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Linn County Iowa
JOAN MCCALMANT RECORDER
BK 8110 PG 431-438

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RULES AND REGULATIONS FOR WALNUT RIDGE CONDOMINIUMS OWNERS ASSOCIATION

As adopted by the Members of the Association on October 30, 2011.

The following rules and regulations, having been adopted by the Walnut Ridge Condominiums Owners Association shall be binding on the unit owners of Walnut Ridge Condominiums until modified or amended by the Board of Directors of Walnut Ridge Condominiums Owners Association as provided in the Declaration for Walnut Ridge Condominiums:

PEACE AND QUIET

1. Unit owners, tenants, and guests shall not disturb the peace and quiet of adjoining owners and tenants. Unit owners, tenants, and guests should keep all noise, including but not limited to noise from stereos, social gatherings, television, and pets, at a minimum. The Association prohibits noise disturbance of any kind from the hours of 10:00 p.m. to 8:00 a.m., seven days a week.

PARKING

2. Parking is for authorized residents and their guests only. There are no reserved spaces so owners, tenants, and guests may park in any space. The Board of Directors, on the Association's behalf, may tow, at the owner's expense, any vehicle parked in an undesignated area.

3. No motor vehicles may be parked, except in an individual garage, on the condominium property for more than seventy-two hours without having been moved; such vehicles will be considered abandoned. No inoperable motor vehicle may be parked, except in an individual garage, for more than twenty-four (24) hours. The Board of Directors, on the Association's behalf, reserves the right to tow abandoned or inoperable vehicles at the owner's expense.

4. Owners, tenants, and guests are prohibited from making vehicle repairs of any kind in the parking lot.

5. Each unit owner shall be allowed to keep no more than two (2) motor vehicles within the condominium regime.

6. No boats, motor homes, or other recreational vehicles may be parked on the condominium property for more than twenty-four (24) hours except in an individual garage.

7. The Board of Directors is empowered to regulate and restrict the use and keeping of oversized motor vehicles on the condominium property. This power includes but is not limited to towing the oversized vehicle at the owner's expense.

SNOW REMOVAL

8. Unit owners and tenants shall comply with all posted snow parking and snow removal rules. Any vehicles impeding the snow removal process will be towed at the owner's expense.

GARAGE DOORS

9. Unit owners and tenants shall be required to keep their respective garage door closed at all times except for the purposes of entering, exiting, working, or using it for purposes incidental to vehicle storage and the like.

STORAGE

10. Any toys or lawn furniture placed in the common areas by a unit owner, tenant, or guest must be removed from the common area each evening.

11. The owner or tenant of a residential unit shall not store any grills, bikes, scooters, or any outdoor play equipment in the common areas.

12. Pursuant to the Cedar Rapids Municipal Code, the following grills are permitted on the ground floor and above the ground floor: propane grills with one-pound LP-Gas containers or UL listed electric grills. Natural-gas grills are PROHIBITED.

13. Pursuant to the Cedar Rapids Municipal Code, the following grills are PROHIBITED above the ground floors: propane grills with larger than one-pound containers and charcoal grills.

14. Pursuant to the Cedar Rapids Municipal Code, charcoal grills and propane grills with gas containers larger than one-pound are permitted on the GROUND FLOOR as long as the grill/container is at least 20 feet from any building's multi-tenant exit door (not the patio sliding glass door). Charcoal grills are permitted on the ground floor only if they are on a non-combustible surface and are located at least 10 feet from combustible construction.

WINDOW TREATMENTS

15. In all residential units, all window coverings must appear as a neutral color such as white or cream-colored from the exterior of the unit.

EXTERIOR DÉCOR/SIGNAGE

16. No Unit owner may paint or in any manner decorate the exterior façade of the walls or add or connect equipment, structures, or facilities thereto, or erect any "for sale" or other signs/banners/flags or otherwise disturb or affect the same. Notwithstanding this Rule, a Unit owner may affix or hang a United States flag not exceeding 2 feet by 3 feet in size.

