

RULES AND REGULATIONS FOR PALMER HILLS PLACE CONDOMINIUMS OWNERS' ASSOCIATION REVISED by the Board of Directors March 12, 2024

These Rules & Regulations apply to All Occupants, (Shall mean owners, renters, and their guests.)

Paragraph (1)

Only licensed vehicles, bikes or other modes of transportation may be parked in the areas provided for that purpose and shall not be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle. In the garage areas, an enclosed storage cabinet may be placed against the wall in front of the unit's car provided the cabinet does not interfere with the placement of the car or access to the garage thermostats. No household items such as furniture/appliances or an **excessive amount of other items** are to be stored in the garage or in resident parking spaces. Residents are to use their storage units to store extra items. **A 14-day notice will be given for removal, and if not removed, the Association will remove at the owner's expense.** Any exceptions to this must be approved by the Board. No boats, trailers, recreational vehicles, motor homes or semi-trailer trucks shall be parked or stored anywhere in the parking areas or on the premises of the condominium complex known as Palmer Hills Place Condominiums. Vehicles must **NOT** extend beyond concrete pillars in the garages.

Paragraph (2)

Satellite dishes, radio or television antenna or any wiring **CAN NOT** be installed on the exterior of the buildings, roofs or decks without the consent of the HOA board. They must be installed on the side or back of the buildings on the ground. Owners are responsible for making sure the providers are placing the satellite dishes in approved areas. Any such equipment installed improperly will be removed at the homeowners expense.

Paragraph (3)

Unit owners are reminded that alteration and repair of the buildings are the responsibility of the Association, except for the interior of the units. No structural change of any kind is to be done upon the exterior building, walls or upon the interior walls without first obtaining the approval of the Condo Association Board.

Paragraph (4)

No unit occupant shall make or permit any disturbing noises in the buildings or on the premises or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other unit occupants. Constant dog barking is prohibited, Playing any musical instrument, stereo, radio, TV or gaming system in a disruptive manner is also prohibited. Deck ornaments that make noise are prohibited, example wind chimes.
Be a considerate neighbor.

Paragraph (5)

Personal items including **rugs and decorative items** are prohibited in main hallways which may impede unrestricted passage along such hallway. The hallways are the fire/emergency exits and must be clear of all obstructions.

Paragraph (6)

Occupants shall not cause or permit any unusual or objectionable odors to be produced upon or to emanate from their respective units.

Paragraph (7)

No birds, reptiles, rodents shall be kept as pet(s). No animals or reptiles of any kind shall be raised, bred or kept for commercial purposes in any units or in the common and uncommon elements. Any occupant's pet causing/ /creating a nuisance, overly aggressive to others or causing owner complaint(s) will be dealt with by the Board of Directors. Anyone in violation of any pet rules will be assessed a monthly fine of \$100.00. If accrued, interest will be added at 10% each month. Further noted in the By Laws—Article VI, #2, Pg. 7, last sentence of 1st Paragraph, reads: "All unpaid assessments will become a lien on the property and will remain on the property until paid and will become public notice to all members of the Association."

A dog is not to weigh more than 35 pounds.

Homeowners/renters are allowed these combinations: one dog and one cat or two cats.

Homeowners/renters must obtain the condo board approval for two dogs.

Dogs must be on a leash when on the outdoor premises and in the common elements (hallways, garages, etc.)

Clean up and remove all messes/pet eliminations in the interior and exterior areas of the complex. This includes the two empty lots. A minimum of \$25.00 fine will be charged for not following this requirement.

Proof of Rabies/vaccinations are required and must be presented if an incident of a scratch/bite or severe wound is evident on any occupant. Dog owners will be fully responsible for any victim's legal action or medical costs. No dog is allowed unattended on decks.

Loud and excessive barking is not permitted and may result in fines.

Visitors with dogs do not have to abide by the 35lb. weight restriction, but must follow the behavioral requirements. Visit time will be limited to one week.

No cat boxes or potty pads are allowed on the decks

No cat shall be allowed to roam the exterior premise or left unattended on the decks.

