



THE MAPLE CONDOMINIUM
RULES AND REGULATIONS FOR
THE MAPLE CONDOMINIUMS HOME OWNERS ASSOCIATION (Lot 118,
Peninsula Neighborhood)

1. The Maple Condominium Home Owners Association ("Association"), acting through its Board of Directors, has adopted the following Rules and Regulations ("Regulations"). These Regulations may be amended from time to time by resolution of the Board of Directors.
2. Wherever in these Regulations reference is made to "Unit Owners," such term shall apply to the owner of any unit, to such owner's tenants whether or not in residence, and such owner's (or such tenant's) agents, visitors, guests or invitees.
3. The Unit Owners shall comply with all the Regulations herein after set forth, governing the building, individual units, stairwells, balconies/patios, drives, recreational areas, grounds, and parking areas.
4. The Association reserves the right to alter, amend, modify, repeal or revoke these Regulations and any consent or approval given hereunder at any time by resolution of the Association or the Board of Directors.

RESIDENTIAL UNITS

5. No part of the Condominium shall be used for any purpose except housing and the common purposes for which the Condominium was designed. Each unit shall be used as a private residence.

6. Except for limited home office use (no customers, employees or regular business pick-ups or deliveries coming to the unit), no industry, business, trade, paid childcare, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, exploitation or otherwise, shall be conducted, maintained or permitted on any part of the Condominium.
7. No improper, offensive or unlawful use shall be made of the Property or any part thereof, and all valid laws, zoning ordinances and regulations of all governmental agencies having jurisdiction thereof shall be observed. The Association and the Board of Directors must comply with all such laws and the Board of Directors has no liability to any owner or other person for any violation of such laws by others.
8. Unit Owners shall not cause or permit any unusual or objectionable odors or noises which will interfere with the rights, comforts or convenience of other Unit Owners to be produced in or to emanate from their respective Units.
9. All Unit Owners shall keep the volume of any radio, television, musical instrument or other sound producing device in their units sufficiently reduced at all times so as not to disturb other Unit Owners.
10. Each Unit Owner shall keep the unit in a good state of preservation, repair and cleanliness and shall not sweep or throw or permit to be swept or thrown from the doors, windows, patios or balconies thereof, any dirt or other substance that will interfere with the rights, comforts or convenience of other Unit Owners. First floor patio steps shall be clear at all times with the exception of potted plants.
11. The toilets and other water and sewer apparatus shall be used only for the purposes for which designed, and no sweepings, litter, rags, ashes or other improper articles shall be thrown therein. The cost of repairing and damage resulting from misuse of any such apparatus shall be borne by the Unit Owner causing such damage.

12. No "For Sale", "For Rent", or "For Lease" signs or other window displays or advertising may be maintained or permitted.

LEASING OF OWNER UNIT

It is the intention of the association that a condominium unit shall be used solely as an owner-occupied unit. However, special circumstances may arise that justify temporary leasing to a third party. Under special circumstances owners may apply to the HOA Board of Directors for authorization to lease their property to a third party; however, owners who have established residency in the Peninsula Neighborhood Lot #118, Maple Condominium, prior to the date of the creation of these Rules and Regulations, and additions thereto, may be granted exceptions to the following rules:

13. No unit owner may lease to a third party without written authorization from the HOA Board of Directors. For purposes of this provision "third party" shall be defined as any person who is not an owner as that term is defined in the Declaration.

14. After one year of residency, owners may apply to the HOA Board of Directors for authorization to lease their unit to a third party. This application must include a written rationale and a request for an in-person hearing with the Maple HOA Board of Directors. The HOA Board of Directors has the sole right to grant permission to lease to a third party.

15. Units shall be leased for no less than one year, with renewals of said lease reviewed and approved by the Board of Directors.

16. Owners who lease their property shall obtain from the lessee a Tenant Registration form, Exhibit "G", affirming that the lessee will abide by Rules and Regulations of the Maple HOA. A copy of this agreement shall be submitted to the Peninsula Neighborhood Lot 118 HOA Board of Directors.

17. Owners who lease their unit shall obtain an Iowa City rental permit and abide by same, providing a copy of that document to the HOA Board of Directors.

