

# ***Handbook***

***CROWN COLONY TOWNHOMES OWNERS ASSOCIATION, INC.***

***Adopted January 11, 2022***

# **CROWN COLONY TOWNHOMES OWNERS ASSOCIATION, INC.**

## **Welcome to Crown Colony!**

Townhome living has many advantages. In a shared community like Crown Colony, responsibility is shared by all. If this is your first townhome, you may not be quite sure what to expect. Don't Worry! We have all had that uncertainty. We can promise that Crown Colony is a neighborly community.

This handbook provides a useful interpretation of the Crown Colony Townhomes Declaration and Bylaws, which govern the lifestyle of this community. The pages that follow summarize in brief form many of the things you will want to know. Following an introduction, which briefly interprets how we are organized, you will find three sections:

- I. Guidelines and Rules
- II. Finance Policies
- III. Repair and Replacement Policies

These Guidelines rules and policies may be revised from time to time by the Board of Directors. We hope you enjoy living in Crown Colony as much as we do! The following information should help.

***Introduction***  
***Crown Colony Townhomes Homeowners Association***

**MANAGEMENT:** Crown Colony was organized in July 1995. Under Iowa law, it is a not-for-profit corporation, consisting of six buildings with four units in each building. Ownership of one of these twenty-four units makes you a member of the Association. Members meet at least once a year in an annual meeting.

**ASSOCIATION MEMBERS ELECT A BOARD OF DIRECTORS**, which consists of four members, each serving a two-year term. Terms are staggered so that two members are elected each year. The board meets regularly to conduct the business of the Association. Any member is welcome at any meeting of the board.

**A PRESIDENT , VICE PRESIDENT, SECRETARY AND TREASURER** are elected by the Board of Directors at their first meeting each year.

**THE BOARD MAY APPOINT COMMITTEES** to carry out the necessary functions of the Association.

**NEW OWNERS ARE INVITED** and expected to serve the community wherever they may be most interested and needed. There is no magic to maintaining a quality association like Crown Colony. It is the product of an investment of membership time. We are a **do-it-yourself** organization.

## ***I. Guidelines and Rules***

The Guidelines and Rules express the good manners expected of those living in a close-knit community. Thoughtful conduct, which these rules represent, makes us better neighbors. These Guidelines and Rules are drawn from other successful associations. Unless otherwise specified, numbers in parentheses at the end of subsections refer to the Crown Colony Townhomes Declaration of Covenants, Conditions, and Restrictions, Article VII, on which the following Guidelines and Rules are based.

- A. **NOISE AND OTHER NUISANCES:** Because of the close proximity in which we live, residents should be sensitive to any noise which may be communicated from one unit to another, and avoid practices that may be disturbing or offensive to neighbors. Neighbors should be notified in advance of outdoor parties on decks or in garages, and any noise associated with such gatherings must end by Midnight (Declaration Section 2: f, i).
- B. **STORAGE:** No personal property shall be stored outside a unit, except for appropriate deck furniture and grills. Nothing else is to be stored on or under decks. Bicycles and similar equipment must be stored indoors (Declaration Section 2: r). In addition, the City of Des Moines allows only gas grills that use no more than one twenty-pound LP cylinder on the decks of condos and townhomes. Charcoal grills, fire pits, chimineas and any other open-flame cooking devices may not be operated on decks, or within ten feet of combustible construction.
- C. **TRASH:** No waste shall be disposed of in or on the Crown Colony grounds. Homeowners should inspect near their units regularly for any litter or debris that may collect. Trash containers are furnished, and should be put out either the night before scheduled pickup or in the early morning. Be aware that collection may vary from the scheduled pickup due to weather or holidays. Containers are to be returned to your garage by the evening of pickup. Mark containers so that neighbors can assist if you are delayed (Declaration Section 2: p).
- D. **SIGNS:** No sign may be displayed in Crown Colony without prior board approval. Real estate signs, limited to two, one on the lawn of the unit, and one at the entrance to Crown Colony Court, are permitted. The board is authorized to determine the location and nature of all signs (Declaration Section 2: o).

