Book 2016 Page 3236
Document 2016 3236 Type 06 018 Pages 33
Date 11/18/2016 Time 3:31:37PM
Rec Amt $167.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

Barb Sailer
563-920-5024

Prepared by: Joslyn N. Sailer, 405 Jefferson St., Suite B, Waterloo, IA 50701 (319) 229-7060

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR COUNTRYSIDE CONDOS

NOW ON THIS 17th day of November, 2016, the undersigned, Jerome A. Krogmann and Rose A. Krogmann, as Co-Trustees of the Jerome A. Krogmann and Rose A. Krogmann Revocable Trust dated July 18, 2016 (hereinafter referred to as "Developer"), hereby execute this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as "Countryside Condos" all pursuant to Iowa Code Chapter 499B, the same to take effect when filed for record in the office of the Recorder of Delaware County, Iowa.

ARTICLE I
PURPOSE AND DEFINITIONS

1.1 PURPOSE. The condominium Units which are part of this Horizontal Property Regime are intended to be the first phase of a development which may include, at the option of the Developer, additional condominium units. The Developer's option to include additional land and/or condominium units shall continue for up to twenty (20) years, unless earlier waived by Developer or Developer's successors or assigns.

1.2 DEFINITIONS. The terms employed in this Declaration shall have meanings given to them in Iowa Code Chapter 499B, unless the context or the particular provisions of any of the Articles of this Declaration require a different meaning.

ARTICLE II
DESCRIPTION OF LAND

2.1 DESCRIPTION OF LAND. The land hereby conveyed and submitted to the Horizontal Property Regime, including the buildings and all improvements erected thereon, has a legal description as follows:

> The East one hundred forty three and two-tenths (143.2) feet of Lot Nine (9) of Hawker's First Addition to Manchester, Iowa, according to Resurvey recorded in Book 2 Plats, Page 145.

A copy of the Final Plat of the property is attached hereto as Exhibit A.

2.2 ADDITIONAL PHASES. The Developer expressly reserved the right to amend and supplement this Declaration at any time for the purpose of adding real estate, buildings and improvements to this Horizontal Property Regime, all as hereafter provided for a period of up to twenty (20) years.

ARTICLE III
DESCRIPTION OF BUILDINGS

3.1 DESCRIPTION OF BUILDING. At the time of filing this Declaration, one (1) building, which is one (1) story, consists of three (3) Units under construction. Each Unit is to be used as a one-family dwelling, and shall consist of a Unit and one attached garage, as shown in Exhibit B. None of the units have a basement. The building will be constructed as set forth in the plans which are attached hereto as Exhibit C and will be constructed with principal materials of construction being wood, concrete, steel reinforcement, sheetrock, asphalt shingles, vinyl siding, insulated windows and doors, and trim. The Units may be used solely for residential purposes.

3.2 ACCESS. Exhibit B shows the location of the 30.0' roadway easement on the north side of the building that will provide ingress to and egress from the land and building to Stiles Street in Manchester, Iowa.

3.3 ADDITIONAL PHASES. The Developer hereby expressly reserves the right to amend and supplement this Declaration from time to time for the purpose of describing additional land, buildings, and Units.

ARTICLE IV
IDENTIFICATION OF UNITS; COMMON ELEMENTS BY PLAN AND NUMBER; CERTIFICATES; EXHIBITS

4.1 EXHIBITS ATTACHED. There is attached hereto, the following exhibits:

Exhibit A: Final Plat
Exhibit B: Building Location
Exhibit C: Floor and Building Plans
Exhibit D: Articles of Incorporation
Exhibit E: Bylaws

4.2 PLANS ATTACHED. There is attached hereto as Exhibit C, exact copies of the plans of the building which show graphically all particulars of the building as required by Iowa Code Section 449B.6. The location of all common elements affording access to each unit or otherwise, and the limited common elements all as they relate to the building under construction, as shown and depicted by survey, plans, and/or graphically insofar as possible by Exhibit B, attached hereto and made a part hereof as certified by Randall L. Rattenborg, a licensed Professional Land Surveyor.

4.3 IDENTIFICATION OF UNITS AND GARAGES BY NUMBER. The Units are numbered 808, 810, and 812. Each Unit is identified and described by a number assigned to it and such number and the location of each Unit are shown on Exhibit B.

4.4 AMENDMENT BY DEVELOPER. It is expressly understood that, if additional buildings and Units are constructed, both the land described in Section 2.1 above, and other lands and real estate which may be added to this Declaration through later amendment by the Developer, that additional plans, exhibits, and certificates will be provided and attached as an amendment to this Declaration in order to accurately describe and identify the Units, as they are constructed.

ARTICLE V
DESCRIPTION/DEFINITION OF COMMON ELEMENTS AND UNITS

5.1 Each Unit submitted to this Horizontal Property Regime is a separate parcel of real estate, individually owned by an owner(s) thereof, and of common property (sometimes referred to as "common elements") which is 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:

A. GENERAL COMMON ELEMENTS. The general common elements include the land described in Article II and all improvements, including the exterior of the Building, and facilities thereof situated on the land, except the individual Units and except such common elements as are limited common elements. The general common property includes, without being limited thereto, all property defined as such in Iowa Code Section 499B.2(5), the land, landscaping and plantings, sidewalks, outside lighting systems and fixtures, outside parking stalls, all ventilation and exhaust systems, the lighting systems and fixtures of the common areas, gutters and down spouts, areaways, the chimneys and fresh air ducts, and equipment for the common areas.

All structural elements of the buildings, including but not limited to, the foundation, slabs, exterior walls, exterior doors and exterior windows, roof and attic, interior load bearing walls, walls dividing Units, or other structural elements of the Building not reserved to a Unit, and personality required by the Association for its functions as the counsel or co-owners, are general common elements.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities or systems for purposes of utility or other services to or for an individual unit (as distinguished from actual machine or piece of

equipment to which they are connected) are general common elements so long as the same is connected to any other such easements to units for all such lines, wiring, ducts and the like above referred to for the furnishing of utility and other services or systems to the other units and to the common property and easements of support in every portion of a unit which contributes to the support of the improvements.

Notwithstanding the foregoing, the general water systems and individual meters therefore, as well as the heating and air conditioning unit, and the lines and pipes leading to and from a unit for its heating and air conditioning unit shall not be common elements, but shall be the separate property of the designated unit.

B. LIMITED COMMON ELEMENTS. The limited common elements include such common property which is classified by Iowa Code Section 499B.2(6). The common property which is specified and determined to constitute a limited common element for the use of a unit includes, but is not limited to, the following: the patio or deck adjoining a unit, doors and windows, including any sliding glass door or window set in the wall of a Unit and any non-load bearing partitions or walls within a unit (but excluding any lines, wires, ducts and the like situated within such partitions).

All fixtures and attachments, machines and equipment in the nature of fixtures or attachments (including the lines, wiring, ducts and the like used in connection therewith and which are defined as general common elements) installed during construction and contained within or servicing solely a Unit, such as furnace, air compressor, water heater, range, plumbing, and air conditioning equipment are limit common elements for such Unit.

C. UNITS. Each Unit shall consist of the area between the interior surfaces of its perimeter walls (including windows and sliding doors or windows, and including the interior surface of the exterior door(s)), and between the lower surface of the ceiling and the upper surface of the concrete slab or the floor. Each Unit shall further include the garage accessible from the interior of the Unit. Each garage shall consist of the area between the interior surfaces and its perimeter walls (including the garage door) and between the lower surface of the ceiling and the upper surface of the concrete slab. In all cases, a Unit shall include and be defined by the surfaces referred to and shall include any

non-load bearing partitions within, except that all lines, wires, ducts and the like within any non-load bearing partition wall shall be excluded and shall not constitute a part of the Unit for purposes of separate ownership of such Unit.

D. ELEMENTS INCLUDED. Whenever there is a reference in this Article V to a Unit, common elements, or limited common elements, such references shall also include automatically any Units, general common elements and limited common elements which may be later added by amendment, at the option of the Developer.

ARTICLE VI
IDENTIFICATION OF UNITS BY NUMBER
FRACTIONAL INTEREST OF UNIT IN THE COMMON ELEMENTS

6.1 Each original Unit included in this Declaration has appurtenant and assigned to it an undivided 1/3 interest in the common elements. In the event the Developer exercises its right to add additional Units to this Declaration, then the undivided fractional interest after the amendment shall be expressed by the fraction where the numerator is one (1) and the denominator is the total number of units, including the units added by the amendment made by the Developer. The sum of the fractional interests shall at all times equal one (1). The common interest of a unit in the common elements shall be inseparable from each unit and any conveyance.

ARTICLE VII
VOTING RIGHTS OF THE UNIT OWNERS

7.1 The total number of votes outstanding and entitled to be cast by the owners of the Units is three (3), which is equal to the number of Units. The owner (or owners, collectively) of each Unit, as such and as an Association member, shall be entitled to cast one (1) vote for each Unit owned.

ARTICLE VIII
DEVELOPER'S RESERVED RIGHTS AND POWERS

8.1 DEVELOPER'S ACTIVITIES AND UNIT OWNERSHIP. Developer is irrevocably and perpetually empowered, notwithstanding any other use restriction or other provision of the condominium documents to the contrary, to sell, lease, or rent units to any person and 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, 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 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. In addition, unsold units owned by the Developer shall only be subject to assessment as stated in the Bylaws of the Association.