Feral cats have been observed on the complex from time to time and could be a danger to your cat(s). **DO NOT FEED THE FERAL CATS, OR YOU WILL BE FINED \$25.00.** **ALL OCCUPANTS ARE ASKED TO BE COURTEOUS AND RESPONSIBLE. IF ANY OF THESE REQUIREMENTS ARE NOT ADHERED TO, THE BOARD OF DIRECTORS SHALL HAVE THE POWER TO SERVE OWNERS WITH AN INJUNCTION.**

Paragraph (8)

The elevator shall not be stopped or held for any non-emergency. This includes, but is not limited to, moving furniture and other items during move-in or move-out days.

Paragraph (9)

No signs of any kind may be displayed anywhere in or on the Association's buildings or grounds **EXCEPT FOR OPEN HOUSE SIGNS ON OPEN HOUSE DAYS.** An owner may place **one** "For Sale" sign on **one** inside window of their unit at any time.

Paragraph (10)

Smoking is prohibited in all Common Elements of the Complex. This includes the **Hallways, Stairways, Back Steps, Front Steps, Elevator, Garage and Storage Areas.** Items cannot be thrown from the decks. Smoking remnants shall be picked up and disposed of properly and safely by the smoker. Smoking should only take place in the units or on decks.

Paragraph (11)

Deck Carpeting: No attached carpeting is permitted on the decks. Outdoor area rugs are permitted but cannot be attached to the decks. They must be removed from the deck for the winter.

Paragraph (12)

The cul-de-sac is a one-way circle and is city owned. When exiting, the police could ticket drivers turning left into the cul-de-sac. The parking inside the cul-de-sac is Association property.

Paragraph (13)

The washing of any vehicles is not allowed in garages, on driveways, parking lots or anywhere on the premises.

Paragraph (14)

All bird feeders are prohibited anywhere on the buildings or grounds. The goal is to keep birds from nesting in or around the buildings. Many species of birds love to nest in the vents, eaves and similar places on the buildings. Bird feeders can also make a serious mess for neighbors below you.

Paragraph (15)

Umbrellas over tables on the decks or free-standing umbrellas with a base are not to be left open when unattended. Any damage done by the umbrellas/base/tables/chairs/potted plants is the responsibility of the owner. Tents, tarps, pergolas, etc., are not allowed. ASSOCIATION FLOWER POTS CAN ONLY BE USED FOR REAL FLOWERS. NO HERBS OR VEGETABLES CAN BE PLANTED IN ANY AREA OF THE COMPLEX. Plant in a pot on your deck if you wish.

Retractable awnings must be approved by the HOA board. They must not compromise the integrity of the building. They are to be a solid tan color, no bright colors or stripes. The awning becomes a permanent fixture of the condo.

Paragraph (16)

The President of the Association must be notified with any changes in the occupancy of owner or rental units.

No leasing of units by owners has been allowed after August 1, 2013 (Declaration Article IX Section 2 (b)). **Owners leasing units prior to this date are reminded to comply with the rental requirements of the Bettendorf City Code.** Owners must provide necessary information on the lessees including names, phone numbers, e-mail addresses and emergency contacts with phone numbers.

LEASED units are to house a single adult, two adults or a single family dwelling only. No "revolving doors" are permitted.

Owners are responsible for providing their lessees copies of the current Rules and Regulations, Bylaws and Condo Board information and should include language in the Rental agreement that tenants must follow the Association's Bylaws and Rules and Regulations. Only people on the lease can occupy the units. Owners selling are to provide copies of the Bylaws/Declaration/Rules & Regulations documents to the new owner.

Paragraph (17)

The unit owner must pay their Association HOA fee by the first of each month. These must be postmarked no later than the fifth of each month. A late fee of 10% interest will be added after the fifth of the month and will compound monthly until the fee is paid. Depending upon the amount owed, a lien will be placed on the property. The bookkeeper will email or mail a month statement to those owners in arrears. If you use "bill pay," please instruct your financial institution to withdraw the \$235.00 on the 20th of each month to ensure the payment reaches the Association on time. This is the best way to avoid a late payment penalty,

Paragraph (18)

If a resident is going to park a “different” car in their parking place, they should be courteous and inform their **Bldg. Rep.** to avoid any security worries.