- E. **CLOTHES DRYING:** No laundry or similar drying of clothes or bedding shall be done outside a unit (Declaration Section 2: r).
- F. **USE OF UNITS BY NON-OWNERS:** All units are single-family dwellings. All persons living in the unit must share the unit as one home. This means that no portion of the dwelling can be rented while the owner is in residence. However, owners may allow others to lease or otherwise use their units during periods when they are away. The board will hold owners responsible for the behavior of any lessees or guests. Owners must review these guidelines and relevant policies with any persons occupying their unit, securing their willingness to abide by them (Declaration Section 2: a, b, i).
- G. **ALTERATIONS:** Nothing shall be altered or added to the exterior of any building or constructed on Crown Colony grounds without the prior consent of the board. Requests are to be submitted to the board and should be accompanied by a detailed design plan. The operative principle is that no change shall detract from the appearance or architectural harmony of the colony. Reasonable display of holiday decorations and lights is permitted. As of September 30, 1999, existing patios, decks, and concomitant appurtenances thereto are grandfathered as though approved by the board (Declaration Article V).
- H. **PLANTINGS:** Plants and flowers are permitted on decks, porches, and in the areas immediately adjacent to the foundation of each unit. All homeowners are encouraged to provide, at their own expense, a variety of landscape plantings around the exterior perimeter of your home. The association will provide shrub trimming, unless homeowners prefer to do it themselves. If a homeowner's foundation plants do not meet minimal standards, as measured by most other Crown Colony units, the board will contact the homeowner and make suggestions for improvement. If foundation landscape plants have died, the homeowner should replace them to keep up appearances. If a homeowner wishes to make landscape changes near his/her unit, the approval of the board is required. Requests should be accompanied by a detailed design plan (Declaration Article V).
- I. **OWNERS WHO ARE ABSENT:** for extended periods are asked to leave contact information with the association secretary in case it is necessary to communicate with them. It is good practice to leave a house key with a neighbor when away so that emergency response can be facilitated, a furnace can be checked in winter, and other emergencies can be handled during a homeowner's absence. Neighbors helping neighbors is our lifestyle.

- J. **PETS:** Dogs and cats are welcome in Crown Colony, provided their owners abide by the following rules and city codes. If the dog is on the owner's property it must be restrained by an adequate protective fence or by leash, cord, chain or similar restraint or the pet must be at all times within the actual physical presence of and immediately obedient to the commands of the owner or person given charge of the dog and at no time be more than six feet from such person. If the dog is off the owner's premises it must be on a leash, cord, or chain or other similar restraint not more than six feet in length and under the control of a person competent to restrain and control the dog. Cats are not required to be leashed; however, if a cat is not confined within a premise, it is required to be spayed or neutered, properly licensed and must display a spay/neuter tag issued by the City. (Section 2: d)

### **1. EXCLUSION OF "DANGEROUS" AND "VICIOUS" DOGS**

a. The following breeds of dogs, including mixes that include one of these breeds (mixes), are not permitted on or about the Properties of the Association, including the Lots and residential structures thereon and the Common Areas, whether the dog is owned by, in the possession of, or under the control of any owner, tenant, or visitor:

- |                                     |   |
|-------------------------------------|---|
| i) Pitbull                          | vi) German Shepherd                       |
| ii) Staffordshire Terrier           | vii) Chow                                 |
| iii) American Staffordshire Terrier | viii) Presea Canario                      |
| iv) Doberman Pinscher               | viii) Akita                               |
| v) Rottweiler                       |   |
| ix) Alaskan Malamute                | xii) Mix that includes one or more of the |
| x) Siberian Husky                   | above listed                              |
| xi) Wolf-hybrid                     |   |

b. A dog of any of the above breeds, including a mix, currently residing in the Association that dies or is given away may not be replaced by a dog of any of the breeds listed above, including a mix.

c. Any dog living in the Association that is designated "vicious" or "dangerous" by the appropriate authority must be permanently removed from the Association within two days of being so designated.

d. Any dog designated "vicious" or "dangerous" by the appropriate authority and not living in the Association is not permitted on or about the Properties of the Colony, including the Lots and residential structures thereon and the Common Areas, whether the dog is owned, in the possession of, or under the control of any owner, tenant, or guest.

