# PLAZA EAST I OWNERS ASSOCIATION

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# PLAZA EAST I OWNERS' ASSOCIATION
# 2131 - 2135 First Avenue SE
# RULES WE LIVE BY

## 1. GENERAL OCCUPANCY RULES

**1.1 Guests** - Guests including relatives shall be subject to all rules and regulations as instructed by the resident. No occupancy by a guest for more than seven days shall be permitted in the absence of the owners except upon notice and approved by the Association. Such approval shall not be effective for more than two weeks and must be renewed thereafter. Owners will be responsible for violations or damage caused by guests whether they are present or not.

**1.2 Pets** - Pets are not permitted on the premises whether owned by a resident or guest, except therapy animals prescribed by a doctor.

**1.3 Corporate Ownership** – No more than 3 units may be owned or occupied by a common person or legal entity. Residents in units owned by a trust, corporation, or other legal entity shall not be eligible for membership on the Board of Directors.

**1.4 Maintaining Building Security** - No occupant is to allow anyone into the building who is not their own visitor. They should inform all others that they must use the telephone security system and be admitted by the party they wish to visit. All doors leading into and out of the building other than the outer lobby doors must be locked at all times. To prevent any unauthorized person from entering, no obstacles are permitted to be used to keep a door from locking unless the resident is in attendance.

**1.5 Disturbing Noises** - No owner or occupant shall make or permit any disturbing noises in the building or about the premises by himself/herself, family, friends, tenants, employees or other invitees, nor do or permit anything to be done by such persons that would interfere with the rights, comfort, or convenience of other owners or occupants. Playing a musical instrument, piano, organ, radio, TV, stereo system or the like in and about the premises is specifically prohibited between the hours of 10:00 p.m. and 8:00 a.m. if the same shall disturb or annoy other owners or occupants of the building. Running washing machines, dryers, dishwasher, disposals, vacuum cleaners, etc. between 10:00 p.m. and 8:00 a.m. is also prohibited.

**1.6 Commercial Use** – No business of any kind shall be conducted, maintained, or permitted on the premises, if such activity includes the use of common areas. No garage or estate sales may be conducted anywhere on the property.

**1.7 Solicitations** - Solicitations for any purpose in the building or on the grounds are permitted only after approval by the Association. If any resident is contacted by a solicitor on the property, the President must be notified immediately.

**1.8 Owners Liable for Loss of Personal Property** - All personal property placed in any portion of the building, including a storage locker, shall be at the sole risk of the resident and/or owner, and the Association shall in no event be liable for the loss, destruction, theft or damage to such property.

**1.9 Association Employees** - No owner and/or resident shall direct, supervise or in any manner attempt to assert control over or request favors of employees of the Association or sub-contractors hired by the Association. Should an employee of the Association at the request of a resident or owner, move, handle or store any articles in storage lockers or remove any articles there from or handle, move, park or drive any automobile placed in the parking areas, then and in every such case, such employee shall be determined the agent of the person making the request. The Association shall not be liable for any loss, damage or expense that may be suffered or sustained in connection therewith. Any resident who engages the services of maintenance personnel shall compensate them directly. The Association does not pay for work performed in individual units and is not liable for any damages or injuries sustained.

**1.10 Additional Rules** - The Association of owners, in accordance with the Declaration of Condominium, reserves the right to make such other rules and regulation from time to time as may be deemed necessary for the safety, care and cleanliness of the premises and for securing the comfort and convenience of all occupants.

## 2. USE AND MAINTENANACE OF COMMON AREAS

**2.1 Smoking** - No smoking is permitted in the common areas of the building. The common areas include the lobbies, hallways, stairways, elevators and the garage area.

**2.2 Common Area Obstructions** - For your safety and the appearance of the property, the driveways, sidewalks, entrances, passages, elevators, lobbies, stairways or halls are not to be encumbered or obstructed nor used for any other purpose than entering or leaving the premises of one's residential unit. No resident shall place furniture in any hall or stairwell, or leave any shopping carts or wheel chairs in the halls at any time.

