WILLOWBROOKE POINTE CONDOMINIUM ASSOCIATION

IOWA CITY, IOWA

RULES AND REGULATIONS

FIRST ADOPTED ON OCTOBER 21, 1991, AMENDED JUNE 29 AND OCTOBER, 11, 1993, OCTOBER 15, 1995

OCTOBER 25, 2007, AND OCTOBER, 2016, OCTOBER, 2019

Wanting to enjoy our homes to the fullest and to respect the right of our neighbors to do the same, we, the owners of the condominiums along Willowbrooke Lane, adopt and agree to abide by the following rules and regulations:

I. Common area
   a. Definition: Common areas include the grounds around the property, driveways entrances, vestibules, stairways and hallways.
   b. The common area is designed to give access to dwelling units and shall not be used in such a way as to interfere with access. Hallways and stairways shall not be used for storage purposes or placement of any furniture, packages, or objects of any kind. Common area items should not interfere with the carrying out of emergency services.
   c. Thermostats in hallways shall be set no higher than 50 degrees.
   d. Residents are requested to place a mat or piece of carpeting inside their garage next to the door into the hallway to keep the hallway carpeting as clean as possible.
   e. Any planting on the common areas that deviates from the master plan must have advance approval from the Board, Building and Grounds committee. However, owners are free to raise plants in a strip adjacent to their own condo along the back of the building. The purpose must be to improve the appearance of the property. Flower pots/boxes are permitted in common areas. These containers will be removed at the end of the growing season to facilitate snow removal and other work around the property.
   f. Anyone responsible for damage done to the common area or to property of the Association (for example-damage done by movers or by guest) is also responsible for the attendant cost and will be assessed for those costs.

II. Fees
   a. The monthly maintenance fee is subject to change as necessary, and it is the responsibility of the seller to inform the potential buyer of the current charges for two and three bedroom units. It is due the first day of the month. Anyone who is later than the 10th of the month with payment, shall pay a penalty: $5 for the first offense in any calendar year, $25 for the second and $50 for the third. Checks shall be made payable to the Willowbrooke Pointe Association and mailed or delivered to the designated

resident collector for the fees. Direct payment from bank accounts may be arranged with the Treasurer.

b. Within ten days after purchasing a unit, the new owner shall deposit $150 with the Treasurer of the Association. Within thirty days after a unit is sold, the Treasurer of the Association shall refund this deposit, withholding any amount due to the Association.

III. External appearance

a. The external appearance of the buildings is a matter of common interest to owners. An owner who contemplates a minor change or alteration that would not attract attention is free to proceed. But a change that would attract attention or look odd, unless a neighbor makes a similar change shall not occur without the advance approval of the Board of Directors. For example, any change in an external wall calls for advanced approval. So does any painting or staining in a color that differs noticeably from the color in the immediate vicinity.

b. Unit owners who wish to subscribe to satellite providers may attach a satellite receiver, provided the receiver is not attached to the original building. The receiver may be attached to the deck or screened in porch or may be placed on a pole near the building. The unit owner shall ensure that any installed receiver does not interfere with grounds keeping and/or snow removal, and the Building and Grounds Committee may be consulted regarding the appropriate placement of any receiver. Upgrades which result in a smaller receiver are utilized within a reasonable period of time of the development of such upgraded technology. Upon the sale of the unit, the owner shall either remove the receiver and return the property to its original condition or ensure that the new owner intends to use the same receiver. All cost of installing, maintaining, and removing any receiver shall be the responsibility of the unit owner.

c. An owner who wants to screen in a porch, or to replace the bottom part of the screen with siding, or glass in a porch is free to do so, provided the color of any new siding or stain or paint matches a color in the immediate vicinity.

d. Banners and signs are not to be displayed outside the building or deck or patio areas. Laundry may not be put outside the building to dry and may be dried on a deck or patio, only if it is inconspicuous. A seller or their agent may place a “For Sale” sign at the corner of West Benton Street and Willowbrooke Lane, but it must not obstruct the viewing of any oncoming traffic. “For Sale” signs are only to be used for the sale of condo, units, not other properties of value.

e. Owners living on the second floor of their building are not allowed to use their ember-burning apparatus (such as charcoal grills, fire pits, etc.) on their decks. This is considered a dangerous hazard by our insurance company and may lead to cancellation of our coverage.

IV. Animal/Pets—Unit owners may not own pets.

a. Unit owners may have guests who bring one pet (defined as a dog or cat) for stays that total no more than two weeks (14 days) in one calendar year (January 1-December 31).

b. Unit owners are fully responsible for all maintenance and safety issues affected by the presence and/or behavior of the pet, including leashing, noise control, saliva control and odor control, insect/pest control, urinary/fecal waste control, and will be assessed for any costs incurred if necessary.

c. Guests’ pets must conform to the State of Iowa statutes/session laws/regulations and Johnson County and Iowa City regulations/ordinances.

d. Unit owners may not pet sit.

