

THE RIVER BEND CONDOMINIUM OWNERS' ASSOCIATION HANDBOOK

Rules, Regulations & Forms



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DISCLAIMER: UNIT OWNERS ARE RESPONSIBLE TO ACT IN ACCORDANCE WITH THE COVENANTS CONTAINED IN CONDOMINIUM DECLARATION AND BY-LAWS. THIS HANDBOOK IS NOT A SUBSTITUTE FOR THEM, NOR DOES IT ADDRESS ALL OF THE MATTERS THEY COVER. THE RBCOA DOES NOT WAIVE ITS RIGHT TO ENFORCE A PROVISION OF THE DECLARATION OR BY-LAWS THAT IS NOT ADDRESSED IN THIS HANDBOOK.

1. Purpose of This Handbook

The River Bend Condominium Owners' Association (RBCOA) Board has prepared this Handbook to provide River Bend unit owners, residents and occupants with basic information about the building, the RBCOA, and the rules and regulations by which our mixed-use community is governed and managed. Some of the terms used in this handbook are defined in **Appendix B**.

All Unit Owners, tenants, occupants, and other persons who come to River Bend are required to comply with the rules and regulations set out in this Handbook.¹ Ignorance of the covenants set out in the Condominium Declaration and By-Laws, or of the rules and regulations set out in this Handbook does not excuse a violation of them.

2. Condominiums under Iowa Law

Iowa's condominium law makes all Unit Owners subject to the provisions of the statute, to the condominium documents filed by the condominium developer, and the rules and regulations that have been adopted in the best interests of the condominium regime.²

3. The River Bend Condominium Owners' Association (RBCOA)

The RBCOA is a condominium owner's association that was created in 2007 when River Bend Investments, LC, the developer, filed the Condominium Declaration document that established the River Bend Condominiums.

4. Board of Directors and Monthly Board Meetings

- a. The board of directors is elected annually and is responsible for carrying out River Bend's short-term and long-term property, financial, legal, and managerial functions.³ The current members of the board are listed in **Appendix A**.
- b. Board meetings are open to all River Bend Condominium unit owners.

¹ Condominium Declaration Article VII(2) states: "All Owners, tenants, guests and other Persons using or occupying the Regime shall be bound by and strictly comply with the provisions of the By-Laws of the Association and applicable provision of other Condominium Documents, and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other Persons." Condominium Declaration Article V(2) (b) states in pertinent part: "No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents."

² Condominium Declaration Article X(5) provides that the Board of Directors may enact rules and regulations that do not restrict the rights of an Owner in the use of his or her own unit, when the Board deems that such rules and regulations are in the best interests of the River Bend Condominiums, and that it may impose fines and penalties for violations of those rules and regulations. It also provides that the Association membership, by an affirmative vote of 75% of the ownership interests may adopt rules and regulations that limit or restrict the rights of an owner in the use of his or her unit.

³ Condominium Declaration Article VII, Section 6 states: "The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-Laws."

5. Rules and Regulations

- a. The Board of Directors may adopt rules and regulations that do not restrict the rights of an Owner in the use of his or her own unit, when it deems that such rules and regulations are in River Bend's best interests.⁴ The Board may also adopt and impose fines and penalties for violations of those rules and regulations.
 - i. Before the Board may adopt a rule or regulation pertaining to use of the common elements, it must give all members ten days written notice of the subject matter and a copy of any written proposal, with the date, time, and place of the board meeting at which proposes to consider for adoption.
 - ii. The Membership may pass a motion to revise or nullify a rule and/or regulation adopted by the Board. Passage of such a motion requires an affirmative vote of more than 50% of the ownership interests.
- b. The Membership may adopt rules and regulations that limit or restrict Unit Owner's rights in the use of his or her own unit.
 - i. Before the membership may vote on such a rule or regulation, the Board must provide members with ten days written notice of the written proposal for the rule and/or regulation, and the date, time, and place of the membership meeting at which it will be brought to a vote.
 - ii. Passage of a motion proposed to enact such a rule and/or regulation requires an affirmative vote of 75% of the ownership interests at a membership meeting.

6. Annual and Special Membership Meetings

- a. **Annual Meetings** of the membership are customarily held annually in October. Prior to Annual Meetings, the Board must provide the membership with 10 days written notice of the meeting's date, time and location.⁵
- b. **Special Meetings** of the membership may be called at any time by the President of the board of directors, or, in the President's absence or disability, by the Vice President or majority of the board. The President (Vice-President or the majority of the Board, as previously indicated) must call a Special Meeting if it receives a

⁴ Condominium Declaration Article X(5) provides that the Board of Directors may enact rules and regulations that do not restrict the rights of an Owner in the use of his or her own unit, when the Board deems that such rules and regulations are in the best interests of the River Bend Condominiums, and that it may impose fines and penalties for violations of those rules and regulations. It also provides that the Association membership, by an affirmative vote of 75% of the ownership interests may adopt rules and regulations that limit or restrict the rights of an owner in the use of his or her unit.

⁵ By-Laws Article II(1): "The annual and any special meetings shall be held at a time and at a place within Coralville, Johnson County, Iowa, chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof." By-Laws Article II(4) states in pertinent part: "Notice of members' meetings shall be given by mailing or delivering same not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting."

written request for such a meeting signed by members representing 20% or more of the total number of condominium units in the building.⁶

- i. Before holding a Special Meeting, not less than ten (10) days, nor more than thirty (30) days before the date of the meeting, the Board must provide members with written notice that states the purpose(s) for which the Special meeting has been called, and if the purpose involves adoption or revision of a rule or regulation, a copy of the draft of the proposal.⁷
 - ii. No action may be taken at a Special meeting that is not related to the purpose(s) stated in the notice for that meeting.⁸
- c. **Meeting Notice.** A Unit Owner is deemed to have received notice at the time the Board's Secretary or his/her designee mails notice to the member by First Class Mail to the address of his/her Unit, unless at the time of giving such notice the Unit Owner has delivered a written instruction to the Board of Directors or Property Manager, specifying a different mailing address.⁹
 - d. **Electronic Notice.** Members who prefer to receive notice by email rather receive hard copies by mail or delivery must waive service by mail or delivery by submitting to the Property Manager a completed and signed **Authorization for Notice by Email** (see **Appendix J**).
 - e. **Quorum.** A quorum for a members meeting requires the presence in person or by proxy of a majority of the units in the building.¹⁰ If more than one person is owner of the same unit, only one may be counted present for the purposes of determining a quorum, If a quorum is present, motions made at the meeting may be passed by a majority of the votes cast in person or by proxy at that meeting.
 - f. **Proxies.** A Unit Owner may be counted as present for the purpose of determining a quorum in person or by proxy (Appendix I. Proxy Form).

⁶ By-Laws Article II(2): "A special meeting shall be held whenever called by the President or, in his absence or disability, the Vice President, or by a majority of the Board of Directors. Such a meeting must be called by such officers or directors upon receipt of a written request from members representing twenty percent (20%) of the voting membership."

⁷ By-Laws Article II(3): "Notice shall set forth the time and place and purpose or purposes for which the meeting will be held."

⁸ By-Laws Article II(3): "No action shall be taken at a special meeting that is not directly related to the purpose or purposes stated in the notice of such meeting."

⁹ By-Laws Article II(4) states in pertinent part: "Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his Unit within the Regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the Owner of the same Unit or if more than one fiduciary or one official is acting in the premises, notice to such Person shall be deemed to have been given when given in accordance with this Paragraph to the Person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the Person entitled thereto."

¹⁰ By-Laws Article II(5): A quorum at a members' meeting shall consist of the presence of members at the meeting in person or by proxy, representing a majority of the Units.

