BK: 6520 PG: 378
Recorded: 10/6/2023 at 2:09:36.0 PM
County Recording Fee: $227.00
Iowa E-Filing Fee: $7.23
Combined Fee: $234.23
Revenue Tax:
Kim Painter RECORDER
Johnson County, Iowa

Prepared by and after recording return to:

Matthew Hektoen
Simmons, Perrine, Moyer & Bergman, PLC

115 3rd Avenue SE, Suite 1200
Cedar Rapids, IA 52401

(319) 366-7641
facsimile (319) 366-1917

DECLARATION
OF
SUBMISSION OF PROPERTY TO
HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA

NAME:	CLOVER CONDOMINIUM REGIME
DECLARANT:	Hightower Development, Inc. 1100 Andersen Place, Suite 550 Tiffin, Iowa 52340
PROPERTY:	Lot 1, The Shamrock Center, Tiffin, Iowa, according to the plat thereof recorded in Book 64, Page 19, Plat Records of Johnson County, Iowa
DATE OF DECLARATION:	October 4th, 2023
LEGAL COUNSEL:	Matthew Hektoen Simmons Perrine Moyer Bergman, PLC 115 Third Street SE, Suite 1200 Cedar Rapids, Iowa 52401

DECLARATION

OF

SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES

This Declaration of Submission of Property to the Horizontal Regime is made and executed the 4th day of October, 2023, by Hightower Development, Inc., an Iowa corporation, pursuant to the provisions of the Horizontal Property Act, Chapter 499B, Code of Iowa, as amended.

W I T N E S S E T H:

WHEREAS, DECLARANT is the owner of certain real property located in Tiffin, Johnson County, Iowa, and more particularly described as follows:

> Lot 1, The Shamrock Center, Tiffin, Iowa, according to the plat thereof recorded in Book 64, Page 19, Plat Records of Johnson County, Iowa

(the "***Real Estate***")

WHEREAS, DECLARANT is the owner of multiple commercial buildings constructed, or to be constructed, upon the above-described Real Estate, and it is the desire and the intention of the DECLARANT to divide the Project into Condominiums and to sell and convey the same to various purchasers, pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions; and

WHEREAS, DECLARANT desires and intends by filing this Declaration to submit the above-described Real Estate and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a Condominium Project;

NOW, THEREFORE, the DECLARANT does hereby publish and declare, that all property described above is held and shall be held and conveyed subject to the following covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums and shall be deemed to run with the land and shall be a burden and a benefit to DECLARANT, its successors and assigns and any person acquiring or owning an interest in the

real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.

DEFINITIONS AND MISCELLANEOUS

1. **DECLARANT.** The term "DECLARANT" shall mean Hightower Development, Inc. an Iowa corporation, who has made and executed this Declaration.

2. **DECLARATION.** The term "DECLARATION' shall mean this instrument by which Clover Condo is established as provided for under the Horizontal Property Act.

3. **PROJECT.** The term "PROJECT" shall mean the entire parcel of Real Estate, which is to be divided into Condominiums, including all structures thereon.

4. **UNIT.** The term "UNIT" shall mean one or more parcels of real estate, which parcels are not owned in common with the other owners in the Regime. The boundary lines of each Unit are shown on Exhibit "A". The Regime will initially consist of seven (7) Units, with Declarant's right to expand the number of Units or revise the boundary lines.

5. **GENERAL COMMON ELEMENTS.** The term "GENERAL COMMON ELEMENTS" shall have the meaning as defined in ARTICLE IV.

6. **LIMITED COMMON ELEMENTS.** The term "LIMITED COMMON ELEMENTS" shall have the meaning as defined in ARTICLE V.

7. **BUILDING.** The term "BUILDING" shall mean and include the commercial buildings constructed on the land submitted to the Condominium Regime. A Site Plan showing the location of Buildings will be attached to any amendment in the event the Declarant adds additional Buildings or Units as allowed herein. The Site Plan will also show graphically the location, dimensions and area of certain common elements. As amendments to this Declaration are filed, Exhibit "A" will be supplemented to provide information for such Buildings and Units to be added to the regime.

8. **CONDOMINIUM OR "CONDOMINIUM REGIME".** The term "CONDOMINIUM" or "CONDOMINIUM REGIME" means the entire estate in the real property owned by any Owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a Unit.

9. **OWNER.** The term "OWNER" means any person with an ownership interest in a Unit.

10. ASSOCIATION. The term "ASSOCIATION" means Clover Condo Owners Association, Inc. and its successors.

11. CONDOMINIUM DOCUMENTS. The term "CONDOMINIUM DOCUMENTS" means this Declaration, any amendments thereto, and all Exhibits attached hereto including the Articles and Bylaws of the Association.

12. PLURAL AND GENDER. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

13. 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.

14. INCORPORATION. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this Declaration.

15. ACCESS. Exhibit "A" shows the location of Greenfield Drive and Ireland Avenue SW, both of which provide access to the Real Estate.

16. PARTICULARS OF BUILDINGS. As additional Buildings and Units are constructed, the Declarant shall attach the building plans and principal materials or specifications to an amendment to the Declaration showing the particulars of any Building and Units.

17. COMMON ELEMENTS. The term "COMMON ELEMENTS" shall mean the General Common Elements and the Limited Common Elements.

ARTICLE II.

DESCRIPTION OF LAND, BUILDING AND UNITS

1. Description of Land. The land submitted to the Regime is located in Tiffin, Johnson County, Iowa, and is legally described as follows:

> Lot 1, The Shamrock Center, Tiffin, Iowa, according to the plat thereof recorded in Book 64, Page 19, Plat Records of Johnson County, Iowa

2. Description of Building. The Condominium Regime will initially consist of a total of seven (7) Units located in one (1) Building. The addition or removal of Units shall be completed by filing an Amendment to this Declaration as provided in Article VI, Section 4(d) of this Declaration. The Declarant hereby reserves the right to amend this Declaration to add

additional Units or Buildings, to change the floor plans to any building and to make other modifications to Buildings or Units as it may deem necessary in its sole and absolute discretion.

The location of any Building or any Unit, as the case may be, shall be shown on an amended survey/site plan which will be attached to any amendment as an updated Exhibit "A". The plans and specifications for the construction of any Building will be attached to any amendment as Exhibit "B". The principal building materials used in constructing the Building and Units are described on Exhibit "C" attached hereto and incorporated herein by reference. The certificate required by Iowa Code 499B.6 is attached hereto as Exhibit "D" and incorporated herein by reference.

The uses permitted within any Unit are subject to the approval of the appropriate officials of Tiffin, Iowa. Each Unit shall have gas, electric and water service connections. The initial purchaser and contractor for each Unit will install at its expense all interior improvements including the heating, electrical, plumbing, air-conditioning systems, floor coverings, interior ceilings, lighting fixtures, appliances and all other improvements located therein which are desired by said purchaser to conduct the use which the purchaser desires to utilize within said Unit, so long as said improvements and said uses are consistent with and in compliance with the applicable city codes and ordinances.

3. **Description of the Units.** The Condominium Regime initially consists of a total of seven (7) Units, with the possibility of expansion as provided above, designated by Unit description consisting of Unit A 132 Greenfield Drive, Unit B 132 Greenfield Drive, Unit C 132 Greenfield Drive, Unit D 132 Greenfield Drive, Unit E 132 Greenfield Drive, Unit F 132 Greenfield Drive, Unit G 132 Greenfield Drive. It is the Declarant's intent that the Owner of each Unit own a percentage of the Common Elements based on the size of each Unit in terms of total square footage relative to the total square footage of the existing Units in the Project. As and when additional Units are added to the Regime the percentages set forth below shall adjust accordingly. The percentages set forth below are based on the square footage of Unit A 2,640 square feet, Unit B 1,560 square feet, Unit C 1,560 square feet, Unit D 1,560 square feet, Unit E 1,560 square feet, Unit F 1,560 square feet and Unit G 1,560 square feet. The Owner of each Unit is an owner of that percentage of the Common Elements as stated below:

Unit	% Ownership of Common Elements
Unit A, 132 Greenfield Drive	22%
Unit B, 132 Greenfield Drive	13%
Unit C,132 Greenfield Drive	13%
Unit D, 132 Greenfield Drive	13%
Unit E, 132 Greenfield Drive	13%
Unit F, 132 Greenfield Drive	13%
Unit G, 132 Greenfield Drive	13%

Declarant reserves the right to make further adjustments in the event the square footage of individual units is adjusted. 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. 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 other services used by more than one Unit 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 III.

