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Prepared by/return to: Samuel Argall, Samuel Argall Law Firm, 44 Sturgis Corner Dr., Iowa City, IA 52246
Taxpayer Information: Dahnovan Land Development, LLC, 1650 Linden Lane, North Liberty, IA 52317

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR LOT 1 WATER TOWER PLACE CONDOMINIUMS

The undersigned, Dahnovan Land Development, LLC, (referred to hereafter as "Developer"), an Iowa corporation with its principal place of business in North Liberty, Iowa hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as "Lot 1 Water Tower Place Condominiums" (referred to hereafter as "Condominium"), all pursuant to Chapter 499B, Code of Iowa, entitled "Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the office of the Recorder, Johnson County, Iowa.

ARTICLE I

PURPOSES AND CERTAIN DEFINITIONS

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

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

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

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

(c) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense and use of the future tense shall include the past or present tense as may be applicable, particularly where the subject matter relates to completion of an improvement.

(d) Unit. A Unit means generally an area defined by surfaces or planes, which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act. The term "Unit" includes the garage (as this term is defined and used in this Declaration) identified with a unit by number and on Exhibits submitted herewith. This Declaration defines sixteen (16) Units that are capable of being owned as separate parcels of real estate, subject to the Developer's rights to increase the number of Units as provided herein.

The initial fifty-eight (58) Units are as follows:

1) 2301 Water Tower Place
2) 2302 Water Tower Place
3) 2303 Water Tower Place
4) 2304 Water Tower Place
5) 2305 Water Tower Place
6) 2306 Water Tower Place
7) 2307 Water Tower Place
8) 2308 Water Tower Place
9) 2309 Water Tower Place
10) 2310 Water Tower Place
11) 2311 Water Tower Place
12) 2312 Water Tower Place
13) 2313 Water Tower Place
14) 2314 Water Tower Place
15) 2315 Water Tower Place
16) 2316 Water Tower Place
17) 2317 Water Tower Place
18) 2318 Water Tower Place
19) 2319 Water Tower Place
20) 2320 Water Tower Place
21) 2321 Water Tower Place
22) 2322 Water Tower Place
23) 2323 Water Tower Place
24) 2324 Water Tower Place
25) 2325 Water Tower Place
26) 2326 Water Tower Place

27) 2327 Water Tower Place
28) 2328 Water Tower Place
29) 2329 Water Tower Place
30) 2330 Water Tower Place
31) 2331 Water Tower Place
32) 2332 Water Tower Place
33) 2333 Water Tower Place
34) 2334 Water Tower Place
35) 2335 Water Tower Place
36) 2336 Water Tower Place
37) 2337 Water Tower Place
38) 2338 Water Tower Place
39) 2339 Water Tower Place
40) 2340 Water Tower Place
41) 2341 Water Tower Place
42) 2342 Water Tower Place
43) 2343 Water Tower Place
44) 2344 Water Tower Place
45) 2345 Water Tower Place
46) 2346 Water Tower Place
47) 2347 Water Tower Place
48) 2348 Water Tower Place
49) 2349 Water Tower Place
50) 2350 Water Tower Place
51) 2351 Water Tower Place
52) 2352 Water Tower Place
53) 2353 Water Tower Place
54) 2354 Water Tower Place
55) 2355 Water Tower Place
56) 2356 Water Tower Place
57) 2357 Water Tower Place
58) 2359 Water Tower Place

(e) Garage. The term "Garage" as used herein shall include that part of a Unit identified as such on the Exhibits submitted herewith.

(f) Buildings. The term "Buildings" as used herein shall refer to any structure containing one or more Units that is constructed on the real estate submitted to the horizontal property regime.

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

(h) Lot 1 Water Tower Place Condominiums Owners Association. A non-profit corporation organized under Chapter 504, Code of Iowa, to serve as the council of the owners of the Units submitted to this regime, sometimes referred to hereafter as the "Association."

(i) Bylaws. The Bylaws of the Lot 1 Water Tower Place Condominiums Owners Association.

(j) Articles of Incorporation. The Articles of Incorporation of the Lot 1 Water Tower Place Condominiums Owners Association.

(k) Eligible Holders of First Mortgages. A holder, insurer or guarantor of a first mortgage on a Unit who has requested notice under Article XIII herein. Also referred to as "Eligible Holder."

ARTICLE II

DEVELOPER; DESCRIPTION OF LAND AND BUILDINGS

1. Developer and Land. Dahnovan Land Development, LLC as Developer and as owner of the following described property in Johnson County, Iowa, which is hereby conveyed and submitted to the Horizontal Property Regime:

Lot 1, Water Tower Place, North Liberty, Johnson County, Iowa, according to the plat records thereof recorded in Book 67, Page 113, plat records of Johnson County, Iowa.

2. Plat and Site Plan. There is attached hereto, as Exhibit A, and hereby made apart hereof, pursuant to Section 499B of the Code of Iowa, a final plat of land showing graphically the land submitted to the Horizontal Property Regime. Also attached as Exhibit B, and hereby made apart hereof, is a Site Plan which shows the approximate location of the units which are now submitted and other units which may be submitted to the Horizontal Property Regime later by the Developer. The Site Plan also shows graphically the location, dimensions and area of certain common elements either as they now exist or as they are proposed. Construction of the buildings which contain the units submitted by this Declaration are not yet complete. As the units are completed a revised Site Plan/As-Built Exhibit will be filed showing the location and

dimensions and the area of each Unit and the common elements as actually constructed. As amendments to this Declaration are filed, additional Exhibits will be supplemented to provide information for such Units.

3. Access. Exhibit B shows the location of Water Tower Place, which is a street that provides ingress to and egress from the Buildings and land to other streets in North Liberty, Iowa.

4. Unit Particulars. The basic floor plans for the initially submitted Units to the condominium regime are known as follows:

(1) "Dahnovan Builders 4-Plex" plans are attached as Exhibit C-1 and will be used to construct the following Units:

a) 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354 and 2356, Water Tower Place;

(2) "Dahnovan Builders Rear Load Slab 4-Plex" plans are attached as Exhibit C-2 and will be used to construct the following Units:

b) 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357 and 2359;

(3) "Dahnovan Builders 2-Plex" plans will be added at a later date via amendment and will be used to construct the following Units:

a) 2301 and 2303 Water Tower Place

5. Plans and Specifications.

a) The building plans and specifications for Units 2302, 2304, 2306, 2308, 2310, 2312, 2314, 2316, 2318, 2320, 2322, 2324, 2326, 2328, 2330, 2332, 2334, 2336, 2338, 2340, 2342, 2344, 2346, 2348, 2350, 2352, 2354 and 2356, Water Tower Place are shown on Exhibit C-1.

b) a) The building plans and specifications for Units 2305, 2307, 2309, 2311, 2313, 2315, 2317, 2319, 2321, 2323, 2325, 2327, 2329, 2331, 2333, 2335, 2337, 2339, 2341, 2343, 2345, 2347, 2349, 2351, 2353, 2355, 2357 and 2359, Water Tower Place are shown on Exhibit C-2.

The specifications are shown on Exhibit D.

ARTICLE III

EXHIBITS; IDENTIFICATION OF UNITS

1. Exhibits Attached. The location of the Units within the Buildings, the number of rooms for each Unit, the approximate dimensions and approximate area of each Unit, the common areas to which they have access, the particulars of the Buildings and the dimensions, area and location of all common elements affording access to each Unit are or will be shown and/or depicted by survey, plans and/or graphically insofar as possible by Exhibit B, Site Plan, and Exhibit C-1, building plans.

2. Surveyor's Certificate. The Surveyor's Certificate with respect to the Units submitted will be recorded separately after this Declaration. As amendments to this Declaration are filed, Exhibit E will be supplemented to provided information for such Units.

3. Identification of Units by Number. Each Unit is identified and described by the address assigned to each Unit as shown on Exhibit B.

ARTICLE IV

DESCRIPTION/DEFINITION OF COMMON ELEMENTS AND UNITS

The Condominium consists of Units that are separate parcels of real estate individually owned by the owners thereof, and of common property (sometimes referred to as "common elements") that is owned by the owners of the respective Units. The common elements are either "general common elements" or "limited common elements" and the same, together with the Units, are described and defined as follows:

1. General Common Elements. The general common elements are the land described in Article II and all improvements, including the Buildings situated on the land, except the Units and such common elements as are limited common elements. The general common elements include, without being limited thereto, all property defined as such in Section 499B.2(4), Code of Iowa, the land, private roads, paths, landscaping and plantings, sidewalks, outside lighting system and fixtures, outside parking stalls, general water system and meter therefore, all ventilation and exhaust systems, the lighting system and fixtures of the common areas, fire extinguishers, gutters and down spouts, areaways, the chimneys and fresh air ducts, the general heating and air conditioning systems, and equipment for the common areas.

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

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities or systems for purposes of utility or other services such as ventilation, exhaust, heating, air, and air conditioning, to or for a Unit (as distinguished from the actual machine or piece of equipment to which they are connected) are general common elements notwithstanding the same are located in part within a Unit as hereinafter defined so long as the same is connected to any other such wiring, line and the like. The common elements shall include easements to Units for all such lines, wiring, ducts and the like above referred to for the furnishing of utility and other services or systems to the other Units and to the common property and easements of support in every portion of a Unit that contributes to the support of the improvements.

2. Limited Common Elements. The limited common elements include such common property that is classified as limited by Section 499B.2(5), Code of Iowa. The common property that is specified and determined to constitute a limited common element for the use of a Unit includes, but is not limited to, the following: the patio or deck, the doors and windows, including any sliding glass door or window set in the wall of a Unit and any non-load bearing partitions or walls within a Unit (but excluding any lines, wires, ducts and the like situated within such partitions).

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

The numbered mailboxes are limited common elements and one of each is reserved as such for the use of the particular Unit whose number corresponds to the number of such mailbox.

The garage doors are limited common elements.

3. Units and Garages. Each Unit shall consist of the area between the interior surfaces of its perimeter walls (including windows and sliding doors or windows, and including the interior surface of the exterior door(s)), and between the lower surface of the ceiling and the upper surface of the concrete slab or the floor. Each Unit shall further include an attached garage accessible from the interior of the Unit. Each garage shall consist of the area between the interior

surfaces of its perimeter walls (including the garage door) and between the lower surface of the ceiling and the upper surface of the concrete slab. In all cases, a Unit shall include and be defined by the surfaces referred to and shall include any non-load bearing partitions within, except that all lines, wires, ducts and the like within any non-load bearing partition or wall shall be excluded and shall not constitute a part of the Unit for purposes of separate ownership of such Unit.

ARTICLE V

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

1. Fraction of Ownership Interest. The owner of each Unit shall own as an appurtenance thereto an undivided one-sixteenth (1/16) interest in the lands and other common elements of the regime, both limited and general. Such interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to a particular Unit. The fractional interest may change as provided in Section VI(3).

2. Voting Rights. The total number of votes outstanding and entitled to be cast by the owners of the Units is sixteen (16), which is equal to the number of Units. The total number of Units may be increased as provided in Article VI. The owner (or owners, collectively) of each Unit, as such and as an Association member, shall be entitled to cast one (1) vote for each Unit owned.

3. Unit Features.

(a) In General. The particulars of the Units and floor plans are shown by Exhibit C-1.

(b) Optional Items: Permitted Variations. Various optional items may be provided by Developer during construction by arrangement with and at extra cost to a Unit purchaser. The Developer and owner may by agreement delete, relocate, modify or add interior non-load bearing partitions. The addition of any optional item by either Developer on its own initiative or any addition, substitution, deletion or variation by agreement with a purchaser is agreed to by all other Unit owners and shall not be construed to constitute an amendment to or variation from the terms of this Declaration, and, in addition, shall not in any event vary or modify the fraction of ownership interest appurtenant to such Unit as herein provided.

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision of the condominium documents to the contrary, to sell, lease, or rent Units without restriction of any kind. Developer shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of Units, including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show Units. A sales and rental office, signs and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain its separate property. Until Developer conveys title, Developer shall be and remain the owner of the Units all under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease. Until such time as a mortgagee holds a mortgage on a Unit which is insured by the U.S. Department of Housing and Urban Development Federal Housing Administration ("FHA"), Units owned by the Developer shall only be subject to assessment and lien for "current expenses" of the Association as distinguished from assessments for "reserves" or "emergencies" as referred to in the Bylaws of the Association, and Developer shall furthermore have the option of either paying such current expense assessment on unsold Units, or, in lieu thereof, to make up any deficiencies existing in the current operational and maintenance expenses of the regime. If Developer makes up such deficiencies, the lien of any assessments against each Developer's Units shall thereby be automatically discharged but the Association upon request shall satisfy or release such lien in writing. Developer's obligation to pay assessments for current expenses shall begin with the first month following the issuance of a certificate of occupancy for a Unit.

2. Construction of the Buildings. The construction of the Units and Buildings shall be in accordance with the terms of this Declaration and the plans and exhibits attached hereto, except Developer reserves the right on its own initiative or pursuant to agreement with the owner of a particular Unit, or at the instance of mortgagees, any insurance carrier, the architect, or the public authorities to make or authorize variations therefrom or adjustments of an insubstantial character that are not meaningfully prejudicial to the rights of owners and do not materially affect such rights or the value of a Unit, which variations or adjustments are permitted without the necessity of consent by other owners and shall not constitute an amendment of this Declaration. Variations that do materially affect such rights or value shall be limited to a change in the location of the condominium or a reduction in size or change in the location , physical layout or design of a Unit, except that slight deviations required by construction or arising from the installation of the walls and/or partitions, changes in the location or design of a non-load

bearing partition, closet or other feature within a Unit, and slight variations in the location of the condominium which an accurate survey would show are permitted and the right to make the same reserved by Developer.

3. Enlargement of Condominium Regime. Notwithstanding any provision to the contrary contained in this Declaration, the Developer intends to enlarge the regime by submitting to it additional Units to be built upon Lot 1, Water Tower Place or adjacent real estate. The Site Plan attached hereto as Exhibit B shows the location of any potential future Units. Said additional units will be added as follows when the previously submitted units are substantially constructed:

(a) The Developer will file in the office of the Recorder of Johnson County, Iowa, no later than ten (10) years from the date of filing of this Declaration of Submission of Property to Horizontal Property Regime (herein referred to as "Declaration"), an amendment to this Declaration that shall describe Units to be added to the regime. Said amendment shall contain whatever exhibits are necessary to fully describe the Units to be added to the regime.

(b) An amendment filed pursuant to this Article shall be effective with respect to and shall apply to the added Units as if said Units were initially submitted to the regime.

(c) When additional Units are submitted to the regime, upon the recording of the amendment submitting such Units, the fractional interest in common elements appurtenant to all Units shall be adjusted to include the added Units. The total fractional interest appurtenant to all Units shall be equal to one (1), and every Unit shall have an equal fractional interest. The Developer shall include as part of such amendment an Exhibit to show the fractional interests of Units as revised by such amendment.

(d) Developer is not restricted as to the number of times the regime may be enlarged by submitting additional Units, provided that an amendment must be filed as herein provided for each such enlargement and provided that amendments may not be filed later than ten (10) years from the date this Declaration is filed.

(e) An amendment filed pursuant to this section shall be effective when executed by the Developer and filed in the office of the Recorder of Johnson County, Iowa. The consent of owners of Units and their mortgagees is not required, and amendments pursuant to this section shall be effective notwithstanding the objection, if any, of the owners of Units.

4. Assignment of Developer's Rights. Developer may assign its rights and powers under this Declaration, in whole or in part. No consent of owners or mortgagees shall be required.

5. Supplementary Clauses. Various provisions of this Declaration, and deeds and mortgages of the Units and common elements, contain clauses designed to accomplish shifting of the common elements as the regime is expanded by the addition of Units. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common elements can be accomplished.

6. Power of Appointment. Each deed of a Unit shall be deemed to reserve to the Developer the power to appoint to Unit owners, from time to time, the fractions in the common elements set forth in amendments of the declaration that expand the regime by the addition of Units.

7. Power of Appointment to Shift Fractional Interests. A power coupled with an interest is hereby granted to the Manager of the Developer as attorney-in-fact to shift fractional interests of the common elements in accordance with amendments to the declaration recorded pursuant hereto which expand the regime by the addition of land and/or Units, and each deed of a Unit and common elements in the regime shall be deemed a grant of such power to said attorney-in-fact.

8. Compliance With Horizontal Property Act. Each Unit owner, by acceptance of the deed conveying a Unit, agrees for such owner and all those claiming under such owner, including mortgagees, that this Declaration is in accordance with the Horizontal Property Act.

9. Right of Access. Developer and its designees, including, but not limited to contractors, shall have and enjoy a blanket and on-going easement in, out, upon, through, under and across general common elements for as long as Developer shall be engaged in the construction, development and sale of Units for the purpose of construction, installation, maintenance and repair of the condominium property, for ingress and egress to all Units and to all general and common elements and for the use of all driveways and common parking areas. In addition, Developer reserves, for itself and its designees, the irrevocable and perpetual right to enter into, upon, over or under the general and limited common elements as reasonably necessary to install, maintain and/or repair any improvements located or to be located thereon.

ARTICLE VII

APPURTENANCES TO UNIT OWNERSHIP AND TRANSFER THEREOF; SUBDIVISION

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

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

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

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

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

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

(iii) Utility and Other Services. Easements are reserved through the Units and common elements for conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other Units and common areas,

provided such easements through a Unit shall be only according to the plans and specifications for the Buildings as and if varied during construction as herein permitted unless otherwise agreed by the Unit owner.

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

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

3. Subdivision. No Unit shall be subdivided.

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

ARTICLE VIII

MANAGEMENT OF THE REGIME

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

vote or taking such action shall be under the control and supervision of the Association and the Bylaws.

2. Agreements and Compliance. All owners, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws of the Association and applicable provisions of the other condominium documents, and all rules and regulations and all agreements and determinations lawfully made by the Association and its directors, officers, or agents shall be binding on all such owners and/or other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreements or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and for mandatory or other injunctive relief, and the employment of one such remedy shall not constitute the waiver of the other.

3. Included Powers; Foreclosure of Lien, Waiver of Partition. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it by Chapters 504 and 499B, Code of Iowa, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on Units for any common expenses, and the right to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same, but such acquisition shall be on behalf of all Unit owners, all of whom, however, shall be deemed to have waived all rights of partition with respect thereto.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of a Unit for which an assessment is made. Except in the event of any emergency, the Association shall have the right exercisable at reasonable hours to enter a Unit as may be necessary or advisable to exercise its rights or responsibilities. In the event of an emergency the Association shall have the right to enter a unit at any time as may be necessary or advisable to exercise its rights or responsibilities.

5. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Unit to manage, control and deal with the interest of such Owners in the common elements so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the regime upon its destruction or obsolescence as hereinafter provided, and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards as hereinafter provided. The acceptance by any person or entity of any

interest in any Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

6. Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first Mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of the foreclosure by the Mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the time of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the foreclosure or deed given in lieu of foreclosure. All assessment liens as shall have come due up to foreclosure or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

ARTICLE IX

MAINTENANCE, ALTERATION AND IMPROVEMENTS

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

2. Maintenance by Association.

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

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

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

3. Maintenance by Owner.

(a) It shall be the responsibility of each Unit owner, after the Developer has deeded the Unit to the owner, at his own expense, to provide all maintenance of and within his Unit as defined by Article IV, paragraph 3, and including maintenance of non-load bearing partitions, of the interior surfaces of the walls, ceiling, doors, windows, sliding glass doors and floors which define the Unit, and of any finished or additional surfaces or materials installed by the Developer and/or the Unit owner, such as carpets, wall papering, counter tops, painting or staining, or other floor, wall or ceiling or other covering of any kind. The owners shall also maintain all plug-in appliances and other personalty of any kind within the Unit.

