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May 27, 2016

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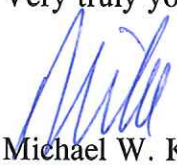
Re: Lakewood Village Condominium Homeowners Association

Dear All:

Attached please find a recorded copy of the First Amendment to Declaration of Condominium for Lakewood Village Condominiums, which was recorded today.

Please call if you have any questions.

Very truly yours,



Michael W. Kennedy

MWK:mb
Enc.
16072/2016-5-27 Ltr to Carol Throckmorton, Joan Mills and Jeff Vanatter

Doc ID: 026310870009 Type: GEN
Kind: AMENDMENT
Recorded: 05/27/2016 at 03:22:54 PM
Fee Amt: $47.00 Page 1 of 9
Johnson County Iowa
Kim Painter County Recorder
BK5510 PG388-396

Prepared by and Return to Michael W. Kennedy at:
Kennedy, Cruise, Frey & Gelner, LLP, 920 S. Dubuque Street, P.O. Box 2000, Iowa City, IA 52244-2000

FIRST AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LAKEWOOD VILLAGE CONDOMINIUMS

The Lakewood Village Condominium Homeowners Association does hereby amend the Declaration of Condominium for Lakewood Village Condominiums by adding the attached Rights, Responsibilities, Rule & Regulations to said Declaration of Condominium as Exhibit G.

DATED this 27th day of May, 2016.

LAKEWOOD VILLAGE CONDOMINIUM
HOMEOWNERS ASSOCIATION

By: Joan Mills, President

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 27th day of May, 2016, before me, a Notary Public, in and for said county, personally appeared Joan Mills, to me personally known, who being by me duly sworn did say that that person is President of said Lakewood Village Condominium Homeowners Association, and that said instrument was signed on behalf of the said association by authority of its board of directors and the said Joan Mills acknowledged the execution of said instrument to be the voluntary act and deed of said association by it voluntarily executed.

Notary Public in and for the State of Iowa.

16072/2016-3-2 Amendment to Declaration of Condominium

NOTARIAL SEAL IOWA
MICHAEL W. KENNEDY
Commission Number 106049
My Commission Expires
March 1, 2019

Lakewood Village Condominium Association

1512 First Avenue
Coralville, Iowa 52241
May 23, 2016

Rules and Regulations

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1. Ownership Responsibilities

a. Use

(1) No Unit shall be used for any unlawful purpose and no Unit Owner shall do or permit any unlawful act in a unit.

b. Maintenance and Repair

Unit Owner responsibilities:

(1) Except in circumstances where the LVCHA's insurance applies, Unit Owners are responsible for the repairs and replacement of the Limited Common Elements that serve his/her Unit exclusively, the enjoyment, benefit or use of which is reserved to the lawful occupants of the Unit.

These Limited Common Elements include the following: the concrete pad, convectors, pipes, ducts, electrical wiring and conduits located entirely within an owner's Unit, the balcony or patio adjoining the Unit, the doors and windows, including any sliding glass doors, or windows set in the wall of his/her Unit, and the garage door. For purposes of this paragraph, the term 'balcony' shall be defined to mean deck floor boards, railing, and balusters.

(a) Window and garage door replacements are required to be a color and design that conforms to others in the same building.

(b) Windows facing the driveway shall have mullions (gridlines).

(c) Unit Owners shall not paint any Limited Common Elements associated with their Unit.

(2) Unit Owners are responsible for the cleaning, repair and replacement of all windows, frames and screens of their units.

(3) If there is any water damage to a Unit or Common Area located below his or her Unit, the upstairs Unit Owner should contact his/her insurance company to initiate claim service.

(4) Any C Building Unit Owner requiring air-conditioning service work must contact the Managing Agent prior to obtaining access to the roof for repair service. Any damage to the flat roof membrane covering caused by repair service employees is the financial responsibility of the Unit Owner.

