



## Covenant Summary

### Pinnacle on Fleur

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**Managed by:** Pinnacle on Fleur, LC admin@kimdev.com (515).963.8335

Property Rights in Common Areas: The Association must keep all common areas in good, clean, attractive and sanitary conditions. No person rather than the Owner and his invitees has the right to enter upon, use, or affect and Association Responsibility Element, except the Association, at reasonable times for the following purposes:

1. Installation, repair, removal, replacement, maintenance or inspection of an Association Responsibility Element.
2. Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association.
3. Mowing and maintenance of grass and landscaped areas.

Initiation Fees: At the time of closing on any Townhome Lot, the Owner shall pay a non-refundable fee of \$500 (or such other amount as deemed appropriate by the Board of Directors) for purposes of reviewing the documentation submitted by Owner.

Maintenance of Townhomes: The Owner of each Townhome Lot shall furnish and be responsible for, at the Owner's own expense, all decoration, maintenance, repair and replacement of the structures, improvements, fixtures and equipment (excluding the Association Responsibility Elements) located upon and within the Owner's Lot and Living Unit. All Living Units and property appurtenant thereto shall be kept in a safe, clean, orderly and sanitary environment free of insects, rodents, vermin and other pests and always maintained in a good condition and state of repair. Any exterior structure, improvement, fixture or equipment shall match as nearly as possible the original item that it repairs or replaces and shall be constructed or installed in accordance with local ordinances and building codes. Such property should include, but is not limited to, the following:

- (a) Brickmold or siding damaged by replacement.
- (b) Partition and interior walls
- (c) Fireplaces, heating, ventilation and air conditioning
- (d) Staircases, cabinetry, bookcases and counter tops
- (e) Interior and exterior electrical wiring and facilities and light fixtures, including bulb replacement, for the exclusive use of the Living Unit.
- (f) Electrical lines for telecommunication and electrical facilities from the main box to a Living Unit, notwithstanding the fact that such wiring crosses other Lots or is located off-premises from the Owner's Lot.
- (g) Electronics, appliances, plumbing equipment and fixtures, garage door opener and security system.
- (h) Interior wall coverings, floor coverings and window treatments.
- (i) Decks and patios (including removal of snow and ice therefrom).

- (j) Flowers, plantings, gardens, trees, shrubbery and other landscaping planted by the Owner subject to the approval of the Association; and
- (k) Tower, antenna, satellite dish or similar reception devices installed by the Owner, including roof shingles and any exterior surface of the building damaged by replacement or removal.
- (l) Elevators and associated mechanical system.

**Maintenance by Association:** The Association shall provide services on behalf of the Owners of each Lot for all decoration, operation, improvement, maintenance, repair, reconstruction, restoration, replacement, and preservation of the Common Areas and the Association Responsibility Elements. Such services may include, but are not limited to, the following:

- (a) Painting, repairing, replacing and care for roofs, gutters, downspouts, foundations and siding, brickwork and other similar exterior surfaces of the building (excluding windows, doors, garage doors, decks and patios);
- (b) Stripping, repair and resurfacing paved surfaces (excluding patio and including stoops located at the front entrance of any Living Unit), and other customary driveways, parking area, sidewalk and walkway maintenance to always provide ingress and egress, both pedestrian and vehicle, from each Lot to and from a public street.
- (c) Removal of snow and ice from the driveways, parking areas, sidewalks, walkways, front entrance stoops, but not decks and patios;
- (d) Lawn care, routine mowing, use of pesticides to control infestation of weeds and insects and maintenance of irrigation systems installed by Declarant or the Association.
- (e) Maintenance and replacement of landscape plantings, general trimming of trees, shrubs and hedges, except those installed by the Owner on such Owner's Lot subject to the approval of the Association.
- (f) Paint, repair, replace and care for entrance signs and features, light posts, common outdoor furniture, recreational equipment or decorative structures installed by Declarant or the Association.
- (g) Repair, replace and care for any fencing and retaining wall structures or other stabilization plantings installed by Declarant or the Association.
- (h) Maintenance, repair and replacement of the Common Elements, including any private storm and sanitary sewers, and storm water drainage or detention areas installed by Declarant.
- (i) General policing to keep the Properties in a clean and orderly condition free of trash, debris and other unnatural articles; and
- (j) Decorate for seasonal, civic or community events and holidays

**Landscaping:** The Association shall have sole control over all trees and shrubs, landscape plantings, retaining wall structures or other stabilization plantings and decorative features. The Board of Directors shall have the right to change the plantings and other landscaping elements within the Properties from time to time in its sole discretion subject to plantings allowed or

required pursuant to any landscaping plan on file with the City or under a recorded easement for buffer landscaping and storm water detention management.

**Utilities:** Each Owner shall be responsible for payment of all charges incurred for electricity, water, trash removal, gas, sewer, telephone, telecommunications, cable, television and similar utility services to the Owner's Lot in the same manner as people occupying single-family detached houses. All other utilities and common services needed in connection with the maintenance or operation of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall be assessed against each Lot as part of the regular assessment.

Electric: Mid-American

Water: Des Moines Water Works

Fiber: Quantum Fiber



utilities and common services as needed in connection with maintenance or operation of the Association Responsibility Elements shall be paid by the Association and the costs of the same shall be assessed against each Lot as part of the regular assessment.