

**DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

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Iowa City, Iowa 52240.

DEVELOPER'S ATTORNEY: C. Peter Hayek
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ATTACHMENTS:

EXHIBIT "A" - Description of Land, Units and Ownership Interests in Common Elements	3 pages
EXHIBIT "B" - Site Plan	1 page
EXHIBIT "C" - Plans and Specifications	4 pages
EXHIBIT "D" - Articles of Incorporation of Idyllwild Condominiums Owners Association	4 pages
EXHIBIT "E" - By-Laws of Idyllwild Condominiums Owners Association	13 pages
EXHIBIT "F" - Rules and Regulations for Idyllwild Condominiums Owners Association	2 pages
EXHIBIT "G" - Surveyor's Affidavit	1 page

**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 Property Regime established by Chapter 499B, The Code of Iowa, is made and executed in Iowa City, Johnson County, Iowa, this 23rd day of November, 1992, by Idyllwild Development, Inc., an Iowa corporation, hereafter referred to as "Declarant".

W I T N E S S E T H :

WHEREAS, Declarant is the Owner of certain real property located in Iowa City, Johnson County, Iowa, legally described as follows:

Idyllwild Condominiums, Iowa City, Iowa;

and;

WHEREAS, ~~Declarant is the owner of 26 multi-family buildings and improvements built, or to be built,~~ upon the real property described above and it is the desire and the intention of the Declarant to divide the Project into condominiums and to sell and convey the Condominium Units to various purchasers pursuant to the provisions of the Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions;

and;

WHEREAS, Declarant desires and intends to submit all of the above described property and buildings and improvements constructed thereon, together with all appurtenances, to the provisions of the Horizontal Property Act as a Condominium Project,

NOW, THEREFORE, Declarant hereby publishes and declares 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 the Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, its

grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.

Definitions

1. **Declarant.** The term "Declarant" shall mean Idyllwild Development, Inc., which has made and executed this Declaration.

2. **Declaration.** The term "Declaration" shall mean this instrument by which Idyllwild Condominiums is established as provided under the Horizontal Property Act.

3. **Project.** The term "Project" shall mean the entire parcel of real property referred to in this Declaration to be divided into Condominiums, including all structures thereon.

4. **Unit.** The term "Unit" shall mean one or more rooms occupying all or part of a floor or floors intended for use as a residence and not owned in common with other Owners in the Regime. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and include the portions of the Building so described and the air space so encompassed. The Regime will consist of twenty-six (26) Buildings, each containing four (4) Units.

5. **General Common Elements.** The term "General Common Elements" shall have the meaning as defined in Article IV of this Declaration.

6. **Limited Common Elements.** The term "Limited Common Elements" shall have the meaning as defined in Article V of this Declaration.

7. **Building.** The term "Building" shall mean the structural improvements located on the land, forming part of the real estate and containing Units as more particularly described on Exhibit "B" and in Paragraph 2 of Article II of this Declaration.

8. **Garage.** The term "garage" means a structure abutting a driveway, contiguous with the Building and intended for, but not limited to the storage of an automobile.

9. **Condominium.** The term "condominium" means the entire estate in the real property owned by an Owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a Unit.

10. Owner. The term "Owner" means any person with an ownership interest in a Unit in the Project.

11. Council of Co-Owners. The term "council of co-owners" means all the co-owners of the Building and is otherwise known and synonymous with the term "association" and/or "homeowners association".

12. Association. The term "association" means the same as the "council of co-owners" as defined in Paragraph 11 hereof and refers to Idyllwild Condominiums Owners Association and its successors.

13. Condominium Documents. The term "condominium documents" means this Declaration, and all exhibits attached hereto including the By-Laws of the Association.

14. Plural and Gender. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter, according to the context.

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

16. 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.

ARTICLE II.

Description of Land, Buildings and Units

1. Description of Land. The land submitted to this Regime is located on Foster Road in Iowa City, Johnson County, Iowa, and is legally described as follows:

Idyllwild Subdivision, Iowa City, Iowa.

2. Description of Buildings. The Condominium Regime will consist of twenty-six (26) Buildings, each of which contains four (4) dwelling Units. The Buildings shall be essentially the same, except that there are two (2) slightly different building designs for the Buildings located within the Regime. Please see Exhibit "C" for two building plans. Each Building will be constructed to the following general specifications, depending upon which variation is constructed:

BUILDING DESIGN

Excavating and Grading: The contractor shall do all necessary excavating and grading for the construction of the Building. All surplus soil will be hauled away from site by the contractor and any additional fill needed is to be delivered to site by contractor. Grade level shall be mutually established by the contractor and engineer to allow for proper drainage.

Footings and Foundations: Shall be constructed per plan with 8"x48" smooth concrete walls with 3 #4 rods horizontal on a 16"x8" concrete footing with 2 #4 rods continuous. Interior footings will be dug after all mechanical ground work is in, and poured with floor.

Concrete Flatwork:

Main Floor - 4" concrete on 4" compacted fill on .004 polyethylene vapor barrier. Rerod will be used to span overdig area beside exterior walls.

Garage Floor - 4" concrete with wire mesh. Floor to slope toward overhead door opening.

Driveways - 4" concrete with wire mesh. NOTE: Driveways not included in building price. To be taken from development costs.

Patios, Stoops, and Porches - 4" concrete with #4 bars 2' on center.

Service Walks - 4" concrete, exact width to be mutually agreed upon by the contractor and owner.

Framing Lumber: Will be spruce or white wood for 2x4's and 2x6's with #2 or better fir for larger members. All exterior walls to be 2x6 construction. 2x4 construction on interior walls. Floor framing to be 14" floor trusses 19" on center with 3/4 tongue and groove OSB board glued and nailed. Roof framing to be engineered roof trusses 24" on center with 1/2" OSB board sheathing, 15# felt and 235# three tab asphalt shingles. The peak will be capped with vent-a-ridge for attic ventilation.

Exterior walls sheathed 1/2" OSB board and wrapped with Tyvek air infiltration barrier. Siding to be vinyl double 4" horizontal, with vinyl corners and windows and door trim. Fascia and overhangs will be finished with aluminum. Remainder of exterior will be brick facing per plan using king size brick.

Exterior Windows: Andersen High Performance Casements with screens and grilles. Wood jambs interior and aluminum clad exterior.

Exterior Doors: Metal insulated flush doors. All entry doors and garage service doors to have self-closing hinges. Patio doors will be Andersen white clad exteriors and wood finish interiors.

Garage Doors: Wood grained white steel raised panel insulated overhead doors with openers and two remotes.

Insulation:

Sidewalls: R-19 6" friction fit batts

Ceiling: R-40 Insul Safe III blown-in insulation

Garage Walls: R-13 4" friction fit batts

Entry Ceiling: R-30 10" friction fit batts

Party Walls: 2 layers 3 1/2" sound

Floor Trusses: 3 1/2" sound.

Foundation: 2" rigid insulation
3/4" Gyp-Crete applied over sub-floor on second level.

Drywall: 5/8" on ceilings, party walls, and walls abutting hallways; 1/2" on all other walls. All orange peel spray on ceilings and orange peel on walls. Garage sheetrocked with 5/8" firecode and finish coated smooth.

Interior Doors and Trim: Flush and bi-fold type with oak veneer with polished brass knobs. All bedrooms and bathrooms will have privacy locks. Casing and base to be oak colonial style molding. Oak railing will be of the traditional type.

Finished Flooring: An allowance will be provided to the owner for floor coverings throughout the house. If the cost of the floor covering exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all floor coverings.

Closets: Standard closet shelving will be vinyl wrapped wire. Entry closet will have one shelf and rod. Linens will have four shelves. Bedroom closets will have two shelves in a combination determined by owners. Shelf over washer and dryer.

Cabinets and Vanities: Merillat Homestead Oak flat panel in kitchen and baths per layout. Standard countertops will be post-formed laminated with rolled front edge. Color to be selected by owner.

Bath Accessories (mirrors, paper holders, shower doors): An allowance will be provided to the owner for bath accessories throughout the house. If the cost of the bath accessories exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all bath accessories.

Painting/Staining: Two coats latex applied to walls and ceiling (off white). Oak woodwork to be stained, with two coats of sealer and two coats of lacquer. All metal doors finished with enamel. Garage walls to receive one coat of latex.

Heating & Air Conditioning: Forced air 100,000 BTU 80% efficient gas furnace with 36,000 BTU central air conditioners. Honeywell thermostats. First floor will have all supply ducts in concrete floor with return air in floor truss space. Second floor will have all ducts in attic space.

Plumbing:

Kitchens: Dayton 33"x21" 20-gauge stainless steel sinks with Moen single handle control swing spout faucets, hose and spray attachments, strainers, supplies, and stops. Connections and installation of undercounter dishwasher. Insinkerator garbage disposal. Water line rough-in for refrigerator ice maker.

Half Baths: Aqua Glass 5' white fiberglass tub/shower modules with Moen single handle faucets. Gerber white oval sinks with Moen single handle control centerset faucet. Gerber white toilets and seats.

Master Baths: Aqua Glass 48"x36" white fiberglass shower module with Moen single handle control faucets. Gerber white oval

sinks with Moen single handle control centerset faucet. Gerber white toilets and seats. White fiberglass whirlpool tub with two handle faucets and roman spout.

Laundry Room: Provisions for washer.

Furnace Rooms: 50 gallon water heater. 3 valve by-pass set up for future soft water. Floor drain beside furnace, water meter set-ups.

Three outside faucets on house meter.
All underground lines to be cast iron.
Sewer and water run to building.

Electrical: Install a 400 amp 120/240 volt five meterstack underground electrical service. Each unit to have its own 100 amp panel and meter. One for house.

Each Unit:

Wire per city code.
Wire for two fan/lights.
Wire for microwave hood.
220 for range and dryer.
Wire for dishwasher, garbage disposal, furnace, air conditioners.
Furnish and install fan/light in bathrooms.
Furnish and install smoke detectors per city code.
Weatherproof outlet on porch.
Wire one GFI outlet in garage.
Furnish and install porcelain fixtures in garage.
Prewire T.V. outlets - 5 per unit.
Prewire telephone jacks - 5 per unit.
Install all light fixtures.

House/Common Areas:

Wire per city code.
Install all light fixtures.
Furnish and install electric baseboard heat in hallway.

Electrical Fixtures: An allowance will be provided to the owner for light fixtures throughout the house. If the cost of the light fixtures exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all light fixtures.

Common Area fixtures by contractor.

Fireplaces: Metal prefabricated gas fireplaces. Includes a \$400.00 facing and mantel allowance.

Appliances: An allowance will be provided to the owner for selection of kitchen appliances. The appliances include range, spacemaker microwave/hood, dishwasher, refrigerator. If the cost of the appliances exceeds the allowance, the difference will be paid by the owner. If the cost of the appliances is less than the allowance the difference will be credited or refunded to the owner.

Gutters: Seamless aluminum gutters and spouts.

3. Description of the Units. Annexed hereto and made a part hereof as Exhibit "A" is a list of all Units in the

Buildings, their Unit designations, percentage interest of each Unit in the Common Elements, number of votes per Unit in the Association, and prorata share of common expenses.

Annexed hereto and made a part hereof as Exhibit "B" is a site plan showing the location of the Buildings and the Limited Common Elements to which each Unit has immediate access.

Annexed hereto and made a part hereof as Exhibit "C" are the Building plans for the Buildings which together with the definition of the term "Unit" in Article I show the dimensions of each Unit.

ARTICLE III.

Ownership Interests

1. **Exclusive Ownership and Possession by Owner.** Each Owner shall be entitled to exclusive ownership and possession of his/her Unit. Each Owner shall be entitled to an undivided interest in the Common Elements in the fractional interest expressed in Exhibit "A" of this Declaration. The fractional interest of each Owner in the Common Elements as expressed in Exhibit "A" shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended Declaration duly recorded. The fractional interest 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 it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, ceiling, windows and doors bounding his/her Unit, nor shall the Owner be deemed to own the utilities running through his/her Unit which are utilized for, or serve more than one Unit, except as a fractional interest in the Common Elements. An Owner, however, shall have the exclusive right to paint, re-paint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding his/her Unit.

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 and 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 is that fraction as set forth in Exhibit "A".

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 or Units 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 Idyllwild Condominiums Owners Association and one vote in the affairs of the Association and of the Regime; provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the By-Laws of the Association and of the other Condominium documents. The action of such Association shall be deemed the action of the Owners; and such action, when taken in accordance with the By-Laws of the Association and this Declaration shall be final and conclusive upon all Unit Owners.

7. Cross Easements. Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association, and from the Association to the respective Unit Owners as follows:

- (a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;
- (b) Through the Units and common facilities for maintenance, repair and replacement, or reconstruction of Common Elements, but access to Units shall be only during reasonable hours except in case of emergency;
- (c) Every portion of a Unit contributing to the support of a Building is burdened with an easement of such support for the benefit of all such other Units;
- (d) Through the Units and common areas for conduits, ducts, heating, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Units in the common areas.

ARTICLE IV.

General Common Elements

1. **Definition.** General Common Elements shall include all portions of the Project (land and improvements thereon) not included within any Unit except such portions of the Project which are defined as Limited Common Elements in the following Article. The General Common Elements also include, but are not limited to, the following:

- (a) The land on which the Building is erected.
- (b) The foundations, floors, and exterior walls of each Unit and of the Buildings, ceilings, and roofs, communication ways, and in general all devices or installations existing for common use, except as limited in the next Article.
- (c) Installations for public utilities, including electric, gas and cold water for common use.
- (d) Front, side, and rear yards; plantings, driveways, walks, and open parking spaces.

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 Units by this Article and amendments hereto and such reservations shall be to the exclusion of all other Units.

2. **Reservation.** The following Common Elements are reserved and shall constitute the Limited Common Elements:

- (a) All exterior walls of a Building, all walls and partitions segregating Units from other Units, interior load-bearing walls and all other Elements which are structural to a Unit are reserved for that Unit (or Units where partitions separate two Units contained in a Building).
- (b) The immediate hallways and entrances leading to each Unit are reserved for those Units.
- (c) The wooden ground-level patio for each Unit.

3. **Exception.** Notwithstanding the reservations made by this Article, the design of the Buildings, grounds to be submitted and the integrity and appearance of the Regime as a whole are the common interests of all Owners and, as such, shall remain a part of the General Common Elements.

4. **Rights of Association.** The reservation of the Limited Common Elements herein shall not limit any right the Association and its agents may otherwise have to alter such Limited Common Elements or enter upon such Limited Common Elements.

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, to use Common Elements (General and Limited), and to show Units. All signs and all items and equipment pertaining to sales or rentals or construction in any Unit furnished by the Declarant for sales purposes shall not be considered Common Elements and shall remain Declarant's 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.

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

3. **Designation of Association Directors.** Declarant shall have the right to name all members of the Board of Directors of Idyllwild Condominiums Owners Association until the first annual members' meeting of said Association which shall be held as provided for in the By-Laws. Thereafter, the Board of Directors shall be selected in the manner specified in the By-Laws of the Association.

ARTICLE VII.

Management of the Regime

1. Association; Council of Co-owners. The operation of the Condominiums shall be by a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa. The name of the Association shall be "Idyllwild Condominiums Owners Association". Copies of its Articles of Incorporation and By-Laws are attached hereto as Exhibits "D" and "E", 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, families, guests and other persons using or occupying the Regime shall be bound by and strictly comply with the provisions of the By-Laws 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 By-Laws 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 and any mandatory or other injunctive relief without waiving either remedy.

3. Power of Association. Each Owner 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 499B and 504A of the Code of Iowa, 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 acquiring a Unit at foreclosure sale and holding, leasing, mortgaging or conveying the same. Each Owner hereby waives any rights to delay or prevent such foreclosure by the Association which he/she may have by reason of a homestead exemption.

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. After receiving the approval of the Association elsewhere

required, 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. The membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each Unit owned by such member.

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/her Unit.

7. Board of Directors. The affairs of the Association shall be conducted by a Board of three (3) directors who shall be designated in the manner provided in the By-Laws. The Board may employ a manager or managerial service company and delegate various responsibilities to such person as more particularly described in the By-Laws. The management fee shall be a Common expense.

8. Discharge of Liability. All Owners shall promptly discharge any lien which may hereafter be filed against their Condominium Unit.

9. Limitation of Association's Liability. The Association shall not be liable for any injury or damage to property whatsoever 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 government 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 legal fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director or officer of the Association, or any settlement thereof, whether or not he/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/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 for 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:

<u>Name</u>	<u>Address</u>
Kevin Hanick	500 South Dubuque Street Iowa City, Iowa 52240.

ARTICLE VIII.

Maintenance, Alteration and Improvement

1. Definitions. Certain terms used in this Article shall have a meaning as follows, provided any dispute over the characterization of work within one of the following 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 Supplementary Declaration.

2. Maintenance by Association.

- (a) The Association shall maintain all Common Elements, whether Limited or General, and shall make assessments therefor as a common expense except where maintenance has been specifically made the responsibility of each Unit.
- (b) The Association shall repair incidental damage caused to a Unit through maintenance by the Association and shall assess the cost thereof as a common expense.
- (c) If a Unit Owner defaults on his/her responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the costs thereof against the Unit of such Owner and such assessment shall be collectible as if it were an assessment for common expenses.
- (d) The Association may, in its discretion, assume

responsibility for any maintenance project which required reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one Unit and the costs thereof may be, in the discretion of the Association, either assessed against each Unit on which such costs were incurred or assessed against all Units as a common expense according to the circumstances.

- (e) As part of the subdivision proceedings undertaken with the City of Iowa City, Iowa, to obtain the City approval of the Idyllwild Condominiums, Iowa City, Iowa subdivision and approval of the preliminary OPDH-8 plan and preliminary and final LSRD plan for Idyllwild Condominiums, Iowa City, Iowa, Developer-Declarant agreed to require the Association to maintain all open spaces, including, of course, the landscaping, stormwater management facilities, and all other amenities located in the common areas of the Condominium Regime. The Association shall be required to take any and all steps necessary to insure for the proper maintenance of the open space areas and common elements of the Regime, and shall make periodic assessments to the Condominium Owners and Association members to fund such maintenance. Further, the City of Iowa City, Iowa, is hereby declared to be a third party beneficiary with respect to this affirmative obligation of the Association to provide the maintenance required for the open spaces and common areas of the Regime and, specifically, the City of Iowa City, Iowa, is granted the right to seek appropriate judicial remedies, in the event the above-described open spaces and common areas are not maintained by Association in a reasonable and appropriate manner. In the event the City of Iowa City, Iowa is required to take such affirmative steps, and in the event a judicial determination is made that the Association has not taken appropriate and reasonable steps to maintain the open spaces and common areas of the Condominium Regime, the Association shall reimburse the City of Iowa City, Iowa for reasonable and necessary attorney's fees incurred by the City of Iowa City, Iowa in obtaining the relief requested.

3. Maintenance by Owner.

- (a) Each Unit Owner at his/her own expense shall maintain the interior, including the boundary surfaces, of such Unit and its equipment; shall keep the interior in a clean and sanitary condition; shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his/her Unit; and shall be

responsible for the maintenance and replacement of all personalty including carpets, other floor coverings, furnishings, and appliances within such Unit.

- (b) The Owner of each Unit shall be responsible for maintaining and replacing the plumbing fixtures within the Unit and the furnace and air-conditioning Unit serving such Unit together with heating ducts and all other utilities including electrical, and electrical fixtures or portions thereof located within the boundaries of his/her Unit. The Owner shall also, at his/her own expense, keep in a clean and sanitary condition his/her Unit, and any patio or storage place which is for the exclusive use of his/her Unit. Neither the Association nor the Regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the Owner in such storage places.
- (c) The Unit Owner shall maintain, at his/her expense, any improvement or alteration made by him/her.
- (d) The Owner of each Unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

4. Alterations or Improvements by Owner. No Unit Owner shall make or permit to be made any structural alteration to the Building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by general rule or regulation) which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration, on insurance of other property of the Regime, and which shall arrange with such Unit Owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of any Building or Common Element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the Regime as a whole. Unit Owners shall do no act or work which will impair the structural soundness or integrity of the Building or safety of the property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership interests appurtenant to such Unit.

5. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors of the Association, the Common Elements shall require additions, alterations, or improvements costing in excess of One Thousand Dollars (\$1,000.00) and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit

Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the costs thereof as a common charge. Any additions, alterations or improvements costing One Thousand Dollars (\$1,000.00) or less may be made by the Board of Directors without approval of Unit Owners, and the costs thereof shall constitute part of the common expenses.

ARTICLE IX.

Conditions of and Restrictions on Ownership, Use and Enjoyment

1. Property Subject to Certain Provisions. The ownership, use, occupation, and enjoyment of each Unit and of the Common Elements of the Regime shall be subject to the provisions of the By-Laws 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, occupants and successors in interest.

2. Use of Property. The use of the property shall be in accordance with and subject to the following provisions:

- (a) A Unit shall be used or occupied for single family dwelling purposes only.
- (b) It is the intention of the Declarant that a Condominium Unit within this Regime shall be used by Owner solely as an Owner-occupied single-family residence. In other words, that the occupancy of a Condominium Unit within this Regime is only to be by the Owner and his/her family. However, it is understood that there may arise special circumstances, such as temporary absences due to leaves of absence or extended illnesses, the equities of which may justify a temporary rental to persons unrelated to an Owner. Such exception must be approved by the Association on a case-by-case basis, and the decision of the Association shall be final. No such temporary rental, if approved by Association, shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium documents. Further, in the event an Owner breaches or otherwise violates these rental restrictions, Association may take whatever judicial action is required to enforce the provisions of this

subparagraph, and shall be entitled to reimbursement from Owner for the reasonable attorney's fees and costs for doing so.

- (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, which may be given through regulations of the Association, and further provided that any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a lease is entered into.
- (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) 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/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.
- (f) No Unit Owner shall be permitted to erect a TV antenna or any other fixture, item or appurtenance on any Building roof.
- (g) The Association shall have the authority to adopt Rules and Regulations governing the use of the property and such rules shall be served and obeyed by the Owners, their guests and licensees.
- (h) No Unit Owner shall be allowed to install additional parking slabs on any part of the property, nor shall parking of any vehicles be allowed except on designated driveways and garages.
- (i) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, providing such entry shall be made with as little inconvenience to the Owners as practicable.
- (j) A Unit Owner shall give notice to the Association of

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

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

- (l) See the Rules and Regulations regarding pets.

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 By-Laws 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. **General Liability and Property Damage.** Comprehensive general liability and property damage insurance shall be purchased by the Board as promptly as possible following its election, and shall be maintained in force at all times, the premiums thereon to be paid by assessments of monthly Condominium Association fees. Prior to the organizational meeting, such insurance shall be procured by Declarant. The insurance shall be carried with reputable companies authorized to do business in the state in such amounts as the Board may determine. The policy or policies shall name as insured all of the Owners and the Association. Declarant shall be named as an additional insured on such policy or policies until such time as Declarant shall have conveyed all of the Condominiums in the Project. The policy or policies shall insure against loss arising from perils in both the common areas and the Units and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association and/or the Board.

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly Condominium Association fees. Policies shall provide for the

issuance of certificates or such endorsement evidencing the insurance as it may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the Project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the Owners, the Association, and Declarant, so long as Declarant is the owner of any of the Units in the Project. The Declarant shall notify the insurance carrier of any change in ownership of a Unit until such time as the Declarant shall no longer own ten percent (10%) or more of the Units, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any Unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

3. **Fire and Casualty on Individual Units.** Except as expressly provided in this clause and in clause 4, no Owner shall separately insure his/her condominium or any part thereof against loss by fire or other casualty covered by the insurance carrier under clause 2. Should any Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and/or failure to have the proceeds of such other insurance payable pursuant to the provisions of clause 2, shall be chargeable to the Owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

4. **Personal Property on Individual Units.** An Owner may carry such personal liability insurance, in addition to that herein required, as he/she may desire. In addition, such fixtures and mechanical equipment located within a Unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, furnace, air conditioning and water heater, together with additions thereto and replacements thereof, as well as the personal property of the Unit Owner, may be separately insured by such Owner, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit-Owners Insurance". All such insurance separately carried

shall contain waiver of subrogation rights by the carrier as to negligent owners.

5. **Additional Coverage.** The Board may purchase and maintain in force at the expense of the common maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain worker's compensation insurance to the extent that the same shall be required by law respecting employees of the Association. The Board shall also maintain "all risk" insurance coverage on the Project to insure against water damage and like kind of casualties, if such insurance would be reasonably available.

6. **Loss Adjustment.** The Board is hereby appointed the attorney-in-fact for all Owners to negotiate loss adjustments on the policy or policies carried by the Association.

7. **Association as Trustee for Proceeds.** In the event of damage or destruction by fire or other casualty affecting a Unit or Units, and/or if any portion or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each Unit or Units and/or the common area, and shall be paid to the Association as trustee for the Owner or Owners and for the encumbrancer or encumbrancers, as their respective interest may appear. Said insurance proceeds, and the proceeds of any special assessment as hereinafter provided, whether or not subject to liens of mortgages or deeds of trust, shall be collected and disbursed by said trustee through a separate trust account on the following terms and conditions:

- (a) **Partial Destruction of Common Elements.** If the damaged improvement is a Common Element, the Board of Directors of the Association may, without further authorization, contract to repair or re-build the damaged portion of the Common Elements substantially in accordance with the original plans and specifications thereof.
- (b) **Partial Destruction of Units and Common Elements.** In the event of damage to, or destruction of, any Unit or Units with accompanying damage to the Common Elements but the total destruction or damage does not represent sixty percent (60%) or more of the Buildings in the Regime and the costs of repairing or re-building said damaged area does not exceed the amount of available insurance proceeds for said loss by more than \$20,000.00, the Board of Directors of the Association shall immediately contract to repair or re-build the damaged portion of the Unit or Units and the Common Elements substantially in accordance with the original

plans and specifications. If the cost to repair or re-build exceeds available insurance by \$20,000.00, then Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

- (c) **Total Destruction.** In the event of sixty percent (60%) or more damage to, or destruction of, the Buildings in the Regime by fire or other casualty, the Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction, or whether said Project shall be sold; provided, however, that such determination shall be subject to the express written approval of all record owners of mortgages upon any part of the Regime. In the event of a determination to re-build or repair, the Board shall have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

In the event of a determination not to re-build, the Board shall offer the Project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been raised. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the Owners as a whole on the Project, including coverage on the Units in the common area, except for Unit coverages under clause 4 of this Article X, shall be distributed proportionately to the Unit Owners in the same proportion that the Unit in which they have an interest shares in the Common Elements, except that where there is a mortgage of record or other valid encumbrance on any one Unit then, and in that event, with respect to said Unit, the Association will distribute said proceeds as follows: First to the record owner of the mortgages upon Units and Common Elements in the Regime in satisfaction of the balance currently due on said encumbrances and then the remaining proceeds, if any, to the Unit Owner of record.

- (d) In the event that the common area is repaired or re-constructed pursuant to the provisions of paragraphs (a), (b) or (c) of this clause and there is any deficiency between the insurance proceeds paid for the damage to the common area and the contract price for repairing or re-building the common area, the Board shall levy a special assessment against each Owner in proportion to his/her fractional interest of ownership in the common area to make up such deficiency. If any Owner shall fail to pay said special assessment or assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund, and the remaining Owners shall be entitled to the same remedies as those provided in Article VII of this Declaration, covering a default of any Owner in the payment of maintenance charges.
- (e) In the event of a dispute among the Owners and/or mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board, which shall notify all other Owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of the parties. The arbitrator may include in his/her determination an award for costs and/or attorney fees against any one or more parties to the arbitration.

8. Abatement of Common Expenses. The Board is authorized to provide coverage for payment of maintenance charges which are abated hereunder in behalf of an Owner whose Unit is rendered uninhabitable for a peril insured against.

9. Review of Insurance Needs. Insurance coverages will be analyzed by the Board, or its representative, at least every year from the date hereof and the insurance program revised accordingly.

ARTICLE XI.

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 Buildings shall not be reconstructed because of major damage, the Condominium plan of ownership will be thereby terminated in compliance with the provisions of Section 499B.8 of the Code of Iowa (1991).
- (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 (1991). It shall be the duty of every Unit Owner and his/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 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, 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 in common by the Owners.
- (b) The undivided interest in the property owned in common which shall appertain to each Unit Owner shall be the fractional interest previously owned by such Owner in the common area and facilities.
- (c) Any liens affecting any of the Condominiums shall be

deemed to be transferred in accordance with the existing priorities to the undivided interest of the Owner in the 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 fractional 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 the purposes, all liens on the undivided interest in the property owned by each Owner.

ARTICLE XII.

Amendments and Miscellaneous

1. **Procedure.** 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. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the By-Laws of the Association.
- (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 a vote of a majority of all Owners entitled to vote, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the By-Laws of the Association shall affect the rights of the holder of any such mortgage recorded prior to the recording of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.
- (c) **By-Laws.** In the case of an amendment to this Declaration by reason of an amendment to the By-Laws of the Association, then in the manner specified in such By-Laws.
- (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 recording 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.

2. Amendment of Ownership Interest. No amendment shall change the fractional interest 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 and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

ARTICLE XIII.

Expansion of Owners Association Membership

1. Declarant plans to construct buildings similar to or identical to the buildings being constructed as Idyllwild Condominiums on land adjacent to or in close proximity to the land on which Idyllwild Condominiums is located. Should any or all of this proposed subsequent construction under subsequent condominium regimes take place, the Declarant wishes to allow for a single owners association to govern Idyllwild Condominiums and the several additional condominium regimes. Therefore, if additional condominium regimes are established by Declarant as anticipated and as set forth above, said additional Unit Owners for each such building constructed will be added as members to the Idyllwild Condominiums Owners Association, with all of the rights and obligations as to their Regime to be governed by the Idyllwild Condominiums Owners Association as set forth in this Declaration. The share of assessment for common expenses, as set forth in Article III shall be altered proportionately by the Owners Association as additional buildings are constructed. Termination of a condominium regime under Article XI shall in turn remove the Unit Owners of the terminated regime from association membership. This umbrella owners association is for ease of administration only and has no effect on the ownership interests in the various condominium regimes.

2. Declarant anticipates that a lake and jogging trail will become part of the common elements of a future condominium regime in close proximity to Idyllwild Condominiums. In such event, all condominium unit owners who are members in the umbrella owners association referred to above shall proportionately share in the assessment for common expenses for the maintenance of said lake and jogging trail.

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

IDYLLWILD DEVELOPMENT, INC.

BY: Kevin M. Hanick
Kevin Hanick, President.

STATE OF IOWA)
)
JOHNSON COUNTY) SS:

On this 23rd day of November, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Hanick, to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Kevin Hanick as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

[Signature]
Notary Public in and for
State of Iowa

EXHIBIT "A"

DESCRIPTION OF LAND, UNITS AND OWNERSHIP INTERESTS
IN COMMON ELEMENTS

1. Description of Land. The real estate submitted to the Horizontal Property Regime is described as follows:

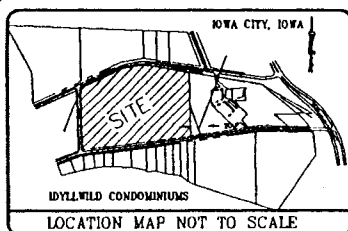
Idyllwild Condominiums, Iowa City, Iowa.

2. Description of Units and Ownership Interests. The ownership interests in the Common Elements, voting rights and unit designation of each Unit in the Regime is set forth below.

<u>Unit Number</u>	<u>Percentage Ownership in Common Elements and Prorata Share of Expenses</u>	<u>Votes in Association</u>
11 Camborne Circle	1/104th	1
13 Camborne Circle	1/104th	1
15 Camborne Circle	1/104th	1
17 Camborne Circle	1/104th	1
21 Camborne Circle	1/104th	1
23 Camborne Circle	1/104th	1
25 Camborne Circle	1/104th	1
27 Camborne Circle	1/104th	1
32 Camborne Circle	1/104th	1
34 Camborne Circle	1/104th	1
36 Camborne Circle	1/104th	1
38 Camborne Circle	1/104th	1
42 Camborne Circle	1/104th	1
44 Camborne Circle	1/104th	1
46 Camborne Circle	1/104th	1
48 Camborne Circle	1/104th	1
12 Idyllwild Court	1/104th	1
14 Idyllwild Court	1/104th	1
16 Idyllwild Court	1/104th	1
18 Idyllwild Court	1/104th	1
11 Pentire Circle	1/104th	1
13 Pentire Circle	1/104th	1
15 Pentire Circle	1/104th	1
17 Pentire Circle	1/104th	1
21 Pentire Circle	1/104th	1
23 Pentire Circle	1/104th	1
25 Pentire Circle	1/104th	1

27 Pentire Circle	1/104th	1
31 Pentire Circle	1/104th	1
33 Pentire Circle	1/104th	1
35 Pentire Circle	1/104th	1
37 Pentire Circle	1/104th	1
42 Pentire Circle	1/104th	1
44 Pentire Circle	1/104th	1
46 Pentire Circle	1/104th	1
48 Pentire Circle	1/104th	1
52 Pentire Circle	1/104th	1
54 Pentire Circle	1/104th	1
56 Pentire Circle	1/104th	1
58 Pentire Circle	1/104th	1
112 Pentire Circle	1/104th	1
114 Pentire Circle	1/104th	1
116 Pentire Circle	1/104th	1
118 Pentire Circle	1/104th	1
122 Pentire Circle	1/104th	1
124 Pentire Circle	1/104th	1
126 Pentire Circle	1/104th	1
128 Pentire Circle	1/104th	1
131 Pentire Circle	1/104th	1
133 Pentire Circle	1/104th	1
135 Pentire Circle	1/104th	1
137 Pentire Circle	1/104th	1
141 Pentire Circle	1/104th	1
143 Pentire Circle	1/104th	1
145 Pentire Circle	1/104th	1
147 Pentire Circle	1/104th	1
12 Colwyn Court	1/104th	1
14 Colwyn Court	1/104th	1
16 Colwyn Court	1/104th	1
18 Colwyn Court	1/104th	1
22 Colwyn Court	1/104th	1
24 Colwyn Court	1/104th	1
26 Colwyn Court	1/104th	1
28 Colwyn Court	1/104th	1
31 Colwyn Court	1/104th	1
33 Colwyn Court	1/104th	1
35 Colwyn Court	1/104th	1
37 Colwyn Court	1/104th	1
41 Colwyn Court	1/104th	1
43 Colwyn Court	1/104th	1
45 Colwyn Court	1/104th	1
47 Colwyn Court	1/104th	1

12	Trevose Place	1/104th	1
14	Trevose Place	1/104th	1
16	Trevose Place	1/104th	1
18	Trevose Place	1/104th	1
22	Trevose Place	1/104th	1
24	Trevose Place	1/104th	1
26	Trevose Place	1/104th	1
28	Trevose Place	1/104th	1
31	Trevose Place	1/104th	1
33	Trevose Place	1/104th	1
35	Trevose Place	1/104th	1
37	Trevose Place	1/104th	1
41	Trevose Place	1/104th	1
43	Trevose Place	1/104th	1
45	Trevose Place	1/104th	1
47	Trevose Place	1/104th	1
11	Newlin Circle	1/104th	1
13	Newlin Circle	1/104th	1
15	Newlin Circle	1/104th	1
17	Newlin Circle	1/104th	1
21	Newlin Circle	1/104th	1
23	Newlin Circle	1/104th	1
25	Newlin Circle	1/104th	1
27	Newlin Circle	1/104th	1
32	Newlin Circle	1/104th	1
34	Newlin Circle	1/104th	1
36	Newlin Circle	1/104th	1
38	Newlin Circle	1/104th	1
42	Newlin Circle	1/104th	1
44	Newlin Circle	1/104th	1
46	Newlin Circle	1/104th	1
48	Newlin Circle	1/104th	1



SITE PLAN
IDYLLWILD CONDOMINIUMS
* SHORT Iowa City, Iowa

PLAN PREPARED BY:
WMS CONSULTANTS INC.
1917 S Gilbert St
IOWA CITY, IOWA, 52248

OWNER/DEVELOPER:
Idyllwild Development, Inc
500 S Dubuque Street
Iowa City, Iowa 52240

PROJECT ATTORNEY:
C. Peter Hayek
Bremer Building
Iowa City, Iowa 52240

LEGEND AND NOTES

- DUNGEE BARNAL CORNER, FOUND
- PROPERTY CORNER(S), FOUND
- PROPERTY &/OR BULKHEAD LINES
- COMMERCE/SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, PERMANENT
- LOT LINES, PLATED OR BY DEED
- EASEMENT LINES, MOBILE OR PURPOSE MOBILE

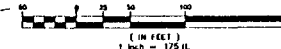
DWELLING UNIT DENSITY
 BRACK AREA = 90.8 ACRES = 90,048 SQ FT
 FLOOR ROAD SIDE DECK AREA = 2,372 SQ FT
 PRIVATE DRIVE/STREET AREA = 90,334 SQ FT
 NET DEVELOPMENT AREA = 89,242 SQ FT
 DWELLING UNIT DENSITY = 89,242 SQ FT / 104 DWELLING UNITS = 7,822 SF / DU

HOUSE	RESIDENTIAL COVERAGE	3 BR UNITS	2 BR UNITS
15 EA	8078 SQ FT	2	2
4 EA	8026 SQ FT	0	4
7 EA	3623 SQ FT	0	4
TOTALS	139,946 SQ FT	20	74

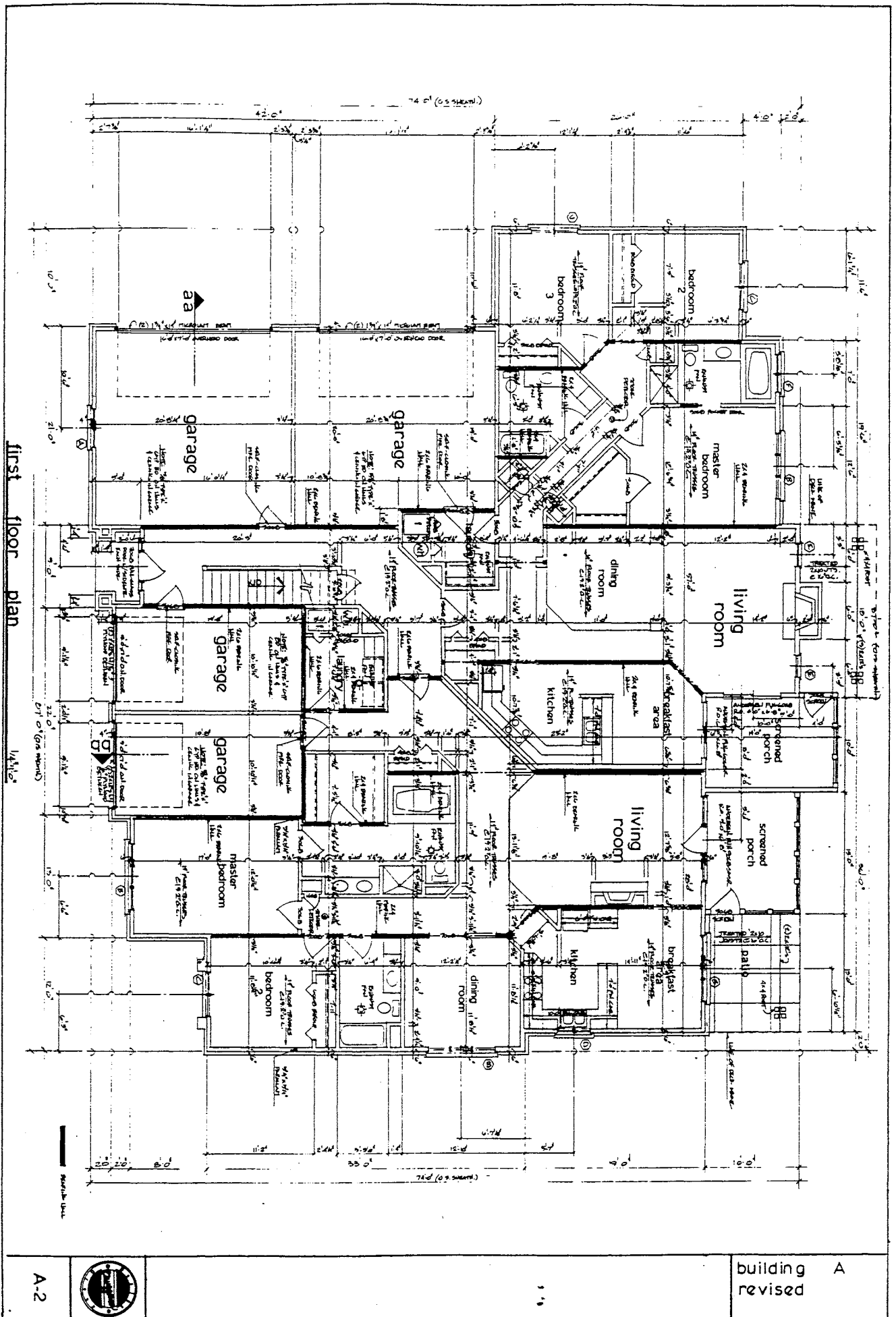
(28 4-FLR BUILDINGS) = 204 DWELLING UNITS
ALL STRUCTURES DO NOT EXCEED TWO LEVELS AND WILL HAVE A NOMINAL
BUILDING HEIGHT OF 13.00 METER 32 FEET



