DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR FRANKLIN PLACE, A CONDOMINIUM

The undersigned, DBT, Investments, LC (referred to hereafter as "Developer"), hereby causes to be executed and hereby executes this instrument of declaration of submission of property to a horizontal property regime to be known as "Franklin Place, A Condominium" (referred to hereafter as "Condominium"). all pursuant to Chapter 499B, Code of Iowa, entitled "Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the office of the Recorder, Delaware County, Iowa.

ARTICLE I

PURPOSES AND CERTAIN DEFINITIONS

1. Purpose. The purpose of this Declaration is to submit and convey the lands hereinafter described and the buildings and other improvements constructed or to be constructed thereon to the condominium form of ownership and use pursuant to Iowa law.

2. Definitions. The terms employed shall have the meanings given them in Chapter 499B, Code of Iowa, unless the context or the more particular provisions of any condominium document requires a different one. Certain terms are used as follows:

(a) Plural and Gender. All words or phrases shall be taken to include the singular or plural according to context and to include the female, male or neuter gender as may be applicable.

(b) Successors. Reference to Developer, owner, or to any entity or association shall include the respective successors, grantees and assigns thereof.

(c) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense and use of the future tense shall include the past or present tense as may be applicable, particularly where the subject matter relates to completion of an improvement that has not been or already has been completed as the case may be.

(d) Unit. Unit means generally an area defined by surfaces or planes which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.

(e) Building. The term "building" as used herein shall refer to the building or buildings which contain the units.

FILE No. 286-3425
RECORDING FEE $ 240.00
TRANSFER FEE $
FILED FOR RECORD THE 19 DAY OF May, 1993 AT 1:58 O'CLOCK P. M. BOOK 4 PAGE 16
STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Misc. A-100

(f) Condominium Documents and Property. This Declaration and all exhibits attached hereto constitute the condominium documents. The terms "condominium property" or "the property" include all property, real, personal or mixed, including such as are sometimes referred to as "facilities" submitted now or hereafter to the regime, or owned by the Association if context requires, other than the sole personal property of Developer or any owner.

(g) Franklin Place Owners Association, Inc. A non-profit corporation organized under Chapter 504A, Code of Iowa, to serve as the council of the owners of the units submitted to this regime, sometimes referred to hereafter as the "Association."

(h) Bylaws. The Bylaws of Franklin Place Owners Association, Inc.

ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS; PRINCIPAL MATERIALS

1. Land. The land hereby conveyed and submitted to the Horizontal Property Regime is situated in Delaware County, Iowa, and is legally described as follows:

That part of Lots One Hundred Forty Two (142) and One Hundred Forty Three (143), Manchester, Iowa, according to plat recorded in Book H, L.D., Page 186, described as commencing at the Southeast corner of Lot One Hundred Forty Two (142) and running thence North on the East line of said Lot One Hundred Forty Two (142) sixty seven and five one-hundredths (67.05) feet to a point in the center of a brick wall, thence West along the center of the brick wall forty seven and eight-tenths (47.8) feet to a point sixty six and six-tenths (66.6) feet North of the South line of said Lot One Hundred Forty Two (142), thence North twenty seven one-hundredths (.27) feet, thence West along the center line of a brick wall and said line produced forty five and two-tenths (45.2) feet to a point twenty seven (27.0) feet West of the East line of Lot One Hundred Forty Three (143) and sixty six and eighty seven one-hundredths (66.87) feet North of the South line of said Lot One Hundred Forty Three (143), thence North sixteen and forty three one-hundredths (16.43) feet to a point eighty three and three-tenths (83.3) feet North of the South line of said Lot One Hundred forty three (143), thence West thirty nine (39.0) feet to the West line of said Lot One Hundred Forty Three (143), thence South to

the Southwest corner of said Lot One Hundred Forty Three (143), thence East to the point of beginning; and the West twenty (20.0) feet of the South thirty seven (37.0) feet of the North forty two (42.0) feet of Lot One Hundred Forty Three (143), Manchester, Iowa, subject to easement described in deed recorded in Book 9, Page 496&c.

2. Plat and Site Plan. There shall be attached hereto, as Exhibit A and hereby made a part hereof, pursuant to Section 499B of the Code of Iowa, a plat of survey of the land submitted to the Horizontal Property Regime and a Site Plan showing the location of the dimensions of the building hereby submitted to the Horizontal Property Regime. The original survey and plat described herein are recorded in Book 7 Plats, Page 14 of the records of the Delaware County Recorder. Said Exhibit A shows graphically the land submitted to the Regime and shows the location of dimensions of the building and the location, dimensions and area of certain common elements either as they now exist or as they are proposed.

3. Particulars of Building and Units. The building consists of three floors with the basement being a parking area; the first floor containing Units 9, 10 and 11, with Units 9 and 10 being commercial retail outlets and Unit 11 being a residential or commercial unit; the top floor consists of eight residential units with all residential units containing a kitchen, living/dining area, a full bath and a storage space above the ceiling housing the mechanical improvements. Units 1, 2, 5, 6 and 7 have two bedrooms and Units 3, 4 and 8 have one bedroom. Units 1 through 8 each have a storage area in the basement and a parking space in the basement as well as access to the basement through a driveway/ramp in the Northwest corner of the building and an elevator serving the basement, main floor and top floor.

4. Principal Materials. The principal materials of the building consist of concrete and steel with brick facing on the outside of the building. Interior elements on the top floor are constructed of stud walls with the exterior walls being filled with insulation covered with one-half inch sheet rock.

ARTICLE III

EXHIBITS; IDENTIFICATION OF UNITS

1. Exhibits Attached. The location of Units 1 through 11 and the number of rooms for each unit and the dimensions thereof and the area of the units and the common area to which Units 1 through 8 have access and the common area to which Units 1 through 11 have access are all shown and depicted by survey, plans and/or graphically insofar as possible by the following exhibits attached hereto and made a part hereof:

Exhibit A Plat of Survey of Land and Site Plan.

Exhibit B	First floor plan
Exhibit C	Basement floor plan
Exhibit D	Top floor plan
Exhibit E	Area above top floor units
Exhibit F	East and South elevations of building

The Certificate of Engineer and Certificate of Architect with respect to said Exhibits is attached to their respective Exhibits.

2. Identification of Units by Number. Each unit is identified and described by a number assigned to it and such number and the location of each unit are set forth on the Exhibits. Exhibit G also sets forth the percentage interest of undivided ownership in the land and other common elements of the regime which is appurtenant to each unit as explained in detail in Article V. Exhibit G also sets forth the location, approximate area and number of room of each unit.

ARTICLE IV

DESCRIPTION/DEFINITION OF COMMON ELEMENTS AND UNITS

The Condominium consists of one building with 11 separate units individually owned by the owners thereof and of common property (sometimes referred to as "common elements") which are owned in common by the owners of the respective units. The common elements are either "general common elements" or "limited common elements" and the same, together with the units, are described and defined as follows:

1. General Common Elements for Units 1 through 11. The general common elements for all units, being Units 1 through 11, are the land described in Article II and all improvements, devices or installations existing for the common use. General common elements shall include the common water, sewer and electrical system and meters therefor, perimeter sidewalks, landscaping and plantings which do not pertain to a particular unit, the common hallway on the West end of the main floor and exits at either end of said hallway and personalty acquired by the Association for its function as the council of co-owners.

2. General Common Elements for Units 1 through 8. In addition to the general common elements referred to in paragraph 1 of Article IV hereof, Units 1 through 8 shall use in common the following elements: the driveway on the Northwest part of the main floor of the building, the ramp to the basement, the basement parking area and storage area, the elevator, the hallway on the top floor, the stairways on the East and West ends of the building leading from the top floor to the main floor, the common storage area above the top floor and the entry area leading to the elevator on the east side of the main floor.

3. Limited Common Elements. The common property which is specified and determined to constitute a limited common element for the use of a unit includes all of the common property which pertains to and which is reserved to the use of a unit, including without limitation, all of the structural and non-structural elements of the unit, and all fixtures, attachments, machines, equipment and utility and service lines which pertain to the use of the unit.

4. Units. Each unit shall consist of the area between the interior surfaces of its perimeter walls and between the lower surface of the ceilings and the upper surface of the floors. In all cases, a unit shall include and be defined by the surfaces referred to and shall include any non-load bearing partitions within.

ARTICLE V

FRACTIONAL INTEREST OF EACH UNIT IN THE COMMON ELEMENTS; VOTING RIGHTS

The owner of each unit shall own as an appurtenance thereto an undivided interest in the lands and other common elements of the regime, both limited and general, and the amount of such undivided interest is expressed as a percentage. Such ownership interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to a particular home. The sum of the percentage interests appurtenant to the homes is one and the amount of ownership interest appurtenant to each is set forth in Exhibit H attached hereto. The limited common elements serving only Units 1 through 8 are shown on Exhibit D.

The percentage interest appurtenant to each unit is also expressed and may be exercised in terms of the number of votes the owner may cast as such owner or as a member of the Association. In the event of damage or destruction to all or a substantial portion of the property, an affirmative vote of unit owners owning 75 percent or more of the votes as set forth in Exhibit G shall be needed to determine whether to rebuild, repair, restore or sell the property.

With respect to the general common elements for Units 1 through 11 as referred to in subparagraph 1 of Article IV hereof, determinations on repair, replacement and maintenance of such elements shall be made pursuant to an affirmative vote of 66 percent of the votes to be cast by the owners of the units pursuant to the percentages as set forth on Exhibit H.

General repairs and maintenance to the roof area, the exterior to the building and the common elements of the building as well as the general common elements of Units 1 through 11 shall be paid for as follows: 40 percent thereof by the owners of Units 9, 10 and 11 and 60 percent thereof by the owners of Units 1 through 8. The individual percentage of payment of said

repairs and maintenance for each said Unit shall be set forth in Exhibit H. Insurance for the building shall be voted on and paid for pursuant to the provisions as set forth on Exhibit H for Units 1 through 11. With respect to the general common elements for Units 1 through 8 as referred to in subparagraph 2 of Article IV, the votes shall be cast by the owners of said Units 1 through 8, the owner or owners (collectively) of each unit shall be entitled to cast one vote. In those portions of the condominium documents dealing with determinations to be made by the owners as such or as members of the Association, a requirement that a stated percentage of votes is necessary is equivalent to a requirement that owners who own in the aggregate such stated fraction of the total interest in the common elements must vote in favor of the question to take or approve the proposed action.

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision of the condominium documents to the contrary, to sell, lease, or rent units without restriction of any kind. Developer shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of units, including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show units. A sales and rental office, signs and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain its separate property. Developer retains the right to be and remain the owner of proposed but uncompleted units and completed but unsold units all under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease. With respect to completed but unsold units, the Developer shall pay a monthly assessment equal to the same monthly assessment as paid by other owners.

2. Designation of Association Directors. Developer shall have the right to nominate or appoint all of the members of the Board of the Association, who need not be owners of units, until the first annual meeting of the members of the Association in 1993 or until any earlier annual or special meeting, if at such earlier meeting Developer elects to relinquish to the Owners Association the right to elect such Board of Directors. If Developer does not exercise its right to nominate or appoint the members of the Board, the Owners Association shall elect directors.