(5) Any damage done to any Limited or General Common Element, if such damage occurs due to the intentional act or negligence of a Unit Owner or his/her lessee, is the responsibility of the Unit Owner. The Board shall have the right to assess any Unit Owner for any costs or expenses to repair or replace such damage or loss to Common or Limited Common Areas.

(6) Balconies:

(a) The maximum weight on each balcony shall not exceed the 40 pounds per square foot weight limit currently allowed under the City of Coralville's current building code. Any change in City of Coralville's code will be the maximum limit acceptable.

(b) Unit Owners must not cause or permit anything to be stored on the patio/balcony. This includes bikes, toys, trash, etc. Bikes may be stored in racks for that purpose in the north utility building.

(c) Unit Owners may hang planters along the length of their balcony provided they are spaced a minimum of five feet apart. Chairs and swings are prohibited from being hung from balconies.

(7) Holiday decorations may be displayed on the exterior of a Unit but must be removed within a 30-day period following a holiday.

(8) Firewood must be dry and insect-free. It can be stored in a garage but not on a balcony or near any of the main buildings.

(9) One "For Sale" sign per Unit is permitted on the 1st Avenue frontage for condominium Unit sales. "Open House" signs are allowed in the same location for a maximum of 48 hours in advance of the scheduled open house date.

(10) Satellite dishes may not be mounted on the front of any of the buildings, in the C Building front courtyard, or on any roof.

(11) The planting of flowers, trees and shrubbery around the Units is allowed as long as the plantings: a) are approved by the Board in advance, b) enhance the Project's appearance, c) are well maintained, and d) do not inhibit lawn care or snow removal. The Board's decision regarding such matters will be final.

(12) Unit Owners should make every attempt to keep the yards and grounds around their Units attractive and free of extraneous items such as outdoor grills, bicycles, and children's toys. Unit Owners are to place such items in their garages when not in use.

(13) Household trash is to be bagged and placed in one of the utility buildings for collection. Trash is never to be stored in any of the Common or Limited Common Elements (patios or balconies). Unwanted furniture or large items are not to be left in the utility buildings.

(14) Unit Owners are responsible for maintaining and clearing the first eight feet of their drain lines. Plumbing fixtures are to be maintained in a clean and sanitary condition. The Unit Owner is responsible for the reasonable care, proper use and operation thereof. Diapers and sanitary products are never to be flushed down a toilet.

(a) Garbage disposals are designed to handle only biodegradable food items. Do not place celery stalks, corn husks, asparagus, kale, lettuce, onion skins, potato skins, pasta, rice, coffee grounds, bones, egg shells, fruit pits or grease in the disposal. When using a disposal, first turn on the cold water, then the disposal, and slowly add the food items.

Allow the water to continue running for 30 to 60 seconds after the waste matter has cleared the drain.

(15) Recycling is encouraged. A recycling bin is located in the utility building adjacent to the north parking area of the C Building. Cardboard boxes should be flattened prior to placing in the recycling bin. All types of glass should be taken to a recycling center.

c. Assessments

It is a hardship on the entire LVCHA when individual Unit Owners fail to pay monthly Association dues in a timely manner. LVCHA has put into place the following policy for collection of past-due Association assessments:

(1) The monthly assessments are due on the first day of each month. Payments not received by the 10th of the month will be considered in arrears and will be assessed a $25 late fee penalty.

(2) Monthly dues not paid by the 10th day of the second month are in arrears two months and will be assessed an additional $25 late fee. Owners in arrears two months will be notified that an immediate plan for payment must be made with the LVCHA property management company within 10 days to remedy the past due amount or legal action will be taken to collect the past due fees. If the homeowner fails to work out an acceptable payment plan to bring the dues to current status, the Board will authorize the management company to file a lien for non-payment of dues.