AIR CONDITIONING UNITS

17. In all residential units, all air conditioning units must appear as a neutral color, such as gray or beige.

PETS

18. Beginning October 30, 2011, Unit owners may have one cat; dogs are prohibited. Unit owners and tenants that have one dog weighing less than 40 pounds on the date these Rules and Regulations are recorded may keep their dog. The Association requires pet owners to provide information in writing to the Association including the pet's name, breed, and size. In addition, pet owners shall provide the Association with a colored photograph of the pet. Unit owners who fail to register their/their tenant's pets will be assessed a $25.00 fine per week until the pet is registered.

19. Unit owners permitted to keep their current dog pursuant to the preceding paragraph are responsible for cleaning up after pets in all common areas including but not limited to hallways, entryways, and within the Walnut Ridge property outdoors. If mess or damage occurs in common areas the Board of Directors, on the Association's behalf, reserves the right to have common areas repaired and/or cleaned at the owner's expense. Further, no unleashed pets are permitted on property considered the limited or general common elements, including pets in an enclosed area.

20. If, in the opinion of the Board, a pet is causing or creating a nuisance or disturbing the quiet enjoyment of owners, the pet shall be permanently removed from the property within thirty (30) days of receipt of notice from the Board.

BUILDING SECURITY

21. Owners, tenants, and guests must keep exterior doors closed and refrain from propping doors open.

22. Owners and tenants are asked not to disclose the security code to non-residents.

MAINTENANCE

23. Owners and tenants should immediately report any leaks or other maintenance requirements to the Association's property management company.

WASTE & RECYCLING

24. Dumpsters are to be used to dispose of garbage and trash. Owners and tenants must dispose of large items such as furniture, carpeting, etc. elsewhere or make arrangements with the Linn County Refuse Company for pickup at the owner's expense.

25. Owners and tenants must crush and/or cut large cartons and containers before placing such items in the dumpster.

26. No refuse may be discarded on the premises, including hallways. Wet garbage must be sealed in plastic bags.

27. Dumpsters are to be used exclusively by on-site owners and tenants.

28. If the City of Cedar Rapids requires the recycling of glass, plastic, paper, cardboard, etc., all owners and tenants must comply with the City's requirements.

SATELLITE DISHES

29. The following provisions govern the Owners' installation and/or use of satellite dishes:

Individual Satellite Dishes. An individual satellite dish provides programming for only one owner. The following restrictions apply to any Owner's installation and use of an individual satellite dish in his/her unit:

a. The individual satellite dish must be one meter (39.37 in.) in diameter or less.

b. The individual satellite dish must be located wholly within an exclusive use area, or an area of the property that only you, and persons you permit, may enter and use to the exclusion of other unit owners.

c. The individual satellite dish must not protrude beyond your exclusive use area, including into the air beyond a balcony railing or patio.

d. You are not permitted to drill a hole through an exterior wall without the Board's permission because exterior walls are considered common areas.

e. If you receive the Board's permission to drill a hold through an exterior wall, you must provide the Association with a $50.00 deposit for any repairs necessary to fill-in any and all holes drilled for the purpose of installation.

f. You are prohibited from installing an individual satellite dish in any common area, including the roof and or yard/garden.

g. For aesthetic purposes, please consult with the Board to determine the preferred placement of the individual satellite dish. The Association desires a uniform appearance to the extent possible.

h. The Board reserves the right to require any owner whose satellite dish is currently in violation of this rule to relocate the satellite dish to comply with this rule.

RENTAL UNITS – RENT RESTRICTIONS

30. Owners must provide the tenant with a copy of the Rules & Regulations.

31. Owners must provide the Association's property management company with the names and phone numbers of their tenants as well as a copy of the lease.

32. An annual rental fee of $150.00 per unit will be assessed beginning September 1, 2008 and will be charged and payable each September of every year following.

33. Owners must notify the Association's property management company if a unit is being sold, providing the date of the sale and the name(s) of the buyer(s).

