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Recorder's Cover Sheet

Document:	Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium
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Grantors (Declarant):	Good Neighbor Society, an Iowa not for profit corporation
Grantees:	Not Applicable
Legal Description:	Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa
Document or instrument number of previously recorded documents:	Not Applicable

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DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR NEIGHBORHOOD VILLAS, A CONDOMINIUM

This Declaration is executed as of this 2 day of June, 2017, by **GOOD NEIGHBOR SOCIETY**, a corporation not for profit existing under Chapter 504, Code of Iowa ("Good Neighbor" or "Declarant"), as a declaration of submission of property to a horizontal property regime to be known as "**Neighborhood Villas, A Condominium**" (referred to hereafter as "Condominium"), all pursuant to the Act, which submission shall be effective as of the date and time this Declaration is filed for record in the office of the Recorder, Delaware County, Iowa.

Recitals

A. Declarant is the title holder of the Land, as described in Article 1.01 (o) below.

B. The Declarant intends by this Declaration to submit and convey the Land to the condominium form of ownership and use pursuant to the Act, so that the Property is divided into multiple Units, as further described in this Declaration.

C. This Condominium is one part of Good Neighbor's program of meeting the changing housing, medical and social needs of retirement age residents and provides an opportunity for residents to live independently but at the same time close to medical, social, and "assisted living" services offered by Good Neighbor. The Property and the condominium Units created in the Declaration are and shall be part of the Good Neighbor Community, as described in Article 1.01(l) below.

D. The Declarant desires to establish for its own benefit and for the mutual benefit of all future Owners or Occupants of the Units, or any part thereof, a condominium regime that governs the Property, and intends that all such future Owners, Occupants, mortgagees, and any other Persons hereinafter acquiring any interest in any Unit(s), the Common Elements and the Limited Common Elements shall hold such interest subject to certain rights, easements and privileges in, over and upon the Property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof, as hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the use and ownership of the Units in the Condominium on the Property and are established for the purpose of enhancing and perfecting the value, desirability and attractiveness of the Property.

NOW, THEREFORE, the Declarant, as the legal title holder of the Property and for the purposes set forth above, declares as follows:

Article I - Definitions

1.01 Definitions. The terms employed shall have the meanings given them in the Act unless the context or the more particular provisions of any of the Condominium Documents requires a different one. Capitalized terms used in this Agreement shall have the meaning as defined below or as otherwise set forth in this Declaration:

(a) "Act" shall mean and refer to Chapter 499B, Code of Iowa, as amended from time to time, and which is entitled "Horizontal Property Act (Condominiums)".

(b) "Administrator" shall mean Good Neighbor, which is designated in Article 7.05 to serve as the Administrator with the powers and authority specified in Article 7.05, the Articles and Bylaws.

(c) "Alteration" shall mean and refer to changes in the Property and/or the Units that alters the Property and/or any Unit from the manner in which originally constructed but which is not an Improvement.

(d) "Articles" or "Articles of Incorporation" shall mean and refer to the Articles of Incorporation of the Association, a copy of which is attached hereto as **Exhibit A**.

(e) "Association" means the Neighborhood Villas Condominium Association, Inc., an Iowa not-for-profit membership corporation, formed to serve as the council of the Owners of the Units submitted to this Condominium.

(f) "Board" or "Board of Directors" or "Directors" means the Board of Directors of the Association.

(g) "Building" or "Buildings" shall mean the **seven (7)** buildings, referred to as 2, 4, 6, 8, 10, 12 and 14 Neighbor Drive, Manchester, Iowa and other structures and improvements constructed or to be constructed on the Land and containing Units as shown by the Plans. Each Building consists of a one (1) structure containing one (1) Unit, each of which consists of one (1) level, a basement and a Garage.

(h) "By-Laws" means the By-Laws of the Association attached hereto as **Exhibit B**.

(i) "Common Elements" means, without limitation: (i.) all pipes (water and sewer), wiring, conduits, cables, vent pipes, flues, chutes, ducts to each Unit and between Units; (ii.) all utility services to each Unit and between any Units, including plumbing (sewer and water), electrical, natural gas, telephone, cable, internet and any other utility service to the Condominium; (iii.) the utility meters located inside and/or outside any Unit for the various utility services to the Common Elements; (iv.)the driveway from the private street to each Unit; (v.) all exterior lighting, including exterior building lights; (vi.) all landscaping, plantings, watering systems and sidewalks, including the controls for the irrigation system located within any Unit; (vii.) any storage areas outside a Unit; (viii.) any other portion of the Property that is not a Limited Common Element or a Unit; (ix) any other recreational facilities or structures located on the Land; and (xi.) all improvements, devices or installations existing or hereafter constructed or installed for the common use of all Unit Owners.

(j) "Condominium Documents" means all documents governing this Condominium, as the same may be amended from time to time, recorded pursuant to the provisions of the Act, including this Declaration and all Exhibits hereto, the Plans, the Articles of Incorporation of the Association and the Bylaws of the Association.

(k) "Declaration" means this instrument by which the Property is submitted to the provisions of the Act and all Exhibits attached to this instrument as such instrument and Exhibits may be amended from time to time pursuant to the terms of this instrument.

(l) "Garage" shall mean and refer to that part of each Unit that contains the Garage, all as shown on the Plans.

(m) "Good Neighbor Community" means the retirement community abutting the Land consisting of: (A) the Good Neighbor Home, (B) The Meadows, and (C) Marietta's Place, each of which is not part of the Condominium. The various components of the Good Neighbor Community are intended to provide for the changing housing, medical and social needs of retirement age residents and provide an opportunity for residents to live independently but at the same time close to medical, social, and "assisted living" services offered by Good Neighbor. The entirety of these facilities (now including the Neighborhood Villas Condominiums) are sometimes referred to as the Good Neighbor campus or Good Neighbor Community or Good Neighbor Retirement Community and these terms include both the existing facilities (including Neighborhood Villas regime) and other lands or facilities that may be added thereto.

(n) "Improvement" shall mean and refer to the addition of any new and different structure, element or facility other than those described and referred to in this Declaration.

(o) "Independent Living Agreement" means the Independent Living Agreement in the form approved by Good Neighbor and in effect, from time to time, between Good Neighbor and each Unit Owner.

(p) "Land" means, unless the context indicates otherwise, that parcel or tract of real estate described as follows:

Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa

(q) "Limited Common Elements" means that portion of the Property that serves or benefits exclusively one or more Units, but not all the Units, including specifically, but not by way of limitation: (i.) the mailbox allocated to a Unit; (ii.) the covered porch that is outside the Building but adjacent to each Unit; (iii.) the air conditioner(s), heat pump or other HVAC equipment serving a Unit; (iv.) the designated utility meter(s), if any, serving only one (1) Unit; (v.) such common property that is classified as limited by Section 499B.2(5) of the Act; (vi.) the portion of the perimeter walls, floors, ceilings, doors and entryways, and all associated fixtures and structures therein as lie outside the Unit boundary; and (vii.) any other portion of the Property that is common property and is reserved for the use of a particular Unit (or Units) to the exclusion of other Units.

(r) "Maintenance" shall mean and refer, generally, to the repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the Property in the same condition as when constructed and completed by Declarant.

(s) "Majority" or "Majority of the Unit Owners", unless otherwise provided herein, means the Owners of more than fifty percent (50%) of the undivided ownership interests in the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

(t) "Occupant" means a Person or Persons in possession of a Unit, provided that each such Person is permitted to be in possession under the terms of the Independent Living Agreement then in effect.

(u) "Person" means an individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

(v) "Plans" means the the Floor Plans for each Unit, the Exterior Elevations, Building Section, Wall Sections, Stair Plan & Sections, Details, Door & Window Schedule, Structural Details, and other plans depicting the Units in the Property submitted to the provisions of the Act, consisting of a three dimensional horizontal and vertical delineation of the Property and all Units and showing the floor plans, locations and other data required by the Act. The Plans being attached hereto as **Exhibit D**. Whenever in this Declaration or any amendment to this Declaration the term "Plans" or "Exhibit A" or "Exhibit B" appears, it shall be deemed to refer to the Plans as attached hereto, as said Plans are hereafter amended and recorded.

(w) "Property" means all the Land, Property and space comprising the Land, the Building(s), the Common Elements, Limited Common Elements, and all improvements and structures erected, constructed or contained thereon or therein, and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment thereon or therein, now or hereafter intended for the mutual use, benefit or enjoyment of the Unit Owners, submitted to the provisions of the Act, from time to time.

(x) "Record" or "recording" refers to the record or recording in the office of the Recorder in and for Delaware County, Iowa.

(y) "Remainder Interest" shall mean the legal interest in the title to and ownership of each Unit reserved by the Declarant which shall arise by operation of law upon the termination of the life estate granted to each Owner of a Unit in this Condominium.

(z) "Site Plan" shall mean the Site Plan depicting the location of the Buildings on the Land. The Site Plan is attached hereto as **Exhibit C**.

(aa) "Termination Payment" shall mean and refer to the payment to an Owner, the Owner's estate or other successor provided in the Independent Living Agreement in the event the Owner ceases to reside in the Unit due to a move to another residence or facility, the death of the Owner or otherwise as set forth in the applicable Independent Living Agreement.

(bb) "Unit" or "Units" means generally the space enclosed and bounded by the horizontal and vertical planes of each respective Unit as shown on the Plans and shall include all improvements and decorating contained within each Unit, provided however that such Unit shall not be deemed to include any plumbing or electrical equipment or fixtures (except for plumbing and electrical equipment and fixtures serving only each respective Unit), or portions thereof, located in each respective Unit, or any part of the walls, windows, floor and ceiling constituting the perimeter boundaries of such area, and further provided that no structural components of the Property shall be deemed to be a part of a Unit, regardless of whether the same, or any part thereof, is located within the boundaries of such Unit or exclusively serves such Unit. Also, specifically included, are the heating and cooling units and water heater that serve a Unit, even if located outside the horizontal and vertical planes of the Unit.

(cc) "Unit Owner" or "Owner" means the Person or Persons whose estates or interests, individually or collectively, aggregate a fee simple **life estate** in a Unit and of the Common Elements appurtenant thereto.

Article II – Creation of Horizontal Property Regime, Right to Enlarge, Good Neighbor Community and Retained Interest of Declarant

2.01 Property. The Declarant hereby conveys and submits the Property, situated in Manchester, Delaware County, Iowa, to the Act as a horizontal property regime, intending the Units, Common Elements and Limited Common Elements, as defined and described in this Declaration, all to be held and conveyed subject to the Condominium Documents. The Property is located on the Land.

2.02 Additional Units and Enlarged Regime. The Declarant hereby reserves the right to expand this Condominium regime by adding land and constructing additional Units. This reservation includes the right of the Declarant to construct and submit additional improvements and Units, utilizing different size, design and materials from those described and submitted hereby, provided that (i) the undivided interest in the Common Elements appurtenant thereto shall be revised in a manner that is reasonably consistent with the allocation made in this Declaration and (ii) the additional Units are aesthetically compatible with the completed Units described herein. If this Condominium regime is expanded, the Declarant shall file an amendment to this Declaration to include the additional land and Units, which amendment shall be automatically incorporated herein, and this Declaration and such amendment(s) shall constitute one document. The Declarant shall have the right to execute and file such an amendment without obtaining any approval of the Unit Owners or from the Association. There is no requirement that land or Units be added, no limitation on the number of Units that may be added or any time limit on enlarging this Condominium regime.

2.03 Good Neighbor Community. This Condominium regime is intended to be a part of the Good Neighbor Community and the campus containing the Good Neighbor Community. The Neighborhood Villas regime is one part of Good Neighbor's program of meeting the changing housing, medical and social needs of retirement age residents and provides an opportunity for residents to live independently but at the same time close to medical, social, and "assisted living" services offered by Good Neighbor.

2.04 Owner For Life—Life Estate. In order for Good Neighbor to maintain the character of the Good Neighbor Community, the interest that each Owner shall acquire in a Unit shall be a life estate. Good Neighbor shall retain a Remainder Interest in each Unit, which shall allow Good Neighbor to control the Unit upon the death of the Owner. In addition, Good Neighbor shall have rights under the Independent Living Agreement to acquire the interest of each Owner in a Unit upon the occurrence of certain events or conditions as set forth in such agreement. For purposes under the Act, the relative interest of Good Neighbor and the respective Owner(s) in each Unit shall be considered to be sixty percent (60%) in Good Neighbor and forty percent (40%) in the respective Owner(s), irrespective of the age of such Owner(s) as the holder of a life estate. Such allocation is solely for the purpose of the Act, and shall not (i) be deemed to be evidence of the relative fair market value, (ii) affect the relative liability or obligation for real estate taxes or other liabilities associated with the Unit, (iii) affect homestead rights (which under Iowa law are imposed upon or granted to the holder of a life estate).

2.05 Independent Living Agreement. As a condition to acquiring a Unit, each Owner shall be required to execute and deliver to Good Neighbor an Independent Living Agreement. The Independent Living Agreement shall contain terms concerning (i) the terms and conditions under which Good Neighbor may acquire the interest of each Owner in a Unit; (ii) the Condominium, including without limitation the amount and payment terms of the Termination Payment arising from the termination of the life estate, and (iii) the rules, fees and obligations applicable to an Owner as a resident of the Good Neighbor Community.

2.06 Declarant's Responsibility, Remainder Interest and Voting Control Over the Association.

Because of related nature of the different living arrangement options within the Good Neighbor Community and the various rights and obligations that Good Neighbor has with respect to the various living arrangements, Good Neighbor, as the Declarant and the owner and operator of the Good Neighbor Community, has a continuing interest in the success of the Good Neighbor Community. As a result, Good Neighbor considers it a necessary component of its ability to fulfill its various obligations to maintain a level of control over this Condominium. Accordingly, Good Neighbor hereby reserves (i) a Remainder Interest in each Unit conveyed to an Owner and (ii) voting control over the Association and the Board of Directors. Even in the event that all of the Units are owned by individuals, Good Neighbor shall maintain the right to cast at least **sixty percent (60%)** of the total votes in the Association.

