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R. E. O'Neill
RECORDER
JOHNSON COUNTY, IOWA

175th Pl.

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME
FOR CAYMAN POINTE CONDOMINIUMS PART TWO

This Declaration of Submission of Property to the Horizontal Property Regime is made and executed in Iowa City, Iowa, this 29th day of OCTOBER, 1991, by the undersigned, hereafter referred to as "Declarants," pursuant to the provisions of the Horizontal Property Act, Chapter 499B, 1991 Code of Iowa.

WHEREAS, Declarants are the owners of the following described real estate: Lots 142, 143, 144, 145, 146 and that portion of Lot 147 more particularly described as follows: Commencing at the most southerly corner of said Lot 147; thence N55°16'21"W 199.24 feet along the southerly line of said Lot 147; thence N0°19'00"E 10.74 feet along the westerly line of said Lot 147; thence S54°05'34"E 205.40 feet to a point on the northwesterly right-of-way of Cayman Street; thence southwesterly along said right-of-way line 4.63 feet along a 225 feet radius curve concave southeasterly whose chord bears S35°19'03"W 4.63 feet to the point of beginning, all in Court Hill-Scott Boulevard Addition, Part IX, according to the plat thereof recorded in Book 31, Page 47, Plat Records of Johnson County, Iowa, and

WHEREAS, Declarants are the owners of the above-described real estate and either have constructed or plan to construct improvements on said real estate and to divide said real estate into a condominium project, and to sell and convey the same to various purchasers, and

WHEREAS, by the execution and recordation of this Declaration, Declarants do hereby submit the above-described real estate and improvements constructed or to be constructed thereon to a horizontal property regime, pursuant to the provisions of Chapter 499B, 1991 Code of Iowa.

NOW, THEREFORE, the Declarants do hereby publish, declare, and require that the above-described property is held, will be held, and will be conveyed subject to the imposition of the Horizontal Property Regime Plan hereinafter described. All covenants and restrictions of said plan shall run with the land, and be a burden and a benefit to Declarants, their successors and assigns, and any person acquiring or owning an interest in said property, their successors and assigns.

ARTICLE I. DESCRIPTION OF LAND, BUILDINGS, AND UNITS

A. Description of Land. The land submitted to the regime is legally described as follows:

Lots 142, 143, 144, 145, 146 and that portion of Lot 147 more particularly described as follows: Commencing at the most southerly corner of said Lot 147; thence N55°16'21"W 199.24 feet along the southerly line of said Lot 147; thence N0°19'00"E 10.74 feet along the westerly line of said Lot 147; thence S54°05'34"E 205.40 feet to a point on the northwesterly right-of-way of Cayman Street; thence southwesterly along said right-of-way line 4.63 feet along a 225 feet radius curve concave southeasterly whose chord bears S35°19'03"W 4.63 feet to the point of beginning, all in Court Hill-Scott Boulevard Addition, Part IX, according to the plat thereof recorded in Book 31, Page 47, Plat Records of Johnson County, Iowa

B. Description of Buildings. The buildings will consist of two separate free-standing structures, each containing four units, which buildings will be constructed to the following general specifications:

Footings & Foundation: Shall be constructed per plan with 8" smooth walls on 16" x 8" spread footing.

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, with 2x6 used for plumbing walls. Floor framing will be engineered space joist system 24" on center with 3/4" tongue and groove

underlayment. Roof framing on house to use engineered roof trusses 24" on center, with 1/2" oxboard sheathing, 15# felt and 235# asphalt shingles. The peak will be capped with vent-a-ridge for attic ventilation.

Exterior Walls: Sheathed with 1/2" oxboard and wrapped with air infiltration barrier. Siding to be vinyl double 4" horizontal, with vinyl corners and window and door trim. Fascia and overhangs will be finished with aluminum to make the exterior virtually maintenance free. Front of the building accented with brick.

Insulation: Exterior walls will be 6x15 rigid fit fiberglass. Ceiling insulation to be blown cellulose to an R38 rating. Cathedral ceiling, 10" fiberglass batts (R38). Party walls - 3 1/2" sound batts. First floor ceilings will have 3 1/2" sound control batt insulation. Rigid insulation around walls at foundation.

Exterior Doors: Metal insulated. Garage doors will be steel insulated.

Exterior Windows: Double hung, with insulated glass, screens, and grilles. Wood jambs interior and aluminum exterior finish.

Drywall: 5/8" on ceiling, 1/2" on walls, with orange peel finish on walls, accoustical finish on ceiling. Garage sheetrocked with 5/8" firecode and finished smooth.

Interior Doors and Trim: Flush and bifold type with oak veneer. Casing and base to be oak colonial style molding. Vinyl wrapped wire closet shelving.

Cabinets and Vanities: Oak, flush panel doors or equivalent. Formica tops or equivalent. (Color to be selected by owner if construction and installation occurs after purchase of unit.)

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

Each apartment:

- Wire per City Code.
- Install vented hoods.
- Install all light fixtures.
- Prewire four T.V. outlets.
- Prewire for four telephones.
- Wire stoves, dishwashers and garbage disposals.
- Furnish and install fan-light in bathrooms.
- Wire gas furnace and electric air conditioner.
- Furnish and install smoke detector.
- Weatherproof outlet on deck.

House/Common Areas:

- Wire as shown on plans.
- Install all light fixtures.
- Furnish and install electric heat in common hallways.

Pay city electrical permit.

Heating and Air Conditioning: Forced air, 100,000 BTU natural gas furnace and central air conditioning.

Plumbing: Baths - 5' white tub/shower units with single handle faucets. White oval sinks with single handle centerset faucet. White toilets. Second floor two bedroom unit will have 48"x36" white fiberglass shower unit with single handle faucet in master bedroom bath.

Kitchens - Stainless steel sinks with single handle faucets, spray attachments and garbage disposals. Built-in dishwashers installed. Ice maker line rough-in.

Utility Rooms - 40 gallon water heater. Floor drain beside furnace. Provisions for washer. Vent for dryer.

All underground lines to be cast iron.

Three (3) outside faucets on common meters.

Painting and Wall Covering: Two coats latex applied to walls and ceiling (off white). Oak woodwork, stained, with two coats of sealer and two coats of lacquer.

All metal doors finished with enamel. Garage wall to receive one coat of latex.

Gutters and Downspouts: Continuous aluminum.

Concrete Flatwork: Basement - 4" concrete on 4" compacted fill with .004 poly beneath concrete in living areas.

Garage - 4" concrete with wire mesh. Floor to slope 3" from rear garage to front.

Deck and Patio - 9'10"x14'x8" concrete pad.

Drive - 4" concrete with wire mesh.

All city and service walks to be 4".

Landscaping: Entire yard to be landscaped, fine graded and sodded.

Floor Covering: Picked by owner according to allowance.

C. Description of Dwelling Units. Attached hereto and made a part hereof, marked Exhibit "A", is a list of all units in the buildings, their unit designations approximate areas, garage appurtenant to unit, fractional interest of each unit in the common elements, and number of votes per unit in the Association. Attached hereto and made a part hereof, marked Exhibit "B", is a survey showing the location of each of the two buildings, and the common elements to which each unit within the buildings has immediate access. Attached hereto and made a part hereof, marked Exhibit "C", are the floor plans for each building and for each unit within each building.

D. The term "unit" shall mean the rooms occupying part of a floor 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 includes the portions of the building so described and the air space so encompassed. There are eight units located within Cayman Pointe Condominiums Part Two.

E. The term "garage" means that part of the structure abutting a driveway and intended for, but not limited to, the storage of an automobile. The garage 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 said garage is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE II. OWNERSHIP INTERESTS.

A. Exclusive Ownership and Possession by Owner. Each owner shall be entitled to exclusive ownership and possession of his or her unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fraction expressed in Exhibit "A" of this Declaration. The fraction of the undivided 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 fraction of the undivided 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 they are 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 or her unit, nor shall the owner be deemed to own the utilities running through his or her unit which are utilized for, or serve more than one unit, except as a fraction of an undivided interest in the Common Elements. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding his or her unit.

B. 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.

C. 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 on Exhibit "A".

D. General Common Elements. Appurtenant to each unit shall be a right to use and enjoy the general common elements.

E. 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.

F. Association Membership and Voting Rights. Appurtenant to each unit shall be membership in Cayman Pointe 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 Articles and Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the owners; and such action, when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all unit owners.

G. 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:

1. For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;
2. 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;
3. 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;
4. Through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other units in the common areas.

ARTICLE III. GENERAL COMMON ELEMENTS.

Cayman Pointe Condominiums Part Two consist of units and garages which are private property, individually owned by the owners thereof. Cayman Pointe Condominiums Part Two consist also of common property or "common elements" which property is owned in common by the owners of the various units and garages. The general common elements are described and defined as follows:

The general common elements shall include all portions of the condominium project (land and improvements thereon) not included within any dwelling unit or garage, and further excepting such portions of the condominium project which are hereafter defined as limited common elements. The general common elements shall include, but shall not be limited to, the following:

- A. The land on which the building is located;
- B. The foundations, floors, exterior walls of all buildings, roofs, common entrances and exits, and in general all devices or installations existing for common use, except as limited hereafter;
- C. Installations for public utilities, including electric, cable TV, gas,

water, sewer, ventilation, exhaust, heating, and air conditioning for common use;

D. Recreational greens, plantings, private driveways, paths, private sidewalks, outside lighting systems, and TV antennas.

ARTICLE IV. LIMITED COMMON ELEMENTS.

The limited common elements shall consist of those common elements which are reserved for the use of one or more units and such reservation shall be to the exclusion of all other units.

The following common elements are reserved and shall constitute the limited common elements:

A. All nonload-bearing walls and partitions separating units from other units, patios, decks, or balcony adjoining a particular unit, doors, and windows of specific units.

B. Mailboxes and garage doors.

C. That part of all sewer, water, electrical, gas, telephone, and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures, and attachments serving just one unit and located entirely within the unit.

D. All fixtures, attachments, machines, and equipment in the nature of fixtures, or attachments installed and contained within or servicing solely a single unit, such as furnace, air compressor, water heater, range, plumbing, and air conditioning equipment.

Notwithstanding the reservations made by this article, the design of the buildings and grounds to be submitted and the integrity and appearance of the condominium regime as a whole, are the common interests of all owners and, as such, shall remain a part of the general common elements.

ARTICLE V. DECLARANTS' RESERVED RIGHTS

Declarants are irrevocably and perpetually empowered, notwithstanding any restriction or 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 condominium property, 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 and any unit furnished by the Declarants for sales purpose shall not be considered common elements and shall remain Declarants' separate property. Declarants retain 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. Declarants expressly reserve perpetual easements for ingress, egress, and utility purposes across and under the land submitted to the condominium regime.