- i. **Participation by Proxy.** An individual holding a valid proxy to vote shall be permitted to participate in the meeting and cast the Unit Owner's vote(s) on all motions called for a vote at the meeting.
- ii. **Proxy Validity.** A proxy submitted to the Property Manager before a members meeting is valid as long as it is set forth in writing and satisfies all of the following requirements:
 - (1) Signed by the owner of the unit to which the votes pertain or another person entitled to sign the proxy on the owner's behalf,
 - (2) Sets forth the number of the unit to which the votes pertain,
 - (3) Sets forth the period of time the proxy is to be in force and effect,
 - (4) Sets forth the name of the designated proxy holder,
 - (5) Sets forth whether or not the proxy holder may vote on a version of a business item that is different from any draft provided to the membership in advance of the meeting.¹¹
- iii. **Proxy Dispute Resolution.** The decision of the Board of Directors as to the sufficiency of any proxy is final and not subject to appeal to the membership.¹²
- g. **Votes.** At an Annual or Special membership meeting of a Unit Owner is entitled to vote the number of votes allocated to his/her unit on Exhibit "A" to the Condominium Declaration. If the unit has been allocated more than one vote, all votes must be voted as a block (yes or no).

¹¹ By-Laws Article II(6): "By-Laws Article II(6) At any membership meeting, a Person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's votes on all questions properly coming before such meeting, provided such proxy is in writing and signed by a member or other person entitled to cast votes. Said proxy shall also set forth the Unit with respect to which such rights are pertinent, and the period which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members."

¹² By-Laws Article II(6).

7. Common Expense Fees, Installments, Other Charges, Timely Payment, Default¹³

- a. Common Expense Fee Monthly Installments.
 - i. Common expense fees are due in full at the time of assessment, but are payable by owners in monthly installments by check or automatic withdrawal (direct debit) on or by the first day of each month.
 - ii. When an installment is paid by check, a handling fee is charged to defray the cost of related administrative expenses. ‘
- b. Other Charges.
 - i. Other charges includes charges for items (e.g., keys, garage door openers, parking space rental). They are due and payable at the time of purchase, and their amounts are set out in **Appendix C**.
 - ii. Other charges also includes pet fees and guest parking permit fees, which are due and payable on or by the first day of the next month after they

¹³ The following sections of RBCOA’s governance documents apply:

By-Laws section 5, paragraph 4: If an Owner shall be in default of payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such Owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall not be less than ten (10) days after delivery thereof to such Owner either personally or by registered or certified mail. Interest shall be computed on balances due under this paragraph but unpaid at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said Owner is liable.

Declaration Article II, section 4, paragraphs 3 and 4:

3. Payment. Payment of Common Expenses, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of its proportionate share of the Common Expenses by waiver, non-use, or enjoyment of the Common Elements or by abandonment of its Unit. If any Unit Owner shall fail or refuse to make such payment of the Common Expenses when due, the amount thereof together with interest thereon at the maximum lawful rate in the State of Iowa, accruing from and after the date that the Common Expenses became due and payable, together with the costs and reasonable attorney's fees associated with collection, shall constitute a lien on the interest of such Unit Owner in the Project and its Unit, subject to the provisions of Article XIV. [Note: This means that in addition to the fees owed, the amount of the lien will include the costs of Westwinds's services related to the collection and lien filing, and the filing fee for the lien.] The Association shall have any and all rights available under law to seek collection of said unpaid assessments, interest and attorney's fees as hereinafter described. Upon sale of a Unit, the Unit Owner shall be entitled to request a certificate from the Board that all Owner's Assessments to date are paid and if said obligations are current, the Board shall promptly provide such a certificate, in recordable form, to the Unit Owner.

4. Enforcement of Lien. The Board may bring an action at law against the Unit Owner personally obligated to pay the same for collection of its unpaid proportionate share of the Common Expenses or to foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees of any such action shall be added to the amount of the assessment. Each Unit Owner, by acceptance of a deed to or recording a contract for purchase of a Unit, expressly vests in the Board and its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the lien by all methods available for the enforcement of such liens. The lien shall be in favor of the Association and shall be for the common benefit of all Unit Owners. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same.

have been incurred. **Appendix C** contains the current schedule of fees for these matters.

- iii. Other charges further includes charges assessed to unit owners in the form of other fines and damages that have been adopted in order to promote the kind of reasonable conduct that all Unit Owners, tenants and occupants have the right to expect from each other, to equitably allocate expenses associated with certain activities, and hold persons accountable for violations in connection with their own acts and omissions, as well as those of their tenants and other persons present at the building in connection with the Owner or the Owner's tenant.¹⁴ Fines and damages assessed are due and payable on or by the first day of next month after they have been assessed. **Appendix C** contains the current schedule fines.
- c. A Unit Owner may ask the Property Manager to explain a fee or fine charged to the Owner, and request an opportunity to review any related documentation. If a Unit Owner believes he/she/it has good cause for an exception, the Unit Owner may submit an explanation in writing to the Property Manager who will convey it to the Board for its consideration and response (Property Manager contact information is published in **Appendix A**).
- d. **Default.** An Owner is in default if the Owner has not paid a common expense fee installment and any accrued charges that are due and payable on the first of a month and remain unpaid on or by the 15th of that month.
- e. **Interest On Unpaid Fees.** Interest at the maximum rate allowable by Iowa law will accrue on an owner's unpaid balance from the 16th day of the month in which the amount is due and payable on the first day of the month.
- f. **Liens.** When an Owner's common expense fee installment and any charges have gone unpaid for 45 days, the Association may file a lien pursuant to Iowa Code 575.1 (2011) with the Johnson County Recorder.
 - i. Prior to filing a lien, the Association will issue a letter of notice to the owner stating that unless the full amount of the balance has been paid on or by the date set out in the notice, that the Association will file a lien.
 - ii. The amount of the lien filed will include the amount of the unpaid balance plus the amount of the Association's costs related to the collection and recording fee paid to the Johnson County Treasurer.
 - iii. In addition, or alternatively, the Association may enforce its rights to payment of unpaid balances, collection costs and fees through other available legal means.
- g. **Acceleration.** The second time within any 12 month period that an Owner is in default, the Property Manager will serve notice upon the Owner stating that the

¹⁴ Condominium Declaration Article V(2)(e) states in pertinent part: "No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents."

full amount of the unpaid balance, any accrued interest, other charges, and remainder of the defaulting Owner's common expense fee installments through the end of the calendar year, are immediately due and payable.

- i. The notice of acceleration served upon a defaulting Owner who has not been paying installments by automatic withdrawal (direct debit) will offer that Owner the option, in lieu of acceleration, of immediately arranging for payments to be made by automatic withdrawal (direct debit) from an account with sufficient funds to provide for the immediate payment of all payments due and payable.
- ii. A notice of acceleration issued to a defaulting owner who has been offered the automatic withdrawal option (ii above) but has refused it or has failed to follow through with it, will state the following:
 - (1) That unless the owner has paid the full amount of the unpaid balance plus (including accrued interest) on or by the date stated in the notice, that the Association will file a lien pursuant to Iowa Code 575.1 (2011) with the Johnson County Recorder for the amount of unpaid balance plus the amount of the Association's costs and expenses for collection services, process serving fees, recording fees and other related expenses.'
 - (2) That in addition to filing the lien, the Association may additionally choose to enforce its right to payment of the unpaid balance, collection costs, process serving fees, recording fees, and other related expenses, through other available legal means.

8. Windows¹⁵

- a. The Association is not liable or responsible for damage to person or property that occurs as a result of falling or fallen glass or screen windows.
- b. The Association is not liable or responsible for any loss or damage to windows in a unit, other than damage directly caused by a contractor hired by the Association to perform building maintenance.
- c. A Unit Owner must maintain in clean and secure condition, and at its own expense, all glass and screen windows in its unit.

9. Property Manager

The Board of Directors has delegated to the Property Manager specific record-keeping, property, and maintenance functions.¹⁶ Contact information is located in **Appendix A**.

¹⁵ Declaration Article VII, section 3, paragraph (I). Each Unit Owner shall maintain in clean condition any Limited Common Elements that are for the exclusive use of its Unit.

¹⁶ Condominium Declaration Article VII(6) states: "The Board may employ a manager or a managerial service company and delegate various responsibilities to such Person as more particularly described by the By-Laws. The management fee shall be a Common Expense."

