

Westwinds Homeowners Handbook

We would like to take this opportunity to welcome you to Westwinds Condominiums and to give you our best wishes for a happy, comfortable home here.

The rules and regulations contained in this Handbook are designed to emphasize and supplement certain aspects of the Declaration of Covenants. We highly recommend that owners and tenants become familiar with the Declaration of Covenants for additional information. This document should be provided to you by your realtor or landlord. These rules and regulations are designed for your protection as well as your neighbor's. As an owner or tenant member of the Westwinds Homeowners Association, you have chosen a neighborhood where great lengths are taken to ensure the safety and satisfaction of everyone. However, this first requires that each occupant fulfill their own responsibilities. When responsibilities are not fulfilled, this generates hardship between neighbors and devalues your investment.

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The monthly business of the **Westwinds Homeowners Association** is directed by a Management Committee composed of Westwinds townhouse owners. Management Committee memberships are volunteer positions for which you may apply at the annual meeting of the Homeowners Association. However, all Westwinds Homeowners Association members are invited and encouraged to participate in the bimonthly Management Committee meetings. Because the Westwinds buildings were built in three Phases, Management Committee members are chosen from each Phase to represent the other occupants of buildings in that respective Phase. Townhouses with addresses of Samoa Court, Samoa Place, and up through and including 421 (but excluding 420) Samoa Drive are in Phase I. The rest of those with Samoa Drive addresses (including 420) are in Phase II. Hawaii Court townhouses comprise Phase III. A listing of current Management Committee members and their phone numbers will be provided to you upon request. If you are unable to attend the Management Committee meetings, you are encouraged to communicate questions or concerns to the Management Committee through these representatives.

Westwinds Homeowners Association is a nonprofit organization and by law must have an administrative office. The Association currently employs Keystone Property Management to perform this and the following functions:

1. Bookkeeping, collection of monthly fees and payment of all Association expenses.
2. Solicit bids and direct the maintenance/repairs of common areas as directed by the Management Committee.
3. Purchase and maintenance of a master insurance policy for common properties.
4. Mailings and other communications with all Association members.
5. Maintain vehicle registration records.

Keystone Property Management may be contacted with questions concerning these functions or to express issues you would like to have considered at the next Management Committee meeting. They may also be contacted for meeting times or for copies of Management Committee meeting minutes, etc. Please note that neither Keystone nor Management Committee members have keys to your townhouse or mailbox. Likewise, Keystone should only be contacted regarding property maintenance/repair issues that are not the owner's responsibility as indicated in the remainder of this Handbook and in the Declaration of Covenants. See Addendum A General Maintenance Responsibilities.

A. PEACEFUL ENJOYMENT

Each resident is entitled to the personal enjoyment of their premises. To ensure this, each resident and their guests must conduct themselves in a manner that will not disturb other Westwinds residents.

Iowa City has adopted a noise ordinance which prohibits excessive noise where it would be a hazard to public health and welfare and the quality of life in urban society. Each person in the community has a right to an environment free from disturbing noise.

Residents need to be aware of the ordinance relative to pets, motor vehicles, and sound equipment such as loudspeakers for stereo equipment.

Dogs or other animals are in violation if allowed to emit noise continuously and/or incessantly for a period of ten (10) minutes. Sound equipment cannot be operated where it would be plainly audible across a residential real property boundary.

B. HOMEOWNERS FEES

Due to the size (84 units) and architectural complexity of Westwinds, we have an operating budget in excess of \$100,000. Prompt receipt of homeowner's monthly fees is mandatory.

Homeowner's fees and assessments are due on the 1st of each month. Checks are payable to Westwinds Homeowners Association and are mailed to the Keystone Property Management office, 533 Southgate Avenue, Iowa City, IA, 52240, telephone (319)338-6288, Fax (319)338-0138. Any homeowner who has not paid their fees by the 10th of the month will be assessed a late fee of \$15.00 per month.

