

# **LINKS GLEN CONDOMINIUM ASSOCIATION**

## **Handbook of Information, Rules and Regulations**

### **Welcome to Links Glen:**

Whether you have lived here a short time or several years, we think you will agree that Links Glen is a unique and pleasant place to call home. With Wartburg Seminary to the west and Dubuque Golf and Country Club to the east, the setting in this quiet neighborhood is wonderful.

Links Glen Condominium Owners Association of Dubuque, Iowa, is comprised of 18 individual homes. The buildings are of two models or types; 12 Villas are approximately 3,900 SF each, and 6 Chateaus are approximately 4,700 SF each. Links Glen was developed by Links Glen LLC and built by Conlon Construction Co. The first home was built and occupied in 2007 with the final one occupied in 2018. While the general plan layout and the details of the exterior design and materials are consistent across both building styles, each owner was able to select interior finishes, fixtures and details to fit their individual design preferences. As a result, the interiors reflect the varying personalities of the owners.

In order to maintain the high standards and values set for Links Glen, and to ensure a pleasant comfortable living environment, rules and regulations are established to meet those expectations and are included in this handbook. Rules listed here are a summary and not a complete listing. It is important that you read the Association's CC&Rs.

We are happy to have you as a resident and our neighbor.

Links Glen Board of Directors

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## **1. Association**

The Links Glen Condominium Owners Association of Dubuque, Iowa, (“HOA”), is composed of every owner of a Unit in Links Glen. The Association is formed in accordance with the Articles of Incorporation. The By-Laws, CC&R’s and this Handbook govern the affairs of the HOA. The HOA is registered with the Iowa Secretary of State.

## **2. By-Laws**

Links Glen was incorporated in June 2007 as a not for profit corporation. The By-Laws were adopted in 2007 and have subsequently been amended. Each Unit Owner should receive a copy at time of purchase or when amended. Revisions require a 75% favorable vote of all Unit Owners. Each Unit Owner has one vote.

## **3. Declaration of Covenants, Conditions and Restrictions (CC&R)**

The CC&R document is recorded at the Dubuque County Recorder’s office. Each Unit Owner should receive a copy at the time of purchase or when amended. Revisions require a 75% favorable vote of all Unit Owners. Each Unit Owner has one vote.

## **4. Board of Directors**

The management of Links Glen is under the direction and control of the Board of Directors. The Board consists of 3 - 4 members, all of whom must be Unit Owners or spouses of Unit Owners. The directors are elected at the annual meeting of Unit Owners and serve terms as described in the By-Laws.

## **5. Board Meetings**

The Board of Directors meets as necessary to conduct the management and oversight of the association’s business, in accordance with the By-Laws. Minutes of the meetings are maintained, and copies are available for all Unit Owners. Owners who wish to address an issue with the Board of Directors should contact the President or a board member.

## **6. Annual Meeting**

An Annual Meeting of Unit Owners is held in accordance with the By-Laws, to conduct the corporate business of the HOA and provide the membership with updates on activities. Minutes are maintained and copies are provided to the Unit Owners. The meeting is held at a time determined by the Board of Directors, generally during the first week in August. All Unit Owners will be notified at least 7 days prior to any meeting. The notice is provided electronically. Proxies are requested for Unit Owners who are not able to attend the meeting. Each Unit Owner has one vote.

## **7. Financial**

The Manager is responsible for receiving all bills and making disbursements as necessary. Annual and Quarterly Financial statements are provided to the Unit Owners. The Treasurer oversees the monthly financial activity. A CPA firm completes the required income tax forms

The Finance Committee prepares and submits the annual operation and capital reserve budgets for Board Approval. The Treasurer submits to the Unit Owners their respective assessments and holds sums collected in trust. An operational account is established to receive and disburse funds for ongoing costs of the association, including landscape and grounds maintenance, snow removal, pump station, street, association business, etc. The capital reserve fund provides for the long-term upkeep of Common Elements (painting, roof, siding, windows, street, etc.).

Financial safeguards: All invoices more than \$1,000 must have Board approval for payment. Annual Contracts in excess of \$1,000 need prior approval of the Board and the periodic billing can be paid as they come due.

## **8. Assessments**

- Operating Assessments are billed in advance quarterly, January, April, July, and October. This assessment is to support the annual operating costs of the Association.
- Capital Reserve Assessments are billed in advance annually at the beginning of January. This assessment is for painting and replacing the covered Common Elements of the Association.
- Insurance Assessment is billed annually in August. See 9. Insurance.

- Special Assessments may be determined by the Board for Operating or Capital Reserve Assessments and billed when needed.
- It is requested that Unit Owners provide the Manager with appropriate bank information to facilitate ACH payment of assessments. If a Unit Owner does not wish to pay via ACH, it is requested that they pay the full years assessment in January. See the Treasurer to understand how this is handled.
- **All assessments are due immediately when billed.**
- Assessments will be considered late if not paid within 15 days from billing date. A \$100 fee will be assessed for every 15 days a payment is late.
- Remedies identified under Article 10 of the CC&R will be enforced for unpaid assessments.
- A \$1,000 fee for transfer of title of a Unit is the responsibility of the new Unit Owner and is payable at or prior to closing.