GRAPHIC SCALE



		MMS CONSULTANTS, INC. Iowa City, Iowa (319) 331-0222		Project No. _____ Date _____	
1. ☐ ONE BUILDING 2. ☐ LAND REMOVAL 3. ☐ LANDSCAPE/RESTORATION 4. ☐		5. ☐ SITE AND DEVELOPMENT PLANNING		Estimated Fee: \$ _____ Fee/Day: \$ _____ Fee/Week: \$ _____ Fee/Month: \$ _____ Fee/Year: \$ _____ Fee/Other: \$ _____	
Project Name: _____ Project No.: _____		SITE PLAN IDEALWILD CONDOMINIUMS IOWA CITY, IOWA		Scale: 1" = 10' _____ Date: 7/20/00 _____	



first floor plan

1/4" = 1'0"

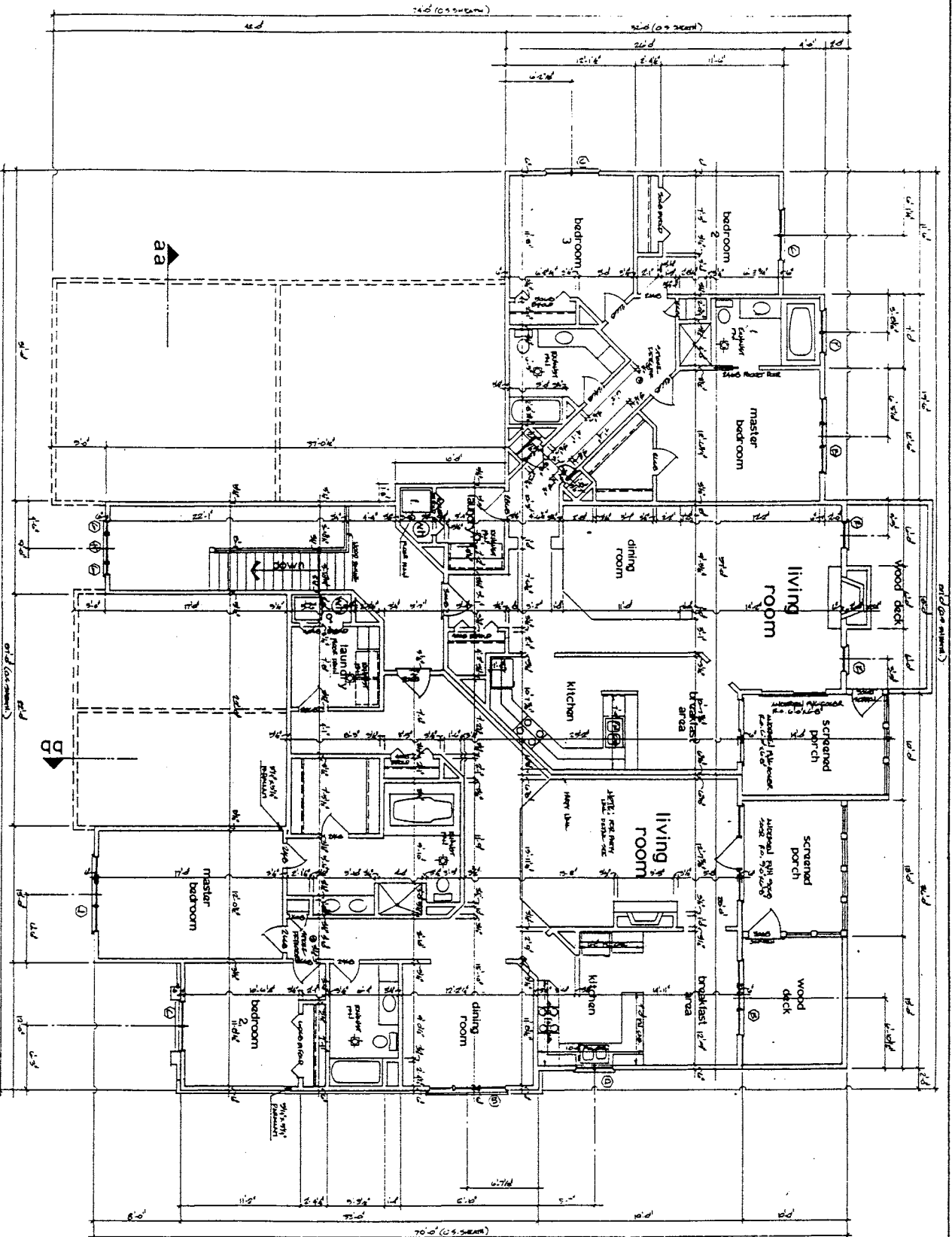
A-2



building A
revised

EXHIBIT "C"
p. 1

upper level floor plan

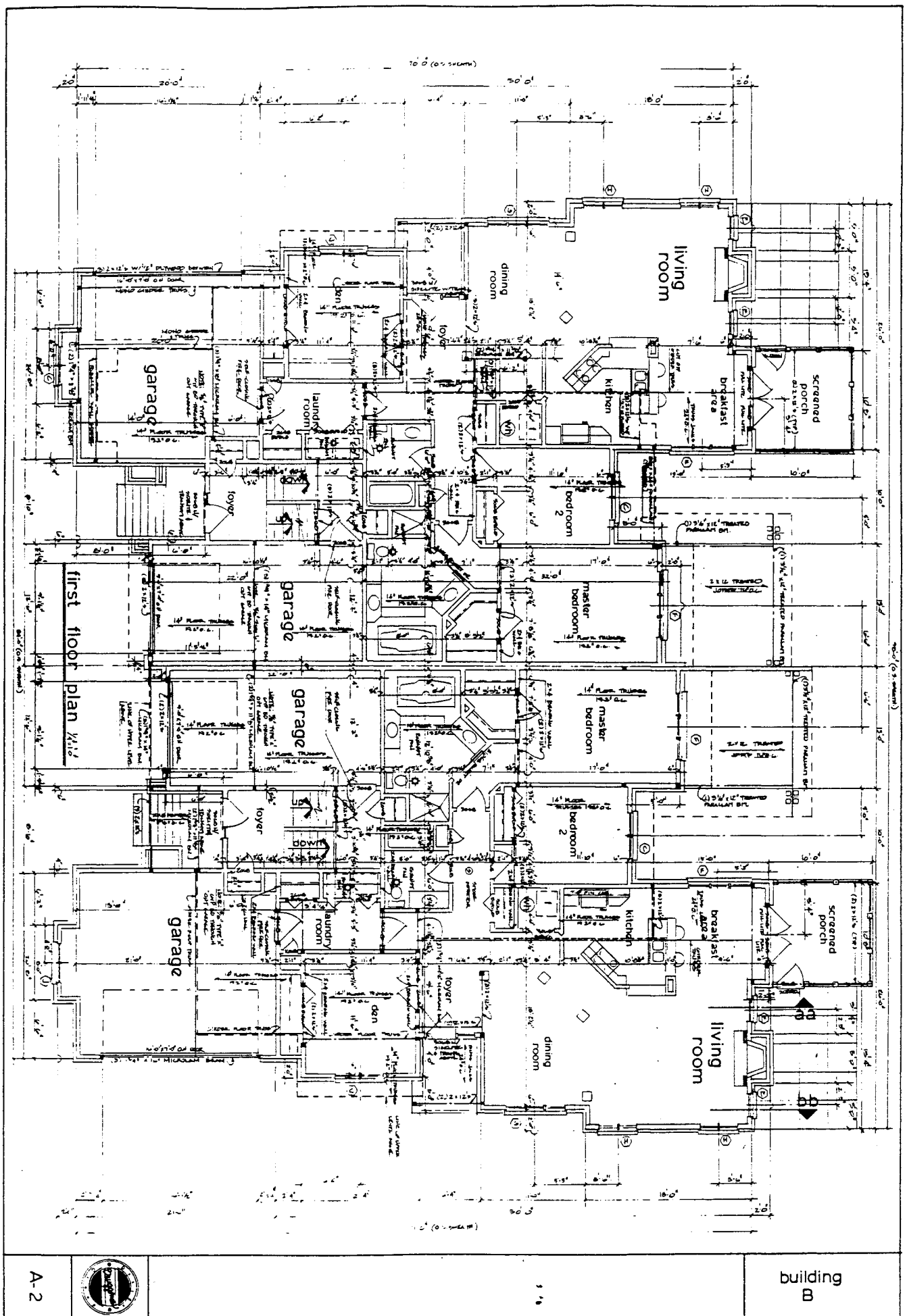


A-3



building A
revised

EXHIBIT "C"

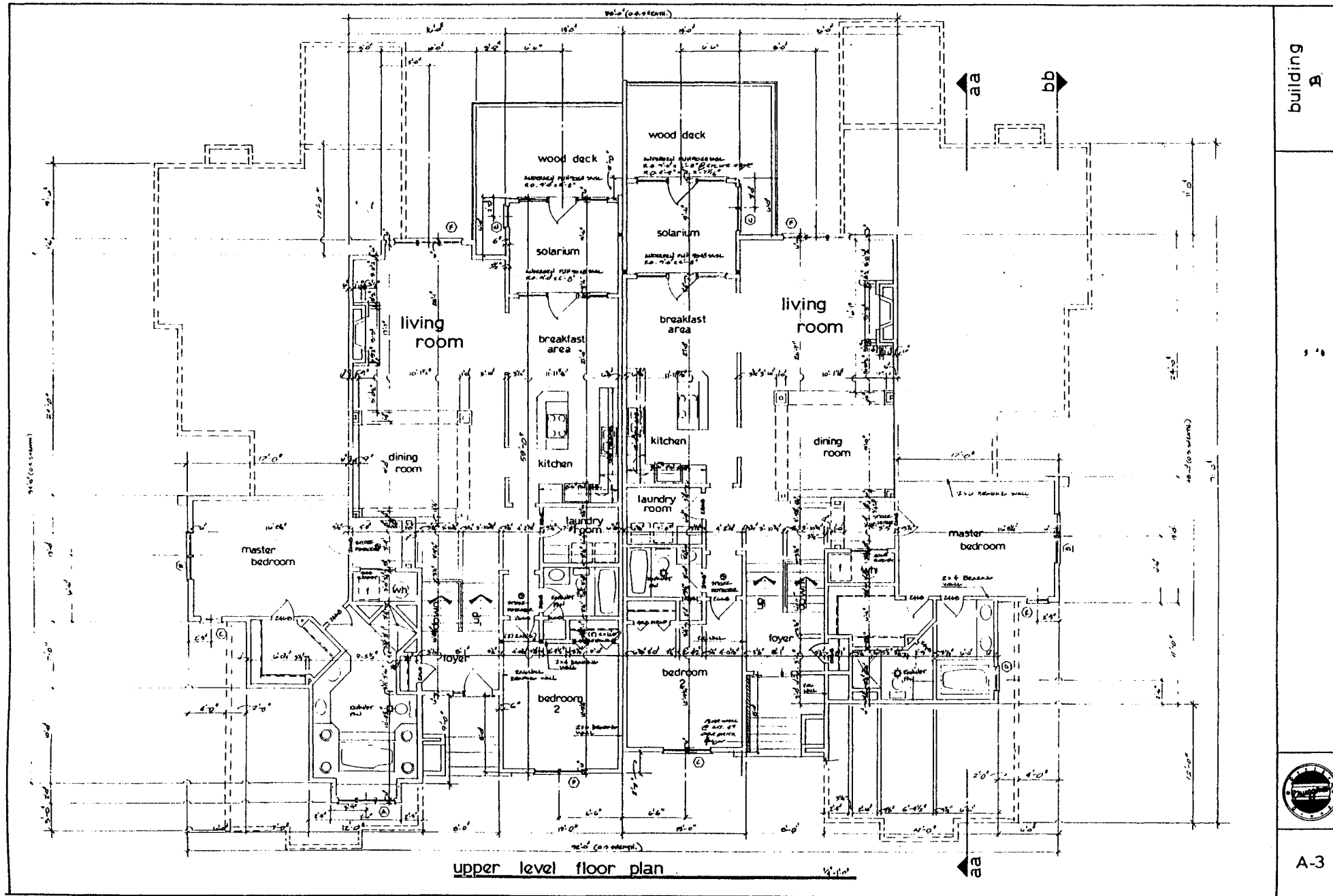


A-2



building
B

EXHIBIT "C"
D.3



building
A

EXHIBIT "C"
P. 4



A-3

EXHIBIT "D"

ARTICLES OF INCORPORATION

OF

IDYLLWILD CONDOMINIUMS OWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Iowa Nonprofit Corporation Act under Chapter 504A of the 1991 Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I.

Name and Principal Office

The corporation shall be known as Idyllwild Condominiums Owners Association and its principal offices shall be located in Iowa City, Johnson County, Iowa.

ARTICLE II.

Corporate Existence

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

ARTICLE III.

Purposes and Powers

(A) The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of that certain horizontal property regime (condominium) created and submitted pursuant to the provisions of Chapter 499B of the 1991 Code of Iowa, as amended, known as Idyllwild Condominiums, and to be located on all or certain portions of real estate situated in Iowa City, Johnson County, Iowa.

The corporation shall have all powers and purposes granted or implied to a council of co-owners under the provision of Chapter 499B of the 1991 Code of Iowa, as amended, and as are granted or implied by the Declaration of Condominium establishing

said condominium regime, and all of such powers shall likewise constitute lawful purposes of the corporation.

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

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

ARTICLE IV.

Registered Office and Agent

The address of the initial registered office of the corporation is 500 South Dubuque Street, Iowa City, Iowa, 52240, and the name of its initial registered agent at such address is Kevin Hanick.

ARTICLE V.

Board of Directors

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

<u>Name</u>	<u>Address</u>
Kevin Hanick	500 South Dubuque Street Iowa City, Iowa 52240.

The initial Board of Directors shall be subject to removal only by Kevin Hanick until his term expires as provided in the By-Laws, but thereafter a director may be removed from office at a special meeting of the members of the corporation in such manner as may be provided by the By-Laws.

ARTICLE VI.

By-Laws

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

ARTICLE VII.

Members and Voting

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

ARTICLE VIII.

Distribution of Assets Upon Liquidation

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

ARTICLE IX.

Amendment

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

ARTICLE X.

Incorporator

The name and address of the incorporator is Kevin Hanick, 500 South Dubuque Street, Iowa City, Iowa, 52240.

DATED this 23rd day of November, 1992.

Kevin Hanick

Kevin Hanick,
Incorporator.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 23rd day of November, 1992, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kevin Hanick, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

[Signature]

Notary Public in and for
State of Iowa

EXHIBIT "E"

BY-LAWS

OF

IDYLLWILD CONDOMINIUMS OWNERS ASSOCIATION

These are the By-Laws of IDYLLWILD CONDOMINIUMS OWNERS ASSOCIATION (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504A of the 1991 Code of Iowa, as amended, for the purpose of administering Idyllwild Condominiums, a Horizontal Property Regime (condominium) established pursuant to Chapter 499B of the 1991 Code of Iowa, as amended, located on the following described real estate in Johnson County, Iowa:

Idyllwild Condominiums, Iowa City, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. The Owners of each Condominium Unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner. ~~Declaration shall be and have the rights of a member with respect to the unit.~~ Whenever only one spouse is a record titleholder, the other spouse shall be considered an Owner for purposes of membership, and shall be bound by the provisions of all Condominium documents including that provision in relation to the Homestead Exemption contained in Article VII of the Declaration.

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

3. If more than one person is the Owner of the same Unit, all such owners shall be members and remain jointly and severally

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

4. The Owners of each Unit shall be entitled to one vote on all matters to be determined by the members of the Association either as Owners or as Units or as contemplated by Chapter 499B of the 1991 Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the Regime. Votes of a single Unit may not be divided.

II. MEMBERS' MEETINGS

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

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

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

4. Notice of members' meetings shall be given by mailing or delivering same not less than ten (10) days, nor more than thirty

(30) days, prior to the date of the meeting. Notice shall be deemed to be given if mailed by First Class Mail to the member at the address of his/her Unit within the Regime, unless at the time of giving such notice such member has given written direction, delivered to an officer or member of the Board of Directors specifying a different mailing address to be carried on the rolls of the Association. If more than one person is the Owner of the same Unit or if more than one fiduciary or one official is acting in the premises, notice to such person shall be deemed to have been given, when given in accordance with this paragraph, to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto.

quorum 51%

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

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the Unit with respect to which such rights are pertinent, and the period 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. At all meetings, the order of business shall consist of the following:

- A. Election of Chairperson, if required.
- B. Calling roll and certification 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 Directors, if applicable.
- H. Unfinished business.

- I. New Business.
- J. Adjournment.

III. BOARD OF DIRECTORS

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

2. At the first annual members' meeting and at each annual meeting thereafter, three (3) directors shall be elected and the terms of office of each director shall extend until the next annual meeting of the members and thereafter until his/her successor is or are duly elected and qualified or until he/she is removed in the manner as elsewhere provided. For so long as Declarant owns twenty-five percent (25%) of the Units at the time such directors are to be elected, Declarant shall have the right to elect or appoint a majority of the members of the Board, who need not be Unit Owners, and thereafter shall be entitled to elect or appoint at least one member of the Board until all Units have been sold by Declarant. Directors appointed by the Declarant shall have the same voting rights as Directors elected by the members.

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

4. Except as provided in paragraph 5 of these Articles, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. The initial Director shall be subject to removal only by the Declarant. Thereafter, a Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for that purpose. The

vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

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

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

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

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

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

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

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation,

and the documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following:

1. The collection of assessments against members for all common expenses.
2. Use of the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the Regime property including all Common Elements, and facilities, and Units as applicable, and the making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.
4. The reconstruction, repair, restoration, or re-building of the Regime property and of any Units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, By-Laws, and Resolutions of the members.
5. The enforcement by legal means of the provisions of the Horizontal Property Act, the Articles of Incorporation, By-Laws of the Association, Declaration, and the Regulations for use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.
6. To contract for management of the Regime and to delegate to such manager any or all powers and duties of the Association except such as are specifically required by the Declaration, By-Laws or Resolutions of the members to have approval of the Board of Directors or the membership of the Association.
7. To employ, designate and discharge personnel to perform services required for proper operation of the Regime.
8. To carry insurance on the property committed to the Regime and insurance for the protection of Unit Owners, and occupants and the Association.
9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to the Owners of the individual Units.

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

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

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

V. OFFICERS

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

2. The President shall be the Chief Executive Officer of the Association. He/She shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice-President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence 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 and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association and

additionally as Treasurer have control of the funds and other property of the Association and shall keep the financial books and records thereof.

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

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

VI. FISCAL MANAGEMENT

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

- (a) Current expenses which shall include all funds and expenditures to be made for the year for which the funds are budgeted, including a reasonable allowance for contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less-frequently than annually.
- (c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against each Unit and the Owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 equal to such Unit's prorata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective Unit Owner or Owners

in (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable, less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special directors' meeting upon an affirmative vote of a majority of the directors. The additional amount so budgeted shall be assessed to each Unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

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

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

5. The holder of a mortgage on any Unit, upon its filing written request with the Association, shall be given written notice by the Association of the nonperformance of a mortgagor's

obligations under these By-Laws, the Declaration, or other Condominium documents, which is not cured within thirty (30) days.

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

- (a) Tax liens on the Unit in favor of any assessing unit and special district, and
- (b) All sums unpaid on a first mortgage of record.

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the Code of Iowa, as amended, in which event the Owner shall be required to pay a reasonable rental for the Unit. In the event the Association forecloses on any lien, the Owner or Owners of such Unit, by their membership in this Association, specifically waive or waives any rights to delay or prevent foreclosure which he/she/they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee nor purchaser nor their successors or assigns, shall be liable for the assessments chargeable to such Unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all Unit Owners including the mortgagee or purchaser, and their successors and assigns. The Owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior Owner for all unpaid assessments against the grantor or prior Owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

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

VII. AMENDMENTS

1. These By-Laws may be amended, altered, repealed or new

By-Laws adopted by the members at a regular or special meeting of the members upon the affirmative vote of a majority of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these By-Laws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy, and possession of the requisite percentage of membership and voting interests; provided, further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II, Section 3 of these By-Laws and shall be given to the persons described in Article II, Section 4, and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B.14 of the Code of Iowa, as amended, no modification or amendment to these By-Laws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these By-Laws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a Unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

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

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

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

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

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

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

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

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

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

IX. DEFINITIONS

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

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

2. Owner. The term "owner" for purposes of these By-Laws shall mean any person who owns or holds for himself/herself an interest in one or more Units subject to the Regime, provided that the holder of a leasehold interest in a Unit shall not be an Owner and further provided that the holder of an equitable interest shall be an Owner.

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

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

- (a) Expenses of administration; expenses of maintenance, operation, repair or replacement of Common Elements, and the portions of Units to be maintained by the Association.
- (b) Expenses declared common expenses by the Declaration or these By-Laws.
- (c) Any valid charge against the Regime as a whole.

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

EXHIBIT "F"

RULES AND REGULATIONS

FOR

IDYLLWILD CONDOMINIUMS OWNERS ASSOCIATION

1. Automobiles may be parked only in the areas provided for that purpose, and shall not be parked in such a manner as to impede or prevent ready access to any entrance to or exit from any Building by another vehicle. No parking is permitted along any of the streets of Idyllwild Condominiums, Iowa City, Iowa.
2. No radio or television antenna or any wiring for any purpose may be installed on the exterior of a Building without the written consent of the Board of Directors of Idyllwild Condominiums Owners Association.
3. Exterior name plates and mailboxes will be installed in a manner uniform and consistent with that of the other Units and approved by the Association.
4. Unit Owners are reminded that alteration and repair of a Building is the responsibility of the Association, except for the interior of the Units. No work of any kind is to be done upon the exterior Building walls or upon the interior boundary walls without first obtaining the approval of the Association.
5. No Unit Owner shall make or permit any disturbing noises in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or radio or television or other loudspeaker in such Owner's Unit between the hours of 12:00 midnight and the following 6:00 a.m., if the same shall disturb or annoy other occupants of the Building.
6. Each Unit Owner shall keep his/her Unit in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. Each Unit Owner will keep the areas in the immediate vicinity of his/her Unit free and clear of all trash, papers and debris.

7. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective Units.
8. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a dog, cat or other household pet, not to exceed 30 pounds in weight, may be kept in a Unit, provided that it is not kept, bred, or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. No Unit shall house more than one pet, except as approved by the Board of Directors. Any person within the Project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the Limited or General Common Elements.
9. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the Association.
10. These Rules and Regulations may be amended, modified or altered only as provided in the By-Laws of Idyllwild Condominiums Owners Association.

These Rules and Regulations have been approved by the Board of Directors of Idyllwild Condominiums Owners Association on the 23rd day of November, 1992.

IDYLLWILD CONDOMINIUMS OWNERS
ASSOCIATION

BY: Kevin M. Hanick
Kevin Hanick

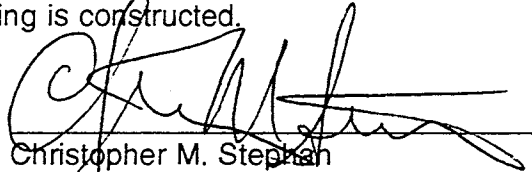
ATTEST:

C. Peter Hayek.

EXHIBIT "G"

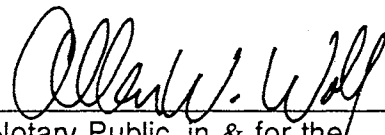
STATE OF IOWA)
)
JOHNSON COUNTY) ss:

I, Christopher M. Stephan, being first duly sworn, on oath do depose and state that I am a Professional Engineer authorized and licensed to practice my profession in the State of Iowa. I do further depose and state that I have examined the Plans for Building #1 for this Condominium Regime and the site plan for the area adjacent to said Building, and filed with the Declaration of Condominium for Idyllwild Condominiums, to which this Exhibit is attached, and the same diagrammatically represent, insofar as reasonably possible by use of non-destructive measurement techniques, the Building and Common Elements that the Declarant has, in fact, constructed on the real estate on which said Building is constructed.

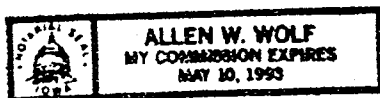


Christopher M. Stephan
Iowa Reg. No. 7059

Subscribed and sworn to before me by the said Christopher M. Stephan, on this 24th
day of March, 1993.



Notary Public, in & for the
State of Iowa.



**FIRST AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, the undersigned, the officer specifically delegated to execute this First Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

GENERAL AMENDMENT

Wherever in the Declaration subject of this Amendment appears "Idyllwild Subdivision, Iowa City, Iowa", that description is hereby amended to "Idyllwild Condominiums, Iowa City, Iowa".

**Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Buildings 1, 2, 3, and 4**

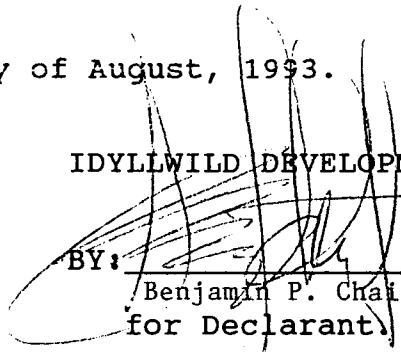
	<u>Building Type</u> <u>A or B</u>	<u>Floor Plans from</u> <u>Exhibit C - pages 1-4</u>
<u>Building 1:</u>		
42 Camborne Circle	B	C-3 Right
44 Camborne Circle	B	C-4 Right
46 Camborne Circle	B	C-4 Left
48 Camborne Circle	B	C-3 Left
<u>Building 2:</u>		
32 Camborne Circle	B	C-3 Right
34 Camborne Circle	B	C-4 Right
36 Camborne Circle	B	C-4 Left
38 Camborne Circle	B	C-3 Left
<u>Building 3:</u>		
21 Camborne Circle	B	C-3 Right
23 Camborne Circle	B	C-4 Right
25 Camborne Circle	B	C-4 Left
27 Camborne Circle	B	C-3 Left
<u>Building 4:</u>		
11 Camborne Circle	B	C-3 Right
13 Camborne Circle	B	C-4 Right
15 Camborne Circle	B	C-4 Left
17 Camborne Circle	B	C-3 Left

SUBSEQUENT AMENDMENTS

The Declarant, in the future, will be determining the building types to be constructed within the Regime. As subsequent buildings are completed, the original Declaration subject of this Amendment shall stand automatically amended by the Declarant recording in the Office of the Johnson County Recorder, a statement setting forth the building type and floor plan for said succeeding buildings and units.

DATED this 25th day of August, 1993.

IDYLLWILD DEVELOPMENT, INC.

BY: 

Benjamin P. Chait
for Declarant.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 25th day of August, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President & Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Velma Brayton

Notary Public in and for
State of Iowa

NOTARIAL SEAL

26956

31.00 p2

009543

FILED NO.

BOOK 1843 PAGE 122

94 DEC -5 AM 8:12

SECOND AMENDMENT TO

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

RECORDED
 JAN 11 1995
 JOHNSON COUNTY, IOWA

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, the undersigned, the officer specifically delegated to execute this Second Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Buildings 6 and 10

Attached hereto as Exhibits A through D are the plans of the front and back elevations, the left side and right side elevations, and the first floor plan and the second floor plan, of Building Type C, respectively. Each building is comprised of four two-floor units. Facing the front elevation, Exhibit A, there is a unit on the left side of the building, the left center of the building, the right center of the building, and the right side of the building.

	<u>Building Type</u>	<u>Floor Plan</u>
<u>Building 6:</u>		
17 Pentire Circle	C	Left side unit
15 Pentire Circle	C	Left center unit
13 Pentire Circle	C	Right center unit
11 Pentire Circle	C	Right side unit
<u>Building 10:</u>		
58 Pentire Circle	C	Left side unit
56 Pentire Circle	C	Left center unit
54 Pentire Circle	C	Right center unit
52 Pentire Circle	C	Right side unit

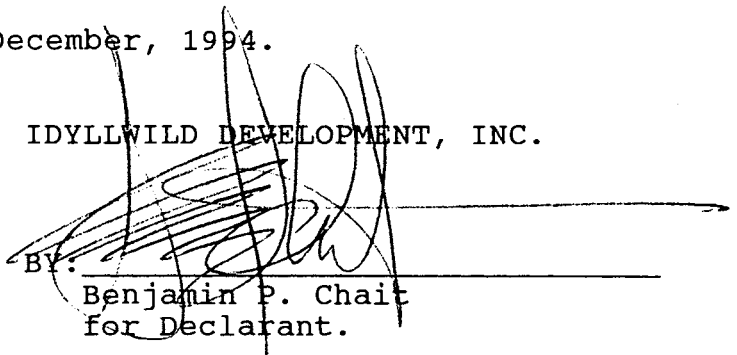
SUBSEQUENT AMENDMENTS

The Declarant, in the future, will be determining the building types to be constructed within the Regime. As subsequent buildings are completed, the original Declaration subject of this Amendment shall stand automatically amended by the Declarant recording in the Office of the Johnson County

Recorder, a statement setting forth the building type and floor plan for said succeeding buildings and units.

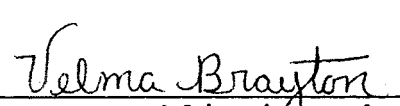
DATED this 2nd day of December, 1994.

IDYLLWILD DEVELOPMENT, INC.

By: 
Benjamin P. Chait
for Declarant.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

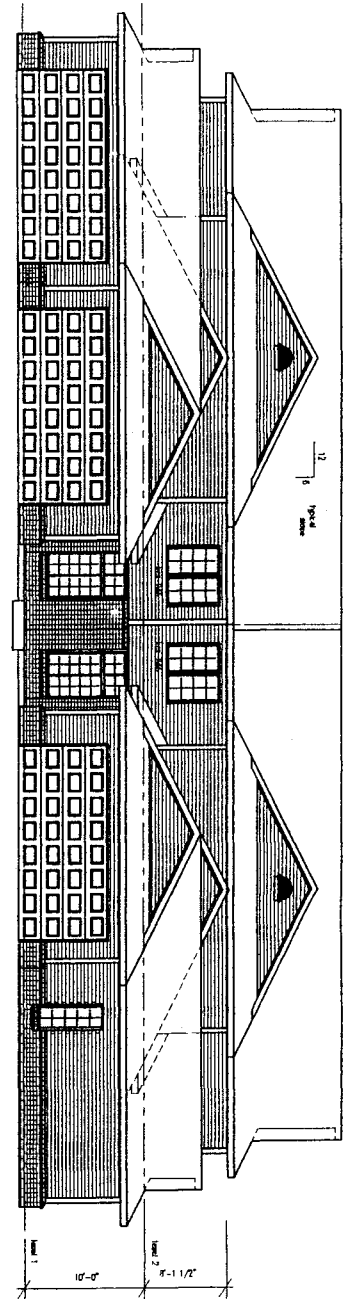
On this 2nd day of December, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



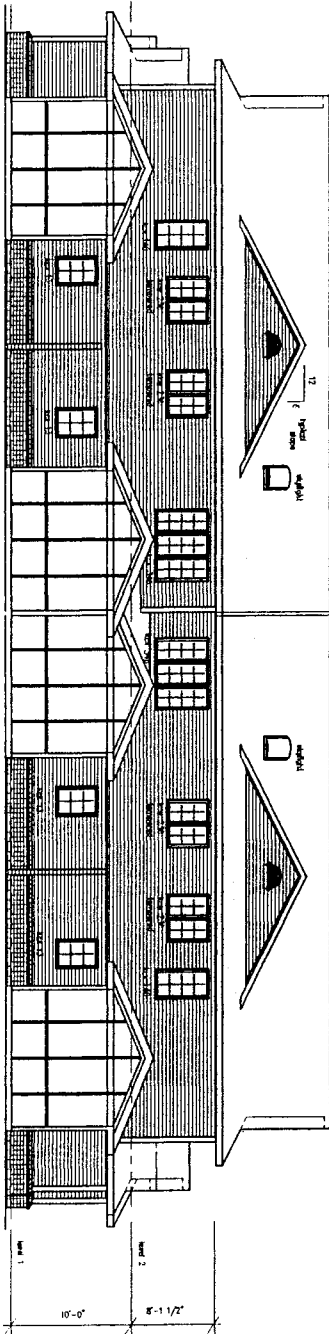
Notary Public in and for
State of Iowa

NOTARIAL SEAL

BUILDING TYPE C



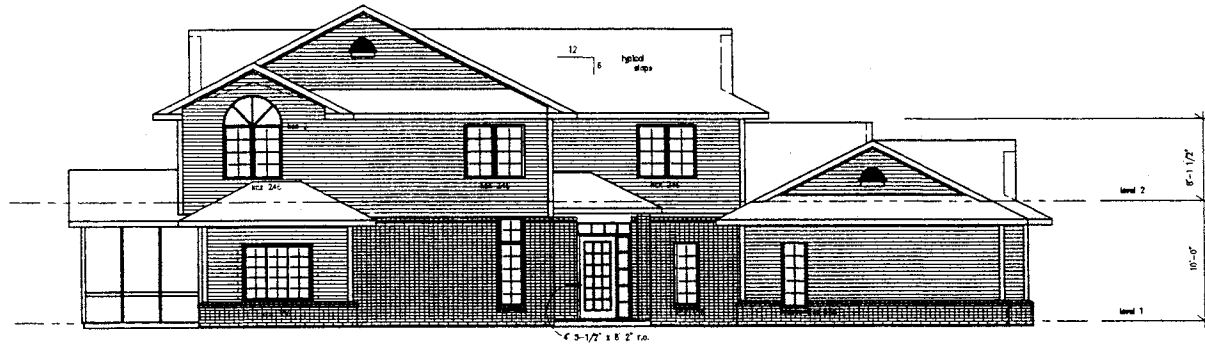
front elevation



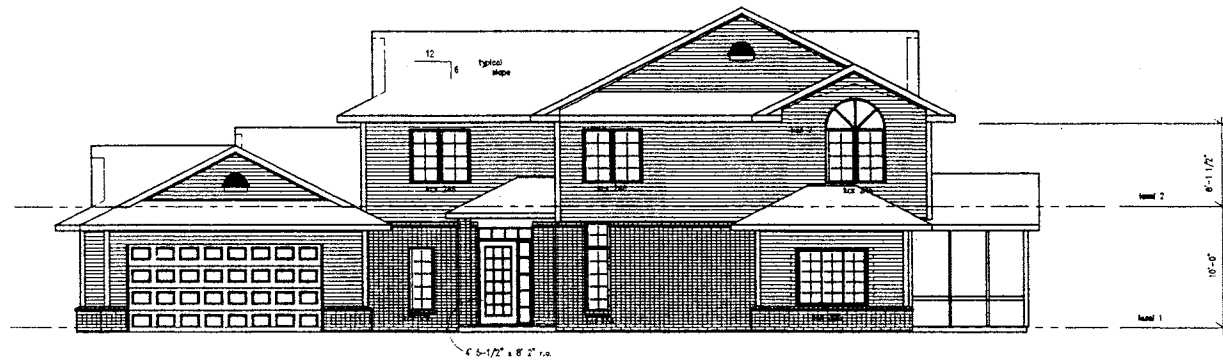
back elevation

EXHIBIT "A"

BUILDING TYPE C



left side elevation



right side elevation

EXHIBIT "B"

