Return to:
Marty Kelzer
10886 Honey Creek Dr
Manchester, IA 52057

Book 2011 Page 2592
Document 2011 2592 Type 06 018 Pages 19
Date 8/17/2011 Time 2:45:56PM
Rec Amt $97.00

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Return to and

Preparer James T. Peters, PO Box 774, Independence, Iowa 50644 Phone 319-334-9992

2007-2321

HONEY CREEK CONDOMINIUMS

DECLARATION

1. The undersigned, hereinafter the "Declarant", submits to the horizontal property regime established by Chapter 499B of the Code of Iowa, 2003, the following-described real estate, to-wit:

   See attached Exhibit "A" made a part hereof. (page 4)

   The Declarants, Martin Kelzer and Angela Kelzer, dedicate all of the easements to uses set out and provided in Chapter 354 of the Code of Iowa, and hereby states that the easements, as shown on the plat, or any subsequent recorded instruments are for the purpose of and shall be confined only to easements for public utilities to include gas, power, telephone, media, water, sewer and such drainage easements which are deemed necessary for the orderly development of the land encompassed within the plat.

2. The buildings constructed on the real estate described above is a residential structure containing two buildings and 4 units shown on the recorded plat of Honey Creek Condominiums attached and marked Exhibit "B", shall include an attached garage for the parking of vehicles at grade level; and further includes all interconnecting passageways between rooms in a unit. The boundaries of each unit are described below in Paragraph 4. The effect of the descriptions are intended to define each unit's air space, including necessary interconnecting spaces. Structural materials, exterior surfaces and other interior areas are not a part of the units; but are a part of the common elements as that term is described below. The principal materials of which the building is constructed consist of wood, steel, concrete, steel reinforcement and sheet-rock. The exterior surfaces of the building are an all-weather type treatment.

3. The building site location, the unit number of each unit and lot number, location of each unit on the lot, floor plan complete with the number of rooms in each unit and the common area to which each unit has access, including the limited common elements are shown on Exhibit "B", and shall become a part hereof the same as though fully set forth as of the date of recording.

4. The boundaries of each unit are as follows:

   a. Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to and intersecting with the vertical (parametric) boundaries:

      i. Upper Boundary: The horizontal plane of the bottom surface of the ceiling trusses except where there is a dropped ceiling, in that event,

the upper boundary shall be the horizontal plane which includes the top side of the plasterboard of the dropped ceiling.

ii. Lower Boundary. The horizontal plane of the top surface of the undercoated concrete floor slab.

b. Vertical (parametric) Boundaries. The vertical boundaries of the unit shall be the vertical plane of the unfinished interior surface of the walls bounding the unit extended to intersections with each other and the upper and lower boundaries.

c. Each unit shall include as a part of the unit all windows, boundary doors and door frames, and the heating and air conditioning apparatus for the unit. Any portion of the utility system serving more than one unit (e.g. pipes, conduits, or ducts) which is partially within and partially outside of the unit is part of the common elements.

5. Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the foregoing boundary description, the provisions of the Bylaws (see Paragraph 11 below) shall govern the division of maintenance and repair responsibilities between the member or the unit owner and the Condominium Homeowners Association, Inc.

6. The common elements include the land and all other parts of the property (real estate and building) not within the units or limited common elements.

7. Each unit's patio or deck located on the rear of each unit, if any, is a limited common element whose use is reserved and restricted to the owner of the unit adjacent thereto. In addition, a limited common element is located on the rear side of each unit and adjacent thereto with a depth of fifteen feet and whose use is reserved and restricted to the owner of the unit adjacent thereto.

8. The interest at which each of the units bears to the entire regime shall be 25 percent until the second building is constructed consisting of 2 units. The owner of the real estate shall have a 50% interest.

9. In the event of damage or destruction valued at less than One Hundred Fifty Thousand dollars ($150,000), a decision to sell the property or not to rebuild, repair or restore it must be unanimous. In all other cases, a proposal to sell or not rebuild, repair or restore requires an affirmative vote of 100% of the owners of all the units.

10. The units shall have and be subject to and have appurtenant thereto:

a. Nonexclusive easements in the common elements, used for ingress to, egress from, utility service for and support, maintenance and repair, the units; and

b. In the other common elements for use according to the respective purpose.

If any part of the common elements encroaches upon any unit, a valid easement for such encroachment and maintenance thereof, so long as it continues, shall and does exist. In the event any portion of the building is damaged or destroyed and then repaired or rebuilt, minor encroachments of any part of the common elements due to construction shall be permitted; and valid easements for such encroachment and the maintenance thereof shall exist. The corporation shall have the right, to be exercised by its officers or agents, to enter any unit from time to time during reasonable hours as may be necessary for the operation of the condominium or for making emergency repairs therein necessary to prevent damage to any unit or the common element.

11. To amend this Declaration, the members must adopt a resolution stating the amendment and corporation must record in the real estate records of the Delaware County Recorder's Office a written instrument which states the amendment and is signed and acknowledged on behalf of the corporation by one of its officers by authority of its members; provided, however, that no provision of the Declaration affecting the rights, duties or obligations of the Declarant shall be subject to amendment without their prior written consent.

12. The administration of the property shall be governed by the attached Bylaws, which are incorporated herein by reference. Such Bylaws are marked Exhibit "C", signed by the Declarants, dated and made a part hereof.

