

The Villas at Orchard Hills

Rules & Regulations of the Villas at Orchard Hills

Norwalk, Iowa

July 2010

Authority

The Board of Directors of the Villas at Orchard Hills Homes Association under the authority of the By-Laws of the Association as may be amended from time to time promulgates these rules and regulations. Accordingly, these rules and regulations impose judicially enforceable legal obligations on all unit owners, renters, occupants, and their visitors, guests, tradesmen and agents. Resident unit owners and renters are responsible for communicating all the governing covenants contained in the By-Laws, as well as the Rules and Regulations as may be published from time to time by the Association, and are chargeable with any breach thereof by their lessees.

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I. General Rules for Units & Common Areas

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- A. No unit shall be used for any purpose other than a private residence except as provided for by the Declaration and the By-Laws.
- B. No unlawful use shall be made of any unit and each unit owner, tenant, occupant, and/or invitee shall comply with all governmental laws, ordinances, and regulations.
- C. No activity shall be allowed on the common elements, nor shall anything be done either willfully or negligently which may be or become an annoyance or nuisance to the occupants of other units.
- D. Owners or occupants shall exercise extreme care to avoid making or permitting to make any loud or objectionable noises, or in using or permitting the use of any radio, phonograph, television, musical instrument, amplifier or any other device in such a manner as may disturb any other resident. Please call the City of Norwalk Police Department to report disturbances.
- E. No unit occupant shall permit anything to be done or kept within any unit or upon the common elements which would result in an increase of any insurance premiums, cancellation of any insurance coverage or in any other way adversely affect the Association.
- F. Nothing shall be done in or upon any building/unit or common elements such as structural modifications, alterations, or improvements which may impair the structural integrity of any unit or common element, or change the appearance of any building/unit or common element.
- G. No occupant shall impair any access to any easements or right-of-ways provided for the common use without the prior written approval of the Board of Directors.
- H. No exterior radio, television, electronic antennae, aerials, wiring of any type, (excluding satellite dishes and coaxial cable as per section VIII of these Rules and Regulations) nor any machine, device or any appliance shall be erected, maintained or operated upon any unit or on any portion of the Common Elements at any time.
- I. No exterior loud speakers shall be installed or used at any time on the exterior of any unit or the common elements.
- J. No clothes poles or lines shall be installed or maintained at any time upon common or limited common elements.
- K. No unit owner or occupant shall build, place or maintain any structure, matter or object on the common elements without the prior written consent of the Board of Directors. No unit owner or occupant shall paint or otherwise decorate an exterior portion of any unit/building.

- L. No commercial signs shall be placed on any portion of any unit or common elements. Real Estate "For Sale" signs may only be displayed in front of the unit for sale. On the day of the event ONE "Open House" sign at the community's entrances and ONE "Open House" sign at the entrance to the homeowner's street may be displayed. All signs are to be free standing and shall not cause any damage to Common Elements. Signs may NOT BE ATTACHED to any structure(s). The Association will remove signs that remain displayed beyond these times. The Association bears no responsibility for signs removed.
- M. No unit owner or occupant shall chop, cut, or burn any material or debris on the common elements. Littering, defacing or destruction of the common property is strictly prohibited. This includes graffiti on roadways, buildings, and any other portions of the common elements and any damage caused by bicycles, motorcycles, and mopeds or by any other means.
- N. No flammable, combustible or explosive substances including but not limited to gasoline may be kept in any unit or garage except for customary household use. No such material may be stored on any portion of the common elements at any time.
- O. No resident shall do, or permit to be done; any act which threatens the safety of any person, unit, or the common elements.
- P. The Common Elements and common areas shall be used only for the furnishing and services and facilities for which they are reasonably intended.
- Q. No unit owner or occupant shall place or permit to remain any obstruction on any walkway, roadway, driveway, parking lot or any other portion of the common elements.
- R. No toys, tents, bicycles, wagons, baby carriages, mini pools, or other household items may be left unattended or overnight on the Common Elements and patios.
- S. Units may have gas or fire-charcoal barbecue grills, but must follow the Iowa State Uniform Fire Code regulations and the grills must be kept a minimum of 5 feet away from a housing unit while lit or while it contains hot charcoals. Any damage created by the use of a grill will be repaired by the Association and billed to the responsible party.
- T. The only window/door covering permitted to be used shall be shades, blinds, draperies, curtains or shutters of the type/kind customarily used for such purposes. No other window/door coverings such as bed sheets, towels, newspapers, etc. are permitted on a permanent basis.
- U. No sheets, towels, bedspreads, area rugs, clothing, or other household item shall be placed on the Limited Common Elements (e.g. railings and cement dividing walls).
- V. No one may deface or damage trees, bushes, flowers, signs, mailboxes, utility boxes and/other items that are in the Common Elements.
- W. Parents are responsible for ensuring that their children do not violate this, as well as all other rules.
- X. Garage doors are not to be left open for extended periods of time and especially not over night.

