



Lexington East Unit One Owner's Reference Manual

1. Please leave this manual in your unit, making it available for future owners.
2. When you decide to sell your unit, please notify the Board of Directors (BOD). A copy of the manual is located on the Lexington East Unit One website if needed to assist in selling your condo.
3. Owners and guests, including relatives and other persons, shall be subject to all the rules and regulations of the Lexington East Unit One Owners Association. [1927-76]
4. No unit owner shall make any alterations to any unit, garage stall, or storage cubicle or to any of the common elements or remove any portion thereof without **written approval** of the Board of Directors. [1927-80,143]
5. Call the Property Manager prior to attempting any damage repair to your condo unit. (see IV, 3)
6. No member shall conduct any maintenance, repair, or replacement of common areas of property without specific written approval of the Board of Directors. [1927-80]
7. **Note:** Numbers in brackets [] are references to the Book and Page numbers filed in the Recorder's Office for the Declaration of Submission of Property (DSP) for Lexington East Unit One, A Condominium, or other related recorded documents, which should be in the Owner's updated Abstract. A copy of the DSP is posted on the Lexington East Unit One website.
8. **Website-** lexingtoneastone.com
The website provides up to date important Association information in the most timely and cost-effective way possible.
9. The Board of Directors does not serve as an arbitrator between owners in personal matters. The resolution of such conflicts shall be the sole responsibility of the individuals involved.

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I. INTRODUCTION

A. General

Welcome to the Lexington East Unit One Owners Association. As a unit owner, you are a member of the Association.

We have 43 buildings in our Association. Each building contains four units for a total of 172 individual units spread over approximately 31 acres. The first building in phase one construction was occupied in 1988 and in the final phase of construction the last building was occupied in 1993.

Since we share many common areas, we have agreed to certain binding rules of governance to ensure that the rights of all owners are respected and our property values are maintained and protected.

In addition to our rules of governance, an overall desire to treat your neighbors as you would like them to treat you will help to make Lexington East Unit One a pleasant and congenial experience for all owners.

The documents that established the Lexington East Unit One Condominium Property and the Lexington East Unit One Owners Association are the Declaration of Submission of Property (DSP) which contains Exhibit "I", Articles of Incorporation (AI) and Exhibit "J", By-Laws (BL). These condominium documents form a major part of your Abstract and members should familiarize themselves with them because they present the rules and regulations that apply to all owners and guests.

This Owners Reference Manual provides additional information to guide owners in the day-to-day operation of Lexington East Unit One. It supplements, expands, and clarifies the Condominium Documents and includes decisions made by your Board of Directors. It is legally binding on all owners since your Board of Directors constructed it with the power vested in them by the Declaration and the other Condominium Documents. This manual was approved by the Board of Directors in 2024 and replaces all earlier versions of this document.

B. Definitions of Elements

There are two divisions of property – Units and Common Elements. Units are defined by the air space contained within the three dimensions of height, width, and depth in each unit and garage, and storage cubicles for the B and D units.

1. General Common Elements

Common elements are defined as everything excluding the units. Our Association defines the following as common elements: lawns, trees and shrubs, sidewalks and driveways, main building entrance doors, front door buzzers, entry hallways including the carpeting, walls, hallway lighting, outside lighting, siding, outside walls, garage doors, roofs, eaves, downspouts, and roof vents. The Association tends to the grass mowing and trimming, shrub and tree trimming and snow removal from driveways, front stoops, and sidewalks. All the common elements are maintained, cleaned, replaced, and repaired by the Association. [1927-68]

2. Limited Common Elements

Limited common elements are any portion of the general common elements that serve a single unit. If a unit owner is the only one who can use or abuse this amenity, the cost of maintenance, repair and replacement is limited to that unit owner. This includes decks, porches, patios, windows, screens, entry doors to owner's garage and condo unit. Sanitary services are common to the units of a building and costs of services are split unless one unit is found at fault. The unit owner's air conditioner, furnace, water softener, garbage disposal, other appliances and water heater are theirs to maintain, repair and replace. See the DSP in your abstract for a more detailed and authoritative description. [1927-69]