OWNERSHIP INTERESTS

1. **Exclusive Ownership and Possession by Owner.** Each Owner shall be entitled to exclusive ownership and possession of his or her Unit. Each Owner shall be entitled to the undivided percentage interest in the Common Elements as shown in Article II, Section 3 herein. Said percentage of the undivided interest of each Owner in the Common Elements shall not be separated from the Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

2. **Appurtenances.** There shall pass with the ownership of each Unit as a part thereof, whether or not separately described, all appurtenances to such Unit. No part of the appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the Regime.

3. **Undivided Fractional Interest.** An undivided interest in the land and other Common Elements of the Regime, regardless of whether such elements are General or Limited Common Elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit as shown in Article II, Section 3 herein, subject to Declarant's right to make adjustments as provided herein. Each Unit will bear a fractional share of the obligation for payment of taxes based on the undivided interest appurtenant to each Unit as shown in Article II, Section 3 herein, subject to Declarant's right to make adjustments as provided herein.

4. **General Common Elements.** Appurtenant to each Unit shall be a right to use and enjoy the General Common Elements.

5. Limited Common Elements. The exclusive use by Owners of the Limited Common Elements shall be deemed an appurtenance of the Unit for which said elements are reserved, provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other Condominium Documents.

6. Association Membership and Voting Rights. Appurtenant to each Unit shall be membership in the Association and the exercise of voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of the Association and of the other Condominium Documents. The action of such Association shall be deemed the action of the Owners of the Units and such action, when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all Unit Owners. In the event of a conflict between the terms of this Declaration and the Articles or Bylaws, the terms of this Declaration shall control.

7. Cross-Easements. The appurtenances shall include, so long as the Buildings, common elements and Units exist, easement 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:

(a) 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;

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

(c) Utilities 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 a Building as and if varied during construction as permitted in this Declaration unless otherwise agreed by the Unit Owner.

ARTICLE IV.

GENERAL COMMON ELEMENTS

1. Definition. The term "General Common Elements" shall mean and include the land and all improvements, devices and installations existing for the common use, except the Units and such common elements as are specifically defined as limited common elements. The General Common Elements include, without being limited thereto, (i) the land,

the structural elements of each Building, private drives, easements dedicated to public use, paths, landscaping, plantings, sidewalks, gutters, downspouts and all personal property required by the Association for its functions as the council of co-owners, all outside parking areas, common lighting system and common water system and meter, if any, (ii) all outside lighting systems and fixtures that are not reserved as a limited common element for the use of a specific Unit, and (iii) all devices or installations existing for common use.

All general sewer, water, electrical, gas, telephone and other utility or service lines that are not reserved for the use of a particular Unit are General Common Elements. The General 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 which contributes to the support of the improvements.

ARTICLE V.

LIMITED COMMON ELEMENTS

1. Definition. The term "Limited Common Elements" shall mean, and such elements shall consist of, those Common Elements which are reserved for the use of one or more Unit(s) by this Article and amendments hereto and such reservation shall be to the exclusion of any other Unit.

2. Reservation. The following Common Elements are reserved and shall constitute the Limited Common Elements of each Unit.:

(a) Any Building(s) located on any Unit shall constitute a Limited Common Element of that Unit, including the foundations, floors, exterior walls, ceilings and roofs, and entrances and exits or communications ways, and in general all devices or installations.

(b) The immediate sidewalks and entrances leading to each Building located on any Unit are reserved for that Unit.

(c) Mailboxes and storage areas, if any, designated to a particular Unit.

(d) That part of all sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures and attachments serving just one Unit and located entirely within the Unit. Furnace and/or water heater rooms shall be appurtenant to the Unit they serve.

(e) The air conditioner pads, compressors and equipment appurtenant to each Unit.

(f) Signage located on the exterior of Buildings shall be reserved for the exclusive use of the Unit on which the sign is located.

ARTICLE VI.

DECLARANT'S RESERVED RIGHTS AND POWERS

1. Declarant's Activities. Declarant is irrevocably and perpetually empowered, notwithstanding any use, restriction or other provision hereof to the contrary, to sell, lease or rent Units to any person and shall have the right to transact on the Condominium property any business relating to construction, repair, remodeling, sale, lease or rental of Units, including but not limited to, the right to maintain signs, employees, independent contractors and equipment and materials on the premises, and to use Common Elements. All signs and all items and equipment pertaining to sales or rentals or construction and any Unit furnished by the Declarant for sales purposes shall not be considered Common Elements and shall remain its separate property. Declarant retains the right to be and remain the Owner of completed but unsold Units under the same terms and conditions as other Owners, including membership in the Association save for its right to sell, rent or lease and except as otherwise provided herein. Declarant retains the right to divide any Unit into additional Units or add additional Buildings to any Unit. In the event said Units are divided, the percentage of ownership in the Common Elements and percentage of Common Expenses shall be modified to reflect the division of the Units.

2. Easements. Declarant expressly reserves perpetual easements for ingress, egress and utility purposes as may be required across and under the Real Estate submitted hereby.

3. Designation of Association Directors. Declarant shall have the right to name all members of the Board of Directors of the Association until such time as all Units have been conveyed to bona fide third party purchasers or until Declarant waives this right, at which time members of the Association shall select the Board of Directors as provided by the Bylaws. Thereafter the Board of Directors shall be selected in the manner specified by the Bylaws of the Association.

4. Declarant's Right to Amend. The Declarant reserves the following rights to amend the Declaration without the consent of any Unit Owner for the following purposes and in the following manner:

(a) The Declarant may file an amendment consisting of the Engineer's Certificate indicating that said Buildings have been completed and constructed according to the Site Plan and Plans and Specifications which are a part of this Declaration and the documents filed in support thereof with the office of the Recorder of Johnson County, Iowa.

(b) An amendment to this Declaration as provided in the preceding subparagraph (a) may be made without consent of other Unit Owners.

(c) To revise the legal description, Site Plan or any other portion of this Declaration and the attached exhibits in order to correct scriveners' or other errors that do not affect any Owner's interest in his or her Unit or any appurtenance thereto.

(d) Notwithstanding any provision herein to the contrary contained in this Declaration, if the Declarant elects to enlarge or contract the regime or add or remove a Building to a Unit pursuant to the authority contained herein, the Declarant shall do so as follows:

(1) To enlarge or contract the regime pursuant to this section, Declarant must file with the office of the Recorder of Johnson County, Iowa, an amendment to this Declaration that shall describe the Building and the Units to be added or removed to or from the regime. The amendment shall contain whatever exhibits are necessary to fully describe the additional Unit(s) or Building(s) as the case may be.

(2) An amendment filed pursuant to this section shall be effective with respect to and shall apply to the added Units as if the Units or Buildings were initially submitted to the regime.

(3) If additional Units are submitted to the regime, upon the recording of the amendment submitting the proposed Units, the fractional interest in the common elements appurtenant to all Units shall be adjusted to include the additional Units. The total fractional interest appurtenant to all Units shall be equal to one (1).

(4) 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.

(e) So long as Declarant has the right to name all members of the Board of Directors of the Association as provided in paragraph 3 above, Declarant may amend the Articles of Incorporation, and Bylaws, which are attached hereto as Exhibits "E" and "F".

(f) So long as Declarant owns a Unit, Declarant may unilaterally amend the Declaration.

5. Adjustments in Plans and Specifications. Declarant will have the authority to make adjustments to the building plans and specifications set forth in this Declaration.

6. Assignment of Declarant's Rights. Declarant may assign its rights and powers under this Declaration in whole or in part. No consent of Owners or mortgagees shall be required.

ARTICLE VII.

MANAGEMENT OF UNITS

1. **Association; Council of Co-owners.** The operation of the Common Elements shall be governed and managed by the Association. All owners of Units shall automatically be members of the Association and membership in the Association shall automatically cease upon termination of the ownership interest. The Association shall be a non-profit membership corporation organized and existing under Chapter 504, Code of Iowa, which corporation shall constitute the council of co-owners of the Common Elements as submitted to the Regime, all as provided by Section 499B.2(3), Code of Iowa. The name of the incorporated Association shall be "Clover Condo Owners Association, Inc.". Copies of its Articles of Incorporation and of its Bylaws are attached hereto as Exhibit "E" and Exhibit "F", respectively.

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. The action of the Association shall constitute the action of the Owners or the council of co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

2. **Compliance.** All Owners, tenants, invitees, guests and other persons using or occupying a Unit shall be bound by and strictly comply with the provisions of the Bylaws of the Association and applicable provisions of other Condominium Documents, and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other persons. A failure to comply with the Bylaws or the provisions of the other Condominium Documents or any agreement 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, or for injunctive relief or for any other relief authorized by law or in the Condominium Documents, without waiving any other remedy.