2.07 Solely by Good Neighbor. All reserved rights shall be exercised and executed solely by Good Neighbor without necessity of consent or joinder by mortgagees, the Owners, or any other person. Such rights, to the extent pertinent, shall survive any termination of the regime.

Article III – Description of the Property and Units; Principal Materials

3.01 Plans. Pursuant to the Act, there is attached hereto the Site Plan, as **Exhibit C**, and the other Plans, as **Exhibit D**, and hereby made a part hereof. The Plans show graphically the Property submitted to the horizontal property regime. Included in the Plans are those listed in the definition of Plans in Article 1.01(v) above. The Site Plan, attached hereto as **Exhibit C**, shows graphically the location and dimensions of each Building in which the Units are located and the location, dimensions and area of certain Common Elements and Limited Common Elements.

3.02 Access. The Site Plan s and the Plans show the location of the Property and the access to the Property from one or more other public streets, including East Main Street, Manchester, Iowa.

3.03 Particulars of Units.

(a.) Number. This Declaration creates and defines **seven (7)** Units, each of which is identified by a distinct Unit number (i.e. Unit 1, 2, 3, 4, 5, 6 and 7), all as shown on the Plans. Each Unit is capable of being owned as a separate parcel of real estate. Each of the **seven (7)** Units created under this Declaration have the appurtenant rights identified on **Exhibit E** attached hereto.

(b.) Location. Each Unit shall be located on the Land as shown on the Site Plan. The common areas to which each Unit has access, the particulars of the Building(s) and the dimensions, area and location of all Common Elements and Limited Common Elements are all shown and depicted on the Site Plan and the Plans.

(c.) Area and Rooms. The floor plans for each Unit are shown graphically on **Exhibit D** attached hereto. Each Unit has one level above a basement, an attached garage on a slab, and consists of the interior space as shown on the Plans. The square footage of the living area in each Unit and the floor plan model are listed on **Exhibit H**, attached hereto. A Unit may not be altered without the prior permission of the Association.

(d.) Legal Description. The legal description of each Unit shall consist of the identifying Unit number (i.e. Unit 1, 2, 3, 4, 5, 6 and 7) as shown on the Plans. Every deed, lease, mortgage or other instrument shall legally describe a Unit using the following format:

[A life estate in the Grantee][A life estate for the joint lives of Grantees] in Unit __, in Neighborhood Villas, A Condominium, Delaware County, Iowa, together with an

undivided percentage interest in and to the common areas and facilities appurtenant thereto, all as appears of record in the Declaration recorded in the Office of the County Recorder, Delaware County, Iowa, on _____, 2017, in Volume ____, beginning at Page _____, as may be amended, with the remainder interest reserved to Good Neighbor Society, an Iowa not for profit corporation.

The land on which Neighborhood Villas, A Condominium in located is:

Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa

and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided by the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause such Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plans.

(e.) Limited Common Elements. Each Unit shall have as Limited Common Elements: (i) the front porch that is accessed from the Unit; (ii) any exterior air conditioner(s) or heat pump, or other exterior HVAC equipment that serve each respective Unit; (iii) the designated mailbox for the Unit; (iv) and such portion of the perimeter walls, floors, ceilings, doors, vestibules and entryways, and all associated fixtures and structures therein as lie outside the Unit boundary; (v) the surfaced driveway approach to the Garage, and (vi) any other portion of the Property that is common property and is reserved for the use of a particular Unit (or Units) to the exclusion of other Units.

(f.) Percentage Share of Common Elements. The Owner of each Unit shall own as an appurtenance thereto an undivided percentage interest in the Property, including the Common Elements and Limited Common Elements. Such interest shall be expressed as a percentage, the total of which percentages for all the Units shall equal one hundred percent (100%). Such interest shall be the same in both the Limited Common Elements and the Common Elements, notwithstanding any exclusive right of use of any Limited Common Element which may be appurtenant to a particular Unit.

(g.) Voting Rights. The total number of votes outstanding and entitled to be cast under this Declaration, the Articles and Bylaws is **seventeen and one-half (17-1/2)**, with **ten and one-half (10-1/2)** votes to be cast by Good Neighbor and **seven (7)** votes to be cast by Unit Owners. The Owner or Owners (collectively) of each Unit shall be entitled to cast one (1) vote on all matters on which a vote by Unit Owners is required or permitted by this Declaration or applicable law, including all matters submitted to a vote of the Owners under this Declaration, of the Members under the Articles and Bylaws of the Association or otherwise under applicable law. In any event, as part of its reserved rights, Good Neighbor shall at all times have the right to vote that number of votes that equal **sixty percent (60%)** of the total votes entitled to be cast on any matter submitted to the Owners. In the event Good Neighbor holds title to a Unit, Good Neighbor shall be entitled to cast the vote appurtenant to the Unit and entitled to be cast by the Owner of such Unit. The voting rights of the Owners and Good Neighbor are set forth on **Exhibit H** attached hereto.

Except as otherwise expressly stated in this Declaration, for any matter as to which a vote of the owners (including votes held by Good Neighbor and the Owners) is required under the Act, whether under this Declaration (as amended), the Articles or the Bylaws, the affirmative vote of

sixty percent (60%) of all votes eligible to be cast shall be required for approval. The preceding sentence shall apply to any vote of the Owners required under this Declaration (as amended), the Articles, or the Bylaws or by applicable law, including but not limited to any vote required to amend this Declaration, the Articles or the Bylaws; repair or restore any Building; or approve any partition under Section 499B.16 (4) of the Act. Notwithstanding the preceding sentence, any vote to remove the Property from the provisions of the Act shall require the unanimous approval of Good Neighbor and all the Owners.

(h.) Association Interest. Each Unit shall have as an appurtenance a membership interest in the Association. Each membership interest shall have the rights reflected in the Articles and the Bylaws. As part of its reserved rights, Good Neighbor shall have a right to vote on matters submitted to the Association members, which right shall entitle Good Neighbor to cast the number of votes as specified in 3.03(g) above.

(i.) Subdivision of Unit(s). No Unit shall be subdivided.

3.04 Principal Materials. The principal materials of the Building(s) are shown on **Exhibit E**.

3.05 Professional Certification(s). The certification of David P. Schneider, as a registered land surveyor, which certification is attached hereto as **Exhibit F**, verifies the accuracy of the Site Plan attached hereto as **Exhibit C**. The certification of Joshua Demmer, as a registered architect, which certification is attached hereto as **Exhibit G**, verifies the accuracy of the Plans attached hereto as **Exhibit D**.

Article IV – Common Elements

4.01 Condominium. The Condominium consists of the Common Elements, Limited Common Elements and the Units. The Units are separate parcels of real estate individually owned by the Unit Owners thereof. The Common Elements and Limited Common Elements are common property owned in common by the Unit Owners of the respective Units. The Common Elements are general common elements.

4.02 Ownership of the Common Elements and Limited Common Elements. Each Unit Owner shall be entitled to the percentage of ownership in the Common Elements and Limited Common Elements allocated to the respective Unit owned by such Unit Owner, as set forth in the schedule attached hereto as **Exhibit H** and by this reference made a part hereof, as though fully set forth herein, as such Exhibit may be amended from time to time. The percentages of ownership interest set forth in **Exhibit H** have been computed and determined in accordance with the Act, and shall remain constant unless hereafter changed by written consent of all Unit Owners. Said ownership interest in the Common Elements and Limited Common Elements shall be an undivided interest and shall be owned by the Unit Owners as tenants in common in accordance with their respective percentages of ownership. The ownership of each Unit shall not be conveyed separately from the percentage of ownership in the Common Elements and Limited Common Elements corresponding to said Unit. The undivided percentage of ownership in the Common Elements and Limited Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the title to that Unit, or said legal description may not specifically refer to the undivided percentage of ownership in the Common Elements and Limited Common Elements corresponding to said Unit.

4.03 Use of the Common Elements. The use of the Common Elements and the Limited Common Elements and the right of the Unit Owners with respect thereto shall be subject to and governed

by the Act, the Condominium Documents and other rules and regulations of the Association. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and subject to easements made by or assigned to the Board or the Declarant) in common with all other Unit Owners, as may be required for the purposes of access and ingress to, egress from and use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend not only to each Unit Owner but also to such Unit Owner's representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns. Each Unit Owner shall have the right to the exclusive use and possession of any Limited Common Elements serving such Unit Owner's Unit alone or which are otherwise assigned or allocated to such Unit by the Board, which rights shall run with the Unit of such Unit Owner (unless such right has been assigned to another Unit Owner pursuant to action by the Association). Each Unit Owner, the Declarant, and the Association may use the Common Elements for the purposes for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

4.04 Common Elements Through Units. All pipes, wires, ducts, flues, chutes, conduits, public utility lines (to the outlets) and structural components located in or running through a Unit and serving more than one Unit or serving or extending into the Common Elements, the Limited Common Elements or any part thereof, shall be deemed part of the Common Elements or the Limited Common Elements, as the case may be. No Unit Owner may take any action which would interfere with the ability of the Association to repair, replace or maintain said Common Elements or Limited Common Elements, as provided herein.

4.05 Blanket Easement in Favor of Declarant and Other Parties. The rights of the Unit Owners to use and possess the Common Elements and Limited Common Elements shall be subject to a blanket easement over the Common Elements and Limited Common Elements in favor of the Declarant and the representatives, agents, associates, employees, contractors, subcontractors, tenants, successors and assigns of Declarant, over, under and through the Common Elements and Limited Common Elements, or any part thereof, for purposes of access and ingress to and egress from the Common Elements and Limited Common Elements, and for purposes of (i) marketing, sales and brokerage; (ii) construction, installation, repair, replacement and restoration of utilities, driveways and buildings, (iii) maintaining and replacing landscaping; (iv) snow removal; and (iv) making any other improvements on the Common Elements and Limited Common Elements.

4.06 Easements to Utility Providers for Use of Common Elements. The right to use and possess the Common Elements and Limited Common Elements, as set forth herein, shall be subject to a blanket easement over the Common Elements and Limited Common Elements in favor of the public utility providers serving the Property, granting such utilities the right to lay, construct, renew, operate and maintain conduits, cables, pipes, wires, transformers and switching apparatus, into, over, under, along and through the Common Elements for the purpose of providing utility services to the Property, together with the reasonable right of ingress to and egress from the Property for such purpose, and granting such utilities the right to install, lay, operate, maintain, repair and replace any pipes, wires, ducts, conduits, public utility lines or structural components running through the walls of a Unit, whether or not such walls lie in whole or in part within the Unit boundaries. The Board may hereafter grant other or additional easements for utility purposes for the benefit of the Property, over, under, along and on any portion of the Common Elements, and each Unit Owner hereby grants the Board an irrevocable power of attorney to execute, acknowledge and record or register for and in the name of such Unit Owner, such instruments as may be necessary or appropriate to effectuate the foregoing. Notwithstanding the foregoing, upon approval of the Declarant and at least a majority of the Unit Owners, portions of the Common Elements may be dedicated to a public body for purposes of streets or utilities.

Article V – Declarant's Reserved Rights And Powers

5.01 Declarant's Activities and Unit Ownership. Declarant is irrevocably and perpetually empowered to sell, lease, or rent Units, subject to the terms of the Condominium Documents and any other agreements that bind the Property. Notwithstanding any provision of the Condominium Documents to the contrary, Declarant shall have the right to transact on the Property any business relating to (i) the construction, sale, lease or rental of Units or subsets thereof, including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the Property and to use the Common Elements and Limited Common Elements to show Units and (ii) the ownership, development, operation, maintenance, repair and replacement of the Good Neighbor Community. The construction of additional buildings within or without this regime shall not constitute an interference with the use or enjoyment of existing Units.

5.02 Construction of the Units. The Units have been or will be constructed in accordance with the Plans attached hereto as **Exhibit D**. The Plans for any Units not yet constructed shall be attached by an amendment to **Exhibit D** signed by the Declarant upon completion of the construction on such Unit. Until constructed, **Exhibit D** shall specify that such Unit has not been constructed. Declarant is not responsible for the design and safety of alterations or improvements made by the Owner of a Unit. No work by the Owner of a Unit is permitted that will jeopardize the soundness of a Unit or impair any easement that benefits any other Unit Owner.

5.03 Additional Improvements. Declarant may, in its sole discretion, construct additional improvements, including without limitation, roads, drives, parking, sidewalks and landscaping. The consent of the Unit Owners and their respective mortgagees, if any, is not required for the installation of such improvements.

5.04 Shared Expense of Maintenance. Good Neighbor shall fix the share to be assumed as a common expense of the regime of the cost of maintaining the private roads (whether lying within or without the regime) and of other maintenance or work provided to the Good Neighbor Community as a whole and not provided solely to the regime, and of any other budgeted expenses of the Good Neighbor Community as a whole as it exists upon the filing of this Declaration, and as it may subsequently exist upon enlargement of this regime, or by development of additional lands as now exist or additional lands as may be acquired by Good Neighbor.

5.05 Assignment of Declarant's Rights. Declarant may assign its rights and powers, including its reserved rights, under this Declaration, in whole or in part, without the consent of the Unit Owners or the Association.

Article VI – Appurtenances to Units

6.01 Appurtenances. The ownership of each Unit (whether defined and described herein or by amendment hereto and whether built now or in the future) shall include all of the appurtenances thereto, including, but not limited to, the following:

(a.) Percentage Interest in the Common Elements and Limited Common Elements. There shall be appurtenant to each Unit and the ownership thereof the undivided percentage interest of, ownership in or liability for (i) the Common Elements, (ii) the Limited Common Elements, (iii) membership in the Association, and (iv) the right to vote on any matters on which a vote by Unit Owners is required or permitted by this Declaration or applicable law.

(b.) Encroachment Easements. If any portion of the Common Elements or Limited Common Elements encroaches upon any Unit or any other portion of the Common Elements or Limited Common Elements, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements or Limited Common Elements upon completion of construction, or if any of such encroachments shall occur thereafter as a result of shifting or settling of a structure or from alteration, repair or improvement to the Common Elements or Limited Common Elements and/or as a result of repair or restoration of the Common Elements or Limited Common Elements or 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 Common Elements, Limited Common Elements and Units exist.

