

Recorded: 6/18/2025 at 8:39:49.0 AM
County Recording Fee: \$52.00
Iowa E-Filing Fee: \$3.97
Combined Fee: \$55.97
Revenue Tax: \$0.00
Polk County, Iowa
Julie M. Haggerty RECORDER
Number: 202500034973
BK: 20175 PG: 905

Prepared by and Return to:

Jeff Horner, Property Management by Design, PO Box #1265, Ankeny, IA 5001, 515-304-7242

Amended Covenants recorded on June 9, 2025, in Polk County, Iowa, Book 17189, Page 456

ADAM RIDGE ROWHOMES OWNERS ASSOCIATION, INC.

POLICY RESOLUTION

RULES AND REGULATIONS

ADAM RIDGE ROWHOMES OWNERS ASSOCIATION, INC., a non-profit corporation, for the purposes granted or implied by the Declaration of Covenants, Conditions, Easements, and Restrictions ("Declaration") to administer such changes as recorded upon the real property in the City of Des Moines, Polk County, Iowa.

This Policy Resolution for Rules and Regulations has been unanimously approved by the Board of Directors on June 1, 2025, and replaces any and all previously filed or stated Rules and Regulations.

WHEREAS, the Covenants of ADAM RIDGE ROWHOMES provide that the Board of Directors shall have the authority to adopt and establish Rules and Regulations for the Townhomes;

WHEREAS, the Board of Directors has determined that it is in the best interest of the Association and the Association's members to enact a policy for Rules and Regulations for the Townhomes;

WHEREAS, the 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 Board of Directors duly adopts the following policy:

The Rules and Regulations are in addition to the Declaration, Covenants, and Bylaws. All Rules and Regulations are enforceable. (ARTICLE 12-U and V)

SECTION 1

TRANSFER TITLE/SALE OF UNITS: (Article 4-G)

1. Any transfers, conveyances, leases, mortgages, or assignments of real estate are required to have an executed written document certifying that all liens are satisfied, discharged, or released, commonly referred to as "Certification of Paid Dues and Assessments," signed and notarized by a member of the Board of Directors or any agent authorized by the Board of Directors. A fee may be charged for this document.

SECTION 2

ASSOCIATION MEMBER MEETINGS:

1. Annual Members Meeting is held yearly. Notice of meetings will be sent via first-class mail. Homeowners are encouraged to attend. Homeowners may submit a proxy if they are unable to attend the meeting. If an owner does not attend the annual meeting or submit a proxy form, a \$100 fine will be assessed to the unit.
2. All homeowners holding title to their unit are allowed to attend any Board of Director meetings.

SECTION 3

ASSOCIATION DUES AND ASSESSMENTS:

1. All association dues payments are due on the first day of each month.
2. Association dues payments not received by the 15th of each month will be assessed a \$25.00 late fee.
3. Assessment payments not received by the due date will be assessed a monthly \$25.00 late fee.
4. Association dues/assessments/fines remaining in arrears for 60 days will be turned over to an attorney for collection, with all attorney fees and any additional expenses incurred by the Association being charged to the homeowner in default. (Article 4-A)

SECTION 4

ASSOCIATION INSURANCE: (Article 7) (Article 12-S)

1. Per Covenants, the Association carries insurance covering structures and common property.
2. Homeowners must carry appropriate insurance coverage at all times on their unit as outlined in Covenants/Bylaws.

3. Rental units must remit a current copy of the renters' insurance ("certificate of insurance") to the Association or the Association's management company.

SECTION 5

GENERAL RULES:

1. Homeowner units are to be used for single-family dwellings only. (Article 12-E)
2. No unit (including rental units) shall be used to operate a business, Airbnb, daycare, boarding house, or for commercial use. (Article 12-E) (Article 13-B)
3. Homeowners are responsible for their guests, invitees, or visitors while on Association property.
4. Costs for any damages caused to the Association buildings and/or property grounds by homeowners, family, or their guests will be assessed to the homeowner. (Article 2-A) (Article 6-C)
5. Homeowners and their guests shall not discard items or litter upon the property.
6. A "FOR SALE" sign shall be displayed in the front landscaping of the unit only. No business or other types of signs will be allowed to be placed on Association property. (Article 13-A)

SECTION 6

HOMEOWNER MAINTENANCE RESPONSIBILITIES/CARE:

1. All maintenance issues regarding Association responsibility must be submitted in writing to the Property Management Company or the Association Board of Directors if a Property Management Company is not in place immediately upon discovery. Requests should be submitted as follows: (Article 6-C)
 - a. Via the online platform as designated by the Property Management Company or
 - b. Via email to the Property Management Company or
 - c. If a Property Management Company is not in place, an email shall be sent to a designated member of the Board of Directors.
2. Homeowners are responsible for the replacement and care of their heating, air conditioning, water heaters, and fire sprinkler systems in their units. Fire sprinkler systems for individual units are to be inspected yearly by the City of Johnston. (Article 6-A)
3. Any exterior work requires approval from the Board of Directors. All requests should be submitted following the guidelines stated in Section 6.1.
4. Any sewer backup issues that do not serve more than one unit are the sole responsibility of that unit.

5. Homeowners are responsible for cleaning and maintaining all garage doors and mechanisms, including all weather stripping around doors, front entry doors, patio doors and screens, and all windows and screens exclusively for individual units. (Article 6-A)
6. The association is responsible for replacing exterior light bulbs and will keep them working at all times. If a light bulb is out, owners should follow the guidelines stated in Section 6.1.
7. Storm doors are to be white with brushed nickel hardware.
8. Exterior front door paint color approved: Black (color code -)
9. Homeowners may install a peephole in their front doors.
10. Security doorbells are allowed.
11. Cleaning and maintenance of dryer vents will be done yearly by the association. Homeowners are responsible for the dryer vent hoses inside the unit and must keep them in safe working order.
12. Disabling any smoke detector inside units is strictly prohibited.
13. Homeowners are limited to only drapes, curtains, sheers, and shutters, or wood blinds that shall be lined so they appear white from the outside of the building. (Article 12-T)
14. Homeowners are responsible for the replacement and care of patios/decks, and shall keep them in good repair or replacement.
15. Pest control for interior issues at the homeowner's unit will be at the homeowner's expense. Major common area pest control issues may be presented before the board and reviewed at their discretion.

SECTION 7

TRASH/RECYCLING: (Article 12-K)

1. Trash and recycling containers must be stored in the garage.
2. Trash must be bagged before being placed in containers. Trash and recycling containers may be placed at the end of the lot driveway 12 hours before pickup day, and must be returned to the garage within 12 hours after pickup day. (Article 12-K)
3. Disposal of household items such as appliances, furniture, large items, tires, batteries, etc., is not to be done in association common areas or curbside. (Article 12-R)

SECTION 8

NUISANCE/NOISE: (Article 12-N)

1. The noise nuisance is a protective right. 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.

2. Noise from car horns, stereo systems, mufflers, motors, and/or alarm systems will not be tolerated at any time.
3. No odor shall be emitted from any part of the association property that is noxious or offensive to others.

SECTION 9

SAFETY/HAZZARDS:

1. Gas grills are approved to be used upon association property. Gas grills may not be used inside garages or left in parking areas.
2. Homeowners must place gas grills away from the building while in use or when hot to the touch. Damage caused to siding by grills will be replaced at the unit owner's expense.
3. Charcoal grills, oil fryers, smokers, fire pits, or commercial open flame devices will not be allowed upon the association property. City fire ordinances will be enforced.
4. Use and possession of fireworks of any kind is strictly prohibited on association property.

SECTION 10

PARKING RIGHTS: (Article 9)

1. No commercial vehicles will be allowed to park in driveways or on private association property. Commercial business vehicles, or vehicles advertising for a business, shall be identified as commercial vehicles. Variances can be approved by the Board of Directors for a maximum of 1 year in length and can be revoked at any time.
2. All vehicles are to be parked in the garage, as necessary; extra vehicles must be pulled as close as possible to the garage doors.
3. Parking is prohibited at all times on the north side of the association's private street.
4. No parking is allowed on the association's private street.
5. Overflow association parking areas are for guests only. Homeowner vehicles will be towed without notice at the owner's expense.
6. Visitors may use designated parking and shall not be allowed to occupy the same parking space for longer than 12 hours without being moved. Vehicles may be towed without notice.
7. Vehicles or personal property parked outside the buildings shall not obstruct the driveways, garages, or any private street lanes. (Article 9)

