

Quail Vista Association Rules and Regulations
1400 S 52nd Street West Des Moines 50265
Updated February 22,2025

NOTICE OF MEETINGS

Monthly Board meetings will be held on the 3rd Tuesday of each month from 6:00pm to 7:00pm at the West Des Moines Christian Church. Homeowners will be notified via email and mail at least 21 days in advance of the annual meeting. **All meetings are posted on the website**
https://gullingproperty.com/quail_vista_townhomes.asp

MONTHLY ASSOCIATION ASSESSMENTS

Association fees are due on the first of each month and considered late after the 15th. A late fee of \$25 per month will be added to the owner's account after the 15th of each month.

A non-sufficient funds (NSF) charge of \$30 will be billed to the owner for any returned payment.

PETS

Homeowners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other residents.

Homeowners can own (1) dog and (1) cat or (2) dogs or (2) cats. Dogs must not weigh more than 40 pounds. The board has decided to grandfather any dog currently living on the property that is over 40 pounds. Homeowners will not be permitted to replace any dog over 40 pounds with a dog of the same weight. The 40-pound weight limit will be enforced. Homeowners with pets must follow the rules and regulations provided below

PETS - Pets are not permitted outside of the unit unless leashed and attended by the owner. Stakes and unattended chains are NOT permitted as they can get caught in the lawn mowers and cause considerable damage. If the mowers are damaged by a homeowner's stake, that homeowner will be responsible to the mowing company for the damage.

The owner is also responsible for **immediate removal** and **disposal** of all waste from their dogs or cats. If you are in violation of this rule, you will be reported to the West Des Moines Animal Control. We refer you to the West Des Moines City Codes for questions.

You are responsible for dead grass spots caused by urine from pets. You must cure the grass by cleaning and putting down grass seed to restore the area. If this is not done by the homeowner, the Association will do the work for you and bill you for the expense of the service.

Pet owners shall be responsible for cleaning up after their pets whenever their pets are outside their owner's unit. Any owner failing to pick up after a dog/cat/pet will be assessed a \$100.00 fee for each offense.

Homeowners are responsible for any damage to the association property caused by their pet and will be responsible for any repairs to the property. This includes repairing and replacing dead grass. If the pet owner does not repair the grass, the association will repair it at the pet owner's expense.

The owner is responsible for immediately cleaning up any waste or excrement from their pet(s) on the properties and properly disposing of it. Please report any offending pet and owners to management. If necessary, the owner and pet will be reported to the city of West Des Moines and may have a civil infraction. Qual Vista will also comply with the city of West Des Moines code:

City of West Des Moines Code

5-3-16: OWNER OR PERSON IN CHARGE OF ANIMAL TO CLEAN UP DROPPINGS:

It shall be unlawful for any owner or person in charge of a dog, cat, horse or other animal to fail to clean up and/or remove as soon as possible any excrement or droppings deposited by said dog, cat, horse, or other animal on any real estate whether privately or publicly owned. This shall apply equally to the owner's property; however, an exception shall be granted to farm property or large tracts of land used as riding stables. (1985 Code §3-2.07)

WEEDS/DEBRIS

Homeowners are responsible for weeds growing around front stoops, fence lines, bushes, and patios.

EGRESS/WINDOW WELLS

Deep inside the egress/window well is a drainage hole that allows water to flow to your sump pump and out of the home. If the drainage hole is not kept clear of weeds and debris, it can create a backup of water which can seep through the window or foundation and into your basement. If this happens, you will be responsible for the damage incurred and will need to contact your own plumber or contractor. Again, this is at the homeowner's expense. It is highly recommended that you consider purchasing a window cover which could help eliminate your exposure to damage. The covers are available at most hardware stores.

FENCES/PATIOS

The fences in front of each unit are your responsibility. If they are uneven due to ground settling, you are responsible for hiring a person to re-align the fence. If you do not maintain the fence and there is damage to it, we will have it fixed and the cost will be assigned to you as homeowner. All fences that are removed must be replaced with the same fence. **Fences cannot be removed without being replaced.**

Any repair or replacement of an exterior structure, improvement or equipment shall match the original item it repairs or replaces. This includes decks, Patios, Stoops and fences. **See Article V section 1 maintenance by owner.**

GARBAGE PICKUP

PLEASE NOTE: We have a “private and separate” contract with the West Des Moines Waste Management company. We are NOT on the same plan as other West Des Moines homeowners. As a result, our service does not provide pickup of household items during these days. If you wish to have items picked up, you must make your own arrangements with our provider. Please contact Waste Connections at 515-299-6178 for further information.