- 10. Common Area Maintenance**¹⁷ Please contact the Property Manager regard to damage or malfunctioning of any of the following:¹⁸

Elevators, Building Entry Doors, Fire Doors, and Garage Doors
Heating ducts and water Lines, fire alarms, sprinklers, security devices
Walls, ceilings, lighting, floors of the common areas,
Garage facilities
Water leakage or drainage problems anywhere on the common elements
Roof, Rooftop patio elements and grills.

11. Electronic Entry System

Residents who have a non-long-distance phone number may connect to the Electronic Entry System by submitting a request to the Property Manager. When connected, a resident may open the entry door remotely to admit guests via his or her land line or non-long-distance cell phone.

12. Unit Owner Responsibility for Unit Maintenance, Repair, Replacements¹⁹

- a. Maintenance and replacement of appliances, walls, ceilings, floors, interior improvements, furnishings, windows, heating, air conditioning, and fixtures within a unit is the Unit Owner's responsibility.

¹⁷ Condominium Declaration Article II(2)(c) states in pertinent part: "The Association shall be responsible for maintaining the elevator, the plumbing fixtures within the Common Areas of the Building and the furnace and air conditioning units serving the Common Areas, together with all heating ducts and water lines contained within the Building. To the extent that any such maintenance or repair is caused by or is located entirely within one Unit, or among a small group of Units, said maintenance or repair shall be performed by the affected Unit Owner(s) or the Association may assess the costs of said maintenance against the Owner(s) of said Unit or Units and such assessment shall be collectable as if it were an assessment for Common Expenses.

¹⁸ Condominium Declaration Article II(2)(c): "The Association shall be responsible for maintaining the elevator, the plumbing fixtures within the Common Areas of the Building and the furnace and air conditioning units serving the Common Areas, together with all heating ducts and water lines contained within the Building.

¹⁹ Condominium Declaration Article VIII(3)(a) states: "Each Unit Owner at its own expense shall maintain his Unit, shall keep the Unit in a clean and sanitary condition, and shall be responsible for the maintenance of all personal property within such Unit. Condominium Declaration VIII(2)(e): The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one Unit and the cost thereof may be, in the discretion of the Association, either assessed against each Unit on which said costs were incurred or assessed against all Units as a Common Expense according to the circumstances."

- b. Unless damage will result to the common elements, Unit Owners and tenants should not contact the Property Manager about matters affecting only their own unit.
- c. If a Unit Owner defaults on his or her maintenance responsibility, the RBCOA may deem it necessary to assume that responsibility, and if it does, it will charge the costs of the services provided to the Unit's Owner, and those costs will be due and payable in the same time the unit owner's next monthly common expenses fee installment is due and payable.²⁰

13. Compliance With State, Federal, and Municipal Law

The RBCOA is required to comply with all applicable requirements of state, federal and municipal law. No conduct is permitted inside a unit or on the common elements that constitutes a violation of any law; and no person is allowed to keep inside a unit or on the common elements any item or illegal items.²¹

14. Decoration of the Residential Common Elements

- a. The Property Manager does not routinely inspect the residential hallways to determine the aesthetic acceptability of decorations placed at the entry doors of individual units.
- b. The RBCOA is not liable or responsible for any loss or damage to property located on the common elements caused by theft or damage – unless the damage directly results from common area maintenance performed for the RBCOA.
- c. If a Unit Owner objects to the decoration of a specific unit entrance,²² he or she may submit a written complaint to the Property Manager describing the decoration and objection to it, and proposing what might be done to deal with the perceived problem decoration. (Property Manager contact information is published in **Appendix A.**) The Property Manager will convey the request to the Board for its review and consideration of whether action is warranted.
- d. A resident who wishes to find out whether unit decorations will be acceptable may submit to the Property Manager a written request containing the resident's name and unit number, a description of the decoration including dimensions and proposed placement, and if possible, a photo of the object(s). The Property Manager will convey the request and photo to the Board for its consideration.
- e. A wreath or other decoration may be placed on the exterior of a residential unit door as long as it is not attached in a way that damages the door's surface.

²⁰ Condominium Declaration Article III(2)(d): "If the Unit Owner defaults on his maintenance responsibility, the Association shall assume such responsibility and shall assess the costs thereof against the Owner of Said Unit and such assessment shall be collectable as if it were an assessment for Common Expenses."

²¹ Condominium Declaration Article X(2) (d) prohibits a person from doing or keeping anything inside a unit or in/on the common elements that would be in violation of any law.

²² Article III(4) states in pertinent part: "Alterations to . . . the Common Element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the Regime as a whole." Article X(2)(c) states in pertinent part: "No activity shall be allowed which unduly interferes with the peaceful possession and use of property by the Unit Owners or otherwise damages the aesthetic value of the Project . . ."

- f. A decorative rug or object may be placed at a residential unit's entrance as long as it does not extend outward from the threshold more than 24" and/or "clash" with other decorations, interfere with hallway access, or create a tripping hazard.

15. Elevators ²³

a. Blocking/Extended Holding Open of Elevators Prohibited

- i. At no time may building elevator doors be blocked or held open after the warning beep signal commences.
- ii. When doors are held open for too long after beeping commences, or the elevator is overloaded, the system automatically shuts down and maintenance from the elevator maintenance company is required to reestablish service. Such service calls are expensive and impose a needless emergency expense on unit owners.
- iii. When the Property Manager knows the identity of the unit associated with an elevator shut-down caused by prolonged door holding, propping, or overloading, the Unit Owner will be charged a fine and the amount of the actual costs incurred for maintenance needed to reestablish elevator service.

b. Exceeding Elevator Weight Capacity Prohibited.

- i. Elevator weigh capacity is clearly posted inside each elevator.
- ii. At no time may people and/or and item or items be loaded into an elevator that exceed elevator weight capacity because overloading causes and/or contributes substantially to elevator failure and breakdown, and unnecessarily increases common expenses for elevator repairs.
- iii. Damage to elevators caused by overloading unnecessarily contributes to the costs of their maintenance.
- iv. When the Property Manager knows the identity of the unit associated with elevator overloading, the Unit Owner will be charged a fine and the amount of the actual costs of resulting maintenance.

16. Outdoor Grilling of Food ²⁴

- a. Outdoor grilling of food is not permitted anywhere other than on the gas grills installed for that purpose on the rooftop patio.
- b. Every person who cooks on a gas grill on the roof top patio should turn it off the grill and clean the grill and work area immediately after use.
- c. Failure to turn off the grill and clean it after cooking unnecessarily increases common expenses for gas, and decreases the grill's useful life before replacement is needed.

²³ Condominium Declaration Article X(2)(I) states: "No waste shall be committed in or on the Common Elements." In this context, "waste" refers to harmful or destructive use of property that causes damage that lessens its value to its owner or future owner.

²⁴ Condominium Declaration Article X(2)(m) states: "No charcoal grills of any kind shall be permitted within a Unit or on or within a Limited Common Element appurtenant to a Unit including but not limited to any balcony or patio."

- d. When the Property Manager knows the identity of the unit associated with a failure to shut off the grill before leaving the rooftop patio,, the Unit Owner will fined for the violation.