**2.3 Bicycles in Building** - All bicycles must come through the garage doors and be stored in the garage area.

**2.4 Tampering** - Occupants shall not tamper with heating, air conditioning, lighting, elevator, sprinklers or any other apparatus in any common area.

**2.5 Storage Locker Area** - To prevent interference with the efficient operation of the sprinkler system and to conform to fire department regulations, nothing is to be stored on top of the storage lockers. No bicycles, carts or other obstructions are to be placed in the aisles of the storage lockers.

**2.6 Lawn Area** - No resident, or guest, other than our lawn service and Board authorized workmen, shall drive any vehicle over the lawn area, use the lawn area as a shortcut to their residential unit, use the lawn area for residential purposes or deface any shrubs or trees. Paved area, i.e., parking area, sidewalk, steps, etc., are to be used to enter and leave the building.

**2.7 Recreation** - No one is permitted to loiter, play or to conduct any recreational activity on any common area, i.e., on stairways, in halls, in the garage, lobbies, and elevators or on the lawn area without Board approval.

**2.8 Decorating the Common Elements** - The main lobbies, elevator lobbies and hallways on all floors are common elements. This includes the bulletin boards. As such they are to be maintained and decorated by the Association and not by individual occupants. No one shall place any decorative items in or on the walls of any common areas, nor on any landscaping, trees or shrubbery. However, an individual may tastefully decorate the wall opposite the furnace door of their unit and/or the entrance door closest to the furnace door. Nothing is to be placed on the furnace room door per fire department regulations.

**2.9 Moving Articles into and Out of the Building** - All moving shall be through the garage unless permission has been obtained from the Association to do otherwise. The lobby and side door entrances shall not be used. Advance notice, two (2) days shall be given the Association so moving pads can be installed in the elevator. All moving shall be done between 8:00 a.m. and 8:00 p.m. No furniture shall be moved by way of any stairways. Movers must use the elevators. If an item is too large or long to fit on the elevator permission must be obtained from a Board member to bring the item into the building by different means. The owner of the unit will be directly responsible to the Association for any damage to the common areas caused from the moving or carrying of articles in and out of the building. The owner will also be assessed any excess trash removal fees incurred by the Association to dispose of any trash left from such moves.

## 3. USE AND MAINTENANCE OF INDIVIDUAL UNITS

**3.1 Trash and Garbage Disposal** - To avoid contaminations and excessive odors, use your garbage disposal for garbage. Run plenty of cold water before, during and after using to prevent sludge from collecting. All other garbage including food containers of all kinds must be placed in a plastic bag and securely tied. Preferably these bags should be carried to the garbage trash rooms. However, if you use the chute you must use heavy plastic bags that are securely tied and do not include any glass items in the bag. Dropping glass items down the chute can seriously injure anyone who may be in the trash room if the glass shatters when it hits bottom. If glass is included in your garbage it must be hand carried to the trash room. Loose papers and cardboard boxes are not to be thrown down the chute as they have a tendency to clog the chute. Cardboard boxes must be broken down and placed in a special recycling dumpster in the garbage trash room. The chutes are not to be used before 8:00 a.m. or after 9:00 p.m. No trash bags of any kind are to be placed in any common area other than the garbage trash rooms.

**3.2 Remodel of Individual Units** - If you are going to be doing any construction in your unit you must get Board approval and obtain all necessary City permits before any work can begin.

**3.3 Responsibility for Damage** - The stools, lavatories and other plumbing facilities shall not be used for any purpose other than that for which they are constructed, and no sweepings, rubbish, rags, papers, ashes or other substances shall be thrown therein. Any damage to the property of others, including the common elements, resulting from misuse of such facilities of any nature or character whatever shall be paid for by the owner of the unit causing the damage.

**3.4 Furnaces** - As a fire safety, an annual inspection of the furnace of each unit is obligatory as part of the maintenance of the individual unit. Each owner is required to have an annual inspection performed by a qualified professional and submit to the Association in writing evidence as to who performed the inspection and the date thereof. Failure to have this inspection done will be considered a violation of the Declaration of Condominium. The Association will have the inspection made and all costs will be assessed to the owner of the unit. No combustible material is to be stored in these furnace "closets".