II. MANAGEMENT

A. Lexington East Unit One Owners Association

The business and affairs of the Corporation shall be governed and managed by THE LEXINGTON EAST UNIT ONE OWNERS ASSOCIATION, a non-profit membership corporation organized and existing under Chapter 504A of the 1987 Code of Iowa, which corporation is and shall constitute the council of the co-owners of the buildings and common elements submitted to the Corporation. All owners of units shall automatically be members of the Association. [1927-76]

In all elections of the Association, the number of votes allotted to each unit shall be based on the percentage interest appurtenant to that unit as determined by the DSP (A-0.62%; B-0.53%; C-0.65%; D-0.53%). [1995-72]

B. Board of Directors

The Lexington East Unit One Owners Association and its affairs shall be managed and administrated by a BOARD OF DIRECTORS. [1927-128] All of the powers and duties of the corporation shall be exercised by the Board in accordance with the Declaration and the other Condominium Documents.

The Board shall be composed of six (6) elected members, each to serve three-year terms. One-third of the Board shall be elected each year at the annual meeting. Board members may be elected to additional, concurrent terms. The officers of the corporation shall be a President, who shall be a Director, a Vice-President, who shall be a Director, a Treasurer, and a Secretary, who may or may not be Directors but who must be members of the Association. The Board of Directors shall elect all officers annually. [1927129,130].

Board meeting dates and times, along with a meeting agenda, will be posted on the Lexington East Unit One website, lexingtoneastone.com, approximately one week prior to the meeting date. The meetings take place at the Oakland Church of the Nazarene, 3000 42nd St. NE. A 30 minute "Open Forum" precedes the meeting for owners to attend and ask questions or express concerns to the Board. Regular board meetings are open to Association members only. Executive session board meetings which may involve sensitive personal information are attended by board members only.

1. Committees

The Board has three standing committees: Buildings and Grounds, Finance, and Social. Each is chaired by a board member and/or officer and may be composed of Association members interested in the work of the committee and willing to devote their time. A list of the committees and their members is posted on the website. Other committees may be appointed as needed by the President.

2. Property Manager

The ongoing maintenance of our grounds and buildings is the responsibility of our property manager. Please call him/her to report the need for maintenance within your building (outside of your own unit). Additionally, the property manager is a good contact source for information on reliable contractors for unit remodeling or repair work.

C. Assessment Fees

The HOA shall levy assessments against the unit owners for all common expenses. In addition to being and constituting a lien against the unit, the assessments shall be a personal liability of the owner and jointly if more than one owner. [1927-131, 133]

The regular annual assessments made for current expenses, reserve funds, deferred maintenance and replacement services for any other purpose shall be apportioned to each unit based on the percentage interest of ownership of the common elements as set forth in the DSP. [1927-133,134]

The monthly home owners fee is due on the 1st of each month. A \$25.00 late payment fee will be assessed if checks are received by the Treasurer after the 10th of the month. If the monthly fee remains unpaid an additional \$25.00 fee will be assessed on the 1st and 11th of the following month and each month thereafter until all fees are current. Make checks payable to: Lexington East Unit One Owners Association. Checks should be mailed to the Treasurer's home address. If any assessment is in default for more than ninety (90) days, the Board may declare the entire remaining amount for the year due and payable within twenty (20) days. [8614-569] [1927-135]

Free alternate payment option: ACH (Automatic Clearing House) Payment Option---Automatically debits monthly home owner's bank account directly to the Association bank account. If interested contact the Treasurer for an ACH application. ACH applications are also available on the Association website.

