

THE VALLEY CONDOMINIUM OWNERS ASSOCIATION AMENDED AND RESTATED RULES

1. Purpose. The purpose of these Rules is to augment the provisions of the Condominium Declaration, the Bylaws, to provide comfortable surroundings, appreciating property values, and the orderly administration of the Association. A violation of any provision contained in the Declaration, Articles of Incorporation of the Association, or the Bylaws of the Association, or any other condominium document relating to this Horizontal Property Regime shall be deemed to be a violation of these Rules and subject to the enforcement provisions contained herein. These Rules are binding on all unit owners, residents, their families and guests. All references in these Rules to unit owners, residents, and guests or occupants are interchangeable, and each shall be jointly and severally liable and responsible for actions or violations. However, the unit owners are primarily responsible for compliance with these Rules and with the Bylaws of this Regime.

The Association acknowledges, and reminds the owners, that the Association, the owners and the units are also governed by the laws, ordinances and regulations of the United States of America, Iowa, Johnson County and the City of Coralville ("Laws"). In the case of any matter governed by the Laws, the Association and the owners are encouraged to first seek direction, corrective action and redress under the Laws and then, thereafter, to rely on the provisions at the Declaration, the Bylaws and these Rules.

2. Appearance and Use of the Property.

- A. Owners are reminded that alterations and repairs are the responsibility of the Association, except for the interior of the units. Nothing may be attached, added, or altered to or on the common exterior elements, including all building exteriors, lawns, (front side and rear), driveways, and sidewalks.
- B. No doors or window casements shall be replaced by the unit owner nor shall any changes of any kind be made on the exterior of any building by the unit owner. Additionally, no work of any kind is to be done upon the interior boundary walls of any unit without first obtaining the approval of the Association. Window glass shall be the responsibility of each unit owner.
- C. In the event a window or door or any portion of the exterior of the building is damaged or made inoperable or is in need of repair resulting from the negligence of the unit owner, the unit owner shall be responsible for its repair at unit owner's expense. All ordinary wear and tear which necessitates replacement and/or repair of any door, window, or any other portion of the exterior of the building shall be an expense of the Architectural Group within the Association. No window air conditioners may be installed under any circumstances.
- D. Garage doors shall be kept fully closed except when in use for entering or exiting the garage or for any other reasonable purpose.
- E. Permanent interior window treatments must be installed no later than three months from the date the unit is acquired by its owner. Until permanent interior window treatments are installed, only white material may be used as a temporary means of providing privacy.
- F. All maintenance regarding the exterior surfaces of the buildings and all lawn care, and exterior plantings, including all flowers and other landscaping, shall be the sole responsibility of the Board of Directors. No unit owner may mow or fertilize the lawn or apply any weed control measures.
- G. No trailers, mobile homes, tents, boats, vehicles or the like may be stored outside for any period of time. At no time shall any vehicle be "parked" overnight on a driveway unless the owner of the vehicle is a temporary guest. A temporary guest is one who is not scheduled to visit the unit owner for a period in excess of 14 days. The above to the contrary notwithstanding, an owner may park a vehicle overnight in the driveway during a period of construction in or renovation of the owner's garage, provided that permission for such overnight parking shall have been procured from the Board. Guest parking shall be primarily in the driveway of the owner host. Additional parking may be used on the west side of the island until construction is completed. The curved portion of the upper drive can also be used for parking.
- H. No bicycles, tricycles, buggies, grills, toys, or outside play equipment shall be permitted to remain outside overnight. All such items must be gathered before the end of the day and stored in the garages or within the units. The above to the contrary notwithstanding, the owner of any unit which has a rear entrance may have a grill which remains outside overnight so long as said grill would not be visible to a person standing in front of said owner's unit and is sited to minimize its visibility from the Association's central island common areas.
- I. The Association shall provide all landscape maintenance for all common areas including, but not necessarily limited to, regular and appropriate lawn mowing, tree and shrub trimming, lawn edging, spring and fall clean-ups, lawn fertilization and weed control, and lawn

watering.

J. No owner shall cause, make or permit any disturbing or objectionable noises or odors to be produced upon or to emanate from their respective units or the building, or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences of other owners. No owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or radio or television or other loud-speaker in such owners' unit between the hours of 12:00 midnight and the following 6:00 A.M., if the same shall disturb or annoy occupants of any of the other units.