**3.5 Live Christmas/Holiday Trees and Wreaths** - Live Christmas/Holiday trees and wreaths are prohibited anywhere in the building as they are considered to be fire hazards.

**3.6 Balcony Maintenance** - Owners and/or residents must remove accumulations of 2 inches or more of snow from their balconies so as to prevent water from seeping into the building or causing structural damage to the building. It is the responsibility of each owner and/or resident to make their own arrangements for the snow removal, with someone of their choice. Owners are liable for damage to any unit resulting from the melting of snow on their balcony or for failure to maintain their balcony in any way.

**3.7 Outside Appearance** - No articles, linens, cloths, clothing, curtains, rugs, mops, etc. should be hung or shaken from windows, balconies or doors. All floor coverings of balconies or patios shall be green in color. The Declaration of Condominium requires that all drapes, trimmings or other window treatments, having an exterior exposure, be white.

**3.8 Awning and Signs** - No awning, window guards, or signs of any kind shall be placed in windows, on doors, on exterior surfaces or on other common elements including the yard. This includes "For Sale" signs. However no more than two "Open House" signs will be allowed the day before and the day of an open house.

**3.9 Radio and Television Antenna** - No radio, television antenna or satellite installations shall be made on any common area or balcony or extend into common area airspace without Board permission.

**3.10 Bird Feeders** – No bird feeder or bird feed is to be placed on any balcony, patio or common areas so as to prevent other occupants from having their patio or balconies subject to the mess created by the birds themselves and/or spilled birdseed.

**3.11 Outdoor Grills** - Propane grills **with one-pound LP-Gas containers** are permitted by Fire Department regulations, but the Associations discourages their use. You can store only two of these one-pound containers in each condo or balcony. No other gas or charcoal grills are permitted. Electric grills are permitted.

**3.12 Locks and Keys** – If an owner changes the locks to their unit, it is highly recommended that a key be given to the Board so entry can be made in case of an emergency that may occur during the owner's absence.

## 4. GARAGE AND OUTSIDE PARKING

**4.1 Garage Parking** - The garage is reserved for the exclusive use of residents and non-resident owners. The owner of a parking space may not rent or lease it to anyone other than to a resident or owner, nor sell it to anyone other than an owner. These transactions require Board approval. Residents are to park only in the space they

own or lease and are not to give permission to any member of their family, guests, workmen or anyone else, to use any parking space other than their own. Vehicles shall be parked in the stalls only in a forward position to prevent exhaust fume from staining the walls. Vehicles shall not be parked in the center aisle and left unattended. To avoid noxious and dangerous fumes in the garage no vehicle motors shall be allowed to run longer than it takes to exit the building or to enter and park. The garage area shall be entered only through the "entrance" door and exited only through the "exit" door.

**4.2 Use of Parking Spaces** - No resident shall use a parking space for any activity that constitutes a fire hazard. No unsightly accumulation of refuse is allowed. Nor shall any such space be used for any activity that produces noise, odors or other factors that might be disturbing to owners and residents.

**4.3 Garage Space Storage** - For appearance, cleanliness and ease of cleaning the garage, no loose items should be stored alongside or in front of cars, except in enclosed cabinets, boxes or containers presenting a neat exterior. Items stored on top of any cabinet must be done in a safe manner and present a neat appearance. If containers are used, they must be of the plain commercial type and neatly stacked at least three inches off the floor. Bicycles and personal grocery carts are permitted and should be stored in front of your vehicle.

**4.4 Leisure Vehicles** - No occupant shall park or store or allow any person to park or store any boat, trailer, camper, truck (larger than a pick-up), truck trailer, motor home, bus, derelict automobile, snowmobile or similar item on the condominium property, inside or outside, for a period of more than three days. Violators of this rule will be assessed for any cost incurred by the Association in having the item towed off the premises.