(b) The Unit owner, at his expense, shall be responsible for maintenance of the patio or deck adjacent to his Unit, if any, and the sliding glass doors thereto, all other doors or windows and all limited or general common elements within the Unit and garage for that Unit, including the garage door. The owner shall maintain and replace all equipment, machines and attachments and fixtures within the Unit, irrespective of whether the same are or might be regarded as personalty or real estate or as common elements for other purposes, such as air conditioning and heating equipment or units, ranges, fans, water heaters, dishwashers, disposals, or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to the Unit. It is understood the owner shall be responsible for the maintenance of wiring, piping, conduits, ducts and other service elements within the Unit, even though situated without.

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

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

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

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

7. Alteration or Improvement by the Association or All Owners. Except as otherwise permitted by this Declaration, there shall be no alteration of the Buildings or other general common elements, or further improvements added to the lands or other common elements, without the approval of all owners, provided upon the question being put to a vote at a membership meeting as provided in the Bylaws any such alteration or improvement may be done if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor thereof and if the dissenting owners are relieved from the cost and their share of the cost is borne by the assenting owners. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the fractional interest appurtenant to each Unit in the common elements and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

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

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

2. No Unit owner may paint or in any manner decorate the exterior façade of the walls or add or connect equipment, structures or facilities thereto or erect any For Sale or other sign or otherwise disturb or affect the same. No exterior transmission devices of any kind, including towers, antennas, and television and/or microwave transmission dishes, shall be constructed, installed, modified or permitted on the general common elements, including the buildings containing the Units, the ground and other areas used or otherwise designated as common areas. An exterior transmission device shall not be placed on the roof or exterior wall of any Building. Notwithstanding the foregoing, exterior transmission devices (1) which are used to receive direct broadcast satellite service, including direct-to-home satellite service or to receive or transmit fixed wireless signals via satellite, and have a diameter of one (1) meter or less, or (2)

which are used to receive video programming services via multipoint distribution services, including multichannel multipoint distribution services, instructional television fixed services and local multipoint distribution services or to receive or transmit fixed wireless signals other than via satellite, and are one (1) meter or less in diameter or diagonal measurement, or (3) which are used to receive television broadcast signals, shall be permitted on rear-facing patios and decks and on poles in front of the Buildings. Unit owners placing exterior transmission devices on patios, decks or poles shall first consult with Developer to locate the most discreet place which still allows for signal reception. Unless otherwise permitted by the Association, no wires shall be permitted to run through any common elements. Any damage to the general common elements occasioned by the installation or use of any allowed transmission device shall be the responsibility of the individual unit owner installing and/or using such device. A transmission device serving a particular Unit must be located on the limited common elements appurtenant to that Unit unless otherwise permitted by the Board of Directors.

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

4. In accordance with the right of entry reserved in Article VIII, paragraph 4, each Unit owner shall deposit with the Association, if required by it, a key to the Unit and consents that, in the case of any emergency origination in or threatening a Unit, the Board of Directors of the Association or any person authorized by it may enter the Unit for the purpose of remedying or abating such emergency whether the owner is present or not.

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

6. No boat, trailer, motor home, or recreational vehicle shall be parked upon the common elements for mor than twenty-four (24) hours during any consecutive seven (7) day period. No mechanical repairs to any vehicle shall be performed upon the common elements (such activities shall be confined to garages). Each Unit owner covenants and agrees with all other Unit owners to repair and maintain, rebuild and reconstruct his own Unit and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay his separately metered utility expenses.

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

8. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern: The Board (a) may approve temporary structures, the same being otherwise prohibited, (b) may regulate or prohibit the ownership and use of pets, motorcycles or other power driven equipment, (c) may prohibit the use of flags, banners and grills on a patio or balcony and (d) may permit the enclosure of a balcony or patio area, the same being an alteration or improvement otherwise not permissible without approval by the Board of Directors. In order to enhance the exterior appearance of the Buildings, all window coverings having an exterior exposure shall be lined in white unless the Board otherwise permits.

9. Units shall be used and occupied for dwelling purposes only. A Unit may be rented or leased by the owner, provided the entire Unit is rented, the occupancy is only by the lessee and his family, and the lease is in writing and copy thereof is filed with the Association prior to possession. Unit owners shall by prohibited from leasing their Units for an initial term of less than thirty (30) days. All lessees and their guests shall be subject to the terms of this Declaration and the Bylaws. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy and whether for consideration or not. Ownership of a Unit by a corporation or a trust is permitted, but no individual shall be allowed to occupy or use such a Unit, except pursuant to a written lease complying herewith. An owner shall be liable to the Association and other owners, as the case may be, for damage to common elements or property of other owners.

The Owners shall be specifically prohibited from short term rentals and any rentals or leasing of condominium units by an owner, pursuant to the authority set forth in this section, shall be for a minimum of a thirty-day period of time.

10. All pets must be pre-approved by the Developer or the Association. No more than two (2) cats or one (1) cat and one (1) dog may be kept in each Unit. Dogs weighing over seventy-five (75) pounds and dogs of any breed typically growing to a size in excess of seventy-five (75) pounds are not permitted unless pre-approved by the Developer or the Association. Specially trained guidance dogs, signal dogs or other assistance dogs are permitted as required regardless of their weight. No wild animal, reptile or bird may be trapped, transported, kept, or

maintained anywhere on the property. All allowable pets shall be kept and housed inside the owner's Unit, and no pet may be kept which abnormally interferes with the rights, comforts or convenience of other owners. Breeding of any animals on the property is specifically prohibited. All pets must be kept on a leash when outside the owner's Unit. Each owner shall have the individual responsibility for any clean up required as a result of the ownership of such pet. If the owner fails to clean up after his or her pet, the Association may arrange for the required clean up and assess the charges for such services to the owner as a special assessment.

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

12. Fences. No fences or others structures may be built or maintained.

13. No provisions of this Declaration or the Association's Bylaws shall restrict or otherwise abridge a Unit owner's right of action against the Association or other Unit owners for a violation of or failure to enforce any provisions of the Declaration, Bylaws or other applicable condominium documents.

ARTICLE XI

PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION

1. Damage to or destruction of all or any part of the Buildings and/or condominium property shall be repaired or the same restored, rebuilt or reconstructed, as the case may be, if two-thirds (2/3) of the total number of votes outstanding and entitled to be cast are voted in favor of such repair, restoration, rebuilding or reconstruction, and at least two thirds (2/3) of the Eligible Holders consent to such repair, restoration, rebuilding or reconstruction. If less than two-thirds (2/3) of such votes are cast in favor of any such actions, the outcome of the vote taken shall automatically constitute a determination that the legal status of the project be terminated and the entire condominium property be deemed owned in common by the Unit owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Iowa

Code as now provided or hereafter amended and in effect at such time. That percentage of the total number of votes outstanding entitled to be cast in favor of or against any of such action shall be the number and percentage of such owners whose votes shall be determinative of whether to rebuild, repair, restore or reconstruct all or any portion of the property or whether to deem the property to be owned in common.

2. A vote and determination to repair, rebuild, restore or reconstruct made pursuant to paragraph 1 of this Article (but not a presumed determination pursuant to paragraph 3 next following) may be recalled and superseded as follows: After the bids for the necessary work have been taken and the amount of insurance proceeds or other funds available for the work are known, and if the total amount of the resulting assessment as will be required to finance the work exceeds ten percent (10%) of the precasualty value of the entire condominium property at the time of the casualty, then the Board of Directors shall call a special meeting of the members of the Association to consider under such circumstances whether or not the property in question shall be restored, rebuilt, repaired or reconstructed; the work shall in such event be done only if seventy-five percent (75%) rather than two-thirds (2/3) of the total number of votes outstanding and entitled to be cast are cast in favor of the proposed action, and if the work is not thus authorized, the original determination shall stand rescinded and superseded, and the entire condominium property shall be deemed to be owned in common by the Unit owners with the same effect as in the case of a negative vote pursuant to paragraph 1 of this Article.

3. All damage or destruction of a minor character shall be repaired, rebuilt, reconstructed or restored by the Board of Directors of the Association or a Unit owner, as applicable, without necessity of formal vote or determination. Minor damage or destruction shall include, but not be limited to, such as can be reasonably repaired, restored, rebuilt or reconstructed within thirty (30) days after the applicable occurrence (exclusive of delays or interruptions resulting from lack of available contractors, labor, materials, or funds). In the event of doubt whether damage or destruction is minor, or in any case, one-third (1/3) of the Board of Directors or owners who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast may call for a special meeting for a vote and determination of whether to repair and the like pursuant to paragraph 1 of this Article and the determination thus made shall control irrespective of whether the damage or destruction might have otherwise been treated as minor, provided in all cases that if no formal vote and determination has been taken and made within thirty days of the date of the damage or destruction in question, it shall be conclusively presumed and in particular for purposes of Section 499B.16 of the Code of Iowa that the Association and Unit owners have in fact determined to rebuild, repair, restore or reconstruct, as the case may be.

4. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration, or reconstruction of the property shall contain the same number of Units, and be substantially in accordance with the plans and specifications of original construction, as available from the exhibits hereto and plans on file with the office of the County Recorder, Johnson County, Iowa, and the fractional interest and other appurtenances to each Unit after such repair, rebuilding, restoration, or reconstruction shall be the same as before. An amendment of the plans and specifications as contemplated above, must be adopted by unanimous consent, pursuant to paragraph 6 of Article XII.

5. The provisions of this Article are intended to govern in the event of damage or destruction resulting from an occurrence or casualty which although to be broadly construed may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, as referred to in Article IX, and in any event paragraph 4 and the other provisions of this Article shall not govern in the event of reconstruction, rebuilding or restoration necessitated on account of long term obsolescence or condemnation of any Unit within the regime.

6. Except as provided herein, in the case of damage or destruction of other than a minor character, unless at least two-thirds (2/3) of the owners of Units (other than Developer) have given their written consent, the Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any Unit for the purpose of:

(i) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each Unit in the common elements;

(c) use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such condominium property.

This paragraph shall not prevent Developer from exercising its votes against the actions described in this paragraph. Further, the provisions of this Declaration which call for a larger percentage of votes of Unit owners to take any action described in this paragraph shall control over the provisions of this paragraph.

Unless the condominium project is no longer owned in the form of a condominium, the common elements may not be abandoned, partitioned, subdivided, renumbered, sold or

transferred. However, the granting of easements by the Association for utilities or for other public purposes consistent with the use of the common elements for condominium purposes shall be permitted.

ARTICLE XII

AMENDMENT

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

1. Minor Amendments. Developer may make minor amendments to this Declaration without the consent or approval of the Unit Owners or their mortgagees. Such amendments shall be for the purpose of clarification or correction of errors in the Declaration and shall not affect the substantive rights of a Unit Owner. In addition, the Developer shall have the authority, from time to time, to adopt amendments to this Declaration or exhibits hereto as may be required by the FHA, VA, FNMA or any other mortgage insurance or assistance organizations or agencies without approval from Unit Owners or their mortgagees.

2. Right to Amend Plans. Developer reserves the right to change the building plans of one or more Units and to alter the boundaries between Units without the consent or approval of the Unit Owners or their mortgagees, provided that Developer owns the Units so altered. If Developer shall make any such changes, the changes shall be reflected in an amendment to the Declaration.

3. Fractional Interest. The fractional interest in the common elements appurtenant to a Unit except as provided in Section VI(3), or rights to their use, may be amended or reallocated only by unanimous consent of all Unit owners and their mortgagees, provided, in the event of condemnation of any Unit or of long-term obsolescence, the same may be adjusted and may be amended as provided in paragraph 6 of this Article.

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

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

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

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

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

(c) In addition to requirements set forth in paragraphs (a) and (b) of this paragraph 6, amendments of a "material nature" shall require the consent of fifty-one percent (51%) of Eligible Holders of First Mortgages. Amendments of a material nature include, and are expressly limited to, amendments which establish, provide for, govern or regulate any of the following: voting rights; increases in assessments that raise the previously assessed amount by more than twenty-five percent (25%), assessment liens, or the priority of such liens; reductions in reserves for maintenance, repair, and replacement of common elements; responsibility for maintenance and repair of common elements; reallocation of interests in the general or limited common elements or rights to their use; re-definition of any Unit boundaries; convertibility of Units into common elements or vice-versa; expansion or contraction of the condominium regime other than is provided for in Section VI(3), or the addition or annexation of property to the regime; hazard or fidelity insurance requirements; imposition of any restrictions on the leasing of Units; imposition of any restriction on a Unit owner's right to transfer his or her Unit; a decision by the Association to establish self-management if professional management had been required previously by the condominium documents or by an Eligible Holder; restoration or repair to any part of the Buildings and/or condominium property after damage or partial condemnation in a manner other than that specified in this Declaration; or any provisions that expressly benefit mortgage holders, insurers or guarantors.

7. Termination of Condominium Regime. All of the Unit owners may remove a property from the provisions of this Declaration and from the Horizontal Property Act (for reasons other than substantial destruction or condemnation of the property) by an instrument to that effect, duly recorded, provided that the Eligible Holders of First Mortgages affecting any of the units consent thereto or agree, in either case by instruments duly recorded, that their liens and/or mortgages be transferred to the percentage of undivided interest of the unit owner in the property after removal. Upon removal of a property from the provisions of the Declaration or the Horizontal Property Act, the property so removed shall be deemed to be owned in common by the Unit owners. The undivided percentage interest in the property owned in common which shall appertain to each Unit owner shall be the percentage of undivided interest previously owned by such Unit owner in the common areas and facilities prior to removal .

8. Execution and Recording. An amendment pursuant to paragraphs 2, 3 or 6(a) of this Article shall be effective when executed and acknowledged by all owners and mortgagees, as the case may be, with the formalities of a deed and recorded in the Recorder's Office, Johnson County, Iowa. An amendment adopted pursuant to paragraph 6(b) shall be effective when a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Corporation by its President or a Vice-President and Secretary or an Assistant Secretary with the formalities of a deed and acknowledged as having been thus executed by authorization of the owners as herein provided, and is recorded in the Recorder's Office, Johnson County, Iowa.

ARTICLE XIII

FIRST LIENHOLDER'S RIGHTS

1. Notice of Action. A holder, insurer or guarantor of a first mortgage on a Unit, upon written request to the Association which states the name and address of such holder, insurer or guarantor and the Unit number at issue, shall be entitled to timely written notice of:

(a) Any proposed amendment of the condominium documents effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appurtenant thereto; (ii) the interest in the general or limited common elements appurtenant to any Unit; (iii) the number of votes in the Association appurtenant to any Unit; or (iv) the purposes to which any Unit or the common elements are restricted;

(b) Any proposed termination of the condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the condominium regime or which affects any Unit on which there is a mortgage held, insured or guaranteed by such Eligible Holder;

(d) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage or such Eligible Holder, where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the Association; or

(f) Any proposed action that requires the consent of a special percentage of Eligible Holders of First Mortgages.

2. Consent to Action. Each mortgagee, insurer or guarantor shall be deemed to have consented to and/or approved of any amendment or other action requiring the consent of such mortgagee, insurer or guarantor if the mortgagee, insurer or guarantor does not respond to a written request for consent and/or approval (addressed to the mortgagee, insurer or guarantor's address of record with the Association and sent via certified mail) within thirty (30) days after receipt thereof.

ARTICLE XIV

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

1. Effective Date of Fractional Interest. The fractions of ownership interest in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exist for all purposes irrespective of any actual occupancy or use and whether the Units are sold or not.

2. Possession of Common Elements. Each Unit owner, the Developer, and the Association may use the common elements other than the limited common elements for the

purposes for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

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

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

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

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

7. Chapters 499B and 504, Code of Iowa. Wherever herein reference is made to Chapter 499B or any section thereof, or Chapter 504 or any section thereof, Code of Iowa, it is intended that such reference shall include the provisions of such Code sections as they now exist or may hereafter be amended, and if a question arises thereunder at some time in the future, the specific section of the Code in its then form shall be applied.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 28 day of October, 2025.

Dahnovan Land Development, LLC

By: _____
Ryan Abraham, Manager

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

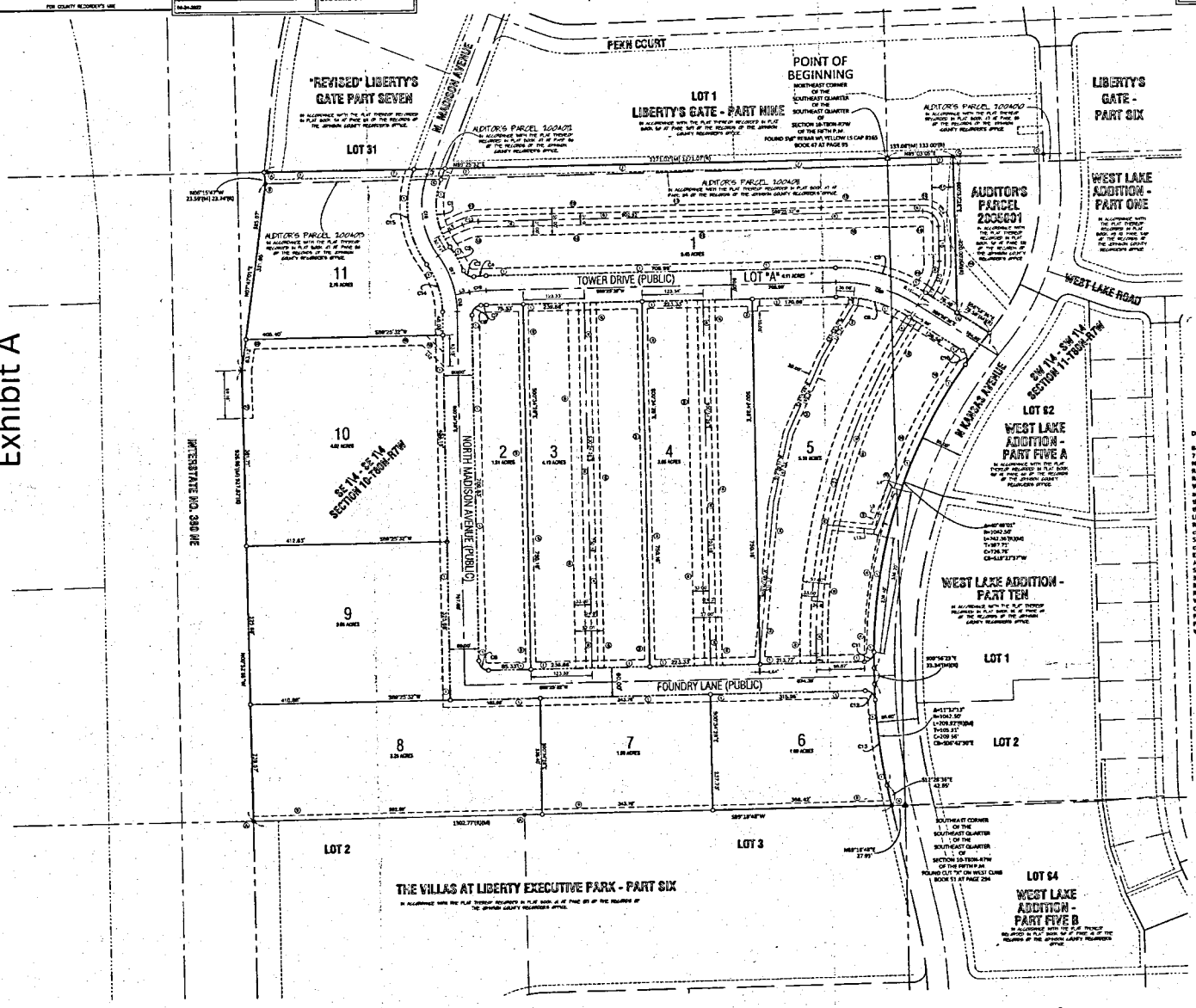
This instrument was acknowledged before me on this 28 day of October, 2023, by Ryan Abraham, as Manager of Dahnovan Land Development, LLC.

