

Green Meadows North Townhome Association

Rules & Regulations

August 2021

I. Authority and Consistency

The Board of Directors of the Green Meadows North Townhome Association (GMNTHA) has the right and authority pursuant to its Bylaws to establish rules and regulations for the Association and the means to enforce those rules and regulations. The Board of Directors of GMNTHA under the authority of the Bylaws, Covenants and Declarations ("BCDs") of the Association as may be amended from time to time promulgates these rules and regulations.

These rules and regulations impose judicially enforceable legal obligations on all unit owners, renters and their visitors, guests, families, tradesmen, and agents. Resident unit owners, renters, and lessees are responsible for communicating all the applicable governing BCDs and rules and regulations as may be published from time to time by GMNTHA and are chargeable with any breach thereof by their renters, lessees, visitors, guest, families, or any other associated persons.

The Board of Directors believes in good faith that these rules and regulations are consistent with and provide clarification and detail of the Association's Documents. However, if there is a bona fide conflict between any rule or regulation and any Bylaw, Covenant or Declaration, the applicable Bylaw, Covenant or Declaration shall prevail.

II. General Rules

1. Residences shall not be used for any purpose other than a private residence except as may be provided in the BCDs and/or applicable Johnston city ordinances.
2. No unit may be used for any unlawful purpose, and each unit owner, tenant, occupant, lessee, invitee, or other person making use of the unit shall comply with all state, federal, and local laws, ordinances, and regulations.
3. Activities which may be or become an annoyance or nuisance to occupants of other units, whether done willfully or negligently, are prohibited.
4. No unit occupant will permit anything to be done or kept within any unit or upon the common areas which would result in an increase in insurance premiums, cancellation of any insurance coverage or in any other way adversely affect GMNTHA.
5. Nothing will be done in or upon any building, unit, or in common areas, including but not limited to structural modifications, alteration, or improvements, which may impact the structural integrity of the unit.
6. Nothing will be done in or upon any building, unit, or common area, that may change the appearance of such unit, building, or common area unless submitted to the board for approval through an Architectural Variance Request Form (attached).
7. Occupants shall not impair access to any easements or right-of-way provided for the common use of all occupants without prior written approval of the Board of Directors. No clothes poles or lines will be installed or maintained at any time on the exterior of any unit or upon any common areas.
8. Exterior radios, televisions, electronic antennae, aerials, speakers, wiring of any type or any machine, device or appliance shall not be erected, maintained, and operated upon any unit or any portion of the common areas at any time.
9. No unit owner or occupant will paint or otherwise decorate an exterior portion of any unit, building, or common area without prior written consent of the Board of Directors.
10. All guests must be supervised by a resident/owner. Residents/owners are personally responsible and liable for any damage to GMNTHA property or equipment caused by themselves, guests, family members, invitees, or other persons lawfully on their premises.
11. Residents/owners may use gas grills or other outdoor cooking equipment provided they are placed at a safe distance from any buildings, fences or other structures and meet all applicable fire codes. Charcoal grills are to be used on concrete surfaces only. Residents/owners will be personally liable for any damages to GMNTHA property caused by grills or other cooking equipment.
12. Personal property of any type may not be left, stored, or left unattended on any common area, parking space or anywhere except in the garage space of the owner/resident. Residents/owners are responsible for damage to any personal property left unattended in these areas.
13. For the safety of all residents, driving speeds on all GMNTHA roadways are limited to fifteen (15) miles per hour.
14. Trash, garbage, and other waste shall be kept only in approved sanitary containers and disposed of in a sanitary manner as prescribed by the Board of Directors. Trash and garbage containers, and containers for recyclable materials shall be kept in the garage. Garbage and recycling containers shall not be kept on a patio, driveway, side yard or any other locations, except on the day of collection. Containers shall be returned to the garage within 18 hours of collection.