## 9. Insurance

The purchase of property insurance on each Unit (interior and exterior) is the responsibility of the HOA. Coverage is written on a replacement cost basis. This includes interior improvements such as cabinetry, flooring, window treatments, appliances, and plumbing fixtures. The policy includes loss caused by earthquake but excludes loss caused by flooding.

Each Unit Owner must purchase a tenant's policy Form HO6, covering personal contents and personal liability. **You or your insurance agent should talk with the Manager if you have any questions about coverage.**

The HOA policy deductible is \$5,000.

- If the covered loss is to the exterior, The HOA pays the deductible.
- If the covered loss is to the interior, the Unit Owner is responsible for the deductible.
- If the covered loss is to both the exterior and interior the deductible will be shared the HOA will pay the deductible.
- If an interior loss is caused by the negligence of the Unit Owner/guest, the Unit Owner shall be responsible for the entire deductible.

The Board also purchases general liability, D&O liability, non-owned automobile liability, umbrella liability and other coverage it deems necessary.

**All contractors hired by the Association must provide a Certificate of Insurance.**

**10. Management**

The Board of Directors, elected by the Unit Owners, is responsible for the management of the Association.

**11. Committees**

The President may appoint committees to advise the Board on different matters of the Association. Currently the following committees have been established.

- Architectural Review Committee.

The Committee's responsibility is to advise the Board on issues regarding questions and proposed changes to the buildings and overall appearance of the Association property, including landscape issues, collectively with the Landscape Committee. Additionally, other specific requests may be made to the Committee by the President. See Architectural Guidelines, Appendix A.

- Finance Committee.

The Committee's responsibility is to advise the Board, with the assistance from the Treasurer, on the preparation of a budget for the Association. Also, the committee may be asked by the Treasurer or Board for recommendations on other financial matters.

- Landscape Committee.

The Committee's responsibility is to oversee the condition of the landscape areas of the Association and to advise the Board on issues and budgets necessary to maintain the property. Additionally, other specific requests may be made to the Committee by the President or the Board. See Landscape Committee, Appendix B.

## **12. Common Elements**

As defined in the CC&R, each Unit Owner owns an undivided (1/18<sup>th</sup>) interest in the Common Elements of Links Glen. Each Unit Owner has the right to use Common Elements in common with all other Unit Owners except for those portions of which provide access, ingress, and egress to an individual Unit. The rights to use Common Elements are governed by the Board of Directors.

## **13. Parking**

Parking in Links Glen is intended for residents and our guests. In general, all vehicles are expected to be kept in the garage overnight. Short term (5 days) or guest parking is allowed in your driveway or curbside. No campers, trailers, boats, motorcycles, snowmobiles, or recreational vehicles shall be parked (other than overnight) anywhere on the property except in the Unit Owner's garage.

## **14. Occupancy**

Unit Owners shall use the Unit for single-family residence purposes only. Unit Owners shall not make any use of their Unit, which would violate any law, ordinance or regulation of any governmental body. Unit Owners may not commit or permit any nuisance, immoral or illegal act in the Unit. For more information see Section 9 of the CC&R.

## **15. Guests**

Unit Owners shall always be responsible for the conduct and behavior of their guests.

## **16. Pets**

Unit Owners may keep domestic pets within their Unit. Unit Owners shall be responsible for any damage done by their pets to any part of the condominium project and shall promptly clean up after their pets.

## **17. Unit Interior**

Unit Owners may decorate the interior of the unit as they wish. Unit Owners are responsible for all interior maintenance and service.

Reflective window coverings are prohibited.

A copy of the Building Permit, if required, must be provided to the Association. A Certificate of Insurance should be obtained and include the Unit Owner and the Association as insureds. Construction and remodeling work is permitted only during the following hours:

Monday through Friday	7 am to 5 pm
Saturday Sunday & Holidays	Not permitted at any time

The Unit Owner and their workmen are responsible for the removal of all debris from the property. The Unit Owner is responsible for any damage to the common area, so workers should be supervised.

### **18. Unit Exterior**

The general maintenance of the exterior of a Unit is the responsibility of the Association. The Capital Reserve assessment pays for the cost for exterior painting and for the replacement of the roofs, gutters, windows, siding, and exterior doors of the units. Seasonal maintenance of a unit's exterior is the responsibility of the Unit Owner. This includes cleaning of the decks, patios, windows, doors and entrance areas, including garage doors. Additional information regarding Unit Exterior found in Appendix B: Architecture Guidelines.

### **19. Snow Removal**

Links Glen provides snow removal for all roads, drives and sidewalks in Links Glen. We encourage the contractor handling snow removal for us to minimize the use of salt. Also, while we ask them to be on site early on heavy snow days, we also ask them to be thoughtful regarding the time they plow on days when snow continues to fall.

### **20. Moving**

Moving trucks are allowed on the property between the hours of 8 am to 8 pm. It is discouraged for trucks to be present on Sunday.

