

## **INTRODUCTION**

This booklet provides general information and Rules that are important to community living at Maplewood Village Adult Condominiums. In addition, it contains an appendix with an overview of often referred to Declarations and Bylaws. It is intended to be a ready and understandable reference for both new and established residents. It does not replace the Declarations, Articles or Bylaws. Please take some time to read and understand this booklet.

Associations are governed by a somewhat complex set of documents that include Declarations, Articles, Bylaws and Rules. Rules cover daily living situations and are usually more understandable for most residents.

**Declarations** among other things, establish the association, use restrictions, maintenance requirements, and define the common elements. **Articles of Incorporation** provide basic information about the association including the official name, location, purpose and membership. **Bylaws** set up the association and how it is to be run. They contain provisions on the board of directors, their election, powers, and duties. Our Declarations, Articles and Bylaws can only be changed by a vote of the residents. By law, these documents and all changes must be filed with the Polk County Recorder. Each resident should have a set of these documents in a book titled Maplewood Village Condominiums; Condominium Homeowners Guide.

**Rules** can be established by a simple vote of the Board and are not filed with the Recorder but they have the same legal power of enforcement as any other Association document. They may not change nor conflict with any Declaration, Article or Bylaw. Rules attempt to set guidelines for living in a community that are agreeable to a majority of residents. The Rules in this booklet substantially represent previous rules but contain minor revisions and in the event of a conflict they supersede previously issued rules. This booklet contains all currently in force rules.

## Maplewood Village

### **Rules and General Information**

Condominium living is different from owning a house. Living with only walls and floors separating neighbors, your actions can greatly affect those living near you. For this reason, associations tend to have stricter rules. Rules are written to make community living easier; you are encouraged to follow the rules.

All Maplewood Village units are owner occupied. Renting or leasing of units is not permitted.

If you are questioning if something is allowed, contact the Manager or a Board member.

Board Meetings – The board meets on a regular basis. Prior to the meetings the date, time and agenda will be posted on the bulletin boards. Residents may attend but not participate. After the meeting there is a question and comments period where residents may speak. If there is an issue you want the Board to address you must write a letter, sign it and get it to the Board at least 10 days prior to the next meeting.

Routine problems, questions or concerns: Call the office @964-7436 and speak with the manager or leave a message.

Emergencies: Dial 911. Stay by your phone so you can release entry door when help arrives.

Association fees are due the first of each month. Residents are encouraged to pay with automatic bank withdrawal. Contact the manager for this or other arrangements.

## Table of Contents

### **Rules**

No Smoking-----	Page 5
Entrance Doors-----	Page 5
Patio Doors-----	Page 5
Keys-----	Page 5
Elevators-----	Page 5
Satellite Dishes & Antennas-----	Page 5
No Dogs-----	Page 6
Animals-----	Page 7
Hallways-----	Page 7
Building Lounges & Game Rooms-----	Page 7
Decorations-----	Page 7
Appliances-----	Page 7
Grills-----	Page 7
Garbage Disposal-----	Page 8
Deck Enclosures-----	Page 8
Water-----	Page 8
Noise-----	Page 8
Garbage-----	Page 9
Recyclable Trash-----	Page 9
Flooring-----	Page 9
Lodge-----	Page 9
Lodge Key-----	Page 9
Exercise Area-----	Page 9
Fire Side Room Reservation-----	Page 10
Pool, Spa & Sauna-----	Page 10
Cars, Car Wash, Parking-----	Page 11
Building Garages-----	Page 11
Penalties for Violations-----	Page 12

## Table of Contents Continued

### **General Information**

Insurance-----	Page 13
Air Conditioning Drains-----	Page 13
Refrigerators-----	Page 13
Vacations-----	Page 13
Feeding Animals-----	Page 13
Green Belt Area-----	Page 13
Tree & Landscape Committee (TLC)-----	Page 14
Garden Committee-----	Page 15
Social Committee-----	Page 16
Signature Page-----	Page 17

### **Appendix**

Recap of By-Laws & Declarations -----	Pages 18-25
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# Rules

**No Smoking** – Adopted 1/14/2014 - Maplewood is a non-smoking complex. Those who were “grandfathered” in were given the option to either quit or get an air purifier. Remember, if you are still smoking in your unit, you must control the odors of your smoke. Hallways and patios must remain free of smoke odors. There is to be no smoking in common areas, the Lodge, parking lots or sidewalks.

**Entrance Doors** - Do not let anyone into the building you do not know; they must contact the residents they are visiting. When moving a large item, load and unload through the nearest large garage door, not the front door.