K. Each owner shall keep his or her unit in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown there from, or from the doors or windows thereof, any dirt or other substance.

3. Mail Boxes. The Association shall be responsible for the installation of permanent and uniform mailboxes. No other mailbox may be used.

4. Porch Lights. No porch light fixtures or exterior lighting in the Association may be replaced by any unit owner. Said replacements are a proper function of the Association, and the cost shall be an appropriate Association expense.

5. Pets.

A. No animals, other than dogs, cats, or other animals or birds reasonably considered to be household pets, may be raised, bred, or kept anywhere on the property. No animal may be kept, bred, or maintained for any commercial purpose. Further, dogs and or cats may be kept on the property only with the express consent of the Board, which consent shall be granted on a specific pet-by-pet basis rather than as a generic allowance or approval.

B. All pets must be licensed by Johnson County and vaccinations must be kept current. Documentation necessary to prove the vaccination record must be made available to the Board upon request. Pet owners must comply with all state, local, or federal rules, regulations, and ordinances pertaining to the pets and pertaining to their ownership. These records must be updated annually with the Board by the pet owner.

C. Pets must be maintained in a clean, safe, and quiet manner.

D. All pet owners must clean up after the pets and shall carry a means to pick up pet litter whenever walking the pet on Association property. Pets may not be walked or exercised on the landscaped center islands nor on the limited common element area of another owner.

E. No pet shall be allowed to create a threat, nuisance, or an unreasonable disturbance to any person or to cause any damage to any common property or the property of any other resident. Pets must be controlled at all times when outside of the unit. No pet shall be allowed outside to "wander" or to "run". All pets must be on a leash when outside.

F. Pets may not be tied to any stationary object on Association property except to the rear of the buildings and never in such a manner which causes wear to the lawn. Dogs having a tendency to bark may not be left unattended at any time. No dog "run lines" are permitted.

G. In the event of a violation of any of these pet rules, the Board may fine the owner and, in addition thereto, may initiate legal action to enjoin the continued violation.

H. All unit owners are responsible for the actions of pets belonging to anyone residing in or visiting the unit owner. Thus, a pet violation by a guest shall be the responsibility of the unit owner in whose unit that person is a guest.

I. The cost of repairing any damage to the common elements caused by a pet shall be assessed to the unit owner responsible for the pet. In determining responsibility, it will be presumed that any pet damage immediately outside of a unit owned by a pet owner was caused by the pet belonging to that unit owner unless compelling evidence to the contrary is presented.

J. The conduct of all pets must be such as to not interfere with the rights, privileges, and peaceful possession of the neighbors of the pet owner.

K. No pet houses or dog runs shall be permitted outside of any unit.

L. No pet shall be allowed to create a nuisance or unreasonable disturbance.

M. The Association, upon written notification of any pet violation, shall notify the responsible unit owner of the violation. Such notification shall be made pursuant to the notice provisions of these Rules. In the event the pet owner and/or unit owner believes said notice is unjustified, the unit owner shall, within 10 days of the date of such notice, file a written protest to the Association. Upon receipt of a written protest, the Board shall set a hearing date no later than 30 days after receipt of the written notice. Said hearing shall be held in the presence of the Board of Directors and convened whether or not the alleged violator chooses to attend. At the hearing, the Board shall hear and consider arguments, evidence, or other statements regarding the pet violation and, upon full hearing, the Board shall make its binding decision regarding the findings, disposition and punishment, if any. The dispositions of the Board may include a finding that the pet shall be permanently removed from the property, upon fourteen (14) days written notice from the Board.