Paragraph (19)

Charcoal grills are prohibited on the decks. Grilling on the decks is allowed only with **electric or gas grills.** When grilling, do not leave the grill unattended. When in use, please locate the grill **as far away** from the building walls as the deck will allow. You may store the grill on your deck--next to the building, **ONLY after the grill has cooled.** When removing the grill from the unit/building, please cover the bottom of the grill to avoid stains on the carpeting.

Paragraph (20)

If hallway carpets or walls are damaged due to neglect (grease, oil spots, careless activity when moving in or out, etc.) the owner responsible will be held accountable to repair or replace damaged areas at their own expense.

Paragraph (21)

To ensure the ongoing safety of the buildings and its residents, please make sure all doors are fully closed behind you. **It is recommended that automobiles be kept locked whether parked inside or out.** The association is not responsible for missing items from your vehicles or storage closet. Consider keeping your garage door opener out of view while parked outside.

For the security of the building, be sure the door is closing **after** you exit. Occupants are responsible to maintain and replace batteries or their remotes, if needed. For safety, please don't open the garage door until in sight.

Paragraph (22)

A dumpster is provided for each building. Please do **NOT** deposit furniture, mattresses, carpeting, padding, electronic waste or any other large items in or at the dumpster area. **Call 1-800-Got Junk. Any Carpet/Padding, Appliance, Carpentry material must be taken off the premises by the installer.** Please **flatten all cardboard boxes** to save space in the dumpsters. Scott County Recycling center is located at 5640 Carey Ave., Davenport, IA.

Paragraph (23)

OWNERS/OWNERS WITH RENTERS must provide proof of insurance as required by the Board. New owners and renters must provide this information to the Board within thirty (30) days of moving in. Please mail to PHPCOA, PO Box 496, Bettendorf, IA 52722—Attn. Insurance.

OWNERS WITH RENTERS must notify the Board when renters move out and new renters move in. Owners must provide the following information to the Board: **renter names, phone numbers, e-mails and emergency contacts of their renters.** Owners and renters are to be given a copy of the Rules & Regulations and are required to follow them.

Paragraph (24)

Owners are responsible to maintain and replace such appliances as needed as well as the water heater, which should be checked on a regular basis for leaks. **If replacing the water heater, it is the owner's responsibility to install a catch basin under the hot water heater, as well as be responsible for all damages including walls, ceilings, painting replacement, etc.** See Declaration--Article VIII-3 (c). Check with your insurance companies to make sure you have water damage coverage for your unit as well as other units/common areas which may also have been damaged.

Maintenance on furnaces, air conditioners and fireplaces **should be done on a yearly basis and is the responsibility of the owners. This includes all ducts leading in or out of the Units from the owners' washers/dryers, heating and fireplace vents.** See Article VIII-3. (b) of the Declaration. **Lint traps are to be emptied after each use.** Clogged vents may result in a fire.

Paragraph (25)

When a problem exists in your building, the HOA board and your Building Representative are to be notified immediately. They will notify the appropriate person or company to handle the problem.

If there is an elevator problem, refer to the Elevator Info flyer next to the elevator.

Paragraph (26)

In the event of a water problem, all occupants should become familiar with the water shut-off valves in their condos **AND** in the double door closets labeled **Sprinkler Room/Water Meters** in their garages.

Paragraph (27)

Residents on 2nd and 3rd floors who have potted plants on their desks are required to have trays under each plant so the water won't leak to decks below when watered.

Paragraph (28)

Skateboarding is not permitted in the parking lots or garages because of liability.

Paragraph (29)

Fireworks are not allowed on the property of Palmer Hills Place Condominiums.

Paragraph (30)

Palmer Hills Place Condos are designed to be owner occupied only by a single adult, two adults, or a single family dwelling.

Unoccupied units may not be used as time shares, Airbnb, Vrbo or any other entity.

Paragraph 31

A “moving sale” of any kind is not permitted in our complex.

Paragraph 32

Live Christmas trees and wreaths are **NOT** allowed due to a potential fire hazard.

These Rules and Regulations above have been approved and amended by the Board of Directors of Palmer Hills Place Condominium Owners' Association on September 16, 1999 June 3, 2006* July 22, 2008* August 6, 2009* July 12, 2012* July 11, 2013* July 10, 2014* July 14, 2015* November 30, 2016* October 10, 2017* June 12, 2018* April 9, 2019* September 8, 2020* & September 21, 2021.
March 12, 2024*