

## I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all ownership interests. Declarant shall be and have the rights of a member with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for purposes of membership and shall be bound by the provisions of all condominium documents including that provision in relation to the Homestead Exemption contained in Article VII of the Declaration.
2. An owner of record shall be recognized as a member without further action for so long as he holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. Failure to provide such evidence shall not, however, relieve the owner of his ownership obligations. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he represents.
3. If more than one person is the owner of the same unit, all such owners shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors and such person shall be deemed to hold an ownership Interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.
4. The owners of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the Code of Iowa, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

## II. MEMBERS' MEETINGS

1. The annual and any special meetings shall be held at a time and at a place within Hiawatha, Linn County, Iowa, chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.
2. A special meeting shall be held whenever called by the President or, in his absence or disability, the Vice President, or by a majority of the Board of Directors. Such a meeting must be called by such officers or directors upon receipt of a written request from members representing one-fourth of the voting membership.
3. The Secretary or his designate shall give written notice of the annual meeting to each member. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall be given like written notice of such special meeting. Notice shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.
4. Notice of members' meetings shall be given by mail or delivery same not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this Paragraph to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article 1. Notice of any meeting may be waived in writing by the person entitled thereto.
5. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the units. The acts approved by a vote of a majority of the units represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration or other agreement to which the Association is a party. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting. If neither the President nor the Vice President is able to preside, a chairman shall be elected by the members present at such meeting.
6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy is in writing and signed by a member or other person entitled to cast votes. Said proxy shall also set forth the unit with respect to which such rights are pertinent, and the period which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. At all meetings, the order of business shall consist of the following:

- A. Election of Chairman, if required.
- B. Calling roll and certification of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of Directors, if applicable.
- H. Unfinished business.
- I. New Business.
- J. Adjournment.

### **III. BOARD OF DIRECTORS**

1. The affairs of the Association shall be managed by an initial Board of one (1) Director. The initial Board shall consist of such people as the Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board members shall be selected from the members of the Association, except as provided in Paragraph 2 below. An officer of a corporation owning a unit, a partner of a partnership owning a unit, or a designated agent of such officer or partner shall qualify to serve as a Director.
2. At the first annual members' meeting and at each annual meeting thereafter, three (3) directors shall be elected and the term of office of each director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided. For so long as Declarant owns twenty-five percent (25%) of the units at the time such directors are to be elected, Declarant shall have the right to elect or appoint a majority of the members of the Board, who need not be unit owners, and thereafter shall be entitled to elect or appoint at least one member of the Board until all units have been sold by Declarant. Directors appointed by the Declarant shall have the same voting rights as Directors elected by the members.
3. Each director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each director shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.
4. Except as provided in Paragraph 5 of these Articles, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.
5. The initial Director shall be subject to removal only by the Declarant. Thereafter, a director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called that purpose. The vacancy on the Board of Directors so created shall be filled by the people entitled to vote at the same meeting.
6. The initial Director, as well as any other Directors appointed by the Declarant, shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.
7. An organizational meeting of the newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary. An organizational meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of fifty percent (50%) of all the units in the regime.
8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified and rescinded. Special meetings of the Directors may be called by the President, Vice President, or any two Directors provided not less than two days'

notice is given, personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

9. A quorum at the Directors' meeting shall consist of two-thirds of the entire Board of Directors. The acts approved by majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.

10. The presiding officer of a Director's meeting shall be the President, or in his absence, the Vice President.

11. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

#### **IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS**

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land. In addition to those powers elsewhere provided, the Director's powers shall include but not be limited to the following:

1. To collect assessments against members for all common expenses.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. To perform the maintenance, repair, replacement and operation of the regime property including all common elements, and facilities, and units as applicable, and the making or providing for payment for all such work and approving or delegating to the officer's authority to approve vouchers, therefore.
4. To perform the reconstruction, repair, restoration, or rebuilding of the regime property and of any units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.
5. To enforcement by legal means the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.
6. To contract for the management of the Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.
7. To employ, designate and discharge personnel to perform services required for proper operation of the Regime.
8. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners, and occupants and the Association.
9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the owners of the individual units.
10. To conduct all votes or determinations of the members other than at a membership meeting.
11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

12. To do such other acts as are necessary and proper to affect the purpose of the Regime as stated in the Declaration and these Bylaws provided such acts are not otherwise prohibited.