3. Assignment of Developer's Right. Developer may assign its rights under this Declaration without the consent of unit owners or the owners association.

ARTICLE VII

APPURTENANCES TO UNIT OWNERSHIP AND TRANSFER THEREOF, SUBDIVISION

1. Appurtenances. The ownership of each unit shall include all of the appurtenances thereto, including, but not limited to, the following:

(a) Fractional Interest in Ownership of Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each unit and the ownership thereof a fractional interest of ownership in or liability for (1) the general common elements, (2) the limited common elements; (3) the funds and surplus, if any, of the Association, and (4) the common expenses and liabilities of the Association. Such fractional interest of ownership or liability shall be identical as to each of the four aspects thereof above named, and the amount of such fractional interest or liability shall be the amount fixed for each unit by Exhibit H pursuant to Article V according to the interest of each unit in the entire regime.

(b) Encroachment Easements. If any portion of the common elements encroaches upon any unit or any other portion of the common elements, or if any unit encroaches upon any other unit or upon any portion of the common elements upon completion of construction, or if any of such encroachments shall occur thereafter as a result of shifting or settling of a building or from alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements or a unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the building, common elements and units exist.

(c) Cross Easements. The appurtenances shall include, so long as the building, common elements and units exist, easements from each unit owner to each other unit owner and to the Association and from the Association to the respective unit owners as required as follows:

(i) Ingress, Egress and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the unit and through the common areas and the units for purposes of maintenance, repair, replacement or reconstruction of each as authorized;

(ii) Support. Every portion of a unit contributing to the support of a building is burdened with an easement of support for the benefit of all other units and common elements in or of the building;

(iii) Utility and Other Services. Easements are reserved through the units and common elements for conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other units and common areas, provided such easements through a unit shall be only according to the plans and specifications for the buildings unless otherwise agreed by the unit owner.

(d) Possession and Use of Unit, Including Air Space. In addition to the fee simple ownership of a unit, there shall be as an appurtenance thereto an exclusive easement for the possession and use of the air or room space within the unit and to the limited common elements of that unit as the same exists from time to time or as altered or reconstructed from time to time subject to necessary and authorized easements for maintenance, repair and the like; which appurtenance shall be terminated automatically in the event of termination of the regime.

2. Assignment or Transfer of Appurtenances; Severance. The ownership of each unit shall include and there shall pass and be transferred in the event of any transfer of ownership of such unit as a parcel of realty or of any owner's right, title or interest therein, whether by deed, mortgage, by other instrument, or otherwise than by an instrument, all of the appurtenances thereto whether enumerated and separately described or not; and no part of the appurtenant interest of any unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other distribution of the unit itself or all units in the regime.

3. Subdivision. No unit shall be subdivided.

4. Liens. Taxes, assessments, judgments and any other matter against a unit owner which may give rise to a lien shall be a lien only against the unit owner's unit and not against any other unit or the common elements.

ARTICLE VIII

MANAGEMENT OF THE REGIME

1. Council of Co-Owners; Membership, Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa, which corporation is and shall constitute the council of the co-owners of the regime, all as provided by Section 499 B.2(3), Code of Iowa. Copies of its Articles of Incorporation and its Bylaws are attached hereto as Exhibits I and J. All owners of units shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of unit owners as a group is

required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association and the Bylaws.

ARTICLE IX

MAINTENANCE, ALTERATION AND IMPROVEMENTS

1. Terms. Although the use of one shall not be deemed to exclude the applicability of another unless specifically so stated or required by the context, certain terms not susceptible to precise delineation are employed in this Article as follows: "Maintenance" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when constructed and completed by Developer; "alteration" relates to changes from such state other than maintenance; "improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration. The provisions of this Article are applicable where the work done or required is not caused by a specific casualty or event and shall also apply in the event of maintenance, alteration or improvement necessitated by a specific casualty or event unless different provision is specifically made in the condominium documents dealing with such contingencies.

2. Maintenance by Association.

(a) All general common elements and facilities shall be maintained by the Association as a common expense unless responsibility is otherwise imposed on a unit owner by paragraph 3 of this Article or otherwise.

(b) Incidental damage caused to a unit through maintenance by the Association shall be repaired by the Association as common expense.

(c) If a unit owner defaults in his responsibilities of maintenance, the Association shall assume the same as a common expense and levy a special assessment against the unit collectible as other assessments.

(d) The Association shall arrange for required snow removal, including removal from all driveways, to be paid for as a common expense.

3. Maintenance by Owner.

(a) It shall be the responsibility of each unit owner, at his or her own expense, to provide all maintenance of and within his or her unit as defined by Article IV, paragraph 3, including maintenance of all limited common elements reserved solely to the use of his or her unit, or in conjunction with other units.

(b) The unit owner shall likewise maintain at his or her expense any improvements or alterations subsequently added by him or her and it shall be his or her duty to perform said maintenance without disturbing the rights of other unit owners and to report promptly to the Association any defects or need for repairs which are the initial responsibility of the Association or with respect to which the Association otherwise has authority to act.

(c) The Board of Directors shall have the power to assign certain maintenance expenses to a separate unit if such maintenance expenses can be attributed to a separate unit. This shall not apply to expenses which, although identifiable to a unit, are expenses incurred commonly, from time to time, with respect to all units, but shall apply only to expenses which are unique to a unit.

4. Responsibility of Owner; Insurance Proceeds. The owner of a unit shall be responsible and liable for the expense of any maintenance rendered necessary by his act, neglect or carelessness or that of his family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association from being applied to discharge such expense, in whole or in part; provided further: Nothing herein stated shall be construed to modify subrogation rights of or any modification thereof by insurance companies.

5. Maintenance Involving More Than One Unit. If maintenance is required involving more than one unit, the Association, in order to provide centralized direction, may assume responsibility therefor and provide for the same, in whole or in part, as a common expense assessable in the discretion of the Board to all owners or to the owners of the units involved.

6. Alteration or Improvements by Unit Owner. No unit owner shall make any alteration of or improvement to a unit or to any of the common elements or remove any portion thereof without approval of the Board of Directors of the Association as to the proper insurance of such alterations or improvements under a master insurance policy, if any, purchased by the Association or by an insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. In addition, no such alteration or improvement shall be made unless the Board of Directors shall approve the design and safety thereof and no work by an owner is permitted which will jeopardize the soundness of a building or impair any easement. Any alteration or improvement of a unit shall neither increase nor decrease the fractional interest in the common elements appurtenant to that unit.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of each unit and of its appurtenances and of the common elements of the regime shall be subject to covenants, conditions, easements, or other encumbrances of record and to the provisions of the Bylaws and Articles of Incorporation of the Association and of this Declaration, all of which provisions, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition, restriction, and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against all units and the owners thereof and their respective assigns, occupants, and successors in interest. The following particular covenants, conditions, restrictions and requirements are hereby noted and set forth:

1. No owner of a unit shall convey or mortgage such unit unless and until all sums due the Association by way of assessment of any kind or other charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee or mortgagee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of any of same to the owner. The Association shall in any event issue a written statement under signature of an officer or management contractor to such grantee or mortgagee verifying the status of all assessments or charges affecting the unit, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

2. No unit owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto or erect any For Sale of other sign or otherwise disturb or affect the same without the prior consent of the Board of Directors.

3. The owner of each unit covenants and agrees not to engage in or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by the Association or by any owner.

4. No animal pen, shed, deck, patio, fence or other outbuilding or structure of any kind shall be erected by a unit owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners. No fire hazard or unsightly accumulation of refuse is allowed. All laws, ordinances and the regulations of governmental bodies shall be observed by the owners and the Association.

5. Each unit owner covenants and agrees with all other unit owners to repair and maintain, rebuild and reconstruct his own unit and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay his separately metered utility expenses.

6. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern: The Board (a) may approve temporary structures, the same being otherwise prohibited, (b) may regulate or prohibit the ownership and use of pets, motorcycles or other power driven equipment, and (c) may prohibit the use of flags, banners and grills.

7. Units shall be used and occupied only for single family dwelling purposes and other common living arrangements as may be approved by the Board of Directors.

ARTICLE XI

INSURANCE

The insurance which shall be carried on the condominium property and the property of the unit owners shall be governed by the following provisions:

1. Casualty, Common Elements. The Association shall purchase casualty and extended coverage insurance upon the condominium property, except for the benefit of the unit owners and their respective mortgagees as their interests may appear, it not being necessary in said policies to name the owners or mortgagees. Payments for losses thereunder shall be paid to the Association as the agent for said owners and their respective mortgagees as their interests may appear.

2. Personal Property Liability. Each unit owner may obtain insurance at his own expense affording coverage upon his personal property and for his liability.

3. Coverage, Casualty Insurance. All units and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually for the insurance company affording such coverage. All personal property included in the Common Elements shall be insured for its value. Any insurance so obtained shall be subject to such deductible clauses as may be approved by the Association in order to obtain coverage at reasonable costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as

from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

4. Coverage, Public Liability. Public liability insurance shall be purchased by the Association in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, water damage, off premises employee coverage, hired automobile and non-owned automobile liability coverages.

5. Cross-Liability Endorsements; Subrogation Waiver. All liability insurance shall contain cross-liability endorsements to cover liabilities of the unit owners as a group to a unit owner. All fire and extended coverage insurance shall provide that the insurer waives its right of subrogation as to any claim against the unit owners, the Association and their respective employees, agents and guests.

6. Other Insurance. The Board shall obtain workmen's compensation policies to meet the requirements of law and shall obtain such other insurance as the Board determines desirable.

7. General Policy Provisions. If agreeable to the respective insurers, the policies procured by the Association and the owners shall, where applicable, include provisions that they shall be without contribution or pro ration and that the doctrine of "no other insurance" shall not apply; that the conduct or default of any one or more owners will not constitute grounds for avoiding liability under doctrines of warranties, conditions or forfeiture with respect to increase in hazard or vacancy clauses or other conditions or warranties purporting to relieve a carrier of its obligations; for payment of common expenses with respect to damaged units during the period of reconstruction patterned after "use and occupancy" riders; for sub-policies specifying the portion of any master policy earmarked for each owner's interest. Reference to all or any of the foregoing provisions is for the purpose of providing flexibility and certainty and is not to be interpreted as constituting an admission that any of the doctrines or rights referred to are applicable or would exist in the absence of a specific provision or waiver referring to the same.

8. Use of Proceeds. If the damage for which the proceeds of casualty insurance are paid to either the Association or any owner, as the case may be, it is to be repaired or reconstructed, the insurance process shall be paid to defray the cost thereof as elsewhere provided herein. If any proceeds are remaining after defraying such costs, such proceeds shall be retained by the named insured or his mortgagee, as their interest may appear. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be retained by said named insured or his mortgagees, as their interest may appear.