6. Wild Animals. Due to potential health and safety concerns, the feeding or watering of wild animals or unlicensed or unregistered pets is prohibited.
7. Vegetable Garden. No vegetable garden shall be permitted.
8. Signs. As a general rule, no signs shall be permitted. "For Sale" signs shall be permitted, however, with approval of the Board of Directors, and only one such sign per unit shall be placed in a tasteful location as determined by the Board.
9. Satellite Dishes Owners may install satellite TV dishes provided that there shall be no more than one such dish installed per unit, dishes shall not be in excess of 18" in diameter, dishes shall only be installed in locations approved, in advance, by the Board of Directors, dishes shall be installed so as to minimize any penetrations and/or damage to the condominium buildings and the unit owners shall be responsible for repairing and/or undoing any and all damage or penetrations to the condominium buildings caused by the installation of any such dish.
10. TV Antennas. No external TV antennas shall be permitted.
11. Storage Buildings. No storage buildings of any kind, shape, or size shall be permitted.
12. Barbecue Grills. No permanent or attached barbecue grills are permitted.
13. Picnic Tables. No picnic tables are permitted except for any owned and maintained by the Association.
14. Vehicle Repairs. No vehicle repairs, major or minor, may be made in any driveway. All such repairs must be made within the garage with the garage doors closed. Unit owners may wash, wax and otherwise clean their vehicles, however, in the driveway.
15. Amateur Radio Antennas. No amateur radio antennas shall be permitted.
16. Rental of Units. No for rent signs are permitted. The rental of a unit shall be pursuant to a written lease which attaches a copy of these Rules and which obligates the lessee(s) to abide by the Rules.
17. Home Occupation. No unit owner shall engage in any home occupation of any kind which requires the generation of any vehicular traffic. If the home occupation, for example, may be conducted by mail, internet, or some other unintrusive manner which is not likely to cause any disturbance or inconvenience to any unit owner, the same may be permitted. The Board must issue written approval of any home occupation of any kind, and such approval shall not be unreasonably withheld provided the requirements of this paragraph are followed.
18. Play Swimming Pools. No swimming pools, including pools designed for children's play, shall be permitted.
19. Parking. The parking rules of the Association are designed to promote the safety and security of the residents and to maintain the appearance of the property.
 - A. No vehicle may be permitted outside of one's garage if the vehicle is not in working condition or not properly licensed or, if the vehicle is used for commercial purposes or for recreational purposes. A recreational vehicle would include a trailer, camper, mobile home, boat, ATV, motorcycle, tractor, snowmobile and the like. No vehicle shall be permitted which may not fit in the unit owner's garage.
 - B. No unit owner shall routinely and regularly park outside of the garage. The unit owner's vehicles shall be housed within the garage and shall not be parked in the driveway overnight.
 - C. No vehicle may be parked so as to obstruct passage, ingress or egress of other vehicles or persons on the property.
 - D. No engine maintenance or bodywork shall be performed on any vehicle parked on a driveway or on any common area or on any limited common area.
 - E. Procedure in the Event of Violation of a Parking Rule. In the event of a violation of a parking rule, the Board shall send notice of such violation to the unit owner containing specific information of the infraction and the requested solution. In the event the conduct which

was the subject of the violation does not cease within 10 days from the giving of notice, another notice shall be given in the same manner, except that the second notice shall include a hearing date, time, and place at which time a hearing shall be conducted to ensure that the perception of the Board's violation is accurate. Upon hearing, in the event the unit owner who was notified of the alleged violation is found to be culpable, the Board may notify the local government authorities asking that they issue a citation and/or remove the vehicle, or the Board may contact a local towing agency to have the vehicle removed at the unit owner's expense. The Board shall have authority to tow vehicles parked in violation of these rules. In addition, the Board shall have authority to tow a vehicle, without notice, in the event said vehicle is parked in a manner which presents immediate danger to the health, safety, and welfare of any unit owner or any other person on Association property. Any time a vehicle is towed pursuant to these rules, all costs and expenses incurred with respect to said towing shall be assessed to the unit owner or to the vehicle owner, in the discretion of the Board.