ARTICLE VI. ESTABLISHMENT OF, MEMBERSHIP IN, AND POWERS OF THE OWNERS ASSOCIATION

A. The operation of the condominium shall be by a nonprofit corporation organized and existing under Chapter 504A, Code of Iowa. The name of the Association shall be Cayman Pointe Owners Association, and the term "Association" as used throughout this Declaration refers to Cayman Pointe Owners Association. The Articles of Incorporation and the Bylaws are attached hereto and marked Exhibits "D" and "E". 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.

B. All owners, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws of the Association and applicable provisions of other condominium documents, and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

C. 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 Chapter 504A and 499B of the 1991 Code of Iowa as amended, and such as are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on units thereof, and the right to acquire a unit at foreclosure sale and to hold, lease, mortgage or convey the same. Each owner hereby waives any rights to delay or prevent such foreclosure by the Association which he may have by reason of a homestead exemption.

D. Partition. All unit owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition.

E. The members of the Association shall consist of all of the record owners of units. The membership of a prior owner shall be terminated by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a new record titleholder to a unit in the condominium. The members of the Association shall be entitled to cast one vote for each unit owned by such member.

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

G. The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the Bylaws. The Board may employ a manager or a managerial service company and delegate various responsibilities to such person as more particularly described in the Bylaws. The management fee shall be a common expense.

Declarants shall have the right to name all members of the Board of Directors of Cayman Pointe Owners Association until the first annual members' meeting of said Association which shall be held as provided for in the Bylaws. Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.

H. All owners shall promptly discharge any lien which may hereafter be filed against their condominium unit. The term lien in this subparagraph does not include a mortgage on the condominium unit.

I. 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 governmental authority.

J. 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 or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the

time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being 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.

K. 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>
Edwin B. Warth	755 Spencer Drive Iowa City, Iowa 52246

ARTICLE VII. MAINTENANCE BY ASSOCIATION.

A. Maintenance Assessments.

1. 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 an individual unit.

2. The Association shall repair incidental damage to the common elements and shall assess the cost thereof as a common expense. The Association shall have an easement for ingress and egress for the purposes of maintenance, repair, and replacement of common elements. The Board of Directors of the Association shall designate an agent for purposes of communications with the City of Iowa City concerning compliance with applicable city regulations including but not limited to compliance with the Housing Code. The initial designated agent is Edwin B. Warth, 755 Spencer Drive, Iowa City, Iowa 52246.

3. Whenever in the judgment of the Board of Directors of the Association the common elements shall require additions, alterations, or improvements costing in the excess of \$1,000.00, said additions, alterations, or improvements shall be approved by a majority of the unit owners. Upon said approval, the Board of Directors shall assess all unit owners for the cost of said common expense. Any additions, alterations, or improvements costing \$1,000.00 or less may be made by the Board of Directors without approval of the unit owners. The cost thereof shall be assessed to all unit owners for said common expense.

B. Share of Assessment. Each unit shall be assessed and shall be responsible for 1/20th of the common assessment levied. Failure to pay the assessment for common expenditures shall result in a lien against the unit failing to pay the common assessment, and shall be deemed to run with title to the unit.

C. Covenant Running With the Land. This maintenance arrangement shall be recorded in the Office of the Johnson County Recorder. The obligations and burdens established hereunder shall run with the land and shall bind all owners of units of Cayman Pointe Condominiums Part Two, their grantees, heirs, assigns, and other successors in interest.

In the event the Association disbands or is no longer viable, all obligations to maintain the common elements herein shall be deemed to be a burden running with each unit herein and shall be a covenant running with title to the unit and any real estate attached or appurtenant thereto.

ARTICLE VIII. MAINTENANCE BY OWNER.

A. The Association shall have no obligation to maintain a unit or the limited common elements appurtenant thereto.

B. Each unit owner, at his or her own individual expense, shall maintain the

interior, including the boundary surfaces, of such dwelling unit; the interior of each dwelling unit is to be kept by the owner clean and sanitary. The maintenance of all personalty including carpets, furnishings and appliances is the individual obligation of each unit owner. Each unit owner shall be responsible for maintaining the utilities within the boundary of his or her unit, including but not limited to heating, air conditioning, plumbing and electricity.

C. Each unit owner shall be responsible for the maintenance of the limited common elements appurtenant to his or her unit.

D. Each unit owner shall maintain, at said unit owner's expense, any improvement or other alteration made by the unit owner.

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

F. Each unit owner shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

G. No unit owner shall make or permit to be made any structural alteration to a unit or to a building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by a 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. Such owner 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 fraction of ownership interest appurtenant to such unit.

ARTICLE IX. PROTECTIVE COVENANTS AND USE RESTRICTIONS.

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. Except as provided in Article V of this Declaration, a condominium unit may not be rented or leased by the owner except by approval of the Board of Directors. Any lease/rental period may not be for a period of longer than six months nor shorter than three months.

1. Approval will only be given in cases involving job transfers, death of owner or spouse, or other unusual circumstances the Board views as acceptable.

2. Approval will be given only after the unit has been listed and marketed for a period of not less than 60 days. The unit must continue to be marketed during the lease/rental period.

3. All prospective tenants must be approved by the Board of Directors.

4. Any lease/rental agreement shall provide that the entire unit be rented, the occupancy to be only by the lessee and his or her family. The lease is to be in writing and a copy thereof is to be filed with the Board of Directors prior to possession.

5. Ownership of a unit by a corporation or a trust is permitted, but no individual(s) shall be allowed to occupy or use such a unit except pursuant to the lease/rental requirements set forth above.

6. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.

C. Nothing shall be altered in, constructed in, or removed from the common elements, limited or general, except upon written consent of the Board of Directors of the Association, 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 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, said consent to be established by a favorable vote of a majority of a quorum present at an Association member's meeting held pursuant to notice as set forth in the Bylaws. No owner shall permit anything to be done or kept in his or her unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law.

F. The Association shall have the authority to adopt rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests and licensees.

G. 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, provided such entry shall be made with as little inconvenience to the owners as practicable.

H. A unit owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by his or her act, neglect, or carelessness, or by that of his or her family, guests, employees, agent or lessees which liability shall include any increase in insurance rates resulting therefrom.

I. No unit owner shall be permitted to erect a TV antenna or any other fixture, item or appurtenance on any building roof. TV antennas may be installed in the interior, attic portion of each building subject to approval of the Board of Directors.

J. Failure of the Association or any owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the Code of Iowa (1991), this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

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

L. No unit owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto, nor erect any "For Sale" or other sign, or otherwise disturb or affect the same, except Declarants.

M. No animal pens, sheds, fences or other out-buildings or structures of any kind shall be erected by a unit owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the

property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

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

ARTICLE X. INSURANCE.

A. Comprehensive general liability and property damage insurance shall be purchased by the Board of Directors 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 Declarants. The insurance shall be carried with reputable companies authorized to do business in the state in such amounts as the Board of Directors may determine. The policy or policies shall name as insured all the owners and the Association. Declarants shall be named as an additional insured on such policy or policies until such time as Declarants shall have conveyed all of the condominium units 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 of Directors.

B. Fire and other hazard insurance shall be purchased by the Board of Directors 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 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 Declarants, so long as Declarants are the owners of any of the units in this project. The Declarants shall notify the insurance carrier of any change in ownership of a unit until such time as the Declarants shall no longer own 30% 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.

C. The comprehensive general liability and property damage insurance, including but not limited to the fire and other hazard insurance, purchased on behalf of the Association shall cover the Association's liability for bodily injury and property damage, and shall further cover damage to the common elements and the condominium buildings as limited hereinafter. This insurance shall cover all fixtures and personalty listed in the base purchase contract package as defined in Article I hereof and in the basic construction specifications. This insurance shall further cover the basic allowances listed in the construction specifications and

construction/purchase contract including, but not limited to, allowances for light fixtures, carpet, appliances, bathroom fixtures and cabinets.

Not covered by the insurance purchased on behalf of the Association are the following:

1. The personalty of the unit owners, such as furniture and clothing;
2. The incremental additional value of the add-ons or increases to the basic allowances listed in the construction specifications and construction/purchase contract;
3. Improvements or betterments to the unit made after construction, such as upgraded carpet, different wall covering, or enclosure of deck or patio.

Any owner may carry such personal liability insurance as he or she may desire. Such insurance is 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.

D. In the event of a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the Bylaws of Cayman Pointe Owners Association, shall be used for such purpose, subject to the rights of first mortgagees whose interest may be protected by said policies. In the event that the amount available from the proceeds from such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, an emergency assessment may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of seventy percent (70%) of the total number of votes outstanding and entitled to be cast. In the event of a determination not to replace or restore the improvements on the condominium property, the entire condominium property shall be deemed owned in common by the apartment owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code of Iowa as now provided or hereinafter amended and in effect at such time. In the event any excess insurance proceeds are remaining, the Board shall retain such sums in the general funds of the Association. Notwithstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of first mortgagees.

E. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall contain the same number of units and garages, and be substantially in accordance with the plans and specifications of original construction, as available from the Exhibits hereto attached and plans on file with the Office of the County Recorder, Johnson County, Iowa, and the fractional interest and other appurtenances to each unit after such repair, rebuilding, restoration or reconstruction shall be the same as before.

ARTICLE XI. MORTGAGEE PROTECTION.

Notwithstanding all other provisions hereof: The liens created hereunder or under the Bylaws upon any condominium unit shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded

first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

Further, an amendment to this Declaration which reduces the value of the security of the holder of any such mortgage (as opposed to an amendment which does not reduce the value of the security of such mortgage or an amendment which implements a ministerial change) shall not affect the rights of the holder of any such mortgage if the mortgage is recorded prior to the recordation of such amendment and if the mortgagee does not join in the execution of the amendment. This provision is not intended to require a mortgagee to join in the execution of an amendment, but is merely intended to protect the value of the security of the mortgagee.

ARTICLE XII. TERMINATION.

A. Procedure. The condominium regime may be terminated in the following manner in addition to the manner provided by the Horizontal Property Act:

1. Destruction. In the event it is determined in the manner elsewhere provided that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa (1991).

2. 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 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.

3. 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 affecting the termination, which certificate shall become effective upon being recorded in the Office of the Johnson County Recorder in Iowa City, Iowa.

B. Form of Ownership after Termination. After termination of the condominium the project will be held as follows:

1. The property (land and improvements) shall be deemed to be owned in common by the owners;

2. 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 elements;

3. 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.

4. 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 fraction 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 lien on the undivided interest in the property owned by each owner.

ARTICLE XIII. AMENDMENTS.

Except as otherwise provided herein, this Declaration may be amended as follows:

A. The provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification, or rescission and duly adopted by the affirmative vote of not less than two-thirds of the unit owners or by an instrument in writing setting forth such amendment, modification, or rescission and signed by not less than two-thirds of the unit owners and duly acknowledged before a notary public.

B. In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the condominium owners association, the procedure for amendment shall be in the manner specified in said Bylaws.

C. Any amendment adopted shall be recorded in the Office of the Johnson County Recorder.

ARTICLE XIV. EXPANSION OF OWNERS ASSOCIATION MEMBERSHIP.