34. Owners will be fined for any violations committed by owners' tenants.

35. Beginning October 30, 2011, with the exception of currently leased units, all units shall be owner-occupied as defined herein. A unit leased on the date these Rules and Regulations are recorded shall revert to owner-occupied when the Unit is sold or when the renter fails to renew the lease, whichever event occurs first, pursuant to the Tenth Amendment to Declaration of Submission to Horizontal Property Regime recorded on the 16th day of November 2011. Under the terms of the Amendment and the Rules herein, a lease may not be assigned to another renter.

36. For the purposes of the rent restrictions imposed by the Tenth Amendment to the Declaration and the Rules and Regulations herein, "owner-occupied" means the Unit owner, the Unit owner's parents, or the Unit owner's children.

OWNER'S RIGHT TO DUE PROCESS

37. If an Owner or an Owner's tenant violates 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, the Owner (or "alleged violator") is afforded the following due process:

A. Demand. Upon the complaint of any two Owners, or upon the complaint of any two Directors of the Association, outlining an alleged violation, a Director of the Association shall give the alleged violator written demand to cease 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 violations 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.

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, the Board shall serve the alleged violator with written notice of a hearing. 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 scheduled not less than seven days after delivery of the notice, an invitation to attend the hearing and produce any statement, evidence, and witnesses on the alleged violator's behalf, and the proposed penalty to be imposed.

C. Hearing. The hearing shall occur before a committee of at least three members appointed by the Board of Directors of the Association who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, or employee. If the committee, by a majority vote, does not approve a proposed penalty or suspension, it shall not be imposed. Pursuant to the notice, the violator will be given a reasonable opportunity to be heard. The alleged 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.

Prior to the effectiveness of any fine, proof of notice shall be included in the hearing minutes. Such proof shall be deemed adequate if the officer or Director who delivered such notice produces a copy of the notice, together with a statement of the date and manner of delivery. If the violator appears at the hearing, the notice requirement is satisfied. Minutes from the hearing shall contain a statement of the results of the hearing, including the sanction imposed, if any.

D. Penalties. The Board of Directors of the Association may suspend, for a reasonable period of time, the rights of an Owner or an Owner's tenants, guests, or invitees, or both, to use common areas and recreational facilities and may levy reasonable penalties, not to exceed one hundred dollars per violation, against any Owner. A penalty may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that the penalty shall not exceed one thousand dollars in the aggregate.

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 Owner constitutes a lien against the Owner's Unit. 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, notify the public of the amount of the fine due form the Owner.

F. Fines and Assessments not subject to due process. The due process requirements contained in this rule do not apply to the imposition of penalties or suspension upon any Owner because of the failure of the Owner to pay assessments or other charges when due.

38. When the Association tows a vehicle, towing expenses will be charged *in addition* to fines accrued as a result of the violation.

ASSOCIATION DUES

39. Association dues must be paid by the 10th day of each month. Statements will be sent out quarterly. Late fees will be assessed against the owner as follows:

0-30 Days	$10.00
31-60 Days	$25.00
61-90 Days	$50.00

The Board reserves the right to waive late fees in extenuating/extraordinary circumstances.

COMPLAINTS, CONCERNS, & COMMENTS

40. Owners and tenants shall report to the Board of Directors in writing, by phone, or by e-mail if they wish to express complaints, concerns, and/or comments.

The foregoing Rules and Regulations were adopted by Walnut Ridge Condominiums Owners Association Board of Directors and approved at a meeting held the 30th day of October 2011.

Joe Stallman
By: Joe Stallman, President

Vicki Oakley
By: Vicki Oakley, Secretary

STATE OF IOWA)
) SS:
LINN COUNTY)

On this 10th day of November 2011, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Joe Stallman, to me personally known, who being by me duly sworn, did say that she is the President, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.

NOTARIAL SEAL IOWA
KARLA TISHER
Commission Number 177157
MY COMMISSION EXPIRES
12/9/12

Karla Tisher
Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS:
LINN COUNTY)

On this 10th day of November 2011, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Vicki Oakley, to me personally known, who being by me duly sworn, did say that she is the Secretary, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Secretary as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.

NOTARIAL SEAL IOWA
KARLA TISHER
Commission Number 177157
MY COMMISSION EXPIRES
12/9/12

Karla Tisher
Notary Public in and for the State of Iowa.

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