BRILEY WEISSKOPF-DESMET
Commission Number 810640
My Commission Expires
May 21,2027

_____
Notary Public in and for the State of Iowa
My commission expires:

Exhibit A

FINAL PLAT
WATER TOWER PLACE
NORTH LIBERTY, JOHNSON COUNTY, IOWA



LOCATION:	SURVEYOR:
A PORTION OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 10, AND A PORTION OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, ALL OF TOWNSHIP 80 NORTH, RANGE 7 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA.	DARROWAH HOLDINGS 1669 LINDEN LANE NORTH LIBERTY, IA 52317
LAND SURVEYOR:	SUBDIVIDER'S ATTORNEY:
RICHARD R. NOWOTNY PLS MMS CONSULTANTS INC 1917 SOUTH GILBERT STREET IOWA CITY, IOWA, 52240 PHONE: 319-351-8282	SAMUEL ARGALL 44 STURGIS CORNER DRIVE IOWA CITY, IA 52241
DATE OF SURVEY:	PROPRIETOR OR OWNER:
04-24-2023	DUANEHAN LAND DEVELOPMENT, LLC 1669 LINDEN LANE NORTH LIBERTY, IA 52317
	DOCUMENT RETURN INFORMATION:
	LAND SURVEYOR

FOUND PROPERTY MONUMENTATION TABLE	
LABEL	DESCRIPTION
⊙	FOUND 5/8" REBAR W/ YELLOW PLASTIC LS CAP #165
⊙	FOUND 5/8" REBAR W/ YELLOW PLASTIC LS CAP 16878
⊙	FOUND 5/8" REBAR W/O LS CAP
⊙	FOUND POINT OF WAY PIN

AREA SUMMARY TABLE		
T1-R - T1-R	AREA	AREA IN ROW
SE - SE SEC 10	36.37 ACRES	3.82 ACRES
SW - SW SEC 11	1.81 ACRES	0.29 ACRE
TOTAL	41.48 ACRES	4.11 ACRES

EASEMENT IDENTIFICATION TABLE	
LABEL	DESCRIPTION
(1)	15.0' WIDE PUBLIC UTILITY EASEMENT
(2)	20.0' WIDE DRAINAGE EASEMENT
(3)	30.0' WIDE DRAINAGE EASEMENT (CENTERED)
(4)	20.0' WIDE LANDSCAPE EASEMENT
(5)	30.0' WIDE SANITARY SEWER EASEMENT (CENTERED)
(6)	24.0' WIDE ACCESS AND UTILITY EASEMENT
(7)	(CONTINUED 30' WATERMAIN EASEMENT (BOOK ____ AGE ____ AT PAGES 87-89))
(8)	15' 0" WIDE PUBLIC UTILITY EASEMENT
(9)	15.0' WIDE DRAINAGE EASEMENT
(10)	30.0' WIDE STORM SEWER AND LANDSCAPE EASEMENT
(11)	(DRAINAGE EASEMENT
(12)	20.0' WIDE STORM SEWER EASEMENT
(13)	15.0' WIDE PUBLIC UTILITY EASEMENT
(14)	(CONTINUED 30' TILE LINE EASEMENT (BOOK 74/39 AT PAGE 389)

LEGEND AND NOTES

- CONCRETE MONUMENT, FOUND
- CONCRETE MONUMENT, SECTION (CM)
- CONCRETE MONUMENT, RECORDED LOCATION
- PROPERTY CORNERS, FOUND (as noted)
- PROPERTY CORNERS SET (5/8" rebar w/ yellow plastic LS Cap stamped with "MMS")
- DATUM
- PROPERTY, R/W, BOUNDARY LINES
- CONCRETE, SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WITH PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL BEARINGS ARE IN FEET AND HUNDREDTHS

GRAPHIC SCALE IN FEET
1"=100'

LINE SEGMENT TABLE		
LINE	LENGTH	BEARING
L1	24.45	S21°35'29"W
L2	12.23	S21°35'29"W
L3	29.01	S79°32'31"E
L4	20.36	N10°23'23"E
L5	93.13	S23°47'22"E
L6	19.42	S09°34'28"E
L7	13.73	N23°01'21"E
L8	13.00	S67°12'39"E
L9	45.50	S08°18'05"W
L10	71.31	S00°24'29"E
L11	153.06	S11°51'41"E
L12	81.06	N45°53'30"W
L13	99.78	N82°52'57"W

CURVE SEGMENT TABLE					
CURVE	DELTA	RADIUS	LENGTH	CHORD	BEARING
C1	57°37'10"	145.00'	145.45'	79.47'	N 28°38' S07°07'36"E
C2	13°56'43"	230.00'	58.11'	29.20'	S07°07'36"E
C3	14°39'01"	230.00'	58.83'	29.56'	S21°31'22"E
C4	61°30'13"	230.00'	247.00'	135.48'	S36°18'00"E
C5	52°30'57"	230.00'	210.81'	203.46'	S64°33'36"E
C6	38°10'44"	30.00'	19.99'	19.62'	N42°30'34"E
C7	7°48'17"	170.00'	23.16'	23.14'	N67°30'34"E
C8	90°00'00"	20.00'	31.42'	28.28'	S45°34'29"E
C9	30°30'34"	270.00'	143.77'	142.09'	S75°49'12"E
C10	30°30'34"	230.00'	122.46'	121.02'	S75°49'12"E
C11	89°34'24"	20.00'	31.81'	28.67'	S45°08'46"E
C12	90°25'36"	20.00'	31.57'	28.41'	S44°51'14"W
C13	8°41'37"	1042.50'	157.97'	157.82'	S07°30'30"E
C14	9°33'17"	1042.50'	173.87'	173.67'	S16°12'26"E
C15	57°37'09"	200.00'	201.14'	192.80'	S00°07'37"E
C16	57°37'09"	200.00'	200.94'	192.59'	N57°07'37"E
C17	57°37'10"	170.00'	170.98'	163.80'	S57°07'36"E
C18	25°23'18"	170.00'	75.34'	74.72'	S32°09'12"E
C19	9°33'38"	200.00'	34.00'	33.96'	S16°12'26"E
C20	4°53'56"	200.00'	17.10'	17.09'	S11°39'38"E
C21	52°30'57"	200.00'	183.31'	176.96'	S64°33'36"E
C22	52°30'57"	230.00'	210.81'	203.46'	S64°33'36"E
C23	23°08'27"	80.00'	32.31'	32.09'	S77°52'18"E
C24	90°00'00"	20.00'	31.42'	28.28'	S44°26'29"E
C25	29°35'52"	100.00'	54.84'	30.18'	S74°48'34"E

LOT "A" CONTAINS 4.71 ACRES, MORE OR LESS, AND IS TO BE OWNED BY THE CITY OF NORTH LIBERTY FOR PUBLIC PURPOSES, AND IS LOCATED AT THE INTERSECTION OF NORTH MADISON AVENUE AND FOUNDRY LANE.

DESCRIPTION - WATER TOWER PLACE

Beginning at the Northeast Corner of the Southeast Quarter of the Southeast Quarter of Section 10, Township 80 North, Range 7 West, of the Fifth Principal Meridian, North Liberty, Iowa; Thence N88°03'05"E, along the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, 132.08 feet, to the Northwest Corner of Auditor's Parcel 2005001, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 221 of the Records of the Johnson County Recorder's Office; Thence S00°57'28"E, along the West Line of said Auditor's Parcel 2005001, a distance of 320.00 feet, to the Southwest Corner thereof; Thence S56°57'49"E, along the South Line of said Auditor's Parcel 2005001, a distance of 74.59 feet, to the Southwest Corner thereof, and a Point on the West Line of West Lake Addition - Part Five A, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 40 of the Records of the Johnson County Recorder's Office; Thence Southwesterly, 742.36 feet, along said West Line, and the West Line of West Lake Addition - Part Five B, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 43 of the Records of the Johnson County Recorder's Office, on a 1042.50 foot radius curve, concave Southeasterly, whose 726.78 foot chord bears S19°07'37"W; Thence S39°04'23"E, along said West Line of West Lake Addition - Part Five B, 33.54 feet; Thence Southwesterly, 209.92 feet, along said West Line, on a 1042.50 foot radius curve, concave Northwesterly, whose 209.56 foot chord bears S06°42'30"E; Thence S12°28'36"E, along said West Line, 42.65 feet, to the Northwest Corner of The Villas at Liberty Executive Park - Part Six, in accordance with the Plat thereof Recorded in Plat Book 61 at Page 157 of the Records of the Johnson County Recorder's Office; Thence S89°18'48"W, along the North Line of said The Villas at Liberty Executive Park - Part Six, a distance of 1302.77 feet, to the Northwest Corner thereof, and a Point on the East Right-of-Way Line of Interstate No. 380 NE; Thence N00°52'53"W, along said East Right-of-Way Line, 926.56 feet; Thence N87°47'01"E, along said East Right-of-Way Line, 885.07 feet, to the Southwest Corner of Auditor's Parcel 2004013, in accordance with the Plat thereof Recorded in Plat Book 47 at Page 162 of the Records of the Johnson County Recorder's Office; Thence N00°13'47"W, along the West Line of said Auditor's Parcel 2004013, a distance of 23.59 feet, to the Northwest Corner thereof, and the Southwest Corner of said "Revised" Liberty's Gate Part Seven; Thence N89°25'53"E, along the South Line of said "Revised" Liberty's Gate Part Seven, and the South Line of Liberty's Gate - Part Nine, in accordance with the Plat thereof Recorded in Plat Book 50 at Page 307 of the Records of the Johnson County Recorder's Office, a distance of 1271.82 feet, to the Point of Beginning. Said Water Tower Place contains 41.48 Acres, and is subject to easements and restrictions of record.

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

RICHARD R. NOWOTNY
P.L.S. Iowa Lic. No. 17996
My license renewal date is December 31, 2023
Pages or sheets covered by this seal: 1

RICHARD R. NOWOTNY 17996 LICENSED PROFESSIONAL LAND SURVEYOR IOWA

SEAL

10-26-23

LACEY STUTZMAN
Commission Number 802580
MY COMMISSION EXPIRES
DECEMBER 3, 2024

Signed before me this 26th day of Oct 2023.
Notary Public, in and for the State of Iowa.

CITY OF NORTH LIBERTY	
CITY CLERK	10.31.2023 DATE:
UTILITY EASEMENTS APPROVED BY:	
MIDAMERICAN ENERGY	10/27/23 DATE:
QWEST	10/27/23 DATE:
MEDIACOM	10/30/23 DATE:
ALLIANT	10-21-23 DATE:

SOUTH SLOPE COOPERATIVE TELEPHONE CO.

41.48 AC

MMS
CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
06-07-2023	PER RRN REVIEW - RLW
10-23-2023	LOT 7 REVISED - RLW
10-30-2023	REVISED PER CITY COMMENTS - JSM

FINAL PLAT

WATER TOWER PLACE

NORTH LIBERTY
JOHNSON COUNTY
IOWA

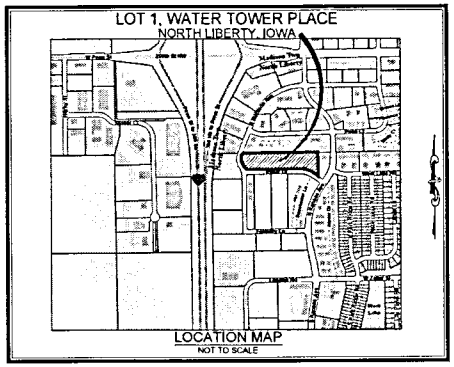
MMS CONSULTANTS, INC.

Date:	09-05-2023
Designed by:	KJB
Plot Scale:	1" = 50'
Drawn by:	RLW
Scale:	1"=100'
Checked by:	RRN
Sheet No.	1
Project No.	IOWA CITY 11030-005

S:\MMS\11030-005\11030-005F.dwg 10/2/2023 1:00:42 PM CDT

Exhibit B

SITE PLAN
LOT 1, WATER TOWER PLACE
NORTH LIBERTY, IOWA



APPLICANT
DANNOVAN LAND DEVELOPMENT, LLC
1650 LINDEN LANE
NORTH LIBERTY, IA 52317

OWNER
DANNOVAN LAND DEVELOPMENT, LLC
1650 LINDEN LANE
NORTH LIBERTY, IA 52317

LEGAL DESCRIPTION
LOT 1, WATER TOWER PLACE, NORTH LIBERTY, JOHNSON COUNTY, IOWA, SAID TRACT OF LAND CONTAINS 5.45 ACRES.

PROPOSAL
APPLICANT PLANS TO DEVELOP ONE TWO UNIT DWELLING AND FOURTEEN FOUR UNIT DWELLINGS TO BE LOCATED ON A 5.45 ACRE SITE.

DEVELOPMENT SCHEDULE

PHASE	AREA OF WORK	LAND USE TYPE(S)	CONSTRUCTION PERIOD
	LOT 1	TWO UNIT DWELLING FOUR UNIT DWELLINGS	SUMMER 2024 THRU WINTER 2025

DEVELOPMENT CHARACTERISTICS
CURRENT ZONING: RM-12

SETBACK REQUIREMENTS

	REQUIRED
FRONT YARD	25 FEET
CORNER SIDE YARD	25 FEET
SIDE YARD	15 FEET
REAR YARD	30 FEET

PARKING SETBACKS

FRONT YARD	10 FEET
SIDE YARD	5 FEET
REAR YARD	5 FEET

MINIMUM LOT REQUIREMENTS

MINIMUM LOT SIZE	3,500 SF/DU (21,780 SF)
LOT FRONTAGE	50 FEET
LOT WIDTH	80 FEET
MAXIMUM BUILDING HEIGHT	40 FEET

LOT CHARACTERISTICS

LOT AREA	237,584 SF (100%)(5.45 AC)
BUILDING AREA - PROPOSED	71,316 SF (30.2%)
PAVING AREA - PROPOSED	56,193 SF (23.7%)
OPEN SPACE AREA	109,675 SF (46.1%)

LOT DENSITY - UNITS/ACRE (58/5.45) = 10.6 UNITS PER ACRE

PARKING REQUIREMENTS
TWO UNIT DWELLING
3 SPACES/DWELLING UNIT — 3 SPACES * 2 UNITS = 6 SPACES
FOUR UNIT DWELLING
2 SPACES/DWELLING UNIT — 2 SPACES * 56 UNIT = 112 SPACES
TOTAL SPACES REQUIRED: 118 SPACES
TOTAL SPACES PROVIDED: 124 SPACES (116 GARAGE + 8 GUEST)

GENERAL NOTES
- ALL GROUND MOUNTED MECHANICAL UNITS SHALL BE SCREENED WITH LANDSCAPING
- REAR WALL BE PAINT CURBSIDE PICKUP
- ALL NEW UTILITY WORK SHOWN FOR WATER, SANITARY AND STORM SEWER SHALL BE PRIVATELY OWNED AND MAINTAINED. THIS INCLUDES WATER MAIN WORK IN THE NORTH MADISON AVENUE RIGHT-OF-WAY.
- TWO PARKING SIGNAGE SHALL BE PROVIDED ALONG BOTH SIDES OF WATER TOWER PLACE AS REQUIRED BY CITY OF NORTH LIBERTY.
- PRIVATE DRIVE SHALL BE DESIGNED TO SUPPORT FIRE APPARATUS WEIGHING AT LEAST 75,000 LBS.

City of North Liberty
Construction Site Plan Approval

Ryan Buelow, Planning Director — 11-5-2024 Date

Approval of these plans and specifications shall not be construed to serve as a permit for construction, or as approval of any act in violation of any provision of the City of North Liberty Code of Ordinances.

THE CONTRACTOR SHALL PROVIDE TRAFFIC CONTROL PER IDOT STANDARD ROAD PLANS AND CITY OF NORTH LIBERTY REQUIREMENTS AT ALL TIMES DURING WORK WITHIN PUBLIC R.O.W.

THE CONTRACTOR SHALL COORDINATE WITH UTILITY PROVIDERS FOR ANY REQUIRED RELOCATION OF EXISTING UTILITIES.