The Condominium Declaration for Cayman Pointe Condominiums recorded in Book 1191, Page 68, Records of the Recorder of Johnson County, Iowa (which condominium regime is located on Lots 148, 149, 150, 151, and part of 147, Court Hill-Scott Boulevard Addition, Part IX, according to the plat thereof recorded in Book 31, Page 47, Plat Records of Johnson County, Iowa) states: "Declarants have an option to purchase lots adjacent to the land described herein being developed as Cayman Pointe Condominiums. If Declarants exercise their option to purchase said land, they plan to construct buildings identical to the buildings being constructed as Cayman Pointe Condominiums as follows:

A. One four-unit building on lots 147 and 148, Court Hill-Scott Boulevard Addition, Part IX, Iowa City, Iowa;

B. One four-unit building on lots 144, 145 and 146, Court Hill-Scott Boulevard Addition, Part IX, Iowa City, Iowa; and

C. One four-unit building on lots 142 and 143, Court Hill-Scott Boulevard Addition, Part IX, Iowa City, Iowa.

Should any or all of this proposed subsequent construction under subsequent condominium regimes take place, the Declarants wish to allow for a single owners association to govern Cayman Pointe Condominiums and the several additional condominium regimes.

Therefore if additional condominium regimes are established by Declarants as anticipated and as set forth above, an additional four unit owners per building constructed will be added as members to the Cayman Pointe Owners Association, with all the rights and obligations as to their regime to be governed by the Cayman Pointe Owners Association as set forth in this declaration. The share of assessment for common expenses, as set forth in Article VII.B shall be altered proportionately by the owners association as additional buildings are constructed.

Termination of a condominium regime under Article XII 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.

As to this Article XIV only, a simple majority of all unit owners may alter, amend or revoke in whole or in part terms of this Article XIV. As to this Article XIV only, unit owners include all units submitted to a recorded condominium regime whether said units are constructed or not. That is, upon the recordation of this Declaration for Cayman Pointe Condominiums, there shall be deemed eight unit owners. Upon the recordation of a condominium regime for Lots 147 and 148, submitting another four-unit building identical to those constructed on this condominium regime, there

shall be deemed an additional four unit owners (for a total of twelve unit owners) for the purposes of this Article XIV."

Pursuant to the above provisions, and upon the recordation of this Declaration, the share of assessment for common expenses, as set forth in Article VII.B has been altered to 1/20th, and the owners of the eight units of Cayman Pointe Condominiums Part Two, shall be members of Cayman Pointe Owners Association with all rights and obligations appurtenant to said membership.

ARTICLE XV. MISCELLANEOUS.

The singular refers also to the plural herein, and vice versa, where to do so will facilitate the interpretation of any provision.

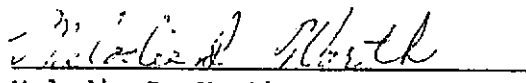
The use of any gender herein shall include all genders where to do so will facilitate the interpretation of any provision.

Invalidation of any portion of this Declaration shall not affect any of the remaining portions herein.

IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year first above written.

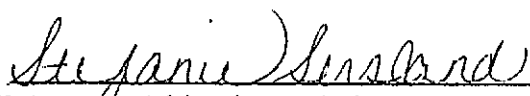

Edwin B. Warth


Gary L. Bishop


Melodie D. Warth

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 29 day of OCTOBER, 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Edwin B. Warth and Melodie D. Warth, husband and wife; and Gary L. Bishop, single, to me known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.


A Notary Public in and for the State of Iowa
E-29-94

NOTARIAL SEAL

EXHIBIT "A"

<u>Building</u>	<u>Unit</u>	<u>Unit Identity</u>	Approx. Storage Area <u>Sq. Ft.</u>	Approx. Unit Area <u>Sq. Ft.</u>	Approx. Garage Area <u>Sq. Ft.</u>	Garage Appurtenant To Unit	Int. In Common Elements	# of Votes Per Unit
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Northerly
Building

4	B	Main Level 2 Bedroom	9	1,412	264	One	1/8	1
4	A	Main Level 3 Bedroom	0	1,508	418	Four	1/8	1
4	D	Upper Level 2 Bedroom	9	1,412	264	Two	1/8	1
4	C	Upper Level 3 Bedroom	0	1,637	456	Three	1/8	1

Southerly
Building

5	B	Main Level 2 Bedroom	9	1,412	264	One	1/8	1
5	A	Main Level 3 Bedroom	0	1,508	418	Four	1/8	1
5	D	Upper Level 2 Bedroom	9	1,412	264	Two	1/8	1
5	C	Upper Level 3 Bedroom	0	1,637	456	Three	1/8	1

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF
CAYMAN POINTE OWNERS ASSOCIATION

We, the undersigned, co-owners of Cayman Pointe Condominiums adopt the following Articles of Incorporation under the Iowa Nonprofit Corporation Act, Chapter 504A, 1989 Code of Iowa.

ARTICLE I.

The name of the corporation is Cayman Pointe Owners Association.

ARTICLE II.

The date on which the corporation's existence shall begin shall be the date the Secretary of State issues a Certificate of Incorporation. The period of the corporation's duration is perpetual.

ARTICLE III.

The purposes and objectives of the owners association are to provide an entity to conduct the business and affairs of, and to act on behalf of, the owners of Cayman Pointe Condominiums. (This owners association may also act as an umbrella owners association for subsequent contiguous condominium regimes, pursuant to Article XIV of the Declaration for Cayman Pointe Condominiums.) The owners association shall have all powers and purposes granted to it statutorily by Chapter 499B and Chapter 504A of the 1989 Code of Iowa as amended, and granted to it by the Declaration. The purposes of the owners association are exclusively not for private profit or gain and no part of the association's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the association shall make no distribution of income to its members. The association shall, additionally, have unlimited power to engage in and to do any lawful act concerning any and all lawful business of the owners association.

ARTICLE IV.

The initial Bylaws of the owners association shall be adopted by the members of the association and the power thereafter to alter, amend, or repeal the same or adopt new Bylaws is reserved to the members of the association.

ARTICLE V.

All persons and entities owning condominium units within this condominium regime shall be members of the owners association. Membership in the owners association may be expanded pursuant to Article XIV of the Declaration for Cayman Pointe Condominiums.

ARTICLE VI.

The name and address of the initial registered agent of the corporation in Johnson County, Iowa, is Gary L. Bishop, 140 Cardiff Circle, Iowa City, Iowa 52246.

ARTICLE VII.

The number of directors constituting the initial Board of Directors is three. The names and addresses of the persons who are to serve as the initial directors are: William R. Happel, 301 S. Clinton Street, Iowa City, Iowa 52240; Edwin B. Warth, 755 Spencer Drive, Iowa City, Iowa 52246; and Gary L. Bishop, 140 Cardiff Circle, Iowa City, Iowa 52246.

ARTICLE VIII.

The name and address of the incorporator is as follows: The Raymond J. Happel Testamentary Trust No. 2, c/o William R. Happel, Co-Trustee, 301 S. Clinton Street, Iowa City, Iowa 52240.

ARTICLE IX.

In the event of liquidation, assets, if any, shall be distributed to the members in accordance to their proportionate share of ownership in the condominium regime, as per the fractional interest in the common elements is listed in Exhibit "A" of the Declaration.

ARTICLE X.

Any proposed amendment to these articles in conflict with or contrary to the provisions of the Declaration including supplements and amendments thereto, shall be void and of no effect.

ARTICLE XI.

The corporation shall not have a corporate seal.

Dated this 11 day of December, 1990.

Raymond J. Happel Testamentary Trust No. 2,

BY: William R. Happel
William R. Happel, Co-Trustee

United State Bank, Co-Trustee,

BY: Stephen L. Allison
Stephen L. Allison, President

BY: Deborah L. Kueter Asst. Cashier
Deborah L. Kueter, Asst. Cashier

CORPORATE SEAL

State of Iowa, Johnson County, ss:

On this 11 day of December, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William R. Happel, Co-Trustee, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

Shirley J. Johnson
Notary Public in and for the State of Iowa
E. 21-11

NOTARIAL SEAL

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-2-

State of Iowa, Linn County, ss:

On this 12th day of December, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen L. Allison and Deborah L. Kueter, to me personally known, who, being by me duly sworn, did say that they are the President and Asst. Cashier, respectively, of the corporation executing the foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; that Stephen L. Allison and Deborah L. Kueter acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Betty J. Weckert
Notary Public in and for the State of Iowa

NOTARIAL SEAL

EXHIBIT "E"

BYLAWS
OF
CAYMAN POINTE OWNERS ASSOCIATION

The following are the Bylaws of Cayman Pointe Owners Association, adopted for the purpose of administering Cayman Pointe Condominiums:

ARTICLE I. MEMBERS AND VOTING RIGHTS.

Section 1. The owners of each condominium unit shall constitute the members of the Association and membership shall automatically cease upon termination of the interest which constitutes a person as a condominium unit owner. (Membership in the owners association may be expanded pursuant to Article XIV of the Declaration for Cayman Pointe Condominiums.) An owner shall be recognized as a member of the condominium owners association without further action for so long as he or she holds an ownership interest. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he or she represents. A contract vendee of record shall be the owner of that unit and member of the Association with reference to who constitutes members of the Association as stated herein. If more than one person is the owner of the same unit, all such owners shall be members of the Association and shall remain jointly and severally liable for all membership obligations. The developer of the condominium regime shall be a member and shall have the rights of membership with respect to completed but unsold units.

Section 2. One vote total is given to the owner(s) of each unit as to all matters to be determined by the members of the owners association.

ARTICLE II. MEMBERS' MEETINGS.

Section 1. Special meetings of the members of the owners association may be called for any purpose by a unit owner.

Section 2. Written or printed notice stating the place, day, and hour of the special meeting and the purpose for which said meeting is called, shall be delivered not less than 5 or more than 60 days before the date of the meeting, either personally or by mail. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her last known address or the address given to the secretary for mailing notice. This notice requirement may be waived, in writing, by a unit owner representing each unit.

Section 3. The regular annual meeting of the members of the owners association shall be held on the second Tuesday in September each year at 7:00 P.M., at a place to be designated by the Board of Directors in Iowa City, Iowa. The first annual meeting of the owners association will be held in the year 1991.

Section 4. A quorum at a members' meeting shall consist of a majority of the owners of the units which are completed, whether said completed units are sold or unsold, either in person or by proxy, which said owners are entitled to vote as set forth in Article I above.

Section 5. A majority vote of the quorum present at each members' meeting shall be necessary to approve any measure.

ARTICLE III. BOARD OF DIRECTORS.

Section 1. The business and affairs of the owners association shall be managed by its Board of Directors. The initial Board shall be three in number and shall consist of Edwin B. Warth, Gary L. Bishop, and William R. Happel.

Section 2. Beginning in 1991, the Board of Directors of the owners association shall be elected annually at the regular annual meeting from among the members by a vote of the members present, and may be removed and replaced by a majority vote of the member at any members' meeting. There shall be 3 members of the Board of Directors. A majority vote of the board is determinative.

