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Johnson County Iowa
Kim Painter County Recorder
BK **5993** PG **795-839**

Prepared by and return to: Erek P. Sittig, 123 N. Linn St., Suite 300, Iowa City, IA 52244, (319) 354-0331

**DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME
PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA
FOR
KENNETH DRIVE CONDOMINIUMS**

DEVELOPER:

Allen Homes Inc.

DEVELOPER'S ATTORNEY:

Erek P. Sittig
Holland, Michael, Raiber & Sittig PLC
123 N. Linn Street
Iowa City, Iowa 52245

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

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed by Allen Homes Inc., hereafter referred to as "Declarant."

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

Lot 9, Lindemann Subdivision - Part Eight, Iowa City, Iowa, according to the plat thereof recorded in Book 62, Page 200, Plat Records of Johnson County, Iowa.

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

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

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

**ARTICLE I
Definitions**

1. **Association.** The term "Association" means the same as the "Council of Co-Owners" as defined in Paragraph 11 hereof and refers to the Kenneth Drive Condominiums Owners Association and its successors.

2. **Building.** The term "Building" shall mean the structural improvements located on the land, forming part of the real estate and containing Units as more particularly described in Exhibit "B" and in Paragraph 2 of Article II of this Declaration.

3. **Code of Iowa.** The term “Code of Iowa” and references to Chapters or Sections thereof shall be the statutes in effect at the time of execution of this Declaration, as from time to time amended or renumbered.

4. **Condominium.** The term “Condominium” means the entire estate in the real property owned by an Owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a Unit.

5. **Condominium Documents** The term “Condominium Documents” means this Declaration and all exhibits attached hereto including the Bylaws of the Association.

6. **Council of Co-Owners.** The term “Council of Co-Owners” means all the co-owners of the Building and is otherwise known and synonymous with the term “association” and/or “owners association.”

7. **Declarant.** The term “Declarant” shall mean Allen Homes Inc., an Iowa corporation, the maker of this Declaration.

8. **Declaration.** The term “Declaration” shall mean this instrument by which Kenneth Drive Condominiums is established as provided under the Horizontal Property Act.

9. **Garage.** The term “Garage” means a structure abutting a driveway, contiguous with or located beneath the Building and intended for, but not limited to the storage of an automobile.

10. **General Common Elements.** The term “General Common Elements” shall have the meaning as defined in Article IV of this Declaration.

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

12. **Limited Common Elements.** The term “Limited Common Elements” shall have the meaning as defined in Article V of this Declaration.

13. **Owner.** The term “Owner” means any person with an ownership interest in a Unit in the Project.

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

15. **Project.** The term “Project” shall mean the entire parcel of real property referred to in this Declaration to be divided into Buildings, including all structures thereon.

16. **Severability.** The invalidity of any covenant, restriction, agreement, undertaking, or other provisions of any Condominium Document shall not affected the validity of the remaining portions thereof.

17. **Unit.** The term “Unit” shall mean one or more rooms occupying all or part of a floor or floors 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.

ARTICLE II

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this regime abuts Kenneth Drive in Iowa City, Iowa, and is legally described above.

2. **Description of Buildings.** The Condominium Regime consists of the residential construction schema set out in the attached General Specifications.

3. **Description of the Units.** Annexed hereto and made a part hereof as Exhibit “A” is a list of all Units in the Building. Their Unit designations, percentage interest of each Unit in the Common Elements, number of votes per Unit in the Association, and pro rata share of common expenses. Annexed hereto and made a part hereof as Exhibits “B” and “C” are the site plan and building plans for the Building, which together with the definition of the term “Unit” in Article I show the dimensions of each Unit, and showing the location of the Building and the Limited Common Elements to which each Unit has immediate access.

4. **Amendment upon Final Completion.** The Declarant reserves the right to amend the Declaration, without the consent of any of the Unit Owners, upon final completion of the structure to certify improvements “as-built”, and to conform the final specifications and site plan for the project to the as-built project.

ARTICLE III

Ownership Interests

1. **Exclusive Ownership and Possession by Owner.** Each Owner shall be entitled to exclusive ownership and possession of the Unit. Each Owner shall be entitled to an undivided interest in the Common Elements in the fractional interest expressed in Exhibit “A” of this Declaration. The fractional interest of each Owner in the Common Elements as expressed in Exhibit “A” shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended declaration duly recorded. The fractional 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 it is intended, without hindering or encroaching upon the lawful rights of the other Owners.

An Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, ceiling, windows and doors bounding his/her Unit, nor shall the Owner be deemed to own the utilities running through the Unit which are utilized for, or serve more than one Unit, except as a fractional

interest in the Common Elements. An Owner, however, shall have the exclusive right to paint, re-paint, tile, paper or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding his/her Unit.

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

3. **Undivided Fractional Interest.** An undivided interest in the land and other Common Elements of the regime, regardless of whether such elements are General or Limited Common Elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit is that fraction as set forth in Exhibit "A."

4. **General Common Elements.** Appurtenant to each Unit shall be a right to use and enjoy the General Common Elements.

5. **Limited Common Elements:** The exclusive use by Owners of the Limited Common Elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved, provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other Condominium Documents.

6. **Association Membership and Voting Rights.** Appurtenant to each Unit shall be membership in the Kenneth Drive 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 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.