13. The invalidity of any part or portion hereof shall not affect the validity of the remaining portions.

Dated this 17 day of August, 2011

Martin Kelzer a/k/a Marty Kelzer

Angela Kelzer

STATE OF IOWA, COUNTY OF Delaware, SS:

On this 17th day of August, 2011, before me, the undersigned, a Notary Public in and for the said State, personally appeared Martin Kelzer and Angela Kelzer, husband and wife, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that he/she executed the same as his/her voluntary act and deed.

NOTARIAL SEAL IOWA
BARBARA K. SAILER
Commission Number 194508
My Commission Expires
1-26-13

Barbara K. Sailer
Notary Public in and for said State.

EXHIBIT "A"

Lot 6, of North Oak Subdivision, Located in the SW 1/4 of the NE 1/4 of Section 20, Township 89 North, Range 5 W, City of Manchester, Delaware County Iowa as recorded in the plat filed with the office of the Delaware County Recorder in Book 2008 at page 92.

Exhibit B

Book 2008 Page 92

Document 2008 92 Type 06 002 Pages 5
Date 1/10/2008 Time 2:09:23PM
Rec Amt $27.00

FILED

JAN 10 2008

CLAUDIA J. CAHALAN
DELAWARE COUNTY ASSESSOR

FILED

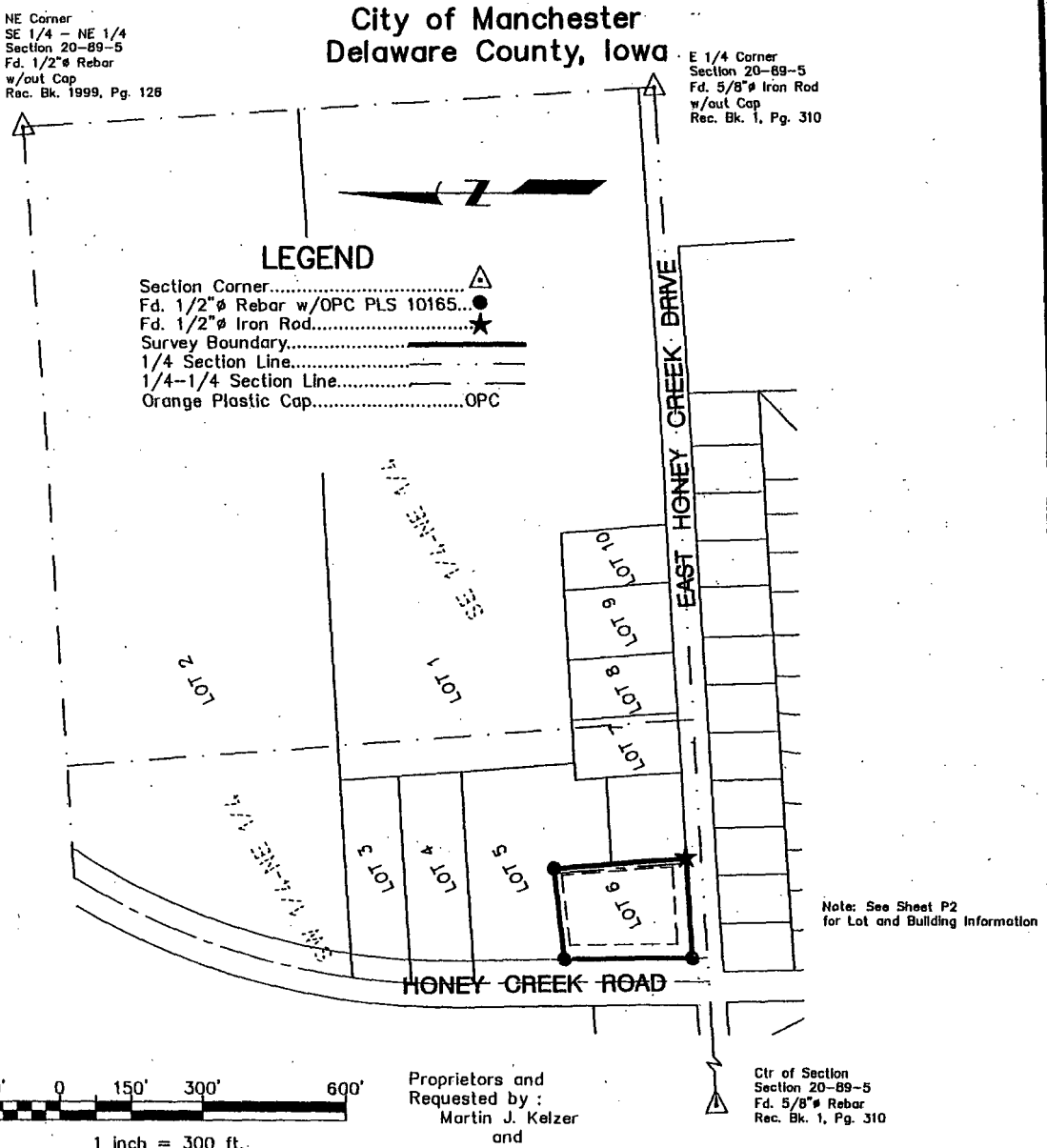
JAN 10 2008

CARLA K. BECKER
DELAWARE COUNTY AUDITOR

DEBORAH L PEYTON, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Prepared by: TeKIPPE ENGINEERING, P.C., 1919 – 210th Street, P.O. Box 357, Manchester, Iowa 52057 Ph. (563)927-2060

Retracement Survey of Lot 6 of North Oak Subdivision, Located in the SW 1/4 – NE 1/4 of Section 20 – T89N – R5W City of Manchester Delaware County, Iowa



150' 0 150' 300' 600'

1 inch = 300 ft.

