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BOOK 3345 PAGE 475
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Prepared by Marion R. Neely, 102 S. Clinton, Iowa City, 319/338-9453

JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

**COMMON MAINTENANCE COVENANTS
FOR ZERO LOT LINE STRUCTURES FOR CREEKSIDE SUBDIVISIONS-
PART THREE, PART FOUR, PART FIVE,
NORTH LIBERTY, JOHNSON COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

H & O. L.C., a Limited Liability Company, hereinafter called "Developers", hereby adopt the following Common Maintenance Covenants for the Subdivisions known as Lots 1 through 17, Outlot "B" and Outlot "C" of CREEKSIDE SUBDIVISION-PART THREE as set forth on the Plat recorded in Book 44 at Page 201, Lots 18 through 38 of CREEKSIDE SUBDIVISION-PART FOUR as set forth on the Plat recorded in Book 44 at Page 202, and Lots 50 through 67 in CREEKSIDE SUBDIVISION-PART FIVE, as set forth on the Plat thereof which is recorded in Book 44 at Page 203, all in the Office of the Johnson County Recorder, ALL IN A RESUBDIVISION OF A PORTION OF CREEKSIDE SUBDIVISION-PART TWO, EXCEPT LOT 48, NORTH LIBERTY, JOHNSON COUNTY, IOWA, hereinafter called the "Subdivisions".

ARTICLE I

PARTY WALLS OR WALLS IN COMMON

Section 1. General Rules of Law to Apply. Each common wall located between contiguous living units, or between lots within the property is declared to be a party wall or wall in common as to the owners of the respective living units on which the same is located, and each of said owners shall have an easement on that part of the footing and that part of the party wall standing on the lot of the other or within the living unit of the other for lateral support and the housing of such columns, beams, flues, vents, water and sewer pipes, and any other utility pipes or conduits as may be located within said party wall. In the event that said party wall is damaged, destroyed, or the necessity arises for the repair or replacement of any of the pipes or conduits therein enclosed which service each of the contiguous living units, from any cause other than negligence of either of said owners, the said party wall or pipes or other conduits therein enclosed, shall be repaired, replaced or rebuilt at the joint equal expense of said owners; but, if such repairs, replacement or building is required because of the sole negligence of one of said owners, the cost thereof shall be at his or her sole expense. Neither of said owners shall alter or change said party wall, interior decorations excepted, or any of the pipes or conduits located therein without the permission of the other owner; provided, however, that if contiguous living units or lots are owned by the same party, said owner shall have the right to remove said party wall and make such alterations or changes therein as the party desires if such changes do not affect structural soundness or strength of any other living unit.

General rules of Iowa law regarding party walls and the liability for property damage due to negligent or willful acts or omissions shall apply thereto.

Section 2. Shares of Repair and Maintenance. With respect to each living unit separated from the adjoining living unit (s) a party wall, the owner of said living unit or lot upon which said living unit is erected shall bear the expense of all repairs or replacement of the roof covering his or her own living unit. Each owner of an living unit or lot upon which said living unit is situated shall make all necessary repairs and replacements of the building and improvements thereon at his or her own expense.

Section 3. Destruction by Fire or Other Casualty. If a party wall is destroyed or damaged by fire or other casualty or by physical deterioration, and owner who has used the wall may restore it, and shall have an easement over the adjoining living unit for purposes of making such restoration; and if other owners thereafter make use of the wall, they shall contribute to the cost of restoration thereof in proportion to such use without prejudice, however, to the right of any such owner to call for a larger contribution from other owners under any rule of law regarding liability for negligent or willful acts of omissions.

Section 4. Weatherproofing. Notwithstanding any other provision of this Article, any owner who by his negligent or willful act causes any party wall to be exposed to the elements or excessive heat or cold shall bear the whole cost of furnishing the necessary protection against such elements or heat or cold, and for repairing the party wall damaged by such exposure.

Section 5. Right to Contribution Runs with Land. The right of any owner to contribution from any other owner under this Article shall be appurtenant to the lot and shall pass to such owner's successors in title.

Section 6. Arbitration. In the event of any dispute arising concerning a party wall or under the provisions of this Article, each party shall choose one arbitrator and such arbitrator shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any Judge of the District Court for Johnson County, Iowa. Arbitration shall be in accordance with the rules of the American Arbitration Association.

Section 7. Encroachment. If any portions of a living unit or any lot shall actually encroach upon any other lot, or if any such encroachment shall hereafter arise because of settling or shifting of the building or other cause, there shall be deemed to be an easement in favor of the owner of the encroaching living unit to the extent of such encroachment so long as the same shall exist.

Section 8. Mechanic's Liens. Each owner of a living unit (Defaulting Owner) agrees to indemnify and hold harmless the owner of an adjoining living unit for any Mechanic's Liens arising from work done or material supplied to make repairs or replacements for which the Defaulting Owner is responsible.

