

# **The Villas at Orchard Hills**

## **Rules & Regulations**

### **I. GENERAL RULES**

A. No unit shall be used for any purpose other than a private residence except as provided for by the Declaration and the Bylaws.

B. No unlawful use shall be made of any unit and each unit owner, tenant, occupant, and/ or invitee shall comply with all governmental laws, ordinances, and regulations.

C. No activity shall be allowed on the common elements, nor shall anything be done either willfully or negligently, which may be or become a nuisance to the occupants of other units.

D. Owners or occupants shall exercise extreme care to avoid making or permitting to make any loud noises, or in using or permitting the use of any radio, phonograph, television, musical instrument, amplifier or any other device in such a manner as may disturb any other resident. Please call the City of Norwalk Police Department to report disturbances.

E. No unit occupant shall permit anything to be done or kept within any unit or upon the common elements which would result in an increase of any insurance premiums, cancellation of any insurance coverage, or in any other way adversely affect the Association.

F. Nothing shall be done in or upon any building/ unit or common elements such as structural modifications, alterations, or improvements which may impair the structural integrity of any unit or common element or change the appearance of any building/ unit or common element.

G. No occupant shall impair any access to any easements or right-of ways provided for the common use without the prior written approval of the Board of Directors.

H. No exterior radio, television, electronic antennae, aerials, wiring of any type (excluding satellite dishes and coaxial cable as per section VIII of the Rules and Regulations), nor any machine, device or any appliance shall be erected, maintained or operated upon any unit or any other portion of the Common Elements at any time.

I. No exterior loudspeakers shall be installed or used at any time on the exterior of any unit or the common elements.

J. No clothes poles or lines shall be installed or maintained at any time upon common or limited common elements.

K. No unit owner or occupant shall build, place, or maintain any structure, matter, or object on the common elements without prior written consent of the Board of Directors. No unit owner or occupant shall paint or otherwise decorate an exterior portion of any unit/ building.

L. No signs shall be placed on any portion of any unit or common elements. Real Estate "For Sale" signs may only be placed in front of the unit for sale. On the day of the event ONE "Open House" sign at the community entrances and ONE "Open House" sign at the entrance to the homeowner's street may be displayed. All signs are to be free standing and shall not cause any damage to Common Elements. Signs may NOT BE ATTACHED to any structure(s). The Association will remove signs that remain displayed beyond these times. The Association bears no responsibility for signs removed.

M. No unit owner or occupant shall chop, cut, or burn any material or debris on the common elements. Littering, defacing, or destruction of the common property is strictly prohibited. This includes graffiti on roadways, buildings, and any other portions of the common elements and any damaged caused by bicycles, motorcycles, and mopeds or by any other means.

N. No flammable, combustible, or explosive substances including but not limited to gasoline may be kept in any unit or garage except for customary household use. D.O.T. approved tanks with Overfill Prevention Device (OPD) of 10 lbs. or less for use in a propane gas grill are considered customary household use. No such material may be stored on any portion of the common elements at any time.

O. No resident shall do or permit to be done any act which threatens the safety of any person, unit, or common element.

P. The Common Elements and common areas shall be used only for the furnishing and services for which they are reasonably intended.

Q. No unit owner or occupant shall place or permit to remain any obstruction on any walkway, roadway, driveway, parking lot, or any other portion of the common elements.

R. No trash, toys, tents, bicycles, wagons, baby carriages, mini pools, or other household items may be left unattended or overnight on the Common Elements and/ or patios.

S. Units may have gas or fire-charcoal barbecue grills but must follow the Iowa State Uniform Fire Code regulations and the grills must be kept a minimum of five (5) feet away from a housing unit while lit or while it contains hot charcoals. Any damage created using a grill will be repaired by the Association and billed to the responsible party.

T. The only window/ door covering permitted to be used shall be shades, blinds, draperies, curtains, or shutters of the type/ kind customarily used for such purposes. No other window/ door coverings such as bed sheets, towels, newspapers, etc. are permitted

U. No sheets, towels, bedspreads, area rugs, clothing, or other household item(s) shall be placed on the Limited Common Elements (e.g. railings and cement dividing walls).

V. No one may deface or damage trees, bushes, flowers, signs, mailboxes, utility boxes, and/ or other items that are in the Common Elements.

W. Parents are responsible for ensuring their children and guests adhere to all rules and regulations

X. Garage doors are not left to be open for extended periods of time or overnight.

Y. Fireworks, except for sparklers and snakes, are NOT permitted anywhere within the Villas at Orchard Hills. The Association will enforce strict adherence to this rule as it creates a real fire hazard to the community. It is the owner's or resident's responsibility to pick up all sparkler wire and unused sparklers when finished using them.