8.2 CONSTRUCTION OF UNITS. The construction of units shall be in accordance with the terms of this Declaration and the plans and exhibits attached hereto, except Developer reserves the right on its own initiative or pursuant to this agreement with the owner of a particular unit, or at the instance of mortgagees, any insurance carrier, the architect, or the public authorities, to make or authorize variations therefrom or adjustments or any unsubstantial character which are not meaningfully prejudicial to the rights of owners and do not materially affect such rights or the value of a unit, which variations or adjustments are permitted without necessity of consent by other owners and shall not constitute an amendment of this Declaration.

8.3 DESIGNATION OF ASSOCIATION DIRECTORS. As set forth in the Bylaws of the Owners' Association, the Association and its affairs shall be governed, managed, and administered by a Board of Directors (hereinafter sometimes referred to as the "Board"). The initial Board is one (1) in number and the initial director is Jerome Krogmann. The term of the initial director shall commence on the day the Articles of Incorporation are filed with the Iowa Secretary of State and shall continue until all Units have been conveyed by Developer or until Developer relinquishes control of the Board, whichever occurs first. Thereafter, the appointment of the Board shall be governed by the Bylaws.

8.4 RIGHT TO ADD BY AMENDMENT. Notwithstanding anything else contained in this Declaration, the Developer or Developers assigned expressly reserve the right for a period of twenty (20) years after the filing of this Declaration, to amend the Declaration for the purpose of additional lands and units and buildings to the Horizontal Property Regime. The fact that the Developer has retained a right to amend this agreement shall not require the Developer to do so. The Developer, by retention of such right, does not promise that further development will occur. In the event Developer determines that this Declaration should be amended in order to permit an addition to the Declaration, then notice in writing shall be given to the Board of Directors. Developer agrees that all costs incurred for the purpose of filing Amendments to this Declaration shall be paid by the Developer or the Developer's assigns. No Amendment shall be effective until it has been recorded in the office of the Recorder of Delaware County. Developer is hereby authorized to prepare such Amendment and file them without further consent of the Board of Directors or of any of the property owners of the Horizontal Regime. The term "Developer" herein shall include any of the Developer's assigns, properly given. Nothing herein shall restrict the right of the Developer in the exercise of the Developer's right to add additional buildings and land to the regime to build buildings and condominium units different from those depicted in the plans and exhibits attached hereto.

ARTICLE IX
APPURTENANCES TO UNIT OWNERSHIP

9.1 APPURTENANCES. The ownership of each unit shall include all the appurtenances thereto including but not limited to the following:

A. FRACTIONAL INTEREST OF OWNERSHIP OF COMMON ELEMENTS AND FUNDS; LIABILIITES FOR EXPENSES. There shall be appurtenant to each unit and the ownership thereof an undivided ownership interest in or liability for (1) the general common elements; (2) the limited common elements; and (3) the common expenses and liabilities of the Association. Such undivided fractional interest of ownership or liability shall be the fraction fixed for the unit by Article VI.

B. ENCROACHMENT EASEMENTS. If any portion of the common element 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 the building or from alteration, repair or improvements to 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:

1) INGRESS, EGRESS AND MAINTENANCE. Easements are reserved for ingress and egress through the common areas for access to the units and through the common areas and the units for purposes of maintenance repair, replacement or reconstruction of each as authorized;

2) SUPPORT. Every portion of a unit contributing to the support of the unit buildings is burdened with an easement of support for the benefit of all other units and common elements in or of the buildings; and

3) 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 and other services and facilities to the other units and common areas, provided such easement through a unit shall be only according to the plans and specifications for the unit

buildings and as varied during construction as herein permitted unless otherwise agreed by the unit owner.

4) POSSESSION AND UNIT OF UNIT INCLUDING AIR SPACE. In additional 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.

9.2 PERPETUAL EASEMENTS. All easements and rights described or authorized herein are easements appurtenant, running with the land, perpetually in full force and effect, and at all times shall inure to the benefit of and be binding on any Owner, and occupants of Units and all other persons having an interest in the property, or any part or portion thereof.

9.3 SUBDIVISION. No Unit shall be subdivided.

9.4 DEVELOPER'S RIGHTS. In addition to the easements granted and maintained herein, if Developer exercises its rights to add to this Horizontal Regime, then the easements granted shall be expanded to include and conform to the additional properties added to the Regime in substantially the same way and manner as the easements granted to this original Horizontal Regime.

ARTICLE X
MANAGEMENT OF THE REGIME

10.1 OWNERS' ASSOCIATION; MEMBERSHIP; VOTE OR OTHER ACTION OF OWNERS. The business and affairs of the regime shall be governed and managed by the Owners' Association, a non-profit membership corporation organized and existing under Iowa Code Chapter 504, which corporation is and shall constitute the council of the co-owners of the units and common elements submitted to the regime, all as provided by Iowa Code Section 499B.2(4), and in accordance with the Bylaws, which are attached hereto as Exhibit E. 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.

10.2 INCLUDED POWERS; FORECLOSURE OR LIEN; WAIVER OF PARTITION. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it by Iowa Code Chapters 504 and 499B, and such as are more particularly set forth in the condominium documents, including the making of assessments

chargeable to owners and a lien on units for any common expenses, and the right to foreclose the lien thereof and acquire a unit at foreclosure sale, and to hold, lease, mortgage or convey the same. Such acquisition shall be on behalf of all unit owners, all of whom, however, shall be deemed to have waiver all rights of partition with respect thereto.

10.3 NO AVOIDANCE BY WAIVER OF USE; RIGHT OF ENTRY. The liability of a unit owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of a unit for which an assessment is made. Except in the event of an emergency, the Association shall have the right exercisable at reasonable hours to enter a Unit as may be necessary or advisable to exercise its right or responsibilities. In the event of an emergency, the Association shall have the right to enter a Unit at any time as may be necessary or advisable to exercise its rights or responsibilities.

ARTICLE XI
CONDITIONS AND RESTRICTIONS ON OWNERSHIP, USE, AND ENJOYMENT

11.1 The ownership, use, and 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 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, lessees, tenants, occupants and successors in interest. The following particular covenants, conditions, restrictions, and requirements are hereby noted and set forth:

A. SINGLE FAMILY RESIDENCES. Each unit shall be used as a residence for a single family and for no other purpose. Activities therein shall not interfere with the quiet enjoyment or comfort of any other Owner or occupant, and in no event shall any part of the Property be used as a school or music studio.

B. LEASING. No unit owner (except Developer, or a Mortgagee who takes title in lieu of foreclosure, or who under the terms of his or her mortgage, or decree of Court foreclosing said mortgage takes possession or title or a unit) shall have the right to lease his or her unit for a period in excess of six (6) months in any one calendar year without the prior written consent of the Association. In the event of any such leasing by an Owner, the tenant shall observe all rules and Bylaws of the Association. In case of violation of any rules or Bylaws, the Board may demand that such tenant surrender such possession immediately.

C. SATISFACTION OF LIENS AND ASSESSMENTS. No such owner shall have power to convey, mortgage, pledge, sell or lease such unit unless and until (1) all common charges assessed or accrued are paid; and (2) all unpaid liens against such unit are satisfied.

D. EXTERIOR APPEARANCE. No unit owner may paint or add structures or equipment to the exterior façade of the walls.

E. NO ADVERSE USE. A unit owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness, or by that of his/her family, guests, employees, agent or lessees, which liability shall include any increase in insurance rates resulting therefrom.

F. ALTERATIONS OF COMMON ELEMENTS. Nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Association, except as provided in this Declaration or in the Bylaws of the Association.

G. PETS. No animals, livestock, fowl, or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, nor shall any dogs, cats, or other normal household pets be kept in any Unit or in the Common Elements.

H. NUISANCES. No noxious or offensive activity shall be carried on in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or occupants.

I. OUTSIDE STRUCTURES ON COMMON ELEMENTS. No sheds, fences, or other out buildings or structures of any kind shall be erected by any 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 co-owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. All laws, ordinances and the regulations of the governmental bodies shall be observed by the owners and the Association.

J. PARKING ON COMMON ELEMENTS. There shall be no parking of baby carriages, playpens, bicycles, wagons, toys, vehicles, boats, campers, or trailers, on any part of the common elements; provided, however, that automobiles may be parked on the surfaced areas designated for such use.

K. UNSIGHTLY USE OF COMMON AREA AND ELEMENTS. No clothes, sheets, blankets, laundry, or any kind of other articles shall be hung out or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris, and other unsightly materials. All garbage containers shall be stored inside the Units.

L. STRUCTURAL INTEGRITY. The design and layout of the Building and grounds submitted to the condominium regime and the integrity and

appearance of the regime as a whole are the common interest of all Owners. No work of any kind is to be done upon the exterior building walls or upon interior boundary walls or doors without obtaining the approval of the Association. The Association shall have the right to prohibit the alteration of the Buildings, garages or other interior or exterior facades, including, but not limited to, decks, vertical and horizontal surfaces and roofs, in order to maintain a consistent and uniform appearance throughout the regime.

M. INSURABILITY. 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.

N. SIGNS. In the event a Unit owner desires to sell his or her Unit, he or she may cause to be erected one for sale sign on the common elements in front of his or her unit, not exceeding six (6) square feet in surface area.

O. The Unit owner and every Unit owner, by the acceptance of a Unit deed, and their heirs, successors and assigns, covenant that they will faithfully observe all of the terms, covenants and conditions.

ARTICLE XII
AMENDMENT

12.1 MINOR AMENDMENTS. Developer may make minor amendments to this Declaration without the consent or approval of the Unit Owners of their mortgagees. Such amendments shall be for the purpose of clarification or correction of errors in the Declaration and shall not affect the substantive rights of a Unit Owner.