C120	SITE LAYOUT AND DIMENSION PLAN
C140	SITE GRADING PLAN AND SWPPP
C141	ENLARGED SITE GRADING PLAN: WEST
C142	ENLARGED SITE GRADING PLAN: EAST
C143	INTERSECTION DETAILS
C160	SITE UTILITY PLAN
C500	GENERAL NOTES AND DETAILS
L100	LANDSCAPE PLAN

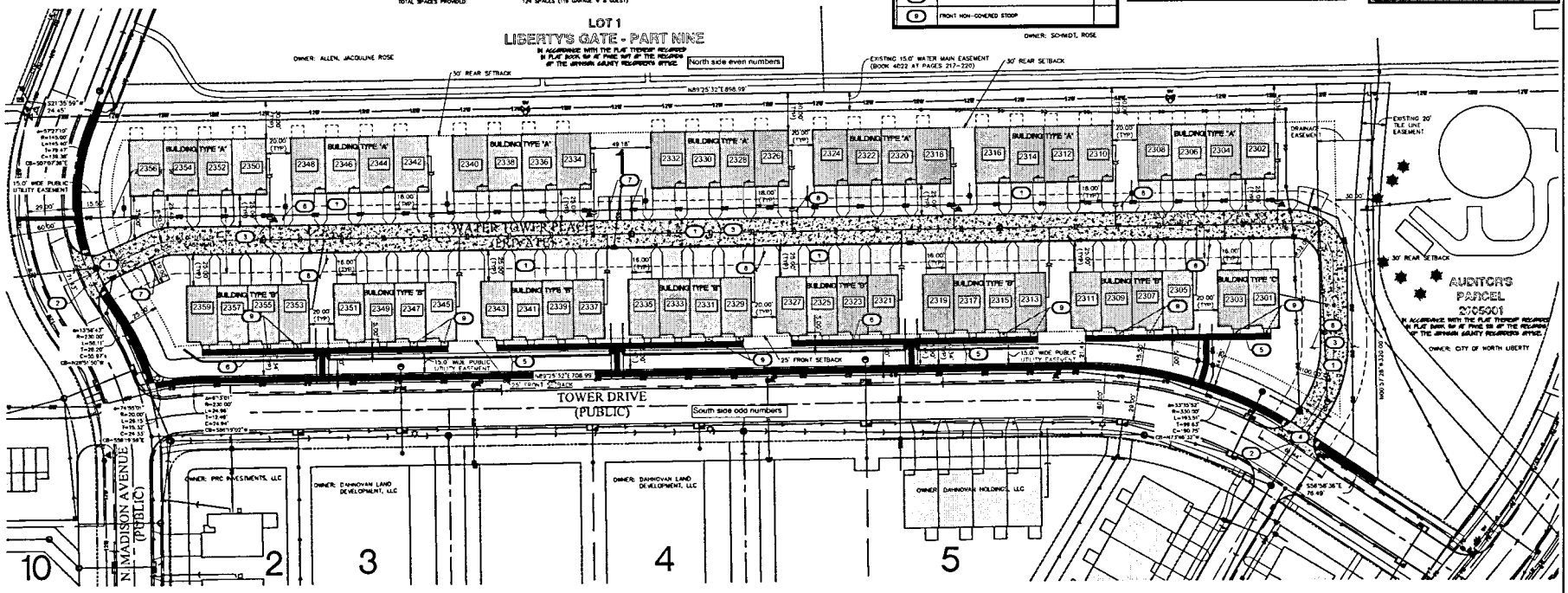
KEYNOTES

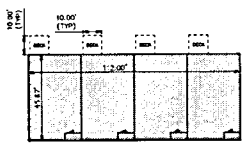
NUMBER	KEYNOTE	DETAIL
1	INSTALL DRIVE AND PARKING (SEE PAVING LEGEND TABLE THIS SHEET FOR THICKNESS AND MATERIAL). DRIVEWAYS TO BE TYPE A W/ FLARES.)	5 C500
2	CONNECT TO EXISTING CONCRETE CURB AND GUTTER. GRIND EXISTING CURB AND INSTALL DRIVE ENTRANCE PER NORTH LIBERTY SUPPLEMENTAL REQUIREMENTS.	10 C500
3	INSTALL STANDARD 3" ROLL CURB AND GUTTER	7 C500
4	INSTALL STANDARD 6" CURB AND GUTTER	6 C500
5	INSTALL PCC SIDEWALK PER CITY OF NORTH LIBERTY STANDARDS	8 C500
6	INSTALL MODULAR BLOCK RETAINING WALL. SEE PAGE C141	6 C500
7	INSTALL 4" WIDE PAINTED PARKING STRIPING	
8	"NO PARKING" SIGNAGE	
9	FRONT NON-COVERED STOOP	

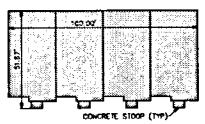
PAVING LEGEND
- 7" PCC OVER 8" GRANULAR BASE DESIGNED TO SUPPORT FIRE APPARATUS WEIGHING AT LEAST 75,000 LBS. (28,286 SF)
- 6" PCC OVER 4" GRANULAR BASE (24,925 SF)
- 4" PCC (10,233 SF)

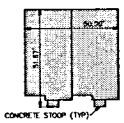
NOTE: THESE QUANTITIES TAKE INTO ACCOUNT ALL AREAS SHOWN ON THIS PLAN SET (INCLUDING WORK WITHIN RIGHT OF WAYS AND ON ADJACENT PROPERTIES)

STANDARD LEGEND AND NOTES
- PROPERTY & R/W BOUNDARY LINES
- CONDEMNATION SECTION LINES
- RIGHT OF WAY LINES
- EXISTING RIGHT-OF-WAY LINES
- CENTER LINES
- EXISTING CENTER LINES
- LOT LINES INTERNAL
- LOT LINES PLATTED OR BY DEED
- PROPOSED EASEMENT LINES
- EXISTING EASEMENT LINES
- BENCHMARK
- RECORDED DIMENSIONS
- CURVE SEGMENT NUMBER
- POWER POLE
- POWER POLE W/GUY
- POWER POLE W/TRANS
- POWER POLE W/LIGHT
- GUY POLE
- LIGHT POLE
- SANITARY MANHOLE
- FIRE HYDRANT
- WATER VALVE
- DRAINAGE MANHOLE
- CURB INLET
- FENCE LINE
- EXISTING SANITARY SEWER
- PROPOSED SANITARY SEWER
- EXISTING STORM SEWER
- PROPOSED STORM SEWER
- ELECTRICAL LINES
- TELEPHONE LINES
- GAS LINES
- CONTOUR LINES (1' INTERVAL)
- PROPOSED GROUND
- EXISTING TREE LINE
- EXISTING DECIDUOUS TREE & SHRUB
- EXISTING EVERGREEN TREES & SHRUBS









UTILITIES
THE CONTRACTOR SHALL NOTIFY IOWA ONE CALL AT 811 OR 800/292-8989 NO LESS THAN 48 HRS. IN ADVANCE OF ANY EXCAVATION OR DEMOLITION.

WHERE PUBLIC UTILITY FIXTURES ARE SHOWN AS EXISTING ON THE PLANS OR ENCOUNTERED WITHIN THE CONSTRUCTION AREA, IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO NOTIFY THE OWNERS OF THOSE UTILITIES PRIOR TO THE BEGINNING OF ANY CONSTRUCTION. THE CONTRACTOR SHALL AFFORD ACCESS TO THESE FACILITIES FOR NECESSARY RELOCATION OF SERVICES, UNDERGROUND FACILITIES, STRUCTURES AND UTILITIES HAVE BEEN PLOTTED FROM AVAILABLE SURVEYS AND RECORDS, AND THEREFORE ONLY APPROXIMATE LOCATIONS ARE INDICATED. IT IS POSSIBLE THAT THERE MAY BE UTILITIES SERVING THE AREA WHICH ARE NOT SHOWN ON THE PLANS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THEIR EXISTENCE AND EXACT LOCATION AND TO AVOID DAMAGE THERETO. NO CLAIMS FOR ADDITIONAL COMPENSATION WILL BE ALLOWED TO THE CONTRACTOR FOR ANY INTERFERENCE OR DELAY CAUSED BY SUCH WORK.

IOWA ONE CALL

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

CHRISTOPHER A. THOMPSON, P.E. Iowa Lic. No. 25323
11-05-24
My license renewal date is December 31, 2024

Pages or sheets covered by this seal:
ALL SHEETS

MMS CONSULTANTS, INC.
CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS
1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision
08-12-2024	PER CITY REVIEW
09-17-2024	PER CITY REVIEW
10-15-2024	PER CITY REVIEW

SITE LAYOUT AND DIMENSION PLAN

LOT 1, WATER TOWER PLACE
NORTH LIBERTY
JOHNSON COUNTY
IOWA

Date:	04-26-24
Designed by:	CAT
Drawn by:	HEH/TAV
Checked by:	CAT
Project No:	11030-008
Field Book No:	1350
Scale:	1"=40'
Sheet No:	C120

Exhibit C-1

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A1

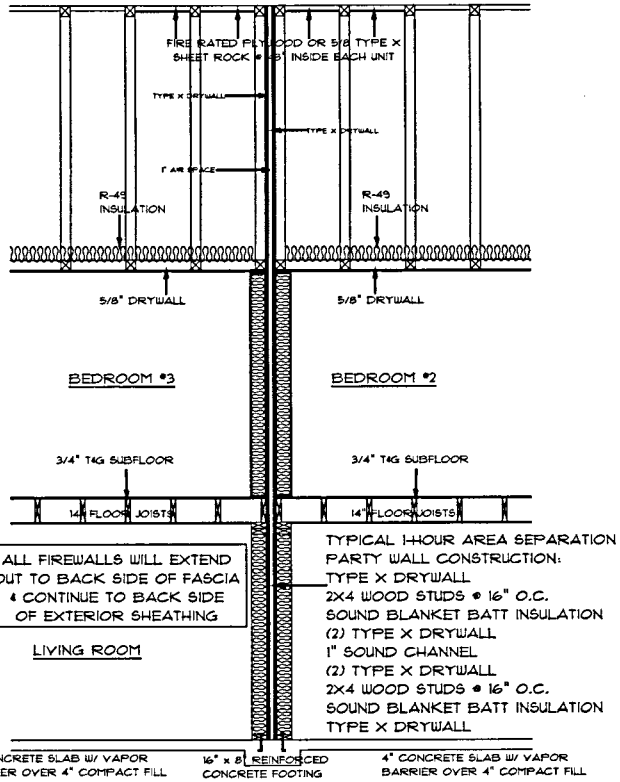
SCALE: ⅛" = 1'-0"
DATE: 05/28/2024
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: DM1868

DAHNOVAN BUILDERS

4-PLEX

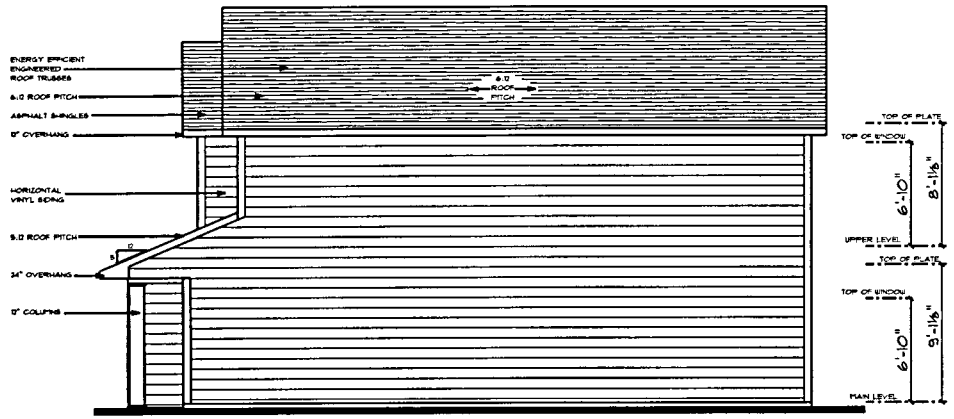
•DESIGN•ELEMENTS•
RESIDENTIAL • LIGHT COMMERCIAL DRAFTING
LONE TREE • IOWA • 52755
319•65 •5570
CHRISTHAMACHER@MSN.COM

REVISIONS

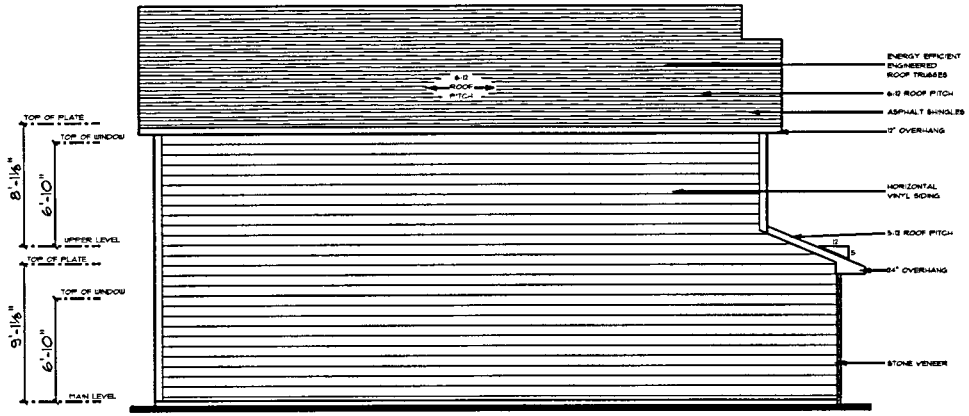


CROSS SECTION THRU TYPICAL
1 HOUR SEPARATION PARTY WALL

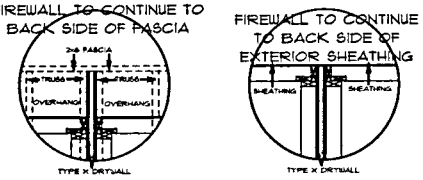
INSTALL AN APPROVED FIRE-RETARDANT-TREATED WOOD FOR A DISTANCE OF 4 FEET ON EACH SIDE OF THE WALL, OR ONE LAYER OF 5/8-INCH TYPE X GYPSUM BOARD IS INSTALLED DIRECTLY BENEATH THE ROOF DECK OR SHEATHING FOR A DISTANCE OF 4 FEET ON EACH SIDE OF WALL. WHERE ROOF SURFACES ADJACENT TO THE WALL ARE AT DIFFERENT ELEVATIONS AND THE HIGHER ROOF IS MORE THAN 30 INCHES ABOVE THE LOWER ROOF, THE WALL CONSTRUCTION FROM THE LOWER ROOF TO THE UNDERSIDE OF THE HIGHER ROOF DECK SHALL NOT HAVE LESS THAN A ONE HOUR FIRE RESISTANCE RATING. THE FIRE RESISTANCE RATING SHALL BE RATED FOR THE EXPOSURE FROM BOTH SIDES. - SEC R321.2



RIGHT ELEVATION



LEFT ELEVATION



FIRE WALL DETAILS

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REVISIONS

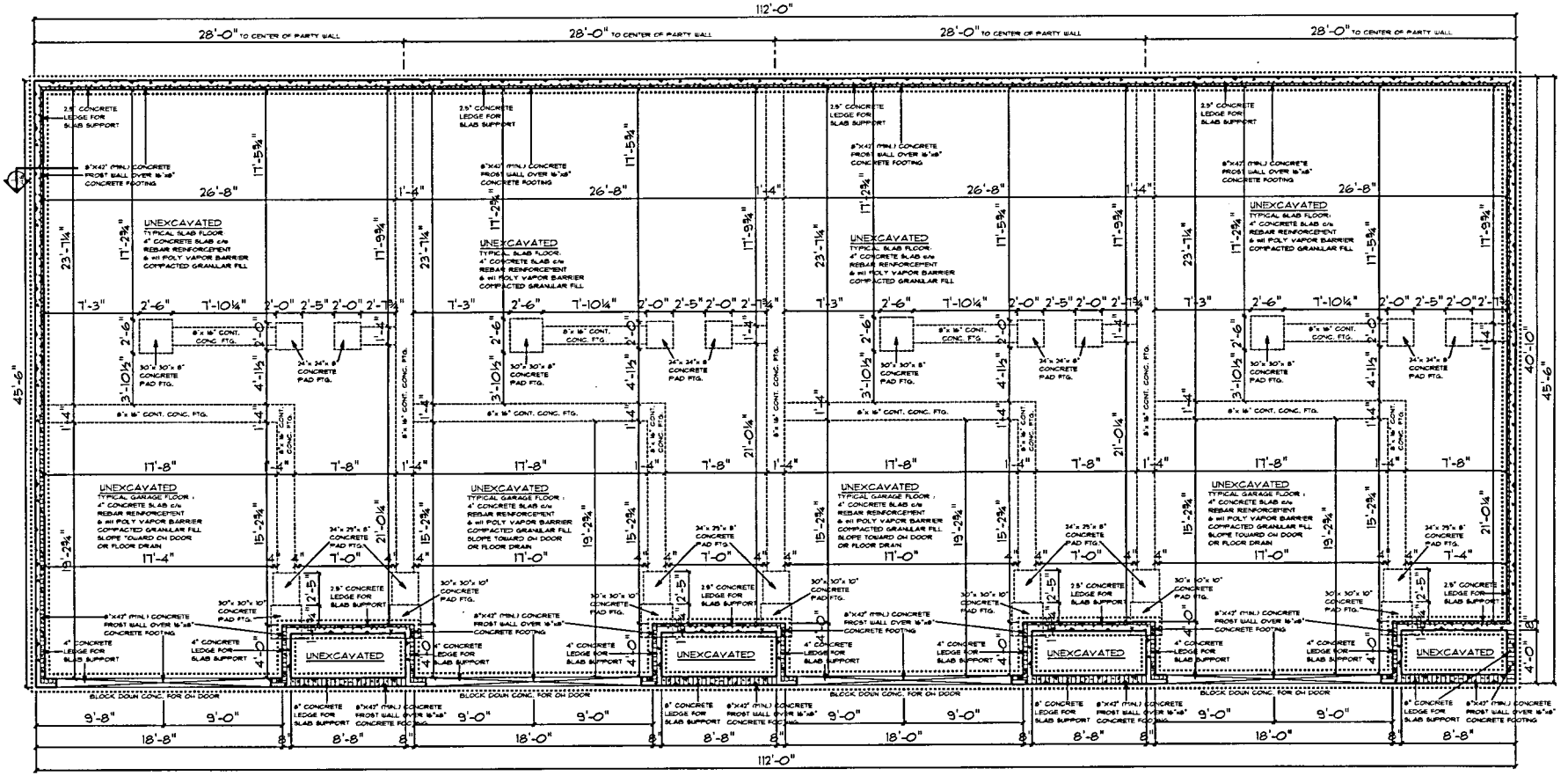
• DESIGN • ELEMENTS •
RESIDENTIAL & LIGHT COMMERCIAL DRAFTING
LAKE TELL • WI/A • 54755
715-654-4570
CHRISTINA@CLICKDESIGN.COM

DAHNOVAN BUILDERS
4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 05/28/2024
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 17M868

A1

DESIGN ELEMENTS IS NOT AN ARCHITECT OR ENGINEER AND CONSTRUCTION FROM THESE PLANS SHOULD FIRST BE REVIEWED BY A CONSTRUCTION PROFESSIONAL. THE CLIENT AND BUILDER OF THIS PLAN RELEASES DESIGN ELEMENTS FROM ANY CLAIMS OR LAWSUITS THAT COULD ARISE DURING USE OF THIS PLAN. IN CONSTRUCTION ALL STRUCTURAL MEMBERS, DIMENSIONS, AND DETAILS MUST BE CAREFULLY REVIEWED BY A STRUCTURAL DESIGN PROFESSIONAL.



