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BK **18861** PG **163-169**

Prepared by: Pam Ireland  
RETURN TO: 2980 99<sup>th</sup> Street  
Urbandale, Iowa 50322 (515) 965-7740  
Return to: Edge Property Management  
2980 99<sup>th</sup> Street  
Urbandale, Iowa 50322 (515) 965-7740

## Grants Cove Condominium GENERAL RULES & REGULATIONS

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## **Grants Cove Condominiums**

### **GENERAL RULES AND REGULATIONS**

Each homeowner is responsible for his or her own actions, as well as the actions of all of their residents of their unit, their tenants, visitors and guests. Each homeowner must supply to their tenants, a copy of the Grants Cove Condominiums Declaration (Covenants) and these Rules & Regulations.

#### **1. VEHICLES, GARAGES, AND PARKING.**

- a. No vehicle or trailer shall impede or prevent access to any entrance of the Condominiums.
- b. No vehicle or trailer shall be parked or driven across the lawns of the Condominiums.
- c. No vehicle shall be operated in excess of 10 mph throughout the Condominiums driving areas.
- d. No vehicle or trailer shall be parked in the designated "No Parking" areas of the Condominiums.
- e. No vehicles shall be in "nonworking condition" for more than 24 hours, including, but shall not be limited to, flat tires, nonfunctioning motors and other conditions causing the vehicle not to be operational. Such vehicles will be towed at owners' expense without notice.
- f. All vehicles must be moved from a non-purchased parking spot at least every 48 hours. Vehicles that do not move will be tagged and then towed 24 hours later if not moved. There will be no other warnings before towing. If a vehicle has to be parked in a non-purchased spot for more than 48 hours due to vacation, illness, etc. a temporary tag can be obtained from Edge Property Management for these rare instances.
- g. No motorized vehicles shall be repaired on the premises of the condominiums. This includes oil changes and any other repairs. Owners / tenants cannot do business out of garages.
- h. No boats, trailers, RTV's, ATV's or other such vehicles shall be stored within the Condominium property without prior written consent from the Property Management Company.
- i. Each Condominium is allowed one open parking space and one assigned garage space.
- j. If a Condominium has more than two (2) vehicles, one vehicle MUST be parked in the garage at all times. Garages may not be used for storage prohibiting a vehicle from parking inside.
- k. Garage doors must be kept closed at all times (when not in use) for security and aesthetic reasons.

#### **2. COMMON AREAS.**

- a. The common areas and limited common areas must be kept clean and neat at all times.
- b. Owners shall be fully responsible for any damage caused by themselves, residents of their unit, their guests, their tenant or their tenant's guests and pets, to Common Areas. Repairs to the Common Areas will be charged to the unit owner responsible.
- c. If common area is damaged in any way and not brought back to original form, the Unit owner who caused the damage will be charged to return it original form.
- d. Usage of the Common Areas shall not disturb the quiet enjoyment of others.

#### **3. COURTESY TO NEIGHBORS.** No noise that may disturb the quiet enjoyment of other Owners shall be permitted within the Condominium grounds.

For the consideration of all persons residing within the Grants Cove Condominiums community, no loud, abusive, boisterous or excessive noise or conduct will be permitted from any Owner, tenant, guests or pet. This includes, but is not limited to car alarms (car may be towed at owner's

expense if alarm is not deactivated within a reasonable amount of time), the use of sound system equipment, radios, televisions, parties, barking or other nuisances.

Interior construction is ONLY permitted from 8 a.m. to 5 p.m.

Quiet hours are 10:00 p.m. until 8:00 a.m. All noise levels are to be kept to a minimum during these hours.

4. **WASTE MANAGEMENT RULES.**

- a. There shall be no littering. All refuse/trash and recycle materials shall be deposited only in the designated dumpsters. Trash MUST be bagged and secured tightly before being placed into the dumpsters. Cat litter must be double bagged and tied before being deposited in the dumpsters. Recycle Materials must be in a PAPER BAG or DUMPED LOOSELY into the recycle bin. DO NOT put recyclables in a plastic bag. No plastic bags whatsoever are to be placed in the recycle bin. Under NO circumstances is garbage or recycling to be left on the ground.
- b. No garbage, trash or recycling shall be left in the breezeways, on patios or decks, on stairways or landings or in the public view for any amount of time.
- c. No household furnishings (i.e. furniture, electronics, remodeling materials, carpet, appliances, etc.) shall be placed in or near the dumpster, or anywhere within the development. Dumping of these items will be back charged to the Owner of the unit.

