

Villas at Crow Valley Homeowner Association Homeowner Handbook (including Rules and Regulations)

Adopted July 2020, Revised May 2022

The **Villas at Crow Valley Homeowner Association** is made up of the Homeowners of 64 single-family residential townhomes (Units) located at East 58th Street, East 59th Street, and Crow Valley Park Drive in Davenport, Iowa. The Association's purpose is to maintain the Common Grounds, roofs and exteriors, architectural integrity, and property values for the benefit of the Homeowners. The Association is administered by a **Board of Directors** consisting of Homeowner volunteers, each elected to a three-year term beginning January 1st following the Annual Meeting, which occurs in the fall.

The **Villas at Crow Valley Website** is:

www.villasatcrowvalley.com

The Association maintains a **Directory** (posted on the Website). The Board of Directors periodically communicates using an email distribution list. The Board of Directors and Association committee members are listed on the Website.

The **Property Manager** collects the Homeowner Association (HOA) dues and assists the Board in administering contracts and Association responsibilities. Homeowners are responsible for providing the Property Manager with **contact information** and **proof of required homeowners insurance**. Homeowners should advise prospective buyers to direct any financing questionnaires to the Property Manager, and that the Villas are townhomes, not condominiums. The Property Manager is:

Pamela Sage, Asset Consulting and Management, P.O. Box 2721, Davenport IA 52809; telephone: 563-324-0283; email: manager@villasatcrowvalley.com

HOA dues are payable to "Villas at Crow Valley Homeowner Association" annually (due 1 January) or in equal monthly installments (due on the first day of each month) by mail to the Property Manager.

This **Handbook** contains **Rules and Regulations**. It also outlines how the Board administers the **Villas at Crow Valley Restrictive and Protective Covenants** and the **Villas at Crow Valley By-Laws** (posted on the Website), including roles, responsibilities, processes and other information by topic:

Chapter 1	Rules and Regulations
Chapter 2	Maintenance of Common Grounds, Driveways and Sidewalks
Chapter 3	Homeowner Changes to Unit Exteriors and Landscaping
Chapter 4	Roof Repairs
Chapter 5	Roof Replacements
Chapter 6	Gutters, Downspouts, Siding and Shutters

Executive Summary:

- The **Association** is responsible for landscaping maintenance (trimming and maintaining trees and bushes, removing overcrowded or dead trees and bushes, and maintaining Association-installed fences and walls); lawn maintenance (mowing, mulching and fertilizing Association-installed landscaping, and a fall cleanup); snow removal (after 2" of snow); and exterior maintenance,

including roof, shutter, and siding repair and replacement due to deterioration or casualty (the specific responsibilities are outlined in this Handbook).

- The **Homeowner** is responsible for driveways; sidewalks; decks; gutters; windows; skylights; mailboxes; Homeowner-installed flowers and flower beds (including weeding, trimming and applying decorative rocks or matching mulch); and using the Unit, the **Common Grounds** (generally all Villas at Crow Valley sub-division grounds excluding the Units' foundations or "footprints"), driveways and sidewalks in a way that does not unreasonably impinge upon the other Homeowners' enjoyment of their Units and the Common Grounds (including appearance, noise, maintenance and safety).
- The **Homeowner** is also responsible for the cost of repairing or replacing his or her Unit's roof and siding due to casualty or deterioration, which may involve a **Special Assessment** (refer to Article V of the Declaration of Restrictive and Protective Covenants); as an exception, HOA dues cover miscellaneous non-casualty roof repairs.
- The Board has adopted policies and processes for administering the Association and Homeowner reserves for roof replacement, siding replacement, buildings, and grounds: **Summary of Policies & Administrative Processes for Reserves and Villas Roof Reserve** (by household) (posted on the Website).

An **Architectural Control Request (ACR) Form** (posted on the Website) is required when a Homeowner wants to make changes to the exterior of his or her Unit or the surrounding area, including: deck and sunroom modifications; a roof or roofline modification; any expansion of the Unit's footprint; satellite dishes and antennas; outdoor security camera(s); landscaping (new trees, shrubs or flower beds, etc.); garage doors; front doors; windows; shutters; siding; railings; fences; lighting; mailboxes; gutters and downspouts; invisible fences; irrigation systems; generators; and outdoor entertainment (televisions, sound systems, hot tubs, etc.).

This Handbook, including the **Rules and Regulations** in Chapter 1, in no way changes or amends the **Villas at Crow Valley Restrictive and Protective Covenants** or the **Villas at Crow Valley By-Laws**, or amendments thereto, which are recorded with the Scott County Recorder's Office.

