

Rules and Regulations for Jordan Square Townhouse Condominiums

Owners and Renters must abide by these

Revised 2025

The Board of Directors of the Jordan Square Townhouse Condominiums under the authority of the By-laws of the Association (article 3.01-f page 4) as may be amended from time to time promulgates these rules and regulations. Accordingly, these rules and regulations impose judicially enforceable legal obligations on all unit owners, renters, visitors, guests, tradesmen and agents. Resident unit owners and renters are responsible for communicating all of the governing covenants contained in the By-laws, as well as the Rules and Regulations as may be published from time to time by the Association, and are chargeable with any breach thereof by their lessees.

All owners are ultimately responsible for their tenants and the condition of their unit.

1. In accordance with the by-laws, Homeowner's are responsible for the maintenance, repair and replacement of all:
 - Windows and screens in their unit.
 - Entry doors to their unit.
 - Decks
 - Garage entry doors and casings, mechanicals (including garage door openers) as well as interior surfaces of their garage.
 - Heating and air conditioning systems.
 - Interior walls.
 - All interior plumbing
 - **As our units age there may be special assessments required to cover costs of repair, or replacement of siding, roofing, gutters, paving, grounds, etc. (not limited to this listing)**
 - **HOA dues cover monthly costs with 10% set aside to place in savings for emergencies.**

Note: If you can wear it out, then you are responsible for it!

Front and back exterior steel doors may be of your choice of design including having windows. They may be painted your choice of color, except no neon or fluorescent colors. Outer exterior (screen) doors need to remain white or almond color, in your choice of style.

Windows which are replaced need to match the current outer look with white framing. However you can choose the casement windows like the originals, or sliders which move side to side.

Any inappropriate doors, garages, windows, and decks that are replaced will be replaced at the homeowner's expense. Homeowner will be given 30 days to correct the problem themselves.

Dog/Pet Rules

2.
 - **Owners can have 2 domestic pets per unit.**
 - Dogs cannot exceed 40 pounds. Cats must be contained to the home. Current pets will be grandfathered in; future pets must abide by these rules.
 - Owners must be outside with their dog at all times, be in immediate proximity, and have their dog **on a leash and** under control at ALL times.
 - Dogs cannot be tethered anywhere on the property at any time. Dogs cannot be gated on the deck without the owner outside with them.

- Dog waste must be IMMEDIATELY picked up. NO warnings, IMMEDIATE fines.
- Renters will no longer be able to have any dogs.
- If any dog is reported to have aggressively approached, jumped on, or attacked another animal or person, the owner of the townhouse will be immediately informed that the offending dog must be on a leash at all times, and the incident will be reported to Animal Control.
- **Jordan Square Townhomes follows West Des Moines rules on pet ownership, on license requirements, and leash laws.**

3. Parking

- All owners and their renters are responsible for parking their vehicle in their dedicated parking space or in their designated garage space. Parking in another's assigned spot is strictly prohibited.
- **Residents of Jordan Square parked in designated visitor spaces are subject to towing without warning at the owner's expense.**
- Visitor Parking spots are temporary in nature and are for Guests Only.
- NO Parking in red fire zones at drive entrances.
- Garage overhead doors MUST be closed at all times when garage is not in use.
- Illegally parked cars will be subject to towing and impoundment as allowed by Iowa Law with any fees being borne by the owner of the vehicle.
- **All vehicles must have visible valid tags and plates or are subject to towing without warning, at the owner's expense.**

4. Child Supervision and Play

- Children must be supervised by an adult at all times.
- Children ages 8 and younger are not to be outside without an adult with them at all times.
- Play, including bike riding, big wheels, tricycles. Etc. must be conducted on the sidewalks only. There is to be no vehicle play on the grass areas or in the driveway.
- Other non-vehicle play must be on the sidewalks or in the green space at their home. There are to be NO children playing in the driveway at any time.
- No baseball batting or throwing balls at or around the units at any time.
- Children are not to play or climb on the bridge at any time.
 - Any damage that is done by a child will be the responsibility of the parent to pay for the damage. This cost will be assessed directly to the homeowner's association dues account.

