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Chad Airhart, Recorder
Dallas County IOWA



Prepared by and Return to:

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Jordan Creek Condominiums Owners Association, Inc.
formally known as: Bella South Condominiums
(An Iowa Non-Profit Corporation)

Originally recorded on July 9, 2013 in Dallas County, Iowa, Book 2013, Page 12739

JORDAN CREEK CONDOMINIUMS OWNERS ASSOCIATION, INC

**POLICY RESOLUTION
FOR RULES AND REGULATIONS**

The following Rules and Regulations were approved and adopted by the Declarant and Board of Directors on June 9, 2015 which is to replace the current Rules and Regulations adopted by the Board of Directors on March 4, 2013, originally recorded with the Fifth Amendment now on file with the Dallas County Recorder for the Association.

WHEREAS, the Declarant and Board of Directors wishes to establish standards for the operation and governance of the Association that serve as guiding principles for both volunteer leaders and members of the Association; and

NOW, THEREFORE, IT IS HEREBY RESOLVED THAT the Declarant and Board of Directors has determined that it is in the best interest of the Association to enact a policy for Rules and Regulations and adopt the following policies, are hereby recording such notice:

JORDAN CREEK CONDOMINIUMS OWNERS ASSOCIATION
RULES AND REGULATIONS as AMENDED
ADOPTED ON JANUARY 20, 2015

APPROVED BY DECLARANT AND BOARD OF DIRECTORS
***AMENDED ON JUNE 9, 2015**

***REFERENCE PERTAINING TO THE CURRENT ASSOCIATION DOCUMENTS
RECORDED ON FILE:***

***DECLARATION OF SUBMISSION OF PROPERTY REGIME-
FIRST AMENDMENT DATED 1/22/2010 and BYLAWS REINSTATED AND AMENDED 7/9/13***

GENERAL RULES:

1. Units are to be used for single family dwellings only. No residential unit shall be used to operate a business or for commercial use. (Section 1-12.a.)
2. All guests must be accompanied by a homeowner while on property.
3. Unit owners are personally responsible and liable for any damages to the buildings, lighting, or equipment, caused by any homeowner and/or their guests. (Section 1-15.e)(Section 1-28.h)
4. Homeowners shall not allow any guest or invitee to enter the building unescorted.
5. No Unit owner/renter/guest(s) shall do anything or keep anything in or on the property which would be in violation of any statute, rule, ordinance, regulation, permit, or other requirement of any governmental body. (Section 1-28-b)
6. Personal property shall not be left or stored in the common area at any time. One doormat and one decorative hanger (wreath and/or door knob) allowed in hallways. NO OTHER OBSTRUCTIONS WILL BE ALLOWED, i.e. shoes or boots, plants, trash, decorative stands, bicycles, or child toys.
7. For the safety off all unit owners and guests, driving speed on property shall not exceed ten (10) miles per hour.
8. Discarding of tobacco products (including cigarette butts) in common areas of the buildings (hallways, elevators, parking lot, and common grass areas) is strictly prohibited.
9. Smoking in the common front entries/hallways is strictly prohibited.
10. FOR SALE signs will not be allowed in the common areas. Only one (1) FOR SALE sign will be allowed to be placed in your patio landscaping or secured to your balcony.
11. All maintenance requests must be submitted to management/board immediately upon discovery.
12. The Noise Nuisance is a protective right. In order for everyone to enjoy peaceful and quiet enjoyment of the Property and their dwelling units, vacuuming, radios, recording machines, sound systems, computers, televisions, are to be turned down to a minimum volume between the hours of 10:00 PM and 8:00AM. Unnecessary noise, loud conversations, and disturbances from unit owners/renters/guests in the common areas will not be allowed at any time.
13. No sound shall be emitted from any part of the property that is unreasonably loud or annoying. (Section 1-28-c)
14. No noxious, offensive, hazardous, or annoying activities shall be carried on upon any part of the Association property, nor shall anything be done or placed on or in any part of the property that is or may become a nuisance or cause embarrassment, disturbance, or annoyance to others. (Section 1-28.c)

15. No activity shall be conducted on any part of the property and no improvements shall be made or constructed on any part of the property that are or might be unsafe or hazardous to any person or property. (Section 1-28.c.)
16. No odor shall be emitted from any part of the property that is noxious or offensive to others. (Section 1-28.c.)
17. No light shall be emitted from any part of the property that is unreasonably bright, causes unreasonable glare, or flashes in an annoying or obtrusive manner. (Section 1-28.c.)
18. Noise from vehicles such as horns, stereo systems, mufflers, motors, and/or alarm systems will not be tolerated on property at any time.
19. Pest control issues at individual units, will be at the unit owner's expense. Major common area pest control issues may be presented before the board, and reviewed at their discretion.

