

THE VINTAGE COLLECTION AT PRAIRIE TRAIL OWNER'S ASSOCIATION

RULES & REGULATIONS

PURSUANT TO the authority granted to the Board of Directors of The Vintage Collection at Prairie Trail Owner's Association (the "HOA") in Article VI, Section I of the Declaration of Covenants, Conditions and Restrictions for The Vintage Collection at Prairie Trail, filed August 10, 2016, in Book 16128, Page 814, as amended from time to time (the "Declaration"), the following rules and regulations are hereby adopted. Capitalized terms not specifically defined herein shall have the meanings set forth in the Declaration.

1. Association Dues:

- a. The monthly HOA assessment/dues shall be \$190.
- b. The assessment/dues are due and payable on the 1st day of each month.

2. Association Insurance:

- a. Nothing shall be done or kept on any Lot, including in the structure(s) located thereon, which will increase the rate of the HOA's insurance without written consent from the Board of Directors.
- b. No Owner shall permit anything to be done or kept on any Lot, including in the structure(s) located thereon, which will result in the cancellation of insurance, or which will be in violation of the law.
- c. Owners are responsible for any damage to Lots or the structures thereon caused by an Owner or their invitees. Such damage will not be covered by the HOA's insurance and must be repaired at the Owner's expense in a timely manner. All repairs must be submitted and approved by the HOA Board of Directors.

3. Deck and Patio Maintenance:

Owners are responsible for the maintenance of decks and/or patios on their respective Lots.

- a. Owners are responsible for ensuring decks or patios are always in a safe, clean, and well-maintained condition.
- b. Decks made of wood may be kept in their natural condition, bleached, or stained with earth-toned colors or colors that that closely match the exterior paint/trim on the building/improvements on the Lot.
- c. Decks made of composite material shall be earth-toned colors or colors that closely match the exterior paint/trim on the building/improvements on the Lot.

4. **Master Prairie Trail Declaration of Covenants, Conditions, and Restrictions:**

Owners must abide by the master covenants, conditions and restrictions for Prairie Trail, as set forth in the Declaration of Covenants, Conditions and Restrictions filed September 19, 2007 in Book 12379, Page 370 of the Polk County, Iowa Recorder's Office (the "Master Covenants").

5. **Building Additions and Deck/Patio Modifications:**

Any addition or modification of the exterior of a building requires the written approval of the Board of Directors.

Requests must be submitted to the HOA's property management company for review before written authorization may be obtained from the Board of Directors. Said requests must include the contractor's certificate of insurance and accompanying plans for building additions and modifications.

6. **Fences:**

Fences are permitted with the following restrictions:

- a. A fence is allowed if used for a railing around a deck or patio.
- b. Invisible fences are allowed.
- c. All fence installations require the written approval of the Board of Directors in addition to any permits or authorization that may be required by the City of Ankeny.
- d. Requests must be submitted to the HOA's property management company for review before written authorization may be obtained from the Board of Directors. Said requests must include the contractor's certificate of insurance and accompanying plans for fencing.

7. **Landscaping:**

- a. Owners are to maintain the landscaping along the front of each unit.
- b. Owners are permitted to maintain private landscaping along the side or back side of their units subject to the following conditions:
 - 1) Before any landscaping work may begin, Owners must submit a proposed landscaping plan (including shrubs and trees) to the HOA's property management company for review before written authorization may be obtained from the Board of Directors, in addition to any permits or authorization that may be required by the City of Ankeny.

- 2) Owners are responsible for contacting any utility companies with lines running through their Lots to locate service prior to commencing any work on the landscaping.
- 3) Owners are responsible for obtaining and submitting certificates of insurance to the HOA's property management company if a contractor is utilized.
- 4) Owners are responsible for the maintenance of private landscaping.
- c. Yard sculptures, lawn art and statuary are only permitted in landscaped areas or on unit sidewalks, steps, and stoops. They may not be placed in the lawn area.

8. Approved Paint for Front Doors:

Owner is responsible for the maintenance of the unit front door. The only authorized paint for the exterior portion of the front door is what has been filed and approved by the Architectural Review Board with the City of Ankeny.

9. Pets:

Pets are permitted with the following restrictions:

- a. Pursuant to the Master Covenants, no animals, livestock, or poultry of any kind shall be raised, bred, or kept on any Lot. Dogs, cats, and other common household pets may be kept so long as they are not kept, bred, or maintained for commercial purposes. In no event, however, shall more than a total of three dogs and/or cats be kept at any one lot at any one time. Animals must reside in the dwelling.
- b. All animals must be on a leash when outside the unit, unless contained by a fence including invisible fence.
- c. All animal waste must be picked up and disposed of in a timely manner.
- d. At all times, Owner is responsible for the conduct of Owner's pets.
- e. Any Owner whose pet (or an invitee's pet) becomes a nuisance (aggressive behavior, excessive barking or howling, etc.) shall be given written notice to correct such behavior within three (3) days of such notice. If Owner fails to do so, the HOA may take appropriate legal action. All reasonable legal fees and costs shall be paid by the owner.
- f. The following breeds of dogs are not allowed:
 - Akita
 - Chow
 - Doberman Pinscher
 - English Bull Terrier

- Pit Bull Breeds Including But Not Limited to the American Pit Bull Terrier, American Staffordshire Terrier and the Staffordshire Bull Terrier. As well as any mix of these breeds.
 - Rottweiler
 - Wolf Hybrids
 - Presa Canario
 - Mastiff
 - American Bandogge Mastiff
 - Neopolitan Mastiff
 - Kylapso
 - Boerbol
 - Any mixture of the above listed breeds
 - Trained attack or guard dogs
 - Dogs with a previous loss of one or more bites caused by an animal that is still owned by the insured.
- g. All dogs and cats must be licensed as required by the City of Ankeny.