**Patio Doors** – Security is jeopardized when first floor patio doors are left unlocked. First floor patio doors must be kept locked. Do not use the patio door for exit and entry.

**Keys** – The Manager and Board members have a master key for use in emergencies. If a resident installs a dead bolt lock, it must be keyed alike. Installation of non-standard locks may result in damage to your door if there is an emergency and management has to enter. Maplewood Village is not liable for any damages. It is a good idea to keep an extra key in your car or give one to a neighbor so that you always have access to a key. If the manager or maintenance person is inside your unit due to an emergency a note will be put on your door stating who was there and why. For your protection, two people are required when entering your unit for an emergency.

**Elevators** – In case of power failure or malfunction while you are in the elevator, there is a flashlight, telephone and list of emergency phone numbers in the box. **In case of fire, DO NOT USE THE ELEVATOR.** Call the office for pads to protect the walls of the elevator when moving large items. You are responsible for any damage to the elevator. Do not let the elevator door hit something and retract; use the HOLD button. Children should never be allowed on elevators unattended.

**Satellite Dishes & Antennas** – Adopted 6/16/2015 – No roof top antennas are allowed, only Direct TV or Mediacom is allowed. If you wish to have satellite or cable connection, you must go through the manager for directions on how to get the service. **The Board will remove, at owners expenses, any installation not arranged through the Manager.**

**No Dog Rule** – Original Adopted 2001, Updated 3/2016 - Under Iowa Law, a person who has a physical or mental impairment that substantially limits that person’s life activities and who needs different rules to be able to adequately live in and enjoy housing is entitled to reasonable changes to the rules that would otherwise apply.

If a person has such a disability, that person is allowed to inform people in a position of authority, such as a board of an association, of such disability, and to make a request for special treatment or exception from rules, called an “accommodation.” If such requests are reasonable and they are necessary to afford the disabled person an equal opportunity to use and enjoy housing, they should be granted. A disabled person is not required to pay for the privilege of an accommodation. A grant of an accommodation does not allow someone to take an action that would be a violation of other law.

Maplewood Village Condominiums has had a “No Dogs Rule” since 2001. The only exceptions we have made or intend to make to our normal rules is to or would be accommodate a person with a disability who has done what the law requires, in the belief and discretion of the Board. The request for obtaining an exception must be submitted to the Maplewood Village office in writing for review by the Manager, Board and our attorney.

Normally, the requirements for requesting an accommodation are as follows:

1. Documented proof of your disability. The requester must meet the statutory definition of a person with a disability and must present sufficient information for someone to determine that.
2. Documented proof that the animal is necessary to afford the disabled person an equal opportunity to use and enjoy housing and how the animal provides this benefit. If the animal is trained, we will require a copy of your dog’s certification, from a qualified examiner.
3. A current pet license from the City of Ankeny. This will show that your dog is licensed and has all current vaccinations including rabies. Ankeny pet licenses expire on March 31 of each year and must be renewed annually.
4. Required documentation forms are available in Maplewood Village office.
5. No dogs are allowed in the Lodge or pool area with the exception of a service dog.

Accommodations are not permanent. If the Board provides an accommodation, the resident will be expected to provide verification on a periodic basis, depending on the nature of the disability claimed. Accommodations are not animal specific. The Board may grant an accommodation for a dog to assist a disability, but the Board reserves the right to request a dog to be removed if not appropriate for this environment. For example, dogs that bark excessively, disturb other residents, act aggressively or threateningly to other residents, are uncontrolled or uncontrollable by their controllers, are not appropriate for communal living, even for someone who is entitled to an accommodation. Also, animal handlers are responsible for immediate cleanup of animal related mess.

### **Animals** -

1. One cat is permitted at any time. The cat must be registered at the Office.
2. No pet disturbing other residents will be permitted to remain on the property.
3. Pets are not allowed outside your unit without being on a leash and are not allowed in the Lodge at any time.
4. Pets are not allowed to soil any common area. Any soiling must be cleaned up immediately.
5. No animals shall be raised, bred or kept in any unit for any commercial purpose.
6. Pets which belong to a guest are not allowed on the property.

**Hallways** – Fire Marshall stated there are to be no mats or rugs outside your door in the hallway. Door stops on your hallway door are discouraged. Personal property (wheelchairs, walkers, etc.) are not to be left in the common areas. Spills on carpets should be immediately cleaned and reported to the office if a stain or dirt remains.

### **Building Lounges and Game Rooms** –

1. To reserve your building lounge or game room, contact your building representative.
2. Events are posted on the bulletin board.
3. The thermostats are to be set at 65 degrees in the winter and 80 degrees in the summer when the rooms are not in use.