(c.) Cross Easements. The appurtenances shall include, so long as the Common Elements, Limited Common Elements and Units exist, easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as required as follows:

(i) Ingress, Egress and Maintenance. Easements are reserved for ingress and egress over and through the Common Elements and Limited Common Elements for access to the Units and through the Common Elements, Limited Common Elements and the Units for purposes of performing any Maintenance, Alteration or Improvement of each;

(ii) Support. Every portion of a Unit contributing to the support of a Unit or Units is burdened with an easement of support for the benefit of all such Units and Common Elements and Limited Common Elements pertaining to such Units;

(iii) Utility and Other Services. Easements are reserved through the Units and Common Elements and Limited Common Elements for conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other Units and the Common Elements or Limited Common Elements, provided such easements through a Unit shall be only according to the plans for a Unit as and if varied during construction as herein permitted unless otherwise agreed by the Unit Owner.

(d.) Possession and Use of Unit, Including Air Space. In addition to the fee simple ownership of a Unit, there shall be as an appurtenance thereto an exclusive easement for the possession and use of the air 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 performing any Maintenance, Alteration or Improvement; which appurtenance shall be terminated automatically in the event of termination of the regime.

(e.) Access and Utility Easements. Easements for public utilities and for access to and from each Unit over and across the areas identified for such easements on the plat of Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa, as recorded on May 10, 2017 in Book 2017, Page 1294 of the records of the Recorder for Delaware County, Iowa, as may be amended.

(f.) Access Easements. Easements for access to and from each Unit over and across the private drives, streets, parking lots, sidewalks and other areas comprising the Good Neighbor Community, as such drives, streets, parking lots, sidewalks and other areas may exist from time to time.

(g.) Possession and Use of Apartment Including Air Space. An exclusive easement for the possession and use of the air or room space within the Unit and of the limited common elements of that Unit as the same exist from time to time, subject to easements for authorized maintenance, alteration, or improvements.

6.02 Liens. Taxes, assessments, judgments and any other matter against a Unit Owner which may give rise to a lien shall be a lien only against the Unit Owner's Unit, as limited by the Unit Owner's interest therein as defined in this Declaration, and not against any other Unit or the common elements.

Article VII – Management of the Condominium

7.01 Council of Co-Owners; Membership, Vote or Other Action of Owners. The business and affairs of the Condominium shall be governed and managed by the Association, which corporation is and shall constitute the council of the Co-Owners of the Units and Common Elements and Limited Common Elements, all as provided by the Act. The Association shall be governed by the Articles, the Bylaws, the Independent Living Agreements applicable to each Unit and such resolutions as the Board of Directors may approve from time to time. Good Neighbor and each Unit Owner shall automatically be members of the Association. The membership in the Association of the Owner(s) of a Unit shall automatically cease upon termination of such ownership interest in the Unit. Whenever a vote or other action of 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.

7.02 Agreements and Compliance. All Unit Owners, tenants, employees, customers, guests and other persons using or occupying a Unit or any of the Common Elements or Limited Common Elements or any person who is present on the Property shall be bound by and shall strictly comply with the provisions of the Bylaws, applicable provisions of the other Condominium Documents and the Independent Living Agreements. All rules and regulations and all agreements and determinations lawfully made by the Association and its Directors, Administrator, officers, or agents shall be binding on all Unit Owners and/or other persons. A failure to comply with the Bylaws or the provisions of the other Condominium Documents or any agreements or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Unit Owner as applicable and for mandatory or other injunctive relief, and the employment of one such remedy shall not constitute the waiver of any other.

7.03 Included Powers; Foreclosure of Lien, Waiver of Partition. Each Unit Owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it by applicable law and the Condominium Documents, including the making of assessments chargeable to (i) Unit Owners and as a lien on Units for any common expenses, and (ii) a specific Unit Owner and Unit as a special assessment for costs and expenses incurred through the action, inaction or omission of a Unit Owner. The Association shall have the right to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same, but such acquisition shall be on behalf of all Unit Owners, all of whom, however, shall be deemed to have waived all rights of partition with respect thereto.

7.04 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 Limited Common Element or by abandonment of a Unit for which an assessment is made. The Association shall have the right exercisable at reasonable hours to enter a Unit as may be necessary or advisable to exercise its rights 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.

7.05 Management.

(a.) Administrator of Association. So long as Good Neighbor is the holder of any Unit(s) or any Remainder Interest in any Unit(s), Good Neighbor shall be the Administrator of the Association for all purposes. The Administrator shall exercise all of the powers and perform the duties and responsibilities of the Board of Directors, except as expressly stated in the Articles to be reserved to and performed by the Board of Directors. In the performance of the duties and responsibilities of the Board of Directors, the Administrator may seek the advice and recommendations of the Director(s). To the extent the duties and responsibilities of the Board of Directors are performed by the Administrator, the Board of Directors shall be relieved from such duties and responsibilities. Upon the transfer and conveyance by Good Neighbor of all interest in any Units, including all of its Remainder Interests in the Units, Good Neighbor shall be deemed to have assigned and transferred its position as the Administrator of the Corporation and all the duties and responsibilities of the Administrator to the grantee of all of the Remainder Interests. The position of the Administrator of the Corporation and all the duties and responsibilities of the Administrator shall be appurtenant to all the Remainder Interests in the Units. The interest of Good Neighbor as the holder of the Retained Interests, as a member in this Corporation and as a party to the Independent Living Agreements shall not be considered to be a conflict of interest that shall prevent it from serving as or performing the duties and obligations of the Administrator.

(b.) Compensation of Administrator. As the Administrator, Good Neighbor shall be compensated for the services it provides in managing the Association. In addition, Good Neighbor may provide contracted services (i) as contemplated under each Independent Living Agreement between each Owner of a Unit and Good Neighbor, (ii) as required to be provided by the Association under the Declaration and/or (iii) as determined by the Administrator on behalf of the Association. The Articles, the Bylaws and/or each Independent Living Agreement may address the manner in which such services are to be determined, the party responsible for payment for such services and the terms and method of payment. The cost and expense of such all such services shall be determined by Good Neighbor on at least an annual basis or as otherwise provided in each Independent Living Agreement, the Articles and/or the Bylaws , which cost and expense shall be included in the assessments made to each Unit Owner.

7.06 Association as Attorney-in-Fact for Unit Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Unit Owners of each and every Unit to manage, control and deal with the interest of such Unit Owner(s) in the Common Elements and Limited Common Elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the Condominium upon its destruction or obsolescence as hereinafter provided, and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards as hereinafter provided. The acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

7.07 Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the time of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, and the foreclosure-purchaser and purchasers therefrom shall take title to the Unit free of all assessments, if any, that have come due up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the foreclosure or deed given in lieu of foreclosure. All assessment liens as shall have come due up to foreclosure or the acceptance of a deed in lieu of foreclosure and have not been paid shall

be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting Owner personally.

Article VIII – Maintenance, Alteration And Improvements

8.01 Maintenance by Association. The following provisions shall govern all Maintenance to be performed by the Association:

(a.) The Association shall maintain as a common expense (i) all Common Elements and any Limited Common Elements for use by more than one Unit; (ii) the compensation to the Administrator as contemplated under Article 7.05(b) above; (iii) the cost of snow removal from all driveways, sidewalks, steps and parking areas; (iv) lawn-mowing, lawn care and fertilizing; (v) shrub and tree trimming; (vi) the care and replacement of all landscaping; (vii) the operation of the lighting that is not metered to a Unit; (viii) the care and operation of all exterior sign standards and monuments; and (ix) the removal of trash from any common area. The expense of all such matters shall be paid by the Association as a general common expense.

(b.) At the discretion of the Association, the Maintenance of the Limited Common Elements may be assessed in whole or in part to the Unit Owners benefited thereby. Further, at the discretion of the Association, the Association may direct such Unit Owners, in the name and for the account of such Unit Owners, to arrange for such Maintenance to pay the cost thereof with the funds of the Unit Owner, and to procure and deliver to the Association such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom.

(c.) The Association shall provide as a common expense all Maintenance of the exterior of any Unit, including the roof, siding, windows and trim.

(d.) Incidental damage caused to a Unit through any work performed by the Association shall be repaired by the Association as a common expense.

(e.) The Association shall determine from time to time what Maintenance may be required with respect to a particular Unit or Units. If a Unit Owner fails to perform any Maintenance determined necessary for a Unit, the Association shall assume the same and perform the Maintenance as a limited common expense and levy a special assessment against the Unit and against the Unit Owner, collectible as other assessments.

8.02 Maintenance by Owner.

(a.) It shall be the responsibility of each Unit Owner after the Declarant has delivered a deed for the Unit to the Owner, at the Owner's expense, to provide all Maintenance of the interior walls, floors and floor coverings, except for ordinary wear and tear, as determined in the reasonable opinion of the Association. Any Maintenance required to be performed by the Owner(s) of a Unit may be provided by Good Neighbor under the terms of the Independent Living Agreement.

(b.) Each Unit Owner shall maintain the Limited Common Elements to the extent that Maintenance is not provided by the Association.

(c.) Each Unit Owner shall perform all Maintenance required to be performed by the Owner without disturbing the rights of other Unit Owners.

(d.) Each Unit Owner shall furnish and be responsible for all decorating of the Owner's Unit and the Limited Common Elements serving only such Unit, as may be required from time to time, including painting, decorating, wallpapering, washing, cleaning, and installing paneling, draperies, window shades, curtains, lighting and other furnishings. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors and ceilings of the Unit. Each Unit Owner shall maintain the interior surfaces of the Unit in good condition at such Owner's sole expense, as may be required from time to time. The interior surfaces of all windows forming part of a perimeter wall of a Unit shall be cleaned or washed at the expense of the Unit Owner of that Unit.

8.03 Responsibility of Owner; Insurance Proceeds. Except as constructed or altered by or with the written permission of the Declarant or the Association, nothing shall be done in any Unit or in, on or to the Common Elements or Limited Common Elements that would impair the structural integrity, safety or soundness of the Building(s) or any Unit or which would structurally change the Building(s). Each Unit Owner shall be responsible and liable for the expense of any Maintenance rendered necessary by the act, neglect or carelessness of such Owner or such Owner's guests, employees, customers, agents, lessees or invitees, which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association or any Owner from being applied to discharge such expense, in whole or in part. Nothing herein stated shall be construed to modify subrogation rights of or any modification thereof by insurance companies.

8.04 Maintenance Involving More Than One Unit. If Maintenance required of Owners involves more than one Unit, the Association, in order to provide centralized direction, may assume responsibility therefore and provide for the same, in whole or in part, as a common expense assessable to the Owners of the Units involved. Such assessment to the Owners of such Units shall be on a basis determined by the Association to be fair under the circumstances. Such determination by the Association shall be final.

8.05 Alteration or Improvement by the Association or All Owners. Except as otherwise provided in this Declaration, there shall be no Alteration of Common Elements or Limited Common Elements, or further Improvements added to the Lands or other Common Elements, without the approval of the Owners. Any determination of the Owners under this Article 8.05 shall be made pursuant to an action of the Owners properly taken as provided in the Bylaws. Notwithstanding the preceding sentence, any proposed Alteration or Improvement shall be approved if three-fourths (3/4) of the total number of votes outstanding and entitled to be cast by the Owners are voted in favor thereof. Bids shall be taken and the cost accurately estimated before such vote is conducted. An Alteration or Improvement made pursuant to this Article shall not alter the fractional interest appurtenant to each Unit in the Common Elements or Limited Common Elements and such interest shall remain as before, irrespective of whether the Owner voted in favor of or against the Alteration or Improvement.

8.06 Access to Unit and Limited Common Elements. The authorized representatives of the Association shall be entitled to reasonable access to the Units and Limited Common Elements as may be required in connection with any Maintenance, Alteration or Improvement of or to the Common Elements, the Limited Common Elements or any Unit that is approved and to be performed by representatives of the Association.

Article IX – Conditions of and Restrictions on Ownership, Use and Enjoyment

9.01 General. The ownership, use, occupation and enjoyment of each Unit, the Common Elements, Limited Common Elements and all other appurtenances to the Unit shall be subject to: (i) all

covenants, conditions, easements, or other encumbrances of record; (ii) the provisions of the Condominium Documents; and (iii) the provisions of the Independent Living Agreement, all of which covenants, restrictions, provisions and agreements, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition, restriction, obligation and requirement and shall be enforceable and binding as a covenant, condition, restriction, obligation or requirement running with the land and shall be binding on and enforceable against all Units and the Owner thereof and their respective assigns, lessees, tenants, Occupants, and successors in interest.

9.02 Covenants and Restrictions. In addition to any other easements, restrictions and covenants that bind the Property, the Units shall be subject to the following covenants, conditions, restrictions and requirements:

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

(b.) Exterior Facade. No Unit Owner may (i) paint or in any manner decorate the exterior walls or roof of the Building(s); (ii) add or connect any satellite dish, direct-TV receiver, other equipment, wires, antennae, structures or facilities thereto; (iii) install or erect any play structure, swing set, sandbox, etc.; or (iv) without the prior consent of Good Neighbor.

(c.) Activity Affecting Insurance. The Owner of each Unit covenants and agrees not to engage in or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by the Association or by any Owner. However, an Owner may engage in a permitted activity that would cause an increase in the premium for insurance carried by the Association if the Owner agrees to pay the amount of any increased premium caused by the activity.

(d.) Refuse/Compliance. No sheds, fences or other outbuilding or structure of any kind shall be erected by a Unit Owner without the prior written permission of the Association or Good Neighbor. No activity is allowed which unduly interferes with the peaceful possession and the proper use by a Unit Owner of the Owner's respective Unit or the use of any Common Elements or Limited Common Elements by any Unit Owner. No fire hazard or unsightly accumulation of refuse is allowed. Each Unit Owner shall comply with all laws, ordinances and the regulations of governmental bodies and the rules and regulations of the Association and Good Neighbor regarding the trash and refuse.

