

## 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, or one dog and one cat, as long as the cat(s) 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.