3. **Powers of Association.** Each Owner of a Unit agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-owners, and the Owners as a group by Chapters 504 and 499B of the Code of Iowa as amended, and such as are more particularly set forth in the Condominium Documents, including but not limited to the making of assessments chargeable to Owners and the creation of a lien on Units thereof, and to acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same. Each Owner hereby waives any rights to delay or prevent such foreclosure by the Association which he or she may have by reason of a homestead exemption. The Association shall also have the authority to impose fines against Unit Owners or tenants for failure to comply with any provision in the Condominium Documents, which fine shall be a lien upon said Unit or Units. The Association

shall also have the authority to grant easements over General Common Areas of the Condominium Regime.

4. Partition. All Unit Owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition.

5. Membership, Voting Rights. The members of the Association shall consist of all of the record Owners of Units. Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a record title to a Unit in the Condominium and the membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast that number of votes provided in the Bylaws of the Association.

6. Restraint upon Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his or her Unit.

7. Board of Directors. The affairs of the Association shall be conducted by a Board of not less than one (1) nor more than three (3) Directors who shall be designated in the manner provided in the Bylaws.

8. Discharge of Liability. All Owners shall promptly discharge any lien which may hereafter be filed against his or her Unit.

9. Limitation on Association's Liability. The Association shall not be liable for any injury or damage to property caused by or on the Common Elements or by another Owner or person in the Project or by any other means unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements of the Common Elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

10. Indemnification of Directors and Officers. Every Director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a Director or officer of the Association, or any settlement thereof, whether or not he or she is a Director or officer at the time such expenses are incurred, except in such cases wherein the Director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in the best interests of the Association. The

foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such Director or officer may be entitled.

11. Agent to Receive Service of Process. The following person, who is a resident of the State of Iowa, is designated as agent to receive service of process upon the Association:

NAME	ADDRESS
Matthew J. Hektoen	115 3rd St. SE, STE 1200 Cedar Rapids, IA 52401

12. 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.

ARTICLE VIII.

MAINTENANCE, ALTERATION AND IMPROVEMENT

1. Definitions. Certain terms used in this Article and this Declaration shall have a meaning as follows, provided any dispute over meanings shall be conclusively decided by the Board of Directors of the Association:

(a) "Maintenance" or "repair' shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit or the property in its original condition as completed.

(b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility otherwise provided for by this Declaration or any amendment hereto.

2. **Maintenance by Association.**

(a) The Association shall maintain all Common Elements and shall make assessments therefore as a common expense to the owners of Units except where maintenance has been specifically made the responsibility of each Unit or any particular Unit or Units.

(b) The Association shall repair incidental damage caused to Common Elements, through maintenance by the Association and shall assess the cost thereof as a Common Expense.

(c) If a Unit Owner defaults on his or her responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the Unit of such Owner and such assessment shall be collectible as if it were an assessment for common expenses.

3. **Maintenance by the Owner of each Unit.**

(a) The Owner of each Unit shall maintain all Limited Common Elements located on their respective Unit, whether Limited or General, at its sole cost and expense.

(b) The Owner of each Unit, at his or her own expense, shall maintain the interior, including the boundary surfaces, of such Unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all construction, painting and other finishing which may at any time be necessary to maintain his or her Unit, and shall be responsible for the maintenance of all personality including flooring, furnishings, and appliances within such Unit.

(c) The Owner of each Unit, at his or her own expense, shall be responsible for maintaining the plumbing fixtures within the Unit and heating and air conditioning unit serving such Unit and all other utilities or portions thereof located within the boundaries of his or her Unit.

(d) The Owner of each Unit, at his or her own expense, shall maintain any improvement or other alteration made by him or her.

(e) Upon the initial development of any Unit, the Owner of such Unit shall ensure that the drive and parking areas of its respective Unit are maintained, repaired, and replaced accordingly to keep its respective Unit in good condition and repair.

4. **Alterations or Improvements by the Association.** Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess the cost thereof as a common expense.

5. **Maintenance of the Pylon Sign.** If a pylon sign has been, or will be, erected on the Common Areas, the pylon sign space shall be allocated and utilized equally between the Units, all as determined and controlled by the Association. The Association shall be responsible for maintenance of any Pylon Sign.

ARTICLE IX.

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE, AND ENJOYMENT

1. **Subjection of the Property to Certain Provisions.** The ownership, use, occupation, and enjoyment of each Unit and of the Common Elements or Limited Common Elements shall be subject to the provisions of the Bylaws and the Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all Units and the Owners thereof and their respective assigns, lessees, tenants, invitees, occupants and successors in interest.

2. **Use of Property.** The lien for common expenses payable by a Unit Owner in or fines assessed against a Unit Owner shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner.

(a) A Unit shall be used for any purpose permitted by the applicable zoning ordinance of the City of Tiffin or any other governmental agency which has control thereof.

(b) A Unit may be rented or leased by the Owner or his or her lessee. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents.

(c) Nothing shall be altered in, constructed in, or removed from, the Common Elements, Limited or General, except upon written consent of the Board of Directors of the Association.

(d) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(e) No Unit Owner, guests or invitees thereof, shall in any manner block vehicular access to the Buildings or each Unit's entrance to the common driveway or in any manner block access from the parking area in and onto the drives within the Condominium Regime.

(f) Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his or her Unit or in the common area which will result in the cancellation of insurance on any Unit or any part of the common area, or which would be in violation of any law.

(g) The Association shall have the authority to adopt rules and regulations governing the use of the Common Areas and such rules shall be observed and obeyed by the respective Owners of Units, their guests and invitees. The Association shall have the authority to impose fines against Unit Owners or their tenants for failure to comply with such Rules and Regulations, and such fines, if not timely paid, shall become a lien against the Unit, as provided in the Bylaws. Nothing contained in this paragraph shall authorize the Association to adopt rules and regulations governing the use of any Building on any Unit.

(h) Agents of or contractors hired by the Association may enter any Unit in when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

(i) An Owner of a Unit shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by his or her act, neglect, or carelessness, or by that of his or her family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting therefrom.

3. **No Waiver.** Failure of the Association or any Owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the Code of Iowa, this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE X.

INSURANCE AND CASUALTY

1. **Condominium Property Insurance**. The Association shall obtain and maintain at all times, to the extent available, at least, the following insurance (the "***Condominium Property Insurance***"):

(a). Insurance on the Condominium Property in an amount equal to full replacement value of the Condominium Property (as determined annually by the Association) and with a replacement cost endorsement which provides for the payment of all losses without

deduction or allowance for depreciation. "Condominium Property" for the purpose of this Article X shall include all property, real, personal, or mixed submitted to the regime other than personal property of any Owner, and includes specifically, without limitation, the General and Limited Common Elements (except land and other items normally excluded from coverage), building service equipment and supplies, and other common personal property belonging to the Association. Such coverage shall afford protection against, at least, the following:

(1) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement; and

(2) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, and as is commonly required by prudent institutional mortgage investors in the area, including, but not limited to, as applicable and available, vandalism, malicious mischief, agreed amount, demolition cost, increased cost of construction, boiler and machinery explosion or damage, and any other perils normally covered by the standard "all risk" endorsement when available and such other insurance as the Association may from time to time determine.

(b). Comprehensive general liability insurance coverage covering all of the Common Elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least $1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first Mortgage on any Unit in the condominium which is listed as a scheduled holder of a first Mortgage in the insurance policy.

(c). Workmen's' compensation insurance to the extent necessary to comply with any applicable law.

(d). Non-conforming structure endorsement to the extent necessary.

(e). Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.

2. **Premiums, Deductibles and Minimum Coverage**. The premiums for the insurance

coverage shall be a common expense to be paid by assessments levied by the Association against owners of each of the Units. The premiums attributable to coverage on the Units and the common elements shall be apportioned among the Units.

3. **Adjust Losses**. The Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.

4. **Contribution**. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by owners of Units or their mortgagees.

5. **Additional Insurance**. Each Unit Owner may obtain additional insurance at his or her own expense upon the Unit provided that no Owner shall maintain insurance coverage which will tend to decrease the amount which the Association owners may realize under any insurance policy which it may have in force.

6. **Cancellation or Modification**. All policies shall provide that such policies may not be canceled or substantially modified without at least ten (10) days prior written notice to any and all insureds named thereon, including the Association and any and all mortgagees of the Units.