Effective January 1, 2016 the Board of Directors approved a one-time maintenance reserve fund startup fee for new owners. The fee will be subject to yearly adjustment. [9382-116]

D. Changes in Rules and Regulations

The Board of Directors, in accordance with the Declaration, Articles of Incorporation and By-Laws, reserves the right to make such other rules and regulations from time to time as may be deemed necessary for the safety, care, and cleanliness of the premises and for securing the comfort and convenience of the occupants thereof. [1927-132]

III. CONDITIONS AND RESTRICTIONS OF OWNERSHIP

A. Ownership and Lease of Property

- No Rent Covenant – Units shall be used and occupied for single family dwelling purposes only and may **not** be rented or leased.

- The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy, and whether for consideration or not. Ownership of a unit by a trust is permitted, but no individual shall be allowed to occupy or use such a unit under a lease type of agreement. [6766-470]
- The Association's intent in this covenant is that occupants of any unit must be immediate family members and must include at least one adult (over 18 years old) owner of record. For instance, a unit may be purchased by an adult for another immediate family member to occupy, only if a resident family member (e.g., parent or adult child) is also recorded as a legal owner.
- An owner shall give notice to the Association of every lien against his/her unit, except permitted mortgages, taxes, and Association assessments, within 10 days after the lien attaches. [1927-83]

B. Compliance with Rules

All owners using or occupying the Lexington East Unit One Owners' property shall be bound by and strictly comply with the following: the Bylaws of the Association, applicable provisions of the other condominium documents, all rules, and regulations. All agreements and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and/or other persons. Failure to comply with Bylaws or the provisions of the other condominium documents, or any agreements or determinations thus lawfully made, shall be grounds for an action to recover sums due for damages, including legal fees, on the part of the Association of any owner as applicable and for mandatory or other injunctive relief. [1927-76]

C. Guests

Guests, including relatives and other persons, shall be subject to all these rules and regulations. [1927-76]

IV. GENERAL

A. Alterations and Improvements

No unit owner shall make any alterations to any unit, garage stall, or storage cubicle or to any of the common elements or remove any portion thereof without approval of the Board of Directors. [1927-80] No unit owner may paint or in any manner decorate the exterior facade of the walls. The owner will be responsible for the costs of restoring any unapproved changes to their original condition. [1927-82]

B. Insurance Responsibilities

1. Association: [1927-137]

General Common Elements:

The Association insurance covers all the General Common Elements for damage from fire, lightning, explosion, windstorm or hail, smoke, aircraft, riot, vandalism, sinkholes, weight of snow and water damage.

Limited Common Elements:

The Association insurance covers garage doors, entry doors and any other outer Limited Common Elements for accidental damage from fire, lightning, explosion, windstorm or hail, smoke, aircraft, riot, vandalism, leakage from fire extinguishing equipment, sinkhole, weight of snow and water damage. Electronic equipment within a unit such as televisions, sound systems, computers, toasters, and other small appliances is not covered under any circumstances. Damage caused by unit dwellers' negligence is not covered; e.g., failing to turn off a faucet. It is very important that you notify the Property Manager when an incident occurs.

Liability Coverage:

The Association carries Liability coverage only on Common Elements. **Owners are responsible for personal property liability, and for making sure loss assessment insurance is included in their personal insurance coverage. [1927-138] Owners should carry at least enough loss assessment insurance to cover their portion of the building deductible. This amount can change annually based on the insured value of the building. It is advisable to review this annually with your personal insurance agent.**

2. Owners:

Each owner is to insure separately any carpeting, furnishings, personal effects, and other sole separate personal property, wherever situated, and procure public liability and property damage insurance covering causes of action growing out of the ownership, maintenance, and control of his/her unit, garage, or storage cubicle. The Association does not insure these. It is also advisable to carry sewer backup coverage. [1927-142]

3. Insurance claims:

There are times when it is hard to decide whether a claim should go against your personal insurance or against the Association's insurance. We have guidelines from our insurance company on what is covered by Association insurance and what is covered under your unit owner's policy. If you have a claim on damage that you think should be covered by Association insurance, follow these steps so the insurance company can **determine who is responsible for paying the damage claim.**

- Call the property manager before you do anything about your damage. The property manager and insurance adjuster need to appraise the "loss" before a claim is made; otherwise, the insurance company can refuse to pay.
- Make notification of your claim against the Association in writing. In this way the board has a written document to support the claim. The Association Board will decide whether a repair or replacement will be made.
- Do not call someone to fix the damage before the insurance company and the Board determine whether it will be repaired or replaced. The owner does not make that decision. If you do not wait for the Board and the insurance adjuster, you must pay for the damage.