ARTICLE III

WATER LINE AND SEWER LINE EASEMENTS

The owner of a living unit, across whose lot or under whose living unit is extended a private water line and/or a common sewer line shall grant a perpetual easement to the owner(s) of the living unit(s) whose property(ies) is/are served by said water line and/or sewer line. Should repairs, maintenance or replacement of the said utility lines be necessary, permission is hereby automatically granted for access to the premises for the necessary work to be accomplished. In the instance of a problem with the common sewer, the cost of all cutting, patching, repairs, alterations, replacement and clean-up shall be shared by the owners of those living units served by the common sewer, however, if it is determined that a problem was the direct result of negligence on the part of one owner, then that owner shall bear the full cost of all work. In the instance of a problem with the private water line extending on or across adjoining property, the full cost of all cutting, patching, repairs, alterations, replacement and clean-up shall be the responsibility of that owner whose living unit is served by the water line; however, if the problem was the result of an act of omission or commission on the part of the adjoining property owner, then that property owner shall bear the full cost of all required work.

ARTICLE III

OTHER PROVISIONS GOVERNING RELATIONSHIP AMONG OWNERS OF ADJOINING LIVING UNITS

Section 1. Insurance-Replacement. Each owner shall maintain fire and extended coverage insurance on his living unit in the full replacement cost thereof, and shall, in the event of damage to or destruction of his or her living unit, restore it to the condition in which it was prior to the damage or destruction.

Section 2. Maintenance. Each owner of a living unit shall maintain his or her lot and the exterior of his or her living unit in good condition and repair and in a clean and neat condition.

Section 3. Architectural Control.

a. The owner of a living unit may replace exterior components of his living units with similar components of the same design and color, and may paint the exterior of his living unit with paint of the existing color of the exterior, but he may not, either in the

course of ordinary replacement, remodeling or restoration after damage or destruction, employ different siding, roofing materials or a different color scheme, without the consent of the owner of the adjoining living unit.

b. In the event of any dispute arising concerning a change in siding, roofing materials or color scheme, each party shall choose one arbitrator and such arbitrators shall choose one additional arbitrator and such arbitrators shall choose one additional arbitrator, and the decision of a majority of all the arbitrators shall be final and conclusive of the question involved. The arbitrators' decision shall be based on their decision of whether the proposed siding, roofing material or color scheme is in harmony with the design of the adjoining living unit. If either party refuses or fails to promptly appoint an arbitrator, the same may be appointed by any judge of the District Court of Johnson County, Iowa. Arbitration shall be in accordance with the rules of the American Arbitration Association.

ARTICLE IV

GENERAL PROVISIONS

Section 1. Enforcement. Any owner shall have the right to enforce, by any proceeding at law or in equity, all restrictions, conditions, covenants, reservations, liens and charges now or hereafter imposed by the provisions of this Declaration.

Section 2. Severability. The invalidity of any one or more phrases, sentences, clauses, paragraphs, sections or Articles hereof shall not affect the remaining portions of this instrument or any part thereof, all of which are inserted conditionally on their being valid in law and in the event that one or more of the phrases, sentences, clauses, paragraphs, sections of Articles contained therein should be invalid or should operate to render this Agreement invalid, this instrument shall be construed as if such invalid phrase, or phrases, sentence or sentences, clauses or clause, paragraph or paragraphs, section or sections, or Article or Articles had not been inserted, and shall in no way affect any of the other provisions which shall remain in full force and effect.

Section 3. Binding. These covenants are to run with the land designated as "the Property" and shall be binding upon all parties and all persons claiming under them for twenty (20) years from the date of recording this Declaration, at which time said covenants shall be automatically extended for successive periods of ten (10) years, unless by vote of a majority of the then owners of the lots, it is agreed to change said covenants in whole or in part.

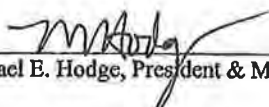
These covenants shall inure to the benefit of the Declarant, lot owners, and their successors or assigns and to the benefit of the City of North Liberty, Iowa, as specified herein.

Section 4. Violation. If the parties hereto, or any of them, or their heirs or assigns shall violate or attempt to violate any of the covenants or restrictions hereinbefore twenty (20)

years have lapsed since the recording of this Declaration, it shall be lawful for any person or persons owning a building sharing a common lot line or party wall or wall in common to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenant or restriction and either to prevent him or them from so doing or to recover damages or other dues from such violation.

Dated at Iowa City, Iowa on this 19 day of July, 2002.

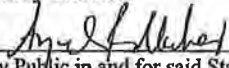
H & O L.C.


Michael E. Hodge, President & Manager


Dean G. Oakes, Vice President & Manager

State of Iowa)
)ss:
County of Johnson)

On this 19 day of July, 2002, before me, a Notary Public in and for the said State, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn did say that that person is President and Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Michael E. Hodge acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.


Notary Public in and for said State.



State of Iowa)
)ss:
County of Johnson)

On this 19 day of July, 2002, before me, a Notary Public in and for the said State, personally appeared Dean G. Oakes, to me personally known, who being by me duly sworn did say that that person is the Vice President and Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Dean G. Oakes acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.


Notary Public in and for said State.