Homeowner questions and feedback to the Board of Directors may be made to a director or to the email address board@villasatcrowvalley.com

Chapter 1 Rules and Regulations

The **Association Board of Directors** is responsible for adopting, publishing and administering rules and regulations governing the appearance and use of the Units and Common Grounds. The **Homeowner** is responsible for abiding by the following Rules and Regulations:

1. All Units are to be used as single-family residences.
2. **Pets**
 - a. There shall be no more than two pets per Unit household.
 - b. Dogs must be on a leash at all times, except when behind an “invisible fence” at the Unit.
 - c. Outdoor bird cages, dog houses, dog cages, and the like are not permitted.
 - d. Every Homeowner is responsible for cleaning up after his or her pets, and for any disturbance or damage the pet produces (excessive barking, personal or property damage, etc.).
 - e. A Homeowner may be required to remove a pet if the Board of Directors in its reasonable discretion determines the pet is causing a nuisance, posing a threat to other Homeowners or a contractor retained by the Association, or damaging the Common Grounds.
3. **Unit Owners and their children, pets and guests** must be inside the Unit or otherwise well out of range when lawn mowing, snow removal and tree maintenance operations are visible or audible as a safety precaution and to avoid interfering with those operations.
4. **Garbage and recycling containers** must be stored in the garage. No garbage or recycling containers or bulk waste can be set out before 7 pm on the day before pickup. All containers are to be returned into the garages by the end of the pickup day except in extenuating circumstances.
5. Each Homeowner is responsible for keeping the area near his or her Unit free of **rubbish, debris and unsightly materials**.
6. **Garage doors** are to be closed when not in use.
7. **Satellite dishes and antennas** must be approved by the Buildings & Grounds Committee as to final location, and are generally approved if they are located, and maintained, discretely from a street view and neighbors.
8. **Unit exterior doors** (including garage doors) are to remain white.
9. **Unit exterior surfaces** must be power-washed by the Homeowner as needed to remove mold and mildew.
10. A **mailbox** that is damaged or in need of replacement due to natural wear and tear must be replaced by the Homeowner at his or her expense with the same type, stain, and address number size the Association uses (the Property Manager can coordinate sourcing).
11. **Vehicles**
 - a. Boats, campers, trailers, motor homes, snowmobiles, motorized minibikes, ATVs, golf carts, and other recreational vehicles are not permitted in driveways, sidewalks or the Common Grounds (riding or parking), except a limited window of up to 96 hours in the Homeowner’s driveway is allowed for loading and unloading boats, campers, trailers, motor homes and the like.
 - b. Parking on the sidewalk or grass is not permitted.
12. **Signs, Decorations, Flower Beds and Pots, Lawn Ornaments, Fences and Flags**
 - a. Garage Sale signs and similar signage are permitted on the day prior to the event and the day of the event. Open House signs must be removed immediately after the Open House. For Sale realty signs are permitted at Units that are for sale. Contractor signs (for example, a kitchen renovation company) are discouraged, and must be removed after one week. Up to two campaign signs are permitted for a reasonable time so long as they do not interfere with mowing, and must be removed promptly after the election. Home security signs are

permitted so long as they do not interfere with mowing. Other signs must be approved by the Board of Directors.

- b. Holiday decorations must be tasteful, in moderation, and cannot interfere with mowing or snow removal. They must be removed promptly after the holiday, allowing for weather conditions (for example, allowance is made for sub-zero temperatures). Blow-up holiday decorations are not permitted (whether inflated or deflated).
 - c. Homeowner-installed flower beds must be approved by the Buildings and Grounds Committee. The Homeowner at the Unit is responsible for maintaining it, including weeding and applying small decorative rocks or mulching with the same dark brown mulch the Association uses.
 - d. Flower pots in a reasonable number to avoid a cluttered appearance (recommended street view: six or less) are acceptable so long as they are maintained and do not interfere with grounds maintenance. Other lawn ornaments and decorations are discouraged, and in any case must be tasteful, in moderation (recommended street view: two or less), and cannot interfere with mowing or snow removal.
 - e. Climbing vines on Unit exteriors are not permitted.
 - f. Homeowner-installed fences and railings must be approved by the Buildings and Grounds Committee and maintained by the Homeowner of the Unit.
 - g. A Homeowner may be required to remove a flag, banner or display if the Board of Directors in its reasonable discretion determines it is, or may be, offensive to other Homeowners. Confederate flags are prohibited.
- 13. Invisible fences and irrigation or sprinkler systems** must be approved by the Buildings & Grounds Committee, and invisible fences must be marked by the Homeowner when requested.
- 14. Firepits** on the Common Grounds are not permitted, and wood-burning firepits are not permitted anywhere.
- 15. In-ground flag poles** are not permitted (exception: Noon Optimist Holiday Flag Program).
- 16. In-ground or attached basketball hoops, volleyball nets, swing sets,** and the like are not permitted.
- 17. Trampolines, wading pools, playhouses, bicycles, tents, soccer nets,** and other recreational equipment that interferes with mowing are not permitted.
- 18. Detached buildings and sheds** are not permitted.
- 19. Dismantling automobiles, boats, machinery** and the like in driveways, the street or on the grass is not permitted.
- 20.** Activities that are noxious, a nuisance, offensive, or otherwise unreasonably interfere with neighbors' enjoyment of their Unit and the Common Grounds is not permitted, including without limitation: loud music or televisions, other loud noises, wind chimes, drones (exception: a drone survey of the Common Grounds conducted or commissioned by the Buildings & Grounds Committee), and outdoor lighting that is excessively bright or intrusive to neighbors.
- 21. Policies and Processes Adopted and Published by the Board of Directors**
- a. Homeowners are required to follow policies and processes adopted by the Board of Directors and published on the Website unless the Board of Directors expressly indicates the step is a recommendation, request, suggestion, etc. Required policies and processes include the following (posted on the Website):
 - i. **Architectural Control Request (ACR) Form, including the ACR Form Instructions**
 - ii. **Summary of Policies & Administrative Processes for Reserves**
- 22.** A Homeowner who is advised by the Board of Directors in writing of a failure to comply with these Rules and Regulations is responsible for correcting, repairing or remediating (as the case may be) the issue promptly at his or her cost.