**2. LIMIT ON THE NUMBER OF DOGS IN A HOME** No more than two dogs may reside in a residential structure in the Association, whether the dogs are owned by or under the control of the owner, a lessee, or a guest. Written requests for a waiver may be approved by the Board for guests staying longer than two weeks.

**3. ONLY SPAYED AND NEUTERED PETS** Only dogs and cats that are spayed or neutered may reside in the Association.

**4. PET WASTE** Any person owning or keeping a pet shall be responsible for and shall immediately and at all times clean up any waste or excrement from the pet in a Lot or Common Area.

**5. COOPERATION AND ENFORCEMENT** The owner, lessee, or guest in possession or control of any dog or cat in the Association shall cooperate with Association to assure compliance with these rules by providing requested documentation of ownership, breed, licensing, spaying, neutering and, in the case of “vicious” and “dangerous” dogs, proof of required insurance, within 24 hours of any written request for the same.

## **6. VIOLATIONS**

a. Violation of any pet restriction and/or failure to fully and timely cooperate in enforcement of any pet restriction will result in the homeowner of the residential structure that houses the pet being provided with a written notice of the violation and request for immediate compliance.

b. Twenty-four hours after delivery of the written notice discussed above, any continuing violation or failure to cooperate will result in a reasonable enforcement assessment at the following rate:

i) \$50 for day one and each subsequent day for each violation and failure to cooperate;

ii) Any assessment totaling up to \$1550 for each violation or failure to cooperate, together with costs and reasonable attorney fees, shall be a charge upon the land and shall be a continuing lien upon the property against which the assessment is made and shall also be the personal obligation of the owner of such property at the time when the assessment fell due. The personal obligation for delinquent assessments shall pass to the owner’s successor in title.

**K. PARKING:** Townhome living puts people in close proximity to each other, so all homeowners are asked to use common courtesy when using and parking their vehicles. The board has authorized the following vehicle rules and restrictions to help facilitate this (Declaration Article VII Section 2: e).

1. Garage your personal vehicles. Parking outside your garage is allowed for short periods, but the goal is to keep all outside areas as uncluttered by vehicles as possible.

2. The common parking spaces are intended for visitors. They are not to be used for storage of homeowner's personal vehicles. Please ask your guests to use them. Do not block neighboring driveways, and do not park alongside the curb except for loading and unloading.

3. Homeowners are responsible for informing their guests of parking restrictions. Notify neighbors if a homeowner is hosting a large event.

4. The parking or storing of cars, boats, trailers, campers, trucks, motor homes, commercial vehicles or similar vehicles is prohibited on any driveway or parking area, except during reasonable periods of loading and unloading, performing normal maintenance and cleaning, or the short-term visitation of guests (Declaration Article VII Section 2: e, f, g).

5. Special cooperation is required during periods of snow removal. Any vehicle outside must be moved so that the snow removal contractor may clear all driveways and communal parking areas. Space to pile the snow is limited, and all such areas must be kept clear. Failure to comply may result in a fine, towing of the vehicle, and/or a charge for added snow removal services.

**L. VIOLATIONS:** All homeowners have a stake in maintaining the high standards of Crown Colony. However, the board is directly charged with this responsibility. It may grant variances for good cause when these guidelines and rules create a hardship. Homeowners who habitually ignore any of these guidelines and rules will be personally reminded of their violations. If the infraction or offending behavior is not corrected, a written notice will be sent to the homeowner. After receipt of the written notice, the board may assess a fine or any other penalty that the board deems reasonably appropriate (Declaration Article VII Section 2: i).

## ***II. Finance Policies***

Crown Colony is fortunate to be in a stable financial position. We are proud that our homeowners are very responsible in paying their share of the common expenses, that the board and its treasurer keep a strict accounting of funds and



pay bills promptly, and that the association is working to establish adequate reserve and replacement funds to meet foreseeable future obligations without resorting to special assessments. The finance policies authorized by Declaration Article IV, sections 1-10 within the board's authority are as follows:

**A. DUES:** All Crown Colony expenses are paid by its homeowners. Each unit is assessed 1/24th of a share of the common expenses. This share is commonly called "dues." Dues shall be paid to the treasurer by electronic funds transfer (EFT) and are due the first of the month. Payments delinquent beyond 30 days will be assessed at 20% added to outstanding balance. Sums assessed and not paid constitute a lien against the unit in question.