BUILDING TYPE C -- 1st FLOOR

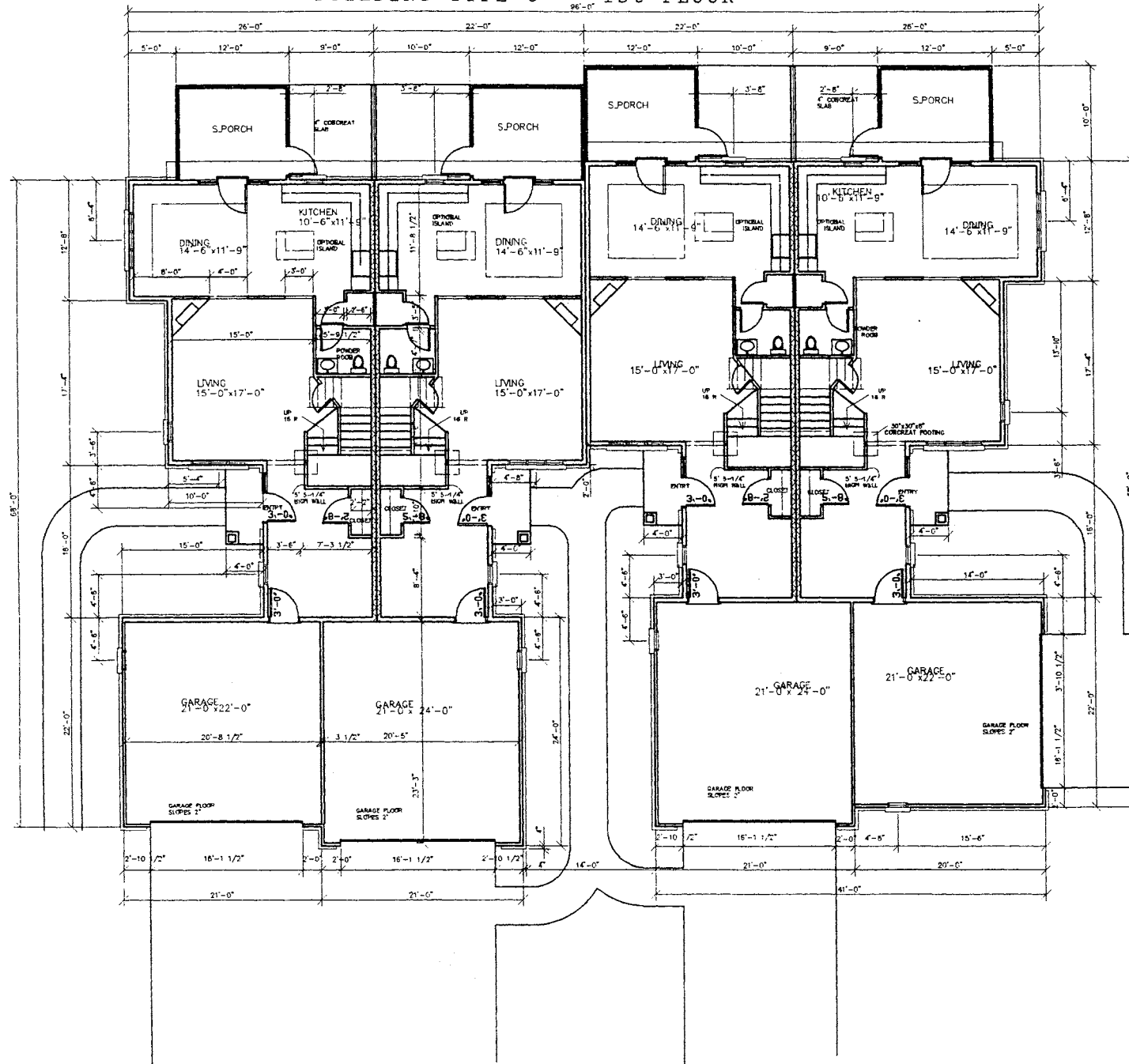
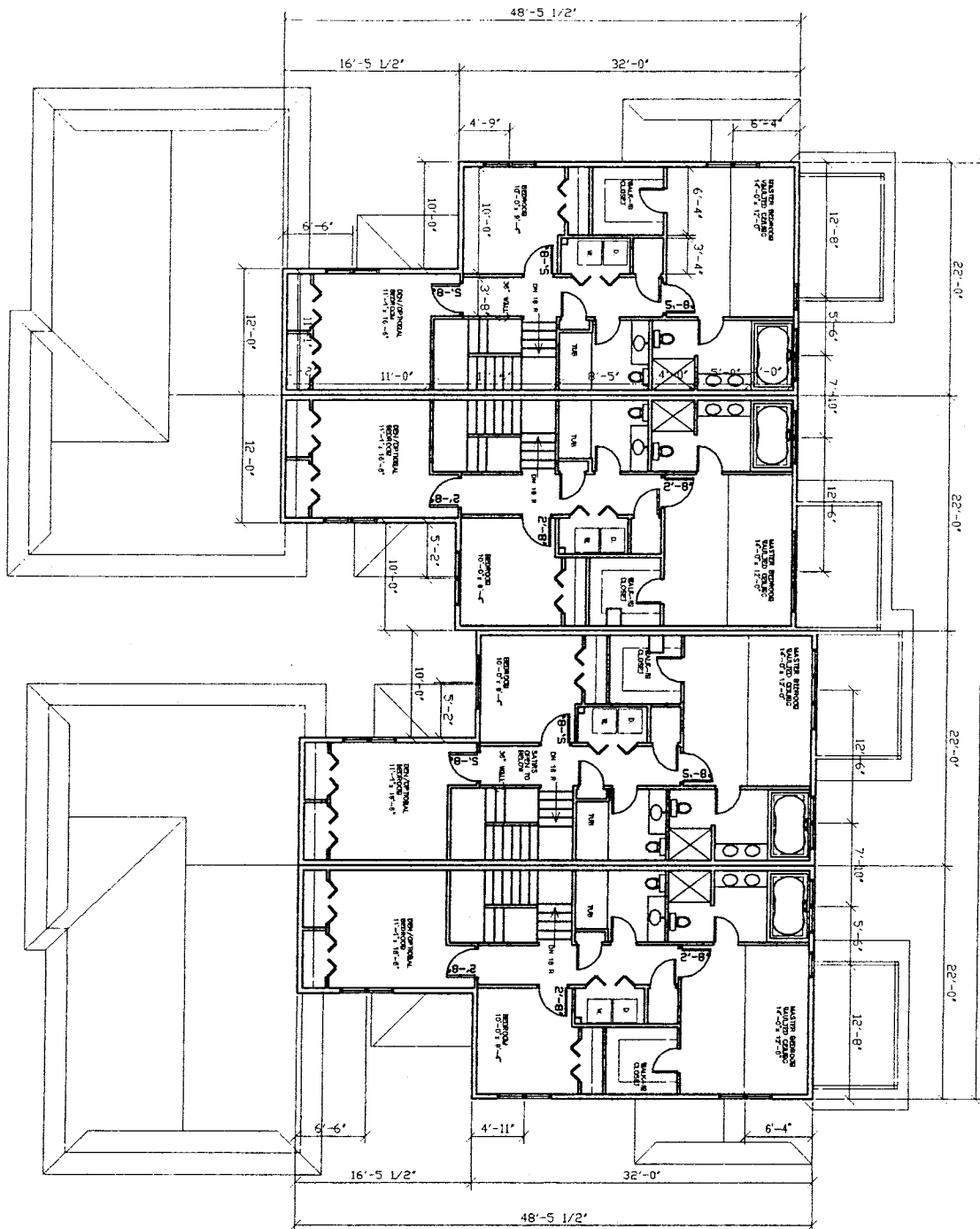
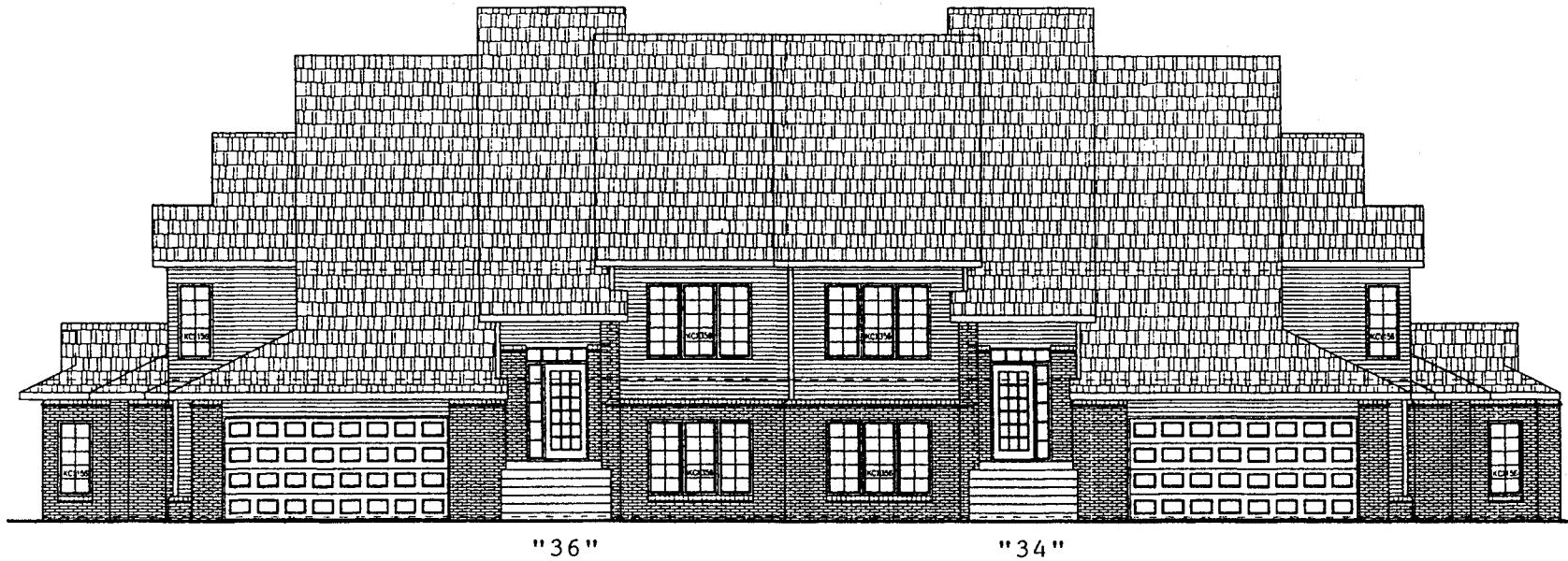


EXHIBIT "C"

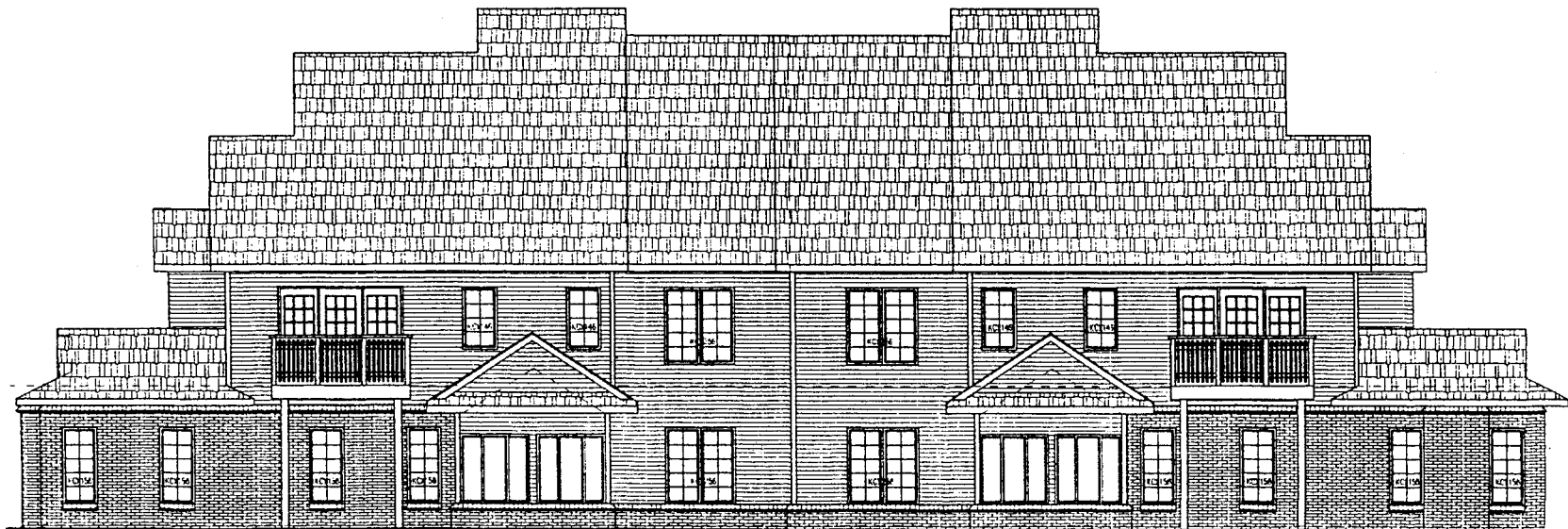
BUILDING TYPE C -- 2nd FLOOR



BUILDING TYPE D



"36" "34"
front elevation



rear elevation
EXHIBIT "A"

BUILDING TYPE D

right side elevation "32"



EXHIBIT "B"

"38"

left side elevation

BUILDING TYPE D -- 1st FLOOR

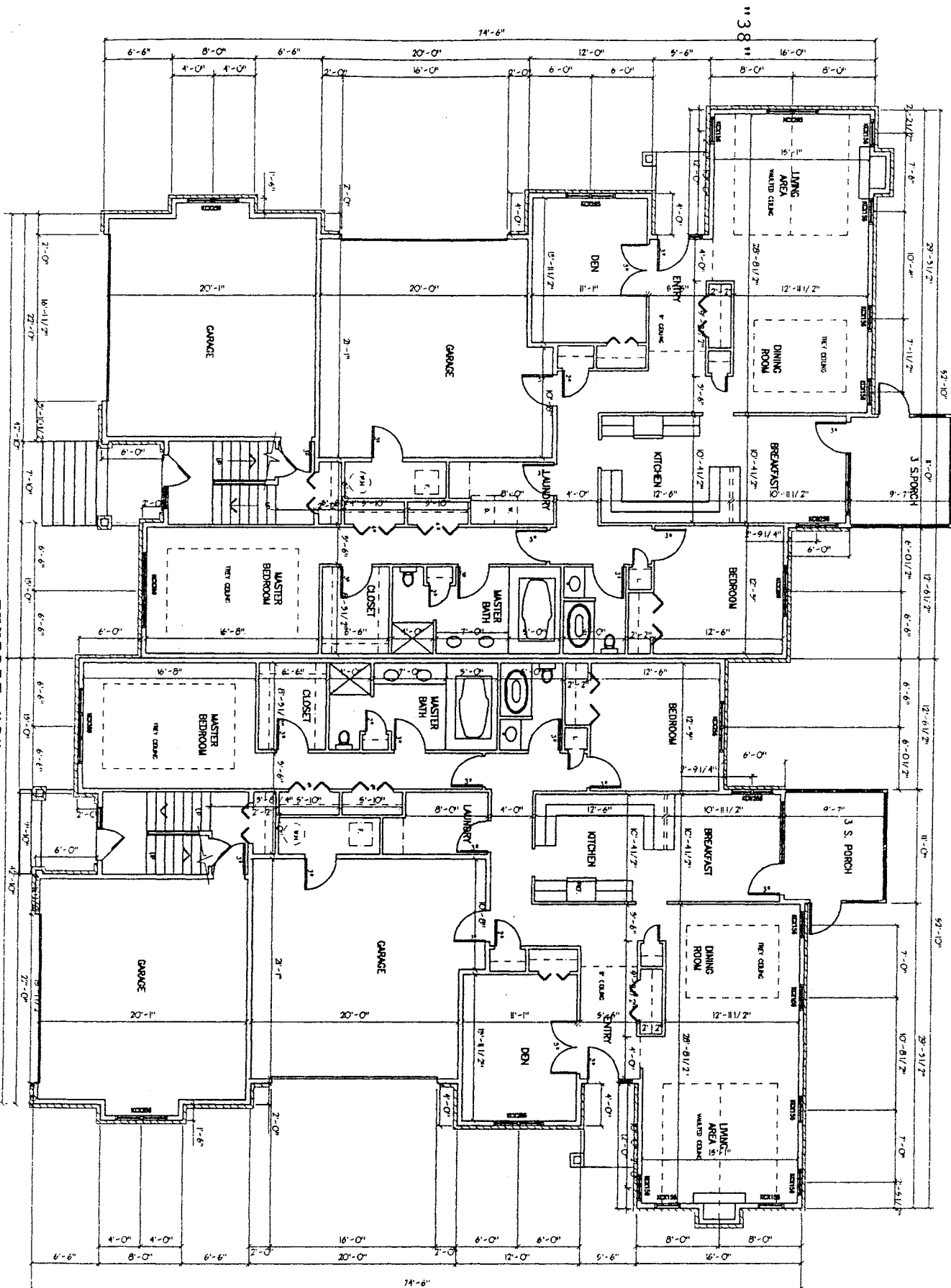
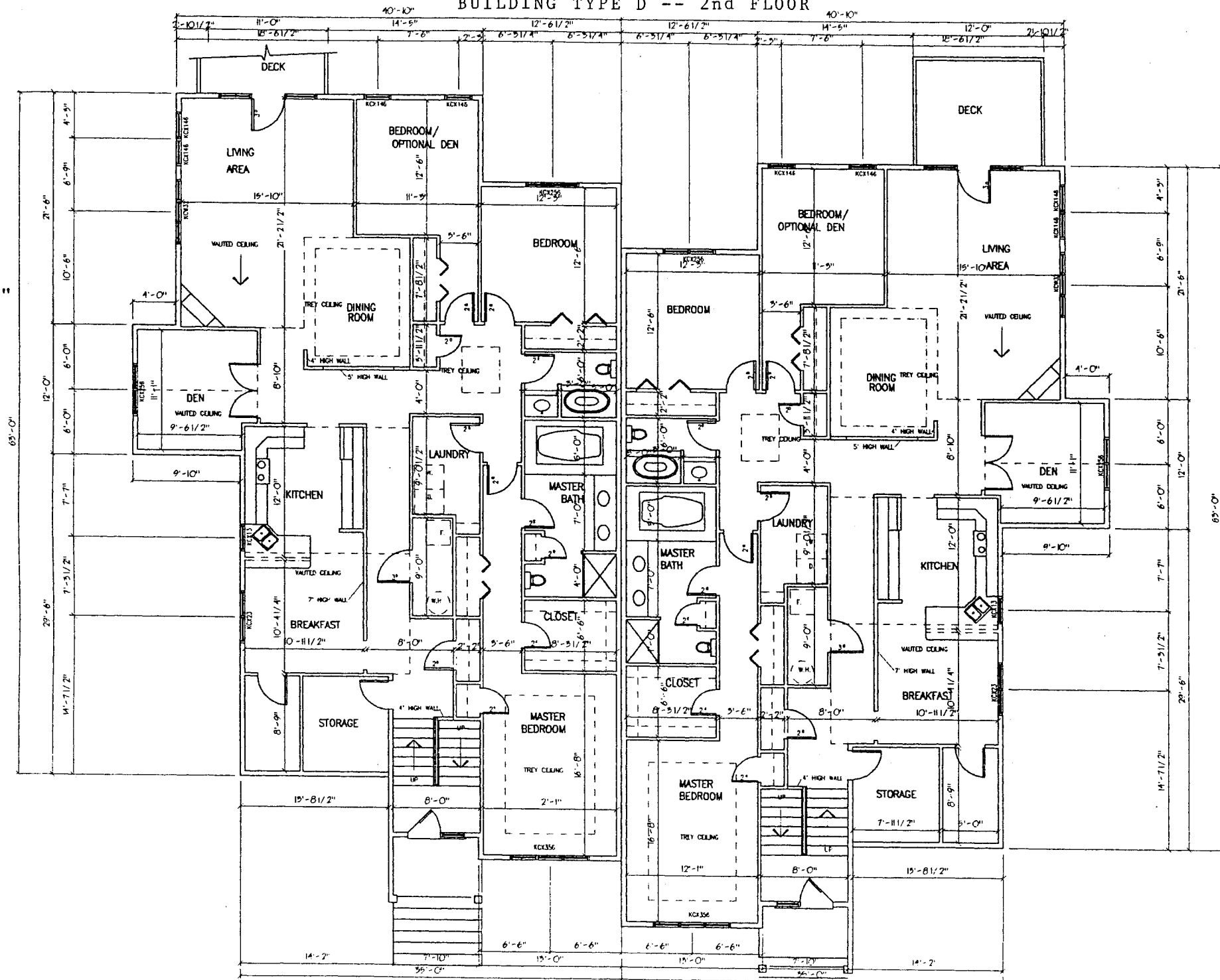


EXHIBIT "C"

BUILDING TYPE D -- 2nd FLOOR

"36"



"34"

EXHIBIT "D"

**THIRD AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this Third Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

**Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 2**

Attached hereto as Exhibits A through D are the plans of the front and back elevations, the left side and right side elevations, and the first floor plan and the second floor plan, of Building Type D, respectively. Building 2 is comprised of four single-floor units. Facing the front elevation, Exhibit A, there is a first floor unit and a second floor unit on the left side of the building, and a first floor unit and a second floor unit on the right side of the building. This Third Amendment substitutes Building Type D for Building Type B with respect to Building 2.

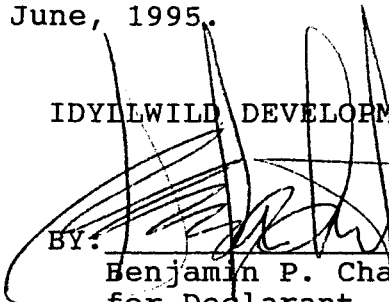
	<u>Building Type</u>	<u>Floor Plan</u>
<u>Building 2:</u>		
32 Camborne Circle	D	First floor right
34 Camborne Circle	D	Second floor right
36 Camborne Circle	D	Second floor left
38 Camborne Circle	D	First floor left

ADDITIONAL AMENDMENT

Attached hereto as Exhibits E, F, G, and H are new pages 3, 4, 5, and 6 to be substituted for pages 3, 4, 5, and 6 of the original Declaration, recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office. In all other ways, the original Declaration as further amended remains the same.

DATED this ____ day of June, 1995.

IDYLLWILD DEVELOPMENT, INC.

BY: 

Benjamin P. Chait
for Declarant.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this ____ day of June, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Notary Public in and for
State of Iowa

10. **Owner.** The term "Owner" means any person with an ownership interest in a Unit in the Project.

11. **Council of Co-Owners.** The term "council of co-owners" means all the co-owners of the Building and is otherwise known and synonymous with the term "association" and/or "homeowners association".

12. **Association.** The term "association" means the same as the "council of co-owners" as defined in Paragraph 11 hereof and refers to Idyllwild Condominiums Owners Association and its successors.

13. **Condominium Documents.** The term "condominium documents" means this Declaration, and all exhibits attached hereto including the By-Laws of the Association.

14. **Plural and Gender.** Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter, according to the context.

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

16. **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.

ARTICLE II.

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this Regime is located on Foster Road in Iowa City, Johnson County, Iowa, and is legally described as follows:

Idyllwild Subdivision, Iowa City, Iowa.

2. **Description of Buildings.** The Condominium Regime will consist of twenty-six (26) Buildings, each of which contains four (4) dwelling Units. The Buildings shall be essentially the same, except that there are two (2) main building designs for the Buildings located within the Regime. Please see Exhibit "C" for two building plans. Each building will be constructed to the following general specifications, depending upon which variation is constructed:

BUILDING DESIGN

Excavating and Grading: The contractor shall do all necessary excavating and grading for the construction of the Building. All surplus soil will be hauled away from the site by the contractor and any additional fill needed is to be delivered to site by contractor. Grade level shall be mutually established by the contractor and engineer to allow for proper drainage.

Footings and Foundations: Shall be constructed per plan with 8"x48" smooth concrete walls with 3 #4 rods horizontal on a 16"x8" concrete footing with 2 #4 rods continuous. Interior footings will be dug after all mechanical ground work is in, and poured with floor.

Concrete Flatwork:

Main Floor - 4" concrete on 4" compact fill. Rerod will be used to span overdig area beside exterior walls.

Garage Floor - 4" concrete with wire mesh. Floor to slope toward overhead door opening.

Driveways - 4" concrete with wire mesh. NOTE: Driveways not included in building price. To be taken from development costs.

Patios, Stoops, and Porches - 4" concrete with #4 bars 2' on center.

Service Walks - 4" concrete, exact width to be mutually agreed upon by the contractor and owner.

Framing Lumber: Will be spruce or white wood for 2x4's and 2x6's with #2 or better fir for larger members. All exterior walls to be 2x6 construction. 2x4 construction on interior walls. Floor framing to be truss joist silent floor joists with 3/4 tongue and groove OSB board glued and nailed. Roof framing to be engineered roof trusses 24" on center with 1/2" OSB board sheathing, 15# felt and 235 # four tab asphalt shingles. The peak will be capped with vent-a-ridge for attic ventilation.

Exterior walls sheathed 7/16 Kolbe & Kolbe OSB board and wrapped with Tyvek air infiltration barrier. Siding to be vinyl double 4" horizontal, with vinyl corners and windows and door trim. Fascia and overhangs will be finished with aluminum. Remainder of exterior will be brick facing per plan using king size brick.

Exterior Windows: High Performance Casements with screens and internal grilles. Wood jambs interior and aluminum clad exterior.

Exterior Doors: Metal insulated flush doors. Patio doors will be white clad exteriors and wood finish interiors.

Garage Doors: Wood grained white steel raised panel insulated overhead doors with openers and two remotes.

Insulation:

Sidewalls: R-19 6" friction fit batts

Ceiling: R-40 Insul Safe III blown-in insulation

Garage Walls: R-13 4" friction fit batts

Party Walls: 2 layers 3 1/2" insulation with sound channel

Floor Trusses: 3 1/2" insulation with sound channel 3/4" Gypcrete on Ranch designs on 2nd floor

Foundation: 2" rigid insulation

Drywall: 5/8" on ceilings and party walls, 1/2" on all other walls. All orange peel spray on ceilings and orange peel on walls. Garage sheetrocked with 5/8" firecode and finish coated the same as interior.

Interior Doors and Trim: Flush and bi-fold type with oak veneer with polished brass knobs. All bedrooms and bathrooms will have privacy locks. Casing and base to be oak colonial style molding. Oak railings will be of the traditional type.

Finished Flooring: An allowance will be provided to the owner for floor coverings throughout the house. If the cost of the floor covering exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all floor coverings.

Closets: Standard closet shelving. Entry closet will have one shelf and rod. Linens will have four shelves. Bedroom closets will have one shelf and rod. Shelf over washer and dryer.

Cabinets and Vanities: Arisokraft raised panel cathedral uppers in kitchen and baths per layout. Standard countertops will be post-formed laminated with rolled front edge. Color to be selected by owner. Cultured marble tops in baths.

Bath Accessories (mirrors, paper holders, shower doors): An allowance will be provided to the owner for bath accessories throughout the house. If the cost of the bath accessories exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all bath accessories.

Painting/Staining: Two coats latex applied to walls and ceiling (pure white). Oak woodwork to be stained or painted, with two coats of sealer and two coats of lacquer. All metal doors finished with enamel. Garage walls to receive one coat of latex.

Heating and Air Conditioning: Forced air 100,000 BTU 90.9% efficient gas furnace with 36,000 BTU central air conditioners. Honeywell thermostats.

Plumbing:

Kitchens: Dayton 33"x21" 20-gauge stainless steel sinks with Delta single handle control swing spout faucets, hose and spray attachments, strainers, supplies, and stops. Connections and installation of undercounter dishwasher. Insinkerator garbage disposal. Water line rough-in for refrigerator ice maker.

Half Baths: Aqua Glass 5' white fiberglass tub/shower modules with Delta single handle faucets. Gerber white oval sinks with Delta single handle control centerset faucet. Gerber white toilets and seats.

Master Baths: Aqua Glass 48"x36" white fiberglass shower module with Delta single handle control faucets. Gerber white oval sinks with Delta single handle control centerset faucet.

Gerber white toilets and seats. White fiberglass whirlpool tub with two handle faucets and roman spout.

Laundry Room: Provisions for washer and dryer.

Furnace Room: 50 gallon water heater. 3 valve by-pass set up for future soft water. Floor drain beside furnace, water meter set-ups.

All underground waste lines to be cast iron.
Sewer and water run to building.

Electrical: Install a 400 amp 120/240 volt five meterstack underground electrical service. Each unit to have its own 100 amp panel and meter. One for house.

Each Unit:

Wire per city code.
Wire for fan/lights in bedrooms, living room.
Wire for microwave hood.
220 for range and dryer.
Wire for dishwasher, garbage disposal, furnace, air conditioners.
Furnish and install fan/light in bathrooms.
Furnish and install smoke detectors per city code.
Weatherproof outlet on porch.
Wire on GFI outlet in garage.
Furnish and install porcelain light fixtures in garage.
Prewire T.V. outlets - 5 per unit.
Prewire telephone jacks - 5 per unit.
Install all light fixtures.

House/Common Areas:

Wire per city code.
Install all light fixtures.

Electrical Fixtures: An allowance will be provide to the owner for light fixtures throughtout the house. If the cost of the light fixtures exceeds the amount allowed, the difference will be paid be the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all light fixtures.

Common Area Fixtures by contractor.

Fireplaces: Metal prefabricated gas fireplaces. Includes a \$400.00 facing and mantel allowance.

Appliances: An allowance will be provide to the owner for selection of kitchen appliances. The appliances include range, spacemaker microwave/hood, dishwasher, refrigerator. If the cost of the appliances exceeds the allowance, the difference will be paid by the owner. If the cost of the appliances is less than the allowance the difference will be credited or refunded to the owner.

Gutters: Seamless aluminum gutters and spouts.

3. **Description of the Units.** Annexed hereto and made a part hereof as Exhibit "A" is a list of all Units in the

pd 31

FOURTH AMENDMENT TO

011071

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

2007 233
1995 DEC 12 PM 2:54

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this Fourth Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 7

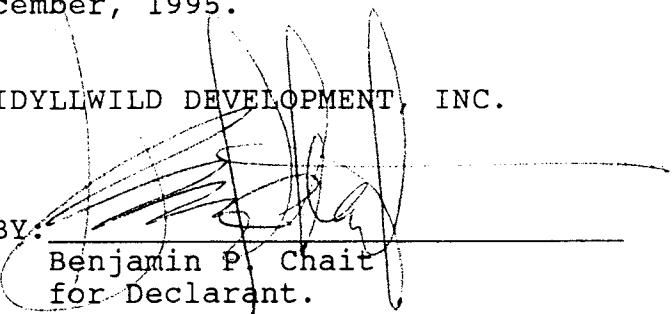
Attached hereto as Exhibits A through D are the plans of the front and back elevations, the left side and right side elevations, the left side and right side elevations, and the lower level floor plan and the upper level floor plan, of Building Type E, respectively. Building 7 is comprised of four units. The address of each unit in Building 7 is set forth on Exhibits A through D.

In all other ways, the original Declaration as further amended remains the same.

DATED this 12 day of December, 1995.

IDYLLWILD DEVELOPMENT, INC.

BY:


Benjamin P. Chait
for Declarant.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

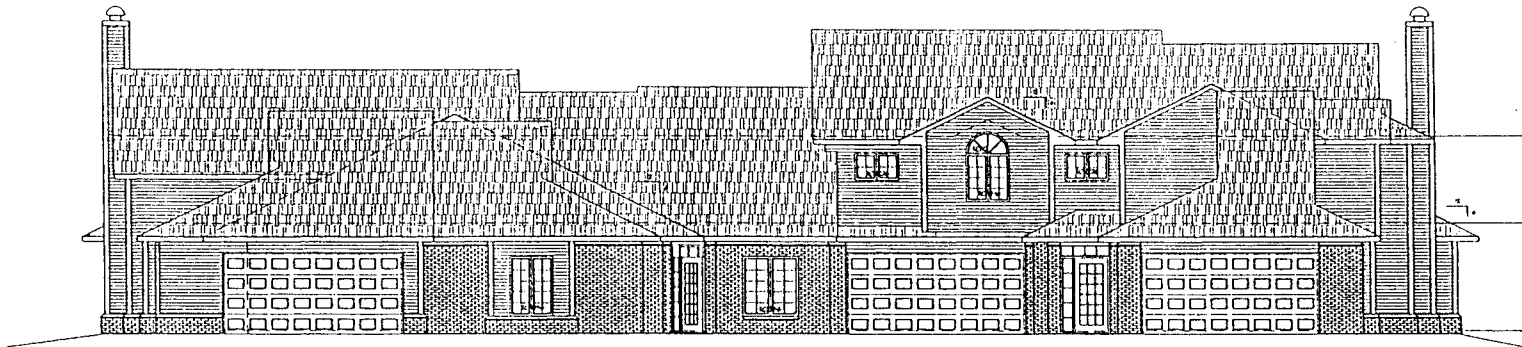
On this 12th day of December, 1995, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and

Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Velma Brayton
Notary Public in and for
State of Iowa

NOTARIAL SEAL

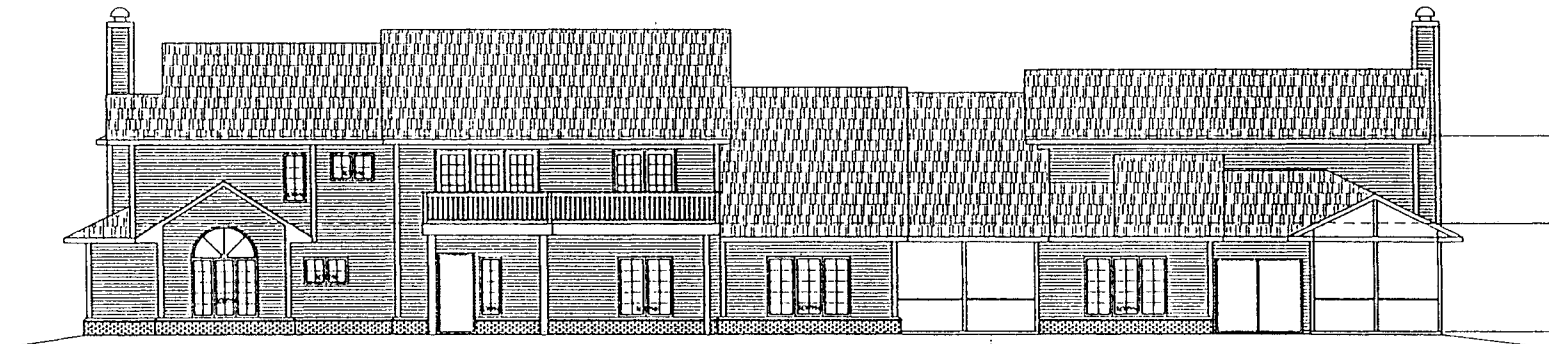
BUILDING TYPE E



25 Pentire Circle

23 Pentire Circle
BUILDING NO. 7
FRONT ELEVATION

1/8"=1'-0"



BUILDING NO. 7
BACK ELEVATION

1/8"=1'-0"

EXHIBIT "A"

REV.	DESCRIPTION	BY	DATE

2007 PAGE 235

CHAIT

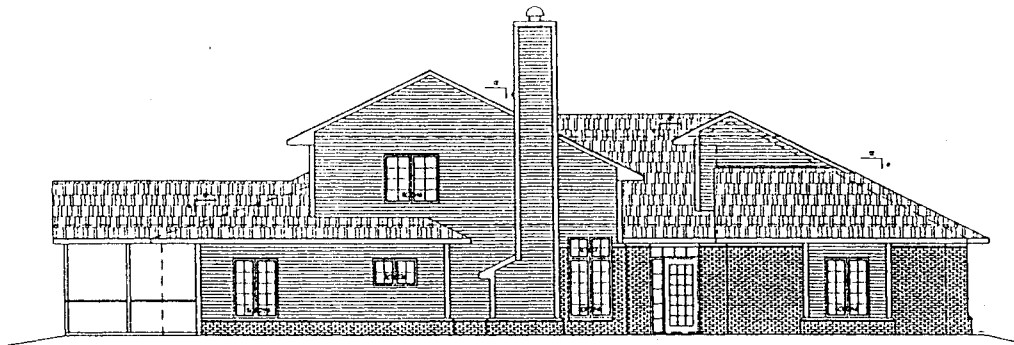
CHAIT DEVELOPMENT CO.
COMMERCIAL RESIDENTIAL DESIGN BLDG
CORPORATE OFFICE
118 E. ALAMOGITO
SAN ANTONIO, TEXAS 78205
(214) 342-2337

JOB NO.	DESIGNED BY
UWG. NO.	D.M.C.
SCALE	CHECKED BY:
AS NOTED	DATE
DATE: 11/17/07	3-29-05
SHEET	

A-3

OF SHEET

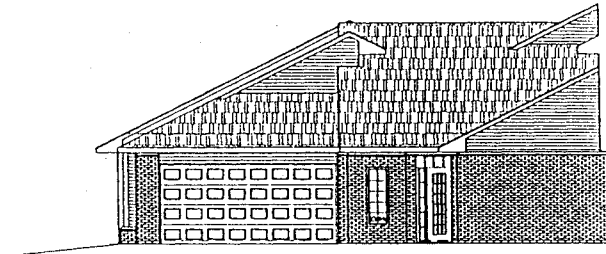
BUILDING TYPE E



27 Pentire Circle

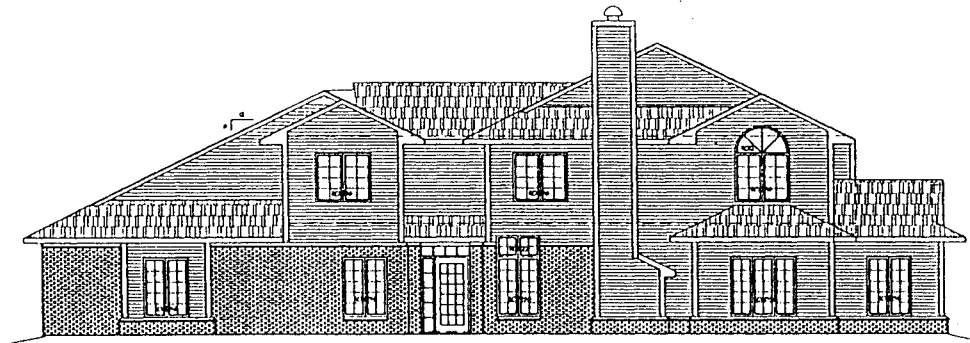
BUILDING NO. 7
LEFT ELEVATION

1/8"=1'-0"



BUILDING NO. 7
e-1 ELEVATION

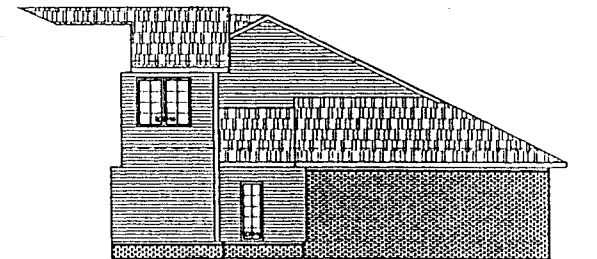
1/8"=1'-0"



21 Pentire Circle

BUILDING NO. 7
RIGHT ELEVATION

1/8"=1'-0"



BUILDING NO. 7
e-2 ELEVATION

1/8"=1'-0"

EXHIBIT "B"

NO.	REVISION	BY	DATE

NO. 2007 PAGE 236

CHAIT

CHAIT DEVELOPMENT CO.
COMMERCIAL RESIDENTIAL DESIGN BLDG.
CORPORATE OFFICE
1000 N. 10TH ST., SUITE 200
DES MOINES, IA 50319
(515) 281-0334

JOB NO.	DRAWN BY:
DWG. NO.	DATE:
SCALE:	CHECKED BY:
AS NOTED	APPROVED BY:
DATE:	DATE:
3-29-95	3-29-95
SHEET	SHEET

A-4

OF SHEET

21 Pentire
Circle

1/8" - 1' - 0"

[illegible]

2007 PAGE 237

CHAT

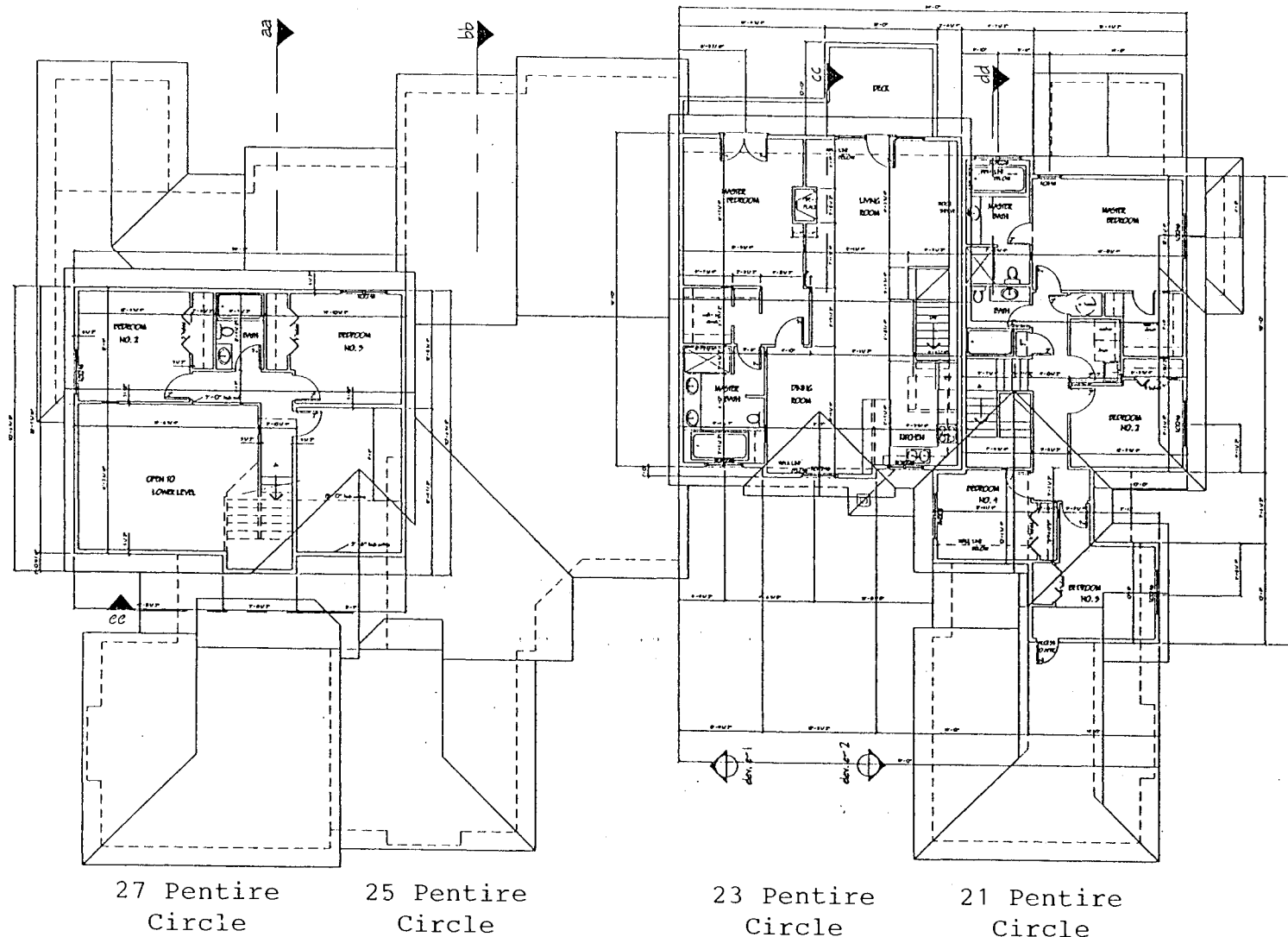
CMAT DEVELOPMENT CO.
COMMERCIAL RESIDENTIAL DESIGN BUILD
CORPORATE OFFICE
1118 E. WASHINGTON,
OWA CITY, IA 52240
(319) 336-2154

JOB NO.	DRAWN BY: Danc
DWG. NO.	CHECKED BY:
SCALE: as noted	APPROVED BY:
MADE AS: solid 7.5mm	DATE: 3-29-9
SHEET	

14

OF SHEET

BUILDING TYPE E



27 Pentire
Circle

25 Pentire
Circle

23 Pentire
Circle

21 Pentire
Circle

BUILDING NO. 7
UPPER LEVEL

1/8" = 1'-0"

EXHIBIT "D"

NO.	REVISION	BY	DATE

NO. 2007 PAGE 238

CHAIT

CHAIT DEVELOPMENT CO.
COMMERCIAL RESIDENTIAL DESIGN BUILD
CORPORATE OFFICE
218 E. WASHINGTON
KANSAS CITY, MO 64101
(314) 352-0324

FOR NO.	DRAWN BY:
DWG. NO.	DmC
DATE:	CHECKED BY:
AS NOTED	APPROVED BY:
DATE:	DATE:
8-29-95	8-29-95
SHEET	

A-2

OF SHEET

1262

26.⁰⁰

FIFTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this Fifth Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 14

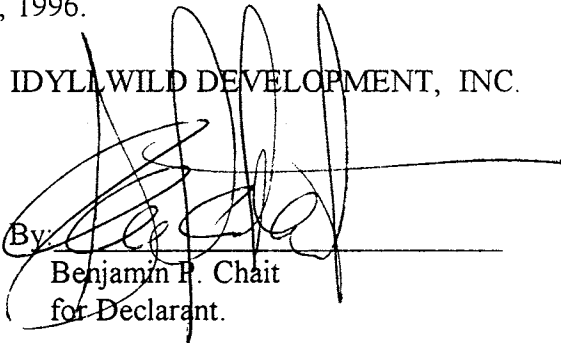
010401
 2191 PAGE 32
 1996 NOV 26 PM 2:43

Attached hereto as Exhibits A through C are the plans of the front and back elevations, the left side and right side elevations, and the lower level floor plan and the upper level floor plan, of Building Type F, respectively. Building 14 is comprised of four units. The address of each unit in Building 14 is set forth on Exhibits A through C.