Z. The speed limit within the Villas is 10 mph and only licensed drivers may operate motorized vehicles, such as mopeds, upon all roadways intended for such use after having been registered with the Iowa Dept. of Motor Vehicles.

## **II. PLANTINGS**

A. No unauthorized planting of any kind is permitted in/ on the Limited Common Elements and the Common Elements.

B. Any owner or occupant may install flower planters and flower pots on any patio area designated as a Limited Common Element relating to that owner's/ occupant's unit so long as the owner or occupant properly maintains such planters or pots.

C. Planters or pots installed on any patio designated as a Limited Common Element may be filled with flowers, ornamental bushes, or vegetables at the discretion of the owner or occupant. Dead plants must be removed or replaced promptly.

D. If any plant causes damage to the shrubbery/ flowers, etc. planted by the Association, the homeowner will be responsible for all costs associated with fixing the situation.

E. No fences, stone edges, decorative borders, or other objects will be permitted in or about the Limited Common Elements or the Common Elements unless the Association has placed them there or the expressed written prior approval from the Board.

F. No one is permitted to remove sod or expand the existing beds.

G. Personalization of the Limited Common Elements with shepherd hooks, peace poles, personalized or decorative rocks, and other socially accepted items is permitted as long as it does not affect/ damage the rocks and/or underlying weed barrier and does not interfere with lawn and/or landscaping maintenance. Any item deemed offensive or interfering with lawn and/ or landscaping maintenance will be removed. The Association or its contractors will not be responsible for damage to personal property during lawn and landscaping maintenance.

## **III. DECORATIONS**

A. Holiday, special occasion, and other decorations may not be displayed in or about the Common Elements except up to four (4) feet from any side of an individual unit that is adjacent to another unit. When installing lighting or decorations, no permanent marks (fixtures, holes,

clips, etc.) may be made to the siding, gutters, or down spouts. Any display deemed inappropriate by the Board must be removed immediately.

B. Holiday decorations may be displayed in or about the Limited Common Elements up to four (4) weeks prior to the holiday and up to four (4) weeks following that holiday's date. All clips and holders must be removed when the decoration is removed.

C. Special occasion decorations (e.g. balloons, welcome home or new baby signs, and direction signs) must be removed no later than 48 hours after the decorations are placed.

#### **IV. SALE OR LEASE OF UNIT**

Each unit owner shall notify the Villas at Orchard Hills property manager at:

[Property Management by Design](#)

[Office: 515-304-7242](#)

[email: ADMIN@PM-ByDesign.com](mailto:ADMIN@PM-ByDesign.com)

in writing of his/ her intent to sell, lease, or rent a unit no later than thirty (30) days before the closing, leasing, or renting of the unit. Such notice from any seller/ lessor/ renter shall provide the name of the purchaser(s), lessee(s), or renter, the name and address of the attorney for the purchaser, the anticipated closing date, and a copy of the lease if it is a rental.

A. All leases must be in writing and must be for a period of not less than six (6) months in duration. All renewals or extensions of existing leases must also be in writing and must be for not less than six (6) months in duration.

B. No portion of a unit (other than the entire unit) may be rented, and no subleasing is permitted at any time. No transient tenants may be accommodated at any time.

C. All leases must be made subject to the Villas By-Laws and Rules and Regulations of the Association.

D. The maximum number of occupants whether a lease or sale shall comply with the ordinances of the City of Norwalk.

E. All tenants must abide by the Rules and Regulations of the Association.

F. When units are leased, the lease must include a copy of the Bylaws and the Rules and Regulations of the Association; and must include a clause limiting the number of vehicles per unit to two (2) per single garage unit and four (4) per double garage unit.

G. All renters contact information along with a copy of the lease agreement will be provided to the property management company.

H. Owners assume all liability associated with the placement of signs, including those places by realtors, which cause damage to the irrigation system

## **V. PETS**

A. No livestock, poultry, reptiles, including snakes and lizards, rodents, mice, rats, or vermin of any kind shall be raised, bred, or kept in any unit or upon Common Elements.

B. No pets deemed dangerous by the city ordinance and/ or the property insurance carrier or other domesticated household pets are permitted, and are not to exceed two (2) in the aggregate per unit.

C. Overall weight limits for pets are as follows:

one (1) dog or one (1) cat not to exceed 50 lbs., or  
two (2) dogs not to exceed 50 lbs. total weight, or  
two (2) cats not to exceed 50 lbs. total weight, or  
one (1) dog and one (1) cat not to exceed 50 lbs. total weight.

