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Doc ID: 038071630007 Type: GEN
Kind: RESTRICTIVE COVENANT
Recorded: 07/19/2022 at 11:14:56 AM
Fee Amt: \$37.00 Page 1 of 7
Revenue Tax: \$0.00
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2022-00059324

BK 19199 PG 758-764

RETURN TO:

Prepared by and Return to:

Jane Shipman, Association Management Services, 8450 Hickman Road Suite 9, Clive, Iowa 50325, 515-331-8003

Amended Covenants recorded on December 20, 2018, 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 at 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 July 8, 2022, and to replace any and all previously filed, or stated Rules and Regulations.

WHEREAS, the Covenants of ADAM RIDGE ROWHOMES provides 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 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 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 Member's 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 meeting.
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 payment not received by the 15th of each month will be assessed a \$25.00 late fee.
3. Assessment payments not received by due date will be assessed a monthly \$25.00 late fee.
4. Association dues/assessments/fines remaining in arrears of 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 outlined in Covenants/Bylaws.
3. Rental units must remit a current copy of the current 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 from 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 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 Association immediately upon discovery. (Article 6-C)
2. Homeowners are responsible for the replacement and care of their heating, air conditioning, water heaters, and fire sprinkler systems to their Units. Fire sprinkler systems to individual units are to be inspected yearly by the City of Johnston. (Article 6-A)
3. Any sewer back up issues that do not serve more than one Unit, is the sole responsibility of that Unit.
4. Homeowners are responsible for cleaning and maintaining all garage doors and mechanics including all weather stripping around doors, front entry doors, patio doors and screens, all windows and screens exclusively to individuals Units. (Article 6-A)
5. Homeowners are responsible for replacing exterior light bulbs and keep them working at all times.
6. Storm doors are to be white with brushed nickel hardware.
7. Exterior front door paint color approved: Black.
8. Homeowners may install a peephole in their front doors.
9. Security doorbells are allowed.
10. Cleaning and maintaining of dryer vents and dryer vent hose/vent is the homeowner's responsibility and must be kept in a safe working order.
11. Disabling any smoke detector inside Units is strictly prohibited.
12. Homeowners are limited to only drapes, curtains, sheers and shutters, or wood blinds shall be lined so they appear white from the outside of building. (Article 12-T)
13. Homeowners are responsible for the replacement and care of patios/decks, and shall keep in good state of repair or replacement.
14. Pest control interior issues at 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 putting in containers. Trash and recycling containers may be placed at the end of lot driveway 12 hours before pick up day, and must be returned to garage within 12 hours after pick up day. (Article 12-K) (Article 12-X)
3. Disposal of household items such as appliances, furniture, large items, tires, batteries, etc. are not to be disposed of upon association common area 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 building while in use or hot to 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 devises, will not be allowed upon the association property. City Fire Ordinance 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 a commercial vehicle.
2. All vehicles are to be parked in garage, as necessary, extra vehicles must be pulled close as possible to garage doors.
3. Parking is prohibited at all times on the North side of the association private street.
4. No parking is allowed on the association private street.
5. Overflow association parking areas are for guests only. Homeowner vehicles will be towed without notice.
6. Visitors may use designated parking, and shall not be allowed to occupy the same parking space for longer than 24 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, snow mobiles, boats, water vessels, camping vehicles, trailers, commercial vehicles, semi-trucks or trailers, RV's, 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. Association will not be liable for any expenses for towing, storage, or costs of towing vehicles.

GARAGES:

11. Garage doors should be kept closed except during times of entering, exiting, or cleaning for the safety of the Association. (Article 12-O)

SECTION 11

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

1. All association buildings and grounds are considered "common areas" and are not allowed to make modifications or change the outward appearance of buildings and/or landscaping without the Board of Director's written approval. All Units are to remain the same with architectural exterior surfaces as originally built. (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-O)
6. No basketball hoops, soccer goal, baseball backstop 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 to 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 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 sale of Unit, 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, 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, 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 to 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 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 driveway may prevent plowing of the driveway. Homeowner preventing plowing will be responsible for removing snow from their driveway.
5. Homeowners are responsible for removing the snow from their patio areas.
6. Homeowners are encouraged to avoid icy areas while walking upon 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 insure 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.
2. Homeowner must submit a written request for Board approval to rent unit, no less than 30 days prior to leasing/renting 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 includes: written lease, proof of renter's insurance, current rental certificate obtained by 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 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 to be threatening or intimidating, assault, including but not limited to the unlawful discharge of firearms in or upon the premises, or any activity that jeopardizes the health, safety and welfare of others, or involving 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, 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 to Section 16 will incur a \$500.00 fine for each violation.

SECTION 17

VIOLATION INFRACTION FINES:

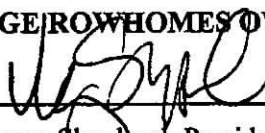
1. Distribution of Rules and Regulations to Homeowners are considered Notice.
2. Violation fines may be documented and submitted to the Board of Directors by one of the following:

- Homeowner written documentation notice of violations;
 - Homeowners attendance at board meeting 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 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 first act;
 - d. 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 fine is not paid in full.
 - e. Pending dispute of fine assessments are due within the 30 day 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 regular scheduled board meeting, after submitted written rebuttal notice from homeowner has been received by Board of Director's or presented to Management office.
 5. Determination of all fines by 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.



 Megan Shepherd, President

STATE OF IOWA)
) SS:
 COUNTY OF POLK)

On this 8th day of July, 2022 before me, a Notary Public in and for the State of Iowa, personally appeared **Megan Shepherd**, 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 **Megan Shepherd** acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed.



 Notary Public of the State of Iowa