20. Firewood. No firewood may be stored either inside or outside of the units.
21. Snow Removal. The Association is responsible for all snow removal from the sidewalks and driveways. Unit owners are encouraged to assist the snow removal process by ensuring no vehicles are left on the driveway so as to interfere with the plow clean up.
22. Trash Removal. Trash collection shall be provided by The Valley Condominiums. No containers should be placed outside the unit for pick up earlier than 6:00 p.m. the night before pick up, and all containers shall be removed within 12 hours after they have been emptied by the trash collector.
23. Exterior Lighting. All exterior lighting shall be provided by the Association. Occasionally, residents would be helpful if they were to change burned out light bulbs. Only bulbs of the same color, type and wattage should be used for replacement.
24. Seasonal Decorations. No decorations or evidence of celebrations (birthdays or weddings) shall be observable for a period in excess of 48 hours. All seasonal decorations shall be permitted between the dates of October 15 and the following January 10 only. No decorations shall be displayed before or after these two dates. No nails, screws, or other devices that puncture the siding or other building material may be used to hang or secure any decorations.
25. Storage of Exterior Water Hose. All water hoses used for exterior watering purposes shall be hidden from view unless in use at the time, except for hoses employed by The Valley Condominiums to propagate or sustain Association plantings. No hose shall be left within public view by nightfall, except for hoses employed by The Valley Condominiums to propagate or sustain Association plantings. All outside water hoses attached to an outside spigot must be removed from the spigot no later than October 1 of each year and shall not be attached to said spigot until April of the following year. Any expenses incurred for the repair of a spigot due to freezing or any resulting damage therefrom shall be borne by the responsible unit owner, or the Association, as the case may be, unless it can be shown that the damage was not caused by an improper seasonal attachment.
26. Smoke Detectors. Electric smoke detectors are provided. Back-up batteries will be featured in these models. Unit owners are encouraged to change said batteries at least annually.
27. Internal Alterations to Units. A building permit shall be secured by the unit owner for every internal alteration of a unit which requires the issuance of such a permit.
28. Water Usage. Each unit will be individually metered for water usage. Thus, each individual unit owners shall be billed for the water consumption, and this function shall not be a part of the Association.
29. Playground Equipment. No playground equipment shall be permitted anywhere on Association property.
30. Sandboxes. No sandboxes shall be permitted anywhere on Association property.
31. Lawn Sprinkling System. A lawn sprinkling system shall be provided by the Association. All maintenance expenses and adjustments related to said system shall be Association expense.
32. Canopies and Awnings. No unit owner may install a canopy or awning on the exterior of a building without Association approval.
33. Clothes Hanging. No unit owner shall hang any clothing out of doors. No clotheslines shall be permitted.
34. Fences. No fences shall be erected anywhere on Association property by a unit owner.
35. Subdivision of Lots. No lot in this Association shall be further subdivided without the written approval of the City of Coralville, Iowa.
36. Enforcement Policy.
 - A. Filing of a Complaint.
 - 1) A complaint which alleges a violation of the Condominium Declaration, Bylaws, or these Rules may be initiated and prepared by any unit owner or by the Association manager in the event the Condominium Regime is managed by that manager, provided that the unit owner or the manager bases the complaint upon a personal observation.

- 2) All complaints shall be in writing and shall be filed with the Board of Directors. No oral complaints shall be accepted.
- 3) A complaint shall include the following:
 - a) The name, address, and telephone number of the complaining witness.
 - b) The unit owner's name and the unit number or address of the person or resident against whom the complaint is being filed.
 - c) The specific details or description of the violation, including the date, time, and location where the violation occurred.
 - d) If possible, photographs showing the violation.
 - e) The signature of the complaining witness.
 - f) The date of the complaint.
- 4) To the extent possible, complaints shall be kept confidential. This may not be possible. Complaints should be made as soon after the alleged violation as possible. In the event of a hearing, the complainant will probably be required to testify.
- 5) The willful filing of a false complaint or the repeated filing of frivolous complaints shall be deemed a violation of these Rules and shall be subject to the enforcement provisions contained herein and shall also be subject to the enforcement provisions of the Bylaws. The use of these Rules in a manner deemed to constitute harassment of another resident or unit owner shall be deemed a violation of these Rules and subject to the enforcement provisions hereof and those of the Bylaws.
- 6) Harassment of or retaliation against any complainant by the alleged violator or any other person associated with the alleged violator shall be deemed in violation of these Rules and subject to the enforcement provisions contained herein and those of the Bylaws.

B. Violations and Notices of Violations.

- 1) The unit owner is ultimately liable for any actions by the Board in relation to violations of the Declaration, Bylaws, or Rules committed by a resident, guest, tenant, service person, or other person or animal associated with the unit.
- 2) Upon receipt of a complaint, the Board shall notify the unit owner in writing of the violation. Such notification shall be made pursuant to the notice provisions of these Rules. The notice of violation will provide specific details of the violation including the date, time, and location where the alleged violation occurred and any other pertinent information deemed appropriate by the Board. In addition, the notice shall include information concerning the sanctions which may be levied or imposed and the date by which the sanction may be imposed if no hearing is requested.
- 3) The notice of violation shall include information concerning the procedure by which the alleged violator may request a hearing before the Board. The notice shall also contain the last date by which a hearing may be requested which date shall be no earlier than 20 days following the service of the notice of violation upon the alleged violator.