ASSOCIATION DUES PAYMENTS/ ASSESSMENTS:

1. All association dues payments are due on the first day of each month.
2. A late fee of \$35 will be assessed if monthly dues are not received by the 15th of each month.
3. If your association dues is in the arrears of 60 days, your account will be turned over to an Attorney for collection with all attorney fees and costs being at the expense of the homeowner.

ARCHITECTURAL CONTROL AND MAINTENANCE:

1. All visible exterior draperies and blinds shall be white or wood stain in color. No hanging of blankets or sheets in exterior windows or doors shall be allowed. (Section 1-28.d)
2. Unit owners are responsible for cleaning and maintaining all front entry doors, patio doors and screens, all window units and screens exclusively to individuals units.
3. Unit owners are responsible for the maintenance of the exterior lighting to their unit.
4. Only patio furniture, gas grills, and potted plants are allowed on decks/patios. Unit owners shall keep balcony and patios clean at all times.
5. Unit owners must place gas grills away from building while in use or hot to touch. Damage caused to siding by grills, will be replaced at the unit owner's expense.
6. No charcoal grills, oil fryers, smokers, fire pits or open flame devices are allowed on the property, in any circumstances or any areas on the property. (City Fire Code)
7. No digging and planting on the grounds by a unit owner is permitted, unless approved in writing by the Board of Directors.
8. Flowers and plants are limited to pots on patios/balcony floors and may not be attached to the balcony railing. Hanging baskets from decks are not allowed. No exterior decorations may be attached to the exterior/siding of the units.
9. Decorations/ lighting may be temporarily attached to eaves or balconies, as not to cause damage or penetration to the siding or brick. Damage caused to exterior of building will be the financial responsibility of the unit owner. (Section 1-28.d.)
10. No satellite dishes or antennas are allowed to be attached to the units and shall be connected to the appropriate dish located on the roof of each building. (Section 1-11.a./Section 1-13.c)
11. Unit owners are financially responsible for the maintenance of their personal cable or satellite dish services.
12. Unit owners with cable/internet/dish issues must have the service care providers needing access to the data room, call the emergency number for the management company to receive door code.

GARAGES: (Section 1-13.b)

1. Homeowners shall use only the garage space which is allocated to their respective units.
2. Homeowners are prohibited from using storing, or operating any of the following items in the garages: a.) Flammable materials and liquids, b.) Combustible materials, c.) Materials identified with hazardous labels, d.) Compressed gases e.) Refrigerators or Freezers.

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3. Garage doors shall be kept closed when garages are not in use, for owner's safety.
4. Garage doors and mechanicals (including door opener) are responsibility of the homeowner and must be kept in working order at all times.
5. Repairs to garage doors and/or Frames shall be repaired and assessed to respective homeowners as necessary.
6. No repairs or maintenance of vehicles are allowed in the garages or in the common areas.
(Section 1-28-j.)

PARKING: (Section 28-j)

1. Parking is unreserved and permitted only in parking spaces only.
2. Any abandoned, disabled, or non-operative vehicle on property will be towed at owner's expense.
3. Vehicles shall not obstruct the garages, driveways of others, or obstruct a fire lane.
4. No parking (including temporary) shall be allowed in the curb striped zones.
5. No trailer, camper, mobile home, commercial vehicle, truck, (other than standard size pick up or van), boat or similar equipment shall be permitted to remain upon any area with the project at any time unless work related as contracted by the association. Commercial vehicles & trucks owned by homeowners must be parked in garages. Vehicles displaying a business name or advertising, other than the customary indication of the manufacturer and/or dealer of the vehicle, shall be deemed to be commercial vehicles.
6. Handicap permits only, are authorized to park in the Handicap Parking area, all unauthorized vehicles will receive a \$200.00 fine per occurrence, and may have vehicle towed.

PETS: (Section 1-28.e.)

1. An owner may have 2 pets (dogs or cats only) with the weight limit of 25 lbs. at full growth. All other animals are prohibited.
2. Pets shall be leashed at all times when they are outside their owners unit. (City of WDM code)
3. No pets will be allowed to be tied or chained to balconies, patios, or other parts of the common areas. No permanent pet fencing will be allowed on the inside of the balcony/deck/patios.
4. Pets shall be restrained from urinating or defecating on other homeowner's property/landscaping surrounding the patio areas. This includes the balconies, decks, and patios of each unit.
5. Those homeowners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other homeowners.
6. Pet waste stations are available on the grounds. Please use them appropriately.
7. Pet owners shall be responsible for cleaning up after their pets, whenever their pets are outside their owner's unit. **Failure to promptly clean up after a pet will subject the pet's owner to a fine of \$50.00 and any costs associated with the clean-up for this rule.**
8. All pets must meet the required licensing and vaccinations as required by the City of West Des Moines.