D. Permitted pets may not be kept, bred, or maintained for commercial purpose.

E. Pet owners are responsible for any damage done by any pet including dragging chains, digging, or scratching or chewing, including but not limited to any such damage done to the lawns and/ or landscaping.

F. Pet owners are responsible for all actions of their pet(s), including noise or inappropriate behavior of their pet(s) on Limited and Common elements.

G. Pet owners are responsible for cleanup of the animal waste of each pet regardless of weather conditions and snow coverage. Failure to promptly clean up after a pet will subject the pet's owner to an assessment from the Association for the cost of such cleanup.

H. No dogs are permitted to remain unattended on any Limited or Common Element.

I. All pets must be housed within the unit. No cages for house pets are to be kept or maintained in the garages attached to a unit, and no outside dog/ cat cages, runs, tethers, or any other manner of securing such an animal are permitted at any time.

J. No pet shall be permitted to run free at any time and all pets must be on a leash when using the Common Elements.

K. Notwithstanding the foregoing, the Board of Directors at its sole discretion, may require that any pet be removed from the property if they determine that the pet has become a nuisance.

## **VI. TRASH & RECYCLING**

- A. Trash and recycles material must be placed in the containers provided by the City of Norwalk.
- B. The trash container(s) should be placed outside each unit in the driveway the night before or the morning of a scheduled pickup. Emptied containers are not to be left out in the driveway or street. They are to be placed back in garages or on patios no later than the evening of the day following pickup.
- C. It is the resident's responsibility to pick up any papers, debris, etc. lying around his/ her unit after the trash has been collected. Garbage, debris, papers, etc. on the common areas is strictly prohibited and in violation of the Bylaws and Rules and Regulations of the Association.
- D. Please follow the schedule for recycling collection provided to all residents by the City of Norwalk.

## **VII. PARKING**

- A. No personal property of any kind whatsoever, including, but not limited to, recreational vehicles, boats, campers, trailers, snowmobiles, bicycles, tricycles, motorcycles, or commercial vehicles, shall be kept and/ or parked in or on any Common Elements or Limited Common Elements (including, but not limited to driveways and streets) except as described below.
  - 1. Recreational vehicles may be parked in garages or driveways for up to a maximum twenty- four (24) hours.
  - 2. No personal property of any kind whatsoever of the type described in item A above shall be stored inside a garage unless the particular garage used for such storage is still used for the storage of the appropriate number of automobiles (i.e. one automobile in a one-car garage and two automobiles in a two-car garage). Garages are not to be used for storage such that it requires automobiles that would otherwise be parked in the garage to be parked in the driveway of other parking areas of the regime.

Vehicles in violation of item A will be towed at the owner's expense without prior notice to the owner.

- B. Any inoperative or disassembled vehicle as well as vehicles on which current registration plates are not displayed will be considered abandoned after 24 hours and will be towed at the owner's expense, without prior notice to the owner.
- C. No maintenance of vehicles (e.g. oil changes, mechanical repairs, etc.) are permitted on any of the Common Elements or Limited Common Elements including driveways.
- D. No vehicle shall be parked anywhere within the Villas of Orchard Hills complex with a "For Sale" sign displayed on it.
- E. "Park" or "parking" means the standing of a vehicle, whether occupied or not, other than temporarily for the purpose of and while engaged in loading or unloading merchandise or

passengers. The board will provide leniency while a homeowner/ renter is moving in or out over an acceptable period.

F. Owners, residents, and guests are **prohibited from parking on the streets, sidewalks, and sodded areas** within the Villas at Orchard Hills complex.

G. Subject to the provisions of items A through F above, owners, residents, and guest are **allowed to park in the short-term visitor parking** areas within the Villas at Orchard Hills complex.

H. Owners and residents are obligated to inform their guests, agents, and invitees to park in the owner's driveway first, short-term visitor parking areas second.

### **VIII. SATELLITE DISH & COAXIAL CABLE INSTALLS**

According to page 9 of the Declaration (Item 5.G – Apartment Exterior) “**No owner shall paint, decorate, or adorn the outside of his/ her apartment nor shall he/ she install outside of his/ her apartment any canopy, awning, outside ration or television antenna, satellite dish or other equipment without the prior written permission of the Board of Directors, which permission may be withheld in the sole discretion of the Board.**” According to FCC Legislation that took place in October of 1996, the restriction of satellite dishes by an owners' association is prohibited. However, the association is not prohibited from establishing rules and regulations regarding the installation of satellite dishes. The Villas at Orchard Hills Homeowners Association has listed below the procedures that **must** be followed prior to the installation of **any** satellite dish:

A. A written request, including installation plans, must be submitted to the Villas at Orchard Hills Homeowners Association c/o Property Management by Design by emailing ADMIN@PM-ByDesign.com

B. A deposit in the amount of \$300.00 is to be paid to the Association **prior** to installation. The deposit will be returned when the service is terminated and any damage as a result of the installation is repaired at the owner's expense.