18. All costs related to rental permit inspections resulting from any unit(s) in the Maple Condominium (Peninsula Neighborhood Lot #118) being identified by the

city of Iowa City as a rental unit, shall be the responsibility of the owner(s) of the rental unit(s). These costs include but are not limited to inspection fees for the entire building, rental permit fees and additional expenses that would add to the financial burden of all residents. If there is only one rental unit at the time of the rental permit inspection, the entire cost will be the burden of that owner. If there are more than one rental units at the time of the rental permit inspection, the cost will be equally divided among the rental unit owners. The city of Iowa City considers a unit a rental if anyone other than the owner of record is the primary occupant. For example, a unit is considered to be a rental if the owner does not occupy the Unit but permits relatives (e.g., sons or daughters), friends, and/or other persons to be the sole primary occupant; it does not matter whether rent is paid or not.

19. The owner is responsible for repair and/or replacement of any common or private space property damage caused by the action of the lessee.

20. An owner leasing his/her unit must submit to the HOA Board of Directors a security deposit of \$2500, which shall be debited should any tenant of the owner or the owner fail to abide by the provisions of the Rules and Regulations concerning leases and leasing. Any charges above the regular security deposit amount will be billed to the owner. A written form signed by a representative of the HOA Board of Directors acknowledging receipt of deposit shall be given to owner upon request.

21. For record-keeping purposes, the security deposit shall be held by the management company of the condo association with the owner's name associated with each deposit. Within thirty days from the date of termination of the tenancy, the management company shall return the \$2500 to the owner, or the HOA Board of Directors shall furnish a statement specifying the basis for debiting all or a portion of the deposit.

22. Owners who lease their unit and do not maintain residency in the Iowa City area must obtain reasonable arrangements for supervision and maintenance of their property.

23. No person(s) other than the registered tenant(s) shall be allowed to live in the unit during the period of the lease.

COMMON AREAS

24. Unit Owners are reminded that alteration and repair of the Building is the responsibility of the Association, except for the interior of the Units. Nothing shall be done in any Unit or on the Common Areas which may impair the structural integrity of the Building or which may structurally change the Building or shall anything be altered or constructed or removed from the exterior of the Building or internal Common Areas, except upon the prior written consent of the Board of Directors.

25. Nothing shall be altered, constructed in, removed from, or added to the Common Areas except with the prior written consent of the Board of Directors.

26. Nothing shall be done or kept in any of the Common Areas which will increase the rate of insurance for the Building or contents thereof. No Unit Owner shall permit anything to be done or kept in the Unit or on the Common Areas which will result in the cancellation of insurance on the building or contents thereof or which would be in violation of any public law, ordinance or regulation. No gasoline or other explosive or inflammable material may be kept in any Unit or storage area. No barbecue grill or other similar unvented cooking device, regardless of the type of fuel may be used within the Condominium. A Unit Owner may use a gas or electric barbecue grill on the patio or balcony; no charcoal grills are allowed.

27. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the Building without the written consent of the Association.

28. Smoking is not permitted anywhere in the Building (Units, Common Areas, Parking) or within 20 feet of the Building.

29. All garbage and trash must be bagged and placed in the proper receptacles designated for refuse collection and no garbage or trash shall be placed elsewhere in any Common Areas, patios, balconies, utility or storage areas. Clean, recyclable materials must not be bagged; boxes must be broken down to flat.

RECREATION FACILITIES

30. All persons using any of the recreational or common facilities do so at their own risk and sole responsibility. The Association does not assume responsibility for any occurrence, accident or injury in connection with such use. No Unit Owner shall make any claim against the Association, agents, or employees, for or on account of any loss or damage to life, limb or property sustained as a result of or in connection with any such use of any of the recreational or common facilities. Each Unit Owner shall hold the Association harmless from any and all liabilities and any action of whatsoever nature by any tenants, guests, invitees or licensees of such Unit Owner growing out of the use of the recreational or Common Areas except where such loss, injury or damage can be clearly proved to have resulted from and caused by the direct negligence of the Association or its agents, or employees in the operation, care or maintenance of such facilities.

PARKING

31. Garage parking spaces are reserved spaces assigned to a specific Unit for use by the Unit Owner. It is a violation of this policy for any person other than the Unit Owner to make use of the reserved parking spaces without the consent of the Unit Owner to which the parking space is assigned. Spaces that present untidy or inappropriate usages may be designated as a nuisance by the Board and owners may be required to remedy the cited issues within a specified time.