C. PARKING POLICIES:

All owner-occupant and rental-occupant owned **vehicles shall be registered** with Keystone Property Management, who has been instructed to periodically check all vehicles for said registration. Unregistered vehicles may be ticketed and/or towed. A late fee may be assessed for failure to register vehicles.

There are 1.5 parking spaces per unit. Therefore, each unit is entitled to use at least one parking space for an approved vehicle, but no more than two parking spaces per unit.

No unit shall have more than two regularly parked vehicles in the parking lots.

There are no assigned parking spaces. Handicapped parking spaces may be designated by the Management Committee upon written request of a homeowner.

Owners of two vehicles should use only one "high demand" parking space, and park their second vehicle in a less popular space.

An approved vehicle includes any conventional passenger vehicle, and a truck or commercial vehicle of less than 2 ½ tons gross weight.

Motorcycle owners must park in front of or in back of, and perpendicular to, their cars. Motorcycles are not to be parked on front or rear patios and should not use full parking spaces.

All vehicles shall display current license plates and be maintained in proper operating condition so as not to be a hazard or nuisance by noises, exhaust emissions, or appearance.

No vehicle shall remain in the same space for longer than 72 hours without prior written permission. Keystone Property Management should be notified of vacation times, etc.

No repairs shall be made in the parking lot that would render the vehicle inoperable for more than 24 hours.

No repairs shall be made that may damage or soil the pavement, particularly, **no oil changes**. No oil shall be deposited into the dumpster (City Code).

Vehicles shall be parked between the painted parking lines and **shall not overhang** walkways or green areas.

D. COMMON AREA POLICIES:

Common areas are classified as either ***limited common***, i.e., balconies and areas around front and back patios, or ***general common*** areas, i.e., everything else. The definitions of ***limited common*** and ***personal properties*** are found in the Declaration of Covenants. We highly recommend that you consult this for your maintenance and repair responsibilities. See Addendum A of this Handbook for an outline of said responsibilities.

Plantings in limited common areas are permitted and encouraged. Plantings are also permitted in the areas adjacent to the air conditioner pads and rear patio provided that the plantings do not extend away from the building further than the end of the rear patio.

Limited common areas must be kept free of weeds and rubbish.

Front planter boxes are general common areas. Homeowners are encouraged to assist in the general maintenance of the plantings in these boxes.

Plantings in general common areas are not permitted without written authorization by the Management Committee.

All plants, trees, and soil in the general common areas are to be left undisturbed unless authorized in writing by the Management Committee.

Feeding wildlife is encouraged. Hunting and trapping are not allowed. No firearms, airguns or fireworks may be discharged on the property.

Unit owners are responsible for any extraordinary maintenance/repair expenses to common areas caused by them or their guests.

Occupants shall **abide by the Iowa City Noise Ordinance**. A general guideline is that if you can hear noise from your unit while standing in any general common area, then so can your neighbors.

Trash should be disposed of in the dumpsters. **All trash should be disposed in sealed garbage bags**, not in open boxes or sacks. All trash must go inside the dumpster and not next to it. The Management Committee encourages the use of biodegradable trash bags.

Arrangement for the removal of large items, e.g., furniture, should be made through Keystone or the company providing waste removal.

No trash shall be left outside of dumpsters.

No other trash or trash containers shall be stored in limited or general common areas.

Dumpster lids should be left closed to prevent trash from blowing out and animals from getting in.

The use of picnic grills should be confined to **limited common** areas and must be supervised to prevent injury to others.

Bicycle riding is limited to paved areas. Racing and reckless handling of bicycles, mopeds, and motorcycles is not permitted. Bicycles shall be stored in the limited common areas, but not on upper decks.

No motorized vehicles of any kind are permitted on the common areas other than streets or parking areas. **This includes moving vans, firewood delivery trucks, and motorcycle storage.** Owners are responsible for any damage caused thereof.