15. No toys, tents, bicycles, wagons, baby carriages, pools, or other household items, except for patio or outdoor furniture designed for use on decks or outdoor spaces, may be left unattended or overnight on any common area.
16. No sheets, towels, bedspreads, rugs, clothing, or other household items will be hung, placed, stored on any deck, patios, or in any common area.
17. Fireworks of any type are a significant fire hazard and are not permitted anywhere within the GMNTHA. If necessary, this rule will be enforced by the Johnston Fire Department and/or Police Department.
18. No business or any commercial enterprise may be operated at any time from or within any owner/resident's unit or anywhere on GMNTHA property. No commercial signs of any type may be placed anywhere on GMNTHA property at any time.
19. Real estate "For Sale" signs may be placed only in the front yard of the unit for sale. Only one sign may be displayed at any time, with the exception that one "Open House" sign may also be displayed at an appropriate community entrance during the open house hours. All signs are to be free-standing and shall not cause damage to any buildings or common areas. Any signs improperly displayed will be removed by the Association and the Association will bear no responsibility for the signs removed.
20. Only properly licensed drivers will operate any motorized vehicles, including mopeds, motorcycles, or any other vehicle on the streets or sidewalks owned and maintained by GMNTHA.
21. The only window/door covering permitted will be blinds, shades, draperies, curtains, indoor shutters or the like customarily used for such purpose. No other permitted coverings, such as bed sheets, towels, newspapers, paper, or any other is permitted, other than on a temporary basis of no more than seven (7) days.

III. Landscaping

1. All landscaping and plants on the rear and side of the unit should be properly cared for by the resident/owner and must not interfere with mowing, create additional trimming for lawn care professionals, or obstruct another owner's view. Red brick chip should be used as ground cover in the established planting area and should be the same type to carry out uniformity of landscape theme. If not properly maintained, the association will replant the area with plants appropriate to the association's landscape theme at the expense of the resident. All landscaped areas on the front side of a unit will be the responsibility of the association to decide the species of plants and the association will assume responsibility for the care of the plants.
2. Height of the plantings in the planting area will not be any higher than 4 feet.
3. Planting, rocking, and mulching around trees is prohibited. No one may damage or deface trees, bushes, flowers, signs, mailboxes, plantings, decorations, utility boxes, or other items that are on the common areas. Residents are responsible for ensuring their families and other guests do not violate this.
4. Planters and ornaments, such as shepherd hooks, sun dials, and statues may be placed on owner's entry sidewalks, stoops, or patios or in the three (3) foot established planting areas. Only those bird feeders commercially manufactured and intended for such purpose and properly maintained will be permissible.
5. Bird baths are only to be placed within the (3) foot areas or on your patio. Attachment of bird baths to trees is prohibited.
6. Any landscaping not addressed in items 1, 2 or 3 above requires that a plan be submitted in writing to the HOA Board of Directors for approval before implementation. The plan should show the location, nature, kind, shape, height, and materials of desired landscaping and presented on the Association's Architectural/Landscaping Variance Request Form (attached).
7. No plantings shall be allowed to prohibit access to utility boxes on the sides of the units.
8. If owners do not maintain plantings, the Association will hire a contractor to maintain the planting and invoices for maintenance will be assessed to the owner.

IV. Pets

1. Residents/owners shall be permitted to have no more than two (2) dogs, or two (2) cats, or (1) dog and one (1) cat per unit at any given time. No individual pet shall weigh more than twenty (20) pounds at full growth.
2. All pets must be housed within the living units. Pets shall not be maintained in garages, outside cages, runs, tethers, or in any other manner outside of the unit.
3. Pets shall not run free at any time. All pets must always be on a handheld leash when outside the unit.
4. Pet owners are responsible for cleaning up after their pets. Failure to clean up after a pet and remove waste will result in an assessment from GMNTHA for the cost of cleanup.

V. Flags and Flagpoles

1. Flags displayed shall be no longer than 3'x5'.
2. Flagpoles shall not be attached to any roof area or exterior common area.

3. Any flagpole that is free-standing or a part of a landscaping or garden arrangement must have prior written approval by the Board of Directors.
4. All costs incurred as result of a resident/owner's improper placement of a flagpole will be the sole responsibility of the owner/resident.