32. Each Unit is provided a locked storage room for personal and household storage.

33. No motor vehicle shall be parked in such a manner or area that obstructs the safe, free flow of vehicular traffic in the Common Area or obstructs the movement of other vehicles into and out of adjacent parking spaces.

34. All Common Area parking spaces located outside of the parking garage shall be available on a first come, first serve basis to residents and guests of residents only subject to the Rules and Regulations contained herein.

35. The speed limit on the Association property shall be ten (10) miles per hour and all vehicles shall be operated in a safe manner.

36. Only vehicles displaying a handicapped license or permit shall park in a space reserved for the handicapped.

VEHICLES

37. Only approved motor vehicles may be parked on Common Area parking spaces for an extended period of time. An approved motor vehicle is any conventional passenger vehicle, motorcycle, personal van or pickup truck. Unapproved vehicles include commercial vehicles, vehicles with signage, ladders or other tools and implements attached thereto. Exceptions to the unapproved list may be granted by the Board of Directors if said vehicle is the sole means of transportation.

38. Outdoor parking of recreational vehicles, boats, trailers, motor homes, and campers is permitted but limited to a period of three (3) consecutive days and a total of seven (7) days per calendar year.

39. No more than one vehicle shall be parked in any designated space, with the exception of two motorcycles in the same space.

40. No junk or derelict vehicle shall be parked on the Condominium Property at any time. Any motor vehicle that cannot be operated in its existing condition because the parts necessary for operation, such as, but not limited to, tires, wheels, windshield, engine, drive train, driver's seat, steering wheel or column, gas or brake pedals, are removed, damaged, or destroyed, or has a deteriorated body condition, shall be deemed to be a junk or derelict vehicle, regardless of the display of valid state license/registration or inspection sticker.

41. Except for minor emergency repairs, the repairing of vehicles, including the painting thereof, is not permitted at any time on the Common Areas. The intentional drainage of any motor vehicle fluids is prohibited.

42. The owner of any prohibited vehicle not in compliance with these rules shall be notified of the violation by the posting of a notice on the vehicle. Any vehicle not brought into compliance of the posted notice will be towed within three (3) days.

Owners of Units whose residents and/or guests violate this policy shall be held liable for any damages to the Community caused directly or indirectly by the violation to include the cost of enforcement which shall also cover legal costs.

PETS

PERMITTED ANIMALS

43. The only animals that may be kept in any Residential Unit or access the Common Areas are household pets including dogs, cats, and fish, provided that they are not kept or maintained for commercial or breeding purposes. Other animals are not allowed. Any Unit Owner may keep only two (2) neutered pets (not including fish). Dogs shall be under 30 lbs unless otherwise approved by the Board of Directors. All pets having access to the Common Areas must be registered with the City of Iowa City and vaccinated as required by law. Proof of registration and vaccination must be available to the Board of Directors upon request.

REQUIREMENTS AND RESTRICTIONS

44. Pet owners are responsible for removing their pet's wastes from the Common Areas. Also, owners should be conscious of building plantings as dogs relieve themselves. In addition, pet wastes and odors shall not be permitted to accumulate in Residential Living Units (including patios and balconies) so as to create unattractive or unsanitary conditions.

45. No pet shall be permitted to bark, howl, whine, or make other such noises that it disturbs neighbors' rest or enjoyment of their home.

46. Except when within its Owner's Unit, a pet must be leashed and attended by a responsible person to insure close control of the pet.

47. No pet shall be left unattended in any Common Area nor shall any animal be leashed or tied to any object on the Common Area or patios and balconies.

48. Pet owners are fully responsible for any property damage, personal injuries, or disturbances their pet may cause or inflict.

NUISANCES

49. The following behaviors shall be considered nuisances and are grounds for filing a complaint:

- Pets that are allowed to run at large;
- Pets that have been allowed to damage, soil, defecate or urinate on, or defile the Common Areas or private property;
- Unsanitary, dangerous, or offensive conditions created by a pet either inside a Unit or anywhere on the Common Areas;
- Ordering or allowing a pet to molest, attack, or otherwise interfere with the freedom of movement of people on the Common Areas, and including chasing vehicles, attacking others, or other kinds of disturbance;
- Leaving a pet in a vehicle.

