

See pt Ref BK 3026 p 504 (12-27-00) Unit 1 Bldg 950
See file 166-4 Newer 36

See Rev. 96-87 accepting municipal
improvements: BK 2103 pg 52 6/17/96

See P. Rec BK 2175 pg 7 (10-24-96) Unit 1 Bldg 910

See Amendment BK 2122 Pg 10
7-15-96

See Off. BK 2175 pg 6 Site Plan
for Bldg 910
Unit 1
271⁰⁰

See exhibit BK 2293 Pg 45
6-23-97

See ratification BK 2354 Pg 285
6-10-99

See Water Line easement BK 2457
Pg 12-11-99

See Exhibit BK 2780 pg 188 (12-99)

See exhibit BK 2874 pg 145 (12-10-99)

See "Exh" BK 3017 Pg 253 (11-8-00)

See Amendment BK 3658 Pg 810 (10-24-03)

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DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME
FOR APPLEWOOD CONDOMINIUMS

This Declaration of Submission of Property to the Horizontal Property Regime is made and executed in Iowa City, Iowa, this 19th day of April, 1996, by the undersigned, hereinafter referred to as "Declarants," pursuant to the provisions of the Horizontal Property Act, Chapter 499B, 1995 Code of Iowa.

WHEREAS, Declarants are the owners of the real estate described in Article IA below.

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

WHEREAS, by the execution and recordation of this Declaration, Declarants do hereby submit the above-described real estate and improvements to be constructed thereon to a horizontal property regime, pursuant to the provisions of Chapter 499B, 1995 Code of Iowa.

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

ARTICLE I. DESCRIPTION OF LAND, BUILDINGS, AND UNITS

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

A portion of the northeast quarter, Section 6, Township 79 North, Range 6 West of the 5th P.M., Coralville, Iowa described as follows:
Beginning at a 5/8" rebar found marking the northeast corner of Lantern Park Third Addition as shown on Plat Book 9, Page 18; thence S88°22'22" E (recorded bearing) - 7.32 feet along the north line of said Section 6 and the south line of Valley View Heights, Part Three as shown in Plat Book 6, Page 62; thence S88°22'22" E - 302.58 feet (recorded 303.56 feet) along said north line of Section 6 and said south line of Valley View Heights, Part Three, to a 5/8" rebar; thence S1°36'22" W - 784.55 feet (recorded 784.8 feet) to a 5/8" rebar; thence S2°07'24" W - 97.35 feet to a 5/8" rebar set at the easterly extension of the north line of Lot 2, Block 1, Morrison Park Addition; thence N79°44'42" W - 373.82 feet along the north line of said Morrison Park Addition as shown in Plat Book 14, Page 10 to a 5/8" rebar found marking the northwest corner of Lot 1, Block 1, thereof; thence N80°37'49" W - 61.15 feet (recorded 60.94 feet) along said north line of Morrison Park Addition to a 5/8" rebar set marking the northeast corner of Lot 1, Block 2 thereof; thence N79°15'23" W - 152.36 feet along said north line of Morrison Park Addition to a 5/8" rebar set marking the northwest corner of Lot 2, Block 2 thereof and marking the northeast corner of Lot 38, Lantern Park First Addition as shown in Plat Book 6, Page 42 and the southeast corner of Lot 129, said Lantern Park Third Addition; thence N20°26'39"

E - 552.42 feet (recorded 552.57 feet) along the east line of Lot 29, said Lantern Park Third Addition, to a 5/8" rebar found marking the northeast corner of said Lot 129; thence N20°36'52" E - 286.11 feet (recorded 283.08 feet) along the east line of Lot 130, said Lantern Park Third Addition to the point of beginning.

B. Description of Buildings. The buildings shall be of frame construction on slab foundation in the number, location and design shown on the exhibits to this Declaration.

C. Description of Dwelling Units. Attached hereto and made a part hereof, marked Exhibit "A", is a statement of how the buildings will be labeled and how the units will be labeled, fractional interest of each unit in the common elements, and number of votes per unit in the Owners Association. Exhibit "B" to this Declaration in a site plan showing the intended location of the buildings. As the buildings are constructed, the Declarants will record additional documentation to this Declaration locating precisely the buildings and stating specifically the model constructed thereon, the model floor plan (if not already filed), and any revisions actually made to the model, tying all to the building designation and unit designation.

The units might not be identical. The exterior of the buildings will have a continuity but might not be identical and the final plot plan may locate the buildings in a slightly different manner than the submitted herewith. No variation, change, additional documentation, or revision contemplated in this paragraph C shall be considered an amendment. Therefore any such variation, change, additional documentation, or revision contemplated in this paragraph C may be implemented by Declarants and require the approval of no other unit owners.

D. The term "unit" shall mean the rooms occupying part of a floor intended for use as a residence and not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the building so described and the air space so encompassed. There are 42 units located within Applewood Condominiums.

E. The term "garage" means that part of the structure abutting a driveway and intended for, but not limited to, the storage of an automobile. Garage ownership shall not be separated from the ownership of the unit to which it pertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though said garage is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE II. OWNERSHIP INTERESTS.

A. Exclusive Ownership and Possession by Owner. Each owner shall be entitled to exclusive ownership and possession of his or her unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fraction expressed in Exhibit "A" of this Declaration. The fraction of the undivided interest of each owner in the Common Elements as expressed in Exhibit "A" shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded, except as hereinafter noted.

The fraction of the undivided interest in the Common Elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner

may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners.

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

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

C. Undivided Fractional Interest. An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each unit. The amount of such undivided interest appurtenant to each unit is that fraction as set forth on Exhibit "A" (as may subsequently be increased pursuant to paragraph A above).

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

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

F. Association Membership and Voting Rights. Appurtenant to each unit shall be membership in Applewood Condominiums Owners Association and one vote in the affairs of the Association and of the regime, provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the owners; and such action, when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all unit owners. Notice is given that units owned by the declarant are entitled to 4 votes under the bylaws of the association for each unit owned, whether built or unbuilt.

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

1. For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;
2. Through the units and common facilities for maintenance, repair and replacement or reconstruction of common elements, but access to units shall be only during reasonable hours except in case of emergency; said emergency access shall include emergencies for known safety hazards and emergencies during the absence of the owner;
3. Every portion of a unit contributing to the support of a building is burdened with an easement of such support for the benefit of all such other units;
4. Through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other units in the common areas.

ARTICLE III. GENERAL COMMON ELEMENTS.

Applewood Condominiums contains common property or "common elements" which property is owned in common by the owners of the various units. The general common elements are described and defined as follows:

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

A. The land on which the buildings are located; the land is subject to an easement for pipeline purposes over the areas shown on attached exhibits, and may be subject to an easement in favor of the City of Coralville over the same areas.

B. The foundations, floors, exterior walls of all buildings, roofs, common entrances and exits, and in general all devices or installations existing for common use, except as limited hereafter;

C. Installations for public utilities, including electric, cable TV, gas, water, sewer, ventilation, exhaust, heating, and air conditioning for common use;

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

ARTICLE IV. LIMITED COMMON ELEMENTS.

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

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

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

B. Mailboxes and garage doors.

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

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

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

ARTICLE V. DECLARANTS' RESERVED RIGHTS

Declarants are irrevocably and perpetually empowered, notwithstanding any restriction or provision hereof to the contrary, to sell units to any person and shall have the right to transact on the condominium property any business relating to construction, repair, remodeling, sale, lease or rental of units, including but not limited to, the right to maintain signs, employees, independent contractors and equipment and materials on the condominium property, to use common elements (general

and limited), and to show units. All signs and all items and equipment pertaining to sales or rentals or construction and any unit furnished by the Declarants for sales purpose shall not be considered common elements and shall remain Declarants' separate property. Declarants retain the right to be and remain the owner of unbuilt units and of completed but unsold units under the same terms and conditions as other owners, including membership in the Association, but as said terms and conditions are expressly modified hereafter. Declarants expressly reserve easements for ingress, egress, and utility purposes across and under the land submitted to the condominium regime during the construction stage of the condominium regime.

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

A. The operation of the condominium shall be by a nonprofit corporation organized and existing under Chapter 504A, Code of Iowa. The name of the Association shall be Applewood Condominiums Owners Association, and the term "Association" as used throughout this Declaration refers to Applewood Condominiums Owners Association. The Articles of Incorporation and the Bylaws are attached hereto and marked Exhibits "D" and "E". Whenever a vote or other action of unit owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or the Council of Co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

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

C. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-owners and the owners as a group, by Chapter 504A and 499B of the 1995 Code of Iowa as amended, and such as are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on units thereof, and the right to acquire a unit at foreclosure sale and to hold, lease, mortgage or convey the same. Each owner hereby waives any rights to delay or prevent such foreclosure by the Association which he may have by reason of a homestead exemption.

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

E. The members of the Association shall consist of all of the record owners of units. The membership of a prior owner shall be terminated by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a new record titleholder to a unit in the condominium. The members of the Association shall be entitled to cast one vote for each unit owned by such member. Declarant shall be entitled to 4 votes per unit owned, whether built or unbuilt.

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

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

Declarants shall have the right to name all members of the Board of Directors of Applewood Condominiums Owners Association until the annual members' meeting of said Association which is held after 75% of the units are sold OR until the annual members' meeting held in 2006, whichever first occurs. Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.

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

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

J. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement, the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled. The Board of Directors of the owners association shall purchase directors' liability insurance.

K. The following persons, who are residents of the State of Iowa, are designated as agents to receive service of process upon the Association:

<u>NAME</u>	<u>ADDRESS</u>
Rex Brandstatter	1006 5th Street, Coralville, Iowa 52241
Alan Marks	107 Wilson Boulevard, Fairfield, Iowa 52556

L. It is specifically agreed that the owners' association is designated as the proper party for service of notice by the City of Coralville regarding compliance with any regulatory requirements of the city concerning the general or limited common elements of this regime.

ARTICLE VII. MAINTENANCE BY ASSOCIATION.

A. Maintenance Assessments.

1. The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense except where maintenance has been specifically made the responsibility of an individual unit.
2. The type, placement and planting of all outside plantings shall be only as shown on the Declarant's landscape plan as submitted to the City of Coralville, in conjunction with the development of this project. This restriction shall not disallow the Association, by majority approval, to allow for plantings by individual unit owners or, to allow such additional plantings as are not inconsistent with said plan.
3. The Association shall repair incidental damage to the common elements and shall assess the cost thereof as a common expense. The Association shall have an easement for ingress and egress for the purposes of maintenance, repair, and

replacement of common elements. The Board of Directors of the Association shall designate an agent for purposes of communications with the City of Coralville concerning compliance with applicable city regulations including but not limited to compliance with the Housing Code. The initial designated agent is Rex Brandstatter.

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

The Board of Directors shall increase or decrease said \$3,000.00 figure in the preceding paragraph on a regular three year basis, said increase or decrease shall be calculated from the inflationary or deflationary change as reflected in the Midwest Region Consumer Price Index.

B. Share of Assessment. Each unit shall be assessed and shall be responsible for 1/42nd of the common assessment levied. Failure to pay the assessment for common expenditures shall result in an automatic lien against the unit failing to pay the common assessment, and shall be deemed to run with title to the unit.

The fractional assessments for the preceding paragraph shall be imposed after all units are sold. Prior to the time when all units are sold, the Board of Directors will set and assess a monthly fee as each unit is sold.

The fractional share of the common assessment as set forth above shall include the assessment for the insurance on each unit.

It shall be the duty of the Board of Directors to adjust the amount of the assessment on a regular basis to reflect actual increases in the costs of maintenance to the Association. This adjustment may be made, at the discretion of the Board of Directors, by regular cost-of-living percentage increases.

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

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

ARTICLE VIII. MAINTENANCE BY OWNER.

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

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

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

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

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

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

G. No unit owner shall make or permit to be made any structural alteration to a unit or to a building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by a general rule or regulation) which shall determine the proper insurance of such improvement or other alteration and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of any building or common element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the fraction of ownership interest appurtenant to such unit.

ARTICLE IX. PROTECTIVE COVENANTS AND USE RESTRICTIONS.

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

A. A unit shall be used or occupied for single family dwelling purposes only. (Live-in help does not change or destroy the single family dwelling character of a unit.)

B. A condominium unit may not be rented or leased by the owner except by approval of the Board of Directors. Approval shall not be unreasonably withheld; and the following guidelines will be adhered to:

1. Each unit shall not be rented more than once per year. (Declarants, however, shall be allowed to rent a unit for a lease term of six months.)

2. Any rental arrangement must comply with the single family dwelling restrictions.

3. Any lease/rental agreement shall provide that the entire unit be rented, the occupancy to be only by the lessee and his or her family. If the lessee is a partnership, corporation, trust, estate or similar type entity, the actual occupants shall be such to comply with the single family dwelling purposes set forth herein.

4. The lease is to be in writing and a copy thereof is to be filed with the Board of Directors prior to possession.

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

C. Nothing shall be altered in, constructed in, or removed from the common elements, limited or general, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association, and further provided that any holder of a first mortgage which acquires possession of a unit by foreclosure shall have the right to post signs for the sale or rental of such unit until such unit is sold or a lease is entered into.

D. No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the unit owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed.

E. Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association, said consent to be established by a favorable vote of a majority of a quorum present at an Association member's meeting held pursuant to notice as set forth in the Bylaws. No owner shall permit anything to be done or kept in his or her unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law.

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

G. Agents of or contractors hired by the Association may enter any unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owners as practicable.

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

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

J. Failure of the Association or any owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the Code of Iowa (1995), this Declaration, the Articles of Incorporation or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

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

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

M. No animal pens, sheds, fences or other out-buildings or structures of any kind shall be erected by a unit owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No recreational vans, trailers or boats shall be parked outside in the driveways or on the streets of the condominium regime for more than 36 hours. (The

intent of this provision is to keep the streets, driveways, and parking areas within the regime clear on a more or less continual basis of such large vehicles. The Board of Directors of the owners association is specifically given the authority to enforce the intent of this provision such that vans, trailers and boats are not parked, removed for a short period of time, and then re-parked, thereby complying with the letter, but not the intent of this provision.) All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

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

O. Unit owners may maintain as pets, dogs, cats, birds or other non-farm animals customarily kept in cages provided that no animal shall exceed 20 pounds. Each pet owner is responsible to immediately clean up any mess made by his or her pet on the common grounds.

P. The Association, by majority vote of its board of directors, may impose upon a unit owner a fine of up to \$25.00 per day for each day of a continuing violation of the duties imposed on the owner by these covenants, such fine becoming assessable to the unit owner beginning on the fourth day following receipt by owner of written notice specifying the breach of duty and notifying the owner of the levy of the fine. The fine may be the subject of collection action in Small Claims Court, but in any event shall be an automatic lien on the unit as described in Article VII, above.

ARTICLE X. INSURANCE.

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

B. Fire and other hazard insurance shall be purchased by the Board of Directors as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominium association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably

available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association and Declarants, so long as Declarants are the owners of any of the units in this project. The Declarants shall notify the insurance carrier of any change in ownership of a unit until the annual members' meeting of the Owners Association when the Declarants shall no longer own 75% of the units OR until the annual members' meeting held in 2006, whichever first occurs, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

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

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

1. The personalty of the unit owners, such as furniture and clothing;
2. Improvements or betterments to the unit made during or after construction, which increase the value of the unit above the base price for the model floor plan being constructed, such as upgraded carpet, different wall covering, or enclosure of deck or patio.

Any owner may carry such personal liability insurance as he or she may desire. Such insurance is to be limited to the type and nature of coverage often referred to as "Condominium Unit-Owners Insurance." All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent owners.

D. In the event of a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the Bylaws of Applewood Condominiums Owners Association, shall be used for such purpose, subject to the rights of first mortgagees whose interest may be protected by said policies. In the event that the amount available from the proceeds from such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, an emergency assessment may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of seventy percent (70%) of the total number of votes outstanding and entitled to be cast. In the event of a determination not to replace or restore the improvements on the condominium property, the entire condominium property shall be deemed owned in common by the unit owners and subject to partition and sale, it being

understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code of Iowa as now provided or hereinafter amended and in effect at such time. In the event any excess insurance proceeds are remaining, the Board shall retain such sums in the general funds of the Association. Notwithstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of first mortgagees.

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

ARTICLE XI. MORTGAGEE PROTECTION.

Notwithstanding all other provisions hereof: The liens created hereunder or under the Bylaws upon any condominium unit shall be subject and subordinate to, and shall not affect the rights of the holder of the indebtedness secured by any recorded first mortgage (meaning a mortgage with first priority over other mortgages) upon such interest made in good faith and for value, provided that after the foreclosure of any such mortgage there may be a lien created on the interest of the purchaser at such foreclosure sale to secure all assessments, whether regular or special, assessed hereunder to such purchaser as an owner after the date of such foreclosure sale, which said lien, if any claimed, shall have the same effect and be enforced in the same manner as provided herein.

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

ARTICLE XII. TERMINATION.

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

1. Destruction. In the event it is determined in the manner elsewhere provided that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa (1995).

2. Agreement. The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa (1995). It shall be the duty of every unit owner and his respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect

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

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

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

1. The property (land and improvements) shall be deemed to be owned in common by the owners;
2. The undivided interest in the property owned in common which shall appertain to each unit owner shall be the fractional interest previously owned by such owner in the common elements;
3. Any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owner in the property.
4. After termination, the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the owners in a fraction equal to the fractional interest owned by each owner in the common elements, after first paying out of the respective shares of the owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each owner.

ARTICLE XIII. AMENDMENTS.

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

A. The provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification, or rescission and duly adopted by the affirmative vote of not less than two-thirds of the total voting power of the unit owners (including 4 votes to each Declarant-owned unit, whether constructed or unconstructed) or by an instrument in writing setting forth such amendment, modification, or rescission and signed by owners possessing not less than two-thirds of the total voting power of unit owners and duly acknowledged before a notary public.

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

C. Any amendment which would restrict Declarants' rights to construct the maximum number of buildings and units provided for herein must have unanimous approval of the owners of all units built, unbuilt, sold or unsold.

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

E. The units might not be identical. The exterior of the buildings will have a continuity but might not be identical and the final plot plan may locate the buildings in a slightly different manner than submitted herewith. No variation, change, additional documentation, or revision contemplated in this paragraph E shall be considered an amendment. Therefore any such variation, change, additional documentation, or revision contemplated in this paragraph E may be implemented by

Declarants and require the approval of no other unit owners.

ARTICLE XIV. MISCELLANEOUS.

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

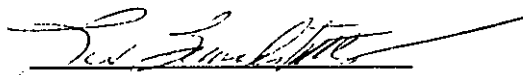
The use of any gender herein shall include all genders where to do so will facilitate the interpretation of any provision.

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

In case of the apparent conflict of the provisions of this Declaration or with the provisions of the Articles of Incorporation or Bylaws of the Homeowner's Association, or with any other rule, regulation or resolution concerning this condominium regime, the provisions of this Declaration shall govern.

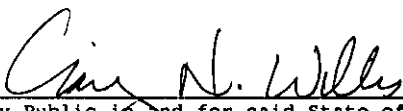
IN WITNESS WHEREOF, Declarants have executed this Declaration the day and year first above written.

Applewood Partners


by: Rex Brandstatter

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 19 day of April, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rex Brandstatter, to me personally known, who, being by me duly sworn, did say that the person is a General Partner of Applewood Partners, an Iowa limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the limited partnership by authority of the limited partnership; and the general partner acknowledged the execution of the instrument to be the voluntary act and deed of the limited partnership, by it and by the general partner voluntarily executed.


Notary Public in and for said State of Iowa

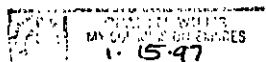
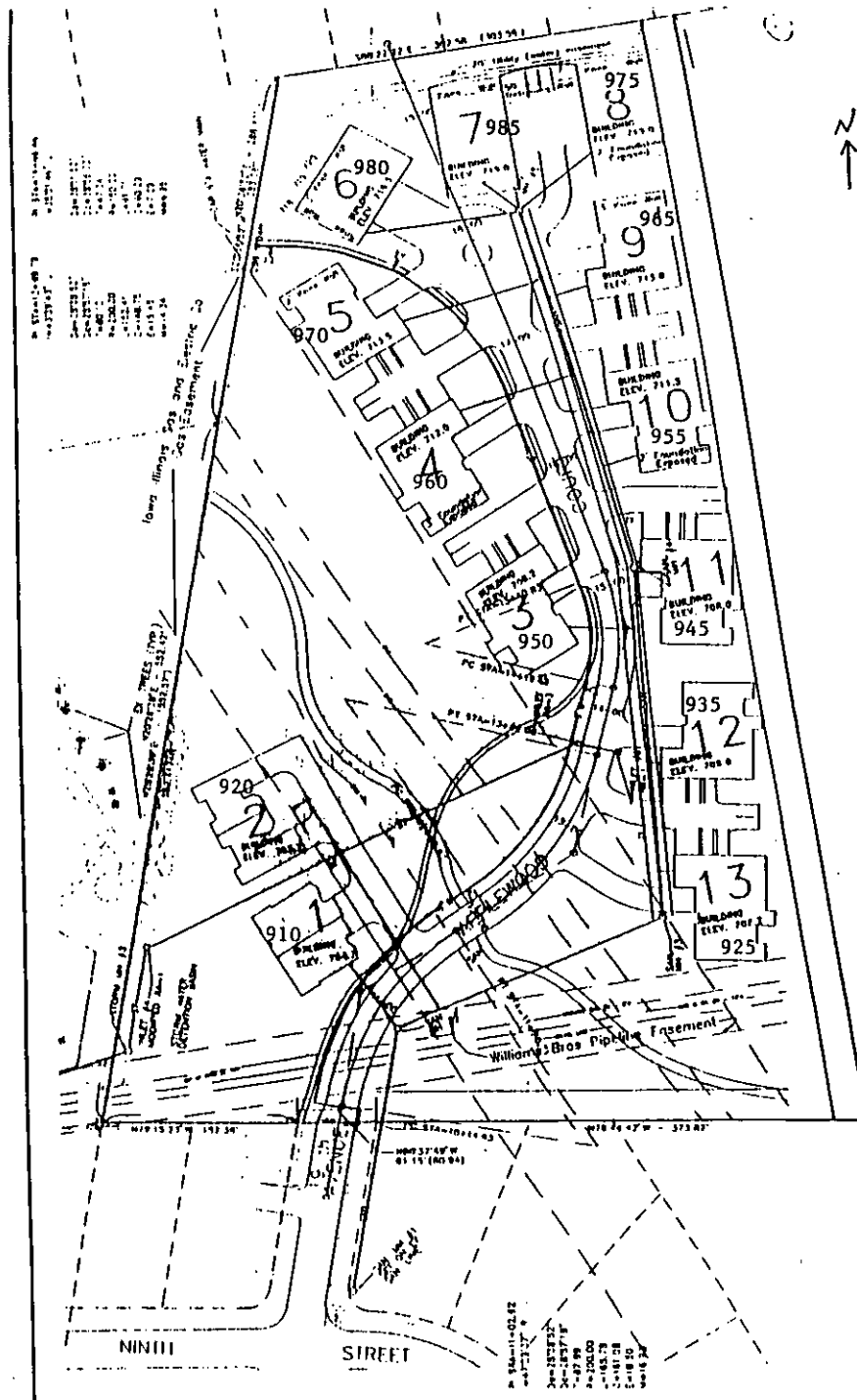


EXHIBIT "A"
TO
DECLARATION OF CONDOMINIUM
APPLEWOOD CONDOMINIUMS
DESIGNATION OF UNITS; PROPORTION OF
OWNERSHIP OF GENERAL COMMON ELEMENTS, VOTING RIGHTS

<u>Building #</u>	<u>Unit #</u>	<u>Ownership of General Common Elements*</u>	<u>Votes*</u>
910	1	1/42	1
910	2	1/42	1
920	1	1/42	1
920	2	1/42	1
925	1	1/42	1
925	2	1/42	1
925	3	1/42	1
925	4	1/42	1
935	1	1/42	1
935	2	1/42	1
935	3	1/42	1
935	4	1/42	1
945	1	1/42	1
945	2	1/42	1
945	3	1/42	1
945	4	1/42	1
950	1	1/42	1
950	2	1/42	1
950	3	1/42	1
950	4	1/42	1
955	1	1/42	1
955	2	1/42	1
955	3	1/42	1
955	4	1/42	1
960	1	1/42	1
960	2	1/42	1
960	3	1/42	1
960	4	1/42	1
965	1	1/42	1
965	2	1/42	1
965	3	1/42	1
965	4	1/42	1
970	1	1/42	1
970	2	1/42	1
970	3	1/42	1
970	4	1/42	1
975	1	1/42	1
975	2	1/42	1
980	1	1/42	1
980	2	1/42	1
985	1	1/42	1
985	2	1/42	1

*These ownership interests and voting rights apply after conveyance of all units by the declarant. For relative rights, including declarant rights prior to such time, see the text of the declaration.



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EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM
APPLEWOOD CONDOMINIUMS.

SITE LOCATION PLAN SHOWING CONFIGURATION OF BUILDINGS ON LOTS.

