

HICKORY TRAIL CONDOMINIUMS

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 Bylaws 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 of interest.
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 single-family dwelling purposes only.
 - (b) A unit owner may lease his or her Unit, subject to the following conditions: (i) the entire unit must be leased; (ii) the lease must be in writing; (iii) the lease agreement must provide that its terms are subject to the provisions of this Declaration and the By-Laws and Rules promulgated by the Association and that failure by the tenants to comply with such provisions shall constitute a default under the lease; (iv) the lease shall be for no less than thirty (30) days and for not more than one (1) year; (v) No unit shall be leased to more than two (2) persons unrelated by blood or marriage.

The maximum number of units that may be leased to non-owner occupants, at any one time, may not exceed three (3) units of the sixteen (16) total units subject to this Declaration. The Board of Directors will maintain a register of all units that are being leased to non-owner occupants and all unit owners are required to have their unit registered with the Board of Directors when their unit is leased.

A unit owner shall make a written request to the Board of Directors for permission to lease their Unit, which request shall include a description of the unit, the number of proposed occupants and their relationship by blood or marriage, if any, the signatures of the unit owner/owners and the date of the request. The Board of Directors shall show the date of receipt of each request on the face of such request.

If the request to lease is within the guidelines of the above listed requirements, and if leasing the unit will not exceed the three (3) unit maximum posed upon the leased units, then written permission to lease the units shall be given by the Board of Directors to the owner. If the three (3) unit limitation has been reached prior to the request, the request will be held by the Board of Directors along with other

similar requests unless sooner withdrawn by the owner, and subsequently granted if and when the leasing of the unit will not exceed the three (3) unit maximum leased unit limitation. The priority for granting owners requests to lease shall be based upon the date of the receipt of the request by the Board of Directors.

- (c) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the unity 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 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 or any other fixture, item or appurtenance on any building roof.
- (f) No parking of any vehicles shall be allowed except in areas designated for that purpose. No parking of boats, campers or trucks larger than a full-size pickup shall be allowed. Parking spaces assigned to specific units may be used only by the Owner of said unit unless the parking space has been transferred in the manner provided in this Declaration or such Owner has otherwise expressly authorized such use.
- (g) 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, provided such entry shall be made with as little inconvenience to the owners as practicable.
- (h) A unit owner shall give notice to the Association of every lien against his unit, other than permitted mortgages, taxes and association assessments, and of any suit or other proceeding, which may affect the title to his unit within ten (10) days after the lien attaches or the owner receives notice of such suit.
- (i) A unit owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of his family, guests, employees, agent or lessees which liability shall include any increase in insurance rates resulting there from.
- (j) No dogs weighing more than twenty (20) pounds shall be allowed or kept within any unit or on any of the general or limited common elements of the project. Dogs weighing twenty (20) pounds or less shall be allowed subject to all of the following requirements being met:

- i. Such dogs of twenty (20) pounds or less shall be allowed only for new purchasers and re-purchasers of Hickory Trail Condominium units upon adequate proof that the subject dog has been a family pet for more than two (2) years;
- ii. Upon the death of any such dog, the unit owner shall not be allowed to replace the dog;
- iii. Any such dog that barks and disturbs the neighbors in the condominium building will not be allowed and will be immediately removed upon proper notice from the owners association;
- iv. Only one such dog will be allowed for each condominium unit;
- v. Any damage caused by any such dog to community property will be paid for by the dog's owner upon demand from the owners association; and
- vi. Any dog outside a condominium unit shall be leashed at all times.

In addition to the above, no unit shall house more than one (1), neutered cat. Any person within the project keeping a cat or dog pursuant to this section shall immediately clean and remove any messes created or caused by said cat or dog. Further, no unleashed cats whatsoever shall be allowed upon the limited or general common elements. No cat shall be kept outside any unit except when immediately attended by the unit owner or agent and said cat is on a leash. No pets or animals of any kind shall be kenneled or chained outside under any circumstances.

In addition to the foregoing provisions, the Association shall have the authority to adopt supplementary rules and regulations governing the use of the property. Such rules shall be observed and obeyed by the owners, their guests, tenants and licensees.

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, the Bylaws of the Association, or the rules and regulation adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

As adopted by the Hickory Trail Homeowners June 10, 2002, the following rule shall become part of the "Rules and Regulation" of the Hickory Trail Condominiums. Effective: November 1, 2002.

Move-in and Move-out fees:

A Move-in / Move –out Fee of \$100.00 shall be assessed and attached to the new homeowners first monthly payment to the Homeowners Association. In addition, units that are rented unfurnished, shall be assessed the same fee at the time of the lease approval.

This fee shall cover any administrative costs, maintenance, cleaning or repairs required of the common areas. **The Move-in / Move- out Fee** does not limit the homeowner or renter's liability of damages, or other related expenses that may occur.

Recycling

Please Place Items In Recycling Bins As Follows:

Mixed Paper: Junk mail, Colored paper, White paper & Greeting cards. ***No Tissue or Paper Towels.***

Metal Cans: Rinse thoroughly & remove labels.

Magazines/Catalogs: Only those with slick or shiny pages.

Glass: Clear, Green & Brown, Rinse thoroughly & remove labels. ***No Light Bulbs.***

Plastic: #1 & #2 plastics (includes milk & some juice). Check the bottom for the number. Rinse thoroughly & remove labels & lids. Please crush large containers if possible.

Chip Board: Cereal boxes (remove paper liners), paper egg cartons, cardboard boxes with brown, tan or gray insides, cores from toilet paper & paper towel, file folders.

Corrugated Boxes: Break down & placed against the wall behind the recycling containers.

Newspapers

*****No Styrofoam or Plastic Bags*****