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JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

Prepared by Marion R. Neely, 102 S. Clinton, Iowa City, 319/338-9453
**PROTECTIVE COVENANTS AND RESTRICTIONS OF
CREEKSIDE SUBDIVISIONS-PARTS THREE, FOUR AND FIVE,
A RESUBDIVISION OF A PORTION OF CREEKSIDE SUBDIVISION-PART TWO,
EXCEPT LOT 48, NORTH LIBERTY, JOHNSON COUNTY, IOWA**

KNOW ALL MEN BY THESE PRESENTS:

H & O. L.C., an Iowa Corporation, hereinafter called "Developers", hereby adopt the following Protective Covenants and Restrictions which shall be applicable to the Subdivisions known as CREEKSIDE SUBDIVISION-PART THREE as set forth on the Plat recorded in Book 44 at Page 201, CREEKSIDE SUBDIVISION-PART FOUR as set forth on the Plat recorded in Book 44 at Page 202, and CREEKSIDE SUBDIVISION-PART FIVE, NORTH LIBERTY, JOHNSON COUNTY, IOWA, as set forth on the Plat thereof which is recorded in Book 44 at Page 203, all in the Office of the Johnson County Recorder, hereinafter called the "Subdivisions".

1. These covenants shall be binding upon all owners of Lots 1 through 17, Outlot "B" and Outlot "C", all in Creekside Subdivisions-Part Three, Lots 18 through 38 in Creekside Subdivision - Part Four and Lots 50 through 67 in Creekside Subdivision - Part Five, all a Resubdivision of a Portion of Creekside Subdivision-Part Two, Except Lot 48, North Liberty, Johnson County, Iowa, as covenants running with the land and shall continue in effect for a period of twenty (20) years from date of recording, and shall thereafter be automatically extended for successive periods of ten (10) years unless a majority of the lot owners in the Subdivision shall determine that the automatic extensions shall not be approved.

2. The invalidation of any one or more of these covenants by court order shall not affect any other provisions which shall remain in full force and effect.

3. If any party violates any of the covenants or restrictions herein, any other party owning an interest in any parcel of real estate located within the subdivision may institute legal proceedings to prevent the violation of any covenant or to enforce compliance with these covenants. The recitation of this remedy herein shall not bar any such interested party from seeking monetary damages if applicable.

4. Creekside Subdivision-Part Three, Part Four and Part Five, North Liberty, Johnson County, Iowa consists of Lots 1 through 67, all in a residential district known as R2B, two unit family residential district. Lot 48 of Creekside Subdivision-Part Two is excepted from

these covenants as it is Planned Area Development and designated as C-1 and will adopt covenants of its own.

5. The following provisions shall be applicable to the construction on and use of all the lots in the Subdivisions:

- a. No lot shall be re-subdivided.
- b. No log buildings or dwellings shall be constructed on any lot.
- c. No satellite dishes or solar collection units shall be permitted to be placed in any front or side yards of any lots.
- d. No other building such as a storage shed or structure of any kind or size shall be permitted to be constructed or placed in the front or side yard of any lot.
- e. No modular or prefabricated building may be constructed or placed on any lot unless they meet the requirements of the State Building Code as set forth in Chapter 103A, 2001 Code of Iowa, and the administrative rules adopted therein.
- f. No trailer, motor home, mobile home, or tent shall be placed upon any lot for the purpose of serving as a personal dwelling, abode or residence, nor shall any of said type units be stored on any lot for any reason.
- g. No home shall be constructed with a roof pitch lower than 6 x 12.
- h. Prior to any construction, plans and specifications for the proper structure shall be submitted to the Developer for approval. The application shall also set forth a time schedule for construction, which must project that construction will be completed within one (1) year from the time the proposal is submitted unless a special exception in writing shall be obtained from the Developer. The Developer shall approve or disapprove the application within a period of twenty (20) days, and in the event of disapproval, shall specify the exact reasons therefore to enable the applicant to correct the application in order to obtain approval.
- i. Along with the proposed construction plans, the lot owner shall, at the same time, submit a landscaping plan for the yard, for approval by the developer or his designee. Said plans shall include a requirement that the front yard and side yard be sodded to a point that is ten (10) feet to the rear of any

house. The landscaping plan as approved, including the requirement of placing sod shall all be completed within six (6) months after the housing unit is occupied.

j. Because of the importance of complying with the building requirements of the City of North Liberty, and these Covenants, no occupancy in any unit will be allowed unless there has been compliance with the Building Codes of the City of North Liberty and of these Covenants. In the event the owners of a lot attempts to occupy said house without approval from the developer or his designee, and fails to comply with the City Ordinances of the City of North Liberty, developer or his designee are hereby authorized to take any action necessary to preclude the proposed occupant to the house from occupying same including obtaining an injunction to enforce these Covenants.

k. No act constituting a nuisance as defined under the provisions of Chapter 657, 2001 Code of Iowa, or the common law of Iowa, shall be permitted, and the restrictions pertaining to acts within a city in said Code chapter shall be applicable to the Subdivisions.

l. Lots shall be maintained free of brush and debris or other waste, and such waste shall be placed in sanitary containers with tight fitting lids.

m. No animals, livestock, or poultry shall be raised or kept within the Subdivisions except for the usual household pets, which shall not be tethered or kenneled in front or side yard.