CONTINUATION OF EXHIBIT "B"
TO
DECLARATION OF CONDOMINIUM
APPLEWOOD CONDOMINIUMS

ASSIGNMENT OF BUILDING NUMBERS AND LOCATION OF UNITS WITHIN BUILDINGS.

Designation of Buildings. Building numbers of the individual buildings are identical to the street addresses on Applewood Court of the respective buildings. These numbers begin with 910 and end with 985, as illustrated on this Exhibit B.

Designation of Units. Buildings 910, 920, 975, 980 and 985 contain two units, while buildings 925, 935, 945, 950, 955, 960, 965 and 970 contain four units each. The units in two-unit buildings are numbered by assigning unit 1 to the unit appearing on the observer's left as he or she stands facing the front of the building and unit 2 to the unit appearing on that observer's right. The four unit buildings each have one two-bedroom and one three-bedroom unit on the first floor and one two-bedroom and one three-bedroom unit on the second floor. In such buildings, the first floor three-bedroom unit is #1; the first floor two-bedroom unit is #2; the second floor three-bedroom unit is #3; and the second floor two-bedroom unit is #4.

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF
APPLEWOOD CONDOMINIUMS OWNERS ASSOCIATION

We, the undersigned, co-owners of Applewood Condominiums Horizontal Property Regime adopt the following Articles of Incorporation under the Iowa Nonprofit Corporation Act, Chapter 504A, 1995 Code of Iowa.

ARTICLE I.

The name of the corporation is Applewood Condominiums Owners Association.

ARTICLE II.

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

ARTICLE III.

The purposes and objectives of the owners association are to provide an entity to conduct the business and affairs of, and to act on behalf of, the owners of Applewood Condominiums. The owners association shall have all powers and purposes granted to it statutorily by Chapter 499B and Chapter 504A of the 1995 Code of Iowa as amended, and granted to it by the Declaration. The purposes of the Owners Association are exclusively not for private profit or gain and no part of the association's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the association shall make no distribution of income to its members. The Association shall, additionally, have unlimited power to engage in and to do any lawful act concerning any and all lawful business of the owners association.

ARTICLE IV.

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

ARTICLE V.

All persons and entities owning condominium units within this condominium regime shall be members of the owners association.

ARTICLE VI.

The name and address of the initial registered agent of the corporation in Johnson County, Iowa is Rex Brandstatter, 1006 5th St., Coralville, IA 52241.

ARTICLE VII.

The number of directors constituting the initial Board of Directors is two. The names and addresses of the persons who are to serve as the initial directors are:

Rex Brandstatter, 1006 5th St., Coralville, IA 52241; and Alan Marks, 107 Wilson Blvd., Fairfield, IA 52556.

ARTICLE VIII

The name and address of the incorporator is as follows: Rex Brandstatter, 1006 5th St., Coralville, IA 52241.

ARTICLE IX

In the event of liquidation, assets, if any, shall be distributed to the members in accordance to their proportionate share of ownership in the condominium regime, as per the fractional interest in the common elements listed in Exhibit "A" of the Declaration, or as thereafter may be altered as set forth in Article II of the Declaration.

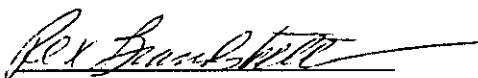
ARTICLE X.

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

ARTICLE XI.

The corporation shall not have a corporate seal.

Dated this 19 day of April, 1996.


Rex Brandstatter

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 19th day of April, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rex Brandstatter, to me personally known, who, being by me duly sworn, did say that he executed the foregoing instrument as his voluntary act and deed.



Notary Public in and for said State of Iowa

199
12th

EXHIBIT "E"

BYLAWS
OF
APPLEWOOD CONDOMINIUMS OWNERS ASSOCIATION

The following are the Bylaws of Applewood Condominiums Owners Association, adopted for the purpose of administering Applewood Condominiums Horizontal Property Regime.

ARTICLE I. MEMBERS AND VOTING RIGHTS.

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

Section 2. One vote total is given to the owner(s) of each unit as to all matters to be determined by the members of the owners association. The Declarant is entitled to 4 votes for each unit owned by it, whether built or unbuilt.

ARTICLE II. MEMBERS' MEETINGS.

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

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

Section 3. The regular annual meeting of the members of the owners association shall be held on the 15 in MAY each year at 7 PM, at a place to be designated by the Board of Directors in Coralville, Iowa. The first annual meeting of the owners association will be held in the year 1996.

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

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

ARTICLE III. BOARD OF DIRECTORS.

Section 1. The business and affairs of the owners association shall be managed

by its Board of Directors. The initial board shall be two in number and shall consist of Rex Brandstatter and Alan Marks.

Section 2. Beginning at the annual members' meeting of the owners association which is held after 75% of the units are sold, OR beginning at the annual members' meeting held in 2006, whichever first occurs, the Board of Directors of the owners association shall be elected at the regular annual meeting from among the members by a vote of the members present, and may be removed and replaced by a majority vote of the total voting power of the members at any members' meeting. Beginning with said meeting there shall be 5 members of the Board of Directors, two directors to be elected for a three year term and two directors to be elected for a two year term and one director to be elected for a one year term. At the next annual meeting, the position(s) of the director(s) whose term(s) end shall be filled in a similar manner by a vote of the members present. Similar elections for the position(s) of the director(s) whose term(s) end shall be held annually at the regular annual meeting.

A majority vote of the board is determinative.

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

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

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

Section 6. Any instrument affecting an interest in real property may be executed by the President and Vice President and one other officer upon authorization of a majority of the voting power of the members.

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

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

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

- a. To enforce all rules and provisions adopted by the Association.
- b. To make and collect assessments against members for all common expenses.
- c. To use the proceeds of assessments in the exercise of its powers and duties.
- d. To maintain, repair, replace, and operate the condominium property, including all common areas, units, and garages, as applicable, and the construction of new improvements or alterations, if authorized, and to make and provide for payment for all such work.

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

ARTICLE IV. COMMON EXPENSES AND ASSESSMENTS.

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

Section 2. Each unit shall be assessed and shall be responsible for 1/42nd (OR more as may be increased under Article II of the Declaration) of the common assessment levied, with the limitations on the units owned by the declarants as set forth in the declaration. Failure to pay the assessment for common expenditures shall result in an automatic lien against the unit failing to pay the common assessment, and shall be deemed to run with title to the unit.

Section 3. The Board of Directors shall (in addition to levying the 1/42nd assessment) establish a per unit fee to be paid to the owners association by the purchaser(s) of each unit, due and payable within ten days from the date of purchase by contract or by deed.

Section 4. The assessments provided for herein shall be modified and shall be initiated on the time schedule as set out in Article VII of the Declaration.

ARTICLE V. AMENDMENT.

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

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

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

ARTICLE VI. MISCELLANEOUS PROVISIONS.

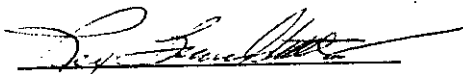
Section 1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions thereof.

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

Section 3. In the event of the conflict of any of these provisions with any of the provision of the Declaration, the Declaration shall govern.

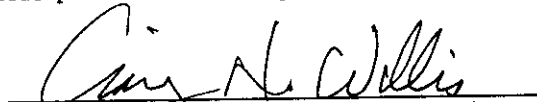
Dated this 19 day of April, 1996.

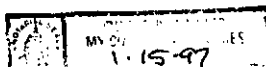
Applewood Partners

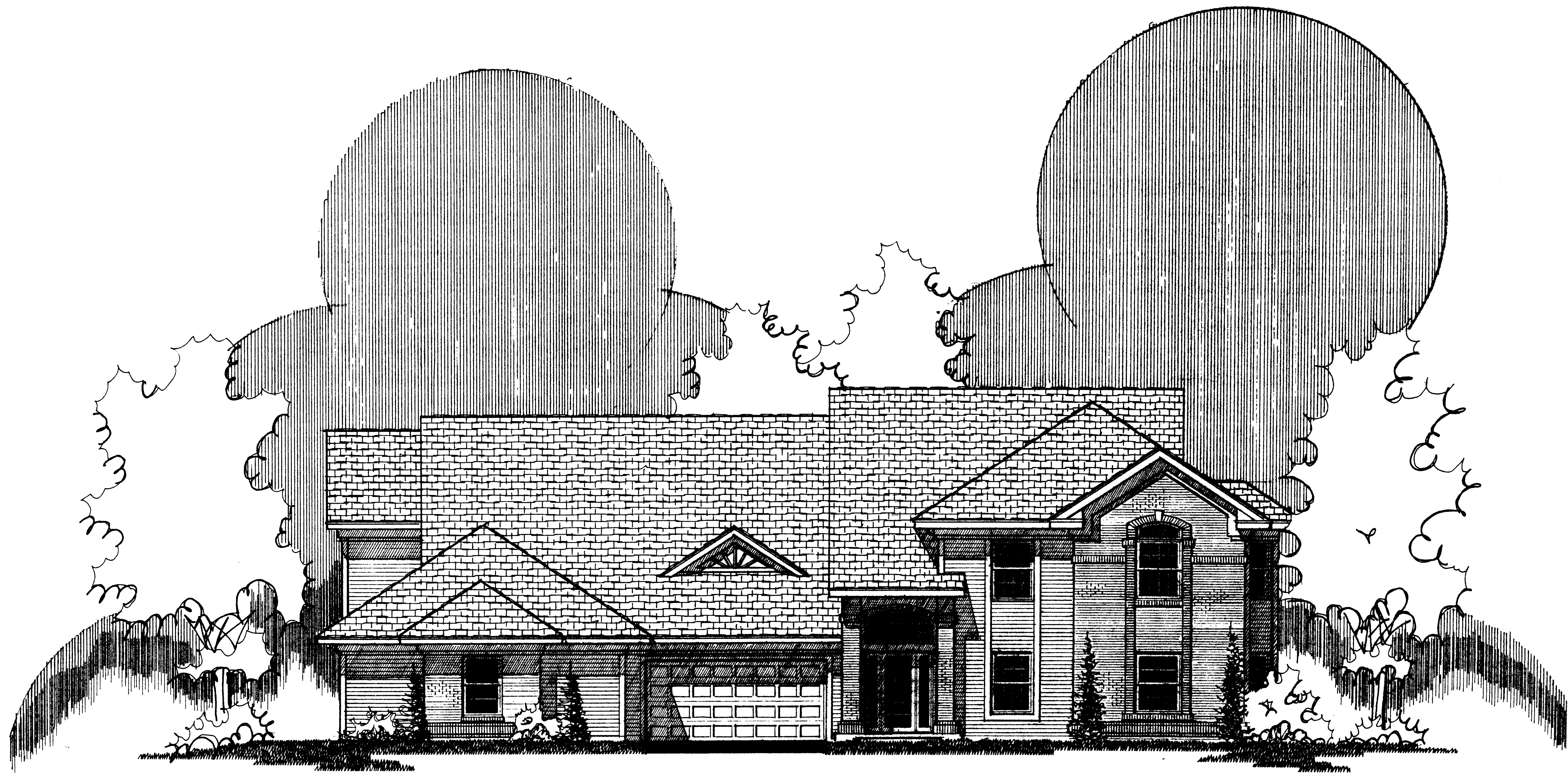

by: Rex Brandstatter

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 19 day of April, 1996, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Rex Brandstatter, to me personally known, who, being by me duly sworn, did say that the person is a General Partner of Applewood Partners, an Iowa limited partnership, executing the foregoing instrument, that the instrument was signed on behalf of the limited partnership by authority of the limited partnership; and the general partner acknowledged the execution of the instrument to be the voluntary act and deed of the limited partnership, by it and by the general partner voluntarily executed.


Notary Public in and for said State of Iowa

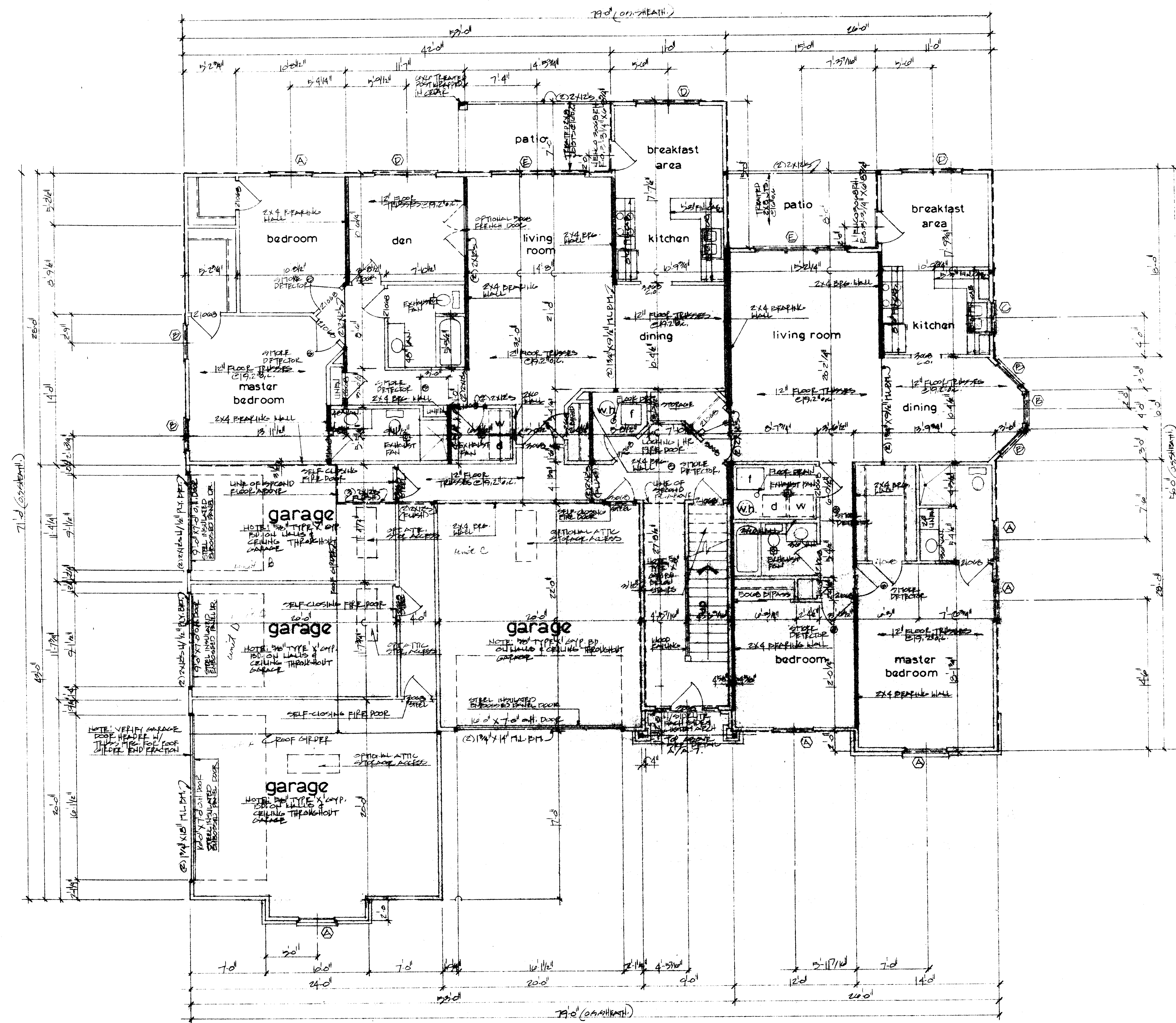




• front elevation •

BRUGGEMAN
ARCHITECTS

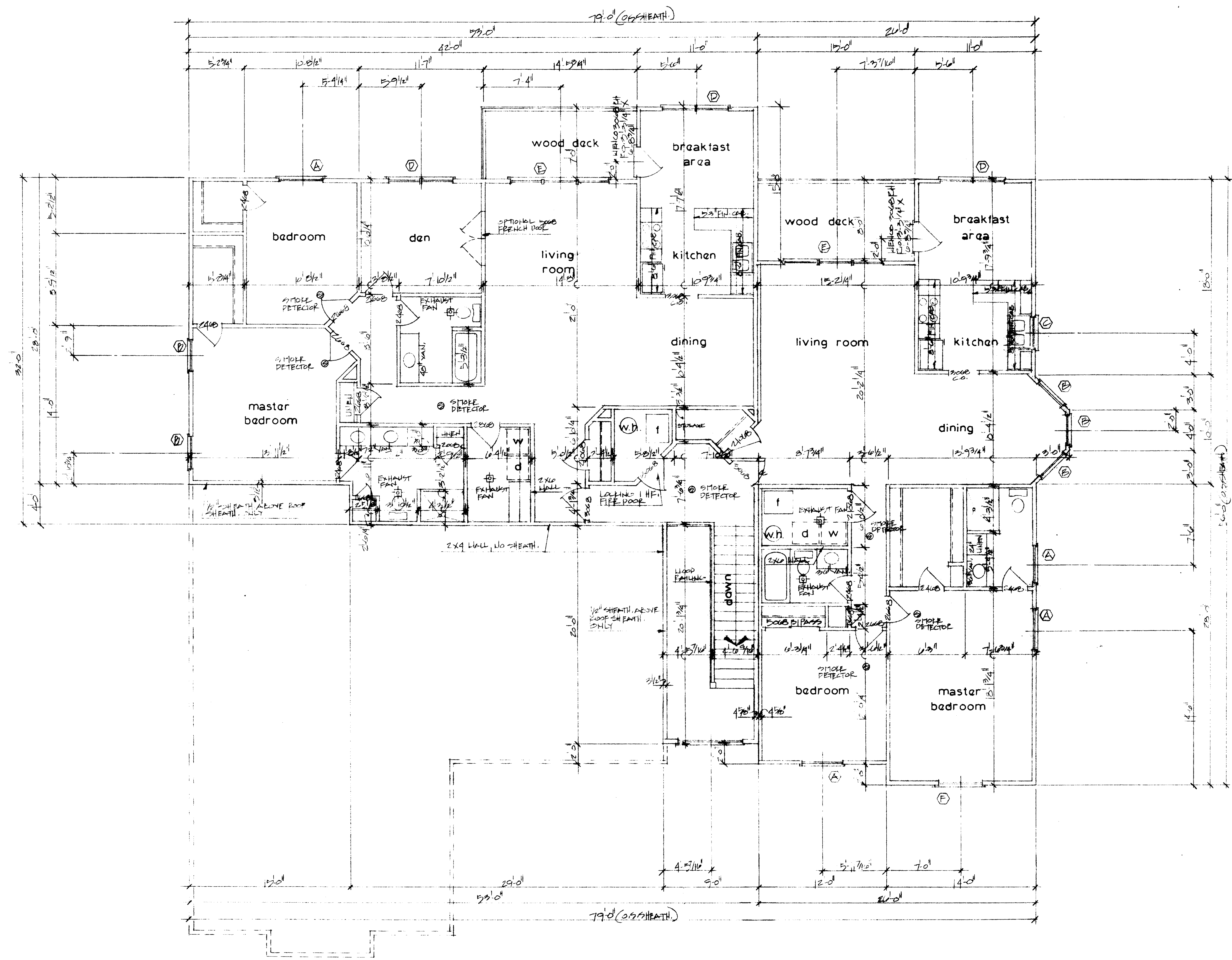
APPROVED COORDINATOR
EXHIBIT C TO DECLARATION
PART 3
DRAWER 30
FOLDER #4
See exhibit BK 2602 pg 254 (10-26-98)



unit A-1495 sq. ft.

unit B-1366 sq. ft.

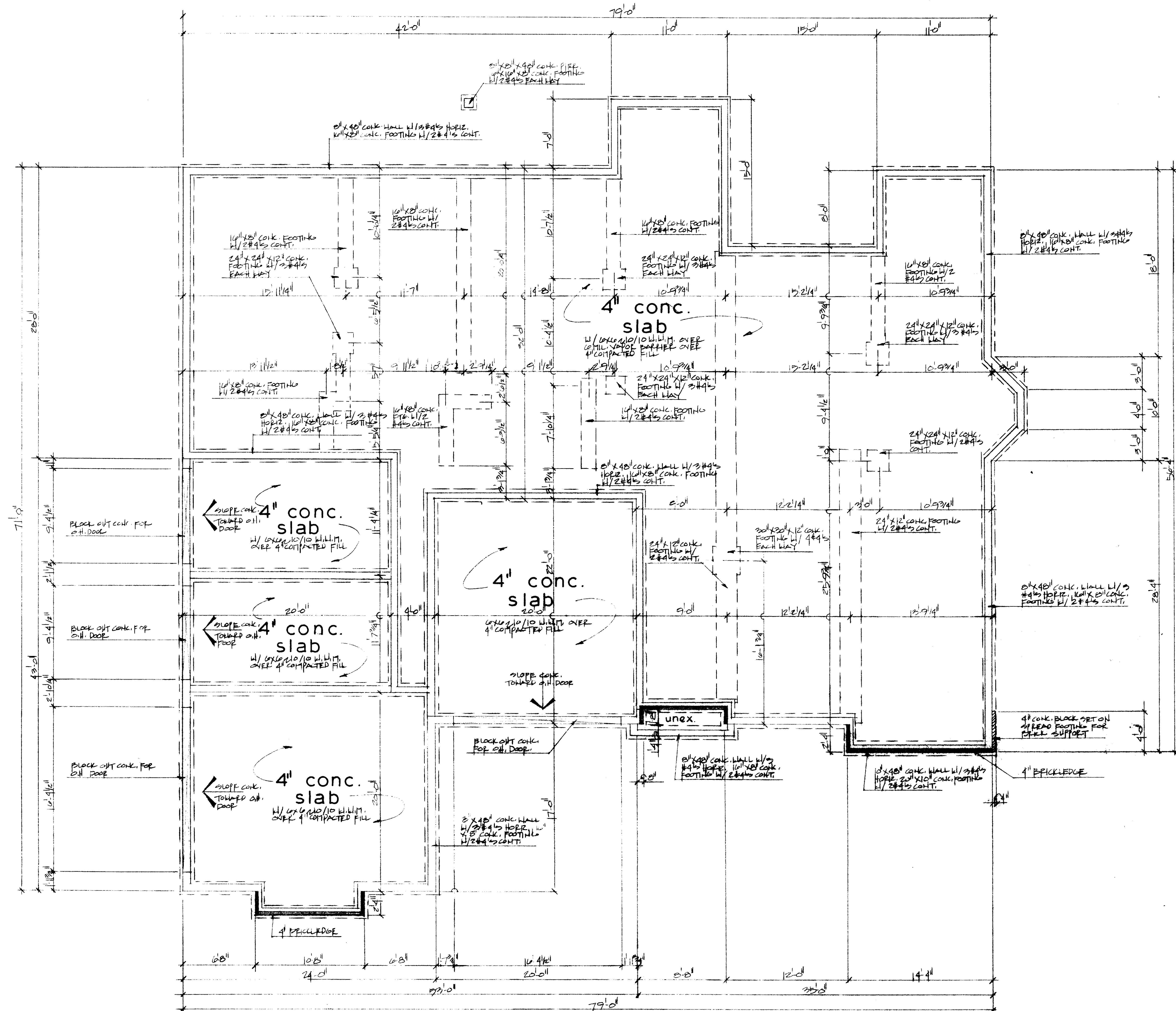
first floor plan



unit C -1582 sq. ft.

