



Village on Delaware Homeowner's Association

**Description of Homeowner's Association &
Summary of Association Covenants**

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1. Document Disclaimer

While every effort is taken to ensure that this document is accurate, it is provided to you without warranty. Should a dispute arise between the Association Covenants and this document, the Association Covenants are those that have legal standing. This document also includes specific comments regarding the interpretation of the Covenants by the current Association Board of Directors. These will be clearly highlighted in red italic text. A new Association Board of Directors may have a differing view and choose to change that interpretation.

This document may be modified by the Board of Directors for any reason and at any time. Please check www.villageondelaware.com on a regular basis to ensure that you have the most recent version.

2. Document Purpose

The Board of Directors appreciate that you have more important things to do than dig through the pages of legal documentation that constitute the Association Covenants. We have therefore put together this document to summarize what the Association is, what your obligations are to the Association and what we provide for you.

3. FAQ

3.1 What is the Village on Delaware Association?

The Village on Delaware Association is a homeowner Association whose members consist of the Owners of all units within the Village on Delaware. Membership is compulsory and cannot be waived for any reason except for the transfer of ownership of your unit to another person, at which point they become the member of the Association for that unit.

3.2 Who are the Board of Directors and what do they do?

The Board of Directors consists of five Owners from within the Village on Delaware who have volunteered their time in order to run the Association. They are elected during the Association's annual meetings and serve for 1 or 2 year terms.

3.3 What are the Association Covenants?

When the Association was first incorporated, along with the Articles of Incorporation the developer of Village on Delaware (Triton Homes) created additional documents (the Declaration, Rules & Regulations and By-Laws, referred to in this document by the overall name Covenants) that describe how the Association should be run, including:

- b) What obligations the Association has to its members
- c) What obligations members have to the Association
- d) The rules & regulations members are expected to follow
- e) The methods available to the Association to enforce said rules & regulations

These documents are filed with the Polk County Recorder.

Please note that neither the current nor previous Board of Directors had any input into the creation of these Covenants. The Board is also unable to make changes to the Covenants without a majority vote of the Association members (see item 3.7 below). The Board can set its own rules & regulations, but these cannot contradict the Covenants.

3.4 Where can I find a copy of the full Association Covenants?

These are available online via the website of the Polk County Recorder. Please follow these steps to reach the documents:

- 1) Visit http://216.81.134.113/resolution/indexing/idx_simple_name_search.asp
- 2) In the Firm/Last Name section enter "Village on Delaware" Click the Search button.
- 3) On the next screen, select all of the check boxes and then click the Display button. The third item in the list contains the by-laws & rules/regulations. Clicking "View Image" will display the relevant documents.

NOTE:

* The Association & Board of Directors are not responsible for the content of this external website.

* In order to view the documents you are required by the site to install a browser plug-in.

The Board has also uploaded a PDF version on www.villageondelaware.com. A paper copy can also be requested from Mike Young with Knapp Properties, the Association's management company. Mike can be contacted at 515-222-5207 or myoung@knappproperties.com.

3.5 How do I contact the Board of Directors?

The Board of Directors is always keen to hear any questions or comments you have about this document or about your experiences living in The Village on Delaware. In all correspondence please be sure to indicate that you are a resident of The Village on Delaware and your unit number. We are available via the following methods:

Phone

Mike Young with Knapp Properties takes calls on behalf of the Association and will work with the Board to answer any questions you may have. He can be reached at 515-222-5207.

Fax

Mike Young's fax number is 515-440-4554.

E-Mail

The Board of Directors and Mike Young can be contacted via www.villageondelaware.com by registering with the site and clicking the "Email the Board" button. Mike can also be contacted via his direct email, myoung@knappproperties.com.

Regular Mail

The address for mailing Association Fees payments or to contact the Board is:

The Village on Delaware
4949 Westown Parkway, Suite 200
West Des Moines, IA 50266

IN THE EVENT OF AN EMERGENCY

Should you be involved in an emergency at home such as a fire, roof collapse, or other situation which could cause damage to your home, please ensure that you and your family are safe and contact the emergency services if necessary. As soon as possible after that please contact Knapp via their 24 hour emergency phone number, (515) 223-4000. Please note that this number should only be used for emergencies.