C. Maintenance Responsibilities

1. Association: [1927-78]

All common elements and facilities, limited or general, shall be maintained by the Association as a common expense, unless responsibility is otherwise imposed on the unit owner.

Repair of garage doors, door springs, cables, and tracks, because of normal usage, is the responsibility of the Association.

Incidental damage caused to a unit or garage through negligence or maintenance by the Association shall be repaired by the Association as a common expense.

2. Owners:

Each owner shall be responsible for maintaining each unit, the patio or deck adjacent to the unit, the glass doors thereto, all other doors or windows and screens, the fireplace, the air conditioner, and all appliances, the garage and storage cubicle. The owner shall paint exposed decks and screened porches on a regular schedule or when needed. Paint must match the rest of the building. Call the property manager for the matching color. [1927-79]

Upper decks act as roofs for the lower unit's enclosure/patio. Snow should be shoveled regularly from any open deck and deposited on the common area below. It is especially important to immediately clear snow away from all edges of the open deck to avoid water leakage into the walls of the unit below and allow good drainage from the deck.

Garage door **openers** are the responsibility of the owners. Also, lubrication of the door springs, cables and track rollers are the **owner's responsibility**. If a garage door repair is needed owners should **first** contact the property manager. Failure to do so could result in repair costs being the responsibility of the owner.

Owners shall promptly report any defects or need for repairs which are the responsibility of the Association. **No member shall contract for any maintenance, repair, or replacement of common areas of property without specific written approval of the Board of Directors.** [1927-80]

D. Utilities

The Association cannot be held liable for negligent acts of a unit owner, or resulting damage. To avoid the possibility that water pipes might freeze and burst, residents should maintain heat in their units during the heating season. The thermostat should not be set lower than 55 degrees. This applies to extended times away from your unit, such as vacations.

1. Electricity:

No occupant shall interfere in any manner with any portion, or lighting apparatus, in or about the common areas of the buildings. To save on electrical usage, please turn off hall lights when you exit the hallways.

2. Water:

In the late fall the building water spigots are turned off and the hoses are disconnected and drained to avoid freezing. Do not re-connect hoses once they have been disconnected.

It is recommended that you turn off the water to your unit if you are going to be gone over the weekend or longer. This is especially true for upstairs units. The shut off handle for your unit is located in the hall closet on the main floor of the building. Call the Association property manager if you need help.

Failure to regularly clear out air conditioner condensate hoses and inspect water heaters accounts for many of our flooding mishaps. This again is of highest priority in upstairs units. Upstairs owners are liable for water damage to units below.

3. Common Drains:

Your garbage disposal is for table scraps, not massive amounts of leftovers. Run the cold water on high when the disposal is on to flush down the waste. Continue to run the water after using your garbage disposal to complete the process.

Grease, noodles, banana skins, celery, potato peelings, onions, cornhusks and silk, or any other heavy, fibrous materials will clog drains and sewers. The Board recommends they not be put in your garbage disposal.

Floor drains in the laundry/utility rooms, which are only in the lower units, should not be allowed to dry out as this lets sewer gas enter the units. If you add a few tablespoons of mineral oil or cooking oil on top of the water in the traps, it floats and will not evaporate, and the water below it evaporates more slowly.

Kitchen, bath, and utility room drains of both upper and lower units share a common sewer line going out of the building. Although any back-up will almost always be in the lower unit, the cost to unplug the drainpipes is the responsibility of both upper- and lower-unit owners.