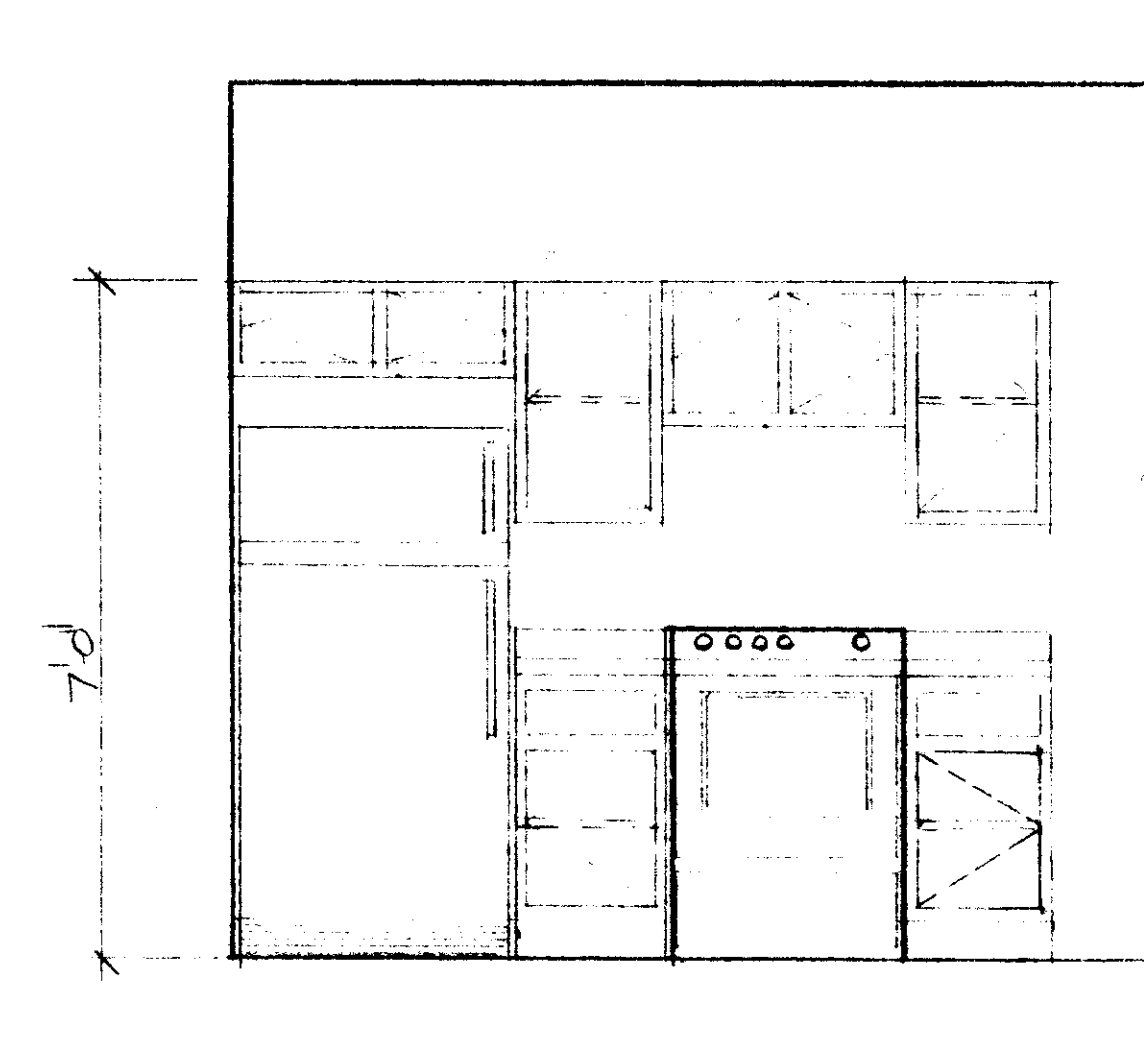
unit D-1366 sq. ft.

second floor plan

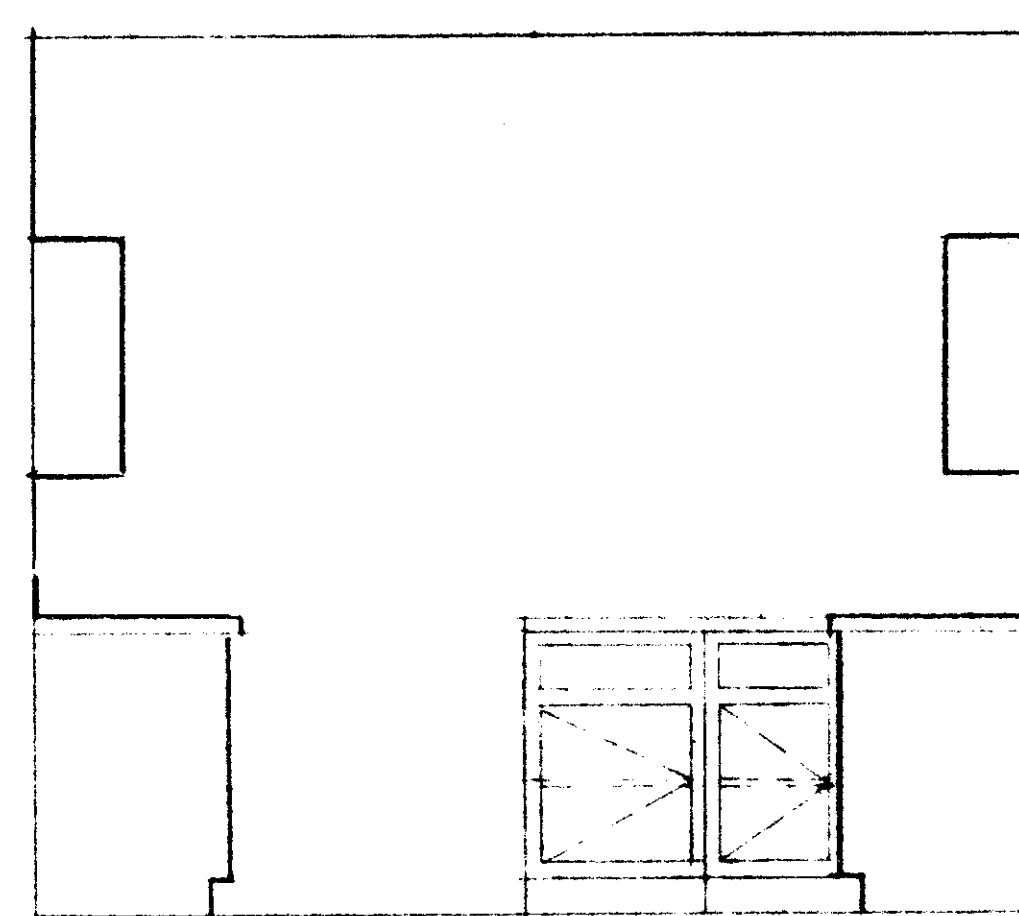


foundation plan

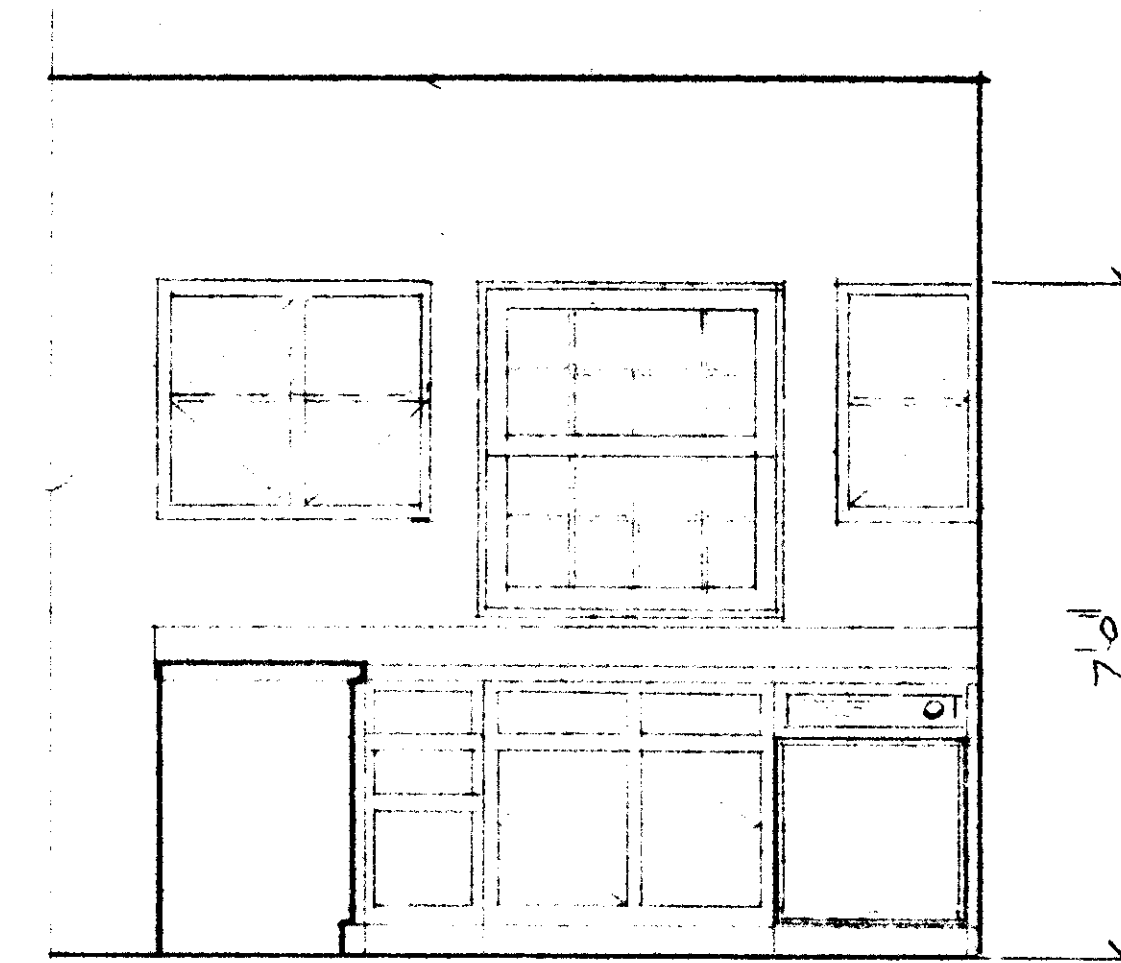
$$1/4^1 = 1 - 0$$



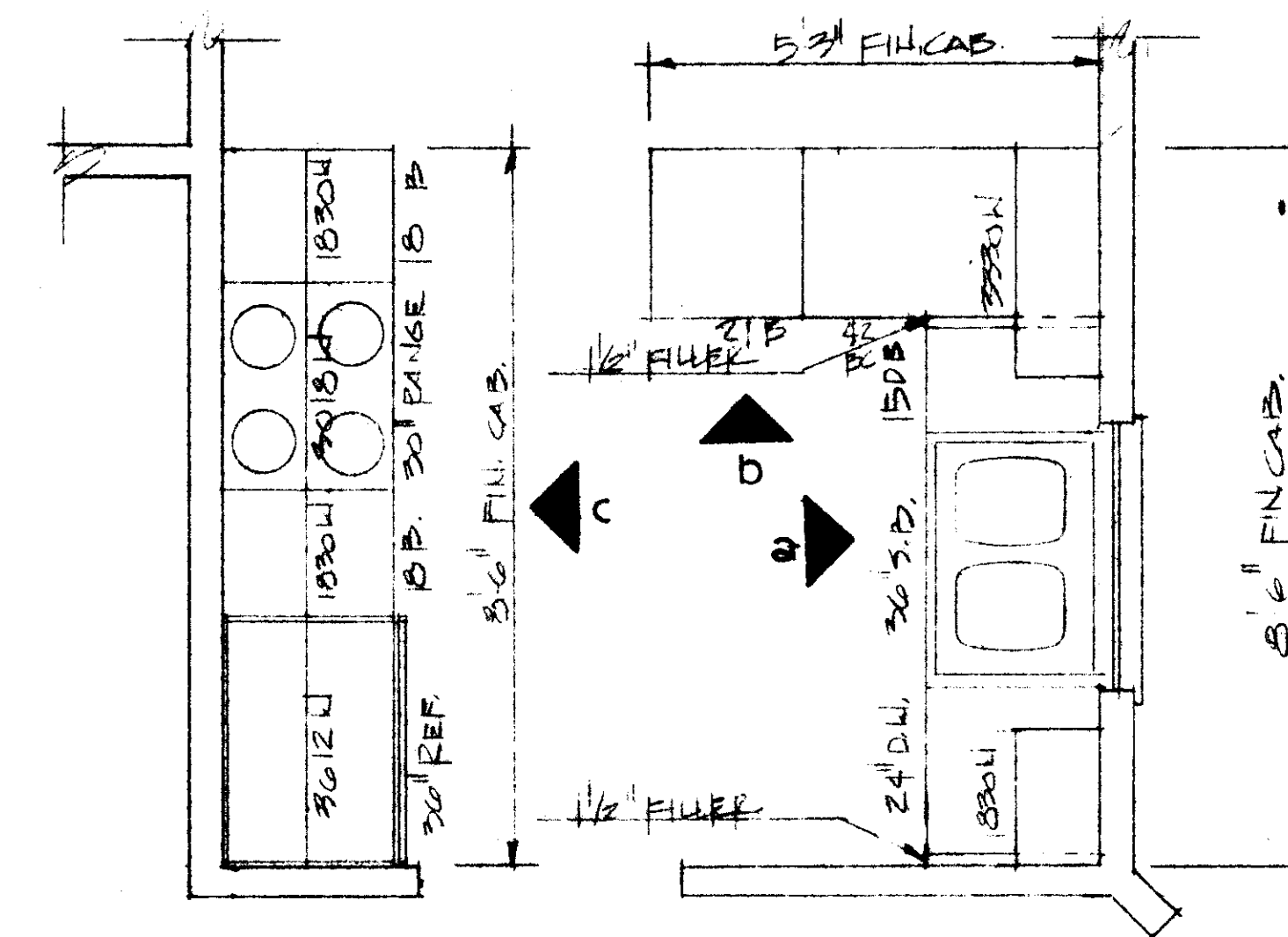
elevation 'c' 1/2"=1'-0"



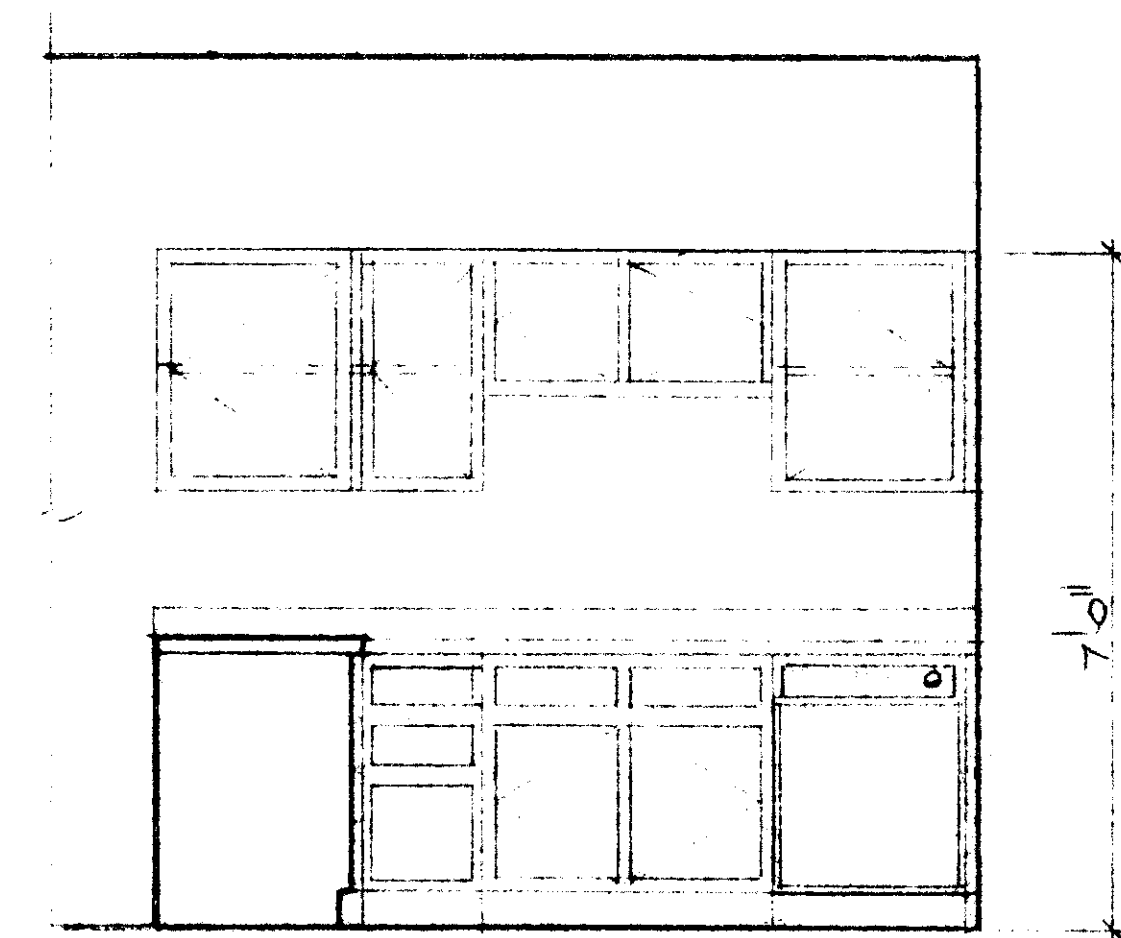
elevation 'b' 1/2"=1'-0"



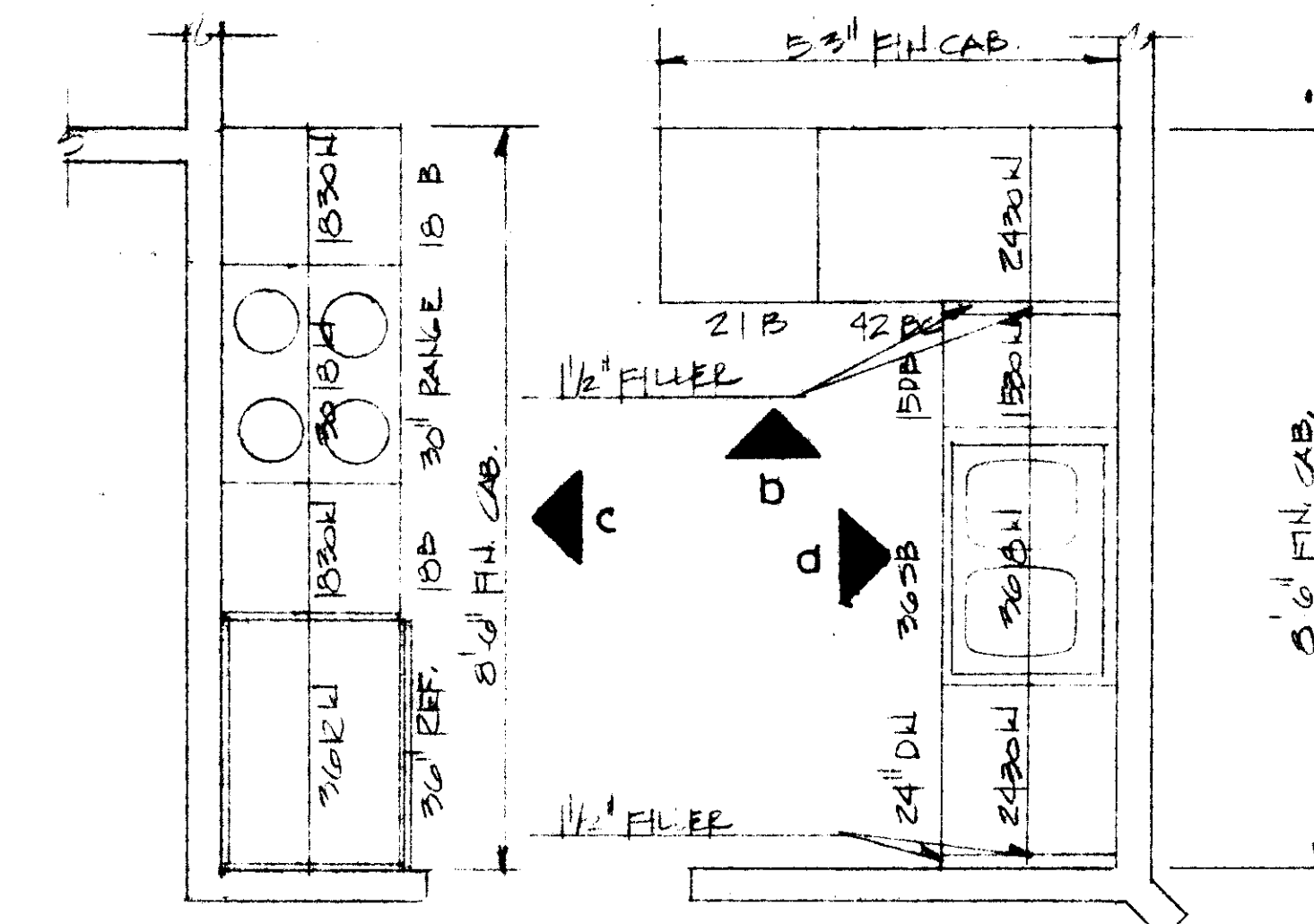
elevation 'a' 1/2"=1'-0"



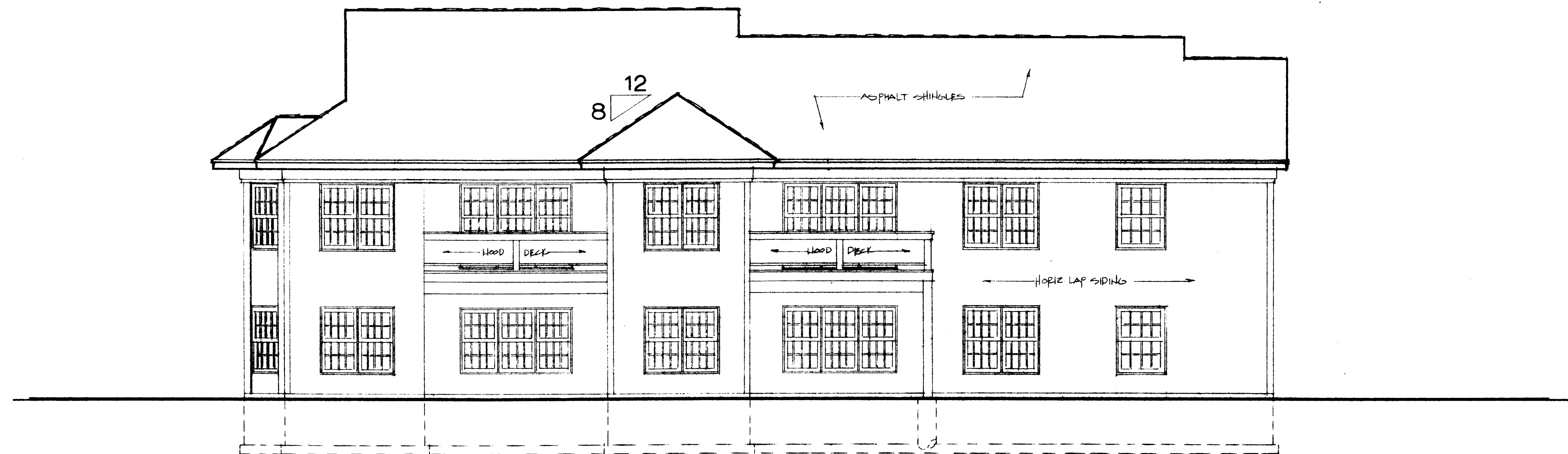
kitchen plan unit B & D 1/2"=1'-0"



elevation 'd' 1/2"=1'-0"



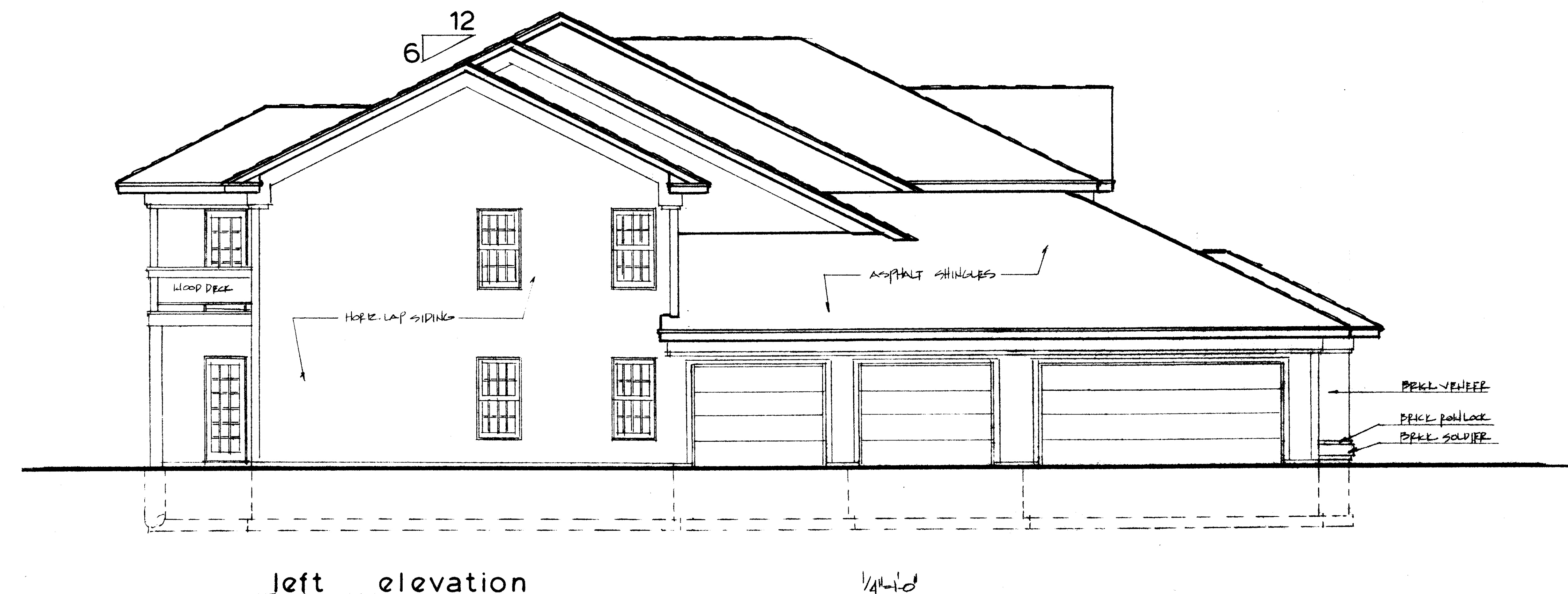
kitchen plan unit A & C 1/2"=1'-0"



rear elevation 1/4"=1'-0"