## V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices shall be filled by one person, who need not be either a director or member. All such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but the officers shall be subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.
2. The President shall be the chief executive officer of the Association. He shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.
3. The Vice President shall preside over the membership meetings in the absence or disability of the President and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President. The Vice President shall also generally assist the President and exercise such other powers and duties as are prescribed by the Directors.
4. The Secretary and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings, shall have custody and control of the Minute Book of the Association, and shall keep or be in charge and control of the records of the Association. Additionally, as Treasurer, the said officer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.
5. Owners who are elected to the HOA Board of Directors shall be compensated during their time on the Board. Compensation will be a reduction in their monthly HOA dues. This reduction in dues will be each month if they are an active member of the Board of Directors. At which time the owner resigns from the Board, is terminated from the Board by a vote of the owners, or is not reelected at the Annual Meeting, the owner's dues will return to the amount charged based on their unit customary to the other owners in those units starting the next month. The amount of compensation will be set by a vote of the owners each year at the Annual Meeting. The amount of compensation can be zero, having a volunteer Board, or a reduction in dues at a specific amount. If no vote is taken at the Annual Meeting regarding Board compensation, the amount of dues reduction will remain the same as the previous year until which time a vote on compensation is taken.
6. The Board Compensation Committee is recommending the May 2023 – April 2024 Forest Greens Condominium Board of Directors will receive a reduction in dues of \$50 per month beginning May 2023 and ending April 2024, if the owner remains an active member of the Board of Directors.
7. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.



## VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

(a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for a share of the items in the budget adopted pursuant to paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such a share shall be assessed annually in advance for the fiscal year for which the budget was prepared. Notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in (12) equal installments, each installment being due and payable on the first day of each calendar month in such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable, less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. An amended budget may be adopted at a special directors' meeting upon an affirmative vote of a majority of the directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable this year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses and maintenance funds, shall be made only after notice of the need thereof to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one-half of the votes in the Condominium, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditures for repair or replacement of any unit or common elements cannot be paid from annual assessments but can be at least ninety percent (90%) paid from insurance proceeds therefore, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefore if necessary.

4. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, which shall be not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed on balances due under this paragraph but unpaid at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

5. The holder of a mortgage on any unit, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these Bylaws, the Declaration or other condominium documents, which is not cured within thirty (30) days.

6. All sums assessed but unpaid, including but not limited to, interest with respect to a unit or against a unit owner shall constitute a lien on such unit prior to all other liens except:

(a) Tax liens on the unit in favor of any assessing unit and special district, and

(b) All sums unpaid on a first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for a money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any line which it holds.

7. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser or their successors or assigns, shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid, therefore. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of money from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

## VII. AMENDMENTS

1. These Bylaws may be amended, altered or repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of a majority of all votes entitled to be cast. No amendment effecting a substantial change in these Bylaws, however, shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.
2. No amendment may be adopted at either a special or regular membership meeting if said amendment was not included in the notice thereof. If notice of the proposed amendment has been given, however, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession of the requisite percentage of membership and voting interests. Furthermore, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.
3. To the extent provided in Section 499B.14 of the Code of Iowa, no modification or amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording, the said amendment shall be effective against all persons having an interest in a unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

## VIII. MISCELLANEOUS PROVISIONS

1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.
2. The Association shall not have or employ a corporate seal.
3. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be a common expense of the Association.
4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interest of all owners within the Regime. The initial Board of Directors shall adopt the initial Rules and Regulations which may be added to, amended, modified or altered by the affirmative vote of the members representing a majority of the units' votes in the Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.
5. The Association shall at all times maintain separate and accurate written records of each unit and owner and the address of each, and set forth the status of all assessments, accounts and funds pertinent to that unit and owner. Any person other than a unit owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.
6. Each member shall have the obligations as a member as are imposed on him by the regime documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except as the same may attach only against his interest therein.
7. The Board of Directors may, at its discretion, issue written evidence of membership. Said document shall be evidence thereof only and shall not be transferable or negotiable. The share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as appurtenant to such assignment, hypothecation or transfer of the unit.
8. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the Code of Iowa shall continue for a period longer than the life of the last to survive of the owners or partners of the Declarant, and his children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one (21) years thereafter.
9. Each owner or lessee of his unit, as applicable, shall have a right to use and enjoy the common elements provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime.