Section 3. The Board of Directors shall select from among themselves a President who shall be the Chief Executive Officer and who shall preside at all meetings of the members and of the Board of Directors.

Section 4. The Board of Directors shall select from among themselves a Vice President who shall preside in the absence or disability of the President, and who shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President.

Section 5. The Board of Directors shall select from among themselves a Secretary and Treasurer who shall keep the minutes of all proceedings of the meetings of the members and the Board of Directors, and who shall have custody and control of the Minute Book of the Association wherein the resolutions of the owners association and Board of Directors shall be recorded. Additionally, as Treasurer, said officer shall control the funds and other property of the owners association and shall keep the financial books and records and shall be in charge of collecting the assessments and disbursing funds for the payment of the Association's joint expenditures.

Section 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 a majority of the members.

Section 7. Any officer or a designate named by the Board of Directors, may release in writing any lien held by the Association or make a written statement of what amount is due or delinquent or current concerning common expense assessments.

Section 8. Any officer may be removed by a majority vote of the members whenever in the judgment of the Association the best interests of the Association will be served thereby. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise, may be filled by the Board of Directors for the unexpired portion of the term.

Section 9. The powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Declaration; the powers and duties of the Board of Directors shall include, but shall not be limited to the following:

- a. To enforce all rules and provisions adopted by the Association.
- b. To make and collect assessments against members for all common expenses.
- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To maintain, repair, replace, and operate the condominium property, including all common areas, units, and garages, as applicable, and the construction of new improvements or alterations, if authorized, and to make and provide for payment for all such work.
- e. To contract for management of the condominium and to delegate to such contractor all powers and duties necessary and not disallowed by the condominium documents; to employ, designate, and remove any personnel necessary for the maintenance, repair, and replacement of the common areas and facilities.
- f. To acquire title to and ownership of, in the name of the Association, units within the regime upon judicial sale, and on behalf of all owners to sell, lease, or mortgage such units. In the event of any judicial foreclosure sale, the unit owner shall be required to pay a reasonable rental for the unit.
- g. To budget for current expenses and deferred or reserved maintenance and replacement expenses, and to assess and collect assessments on a monthly basis or on any other periodic basis chosen by the Board of Directors.
- h. To carry insurance on the property of the condominium regime, if authorized by the members.
- i. To do such other acts as are necessary and proper to effect the purpose of the condominium regime as stated in the Declaration and as stated in these Bylaws, provided such acts are not otherwise prohibited.

ARTICLE IV. COMMON EXPENSES AND ASSESSMENTS.

Section 1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties, and obligations as set forth in any of the condominium documents and those expenses as are necessary or implied in connection with the powers and duties of the Board of Directors. Snow removal and lawn care in connection with the common area and the upkeep of the building exterior shall be assumed specifically by the Association as a common expense.

Section 2. Each unit shall be assessed and shall be responsible for 1/8th of the common assessment levied. (The share of assessment for common expenses may be altered as set forth in Article XIV of the Declaration for Cayman Pointe

Condominiums.) Failure to pay the assessment for common expenditures shall result in a lien against the unit failing to pay the common assessment, and shall be deemed to run with title to the unit.

Section 3. The Board of Directors shall (in addition to levying the 1/8th assessment) establish a per unit deposit fee to be paid to the owners association by the purchaser(s) of each unit, due and payable within ten days from the date of purchase by contract or by deed. A record of said deposit fees paid shall be kept by the Board of Directors and upon the sale, by contract or by deed, the seller(s) shall be refunded the deposit fee originally paid by said seller(s). Said refund shall be made within thirty days of the date of sale and shall be mailed to the last known address of said seller(s).

ARTICLE V. AMENDMENT.

Section 1. These Bylaws may be amended, altered, or repealed and new Bylaws adopted by the members at a meeting of the members upon the affirmative vote of two-thirds of all votes entitled to be cast. No amendment, however, affecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to the recordation of such amendment if the holder of said mortgage does not join in the execution of said amendment and approve the same in writing.

Section 2. No amendment may be adopted at either a special or regular membership meeting which is not included in the notice thereof. However, if waivers in writing are placed of record, this notice requirement may be waived.

Section 3. Any modification or amendment of the Bylaws shall be effective against all persons upon its recordation in the Office of the Johnson County Recorder.

ARTICLE VI. MISCELLANEOUS PROVISIONS.

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

Section 2. The Association shall promulgate such Rules and Regulations as it deems to be in the best interests of all owners within the condominium regime.

Dated this 11 day of DECEMBER, 1990.

Raymond J. Happel Testamentary Trust No. 2,

BY: William R. Happel
William R. Happel, Co-Trustee

United State Bank, Co-Trustee,

BY: Stephen L. Allison
Stephen L. Allison, President

BY: Deborah L. Kueter
Deborah L. Kueter, Asst. Cashier

CORPORATE SEAL

State of Iowa, Johnson County, ss:

On this 11 day of DECEMBER, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared William R. Happel, Co-Trustee, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that the person, as the fiduciary, executed the instrument as the voluntary act and deed of the person and of the fiduciary.

1292 Pa. 25

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Notary Public in and for the State of Iowa

NOTARIAL SEAL

State of Iowa, Linn County, ss:

On this 12th day of December, 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen L. Allison and Deborah L. Kueter, to me personally known, who, being by me duly sworn, did say that they are the President and Asst. Cashier, respectively, of the corporation executing the foregoing instrument; that the seal affixed thereto is the seal of the corporation; that the instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; that Stephen L. Allison and Deborah L. Kueter acknowledged the execution of the instrument to be the voluntary act and deed of the corporation and of the fiduciary, by it, by them and as the fiduciary voluntarily executed.

Betty Goldwight
Notary Public in and for the State of Iowa

NOTARIAL SEAL

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~~1191 88 "A"~~

AFFIDAVIT

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

I, Robert D. Mickelson, being first duly sworn on oath do depose and state that I am a Registered Land Surveyor duly authorized and licensed to practice my profession in the State of Iowa.

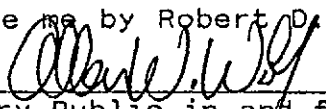
That I have examined the building plans attached to the Cayman Pointe Condominiums, Part Two, Declaration of Submission of Property to Horizontal Property Regime (Recorded in Book 292, Page 5, Johnson County Recorder) as Exhibit "C" and that I hereby certify that said plans diagrammatically represent insofar as reasonably possible Building 4 and common elements that the Declarants have constructed on the real estate described in the Declaration. Except for the following:

- 1) Minor changes to switch locations and outlet locations.
- 2) No 3-Way switches in all Garage Units.
- 3) Unit "A":
 - a) Has a 2'-6" doorway centered in the East wall of the Den with built-in cabinets on the North side and a built-in desk on the South side of the doorway.
 - b) Has a 3'-1" x 1'-0" Boxout in Northwesterly corner of Bath in Master Bedroom.
- 4) Unit "C":
 - a) Has a 4'-0" doorway in Northeasterly corner of Den. Doorway is on a 3'-5" x 3'-5" diagonal across said corner of Den.
 - b) Has built-in cabinets on the East wall of the Living Room.
- 5) Unit "D":
 - a) Has a Shower Unit instead of bathtub and is 4'-0" long instead of 5'-0".
 - b) Has a fireplace centered on Southerly wall of Living Room which measures 1'-6" x 5'-2".

That I am affiliated with MMS Consultants, Inc., and that MMS Consultants, Inc. prepared the plot plan locating the buildings for Cayman Pointe Condominiums Part Two, which plot plan is attached as Exhibit "B" to the recorded Cayman Pointe Declaration. That as a Registered Land Surveyor, I hereby certify that said plot plan is sufficient to determine with reasonable certainty the locations of the buildings designated thereon. I further state that I have reviewed the location of Building 4, the northerly building, as constructed and hereby certify that said building as actually constructed is located as indicated on said plot plan.


Robert D. Mickelson, Registered Land
Surveyor, Iowa Reg. No. 7036

Subscribed and sworn to before me by Robert D. Mickelson this 28th day of October, 1991.


Notary Public in and for the State of Iowa

SEAL



1292 27

RE: Exhibit "C"

State of Iowa)
) ss:
County of Johnson)

AFFIDAVIT

I, Dean E. Beranek, being first duly sworn upon oath do depose and state that I am a Registered Land Surveyor duly authorized and licensed to practice my profession in the State of Iowa.

That I have examined the building plans attached to the Declaration of Submission of Property to Horizontal Property Regime for Cayman Pointe Condominiums Part Two as Exhibit "C" and that I hereby certify that said plans represent insofar as reasonably possible Building 5 that the Declarants have represented they intend to construct on the real estate described in said Declaration.

Dean E. Beranek
Registered Land Surveyor, Iowa Reg.
No. 10435

Subscribed and sworn to before me this 29th day of October,
1991.

Allen W. Wolf
Notary Public in and for the State of Iowa



EXHIBIT "A"

I hereby certify that during the month of May, 1993, at the direction of Bruce Glasgow, a survey was made under my supervision, of the Parcel of Land Plotted hereon, the boundaries of which are as follows:

LEGEND AND NOTES

- [illegible]

WHILE THIS CONTRACT, ALL BUILDINGS ARE TO BE AT LEAST 10 FEET
FROM THE PROPERTY LINE. THE MINIMUM CLEARANCE OF CLOSURE IS LESS THAN 1 FOOT IN 2000 FEET
WHILE BUILDINGS SHALL BEHAVE ALL PLATES FROM 10 FEET
AND ARE PROVIDED FOR GAS, ELECTRICITY, TELEPHONE,
TELEVISION, CABLEVISION, SATELLITE, WATER MAIN, AND
SEWER SEWER SERVICE.

LEGAL DESCRIPTION

PRIVATE STREET, UTILITY & ACCESS EASEMENT
Commencing at the Southwest Corner of Lot 172, Court Hill - Scott Boulevard Addition, Plat IX, in accordance with Plat recorded in Plat Book 31, at Page 47, of the Records of the Johnson County Recorder's Office, Thence S89°57'41"E, 189.00 along the southern line of Sold Lot 172 to the Point of Beginning; Thence N00°02'19"E, 54.70 feet; Thence Northwesterly 15.71 feet along a 15.00 foot radius curve, concave Southwesterly, whose 15.00 foot chord bears N29°31'41"W, Thence Northerly 314.18 feet along a 15.00 foot radius curve, concave Southwesterly, whose 15.00 foot chord bears S89°57'41"E, Thence Southwesterly 15.71 feet along a 15.00 foot radius curve, concave Southwesterly, whose 15.00 foot chord bears S30°02'19"W, Thence S00°02'19"W, 54.70 feet; Thence N89°57'41"W, 55.00 feet to the Point of Beginning. Said easement contains 14,086 square feet, more or less, and is subject to easements and restrictions of record.