7. **Cross Easements.** Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as follows;

(a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;

(b) Through the Units and common facilities for maintenance, repair and replacement or reconstruction of Common Elements, but access to Units shall be only during reasonable hours, except in case of emergency;

(c) Every portion of a Unit contributing to the support of a Building is burdened with an easement of such support for the benefit of all such other Units;

(d) Through the Units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Units in the common areas.

ARTICLE IV **General Common Elements**

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

(a) The land on which the Building is erected.

(b) The foundations, basements, floors, exterior walls of each Unit and of the buildings, ceilings, and roofs, communication ways, and in general all devices or installations existing for common use, except as limited in the next Article.

(c) Installations for public utilities, including electric, gas, telephone, communication cable, and cold water for common use.

(d) Recreational greens, plantings, and walks.

(e) The putting green.

ARTICLE V **Limited Common Elements**

1. **Definition.** The term "Limited Common Elements" shall mean and such elements shall consist of those Common Elements which are reserved for the use of one or more Units by this Article and amendments hereto and such reservations shall be to the exclusion of all other Units.

2. **Reservation.** The following Common Elements are reserved and shall constitute the Limited Common Elements:

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

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

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

(d) That part of all sewer, water, electrical, gas, telephone, communication cable, 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.

(e) The air conditioner pads, compressors and equipment appurtenant to each Unit.

3. **Exception.** Notwithstanding the reservations made by this Article, the design of the buildings, grounds to be submitted, and the integrity and appearance of the regime as a whole are the common interests of all Owners and, as such, shall remain a part of the General Common Elements.

4. **Rights of Association.** The reservation of the Limited Common Elements herein shall not limit any right the Association and its agents may otherwise have to alter such Limited Common Elements or enter upon such Limited Common Elements.

ARTICLE VI

Declarant's Reserved Rights and Powers

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

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

3. **Designation of Association Directors.** Declarant shall have the right to name all members of the Board of Directors of the Association until the first annual members' meeting of said Association which shall be held as provided for in the Bylaws. Thereafter, the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.

4. **Putting Green.** Declarant reserves the perpetual right for it and its reasonable designees to use the putting green for its intended purpose.

ARTICLE VII

Management of The Regime

1. **Association; Council of Co-Owners.** The operation of the Condominium shall be by a non-profit membership corporation organized and existing under Chapter 504, Code of Iowa. The name

of the Association shall be the Kenneth Drive Condominiums Owners Association. Copies of its Articles of Incorporation and Bylaws are attached hereto as Exhibits "D" and "E", respectively. 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.

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

3. **Power of Association.** Each Owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-Owners and the Owners as a group by Chapters 499B and 504 of the Code of Iowa, 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 acquiring a Unit at foreclosure sale and holding, leasing, mortgaging or conveying the same. Each Owner hereby waives any rights to delay or prevent such foreclosure by the Association which he/she may have by reason of a homestead exemption.

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

5. **Membership, Voting Rights.** The members of the Association shall consist of all of the record Owners of Units. Change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing record title to a Unit in the Building. The membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each Unit owned by such member.

6. **Restraint upon Assignment.** The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to the Unit.

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

8. **Discharge of Liability.** All Owners shall promptly discharge any lien which may hereafter be filed against their Building Unit.

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

10. **Indemnification of Directors and Officers.** Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director or officer of the Association, or any settlement thereof, whether or not he/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/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.

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

Name

Address

Erek P. Sittig

123 N. Linn St., Ste. 300
Iowa City, IA 52245

ARTICLE VIII

Maintenance, Alteration and Improvement

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

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

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

2. Maintenance by Association.

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

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

(c) If a Unit Owner defaults on his/her responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the costs thereof against the Unit of such Owner and such assessment shall be collectible as if it were an assessment for common expenses.

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

3. Maintenance by Owner.

(a) Each Unit Owner at his/her own expense shall maintain the interior, including the boundary surfaces, of such Unit and its equipment; shall keep the interior in a clean and sanitary condition; shall do all redecorating, painting and other finishing which may at any time be necessary to maintain his/her Unit; and shall be responsible for the maintenance and replacement of all personalty including carpets, other floor coverings, furnishings, and appliances within such Unit.

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

(c) The Unit Owner shall maintain, at his/her expense, any improvement or alteration made by him/her.

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

4. Alterations or Improvements by Owner. No Unit Owner shall make or permit to be made any structural alteration to the Building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by 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. Unit Owners shall do no act or work which will impair the structural soundness or integrity of the Building or safety of the property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership interests appurtenant to such Unit.

5. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors of the Association, the Common Elements shall require additions, alterations, or improvements costing in excess of One Thousand Dollars (\$1,000.00) and the making of such additions, alterations or improvements shall have been approved by a majority of the Unit Owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the costs thereof as a common charge. Any additions, alterations or improvements costing One Thousand Dollars (\$1,000.00) or less may be made by the Board of Directors without approval of Unit Owners, and the costs thereof shall constitute part of the common expenses.

ARTICLE IX

Conditions of and Restrictions on Ownership, Use and Enjoyment

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

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

(a) A Unit shall be used or occupied for dwelling purposes only.

(b) A Unit may be rented or leased by the Owner or his/her lessee provided the entire Unit is rented and the period of rental is at least one month unless some other period is established in the regulations or Bylaws of the Association. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Documents.

(c) 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.

(d) Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his/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.

(e) No Unit Owner shall be permitted to erect a TV antenna or any other fixture, item or appurtenance on any building roof, any patio, or deck.

(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) Parking of vehicles shall be allowed only in designated spaces or in the Garage or driveway of each Unit.