17. **Underground Garage – General Policies**

- a. The Board and Common Area maintenance people do not monitor the garage 24 hours per day to enforce compliance with the applicable rules and regulations. Residents who discover violations have a duty to report them the Property Manager, who will convey the report to the Board and/or Common Area Maintenance persons as appropriate. (Property Manager contact information is published in **Appendix A**).
- b. No smoking.
- c. No storage of gasoline, solvents and/or other flammable liquids in the garage, other than gasoline or diesel fuel contained in a vehicle gas tank.
- d. A vehicle may only be parked in a space where its owner is authorized to park it.
- e. A vehicle may not be parked in a manner that encroaches over a white line of its parking space into a space where the owner does not have a right to park the vehicle.
- f. No part of a parked vehicle may extend more than 20 feet six inches from the wall labeled with the number or letter of the parking space.
- g. No person may park more vehicles in the garage than the number of spaces in which that person is authorized to park a vehicle.
- h. No idling of a vehicle engine for more than two minutes in the garage is permitted because the garage is not sufficiently ventilated to immediately disperse carbon monoxide and noxious fumes.
- i. No oil changes are permitted in the garage; no other vehicle maintenance or repairs are permitted other than light maintenance (e.g., adding window washing solution, vacuuming).
- j. All vehicles parked in the garage must be maintained in proper operating condition so as not to be a hazard or nuisance due to noise, exhaust emission, odor, excess dirt or debris, and/or leaking of oil or other damaging or discoloring fluids.
- k. No Unit Owner or tenant, or parking space renter may install a shelf, storage unit or device in the garage by a method that involves drilling into the garage walls, floor, or ceiling without receiving prior written approval from the Board. To request such approval, a Unit Owner should submit to the Property Manager a written request, including a picture and/or written description of the proposed item, who will direct it to the Board for action. (Property Manager contact information is published in **Appendix A**) If the Board grants approval, the portion of the installation that involves drilling into the wall, floor, or ceiling must be performed at the Unit Owner's expense by an installer designated by the Board.
- l. No property may be stored in the space between white parking space lines on either side of a concrete pillar.

- m. No property or other materials that might attract and/or harbor vermin may be stored for any length of time in the garage.²⁵
- n. No containers or articles made of material that may promote the growth of mold (e.g., cardboard, wood, fabric) may be stored in the garage.
- o. No property may be stored in the garage in a manner that impedes the flow of water into the drains of the garage.

18. Insurance

No one is permitted to keep or permit any one else to do or keep anything in a Unit or on the Common Elements that will result in the cancellation of insurance on any Unit or any part of the Common Elements.

19. Move-ins and Move-outs

- a. A Unit Owner and/or the Owner's tenant, and any person acting on their behalf in regard to a move in or out of the building, are required to cooperate with the rules and regulations set out in this Handbook. The Unit Owner is liable to the RBCOA for any costs incurred by the RBCOA as a result of failure to cooperate and/or untimely cooperation, and for maintenance, repairs, or replacements to the common elements attributable the move-in or move-out.
- b. In order to more equitably apportion the costs of more frequent maintenance of the elevator vestibules and lobbies associated with tenant turnover. (See **Appendix C**).
- c. Moving Trucks and Vans.
 - i. The RBCOA does not guarantee to any person moving in or out of the building that parking space along Quarry Drive or in the Open Parking Lot will be available for unloading property at any time.
 - ii. Moving vans, trucks, and other vehicles used in moving must not block the access or egress of other vehicles in regard to outdoor parking spaces and/or the garage ramp.
 - iii. When a person is moving in or out, one moving vehicle which together with its load is less than 7 feet tall, may be briefly parked for loading or unloading along the west wall to the right of the north elevator entrance in the garage, as long as no part of the vehicle or any trailer attached to it interferes with the ingress or egress of other vehicles in the garage.
- d. Moving boxes and items involved in a move may not be left unattended, or abandoned in or on the building's common elements, sidewalks, walkways, and parking areas adjacent to the building.
- e. Items that Exceed Elevator Size or Elevator Weight Capacity. The RBCOA has no duty to provide or coordinate services related to moving an item into or out of a unit through a window in the building. A Unit Owner who desires have an item moved in that manner should direct such an inquiry to Kevin Digmann, representative of River Bend Investments, LC., at (319) 631-0548.

²⁵ Condominium Declaration Article X(2)(c) states in pertinent part that no unsightly accumulation of refuse is allowed.

20. Noise and Disturbances²⁶

- a. No residential or commercial Unit Owner, tenant, occupant, nor anyone visiting the building, is permitted to make or cause to be made any noise or disturbance in a unit or on the common elements that is likely to disturb or annoy other residents; nor is any resident allowed to engage in behavior on the common elements that is likely to disturb, annoy, or embarrass other residents. **Disturbances of the peace are subject to state and municipal misdemeanor charges and Association fines. The Association cannot address disturbances unless residents promptly submit accurate and corroborated reports.**
- b. Guidance for residents who encounter disturbances of the peace:
 - i. **Noise emanating from a unit:** As a first step, please consider either slipping a note asking that the sound be reduced under the door of the unit from which the sound is emanating. Alternatively, consider knocking on the door of the unit, and politely requesting that the sound be reduced. ***Whether or not the door of the unit is unlocked or ajar, do not enter another resident's unit uninvited.*** If you have done one of these things and the disturbance is continuing, you may do one or both of the following:
 - ii. **Ask a neighbor** to accompany you to the unit to serve as a corroborating witness to the disturbance.
 - iii. **Call the Coralville Police Department** and ask for an officer to come to the building, where you will open the entry door for him or her to investigate the disturbance, and request a that a copy of the police report be forwarded to the Association's Property manager.
- c. **Noise emanating from a location on the common elements (e.g., hallway, parking garage, rooftop patio):** If you think it might be unsafe for you to approach the persons involved in the disturbance directly, *or if you have done this and the disturbance has continued*, you may do either or both of the following:
 - i. Ask a neighbor to accompany you to a location on the common elements where he or she may hear or observe the disturbance in order to serve as a corroborating witness.
 - ii. Call the Coralville Police Department and ask for an officer to come to the building, where you will open the entry door for him or her to investigate the disturbance, and *request a that a copy of the police report be forwarded to the Association's Property manager.*
- d. **Reporting a Disturbance to the Association:** Whether or not your corroborating witness was a neighbor or police officer, please report the incident **within 24 hours** of the disturbance by providing the following information an email (preferred) or voice mail (only if you do not have email) to the Property manager (contact information is located in **Appendix A**):

²⁶ Condominium Declaration Article X and other provisions generally provide that No Unit Owner or tenant shall make or permit to be made any amount of noise or engage in behavior that is likely to disturb, embarrass, or annoy other residents or occupants of the building, or permit any conduct to be done that will interfere with their rights, comfort and convenience within their units or in their use of the common elements.

- i. Your name and unit number,
 - ii. Name and unit number of the resident who witnessed and can corroborate the disturbance, and/or
 - iii. Name of the police officer who investigated and can corroborate the disturbance,
 - iv. The date, time, and unit number or common elements location of the disturbance,
 - v. Description of the disturbance, and
 - vi. Name and unit number (if known) of the resident involved in the disturbance.
- e. After reviewing a disturbance report, the Association board of directors may, at its discretion, do any of the following: investigate the matter further, decide to take no action, issue a warning to the resident and/or the owner of the unit in which the resident resides, or fine the unit owner in connection with the disturbance. A unit owner who is fined by the Association and has questions about it or wishes to contest the fine should submit a letter by email or regular mail to the Property manager (contact information is located in **Appendix A**), who will forward it to the Board of Directors for its consideration and response.

21. **Outdoor Parking** ²⁷

Residents of the building who have a garage parking spaces for their vehicles are discouraged from parking in the outside parking areas to the east of the building in order to provide spaces for the clients, customers and patrons of River Bend's businesses located on the first floor of the building.

22. **The RBCOA does not govern parking or signage in the outdoor parking areas that lie to the east of the building.** Parking in those spaces is governed by the City of Coralville and River Bend Investments, LLC. Owners and residents with questions or concerns related to outdoor parking should contact Kevin Digmann at (319) 631-0548. The following rules set out the current expectations of River Bend Investments, LLC.

- a. **Commercial Parking Spaces.** With the exception of the four (4) accessible parking spaces, the Commercial Parking Spaces are the twenty-three (23) marked parking spaces located along that sidewalk. Those spaces are reserved for the use of first floor businesses from 7 a.m. and 5 p.m., Mondays through Fridays.
- b. **Open Parking Lot.** The 55 spaces to the east of the Commercial Parking Spaces are provided for the use of Unit Owners and their Tenants, and the guests, customers, service-providers, contractors, vendors and clients of either who visit the building.

