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LISA SMITH RECORDER
Madison County, Iowa

Prepared by and after recording return to: David L. Wetsch, 699 Walnut Street, Suite 1600, Des Moines, IA 50309
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**DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
VILLAS AT CHERRY CREEK CONDOMINIUMS**

THIS DECLARATION is made this th 10 day of January, 2020, by Kading Properties, L.L.C., an Iowa limited liability company (hereinafter called the "Declarant") pursuant to the provisions of the Horizontal Property Act, Chapter 499B, Iowa Code, 2019, as amended (hereinafter called "the Act").

WHEREAS, the Declarant is the owner in fee simple title of the following described real estate situated in **Madison** County, Iowa, legally described as:

Lots 1 through 4, Block 1 and South 137.0 feet of Lot 1, REPLAT LOT 5, all in Block 1 BIRCHWOOD ESTATES PLAT NO. 1, Winterset, Madison County, Iowa;

(hereinafter referred to as the "real estate"); and

WHEREAS, Declarant contemplates constructing twenty-three (23) separate buildings, each containing two (2) residential units per building, for an aggregate of forty-six (46) residential apartments which include individual attached garages and a parking area serving each residential unit. The buildings will be composed of two separate styles, the "Villa" style consisting of 14 units, and the "Bradford" style consisting of 32 units, as more fully described in Exhibit "A" attached hereto. The setbacks for these buildings will vary as described on Exhibit "A".

NOW THEREFORE, the Declarant hereby declares that the real estate is submitted to the Horizontal Property Regime on the terms, conditions and restrictions as hereinafter set forth in this

NOW THEREFORE, the Declarant hereby declares that the real estate is submitted to the Horizontal Property Regime on the terms, conditions and restrictions as hereinafter set forth in this Declaration which shall constitute covenants running with the real estate and shall be binding on Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the real estate, their grantees, successors, heirs, personal representatives, devisees and assigns:

1. The land which is the subject of the Horizontal Property Regime described herein is described above.

2. Condominium Apartments. It is contemplated that there will be forty-six (46) separate Apartments located on the "Real Estate" which is presently the property in the Regime, as shown on the Exhibit "A" attached hereto. The boundaries of each Apartment shall be the interior unfinished surface of the walls, floors and ceilings thereof depicted as boundaries in Exhibit "B". Accordingly, all lath, furring, wallboard, plasterboard and plaster constituting a part of the wall shall be deemed to be outside of the Apartment and any paneling, tile, wallpaper, paints, carpeting, linoleum or other wall or floor coverings or finishings shall be deemed to be included within the Apartment. All doors and windows located in the perimetrical walls of an Apartment shall be deemed to be part of that Apartment. Each of the forty-six (46) Apartments is hereby allocated one (1) vote in the Association. The percentages of the common expenses of the Association are hereby equally allocated to the Apartments. The percentages of the undivided interests in the Common Elements and of the Common Expenses of the Association allocated to each Apartment on such basis is the Percentage Interest set forth opposite each such Apartment in Exhibit "C" attached hereto. The description of the buildings to be located within the Horizontal Property Regime ("Regime"), and the number of Apartments are shown on Exhibits "A" and "B", attached hereto and incorporated herein by this reference, which includes Apartment numbers, location, approximate area, number of rooms and immediate common area to which the apartment is adjacent. Exhibit "C" also contains the percentage interest which each Apartment bears to the entire Regime.

3. Common Elements.

A. All portions of the real estate other than the Apartments are Common Elements. Certain portions of the Common Elements designed to serve a single Apartment are, by operation of Chapter 499B.2(6), of the Act, Limited Common Elements allocated for the exclusive use by the respective apartments served thereby to the exclusion of other Apartments. As shown on Exhibit "A", all garages are attached to the Apartments to which they are allocated but, as further shown on Exhibits "A" and "B", all garages including the garage door are allocated as Limited Common Elements for the exclusive use of a particular Apartment to the exclusion of other Apartments. Additionally, the stoop or patio, and the air conditioning, heating and water heater equipment serving each Apartment, and the driveway immediately in front of the garage allocated to each individual Apartment, are Limited Common Elements allocated for the exclusive use of the Apartment to which they are attached and for which they provide service to the

exclusion of the other Apartments. The air conditioning, heating and water heater equipment as well as the garage door of each garage, and the driveway immediately in front of the garage allocated to each individual Apartment, are Limited Common Elements which shall be maintained, repaired and replaced by the Owner of each such Apartment at such Owner's sole cost and expense. The Apartments are constructed of concrete footings, concrete or block foundations and wood frame construction.

- B. Subject to the following provisions of this paragraph, each garage may be used and improved by the Owners of the Apartment to which it is allocated in any manner desired by such Owners. Such use and improvement shall be subject to the provisions of the Act, this Declaration, the Articles and the Bylaws. Additionally, the Board of Directors shall have the power to promulgate rules and regulations relative to the garages and the use or improvement thereof provided that the same shall not prevent any use or improvement of garages unless such use or improvement is reasonably determined by the Board of Directors to create objectionable noises or odors, to damage or endanger the structure of the garages or the buildings of which they are a part, or to create or constitute a hazardous condition. Any Owner desiring to make an improvement in the garage allocated to such Owner's Apartment shall, prior to commencing construction thereof submit plans for such improvement to the Board of Directors and secure the consent of the Board of Directors to such improvement, which consent shall not be withheld unless the Board of Directors reasonably determines that the proposed improvement will create or constitute a hazardous condition or will damage or endanger the structure of the garage or the building of which it is a part. No Owner shall alter the external appearance of the garages. The Board of Directors shall have the right, in its discretion, to require a bond or other security for the completion of the proposed improvements and the payment of all costs thereof. All damage done to a garage in connection with the Construction of any such improvement shall be repaired at the cost of the Owner constructing such improvement. All costs of constructing any such improvement shall be paid by the Owner constructing the same. In the event that any mechanic's lien is filed against the Regime or any part thereof in connection with the construction of such improvement, the Owner constructing such improvement shall immediately cause the same to be discharged at such Owner's expense. If such Owner fails to do so, the Association may, but shall not be obligated to, immediately cause the same to be discharged of record and all amounts, costs and expenses paid or incurred by the Association in connection with effecting such discharge shall be immediately due from such Owner to the Association and shall be such Owner's personal liability, a lien on such Owner's Apartment and collectible by the Association, all in the same manner as set forth herein with respect to Common Expense assessments. The Owners of each Apartment shall be responsible for cleaning the garage allocated to the Apartment owned by them and for repairing and maintaining any improvements to the garage constructed by an Owner. The Association shall not be required to maintain any insurance with respect to any

improvements to a garage constructed by an Owner. In the event that the association incurs extraordinary expenses related to any garage on account of any use thereof or improvements thereto made by the Owner of the Apartment to which such garage is allocated, the Association may assess the amount of such extraordinary expenses against the Apartment to which such garage is allocated.

- C. Budget/Levy/Lien. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Apartment Owners in accordance with the Declaration and the Bylaws. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget of Common Expenses and the allocation thereof to the Apartment Owners, the amount so allocated to the Apartment Owners of each Apartment shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Apartment and shall be a lien thereon, payable in equal monthly installments due on the first day of each month during the period covered by the Budget, without further resolution by the Board of Directors. The Common Expenses shall include those Common Expenses set forth in the Declaration and the Bylaws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property and as permitted by the Act and all laws amendatory thereof and supplemental thereto; provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Apartment Owner. The Board of Directors shall advise all Apartment Owners in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Apartment Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Apartment Owner and to his First Mortgage. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unneeded Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expense, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Apartment Owners, shall be a lien on the

Apartment assessments shall be enforceable in the same manner as the monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors. At the time of the initial closing of the conveyance of any apartment from the Declarant, the purchaser thereof shall pay to the Association a working capital fund in an amount equal to two months estimated common area charges for the Apartment, which amount shall not be refundable.

D. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Apartment to an owner, the maximum annual assessment for all apartments shall be \$3,000.00.

1. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased each year not more than 50% above the maximum assessment for the previous year without a vote of the membership.
2. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 50% by a vote of 2/3 of all members in attendance in person or by proxy, at a meeting duly called for that purpose.
3. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.
4. All annual and special assessments shall be uniform for each apartment.
5. For so long as the Declarant owns 100% of the residential apartments, at Declarant's sole option, the annual assessment may be suspended until the first month following when an individual residential apartment is sold to a third party.

E. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors. An Owner may not avoid assessment for Common Expenses by failing or waiving the right to the use or enjoyment of the Common Elements. Monthly assessments shall be due as provided herein and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any Owner of an Apartment and its appurtenant undivided interest in Common Areas and Facilities may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due and payable all Common Expenses attributable to that Apartment. The mortgage note or deed may further provide that a default in making such deposit shall be a default under the terms of the mortgage deed. In

the event that a mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.

- F. Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Apartments which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Apartment the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid.
- G. Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owners shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to either the Act or the laws of the State of Iowa relative to usury. In addition, such Owner shall be obligated to pay all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of an Apartment Owner to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the default Owner, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Owner. The Board of Directors, the Association and each individual Apartment Owner shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest thereon and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against an owner, by foreclosure of the lien on an Apartment pursuant to the Act, any statute amendatory thereof or supplementary thereto, or by another remedy available under the Act or hereunder.
- H. Records. The Board of Directors shall cause to be kept at the Registered Office of the Association, or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Apartment Owners and names of any First Mortgagees who have requested the notice of default described in the Declaration and the Apartment on which such First Mortgagee holds a mortgage, and detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements. Such records shall be available for examination by the Owners or mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Apartment, setting forth the

amount of the assessments against the Apartment, the date when due, the amount paid thereon and the balance remaining unpaid. The Association shall be required to make current copies of the Declaration, Bylaws and the rules and regulations governing the regime as well as other books, records and financial statements available to Apartment Owners, lenders and the holders and insurers of first mortgages on any apartment. In addition, the Association shall also be required to make copies of the Declaration, Bylaws, rules and regulations governing the regime and the most recent financial statements available to prospective purchasers. Upon written request from any agencies or corporations which have an interest in the regime through loans or mortgage insurance, the Association shall be required to cause an audited financial statement of the immediately preceding year to be prepared and furnished within a reasonable time. If an audited financial statement has been prepared, it shall be available as a part of the records and financial statements of the Association..