**Decorations** – Christmas lights and decorations are to be removed by March 1. Only the US flag can be displayed at all times. You are allowed to hang pictures or displays around your condo entrance door. Decorations of other hallway walls or lounge areas must be agreed on by a consensus of your building residents.

**Appliances** – Out of courtesy for your neighbors we ask that you not run any major appliances before 7:00 A.M. or after 10:00 P.M. To prevent the possibility of a fire or water leak, do not run your dishwasher, clothes washer or dryer while you are gone.

**Grills** – Adopted 6/16/2015 - No charcoal grills are allowed, only electric or gas grills with 20lb or less gas cylinders are permitted.

**Garbage Disposals** – Run cold water on full during use and run both for at least 15 seconds after it sounds clear. DO NOT put the following into the disposal or drain: Oil or grease, coffee grounds, meat, bones, celery, potato peels, lettuce, egg shells, pasta, fibrous vegetable peels and stalks. If questionable, throw it away in the trash. Soil from garden veggies will cause clogs, please rinse produce at the garden.

**Deck Enclosures** – Screens or Glass – Adopted 2/19/1991

In accordance with #11 (Decorating), page 10 of the Maplewood Condo Homeowner's Guide, a design has been approved by the Board of Directors for balcony or patio enclosures. It has been further determined by the Board of Directors that this design will not distract from the appearance of the buildings. The following procedures shall be followed:

1. Deck enclosures are not mandatory, but are an option for each unit owner.
2. No alternations shall be made from the original design, without prior authorization from the manager.
3. Repair, cleaning and upkeep will be the sole responsibility of the Unit Owner, with the outward appearance of the building being foremost in mind.
4. If the Board of Directors determines a deck enclosure is not maintained properly and is becoming a distraction from the appearance of the building, the board will notify the Unit Owner in writing of such defects. Unit Owners must, within seven (7) days, forward to the board a work order confirming repairs will be made. If the owner does not comply with the notification, it shall be the option of the board to: (A) Clean or repair the enclosure at the expense of the Unit owner, or (B) Remove the entire deck enclosure at the owner's expense.
5. Each Unit Owner, requesting a deck enclosure, will be given a copy of these rules for their records. The Unit Owner will be required to sign and date a copy for the Association records.

**Water** – If your unit is going to be unattended for 24 hours or more please turn off the water to your unit to prevent undetected leaks.

**Noise** – In consideration of other residents, cease any activity that generates loud noise by 10:00 P.M. When entertaining company with younger children, please do not allow the children to run in the hallways, inside or out of your units. Likewise, children should never be allowed on elevators unattended.



**Garbage** – Should be bagged and tied. All garbage must be placed inside the dumpster. The hauler will charge extra for trash placed outside the dumpster. **No contractor construction materials, no furniture or appliances.** From November 1st thru March 31st you may use the garbage bin (trash only) provided in your garage designated area.

**Recyclable Trash** – Broken down cardboard boxes, paper, plastic containers, cans, and glass are allowed. NOT ALLOWED: plastic bags, Styrofoam and foil.

**Flooring** – Approved 4/11/2016

We live in residences that share walls, floors and ceilings. All residents need to be vigilant to control noise and be courteous to their neighbors. Hard surfaces are allowed in all units, however, in the event of noise transmission complaints the Board reserves the right to require individual unit owners to take steps to reduce noise by requiring padded carpet area rugs, padded carpet hall runners, padded legs on chairs and tables and other measures as might be useful in noise reduction.

When replacing floors all residents are required to observe the following rules:

1. Check all floors for squeaking areas and prior to floor surface replacement have screws applied to floor decking to eliminate/reduce squeaks.
2. Apply quality sound isolation material under all hard surface area installations.
3. Apply quality carpet padding under carpets.
4. Ceramic tile is strongly discouraged in 2nd and 3rd floor locations where chairs will be moved across the floor as rattling chair legs are almost impossible to control over the grout joints.

**Lodge** – Adopted 10/1993 -All guests must be accompanied by a resident when using the Lodge. The Lodge can be used for activities that are primarily for the benefit of our residents; not for profit.

**Lodge Key** – **If this key is lost there is a \$100 fine to replace it.** Keys must not be given to guests or relatives to use the lodge or pool.

