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Fee Amt: \$107.00 Page 1 of 20
Instr# 200700067480
Linn County Iowa
JOAN MCCALMANT RECORDER

BK **6703** PG **93-112**

**AMENDMENT TO DECLARATION OF CONDOMINIUM
Recorder's Cover Sheet**

NAME: FOREST GREENS CONDOMINIUMS

DECLARANT: Hodge Construction Company
711 S. Gilbert Street
Iowa City, IA 52240

DATE OF DECLARATION: March 24, 2000

LEGAL COUNSEL: Kirsten H. Frey AT0002699
Kennedy, Cruise, Frey & Gelner, L.L.P.
920 S. Dubuque Street - P.O. Box 2000
Iowa City, IA 52244-2000
Telephone: (319) 351-8181
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Iowa City, IA 52244-2000

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Preparer

Information: Kirsten H. Frey, 920 S. Dubuque Street, P.O. Box 2000, Iowa City, Iowa 52240 (319) 351-8181

**AMENDMENT TO DECLARATION OF CONDOMINIUM
FOR FOREST GREENS CONDOMINIUMS**

COMES NOW, the Forest Greens Condominiums Owners Association, and hereby states as follows:

WHEREAS, Notice of a Special Meeting of the Forest Greens Condominiums Owners Association to be held on the 23rd day of April 2007 was given on the 10th day of April 2007 in accordance with the provisions of the Condominium Declaration and the Bylaws of the Forest Greens Condominiums Owners Association; and

WHEREAS, said Notice indicated that a purpose of the Special Meeting was to consider a possible amendment to the Condominium Declaration, a copy of which proposed amendment was provided with said Notice; and

WHEREAS, a quorum was present at said special meeting; and

WHEREAS, following discussion, said proposed amendment was approved and ratified by a vote of 105 to 2, said vote being more than the 66 2/3 vote required to amend the Condominium Declaration, according to its terms; and

NOW THEREFORE, the Forest Greens Condominium Owners Association, hereby amends the original Declaration of Submission to Horizontal Property Regime pursuant to Chapter 499B of the Code of Iowa for Forest Greens Condominiums, which was recorded April 10, 2000, in Book 4073, Page 617, Records of Linn County, Iowa, as amended by a certain First Amendment to Declaration of Condominium for Forest Greens Condominiums, which was recorded May 3, 2000 in Book 4087, Page 228, Records of Linn County, Iowa, and a Second Amendment to Declaration of Condominium for Forest Greens Condominiums which was recorded June 15, 2000 in Book 4110, Page 349, Records of Linn County, Iowa, and a Third Amendment to Declaration of Condominium for Forest Greens Condominiums which was recorded July 12, 2000 in Book 4125, Page 284, Records of Linn County, Iowa and a Amendment to Declaration of Condominium for Forest Greens Condominiums which was recorded July 25, 2003 in Book 5301, Page 635, Records of Linn County, Iowa in the following particulars:

1. Subparagraph 4 of Article I, Section A, "Definitions" is hereby deleted and replaced with the following provision:

4. **Unit.** The term "unit" shall mean one or more rooms, occupying all or part of a floor or floors, which are intended for use as a residence and which are not owned in common with other owners in the regime. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the building so described and the air space so encompassed. There may be one hundred and nine (109) units within this Project.

2. Article I, Section B, "Development Phases" is hereby deleted and replaced with the following provision.

B. Development Phases

1. **General.** The Project had been and is being developed in two principal phases. Building 200, a twenty-four unit building was substantially complete at the time of the filing of the original Declaration. Building 100, a second twenty-four Unit building, was constructed shortly thereafter. Building 300, a third twenty-four Unit building, was constructed in 2003. These three buildings, containing a total of seventy-two Units constitutes Phase 1.

Phase 2 is made up of multiple Unit buildings containing two, three, four or five townhomes each, which may be constructed periodically hereafter. The Declarant may build up to thirty-seven (37) additional Units within the Regime. Nonetheless, this Declaration shall apply to and be binding upon all buildings and up to all one hundred and nine Units subject to the special provisions in this Article.

As each building is constructed, the Declarant shall construct the garages for the Units contained within the respective building and the additional required land improvements including, but not limited to, sidewalks, driveways, parking areas, signage, mail boxes, and landscaping as may be required by the City of Hiawatha, Iowa, for obtaining a certificate of occupancy for each building as it is constructed and completed.

The Declarant, or its successor or assigns, shall have the perpetual right to construct the additional buildings and improvements as described in this Declaration.

2. Special Provisions.

(a) Until such time that any building has been fully constructed and a certificate of occupancy issued by the City of Hiawatha, Iowa, no assessments for maintenance or any Association expenses shall be chargeable to the Association for any said building or shall be made against any Units in said building. Until such time as the certificate of occupancy is issued, the Declarant shall retain sole responsibility for all expenses associated with incomplete Units and the Limited Common Elements adjacent thereto. After the certificate of occupancy is issued for a building, the Board of Directors for the Association shall assess and collect fees from the owners of the Units in said building with all such owners in completed buildings sharing the common expenses as hereinafter described. However, even if any Units in this Condominium Regime are not complete or no certificate of occupancy has been issued, assessments shall be made against all said Units effective June 1, 2010.

(b) Building shall be constructed substantially in the same manner as shown by the building plans marked Exhibit "C" and incorporated herein. However, Declarant reserves the right to file amended building plans for said building in the event that the actual construction deviates from the Declarant's intentions. Declarant also reserves the right to file an amended Exhibit "B" to show the correct location of said building and such amended exhibits need not be approved by the owners of any Condominium Units within the Regime.

(c) Further, the Declarant reserves the right to complete all buildings in the Condominium Regime according to the plans marked Exhibit "C" and may deviate from the plans as long as each Condominium Unit is substantially the quality as the Units shown on Exhibit "C" herein. Declarant reserves the right to construct up to a total of one hundred and nine (109) units within the Forest Green Condominiums in any combination of buildings and may file amended plans (Exhibit "C") after construction of each respective building has been completed, all without obtaining the approval of any owners of Units in this Condominium Regime. In the same regard, Declarant reserves the right to file an amended Exhibit "B" to show correct locations of any new buildings and garages as they are constructed.

(d) Further, because at the time of the filing of this Declaration, the additional buildings and/or improvements have not yet been fully planned or constructed, the Declarant reserves the right to

construct said building and/or improvements in a location and manner consistent with the overall appearance and integrity of the Project. The Declarant shall have the right to construct such buildings and improvements without obtaining the approval of the owners of Units in the Condominium Regime.