9. Enforcement by Mortgagees. Certain provisions in this Article entitled "Insurance" are for the benefit of mortgagees as well as owners of condominium units, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

ARTICLE XII

RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property. Specifically, the unit owner shall be responsible for reconstruction and repair after casualty of the unit, its limited common elements and that portion of the building in which the unit is located. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

2. Calibre of Work. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, unless a change therein is permitted by the unanimous consent of at least seventy-five percent (75%) of the unit owners voting thereon at a meeting of the Association called for such purpose.

3. Payment of Costs. If the unit owner does not, within fifteen (15) days of the date of the damage or destruction to his unit and the limited common elements whose use is reserved to said unit, advise the Association in writing of the owner's determination to repair, reconstruct or rebuilt, the Association may, in the manner hereinafter provided, determine to so repair, reconstruct or rebuild, as the case may be, and in such event:

A. The insurance proceeds payable on account of such casualty shall be utilized by the Association and the owner to defray the expenses thereof, and

B. To the extent that such insurance proceeds are inadequate to defray such expenses, the Association shall have a lien against the unit to the extent of such inadequate coverage and shall levy a special assessment in said amount against the unit collectible as other assessments.

In the event the Association so proceeds with repair, reconstruction or rebuilding as herein contemplated, the determination of its Board of Directors as to what constitutes adequate repair, reconstruction or rebuilding shall be binding on the owner and the owner shall have no claim of any kind against the Association or any of its officers, directors or representatives on account of such repair, reconstruction or rebuilding or account of any claimed failure in that regard.

ARTICLE XIII

AMENDMENT

Amendment of this Declaration and the necessity therefor shall be governed by the following:

1. Fractional Interest. The fractional interest in the common elements appurtenant to a unit, except as provided in Article VI, may be amended only by unanimous consent of all unit owners and their mortgagees, provided, in the event of condemnation of any unit or of long-term obsolescence, the same may be adjusted and may be amended as provided in paragraph 4 of this Article.

2. Contracts Excepted. No lawful agreement entered into by the Association shall require an amendment of this Declaration, provided the same is not in conflict herewith.

3. Developer's Rights. Neither Article VI nor any other provisions of this Declaration affecting the rights of the Developer shall be subject to amendment without the written consent of Developer and any attempt to so amend this Declaration without such prior written consent shall be null and void.

4. General Procedure. Except as otherwise provided in this Article, this Declaration may be amended other than pursuant to an amendment to the Bylaws:

(a) By the unanimous written agreement of all unit owners.

(b) By the owners acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting as to which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%) of the total votes outstanding and entitled to be cast pursuant to the percentage of undivided ownership as set forth in Exhibit G attached hereto. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors is not required of an amendment thus adopted.

5. Execution and Recording. An amendment pursuant to paragraph 1 or paragraph 4(a) of this Article shall be effective when executed and acknowledged by all owners and mortgagees, as the case may be, with the formalities of a deed and recorded in the Recorder's Office, Delaware County, Iowa. An amendment adopted pursuant to paragraph 4(b) shall be effective when a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Corporation by its President or a Vice-President and Secretary or an Assistant Secretary with the formalities of a deed and acknowledged as having been thus executed by authorization of the owners as herein provided, and is recorded in the Recorder's Office, Delaware County, Iowa.

ARTICLE XIV

EFFECTIVE DATE; POSSESSION OF COMMON ELEMENTS; CONDEMNATION AND OBSOLESCENCE; PARTITION; SEVERABILITY; ARTICLES OF INCORPORATION AND BYLAWS OF ASSOCIATION; CHAPTER 499b, CHAPTER 504A, CODE OF IOWA

1. Effective Date of Fractional Interest. The fractional ownership interests in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exist for all purposes irrespective of any actual occupancy or use and whether the units are constructed, proposed, sold or unsold.

2. Possession of Common Elements. Each unit owner, the Developer, and the Association may use the common elements other than the limited common elements for the purposes for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

3. Condemnation and Obsolescence. The contingencies of condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or by Bylaws as the case may be.

4. Partition. The common elements shall remain undivided and neither a unit owner nor any other person or organization may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all of the property from the regime pursuant to Section 499B.8, Code of Iowa, as the same now exists or may hereafter be amended, or a specific determination not to repair, reconstruct, or rebuild with the consequences set forth in Section 499B.16 thereof.

5. Severability. The invalidity of any covenant, restriction, agreement, undertaking, or other provisions of any condominium document shall not affect the validity of the remaining portions thereof.

6. Articles of Incorporation and Bylaws of Association. The provisions of the Articles of Incorporation of the Association and the Bylaws of the Association attached hereto are by reference incorporated herein and are a part of this Declaration the same as if they were fully set forth herein and the owners of units are bound thereby.

7. Chapters 499B and 504A, Code of Iowa. Wherever herein reference is made to Chapter 499B or any section thereof, or Chapter 504A or any section thereof, Code of Iowa, it is intended that such reference shall include the provisions of such Code

sections as they now exist or may hereafter be amended, and if a question arises thereunder at some time in the future, the specific section of the Code in its then form shall be applied.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 17th day of May, 1993.

DBT INVESTMENTS, LC

By _____
Thomas Hanson
Member and Manager

By _____
Douglas Palmer
Member and Manager

By _____
Robert Emerson
Member and Manager

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

On this 17th day of May, 1993, before me, the undersigned, a Notary Public in and for said State personally appeared Thomas Hanson, Douglas Palmer and Robert Emerson, to me personally known, who, being by me duly sworn, did say that they are the Members and Managers of DBT Investments, LC, a limited liability company; that said instrument was signed on behalf of said limited liability company by all of its members; that the said Thomas Hanson, Douglas Palmer and Robert Emerson acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it and by them voluntarily executed.

NOTARIAL SEAL IOWA
JANET R. OAKLEAF
MY COMMISSION EXPIRES
October 10, 1994

_____
Notary Public In and For
the State of Iowa

SURVEY AND PLAT OF:

Deed Description:

That part of Lots One Hundred Forty Two (142) and One Hundred Forty Three (143), Manchester, Iowa, according to plat recorded in Book H, L.D., Page 186, described as commencing at the Southeast corner of Lot One Hundred Forty Two (142) and running thence North on the East line of said Lot One Hundred Forty Two (142) sixty seven and five one-hundredths (67.05) feet to a point in the center of a brick wall, thence West along the center of the brick wall forty seven and eight-tenths (47.8) feet to a point sixty six and six-tenths (66.6) feet North of the South line of said Lot One Hundred Forty Two (142), thence North twenty seven one-hundredths (.27) feet, thence West along the center line of a brick wall and said line produced forty five and two-tenths (45.2) feet to a point twenty seven (27.0) feet West of the East line of Lot One Hundred Forty Three (143) and sixty six and eighty seven one-hundredths (66.87) feet North of the South line of said Lot One Hundred Forty Three (143), thence North sixteen and forty three one-hundredths (16.43) feet to a point eighty three and three-tenths (83.3) feet North of the South line of said Lot One Hundred forty three (143), thence West thirty nine (39.0) feet to the West line of said Lot One Hundred Forty Three (143), thence South to the Southwest corner of said Lot One Hundred Forty Three (143), thence East to the point of beginning; and the West twenty (20.0) feet of the South thirty seven (37.0) feet of the North forty two (42.0) feet of Lot One Hundred Forty Three (143), Manchester, Iowa, subject to easement described in deed recorded in Book 9, Page 496&c,

Hereinafter and more accurately described as follows:

Survey Description:

Parcel C, being parts of Lots 142 and 143, City of Manchester, Delaware County, Iowa, according to the plat recorded in Book H, L.D. page 186, and more particularly described as follows: Beginning at the Southeast Corner of said Lot 142; thence North 00°-10'-15" East 67.05 feet along the East Line of said Lot 142 to a point in the center of a brick wall; thence South 89°-27'-45" West 47.80 feet along the center of said wall to a point 66.60 feet North of the South Line of said Lot 142; thence North 00°-00'-00" West 0.27 feet; thence South 90°-00'-00" West 45.20 feet along the centerline of a brick wall and the West Extension of said centerline to a point 27.00 feet West of the East Line of said Lot 142; thence North 00°-07'-45" East 16.43 feet to a point 83.30 feet North of the South Line of said Lot 143; thence North 00°-07'-45" East 37.00 feet along the East Line of the West 20.00 feet of said Lot 143; thence South 89°-53'-30" West 20.00 feet along the North Line of the South 37.00 feet of the North 42.00 feet of said Lot 143 to the West Line of said Lot 143; thence South 00°-07'-45" West 120.30 feet along the West Line of said Lot 143 to the South Line of said Lot 143; thence South 90°-00'-00" East (Record Bearing) 132.00 feet along the South Line of said Lots 142 and 143 to the Point of Beginning, containing 0.234 Acre, subject to easements of record.

Surveyor's Report and References:

After examining existing records and taking field measurements, I have found the following:

1) There are three subdivision plats showing three different configurations of Lots 88, 89, 90, 91, 142, 143, 144 and 145 of the City of Manchester, Delaware County, Iowa, all being recorded in the Delaware

Exhibit A-1

County Recorder's office. The three subdivision plats are recorded in Book F, page 373; Book H, page 186; and Book I page 284.

2) According to existing deed descriptions, found monumentation, existing alleys and occupation lines, Lots 90, 91, 142, and 143 appear to match the subdivision plat recorded in Book H, page 186, while Lots 88, 89, 144 and 145 appear to match the subdivision plat recorded in Book I, page 284.

3) Therefore, as shown on the attached Plat of Survey, I have surveyed parts of Lots 142 and 143 in conjunction with the plat recorded in Book H, page 186, which is called for in the Warranty Deed description being surveyed and reacorded September 16, 1991, in Book 50, page 378, on file in the Delaware County Recorder's office, Manchester, Iowa.

SURVEYOR'S CERTIFICATE

I, Lyle G. TeKippe, hereby certify that this Survey, the above Description, and attached Plat were made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa. This Survey was completed on January 28, 1993, at the request of Thomas Hanson of D.B.T. Investments, L.C.

Signed: Lyle G. TeKippe

Lyle G. TeKippe, P.E. & L.S.
Iowa License #7060

Subscribed and sworn to before me by Lyle G. TeKippe this 12th day of February, 1993.

GARY L. CASADY
MY COMMISSION EXPIRES
June 21, 1993

Notary Public in and for the State of Iowa

OWNER'S ACKNOWLEDGEMENT

DBT Investments, L.C., a Limited Liability Company, organized under the laws of the State of Iowa, does hereby acknowledge and approve the above description and attached Plat.

DBT INVESTMENTS, L.C.

By Thomas Hanson - Member

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 1st day of March, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Thomas Hanson, to me known, being first duly sworn, did say that he is one of the members of DBT Investemnts, L.C., a Limited Liability Company, and that the instrument was signed on behalf of the Limited Liability Company by authority of the members and the member acknowledged the execution of the instrument to be the voluntary act and deed of the Company, by it and by the member voluntarily executed.