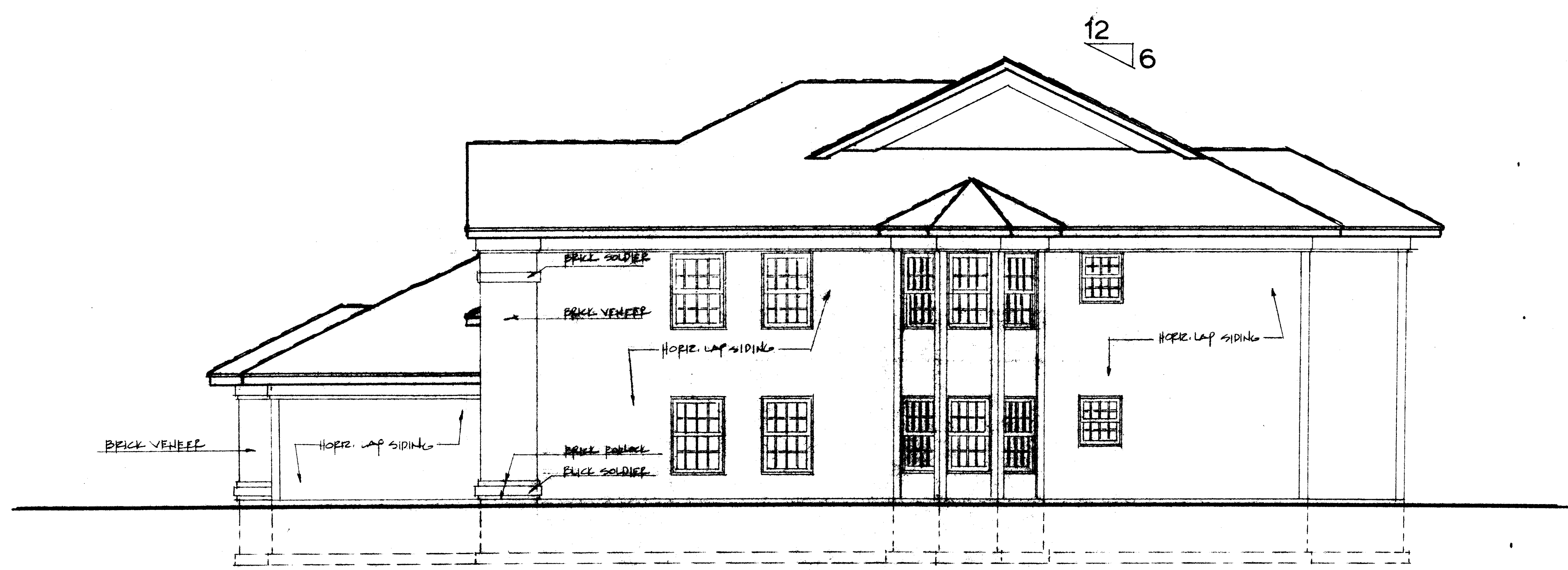
BRUGGEMAN

● Applewood Condominiums ● 4-unit



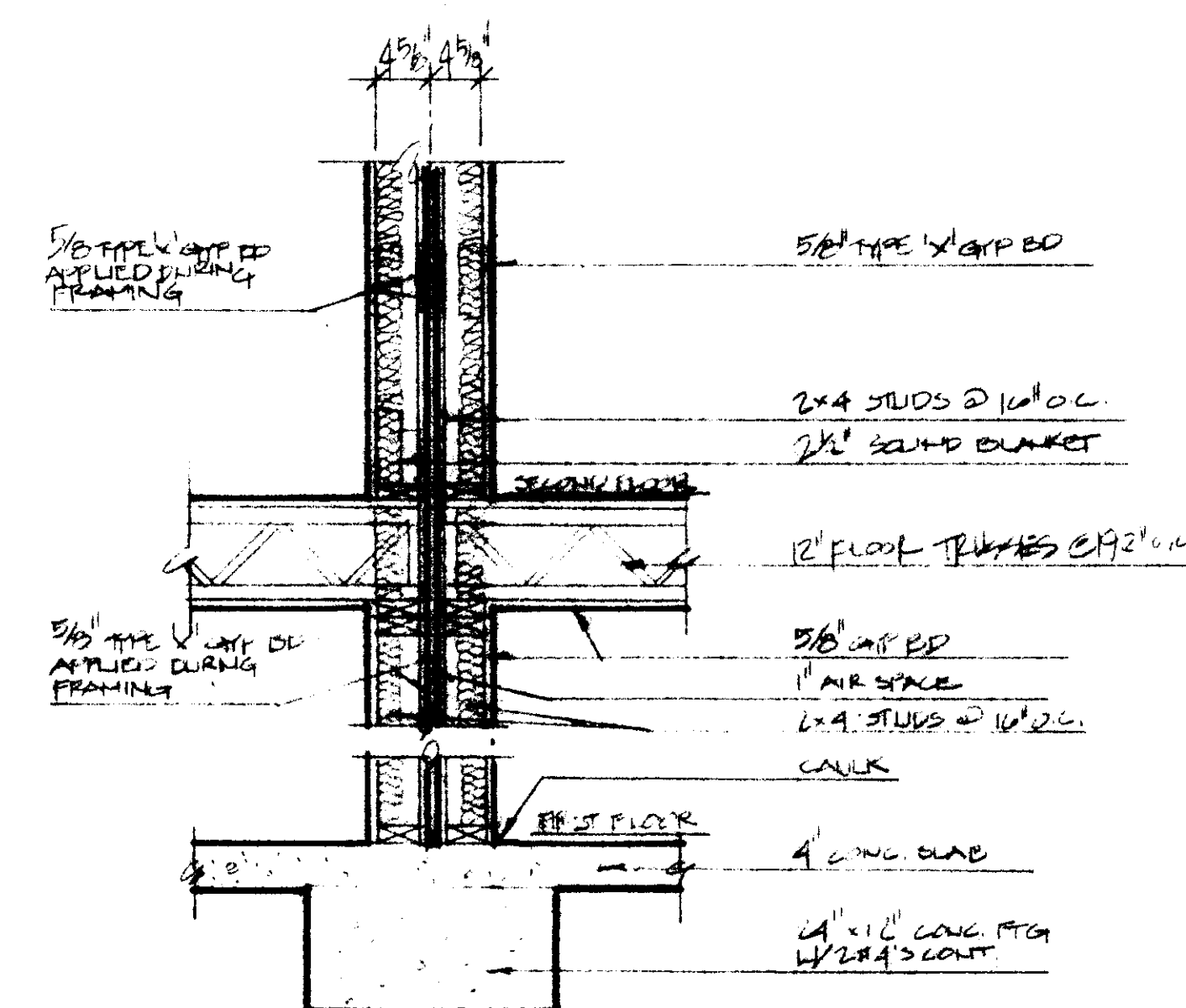
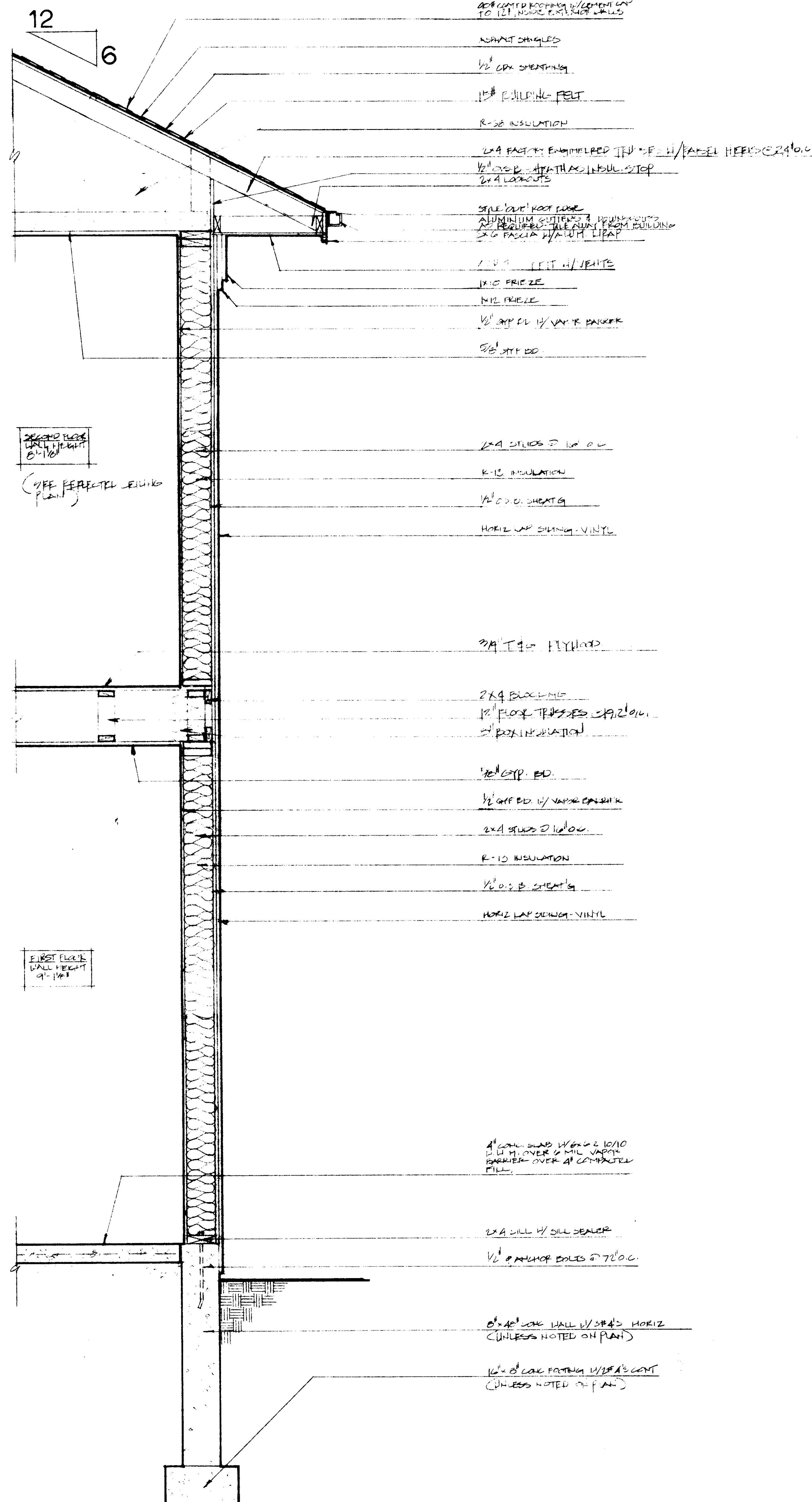
left elevation

1/4"=1'-0"



right elevation

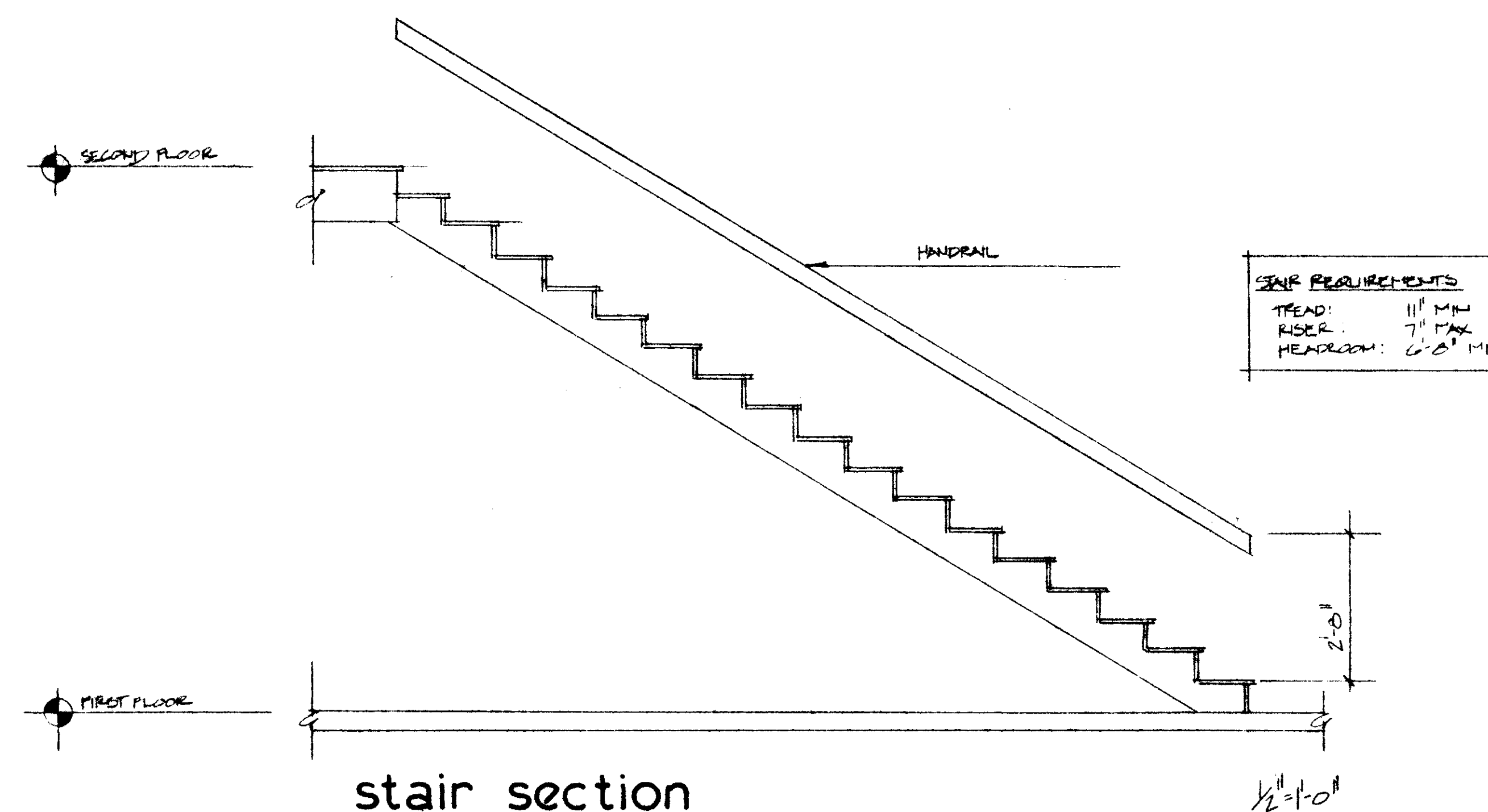
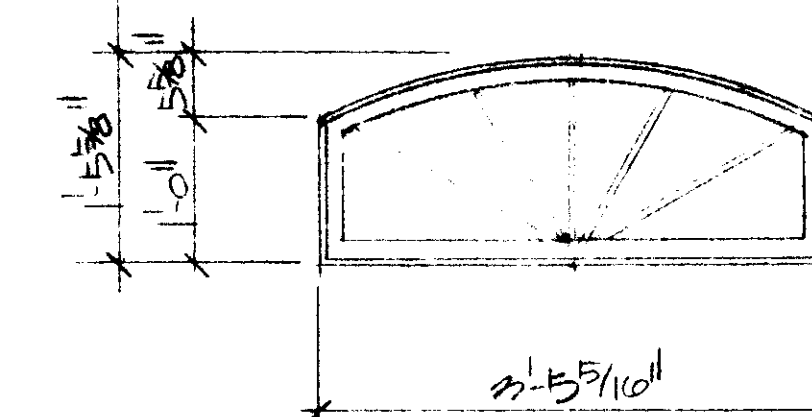
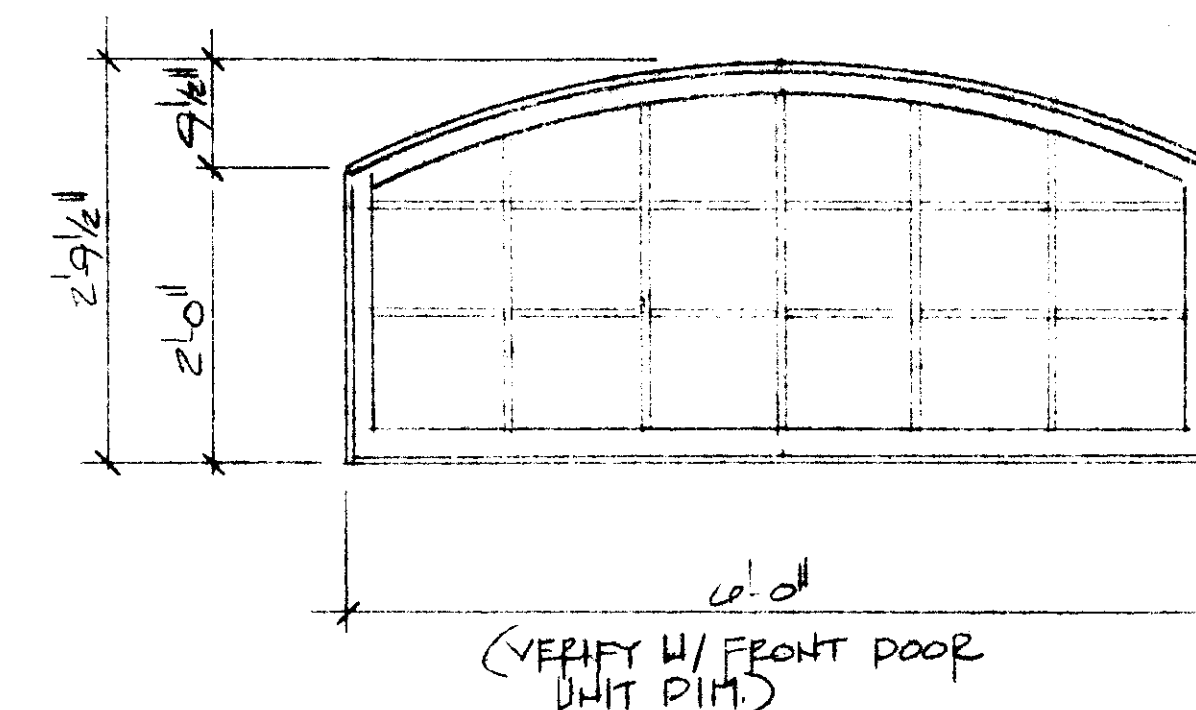
1/4"=1'-0"

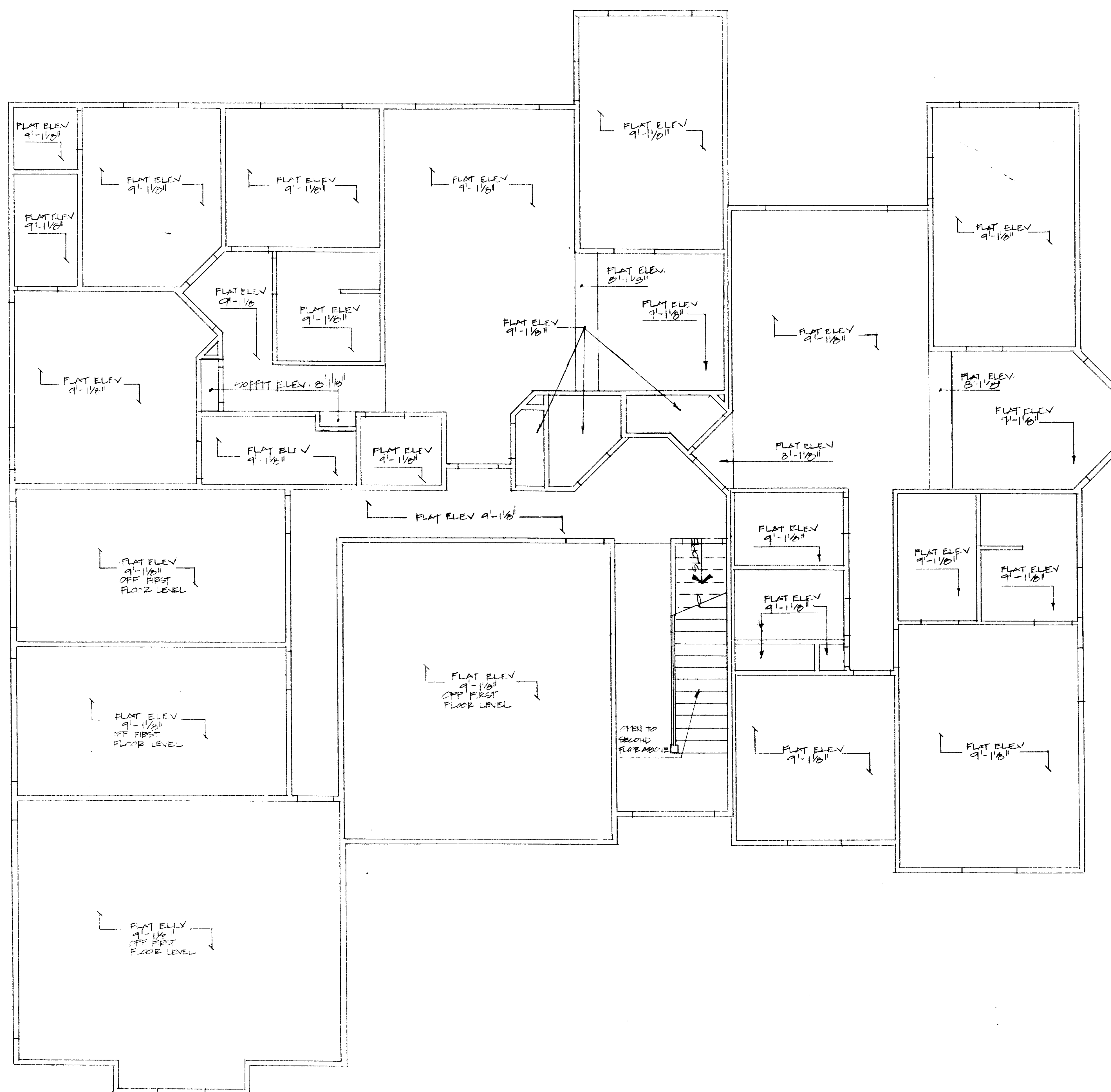


window schedule				
mark	mtg no	type	rough opening	remarks
(A)	3452	DOUBLE HUNG	3'-0" x 5'-5"	WENCO JK-7 SERIES
(B)	3052		3'-2" x 5'-3"	
(C)	3092		3'-2" x 3'-5"	
(D)	3052-2		6'-3 1/2" x 5'-5"	
(E)	3052-3		3'-5" x 5'-5"	
(F)	3052-4 WITH ARCH TOP ABOVE.	▼	3'-0" x 5'-5" LVL 1/2" ARCH TOP ABOVE	SEE DETAIL BELOW

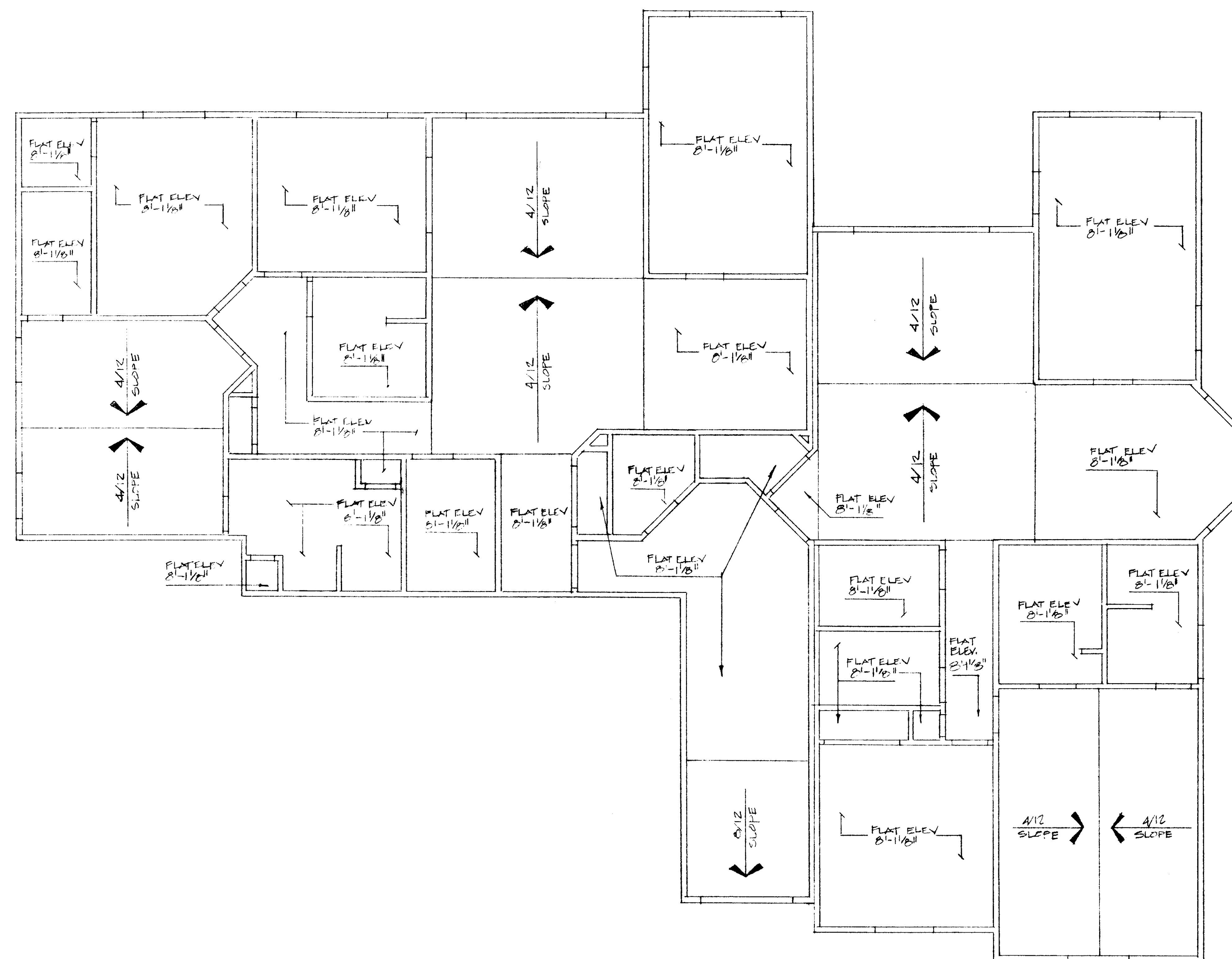
NOTE: USE TEMPERED GLASS AS REQUIRED BY CODE

- # notes
-
- ## framing notes:
1. Roof and floor trusses to be designed and certified by engineer. Locations in Store of Town for All Span and Load.
 2. Dimension roof framing and all beams 2' long. Fit or equal, wall studs to be stud grade S.P.F. or equal.
 3. All interior studs to be 2 x 4's @ 16" O.C. All exterior studs to be 2 x 4's @ 16" O.C. All garage studs to be 2 x 4's @ 16" O.C.
 4. All interior headers (2) 2 x 4's and all exterior headers (2) 3 x 12's minimum.
 5. Michael BM sizes to be verified by truss Manufacturer.
 6. Floor design based on 55 P.S.F. If different conditions are encountered, notify designer.
-
- ## foundation notes:
1. 2000 P.S.F. wall bearing pressure assumed for footing design. If different conditions are encountered, notify designer.
 2. Concrete option use 8" x 40" trench footing with 2 #4's in top and bottom in lieu of spread footing and wall @ garage and stoop.
 3. Do not place any footings on disturbed or unstable soil. Over excavate and extend footing depth.
 4. Concrete: 3,000 P.S.I. Footings and basement slab min. 3,000 P.S.I. walls and exterior slabs min.
 5. Basement wall reinforcing meshed upon clean, dry sand or gravel basefill. If heavier soil encountered, notify designer.
 6. All footings to be 42" below fin grade.