(e.) Maintenance and Utilities. By taking title to a Unit, each Unit Owner covenants and agrees with all other Unit Owners to repair and maintain, rebuild and reconstruct such Owner's Unit and keep the same in good repair, presentation and cleanliness for the benefit of all other Unit Owners, as may be required by the Association from time to time. Each Unit Owner agrees to pay all separately metered utility expenses and assessments.

(f.) Liens. A Unit Owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes and Association assessments, and of any suit or other proceeding which may affect the title to his Unit within ten (10) days after the lien attaches or the Owner receives notice of such suit.

(g.) Animals. No Unit Owner shall keep on the Property any animals or pets, except those that may be approved by Good Neighbor. No animal pens, sheds, fences or other outbuilding or structure of any kind shall be erected by a Unit Owner on any common area, including in the Garage.

(h.) Additional Rules, Restrictions and Regulations. The Association, acting through its Board of Directors, and subject to the approval of Good Neighbor, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the Property.

(i.) Specific Use Restrictions. No Unit may be used for any of the following uses:

(i) any purpose other than residential use;
(ii) any commercial activity, whether in or from a Unit or a Garage; or
(iii) any other use that is not permitted by applicable law, ordinance or regulation.

(j.) Parking Restrictions. The driveways and parking areas, if any, on the Property may not be used for:

(i) parking recreational vehicles, boats or trailers of any kind for more than twenty-four (24) hours during any consecutive fourteen (14) day period;
(ii) any vehicle repair; or
(iii) any overnight parking, unless associated with the permissible activities in a Unit.

(k.) Use of Unit/Leases/Liability. Units shall be used and occupied for residential purposes only. Subject to the terms of the Independent Living Agreement, a Unit or any part of a Unit may be rented or leased by the Owner, provided the lease is in writing and, with regard to Owners other than the Declarant, a copy thereof is filed with the Association prior to possession. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy and whether for consideration or not.

(l.) Ownership. Ownership of a Unit by a trust or other legal entity is permitted; provided however, the interest of such entity in the Unit shall be limited to a life estate of a person designated by such entity and approved by Good Neighbor. Occupancy of a Unit owned by an entity must comply with the provisions of Article 9.03 below.

(m.) Damage to Common Elements or Limited Common Elements. An Owner shall be liable to the Association and other Unit Owners, as the case may be, for damage to Common Elements, Limited Common Elements or the property of any other Unit Owner.

(n.) No Waiver. Failure of the Association or any Unit Owner to enforce any covenant, condition, restriction, or other provision of applicable law, the Condominium Documents, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

(o.) Additional Regulations. In addition to all of the foregoing provisions, the use of a Unit, the Common Elements and/or Limited Common Elements shall be in accordance with and subject to the following provisions:

(i) An Owner has the right to decorate windows in the Unit in a manner consistent with any rules approved by the Association. Nothing shall be hung or placed between the interior surface of the window and the window coverings.

(ii) Each Unit Owner shall deposit with the Association and/or Good Neighbor, as either may require, a key to the Unit and the Garage. Each Unit Owner hereby consents that, in the case of any emergency originating in or threatening any Unit and/or Garage, the Board of Directors or Good Neighbor or any person authorized either by the Association or Good Neighbor may enter the Unit and/or Garage for the purpose of remedying or abating such emergency whether the Unit Owner is present or not.

(iii) No noxious or offensive activity shall be carried on in any Unit, and nothing shall be done or be permitted to remain in any Unit which may be or become a nuisance or annoyance to other Unit Owners and/or other Occupants. Each Unit Owner shall exercise extreme care not to disturb other Unit Owners or Occupants with excessive noise. No fire hazard or unsightly accumulation of refuse is allowed. All laws, ordinances and regulations of any governmental body with jurisdiction over the Property shall be observed by each Unit Owner and Occupant.

(iv) There shall be no obstruction of and nothing shall be stored upon any Common Elements or Limited Common Elements, without the approval of the Association.

(v) Nothing shall be altered in, constructed in, or removed from the Common Elements or Limited Common Elements, except upon the written consent of the Board of Directors of the Association which may be given through regulations of the Association. Further, any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a lease is executed.

(vi) No activity shall be allowed which unduly interferes with the peaceful possession and use of the Property by the Unit Owners.

(vii) Any Occupant of a Unit desiring to install a satellite dish shall obtain prior approval from the Board of Directors of the Association and Good Neighbor and shall indemnify the Association and the other Unit Owners from any and all damage to the Property and any injury to any person caused by such installation, use or removal.

(viii) The Association may designate the Regime or any part thereof, including the Common Areas, to be "no smoking" areas and no smoking of tobacco products or other products shall be permitted in the Units. The Association shall maintain appropriate signage indicating this restriction.

(p.) Compliance With Act. Each Unit Owner, by acceptance of the deed conveying a Unit, agrees for such Owner and all those claiming under such Owner, including mortgagees, that this Declaration is in accordance with the Act.

9.03 Leases. Units shall be used and occupied for single family dwelling purposes only. Subject to the prior approval of Good Neighbor and the terms of the Independent Living Agreement, a Unit may be rented or leased by the Owner, provided the entire Unit is rented, the occupancy is only by the lessee and such lessee's spouse, the lease is in writing and a copy thereof is filed with the Association prior to possession. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy, and whether for consideration or not. Ownership of a Unit by a corporation, limited liability company, partnership, trust or other entity is permitted, but no individual shall be allowed to occupy or use such a Unit, except pursuant to written lease complying herewith.

9.04 Reverse Mortgage Not Permitted. A Unit Owner shall have no authority to grant a Home Equity Conversion Mortgage ("HECM"), which also is known as a "Reverse Mortgage", on any Unit.

Article X – Insurance

10.01 Insurance to be Provided by the Association. The Association shall acquire and pay the premiums for the following insurance coverages, which cost and expense shall be assessed as a common expense against each Unit:

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

(b.) Other Insurance. Workmen's compensation and any other coverage as may be required by applicable law or as determined by the Board from time to time.

Payments for losses under any policy or policies obtained by the Association shall be paid to the Association as the agent for said Owners and their respective mortgagees as their interests may appear.

10.02 Insurance to be Provided by Each Unit Owner. Each Unit Owner shall acquire and pay the premiums for the following insurance coverages:

(a.) Fire and Extended Casualty Coverage on Unit. Fire and extended casualty coverage insurance on the Unit, specifically including without limitation the exterior and interior walls, roof, porch, windows, appliances, Garage, heating and cooling equipment and all personal property of the Unit Owner located in or on the Unit. The designation of any such portion of the structure as a Common Element or a Limited Common Element in this Declaration shall not determine the interest of the Owner(s) in such portion of the Property for determining whether the Owner(s) have an insurable interest. The policy or policies providing such coverage shall be for the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually by the insurance company affording such coverage. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the Building(s) on the Land, including, but not limited to, vandalism, malicious mischief, windstorm and water damage. The Unit Owner(s) shall be named as the insured and Good Neighbor and the Association shall be included as additional named insured parties. The respective mortgagee(s) of the Unit Owner(s) shall be named as their interests may appear. Any insurance so obtained

shall be subject to such deductible clauses as may be approved by Good Neighbor in the Independent Living Agreement.

(b.) Personal Property. Each Unit Owner shall obtain insurance at the Owner's expense affording coverage upon the Owner's personal property and for non-structural Alterations and Improvements to a Unit made by the Unit Owner pursuant to the provisions of this Declaration. The Association shall not have any responsibility for obtaining or maintaining any insurance required to be provided by each Unit Owner.

(c.) Liability. Each Unit Owner shall obtain insurance at the Owner's expense affording coverage upon the Owner's personal liability. The Association shall not have any responsibility for obtaining or maintaining any insurance required to be provided by each Unit Owner.

(d.) Other. Each Unit Owner shall be responsible to obtain and pay the premiums for any and all other insurance desired by such Owner that is not expressly to be provided by the Association under this Declaration or any action by the Association.

10.03 Terms of Policies. The policies required to be obtained by the Association or each Unit Owner shall contain the following provisions and terms:

(a.) Cross-Liability Endorsement. All liability insurance shall contain cross-liability endorsements to cover liabilities of the Unit Owners as a group to a Unit Owner.

(b.) Waiver of Subrogation. All fire and extended coverage insurance shall provide that the insurer waives its right of subrogation as to any claim against the Unit Owners, the Association and their respective employees, agents and guests.

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

10.04 Use of Proceeds. If the damage for which the proceeds of casualty insurance are paid to either the Association or any Owner, as the case may be, is to be repaired or reconstructed, the insurance proceeds shall be paid to defray the cost thereof as elsewhere provided herein. If any proceeds are remaining after defraying such costs, such proceeds shall be paid to the Association, to be held by the Association, paid to the Owner or paid to the Owner's mortgagee as the Association shall reasonably determine.

10.05 Enforcement by Mortgagees. Certain provisions in this Article IX are for the benefit of mortgagees as well as Owners of Units, and all of such provisions are covenants for the benefit of any mortgagee of a Unit and may be enforced by such mortgagee.

Article XI – Reconstruction or Repair of Casualty Damage

11.01 Responsibility. The responsibility for reconstruction and repair after any casualty shall be the same as for Maintenance of the Property.

11.02 Quality of Work. Any reconstruction or repair must be substantially in accordance with the Plans for the Building(s) as attached hereto as **Exhibit D**, unless a change therein is permitted by the approval of Good Neighbor and at least three-fourths (3/4) of the Unit Owners voting thereon at a meeting of the Association called for such purpose.

11.03 Payment of Costs. If any Unit Owner does not, within fifteen (15) days of the date of the occurrence of any damage or destruction to such Owner's Unit and the Limited Common Elements whose use is reserved only to said Unit, advise the Association in writing of the Owner's determination to repair, reconstruct or rebuild, the Association may, in the manner hereinafter provided, determine to so repair, reconstruct or rebuild, as the case may be, and in such event:

(i) The insurance proceeds payable on account of such casualty shall be utilized by the Association and the Owner to defray the expenses thereof, and

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

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

Article XII– Amendment

12.01 Amendments. This Declaration may be amended in accordance with the following procedures:

(a.) Percentage Interest. The undivided percentage interest in the Common Elements and /or Limited Common Elements appurtenant to each Unit may be amended only by unanimous consent of Good Neighbor and all Unit Owners affected by the proposed amendment and their respective mortgagee(s), provided, in the event of condemnation of any Unit or of long-term obsolescence, the same may be adjusted and may be amended as provided in Article 12.01(c.) below.

(b.) Declarant's Rights. Neither Article V nor any other provisions of this Declaration affecting the rights of the Declarant shall be subject to amendment without the written consent of Declarant. Any attempt to amend such provisions of this Declaration without such prior written consent of the Declarant shall be null and void.

(c.) General Procedure. Except as otherwise provided in this Article, this Declaration may be amended:

(i) By the unanimous written agreement of Good Neighbor and all the Unit Owners.

(ii) By the Owners upon the approval of any amendment by the favorable vote of Good Neighbor and three-fourths (3/4) of the total number of votes outstanding and entitled to be cast by the Owners at a meeting of the members of the Association at a regular or special membership meeting as to which notice of the proposed amendment has been given. Any such meeting and vote shall be held and conducted in accordance with the procedures of the Bylaws. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors is not required of an amendment so adopted.

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

12.03 Execution and Recording. An amendment approved in accordance with the provisions of this Declaration shall be effective when either (i) executed and acknowledged by Good Neighbor and all Owners and mortgagees, as the case may be, or (ii) a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Association by its President and Secretary. Any such written confirmation shall be executed with the formalities of a deed and recorded in the office of the Recorder for Linn County, Iowa.

Article XIII – Miscellaneous

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

13.02 Partition. The Common Elements and Limited Common Elements shall remain undivided and neither a Unit Owner nor any other person or organization may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all the Property from the Act, 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 the Act.

13.03 Severability. The invalidity of any covenant, restriction, agreement, undertaking, or other provisions of any of the Condominium Documents shall not affect the validity of the remaining portions thereof.

13.04 Articles of Incorporation and Bylaws of Association. The provisions of the Articles of Incorporation and the Bylaws are by reference incorporated herein and are a part of this Declaration the same as if they were fully set forth herein and the Unit Owners are bound thereby.

13.05 Applicable Law. Wherever herein reference is made to the Act or any other provision of applicable law, it is intended that such reference shall include the provisions of the Act or other applicable law as such laws now exist or may hereafter be amended. In the event any question arises at any time as to the version of the Act or the applicable law that applies, the specific provision then in effect shall be applied.

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

13.07 Successors. Reference to Declarant, any Unit Owner, or to any entity or association shall include the respective successors, grantees and assigns thereof.

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

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 2 day of June, 2017.

[See Next Page for Signature]

Declarant:

GOOD NEIGHBOR SOCIETY,
a corporation not for profit existing
under Chapter 504, Code of Iowa

By: Kathy S Mersch

Name: Kathy Mersch

Title: Business Office Director

STATE OF IOWA)
) ss:
COUNTY OF DELAWARE)

On this 2 day of June, 2017, this instrument was acknowledged before me by Kathy Mersch as the Business Office Director of **GOOD NEIGHBOR SOCIETY.**

Debra Gassman
Notary Public in and for the State of Iowa

My Commission Expires: 9-26-18

DEBRA GASSMAN
Commission Number 742995
My Comm. Exp. 9-26-18

EXHIBIT A

Articles of Incorporation of Neighborhood Villas Condominium Association, Inc.

IOWA

SECRETARY OF STATE

No: W01108715
Date: 06/01/2017

504RDN-547482
NEIGHBORHOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

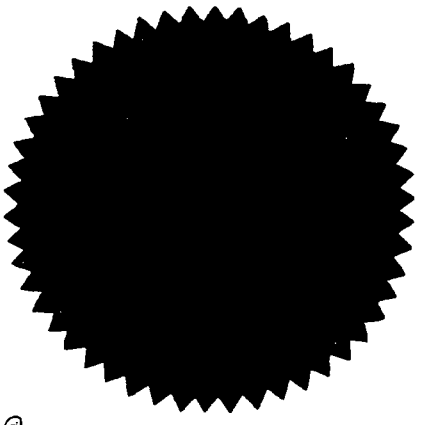
ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document:

Articles of Incorporation

The document was filed on Jun 1 2017 2:30PM, to be effective as of Jun 1 2017 2:30PM.

