

CLARIFICATION OF DECLARATION

Belden Court Owners Association, Inc.

At the last annual meeting of the Association held on October 23, 2001, the members directed the Board of Directors to clarify the responsibility of members as to plantings and other improvements located on condo property. This Clarification is deemed consistent with the terms "General Common Elements" and "Limited Common Elements" as defined by Article IV of the Declaration.

For the purposes of this instrument, the words "home" and "property" shall refer to not only a unit or structure but shall also include all the land adjacent to and reasonably attributed to a particular unit or structure. This shall include front, side and back yards.

The words "plantings" and "improvements" shall include all such presently in existence or hereafter in existence. The terms "plantings" and "improvements," except as otherwise noted, shall apply to bushes, shrubs, trees, or other growth, or something decorative or supportive of the property such as railroad ties, edgings and gravel. "Improvements" shall include the units but shall not include those structures such as a garden house, playhouse or shed or other outbuilding of any kind, all of which are prohibited.

This Clarification shall not apply to plantings or improvements that are exclusively owned and maintained by the Association, such as trees adjoining Glass Road or border fences.

The Association has final authority as to all plantings and improvements located on the land of each home, regardless of who planted or placed them thereon or when such was done, subject, however, to the following.

Each homeowner shall be solely responsible for the replacement, maintenance, expense, and care of all plantings and improvements, except trees, located on his or her property, regardless of who planted or placed the same thereon. Such replacement, maintenance, care, and new plantings, if any, shall be reasonably in keeping with the general décor of the other condo properties.

The Association shall be solely responsible and pay for the planting, trimming, replacement, maintenance, expense, and care of trees. However, a homeowner may, at his or her own expense, trim or otherwise replace, maintain, and care for trees on his or her property as long as such is done in keeping with the general décor of the other condo properties. However, no new plantings of trees of a different species or in a different location shall be done without Board approval.

Subject to the above, each homeowner may add or replace existing plantings or make improvements to edging or rock areas at his or her own expense. Any replacement or addition of bushes, shrubs, decorative garden areas, or trees shall require Board approval prior to any work being done and all changes must remain in keeping with other condo property. Any expense associated therewith shall be solely borne by the homeowner. However, if a homeowner believes that the expense thereof should be borne by the Association, then, before incurring any such expense or making any such change, the homeowner shall contact the Board for a determination thereof. Vegetable gardens or areas are strictly prohibited.

The Association has the control of the exterior of all units, including, but not limited to, the siding and roof. Nonetheless, each homeowner shall be solely responsible for the maintenance, replacement, and care of the exterior of his or her own unit including, but not limited to, the siding and roof. The cost of such maintenance and care shall be solely the responsibility of such homeowner. Before a homeowner performs any maintenance or care, other than routine, minor repair, to the exterior of his or her unit, then he or she shall secure the approval of the Board for such action. If the unit is part of a duplex, then the two duplex homeowners shall agree on the action to be taken, which shall be identical to each duplex unit. If they are unable to agree, then the Board shall make the decision for them.

In the event a homeowner, in the judgment of the Board, fails to reasonably maintain or care for his or her own property, then the Board may, after giving such homeowner a reasonable time after written notice to rectify the situation, correct the problem. In such an event the homeowner shall be assessed the actual cost of all expenses associated therewith.

Any prior rule of the Association in conflict herewith is hereby amended to conform with this Clarification.

Upon adoption, a copy of this Clarification shall be immediately placed of record with the Linn County, Iowa, Recorder by the Secretary of the Association.

It is hereby certified by Bud Kudart, Secretary of the Association, that the above Clarification was duly adopted by the members of the Association at its annual meeting held on the 21st day of October, 2002.



Secretary