4. Use of the Regime. The Regime and each of the Apartments shall be used and occupied in accordance with the following provisions:

- A. Residential Use Only. Subject to the provisions of Subparagraph 4B below, the Regime and each of the Apartments are intended for residential purposes only. No use may be made of any Apartment except that of a residence for the Apartment Owner thereof, their families, tenants and social guests and no business or commercial use shall be permitted on the Real Estate except as specifically provided in this Declaration and except that the Association may maintain an office on or in any part of the Real Estate for management purposes.
- B. Use for Sales Purposes. So long as Declarant owns any Apartment, Declarant may maintain advertising signs on any part of the Common Elements and sales offices, management offices and model Apartments within any Apartment or Apartments or in or on any part of the Common Elements and such sales offices, management offices and model Apartments may be relocated by Declarant from time to time.
- C. Rental of Apartments. Any lease arrangement of an Apartment shall be required to provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and Articles of Incorporation of the Association and any rules and regulations established by the Board of Directors; shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure of the lessee to comply with the terms of such documents or rules shall be a default under the Lease or Rental Agreement. All leases shall be required to be in writing and any Apartment Owners leasing or renting an Apartment, shall, prior to the commencement of the Lease or rental term, deliver to the Secretary of the Association a complete copy of the Lease or Rental Agreement. No Lease shall be for a period of less than thirty (30) days. Other than the foregoing, the Apartment Owners of the

respective Apartments shall have the absolute right to lease the same. For so long as Declarant owns any Apartment, Declarant may rent any and all Apartments upon terms acceptable to Declarant, in the sole discretion of Declarant.

- D. Easements for Encroachments. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Regime, any portion of the Common Elements encroaches upon an Apartment or Apartments or any portion of an Apartment encroaches upon the Common Elements or upon an adjoining Apartment or Apartments, a valid easement for the encroachment and for the maintenance thereof, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Apartments for the purposes of marketability of title. In the event the Real Estate is partially or totally destroyed, and then rebuilt, the Apartment Owners shall permit minor encroachment of parts of the Common Elements, and of other Apartments, due to reconstruction and a valid easement for said encroachments and the maintenance thereof shall exist.
- E. Rules. Each Apartment Owner, occupant, tenant or guest shall use the apartment and the Common Elements only in compliance with the provisions of the Act, this Declaration, the Articles and the Bylaws, all as lawfully amended from time to time, and with all decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act.
- F. Prohibited Activities. No unlawful, noxious or offensive activities shall be carried on in any apartment or elsewhere on the Real Estate, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others.
- G. Apartment Exterior. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the apartments (except within the garages which are allocated to the Apartments), or which may be visible from the outside of the Apartments (other than draperies, curtains, or shades of a customary nature and appearance in any event subject to the rules and regulations of the Board of Directors).

No Owner shall paint or decorate or adorn the outside of the Apartment. No radio or television antennae or other device designed for the receipt of broadcast signals shall be allowed unless (1) such antennae or device is one meter or less in

diameter or diagonal measurement and (2) is located only in an area over which the apartment owner has exclusive use or exclusive control and (3) such antennae or device shall be made of materials or painted to blend into the background upon which it is mounted, provided that acceptable quality signal reception is not precluded. In no event shall any such device or antennae be installed on the roof, exterior walls or green space areas of the condominium regime since the apartment owner does not have exclusive use or exclusive control thereof. Any damage caused by installation of any such device or antennae upon any area over which the apartment owner has exclusive use or exclusive control shall be repaired at the sole expense of the apartment owner. No Owner of an Apartment shall display, hang, store (except within the garage which is allocated to his Apartment) or use any sign outside his Apartment, or which may be visible from the outside of his Apartment without the prior written permission of the Board of Directors. The foregoing notwithstanding, an Owner shall be permitted to display a sign of not more than three (3) square feet in an area advertising such Owner's Apartment for sale or lease. Such sign shall be located in the yard area between such Owner's Apartment and the road in front of such Apartment.

No Owner shall be allowed to use an charcoal grill unless such charcoal grill is located on a concrete patio and is removed at least five feet from any combustible material related to the common elements. By way of example, no charcoal grill may be used at any time on any wooden deck surface. Electric and/or gas grills may be used on any surface including wooden decks.

No Owner shall be allowed to park on the private streets within the Development.

- H. Pets. No animal of any type shall be kept in any Apartment or in the Common Elements, unless and until the Board of Directors has enacted rules and regulations specifically permitting the keeping of such type of animal. The Board of Directors shall have complete discretion as to whether or not it will permit the keeping of animals of any particular type. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal in one or more, but not all, Apartments when special circumstances are present. An example of the special circumstances contemplated hereby is the need for a seeing eye dog. The Board of Directors shall also have complete discretion as to the substance of any administrative rules and regulations enacted by it regarding the manner in which any permitted animal shall be kept, provided that the Board of Directors may not, in any case, permit the keeping of any animal for any commercial purpose. The Board of Directors shall have the right at any time to change its rules and regulations relating to animals. Such right shall include the right to prohibit the keeping of any animal of a type permitted to be kept by previously enacted rules and regulations. Any animal permitted to be kept shall be kept in strict accordance with the administrative rules and regulations relating to such animals

from time to time approved by the Board of Directors and in any event shall be kept in a manner so as not to constitute a nuisance to others.

- I. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the rules and regulations promulgated by the Board of Directors.
- J. Storage of Personal Property. Except as provided in this Declaration or as permitted by the rules and regulations adopted from time to time by the Board of Directors in its sole discretion, no personal property of any kind whatsoever belonging to any Owner or to any tenant of such Owner or any guest or invitee of any Owner or any tenant shall be stored, placed or kept, temporarily or permanently, in or on the Common Elements. Without limiting the generality of the foregoing, no motorized or non-motorized vehicles, boats, campers, cabs, trailers, snowmobiles, bicycles, tricycles or motorcycles shall be stored on any Common Element except inside a garage. The foregoing notwithstanding an Owner, may (i) keep personal property in the garage allocated to such Owner's Apartment as a Limited Common Element; (ii) park operational automobiles on the driveway allocated to such Owner's Apartment as a Limited Common Element; and (iii) keep normal and customary lawn and patio furniture (but not play equipment) in the stoop or patio allocated to such Owner's Apartment as a Limited Common Element.
- K. Machines. No Owner shall overload the electrical wiring in the Regime or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.
- L. Rules and Regulations. The Board of Directors may, from time to time, promulgate rules and regulations regarding the use of the Apartments and the Common Elements, provided that such rules shall be reasonable in scope and shall tend to promote the use of the Real Estate for the purpose set forth herein.
- M. Gardens and Shrubs. Except as permitted by the Board of Directors, in its sole discretion, and except as provided in Subparagraph 4.J. above, no gardens, shrubs, flowers or other plants shall be planted by any Owner on any Common Element or Limited Common Element.
- O. Blocking of Driveways. Under no circumstances shall any Owner block access to any garage other than the garage allocated to such Owner's Apartment as a Limited Common Element.
- P. No Right of First Refusal. The Association shall not have any right of first refusal or similar restriction regarding the conveyance of any apartment.
- 5. Maintenance and Repair.

- A. Every Apartment Owner shall perform promptly all maintenance and repair work required within his own Apartment and all maintenance and repair work required within the garage space assigned to his Apartment and made the Owner's responsibility under Section 3 of this Declaration which, if not performed, would affect the Common Elements or another Apartment or Apartments. Upon the failure of any Apartment Owner to perform his responsibilities under this paragraph, the Association may, but shall not be obligated to, perform the same and such Apartment Owner shall be liable to the Association for all expenses incurred by the Association in performing the same and the amount thereof shall be a lien on such Owner's Apartment and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments. All incidental damage or liability caused to an Apartment or Apartments or to the Common Elements by the failure of an Apartment Owner to perform his obligations under this paragraph or caused in the course of performing such obligations shall be the responsibility of the Apartment Owner.
- B. If maintenance, repairs or replacements to the Common Elements or to the Apartment of another Apartment Owner are necessitated by the negligence, willful act, misuse or neglect of an Apartment Owner or of anyone for whose negligence, willful act, misuse or neglect such Apartment Owner is responsible, the expense thereof shall be a lien on such Owner's Apartment and shall be collectible in the same manner as set forth herein with respect to Common Expense Assessments.
- C. The Association is responsible for maintenance, repair, and replacement of the Common Elements, including the Limited Common Elements, but excluding the garage door, any improvement to a garage space constructed by an Owner, the driveway immediately in front of the garage allocated to each individual Apartment, and the air conditioning, heating and water heater equipment, allocated as a Limited Common Element. Except as provided in Subparagraph 5B and above, any Common Expense associated with the maintenance, repair or replacement of a Common Element or Limited Common Element shall be assessed against all the Apartments in accordance with the Common Expense liability allocated to each Apartment hereunder and shall not be assessed solely against the Apartment or Apartments to which such Limited Common Element is assigned.
- D. All incidental damage caused to any apartment or to any improvements constructed by an Owner in a garage pursuant to Section 3 of this Declaration as a result of any work done by the Association in accordance with its responsibilities as set forth herein or in the Act or as a result of any damage to, failure of or malfunction of anything to be maintained, repaired or replaced by the Association in accordance with the provisions hereof or in the Act, shall be the responsibility

of the Association and the cost of repairing such incidental damage shall be a Common Expense.

6. Required Insurance.

- A. Commencing not later than the time of the first conveyance of an Apartment to an Apartment Owner other than Declarant, and in addition to the requirements of the Act, the Association shall maintain, to the extent reasonably available, the following insurance: (a) Fire insurance with extended coverage endorsement (including vandalism, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard "all risk" endorsement, if such is available). Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements included in the Real Estate subject to this Declaration (including all building service equipment and all of the Apartments and the fixtures installed therein as of the date hereof, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures installed therein as of the date hereof, **BUT NOT INCLUDING FLOOR SYSTEMS AND COVERINGS (INCLUDING CARPETING, CERAMIC TILE, AND WOOD FLOORS), DRAPES, WALL COVERINGS, FURNITURE, FURNISHINGS, OR PERSONAL PROPERTY BELONGING TO THE APARTMENT OWNERS AND NOT INCLUDING IMPROVEMENTS, FIXTURES AND OTHER PROPERTY SUPPLIED OR INSTALLED BY APARTMENT OWNERS**). Each Apartment Owner shall be required to obtain their own condominium owner's insurance or similar policy to cover the items not included in the Association Policy. Such insurance shall cover the interest of the Association, the Board of Directors and all Apartment Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined annually by the Board of Directors; (b) worker's compensation insurance and insurance coverage legal liability arising out of lawsuits related to employment contracts of the Association; (c) comprehensive public liability insurance in such amounts (but not less than \$1,000,000 for any one occurrence) and with such coverage as the Board of Directors shall from time to time determine, but at least covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements, and insuring each officer and member of the Board of Directors, the managing agent and each Apartment Owner and with cross liability endorsement to cover liabilities of the Apartments Owners as a group to an Apartment Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Apartment Owner for the negligent act of another Owner, occupant or the Association; (d) directors and officers liability insurance in such amounts as the Board of Directors shall,

from time to time, reasonably determine and (3) such other insurance as the Board of Directors may determine. If reasonably available, the policy or policies of fire and extended coverage shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specific value in the event of destruction and a decision not to rebuild and an inflation guard endorsement. The Board of Directors may from time to time designate an insurance trustee to receive proceeds. All such policies must provide that they may not be cancelled or substantially modified without at least ten days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policy(s).