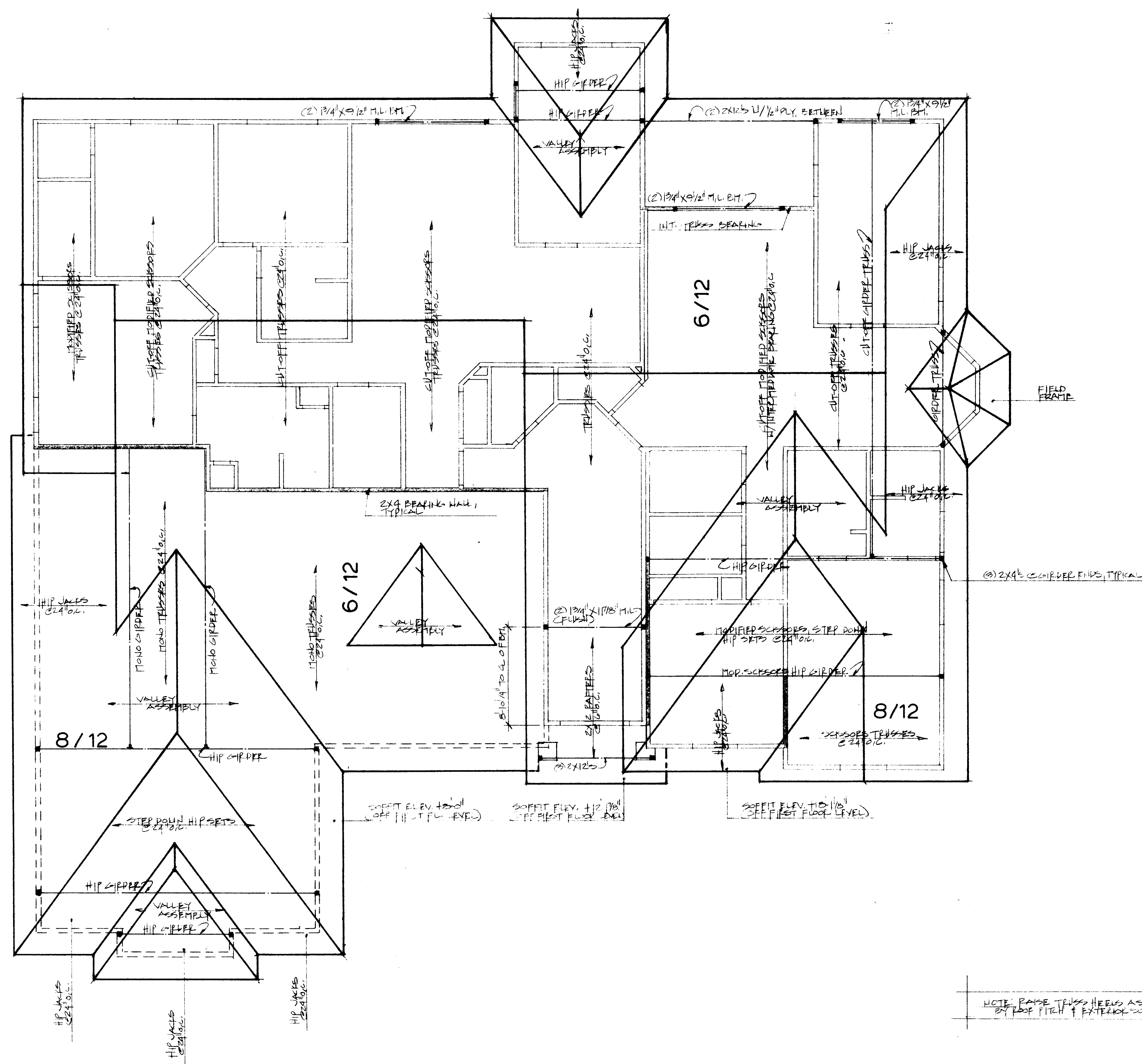




first floor reflected ceiling plan 1/4"=1'-0"

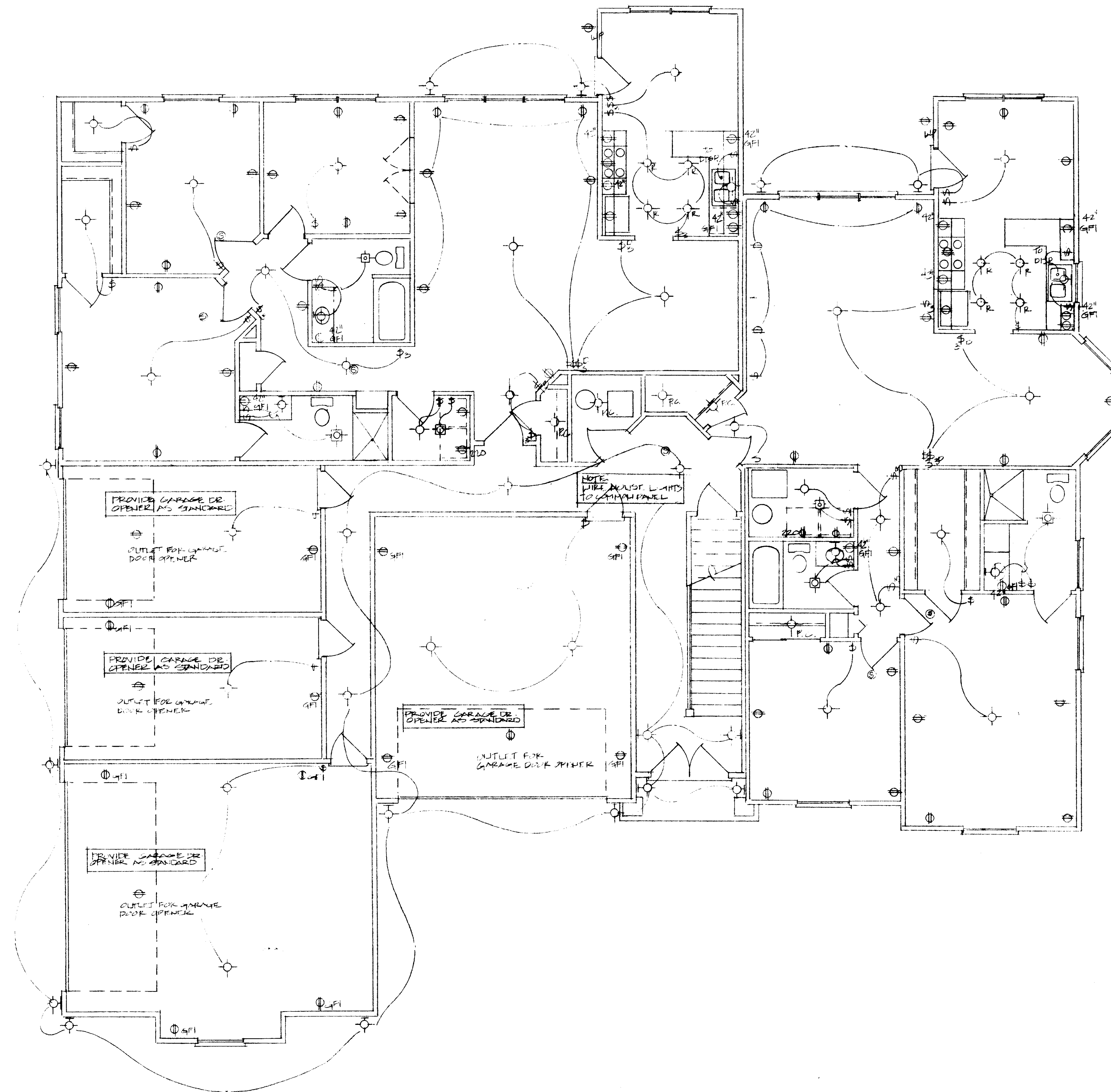


second floor reflected ceiling plan 1/4"=1'-0"



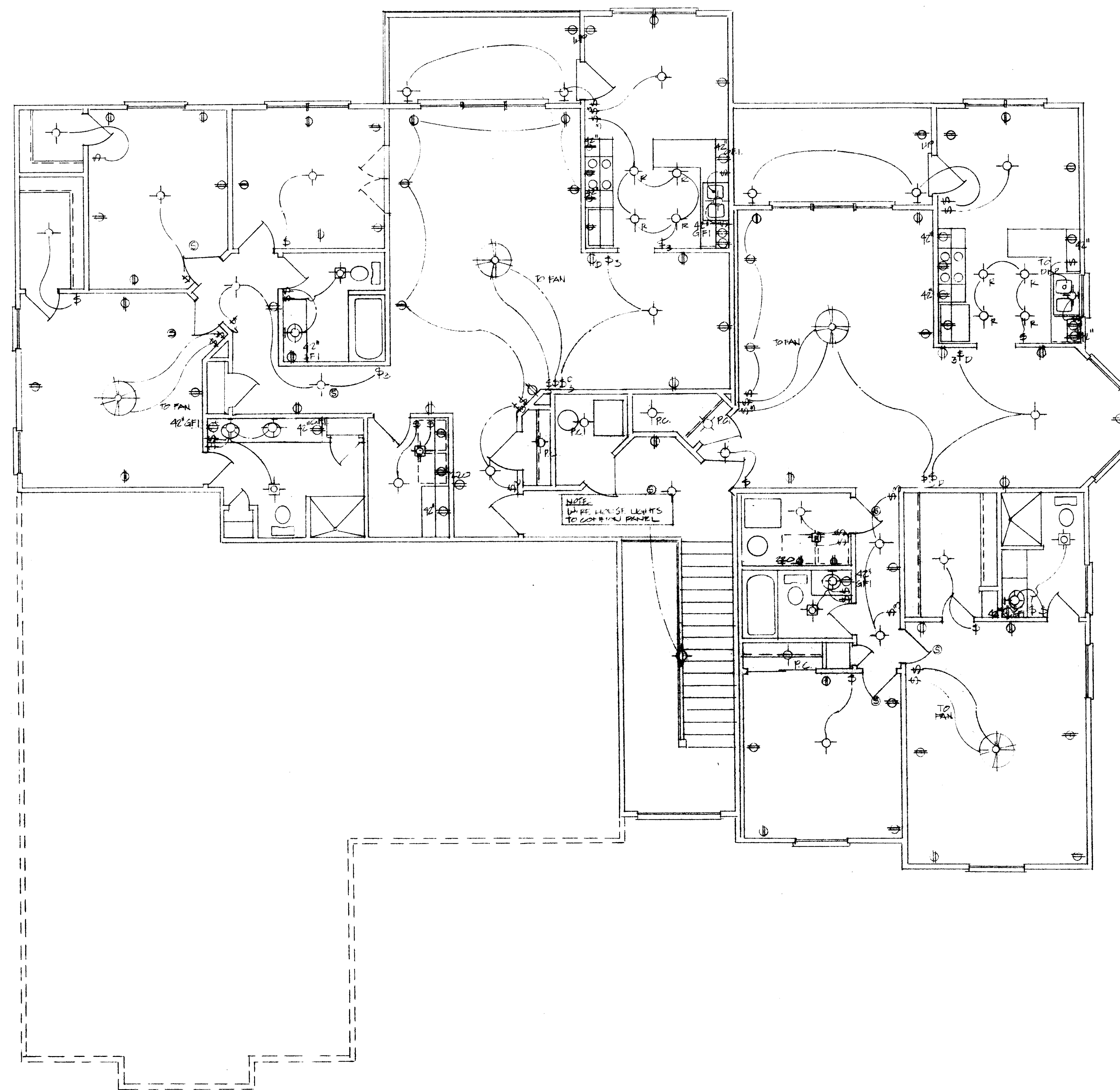
roof plan

$$1/A = 1.0$$



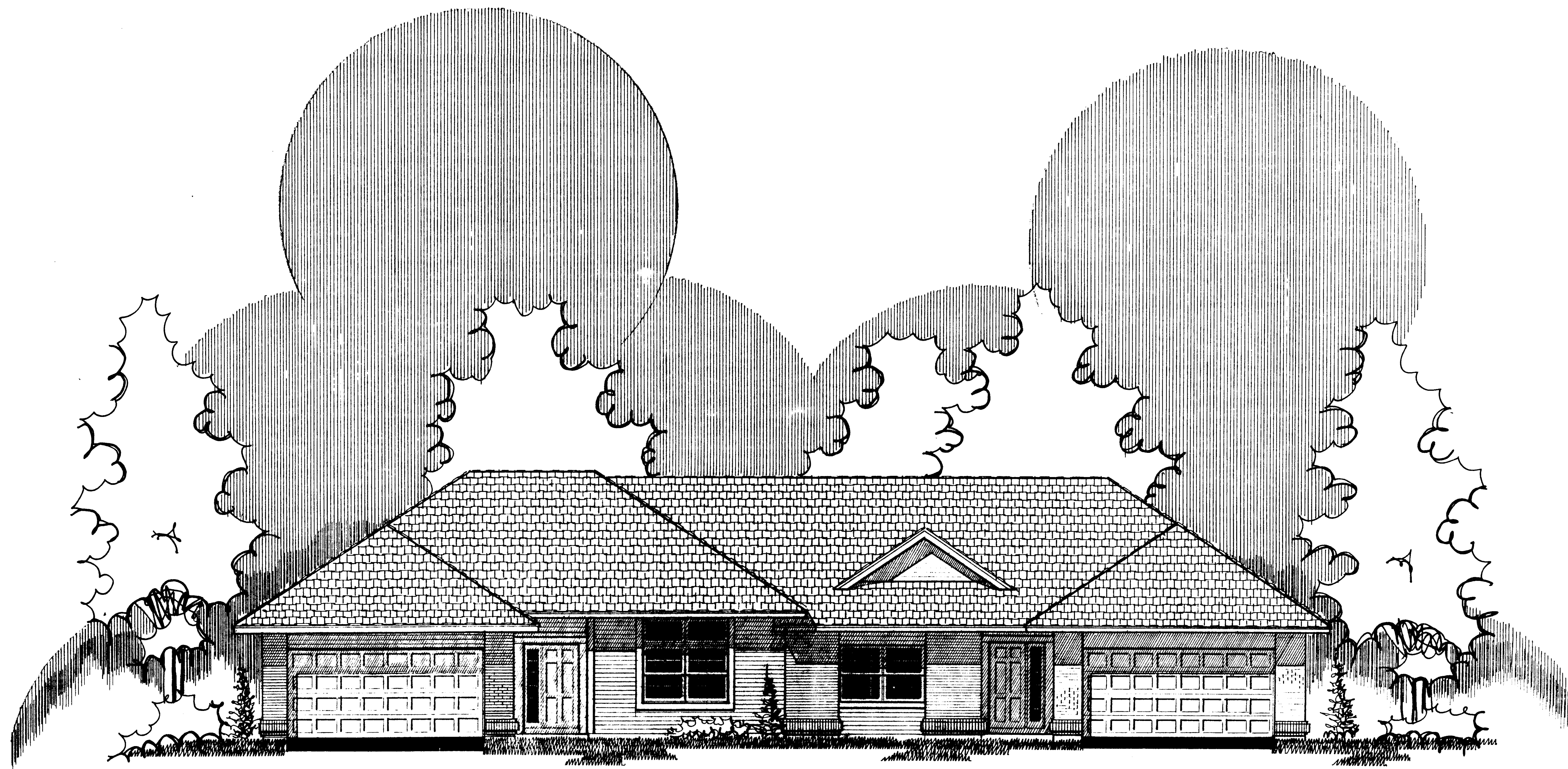
electrical symbols	
	CEILING MOUNT LIGHT
	RECESSED LIGHT
	WALL MOUNT LIGHT
	OUTLET
	220 VOLT OUTLET
	OUTLET 42" OFF FINISHED FLOOR
	GROUND FAULT INTER.
	WATERPROOF OUTLET
	FLOOR OUTLET
	SWITCH
	THREE-WAY SWITCH
	FOUR-WAY SWITCH
	EXHAUST FAN/LIGHT
	EXHAUST FAN
	SMOKE DETECTOR
	CEILING FAN W/ LIGHT

first floor electrical plan 1/4" = 1'-0"



second floor electrical plan

1/4"=1'-0"



• front elevation •

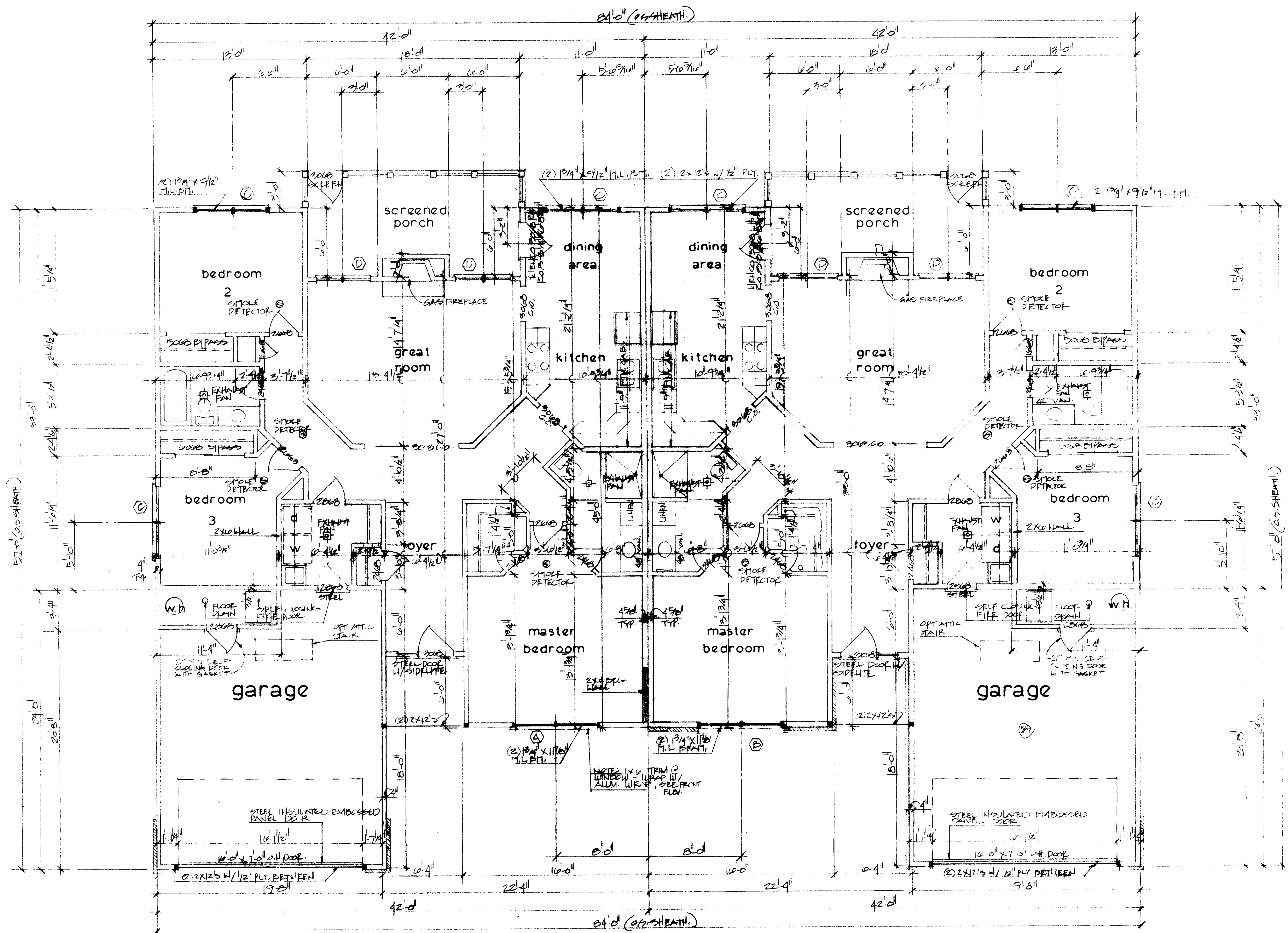
BRUGGEMAN
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Applewood Condominiums
Exhibit C to Declaration
Part 2

DEC 15 1995

REVISED: 11-17-95

DRAWER 36 Folder #4



first floor plan

1506sq ft. ea. unit

1/4" = 1'-0"