**B. ANNUAL BUDGET:** Dues represent a homeowner's proportionate share of the annual budget, as prepared and adopted by the board of directors.

**C. BUDGET CATEGORIES:** The budget provides for three (3) categories: **1) Operating Expense Fund**, which includes water; solid waste pick-up; snow removal; lawn and yard care; and casualty and liability insurance and administration; **2) Emergency Fund**, which includes any billing beyond normal operating expenses; and **3) Capital Improvement Fund** for the long-term repair and replacement of common elements in the association. An ongoing fifteen year financial funding plan is to be prepared in anticipation of future capital expenditures. Each year, this will be updated to reflect current costs. At the close of each fiscal year, the percentage to be allocated to each of these funds will be evaluated by the board.

**D. DISBURSEMENTS:** A checking account is maintained by the Crown Colony treasurer, and is disbursed upon receipt of approved bills. The treasurer reports regularly to the board and to all homeowners.

**E. FINANCIAL REVIEW:** The treasurer's records are to be audited or reviewed at the close of each fiscal year and reported to the board and members. The auditor(s) or reviewer(s) shall be board-appointed person(s).

**F. SECURITY:** All who handle association funds are covered by insurance against any misuse of funds.

### ***III. Repair Policies***

All homeowners have a vital interest in the maintenance of Crown Colony. The association is organized to ensure that repairs and replacements in the common areas are performed as needed. The bylaws assign responsibility to the board of directors, who shall have the powers and duties to “formulate policies for the administration, management, and operation of the project and the common elements.” (Declaration, Article I, Sec 6; Article II, Sec 3-4; Article VII, Sec 2, i)

**A. REPAIR REQUESTS:** Homeowners should contact the board of directors in a timely fashion regarding any problems known to exist in their homes. The board will respond promptly to repair requests, determining whether or not: a) the requested repairs are the responsibility of the association or the homeowner (see chart following this section); b) whether the requested repair needs to be completed immediately, or can wait until that building is scheduled for major attention; and c) whether the request is structurally vital or primarily cosmetic in nature. Cosmetic repairs may be authorized at the discretion of the board.

**B. APPEALS:** Any homeowner who does not agree with a repair or replacement decision of the board can make written appeal to the board. The board may appoint a facilitator(s) to help in resolving the dispute. In all matters, the board’s decision shall be final and absolute. If the homeowner wishes, and if the board approves, a homeowner may, at his/her own expense, make repairs that the board has denied, delayed, or determined to be not currently feasible.

**C. QUALIFIED CONTRACTORS:** If the board has difficulty finding a suitable contractor to do planned upkeep in a timely manner, it may authorize a homeowner to seek a bid from a minimum of two qualified contractors. The board shall determine which, if any, of these bids may be acceptable.

**D. MAINTAINING PROPERTY STANDARDS:** The board has the right and responsibility to maintain and repair any unit, if it is deemed reasonably necessary to protect the wellbeing or appearance of the entire association, and a homeowner has failed to perform such maintenance and repair. Repair of any damage to the common elements from homeowner action or negligence shall be charged to the homeowner.

**E. CONCRETE REPAIR/REPLACEMENT:** The concrete in driveways and in the street will need periodic maintenance. The board plans for such concrete work, making recommendations for repair/replacement, and also advising homeowners

of the cost of any work for which they are responsible. Necessary work should be done by a contractor selected by the board, seeking concurrence with homeowners on work for which homeowners are responsible.

**F. ROOF LEAKS:** Any evidence of leaks noted on interior surfaces should be reported immediately to the board, which will schedule roof repairs by a qualified contractor following receipt of no fewer than two replacement bids. Interior repainting caused by a leak is the responsibility of the homeowner. New shingles shall be similar in quality, type, and appearance to those used on the existing buildings.