TRASH/DUMPSTER and COMMON AREAS:

1. Trash/dumpster areas are to left in orderly condition. All bags are to be tightly secured.
2. Do not toss trash over the gates into dumpster areas. Close doors and latch on gates in dumpster areas.
3. Disposal of household items such as appliances, furniture, large items, tires, etc. are not to be left in trash/dumpster areas.
4. Trash is not to be left in the common hallways or on patios/decks. Trash must be immediately placed in the dumpster receptacle only, as provided.
5. Household trash is not to be placed in outside seating area containers.
6. NO LIVE CHRISTMAS TREES ARE ALLOWED ON PROPERTY. Disposal of any tree in dumpster area is prohibited.

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HOMEOWNERS/SPECIAL MEETINGS:

1. All Unit owners holding title deed for their unit are allowed to attend any meetings. (Iowa Law)
2. No renters shall attend any meeting called, to represent an absent unit owner.

RENTAL/LEASE OF UNIT REQUIREMENTS: (Section 1-28.i)

***ADDITIONAL RENTAL REQUIREMENTS: SEE CURRENT ADDENDUM FILED**

1. No more than 30 percent of the total units are allowed to be rented at any one time. Any unit owner wishing to rent their unit, must first obtain written permission from the Board of Directors 7 (seven) days BEFORE leasing their unit. You may submit your written request to the management office. A letter shall be sent from the Board of Directors regarding the acceptance or denial of the request as stated in the Covenants. Violation to this rental rule will be subject to a one time fine of \$1000. Additional fines may apply.
2. Rentals are allowed for residential use only.
3. Leases shall have a term of no less than 6 months without board approval. All leases must be in writing. (Section 1-11.a.)
4. All rentals/leases must include the garage assigned to the unit.
5. All rental units must carry renters insurance for their personal property.
6. A copy of the Rules and Regulations must be given to the renter.
7. Unit owners must have a current rental certificate as required by the City of West Des Moines and submit a copy to Management Company along with copy of rental agreement, proof of rental insurance, and rental information form. Unit owner must keep all documents current and on file with the association.
8. Unit owner accepts responsibility for all actions from renters in violation of the Covenants and Rules and Regulations.
9. For further requirements, please refer to the Addendum to Rules and Regulations for Rental of Units: Rental Unit Requirements. ***Amended 6/9/2015**

Distribution of Rules and Regulations are considered notice to homeowners regarding violations. (*amended 6/9/15)

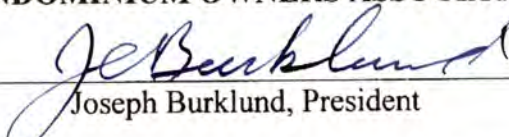
If a homeowner violate the Covenants, Bylaws or Rules and Regulation;

- a.) homeowners shall be assessed \$50.00 for first act of any violation
- b.) homeowners shall be assessed \$100.00 for second act of any violation
- c.) all violations for subsequent violations will be assessed \$200.00 thereafter
- d.) All fines for violations shall be assessed to the homeowner and payable within 15 days of notice. A late fee of \$35 will be assessed monthly if not paid in full.

All disputes between unit owners or regarding individual fines, shall be heard at the next regular scheduled board meeting after submitted written rebuttal notice from unit owner has been received in management office. Determination by Board of Directors shall be final and binding.

I hereby state by my signature, being the President of the Association, the Declarant and Board of Directors of Jordan Creek Condominium Owners Association has adopted such policy and shall remain in effect unless amended by the Board of Directors of the association.

JORDAN CREEK CONDOMINIUM OWNERS ASSOCIATION, INC.



Joseph Burklund, President

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STATE OF IOWA)
) SS:
COUNTY OF POLK)

On this 17th day of July, 2015, before me, a Notary Public in and for the State of Iowa, personally appeared **Joseph Burklund**, to me personally known who, being by me duly sworn, did say that that person is **President** of said corporation, that said instrument was signed and sealed on behalf of said corporation by its Board of Directors, and that the said **Joseph Burklund** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



Juliatt Shipman
Notary Public of the State of Iowa

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