n. The owner of any building damaged by fire or acts of God shall within ninety (90) days unless an extension of time is obtained from the Developer, commence restoration or removal of said building and work shall be completed within one (1) year. In the event of total destruction of any building, the owner shall, within three (3) months after such event, commence to remove the debris and restore the site to satisfactory condition. Such restoration shall be completed within one (1) year after removal of such debris. If the owner fails to commence removal of the debris within the time specified above, or an extension of time has not been granted by Developer, the Developer shall have the right (but not the obligation) to enter upon said land and remove the debris, and any expense incurred shall become a lien on the lot.

o. Lot purchasers shall be responsible for construction and installation of sidewalks, as required by the Municipal Code of North Liberty and shall hold Developers harmless from this obligation.

p. Lot purchasers shall be responsible for the installation of sump pump and/or a back flow preventor, for sanitary sewer drains, unless the North

Liberty Building Inspector determines that said items are not required because of the location of the lot and provides a specific exemption from the ordinance requirement.

6. After commencement of construction of any lot in the Subdivisions, such construction shall be pursued with reasonable diligence to completion and shall, in any event, be completed within one (1) year after commencement.

7. The following provisions shall be applicable to construction of lots 1 through 67 which are located in R2B, two unit family residential district.

a. Each of the lots designated as two-family living units shall comply with the provisions of the North Liberty Municipal Code and in addition shall comply with the common maintenance covenants for zero lot line structures, as set forth in those covenants which are being adopted by the Developers at the same times these covenants are being adopted.

b. Each two family home constructed on said lots shall contain a minimum of two bedrooms for each unit and a two car garage for each unit.

c. All two family homes constructed on said lots shall have a double driveway access which shall be of portland cement concrete only.

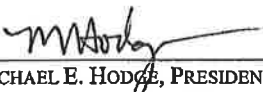
d. Telephone, electrical and other wires shall be placed underground.

8. Drainage easements and natural drainage ways shall not be obstructed.

9. Nothing contained in these Covenants shall invalidate the lien of any property recorded mortgage, and any lien established by these Covenants shall be inferior to any mortgage except where notice of such lien has been placed on record prior to the execution of such mortgage.

Dated at Iowa City, Iowa on this 19 day of July, 2002.

H & O L.C.

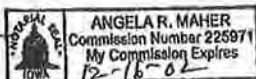

MICHAEL E. HODGE, PRESIDENT &
MANAGER


DEAN G. OAKES, VICE PRESIDENT &
MANAGER

State of Iowa)
)ss:
County of Johnson)

On this 19 day of July, 2002, before me, a Notary Public in and for the said State, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn did say that that person is President and Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Michael E. Hodge acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

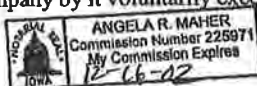
Angela R. Maher
Notary Public in and for said State.



State of Iowa)
)ss:
County of Johnson)

On this 19 day of July, 2002, before me, a Notary Public in and for the said State, personally appeared Dean G. Oakes, to me personally known, who being by me duly sworn did say that that person is the Vice President and Manager of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Dean G. Oakes acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Angela R. Maher
Notary Public in and for said State.



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FROM : NEELY & MARTINEK

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JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

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ARTICLES OF INCORPORATION
FOR
CREEKSIDE
HOMEOWNERS ASSOCIATION

ARTICLE I

The name of the corporation is Creekside Homeowners Association incorporated under Chapter 504A of the 2001 Code of Iowa.

ARTICLE II

The purposes for which the corporation is organized include:

A. To acquire, hold, use, manage, control, repair and maintain certain drainage systems, open spaces, located within and around Outlot B, Creekside Subdivision, as recorded in the office of the Johnson County Recorder in Plat Book 41, Page 88 of said office and also open spaces in Outlot B and C as recorded on June 28, 2002 in Book 44, Page 201, office of the Johnson County Recorder and Outlot C as set forth in Creekside Subdivision - Part Four, which plat was recorded June 28, 2002 in Book 44, Page 202, office of the Johnson County Recorder.

B. To maintain and enforce conformity to the Restrictive Covenants for Creekside Subdivision - Part Three, Four and Five, Resubdivision of a portion of Creekside Subdivision - Part Two, except Lot 48, North Liberty, Iowa.

C. To maintain and enforce conformity to a Common Maintenance Covenants for Zero Lot Line Structures for Creekside Subdivisions - Parts Three, Four and Five, North Liberty, Iowa, was were recorded July 29, 2002 in Book 3345, Page 475, office of the Johnson County Recorder.

D. The corporation is also organized for any and all other lawful purposes and objects not for pecuniary profit within the purview of Chapter 504A of the 2001 Code of Iowa, it being understood, however, that both the general and specific purposes and objects of the corporation shall be exclusively not for pecuniary profit or gain and that its income and assets shall be exclusively devoted to such uses and that no part thereof shall inure to the benefit of any

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FROM : NZELY & MARTINEK

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person, providing the forgoing shall not prevent the corporation from paying legitimate compensation on arm's length basis for value received.