23. **Pets**

²⁷ Condominium Declaration Article X(2)(k) and X(3) require Unit Owners to park vehicles only where they are authorized to park them.

- a. Residents are permitted to keep in a unit fish in an aquarium and/or no more than one cat or dog within unit as long as the animal weights no more than 40 pounds.
- b. **Pet Registration Required:** Residents who keep a dog or cat are required to register it with the RBCOA by providing to the Property Manager
 - i. A completed and signed **Pet Registration Form** (see **Appendix E**) and:
 - ii. \$150.00 pet registration fee, and
 - iii. A current color digital or other color photograph of the pet, and
 - iv. Proof of current rabies vaccination.
- c. Keeping an unregistered pet is subject to a fine.
- d. **Sanitation.**
 - i. Any person keeping such a pet shall take reasonable precautions to avoid soiling by a pet of the Common Elements and the Building's surrounding sidewalks, parking areas, and landscaped areas by such a pet.
 - ii. If such soiling occurs, the person accompanying the pet at that time must immediately and thoroughly clean and remove any mess and odor created by or caused by said pet.
- e. **Indemnification:** Any resident who keeps a pet in a unit is deemed to have indemnified and agreed to hold free and harmless the RBCOA, the members of the Board of Directors, the RBCOA Property Manager, and each resident of the building against any loss, claim or liability of any kind or character whatsoever arising by reason of keeping the pet in the building.
- f. **Leash Requirement:** Pets must be carried or kept on a leash at all times the pet is on the common elements of the building, its walkways, sidewalks, landscaped areas, and parking areas.
- g. **Rooftop Patio:** No pets are permitted on the rooftop patio at any time.
- h. **Balconies:** No pet may be leashed or tied to any part of a balcony, or left unattended on a balcony.
- i. **No Tying Pet to a Common Element.** No pet may be leashed or tied to any balcony railing or any of the common elements.
- j. **Loose Pets.**
 - i. If a dog or cat is found running loose in the building or its surrounds, neither the RBCOA, and Board member or person employed by the RBCOA, nor any resident, nor the person who discovers the dog or cat running loose is obligated to personally care for the animal in the owner's absence.
 - ii. A person who finds a dog or cat running loose in the building should, if possible, sequester it by closing the fire doors at either end of the hallway in which the animal is located, and contact the Coralville Animal Control office at 354-1103.

- k. **Removal.** Upon ten (10) days written notice from the Property Manager, a pet owner may be required to permanently remove a pet from the building that is deemed to be a nuisance, or injures a person or another pet.

24. Renting and Leasing Garage Parking Spaces

- a. Unit owners may lease their parking spaces to other owners for a period not in excess of one (1) year.²⁸
- b. A Unit Owner who leases or rents his or her garage parking space to another person is responsible for the renter's compliance with the rules and regulations for indoor parking contained in this Handbook, and is liable for any violations committed by that person.
- c. Prior to the first day upon which a parking space renter will park in the garage, a Unit Owner must do all of the following:
 - i. Provide to the RBCOA Property Manager a completed copy of the **Parking Space Lease Abstract** (see **Appendix F**).
 - ii. Obtain from the Property Manager a parking permit, which must be properly displayed on the vehicle when it is parked in the garage.

25. Renting and Leasing Units²⁹

- a. Unit Owners who lease or rent residential units (units 200 through 404) are responsible their own compliance and the compliance of their tenants and/or anyone present in the building on behalf of or in connection with any of them, with the rules and regulations in this handbook, the Declaration and By-Laws, and is liable for any fines or damages charged in connection acts or omissions violating those rules.
- b. Dual Usage Prohibited. Dual usage of the limited and general common elements by an owner of a residential unit and the owner's tenant is prohibited. However, nothing in this section shall interfere with the access rights of the unit owner as a landlord.
- c. Annual Fee. On January 1 of each year, the Property Manager shall assess each Owner of a residential unit that is not occupied by the Owner, a \$100.00 fee to defray the cost of common area maintenance and repairs associated with tenant turnover. These funds are to be independently accounted for and maintained in a separate account or ledger, and may be used as deemed appropriate by the board to fund maintenance and repair of common elements that are subject to damage in the course of tenant turnover. Only one such fee may be charged within any one calendar year.
 - i. Year to Year Leases. If a Unit Owner provides copies of leases (typically leases or rental agreements for the term of one year), or a statement

²⁸ Condominium Declaration Article V(2)(e) states: "Owners may lease their parking spaces annually to other Owners for a period not in excess of one (1) year."

²⁹ Condominium Declaration Article V(2) (b) states: "A Condominium may be rented or leased by the Owner or his lessee. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents."

thereof, to the Property Manager that demonstrates to the satisfaction of the Property Manager and Board of Directors, that the Unit Owner's tenant has occupied the same unit for two consecutive years, and the Unit Owner has paid the annual fee for the first and second years of that tenancy, and that the Unit owner has signed a lease with the same tenant for the same unit for the tenant's occupancy of that unit for a third year, the owner may apply for a refund of the second year fee and an exemption from all annual fees pursuant to this section in subsequent years, for so long as the same tenant actually occupies the same unit. This is subject to the rule that if the actual occupant does not occupy the unit for at least 36 consecutive months, or the actual occupant changes, the annual fee set out in b. above applies.

- ii. Long Term Leases Executed After August 1, 2011. If after August 1, 2011, if a Unit Owner provides to the Property Manager, copies of a long-term lease or a statement thereof, that demonstrates to the satisfaction of the Property Manager, that the Unit Owner's has entered into a long term lease with a tenant for a term of three or more years, and the unit owner has paid the first annual fee pursuant to this section, the owner may apply to the Property Manager for an exemption from the second year fee and all such fees under this section fees for subsequent years in which the same tenant continuously occupies the same unit. These exceptions are subject to the rule that if the same actual occupant does not occupy the unit for at least 36 consecutive months, or the actual occupant of the unit changes, the annual fee set out in b. above applies.
- iii. Long Term Leases Executed Prior to August 1, 2011. If a Unit Owner provides to the Property Manager, copies of a long-term lease or a statement thereof, that demonstrates to the satisfaction of the Property Manager and the Board of Directors, that the Unit Owner executed a long term lease with a tenant prior to August 1, 2011, and the same tenant occupied the same unit for at least a year as of August 1, 2011 and is still occupying that unit after that date, no annual fee shall be assessed to the Unit Owner, subject to the rule that if the actual occupant does not occupy the unit for at least 36 consecutive months, or the actual occupant of the unit changes, the annual fee set out in b. above applies.
- d. A Unit Owner who retains an agent to rent, lease, or manage the owner's residential unit or units, must provide the agent's name, telephone number, mailing address, and email address to the Property Manager. (Property Manager contact information is published in **Appendix A**).
- e. Prior to the date a tenant moves into a unit, the owner of the unit must give the Property Manager a minimum of four (4) business days advance notice of the move by submitting a completed and signed **Unit Lease Abstract Form**. (See **the Unit Lease Abstract Form located in Appendix G**).

26. Security; Entrances and Entrance Devices

The RBCOA and its Board of Directors do not guaranty the personal safety or security of any person or property anywhere on Condominium property. Although the entry doors to the residential portion of the building are set to lock upon closure, this does not protect

residents against misconduct by residents or nonresidents who gain authorized or unauthorized entry to the building.

- a. All keys and electronic access cards that open entry doors to the residential portion of the building, and portable garage door openers are common elements that are property of the RBCOA.
- b. In order to reduce the potential for harm to residents and their property, all Unit Owners and residents have a duty to take reasonable steps to avert entry of unauthorized persons into the residential portion of the building, and are required to comply with the following rules and regulations:
- c. No Unit Owner or tenant, or anyone acting on that person's behalf may block open a residential building entrance door and leave it unattended at any time unless that entrance is attended at all times by a security guard obtained through the RBCOA Property Manager, at the Unit Owner's expense. An owner who wishes to obtain the services of an entrance security guard should contact the RBCOA Property Manager at least seven (7) business days in advance of the date(s) when the guard is needed to attend the entrance. (Property Manager contact information published in **Appendix A**).
- d. A Unit Owner or tenant who loses an access card or entry key to the residential portion of the building, or a portable garage door opener unit, may obtain a replacement from the Property Manager (See **Appendix C**).