**Exercise Area** - Exercise room is for resident's use only. No food is allowed. Water bottles are allowed.

### **Fireside Room Reservation** – Adopted 10/1993

1. Reservations for the Fireside room do not include use of the Loft and Pool Area. You must accompany your guests at all times.
2. The fireside room may be used by residents at any time EXCLUDING holidays for a group of 25 or fewer individuals without a reservation. The Fireside room may be used without a reservation for 12 or less people on the following holidays: Memorial Day, July 4th, Labor Day, Thanksgiving Day, Christmas Eve and Day, or New Year's Eve and Day.
3. The Fireside room may be reserved for the exclusive use of your group of friends, regardless of number, by making an advance reservation at the Office.
4. No pets allowed in the Lodge.
5. Follow the Lodge Use rules posted on the refrigerator. Clean up all spills immediately. If the spill cannot be cleaned up, report it to the manager. Residents inviting a group larger than 25 to meet in the Fireside room should realize that a group of this size effectively denies the use of the room to others. Reservations must be made through the Office, during business hours. Clean-up or repair costs will be assessed to the resident.

### **Pool, Spa and Sauna** -

1. All guests must be accompanied by a resident when using the pool or spa.
2. Children are not allowed except for resident's children, grandchildren & great grandchildren.
3. Babies in diapers are not allowed in the pool.
4. Children under the age of 5 are not allowed in the spa.
5. After 8:00 P.M. adults only in the pool and spa. After 11:00 P.M. residents only.
6. No food or beverages are allowed in the pool or spa area. Water bottles are allowed.
7. Sauna is for residents use only.
8. No pets allowed.
9. The pool cannot be used for any professional instructions.

### **Cars – Car Wash – Parking**

1. The car wash facility is for residents only and is operational during Spring, Summer and Fall.
2. No soap, including biodegradable soap, or chemicals are allowed since the water drains into the creek.
3. Turn off water when done and clean up area.
4. No car repairs, oil changing, etc. on the condominium premises.
5. No excessive oil leakage from vehicles will be tolerated.
6. No large trucks, trailers, boats, motor home, or like vehicles shall be parked for more than 72 hours on the premises.
7. If you have a guest staying with you for over 72 hours, you must notify the office of their car being parked here along with the plate number.

### **Building Garages –**

1. Vehicles must not protrude past the post line of your parking area.
2. Park in the middle of your parking space, between the yellow lines.
3. A broom and shovel are provided to remove snow from underneath the automatic door to keep it functioning properly.
4. Garage Fire exit doors are to be used only for emergencies.
5. Always obtain permission before parking in or blocking another resident's garage stall.
6. Return the building shopping cart to designated area and hook up with bungee cord.
7. From November 1st thru March 31st you may use the garbage bin (trash only) provided in your garage designated area.
8. All items must be stored inside your garage storage locker.
9. Walkway in front of your storage unit must not be used for permanent storage of personal items.
10. Garage overhead doors are a part of our building security and should be left down when not in use by a resident or contractor.

### **Penalties for Violations –**

The Board of Directors and Manager have an obligation to see these rules are followed. Rules will be enforced by the following actions:

1. First Offense – Verbal warning
2. Second Offense – Letter notifying of Violation
3. Third Offense - \$100 Fine
4. Fourth Offense - \$200 Fine
5. Legal action

### **Dispute Resolution Procedure –**

1. Talk with your neighbor. If this does not resolve the issue,
2. Talk with manager. If the manager's efforts are ineffective,
3. Write a letter to the manager who will share with the Board. The board will then take action.

# General Information

**Insurance** – An HO6 or HO8 policy is recommended for your unit and contents. Maplewood Village has a blanket property insurance on the building and common elements.

**Air Conditioning Drains** - It is recommended you check your AC drains on a regular basis; especially during hot weather. **Residents may be responsible for damages caused by air conditioning drain leakage.**

**Refrigerator** – Please be mindful ice makers can cause a lot of water leaks. The tube that runs to your refrigerator from the connection on the wall can cause a water leak. Moisture detecting alarms are available (at home improvements stores) for purchase.

**Vacations** – If you will be gone for more than a month, it is recommended you have someone come in to flush the toilet, run water in the sinks, etc. since the traps can become dry from water evaporation sewer gas could accumulate in your unit. If gone during the winter months, you may set your thermostat on low but DO NOT TURN IT OFF completely.

**Feeding Animals** – According to the Iowa Department of Natural Resources it is illegal for us to feed Iowa wildlife. This includes the animals we encounter here at Maplewood: ducks, swans, geese, rabbits, foxes, squirrels, etc. Regular bird feeders attract not only birds but also the afore mentioned wildlife. **DO NOT FEED THE ANIMALS.**

**Green Belt Area** – The Green Belt Area is owned by Mill Pond and is available for Maplewood residents use. Handicap vehicles are allowed, but no skateboards or bicycles. Feeding of birds and animals is restricted in order to discourage them from hunting food and soiling the area around the buildings.