In all other ways, the original Declaration as further amended remains the same.

Dated this 26th day of November, 1996.

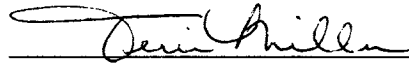
IDYLLWILD DEVELOPMENT, INC.

By: 
 Benjamin R. Chait
 for Declarant.

STATE OF IOWA)
) SS:
 JOHNSON COUNTY)

On this 26th day of November, 1996, before me, the undersigned, a notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

NOTARIAL SEAL

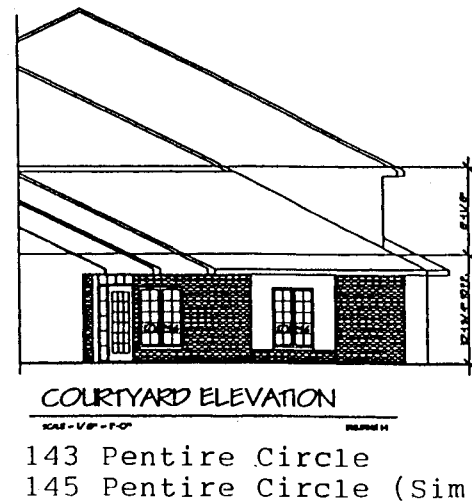
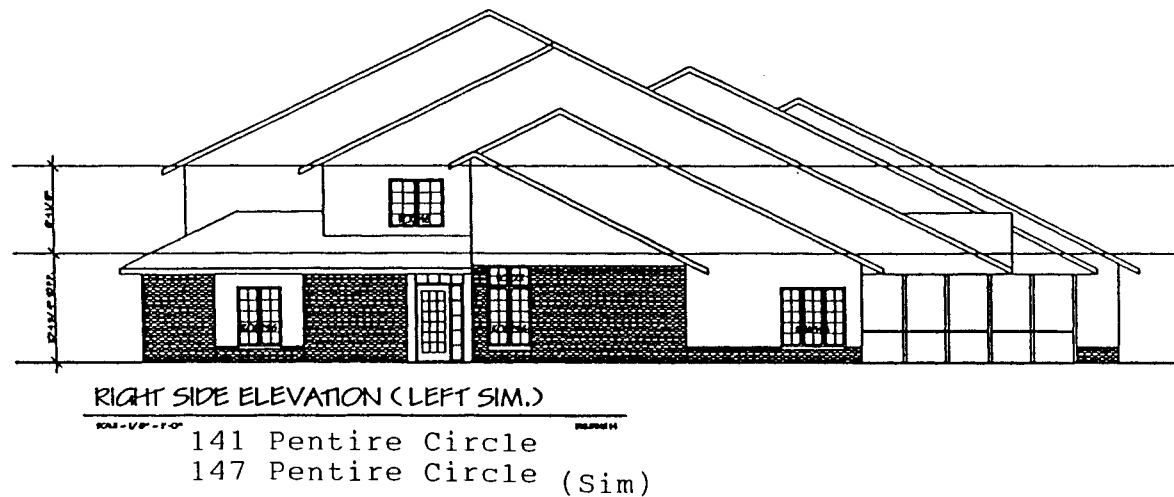
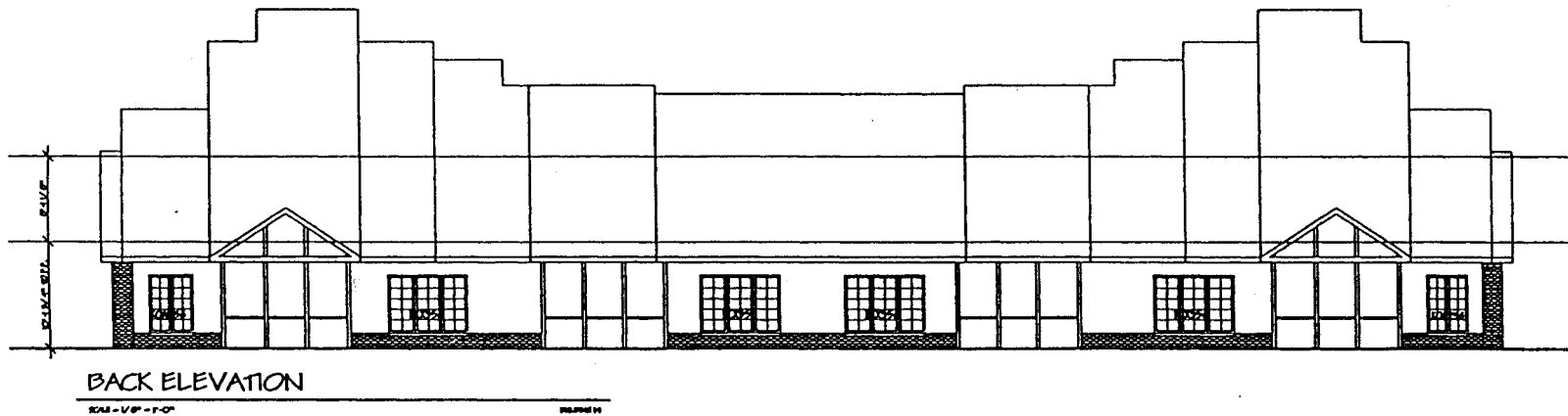


Notary Public in and for Johnson County
State of Iowa

my commission
expires 2/16/97

Building Type F

47 Pentire Circle
FRONT ELEVATION 145 Pentire Circle 143 Pentire Circle 141 Pentire Circle
 SCALE - V.P. - 1" = 10' DRAWING H



NO.	REVISION	BY	DATE

Chait

CHAIT DEVELOPMENT CO.
 COMMERCIAL RESIDENTIAL DESIGN BLDG
 CORPORATE OFFICE
 210 E. WASHINGTON
 CHICAGO, ILL. 60601
 (312) 321-0000

191-105-034

JOB NO.	DRAWING NO.
PANEL NO.	MIS. OBJECT PH.
SCALE: AS NOTED	ATTACHED PH.
DATE: 11/14/96	DATE: 11/14/96
SHEET	

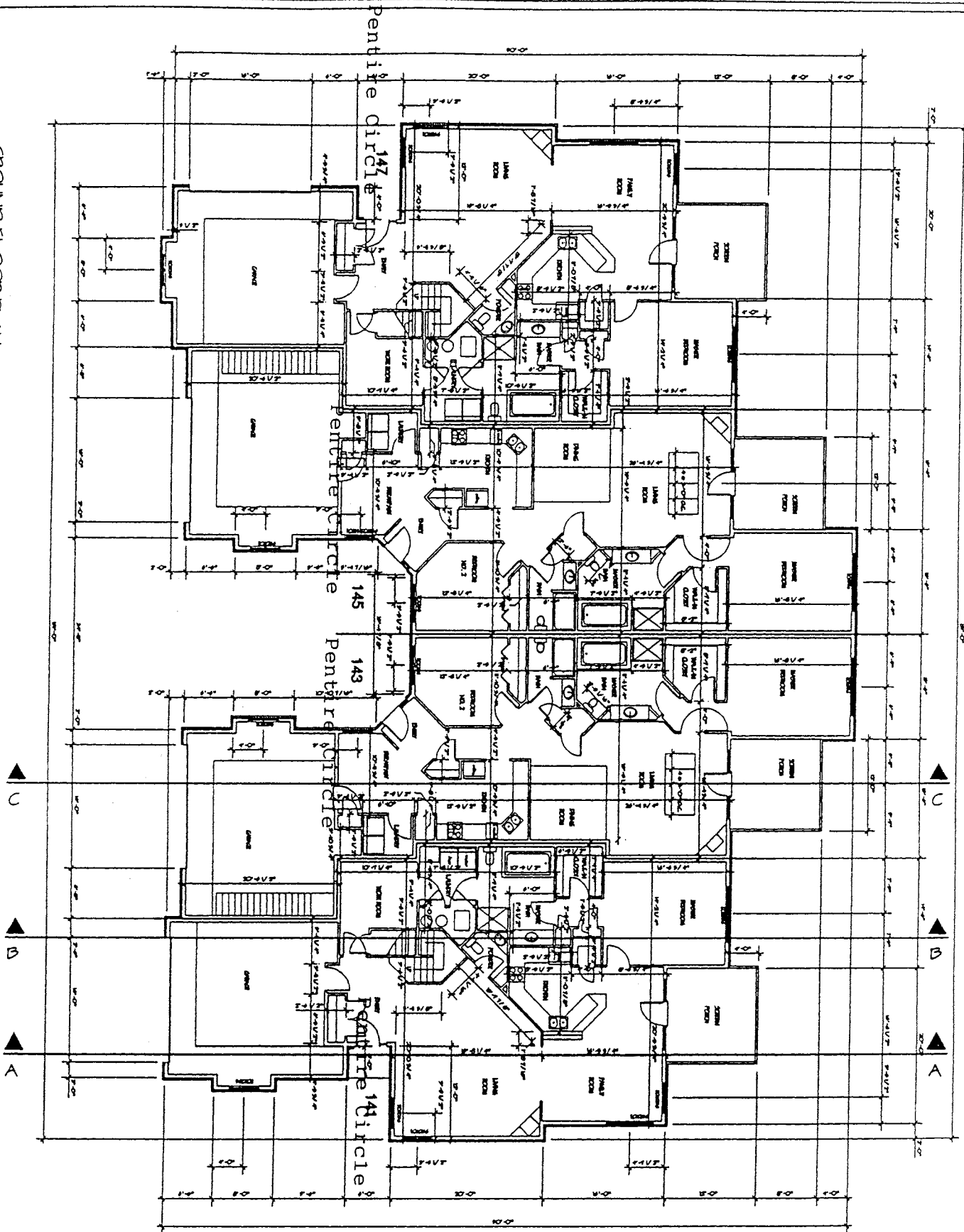
A-3

GROUND FLOOR PLAN

Scale 1/8" = 1'-0"

DATE 11-1-96

Exhibit "B"



Chait

CHAIT DEVELOPMENT CO.
COMMERCIAL RESIDENTIAL DESIGN BUILD

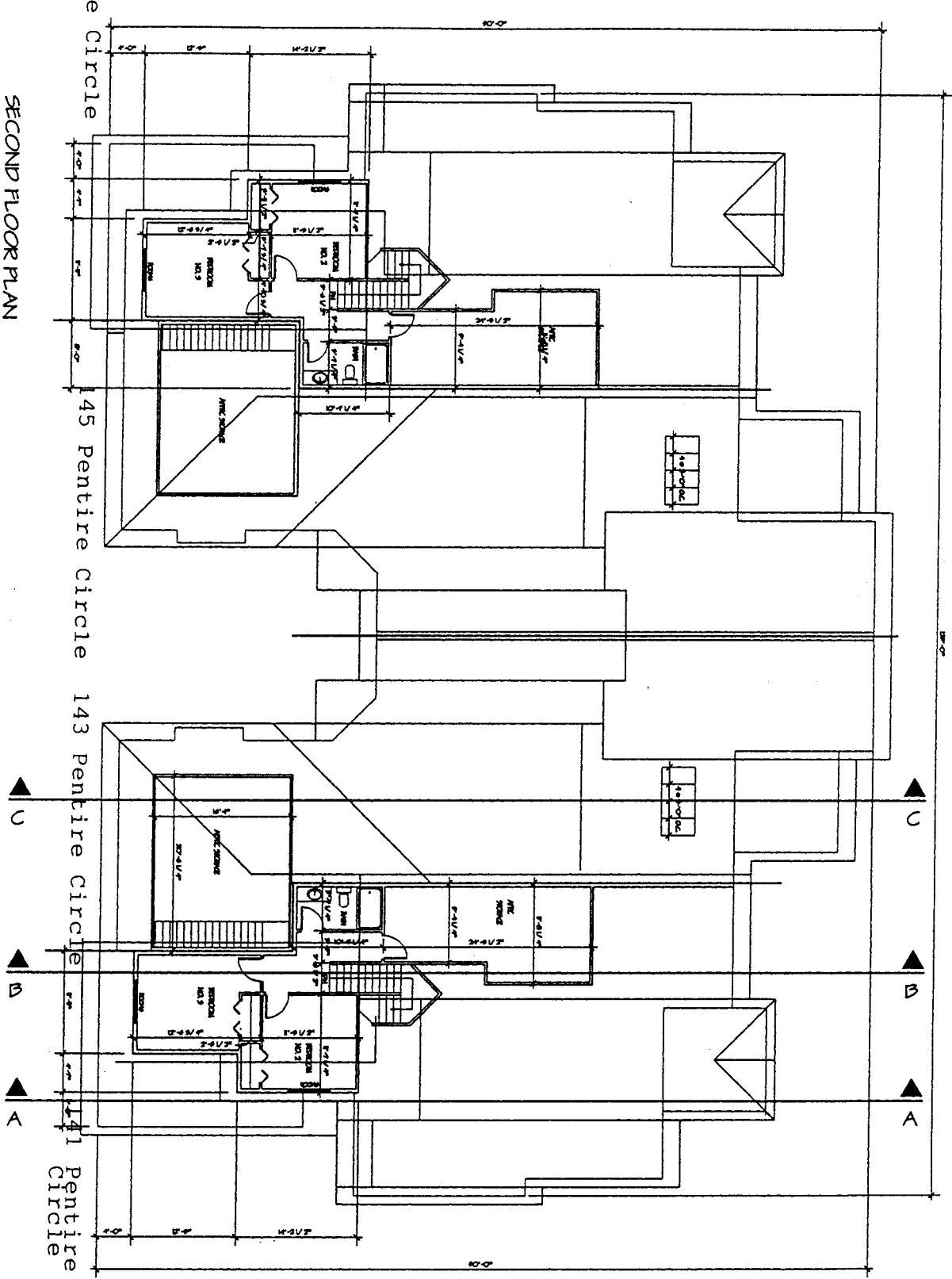
CORPORATE OFFICE
210 E. WASHINGTON
IOWA CITY, IA 52240
(319) 250-0984

NO. 2191 PAGE 035

A-1

DATE	11-1-96
SCALE	1/8" = 1'-0"
TITLE	GROUND FLOOR PLAN
PROJECT	CHAIT DEVELOPMENT CO.
DESIGNER	CHAIT DEVELOPMENT CO.
DATE	11-1-96

NO.	REVISION
1	
2	
3	
4	
5	
6	
7	
8	
9	
10	



SECOND FLOOR PLAN

Exhibit "C"

A-2

CR

Chart

CHART DEVELOPMENT CO.
COMMERCIAL RESIDENTIAL DESIGN BUILD

CORPORATE OFFICE
210 E. WASHINGTON
IOWA CITY, IA 52240
(319) 399-0554

2191 PAGE 036

NO. REVISION	BY	DATE

DESIGN NO. 11115

DATE 1/14/96

BY JLM

CHECKED BY JLM

PROJECT NO. 11115

SHEET 14

CHART DEVELOPMENT CO.

COMMERCIAL RESIDENTIAL DESIGN BUILD

CORPORATE OFFICE

210 E. WASHINGTON

IOWA CITY, IA 52240

(319) 399-0554

2191 PAGE 036

NO. REVISION

BY

DATE

36th 1419

001283 2308 76
1997 JUL 16 PM 1:36
JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

SIXTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this Sixth Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

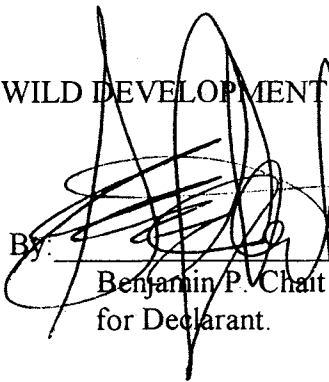
Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 11

Attached hereto as Exhibits A through C are the plans of the front and back elevations, the left side and right side elevations, and the lower level floor plan and the upper level floor plan, of Building Type G, respectively. Building 11 is comprised of four units. The address of each unit in Building 11 is set forth on Exhibits A through C.

In all other ways, the original Declaration as further amended remains the same.

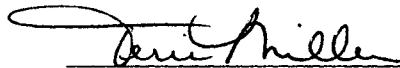
Dated this 16 day of July, 1997.

IDYLLWILD DEVELOPMENT, INC.

By: 
Benjamin P. Chait
for Declarant.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 16th day of July, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

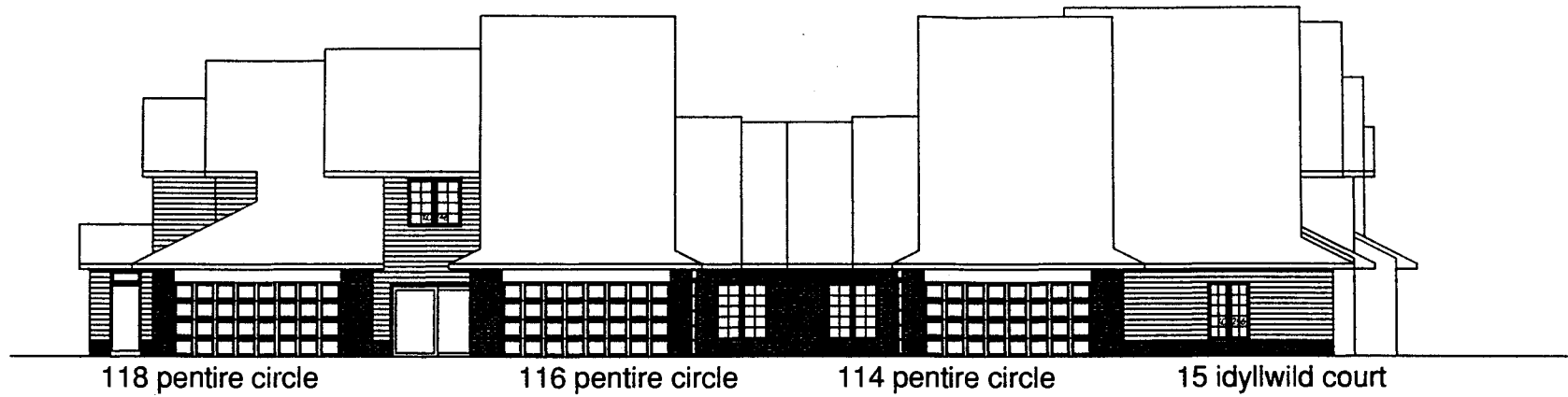


Notary Public in and for Johnson County
State of Iowa

my commission
expires 2/16/00

NOTARIAL SEAL

Building Type "G"



SOUTH ELEVATION

SCALE - 1/8" = 1'-0"



WEST ELEVATION

SCALE - 1/8" = 1'-0"



EAST ELEVATION

SCALE - 1/8" = 1'-0"

Exhibit "A"

Building Type "G"

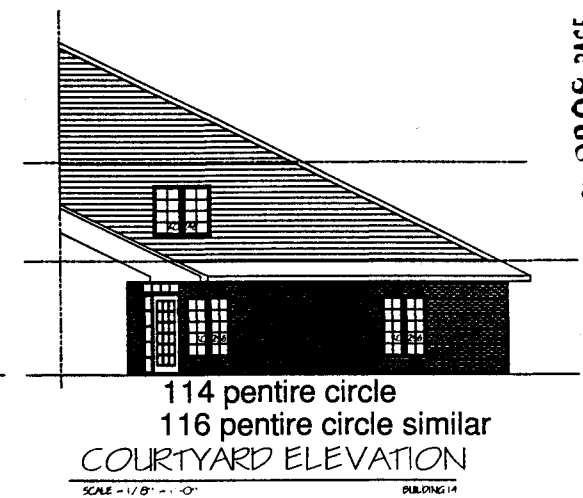
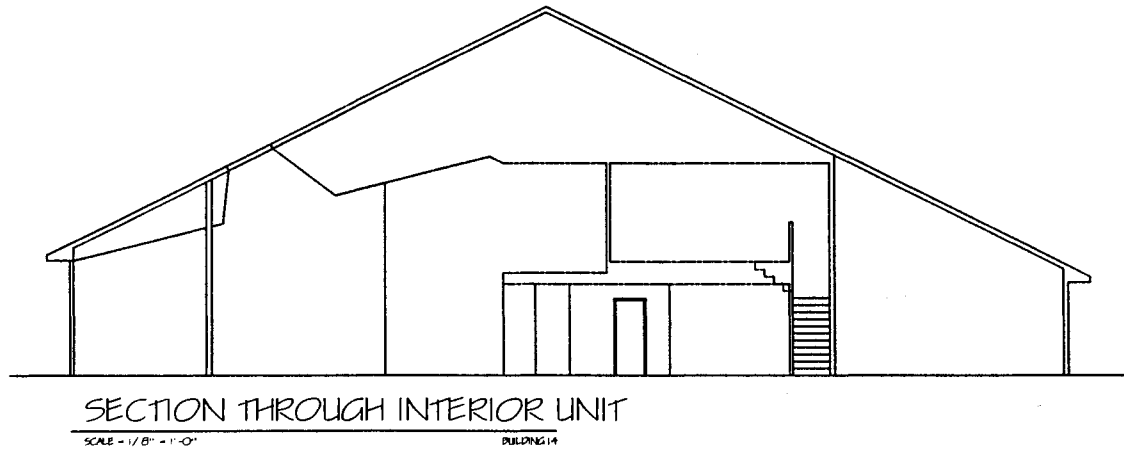
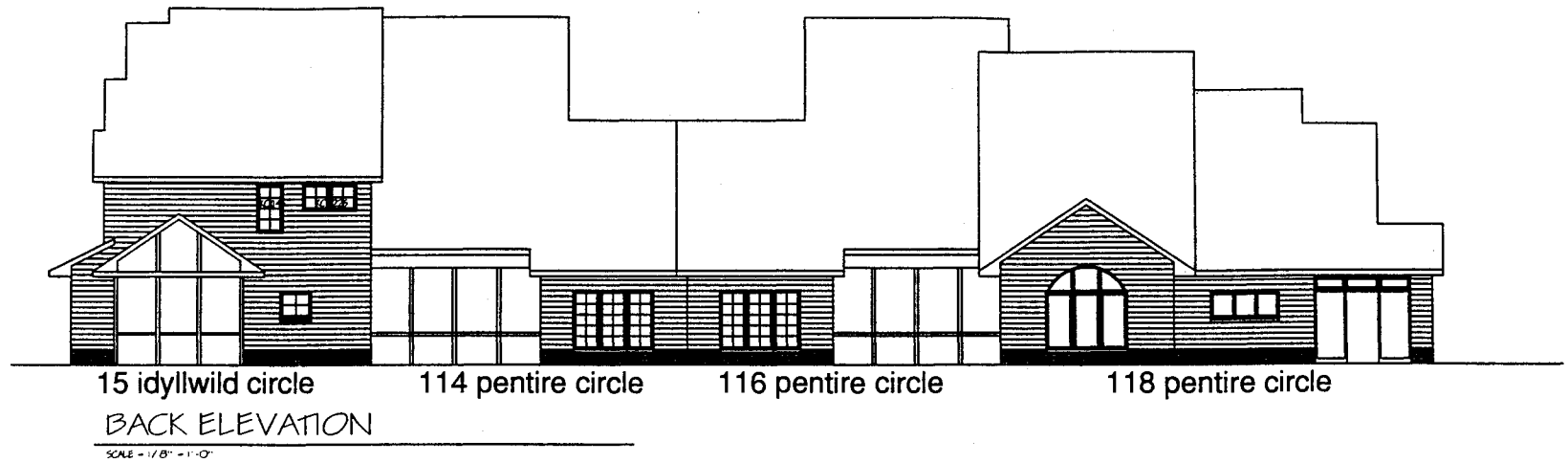
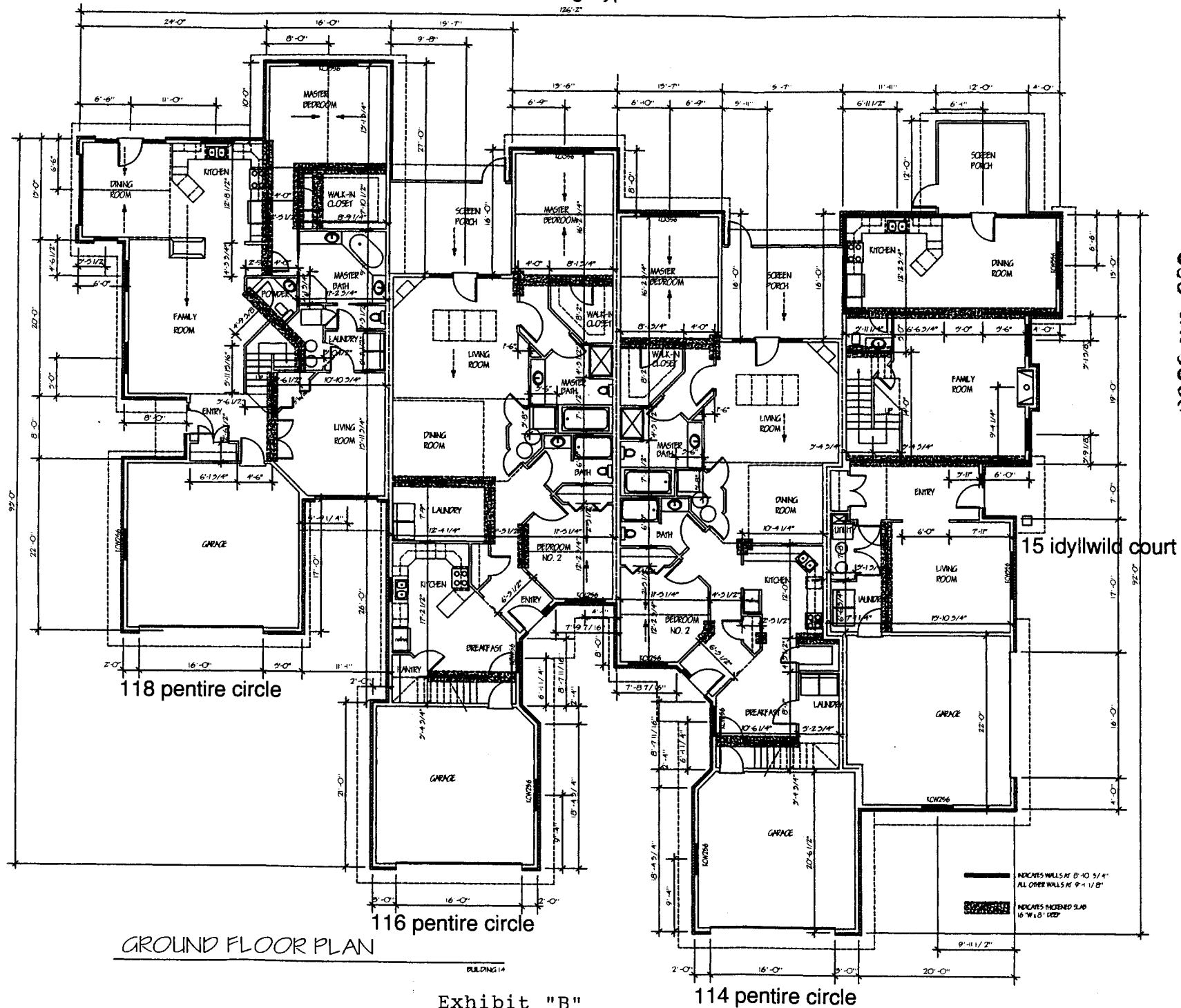
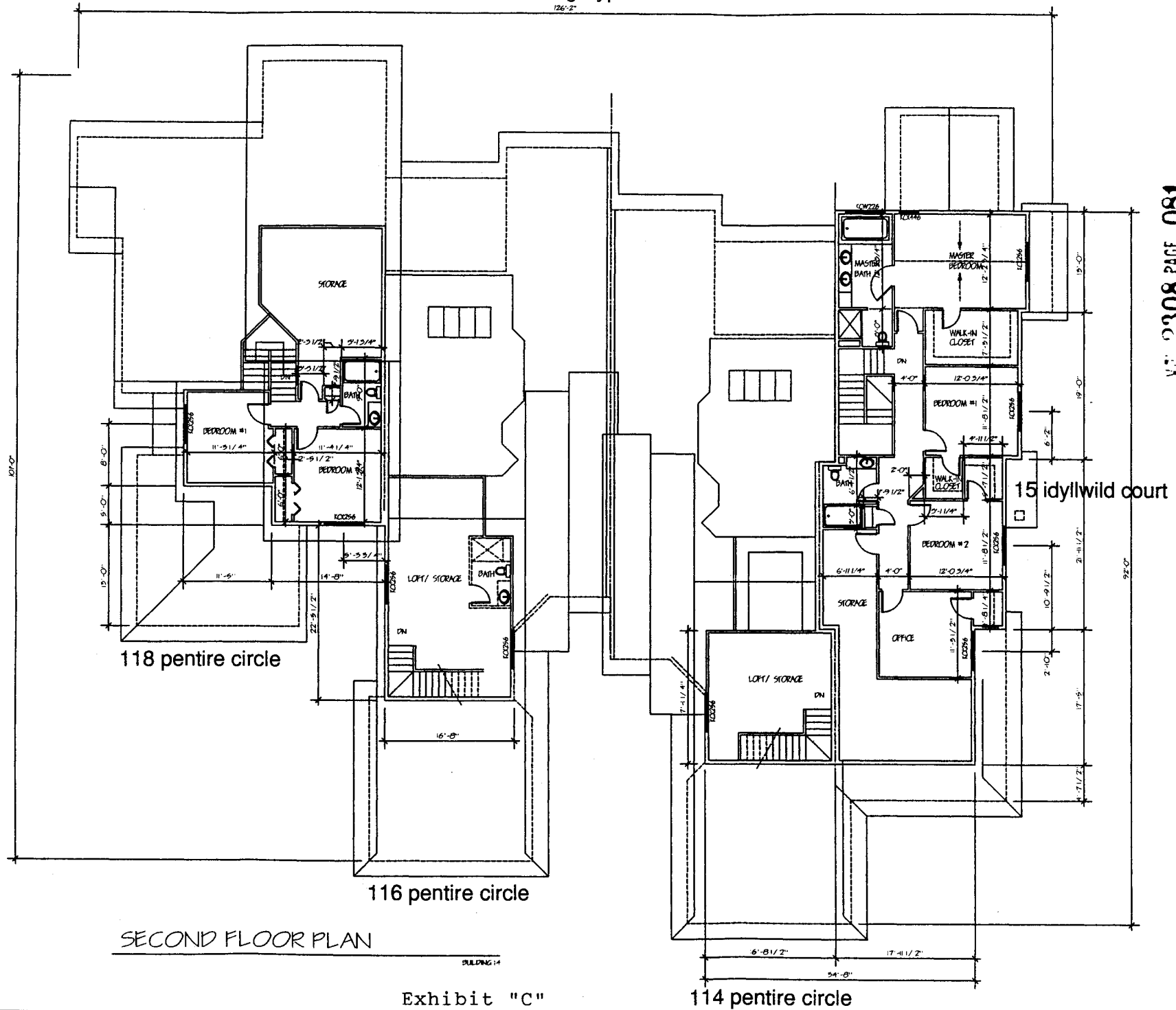
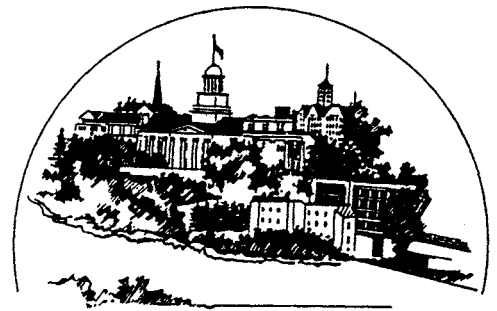


Exhibit "A"

Building Type "G"







CITY OF IOWA CITY

June 20, 1997

Ben Chait
218 East Washington Street
Iowa City, IA 52240

RE: Building No. 11 - Idyllwild Condominiums

Dear Ben:

Due to a minor change in the layout of building no. 11 in Idyllwild Condominiums, one (1) unit will now face Idyllwild Court while the remaining three (3) units will continue to face Pentire Circle. Therefore, the addresses of the four (4) units proposed for building no. 11 are amended as follows:

- | | |
|------------------------------------|--------------------|
| • east unit | 15 Idyllwild Court |
| • other three units (east to west) | 114 Pentire Circle |
| | 116 Pentire Circle |
| | 118 Pentire Circle |

In essence, the originally assigned address of 112 Pentire Circle is being replaced with 15 Idyllwild Court.

If you have any questions, feel free to call me at 356-5142.

Sincerely,

Dennis S. Gannon, P.E.
Ass't. City Engineer

Marian K. Karr, CMC
City Clerk

cc: Lori Phillips, Johnson County Sheriff's Office	Terry Smith, MidAmerican Energy
Bill Stephens, US West	Rick Leyendecker, U.S. Post Office
Jerry Denison, City Assessor	Gary Smith, TCI
Gaye Capellupo, US West	Production Development Corp.
Mike Sullivan, Johnson County Ambulance	Police Department
Fire Department	Jude Moss, Water Division
Ron Boose, HIS	June Nasby, Utilities
City Clerk	

\$ 51.00

**SEVENTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this Seventh Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

**Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 9**

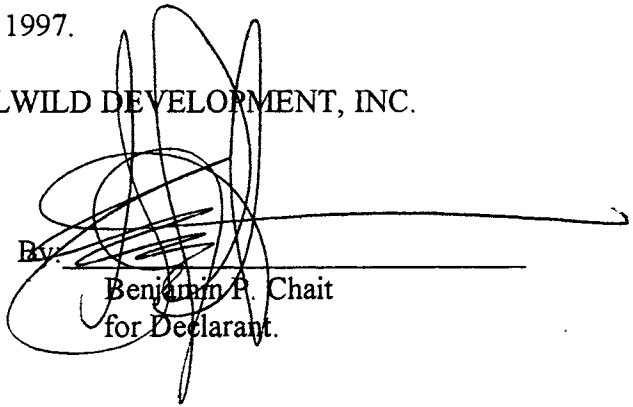
Attached hereto as Exhibits A through C are the plans of the front and back elevations, the left side and right side elevations, and the lower level floor plan and the upper level floor plan, of Building Type H, respectively. Building 9 is comprised of four units. The address of each unit in Building 9 is set forth on Exhibits A through C.

Additional Amendment

Attached hereto as Exhibit D is Article II, items 1 and 2 to be substituted for Article II, items 1 and 2 of the original Declaration, recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office for Buildings G and H and future Buildings. In all other ways, the original Declaration as further amended remains the same.

Dated this 30th day of September, 1997.

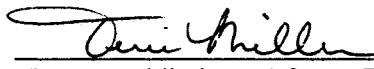
IDYLLWILD DEVELOPMENT, INC.