10. Antenna and Satellite Dishes:

Owners may erect one (1) satellite dish per unit subject to the following restrictions:

- a. The satellite dish may be no greater than 36 inches in diameter or width.
- b. The dish must be affixed to the back half of the respective Owner's unit.
- c. The dish may not be placed in garden or lawn areas.
- d. Owner is solely responsible for all damage caused during the installation, operation, or removal of the satellite dish. Upon removal of the satellite dish, Owner (including any subsequent owner) is responsible for all costs associated with returning the property to its previous condition. Owner takes full responsibility for all damages which result from leaks originating in the satellite dish area.
- e. Any request for exception concerning the location of a dish may be brought to the Board of Directors for consideration.

11. Parking Restrictions:

- a. Owners and their invitees are expected to park their vehicles in their respective garages and unit driveways.
- b. Parking is prohibited on lawns.
- c. Parking is prohibited in or at the end of the alleyway.

12. Trash and Recycle Containers:

All trash and recycle containers must be stored in the garage of Owner. They may be put out the night before collection and must be returned to the garage after collection on the same day.

13. Yard Signs:

- a. "For Sale by Owner" and realty company signs are permitted while a unit is being listed for sale by its Owner. Signs may not exceed 1296 square inches. Rental signs are not permitted.
- b. No other yard signs are permitted.

14. Home Based Businesses:

Units shall be used only as private single-family residences and such other uses as may be permitted under federal state, or municipal statues or ordinances. A unit owner may conduct discrete business activities within the unit so long as the existence or operation of the business activity is not apparent or detectable by sight, sound, or smell from outside the unit; the business activity does not involve regular visitation to the home or door-to-door solicitation of community residents; and the business activity is consistent with the residential character of the community; and does not violate these use restrictions. The Board of Directors may in its sole discretion, restrict any business activities that it determines reasonably interfere with the enjoyment of the residential purpose of the community's HOA.

15. Snow Removal:

- a. The HOA assumes snow removal responsibility for stoops, sidewalks, driveways, mailbox walkways, and the alley. There is no removal from decks or patios.
- b. Snow removal begins when snow depths reach 2 or more inches per event. If a vehicle is parked in a Lot's driveway, it will not be cleared.
- c. The HOA will not salt or sand stoops, sidewalks, driveways, mailbox walkways, nor the alley.
- d. Pursuant to Section 152.03 of the Ankeny City Code of Ordinances, if the snow depth is less than 2 inches per event, each owner is responsible for clearing the sidewalk abutting his/her/its Lot within 24 hours. Failure to clear the snow within the required time may lead to the City of Ankeny removing the snow. If that happens, the City may assess the cost of removing the snow to the Owner. The Owner will be liable for any damage done to the sidewalk which is caused by the Owner's removal of snow. Please refer to the Ankeny City Code of Ordinances to confirm requirements, as they may be amended from time to time.

16. Seasonal Decorations:

Exterior holiday decorations maybe erected:

- a. Winter holiday decorations are permitted to be installed after November 1st. Decorations should be removed no later than 30 days after the holiday.
- b. For all other holidays, Owners may install decorations no sooner than 30 days prior to the holiday. Decorations should be removed two (2) weeks after the holiday.

17. Trampolines, Basketball Hoops & Pools:

- a. Trampolines are not allowed on Lots.
- b. Basketball hoops: fixed and in ground are ineligible. Portable basketball hoops are allowed, and may be used between 8 a.m. and 8 p.m.
- c. Pools are not allowed on Lots. Small inflatable pools may be used, however must be drained, deflated, and removed from lawn/driveway within 24 hours of use.

18. RV's, campers, boats, etc.:

- a. Pursuant to and consistent with the Master Covenant filed on September 9, 2007 at the Polk County Recorder's Office, Book 12379, Page 382, Article VI, "no camper, motor home, boat, jet ski, snowmobile, trailer, commercial sized vehicle, mechanical equipment or similar property may be parked or maintained on any Lot or on the public street adjacent to any Lot (except entirely inside a closed garage)."

19. Restriction on Rentals:

- a. No Lot and no portion of any dwelling shall be leased or rented to any person.

20. Violation of Rules and Regulations:

- a. Upon written notification from the Board of Directors that an Owner has violated one or more of these Rules and Regulations, a fine of \$30 per day will be imposed for each violation until the violation ceases or is remedied or otherwise negated.
- b. The written notification shall be dated, shall state the nature of the violation(s), and shall be signed by the President of the Board of Directors.
- c. The written notification shall be mailed by first class mail or by means of any other form of notification, such as e-mail.
- d. Within three (5) days of the date on the written notification, the Owner may request a meeting with the Board of Directors to discuss or dispute the violation(s). If no meeting is requested, it will be assumed that the Owner does not intend to dispute the violation(s).
- e. If no meeting is requested, the fine will begin on the 6th day after notification.