4. Satellite Antennas:

Unit owners may install Antennas and Satellite Dishes of up to one meter in diameter only on their limited common property (decks and patios). This equipment may not extend onto or into common property surface and airspace around and above the building surface. The forbidden common area includes rock and concrete borders on all sides of the building. [9191-367]

E. Garbage, Recycling and Yard Waste

The city designates a day for garbage pick-up in the area. Our designated day is Wednesday morning before 7:00 a.m. If there is a city-recognized holiday the pick up will be delayed by one day. City recognized holidays for each year are posted on their website: www.cedar-rapids.org.

Up to 100 lbs. of bagged garbage can be placed into the Garby carts. If you have more than the cart will hold, up to 40 lbs. can be placed in garbage bags with purchased "Extra Garbage" stickers on each. Up to 220 lbs. of recycling materials can be placed into the Curby carts. Place clear and colored glass in a separate 2 to 5-gallon bucket and set the bucket beside your CURBY cart for collection. Please mark bucket with address and unit number. Yardy carts can include compostable materials such as fruit, vegetable peelings, paper plates, napkins, and paper towels. Current information found at www.Cedar-rapids.org.

Please place Garby, Curby and Yardy carts on the drive area in summer and on the grass area in winter to facilitate mowing and snow removal.

All bins must be returned to the inside of the owner's garage by the end of the day after pickup.

F. Animal Policy [9718 — 507-510]

PETS:

The Association has a **NO PETS POLICY** which has been in effect since May 4, 1992. Fines and liens may result if animals are brought into Association buildings, condo units or onto Association property.

Only exception to NO PETS Policy is Trained Service or Emotional Disability Animal. Resident unit owner must submit a written letter to the President of the Association to inform the Board members of a need for a Service/Emotional Disability Animal for themselves or a residing dependent. This initiates the application process which includes letters and responses to and from the owner/applicant, a licensed Iowa health care provider and all the Board of Directors and Officers. Once all documentation has been received and accurately completed, the Board of directors will vote to approve or decline the application. The applicant will then be notified of the decision. The time frame for this process depends on the timely response/s from the applicant and the health care provider. The initial decision to approve an animal is for one year. The owner/applicant information and documentation will need to be re-verified for approval. The reverification process will take place every 2 years after the first year of approval and reverification. Bringing an animal to live in a condo unit before this process is completed will result in assessed fines to the home owner and possible declining of the application.

VISITING PET POLICY:

The Association's Visiting Pet Policy shall apply to guests of Association members as follows: Guests may bring

a dog or cat onto the Association property **ONLY UNDER BOTH** of the following conditions:

1. **PRIOR agreement of ALL other unit owners** in the building must be obtained.
2. **Duration of visit cannot exceed 3 days which is 72 Hours. One dog OR cat will be allowed to visit once a month.**

Violation to this policy will result in assessed fines to the homeowner and when applicable, a lien may be placed on the homeowner's property.

G. Garage/Moving Sales

If desired, there will be an annual Lexington East Unit One garage sale for all unit owners who wish to participate. No other sales or craft shows are permitted. The board will select the date of the garage sale and inform residents 30 days before the event.

If a condo unit has been listed for sale an owner may request permission from the Board to hold a garage, tag, or moving sale of not more than three days. Such a sale cannot be held without Board approval.

V. EXTERIOR

A. Plantings and Feeders

1. Outside planters and plantings

Planters must be on patios or rock borders immediately adjacent to the condo owner's patio.

When an owner's request to plant trees on common property is **approved** by the Board, the owner will assume responsibility for tree care for three years. After those three years, the trees will become the responsibility of the Association. [9191-367]

Residents are responsible for purchasing and maintaining **approved** trees and landscaping. The resident is responsible for damaged utility lines or cables. These can be identified before digging by contacting Alliant Energy 'One Call' at 1-800-2928989.