Survey was completed on October 29, 2007.

Proprietors and Requested by :
Martin J. Kelzer
and
Angela Marie Kelzer

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

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Lyle G. TeKippe 1-9-08
Lyle G. TeKippe Date:
License number 7060
My license renewal date is December 31, 2008.
Sheets covered by this seal: Sheets P1 through P2

TeKIPPE ENGINEERING, P.C.

128 South Vine Street
West Union, IA 52175
www.tekippe.com
PH. (563) 422-5131
FAX (563) 422-5884

1919 210th Street
P.O. Box 357
Manchester, IA 52057
PH. (563) 927-2060
FAX (563) 927-3603

M:\Projects\2007\07654LS\dwg\07654LS.dwg

Field Book: Manchester No. 1 Pages: 63-64

Project No. 07654.LS Sheet P1

Exhibit B 2

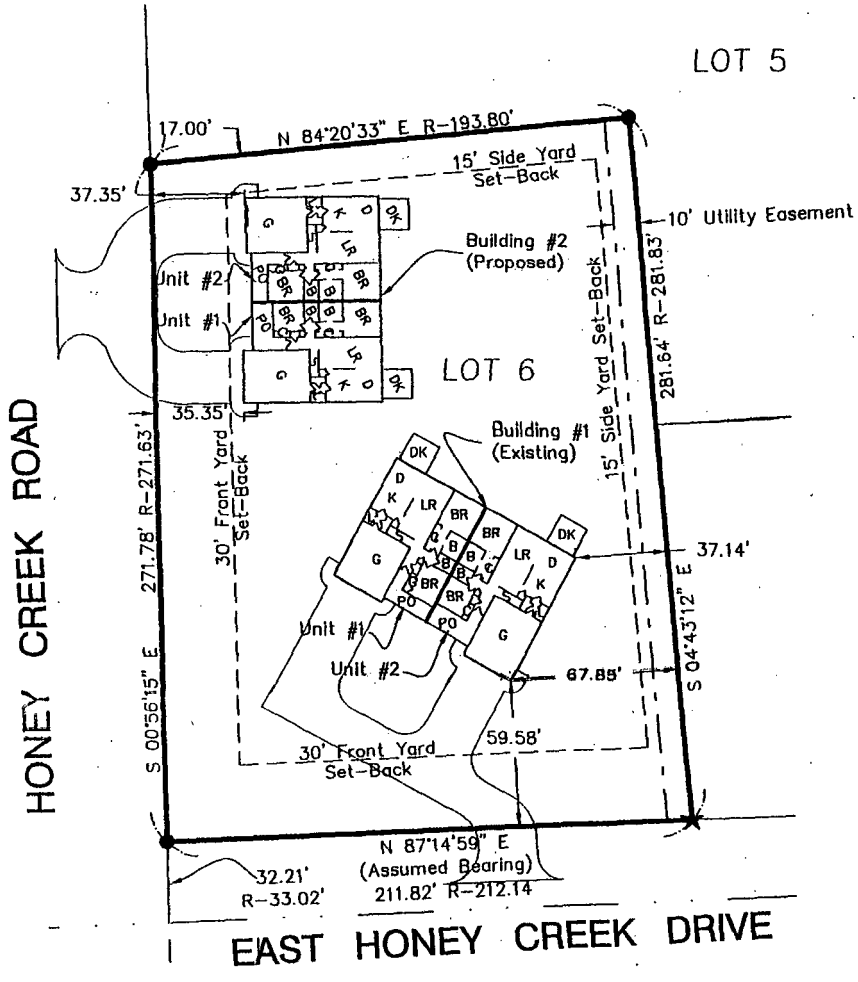
Condomium Plat for

Lot 6 of North Oak Subdivision, Located in the SW 1/4 – NE 1/4 of Section 20 – T89N – R5W City of Manchester Delaware County, Iowa

LEGEND

Recorded as	R
Fd. 1/2"ø Rebar w/OPC PLS 10165	●
Fd. 1/2"ø Iron Pin	★
Survey Boundary	———
Orange Plastic Cap	OPC

Bedroom	BR
Bathroom	B
Closet	C
Dining Room	D
Garage	G
Kitchen	K
Laundry	L
Stairway	S
Living Room	LR
Deck	DK
Porch	PO



Note: See Building Layout Attachment for Building Dimensions

30' 0 30' 60' 120'

1 inch = 60 ft.

Proprietors and Requested by : Martin J. Kelzer and Angela Marie Kelzer

Survey was completed on October 29, 2007.

TeKIPPE ENGINEERING, P.C. | 1919 – 210th STREET, MANCHESTER, IOWA 52057

PH. (563) 927-2060 FAX (563) 927-3603

Project No. 07654.LS Field Book: Manc. No. 1 Pg.63-64 Sheet P2

Exhibit B 3

Prepared by: TeKIPPE ENGINEERING, P.C., 1919 - 210th Street, P.O. Box 357, Manchester, Iowa 52057, Ph. (563)927-2060

Project No. 07654.LS Page SD-1

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

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Lyle G. TeKippe 1-9-08
Lyle G. TeKippe Date
License Number 7060
My license renewal date is December 31, 2008.
Pages covered by this seal: SD-1

State of Iowa)
ss.
County of Delaware)

Subscribed and sworn to before me by Lyle G. TeKippe this 9th day of January, 2008.