(3) Monthly dues not paid by the 10th day of the third month will initiate a small claims judgment, which will result in the garnishment of the individual Unit Owner's bank account(s) or wages. Garnishment will continue until the past due Association dues and all resulting court and Association costs for collection are paid in full and the account is current.

(4) Ongoing failure to make payment and bring a Unit Owner's account into good standing with the Association may result in the foreclosure on the lien by the LVCHA.

Dues payment can be mailed or delivered to the Managing Agent's office. Unit Owners are strongly urged to use electronic debit, which is the preferred method for payment of assessments. The Managing Agent will provide the appropriate forms.

d. Leasing

(1) A Unit Owner may rent or lease his/her unit to a third party for residential purposes, provided that the lease shall be for a term of no less than twelve (12) months.

(2) A Unit Owner who leases his or her Unit (or retains an agent to lease or manage the owner's residential Unit or Units), must provide to the Managing Agent, along with a copy of the lease, the following information on the agent and lessee(s): name, telephone number, mailing address, and email address.

(3) The Unit Owner is required to provide lessee with copies of the LVCHA Declaration and Rules & Regulations documents.

2. Common Elements

a. Use of Common Areas

(1) The hours of the Community Room are from 8:00 a.m. to 10:00 p.m.

(a) After use, the room is to be restored to a neat and clean condition. Dispose of all waste by depositing in one of the utility buildings.

(b) Noise control is to be maintained out of consideration for others.

(c) Unit Owners may reserve the Community Room by indicating the date and time on the calendar posted therein.

(2) Swimming Pool:

(a) The swimming pool is for the exclusive use of the Unit Owners, their tenants and accompanied guests.

(b) The hours of the swimming pool are from 6:00 a.m. to 9:00 p.m. only.

(c) No lifeguard is provided. Owners, tenants, and their guests swim at their own risk. It is recommended that individuals not swim alone.

(d) Children under the age of 16 are required to be accompanied by an adult at all times.

(e) No breakable items should be brought into the pool area.

(f) Noncompliance with the posted Swimming Pool Rules is a direct violation of the Association's Rules and Regulations.

(3) Fighting or yelling shall be deemed to be an obnoxious and offensive activity.

(4) Smoking is not permitted in the Common Areas of any building. Second-hand smoke is considered to be an unreasonable annoyance.

(a) Cigarette butts are not to be discarded in any of the Common Areas.

(5) Children may play in the Common Areas as long as they are supervised by an adult. They are prohibited from playing at any time on the staircases in the Common Areas.

(6) The closets under the stairways in the A, B, and D Buildings are for the shared use of the four Unit Owners in that Common Area hallway.

b. Parking and Vehicles

(1) All homeowners are to park their vehicles inside their garages or in designated parking areas only.

(2) Each Unit Owner in the A, B, and D buildings shall have the right to use of one of the four parking spaces on their driveway.

(3) Parking at the C Building:

(a) Fire lanes are 'no parking' areas and are clearly marked. Keeping the fire lanes clear is essential so that in the event of an emergency, fire and rescue crews can access the building quickly.

(b) Short-term parking in areas adjacent to the C building is allowed for loading/unloading for 10 minutes or less as long as the vehicle's emergency flashers are on.

(c) Violators are subject to being ticketed by the City of Coralville.

(4) Vehicles shall not be parked on the lawn areas of the property.

(5) All vehicles parked in designated parking spaces must be in good working condition.

(6) Any vehicle that is unidentifiable as property of a Unit Owner or lessee or is non-operational will be considered abandoned. The City of Coralville Police Department will be notified and the vehicle will be tagged for towing.

(7) No outside car repair may be undertaken on the premises. Car repair must be done in the Unit Owner's garage or off Lakewood Village property.

(8) Trailers, boats, mobile homes, recreational vehicles, snowmobiles, campers, or other similar items may not be kept or stored on the premises for more than 36 hours unless stored in the Unit Owner's garage. However, RVs may be parked at an Owner's Unit for brief periods (48 hours maximum) while preparing for or returning from a trip. The Board of Directors must approve any exceptions.