VI. Satellite Dishes

The following procedure must be followed prior to and after the installation of any satellite dish:

1. Prior to the installation of any satellite dish, a Satellite Agreement Form must be submitted to the Green Meadows North Townhomes Association, c/o Lisa Logsdon at HOA Management Solutions, 2183 NW 86th Street, Suite A, Clive, IA 50325 (515-446-2240).
2. Satellite dishes deemed permissible will be limited to those which are designed to receive direct broadcast satellite service, including direct home satellite service, and have a diameter of less than one (1) meter.
3. All satellite dishes must be secured on the roof of the unit on the satellite dish mount brackets provided by the association in a safe manner. You may need your satellite installer to install an amplifier and switch for your connection.
4. Any dish not installed in a manner specified must be removed unless the homeowner has written approval from the board.
5. Finally, all maintenance on satellite dishes will be the responsibility of the homeowner. The Association shall not be liable for needed repairs due to the installation of the dish.
6. Satellite dishes may not be placed on the siding, fences, or poles set in the common or limited area.
7. Intrusion of outside siding for cables must be kept to a minimum and any cable running along siding shall be kept to a minimum and disguised.
8. A certified roofer or satellite company in accordance with the provisions of the roof warranty must install the satellite dish.
9. If damages occur to the building or other part of the exterior or interior of the structure resulting from installation, repairs will be the responsibility of the owner. Repairs to the unit must meet Board approval.
10. The owner must have insurance and provide proof of insurance coverage on the satellite dish to the Association in c/o HOA Management Solutions, PO Box 42517, Urbandale, IA 50323 prior to installation of the dish.
11. Upon removal of a satellite dish, the owner is responsible for the costs associated with returning the unit to its previous condition.
12. If a home is sold and the new owners wish to have the satellite dish left in place, they must sign a waiver. Otherwise, the dish must be removed, and necessary repairs made upon selling.
13. Any necessary maintenance due to the installation of the satellite dish will be the homeowner's expense.
14. All owners must sign a satellite dish agreement before installing a satellite dish. Owners may contact the management company for a copy of the agreement. Signing of the agreement, releases the association from all liability of damage to the satellite dish, satellite accessories/equipment, and/or damage that may occur involving the satellite dish.

VII. Holiday Decorations

1. Holiday decorations shall not be attached to any surface or object in such a way as to cause damage. Any damages, and any costs associated with repairing such damages, shall be the sole responsibility of the owner/resident of the unit.
2. Holiday lights and decorations shall be put up no earlier than Thanksgiving each year and must be taken down on or before January 15th of the following year.
3. Special occasion decorations (new baby, welcome home, etc.) and decorations for events such as Halloween, Easter, etc. shall be removed within two (2) weeks from the date they were first displayed.

VIII. Payment of Dues

All unit owner/residents shall pay the monthly Association fee by the fifth (5th) day of each month. GMNTHA grants a ten (10) day grace period, beginning on the sixth (6th) day of each month and ending on the fifteenth (15th) day of each month. Any dues paid in full during this period are considered timely paid.

1. Any dues received by the Management office after the fifteenth (15th) day of the month in which they are due will be assessed a late payment penalty in the amount of \$50.00. Any late fee which remains due and owed after sixty (60) days from the first day of the month in which it was assessed becomes delinquent and may cause the preparation and filing of a money judgment against a unit.
2. Owners with delinquent dues will be responsible for all expenses, including legal fees, and fees imposed by their financial institution and or Green Meadows North Townhome Association.

IX. Garages

1. Owners/residents shall use only the garage spaces allocated to their respective units.
2. Garage doors will be kept closed at all times, unless the garage is actively in use.
3. Storage of any flammable, combustible or hazardous materials shall be permitted in the garage of the resident/owner and at their own risk. All materials must be stored in approved containers.
4. Any damage to the property resulting from improper storage of any hazardous materials shall be the sole responsibility of the resident/owner.
5. Propane canisters shall be limited to one (1) per garage.
6. Garbage receptacles shall not be used for disposal of flammable liquids.