7. **Designation**. The Association shall from time to time designate an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of the Association.

8. **Insurance Trustee Responsibilities**. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the condominium project insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed Unit. The work of repairing or reconstruction of the damaged or destroyed Unit shall be commenced within thirty (30) days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the Units were originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the Owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the Unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon, compliance by the Owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the Unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first Mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the Unit Owner; provided, however, that in the event a decision not to reconstruct is made according to the terms of this Declaration, the Condominium Regime shall be considered terminated. In the event of such termination, the Board of Directors shall have the

responsibility of closing out the affairs of the condominium regime in an orderly manner.

ARTICLE XI.

MORTGAGEE PROTECTIONS

1. **Right to Mortgage.** Each Unit Owner shall have the right, subject to these provisions, to grant separate mortgages for his or her Unit together with the respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Project or any part thereof, except only to the extent of his or her own Unit and the respective ownership interest in the Common Elements appurtenant thereto.

2. **Lien Subordination.** The lien for common expenses payable by a Unit Owner or fines assessed against a Unit Owner shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. This paragraph shall not be amended, changed, modified, or rescinded without the prior written consent of all mortgagees of record holding a lien against all or a part of the Project.

3. **Mortgagee's Rights.** Upon written request to the Secretary of the Association, any mortgagee, or insurer or guarantor of any first mortgage on a Unit will be entitled to:

(a) Inspect the books and records of the Association during normal business hours;

(b) Receive a financial statement of the Association within ninety (90) days following the end of any fiscal year of the Project; and

(c) Receive written notice of all meetings of the Association and designate a representative to attend all such meetings.

4. **Condemnation.** If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise thought to be acquired by a condemning authority, the mortgagee of a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provisions of this Declaration or any other document establishing the Project shall entitle the Unit Owner or other party to priority over such mortgagee with respect to the distribution of the proceeds of any award or settlement. Any proceeds from settlement shall be payable to the Owners' Association, for the benefit of the Unit Owners and their mortgage holders.

5. **No Right of First Refusal.** The right of a Unit Owner to sell, transfer, or otherwise convey the Owner's Unit will not be subject to any right of first refusal or any similar

restriction in favor of the Association.

6. **Rights of Mortgagees Under Foreclosure.** Each mortgagee who takes possession of a Unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder takes possession of the Unit, except for claims for a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

7. **Notice to Mortgagee.** Upon written request, the holder of a first mortgage shall be entitled to prompt written notice from the Association of any default in the performance of any obligation under this Declaration, the Articles of Incorporation, the Bylaws, or the Rules and Regulations of the Association, which default is not cured by the Unit Owner within thirty (30) days; notice of lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association, and any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

ARTICLE XII.

CONDEMNATION

1. **Condemnation; General.** If all or part of any Unit taken or threatened to be taken by condemnation, the Owner of that Unit shall represent itself in any proceedings, negotiations, settlements, or agreements and be entitled to all damages or awards for any such taking.

2. **Condemnation of Common Elements.** If any action is brought to condemn a portion of the Common Elements, the Board shall have the sole authority to determine whether to defend or resist such action, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of condemnation. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Unit Owner in proportion to his or her ownership interest. The Board may call a meeting of the Association, at which meeting the members by a majority vote may decide whether to replace or restore insofar as possible the Common Elements so taken or damaged.

3. **Payment of Awards and Damages.** Any damages or awards paid to or for the account of any Unit Owner by the Board, acting as trustee, shall be paid to the Association, for the benefit of the Unit Owners and their mortgage holders. Any awards shall be applied first to the payment of any taxes or assessments by governmental authority past due and unpaid with respect to that Unit; secondly, to amounts due under any mortgages; thirdly, to the payment of any unpaid common expenses, fines or special assessments charged to or made against the Unit; and finally to the Unit Owner.

ARTICLE XIII.

TERMINATION

1. Procedure. The Condominium may be terminated in the following manner, in addition to the manner provided by the Horizontal Property Act:

(a) Destruction. In the event it is determined in the manner elsewhere provided that the Building shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa (2016), as amended.

(b) Agreement. The Condominium may be terminated at any time by the approval in writing of all of the Owners of the Condominium and by holders of all liens affecting any of the Units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa. It shall be the duty of every Unit Owner and his or her respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale and/termination of the Project when at a meeting duly convened of the Association, the Owners of 100% of the voting power, and all record owners of mortgages upon Units in the Regime, elect to terminate and/or sell the Project.

(c) Certificate. The termination of the Condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by all members of the Association and their respective holders of all liens affecting their interest in the Condominium and the Owner of Units, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Johnson County Recorder in Iowa City, Iowa.

2. Form of Ownership after Termination. After termination of the Condominium, the Project will be held as follows:

(a) The property (land and improvements) shall be deemed to be owned by the Owners of Units at the time of termination.

(b) The property (land and improvements) shall be deemed to be owned in common by the Owners of Units. The undivided 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 Owner in the common area and facilities.

(c) Any liens affecting any of the Units shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in that property.

(d) After termination, the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the Owners in a percentage equal to the percentage of undivided interest owned by each Owner in the Common Elements; after first paying out of the respective shares of the Owners, to the extent sufficient for that purpose, all liens on the undivided interest in the property owned by each Owner.

ARTICLE XIV.

AMENDMENTS AND MISCELLANEOUS

1. Procedure for Amendments. Except as otherwise provided in this Declaration, this Declaration may be amended and such amendment shall be made in the following manner:

(a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere, the resolution must be adopted by those Owners holding at least 76% of all votes, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the Bylaws of the Association shall affect the rights of the holder of any such 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.

(c) Bylaws. In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the Association, then in the manner specified in such Bylaws.

(d) Execution and Recording. An amendment adopted pursuant to (b) or (c) above shall be executed by an officer specifically delegated to do so with the formalities required by Chapter 499B of the Code of Iowa. Upon the recordation of such instrument in the office of the Johnson County Recorder, the same shall be effective against any persons owning an interest in a Unit or the Regime.

(e) Rules and Regulations. The Rules and Regulations adopted by the Association, may be added to, amended, modified or altered by the affirmative vote of a majority of the Directors of the Association. An amendment to the Rules and Regulations shall not be considered an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

2. Amendment of Ownership Interest. No amendment shall change the percentage of ownership in the Common Elements appurtenant to a Unit, nor increase the Owner's share of

the common expenses unless the record Owner of the Unit concerned shall affirmatively join in the adoption of such amendment.

3. **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.

4. **Incorporation.** Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this Document.

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

CORRIDOR BUILDERS, INC.

By: _____
Name: Alex Andersen
Its: Vice President

STATE OF IOWA)
) SS:
COUNTY OF Johnson)

This instrument was acknowledged before me on this 4th day of October, 2023 by Alex Andersen as Vice President of Corridor Builders, Inc., an Iowa corporation.

