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FILED NO.
BOOK 3023 PAGE 467
00 DEC -8 PM 3:46
JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

Prepared by: Craig N. Willis, P.O. Box 143, Iowa City, IA, 52244 (319) 337-9621

See File 166 G DRAWER #45 (Drawings)

DECLARATION OF CONDOMINIUM
TOWER PLACE AND PARKING

PREFACE: The Declarant, the City of Iowa City, has deemed it in the public interest to construct a public parking facility at the corner of Iowa Avenue and Linn Street in Iowa City, Iowa, which public parking structure is to include a private parking area appurtenant to an assisted housing facility, as well as certain privately owned commercial units in a horizontal property regime. As a result of this unusual combination of various ownerships, certain departures from condominium practice are implied. Among those departures is the fact that the basic structure is not a common element as defined by the Horizontal Property Act; but is part of the unit retained by the Declarant. The common elements subject to common ownership and a portion of expenses are deliberately few in number. The association of owners, denominated by the declaration as the Council of Co-owners, has a limited role and is formed as an unincorporated association, meeting only on an ad hoc basis to perform the limited functions necessary.

The Declarant, therefore, states that the land described in Article I, Paragraph A of this declaration is hereby submitted to a horizontal property regime as defined by Chapter 499B, Code of Iowa (1999) named Tower Place and Parking, to be subject to the covenants, conditions, uses, limitations and obligations as specified in this declaration.

ARTICLE I
DESCRIPTION OF LAND AND BUILDING

A. **Land**. The land submitted to the regime herein described is as follows: Lots 1, 2, 3 and 4, Block 61, Iowa City, Iowa, according to the recorded plat thereof.

B. **Description of Building**. The building subject to the regime shall be a 6-level parking facility including spaces for commercial units on the west end, as well as commercial spaces at the northeast corner of the building along Iowa Avenue, and along Gilbert Street. The configuration of the building and the composite building materials are all shown of record on the building plans attached hereto as Exhibit A.

ARTICLE II
UNITS

The units of the condominium regime, being those areas susceptible of separate ownership as described by the Horizontal Property Act are relatively located as shown on the schematic diagram filed with this Declaration as Exhibit B and are further described as follows:

A. **Unit 1A.**

1. **Definition of Space.** Unit 1A is located at the southwest corner of the street level of the structure, consists of 5,599 square feet and includes the mezzanine, as shown on as Exhibit "B". The unit is bounded on the bottom by finished floor elevation of 680.00, on the top by the finished ceiling elevation of 702.00, and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article. Unit 1A excludes the stairway located at the southeast corner, as such stairway exists between the bottom elevation of Unit 1A and the top elevation of Unit 2A, which stairway is a limited common element appurtenant to Units 1A and 2A as defined herein.

2. **Easements Appurtenant to Unit 1A.** The owner of Unit 1A shall be entitled to the right of access to said unit over and across the portion of Unit 3 labeled on Exhibit B as Exit Court, which Exit Court accesses the public street and the public elevators and stairways at the east end of the Exit Court, which in turn has access to the public parking on each of the parking levels.

3. **Limited Common Elements Appurtenant to Unit 1A.** Appurtenant to Unit 1A, and therefore devolving to succeeding owners of Unit 1A without special reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

   a. An undivided one-half interest in the stairway at the southeast corner of Unit 1A, bounded on the bottom by bottom elevation of Unit 1A, on the top by the top elevation of Unit 2A, on the sides by the inside surfaces of the concrete walls defining the stairwell. Maintenance responsibilities shall be apportioned between the owners of Units 1A and 2A, as those owners may from time to time determine by written or unwritten, recorded or unrecorded agreement. The City shall have no maintenance responsibilities for this stairway. The door from the stairway to the exterior shall be part of Unit 3, but shall be maintained by the owners of Units 1A and 2A, as they may determine.

b. Seven City of Iowa City parking permits for parking without fee in the parking portion of the regime, two of which are to be specifically located on the ground level of the parking in the south parking bay directly east of the transformer. These parking rights may not be sold or assigned separately from Unit 1A.

4. **Easements to which Ownership is Subject.** None, except as expressly provided elsewhere in this document.

B. **Unit 1B.**

1. **Definition of Space.** Unit 1B is located on the street level of the structure, immediately north of the Exit Court, and consists of 1,391 square feet, as shown on Exhibit "B". The unit is bounded on the bottom by finished floor elevation of 680.00, on the top by the finished ceiling elevation of 702.00, except as to the portion beneath the mezzanine, as to which the top elevation shall be 690.67, and on the sides by the defining vertical surfaces shown on the plans and more particularly described in Section L1 of this Article.

2. **Easements Appurtenant to Unit 1B.** The owner of Unit 1B shall have the right of access over and across that portion of Unit 3 labeled on Exhibit B as the Exit Court, which Exit Court accesses the public street and the public elevators and stairways at the east end of the exit court, which in turn has access to the public parking on each of the parking levels. The owner of Unit 1B shall have an easement over Unit 1H for the construction, operation, maintenance, repair and replacement of such pipes, conduits, cables, ducts and wires leading from Unit 1B to the shared upper Mechanical Room as are reasonably necessary to any permitted use of Unit 1B.

3. **Limited Common Elements Appurtenant to Unit 1B.** Appurtenant to Unit 1B, and therefore devolving to succeeding owners of Unit 1B without special reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

a. An undivided one-half interest in 330 square foot upper Mechanical Room located on the mezzanine level adjacent to Unit 1H, bounded on the bottom by elevation 691.34, on the top by elevation 702.00 and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article. Maintenance responsibilities shall be proportioned between the owners of Units 1B and 1G as those owners may from time to time agree. The City shall have no maintenance responsibility for this Mechanical Room. The door on the

mezzanine level from the parking facility to said Mechanical Room shall be owned and maintained by the owners of Units 1B and 1G. The electric usage for the air handling equipment located in said Mechanical Room serving Units 1B and 1G shall be billed to the owner of Unit 3. This charge shall then be apportioned to Unit 1B and to Unit 1G based on their respective percentages of the measured energy uses of the two units as more particularly described in Article IIIB.2. For example, if, for a given period, Unit 1B uses 6 BTU and Unit 1G uses 8 BTU and the total electric bill for the equipment jointly serving Units 1B and 1G is $280.00, the charge to Unit 1B shall be $120.00 and to Unit 1G shall be $160.00. These charges shall be billed and paid as described in Article IIIB.2.

4. **Easements to which Ownership is Subject**. Unit 1B shall be subject to an easement in favor of Unit 1G for the construction, operation, maintenance, repair and replacement of such pipes, conduits, cables, ducts and wires leading from the shared upper Mechanical Room to Unit 1G as are reasonably necessary to any permitted use of Units 1G.

C. **Unit 1C.**

1. **Definition of Space**. Unit 1C is located on the lower level of the north side of the building along Iowa Avenue having gross area of 4,295 square feet being defined on the bottom by finish floor elevation of 670.00 (with the exception of the stairwell at the southeast corner of the unit, having floor elevation of 666.67), on the top by ceiling elevation varying between 678.33 and 683.45 feet, and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article.

2. **Easements Appurtenant to Unit 1C**. The owner of Unit 1C shall have an easement for access to such unit over and across that portion of Unit 3 that is shown on Exhibit B to be the entrance court from Gilbert Street.

3. **Easements to which Unit Ownership is Subject**. None, except as expressly provided elsewhere in this document.

4. **Limited Common Elements Appurtenant to Unit 1C**. Appurtenant to Unit 1C and therefore devolving succeeding owners of Unit 1C without special reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

a. An undivided one-half interest in the 88 square foot exitway located at the southeast corner of Unit 1C and at the southwest corner of Unit 1D, which exitway connects the respective units to the entrance court leading to Gilbert Street. The exitway is bounded on the bottom by elevation 666.67, on the top by finished ceiling elevation of Units 1C and 1D, and on the sides by defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article. Maintenance of the exitway shall be apportioned among the owners of Unit 1C and 1D as they shall from time to time determine. The City shall have no maintenance responsibility for the exitway. The door leading from the entrance court to the exitway shall be owned and maintained by the owners of Units 1C and 1D.