ARTICLE III

In addition to those powers set forth in Chapter 504A, the corporation shall have the power, to the extent and as specified in its Bylaws, to make assessments against the lots in Creekside Subdivision - Part Three, Four and Five to Johnson County, Iowa to raise funds required for the conduct of its affairs which shall constitute liens in favor of the corporation until paid, which liens may be foreclosed as mortgage or other lien to the extent permitted by law.

A. Fix, levy, collect and enforce payment by any lawful means, all charges or assessments, pursuant to the terms of the Restrictive Covenants;

B. To pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the corporation, including all licenses, taxes or governmental charges levied or imposed, if any, against the property of the corporation.

ARTICLE IV

The business and affairs of the corporation shall be managed by a Board of Directors in the number specified by the Bylaws of the corporation. The corporation shall have no members.

ARTICLE V

The number of directors constituting the initial Board of Directors and the names and addresses of those persons who shall serve until their successors are elected and qualified are as follows:

Dean G. Oakes
P.O. Box 1456
Iowa City, IA 52244

Michael E. Hodge
711 South Gilbert Street
Iowa City Iowa 52240

ARTICLE VI

The name and address of the initial registered agent and the initial registered office for the corporation shall be Michael E. Hodge, 711 South Gilbert Street, Iowa City, Iowa 52240.

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FROM : NEELY & MARTINEK

FAX NO. : 3193542868

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ARTICLE VII

The name and address of the incorporator is H & O, L.C., attention: Dean G. Oakes, Manager, P.O. Box 1456, Iowa City, Iowa 52244 and Michael E. Hodge, Manager, 711 South Gilbert Street, Iowa City Iowa 52240.

ARTICLE VIII

Except as otherwise specifically provided, these Articles of Incorporation may be amended at any annual or special meeting of the members of the Board of Directors on the affirmative vote of at least two-thirds of the votes of the Board Members then eligible to vote.

DATED this 28th day of January, 2003.

INCORPORATOR

H & O L.C.
Dean G. Oakes
BY: DEAN G. OAKES, MANAGER
Michael E. Hodge
BY: MICHAEL E. HODGE, MANAGER

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SECRETARY OF STATE

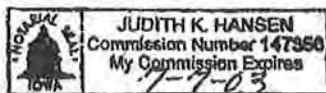
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STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this 28th OF JANUARY, 2003, before me, a Notary Public in and for the said State, personally appeared Michael E. Hodge and Dean G. Oakes, to me personally known, who being by me duly sworn did say that they are managers of said limited liability company, that no seal is procured by said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Michael E. Hodge and Dean G. Oakes acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Judith K. Hansen
Notary Public in and for said State



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**BYLAWS OF
CREEKSIDE HOMEOWNERS ASSOCIATION**

Article I. Offices

Section 1. The principal office of the Corporation in the State of Iowa shall be located in the County of Johnson. The Corporation may have such other offices, either within or without the State of Iowa, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Article II. Definitions

Section 1. All terms used herein shall have the meaning given thereto in the Declaration unless expressly stated to the contrary herein.

Section 2. "Association" shall mean the Creekside Homeowners Association.

Section 3. "Articles of Incorporation" shall mean the Articles of Incorporation of the Association, as amended from time to time.

Section 4. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

Section 5. "Director" shall mean a member of the Association's Board of Directors.

Section 6. "First Board of Directors" or "First Board" shall mean the Board of Directors elected by the members and shall not mean the "Initial Board of Directors."

Section 7. "Initial Board of Directors" or "Initial Board" shall mean the Board of Directors appointed in the Articles consisting of Dean G. Oakes and Michael E. Hodge.

Section 8. "Member" shall mean those persons entitled to membership in the Association as owners of land units in Creekside Subdivision – Part Three, Part Four and Part Five.

Section 9. "Property" shall mean any lot in Creekside Subdivision – Part Three, Part Four and Part Five.

Section 10. "Owner" shall mean any person, firm, corporation, or other entity which owns property in Creekside Homeowners Association.

References to "he" or "him" shall include the feminine gender as well as the masculine.

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Article III. Members, Meetings and Voting Rights

Section 1. Composition and Powers. Every owner shall be a member of the Association and shall continue to be a member for so long as he owns property. Membership shall be appurtenant to, and may not be separated from the ownership of property.

Except as otherwise provided in these bylaws, all action to be taken or authorized by the members shall be deemed validly taken or authorized upon adoption by vote of a majority of the members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

- a. The first annual meeting of the members shall be held when called, upon ten (10) days prior written notice to the members, by the "Initial Board of Directors: of the Association.
- b. Thereafter, the annual meeting of the members shall be held on the third Monday in the month of March of each year at 7:00 P.M. If the day for the annual meeting will be held at the same hour on the first day following which is not a legal holiday.
- c. At the annual meeting, members shall elect directors, approve and adopt an annual budget, confirm appointment of committees and transact such other business as may otherwise be scheduled or which may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the members may be called at any time by the President or by a majority of the Board of Directors, or upon written request of a majority of the owners.

Section 4. Notice of Meetings.