V. Vehicles

a. Owners shall not park, nor shall they permit their families, guests, or tenants to park in the parking spaces of other owners, or in such a manner as to prevent ready access to the parking spaces of other owners. Improperly parked vehicles are subject to removal at the owners' expense.
b. Owners and their guests shall park their cars and other vehicles with due regard to the legitimate expectations of others.
c. No motorized vehicle shall be parked on or driven over lawn areas.
d. Guests with boats, trailers, or motor homes may not park them for more than two consecutive nights, nor for more than four nights in any month, without permission of the Board of Directors.
e. Electric Vehicles
    1. Any unit owner or resident of a unit who has a motor vehicle, whether entirely or partially fueled with electricity, shall not utilize any common electrical outlets for the charging of such a vehicle.
    2. Any unit owner or resident who has such an electrical motor vehicle shall, at their own expense, arrange for the installation of a separate electrical meter to monitor the charging of said vehicle, and shall be responsible for the payment of any costs incurred therewith.
    3. In the alternative, a unit owner or resident may arrange to have the charging unit attached to the electrical meter already in existence for their unit, and shall be responsible for the payment of any charges incurred therewith.
    4. The costs of the installation and removal of said charging unit, and, if utilized, the costs of setting up a separate metering process, shall be the sole responsibility of the unit owner or resident.
    5. Upon the sale of the unit, the unit owner or resident shall remove said charging unit and shall arrange for the return of the metering system to the condition it was before the installation of said charging unit, unless the buyer and seller agree to different terms.
    6. The unit owner or resident shall provide the Board with proof that all work done in this matter is completed pursuant to applicable federal, state and city codes. The Board shall have the opportunity to inspect said charging unit and/or metering system with adequate notice.

VI. Noise Levels

a. Residents shall take care not to make or permit noise that others can reasonably regard as objectionable. In particular, those who have late night parties or who have music systems capable or producing sound at a high decibel level shall have due respect for the desire of others to enjoy peace and quiet.
b. Children shall not be permitted to play in hallways or stairways if their play might disturb others in the building. They are to be supervised by a parent or qualified sitter at all times.

VII. Doors and Security

a. Front doors, garage doors and inside doors from garages into hallways shall be closed when not in use.
b. Garage door openers (radio type) and keys to the front door of the buildings are to be safe guarded. They are not to be left unattended in circumstances that permit anyone who sees them to gain access to the building.

c. If any person or activity in the vicinity gives reasons for fear or suspicion, residents are urged to take appropriate action.
d. Residents are urged to inform neighbors if they are housing guests for brief periods, especially if the guests come and go at odd hours.

VIII. Garbage and Trash.
a. Garbage and trash shall not be stored in hallways, patios/or decks or walkways, but may be stored temporarily in garages. On pickup days it is to be placed in plastic bags or trash cans and set out on the concrete, not on the grass. If for any reason, pickup does not occur, it shall be taken back indoors until the next pickup day.
b. Once trash cans and recycling bins are emptied, residents are to retrieve them with reasonable promptness.
c. Any repair due to drainage problems (sewer, drains, garbage disposals) shall be the responsibility of both the first level and second level owners.
d. Owners or guests using the garbage disposal shall run water for 2 minutes after the garbage is gone to avoid problems in the lower units.

IX. Board Meetings
a. Meetings of the Board of Directors are open. Any owner or the representative of any owner who wishes to attend shall make the wish known to the Chairperson of the Board, or to the Secretary, who will see to it that the party wishing to attend gets information about the time and place of the next Board meeting.

X. No Renting
a. Owners are bound by the following rule contained in the "Declaration of Submission of Property to Horizontal Property Regime". No leases shall relieve the owner as against the Association and other owners from any responsibility imposed by the condominium documents. The terms of this Declaration are binding to all owners.
b. A condominium unit may not be rented or leased. Exceptions may be granted in cases involving job transfer, death of owner or spouse, or other unusual circumstances the Board views as acceptable. Approval will be given only after the unit has been listed and marketed for sale for a period of no less than 60 days. The unit must continue to be marketed during the lease/rental period. Any lease/rental agreement shall provide that the entire unit be rented, the occupancy to be only by the lessee and his or her family. The lease is to be in writing and a copy thereof is to be filed with the Board of Directors prior to possession.
c. Ownership of a unit by a corporation or trust is permitted, but no individual (s) shall be allowed to occupy or use such a unit except pursuant to the lease/rental requirement set forth above.
d. No lease shall relieve the owner as against the Association and other owners from any responsibility imposed by the condominium documents. The terms of this Declaration are binding to all owners.

XI. Suggestions or Concerns
a. Suggestions or complaints may be made orally to the Board when it meets. (See IX above).
b. Alternatively, suggestions or complaints may be made in writing and delivered to the Secretary, who will provide copies to members of the Board.

XII. Addenda
a. Keys
i. Making keys available for emergency use—We all face the possibility that it will be imperative for others to get into our condos when we are not at home. For example, a

water leak in second floor condos may be doing damage to the condo below, or a fire may break out in any condo. If it is necessary to break into your condo through doors or windows, our understanding is that you (and not those who break in) will be responsible for the repairs. We also face the possibility that we will lock ourselves out of our condo occasionally.

ii. In light of the above, the Association has installed a box in the closet under the stairs in Building D (2336) and owners are encouraged to place a key of their condo, so suitably marked in the box. The box combination lock on it and the members of the Board of Directors are given the combination. The hope is that at least one member of the Board will be available when a legitimate need arises to get the key. Another suggestion that has worked well is that everyone put an extra key with name and phone numbers where you can be reached or someone can locate you.

iii. The key to the front door of every building will also unlock the front door of every other building.

XIII. Common Hall Closets

a. The closet under the stairs in each building is for the common use of the residents of the building. The door to this closet is supposed to remain unlocked for two very important reasons:

The fire extinguisher is kept there

Upstairs residents may need to use this location as a protective shelter in case of dangerous weather conditions. It is for this latter reason that storage remain at a minimum, so as to accommodate people in an emergency. If the closet door should inadvertently be locked, the same key that unlocks the front door of the building may be used.

b. The hall closet between the units on each level belongs to the 2BR unit.

Revised—11/2019