Vonda Billhorn

Vonda Billhorn — Notary Public in and for the State of Iowa

VONDA BILLHORN
Iowa
NOTARIAL SEAL

TeKIPPE ENGINEERING, P.C.
128 South Vine Street
West Union, Iowa 52175
Phone #319/422-5131

Exhibit A-2

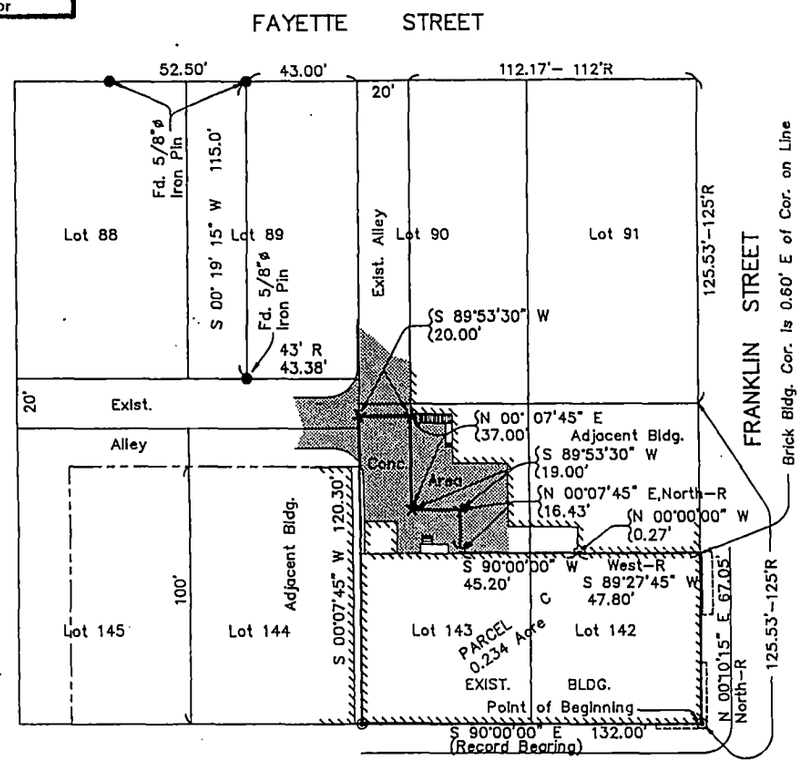
FILED
Date 3-1-93
Cheryl Stufflebeam
Dep. County Assessor

FILED
DEBORAH L. PEYTON
DELAWARE COUNTY AUDITOR

MAR 1 1993

Plat of Survey

Parcel C, being parts of Lots 142 & 143, City of Manchester, Delaware County, Iowa



NOTE: Conc. Foundation ranges from 0'–0.5' beyond Bldg. edge on N & W sides of Bldg.

LEGEND

- Found Survey Marker ●
- Set 1/2"ø Rebar with cap ⊙
- Survey Boundary
- Cut 'X' in concrete X
- Cut 'V' in conc. foundation V
- Recorded as R
- Building Edge
- Awning

PROF. ENGR. & LAND SURVEYOR
LYLE G. TeKIPPE 7060
IOWA

N

GRAPHIC SCALE
20 0 10 20 40 80
(IN FEET)
1 inch = 40 ft.

Requested by:
Thomas Hanson of D.B.T. Investments, L.C.

Proprietor:
D.B.T. Investments, L.C.

I hereby certify that this plat, map, survey or report was made by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

Signed: Lyle G. TeKippe Date: 2-12-93
Lyle G. TeKippe Iowa Reg. #7060
My Registration Expires December 31, 1994

TeKIPPE ENGINEERING, P.C.
128 SOUTH VINE ST.
WEST UNION, IOWA
PHONE (319)422-5131

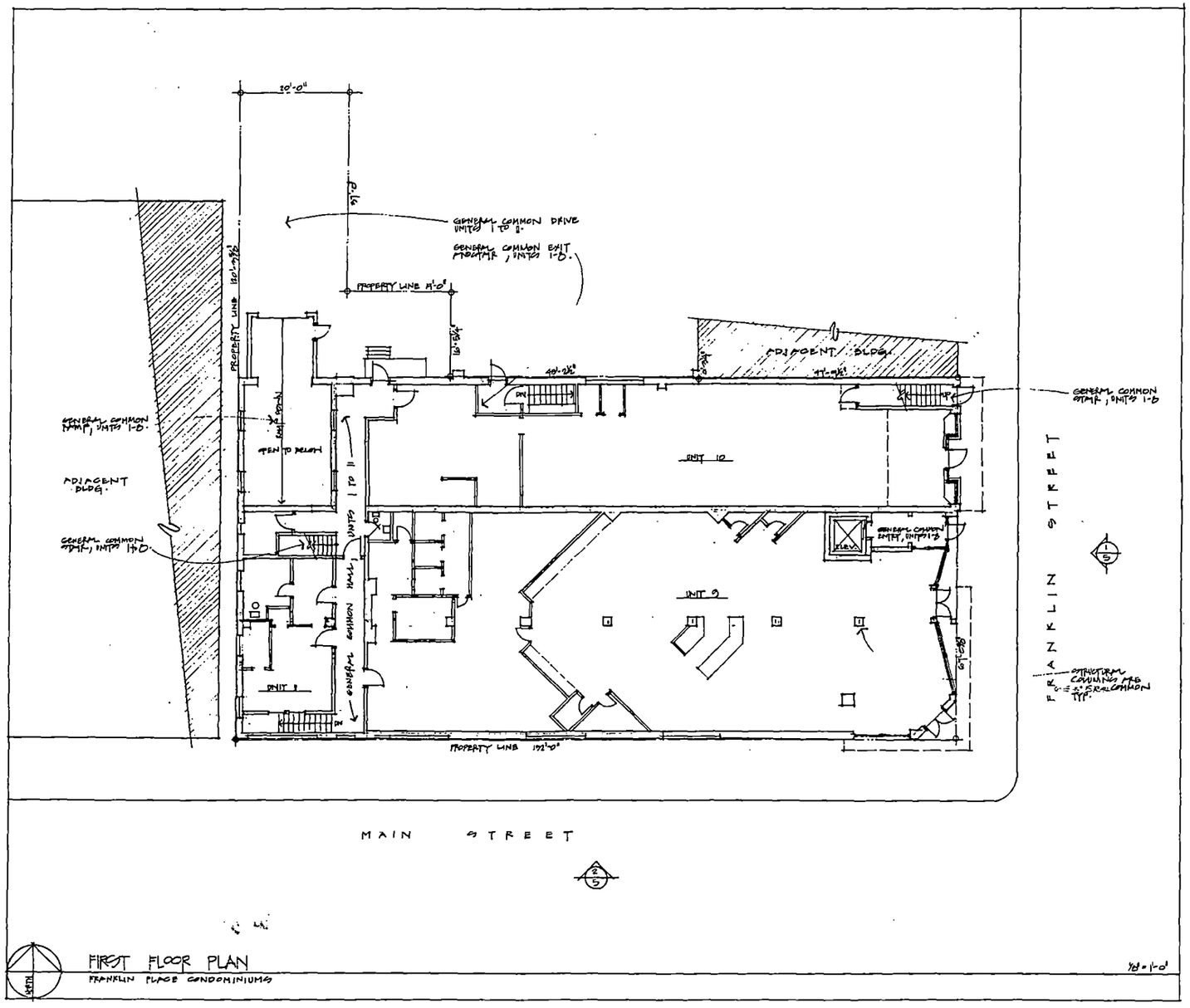
PROJECT No. 93002.LS Field Bk. 41 Pg. 55-56

FILE No. 264-2591
RECORDING FEE $ 15.00
TRANSFER FEE $

FILED FOR RECORD THE 1 DAY OF March, 19 93 AT 4:52 O'CLOCK P M. BOOK 7 PAGE 14

STATE OF IOWA, DELAWARE COUNTY
Deborah L. Peyton, Recorder
Plats

Exhibit A-3



FIRST FLOOR PLAN
FRANKLIN PLACE CONDOMINIUMS

1/8" = 1'-0"

GA

GARDNER ARCHITECTURE
ARCHITECTS/ENVIRONMENTAL DESIGN
RURAL ROUTE 2
STRAWBERRY POINT, IOWA 52076
(319) 933-4712

LEGEND

- GENERAL COMMON ELEMENT, UNITS 1-D
- GENERAL COMMON ELEMENT, UNITS 1-D
- LIMITED COMMON ELEMENT

I HEREBY CERTIFY THAT THE PLAN OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND RESPONSIBLE CHARGE.