X. Outside Parking

1. Owners/residents may park their vehicles in the garages or on the driveways of their respective units. Owners/residents shall not use guest parking spaces on a regular basis.
2. Guest parking is to be used by guests of owners/residents only and for temporary parking, and always on an unreserved basis. Owners/residents are obligated to inform their guests of applicable parking regulations.
3. No parked vehicle may obstruct the roadway or driveway of any unit at any time.
4. No trailer, commercial vehicle or truck, house or camping trailer, boat, or any type of recreational vehicle may be parked or stored in any parking space, including driveways, street or visitor parking at any time, except that a moving truck/trailer or recreational vehicle may be parked in the resident owner's driveway for a period of not more than 24 hours for necessary loading and unloading.
5. No inoperative or disassembled vehicle, or any vehicle under repair may be parked anywhere on GMNTHA property at any time, including in individual driveways.
6. No vehicle with a "For Sale" sign may be parked on any GMNTHA property at any time, including individual driveways, except when an owner/resident's primary personal vehicle is for sale and is parked in their own driveway for purposes other than to display the vehicle for sale.
7. Any vehicle or any other item violating any of these rules and regulations may be towed or removed at the owner's expense and without prior notice to the owner.

XI. Political Signs

1. No political signs may be placed outside an owner's unit.

XII. Fencing

1. No fencing of any type may be erected without prior written approval of the Board of Directors.

XIII. Sale or Lease of a Unit

1. Owners wishing to sell or lease their unit to a third party, must notify the Association Manager at HOA Management Solutions, 2183 NW 86th Street, Suite A, Clive IA 50325 (515-446-2240), at least fifteen (15) days before closing or lease is to occur.
2. Notification must be in writing and include the name(s) of the purchaser(s) or lessee(s), any attorneys involved in the transaction, anticipated closing date, and a copy of the lease, if it is a rental, along with current contact information of the tenant(s).
3. All rental leases must be for a period of not less than 12 months and not more than 24 months in duration and shall be for the entire unit. The rental of certain portions of the unit, such as one bedroom, is prohibited.
4. No owner/resident may rent a unit more than one time during their ownership. No extension or renewal of any lease is permitted by any owner/resident.
5. Subleases are prohibited.
6. For the purposes of defining the term "owner/resident" all co-owners or joint owners of a unit will be considered one owner/resident.
7. No transient tenants will be permitted at any time.
8. All leases must incorporate and be made subject to the Covenants, Bylaws, and Rules and Regulations of GMNTHA. Copies of these documents must be provided to all lessees by the unit owner.
9. All aspects of any lease shall comply with all ordinances of the City of Johnston, including but not limited to the number of occupants allowed.
10. The owner of any unit assumes all liability for actions and/or damages caused by lessees. The Association reserves the right to take legal action against any owner based on actions taken by a lessee.
11. Violation of the rental restrictions in anyway will result in a \$250.00 per month penalty.

XIV. Snow Removal Guidelines & Expectations

1. Snow removal will be scheduled after 2 inches or more of snow unless the association manager deems conditions unsafe for residents and after the snow has stopped.
2. The Board has requested that snow removal on streets and driveways be completed in time for the morning travel hour; however, due to timing of snowfalls and availability of work crews, this may not always be possible.
3. Snow removal will typically proceed in the following order: (1) the main streets, (2) unit driveways, (3) sidewalks and stoops. Patios and decks are the responsibility of the homeowner.
4. Snow will be stored at the ends of streets and at the tops of driveways between the ranch units. The Board has asked the snow removal company to ensure that all driveways, including those at the ends of streets, have adequate space for exiting and turnaround. In periods of heavy snowfall, it may be necessary to store additional snow in visitor parking areas.
5. Do not park in the streets during snowfall. Driveways with cars parked in them will not have snow removed. Park in your garage during snowfall.
6. Snow removal may occur during night hours. Homeowners should expect some noise.
7. In the event of heavy snowstorm, be patient. Those times are the peak demand times for all snow removal companies.
8. Homeowners are encouraged to have sand or kitty litter available for personal use on ice on front stoops or other areas outside of units. Do not use salt, as it will damage the concrete. Homeowners are responsible for snow removal on front stoops, sidewalks, and driveways when snowfall is less than 2".
9. Check for exterior damage after snow plowing and report any items to HOA Management Solutions at 515-446-2240.

XV. Violation Adjudication Policy and Procedure

Preamble

It is the fiduciary responsibility of the Board of Directors of GMNTHA to enforce all aspects of the BCDs and rules and regulations of the association. To ensure that the enforcement process treats everyone alike, regardless of the violation or the violator, the following policy and procedures have been developed. From the date of this document, all Boards of the association will be held accountable for following the procedures.