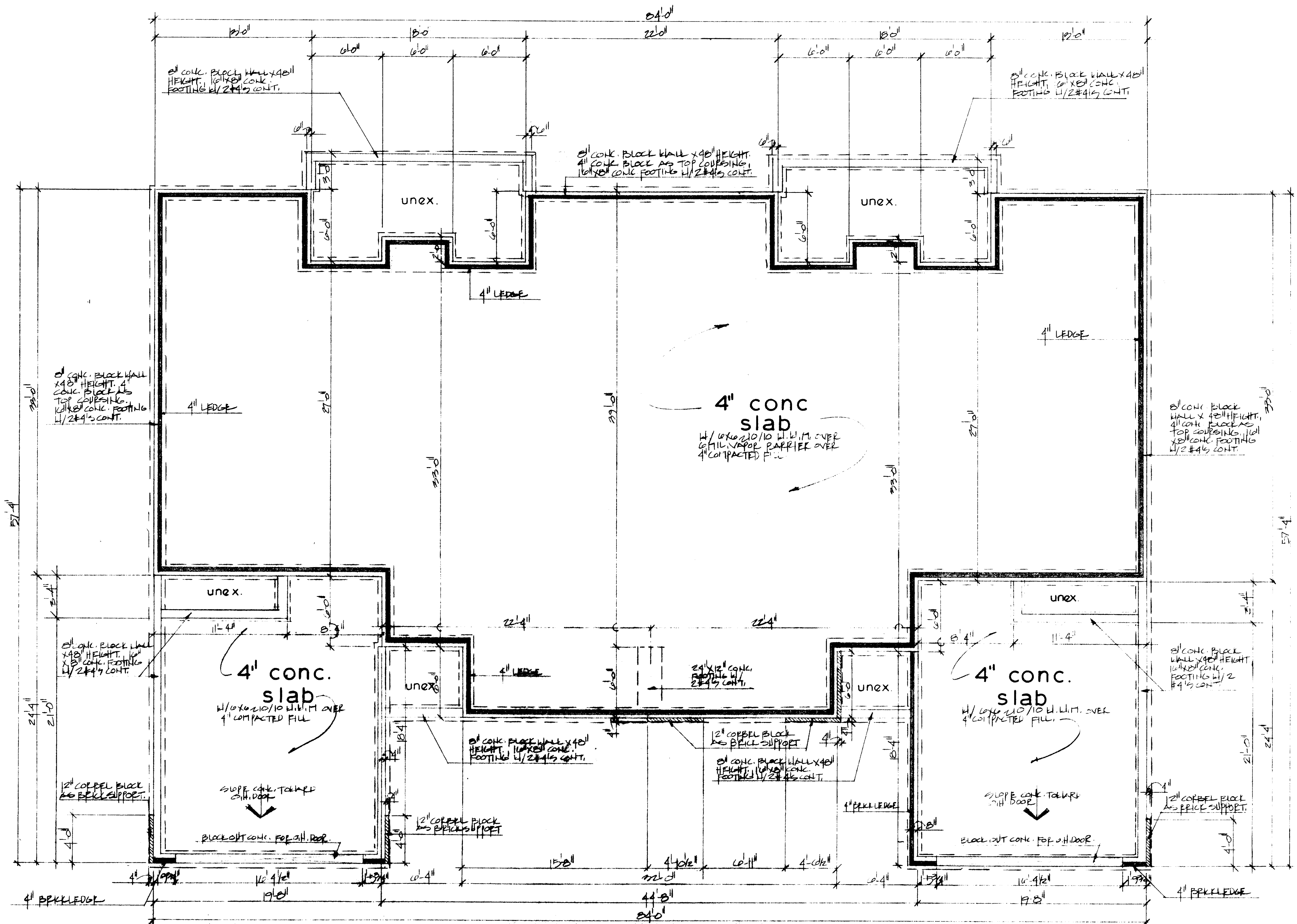
BRUGGEMAN

● Applewood Condominiums ● unit B-B

A-2

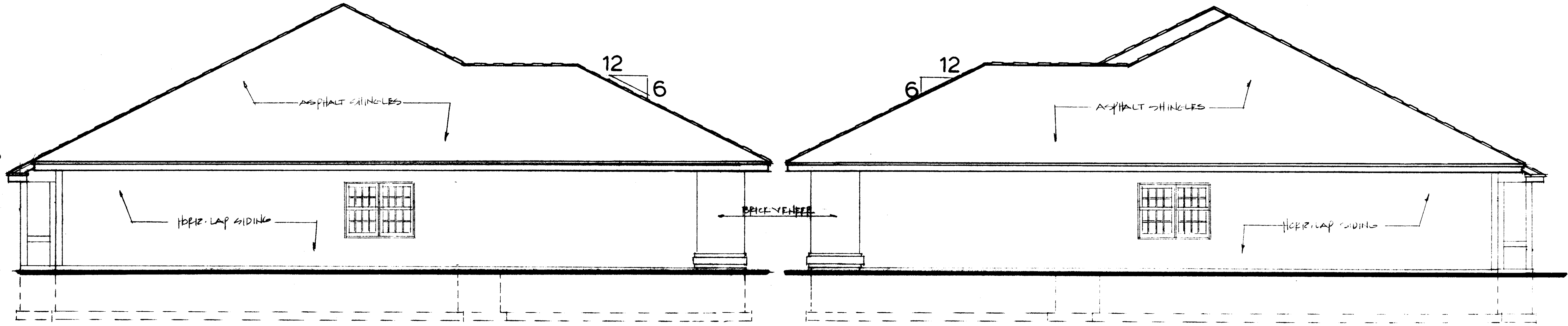
DEC 15 1985

REVISED 11-17-97



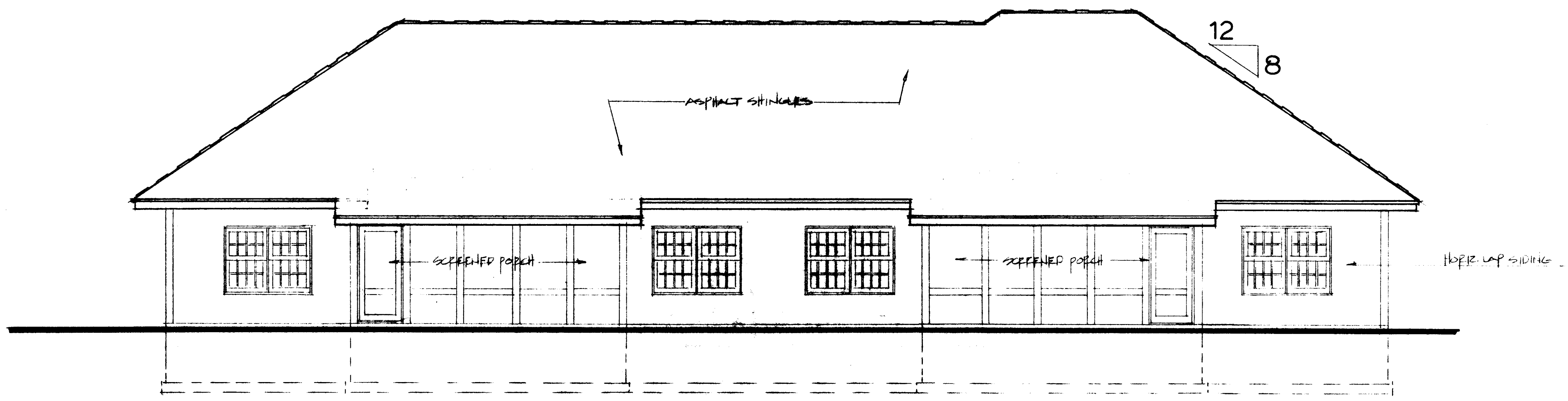
foundation plan

1/4"=1'-0"

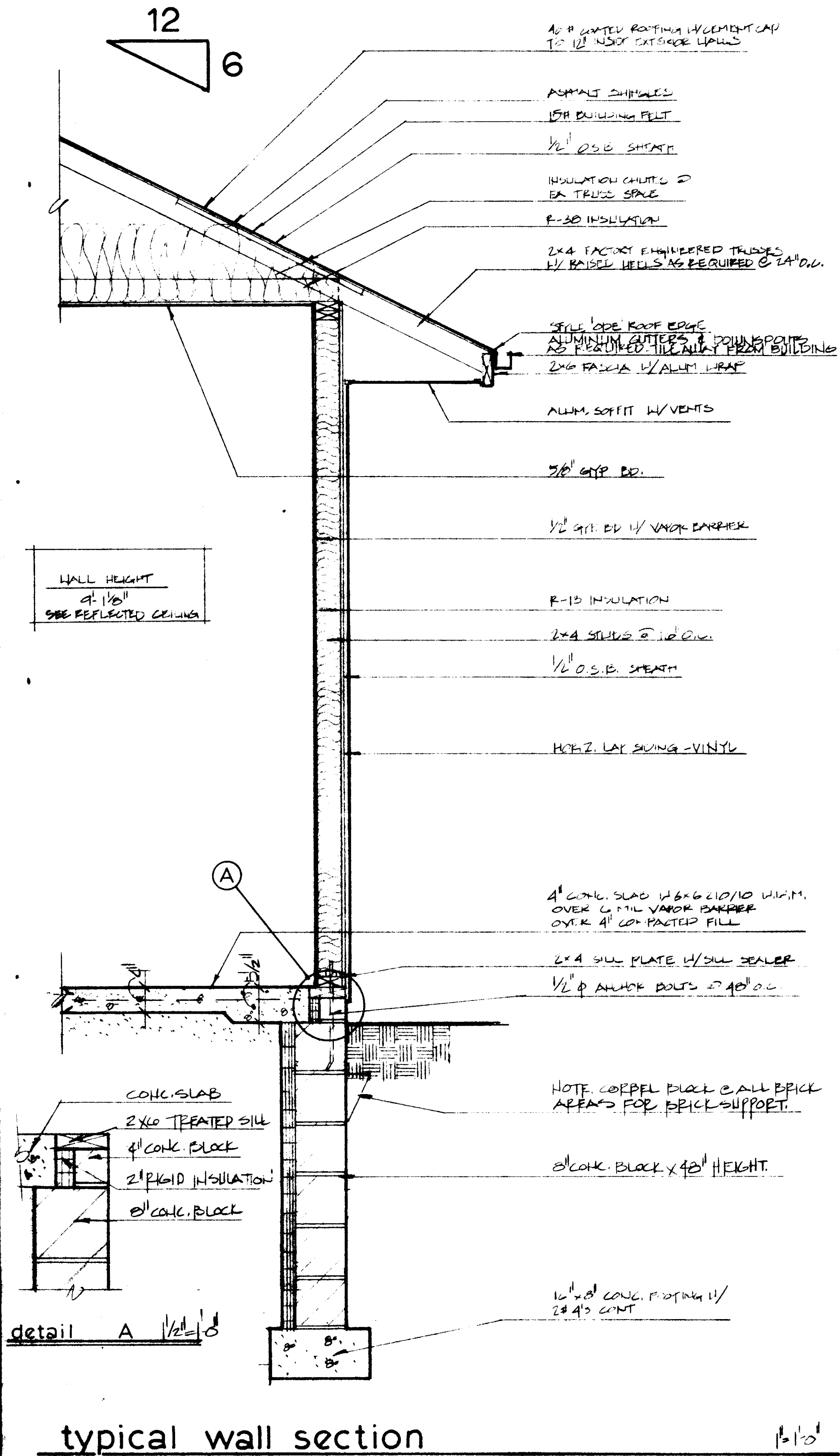


left elevation 1/4"=1'-0"

right elevation 1/4"=1'-0"



rear elevation 1/4"=1'-0"



notes

framing notes:

1. Roof and floor trusses to be designed and certified by engineer licensed in State of Iowa for all dead and live loads.

2. Dimension roof framing and all beams #2 Doug Fir or equal, wall studs to be stud grade S.P.F. or equal.

3. All interior studs to be 2 x 4's @ 16" O.C. All exterior studs to be 2 x 4's @ 16" O.C. All garage studs to be 2 x 4's @ 16" O.C.

4. All interior headers (2) 2 x 4's and all exterior headers (2) 2 x 12's unless noted.

5. Microlam BM sizes to be verified by truss manufacturer.

6. Floor design based on 55 P.S.F. If different conditions are encountered, notify designer.

foundation notes:

1. 2000 P.S.F. soil bearing pressure assumed for footing design. If different conditions are encountered, notify designer.

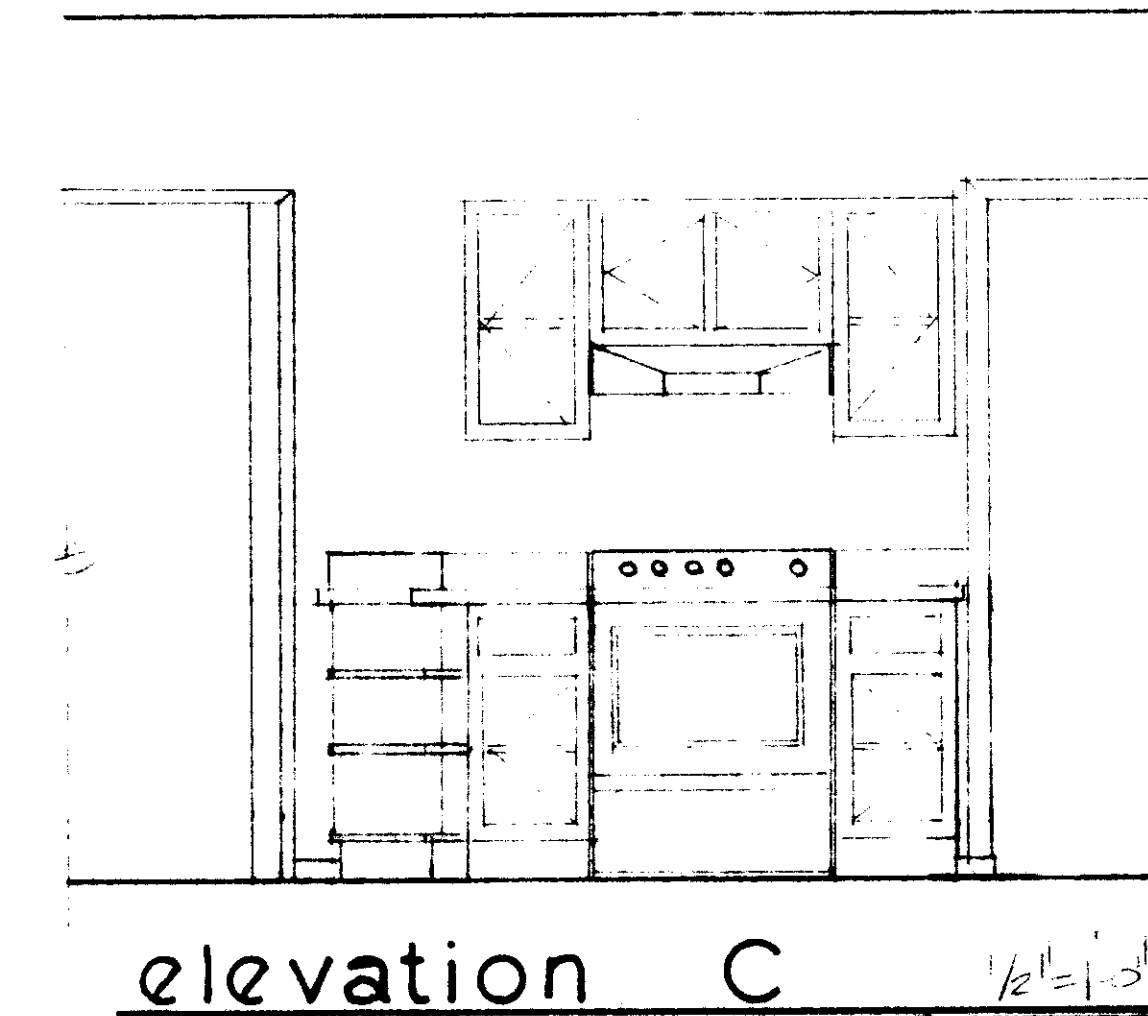
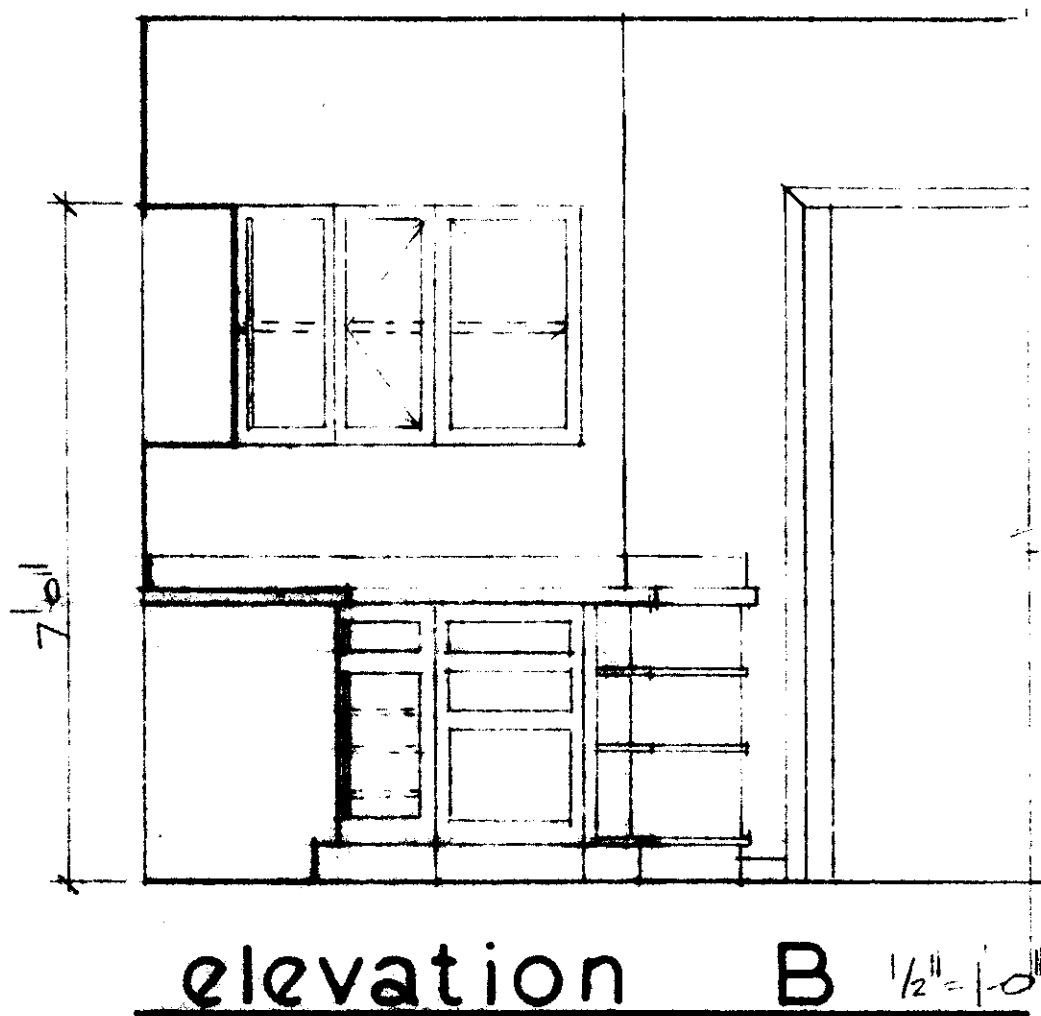
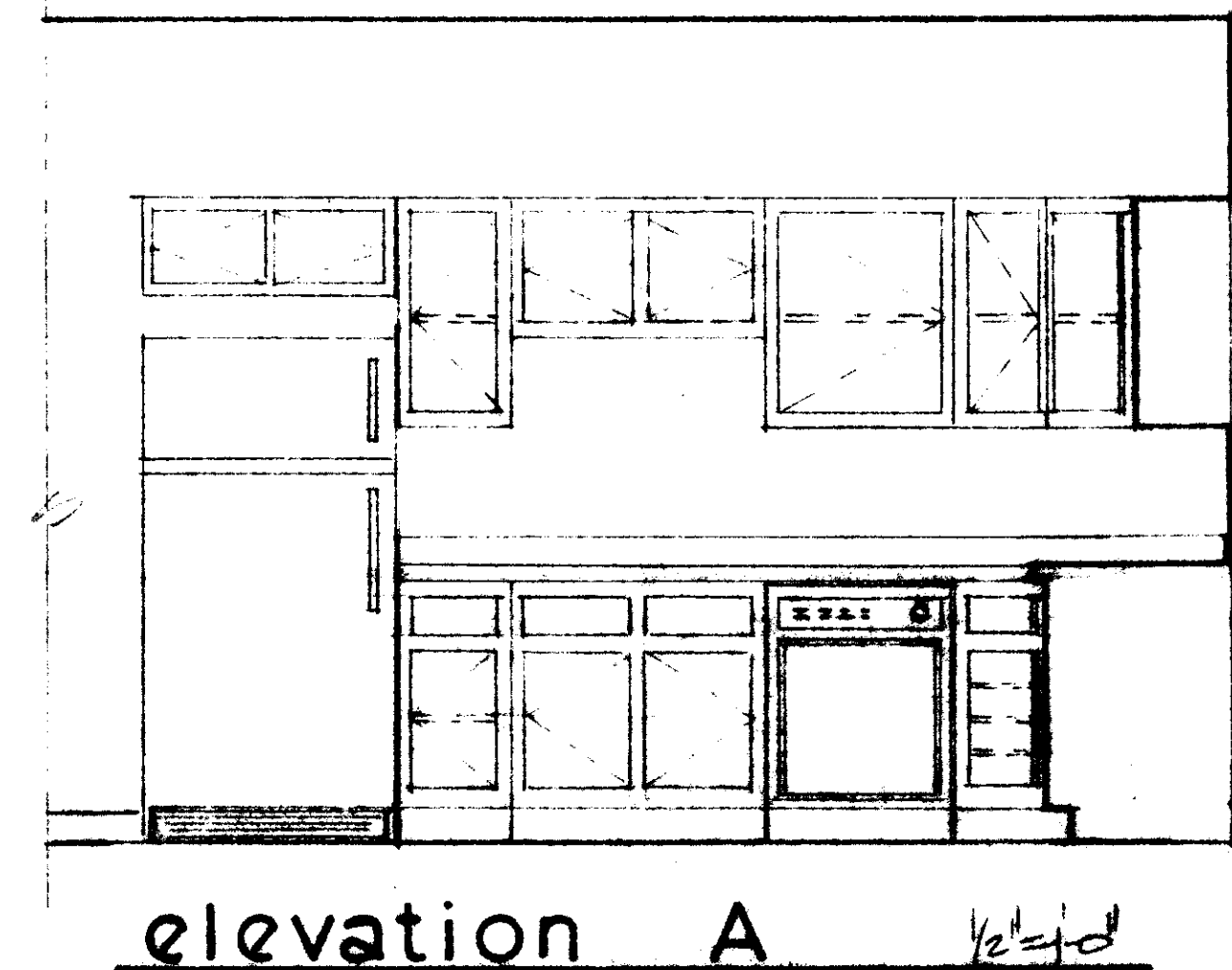
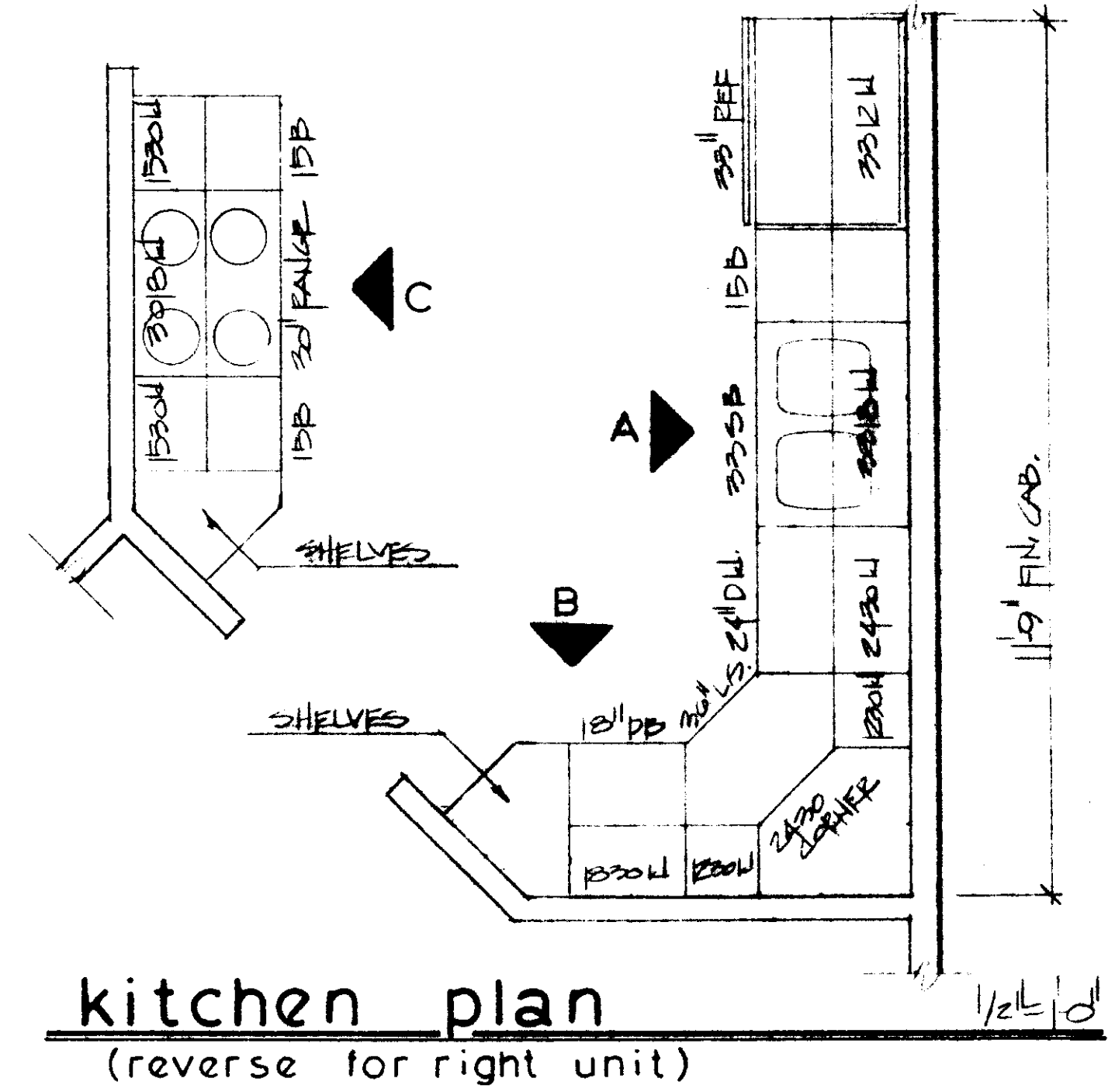
2. Contractors option to use 8" x 48" trench footing with 2 #4's in top and bottom in lieu of spread footing and wall @ garage and stoop.

4. Do not place any footings on disturbed or unstable soil. Over excavate and extend footing depth.

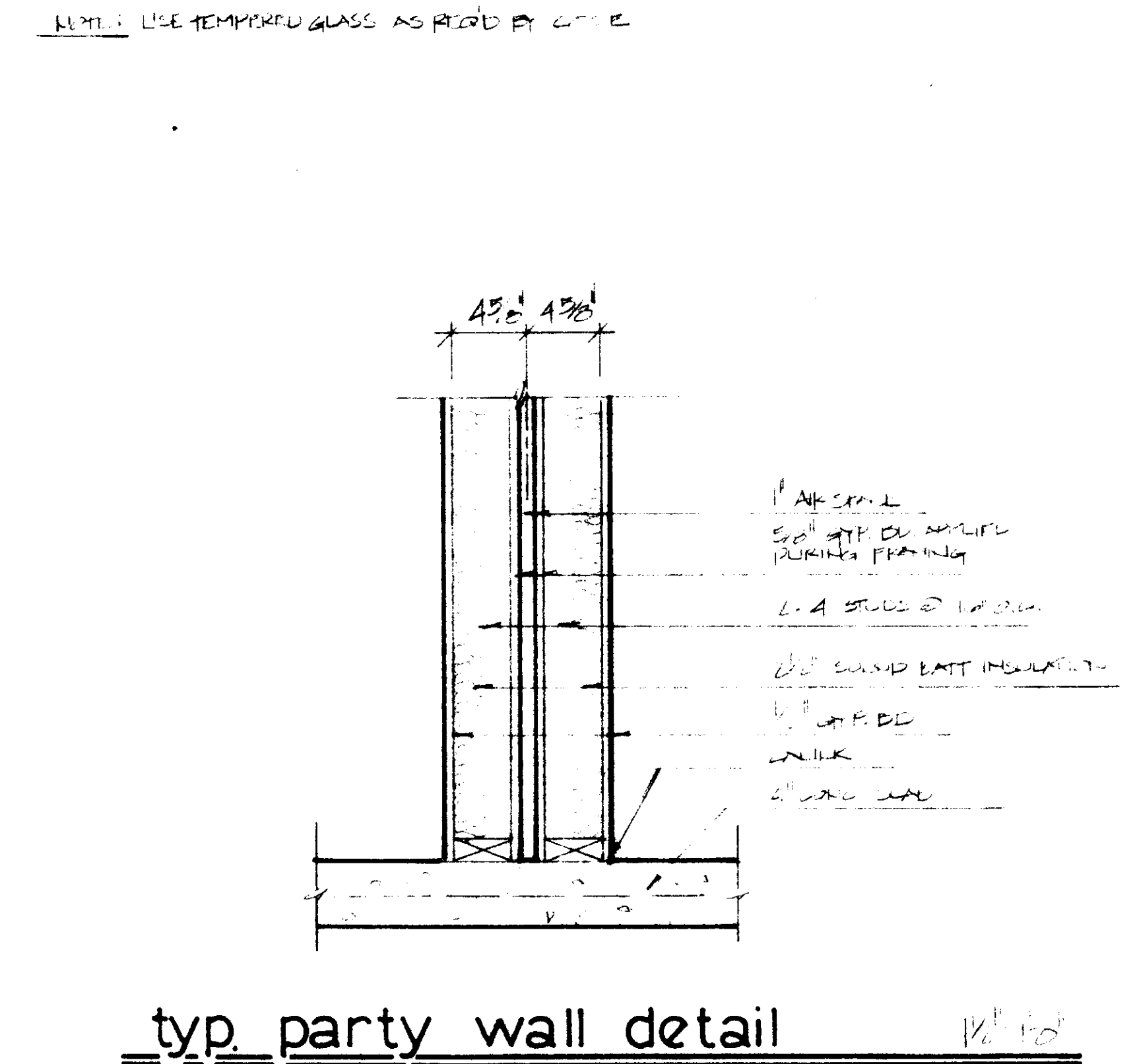
6. Concrete: 3,000 P.S.I. footings and basement slab min. 3,000 P.S.I. walls and exterior slabs min.

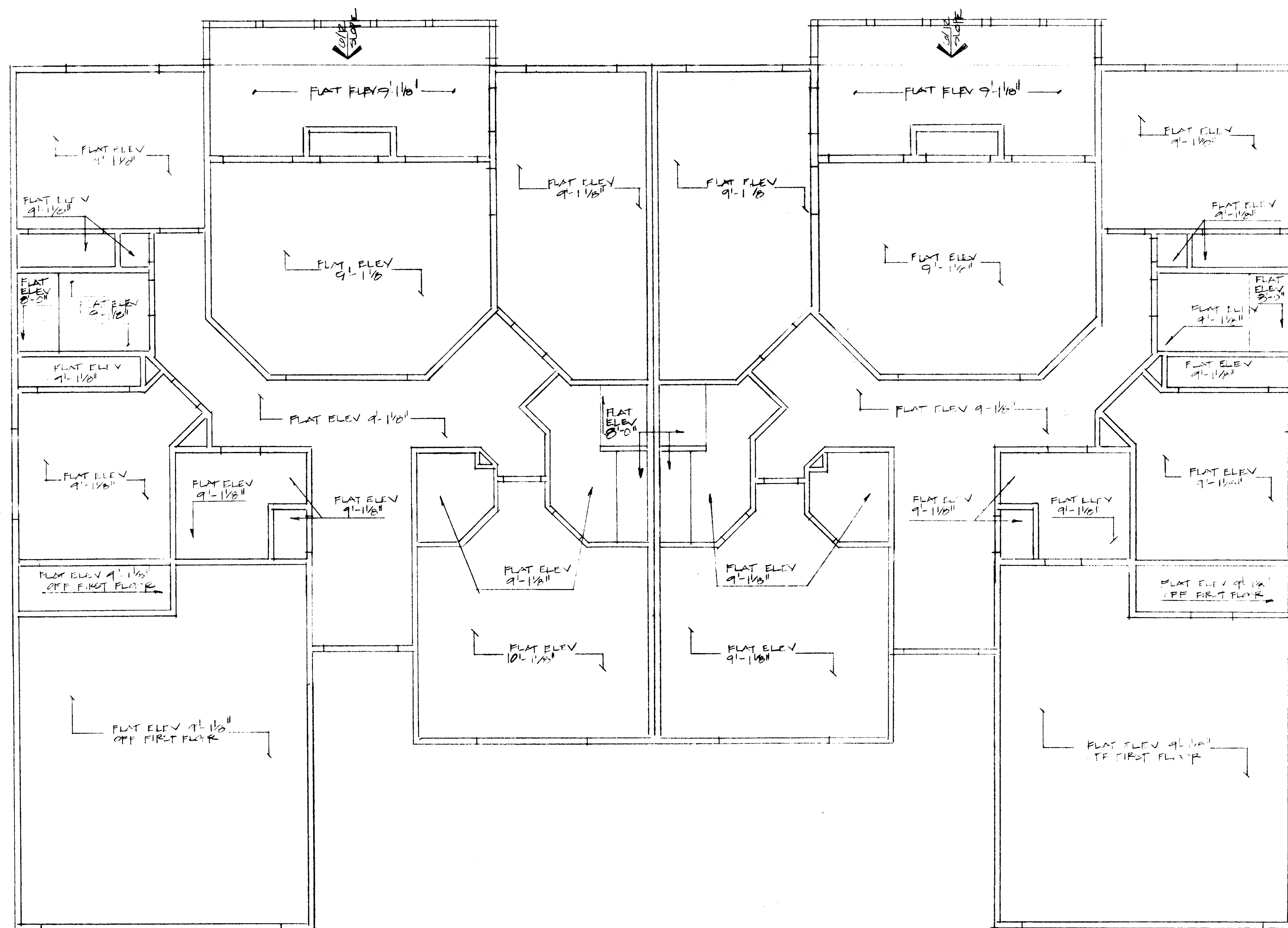
7. Basement wall reinforcing based upon clean, dry sand or gravel backfill. If heavier soil encountered, notify designer.

8. All footings to be 42" below fin grade.

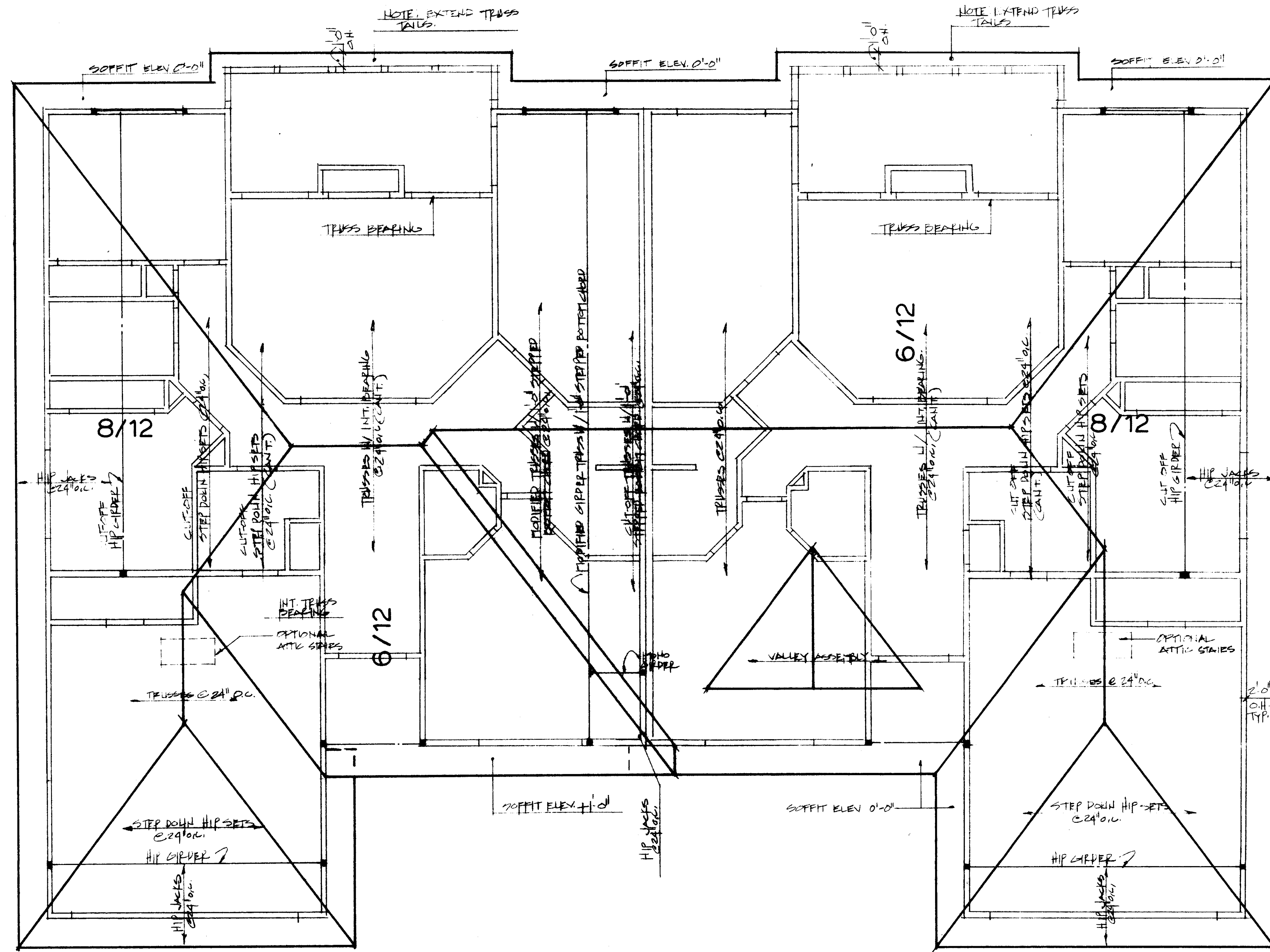


window schedule				
mark	mfg no.	type	rough opening	remarks
(A)	2440-2 11/2	DOUBLE HUNG	4' 11/2" X 9' 11"	WENCO X-7 FILLED
(B)	2440-2		4' 11/2" X 9' 11"	
(C)	2040-2		4' 11/2" X 9' 11"	
(D)	2452-2		4' 11/2" X 9' 11"	
(E)				
(F)				
(G)				
(H)				
(I)				
(J)				
(K)				
(L)				
(M)				
(N)				
(O)				
(P)				
(Q)				
(R)				
(S)				
(T)				
(U)				
(V)				
(W)				
(X)				
(Y)				
(Z)				





reflected ceiling plan 1/4"=1'-0"



roof plan

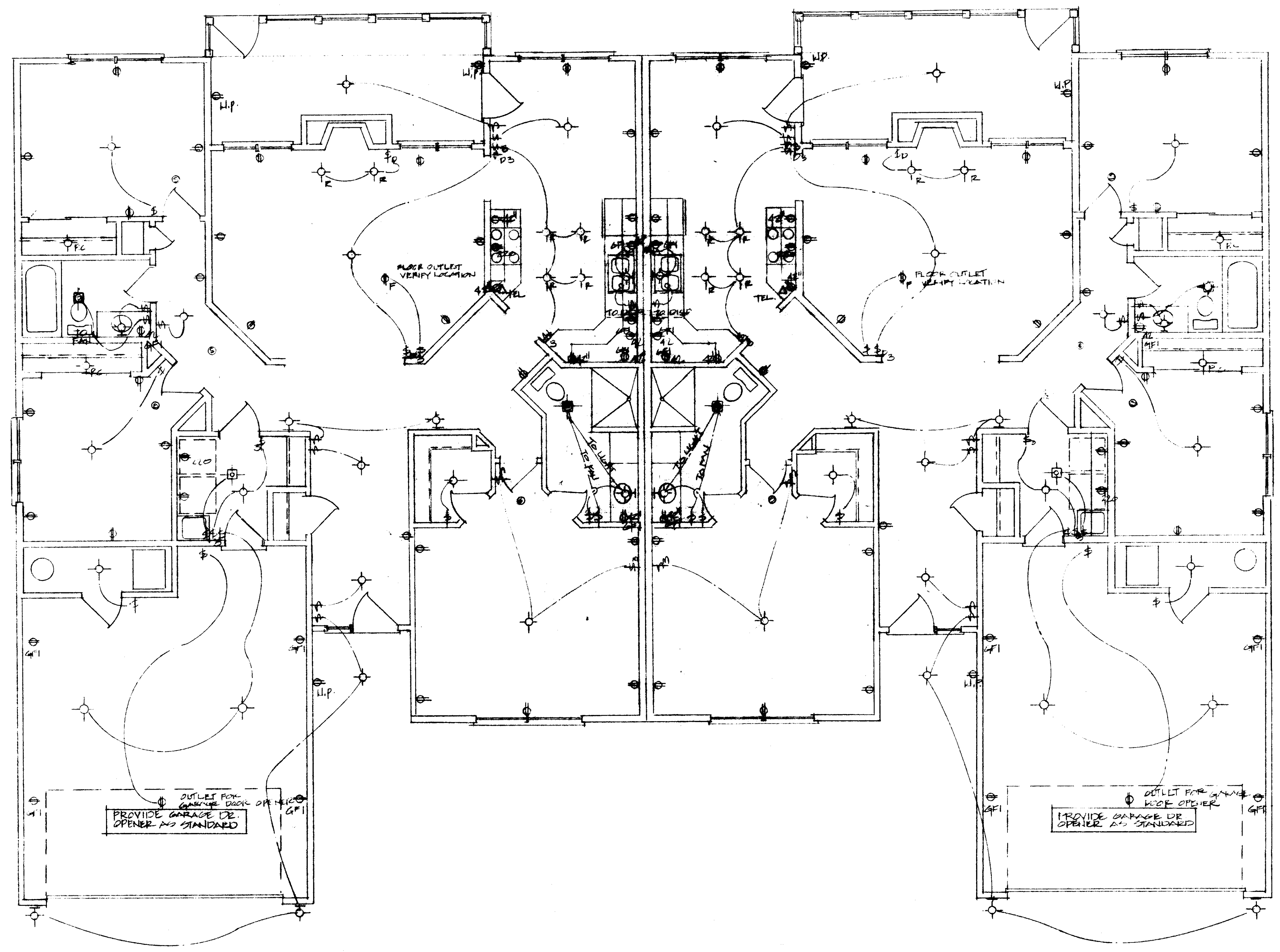
BRUGGEMAN

● Applewood Condominiums ● unit B-B

A-7
DEC 15 1995

REVISION 11/79

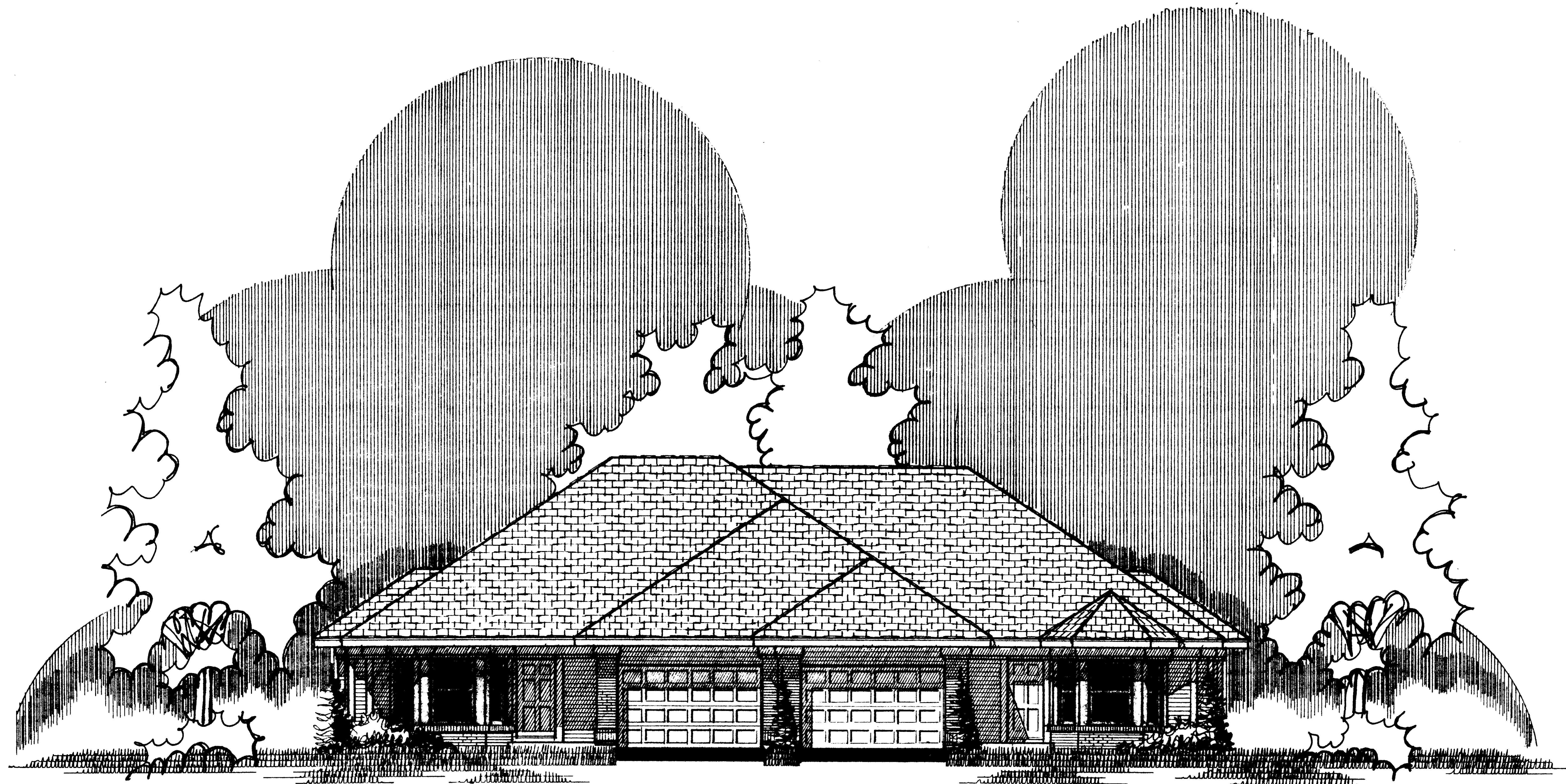
electrical symbols	
	CEILING MOUNT LIGHT
	RECESSED LIGHT
	WALL MOUNT LIGHT
	OUTLET
	220 VOLT OUTLET
	OUTLET (42" OFF FINISHED FLOOR)
	GROUND FAULT INTERRUPT
	WATERPROOF OUTLET
	FLOOR OUTLET
	SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	EXHAUST FAN/ LIGHT
	EXHAUST FAN
	SMOKE DETECTOR



first floor electrical plan 1/4/91

See Declaration BK 2070 Pg 136
4-23-96

Applewood 268 Duplex "A"