(h) 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, providing such entry shall be made with as little inconvenience to the Owners as practicable.

(i) A Unit Owner shall give notice to the Association of every lien against his/her Unit other than permitted mortgages, taxes and association assessments, and of any suit or other proceeding which may affect the title to his/her Unit within ten (10) days after the lien attaches or the Owner receives notice of such suit.

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

(k) Dogs weighing more than twenty-five (25) pounds shall not be allowed or kept within any Unit or on any of the general or Limited Common Elements of the project. No Unit shall house more than one (1) dog. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the limited or General Common Elements. Any dog which barks excessively or at times or in a manner to disturb the quiet enjoyment of Units and common areas is a nuisance and shall not be allowed on the premises. Any such dog which becomes a nuisance shall be removed from the premises by its Owner, or by the Association if necessary. No Unit Owner shall be permitted to erect a clothesline or unenclosed line type dog run upon the Limited or General Common Elements.

The Declarant or the Association shall have the power and authority to vary, from time to time the number and weight limitation on dogs in a Unit, taking into consideration the breed, size, and age of the dogs, as well as the likelihood that the dogs might become a nuisance to other Owners or occupants.

In the event that a variance is granted such variance shall be documented in writing and recorded in the records of the Association. The variance shall personal to the Owner or occupant in whose favor the variance was granted and shall terminate when that Owner or occupant no longer occupies the Unit. If a

dog allowed in a Unit by a variance dies, the variance shall expire as to that dog and it shall not be replaced without a new variance.

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

ARTICLE X

Insurance and Casualty

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

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly Building Association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as it 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 be named as insured all of the Owners, the Association and Declarant, so long as Declarant is the Owner of any of the Units in the Project. The Declarant shall notify the insurance carrier of any change in ownership of a Unit until such time as the Declarant shall no longer own ten percent(10%) or more of the Units at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any Unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent Owners.

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

4. **Personal Property on Individual Units.** An Owner may carry such personal liability insurance, in addition to that herein required, as he/she may desire. In addition, all real property interests of the Owner in the Unit including, but not limited to, fixtures and mechanical equipment located within a Unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, furnace, air conditioning and water heater, together with additions thereto and replacements thereof, as well as the personal property of the Unit Owner, shall be separately insured by such Owner, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit Owners Insurance." All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent Owners.

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

6. **Loss Adjustment.** The Board is hereby appointed the attorney-in-fact for all Owners to negotiate loss adjustments on the policy or policies carried by the Association.

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

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

(b) **Partial Destruction of Units and Common Elements.** In the event of damage to, or destruction of, any Unit or Units with accompanying damage to the Common Elements but the total destruction or damage does not represent sixty percent (60%) or more of the Buildings in the regime and

the costs of repairing or rebuilding said damaged area does not exceed the amount of available insurance proceeds for said loss by more than \$20,000.00, the Board of Directors of the Association shall immediately contract to repair or re-build the damaged portion of the Unit or Units and the Common Elements substantially in accordance with the original plans and specifications. If the cost to repair or re-build exceeds available insurance by \$20,000.00, then Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

(c) **Total Destruction.** In the event of sixty percent (60%) or more damage to, or destruction of, the buildings in the regime by fire or other casualty, the Owners of the individual Units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted Owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction; or whether said Project shall be sold; provided, however, that such determination shall be subject to the express written approval of all record Owners of mortgages upon any part of the regime. In the event of a determination to re-build or repair, the Board shall have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

In the event of a determination not to re-build, the Board shall offer the Project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the Owners as a whole on the Project, including coverage on the Units in the common area, except for Unit coverages under paragraph 4 of this Article X, shall be distributed proportionately to the Unit Owners in the same proportion that the Unit in which they have an interest shares in the Common Elements, except that where there is a mortgage of record or other valid encumbrance on any one Unit then, and in that event, with respect to said Unit, the Association will distribute said proceeds as follows: First to the record holder of the mortgages upon Units and Common Elements in the regime in satisfaction of the balance currently due on said encumbrances and then the remaining proceeds, if any, to the Unit Owner of record.

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

(e) In the event of a dispute among the Owners and/or mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with Chapter 679A of the Code of Iowa.

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

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

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

ARTICLE XI Termination

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

(a) **Destruction.** In the event it is determined in the manner elsewhere provided that the Building(s) shall not be reconstructed because of major damage, the Building plan of ownership will be thereby terminated in compliance to the provisions of Chapter 499B of the Code of Iowa.

(b) **Agreement.** The Building may be terminated at any time by the approval in writing of all of the Owners of the Building and by holders of all liens affecting any of the Units by filing an instrument to that effect, duly recorded, as provided in Chapter 499B of the Code of Iowa. It shall be the duty of every Unit Owner and his/her 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.

(c) **Certificate.** The termination of the Building 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 Building, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Johnson County Recorder.