8. Homeowners and guests are prohibited from parking or driving on sidewalks or in common association areas.
9. No homeowner or guest shall use private drives, driveways, or extra parking spaces for parking or storage of the following: non-operative vehicles, snowmobiles, boats, water vessels, camping vehicles, trailers, commercial vehicles, semi-trucks or trailers, RVs, campers, off road/all-terrain vehicles, etc. (Article 9 and Article 12-F and Q)
10. Homeowner vehicles may be towed at any time without notice if a parking rule is violated. The association will not be liable for any expenses for towing, storage, or costs of towing vehicles.
11. Garage doors should be kept closed at all times except during times of entering, exiting, or cleaning for the safety of the Association. (Article 12-0)

SECTION 11

ARCHITECTURAL CONTROL/LANDSCAPING: (Article 11) (Article 12-P)

1. All association buildings and grounds are considered "common areas," and members are not allowed to make modifications or change the outward appearance of buildings and/or landscaping without the Board of Directors' written approval. All Units are to remain the same with architectural exterior surfaces as originally built. If an approved change is made, that change will be the responsibility of the homeowner. (Article 2-D)
2. No temporary or permanent structure, trailer, basement, tent, shack, garage, barn, or other building shall be used or erected upon any Lot. (Article 12-Q)
3. No boundary fences are allowed to be erected upon the association property. (Article 12-H)
4. No pools shall be erected or installed upon any Lot. (Article 12-I)
5. Homeowners shall not store bicycles, toys, or other personal property in locations open to public view. (Article 12-0)
6. No basketball hoops, soccer goals, baseball backstops, or any sporting equipment shall be constructed or kept on Lot.
7. Homeowners shall not obstruct sidewalks or driveways with personal items.
8. No gardens (vegetable or plantings) shall be planted in the common association property.
9. Damages caused by maintenance personnel/contracted lawn services will not be liable for damages to personal decorations, plants, pots, in landscaping areas, or in common areas.
10. Flag poles are not allowed to be attached to the buildings.
11. Exterior decorations and seasonal decorations are allowed as long as they do not pose a safety hazard. Seasonal decorations must be removed in a timely fashion.

SECTION 12

SATELLITE DISHES Article 12-G

1. Satellite dishes shall not be installed in such a manner as to cause damage to the roof or roofing materials. The homeowner shall be responsible for all damage caused by satellite dish installations.
2. Homeowner is responsible for all damages caused by the satellite dish or wiring.
3. The Association shall not be liable for any damages caused by or to the satellite dish or wiring.
4. Upon termination of satellite services or prior to the sale of the Unit, the satellite dish must be removed and repairs made to damaged surfaces.

SECTION 13

PETS: (Article 12-M)

1. Homeowners may keep dogs, cats, and birds as pets; no more than 2 pets, in any combination of dogs, cats, or birds, shall be permitted on any one Lot at any one time; and any such pet must weigh less than 50 pounds at any stage of growth.
2. All pets must be in compliance with the ordinances of the City of Des Moines and Polk County.
3. No exotic animals, livestock, or dangerous or vicious animals shall be kept upon association property.
4. Pets shall be on a leash at all times with the owner when in the common area of the association.
5. Pets are never to be left unattended outdoors at any time.
6. Pets may not be tethered to decks, to a tree/bush, or attached to any common area property at any time.
7. No pet stakes, chains, dog runs, or doghouses shall be permitted upon association property.
8. Homeowners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to others.
9. Any damage to the association common area or to a Unit caused by a pet will be the responsibility of the pet owner to repair/replace the damage caused.
10. Pet waste must be picked up immediately and disposed of properly.
11. Violations of pet rules are subject to a \$50.00 fine for each violation.

SECTION 14

SNOW REMOVAL:

1. Snow removal will be scheduled after 2 inches or more of snowfall occurs and after snowfall has stopped. This may include snow removal during night hours.
2. Snow removal from walkways and paths to front doors may be delayed until snowfall has stopped.
3. Ice storm conditions will be evaluated, and at the Board's direction, additional services may be deemed necessary.
4. Homeowners parking on the driveway surface should pull vehicles as close as possible to the garage door. Vehicles remaining in the driveway may prevent plowing of the driveway. Homeowners preventing plowing will be responsible for removing snow from their driveways.
5. Homeowners are responsible for removing the snow from their patio areas.
6. Homeowners are encouraged to avoid icy areas while walking in association common areas.
7. Snow removal company WILL NOT be responsible for damage to personal property items in the common driveway areas, walkways, or patio areas.
8. Damages to garage doors or trim must be reported within 24 hours of snow occurrence.