**G. LIABILITY INSURANCE:** A certificate of insurance for liability must be provided by any contractor or individual engaged to do work which will be paid for by the association. The contractor should be registered with the Iowa Department of Labor. If the contractor has employees, then a certificate of insurance for Worker's Compensation is also required. Once obtained, these certificates are to be kept on file by the Crown Colony president.

## **MAINTENANCE WHO IS RESPONSIBLE?**

The following chart displays the responsibilities of the association and of the homeowners. An “X” indicates responsibility for maintenance/upkeep or repair/replacement. Interior responsibility generally belongs to the homeowner, except when association-initiated work has caused damage. Please refer to this chart before requesting services from the association.

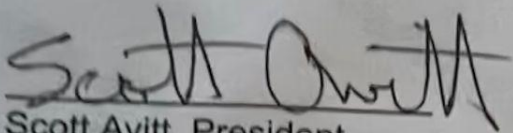
DESCRIPTION	ASSOCIATION	HOMEOWNER
<b>Common Elements</b>		
Building Structural Elements	X	
Exterior Surfaces	X	
Roof Repair/Replacement	X	
Gutters and Downspouts including yearly cleaning	X	
All Exterior Painting	X	
Snow Removal on Streets and Driveways	X	
Common Area Landscaping	X	
Street/Driveway Repair (except concrete next to garage)	X	
Sidewalks or Entry Blocks		X
Porch and Deck Repair		X
Yard Lights		X
Mowing/Fertilizing the Lawn	X	

Maintaining/Trimming Bushes	X	
Remove/Replace/Add Foundation Plantings/ Trees		X
<b>Plumbing</b>		
Sewers, outside of building	X	
Water Service to Building	X	
Faucets, Valves, Seals, Shower Heads, Toilets		X
<b>Electrical</b>		
Common Wiring to Meter	X	
Meter and Electrical Panel		X
Interior Wiring, Fixtures, Receptacles, Light Switches		X
<b>Walls and Floors</b>		
Drywall of walls and ceiling of the exterior	X	
Interior Walls		X
Interior Paint and Wallpaper		X
Basement Floor		X
Garage Slab		X
Subfloors	X	
Joists and Wall Studs	X	
Basement Wall and Foundation	X	

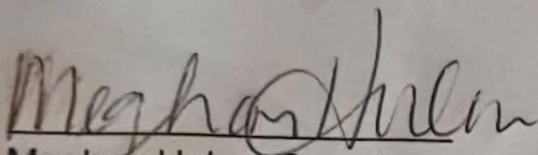
<b>Windows and Doors</b>		
Window Frame and Exterior Trim	X	
Window Glass and Interior Trim		X
Window and Door Seals		X
Window Hardware and Dividers		X
Door Hardware, Locks, Deadbolts		X
All Doors, Interior and Exterior		X
Garage Doors and Openers		X
All Screens		X
<b>Porches and Decks</b>		
Railings and Lattice		X
Structure and Deck Planking		X
Cleaning and Sealing Surfaces		X
Snow Removal from Decks and Porches		X
Porch Handrails		X
Snow Removal from Walks and Steps	X	
<b>Equipment</b>		
Furnace		X
Air Conditioning		X

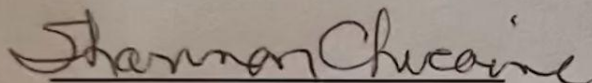
Hot Water Heater		X
Sump Pump		X
Smoke and CO Detectors		X
TV Antenna and Cable		X
Household Appliances		X
<b>Miscellaneous</b>		
Address Numbers on Units	X	
Window Cleaning		X
Architectural Modifications: Skylights/ Egress Window Units, etc.		X
Misc. Improvements Installed by Homeowners for Convenience		X

IN WITNESS WHEREOF, we being all the directors of the Crown Colony Townhomes Owners Association, Inc., have hereunto set our hands this 11 day of January, 2022.

  
Scott Avitt, President

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Vice President

  
Meghan Hulen, Secretary

  
Shannon Chicoine, Treasurer