FOUNDATION PLAN

FOUNDATION NOTES

- 1500 PSF SOIL BEARING PRESSURE ASSUMED FOR FOOTING DESIGN. MODIFY AS NEEDED IF DIFFERENT CONDITIONS ARE ENCOUNTERED
- DO NOT BACKFILL BASEMENT WALLS UNTIL FIRST FLOOR IS IN PLACE
- 3000 PSI CONCRETE (TYPICAL)
- DO NOT PLACE ANY FOOTINGS ON DISTURBED SOIL - IF ENCOUNTERED, OVER EXCAVATE AND EXTEND FOOTING DEPTH
- FOOTINGS ARE TO MEET LOCAL FROST FOOTING REQUIREMENTS

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REVISIONS

DESIGN ELEMENTS
RESIDENTIAL & LIGHT COMMERCIAL DRAFTING
LORI TELL • WVA • 52735
304-905-6570
CHRISTIANA CLER & DAUGHTER

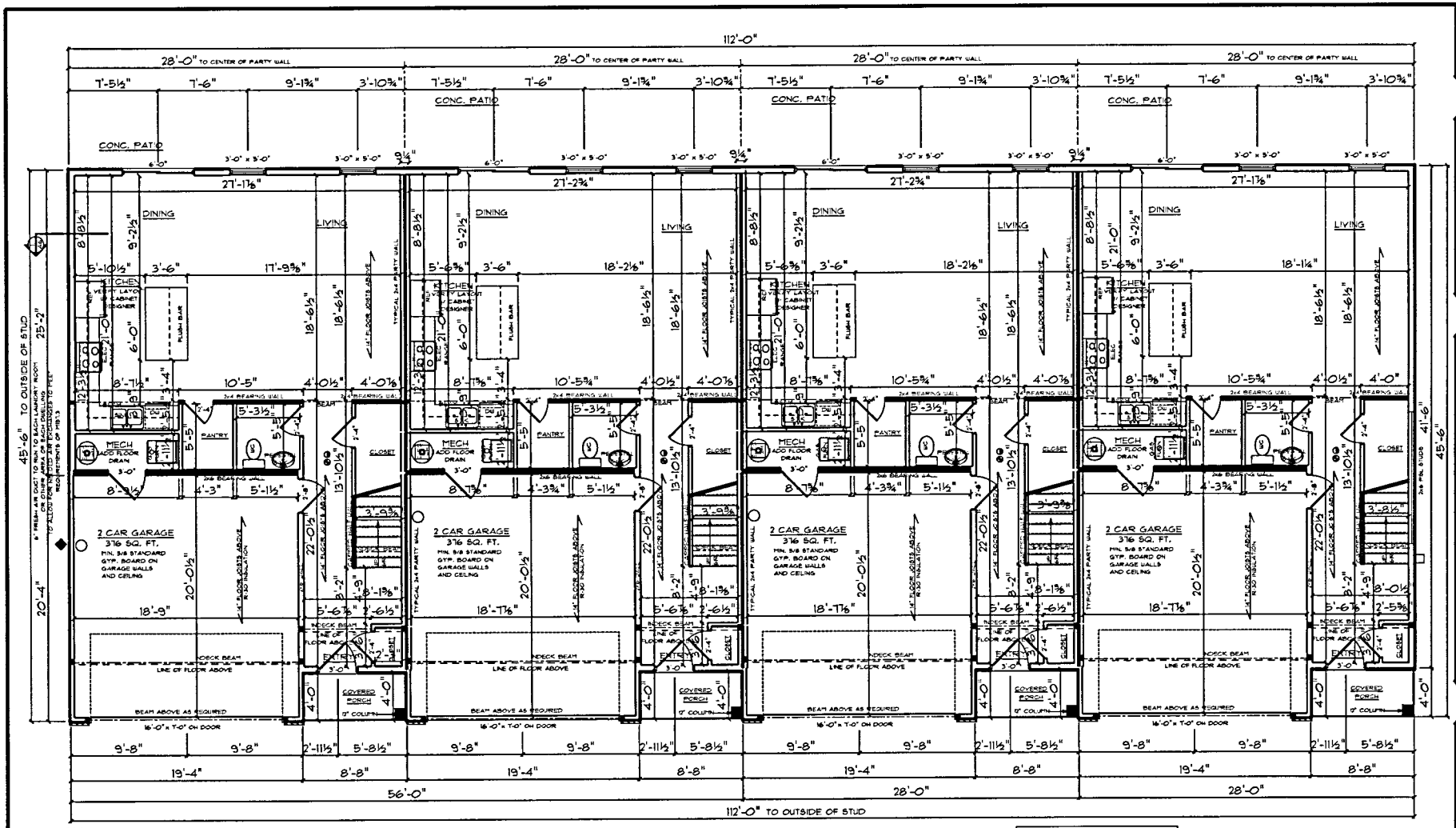
DAHNOVAN BUILDERS

4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 05/28/2024
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: DM1868

A3

DESIGN ELEMENTS IS NOT AN ARCHITECT OR ENGINEER AND CONSTRUCTION FROM THESE PLANS SHOULD FIRST BE REVIEWED BY A CONSTRUCTION PROFESSIONAL. THE CLIENT AND BUILDER OF THIS PLANS RELEASES DESIGN ELEMENTS FROM ANY CLAIMS OR LIABILITY THAT MAY ARISE DURING OR AFTER THE CONSTRUCTION OF THIS HOME OR BUILDING. IN CONCLUSION ALL STRUCTURAL MEMBERS, DIMENSIONS, AND DETAILS MUST BE CAREFULLY REVIEWED BY A STRUCTURAL DESIGN PROFESSIONAL



NOTES

- 9'-1 1/8" WALL HEIGHT UNLESS NOTED
- SLIDER WINDOWS UNLESS NOTED
- USE TEMPERED GLASS WHERE NEEDED TO MEET CODE REQUIREMENTS
- ALL DIMENSIONS ARE FRAME TO FRAME
- ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF CONSTRUCTION
- ALL EXTERIOR WALLS ARE 2x6'S AT 16" OC
- ALL INTERIOR WALLS ARE 2x4'S AT 16"OC
- GARAGE WALLS ARE 2x4'S AT 16" OC
- 2x6 PLUMBING WALLS AS REQUIRED
- BEAM SIZES AND POST SPACING ARE TO BE DETERMINED BY OTHERS
- ACTUAL TJI FLOOR LAYOUT AND SPACING BY TPPG.
- 24" CLEARANCE IN FRONT OF OPENING TO SHOWER
- 21" CLEARANCE IN FRONT OF WATER CLOSET
- STAIRS - MAX. RISE: 7 3/4" - MIN. RUN: 10"
- LOCATION OF ATTIC ACCESS IS TO BE DETERMINED BY GENERAL CONTRACTOR
- SMOKE DETECTORS ARE TO BE INSTALLED IN ALL BEDROOM, HALLWAYS AND AT ALL STAIRWELLS PER CODE
- ALL ANGLED INTERIOR WALLS ARE 45 DEGREES
- ALL EXTERIOR & BEARING WALL OPENINGS TO HAVE 2-PLY 2x12 HEADERS AS REQUIRED UNLESS SPECIFIED BY ENGINEER
- MIN. R-8 ON ANY DUCTS OVER UNCONDITIONED SPACES

MAIN LEVEL FLOOR PLAN

MAIN LEVEL:	847 SQ. FT.
UPPER LEVEL:	1071 SQ. FT.
TOTAL SQ. FT.:	1918 SQ. FT.

- ◐ - CARBON MONOXIDE DETECTOR
- ◉ - SMOKE DETECTOR
- □ INDICATES GAS METER
- ◆ INDICATES ELECTRIC METER
- ○ INDICATES ELECTRIC PANEL

GAS REGULATOR VENT SEPERATION 36" HORIZONTALLY OR 6' BELOW ELECTRIC METER, FRESH AIR INLET OR WINDOW

U-FACTOR OF WINDOWS- .30
FURNACE AFUE- 95%
WATER HEATER EFFICIENCY- .92
AC SEER- 14

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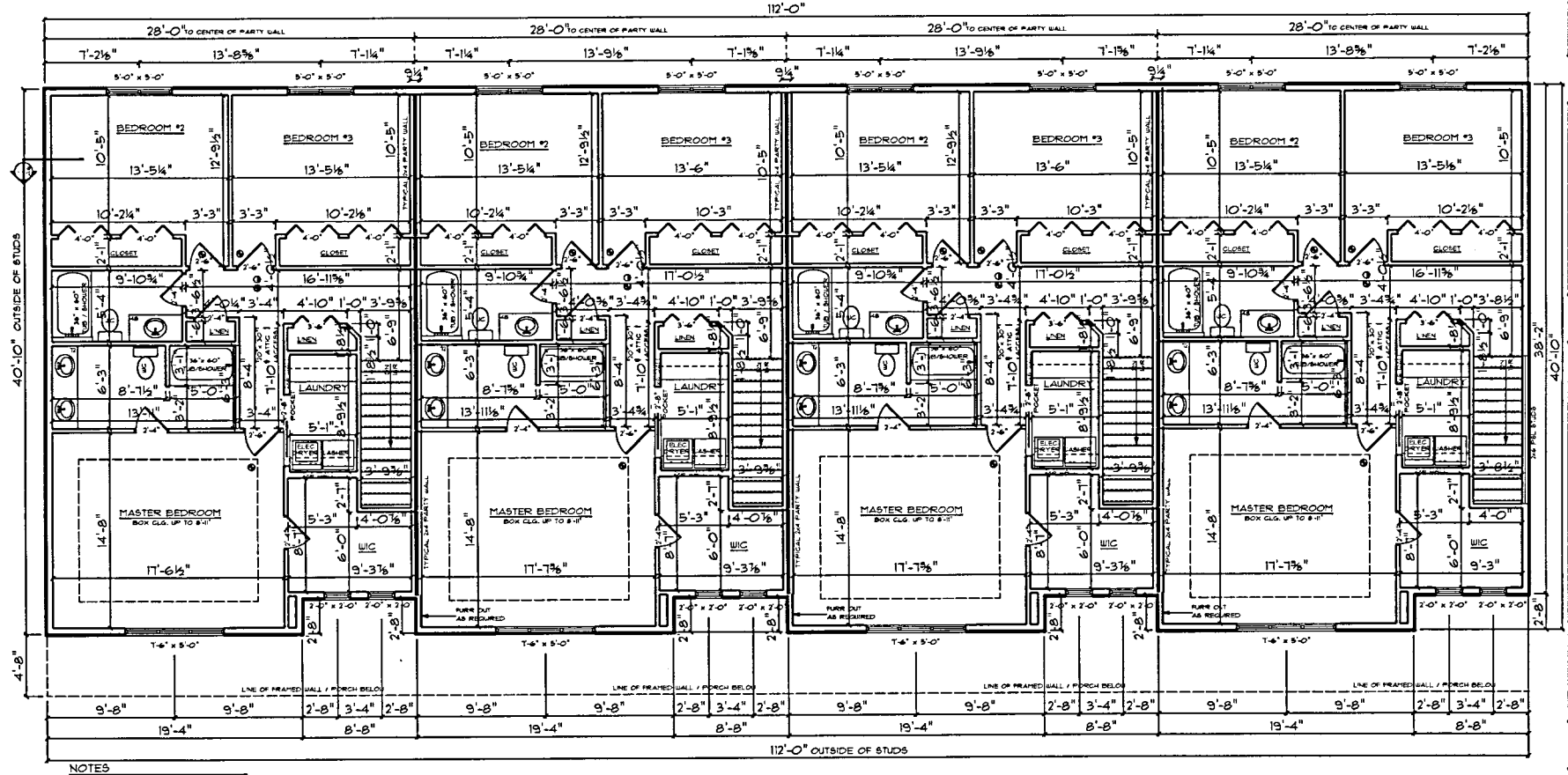
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LORI TYLER • 40VIA • 92399
949-858-8579
CAD@THOMASGUIDE.COM

DAHNOYAN BUILDERS
4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 05/28/2024
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 17M868

A4

A SIGN ELEMENTS IS NOT AN ARCHITECT OR ENGINEER AND CONSTRUCTION FROM THESE PLANS SHOULD THEY BE REVIEWED BY A CONSTRUCTION PROFESSIONAL. THE CLIENT AND BUILDER OF THE PLANS RELEASES DESIGN ELEMENTS FROM ANY CLAIMS OR LIABILITIES THAT COULD ARISE FROM THE CONSTRUCTION OR USE OF THE HOME OR BUILDING. IN CONCLUSION, ALL STRUCTURAL MEMBERS, DIMENSIONS, AND DETAILS MUST BE CAREFULLY REVIEWED BY A STRUCTURAL DESIGNER.



NOTES

- 8'-1 1/8" WALL HEIGHT UNLESS NOTED
- SLIDER WINDOWS UNLESS NOTED
- USE TEMPERED GLASS WHERE NEEDED TO MEET CODE REQUIREMENTS
- ALL DIMENSIONS ARE FRAME TO FRAME
- ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF CONSTRUCTION
- ALL EXTERIOR WALLS ARE 2x6'S AT 16" OC
- ALL INTERIOR WALLS ARE 2x4'S AT 16"OC
- GARAGE WALLS ARE 2x4'S AT 16" OC
- 2x6 PLUMBING WALLS AS REQUIRED
- BEAM SIZES AND POST SPACING ARE TO BE DETERMINED BY OTHERS
- ACTUAL TJI FLOOR LAYOUT AND SPACING BY MFG.
- 24" CLEARANCE IN FRONT OF OPENING TO SHOWER
- 21" CLEARANCE IN FRONT OF WATER CLOSET
- STAIRS - MAX. RISE, 7 3/4" - MIN. RUN: 10"
- LOCATION OF ATTIC ACCESS IS TO BE DETERMINED BY GENERAL CONTRACTOR
- SMOKE DETECTORS ARE TO BE INSTALLED IN ALL BEDROOM, HALLWAYS AND AT ALL STAIRWELLS PER CODE
- ALL ANGLED INTERIOR WALLS ARE 45 DEGREES
- ALL EXTERIOR 4 BEARING WALL OPENINGS TO HAVE 2-PLY 2x12 HEADERS AS REQUIRED UNLESS SPECIFIED BY ENGINEER
- MIN. R-8 ON ANY DUCTS OVER UNCONDITIONED SPACES

UPPER LEVEL FLOOR PLAN

MAIN LEVEL:	847 SQ. FT.
UPPER LEVEL:	1071 SQ. FT.
TOTAL SQ. FT.:	1918 SQ. FT.

CO - CARBON MONOXIDE DETECTOR
SD - SMOKE DETECTOR

U-FACTOR OF WINDOWS- .30
FURNACE AFUE- 95%
WATER HEATER EFFICIENCY- .92
AC SEER- 14

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CHRISTIANACADEMY@AOL.COM

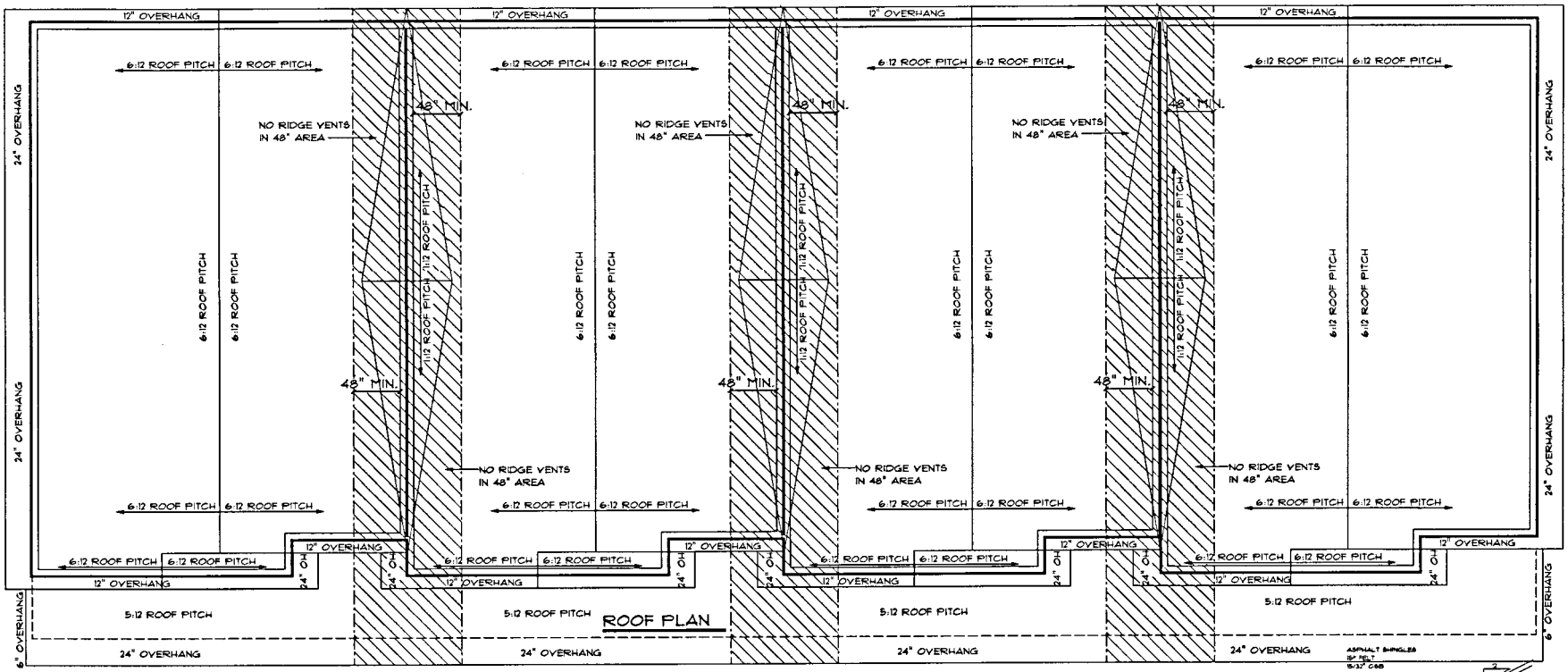
DAHNOYAN BUILDERS

4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 05/28/2024
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 17A1858

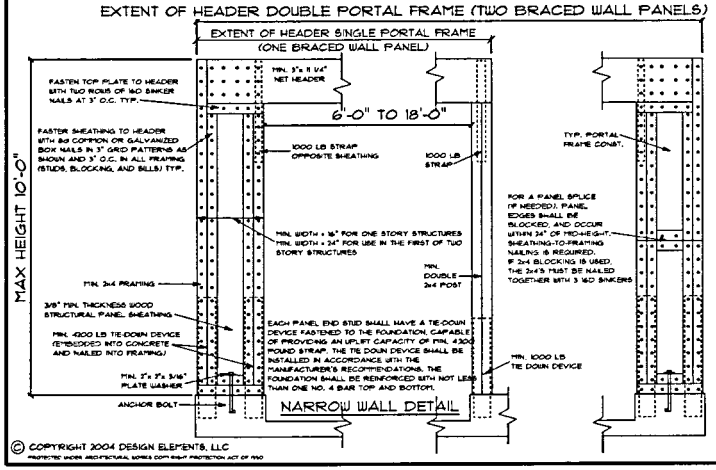
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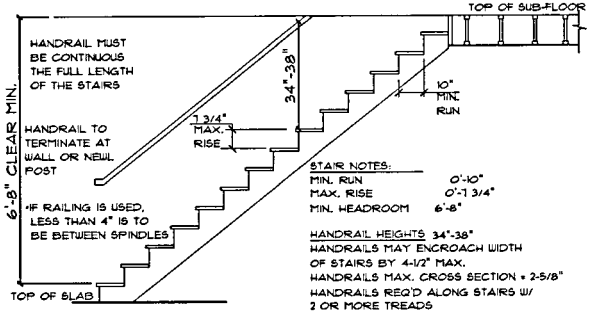
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ROOF PLAN

EXTENT OF HEADER DOUBLE PORTAL FRAME (TWO BRACED WALL PANELS)





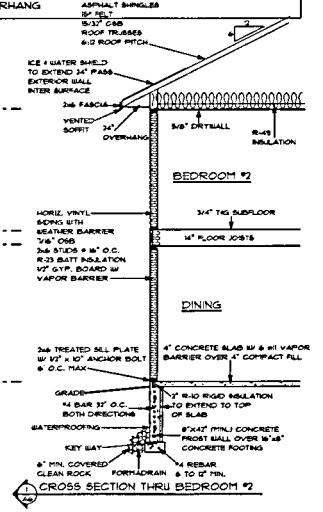
STAIR NOTES:

MIN. RUN	0'-10"
MAX. RISE	0'-7 3/4"
MIN. HEADROOM	6'-8"

HANDRAIL HEIGHTS 34"-38"
HANDRAILS MAY ENCROACH WIDTH OF STAIRS BY 4-1/2" MAX.
HANDRAILS MAX. CROSS SECTION = 2-5/8"
HANDRAILS REQ'D ALONG STAIRS W/ 2 OR MORE TREADS

GUARDRAIL HEIGHTS FOR PORCHES/DECKS MIN. 36"
GUARDRAIL REQUIRED IF FLOOR (DECK/PORCH)SURFACE IS LOCATED 30" ABOVE THE GRADE/FLOOR.
GUARDRAIL SHALL NOT BE LESS THAN 36" IN HEIGHT.