## IX. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.
2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns an interest in one or more units in the regime. The holder of a leasehold interest in a unit shall not be an owner but the holder of an equitable interest shall be an owner.
3. Unit. The term "unit" means each unit subjected to the Regime and consisting of one or more rooms. intended for use as a residence.
4. Common expenses. The term "common expenses" shall include:
  - (a) Expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.
  - (b) Expenses declared common expenses by the Declaration or these Bylaws.
  - (c) Any valid charge against the Regime as a whole.
6. Singular, plural and gender. Whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

**EXHIBIT "F"**  
**RULES AND REGULATIONS FOR FOREST GREENS CONDOMINIUMS**

The following rules and regulations shall be binding on the unit owners of Forest Greens Condominiums until modified or amended by the Board of Directors of Forest Greens Condominiums Association, Inc. as provided in the Declaration for Forest Greens Condominiums:

1. The Board of Directors shall be authorized to regulate guest parking within the condominium regime including the right to designate guest parking spaces, restrict guest parking from any other spaces, and limit the amount of time that guest parking is allowed.
2. No motor vehicles may be parked, except in an individual garage, on the condominium property for more than two weeks without having been moved.
3. No motor vehicles that are not in good working condition shall be kept in any parking spaces throughout the condominium regime.
4. Each unit owner shall be allowed to keep no more than two (2) motor vehicles within the condominium regime.
5. No boats, motor homes or other recreational vehicles may be parked, except in an individual garage, on the condominium property for more than forty-eight (48) hours.
6. The Board of Directors is empowered to regulate and restrict the use and keeping of oversized motor vehicles on the condominium property.
7. Each unit owner shall be required to keep their respective garage door closed at any time except when entering and exiting the garage or when present in the garage using it for purposes incidental to vehicle storage and the like.
8. Any toys or lawn furniture that may be placed in the common areas must be picked up by the respective unit owner each evening.
9. Operation of large appliances (i.e., refrigerators, freezers) is prohibited in detached garages.
10. Items on top of deck railings shall be securely fastened to the railings or designed to fit on the railings.
11. Townhouse owners may install a storm door if it meets the following criteria. It shall be white, Full view, with clear or Low-E glass only. Retractable screens are allowed but must meet the above criteria. Maintenance of the storm door will be the responsibility of the unit owner.
12. Feeding wildlife is prohibited. Hummingbirds are excepted.

## **AMENDMENT TO THE RULES AND REGULATIONS FOR FOREST GREENS CONDOMINIUMS**

Pursuant to Section VIII of the Bylaws of the Forest Greens Condominiums Association (the “Association”), the undersigned officer of the Association, pursuant to an affirmative vote of the members representing a majority of the units’ votes in the Association, hereby adds the following to the Rules and Regulations for Forest Greens Condominiums (“Rules and Regulations”) as follows:

- 1. Smoking and vaping will be prohibited indoors in buildings 100, 200, & 300. Smoking & vaping would be restricted to patios, balconies, and outdoors only.**
- 2. Outdoor Occasion Decorations: According to the By-Laws we strive for an uncluttered and minimalistic appearance. The outside of the buildings is maintained by the Association and decorations shall not damage the property or interfere with snow removal or lawn mowing. Below are the rules for decorating:**
  - **The Condos in the upper decks may decorate their railings and/or light the immediate roof line.**
  - **Outdoor decorations on or in the condos on the ground floor are limited to patios. Unit owners may decorate using small trees and/or light the immediate roof line.**
  - **Townhouses may decorate their garage outline and/or small displays are allowed in the immediate front entry alcove using the entry light for illumination.**
  - **All Condo/Townhouse owners may decorate the inside of their homes.**
  - **The Forest Greens Condominium Association reserves the right to request that inappropriate decorations be removed.**
  - **Decorations can be put on the outside of the buildings & townhouses 30 days before the occasion and must be taken down no later than 30 days after the occasion.**
- 3. All other provisions of the Rules and Regulations shall remain in full force and effect.**
- 4. This Amendment shall be effective as of May 1, 2023.**

## Overhead Garage Door Maintenance

To ensure proper operation, the following maintenance should be performed twice a year.