LEGAL DESCRIPTION
UTILITY EASEMENT

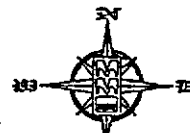
Beginning at the Northeast Corner of Lot 174, Court Hill - Scott Boulevard Addition, Part IX, in accordance with the Plat recorded in Plat Book 31, at Page 47, of the Records of the Johnson County Recorder's Office, said Point being on the Westerly Right-of-Way of Scott Boulevard Thence Southeasterly 5.22 feet, on said Westerly Scott Boulevard Right-of-Way, along a 1,587.02 foot radius curve, concave Southeasterly, whose 5.22 foot chord bears N89°37'41"E, 589°27'00"E, 53.23 feet, Thence S00°02'19"W, 85.99 feet to a Private Street, Utility & Access Easement; Thence Westerly 10.01 feet along a 60.00 foot radius curve, concave Southeasterly, whose 10.00 foot chord bears N89°37'41"E, Thence N00°02'19"E, 95.99 feet; Thence N89°27'00"E, 170.12 feet to the said Westerly Scott Boulevard Right-of-Way, Thence Southeasterly 5.22 feet along said Westerly Scott Boulevard Right-of-Way on a 1,587.02 foot radius curve, concave Southeasterly, whose 5.22 foot chord bears S17°21'41"E to the Point of Beginning. Said easement contains 2,375 square feet, more or less, and is subject to easements and restrictions of record.

I hereby certify that this plat was prepared by me or under my direct personal supervision, and that I am a duly registered Land Surveyor under the State of Iowa, and in a correct representation of the survey and all corners are marked as indicated.

Gen. D. Meisner P.E. & L.S. Reg. No. 8185 Date
My Biennial Registration expires December 31, 1995.

Signed before me this 11 day of July 1995.

Notary Public, in & for the State of Iowa.



0 10 25 50 75 100
GRAPHIC SCALE IN FEET
1"=100'

KRISTINE L. WALTER
MY COMMISSION EXPIRES
DECEMBER 5, 1997

POINT-OF-BEGINNING
PRIVATE STREET, UTILITY
& ACCESS EASEMENT

COURT HILL-SCOTT BOULEVARD ADDITION PART 1X
 recorded in plat book 31, at page 47
 of the records of the Johnson county
 recorder's office

UTILITY
EASEMENT
2.575 sq.ft.
0.059 acres

**- POINT-OF-BEGINNING
UTILITY EASEMENT**

PRIVATE STREET, UTILITY
& ACCESS EASEMENT
14.086 sq.ft.
0.323 acres

Revision No. & Date

MMS CONSULTANTS, INC.
Iowa City, Iowa (319) 351-6282

Designed by:	CMS	Drawn by:	dom	Checked by:	CMS
--------------	-----	-----------	-----	-------------	-----



Sheet Title	Project Title
EASEMENT DEDICATION PLAT	Court Hill-Scott Boulevard Add. Part IX Iowa City, Iowa

Date: 6-22-95
Field Book No:

Scale:
1"=100'

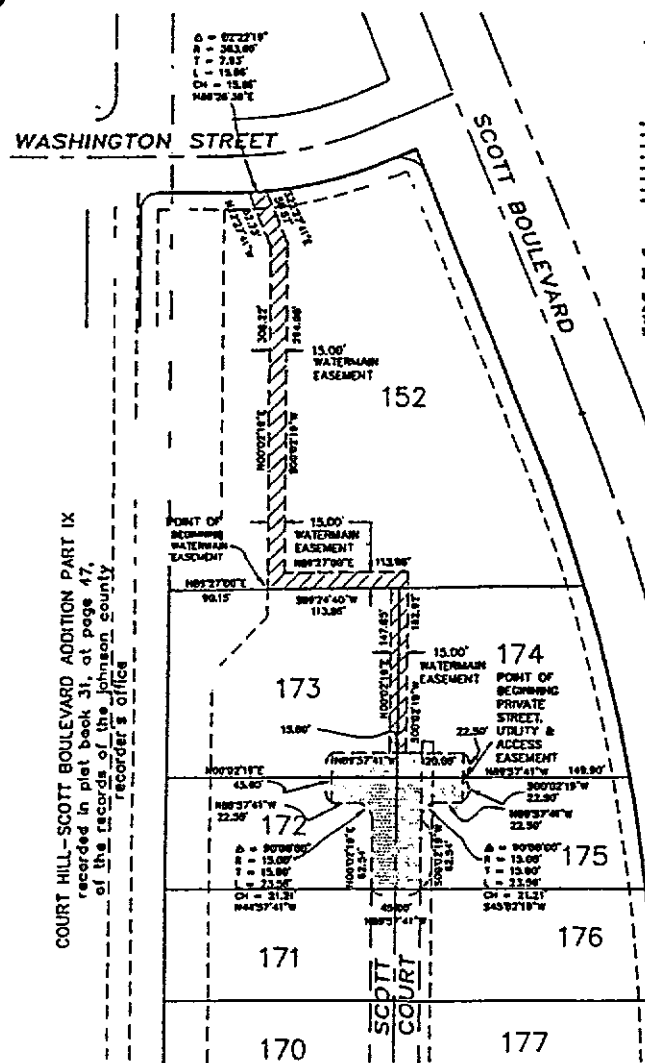
1 540510

Project Number:
0101-117

e: \950WC\0100\010011716 01-12-1996 07:17:41 C51

2:03 PM 2/3/8

EXHIBIT "B"

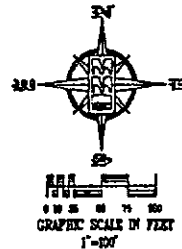


LEGEND AND NOTES

- ▲ = COMPRESSION CORNER FOUND
 ▲ = COMPRESSION CORNER ESTABLISHED
 ▲ = COMPRESSION CORNER RECORDED LOCATION
 ○ = PROPERTY CORNER FOUND
 ○ = PROPERTY CORNER SET
 (5/8" min. pin of 1/2" dia)
 ----- = PROPERTY b/w BOUNDARY LINES
 ----- = COMPRESSION SECTION LINES
 ----- = RIGHT-OF-WAY LINES
 ----- = POWER LINES
 ----- = LOT LINES, INTERNAL
 ----- = LOT LINES, PLATTED OR BY DEED
 ----- = EASEMENT LINES, WITH PURPOSE NOTED
 ----- = DISTING. EASEMENT LINES
 ----- = RECORD NUMBER
 ----- = MEASURED ENCROACHING
 ----- = SURVEY SEQUENCE NUMBER
- (8)
 C13-1

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND MAXIMUM
ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 20,000 FEET.

UTILITY EASEMENTS SHALL INCLUDE ALL PLATED RIGHT-OF-WAYS AND ARE PROVIDED FOR GAS, ELECTRICITY, TELEPHONE, T.V. CABLEVISION, SANITARY SEWERS, WATER MAINS, AND STORM SEWER DRAINAGE.



GRAPHIC SCALE IN FEET
1"=100'

I hereby certify that during the month of May, 1995, at the direction of Bruce Glasgow, a survey was made under my supervision, of the Parcel of Land Platted hereon, the boundaries of which are as follows:

LEGAL DESCRIPTION
RELEASED WATERMAIN EASEMENT

Commencing at the Northwest Corner of Lot 171, Court NW-38th Boulevard Addition Part II as recorded in Plat Book 31, of 171, and of the Records of the Johnson County Recorder's Office, Thence N27°27'00"E, along the North line of said Lot 171, 90.15 feet to the Point of Beginning, Thence N02°02'12"E, 336.22 feet, Thence N22°27'47"E, 562.3 feet, to a point on the Southerly Right of Way Line of Washington Street, Thence S60°00'15"E 15.86 feet, along said Right of Way, on a 363.60 foot radius curve, easement N60°00'15"E, where 15.86 feet chord bears N06°26'30"E, Thence S27°47'41"E, 562.37 feet, Thence S00°02'19"E 29.40 feet, Thence N03°27'07"E, 512.65 feet, Thence S00°02'19"E, 162.82 feet, Thence N03°37'18"E, 15.00 feet, Thence N00°02'19"E, 47.825 feet, Thence S02°74'09"E, 113.86 feet to the Point of Beginning. Said Easement contains 0.330 square feet, more or less, and is subject to easements and restrictions of record.

LEGAL DESCRIPTION
RELEASED PRIVATE STREET, UTILITY & ACCESS EASEMENT

Commencing at the Southwest Corner of Lot 174, Court Hill-Social Boulevard Addition Part II as recorded in Plat Book 31, at page 47, of the Records of the Johnson County Recorder's Office, Thence N89°57'41"W, 148.90 feet, to the Point of Beginning; Thence S00°02'19"W, 22.50 feet, thence N89°57'41"W, 22.50 feet; Thence Southwesterly 23.56 feet, on a 13.00 foot radius curve, concave Southwesterly, through 21.21 feet chord bears S60°07'19"W, Thence S00°02'19"W, 62.54 feet; Thence N89°57'41"W, 45.00 feet; Thence S00°02'19"W, 62.54 feet; Thence Northwesterly, 23.56 feet, on a 13.00 foot radius curve, concave Southwesterly, through 21.21 feet chord bears N45°47'14"W, Thence N89°57'41"W, 22.50 feet; Thence N89°02°19"W, 45.00 feet; Thence N89°57'41"W, 120.00 feet; Thence S00°02'19"W, 22.50 feet to the Point of Beginning. Said enclosed contains 0.896 square feet, more or less, and is subject to covenants and restrictions of record.

I hereby certify that this plat was prepared by me or under my direct personal supervision, and that I am a duly registered Land Surveyor under the State of Iowa, and is a correct representation of the survey and all corners are marked as indicated.

Glen D. Mahner P.E. & L.S. Reg. No. 8165 Date
My Biennial Registration expires December 31, 1995,

Signed before me this 1st day of July, 1995.

Notary Public, in &c for the State of Iowa.