2. **Form of Ownership after Termination.** After termination of the Building, the Project will be held as follows:

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

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

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

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

ARTICLE XII

Amendments and Miscellaneous

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

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

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

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

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

2. **Amendment of Ownership Interest.** No amendment shall change the fractional interest of ownership in the Common Elements appurtenant to a Unit, nor increase the Owner's share of the common expenses unless the record Owner of the Unit concerned and all record Owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

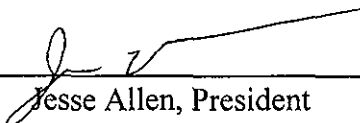
**ARTICLE XIII
RIGHTS OF MORTGAGEES AND GUARANTORS**

1. **Notice.** All mortgagees with an interest in any Unit or the entire Regime and any guarantor of any such notice shall be entitled to timely notice of the following:

- a. Any condemnation or casualty loss that affects either a material portion of the Regime or the Unit securing its mortgage;
- b. Any 60-day delinquency in the payment of assessments or charges owed by the owner of any Unit on which it holds the mortgage;
- c. A lapse, cancellation, or material modification of any insurance policy maintained by the homeowner's association; and
- d. Any proposed action that requires the consent of a specified percentage of mortgagees.

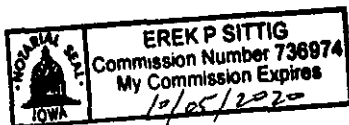
IN WITNESS WHEREOF, Declarant has executed this Declaration this 23rd day of December, 2019.

Allen Homes, Inc.

BY: 
Jesse Allen, President

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

This instrument acknowledged before me on this 23rd day of December, 2019, by Jesse Allen, President of Allen Homes, Inc.




Notary Public in and for said State



Jesse J. Allen, Owner
P.O. Box 3474
Iowa City, IA 52244-3474

Office Phone: 319.530.8238
Office Fax: 319.337.4610
E-mail: allenhomesinc@gmail.com

GENERAL SPECIFICATIONS
282-286-290-294 Kenneth Drive four-plex

Iowa City, IA

DESCRIPTION:

4- Three bedroom units-2.5 baths, 1 laundry room, with two car garage.

FOUNDATION WALLS:

Poured 8" walls to city code, rebar to city code.

FOOTINGS:

Footings are concrete with rebar. Garage floor is 4" with a vapor barrier.

EXTERIOR CONCRETE:

Driveway 4" thick with rebar. Stoops and porches 6" thick with rebar.

EXTERIOR WALLS:

Exterior walls are 2"x6" – 16" O.C. covered with 7/16 OSB, Tyvek. White vinyl siding with aluminum soffit fascia. Brick and stone sills on the exterior of the lower level.

ROOF:

Truss Package, OSB, shingles.

EXTERIOR TRIM:

Gutters and downspouts are K style aluminum. Installation of vinyl siding and aluminum soffit and fascia. Soffit and fascia in front porch and screened porch ceiling. Wrap garage doors with aluminum coil, flash all brick or stone with aluminum coil

GARAGE DOORS: Black 16x7 garage door with chain drive opener, 2 openers and keypad

WINDOWS: All windows are Next Dimension with screens

ENTRANCE DOORS:

Steel wood-edged doors with clear glass, insulated.

INSULATION:

Exterior walls R20 unfaced fiberglass batts, Party walls R11 unfaced fiberglass batts, boxsills R19 unfaced fiberglass batts, flat/vaulted lid R38 kraft faced fiberglass batts, floor under 8' netting, garage walls R11 unfaced fiberglass batts, house attic R49 blown in fiberglass, garage attic R19 Kraft faced fiberglass batts..

ELECTRICAL: Labor and material to wire according to 2019 electrical code. To include outlets, switches, lights, recessed lights, bath fan/lights, ceiling fans, smoke detectors, furnace, air conditioner, doorbell.

SHEETROCK:

Walls are covered with 5/8" sheetrock and ceilings are covered with 2 layers of 5/8" sheetrock, one coat of finish/textured. Orange peel walls and ceiling. Wrap windows three sides. Tapecoat garage.

INTERIOR PAINTING:

Two (2) coats of latex paint – one color. Exterior walls have vapor barrier.

INTERIOR DOORS & TRIM:

All trim is primed. Doors Carrara 2 panel hollow core pre-hung. Oil rubbed bronze and venetian bronze finish hardware.

SHELVING: Shelford White wire hanging shelving in master closet, pantry and hall linens and shelf above washer and dryer.

FLOORING:

LVT on main levels. Vinyl and underlay in upper baths/laundry. Tile on 3 sides of fireplaces. Carpet, pad and installation for the steps up, up hall and 3 bedrooms/closets.

LIGHTING: Foyer, recreation room, dining room, kitchen, main entry, rear entry, powder bath, bedroom #2 and #3, hallways, master bedroom, master bath, master closet, exterior garage lights.

CABINETS:

Merrilat espresso.

COUNTERTOPS:

Kitchen: Laminate

Bathrooms: Laminate

APPLIANCES:

Stainless Steel refrigerator, stove, dishwasher, microwave, and white washer and dryer.

PLUMBING:

Shower/tubs are Aquatic White acrylx, All faucets are Moen or Delta brand. Toilets will be Gerber white. Garbage disposals are ISE, plumbing for under counter automatic dishwasher, water line for icemaker, washer box for laundry facilities, frost proof sillcocks for lawn faucets, 50 gal electric water heater, water meter set up, floor drain in each utility room, radon piping to outside.

HVAC:

The installations includes Lennox Heating-Cooling systems:

- (4) #ELU195UH4536B 95% Efficiency 45,000BTU furnace;
- (4) 14ACX-24 24,000BTU 14.5 seer A/C

LANDSCAPING:

Yard graded and finished with sod and trees, and rock/mulch areas with plantings.