NICHOLAS ANDERSEN
Commission Number 810927
My Commission Expires
June 6, 2024

_____
Notary Public in and for the State of Iowa
My Commission Expires: June 6, 2024

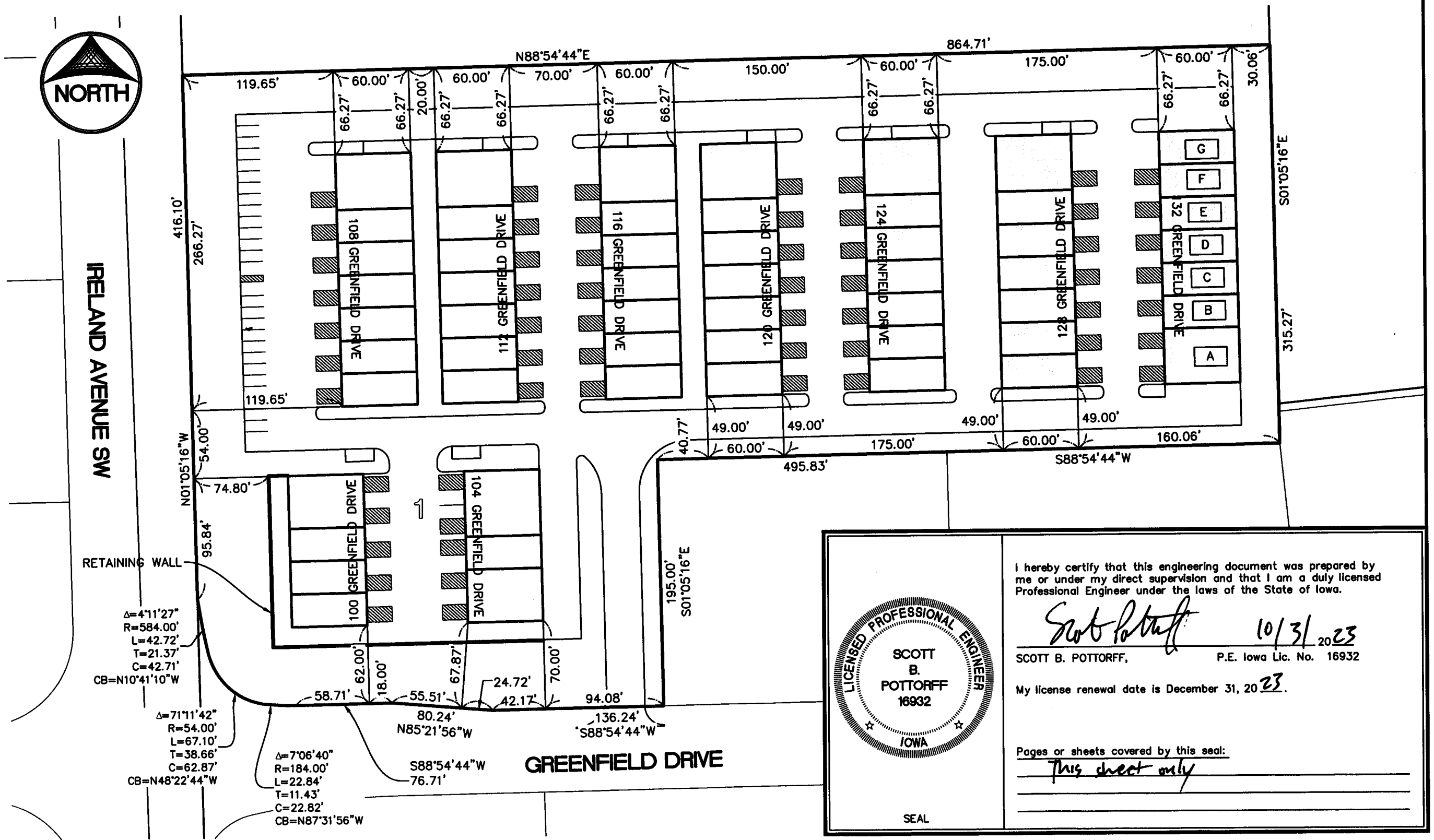
EXHIBIT "A"
CLOVER CONDOMINIUM
TIFFIN, JOHNSON COUNTY, IOWA

LEGAL DESCRIPTION:
LOT 1, THE SHAMROCK CENTER, TIFFIN, IOWA. ACCORDING TO THE PLAT THEREOF RECORDED IN BOOK 64, PAGE 19, PLAT RECORDS OF JOHNSON COUNTY, IOWA.

XX – STREET ADDRESS ALONG GREENFIELD DRIVE

NOTES:

1. ALL MEASUREMENTS FROM PROPERTY LINES TO BUILDINGS ARE PERPENDICULAR AND/OR RADIAL TO SAID PROPERTY LINES.
2. THIS DRAWING DEPICTS IMPROVEMENTS COMPLETED AS OF 9/26/2023.
3. REFERENCE BUILDING PLANS, EXHIBIT "B" FOR BUILDING DIMENSIONS.
4. THIS IS A CONDO SURVEY AND NOT A BOUNDARY OR PROPERTY SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH. THE PROPERTY BOUNDARIES ARE RECORDED DIMENSIONS AND APPROXIMATE ONLY.



LICENSED PROFESSIONAL ENGINEER
SCOTT B. POTTORFF 16932
IOWA

SEAL

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.

Scott Pottorff 10/31/2023

SCOTT B. POTTORFF, P.E. Iowa Lic. No. 16932

My license renewal date is December 31, 2023.

Pages or sheets covered by this seal:
This sheet only

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
9/26/2023	132 GREENFIELD DR - LSS

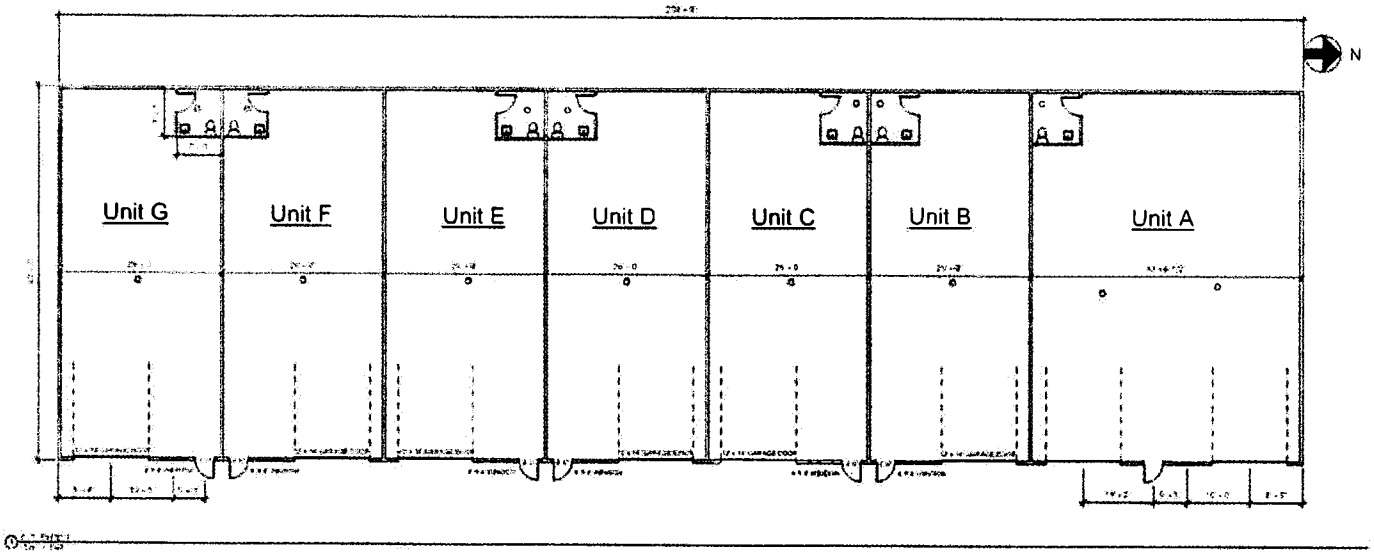
EXHIBIT "A" - SITE PLAN

CLOVER CONDOMINIUM
TIFFIN
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

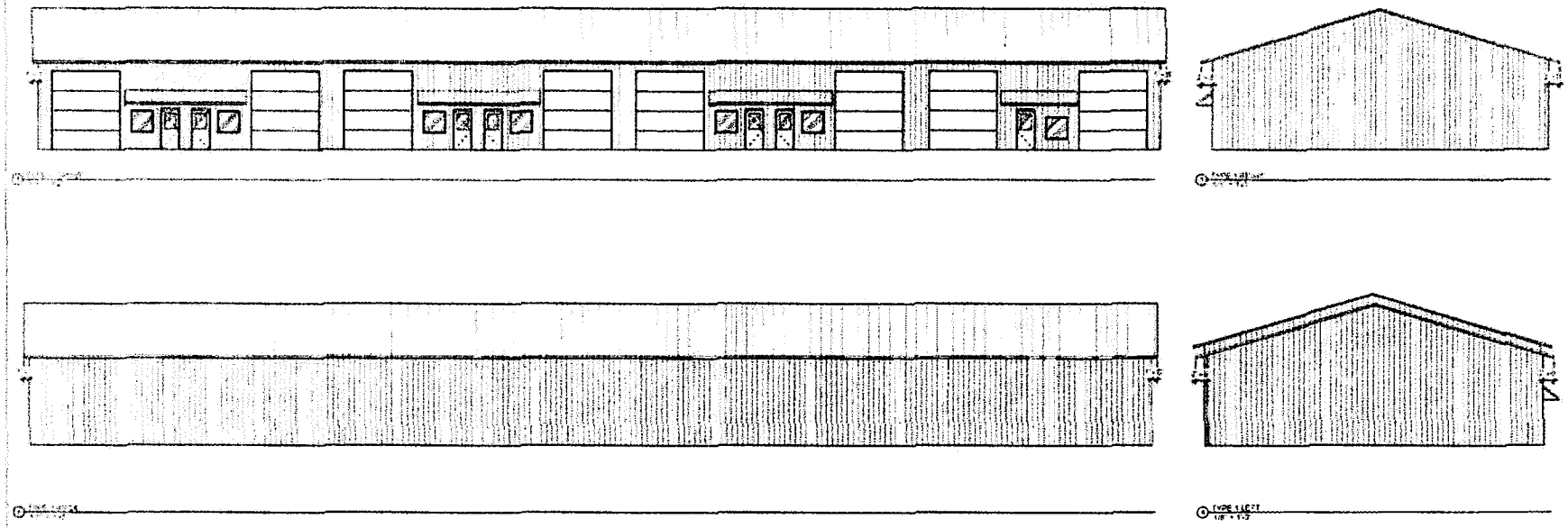
Date: 09/22/2023	
Designed by: LSS	Field Book No:
Drawn by: HEH	Scale: 1"=80'
Checked by: SBP	Sheet No: 1
Project No: 6385-074	of: 1