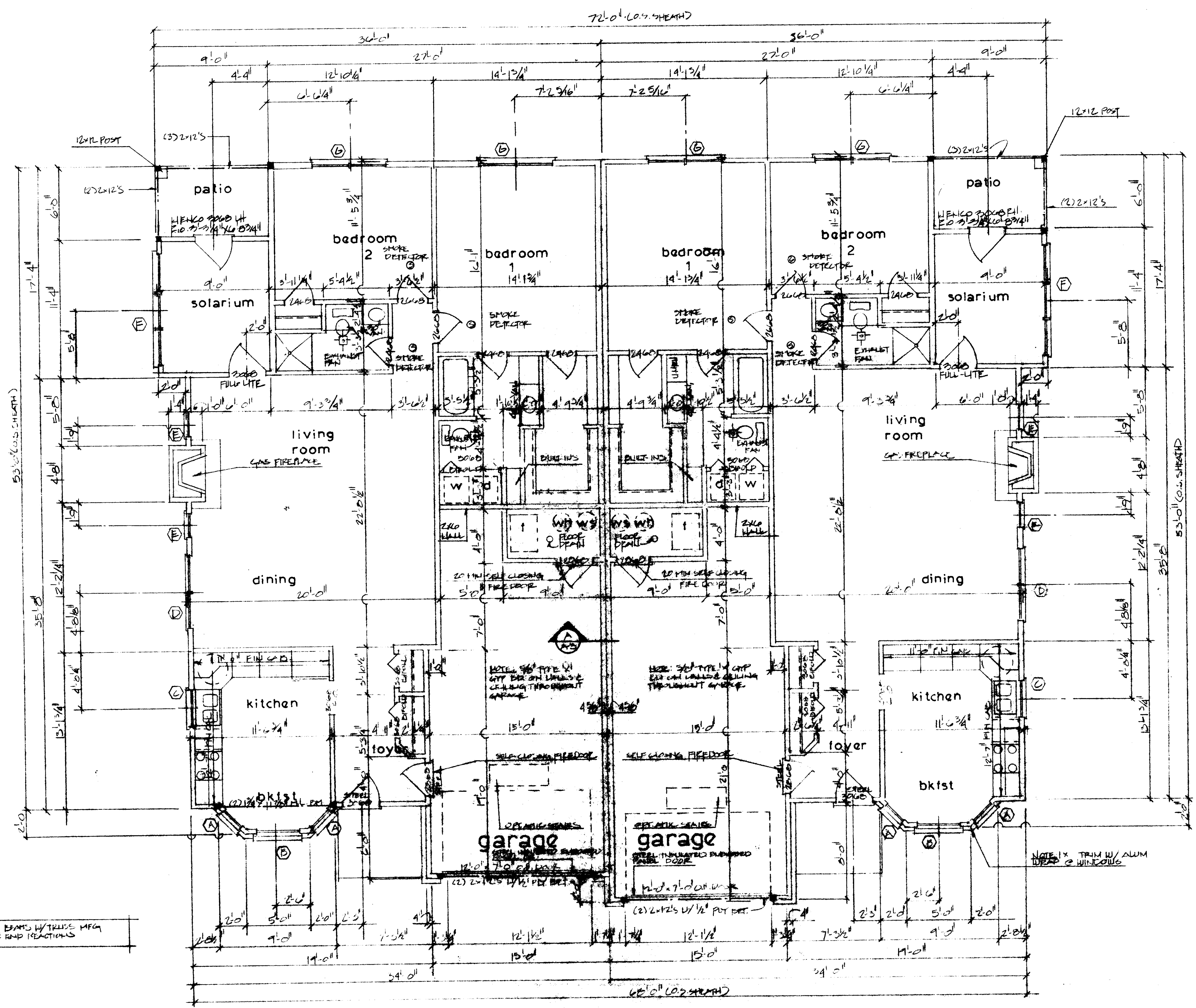
• front elevation •

BRUGGEMAN
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APPLEWOOD CONDOMINIUMS
EXHIBIT C TO DECLARATION
PART 1

DEC 14 1995

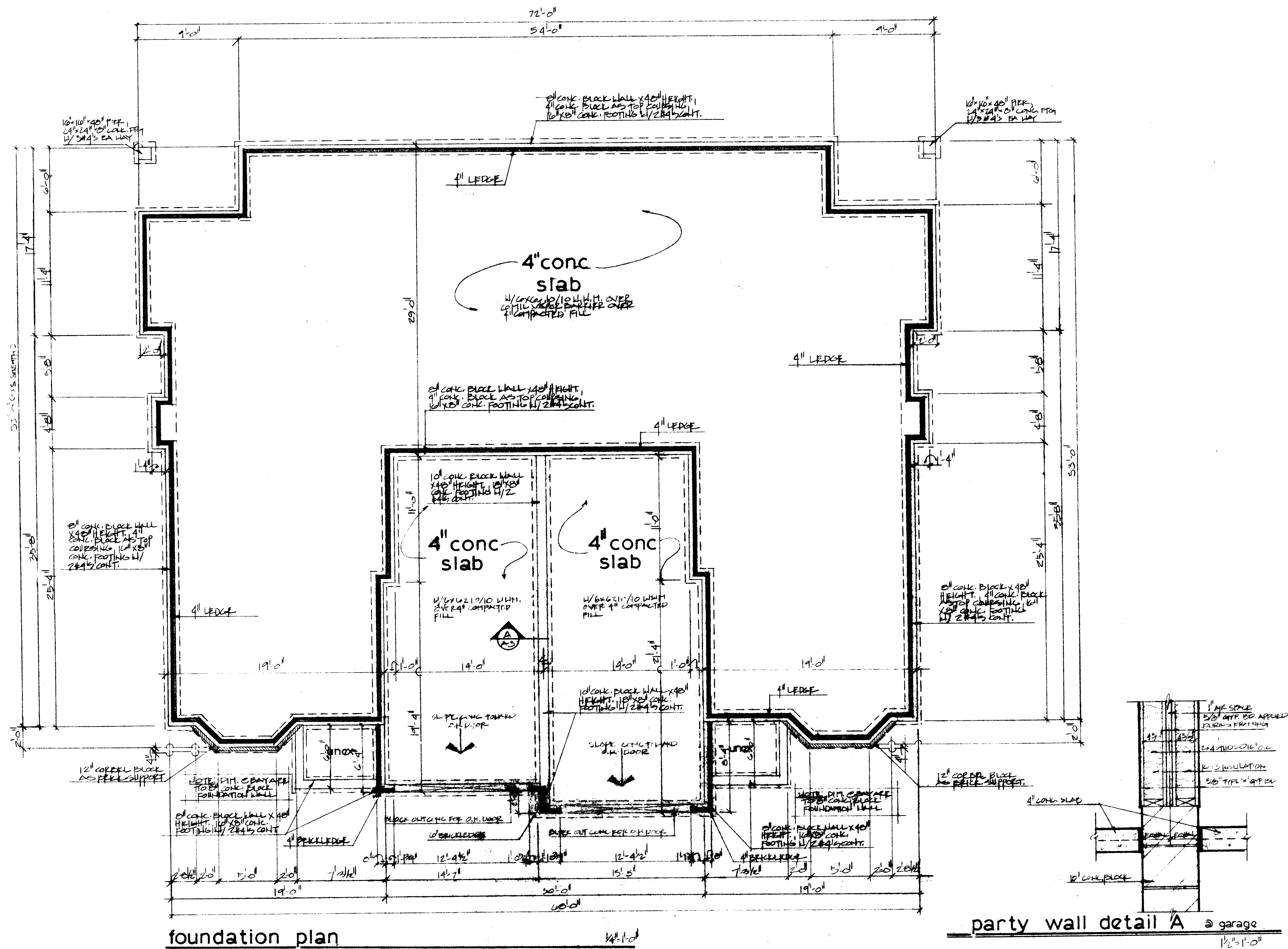
REVISED 11/7/95

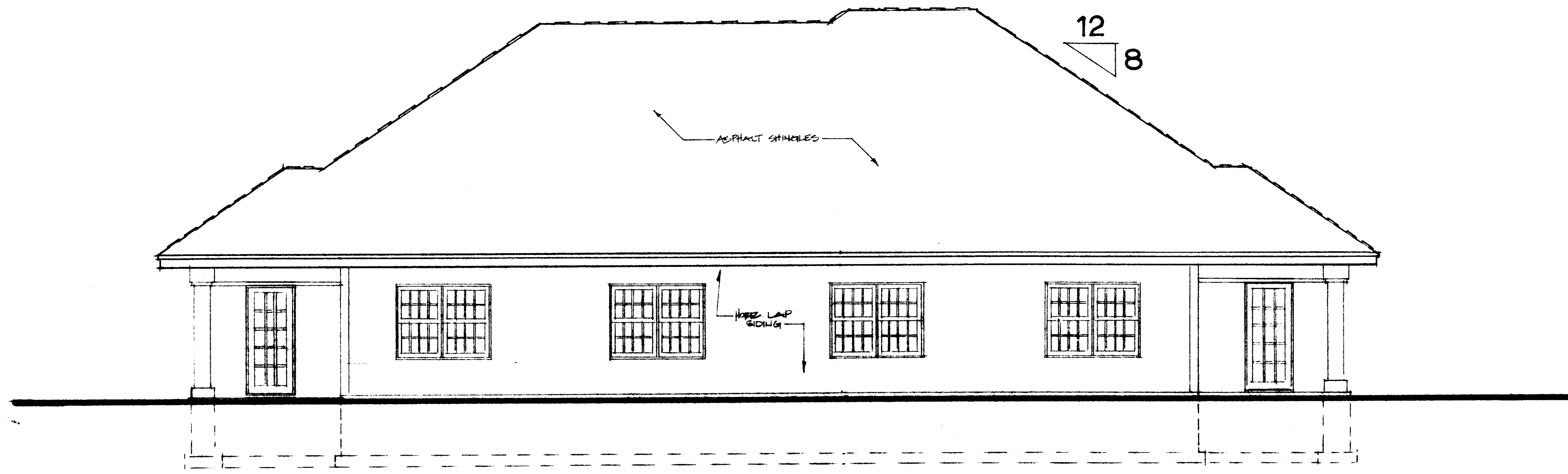


NOTE: VERIFY BEAMS W/ TRUSSES MFG FOR GIRDER END REACTIONS

first floor plan

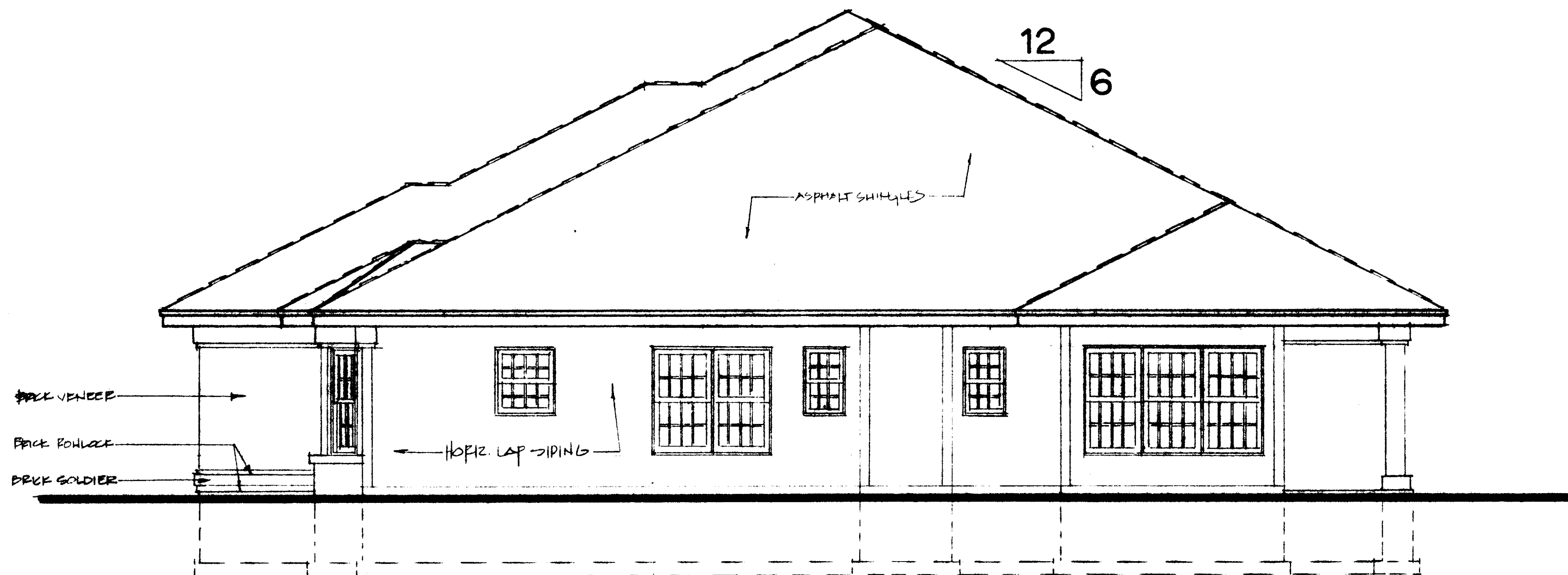
1/4"=1'-0"
1457 SQ. FT. EACH UNIT





rear elevation

1/4" = 1'-0"



right elevation

1/4" = 1'-0"

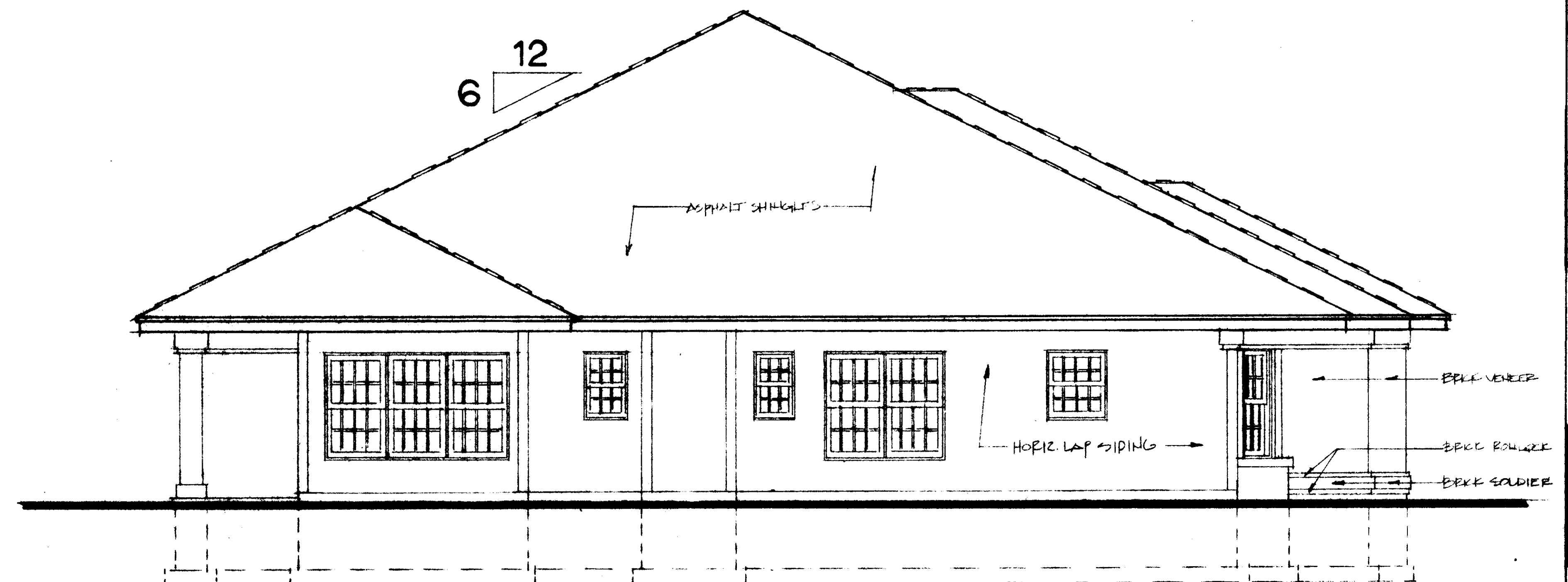
notes

framing notes:

1. Roof and floor trusses to be designed and certified by engineer licensed in State of Iowa for all dead and live loads.
2. Dimension roof framing and all beams #2 Doug Fir or equal, wall studs to be stud grade S.P.F. or equal.
3. All interior studs to be 2 x 4's @ 16" O.C. All exterior studs to be 2 x 6's @ 16" O.C. All garage studs to be 2 x 4's @ 16" O.C.
4. All interior headers (2) 2 x 4's and all exterior headers (2) 2 x 12's unless noted.
5. Microlam WM studs to be verified by truss manufacturer.
6. Floor design based on 55 P.S.F. If different conditions are encountered, notify designer.

foundation notes:

1. 2000 P.S.F. soil bearing pressure assumed for footing design. If different conditions are encountered, notify designer.
2. Contractors option to use 8" x 48" trench footing with 2 #4's in top and bottom in lieu of spread footing and wall 6 gauges and stoop.
3. Do not backfill basement walls until first floor is in place.
4. Do not place any footings on disturbed or unstable soil. Over excavate and extend footing depth.
5. Locate foundation tile sump pit as directed by owner.
6. Concrete: 3,000 P.S.I. footings and basement slab min. 3,000 P.S.I. walls and exterior slabs min.
7. Basement wall reinforcing based upon clean, dry sand or gravel backfill. If heavier soil encountered, notify designer.
8. All footings to be 42" below fin grade.



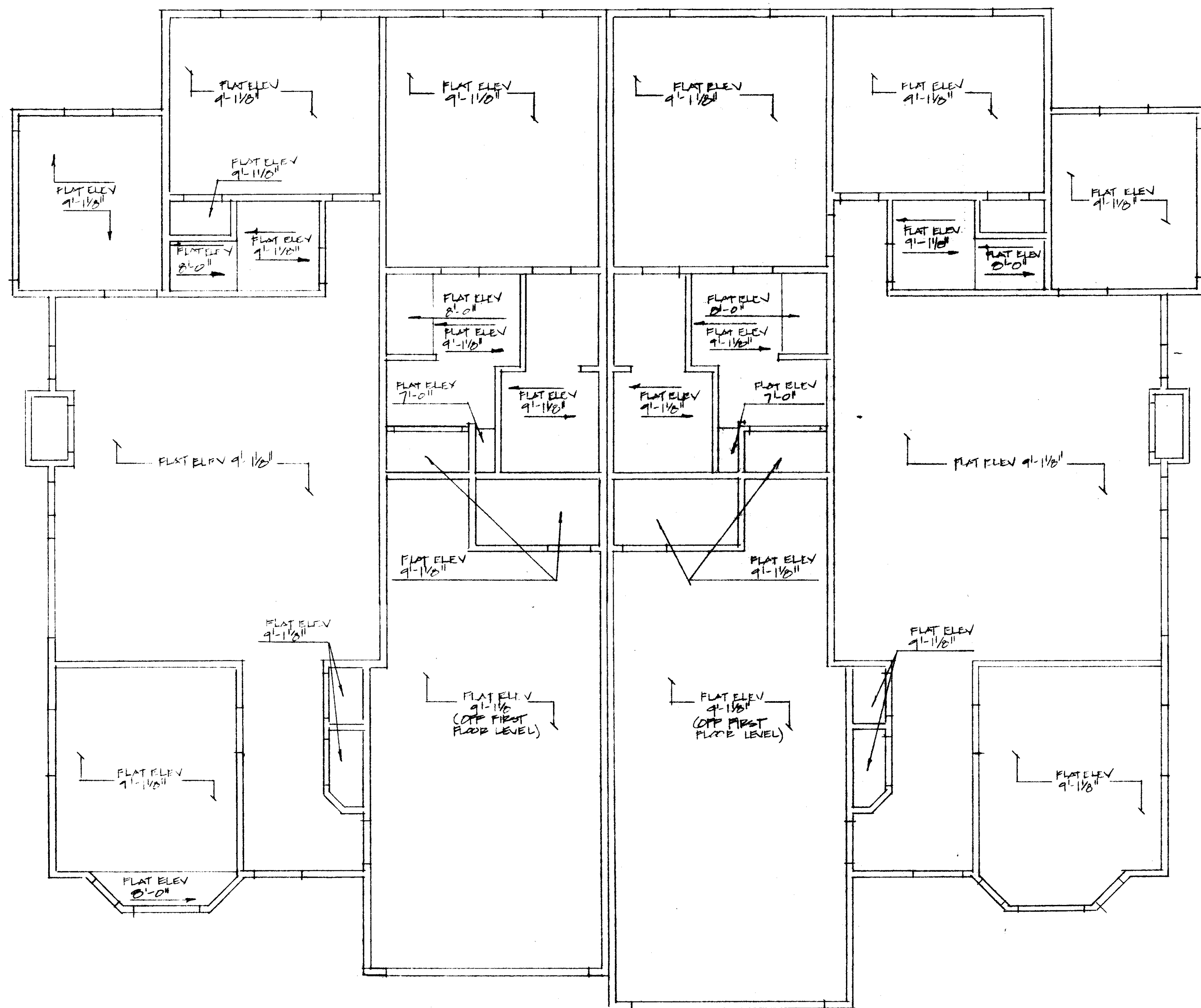
left elevation

1/4" = 1'-0"

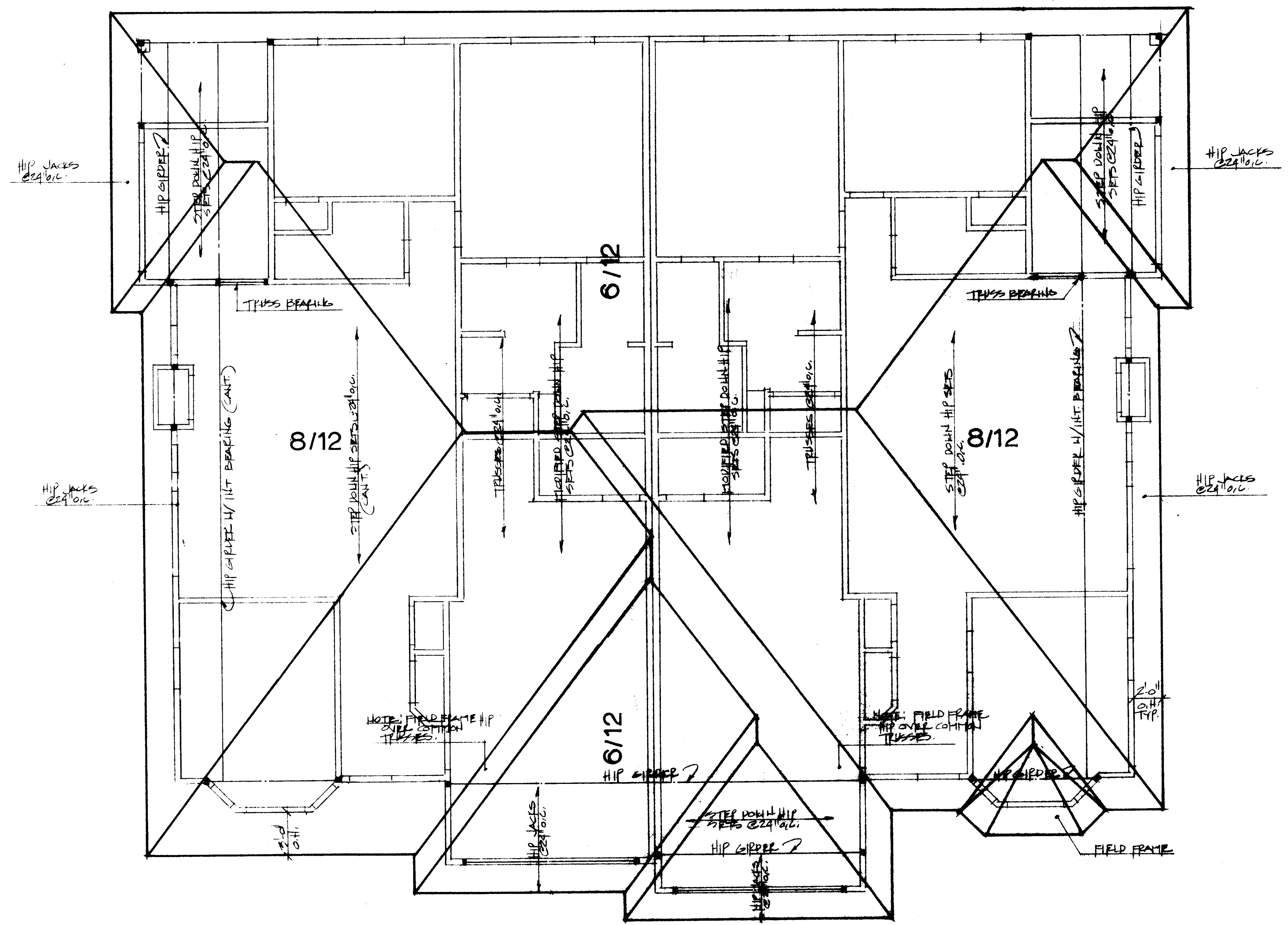


NOTE: USE TINTED GLASS AS READ BY CODE



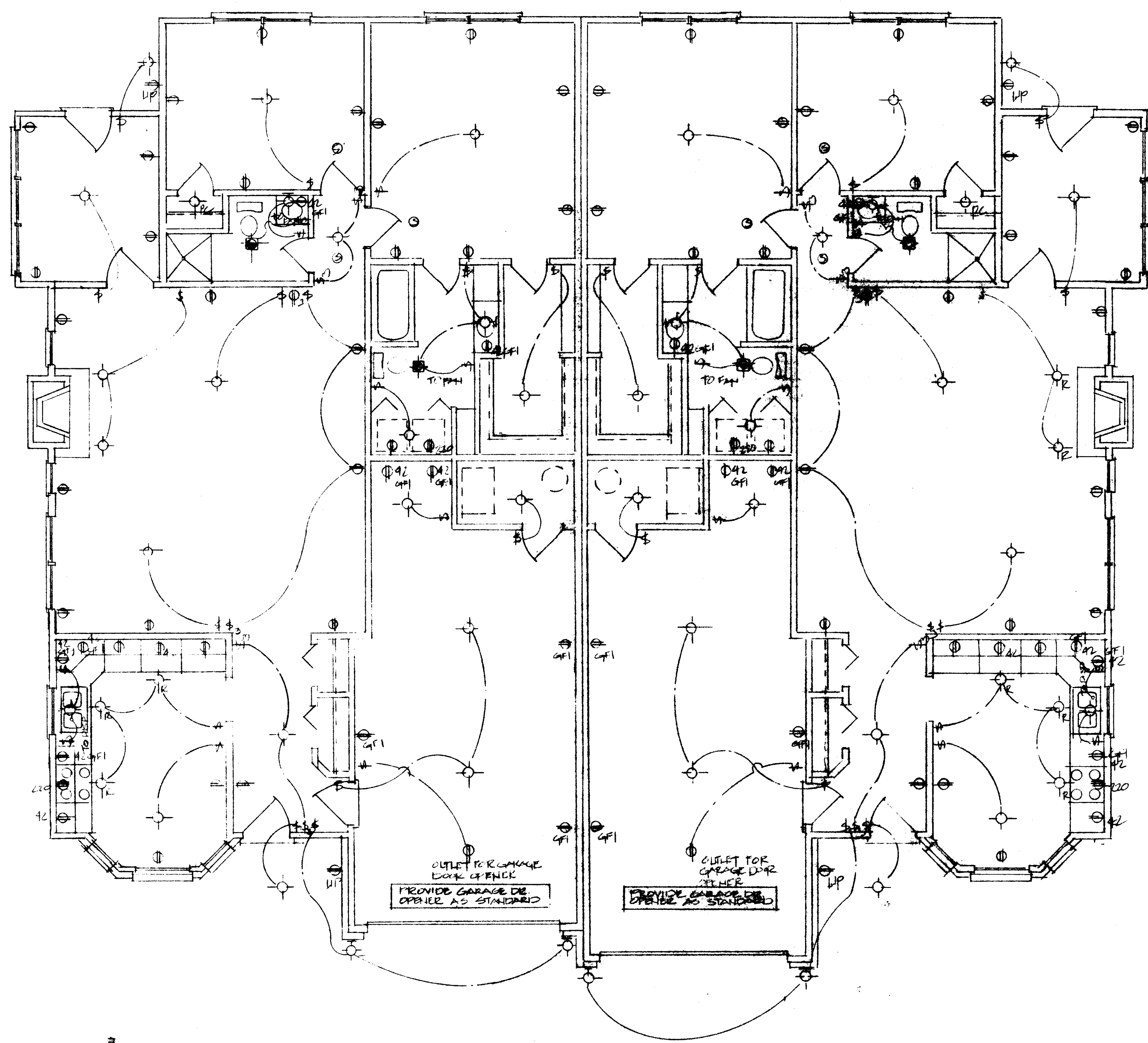


reflected ceiling plan 1/4"=1'-0"



roof plan

1/4" = 1'-0"



electrical symbols	
	CEILING MOUNT LIGHT
	RECESSED LIGHT
	WALL MOUNT LIGHT
	OUTLET
	220 VOLT OUTLET
	OUTLET (42" OFF RAISED FLOOR)
	GROUND FAULT INTERRUPT
	WATERPROOF OUTLET
	FLOOR OUTLET
	SWITCH
	THREE WAY SWITCH
	FOUR WAY SWITCH
	EXHAUST FAN/LIGHT
	EXHAUST FAN
	SMOKE DETECTOR

electrical plan 1/4"=1'-0"