- Lubricate all moving parts and coat torsion springs with regular grade machine oil.
- Check for loose or missing fasteners. See warning concerning spring components under tension.
- Check moving parts for signs of wear. Pay close attention to end bearings, rollers, hinges and lift cables.
- Check track support system for loose parts.
- Check ease of door operation (if electrically operated, disconnect operator first). Note any binding or unusual noises.
- Check for seal of door against jambs, header, and floor.
- Check that all safety warning labels and tags are in place.

Periodic Cleaning: Use a mild detergent to wash your door; do not use abrasive cleansers. Check for scratches that can be reasonably repaired. If bare metal is exposed, treat with zinc-based primer. Avoid excessive touchup; post-applied painting will not match original factory finish.

Label Maintenance: Product safety labels should be periodically inspected, cleaned or replaced as necessary to maintain good legibility at a safe viewing distance.

For additional maintenance or garage door repairs for the Town Homes, contact:

Adams Door Inc.

1870 McCloud Place

Cedar Rapids, IA, 52402

Phone: 319-393-4333

Website: <http://adamsdoor.chiohd.com/>

For additional maintenance or garage door repairs for the Condos, contact:

Overhead Door Company of Cedar Rapids and Iowa City

6515 4th Street S.W.

Cedar Rapids, IA 52404

Phone: 319-363-9976

Website: <http://www.overheadcric.com>



## **Satellite Dishes**

Big Dog TV and Internet is currently the only authorized satellite provider for Forest Greens Condominiums. They offer Dish Network, DirecTV, and Century Link for phone and internet. There is no upfront cost for installation or equipment as long as you qualify with the prospective company. They also provide you with a free 2-year warranty on your satellite installation.

To set up the service with Dish Network, Direct TV, or Century Link call 319-395-0800. If you currently have service through Big Dog TV and the Internet and are having service issues, call the office at 319-395-0800.

Forest Greens Homeowners Association does require satellite users to pay a one-time fee of \$25. For questions concerning Association fees and regulations, or if you will need a new dish installed, contact [board@forestgreenscondos.com](mailto:board@forestgreenscondos.com).

## Grills and Portable Heating Appliances

### Grills

No open flame grills (gas or charcoal) are allowed at Forest Greens Condominiums per Hiawatha Fire Code. Electric grills MAY be used.

#### 160.13 OPEN FLAME COOKING DEVICES.

The Hiawatha Fire Code is hereby amended by repealing Section 308.1.4 of the International Fire Code, 2021 Edition, by replacing said section with the new section, as follows:

308.14 Open-flame cooking devices. Charcoal burners and other open flame cooking devices shall not be operated or stored on combustible balconies or within 10 feet (3048 mm) of combustible construction.

#### Exceptions:

1. One-and two-family dwellings.
2. Where buildings, balconies and decks are protected by an automatic sprinkler system.
3. LP-gas cooking devices having LP-gas container with a water capacity not greater than 2 ½ pounds [nominal 1 pound (0.454 kg LP gas capacity)].

Townhouses as defined by the International Building Code. (Single-family dwelling unit constructed in a group of three or more attached units in which each unit extends from the foundation to roof and with open space on at least two sides.)

The City of Hiawatha has adopted the 2018 International Fire Code.

603.4.2 Portable outdoor gas-fired heating appliances. Portable gas-fired heating appliances located outdoors shall be in accordance with Sections 603.4.2.1 through 603.4.2.3.4.

603.4.2.1 Location. Portable outdoor gas-fired heating appliances shall be located in accordance with Sections 603.4.2.1.1 through 603.4.2.1.4.

603.4.2.1.1 Prohibited locations. The storage or use of portable outdoor gas-fired heating appliances is prohibited in any of the following locations: 1. Inside of any occupancy was connected to the fuel gas container. 2. Inside of tents, canopies

and membrane structures. 3. On exterior balconies.

603.4.2.1.2 Clearance to buildings. Portable outdoor gas-fired heating appliances shall be located not less than 5 feet (1524 mm) from buildings.

603.4.2.1.3 Clearance to combustible materials. Portable outdoor gas-fired heating appliances shall not be located beneath, or closer than 5 feet (1524 mm) to combustible decorations and combustible overhangs, awnings, sunshades or similar combustible attachments to buildings.

603.4.2.1.4 Proximity to exits. Portable outdoor gas-fired heating appliances shall not be located within 5 feet (1524 mm) of exits or exit discharges.