EXHIBIT 'B' - BUILDING PLANS
UNITS A, B, C, D, E, F, & G (132 GREENFIELD DRIVE)
CLOVER CONDOMINIUM REGIME



JD'S DRAFTING & DESIGN	132 GREENFIELD DRIVE	04/03/23 1/8" = 1'-0"	F.P. TYPE 1	01

EXHIBIT 'B' - BUILDING PLANS
UNITS A, B, C, D, E, F, & G (132 GREENFIELD DRIVE)
CLOVER CONDOMINIUM REGIME



JD'S DRAFTING & DESIGN	132 GREENFIELD DRIVE	04/03/23 1/8" = 1'-0"	ELEVATION 1	02

EXHIBIT "C"

Wood Frame Building Specifications

Wood Posts	4-ply 2"x6" glulam columns (10' O.C.) 16" wide x 6" thick concrete footing at endwalls 36" wide x 8" thick concrete footing at sidewalls Column holes backfilled with well graded granular fill
Trusses	Wood, engineer-certified trusses with 4/12 pitch @ 10' O.C.
Steel Wall & Roof Coverings	29-gauge metal wall panels. Color– Taupe 29-gauge metal roof panels. Color– Burnished slate
Interior Walls	Wood framed. Covering can be steel, drywall, or wood and are optional. Insulation optional
Partition Walls	2-ply 2"x6" face wall
Ceilings	26-gauge steel panel ceiling liner. Color – Alamo white
Insulation	Attic is R-38 blown-in fiberglass. Partition and Exterior walls are R-19 unfaced fiberglass batt insulation with 4 mil clear poly
Gutters	6" aluminum gutters and 3"x4" downspouts
Windows	4'x4' vinyl windows
Service Door	3' steel insulated door with 1 lite
Overhead Door	Steel insulated door with R-value 17.54
Overhead Door Operator	Liftmaster T501 1/2 HP operator with remote control and button opener
Concrete Floor	5" minimum with rebar over 6 mil vapor barrier, floor drain & piping

Prepared by:	Scott B. Pottorff MMS Consultants, Inc.	1917 S. Gilbert Street Iowa City, Iowa 52240	319-351-8282 319-351-8476 facsimile
After recording return to:	Matthew Hektoen Simmons, Perrine, Moyer, Bergman PLC	115 3rd Street SE, Suite 1200 Cedar Rapids, Iowa 52401	319-896-4030 319-366-1917 facsimile

EXHIBIT "D"

ENGINEER'S CERTIFICATE
CLOVER CONDOMINIUM
UNITS A, B, C, D, E, F, AND G
(132 GREENFIELD DRIVE)

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Scott B. Pottorff, being duly sworn on oath do depose and state the following:

1. That I am a Professional Engineer authorized and licensed to practice my profession in the State of Iowa.

2. That I have examined the Building Plans for Clover Condominium, Units A, B, C, D, E, F, and G, (132 Greenfield Drive), referenced as Exhibit "B." This certificate is to become an exhibit to the Declaration of Submission of Property to Horizontal Property Regime for Clover Condominium (The Declaration).

3. I hereby certify that I have verified by non-destructive field observations that the above referenced Building Plans diagrammatically represent Units A, B, C, D, E, F, and G, (132 Greenfield Drive), of Clover Condominium, located therein, and the common elements that the Declarant has now constructed on the land shown on the attached Site Plan, as Exhibit "A", insofar as is reasonably possible due to expected carpentry tolerances, except for the following:

    a. Sheet 01 – FP Type 1
        1) Unit A,
            a) the walk-in door and the window have been swapped along the front elevation. A 3'-0" walk-in doorway has been installed on the right elevation wall, where the right elevation exterior wall meets the rear elevation exterior wall.
            b) The bathroom wall running parallel with the rear exterior wall has extended to measure 10'-7" wide. The bathroom wall running parallel with the common party wall has been extended to measure 8'-11" long.

c) Within the bathroom, the toilet and sink have been shifted over to be directly adjacent to the wall containing the door to the bathroom. A shower stall has been installed in the corner of the bathroom, in place of where the toilet is shown on the Building Plans. A full height wall has been installed to separate the shower from the new toilet location, 3'-4" deep, extending from the bathroom wall that is shared with the rest of the unit.

2) Unit G

a) The bathroom has been constructed such that the wall running parallel to the rear exterior wall measures 9'-9" wide, exterior measurement.

b) An additional room has been constructed within the unit, in the corner where the common party wall meets the wall of the bathroom which extends into the unit. The additional room measures 6'-9" wide along the shared bathroom wall, and 9'-3" long along the common party wall. A 3'-0" doorway has been constructed on the 6'-9" wall of said room which extends into the unit, directly adjacent to the corner of both walls which are shared with the rest of the unit.

4. I hereby certify that the attached Exhibit "A"- Site Plan locates Units A, B, C, D, E, F, and G, (132 Greenfield Drive), of Clover Condominium. That as a licensed Professional Engineer, I hereby certify that said Site Plan is sufficient to determine with reasonable certainty the location of Units A, B, C, D, E, F, and G, (132 Greenfield Drive), of Clover Condominium, and hereby certify that said Building and Units, as constructed, are located as indicated on said Site Plan.

Scott B. Pottorff
Iowa License Number 16932
My biennial license renewal date is December 31, 2024.

Subscribed and sworn to before me by said Scott B. Pottorff this 3rd day of October, 2023.

LACEY STUTZMAN
Commission Number 822560
MY COMMISSION EXPIRES
DECEMBER 3, 2025

Notary Public in and for the State of Iowa.

EXHIBIT "E"

ARTICLES OF INCORPORATION
OF
CLOVER CONDO OWNERS ASSOCIATION, INC.

To the Secretary of State of the State of Iowa:

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

ARTICLE I
Name

The name of this corporation is CLOVER CONDO OWNERS ASSOCIATION, INC. and it is incorporated under Chapter 504 of the Iowa Code.

ARTICLE II
Purpose and Powers

(a) The purpose of the corporation is to provide an entity for management of the affairs of and to act as the council of co-owners for that certain horizontal property regime, commonly known as a condominium complex; created and submitted pursuant to the provisions of Chapter 499B, Code of Iowa, known as "Clover Condo" (sometimes referred to as the "Regime") located in Johnson County, Iowa.

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

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

(c) The purposes of the corporation are not for private profit or gain and no part of the corporation's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation is expressly prohibited from making any distributions of income to its members, directors, or officers, although members, directors, or officers may be reimbursed for expenses incurred while conducting the affairs of the corporation. No dividends shall be paid to members at any time.

ARTICLE III
Registered Office and Agent

The address of the initial registered office of the corporation is 115 Third Street SE, Suite 1200, Cedar Rapids, Iowa 52401 and the name of its initial registered agent at such address is Matthew J. Hektoen.

ARTICLE IV
Board of Directors

The number of directors constituting the initial board of directors of the corporation is one, and the name and address of the person who is to serve as the initial director is:

Scott Andersen
1100 Andersen Place, Suite 550
Tiffin, Iowa 52340

The initial director shall not be subject to removal until his term expires as provided in the Bylaws. Thereafter a director may be removed from office at a special meeting of the members of the corporation in such manner as may be provided by the Bylaws.

After the initial board of directors, the board shall consist of such number of directors as shall be fixed and determined by the members from time to time at each annual meeting thereof at which directors are to be elected.

ARTICLE V
Incorporator

The name and address of the incorporator is: Scott Andersen, 1100 Andersen Place, Suite 550, Tiffin, Iowa 52340.