**4.5 Outside Parking** - The parking is for temporary parking only. No vehicle can be stored in this area. This applies to any vehicle not regularly in use. After seventy-two hours violators of this rule will be assessed for any cost incurred, by the Association, in having the vehicle towed off the premises. Vehicles must be parked in a forward position to avoid exhaust fumes harming the lawn and shrubs. The vehicles front end should not protrude over the grass area so as to obstruct lawn mowing or the sprinkler system. No parking is permitted at the base of the sidewalks leading to the parking area. No double parking is permitted. To avoid a possible serious accident, no vehicle that may obstruct a driver's vision should be parked in the first three stalls next to the exit ramp.

**4.6 Blowing of Horns** - Owners/occupants shall not cause or permit the blowing of any horn from any vehicle upon any of the driveways or parking areas serving the building, or in the garage area, except as may be necessary for the safe operations thereof.

## 5. SALES, LEASES AND RIGHT OF FIRST REFUSAL

**5.1 Sale or Lease of Unit or Garage Space** No owner may dispose of any interest in any unit or garage space unless and until the Association has declined to exercise a right of first refusal. As per the amendment to the Declaration of Condominium of May 2015 the following is quoted; "Apartments shall be used and occupied for single family dwelling purposes only. Except as provided herein, all inhabitants of an apartment who begin their occupancy after the adoption of this amended Paragraph 11.12 must be the title-holding owner, the spouse of the title-holding owner, the grantor, trustee, or a beneficiary of a trust holding title to the apartment, or other person within the third degree of consanguinity to the owner, spouse, or grantor, trustee, or a beneficiary of a trust holding title to the apartment. Upon the adoption of this amended Paragraph 11.12, no apartment may be rented or leased except as provided herein. All apartments under lease at the time of the adoption of this Amendment may continue to be leased. However, once the apartment owner occupies a leased apartment, the apartment may no longer be leased. This clause is designed to protect those apartment owners who purchased their apartment with a view towards leasing and who have, in fact, leased their apartment from the time of possession until adoption of this Amendment without having lived in them. Once an apartment titleholder resides in an apartment, however, his or her right to lease the apartment shall terminate." It is the owner's responsibility to provide each new tenant with a copy of this document entitled "Condominium Living at Plaza East I".

## 6. PENALTIES FOR INFRACTIONS OF THE RULES WE LIVE BY

**6.1 Explanation of Penalties to be Imposed for Breaking the Rules.** Any infraction that occurs without the permission of the Board may result in a fine in accordance with the attached schedule. (6.2) This fine will be added to the condo assessment and must be paid within 90 calendar days. Any payment of assessment or fines not made within 90 calendar days will result in a property lien. Requests for exceptions to a rule must be made to the Board in writing and permission must be in writing. In case of an emergency, verbal requests to a Board member and verbal permissions will be acceptable. For on-going infractions, a warning letter will be issued. If not resolved promptly, a second letter will be issued and a fine assessed. Additional fines may be assessed each month that the infraction continues.

## 6.2 Schedule of Fines for Infractions of the rules we live by

| Infraction | Fine |
|---|---|
| Late payment of monthly assessments | $25 |
| Damage to common area | $25 plus repair costs |
| Unauthorized pet | $25 |
| Smoking in interior common areas | $25 per occurrence |
| Unauthorized type of outside grill | $25 |
| Moving large items through the front doors or over the patio / balcony. | $25 plus repair costs |
| Maintaining an unsafe condition | $25 |
| Improper common area display | $25 |
| Unlocked building entrance without a monitor | $25 |
| No annual inspection of heating system | $25 plus inspection cost |
| No operating smoke or fire alarm | $25 |
| No current insurance | $25 |
| Leasing or subletting without permission | $100 |
| Backing into parking stalls | $25 |
| Large items stored in front of vehicles in the garage. | $25 |
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| Others assessed on a case-by-case basis | $25 to $100 |

These revised and substituted "Rules We Live By" were adopted at a regular Board meeting March 8, 2021

**PLAZA EAST I OWNERS ASSOCIATION. INCORPORATED**
**2131 First Avenue SE Box #318**
**Cedar Rapids, Iowa 52402**

To All Owners:

It is necessary that the Association maintain up to date accurate records as to the legal ownership of all units and garage parking spaces. To do so, it needs the cooperation of all owners and residents to notify the Association when they first decide to sell a unit or, sell, lease or assign the use of a garage parking space.

