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Linn County Iowa
JOAN MCCALMANT RECORDER
BK 9244 PG 235-242

**AMENDMENTS TO BYLAWS OF FOREST GREENS
CONDOMINIUMS ASSOCIATION**

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Return Document To: Forest Greens Condo Association, Inc.
250 Cimarron Drive #105
Hiawatha, IA 52233

Legal Description: See Page 2.

Legal Description

A part of section 33-T84N-R7W of the 5th P.M., Hiawatha, Linn County, Iowa described as follows:

Beginning at the SE corner of Lot 2, Cimarron Estates Addition to Hiawatha; thence S00°26'45"E, 60.0 feet;
thence N89°49'19"E, 82.48 feet;
thence S00°08'38"E, 836.45 feet;
thence S89°51'22"W, 364.77 feet;
thence N64°25'19"W, 221.86 feet;
thence N57°12'24"W, 192.46 feet;
thence N09°55'51"W, 183.04 feet;
thence N04°33'31"E, 219.88 feet;
thence N39°36'07"E, 197.46 feet;
thence N51°44'01"E, 113.30 feet;
thence N00°06'11"W, 73.92 feet to the south line of Auditor's Plan No. 327 to Linn county;
thence N89°49'17"E along said south line, 441.02 feet to the point of beginning containing 13.46 acres.

**AMENDMENTS TO BYLAWS OF FOREST GREENS
CONDOMINIUMS ASSOCIATION**

Article VII. Article VII(1) of the Forest Greens Condominiums Association Bylaws is hereby amended to provide that the bylaws may be amended, altered or repealed or new bylaws adopted by the members at a regular or a special meeting of the members upon the affirmative vote of a majority of all votes entitled to be cast [this bylaw previously required a two-thirds vote].

Article IX. Article IX is hereby amended by the italicized and underlined language set forth at Exhibit A which is attached hereto.

Article XII. Article XII(1)(d) of the Forest Greens Condominiums Association Bylaws is hereby amended to make reference to the recording location as the "Linn County Recorder" [this bylaw previously made an inadvertent reference to the Johnson County Recorder].

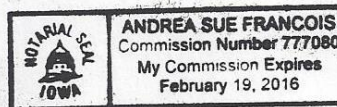
THE UNDERSIGNED does hereby represent that the Bylaws of the Forest Greens Condominiums Association were duly amended by the vote of the association owners on 30th day of April, 2015, and that said amendments are set forth above. All other provisions of said Bylaws shall remain in full force and effect unless specifically referred to above.

Charley Gerard
Charley Gerard, President

STATE OF IOWA)
)SS:
LINN COUNTY)

On this 30th day of April, 2015, before me, the undersigned, a Notary Public in and for said State, personally appeared Charley Gerard, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument, that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Charley Gerard of said corporation officer acknowledged and attested the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Andrea S. Francois
Notary Public in and for the State of Iowa



ARTICLE IX

Conditions of and Restrictions on Ownership, Use and Enjoyment

1. Property Subject to Certain Provisions. The ownership, use, occupation, and enjoyment of each unit and of the common elements of the regime shall be subject to the provisions of the By-laws of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all units and the owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

In addition thereto, the Board of Directors of the Association shall have the right to implement rules and regulations regarding the use of the common property within the condominium regime and may change those rules and regulations upon thirty (30) days' notice to each respective unit owner. Initial rules and regulations are marked Exhibit "F" and attached hereto.

2. Use of Property. The use of the property shall be in accordance with and subject to the following provisions:

(a) A unit shall be used or occupied for residential dwelling purposes only.

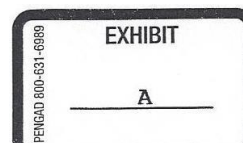
(b) A condominium may be rented or leased by the owner or his lessee provided the entire unit is rented, the occupancy is only by the lessee and his family or sub lessee and his family, and the period of rental is at least one month unless some other period is established in the regulations or Bylaws of the Association. No lease shall relieve the owner of any responsibility or liability imposed by the condominium documents as against the Association and other owners.

(c) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the unit owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(d) Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit, garage or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law.

(e) No unit owner shall be permitted to erect a TV antenna, satellite dish, or any other fixture, item or appurtenance on any building roof, balcony, exterior wall or the like.