		Revision No. & Date	
Sheet Title: EASEMENT RELEASE PLAT		Project Title: Court Hill-Scott Boulevard Add. Part IX Iowa City, Iowa	
Date: 6-22-95		Field Book No.	
Scale: 1"=100'		Sheet 1 of 1 Sheets	
Project Number: 0101-117		Drawn by: CMS	
Designed by: CMS		Checked by: CMS	

Under applicable provisions of Iowa City Ordinance No. 76-2807, dated 9-30-76, no structures shall be located within the lot(s) designated on the plat per a statement management holding herein, further specified as follows:

Commencing at the Southeast corner of Section 12, Township 79 North, Range 6 West of the 5th Principal Meridian, Thence NO 02° 19' 00", 1513.25 feet to the East Line of said Section 12; Thence S 89° 57' 41" E, 50.00 feet to the Point-of-Beginning; -

[illegible]

R.D. No.		RIGHT-OF-WAY CURVE DATA					
LOT	SECTION	DELTA	RADIUS FEET	ARC LENGTH FEET	CHORD LENGTH FEET	CHORD BEARING	
1	A	80°02'19"	15.00	20.95	19.29	46°01'10"E	
2	A	9°41'00"	300.00	50.70	50.64	N05°09'30"E	
14	A	90°31'40"	15.00	23.79	21.37	N45°06'50"W	
15	A	89°00'20"	15.00	23.34	21.05	N44°53'10"E	
25	A	4°31'06"	350.00	27.60	27.59	N02°34'33"E	
26	A	3°03'14"	350.00	31.55	31.54	N02°25'03"E	
B	B	90°00'00"	15.00	23.36	21.71	N35°00'00"E	
C	C	11°27'09"	450.18	87.19	87.04	N15°43'35"W	

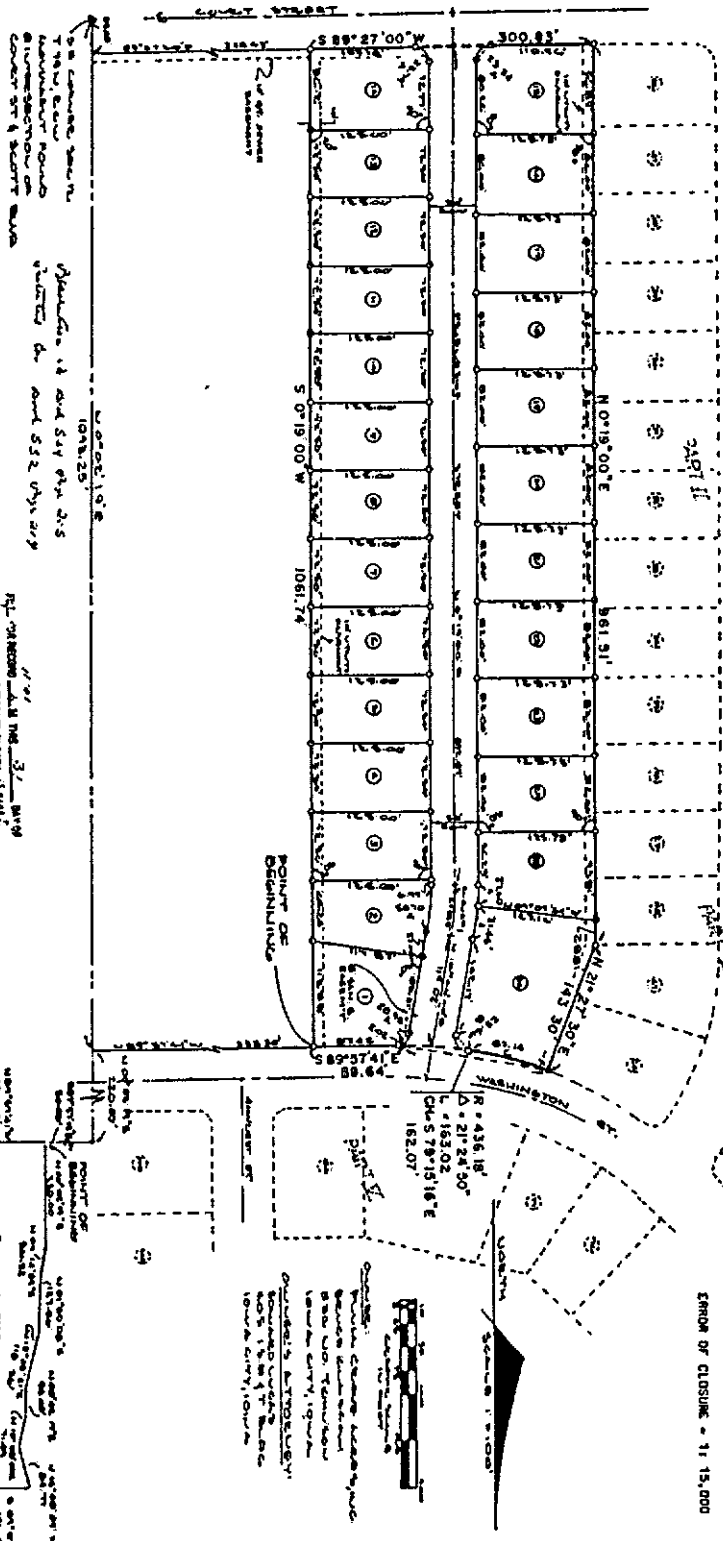
CENTERLINE CURVE DATA						
CURVE #	DELTA	RADIUS FEET	TANGENT FEET	ARC LENGTH FEET	CHORD LENGTH FEET	CHORD BEARING
1	9°41'00"	325.00	27.53	54.93	54.86	N05°09'30"E

FILED
JAN 22 1963
FBI - MEMPHIS

150

Tom S. Skelton
COUNTY MANAGER

Final Report
COVER HILL SCOTT BOUNDBRED ADDOMON
page 10
1 North City, Iowa



5/8" x 30" INCH PIN SET WITH CAN
PROPERTY CONTACTS FOUND
LDT NUMBERS
ERROR OF CLOSURE = 1: 15,000

I certify that during the month of June 1978, at the direction of the owner, I subdivided the tract of land shown hereon into lots and streets and the boundaries of the tract are as follows:

Commencing at the Southwest corner of Section 12, Township 79 North, Range 6 West of the 5th Principal Meridian, Thence N00°02'19"E, 1003.35 feet, Thence S89°57'41"W, 333.50 feet along the Southwestly Right-of-Way Line of Washington Street to the Point-of-Beginning; Thence S00°19'00"E, 1001.72 feet to the Northwestly Right-of-Way Line of Court Street; Thence S89°57'40"W, 305.63 feet along the North Line of Court Street to the Southwest corner of Lot 26 of Conifer Mill-Scott Replanted Addition Part 2; Thence N00°19'00"E, 95.51 feet along the Eastside Line of said part 2; Thence N21°27'30"E, 143.30 feet to the Southwestly Right-of-Way Line of Washington Street; Thence Southeastwarily 163.02 feet, Along 11 feet Radius Curve concave Northeasterly, whose 163.02 feet Chord Bears S79°13'10"W; Thence S89°57'41"W, 90.64 feet along the Southwesterly Right-of-Way Line of Washington Street to the Point-of-Beginning. Said tract of land containing 7.35 Acres.

I further certify that the plot as shown is a correct representation of the subdivision and that all corners are marked as indicated.

Robert D. Nickelson Reg. no. 7036 Date 7-24-95

Subscribed and sworn to before me this 24th day of July, 1915

Notary Public, in and for the State of Iowa

LAURENCE E. JOHNSON
OF OMAHA, IOWA
August 20, 1904

REDUCTION



PLAT APPROVED BY:
CITY OF ROMA CITY
11/16/76
City Clerk
BARRINGTON APPROVED BY:
ROMA APPROVED BY: ELECTRIC CO.
11/16/76
7-1-76
NORTHINGTON APPROVED BY: BARRINGTON CO.
11/16/76
7-1-76

David F. Ellis, Director

MMS CONSULTANTS INC
IOWA CITY, IOWA

FINAL PLAT

COURT-HILL SCOTT BOULEVARD ADD'N
PART III
IOWA CITY, IOWA

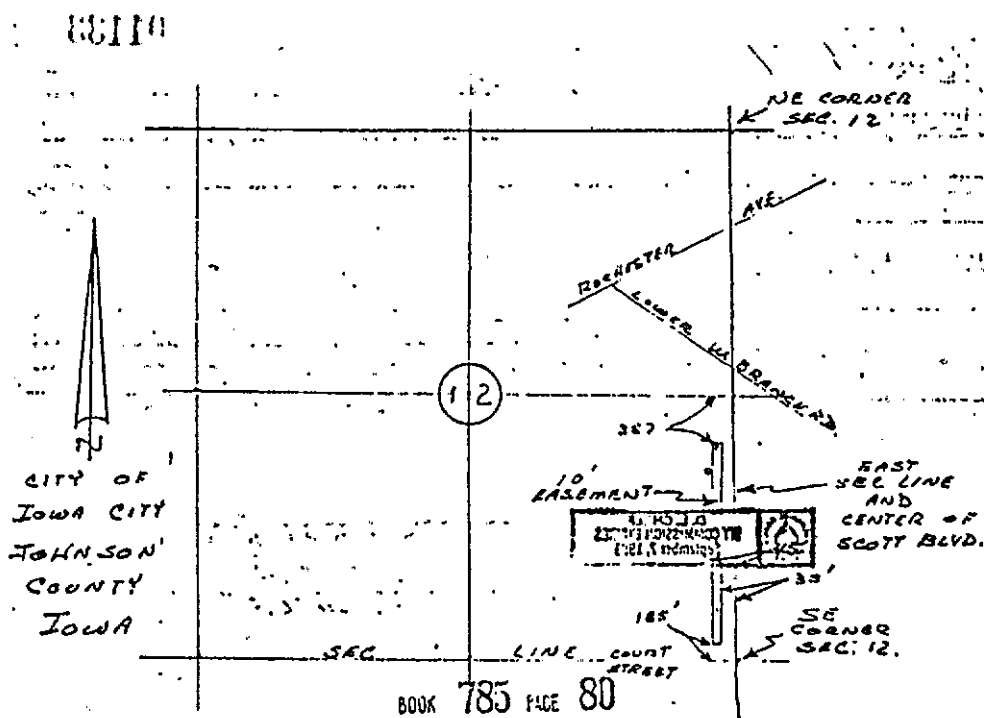
(See entry #17)

DATE RECEIVED	July 22, 1985	PAID BY FIELD	1133033
CORRECT	2620.2600	DRAFT NO.	1133033
APPROVED	H. J. Brandon	TITLE	Super P/W
NAME	TITLE		
AREA LOCATION NUMBER	EST., K.G.J.O. J.O. MOT. VEH. TAG NO.	ACCOUNT OR CODE	AMOUNT
81000	E-D1602	S9C	\$1049.00

RIGHT OF WAY DEPARTMENT, Northwestern Bell
2103 E. University
Des Moines, IA 50317 Telephone Co.

Place pedestal type terminals and associated buried cables on a parcel of land described as follows; the W 10 ft. of the E 45 ft. commencing at the SE corner of Section 12, thence N 185 ft. on the E line of Section 12, thence W 35 ft to P. O. B., thence W 10 ft., thence N 2098 ft. to a point 45 ft. W of the E line of Section 12, thence E 10 ft., thence S 2098 ft. to the P. O. B. All lying within the property described below.