Residents should inform prospective buyers regarding their responsibility to maintain any board approved plantings.

Bird feeders and suet feeders must not be placed within 25 feet of the building. Food debris is not to be disposed of in the general and limited common areas.

B. Vehicles, Driveways and Parking

Each unit may have a maximum of two vehicles on the Lexington East Unit One property. No occupant of any part of the condominium complex shall park or store or allow any person to park or store any boat, trailer, mobile home, camper, large truck (tractors or semis), truck trailer, motor home, bus, derelict automobile, snowmobile, or similar item on condominium property.

Only vehicles owned by unit owners may be washed with water resources from the Association.

Owners of B and D units are each assigned one parking space at the end of the common driveway, with the B unit's space being next to the building. Please ask guests to park on the street, unless arrangements have been made with a B or D unit owner. One side of the A drive should be unoccupied to allow walking entrance to the building and for emergency vehicles. The A drive may be used by non-owners for loading and unloading but this use must be coordinated with the A unit owner.

Parking in front of Unit B, C, or D garage doors is prohibited. Exceptions: Buildings 4505 and 4755 which have no side parking area. Garage doors and windows must also remain completely closed unless the owner is in the immediate area.

No motorized vehicles or trailers shall be permitted on the lawn area except the Association golf cart. Motorcycles are NOT to be parked on asphalt drives without use of a metal protective plate under the kickstand. This applies to owners and visitors.

Snow removal requires clearing the driveways of all motor vehicles so that plowing equipment can get in by 7:00 AM and possibly during the night. If a vehicle must be left out, park it at the upper end of the common drive at either side so that snow can be pushed out through the center. Snow will not later be removed from spaces where vehicles were parked at the time the driveway was being cleared. The owners of those vehicles will be responsible for removal of the snow that remains around their vehicle.

C. Decks and Patios

Unit owners shall be responsible for maintaining their own decks and patios. Support posts between the upper deck and lower patio belong to the upper unit condo. Banners, laundry, draping, and signs are not permitted on the deck or patio areas. You **MUST** get Board **approval** before doing any alteration or landscaping on your patio, deck, or rock beds.

D. Barbecue Grills and Fire Pits

All charcoal grills, fire pits, and open fires of any type are **prohibited** in both common and private indoor and outdoor areas of Lexington East Unit One.

Per Chapter 37 of the Cedar Rapids Municipal Code:

What is allowed on decks and enclosed porches?

- Propane grills with one-pound LP gas containers. **Larger containers are not allowed.**
- UL Listed electric grill.

What is allowed Only on the ground floor?

- Professionally installed natural gas grill.
- Propane grill with LP gas container bigger than 1 pound.
Propane grill and container need to be at least 20 feet from any building's multi-owner exit door. Do not store a 20-pound container inside any building.

What Happens to people who ignore these rules? Per the most recent "Grill Brochure" published by the City of Cedar Rapids: "Notify your manager. If no action is taken, submit complaint to the manager or the fire department in writing. Managers are to notify tenants of the grill requirements. If tenants do not comply immediately with the fire code, then management should submit complaint to the fire department with documentation for the code enforcement procedures. People who violate these rules violate the Cedar Rapids Municipal Code. VIOLATORS MAY BE CITED and face FINES or other LEGAL ACTIONS."

For additional information go to www.cedar-rapids.org. Enter in search field: CRFD'S outdoor cooking grill.