ARTICLE VI
Bylaws

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

ARTICLE VII
Members and Voting

Persons who from time to time own condominium units submitted to the Regime,

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

ARTICLE VIII
Distribution of Assets Upon Dissolution

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

ARTICLE IX
Amendment

Articles VI, VII, and VIII shall be amended only by unanimous vote of all of the members of the corporation. Any other amendment to these Articles may be made as provided in Chapter 504 of the Code of Iowa and amendments thereto, except any in conflict with or contrary to the provisions of the Declaration of Condominium in the form adopted or as later amended submitting lands and Units to the Regime shall be void and of no force and effect.

Executed and dated at Tiffin, Iowa, this 1st day of October, 2023.

Scott Andersen, Incorporator
1100 Andersen Place, Suite 550
Tiffin, Iowa 52340

EXHIBIT "F"

BYLAWS
OF
CLOVER CONDO OWNERS ASSOCIATION, INC.

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

ARTICLE I

Scope and Definitions

1. The following are Bylaws of Clover Condo Owners Association, Inc., a nonprofit corporation organized under Chapter 504, Code of Iowa, (the "*Association*") which govern the council of co-owners of Clover Condo, a condominium regime, situated in Tiffin, Johnson County, Iowa.

2. The term "regime" means the horizontal property (condominium) regime known as Clover Condo, a Condominium, and situated and located on the following described real estate situated in Tiffin, Johnson County, Iowa, to-wit:

> Lot 1, The Shamrock Center, Tiffin, Iowa, according to the plat thereof recorded in Book 64, Page 19, plat records of Johnson County, Iowa

As and if additional buildings and land are submitted or removed from the same regime, this corporation shall likewise function as the council of co-owners of the entire regime as thus supplemented and enlarged or contracted.

3. The term "person" shall include a corporation, trust or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter according to context.

4. The term "Declaration" shall mean that certain Declaration of Submission of Property to Horizontal Property Regime for Clover Condo, a Condominium.

5. The term "Developer" shall mean Hightower Development, Inc. an Iowa corporation and its assigns.

ARTICLE II

Members and Voting Rights

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of the units lawfully submitted to the regime shall constitute the members of the

Association, and membership shall automatically cease when the record ownership of such unit is terminated. The Developer of the regime shall be a member and have the rights of membership with respect to completed but unsold units that have been submitted to the regime.

2. If ownership is acquired or terminated by instrument of transfer but not of record, or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors (the "*Board*" or the "*Board of Directors*") of the Association evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the Owner or property right in respect to which he is serving.

3. If more than one person owns an interest in the same unit, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast by the person or persons named on a certificate signed by all owners or fiduciaries or other officials. If such certificate is not executed and filed with the Association, the number of votes entitled to be cast with respect to that unit shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all owners, or fiduciaries, or officials are present and concur in the casting of such votes. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast which shall be equal to the number of units in the regime, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the condominium documents.

4. The total number of votes outstanding and entitled to be cast by all members is equal to the number of units in the regime. The owner of each unit shall be entitled to one (1) vote. If there is more than one owner, the owners shall be entitled to one (1) vote collectively. All votes cast by members collectively shall be cast as one (1) vote and may not be divided.

ARTICLE III

Membership Meetings

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

2. At any annual or special meeting, the presence of members in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All action taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting unless

a different rule is provided herein or by the Articles of Incorporation, the Declaration, Bylaws or any agreement to which the Association is a party. If neither the president nor vice-president is available to preside, a chairman shall be elected.

3. A special meeting of the members may be called by the president or, in the event of his absence or disability, by the vice-president, or by one-third of the directors or by such number of members who are entitled collectively to cast at least twenty-five percent of the total number of votes outstanding and entitled to be cast.

4. It shall be the duty of the secretary or his designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purposes of the special meeting as defined in said notice.

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

A. Election of chairman, if required.
B. Calling roll and certifying of proxies.
C. Proof of notice of meeting or waiver of notice.
D. Reading and disposal of any unapproved minutes.
E. Reports of officers, if applicable.
F. Reports of committees, if applicable.
G. Election of inspectors of election, if applicable.
H. Election of directors, if applicable.
I. Unfinished business.
J. New business.
K. Adjournment.

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

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

7. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his unit within the condominium regime, unless at the time of giving of such notice, the member has in writing directed a different mailing address to be carried on the rolls of the Association. If a unit is owned in common or jointly, notice is duly given to the person named in the certificate required by paragraph 3 of Article II.

8. The annual meeting of the members shall be held in November of each year, provided the first annual meeting shall not be held until the date described in paragraph 9 of Article VI of the Declaration. The Developer may accelerate the date of the first annual meeting of the Association. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting.

ARTICLE IV

Board of Directors

1. The Association and its affairs shall be governed, managed, and administered by a Board of Directors. The initial board is one in number and the initial Director shall be Scott Andersen. The term of the initial Directors shall expire as provided for in paragraph 9 of Article VI of the Declaration or shall be shorter if the initial director resigns prior to the end of his two-year term. The initial Director need not be a member of the Association. At the earlier of the expiration of the term of the initial Director or his resignation and thereafter, the Board of Directors shall be selected from the members of the Association. An officer or designated agent of a corporate member may serve as a director.

2. From and after the expiration of the term of the initial director, the Board of Directors shall be no less than one (1) and no more than three (3) in number. At such time, the full complement of directors shall be elected. Thereafter the term of office for each director shall be three (3) years. All directors shall serve until their successors are duly designated and qualified.

3. Election of directors shall be by ballot in which votes are cast in favor of as many directors as there are vacancies to fill. The person having a majority of the votes cast shall be elected. If no person receives a majority vote, as many additional ballots shall be taken as may be required and in each such case, the nominee receiving the least number of votes in the previous ballots shall be eliminated from further consideration.

4. Vacancies in the Board of Directors may be filled until the date of the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial Directors shall not be subject to removal. Thereafter a Director may be removed from office at a special meeting called for such purpose if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the Directors may be called by the president or any two Directors. Not less than two days notice shall be given, personally or by mail, telephone

or telegraph, which notice shall state the time, place and purpose of the meeting.

7. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and by such resolution provide the extent and manner to which the same may have and exercise the authority of the board.

ARTICLE 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, a Treasurer and a Secretary, who may or may not be Directors but who must be members, all of whom shall be elected annually by the Board of Directors, except that the initial officers and their successors shall be chosen by the initial Board of Directors, and the initial officers need not be members of the Association. The Board of Directors may from time to time create and fill other offices and designate the powers and duties. 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. More than one office may be held by a single person.

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

3. The vice-president shall preside over membership meetings in the absence or disability of the president, and shall otherwise exercise the powers and duties of the president in the event of the absence or disability of the president, and shall generally assist the president and exercise such other powers and duties as are prescribed by the directors.

4. The secretary shall keep the minutes of all proceedings of membership meetings and directors' meetings and shall have custody and control of the minute book of the Association, and shall keep or be in charge and control of the records of the Association except those of the treasurer, and shall give notice where required or directed to do so.

5. The treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof and shall pay vouchers approved by the board or designate some person under his or her control to do so.

6. 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 condominium.

7. Any deed or contract for sale of real estate or lease (or assignment of such

contract or lease) may be executed by the president or vice-president and any officer other than the president or vice-president. Any lien held by the Association may be released by any of the officers of the Association. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

ARTICLE VI

Powers and Duties of the Board of Directors

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

1. To make and collect regular and special assessments against members for all common expenses.

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

3. The maintenance, repair, replacements, and operation of the "condominium property" (as defined in the Declaration) including all common areas, elements and facilities, and units, as applicable and the construction of new improvements or alterations if authorized, and making or providing for payments for all such work and approving or delegating to the treasurer authority to approve vouchers therefore.

4. The reconstruction, repair, restoration, or rebuilding of the condominium property and of any units as applicable after casualty or otherwise, as provided in the Declaration.

5. To make and amend regulations restricting the use and occupancy of the property in the condominium and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the condominium documents.

6. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the Association and the regulations for the use of the property in the condominium.

7. To contract for management of the condominium and to delegate to such contractor all powers and duties of the Association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the Association; to employ, designate and remove any personnel necessary for the maintenance,

repair and replacement of the common areas and facilities.

8. To pay taxes and assessments which are liens against any part of the condominium other than individual units and the appurtenances thereto, and to assess the same against the units subject to such liens.

9. To carry insurance for the protection of owners and the Association against casualty, liabilities, and other contingencies.

10. To pay the cost of all utility or other services rendered to any of the condominium property that is not billed directly to owners.

11. To interpret and apply the provisions of the condominium documents in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners; to conduct or supervise all votes or determinations by members other than a membership meeting.