Written Notice. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or a person authorized to call the meeting, by mailing a copy of such notice, postage pre-paid at least ten (10) days before such meeting to each member entitled to vote, addressed to the member's address last appearing on the books of the Association, or supplied in writing by such member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of 60% of those members entitled to cast a vote in the Association shall constitute a quorum for any action, unless this item is amended. Any meeting of the Association, whether annual or special, may be adjourned from time to time, as long as those present have notice of any new

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meeting. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. Proxy voting will not be allowed.

Section 7. Voting. Each member shall have a vote in the Association on the basis of one vote for each property owned by such member. Any vote may be taken by voice or by show of hands.

Article IV. Board of Directors

Section 1. General Powers. The business and affairs of the corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. The affairs of the Association shall be managed by a Board of three directors which shall be appointed by the initial Board. Thereafter, the directors shall be elected by and from the membership at its annual meeting and shall act as such until their successors are duly elected and qualified.

Section 3. Compensation. By resolution of the Board of Directors, a director may be paid for his or her actual expenses in the performance of his or her duties. However, no director shall receive compensation for attending meetings of the Board of Directors. However, nothing shall preclude any director from serving the Association in any other capacity and receiving compensation therefore.

Section 4. Quorum. At meetings of the Board of Directors two directors shall constitute a quorum. If a quorum is not present, at the meeting of the Board of Directors, the director present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until the quorum is present.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 6. Nominations. Nominations for election to the Board of Directors may be made from the floor of the annual meeting.

Section 7. Elections. Election to the Board of Directors shall occur at a regular or special meeting of the Association.

Section 8. Meetings. Meetings of the Board of Directors shall be held when called by the President or at written request of the other members of the board after not less than three days

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written notice to such director, which notice may be waived by attendance at the meeting or by written waiver.

Section 9. Procedure. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the Association.

Section 10. Power and Duties. The Board of Directors, for the benefit of the members, shall have the following powers and duties:

- a. To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by the membership by other provisions of these Bylaws or Articles of Incorporation.
- b. To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Articles of Incorporation, and Bylaws.
- c. To purchase and maintain as a common expense adequate general liability insurance and to purchase and maintain officers' and directors' liability insurance.
- d. To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

Article V. Officers and their Duties.

Section 1. Number. The officers of the Association shall be a president, and a secretary and treasurer (each of whom shall be elected by the Board of Directors). Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board.

Section 2. Election and Duration of Office. The officers of this Association to be elected by the Board of Directors shall be elected annually by the Board at the first meeting of the Board of Directors held after each annual meeting of the members. If the election of officers shall not be held at such meeting, such election shall be held as soon as possible thereafter. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

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Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The president shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. In general he shall perform all duties incident to the office of President and such other duties as may be prescribed by the Board of Directors from time to time.

Section 6. The Secretary. The Secretary shall:

- a. Keep the minutes of the Board of Directors meetings in a book provided for the purpose;
- b. See that all notices are duly given in accordance with the provisions of these Bylaws or as required by law;
- c. In general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 7. The Treasurer. If required by the Board of Directors the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall in general perform all the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Article VI. Budget and Assessment.

It shall be the duty of the Board during the last quarter of each calendar year, and at least thirty (30) days prior to the Associations annual meeting, to prepare a budget covering the estimated cost of operating the Association during the coming year including an adequate reserve fund. Such budget shall include a reasonable allowance for contingencies and reserves for maintenance and repairs.

The Board shall cause the budget and the assessments to be levied against each property for the following year which shall be delivered to each member at least fifteen (15) days prior to the meeting. The budget and the assessments shall become effective unless disapproved at the annual meeting by a vote of the majority of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

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Article VII. Contracts, Loans, Checks and Deposits.

Section 1. Contracts. The Board of Directors may authorize any officer or officers agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, Etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents of the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the corporation not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, or other depositories as the Board of Directors may select.

Article VIII. Miscellaneous

Section 1. Covenants to Obey Law, Rules and Regulations. Each member shall abide by the Bylaws and rules and regulations as the same are or may from time to time be established by the Board of Directors. Each member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state and federal government having jurisdiction over the property or any part thereof.

Section 2. Amendment. These Bylaws may be amended at a regular or special meeting of the Board of Directors by a vote of 60% of the members.

Section 3. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control.

Article IX. Seal

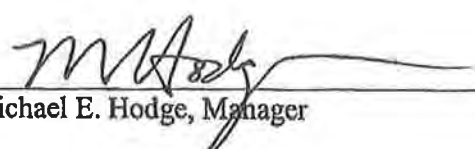
This Association shall have no seal.

CREEKSIDE HOMEOWNERS ASSOCIATION

By  H & O L.C.
DEAN G. OAKES, MANAGER

000476

By


Michael E. Hodge, Manager

STATE OF IOWA, COUNTY OF JOHNSON, ss:

On this 28TH OF JANUARY, 2003, before me, a Notary Public in and for the said State, personally appeared Michael E. Hodge and Dean G. Oakes, to me personally known, who being by me duly sworn did say that they are managers of said limited liability company, that no seal is procured by said limited liability company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said Michael E. Hodge and Dean G. Oakes acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Notary Public in and for said State



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THE LAW OFFICE OF
MELVIN O. SHAW, P.L.C.