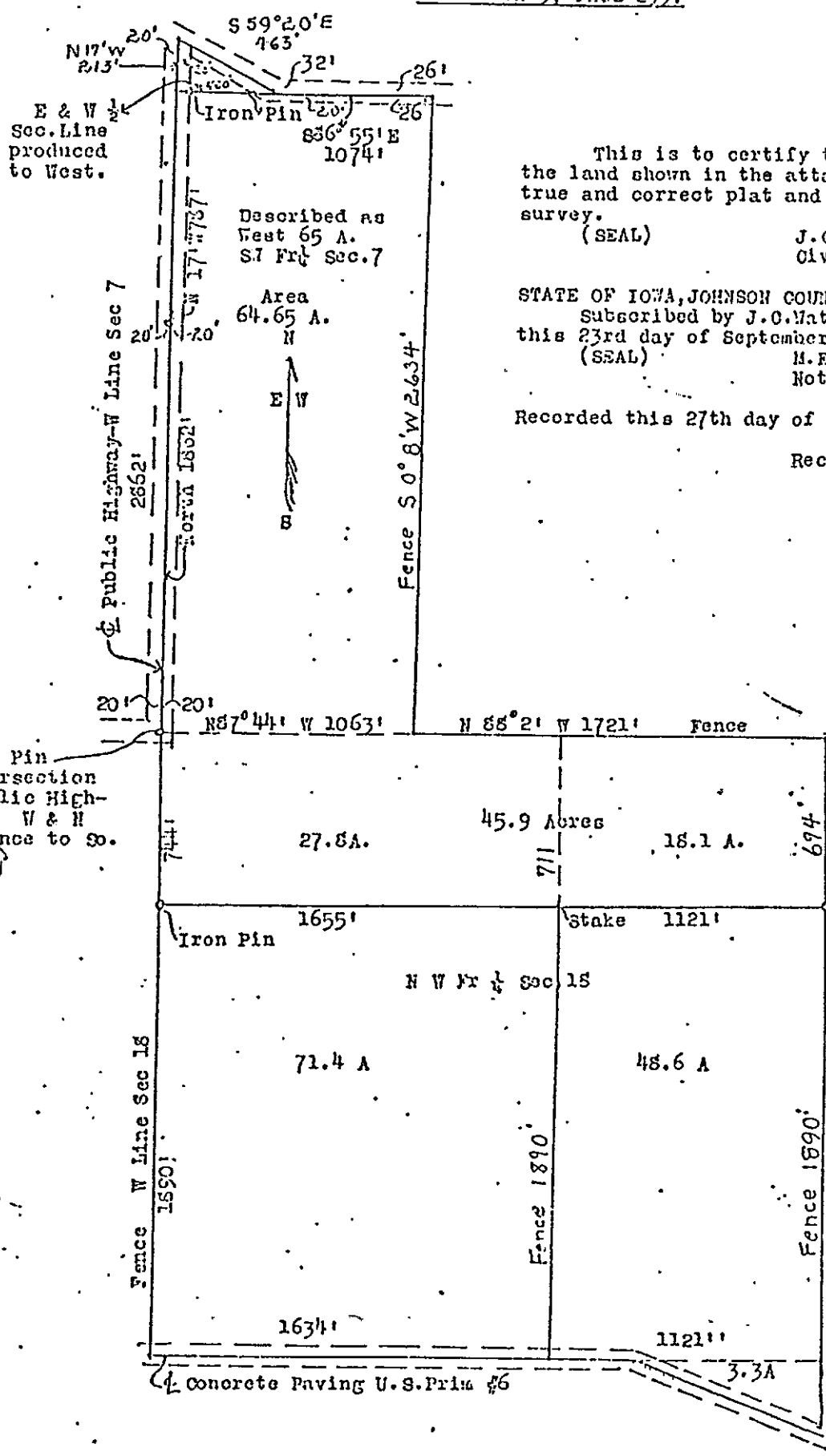
Record Both Sides



#44875
Recording Fee \$1.00

PLAT OF SURVEY IN SECTIONS 7 & 18 Twp, 79 N.R. 5 W. of 5th P.M.

PLAT BOOK 3, PAGE 299.



This is to certify that I have, on Sept. 17-21, surveyed the land shown in the attached plat and the said plat is a true and correct plat and copy of the field notes of said survey.

(SEAL)

J. C. Watkins
Civil Engineer & Surveyor.

STATE OF IOWA, JOHNSON COUNTY, SS:
Subscribed by J. C. Watkins and by him sworn to before me this 23rd day of September 1932.

(SEAL)

M. E. Taylor
Notary Public in and for said county

Recorded this 27th day of October A.D. 1932 at 2:30 o'clock
Recorder.

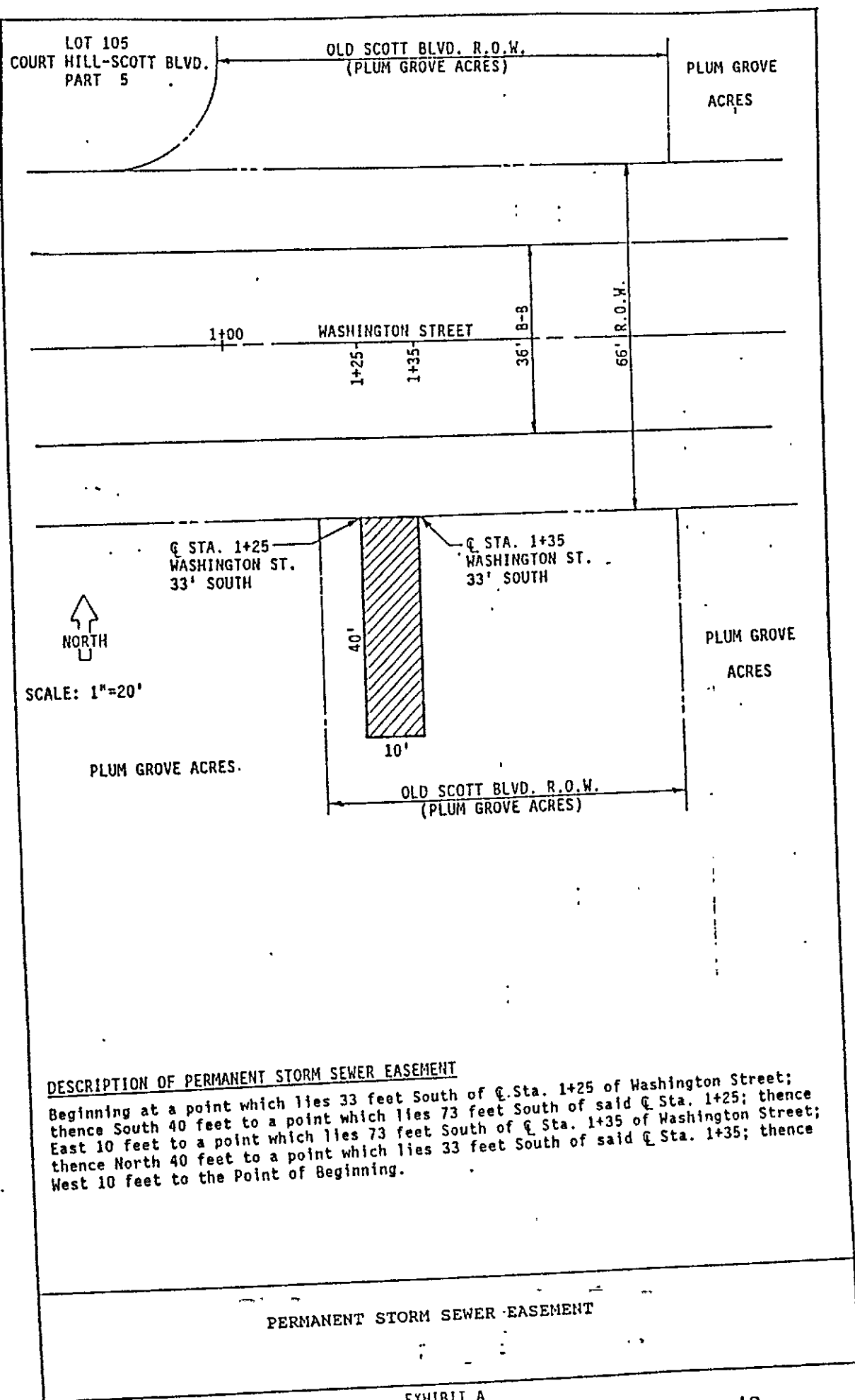
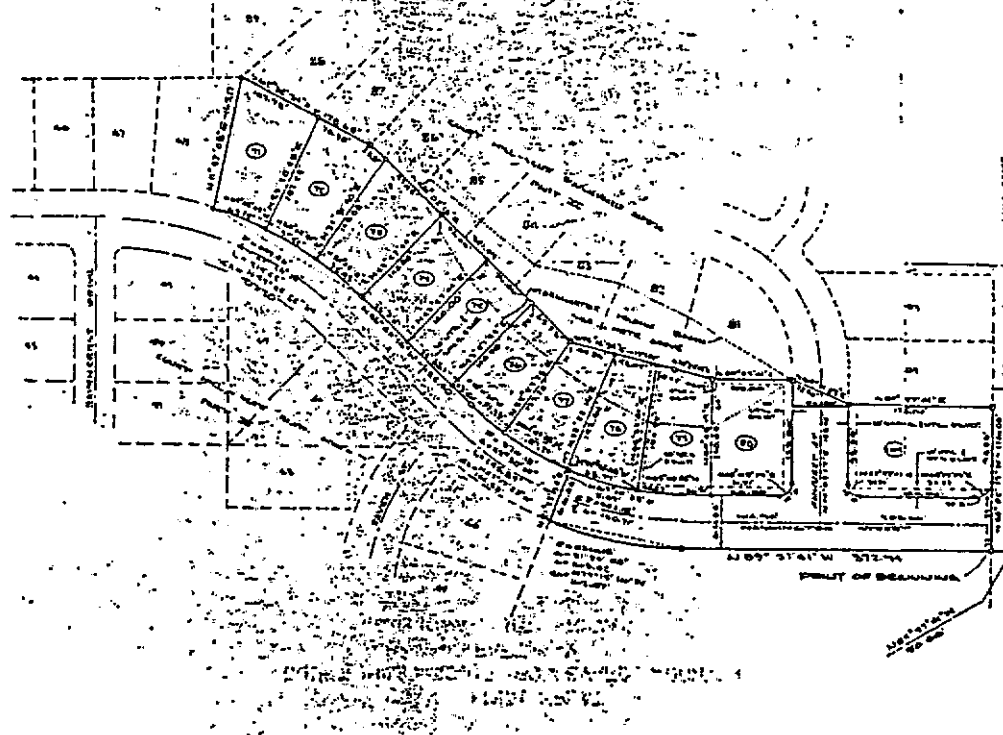


EXHIBIT A

BOOK 1107 PAGE 40

10/10/10



THE CHAIRMAN -
SEC. 11-704
NATIONALITY BOARD
IN CONNECTION TO
COURT OF LAST BUD.