- B. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Apartment Owners or of invalidity arising from any acts of the insured or any Apartment Owners. Provisions shall be made for issuance of certificates of physical damage insurance to mortgagees.
- C. Each Apartment Owner may maintain such insurance as Owner shall desire for Owner's own benefit insuring Owner's personal liability, and Owner's carpeting, drapes, wallcovering, fixtures, furniture, furnishings, personal property, and improvements, fixtures and other property supplied or installed by Owner or a previous Apartment Owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by an Apartment Owner. All insurance carried by the Association shall be primary in the event a loss occurs and any apartment owner has other insurance covering the same loss.
- D. In addition to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Apartment Owners to obtain and maintain in force any other coverages or endorsements which are required under the Act or which the Board of Directors deem necessary or desirable.
- E. Insurance premiums for any blanket property insurance coverage and the other insurance coverages purchased by the Association shall be common expenses to be paid by assessments levied by the Association, and such assessments shall be held in an account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.
- F. In the event that all or a part of the real estate or improvements are damaged or destroyed, the affirmative vote of 100% of the Apartment Owners whose apartments were damaged or destroyed shall be required in order not to rebuild, repair, or restore the damaged or destroyed apartments. Otherwise, the damaged

or destroyed apartments shall be rebuilt, repaired or restored. In the event that 100% of the Apartment Owners owning the damaged or destroyed apartments have voted not to rebuild, repair or restore, such vote must then be confirmed by 80% of the remaining owners of the apartments in the regime. In such event, all insurance proceeds received as a result of such damage or destruction as they relate to each apartment shall first be used to satisfy all liens outstanding against each such apartment and then any remaining equity shall be used to adequately secure the remaining apartments from the effects of weather and then to construct appropriate replacement walls, roofing and any other necessary building appurtenances in order to allow for the remaining apartments to function independently of the damaged or destroyed units that are not rebuilt, repaired or restored. If such proceeds are not sufficient relating to each apartment after payment of all liens relating to each apartment, the apartment owners of the damaged or destroyed units shall then be responsible for providing, on a pro rata basis, the necessary remaining funds. If adequate provision is not made to supply the remaining funds as described above, regardless of the votes taken by the affected apartment owners and by the remaining apartment owners, the improvements shall be rebuilt, repaired or restored to their condition prior to such damage or destruction as if the above-referenced votes did not have the required affirmative percentages.

- G. The Association is hereby designated as attorney-in-fact for each and all of the Apartment Owners from and after the time the Apartment Owner purchases the Apartment, for the purpose of adjusting all insurance claims. The Association, as attorney-in-fact, shall arrange for the purchase and maintenance of all the insurance described herein and shall be responsible for the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, and the execution of all documents and the performance of all other acts necessary as attorney-in-fact relating to all insurance matters for the Association. As attorney-in-fact, the Association shall have exclusive authority to deal with all matters regarding insurance, acquisition, maintenance and adjustment.
- H. Blanket fidelity bonds may be required to be maintained by the Association for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. Any management agent who has the responsibility for handling or administering funds of the Association may be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for the funds of or administered on behalf of the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. In no event, however, may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all units plus reserve

funds. The bonds shall contain waivers by the issuers thereof of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all such bonds, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten days prior written notice to the Association.

7. Rights of First Mortgagees. The following provisions shall take precedence over all other provisions of this Declaration, and in the event of any inconsistency or contradiction, the following provisions shall control:

- A. A first mortgagee of an Apartment or its assigns, upon request, will be entitled to written notification from the Association of: (a) any default in the performance by the Apartment Owner of any obligation under this Declaration or the Bylaws which is not cured within thirty (30) days; (b) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (c) any proposed action which, pursuant to this Declaration or the Act, requires the consent of a specific percentage of the first mortgagees of the Apartments; (d) any proposed amendment of the Regime instruments effecting a change in (i) the boundaries of any Apartment or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited Common Elements appertaining to any Apartment or the liability for Common Expenses appertaining thereto; (iii) the number of votes in the Owners Association appertaining to any Apartment; or (iv) the purposes to which any Apartment or the Common Elements are restricted (e) any proposed termination regime; (f) any condemnation loss or any casualty loss which affects a material portion of the Regime or which affects any Apartment on which there is a first mortgage held, insured or guaranteed by such eligible holder; (g) any delinquency in the payment of assessments or charges owed by an Owner of an Apartment subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; and (h) any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association.
- B. (i) Except as provided hereinafter concerning any vote requiring sixty-seven percent (67%) of apartment owners and/or fifty-one percent (51%) of the holders of first mortgages, this Declaration and the Bylaws of the Homeowners Association may be amended by a majority vote of all apartment owners in attendance at any meeting properly called for the purpose of voting on any amendments for which a quorum is present.
- (ii) This Declaration and the Bylaws of the Homeowners Association may be amended for the purpose of terminating the condominium regime if the consent of owners of apartments to which at least sixty-seven percent (67%) of the votes in the Homeowners Association are allocated and if

consent is obtained from at least sixty-seven percent (67%) of the votes of the eligible holders of first mortgages on Apartments.

- (iii) The consent of owners of Apartments to which at least sixty-seven percent (67%) of the votes in the Homeowners Association are allocated and the consent of at least fifty-one percent (51%) of the eligible holders of first mortgages on Apartments shall be required to materially amend any provisions of the Declaration, Bylaws or equivalent documents of the condominium or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:
- a. Voting;
 - b. Assessments for Common Expenses, assessment liens or subordination of such liens;
 - c. Reserves for maintenance, repair and replacement of the Common Elements;
 - d. Insurance or fidelity bonds;
 - e. Rights to use of the Common Elements;
 - f. Responsibility for maintenance and repair of the several portions of the Regime;
 - g. Expansion or contraction of the Regime or the Addition, annexation or withdrawal of property to or from the Regime;
 - h. Boundaries of any Apartment;
 - i. The interests in the Common Elements or Limited Common Elements;
 - j. Convertibility of Apartments into Common Elements or of Common Elements into Apartments;
 - k. Leasing of Apartments;
 - l. Imposition of any right of first refusal or similar restriction on the right of an Apartment Owner to sell, transfer, or otherwise convey his or her Apartment;
 - m. Any provisions which are for the express benefit of the holders of first mortgages on the Apartments;

- n. By act or omission, seek to abandon, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer);
- o. Use hazard insurance proceeds for losses to any Regime property (whether to Apartments or to Common Elements) for other than the repair, replacement or reconstruction of such Regime property, except as provided by statute in case of substantial loss to the Apartments and/or Common Elements of the Regime;
- p. Partition or subdivide any Apartment or the Common Elements;
- q. Establishment of self-management by the Homeowners Association where professional management has been required by any of the agencies or lenders insuring or providing first mortgages relating to any of the apartments.

Any such addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

- C. Any holder of a first mortgage on an Apartment in the Regime or such holder's designee, will, upon request, be entitled to: (a) inspect the books, records and financial statements of the Regime and current copies of the Declaration, the Bylaws of the Association and the rules and regulations of the Regime, as the same may, from time to time, be amended or promulgated, during normal business hours; and (b) receive an annual audited financial statement of the Regime within ninety (90) days following the end of any fiscal year of the Regime; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
- D. Regime assessments for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis, and shall, when practicable, be payable in regular installments rather than be special assessments.
- E. No provisions of this Declaration or of the Bylaws shall be deemed to give an Apartment Owner, or any other party, priority over any rights of first mortgagees of Apartments, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Apartment Owners of insurance proceeds or condemnation awards or settlements for losses to or a taking of Apartments and/or Common Elements. In the event of substantial damage to or destruction of any Apartment or any part of the Common Elements, the holder of any first mortgage on an Apartment will be entitled to timely written notice of any such damage or destruction. If any Apartment or portion thereof or the Common Elements or any

portion thereof, is made the subject matter of a condemnation or Eminent Domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on an Apartment will be entitled to timely written notice of any such proceeding or proposed acquisition. Upon the request of the holder of a first mortgage on any Apartment, the Association shall agree, in writing, to notify such holder, any entity servicing such mortgage, and/or any other entity having an interest in such mortgage whenever damage to the Apartment covered by such mortgage exceeds \$1,000.00 and whenever damage to the Common Elements exceeds \$10,000.00.

- F. The right of an Apartment Owner to sell, transfer, or otherwise convey the Owner's Apartment will not be subject to any right of first refusal or any similar restriction in favor of the Association.
- G. If the Owner of a first mortgage of record on an Apartment or a purchase at a mortgage foreclosure obtains title to, or comes into possession of, an Apartment pursuant to the remedies provided in the mortgage or by foreclosure of the first mortgage or by deed or assignment in lieu thereof, such acquirer of title or possession, his successors and assigns, shall acquire such title or possession free of any claims, and shall not be liable, for the share of the unpaid Common Expenses or assessments chargeable to such Apartment which accrued prior to the acquisition of title or possession to such Apartment by such acquirer. The assessments described herein shall be subordinate to the lien of all mortgages filed prior to the accrual of such assessments. Such unpaid share of the Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Apartment Owners, including such acquirer, his successors and assigns.

8. Grant of Easement of Ingress and Egress. The Declarant hereby grants a perpetual nonexclusive easement for ingress and egress over, across and through the "Real Estate", to all of the Owners of Regime Apartments in the Regime, the Homeowners Association, as well as their invitees and guests, for the purpose of obtaining access to the individual Regime Apartments, as well as for parking purposes, all of which easement rights, however, are subject to and conditioned upon the remaining terms, conditions and restrictions of this Declaration. Maintenance of the easement areas granted hereby shall be performed by the Association as a portion of the Common Areas maintenance.

9. Miscellaneous.

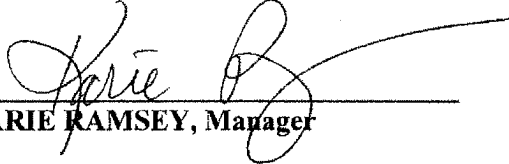
- A. Termination. Except in the case of a taking of all of the Apartments by Eminent Domain, this Regime may be terminated only by the written agreement of all Apartment Owners and of all first mortgagees of Apartments, and may not be abandoned, nor may such termination or abandonment be sought by act or omission, without such unanimous consent.