3. Article II, Paragraph 2, containing the Description of Buildings is hereby amended to read that the Condominium Regime consists of multiple buildings containing up to a total of one hundred and nine (109) dwelling units. Phase 1 contains three twenty-four Unit buildings, known and referenced as Buildings 100, 200, & 300, for a total of seventy-two units. Phase 2 will contain multi-Unit townhome buildings and may contain up to thirty-seven (37) Units. The specifications for the Units found within Phase 2 are attached hereto as Exhibit "H."

4. Article II, Paragraph 3, containing the Description of the Units is hereby deleted and replaced with the following paragraph:

Description of the Units. Annexed hereto and made a part hereof as Exhibit "A" is a list of all Units in the buildings, showing their Unit designation, percentage interest in the Common Elements, number of votes in the Association, and share of common expenses. Annexed hereto and made a part hereof as Exhibit "B" is a site plan showing the location of the buildings and the Limited Common Elements to which each Unit has immediate access. Annexed hereto and made a part hereof as Exhibit "C" are the building plans for the buildings, which together with the definition of the term "unit" in Article I show the dimensions of each Unit.

5. Article II is hereby amended by adding the following paragraph as Paragraph 4, after Paragraph 3, "Description of Units":

Common Expenses. Each Unit within the Regime is subject to assessment by the Association for its share of Common Expenses as shown on Exhibit A attached hereto. Common Expenses shall be broken down into three component parts: (i) those expenses associated with the Regime as a whole including but not limited to snow removal, mowing, landscaping, and liability insurance for the road and the real estate; (ii) Phase 1 expenses, including but not limited to elevator maintenance, security system maintenance, insurance and maintenance on buildings 100, 200, and 300 and their associated garage buildings, and such other expenses that are unique to the buildings within Phase 1; and (iii) Phase 2 expenses, including but not limited to insurance and maintenance on the buildings to be constructed in Phase 2 and such other expenses that are unique to the buildings within Phase 2. The Association shall divide all expenses associated with the Regime as a whole by two and assess one half of said expenses and all Phase 1

expenses against those Units in Phase 1, and the other one-half of all expenses associated with the Regime as a whole and all Phase 2 expenses against those Units in Phase 2.

The dollar amount of the pro rata share of each Unit shall not increase directly as a result of this Amendment. Although the percentage of each Unit's share of Common Expenses is different than the original Declaration, the change is a reflection of the division of Common Expenses into Phase 1 and Phase 2 Common Expenses, as opposed to an increase in any Unit's share of the Common Expenses as a whole. The total Common Expenses may increase, however, as a result of changes in expenses attributable to the costs and charges incurred by the Association, as opposed as a result of this Amendment.

6. Subparagraph (a) of Article V, Paragraph 2, "Reservation" is hereby amended by adding the following sentence as the end of the existing subparagraph, "For Units in Phase 2, the Limited Common Elements shall also include that portion of the yard immediately adjacent and within thirty (30) feet of the rear of the Unit, such yard to be reserved for the use of the respective Unit."

7. Subparagraph (e) of Article IX, Paragraph 2 "Use of Property" is hereby deleted and replaced with the following:

(e) Satellite Dishes. An individual satellite dish provides programming for only one Owner. The following restrictions apply to any Owner's installation and use of an individual satellite dish in his or her Unit:

(1) The individual satellite dish must be one meter (39.37 in.) in diameter or less.

(2) The individual satellite dish must be located wholly within a Unit or Limited Common Element appurtenant to that Unit.

(3) The individual satellite dish must not protrude beyond an Owner's Unit, including into the air beyond a balcony railing or patio.

(4) An Owner is not permitted to drill a hole through an exterior wall without the Board's permission.

(5) With the Board's permission to drill a hole through an exterior wall, an Owner must provide the Association with a \$50.00 deposit for any repairs necessary to fill in any and all holes drilled for the purpose of installation.

(6) An Owner is prohibited from installing an individual satellite dish in any General Common Element, including the roof and/or yard or garden.

(7) For aesthetic purposes, an Owner must consult with the Board to determine the preferred placement of the individual satellite dish. The Association desires a uniform appearance to the extent possible.

(8) The Board reserves the right to require any Owner whose satellite dish violates the Declaration to relocate the satellite dish to comply with the Declaration.

(9) If the Association provides a collective satellite dish that reasonably accommodates an Owner's choice of television programming, reception quality and prices, the Board strongly encourages the Owner to use the collective satellite dish and reserves the right to deny permission to the Owner for the installation of an individual satellite dish.

A collective satellite dish provides programming for one or more Owners and may be located on the General or Limited Common Elements. The purpose of a collective satellite dish is to minimize structural impact caused by the installation of individual satellite dishes, avoid duplicating existing cabling, allow for easy removal, maximize Owners' options for television programming, and provide a uniform and aesthetic appearance. The following restrictions apply to any Owner's use of a collective satellite dish:

(1) The Association may erect collective satellite dishes on the Common Elements.

(2) The Association must approve the installation, removal, number, site, and choice of collective satellite dishes.

(3) A collective satellite dish must be one meter (39.37 in.) in diameter or less.

(4) Each Owner who subscribes to a collective satellite dish is responsible for all costs related to connection, programming and disconnection.

(5) Each Owner who subscribes to a collective satellite dish must make a one-time payment to the Association of \$25.00 to pay for installation, maintenance and removal of the collective satellite dish. The Board may assess subscribers' reasonable additional fees as necessary to cover any costs arising from the collective satellite dish.

8. Exhibit "A" as previously amended is hereby deleted and replaced by the Exhibit "A" attached hereto.

9. Exhibit "B" attached to the Declaration of Submission to Horizontal Property Regime is hereby deleted and the revised and amended Exhibit "B" attached hereto, the Site Plan, hereby supercedes and replaces said prior Exhibit "B".

10. Exhibit "C" attached to the Declaration of Submission to Horizontal Property Regime is hereby supplemented by the additional building plans for buildings located in Phase 2, Forest Green Condominiums. These building plans are typical of the Units that may be constructed in Phase 2 and Declarant reserves the right to file more specific, detailed plans for Units in Phase 2 as those Units are constructed as more specifically provided in Article II, Section B, "Development Phases."

DATED this 7 day of June 2007.