12.2 OTHER AMENDMENTS. Except as otherwise provided in the Declaration, the Bylaws, the Declaration and the Declaration Plans may be amended in the following manner:

A. Notice of the subject matter of the proposed amendment in reasonably detailed form shall be included in the notice of any meeting of the unit owners held in accordance with the provisions of the Bylaws at which a proposed amendment is to be considered;

B. A resolution adopting a proposed amendment may be proposed by either the Council or by a majority of the unit owners at a meeting called for the purpose. Such amendment must be approved by two-thirds (2/3) the unit owners voting in accordance with the procedures established by the Bylaws and the holders of first mortgages of the units of such unit owners; and

C. All amendments made as herein above provided shall be evidenced by a written instrument, executed and acknowledged by the members of the Association, which shall contain a certification that the amendments were approved in accordance with Article XII. Such instrument shall be recorded and shall become effective on the date upon which such instrument shall have been recorded. Copies of such instrument shall be sent to each unit owner in the manner provided in the Bylaws for the giving of notices to unit owners, but the same shall not constitute a condition precedent to the effectiveness of such amendment.

12.3 The Developer shall be permitted to amend this Declaration and the Bylaws for twenty (20) years after the filing of the original Declaration for the purpose of adding additional property and condominium or housing units to this Horizontal Property Regime. Developer shall notify the Board of Directors of the Association of its intention to amend the Declaration and Bylaws, and shall set forth in writing the proposed amendment. Any amendment shall be published and mailed to each owner of a condominium unit, as shown on the books of the Countryside Condos Homeowners' Association.

12.4 No amendment to this Declaration or the Bylaws, without the express written permission of the Developer, will be permitted which would void the right of the Developer to cause the Declaration and Bylaws to be amended, as described in Section 12.3 above, and elsewhere in this Declaration.

ARTICLE XIII
PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION

13.1 Damage or destruction to all or any part of the condominium property shall be repaired or the same restored, rebuilt or reconstructed, as the case may be, if two-thirds (2/3) of the total number of votes outstanding and entitled to cast are voted in favor of such repair, restoration, rebuilding or reconstruction. If less than two-thirds (2/3) of such votes are cast in favor of such actions, the outcome of the vote taken shall automatically constitute a determination that the entire condominium property be deemed owned in common by the unit owners and subject to partition and sale, it being understood that no separate part of the property may otherwise be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing. That percentage of all the owners and the units submitted to the regime who together cast the necessary percentage of the total number of votes outstanding and entitled to be cast in favor of or against any of such actions shall be the number and percentage of such owners whose votes shall be determinative of whether to rebuild, repair, restore, or reconstruct all or any portion of the property or whether to deem the property to be owned in common.

13.2 A vote and determination to repair, rebuild, restore or reconstruct made pursuant to paragraph 13.1 of this Article (but not a presumed determination pursuant to paragraph 13.3 next following) may be recalled and superseded as follows: After the bids for the necessary work have been taken and the amount of insurance proceeds or other funds available for the work are

known and if the total amount of the resulting assessment as will be required to finance the work exceeds 10% of the pre-casualty value of the entire condominium property at the time of the casualty, the Board of Directors shall call a special meeting of the members of the Association to consider under such circumstances whether or not the property in question shall be restored, rebuilt, repaired or reconstructed; the work shall in such event be done only if two-thirds (2/3) of the total number of votes outstanding and entitled to be cast are cast in favor of the proposed action, and if the work is not thus authorized, the original determination shall stand rescinded and superseded, and the entire condominium property shall be deemed to be owned in common by the unit owners with the same effect as in the case of a negative vote pursuant to paragraph 13.1 of this Article.

13.3 All damage or destruction of a minor character shall be repaired, rebuilt, reconstructed or restored by the Board of Directors of the Association or a unit owner, as applicable, without necessity of formal vote or determination. Minor damage or destruction shall include but not be limited to such as can be reasonably repaired, restored, rebuilt, or reconstructed within thirty (30) days after the applicable occurrence (exclusive of delays or interruptions resulting from lack of available contractors, labor, materials, or funds). In the event of doubt or whether damage or destruction is minor, or in any case, any owner entitled to cast at least one-third (1/3) of the total number of votes outstanding may call for a special meeting or referendum for a vote and determination of whether to repair and the like pursuant to paragraph 13.1 of this Article, and the determination thus made shall control irrespective of whether the damage or destruction might have otherwise been treated as minor, provided in all cases that if no formal vote and determination has been taken and made within thirty (30) days of the date of the damage or destruction in question, it shall be conclusively presumed and in particular for purposes of Iowa Code Section 499B.16, that the Association and unit owners have in fact determined to rebuild, repair, restore or reconstruct, as the case may be.

13.4 Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration, or reconstruction of the property shall contain the same number and mix of units and be substantially in accordance with the plans and specifications of original constructions, as available for the Exhibits hereto and the fractional interest and other appurtenances to each unit after such repair, rebuilding, restoration, or reconstruction shall be the same as before. An amendment, as contemplated above, of the plans and specifications and affecting the appurtenances to the mix of the unit must be adopted by unanimous vote of those persons entitled to vote pursuant to the Bylaws.

13.5 The provisions of this Article are intended to govern in the event of damage or destruction resulting from an occurrence or casualty which, although to be broadly construed, may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, and in any event paragraph 13.4 and the other provisions of this Article shall not govern in the event of repair, rebuilding, restoration, or reconstruction necessitated on account of long-term obsolescence or condemnation of any unit within the regime.

ARTICLE XIV
INSURANCE

14.1 The Association shall maintain the insurance as specified in Article V of the Bylaws. Premiums for such insurance shall be deemed a common expense.

ARTICLE XV
BYLAWS

15.1 The administration and operation of the property shall be governed by Bylaws of the Owners' Association, and a copy of which has been attached hereto, marked as Exhibit E, and is by this reference made a part hereof. Each unit owner shall comply strictly with the Bylaws and any administrative rules and regulations adopted pursuant thereto or as any of the same may be, from time to time, amended.

ARTICLE XVI
MISCELLANEOUS

16.1 CAPTIONS. Captions used in this Declaration are inserted solely as a matter of convenience and shall not be relied upon or used in construing the effect or meaning of any of the text of the documents.

16.2 PROVISIONS BINDING UPON SUCCESSORS AND ASSIGNS; COVENANTS RUNNING WITH THE LAND. The present title to the property and the title to each unit shall be hereafter conveyed or acquired in any manner, is hereby expressly declared and made subject to the terms and provisions of the Declaration, the Bylaws, the Rules and Regulations of the Board of Directors and other documents, and will comply therewith. All provisions of the documents shall be construed to be covenants running with the land and with every part thereof and interest therein, including but not limited to every unit and the appurtenances thereto; and every unit owner and claimant of the property or any part thereof or interest therein, and his heirs, executors, administrators, successors and assigns shall be bound by all of the provisions of this document.

16.3 GENDER, SINGULAR, PLURAL. Whenever the context so permits, the use of the plural shall include the singular, the singular shall include the plural and any gender shall be deemed to include all genders.

16.4 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.

16.5 CONDITIONS SUSTAINED. No covenants, restrictions, conditions, obligations or provisions contained in this Declaration shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches which may occur.

16.6 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 without sale, except in connection with removal of all of the property from the regime pursuant to Iowa Code Section 499B.8, 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.

16.7 EFFECTIVE DATE OF FRACTIONAL INTEREST. The fractions of ownership interest 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 occupant or use and whether the Units are sold or not.

16.8 INVALIDITY. The invalidity of any covenant, restriction, condition, limitation or any other provision of this Declaration or any part of the same, shall not impair or affect in any manner the validity, enforceability or effect of the rest of this Declaration.

IN WITNESS WHEREOF, Jerome A. Krogmann and Rose A. Krogmann, as Co-Trustees of the Jerome A. Krogmann and Rose A. Krogmann Revocable Trust dated July 18, 2016, have caused their names to be signed this 17th day of November 2016.

Rose A. Krogmann

Rose A. Krogmann, Co-Trustee of the Jerome A. Krogmann and Rose A. Krogmann Revocable Trust dated July 18, 2016

Jerome A. Krogmann

Jerome A. Krogmann, Co-Trustee of the Jerome A. Krogmann and Rose A. Krogmann Revocable Trust dated July 18, 2016

STATE OF IOWA)
)ss.
COUNTY OF DELAWARE)

This instrument was acknowledged before me on this 17th day of November, 2016, by Rose A. Krogmann and Jerome A. Krogmann.