- B. Right of Association to Hold Apartment. Subject to the provisions of the Bylaws, the Board of Directors, acting on behalf of the Association, shall have the power to acquire, hold, lease, mortgage and convey an Apartment, including the power to purchase an Apartment at the foreclosure sale for unpaid assessments.
- C. Remedies of the Association. In the event of the failure of any Apartment Owner to comply with the provisions of this Declaration, the Articles or Bylaws of the Association, or the decisions, regulations or rules of the Association, the Association or any aggrieved Apartment Owner may, in addition to any other right or remedy available to the Association or such aggrieved Apartment Owner, bring an action for the recovery of damages, injunctive relief or both. Suit to recover a money judgment for unpaid Common Expenses or for other amounts owing the Association may be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any such suit or action the prevailing party shall be entitled to recover from the losing party, an amount equal to all costs, including attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or action. Apartment Owners shall have the right of action against the Homeowners Association should the Homeowners Association fail to comply with the above provisions.
- D. Condemnation of Common Elements. Subject to the provisions of the Act, the Association shall have control over any condemnation proceedings, negotiations, settlements and agreements with the condemning authority relating to the acquisition by the condemning authority of the Common Elements or any part thereof. The Association is hereby appointed attorney in fact for each and all of the Apartment Owners from and after the time the Apartment Owner purchases the Apartment for the purpose of handling all condemnation matters.
- E. Supplemental to Law. The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law.
- F. Definition of Terms. As used in this Declaration or in the Bylaws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several. The "Association" shall mean **Villas at Cherry Creek Condominium Association**, an Iowa non-profit corporation.
- G. Administration/Assessments. The Owners of Apartments in the Regime covenant and agree that ownership of any property within the Regime and levying and payment of assessments, as well as the administration of the Regime shall be in accordance with the provisions of the Act, this Declaration, the Bylaws of the Association, a copy of which is attached hereto as Exhibit "D", and any rules and regulations promulgated by the Board of Directors of the Association.

No amendment that adds additional property to the terms of this declaration pursuant to the option set forth herein shall require the consent of any Apartment Owner other than the Declarant.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

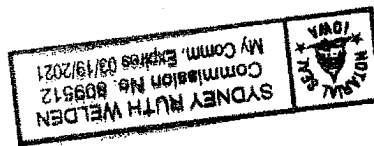
KADING PROPERTIES, L.L.C.

BY: 
KARIE RAMSEY, Manager

STATE OF IOWA)
)ss:
COUNTY OF POLK)

This record was acknowledged before me on the 10 day of January, 2020, by Karie Ramsey, to me personally known, who being by me duly sworn, did say that she is a Manager of the Limited Liability Company executing the within and foregoing instrument, that no seal has been procured by said Limited Liability Company; that said instrument was signed on behalf of the Limited Liability Company by authority of the Limited Liability Company; and that Karie Ramsey, as Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Limited Liability Company, by it and by her voluntarily executed.


NOTARY PUBLIC - STATE OF IOWA



CONSENT OF MORTGAGE HOLDER

MidWestOne Bank f/k/a American Trust & Savings Bank is the holder of a Real Estate Mortgage filed September 28, 2018, in Book 2018, Page 3133, of the Madison County Recorder's Office; and an Assignment of Leases and Rents filed September 28, 2018, in Book 2018, Page 3134 of the Madison County Recorder's Office; on the following described real estate in Madison County, Iowa, to-wit:

Lots 1 through 4, Block 1 and South 137.0 feet of Lot 1, REPLAT LOT 5, all in Block 1 BIRCHWOOD ESTATES PLAT NO. 1, Winterset, Madison County, Iowa;

and does hereby consent to the attached Declaration of Submission of Property to Horizontal Property Regime for **Villas at Cherry Creek Condominiums**, by the owner of said property, **Kading Properties, L.L.C.** This Consent shall not impair the validity of the Mortgage on said real property.

Dated this 10th day of January, 2020.

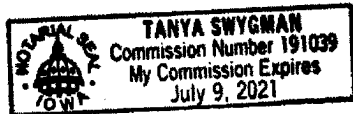
**MidWestOne Bank
f/k/a American Trust & Savings Bank**

By: [Signature] MP

STATE OF IOWA)
COUNTY OF Dallas)ss

On this, the 10 day of JAN., 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Ridout, to me personally known, who being by me duly sworn, did say that he/she is the Market president of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Kevin Ridout, as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him/her voluntarily executed.

[Signature]
NOTARY PUBLIC - STATE OF IOWA



**CONSENT TO
DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
VILLAS AT CHERRY CREEK CONDOMINIUMS**

COMES NOW the City of Winterset, Iowa and does hereby consent to the Declaration of Submission of Property to Horizontal Property Regime for Villas at Cherry Creek Condominiums, to be filed on the property legally described as:

Lots 1 through 4, Block 1 and South 137.0 feet of Lot 1, REPLAT LOT 5, all in Block 1 BIRCHWOOD ESTATES PLAT NO. 1, Winterset, Madison County, Iowa.

Signed this 21st day of JANUARY, 2020.

CITY OF WINTERSET, IOWA

By: *[Signature]* Mayor

By: *[Signature]* City Clerk

STATE OF IOWA)
)
COUNTY OF MADISON)

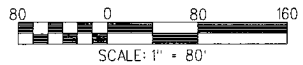
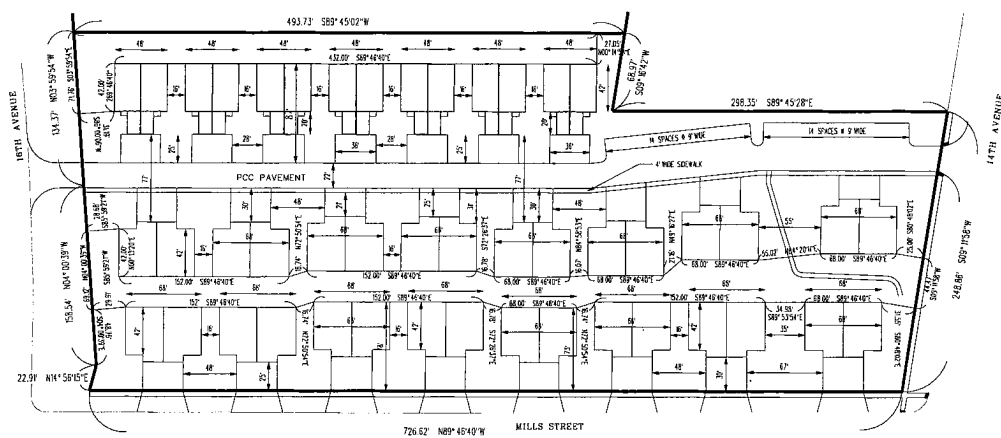
On this 21st day of JANUARY, 2020, before me, a Notary Public in and for the State of Iowa, personally appeared PHILIP MALUMBER and KEVIN BROWN, to me personally known, and who, being by me duly sworn, did say that they are the Mayor and City Clerk, respectively, of the City of Winterset, Madison County, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, as contained in Ordinance MOTION No. N/A, passed by the City Council, under Roll Call No. N/A of the City Council on the 20th day of JANUARY, 2020, and PHILIP MALUMBER and KEVIN BROWN acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.



[Signature]
NOTARY PUBLIC - STATE OF IOWA

EXHIBIT "A"

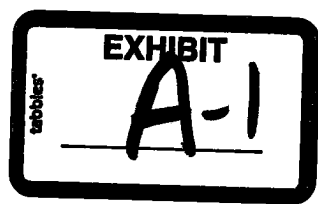
PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, URBANDALE, IOWA 50322



10430 New York Ave
 Urbandale, Iowa 50322
 (515) 669-4188

PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
17025	MADISON	01-08-20	2019	3 OF 5
DRAWING TITLE: SITE DIMENSION MAP				

OWNER:
 KADING PROPERTIES
 7008 MADISON AVENUE
 URBANDALE, IOWA 50322

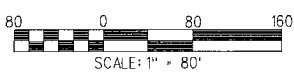
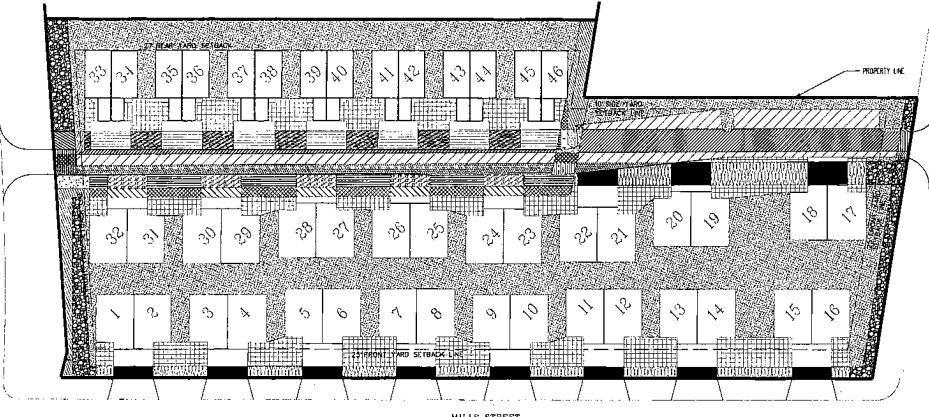


PREPARED BY: MARK L. LEE, 10450 NEW YORK AVE, URBANDALE, IOWA 50322

EXHIBIT "A"

LEGEND:

- UNIMPROVED COMMON ELEMENT EASEMENT
- LIMITED COMMON ELEMENT FOR INDIVIDUAL UNITS
- COMMON ELEMENT - GENERAL
- CONDOMINIUM LIMITED COMMON AND SANCTUARY AREA EASEMENT
- CONDOMINIUM COMMON ELEMENT, SANITARY SEWER EASEMENT AND FIRE
- SANITARY SEWER EASEMENT
- CONDOMINIUM, DRIVEWAY AND FIRE
- WATERWAYS EASEMENT
- CONDOMINIUM OF FIRE AND SANITARY SEWER EASEMENT
- CONDOMINIUM OF LIMITED COMMON AND WATERWAYS EASEMENT
- CONDOMINIUM OF COMMON ELEMENT AND FIRE
- CONDOMINIUM OF COMMON ELEMENT AND WATERWAY EASEMENT
- CONDOMINIUM OF COMMON ELEMENT AND SANITARY SEWER EASEMENT
- FIRE
- CONDOMINIUM OF IMPROVEMENTS AND SANITARY SEWER EASEMENT
- CONDOMINIUM OF LIMITED COMMON AND FIRE
- CONDOMINIUM OF COMMON ELEMENT, FIRE, AND WATERWAY EASEMENT
- CONDOMINIUM OF IMPROVEMENTS AND WATERWAY EASEMENT
- CONDOMINIUM OF NATIONAL EASEMENT, FIRE, AND SANITARY SEWER
- CONDOMINIUM OF NATIONAL EASEMENT, FIRE, AND SANITARY SEWER EASEMENT
- CONDOMINIUM OF LIMITED ELEMENT, FIRE, AND SANITARY SEWER EASEMENT
- CONDOMINIUM OF NATIONAL EASEMENT, LIMITED COMMON, AND NATIONAL EASEMENT
- CONDOMINIUM OF NATIONAL EASEMENT, LIMITED COMMON, AND SANITARY SEWER EASEMENT



PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
17025	MADISON	01-08-20	2019	2 of 5
DRAWING TITLE: SITE MAP				

L E E

CHAMBERLIN CONSULTANT
ENGINEERS

10450 New York Ave.
Urbandale, Iowa 50322
(515) 669-4188

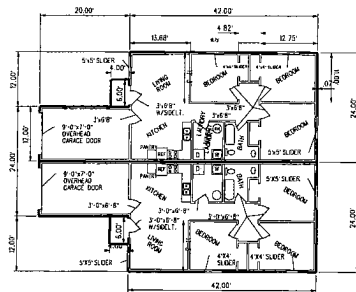
OWNER:
MADING PROPERTIES
7008 MADISON AVENUE
URBANDALE, IOWA 50322



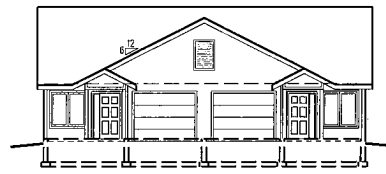
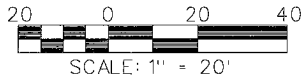
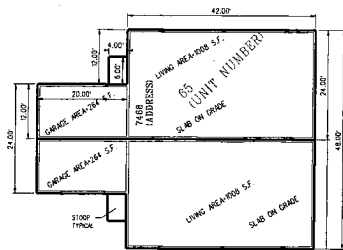
PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, URBANDALE, IOWA 50322

EXHIBIT "A"

CONDOMINIUM MAIN LEVEL FLOOR PLAN

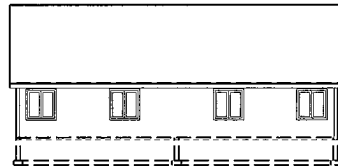


CONDOMINIUM MAIN LEVEL

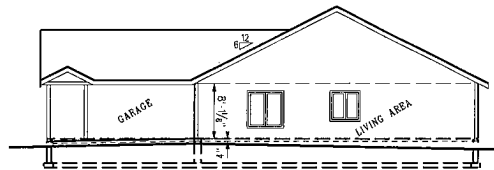


STREET ELEVATION

VILLAS
UNITS 33-46



REAR ELEVATION



SIDE ELEVATION



10430 New York Ave
Urbandale, Iowa 50322
(515) 669-4188

PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
17025	MADISON	01-08-20	2019	4 of 5

DRAWING TITLE: CONDOMINIUM BUILDING PLAN, VILLA

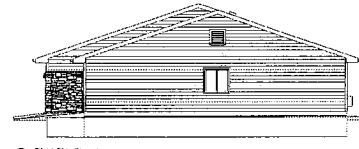
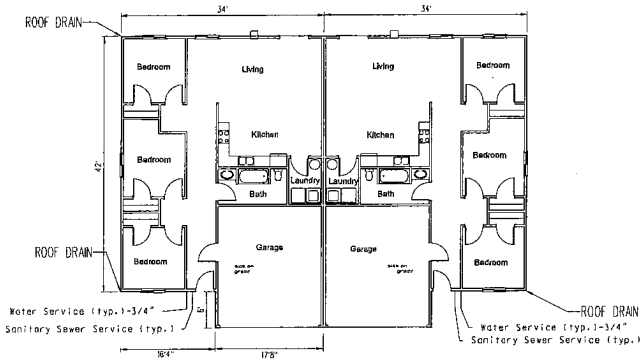
OWNER:
KADINC PROPERTIES
7008 MADISON AVENUE
URBANDALE, IOWA 50322



PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, URBANDALE, IOWA 50322

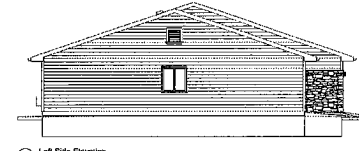
CONDOMINIUM MAIN LEVEL FLOOR PLAN

EXHIBIT "A"

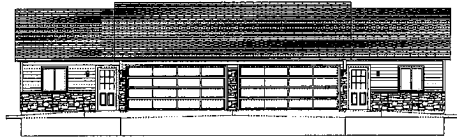


BRADFORD
UNITS 1-32

2 Right Side Elevation



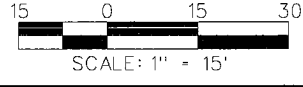
4 Left Side Elevation



1 Front Elevation



3 Rear Elevation



PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
17025	MADISON	01-08-20	2019	5 OF 5
DRAWING TITLE: CONDOMINIUM BUILDING PLAN, BRADFORD				



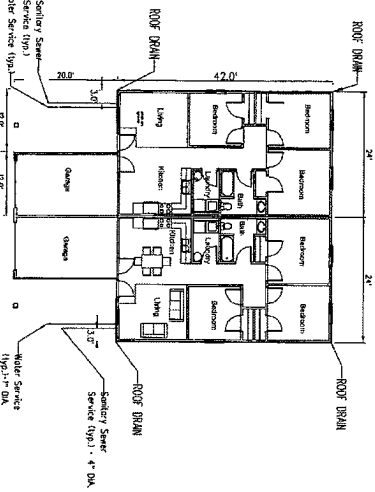
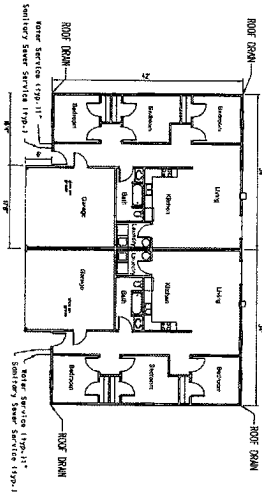
10430 New York Ave
Urbandale, Iowa 50322
(515) 669-4188

OWNER:
KADING PROPERTIES
7008 MADISON AVENUE
URBANDALE, IOWA 50322



VILLAS AT CHERRY CREEK
 HORIZONTAL CONDOMINIUM REGIME
 WINTERSET, MADISON COUNTY, IOWA
 PROJECT NO. 17025

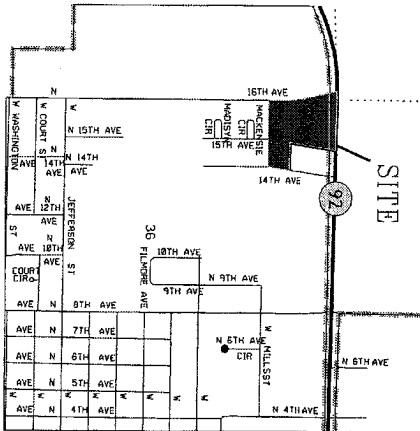
EXHIBIT



INDEX OF PAGES

PAGE NO.	DESCRIPTION
1.	TITLE PAGE & GENERAL NOTES
2.	SITE MAP
3.	SITE DIMENSION PLAN
4.	CONDOMINIUM BUILDING PLAN, VILLA

LEGAL DESCRIPTION:
 LOT 1, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 819, 820, 821, 822, 823, 824, 825, 826, 827, 828, 829, 830, 831, 832, 833, 834, 835, 836, 837, 838, 839, 840, 841, 842, 843, 844, 845, 846, 847, 848, 849, 850, 851, 852, 853, 854, 855, 856, 857, 858, 859, 860, 861, 862, 863, 864, 865, 866, 867, 868, 869, 870, 871, 872, 873, 874, 875, 876, 877, 878, 879, 880, 881, 882, 883, 884, 885, 886, 887, 888, 889, 890, 891, 892, 893, 894, 895, 896, 897, 898, 899, 900, 901, 902, 903, 904, 905, 906, 907, 908, 909, 910, 911, 912, 913, 914, 915, 916, 917, 918, 919, 920, 921, 922, 923, 924, 925, 926, 927, 928, 929, 930, 931, 932, 933, 934, 935, 936, 937, 938, 939, 940, 941, 942, 943, 944, 945, 946, 947, 948, 949, 950, 951, 952, 953, 954, 955, 956, 957, 958, 959, 960, 961, 962, 963, 964, 965, 966, 967, 968, 969, 970, 971, 972, 973, 974, 975, 976, 977, 978, 979, 980, 981, 982, 983, 984, 985, 986, 987, 988, 989, 990, 991, 992, 993, 994, 995, 996, 997, 998, 999, 1000.



PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
17025	MADISON	01-08-20	2019	1 of 5

DRAWING TITLE: TITLE PAGE & GENERAL NOTES



I hereby certify that this engineering document was prepared and the related design and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: *Mark L. Lee* Date: *Jan 15, 2020*

Name (Printed or Typed) MARK L. LEE
 License Number 11582
 My license renewal date is December 31, 2020
 Pages or sheets covered by this seal: 1-5

CHAMBERLIN CONSULTANT ENGINEERS

10430 New York Ave
 Urbandale, Iowa 50322
 (515) 669-4188

OWNER:
 KAHING PROPERTIES
 7008 MADISON AVENUE
 URBAN DALE, IOWA 50322



EXHIBIT "C"

<u>UNIT NUMBER</u>	<u>UNDIVIDED FRACTIONAL OWNERSHIP INTEREST</u>
Unit 1	2.1739%
Unit 2	2.1739%
Unit 3	2.1739%
Unit 4	2.1739%
Unit 5	2.1739%
Unit 6	2.1739%
Unit 7	2.1739%
Unit 8	2.1739%
Unit 9	2.1739%
Unit 10	2.1739%
Unit 11	2.1739%
Unit 12	2.1739%
Unit 13	2.1739%
Unit 14	2.1739%
Unit 15	2.1739%
Unit 16	2.1739%
Unit 17	2.1739%
Unit 18	2.1739%
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Unit 24	2.1739%
Unit 25	2.1739%
Unit 26	2.1739%
Unit 27	2.1739%
Unit 28	2.1739%
Unit 29	2.1739%
Unit 30	2.1739%
Unit 31	2.1739%
Unit 32	2.1739%
Unit 33	2.1739%
Unit 34	2.1739%
Unit 35	2.1739%
Unit 36	2.1739%

(continued)



EXHIBIT "C" (continued)

<u>UNIT NUMBER</u>	<u>UNDIVIDED FRACTIONAL OWNERSHIP INTEREST</u>
Unit 37	2.1739%
Unit 38	2.1739%
Unit 39	2.1739%
Unit 40	2.1739%
Unit 41	2.1739%
Unit 42	2.1739%
Unit 43	2.1739%
Unit 44	2.1739%
Unit 45	2.1739%
Unit 46	2.1739%

**BYLAWS
OF
VILLAS AT CHERRY CREEK CONDOMINIUM ASSOCIATION**

(An Iowa Non-Profit Corporation)

ARTICLE I

Section 1. Name. The name of the corporation is **Villas at Cherry Creek Condominium Association**. The Association is formed pursuant to Chapter 504, Code of Iowa, as amended, and Chapter 499B, Code of Iowa, as amended, known respectively as the "Iowa Non-Profit Corporation Act" and the "Horizontal Property Act" (the latter being referred to herein as the "Act"), and laws amendatory thereof and supplemental thereto. The terms used in these Bylaws shall have the same meaning as they have in the Act, except as otherwise specified herein.