E. Signs

Signs may not be displayed in yards, windows, or vehicles on the property with the following exception:

When a unit is for sale, "Open House" signs may be put up not more than 24 hours prior to the Open House and must be removed within one hour of the completion of the Open House. The placement of the signs must also comply with the Cedar Rapids City Code. "For Sale" signs are not permitted. [1927-82]

F. Flags

The U.S. flag is allowed to be displayed by individuals of the Lexington East Unit One Owners Association in the following manner:

- Flags shall not be larger than 3' x 5' in size.
- Flags shall be kept in good repair and properly disposed of when no longer serviceable.
- Flags should be made of all-weather material.
- Proper flag etiquette shall be followed.
- Flags may be displayed in the following locations:
 - Attached by a bracket to a deck post with prior approval of the C and D unit owners.
 - Small flags may be placed in flower pots on the front porch or back patios/decks and/or attached by a bracket to the front of the building in a designated spot **approved by the Board with approval of all unit owners in your building.**
 - No vertical flag poles will be allowed to be placed in any grass or patio area— either temporarily or permanently without board approval.

G. Window Treatments

The exterior side of all window treatments shall be white or near white in color. Examples: red drapes must have a white lining on the window side, and brown shutters must be white on the side facing the outside. [1927-84]

VI. INTERIOR

A. Keys

For the protection of each individual owner, the other residents, and the Association itself, the Board recommends that a key to each unit be deposited with someone in your building so that, in the event of an emergency, the Directors, or other authorized person, may enter the unit to remedy the emergency, whether the owner is present or not. Names, addresses, and telephone numbers of persons who have a key to your unit should be listed on the placard in the utility closet on the main floor. Owners should keep this card current.

B. Corridors and Stairways

The passages, vestibules, stairways, corridors, and halls must not be obstructed to hinder entering or exiting the premises or the units. The Fire Code requires an unobstructed width of 36 inches in the lower hallway and on the stairs. This prohibits any furniture, boxes or other obstructions in the stairways or lower corridors. The upper landing must meet the above clearance requirement. The Fire Code also prohibits any furniture or similar items that are combustible from being placed in the hallways.

Ice melt containers are located in the utility closet for use by residents on exterior steps and sidewalks. No personal property can be stored in the utility closet.

Owners may place a rug at the front entrance door and at each of the inside garage doors. Please encourage visitors to wipe their feet on the rugs.

Wall decorations can be placed on walls in common areas only if agreeable to all other building unit owners.

C. Security

The front entrance door in each building can be controlled by the call system in each unit. You are urged to use that call system each time your unit is buzzed to be sure that you know who is at the door before you open it. If you should find that your buzzer is not working or the call system is not functioning correctly, call the Property Manager to have it repaired. Owners may be interested in installing a "Knox Box" entry lockbox at their building entrance. A Knox box allows building access to emergency services such as the CRFD. Contact the Property Manager for approval. Search online "Cedar Rapids Fire Department Knox Box" for more information regarding a Knox Box.

Front doors, garage doors, windows, and inside garage doors to hallways are to be closed when the owner is not present to minimize security problems and prevent animal/bug entrance.

1. Call Box Names

If a name change is required on the entry call box, the Property Manager or a member of the Board of Directors should be contacted.

2. Emergency Cards

Emergency cards are designed to give information to emergency personnel regarding who lives in each Unit, where a key is located to gain access when a resident is unable to answer the door, and/or who your emergency contact person is and how to locate them in an emergency.

Building cards are located in the utility closet in the lower hallway in a clear plastic pouch with a black border.

Each unit owner should write, on the appropriate lines on the card, the name of each person living in the Unit, their work number and family member or neighbor's name and phone number who has a key.

3. Solicitation

Solicitation is not permitted in the Association. Even though you may know the person, other unit owners may not appreciate being solicited.

D. Fire Safety and Smoking

In a multiple dwelling fire safety should be practiced constantly by the occupants of all units. Each condo unit has been equipped with an electric/battery powered smoke alarm(s) which you should test periodically just as you would in a single-family dwelling. There are also smoke alarms located on each level of the hallways which are maintained by the Association. These smoke alarms have a useful life of about ten years.

Within each unit there should be a fire extinguisher of proper size and rating located in an accessible place where it is visible and near an exit. It is up to the unit owners to provide their own fire extinguishers and see that the gauges register adequate pressure. If you have questions, a good source of information is the Fire Marshall's office of the city's fire department. Their phone number is 319-286-5166.