By: 

Benjamin P. Chait
for Declarant.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 30th day of September, 1997, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Notary Public in and for Johnson County
State of Iowa

my commission expires 2/16/00

Building Type "H"

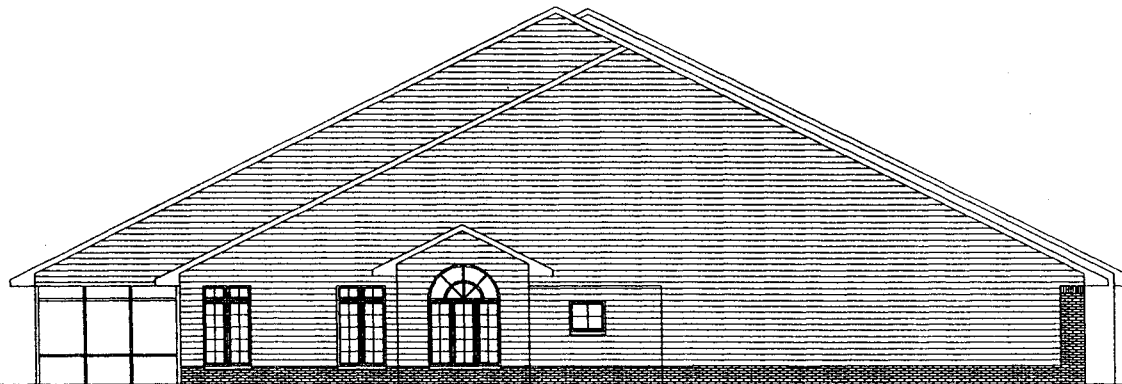


44 Pentire Circle

42 Pentire Circle

SOUTH ELEVATION

SCALE - 1/8" = 1'-0"



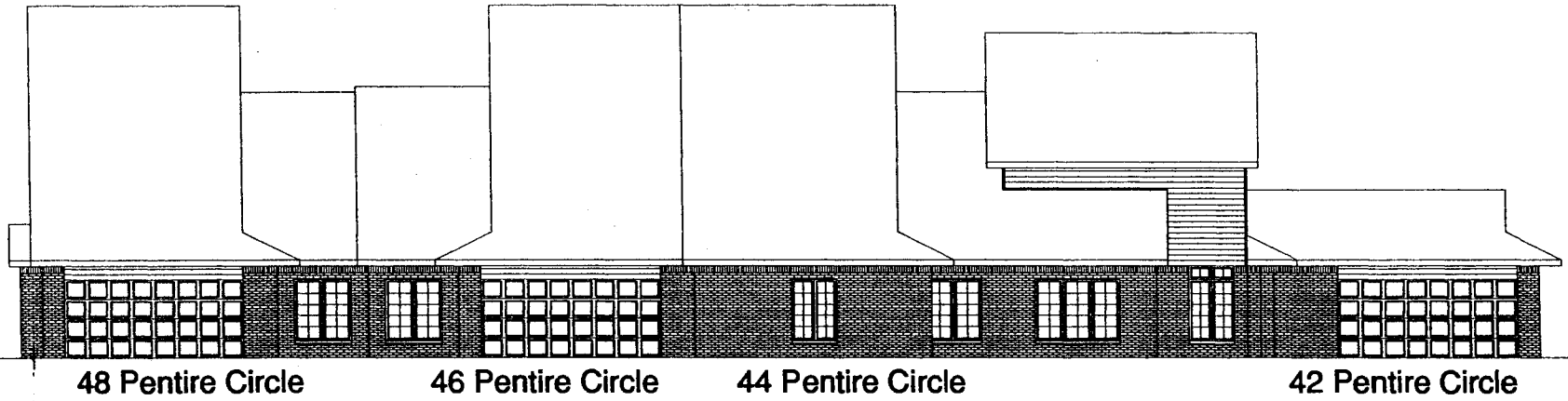
48 Pentire Circle

NORTH ELEVATION

SCALE - 1/8" = 1'-0"

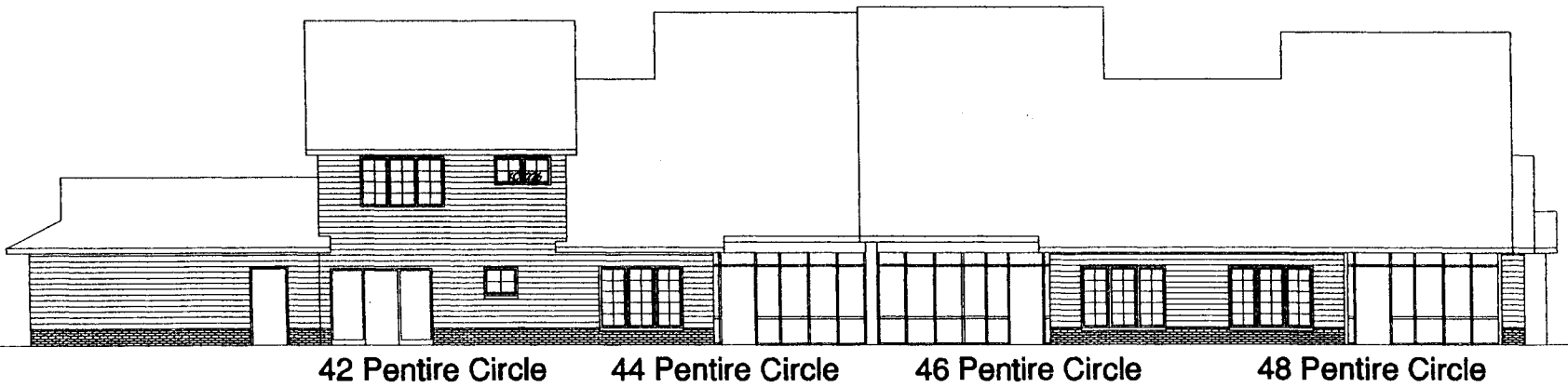
BUR 2352 PAGE 300

Building Type "H"



WEST ELEVATION

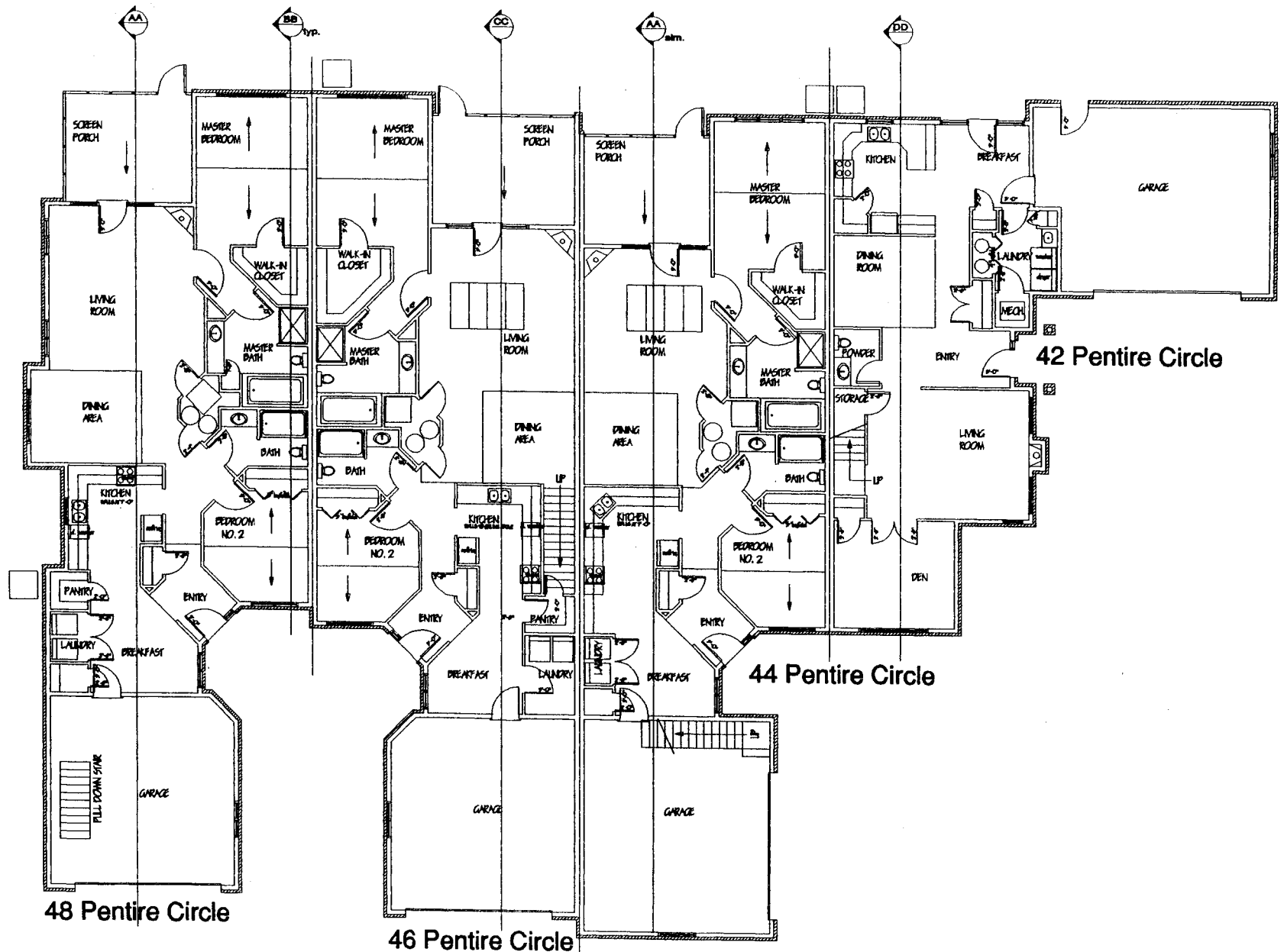
SCALE - 1/8" = 1'-0"



EAST ELEVATION

SCALE - 1/8" = 1'-0"

Building Type "H"

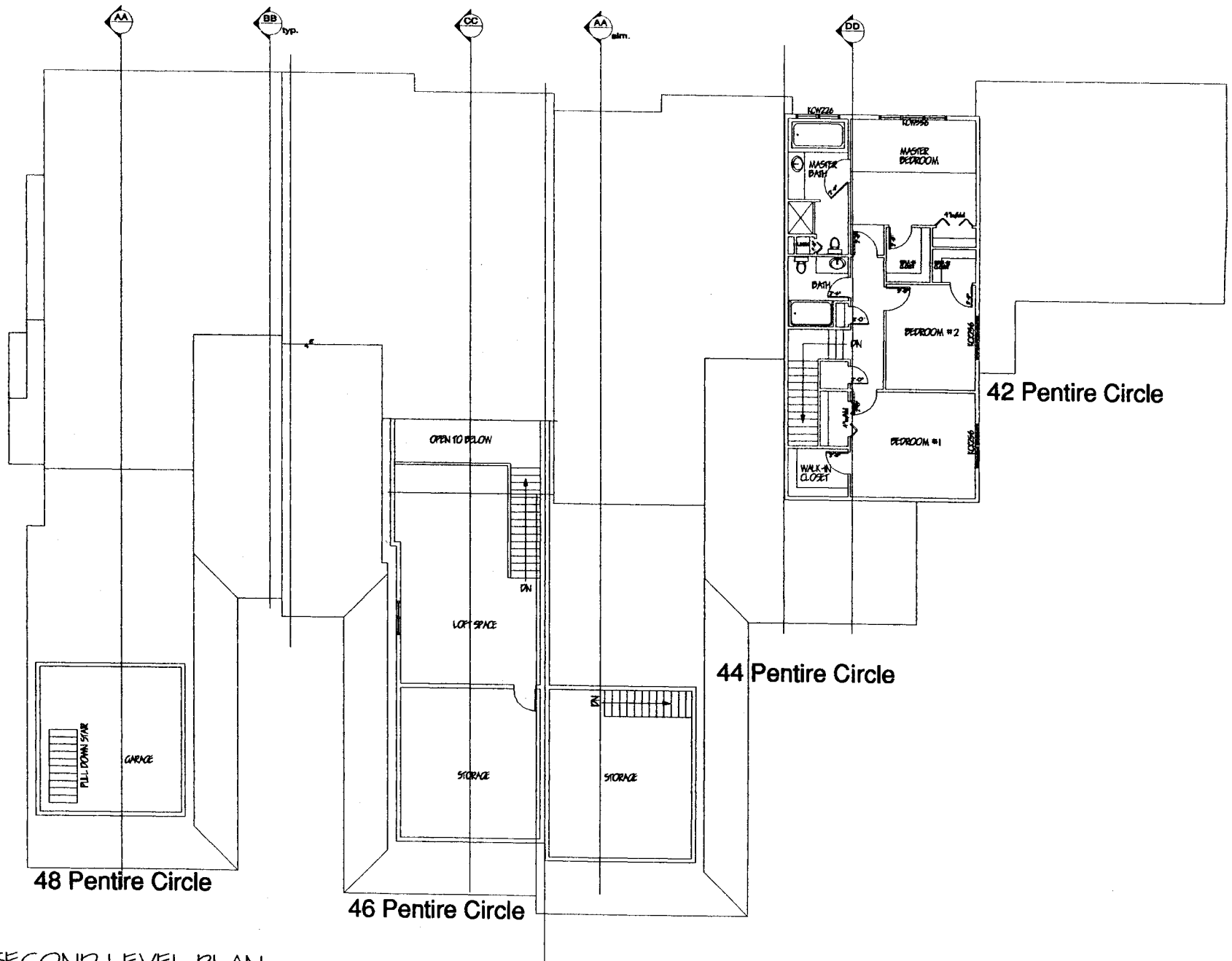


BUGH 2252 PAGE 302

FIRST LEVEL PLAN

Exhibit "B"

Building Type "H"



B06X2352 PAGE 303

SECOND LEVEL PLAN

Exhibit "C"

ARTICLE II.

Description of Land, Buildings and Units

1. **Description of Land**. The land submitted to this Regime is located on Foster Road in Iowa City, Johnson County, Iowa, and is legally described as follows:

Idyllwild Subdivision, Iowa City, Iowa.

2. **Description of Buildings**. The Condominium Regime will consist of twenty-six (26) Buildings, each of which contains four (4) dwelling Units. The Buildings shall be essentially the same, except that there are slightly different building designs for the Buildings located within the Regime. Each Building will be constructed to the following general specifications, depending upon which variation is constructed:

BUILDING DESIGN

Excavating and Grading: The contractor shall do all necessary excavating and grading for the construction of the Building. All surplus soil will be hauled away from site by the contractor and any additional fill needed is to be delivered to site by contractor. Grade level shall be mutually established by the contractor and engineer to allow for proper drainage.

Footings and Foundations: Shall be constructed as per plan with 8"x48" smooth concrete walls with 3 #4 rods horizontal on a 16"x8" concrete footing with 2 #4 rods continuous. Interior footings will be dug after all mechanical ground work is in, and poured with floor.

Concrete Flatwork:

Main Floor - 4" concrete on 4" compacted fill on .004 polyethylene vapor barrier with wire mesh.

Garage Floor - 4" concrete with wire mesh. Floor to slope toward overhead door opening.

Driveways - 4" concrete with wire mesh. NOTE: Driveways not included in building price. To be taken from development costs.

Patios, Stoops, and Porches - 4" concrete with #4 bars 2' on center.

Service Walks - 4" concrete.

Framing Lumber: Will be spruce or white wood for 2x4's and 2x6's with #2 or better fir for larger members. All exterior walls to be 2x6 construction. 2x4 construction on interior walls. Floor framing to be engineered with ¾ tongue and groove OSB board glued and nailed. Roof framing to be engineered roof trusses 24" on center with ½" OSB board sheathing, 15# felt and 235# four tab asphalt shingles. The peak will be capped with vent-a-ridge for attic ventilation.

Exterior walls sheathed 7/16" OSB board and wrapped with Tyvek air infiltration barrier. Siding to be vinyl double 4" horizontal, with vinyl corners and windows and door

trim. Fascia and overhangs will be finished with aluminum. Remainder of exterior will be brick facing per plan using king size brick.

Exterior Windows: High Performance Casements with screens and internal grilles. Wood jambs interior and aluminum clad exterior.

Exterior Doors: Metal insulated flush doors. Patio doors will be white clad with internal grilles.

Garage Doors: Wood grained white steel raised panel insulated overhead doors with openers and two remotes.

Insulation:

Sidewalls: R-19 6" friction fit batts

Ceiling: R-40 blown-in insulation

Garage Walls: R-11 4" friction fit batts

Party Walls: 2 layers 3 1/2" with sound channel

Floor Trusses: 3 1/2" with sound channel when applicable

Foundation: 2" rigid insulation

3/4" Gyp-Crete applied over sub-floor on second level when units are stacked.

Drywall: 5/8" on ceilings, party walls, 1/2" on all other walls. All orange peel spray on ceilings and orange peel on walls. Garage sheetrocked with 5/8" firecode and finish coated.

Interior Doors and Trim" Flush and bi-fold type with oak veneer with polished brass knobs. All bedrooms and bathrooms will have privacy locks. Casing and base to be oak colonial style molding. Oak railing will be of the traditional type.

Finished Flooring: An allowance will be provided to the owner for floor coverings throughout the house. If the cost of the floor covering exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all floor coverings and any necessary preparation or underlayment.

Closets: Standard closet shelving will be painted particle board. Entry closet will have one shelf and rod. Linens will have four shelves. Bedroom closets will have one shelf and rod. Shelf over washer and dryer.

Cabinets and Vanities: An allowance will be provided to the owner for cabinets including kitchen and bath and for countertops. If the cost of cabinets and tops exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all cabinets, vanities, and tops.

Bath Accessories (mirrors, paper holders, shower doors, and towel holders): An allowance will be provided to the owner for bath accessories throughout the house. If the cost of the bath accessories exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all bath accessories.

Painting/Staining: Two coats latex applied to walls and ceiling (white). Oak woodwork to be stained and sealed with 2 coats sealer. All metal doors finished with enamel. Garage walls to receive one coat of latex.

Heating and Air Conditioning: Forced air, high efficiency gas furnace with 10 seer central air conditioners with programmable thermostats.

Plumbing:

Kitchens: Dayton 33"x21" 20-gauge stainless steel sinks with Delta single handle control swing spout faucets, hose and spray attachments, strainers, supplies, and stops. Connections and installation of undercounter dishwasher. Insinkerator garbage disposal. Water line rough-in for refrigerator ice maker.

Half Baths: Aqua Glass 5' white fiberglass tub/shower modules with Delta single handle faucets. Gerber white oval sinks with Delta single handle control centerset faucet. Gerber white toilets and seats.

Master Baths: Aqua Glass 48"x36" white fiberglass shower module with Delta single handle control faucets. Gerber white oval sinks with Delta single handle control centerset faucet. Gerber white toilets and seats. White fiberglass whirlpool tub with two handle faucets.

Laundry Room: Provisions for washer and dryer.

Furnace Rooms: 50 gallon water heater. Plumbed for future soft water. Floor drain beside furnace, water meter set-ups.

Electrical: Install a 400 amp 120/240 volt five meterstack underground electrical service. Each unit to have its own 100 amp panel and meter. One for house.

Each Unit:

Wire per city code.

Wire each bedroom and living room for fan/lights

Wire for microwave hood.

220 and natural gas hook-ups for range and dryer.

Wire for dishwasher, garbage disposal, furnace, air conditioners.

Furnish and install fan/light in bathrooms.

Furnish and install smoke detectors per city code.

Weatherproof outlet on porch.

Wire one GFI outlet in garage.

Furnish and install porcelain light fixtures in garage.

Prewire T.V. outlets - 5 per unit.

Prewire telephone jacks - 5 per unit.
Install all light fixtures.
Recessed lighting - 5 per unit.

House/Common Areas:

Wire per city code.
Install all new light fixtures.

Electrical Fixtures: An allowance will be provided to the owner for light fixtures throughout the house. If the cost of the light fixtures exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all light fixtures.

Common Area fixtures by contractor.

Fireplaces: 2 allowances will be provided to the owner. 1 for the fireplace and 1 for facing and mantle. If the cost of these exceeds the allowance, the difference will be paid by the owner. If the cost of these is less than the allowance the difference will be credited or refunded to the owner.

Appliances: An allowance will be provided to the owner for selection of kitchen appliances. The appliances include range, spacemaker microwave/hood, dishwasher, refrigerator. If the cost of the appliances exceeds the allowance, the difference will be paid by the owner. If the cost of the appliances is less than the allowance the difference will be credited or refunded to the owner.

Gutters: Seamless aluminum gutters and spouts.

BOOK 2252 PAGE 307

OK 1596
\$ 51.00

EIGHTH AMENDMENT TO

**DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

022623

2480
1998 MAY -7 AM 9:24

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this Eighth Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted:

**Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 13**

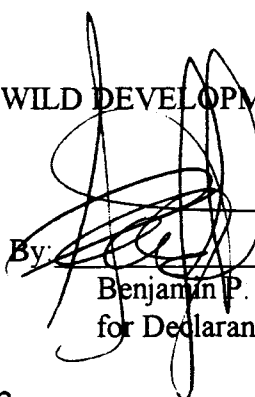
Attached hereto as Exhibits A through D are the plans of the front and back elevations, the left side and right side elevations, and the lower level floor plan and the upper level floor plan, of Building Type I, respectively. Building 13 is comprised of four units. The address of each unit in Building 13 is set forth on Exhibits A through D.

**Building Number, Building Type,
and Floor Plan for Each Unit located Within
Building 8**

Attached hereto as Exhibits E through H are the plans of the front and back elevations, the left side and right side elevations, and the lower level floor plan and the upper level floor plan, of Building Type J, respectively. Building 8 is comprised of four units. The address of each unit in Building 8 is set forth on Exhibits E through H.

Dated this 7th day of May, 1998.

IDYLLWILD DEVELOPMENT, INC.

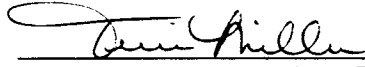
By: 

Benjamin P. Chait
for Declarant.

000121

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 7th day of May, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

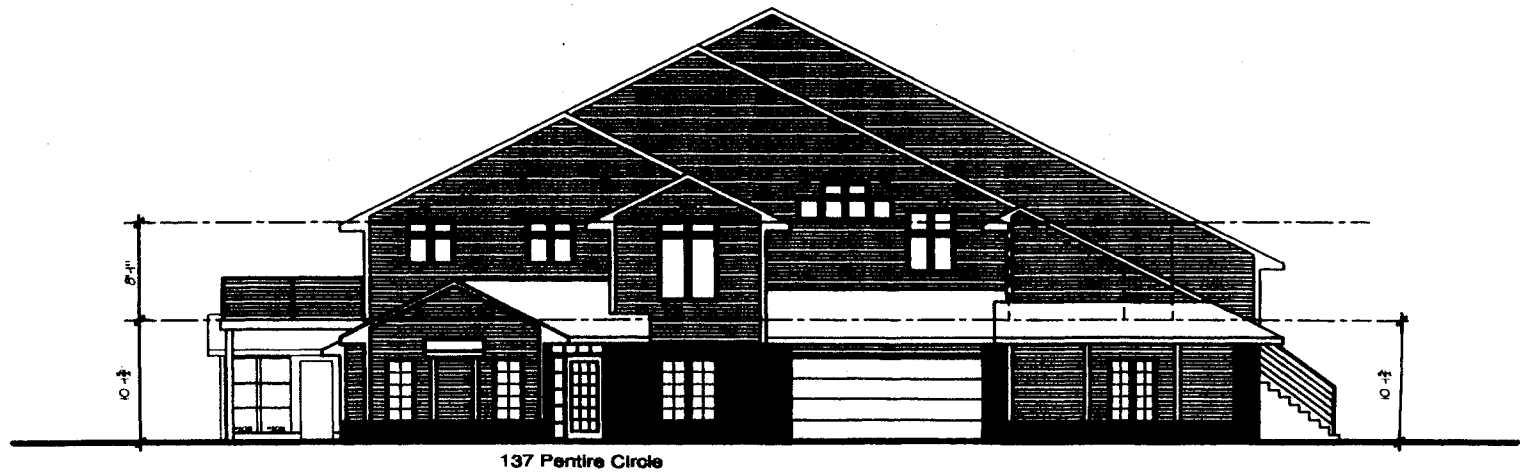


Notary Public in and for Johnson County
State of Iowa
my commission expires 2/16/00

NOTARIAL SEAL

000122

Building Type "I"



000123

Building Type "I"

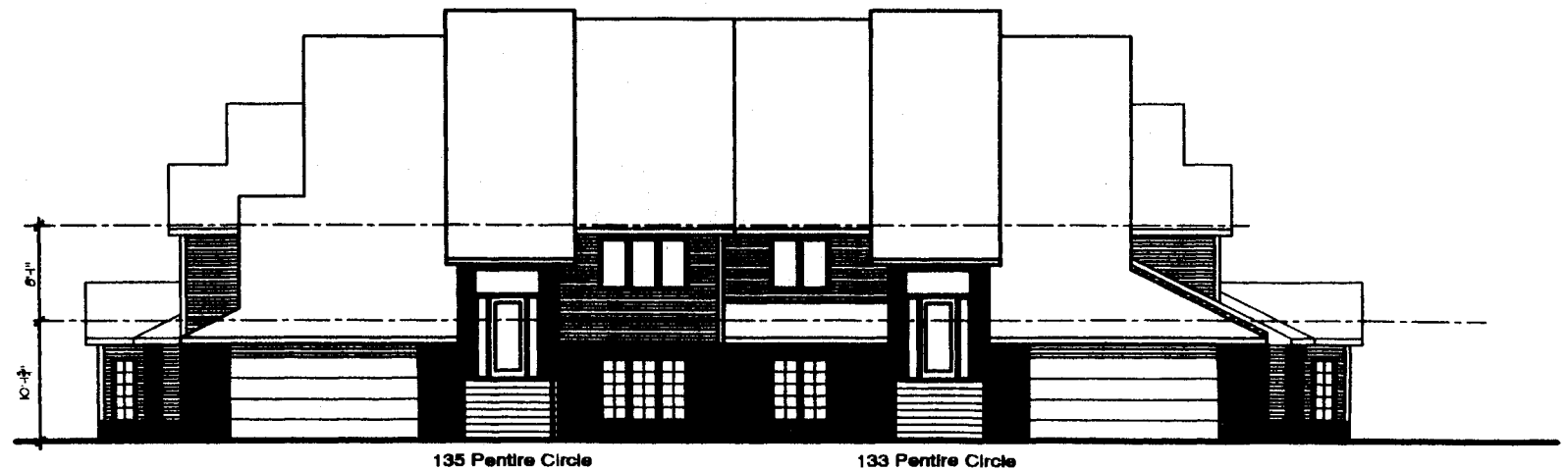
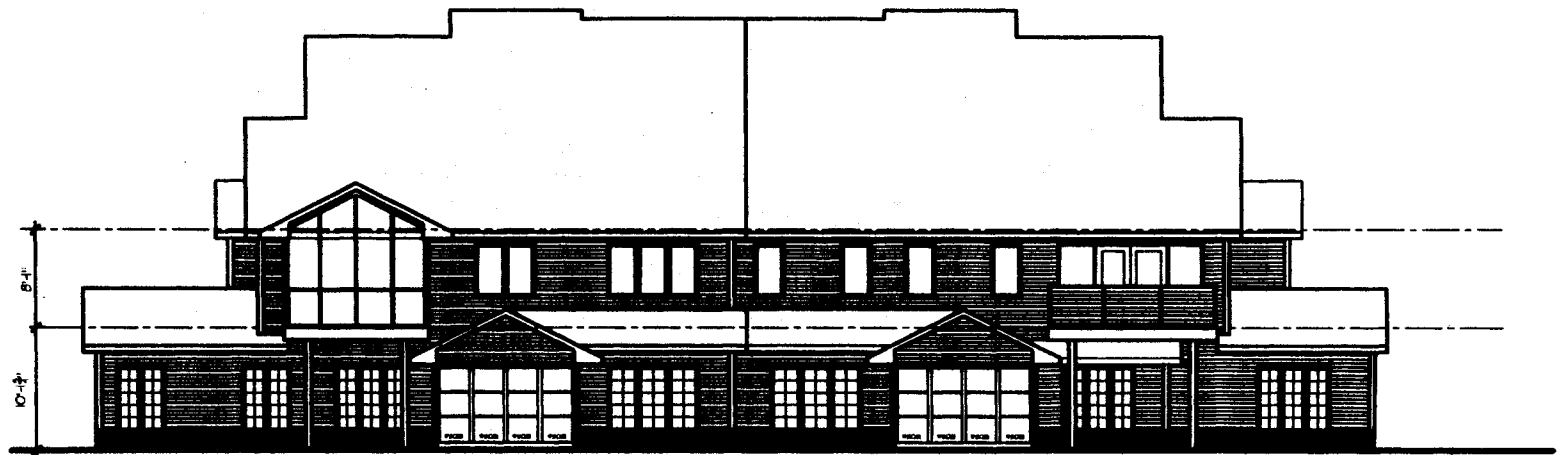


Exhibit "B"

000124

Building Type "I"

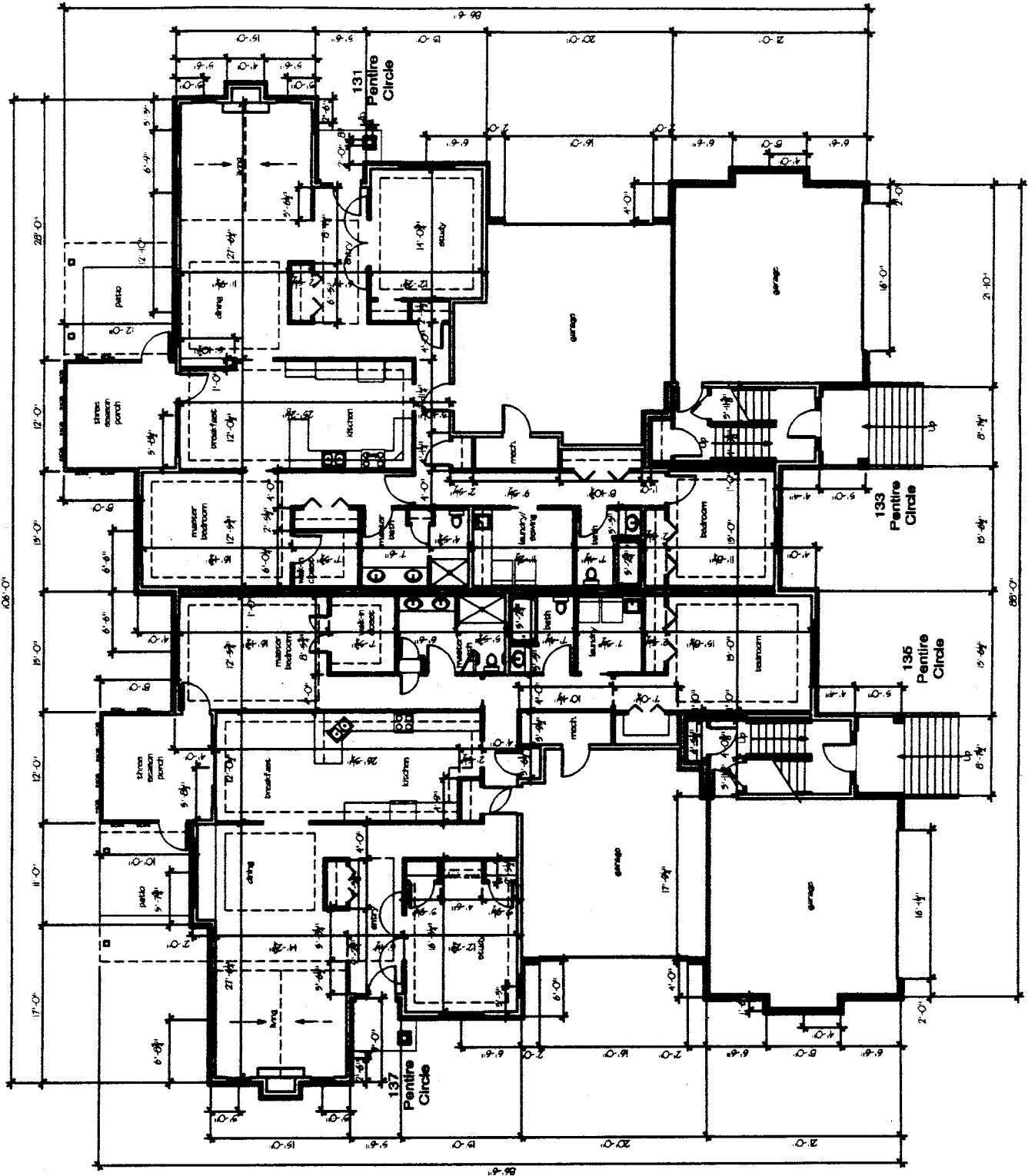


Exhibit "C"

000125

Building Type "I"

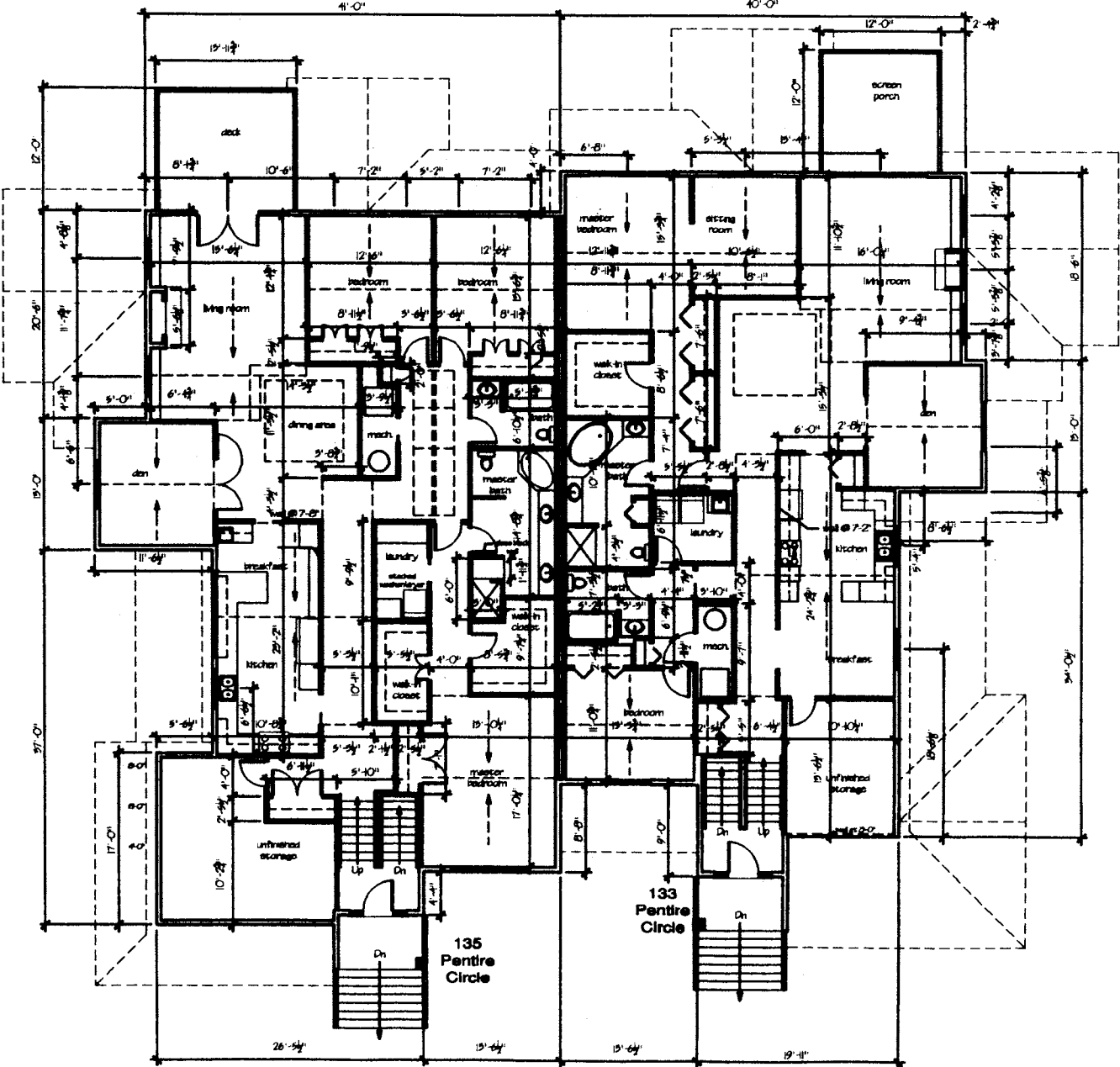
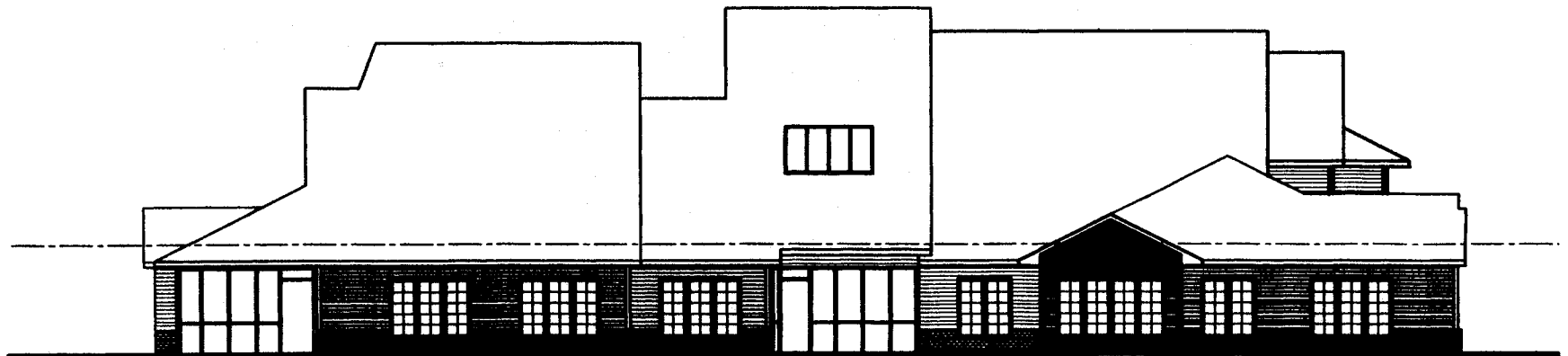
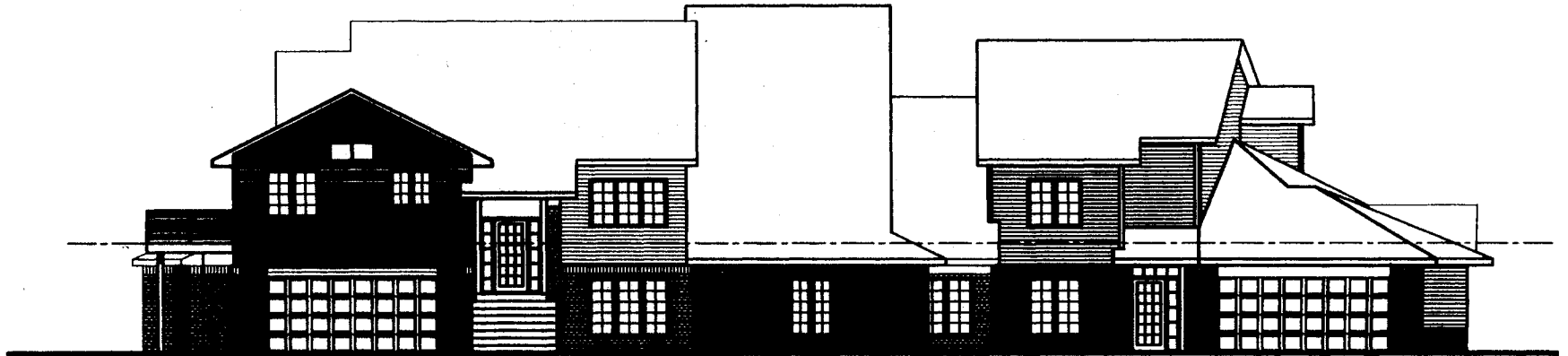


Exhibit "D"

000126

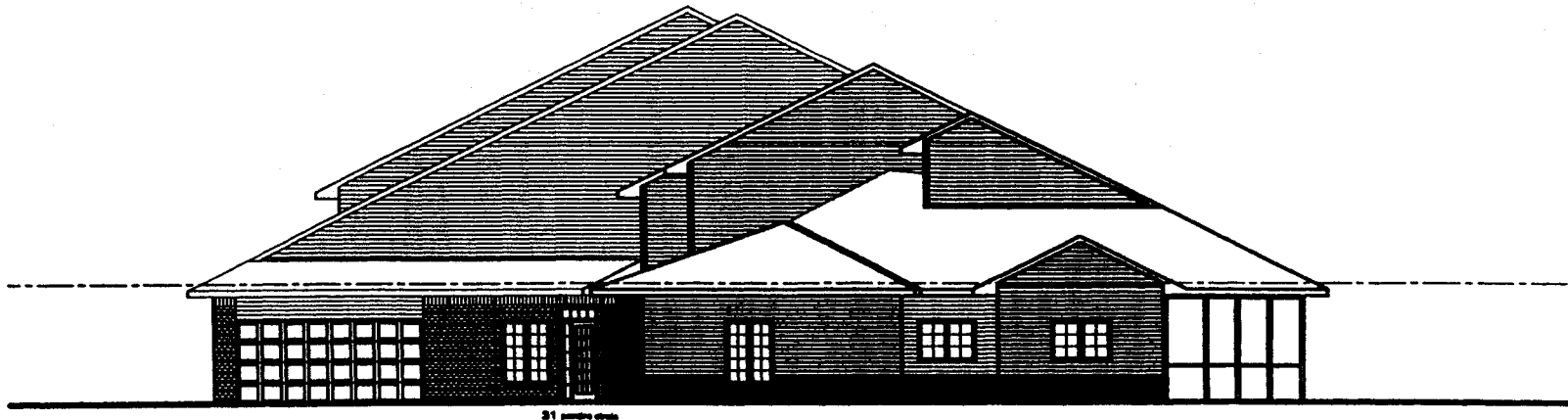
Building Type "J"



000127

Exhibit "E"

Building Type "J"



000128

Building Type "J"

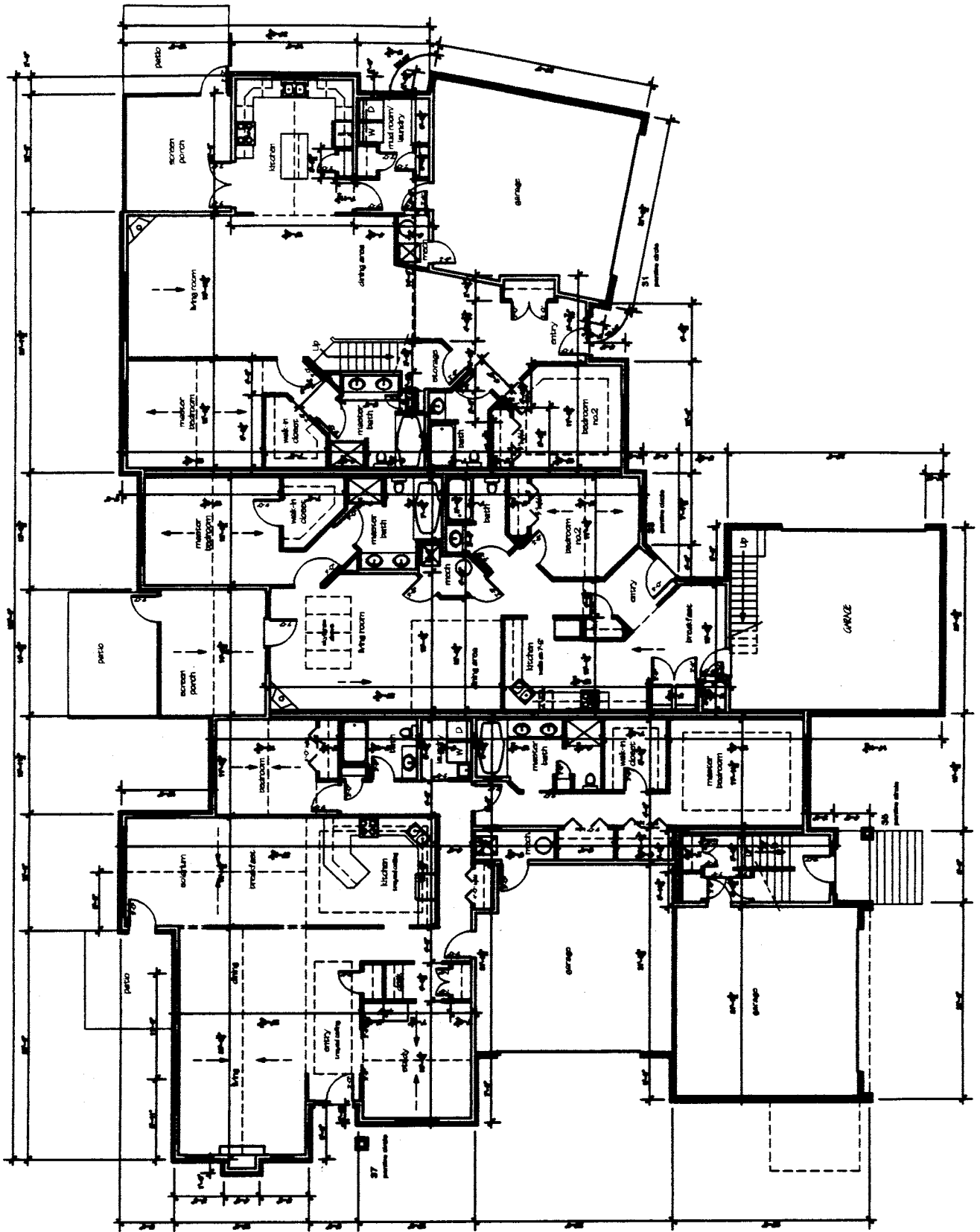


Exhibit "G"

[illegible]

000130

1604

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BOOK 2495 PAGE 195
1998 MAY 28 PM 2:47
JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

31^{0D}

**NINTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

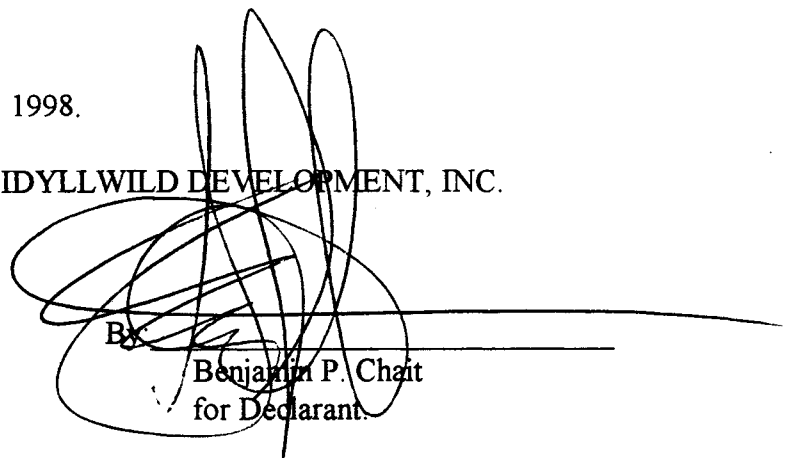
Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this NINTH Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendment was adopted.