5. Noise

- The City of West Des Moines' noise ordinance will be enforced. This is in effect from 10:00PM – 8:00AM. The police are to be called if any resident or visitor is not following this ordinance. This includes verbal noise, music, power equipment and vehicles. The management company should be notified and a fine will be enforced.

6. Maintenance of plantings on grounds around townhouse.

- All homeowners are responsible for maintaining any plantings in the ground around their decks, stoops and on all sides of their unit. Plantings should be neat and weed free. *There are to be no plantings which grow into the walkway areas.*

- If a homeowner should decide that they no longer wish to maintain the area around their home, they can notify the management company and all plantings will be removed and replaced with grass to be maintained by the lawn care service. This removal and replacement of grass will be at the Homeowner's sole expense.
- Should any plantings that are to be tended by a homeowner and if it is determined by the Board of Directors and/or the Management Company to appear unkempt by *mid May* of each year, the Association will hire a contractor to come and trim/weed the area at the owner's expense. Such cost will be added directly to the homeowner's association dues account. No new in the ground plantings will be allowed.

Grounds inspections will be done by mid May and on an as needed basis for follow up. Inspections may be done based on complaints from residents.

7. Trash

- Trash must be placed into a garbage and yard waste compost bags before being placed into the Association waste containers.

If an owner needs to have larger items such as furniture, appliances, electronics or televisions removed, they will need to call to make arrangements with WasteConnections (515-265-7374) directly for haul away. There is a charge for the removal. They will collect the payment when you make the phone call for pick up. These items must not be placed in the Association waste containers. After you have made pick up arrangements, the item should be placed on the side of the waste container, with a note and your unit number attached to the item.

Trash is not to be piled higher than the tops of the waste containers. No trash is to be left on the ground outside of the container.

Trash from remodeling units is to be disposed of through the contracted company doing the remodel and not disposed of in our association waste containers.

No appliances, remodel waste, carpet, furniture, electronics, tires, mattresses, furniture or other inappropriate items may be placed in garbage areas. The receptacles are for approved plastic/cardboard recycling and bagged household waste only. If any other items are needed to be removed call Waste Connections (515-265-7374) for fees and to make arrangements for removal. Illegal Dumping will be a minimum fine of \$500.00 and could be more if appliances are involved. This charge will be for all owners, renters or any outside dumpers.

8. Decks, Common Grounds and Limited Common Grounds

- No bicycles, toys or other private property shall be stored in any of the common areas, limited common areas, decks or other locations in public view.
- All personal property shall be stored in the garages, or in the resident's unit.
- Outdoor cooking equipment, potted plants and patio furniture can be on the decks.
- NO CHARCOAL GRILLS OR ANY OTHER SOURCE OF OPEN FLAMES are allowed in any areas. This is against the city code and insurance regulations.
- All propane *or electric* grills must be 3 feet away from the siding to prevent melting the siding. Melted siding will be repaired at the owner's expense.
- NO exterior additions and/or changes are to be made to the common areas. In the event

this is done, the items will be removed and put back to the original state, at the homeowner's expense. This includes any type of plantings, yard art, or structures.

