

Venbury II Townhome Owners' Association
Rules and Regulations
Adopted March 6, 2026

1. Payment of Association Dues

- a. Monthly dues are payable by the 1st and no later than the 10th of every month.
- b. A late fee of \$25.00 per month will be assessed to the unit owner.
- c. All insufficient funds bank charges will be assessed against the unit owner.
- d. All collection fees will be assessed against the unit owner.
- e. Any unit owner who is not current on dues is ineligible to vote on any Association business, and ineligible to serve on the Board of Directors.

2. Architectural Control

- a. No exterior alterations to the unit are permitted without PRIOR approval from the Property Manager and Board of Directors. This includes, but is not limited to, installation of hand rails, security cameras, windows, entry doors, garage doors, patios and decking.
- b. Only the Property Manager and contractors hired by the Property Manager are allowed access to the roofs of the units. Any other roof access must have PRIOR approval from the Property Manager. This includes, but is not limited to, home inspectors, installation of holiday lights/decorations, radon mitigation systems and security cameras.
- c. All exterior entry doors (including storm doors) must be metal and white in color.
- d. Any damages to the exterior of a unit caused by alterations made by a unit owner or their authorized contractor will be assessed against the unit owner.
- e. If a unit owner has installed security cameras, holiday lights, or other equipment to the exterior of the unit, upon sale of the unit the unit owner must have the buyer accept the items in writing to the Board of Directors and Property Manager, or remove and repair any unit damage prior to the sale.

3. Landscaping Control

- a. No alterations to the landscaping upon a Lot are permitted without PRIOR approval from the Property Manager and Board of Directors.
- b. No fences are permitted.
- c. Underground electric pet fences must have PRIOR approval from the Property Manager and Board of Directors.
- d. Unit Owners are required to contact Iowa One Call at 1-800-292-8989 PRIOR to any digging.
- e. Any property damage caused by a unit owner or their authorized contractor will be assessed against the unit owner.

4. No Rentals Allowed

Per the Covenants, all units must be owner occupied.

5. Barbeque Grills

No charcoal grills, smokers, or any other source of open flames is allowed. All propane or electric grills must be a minimum of 3 feet away from vinyl siding when in use. Operation of gas or electric grills inside garages or sunrooms is not permitted.

6. Trash and Recycle Bins

Trash and recycle bins must be stored inside garages. Bins are to be placed at the curb no earlier than the evening prior to the scheduled pickup day and returned to garage storage on the day of pickup.

7. Lawncare

- a. Any and all questions or concerns regarding the lawncare process must be directed to the Property Manager.
- b. All decorative yard items must be placed within a landscaped area so that they do not obstruct the lawn mowing and chemical application process.

8. Snow Removal

- a. Snow will be cleared in the event of two (2) or more inches of accumulation once snowfall has stopped. Depending on drifting winds, timing of snow removal will vary.
- b. Vehicles must be parked in garages during all periods of snowfall. Any driveway blocked by a parked vehicle will NOT be cleared of snow and becomes the responsibility of the unit owner.
- c. No seasonal decorations (including extension cords) are to be placed within 10 feet of driveways or sidewalks to allow for clear access for snow removal equipment and snow placement.
- d. Any and all questions or concerns regarding the snow removal process must be directed to the Property Manager.

9. Parking Rights

- a. No recreational vehicles or trailers, including but not limited to motor homes, campers, snowmobiles, or boats, are allowed to park in driveways. Some exceptions may apply with PRIOR approval from the Board of Directors.
- b. No driveway parking of an inoperable vehicle is permitted.
- c. No roll-offs or heavy equipment are allowed on driveways. Any concrete damage caused by a unit owner or their authorized contractor will be assessed against the unit owner.

10. Pet Restrictions

- a. A domestic dog weighing less than 45 pounds at full growth is allowed.
- b. A domestic cat weighing less than 25 pounds at full growth is allowed.
- c. Domestic pets are limited to two per unit.
- d. Any dog or cat allowed outside must be kept on a leash or kept within a pre-approved

underground electric pet fence. Tethering a pet outside to a stationary object is not permitted other than for periods of 1 hour or less; provided that (i) the animal is not continuously barking, (ii) the lead does not allow the pet to reach a sidewalk or other public area, (iii) the tethering does not interfere with lawn care services, and (iv) the pet has proper water available during any tethering.

- e. Unit Owners are responsible for prompt removal of all pet waste from any Association controlled exterior areas, and must adhere to all city pet ordinances.

11. Signs

All signs, including but not limited to real estate/for sale by owner and political campaign signs, must be within a landscaped area so it does not interfere with the lawncare or snow removal process.

12. Satellite Dishes & Radon Mitigation Systems

- a. No satellite dishes, television or radio reception antennas or towers are allowed without PRIOR approval from the Property Manager and Board of Directors.
- b. Any radon mitigation system installed by a homeowner must have pre-approval of the Property Manager including but not limited to exterior roof location and materials used.

13. Dryer Vents

- a. Dryer vents must be professionally cleaned every two years at the unit owner's expense. The Association will obtain a quote from a qualified contractor to clean all the units at one time, collect the fees from the unit owners prior to service date, and coordinate the service date with the contractor. Unit owners will be provided advance notice of the service date.
- b. Any unit owner who does not participate in the Association vent cleaning is required to hire their own contractor and provide proof of vent cleaning by submitting a paid receipt to the Property Manager.

14. Responsibility for Willful or Negligent Acts

In the event an Association Responsibility Element is damaged by a unit owner, a unit owner authorized contractor, or a unit owner guest, the cost of all repairs will be assessed against the unit owner.

15. Right of Enforcement

- a. **First Notice** – given with a written warning by email or USPS. After written notice is received, the violation must be corrected or a plan of action communicated to the Property Manager within ten (10) days.
- b. **Second Notice** – Fine of \$50 given with written warning by email or USPS.
Thereafter, fines will double every ten (10) days.
- c. Unit owner will be assessed for any and all legal and processing fees.

16. Code of Conduct

- a. The Board of Directors and attendees at Board Meetings shall conduct themselves in a professional manner. Any individual exhibiting threatening behavior will be required to leave the meeting and may be prohibited from attending future meetings.
- b. Any unit owner exhibiting threatening behavior toward any Board Member, Property Manager, or contractor hired by the Association, is strictly prohibited.