**FOREST GREENS CONDOMINIUMS
OWNERS ASSOCIATION**

Charles Gerard

BY: Charles Gerard, President

Charles Piquard

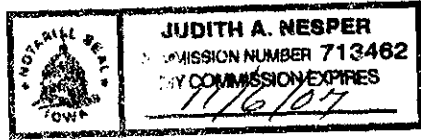
BY: ~~Jessica Hodge~~, Secretary

CHARLES PIQUARD

STATE OF IOWA)
LINN COUNTY) ss:

This instrument was acknowledged before me on June 07, 2007 by Charles Gerard as President of Forest Greens Condominiums Owners Association.

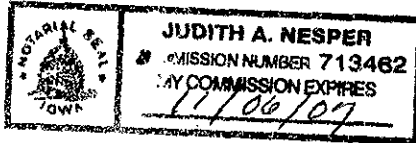
Judith A. Nesper
Notary Public in and for the State of Iowa



STATE OF IOWA)
JOHNSON COUNTY) ss:

This instrument was acknowledged before me on June 07, 2007 by ~~Jessica Hodge~~ as Secretary of Forest Greens Condominiums Owners Association. *Charles Picquard*

Judith A. Nesper
Notary Public in and for the State of Iowa



KF30/Forest Greens Amendment

EXHIBIT "A"

DESCRIPTION OF LAND, UNITS AND OWNERSHIP INTERESTS IN COMMON ELEMENTS

1. **Description of Land.** The real estate submitted to the Horizontal Property Regime is described as follows:

A part of the SE ¼ and the SW ¼ 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 Cedar Rapids, Iowa: thence S00°26'45"E, 60.00 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 Plat 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.

2. **Description of Units and Ownership Interests.** The ownership interests in the Common Elements, voting rights and unit designation of each unit in the Regime is set forth below.

| <u>Unit</u> | <u>Percentage Ownership in Common Elements</u> | <u>Share of Common Expenses</u> | <u>Votes in Association</u> | <u>Garage #</u> |
|-------------|------------------------------------------------|---------------------------------|-----------------------------|-----------------|
| 101 | .00694 | 0.0139 of Phase 1 | 1 | 101 |
| 102 | .00694 | 0.0139 of Phase 1 | 1 | 102 |
| 103 | .00694 | 0.0139 of Phase 1 | 1 | 103 |
| 104 | .00694 | 0.0139 of Phase 1 | 1 | 104 |
| 105 | .00694 | 0.0139 of Phase 1 | 1 | 105 |
| 106 | .00694 | 0.0139 of Phase 1 | 1 | 106 |
| 107 | .00694 | 0.0139 of Phase 1 | 1 | 107 |
| 108 | .00694 | 0.0139 of Phase 1 | 1 | 108 |
| 109 | .00694 | 0.0139 of Phase 1 | 1 | 109 |
| 110 | .00694 | 0.0139 of Phase 1 | 1 | 110 |
| 111 | .00694 | 0.0139 of Phase 1 | 1 | 111 |
| 112 | .00694 | 0.0139 of Phase 1 | 1 | 112 |

| <u>Unit</u> | <u>Percentage Ownership in Common Elements</u> | <u>Share of Common Expenses</u> | <u>Votes in Association</u> | <u>Garage #</u> |
|-------------|----------------------------------------------------|-------------------------------------|---------------------------------|-----------------|
| 113 | .00694 | 0.0139 of Phase 1 | 1 | 113 |
| 114 | .00694 | 0.0139 of Phase 1 | 1 | 114 |
| 115 | .00694 | 0.0139 of Phase 1 | 1 | 115 |
| 116 | .00694 | 0.0139 of Phase 1 | 1 | 116 |
| 117 | .00694 | 0.0139 of Phase 1 | 1 | 117 |
| 118 | .00694 | 0.0139 of Phase 1 | 1 | 118 |
| 119 | .00694 | 0.0139 of Phase 1 | 1 | 119 |
| 120 | .00694 | 0.0139 of Phase 1 | 1 | 120 |
| 121 | .00694 | 0.0139 of Phase 1 | 1 | 121 |
| 122 | .00694 | 0.0139 of Phase 1 | 1 | 122 |
| 123 | .00694 | 0.0139 of Phase 1 | 1 | 123 |
| 124 | .00694 | 0.0139 of Phase 1 | 1 | 124 |
| 201 | .00694 | 0.0139 of Phase 1 | 1 | 201 |
| 202 | .00694 | 0.0139 of Phase 1 | 1 | 202 |
| 203 | .00694 | 0.0139 of Phase 1 | 1 | 203 |
| 204 | .00694 | 0.0139 of Phase 1 | 1 | 204 |
| 205 | .00694 | 0.0139 of Phase 1 | 1 | 205 |
| 206 | .00694 | 0.0139 of Phase 1 | 1 | 206 |
| 207 | .00694 | 0.0139 of Phase 1 | 1 | 207 |
| 208 | .00694 | 0.0139 of Phase 1 | 1 | 208 |
| 209 | .00694 | 0.0139 of Phase 1 | 1 | 209 |
| 210 | .00694 | 0.0139 of Phase 1 | 1 | 210 |
| 211 | .00694 | 0.0139 of Phase 1 | 1 | 211 |
| 212 | .00694 | 0.0139 of Phase 1 | 1 | 212 |
| 213 | .00694 | 0.0139 of Phase 1 | 1 | 213 |
| 214 | .00694 | 0.0139 of Phase 1 | 1 | 214 |
| 215 | .00694 | 0.0139 of Phase 1 | 1 | 215 |
| 216 | .00694 | 0.0139 of Phase 1 | 1 | 216 |
| 217 | .00694 | 0.0139 of Phase 1 | 1 | 217 |
| 218 | .00694 | 0.0139 of Phase 1 | 1 | 218 |
| 219 | .00694 | 0.0139 of Phase 1 | 1 | 219 |
| 220 | .00694 | 0.0139 of Phase 1 | 1 | 220 |
| 221 | .00694 | 0.0139 of Phase 1 | 1 | 221 |
| 222 | .00694 | 0.0139 of Phase 1 | 1 | 222 |
| 223 | .00694 | 0.0139 of Phase 1 | 1 | 223 |
| 224 | .00694 | 0.0139 of Phase 1 | 1 | 224 |
| 301 | .00694 | 0.0139 of Phase 1 | 1 | 301 |
| 302 | .00694 | 0.0139 of Phase 1 | 1 | 302 |
| 303 | .00694 | 0.0139 of Phase 1 | 1 | 303 |
| 304 | .00694 | 0.0139 of Phase 1 | 1 | 304 |
| 305 | .00694 | 0.0139 of Phase 1 | 1 | 305 |
| 306 | .00694 | 0.0139 of Phase 1 | 1 | 306 |
| 307 | .00694 | 0.0139 of Phase 1 | 1 | 307 |
| 308 | .00694 | 0.0139 of Phase 1 | 1 | 308 |
| 309 | .00694 | 0.0139 of Phase 1 | 1 | 309 |
| 310 | .00694 | 0.0139 of Phase 1 | 1 | 310 |
| 311 | .00694 | 0.0139 of Phase 1 | 1 | 311 |
| 312 | .00694 | 0.0139 of Phase 1 | 1 | 312 |
| 313 | .00694 | 0.0139 of Phase 1 | 1 | 313 |
| 314 | .00694 | 0.0139 of Phase 1 | 1 | 314 |