VISITOR PARKING

Please respect the designated visitor parking areas. They are there for visitors and are for short-term parking only. Visitor parking at the end of your driveway is not allowed. All homeowner vehicles must be parked in the garage or in the respective driveways. You will receive a violation letter if a vehicle is not in compliance. If you refuse to move the vehicle, it will be towed at owner's expense. There are designated visitor parking areas. If occupied, please have your visitors park on the street (S. 52nd).

EXTERIOR LIGHT FIXTURES

The light fixtures are the responsibility of the homeowner. Please make sure the covers are in place at all times to avoid damage to the fixture and to eliminate the possibility of a fire hazard due to moisture. If the fixture must be replaced, it must match the original as close as possible in both design and size. If you have questions regarding the fixtures, please call Gulling Properties.

Exterior light bulbs replacement is the responsibility of the homeowner. It is recommended by the board that you replace the bulbs with 60W equivalent LED bulbs.

PERSONAL PROPERTY

Under no circumstances are bicycles, toys or other similar personal property allowed to obstruct any driveway or be stored in the open area alongside building walls or other locations of public view.

FRONT DOOR COLORS

Homeowners are responsible for painting the front doors, door trim and the columns on the stoops. The color of the doors and columns are to remain in their original colors. Color Codes for Sherwin Williams paint color for doors: **Maroon:** SW 2801 Rookwood Dark Red **Green:** SW 6468 Hunt Club **Blue:** SW 7605 Gale Force

STORM DOORS

If you wish to install a storm door, the FULL VIEW STYLE with WHITE CLAD FRAME is the required model allowed according to the Covenants. If you install the incorrect style, you will be required to replace it with the proper door.

SNOW REMOVAL

Owner is responsible for stoops located at the entrance of any living unit. The association will remove snow from all other areas. **See article V section 3**

RENTALS RESTRICTIONS

No owner shall lease his/her living unit without notifying the property manager and completing the required rental registration disclosure form. **See article XIV section 5.**

<https://www.cognitofirms.com/gullingpropertymanagement/rentalregistrationwithlease>

Homeowners will be responsible for any fees or fines associated with the unit being rented. Renter must comply with all the association rules and regulations. If they do not comply the fees and fines will be the responsibility of the homeowner.

VIOLATION OF ASSOCIATION COVENANTS

All violations of the Association covenants, By-Laws, or Rules and Regulations will be handled in the following Manner:

First Notice is given with a written warning from the Property Manager by email or USPS. After written notice is received. The violation must be corrected within seven (7) days. Fines will be assessed every seven (7) days until the violation is resolved;

Second Notice is a fine of \$100 given with a written warning from the Property Manager by e-mail or USPS;

Third Notice is a fine of \$200 given with a written warning from the Property Manager by email or USPS;

Fourth Notice is a fine of \$400 given with a written warning from the Property Manager by e-mail or USPS;

Fifth Notice and ongoing is a fine of \$800 given with a written warning from the Property Manager by e-mail or USPS. Failure to pay fines in a timely manner will result in a lien being placed on the property.

QUAIL VISTA RESPONSIBILITY MATRIX

Item	Association Responsibility	Homeowners Responsibility
Air Conditioning		X
Heating		X
Appliances		X
Interior Cable TV Lines		X

Interior Smoke Alarms		X
Exterior Doors		X
Door Frame		X
Door Thresholds		X
Interior and Exterior Weather Stripping		X
Painting of Exterior Front Entrance Door		X
Patio Area and stoops		X
Patio Fence		X
Patio Doors, handles, and locks		X
Patio Door and Screen Door		X
Windows to home		X
Glass Replacement		X
Frames		X
Window Treatments		X
Garage Door & Garage Door Opener		X
Roofs (Excluding damage due to or resulting from satellite dish installation)	X	
Gutters and Downspouts	X	
Exterior siding	X	
Fireplace, fireplace venting, furnace flue, appliance vents, bathroom vents, Outside of Roof or Siding		X
Satellite dishes and cabling (Including any damage due to or resulting from installation or operation)		X
Light Bulb replacement (exterior)		X
Interior Animal/Pest/Rodent Control		X
Interior plumbing fixtures		X
Irrigation System and sprinkler heads	X	
Water and Sewer interior/Exterior clogs		X
Caulking Exterior	X	
Exterior foundation	X	
Driveway concrete and sidewalks	X	
Trees, shrubs, and common areas maintained by the association	X	
Decorative flowers, plants, fixtures installed by the homeowner		X
Lawns	X	
Roadways, streets, concrete drainage gutters	X	
Overflow parking	X	
Fences excluding homeowner's patio fences	X	
Snow Removal with the exception of stoops located at the entrance of any living unit	X	
Snow Removal at entrance of any living unit		X