To make such notification process as easy as possible, for both you and the Association, we have designed the following form to start the process of providing the necessary information to the Board of Directors. You should complete this form as soon as possible after making your initial decision. Mail or deliver the form to the President, Secretary or our professional manager. In return, you will receive instructions and forms, for the specific transaction you are contemplating, to help you provide the Association with the information required under the provisions of the Declaration of Condominium and/or "The Rules We Live By."

Most such transactions are subject to the Association's Right of First Refusal. Others are necessary to keep the Association's records complete, correct and up to date. There is also a security issue involved as you will be provided information, in the form of a Directory, that enables you to more readily identify new faces that you may find wandering around the premises.

Should you have any questions concerning this reporting procedure please contact a member of the Board or our professional manager.

BOARD OF DIRECTORS

September 2017

# NOTICE OF INTENT TO SELL OR TRANSFER AN INTEREST IN A CONDO UNIT IN PLAZA EAST I

This is to notify the Board of Directors that (I) (we) intend to make a transfer of (my) (our) interest in Unit #_____and/or garage parking space(s) #_____as follows:

☐ **SALE OF UNIT**
**(Includes sales or exchanges of any kind)**

☐ **TRANSFER UNIT BY GIFT**
**(Includes transfers to spouses, family trusts, etc.)**

☐ **OTHER TRANSFER OF UNIT**
**(Includes transfers by a will)**

☐ **LEASE OR ASSIGNMENT OF GARAGE PARKING SPACE**
**(Includes any granting of use to another)**

☐ **SALE OF GARAGE PARKING SPACE**
**(Can only be sold to another owner)**

To assist in the transfer, we will be using the services of:

**Attorney:**

_____ _____
Name Telephone

_____ _____
Firm Address

**Realtor:**

_____ _____
Agent Telephone

_____ _____
Firm Address

Date Submitted _____ _____
Owner(s)

Upon receipt of this form you will be promptly furnished with the necessary forms and information to be filed with the Association when both parties have negotiated a satisfactory agreement. It is the seller and Relators responsibility to furnish the new owners a copy of the Declaration of Condominium, By-Laws and Rules We Live By.

8/14/2017

## MAKING PLAZA EAST I A PLEASANT AND COMFORTABLE PLACE TO LIVE

## PAGE 2

Each unit owner is responsible for the maintenance of his/her unit. City permits and Board approval must be obtained before any construction work can begin. All owners through the Association are responsible for the maintenance of the common areas. Generally speaking, each unit owner is responsible for all maintenance within their unit including the wiring, piping, conduits, ducts and other service elements servicing the unit as well as his/her balcony, patio, sliding glass doors, windows, air-conditioning and heating units, water heater, etc.

On the following pages, we have set forth some of the legal covenants and the "Rules We Live By", which are all designed to make living at Plaza East I pleasant and comfortable. The "Rules We Live By" does not supersede the Declaration of Condominium, the Articles of Incorporation or the By-Laws of the Plaza East I Owners Association Incorporated, or any other legal obligations.

In living as neighbors in a condominium community all of us have certain rights, but we also have certain obligations. It should be remembered that the restrictions we impose upon ourselves are for mutual benefit and comfort. Objectional behavior is not acceptable even if it is not specifically covered in any rule or regulation. Violations by owners or an owner tenant, employees, guests or children are the responsibility of those owners.

The original Declaration of Condominium permitted an owner to lease his/her unit. However, this was changed by an amendment to our Declaration in May 2015 which prohibits any new owner from leasing of units in the future. See attachment.

The Board of Directors
Plaza East I Owners Association

May 2021

# PLAZA EAST I OWNERS' ASSOCIATION, INCORPORATED
# 2131 and 2135 First Avenue SE
# Cedar Rapids, Iowa 52402

## MOVING INTO AND OUT OF PLAZA EAST I

The following rules have been adopted by the Plaza East I Owners Association, pertaining to residents when moving into or out of the building. The purpose of these rules is to prevent: a breakdown in our building security system; excessive soiling of lobby and hall carpeting; damage to stairwell walls, railings and doors; blocking of building entrances in case of an emergency; interfering with the comfort of other residents including the use of the elevators.