July 17, 2008

Elizabeth Jagers
Treasurer and Secretary
Creekside Homeowners Association
P.O. Box 484
North Liberty, Iowa 52317

Re: Amendments to Bylaws

Dear Beth:

The First Amendment to the Bylaws of Creekside Homeowners Association has been filed with the County Recorder in Book 4323 and Page 563. I have enclosed the Amendment, which should be filed in the record books of the Homeowners Association.

Very truly yours,



Melvin O. Shaw

Encl.

N:\Users\Melvin\Real Estate\1\Clients\Creekside Homeowners Assoc NLB\JagersLtr071708.doc

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Doc ID: 021219530002 Type: GEN
Recorded: 07/11/2008 at 11:08:08 AM
Fee Amt: \$12.00 Page 1 of 2
Johnson County Iowa
Kim Painter County Recorder
BK 4323 Pg 563-564

Prepared by and Return to: Melvin O. Shaw; 1150 5th Street, Suite 280, Coralville, Iowa 52241; (319) 337-7429

**RESOLUTION APPROVING
FIRST AMENDMENT TO
BYLAWS OF
CREEKSIDE HOMEOWNERS ASSOCIATION,
CREEKSIDE SUBDIVISION TO NORTH LIBERTY, IOWA**

WHEREAS, the undersigned Secretary of the Creekside Subdivision—Part Three, Creekside Subdivision—Part Four, and Creekside Subdivision—Part Five, certifies an annual meeting of the members of said subdivision was held on March 31, 2008; and

WHEREAS, said Amendment concerns Creekside Subdivision—Part Three, as set forth on the Plat recorded in Book 44, at Page 201, Creekside Subdivision—Part Four, as set forth on the Plat recorded in Book 44, at Page 202, Creekside Subdivision—Part Five as set forth on the Plat recorded in Book 44, at Page 203, all in the Office of the Johnson County Recorder; and

WHEREAS, the undersigned Secretary of said subdivision certifies written notice of the meeting of the members was given by or at the direction of the Secretary pursuant to the Bylaws of Creekside Homeowners Association, dated January 28, 2003, recorded February 11, 2003, in Book 3478, Page 468, Miscellaneous Records of Johnson County, Iowa; and

WHEREAS, the undersigned Secretary of said subdivision certifies a quorum of sixty (60%) percent of those members entitled to cast a vote in the Association was constituted for any and all action as said meeting, pursuant to the Bylaws of the Association; and

WHEREAS, the undersigned Secretary of said subdivision certifies the persons and entities entitled to cast a vote in the Association voted 112 to 132 or eighty-four percent (84%) to amend said Bylaws, to wit:

1. Article III. Section 4. Written Notice of Meetings shall be amended to insert "via electronic mail (e-mail)" after "mailing a copy of such notice, postage pre-paid"
2. Article III. Section 5. Quorum and Adjournment shall be amended to delete "60%" and insert in lieu therefore "20%."

3. Article III, Section 6. Proxies shall be stricken in its entirety and replaced by the following:

Section 6. Proxies. Proxy voting shall be allowed.

WHEREAS, the undersigned Secretary certifies that a copy of said meeting minutes and record of proxies are filed in the minute book of the Association and are available for inspection at the office of the Association,

WHEREAS, the undersigned Secretary certifies that the amendment was adopted pursuant to the procedures set forth in Article III of the Bylaws of Creekside Homeowners Association and said amendment is effective March 31, 2008, and all other Articles of the Bylaws shall remain unchanged and in full force and effect.

Dated this 9th day of July, 2008.


Elizabeth A. Jagers, Secretary
Creekside Homeowners Association

State of Iowa, Johnson County, ss.

This instrument was acknowledged before me on 9th day of July, 2008 by Elizabeth Jagers, Secretary, Creekside Homeowners Association.




Notary Public in and for the State of Iowa

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Doc ID: 021219530002 Type: GEN
Recorded: 07/11/2008 at 11:08:08 AM
Fee Amt: \$12.00 Page 1 of 2
Johnson County Iowa
Kim Painter County Recorder
BK 4323 PG 563-564

Prepared by and Return to: Melvin O. Shaw; 1150 5th Street, Suite 280, Coralville, Iowa 52241; (319) 337-7429

**RESOLUTION APPROVING
FIRST AMENDMENT TO
BYLAWS OF
CREEKSIDE HOMEOWNERS ASSOCIATION,
CREEKSIDE SUBDIVISION TO NORTH LIBERTY, IOWA**

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WHEREAS, the undersigned Secretary of said subdivision certifies written notice of the meeting of the members was given by or at the direction of the Secretary pursuant to the Bylaws of Creekside Homeowners Association, dated January 28, 2003, recorded February 11, 2003, in Book 3478, Page 468, Miscellaneous Records of Johnson County, Iowa; and

WHEREAS, the undersigned Secretary of said subdivision certifies a quorum of sixty (60%) percent of those members entitled to cast a vote in the Association was constituted for any and all action as said meeting, pursuant to the Bylaws of the Association; and