C. Hearing.

- 1) In the event the alleged violator requests a hearing, a hearing shall be held within 30 days following the receipt of the request for hearing by the Board. The alleged violator shall be notified, in writing, of the time, date, and place of the hearing.
- 2) The hearing shall be presided over by the Chairman of the Board, the President of the Association or by the Association manager, if any. Witnesses for the complainant and/or the complainant may testify or produce any evidence deemed relevant and appropriate by the presiding officer. The respondent, the alleged violator, shall be entitled to produce the same kinds of evidence in defense of the respondent's position. Relaxed rules of evidence shall apply. At the same time, however, the presiding officer shall not be required to listen to obviously irrelevant or repetitive evidence.
- 3) The hearing panel shall consist of at least three individuals from a group consisting of the board members, officers, the manager of the Association, if any, and individual unit owners.
- 4) The date for the hearing may be continued upon mutual agreement of the parties if good cause requires the continuance. All such decisions shall be made by the presiding officer.
- 5) Following the hearing and upon due consideration by the panel, the panel will issue its determination regarding the alleged violation. The panel's decision will be formal and binding on the alleged violator and on the complainant.
- 6) In the event the Board determines, in its sole discretion, that additional information or evidence is required, the hearing

may be continued or expanded for that purpose.

- D. Redress. In the event the Board finds that a violation occurred, the Board may issue a written warning, the Board may fine the violator in an amount not to exceed \$500, the amount of which is totally within the discretion of the Board, the Board may seek injunctive relief and/or the Board may secure the services of its attorney and commence legal action against the violator. The Board shall be permitted to take advantage of all legal and equitable remedies available to it under Iowa law. If no request for hearing is made by the alleged violator within the prescribed period of time, the hearing phase is waived and allegations contained in the notice of violation shall be deemed to be admitted by the alleged violator, and the Board shall prescribe the redress.
 - E. Costs. Provided that the unit owner is found to have violated a provision of the Bylaws, Declaration, or these Rules, the unit owner shall be responsible for all costs associated with the violation including, but not limited to, the repair of any damaged property, payment of any expert witnesses, reasonable attorney's fees and court costs and all other fees and expenses incurred by the Board which expenses relate to the violation. Fines and assessments for damage must be assessed to the unit owner by adding the same to the unit owner's monthly maintenance assessment, and in this event, a separate, written and itemized monthly assessment shall be mailed to the unit owner.
 - F. F. Savings Clause. In the event any provision or portion of the Bylaws, Declaration, or these Rules shall be invalid or unenforceable or in the event the application of any of said provisions shall be invalid or unenforceable, such event shall not affect, impair, or render invalid or unenforceable the remainder of the provisions of the Declaration, Bylaws, or these Rules.
 - G. Applicable Law. All court action arising out of this Condominium Regime, including the enforcement of the Bylaws, Declaration, or provisions of these Rules shall take place in the Johnson County District Court, Iowa City, Iowa, and Iowa law shall apply.
37. Notice. All notices, requests, demands or other communications required or permitted under these Rules shall be in writing and shall be delivered by certified mail, return receipt requested, postage prepaid, addressed as follows:
- A. If to the Association: *

* To the address of the then current President with a copy to the then current Secretary of the Association.
 - B. If to a unit owner:

To the unit Address

With a copy to:

Such other address as the unit owner may have provided to the Association pursuant to this notice provision.

All notices given in accordance with the terms hereof shall be deemed received on the third (3rd) business day following deposit with the United States Mail as a registered or certified matter with postage prepaid. Either party hereto may change the address for receiving notices, requests, demands or other communication by notice sent in accordance with the terms of this Section.

- 38. Conflicts. In event of a conflict between these Rules and either the Declaration or the Bylaws, the terms of the Declaration or the Bylaws shall govern.
- 39. Consents or Approvals. Any consent or approval given under these Rules may be added to, amended or repealed at any time by resolution of the Board of Directors or the Association.
- 40. Amendment, Modification or Alterations. These Rules may be amended, modified or altered only as provided in the Bylaws of the Association.

Current version approved and enacted July 2, 2009