- Y. Fireworks, except for sparklers and snakes, are not permitted anywhere within The Villas at Orchard Hills. The Association will enforce strict adherence to this rule as it creates a real fire hazard to the community. It is the owner's or resident's responsibility to pickup all sparkler wire and unused sparklers when finished using them. According to Iowa Fireworks Law (Law Number: Health Safety, and Welfare Code of Iowa, Section 727.2), the following applies:
1. **Specifically Permitted:** Gold sparklers containing no magnesium, chlorate or perchlorate, flitter sparklers, and snakes containing no mercury.
 2. **Specifically Prohibited:** Firecrackers, torpedoes, skyrockets, roman candles, and daygo bombs.
 3. **Enforcing Authority**
Iowa State Fire Marshal
Division of State Fire Marshal
215 E. 7th Street
Des Moines, Iowa 50319-0001
515-281-5821
- Z. The speed limit within the Villas is 10 mph and only licensed drivers may operate motorized vehicles, such as mopeds, upon all roadways intended for such use after having been registered with the Iowa Dept. of Motor Vehicles.

II. Plantings

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- A. No planting of any kind is permitted in/on the Limited Common Elements and the Common Elements.
- B. Any owner or occupant may install flower planters and flower pots on any patio area designated as a Limited Common Element relating to that owner's Unit so long as the owner or occupant properly maintains such planters and pots.
- C. Planters or pots installed on any patio designated as a Limited Common Element may be filled with flowers, ornamental bushes or vegetables at the discretion of the owner or occupant.
- D. If any plant causes damage to the shrubbery/flowers, etc. planted by the Association, the homeowner will be responsible for all costs associated with fixing the situation.
- E. All dead plants planted by the owner or occupant must be removed or replaced promptly.
- F. No fences, stone edges, decorative borders or other objects will be permitted in or about the Limited Common Elements or the Common Elements unless the Association has placed them there or with the expressed written prior approval from the Board.
- F. No one is permitted to remove sod or expand the existing beds.

III. Decorations

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- A. Holiday, special occasion, and other decorations may not be displayed in or about the Common Elements except up to four (4) feet from any side of an individual unit that is adjacent to another unit. When installing lighting or decorations, no permanent marks (fixtures, holes, clips, etc.) may be made to the siding, gutters or down spouts. Any display deemed inappropriate by the Board of Directors must be removed immediately.
- B. Holiday decorations may be displayed in or about the Limited Common Elements up to four (4) weeks prior to the holiday date and four (4) weeks following that holiday's date. All clips and holders must be removed when the decoration is removed.
- C. Special occasion decorations (e.g., balloons, welcome home or new baby signs, and direction signs) must be removed no later than 48 hours after the decorations are displayed.
- D. Homeowners/residents may display one temporary flag (for holiday use) at a time as long as it does not exceed 3 x 5 feet in size. The flag pole holder may be attached to the wood door jam. Any cost due to damage done by improper placement or causing any warranty to be voided will be the responsibility of the homeowner.

IV. Sale or Lease of Unit

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Each unit owner shall notify the Villas at Orchard Hills property manager at

**Sue Clark Real Estate Services
P.O. Box 71637
1820 NW 118th St. Ste 110
Des Moines, Iowa 50325
(Office) 222-3191
(Fax) 222-3187
E-mail: seclark@ccim.net**

in writing of his/her intent to sell or lease or rent a unit no later than 30 days before the closing, leasing or renting of the unit. Such notice from any seller/lessor/renter shall provide the name of the purchaser(s), lessee(s), the name and address of the attorney for the purchaser, the anticipated closing date and a copy of the lease if it is a rental.

- A. All leases must be in writing and must be for a period of not less than six (6) months in duration. All renewals or extensions of existing leases must also be in writing and must be for not less than six (6) months in duration.
- B. No portion of a unit (other than the entire unit) may be rented and no subleasing is permitted at any time. No transient tenants may be accommodated at any time.
- C. All leases must be made subject to the Villas By-Laws and Rules and Regulations of the Association.
- D. The maximum number of occupants whether a lease or sale shall comply with the ordinances of the City of Norwalk.
- E. All tenants must abide by the Rules and Regulations of the Association.
- F. When units are leased, the Lease must include a copy of the By-Laws and the Rules and Regulations of the Association; and must include a clause limiting the number of vehicles per unit to two (2) per single garage unit and four (4) per double garage unit.
- G. Owners assume all liability associated with the placement of signs, including those placed by Realtors, which cause damage to the irrigation system.

