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Johnson County Iowa
Kim Painter County Recorder

BK 5736 PG 733-738

Recorders Cover Sheet

Preparer Information: (name, address and phone number)
Steven C. Anderson, 568 Highway 1 West, Iowa City, Iowa 52246

Return Document To: (name and complete address)
Steven C. Anderson, 568 Highway 1 West, Iowa City, Iowa 52246

Grantors:
Stonehenge Condominiums Owners Association

Grantees:

Legal Description:

Document or instrument number if applicable:

EXHIBIT "J"

RESTATED RULES AND REGULATIONS FOR STONEHENGE CONDOMINIUMS

1. Automobiles may be parked only in the areas provided for that purpose, and 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 another vehicle. Furthermore, no boats, snowmobiles, trailers, recreational vehicles, motor homes, or semi-trailer trucks shall be parked or stored anywhere in the parking areas or on the premises of the Condominium Regime known as Stonehenge Condominiums. If a vehicle may not be parked upon the street under the provisions of the municipal code of the City of Iowa City, such vehicle may not be parked upon condominium property.
2. No Unit Owner, guest or invitee thereof shall block vehicular access to each Unit's garage by parking vehicles or placing objects within that portion of the common driveway or private street which abuts the Unit's garage door or garage stall and which provides direct access to the garage. Each Unit Owner's guests or invitees will park their own vehicles only on the parking spaces provided within the Regime doing the same in such a manner as to not violate the provisions of this subparagraph. No vehicles may be permanently parked on the unreserved parking spaces within the Regime. Vehicles parked on unreserved parking spaces must be moved at least once every 24 hours. Parking of vehicles shall only be allowed in garages and on unreserved parking spaces as provided herein. However, Unit Owners, their guests and invitees shall be allowed to park vehicles on the common driveway directly behind the garage appurtenant to their Unit.
3. All Unit Owners may receive television signals through an Agreement between the Association and a television service provider. 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.
4. Exterior name places and mailboxes will be installed in a manner uniform and consistent with that of the other Units and approved by the Association.
5. Unit Owners are reminded that alteration and repair of the Buildings is the responsibility of the Association, except for the interior of the Units. 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 Association.
6. No Unit Owner shall make or permit any disturbing noises in the buildings, or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall engage in any conduct within the condominium regime considered to be a disturbance of the peace. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to

be operated a phonograph, CD player or radio or television or other loudspeaker in such Owners' Unit between the hours of 10:00 P.M. and the following 6:00 A.M., if the same shall disturb or annoy other occupants of the Building or adjacent Units.

7. Each Unit Owner shall keep his or her Unit in a good state of presentation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. 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.
8. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective Units.
9. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a dog, cat or other household pet approved in writing by the Board of Directors of the Association, may be kept in a Unit, provided that it is not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. No Unit shall house more than one (1) pet, except as approved by the Board of Directors. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the Limited or General Common Elements.
10. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the Association.
11. No one may use an outdoor fireplace or fire pit of any type.
12. No one may use an outside grill except under the following conditions:
 - A) Grills may only be temporarily used on driveways. However, grills shall not be permanently stored on any driveway surface.
 - B) The owner of a Unit where a grill is used must possess a valid liability insurance policy and must provide proof of such insurance to the Association prior to the first use of the grill and any time after that upon the Association's request.
 - C) The owner of a Unit, by using a grill on the property, hereby agrees to indemnify and hold harmless the Association against any and all debts, obligations, costs and damages, including attorneys' fees, arising from any claims or causes in action, whether in law or equity, which may be asserted against the Association relating to the use of a grill.

13. All Unit Owners shall attend, either in person or by a duly executed proxy, annual and special meetings of the members of the Association called pursuant to the Bylaws. Any Unit Owner not represented at an Association meeting shall be subject to a fine levied by the Board of Directors pursuant to Paragraph 13 hereof.

14. The Association may levy a fine against any Unit Owner for violating the Condominium Declaration, Articles of Incorporation for the Association, Bylaws of the Association or any Rules and Regulations adopted by the Association, including any amendments to those documents (collectively "Condominium Documents"). The procedure for levying fines shall be as follows:

- A) Demand. Upon the complaint of any two Unit Owners or upon the complaint of any two Directors of the Association outlining an alleged violation of the Condominium Documents, an officer of the Association shall give the alleged violator written demand to cease and desist any alleged violation. The written demand shall specify (1) the alleged violation; (2) the action required to abate the violation; and (3a) if the violation is a continuing one, a time period not less than seven days during which the violation may be abated without further sanction; or (3b) if the violation is not a continuing one, a statement that any further violation of the same nature may result in the imposition of a fine after notice and a hearing. A written demand to cease and desist shall not be necessary with regard to a violation of Paragraph 12 herein.
- B) Notice. Within 12 months of such demand, if the violation continues past the period stated in the demand for abatement without penalty, or if the same violation subsequently occurs, or if the Unit Owner has violated Paragraph 12 herein, the Board shall serve the violator with written notice of a hearing to be held by the Board. The notice shall be served via U.S. Mail, regular delivery or by personal service. The notice shall contain the nature of the alleged violation, the time and place of the hearing, which shall be not less than seven days from the giving of the notice, an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf, and the proposed fine to be imposed.
- C) Hearing. The hearing shall be held in executive session pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any fine, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction imposed, if any. The violator shall have the right to present evidence at the hearing (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his or her own expense.