NOTARIAL SEAL CHRISTINA RICHTER Commission Number 723809 My Commission Expires 8-5-09

Christina Richter
Notary Public

SURVEY AND PLAT OF:

Survey Description:

Lot 6 of North Oak Subdivision, a subdivision of the Southeast Quarter of the Northeast Quarter and part of the Southwest Quarter of the Northeast Quarter of Section 20, Township 89 North, Range 5 West of the 5th P. M., City of Manchester, Delaware County, Iowa.

Subject to easements of record.
(See plat attached to this survey description).

Reference is hereby made to a Survey and Plat made by Roger R. Mohn, recorded January 13, 1999, Book 1999, Page 126 on file in the Delaware County Recorder's Office, Manchester, Iowa.

Exhibit B

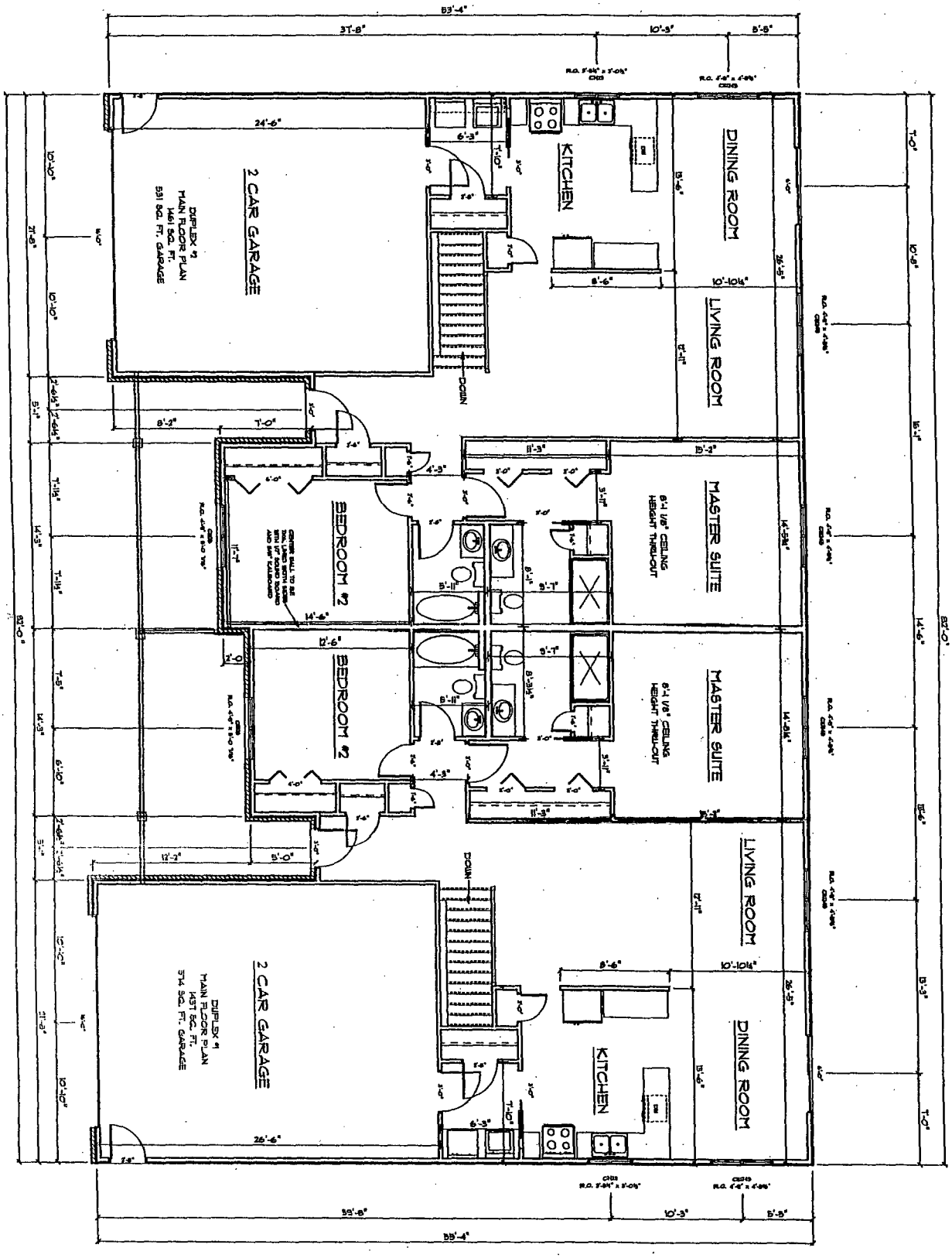
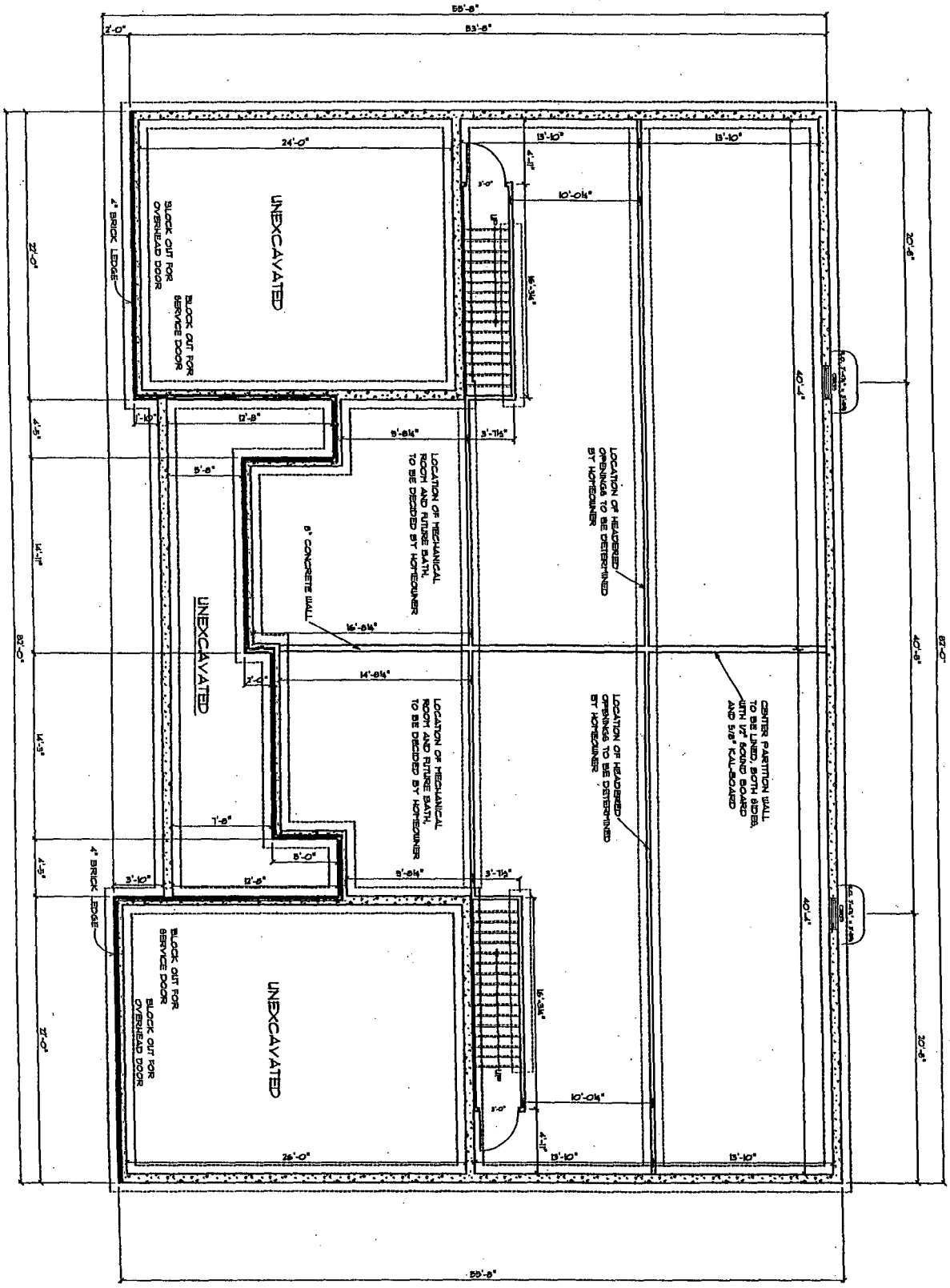

