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Johnson County Iowa
Kim Painter County Recorder

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Recorder's Cover Sheet

TITLE OF DOCUMENT: Applewood Court Homeowner's Rules and Regulations

Preparer Information:

(name, address, phone number)

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(name, address)

Applewood Condominium Association

c/o Keystone Property Management Co., Inc.

533 Southgate Ave.

Iowa City, Iowa 52240

Return Address:

(name, address)

Eugene Fisher, Keystone Property Management Co., Inc.

533 Southgate Ave.

Iowa City, Iowa 52240

Grantor(s):

Grantee(s):

Legal Description:

(or page number location)

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Page 1:

A portion of the northeast quarter, Section 6, Township 79 North, Range 6 West of the 5th P.M., Coralville, Iowa described as follows:

Beginning at a 5/8" rebar found marking the northeast corner of Lantern Park Third Addition as shown on Plat Book 9, Page 18; thence S88°22'22" E (recorded bearing) - 7.32 feet along the north line of said Section 6 and the south line of Valley View Heights, Part Three as shown in Plat Book 6, Page 62; thence S88°22'22" E - 302.58 feet (recorded 303.56 feet) along said north line of Section 6 and said south line of Valley View Heights, Part Three, to a 5/8" rebar; thence S1°36'22" W - 784.55 feet (recorded 784.8 feet) to a 5/8" rebar; thence S2°07'24" W - 97.35 feet to a 5/8" rebar set at the easterly extension of the north line of Lot 2, Block 1, Morrison Park Addition; thence N79°44'42" W - 373.82 feet along the north line of said Morrison Park Addition as shown in Plat Book 14, Page 10 to a 5/8" rebar found marking the northwest corner of Lot 1, Block 1, thereof; thence N80°37'49" W - 61.15 feet (recorded 60.94 feet) along said north line of Morrison Park Addition to a 5/8" rebar set marking the northeast corner of Lot 1, Block 2 thereof; thence N79°15'23" W - 152.36 feet along said north line of Morrison Park Addition to a 5/8" rebar set marking the northwest corner of Lot 2, Block 2 thereof and marking the northeast corner of Lot 38, Lantern Park First Addition as shown in Plat Book 6, Page 42 and the southeast corner of Lot 129, said Lantern Park Third Addition; thence N20°26'39"

E - 552.42 feet (recorded 552.57 feet) along the east line of Lot 29, said Lantern Park Third Addition, to a 5/8" rebar found marking the northeast corner of said Lot 129; thence N20°36'52" E - 286.11 feet (recorded 283.08 feet) along the east line of Lot 130, said Lantern Park Third Addition to the point of beginning.

**Applewood Condominium
Association
Applewood Court, Coralville, Iowa
Homeowners' Rules and Regulations**

The Applewood Condominium Association is governed by the following:

- ⇒ The statutory law of the State of Iowa
- ⇒ The condominium declaration dated April 19, 1996 and the by-laws included in the declaration.

Each owner is urged to read the declaration and the by-laws. The documents are available on the web-site of the management company. They are legal documents through which the condominium association is governed.

For additional information and clarification, Rules and Regulations were adopted. Rules and regulations are not intended to change or modify the above legal documents; they are for informational purposes and are subject to change by action of the Association.

This amendment is designed to assist all current and future unit owners in understanding the rules and regulations under which the Association operates.

Rules and Regulations are established to assure respect for all owners and to preserve property values.

All items in place on this date are "grand-fathered" and are not in violation of the rules and regulations stated below.

Professional Management

Under the direction of the Board of Directors, a professional management agreement has been established with an independent manager. The manager monitors all common maintenance activities (snow removal, lawn mowing, minor repairs, etc) and is

responsible for collecting all monthly assessments from unit owners and maintaining official financial documents. The current manager is:

Keystone Property Management Co., Inc.

533 Southgate Ave.

Iowa City, Iowa 52240

Phone: (319) 338-6288

Monthly Assessments

Each unit owner is responsible for paying to the Association a monthly assessment as established by the Board of Directors.

Owners may make arrangements with their bank for automatic withdrawal and payment of their monthly fees or checks sent in should be made payable to: Applewood Condominium Association. These monies are to cover the costs of common area maintenance, insurance, outside water, reserves, garbage collection, legal/management fees, and contingency funds.