D. **Unit 1D.**

1. **Definition of Space.** Unit 1D is located at street level of Gilbert Street at the northeast corner of the building. Unit 1D has gross area of 3, 161 square feet and is bounded on the bottom by finish floor elevation of 666.67, on the top by finished ceiling elevation varying between 678.33 and 679.33 feet, and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article.

2. **Easements Appurtenant to Unit 1D.** The owner of Unit 1D shall have an easement for access to said unit over and across that portion of Unit 3 that is shown on Exhibit B to be the entrance court from Gilbert Street.

3. **Easement to which the Unit Ownership is Subject.** None, except as expressly provided elsewhere in this document.

4. **Limited Common Elements Appurtenant to Unit 1D.** Appurtenant to Unit 1D and therefore devolving to succeeding owners of Unit 1D without special reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

   a. An undivided one-half interest in the 88 square foot exitway located at the southeast corner of Unit 1C and at the southwest corner of Unit 1D, which exitway connects the respective units to the entrance court leading to Gilbert Street. The exitway is bounded on the bottom by elevation 666.67, on the top by finished ceiling elevation of Units 1C and 1D, and on the sides by defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article. Maintenance of the exitway shall be apportioned among the owners of Unit 1C and 1D as they

shall from time to time determine. The City shall have no maintenance responsibility for the exitway. The door leading from the entrance court to the exitway shall be owned and maintained by the owners of Units 1C and 1D.

E. **Unit 1E.**

1. **Definition of Space.** Unit 1E is located on the east side of the street level of the building along Gilbert Street, immediately south of the entrance court providing access to Gilbert Street. Unit 1E has gross area of 1,173 square feet and is bounded on the bottom by finished floor elevation of 666.67, on the top by finished ceiling elevation varying between 678.33 and 679.33 feet, and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article.

2. **Easements Appurtenant to Unit 1E.** The owner of Unit 1E shall be entitled to an easement for ingress and egress to said unit over that portion of Unit 3 that is the entrance court off of Gilbert Street.

3. **Easements to Which Unit Ownership is Subject.** None, except as expressly provided elsewhere in this document.

F. **Unit 1F.**

1. **Definition of Space.** Unit 1F is the reserved parking area on the lower level, having access to the public street system on Gilbert Street and having gross square footage in the amount of 15,500 square feet, all as shown on the plans, which unit is bounded on the bottom by the sloping surface having variable elevation forming the bottom deck of the parking within the unit, on the top by the underside of the level of parking next succeeding vertically, on the south side by the inside surface of the exterior walls of the structure, on the west by the inside surface of the most westerly wall of the lower unit, on the north by the south wall of the areas labeled successively from west to east, "Electrical Room, landscaping, snow pit, Mechanical Room, landscaping, snow pit, landscaping", and then following to the south of the inside surfaces of the wall defining the westerly portion and southerly portion of the area located on the attached plans as 1E and on the east by the projection of the inside of the support pillars of the ingress and egress onto Gilbert Street, excluding from such area the stairway (as defined by the inside surfaces of the concrete walls forming the stairwell) and the elevator shaft and entrance lobbies for the elevator, both located at the southwesterly corner of the unit. The unit includes the parking gate equipment located therein.

2. **Easements Appurtenant to Unit 1F.** Appurtenant to Unit 1F is an exclusive easement, existing for so long as Unit 1F is appurtenant to an assisted housing project in which all units are occupied by residents who are initially admitted by qualifying for some form of rental assistance, or is subject to a mortgage and Regulatory Agreement dated and recorded September 3, 1980 in Book 291, Page 309 and in Book 580, Page 100, respectively, for ingress to and egress from the ground level to the surface level of Unit 1F over and across the stairway and elevator (with associated lobbies) described in Paragraph 1, immediately above.

3. **Easements to which Unit Ownership is Subject.** Unit 1F is subject to an easement for ingress and egress in favor of the City to the eastern-most area labeled "landscaping," immediately to the north of the unit. Such access will be exercised through the doorway from Unit 1F into the eastern-most area labeled "landscaping" and will be limited to such times and in such manner as is reasonable in light of the parking use of the owner of Unit 1F.

4. **Maintenance Responsibility for Stairway and Elevator.** The City shall be responsible to maintain the mechanical and electrical systems associated with the elevator excepted from the definition of Unit 1F. The owner of Unit 1F shall be responsible for routine cleaning of the elevator and associated lobbies and the stairway over which the owner of Unit 1F has an access easement. The City shall indemnify and hold the owner of Unit 1F harmless from damages resulting from the City's performance or failure to perform its maintenance obligations described in this paragraph. The owner of Unit 1F shall indemnify and hold the City harmless for damages resulting from said owner's performance or failure to perform its maintenance obligations described in this paragraph.

G. **Unit 1G.**

1. **Definition of Space.** Unit 1G is located at the northwesterly corner of the street level of the structure and consisting of 2,336 square feet. The unit is bounded on the bottom by finished floor elevation of 680.00, on the top by finished ceiling elevation of 702.00, except as to the portion beneath the mezzanine as to which the top elevation shall be 690.67, and on the sides by the defining vertical surfaces shown on Exhibit B and as more particularly described in Section L1 of this Article.

2. **Easements Appurtenant to Unit 1G.** The owner of Unit 1G shall have an easement for the construction, operation, maintenance, repair and replacement of such pipes, conduits, cables, ducts and wires over and across Unit 1B leading from the upper Mechanical Room shared with Unit 1B as are reasonably necessary to any permitted use of Unit 1G. The owner of Unit 1G shall further have an easement for the construction, operation, maintenance, repair and

replacement of such utility lines over and across Unit 1H as are reasonably necessary to any permitted use of Unit 1G.

3. **Limited Common Elements Appurtenant to Unit 1G.** Appurtenant to Unit 1G and therefore devolving to succeeding owners of Unit 1G without special reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

   a. An undivided one-third interest in the stairway at the northeast corner of Unit 1G, bounded on the bottom by the bottom elevation of Unit 1G, on the top by the top elevation of Unit 2B and on the sides by the inside surfaces of the concrete walls defining the stairwell. Maintenance responsibilities for the stairway shall be apportioned between the owners of Unit 1G, 1H and 2B as those owners may from time to time determine by written or unwritten, recorded or unrecorded agreement. The City shall have no maintenance responsibility for the stairway. The door from the stairway to the exterior on the ground level and the door from the stairway to the parking structure on the second level shall be portions of Unit 3, but shall be maintained by the owners of Units 1G, 1H and 2B as they may determine.

   b. An undivided one-half interest in the 330 square foot upper Mechanical Room located on the mezzanine level adjacent to Unit 1H, bounded on the bottom by elevation 691.34, on the top by elevation 702.00, and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article. Maintenance responsibilities shall be apportioned between the owners of Units 1B and 1G as those owners may from time to time agree. The City shall have no maintenance responsibility for this Mechanical Room. The door on the mezzanine level from the parking facility to this Mechanical Room shall be owned and maintained by the owners of Unit 1B and 1G. The electric usage for the air handling equipment located in the Mechanical Room serving Units 1B and 1G shall be billed to the owner of Unit 3. This charge shall then be apportioned to Unit 1B and to Unit 1G based on their respective percentages of the measured energy uses of the two units as more particularly described in Article IIIB.2. For example, if, for a given period, Unit 1B uses 6 BTU and Unit 1G uses 8 BTU and the total electric bill for the equipment jointly serving Units 1B and 1G is $280.00, the charge to Unit 1B shall be $120.00 and to Unit 1G shall be $160.00. These charges shall be billed and paid as described in Article IIIB.2.

4. **Easements to which Ownership is Subject.** None, except as expressly provided elsewhere in this document.