The amount of $20.00 was received in full payment of the filing fee.



Paul D. Pate

PAUL D. PATE SECRETARY OF STATE

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547482

ARTICLES OF INCORPORATION
OF
NEIGHBORHOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

The undersigned, acting as Sole Incorporator of a corporation organized under the Revised Iowa Nonprofit Corporation Act, Chapter 504 of the Code of Iowa, as may be amended from time to time, (the "Act") hereby adopts the following Articles of Incorporation for the Corporation.

I. Name. The name of the Corporation is **"Neighborhood Villas Condominium Association, Inc."** (the "Corporation")

II. Duration. The period of duration of the Corporation is perpetual.

III. Purpose and Authority.

(a.) Purpose. The purpose of the Corporation is to provide an entity for management of the affairs of and to act as the council of co-owners for that certain horizontal property regime (hereinafter sometimes referred to as the "Regime") created and submitted pursuant to the provisions of Chapter 499B, Code of Iowa, by the Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium (the "Declaration"), which condominiums are to be known as "Neighborhood Villas, A Condominium", which Regime is to be located on the following real estate situated in Delaware County, Iowa:

Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa

The Corporation shall have all powers and purposes granted or implied to a council of co-owners (i) under the provisions of Chapter 499B, Code of Iowa, and (ii) by the Declaration establishing the Regime. All of such powers shall constitute lawful purposes of the Corporation. This is intended to be a mutual benefit corporation under the Act.

(b.) Authority. Except as otherwise provided herein, the Corporation shall have unlimited power to engage in and to do any lawful act concerning any and all lawful purposes for which the Corporation may be organized under the provisions of the Act.

(c.) Restricted Activities. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributed to, its members, directors, officers, or other private person, except that the Corporation shall be authorized and have power to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purposes set forth in this Article III. In no event shall any dividends be paid to any members at any time. No substantial part of the activities of the Corporation shall be the carrying on of propaganda, or otherwise attempting to influence legislation, and the Corporation shall not participate in, or intervene in (including publishing or distribution or statements) any political campaign on behalf of any candidate for public office.

(d.) Joinder and Sharing. In managing the affairs of the Regime, the Corporation may join with the management of any other corporations managing a horizontal property regime(s) in securing or providing services or facilities in common in whole or in part to both or all, and in discharging the expense thereof.

(e.) Expansion of Regime. If the Declaration is amended for the purpose of submitting further land and buildings to the same horizontal property regime that established the Regime, this Corporation shall function with respect to the affairs of the additional land and building(s) submitted to the Regime as if such land and building(s) had originally been submitted to the Regime and shall have the same powers and purposes over the Regime as enlarged as it had over the original Regime as submitted.

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IV. Members.

(a.) Members. This Corporation shall have members. The members of the Corporation shall be (i) Good Neighbor Society, a corporation not for profit existing under Chapter 504, Code of Iowa ("Good Neighbor"), and (ii) each Unit Owner(s) of a Unit in Neighborhood Villas, A Condominium, as defined in the Declaration, only for the period that each such person(s) is(are) the owner of a life estate in a Unit in the Regime. The rights and obligations of members shall be governed by the Declaration, these Articles, the Bylaws of this Corporation and the Independent Living Agreement executed by each Unit Owner with Good Neighbor.

(b.) Restriction on Transfer. Interests in this Corporation held by a Unit Owner or Owners may not be transferred, assigned or alienated in any manner separate from the transfer and conveyance of the Unit in the Regime, to which the ownership interest in this Regime is appurtenant. Nothing contained in these Articles shall alter the restrictions on transfer of a Unit by a Unit Owner, which restrictions are set forth in the deed conveying a life estate to each Unit Owner, the Declaration, the Bylaws of this Corporation and the Independent Living Agreement between Good Neighbor and each Unit Owner. Interests in this Corporation held by Good Neighbor may not be assigned and transferred, in whole or in part, except in conjunction with the transfer and conveyance of the Remainder Interest in each Unit held by Good Neighbor. No consent of the Unit Owners shall be required for the assignment and transfer by Good Neighbor of its interests in this Corporation provided such assignment and transfer is made in conjunction with the transfer and conveyance by Good Neighbor of the Remainder Interest in each Unit.

V. Management of the Corporation.

(a.) Board of Directors. The Corporation shall have a Board of Directors. Each member of the Board of Directors shall be entitled to one (1) vote. The Bylaws of the Corporation shall contain provisions that (i.) determine the number of members of the Board of Directors; (ii.) set forth the term of office of the Directors; and (iii.) describe the manner in which vacancies in the membership of the Board of Directors may be filled. The annual meeting of the Board of Directors shall be held at such time and place and with such notification thereof as may be specified in the Bylaws of the Corporation. The Bylaws or any resolution of the Board may contain such other provisions concerning regular or special meetings of the Board, compensation of Board members and any other aspect of the manner in which the Board conducts itself.

(b.) Administrator. So long as Good Neighbor is the holder of any Unit(s) or any Remainder Interest in any Unit(s), Good Neighbor shall be the Administrator of the Corporation. The Administrator shall exercise all of the powers and perform the duties and responsibilities of the Board of Directors, except as expressly stated in these Articles to be reserved to and performed by the Board of Directors. In the performance of the duties and responsibilities of the Board of Directors, the Administrator may seek the advice and recommendations of the Director(s). To the extent the duties and responsibilities of the Board of Directors are performed by the Administrator, the Board of Directors shall be relieved from such duties and responsibilities. Upon the transfer and conveyance by Good Neighbor of all interest in any Units, including all of its Remainder Interests in the Units, Good Neighbor shall be deemed to have assigned and transferred its position as the Administrator of the Corporation and all the duties and responsibilities of the Administrator to the grantee of all of the Remainder Interests. The position of the Administrator of the Corporation and all the duties and responsibilities of the Administrator shall be appurtenant to all the Remainder Interests in the Units.

(c.) Compensation of Administrator. Good Neighbor may be compensated for the services it provides as the Administrator of the Corporation. In addition, Good Neighbor may provide contracted services (i) as contemplated under each Independent Living Agreement between each Owner of a Unit and Good Neighbor, (ii) as required to be provided by the Corporation under the Declaration and/or (iii) as determined by the Administrator on behalf of the Corporation. The Declaration, the Bylaws and/or each Independent Living

Agreement may address the manner in which such services are to be determined, the party responsible for payment for such services and the terms and method of payment.

The cost and expense of such all such services shall be determined by Good Neighbor on at least an annual basis or as otherwise provided in each Independent Living Agreement and/or the Declaration. , which cost and expense shall be included in the assessments made to each Unit Owner. The interest of Good Neighbor as the holder of the Retained Interests, as a member in this Corporation and as a party to the Independent Living Agreements shall not be considered to be a conflict of interest that shall prevent it from serving as or performing the duties and obligations of the Administrator.

(d.) Assessments. The Corporation may levy general and/or special assessments against each Unit and Unit Owner in the manner provided in the Bylaws. The Owner(s) of a Unit shall have personal liability for any general and/or special assessments levied against the Unit of such Owner(s).

(e.) Officers. The Corporation shall have such Officers as are set forth in the Bylaws or as otherwise designated by the Administrator. Officers need not be members. The specific duties of these offices shall be as set forth in the Bylaws or as specified by the Administrator.

(f.) Initial Director(s). The initial Board of Director(s) shall be composed of one (1) Director. The name and address of the person who is to serve as the initial Director is:

Kathy Mersch
105 McCarren Drive
Manchester, Iowa 52057

VI. Registered Office and Agent. The address of the initial Registered Office of the Corporation is **105 McCarren Drive, Manchester, Iowa 52057**, and the name of its initial Registered Agent at such address is **Kathy Mersch**.

VII. Nonliability. No director, officer, employee, member or the Administrator of the Corporation shall, as such, be liable on its debts or obligations and no director, officer, member, Administrator or other volunteer shall be personally liable as such, for any claim based upon any act or omission of such person performed in the discharge of such persons' duties except to the extent that applicable law does not allow the liability of such persons acting in such capacity to be limited or eliminated. It is intended that each director, officer, employee, member or the Administrator of the Corporation shall be protected to the fullest extent allowed by applicable law. No amendment or repeal of this Article VII shall apply to or have any effect on the liability or alleged liability of any director, officer, employee, member or Administrator of the Corporation for or with respect to any acts or omissions of such Director occurring prior to such amendment or repeal. This provision shall not limit the obligation of a Unit Owner under the Declaration, these Articles or the Bylaws.

VIII. Indemnification. This Corporation shall indemnify any person who is or was a director, officer, employee, member, Administrator or volunteer of this Corporation, or any such person who, while a director, officer, employee, member, Administrator or volunteer of this Corporation, is serving or has served, at the request of this Corporation, as a director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan to the fullest extent possible, against expenses, including attorney fees, judgments, fines, settlements and reasonable expenses, actually incurred by such person relating to his conduct as a director, officer, employee, member, or volunteer of this Corporation, or as a director, officer, partner, trustee, employee, or agent of such other corporation, partnership, joint venture, trust, other enterprise, or employee benefit plan. Notwithstanding the preceding sentence, the Corporation shall not indemnify any person otherwise within the scope of this indemnification provision to the extent it is determined that the Corporation is not permitted by applicable law to indemnify such person for the conduct or actions on which the claim or liability is based. The

foregoing right of indemnification shall also inure to the benefit of any such indemnified person's heirs, executors, personal representatives, and administrators. This provision shall not limit the obligation of a Unit Owner under the Declaration, these Articles or the Bylaws.

IX. Seal. The Corporation shall have no corporate seal.

X. Bylaws. The Board of Directors of the Corporation may adopt Bylaws not inconsistent with these Articles.

XI. Amendments. Any provisions of these Articles may be amended, altered, or repealed at any regular or special meeting of the Board of Directors upon the affirmative vote of a majority of said directors, or as may be otherwise provided by law, provided, however, that no amendment to Article VII and/or Article VIII shall be adopted except by the unanimous vote or written consent of all the members of the Board of Directors of the Corporation.

XII. Incorporator. The name and address of each incorporator is:

Kathy Mersch
105 McCarren Drive
Manchester, Iowa 52057

XIII. Distribution of Assets Upon Dissolution. In the event of the dissolution and liquidation of this Corporation, the assets remaining for distribution, if any, shall be distributed to the members in accordance with their proportionate share of the ownership units existing in the Regime, as determined by the Declaration and/or Bylaws. Any such distribution shall not be deemed to be a dividend or distribution of income.

Dated at Cedar Rapids, Iowa, this 1 day of June, 2017.

Neighborhood Villas Condominium Association, Inc.

By: /Cathy S Mersch/
Kathy Mersch, Incorporator

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EXHIBIT B

Bylaws of Neighborhood Villas Condominium Association, Inc.

BYLAWS

OF

NEIGHBORHOOD VILLAS CONDOMINIUM ASSOCIATION, INC.

(A nonprofit Iowa corporation organized under Chapter 504 Iowa Code)

ARTICLE I
Scope and Definitions

1.01 The following are Bylaws of **NEIGHBORHOOD VILLAS CONDOMINIUM ASSOCIATION, INC.,** a nonprofit corporation (the "Corporation") organized under Chapter 504, Code of Iowa, which governs the council of co-owners of Neighborhood Villas, A Condominium, created under the Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium, as amended from time to time, (the "Declaration"), which condominium is situated in Manchester, Delaware County, Iowa.

1.02 The term "Regime" means the horizontal property (condominium) regime known as Neighborhood Villas, A Condominium created by the Declaration and situated and located on the following described real estate situated in Delaware County, Iowa, to-wit:

Lots 1 to 7, inclusive, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa

1.03 The capitalized terms used in these Bylaws that are not otherwise defined herein shall have the same meaning as defined in the Declaration. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

ARTICLE II
Members and Voting Rights

2.01 Subject to the qualifications set forth below in this Article, (i) Good Neighbor Society, a corporation not for profit existing under Chapter 504, Code of Iowa ("Good Neighbor"), and (ii) the Owner or Owners of a Unit in Neighborhood Villas, A Condominium, as defined in the Declaration, and as shown of record in the official records of the Delaware County, Iowa Recorder, shall constitute the members of the Corporation. Membership of the Owner(s) of a Unit shall automatically cease when the record ownership of such Unit is terminated. The membership of Good Neighbor in the Corporation shall continue until termination of the Regime and shall be subject to assignment as provided in the Articles. Membership in the Corporation may not be transferred or assigned except: (i) as to an Owner in conjunction with the termination, transfer or relinquishment of the life estate in a Unit, or (ii) as to Good Neighbor, in conjunction with the transfer of all the Remainder Interests in the Units.

2.02 The rights and obligations of members shall be governed by the Declaration, the Articles and these Bylaws. To the extent of any conflict between the Declaration, the Articles and these Bylaws, the

Declaration shall control.

2.03 The total number of votes outstanding and entitled to be cast by all members is equal to **seventeen and one-half (17-1/2)**, with **ten and one-half (10-1/2)** votes to be cast by Good Neighbor and **seven (7)** votes to be cast by Unit Owners. The owner of each Unit is entitled to one (1) vote. If there is more than one owner of a Unit, all such owners shall vote collectively the vote associated with the Unit. All votes cast by members collectively shall be cast together and may not be divided. "Unit" is defined in the Declaration.

2.04 If more than one Person owns an interest in the same Unit, all such Persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the vote entitled to be cast by the Owner(s) of that Unit shall be cast by the person or persons named on a written designation signed by all Owners or fiduciaries or other officials designating the person entitled to cast the vote for such Owners. If such written designation is not executed and filed with the Corporation, the vote entitled to be cast with respect to that Unit shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all Owners, or fiduciaries, or officials are present and concur in the casting of such vote. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the Condominium Documents.

2.05 If ownership of a Unit is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Administrator of the Corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving. No person shall be recognized as a member until accepted by the Corporation and confirmed as a member in the books and records of the Corporation.