All common areas in each building, specifically the interior corridors and stairways, are designated smoke-free environments. Not only is smoking prohibited in the above areas, but all residents who smoke should keep the doors to their units always closed, so second-hand smoke does not invade these common areas.

Owners are advised to have CO detectors which sound an alarm for the presence of carbon monoxide, an odorless and lethal gas.

E. Bulletin Boards

Bulletin Boards and cork strips are for use by the Lexington East Unit One Owners Association Board to post notices to the owners.

VII. VIOLATIONS, FINES, GRIEVANCES [7649-577]

A. Process

When a violation of the Association Rules and Regulations occurs or a complaint of Association Rules and Regulations is filed by a unit owner, the following procedures will be used to verify, contact, assess fines, and give relief.

1. The infraction will be verified by the Property Manager or Board President. A written document stating the infraction will be given to the violator as soon as possible in which he/she will also be informed of the time available to: 1) correct the violation, and 2) to inform the Property Manager when the violation will be corrected.
2. Violators will be informed by letter of assessed fines and other rights to appeal the fines to the Board.
3. Continued violation for longer than three working days will result in a second offense and the doubling of the fine. The doubling of the previous fine will repeat after each three-day period of violation until cumulative fines reach a maximum of one thousand dollars (\$1000.00), at which time a lien will be filed against the unit owner. Further violations will result in the Board seeking an injunction from the Courts.

B. Fine Structure

1. Times to be used for clearing various infractions are:

<u>Violation</u>	<u>Time to clear up violation</u>
Animal	3 days
Parking	3 days
Deliberate littering/defacing/damaging of common property	3 days
Repeatedly compromising building security	1 day
Other violations:	As established by the Board.

2. Fines levied by the Board of Directors will be as follows:

	<u>First Offense</u>	<u>Continued Offenses</u>

Animal	\$50.00	see para. 3 above
Parking	\$50.00	see para. 3 above
Deliberate littering/ defacing/ damaging of common property	\$50.00	see para. 3 above
Repeatedly compromising building security or repetition of other violations	\$50.00	\$75.00
Other Violations	Fines set by the Board of Directors not to exceed \$250 per violation or cost involved whichever is more.	

3. Violations, flagrant or repetitive, by guests and visitors will be sufficient reason to ask them to leave the Association property.
4. Grievances arising from purported violations of rules by unit residents, or of assessments of fines or of denial by the Board of applications to modify any unit, garage or storage space can be appealed by the aggrieved by requesting, in writing, within 10 days of the violation postmark or denial report's date, a review before the Board of Directors. Decisions of the Board are final in all cases.
5. The request for review may be made by the person(s) aggrieved by providing a written request stating the reason(s) for the review. The request may be given to the Property Manager or Board President. The review will be conducted before a panel of three Board members at a time, place, and date agreed upon by the person requesting the review or another date set by the Board.

C. Review

Reviews shall be conducted under the following guidelines:

1. Representation by legal counsel should not be necessary, however, if the appellant requests to be so represented, the Board has the option of like representation.
2. All witnesses directly involved in the case being heard may be requested to give relevant factual testimony or evidence. Hearsay testimony shall not be allowed.
3. In the event the Review arises from a violation of the Architectural guidelines, an architectural expert may be requested by the Board to be present to give or produce relevant factual testimony or other appropriate evidence.
4. The appellant shall be requested to give his/her testimony and produce other relevant evidence before the panel. All pertinent information shall be reviewed by the panel.
5. Any other witnesses having first-hand, information in reference to the issue under review may be requested to speak before the panel.
6. The Review shall always be conducted and controlled by the Review Chairperson and be reasonably informal.
7. There shall be no taping of the Review by either audio or video.
8. After all testimony has been heard and evidence produced, the chairperson shall call the Review closed.

The Board of Directors shall render a decision no later than the second Wednesday following the date of the hearing. A majority vote shall be final.