Assessments are to be made in advance and are due on the first of the month. Late fees of \$10 per month will be charged for each month the unit owner's assessment is received after the tenth of the month. In addition, the Board may call for the advance payment of the entire yearly assessment at the beginning of the year if a unit owner is repeatedly delinquent in paying the monthly assessment (3 times in the previous year).

Special assessments may be levied if determined necessary by the Board of Directors. The Declaration requires that liens are to be filed against unit owners who become delinquent in normal monthly or special assessment payments.

Common Areas

Common areas are defined as all of the condominium property except that which is designated as limited common areas.

Limited common areas are that property primarily serving one unit such as your garage and the patio slab or any decks adjacent to a unit.

The Association is responsible for the maintenance of those grounds designated as common areas and, depending on the issue, a limited common element.

Restriction on unit uses

Units are designated to be used as primary residences. However, an occupant may conduct a personal business provided that such use does not involve customers, employees or invitees coming to the unit and no signs may be posted.

All renting and leasing contract forms must be provided to the Board of Directors prior to the commencement of tenancy under such lease. No lease may be of less than the entire unit.

Outdoor Furniture and Lawn Ornaments

Nothing may be hung or displayed, signs, awnings, air conditioning units, canopies, shutters, television, CB or radio antennae or any other device or ornament be affixed to or placed upon the exterior walls or roof without the approval of the Board of Directors. Christmas lights and wreaths are the exception to this item. Other holiday displays must be approved by the Board of Directors. Christmas lights must be removed within 30 days of the holiday or soon as weather permits.

- Flags – There will be no external poles on the grounds.
- Flower pots are acceptable outside the patio area in the summer, but once the flowers are dead, the pots must be cleaned out.
- Hoses must be unhooked from the faucet bibs when not in use and stored inside the unit during the winter.
- In order to maintain an orderly and harmonious appearance and for safety/security, garage doors are to be kept closed except when the home-owner is present in the garage, barbequing or working in the yard. Barbeque grills must be stored inside garages or on patios when not in use.
- Outdoor furniture and lawn ornaments must not be placed on any grassy area in order to allow for mowing and other yard maintenance. Outdoor furniture must be placed on your cement patio. Shade umbrellas should be closed when not in use.
- Lawn ornaments are approved only for the cement patios and close to the front of each unit. Lawn ornaments are personal in taste. Please respect the likes and dislikes of your neighbors when placing any item outside your unit. Before placing any ornament in front of a unit, we suggest that you ask your neighbors if they have any objection.

Flower pots are not considered lawn ornaments. The Board will ask an owner to remove any item that is objectionable to other condominium owners.

Alteration Agreement

To maintain the orderly and harmonious appearance of unity, continuity and fairness for all homeowners, an agreement has been approved by the Board of Directors that must be signed by homeowners when they make a request for any exterior changes to their landscaping, patios, or fencing. When the Board approves a change, the homeowner must agree to care for these changes at their own expense and upon selling their unit, the buyer must agree to care for these changes, or the current owner must return the changes to the original appearance.

- The grounds maintenance company will not care for landscaping changes made by the homeowner.
- Requests for privacy fences for patios must conform to the current fences that were “grandfathered” on May 14, 2003.
- Requests for an awning over a patio must not be attached to the building, but must conform to the construction, color, and fabric of the existing awning on 955-02 & 975-01.

Animals

Each condominium unit shall have no more than two dogs. The full-grown weight of each pet shall not exceed 30 pounds, except for leader dogs for persons with disabilities. Dogs shall be on a leash when being walked in the common areas. Each owner shall be responsible for cleaning up immediately after his or her pets.

No condominium unit may have more than two cats or domestic birds.

Pets shall not be left unattended in common areas either on or off a leash; they shall be supervised by a responsible person at all times.

In an Association approved fenced and gated patio, pets must still be supervised. They must not be left unattended to bark incessantly whether the responsible supervisor is at home or away. If pets become a nuisance, the owner will be asked to remove the animal.

Maintenance and Repair

The Association shall maintain and repair all common areas, utility lines in the common areas, lawn, shrubs, trees, walkways and exterior of all buildings.