EXHIBIT "A"

DESCRIPTION OF LAND, UNITS AND OWNERSHIP INTERESTS IN COMMON ELEMENTS

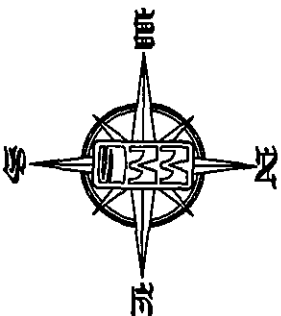
1. Description of Land. The real estate submitted to the Horizontal Property Regime is described in the Declaration to which this Exhibit A is attached.

2. Description of Units and Ownership Interests. The ownership interest in the Common Elements, voting rights and unit designation of each unit in the Regime is set forth below.

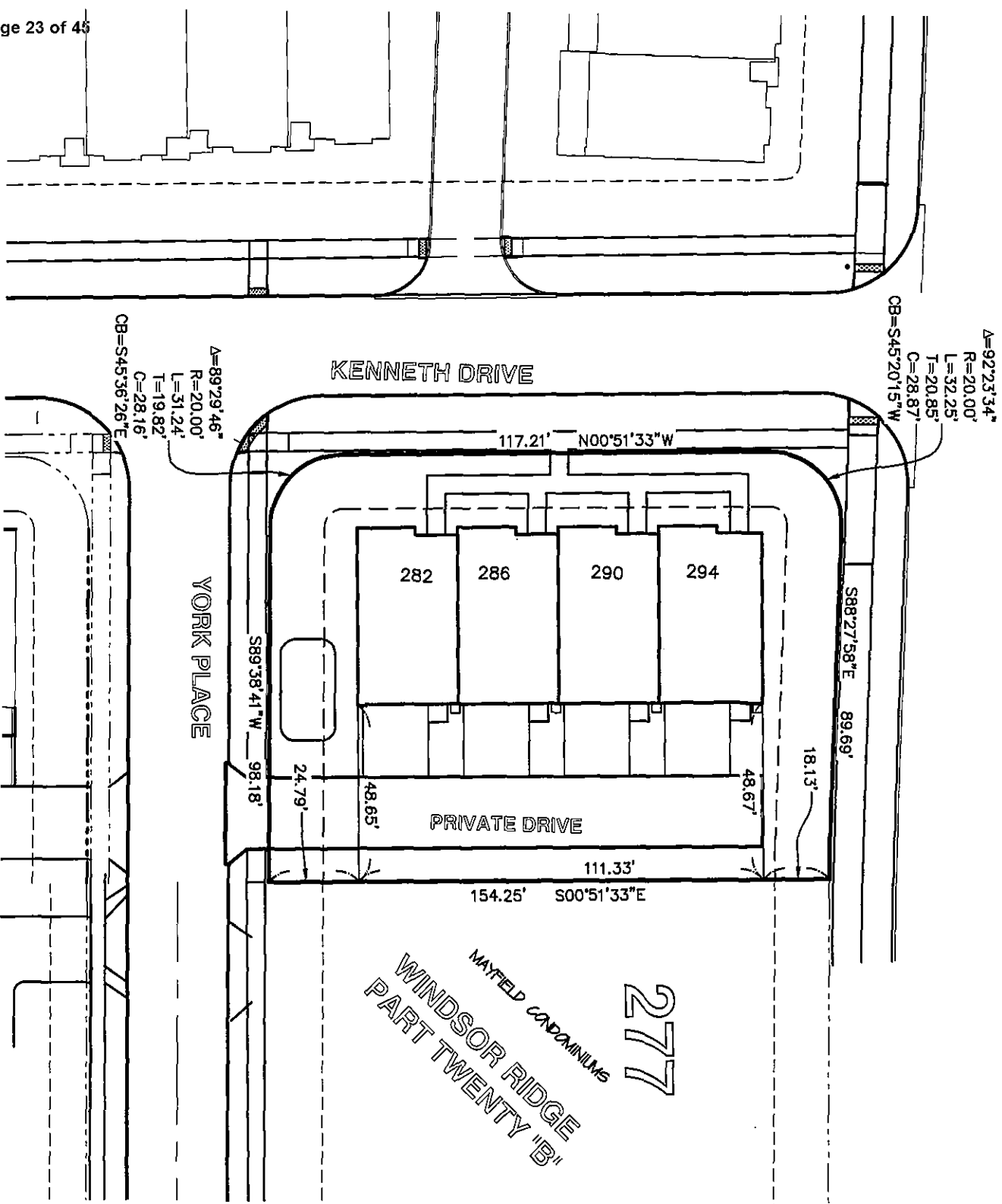
<u>Unit</u>	<u>Percentage Ownership in Common Elements and Pro Rata Share of Expenses</u>	<u>Votes in Association</u>
RESIDENTIAL		
282	25.00%	1
286	25.00%	1
290	25.00%	1
294	25.00%	1

3. The location of each unit and number of rooms, and the immediate common area to which each unit has access is shown on the site plan and building plans, Exhibit "B" and Exhibit "C" attached hereto and incorporated herein.

EXHIBIT "B" - SITE PLAN
KENNETH DRIVE CONDOMINIUMS
IOWA CITY, JOHNSON COUNTY, IOWA



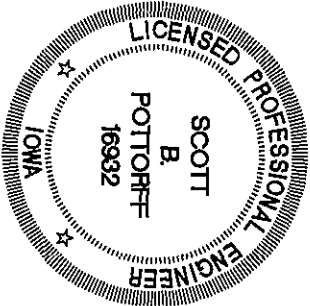
0 4 10 20 30 40
GRAPHIC SCALE IN FEET
1"=40'



LEGAL:
LOT 9 OF LINDEMANN SUBDIVISION – PART EIGHT, IOWA CITY, IOWA. IN ACCORDANCE WITH THE PLAT THEREOF RECORDED IN PLAT BOOK 62, AT PAGE 200, IN THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE.