E. PET POLICIES:

Subject to the limitations below, two generally recognized house pets may be kept and maintained in a unit, provided that such pets are not kept or maintained for commercial purposes.

Commensurate with the Iowa City Leash Law, **pets must be carried or leashed,** except when within a condominium unit or on its owner's limited common area.

No animal may be leashed to any stationary object on the general common areas.

Pet owners are responsible for any damage to property, personal injury, or disturbance caused by their pet.

No unauthorized outside pet shelters will be permitted.

Pet owners are responsible for the **immediate removal of wastes** of their pets **from limited and general common areas.**

No pet shall be permitted to bark, howl, or make other loud noises for such a time as to cause any neighbor's discomfort.

All pets must be licensed as per City regulations in order to ensure current vaccination.

Penalties for violation of the Iowa City pet ordinance may be enforced by the City without regard to any remedies pursued by the Management Committee.

All pet owners must register their pets with Keystone Property Management Company, by providing a copy of their pet's city license. (02/09)

Any pet that causes physical harm or injury to a person or other animal that requires medical attention shall be removed from the complex at the discretion of the Management Committee. (02/09)

COLD WEATHER POLICIES:

When we have sub-zero temperatures and high winds, there is the possibility of water pipes freezing.

To prevent pipes from freezing and bursting, it is the resident's responsibility to maintain the temperature of the unit at 60 degrees or greater, whether the unit is occupied or not. **Never turn the heat off.**

Both hot and cold water faucets should be allowed to drip and cabinet doors below the bathroom and kitchen sinks should be left open in times of extreme cold. This is especially true of first floor bathrooms and kitchens where the sink is on an outside wall.

Hoses must be disconnected from outside water outlets during freezing temperatures to prevent breakage of the exterior water pipe.

To ensure complete snow removal, residents are asked **to move vehicles into cleared spaces while the crews are still working**, so that the crew can clear between all spaces before the snow is packed into ice.

Please use discretion in parking during the snow removal season. Vehicles should not overhang sidewalks and driveway edges. Specifically, do not park vehicles in the north end of the lower lot at Hawaii Court. Vehicles found parked in this area will be towed as snow is pushed to this area as the lot is cleared of snow.

During cold weather, many people like to plug in a car engine block heater overnight. This can present a hazard for snow removal personnel. Electrical extension cords can be quickly covered by snow and, if used, are to be removed before snow removal crews arrive.

F. LEASING OR RENTING OF CONDOMINIUM UNITS:

The Declaration of Covenants states that the maximum number of units which may be leased to non-owner occupants at any one time may not exceed 25% of the total units.

Owners wishing to lease their units must submit a written request to Keystone Property Management and receive written verification that such leasing will not exceed the 25% maximum.

No owner may lease to a tenant other than a family unit unless those tenants occupying the unit will constitute no more than two unrelated individuals.

Property owners who lease their property must obtain from the lessee a written agreement to abide by Association rules and regulations as found in the Westwinds Homeowners Handbook and the Declaration of Covenants and submit a copy of such agreement to Keystone Property Management.

See Addendum B Leasing of Units.

G. ARCHITECTURAL DESIGN POLICIES:

No additions, alterations, or improvements shall be made to the exterior of any buildings or to the limited or general common areas, nor shall any interior structural alterations be made to any unit without prior written consent of the Management Committee. Requests should be submitted to Keystone Property Management for consideration by the Management Committee.

The following guidelines shall be followed for submission of requests for such permission:

- a. All requests shall be in writing and include a description of the dimensions, shape, color, materials, and location of the desired work.
- b. Each addition, alteration, or improvement must be specifically approved even though a similar one has been previously approved.

No exterior clothes lines will be permitted.

No unauthorized outside pet shelters will be permitted.

No unauthorized outside aerials, antennae, cables or satellite dishes will be permitted.

No unauthorized signs or mailboxes will be permitted.