Section 2. The Articles of Incorporation of the Association were filed in the office of the Secretary of State of the State of Iowa.

Section 3. Membership and Voting. The membership of the Association shall consist of the Condominium Owners of the Condominiums within **Villas at Cherry Creek Condominiums, Horizontal Property Regime** located in **Madison County, Iowa** (hereinafter referred to as the "Regime"). Membership in the Association shall be appurtenant to, and shall not be separated from, Condominium ownership in the Regime. A person shall cease to be a member of the Association at such time as that person ceases to be a Condominium Owner of a Condominium. Each Condominium shall have one vote. Where there is more than one Condominium Owner of a Condominium, all of such Condominium Owners shall be Members of the Association and the vote allocated to the Condominium in accordance with the Declaration and these Bylaws shall be cast as the Condominium Owners among themselves may determine and signify in writing to the Association, but in no event shall more than one vote be cast with respect to any Condominium nor shall the vote allocated to a Condominium be split or otherwise cast separately by the Condominium Owners. Where there is more than one Condominium Owner of a Condominium, the Condominium Owners thereof shall notify the Secretary of the Association in writing of the name of the Condominium Owner who has been designated to cast the vote attributable to that Condominium, on behalf of all the Condominium Owners of that Condominium. If the Owners of a Condominium cannot agree on the Condominium Owner who is to be designated to cast the vote attributable to the Condominium owned by such Owners, or on the manner in which such vote is to be cast, the Condominium Owners shall submit such dispute to the Board of Directors of the Association. The Board of Directors shall resolve such dispute in the manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Condominium Owners. Membership in the Association shall automatically pass when the ownership of a Condominium is transferred in any manner.



Section 4. Registration of Owner. It shall be the duty of each Condominium Owner to register with the Secretary of the Association in writing (i) the name and address of such Condominium Owner; (ii) the nature and satisfactory evidence of such Condominium Owner's interest or estate in a Condominium; and (iii) the addresses at which such Condominium Owner desires to receive notice of any duly called meeting of the Members. If a Condominium Owner does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such person hereunder, and shall not recognize such person's right to vote as provided herein, but such failure to register shall not relieve a Condominium Owner of any obligation, covenant or restriction under the Declaration or these Bylaws. If there is more than one Condominium Owner of a Condominium, each must execute the registration as provided in this paragraph.

ARTICLE II Members

Section 1. Place of Meeting. Meetings of Members and Directors of the Association may be held at such places within the State of Iowa, **Madison** County, as may be designated by the Board of Directors.

Section 2. Annual Meeting. The first Annual Meeting of the Members shall be held within one (1) year after the recording of the Declaration, on a date established by the first Board of Directors. Each subsequent regular Annual Meeting of the Members shall be held at least once each year on the same day of the same month of each year thereafter (unless the Board of Directors designates a different date for annual meetings), at such hour as may be designated by the Secretary in the notice of said meeting, as hereinafter provided. At each Annual Meeting, the Members shall, subject to the provisions of Section 2 of Article III hereof, elect members to the Board of Directors from among themselves and shall transact such other business as may properly come before the meeting.

Section 3. Special Meetings. Special Meetings of the Members may be called for any purpose at any time by the President or by the Board of Directors, on their own initiative or upon the delivery of a written request signed by Condominium Owners of Condominiums to which is assigned 25% or more of the votes in the Association to either the President or the Secretary, stating the purpose of the Special Meeting. No business shall be transacted in a Special Meeting of the Members except as stated in the notice of the meeting, as hereinafter provided.

Section 4. Notice of Meetings. At least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, the Secretary of the Association shall send to each Condominium Owner a written notice of the time, place and complete agenda of the meeting which is the subject of such notice. Such notice shall be hand delivered or sent by United States mail, to all Condominium Owners of record at the

address of their respective Condominiums and to such other addresses as any Condominium Owners may have designated in writing to the Secretary. Condominium Owners of record shall be those Condominium Owners who are registered with the Secretary as provided in Article I, Section 4, on a date specified by the Board of Directors (the "Record Date"). Such Condominium Owners of record shall be entitled to notice of any duly called meeting of the Members; provided, that the Board of Directors may not specify a Record Date which is more than thirty-five (35) days prior to the date of an Annual Meeting or no more than twenty (20) days prior to the date of a Special Meeting. A Condominium Owner may at any time waive notice of any meeting by a signed writing or by attendance at the meeting.

Section 5. Quorum and Adjournment. The presence of Members in person or represented by proxy who have the authority to cast ten percent (10%) of the total of the votes of all members of the Association shall be requisite for and shall constitute a quorum at all meetings of the Association for the transaction of business except that of adjourning the meeting to reconvene at a subsequent time and except as otherwise provided by law. If, however, such percentage shall not be present or represented at any such meeting, the Members entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The Quorum, having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any member previously in attendance in person or by proxy.

Section 6. Voting Register. At the beginning of each meeting of the Members, the Secretary shall deliver to the Chairman for the meeting a written list of the Condominium numbers, the respective name or names of the Condominium Owners entitled to notice of such meeting, and the respective name of the person (in the case of multiple Condominium Owners) authorized to vote.

Section 7. Order of Business. The order of business at Annual Meetings of the Members, and at such other membership meetings of the members as may be practical, shall be as follows:

- a. Presenting of Voting Register, proxy certification and establishment of a quorum.
- b. Reading or distribution of minutes of the preceding meeting of the Members.
- c. Reports of Officers.
- d. Reports of Committees.

- e. Appointment by the Chairman of inspectors of election as determined by the Chairman or when requested by a Member of the Board of Directors or owners of the Condominiums within **Villas at Cherry Creek Condominiums**.
- f. Election of Members of the Board of Directors.
- g. Unfinished business.
- h. New business.
- i. Adjournment.

Section 8. Manner of Voting. Proxies shall be in writing, signed by the Member giving the Proxy, and filed with the Secretary of the Association prior to the meeting. All elections and all questions shall be decided by the concurring vote of the Members who are entitled to cast a majority of the votes represented by all Members present in person or by proxy at a meeting, except as otherwise specifically provided in the Declaration, these Bylaws or the Act. Cumulative voting shall not be permitted. Every proxy shall be revocable and shall automatically cease upon the expiration of eleven (11) months from the date of its execution, the conveyance by the Member of his/her Condominium or by the Member's personal attendance at the meeting.

No vote in the Association shall be deemed to inure to any Condominium during the time when the Condominium Owner thereof is the Association.

Section 9. Action Taken Without a Meeting. Any action which might be taken at a meeting of the Condominium Owners may be taken without a meeting if authorized in writing or writings signed by all of the Condominium Owners.

ARTICLE III Board of Directors

Section 1. Number and Qualification. The first Board of Directors shall consist of the persons designated as Directors in the Articles of Incorporation of the Association, who need not be Condominium Owners. Upon the ending of the terms of the first Board of Directors, the Board of Directors shall be composed of three (3) Directors, all of whom shall be Members; or, in the case of ownership of a Condominium by a partnership, shall be partners or employees of such partnership; or, in the case of ownership of a Condominium by a corporation, shall be officers or employees of such corporations; or, in the case of ownership of a Condominium by a fiduciary, shall be officers or employees of such fiduciary.

Section 2. Term of Office. Notwithstanding the right to remove a Director under Section 9 of this Article III, and notwithstanding anything else herein contained, Declarant may elect the members of the Board of Directors of the Association during the period from the date of the first conveyance of a Condominium to a Condominium Owner other than the Declarant until that date which is five (5) years later; or until that date which is sixty (60) days after the conveyance of eighty percent (80%) of the Condominiums to Condominium Owners other than Declarant; or a recording of a written surrender of control of the Association by the Declarant, whichever first occurs. Upon the happening of the earliest of said events, all Directors elected by the Declarant shall resign from the Board of Directors. Notwithstanding the foregoing, however, not later than sixty (60) days after conveyance of eighty percent (80%) of the Condominiums to an Condominium Owner other than Declarant, one-third (1/3) of all of the members of the Board of Directors shall be elected by Condominium Owners other than the Declarant. Upon the resignation from the Board of Directors of all Directors elected by the Declarant, three (3) directors shall be elected, one for a one (1) year term, one for a two (2) year term, and one for a three (3) year term. At each annual meeting thereafter, the office of the expiring Director shall be elected for the term that is ending. The term of a member of the Board of Directors shall expire upon the election of a successor at an Annual Meeting of the Members. A Director shall hold office until he/she shall resign and his/her resignation shall have become effective, or until a qualified successor has been elected and shall have accepted the office, or until the Directors have been removed in accordance with the provisions of these Bylaws. The Board of Directors elected by the Declarant shall have the power to adopt the Bylaws of the Association, to elect officers, to establish a schedule of assessments and shall have generally the powers and duties of the Board of Directors as set forth herein and in the Declaration.

Section 3. Election. The three (3) Directors being elected upon the resignation from the Board of Directors of all Directors elected by the Declarant shall be elected in one (1) voting. Each Condominium shall be entitled to cast three (3) votes. Such votes may not be used cumulatively and, if cast, must be cast for three (3) separate candidates. The candidates receiving the first, second and third highest number of votes shall be elected to the three (3) year term, the two (2) year term, and one (1) year term, respectively. Thereafter, Directors being elected at any Annual Meeting shall be elected in one voting. Each Condominium shall be entitled to cast one (1) vote for each opening on the Board. Such votes may not be used cumulatively.