## **Tree and Landscape Committee [TLC]**

The purpose of the TLC is to maintain and improve the Maplewood Village grounds by providing information and recommendations to the MV Manager and Board. Provide volunteer assistance as may be appropriate.

TLC is open to all residents and all are invited to attend meetings and provide inputs. Committee decisions will be made based on a vote conducted of members present.

This document establishes guidelines under which the committee will operate.

Activities to be done independently by the committee without board approval:

1. Determine when and how minor pruning is to be accomplished on individual trees.
2. Remove individual trees which are diseased or dying if the committee can do so safely without danger to personnel and MV property.
3. Recommend larger or "difficult location" trees for professional removal.
4. Determine the species and size of trees and shrubs to be planted as replacements for 1 or 2 tree groupings in any area.
5. Determine the location for individual new/replacement trees.
6. Recommend to the board the species and size of trees and shrubs to be planted as replacements for 3 tree or larger groupings in any area. (Example – Replace visual/sound barrier hedge along I-35)
7. Purchase trees, shrubs, plants and related landscape material for volunteer hand planting within the budget limitations established annually by the board.
8. Within guidelines approved by the board, promote a voluntary "Adopt-a-Tree" program to allow residents to contribute toward new trees or shrubs. Any cash contributed will be turned in to the office for accounting and funds will not be maintained by the committee.
9. Establish and maintain a small tree nursery of approximately 10 ft by 30 ft. Recommended location is along our property line northeast of the garden.
10. Maintain open communication with the board/management to help meeting our goal of improved Maplewood Village grounds.

The Committee may not:

1. Obligate Maplewood Village to any contract for professional services.
2. Independently implement any broad program substantially affecting the MV campus. (Example EAB treatment plan.)
3. Independently implement changes that substantially change the character of the MV campus.
4. Engage in any activity that might reasonably be expected to result in injury to residents, committee members or MV property.
5. Allow volunteer members to participate in activities on the MV grounds unless they have agreed to and signed a waiver of liability form.

## Garden Committee – Updated 5/19/2016

The garden plots of Maplewood Village are provided by the Association free of charge to interested residents who will properly care for a garden plot. There are plots at ground level and raised garden plots. The Maplewood Village garden area is a lovely community effort developed by residents. It is important each area be maintained to enhance the overall beauty of the entire complex & to be enjoyed by residents/visitors to Maplewood Village. The following guidelines outline the rules regarding garden use:

### Annual Meeting

1. The annual meeting for garden plot allocation will take place within the first two weeks of March with final determination of plot use by April 1st.
2. Notice of the annual meeting will be posted in all buildings one week prior to meeting date.
3. Individuals interested in gardening a plot, must be present at the meeting.

It is not assumed because an individual had a garden the previous year that individual desires the same plot the next year. In the event an individual cannot attend the annual meeting due to unforeseen circumstances (illness), written notice or phone call of intent must be provided to a committee member prior to the annual meeting.

4. Copies of garden guidelines will be provided to all new gardeners, the manager, and available for seasoned gardeners. Copies will be available at the annual garden meeting. Presence at the meeting serves as an agreement to follow these guidelines.

### Garden Plot Designation

1. One plot is allowed per unit. The owner has the right to the same plot the following year.
2. Extra plots will be distributed by the garden committee to interested parties after the annual meeting with final determination of all plot designations by April 1st.
3. Maps of plot designation will be posted in the garden storage shed.

### Garden Maintenance

1. Gardeners are expected to keep their plots clean, free from weeds, overgrowth into adjoining gardens, and free from rotting fruit.
2. After use garden tools must be properly cleaned prior to returning to garden shed. Misuse of garden tools should be reported to the garden committee.

Replacement of tools will be at the discretion of the committee.

3. Inspections by the garden committee will be completed monthly. Garden owners with overgrown weeds, rotting fruit, or excessive overgrowth will receive written notice and will have 2 weeks to clean their garden. In the event the individual does not respond or refuses to respond, they risk losing the garden plot the following year. This will be determined by vote of committee members with written notice of revoked garden privileges sent to the individual.
4. Garden vines and other waste must be removed and placed in bags for disposal. Bags must be placed neatly on the North end of Building #5 (placed on the rocks next to Building #5 garage).

### Season Clean-Up

1. At the end of the gardening season (late September or October) a notice will be posted on the garden shed concerning garden clean up. All individuals who have a garden will be expected to clean their plots and remove annual vegetation. Individuals who do not clean their plot in the fall will be assessed \$25 and will forfeit their garden plot the following year. The collected funds will be used for garden maintenance and replacement fees.