I AM A DULY REGISTERED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

DATE ISSUED: APRIL 14, 1997

SHEETS COVERED: 1, 2, 3, 4, 5

THOMAS J. GARDNER
REGISTERED ARCHITECT
NO. 2352
STATE OF IOWA

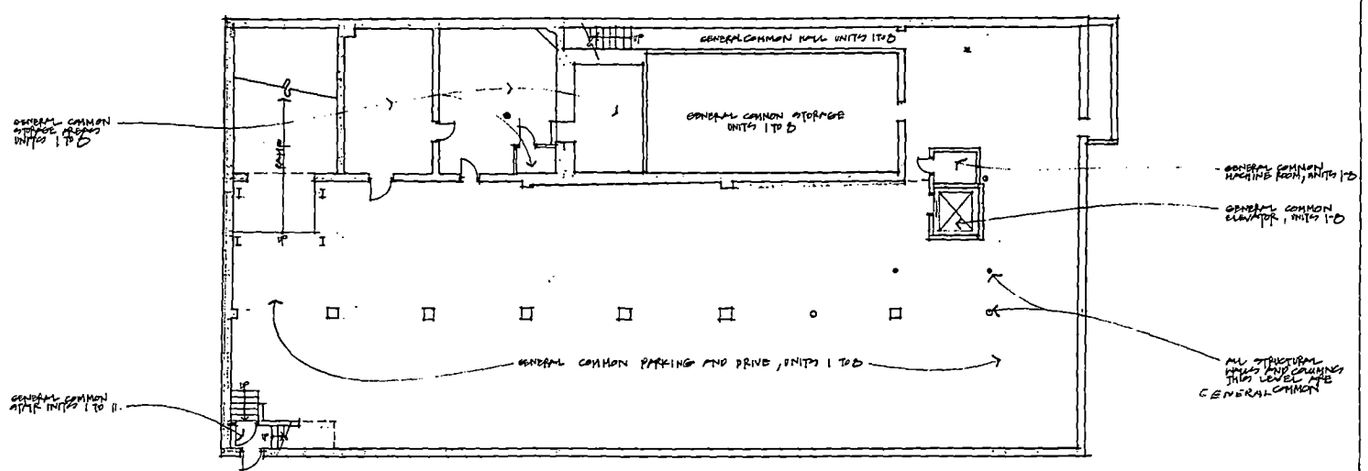
THOMAS J. GARDNER
SIGNATURE

FRANKLIN PLACE

A CONDOMINIUM
MANCHESTER, IOWA

Book 4 Page 16 Exhibit B

Exhibit C

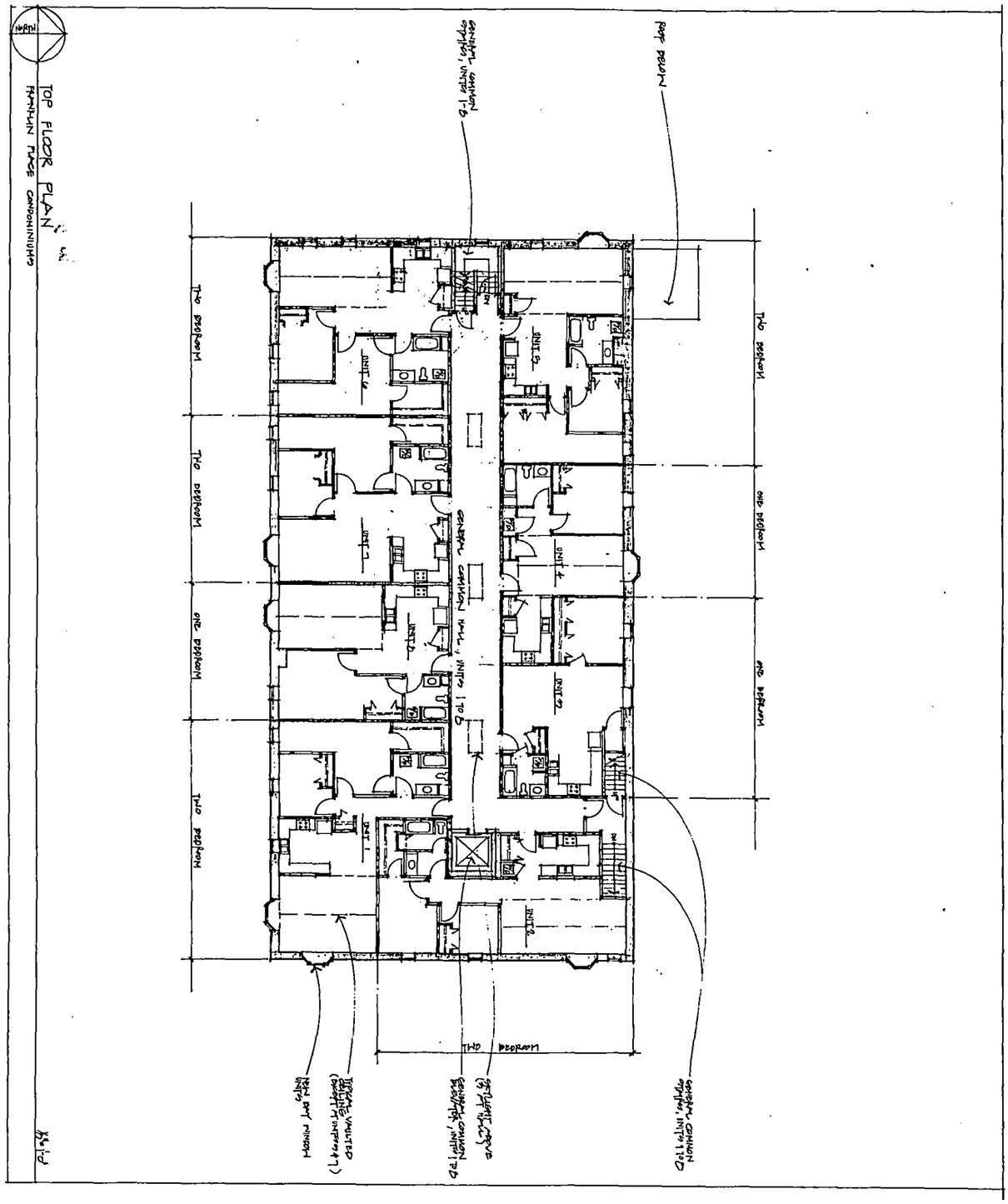


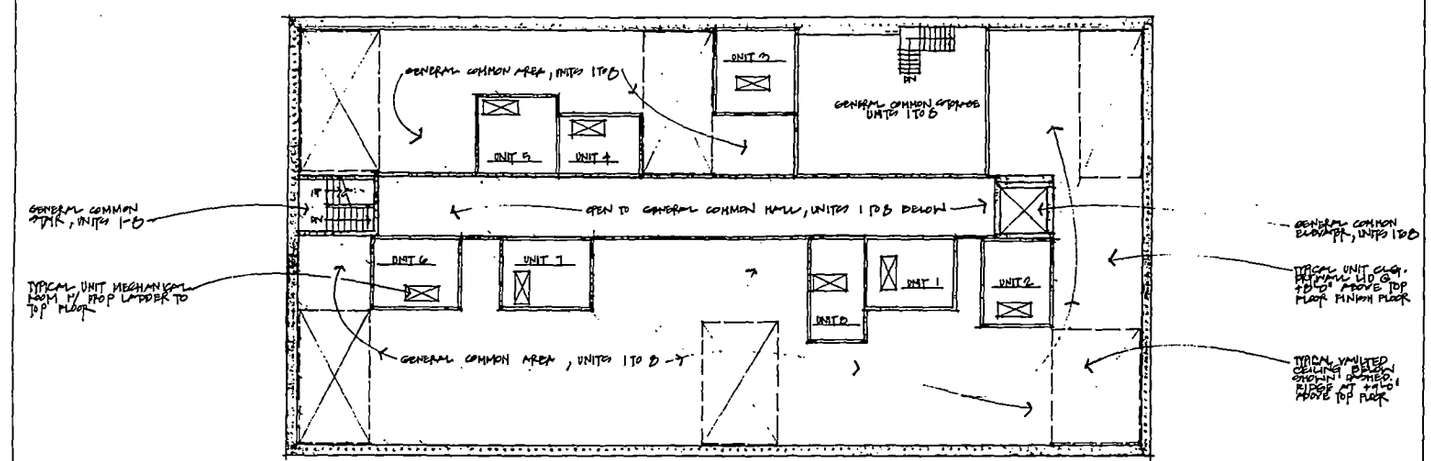
BASEMENT FLOOR PLAN

FRANKLIN PLACE CONDOMINIUMS

1/8" = 1'-0"

2


TOP FLOOR PLAN
RAINBOW RIDGE CONDOMINIUMS
UNIT 1-6
ROOF BELOW
UNIT 1
UNIT 2
UNIT 3
UNIT 4
UNIT 5
UNIT 6
ONE BEDROOM
TWO BEDROOM
BEDROOM



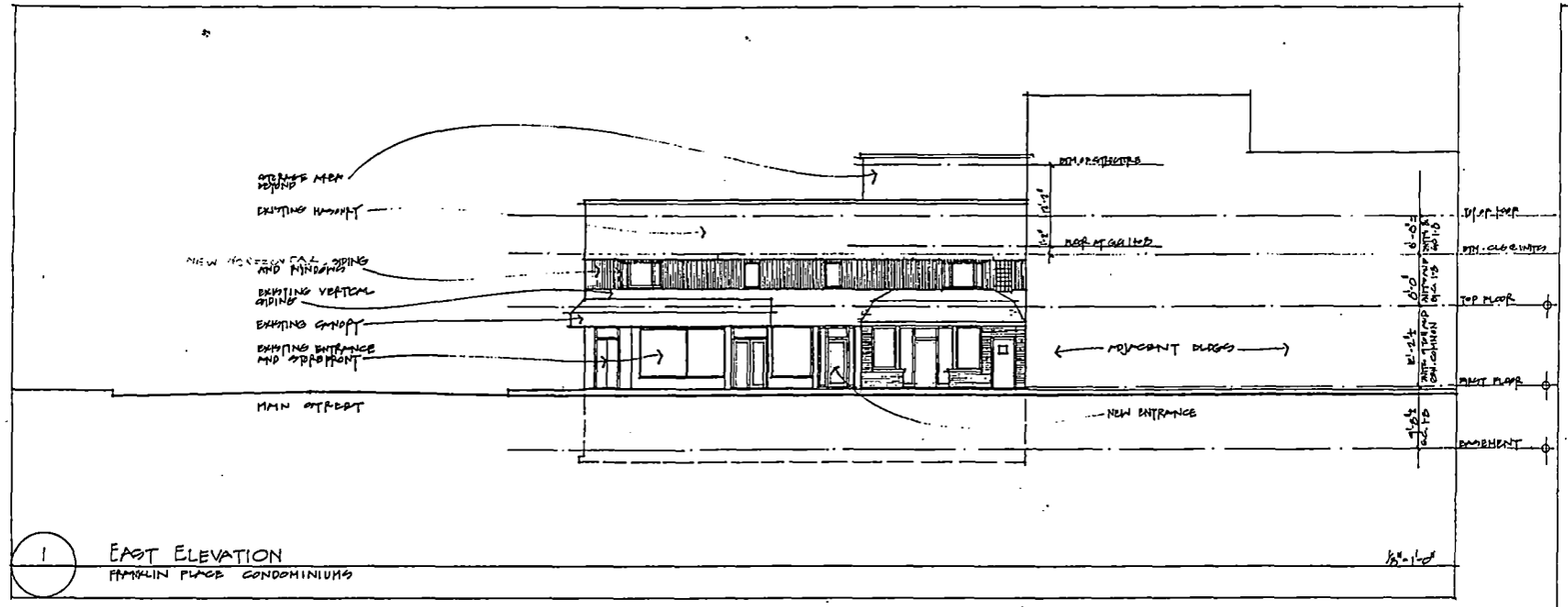
PLAN ABOVE TOP FLOOR UNITS

FRANKLIN PLACE CONDOMINIUMS

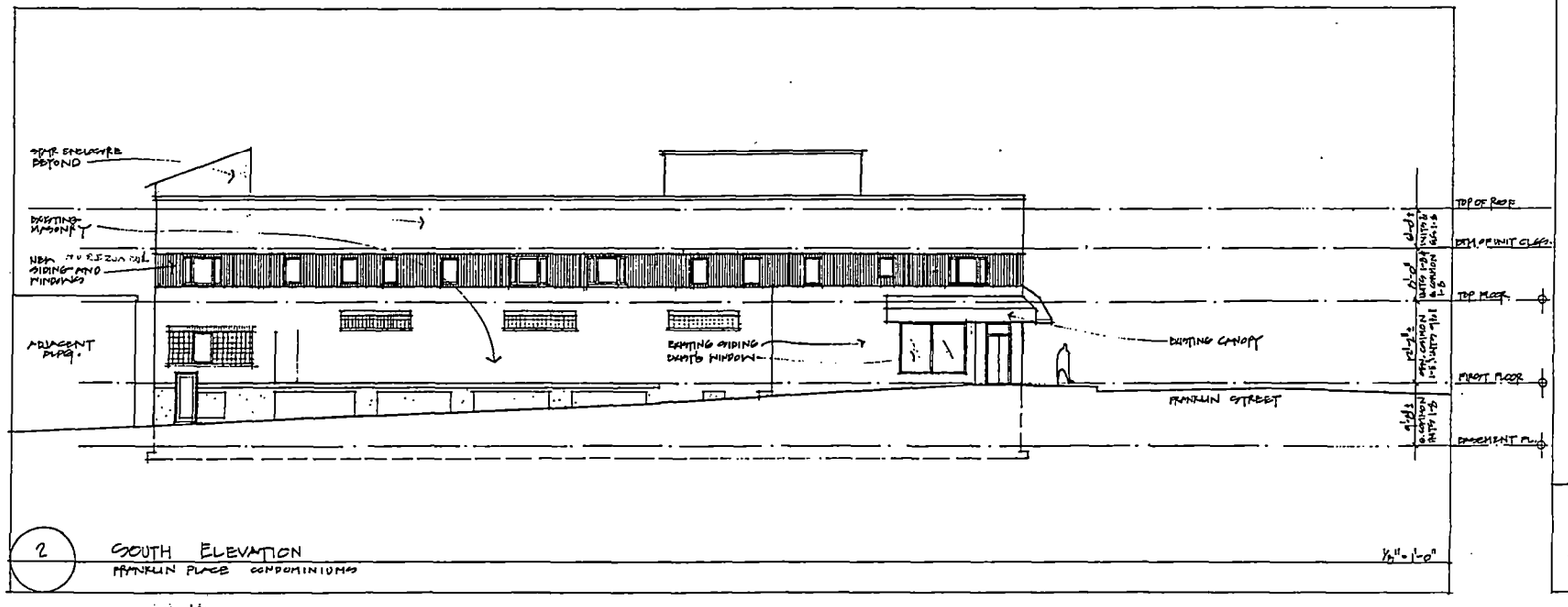
1/8"=1'-0"