V. Pets

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- A. No livestock, poultry, reptiles, including snakes, lizards, rodents, mice, rats, or vermin of any kind shall be raised, bred, or kept in any unit or upon common elements.
- B. No Pit Bull or Rottweiler dogs are permitted, but other dogs, cats or other domesticated household pets are permitted, and are not to exceed two (2) in the aggregate per unit.
- C. Overall weight limits for pets are as follows:
 - 1 dog or 1 cat not to exceed 50 lbs, or
 - 2 cats not to exceed 50 lbs. total weight, or
 - 2 dogs not to exceed 50 lbs. total weight, or
 - 1 dog and 1 cat not to exceed 50 lbs. total weight.
- D. Permitted pets may not be kept, bred or maintained for any commercial purpose.
- E. Pet owners are responsible for any damage done by any pets including dragging chains, digging, or scratching or chewing, including, but not limited to, any such damage done to the lawns and/or landscaping.
- F. Pet owners are responsible for all actions of their pets, including noise, or inappropriate behavior of their pets on Limited and Common Elements.
- G. Pet owners are responsible for cleaning up the animal waste of each pet regardless of weather conditions and snow coverage.
- H. No dogs are permitted to remain unattended on any Limited or Common Element.
- I. All pets must be housed within the units. No cages for house pets are to be kept or maintained in the garages attached to a unit, and no outside dog/cat cages, runs, tethers or any other manner of securing such an animal are not permitted at any time.
- J. No pet shall be permitted to run free at any time, and all dogs must be on a leash when using the common elements.
- K. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal on one or more, but not all, Units when special circumstances are present. An example is the need for a seeing eye dog.
- L. Notwithstanding the foregoing, The Board of Directors, in its sole discretion, may require that any pet be removed from the property if they determine that the pet has become a nuisance.

VI. Trash & Recycling

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- A. Trash and recycled material must be placed in the containers provided by the City of Norwalk.
- B. The trash container(s) should be placed outside each unit in the driveway the night before, or the morning of, a scheduled pick-up. Empted containers are not to be left out in the driveway or street. They are to be placed back in garages or on patios no later than the evening of the day following pickup.
- C. It is the resident's responsibility to pick up any papers, debris, etc. lying around his/her unit after the trash has been collected. Garbage, debris, papers, etc. on any of the common areas is strictly prohibited and in violation of the By-Laws and Rules and Regulations of the Association.
- D. Please follow the schedule for recycling collection provided to all residents by the City of Norwalk.

VII. Parking

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- A. No personal property of any kind whatsoever, including but not limited to, recreational vehicles, boats, campers, cabs, trailers, snowmobiles, bicycles, tricycles, motorcycles, or commercial vehicles, shall be kept in or on any Common Elements or limited common elements (including but not limited to all drive ways and streets) except as described below.
1. Recreational vehicles may be parked in garages or driveways for up to a maximum of twenty-four (24) hours.
 2. No personal property of any kind whatsoever of the type described in item A above shall be stored inside a garage unless the particular garage used for such storage is still used for the storage of the appropriate number of automobiles (i.e. one automobile in a one-car garage and two automobiles in a two-car garage). Garages are not to be used for storage such that it requires automobiles that would otherwise be parked in the garage to be parked in the driveway or other parking areas of the Regime.
- B. No inoperative vehicle, disassembled, nor other vehicle on which current registration plates are not displayed, shall be kept upon any Common Elements including driveways for more than 24 hours. Any such vehicle parked more than 24 hours shall be considered abandoned and will be towed at the owner's expense without prior notice to the owner.
- C. No maintenance of vehicles (i.e. oil changes, mechanical repairs, etc.) is permitted on any of the Common Elements or limited common elements including driveways.
- D. No vehicle shall be parked anywhere within The Villas at Orchard Hills complex with "For Sale" displayed on it.
- E. Owners and residents are **prohibited from parking on the streets, sidewalks, and sodded** areas within The Villas at Orchard Hills complex.
- F. Subject to the provisions of items A through E above, owners and residents are **allowed to park in the visitor/guest parking** areas within The Villas at Orchard Hills Complex.
- G. Owners and residents are obligated to inform their guests, agents and invites to park in the owner's driveway first, visitor/guest parking areas second, and lastly the street as necessary for temporary parking, but not more than 6 hours. Parking in the street overnight is prohibited. If any guest(s) will be staying longer than six hours or staying overnight, they will be considered a resident and are prohibited from parking in the street.**
- H. When guests do park their vehicles on the street, they are to park only on one side of the street (the first one decides which side) and are not to obstruct the driveways or access to the driveways of others.
- I. Driving or parking on sidewalks, yards or any sodded area is prohibited.