2 CAR GARAGE
DUPLEX #2
MAIN FLOOR PLAN
1481 SQ. FT.
531 SQ. FT. GARAGE
KITCHEN
DINING ROOM
LIVING ROOM
DOWN
BEDROOM #2
MASTER SUITE
9'-1 1/8" CEILING HEIGHT THRU-OUT
2 CAR GARAGE
DUPLEX #1
MAIN FLOOR PLAN
1437 SQ. FT.
574 SQ. FT. GARAGE
KITCHEN
DINING ROOM
LIVING ROOM
83'-4"
59'-8"
10'-3"
5'-8"
82'-0"

Exhibit "B"



FOUNDATION PLAN

EXHIBIT "C"

BYLAWS
OF
HONEY CREEK CONDOMINIUMS
AND
HONEY CREEK - CONDOMINIUM HOMEOWNERS ASSOCIATION, INC.

ARTICLE I
DEFINITIONS

1. "Corporation" or "Association" shall mean and refer to Honey Creek Condominiums - Condominium Homeowners Association, Inc., a nonprofit corporation organized and existing under the laws of the State of Iowa.

2. "Declarant" shall mean and refer to Marty Kelzer and Angela Kelzer, husband and wife.

3. A "fee or undivided fee interest: means or includes the legal title to any freehold estate recognized in Iowa unless the same is held only as security for the performance of an obligation, and the interest of a contract vendee.

ARTICLE II
REGISTERED AGENT

The registered agent of the corporation is authorized to accept service of process on behalf of the corporation.

ARTICLE III
MEMBERSHIP AND VOTING RIGHTS

1. Every person or entity who is a record owner of a fee or undivided fee interest in a unit is automatically a member of the corporation. A member is entitled to one vote for each dwelling unit in which he or she is the sole owner. In case of concurrent ownership, the number of votes shall be divided between all of the owners of the unit. Building #2 has not at this time been constructed. Until such time as the building is constructed as shown on the attached condominium plat Martin Kelzer and Angela Marie Kelzer shall be deemed the owners of Units 1 and 2 of Building

#2 and shall be entitled to collectively exercise one vote for each proposed unit. Upon construction of Building #2 the voting rights shall be transferable to the respective purchasers of each Unit in Building #2.

2. The rights of all members are subject to the payment of monthly, annual or special assessments levied by the directors, the obligation of which is imposed against each member and becomes a lien upon the unit against which such assessments are made as provided in Article IX of the Bylaws.