- Satellite dishes are to be placed on the roof only. Failure to comply will result in the removal of the dish at the owner's expense.
- NOTHING is to be attached to the siding at any time.
- *Decks can be stained (not painted) in your choice of stain in natural wood tones.*
- *Nothing is to be stored under or around our deck areas. It must be kept free of waste and debris.*

9. Vehicles

- Vehicles must proceed slowly and not exceed 10 miles per hour when in the parking areas and driveway. Proceed with caution to avoid pedestrians and vehicles.
 - Repairs and or maintenance of vehicles (other than changing a tire) are not permitted on the property at any time.
 - Noise from vehicle horns, stereos and exhaust systems is not permitted.
 - Any abandoned, disabled or non-operating vehicles will be towed away at the owner's expense.
10. All maintenance, repairs and replacements of the outside of the unit must be made within a timely manner to uphold the appearance of the community.
11. In the event that an owner or renter causes the need for maintenance or repair of any association responsibility element, the cost of the maintenance or repair shall be the responsibility of the owner.
12. No further rentals are allowed at this time.
13. Association dues are due on the first of each month and are considered late on the 10th. A late fee of \$25.00 per month will be added to homeowner's account after the 15th.
14. A non-sufficient funds charge of \$25.00 will be billed to the homeowner for any returned ACH or check payment.

ACH automatic with draw can be set up with Gulling Property Management. **Email <https://steve@gullingproperty.com/forms.asp> for setting up ACH. Maintenance requests can be filled out at this location as well.**

15. Only homeowners are allowed to serve on the board of directors or its committees. Homeowners with delinquent dues may not run for the board of directors or vote at the annual meetings. Only homeowners are allowed to attend board and annual meetings.
16. All violations of the covenants or rules and regulations shall be handled in the following manner: *See last page [Violations of Rules](#).*

We are a community. It is extremely helpful if all residents follow the rules, and support the community by reporting any residents who are not following the rules. Please report any infractions to Gulling Property Management, preferably by e-mail steve@gullingproperty.com

You can also call or text Gulling Property Management at 515-967-6454.

For all Jordan Square information, or questions, please see the Gulling Property Management website gullingproperty.com

Violations of Rules.

All violations of the covenants or rules and regulations shall be subject to the following:

a). An owner/member who is deemed to be in violation of the covenants or rules and regulations shall be notified of the alleged violation by e-mail and/or U.S.Mail to the owner/member's or occupant's contact e-mail as provided to the Association or by posting of the notice on the exterior door of the owner/member's unit. The notice shall identify the violation alleged and provide that the owner/member or occupant shall cease or desist from continuing the violation and that if such violation is not abated or resolved by the owner/member or occupant within ten days that a failure to resolve or abate will result in possible assessment of fine or other action.

b). If the owner/member or occupant fails to take such action as is necessary to resolve or abate the violation within ten day the owner/member or occupant may be assessed a fine as set forth in the schedule of fines below and/or other costs of any action as deemed necessary to resolve or abate the violation. Upon assessment of a fine or if other Board corrective action is to be taken and cost assessed to owner/member the owner/member or occupant shall be provided notice of the right to appeal to the Board the assessment of the fine or assessment of the costs of corrective action by the Board. Appeals must be made in writing within 10 days of the notice of Fine or Notice of Corrective Action by the Board. The Appeal will be heard by the Board at its next scheduled meeting and notice of date, time and location of the meeting will be provided to the Appellant.

The following fines will be assessed for unresolved or repeat violations:

Violation of Rules

Resolution to Avoid Penalty

Pets (waste collection, leash, noise):

Immediately comply on notice

Parking (continued use of guest:
parking, parking in whole or in part in
non-assigned parking space)

Immediately comply on notice
(after 3rd notification, vehicles will
be towed at owner's expense)

Other Violations of Rules:

Immediately comply on notice
(if no compliance Board may
undertake corrective action at
unit owner's expense)

Fines:

Resolution or Fine

First Violation:

Notice to Comply

Second Violation:
(or non-compliance with First Violation)

\$ 50.00

Third Violation:
(or non-compliance with Second Violation or
subsequent violation)

\$ 100.00

A Second, Third or subsequent violation is one which occurs as a result of a failure to comply or is a violation occurring within 12 months of the First Violation.

All fines or expenses related to towing or other corrective action by the Board shall be assessed and added to the owner/member's dues account and shall exist as a lien against the owner/member's unit until paid in full.