H. **Unit 1H.**

1. **Definition of Space.** Unit 1H is located on the northerly portion of the mezzanine and consists of 1,691 square feet. Unit 1H is bounded on the bottom by elevation 691.34, on the top by elevation 702.00, and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article.

2. **Easements Appurtenant to Unit 1H.** The owner of Unit 1H shall have the right of access over and across that portion of Unit 3 shown as the public stairway and elevator area connecting to the ground floor and the rest of the parking structure.

3. **Limited Common Elements Appurtenant to Unit 1H.** Appurtenant to Unit 1H and therefore devolving to succeeding owners of Unit 1H without special reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

   a. An undivided one-third interest in the stairway at the northeast corner of Unit 1H, bounded on the bottom by the bottom elevation of Unit 1G, on the top by the top elevation of Unit 2B and on the sides by the inside surfaces of the concrete walls defining the stairwell. Maintenance responsibilities for the stairway shall be apportioned between the owners of Unit 1G, 1H and 2B as those owners may from time to time determine by written or unwritten, recorded or unrecorded agreement. The City shall have no maintenance responsibility for the stairway. The door from the stairway to the exterior on the ground level and the door from the stairway to the parking structure on the second level shall be portions of Unit 3, but shall be maintained by the owners of Units 1G, 1H and 2B as they may determine.

4. **Easements to which Unit 1H is subject.** Unit 1H shall be subject to an easement in favor of Units 1B and 1G for the construction, operation, maintenance, repair and replacement of such utility lines leading from Units 1B and 1G to the shared upper Mechanical Room as are reasonably necessary to any permitted use of Units 1B and 1G.

I. **Unit 2A.**

1. **Definition of Space.** Unit 2A is the southerly portion of the second level of the structure excluding the area labeled on Exhibit B as "Open to Below" excluding the stairway and elevator and associated lobby northerly and easterly of the unit. Unit 2A consists of 3,890 square feet. Unit 2A is bounded by floor elevation 702.67, ceiling elevation varying from 712.50 to 713.40, and on the sides by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article.

2. **Easements Appurtenant to Unit 2A.** The owner of Unit 2A shall have the right of access over and across the stairway, elevator and associated lobby located to the northeast of the unit.

3. **Limited Common Elements Appurtenant to Unit 2A.** Appurtenant to Unit 2A, and therefore devolving to succeeding owners of Unit 2A without special reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

   a. An undivided one-half interest in the stairway at the southeast corner of Unit 2A, bounded on the bottom by bottom elevation of Unit 1A, on the top by the top elevation of Unit 2A, on the sides by the inside surfaces of the concrete walls defining the stairwell. Maintenance responsibilities shall be apportioned between the owners of Units 1A and 2A, as those owners may from time to time determine by written or unwritten, recorded or unrecorded agreement. The City shall have no maintenance responsibilities for this stairway. The door from the stairway to the exterior shall be part of Unit 3, but shall be maintained by the owners of Units 1A and 2A, as they may determine.

4. **Easements to which Ownership is Subject.** None, except as expressly provided elsewhere in this document.

J. **Unit 2B.**

1. **Definition of Space.** Unit 2B is located on the northerly portion of the second level of the structure and excludes the area labeled as "Open to Below" on Exhibit B and excludes the elevator, stairway and associated lobbies adjacent to the southeast of the unit. Unit 2A consists of 3,924 square feet as bounded on the bottom by elevation 702.67, on the top by elevation varying from 712.50 to 713.40, and on the side by the defining vertical surfaces shown on the plans and as more particularly described in Section L1 of this Article.

2. **Easement Appurtenant to Unit 2B.** The owner of Unit 2B shall be entitled to an easement for ingress and egress purposes over and across the stairway, elevator and associated lobbies located immediately to the southeast of the unit.

3. **Limited Common Elements Appurtenant to Unit 2B.** Appurtenant to Unit 2B and therefore devolving to succeeding owners of Unit 2B without specific reference to such rights appearing in the conveyance documents are the following ownership rights which are limited common elements of the condominium regime.

   a. An undivided one-third interest in the stairway located at the northeasterly corner of Unit 2B bounded on the bottom by the bottom elevation of Unit 1G, on the top by the top elevation of Unit 2B and on the sides by the inside surfaces of the concrete walls defining the stairwell. Maintenance responsibilities for the stairway shall be apportioned between the owners of Unit 1G, 1H and 2B as those owners may from time to time determine by written or unwritten, recorded or unrecorded agreement. The City shall have no maintenance responsibility for the stairway. The door from the stairway to the exterior on the ground level and the door from the stairway to the parking structure on the second level shall be portions of Unit 3, but shall be maintained by the owners of Units 1G, 1H and 2B as they may determine.

4. **Easements to which Ownership is Subject.** None, except as expressly provided elsewhere in this document.

K. **Unit 3.**

1. **Definition of Space.** Unit 3 is the public parking facility and shall consist of all parts of the structure not specifically defined as lying within any of the other units or limited common elements. Unit 3 shall consist of all structural elements of the structure or limited common elements, including all poured concrete or concrete block walls separating Unit 3 from other units or from the outside, including all windows and doors in these walls. Unit 3 does not include interior walls which are not either poured concrete or concrete block.

2. **Easements Appurtenant to Unit 3.** The City reserves right of access over and across Unit 1F for access to the easterly-most space labeled "Landscaping", as shown by Exhibit B to be north of Unit 1F.

3. **Easements to which Unit Ownership is Subject.** Unit 3 is subject to easements as above described in favor of the units 1A, 1B, 1G, 1H, 2A and 2B over and across the exit court adjacent to Linn Street and the elevator and stairway core immediately adjacent to the exit court providing access to these units and to the public parking area. Unit 3 is further subject to easements for ingress and egress in favor of Units 1-C, 1-D and 1-E over and across the entrance court having access to Gilbert Street and is subject to the access easement in favor of Unit 1F as described in Article II, F2, above.

4. **Additional Ownership Attributes of Unit 3.** For further specific definition of ownership rights of Unit 3 with respect to items located within individual units, and for description of easements over such units in favor of Unit 3, see paragraph L.8, below.

L. **Provisions Applicable to all Units (Except Unit 3)**

1. **Defining Vertical Surfaces of All Units (Except Unit 3).** The term "defining vertical surfaces" used in the definition of the individual units shall mean, in the case of poured concrete walls or concrete block walls, the surface of the wall closest to the unit being defined. In the case of interior walls that separate units from each other, which walls are composed of central sound barrier and utility area with steel stud walls on each side of the barrier, the term "defining vertical surfaces" shall mean a vertical plane bisecting the central sound barrier and utility area. It is the intention of this definition that the City, as owner of Unit 3, shall own all concrete or concrete block structural elements of the regime and that the individual owners shall own the steel studs within their respective units and all attachments thereto.

2. **Variations in Floor and Ceiling Elevation Due to Construction Irregularities.** If the inside surface of any floor or ceiling for which an elevation is given above as a defining plane of any unit varies, due to construction irregularities, from the planned elevation, the unit shall be defined by the surface as actually constructed.

3. **Projection of Structural Elements Below Top Elevation of a Unit.** There shall be excepted from each unit (except Unit 3) any portion of a structural element contributing to the rigidity of the building which projects below the elevation stated above as the top surface of the unit.

4. **Subdivision of Units.** Units 1A, 1C, 1D, 1F, 2A and 2B may be subdivided into smaller units, susceptible of separate ownership, subject to the following limitations:

a. No division shall affect the exterior integrity of the structure without the express permission of the owner of Unit 3, as expressed by the City Manager or his designee.

b. No resulting unit shall be smaller than the original size of Unit 1-E. (Unit 1-E is therefore not subject to subdivision).

c. All procedures for subdivision specified below are followed.

5. **Procedures to Subdivide.** In order to make a unit susceptible of subdivision eligible for separate ownership, the owner of the unit to be subdivided shall file with the Johnson County Recorder a document entitled "Amendment of Declaration of Condominium for Subdivision Purposes", which document shall contain the following provisions:

a. A description of the newly created subunits, as illustrated by a graphic representation filed with the amendment.

b. A unique designation for each subunit, using as a basis the original unit designation.