VIII. Satellite Dish & Coaxial Cable Installs

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According to page 9 of the Declaration – Item 5.G. – Apartment Exterior. *“No owner shall paint, decorate or adorn the outside of his apartment nor shall he install outside of his apartment any canopy, awning, outside radio or television antenna, satellite dish or other equipment without the prior written permission of the Board of Directors, which permission may be withheld in the sole discretion of the Board.”*

According to FCC Legislation that took place in October of 1996, the restriction of satellite dishes by an owners Association is prohibited. However, the Association is not prohibited from establishing rules and regulations regarding the installation of satellite dishes. The Villas at Orchard Hills Homeowners Association has listed below the procedures that **must** be followed prior to the installation of **any** satellite dish:

- A. A written request, including installation plans, must be submitted to the Villas at Orchard Hills Homeowners Association c/o Sue Clark at Sue Clark Real Estate Services – P. O. Box 71637 - Des Moines, IA 50325-1637.
- B. A deposit in the amount of **\$300.00** is to be paid to the Association **prior** to installation. The deposit will be returned when the service is terminated and any damage as a result of the installation is repaired at owner’s cost.
- C. Dishes cannot exceed 32” in diameter and the color must blend with the buildings.
- D. Installation must be done professionally. Professionally meaning one whose primary business is in the installation and/or service of satellite dishes and coaxial cable.
- E. Coaxial cable installs must be consistent with existing installations.
- F. Installation cannot encroach upon adjacent units.
- G. If damages occur to the building, roof or other part of the exterior or interior of the structure as a result of the installation, repairs will be the responsibility of the owner. Repairs to the unit must meet Board approval.
- H. Neither the property manager nor the The Board of the Association will incur any cost connected with the installation, maintenance or replacement of a dish, including, but not limited to legal expenses incurred in enforcement of this regulation.

IX. Enforcement of Violations

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Each Unit Owner, occupant, tenant or guest shall use the Unit and the Common Elements only in compliance with the provisions of the Act, the Declaration, the Articles and By-Laws, all as lawfully amended from time to time, and with the decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act. Failure to pay a levied fine may result in a judgment being obtained against the titleholder.

Non-parking Violations

- A. A letter of notice shall be sent to inform the unit owner of a violation or violations. This letter will state the time frame the owner has to correct the violation(s).
- B. If the first letter is ignored, a second letter will be sent pertaining to the violation(s). This letter will reference the first letter and will state the time frame the owner has to correct the violation(s) without being fined.
- C. If the second letter is ignored, a third letter will be sent pertaining to the violation(s) and a **\$25.00** fine will be imposed and it shall become immediately due and payable, but not later than the next month's regular assessment due date.
- D. If non-compliance continues, the violation(s) will result in further fines (the amount of which may be increased by a vote of the Board of Directors).

Parking Violations

- E. **First Parking Violation** – A letter of notice shall be sent to inform the unit owner of the first parking violation as a reminder of the rules and regulations stating the additional fines that will be imposed.
- F. **Second Parking Violation** – A second letter will be sent to inform the unit owner of the second parking violation and a **\$25.00** fine will be imposed. It shall become immediately due and payable, but not later than the next month's regular assessment due date.
- G. **Third Parking Violation** – A third letter will be sent to inform the unit owner of the third parking violation and a **\$50.00** fine will be imposed. It shall become immediately due and payable, but not later than the next month's regular assessment due date.
- H. **If non-compliance of the parking rules continues, the violation(s) will result in a \$100 fine and will result in the non-compliant vehicle being towed at the owner's expense without prior notice to the owner.**

X. Payment of Common Fees & Fines

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- A. All unit owners are required to pay the monthly Association fee on the first day of each month in advance. However, the Association grants a fifteen (15) day grace period during which time fees are considered received on time. This grace period commences on the first day of each month and runs through the fifteenth day of each month. If payments are mailed, any payment, which is received after the 15th of the month, can be considered late. Any fee, which is not received by the 15th of any month, shall be subject to a late fee of **\$25.00**.
- B. Fines which are levied are due upon receipt of the notice of such fines, but not later than the next month's regular assessment due date.
- C. Any fee or fine which remains due and owing for a period of sixty (60) days from the first day of the month shall be considered delinquent and subject to the Resolution Regarding Collection of Delinquent Assessments which provides for the preparation and filing of a Lien against a unit. Any such lien will include the acceleration of the remainder of the year's assessment, attorney's fees, late fees, and interest at the maximum allowable rate.
- D. If the Association has two or more checks returned from any owner in a fiscal year, The Board may require all future payments be made by certified check or money order for the remainder of the fiscal year. Any fees imposed by the bank for any returned check will be charged to the unit owner's account.