

## **RULES & REGULATIONS**

### **WINDSOR VILLAGE PLAT 3 OWNERS ASSOCIATION**

#### **I. Breach of Covenants**

In the event of a breach of the Amended and Restated Declaration of Covenants, Conditions, Easements and Restrictions for Windsor Village Plat 3, filed May 1, 2017, at Book 16460, Page 673, as amended, (hereinafter, the “Covenants”) the Board of Directors of the Association, or their agent, is empowered to do the following:

1. Provide written notice of such violation or breach to the Owner of the Lot (the “Notice of Breach”).
2. If such violation or breach is not cured within 10 days of the date of the Notice of Breach, the Board of Directors may do any of the following:
  - a. Enter upon the Lot to perform acts necessary to cure the breach at the Owner’s expense; or
  - b. Impose a fine for the breach (including collection of costs plus interest and attorney fees) and file a lien against the Lot; or
  - c. Exercise any and all other rights and remedies available at law or in equity.

The following Fine Schedule may be imposed against an Owner in the event of a breach, in addition to assessment of collection costs, interest and attorney fees:

Violation or breach that constitutes a Minor Breach<sup>1</sup>:

1. First Offense \$100 fine.
2. Second Offense \$150 fine.
3. Each additional Offense thereafter, \$200 fine.

Violation or breach that constitutes a Severe Breach<sup>1</sup>:

1. First Offense \$200 fine
2. Second Offense \$500 fine
3. Each additional Offense thereafter, \$750 fine.

The distinction between a Minor Breach and a Severe Breach will be determined by a majority vote of the Board of Directors of the Association.

#### **II. Visitor Parking**

Visitor parking stalls are designated for short-term use **only** (24 hours or less). Any vehicle parked in visitor parking must be a drivable vehicle. Anything that is not

drivable, or anything that is not a vehicle, **is subject to towing at the owner's expense.**

Visitor Parking spaces are intended for Visitor parking only, These parking space are **not** intended for Owners and Tenants to use them as their personal parking spaces.

### **III. Snow Events**

The association removes snow over 2 inches from the event. Allow up to 24 hours after the snow has stopped for removal to begin. Ice will be reviewed on a case-by-case basis based on the weather event and future weather forecasts before ice melt will be applied.

### **IV. Parking During Snow Events**

To allow for prompt and complete snow removal, all homeowners/tenants need to park vehicles inside their garage or in driveway during snow events. Anyone parked in visitor spots during a snow event as stated on the posted signs or parked on the street, **will be towed at owners expense.** If you park in your driveway, please park as close to the grass as possible. This ensures the snow contractor can properly clear your neighbor's side of the shared drive. Please note that if a vehicle is parked in the driveway during snow removal, **the contractor will not return later to clear that portion of the drive.**

### **V. Stoops, Steps & Walkway Responsibility**

Stoops, steps, and walkway areas leading up to the home will be cleared **ONLY** if all personal items have been removed so not to impede snow removal. It will be the responsibility of the Owner/Tenant to remove snow if items are not removed.

### **VI. Solar Panels**

Solar Panels are not permitted to be installed upon any Unit or other Improvements (as identified in the Covenants) within the Plat.

### **VII. Fireworks**

Any sale, use, transfer, discharge, ignition, or explosion of any fireworks as defined by Iowa Code Section 727.2(1) within any Lot or Common Element is prohibited. Any violation of this section is a Severe Breach subject to the Fine Schedule as shown within these Rules & Regulations.

## **VIII. Animal Excrement Pickup**

Owners must remove animal excrement daily from any Lot or Common Element. For the avoidance of doubt, “daily” shall mean not later than 11:59pm CST of the day the animal excrement appeared. Any violation of this section is a Minor Breach subject to the Fine Schedule as shown within these Rules & Regulations.

## **IX. Pre-Approval of Rental Agreements**

In the event an Owner desires to rent out their Unit, the Owner must first provide their proposed rental agreement (hereinafter, the “Proposed Lease”) to the Association Property Manager for pre-approval via email to [jeffhorner@pmbydesign.com](mailto:jeffhorner@pmbydesign.com); subject line: “Proposed Lease.” The Property Manager will review the Proposed Lease and respond to the Owner approving or denying the Proposed Lease within ten (10) business days of receipt. Short-Term renting of a Unit through Vrbo, AirBnB, or similar arrangement is expressly prohibited. Any violation of this section is a Severe Breach subject to the Fine Schedule as shown within these Rules & Regulations.

## **X. Association Annual Meeting**

Homeowners are either required to attend the association’s annual meeting and/or provide a Proxy. If a homeowner does not either attend the annual meeting or provide a Proxy a \$100 fine will be assessed to the homeowner.