Barbara K. Sailer

Notary Public, State of Iowa

BARBARA K. SAILER
Commission Number 194508
My Commission Expires
1-26-19

COUNTY: DELAWARE
SECTION 28, T 89 N, R 5W
ALIQUOT PART: NE 1/4 - SW 1/4
CITY: MANCHESTER
SUBDIVISION: HAWKER'S FIRST ADDITION
BLOCK:
LOTS: PART OF LOT 9
PROPRIETOR: JEROME A. KROGMANN & ROSE A. KROGMANN, AS
CO-TRUTEES OF THE JEROME A. KROGMANN & ROSE A. KROGMANN REVOCABLE TRUST
REQUESTED BY: JEROME KROGMANN

FILED
OCT 17 2016
DELAWARE COUNTY ASSESSOR

FILED
OCT 17 2016
CARLA K. BECKER
DELAWARE COUNTY AUDITOR

Book 2016 Page 2829
Document 2016 2829 Type 06 002 Pages 1
Date 10/17/2016 Time 9:27:31AM
Rec Amt $7.00

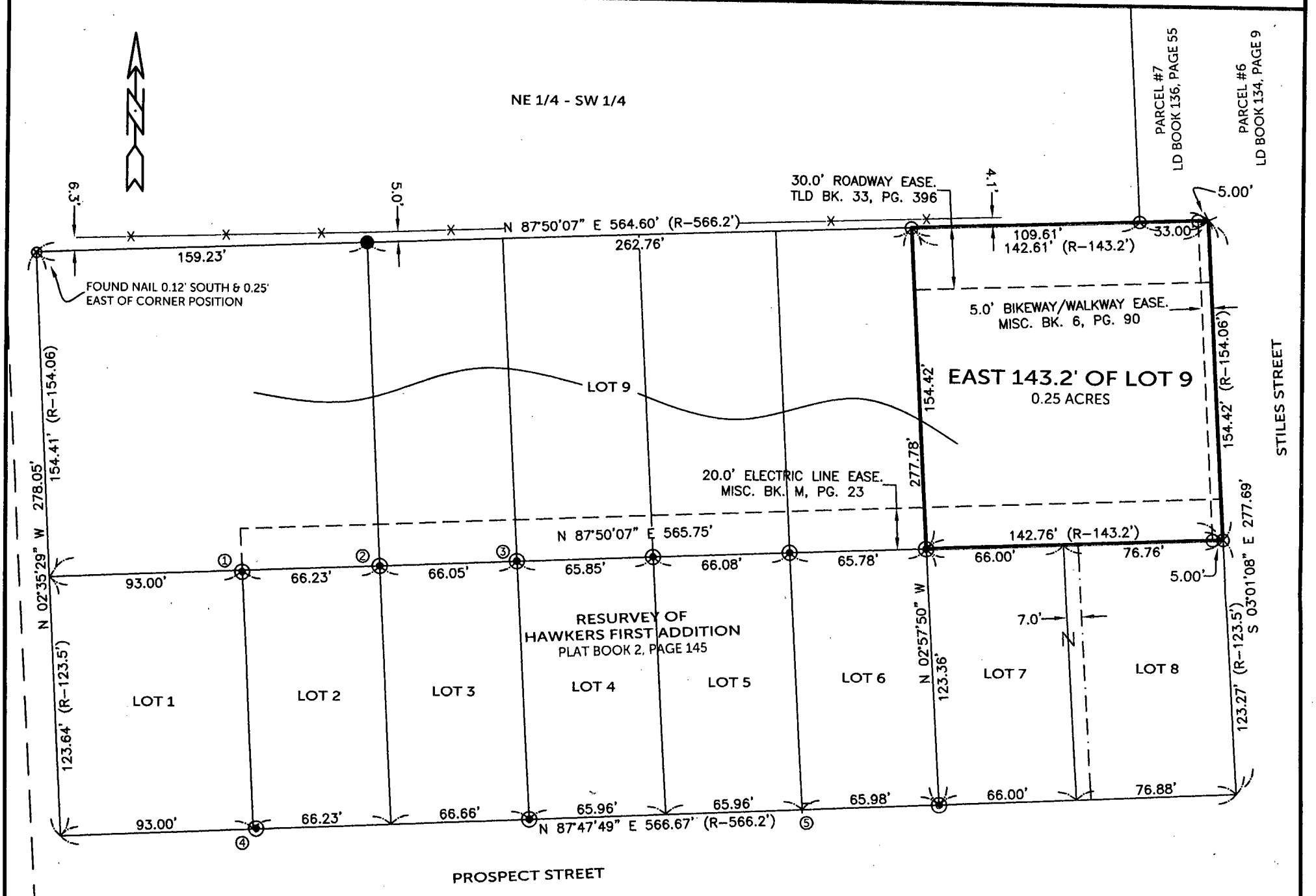
Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

PREPARED BY/RETURN TO: RANDALL L. RATTENBORG 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

RETRACEMENT PLAT

THE EAST 143.2' OF LOT 9 OF HAWKERS FIRST ADDITION

IN THE NE 1/4 OF THE SW 1/4, SECTION 28, T89N, R5W OF THE FIFTH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA



NOTES:

1. USED EAST-WEST POSITION TO ESTABLISH LOT LINE. PIPE IS 0.77' SOUTH OF CORNER

2. & 3. FOUND 3" STEEL POST FILLED WITH CONCRETE. USED TOP OF POST FOR LOCATION

4. FOUND PIPE LEANING. TOP OF PIPE IS 1.38' EAST & 0.29' NORTH OF CORNER

5. FOUND 1/2" ROD WITH 90° BEND AT TOP. USED THIS FOR EAST-WEST LOCATION OF LOT LINE. CORNER IS 0.40' SOUTH OF MONUMENT

LEGEND

- FOUND 1/2"ø REBAR w/ YELLOW CAP PLS 12642
- FOUND 1" I.D. IRON PIPE (UNLESS NOTED)
- SET 1/2" REBAR w/ ORANGE CAP PLS 17939
- SET CUT "X"
- SECTION LINE
- QUARTER LINE
- QTR.-QTR. LINE
- FENCE LINE
- CENTER LINE
- EASEMENT OR ROW LINE
- LOT LINE
- BOUNDARY ESTABLISHED
- R RECORDED

SURVEYED ON: 9/30/2016
SURVEY REQUESTED BY: JEROME KROGMANN
Q:\Civil3D_Survey\Manchester\Manchester 2015 Revised.dwg

LICENSED PROFESSIONAL LAND SURVEYOR
RANDALL L. RATTENBORG
17939
IOWA

SHEETS COVERED BY THIS SEAL: THIS SHEET

PROPRIETORS: JEROME A. KROGMANN & ROSE A. KROGMANN, AS CO-TRUSTEES OF THE JEROME A. KROGMANN & ROSE A. KROGMANN REVOCABLE TRUST

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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

10/14/16

RANDALL L. RATTENBORG P.L.S. LIC. #17939 DATE
MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017

BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 16-130
SCALE: 1"=60'
DATE: 10/5/2016
DRAWN BY: RLR
CHECKED BY: DDK/DM
GPS BOX: MANCHESTER
SHEET 1 OF 1

60 0 60
SCALE: 1" = 60'

EXHIBIT
A

EXHIBIT

tabbies

B

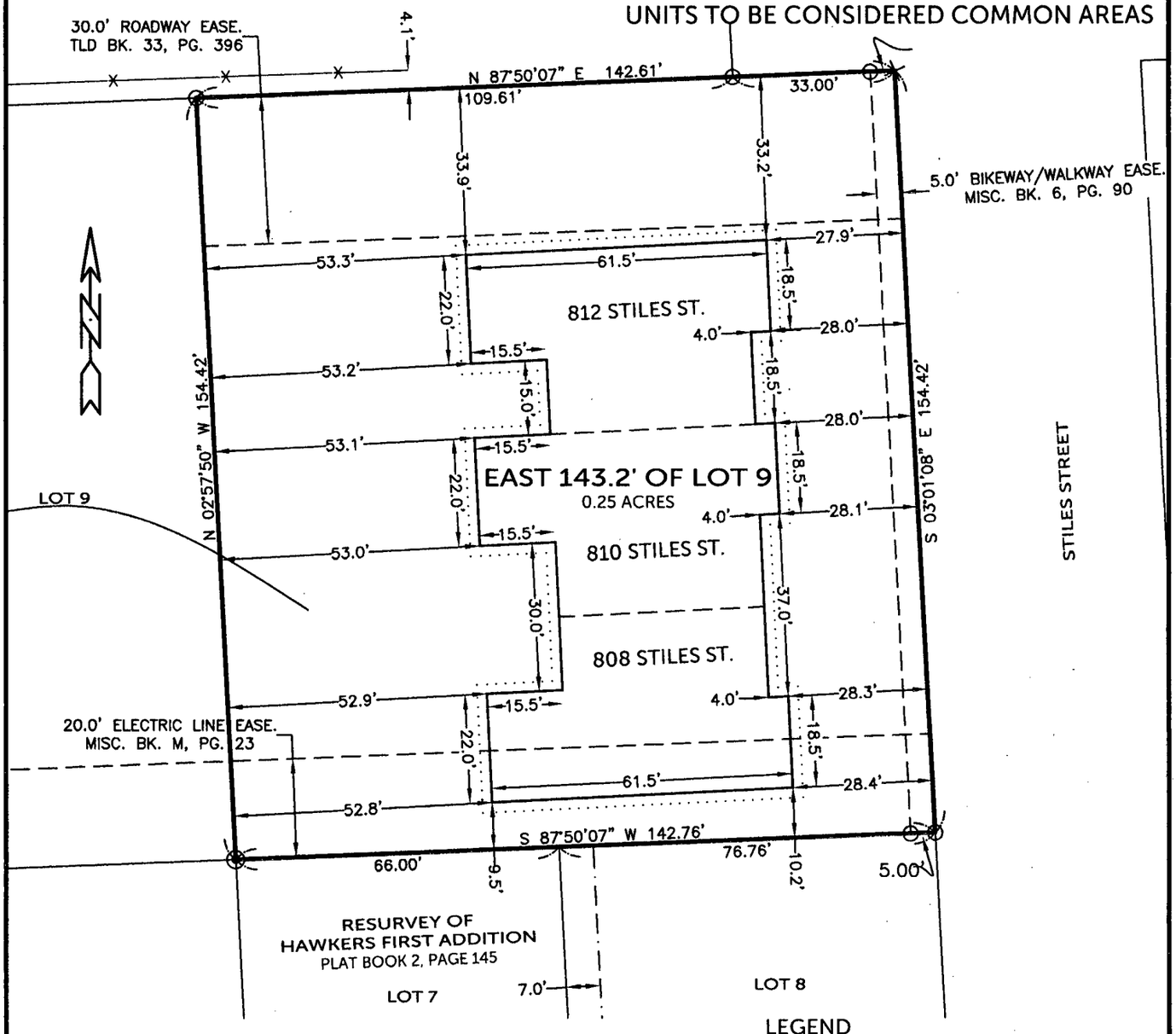
PREPARED BY/RETURN TO: RANDALL L. RATTENBORG 105 W. MAIN ST., MANCHESTER, IA 52057 563-927-2434