3. Each member is personally liable for the payment of all assessments properly levied by the directors.

4. The directors may enforce the personal liability of a member to pay any assessment without resorting to enforcing the lien against the member's unit. In the case of concurrent ownership or future interest in a unit, the co-owners or concurrent owners of such units are jointly and severally liable for all assessments levied by the directors during the period of such co-ownership or concurrent ownership in such unit.

ARTICLE IV.
MEMBERS' MEETINGS AND DUTIES

1. An annual meeting of the members shall be held each year in May at such time as the President, or in his absence, the Vice President, shall determine. The annual meeting shall be a general meeting, and at such meeting any business may be transacted, except as limited by law of these Bylaws.

2. Special meetings of the members may be held at any time upon the call of any two directors or upon the call of the President.

3. All meetings of the members shall be held in such place convenient to the members in Delaware County, Iowa, as may be designated by the President, or in his absence, the Vice President from time to time.

4. A notice in writing stating the place, day and hour of the meeting and whether it is annual or special, and in the case of each special meeting stating briefly the business proposed, shall be delivered by mailing such notice at least ten days before the meeting or by delivery of such notice personally at last ten days before such meeting to the members at their address at Honey Creek Condominiums or at the address given to the Secretary for the purpose of mailing such notices. If mailed, such notices shall be deemed delivered when deposited in the U.S. mail with postage prepaid if correctly addressed and carrying sufficient first class postage.

5. At all meetings of the members, the presence in person or by proxy of not less than ~~50%~~ 100 percent of the total votes entitled to be cast at said meeting shall be necessary to constitute a quorum, and the vote of ~~51~~ 75 percent of the votes cast at any meeting at

which a quorum is present shall be valid and binding upon all members of the corporation who had sufficient prior written notice of the meeting, unless a higher percentage is required by the Declaration of these Bylaws.

6. The members shall have the following powers and duties:

   a. To elect the directors; and by resolution to fix the number of directors at two.

   b. To alter, amend or repeal the Bylaws, the Declaration or the Articles of Incorporation or adopt new Bylaws, Declaration or Articles of Incorporation.
   c. To vote to sell the property or to not rebuild, repair or restore it in accordance with the Declaration.
   d. To approve any proposed special assessment.
   e. To transact any other business which may come before the meeting except as limited by law or by these Bylaws or the Declaration.

ARTICLE V
BOARD OF DIRECTORS

1. The affairs of the corporation and the administration of the property shall be managed by a Board of Directors. The original Board of Directors shall consist of not more than four members constituting all members of the corporation. The owners of the Building #1 - Unit 1 shall be entitled to name one member to the Board of Directors; Building #1- Unit 2 shall be entitled to name one member to the Board of Directors. The owners of Building #2 - Unit #1 shall be entitled to name one member to the Board of Directors; Building #2- Unit #2 shall be entitled to name one member to the Board of Directors.

2. Regular or special meetings of the Board of Directors may be held upon such notice as the directors may prescribe by resolution. Attendance of a director at any meeting shall constitute a waiver of notice of such meeting except where a director attends a meeting for the express purpose of objecting to the transaction of any business because the meeting is not lawfully called or convened. An agenda of the business to be transacted, and the purpose of any special meeting, is required to be stated in the notice of such meeting.

3. The directors may have and exercise on behalf of the corporation all of the powers of the corporation not expressly reserved in these Bylaws to the members.

ARTICLE VI
OFFICERS

1. The officers of the corporation shall consist of a president, a secretary and a treasurer. Each officer shall be a director. Any two offices may be held by the same person.

2. All officers shall hold office for a term of one year, subject to removal by the directors or the members at any time with or without cause.

3. The President shall preside over any meeting of the members or directors at which he

shall be present. The President shall have the power and perform the duties customarily incidental to his office and such other powers and duties as may be assigned to him by resolution of the directors.

4. The Secretary shall keep a minute book wherein all resolutions duly passed by the directors or by the members are recorded. He shall give notice of all meetings of the members. He shall have the power and perform the duties customarily incident to his office and such other powers and duties as may be assigned by the directors.

5. The Treasurer shall keep all the financial records and books of account and have custody of all funds and be responsible for the safekeeping of all monies and other money instruments belonging to the corporation. He shall be responsible for the preparation of the budget with such assistance as required. He shall have the powers and perform the duties customarily incident to his office and such other powers and duties as may be assigned by the directors.

ARTICLE VII
MANAGING AGENT

1. Unless prohibited by law, any powers and duties of the directors or officers which are delegated to the managing agent by them shall be exercised and performed by the managing agent in the place and instead of the directors or officers.

2. If a company, the managing agent must be authorized to do business in the State of Iowa.

ARTICLE VIII
CONDITIONS AND RESTRICTIONS

1. Each unit shall be subject to the covenants, conditions, easements, or other encumbrances of these Bylaws, the Declaration, and all statutes or ordinances legally applicable to the regime, all of which provisions shall be enforceable and binding as covenants running with the land, enforceable against all units and the members and their respective assigns, lessees, tenants, occupants, and successors in interest.

2. The restrictive covenants are:

   a. No member may paint or add structures or equipment to the exterior facade of the wall.

b. Dwelling units shall be used and occupied for single family dwelling purposes only. Parking units shall be used only for storage.

c. The directors may approve temporary structures, the same being otherwise prohibited, and adopt and enforce other reasonable restrictions and regulations regulating the use and enjoyment of the common elements including hot tubs or the like.

d. No animal pens, sheds, fences or other outbuildings or structures of any kind or description shall be erected by any member on any common area without receiving the prior written permission of the Board of Directors. No activity is allowed which interferes with the peaceful possession and the proper use of the property by the members nor shall any fire hazard or unsightly accumulation of refuse be allowed. All plantings, shrubs, trees and flowers shall be approved by the Board of Directors unless the same are in portable, removable, decorative pots or containers.

e. Each member covenants and agrees with all other members to repair and maintain his own unit and keep the same in good repair for the benefit of all other members and to pay his share of separately metered utility expenses.

f. Each member shall be liable to the corporation for the expenses of any maintenance, repair or replacement rendered necessary by his act, neglect, or carelessness, or by that of his family, guest, employees, agents or lessees.

g. Each member shall be liable for the expense of operating, maintaining and insuring all of the common area.

h. The units are designed for owner occupancy. No unit is to be offered for rent without an affirmative vote of the directors and written approval prior to renting the same.

ARTICLE IX
MAINTENANCE AND ALTERATION

1. All common elements and facilities shall be maintained by the corporation as a common expense unless responsibility is otherwise allocated by Exhibit "D" attached hereto and made a part hereof.

2. Each member at his own expense shall keep the interior of his unit in good order and repair. Each member at his own expense shall also maintain any fixtures or personal property within his unit unless responsibility is otherwise imposed on certain members or on the corporation in Exhibit "D" attached hereto and made a part of these Bylaws.

3. No member shall make any structural alteration or improvement to his unit or to any

common element or remove any portion thereof without first obtaining the written approval of the directors of the corporation. An application in writing for permission shall first be submitted to the directors with sufficient plans to enable them to make a full evaluation of the proposed alteration or improvement, and in any event, no such alteration or improvement shall be made which may jeopardize the soundness of any existing improvements. Any alteration or improvement of a unit shall not increase the undivided interest of any member in the common elements appurtenant to his unit.

ARTICLE X
COMMON EXPENSES

1. Common expenses shall include all charges and expenses incurred and anticipated for the operation, maintenance, administration, repair, replacement and protection of the common elements, the regime as a whole, or parts of a unit as shown on Exhibit "D", and necessary reserves therefore.

2. The corporation shall have the power to determine and collect the common expenses from the members in accordance with these Bylaws by annual or special assessment.

3. Each member shall be liable for and pay a share of the common expense equal to the percentage interest in the common element appurtenant to his unit.

4. The directors shall determine in advance for each calendar year an estimated annual amount of the common expenses, including reserves, for such coming year, except that first year shall begin on the date of occupancy. Said estimated annual amount of common expenses for each year shall be assessed and levied as follows:

    a. The full amount shall be assessed among the members according to the rules above in proportion to their respective percentage interests in the common elements appurtenant to their units.

    b. The amount so assessed shall be levied by the directors as soon as the same shall have been determined.

    c. Thereafter the amounts assessed and levied shall be payable to the corporation in twelve equal monthly installments in advance on or before the 7th day of each month. This amount may be commonly referred to as the "Monthly Maintenance Fee".

5. In the event of any shortfall in the annual assessment or any necessity to raise additional funds, the directors shall submit a proposal for a special assessment to the members for approval. Payment of an approved special assessment may be upon such terms as the members by resolution provide.

6. The corporation shall pay or cause to be paid on behalf of the members all common expenses owing to third parties. The directors shall maintain or cause to be maintained separate book of account of common expenses in accordance with recognized accounting practices and will have such books available for inspection by each member or his authorized representative at reasonable business hours. The directors will annually render or cause to be rendered a statement or summary to each owner of all receipts and disbursements during the preceding year.

7. All sums levied for the share of the common expenses chargeable to any unit shall constitute a lien on such unit until fully paid, which lien shall be prior to all other liens except only:

   a. All liens for taxes and assessments lawfully imposed by governmental authority against such unit; and

   b. All sums unpaid on first mortgages of record.

8. Upon default in any monthly payment, such lien may be foreclosed by suit by the corporation in like manner as a mortgage of real property provided the corporation has given a written notice of the default to the member who owns the unit and his mortgagee prior to filing suit. At the foreclosure sale, the corporation may bid on the unit.

9. When and if the corporation obtains title to a unit as a result of foreclosure, it shall not be liable for the assessed and unpaid common expenses on said unit.

ARTICLE XI
INSURANCE

1. Except as otherwise provided in Paragraph 5 of this Article XI, all insurance policies relating to the property shall be purchased by the corporation. Neither the corporation nor the declarant shall be liable for failure to obtain any coverage as required by this Article XI if such failure is due to the unavailability of such coverage from reputable insurance companies, or if such coverage is available only at demonstrably unreasonable cost.

2. The corporation shall obtain and maintain a blanket, "all-risk" form policy of property insurance with usual endorsements.

3. The corporation shall obtain and maintain comprehensive general liability and property damage insurance in such limits as the Board of Directors may from time to time determine, insuring the corporation, its officers and directors, the managing agent, and each member and the declarant, all as named insured, against any liability to the public or to the members individually (and their invitees, agents and employees) arising out of, or incident to the ownership and/or use of the common elements.

4. The corporation need not obtain unless the directors otherwise decide: (a) adequate fidelity coverage to protect against dishonest acts on the part of officers or employees, including the managing agent, who is or are responsible for handling funds of the corporation. Such fidelity coverage shall name the corporation as an obligee and contain waivers of any defense based upon the exclusion of person who serves without compensation from any definition of "officers" or "employees" or similar expression; (b) worker's compensation insurance; c) employer's liability insurance; and (d) such other insurance or coverages as the Board of Directors may in their discretion determine.