5. **SMOKE DETECTORS.** All unit owners and renters shall have installed and maintain smoke alarms throughout the unit. The smoke alarms must be in good working condition, as required by law. They must be operable at all times.

6. **WINDOW COVERINGS.** Owners shall install suitable window coverings within thirty (30) days after the purchase of their Condominium. "Suitable window coverings" shall not include newspapers, sheets, bedspreads, blankets, flags, rugs and similar items. All window coverings shall be lined white in color when viewed from the exterior of the building.

7. **SIGNS.** No signs of any nature other than typical real estate signs may be posted in a manner that they are visible from the exterior of the home. This also means that no signs, notices, advertisements or illuminations shall be displayed in any window or on any other part of the Condominium Property.

8. **RESTRICTION ON RENTALS.**

- a. No unit may be rented without the PRIOR written approval of the board of directors.
- b. Rental terms must not be shorter than 30 days.
- c. Unit owners leasing their home must supply the management company the following items no later than 15 days prior to the date of occupancy:
  - i. A copy of the lease.
  - ii. Background check on the tenant.
  - iii. A check in the amount of \$50.00 (non-refundable) for processing the documents regarding the lease and any other reasonable fees that the Management Company may levy to cover processing and handling.

- d. All lease agreements shall be on a form of standard condominium lease agreement and must at least contain the following language:
  - i. All tenants are subject to and must abide by all the terms and conditions of the Declaration, the Bylaws and the Rules and Regulations governing the association and are subject to the payment of established fines and actual damages arising from violations of these Rules and Regulations. Unit owners remain ultimately responsible for such fines and actual damages assessed as a result of the actions of tenants of their Units.
  - e. The unit owner must give the tenant a copy of the Rules and Regulations, Bylaws and Declaration and a signed receipt must be submitted to the Property Management Company fifteen (15) days prior to the beginning of the lease.
  - f. If any unit owner permits a prospective tenant to move into the unit without abiding by the above procedures, they will be assessed a fine of \$25 per day until the violation is remedied.
  - g. Any owner found to be in violation of this section shall be notified of the violation. The owner will also be subject to a one-time fine in the amount of \$500 and an additional fine of \$200 per month.
9. **BALCONIES AND PATIOS.** Owners shall be allowed patio-type furniture only on the deck or patio. Plants are permitted on the patio/decks. However, do not keep anything that would drip or retain moisture onto the wood of the deck. Plants are not allowed on the steps leading to the home or on any common areas.
  - a. Owners shall keep the deck or patio neat and clean at all times. Owners shall not hang rugs, towels, laundry, or other household items on the railings or other portions of the deck or patio. Patios and decks shall not be used for storage. (No cabinets, containers, bicycles, toys, etc.)
  - b. Owners shall not allow dirt, trash, pet waste, cigarette butts, water or other items to fall onto the patio or deck below.
  - c. Staining of deck must be done by the owner and must be done in the approved color which is listed on the Association website. No other colors will be allowed.
  - d. Any changes, additions or alterations to the decks or patios must be approved by the Board of Directors prior to any workmanship.
10. **BARBEQUE GRILLS.** Charcoal grills are NOT allowed for any units. Gas grills or electric grills must be pulled at least five feet away from any combustible surface when hot.
11. **ANTENNAE or SATTELITE.** No antenna, aerial or satellite dish shall be installed or attached to the Condominiums without prior written approval from the management company.
12. **WINDOW AIR CONDITIONERS.** No fans or air-conditioning units shall be permitted within the Condominium windows.
13. **PETS.** In order to ensure that the rights of owners to keep pets and the rights of owners without pets are both respected, the Grants Cove Board of Directors establishes a policy as follows:
  - a. Only traditional household pets like dogs, cats, birds and fish are permitted.
  - b. No animal shall be kept or bred for commercial purposes.
  - c. Each unit may have one pet, such as one cat one dog weighing no more than 25 pounds as a mature adult animal.