12. To acquire title to and ownership of in the name of the Association units within the regime upon judicial sale, and on behalf of all owners to sell, lease or mortgage such units and to borrow funds for any legitimate purpose and to assign as security therefore the assessment receivables due the Association, provided the Board of Directors may in no manner affect or encumber the common elements of the regime or any unit or the fractional interest appurtenant to such unit (except such units and the interests appurtenant thereto as the Association has acquired upon judicial sale) and provided further, the authority of the Board of Directors to borrow in excess of $5,000 other than in connection with the mortgage of an acquired unit to the amount of the loan value thereof shall be exercised only in the event of approval of owners entitled to cast seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease, or encumbrance of units or assessments receivables, the Board of Directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

ARTICLE VII

Common Expenses; Assessments and Collection

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in any of the condominium documents and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B and 504, Code of Iowa.

2. Assessments against the units and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expense of the Association, which assessments, in addition to being and constituting a lien against the unit in question and the appurtenances thereto shall also be a personal liability of the owner and jointly

and severally if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each unit and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment made therefore as is derived by multiplying the total assessment by the percentage interest of ownership of the common elements which is appurtenant to that unit, as set forth in Exhibit D to the Declaration. Certain common expense for increased insurance premiums provided by Article IX, paragraph 4, of the Declaration or on account of the failure of an owner to provide maintenance as provided by Article IX, paragraph 2(c) of the Declaration or other defaults an Owner shall be recovered by an assessment made only against a particular unit(s) and the owner or owners, which assessments are referred to in the condominium documents as "special" assessments and shall be made in the necessary amounts and without regard to the percentage of interest formula. The expense of utilities which are not separately metered to each unit is a common expense but the assessments may be made either according to the fractional interest appurtenant to each unit or as "special" assessments on some other equitable prorated basis as the Board of Directors may determine.

3. Where a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, and his or her successors and assigns, shall not be liable for the assessments chargeable to such unit due prior to the acquisition of title and such unpaid assessment shall be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his or her 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 whether generally or "specially" levied against a unit and the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid.

A first mortgagee, upon request, shall be entitled to written notification of any default in the performance of the mortgagor of any obligation created by the Declaration, the Articles or any other document affecting the condominium, which default is not cured within sixty (60) days.

4. The Board of Directors shall adopt a budget for each fiscal year period as it elects to report on for income tax purposes which shall include the estimated funds required to defray the following common expenses:

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

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually and for replacement of common

property required on account of depreciation or obsolescence.

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

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

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

6. The regular annual assessments made for current expense and deferred maintenance and replacement reserves or for any other purpose shall be due from and paid by the unit owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one (1) year period in question. If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired a unit, the assessment otherwise due and payable, reduced by the amount of income which may be derived from the leasing of such unit by the Association, shall be apportioned and assessments for the unit levied ratably among all other owners according to their percentage interests in the common elements.

7. At the time of the recording of the Declaration or when the certificate of occupancy for a "Building" (as defined in the Declaration) has been issued or as the Board of Directors determines, in its discretion, that a Building and improvements have been substantially completed and are ready for occupancy, the Board of Directors shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Association as determined by the condominium documents during the period of any fractional calendar year or any fractional fiscal year as may remain until the commencement of the initial one (1) year period contemplated by paragraph 4 of this Article, which assessments shall be effective as of the date of the certificate of occupancy or such determination made by the board.

8. If prior to the date of its first annual meeting the Association requires capital, the Developer may loan to it any sums required in excess of the assessments for which the Developer is liable as a unit owner, in which event the requirement of Article VI, paragraph

12, of approval by a seventy-five percent (75%) vote shall not apply.

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

10. The Association shall at all times maintain complete and accurate written records of each unit owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that unit owner. Any person other than an 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.

11. Notwithstanding anything to the contrary in these Bylaws, any regular annual assessment or common emergency or extraordinary expense assessment may not be increased by more than Fifty Dollars ($50) per month without the approval of the members at a special or annual meeting by a vote provided for in Article III, paragraph 2.

ARTICLE VIII

Taxes

1. Real Estate Taxes. Real estate taxes assessed against the regime shall be assessed against the individual units by the assessing authorities and shall be paid by the unit owners. Each owner's assessment shall include the owner's fractional share of the common elements as set forth in the Declaration. Each unit owner when assessed shall be liable to pay all of such taxes assessed and the Association shall have no responsibilities to pay the same but may do so as provided in Article VI, paragraph 8, of these Bylaws.

2. Personal Taxes. If any personal taxes are assessed against an owner, such owner shall be solely responsible for the payment of the taxes. If any personal taxes are assessed against the Association, such taxes shall be paid by the Association as a part of the Association's common expenses.

ARTICLE IX

Referendum

Any vote or determination required or permitted to be made by the members of

the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such a ballot may be initiated by one-third (1/3) of the Board of Directors or upon the written petition of owners who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding. If such referendum is initiated, the secretary shall prepare and mail to each member a ballot returnable in no less than ten (10) nor more than fifty (50) days from the date of mailing. If prior or subsequent to such petition a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

ARTICLE X

Amendment

1. Except as provided in these Bylaws, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of or upon a referendum ballot by the members upon the affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration and these Bylaws. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with unit ownership, define the total number of votes, and base for each unit the number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Association on the fractional interest appurtenant to that unit unless unanimous consent of the unit owners and their mortgagees is secured. Any amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws which affect Developer's rights, shall be void unless the written consent of Developer is given.

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

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

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

5. Notwithstanding anything to the contrary in these Bylaws, until all proposed Units in the Regime are sold, the Developer shall have the right to unilaterally amend these Bylaws.

ARTICLE XI

Indemnification of Directors and Officers

The Association shall indemnify any director or officers of the Association, any former director or officer and any such person who at the request of the Association is serving or has served as a director, officer, employee, agent or trustee of another Association, partnership, joint venture, trust or other enterprise, and their heirs, executors and administrators, against all expense, liability and loss (including attorneys' fees, judgments, fines, taxes, penalties, and amounts paid in settlement) actually and reasonably incurred by the indemnitee as to action in the person's official capacity and as to action in another capacity while holding office if the person acted in good faith and in a manner reasonably believed by the person to be in or not opposed to the best interest of the Association, and, with respect to any criminal action or proceeding, the person had no reasonable cause to believe the person's conduct was unlawful. The indemnification shall include but not be limited to the amount of funding for reserve accounts, pursuing remedies for the collection of unpaid assessment and determining the extent of maintenance, repair, replacements and operation of the condominium property. The indemnification shall exclude any directors' and officers' acts for gross negligence or willful misconduct in the performance of their duties to the Association unless and only to the extent that a court in which such action or suit was brought shall determine upon application that, despite the adjudication of liability but in view of all circumstances of the case, the officer or director is fairly and reasonably entitled to indemnity for such expenses which such court shall deem proper. The obligation of the Association under this Article shall be subject to the terms and conditions of a plan of indemnification adopted by a majority of the Board of Directors. Any such plan may limit or condition the obligation of the Association, may grant contract rights to indemnitees, may limit indemnification to persons serving in specified offices, may provide procedural and substantive rights to indemnitees and may be amended, modified or terminated by a majority of the Board of Directors. A plan of indemnification may obligate the Association to indemnification which is less than the full extent permitted by applicable law and may contemplate future change in applicable law.

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

obligate the Association to acquire and maintain insurance or to otherwise provide funds to meet its obligations.

ARTICLE XII

General 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 a corporate seal.

3. The Board of Directors may require fidelity bonds from all directors, officers or agents handling or responsible for Association funds, except any insurance trustee, and may procure an audit of the accounts and financial records of the Association not less than every two (2) years, and the expense of such matter shall be a common expense of the Association.

4. Each member shall have the obligations as such member as are imposed upon him or her by the condominium 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 condominium property, except as the same may attach only against his or her appurtenant interest and be removable as such.

5. The Board of Directors may, in its discretion, issue written evidence of membership, but the same shall be evidence of membership only and shall in no manner 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 an appurtenance to such assignment, hypothecation, or transfer of the unit.

6. So long as a unit is owned by Developer, Developer shall only be subject to assessment for "current" expense. Upon acquisition of such a unit from Developer, however, such unit shall then be subject to assessment for "reserves" for a prorated balance during the fiscal year in question and the payment in the same amount as previously assessed against the unit not owned by Developer and to assessment and, in addition, the lien for any emergency assessments in the same manner as if such unit had not been Developer owned at the time such assessments were made.

Dated: Oct 4, 2023

Scott Andersen, Director