2 certify that during the month of June, 1877, at the direction of the owner, I
made a survey of that lot of land situated between the lots and streets above, and the
boundaries of the tract are as follows:

Commencing at the southeast corner of Section 12, T. 18 N., R. 6 E. of the 5th Principal
Meridian; Thence N. 62° 15' E., 109.25 feet to the west line of said Section 12; Thence
N. 69° 57' 41" E., 50.00 feet to the Point of Beginning; Thence S. 69° 57' 41" E., 372.97 feet;
Thence northwesterly, 165.02 feet on a 1/4-16 mile curve concave northeasterly,
whose 162.02 foot chord bears S. 79° 15' 16" E., 20 the northeast corner of Lot 46, in
the 1/4-16 mile section of Section 12, T. 18 N., R. 6 E. of the 5th Principal
Meridian, 145.39 feet; Thence S. 66.00 feet to the east line of said Part III; Thence north-
westerly, 145.39 feet on a 1/4-16 mile curve concave northeasterly, whose
144.53 foot chord bears S. 77° 17' 23" E., 20 the northeast corner of said Part III; Thence
S. 64° 02' 16" E., 78.50 feet on the northerly line of said Part III; Thence northwesterly
215.22 feet on a 1/4-16 mile curve concave northeasterly, whose 213.22 foot chord
bears S. 65° 15' 32" E., to the southeast corner of Lot 46, in said Part III; Thence S. 11° 07' 00"
E., 17.75 feet to the northeast corner of Lot 46, in said Part III; Thence S. 64° 02' 16"
E., 178.68 feet; Thence S. 64° 02' 16" E., 341.46 feet; Thence S. 71° 00' E., 429.01 feet; Thence
S. 70° 29' 18" E., 48.54 feet; Thence S. 69° 57' 41" E., 59.00 feet; Thence S. 65° 31' 15" E., 72.50
feet; Thence S. 69° 57' 41" E., 175.00 feet; Thence S. 62° 15' E., 175.00 feet to the Point of
Beginning. A 1/4-16 mile curve containing 11 courses.

I further certify that the plot as shown is a correct representation of the subdivision and all corners are marked as indicated.

Robert L. Michelson 7-22-77
Robert L. Michelson - Aug 1976 Date

Subscribed and sworn to before me this 22nd day of July 1977

Harry F. Hunt
Secretary of State

See Bus. Del. cont. etc. Book 477 Page 268
1772 LIFE 40 F I L E D JUL 2 2 1977

ABBE STOLFUS
CITY CLERK

See Antitrust Contract + Restrictions

Bl. 501 pg 101

APPROVED BY _____
DATE _____

EASEMENTS APPROVED BY _____

R. C. Collins 7-51
SAID

90

7-22-71

NEWTONSTON, MASS. TELEPHONE

2000
 2000

CONSULTANTS
IOWA CITY, IOWA

Page 100

FINAL PLAY

COURT MIL-1-22T SOLEWARD ADDITION
PART II

Classified by
L-790

Exempt from automatic
downgrading and
declassification
by
NNDM

Date
7-18-77

and down grade

Date
1- = 100"

Page

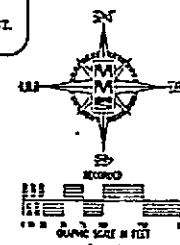
of 1 Page

Property Number
10124-56

COURT HILL - SCOTT BOULEVARD ADDITION, PART IX
IOWA CITY, IOWA

FILED MAR 31 1967
PAGE 47
90 APR -9 PM 3:19.

OWNER'S ATTORNEY
JOHN D. CRUISE
920 SOUTH DUBUQUE ST.
IOWA CITY, IOWA



CURVE SEGMENT TABLE							
LSF	CLAVE	ABSCISSA	ORDINATE	TANGENT	CHORD	PLACING	DATA
10	CL1-1	21.00	21.15	15.00	0.2021	0.47700	0.00000
11	CL1-2	22.00	4.00	3.10	0.41	0.60347	0.00431
12	CL1-3	23.00	1.00	1.00	0.41	0.60347	0.00431
13	CL1-4	24.00	0.25	0.25	0.41	0.60347	0.00431
14	CL1-5	25.00	0.00	0.00	0.41	0.60347	0.00431
15	CL1-6	26.00	0.25	0.25	0.41	0.60347	0.00431
16	CL1-7	27.00	1.00	1.00	0.41	0.60347	0.00431
17	CL1-8	28.00	4.00	3.10	0.41	0.60347	0.00431
18	CL1-9	29.00	21.15	15.00	0.2021	0.47700	0.00000
19	CL1-10	30.00	21.15	15.00	0.2021	0.47700	0.00000
20	CL1-11	31.00	21.15	15.00	0.2021	0.47700	0.00000
21	CL1-12	32.00	21.15	15.00	0.2021	0.47700	0.00000
22	CL1-13	33.00	21.15	15.00	0.2021	0.47700	0.00000
23	CL1-14	34.00	21.15	15.00	0.2021	0.47700	0.00000
24	CL1-15	35.00	21.15	15.00	0.2021	0.47700	0.00000
25	CL1-16	36.00	21.15	15.00	0.2021	0.47700	0.00000
26	CL1-17	37.00	21.15	15.00	0.2021	0.47700	0.00000
27	CL1-18	38.00	21.15	15.00	0.2021	0.47700	0.00000
28	CL1-19	39.00	21.15	15.00	0.2021	0.47700	0.00000
29	CL1-20	40.00	21.15	15.00	0.2021	0.47700	0.00000
30	CL1-21	41.00	21.15	15.00	0.2021	0.47700	0.00000
31	CL1-22	42.00	21.15	15.00	0.2021	0.47700	0.00000
32	CL1-23	43.00	21.15	15.00	0.2021	0.47700	0.00000
33	CL1-24	44.00	21.15	15.00	0.2021	0.47700	0.00000
34	CL1-25	45.00	21.15	15.00	0.2021	0.47700	0.00000
35	CL1-26	46.00	21.15	15.00	0.2021	0.47700	0.00000
36	CL1-27	47.00	21.15	15.00	0.2021	0.47700	0.00000
37	CL1-28	48.00	21.15	15.00	0.2021	0.47700	0.00000
38	CL1-29	49.00	21.15	15.00	0.2021	0.47700	0.00000
39	CL1-30	50.00	21.15	15.00	0.2021	0.47700	0.00000
40	CL1-31	51.00	21.15	15.00	0.2021	0.47700	0.00000
41	CL1-32	52.00	21.15	15.00	0.2021	0.47700	0.00000
42	CL1-33	53.00	21.15	15.00	0.2021	0.47700	0.00000
43	CL1-34	54.00	21.15	15.00	0.2021	0.47700	0.00000
44	CL1-35	55.00	21.15	15.00	0.2021	0.47700	0.00000
45	CL1-36	56.00	21.15	15.00	0.2021	0.47700	0.00000
46	CL1-37	57.00	21.15	15.00	0.2021	0.47700	0.00000
47	CL1-38	58.00	21.15	15.00	0.2021	0.47700	0.00000
48	CL1-39	59.00	21.15	15.00	0.2021	0.47700	0.00000
49	CL1-40	60.00	21.15	15.00	0.2021	0.47700	0.00000
50	CL1-41	61.00	21.15	15.00	0.2021	0.47700	0.00000
51	CL1-42	62.00	21.15	15.00	0.2021	0.47700	0.00000

- COMBINATIONAL CIPHER, PUNDED
- PROPERTY COMMENTS FOLLOWS
- (Time not active on Bureau)
- PROPERTY CIPHER, SET
- (1/2" was per U.S. Co.)
- (to be active on the drug)
- PROPERTY &/OR DOCUMENT LINKS
- CONNECTION LINKS
- POINT-TO-POINT LINKS
- CENTER LINKS
- LEFT LINKS, INTERCOM
- LEFT LINKS, PLATONED ON OCT 20
- EASTERN LINKS WITH A PLATONED ON
- RECOVERED SHIPMENTS
- UNCLASSIFIED SHIPMENTS
- BUREAU SECURITY NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND ANYWHERE AN
ERROR OF CLOSURE IS LESS THAN 1 FOOT IN 20,000 FEET
THE LOTS SHALL HAVE EJECT VEHICULAR ACCESS ONTO BEHNT DRIVEWAY
VEHICULAR DRIVEWAY ACCESS TO LOTS 134, 131 AND 132 SHALL BE VIA
CAYMAN STREET ONLY
LOTS 131 TO 144 AND 132 TO 134 ARE DESIGNATED TO ACCOMMODATE 2000
LOT AND RESIDENTIAL STRUCTURES

Commencing at the Southwest Corner of Section 12, Township 79 North, Range 6 West of the 5th Principal Meridian, and to the Point on the Right-of-Way Line of said Court Street, said Section 12, 35.00 feet, to the Point on the Right-of-Way Line of said Court Street, in Iowa City, Iowa; Thence S89°27'00"W, along the North Right-of-Way Line of said Court Street, to the Southwest Corner of Court NW-36th Boulevard, Part IV, Iowa City, Iowa, as Recorded in Plat Book 18, at Page 8, of the Records of the Johnson County Recorder's Office; Thence N00°19'00"E, along the East Line of said Court NW-36th Boulevard, Part IV, N061°74' feet, to the Northeast Corner thereof; Thence S85°57'41"E, along the Southerly Right-of-Way Line of Washington Street, and its Eastern projection thereof, 367.13 feet; Thence Northeastly, 150.40 feet, along a 361.00 foot radius curve, concave Northwestly; thence 148.94 foot chord bears N74°47'18"E; Thence N67°22'19"E, 25.00 feet; Thence S22°27'41"E, 276.15 feet; Thence Southerly 622.22 feet, along a 1587.02 foot radius curve, concave Southwestly; thence 812.23 foot chord bears S112°41'E; Thence S00°07'19"N, 228.89 feet, to the Point on the North Right-of-Way Line of said Court Street; Thence S89°27'00"W, along said North Right-of-Way Line of said Court Street, 4500.04 feet, to the Point of Beginning. Said tract of land contains 17.26 acres, more or less, and is subject to easements and restrictions of record.

I further certify that I am a duly registered Land Surveyor under the laws of the State of Iowa and that the Plot as shown hereon is an accurate representation of said Swindeman and that all corners are marked as indicated.

Robert D. Mackeson 4-2-92
Robert D. Mackeson, Iowa Registration No. 7036 Date
Subscribed to and sworn before me this 2nd day of April, 1992
Charles S. Taylor
Notary Public, In and for the State of Iowa

Theresa K. Lee 4-3-90
One Year Date

WITNEY EMBROIDERY, AS SHOWN HEREON, MAY BE OBTAINED
 IMMEDIATELY FROM THE UNITED STATES CUSTOMS SERVICE, BUREAU OF
 CUSTOMS AND BORDER PROTECTION, 1000 PENNSYLVANIA AVENUE, N.W.,
 WASHINGTON, D.C. 20536.

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1000 PENNSYLVANIA AVENUE, N.W.
 WASHINGTON, D.C. 20536
 U.S. CUSTOMS AND BORDER PROTECTION
 U.S. DEPT. OF COMMERCE
 4/1/80
 4-3-80

530

FINAL PLAY

COURT HILL-SCOTT BOULEVARD ADDITION, PART IX
IOWA CITY, IOWA

FINAL PLAY
ST. BOULEVARD ADDITION
IOWA CITY, IOWA