

Rules and Regulations
A Supplement to Covenants and By Laws of Southwicke Townhomes
Board of Directors Approved
June, 2025

General Rules:

1. Units shall be used for single family dwelling only.
2. Homeowners are personally responsible for all guests and visitors, and liable for any damages to the building and/or grounds due to negligence by the homeowner and/or guests.
3. Residents/owners may use barbeque grills, provided the grills are placed 5 feet or more from any building or fence. The City of West Des Moines regulations regarding charcoal grills shall be enforced.
4. Personal property shall not be left unattended other than in the garage, on the porch, deck, or patio.
5. No outside hot tubs or Jacuzzis are allowed.
6. Homeowners are responsible for replacement of outside light bulbs above their deck or patio. The association is responsible for replacement of light bulbs along each side of garage doors and on the porch.
7. For safety of all residents/owners, driving speed through the complex is limited to 10 mph.
8. Common area is defined as the area outside of any unit, excluding porch, deck, or patio.

Trash/Recycling:

1. Trash and recycling containers must be kept in the garage. Containers may be placed curbside 15 hours before pick-up.

Garages:

1. The garage space is for your vehicle only, and minor storage. You may not convert your garage to living space.
2. Garage doors shall be kept closed when not in use for the owner's safety.
3. Garage doors, frames, and all mechanics (including garage door opener) are the responsibility of the homeowner. Paint is available, contact a board member to check out.
4. Homeowners are prohibited from using, storing, 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.

Parking:

1. Vehicles parked in driveways/garages shall be for the exclusive benefit of their own unit and shall not obstruct the garages or driveways of others.
2. No recreational vehicles, including but not limited to, boats, snowmobiles, and trailers, shall be parked or stored on any Lot, or stored along building in public view (Article VIII). In the event of this violation, the Association may, after reasonable notice, remove such recreational vehicles.
3. Vehicles parked for more than 36 hours in guest parking areas may be towed at owner/resident expense, without notice at the expense of the owner. If you/guests will be using guest parking areas for more than 36 hours, notify any Board member so your vehicle will not be towed.
4. Parking on all Southwicke streets is prohibited. An exception to this parking rule will be allowed on a temporary basis for homeowners, tenants, and guest to park on Southwicke streets for period of up to eight hours for short term purposes such as hosting visitors, open houses, deliveries, real estate agents, contractors, and other similar functions, not to exceed eight hours. Homeowners, tenants, and visitors staying longer than eight hours must store their vehicles in their garage or on their driveway or in guest parking areas (subject to rules regarding the use of guest parking areas). Parking violations will subject homeowners to a \$50.00 fine and the vehicle will be subject to towing at the owner's expense.

Noise:

1. Owners/residents shall be permitted to have no more than one (1) dog and one (1) cat weighting less than 15 pounds at full growth (Article XIII, Section 2).
2. No exotic animals may be kept or breed such as birds, potbellied pigs, reptiles, or rodents on the premises.
3. Owners/residents with pet's shall be responsible for caring for their pets in a manner that will keep them from being a nuisance to other owns/residents.
4. Pets shall be always leashed when outside their owner's unit.
5. Pets are never to be left unattended outdoors at any time.
6. No pet stakes or tethering chains/cords are allowed to be in the common areas.
7. Pet waste must be picked up immediately and disposed of properly. Violations to this rule are subject to a **\$50.00 fine for each occurrence**, and payable to the association within 10 days of written notice.
8. Any damage to the common areas or to a unit caused by a pet will be the responsibility of the pet owner to repair/replace the damage caused.
9. No animals or pets may be bred or kept for commercial purposes on premises.

Architectural Control:

1. **Approval:** Any proposed changes in the visual outside architectural structure of your unit requires a written application and drawings of requested change to Board of Directors for approval. All work must be done by a licensed professional.
2. **Decks:** In addition to Board approval, any deck alterations/additions must be coordinated with the city of West Des Moines to comply with their restrictions.
 - Deck material shall be of cedar or preservative treated lumber, or composite boards.
 - Units with wood decks may leave decks natural, or may seal or stain deck and railings.
 - Any changes in decks or rails (including color) must be first approved by the Board of Directors.
3. **Awnings and Sun Shades:** Awnings and sun shades will be allowed to be attached to owner's unit provided a written application is submitted to the Board of Directors for review and approval prior to installation.
 - Awnings and sun shades must be mounted to a structural building member under the eave or to a window header. They are not to be mounted to the siding or siding trim.
 - Pergola or gazebo structures of any kind are not allowed.
4. **Privacy Fences:**
Homeowners must submit a written application to be approve by the Board of Directors for review prior to installing fence. Fences must be maintained and kept in good repair by homeowner.