No unauthorized fences will be permitted.

Screen doors are the owner's responsibility. Replacements must be ordered and/or approved through Keystone Property Management to maintain consistency throughout the complex.

H. KEYS AND LOCKS:

Keys and locks to entrance doors and mailboxes are the owner's responsibility. If you have difficulties with any of these, please call a locksmith.

I. MAIL DELIVERY:

Mail is delivered to the complex at three mailbox sites, Samoa Court, the upper end of Samoa Drive, and Hawaii Court.

The Post Office will not deliver mail to any condominium mailbox which is not clearly marked with the resident's name. The Post Office should be advised of any change of address immediately.

Mailbox keys and locks are the responsibility of individual owners. Owners should periodically add a drop of oil to the mailbox key to provide lubrication to the lock mechanism of the mailbox.

J. PLANTER SECURITY LIGHTS AND WATER USAGE:

Approximately 50% of the units have planter security lights wired through the electric meter of these units. The Association reimburses affected owners annually for this electricity usage.

The planter security lights are usually wired through the ½ bath of the unit. If the breaker on the "test" switch in the bathroom is off, the outside planter box light will be off. Please make sure that this outlet is operational by resetting the "test" switch. You can also check to see if the outlet is "live" by trying to use a small electrical appliance plugged into the outlet.

If the planter security light fails to operate after the above procedure has been tried, the problem should be reported to Keystone Property Management, 338-6288. The cost of bulbs and electrical repairs to planter security lights are paid by the Association.

The planter security light should be left on at all times. **Do not turn the light off from your unit**, as illumination from the light is needed for safety.

The Association will periodically use outside water connections to water the grounds. Residents who experience higher water bills resulting from such use may request a refund at the end of the watering season.

K. FIREPLACE, FURNACE AND AIR CONDITIONER MAINTENANCE:

Maintenance of fireplaces, furnaces and air conditioner units are the responsibility of individual homeowners.

Units with fireplaces are required to have fireplace chimney cleaning and inspection by a professional contractor at the expense of the owner every two years. The chimneys can build up a layer of soot, which is flammable and can cause a chimney fire. Documentation of such cleaning/inspection is to be provided to Keystone Property Management. Penalties may be assessed for non-compliance.

The Management Committee recommends that furnaces and air conditioners be serviced at the beginning of the heating and cooling seasons with cleaning or replacement of furnace filters. Many units have “permanent” furnace filters that can be easily cleaned using a garden hose, allowed to dry, and then be placed back in the unit.

L. VIOLATIONS:

Violations of any part of these rules and regulations will result in appropriate action or legal remedies being taken to protect the property rights of the parties involved.

Fines may be assessed by the Management Committee for violations. The amount of such assessments shall be determined by the Management Committee to cover all appropriate administrative and maintenance costs.

Keystone Property Management on behalf of the Management Committee will warn violators only once regarding supervision of pets, parking, noise restrictions, leasing of units, and other violations. On second warning, the Management Committee will levy a fine of not less than \$50.00 plus any additional costs for repair or management time, as needed. Any fines or other fees not paid when assessed will become a lien against the property of the owner of the unit in violation.

These rules and regulations may be amended from time to time and such amendments and additions will be effective upon notification of the members of the Westwinds Homeowners Association.