Exhibit E

4



1 EAST ELEVATION
FRANKLIN PLACE CONDOMINIUMS
1/8"-1'-0"



2 SOUTH ELEVATION
FRANKLIN PLACE CONDOMINIUMS
1/8"-1'-0"

5

EXHIBIT G

Percentage of Undivided Ownership in
Land and Common Elements of the Regime

Unit Number	Percentage
1	9.63
2	9.21
3	8.12
4	8.20
5	9.02
6	9.48
7	9.36
8	8.70
9	16.22
10	9.29
11	2.77
	100.00

Location, Approximate Area and Number of Rooms of Units

The following units are located on the top floor:

Unit Number	Approximate Area in Square Feet	Number of Rooms
1	1,047	6
2	938	6
3	647	4
4	669	4
5	889	5
6	1,008	6
7	976	6
8	801	4

The following units are located on the first floor:

Unit Number	Approximate Area in Square Feet	Number of Rooms
9	4,100	5
10	2,250	2
11	512	4

EXHIBIT H

I. Percentages for Repairs, Maintenance and Voting of Roof, Exterior and General Common Elements

A. Units paying 60 percent	Percentage
1	8.05
2	7.71
3	6.79
4	6.86
5	7.55
6	7.93
7	7.83
8	7.28
	60.00

B. Units paying 40 percent	Percentage
9	22.95
10	13.14
11	3.91
	40.00

II. Insurance Payments

Unit Number	Percentage
1	12.90
2	10.80
3	7.69
4	7.92
5	10.69
6	12.40
7	11.69
8	9.59
9	10.40
10	4.44
11	1.48
	100.00

All maintenance and repair for the elevator and all elements common to Units 1 through 8, all electrical usage, cleaning and any other utility or maintenance use or repairs to personalty owned in common by Units 1 through 8 shall be paid equally by each of the owners of Units 1 through 8 with each paying a one-eighth share or 12.5 percent of the cost.

ARTICLES OF INCORPORATION
OF
FRANKLIN PLACE OWNERS ASSOCIATION

The undersigned, acting as incorporators of a corporation pursuant to the provisions of the Iowa Nonprofit Corporation Act, under Chapter 504A of the Code of Iowa, adopt the following Articles of Incorporation for such condominium.

ARTICLE I

The Corporation shall be known as Franklin Place Owners Association and its principal offices shall be located in Manchester, Delaware County, Iowa.

ARTICLE II

The existence of this Corporation shall commence with the date these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III

A. The purpose and objective of the Corporation is to provide an entity to act as a "Condominium Management Association" within the meaning of Section 528 of the Internal Revenue Code of 1954 to conduct the business and affairs of, and to act as or for, the co-owners of that horizontal property regime (condominium) created and submitted, pursuant to the provisions of Chapter 499B of the Code of Iowa, known as Franklin Place, a Condominium (hereinafter sometimes referred to as "regime") and to be located on the real estate situated in Delaware County, Iowa, described as follows:

> That part of Lots One Hundred Forty Two (142) and One Hundred Forty Three (143), Manchester, Iowa, according to plat recorded in Book H, L.D., Page 186, described as commencing at the Southeast corner of Lot One Hundred Forty Two (142) and running thence North on the East line of said Lot One Hundred Forty Two (142) sixty seven and five one-hundredths (67.05) feet to a point in the center of a brick wall, thence West along the center of the brick wall forty seven and eight-tenths (47.8) feet to a point sixty six and six-tenths (66.6) feet North of the South line of said Lot One Hundred Forty Two (142), thence North twenty seven one-hundredths (.27) feet, thence West along the center line of a brick wall and said line produced forty five and two-tenths (45.2) feet to a point twenty seven (27.0) feet West of the East line of Lot One

Exhibit I

Hundred Forty Three (143) and sixty six and eighty seven one-hundredths (66.87) feet North of the South line of said Lot One Hundred Forty Three (143), thence North sixteen and forty three one-hundredths (16.43) feet to a point eighty three and three-tenths (83.3) feet North of the South line of said Lot One Hundred forty three (143), thence West thirty nine (39.0) feet to the West line of said Lot One Hundred Forty Three (143), thence South to the Southwest corner of said Lot One Hundred Forty Three (143), thence East to the point of beginning; and the West twenty (20.0) feet of the South thirty seven (37.0) feet of the North forty two (42.0) feet of Lot One Hundred Forty Three (143), Manchester, Iowa, subject to easement described in deed recorded in Book 9, Page 496&c.

B. The Corporation shall have all powers and purposes granted or implied to a council of co-owners under the provisions of Chapter 499B of the Code of Iowa and as are granted or implied by the Declaration of Submission of Property to Horizontal Property Regime establishing said condominium regime, and all of such powers shall constitute lawful purposes of the Corporation.

C. The purposes of the Corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the Corporation shall make no distribution of income to its members, directors or officers.

D. The Corporation shall have unlimited power to engage in and do any lawful act concerning any and all lawful businesses for which corporations may be organized under this Act and consistent with the provisions herein.

ARTICLE IV

The address of the initial registered office of the Corporation is 401 East Main Street, Manchester, Iowa 52057, and the name of its initial registered agent at such address is Thomas Hanson.

ARTICLE V

The members of this Corporation shall be those persons described as members in the Bylaws of the Corporation. The voting rights of the members shall be as provided in the Declaration of Submission of Property to Horizontal Property Regime and the Bylaws of the Corporation.

ARTICLE VI

The number of directors constituting the initial Board of Directors of the Corporation is three (3). The names and addresses of the persons who are to serve as the initial directors are:

NAME	ADDRESS
Thomas Hanson	401 East Main Street Manchester, Iowa 52057
Douglas Palmer	830 North Franklin Manchester, Iowa 52057
Robert Emerson	912 North Franklin Manchester, Iowa 52057

The terms of office of the initial Board of Directors shall be until successor Directors shall have been elected and shall have qualified. Until the terms of the initial Board of Directors expire, they shall be subject to removal only by Franklin Place as provided in the Declaration and Bylaws. Thereafter, a Director may be removed from office at a special meeting of the members of the Corporation in such manner as may be provided in the Bylaws. Persons other than members of the Corporation may be members of the Board of Directors.

ARTICLE VII

The initial Bylaws of the Corporation and amendments thereto shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend or repeal the same or adopt new Bylaws is reserved to the members of the Corporation, subject to the restrictions contained in the initial Bylaws and amendments thereto and the restrictions contained in the Declaration.

ARTICLE VIII

In the event of liquidation, assets of the Corporation, if any remain, shall be distributed to the members in accordance with their proportionate share of undivided interests in the common elements existing in the condominium regime, as determined by the Declaration and the Bylaws.

ARTICLE IX

All transfers, conveyances, leases, mortgages or assignments of real estate or of any interest therein shall be executed by any two of the following officers: President or Vice President and Secretary or Treasurer. All transfers, conveyances, leases or encumbrances of personal property or any interest therein shall be executed by any officer of the Corporation or any agent authorized by the Board or Directors. All judgments or other liens shall be satisfied, discharged, released or assigned by any officer of the Corporation.

ARTICLE X

Neither the members, the Board of Directors, nor their private property shall be liable for corporate debts, obligations or undertakings.

ARTICLE XI

Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the Declaration of Submission of Property to Horizontal Property Regime, including supplements and amendments thereto, which submit lands and units to the regime, shall be void and of no force and effect.

ARTICLE XII

The name and address of the incorporators are Thomas Hanson, 401 East Main Street, Manchester, Iowa 52057; Douglas Palmer, 830 North Franklin, Manchester, Iowa 52057; and Robert Emerson, 912 North Franklin, Manchester, Iowa 52057.

Dated at Manchester, Iowa, this 7th day of May, 1993.

Thomas Hanson

Douglas Palmer

Robert Emerson

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

On this 7th day of May, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared Thomas Hanson, Douglas Palmer and Robert Emerson, to me known to be the persons named in and who executed the foregoing Articles of Incorporation and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
JANET R. OAKLEAF
MY COMMISSION EXPIRES
October 10, 1994

Notary Public In and For
the State of Iowa

BYLAWS

OF

FRANKLIN PLACE OWNERS ASSOCIATION

AN IOWA NON-PROFIT CORPORATION

1. IDENTITY:

The following shall and do constitute the Bylaws of Franklin Place Owners Association, a non-profit corporation, hereinafter called the Association. The Bylaws are subject to the Condominium Declaration of Franklin Place, a Condominium, hereinafter referred to as the Declaration. The Association has been organized for the purpose of administering Franklin Place, a Condominium organized under the Iowa Horizontal Property Act.

Terms used in these Bylaws shall have the same meaning ascribed by the Declaration. The term "majority of members," as used herein, shall mean 51 percent or more of the votes in accordance with the percentages assigned in the Declaration to the units for voting purposes.

2. MEMBERS:

The qualification of members and the manner of their admission into the Association shall be as follows:

a. A unit owner in Franklin Place, a Condominium, shall by virtue of such interest be a member of this Association.

b. If more than one person is an owner of the same unit, all such owners shall be members and remain jointly and severally liable for all membership obligations, in such cases, or if more than one fiduciary or other official is acting in the premises, the vote entitled to be cast by the owner of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Association, and such person shall be deemed to hold ownership appurtenant to such unit for purposes of voting and determining the representation of such ownership at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Association, such membership shall not be in good standing and the votes appurtenant to that unit shall not be considered in determining a quorum of any vote or for any other purpose until this Bylaw is complied with. Any certificate properly filed with the Association shall continue in full force until revoked.

c. It shall be the duty of each unit owner to register with the Secretary of the Association, the fact of ownership, and the address of the owner. The owner shall register with the Secretary of the Association the name of any tenant which occupies the unit. The Secretary shall maintain a Roll of Members (Roll). Failure of a unit owner to register shall not affect any obligation of such unit owner under the Declaration, Bylaws and Rules and Regulations.

d. The share of a member in the funds and assets of the Association cannot be assigned, pledged, encumbered or transferred in any manner, except as an appurtenance to a unit in the condominium.