| <u>Unit</u> | <u>Percentage Ownership in Common Elements</u> | <u>Share of Common Expenses</u> | <u>Votes in Association</u> | <u>Garage #</u> |
|-------------|----------------------------------------------------|-------------------------------------|---------------------------------|-----------------|
| 315 | .00694 | 0.0139 of Phase 1 | 1 | 315 |
| 316 | .00694 | 0.0139 of Phase 1 | 1 | 316 |
| 317 | .00694 | 0.0139 of Phase 1 | 1 | 317 |
| 318 | .00694 | 0.0139 of Phase 1 | 1 | 318 |
| 319 | .00694 | 0.0139 of Phase 1 | 1 | 319 |
| 320 | .00694 | 0.0139 of Phase 1 | 1 | 320 |
| 321 | .00694 | 0.0139 of Phase 1 | 1 | 321 |
| 322 | .00694 | 0.0139 of Phase 1 | 1 | 322 |
| 323 | .00694 | 0.0139 of Phase 1 | 1 | 323 |
| 324 | .00694 | 0.0139 of Phase 1 | 1 | 324 |
| 402 | 0.0135 | 0.0270 of Phase 2 | 1 | 402 |
| 404 | 0.0135 | 0.0270 of Phase 2 | 1 | 404 |
| 406 | 0.0135 | 0.0270 of Phase 2 | 1 | 406 |
| 408 | 0.0135 | 0.0270 of Phase 2 | 1 | 408 |
| 410 | 0.0135 | 0.0270 of Phase 2 | 1 | 410 |
| 401 | 0.0135 | 0.0270 of Phase 2 | 1 | 401 |
| 403 | 0.0135 | 0.0270 of Phase 2 | 1 | 403 |
| 405 | 0.0135 | 0.0270 of Phase 2 | 1 | 405 |
| 407 | 0.0135 | 0.0270 of Phase 2 | 1 | 407 |
| 409 | 0.0135 | 0.0270 of Phase 2 | 1 | 409 |
| 411 | 0.0135 | 0.0270 of Phase 2 | 1 | 411 |
| 413 | 0.0135 | 0.0270 of Phase 2 | 1 | 413 |
| 415 | 0.0135 | 0.0270 of Phase 2 | 1 | 415 |
| 417 | 0.0135 | 0.0270 of Phase 2 | 1 | 417 |
| 419 | 0.0135 | 0.0270 of Phase 2 | 1 | 419 |
| 421 | 0.0135 | 0.0270 of Phase 2 | 1 | 421 |
| 423 | 0.0135 | 0.0270 of Phase 2 | 1 | 423 |
| 425 | 0.0135 | 0.0270 of Phase 2 | 1 | 425 |
| 427 | 0.0135 | 0.0270 of Phase 2 | 1 | 427 |
| 412 | 0.0135 | 0.0270 of Phase 2 | 1 | 412 |
| 414 | 0.0135 | 0.0270 of Phase 2 | 1 | 414 |
| 416 | 0.0135 | 0.0270 of Phase 2 | 1 | 416 |
| 418 | 0.0135 | 0.0270 of Phase 2 | 1 | 418 |
| 420 | 0.0135 | 0.0270 of Phase 2 | 1 | 420 |
| 429 | 0.0135 | 0.0270 of Phase 2 | 1 | 429 |
| 431 | 0.0135 | 0.0270 of Phase 2 | 1 | 431 |
| 433 | 0.0135 | 0.0270 of Phase 2 | 1 | 433 |
| 435 | 0.0135 | 0.0270 of Phase 2 | 1 | 435 |
| 422 | 0.0135 | 0.0270 of Phase 2 | 1 | 422 |
| 424 | 0.0135 | 0.0270 of Phase 2 | 1 | 424 |
| 426 | 0.0135 | 0.0270 of Phase 2 | 1 | 426 |
| 428 | 0.0135 | 0.0270 of Phase 2 | 1 | 428 |
| 430 | 0.0135 | 0.0270 of Phase 2 | 1 | 430 |

| <u>Unit</u> | <u>Percentage Ownership in Common Elements</u> | <u>Share of Common Expenses</u> | <u>Votes in Association</u> | <u>Garage #</u> |
|-------------|----------------------------------------------------|-------------------------------------|---------------------------------|-----------------|
| 437 | 0.0135 | 0.0270 of Phase 2 | 1 | 437 |
| 439 | 0.0135 | 0.0270 of Phase 2 | 1 | 439 |
| 441 | 0.0135 | 0.0270 of Phase 2 | 1 | 441 |
| 443 | 0.0135 | 0.0270 of Phase 2 | 1 | 443 |

3. The location of each Unit and number of rooms, and the immediate Common Area to which each unit has access is shown on the building plans, Exhibit "C" attached hereto and incorporated herein. The patio or deck appurtenant to any Unit is designated as Limited Common Elements for that Unit. Garages are also Limited Common Elements for the applicable Unit owner.