Chapter 2 Maintenance of Common Grounds, Driveways and Sidewalks

- The **Association** is responsible for:
 - Overall maintenance of the Common Grounds, including maintaining trees and bushes, mulching (except flower beds installed by a Homeowner), mowing, edging, fertilizing, weed control, and a fall clean-up
 - The Association mulches the berms every other year, and on alternate years, the front and side of each Unit
 - Snow removal on sidewalks, driveways and front walkways after two or more inches of snowfall, usually starting within four hours after the snow stops
 - Snow will not be removed if the driveway is blocked by vehicles
 - Due to the equipment used to remove snow, it is generally not possible to clear snow down to bare concrete
 - Applying salt when reasonably prudent and necessary to driveways and sidewalks
 - Staining mailboxes periodically

- The **Homeowner** is responsible for:
 - Irrigation and sprinkling systems, if installed, lighting fixtures and invisible fences
 - Addressing any residual drifting snow or ice build-up at his or her Unit
 - Driveway and sidewalk repair (including repair of cracks and mud-jacking)

- The **Homeowner** is requested to support the Association grounds maintenance budget by:
 - Watering trees, bushes and grass closest to that Homeowner's Unit as needed in a drought condition or to establish new landscaping
 - Refraining from lawn watering that causes drainage issues or a need to mow outside of the Association's regular schedule

- The **City of Davenport** is responsible for curbs and streets
 - Homeowners should contact the City of Davenport to request repairs

- **MidAmerican Energy Company** is responsible for street lights
 - Homeowners should notify MidAmerican if a street light goes out

Chapter 3 Changes to Unit Exteriors or Landscaping

A Homeowner wanting to make a change to his or her Unit exterior or to landscaping (trees, bushes, shrubs, hedges, decorative grasses, fence, or Homeowner-installed flower bed, or any other change to the Common Grounds) is **required** to submit an **Architectural Control Request (ACR) Form** (posted on the Website) to the Property Manager and obtain written approval before initiating the change.

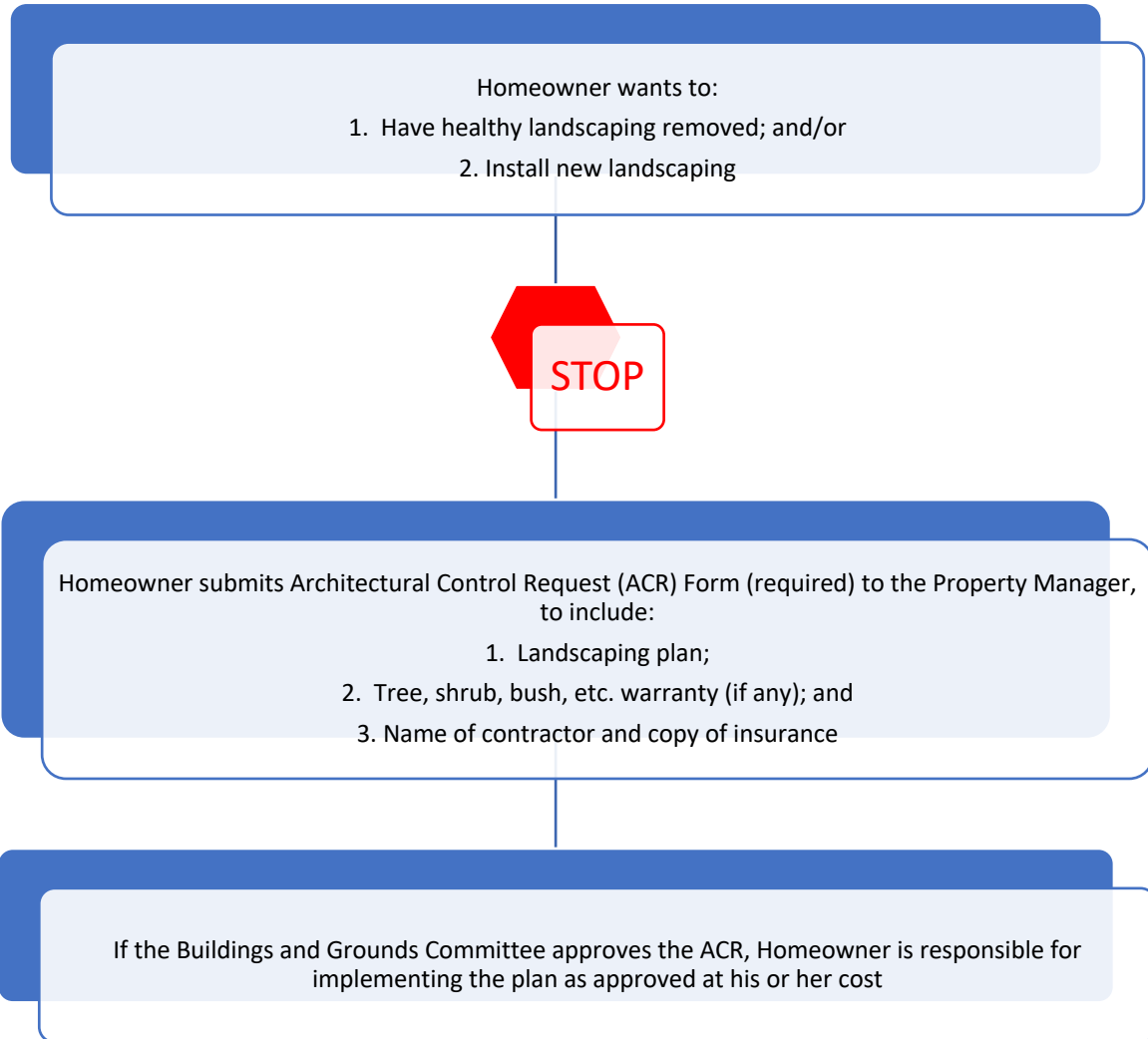
ACR decisions take into account:

- Harmony with other structures and grounds
- Impact on other Homeowners
- Any maintenance, repair or other costs or risks to the Association

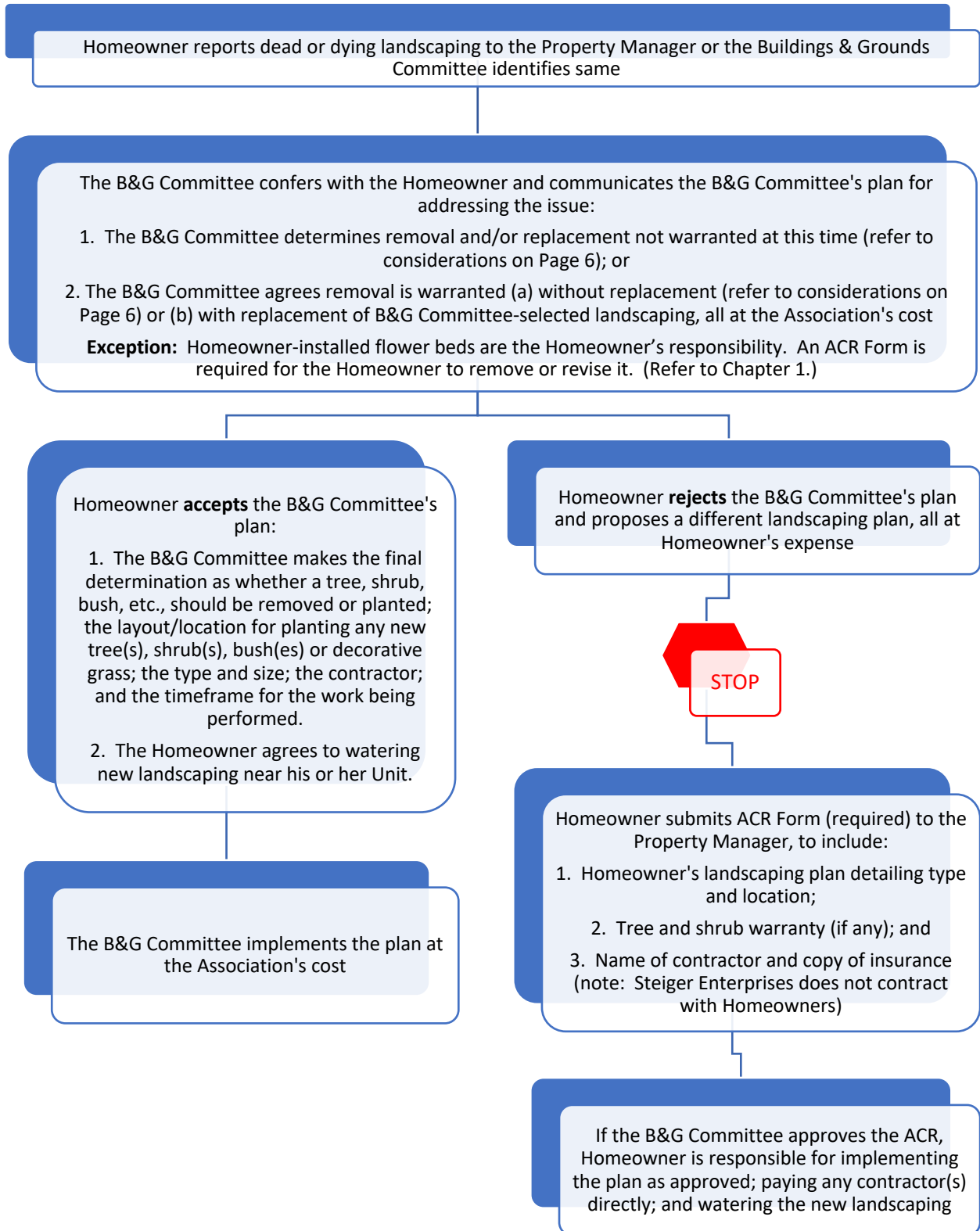
The Buildings & Grounds Committee's decisions relating to landscaping take into account:

- Homeowner input
- The location and appearance of the landscaping (including overall health and maintenance; sun; shade; drainage; soil type; overcrowding; past experience; visibility from the street; harmony with surroundings; etc.)
- Tree or bush attributes and suitability to the location (including mature height and width; resistance to disease; appearance; approximate life span; proximity to other landscaping and Units; potential interference with mowing; and invasiveness)
- Nursery's plant guarantee/warranty (if any) for trees, bushes, and shrubs
- Cost to the Association
 - **Note:** The Buildings & Grounds Committee consults periodically with a certified arborist to identify a limited selection of shrubs and bushes to be used when the Association is paying for landscaping, taking into account the considerations listed above
- Willingness of a Homeowner to water new plantings to establish new landscaping and/or water as needed in drought conditions
- Contractor's proof of insurance, including General Liability that covers personal injury and property damage (**required**) and workers compensation insurance (if applicable)
 - Level of insurance to be reasonable in view of project (stump removal, tree trimming, tree removal, digging, etc.)

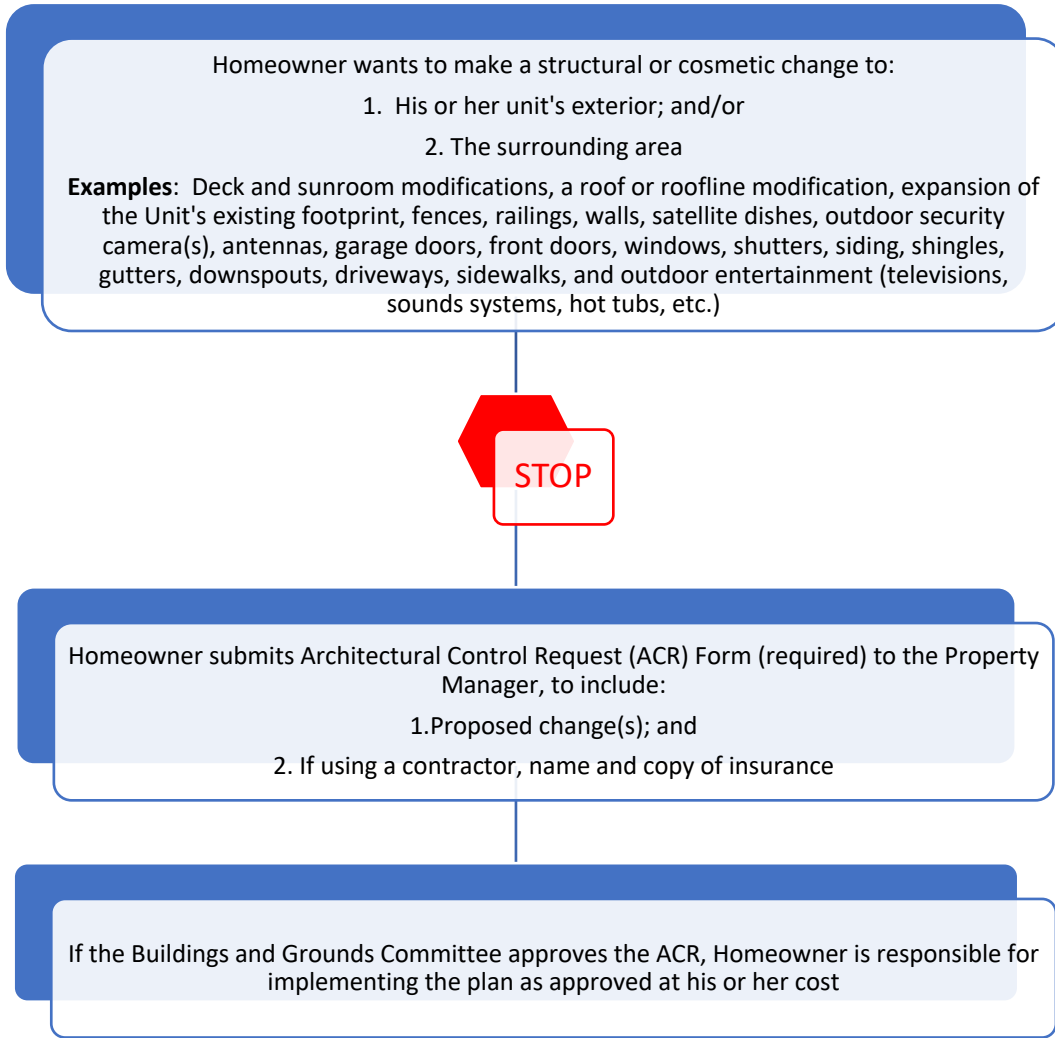
FLOW DIAGRAM
SCENARIO 1: REMOVING HEALTHY LANDSCAPING AND/OR INSTALLING NEW LANDSCAPING