Example: If Unit 1A is to be divided into two subunits, the filed documents should designate the subunits as Unit 1A-1 and Unit 1A-2.

c. An allocation of easements to which the original unit is subject and which are appurtenant to the original unit among the respective subunits.

d. An allocation among the proposed subunits of the percentages of responsibility for common expenses and of voting power originally assigned by this Declaration to the unit to be subdivided, based on relative areas of the property subunit.

e. Special Restrictions on the Subdivision of Unit 1F. In addition to the requirement of subparagraphs a, b, c, and d, no subdivision of Unit 1F shall involve relocation of the entrance to the parking area from Gilbert Street or involve the use of any subunit for short-term parking.

6. **Cross-Easements**. Each unit is entitled to an easement through all other units for the placement, operation, maintenance and replacement of utility services, such as gas, electric, water and sewer, telephone, cable television and any other service utility, as shown on the plans filed with this Declaration, or as may reasonably be required by the use of any owner.

7. **References to the City**. Throughout this declaration, references are made to "The Declarant", "The City", and "The Owner of Unit 3." All of these terms are interchangeable and refer to the City of Iowa City, Iowa.

8. **Exceptions from Unit Definitions**. Excepted from the definitions of Units 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 2A and 2B shall be:

   a. The monitoring and controlling devices located within the respective units which devices measure energy consumption within the units by the heating and cooling system. This exception notwithstanding, the thermostats and the air-handling devices within each unit remain a part of each respective unit.

   b. The fire detection systems located within the respective units.

   The items excepted from unit definitions by virtue of paragraphs 8a and 8b will, by definition, remain part of Unit 3. The owner of Unit 3 shall have an easement over Units 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 2A and 2B for access to the items defined by paragraphs 8a and 8b to be parts of Unit 3, such easement to be exercised upon such notice to the owner of the unit access to which is sought as is reasonable under the circumstances (including safety) that occasion the need for access. No individual unit owner shall maintain, repair or replace any of the items defined in paragraphs 8a of 8b without written consent of the owner of Unit 3 as expressed by the City Manager or his designee. The expenses incurred by the owner of Unit 3 in maintaining, repairing or replacing any of the items defined in paragraphs 8a and 8b shall be billed to the owner of the unit in which the specific maintenance, repair or replacement is made.

   c. Those portions of the sprinkler system extending from the unit boundaries to and including the flow switches, tamper switches and shut-off valves within each respective unit, which portions shall be general common elements. The remaining portions of the sprinkler system within each unit shall be part of the individual units.

M. **Skywalk.**

At the time of the execution of the Declaration, it is contemplated that City intends to construct a skywalk connecting the parking facility that is part of Unit 3 of this regime to the building to the south across the public alley which building is owned by the City and currently operated as the Senior Center. No consent by any unit owner in this regime shall be required for the construction of the skywalk. The unit owners acknowledge that the City may make any provisions for the time and manner of use of the skywalk without the requirement of consent of the unit owners of this regime. The unit owners and their invitees shall have no greater right to use the skywalk than members of the general public.

ARTICLE III
COMMON ELEMENTS

A. **General Common Elements.** The general common elements of the condominium shall be the following:

1. Land which is dedicated to the regime.

2. The rooms on the lower level labeled "Mechanical Room" and "Electrical Room".

3. The heating and cooling units located within the lower Mechanical Room and on the roof together with associated ductwork and piping from the heating and cooling units to the boundaries of the respective units. The general common elements do not include the heating and cooling unit located within Unit 1H.

4. The electrical service to the electrical service box from the street.

5. The portion of the sprinkler system located within Unit 3 and those portions of the sprinkler system located within individual units which portions are excepted from unit definitions by virtue of Article II.L8c.

B. **Basis of Allocation of Expenses Regarding Common Elements.**

1. To the extent that any expenses to the general common elements are measurable by metering, the allocation of those expenses shall be allocated based on the meter readings.

2. Allocation of expenses associated with the heating and cooling system shall be made based on the readings in respect to the individual units on the monitoring system installed within each unit to measure relative energy consumption. Specifically, each unit shall pay that percentage of the total gas and electric bill for the hearing and cooling system as presented to the owner of Unit 3, that the measured energy use of the unit in question bears to the sum of the measured energy uses of all units using the heating and cooling system.

> Example: If the total gas and electric bill for a given period in respect to the heating and cooling system is $1,000.00 and the total energy consumption for that period by all measured units is 200 BTU, with Unit 2A measuring 25 BTU of that total, Unit 2A would be responsible for $125.00 for that period.

The owner of Unit 3 shall make the consumption readings monthly, or at such other frequency as it determines is appropriate, and shall then present to the individual owners the bills for their respective calculated shares. Unit owners shall pay to the owner of Unit 3 their respective portions within 20 days of their receipt of the statement from the owner of Unit 3. Any unpaid charge shall be a lien on the units as to which the charges remain unpaid, collectible as provided in Section 499B.17, Code of Iowa, (1999).

If for any reason, the measured energy for all of the units is not available for a given period, allocation of the total heating and cooling expenses for that period shall be made based on the following percentages:

Units	% of Expense
1A	18.3%
1B	5.1%
1C	14.0%
1D	10.3%
1E	3.9%
1F	0%
1G	8.2%
1H	0%
2A	12.8%
2B	12.8%
3	14.6%

Note that no allocation is made to Unit 1H since it is heated and cooled by a separate unit metered to its owner alone.

3. To the extent that the expenses of common elements may not be allocated based on meter readings, the following percentages shall be used, except for heating and cooling:

Units	% of Expense
1A	17.3%
1B	4.8%
1C	13.3%
1D	9.8%
1E	3.7%
1F	0%
1G	7.8%
1H	5.3%
2A	12.1%
2B	12.1%
3	13.8%

This allocation does not represent ownership proportions.

C. **Limited Common Elements**. For description of limited common elements within this regime, see Articles IIA3, IIB3, IIC4, IID4, IIG4, IIH3, III3 and IIJ3.

Allocation of expenses in respect to limited common elements shall be made based on the ownership percentages for those areas.

ARTICLE IV
ADMINISTRATION OF COMMON ELEMENTS

A. **Council of Co-Owners and By-Laws Thereof.** The body administering the common elements shall be known as the Council of Co-Owners, composed of all owners of units in this regime with one membership with respect to each unit. The affairs of the Council of Co-Owners shall be regulated by this article of the declaration which shall stand as the by-laws of the organization. The organization shall be unincorporated. For the purpose of determining membership in the Council of Co-Owners, the owner of the fee title of a unit shall be the member with respect to that unit, except in the event of a unit having been sold by recorded installment contract, in which case the contract vendee shall be the member. In the event of multiple fee titleholders or multiple contract vendees of a unit, the membership rights for that unit, including voting, shall not be divided, but shall be exercised in a block as the multiple co-owners may determine among themselves. The City shall be represented by the City Manager or designee.

B. **Meetings of the Council of Co-Owners.** The Council of Co-Owners shall have no regular meetings, but shall convene on written notice to all owners by any owner, which notice shall be delivered by ordinary mail at least 10 days prior to the proposed meeting. The subject matter for the meetings shall be limited to any issue concerning the common elements, the charges arising therefrom, or the termination of the condominium regime.

C. **Voting Rights at the Meetings.** At any meeting of the Council of Co-Owners, quorum for which will be the presence of owners owning at least 50% of the voting power as described in this paragraph, the following voting rights shall be recognized:

1. For all issues concerning the common elements, except amendment of the declaration or termination of the regime:

Units	% of Total Vote
1A	18.3%
1B	5.1%
1C	14.0%
1D	10.3%
1E	3.9%
1F	0%
1G	8.2%
1H	0%
2A	12.8%
2B	12.8%
3	14.6%

2. For amendment of the declaration or termination of the regime:

Unit	% of Total Vote
1A	2.4%
1B	0.7%
1C	1.8%
1D	1.4%
1E	0.5%
1F	6.6%
1G	1.1%
1H	0.7%
2A	1.7%
2B	1.7%
3	81.4%

This allocation represents the percentage ownership interest of the respective units in the common elements.

D. **Record keeping.** The City shall keep the records of all the meetings of the Council of Co-Owners.

E. **Information Regarding Common Expenses.** All charges for repairing, maintaining and replacing the common elements shall be received by the City who shall then calculate the shares of the respective owners as provided in Article III above and shall present statements for the same to the respective owners.

F. **Payment of Shared Common Expenses.** Within 20 days of the receipt of the statement from the Declarant of shared common expenses, individual unit owners shall remit to the Declarant their respective shares of common expenses.

G. **Lien for Assessments.** Unpaid assessments shall become a lien on the unit assessed and be subject to the collection remedies as described in Section 499B.17 of the Code of Iowa (1999).

H. **Amendment to this Article.** It is stated that amendment to this article, serving as by-laws of the Council of Co-Owners may be made in the same fashion as provided herein for the amendment to any other of the provisions of the Declaration.

ARTICLE V
MAINTENANCE RESPONSIBILITIES

A. **By City of Areas Subject to Access Easements.** The City shall maintain the areas shown on the attached plans as the exit court and public stairways (not including the stairway that is a limited common element appurtenant to Units 1G, 1H and 2B or the stairway that is a limited common element to Units 1A and 2A) and the public elevators and associated access ways, and the elevator located within the confines of Unit 1F in a manner consistent with the manner in which the City maintains other public buildings such as the Civic Center, Recreation Center, and Public Library, or otherwise in a safe, sanitary and serviceable manner, including snow and ice removal.

B. **By City and Other Owners of Dumpster Areas.** The City shall assign to each unit owner a designated dumpster area. The City shall maintain the exterior walls of the dumpster areas shown on the attached plans. The individual owners shall be responsible for their own trash removal, and shall be responsible to correct any condition caused by the owner or its trash removal contractor. No dumpster may be placed in the public alley. Any individual owner who fails to maintain the dumpsters and dumpster areas in a safe, sanitary and serviceable manner shall pay the expenses incurred by the City in performing such maintenance, after written notice to the owner specifying the particular failure, to which notice no corrective response is made within 10 days.

C. **By City of the Exterior of the Structure and the Parking Surfaces.** The City shall maintain the parking surfaces in the public area and the exterior of the structure in a safe, sanitary and serviceable manner. Included in this obligation is the obligation to clean the exterior windows of the structure, including the individual units, at least once a year during March, April or May.

D. **By The Ecumenical Housing Corporation of Unit 1F.** The maintenance of all of the facilities within Unit 1F shall be performed by Ecumenical Housing Corporation. Included in this responsibility is the parking surfaces, lights and parking gate equipment. For maintenance of the elevator, elevator lobbies and stairway serving Unit 1F, see Article IIF4.

E. **By Owners of Units 1A, 1B, 2A, 2B, 1C, 1D, 1E, 1G and 1H.**

1. Each unit owner of Units 1A, 1B, 2A, 2B, 1C, 1D, 1E, 1G and 1H shall perform all maintenance on all of the areas and equipment located within its respective unit. Each of the unit owners shall perform no alterations affecting the structure without the written permission of the City. No work on the exterior of the structure shall be permitted without the written permission of the City.

2. The owners of the units 1A, 1B, 2A, 2B, 1C, 1D, 1E, 1G and 1H may affix signs to the exterior of the structure consistent with the provisions of the Iowa City Sign Ordinance and with the written permission of the City pursuant to then-existing written policy on signage adopted to assure compatibility with the appearance of the structure as expressed by the City Manager, or his designee. After permitted installation of such a sign, maintenance of the sign shall be the responsibility of the unit owner to which the sign pertains. If an owner fails to reasonably maintain an installed sign, Declarant may perform such maintenance and assess the owner for the reasonable costs thereof, after written notice to the owner specifying the particular failure, to which notice no corrective response has been made within 10 days.

3. The owners of Units 1A, 1B, 1C, 1D, 1E and 1G shall have the responsibility to remove snow from the public sidewalk adjacent to their units to the same degree as other Iowa City owners have, as specified in the City Code. The City shall remove snow on the remainder of the sidewalk.

4. The owners of Units 1A, 1B, 2A, 2B, 1C, 1D, 1E, 1G and 1H shall have the obligation to maintain the doors and windows to their units, including the obligation to replace any broken glass and to perform any cleaning required on a more frequent basis than the Declarant cleaning described in paragraph VC.

5. The owners of Units 1A, 1B, 2A, 2B, 1C, 1D, 1E, 1G and 1H may perform, but shall not be required to perform, at their own expense, maintenance, such as cleaning, on the portions of Unit 3 such as hallways, exit courts, as may be adjacent to the units. Any unit owner performing such maintenance shall hold the Declarant harmless from any damages arising from it.

F. **Responsibility for Damage to Other Units.** If because of the acts or omissions of a unit owner or its agent, tenant, invitee or licensee, damage is caused to the general or limited common elements or to a unit owned by another, the responsible unit owner shall be liable for such damage.

ARTICLE VI

RECONSTRUCTION OF THE REGIME IN THE EVENT OF DESTRUCTION BY CASUALTY

A. **Casualty Insurance.** Since Declarant is the owner of the structure of the regime, the Declarant shall provide the entire casualty insurance for the building, excluding the units other than Unit 3. As such, casualty insurance is not an expense subject to allocation. However, non-declarant owners of any unit shall be responsible for casualty insurance for any damage occurring within their respective units.

B. **Decision to Reconstruct.** In the event of a casualty creating a partial or total destruction of all or any part of Unit 3, it shall be the duty of the Declarant to restore the structure to its originally constructed condition, except in the event the Declarant decides not to reconstruct and receives the permission of 75% of the total voting power of the non-declarant owners as described in Article IVC2. A decision of the Declarant not to reconstruct must also receive the consent of all of the mortgagees of the non-declarant owners who have consented to the decision. In the case of the decision not to reconstruct, the regime shall be deemed to be dissolved and subject to partition and sale. In the event of partition and sale, the proceeds shall be distributed as specified in Article IVC2. If the Declarant decides to reconstruct after a casualty, reconstruction of the improvements of the individual units shall be the responsibility of the individual owners, funded by the proceeds of individual insurance policies, or otherwise, as the owner may determine.

C. **Plans in the Event of Reconstruction.** The plans and specifications for any reconstruction after a casualty shall be substantially the same as the plans and specifications of the original structure.

D. **Casualty Affecting a Single Unit.** If casualty to a single unit occurs such that only parts of a unit are affected, the individual unit owner shall be responsible for the expense of reconstruction and repair.

If a casualty affecting only a single unit remains unrepaired six months after the casualty, the Declarant may cause the necessary repairs to be made and impose the reasonable costs thereof as a lien on the affected unit.

ARTICLE VII
USE AND OCCUPANCY RESTRICTIONS

A. **Use of Mechanical and Electrical Rooms.** Each of the owners of units in this regime shall have access to and use of the Mechanical and Electrical Rooms which are common elements of this regime for purposes of installation, operation and maintenance of such service equipment relating to each unit as may be located in these rooms. No unit owner using the mechanical and electrical rooms shall impair the reasonable access to or use of these rooms by any other owner. No storage of any type shall be permitted in the Mechanical or Electrical Rooms.

B. **Use restriction.** No unit owner shall make any use of any unit which threatens the ability of the City to obtain any appropriate insurance coverage.

C. **Parking.** Parking for the owners, employees and invitees of Units 1B, 1C, 1D, 1E, 1G, 1H, 2A and 2B may be made available under the parking policies from time to time adopted by the City.

D. **Leasing.** The owners of Units 1A, 1B, 1C, 1D, 1E, 1F, 1G, 1H, 2A and 2B may lease all or part of their units subject to the following conditions:

1. The lease must be in writing.

2. The lease must provide that the lessee is subject to the provisions of the condominium declaration and that failure by the tenant to comply with the condominium declaration shall constitute a default under the lease. The lease shall contain the acknowledgment signed by the tenant that the tenant has received copies of the declaration.

3. No lease shall allow relocation of the entrance to Unit 1F from Gilbert Street or shall allow the use of Unit 1F for short-term parking.

ARTICLE VIII
TERMINATION OF CONDOMINIUM FORM OF OWNERSHIP

Any termination of the status of the regime as a horizontal property regime under Chapter 499B of the Code of Iowa shall be performed pursuant to Section 499B.8 Code of Iowa (1999). The undivided interests of the respective owners after termination shall be as described in Article IVC2.

ARTICLE IX
AMENDMENTS TO DECLARATION

This declaration may be amended by an affirmative vote of 75% of the total voting power of the regime as described by Article IVC2 at a special meeting of the Council of Co-Owners, provided that no amendment is effective to reduce a percentage ownership of any unit owner, to reduce easement rights appurtenant to any unit, or to increase any owner's obligations, unless that unit owner and its first mortgagee have consented in writing. The maintenance obligations of the City expressed herein cannot be reduced without consent of all non-City owners. Article VI may not be amended without the affirmative vote of 75% of the total voting power of the non-declarant owners. Any amendment to the declaration is effective upon filing of a copy of the same in the office of the Johnson County Recorder.

Signed this 8th day of December, 2000.

SEAL

CITY OF IOWA CITY

Ernest W. Lehman
Mayor

Julie K. Voparil
Deputy City Clerk

STATE OF IOWA)
) ss:
COUNTY OF JOHNSON)

On this 8th day of December, 2000, before me, Annie Rowley, a Notary Public in and for the State of Iowa, personally appeared Ernest W. Lehman and Julie K. Voparil, to me personally known, and, who, being by me duly sworn, did say that they are the Mayor and Deputy City Clerk, respectively, of the City of Iowa City, Iowa; that the seal affixed to the foregoing instrument is the corporate seal of the corporation, and that the instrument was signed and sealed on behalf of the corporation, by authority of its City Council, pursuant to Resolution No. 00-129, passed by the City Council on the 20th day of June, 2000, and that Ernest W. Lehman and Julie K. Voparil acknowledged the execution of the instrument to be their voluntary act and deed and the voluntary act and deed of the corporation, by it voluntarily executed.

Annie Rowley
Notary Public in and for said State of Iowa
My commission expires: 02/26/02

EXHIBITS

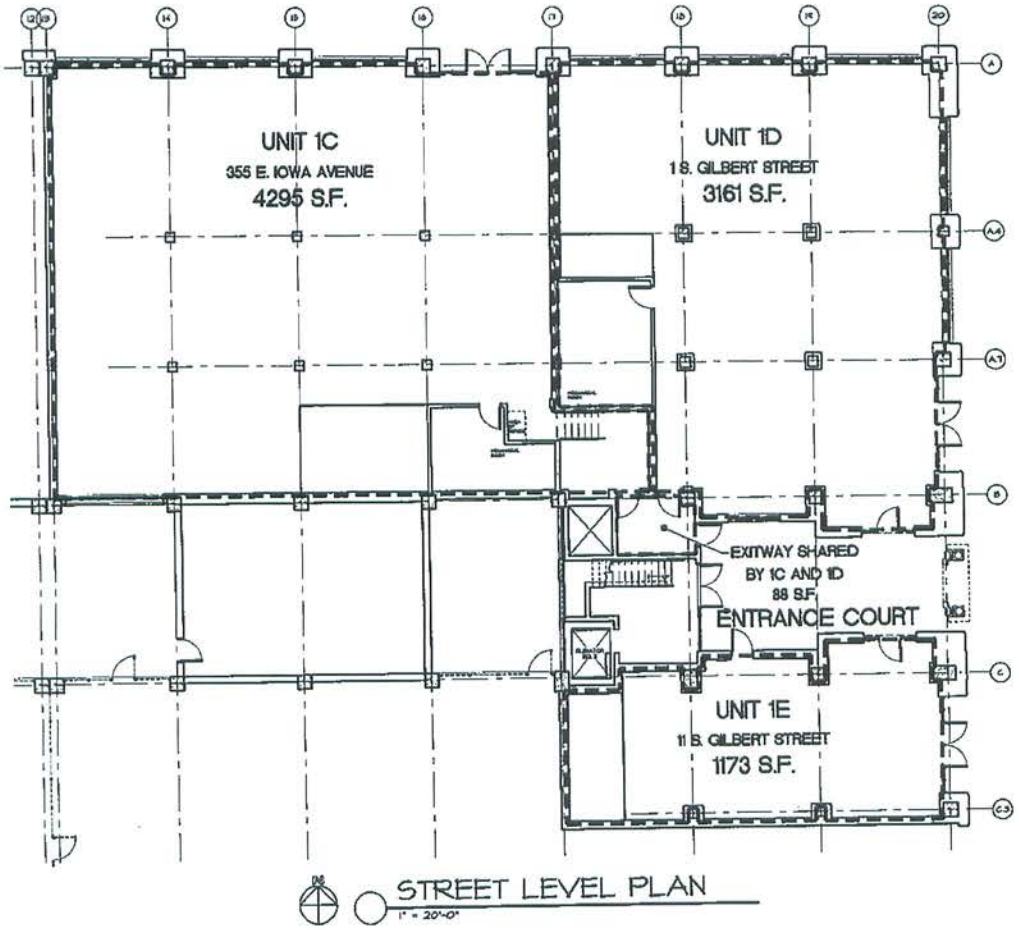
A. COMPLETE BUILDING PLANS

B. SCHEMATIC DIAGRAM OF UNIT LOCATIONS

C. SITE LOCATION PLAN

D. ARCHITECT'S CERTIFICATE

EXHIBIT B
PAGE 1 of 5

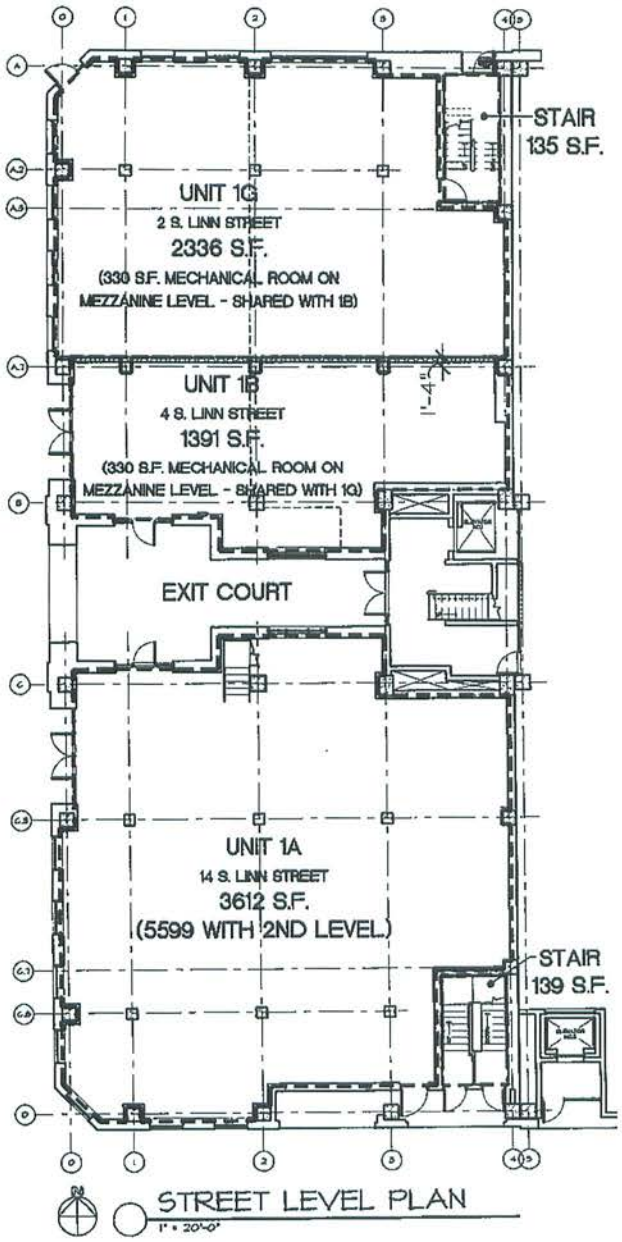


STREET LEVEL PLAN
1" = 20'-0"

000494

NEUMANN MONSON PC 111 E College St. Plaza Iowa City, IA 52240 Tele.319-338-7678 Fax-319-338-7679	TOWER PLACE AND PARKING FACILITY	Project No.: 98.27	Date: 8/29/00
		Scale: AS NOTED	Sheet No: A-101-S01

EXHIBIT B
PAGE 2 of 5

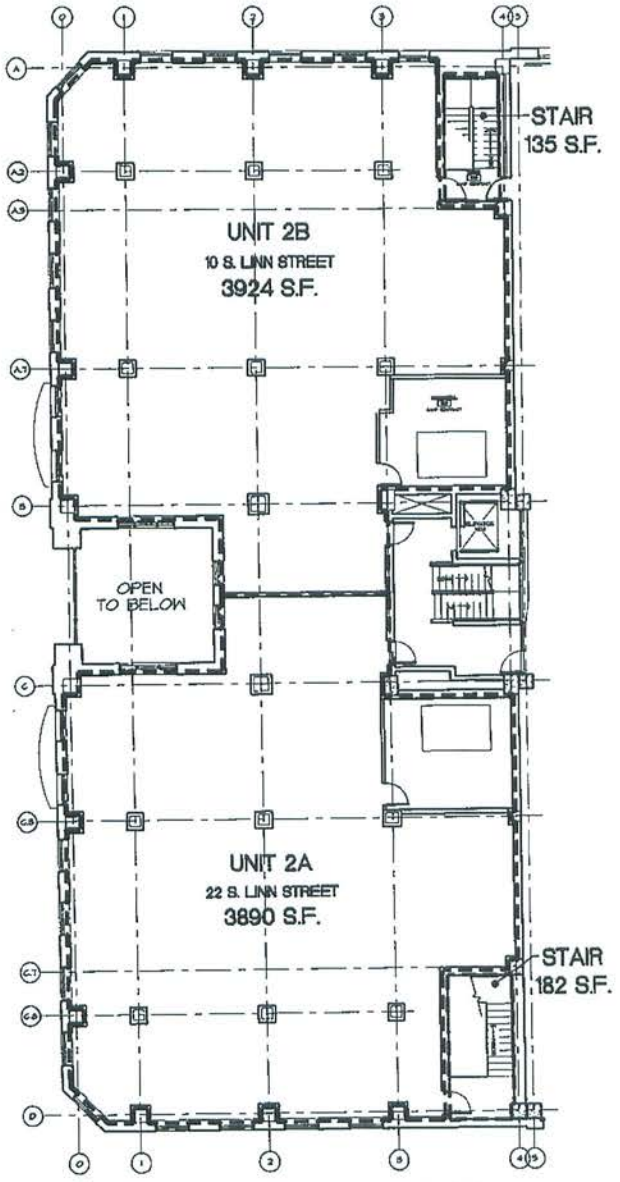


STREET LEVEL PLAN
1" = 20'-0"

NEUMANN MONSON PC ARCHITECTS 111 E College St. Plaza Iowa City, IA 52240 Tele:319-338-7678 Fax:319-338-7679	TOWER PLACE AND PARKING FACILITY	Project No.: 98.27	Date: 8/29/00
		Scale: AS NOTED	Sheet No: A-111-S01

000495

EXHIBIT B
PAGE 3 of 5



SECOND LEVEL PLAN
1" = 30'-0"

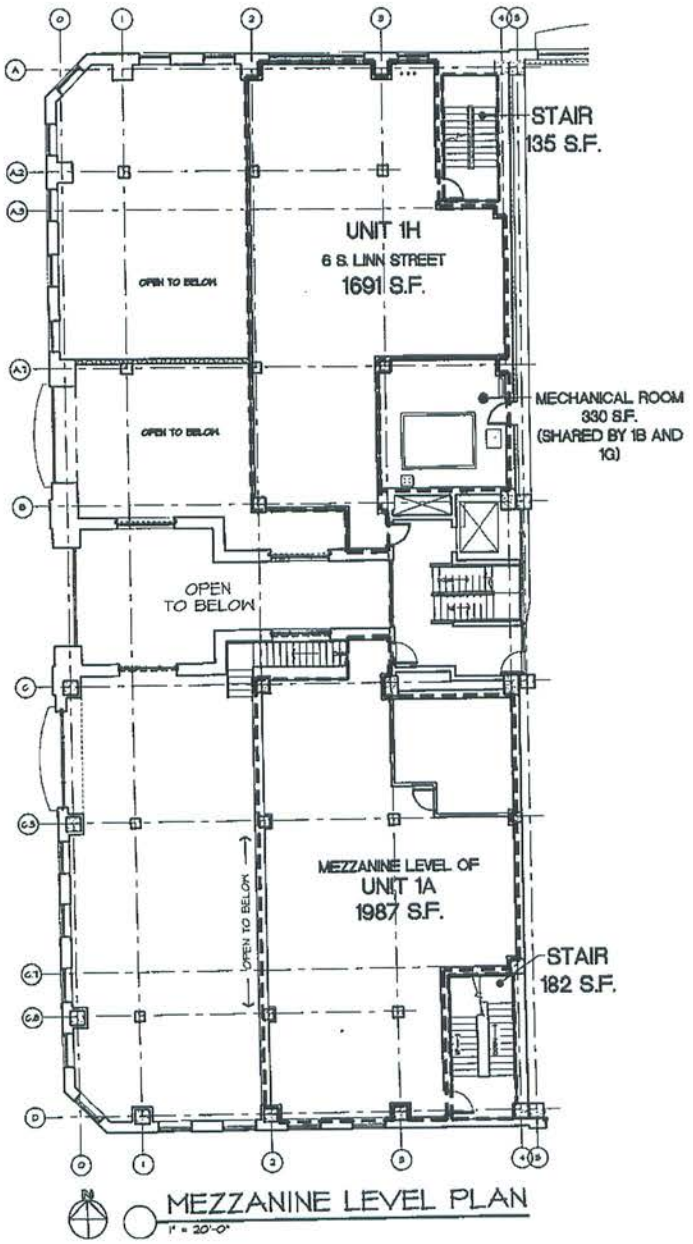
NEUMANN MONSON PC
111 E College St. Plaza
Iowa City, IA 52240
Tele-319-338-7676
Fax-319-338-7679

TOWER PLACE AND PARKING FACILITY

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Project No.: 98.27	Date: 7/18/00
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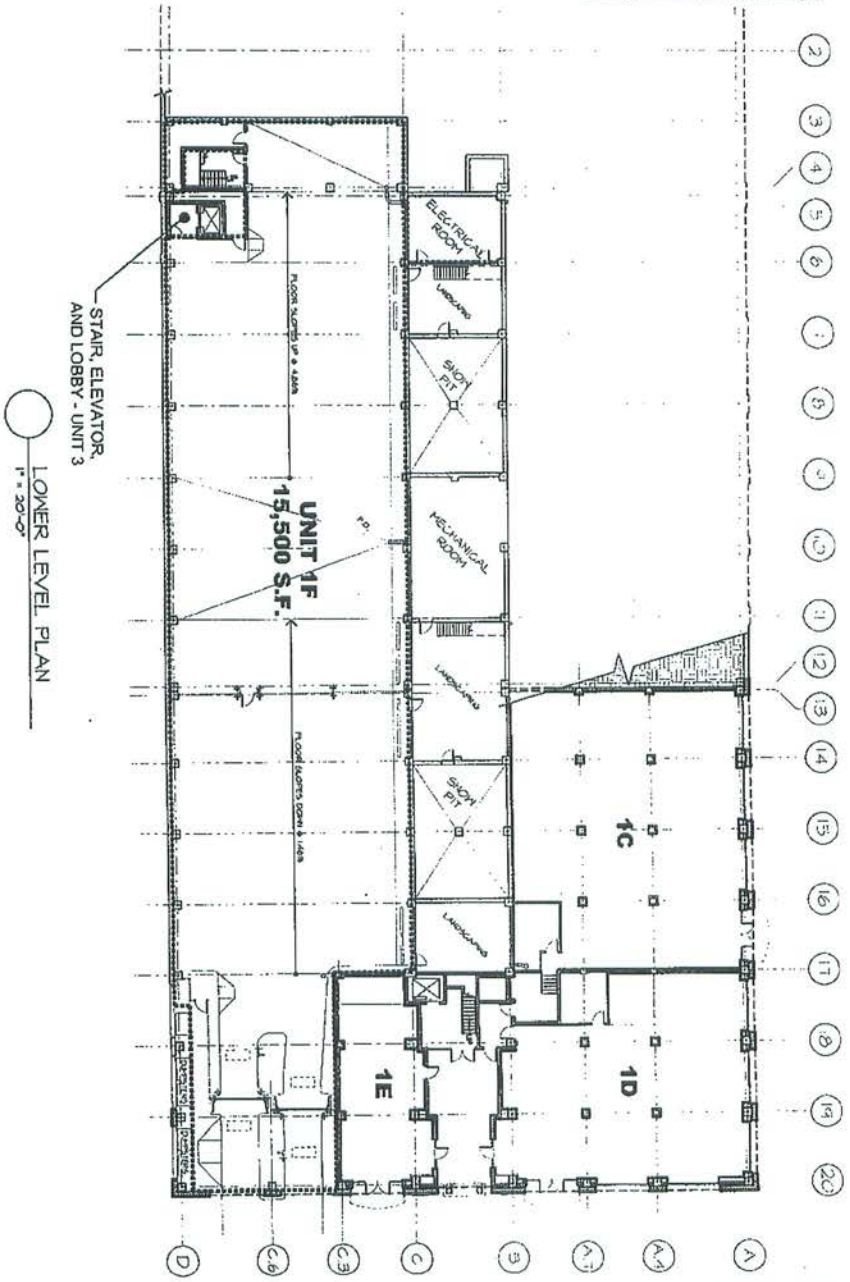
EXHIBIT B
PAGE 4 of 5



MEZZANINE LEVEL PLAN
1" = 20'-0"

ARCHITECTS NEUMANN MONSON PC 111 E College St Plaza Iowa City, IA 52240 Tele 319-338-7676 Fax 319-338-7678	TOWER PLACE AND PARKING FACILITY ~~000497~~	Project No.: 98.27	Date: 8/29/00
		Scale: AS NOTED	Sheet No: A-121-S01

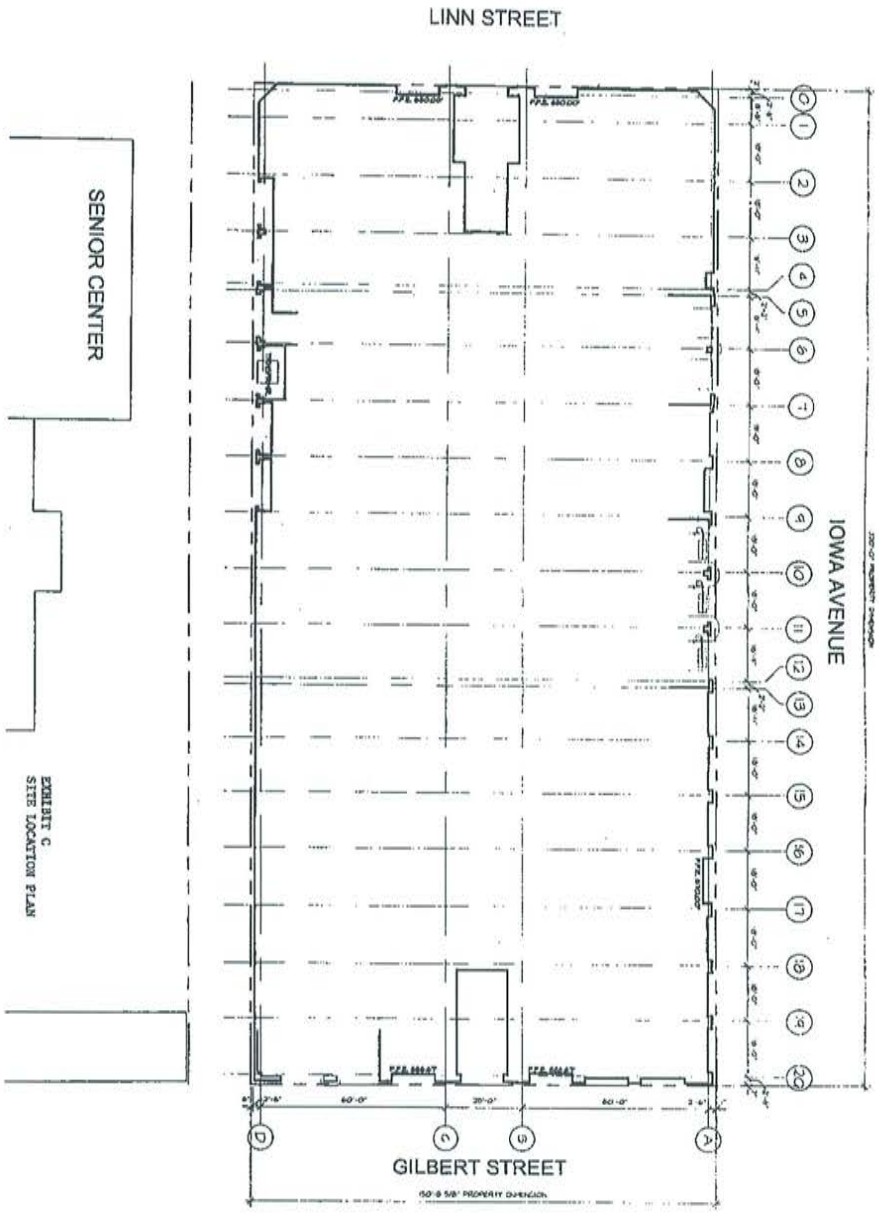
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PAGE 5 of 5



NEUMANN MONSON PC
TOWER PLACE AND PARKING FACILITY
Project No.: 18.21
Date: 11/07/00
Scale: 1/8"=1'-0"
Sheet No.: A-101-S02

000498

Exhibit "C"



000499

NEUMANN MONSON PC
TOWER PLACE AND PARKING
Project No.: 4827
Date: 11/23/00
Scale: AS NOTED
Sheet No: C-121-S01

Exhibit "D"

Prepared by: Craig N. Willis, P.O. Box 143, Iowa City, IA, 52244 (319) 337-9621

TOWER PLACE AND PARKING
ARCHITECT'S CERTIFICATE

I, Kevin Monson, being first duly sworn do state that I am a registered architect authorized to practice under the laws of the State of Iowa. I further state that I have examined the building plans filed as Exhibit "A" to the declaration to which this certificate is attached. I further state and certify that those plans diagrammatically represent, insofar as is reasonably possible by the use of non-destructive measurement techniques, the following units in the building which has been subjected to the condominium regime:

1A
1B
1G
1H
2A
2B

Kevin Monson
Registration Number: 2101

Subscribed and sworn to by said Kevin Monson this 8th day of December, 2000.

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

ANNE ROWLEY
My Commission Expires
02/26/02