KF30/Forest Greens Exh A

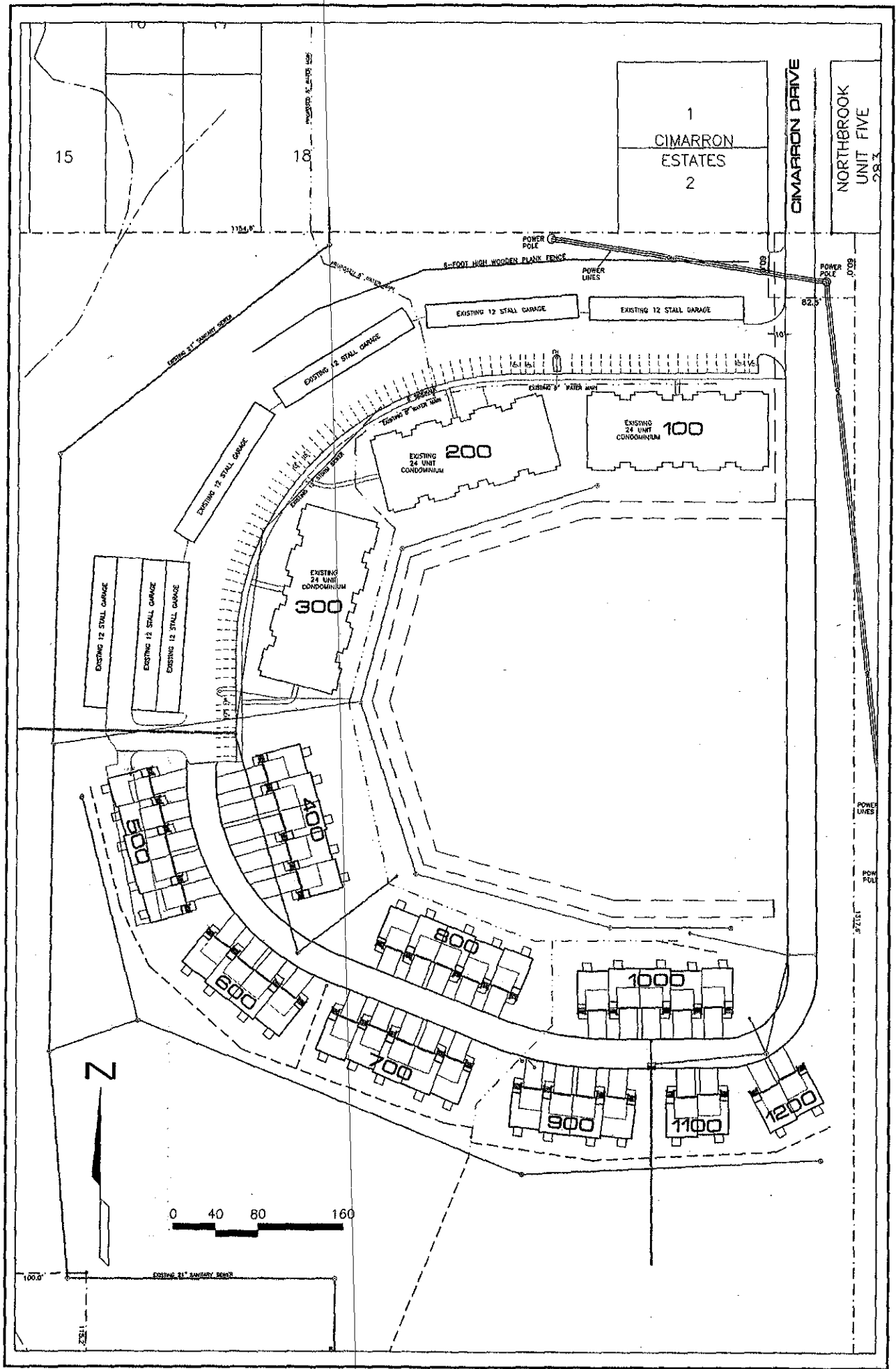
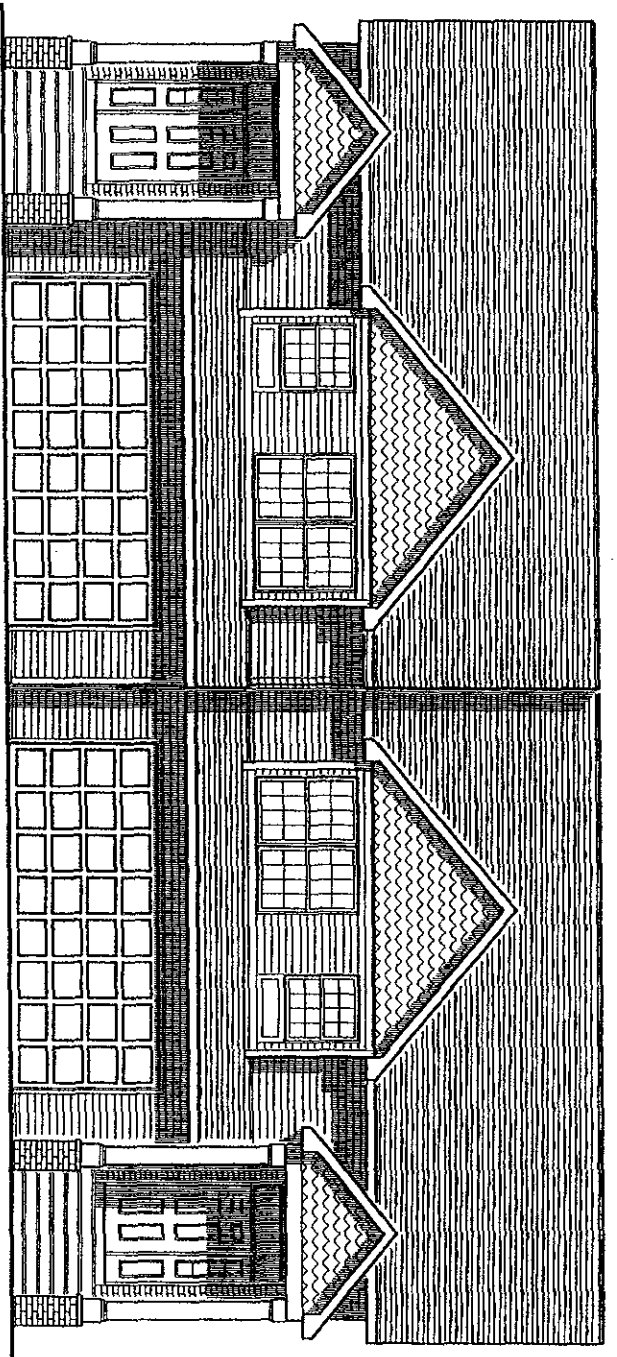