27. Rooftop Patio

- a. Use of the rooftop patio is reserved for the use of the residents of units 200 through 404 and their guests.³⁰ All users must return chairs and tables to their places before leaving the patio.
- b. Residents who bring, or on whose behalf guests bring items to the patio (e.g., food, beverages, containers, paper products, tableware, serving ware, party ware, trash bags, etc.) must remove all traces of those items when they leave patio.
- c. Each resident who uses a patio grill must turn off the grill and clean the grill and work area before leaving the patio.
- d. No resident may engage in or permit a guest to engage in any activity that would interfere with the comfort or convenience in the use of the patio by other residents and their guests.
- e. No beer kegs are allowed on the patio.
- f. Cigarettes and cigars may not be disposed of any patio location other than the cigarette disposal container.
- g. Pets are not allowed on the rooftop patio at any time.
- h. Music played on the patio must be of a sufficiently low volume that it does not interfere with the peaceful enjoyment of other residents use of the patio.

³⁰ See Section 25(b) above, which states: "Dual Usage Prohibited. Dual usage of the limited and general common elements by an owner of a residential unit and the owner's tenant is prohibited. However, nothing in this section shall interfere with the access rights of the unit owner as a landlord."

- i. No more than one (1) party or event attended by 20 or more people that includes individuals who are not affiliated with the RBCOA by residence, ownership, or employment, may be held on the rooftop patio at the same time.
- j. Reservations are required for parties or events with 20 or more attendees.
 - i. A resident may request permission from the Property Manager to reserve the southern half of the patio (including the southern grill) for an event that will be attended by 20 or more people by submitting the following to the Property Manager no fewer than 5 business days prior to the date upon which the event is planned.
 - (1) Deposit. [The deposit will be refunded if the request is denied or if after the event, the patio and grills are clean and free of trash, food, and other event items; all tables and chairs have been returned to their proper places; no maintenance, repairs, or replacements are needed to return the patio to good order, and the Property Manager has not received any report that an act or omission related to event has violated any policy in this Handbook.
 - (2) Name, unit number, and cell phone number of the resident requesting the reservation,
 - (3) The date of the proposed event, its starting and ending times.
 - ii. At the end of the event for which a reservation has been made,, patio chairs and tables must be returned to their proper locations, patio umbrellas returned to the storage closet in the 4th floor north closet, and trash, party items, and containers removed from the patio.
 - iii. **A resident who hosts a reserved party in the evening has until noon the day after the party to clean up food residues from the grills, cooking areas, furniture, and floors.**

28. Sale of Residential Units

- a. Unit Owners other than River Bend Investments, LLC are prohibited from placing a “For Sale” signs on the common elements or anywhere in a unit where it may be viewed by the public.³¹
- b. At least seven (7) business prior to the sale of a unit, the selling unit owner must provide to the Property Manager a completed and signed **Unit Sale Abstract Form** (see **Appendix H**).

³¹ Condominium Declaration Article X(2)(j) states: “Subject to the Declarant’s rights, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Declarant, the Board or the written consent of the managing agent acting at the Board’s direction, which consent shall not be unreasonably withheld. Specifically but not as a limitation on the foregoing, no Unit Owner shall install or place or allow to be installed or placed for his or her benefit a “For Sale” sign on any Common Element, General or Limited, at any time. No signs of any kind shall be permitted on the roof of the Building.”

29. Signs and Advertising³²

With the exception of River Bend Investments, LLC, no Unit Owner or anyone on his/her/its behalf may place any sign or advertising in or on any window, any common element, or the exterior of the building without first receiving the written consent of River Bend Investments.

30. Smoking³³

All Unit Owners and their tenants (and the roommates, guests, family members, clients, vendors, customers, contractors, employees, and service providers of either) must comply with Iowa's Smokefree Air Act as set out in Iowa Code Chapter 142D and Chapter 153 of the Iowa Property Code while on the building premises and its surrounds.

31. Trash and Recycling

- a. No trash or wastes of any kind may be disposed of, collected and/or stored for any period of time in or on any of the common elements. A trash dumpster is located to the east of the building. Residents and occupants disposing of trash are not permitted to leave trash or bags of trash on top of or beside the dumpster.³⁴
- b. A recycling dumpster for collection of corrugated cardboard is available next to the trash dumpster. Boxes must first be broken down and flattened before they are placed into the dumpster.

32. Vehicle Registration and Parking Permits

- a. All residents' vehicles that will, at any time, be parked in the garage must be registered with the RBCOA and display a current RBCOA Parking Permit or Guest Parking Permit in the manner directed for display of the parking permit. Vehicles registered with the Association parked in the garage that do not visibly display such permits are subject to fines.
- b. To register a vehicle, the Property Manager must have received a completed copy of the **Vehicle Registration Form & Parking Permit Application** (see **Appendix D**). All changes in registration information must be promptly reported to the Property Manager.

³² Condominium Declaration Article VI(1) states in pertinent part: Declarant is irrevocably and perpetually empowered, notwithstanding any use, restriction or other provision hereof to the contrary, to sell, lease or rent Units to any Person and shall have the right to transact on the Project any business relating to construction, repair, remodeling, sale, lease or rental of Units, including but not limited, the right to maintain signs, employees, independent contractors and equipment and materials within unsold units in the premises, to use Common Elements, and to show Units. All signs and all items and equipment pertaining to sales or rentals or construction in any Unit furnished by the Declarant for sales purposes shall not be considered Common Elements and shall remain Declarants' separate property.

³³ Condominium Declaration Article X(2)(d) states: "Nothing shall be done or kept in any Unit or in the Common Elements that will increase the rate of insurance on the Common Elements, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his unit or in the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements, or which would be in violation of any law."

³⁴ Condominium Declaration Article X(2)(c) states in pertinent part that no unsightly accumulation of refuse is allowed.

- c. **Improper Parking by Vehicles With Visibly Displayed Parking Permits.** A registered vehicle with a visibly displayed parking permit that is parked in a garage space where it is not authorized to be parked, will be subject to a fine for every day it is parked in that location.

- d. **Guest Parking Permit.** A Guest Parking Permit is intended to be loaned by the resident in order to allow a guest or person providing in-home services to the resident to park in the resident's garage parking space when the resident's own vehicle is parked outside the building.
 - i. Guest Permits may be purchased from the Property Manager. A Unit Owner who has more garage parking spaces than vehicles is entitled to one free guest permit for each unoccupied space. (See **Appendix C**).
 - ii. Guest Parking Permits may not be used to park in any other garage parking space than the space assigned to the resident who loans the guest parking permit.
 - iii. An improperly parked vehicle displaying a guest parking permit is subject to towing at the expense of the person who has provided the vehicle's owner with the guest permit.