Landscaping/Plantings/Decorative Items:

1. Each unit owner shall keep their landscaping free from weeds and debris, (Article XIII, Section 4) including the areas between driveways.
2. Any plan for landscaping, digging, or planting, shall be submitted in writing with description of landscaping material, plants, and a drawing of area to the Board of Directors for approval. The Board of Directors will give written response after review. **Iowa One Call (1-800-292-8989)** must be contacted before any digging or planting in the common areas. The Board of Directors reserves the right to have the lawn care company trim or remove any planting.
3. Any damage done to property or disruption of services resulting in the penetration of the ground by these items will be immediately rectified by qualified professionals and will be the financial responsibility of the individual homeowner causing the damage and/or disruption.
4. Lawn ornaments cannot be permanent and must be placed in the rocked or mulched area or the porch area of the unit.
5. Flag holder mounts may be attached to the building or deck to display flag only.
6. Bird or animal feeders are only permitted on the deck or patio.

Snow Removal:

1. Snow will be removed from drives, walkways, and common street and parking areas in a timely manner. Driveways with parked cars will not be plowed.

Holiday Decorations:

1. Holiday decorations may not be continually displayed year-round.
2. Minor holiday decorating is allowed 1 week in advance to 1 week after the holiday.
3. Winter decorations (Christmas/holiday) may be displayed during the week of Thanksgiving through January 15th.
4. Decorations may not be attached to the building with permanent fasteners.
5. Door wreaths are to be displayed with a wreath hanger only.
6. Do not leave lit candles unattended.
7. Any damage caused by decorations will be the financial responsibility of the homeowner to repair or replace.

Association Dues Payments/Assessments:

1. All association dues are payable through the Automated Clearing House (ACH) system by completing and submitting the Electronic Funds Transfer (EFT) form.
2. All association dues payments are due on the first day of each month.
3. If dues are not received by the 5th of each month, a \$50.00 late fee will be added. Payment must be received into management office by the 5th day of each month to avoid the late fee.
4. All scheduled assessments/fines are due within 30 days of invoicing. A late fee of \$50.00, and an NSF fine of \$50.00 payable to the association.
5. Any dues/assessment payments returned for non-sufficient funds will be charged a late fee of \$50.00, and an NSF fine of \$50.00 payable to the association.
6. If your association dues/assessments are in arrears of 60 days, your account will be turned over to an Attorney for collection, with all attorney fees being at the expense of the homeowner.

Rental/Lease of a Living Unit:

1. Number of rental units may not exceed 4 units within the community at one time. (Covenants Second Amendment Article XIV).
2. Any rental/lease shall be for a period of no less and no more than one year. Copy of lease and a copy of the City of West Des Moines rental certificate must be submitted to Board of Directors 60 days prior to start of lease.
3. Homeowner accept responsibility for all actions from renters in violation of the Covenants, By-Laws and Rules and Regulations.

Garage Sales:

The association will allow one community garage sale each year. A committee member will notify homeowners of date each year. The homeowner's association will not incur any expenses associated with garage sale.

Fine Schedule:

All fines for violations shall be assessed to the homeowner and payable within 30 days of notice (except noted pet waste violations and association dues fees).

- a) Distribution of Rules and Regulations are considered notice to homeowners regarding violations.**
 - b) Homeowners shall be assessed \$20.00 for first act of any violation.**
 - c) Homeowners shall be assessed \$50.00 for second act of any violation.**
 - d) All violations for subsequent violations will be assessed \$100.00 thereafter.**
 - e) Homeowner found to be in violation of the Covenants, By-Laws, or Rules and Regulations shall be assessed a fine of \$10 per day until violation is corrected after being sent a 7-day Notice to Cure.**
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- The above Rules and Regulations are in addition to Covenants and By-Laws.**
 - It is your responsibility to familiarize yourself with Covenants, By-Laws and Rules and Regulations.**
 - If you have questions regarding other items, please refer to your copy of either for information.**
 - Homeowners will be sent a written 7-day Notice to Cure of any violation.**
 - Homeowners in violation of covenants/by-laws/rules and regulations shall present to the board a written resolution within the 7-day Notice to Cure period, for approval of extension of NOTICE to CURE.**
 - All Rules and Regulations are enforceable.**