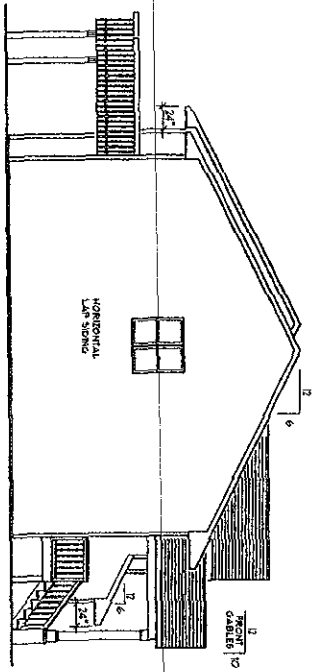
EXHIBIT "B"



FRONT ELEVATION

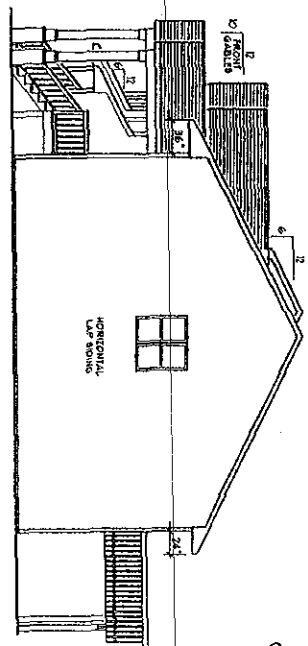
1/4" = 1'0"

EXHIBIT "C"



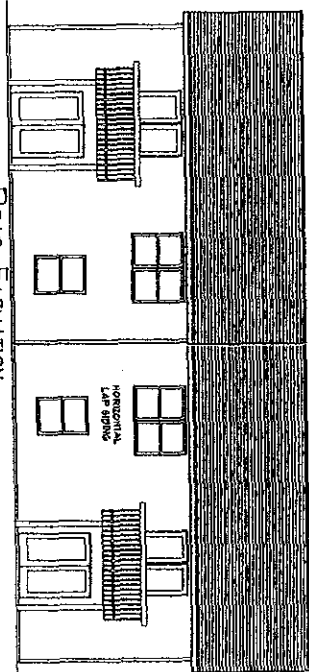
LEFT ELEVATION

1/8" = 1'0"



RIGHT ELEVATION

1/8" = 1'0"



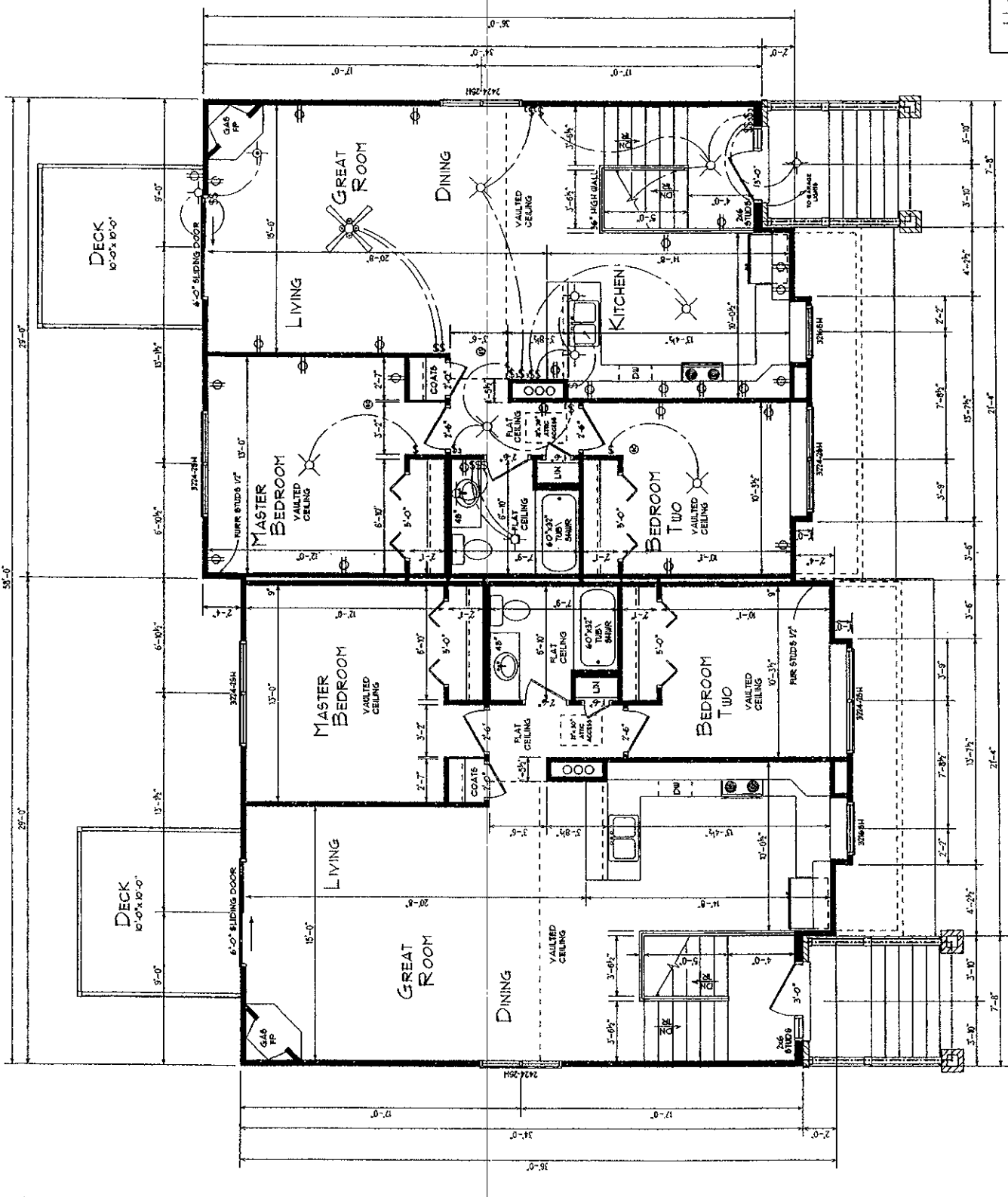
REAR ELEVATION

1/8" = 1'0"

HODGE CONSTRUCTION CO., INC.
 FOREST GREEN CONDOMINIUMS

| | | | |
|----------------|-------|--------|----------|
| DATE | NOTED | THREAT | 5 R BOCK |
| DATE | NOTED | THREAT | 5 R BOCK |
| DRAWING NUMBER | | | 1 of 4 |