Appendix A: Contact Information

Property Manager

Todd Case
Alyse Riley-Poma

Westwinds Real Estate
519 Kirkwood Avenue
Iowa City, IA 52240
(319) 354-3792
(319) 936-5900
Fax:
(319) 248-3747

toddcase@westwindsrealestate.com
alyserileyww@gmail.com

Maintenance Manager

Steve Nielsen
Westwinds Real Estate Services, Inc.
519 Kirkwood Avenue | Iowa City, IA 52240
Mobile: (319) 855-8437
Office: (319) 354-3792

RBCOA Board of Directors

October 2012 - October 2013

David Hunt
Member at Large

Terry Brennan
Secretary-Treasurer

Linda Farkas
Vice-President

Mary Richard
President

Appendix B: Definitions

1. Access Card: means an electronic key cards that may be used to enter the building's exterior entry doors that are equipped with electronic openers.
2. Appurtenances: means the privileges and improvements that belong to and transfer with the unit, but are not necessarily a part of the unit, such as rights-of-way, easements, parking spaces, utility rights, and property improvements.
3. Association: means the same as the River Bend Condominiums Owners' Association.
4. Board: means the River Bend Condominium Owners' Association Board of Directors.
5. Building: means all the buildings located at 843, 845, 847, and 849 Quarry Road, Coralville, Iowa, that comprise the River Bend Condominiums.
6. Common Expenses: means and includes all costs of every kind or nature, including capital reserves, which are properly attributable, in accordance with generally accepted accounting principles, to the maintenance, operation, management, repair, supervision, improvement, and administration of the Regime to the extent that it is reasonable for a prudent Owner of the Regime to incur them, and to the extent not directly recoverable except by proration among the Owners.
7. Condominium: a Unit Owner's entire estate in real property, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a unit.
8. Condominium Declaration: the instrument filed by River Bend Investments, LLC, with the Johnson County Recorder in 2007 that established the River Bend Condominiums, as amended from time to time.
9. Condominium Documents: the Declaration and its attachments, including the Articles of Incorporation and By-Laws of the River Bend Condominium Owners' Association.
10. Common Elements: all common aspects of the Regime whether identified in the Declaration as General Common Elements or as Limited Common Elements.
11. Common Expenses: the expenditures made by or financial liabilities of the Association, together with any reserves.
12. Current Parking Permit: a current parking permit is a color-coded permit issued by the Association of the type currently issued by the Association, that bears number of the garage parking space in which the vehicle is authorized to park.
13. Declarant: means River Bend Investors, LC.
14. Guest Parking Permit: is a green parking permit that is effective when loaned by the resident to one (1) guest at a time, for the purpose of allowing the guest to park in the resident's designated parking space.
15. Horizontal Property Act. means Iowa Code Chapter 499B as amended from time to time.
16. Improperly Parked: means parking in the garage of a vehicle where the owner is not authorized to park it, parking outside the white lines of a parking space, parking so vehicle protrudes more than 20 feet from the wall at the front of the parking space, parking an unregistered vehicle, and parking a vehicle without a visibly displayed a current parking permit or guest parking permit.
17. Improvement means the addition of a new structure, element or facility to the common elements not described in the Condominium Declaration
18. Individual: refers to a natural person and not to a business or business entity.

19. Key: means a metal key that may be used to enter entrances to the common elements that comprise the residential portion of the building.
20. Limited Common Elements: the limited common elements include: (a) All exterior walls of the Building adjacent to each Unit, all walls and partitions segregating units from other units, interior load bearing walls and all other elements where partitions separate two units; (b) Mailboxes and storage areas, if any, designated to a particular unit; (c) That part of all sewer, water, electrical, HVAC, gas, communication and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures and attachments serving just one unit or a small group of units and located entirely within the unit or units; (d) Entryways immediately appurtenant to each unit; (e) Any underground parking spaces assigned to an individual unit in the Condominium Declaration; (f) The air conditioner pads, compressors and equipment appurtenant to each unit; (g) The rooftop patio is a Limited Common Element reserved for the exclusive use of the owners of the residential units 200 through 404.
21. Maintenance or "repair" means any act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a unit or the common elements to its original condition at the time of it was completed.
22. Per month: when used in connection with the issuance of a fine, per month means any related violation that occurs at least once within a calendar month.
23. Regime: when used refers to the River Bend Condominiums established in the Condominium Declaration under the Iowa's Horizontal Property Act statute as amended from time to time.
24. Occupant: means a person who has control of a unit, regardless of whether the person is a Unit Owner, such as a person leasing a commercial unit or working in such a unit.
25. Open Parking Lot: refers to the fifty-five (55) parking spaces east of the Commercial Parking Spaces identified as parking for the River Bend Condominiums.
26. Owner. means any person with an ownership interest in a unit in the building.
27. Person: includes a natural person as well as a business or business entity.
28. Project. means the entire parcel of real property referred to in the Condominium Declaration divided into units and all other structures in and on that property.
29. Property: refers to property other than vehicles located within a garage space or in front of the garage wall that bears the identification number or letter for the space.
30. Registered Vehicle: a registered vehicle is a vehicle for which the Association has on file accurate registration information.
31. Remodeling: refers to work that takes place within a unit that physically alters the structure, function, or appearance of the unit. Examples include but are not limited to the removal and/or installation of wall(s), floor covering, cabinetry, bathtub, and/or shower stall. Remodeling does not refer to the repair or replacement of a household appliance (e.g., dishwasher) or plumbing fixture (e.g., sink faucet).
32. Shall: the use of the term shall or must means that the subject matter to which it refers is not permissive but is a requirement.
33. Space: refers to the area between the parallel white lines that set off each parking space.

34. Residential Tenant: a Residential Tenant is an individual(s) who rents or leases a residential unit from the person who holds legal title to the unit.
35. Unauthorized Parking: unauthorized parking is (1) parking of a vehicle in the garage that is either not registered with the Association; or (2) parking of a registered vehicle in a space or location in the garage that is improperly parked.
36. Unit. means one or more rooms occupying all or part of a floor or floors intended for use as an identifiable space and not owned in common with other owners of units in the building. The boundary lines of each unit are the interior surfaces of its bearing walls, floors, ceilings, windows and window frames, door and door frames, and trim, and includes the portions of the Building so described and the air space so encompassed.
37. Unit Owner: means either a natural person or persons, a partnership or other business entity that hold title to a residential or commercial unit.
38. Vehicle: means an automobile, truck, van, or motorcycle. A new vehicle is an unregistered vehicle parked by a vehicle parker that has not been previously parked in a space where the vehicle parker has previously had the right to park a vehicle.
39. Waste: is the harmful or destructive use of real property that causes any damage to real property by a tenant which lessens its value to the landlord, owner or future owner.

Appendix C: Fees and Fines Schedule

CHARGES (OTHER THAN COMMON EXPENSE FEES)

\$ 15.00	Building entrance key
\$ 20.00	Electronic access card
\$ 20.00	Electronic access fob
\$ 40.00	Portable garage door opener
\$100.00	Rooftop Patio Reservation Deposit
\$100.00	Annual Fee charged to the owner of a unit who is renting or leasing that unit for a period of less than five (5) years.

STANDARD FINES

Cost of Towing	Unregistered vehicle without a visibly displayed Permit parked in garage
\$25.00 first day	Moving and storage of property that the owner fails to remove after notice that the property must be removed by a specified date.
+	
\$2.00 per day thereafter	
\$25.00 per day	Registered vehicle without a visibly displayed Permit parked in the garage Registered vehicle with or without a visibly displayed current parking permit that is improperly parked in the garage. Any vehicle parked in the garage that constitutes a hazard or nuisance due to noise, exhaust emission, odor, excess dirt or debris, leaking of oil or discoloring fluids, or a junk vehicle. Storage of gasoline or solvents on the Common elements Open storage of property in the garage that subject to mold growth Storage of property in the garage in containers subject to mold growth Storage of property in the garage in a manner that impedes water drainage Disturbances of the peace. Violation of Rooftop Patio Rules (plus cost of any maintenance required) specified
\$25.00 (and up)	Rule violations - not otherwise specified, such as leaving a patio grill on after use.
\$150.00	Unregistered pet (covers the cost of registering the pet when submitted with completed Pet Registration Form - Appendix E)
\$250.00 plus cost of any inspection, maintenance, repairs, and/or replacement needed	Tampering with or damaging an automatic garage door Tampering with a locked entry door to the residential building areas Blocking open and leaving an entry door to the residential building unattended at any time Unauthorized drilling into a floor, wall, trim, or ceiling of the common elements Shutting down elevator (by propping or holding doors open too long, or overloading the elevator) Damage to any item or area of the common elements

Appendix D: Vehicle Registration & Parking Permit Application Form

VEHICLE OWNER INFORMATION

● Owner's Name: _____ ● Daytime Phone: _____

● Evening Phone: _____ ● Cell Phone: _____

● Email Address: _____

● Owner's Address: _____

● Mailing Address : _____
(if different from above) Post Office Box City State ZIP

● and complete all that apply:

I own River Bend Condominium Unit(s) # _____

I rent or lease River Bend Condominium Unit # _____ and my lease expires on _____.