THE EAST 143.2' OF LOT 9 OF HAWKERS FIRST ADDITION

IN THE NE 1/4 OF THE SW 1/4, SECTION 28, T89N, R5W OF THE FIFTH P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

BUILDING LOCATION EXHIBIT

ALL AREAS OUTSIDE OF THE CONDOMINIUM UNITS TO BE CONSIDERED COMMON AREAS



30 0 30

SCALE: 1" = 30'

LEGEND

- FOUND 1" I.D. IRON PIPE
- SET 1/2" REBAR w/ ORANGE CAP PLS 17939
- SET CUT "X"
- 2' OVERHANG LINE
- FENCE LINE
- EASEMENT OR ROW LINE
- LOT LINE
- BOUNDARY ESTABLISHED
- R RECORDED

THIS DETAIL SHEET SHOWS
IMPROVEMENTS AS OF OCTOBER 5, 2016

SURVEYED ON: 9/30/2016

SURVEY REQUESTED BY: JEROME KROGMANN

Q:/CIVIL3DSURVEY/MANCHESTER/MANCHESTER 2015 REVISED.DWG

LICENSED PROFESSIONAL LAND SURVEYOR
RANDALL L. RATTENBORG 17939
IOWA

SHEETS COVERED BY THIS SEAL: THIS SHEET

PROPRIETORS: JEROME A. KROGMANN & ROSE A. KROGMANN, AS CO-TRUSTEES OF THE JEROME A. KROGMANN & ROSE A. KROGMANN REVOCABLE TRUST

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 PROFESSIONAL LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

10/14/16

RANDALL L. RATTENBORG P.L.S. LIC. #17939 DATE

MY LICENSE RENEWAL DATE IS DECEMBER 31, 2017

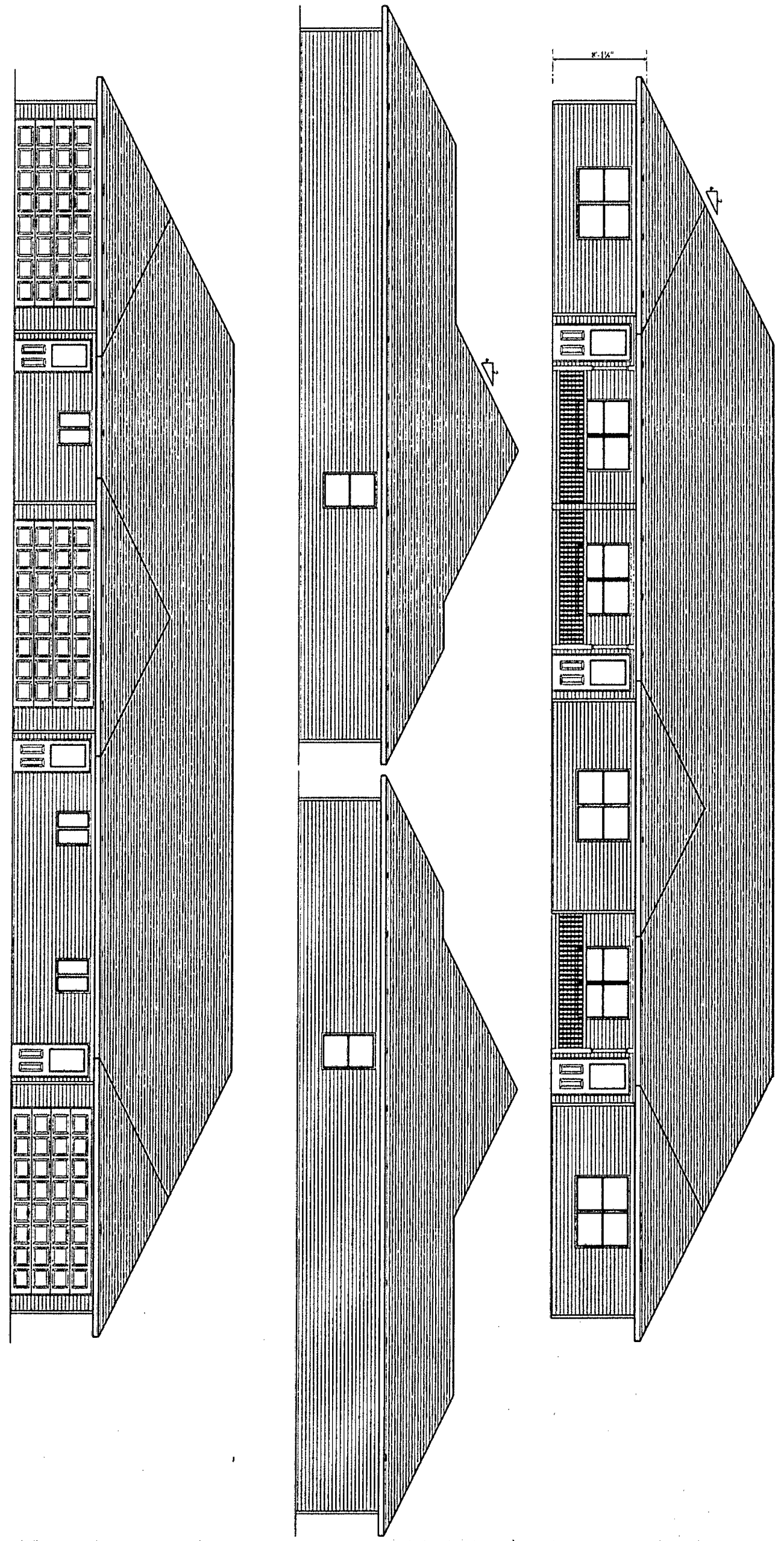
BURRINGTON GROUP, INC.
Civil Engineering | Land Surveying
105 W. Main Street Manchester, Iowa 52057 burringtongroup.com