If an approved tree or shrub dies, it will be replaced with a tree or shrub at a value deemed appropriate by the Board, not at the value that the homeowner paid for that tree or shrub.

Individual unit owners are responsible for the repair and maintenance of all components within the individual unit including the air conditioning unit, plus all doors, windows, screens and garage door openers and patio.

Architectural Guidelines

No alterations, additions, fences, walls, patio extensions, decks, etc. may be made to the exterior surface of the buildings without written approval in advance by the Board of Directors. The following are specifically prohibited: enclosed additions including screened porches, antennae, free-standing structures, clothes-drying lines and doghouses or other pens. Small television receivers (dishes) may be allowed with prior approval.

Trees and shrubs may not be planted, transplanted or removed without written approval in advance by the Board of Directors.

Vehicles

The speed limit within the condominium area is 15 miles per hour. Reckless operation, unnecessary horn-blowing or driving/parking on the grass is strictly prohibited.

Overnight parking on streets in front of the units is prohibited. All overnight parking by residents must be within the unit's garage. Exception to overnight parking of owner vehicles applies to unit 910 - #1 and #2 due to the fact that these units have a single car garage. If the owners of these units have two vehicles, one may be parked in the driveway.

Guests may park:

- in the unit owner's driveway as long as the vehicle does not block access to other garages or the main streets.
- in the guest parking spaces.

No vehicle may be parked in any area other than inside the garage for more than 48 consecutive hours. Vehicles parked in an outside area for more than 48 hours are subject to being towed. Please notify a Board member if you have a visiting guest that will be parking in your driveway for more than 48 hours.

If you have short-term guests, remember that there is no parking on the east side of the streets of Applewood Court. "No Parking" signs are posted along the street. This allows emergency vehicles to get through without obstruction.

No inoperable vehicles may be parked within the condominium complex at any time.

No repair work is authorized within Applewood (including oil changes) except for short-term emergency work (flat tire, battery change, etc.).

No person may park a boat, trailer, motor home, RV, truck (larger than a three quarter ton pick-up), camper or travel trailer or any vehicle with commercial advertising on any street or driveway within the Applewood complex. The exception to this policy may be granted if a member of the BOD is notified that an owner will be parking an RV or motor home overnight for one night while it is being packed or unpacked.

Commercial moving vans, when conducting contract business and commercial trucks when in the area to perform service or repair work are the authorized exception.

Insurance

The Board of Directors obtains fire and extended coverage, as well as, liability insurance for the outside structure and common areas of Applewood. Unit owners are responsible for obtaining their own household goods insurance as appropriate. The official by-laws provide specific legal limitations as to the Association's responsibility in the event of loss or damage to any unit.

Refuse Collection

Garbage is collected one day a week (currently on Thursday). If this day is changed the owners will be notified. Recyclables such as paper products, aluminum cans and plastic should be separated and placed in the specific container provided by Johnson County Refuge. All other garbage should be bagged inside a garbage can. Cans should be placed street side or outside the garage door. Garbage containers may not be kept outside of the garage except on the days of regular scheduled garbage pick-up.

Solicitation and Garage Sales

Solicitation by commercial enterprises is not authorized within the Applewood area. Due to the restricted parking availability, garage sales by residents are specifically prohibited.

Violations of Rules and Regulations

A. Owners or residents in violation of the Rules herein are subject to a warning from the association for the first offense and may be assessed a fine for repeated offense of the same rules. The fine structure is as follows:

B. Second Offense: \$25.00

C. Third Offense: \$50.00

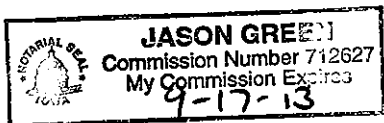
D. Fourth Offense: \$100.00

DATED: 5/24/2011

Eugene Fisher
EUGENE FISHER

STATE OF IOWA, COUNTY OF JOHNSON

This instrument was acknowledged before me on this 24th Day of May, 2011.
by EUGENE FISHER, AS AGENT
as AGENT
of APPLEWOOD CONDOMINIUM ASSOCIATION



[Signature]

Notary Public