TYPICAL STAIR SECTION
NOT TO SCALE



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559-654-4570
CHRISTIANA@CLOVIS.NET

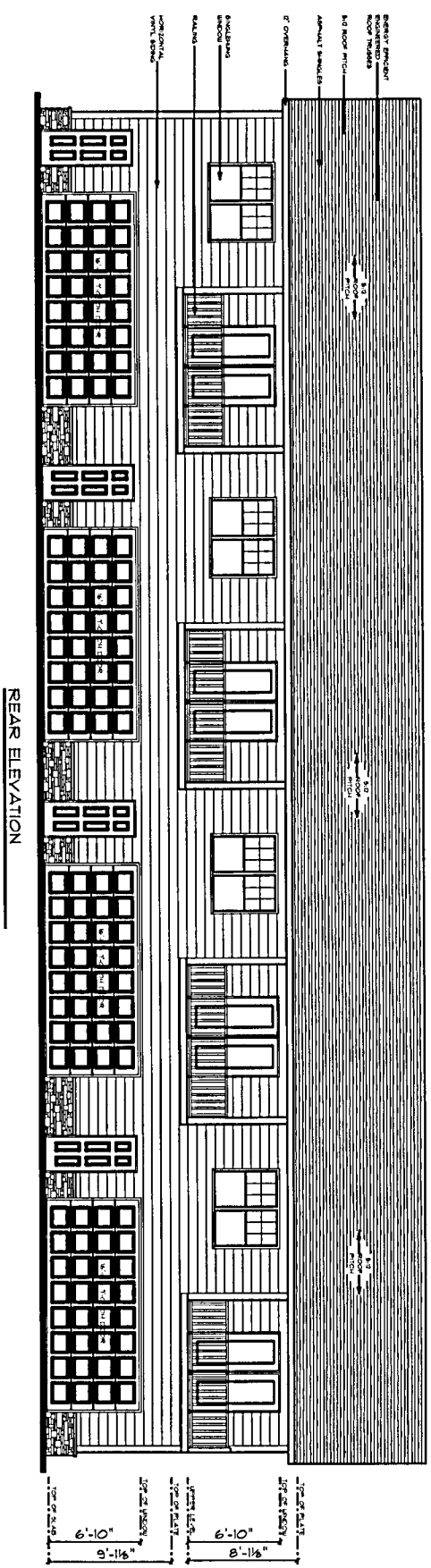
DAHNOYAN BUILDERS
4-PLEX

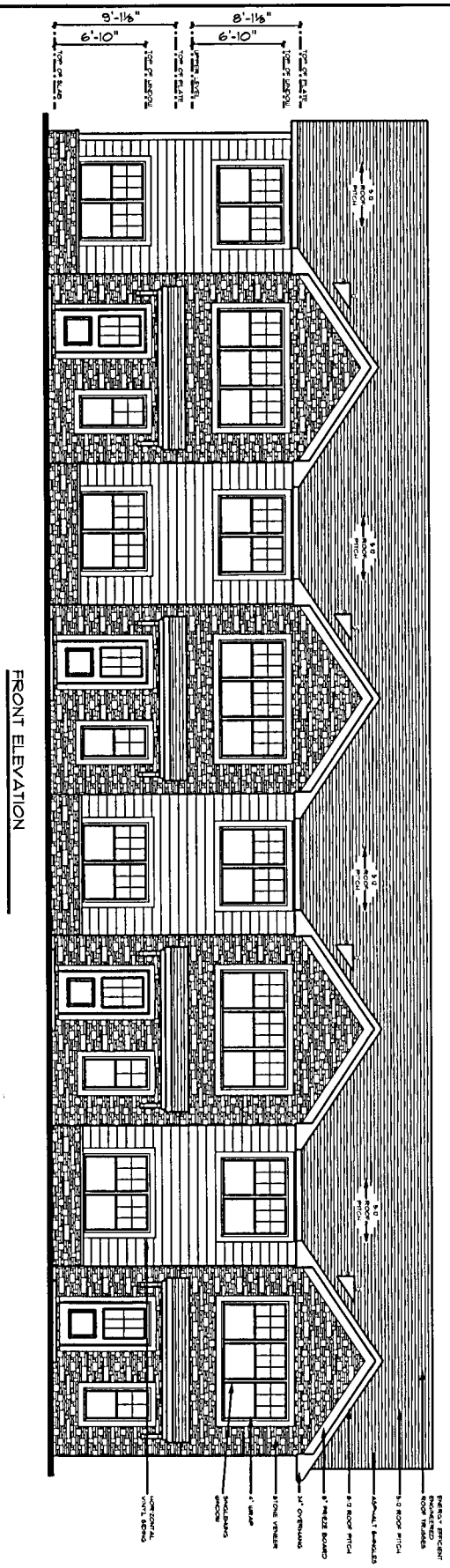
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DATE: 05/28/2024
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: DM1858

A6

DESIGN ELEMENTS IS NOT AN ARCHITECT OR ENGINEER AND CONSTRUCTION FROM THESE PLANS SHOULD FIRST BE REVIEWED BY A CONSTRUCTION PROFESSIONAL. THE CLIENT AND BUILDER OF THIS PLAN RELEASES DESIGN ELEMENTS FROM ANY CLAIMS OR LIABILITIES THAT COULD ARISE DURING OR AFTER THE CONSTRUCTION OF THIS PLAN. THE CONSTRUCTION OF ALL STRUCTURAL MEMBERS, DIMENSIONS, AND DETAILS MUST BE CAREFULLY REVIEWED BY A STRUCTURAL DESIGN PROFESSIONAL

Exhibit C-2





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A1

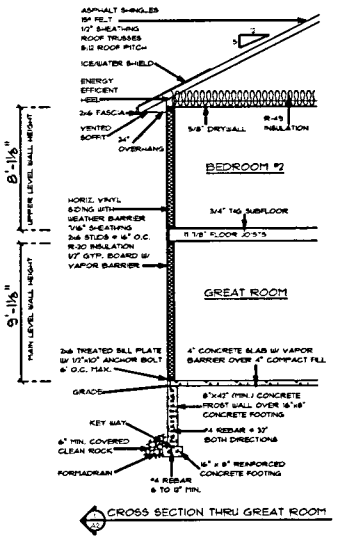
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DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 23M 2270

DAHNOVAN BUILDERS

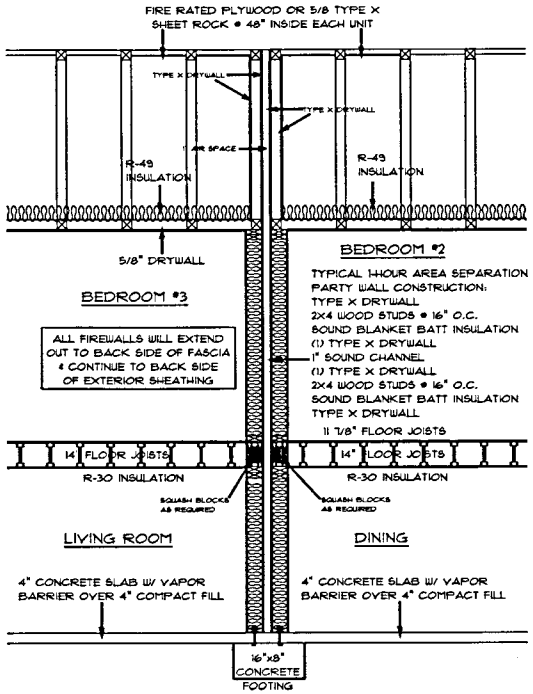
REAR LOAD SLAB 4-PLEX

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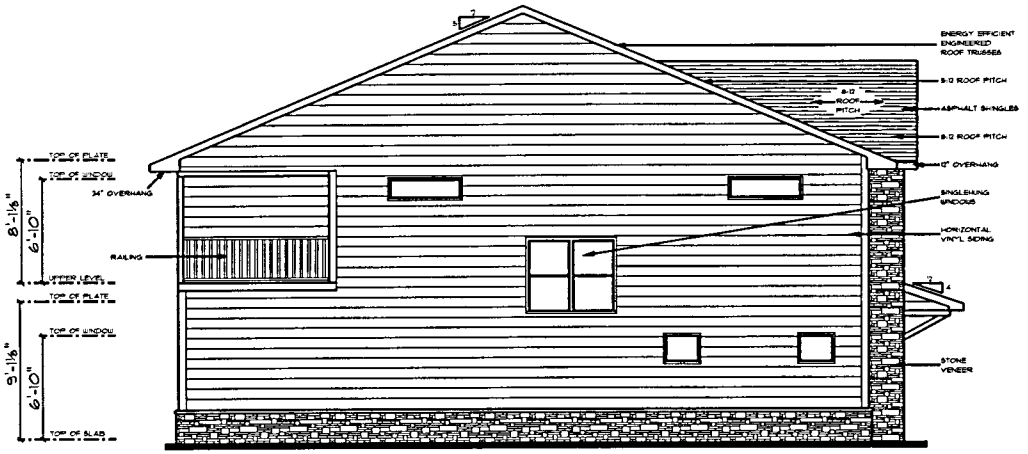
CROSS SECTION THRU GREAT ROOM



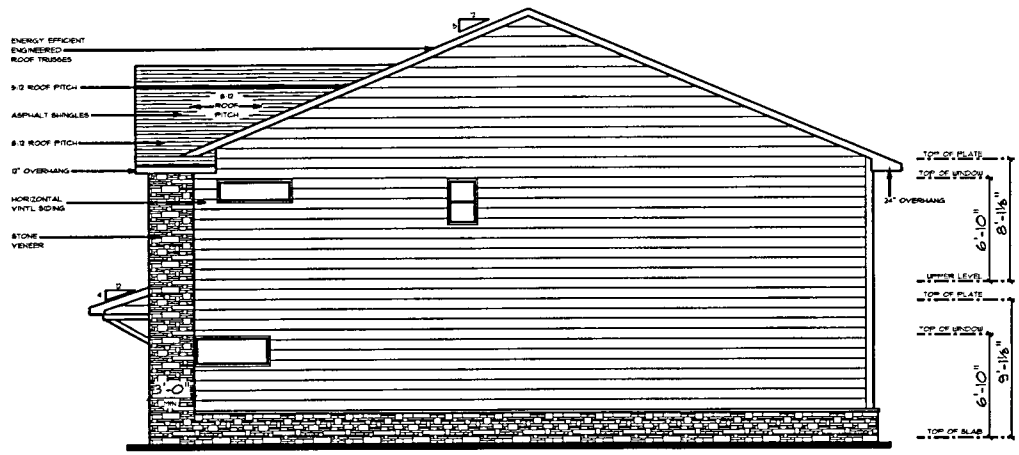
CROSS SECTION THRU TYPICAL 1 HOUR SEPARATION PARTY WALL

UL LISTING DESIGN NO. U314

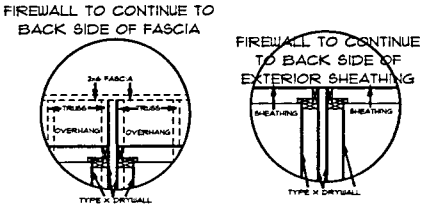
INSTALL AN APPROVED FIRE-RETARDANT-TREATED WOOD FOR A DISTANCE OF 4 FEET ON EACH SIDE OF THE WALL, OR ONE LAYER OF 5/8-INCH TYPE X GYPSUM BOARD IS INSTALLED DIRECTLY BENEATH THE ROOF DECK OR SHEATHING FOR A DISTANCE OF 4 FEET ON EACH SIDE OF WALL. WHERE ROOF SURFACES ADJACENT TO THE WALL ARE AT DIFFERENT ELEVATIONS AND THE HIGHER ROOF IS MORE THAN 30 INCHES ABOVE THE LOWER ROOF, THE WALL CONSTRUCTION FROM THE LOWER ROOF TO THE UNDERSIDE OF THE HIGHER ROOF DECK SHALL NOT HAVE LESS THAN A ONE HOUR FIRE RESISTANCE RATING. THE FIRE RESISTANCE RATING SHALL BE RATED FOR THE EXPOSURE FROM BOTH SIDES. - SEC R321.2



LEFT ELEVATION



RIGHT ELEVATION



FIRE WALL DETAILS

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414-659-6665
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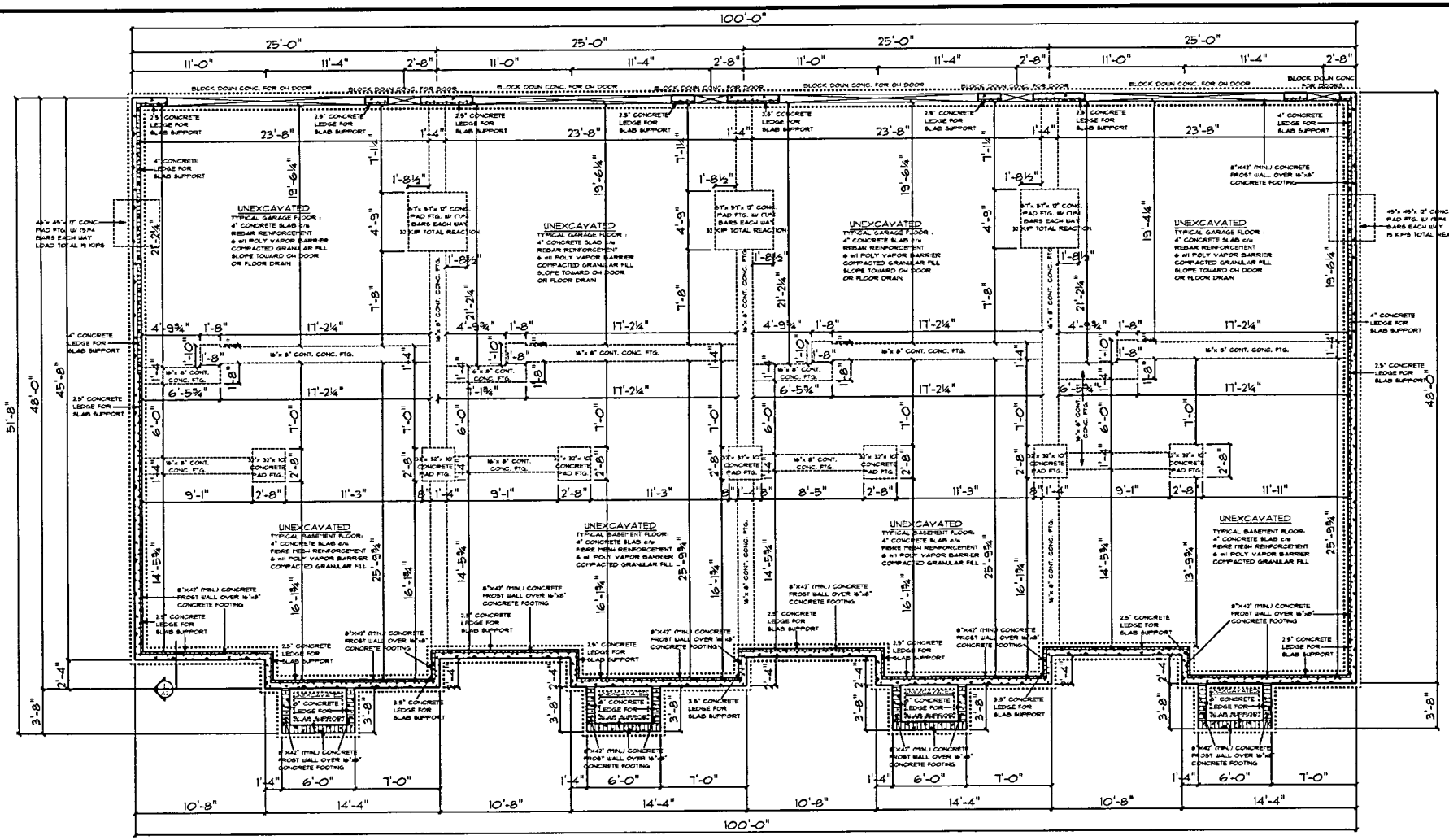
DAHNOVAN BUILDERS

REAR LOAD SLAB 4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 1/25/2023
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 23M.2270

A2

ALL DESIGN ELEMENTS AND ARE NOT AN ARCHITECT OR ENGINEER AND CONSTRUCTION FROM THESE PLANS SHOULD MUST BE REVIEWED BY A CONSTRUCTION PROFESSIONAL. THE CLIENT AND BUILDER OF THESE PLANS AGREES AND ALL SUCH CLIENTS & BUILDERS FROM ANY CLAIMS OR LAWSUITS THAT COULD ARISE DURING OR AFTER THE CONSTRUCTION OF THIS HOME OR THIS PLAN. IN CONFORMING ALL STRUCTURAL MEMBERS, HEADERS AND BEAMS SHOULD BE CHECKED BY YOUR LOCAL BUILDING OFFICIAL OR A STRUCTURAL ENGINEER PRIOR TO BUILDING.