3.6 Why have I never heard of these Covenants before?

Historically the Association has not always told when a home within Village on Delaware is sold or new renters move in. We are therefore reliant on the person selling or renting the house to make the new residents aware of the Covenants, but we are aware that this is sometimes not the case. Nevertheless, it is worth noting that as a condition of owning or residing in a unit within the Village on Delaware, you are legally bound to follow the Covenants.

3.7 I don't agree with a particular item within the Covenants. What options are available to me to get this changed?

The first step would be to contact the Board with your specific concerns. The Board actively encourages feedback from owners and residents regarding the Covenants. We will review your concerns and if determined necessary a ballot can be distributed to all Owners to vote on a change to the Covenants. **In order for a change to become effective 90% of all owners must approve it.** Note that historically it has been difficult to receive that kind of response to anything related to the Association.

4. Owner Obligations to the Association

4.1 When you move into / purchase a home within the Village on Delaware

- **Contact the Association via phone, e-mail or regular mail as soon as possible and provide the following information:**
 - Your name and the address of the unit you have just purchased
 - Documentation providing evidence of your ownership of said unit
 - Documentation providing evidence that you have purchased condominium insurance for said unit.
 - The mailing address at which you wish to receive all correspondence from the Association, if different from above.Not completing this step could mean that you are unable to vote at any Association meetings.
- **Make arrangements for payment of Association fees.**

Knapp Properties currently handles the collection of these for the Association and provides the ability to set up an ACH so that the amount is withdrawn directly from your account each month.
- **Register online at www.villageondelaware.com.**

While not compulsory, the website provides a wealth of information about the Village on Delaware including Frequently Asked Questions, a discussion forum, copies of prior documents and the ability to directly contact the Board of Directors with any questions or concerns.

4.2 Ongoing obligations for all Residents (Owners or Renters)

- **Ensure that Association payments are made on time**
- **Ensure that you follow the Association covenants**
- **Ensure that visitors to your home follow the Association covenants**
Note that if action is taken by the Association for a violation by a visitor, it is the obligation of the resident that person was visiting to resolve the raised issue. If it is necessary for fines to be levied then payment of these is also the obligation of the resident.
- **Ensure that you review all correspondence sent by the Association so you are aware of any items which may affect you**

4.3 When you rent a home within the Village on Delaware

- **Ensure that the renters are aware of and provided a copy of the Association covenants, rules & regulations.**
All residents of Village on Delaware, whether they are an Owner or Renter, are required to follow the Association covenants.
Note that if action is taken by the Association against a renter for a violation, then it is the obligation of the Owner to ensure the renters resolve the raised issue. If it is necessary for fines to be levied then payment of these is also the obligation of the Owner.

4.4 When you are in the process of selling a home within the Village on Delaware

- If you are working with a Real Estate agent,
 - **Ensure that they are aware that your home is part of an Association.**
 - **Ensure that they abide by the Association covenants during the selling process**
Examples of when this could be an issue include the placement and number of For Sale Signs & visitor parking during open houses.
- If you are selling the home yourself,
 - **Ensure that prospective buyers are aware that your home is part of an Association.**
 - **Ensure that, prior to closing, you obtain from the Association a Certification of Owner's Association Assessments, Dues or Unpaid Charges.**
- **Ensure that prior to or at the time of closing, the buyer of your home is provided with a copy of one of:**
 - This document,
 - The full Association covenants, or
 - Contact details for the Association to request such materials.
- **Around the time of closing, contact the Association via phone, e-mail or regular mail with the following information:**
 - Your name and the address of the unit you are selling
 - The date of closing
 - The name of the new owner, if availableWhile not compulsory, informing the Association will allow us to prepare for arrange for future Association fees to be assigned to the new Owner.

Note that at closing you will be required to have a Certification of Owner's Association Assessments, Dues or Unpaid Charges from the Association.