ARTICLE III
Membership Meetings

3.01 The annual meeting and any special meeting shall be held within Delaware County, Iowa, and all such meetings, annual or special, shall be held at such particular time and place (which may or may not be at the registered office of the corporation), as is set forth in the notice thereof.

3.02 At any annual or special meeting, the presence of members, in person or by proxy, who are entitled to cast **sixty percent (60%)** of the total number of votes outstanding, as determined by the Declaration, shall constitute a quorum for the transaction of business. All action taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of **sixty percent (60%)** of the outstanding votes entitled to be cast unless a different rule is provided herein or by the Articles, the Declaration, Bylaws or any agreement to which Good Neighbor is a party. If the President is not available to preside, a chairman shall be elected to preside over the meeting.

3.03 A special meeting of the members may be called by the President, or by two-thirds (2/3rds) of the Directors or by such number of members who are entitled collectively to cast at least two-thirds (2/3rds) of the total number of votes outstanding and entitled to be cast.

3.04 It shall be the duty of the secretary or his designee to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to paragraph 3.03 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purposes of the special meeting as defined in said notice.

3.05 At all meetings the order of business shall consist of the following:

a. Election of chairman, if required.
b. Calling roll and certifying of proxies.
c. Proof of 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. Appointment of Directors, if applicable.
i. Unfinished business.
j. New business.
k. Adjournment.

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

3.06 At all membership meetings, the presence of an Owner and the exercise of the voting rights of the Owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Unit in question and shall set forth the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

3.07 Notice shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his Unit within the Regime, unless at the time of giving of such notice, the Owner has in writing directed a different mailing address to be carried on the rolls of the Corporation. If a Unit is owned in common or jointly, notice is duly given to the Person named in the written designation required by paragraph 2.04 of Article II.

3.08 The annual meeting of the members shall be held, commencing in the year 2018, on the third Monday of April of each year at 8:00 a.m., local time or such other time as determined from time to time by the Board of Directors. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting.

ARTICLE IV
Board of Directors

4.01 The Corporation shall have a Board of Directors. So long as Good Neighbor is the holder of any Unit(s) or any Remainder Interest in any Unit(s), Good Neighbor shall be the Administrator of the Corporation. The Administrator shall exercise all of the powers and perform the duties and responsibilities of the Board of Directors, except as expressly stated in these Articles to be reserved to and performed by the Board of Directors. In the performance of the duties and responsibilities of the Board of Directors, the Administrator may seek the advice and recommendations of the Director(s). To the extent the duties and responsibilities of the Board of Directors are performed by the Administrator, the Board of Directors shall be relieved from such duties and responsibilities. Upon the transfer and conveyance by Good Neighbor of all interest in any Units, including all of its Remainder Interests in the Units, Good Neighbor shall be deemed to have assigned and transferred its position as the Administrator of the Corporation and all the duties and responsibilities of the Administrator to the grantee of all of the Remainder Interests. The position of the Administrator of the Corporation and all the duties and responsibilities of the Administrator shall be appurtenant to all the Remainder Interests in the Units.

4.02 General Powers. The powers and duties of the Board of Directors that shall be exercised by the Administrator in accordance with the provisions of the Articles and the Declaration include, but shall not be limited to, the following:

a. To make and collect assessments against members for all common expenses.

b. To use the proceeds of assessments in the exercise of its powers and duties.

c. The Maintenance, repair, replacement, and operation of the Property, including all Common Elements and Units, if and as applicable, and the construction of new improvements or alterations if authorized, and making or providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefor.

d. The reconstruction, repair, restoration, or rebuilding of the Property and of any Units if and as applicable after casualty or otherwise, as provided in the Declaration.

e. To make and amend regulations restricting the use and occupancy of the Property and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the Declaration.

f. To enforce by legal means the provisions of the Declaration, the Articles of Incorporation, the Bylaws of the Corporation and the regulations for the use of the Property.

g. To contract for management services on behalf of the Corporation and to delegate to such contractor all powers and duties; to employ, designate and remove any personnel necessary for the Maintenance, repair and replacement of the Common Elements.

h. To pay taxes and assessments which are liens against any part of the Condominium Property other than the Units and the appurtenances thereto, and to assess the same against the Unit(s) subject to such liens.

i. To carry insurance as required by the Declaration.

j. To pay the cost of all utility or other services rendered to any of the Property which is not billed directly to Owners.

k. To interpret and apply the provisions of the Declaration in matters of dispute between Owners or between Owners and the Corporation, which determination shall be binding on the Owners;

l. To conduct or supervise all votes or determinations by members other than a membership meeting.

4.03 Number, Tenure and Election. The number of Directors of the Corporation shall consist of either one (1), three (3) or five (5) persons, but in no event shall be less than one (1) and no greater than five (5). The number of Directors may be determined at an annual meeting of the members. Good Neighbor shall have the right to appoint: (i) one (1) Director if the total number is one (1), (ii) two (2) Directors if the total number is three (3); and (iii) three (3) Directors if the total number is five (5). Directors not appointed by Good Neighbor shall be elected at the annual membership meeting by the Owners of Units, with the vote of a majority of the votes eligible to be cast by the Owners of Units required to elect a Director. Each Director shall serve a term of one year, or until a successor has been elected and qualified.

4.04 Annual and Regular Meeting. An annual meeting of the Board of Directors for the transaction of such other business as may properly come before the meeting, shall be held immediately after the annual meeting of the members at such place, time and date as the Board of Directors shall determine. The Board of Directors may have regular meetings at a time and place designated by resolution without other notice than such resolution.

4.05 Special Meetings. Special meetings of the Board of Directors may be called by or at the request of the President or a majority of the Directors. The person or persons authorized to call special meetings of the Board of Directors may fix the place, time and date of such meetings.

4.06 Notice. Notice of any special meeting of the Board of Directors shall be given at least two days previously thereto by written notice delivered personally or sent by mail or telegram to each Director at such Director's address as shown by the records of the Corporation. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail so addressed, with postage thereon prepaid. If notice is given by telegram, such notice shall be deemed to be delivered when the telegram is delivered to the telegraph company. Any Director may waive notice of any meeting. The 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. Neither the business to be transacted at, nor the purpose of, any regular or special meeting of the Board of Directors need be specified in the notice or

waiver of notice of such meeting.

4.07 Quorum. A minimum of one-half of the number of Directors entitled to vote shall constitute a quorum for the transaction of business at any meeting of the Board of Directors. If a quorum is not present at any meeting of the Board of Directors, a majority of the Directors present and entitled to vote at such meeting may adjourn the meeting from time to time without further notice.

4.08 Manner of Acting. Except as otherwise provided in these Bylaws, the act of **sixty percent (60%)** of the Directors entitled to vote shall be the act of the Board of Directors.

4.09 Compensation. Directors as such shall not receive any stated salaries for their services; but nothing herein contained shall be construed to preclude any Director from being reimbursed for expenses incurred in serving the Corporation or from serving the Corporation in any other capacity and receiving reasonable compensation therefor.

4.10 Informal Action by Directors. Any action required to be taken at a meeting of Directors, or any action which may be taken at a meeting of Directors, may be taken without a meeting if a consent in writing, setting forth the action so taken, shall be signed by all of the Directors entitled to vote.

4.11 Meetings by Conference Telephone. Directors of the Board of Directors may participate in a meeting of the Board of Directors by conference telephone or similar communications equipment. All persons participating in the meeting shall be able to hear each other, and participation in a meeting pursuant to this provision shall constitute presence in person at the meeting. Records of the meeting shall be kept by the Corporation.

4.12 Presumption of Assent. A Director of the Corporation who is present at a meeting of the Board of Directors at which action on any Corporation matter is taken shall be presumed to have assented to the action taken unless his or her dissent shall be entered in the minutes of the meeting or unless he or she shall file his or her written dissent to such action with the person acting as the Secretary of the meeting before the adjournment thereof or shall forward such dissent by registered mail to the Secretary of the Corporation promptly after the adjournment of the meeting. Such right to dissent shall not apply to a Director who voted in favor of such action.

ARTICLE V
Officers

5.01 The officers of the Corporation shall be the President, a Vice President, a Treasurer and a Secretary. Officers need not be members of the Corporation. All officers shall be designated by the Administrator. The Administrator may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Administrator, but subject at all times to the provisions of the Bylaws and to the control of the Administrator. More than one office may be held by a single person.

5.02 The President shall be the chief executive officer of the Corporation. He shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Corporation.

5.03 The Vice President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

5.04 The Secretary shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the minute book of the Corporation, and shall keep or be in charge and control of the records of the Corporation except those of the Treasurer, and shall give notice where required or directed to do so.

5.05 The Treasurer shall have control of the funds and other property of the Corporation, shall keep the financial books and records thereof and shall pay vouchers approved by the Board or designate some person under his control to do so.

5.06 Compensation of all officers and employees shall be determined and paid by the Administrator. This provision shall not preclude the Administrator from employing a Director as an employee.

5.07 Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the President or Vice President and any officer other than the President or Vice President. Any lien held by the Corporation may be released by any of the officers of the Corporation. The Administrator may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Corporation in such manner as it shall by resolution direct.

ARTICLE VI
Common Expenses; Assessments and Collection

6.01 The common expenses of the Corporation include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in the Declaration and as are necessary or implied in connection with the powers and duties of the Board of Directors as exercised by the Administrator and the provisions of Chapter 499B and 504, Code of Iowa.

6.02 The Independent Living Agreements executed from time to time between Good Neighbor and the Owner(s) of each Unit require the payment of a monthly fee, which may fees for one or more of the following: interior maintenance of the Unit, access to other facilities in the Good Neighbor Community, security services, nursing care, special assistance, housekeeping, meals and other services provided under the terms of the Independent Living Agreements (the "Monthly Service Fee").

6.03 Assessments against the Units and the Owners thereof shall be made by the Corporation in order to provide funds for the discharge of the total of (i) the common expense of the Corporation

assessable to the respective Unit, (ii) any "special" assessment assessed to a Unit, (iii) any emergency or extraordinary assessments, and (iv) the Monthly Service Fee chargeable to the respective Unit Owner(s), which assessments, in addition to being and constituting a lien against the Unit in question and the appurtenances thereto shall also be a personal liability of the Owner thereof and jointly and severally so if more than one Owner.

6.04 All assessments and funds collected shall be billed to the Owner(s) of the Unit in a statement entitled "Monthly Service and Condominium Fee". Payments received shall be charged or credited to the Owner's account. Owners shall make remittance in one payment to Good Neighbor, which will be deemed received by it as such and as Administrator of the Corporation. It shall not be required that a separate bank account or accounts for the Corporation funds be maintained so long as the Administrator can adequately account therefor for purposes of income tax reporting to the satisfaction of its accountant.

6.05 Assessments for common expenses shall be allocated to each Unit and its Owner(s) in an amount equal to the proportionate share of the total common expense and assessment made therefor as is derived by multiplying the total assessment by the fractional interest of ownership of the Common Elements which is appurtenant to that Unit, as set forth in the Declaration.

6.06 "Special Assessments" may be made against any Unit and its Owner(s) for failure of the Owner(s) to provide insurance or Maintenance as provided by the Declaration, fines imposed on an Owner or other defaults, which amounts shall be recovered by an assessment made only against a particular Unit(s) and the Owner or Owners thereof, in the necessary amounts and without regard to the fractional interest formula..

6.07 The owner of a Unit pursuant to a foreclosure (whether it is the mortgagee or purchaser), voluntary conveyance or other termination shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against said Unit and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefor.

6.08 The Board of Directors acting through the Administrator shall adopt a budget each year for such one year fiscal period as it elects to report on for income tax purposes which may include the estimated funds required to defray the following common expenses:

a. Current expense, 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 a reasonable allowance for contingencies and working funds, and the assessment for current expense 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.

b. 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.

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

Upon the determination of such budget, the Administrator s shall each year levy an assessment for the amount to be thus assessed against each Unit at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the Administrator may discontinue a regular annual assessment or reserve for replacement, or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

6.09 The Administrator may also make and levy, from time to time, assessments for common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Administrator. Funds for emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6.10 The regular annual assessments made for current expense and deferred Maintenance and replacement reserves or for any other purpose 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 year period in question. If any installment of any assessment of any kind or character is in default for more than forty-five (45) days, the Administrator may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. A penalty of twelve percent (12%) interest annually on unpaid assessments shall accrue as of the date an assessment installment is due. The Corporation may charge an administration fee of One hundred dollars ($100) when an Owner is in default with respect to an assessment installment for more than forty-five (45) days.

6.11 At such time contemporaneously with the recording of the Declaration or subsequent thereto as the certificate of occupancy for any Building has been issued or as the Administrator determines, in its discretion, that any Building, Unit or other improvements have been substantially completed and such are ready for occupancy, the Administrator shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Corporation as determined by the Declaration during the period of any fractional calendar year or any fractional fiscal year as may remain, which assessments shall be effective as of the date of the Certificate of Occupancy or such determination made by the Administrator.

6.12 The share of all sums assessed payable by an Owner but unpaid shall constitute a lien on the Unit or of such Owner prior to all other liens, except tax liens on the Unit in favor of any assessing unit or special district and all sums payable on a first mortgage of record, which lien may be foreclosed by the Corporation in the manner and with the consequence provided in Section 499B.17, Code of Iowa. In event of foreclosure the Owner shall be required to pay a reasonable rental for the Unit if such Owner remains in possession thereof. The Corporation may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien which it holds. In event of suit or foreclosure, the Corporation shall be entitled to collect reasonable attorney fees from the Owner.

6.13 The Corporation shall at all times maintain complete and accurate written records of each Unit Owner and the address of each, which records shall contain the status of all assessments, accounts and funds pertinent to that Unit Owner. Any person other than an Owner may rely on a certificate made from such records by an officer or agent of the Corporation as to the status of all assessments and accounts.