Article II

Attached hereto as Exhibit A is Article II, items 1 and 2 to be substituted for Article II, items 1 and 2 of the original Declaration, recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office for Building I and future Buildings. In all other ways, the original Declaration as further amended remains the same.

Dated this 28th day of May, 1998.

IDYLLWILD DEVELOPMENT, INC.


BPC
Benjamin P. Chait
for Declarant.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 28th day of May, 1998, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

NO
Seal


Notary Public in and for *Johnson County*
State of Iowa
my commission expires 2/16/00

000196

ARTICLE II.

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this Regime is located on Foster Road in Iowa City, Johnson County, Iowa, and is legally described as follows:

Idyllwild Subdivision, Iowa City, Iowa.

2. **Description of Buildings.** The Condominium Regime will consist of twenty-six (26) Buildings, each of which contains four (4) dwelling Units. The Buildings shall be essentially the same, except that there are slightly different building designs for the Buildings located within the Regime. Each Building will be constructed to the following general specifications, depending upon which variation is constructed:

BUILDING DESIGN

Excavating and Grading: The contractor shall do all necessary excavating and grading for the construction of the Building. All surplus soil will be hauled away from site by the contractor and any additional fill needed is to be delivered to site by contractor. Grade level shall be mutually established by the contractor and engineer to allow for proper drainage.

Footings and Foundations: Shall be constructed as per plan with 8"x48" smooth concrete walls with 3 #4 rods horizontal on a 16"x8" concrete footing with 2 #4 rods continuous. Interior footings will be dug after all mechanical ground work is in, and poured with floor.

Concrete Flatwork:

Main Floor - 4" concrete with wire mesh on 4" compacted fill on .004 polyethylene vapor barrier.

Garage Floor - 4" concrete with wire mesh. Floor to slope toward overhead door opening.

Driveways - 4" concrete with wire mesh.

Patios, Stoops, and Porches - 4" concrete with #4 bars 2' on center.

Service Walks - 4" concrete.

Framing Lumber: Will be spruce or white wood for 2x4's and 2x6's with #2 or better fir for larger members. All exterior walls to be 2x6 construction. 2x4 construction on interior walls. Floor framing to be engineered with ¾ tongue and groove OSB board glued and nailed. Roof framing to be engineered roof trusses 24" on center with ½" OSB board sheathing, 15# felt and 235# four tab asphalt shingles. The peak will be capped with vent-a-ridge for attic ventilation.

Exterior walls sheathed 7/16" OSB board and wrapped with Tyvek air infiltration barrier. Siding to be vinyl double 4" horizontal, with vinyl corners and windows and door

trim. Fascia and overhangs will be finished with aluminum. Remainder of exterior will be brick facing per plan using king size brick.

Exterior Windows: High Performance Casements with screens and internal grilles. Wood jambs interior and aluminum clad exterior.

Exterior Doors: Metal insulated flush doors. Patio doors will be white clad with internal grilles.

Garage Doors: Wood grained white steel raised panel insulated overhead doors with openers and two remotes.

Insulation:

Sidewalls: R-19 6" friction fit batts

Ceiling: R-40 blown-in insulation

Garage Walls: R-11 4" friction fit batts

Party Walls: 2 layers 3 1/2" with sound channel or 1/2" sound board.

Floor Trusses: 3 1/2" with sound channel or 1/2" sound board when applicable and 3/4" Gyp-Crete applied over sub floor or 1/2" Sound-A-Sote applied under sub floor.

Foundation: 2" rigid insulation

Drywall: 5/8" on ceilings, party walls, 1/2" on all other walls. All orange peel spray on ceilings and orange peel on walls. Garage sheetrocked with 5/8" firecode and finish coated.

Interior Doors and Trim Flush and bi-fold type with oak veneer with polished brass knobs. All bedrooms and bathrooms will have privacy locks. Casing and base to be oak colonial style molding. Oak railing will be of the traditional type.

Finished Flooring: An allowance will be provided to the owner for floor coverings throughout the house. If the cost of the floor covering exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all floor coverings and any necessary preparation or underlayment.

Closets: Standard closet shelving will be painted particle board. Entry closet will have one shelf and rod. Linens will have four shelves. Bedroom closets will have one shelf and rod. Shelf over washer and dryer.

Cabinets and Vanities: An allowance will be provided to the owner for cabinets including kitchen and bath and for countertops. If the cost of cabinets and tops exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all cabinets, vanities, and tops.

Bath Accessories (mirrors, paper holders, shower doors, and towel holders): An allowance will be provided to the owner for bath accessories throughout the house. If the cost of the bath accessories exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all bath accessories.

Painting/Staining: Two coats latex applied to walls and ceiling (white). Oak woodwork to be stained and sealed with 2 coats sealer. All metal doors finished with enamel. Garage walls to receive one coat of latex.

Heating and Air Conditioning: Forced air, high efficiency gas furnace with 12 seer central air conditioners with programmable thermostats.

Plumbing:

Kitchens: Dayton 33"x21" 20-gauge stainless steel sinks with Delta single handle control swing spout faucets, hose and spray attachments, strainers, supplies, and stops. Connections and installation of undercounter dishwasher. Insinkerator garbage disposal. Water line rough-in for refrigerator ice maker.

Half Baths: Aqua Glass 5' white fiberglass tub/shower modules with Delta single handle faucets. Delta single handle control centerset faucet. Gerber white toilets and seats.

Master Baths: Aqua Glass 48"x36" white fiberglass shower module with Delta single handle control faucets. Delta single handle control centerset faucet. Gerber white toilets and seats. White fiberglass whirlpool tub with two handle faucets.

Laundry Room: Provisions for washer and dryer.

Furnace Rooms: 50 gallon water heater. Plumbed for future soft water. Floor drain beside furnace, water meter set-ups.

Electrical: Install a 400 amp 120/240 volt five meterstack underground electrical service. Each unit to have its own 100 amp panel and meter. One for house.

Each Unit:

Wire per city code.

Wire each bedroom and living room for fan/lights

Wire for microwave hood.

220 and natural gas hook-ups for range and dryer.

Wire for dishwasher, garbage disposal, furnace, air conditioners.

Furnish and install fan/light in bathrooms.

Furnish and install smoke detectors per city code.

Weatherproof outlet on porch.

Wire one GFI outlet in garage.

Furnish and install porcelain light fixtures in garage.

Prewire T.V. outlets - 5 per unit.

Prewire telephone jacks - 5 per unit.

Install all light fixtures.
Recessed lighting - 5 per unit.

House/Common Areas:

Wire per city code.
Install all new light fixtures.

Electrical Fixtures: An allowance will be provided to the owner for light fixtures throughout the house. If the cost of the light fixtures exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all light fixtures.

Common Area fixtures by contractor.

Fireplaces: 2 allowances will be provided to the owner. 1 for the fireplace and 1 for facing and mantle. If the cost of these exceeds the allowance, the difference will be paid by the owner. If the cost of these is less than the allowance the difference will be credited or refunded to the owner.

Appliances: An allowance will be provided to the owner for selection of kitchen appliances. The appliances include range, spacemaker microwave/hood, dishwasher, refrigerator. If the cost of the appliances exceeds the allowance, the difference will be paid by the owner. If the cost of the appliances is less than the allowance the difference will be credited or refunded to the owner.

Gutters: Seamless aluminum gutters and spouts.

2018

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ATTACHMENT TO
TENTH AMENDMENT TO

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

The following correction applies to the Tenth Amendment to Declaration of Submission to Horizontal Property Regime pursuant to Chapter 499B of the Code of Iowa for Idyllwild Condominiums.

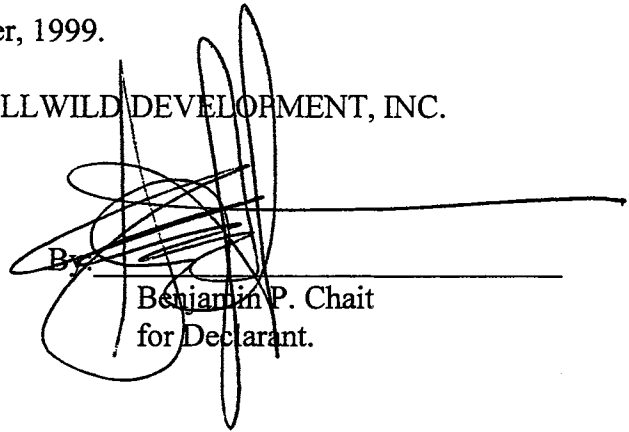
Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 12

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Attached hereto as Exhibits A-1 through A-5 are the plans of the lower level floor plan, the upper level floor plan, the loft/ roof plan, the front and back elevations and the left side and right side elevations of Building Type K, respectively. Building 12, which is Building Type K, is comprised of four units. The address of each unit in Building 12 is set forth on Exhibits A-1 through A-5.

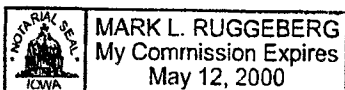
Dated this 24th day of November, 1999.

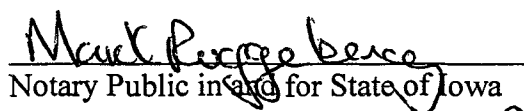
IDYLLWILD DEVELOPMENT, INC.

By 
Benjamin P. Chait
for Declarant.

STATE OF IOWA)
JOHNSON COUNTY) SS:

On this 24th day of November, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.




Notary Public in and for State of Iowa

000070

**ELEVENTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this ELEVENTH Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendments were adopted.

**Building Number, Building Type,
and Floor Plan for Each Unit Located Within
Building 16**

Attached hereto as Exhibits M-A1 through M-A3 are the plans of the floor plans, the front and back elevations and the left side and right side elevations of Building Type M, respectively. Building 16 is comprised of four units. The address of each unit in Building 16 is set forth on Exhibits M-A1 through M-A3.

**Building Number, Building Type,
and Floor Plan for Each Unit located Within
Building 17**

Attached hereto as Exhibits N-A1 through N-A5 are the plans of the lower level floor plans, the upper level floor plans, the front and back elevations and the left side and right side elevations of Building Type N, respectively. Building 17 is comprised of four units. The address of each unit in Building 17 is set forth on Exhibits N-A1 through N-A5.

Article II

Attached hereto as Exhibit B is Article II, items 1 and 2 to be substituted for Article II, items 1 and 2 of the original Declaration, recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office for Building M, N and future Buildings. In all other ways, the original Declaration as further amended remains the same.

000071

Dated this 24th day of November, 1999.

IDYLLWILD DEVELOPMENT, INC.

By: _____

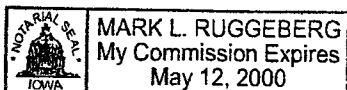
Benjamin R. Chait
for Declarant.

STATE OF IOWA)

) SS:

JOHNSON COUNTY)

On this 24th day of November, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Benjamin P. Chait, to me personally known, who being by me duly sworn, did say that he is President and Secretary of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Benjamin P. Chait as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.



Mark Ruggenberg
Notary Public in and for
State of Iowa

000072

Project Name:

**Idyllwild
Building 16
22-450 Chabehn Court
Idyllwild, Ca., 92540**

QUESTIONS

Idyllwild Development, Inc.
2748 E. Washington St.
Iowa City, Ia. 52240

product number:

Investigations:

Approved for: design documents

7/15/99

References

**Top to Bottom
Construction Co.**
Dave Glavin
2110 S. Washington St., Los Angeles
Mobile 378-2271, 1979

三

Chail Development Co.
 Incorporated about 1 month ago
 219 S. Washington St., Room 402, St. Louis
 574-3236, 574-3235 Fax 574-3236, 574-3235
 chaildevelopmentco@aol.com, www.chail.com

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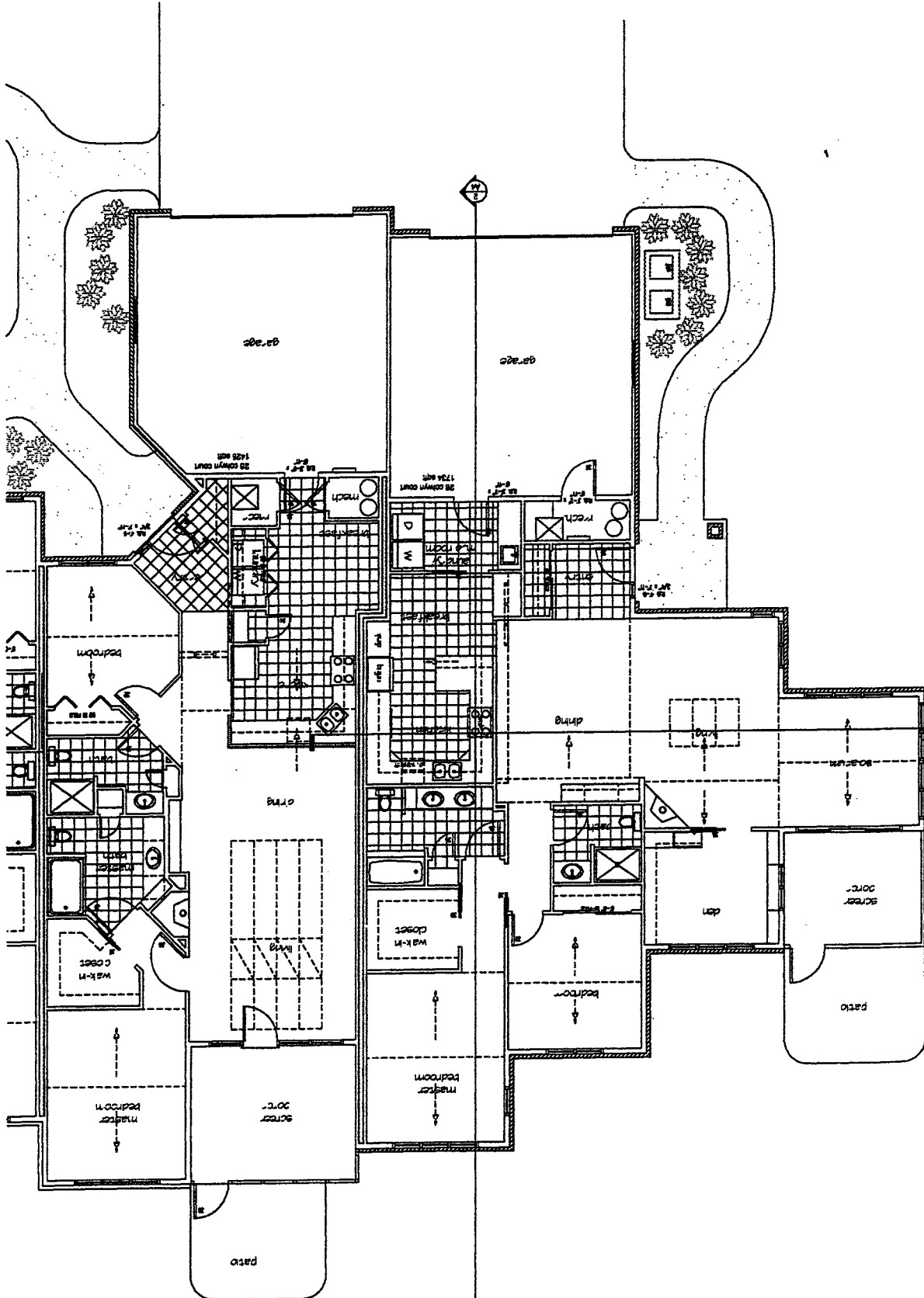
ST. LOUIS

**first floor plan-
east side**

Building type "M"
first floor plan - east side

M-A1

000073



000074

project name:
 Koyhild
 Building 16
 27 1/2 College Court
 New City, N. York

project owner:
 Koyhild Development, Inc.
 218 E. Washington St.
 New City, N. York

project number:

architect:

design firm:
 design documents
 issue date: 7/15/89

contractor:
 Top to Bottom
 Construction Co.
 New York
 1100 1st Avenue
 New York, N. York 10002

engineer:
 Chait Development Co.
 218 E. Washington St.
 New City, N. York

drawn by:
 checked by:
 dated 8/89
 first floor plan -
 west side

Building Type "M"
 first floor plan - west side



M-A2

project name:
lylfield
Building 16
22 24 College Court
New City, N.Y.

owner name:
lylfield Development, Inc.
214 E. Washington St.
New City, N.Y. 10959

project number:

architect:

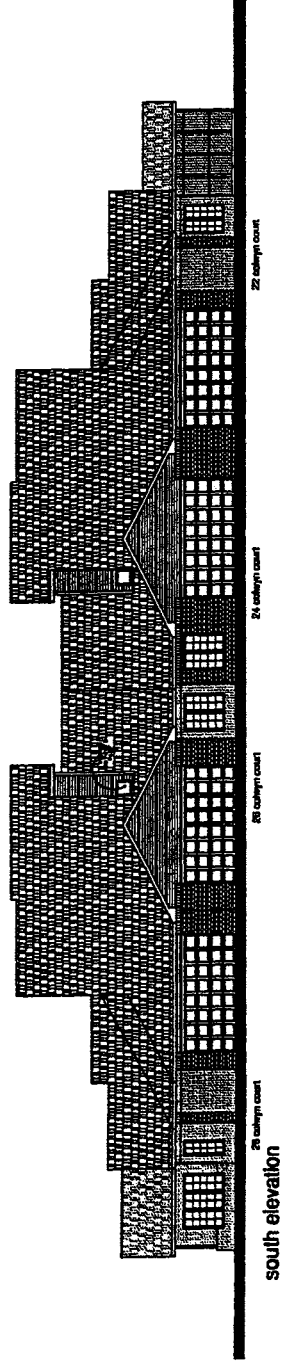
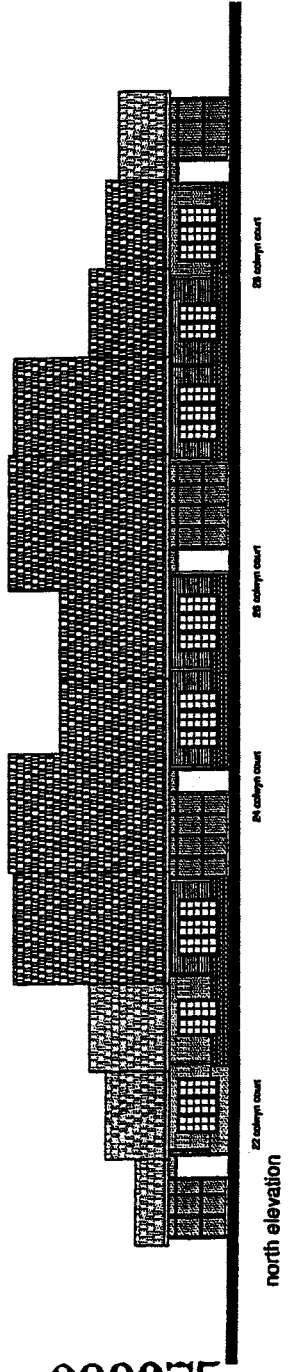
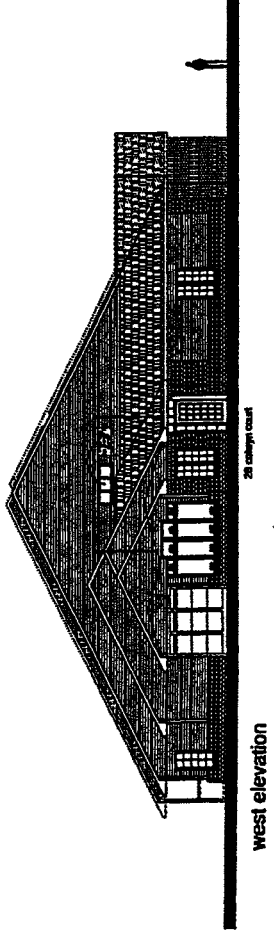
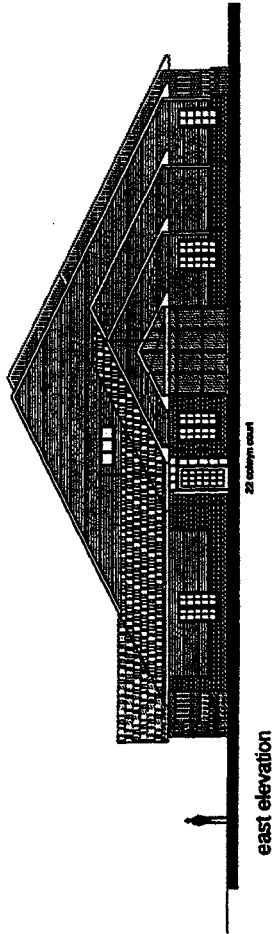
design firm:
design documents
date: 7/15/99

designer:
Trop to Borthon
Construction Co.
New York
100 W. 11th Street, New York, N.Y. 10011

designer:
Chad Development Co.
224 W. 11th Street, New York, N.Y. 10011
100 W. 11th Street, New York, N.Y. 10011

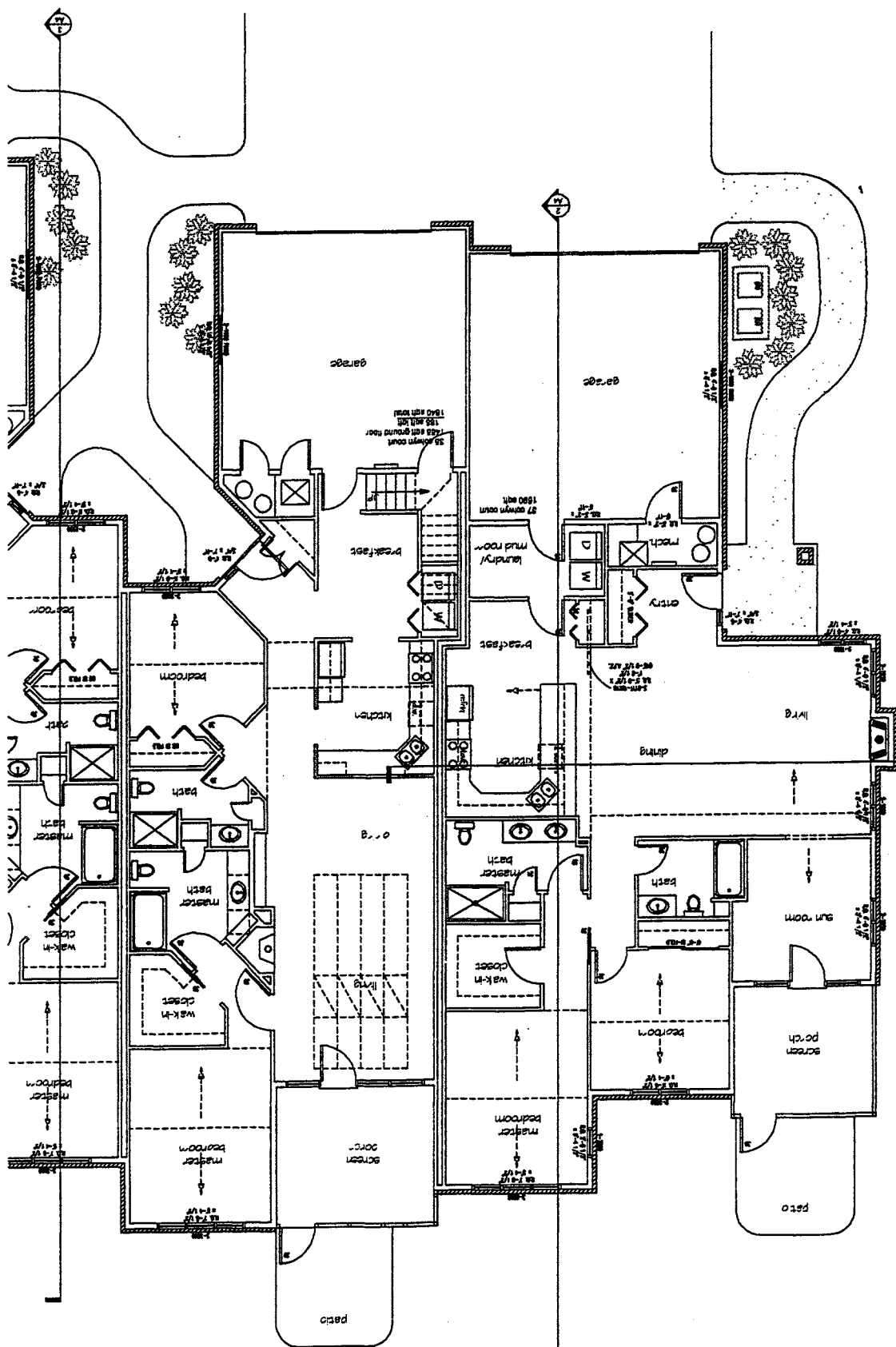
designer:
architect:
designer:
building elevations

design number:
M- A3



Building Type "M"

000075



000076



Building Type "N"
first floor plan - west side
0 2 4 6 8 10 12
scale: 1/8"=1'-0"

project name:
Hyfield
Building 17
21500 Hyfield Drive
Irvine, CA, 92614

project number:
Hyfield Development, Inc.
215 E. Washington St.
Irvine, CA, 92614

project number:
1102299

project number:
1102299

design architect:
Jeffrey P. Harkon
Construction Company
11000 E. Washington St.
Irvine, CA, 92614

design architect:
Jeffrey P. Harkon
Construction Company
11000 E. Washington St.
Irvine, CA, 92614

design architect:
Jeffrey P. Harkon
Construction Company
11000 E. Washington St.
Irvine, CA, 92614

design architect:
Jeffrey P. Harkon
Construction Company
11000 E. Washington St.
Irvine, CA, 92614

design architect:
Jeffrey P. Harkon
Construction Company
11000 E. Washington St.
Irvine, CA, 92614

design architect:
Jeffrey P. Harkon
Construction Company
11000 E. Washington St.
Irvine, CA, 92614

project name:
 ly/heid
 Building 17
 31-37 Calver Court
 East City, Va.

owner:
 ly/heid Development, Inc.
 214 E. Washington St.
 East City, Va. 22404

project number:
 000077

architect:
 rCompass design

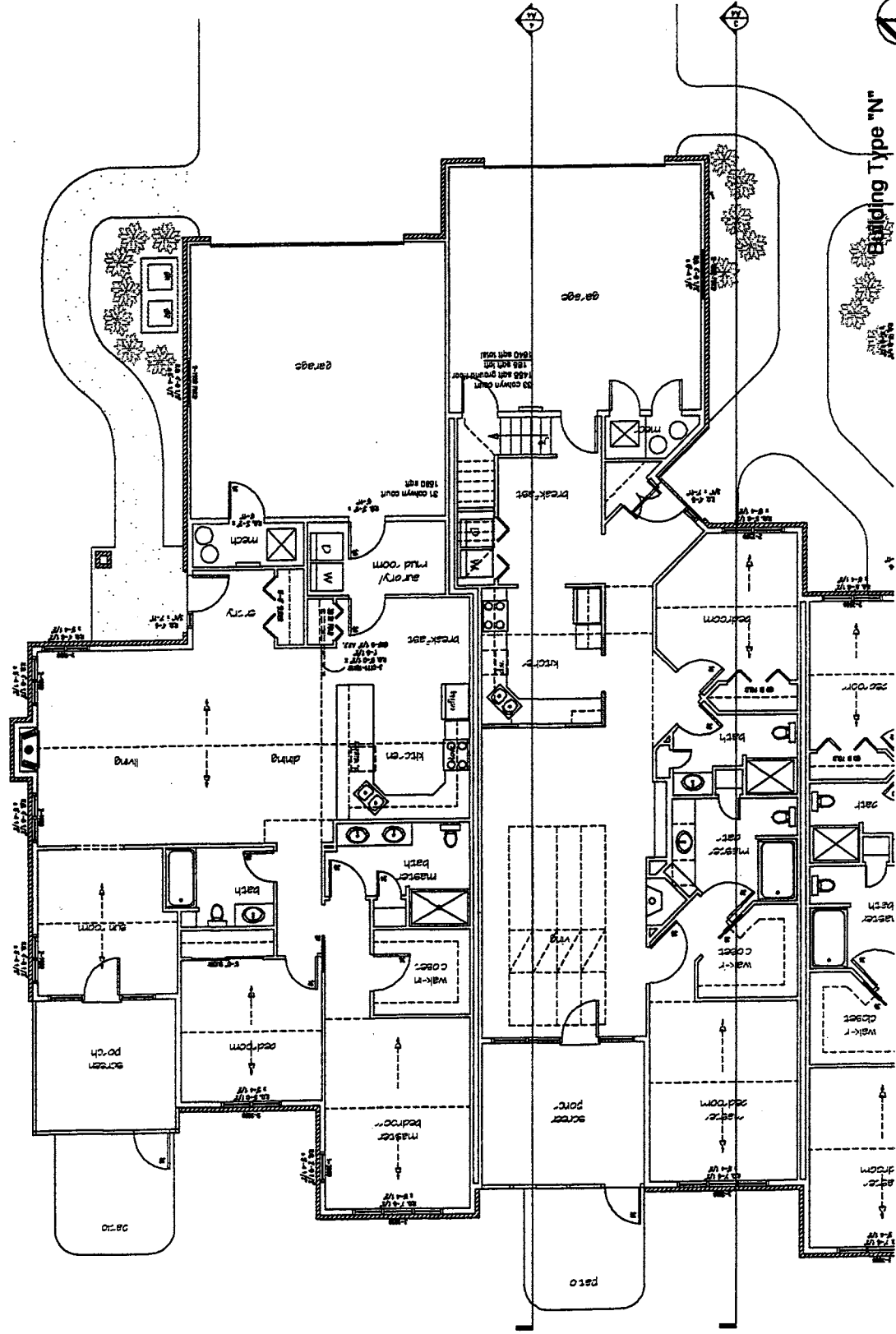
design documents:
 design date: 11/22/99

architect:
 Jeffrey P. Harrison
 Construction Company
 1111 West 10th St.
 East City, Va. 22404
 Tel: 800.527.7664 Fax: 800.527.7665

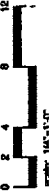
design:
 rCompass design
 1111 West 10th St.
 East City, Va. 22404
 Tel: 800.527.7664 Fax: 800.527.7665

sheet no.: 000
 sheet of: 000
 sheet title:
 first floor plan - east side

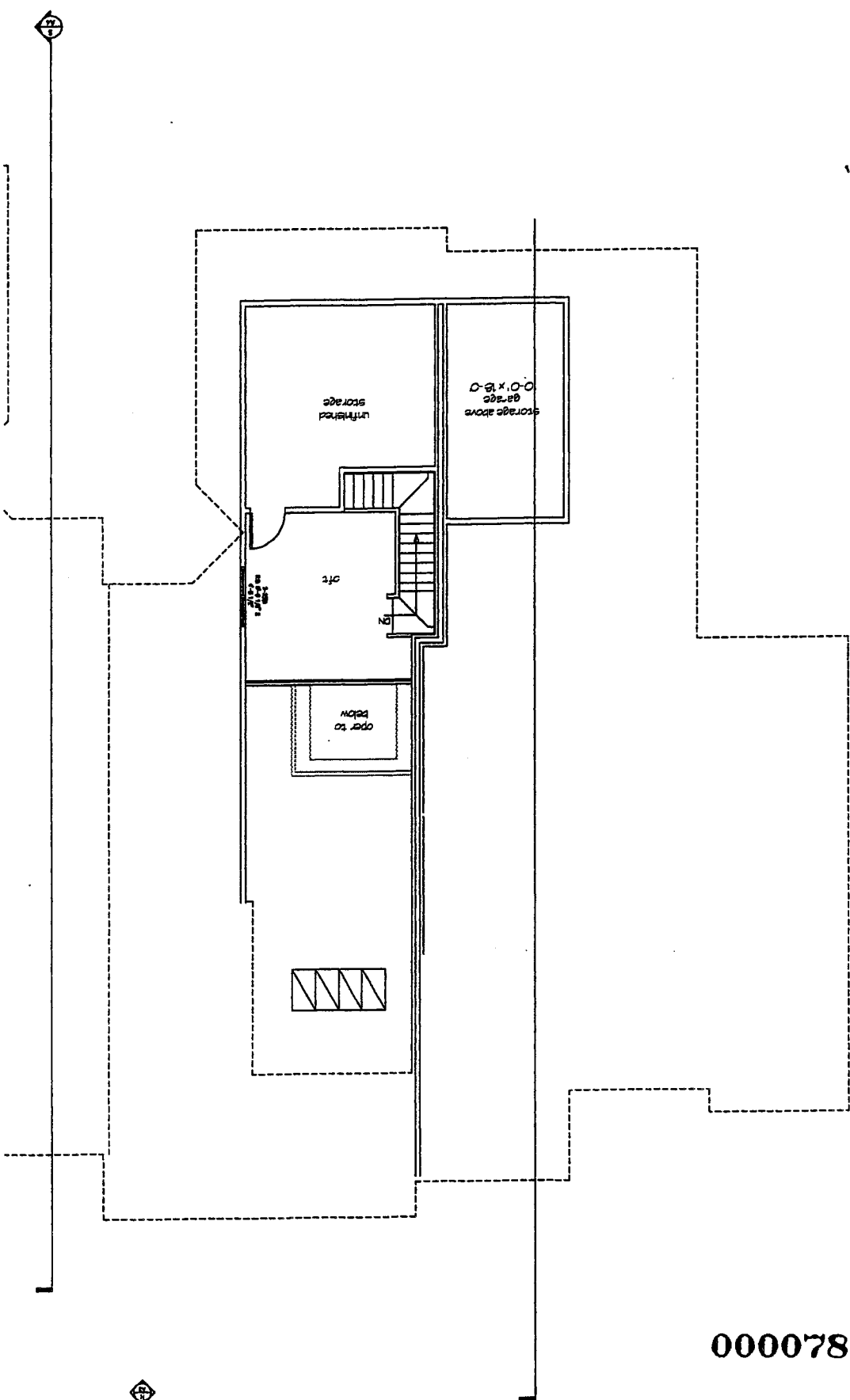
N- A2



Building Type "N"
 first floor plan - east side



000077



000078

project name:
 Myhill
 Building 17
 21st Street Court
 New York, NY

owner:
 Myhill Development, Inc.
 21st Street Court
 New York, NY 10003

project number:
 112299

architect:
 Compass Design

design documents:
 112299

designer:
 Jeffrey P. Harrison
 Compass Design
 21st Street Court
 New York, NY 10003

designer:
 Compass Design
 21st Street Court
 New York, NY 10003

drawn by:
 JPH

checked by:
 JPH

scale:
 1/4" = 1'-0"



Building Type "N"
 loft plan - west side
 scale: 1/4" = 1'-0"

project name:
 Myhillville
 Building 17
 31.57 County Court
 Boone City, Mo.

owner name:
 Myhillville Development, Inc.
 211 E. Main Street
 Boone City, Mo. 64601

project number:
 000079

architect:
 nCompass design

design date:
 design description:
 floor plan: 11/22/99

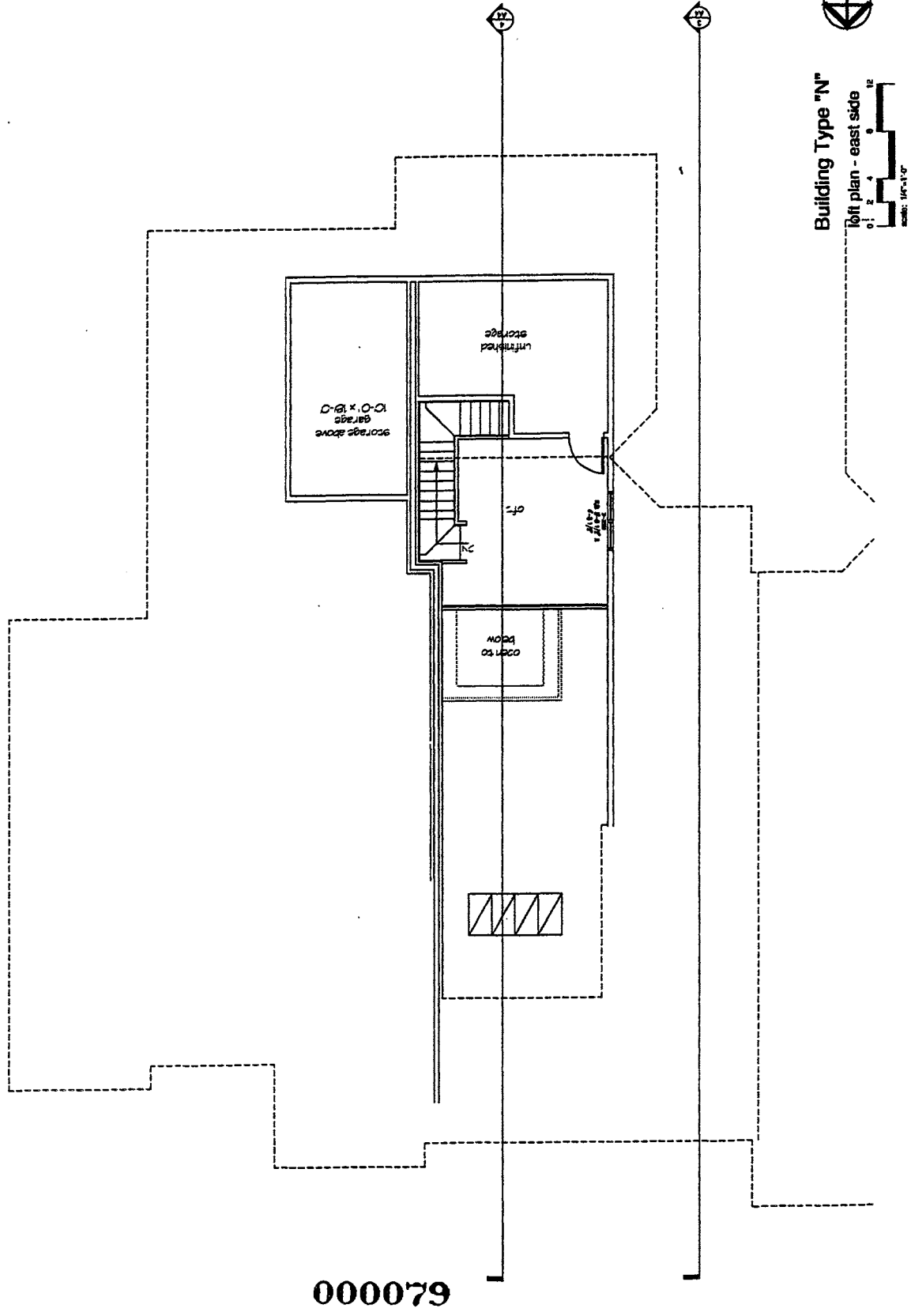
designer:
 Jeffrey P. Hanson
 Construction Company
 101 E. Main Street
 Boone City, Mo. 64601
 816-488-0073 fax 816-488-0074

notes:
 nCompass design
 1. This plan is for the
 2nd floor of the building.
 2. The building is located at
 31.57 County Court, Boone City,
 Missouri.

sheet title:
 sheet no.: 01

sheet title:
 left plan -
 east side

sheet number:
 N-A4



000079

080000



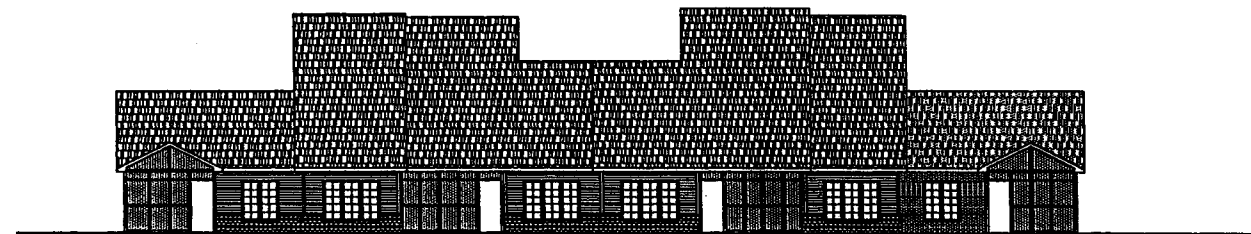
east elevation

31 colwyn circle



west elevation

37 colwyn circle



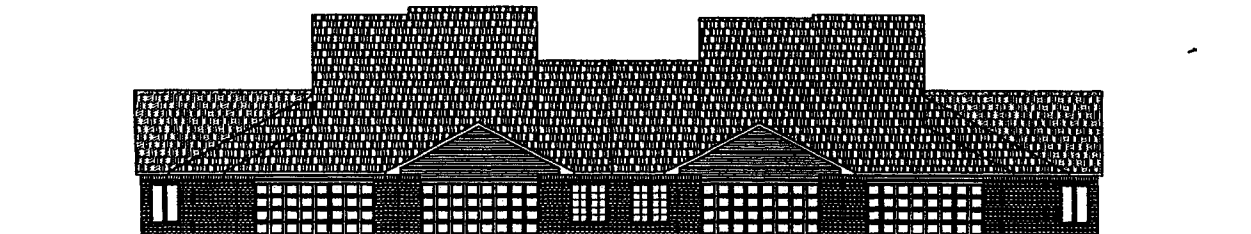
north elevation

31 colwyn circle

33 colwyn circle

35 colwyn circle

37 colwyn circle



south elevation

37 colwyn circle

35 colwyn circle

33 colwyn circle

31 colwyn circle

Building Type "N"



project name:

Idyllwild
Building 17
31-37 Colwyn Court
Iowa City, Ia.

project owner:

Idyllwild Development, Inc.
218 E. Washington St.
Iowa City, Ia. 52240

project number:

project date:

drawn for: design documents

draw date: 11/22/99

prepared by:

Jeffrey P. Harken
Conservation Company
911 Hayes Drive
Iowa City, Iowa 52243
319-435-4075 fax 319-435-4076

designed by:

nCompass design
architects llc | 1000 west 1st | iowa city, ia 52240
319-333-1232 fax 319-333-1233
ncompassdesign@ncompassdesign.com

drawn by: nrb

checked by:

sheet title:

building elevations

sheet number:

N - A5

ARTICLE II.