Section 4. General Powers. The Board of Directors shall manage the property, affairs and business of the Association. Specifically, and without limited the generality of the foregoing, the Board of Directors shall have the power to:

- (a) Adopt and publish administrative rules and regulations governing the operation and the use of the Common Elements, the use and occupancy of the

Condominiums and the personal conduct of the Members and their tenants and guests thereon and therein, parking, matters of aesthetics affecting the Regime or any part thereof and such other matters as are necessary or desirable to the harmonious use and enjoyment of the Regime by the Condominium Owners, copies of all of which rules and regulations shall be made available to all Condominium Owners;

- (b) Supervise the operation, maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto;
- (c) Exercise for the Association all powers, duties and authority vested in or delegated to the Association and not reserved to the membership by law or by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;
- (d) Authorize the making of any contracts, leases, management contracts, employment contracts or leases of recreational areas or facilities on behalf of the Association, engage the services of and discharge a manager, managing agent, independent contractor or other employees as they deem necessary, to determine the duties and compensation of such persons. No such lease or contract shall be entered into on behalf of the Association whose term exceeds two (2) years; and any contract for professional management of the Property, or any other contract providing for services by the Declarant, shall be terminable by the Association or the other party thereto on sixty (60) days' written notice without cause and without the imposition of any penalty or termination fee and shall be terminable for cause by the Association on thirty (30) days written notice.
- (e) Lease or purchase and mortgage a Condominium, Condominiums or other residential quarters for management and maintenance personnel. All rental or debt service paid by the Association pursuant to such lease agreement or mortgage shall be general Common Expense.
- (f) Exercise the irrevocable right to have access to each Condominium from time to time during reasonable hours as may be necessary for the maintenance, repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Condominium or Condominiums without limiting the generality of the foregoing, to exercise the irrevocable right to have access, by means of entering the parking space allocated to each Condominium for the purpose of reading, repairing, maintaining and replacing the meter and heating equipment located therein;

- (g) Determine what shall constitute Common Expenses required for the affairs of the Association, which shall include all ordinary or extraordinary and necessary expenses for the operation and the repair, replacement and maintenance of the Real Estate, and the establishment of a reserve for future repair, replacement and maintenance of those portions of the Common Elements which must be repaired, replaced or maintained on a periodic basis;
- (h) Levy and collect the Common Expenses from the Condominium Owners;
- (i) Open bank accounts on behalf of the Association and designate signatories required therefor;
- (j) Obtain insurance for the Regime pursuant to the provisions of the Declaration; and
- (k) Dedicate or transfer easements for public utilities or other public purposes consistent with the intended use of the Common Elements over any part of the Common Elements to any governmental subdivision or public agency or public utility.

Section 5. General Duties. In addition to and without limitation of the powers and duties assigned to the Board of Directors elsewhere herein, by the Declaration or by the Act, it shall be the duty of the Board of Directors to:

- (a) Contract for labor and materials needed to maintain, repair and replace the Common Elements, pay for insurance, utilities and other expenses of operating the Common Elements and of performing the other duties of the Association as provided by law, the Declaration or herein, and assess the costs thereof against the members of the Association in the manner provided for by the Act herein and in the Declaration. The Board shall include in the monthly assessments such amount as is necessary to accumulate an adequate reserve for the maintenance, repair and replacement of those Common Elements that must be replaced, repaired or maintained on a periodic basis, and may accumulate an additional reserve from time to time in anticipation of extraordinary Common Expenses.
- (b) Cause to be kept detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Condominium Owners during normal business hours.

- (c) Prepare or cause to be prepared an Annual Report, a copy of which shall be provided to each Condominium Owner with the notice of each annual meeting and shall be available to each Condominium Owner at the annual meeting, showing the financial affairs of the Association, and containing at a minimum the following:
- (i) A statement of any capital expenditure in excess of two percent (2%) of the current budget or Five Thousand Dollars (\$5,000.00), whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years;
 - (ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated by the Board for any specific project;
 - (iii) A copy of the Statement of Financial Condition for the Association for the last fiscal year;
 - (iv) A statement of the status of any pending suits or judgments in which the Association is a party;
 - (v) A statement of the insurance coverage provided by the Association; and
 - (vi) A statement of any unpaid assessments levied by the Association on individual Condominiums, identifying the Condominium number, the amount of the unpaid assessment and its due date.

Any Member of the Association shall have the right, upon reasonable notice to the Treasurer, to review the accounts and financial records of the Association. If the Association does not elect to include an audit as a part of the Common Expenses, one or more Members may call for an audit of the affairs of the Association by written notice to the Board of Directors. If the audit shall disclose errors of three percent (3%) or greater in any figures contained in the most recent statements issued by the Board, the Association shall bear the expense of the audit. If no such error of the three percent (3%) or greater shall be established by the audit, the member or members requesting the audit shall bear the entire expense thereof, which shall be a lien upon their individual Condominiums until paid.

Section 6. Limitation of Authority. Anything herein or in the Declaration to the contrary notwithstanding, unless specifically authorized herein or in the Declaration, the Board

of Directors shall have no authority, except as may specifically be granted by the majority (or such higher number as may otherwise be required hereunder, by the Act or by the Declaration) of the Members present in person, or by proxy, at a meeting hereof, to do any of the following:

- (a) Purchase any Condominium except that the Board of Directors may accept any Condominium surrendered to it for unpaid assessments and may purchase an Condominium at any sale held pursuant to foreclosure for unpaid assessments provided that the Board of Directors shall not, unless authorized by the members, bid, at any such foreclosure sale, any amount in excess of the total of the delinquent assessment on account of which the foreclosure sale is being held, any interest thereon and other costs related thereto which are, pursuant to the Declaration, the Act and hereunder, collectible from the Condominium Owner of such Condominium.
- (b) Levy or assess as a Common Expense the cost of any capital improvement or acquisition, other than the repair or replacement of an existing portion of the Real Estate unless specifically authorized by not less than ninety percent (90%) of the total voting power of the Association.

Section 7. Resignation. A Director of the Association may resign at any time by giving written notice to the Board of Directors, such resignation to take effect at the time of such notice or at any later date or time specified therein. Unless otherwise specified therein, acceptance of a resignation shall not be necessary to make it effective.

Section 8. Vacancy. A vacancy in the Board of Directors caused by resignation, death, disqualification, removal or any inability to act shall be filled by the Board of Directors and such action shall be valid notwithstanding the fact that the number of Directors then in office is less than the number specified herein.

Section 9. Removal. Any Director or all Directors, except the members of the first Board of Directors, may be removed at any time with or without cause by a majority vote of a quorum of the Owners at any annual or special meeting of the Association. A Director shall be automatically removed without a meeting or other action of the Owners on the date of closing of any sale or transfer of his Condominium or on the date of transfer of possession thereof in connection with any such sale or transfer, whichever occurs earlier.

Section 10. Regular Meeting. The regular Annual Meeting of the Board of Directors shall be held without notice at the place, and immediately following the adjournment of the Annual Meeting of the Members of the Association, to transact such business as may properly come before the Board.

Section 11. Special Meetings of the Board of Directors. Special Meetings of the Board of Directors shall be held upon written request of the President or of any Directors, stating the purpose or purposes thereof. Notice of such meetings shall be given by mail or telegraph to each Director, addressed to him/her at his/her residence or usual place of business at least three (3) days before the day on which such meeting is to be held. Every such notice shall state the time, place and purpose of the meeting. No business other than that stated in the notice shall be transacted at said meeting without the unanimous consent of the Directors.

Section 12. Quorum and Manner of Acting. Except as otherwise provided by statute, the Declaration or these Bylaws, a majority of the Directors in office at the time of any meeting of the Board of Directors shall constitute a quorum for transaction of business at such meeting and the act of a majority of the Directors present at any such meeting at which a quorum is present shall be the act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum be had.

Section 13. Waiver of Notice. Notice of special meeting may be waived by any member of the Board of Directors in writing and shall be waived by attendance at such meeting in person or by attorney.

Section 14. Action Taken Without a Meeting. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if authorized in a writing or writings signed by all of the Directors.

Section 15. Fidelity Bonds. The Board may require that all officers, directors, employees and representatives of the Association, and all officers, employees and agents of any management agent employed by the Association, handling or responsible for the Association funds, to furnish adequate fidelity bonds. Such fidelity bonds shall be in such amount as the Board of Directors deem appropriate but not less than the greater of either the estimated maximum amount of funds (including reserve funds) in the custody of the Association or management agent at any given time or a sum equal to three (3) months assessments on all Condominiums plus reserve funds. Such bonds shall name the Association as an obligee, shall contain waivers of defenses based on exclusion of persons serving without compensation and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and each holder of a first mortgage on any Condominium. The premiums on such bonds shall be a Common Expense.

Section 16. Compensation. No Director shall receive compensation for any service he/she may render in his/her capacity as a member of the Board of Directors unless such compensation is approved at a meeting of the Members. However, any Director may be

reimbursed, by resolution of the Board of Directors, for his/her actual expenses incurred in the performance of his/her duties as a Director.

ARTICLE IV
Officers and Their Duties

Section 1. Officers. The officers of the Association shall be a President, Secretary and Treasurer, and such assistant or other officers as the Board of Directors may designate. Each officer shall be selected by a majority vote of the Board of Directors. One (1) person may hold the office and perform the duties of any two (2) of said officers; provided, however, that the same person shall not at the same time hold the offices of President and Secretary. The President shall be selected from among the Board of Directors. Each officer shall continue in office until:

- (a) The next annual meeting of the Board and thereafter until a successor is elected;
or
- (b) He/she shall resign and his/her resignation shall have become effective; or
- (c) He/she shall no longer be a Member of the Association (provided that officers selected by the first Board of Directors need not be Members of the Association);
or
- (d) He/she shall be removed as hereinafter provided. Vacant offices shall be filled by the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his/her successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 3. Duties of Officers. The officers shall have the duties and responsibilities normally pertaining to their respective offices together with such specific duties as may be specified by the Articles of Incorporation, these Bylaws or the Board of Directors. The President shall preside over the meetings of the Board of Directors and of the Association of Condominium Owners, shall have all of the general powers and duties which are normally vested in the office of President of a corporation and shall have the power to execute contracts and similar documents on behalf of the Association. The Secretary shall keep the minute book of the Association wherein minutes of all meetings and all resolutions and proceedings of the members and of the Board of Directors shall be recorded, and shall keep a record of the name and mailing address of each Condominium Owner and the Condominium or Condominiums in

which he/she has an interest and shall give all notices required by the Articles of Incorporation of the Association, these Bylaws, the Declaration or the Act. The Treasurer shall keep the financial records and books of account of the Association. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. The Treasurer shall furnish upon request of a Condominium Owner, a statement as to the current account of the Condominium Owner upon the assessment rolls of the Association. Officers shall serve without compensation except for reimbursement for out-of-pocket expenses incurred in the performance of their duties. If desired by the Board, administrative tasks of the officers may be performed by a managing agent selected by the Board.

ARTICLE V Operation of the Property

Section 1. Budget; Levy. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Condominium Owners in accordance with the percentages specified in Exhibit "C" to the Declaration. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget of Common Expenses and the allocation thereof to the Condominium Owners, the amount so allocated to the Condominium Owners of each Condominium shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Condominium, payable in equal monthly installments due on the first day of each month during the period covered by the Budget, without further resolution by the Board of Directors. The Common Expenses shall include those Common Expenses set forth in the Declaration and these Bylaws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the property and as permitted by the Act and all laws amendatory thereof and supplemental thereto; provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Condominium Owner. The Board of Directors shall advise all Condominium Owners in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Condominium Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Condominium Owner and to his/her First Mortgage. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and

reserves, less the amounts of any unneeded Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expenses, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Condominium Owners, shall be alien on the Condominiums and shall be enforceable in the same manner as the monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors.