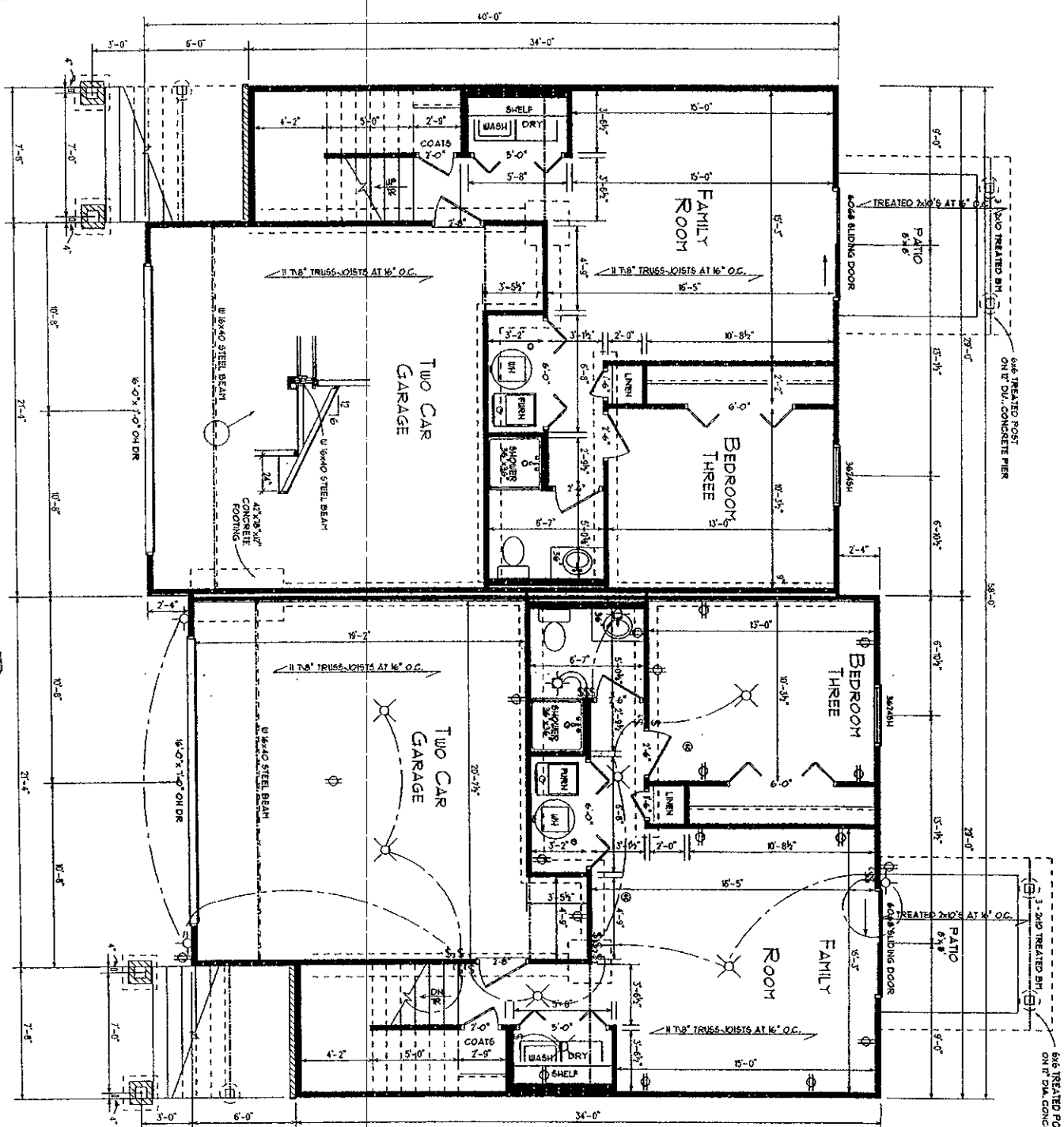
- ELECTRICAL LEGEND**
- ⊞ 100 WATT SWITCH
 - ⊞ 300 WATT SWITCH
 - ⊞ DUPLEX OUTLET
 - ⊞ SWITCH CONTROLLED OUTLET
 - ⊞ QUADRAPLEX OUTLET
 - ⊞ 200 VOLT OUTLET
 - ⊞ CEILING MOUNTED LIGHT FIXTURE
 - ⊞ RECESSED CEILING LIGHT FIXTURE
 - ⊞ RECESSED CEILING EMBALL FIXTURE
 - ⊞ WALL MOUNTED LIGHT FIXTURE
 - ⊞ CEILING MOUNTED EXHAUST FAN
 - ⊞ CEILING MOUNTED EXHAUST WITH LIGHT
 - ⊞ CEILING MOUNTED HEAT LAMP
 - ⊞ CEILING MOUNTED DIMMER LIGHT
 - ⊞ STAIR STEP FOOT LIGHT
 - ⊞ UNDER CABINET LIGHT
 - ⊞ GARBAGE DISPOSAL
 - ⊞ SMOKE DETECTOR
 - ⊞ TELEPHONE JACK
 - ⊞ INTERCOM SPEAKER
 - ⊞ TELEPHONE CABLE JACK
 - ⊞ COMPUTER CABLE JACK
 - ⊞ TRACK LIGHT
 - ⊞ CEILING FAN
 - ⊞ CEILING FAN WITH LIGHTS