5. Each member shall have the right, as his own expense, to obtain insurance for his own unit and for his own benefit and to obtain insurance coverage upon his personal property and for his personal liability as well as upon any improvements made by him to his unit under coverage normally called "improvements and betterment coverage"; provided, however, that no member shall be entitled to exercise his rights to acquire coverage so as to decrease the amount which the corporation may realize under any insurance policy maintained by it or to cause any coverage maintained by the corporation to be brought into contribution with coverage obtained by a member. All such policies shall contain waivers of the insurer's rights of subrogation. No member shall obtain separate insurance policies on the property except as provided in this Paragraph 5.

6. All physical damage insurance policies purchased by the corporation shall be for the benefit of the corporation, the members, their mortgagees and the declarant, as their interests may appear, and shall provide that, with respect to any single loss, if the proceeds thereof exceed $20,000, then all such proceeds shall be paid in trust to such lending institution with trust powers as may be designated by the Board of Directors (which trustee is herein referred to as the Insurance Trustee). If such proceeds do not exceed $20,000, then all such proceeds shall be paid to the Board of Directors, as trustees, to be applied pursuant to the terms of Article XII. The sole duty of the Insurance Trustee shall be to receive such proceeds as are paid to it and to hold the same in trust for the purposes elsewhere stated in these Bylaws, for the benefit of the insured and their beneficiaries thereunder. The corporation is hereby irrevocably appointed the agent for each member, each mortgagee, other named insureds and their beneficiaries and may other hold of a lien or other interest in the property to adjust and settle all claims arising under insurance policies purchased by the corporation and to execute and deliver releases upon the payment of claims.

ARTICLE XII
REPAIR AND RECONSTRUCTION

1. Except as otherwise provided in Paragraph 8 of the Declaration, in the event of damage to or destruction of all or any part of the condominium as a result of fire or other casualty, the corporation under the direction of the Insurance Trustee or the directors shall arrange for and supervise the prompt repair and restoration of the

condominium. Notwithstanding the foregoing, each member shall have the right to supervise the redecorating of his own unit.

2. In the event of an election not to repair, rebuild or restore, any insurance proceeds received shall be distributed among all members in proportion to their respective percentage interests, after first paying out the share of each member, to the extent sufficient therefor, the amount of any unpaid liens on his unit in order of priority of such liens.

ARTICLE XIII
MORTGAGES

1. A member who mortgages his unit shall provide the corporation with the name and address of his mortgagee and the recording data of his mortgage.

2. When the corporation is giving notice to any member of default in paying an assessment for common expenses or any other default, it shall also send a copy of such notice to the mortgageee of such unit. Each mortgagee shall also be promptly notified of all actions taken under Paragraph 8 of the Declaration and of any action involving any condemnation or taking by eminent domain. The corporation shall also mail notice to all mortgagees not less than ten (10) and not more than fifty (50) days prior to the date of any meeting of the members of the corporation at which a material amendment of the Declaration or these Bylaws or the Articles of Incorporation will be proposed.

3. Any mortgagee shall have the right and be entitled to inspect the books and records of the corporation during normal business hours and to attend and be heard at any meeting of the members of the corporation.

ARTICLE XIV
OTHER PROVISIONS

1. House rules and regulations governing the details of operation and use of the common elements may be adopted or amended from time to time by resolution of the directors or members. Any member shall have the right to propose any rule or regulation or amendment thereto by directing a request in writing to the president for action at a meeting of the directors or members.

2. To amend the Bylaws, the members must adopt a resolution stating the amendment and the corporation must record in the real estate records a written instrument which states the amendment and is signed and acknowledged on behalf of the corporation by two of its officers by authority of its members; provided, however, no amendment to these Bylaws may be adopted and recorded which is inconsistent with the requirements of Paragraph 11 of the Declaration.

Dated at ~~Independence~~ Manchester, Iowa, this 17 day of August, 2018.

EXHIBIT "D"

I. ITEMS	II. GENERAL COMMON ELEMENTS UNDER ASSOCIATION RESPONSIBILITY	III. CERTAIN OTHER COMPONENTS UNDER UNIT OWNER'S RESPONSIBILITY WITHOUT RESPECT TO OWNERSHIP OF THE COMPONENT
Grounds, including all landscaped and paved areas & other improvements thereon lying outside the main walls of the buildings with the exceptions noted herein.	All, in all regards.	Routine cleaning and any repair, replacement or maintenance or plantings and improvements on patios or decks.
Building, exterior roof, vertical walls, foundations, basement floors.	All, in all regards with the exceptions noted herein.	---
Doors, main, garage & rear patio entry.	All, in all regards	Unit side of doors, all door hardware, weatherstripping and door sills.
Windows	All, in all regards	Routine painting, cleaning and repair of windows and window mechanisms serving a unit.
Exterior stoops, sidewalks, drives	Repair and replacement, routine cleaning, ice & snow removal	None
Plumbing and related systems and components thereof	All, in all regards	All portions within a unit serving only that unit, including fixtures and appliances attached thereto. Water damage to a unit, when the primary source of the problem is through negligence of the occupants of that unit.
Electrical and related systems and components thereof, including fixtures, central TV antenna system	All, in all regards There are none	All electrical and related systems and components thereof serving only one unit, including exterior fixtures serving primarily one unit. Systems serving only one unit, all, in all regards.
Heating and cooling system	All, in all regards	All improvements installed by the unit owner.
Attics		