PROJECT NO. 16-130
SCALE: 1"=30'
DATE: 10/5/2016
DRAWN BY: RLR
CHECKED BY: DDK/DM
GPS BOX: MANCHESTER
SHEET 1 OF 1

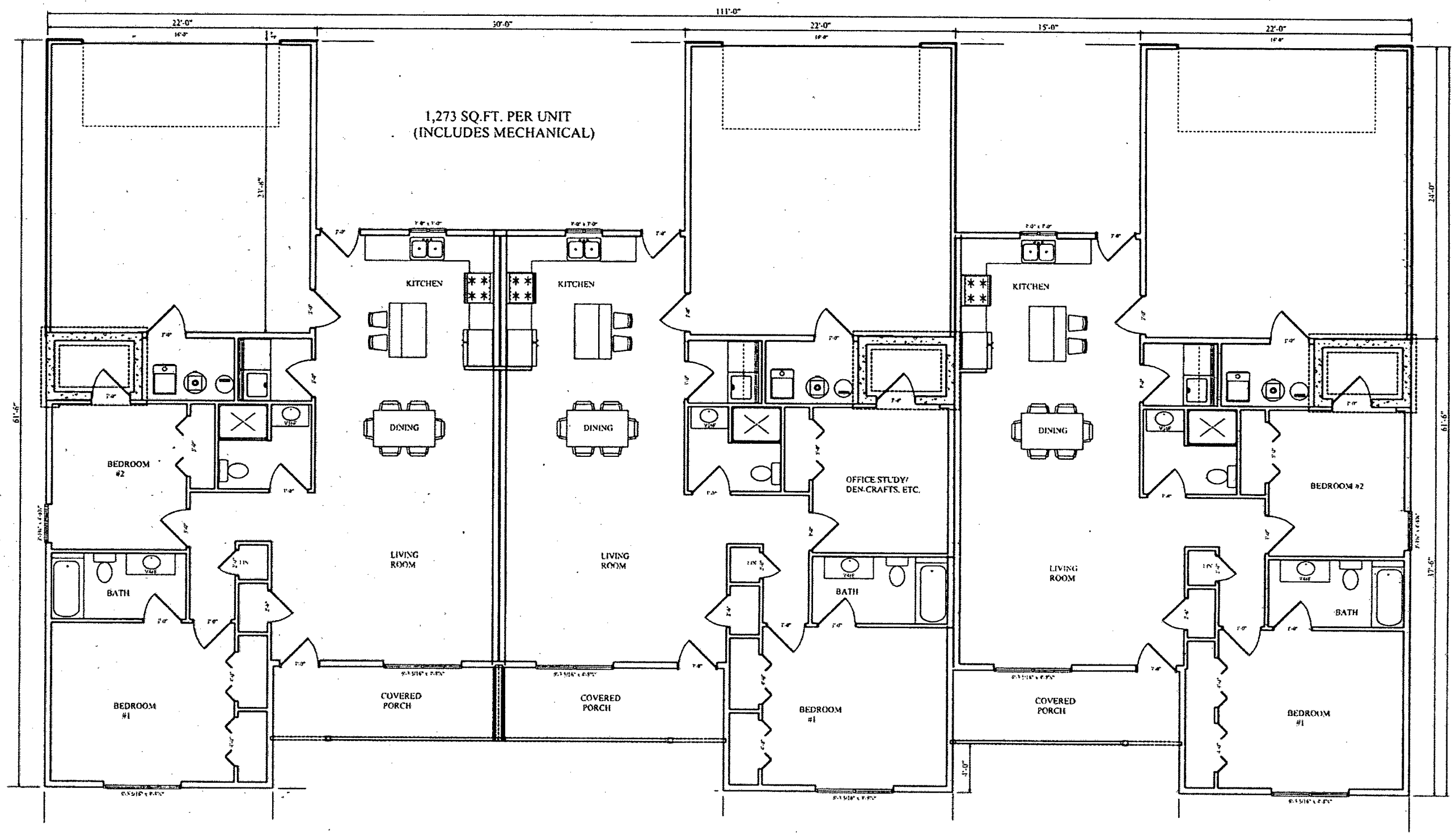
EXHIBIT

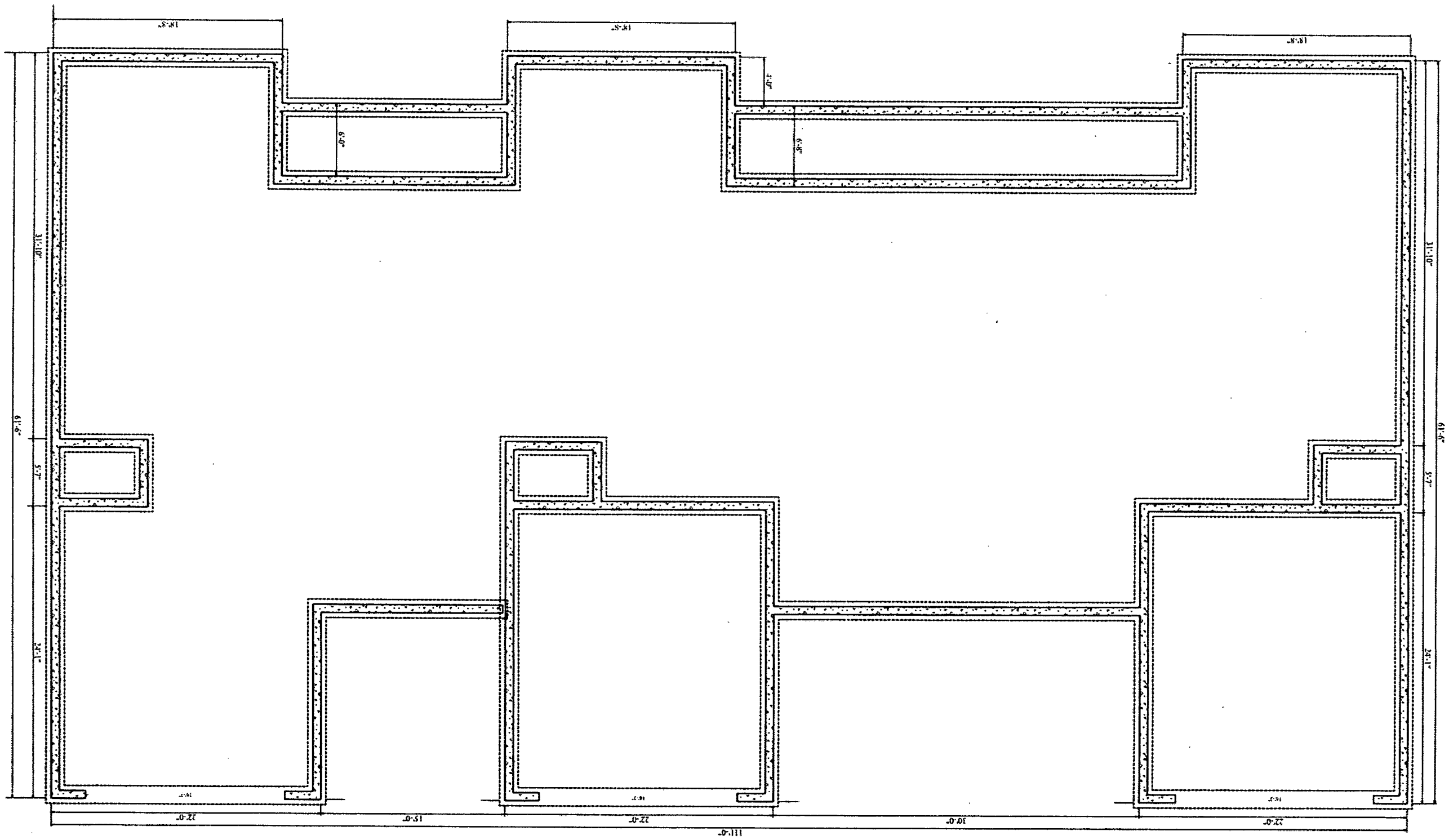
tabbies

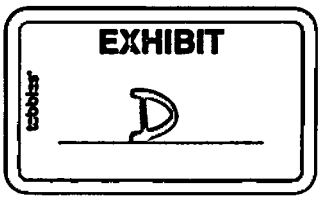
C



1,273 SQ.FT. PER UNIT
(INCLUDES MECHANICAL)




18'-8"
18'-8"
18'-8"
3'-0"
6'-9"
6'-9"
31'-10"
61'-6"
5'-7"
24'-11"
31'-10"
9'-19"
5'-7"
24'-11"
22'-0"
15'-0"
22'-0"
10'-0"
22'-0"
111'-0"



ARTICLES OF INCORPORATION
OF
COUNTRYSIDE CONDOS
OWNERS' ASSOCIATION

To the Secretary of State of the State of Iowa:

The undersigned, acting as a sole incorporator of a corporation under the Revised Iowa Nonprofit Corporation Act under Chapter 504 of the Iowa Code, adopts the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of this corporation is COUNTRYSIDE CONDOS OWNERS' ASSOCIATION.

ARTICLE II
CORPORATE EXISTENCE

The corporate existence of this Corporation shall begin on the date these Articles of Incorporation are filed with the Secretary of State of the State of Iowa and shall continue perpetually thereafter unless dissolved as provided by law.

ARTICLE III
PURPOSES AND POWERS

The purpose of the corporation is to provide an entity for management of the affairs of and act as the council of co-owners for that certain horizontal property regime, commonly known as a condominium complex; created and submitted pursuant to the provisions of the Iowa Code Chapter 499B, known as "Countryside Condos" (hereinafter sometimes referred to as Regime) and located on all or certain portions of the following described real estate situated in Delaware County, Iowa (and additional land which may be submitted in the future):

The East one hundred forty three and two-tenths (143.2) feet of
Lot Nine (9) of Hawker's Addition to Manchester, Iowa, according to
Resurvey recorded in Book 2 Plats, Page 145.

The corporation shall have powers and purposes granted or implied to a council of co-owners under the provisions of Iowa Code Chapters 504 and 499B, and as are granted or implied by the Declaration of Condominium establishing said Regime, and all of such powers shall likewise constitute lawful purposes of the corporation.

ARTICLE IV
REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is 405 Jefferson Street, Suite B, Waterloo, IA 50701, and the name of its initial registered agent at such address is Attorney Joslyn N. Sailer.

ARTICLE V
BOARD OF DIRECTORS

The number of directors constituting the initial Board of Directors of the corporation is one (1) and the name and address of the person who is to serve as the initial director is:

Jerome Krogmann
801 Stiles Street
Manchester, Iowa 52057

The initial director shall not be subject to removal until his term expires as provided in the 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 by the Bylaws.

ARTICLE VI
INCORPORATOR

The name and address of the incorporator is: Joslyn N. Sailer, 405 Jefferson St., Suite B, Waterloo, Iowa 50701.

ARTICLE VII
BYLAWS

The initial Bylaws of the corporation shall be adopted by its initial Board of Directors; thereafter the power to alter, amend, or repeal the Bylaws or adopt new Bylaws is reserved to the members of the corporation.

ARTICLE VIII
MEMBERS AND VOTING

Persons who from time to time own condominium Units submitted to the Regime, whether completed or uncompleted, shall be members of the corporation for so long as such persons own such Units, all of which rights and obligations thereof shall be governed by the provisions of the Bylaws to be adopted as provided in Article VII. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the Bylaws.

ARTICLE IX
DISTRIBUTION OF ASSETS UPON LIQUIDATION

In the event of liquidation, assets remaining for distribution, if any, shall be distributed to the members in accordance to their proportionate share of the ownership of Units existing in the condominium Regime, as determined by the Declaration of Condominium and/or the Bylaws which distribution shall not be deemed to be a dividend or distribution of income.

ARTICLE X
AMENDMENT

These Articles of Incorporation may be amended at anytime and from time to time as provided by the Code of Iowa, but no amendment shall be adopted which deprives the Corporation of tax exempt status under the Internal Revenue Code.

Executed and dated at Waterloo, Iowa, this 10 day of October, 2016.

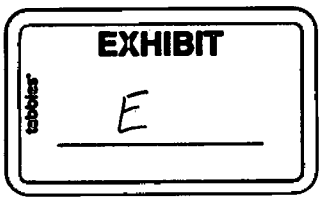
Joslyn N. Sailer, Incorporator

STATE OF IOWA)
)ss.
COUNTY OF BLACK HAWK)

On this 10 day of October, 2016, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared JOSLYN N. SAILER, to me known to be the identical person named in and who executed the within and foregoing Articles of Incorporation, and acknowledged that he executed the same as his voluntary act and deed.