### **21. Entry to Units**

In accordance with the CC&R the Association has the right to access any Unit to repair, replace any portion of the Common Elements, or to make emergency repairs in a Unit to prevent further damage to Common Elements or to another



Unit. This would include any mandated life-saving equipment inspections such as smoke detector. The Board will designate a person with responsibility for access. Unit Owners shall provide alternate contact information of a local contact who can provide access if the Unit Owner is unavailable. For access to a Unit in case of an emergency, Unit Owners are required to provide the named designee with one of the following:

- Name and contact information of a person who can provide immediate access.
- Key and Alarm code, if any.
- Garage code, key if required and alarm code, if any.

## **22. Signs**

As stated in the CC&R signs, except “FOR SALE” signs are not permitted. See CC&R for restrictions. Security signs are also permitted provided they do not exceed 1-foot square.

## **23. Noise**

Music and all other sounds, including radios and television must be kept at a reasonable level so as not to disturb other residents and shall be turned to a minimum volume. Electronically amplified musical instruments are not permitted. Loud conversations on decks, patios and common areas should be avoided.

## **24. Trash Disposal**

All trash placed in the City approved containers must be stored in your garage until collection day. The City of Dubuque provides an excellent curbside recycling program and you are encouraged to participate in this program. Containers may be put out the evening prior to collection day and should be returned to your garage as soon as practical the day of collection.

## **25. Temporary Structures**

Temporary structures of any type are prohibited on any common areas, unless approved by the Board.

## **26. Leasing / Rental**

Short-term rentals of less than 6 months are strictly prohibited. Unit Owners who rent their Units should secure written acknowledgement from their tenants of receipt of the Association Documents, coupled with a statement from the tenants that a violation Association Documents also constitutes a material breach of the lease / rental agreement. Unit Owners are ultimately responsible for the actions and violations of their tenants and said tenants' family members, guests, and invitees. All documents regarding a lease / rental agreement must be provided to the Board. See CC&R 9.3.12 for Lease requirement information. Unit Owners have full responsibility for compliance with the rules and regulations of the association by tenants or guests. No short-term rentals are permitted.

## **27. Lighting**

No spotlights, flood lights or other high intensity lighting shall be placed or utilized upon any Unit which in any manner will allow light to be directed or reflected on the Common Area, or any part thereof, or any other Unit.

## **28. Satellite Dishes and Antennas**

Satellite dish or antenna shall be placed below the roof line and concealed from street view as much as possible. Requests for placement of antennas should be made to the ARC.

## **29. Specific maintenance responsibilities**

**Unit Owner's responsibilities for maintenance include, but are not limited to the following:**

- a. Owner installed skylights
- b. Fireplaces
- c. HVAC system
- d. Appliances
- e. Plumbing fixtures
- f. Counters and cabinets
- g. Indoor painting of garage doors
- h. Garage doors mechanical components and openers
- i. Water heater system
- j. Garage inside entry door
- k. Garage slab

- l. Driveway stain
- m. Driveway crack less than ½ inch
- n. Fixtures on all doors.
- o. All light fixtures
- p. Doorbells
- q. Interior floor coverings
- r. Interior wall paint
- s. Patio doors and glass
- t. Interior painting
- u. Surface tile treatment

### **30. Sanitary Pump Station**

Because of the elevation of the buildings, the sanitary waste is required to be pumped into the city's sanitary waste system. The HOA is responsible for maintaining the pump. **It is important that Unit Owners do not dispose anything into sinks or toilets which may hamper the operation of the pump. This includes, among other things: cooking oils and grease, flushables, cleaning towels, paper towels and female sanitary products as these items severely hamper the efficient performance of the pumps. Unit Owners should advise their guest of this expectation.**

### **31. Violations**

The governing documents for the Association (By-laws, CC&R, Rules and Regulations) were instituted to promote a harmonious and uniform community environment. Infractions of the governing documents by Unit Owners, family members, guests, invitees, or tenants shall be addressed in the following manner.

1. The Board, or a member thereof, will contact the Unit Owner via telephone, email, or a personal visit to make the Unit Owner aware of the infraction and request their cooperation in resolving the issue. The Unit Owner will be given a 10-day grace period to rectify the infraction.
2. If the infraction is not remedied within the 10-day period, a written NOTICE from the Board citing the specific infraction shall be sent to the Unit Owner. The NOTICE shall indicate that if the infraction is not rectified within 10 days from the date of the written NOTICE, the Unit Owner will be assessed a fine of \$25 per day beginning on the 11<sup>th</sup> day from the written NOTICE until rectified.
3. All costs, including attorney's fees, incurred by the Association in rectifying the infraction shall be paid by the Unit Owner in addition to the fine. Repeated offenses of the same infraction occurring within two years of the most recent offense shall be assessed a daily fine of \$25 from the date of a repeated NOTICE without the benefit of any grace period.
4. If a resolution is not obtained and the fine reaches \$750, the remedies identified under Article 10 of the CC&R shall come into play.

**Any Unit Owner incurring a fine or assessment shall have their voting and other Association membership rights suspended until such time as the fine or assessment has been paid.**