ENFORCEMENT

50. Penalties for violation of the local animal control ordinance may be enforced by the Locality independent of remedies pursued by the Association. The Association may enforce its penalties independent of remedies pursued by the Locality.

51. The Board of Directors shall have the right to require that any pet, which, in the Board's opinion, is "causing or creating a nuisance or unreasonable disturbance or noise", be permanently removed from the Community within ten (10) days of written notice.

52. Any Unit Owner who keeps a pet upon any portion of the Maple Condominium shall indemnify, defend, and hold harmless the Association, its officers, directors, contractors, agents, and employees from any claim brought by any Person against the Association, its officers, directors, agents, employees and each Unit Owner for personal injuries or property damage caused by such animals.

53. While the Association reserves the right to charge a pet fee in the future if such becomes necessary to offset expenses incurred to implement these regulations, no

such fee shall be charged at this time.

The Maple Home Owners Association, acting through its Board of Directors has the sole authority to promulgate, adopt and amend these rules and regulations.

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.

These Rules and Regulations and the attached Exhibit "G" have been approved by the Board of Directors of The Maple Condominiums Home Owners Association on the 10th day of November, 2020.

Deborah Beiler

President

11-11-20

Date

The Maple Condominium Home Owners Association
Lot 118, Peninsula Neighborhood

This instrument was acknowledged before me on the 11th day of November 2020.



Teresa Morrow
Notary Public in and for State of Iowa

11/11/2020
Date

EXHIBIT "G"

PENINSULA NEIGHBORHOOD LOT 118 (MAPLE
CONDOMINIUM) TENANT REGISTRATION FORM**1. Owner Current Contact Information:****Condominium Unit Address:** _____**Owner Name (PRINT):**

*I have provided Tenant with the Peninsula Neighborhood Lot 118
Governing Documents—the Declaration and all substantive
amendments, the Association By-Laws and all substantive amendments,
and the Rules and Regulations and all alternations/amendments:*

Owner Signature:

Offsite Address:

Phone Number(s):

Email Address:

2. Tenant Names and Contact Information:**Tenant Name (Print the names of all tenants including those under
18 years of age):**

Primary Tenant Name:

Phone Number:

Email Address:

3. Governing Documents: The Owner has provided Tenant with access to the Governing Documents, as outlined above. Tenant hereby acknowledges receiving and reviewing the Governing Documents and that the Tenant is bound thereby. Failure to receive or review the Governing Documents is not a defense to any breaches of the Governing Documents.

4. Non-Compliance. Tenant's right to use and occupy the Property and the Common Area, including parking privileges is subject to Governing Documents. Tenant's failure to comply with the provisions of the Governing Documents or the requirements of Registration constitutes a default of the Lease, giving the Association the right to issue a warning and/or fine for the first violation and assess fines of increasing amounts for subsequent violations. The amount of the fines shall be determined by the Board of Directors.

5. Joint Liability and Indemnification. The Owner and Tenant shall be jointly and severally liable to the Association for any damage to the Common Area and any related costs, including attorney's fees and costs incurred, caused by the act, omission, neglect or carelessness of Tenant or that of Tenant's family, guests, invitees, licensees, employees or agents.

Tenant shall defend, indemnify and hold harmless the Association, Board members, Association officers and directors, Association members, and the Association Managing Agent ("Indemnified Parties") from and against any damages, direct or indirect, incurred by the Indemnified Parties as a result of noncompliance with the Governing Documents or this Addendum by Tenant, Tenant's guests, family, invitees, licensees, employees or agents.

6. Severable. In the event that any part or provision of Tenant Registration shall be adjudged unlawful or unenforceable under Iowa law, the remainder of the Resolution shall nonetheless survive and remain in full force and effect.

7. Tenants' Signatures (Note: all tenants except minor children must sign this form even if they have an oral rental agreement.)

I have read, understand, and fully agree to comply with the full terms of the Tenant Registration Form.

Tenant signature and date:

Association Use Only:

Lease Dated:

Lease Term:

HOA Comments:

Contact information for person(s) who will supervise property if owner does not maintain residency in the Iowa City area.

Name (Print):

Phone Number:

Email Address:

Name (Print):

Phone Number:

Email Address:
