

See File 1666 Drawer 22 (6-15-84)

216th pt.

13474
705 290
1084 JUN 15 3:15

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

See Aff'd BK 3328 Pg 464 (7-3-02)
See affidavit BK 792 Pg 45
8-27-85

See Addendum BK 1087 pg 330
10/12/89

See P. Rel BK 1397 pg 208 (7-2-92)
Unit 290

See P. Rel BK 1429 Pg 253 9-9-92 Unit 1509
290

See P. Rel BK 1430 Pg 274 (9-11-92) Unit 1603

See Lien BK 1453 Pg 112 (10-23-92) Unit 1503

See Lien BK 1453 pg 113 (10-23-92) Unit 1607

-2-

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

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed in Iowa City, Johnson County, Iowa this 1st day of May, 1984, by Seville Corporation, an Iowa corporation, hereafter referred to as "Declarant."

W I T N E S S E T H :

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

Commencing at the Northwest corner of Section 6, Township 79 North, Range 6 West of the 5th. Principal Meridian; Thence N90°00'00"E, 1679.6 feet along the North line of said Section 6 to the Point of Beginning; Thence S88°46'27"E, 325.00 feet; Thence S15°20'41"W, 817.31 feet; Thence S79°36'00"W, 400.00 feet; Thence N18°10'55"E, 912.89 feet to the Point of Beginning. Said tract containing 289,143 square feet more or less.

and

WHEREAS, Declarant is the owner of seventeen residential buildings and other improvements upon the real property described above and it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the condominium units to various purchasers pursuant to the provisions of the Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions;

and

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

NOW, THEREFORE, Declarant hereby publishes and declares that all property described above is hold and shall be held and

291

-3-

conveyed subject to the following covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums and shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

Definitions

1. Declarant. The term "Declarant" shall mean Seville Corporation, an Iowa corporation, the maker of this Declaration.
2. Declaration. The term "Declaration" shall mean this instrument by which Oakwood Village Condominiums is established as provided under the Horizontal Property Act.
3. Project. The term "project" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon.
4. Unit. The term "unit" shall mean one or more rooms occupying all or part of a floor or floors intended for use as a residence and not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the building so described and the air space so encompassed. There are eight different types of units which are located in the various buildings as shown on Exhibits A-1 through A-7, inclusive, attached hereto.
5. General Common Elements. The term "general common elements" shall have the meaning as defined in Article IV.
6. Limited Common Elements. The term "limited common elements" shall have the meaning as defined in Article V.
7. Building. The term "building" shall mean the structural improvements located on the land, forming part of the real estate and containing units and as more particularly described on Exhibits B-1 through B-18, inclusive, and Paragraph 2 of Article II.

292

-4-

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

11. Owner. The term "owner" means any person with an ownership interest in a unit in the project.

12. Association. The term "association" means Oakwood Village Owners Association and its successors.

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

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

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

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

ARTICLE II

Description of Land, Buildings and Units

1. Description of Land. The land submitted to this regime is legally described as follows:

Commencing at the Northwest corner of Section 6, Township 79 North, Range 6 West of the 5th. Principal Meridian; Thence N90°00'00"E, 1679.6 feet along the North line of said Section 6 to the Point of Beginning; Thence S88°46'27"E, 325.00 feet; Thence S15°20'41"W, 817.31 feet; Thence S79°36'00"W, 400.00 feet; Thence N18°10'55"E, 912.89 feet to the Point of Beginning. Said tract containing 289,143 square feet more or less.

2. Description of Building. The seventeen residential buildings containing the 130 units are two-story, multi-family

293

-5-

structures with two floors, some of which have basements. Each building contains from four to sixteen units. The footings are of re-enforced concrete. The basement floor is a 4" concrete slab. The first floor and second floor are both constructed of truss joists covered with 5/8" plywood. Exterior walls of the basement are concrete block; the exterior walls of the first floor and second floor are composed of 2" x 4" wood studs covered with 5/8" gypsum and a combination brick, 5/8" wood paneling, 5/8" staccato board and a mansard roof covered with shingles. Roof construction is of gable truss and mansard construction and 1/2" plywood sheathing covered with shingles. All ceilings have 5/8" sheetrock. The second floor ceiling has blown-in and bat insulation. Interior partitions are constructed of 2" x 4" wood studs with 5/8" and 1/2" sheetrock. The walls which separate the apartments from each other are constructed of 2" x 4" wood studs and 5/8" gypsum board, and 5/8" sheetrock. The corridor walls are composed of 2" x 4" wood studs and 5/8" gypsum board with 5/8" sheetrock.

3. Description of the Units. Annexed hereto and made part hereof as Exhibit "C" is a list of all units in the buildings, their unit designations, approximate areas, number of bedrooms, fractional interest of each unit in the common elements, and pro rata share of common expenses. Annexed hereto and made part hereof as Exhibit "D" is a survey showing the location of the buildings, the units within said buildings and the common elements to which each has immediate access. Annexed hereto and made a part hereof as Exhibits A-1 through A-7 and Exhibits B-1 through B-18 are the floor plans for the buildings and for each unit within said building which together with the definition of the term "unit" in Article I show the dimensions of each unit. Also annexed hereto is Exhibit B-960 showing Building #960 floor plan, being the Recreation Room and Maintenance Shop building which is a part of the common elements.

ARTICLE III

Ownership Interests

1. Exclusive Ownership and Possession by Owner. Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fractional interest expressed in Exhibit C of this Declaration. The fractional interest of each owner in the Common Elements as expressed in Exhibit C shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded. The fractional interest in the Common Elements shall not be separated from the unit to

294

-6-

which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the Common Elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners.

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

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

3. Undivided Fractional Interest. An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each unit. The amount of such undivided interest appurtenant to each unit is that fraction as set forth in Exhibit "C."

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

5. Limited Common Elements. The exclusive use by owners of the limited common elements shall be deemed an appurtenance of the unit or units for which said elements are reserved provided, such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.

6. Association Membership and Voting Rights. Appurtenant to each unit shall be membership in Oakwood Village 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

295

-7-

Association and this Declaration shall be final and conclusive upon all unit owners.

7. Cross Easements. Appurtenant to each unit shall be easements from each unit owner to each other unit owner and to the Association and from the Association to the respective unit owners as follows:

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

ARTICLE IV

General Common Elements

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

- (a) The land on which the building is erected.
- (b) The foundations, basements, floors, exterior walls of each unit and of the building, ceilings and roofs, communication ways, and in general all devices or installations existing for common use, except as limited in the next Article.
- (c) Installations for public utilities, including electric, gas and cold water for common use.

298

-8-

(d) Recreational greens, plantings, walks and open parking spaces.

(e) The swimming pool, Building #960 (Recreation, Maintenance and Club House Building), and recreation area.

(f) All driveways and parking areas.

ARTICLE V

Limited Common Elements

1. Definition. The term "limited common elements" shall mean and such elements shall consist of those common elements which are reserved for the use of one or more units by this Article and amendments hereto and such reservation shall be to the exclusion of all other units.

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

(a) All exterior walls of a building, all walls and partitions separating units from other units, interior load bearing walls and all other elements which are structural to a unit are reserved for that unit (or units where partitions separate two units contained in a building).

(b) Any patio or deck (sometimes referred to as balcony herein or on the Exhibits) if any, adjoining a Unit.

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

(d) That part of all sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures and attachments serving just one Unit and located entirely within the Unit, except electrical connection lines leading from the furnace or air conditioner units to each Unit.

(e) The air conditioner pads appurtenant to each unit.

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

297

-9-

4. Right of Association. The reservation of the limited common elements herein shall not limit any right the Association and its agents may otherwise have to alter such limited common elements or enter upon such limited common elements.

ARTICLE VI

Declarant's Reserved Rights and Powers

1. Declarant's Activities. Declarant is irrevocably and perpetually empowered, notwithstanding any use, restriction or other provision hereof to the contrary, to sell, lease or rent units to any person and shall have the right to transact on the condominium property any business relating to construction, repair, remodeling, sale, lease or rental of units, including but not limited to, the right to maintain signs, employees, independent contractors and equipment and materials on the premises, to use common elements (general and limited), and to show units. All signs and all items and equipment pertaining to sales or rentals or construction and any unit furnished by the Declarant for sales purpose shall not be considered common elements and shall remain Declarant's separate property. Declarant retains the right to be and remain the owner of completed but unsold units under the same terms and conditions as other owners including membership in the Association save for its right to sell, rent or lease.

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

3. Designation of Association Directors. Declarant shall have the right to name all members of the Board of Directors of Oakwood Village 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.

ARTICLE VII

Management of The Regime

1. Association; Council of Co-owners. The operation of the condominium shall be by a nonprofit membership corporation organized and existing under Chapter 504A, Code of Iowa. The name of the Association shall be Oakwood Village Owners Association. Copies of its Articles of Incorporation and of its Bylaws are attached hereto as Exhibits E and F, respectively. Whenever a vote or other action of unit owners as a group is

-10-

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 (1983).

2. Compliance. All owners, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the 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.

3. Power of Association. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-owners and the owners as a group by Chapter 504A and 499B of the 1983 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 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.

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

5. Membership, Voting Rights. The members of the Association shall consist of all of the record owners of units. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a record title to a unit in the condominium. The membership of the prior owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each unit owned by such member.

6. Restraint upon Assignment. The share of a member in the funds and assets of the Association cannot be assigned,

299

-11-

hypothecated or transferred in any manner except as an appurtenance to his unit.

7. Board of Directors. 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.

8. Discharge of Liability. All owners shall promptly discharge any lien which may hereafter be filed against their condominium unit.

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

10. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him in connection with any proceeding to which he may be a party, or in which he may become involved, by reason of his being or having been a director or officer of the Association, or any settlement thereof, whether or not he 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 duties; provided that in the event of a settlement the indemnification herein shall apply only when the board of directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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

<u>NAME</u>	<u>ADDRESS</u>
Frank J. Eicher	Highway 6 West Coralville, IA 52241

300

-12-

ARTICLE VIII

Maintenance, Alteration and Improvement

1. Definitions. Certain terms used in this Article shall have a meaning as set forth in this Declaration. However, any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.

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

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

2. Maintenance by Association.

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense except where maintenance has been specifically made the responsibility of each unit.

(b) The Association shall repair incidental damage caused to a unit through maintenance by the Association and shall assess the cost thereof as a common expense.

(c) If a unit owner defaults on his 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.

(d) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one unit and the cost thereof may be in the discretion of the Association either assessed against each unit on which such costs were incurred or assessed against all units as a common expense according to the circumstances.

3. Maintenance by Owner.

(a) Each unit owner at his own expense shall maintain the interior, including the boundary surfaces, of such unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating, painting and other

301

-13-

finishing which may at any time be necessary to maintain his unit, and shall be responsible for the maintenance of all personalty including carpets, furnishings, and appliances within such unit.

(b) The owner of each unit shall be responsible for maintaining the plumbing and lighting fixtures located within the unit and the furnace, air conditioning unit, and air conditioning unit pad serving such unit, together with all electrical connections thereto servicing said unit, even though situated outside the unit. The owner of each unit shall also be responsible for maintaining the heating ducts and all other utilities including electrical fixtures or portions thereof located within the boundaries of his unit. The owner shall also, at his own expense, keep in a clean and sanitary condition his unit, and any patio or storage place which is for the exclusive use of his unit. Neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in such storage places.

(c) The unit owner shall maintain, at his expense, any improvement or other alteration made by him.

(d) The owner of each unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

4. Alterations or Improvements by Owner. No unit owner shall make or permit to be made any structural alteration to 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 number of ownership interests appurtenant to such unit.

5. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors the common elements shall require additions, alterations or improvements costing in excess of \$1,000.00 and the making of such

302

-14-

additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge. Any additions, alterations or improvements costing \$1,000.00 or less may be made by the Board of Directors without approval of unit owners, and the cost thereof shall constitute part of the common expenses.

ARTICLE IX

Conditions of and Restrictions on Ownership, Use and Enjoyment

1. Property Subject to Certain Provisions. The ownership, use, occupation, and enjoyment of each unit and of the common elements of the regime shall be subject to the provisions of the Bylaws and the Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all units and the owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

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

(a) A unit shall be used or occupied for single family dwelling purposes only.

(b) A condominium may be rented or leased by the owner or his lessee provided the entire unit is rented, the occupancy is only by the lessee and his family or sublessee and his family and the period of rental is at least one month unless some other period is established in the regulations or Bylaws of the Association. 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.

303

-15-

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

(e) Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his 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 give notice to the Association of every lien against his unit, other than permitted mortgages, taxes, and Association assessments, and of any suit or other proceeding which may affect the title to his unit within ten days after the lien attaches or the owner receives notice of such suit.

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

(j) 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.

(k) The Board of Directors shall have the power to designate parking spaces for the use of each unit owner and shall also have the power to designate who may use the storage areas located in the various buildings and the purposes for which said storage areas may be used.

304

-16-

3. No Waiver. Failure of the Association or any owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the Code of Iowa (1983), this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE X

Insurance and Casualty

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

2. Fire and Casualty. Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominium association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as 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

305

-17-

in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association and Declarant, so long as Declarant is the owner of any of the units in the project. The Declarant shall notify the insurance carrier of any change in ownership of a unit until such time as the Declarant shall no longer own 10% or more of the units at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

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

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

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

6. Loss Adjustment. The Board is hereby appointed the attorney in fact for all owners to negotiate loss adjustment on

306

-18-

the policy or policies carried under clauses 1, 2, 3 and 5 above.

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

(a) Partial Destruction of Common Elements. If the damaged improvement is a common element, the Board of Directors of the Association may without further authorization contract to repair or rebuild the damaged portion of the common element substantially in accordance with the original plans and specifications thereof.

(b) Partial Destruction of Units and Common Elements. In the event of damage to, or destruction of, any unit or units with accompanying damage to the common elements but the total destruction or damage does not represent sixty percent (60%) or more of the buildings in the regime and the cost of repairing or rebuilding said damaged area does not exceed the amount of available insurance proceeds for said loss by more than \$20,000.00, the Board of Directors of the Association shall immediately contract to repair or rebuild the damaged portion of the unit or units and the common elements substantially in accordance with the original plans and specifications. If the cost to repair or rebuild exceeds available insurance by \$20,000.00, then owners of the individual units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within 30 days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

(c) Total Destruction. In the event of sixty percent (60%) or more damage to, or destruction of, the buildings in the regime by fire or other casualty, the owners of the individual units, by vote of not less than a majority of those present and entitled to vote, in person

307

-19-

or by proxy, at a duly constituted owners' meeting held within 30 days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction, or whether said project shall be sold; provided, however, that such determination shall be subject to the express written approval of all record owners of mortgages upon any part of the Regime.

In the event of a determination to rebuild or repair, the Board shall have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

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

(d) In the event that the common area is repaired or reconstructed pursuant to the provisions of paragraphs (a), (b) or (c) of this clause and there is any deficiency between the insurance proceeds paid for the damage to the common area and the contract price for repairing or rebuilding the common area, the Board shall levy a special assessment against each owner in proportion to his fractional interest of ownership in the common area to make up such deficiency. If any owner shall fail to pay said special assessment or assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund, and the remaining owners shall be entitled to the same remedies as those provided in Article VII of this Declaration, covering a default of any owner in the payment of maintenance charges.

308

-20-

(e) In the event of a dispute among the owners and/or mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association.

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

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

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

ARTICLE XI

Termination

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

(a) Destruction. In the event it is determined in the manner elsewhere provided that the 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 (1983).

(b) Agreement. The condominium may be terminated at any time by the approval, in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa (1983). 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

309

-21-

may be necessary to effect the sale of the project when at a meeting duly convened of the Association, the owners of 100% of the voting power, and all record owners of mortgages upon units in the Regime, elect to terminate and/or sell the project.

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

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

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

(b) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the fractional interest previously owned by such owner in the common area and facilities;

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

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

ARTICLE XII

Amendments and Miscellaneous

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

310

-22-

(a) Notice. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the Bylaws of the Association.

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere, the resolution must be adopted by a vote of not less than 66-2/3% of all owners present and entitled to vote, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the Bylaws of the Association shall affect the rights of the holder of any such mortgage recorded prior to the recording of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

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

(d) Execution and Recording. An amendment adopted pursuant to (b) or (c) above shall be executed by an officer specifically delegated to do so with the formalities required by Chapter 499B of the Code of Iowa (1983). Upon the recording of such instrument in the office of the Johnson County Recorder, the same shall be effective against any persons owning an interest in a unit or the regime.

2. Amendment of Ownership Interest. No amendment shall change the fractional interest of ownership in the common elements appurtenant to a unit, nor increase the owner's share of the common expenses unless the record owner of the unit concerned and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

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

SEVILLE CORPORATION

(Corporate Seal)

CORPORATE SEAL

By: Frank J. Eicher
Frank J. Eicher,
President and Secretary

311

-23-

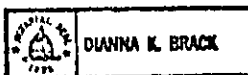
STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 1st day of May, 1984, before me, a Notary Public in and for said County and State, personally appeared Frank J. Eicher, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said Corporation, that the seal affixed to said instrument is the seal of said Corporation, and that said instrument was signed and sealed on behalf of the said Corporation by authority of its Board of Directors and the said Frank J. Eicher acknowledged the execution of said instrument to be the voluntary act and deed of said Corporation by it voluntarily executed.

Dianna K. Brack
Notary Public in and for the
State of Iowa.

My commission expires 9/28/86

12/1-01-1



312

OAKWOOD VILLAGE CONDOMINIUMS

Exhibit "C"

DESCRIPTION OF LAND, UNITS AND OWNERSHIP
INTERESTS IN COMMON ELEMENTS

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

Commencing at the Northwest corner of Section 6, Township 79 North, Range 6 West of the 5th. Principal Meridian; Thence N90°00'00"E, 1679.6 feet along the North line of said Section 6 to the Point of Beginning; Thence S88°46'27"E, 325.00 feet; Thence S15°20'41"W, 817.31 feet; Thence S79°36'00"W, 400.00 feet; Thence N18°10'55"E, 912.89 feet to the Point of Beginning. Said tract containing 289,143 square feet more or less.

2. Description of Units and Ownership Interests. The Ownership Interests in the Common Elements (also determinative of the pro rata share of the common expenses) and a description of each unit in the condominium regime is set forth below.

<u>Building No.</u>	<u>Unit No.</u>	<u>Number of Bedrooms</u>	<u>Square Feet</u>	<u>Percentage Interest in General Common Elements</u>
1	107	1	561	.51551%
	108	1	561	.51551%
	109	1	561	.51551%
	110	1	561	.51551%
	101	3	959	.88123%
	102	1	612	.56237%
	103	3	959	.88123%
	104	1	612	.56237%
	105	2	1037	.95291%
	106	2	1037	.95291%

313

-2-

<u>Building No.</u>	<u>Unit No.</u>	<u>Number of Bedrooms</u>	<u>Square Feet</u>	<u>Percentage Interest in General Common Elements</u>
2	203	2	855	.78567%
	204	2	855	.78567%
	205	2	855	.78567%
	206	2	855	.78567%
	202	2	1037	.95291%
	207	2	1037	.95291%
	201	3	1210	1.11188%
	208	3	1210	1.11188%
3	301	1	561	.51551%
	302	1	561	.51551%
	303	1	561	.51551%
	304	1	561	.51551%
4	401	2	855	.78567%
	402	2	855	.78567%
	405	2	855	.78567%
	406	2	855	.78567%
	407	2	855	.78567%
	408	2	855	.78567%
	403	2	860	.79026%
	404	2	860	.79026%
5	503	2	855	.78567%
	504	2	855	.78567%
	505	2	855	.78567%
	506	2	855	.78567%
	502	2	1037	.95291%
	507	2	1037	.95291%
	501	3	1210	1.11188%
	508	3	1210	1.11188%
6	601	1	561	.51551%
	602	1	561	.51551%
	603	1	561	.51551%
	604	1	561	.51551%
7	703	2	855	.78567%
	704	2	855	.78567%
	705	2	855	.78567%
	706	2	855	.78567%
	702	2	1037	.95291%
	707	2	1037	.95291%
	701	3	1210	1.11188%
	708	3	1210	1.11188%

314

-3-

<u>Building No.</u>	<u>Unit No.</u>	<u>Number of Bedrooms</u>	<u>Square Feet</u>	<u>Percentage Interest in General Common Elements</u>
8	801	2	855	.78567%
	802	2	855	.78567%
	803	2	855	.78567%
	804	2	855	.78567%
	805	2	1037	.95291%
	806	3	1210	1.11188%
9	905	2	855	.78567%
	906	2	855	.78567%
	901	2	860	.79026%
	902	2	860	.79026%
	903	2	860	.79026%
	904	2	860	.79026%
	907	2	860	.79026%
	908	2	860	.79026%
10	1003	2	855	.78567%
	1004	2	855	.78567%
	1005	2	855	.78567%
	1006	2	855	.78567%
	1002	2	1037	.95291%
	1007	2	1037	.95291%
	1001	3	1210	1.11188%
	1008	3	1210	1.11188%
11	1101	1	561	.51551%
	1102	1	561	.51551%
	1103	1	561	.51551%
	1104	1	561	.51551%
12	1203	2	855	.78567%
	1204	2	855	.78567%
	1205	2	855	.78567%
	1206	2	855	.78567%
	1202	2	1037	.95291%
	1207	2	1037	.95291%
	1201	3	1210	1.11188%
	1208	3	1210	1.11188%
14	1401	1	561	.51551%
	1402	1	561	.51551%
	1403	1	561	.51551%
	1404	1	561	.51551%
	1405	2	707	.64967%
	1406	2	707	.64967%
	1407	2	707	.64967%
	1408	2	707	.64967%

315

-4-

<u>Building No.</u>	<u>Unit No.</u>	<u>Number of Bedrooms</u>	<u>Square Feet</u>	<u>Percentage Interest in General Common Elements</u>
15	1505	1	561	.51551%
	1506	1	561	.51551%
	1507	1	561	.51551%
	1508	1	561	.51551%
	1513	1	561	.51551%
	1514	1	561	.51551%
	1515	1	561	.51551%
	1516	1	561	.51551%
	1501	2	707	.64967%
	1502	2	707	.64967%
	1503	2	707	.64967%
	1504	2	707	.64967%
	1509	3	959	.88123%
	1510	1	612	.56237%
	1511	3	959	.88123%
	1512	1	612	.56237%
16	1603	2	855	.78567%
	1604	2	855	.78567%
	1605	2	855	.78567%
	1606	2	855	.78567%
	1602	2	1037	.95291%
	1607	2	1037	.95291%
	1601	3	1210	1.11188%
	1608	3	1210	1.11188%
17	1703	2	855	.78567%
	1704	2	855	.78567%
	1705	2	855	.78567%
	1706	2	855	.78567%
	1702	2	1037	.95291%
	1707	2	1037	.95291%
	1701	3	1210	1.11188%
	1708	3	1210	1.11188%
18	1803	1	561	.51551%
	1804	1	561	.51551%
	1805	1	561	.51551%
	1806	1	561	.51551%
	1801	2	1037	.95291%
	1802	2	1037	.95291%

12/1-01-4

316

EXHIBIT "E"

Dec 12 1983

ARTICLES OF INCORPORATION

OF

OAKWOOD VILLAGE OWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Iowa Nonprofit Corporation Act under Chapter 504A of the 1983 Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

Name and Principal Office

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

ARTICLE II

Corporate Existence

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

ARTICLE III

Purposes and Powers

(A) The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of that certain horizontal property regime (condominium) created and submitted pursuant to the provisions of Chapter 499B of the 1983 Code of Iowa, as amended, known as Oakwood Village Condominiums and to be located on all or certain portions of real estate situated in Coralville, Johnson County, Iowa.

The corporation shall have all powers and purposes granted or implied to a council of co-owners under the provisions of Chapter 499B of the 1983 Code of Iowa, as amended, and as are granted or implied by the Declaration of Condominium establishing said condominium regime, and all of such powers shall likewise constitute lawful purposes of the corporation.

(B) The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall be

317

365

6757

1983 DEC -9 AM 8:06
JOHN E. DONNELL
RECORDER
JOHNSON CO., IOWA

-2-

consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation shall make no distribution of income to its members, directors or officers.

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

ARTICLE IV

Registered Office and Agent

The address of the initial registered office of the corporation is P. O. Box 5842, Coralville, Iowa, and the name of its initial registered agent at such address is Frank J. Eicher.

ARTICLE V

Board of Directors

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

<u>NAME</u>	<u>ADDRESS</u>
Frank J. Eicher	P. O. Box 5842 Coralville, IA 52241

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

ARTICLE VI

Bylaws

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

366

318

33

-3-

ARTICLE VII

Members and Voting

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

ARTICLE VIII

Distribution of Assets Upon Liquidation

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

ARTICLE IX

Amendment

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

ARTICLE X

Incorporator

The name and address of the incorporator is Frank J. Eicher, P. O. Box 5842, Coralville, Iowa.

DATED this 8th day of Nov., 1983.

Frank J. Eicher
FRANK J. EICHER,
Incorporator

367

319

21

-4-

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 8th day of Nov, 1983, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared Frank J. Eicher, to me known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same as his voluntary act and deed.

Thomas M. Eicher
Notary Public in and for the
State of Iowa. 9/23/84

NOTARIAL SEAL

368

OFFICE OF THE SECRETARY OF STATE			
Des Moines, Iowa			
This instrument recorded in Book	H-42, Page 22	Nov. 17	1983
Expires	Perpetual	File No.	133453
Filed in	Michael W. Keimel, Atty.	PO Box 2000	Des Moines, Iowa, IA 50319
Filing Fee	\$20	Recording Fee	\$1.00

320

25

EXHIBIT "F"

BYLAWS

OF

OAKWOOD VILLAGE OWNERS ASSOCIATION

These are the Bylaws of Oakwood Village Owners Association (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504A of the 1983 Code of Iowa, as amended, for the purpose of administering Oakwood Village Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 1983 Code of Iowa, as amended, located on the following-described real estate in Johnson County, Iowa:

Commencing at the Northwest corner of Section 6, Township 79 North, Range 6 West of the 5th. Principal Meridian; Thence N90°00'00"E, 1679.6 feet along the North line of said Section 6 to the Point of Beginning; Thence S88°46'27"E, 325.00 feet; Thence S15°20'41"W, 817.31 feet; Thence S79°36'00"W, 400.00 feet; Thence N18°10'55"E, 912.89 feet to the Point of Beginning. Said tract containing 289,143 square feet more or less.

I. MEMBERS AND VOTING RIGHTS

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

2. An owner of record shall be recognized as a member without further action for so long as he holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Asso-

ciation. Failure to provide such evidence shall not, however, relieve an owner of his ownership obligations. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he represents.

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

4. The owners of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the 1983 Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. MEMBERS' MEETINGS

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

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

3. The Secretary or his designate shall give written notice to each member of the annual meeting. The person or

persons calling a special meeting pursuant to Paragraph 2 hereof shall be given like written notice of such special meeting. Notice shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

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

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

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

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

- A. Election of Chairman, if required.
- B. Calling roll and certification of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of any unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of committees, if applicable.
- G. Election of Directors, if applicable
- H. Unfinished business.
- I. New Business.
- J. Adjournment.

III. BOARD OF DIRECTORS

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

2. At the first annual members' meeting and at each annual meeting thereafter, five (5) directors shall be elected and the term of office of each director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided. For so long as Declarant owns 10 percent of the Units at the time such directors are to be elected, Declarant shall have the right to elect or appoint a majority of the members of the Board, who need not be Unit Owners, and thereafter shall be entitled to elect or appoint at least one member of the Board until all Units have been sold by Declarant. Directors appointed by the Declarant shall have the same voting rights as Directors elected by the members.

3. Each director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to

vote for as many nominees as there are vacancies to be filled by election and each director shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.

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

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

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

7. An organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary. An organization meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of ninety percent (90%) of all the units in the regime.

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

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

number of Directors is required by the declaration or these Bylaws.

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

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

IV. POWERS AND DUTIES OF THE
BOARD OF DIRECTORS

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

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

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

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

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

5. The enforcement by legal means of the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.

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

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

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

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

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

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

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

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices shall be filled by one person, who need not be either a director or member, all such officers shall be elected annually by the Board of Directors and may be preemptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and

shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

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

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

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

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

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

VI. FISCAL MANAGEMENT

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

provide and maintain funds for the following accounting categories according to good accounting practices:

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

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

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

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

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

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

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

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

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

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the 1983 Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser or their successors or assigns, shall be liable for the assessments chargeable to such unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, and their successors and assigns. The owner of a unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

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

9. An audit of the accounts of the Association shall be made annually by a Certified Public Accountant and a copy of the report shall be furnished to each member not later than sixty (60) days after the close of the fiscal year for which the report is made.

VII. AMENDMENT

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of 66-2/3% of all votes entitled to be cast; provided, however, no amendment

331

effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

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

3. To the extent provided in Section 499B.14 of the 1983 Code of Iowa, as amended, no modification nor amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

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

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

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

4. The Association shall promulgate such Rules and Regulations as it deems to be in the best interest of all owners

332

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

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

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

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

8. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the 1983 Code of Iowa, as amended, shall continue for a period longer than the life of the last to survive of the owners or partners of the Declarant, and his children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one years thereafter.

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

333

IX. DEFINITIONS

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

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.
2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns or holds for himself an interest in one or more units subject to the Regime provided that the holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.
3. Unit. The term "unit" means each unit subjected to the Regime of one or more rooms intended for use as a residence.
4. Common expenses. The term "common expenses" shall include:
 - (a) expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.
 - (b) expenses declared common expenses by the Declaration or these Bylaws.
 - (c) any valid charge against the Regime as a whole.
5. Singular, plural and gender. Whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

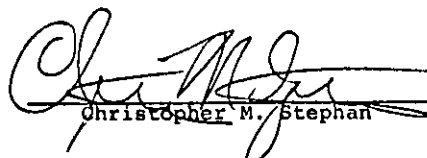
12/1-01-2

334

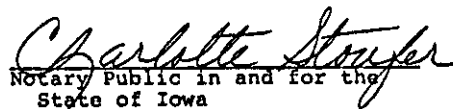
Exhibit "G"

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

I, Christopher M. Stephan, being first duly sworn on oath do depose and state that I am a Professional Engineer authorized and licensed to practice my profession in the State of Iowa. I do further depose and state that the building plans attached to the Declaration of Condominium of Oakwood Village Condominiums to which this Exhibit is attached are to the best of my knowledge and belief a proper representation of the buildings as constructed.


Christopher M. Stephan

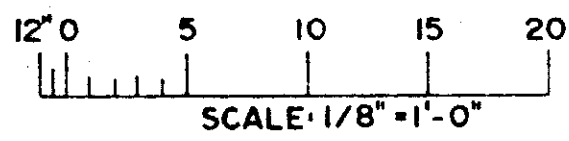
Subscribed and sworn to before me by Christopher M. Stephan, this 1st day of May, 1984.


Notary Public in and for the
State of Iowa

12/1-01-3

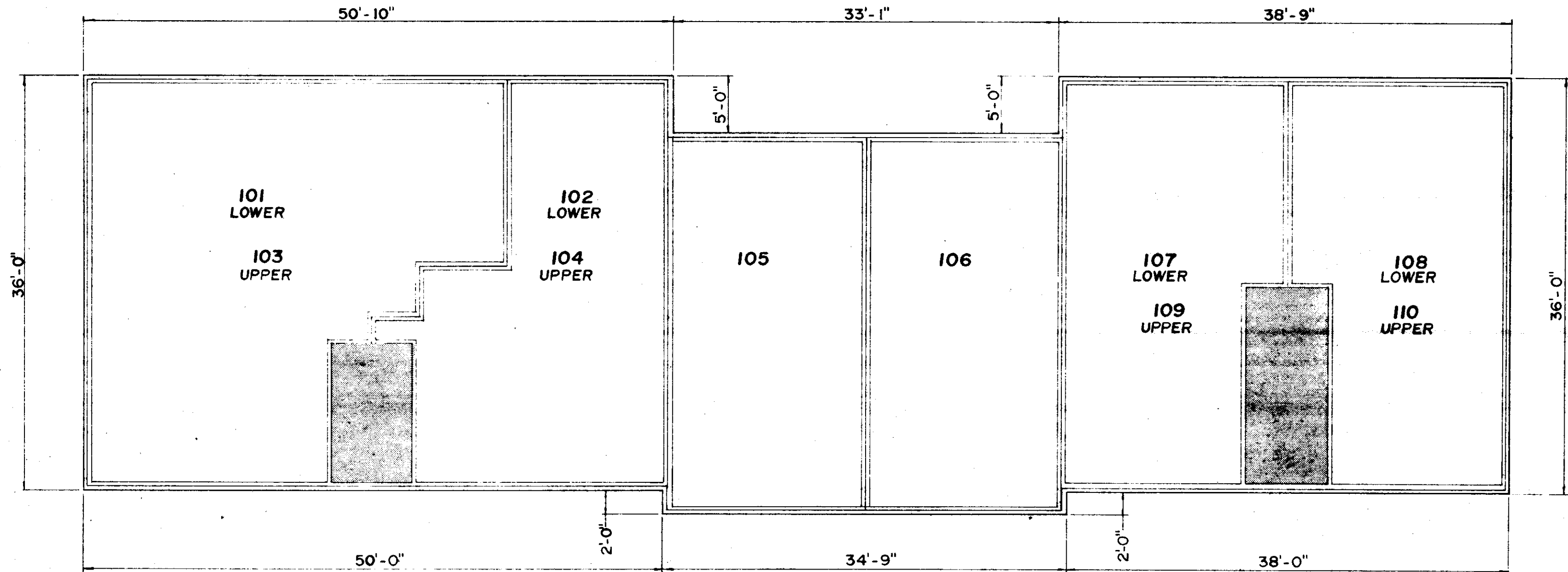
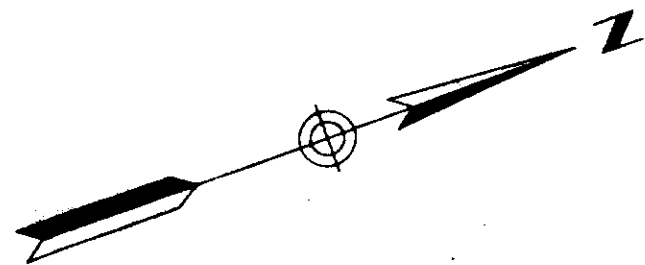
NOTARIAL SEAL

335



OAKWOOD VILLAGE CONDOS
DRAWER 22
Folder #2

OK 705 PL 290
(6.15.84)



Floor Plans for Units 101,102,103 and 104 are illustrated on
Sheet A-5
Floor Plans for Units 105 and 106 are illustrated on Sheet
A-6
Floor Plans for Units 107,108, 109 and 110 are illustrated on
Sheet A-1

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

CONSULTANTS
IOWA CITY, IOWA

BUILDING NO. 1
DIMENSION & UNIT LOCATION PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Designed by

Drawn by
CEL

Checked by

Date
9-30-83

Field Book Number

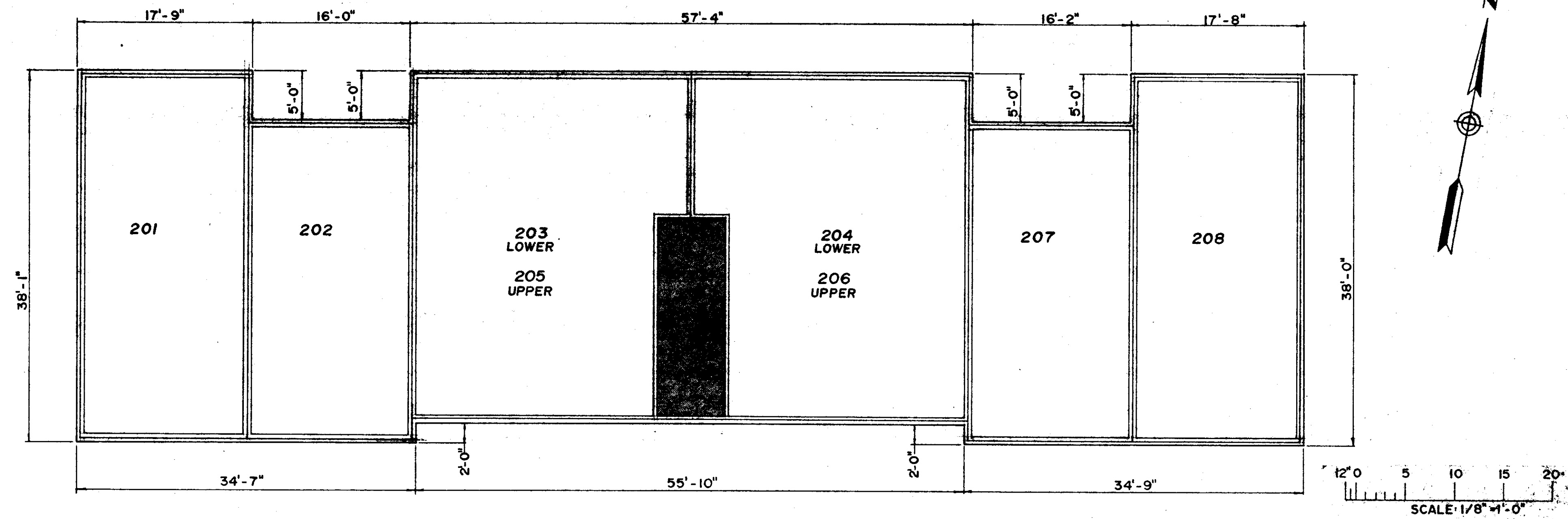
Scale
1/8" = 1'-0"

Sheet
**EXHIBIT
B-1**

or Sheets

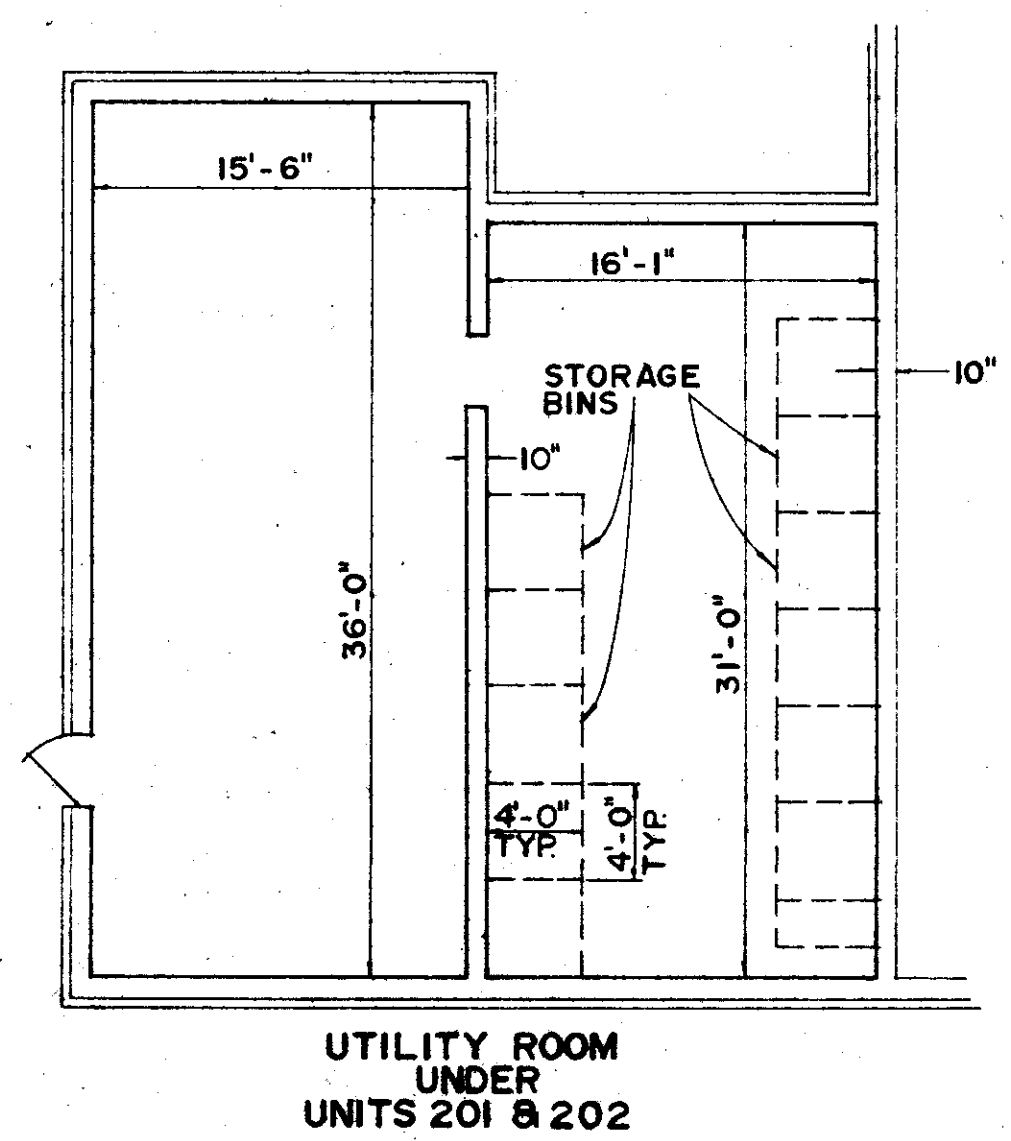
Project Number

1177-001



Floor Plans for Units 201 and 208 are illustrated on Sheet A-7.
Floor Plans for Units 202 and 207 are illustrated on Sheet A-6.
Floor Plans for Units 203, 204, 205 and 206 are illustrated on Sheet A-3.

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION



CONSULTANTS	
IOWA CITY, IOWA	
ENGINEERING · LAND SURVEYING · PLANNING · LANDSCAPE ARCHITECTURE	
Sheet Title	BUILDING NO. 2
Project Title	DIMENSION & UNIT LOCATION PLAN
Project No.	OAKWOOD VILLAGE
City	CORALVILLE, IOWA
Scale	1/8" = 1'-0"
Exhibit	B-2
Project Number	1177-001

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

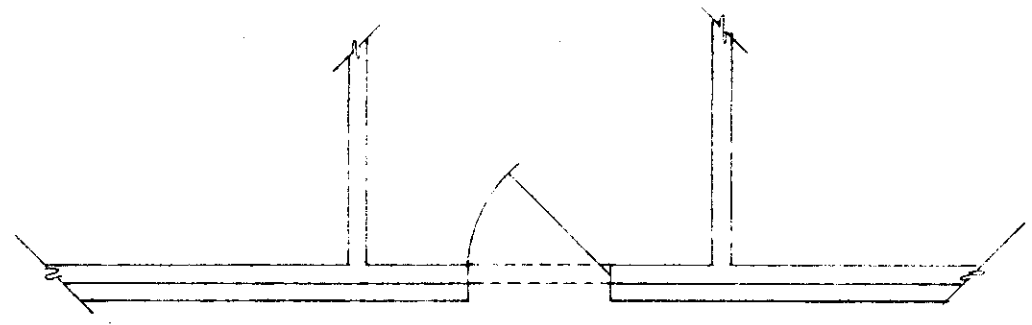
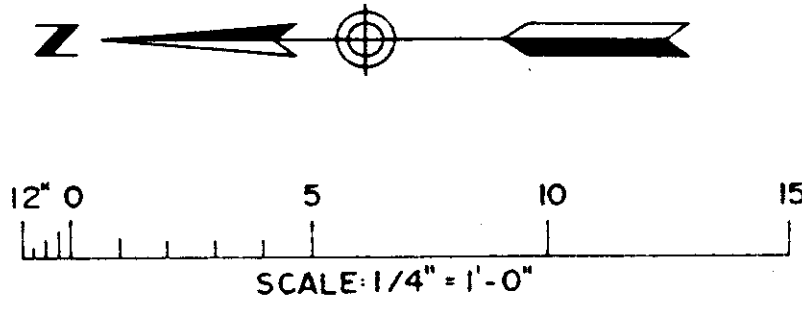
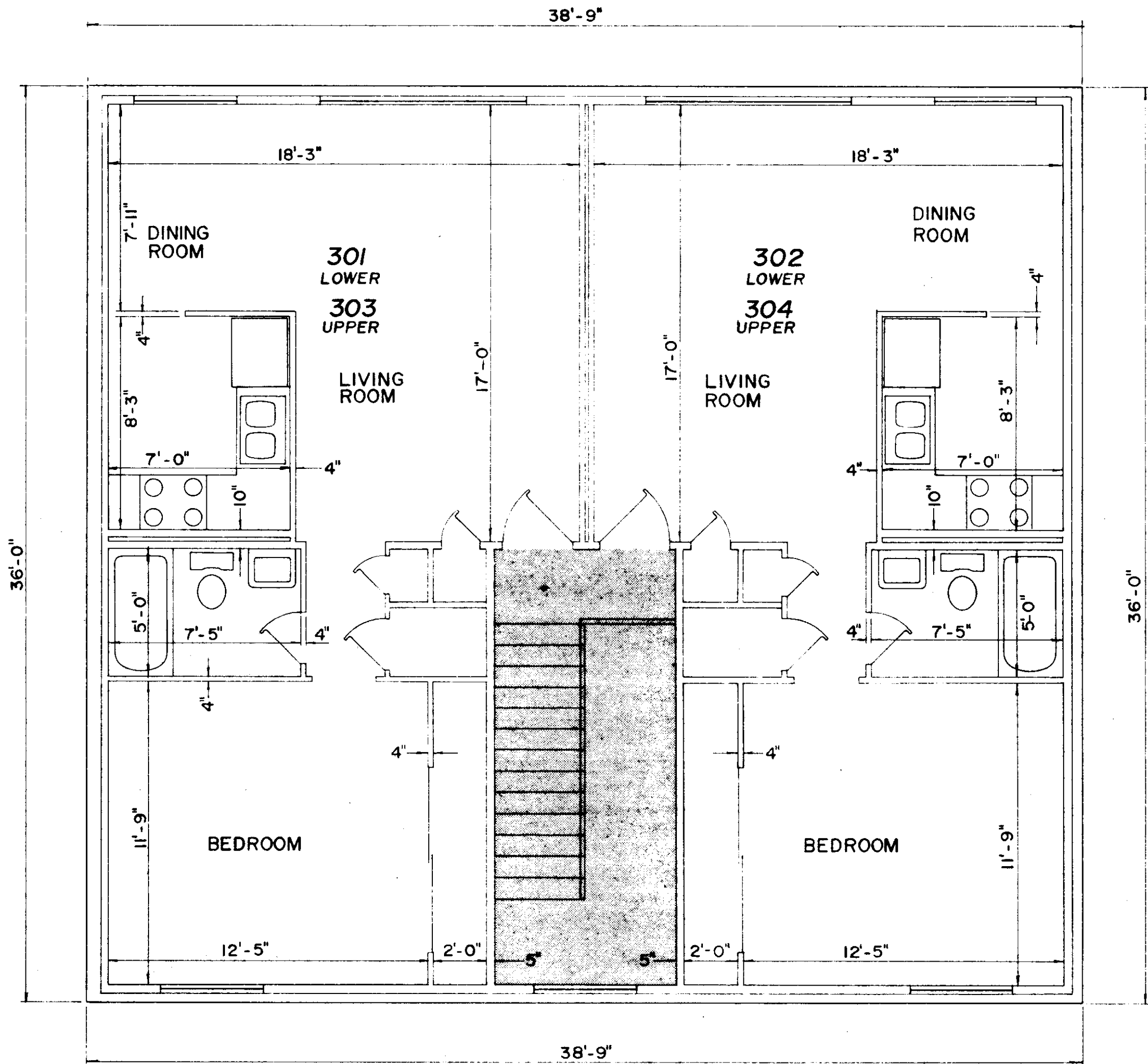
301 & 303 of BLDG. 3

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET.

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

302 & 304 of BLDG. 3

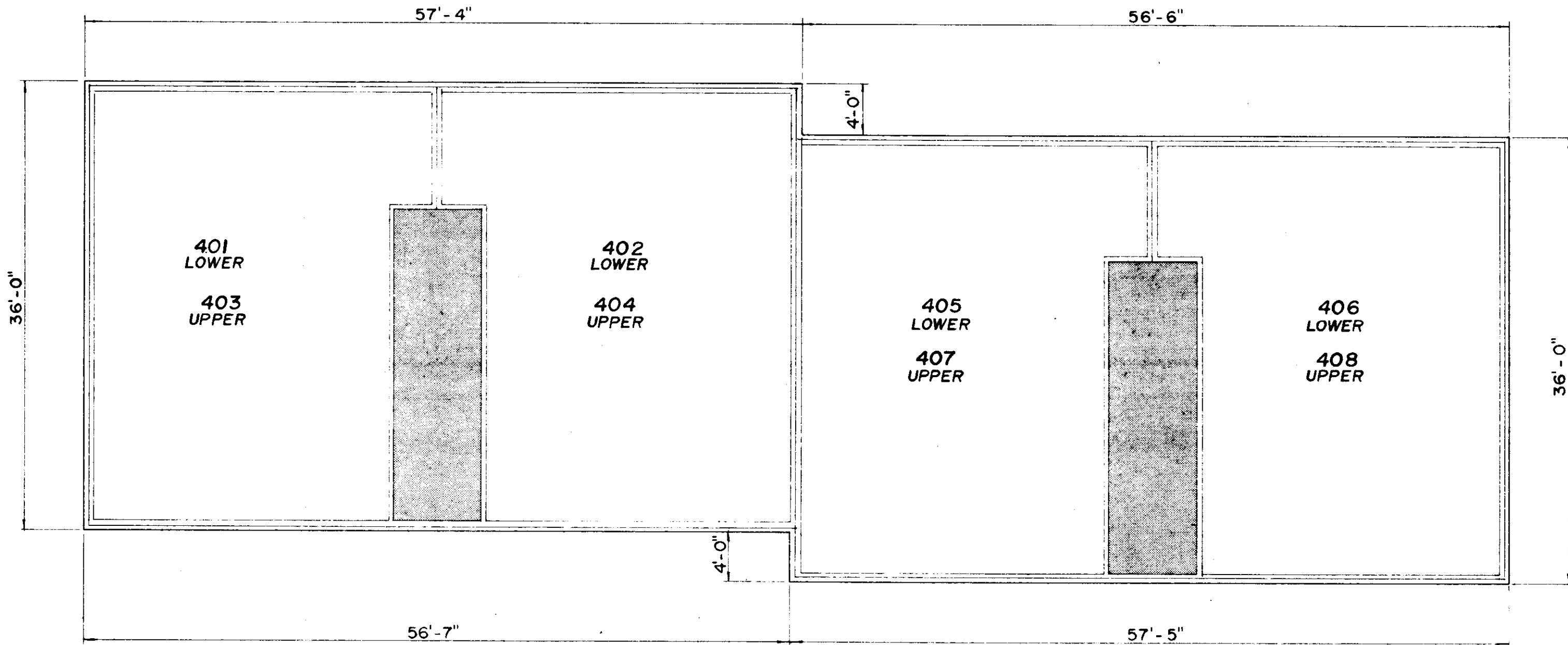
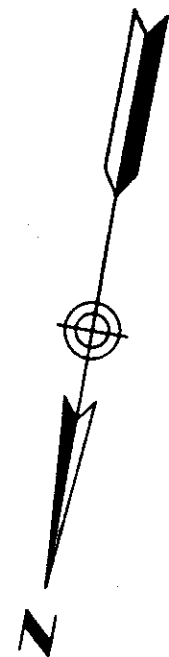
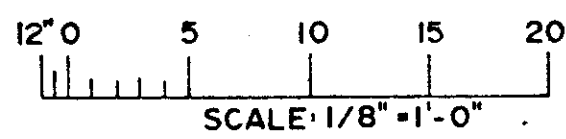
THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET.



LOWER LEVEL

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

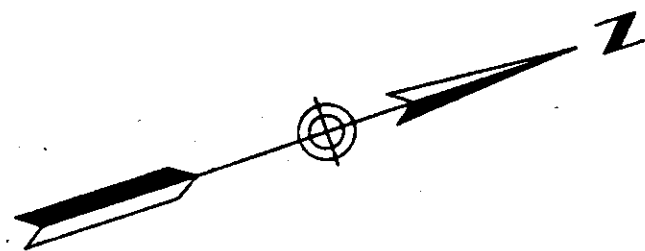
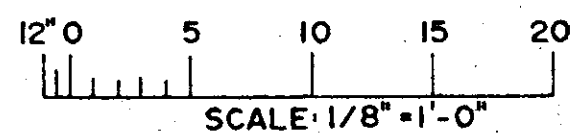
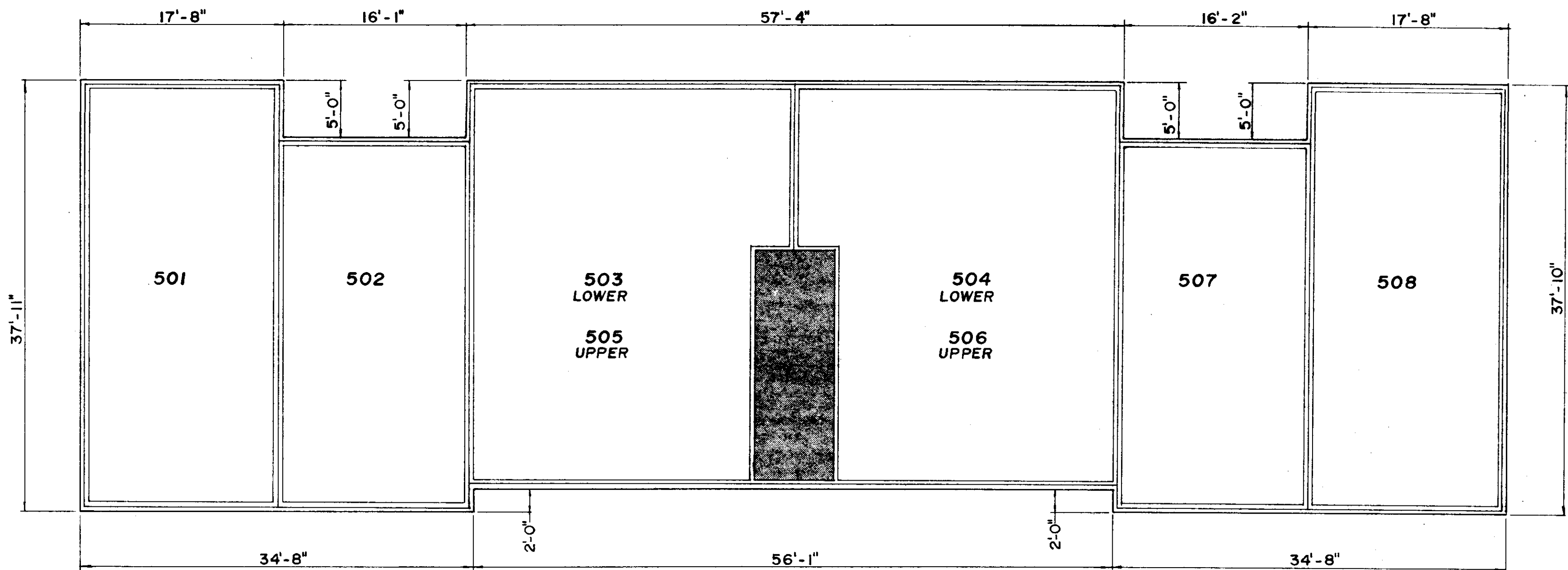
CONSULTANTS IOWA CITY, IOWA ENGINEERS - LAND SURVEYING - PLANNING - LANDSCAPE ARCHITECTURE - CONSULTANTS	
Sheet Title	BUILDING NO. 3 DIMENSION & UNIT FLOOR & LOCATION PLANS
Project Title	OAKWOOD VILLAGE CORALVILLE, IOWA
Designed by	
Drawn by	CEL
Checked by	
Date	9-30-83
Field Book Number	
Scale	1/4" = 1'-0"
Sheet	EXHIBIT B-3
of	Sheets
Project Number	1177-001



Floor Plans for Units 401 and 402 are illustrated on Sheet A-3
Floor Plans for Units 403 and 404 are illustrated on Sheet A-4
Floor Plans for Units 405, 406, 407 and 408 are illustrated on Sheet A-3

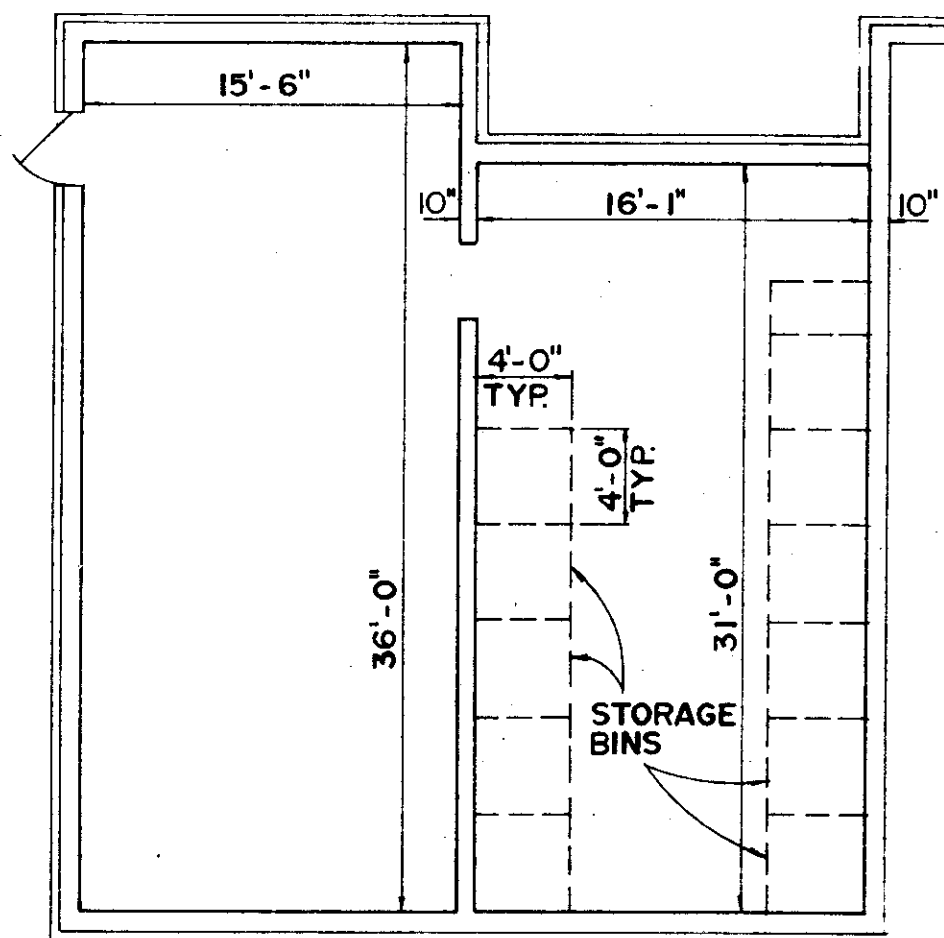
NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

CONSULTANTS IOWA CITY, IOWA ENGINEERING · LAND SURVEYING · PLANNING · LANDSCAPE ARCHITECTURE CONSULTANTS	
Remarks	
Date Revised	
Revision Number	
BUILDING NO. 4 DIMENSION & UNIT LOCATION PLAN	
OAKWOOD VILLAGE CORALVILLE, IOWA	
Sheet Title	Project Title
Designed by:	
Drawn by: CEL	
Checked by:	
Date: 9-30-83	
Field Book Number:	
Scale: 1/8" = 1'-0"	
Sheet EXHIBIT B-4	
of _____ Sheets	
Project Number:	



Floor Plans for Units 501 and 508 are illustrated on Sheet A-7
Floor Plans for Units 502 and 507 are illustrated on Sheet A-6
Floor Plans for Units 503, 504, 505 and 506 are illustrated on Sheet A-3

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION



UTILITY ROOM
UNDER
UNITS 501 & 502

CONSULTANTS	
IOWA CITY, IOWA	
ENGINEERS - LAND SURVEYING - PLANNING - LANDSCAPE ARCHITECT - J.E.	
CONSULTANTS	
Project Title	
Building No. 5	
Dimension & Unit Location Plan	
Oakwood Village	
Coralville, Iowa	
Designed by	
Drawn by	
CEL	
Checked by	
Date	
9-30-83	
Field Book Number	
Scale	
1/8" = 1'-0"	
Sheet	
EXHIBIT	
B-5	
of _____ Sheets	
Project Number	

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

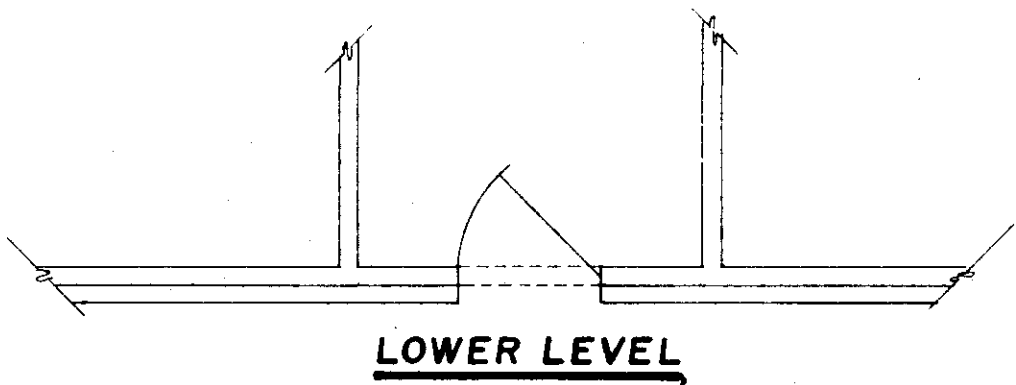
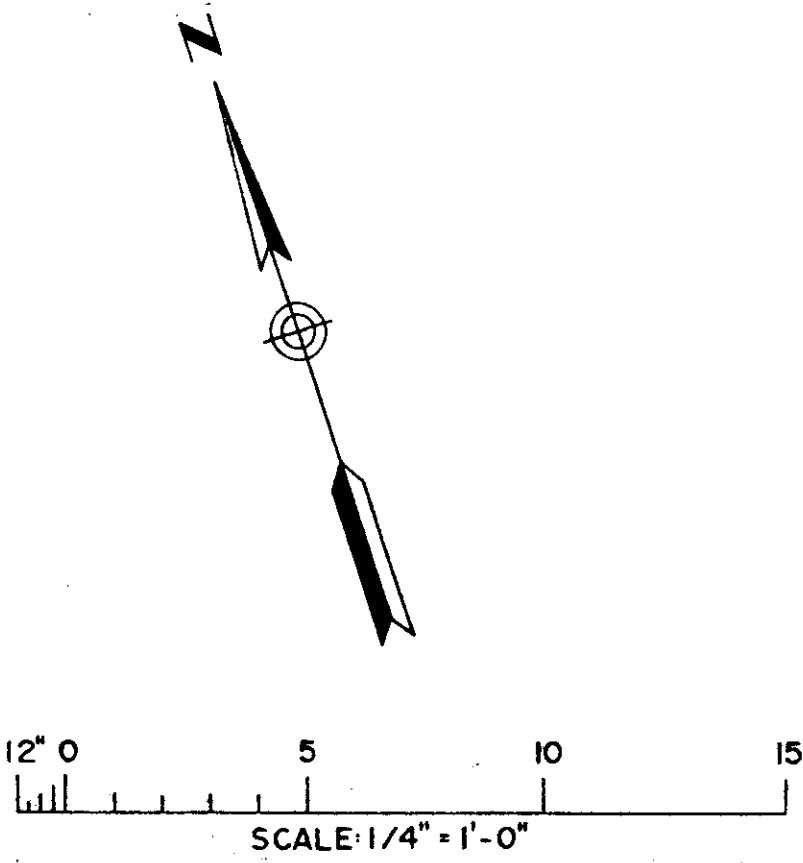
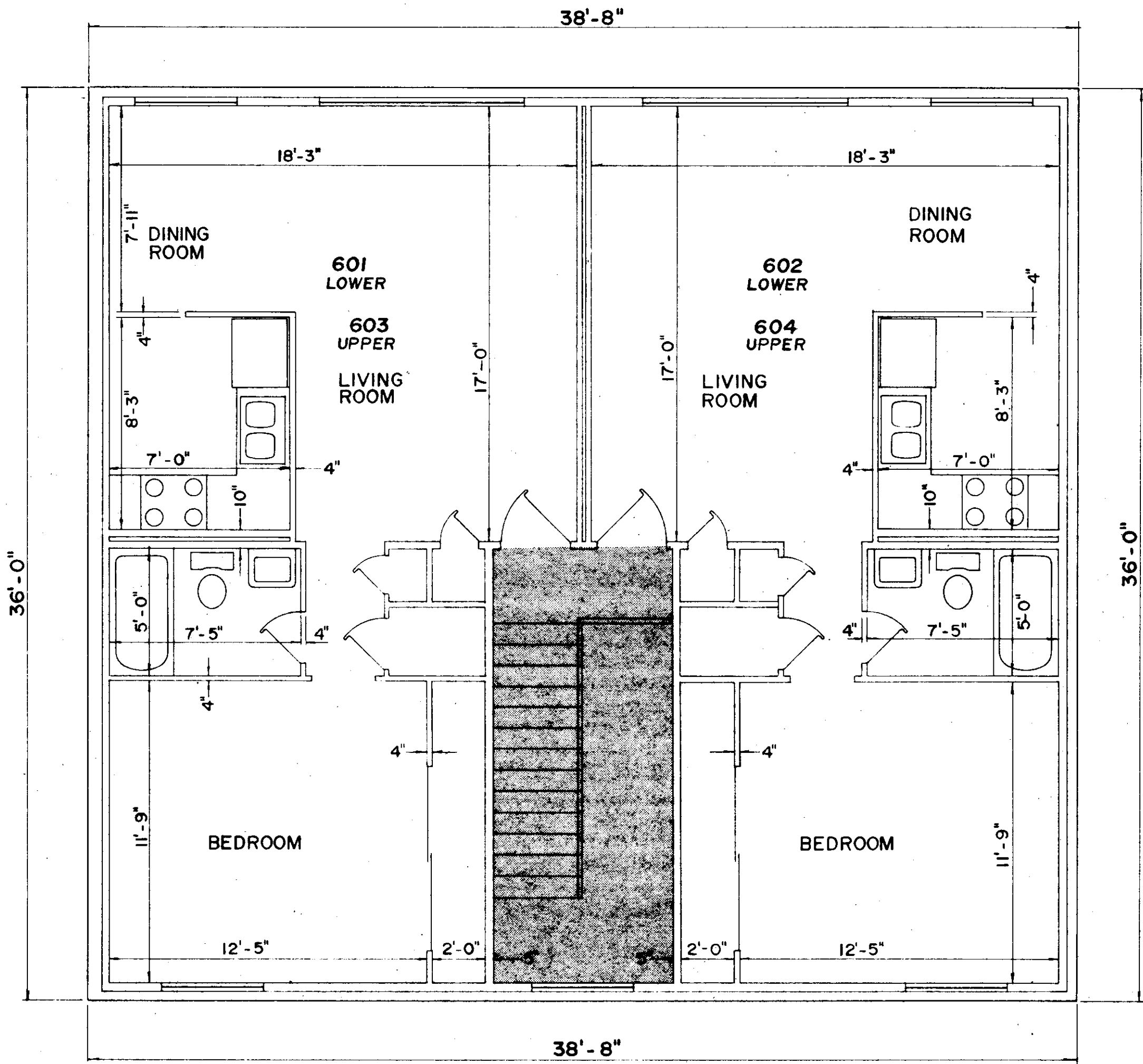
601 & 603 of BLDG. 6

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETS, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET.

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

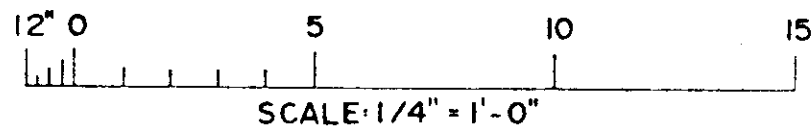
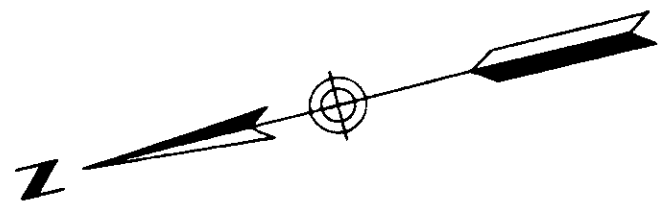
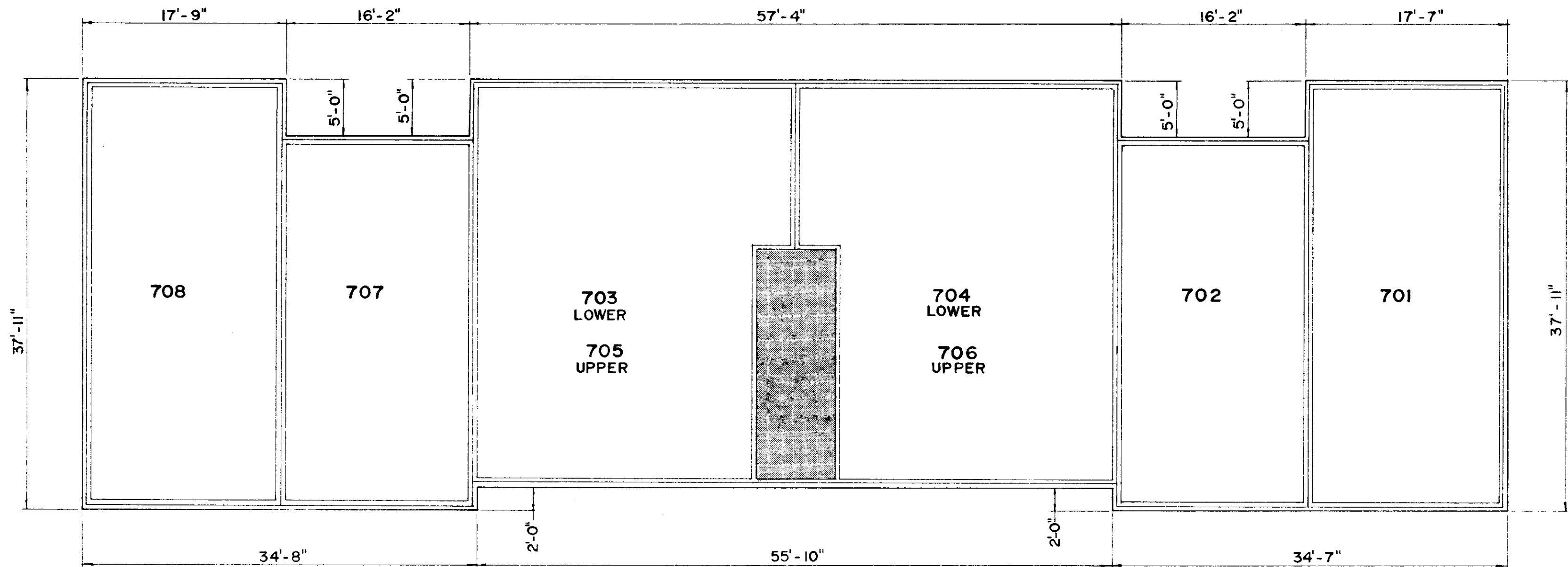
602 & 604 of BLDG. 6

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETS, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET.



NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

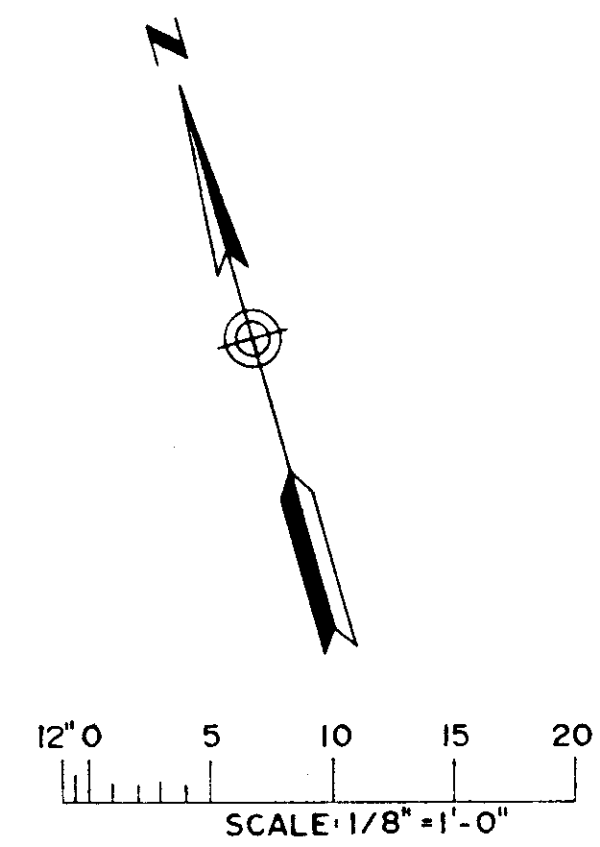
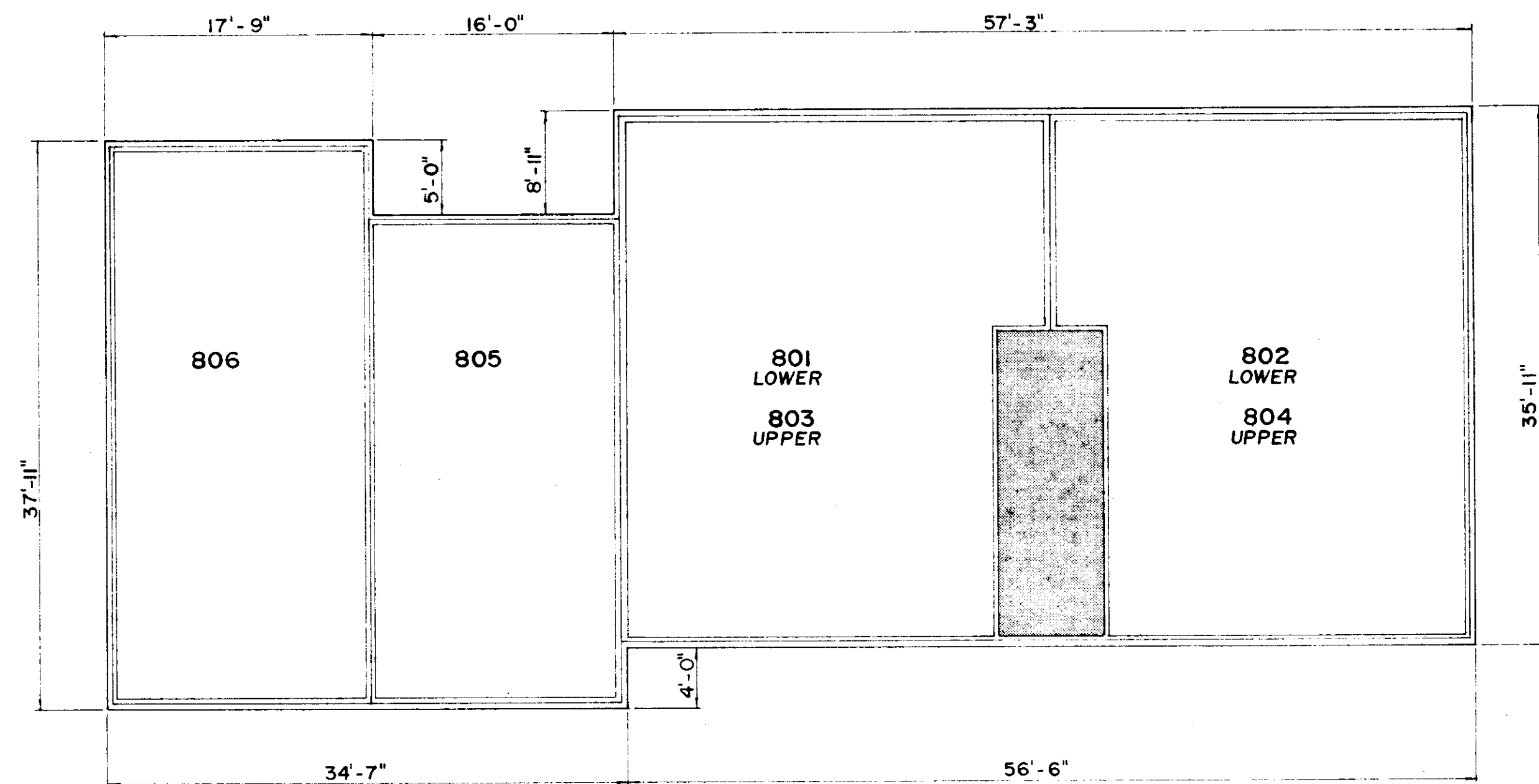
CONSULTANTS	
IOWA CITY, IOWA	
BUILDING NO. 6	
DIMENSION & UNIT FLOOR & LOCATION PLANS	
OAKWOOD VILLAGE	
CORALVILLE, IOWA	
Sheet Title	Project Title
Designed by	Drawn by
	CEL
Checked by	Date
	9-30-83
Field Book Number	Scale
	1/4" = 1'-0"
Sheet	EXHIBIT
	B-6
Project Number	Sheets



Floor Plans for Units 701 and 708 are illustrated on Sheet A-7
Floor Plans for Units 702 and 707 are illustrated on Sheet A-6
Floor Plans for Units 703, 704, 705 and 706 are illustrated on Sheet A-3

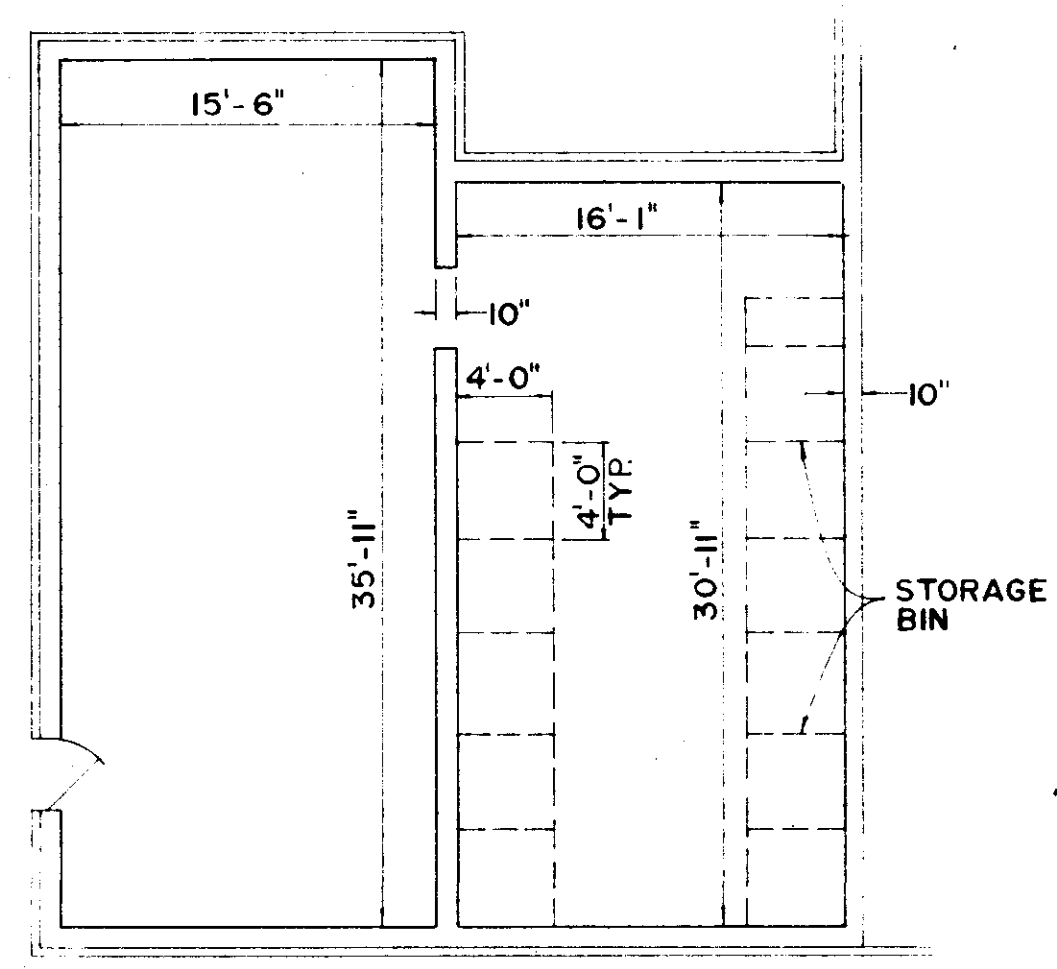
NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

Remarks	
Date Revised	
Revision Number	
CONSULTANTS IOWA CITY, IOWA ENGINEERING · LAND SURVEYING · PLANNING · LANDSCAPE ARCHITECTURE CONSULTANTS	
Sheet Title BUILDING NO. 7 DIMENSION & UNIT LOCATION PLAN	Project Title OAKWOOD VILLAGE CORALVILLE, IOWA
Designed by	
Drawn by CEL	
Checked by	
Date 9-30-83	
Field Book Number	
Scale 1/8" = 1'-0"	
Sheet EXHIBIT B-7	
Project Number	



Floor Plans for Unit 806 are illustrated on Sheet A-7
Floor Plans for Unit 805 are illustrated on Sheet A-6
Floor Plans for Units 801, 802, 803 and 804 are illustrated
on Sheet A-3

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

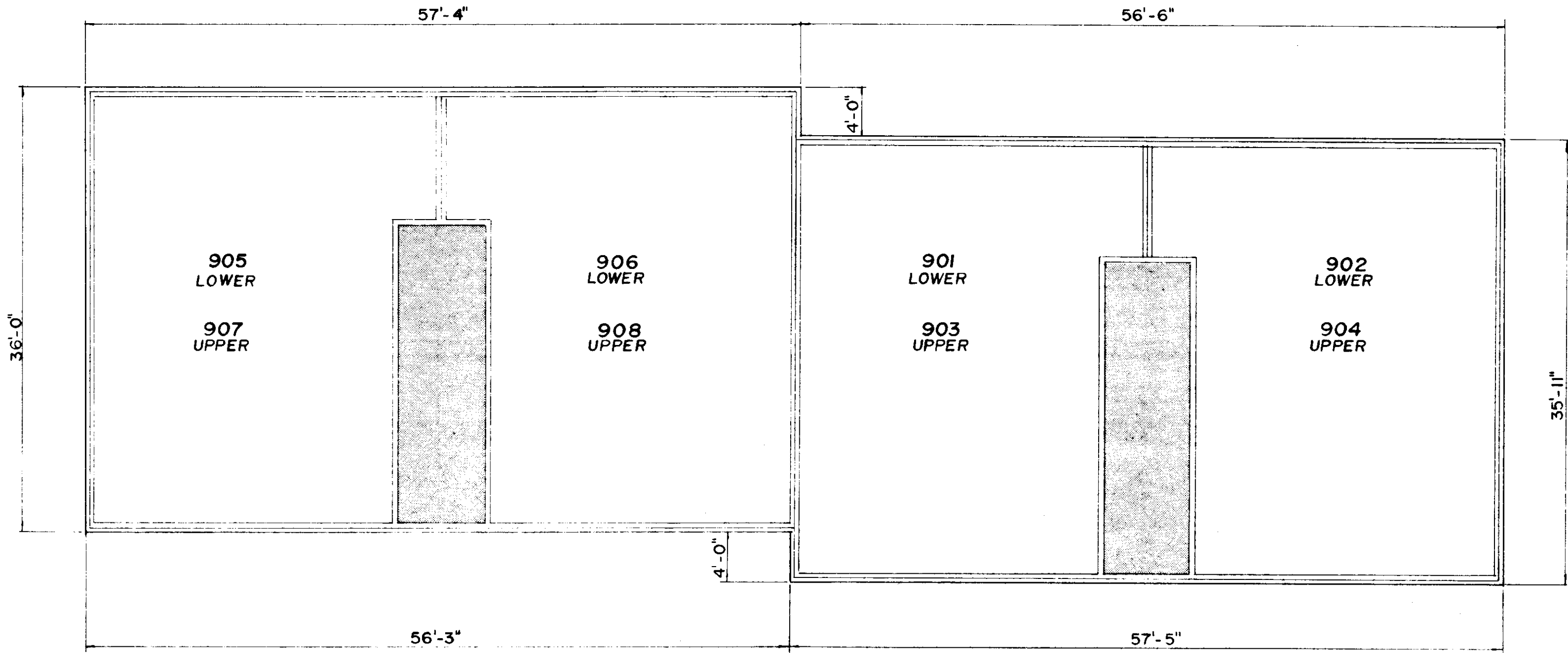
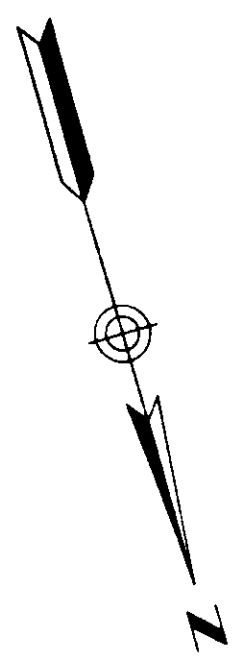
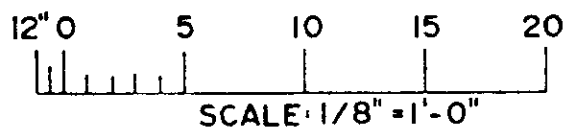


**UTILITY ROOM
UNDER
UNITS 805 & 806**

CONSULTANTS
IOWA CITY, IOWA
ENGINEERING · LAND SURVEYING · PLANNING · LANDSCAPE ARCHITECTURE
CONSULTANTS

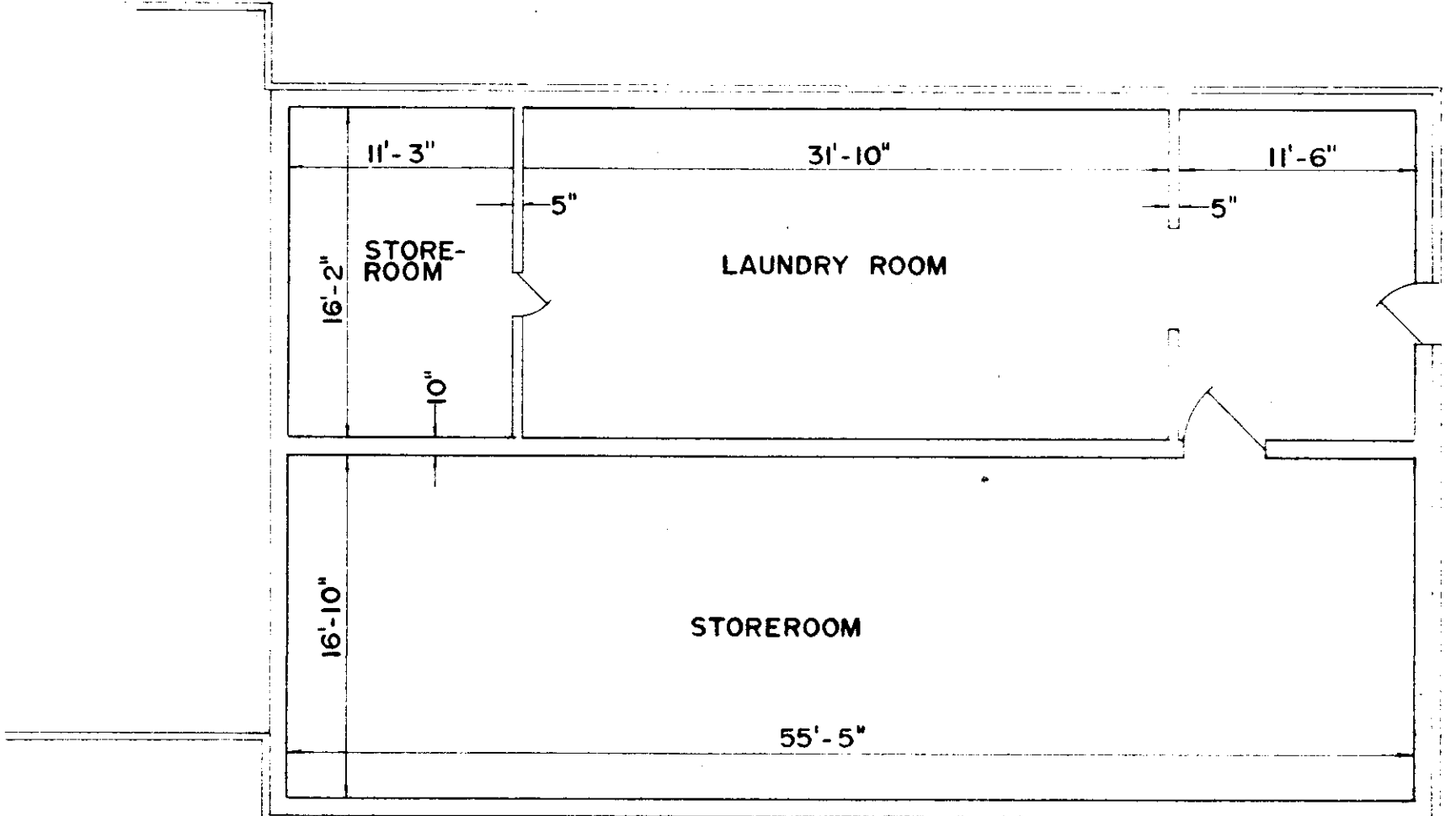
BUILDING NO. 8
DIMENSION & UNIT LOCATION PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Designed by
Drawn by **CEL**
Checked by
Date: **9-30-83**
Field Book Number:
Scale: **1/8" = 1'-0"**
Sheet **EXHIBIT B-8**
of _____ Sheets
Project Number: **1177-001**



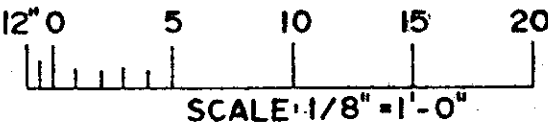
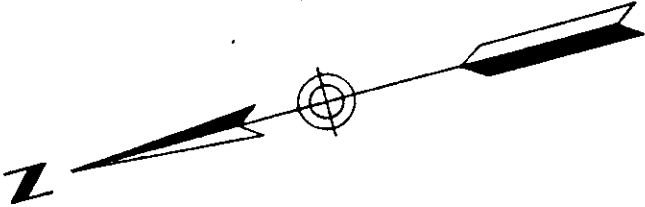
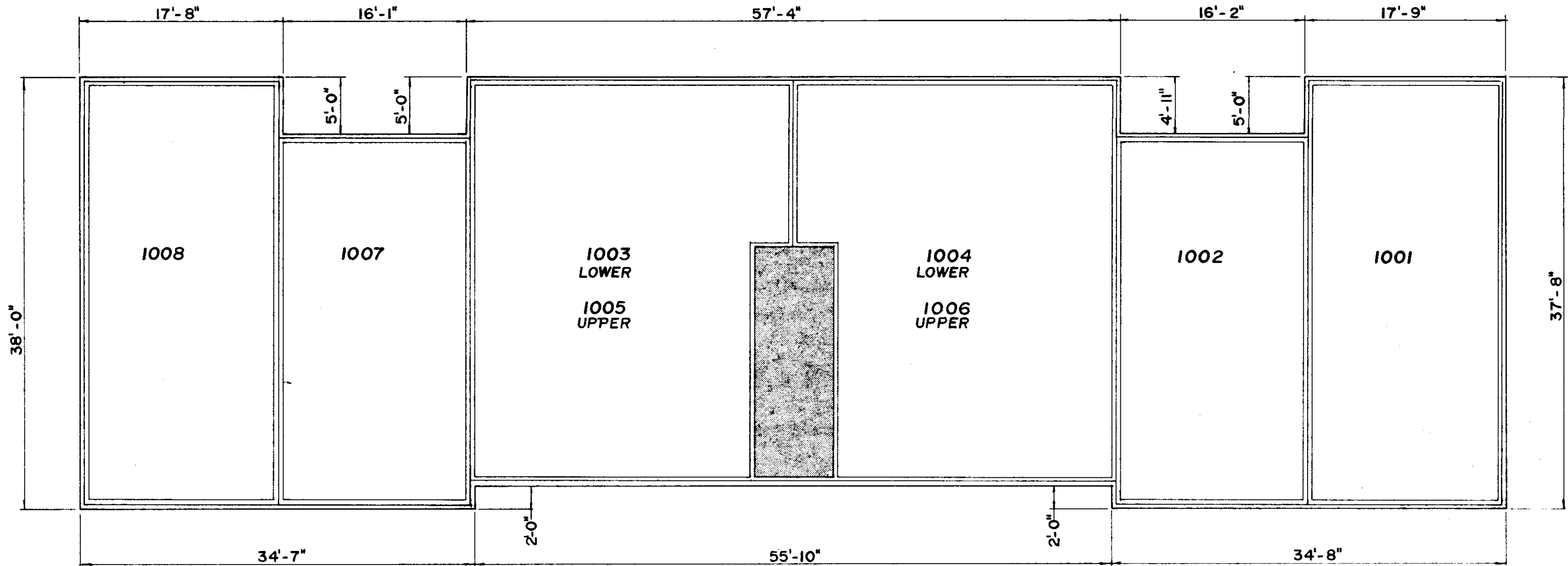
Floor Plans for Units 905 and 906 are illustrated on Sheet A-3
Floor Plans for Units 907 and 908 are illustrated on Sheet A-4
Floor Plans for Units 901, 902, 903 and 904 are illustrated on Sheet A-4

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION



UTILITY ROOM UNDER UNITS 901, 902, 903, & 904

CONSULTANTS IOWA CITY, IOWA ENGINEERING • LAND SURVEYING • PLANNING • LANDSCAPE ARCHITECTURE	
BUILDING NO. 9 DIMENSION & UNIT LOCATION PLAN OAKWOOD VILLAGE CORALVILLE, IOWA	
Sheet Title	Project Title
Designed by:	
Drawn by: CEL	
Checked by:	
Date: 9-30-83	
Field Book Number:	
Scale: 1/8" = 1'-0"	
Sheet EXHIBIT B-9	
of _____ Sheets	
Project Number:	



Floor Plans for Units 1001 and 1008 are illustrated on Sheet A-7
Floor Plans for Units 1002 and 1007 are illustrated on Sheet A-6
Floor Plans for Units 1003, 1004, 1005 and 1006 are illustrated on Sheet A-3

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

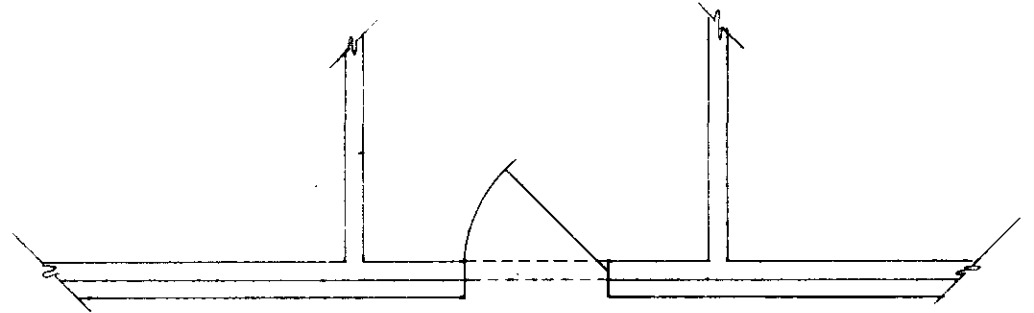
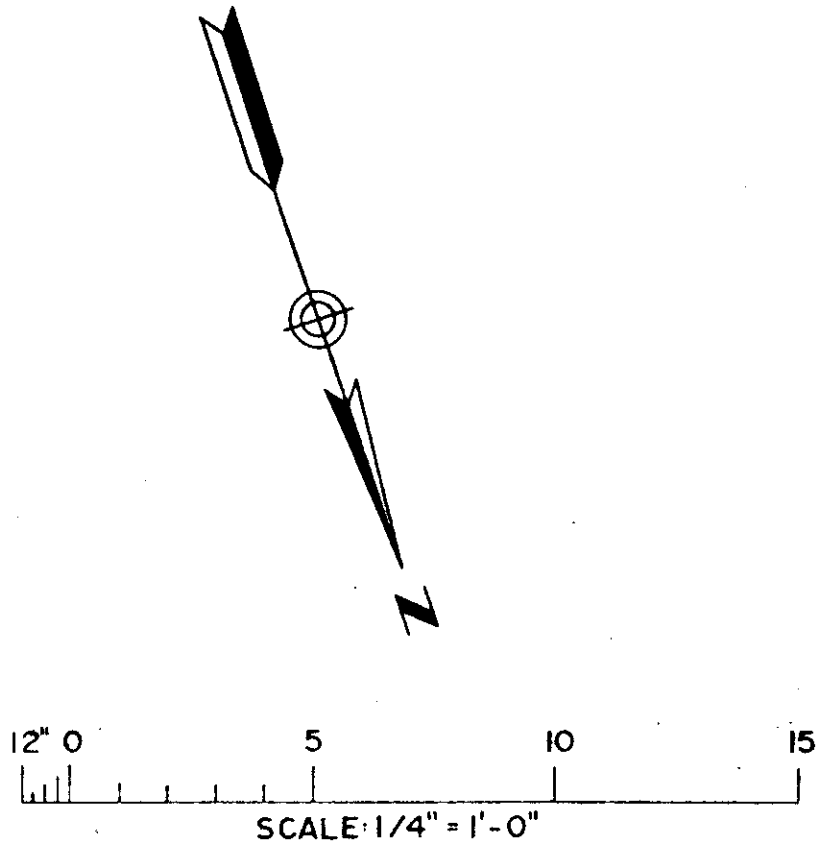
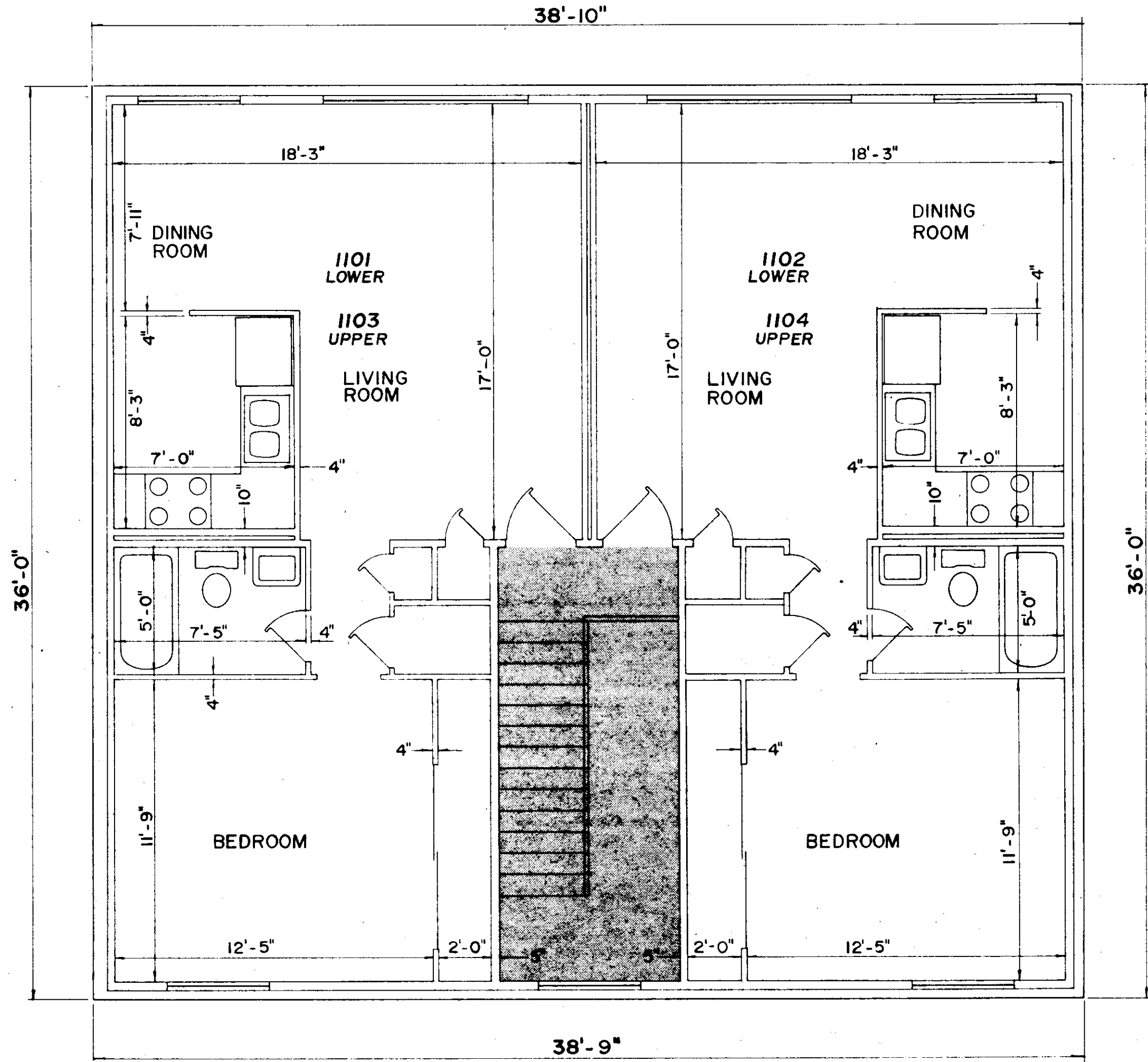
CONSULTANTS
IOWA CITY, IOWA
ENGINEERING, ARCHITECTURE, PLANNING, LANDSCAPE ARCHITECTURE

BUILDING NO. 10
DMENSION & UNIT LOCATION PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Designed by:
Drawn by: **CEL**
Checked by:
Date: **9-30-83**
Field Book Number:
Scale: **1/8" = 1'-0"**
Sheet: **EXHIBIT B-10**
Project Number: **1177-001**

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:
1101 & 1103 of BLDG. 11
THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET.

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:
1102 & 1104 of BLDG. 11
THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET



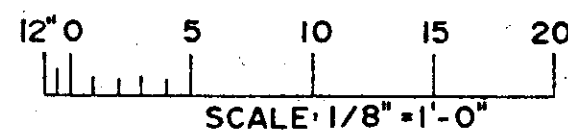
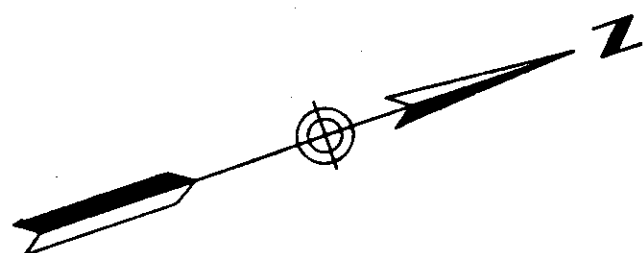
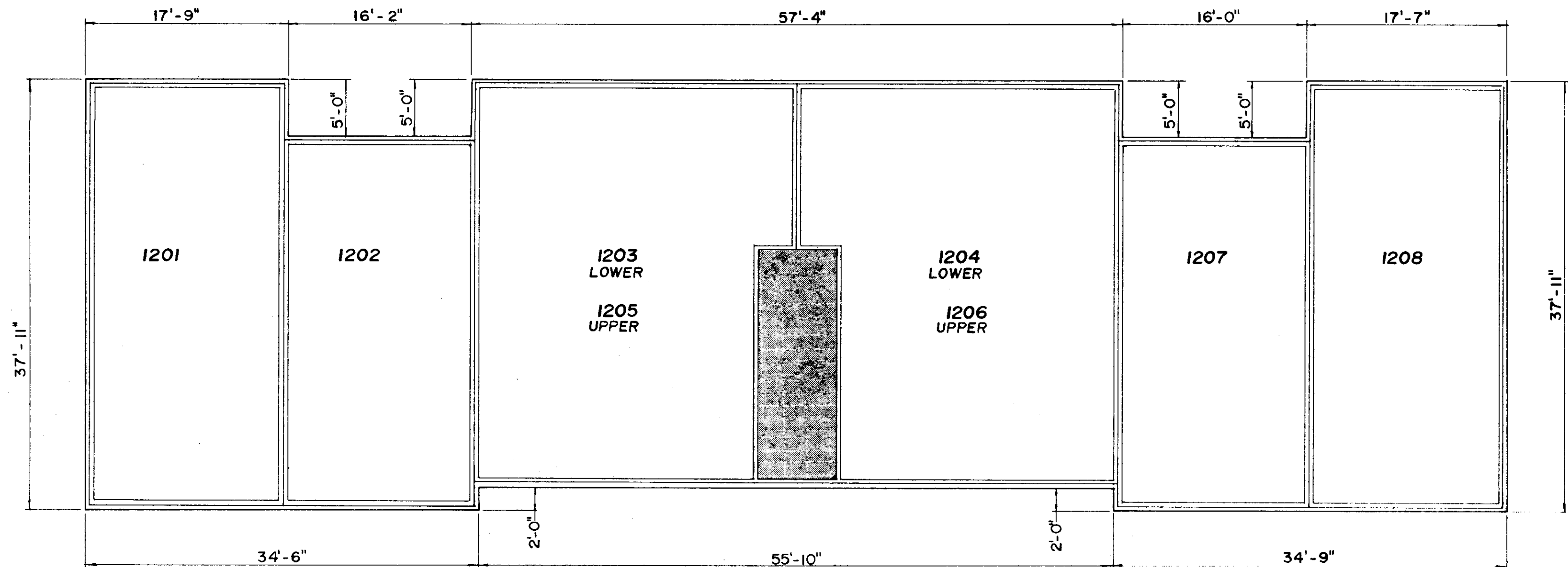
LOWER LEVEL

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

CONSULTANTS

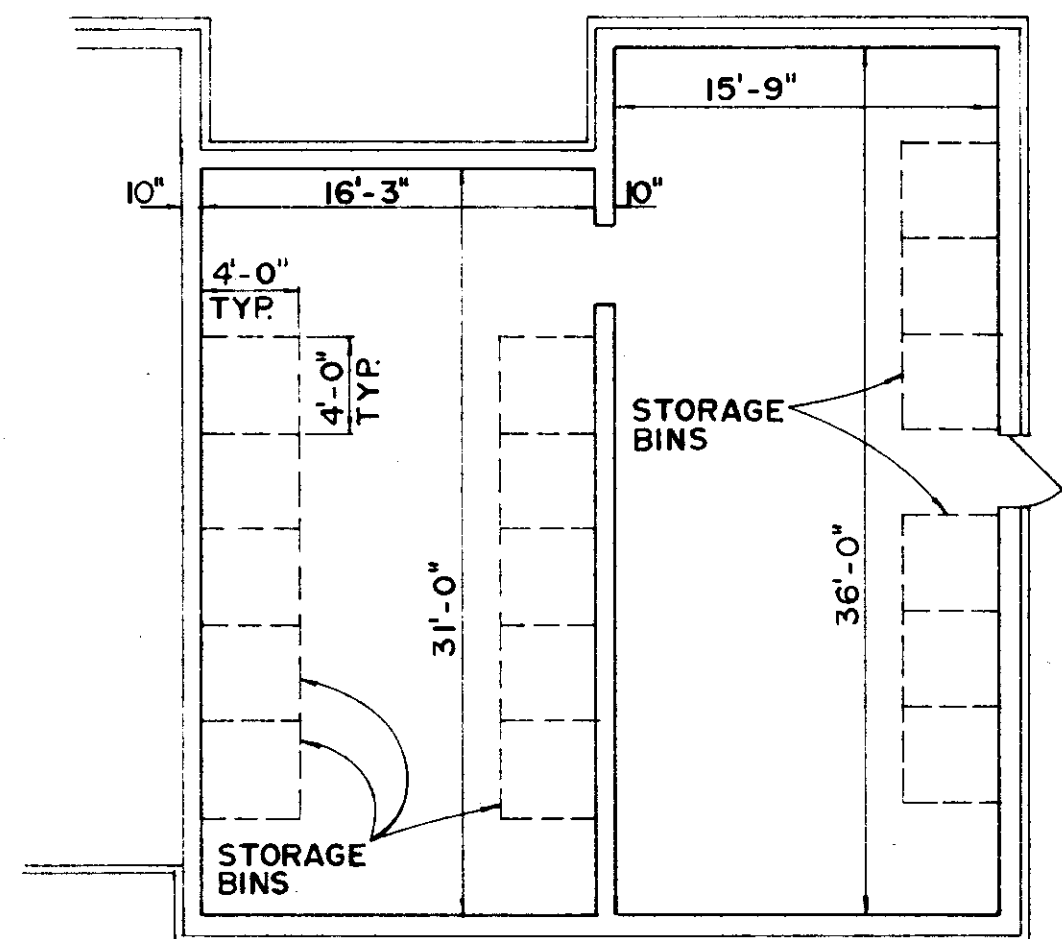
BUILDING NO. 11
DIMENSION & UNIT FLOOR & LOCATION PLANS
OAKWOOD VILLAGE
CORALVILLE, IOWA

CEL
9-30-83
1/4" = 1'-0"
EXHIBIT B-11
1177-001



Floor Plans for Units 1201 and 1208 are illustrated on Sheet A-7
Floor Plans for Units 1202 and 1207 are illustrated on Sheet A-6
Floor Plans for Units 1203, 1204, 1205 and 1206 are illustrated on Sheet A-3

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

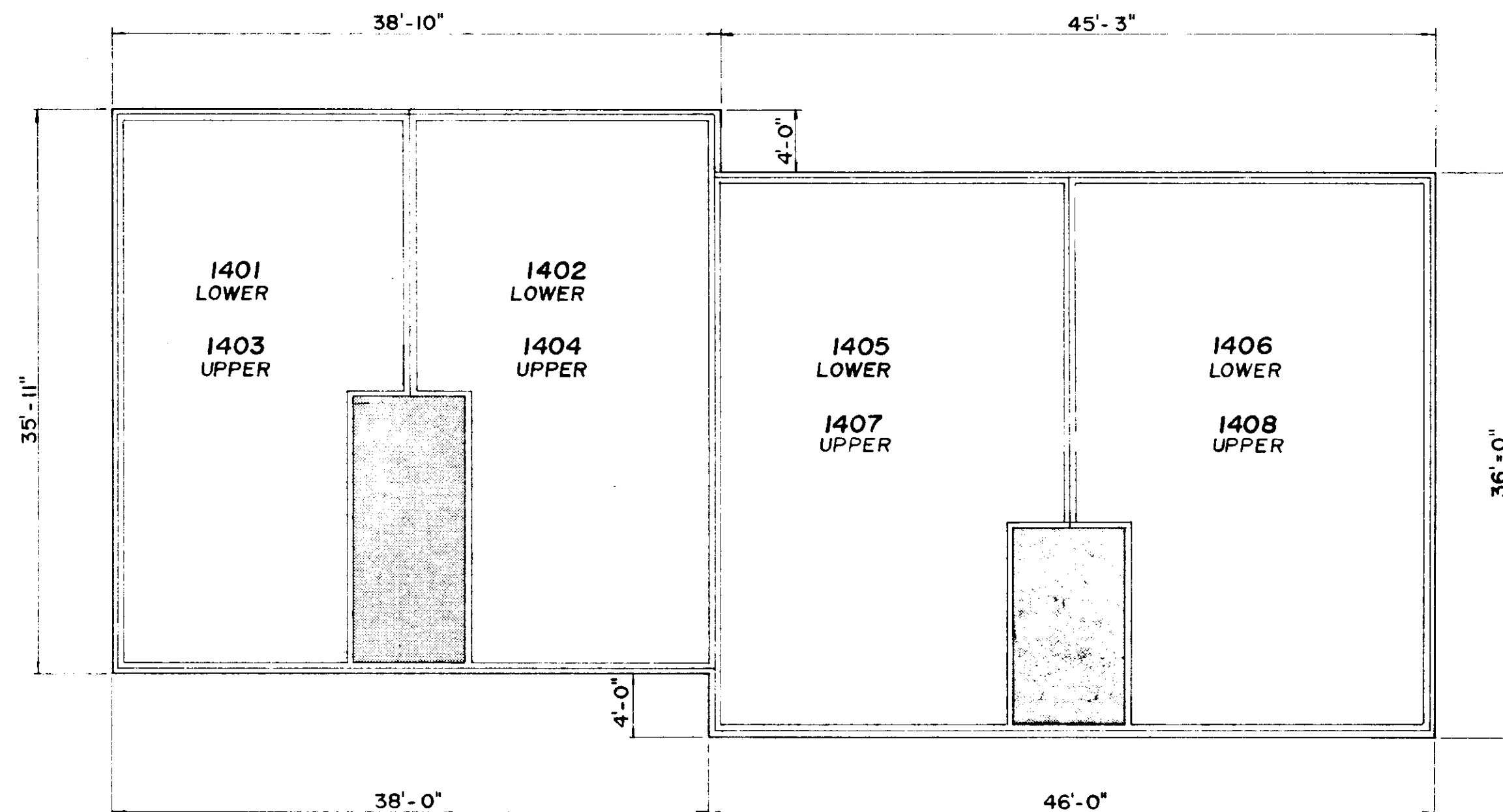


UTILITY ROOM
UNDER
UNITS 1207 & 1208

CONSULTANTS
Coralville, Iowa

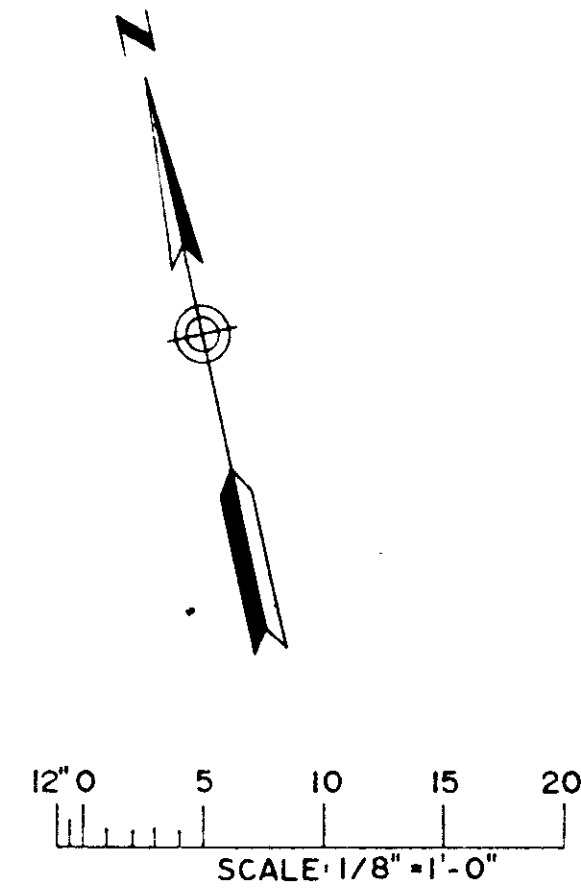
BUILDING NO. 12
DIMENSION & UNIT LOCATION PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Sheet Title
Project Title
Designed by
Drawn by
Checked by
Date
Field Book Number
Scale
Sheet
Project Number



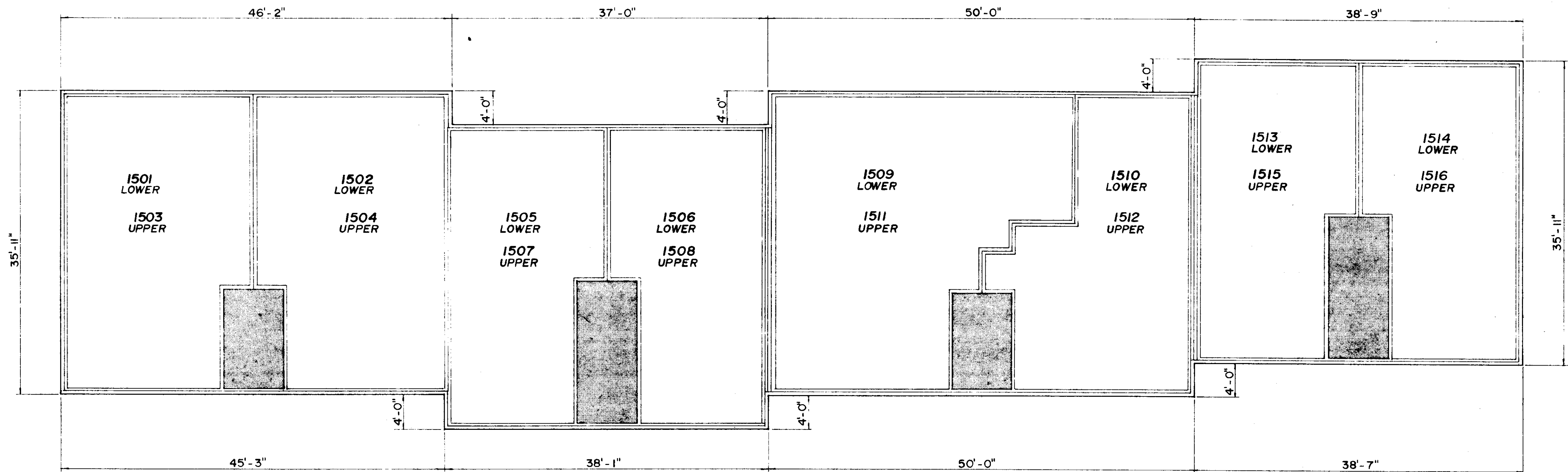
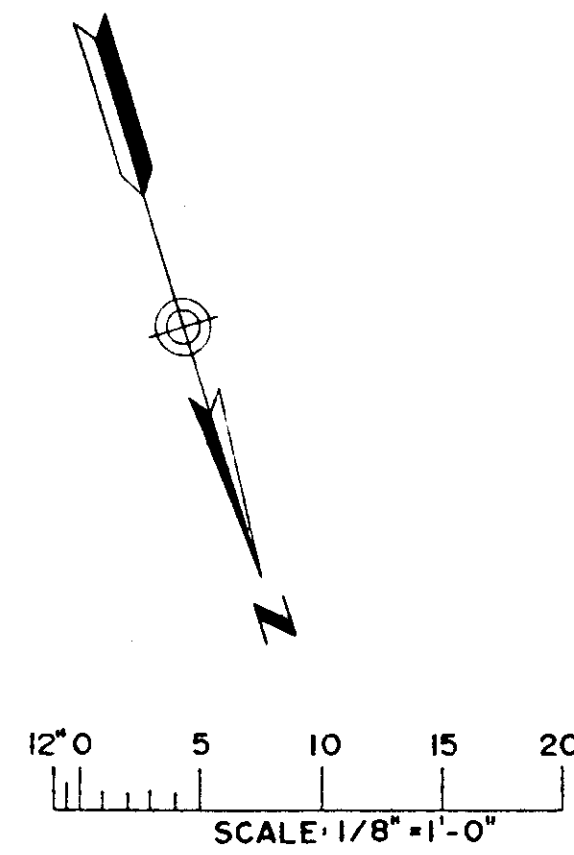
Floor Plans for Units 1401, 1402, 1403 and 1404 are illustrated on Sheet A-1
Floor Plans for Units 1405, 1406, 1407 and 1408 are illustrated on Sheet A-2

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

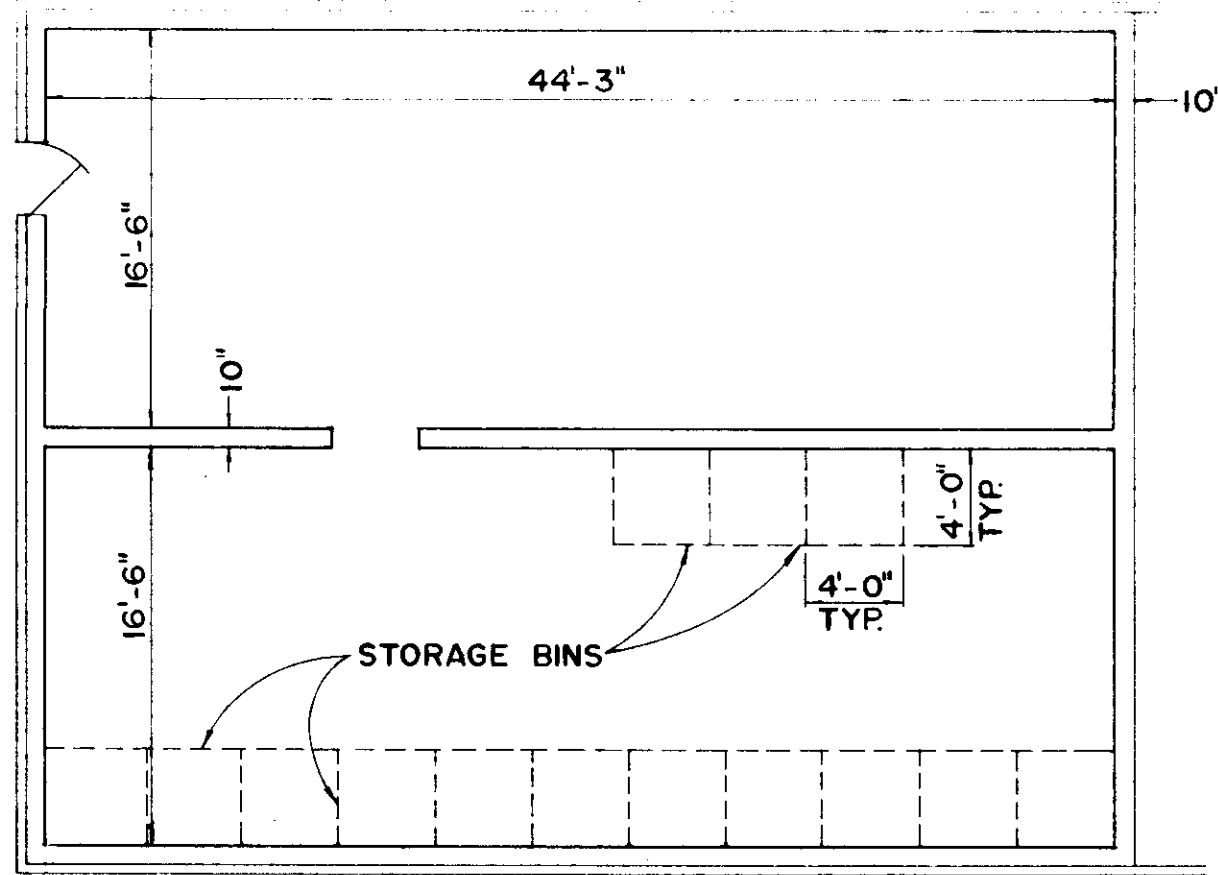


Sheet Title BUILDING NO. 14 DIMENSION & UNIT LOCATION PLAN Project Title OAKWOOD VILLAGE CORALVILLE, IOWA Designed by Drawn by CEL Checked by Date 9-30-83 Field Book Number: Scale 1/8" = 1'-0" Sheet EXHIBIT B-14 of _____ Sheets Project Number 1177-001		Remarks Date Revised Revision Number CONSULTANTS IOWA CITY, IOWA ENGINEERING - LAND SURVEYING - PLANNING - LANDSCAPE ARCHITECTURE CONSULTANTS	
---	--	--	--

1177-001



UTILITY ROOM UNITS 1501, 1502, 1503, & 1504



Floor Plans for Units 1501, 1502, 1503 and 1504 are illustrated on Sheet A-2
Floor Plans for Units 1505, 1506, 1507 and 1508 are illustrated on Sheet A-1
Floor Plans for Units 1509, 1510, 1511 and 1512 are illustrated on Sheet A-5
Floor Plans for Units 1513, 1514, 1515 and 1516 are illustrated on Sheet A-1

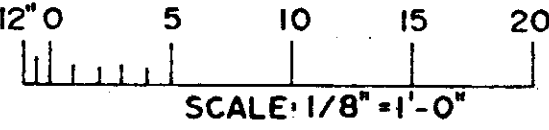
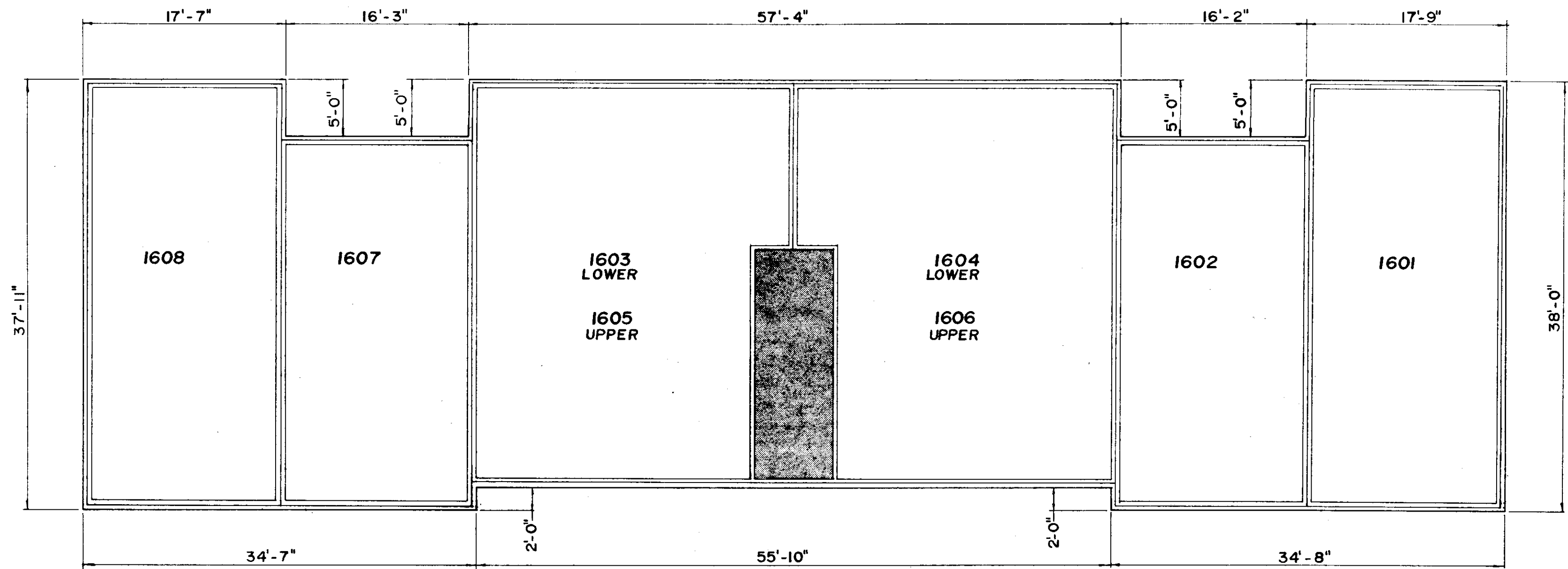
NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

CONSULTANTS
IOWA CITY, IOWA
ENGINEERING - LAND SURVEYING - PLANNING - LANDSCAPE ARCHITECTURE

BUILDING NO. 15
DIMENSION & UNIT LOCATION PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

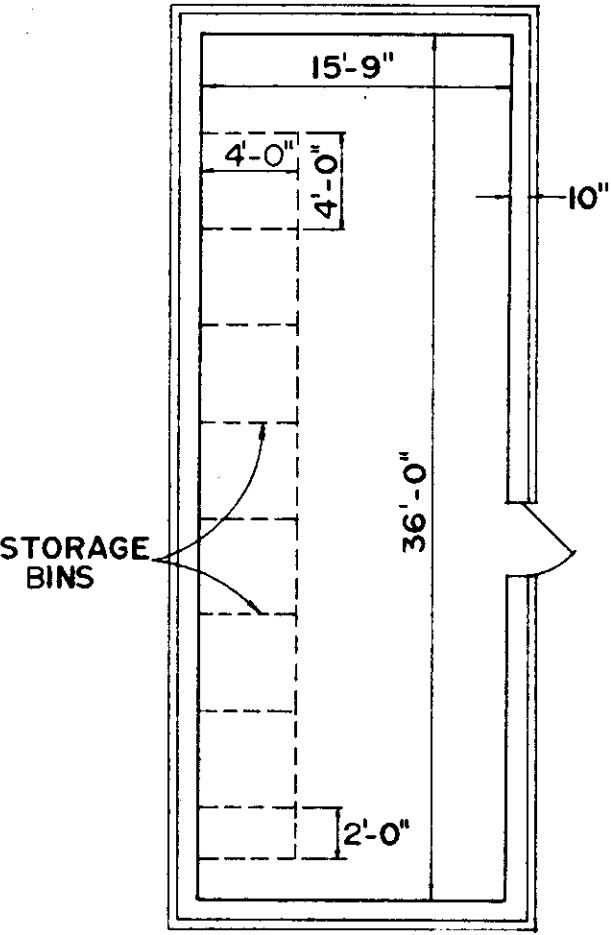
Sheet Title: **BUILDING NO. 15**
Project Title: **DIMENSION & UNIT LOCATION PLAN**
Designed by: **CEL**
Drawn by: **CEL**
Checked by: **CEL**
Date: **9-30-83**
Field Book Number: **1177-001**
Scale: **1/8" = 1'-0"**
Sheet: **EXHIBIT**
Project Number: **B-15** Sheets

1177-001



Floor Plans for Units 1607 and 1608 are illustrated on Sheet A-7
Floor Plans for Units 1602 and 1607 are illustrated on Sheet A-6
Floor Plans for Units 1603, 1604, 1605 and 1606 are illustrated on Sheet A-3

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

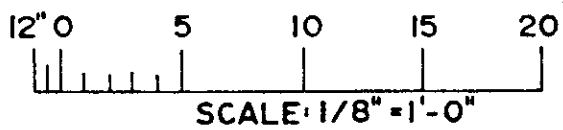
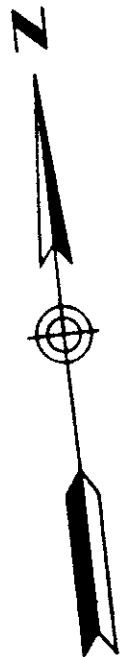
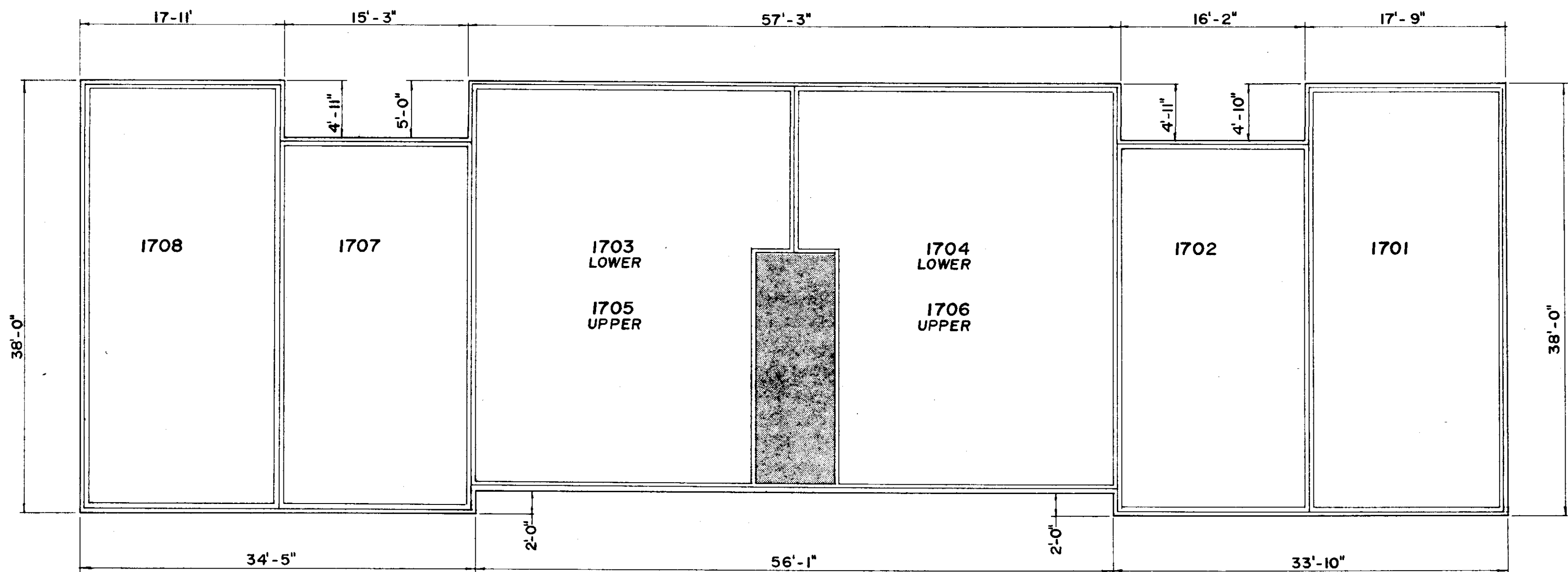


UTILITY ROOM
UNDER
UNIT 1601

CONSULTANTS
IOWA CITY, IOWA
ENGINEERING, LAND SURVEYING, PLANNING, LANDSCAPE ARCHITECTURE

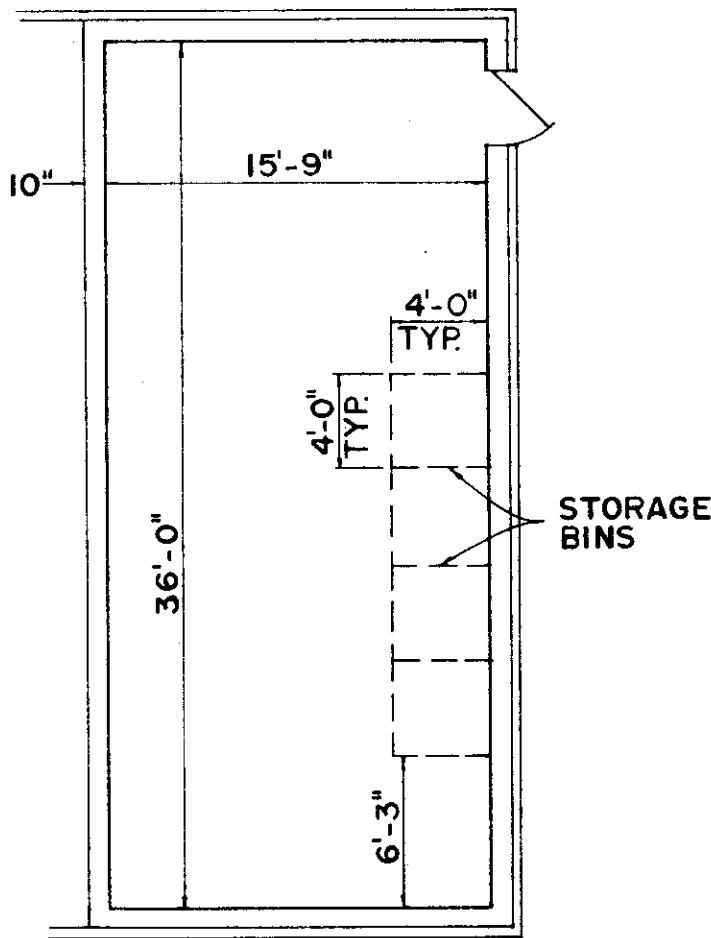
BUILDING NO. 16
DIMENSION & UNIT LOCATION PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Designed by
Drawn by
CEL
Checked by
Date
9-30-83
Field Book Number
Scale
1/8" = 1'-0"
Sheet
EXHIBIT B-16
of _____ Sheets
Project Number
1177-001



NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

Floor Plans for Units 1701 and 1708 are illustrated on Sheet A-7
Floor Plans for Units 1702 and 1707 are illustrated on Sheet A-6
Floor Plans for Units 1703, 1704, 1705 and 1706 are illustrated on Sheet A-3



UTILITY ROOM
UNDER
UNIT 1701

CONSULTANTS
IOWA CITY, IOWA
ENGINEERING, SURVEYING, PLANNING, LANDSCAPE ARCHITECTURE
CONSULTANTS

BUILDING NO. 17
DIMENSION & UNIT LOCATION PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Designed by

Drawn by
CEL

Checked by

Date
9-30-83

Field Book Number

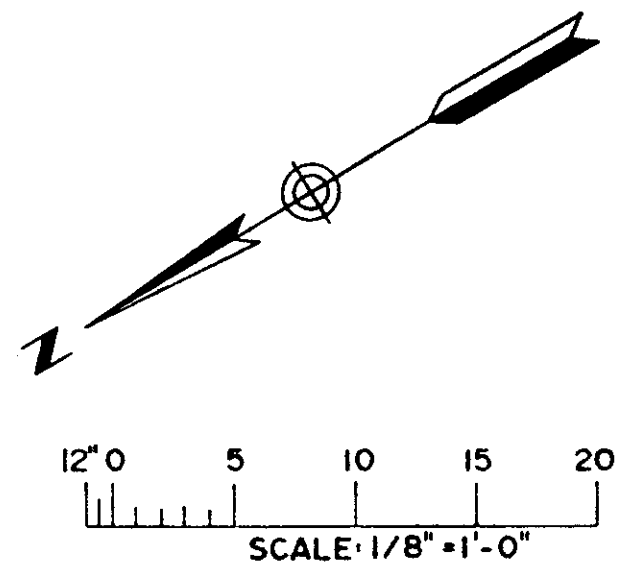
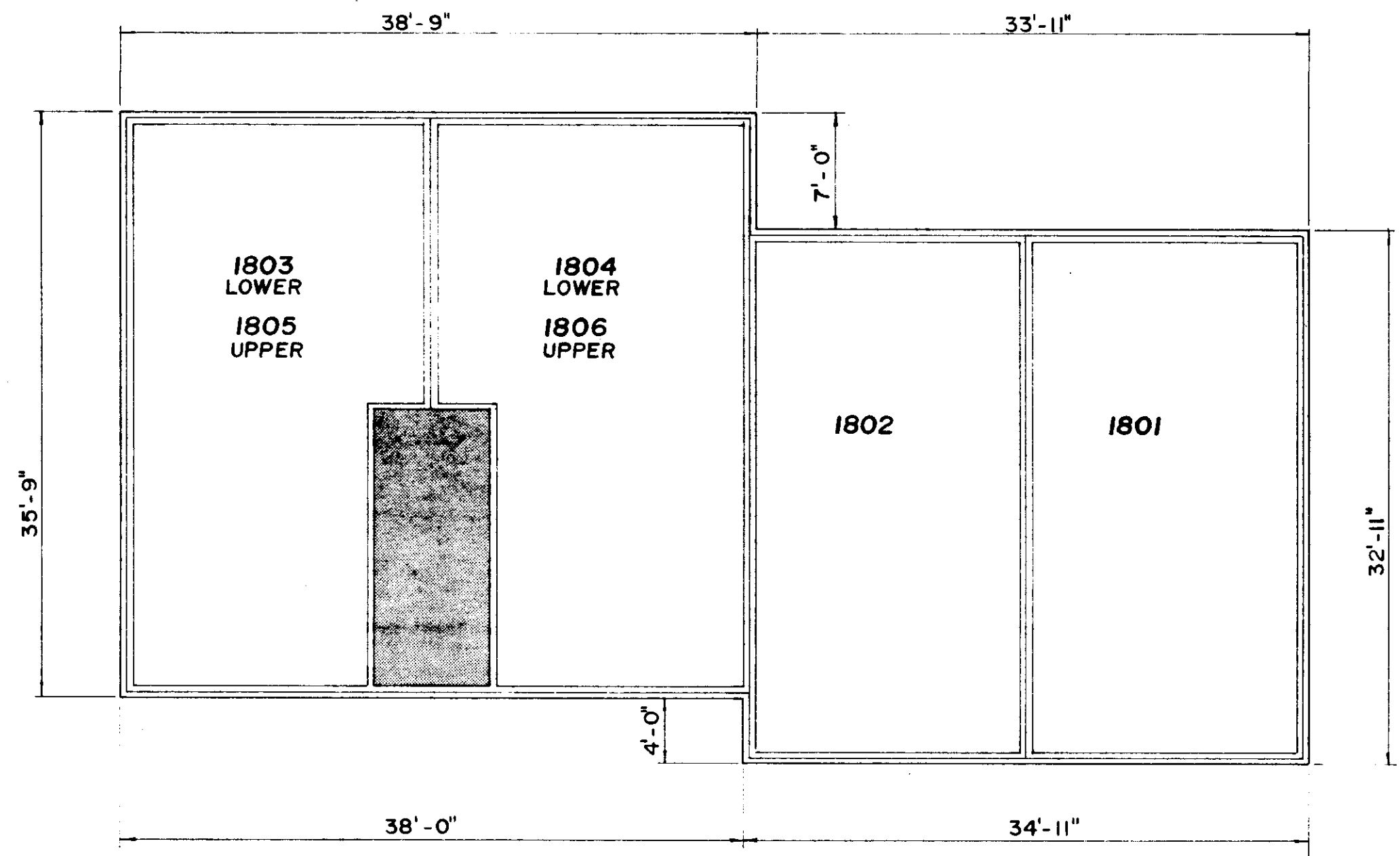
Scale
1/8"=1'-0"

Sheet
EXHIBIT B-17

of Sheets

Project Number

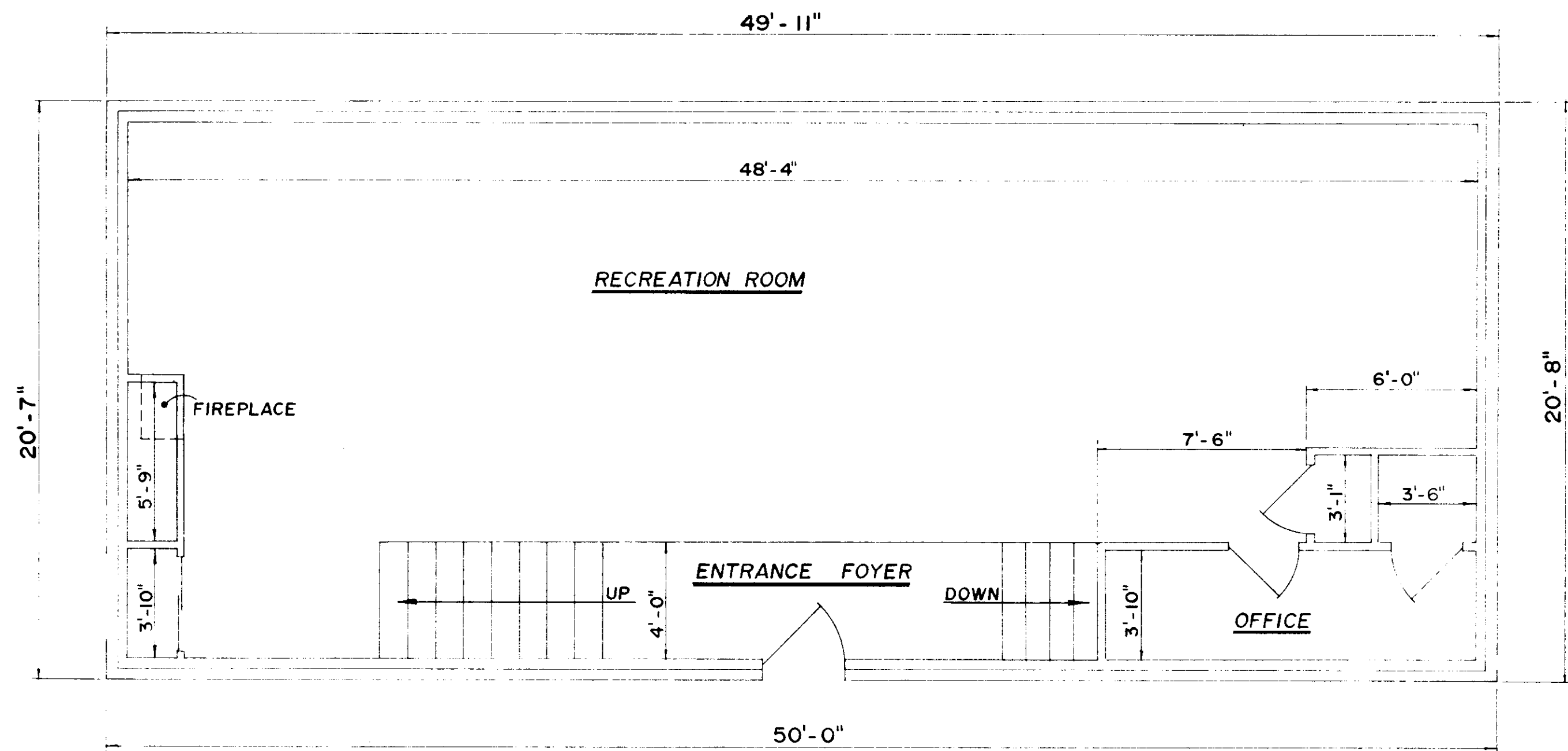
1177-001



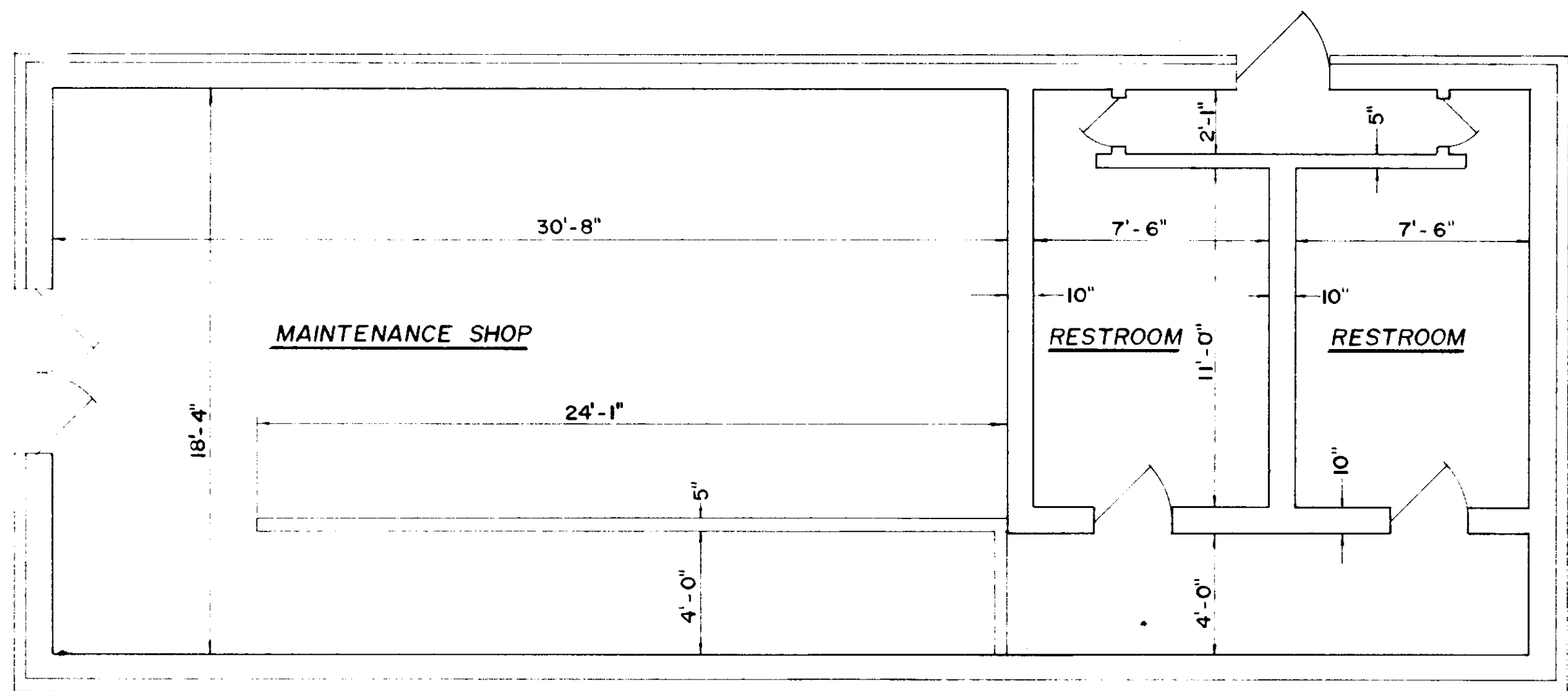
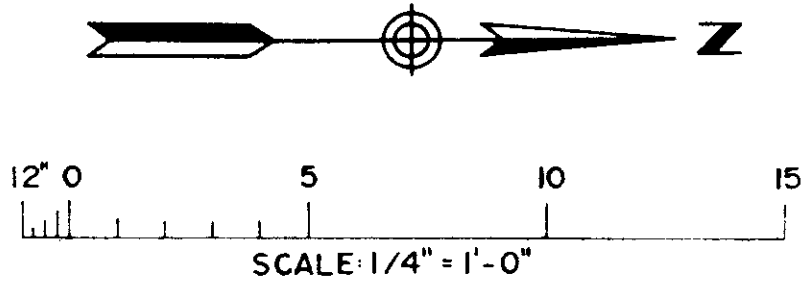
Floor Plans for Units 1801 and 1802 are illustrated on Sheet A-6
Floor Plans for Units 1803, 1804, 1805 and 1806 are illustrated on Sheet A-1

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

CONSULTANTS IOWA CITY, IOWA ENGINEERING · LAND SURVEYING · PLANNING · LANDSCAPE ARCHITECTURE	
BUILDING NO. 18 DIMENSION & UNIT LOCATION PLAN	
OAKWOOD VILLAGE CORALVILLE, IOWA	
Sheet Title	Project Title
Designed by:	
Drawn by: CEL	
Checked by:	
Date: 9-30-83	
Field Book Number:	
Scale: 1/8"=1'-0"	
Sheet EXHIBIT B-18 of _____ Sheets	
Project Number: 1177-001	



UPPER LEVEL FLOOR PLAN



LOWER LEVEL FLOOR PLAN

CONSULTANTS
PLANNING & DESIGN

BUILDING NO. 960
FLOOR PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Sheet Title: **BUILDING NO. 960 FLOOR PLAN**
Project Title: **OAKWOOD VILLAGE CORALVILLE, IOWA**
Designed by: **CEL**
Checked by: **CEL**
Date: **9-31-83**
Field Book Number: **1177-001**
Scale: **1/4" = 1'-0"**
Sheet: **EXHIBIT B-960**
Project Number: **1177-001**

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

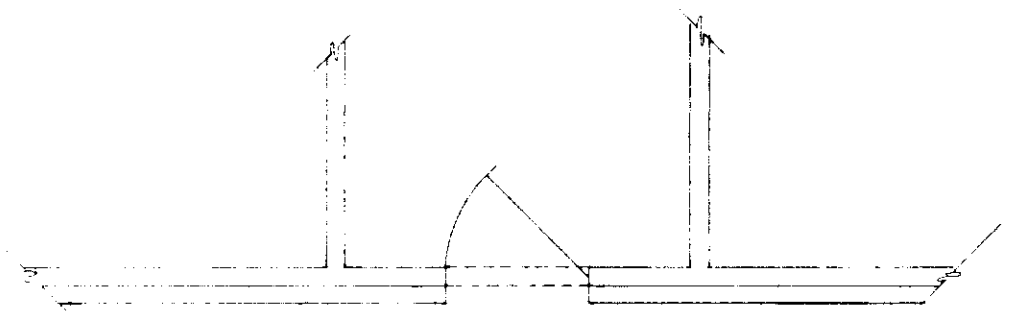
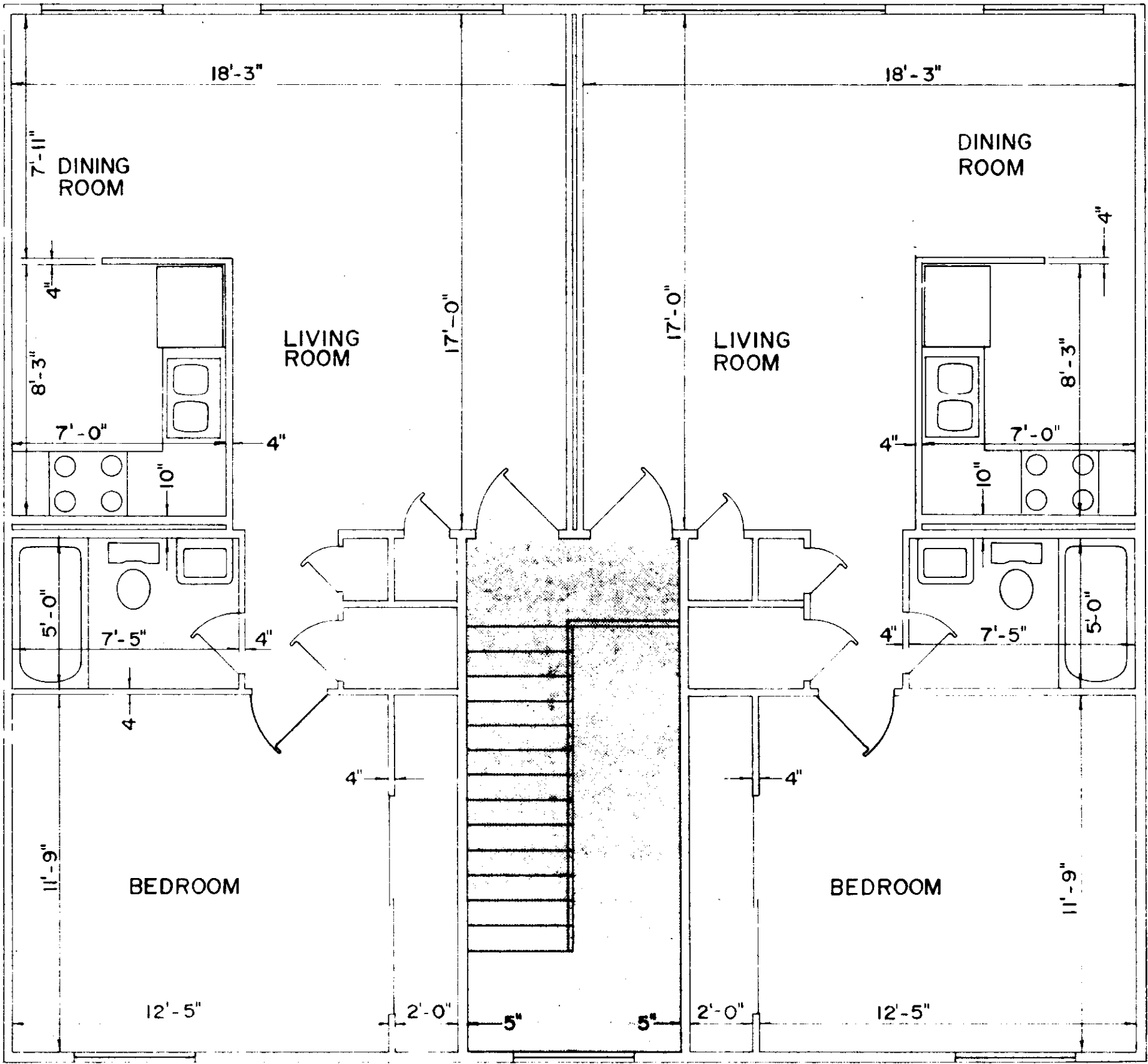
- 107 & 109 of BLDG. 1
- 301 & 303 of BLDG. 3
- 601 & 603 of BLDG. 6
- 1101 & 1103 of BLDG. 11
- 1401 & 1403 of BLDG. 14
- 1505 & 1507 of BLDG. 15
- 1513 & 1515 of BLDG. 15
- 1803 & 1805 of BLDG. 18

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET.

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

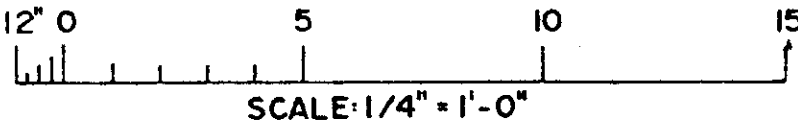
- 108 & 110 of BLDG. 1
- 302 & 304 of BLDG. 3
- 602 & 604 of BLDG. 6
- 1102 & 1104 of BLDG. 11
- 1402 & 1404 of BLDG. 14
- 1506 & 1508 of BLDG. 15
- 1514 & 1516 of BLDG. 15
- 1804 & 1806 of BLDG. 18

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 561 SQUARE FEET.



LOWER LEVEL

NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

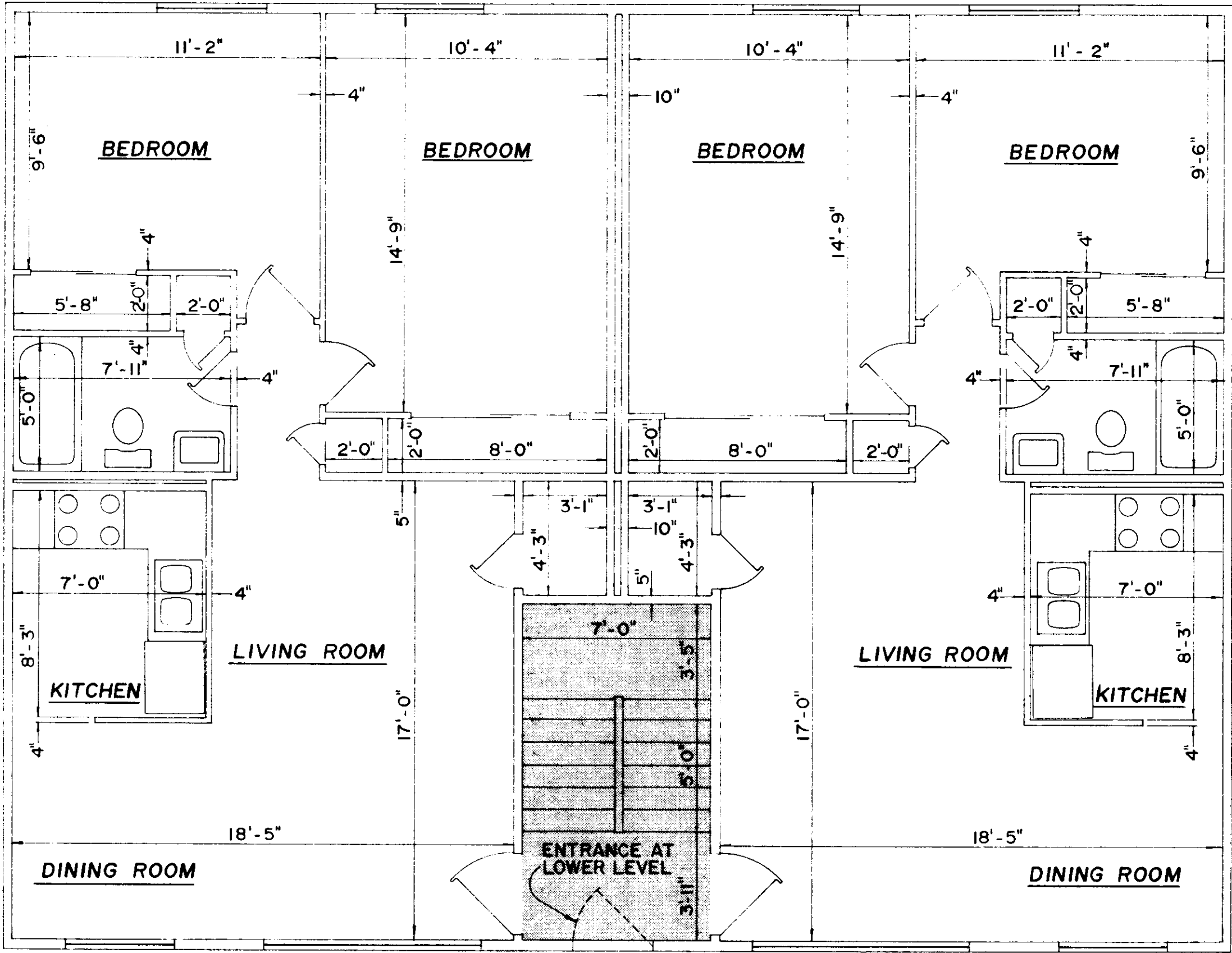


CONSULTANTS
CORPORATION
CORALVILLE, IOWA

UNIT FLOOR PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Designed by
CEL
Checked by
9-30-83
Field Book Number
1/4" = 1'-0"
EXHIBIT
A-1

1177-001



NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

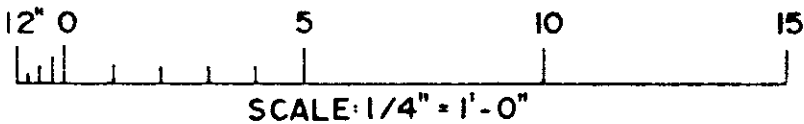
1405 & 1407 of BLDG. 14
1501 & 1503 of BLDG. 15

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 707 SQUARE FEET.

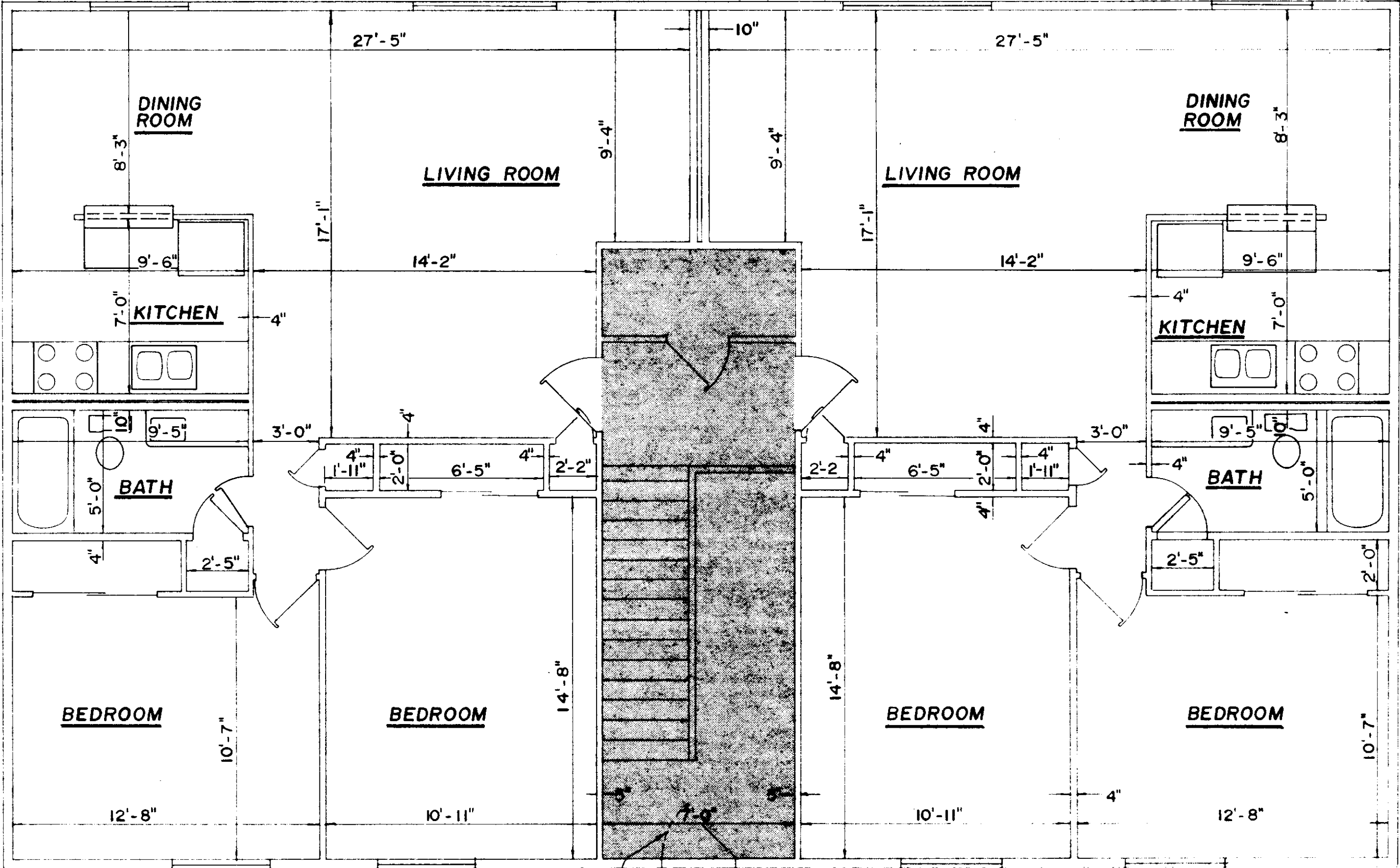
THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

1406 & 1408 of BLDG. 14
1502 & 1504 of BLDG. 15

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 707 SQUARE FEET.



CONSULTANTS IOWA CITY, IOWA ENGINEERING - LAND SURVEYING - PLANNING - LANDSCAPE ARCHITECTURE - CONSULTANTS	
UNIT FLOOR PLAN OAKWOOD VILLAGE CORALVILLE, IOWA	
Sheet Title	Project Title
Designed by	
Drawn by CEL	
Checked by	
Date 9-30-83	
Field Book Number	
Scale 1/4" = 1'-0"	
Sheet EXHIBIT A-2	
of _____ Sheets	
Project Number 1177-001	



THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

- 203 & 205 of BLDG. 2
- 401 of BLDG. 4
- 405 & 407 of BLDG. 4
- 503 & 505 of BLDG. 5
- 703 & 705 of BLDG. 7
- 801 & 803 of BLDG. 8
- 905 of BLDG. 9
- 1003 & 1005 of BLDG. 10
- 1203 & 1205 of BLDG. 12
- 1603 & 1605 of BLDG. 16
- 1703 & 1705 of BLDG. 17

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 855 SQUARE FEET.

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

- 204 & 206 of BLDG. 2
- 402 of BLDG. 4
- 406 & 408 of BLDG. 4
- 504 & 506 of BLDG. 5
- 704 & 706 of BLDG. 7
- 802 & 804 of BLDG. 8
- 906 of BLDG. 9
- 1004 & 1006 of BLDG. 10
- 1204 & 1206 of BLDG. 12
- 1604 & 1606 of BLDG. 16
- 1704 & 1706 of BLDG. 17

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 855 SQUARE FEET.

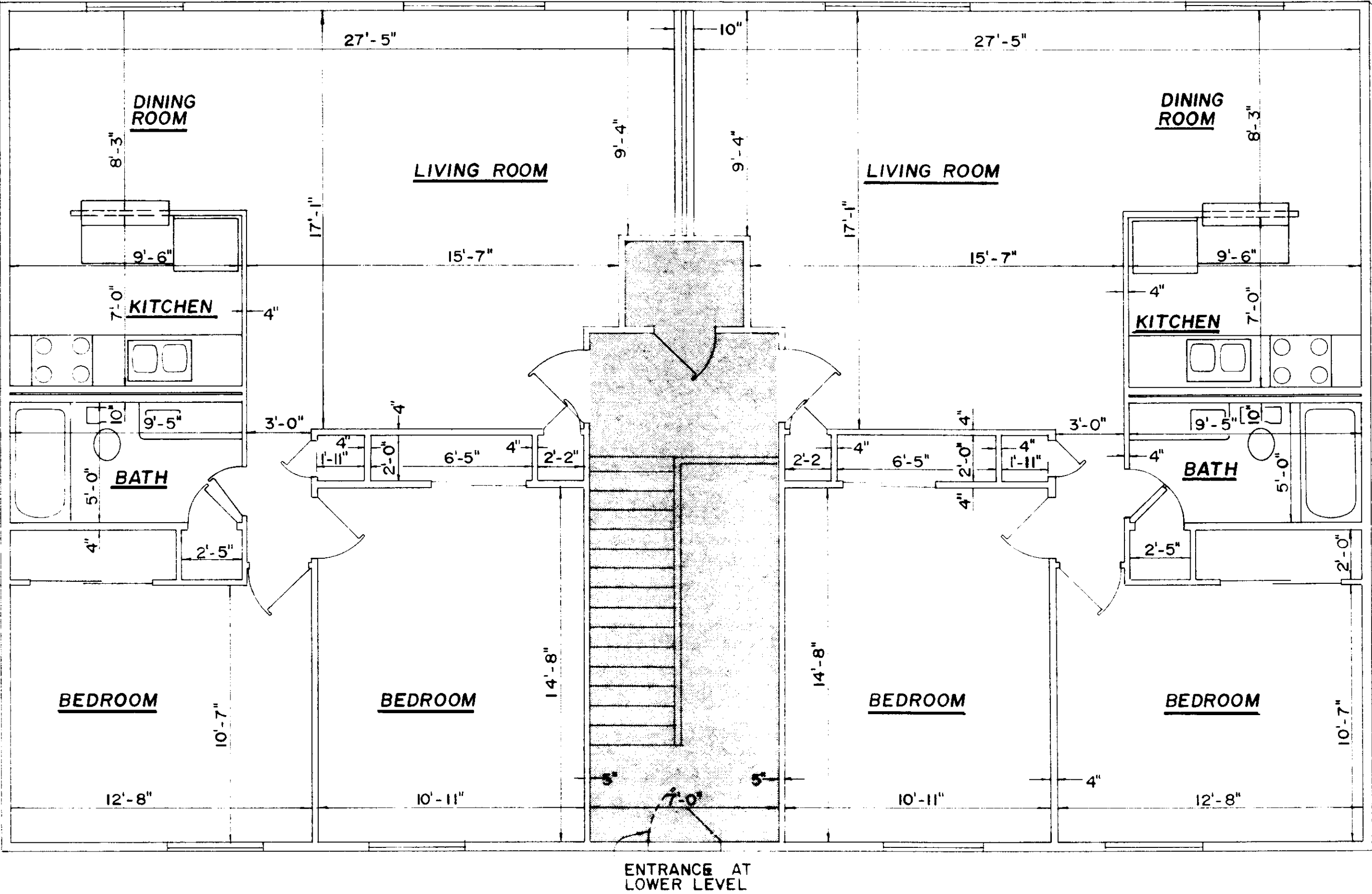
NOTE:
LIMITED COMMON AREA
IS SHADED PORTION



CONSULTANTS
IOWA CITY, IOWA

UNIT FLOOR PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Designed by	
Drawn by	CEL
Checked by	
Date	9-30-83
Field Book Number	
Scale	1/4" = 1'-0"
Sheet	EXHIBIT A-3
Project Number	



NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS
OF THE ROOMS IN UNITS:

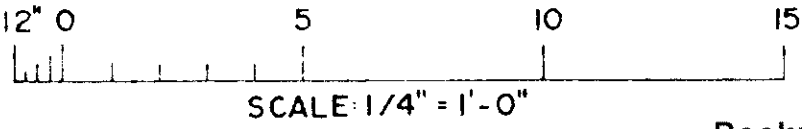
- 403 of BLDG. 4
- 901 of BLDG. 9
- 903 of BLDG. 9
- 907 of BLDG. 9

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY,
FIXTURES AND APPLIANCES AS APPLICABLE IS 860 SQUARE FEET.

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS
OF THE ROOMS IN UNITS:

- 404 of BLDG. 4
- 902 of BLDG. 9
- 904 of BLDG. 9
- 908 of BLDG. 9

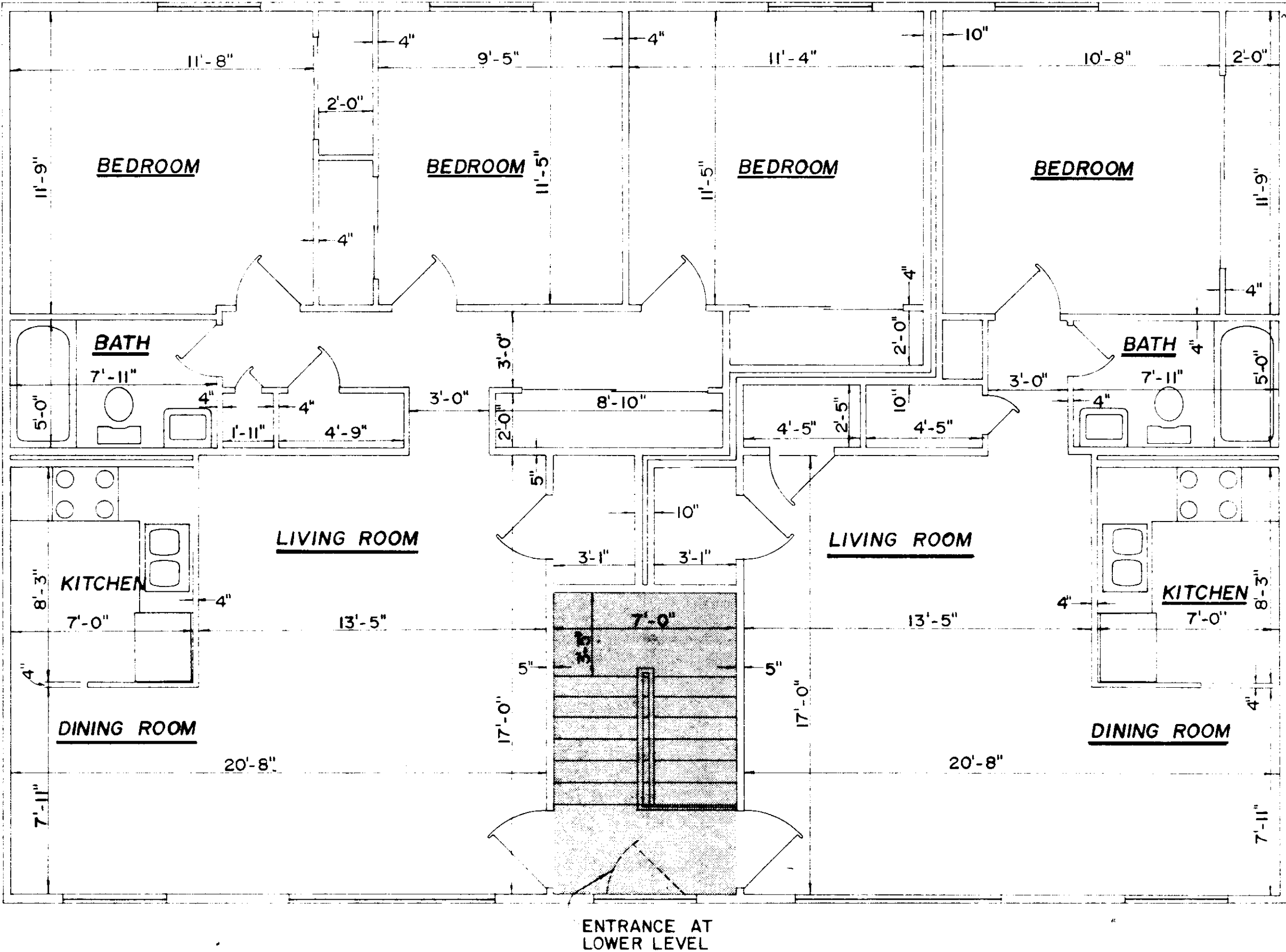
THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY,
FIXTURES AND APPLIANCES AS APPLICABLE IS 860 SQUARE FEET.



CONSULTANTS
IOWA CITY, IOWA
ENGINEERING - LAND SURVEYING - PLANNING - LANDSCAPE ARCHITECTURE
CONSULTANTS

UNIT FLOOR PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

Sheet Title	Project Title
Designed by	
Drawn by	CEL
Checked by	
Date	9-30-83
Field Book Number	
Scale	1/4" = 1'-0"
Sheet	EXHIBIT A-4
of	Sheets
Project Number	1177-001



NOTE:
LIMITED COMMON AREA
IS SHADED PORTION

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS
OF THE ROOMS IN UNITS:

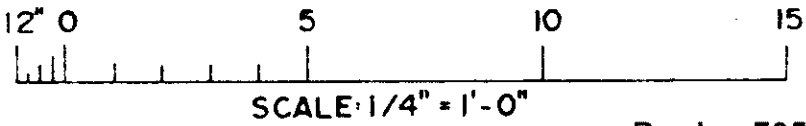
101 & 103 of BLDG. 1
1509 & 1511 of BLDG. 15

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETS,
FIXTURES AND APPLIANCES AS APPLICABLE IS 959 SQUARE FEET.

THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS
OF THE ROOMS IN UNITS:

102 & 104 of BLDG. 1
1510 & 1512 of BLDG. 15

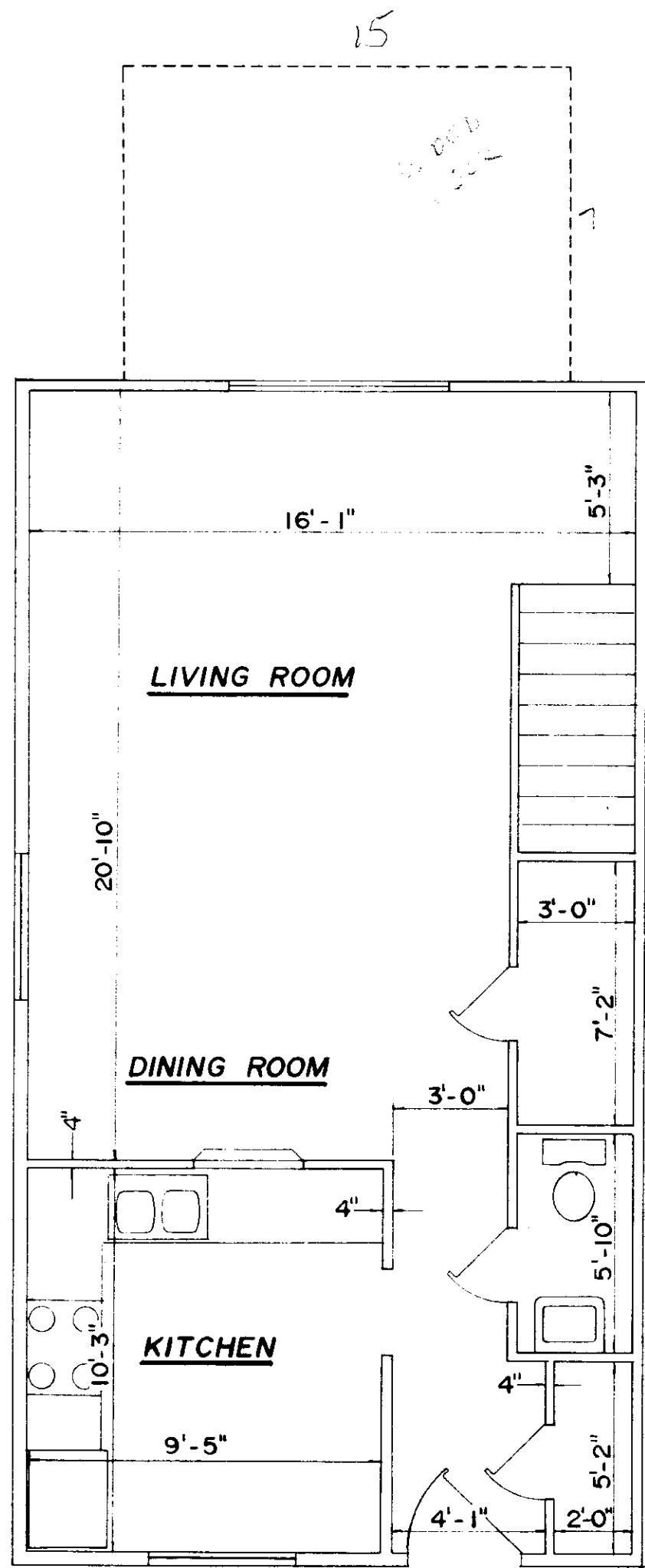
THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETS,
FIXTURES AND APPLIANCES AS APPLICABLE IS 612 SQUARE FEET.



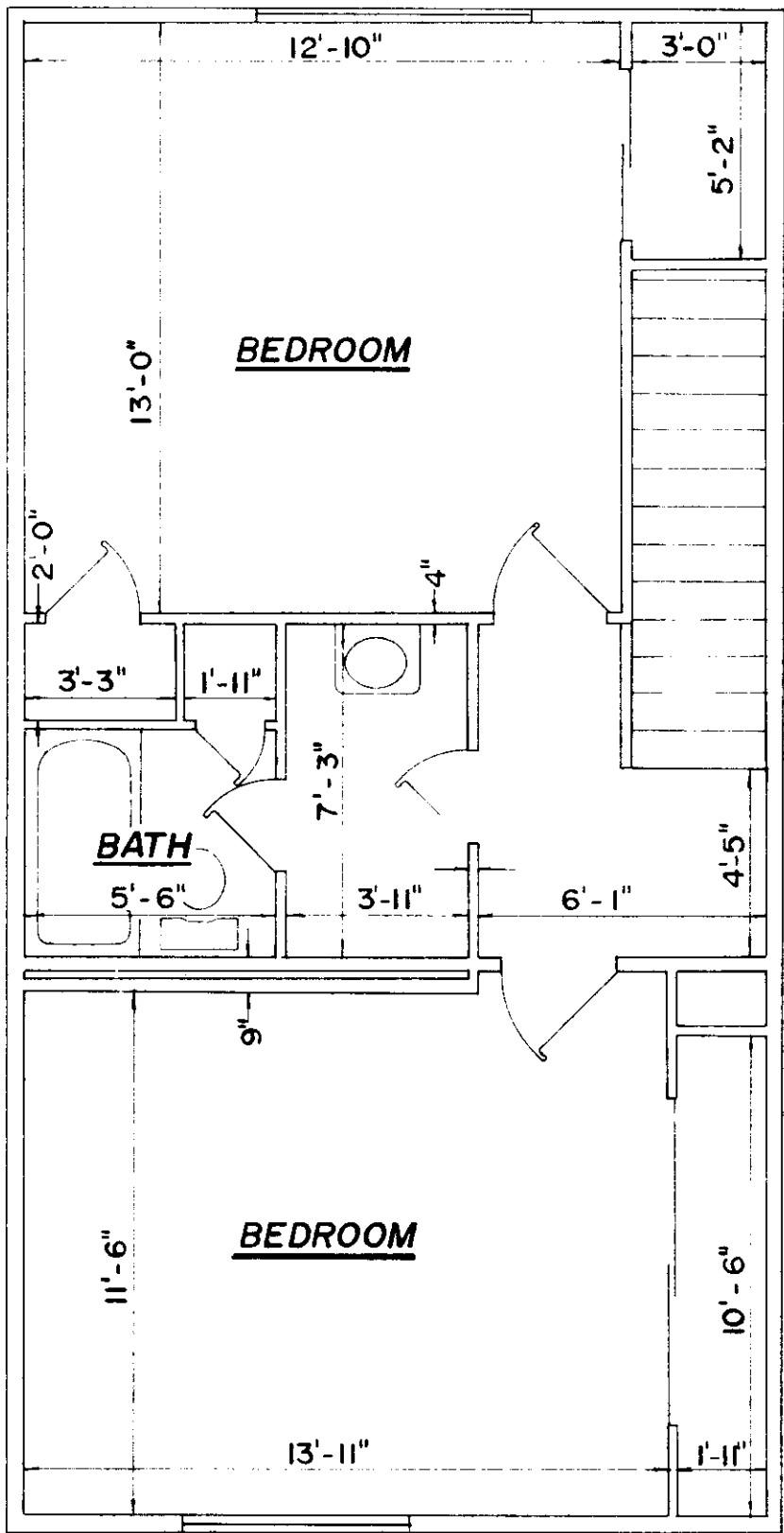
CONSULTANTS
ARCHITECTS
PLANNERS
ENGINEERS
INTERIORS
LANDSCAPE ARCHITECTS
SURVEYORS

UNIT FLOOR PLAN
OAKWOOD VILLAGE
CORALVILLE, IOWA

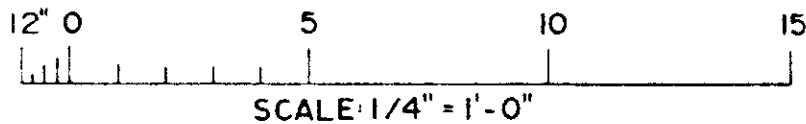
Sheet Title
Project Title
Designed by
Drawn by
Checked by
Date
9-30-83
Field Book Number
Scale
1/4" = 1'-0"
Sheet
EXHIBIT
A-5
Project Number
1177-001



FIRST FLOOR PLAN



SECOND FLOOR PLAN

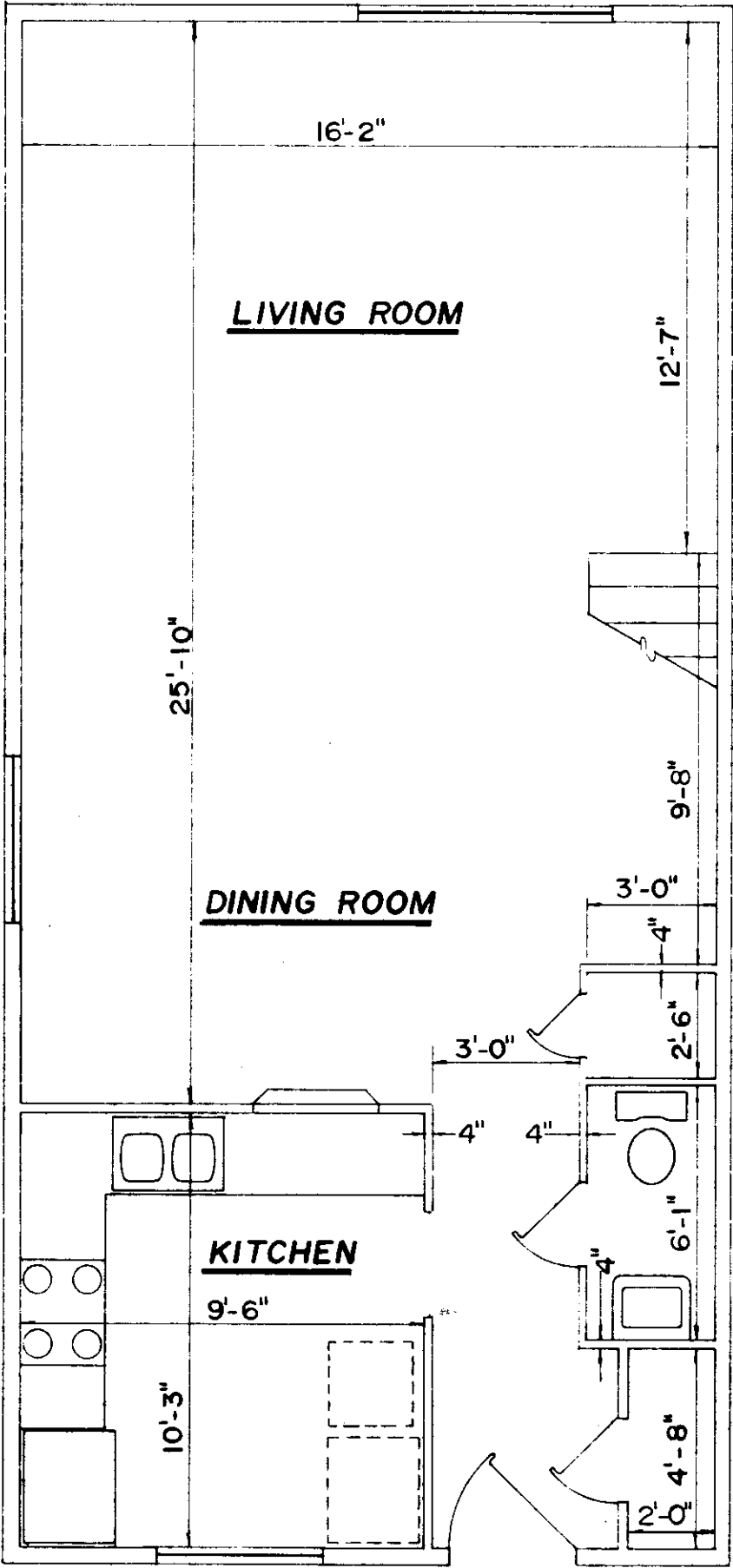


THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

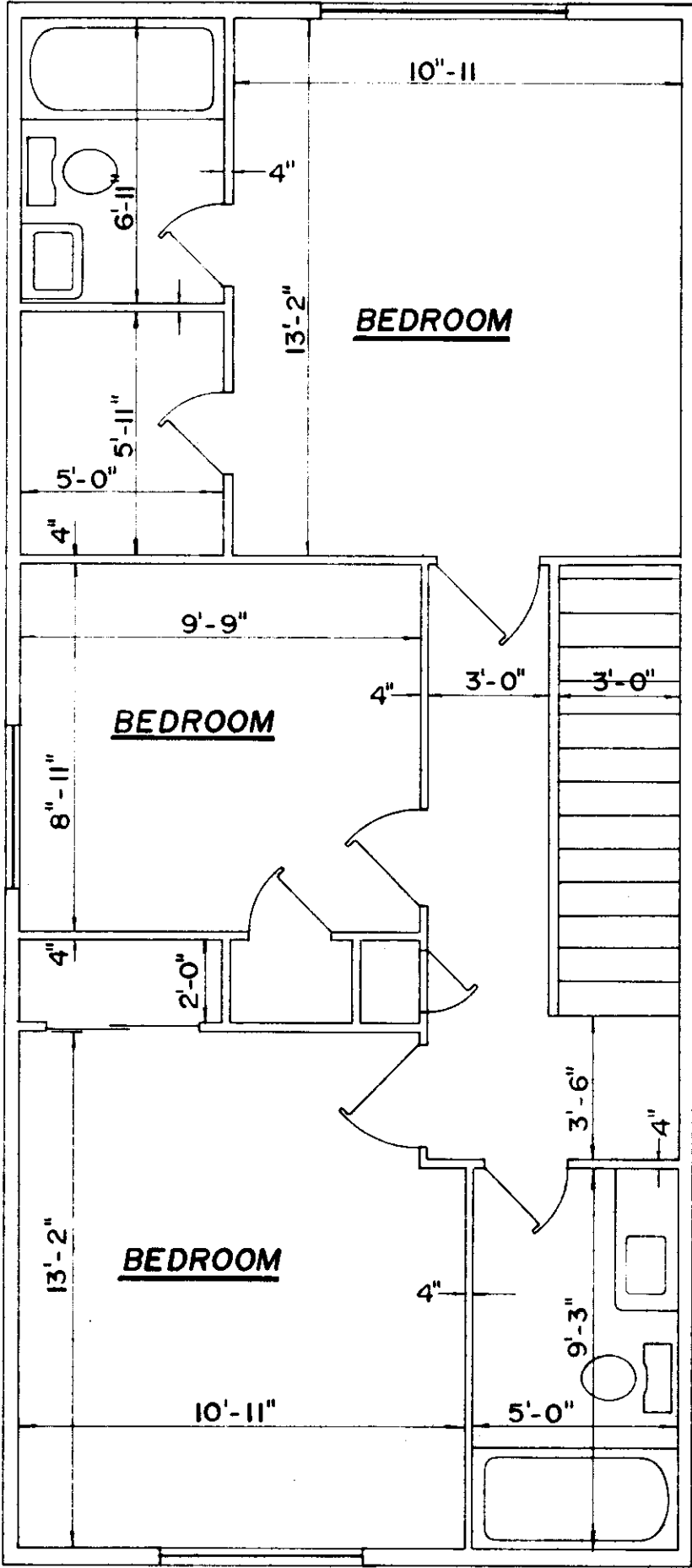
- 105 & 106 of BLDG. 1
- 202 & 207 of BLDG. 2
- 502 & 507 of BLDG. 3
- 702 & 707 of BLDG. 7
- 805 of BLDG. 8
- 1002 & 1007 of BLDG. 10
- 1202 & 1207 of BLDG. 12
- 1602 & 1607 of BLDG. 16
- 1702 & 1707 of BLDG. 17
- 1801 & 1802 of BLDG. 18

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 1037 SQUARE FEET.