- NOTES:**
1. ALL MEASUREMENTS FROM PROPERTY LINES TO BUILDINGS ARE PERPENDICULAR AND/OR RADIAL TO SAID PROPERTY LINES.
 2. THIS DRAWING DEPICTS IMPROVEMENTS COMPLETED AS OF 12/11/19.
 3. REFERENCE BUILDING PLANS, EXHIBIT "C" FOR BUILDING DIMENSIONS.
 4. THIS IS A CONDO SURVEY AND NOT A BOUNDARY OR PROPERTY SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH. THE PROPERTY BOUNDARIES ARE RECORD DIMENSIONS AND APPROXIMATE ONLY.

XXX – DESIGNATES UNIT NUMBER AND ADDRESS ALONG KENNETH DRIVE



I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

SCOTT B. POTTOFFF,

P.E. Iowa Lic. No. 16932

My license renewal date is December 31, 20 19.

Pages or sheets covered by this seal:

This sheet only



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282

www.mmsconsultants.net

Date	Revision
12/11/19	ALL UNITS - CAK

EXHIBIT "B" -
SITE PLAN

KENNETH DRIVE
CONDOMINIUMS
IOWA CITY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date:

12/24/19

Designed by:

JDM Field Book No.:

Drawn by:

CAK Scale: 1"=40'

Checked by:

SBP Sheet No.:

Project No.:

IC 7596-103 of: 1

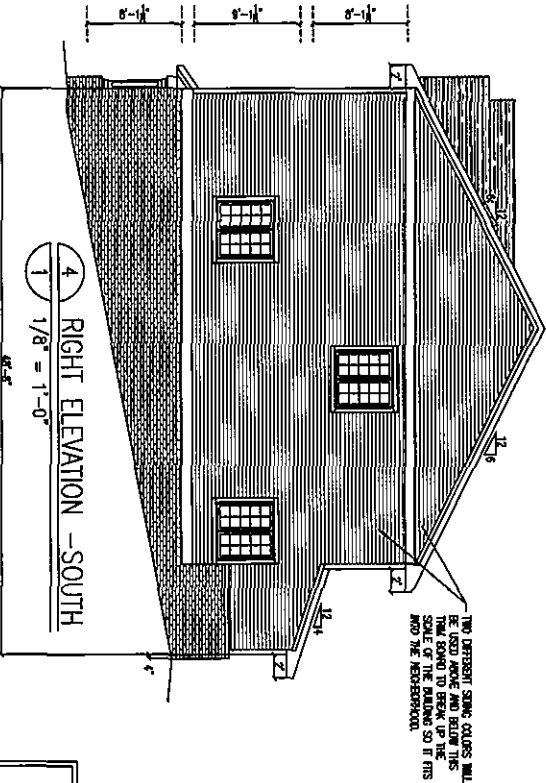
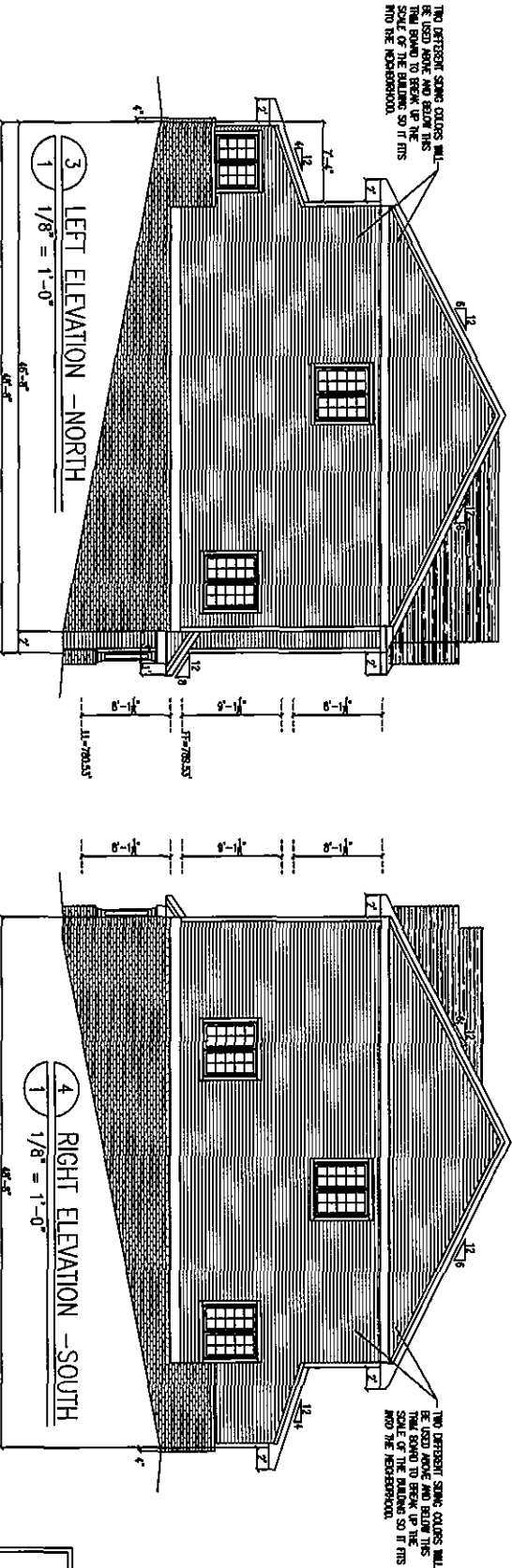
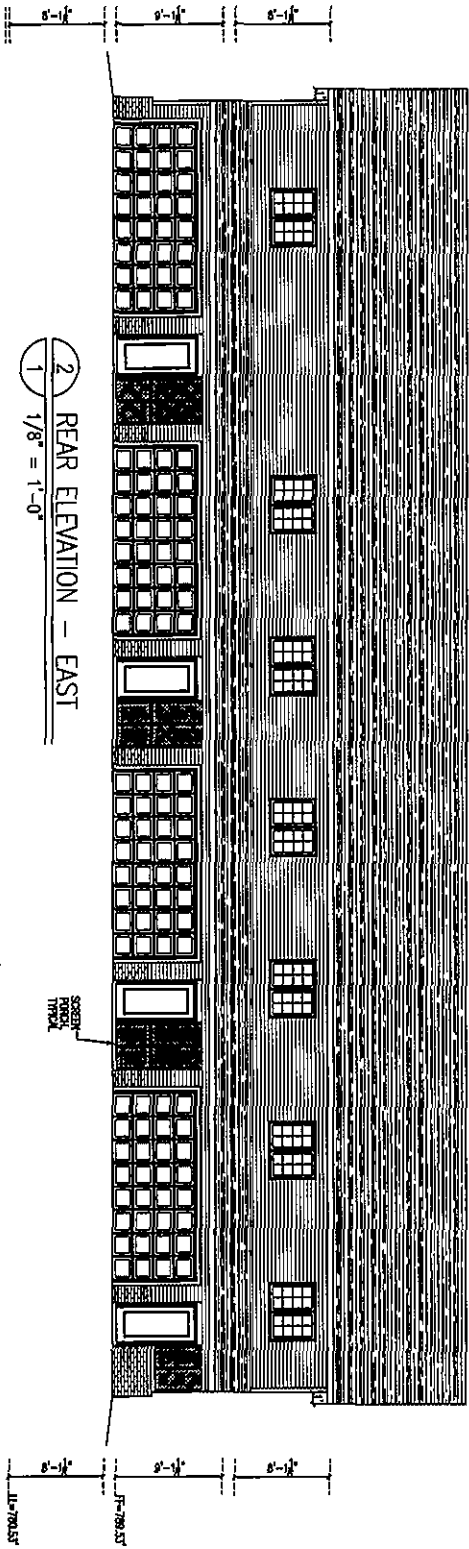
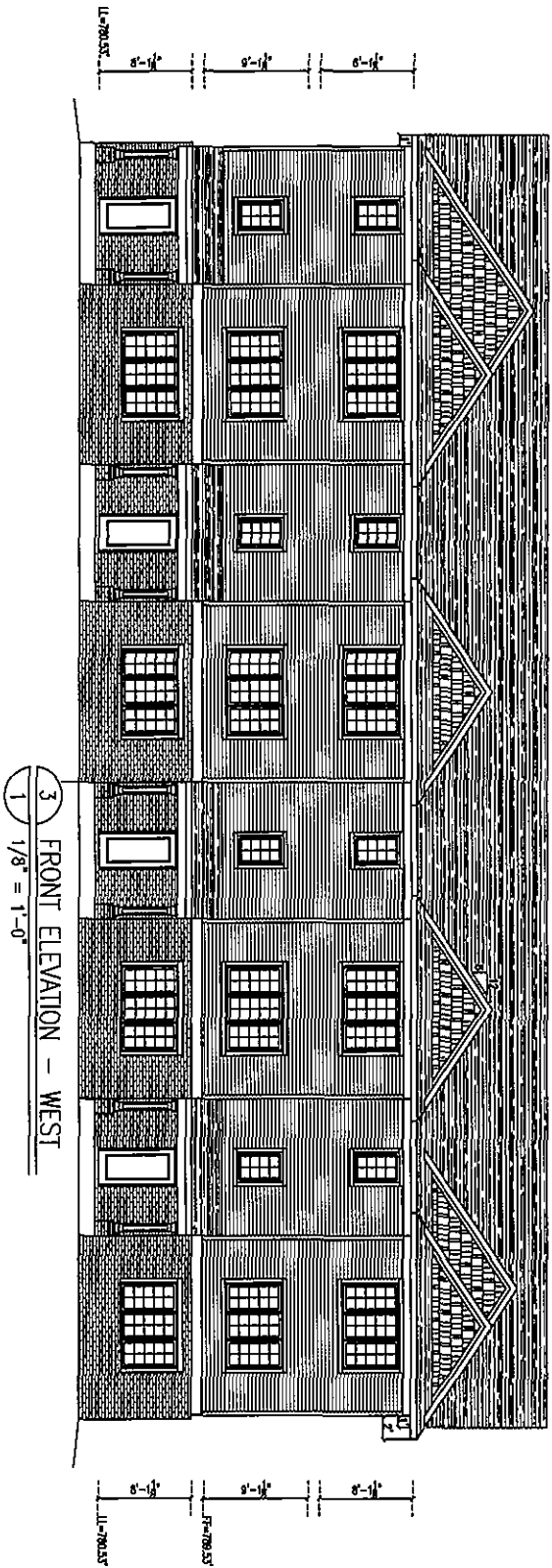
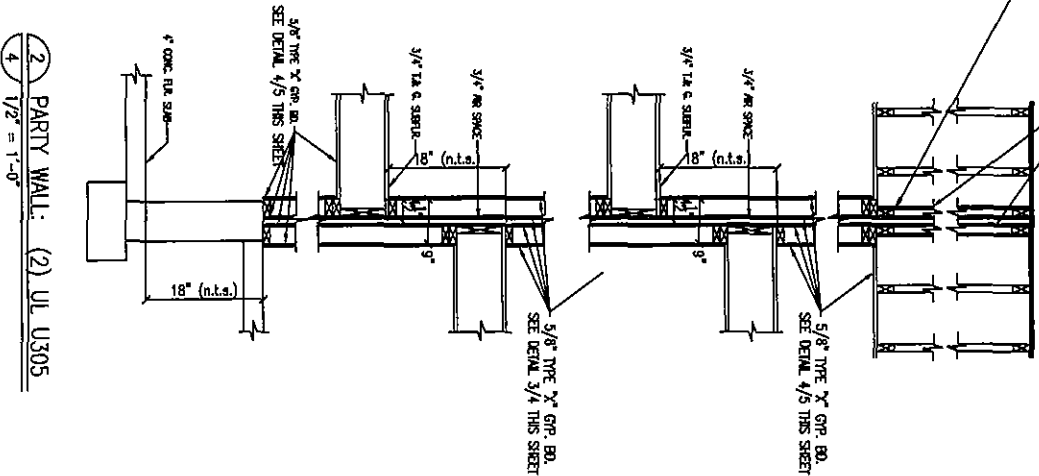