## **Social Committee**

The purpose of the Social Committee is to plan and supervise all social activities of Maplewood Village, to receive and maintain any money resulting from these social activities and report to the Maplewood manager and Board of Directors. Membership is composed of one building representative and no more than four members from each building. President, Vice-President, Secretary and Treasurer are elected each year in June from these members.

Every year the Social Committee gives each building money to purchase outside Christmas decorations. Money for spring flowers for the pots in front of all the buildings is also distributed.

Decorating the Lodge for the seasons is done by the Social Committee. Annually they hold a salad luncheon and have a guest speaker. The Social Committee oversees breakfasts, dinners and other activities at the Lodge.



# Maplewood Village Condominiums

## Signature Page

New owners are required to sign and return this signature page to the Maplewood Office *prior* to occupancy.

I have read and acknowledge the Rules, Bylaws, Declarations and Articles. I understand that this document is a binding contract that is enforceable under the laws of the State of Iowa. I understand that violations of the above may result in fines and repeated violations will result in legal action to address any issues.

Unit Owner:

(Print) \_\_\_\_\_

(Signature) \_\_\_\_\_

Date \_\_\_\_\_ Bldg & Unit # \_\_\_\_\_

Phone # \_\_\_\_\_

Note: The appointed Board of Directors has the right to create, change and enforce guidelines as deemed necessary for the good of the owners. Failure to sign and/or refusing to sign this acknowledgement does not exempt you. Failure to pay any fine levied will result in legal action to collect, and/or a lien against your unit.

Maplewood Village Condominiums, 413 SE Delaware Ave., Ankeny, IA 50021

Sample  
Obtain a signable copy  
in the office.

# Appendix

## Maplewood Village

Six Residential Buildings Housing 173 Units

Lodge: Social Center, Swimming Pool/Spa, Exercise Room, Office  
Grounds, Streets, Sidewalks, Car Wash, Dumpsters

This is a brief overview of Maplewood's documents-the Declaration, Articles of Incorporation, Restated Bylaws as recorded\*-and other information and rules. This is not a legal document. It is to be used for quick reference only.

Sources of information and quotes are indicated. Example: Articles of Incorporation, Paragraph 1.

Exact wording from the documents is in quotation marks" "

. . . indicates words were left out from a quote.

. . . . indicates words left out followed the end of a sentence.

\*Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village filed April 23, 1985 in Book 5447 at Page 483 and Book 5452 at Page 301 in the records of Polk County, Iowa.

Articles of Incorporation and Restated Bylaws of Maplewood Village Condominium Association filed for record Polk County August 29, 1997.

Maplewood Village Condominium Association is an Iowa non-profit corporation Declaration (1) B. Definitions (2) under Chapter 504A, Code of Iowa (1983). Articles of Incorporation, Paragraph 1. The corporation is engaged in "the management, maintenance and care of the property of Maplewood Village, a horizontal property regime located in Ankeny, Iowa" Articles of Incorporation, Article IV. and "pursuant to Chapter 499B, Code of Iowa, 1983, entitled "Horizontal Property Act (condominiums)." Declaration, Paragraph 1.

"The Owners of the condominium Units covenant and agree that the administration of the condominium regime shall be in accordance with the provisions of the Act, this Declaration, the Articles and Bylaws of the Association . . . and any administrative rules and/or regulations adopted or approved by the Board of Directors." Declaration (29) Agreement.

"A unit Owner shall automatically, upon becoming the Owner of a condominium Unit or Units, be a member of the Association . . ." Declaration (6) Membership and Voting and Articles of Incorporation, Article V. Membership.

### **Restrictions**

Consistent with the Housing for Older Persons Act of 1995: Final Rule, provided by the Department of Housing and Urban Development as Directive FR -4094- F02 . . . "Of the 80% of the occupied units required to be occupied by at least one person age 55 or older, all additional occupants must be over the age of 30. Of the remaining 20% of the occupied units, no occupant shall be under the age of 30." November 15, 2000 Clarification to Eighth Supplement/Amendment to the Declaration, filed April 30, 1999, Book 8201, Page 759.

"The Condominium Units shall be occupied and used by the respective Owners only as a private dwelling for the Owner and their spouse, and no other purpose. The respective condominium units shall not be rented or leased. There shall be no guests/tenants allowed after the Unit has been vacated by the Owner. The Board of Directors has discretionary authority to allow immediate family to stay in the Unit during transition to a new owner." Declaration (8) Use of Units, Ninth Supplement/Amendment filed July 15, 2003.

No business, profession or trade shall be permitted upon the Property except as permitted by applicable zoning ordinances and then only if there is no noise, smell or other objectionable conditions that may result therefrom. Restated Bylaws. Article VI. Use and Occupancy Restrictions. Section 8. Business.