(f) The Association shall have the authority to adopt rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests and licensees. Initial rules and regulations are marked Exhibit "F" and attached to this Declaration.



(g) No parking of any vehicles shall be allowed except on designated driveways, parking areas and garages.

(h) Agents of or contractors hired by the Association may enter any unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, providing such entry shall be made with as little inconvenience to the owners as practicable.

(i) A unit owner shall give notice to the Association of every lien against his/her unit other than permitted mortgages, taxes and association assessments, and of any suit or other proceeding which may affect the title to his/her unit within ten (10) days after the lien attaches or the owner receives notice of such suit.

(j) A unit owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect, or carelessness, or by that of his/her family, guests, employees, agents or lessees which liability shall include any increase in insurance rates resulting therefrom.

(k) No animals shall be allowed or kept within any unit or on any of the general or limited common elements of the project unless approved by the Board of Directors for the Association under the following terms and conditions:

(i) Dogs shall only be allowed in owner-occupied units within the condominium regime and not within any units which are being rented.

(ii) No dog shall be allowed within owner-occupied units until written approval has been provided by the Board of Directors for the Association. The Board of Directors may delegate the authority to grant approval to a manager hired by the Board.

(iii) No dog shall be allowed that weighs more than thirty-five (35) pounds when mature or that displays any traits or behavior that would, within the sole discretion of the Board of Directors, cause any disruption to the harmonious, peaceful environment within the condominium regime.

(iv) No more than one (1) dog per owner-occupied unit shall be allowed.

(v) If any dog, after being approved, is found to be a nuisance or to violate any of the terms and conditions provided herein, within the sole discretion of the Board of Directors, the Board of Directors shall have authority to immediately remove said dog from the condominium regime.

(vi) Approved dogs may be walked on a leash within the general common elements of the condominium premises but may not be tethered or kept untended on the general or limited common elements of the project. Except when being walked on the general common elements, approved dogs shall be kept within the owner's condominium unit.

(vii) Owner-occupied units may have two (2) cats, but not both a dog and one or more cats, as long as the cat is confined to the unit and is not a nuisance or does not detract from the peaceful enjoyment of the condominium premises by all other occupants. The Board of Directors shall have the sole discretion to determine whether a cat should be allowed to remain within the condominium premises.

(viii) The owner of any approved dog shall be responsible for cleaning and removing any and all messes made by the dog immediately and failure to do so shall result in the removal of the dog from the condominium premises.

(ix) The Board of Directors shall have authority to make additional rules and regulations governing animals within the condominium regime except that any changes to the above provisions relative to dogs and cats can only be made with majority approval of all members in the homeowner's association.

(l) A unit owner leasing a unit to a tenant shall in each instance:

(i) have the lease form agreement approved by the Board of Directors in advance of execution which approval will be promptly provided and not unreasonably withheld.

(ii) the unit owner as landlord shall provide the tenant with a complete copy of the declarations, covenants and by-laws of the Forest Greens Condominium Association. Both tenant and unit owner/landlord shall sign and submit an acknowledgement provided by the Board of Directors that the declarations, covenants and by-laws were conveyed to the tenant and accepted and subsequently provided to the Board of Directors of the Condominium Association within 30 days of entering into the lease agreement. If owner/landlord is subsequently notified of changes in the declarations, covenants and by-laws of the Association, the owner/landlord will provide tenant timely notice of same.

(iii) each lease shall clearly provide:

(1) that the tenant is bound by all of Forest Greens Condominium Declarations, Covenants and By-laws in the same manner and to the same extent as a unit owner.

(2) that a tenant may have no dog, cat or exotic animal in a leased unit without advance approval of the Board of Directors, and then only as otherwise allowed by these by-laws.

(3) it is for a minimum term of no less than 30 days.

(4) it may be voided by unit owner/landlord or Board of Directors for tenant's continued failure to comply with the declarations, covenants, by-laws and Hiawatha ordinances.

(5) A unit owner and/or tenant shall be responsible for any damage to the common areas of Forest Greens Condominiums caused by a tenant.

(iv) These amendments shall become effective upon approval by the Association on all leases executed subsequent to adoption. The effective date for these amendments as to leased units shall be the first anniversary of any existing lease between unit owner/landlord and tenant following adoption of these amendments by the Association.

3. No Waiver. Failure of the Association or any owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the Code of Iowa, this Declaration, the Articles of Incorporation, or By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.