● VEHICLE(S) INFORMATION

Vehicle	Year	Make	Model	License Plate #
1				
2				
3				
4				

● **REQUIRED INFORMATION** Your vehicle(s) will not be registered and a tag(s) will not be issued until you have submitted all the information required on this form to the RBCOA Property Manager.

Name Person Completing Form: _____

Office Use Only. Date Form Received

Appendix E: Pet Registration Form

● REQUIRED INFORMATION

PET OWNER INFORMATION

● Name of Pet Owner: _____ ● Daytime Phone: _____
● Evening Phone: _____ ● Cell Phone: _____
● Email Address: _____
● Unit Number: _____ I am registering a Dog Cat
Pet Emergency Person's Name (if any) : _____ Phone: _____
Cell Phone: _____ Unit Number (if any): _____

PET INFORMATION

Name	Age	Weight	Breed	Color & Markings	Vaccinations

By keeping the above-described pet in the River Bend Condominiums building, I agree to indemnify and hold the RBCOA, each Member, the Board of Directors and its employees free and harmless from any loss, claim or liability of any kind or character whatever arising by reason of my keeping the above-described animal within the Property. By signing this form I certify that I have reviewed and agree to comply with all RBCOA Pet Policies and procedures.

Signature of Pet Owner: _____

Your pet will not be registered until the RBCOA Property Manager has received all of the information required on this form, a current color photo of the pet, proof of current rabies vaccination, and payment of the required \$150 pet registration fee.

Office Use Only. Date Form Received	Tags Issued?	Pet Fee Paid?
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Appendix F: Parking Space Rental/Lease Abstract

Unit owners who rent/lease parking spaces are required to keep this information up to date.

Parking Space Owner Information

- Name: _____ ● Daytime Phone: _____
- Evening Phone: _____ ● Cell Phone: _____
- Email Address(es): _____
- Number of Parking Space Number Subject to Lease or Rental: _____

Parking Space Renter/Leaser Information

- Name: _____ ● Daytime Phone: _____
- Evening Phone: _____ ● Cell Phone: _____
- Email Address(es): _____

Lease/Rental Agreement Information

- Date Lease Commences: _____
- Date Lease Expires: _____

Vehicle Information

Vehicle	Year	Make	Model	License Plate #

By signing and submitting to the RBCOA, I certify that I have (1) given to the above-named parking space renter/Leaser a copy of all RBCOA rules and regulations that govern the use of the garage, and (2) informed him/her that he or she is required to act in accordance with those rules. I further certify that I have (3) informed him or her that the RBCOA is not liable for any damage to his/her vehicle that may occur during in connection with parking in the garage, and that (4) he/she must visibly display a current RBCOA parking permit at all times the vehicle is parked in the garage.

Signature of Parking Space Owner: _____

Office Use Only. Date Form Received _____ Date Permit Issued _____
--

Appendix G: Condominium Unit Rental/Lease Abstract

● = Required Information

● Unit Information

Unit Number _____ Bedrooms _____

Unit Status: not for sale for sale subject to expiration or terms of the lease

● Unit Owner Information

Unit Owner Name(s) _____

Mailing Address _____

Daytime Phone _____ Cell Phone _____ Email address(es) _____

● Property Manager or Leasing Agent Information

Manager Name _____

Phone Email address(es) _____

● Lease/Rental Agreement Information

Commencement Date Expiration Date _____

Number of Tenants _____ Date Tenant(s) will move into unit _____

● Tenant Information

Name(s) of all Tenant(s) _____

Daytime Phone _____ Cell Phone _____

Email address(es) _____

● A dog or cat will be kept in the unit : No Yes – *See Pet Registration Requirements.*

By submitting this completed form to the River Bend Condominium Owners Association I am certifying that I have provided a copy of the current River Bend Condominium Owners Association Handbook to the above named tenant, and that the tenant has agreed to fully and timely comply with all of the rules and regulations set forth therein. I affirm that as owner of the above-described unit, I am fully responsible for violations of those rules and regulations, or violate any Condominium Declaration provision, that occur as a result of the acts of omissions of my tenant, and any other person or persons who comes on Condominium property in connection with that tenant.

Signature of Unit Owner (or Owner's Authorized Agent)

Date

Office Use Only. Date Form Received _____

Appendix H: Condominium Unit Sale Abstract

● Unit Number _____

● Seller Information

Seller(s) Name(s) _____

Mailing Address _____

Daytime Phone _____ Cell Phone _____

Email address(s) _____

● Sale/Purchase Agreement Information

Closing Date (on or about) _____

The following number of these items will be transferred to the buyer at the closing:

_____ Exterior building entry key(s) _____ Electronic building door entry fob(s)

_____ Electronic entry key card(s) _____ Portable garage door opener unit(s)

_____ Parking Permit(s)

Seller certifies that seller will pay to the Association, the balance of all Association fees and fines due and payable to the Seller (check one):

Yes No Prior to the date of the closing Yes No On the date of closing.

● Buyer Information

Name(s) of Buyer(s) _____ Number of Unit Occupants _____

Daytime Phone _____ Cell Phone _____

Email address(s) _____

A dog or cat will be kept in the unit : No Yes - See Pet Registration Requirements.

By submitting this completed form to the River Bend Condominium Owners Association I certify that I have provided to the above-named buyer a copy of the River Bend Condominium Declaration and a copy of the current River Bend Condominium Owners Association Handbook.

Signature of Unit Seller (or Owner's Authorized Agent)

Date

● Required Information

Office Use Only. Date Form Received _____

Appendix I: Certification of Designated Voter or Proxy Holder

River Bend Condominium Owners' Association

Must Be Completed By:

1. Unit Owners Unable to Attend One or More Member Meetings In Person, Who Want to Designate Another Member to Vote For Them
2. Units Owned By an Entity
3. Units Owned By More Than One Natural Person

Unit Number(s) _____

Unit Owner's Name(s)

Name of Individual Authorized to cast Unit Owner(s) Vote(s)

_____ to _____
Date Proxy Authorization Begins Date Proxy Authorization Ends

The above-named individual is authorized to cast the votes of the above-identified unit at the following membership meetings: (check one or both)

_____ Annual Meetings _____ Special Meetings

The above-named individual ___ IS ___ IS NOT authorized to vote at a special member meeting on an amendment or motion if it is revised from the draft copy provided with notice of the meeting.

I, (print name) _____ am authorized to sign this document on behalf of the title-holder(s) of the above-identified unit. I hereby appoint the above-named individual to act on behalf of the title-holder(s), and authorize this individual to do all things that the owners or entity could or would do if personally present at a meeting, subject to any above-indicated limitations. Further, I hereby revoke any proxy or proxies previously given by me and or the entity that I represent, to any other individual or individuals.

Signature

Title

Date

Office Use Only. Date Form Received

Appendix J: Email Notice Authorization

Unit owners are asked to help conserve Association's financial resources by completing and submitting this form to the Property Manager. By allowing the Association to send you by email the legally required notices of monthly board meetings, annual meetings, special meetings and other notices, the Association will save the cost of first-class postage for each such mailing.

I, the undersigned individual am:

_____ The owner of condominium unit(s) # _____ located in the River Bend Condominiums, Coralville, Iowa.

_____ A member or agent of _____ which is an entity that owns unit(s): _____, and I have been designated by that entity to receive notice on its behalf, of proposed resolutions, board meetings, and members' meetings from the River Bend Condominiums Owners' Association.

By submitting this completed form to the RBCOA, I accept service of notice sent to me at the following email address, and waive my right to receive notice of monthly board meetings, annual meetings, and special meetings via US mail.

The email address to which such notices should be sent is:

_____ @ _____

Signed: _____ Please Print Name: _____

Office Use Only. Date Form Received
--