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this Regime is located on Foster Road in Iowa City, Johnson County, Iowa, and is legally described as follows:

Idyllwild Subdivision, Iowa City, Iowa.

2. **Description of Buildings.** The Condominium Regime will consist of twenty-six (26) Buildings, each of which contains four (4) dwelling Units. The Buildings shall be essentially the same, except that there are slightly different building designs for the Buildings located within the Regime. Each Building will be constructed to the following general specifications, depending upon which variation is constructed:

BUILDING DESIGN

Excavating and Grading: The contractor shall do all necessary excavating and grading for the construction of the Building. All surplus soil will be hauled away from site by the contractor and any additional fill needed is to be delivered to site by contractor. Grade level shall be mutually established by the contractor and engineer to allow for proper drainage.

Footings and Foundations: Shall be constructed as per plan with 8"x48" smooth concrete walls with 3 #4 rods horizontal on a 16"x8" concrete footing with 2 #4 rods continuous. Interior footings will be dug after all mechanical ground work is in, and poured with floor.

Concrete Flatwork:

Main Floor - 4" concrete with wire mesh on 4" compacted fill on .004 polyethylene vapor barrier.

Garage Floor - 4" concrete with wire mesh. Floor to slope toward overhead door opening.

Driveways - 4" concrete with wire mesh.

Patios, Stoops, and Porches - 4" concrete with #4 bars 2' on center.

Service Walks - 4" concrete, 4' wide typ.

Framing Lumber: Will be spruce or white wood for 2x4's and 2x6's with #2 or better fir for larger members. All exterior walls to be 2x6 construction. 2x4 construction on interior walls. Floor framing to be engineered with ¾ tongue and groove OSB board glued and nailed. Roof framing to be engineered roof trusses 24" on center with ½" OSB board sheathing, 15# felt and 235# four tab asphalt shingles. The peak will be capped with vent-a-ridge for attic ventilation.

Exterior walls sheathed 7/16" OSB board and wrapped with Tyvek air infiltration barrier or equal. Siding to be vinyl double 4" horizontal, with vinyl corners and windows

and door trim. Fascia and overhangs will be finished with aluminum. Remainder of exterior will be brick facing per plan using king, queen, or modular size brick.

Exterior Windows: High Performance Casements with screens and internal grilles as option. Wood jambs interior and aluminum clad exterior.

Exterior Doors: Metal insulated flush doors. Patio doors will be white clad with internal grilles.

Garage Doors: Wood grained white steel raised panel insulated overhead doors with openers and two remotes.

Insulation:

Sidewalls: R-19 6" friction fit batts

Ceiling: R-40 blown-in insulation in flat areas and R-40 batts in vaulted areas

Garage Walls: R-11 4" friction fit batts

Party Walls: 2 layers 3 1/2" with sound channel or 1/2" sound board.

Floor Trusses: 3 1/2" with sound channel or 1/2" sound board when applicable and 3/4" Gyp-Crete applied over sub floor or 1/2" Sound-A-Sote applied over sub floor when units are stacked.

Foundation: 2" rigid insulation

Drywall: 5/8" on ceilings, party walls, 1/2" on all other walls. ASTM C36 in thickness indicated, Type X, sag resistant in ceiling applications, tapered edges, light orange peel finish typical throughout walls and ceilings (exception: garage). Garage sheetrocked with 5/8" firecode and finish coated.

Interior Doors and Trim: Flush and bi-fold type with oak veneer with polished brass knobs. All bedrooms and bathrooms will have privacy locks. Casing and base to be oak colonial style molding. Oak railing will be of the traditional type.

Finished Flooring: An allowance will be provided to the owner for floor coverings throughout the house. If the cost of the floor covering exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all floor coverings and any necessary preparation or underlayment.

Closets: Standard closet shelving will be painted particle board. Entry closet will have one shelf and rod. Linens will have four shelves. Bedroom closets will have one shelf and rod. Shelf over washer and dryer. Master bedroom closet will have two shelves and rods where possible. Custom designed closet shelving provided as an extra cost to owner.

Cabinets and Vanities: An allowance will be provided to the owner for cabinets including kitchen and bath and for countertops. If the cost of cabinets and tops exceeds

the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all cabinets, vanities, and tops.

Bath Accessories (mirrors, paper holders, shower doors, and towel holders): An allowance will be provided to the owner for bath accessories throughout the house. If the cost of the bath accessories exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all bath accessories.

Painting/Staining: Two coats latex applied to walls and ceiling (white). Oak woodwork to be stained and sealed with 2 coats sealer. All metal doors finished with enamel. Garage walls to receive one coat of latex.

Heating and Air Conditioning: Forced air, high efficiency gas furnace with 12 seer central air conditioners with programmable thermostats.

Plumbing:

Kitchens: Elkay CR3322-4 stainless steel sink with Delta single handle control swing spout faucets, hose and spray attachments, strainers, supplies, and stops. Connections and installation of undercounter dishwasher. Insinkerator garbage disposal. Water line rough-in for refrigerator ice maker.

Half Baths: Aqua Glass 5' white fiberglass tub/shower modules with Delta single handle faucets. Delta single handle control centerset faucet. Gerber white toilets and seats.

Master Baths: Aqua Glass 48"x36" white fiberglass shower module with Delta single handle control faucets. Delta single handle control centerset faucet. Gerber white toilets and seats. White fiberglass whirlpool tub with two handle faucets.

Laundry Room: Provisions for washer and dryer.

Furnace Rooms: 50 gallon water heater. Plumbed for future soft water. Floor drain beside furnace, water meter set-ups.

Hose bib provided in garage and at patio where applicable.

These fixture specifications are for the type of fixture to be provided if shown on final plan.

Electrical: Install a 400 amp 120/240 volt five meterstack underground electrical service. Each unit to have its own 100 amp panel and meter. One for house.

Each Unit:

Wire per city code.

Wire each bedroom and living room for fan/lights

Wire for microwave hood.

220 and natural gas hook-ups for range and dryer.

Wire for dishwasher, garbage disposal, furnace, air conditioners.

Furnish and install fan/light in bathrooms.

Furnish and install smoke detectors per city code.
Weatherproof outlet on porch.
Wire one GFI outlet in garage.
Furnish and install porcelain light fixtures in garage.
Prewire T.V. outlets - 5 per unit.
Prewire telephone jacks - 5 per unit.
Install all light fixtures.
Recessed lighting - 5 per unit.

House/Common Areas:

Wire per city code.
Install all new light fixtures.

Electrical Fixtures: An allowance will be provided to the owner for light fixtures throughout the house. If the cost of the light fixtures exceeds the amount allowed, the difference will be paid by the owner. If the cost is less than the allowed amount, the difference will be credited or refunded. This allowance will include all light fixtures.

Common Area fixtures by contractor.

Fireplaces: 2 allowances will be provided to the owner. 1 for the fireplace and 1 for facing and mantle. If the cost of these exceeds the allowance, the difference will be paid by the owner. If the cost of these is less than the allowance the difference will be credited or refunded to the owner.

Appliances: An allowance will be provided to the owner for selection of kitchen appliances. The appliances include range, spacemaker microwave/hood, dishwasher, refrigerator. If the cost of the appliances exceeds the allowance, the difference will be paid by the owner. If the cost of the appliances is less than the allowance the difference will be credited or refunded to the owner.

Gutters: Seamless aluminum gutters and spouts.

Designer and/ or architect reserves the right to change product brands if the product or brand is equivalent by specifications.

**TWELFTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this TWELFTH Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendments were adopted.

**Building Number, Building Type,
And Floor Plan for Each Unit Located Within
Buildings 18, 20, 21, 24 and 25**

Attached hereto as Exhibits O-1 through O-4 are the plans of the front and rear elevations, left and right elevations, lower level floor plans, and the upper level floor plans of Building Type O, respectively.

	<u>Building Type</u>	<u>Floor Plans from Exhibit O – Pages 1-4</u>
<u>Building 18:</u>		
41 Colwyn Court	O	Unit D
43 Colwyn Court	O	Unit C
45 Colwyn Court	O	Unit B
47 Colwyn Court	O	Unit A
<u>Building 20:</u>		
22 Trevoise Place	O	Unit D
24 Trevoise Place	O	Unit C
26 Trevoise Place	O	Unit B
28 Trevoise Place	O	Unit A
<u>Building 21:</u>		
31 Trevoise Place	O	Unit D
33 Trevoise Place	O	Unit C
35 Trevoise Place	O	Unit B
37 Trevoise Place	O	Unit A

Building 24:

21 Newlin Circle	O	Unit D
23 Newlin Circle	O	Unit C
25 Newlin Circle	O	Unit B
27 Newlin Circle	O	Unit A

Building 25:

32 Newlin Circle	O	Unit D
34 Newlin Circle	O	Unit C
36 Newlin Circle	O	Unit B
38 Newlin Circle	O	Unit A

Article II

Attached hereto as Exhibit B is Article II, Items 1 and 2 to be substituted for Article II, Items 1 and 2 of the original Declaration, recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office for Building O and future buildings. In all other ways, the original Declaration as further amended remains the same.

Dated this 18th day of August, 2004.

IDYLLWILD DEVELOPMENT II, INC.

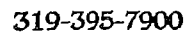
By: Philip J. Zell
Philip J. Zell for Declarant

STATE OF IOWA)
)
JOHNSON COUNTY) SS:

On this 18 day of August, 2004, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Philip J. Zell, to me personally known, who being by me duly sworn, did say that he is the President of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Philip J. Zell as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Mark Ruggenberg
Notary Public in and for State of Iowa

(319) 395-7900



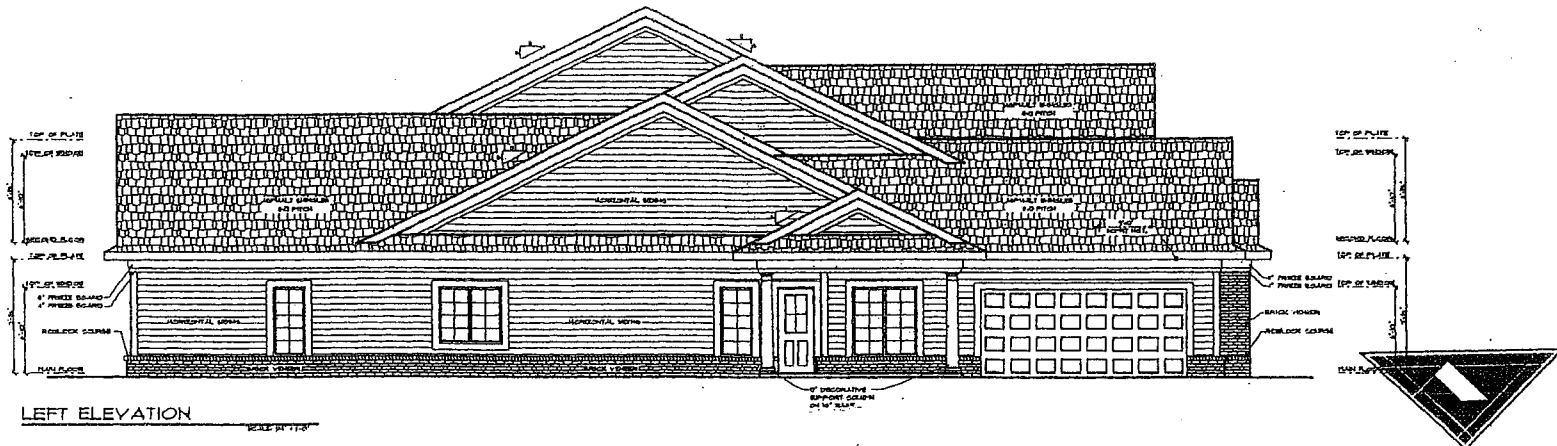
5. IN THE EVENT OF ANY DISCREPANCY BETWEEN PLANS, SPECIFICATIONS AND THE DETAILS, THE CONTRACTOR'S RESPONSIBILITY SHALL BE TO OBTAIN WRITTEN CORRECTIONS FROM THE ARCHITECT BEFORE PROCEEDING WITH THE WORK.

NOTES:
 1. THE OWNER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THE PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THE PERMITS.
 2. THE OWNER IS RESPONSIBLE FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THE PERMITS AND FOR THE ACCURACY OF THE INFORMATION PROVIDED IN THE PERMITS.
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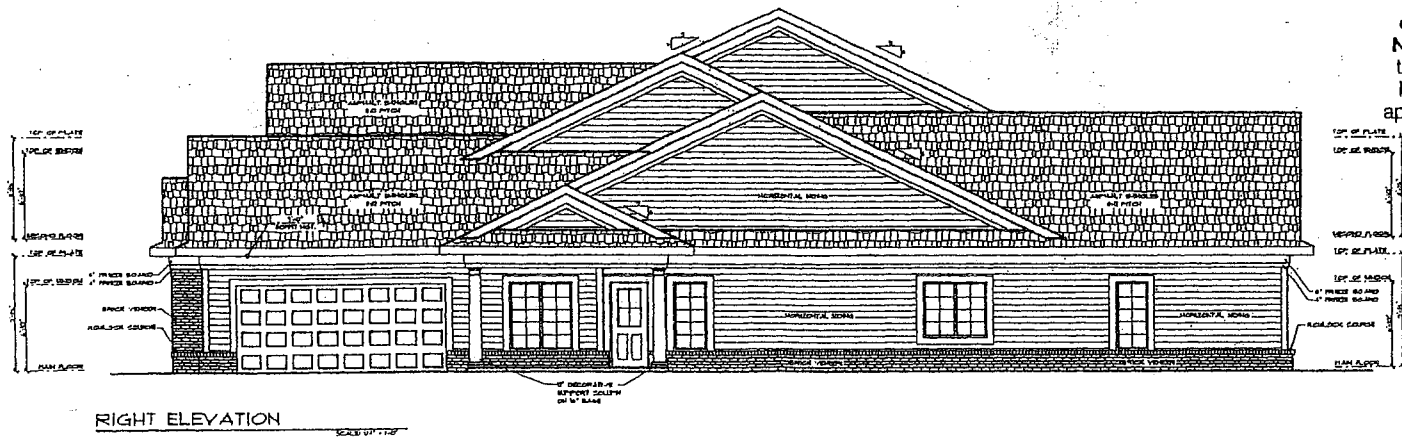
Building Type 0

ATMANN
 DESIGN INC.
 (319) 395-7900

WWW.ATMANNDESIGN.COM



LEFT ELEVATION



RIGHT ELEVATION

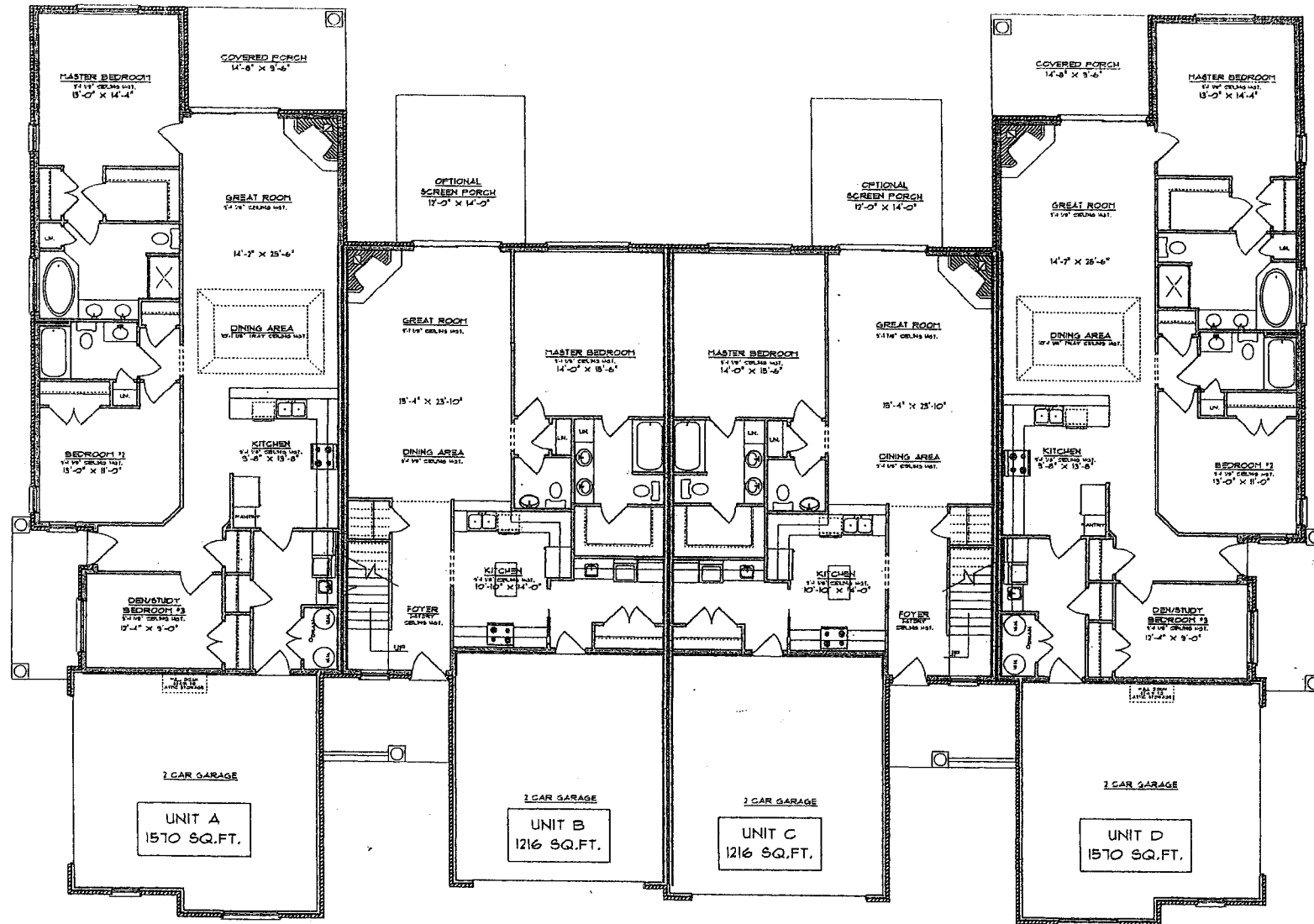
© COPYRIGHT
 ATMANN HOME PLANS, INC.
 This plan is
 copyrighted and may
 NOT be reproduced or
 traced in any manner.
 If this notice does not
 appear in RED, then this
 is an unlawful copy.
 319-395-7900

B & H BUILDERS
 4 PLEX

OWNER STY.	PL
CHECKED STY.	LI
FINAL RELEASE	1000
REVISIONS	
PL	1000
FOR NO. CHG	1000

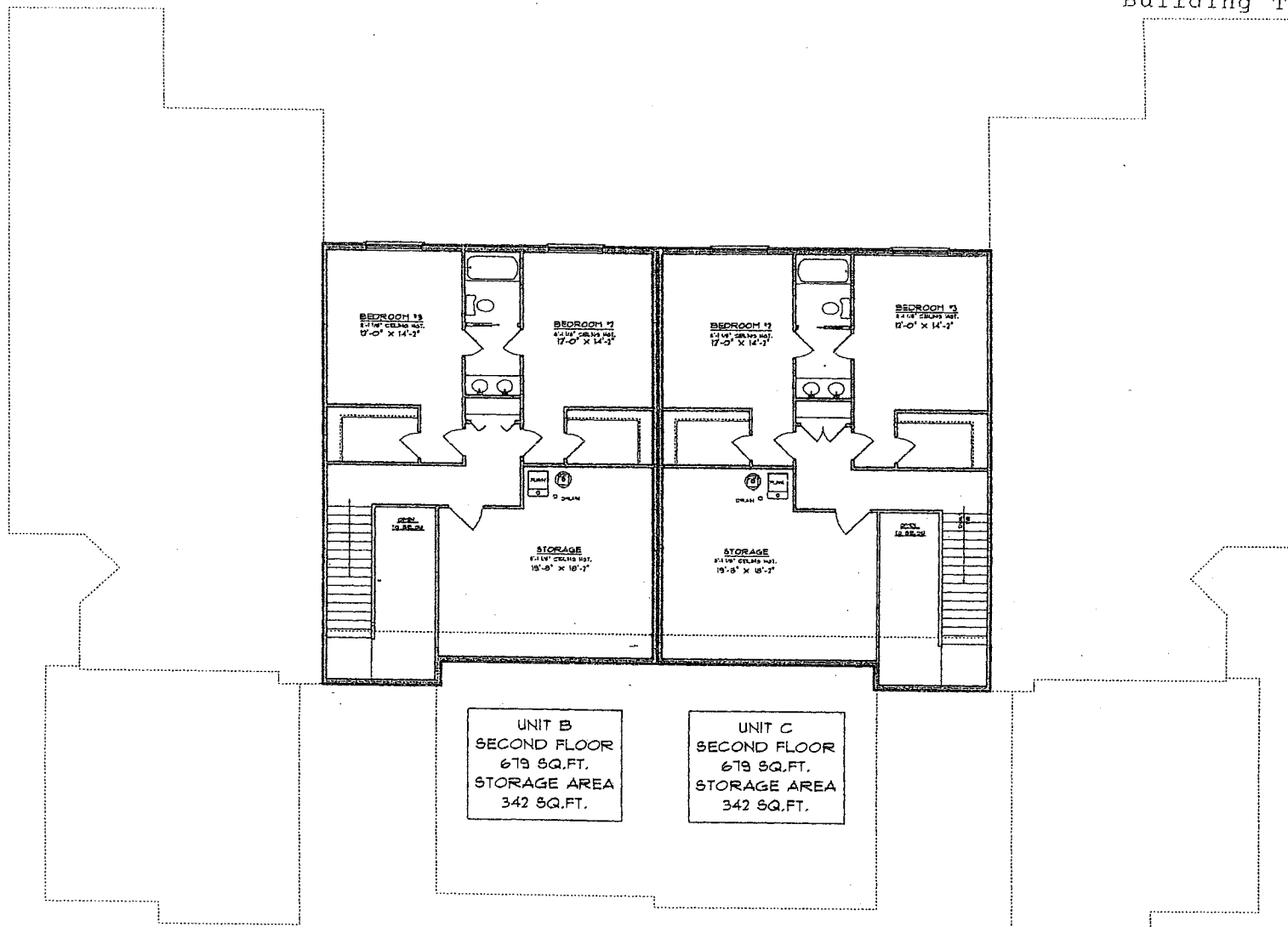
2

1. ALL RIGHTS OF ANY INVENTION OR DESIGN ARE RESERVED BY ATMANN HOME PLANS, INC. AND THE OWNER. NO PART OF THIS DOCUMENT OR ANY PART OF THE INFORMATION HEREIN MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, WITHOUT PERMISSION IN WRITING FROM ATMANN HOME PLANS, INC.



MAIN FLOOR

BH BUILDERS 103104-26
A-1-1-1-1



SECOND FLOOR

B4 BUILDERS *03104-76
2-FLX

ARTICLE II

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this Regime is located on Foster Road in Iowa City, Johnson County, Iowa, and is legally described as follows:

Idyllwild Subdivision, Iowa City, Iowa

2. **Description of Buildings.** The Condominium Regime will consist of twenty-six (26) Buildings, each of which contains four (4) dwelling units. The Buildings shall be essentially the same, except that there are slightly different building designs for the Buildings located within the Regime. Each Building will be constructed to the following general specifications, depending upon which variation is constructed:

BUILDING DESIGN

Excavating and Grading: The contractor shall do all necessary excavating and grading for the construction of the Building. All surplus soil will be hauled away from the site by the contractor and any additional fill needed is to be delivered to site by contractor. Grade level shall be mutually established by the contractor and engineer to allow for proper drainage.

Footings and Foundations: Shall be constructed as per plan with 8"x48" smooth concrete walls with three #4 rods horizontal on a 16"x8" concrete footing with two #4 rods continuous. Interior footings will be dug after all mechanical ground work is in and poured with floor.

Concrete Flatwork:

Main Floor – 4" concrete on 4" compacted fill on .004 polyethylene vapor barrier.

Garage Floor – 4" concrete to slope toward overhead door opening.

Driveway – 4" concrete

Patio, Stoop and Porch – 4" concrete with #4 bars 2' on center.

Service Walk – 4" concrete, 4' wide typically.

Framing Lumber:

Spruce or white wood for 2x4's and 2x6's with #2 or better fir for larger members. All exterior walls to be 2x6 construction with 2x4 construction on interior walls. Floor framing to be engineered with 3/4" tongue and groove OSB glued and nailed. Roof framing to be engineered roof trusses 24" on center with 1/2" OSB sheathing, 15# felt and asphalt shingles. The peak will be capped with a vent-a-ridge for attic ventilation.

Exterior walls sheathed with 1/2" sheathing and wrapped with Tyvek air infiltration barrier or equal. Siding to be vinyl double 4" horizontal, with vinyl corners and windows and door trim. Fascia and overhangs will be finished with aluminum. Remainder of exterior will be brick facing per plan using king, queen or modular brick.

Exterior Windows: Andersen casements with screens.

Laundry Room: Provisions for washer and dryer.

Furnace Room: 50 gallon water heater. Plumbed for future water softener. Floor drain beside furnace, water meter set-ups.

Hose bib provided in garage and at patio where applicable.

These fixture specifications are for type of fixture to be provided if shown on final plan.

Electrical: 400 amp 120/240 volt five meterstack underground electrical service. Each unit to have a 100 amp panel and meter, one for house.

Each unit:

Wire per City code

Wire each bedroom and living room for fan/lights.

Wire for microwave hood.

220 and natural gas hook-ups for range and dryer.

Wire for dishwasher, garbage disposal, furnace, air conditioners.

Furnish and install fan/light in bathrooms and smoke detectors per City code.

Weatherproof outlet on porch.

Wire one GFI outlet in garage.

Furnish and install porcelain light fixtures in garage.

Prewire cable outlets and telephone jacks.

Install all light fixtures and recessed lighting.

House/Common Areas:

Wire per City code

Install all new light fixtures.

Electrical Fixtures: An allowance will be provided to the owner for all light fixtures throughout the home. If the cost of the light fixtures exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded. Common area fixtures by contractor.

Fireplaces: An allowance will be provided to the owner for a fireplace in the home. This allowance includes the fireplace unit, surround, hearth and mantle. If the cost of the fireplace exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded.

Appliances: An allowance will be provided to the owner for all appliances (range, spacemaker microwave/hood, dishwasher and refrigerator) throughout the home. If the cost of the appliances exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded.

Gutters: Seamless aluminum gutters and spouts.

Designer and/or contractor reserves the right to change product brands if the product or brand is equivalent by specifications.

**THIRTEENTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to the Horizontal Property Regime pursuant to Chapter 499B of The Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office, and as further amended, the undersigned, the officer specifically delegated to execute this THIRTEENTH Amendment, pursuant to the terms of the Declaration referred to above, and the provisions of Chapter 499B of the Code of Iowa, hereby certifies that by a vote of a majority of all owners entitled to vote, the following amendments were adopted.

**Building Number, Building Type,
And Floor Plan for Each Unit Located Within
Buildings 5, 19, 22, 23, and 26**

Attached hereto as Exhibits P-1 through P-4 are the plans of the front and rear elevations, left and right elevations, lower level floor plans, and the upper level floor plans of Building Type P, respectively.

	<u>Building Type</u>	<u>Floor Plans from Exhibit P – Pages 1-4</u>
<u>Building 5:</u>		
12 Idyllwild Court	P	Unit D
14 Idyllwild Court	P	Unit C
16 Idyllwild Court	P	Unit B
18 Idyllwild Court	P	Unit A
<u>Building 19:</u>		
12 Trevoise Place	P	Unit D
14 Trevoise Place	P	Unit C
16 Trevoise Place	P	Unit B
18 Trevoise Place	P	Unit A
<u>Building 22:</u>		
41 Trevoise Place	P	Unit D
43 Trevoise Place	P	Unit C
45 Trevoise Place	P	Unit B
47 Trevoise Place	P	Unit A

Building 23:

11 Newlyn Circle	P	Unit D
13 Newlyn Circle	P	Unit C
15 Newlyn Circle	P	Unit B
17 Newlyn Circle	P	Unit A

Building 26:

42 Newlyn Circle	P	Unit D
44 Newlyn Circle	P	Unit C
46 Newlyn Circle	P	Unit B
48 Newlyn Circle	P	Unit A

Article II

Attached hereto as Exhibit B is Article II, Items 1 and 2 to be substituted for Article II, Items 1 and 2 of the original Declaration, recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's Office for Building P and future buildings. In all other ways, the original Declaration as further amended remains the same.

Dated this 14th day of February, 2005.

IDYLLWILD DEVELOPMENT II, INC.

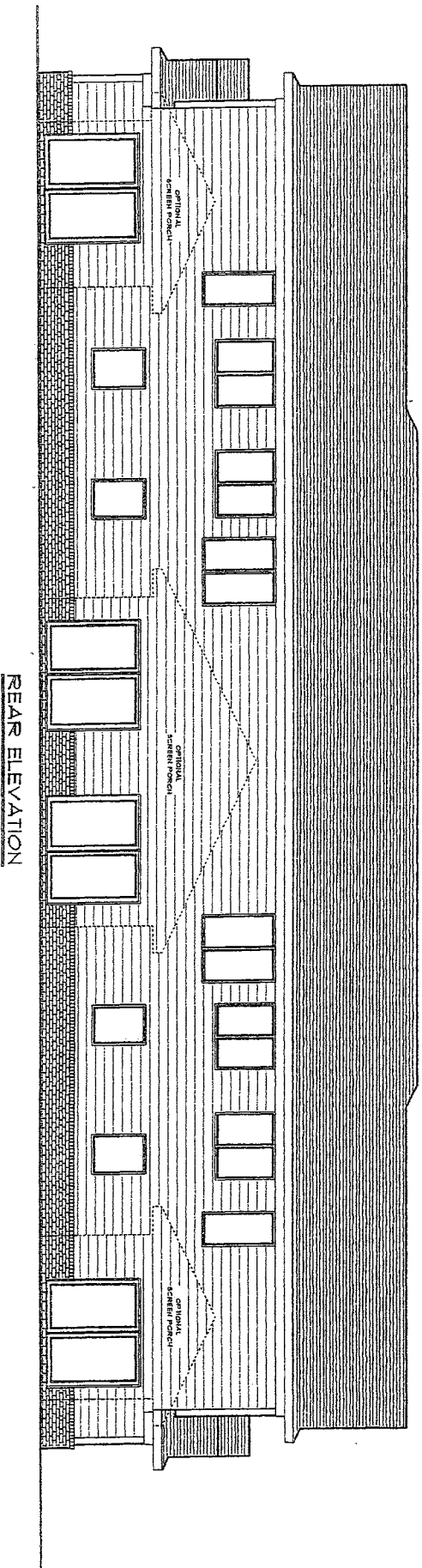
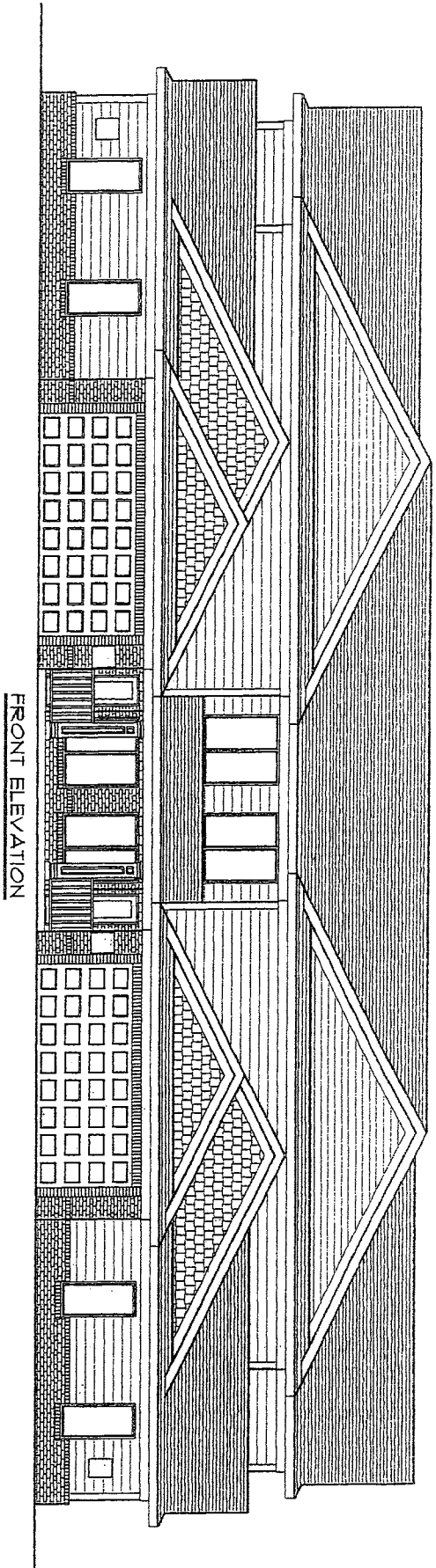
By: Philip J. Zell
Philip J. Zell for Declarant

STATE OF IOWA)
)
JOHNSON COUNTY) SS:

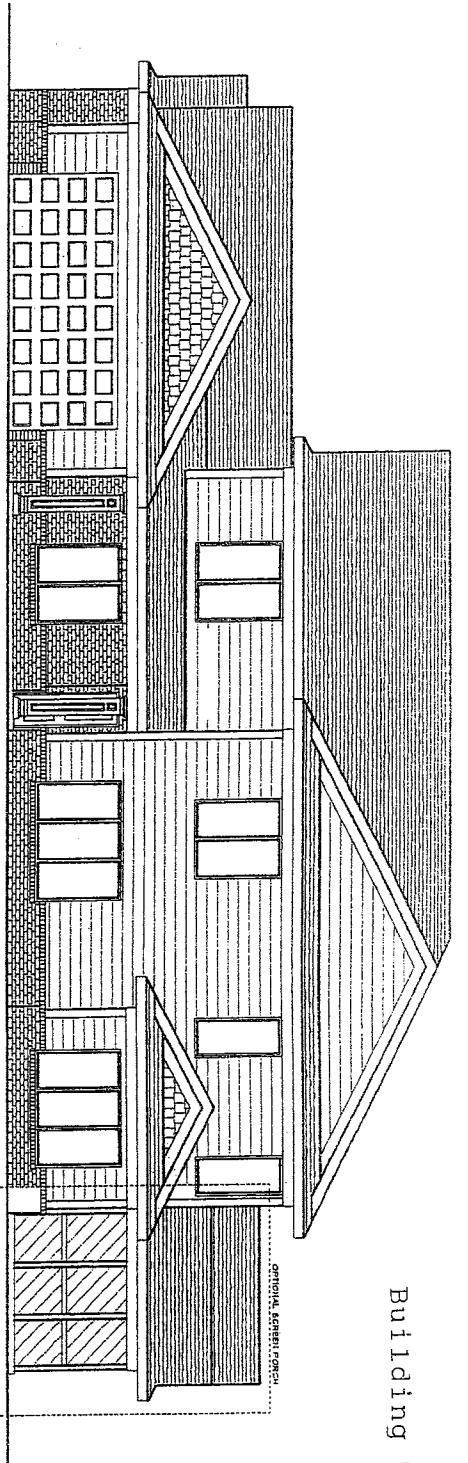
On this 14th day of February, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Philip J. Zell, to me personally known, who being by me duly sworn, did say that he is the President of the Corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Philip J. Zell as such officer, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Mark Roggebeek
Notary Public in and for State of Iowa