FOUNDATION PLAN

FOUNDATION NOTES

- 1500 PSF SOIL BEARING PRESSURE ASSUMED FOR FOOTING DESIGN. MODIFY AS NEEDED IF DIFFERENT CONDITIONS ARE ENCOUNTERED
- DO NOT BACKFILL BASEMENT WALLS UNTIL FIRST FLOOR IS IN PLACE
- 3000 PSI CONCRETE (TYPICAL)
- DO NOT PLACE ANY FOOTINGS ON DISTURBED SOIL - IF ENCOUNTERED, OVER EXCAVATE AND EXTEND FOOTING DEPTH
- FOOTINGS ARE TO MEET LOCAL FROST FOOTING REQUIREMENTS

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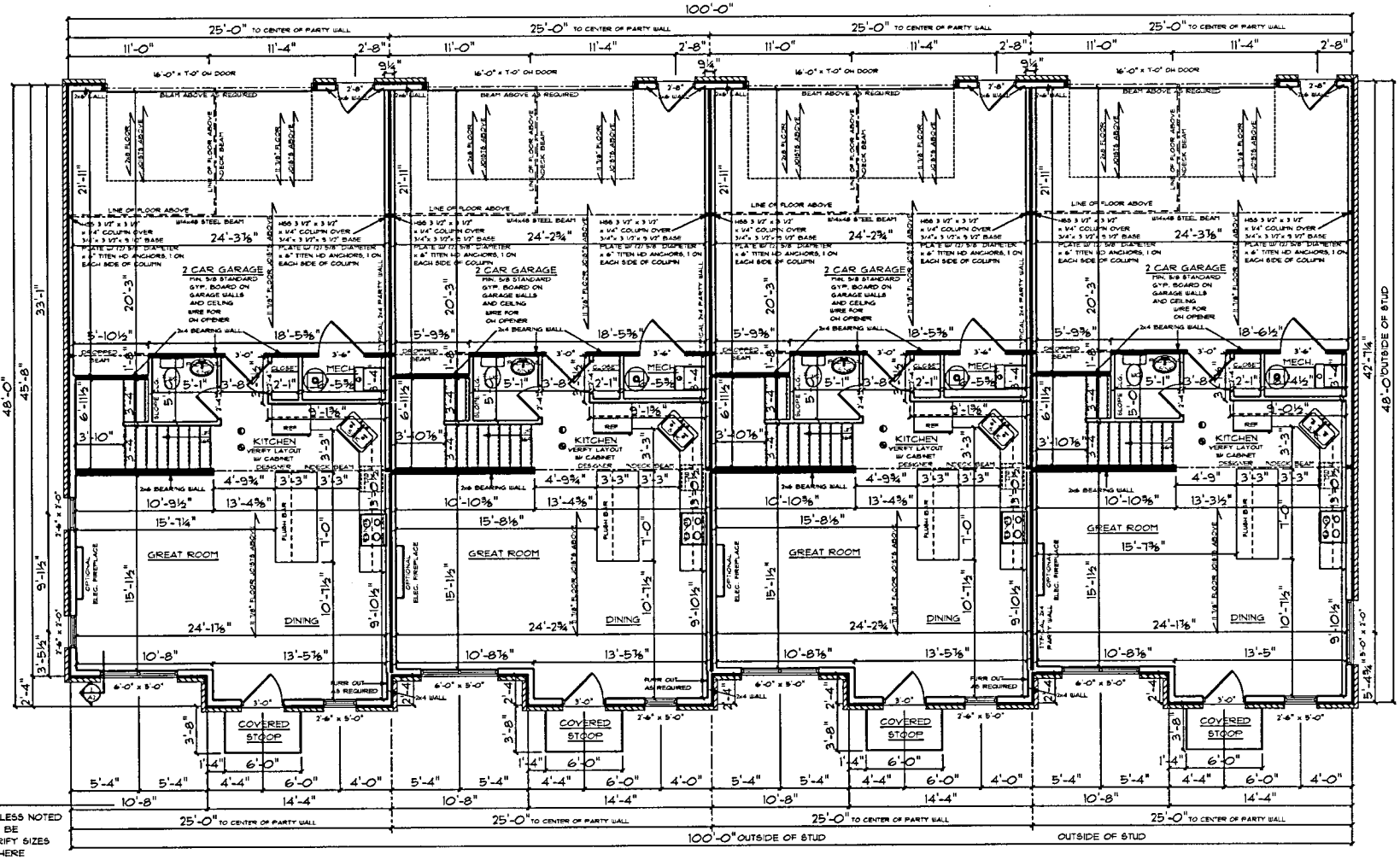
DAHNOVAN BUILDERS

REAR LOAD SLAB 4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 1/25/2025
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 25M 2270

A3

ALL WORK CLAIMED TO NOT BE ARCHITECTURAL DRAWINGS AND CONSTRUCTION FROM THESE PLANS, SHALL FIRST BE SEALED BY A CONSTRUCTION PROFESSIONAL. THE CLIENT AND BUILDER AS THEIR AGENTS ARE TO ENSURE ALL DESIGN ELEMENT'S FROM ANY CLAIMS OR LAWSUITS THAT COULD ARISE DURING OR AFTER THE CONSTRUCTION OF THIS HOME OR BUILDING. IF CONCLUSIVE ALL STRUCTURAL MEMBERS, ENGINEERS AND DETAILS MUST BE SPECIFICALLY SEALED AND SIGNED BY A STRUCTURAL DESIGN ENGINEER.



NOTES

- 9'-1 1/8" WALL HEIGHTS UNLESS NOTED
- SINGLE/HUNG WINDOWS TO BE USED THROUGHOUT - VERIFY SIZES
- USE TEMPERED GLASS WHERE REQUIRED TO MEET CODE REQUIREMENTS
- ALL DIMENSIONS ARE FRAME TO FRAME
- ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OF CONSTRUCTION
- VERIFY SIZE AND SPACING OF FLOOR JOISTS WITH SUPPLIER
- EXTERIOR WALLS ARE 2x6'S AT 16" O.C.
- GARAGE LEVEL WALLS ARE 2 x6'S AT 16" O.C.
- INTERIOR WALLS ARE 2x4'S AT 16" O.C.
- 2x6 PLUMBING WALLS AS REQUIRED
- 24" CLEARANCE IN FRONT OF OPENING TO SHOWER
- 21" CLEARANCE IN FRONT OF WATER CLOSET
- STAIRS - MIN. RUN: 10" - MAX. RISE: 7 3/4"
- ATTIC ACCESS LOCATION TO BE DETERMINED BY GENERAL CONTRACTOR

CO - CARBON MONOXIDE DETECTOR
SD - SMOKE DETECTOR

MAIN LEVEL FLOOR PLAN

MAIN LEVEL SQ. FT.:	648 SQ. FT.
UPPER LEVEL SQ. FT.:	996 SQ. FT.
TOTAL SQ. FT.:	1644 SQ. FT.

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LAKE TELL • IL • 60030
PH: 847-739-0885
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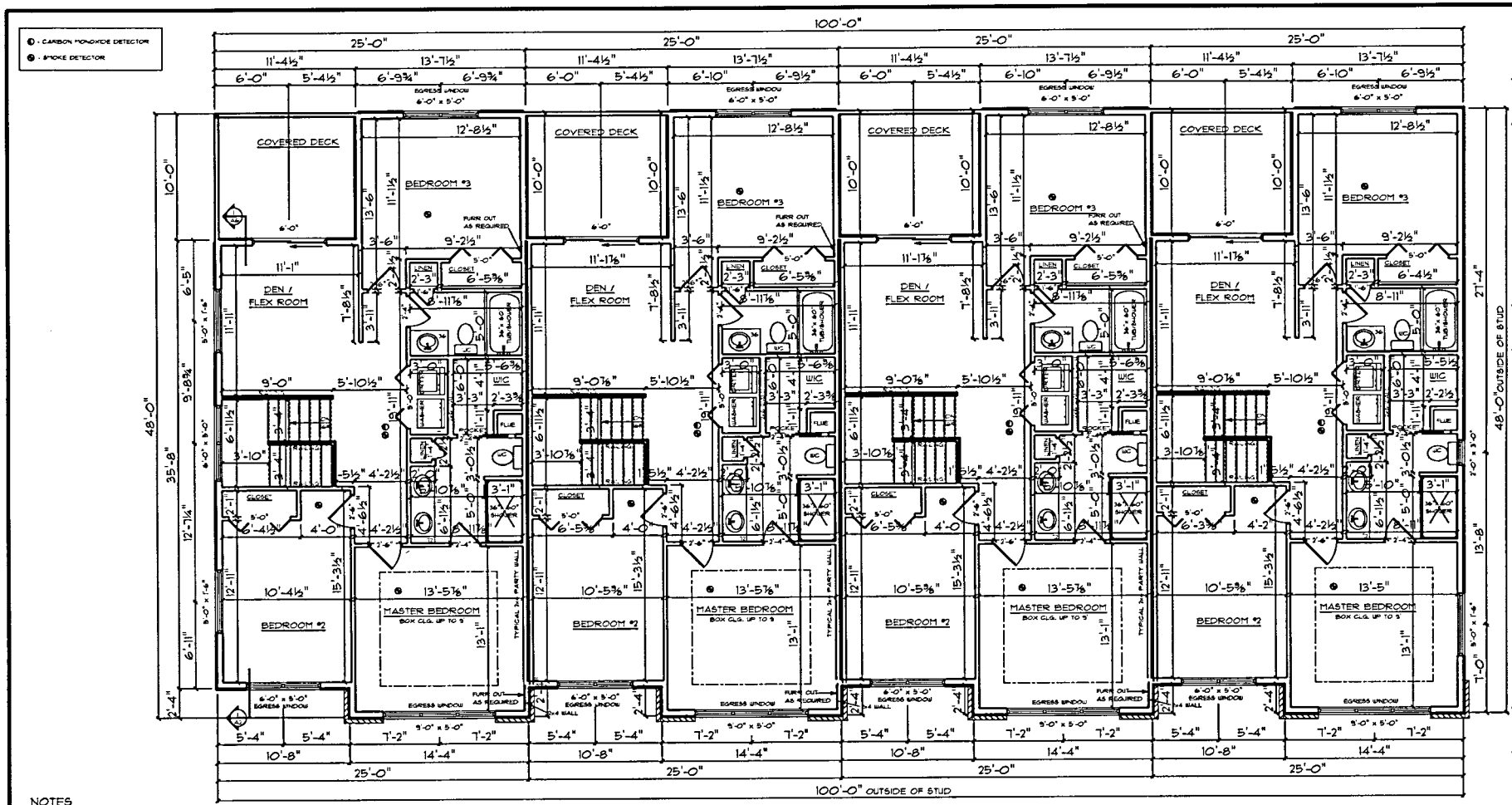
DAHNOVAN BUILDERS

REAR LOAD SLAB 4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 1/25/2023
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 23M2270

A4

ALL DESIGN ELEMENTS DRAWINGS ARE INSTRUMENTS OF SERVICE AND SHALL REMAIN THE PROPERTY OF DESIGN ELEMENTS. ALL DRAWINGS ARE NOT TO BE USED, REVISED OR COPIED IN ANY FORM OR MANNER WHATSOEVER, FOR ANY PURPOSE OTHER THAN THE EXACT PROJECT AND SITE FOR WHICH THEY ARE PREPARED, WITHOUT THE EXPRESS WRITTEN PERMISSION AND APPROPRIATE COMPENSATION TO AND APPROVAL OF DESIGN ELEMENTS. ANY UNAUTHORIZED USE, REVISION OR COPYING OF THESE DRAWINGS IS PROHIBITED AND WILL RESULT IN LEGAL ACTION BEING TAKEN AGAINST THE PERSON OR FIRM RESPONSIBLE. THE ARCHITECT WILL DEFEND, INDEMNIFY AND HOLD HARMLESS THE OWNER AND ALL OWNER'S AGENTS AND EMPLOYEES FROM ANY AND ALL CLAIMS, LIABILITY AND ATTORNEY'S FEES CAUSED BY THE ARCHITECT'S NEGLIGENT PERFORMANCE OF THESE SERVICES. ALL DESIGN ELEMENTS DRAWINGS ARE NOT TO BE USED FOR CONSTRUCTION PURPOSES UNLESS THE ARCHITECT HAS PERFORMED CONSTRUCTION ADMINISTRATION SERVICES AND HAS ISSUED THE DRAWINGS FOR CONSTRUCTION. THE CLIENT AND BUILDER AGREE TO HOLD HARMLESS AND INDEMNIFY THE ARCHITECT FOR ANY AND ALL LIABILITY, REAL OR ALLEGED, IN CONNECTION WITH THE USE OF THESE DRAWINGS FOR CONSTRUCTION PURPOSES BEFORE THE ISSUANCE OF THE CONSTRUCTION SET. IN CASE OF ANY CONFLICT BETWEEN THE DRAWINGS AND SPECIFICATIONS, THE SPECIFICATIONS SHALL GOVERN. IN CASE OF ANY DISCREPANCY BETWEEN FIGURED AND SCALED DIMENSIONS, THE FIGURED DIMENSIONS SHALL GOVERN. ALL DIMENSIONS AND CONDITIONS SHALL BE VERIFIED BY THE CONTRACTOR BEFORE THE COMMENCEMENT OF ANY WORK. ANY DISCREPANCIES SHALL BE REPORTED TO THE ARCHITECT IMMEDIATELY. ALL DESIGN ELEMENTS DRAWINGS ARE NOT TO BE SCALED. ALL DESIGN ELEMENTS DRAWINGS ARE PROTECTED UNDER THE ARCHITECTURAL WORKS COPYRIGHT PROTECTION ACT OF 1990.



NOTES

- 8'-1 1/8" WALL HEIGHTS UNLESS NOTED
- SINGLEHUNG WINDOWS TO BE USED THROUGHOUT - VERIFY SIZES
- USE TEMPERED GLASS WHERE REQUIRED TO MEET CODE REQUIREMENTS
- ALL DIMENSIONS ARE FRAME TO FRAME
- ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OF CONSTRUCTION
- VERIFY SIZE AND SPACING OF FLOOR JOISTS WITH SUPPLIER
- EXTERIOR WALLS ARE 2x6'S AT 16" O.C.
- GARAGE LEVEL WALLS ARE 2 x6'S AT 16" O.C.
- INTERIOR WALLS ARE 2x4'S AT 16" O.C.
- 2x6 PLUMBING WALLS AS REQUIRED
- 24" CLEARANCE IN FRONT OF OPENING TO SHOWER
- 21" CLEARANCE IN FRONT OF WATER CLOSET
- STAIRS - MIN. RUN: 10" - MAX. RISE: 7 3/4"
- ATTIC ACCESS LOCATION TO BE DETERMINED BY GENERAL CONTRACTOR

UPPER LEVEL FLOOR PLAN

MAIN LEVEL SQ. FT.:	648 SQ. FT.
UPPER LEVEL SQ. FT.:	996 SQ. FT.
TOTAL SQ. FT.:	1644 SQ. FT.

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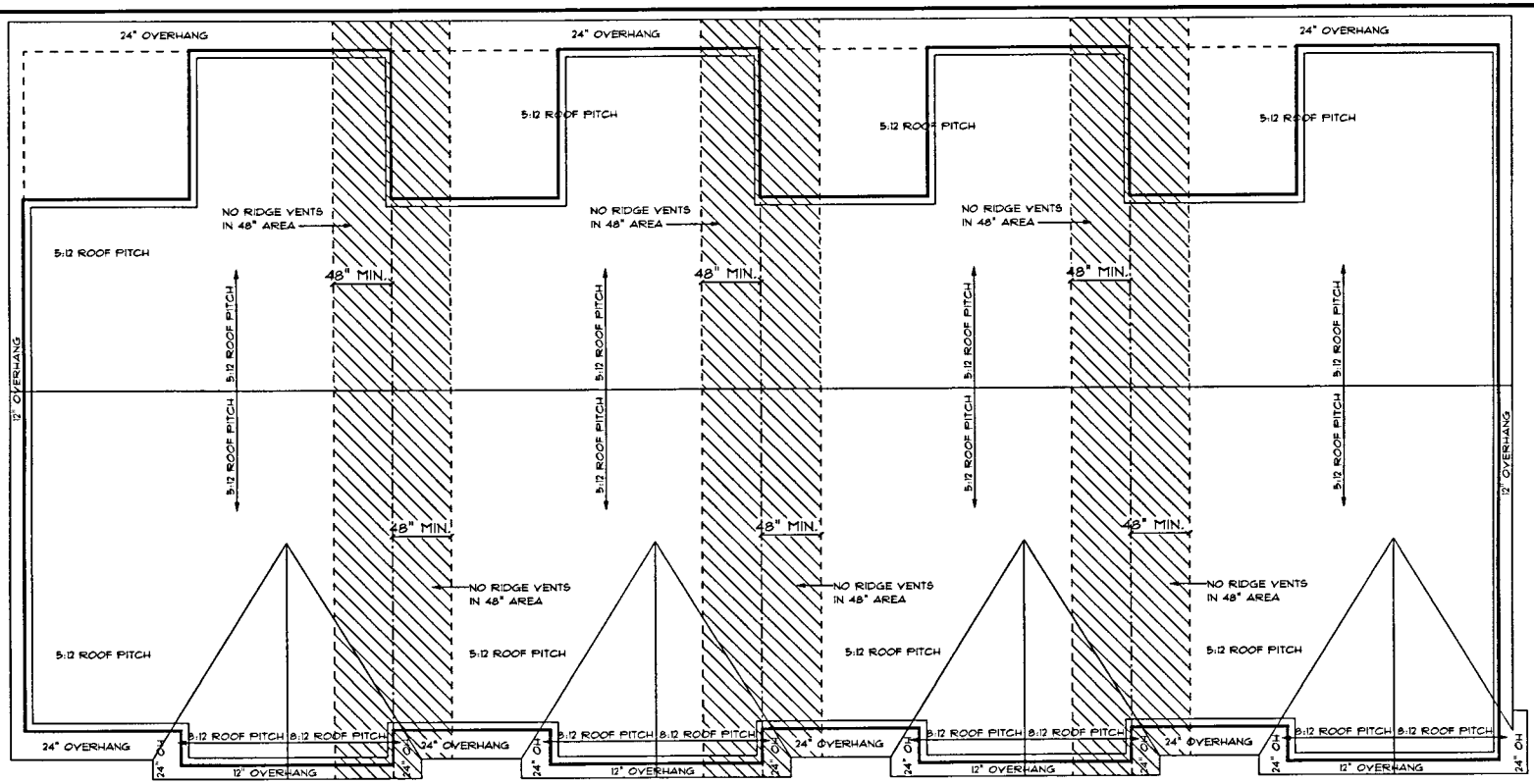
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DAHNOVAN BUILDERS
REAR LOAD SLAB 4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 1/25/2025
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 25M.2270

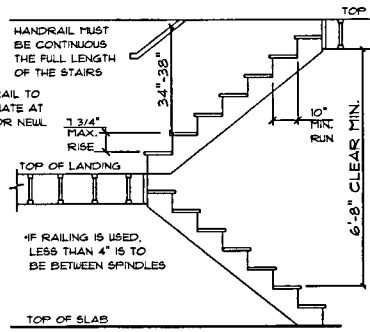
• A5 •

DESIGN ELEMENTS LLC IS NOT AN ARCHITECT OR ENGINEER AND CONSTRUCTION PLANS THAT WE PROVIDE SHALL NOT BE RELIED UPON AS CONSTRUCTION PLANS UNTIL THE CLIENT AND HAS HAD AT TWO PLANS SEALED BY A DESIGN ELEMENTS FIRM ANY CLAIMS WE MAY HAVE AS TO WHAT COULD HAVE BEEN DONE AFTER THE CONSTRUCTION HAS BEEN COMPLETED. IN CONCLUSION ALL STRUCTURAL MEMBERS, BRACINGS AND DETAILS MUST BE CORRECTLY RELIED UPON BY A STRUCTURAL ENGINEER PRIOR TO BUILDING.