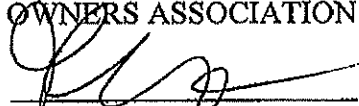
- D) Amount of Fine. The Board of Directors of the Association shall be authorized to levy fines between \$20 and \$100 the first time a fine is levied against a Unit Owner, unless the violation involves the police or a threat to the safety of another person, in which case the Association shall be authorized to levy a fine of up to and including \$500. The Association shall be authorized to levy fines of up to and including \$500 for subsequent violations of the Condominium Documents made by the same violator.
- E) Payment and Lien. The violator shall have 30 days from the date notice of the fine is mailed or delivered to the violator to pay the full amount of the fine. Any unpaid amount due from the Unit Owner constitutes a lien against the Owner's Condominium Unit pursuant Article VI(8) of the Association's Bylaws. Upon levying the fine or at any time thereafter, the Association may record in the Johnson County Recorder's Office, a Notice of Lien Claim, notifying the public of the amount of the fine due from the Unit Owner.
15. Unit Owners are required to provide to the Association, current and updated contact information using the Stonehenge Condominium Owner Information form. This information will include the Owner's name, unit address, current mailing address (if different), contact phone number, primary email address, designation on whether or not the Owner's unit is owner occupied or a rental Unit, and name of Tenant(s) (if applicable). All information must be kept current with the Association within thirty (30) days of any changes.
16. Monthly Association dues are due on the first day of each calendar month. If any Unit Owner fails to pay the monthly Association dues by the 10th calendar day of the month, a late fee of \$25 will be assessed against the Unit Owner until the Unit Owner has paid all outstanding monthly Association dues and late fees. The late fee shall be increased to \$50 per month for any subsequent late payments within a twelve month period of time. Payment of a late fee assessment shall not be credited against a Unit Owner's share of the Association's common expenses. Late fees shall be subject to the Association's lien pursuant to Article VI(8) of the Association's Bylaws.
17. All assessed rental fees as well as fines for HOA violations are due payable to Stonehenge Condominiums HOA within thirty (30) days of assessment. A \$50 late fee will be applied on the first of each month for any outstanding balance until all assessed fees and fines have been paid.
18. A lien filed by the Association pursuant to Article VI(8) of the Bylaws for unpaid assessments, late fees or fines shall also include the Association's costs of collection and filing the lien, including reasonable attorney fees.
19. Prior to any lease commencement date, a Unit Owner shall provide the Association with a completed and signed Stonehenge Condominium Unit Rental form for any leased Unit. A Unit Owner is responsible for the conduct of their tenant(s) and the tenant(s)' guests, and will be liable for any fines or damages if the tenant(s) violate the Association's

Declaration, Articles, Bylaws or Rules and Regulations. Each calendar year, beginning on the first day of January, the Association shall assess each Unit Owner who leases their Unit, or who is not using their unit as a primary place of residence, a non-refundable fee of \$250.00 per Unit per year, to defray the cost of common area maintenance and repair associated with tenant turnover. The lease assessment shall be due on or before the first day a Unit becomes a rental property, and by the first day of January of each subsequent year said Unit(s) are rentals, regardless of whether or not said Unit has been leased or occupied.

These Rules and Regulations may be amended, modified, or altered only as provided in the Bylaws of Stonehenge Condominiums Owners Association.

These Restated Rules and Regulations have been approved by the Board of Directors of Stonehenge Condominiums Owners Association on the 18th day of December, 2017.

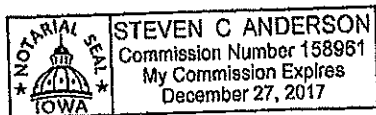
STONEHENGE CONDOMINIUMS OWNERS ASSOCIATION

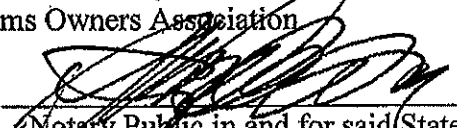
By: 
Barbara Lewis, President

By: 
Gregory Kilpatrick, Secretary/Treasurer

STATE OF IOWA, JOHNSON COUNTY) ss:

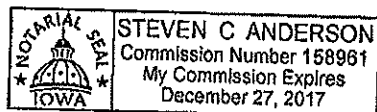
This instrument was acknowledged before me on this 18th day of December, 2017, by Barbara Lewis, as President of Stonehenge Condominiums Owners Association

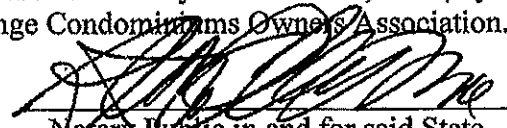



Notary Public in and for said State

STATE OF IOWA, JOHNSON COUNTY) ss:

This instrument was acknowledged before me on this 18th day of December, 2017, by Gregory Kilpatrick, as Secretary/Treasurer of Stonehenge Condominiums Owners Association.




Notary Public in and for said State