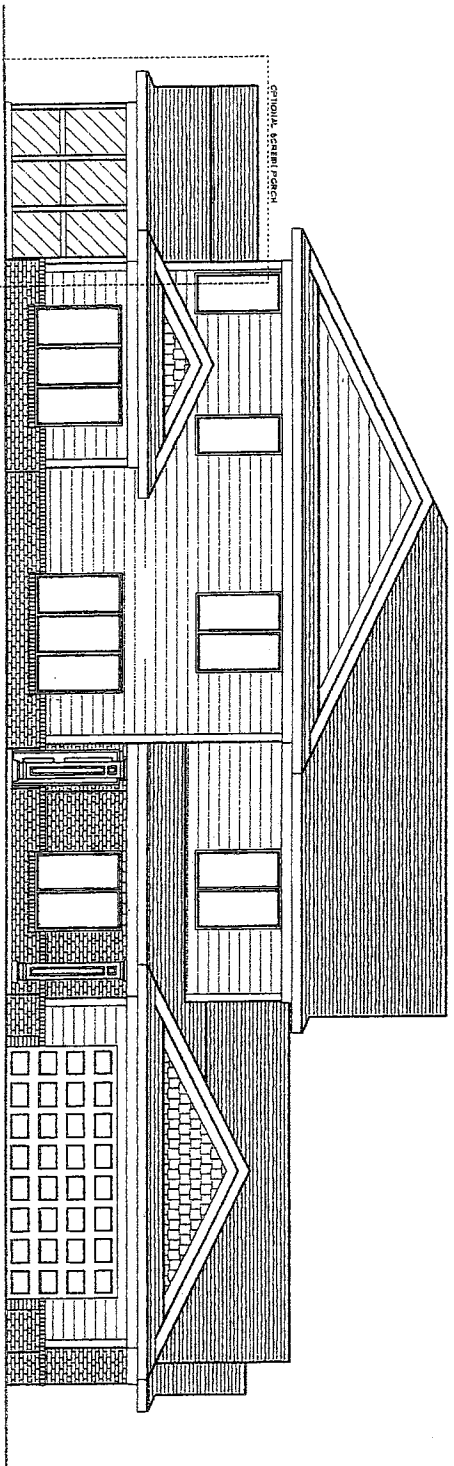
Building Type P



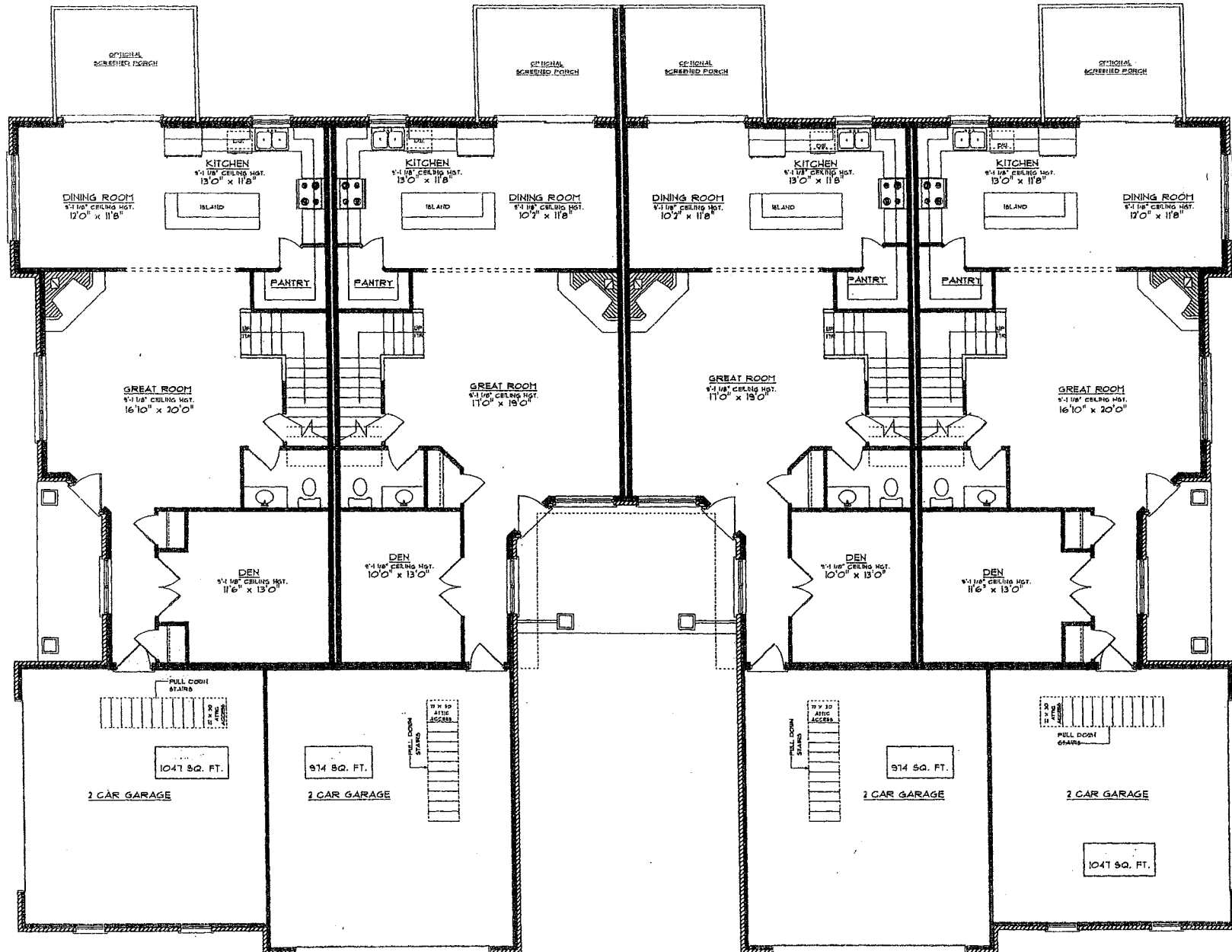
Building Type P



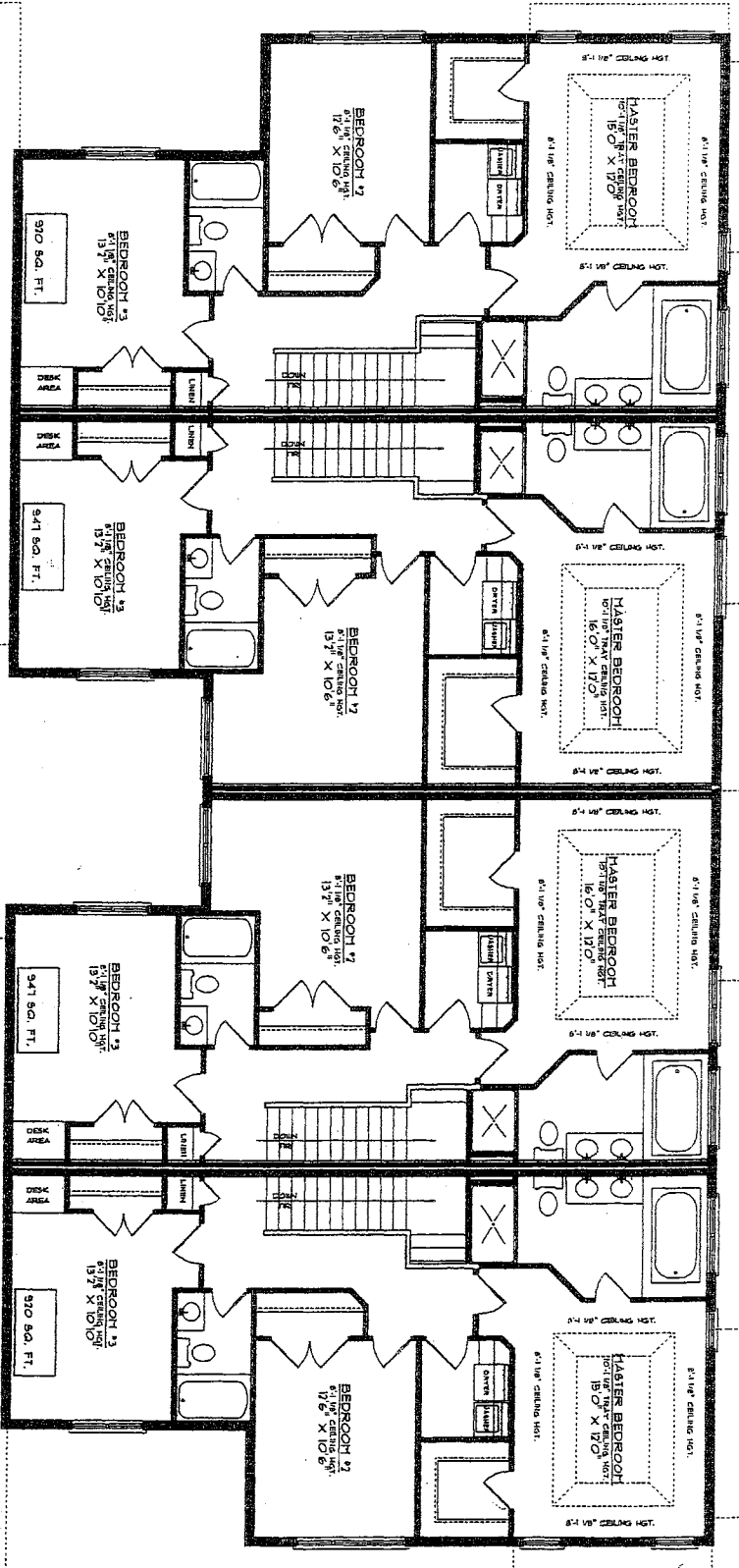
RIGHT ELEVATION



LEFT ELEVATION



MAIN FLOOR PLAN



SECOND FLOOR PLAN

ARTICLE II

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this Regime is located on Foster Road in Iowa City, Johnson County, Iowa, and is legally described as follows:

Idyllwild Subdivision, Iowa City, Iowa

2. **Description of Buildings.** The Condominium Regime will consist of twenty-six (26) Buildings, each of which contains four (4) dwelling units. The Buildings shall be essentially the same, except that there are slightly different building designs for the Buildings located within the Regime. Each Building will be constructed to the following general specifications, depending upon which variation is constructed:

BUILDING DESIGN

Excavating and Grading: The contractor shall do all necessary excavating and grading for the construction of the Building. All surplus soil will be hauled away from the site by the contractor and any additional fill needed is to be delivered to site by contractor. Grade level shall be mutually established by the contractor and engineer to allow for proper drainage.

Footings and Foundations: Shall be constructed as per plan with 8"x48" smooth concrete walls with three #4 rods horizontal on a 16"x8" concrete footing with two #4 rods continuous. Interior footings will be dug after all mechanical ground work is in and poured with floor.

Concrete Flatwork:

Main Floor – 4" concrete on 4" compacted fill on .004 polyethylene vapor barrier.
Garage Floor – 4" concrete to slope toward overhead door opening.
Driveway – 4" concrete
Patio, Stoop and Porch – 4" concrete with #4 bars 2' on center.
Service Walk – 4" concrete, 4' wide typically.

Framing Lumber:

Spruce or white wood for 2x4's and 2x6's with #2 or better fir for larger members. All exterior walls to be 2x6 construction with 2x4 construction on interior walls. Floor framing to be engineered with ¾" tongue and groove OSB glued and nailed. Roof framing to be engineered roof trusses 24" on center with ½" OSB sheathing, 15# felt and asphalt shingles. The peak will be capped with a vent-a-ridge for attic ventilation.

Exterior walls sheathed with ½" sheathing and wrapped with Tyvek air infiltration barrier or equal. Siding to be vinyl double 4" horizontal, with vinyl corners and windows and door trim. Fascia and overhangs will be finished with aluminum. Remainder of exterior will be brick facing per plan using king, queen or modular brick.

Exterior Windows: Andersen casements with screens.

Exterior Doors: Metal insulated flush. Patio doors will be white clad.

Garage Doors: Wood grained white steel raised panel insulated overhead doors with openers and two remotes.

Insulation:

Sidewalls: R19 6" friction fit batts.

Ceiling: R50 blown-in insulation in flat areas and R40 batts in vaulted areas.

Garage Walls: R11 4" friction fit batts.

Party Walls: Two layers 3 1/2" with R30 blow-in insulation.

Floor: 2" rigid insulation.

Drywall: 5/8" on ceilings and party walls, 1/2" on all others. ASTM C36 in thickness indicated, Type X, sag resistant in ceiling applications, tapered edges, light orange peel finish typical throughout walls and ceilings. Garage sheetrocked with 5/8" fire-code and finish coated.

Interior Doors and Trim: Six-panel hollow core Masonite interior doors. All bedrooms and bathrooms will have privacy locks. Casing and base to be paint grade colonial style molding.

Finished Flooring: An allowance will be provided to owner for all floor coverings, necessary preparation and/or underlayment throughout the home. If the cost of floor covering exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded.

Closets: Standard closet shelving will be painted particle board.

Cabinets and Vanities: An allowance will be provided to the owner for kitchen, bath and laundry cabinets and countertops throughout the home. If the cost of cabinets and countertops exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded.

Bath Accessories: An allowance will be provided to the owner for all mirrors, paper holders, shower doors and towel bars throughout the home. If the cost of bath accessories exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded.

Painting/Staining: Two coats latex applied to walls and ceiling. Painted woodwork to be primed and painted. All metal doors finished with enamel. Garage walls to receive one coat of latex.

HVAC: Forced air, high efficiency gas furnace with 12 seer central air conditioners with programmable thermostats or hydronic water heat with space pac air conditioners.

Plumbing:

Kitchen: Stainless steel sink with single handle control faucet with spray, strainers, garbage disposal, supplies and stops. Dishwasher hookup and rough-in line for ice maker included.

Baths: Fiberglass showers or tub/showers with single handle faucets. Single handle lavatory faucets and white toilets and seats. White soaking tub with two handle faucet.

Laundry Room: Provisions for washer and dryer.

Furnace Room: 50 gallon water heater. Plumbed for future water softener. Floor drain beside furnace, water meter set-ups.

Hose bib provided in garage and at patio where applicable.

These fixture specifications are for type of fixture to be provided if shown on final plan.

Electrical: 400 amp 120/240 volt five meterstack underground electrical service. Each unit to have a 100 amp panel and meter, one for house.

Each unit:

Wire per City code

Wire each bedroom and living room for fan/lights.

Wire for microwave hood.

220 and natural gas hook-ups for range and dryer.

Wire for dishwasher, garbage disposal, furnace, air conditioners.

Furnish and install fan/light in bathrooms and smoke detectors per City code.

Weatherproof outlet on porch.

Wire one GFI outlet in garage.

Furnish and install porcelain light fixtures in garage.

Prewire cable outlets and telephone jacks.

Install all light fixtures and recessed lighting.

House/Common Areas:

Wire per City code

Install all new light fixtures.

Electrical Fixtures: An allowance will be provided to the owner for all light fixtures throughout the home. If the cost of the light fixtures exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded. Common area fixtures by contractor.

Fireplaces: An allowance will be provided to the owner for a fireplace in the home. This allowance includes the fireplace unit, surround, hearth and mantle. If the cost of the fireplace exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded.

Appliances: An allowance will be provided to the owner for all appliances (range, spacemaker microwave/hood, dishwasher and refrigerator) throughout the home. If the cost of the appliances exceeds the allowed amount, the difference will be paid by owner. If the cost is less than the allowed amount, the difference will be credited or refunded.

Gutters: Seamless aluminum gutters and spouts.

Designer and/or contractor reserves the right to change product brands if the product or brand is equivalent by specifications.

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 Recorded: 03/09/2009 at 04:02:37 PM
 Fee Amt: \$17.00 Page 1 of 3
 Johnson County Iowa
 Kim Painter County Recorder
 BK **4405** PG **59-61**

Prepared by and Return to: C. Joseph Holland, P.O. Box 2820, Iowa City, IA 52244 (319)354-0331

AFFIDAVIT

STATE OF IOWA)
) ss:
 JOHNSON COUNTY)

I, Burghard Schoenfeld, Secretary of the Idyllwild Condominium Owners Association, certify that the attached Fourteenth Amendment to the Declaration was duly adopted at a meeting of the Association held on the 11th day of September, 2009. The Amendment was approved by a vote of more than 61% of the Owners of Units within Idyllwild Condominium represented in person or by proxy at that meeting.

Dated this 8th day of March, 2009.



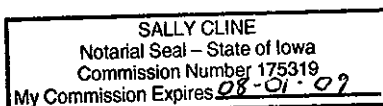
 Burghard Schoenfeld
 Secretary of Idyllwild Condominium
 Owners Association

Subscribed and sworn to before me by Burghard Schoenfeld this
8th day of March, 2009.

(Stamp or Seal)



 Notary Public in and for the State of
 Iowa



10-9-08

35829

**FOURTEENTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to Horizontal Property Regime Pursuant to Chapter 499B of the Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's office, and as further amended (the "*Declaration*"), the undersigned, the officer specifically delegated to execute this Fourteenth Amendment, pursuant to the Declaration and the Horizontal Property Act, hereby certifies that by vote of a majority of all owners entitled to vote, the following amendments were adopted:

Rental Amendment

Sections 2(a) and 2(b) of Article IX of the Declaration are hereby deleted and replaced with the following:

(a) A Unit may be used or occupied for single-family dwelling purposes only, except as otherwise permitted in Section 2(b).

(b) An Owner may lease his or her Unit only in accordance with the following terms:

(i) Until December 12, 2016, an Owner may lease his or her Unit to persons unrelated to the Owner only if the Owner has received, on or before December 12, 2009, a rental permit from the City of Iowa City to rent such Owner's Unit. The right to lease Units as provided in this Section 2(b)(i) is personal to the Owners of record as of December 12, 2009 and will not inure to any Owner that acquires title to his or her Unit after December 12, 2009, whether by voluntary transfer, foreclosure, or by operation of law. After December 12, 2016, an Owner may use his or her Unit solely as an owner-occupied, single-family residence.

(ii) It is understood that there may arise special circumstances such as temporary absences, leaves of absences, or extended illnesses the equities of which may justify temporary rental to persons unrelated to an Owner. Such exceptions must be approved by the Association on a case-by-case basis and the decision of the Association shall be final.

(iii) In addition any requirements provided in this Declaration or by law, a Unit Owner must meet the following conditions before leasing his or her Unit pursuant to Section 2(b)(i) or (2)(b)(ii):

(A) all sums due to the Association by way of assessment of any kind or other charge, whether evidenced by recorded liens or not, must be currently paid and not delinquent; and

(B) the lease is in writing and a copy thereof is filed with the Association before to possession by the tenant.

(iv) No lease will relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the condominium documents.

(v) The Association may adopt and impose reasonable rules and regulations on the use and occupancy of the Units by tenants. The Owners agree to abide by and enforce such rules and regulations and agree that the Association may enforce such rules and regulations on their behalf, without notice to such Owner.

The term "lease" as used herein includes any form of occupancy, whether technically a lease or tenancy and whether for consideration or not. If an Owner breaches or otherwise violates these rental restrictions, the Association may take whatever judicial action is required to enforce the provisions of this section, and will be entitled to reimbursement from the Owner for the attorneys' fees and costs for doing so.

Credit for Owner Maintenance and Repair

Section 2(a) of Article VIII of the Declaration is hereby deleted and replaced with the following:

(a) The Association shall maintain all Common Elements, whether Limited or General, and shall make assessments therefor as a common expense, except where maintenance has been specifically made the responsibility of each Unit by the condominium documents or by law. For damages incurred as a result of the Flood of 2008, the Association may permit a Unit Owner to perform any repairs or maintenance on any Common Elements associated with such Owner's Unit, whether Limited or General. The Association may issue to such Owner a credit against any future assessments in an amount determined by the Association that approximates the reasonable estimate of the costs incurred by the Owner for any maintenance or repair of such Common Elements permitted by the Association. The decision of the Association with respect to the determination of the credit will be final and binding on all parties involved. Any additional actual expense of the Unit Owner in performing such maintenance or repairs will be the sole responsibility of such Unit Owner and will not constitute a common expense.

Doc ID: 025337960002 Type: GEN
 Kind: CONDOMINIUM AMEND
 Recorded: 05/21/2014 at 01:13:01 PM
 Fee Amt: \$12.00 Page 1 of 2
 Johnson County Iowa
 Kim Painter County Recorder
 BK **5232** PG **431-432**

Prepared by and Return to: C. Joseph Holland, P.O. Box 2820, Iowa City, IA 52244 (319)354-0331

AFFIDAVIT

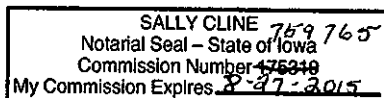
STATE OF IOWA)
) ss:
 JOHNSON COUNTY)

I, Layton Olson, Secretary of the Idyllwild Condominium Owners Association, certify that the attached Fifteenth Amendment to the Declaration was duly adopted at a meeting of the Association held on the 15th day of May, 2014. The Amendment was approved by a vote of more than 61% of the Owners of Units within Idyllwild Condominium.

Dated this 19th day of May, 2014.


 Layton Olson
 Secretary of Idyllwild Condominium
 Owners Association

Subscribed and sworn to before me by Layton Olson this 19th
 day of May, 2014.




 Notary Public in and for the State of
 Iowa

FIFTEENTH AMENDMENT

**TO
DECLARATION OF SUBMISSION TO HORIZONTAL REGIME**

This Fifteenth Amendment to Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed upon the date set out below, by The Idyllwild Condominiums Owners Association, acting on behalf of the Owners.

WHEREAS, the Declaration of Submission to Horizontal Property Regime for Idyllwild Condominiums was recorded March 25, 1993 in Book 1516, commencing at pages 68 in the records of the Recorder of Johnson County, Iowa;

WHEREAS, a Fourteenth Amendment to the Declaration, duly adopted by the Owners on September 11, 2008, allowed for rental of condominium units to non-Owner occupants during a period from the date of adoption of that Amendment through December 12, 2016; and,

WHEREAS, the Owners desire to ensure that sales of Condominium Units by real estate contract are truly sales and not disguised leases extended past the date upon which rental to non-Owner occupants is allowed;

THEREFORE, the Declaration is amended by adding the following provisions to Article IX(1)(b) of the Declaration:

No person purporting to acquire ownership of a Unit by real estate contract shall be recognized by the Association as an Owner unless the following terms and conditions are satisfied:

- (i) the real estate contract is in writing and has been lawfully recorded in the records of the Recorder of Johnson County, Iowa; and,**
- (ii) if the term of the contract is twelve months or less (full payment and delivery of deed in satisfaction of the contract) the due date of contract is extended no more than once by a written modification or extension filed with the Johnson County Recorder.**

Any short term contract, as described in (II) above, if extended more than twice shall be deemed a lease and in violation of the Fourteenth Amendment.

The Association may take appropriate actions, including judicial action to enforce the terms of Article IX(2)(a)&(b) if these conditions are not satisfied.

Doc ID: 027497400003 Type: GEN
 Kind: CONDOMINIUM AMEND
 Recorded: 09/18/2019 at 11:42:16 AM
 Fee Amt: \$17.00 Page 1 of 3
 Johnson County Iowa
 Kim Painter County Recorder

BK 5958 PG 836-838

PREPARED BY/RETURN TO: KYLE VOGEL, 573 Southgate Ave. Iowa City 52240
 319-338-6288
~~NINETEENTH~~ AMENDMENT TO
 SIXTEENTH

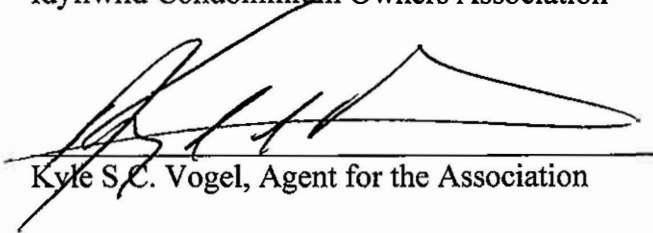
**DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
 PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
 FOR
 IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to Horizontal Property Regime Pursuant to Chapter 499B of the Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's office, and as further amended (the "Declaration"), the undersigned, the officer specifically delegated to execute this ~~Nineteenth~~ ^{Sixteenth} Amendment, pursuant to the Declaration and the Horizontal Property Act, hereby certifies that by vote of a majority of all owners entitled to vote, the following amendments were adopted:

Exhibit F of the original Declaration of Submission, Book 1516, pages 123-124 is to be struck and replaced by the attached exhibit F – "Restated and Amended Rules and Regulations for Idyllwild Condominium Owners Association".

Dated this 17th day of September, 2019.

Idyllwild Condominium Owners Association


 Kyle S.C. Vogel, Agent for the Association

STATE OF IOWA)
) SS:
 JOHNSON COUNTY)

On this 17th day of September 2019, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Kyle S.C. Vogel, to me personally known, who being by me duly sworn, did say that he is the Managing Agent of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Managing Agent, as such authorized by the Board of Directors, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.



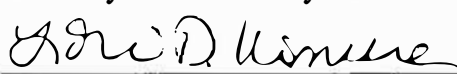

 Notary Public in and for the State of Iowa.

EXHIBIT "F"

RESTATED AND AMENDED RULES AND REGULATIONS
FOR
IDYLLWILD CONDOMINIUM OWNERS ASSOCIATION

Vehicles and Parking:

1. Vehicles of any kind must be parked only in the areas provided for that purpose, and shall not be parked in such a manner as to impede or prevent ready access to any entrance or exit from any building by another vehicle. Boats, trailers and RVs may not be parked in the development. There is NO PARKING on the streets of Idyllwild. This is a City of Iowa City requirement; the private streets are too narrow for an emergency vehicle to pass.
2. Guest parking areas are reserved for guests, and are not to be used for the use of storing additional vehicles of owners. Violators will be towed/ticketed at the owner's expense
3. The speed limit on Idyllwild streets is 15 MPH. Drivers must drive on proper side of the road.
4. No semis are allowed in Idyllwild. The private streets do not allow room for a vehicle of that size to maneuver inside the complex.
5. No Moving Vans/Pods in driveway over 2 day without prior approval by the Board.

Common Areas:

1. All Common Areas must be kept free of materials of any kind, and may not be used for storage of bikes, garbage cans, or other items. Extraneous outdoor equipment (such as sandboxes, playground equipment, basketball hoops, etc.) is not allowed unless specifically approved by the Association Board of Directors.

Buildings, Maintenance and Garbage:

1. Nothing can be altered, constructed or removed from the Buildings or Grounds without written consent from the Board of Directors. This includes gardens and other plantings, painting or other alterations to the Building such as porches and decks.
2. Garbage pickup and recycling pickup is Tuesday morning between 6:00 AM and 7:00AM. Bagged garbage must be secured in a garbage receptacle (the Board of Directors suggests a square or rectangle bin as round bins have a tendency to blow away). Items to be recycled must be placed in bins provided by the waste hauler. Cardboard must be broken down and if too large for recycling bin, placed under the bin. No glass is recycled. You are allowed to have trash cans and recycling bins set out the night before pickup, then returned into your unit's garage; do not leave outside of your unit. The trash and recycling must be placed on the main street for pickup, do not leave it in front of garage door if you are not on the main street.

3. Permanent outside light fixtures attached to the buildings are required to have regular white light bulbs, no colored lightbulbs are allowed.
4. Christmas or other holiday decorations are allowed 30 days prior to and 30 days following the holiday.

Satellite Dishes:

1. No radio or television antenna or satellite dish or any wiring for any purpose may be installed on the exterior of a Building without written consent of the Board of Directors.
2. Satellite Dishes not being used must be removed at the owner's expense and roof repairs made as required.

Pets:

1. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the Common Elements, except that a dog, cat or other household pet, not to exceed 30 pounds in weight, may be kept in a Unit, provided that it is not kept, bred, or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon (3) days written notice from the Board of Directors of the Association. No unit shall house more than one pet, except as approved by the Board of Directors. Service or companion animals are exempt from the weight requirements with documentation. All pets must be registered with the Board of Directors of Idyllwild.
2. Any owner keeping a pet shall immediately clean and remove waste and messes created by said pet. Further, no unleashed pets whatsoever shall be allowed upon the grounds, both limited and common areas.
3. Animals may not be tethered in any of the common areas.

Be a Good Neighbor:

1. No owner shall make or permit any disturbing noises or odors in the building, or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other owners. No owner shall play, operate or permit to be operated an Ipod, radio, television, phonograph or other loudspeaker between the hours of 10:00 PM to the following 6:00 AM, if the same disturb or annoy other occupants of the building.
2. Each owner shall keep his/her unit in a good state of presentation and cleanliness. Each unit owner will keep the areas in the immediate vicinity of his/her unit clear of all trash, paper, cigarette butts and debris.

Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the Association.

These Rules and Regulations may be amended, modified or altered only as provided in the By-Laws of Idyllwild Condominium Owners Association.

Prepared by/return to: Kyle S.C. Vogel
Keystone Property Management Company Inc.
160 Southgate Avenue, Suite D, Iowa City, IA,
52240
(319) 338-6288 / kvogel@keystoneproperty.net

**SEVENTEENTH AMENDMENT TO
DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
IDYLLWILD CONDOMINIUMS**

Pursuant to the provisions of Article XII of the Declaration of Submission of Property to Horizontal Property Regime Pursuant to Chapter 499B of the Code of Iowa for Idyllwild Condominiums, as recorded in Book 1516, Page 68, in the Records of the Johnson County Recorder's office, and as further amended (the "*Declaration*"), the undersigned, the officer specifically delegated to execute this Seventeenth Amendment, pursuant to the Declaration and the Horizontal Property Act, hereby certifies that by vote of a majority of all owners entitled to vote, the following amendments were adopted:

Exhibit F of the amended Declaration of Submission, Book 5958, pages 836-838 is to be struck and replaced by the attached exhibit F – "Restated and Amended Rules and Regulations for Idyllwild Condominium Owners Association".

Dated this 7th day of July, 2020.

Idyllwild Condominium Owners Association

Eugene F. Fisher, Agent for the Association

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 7th day of July 2020, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Eugene F. Fisher, to me personally known, who being by me duly sworn, did say that he is the Managing Agent of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Managing Agent, as such authorized by the Board of Directors, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.

Notary Public in and for the State of Iowa.

Exhibit "F"

RESTATED AND AMENDED RULES AND REGULATIONS FOR IDYLLWILD CONDOMINIUM OWNERS ASSOCIATION

As adopted by the Members of the Association on June 20, 2020

The following rules and regulations, having been adopted by the Idyllwild Condominiums Owners Association pursuant to Section VIII Item 4 of the By-Laws, shall be binding on the unit owners of Idyllwild Condominiums until modified or amended by the Board of Directors of Idyllwild Condominiums Owners Association as provided in the Declaration for Idyllwild Condominiums. The following rules and regulations are *in addition to* provisions contained in the Horizontal Property Act, the Articles of Incorporation, the Bylaws of the Association, and the Declaration.

BE A GOOD NEIGHBOR

1. No owner shall make or permit any disturbing noises or odors in the building, or do or permit anything to be done therein which will interfere with the rights, comforts or conveniences of other owners. No owner shall play, operate or permit to be operated an Ipod, radio, television, phonograph or other loud speaker between the hours of 10:00 PM to the following 7:00 AM, if the same disturb or annoy other occupants of the building.
2. Each owner shall keep his/her unit in a good state of presentation and cleanliness. Each unit owner will keep the areas in the immediate vicinity of his/her unit clear of all trash, paper, cigarette butts and other debris.
3. No owner shall feed the deer or other wild life or encourage their presence in the development due to the damage they cause. Bird feeders are allowed only if they are ground-level (not on a second-level deck) and situated within an owner's limited common area, which is defined as the area used exclusively by an owner such as entry area and patio.
4. Updated contact information including phone numbers, email addresses and vehicle information must be registered with the Management Company at all times.
5. The internet portal site should be used for association business only.

COMMON AREAS

1. All Common Areas must be kept free of materials of any kind, and may not be used for storage of bikes, garbage cans, signs or other items. Signs are allowed in an owner's window. One realtor sign is allowed per any for-sale unit. Declarant signage is addressed in Article 6 of the Declaration. Extraneous outdoor equipment (such as sandboxes, playground equipment, basketball hoops, etc.) is not allowed unless specifically approved by the Association Board of Directors.
2. Limited Christmas or other holiday decorations are allowed 30 days prior to and 30 days following the holiday, however, blowup decorations are not allowed. No flags or flagpoles are allowed without the express approval of the Board.
3. No decorative items are allowed in the common area of lawns or driveways. Decorative urns and other items are allowed in an owner's limited common area.

SMOKING/VAPING PROHIBITED

1. Smoking inside the unit or interior common areas is prohibited. Due to the proximity of units within the regime, smoking and/or vaping is prohibited indoors to mitigate smoke transmission between units. The only exception to this rule is for current owners (not renters) as of the date of the recording of these revised Rules and Regulations who have an existing smoking/vaping habit. If a current owner meets this description and wants to have the option of smoking inside the unit, the owner is hereby required to procure a medical-grade air purification system at the owner's cost. If the unit owner refuses to comply with the smoke transmission rules, the board can pursue legal remedies, such as levying fines and/or seeking a declaratory judgment.

VEHICLES AND PARKING

1. Vehicles of any kind must be parked only in the areas provided for that purpose, and shall not be parked in such a manner as to impede or prevent ready access to any entrance or exit from any building by another vehicle. Boats, trailers and RVs may not be parked in the development. There is NO PARKING on the streets of Idyllwild. This is a City of Iowa City requirement; the private streets are too narrow for an emergency vehicle to pass. Violators will be towed/ticketed at the owner's expense.
2. Guest parking areas are reserved for guests, and are not for the use of storing additional vehicles of owners. Violators will be towed/ticketed at the owner's expense.
3. The speed limit on Idyllwild streets is 15 MPH. Drivers must drive on the right side of the road.
4. No semis are allowed in Idyllwild. The private streets do not allow room for a vehicle of that size to maneuver inside the complex.
5. No moving vans or pods may be kept over 2 days without prior approval by the Board.
6. The emergency exit on the west end of Idyllwild is to be kept clear of all vehicles and equipment at all times.

PETS

1. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the Common Elements, except that a dog, cat or other household pet, not to exceed 30 pounds in weight, may be kept in a Unit, provided that it is not kept, bred, or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon (3) days written notice from the Board of Directors of the Association. No unit shall house more than one pet, except as approved by the Board of Directors. Service or companion animals are exempt from the weight requirements with proper documentation. All pets must be registered with the Board of Directors of Idyllwild.
2. Any owner keeping a pet shall immediately clean and remove waste and messes created by said pet. Further, no unleashed pets whatsoever shall be allowed upon the grounds, both limited and common areas.
3. Animals may not be tethered in any of the common areas.

BUILDING, MAINTENANCE & GARBAGE

1. Owners must report any roof leaks and other maintenance requests in a timely manner to Keystone Property Management Co. on the HOA portal at <https://keystonepropertymanagementl.managebuilding.com/Resident/apps/portal>, by phone at 319-338-6288 or e-mail at info@keystoneproperty.net.
2. Nothing may be altered, constructed or removed from the Buildings or Grounds without written consent from the Board of Directors. This includes gardens and other plantings, painting or other alterations to the Building such as porches and decks. Requests for alterations must be submitted to the Board in writing. All approved and constructed alterations must be maintained by the Owner or any future Owners of that unit.
3. Insured damages to one or more units resulting from a malfunction, action or inaction of an owner shall require that owner to pay the HOA's insurance deductible, should the claim be reported to and paid by the HOA's insurance.
4. Garbage pickup and recycling pickup is currently scheduled for Tuesday morning between 6:00 AM and 7:00AM. Bagged garbage must be secured in a garbage receptacle (the Board of Directors suggests a square or rectangle bin as round bins have a tendency to blow away). Items to be recycled must be placed in bins provided by the waste hauler. Cardboard must be broken down and if too large for recycling bin, placed under the bin. No glass is recycled. Trash cans and recycling bins may be set out the night before pickup, and returned to occupant's garage after pickup; do not leave bins outside. The trash and recycling must be placed curbside on the main street for pickup.
5. Owners and tenants must dispose of large items such as furniture, carpeting, etc. elsewhere or make arrangements with the HOA trash hauler for pickup at the owner's or tenant's expense.
6. Permanent outside light fixtures attached to the buildings are required to have regular white light bulbs, no colored lightbulbs are allowed.

RENTAL UNITS

1. Idyllwild Development II, Inc., the Declarant and Developer, or its successors or assigns, owns the sole and irrevocable right to rent units pursuant to the Declaration of Submission to Horizontal Property Regime for Idyllwild Condominiums Article 6, Paragraph 1.
2. Declarant must provide the tenant with a copy of the Rules & Regulations.
3. Declarant must provide the Board President and the Property Management Co with the names, phone numbers, vehicle and pet information of the tenants.

SATELLITE DISHES

Unit owners may apply to install satellite dishes. Tenants must get permission from the owner and secure owner's signature on the satellite dish installation application. All applicants may install satellite dishes or antennas only with the approval of the Board, subject to the following requirements:

1. Written request must be submitted prior to installation with a drawing of intended instal-

lation.

2. Installation:
 - a. All wires must be secured or covered.
 - b. Dishes may not obstruct views of adjacent units.
 - c. A diagram providing all dimensions and location of the dishes must be submitted with application.
 - d. The color of the dish must blend with the color of the building or be painted to accomplish this. Gray is acceptable.
3. Safety Considerations:
 - a. The satellite dish may not be secured to the wall of any building or to the rail or pickets of the balcony.
 - b. Satellite dishes should not hang outside the balcony.
4. All applications must be accompanied by a \$250 fee.
5. Dish must be removed when service is terminated.

ASSOCIATION DUES AND ASSESSMENTS

Association dues must be paid monthly. Owners should contact Keystone Property Management to determine the current due amount. Unpaid dues and assessments accrue interest and constitute automatic liens against the property pursuant to Article VI of the Bylaws.

COMPLAINTS, CONCERNS, & COMMENTS

Owners shall report to Keystone Property Management via the portal, in writing or by e-mail to express complaints, concerns, and/or comments.

SANCTIONS AND RULE ENFORCEMENT

1. Unit owners are required to read and become familiar with all Rules and Regulations.
2. Unit owners are responsible for the payment of sanctions imposed due to the violations by themselves and their families, their tenants and guests.
3. A unit owner may request a variance to a rule, such as a temporary variance for parking for a planned event. A request for a variance must be submitted in writing to the Board of Directors. The Board will consider the request and notify the owner whether or not the request is granted.
4. If an Owner or tenant violates the Condominium Declaration, Articles of Incorporation for the Association, Bylaws of the Association, or any Rules and Regulations adopted by the Association, including any amendments to those documents, the Owner (or "alleged violator") may have sanctions imposed and the following procedures will be followed:
 - a. The Rules and Regulations as adopted by the membership are enforced by the imposition of fines for violations or by the towing of vehicles.
 - b. Any unit owner, or the Board, may prepare a written notice of violation. The violation notice must contain the following information: the date of the occurrence, the witness of the occurrence, the time of the occurrence, a description of the violation, and the signature of the person preparing the notice.

- c. There is no grant of anonymity for those submitting violation notices.
- d. The violation notice must be submitted to the Board within five days of the violation's occurrence.
- e. The violation notice will be reviewed by the Board of Directors within 5 business days.
- f. The Board of Directors will review the violation notice, and at its sole discretion, may act in the following manner:
 - Upon agreement of the Board that there is indeed a violation – The Board of Directors will prepare a written notice to a violating unit owner giving the owner 7 days to remedy.
 - Upon expiration of the 7 days to remedy, if the unit owner is still not in compliance with the Rules, the Board, at its discretion, may levy a fine of up to \$1,500.00.
 - Repeated violations (same offense) will be subject to repeated fines.
- a. Fines will be subject to collection as defined in the Idyllwild Condominiums Homeowners Association By-Laws and Declaration and any amendments thereof.
- b. The Board of Directors and its Agent shall have the authority to impose fines, arrange for towing of vehicles through its agent, and to waive fines or reduce fines, if appropriate.
- c. A unit owner who disputes the imposition of a fine or the towing of a vehicle may appeal the sanction to the Board of Directors for further consideration and a hearing on the subject matter.
- d. The decision of the Board of Directors on an appeal shall be final.

The foregoing Rules and Regulations were adopted by Idyllwild Condominiums Owners Association Board of Directors and approved at a meeting held the 20th day of June, 2020.



By: Tammi Craft, President

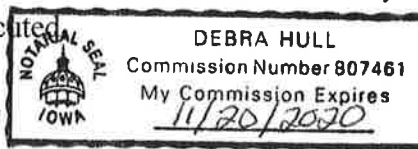


By: Terri Miller Chait Secretary

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 6 day of JULY 2020, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared TAMMI CRAFT, to me personally known, who being by me duly sworn, did say that she is the President, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed

Debra Hull

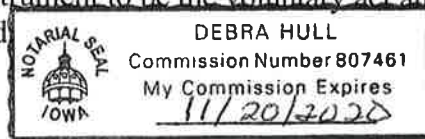


Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 6 day of JULY 2020, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared TERRI MILLER CHAIT, to me personally known, who being by me duly sworn, did say that he is the Vice President, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Secretary as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed

Debra Hull



Notary Public in and for the State of Iowa.