Procedure

Procedure is defined as "an established series of actions followed in a regular definite order. A particular or detailed plan for accomplishing something." A procedure has been developed to build trust in those we serve, by providing a detailed plan of getting from an alleged violation to closure in a timely and peaceful manner. Hereinafter is that procedure.

1. Receipt of Alleged Violation. Written notification must be submitted to the Property Manager.
2. Written Notification. A letter is sent to the violator indicating the section of the covenants or rules and regulations that have been violated. They are to be asked to resolve the violation without further consequences and those consequences spelled out in the letter. The letter will also give a date by which the violation is to be resolved after which a fine will be enforced and outline the right to appeal. The letter to the owner shall be sent certified with return receipt requested.
3. Violator Appeal. The violator shall notify the Board or the President of their appeal. In any case, the Board will act within 14 calendar days of the date on which they were given notice of the appeal.
4. Board Verdict. The Board will make a decision regarding the appeal, either in favor of the appeal or not in favor of the appeal.
5. Letter of Action. The unit owner will be notified in writing of the Board's verdict, and what, if any, action will be taken as result of their decision.
6. Fine Notice. The violating owner will be notified in writing that a fine will be levied on their account beginning on a determined date. The Board will set the fine as it sees fit, but any fine levied will not exceed more than \$250.00 per day. The violating owner will be notified that they have 30 calendar days to pay the fine. If the fine is not paid at the end of the 30-day period, an additional \$5.00 per calendar day will be levied until the violation is resolved. If the violation is not resolved after 60 days, the matter will be turned over to the Association's attorney and a judgment filed in the amount of the fine and penalty plus costs. All related costs the Association incurs as result of violations of Association Bylaws and Association Rules and Regulations will be passed on to the violating owner. These costs include but are not limited to costs of notifications, penalties, interest on unpaid balances, and other fees the Association may incur for collection.
7. File Money Judgment. The Board will proceed to file a money judgment on the unit owners' property and the Association's attorney will be notified to begin appropriate legal action.
8. Action To Remedy. The Board, in lieu of or in addition to a fine may require specific performance by a unit owner/resident to repair, restore or otherwise address any consequential damages incurred as a result of the violation.

If the unit owner does not complete the ordered action by a reasonable date specified by the Board, the Association may take additional action against the unit owner, including appropriate legal action.

GREEN MEADOWS NORTH TOWNHOMES OWNERS ASSOCIATION
ARCHITECTURAL VARIANCE REQUEST FORM

SUBMISSION OF PLANS TO
GREEN MEADOWS NORTH TOWNHOMES ASSOCIATION

NAME: _____

ADDRESS: _____

CITY: _____ STATE: _____ ZIP: _____

PHONE(S): H: _____ W: _____ C: _____

EMAIL: _____

DATE SUBMITTED: _____ DATE RECEIVED: _____

In accordance with the Green Meadows North Townhomes Association Covenants (“Declaration”) And the Association’s rules and regulations, I request your consent to make the following changes, alterations, renovations, additions and/or removals to my unit:

(Please attach a detailed (to scale) a drawing or blueprint of your plan)

Is this an amendment to a previous request? _____

If yes, approximate date of previous request: _____

I understand that under the Declaration and the rules and regulations, the Board of Directors will act on this request and provide me with a written response of their decision. I further understand and agree to the following provisions:

1. No work or commitment of work will be made by me until I received written approval from the Association.
2. All work will be done at my expense and all future upkeep will remain at my expense.
3. All work will be done expeditiously once commenced and will be done in a good workman-like manner by myself or a contractor.
4. All work will be performed at a time and in manner to minimize interference and inconvenience to other unit owners.
5. I assume all liability and will be responsible for damage and/or injury which may result from performance of this work.
6. I will be responsible for all the conduct of all persons, agents, contractors, and employees connected with this work.
7. I will be responsible complying with, and will comply with, all applicable federal, state, and local laws, codes, regulations, and requirements in connections with this work, and I obtain any necessary governmental permits and approvals for the work. I understand and agree that the Green Meadows North Townhomes Board of Directors’ and its managing agent have no responsibility with respect to such compliance and the Board of

Directors' or its designated committee's approval of this request shall not be understood as the making of any representation or warranty that the plans, specifications, or work comply with any law, code, regulations, or governmental requirements.

