219

Doc ID: 032515750005 Type: GEN
Kind: CONDOMINIUM AMEND
Recorded: 06/30/2025 at 02:16:36 PM
Fee Amt: $27.00 Page 1 of 5
Johnson County Iowa
Kim Painter County Recorder
BK6669 PG802-806

Recorder's Cover Sheet

Preparer Information: Mayfield Condominium Association, c/o Keystone Property Management, 160 Southgate Avenue Suite D, Iowa City, IA 52240 Phone: 319-338-6288

Taxpayer Information: Mayfield Condominiums Association, c/o Keystone Property Management, 160 Southgate Avenue Suite D, Iowa City, IA 52240 Phone: 319-338-6288

Return Document To: Mayfield Condominiums Association, c/o Keystone Property Management, 160 Southgate Avenue Suite D, Iowa City, IA 52240 Phone: 319-338-6288

Grantors: Mayfield Condominiums Association

Grantees: Mayfield Condominiums Association

Document or instrument number of previously recorded documents: Book 3468 Page 123-124

AMENDED AND RESTATED
RULES AND REGULATIONS
FOR MAYFIELD CONDOMINIUMS OWNERS' ASSOCIATION

1. Dues are due on the 1st of each month. A late fee of $50 will be assessed to your account if dues are not paid by the 10th of each month. If your dues are 90 days past due, there will be a lien put on your property.

2. Owners must attend the Annual Meeting of the membership or may appoint in writing a proxy to attend the meeting in lieu of their own attendance. Failure to attend, or to provide a completed proxy form prior to the start of the meeting, will result in a $50 fine.

3. Automobiles may be parked only 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 buildings by another vehicle. Furthermore, no boats, snowmobiles, 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 Regime, known as Mayfield Condominiums.

4. No unit owner shall be permitted to erect a radio or TV antenna or any other fixture, item, wiring or appurtenance to the exterior or roof of any building. A unit owner may attach a TV satellite dish no larger than 18" in diameter to the unit but the location on the unit where the dish is to be attached must be approved in writing by the Board of Directors of the Association prior to installation.

5. Exterior name places and mailboxes will be installed in a manner uniform and consistent with that of the other units and approved by the association.

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

7. No unit owner shall make or permit any disturbing noises in the buildings or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences of the other units owners. No unit owner shall engage in any conduct within the condominium regime considered to be a disturbance of the peace. No unit owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a CD player or radio or television or other loudspeaker in such owners' unit between the hours of 10:00pm and the following 6:00am., if the same shall disturb or annoy other occupants of the buildings or adjacent units.

8. Each unit owner shall keep his or her unit in a good state of presentation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom,

or from the doors or windows thereof, any dirt or other substance. Each unit owner will keep the areas immediately in front of and in back of his or her unit free and clear of all trash, paper and debris.

9. Unit owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective units.

10. No animals or reptiles of any kind shall be raided, bred, or kept in any unit or in the common elements, except that a dog, cat or other household pet approved in writing by the Board of Directors of the Association, may be kept in a unit, provided that it is not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. No unit shall house more than one (1) pet, except as approved by the Board of Directors. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the limited or general common elements.

11. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by the resolution of the Board of Directors of the Association.

12. These Rules and Regulations may be amended, modified or altered only as provided in the Bylaws of Mayfield Condominiums Owners Association.

13. No one may use an outdoor fireplace or fire pit of any type.

14. No one may use an outside grill except under the following conditions:

    a. Gas grills are permissible on open decks of the twelve (12) plex buildings, six (6) plex building and duplex buildings. For those units that do not have open decks, grills may be temporarily used on open air patios or driveways. However, grills shall not be permanently stored on any driveway surface.

    b. The owner of a unit where a grill is used must possess a valid liability insurance policy and must provide proof of such insurance to the association prior to the first use of the grill and anytime after that upon the association's request.

    c. The owner of a unit, by using a grill on the property, hereby agrees to indemnify and hold harmless the association against any and all debts, obligations, costs and damages, including attorneys' fees, arising from any claims or causes in action, whether in law or equity, which may be asserted against the association relating to the use of a grill.

15. The association may levy a fine against any unit owner for violating the condominium Declaration, Articles of Incorporation for the Association, Bylaws of

the Association or any Rules and Regulations adopted by the association, including any amendments to those documents (collectively "Condominiums Documents"). The procedure for levying fines shall be as follows:

a. Demand. Upon the complaint of any two unit owners or upon the complaint of any two Directors of the association outlining an alleged violation of the Condominium documents, an officer of the association shall give the alleged violation written demand to cease and desist any alleged violation. The written demand shall specify (1) the alleged violation; (2) the action required to abate the violation; and (3a) if the violation is a continuing one, a time period not less than seven days during which the violation may be abated without further sanction; or (3b) if the violation is not a continuing one, a statement that any further violation of the same nature may result in the imposition of a fine after notice and a hearing.

b. Notice. Within 12 months of such demand, if the violation continues past the period stated in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board shall serve the violator with written notice of a hearing to be held by the Board. The notice shall be served via U.S. Mail, regular delivery or by personal service. The notice shall contain the nature of the alleged violation, the time and place of the hearing, which shall be not less than seven days from the giving of the notice, an invitation to attend the hearing and produce any statement, evidence, and witnesses on his or her behalf, and the proposed fine to be imposed.

c. Hearing. The hearing shall be held in executive session pursuant to the notice affording the violator a reasonable opportunity to be heard. Prior to the effectiveness of any fine, proof of notice and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or Director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a statement of the results of the hearing and the sanction imposed, if any. The violator shall have the right to present evidence at the hearing (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his or her own expense.

d. Amount of Fine. The Board of Directors of the Association shall be authorized to levy fines between $20 and $100 the first time a fine is levied against a unit owner, unless the violation involves the police or a threat to the safety of another person, in which case the Association shall be authorized to levy a fine of up to and including$500. The association shall be authorized to levy fines of up to and including $500 for subsequent violations of the condominium documents made by the same violator.

e. Payment and Lien. The violator shall have 30 days from the date notice of the fine is mailed or delivered to the violator to pay the full amount of the fine. Any unpaid amount due from the unit owner constitutes a lien against the owner's condominium unit pursuant to Section 8.6 of the Association's Bylaws. Upon levying the fine or at any time thereafter, the Association may record in the Johnson County Recorder's Office, a Notice of Lien Claim, notifying the public of the amount of the fine due from the unit owner.

These Rules and Regulations have been approved by the Board of Directors of Mayfield Condominiums Owners Association on the 30th day of June, 2025.

MAYFIELD CONDOMINIUMS OWNERS' ASSOCIATION

By: _____

Michael Madsen, President

By: _____

Sue Otto, Secretary