3. MEMBERS' MEETINGS AND VOTING:

a. Transfer of Developer Control. The Developer as identified in the Declaration retains control of the Association as limited by the Declaration.

b. As soon as practicable after the conveyance of units 1 through 8 to unit owners other than the Developer, the Developer shall notify all members of the Association of a meeting of the Association to be held no later than sixty days after the conveyance of units 1 through 8 to unit owners other than the Developer. At such meeting, at least one-third of all members of the Board of Directors of this Association shall be elected by the owners of units 9, 10 and 11.

c. Prior to the first annual meeting of members, there shall be a meeting of the Association at least once a year.

d. Except for the first annual meeting, the annual meeting of members shall be held on the second Tuesday in October in every year following the year in which Developer control terminates and at such time and place as is specified by the Board of Directors for the purpose of electing the Board of Directors and transacting any appropriate other business.

e. Special meetings of the members may be called at any time by the President, or the Vice President, or by the Board of Directors, and must be called by the President upon receipt of written requests from a majority of the members.

f. Notice of all meetings of the members stating the time and place and the objects for which the meeting is called shall be given by the Secretary. The Secretary shall, at least twenty-one days in advance of any

annual meeting or regularly scheduled meeting, and at least seven days in advance of any other meeting, send to each member notice of the time, place and complete agenda of the meeting. The notice shall be sent by United States mail to all members of record at the address of their respective units and to other addresses as any of them may have designated to the Secretary.

g. Only members shown on the Roll as of the date of meeting shall be entitled to attend and vote, except that the mortgagee of any unit may attend and participate in any general or special meeting but shall have no vote unless granted by written proxy.

h. A quorum at meetings of the members shall consist of a majority of the voting power of the Association computed in accordance with the percentage as set forth in Exhibit "G" attached to the Declaration. The members present at a duly organized meeting may continue to transact business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum.

i. Any meeting may be adjourned to another time and place without further notice.

j. Prior to any vote by the members, the Board of Directors shall determine if the item affects only the owners of units 1 through 8. Upon unanimous approval of the Board of Directors, any such item affecting only units 1 through 8 shall be voted upon only by the owners of units 1 through 8.

k. Votes may be cast in person or by written proxy. Proxies must be filed with the Secretary before the appointed time of the meeting and shall be valid until revoked in writing.

l. If any meeting cannot be organized for lack of a quorum, the meeting shall be adjourned from time to time until a quorum is present.

m. When a quorum is present at any meeting, any question brought before the meeting shall be decided by a majority of the voting power present in person or by proxy unless the question is one where a different vote is required by express provision of law, the Declaration or these Bylaws.

n. At the beginning of each meeting, the Secretary shall render and certify the Roll showing a list of all the members entitled to vote at such meeting, the percentage voting power of each and the name of the person entitled to cast each such member's vote by virtue of a certificate or proxy then in effect.

o. There shall be no cumulative voting.

p. The order of business at the annual meetings of the members and as far as is practical at all other meetings of members shall be:

(1) Election of chairman of the meeting if there is no Association President or Vice President.

(2) Calling of the roll and certifying of proxies.

(3) Proof of notice of meeting or waiver of notice.

(4) Reading and disposal of any unapproved minutes.

(5) Reports of officers.

(6) Reports of committees.

(7) Appointment of tellers for election.

(8) Election of Directors.

(9) Unfinished business.

(10) New business.

(11) Adjournment.

q. Conduct of each meeting shall be governed by Robert's Rules of Order, Revised.

4. BOARD OF DIRECTORS:

a. The Board of Directors shall consist of three (3) persons. At all times at least one (1) of the members of the Board of Directors shall be such person as chosen by the owners of units 9, 10 and 11 of the Association.

b. Directors shall hold office until their respective successors have been elected.

c. Nominations for all available directorships shall be taken before voting. Only one vote shall be taken, and those nominees receiving the most number of votes shall be elected so as to fill the number of directorships, provided however, that at least one member of the Board of Directors shall be chosen by the owners of units 9, 10 and 11 of the Association. At the first annual meeting the candidates for director shall be divided into two classes, the one year term and the two year term.

d. A Director may be removed by a sixty (60) percent vote of the members of the Association at a special meeting noticed for that purpose. The vacancy so created shall be filled by the persons entitled to vote at the same meeting. In the event the Director chosen by the owners of units 9, 10 and 11 is so removed, he shall be replaced by a person chosen by the owners of units 9, 10 and 11.

e. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Written notice of regular meetings shall be given to each Director personally or by mail, at least seven (7) days prior to the date established for such meeting unless such notice is waived in writing.

f. Special meetings of the Board of Directors may be called by the President and must be called by the Secretary at the written request of one-third (1/3) of the Directors. Not less than seven (7) days written notice of any special meeting shall be given personally or by mail, which notice shall state the time, place and purpose of the meeting.

g. Any Director may in writing waive notice of a meeting before or after the meeting and such waiver shall be deemed equivalent to the giving of notice.

h. A quorum at a Director's meeting shall consist of a majority in number of the Directors. The acts of the Board approved by a majority at a meeting at which a quorum is present shall constitute the acts of the Board of Directors. If during any meeting of the Board of Directors there should be less than a quorum present, the majority of those present may adjourn the meeting from time to time until a quorum is present. A quorum must be present at any time business is being transacted. At an adjourned meeting any business which might have been transacted at the meeting as originally called may be transacted without further notice.

i. The presiding officer of a meeting of the Directors shall be the President, and in his absence the Vice President. In the absence of the President and Vice President, the majority in number of the Directors may designate one of their number to preside.

j. Directors shall receive no compensation for their services, provided, however, they are entitled to reimbursement for expenses which are authorized by the Board.

k. Any action that could be taken at a meeting of the Board of Directors may be taken without a meeting when authorized in writing by all of the Directors.

5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS:

a. All of the powers of the Association, including those existing under the common law, statutes, the Articles of Incorporation and those powers designated for the Association by the act and the documents establishing the condominium, shall be exercised by the Board of Directors. Such powers shall include, but shall not be limited to, the following:

(1) To elect annually the officers of the Association.

(2) To prepare and render to the members, on or before December 1, of each year beginning with the year 1994, a proposed budget for the fiscal year beginning the following January 1, showing anticipated income and operating expenses, including reasonable reserves. A copy of such proposed budget shall be given to each unit owner not later than December 1. Such proposed budget shall separately budget items that affect only units 1 through 8.

(3) To submit at each annual meeting of the members a statement of the business transacted during the preceding year, a report of the general financial condition of the Association and its tangible property. This statement and report may be incorporated in an Annual Report, which the Directors shall also prepare and provide to the members. The Annual Report shall contain, at a minimum, the following:

(a) A statement of any capital expenditures in excess of two (2) percent of the current budget of $5,000.00, whichever is the greater, anticipated by the Association during the current year or succeeding two fiscal years.

(b) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Board of Directors;

(c) A copy of the statement of financial condition for the Association for the last fiscal year;

(d) A statement of the status of any pending suits or judgments in which the Association is a party;

(e) A statement of the insurance coverage provided by the Association; and

(f) A statement of any unpaid assessments by the Association on individual units, identifying the unit number and the amount of the unpaid assessment.

(4) To make and collect assessments to pay common expenses.

(5) To use the proceeds of assessments in the exercise of its powers and duties.

(6) To maintain, repair, and replace the common elements, including the limited common elements.

(7) To restore improvement after damage except as provided for in the Declaration.

(8) To establish and amend rules and regulations respecting the use of the Property.

(9) To enforce by legal means the provisions of the Condominium Documents, the Articles of Incorporation, the Bylaws of the Association and the Rules and Regulations for the use of the Property.

(10) To contract for management of the Property and to delegate to such management powers and duties of the Association except such powers and duties as the Condominium Documents or the Act require approval of the Board of Directors or the membership of the Association.

(11) To purchase such policies of insurance as required by the Declaration, and such other policies as it deems appropriate.

(12) To purchase and own personal property for use in the common elements.

(13) To pay common expenses.

(14) To employ personnel at a reasonable compensation to perform the services required for proper administration of the purposes of the Association.

(15) To fill vacancies in the Board by a vote of the majority of the remaining Directors at a special meeting of the Board held for that purpose promptly after the occurrence of any such vacancy. A vacancy of a Director chosen by the owners of units 9, 10 and 11 shall be filled by a person chosen by the owners of said units. Each person so elected shall be a Director for the remainder of the term of the Director replaced.

(16) To implement the provisions contained in the Declaration of Easements.

b. The Board shall make and file all elections and documents required in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Owners.

c. At all times it shall be the duty of the Board of Directors to separately keep track of and account for all assessments and expenditures which affect only units 1 through 8 as opposed to such assessments and expenditures affecting all units of the Association. No assessment shall be made to or against the owners of units 9, 10 and 11 that affect only units 1 through 8.

6. OFFICERS:

a. The officers of this Association shall be a President, who shall be a Director, a Vice President, a Treasurer, and a Secretary. Each officer shall be a member of the Association or an officer or an agent of a corporate Association member and, except for the President, may or may not be a member of the Board of Directors. Each officer shall be elected annually by the Board of Directors and may be peremptorily removed by vote of the Directors at any meeting. The Board of Directors shall from time to time elect such other officers and designate their powers and duties as the Board shall find to be required to manage the affairs of the Association.

b. The President shall be the chief executive office of the Association. The President shall have all of the powers and duties which are usually vested in the office of the President of a corporation, including, but not limited to, the duty to preside at all Directors and members meetings, and the general supervision over other officers and the affairs of the Association. Two officers, at least one of whom shall be the President or Vice President, shall execute all contracts, agreements and obligations of the Association except as such authority may be otherwise delegated by resolution of the Board of Directors.

c. The Vice President shall in the absence or disability of the President exercise the powers and perform the duties of the President. The Vice President shall also generally assist the President and exercise such other powers and perform such other duties as shall be prescribed by the Directors.

d. The Secretary shall keep the minutes of all proceedings of the members. The Secretary shall attend to the giving and serving of all notices to the members and Directors and other notices required by law. The Association shall have no corporate seal. The Secretary shall keep the records of the Association, except those of the Treasurer, and shall perform all other duties incident to the office of Secretary of a corporation and as may be required by the Directors or the President.

e. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness and shall give bond in such sum and with such sureties as the Directors may require. The Treasurer shall (1) keep the assessment rolls and accounts of the members, (2) keep the books of the Association in accordance with good accounting practices and shall submit them together with all his vouchers, receipts, records and other papers to the Directors for their examination and approval as often as they may require, and (3) deposit all monies and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the Board and shall perform all other duties incident to the office of Treasurer. If a managing agent or manager be employed, the Board of Directors may designate some or all of the foregoing functions to be entrusted to him or it subject to bonding and subject to overseeing control by the Treasurer. The Treasurer shall be required to separately keep books and account for matters affecting only units 1 through 8 as opposed to matters affecting all 11 units of the Association.