ARTICLE VII
Taxes

7.01 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 Elements as set forth in the Declaration and the Owner's liability for any Limited Common Element that is reserved for the use of the Owner's Unit to the exclusion of other Units. Each Unit Owner when assessed shall be liable to pay all of such taxes assessed and the Corporation shall have no responsibility to pay the same but may do so if so determined by the Board of Directors.

7.02 Personal Taxes. If any personal taxes are assessed against an Owner, such Owner shall be solely responsible therefor. If any personal taxes are assessed against the Corporation, such taxes shall be paid by the Corporation as a part of the Corporation's common expenses.

ARTICLE VIII
Amendment

8.01 Except as herein provided, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of the members upon the affirmative vote of **sixty percent (60%)** of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration and these Bylaws. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with Unit ownership, define the total number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Corporation on the fractional interest appurtenant to that Unit, unless unanimous consent of the Unit Owners is secured.

8.02 No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter thereof may be adopted by those present, in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. More than one proposed amendment may be included in the notice of a meeting.

8.03 To the extent provided in Section 499B.14, Code of Iowa, 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 in said Section 499B.14, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law.

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

ARTICLE IX
Indemnification of Administrator, Directors and Officers

The Corporation shall indemnify those parties entitled to indemnification as specified in the Articles of Incorporation. The obligation of the Corporation hereunder shall be subject to the terms and conditions of a plan of indemnification adopted by the Administrator. Any such plan may limit or condition the obligation of the Corporation hereunder, may grant contract rights to indemnitees, may limit indemnification to persons serving in specified offices, may provide procedural and substantive rights to indemnitees and may be amended, modified or terminated by a the Administrator. A plan of indemnification may obligate the Corporation to indemnification which is less than the full extent permitted by applicable law and may contemplate future change in applicable law.

Indemnification under this Article shall be applicable to all actions regardless of the date or dates of any alleged transactions or occurrences giving rise to such actions unless the plan of indemnification provides to the contrary. No amendment, modification or termination of a plan of indemnification shall affect any right of indemnification arising out of a transaction or occurrence entered into or occurring prior to the effective date of such change in the plan. In the event the Administrator terminates a plan of indemnification without adopting another plan, indemnification under this Article shall be to the full extent allowed by applicable law until another plan has been adopted by the Administrator.

Indemnification under this Article or a plan of indemnification shall not restrict the power of the Corporation to provide for indemnification in any other manner and shall not obligate the Corporation to acquire and maintain insurance or to otherwise provide funds to meet its obligations hereunder.

ARTICLE X
General Provisions

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

10.02 Each member shall have the obligations as are imposed upon an Owner under the Declaration, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the condominium property, except as the same may attach only against such Owner's appurtenant interest therein and be removable as such.

10.03 The Administrator may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Corporation cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to such assignment, hypothecation, or transfer of the Unit.

10.04 The Corporation shall keep correct and complete books and records of account and shall also keep minutes of the proceedings of the Administrator, Board of Directors and committees having any of the authority of the Board of Directors, and shall keep at the registered or principal office a record giving the names and addresses of the Directors entitled to vote. All books and records of the Corporation may be inspected by any Director, or his agent or attorney for any proper purpose at any reasonable time.

10.05 The fiscal year of the Corporation shall begin on January 1 of each year and shall end on December 31 of each year.

10.06 Whenever any notice is required to be given under the provisions of the Revised Iowa Nonprofit Corporation Act or these Bylaws, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent to the giving of such notice.

Dated this 1 day of June, 2017.

Director:

Kathy S Mersch

Kathy Mersch, Business Office Director

EXHIBIT C

Site Plan

See attached Final Plat of the Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa recorded in the records of the Recorder for Delaware County, Iowa on May 10, 2017 in Book 2017 Page 1294.

RECORDER'S INDEX

LOCATION: SW OF SE
SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST
CITY OF MANCHESTER, DELAWARE COUNTY, IOWA
REQUESTOR: RICK COLBY
PROPRIETOR: GOOD NEIGHBOR HOME a/k/a GOOD NEIGHBOR SOCIETY
SURVEYOR: DAVID P. SCHNEIDER
SURVEYOR COMPANY: SCHNEIDER LAND SURVEYING AND PLANNING, INC.
RETURN TO: DAVID P. SCHNEIDER
P.O.BOX 128 FARLEY, IOWA
Ph#563-744-3631 daves@yousq.net

FILED
Delaware Co. Assessor
MAY 10 2017

FILED
Delaware Co. Auditor
MAY 10 2017

Book 2017 Page 1294
Document 2017 1294 Type 06 002 Pages 11
Date 5/10/2017 Time 9:46:26AM
Rec Amt $57.00

Daneen Schindler, RECORDER/REGISTRAR
DELAWARE COUNTY IOWA

FINAL PLAT
GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SURVEY DESCRIPTION - GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA:

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE N89°35'35"E, 1329.26 FEET TO THE NORTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S01°01'17"E, 1325.57 FEET TO THE SOUTHEAST CORNER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S89°27'40"W, 185.10 FEET TO THE SOUTHEAST CORNER OF THE WEST 150 FEET OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE N00°42'18"W, 330.03 FEET ALONG THE EAST LINE OF THE WEST 150 FEET OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S89°27'28"W, 150.01 FEET TO THE WEST LINE OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S00°42'17"E, 330.02 FEET TO THE SOUTHWEST CORNER OF THE EAST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S89°27'40"W, 279.87 FEET TO THE EASTERLY LINE OF McCARREN DRIVE EXTENDED SOUTH; THENCE N00°42'36"W, 725.79 FEET TO THE NORTHEASTERLY CORNER OF McCARREN DRIVE; THENCE S89°25'20"W, 50.00 FEET TO THE NORTHWESTERLY CORNER OF McCARREN DRIVE; THENCE S00°42'36"E, 270.89 FEET ALONG THE WEST LINE OF McCARREN DRIVE TO THE SOUTHEAST CORNER OF THE NORTH 205 FEET OF THE EAST 192 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S89°33'04"W, 192.05 FEET TO THE SOUTHWEST CORNER OF THE NORTH 205 FEET OF THE EAST 192 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE N02°13'50"W, 204.44 FEET TO THE NORTHWEST CORNER OF THE NORTH 205 FEET OF THE EAST 192 FEET OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE S89°27'52"W, 468.25 FEET TO THE SOUTHWEST CORNER OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28; THENCE N01°12'09"W, 669.08 FEET ALONG THE WEST LINE OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SAID SECTION 28 TO THE POINT OF BEGINNING, CONTAINING 29.339 ACRES, WHICH INCLUDES 0.352 ACRES OF EXISTING PUBLIC ROAD RIGHT OF WAY.

TOTAL AREA
29.339 ACRES TOTAL
-0.352 ACRES ROAD
28.987 ACRES NET

LICENSED LAND SURVEYOR
DAVID P. SCHNEIDER
#14417
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.

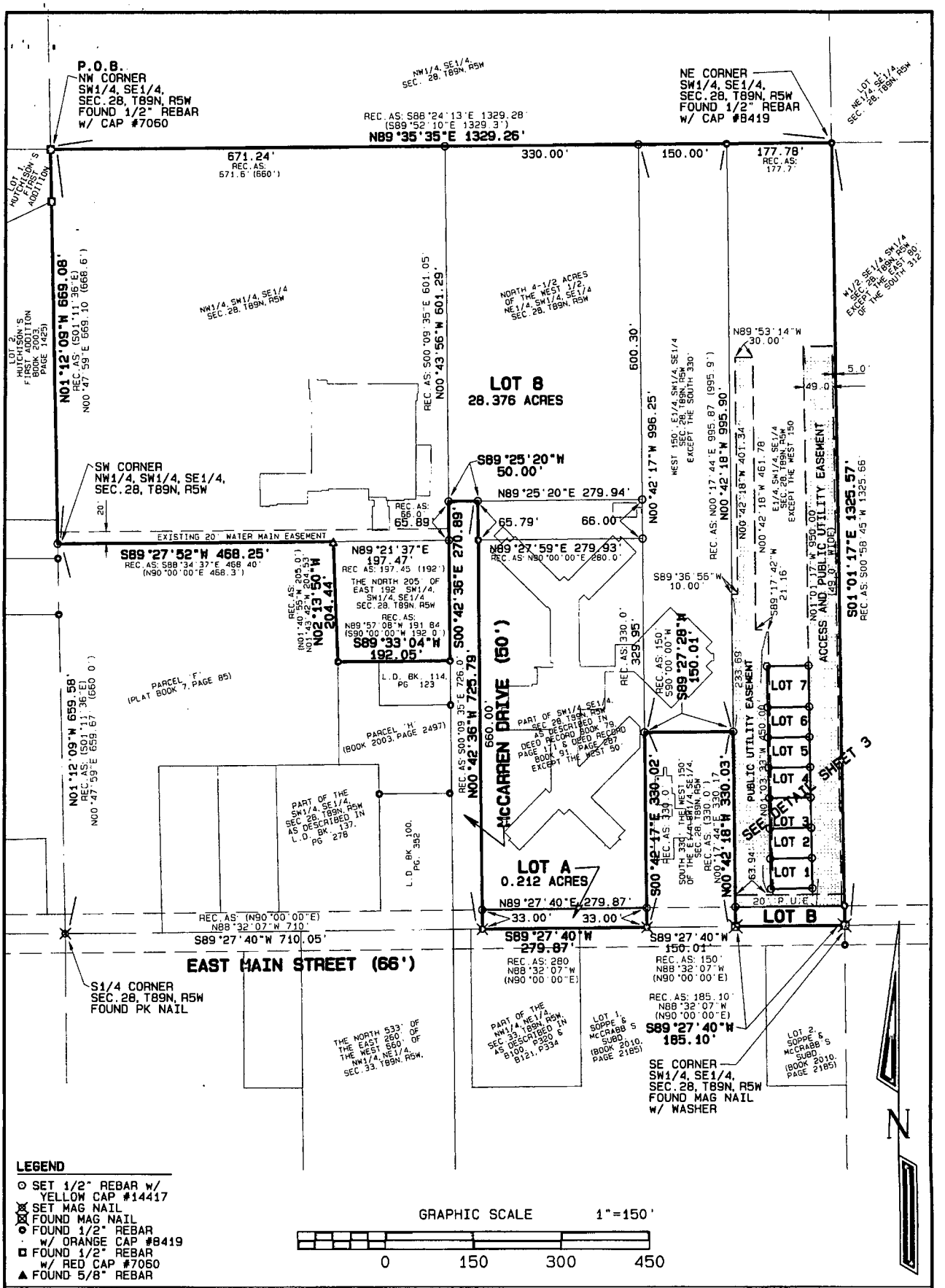
4/18/2017

David P. Schneider P.L.S. #14417 Date:
My license renewal date is December 31, 2017.

Pages or sheets covered by this seal: SHEETS 1, 2 & 3

SCHNEIDER
Land Surveying
&
Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
Fax 563-744-3629

Project: 1969FP
Survey Date: 3/15/2017
Sheet: 1 of 7



LEGEND

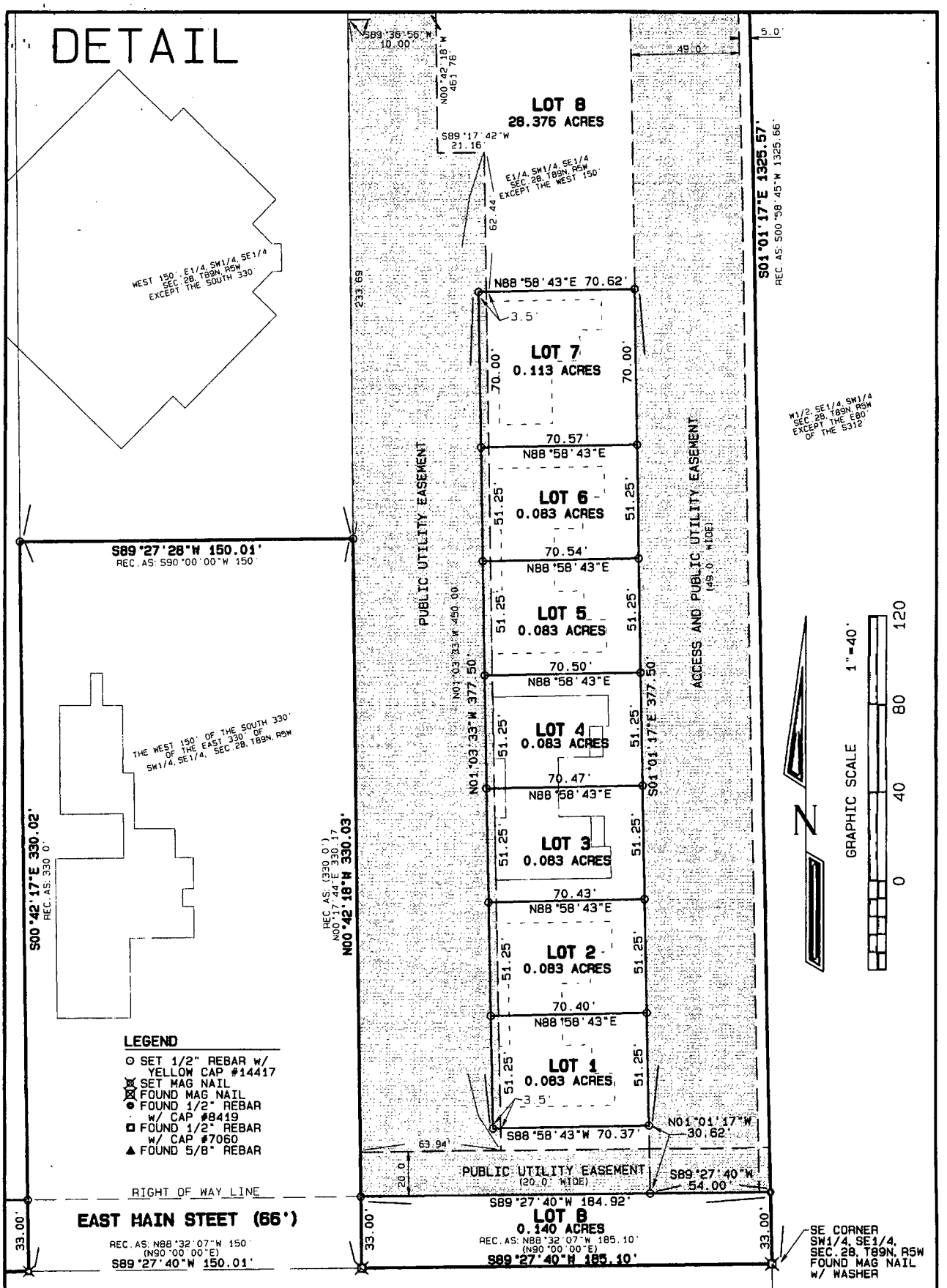
- ⊙ SET 1/2" REBAR w/ YELLOW CAP #14417
- ⊠ SET MAG NAIL
- ⊠ FOUND MAG NAIL
- ⊙ FOUND 1/2" REBAR w/ ORANGE CAP #8419
- ◘ FOUND 1/2" REBAR w/ RED CAP #7060
- ▲ FOUND 5/8" REBAR

FINAL PLAT
GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SCHNEIDER
Land Surveying & Planning, Inc.
P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
Fax 563-744-3629

Project: 1969FP
Survey Date: 3/15/2017
Sheet: 2 of 7



FINAL PLAT

GOOD NEIGHBOR SUBDIVISION, CITY OF MANCHESTER, DELAWARE COUNTY, IOWA.

PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 28, TOWNSHIP 89 NORTH, RANGE 5 WEST OF THE 5th P.M., CITY OF MANCHESTER, DELAWARE COUNTY, IOWA

SCHNEIDER
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P.O. Box 128
Farley, Iowa 52046
Ph# 563-744-3631
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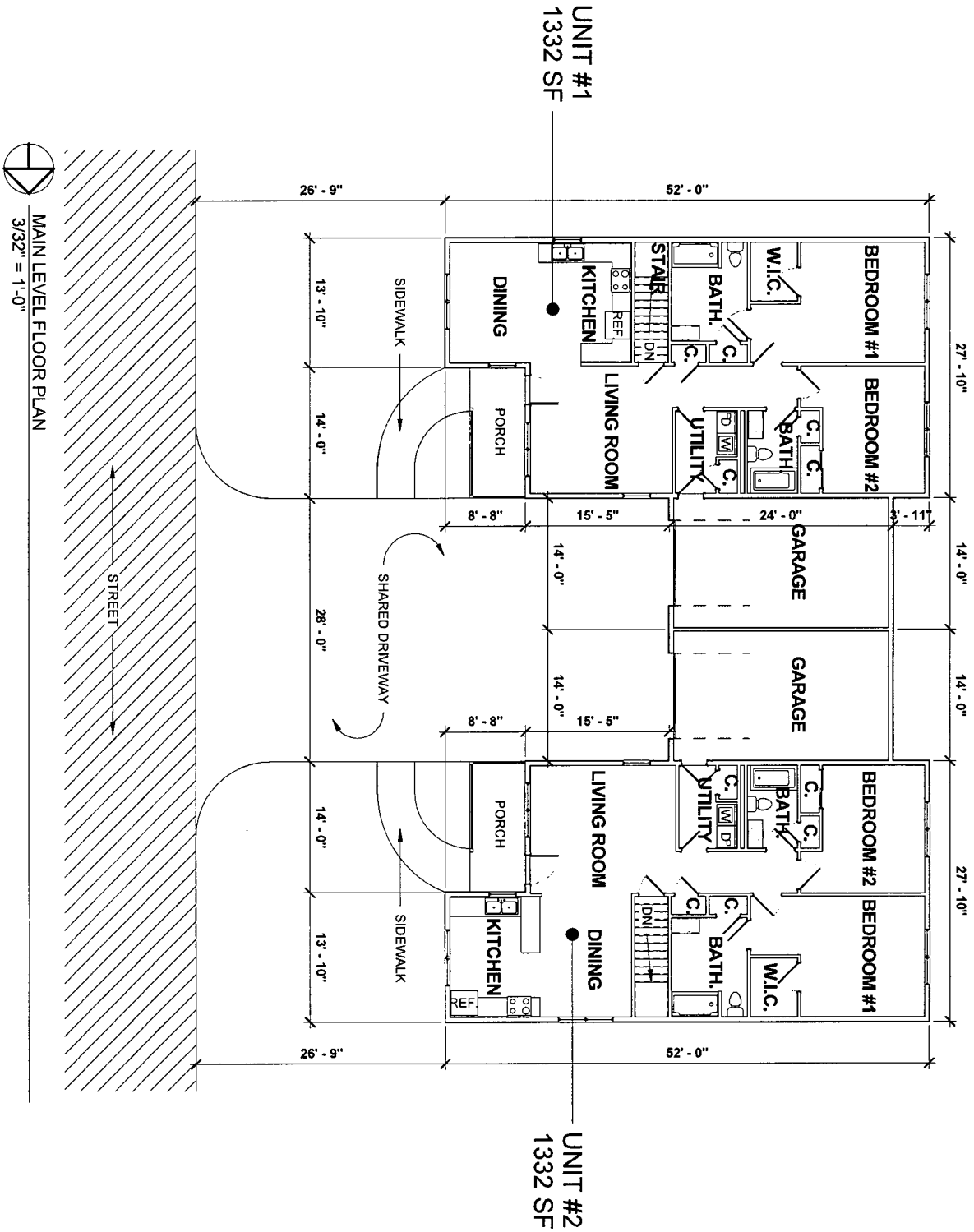
Project: 1969FP
Survey Date: 3/15/2017
Sheet: 3 of 7

EXHIBIT D

Plans

See below listed Plans are attached on the following pages:

Plan	Description
Final Plat	Site plan for Lots 1 thru 7, Good Neighbor Subdivision, City of Manchester, Delaware County, Iowa (See **Exhibit C** above)
	Floor Plans for Lots 1 and 2 will be submitted by amendment at a later date.
A102	Lots 3 and 4, Main Level Floor Plan
A103	Lots 3 and 4, Basement Level Floor Plan
	Floor Plans for Lots 5, 6, 7 and 8 will be submitted by amendment at a later date.



MAIN LEVEL FLOOR PLAN
3/32" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

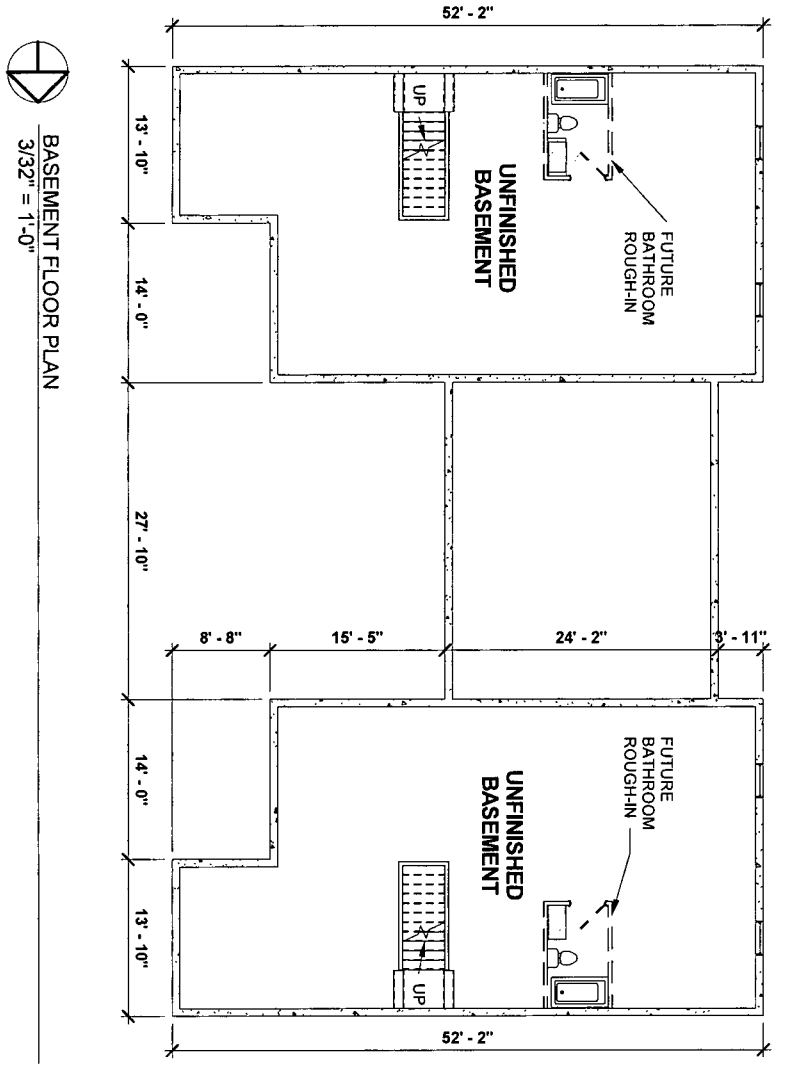
MARTIN GARDNER ARCHITECTURE
700 11TH ST
SUITE 200
MARION, IOWA
52302
(319) 377-7604
www.martingardnerarchitecture.com
11502 390TH ST
STRAWBERRY POINT
IOWA 52076
(563) 933-4712

GOOD NEIGHBOR SOCIETY
INDEPENDENT LIVING UNITS
105 McCarren Drive
Manchester, IA 52057

© 2017
MARTIN GARDNER
ARCHITECTURE P.C.

5/31/2017

A102
11087.05



BASEMENT FLOOR PLAN
3/32" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION

MARTIN GARDNER ARCHITECTURE
700 11TH ST
SUITE 200
MARION, IOWA
52302
(319) 377-0604
www.martingardnerarchitecture.com
11502 390TH ST
STRAWBERRY POINT
IOWA 52076
(563) 933-4712

GOOD NEIGHBOR SOCIETY
INDEPENDENT LIVING UNITS
105 McCarren Drive
Manchester, IA 52057

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ARCHITECTURE P.C.

5/31/2017

A103

11087.05

EXHIBIT E

Principal Materials

Principal Materials for Lots 3 and 4:

1. Roof Truss 24" O.C. 6/12 Roof Pitch
2. R-38 Roof Insulation
3. PlyDry Underlayment
4. 7/16" Roof Sheathing
5. 30 Year Architectural Shingles
6. Ridge Vent
7. Vented Vinyl Soffit & Aluminum Fascia
8. Anderson Silverline Low E Thermopane Windows
9. 2 x 6 Fascia
10. Vinyl Siding
11. 15" Shutters All Around
12. Steel Insulated Doors w/Dead-bolts & Locksets Keyed Alike
13. Exterior Lights @ Front Door
14. Doorbell @ Front Door
15. R-19 Paper Back Insulation All Exterior Walls
16. 2x10 Floor Joists 16" O.C.
17. FHA Certified Wear Dated 33 oz. Carpet w/Sib Rebond Pad
18. All Wiring Per Code (12-2 General Circuits) 200 Amp Entrance Box 40/40
19. Concrete Basement Floor
20. Concrete or Block Wall
21. Furnace, Water Heater & Duct from Factory (Offered in Some Models). Not Recommended on Basement. Requires Truss Floor
22. 2x6 Exterior Walls, 2x4 Interior Walls 16" O.C.
23. Housewrap Over 7/16" OSB Sheathing Entire Home
24. Double 2x10 Band Joists with Joist Hangers @ Marriage Wall
25. Mate Line Sheathing w/ 7/16" OSB Both Sides
26. ¾" Tongue & Groove Floor Decking, Screwed & Glued
27. 8' Side Wall Standard
28. 5/8" Drywall On Ceilings (Stipple Finish)
29. ½" Drywall Throughout (Smooth Finish)

Principal Materials for Lots 1, 2, 5, 6, 7 and 8 will be submitted by amendment at a later date.

EXHIBIT F

Certification of Land Surveyor

I hereby certify that the Site Development Plan identified as **Exhibit C** and attached to the Declaration of Submission of Property to Horizontal Property Regime for Neighborhood Villas, A Condominium, to which this Certificate is attached, for the Land as described in the Declaration accurately depicts (i) the legal description of said property, (ii) the location and dimensions of the Buildings and other improvements to be located on said property, (iii) the Limited and General Common Elements provided for in the Declaration and situated on said property and (iv) the location of all easements as they exist on the date hereof.

I certify that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

DATED this 26 day of MAY, 2017.

David P. Schneider, Professional Land Surveyor
Iowa License No. 14417

EXHIBIT G

Certification of Architect

I hereby certify that the Building Plans identified as **Exhibit D** and attached to the Declaration Of Submission Of Property To Horizontal Property Regime For Neighborhood Villas, A Condominium, to which this Certificate is attached, accurately depict and describe, as stated thereon, (i) the Limited and General Common Elements provided for in the Declaration and part of the Property; (ii) the location of each Unit within the Property, the floor plan for each Unit and the approximate dimensions thereof; (iii) the common area to which each Unit has access, and (iv) the location of all Common Elements affording access to each Unit, all as they now exist on the date hereof.

I certify that I am a duly registered architect under the laws of the State of Iowa.

DATED this 31st day of MAY, 2017.

Joshua Demmer

Joshua Demmer, Project Architect, AIA, LEED AP
Iowa Reg. No. 06313

EXHIBIT H

Undivided Interest in Common Elements

Each Unit shall have the following indicated percentage share of the Common Elements and the number of votes in all matters in which a vote is required or taken with respect to the Condominium or the Association:

Unit No.	Street Address	Percent Common Elements	No. Votes	Living Area (Sq. Ft.)
1	2 Neighbor Drive, Manchester, IA	14.285%	1	1638
2	4 Neighbor Drive, Manchester, IA	14.285%	1	1638
3	6 Neighbor Drive, Manchester, IA	14.285%	1	1638
4	8 Neighbor Drive, Manchester, IA	14.285%	1	1638
5	10 Neighbor Drive, Manchester, IA	14.285%	1	1638
6	12 Neighbor Drive, Manchester, IA	14.285%	1	1638
7	14 Neighbor Drive, Manchester, IA	14.290%	1	1969