NOTARIAL SEAL IOWA
NINA FORCIER
Commission No.766285
My Commission Expires
1-14-17

Notary Public, State of Iowa



BYLAWS OF COUNTRYSIDE CONDOS OWNERS' ASSOCIATION

A nonprofit Iowa corporation organized until Iowa Code Chapter 504

PREAMBLE

The following are Bylaws of COUNTRYSIDE CONDOS OWNERS' ASSOCIATION, a nonprofit corporation organized under Chapter 504, Code of Iowa, which govern the council of co-owners of Countryside Condos, situated in Manchester, Delaware County, Iowa. This Horizontal Property Regime known as Countryside Condos is situated and located on the following described real estate situated in Delaware County, Iowa, to-wit:

> The East one hundred forty three and two-tenths (143.2) feet of Lot Nine (9) of Hawker's First Addition to Manchester, Iowa, according to Resurvey recorded in Book 2 Plats, Page 145.

ARTICLE I
ORGANIZATION

1.1 Until all Units have been conveyed by Jerome A. Krogmann and Rose A. Krogmann, as Co-Trustees of the Jerome A. Krogmann and Rose A. Krogmann Revocable Trust dated July 18, 2016 (hereinafter referred to as "Developer"), or until Developer relinquishes control of the Board, whichever occurs first, the principal office of the Association shall be 801 Stiles Street, Manchester, Iowa. Thereafter, the President of the Association shall be the person designated to receive service of process for the Association and the principal office of the Association shall be at such suitable place convenient to the Unit Owners as may be designated by the Board. All meetings of the Association shall be held at its principal office until some other place is stated in the call.

ARTICLE II
VOTING RIGHTS

2.1 The Owner(s) of each Unit shall be defined as one (1) owner. The owners of record of the Units lawfully submitted to the regime shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of such Unit is terminated. A member may not resign his or her membership and at the same time maintain ownership of his or her Unit. The Developer shall be a member and have the rights of membership with respect to completed but unsold Units that have been submitted to the regime.

2.2 Upon conveyance by Developer of all three (3) Units, or upon Developer relinquishing control of the Board, whichever occurs first, each Unit shall have one vote and there shall be one voting Member for each Unit Ownership. Such voting Member may be the Owner of a Unit, all the Owners of one Unit Ownership, or may be a person designated by such Owner(s) to act as a proxy on his or her behalf and who is not required to be a Unit Owner.

2.3 In the event a proxy is designated, such designation shall be made in writing to the Board of Directors (hereinafter may be referred to as the "Board") of the Association, and shall be revocable at any time by actual notice to the Board.

2.4 Any and all Unit Owners may be present at any meeting of the voting Members and may vote or take any other action as a voting Member either in person or by proxy.

ARTICLE III
MEMBERSHIP MEETINGS

3.1 Quorum. At any annual, regular, or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All actions taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting. If the President is not available to preside, a chairperson shall be elected.

3.2 Action. Unless otherwise expressly provided herein, any action may be taken at any meeting of the voting Members upon the affirmative vote of the voting Members having a majority of the total votes present at such meeting.

3.3 First Annual Meeting. The first annual members meeting shall be held upon ten (10) days written notice given by the Association that all Units have been conveyed by Developer to the purchasers thereof, or upon ten (10) days notice by Developer of its desire to relinquish control of the Board, whichever date occurs first.

3.4 Annual Meeting. The annual meetings shall be held at a reasonable time and place as may be designated by written notice of the Board delivered to the voting Members not less than ten (10) days prior to the date fixed for said meeting.

3.5 Special Meeting. Special meetings of the voting Members may be called at any time after all of the Units have been conveyed by the Developer to the purchasers thereof. A special meeting may be called by a majority of the Board, or by the voting Members having two-thirds (2/3) of the total votes. Said meetings shall be called by written notices, not delivered less than ten (10) days prior to the date which the meeting is scheduled. The written notice shall specify the date, time, and place of the meeting and matters to be considered. No action shall be taken at a special meeting that is not directly related to the purposes of the special meeting as defined in the notice.

3.6 Notice. It shall be the duty of the Secretary or the Secretary's designee to give written notice to members of the time and place of any annual, regular or special meeting. All notices shall specify the date, time, and place of the meeting and matters to be considered.

3.7 Call. At all meetings the order of business shall consist of the following:

a. Election of Chairperson, if required.
b. Calling roll and certifying of proxies.
c. Proof notice of meeting or waiver of notice.

d. Reading and disposal of any unapproved minutes.
e. Reports of officers, if applicable.
f. Reports of committees, if applicable.
g. Election of inspectors of election, if applicable.
h. Election of directors, if applicable.
i. Unfinished business.
j. New business
k. Adjournment

Robert's Rules of Order shall govern unless specifically superseded.

ARTICLE IV
BOARD OF DIRECTORS

4.1 Initial Director. The Association and its affairs shall be governed, managed, and administered by a Board of Directors (hereinafter sometimes referred to as the "Board"). The initial Board is one (1) in number and the initial director is Jerome Krogmann. The initial Board shall serve until the first annual members' meeting.

4.2 First Board. At the first annual meeting of members, the initial Director may either select the Board members or the initial Director may allow the Board to be selected by the members of the Association. The elected Directors shall serve terms pursuant to Paragraph 4.5 herein.

4.3 Election. Except as provided in Section 4.2, at each annual meeting, the voting members shall, by a majority of the total votes present at such meeting, elect a Board of Directors for the forthcoming year.

4.4 Officers and Duties. The Board shall consist of a President who shall preside over both its meetings and those of the voting Members, a Secretary, and a Treasurer. The Secretary shall keep the Association records, including the minute book wherein the resolutions shall be recorded. The Treasurer shall keep the financial records. Other than the initial Director, the Board shall consist of only Unit Owners. Unit Owners may serve more than one officer position as long as each of the three (3) Unit Owners has an officer position, or the Unit Owner waives his or her desire to hold an officer position.

4.5 Term. Members of the Board shall serve for a term of one (1) year or until their successors are elected.

4.6 Organizational Meeting. An organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary.

4.7 Regular and Special Meetings. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified and rescinded. Special meetings of the Directors may be called by

any Director provided not less than five (5) days' notice shall be given, personally or by mail, telephone, or facsimile, which notice shall state the time, place and purpose of the meeting.

4.8 Quorum. A quorum shall consistent of a majority of the members of the Board.

4.9 Compensation. The Directors shall serve without compensation, but may be reimbursed for actual expenses.

4.10 Vacancies. Vacancies in the Board may be filled by unanimous vote of the remaining members thereof. Except as otherwise provided, the Board shall act by majority vote of those present at its meetings when a quorum exists

4.11 Call. Meetings of the Board shall be conducted as set forth in Section 3.7 of these Bylaws.

4.12 Fidelity Bonds. The Board of Directors may require that all officers and employees of the Association handling or responsible for Association funds shall furnish adequate fidelity bonds. The premiums on such bonds shall be paid by the Association.

4.13 Removal of Board Members. The initial director shall not be subject to removal Thereafter, any Director may be removed from office by affirmative vote of the voting members having at least two-thirds (2/3) of the total votes, at any special meeting called for that purpose and a successor to fill the unexpired term of a Board member removed may be elected by majority vote of the voting Members at the same meeting or any subsequent meeting called for that purpose.

4.14 Board Liability. The Directors from time to time constituting the Board shall not be liable to the members for any mistake of judgment or for any acts made in good faith, or omissions to act omitted in good faith as such Directors.

4.15 Voting Rights Suspended. The Board may suspend the voting rights and right to use of the Common Elements and facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing for a period not to exceed sixty (60) days for infraction of published rules and regulations. Such suspension shall not prohibit the ingress and egress of a member to his or her Unit.

4.16 Action Taken Without Meeting. The Board of Directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the Board Members. Any action so approved shall have the same effect as though taken at a meeting of the Board of Directors.

ARTICLE V
POWERS OF THE BOARD OF DIRECTORS

5.1 General Powers. The Association, for the benefit of all the Unit Owners, through its Board of Directors, shall have the power to acquire, and shall pay for the following out of the general maintenance fund:

a. Maintenance. Landscaping, gardening, snow removal, painting, cleaning, maintenance, repair and replacement of the Common Elements, and such furnishings and equipment for the Common Elements as the Association shall determine are necessary and proper, and the Association shall have the exclusive right and duty to acquire the same for the Common Elements.

b. Insurance. A policy or policies of fire insurance, with extended coverage, vandalism and malicious mischief endorsements, for the full insurance replacement cost of all improvements on the Property, including the Units and all personal property included within the Property, except such personal property as may be owned by the Owners, and such other insurance policies as shall afford coverage against such other risks as from time to time customarily shall be covered with respect to buildings similar in construction and use. Such insurance shall be in a form and amount satisfactory to the first mortgage of each Unit. Such insurance shall be written for the benefit of the Association, the Owners, and the respective mortgagees as their interest may appear and shall provide for the insurance of certificates and mortgage endorsements to the holders of mortgages on the Units. Such insurance policies shall provide that all proceeds payable as a result of casualty losses, shall be paid to the Association, and shall be held and disbursed by the Association. Each owner may obtain insurance, at his or her own expense, affording coverage against loss of his or her personal property and against personal liability, but all such insurance shall contain the same waiver of subrogation as set forth above. All original policies of casualty insurance purchased by the Association shall be delivered into the possession of the Association. The Association shall upon request certify to any Owner, to any prospective purchaser of a Unit and to any mortgagee or prospective mortgagee of a Unit, a complete statement as to the insurance policies held by it showing the identity of the policies, the expiration dates thereof, and the amount and type of insurance. A uniform fee approved by the Association may be charged by the Association for each such certificate furnished.

c. Liability Insurance. A policy or policies insuring the Association, the members of the Board and the Owners against any liability to the public or to the Owners (of Units and of the Common Elements, and their invitees or tenants) incident to the ownership and/or use of the Common Elements and Units, the liability under which insurance shall not be less than Three Hundred Thousand ($300,000.00) Dollars for any one person or One Million ($1,000,000.00) Dollars for any one accident.

d. Compensation Insurance. Workman's compensation insurance to the extent necessary to comply with any applicable laws.

e. Employees. The services of any person or firm employed by the Association. The compensation of all employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director

as an employee, nor the contracting with a Director for management of the condominium.

f. Miscellaneous. Any other materials, supplies, furniture, labor, services, maintenance, repairs, structural alterations, insurance or assessments which the Association is required to secure or pay for pursuant to the terms of these restrictions or by law or which in its opinion shall be necessary or proper for the maintenance and operation of the Property as a first class residential area or for the enforcement of these restrictions and the restrictions in the Declaration. The Association shall have full authority to designate and/or remove personnel necessary for the maintenance, repair, and replacement of the commentaries and facilities.

g. Satisfaction of Liens. Any amount necessary to discharge any mechanic's lien or other encumbrance levied against the entire Property or any part thereof which may in the opinion of the Association constitute a lien against the Property or against the Common Elements, rather than merely against the interests therein of particular owners may be satisfied by the Association. Where one or more Owners are responsible for the existence of such lien, said owners shall be liable for the cost of discharging it and any costs incurred whatsoever by the Association by reason of said lien or liens shall be allocated fairly among such Owners upon the sole judgment of the Board of Directors and shall be specially assessed to such Owners.