7. FISCAL MANAGEMENT:

a. All funds and the titles of all properties acquired by the Association, and the proceeds thereof, after deducting therefrom the costs incurred by the Association in acquiring the same, shall be held for the benefit of the members for the purposes stated in the Declaration and herein.

b. The depositories of the Association shall be such financial institutions as shall be designated from time to time by the Directors and in which the monies of the Association shall be deposited. Withdrawal of monies from such accounts shall be only by instruments signed by such persons as are authorized by the Directors.

c. The books, accounts and records of the Association shall be open to inspection by any Director at all times. Members of the Association shall have the right to inspect the books, accounts and records of the Association during reasonable business hours.

d. Fidelity bonds may be required by the Board of Directors for all officers and employees of the Association and from any contractor handling or responsible for Association funds. The amount of such bonds shall be determined by the Directors. The premiums on such bonds may be paid by the Association.

e. Payment vouchers shall be approved by the officer or officers designated by the Board of Directors, or authority to approve vouchers may be delegated to the manager at the discretion of the Board of Directors.

8. ASSESSMENTS:

Unless otherwise specified the term "Assessments" includes annual and special common expense assessments.

Assessments shall be levied in accordance with the Declaration by a majority vote of all of the members of the Board of Directors of the Association, in each instance supported by a budget and paid by the members to the Association in accordance with the following provisions:

a. All owners of a unit shall be jointly and severally liable for the common expenses which are assessed against the unit provided, however, that the owners of units 9, 10 and 11 of the Association shall not be responsible for any assessments affecting only units 1 through 8.

b. All sums collected by the Association as assessments may be commingled in a single fund.

c. All assessments, both annual and special, shall become a lien on the unit on the date they become payable. In case any installment is not paid within thirty (30) days after it becomes payable, the Board of Directors may declare the entire assessment payable without notice.

d. Annual assessments shall be made in advance on or before the second monday in December of the year preceding that for which the assessments are payable, and special assessments shall be made at such other additional times as in the judgment of the Board of Directors, additional common expense assessments are required for the proper management, maintenance and operation of the condominium. Such annual assessments shall be payable in equal monthly installment beginning with January 1 and on the 1st day of each month thereafter. Special assessments shall be due and payable as determined by the Board of Directors. If an annual assessment is not made, there shall be an assessment in the amount of the last prior annual assessment which shall be payable as above set forth.

e. The assessments against all units shall be set forth upon the roll which shall be available in the office of the Association for inspection at all reasonable times by members or their duly authorized representatives. Such roll shall indicate for each unit the name, address and interest of the member, the assessments or other obligations owing to the Association and the amounts of all assessments or other obligations which are unpaid.

f. Assessments and installments thereof paid on or before fifteen (15) days after the date when payable shall not bear interest or penalty, but all sums not paid on or before fifteen (15) days after the date when payable shall bear interest and/or penalty as determined by the Association to the extent permitted by law from the date when payable until paid. All payments upon account shall be applied first to interest and/or penalty and then to the assessment payment first payable. All interest and penalties collected shall be credited to the Common Expense Account.

9. COMPLIANCE AND DEFAULT:

Each member shall be governed by and shall comply with the terms of the Declaration, Bylaws and Rules and Regulations adopted pursuant thereto as any of the same my be amended from time to time. A default shall entitle the Association or other members to the following relief:

a. Failure to comply with any of the terms of the Declaration, Bylaws or Rules and Regulations adopted pursuant thereto, shall be grounds for relief which may include, without intending to limit the same, to an action to recover sums due for damages, injunctive relief, foreclosure of lien, or any combination thereof, and which relief may be sought by the Association or if appropriate, by an aggrieved member.

b. In the event any installment of an annual or special assessment is not paid when payable, the Board shall have the right and duty to attempt to secure payment thereof, and expenses of collection including attorneys' fees shall be paid by the unit owner which expenses and fees shall be included in the assessment lien on the unit. The Board shall have the right and duty to recover the unpaid assessments, interest and penalties by remedies provided by law, and these Bylaws, the Declaration and Rules and Regulations.

c. In any proceeding arising because of an alleged default by a member, the prevailing party shall be entitled to recover the costs of the proceeding and such reasonable attorneys' fees as may be determined by the Court.

d. The failure of the Association or of a member to enforce any right, provision, covenant or condition which may be granted by the Declaration or Bylaws shall not constitute a waiver of the right of the Association or member to enforce such right, provision, covenant or condition in the future.

e. All rights, remedies and privileges granted to the Association or a member, pursuant to any terms, provisions, covenant or conditions of the Declaration or Bylaws shall not be deemed to be cumulative, and the exercise of any one or more shall not be deemed to constitute an election of remedies.

f. Failure to enforce any provision of the Declaration, Bylaws or Rules and Regulations shall not constitute a waiver or limit the enforceability of such provisions on any subsequent occurrences.

10. AMENDMENTS:

These Bylaws may be amended only upon the affirmative vote by seventy-five (75) percent of the owners pursuant to the percentage of undivided ownership as set forth in Exhibit G attached to the Declaration.

11. RULES AND REGULATIONS:

The initial rules and regulations, which shall be effective until amended or supplemented by the Board of Directors, are attached hereto and made a part hereof as Schedule A. The Board of Directors reserves the power to establish, make and enforce compliance of such additional rules and regulations as may be necessary for the operation, use and occupancy of this condominium project with the right to amend the same from time to time. Copies of such rules and regulations shall be furnished to each unit on or prior to the date when the same shall become effective.

12. INDEMNIFICATION OF OFFICERS AND DIRECTORS:

The Association shall, to the extent such liability is not covered by insurance, indemnify every director and officer, his heirs, executors and administrators, against all loss, cost and expense, including attorney's fees, reasonably incurred by him in connection with any action, suit or proceeding to which he may be a party by reason of his being or having been a director or officer of the Association, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to be liable for gross negligence or willful misconduct. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Association is advised by legal counsel that the person to be indemnified has not been guilty of gross negligence or willful misconduct in the performance of his duty as such director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason of, arising out of or in connection with the foregoing indemnification provisions shall be common expenses, provided, however, that nothing in this section shall be deemed to obligate the Association to indemnify any member who is or has been a director or officer of the Association, with respect to any duties or obligations assumed or damage or liabilities incurred by him solely in his capacity as a unit owner.

13. GENERAL PROVISIONS:

a. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

b. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be a common expense of the Association.

c. The Association shall at all times maintain complete and accurate written records of each unit and owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that unit and owner. Any person may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

d. Each member shall have the obligations as such member as are imposed upon him by the Condominium Documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the Property, except as the same may attach only against his appurtenant interest therein and be removable as such.

e. The Board of Directors may in its discretion issue written evidence of membership but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the shore of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to such assignment, hypothecation, or transfer of the unit.

f. No provision or restriction otherwise void by reason of application of the rule against perpetuities or Section 588.68 of the Code of Iowa shall continue for a period longer than the life of the last to survive of the owners and shareholder of the developer and their children in being at the time of the initial recording of the Declaration of Condominium to the Regime and twenty-one (21) years thereafter.

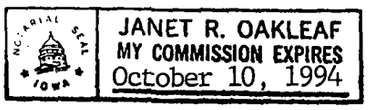
g. Each owner or the lessee of his unit as applicable shall have a right to use and enjoy the common elements provided such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime.

The undersigned certifies that the foregoing Bylaws were adopted as the Bylaws of Franklin Place Owners Association, a non-profit corporation under the laws of the State of Iowa, by action of its initial Board of Directors at the first meeting thereof effective May 18, 1993.

Thomas Hanson, Secretary -
Board of Directors

STATE OF IOWA)
)ss:
COUNTY OF DELAWARE)

The foregoing instrument acknowledged by me on the 18th day of May, 1993, by Thomas Hanson, Secretary of Franklin Place Owners Association, an Iowa non-profit corporation, on behalf of the corporation.



Janet R. Oakleaf
Notary Public In and For the
State of Iowa

SCHEDULE A

Rules and Regulations

1. Any common sidewalks, driveways, entrances, halls, stairways and passageways shall not be obstructed or used by any unit owner for any other purpose than ingress to and egress from the units.

2. Except as to the areas termed limited common elements, no article shall be placed on or in any of the general common elements except for those articles of personal property which are the common property of all of the unit owners.

3. Unit owners, members of their families, their guests, residents, tenants or lessee shall not use sidewalks, driveways, entrances, halls, stairways and passageways as a play area(s).

4. No vehicle belonging to or under the control of a unit owner or a member of the family or a guest, tenant, lessee or employee of a unit owner shall be parked in such manner to impede or prevent ready access to any entrance to or exit from a building. Vehicles shall be parked within designated parking areas. Any traffic flow markings and signs regulating traffic on the premises shall be strictly observed.

5. Except for normal leasehold improvements to Units 9, 10 and 11, no work of any kind shall be done to the exterior building walls or upon the general or limited common elements by any unit owner. Such work is the responsibility of the Association.

6. No owner, resident or lessee shall install wiring for electrical or telephone installation or for any other purpose, nor shall any television or radio antennae, machines or air conditioning units be installed on the exterior of the project or that protrude through the walls or the roof of the condominium improvement except as may be expressly authorized by the Association.

7. Owners and occupants shall exercise reasonable care to avoid making or permitting to be made loud, disturbing or objectionable noises, and in using or playing or permitting to be used or played musical instruments, radios, phonographs, television sets, amplifiers and any other instruments or devices in such manner as may disturb or tend to disturb owners, tenants or occupants of other units.

8. Disposition of garbage and trash shall be only by the use of garbage disposal units or by use of common trash and garbage facilities.

9. No cats, dogs or other animal or reptile (hereinafter for brevity termed "animal") shall be kept, maintained or harbored in the development except that an animal owned by a unit owner at the time of purchase of the unit from the developers may be kept and maintained in the development under such rules and regulations as shall be established by the Board of Directors until such animal dies. Thereafter, no such animal may be kept, maintained or harbored in the development. No more than one such animal may be kept on the premises without the consent of the Board of Directors.

10. The Association assumes no liability for nor shall it be liable for any loss or damage to articles stored in any common or other storage area.

11. Any damage to the general common elements or common personal property caused by the owner or a child or children of a unit owner or their guests or the guests of a unit owner shall be repaired at the expense of that unit owner.

12. The Board of Directors shall maintain a pass key to each unit. No owner shall alter any lock or install a new lock on any door leading into the unit without prior consent, and, if such consent is given, the owner shall provide a key to the Board of Directors for their use.

The foregoing Rules and Regulations are subject to amendment and to the promulgation of further regulations.