**FLOW DIAGRAM
SCENARIO 2: DEAD OR DYING LANDSCAPING**



FLOW DIAGRAM
SCENARIO 3: STRUCTURAL OR COSMETIC CHANGES



Chapter 4 Roof Repairs

- The **Homeowner** is responsible for:
 - Maintaining homeowner insurance as described in the Declaration of Restrictive and Protective Covenants
 - Promptly notifying the Property Manager of the need for a **roof repair**
 - Includes leaks, missing shingles or other damage
 - **NOTE:** There is a separate process for **roof replacement (Chapter 5)**
 - The cost of roof repairs due to casualty as a Special Assessment
 - Example: High winds caused shingles to blow off
 - The Homeowner may file claims under any policy of insurance
 - Notifying his or her insurer (if applicable)
 - Skylights, including any need to repair, reseal, and replace
 - Any interior damage due to leaks

- The **Association** is responsible for providing a plan for, and undertaking, roof repairs:
 - Upon receiving a report of a leak, the Property Manager will promptly engage a contractor to undertake the roof repair (excluding skylights), pay the contractor, and allocate the cost as follows:
 - If the roof repair is determined by the contractor to be due to **natural wear and tear**, the Association will not invoice the Homeowner (*i.e.*, the cost is covered as part of HOA dues and the Association's budget)
 - Examples: Repairing vent flashing, sealing a flue
 - If the roof repair is determined by the contractor to be due to **casualty**, the Association will invoice the Homeowner
 - If the contractor determines the leak is caused by a **skylight**, the Association will not undertake to repair, and the Property Manager will notify the Homeowner