5.2 Entry Within Units. The Association or its agents may enter any Unit when necessary in connection with any maintenance or construction for which the Association is responsible. Such entry shall be made with as little inconvenience to the Owners as practicable, and any damage caused thereby shall be repaired by the Association at the expense of the maintenance fund.

5.3 Limitation of Capital Additions or Improvements. The Association shall have no authority to acquire and pay any capital addition or improvement out of the maintenance funds having a cost of more than One Thousand Dollars ($1,000.00), nor shall the Association authorize any structural alterations, capital additions to, or capital improvements of the Common Elements requiring an expenditure in excess of One Thousand Dollars ($1,000.00) not covered by insurance, without in each case obtaining the prior approval of the voting members holding at least two-thirds (2/3) of the total votes.

ARTICLE VI
ASSESSMENTS AND COLLECTION

6.1 Proration of Common Expenses. So long as Developer shall own one or more Units, the cost of maintaining the Common Elements shall be equitably prorated between the Owners of completed Units. Units which are substantially completed but still owned by Developer shall bear the pro rated share of such costs and the Board of Directors, whether or not selected by the Developer, shall prorate such charges.

6.2 Proportionate Share by Unit Buyer. Each Unit buyer shall be liable for a proportionate share of the cost of maintaining the Common Elements from the date of the conveyance of a Unit to him or her which shall be payable monthly. Such cost shall be a proportionate share of the actual costs as determined by the Initial Director and/or Board of the association and shall continue until a permanent budget is arranged as hereinafter provided.

6.3 First Mortgage Excluded. The provisions of this Article relating to assessments, payment of assessments, and liens arising therefrom, shall be inapplicable as to any party who or which by reason of foreclosure of a first mortgage or voluntary conveyance in lieu of foreclosure of a first mortgage shall become the unit owner.

6.4 Annual Meetings. The Annual Meeting(s) held by the Board of Directors shall be governed by the following procedures:

a. Annual Budget. Each year on or before December 1st, the Board shall estimate a budget, which shall include the estimated funds required to pay the expenses as set forth below in paragraphs i-iv. The Board shall, on or before December 15th, notify each Unit Owner in writing as to the amount of such estimate, with reasonable itemization thereof.

i. The common expenses, as set forth in Section 5.1, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements) including reasonable allowance for contingencies and working funds, and the assessment for current expenses may sometimes be referred to as the working capital assessment and the funds thereof as the working capital fund. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

ii. Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually and for replacement of common property required on account of depreciation or obsolescence.

iii. Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction or other hazards.

b. Assessment Installments. The regular annual assessments made for common expenses, deferred maintenance, and replacement reserves or for any other purpose, as determined pursuant to Section 6.4 of this Article, shall be due from and paid by the unit owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one (1) year period in question.

c. Itemization. On or before January 31st of each calendar year, the Association shall supply to all Owners an itemized accounting of the maintenance expenses for the preceding calendar year actually incurred and paid together

with a tabulation of the amounts collected pursuant to the estimates provided, and showing the net amount over or short of the actual expenditures plus reserves. Any amount accumulated in excess of the amount required for actual expenses and reserves shall be credited to reserves funds as set forth below in Section 6.4(d).

d. Reserve Funds. The Association shall build up and maintain a reasonable reserve for contingencies and replacements. Extraordinary expenditures not originally included in the annual estimate which have become necessary during the year, shall be charged first against such reserve. If said "estimated cash requirement" proves inadequate for any reason, including non-payment of any Owner's assessment, the Association may at any time levy a further assessment, which shall be assessed to the Owners according to the formula set forth in Section 6.4(b) herein. The Association shall serve notice of such further assessment on all owners by a statement in writing giving the amount and reasons therefore, and such further assessment shall become effective with the monthly maintenance payment which is due not more than ten (10) days after the delivery or mailing of such notice of further assessment. All Owners shall be obligated to pay the adjusted monthly assessment. The reserve fund shall be the property of the Association and no part thereof shall be refunded to any Member.

e. Developer Capital Contribution. If, prior to the date of its first annual meeting, the Association requires capital, the Developer may loan to it any sums required in excess of the assessment for which the Developer is liable as a unit owner. When a unit is purchased, the owner shall become liable for and pay the balance of all assessments previously made as the same accrue. If, however, Developer does not loan the Association the required sums, each Unit Owner shall equally contribute the appropriate funds required, which are to be deposited into the Association's maintenance fund. Monthly assessments shall then be adjusted accordingly.

f. Revised Yearly Assessments. When the first Board takes office hereunder, the Association shall determine the "estimated cash requirement", as hereinabove defined, for the period commencing thirty (30) days thereafter and ending on December 31 of the same calendar year. Assessments shall be levied against the Owners during said period as set forth in Section 6.4(b).

g. Delays in Establishing Revised Assessments. The failure or delay of the Board of the Association to prepare or serve the annual or adjusted estimate on the Owner shall not constitute a waiver or release in any manner of such Owner's obligation to pay the assessment as herein provided, whenever the same shall be determined, and in the absence of any annual estimate or adjusted estimate, the Owner shall continue to pay the assessment at the then existing monthly rate established for the previous period until the assessment which is due more than ten (10) days after such new annual or adjusted estimate shall have been mailed or delivered.

h. Accounting. The Association shall at all times maintain complete and accurate written records of each unit, owner, and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that unit and owner. Said records shall be open for inspection by any Unit Owner or any representative of an Owner duly authorized in writing, at such reasonable time or times during normal business hours as may be requested by a Unit Owner.

i. Funds Collected. All funds collected hereunder shall be held and expended by the Association for the purposes designated herein.

j. Owner in Default. If a Unit Owner is in default in the payment or any assessment for thirty (30) days, the Association may at its option accelerate all monthly payments for the balance of the budget period and may bring suit for and on behalf of itself and as representative of all Owners, to enforce collection thereof or to foreclose the lien therefore as hereinafter provided; and there shall be added to the amount due the costs of said suit, together with legal interest at the rate provided by law on open accounts and reasonable attorneys' fees to be fixed by the Court. The amount of any delinquent and unpaid charges or assessments, interest, costs and fees as above provided shall be and become a lien or charge against the Unit Ownership of the Owner involved when payable and may be foreclosed as in the case of foreclosure of liens against real estate. Said lien shall take effect and be in force from and after the time of filing notice of such lien of record in the office of the Delaware County Recorder, and not before, as to all creditors and subsequent purchasers without actual notice. No Owner may waive or otherwise escape liability for the assessments provided herein by non-use of the Common Elements or abandonment for any Unit. Amendments to this Section 6.4(j) shall only be effective upon written consent of members having at least two-thirds (2/3) of the votes and their mortgagees.

k. Same-Notice to First Mortgagee. If an owner is in default in the payment of any assessment for thirty (30) days, the Association shall thereupon post written notice of such default to the first mortgagee, if any, of such defaulting owner.

ARTICLE VII
TAXES

7.1 Real Estate Taxes. Real estate taxes assessed against the regime shall be assessed against the individual Units by the assessing authorities and shall be paid by the owners thereof. Each owner's assessment shall include the owner's fractional share of the common expenses as set forth in the Declaration. Each owner, when assessed, shall be liable to pay all of such taxes assessed and the Association shall have no responsibility to pay the same.

7.2 Personal Taxes. If any personal taxes are assessed against an individual owner, such owner shall be solely responsible therefore.

ARTICLE VIII
AMENDMENT

8.1 These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special meeting by the members upon the affirmative vote of two-thirds (2/3) of the total number of votes outstanding and entitled to be cast. However, any amendment affecting Section 2.1 herein, or the Developer's rights, including the right to name the Board of Directors until the date of the first annual meeting, and the date of such meeting, and the Developer's right to amend the Horizontal Property Regime to add additional lands or real estate, shall be void without the written consent of Developer first obtained. The exceptions set forth in the preceding sentence are not subject to amendment.

8.2 To the extent provided in Iowa Code Section 499B.14, no modification or amendment of these Bylaws shall be effective unless set forth in an amendment to the Declaration, executed and recorded in the manner set forth in the Declaration, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided by law.

8.3 Unless required by the specific provisions of the condominium documents or by law, an amendment to the Declaration not overlapping or affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

ARTICLE IX
GENERAL PROVISIONS

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