ADDENDUM A

General Maintenance Responsibilities

Item	General Common Elements Under Association Responsibility*	Limited Common Elements Under Association Responsibility*	Dwelling Unit Elements Under Association Responsibility*	Certain Other Elements Under a Unit Owner's Responsibility Without Respect to Ownership
1. Grounds, including all landscape and paving areas and other improvements thereon lying outside the main walls of the buildings.	All	Paving, privacy fences, sheds, balconies, storm doors, porch light globes.		Landscape and general housekeeping of areas inside patio privacy screening, inside sheds, balconies, and porch light bulbs.
2. Building, roof, exterior vertical walls, and foundations.	All except routine cleaning of windows and doors.			
3. Doors, main entry to units.			All surfaces exposed to storm doors including door panel, buck, trim and sill.	Interior of door panel and door frame. Hardware set including lock, door chimes and hinges closure.
4. Unit screens, balcony and patio doors, windows.				All. Replacements to be of same color, grade and style.
5. Plumbing and related systems and components thereof.	All maintenance, repair, and replacement of portions of plumbing servicing more than one dwelling unit. Water damage to common elements or other units than the one which is the primary source of the problem through negligence of the occupants of such unit.	All maintenance, repair, and replacement of portions of plumbing servicing more than one dwelling unit. Water damage to common elements or other units than the one which is the primary source of the problem through negligence of the occupants of such unit.	Only to the extent that a malfunction has originated outside the unit in which damage or problem occurs.	Water damage to a unit resulting from appliance failure or interior plumbing failures.
Item	General Common Elements Under Association Responsibility*	Limited Common Elements Under Association Responsibility*	Dwelling Unit Elements Under Association Responsibility*	Certain Other Elements Under a Unit Owner's Responsibility Without Respect to Ownership
6. Electrical and related systems and components thereof excluding appliances, fixtures, and lights serving only one unit.	All, in all aspects	All, in all aspects	Any exterior item which serves only one unit but which lies outside its legally defined boundary.	All switches, circuit breakers, wall sockets, or any wiring concealed in the walls, floors, or ceilings.
7. Heating and Cooling systems and components thereof which serve individual dwelling units.				Repairs and replacements including filters to be at unit owner's expense.

* Any damage to common elements or limited common elements due to abuse or neglect on the part of a Homeowner shall be repaired by the Association and assessed directly to the individual Homeowner who is responsible.

Addendum B

LEASING OF UNITS

No owner may lease to a tenant other than a family unit unless those tenants occupying the unit will constitute no more than two (2) unrelated persons.

The maximum number of units which may be leased to non-owner occupants at any one time may not exceed 25% of the completed units not owned by the Declarants. A register of all units that are being leased to non-owner occupants will be maintained by Keystone Property Management on behalf of the Management Committee and approval to convert an owner occupied unit to a leased unit will require verification that such leasing will not exceed the 25% maximum leased units allocation.

1. A register of all units that are being leased to non-owner occupants will be maintained by Keystone Property Management on behalf of the Management Committee.
2. Owners must provide their tenants with a copy of the Westwinds Homeowners Handbook.
3. A maximum of twenty-one (21) units may be leased to non-owner occupants.
4. The length of lease for individual units is not to exceed twelve (12) months.
5. Requests for approval to convert an owner occupied unit to a leased unit are to be submitted in writing to Keystone Property Management with a \$75.00 administration fee. At the end of each lease period a request must be resubmitted along with a \$75.00 fee.
6. The Management Committee will convene on a monthly basis if necessary to review such requests. Requests for approval to lease should be received by the first of the month for action in that month.
7. If the maximum number of units to be leased is not exceeded, the request to lease will generally be approved. Verification of approval will be given in writing noting the date of request and duration of lease.
8. When an application for request to lease is received and approval of same will result in the 25% maximum being exceeded, approval will be granted, assuming that all criteria have been met, and that the first existing lease, in order of maturity, requiring renewal, will not be approved by the Management Committee.

CRITERIA FOR APPROVAL OF LEASE REQUEST IN EXCESS OF 25% MAXIMUM:

1. Unit must have been actively listed with a member of the Iowa City Multiple Listing Service for a period of not less than ninety (90) days, and must remain listed for the duration of the lease.
2. Leases shall not exceed a twelve (12) month duration and must contain a thirty (30) day or sixty (60) day maximum termination clause.

The intent of these guidelines is to eliminate non-owner occupied units used for income properties and to keep Westwinds an owner occupied complex.