5. The Association's obligations to Owners

- **Ensure that the following tasks are undertaken on a regular basis during relevant seasons:**
 - Landscaping & lawn mowing (this excludes the landscaping of any alterations that individual units have made)
- **Ensure that the following tasks are undertaken on an as-needed basis or as requested by Owners during relevant seasons:**
 - Repairs to building exteriors
 - Repairs to all roadways, sidewalks & driveways within the Village on Delaware
 - Snow removal from all roads within the Village on Delaware
- **Ensure that the Association Covenants are observed by**
 - Creating awareness of the Association Covenants among all Owners & Residents
 - Authorizing action be taken against those Owners who violate them.
- **Prepare an Annual Report on the overall financial state of the Association**

This is typically produced for and provided at the Annual Meeting (see below)
- **Arrange an Annual Meeting open to all Owners**

The purpose of the Annual Meeting is to discuss the results of the Annual Report, as well as any other major issues or concerns of residents. This meeting is typically held sometime in February. Owners receive notification of this meeting by regular mail 21 days prior to the meeting date.
- **Hold Board of Directors meetings as necessary in order to conduct the business of the Association**

The current Board of Directors holds a monthly meeting and does allow Residents the opportunity to attend these meetings so that they may address the Board on a particular subject, but in order to do so they must contact us prior to the meeting so that they can be added to the Agenda.
- **Provide an opportunity for Owners to review the Association financials & Board Meeting minutes**

These documents are held by Knapp Properties on behalf of the Association and Owners can review them during normal business hours by contacting Mike and arranging a convenient time.

Note that the Board of Directors currently provides a monthly summary on the Association's financials and copies of all meeting minutes since March 2006 to all residents on www.villageondelaware.com.

6. Summary of Association Covenants

6.1 Association Fees

Every unit Owner is required to pay a monthly Association fee. This fee is currently set at \$80 per unit and is due the 1st of every month. The Board of Directors can increase or decrease the fee at its discretion so long as the following conditions are met:

- The fee is the same for all units
- The fee does not exceed the Maximum Annual Assessment (currently \$1,200 or \$100 per month)

The Board can increase the Maximum Annual Assessment each year up to 25% above the maximum assessment from the previous year without a vote by the community.

Note: The Board has never increased either the monthly fee or the Maximum Annual Assessment.

Payment should be made to Knapp Properties, the management company for the Association. Although we encourage on-time payment, each unit is allowed a 30 day grace period from the due date to account for unforeseen circumstances. After this time the Board can take the following action if no payment is received:

- Apply interest to the late fee from the due date
- Apply a lien for the amount of the late fee, plus any interest, to the unit (which will make it impossible for the unit to be sold or otherwise transferred until the outstanding fees are paid)
- Proceed with legal action against the unit owner to recover the late fees.

Note: The current Board has never added interest to any late fees, preferring instead to apply a standard \$10 charge per occurrence.

From time to time it may be necessary for the Association to make a special assessment, payable by all units, in order to cover the costs of, for example, a significant landscaping or construction project. Such a special assessment will not be effective until 2/3 of the Association Members have voted to approve it.

A common question asked is "What does my Association fee go towards?" The Association fees that you pay go towards the following:

- Maintenance of all building exteriors (roof shingles, siding etc)
- All landscaping around the Village on Delaware (except those landscaping changes made by specific units)
- Maintenance of all roads & driveways within the Village on Delaware
- Snow removal
- Maintaining insurance to cover all building structures & exteriors (building interiors & contents are not included and should be covered by your own Condominium insurance)
- Management fees (currently paid to Knapp Properties) for such services as Association fee collection, maintenance of Association financial documents & records and handling of communication with residents, including mailing all notices & newsletters.
- Audits of the Associations financial records
- Maintaining a financial reserve in order to cover the Association in the event of any major disaster or need to meet insurance deductibles.
- Web hosting and domain name for www.villageondelaware.com

6.2 Vehicles & Parking

The Village on Delaware is private property, and therefore the roads within it are subject to different parking restrictions from a public street. A diagram is included as Appendix 1 of this document providing an overview of where parking within the Village on Delaware is prohibited.

Items to Note:

- Each unit has a two-car garage and it is expected that the primary use of this is for vehicle parking. While other uses are not prohibited, these uses should not require that vehicles that could otherwise be parked there are stored outside.
- Vehicles parked in visitor spots or along Village View Lane are asked to move at least once a week. If this is not possible they should be moved to either the garage or driveway of the unit responsible.
- Vehicles parked in violation of the Covenants are subject to warning notices, fines for the Owner responsible and / or being towed from the property.