It is the responsibility of the owner of a unit to advise a new owner of these rules. It is the responsibility of the resident who is moving, to advise their moving company of these rules, in advance, so that there will be no misunderstanding as to how they should proceed.

1. All residents moving into or out of Plaza East I shall do so through the garage unless permission has been obtained from the Association to do otherwise. The entrance lobbies or side door entrances shall not be used. Only the "out" overhead garage door is to be held open for moving purposes.

2. All moving shall be done between the hours of 8:00 AM and 8:00 PM.

3. No furniture shall be moved up the stairways. Movers must use the elevators.

4. The owner of the unit will be directly responsible to the Association for any damage to the common areas caused from the moving or carrying of articles in and out of the building.

5. The owner of the unit will also be assessed for any excess trash removal fees, incurred by the Association, to dispose of any extra trash left from the move.

6. The Association shall be notified at least two (2) days in advance of the moving date so "moving pads" can be installed in the elevators. Call any member of the Board to install the pads.

May 2021

# PLAZA EAST I OWNERS' ASSOCIATION
# 2131 and 2135 First Avenue SE Cedar Rapids IA 52402

## NEW RESIDENT INFORMATION

Information that should have been passed through a realtor or seller: condo and parking stall number(s), keys and garage door opener(s). The same key opens the outside front door, lobby door and condo entrances from the garage in addition to the common roof patio doors. "Rules We Live By" should have been received and read prior to moving in. The moving in date should be given to the management company, Heritage Property Management or a Board member.

Our front outside doors are unlocked during the day but lock at 10 PM and unlock at 6 AM. The inner lobby doors are always locked. If you have a visitor, they need to come into the lobby and use the wall phone to call you by finding your name on the board list. When you receive a call, and want the person to enter, you press and hold the 9 on your phone pad which causes the door to unlock. Let Heritage Property Management know the number you would like programed into the system. Note that it is possible to program a cell phone number with a 319-area code.

All deliveries of large items have to be made through the garage and up the elevator. Do not use the stairs. You have to be there to help movers enter, or ask a Board member to help.

You might prefer to make the payment of your monthly Association fee to Heritage Property Management by means of automatic withdrawal. You may also drop your payment in the wall repository slot for Heritage located near the owners' mail boxes in your building. Call them at 365-3610 if you have any questions.

Often when plumbing work is needed in a unit, the water to your entire building must be turned off. If you need this done, advise Board member two days before (if possible). We will put up a warning notice to residents in your building. Most plumbers know about our shutoff, but if help is needed ask for help from a Board member. Each building has its own shut off valve.

Most gas meters are in the garage along the walls in sets of threes. Six others are located in each of the two large storage room areas in the basement. The electric meters are located in the utility rooms on each floor.

The electrical breaker box for your unit is located in your laundry room.

You have a private storage room in the basement assigned to your unit.

PLAZA EAST I OWNERS' ASSOCIATION

New Resident Information

Close the door into the elevator room if you have left it open for a short time. Security is of upmost importance.

Mediacom cable connections are up in the attic of each building.

We do recycle here so please read the recycle list. No plastic bags, glass or Styrofoam. All boxes (cardboard, chip or other) need to be broken down so they are flat. Anything not on the recycle list needs to go into the garbage bin.

If you find it necessary to change the locks to your condo unit, it is highly recommended that you give the Board a key so that we can enter your unit in case of an emergency. The key will be kept in a locked room and only Board members may enter using the spare key. It is required that 2 board members be present to enter. If your unit has been entered while you are gone you will be left a notice.

We have a delivery room in each lobby where parcels are dropped off for you to pick up. Often you will find a notice from the delivery person stuck to the inner entry door.

If you are going to be doing any construction in your unit you must get Board approval and obtain all necessary City permits before any work can begin.

It is important that you provide current proof of your homeowner's insurance to either the Association Board or Heritage Property Management,

The Board meets monthly, and if you have a request, please submit it in writing before our Board meeting.

BOARD OF DIRECTORS

May 2021