## **Condominium Ownership-Units and Common Elements**

Each Unit Owner has "exclusive ownership and possession of his or her unit." Declaration (7) Ownership of Units. A Unit is an "enclosed space," the boundaries of which "are the unfinished interior surfaces of its perimeter walls, floors and ceilings." Declaration (1) B. Definitions (17). Each Unit Owner owns "the walls and partitions which are contained in his or her Unit" and "the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper or paneling." Declaration (7) Ownership of Units.

and

Each Unit Owner owns "an undivided interest in the Common Elements, both limited and general . . . expressed as a percent and owned by the Unit Owners as tenants in common. . . . The ownership of each Unit shall not be conveyed separately from the percentage ownership in the Common Elements." The percent is determined by "multiplying the square footage of the Unit by 100 and then dividing the product by the total square footage of all Units within the regime." Declaration (12) Ownership of the Common Elements, First Supplement/Amendment filed March 12, 1986.

Common Elements "means all of the Property except for the Units." They include the parcel, foundations, floors, exterior walls of each apartment and of the buildings, roofs, halls, lobbies, stairways, entrances and exits, garages, streets, sidewalks, parking, gardens, cold and hot water, heating A/C units in the common areas, pumps, dumpsters, Declaration (1) B. Definitions (6) a.b.c.e.f. elevators, the lodge, "undecorated and/or unfinished surfaces of the perimeter walls ... pipes, wires, conduits or other public utility lines running through" a unit "which are utilized for, or serve more than one condominium Unit." Declaration (7) Ownership of Units. "Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners . . . Declaration (14) Use of Common Elements.

Limited Common Elements are "all Common Elements serving exclusively a single Unit . . . the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit" . . . Declaration (1) B. Definitions (10) such as balconies, patios, storage spaces, garage spaces.

## **How the Property of Maplewood Village Is Administered**

"The property and business of the Association shall be managed by the Board of Directors. The Board shall consist of at least four (4) members and no more than seven (7). Directors shall be elected at the regular annual meeting of the Association by majority vote. A Director shall be a Unit Owner or the spouse of a Unit Owner and shall serve a term of three (3) years." Restated Bylaws. Article III. Board of Directors, Section 1.

"Any vacancy occurring in the Board shall be filled by a majority vote of the remaining members thereof. Any Director so appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds." Restated Bylaws. Article III. Board of Directors, Section 2.

The Board shall have the following powers and duties:

- A. To elect and remove the officers of the Association
- B. To administer the affairs of the Association and the property
- C. To engage the services of a manager . . .
- D. To formulate policies . . .
- E. To adopt rules and regulations . . . and to establish penalties
- F. To provide for the maintenance, repair and replacement of the Common Elements . . .
- G. To provide for . . . hiring and removal of . . . personnel, including accountants and attorneys, and to . . . contract for services . . . make purchases, and to delegate any such powers to the Manager.
- H. To appoint committees of the Board . . .
- I. To determine the fiscal year of the Association
- J. To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares . . .
- K. To exercise all other powers and duties of the Association . . . referred to in the Horizontal Property Act of the State of Iowa and all powers and duties of a Board of Directors referred to in the Declaration and Bylaws. Restated Bylaws. Article III. Section 7.

### **Common Expenses of the Regime Defined**

Common Expenses include "All sums lawfully assessed against the Common Elements . . . expenses of administration and management, maintenance, operation, repair or replacement of and additions to Common Elements . . . pest extermination and control . . . common utility services . . ."

And

". . . reserve funds for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis." Declaration (1) B. Definitions (7)-roofs, water heaters, heating A/C units in the common areas, sidewalks, streets, carpets and wallpaper in the common areas, etc. Further explanation in Declaration (24) Maintenance, Repairs and Replacement and (25) Streets, Parking Areas, Sidewalks.

Also

"Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure . . ., such acquirer of title . . . shall not be liable for the share of common expenses . . .chargeable to such Unit which became due prior to the acquisition of title. . . Such unpaid share of common expenses . . . shall be deemed to be common expenses collectible from all of the Unit Owners." Declaration (20) Liability of Mortgagee for Common Expenses.

### **How the Common Expenses Are Paid**

"The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association . . . ." and "provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board." Restated Bylaws. Article V. Assessments. Section 1. Annual Budget.

"The Association shall assess each Unit Owner . . . for his or her proportionate share of the common expenses . . . ." Declaration (18) Assessment for Common Expenses A.

Supplemental Budget. "In the event that during the course of any year, it shall appear to the Board that the monthly assessments . . . are insufficient to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of the supplemental budget shall be furnished to each Unit Owner and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share." Restated Bylaws, Article V. Assessments, Section 4. Supplemental Budget.