MAIN LEVEL FLOOR PLAN

N4"=10"
 1026 SQ. FT. MAIN LEVEL
 596 SQ. FT. FINISHED LIVING SPACE LOWER LEVEL
 1622 SQ. FT. TOTAL

8'-1 1/8" CEILING HEIGHT UNLESS OTHERWISE NOTED



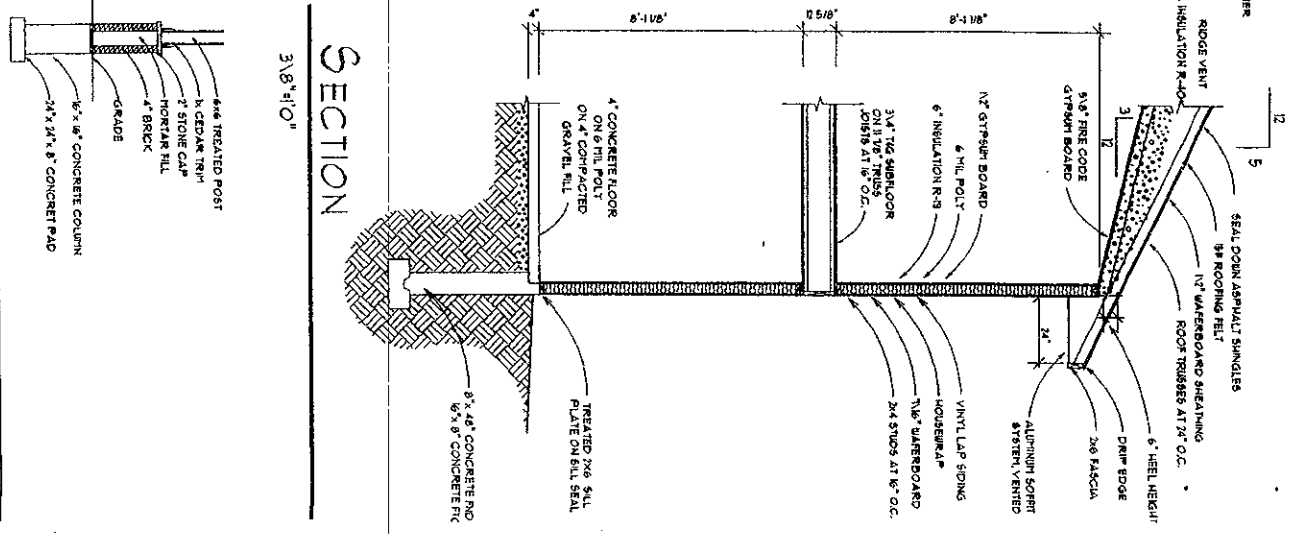
LOWER LEVEL FLOOR PLAN

14'-10"

8'-1/8" CEILING HEIGHT

SECTION

3'-8" x 1'-0"



HODGE CONSTRUCTION CO., INC.
FOREST GREEN CONDOMINIUMS

DATE NOTED
 DRAWN BY S. R. BOCK
 CHECKED BY
 APPROVED BY
 309

HODGE CONSTRUCTION

Preliminary General Specifications for
The Forest Green Development
Split Level Units

1. **FOUNDATION** – Poured reinforced concrete as per plan.
2. **WALL FRAMING** – Shall be 2 x 4 SPF grade, size and location shown on plans with 7/16" OSB and "Tyvek" Housewrap on all exterior walls.
3. **FLOOR FRAMING** – Shall be conventional 2 x 10 douglas fir or TJI engineered floor system with 3/4" OSB floor sheathing.
4. **BUILDING EXTERIOR**
 - a. Brick and vinyl siding combination
 - b. Engineered roof trusses, 1/2" OSB sheathing, felt, with 250 lb shingles
 - c. Roof ventilation – "Ventaridge" or equal roof vent
 - d. Soffit and fascia – aluminum ventilated
 - e. Gutters and downspouts – aluminum seamless
5. **EXTERIOR DOORS** – "Stanley" insulated steel entry doors, or equal, as per plan.
6. **EXTERIOR WINDOWS** – "Windsor" single hung vinyl windows with clear Lo-e insulated glass or equal.
7. **INTERIOR TRIM**
 - a. Interior doors – 1-3/8" hollow core oak doors
 - b. Casing – 2-1/4" colonial oak.
 - c. Base – 3" colonial oak.
 - d. Windows – Drywall wrapped with oak sill and apron.
8. **CABINETS** - Merillat – "Millbridge Oak" or equal, flat panel doors with crown molding on upper cabinets.
9. **COUNTERTOPS**
 - a. Kitchen – "Wilsonart" or Formica, laminate, pattern, "in-stock", post formed backsplash.
 - b. Vanities – molded cultured marble tops.
10. **INTERIOR WALLS AND CEILINGS**
 - a. Drywall – 5/8" gypsum board ceiling and 1/2" gypsum board walls.
 - b. Texture – orange peel texture on all walls and knock down texture on ceilings.
 - c. Paint – All walls and ceilings shall have two coats of Sherwin Williams Pro-Mar 200 eggshell Latex, or equal. Walls and ceilings shall be same color throughout. Colors shall be "Off White."
 - d. Repainting or touching up small areas might be noticeable from certain angles. Any further painting to cover this condition will be an extra charge to Buyer.

11. INSULATION

- a. Stud walls – 2 x 4” fiberglass friction fit batts (R-13)
- b. Attic area – blown Rockwool (R-40) or equal.

12. PLUMBING FIXTURES – (As stated below, or equal)

- a. Dayton D3321 Stainless steel kitchen sink
- b. Moen 7430 single handle control swing spout faucet
- c. In-Sinkerator Badger V disposal
- d. Ice maker line
- e. Aquaglass soaking tubs and showers
- f. Moen faucets
- g. Gerber or Mansfield toilets (white)
- h. Rheem 40 gallon water heaters, gas
- i. ¾” water meter set-ups
- j. Gas service to water heater, fireplace, stove, dryer and furnace
- k. Two frost proof sillcocks for lawn faucets per unit (1 front, 1 back)

13. ELECTRIC – (As per plan and to National Electrical Code)

- a. service – 100 Amp single-phase services with sub panel
- b. 6 cable TV locations, 6 telephone outlets as per plan

14. HEATING AND AIR CONDITIONING

- a. Lennox Aire-Flow G50UH-50 – 50,000 BTU Gas furnaces
- b. Lennox – 10 AC24-24,000 BTU 10 Seer AC

15. FLOOR COVERING & FIREPLACE TILE – (As specified, or equal). Carpet and vinyl.

16. APPLIANCES

- a. White GE or equal
- b. Refrigerator, stove, microwave and dishwasher.

17. SHELVING – Wire shelving

18. SITE WORK (As per site plan)

- a. Driveways shall be 4” thick concrete
- b. Sidewalks shall be 4” thick concrete
- c. All disturbed area to be covered with sod or seed
- d. Retaining walls as needed – treated 6 x 6 wood
- e. Buyers will be responsible for the cost of the utilities and water used to sprinkle sod, seed or shrubs after closing.
- f. Entire front and 15 feet of side and back yard to be sodded from house.

19. MISCELLANEOUS

- a. Hodge Construction is not responsible for deck materials shrinking or twisting after installation
- b. A one-time cleaning will be done upon completion prior to move-in.
- c. Decorative mailbox and enclosure included in base price.