8. I understand that a decision by Committee is not final and that the Board of Directors may reverse or modify a decision by the Committee upon the written application of any owner made to the Board of Directors within (10) days after the Committee makes its decision.
9. I will assume any responsibility for disclosing the architectural variance to any future owner of the property and will also disclose that it is the responsibility of any future owner to maintain and be responsible for the architectural variance.
10. The contractor(s) is: _____
11. If approved within twenty-one (21) days, the work would start on about _____ and would be completed by _____.
12. **Project MUST be started within the year of board approval date.** If not, then the variance/plan must be **RESUBMITTED** for Architectural Committee review. The Committee will either reapprove or deny based upon the specifics of the situation. Board approval date _____.

Signature(s), Townhome Owner(s)

Date

**RETURN THIS COMPLETED FORM TO GREEN MEADOWS NORTH TOWNHOMES c/o HOA MANAGEMENT SOLUTIONS,
PO BOX 42517, URBANDALE, IA 50323 OR EMAIL TO LISA.HOAMANAGEMENT@OUTLOOK.COM.**

GREEN MEADOWS NORTH TOWNHOMES
SATELLITE DISH AGREEMENT

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 Green Meadows North Townhomes Association has listed below the procedures that must be followed prior to the installation of any satellite dish:

1. This satellite agreement must be submitted to the association within ten days prior to installation of the satellite dish. The agreement should be addressed to Lisa Logsdon, HOA Management Solutions, PO Box 42517, Urbandale, IA 50323 or emailed to lisa.hoamanagement@outlook.com.
2. Satellite dishes deemed permissible will be limited to those which are designed to receive direct broadcast satellite service, including direct home satellite service, and have a diameter of less than (1) meter.
3. All satellite dishes must be secured on the roof of the unit on the satellite dish mount brackets provided by the association in a safe manner. You may need your satellite installer to install an amplifier and switch for your connection.
4. Any dish not installed in the manner specified must be removed unless the homeowner has written approval from the Board of Directors.
5. Finally, all maintenance on satellite dishes will be the responsibility of the homeowner. The Association shall not be liable for needed repairs due to the installation of the dish.
6. Satellite dishes may not be placed on the siding, fences or poles set in the common or limited common area.
7. Intrusion of outside siding for cables must be kept to a minimum and any cable running along siding shall be kept to a minimum and disguised.
8. A certified roofer or satellite company in accordance with the provisions of the roof warranty must install the satellite dish.
9. If damages occur to the building or other part of the exterior or interior of the structure as result of the installation, repairs will be the responsibility of the owner. Repairs to the unit must meet Board approval.
10. The owner must have insurance and provide proof of insurance coverage on the satellite dish to the Association c/o HOA Management Solutions prior to installation of satellite.
11. Upon removal of a satellite dish, the owner is responsible for the costs associated with returning the unit to its previous condition.
12. If a home is sold and the new owners wish to have the satellite dish left in place, they must sign a waiver. Otherwise, the dish must be removed, and necessary repairs made upon selling.
13. Any necessary maintenance due to the installation of the satellite dish will be the homeowner's expense.
14. All owners must sign a Satellite Dish Agreement before installing a satellite dish. Owners may contact the Management Company for a copy of the Agreement. Signing of the agreement, releases the Association from ALL liability of damage to the satellite dish, satellite accessories/equipment, and/or damage that may occur involving the satellite dish.

I, _____, (name (s)) agree to meet these conditions. I understand that failure to meet these conditions will result in the removal of the satellite dish at my cost.

Signed this _____ day of _____, 20____

Address: _____ Johnston, IA
50131

Telephone No: _____

Signed: _____

Signed: _____

Approved by: _____

Please return this form with original signatures of the homeowner(s) and proof of insurance to Green Meadows North Townhomes c/o:

HOA MANAGEMENT SOLUTIONS
PO Box 42517 Urbandale, IA 50323

or

Email to: lisa.hoamanagement@outlook.com