C. Dishes cannot exceed 32” in diameter and the color must blend with the buildings.

D. Installation must be done professionally. Professionally meaning one whose primary business is in the installation and/ or service of satellite dishes and coaxial cable.

E. Coaxial cable installs must be consistent with existing installations.

F. Installation cannot encroach upon adjacent units.

G. If damages occur the building, roof, or other part of the exterior or interior of the structure as a result of the installation, repairs will be the responsibility of the owner. Repairs to the unit must meet Board approval.

H. Neither the property manager nor the Board of the Association will incur any cost connected with the installation, maintenance, or replacement of a dish, including, but not limited to legal expenses in enforcement of this regulation.

## **IX. ANNUAL MEETINGS**

A. Owners will be required to attend all scheduled association annual meetings and or submit a Proxy in accordance with By-laws. Owners that do not attend and or submit a Proxy will be assessed a \$100 fine to be paid within 30 days of the scheduled annual association meeting.

B. Only owners and that delegated via Proxy are approved to attend the association annual meeting.

## **X. ENFORCEMENT OF VIOLATIONS**

Each unit owner, occupant, tenant or guest shall use the unit and the Common Elements only in compliance with the provisions of the Act, The Declaration, the Articles and Bylaws, all as lawfully amended from time to time, and with the decisions, resolutions, and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act. Failure to pay a levied fine may result in a judgment being obtained against the titleholder.

### **NON-PARKING VIOLATIONS**

A. A letter of notice shall be sent to inform the unit owner of a violation or violations. This letter will state the timeframe the owner has to correct the violation(s).

B. If the first letter is ignored, a second letter will be sent pertaining to the violation(s) and a \$25.00 fine will be imposed. This letter will reference the first letter and will state the timeframe the owner has to correct the violation(s).

C. If the second letter is ignored, a third letter will be sent pertaining to the violation(s) and a \$50.00 fine will be imposed and it shall become immediately due and payable, but no later than the next month's regular due date.

D. If non-compliance continues, the violation(s) will result in further fines (the amount of which may be increased by a vote of the Board of Directors).

### **PARKING VIOLATIONS**

E. **First parking violation** – a letter of notice shall be sent to inform the unit owner of the first parking violation as a reminder of the rules and regulations stating the additional fines that will be imposed.



F. **Second parking violation** – a second letter will be sent to inform the unit owner of the second parking violation, and a \$25.00 fine will be imposed. It shall become immediately due and payable, but no later than the next month's regular due date.

G. **Third parking violation** – a third letter will be sent to inform the unit owner of the third parking violation, and a \$50.00 fine will be imposed. It shall become immediately due and payable, but no later than the next month's regular due date.

H. **If non-compliance of the parking rules continues, the violation(s) will result in a \$100.00 fine and will result in the non-compliant vehicle being towed at the owner's expense without prior notice to the owner.**

## **XI. PAYMENT OF COMMON FEES & FINES**

A. All unit owners are required to pay the monthly Association fee on the first day of each month in advance. However, the association grants a fifteen (15) day grace period during which time fees are considered received on time. This grace period commences on the first day of each month and runs through the fifteenth day of each month. If payments are mailed, any payment which is received after the 15<sup>th</sup> of the month, can be considered late. Any fee, which is not received by the 15<sup>th</sup> of any month shall be subject to a late fee of \$25.00.

B. Fines which are levied are due upon receipt of the notice of such fines, but no later than the next month's regular due date.

C. Any fee or fine which remains due and owing for a period of sixty (60) days from the first day of the month shall be considered delinquent and subject to the Resolution Regarding Collection of Delinquent Assessments which provides for the preparation and filing of a lien against the unit. Any such lien will include the acceleration of the remainder of the year's assessment, attorney fees, late fees, and interest at the maximum allowable rate.

D. If the association has two or more checks returned from any owner in a fiscal year, the Board may require all future payments be made by certified check or money order for the remainder of the fiscal year. Any fees imposed by the bank for any returned check will be charged to the unit owner's account.