, Bylaws, or Rules and Regulations committed by a resident, guest, tenant, service person, or other person or animal associated with the unit.

- (6) All complaints shall be in writing and shall be filed with the Board of Directors. No oral complaints shall be accepted.
- (7) A complaint shall include the following:
- a) The name, address, email address, and telephone number of the complainant.
 - b) The unit owner's name and the unit address of the person or resident against whom the complaint is being filed (the respondent).
 - c) The specific details or description of the alleged violation, including the date, time, and location where the alleged violation occurred.
 - d) If possible, photographs showing the violation
 - e) The signature of the complaining witness
 - f) The date of the complaint
- (8) Upon receipt of a complaint, the Board shall notify the unit owner of the alleged violation in writing. Such notification shall be made by personal service or personal delivery. In addition, the notice shall include information concerning the sanctions which may be levied or imposed and the date by which the sanction may be imposed if no hearing is requested.
- (9) The notice of violation shall include information concerning the procedure by which the respondent may request a hearing before the Board. The notice shall also contain the last date by which a hearing may be requested which date shall be no earlier than 20 days following the service of the notice of violation upon the respondent.
- (10) In the event the respondent requests a hearing, a hearing shall be held within 30 days following the date the request is received by the Board. The respondent shall be notified, in writing, of the time, date, and place of the hearing. If no request for hearing is made by the respondent within the prescribe period of time, the hearing phase is forever waived, and allegations contained in the notice of violation shall be deemed to be admitted by the respondent and the Board shall prescribe the remedy.
- (11) The hearing shall be conducted by the Chair of the Board, or by the Association manager, if any. Complainant may testify or produce any evidence in defense of the respondent's position. Relaxed rules of evidence shall apply. At the same time however, the presiding officer shall not be required to listen to obviously irrelevant or repetitive evidence.

(12) The hearing panel shall consist of at least three individuals from a group, consisting of the Board membership and the manager of the Association, if any.

(13) The date for the hearing may be continued by the Board for the good cause. All decisions shall be made by the presiding officer.

(14) In the event the Board determines, in its sole discretion, that additional information or evidence is required, the hearing may be continued or expanded for that purpose.

(15) Following the hearing and upon due consideration by the Board, the Board will issue its determination regarding the alleged violation. The Board's decision will be final and binding on the parties.

c. Remedies

In the event the Board finds that a violation occurred, the Board may issue a written warning, The Board may fine the violator in the amount not to exceed \$500, the amount of which is totally within the discretion of the Board, the Board may seek injunctive relief and/or the Board may secure the services of its attorney and commence legal action against the violator. The Board shall be permitted to take advantage of all legal and equitable remedies available to it under Iowa law.

d. Costs:

Provided that the unit owner is found to have violated a provision of the Bylaws, Declaration, or these Rules and Regulations, the unit owner shall be responsible for all costs associated with the violation including, but not limited to, the repair of the damaged property, payment of any expert witnesses, reasonable attorney's fees, and court cost and all other fees and expenses incurred by the Board which relate to the enforcement of the violation. Fines and assessments for damage will be assessed by adding the same to the unit owner's monthly maintenance assessment, and in this event, a separate, written and itemized monthly assessment shall be mailed to the unit owner.

37. Savings Clause

In the event any provision or portion of the Bylaws, Declaration, or these Rules and Regulations shall be invalid or unenforceable or in the event the application of any of said provisions shall be invalid or unenforceable, such event shall not effect, impair, or render invalid or unenforceable the remainder of the provisions of the Declaration, Bylaws, or these Rules and Regulations.

38. Applicable law

All enforcement procedures and court action arising out of this Condominium Regime, including the enforcement of the Bylaws, Declaration, or provisions of these Rules and Regulations shall, to the extent required, take place in the Johnson County District Court, Iowa City, Johnson County, Iowa, and Iowa law shall apply.