Chapter 5 Roof Replacements

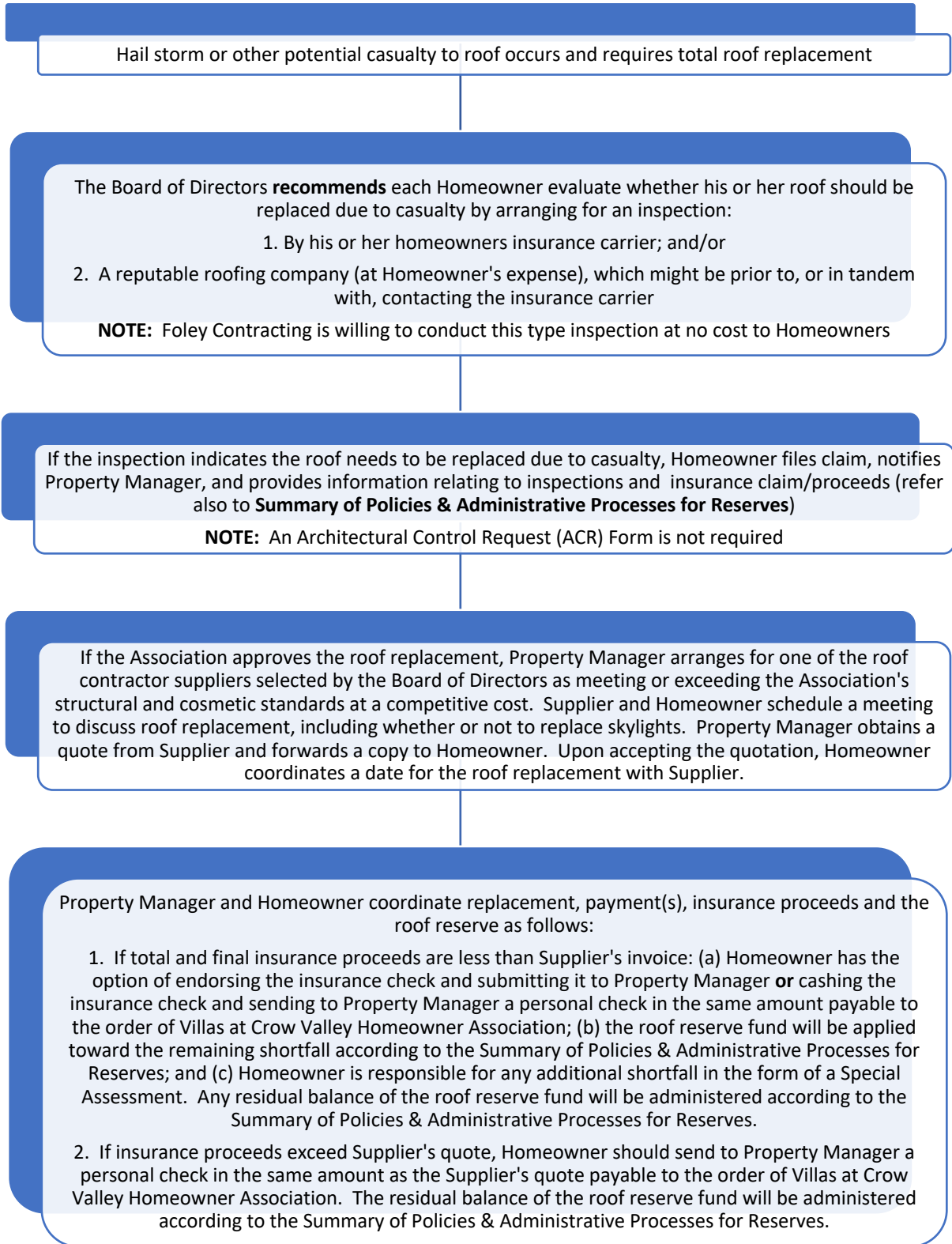
- The **Homeowner** is responsible for:
 - Maintaining homeowner insurance as described in the Declaration of Restrictive and Protective Covenants
 - Promptly notifying the Property Manager of the need for a **roof replacement (note: replacement of a Unit's roof is independent of the adjoining roof)**
 - **NOTE:** There is a separate process for **roof repair (Chapter 4)**
 - The cost of roof replacement; if the roof reserve and insurance proceeds do not fully cover the cost of the roof replacement, the Homeowner is responsible for paying the difference in the form of a Special Assessment (details below)
 - Notifying his or her insurer (if applicable) and applying proceeds (if any) toward the cost of the roof replacement (details below)
 - Coordinating roof replacement shingle model and color with the Homeowner of the Unit's adjoining roof (the "roof mate") to ensure they match
 - Skylights, including any need to repair, reseal, and replace
 - Any interior damage due to leaks

- The **Association** is responsible for providing a plan for, and undertaking, roof replacements:
 - If an inspection indicates a roof needs to be replaced due to **casualty**, the Property Manager and Homeowner shall coordinate the roof replacement, payment(s) and insurance proceeds (if any) according to Flow Diagram Scenario 1
 - If an inspection indicates a roof needs to be replaced due to **natural wear and tear** (*i.e.*, not casualty), the Property Manager and Homeowner shall coordinate the roof replacement and payment(s) according to Flow Diagram Scenario 2

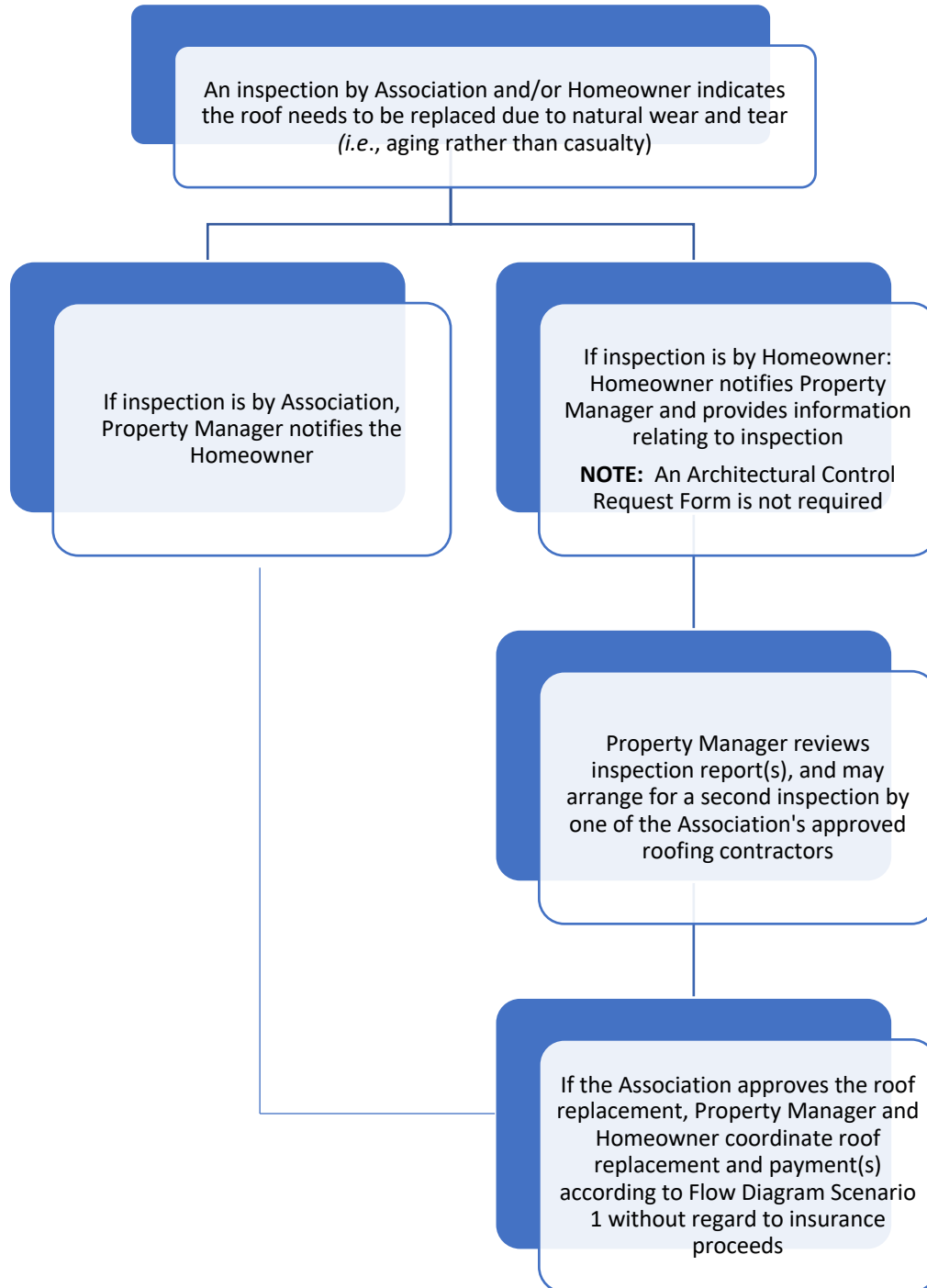
Comments:

- The Association updates its **Roof Reserve Summary** reflecting each unit's pro rata share annually and posts it on the Website.
- The roofing contractors selected and approved by the Board of Directors as meeting or exceeding structural and cosmetic standards at a competitive cost are: Foley Contracting, LLC, and White Roofing Co., Inc.
 - Factors that went into the supplier selection process include: warranty, reputation (including Better Business Bureau rating, both Foley and White have an A+ rating), cost, responsiveness and capacity, ability to match shingle model and color (consistency in appearance), skylight replacement options for the Homeowner, use of subcontractors, and licensed/bonded/insured requirements. The Board also believes a preferred supplier approach will be beneficial in administering roof repairs and managing warranty claims.
 - **NOTE:** Foley has agreed to conduct inspections at no cost to the Homeowner.
 - The Board of Directors recognizes there are many reputable roofing companies in our area, and is receptive to a sub-committee or ad hoc committee refreshing the 2017 competitive bidding process. This largely depends on the level of interest among Homeowners collectively and the time commitments required for that process.

FLOW DIAGRAM
SCENARIO 1: ROOF REPLACEMENT DUE TO HAIL OR OTHER CASUALTY



FLOW DIAGRAM
SCENARIO 2: ROOF REPLACEMENT DUE TO NATURAL WEAR AND TEAR



Chapter 6 Gutters, Downspouts, Siding and Shutters

Gutters and Downspouts:

- The **Homeowner** is responsible for gutter cleaning, maintenance and replacement at his or her expense
 - An Architectural Control Request Form **is not required** for heat tape or gutter covers
 - An ACR Form **is required** for gutters and downspouts

Siding and Shutters:

- The **Association** is responsible for maintaining and replacing siding and shutters
 - **Exception:** Homeowners who have installed approved custom shutters are responsible for maintenance and replacement, per the conditional approval
- The **Homeowner** is responsible for:
 - The cost of replacing siding and shutters, whether as part of HOA dues, a Special Assessment, or a combination, as determined by the Board of Directors (refer to Comments)
 - An ACR Form **is not required** for painting faded shutters at the rear of the Unit the same color as installed or applying a vinyl restore product to them
 - An ACR Form **is required** for replacing or installing shutters (color, size, style, etc.)

Comments:

- The Board of Directors encourages all homeowners to power wash siding periodically for both longevity and overall appearance of the siding. Based on Homeowner feedback, the Association does not undertake this as part of its maintenance operations and it is not included in HOA dues. Instead, the Board has arranged for a group discount and communicated that to Homeowners.
- The Board's current policy is that any siding replacement must match the Unit's current color.
- At this time, the Board of Directors does not plan to replace faded shutters at the rear of Units prior to replacing the siding, in part because these shutters are not visible from the street and in part due to cost and cost allocation (the number per Unit varies widely at the original Homeowner's option).
 - A Homeowner who wants to address fading shutters at the rear of his or her Unit may paint the same color or apply a vinyl restore product (an ACR Form **is not required**) or replace the shutters at his or her cost (an ACR Form **is required**).