TYPICAL STAIR SECTION

NOT TO SCALE



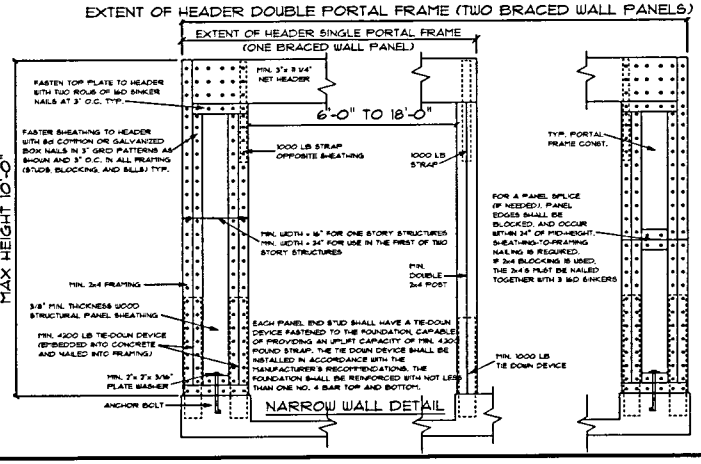
STAIR NOTES:

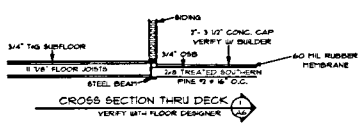
MIN. RUN	0'-10"
MAX. RISE	0'-7 3/4"
MIN. HEADROOM	6'-8"

HANDRAIL HEIGHTS 34"-38"
HANDRAILS MAY ENCROACH WIDTH OF STAIRS BY 4-1/2" MAX.
HANDRAILS MAX. CROSS SECTION = 2-5/8"
HANDRAILS REQ'D ALONG STAIRS W/ 2 OR MORE TREADS

GUARDRAIL HEIGHTS FOR PORCHES/DECKS
36" MIN. GUARDRAIL REQUIRED IF FLOOR (DECK/PORCH)SURFACE IS LOCATED 30" ABOVE THE GRADE/FLOOR. GUARDRAIL SHALL NOT BE LESS THAN 36" IN HEIGHT.

EXTENT OF HEADER DOUBLE PORTAL FRAME (TWO BRACED WALL PANELS)





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847-859-6665
WWW.DESIGN-ELEMENTS.NET

DAHNOVAN BUILDERS

REAR LOAD SLAB 4-PLEX

SCALE: 1/8" = 1'-0"
DATE: 1/25/2025
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 25M 2270

A6

ALL DESIGN ELEMENTS IS NOT AN ARCHITECT OR A LICENSED LAND CONSTRUCTION FIRM. THESE PLANS SHALL FIRST BE REVIEWED BY A CONSTRUCTION PROFESSIONAL. THE CLIENT AND BUILDER OF THESE PLANS RELIEVES DESIGN ELEMENTS FROM ANY CLAIMS AND LAWSUITS THAT COULD ARISE DURING OR AFTER THE CONSTRUCTION OF THIS HOME. AS SUCH, IT CANCELS ALL STRUCTURAL REMARKS, DRAWINGS AND DETAILS MUST BE CAREFULLY REVIEWED BY A STRUCTURAL DESIGN PROFESSIONAL.

Exhibit D

Custom specifications for:
Lot 1 Water Tower Place

The following specifications were created specifically for Lot 25; Items not specified but necessary to construction shall be determined by Dahnovan Builders, LLC as needed.

Options:

Tamko 30 year Shingles:
Vinyl siding
Partial brick or stone front
Flooring: luxury vinyl plank, in lower level, main floor, laundry room, hall bathroom, master bathroom, carpet through out the remainder of the house
Interior Trim: MDF white painted, 4 ½" base 2 ¾" casing
Interior Doors: HC White painted doors
Door Knobs and Hinges: Black
Paint: PPG Antique White walls and Ceilings
Appliances: Stainless steel
Whole house Plumbing & Plumbing Fixtures: Black plumbing fixtures, single bowl kitchen sink
Fiberglass Tub/shower unit hall bath tile shower master bath
Lighting: pendants over the island, black bath fixtures, black ceiling fan in the master, white ceiling fan in the screen porch. black flush mounts lights in bedrooms, Recessed lights through out the house
Closets: Metal shelving
Bath Vanities: same color cabinets throughout the house, promo color granite or quartz tops, pencil edge glass mirror. Black towel bars, black cabinet pulls
Cabinets & Counter tops: White or Gray cabinets with dovetail drawers with soft close, choice of promo color quartz or granite, black cabinet pulls,
Backsplash: white subway tile
No Fireplace is included

The entire lot to be sodded,
Built to Energy Star Specifications
orange peel texture with square corners
Insulation in walls (R21) and attic (R50)
High efficient Lennox HVAC unit
50 gallon water heater plumbed for water softener (water softener not included $900)
Quaker windows in white
Built to meet or exceed City Code and Building requirements

Framing:

Construction grade or better to be used throughout.
All wall plate material in contact with concrete floors shall be ACQ OR AC2 treated lumber.
All wall plate material which is also an exterior wall and in contact with concrete shall be ACQ OR AC2 treated lumber and have a sealing layer between it and the concrete surface.
All wall heights to be framed as noted on plan
Exterior walls (except garage) to be 2" x 6" framed 16" on center.
Garage and interior walls to be 2" x 4" with all framed 16" on center.

The house plan may in certain areas notate exceptions to these wall sizes.
Window headers shall be LVL's sized and supplied by floor systems supplier.

Floors to be framed with engineered TJI's /LPI's and 3/4" T&G OSB sub floor which is glued and nailed with ring shank nails. The exact sizing of the TJI's /LPI's floor system shall be supplied by the materials supplier as to show adequate structural specifications.
Exterior walls 7/16 OSB sheathing wrapped with code approved draft barrier on all exterior walls.

Windows and exterior doors shall be installed and centered in opening. Every other hole on nailing flange shall be nailed and the nailing flange shall be taped to the house wrap to seal joint. After installation all windows and doors should be tested to ensure correct installation.

Roof to be engineered trusses where applicable and hand framed with adequate structural material where necessary. Roof sheathing to be 1/2" OSB nailed or stapled to roof trusses.

Screen porches, Decks, and railings will be framed according to house plan using ACQ OR AC2 treated lumber. Floor joists should be 2x10. Decking should be 3/4" decking boards. Posts supporting the deck shall be 6x6 and spaced as close to 12' on center as possible without the spacing being greater that 12'. Deck railing shall consist of 4x4 posts spaced no greater than 6' apart. A 2x4 on edge shall be placed at bottom and top with a 2x4 cap run over top of posts and rail. All decks shall be flashed properly between the deck and the house.

BUILDING SPECIFICATIONS

CONCRETE:

- Tile foundation inside and out
- Waterproofing below grade
- Pour and finish basement and garage floors

LUMBER AND MATERIALS:

- White wire shelving in closets
- Interior trim to be oak, maple or poplar
- Interior doors to be oak, maple, birch or repainted molded doors
- Fiberglass Insulation

- Vinyl single hung and slider windows with grilles
- House wrap
- I-joist floor system with 3/4" decking
- 7/16" exterior wall sheeting
- 2 x 6" exterior walls
- 15/32" roof sheeting
- Soffit and fascia
- Siding

GARAGE DOOR:
- Steel insulated raised panel doors and openers

ELECTRICAL:
- 1 telephone outlets
- 1 dryer outlet
- 1 washer outlet
- 3 TV outlets
- 1 dishwasher wiring
- 1 microwave outlet
- 1 range outlet
- 1 disposal wiring
- Furnish and install at least 2 bath fans
- Furnish and install up to 3 smoke detectors
- Wire and install all lights for potential ceiling fan installment in bedrooms.
- Light fixtures will include flush mount ceiling and/or can lights as builder determines necessary in bedrooms, hallways, over sink in kitchen and dining room.

PLUMBING:
- Will plumb and install fixtures for at least 2 baths, kitchen and laundry room (as per plan)
- Will supply and install 2 outdoor hose bibs
- Will supply and install 2 single tub or shower units (as per plan)

HEATING AND AIR CONDITIONING:
- 1 efficiency 96.2% gas fired forced air furnace
- 2 ton (14.5 Seer) air conditioner

INSULATION:
- Exterior walls: R-20 rolled bat
- Blown in ceiling R49 value

LANDSCAPING:
- Includes final grade and sod

DRYWALL:
- 5/8" or ½" high-strength drywall on all ceilings
- 1/2" drywall on all interior walls except common party walls, which will have 5/8"
- Ceilings to have texture, walls to have the same

Rebates and Early pay discounts:
Dahnovan Builders LLC shall retain any and all rebates and early pay discounts.

Permits and Insurance:
Builder agrees to obtain any permits and insurance necessary for the construction of house only.

Subcontractors:
Any and all subcontractors will be determined by Dahnovan Builders LLC and used as necessary.

Material Suppliers:
All material suppliers will be approved by Dahnovan Builders LLC before purchases can be made. Supplies and/or products not approved will not be installed. A list of pre-approved suppliers is available.

Materials Substitutions:
At the discretion of Dahnovan Builders LLC a substitute material may be used to replace the above specifications so long as the substitute material is of equal of higher grade than the originally specified material. In the case that the substitute material will have a bearing on the cosmetic appearance of the home, Dahnovan Builders LLC agrees to inform the buyer of the change and discuss available options. Any cost change due to a buyer's request shall be the responsibility of the buyer.

Buyers Personal Possessions:
At no time before possession of completed house is given formally to buyers shall any buyer's personal property be stored on job site.

Work done to property by buyer:
There shall be no work performed by buyer of the home allowed under any circumstances before formal possession of completed home is given.

Delays in completion date:
While Dahnovan Builders LLC will do everything in its power to maintain the agreed upon completion date. The final completion date may need to be adjusted for a variety of reasons beyond the control of Dahnovan Builders LLC, change orders, unusual weather conditions, acts of God, construction material shortages, or failure of buyers to make

needed decisions in a timely manner.

Warranty:

Dahnovan Builders will provide a warranty of one year; you will receive the Home Owners warranty manual at closing. This warranty will cover all materials and workmanship to be free from defect for a one year period. This warranty does not in any way change any applicable manufactures warranty for products, which are used in the homes construction.

Covenants

For specific restrictions please refer to the covenants for your area. Covenants can be attained at your county courthouse.

"Exhibit F"

ARTICLES OF INCORPORATION OF LOT 1 WATER TOWER PLACE CONDOMINIUMS OWNERS ASSOCIATION

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

ARTICLE I

Name and Principal Office

The corporation shall be known as **Lot 1 Water Tower Place Condominiums Owners Association** and its principal offices shall be located in **1650 Linden Lane, North Liberty, IA 52317.**

ARTICLE II

Corporate Existence

The corporate existence of this corporation shall begin upon the date these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III

Purposes and Powers

(A) The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of that certain horizontal property regime (condominium) created and submitted pursuant to the provision of Chapter 499B of the Code of Iowa, as amended, known as **Lot 1 Water Tower Place Condominiums** and to be located on all or certain portions of real estate situated in Johnson County Iowa.

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

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

(C) The corporation shall, additionally, have unlimited power to engage in, and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Iowa Nonprofit Corporation Act.

ARTICLE IV

Registered Office and Agent

The address of the initial registered office of the corporation is **1650 Linden Lane, North Liberty, IA 52317**, and the name of its initial registered agent at such address is **Ryan Abraham**.

ARTICLE V

Board of Directors

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

Name	Address
Ryan Abraham	1650 Linden Lane North Liberty, IA 52317

The initial Board of Directors shall be subject to removal only by **Ryan Abraham** until his term expires as provided in the Bylaws, but thereafter a Director may be removed from office at a special meeting of the members of the corporation in such manner as may be provided by the Bylaws.

ARTICLE VI

Bylaws

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

ARTICLE VII

Members and Voting

Persons or entities owning condominium units submitted to the regime shall be the members of the corporation, and all of the rights and obligations thereof shall be governed by the provisions of the Bylaws. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified by the Bylaws.

ARTICLE VIII

Distribution of Assets Upon Liquidation

In the event of liquidation, assets, if any remain, shall be distributed to the members in accordance with their proportionate share of ownership in the condominium regime, as determined by the Declaration of Condominium and the Bylaws.

ARTICLE IX

Amendment

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

ARTICLE X

Incorporator

The name and address of the incorporator is Samuel Argall, 44 Sturgis Corner Dr., Iowa City, IA 52246.

DATED this 28th day of October, 2025

Samuel Argall

Samuel Argall, Incorporator

EXHIBIT "G"

BYLAWS
OF
LOT 1 WATER TOWER PLACE CONDOMINIUMS OWNERS ASSOCIATION

These are the Bylaws of **Lot 1 Water Tower Place Condominiums Owners Association** (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504 of the Code of Iowa, as amended, for the purpose of administering **Lot 1 Water Tower Place Condominiums**, a horizontal property regime (condominium) established pursuant to Chapter 499B of the Code of Iowa, as amended, located on real estate in Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner. Declarant shall be and have the rights of members with respect to unsold units. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for purposes of membership, and shall be bound by the provisions of all condominium documents.

2. An owner of record shall be recognized as a member without further action for so long as he/she holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. Failure to provide such evidence shall not, however, relieve an owner of his/her ownership obligations. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner represented.

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

4. The owners of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the

Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. MEMBERS' MEETINGS

1. The annual and any special meetings shall be held at a time and at a place within Johnson County, Iowa, chosen by the Board of Directors and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. A special meeting shall be held whenever called by the President or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast one-fourth of the votes of the entire membership.

3. The Secretary or his/her designee shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall be given like written notice of such special meeting. Notice shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

4. Notice of members' meetings shall be given by mailing or delivering same not less than ten (10) days, nor more than thirty (30) days prior to the date of the meeting. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his/her unit within the regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the owner of the same unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this paragraph to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto and is waived by attendance at such meeting.

5. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the units. The acts carried or approved by a vote of a majority of the units represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration or other agreement to which the Association is a party. The President, or, in his/her absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President is able to preside, a Chairman shall be elected by the members present at such meeting.

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy is in writing and signed by a member or other person entitled to cast votes, and shall set forth the unit with respect to which such rights are pertinent, and the period which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. At all meetings, the order of business shall consist of the following:

A. Election of Chairman, if required.
B. Calling roll and certification of proxies.
C. Proof of notice of meeting or waiver of notice.
D. Approval of minutes of prior meeting(s)
E. Reports of officers, if applicable.
F. Reports of committees, if applicable.
G. Election of Directors, if applicable.
H. Unfinished business.
I. New Business.
J. Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an initial Board of one (1) Director. The initial Board shall consist of such person as Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board members shall be selected from the members of the Association, except as provided in Paragraph 2 below. An officer or designated agent of a member shall qualify to serve as a Director.

2. At the first annual members' meeting and at each annual meeting thereafter, three (3) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until a successor is duly elected and qualified or until he/she is removed in the manner elsewhere provided. For so long as Declarant owns twenty-five percent of the units at the time such Directors are to be elected, Declarant shall have the right to elect or appoint a majority of the members of the Board, who need not be Unit Owners, and thereafter shall be entitled to elect or appoint at least one member of the Board until all Units have been sold by Declarant. Directors appointed by Declarant shall have the same voting rights as Directors elected by the members.

3. Each Director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each Director shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.

4. Except as provided in Article V of these Bylaws, vacancies on the Board of Directors may be filled until the date of the next annal meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. The initial Director shall be subject to removal only by Declarant. Thereafter, a Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association present at a special meeting called for that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

6. The initial Director as well as any other Directors appointed by Declarant shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.

7. An organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary. An organizational meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of fifty percent (50%) of all the units in the regime.

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified and rescinded. Special meetings of the Directors may be called by the President, Vice President, or any two Directors provided not less than two days' notice shall be given, personally or by mail, telephone, or facsimile, which notice shall state the time, place and purpose of the meeting.

9. A quorum at the Directors' meeting shall consist of two- thirds of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.

10. The presiding officer of a Director's meeting shall be the President, or in his/her absence, the Vice President.

11. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable, and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following:

1. The collection of assessments against members for all common expenses.

2. Use of the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement and operation of the regime property including all common elements, facilities, and units as applicable, and the making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefore.

4. The reconstruction, repair, restoration, or rebuilding of the regime property and of any units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.

5. The enforcement by legal means of the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, Declaration, and the regulations for the use of the

property in the Regime; and to take legal action in the name of the Association and on behalf of its members. In the event of such proceedings the Association shall be entitled to recover the cost thereof, including reasonable attorney fees, from the owner or other party.

6. To contract for management of the Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.

7. To employ, designate and discharge personnel to perform services required for proper operation of the Regime.

8. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners, and occupants and the Association.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the owners of the individual units.

10. To conduct all votes or determinations of the members other than at a membership meeting.

11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

12. To do such other acts as are necessary and proper to effect the purpose of the Regime as stated in the Declaration and these Bylaws provided such acts are not otherwise prohibited.

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices shall be filled by one person, who need not be either a Director or member, all such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

2. The President shall be the chief executive officer of the Association. The President shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event

of the absence of disability of the President and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association; and shall additionally, as Treasurer, have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. The compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor from contracting with a Director for management of the Regime.

6. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Directors or in such manner as the Directors may otherwise direct.

VI. FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year (which shall be the same as the Association's fiscal year for Income Tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

(a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special Directors meeting upon an

affirmative vote of a majority of the Directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses and maintenance funds shall be made only after notice of the need thereof to the unit owners. After such notice and upon approval in writing by persons entitled to cast more than one/half of the votes in the Condominium, the assessments shall become effective, and shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditures for repair or replacement of any unit or common elements cannot be paid from annual assessments but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. If an owner shall be in default of a payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installments of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall become due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balances due under this paragraph but unpaid on such due date at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

5. The holder of a mortgage on any unit, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's obligations under these Bylaws, the Declaration or other condominium documents, which is not cured within thirty (30) days.

6. All sums assessed but unpaid including, but not limited to, interest with respect to a unit or against a unit owner, shall constitute a lien on such unit prior to all other liens except:

(a) Tax liens on the unit in favor of any assessing unit and special district; and

(b) All sums unpaid on a first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B of the Code of Iowa, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he/she or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

Alternatively, the Association may bring suit against any owner for the amount of any unpaid assessments and shall be entitled to recover the costs thereof, including reasonable attorney's fees, from the owner. These remedies shall be cumulative and not in lieu of any other remedy allowed by law.

7. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser, or their successors or assigns, shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments

shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from the accounts shall only be by checks signed by such persons as are authorized by the Directors.

VII. AMENDMENTS

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of 66 2/3% of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession, by the requisite percentage of membership and voting interests, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed and to the persons described in Article II Section 4, and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B of the Code of Iowa, as amended, no modification nor amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording, said amendment shall be effective against all persons having an interest in a unit or the Regime, regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

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

2. The Association shall not have and employ a corporate seal.

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

4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interest of all owners within the Regime. The initial Board of Directors shall adopt the initial Rules and Regulations which may be added to, amended, modified or altered by the affirmative vote of the members representing a majority of the units' votes in the Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the Rules and Regulations shall not constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

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

6. Each member shall have the obligations as such member as are imposed on him/her by the regime documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except as the same may attach only against his/her interest therein.

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

8. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the Code of Iowa, as amended, shall continue for a period longer than the life of the last to survive of the owners or partners of Declarant, and his/her children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one (21) years thereafter.

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

IX. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns or holds an interest in one or more units subject to the Regime, provided that the holder of a

leasehold interest in a unit shall not be an owner, and further provided that the holder of an equitable interest shall be an owner.

3. Unit. The term "unit" means each unit subjected to the Regime and consisting of one or more rooms intended for use as a residence.

4. Common expenses. The term "common expenses" shall include:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.

(b) Expenses declared common expenses by the Declaration or these Bylaws.

(c) Any valid charge against the Regime as a whole.

5. Singular, plural and gender. Whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

DATED this 28 day of October, 2025

Ryan Abraham