39. Increase in Insurance Risk Forbidden.

No unit owner will undertake or permit any action which may increase the insurance risk (i.e., risk of loss) and, thus, the insurance premium for the Regime.

40. Homeowners Association Committees

The Board of Directors has established three committees to assist with the operations of the Homeowner Association and the Association community/regime. Each committee is to be made up of a minimum of three residents from the association community. Detailed description of each committee's roles and responsibilities are included as Appendixes. These committees are:

1. Social Committee.

The Social Committee will be responsible for, as a minimum:

- a) Identify events and activities that enhance the community feeling of the association.
- b) Organize events that bring the community together to grow community relationships.

2. Landscape Committee.

The landscape committee will be responsible for, as a minimum:

- a) The development of a comprehensive multi-year landscape plan covering the entire regime/common area.
- b) Review homeowner requests to modify individual unit front landscaping beds.
- c) Review homeowner requests for the addition of new landscaping beds on the side or rear of units.
- d) Provide budgetary inputs to the Board of Directors for the upcoming fiscal year.

3. Maintenance Committee.

The Maintenance Committee will be responsible for, as a minimum:

- a) The development of a multi-year maintenance plan that addresses the future needs to sustain the Association infrastructure.
- b) Using the multi-year maintenance plan, assist the Treasurer in developing a reserved fund for future infrastructure needs.
- c) Maintain the Association's irrigation system
- d) Provide budgetary inputs to the Board of Directors for the upcoming fiscal year.

41. Homeowner Association and Homeowner Responsibilities

The following table defines the responsibilities for specific topics not previously discussed in these Rules and Regulations.

	TOPIC	HOA RESPONSIBILITY	HOMEOWNER RESPONSIBILITY
1	SIDING	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
2	ROOF	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
3	FRONT DOOR	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
4	WINDOWS	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
5	GARAGE DOOR	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
6	DECKS & RAILINGS	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
7	DRIVEWAYS	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
8	SIDEWALKS	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault
9	FENCING	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Normal maintenance and cleaning 2) Repairs or replacement required due to homeowner neglect or fault

10	MAILBOXES	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Repairs or replacement required due to homeowner neglect or fault
11	SPRINKLER SYSTEM	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Repairs or replacement required due to homeowner neglect or fault 2) Repair/replace as part of any homeowner financed and BOD authorized landscape modifications
12	LANDSCAPING	1) Front flower beds are HOA responsibility. 2) All plants and mulch/rock in front landscaping beds are HOA responsibility. 3) Homeowner may assume maintenance responsibility for front landscaping beds upon notification of BOD.	1) Side and rear flower beds are Homeowner responsibility 2) Side and rear flower beds size & shape cannot be changed without HOA approval 3) All maintenance and upkeep are homeowner expenses 4) Must have HOA BOD approval prior to any planting not already in established flower beds 5) Replacement or change to any flower beds or plantings are at homeowner's expense after HOA BOD approval
13	GRASS CUTTING	1) HOA will contract for grass cutting	1) Conform to rules & regulations or Bylaws.
14	SNOW REMOVAL	1) HOA will contract for snow removal services for driveways, sidewalks, and front porch	1) Homeowners responsible for snow removal if vehicles impede contractor from removing snow.
15	GUTTERS	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance 3) HOA will conduct inspections every five (5) years, or more often as necessary to ensure gutters are clean and serviceable and clean as necessary	1) Repairs or replacement required due to homeowner neglect or fault
16	SCREEN PORCH & GARAGE DOOR OPENERS		1) Replace for end of life or normal wear and tear. 2) Normal maintenance and cleaning 3) Repairs or replacement required due to homeowner neglect or fault

17	BUBBLERS	1) Replace for end of life or normal wear and tear. 2) Replacement due to any event covered by HOA insurance	1) Replace cap following any heavy rainfall
18	TREES	1) Responsible to maintain all established trees within the community regime 2) Responsible for trees trimming as needed	1) To plant a tree, homeowners must get Board of Directors approval