WHEREAS, the undersigned Secretary of said subdivision certifies the persons and entities entitled to cast a vote in the Association voted 112 to 132 or eighty-four percent (84%) to amend said Bylaws, to wit:

1. Article III. Section 4. Written Notice of Meetings shall be amended to insert "via electronic mail (e-mail)" after "mailing a copy of such notice, postage pre-paid"

2. Article III. Section 5. Quorum and Adjournment shall be amended to delete "60%" and insert in lieu therefore "20%."

Cash 32922



Prepared by: Timothy J. Krumm, 122 South Linn Street, Iowa City, IA 52240, (319) 338-9222

**AFFIDAVIT EXPLANATORY OF TITLE
RE: CREEKSIDE SUBDIVISIONS - PARTS THREE, FOUR AND FIVE
PROTECTIVE COVENANTS AND RESTRICTIONS
AND COMMON MAINTENANCE COVENANTS
FOR ZERO LOT LINE STRUCTURES**

STATE OF IOWA)
)ss:
JOHNSON COUNTY)

I, MICHAEL E. HODGE, being first duly sworn upon oath depose and state as follows:

1. I am the President and one of the Managers of H & O, L.C., an Iowa limited liability company, and I am familiar with all of the facts and circumstances which are the subject matter of this Affidavit.
2. Protective Covenants and Restrictions of Creekside Subdivisions - Parts Three, Four and Five, dated July 19, 2002, were recorded July 29, 2002, in Book 3345, Page 470, Records of Johnson County, Iowa (the "Protective Covenants").
3. After the Protective Covenants were adopted, the original Creekside Subdivision - Part Four and Creekside Subdivision - Part Five were each vacated by the City of North Liberty (Resolution No. 03-41, recorded August 22, 2003, in Book 3621, Page 965, and Resolution No. 03-42, recorded August 22, 2003, in Book 3621, Page 956) (the "Old Part Four" and "Old Part Five", respectively).
4. The Protective Covenants were intended to cover all of the lots in the Old Part Four and Old Part Five. However, a scrivener's error was made, and Lots 39 through 49 of Old Part Five and Outlot C of Old Part Four were inadvertently omitted.

5. Following the above-referenced vacation proceedings, new subdivision proceedings were completed for both Creekside Subdivision - Part Four and Creekside Subdivision - Part Five (Plat Book 46, Page 294 and Plat Book 46, Page 295, Records of Johnson County, Iowa) (the "New Part Four" and "New Part Five", respectively).

6. The area covered by the New Part Four and the New Part Five is the same as the area covered by the Old Part Four and the Old Part Five. The new Parts are configured differently and the lots are numbered differently. The Protective Covenants are intended to survive the replatting of Part Four and Part Five and to continue to fully apply to all of the lots in the New Part Four and the New Part Five.

7. I am also familiar with the Common Maintenance Covenants for Zero Lot Line Structures for Creekside Subdivisions - Parts Three, Four and Five dated July 19, 2002, and recorded July 29, 2002, in Book 3345, Page 475, Records of Johnson County, Iowa (the "Common Maintenance Covenants").

8. Like the Protective Covenants referred to above, the Common Maintenance Covenants precede the vacation of the Old Part Four and the Old Part Five, and also precede the platting of the New Part Four and the New Part Five.

9. The intent of H & O, L.C., as owner and subdivider, was that the Common Maintenance Covenants apply to the New Part Four and the New Part Five, notwithstanding the vacation proceedings referred to above. However, the Common Maintenance Covenants suffer from the same scrivener's errors mentioned above. Specifically, while the Protective Covenants were intended to cover all of the lots in Old Part Four and Old Part Five, Lots 39 through 49 of Old Part Five and Outlot C of Old Part Four were inadvertently omitted.

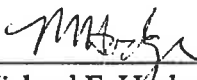
10. Like the Protective Covenants referred to above, the Common Maintenance Covenants were intended to survive the replatting of Part Four and Part Five and to fully apply to all of the lots in the New Part Four and the New Part Five.

11. I am also familiar with the Articles of Incorporation and Bylaws of Creekside Homeowners Association which are dated January 28, 2003, and were recorded February 11, 2003, in Book 3478, Page 468, Records of Johnson County, Iowa (the "Articles" and "Bylaws").

12. Like the Protective Covenants and the Common Maintenance Covenants referred to above, the Articles and Bylaws precede the vacation of the

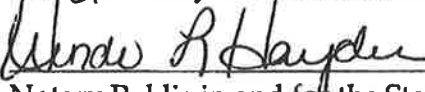
Old Part Four and the Old Part Five, and also precede the platting of the New Part Four and the New Part Five. In addition, the Articles make reference to the Old Part Four and Old Part Five plats.

13. Nevertheless, like the Protective Covenants and the Common Maintenance Covenants, the Articles and Bylaws were intended to survive the replatting of Part Four and Part Five and to fully apply to all of the lots in the New Part Four and the New Part Five. Any and all references contained in the Articles and/or Bylaws should be to the New Part Four and the New Part Five.



Michael E. Hodge

Subscribed and sworn to before me
this 20th day of December, 2004.



Notary Public in and for the State of Iowa