- d. All Pets must be registered with the Association through the management company.
  - e. For safety reasons, all pets outside the Condominium Unit must be on a leash, cord, or other similar restraint not more than eight feet in length and under the control of a person competent to restrain and control the animal.
  - f. NO PET shall be tied, fenced or housed outside a condominium unit.
  - g. No pet shall create noise, odor or be allowed to disturb other residents. These pets must be removed from the property within 7 days after written notice from the board of directors or the management company.
  - h. Pet owners shall immediately clean up after their pets waste and it must be disposed of immediately in the provided dumpsters.
  - i. Pets will not be allowed to urinate or defecate on the buildings, patios, decks, or breezeways. A fine of \$100.00 for each occurrence and any cleanup costs will be assessed. Unit owners are ultimately responsible for damages and all tenant pet violation fees.
14. **CHRISTMAS TREES.** No live Christmas trees, wreaths, boughs or similar items shall be permitted within the Condominiums.
15. **FLAMMABLE/HAZARDOUS MATERIALS.** No flammable, combustible or hazardous materials or containers (including gas cans) shall be stored within the Condominium units, Garages or Patio Storage Areas except items for normal household use.
16. **PEST CONTROL.** Owners have the responsibility of pest control within their Unit, patio or deck, if needed. The Property Management Company (or any contractor authorized by the Property Management Company) shall have the right to enter the Condominium with a 24-hour notice for the purpose of inspecting and, if necessary, taking measures to control or exterminate any vermin, insects or other pests. Any expenses incurred will be assessed to the Owner.
17. **LOSS OF PROPERTY.** The Homeowner Association shall not be responsible for loss of Owners' personal property resulting from casualty, theft, Act of God or otherwise.
18. **CONSENT.** Any consent required from association hereunder may be granted or withheld at association's sole and absolute discretion.
19. **ASSOCIATION PARTICIPATION.** In order to participate in Association Meetings, Annual, Special and Regular, or to run for a seat on the Board of Directors, a member must be in good standing with the Association. All dues, fees, assessments and fines must be paid in full and no liens placed on the property.
20. **PRIVACY.** To protect the information of homeowners and residents of Grants Cove, the Grants Cove Board of Directors establishes a policy as follows:
- a. **Personally Identifiable Information (PII)**  
~~In order to better provide services, Grants Cove Homeowners Association and/or The Property Management Company may collect personally identifiable information as defined by Federal or Iowa State law, including, but not limited to, the following:~~
    - First and Last Name
    - E-mail Address
    - Phone Number

- d. All Pets must be registered with the Association through the management company.
  - e. For safety reasons, all pets outside the Condominium Unit must be on a leash, cord, or other similar restraint not more than eight feet in length and under the control of a person competent to restrain and control the animal.
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  - h. Pet owners shall immediately clean up after their pets waste and it must be disposed of immediately in the provided dumpsters.
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- a. **Personally Identifiable Information (PII)**  
In order to better provide services, Grants Cove Homeowners Association and/or The Property Management Company may collect personally identifiable information as defined by Federal or Iowa State law, including, but not limited to, the following:
    - First and Last Name
    - E-mail Address
    - Phone Number

- Address (includes property owned within the association and address of primary residence)
- Status (on-site resident, off-site resident, snowbird, etc.)

You will be required to provide certain personal information when you fill out forms or requests including but not limited to an information contact form, vehicle registration, pet registration, service request, etc.

If you send an email to Grants Cove, through the association website or the Property Management Company, you should know that email is not necessarily secure against interception. If your communication includes sensitive information that you prefer not to provide in email, please use postal mail or the telephone rather than email.

**b. Using Personal Information**

The personal information collected is used for the following purposes:

- To provide periodic mailings: Your address is used to send notices including association budget, annual meeting notice, special assessments or any other documents as required by the association Covenants, Bylaws or Rules and Regulations.
- To provide customer service: Information you provide is used to fulfill service requests and any other needs to conduct association business.
- To send periodic emails: Your email address will be used to send time-sensitive information and updates pertaining to the association. It may also be used to respond to inquiries, questions, and/or other requests you have made to the association.

**c. Board of Directors**

Homeowners serving as a director or running to be a director on the Grants Cove Board of Directors are entitled to the same information privacy protection as any other homeowner. The current directors and those running will not be identified other than by first name in a public setting by the association. All other personally identifiable information (PII) outlined above will be protected by the association. The Board of Directors shall use confidentiality when specific homeowner information is discussed.

21. **INSURANCE.** Owners must maintain an insurance policy for their Condominium per the governing documents. Please provide the Governing Documents to your Insurance provider to make sure that you have the appropriate coverage.

22. **ENFORCEMENT OF RULES AND REGULATIONS.**

Fines shall be imposed as follows unless specifically stated differently elsewhere in the governing documents:

- First offense fine - \$100
- Second offense fine - \$250
- Third offense fine – Up to \$250 per day

Dated this 2 day of November, 2021.

  
Wendi Spuehler - Agent

STATE OF IOWA                    )  
  ) ss.  
COUNTY OF DALLAS            )

The foregoing instrument was acknowledge before me this 2 day of November, 2021 by Wendi Spuehler, an Agent of the Grants Cove Condominium Owners Association, an Iowa not-for-profit corporation, for and on behalf of the corporation.

Marcia E Greco