A popular question is "Why do we have so many restrictions on parking?" These restrictions are in place for the safety of all Residents, and are due in part to City of Ankeny fire Ordinances. As an example, parking along any of the roads extending from Village View Lane will make it difficult for a fire engine to get by if an emergency situation occurs in a unit past that vehicle.

6.3 Pets

The Village on Delaware allows each unit to own up to two household pets, with the only limitations being

- Pit bulls & Rottweilers are not allowed
- Pets are not kept, bred or maintained for any commercial purposes.

Owners of pets must obey the following rules:

- Pets must be kept on a leash at all times when outside of their unit
- Pets cannot be chained outside of their unit at any time
- Any damage done by any pet shall be the responsibility of the pet owner and repairs carried out by the Association will be charged to that person.
- Pet waste must be immediately cleaned up by the pet owner. A \$25.00 fine per incident is payable if this is not observed.

The Association can require a pet to be removed from the Village on Delaware if it is deemed to have become a significant nuisance to the neighborhood.

6.4 Landscaping

Landscaping of all lawns, plants & other fauna within the Village on Delaware is the responsibility of the Association, and Residents are specifically prohibited from undertaking their own landscaping, even if it is within the area outside of your unit, except as permitted by the Board of Directors.

The Board has decided to allow minor landscaping changes this year (2006). These changes include neutral color edging around the mulch areas, the adding of your own mulch (must be light in color matching other units), and shepherd's hooks (were allowed last year). Before making these changes a Resident must request and receive written approval from the Board. No other changes will be allowed by the Board, and installation of anything that is not approved will be removed at the Owners expense.

Lawns & driveways, even though attached to your lot & unit, are still considered part of the common area of the Village on Delaware and therefore subject to restrictions on what is allowed to be installed, stored or displayed.

The following items are allowed:

- Flower pots are allowed on the concrete areas directly outside your unit so long as
 - The pot is no wider than 18 inches
 - The plant is no taller than 5 foot from ground level
- For Sale signs (one outside of the unit for sale, and one where Village View Lane meets Delaware Avenue)
- Satellite dishes (one per unit)
- Customary lawn & patio furniture

The following items are examples of what is not allowed, either temporarily or permanently. This list is not intended to be comprehensive and items not included should not be assumed to be acceptable:

- No other types of signs may be displayed or hung outside a unit.
- Any flower pots that do not meet the requirements above cannot be installed.
- Installation of a canopy, awning, hot tub, whirlpool bath, spa, permanent or temporary fencing, outside radio or television antenna is not allowed
- Barbeque grills must be stored in the garage when not in use
- Use of a temporary structure, such as a trailer, basement, tent, shack, garage barn or other building for residence or storage is not allowed
- No commercial vehicles or commercial equipment of any kind shall be located, stored or parked within the Village on Delaware.
- No recreational vehicles, such as boats, snowmobiles and trailers shall be parked or stored within the Village on Delaware for more than 7 days of the year unless stored in a garage, and only then so long as they do not cause other vehicles to need to be parked outside (see the section on Vehicles & Parking above)
- No personal property, such as play equipment, tiki torches, portable or permanent basketball hoops or similar recreational equipment is allowed, with the exception of customary lawn & patio furniture as mentioned above.
- The installation of window air conditioners is prohibited.

6.5 Miscellaneous Items

- Garbage containers must be kept in the garage of their unit except on the day that garbage is collected.
- Barbeque grills must be at least five feet away from any building during use.
This is due to the fire hazard they present. Note that if damage is caused to yours and other units due to your use of a barbeque grill, you will be financially responsible for all required repairs.
- Units cannot be used for any business or commercial purposes which generate more than two vehicle visits per day. The following activities are always prohibited, regardless of the number of visits generated:
 - Daycare
 - Child care facility
 - Music lessons or tutoring

Appendix 1 – Diagram of Parking Restrictions Within The Village on Delaware

Village on Delaware - Map of Available Parking Areas
 Map is for illustration purposes only and is not to scale