SECTION 15

RESTRICTIONS ON RENTALS: (Article 15)

1. In order to protect the integrity of the subdivision and to ensure that those persons residing therein have similar proprietary interests in their Lots and living Units, no living Unit shall be leased/rented for a period of less than one (1) year. The association has 4 total rentals within the association. Any requests over the rental cap will be placed on a waiting list.
2. Homeowners must submit a written request for Board approval to rent a unit no less than 30 days prior to leasing/renting the unit. No transient renters/tenants may be accommodated at any time.
3. Homeowners must submit and keep all current rental documents on file with the association, which include: a written lease, proof of renter's insurance, a current rental certificate obtained from the City of Johnston, any rental information forms required, within 7 days of new occupancy.
4. Homeowners must comply with the City of Johnston, supplying the Association with a copy of the current rental certificate.
5. Homeowner accepts responsibility for all actions regarding renters in violation of the Covenants and Rules and Regulations. A copy of the Rules and Regulations must be given to the renter.

SECTION 16

SAFETY/CRIME FREE PROPERTY: (Article 8 and 14-Sec 15-16)

1. Homeowners, any members of the household, or guests shall not engage in any illegal activity that is threatening or intimidating, including but not limited to assault, the unlawful discharge of firearms in or upon the premises, or any activity that endangers the health, safety, and welfare of others, or involves imminent or actual serious property damage.
2. Homeowners, any member of the homeowner's household, or a guest will not permit the dwelling to be used for or to facilitate criminal activity, including drug-related criminal activity, or engage in unlawful manufacturing, selling, using, storing, keeping, or giving of a controlled substance at any location upon the association property, regardless of whether the individual engaging in such activity is a member of the household or a guest. Any guest/visitor in violation of the Safety/Crime Free Property will be immediately banned from the association property and will be reported to the City of Johnston Police Department.
3. Violation of Section 16 will incur a \$500.00 fine for each violation.

SECTION 17

VIOLATION INFRACTION FINES:

1. Distribution of Rules and Regulations to homeowners is considered notice.
2. Violation fines may be documented and submitted to the Board of Directors by one of the following:
 - Homeowner written documentation notice of violations;
 - Homeowners' attendance at board meetings addressing the board members;
 - Pictures or videos of violations;
 - Police report;
 - Board member documentation of violations;
3. If a homeowner violates the Covenants, Bylaws, or Rules and Regulation:
 - a. Homeowners shall be assessed \$25.00 for the first act of any violation.
 - b. Any subsequent violations will be assessed \$50.00 each thereafter.
 - c. Homeowners found to be in violation of a rule outlined in a rule section shall incur the additional charges as outlined in that rule section for the violation of the first act. All fines and fees for violations assessed to the homeowner shall be payable within 30 days of notice. A late fee of \$25.00 will be assessed monthly if the fine is not paid in full.
 - d. Pending disputes of fine assessments are due within 30 days of notice. A refund will be given if so directed by the Board of Directors. Late fees will not be refunded.

4. All disputes between homeowners or regarding individual fines shall be heard at the next regularly scheduled board meeting after a submitted written rebuttal notice from the homeowner has been received by the Board of Directors or presented to the management office.
5. Determination of all fines by the Board of Directors shall be final and binding.

Except as so amended, the remainder of the Declaration and Bylaws remains in full force and effect.

I hereby state by my signature, being the President of the Association, the Board of Directors of Adam Ridge Rowhomes Owners Association, Inc. has adopted such policy and shall remain in effect unless amended by the Board of Directors of the Association.

ADAM RIDGE ROWHOMES OWNERS ASSOCIATION, INC.

Brenda Burditt

By: Brenda Burditt, President

Its: Association President

STATE OF IOWA, Polk COUNTY, ss:

This instrument was acknowledged before me on the 9th day of June, 2025, by Brenda Burditt, as Association President of Adam Ridge Rowhomes Owners Association, Inc.

Jeff Horner

Notary Public of the State of Iowa