(9) The maximum speed limit within the property limits of Lakewood Village is 15 miles per hour.

3. Community Safety

a. Fire Prevention

(1) All homeowners, lessees, and guests are required to observe provisions of the City of Coralville Fire Code, as follows:

(a) Only non-combustible items are to be stored in Common Area stairwell or hallway storage closets. Combustible materials (anything made of wood, plastic or cardboard) are prohibited in these areas.

(b) A space the width of the front door opening (36") is to be maintained throughout all the Common Areas so that emergency fire and rescue equipment can be moved into and out of the building expeditiously.

(c) Nothing is to be stored within 36 inches of the electrical panels.

(d) All electrical appliances, radios, televisions and other electrical equipment used or installed in Units shall conform to the Board of Fire Underwriters safety requirements and be used in such a manner as not to overload electrical circuits or increase the hazard of fire or personal injury.

(e) Grilling:

a. Gas, propane or charcoal cooking grills are not permitted on the balconies. (Use of ground fault circuit interrupted [GFCI] electric grills is permitted.)

b. Grilling is not permitted in garages. A grill (either charcoal or gas) should be moved into the Unit Owner's garage only after the heat source has been extinguished and the grill has cooled completely.

(f) Open fires, fire pits (open or closed), and fireworks are not permitted on Lakewood Village.

b. General Safety

(1) The discharge of projectile-unleashing devices on Lakewood Village property is strictly forbidden. This includes guns, bows, air rifles, and similar devices.

(2) To maintain the security of the buildings, garage doors shall remain closed except when in actual use.

4. Animal Ownership

a. Dogs, cats, or other commonly accepted typical household pets may be kept as pets in an Owner's Unit as long as they do not constitute an unreasonable source of annoyance or interfere with the use and enjoyment of the property by other Unit Owners and their guests. No rodents, snakes or reptiles will be kept in any Unit.

(1) Behaviors that will constitute an unreasonable source of annoyance include, but are not limited to: abnormal or unreasonable barking, crying, scratching or unhygienic offensiveness such as urinating or defecating on public walkways, balconies, or patios.

b. Dog owners are required to actively clean up after their pets at all times and appropriately dispose of all excrement immediately.

c. A Unit Owner or lessee may have a maximum of two dogs. The allowed weight per dog is 75 pounds or less.

d. Dogs are not allowed to run at large in the Common Areas. When any dog leaves the Owner's Unit, it must be kept on a leash and under the owner's control at all times in accordance with the City of Coralville Leash Law.

e. Pets are strictly forbidden in the pool room or pool patio area.

f. Pet owners are fully responsible for personal injuries and/or property damage caused by their pets.

g. If any animal cannot be controlled or constrained by its owners, the Animal Control Department of the City of Coralville should be contacted for resolution. The City of Coralville Animal Control Officer can be contacted at (319) 245-1800 (or notify the Police Department).

h. If a wild animal becomes a nuisance or poses a threat of personal injury, the City or Coralville Animal Control Officer should be contacted to have the animal removed.

5. Condominium Management

a. No unit owner shall direct, supervise or in any manner attempt to assert control over any employee or agent of the condominium management company.

6. Remedies

a. Each Unit Owner shall comply with the Declaration, Bylaws, Rules and Regulations. If Unit Owners are found to be in violation of the Rules and Regulations, they will be referred to the LVCHA Rules and Regulations Review Committee, which will hear, review, determine violations, and assess individual sanctions.

b. A violation of the Declaration, Bylaws, Rules and Regulations will result in the following:

1st Violation: Written Notice
2nd Violation: $ 50
3rd Violation: $100
4th Violation: $250

These Rules and Regulations of Lakewood Village Condominium Association are contained in seven pages within six general chapters that were adopted by resolution of the Board of Directors on May 23, 2016.