Section 2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors pursuant to Section 1 of this Article V. An Owner may not avoid assessment for Common Expenses by failing or waiving the right to the use or enjoyment of the Common Elements. Monthly assessments shall be due as provided in Section 1 of this Article and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any Owner of a Condominium and its appurtenant undivided interest in Common Areas and Facilities may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due and payable all Common Expenses attributable to that Condominium. The mortgage note or deed may further provide that a default in making such deposit shall be a default under the terms of the mortgage deed. In the event that mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.

Section 3. Assessment Roll. The assessment against all Owners shall be set forth upon a roll of the Condominiums which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Condominium the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid.

Section 4. Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owners shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to either the Act or the laws of the State of Iowa relative to usury. In addition, such Owner shall be obligated to pay all expenses, including reasonable

attorney's fees incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of a Condominium Owner to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the default Owner, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Owner. The Board of Directors, the Association and each individual Condominium Owner shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest thereon and the expenses of the proceeding, including reasonable attorney's fees, in an action to recover the same brought against an owner, by foreclosure of the lien on a Condominium pursuant to the Act, any statute amendatory thereof or supplementary thereto, or by another remedy available under the Act or hereunder.

ARTICLE VI
Amendment to Bylaws

Section 1. These Bylaws may be amended only in the manner provided by Iowa law.

ARTICLE VII
Indemnification of Officers and Directors

The Association shall indemnify and hold harmless every Director and officer, his heirs, executors and administrators, against all loss, costs, judgment and expense, including attorneys' fees, which may be imposed upon or reasonably incurred by him in connection with or arising out of the defense or settlement of any claim, action, suit or proceeding to which he may be made a party by reason of his being or having been a Director or officer of the Association whether or not he is an officer or Director at the time of incurring such loss, cost, judgment or expense, except as to matters as to which he shall be finally adjudged in such action, suit or proceeding to have been guilty or willful or fraudulent conduct detrimental to the best interest of the Association or if the acts complained of were not in good faith, involved intentional misconduct or knowing violation of law or were a transaction in which the person derived an improper personal benefit. In the event of a settlement, indemnification shall be provided only in connection with such matters covered by the settlement as to which the Board of Directors has agreed on behalf of the Association that the person to be indemnified has not been guilty of willful or fraudulent conduct detrimental to the best interest of the Association in the performance of his duty as such Director or officer in relation to the matter involved. The foregoing rights shall not be exclusive of other rights to which such Director or officer may be entitled. All liability, loss, damage, costs and expenses incurred or suffered by the Association by reason or arising out of or in connection with the foregoing indemnification provisions shall

be treated and handled by the Association as a Common Expense. Nothing in this Section shall be deemed to obligate the Association to indemnify any Owner who is, or has been, a Director or officer of the Association, with respect to any duties or obligations assumed or damages or liabilities incurred by him solely in his capacity as an Owner.

ARTICLE VIII
Miscellaneous

Section 1. Notices. All notices required hereunder to be given to the Association or the Board of Directors shall be sent via U.S. Mail, to the Board of Directors at the office of the Association or to such other address as may be designated by him in writing from time to time to the Association. All notices to First Mortgagees of Condominiums shall be sent by U.S. Mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when deposited in the U.S. Mail, postage prepaid, except notices of change of address, which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these Bylaws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these Bylaws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these Bylaws or the intent of any provision hereof.

Section 4. Waiver. No restriction, condition, obligation or provision contained in these Bylaws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. No Corporate Seal. The Association shall have no corporate seal.

Section 6. Election Under Internal Revenue Code. The Board shall make and file all elections and documents required pursuant to the Internal Revenue Code, and any other applicable statute or regulation, in order to exempt from taxation, insofar as possible, the income of the Association consisting of assessments paid by Condominium Owners.

Section 7. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

Iowa Secretary of State
321 East 12th Street
Des Moines, IA 50319
sos.iowa.gov



FILED

Date: 1/10/2020 09:41 AM
Corp No: 623646
Cert No: FT0049141

Articles of Incorporation - Nonprofit

Information

CODE 504 REVISED DOMESTIC NON-PROFIT

Chapter

VILLAS AT CHERRY CREEK CONDOMINIUM ASSOCIATION

Entity Name

1/10/2020 10:00:00 AM

Effective Date

Perpetual

Expiration Date

Yes

Members

Upon dissolution of the Association, after payment of all of the debts and obligations of the Association, all remaining corporate assets shall be distributed to the Unit Owners pursuant to their percentage interest in the undivided common elements of the Horizontal Property Regime.

Upon dissolution

Registered Agent

David L. Wetsch

Full Name

699 Walnut Street, Suite 1600

Address1

Address2

Des Moines

City

IA

State

50309

Zip

USA

Country

Incorporator

David L. Wetsch

Full Name

699 Walnut Street, Suite 1600

Address1

Address2

Des Moines

City

IA

State

50309

Zip

USA

Country

Principal Office

3838 70th Street

Address1

Address2

Urbandale

City

IA

State

50322

Zip

USA

Country

Officers & Directors

President Secretary Treasurer Director

Officer Type

Rick D. Kading

Full Name

3838 70th Street

Address1

Address2

Urbandale

City

IA

State

50322

Zip

USA

Country

Signature(s)

DAVID L. WETSCH

Incorporator

1/10/2020 9:40:52 AM

Date

**ARTICLES OF INCORPORATION
OF
VILLAS AT CHERRY CREEK CONDOMINIUM ASSOCIATION**

The undersigned, being of full age and for the purpose of forming a non-profit corporation under the provisions of the New Revised Iowa Non-Profit Corporation Act, Chapter 504, Code of Iowa (2019), does hereby adopt the following Articles of Incorporation.

ARTICLE I

The name of this Corporation shall be **Villas at Cherry Creek Condominium Association**, herein called the "Association."

ARTICLE II

The purposes and objects of the Association are to provide for and to administer the operation, management, maintenance and care of the Horizontal Property Regime to be known as "**Villas at Cherry Creek Condominiums**", to be established in accordance with Chapter 499B, Code of Iowa (2019), as amended, upon the following described real estate situated in **Madison** County, Iowa:

Lots 1 through 4, Block 1 and South 137.0 feet of Lot 1, REPLAT LOT 5, all in Block 1 BIRCHWOOD ESTATES PLAT NO. 1, Winterset, Madison County, Iowa;

and to undertake the performance of the acts and duties incident to the administration of the operation and management of the Association in accordance with its terms, provisions, conditions and authorizations as contained in these Articles of Incorporation and which may be contained in the Declaration establishing the Horizontal Property Regime for **Villas at Cherry Creek Condominiums**, as the same may be amended from time to time, which will be filed in the Office of the County Recorder for **Madison** County, Iowa, at the time said real property and the improvements now or hereafter situated thereon are submitted to the Horizontal Property Regime, said Declaration being incorporated herein as if set forth at length; and to acquire, own, operate, lease, sell, trade and otherwise deal with such property, whether real or personal, as may be necessary or convenient in the administration of the operation, management, maintenance, improvement and care of the Common Elements within the Horizontal Property Regime to be known as "**Villas at Cherry Creek Condominiums**".

In the furtherance of the foregoing purposes, the Association shall have the power and authority to engage in any and all lawful activities that may be reasonably necessary in order to accomplish any of the foregoing purposes and to do and exercise all other powers and authority now or hereafter conferred on non-profit corporations under the laws of the State of Iowa.

ARTICLE III

The duration of this corporation shall be perpetual.

ARTICLE IV

The registered office of this Corporation shall be at **699 Walnut Street, Suite 1600, Des Moines, IA 50309**, and the name of the registered agent at that address shall be **David L. Wetsch**.

ARTICLE V

The name and address of the person forming this Corporation is:

<u>NAME</u>	<u>ADDRESS</u>
David L. Wetsch	699 Walnut Street, Suite 1600 Des Moines, IA 50309
Attorney for: Kading Properties, L.L.C.	3838 70 th Street Urbandale, IA 50322

ARTICLE VI

The membership of the Association shall consist of the owners (hereinafter called the "Unit Owners") of the Condominium Units (hereinafter called the "Units"), within **Villas at Cherry Creek Condominiums**, Horizontal Property Regime, **Madison** County, Iowa, as defined in and determined by the Declaration. Membership in the Association shall be appurtenant to and shall not be separated from the Unit ownership in the Horizontal Property Regime for **Villas at Cherry Creek Condominiums**. No property right interest in membership and memberships are not transferrable except in connection with the transfer by Members of their respective Units. The votes to be exercised by the Members of the Association shall be as allocated by the Declaration and the Bylaws of the Association to the Units for voting purposes. All Unit Owners of Units within the Horizontal Property Regime shall be members of the Association. Where there is more than one (1) Unit Owner of a Unit, the vote allocated to that Unit in accordance with the Declaration shall be cast as the Unit Owners of such Unit among

themselves may determine. Where there is more than one (1) Unit Owner of a Unit, the Unit Owners of such Unit shall notify the Secretary of the Association, in writing, of the name of the Unit Owner who has been designated to cast the vote attributable to the Unit owned on behalf of all of the Unit Owners of that Unit. Membership in the Association shall automatically pass when the ownership of a Unit is transferred in any manner. In each such event, written notice of the transfer shall be given to the Secretary of the Association.

ARTICLE VII

The management of the Association shall be vested in a Board of Directors. The first Board of Directors of the Association shall consist of the following individuals:

<u>NAME</u>	<u>ADDRESS</u>
Rick D. Kading and Mary M. Kading	3838 70 th Street Urbandale, IA 50322

Except as otherwise provided in the Bylaws of the Association, the term of the first Board of Directors shall run until the fifth (5th) anniversary of the date of filing of these Articles of Incorporation, or until that date which is sixty (60) days after the conveyance of eighty percent (80%) of the Units to Unit Owners other than the Declarant, whichever first occurs. The number of Directors, term of office, method of removal from office and method of the filling of vacancies on the Board of Directors shall be as provided in the Bylaws of the Association.

ARTICLE VIII

No member, director or officer of the Association shall have any personal liability for any obligation of the Association.

ARTICLE IX

The Association shall have no capital stock.

ARTICLE X

The corporate existence for the Association shall begin on the date on which the Secretary of State of Iowa issues the Certificate of Incorporation.

ARTICLE XI

Upon dissolution of the Association, after payment of all of the debts and obligations of the Association, all remaining corporate assets shall be distributed to the Unit Owners pursuant to their percentage interest in the undivided Common Elements of the Horizontal Property Regime.

IN TESTIMONY WHEREOF, I have hereunto set my hand this 10th day of Jan, 2020.

**VILLAS AT CHERRY CREEK
CONDOMINIUM ASSOCIATION**

By: [Signature]
DAVID L. WETSCH
Incorporator

STATE OF IOWA)
)ss
COUNTY OF POLK)

On this 10th day of January, 2020, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared David L. Wetsch, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

[Signature]
NOTARY PUBLIC - STATE OF IOWA