**Special Assessment.** Unit Owners vote to approve or disapprove of special assessments. "In addition . . . , the Association may levy in any assessment year special assessments for . . . (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, . . . or (2) any expense of any other contingencies; provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the co-owners present at a meeting duly called for this purpose. Declaration (18) Assessment for Common Expenses B.

"Each Unit Owner shall pay his or her proportionate share of the common expenses . . . No Unit Owner may exempt himself from liability for his or her contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his or her condominium Unit." Declaration (17) Common Expenses A and C.

"All sums assessed by the Association but unpaid . . . shall constitute a lien on such Unit prior to all other liens except only (1) tax liens . . . , and (2) all sums unpaid on the first mortgage of record." Declaration (19) lien for Assessments for Common Expenses.

### **Responsibilities of Unit Owners**

"Each Unit Owner shall pay his or her proportionate share of the common expenses . . ." Declaration (17) Common Expenses A.

"Each Unit Owner shall be entitled to vote in all matters required to be approved by the Unit Owners . . . Each Unit shall have one vote, regardless of the number of Owners." Declaration (6) Membership and Voting.

Unit Owners elect the Board of Directors. "Directors shall be elected at the regular annual meeting of the Association by majority vote." Restated Bylaws. Article III. Board of Directors, Section 1.

Unit Owners vote to remove board members from the Board. "Any Director may be removed from office without cause by the vote of two-thirds (2/3) of the members entitled to vote." Restated Bylaws. Article III. Board of Directors, Section 4.

Unit Owners vote to amend the Declaration and the Bylaws. "Amendment(s) of a material nature ... must be agreed to by Unit Owners representing at least 67 percent of the total allocated votes in the Owners' Association." Declaration (30) Amendments.

"These Bylaws may be amended from time to time by a simple majority vote of the Unit Owners only after twenty (20) days written notice . . . setting forth the proposed amendment." Restated Bylaws. Article VIII. Amendments.

Unit Owners vote to approve or disapprove of other certain expenditures. "The Board shall not approve any expenditures in excess of twenty-five thousand dollars (\$25,000), unless required for emergency repair, protection or operation of the Common Elements, nor enter any contract for more than five (5) years without the prior approval of sixty-seven percent (67) of the total ownership of the Common Elements." Restated Bylaws. Article V. Assessments. Section 5. Expenditures.

"Each Unit Owner . . . shall furnish and be responsible for all decorating within his or her own Unit and Limited Common Elements serving his or her Unit . . . and shall maintain said interior surfaces in good condition . . . drape all outside windows . . . or, shall cover same with dark colored Pella slim shades (or equivalent). All draperies in outside windows shall be lined with white linings or under drapes." Declaration (11) Decorating.

"No Unit Owner shall decorate the portions of the balcony or patio of his or her Unit visible from outside such Unit in any manner which detracts from the appearance of the Building, and the determination of the Board of Directors on such matters shall be final." Declaration (11) Decorating.

". . . no alteration of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board of Directors." Declaration (26) Alterations, Additions or Improvements.

"Any Unit Owner may make alterations, additions or improvements within his or her Unit (including minor alterations to the perimeter walls of his or her Unit caused by nails, screws, staples, and the like) without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements . . . resulting from such alterations, additions or improvements, and must remove" same "if requested . . ." Declaration (26) Alterations, Additions or Improvements.



## **Penalties For Violations**

"If it appears that over-usage, abuse or impolite activities are offensive to any of the residents, the offenders may be fined and/or denied use of the facilities by the Manager through the Board of Directors." Statement in Owners' Book.

"Failure to comply . . . shall be grounds for an action to recover sums due, for damages, or for injunctive relief. . . . the Board of Directors shall and do have the authority to levy fines for violations . . . These fines shall be in accordance with 'Schedule of Fines' listed on page 12 of this rules book.

"All sums assessed by the Association but unpaid ... shall constitute a lien on such Unit prior to all other liens except only (1) tax liens . . . , and (2) all sums unpaid on the first mortgage of record." Declaration (19) Lien for Assessments for Common Expenses; also Restated Bylaws Article V. Assessments. Section 6. Lien.

"The Owners' Association or any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of this Declaration, the Association Articles, the Association Bylaws, or the decisions made by the Association. The Unit Owners also have a right of action against the Association for non-compliance or non-enforcement of this Declaration, the Association Articles, the Association Bylaws, or the decisions of the Association itself.

"The successful litigant to such an action shall, at the discretion of the court, be entitled to reasonable attorney's fees, court costs and reasonable expert fees, if any."  
Declaration (31) Rights of Action.