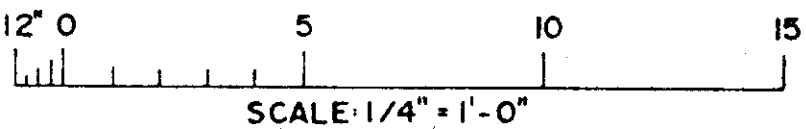
Remarks	
Date Revised	
Revision Number	
CONSULTANTS IOWA CITY, IOWA ENGINEERS - PLANNING - LANDSCAPE ARCHITECTURE CONSULTANTS	
UNIT FLOOR PLAN OAKWOOD VILLAGE CORALVILLE, IOWA	
Sheet Title	Project Title
Designed by	
Drawn by CEL	
Checked by	
Date 9-30-83	
Field Book Number	
Scale 1/4" = 1'-0"	
Sheet EXHIBIT A-6	
Project Number 1177-001	



FIRST FLOOR PLAN



SECOND FLOOR PLAN

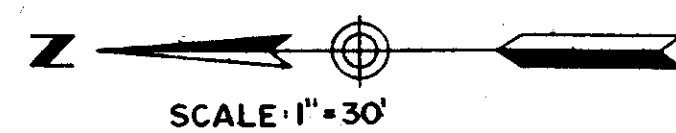


THIS FLOOR PLAN GRAPHICALLY REPRESENTS THE LAYOUT AND DIMENSIONS OF THE ROOMS IN UNITS:

- 201 & 208 of BLDG. 2
- 501 & 508 of BLDG. 5
- 701 & 708 of BLDG. 7
- 806 of BLDG. 8
- 1001 & 1008 of BLDG. 10
- 1201 & 1208 of BLDG. 12
- 1601 & 1608 of BLDG. 16
- 1701 & 1708 of BLDG. 17

THE AREA OF THE UNIT, INCLUDING INTERIOR PARTITIONS, CABINETRY, FIXTURES AND APPLIANCES AS APPLICABLE IS 1210 SQUARE FEET.

Remarks	
Date Revised	
Revision Number	
CONSULTANTS IOWA CITY, IOWA ENGINEERING - LAND SURVEYING - PLANNING - LANDSCAPE ARCHITECTURE CONSULTANTS	
UNIT FLOOR PLAN	
OAKWOOD VILLAGE	
CORALVILLE, IOWA	
Sheet Title	
Project Title	
Designed by	
Drawn by	CEL
Checked by	
Date	9-30-83
Field Book Number	
Scale	1/4" = 1'-0"
Sheet	EXHIBIT A-7
of	Sheets
Project Number	1177-001



7493



Doc ID: 026223490010 Type: GEN
 Kind: COVENANT
 Recorded: 02/19/2016 at 11:30:38 AM
 Fee Amt: \$52.00 Page 1 of 10
 Johnson County Iowa
 Kim Painter County Recorder

BK 5475 PG 670-679

SPACE ABOVE THIS LINE FOR RECORDER

<i>Preparer/Return</i>	M.K. Pilcher Hayek	120 E. Washington St.	Iowa City, Iowa 52240-3924	319-337-9606
<i>Address:</i>	<i>Individual's Name</i>	<i>Street Address</i>	<i>City/State/Zip</i>	<i>Phone</i>

**OAKWOOD VILLAGE OWNERS ASSOCIATION
 RULES AND REGULATIONS**

As adopted by the Oakwood Village Owners Association on the 14th day of February 2016.

The following rules and regulations, having been adopted by the Oakwood Village Owners Association, shall be binding on the unit owners of Oakwood Village Condominiums until modified or amended by the Oakwood Village Owners Association as provided in the Declaration for Oakwood Village Condominiums:

PEACE AND QUIET

1. Unit owners, tenants, and guests shall not disturb the peace and quiet of adjoining owners and tenants. Unit owners, tenants, and guests should keep all noise, including but not limited to noise from stereos, social gatherings, television, and pets, at a minimum. The Association prohibits noise disturbance of any kind from the hours of 10:00 p.m. to 8:00 a.m., seven days a week. Owners and tenants are encouraged to contact the local authorities if a neighbor is in violation of this rule.

2. No solicitations are permitted without prior approval of the Board.

3. Sunbathing is prohibited in the common areas with the exception of the pool area.

PARKING

4. Parking is for authorized residents and their guests only. Vehicles belonging to owners and renters shall be registered with the Management Company, which will monitor the parking areas for compliance with said registration. If an owner or renter has an overnight guest, a sign shall be affixed to the interior dashboard notifying the Association of the unit hosting the

vehicle owner and the dates during which the vehicle owner will be visiting the regime. A sample notice is attached as Form A.

5. Each unit is allowed to have a maximum of two vehicles parked regularly on the property. Only approved vehicles may park in the complex, including conventional passenger vehicles and trucks or commercial vehicles of less than 2 ½ tons gross weight.

6. No boat, trailer, motor home, or recreational vehicle shall be parked on the common elements, including driveways, of the condominium property for more than 48 hours during any consecutive 14 day period, except in an individual garage.

7. No vehicle shall remain in the same space for longer than 72 hours without prior written permission. Owners and renters shall notify the Management Company of vacation times, etc.

8. No inoperable motor vehicle may be parked for more than 48 hours. Mechanical repairs to any vehicle that may damage or soil the pavement (e.g. oil) are prohibited.

9. The Board of Directors or Management Company, on the Association's behalf, reserves the right to tow abandoned or inoperable vehicles or any other vehicle in violation of these Rules and Regulations, at the owner's expense.

CLUBHOUSE

11. Persons under 16 years of age are prohibited from using the clubhouse unless they are accompanied by an adult owner or lessee.

12. Reservations for any activity or event must be scheduled through the Management Company or its agent at least two weeks prior to the desired reservation. A deposit of \$100.00, plus a non-refundable surcharge of \$25.00 per day, must be made before the reservation is confirmed. The host must be present at the clubhouse at all times guests are present. The host is responsible for cleanup and any damage caused by the host or guests during the reserved time. The deposit will be refunded only if the clubhouse is left in its original or better condition.

SNOW REMOVAL

13. Any vehicles impeding the snow removal process will be towed at the owner's expense.

STORAGE

14. Each storage bin should be clearly labeled with the owner's name and unit number on the bin door. Bins and items of personal property that are not labeled are subject to removal and disposal without notice.

15. Residents are responsible for the security of their bins. The Association is not responsible for the loss, theft, or damage of any property stored in the basement.

16. Any items (including bikes) stored in the "open space" of the basement must be kept in an orderly fashion, and identify the owner's name and unit number.

[Type here]

17. Any toys or lawn furniture placed in the common areas by a unit owner, tenant, or guest must be removed from the common area each evening.

18. The owner or tenant of a residential unit shall not store any grills, bikes, scooters, or any outdoor play equipment in the common areas, including points of entry.

19. Decks and patios may have patio type furniture or flower pots. However, with the exception of approved grills and patio furniture, decks and patios are not to be used for storage and must be cleared of all items not in use during the changing seasons.

20. Bikes and skateboards shall not be left unattended in the common areas. Bikes and skateboards must be stored inside the unit or in designated bike racks. Bikes must identify their owner by name or unit number and be fully operable. Finally, bikes and skateboards are prohibited in the lawn or pool area.

GRILLS

21. The following are allowed: propane grills with one-pound LP gas containers, UL listed electric grills, and natural gas grills installed by licensed mechanical contractors. If you want to use a 20-pound LP container, you are only permitted to do so if your deck has (approved) outdoor steps that you are required to use to transport the container, rather than carrying the container through the inside of your building, to get the container to the deck. Steps added to a deck are the maintenance and replacement responsibility of the unit owner. ** Never store the 20-pound container in your unit, including the garage. **

22. Charcoal grills are prohibited.

EXTERIOR "DECORATION"

23. No clothing, sheets, blankets, towels, laundry, or other articles can be hung out of a unit or exposed on any part of the common areas or deck. The common areas must be kept free and clear of rubbish, debris and other unsightly materials.

24. Holiday decorations are permitted one month before and no more than two weeks after the holiday. Decorative party lights and tiki torches are not allowed.

25. With the exception of holiday decorations, no owner may paint or in any manner decorate the exterior façade of the walls or add or connect equipment, structures or facilities thereto or erect any "for sale" or other sign or otherwise disturb or affect the same.

DOORS AND WINDOWS

26. In all residential units, all window coverings must appear white from the exterior of the unit. Under no circumstances shall cardboard, newspaper, aluminum foil, blankets, sheets, etc. be permitted as window coverings.

27. Any damage to windows, doors, or screens visible from the exterior of a unit must be repaired within 30 days of occurrence. It is the owners' responsibility to repair these items in accordance with Rule 29 (below).

28. If and when a unit's exterior door requires replacement, the replacement door should be made of polyvinyl, wood, covered with vinyl, or wood covered with aluminum. The exterior color shall be brown.

29. Patio doors and windows shall be improved or replaced according to the specifications provided by the Board. Any derivation from the specifications shall be corrected at the owners' expense.

PETS

31. Owners can keep a maximum of one dog, not to exceed 30 pounds, and two cats. Any violators of the pet rule must bring themselves into compliance, or the Association will commence with the due process provided for herein.

32. Owners who rent their unit are responsible for insuring the tenant's compliance with the pet rules. Pursuant to Iowa law, the Association will commence due process against the owner, not the tenant, for the tenant's noncompliance.

33. Specially trained guidance animals, signal animals, or other assistance animals are permitted as required regardless of their size.

34. Tethering of pets is prohibited.

35. Pets are prohibited in the clubhouse, pool, and laundry areas.

36. Pet waste must be placed in a sealed plastic bag before being discarded in trash containers.

37. Pets must be kept on a leash at all times when in the common areas. If you see an unattended pet, call Animal Control immediately. The City of Coralville Animal Control has been instructed to police the area regularly. Any pet found unattended will be removed from the property at the owner's expense. A fine of \$100 will be assessed against the owner if the owner's, or owner's tenant's, pet is found unattended.

MAINTENANCE

38. Owners and tenants should immediately report by e-mail or written notice any leaks or other maintenance requirements to the Management Company [Associations@keystoneproperty.net].

LANDSCAPING

39. Owners may place flowers and plants on the sidewalks, stoop and deck of their unit, and on rocked areas adjacent to their unit. Containers and shepherd's hooks must be removed at the end of the season unless they are used for hanging a maximum of one bird feeder.

[Type here]

WASTE & RECYCLING

40. The dumpster is to be used for garbage only. Large items such as furniture, carpeting, appliances etc. elsewhere or make arrangements with the Johnson County Refuse for pickup at the owner's expense.

41. Large cartons and containers should be crushed and/or cut before being placed in dumpster.

42. All garbage must be bagged and securely sealed before being placed in the dumpster. No refuse may be left in the common areas.

LAUNDRY FACILITY

43. Persons using the laundry facility are responsible for leaving the room neat and clean.

44. Persons using the laundry facility shall respectfully share the equipment.

SALES AND RENTAL UNITS

45. Owners must provide the tenant with a copy of the Rules & Regulations and provide a copy of the Rules & Regulations signed and dated by the tenants to the Management Company.

46. Owners of rental units must provide the Management Company with the tenant's contact information, the tenant's pet information (if applicable) including the number of cats and the breed and the name and weight of the dog, and the tenant's vehicle information including make, model, and license plate numbers.

47. A "move-in/move-out" fee to be determined by the Board of Directors will be assessed against the unit whenever a new tenant begins to occupy a unit.

48. Owners must confirm that renters have obtained renter's insurance, or that the owner has obtained renter's insurance on their behalf.

49. **RENT DIVERSION:** If an owner is delinquent on his/her dues, the Board or its agent will notify the tenant to send the rent payments directly to the Board or its agent until the dues are current. A sample notice of rent diversion is attached as Form F.

50. Owners must notify the Management Company if a unit is being sold, providing the date of the sale and the buyer's contact information.

SATELLITE DISHES

51. Individual Satellite Dishes. An individual satellite dish provides programming for only one owner. The following restrictions apply to any Owner's installation and use of an individual satellite dish in his/her unit:

- a. The individual satellite dish must be one meter (39.37 in.) in diameter or less.
- b. The individual satellite dish must be located wholly within an exclusive use area, or an area of the property that only you, and persons you permit, may enter and use to the exclusion of other unit owners.
- c. The individual satellite dish must not protrude beyond your exclusive use area, including into the air beyond a balcony, railing, or patio.
- d. You are not permitted to drill a hole through an exterior wall without the Management Company's permission because exterior walls are considered common areas.
- e. If you receive the Management Company's permission to drill a hole through an exterior wall, you must provide the Association with a \$50.00 deposit for any repairs necessary to fill-in any and all holes drilled for the purpose of installation.
- f. Unless you first obtain permission from the Management Company, you are prohibited from installing an individual satellite dish in any common area, including the roof and or yard/garden.
- g. For aesthetic purposes, please consult with the Management Company to determine the preferred placement of the individual satellite dish. The Association desires a uniform appearance to the extent possible.
- h. The Board reserves the right to require any owner whose satellite dish is currently in violation of this rule to relocate the satellite dish to comply with this rule.
- i. If the Association provides a collective satellite dish that reasonably accommodates an owner's choice of television programming, reception quality and prices, the Board strongly encourages the owner to use the collective satellite dish and reserves the right to deny permission to the owner for the installation of an individual satellite dish.
- j. **If a satellite dish is no longer functional and/or no longer in use, it must be removed promptly at the owner's expense.**

52. Collective Satellite Dishes. A collective satellite dish provides programming for one or more owners and may be located on the general or limited common elements. The purpose of a collective satellite dish is to minimize structural impact caused by the installation of individual satellite dishes, avoid duplicating existing cabling, allow for easy removal, maximize Owners' options for television programming, and provide a uniform and aesthetic appearance. The following restrictions apply to any Owner's use of a collective satellite dish:

- a. The Association may erect collective satellite dishes on the common elements.
- b. The Association must approve the installation, removal, number, site, and choice of collective satellite dishes.
- c. A collective satellite dish must be one meter (39.37 in.) in diameter or less.
- d. Each owner who subscribes to a collective satellite dish is responsible for all costs related to connection, programming and disconnection.
- e. Each owner who subscribes to a collective satellite dish must make a one-time payment to the Association of \$25.00 to pay for installation,

[Type here]

maintenance and removal of the collective satellite dish. The Board may assess subscribers' reasonable additional fees as necessary to cover any costs arising from the collective satellite dish.

FINES

53. Notwithstanding the due process provisions provided in Rule 54, the Association reserves the right to impose a fine of \$25.00 for any violation of the Rules and Regulations contained herein, not to exceed \$200.00. The \$25.00 fine may be assessed per diem for the same violation until the violation ceases. When the fine reaches \$200.00, the Association may initiate due process proceedings pursuant to Rule 54.

OWNER'S RIGHT TO DUE PROCESS

54. If an owner or an owner's tenant violates the Declaration, Articles of Incorporation for the Association, Bylaws, or any Rules and Regulations adopted by the Association, including any amendments to those documents, the owner (or "alleged violator") is afforded the following due process:

- a. Demand. Upon the complaint of any two owners, or upon the complaint of any two directors of the Association, outlining an alleged violation, a director of the Association shall give the alleged violator written demand to cease any alleged violation. The demand letter shall be served via certified mail or personal delivery. The written demand shall specify (1) the alleged violation; (2) the action required to abate the violation; and (3a) if the violation is a continuing one, a time period not less than seven days during which the violations may be abated without further sanction; or (3b) if the violation is not a continuing one, a statement that any further violation of the same nature may result in the imposition of a fine after notice and a hearing. Sample demand notices are attached as Forms B and C.
- b. Notice. Within 12 months of such demand, if the violation continues past the period stated in the demand for abatement without penalty, or if the same violation subsequently occurs, the Board shall serve the alleged violator with written notice of a hearing. The notice shall be served via certified mail or personal delivery. The notice shall contain the nature of the alleged violation, the time and place of the hearing, which shall be scheduled not less than seven days after delivery of the notice, an invitation to attend the hearing and produce any evidence, including the alleged violator's testimony and witnesses on the alleged violator's behalf, and the proposed penalty to be imposed. The notice shall also include a waiver for the owner's signature should the owner desire to waive his/her right to a hearing. Sample notices of hearing and waiver are attached as Forms D and E.
- c. Hearing. The hearing shall occur before a committee and at least one member of the Board. The Board member shall record the Minutes but shall not vote. If the committee, by a majority vote, does not approve a proposed penalty or suspension, it shall not be imposed. Pursuant to the notice, the violator will be given a reasonable opportunity to be heard. The alleged violator shall have the right to present evidence at the hearing (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his or her own expense.

Prior to the effectiveness of any fine, proof of notice shall be included in the hearing minutes. Such proof shall be deemed adequate if the officer or director who delivered such notice produces a copy of the notice, together with a statement of the date and manner of delivery. If the violator appears at the hearing, the notice requirement is satisfied. Minutes from the hearing shall contain a statement of the results of the hearing, including the sanction imposed, if any.

d. Committee. The committee shall consist of at least three members randomly selected by the Board who are not officers, directors, or employees of the Association, or the spouse, parent, child, brother, or sister of an officer, director, employee, or the alleged violator. Owners to serve on the committee shall receive a \$20.00 credit against their annual assessment for serving on the committee. Conversely, if an owner refuses to serve on the committee, a fine of \$25.00 shall be assessed against the owner.

e. Penalties. The Board may suspend, for a reasonable period of time, the rights of an owner (and of an owner's tenants, guests, or invitees), or both, to use common areas and may levy reasonable penalties, not to exceed one hundred dollars per violation, against any owner. A penalty may be levied on the basis of each day of a continuing violation, with a single notice and opportunity for hearing, except that the penalty shall not exceed one thousand dollars in the aggregate.

f. Payment and Lien. The violator shall have 30 days from the date the notice of the fine is mailed or delivered to the violator to pay the full amount of the fine. Any unpaid amount due from the owner constitutes a lien against the owner's unit. Any payments made by the owner, subsequent to the issuance of the fine, shall first be applied to outstanding fine(s). Upon levying the fine or at any time thereafter, the Association may record in the Johnson County Recorder's Office, a Notice of Lien Claim, notifying the public of the amount of the fine due from the Owner.

g. Fines and Assessments not subject to due process. The due process requirements contained in this rule do not apply to the imposition of penalties or suspension upon any owner because of the failure of the owner to pay assessments or other charges when due.

FINES AND ASSESSMENTS NOT SUBJECT TO DUE PROCESS

55. When the Association tows a vehicle, towing expenses will be assessed against the owner *in addition to* any fines assessed pursuant to the due process provision contained herein.

56. Legal fees can be assessed against the owner *in addition to* any fines assessed pursuant to the due process provision contained herein.

57. Association dues, late fees, and interest addressed in the following section will be assessed against the owner *in addition to* any fines assessed pursuant to the due process provision contained herein.

[Type here]

ASSOCIATION DUES

58. Association dues must be paid on or before the first of each month. A late fee of \$25.00 per month will be assessed against the owner/unit if payment is made on or after the tenth day of the month.

59. When an owner fails to pay monthly assessments on time, such fees will be assessed to the owner of the unit and will constitute a lien on the unit. The Association reserves the right granted in the Declaration to accelerate the remaining balance of the annual assessment in the event an owner fails to make timely payments.

COMPLAINTS, CONCERNS, & COMMENTS

60. Owners and tenants are encouraged to communicate directly with the Management Company by regular mail or e-mail. [Associations@keystoneproperty.net]

BOARD OF DIRECTORS

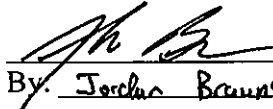
61. An owner must be in good standing, without any delinquent assessments, fines, or dues, before she or he is permitted to sit on the Board.

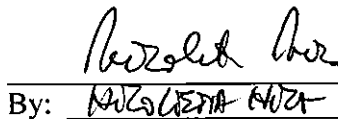
RULES SUBJECT TO DECLARATION AND B-LAWS

62. These Rules and Regulations are subject to the Declaration and Bylaws of Oakwood Village Condominiums as recorded with the Johnson County Recorder in Book 705, Page 290 and any amendments thereto. In the event that any Rule/Regulation contradicts a provision in said Declaration and/or Bylaws, the Rule/Regulation is considered null and void and the Declaration and/or Bylaw is enforceable.

THE FOREGOING RULES AND REGULATIONS ARE *IN ADDITION TO* THE RULES AND PROVISIONS PROVIDED IN THE DECLARATION AND BYLAWS OF OAKWOOD VILLAGE CONDOMINIUMS AND AMENDMENTS THERETO, WHICH CAN BE FOUND ON THE JOHNSON COUNTY RECORDER'S WEBSITE.

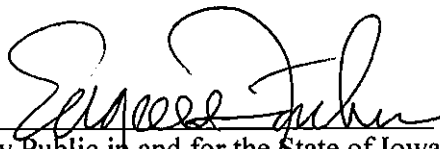
The foregoing **Rules and Regulations** were adopted by the Oakwood Village Owners Association and approved at a meeting held the 14th day of February 2016.


By: Jordan Brauns, President

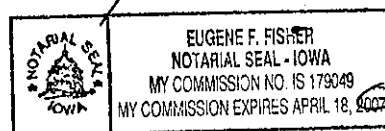

By: Elizabeth Ann, Secretary

STATE OF IOWA)
) SS:
 JOHNSON COUNTY)

On this 19 day of February 2016, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared JORDEN BRAUNIS to me personally known, who being by me duly sworn, did say that he is the President, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.

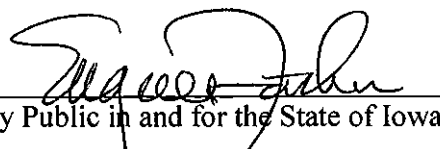

 Notary Public in and for the State of Iowa.

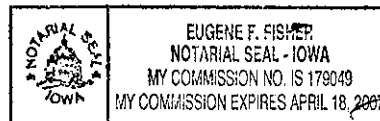
STATE OF IOWA)
) SS:
 JOHNSON COUNTY)



EF

On this 17 day of February 2016, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared NICOLETTA NICA to me personally known, who being by me duly sworn, did say that she is the Secretary, of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Secretary as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.


 Notary Public in and for the State of Iowa.



2016 EF

7493



Doc ID: 026223500004 Type: GEN
 Kind: CONDOMINIUM AMEND
 Recorded: 02/19/2016 at 11:30:57 AM
 Fee Amt: \$22.00 Page 1 of 4
 Johnson County Iowa
 Kim Painter County Recorder

BK 5475 PG 680-683

SPACE ABOVE THIS LINE FOR RECORDER

Preparer/Return	M.K. Pilcher Hayek	120 E. Washington St.	Iowa City, Iowa 52240-3924	319-337-9606
Address:	Individual's Name	Street Address	City/State/Zip	Phone

**AMENDMENT TO BYLAWS AND THE DECLARATION OF SUBMISSION TO
 HORIZONTAL PROPERTY REGIME PURSUANT TO IOWA CODE CHAPTER 499B
 FOR OAKWOOD VILLAGE OWNERS ASSOCIATION**

The undersigned officers of Oakwood Village Owners Association hereby certify that the following Resolution amending Bylaws and the Declaration of Submission to Horizontal Property Regime Pursuant to Chapter 499B of the Code of Iowa for Oakwood Village Condominiums, which Declaration is dated the 15th day of June, 1984 and recorded in Book 705, Page 270, Records of Johnson County, Iowa, was presented to all owners of condominium units in the regime pursuant to Article VII of the Bylaws and Article XII of the Declaration of said regime at an annual meeting held the 14th day of February 2016; that all the requirements of said Bylaws and the Declaration were met; and that said Resolution was duly adopted by an affirmative vote of 66 2/3 % of all votes entitled to be cast at the meeting, to-wit:

RESOLVED, that Article I, Paragraph 3, of the Bylaws, referencing the execution of a certificate when more than one person is the owner of the same unit, and reference thereto contained in Article II, Paragraph 4, of the Bylaws, which are attached as Exhibit F of the Declaration of Submission to Horizontal Property Regime Pursuant to Chapter 499B of the Code of Iowa for Oakwood Village Owners Association, are rescinded. Article I, Paragraph 3, is replaced with the following:

The owners of each lot shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as lots. Votes of a single lot may not be divided.

RESOLVED, that Article XII, Paragraph 2, of the Declaration, regarding an amendment of ownership interest is rescinded and replaced with the following:

No amendment shall change the fractional interest of ownership in the common elements appurtenant to a unit unless the unit concerned and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

RESOLVED, that Article VI, Paragraph 3, of the Bylaws, regarding special assessments, shall be rescinded and replaced with the following:

In addition to the assessments against the unit owners provided for in Paragraph 2, the Board of Directors shall have the authority to levy special assessments, if deemed necessary by the Board of Directors, to finance or perform any of the Association's obligations under the Declaration. Further, the Association may levy a special assessment in addition to the annual assessment for the purpose of paying, in whole or in part, the cost of the construction of a capital improvement not required of the Association under this Declaration, or other discretionary expenditure. No special assessment described in this paragraph shall be levied unless a majority of the members entitled to vote and present in person or by proxy at a regular or special meeting approve the special assessment.

RESOLVED, that Article VIII, Paragraph 4, regarding amendments to the Rules and Regulations, is amended so that the language "The initial Board of Directors shall adopt the initial Rules and Regulations which may be added to, amended, modified or altered by the affirmative vote of the members representing a majority of the units votes in the Association," is rescinded and replaced with the following:

The initial Board of Directors shall adopt the initial Rules and Regulations, which may not be added to, amended, modified, or altered unless a majority of the members entitled to vote and present in person or by proxy at a regular or special meeting approve the amendment.

RESOLVED, that the final sentence in Article VII, Paragraph 2, of the Declaration regarding compliance is rescinded and replaced with the following:

A failure to comply with the Bylaws, the Declaration, the Rules and Regulations, and provisions of the Horizontal Property Act, or any agreement or determination thus lawfully made, shall be grounds for an action to recover sums due for damages, including reasonable attorney fees, on the part of the Association or any owner and any mandatory or other injunctive relieve, without waiving either remedy.

RESOLVED, that Article VII, Paragraph 11, of the Declaration shall be amended to rescind the name and address of Frank J. Eicher and replace it with the following:

M.K. Pilcher Hayek, 120 E. Washington St., Iowa City, IA 52240.

RESOLVED, that Article IX, Paragraph 2(f), of the Declaration shall be rescinded.

All other provisions of the original Declaration of Submission of Property to Horizontal Property Regime Pursuant to Chapter 499B of the Code of Iowa for of Oakwood Village Condominiums not amended herein shall remain in full force and effect.

- 3 -

This Amendment shall take effect upon recording.

FURTHER RESOLVED, that the President and Secretary of Oakwood Village Owners Association shall certify a copy of the Resolution in recordable form to be recorded in the Records of Johnson County, Iowa.

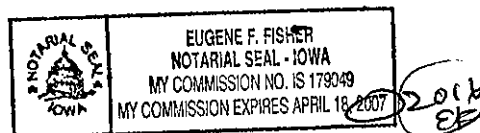
DATED this ____ day of February 2016.

OAKWOOD VILLAGE OWNERS ASSOCIATION

BY: *Jordan Brauns*
Jordan Brauns, President

BY: *Nicole Nica*
Nicole Nica, Secretary

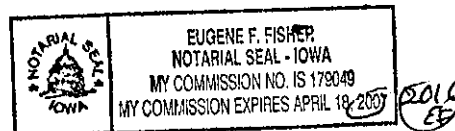
STATE OF IOWA)
) SS:
 JOHNSON COUNTY)



On this 19 day of February 2016, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Jordan Brauns to me personally known, who being by me duly sworn, did say that she is the President of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said President, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.

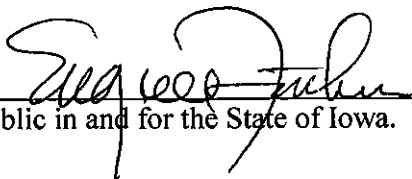
Eugene F. Fisher
 Notary Public in and for the State of Iowa.

STATE OF IOWA)
) SS:
 JOHNSON COUNTY)

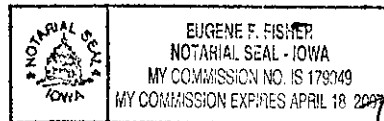


On this 17 day of February 2016, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Nicole Nica to me personally known, who being by me duly sworn, did say that she is the Secretary of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Secretary, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her voluntarily executed.

- 4 -



Notary Public in and for the State of Iowa.



2006
EF