EXHIBIT "C"
KENNETH DRIVE
CONDOMINIUMS
UNITS: 282, 286, 290, AND 294

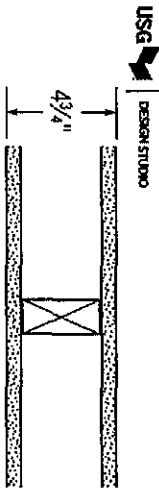
Revised 3.30.2019

THESE PLANS OR DRAWINGS HAVE BEEN PREPARED UNDER AN AGREEMENT TO THE REQUIREMENTS FOR PROFESSIONAL ARCHITECTURAL SERVICES SET FORTH IN SECTION 544.19, CODE OF IOWA. THESE PLANS OR DRAWINGS HAVE NOT BEEN PREPARED BY A PROFESSIONAL ENGINEER OR ARCHITECT. CONSTRUCTION FROM THESE PLANS OR DRAWINGS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSISTANCE OF A COMPETENT PROFESSIONAL. THE PURCHASER OR BUILDER OF THESE DRAWINGS MUST CONSULT WITH THE ARCHITECT FOR ANY CHANGES TO THE PLANS OR DRAWINGS. UNTRAUER DRAFTING SERVICE, INC. IS NOT RESPONSIBLE FOR ANY CONSTRUCTION DEFECTS OR DAMAGES WHICH MAY BE INCURRED IN THE CONSTRUCTION OF THE BUILDING SHOWN ON THE PLANS OR DRAWINGS.

- (2) 1 hour to underside of sheathing
5/8" TYPE X GYP. BD.
EACH SIDE OF BOTH TRUSSES
1. WHERE A FIRE SPRINKLER SYSTEM IN ACCORDANCE WITH SECTION P2904 IS NOT PROVIDED, THE COMMON WALL SHALL BE NOT LESS THAN A 2-HOUR FIRE-RESISTANCE-RATED WALL ASSEMBLY TESTED IN ACCORDANCE WITH ASTM E 119 OR UL 263.
 2. THE FIRE-RESISTANCE-RATED WALL OR ASSEMBLY SEPARATING TOWNHOUSES SHALL BE CONTINUOUS FROM THE FOUNDATION TO THE UNDERSIDE OF THE ROOF SHEATHING, DECK OR SLAB. THE FIRE-RESISTANCE RATING SHALL EXTEND THE FULL LENGTH OF THE WALL OR ASSEMBLY, INCLUDING WALL EXTENSIONS THROUGH AND SEPARATING ATTACHED ENCLOSED ACCESSORY STRUCTURES.
 3. A PARAPET IS NOT REQUIRED WHERE THE ROOF COVERING COMPLIES WITH A MINIMUM CLASS C RATING AS TESTED IN ACCORDANCE WITH ASTM E 108 OR UL 790 AND THE ROOF DECKING OR SHEATHING IS OF NONCOMBUSTIBLE MATERIALS OR APPROVED FIRE-RETARDANT-TREATED WOOD FOR A DISTANCE OF 4 FEET (1219 MM) ON EACH SIDE OF THE WALL OR WALLS, OR ONE LAYER OF 5/8-INCH (15.9 MM) TYPE X GYPSUM BOARD IS INSTALLED DIRECTLY BENEATH THE ROOF DECKING OR SHEATHING, SUPPORTED BY NOT LESS THAN NOMINAL 2-INCH (51 MM) LEDGERS ATTACHED TO THE SIDES OF THE ROOF FRAMING MEMBERS, FOR A DISTANCE OF NOT LESS THAN 4 FEET (1219 MM) ON EACH SIDE OF THE WALL OR WALLS AND ANY OPENINGS OR PENETRATIONS IN THE ROOF ARE NOT WITHIN 4 FEET (1219 MM) OF THE COMMON WALLS.



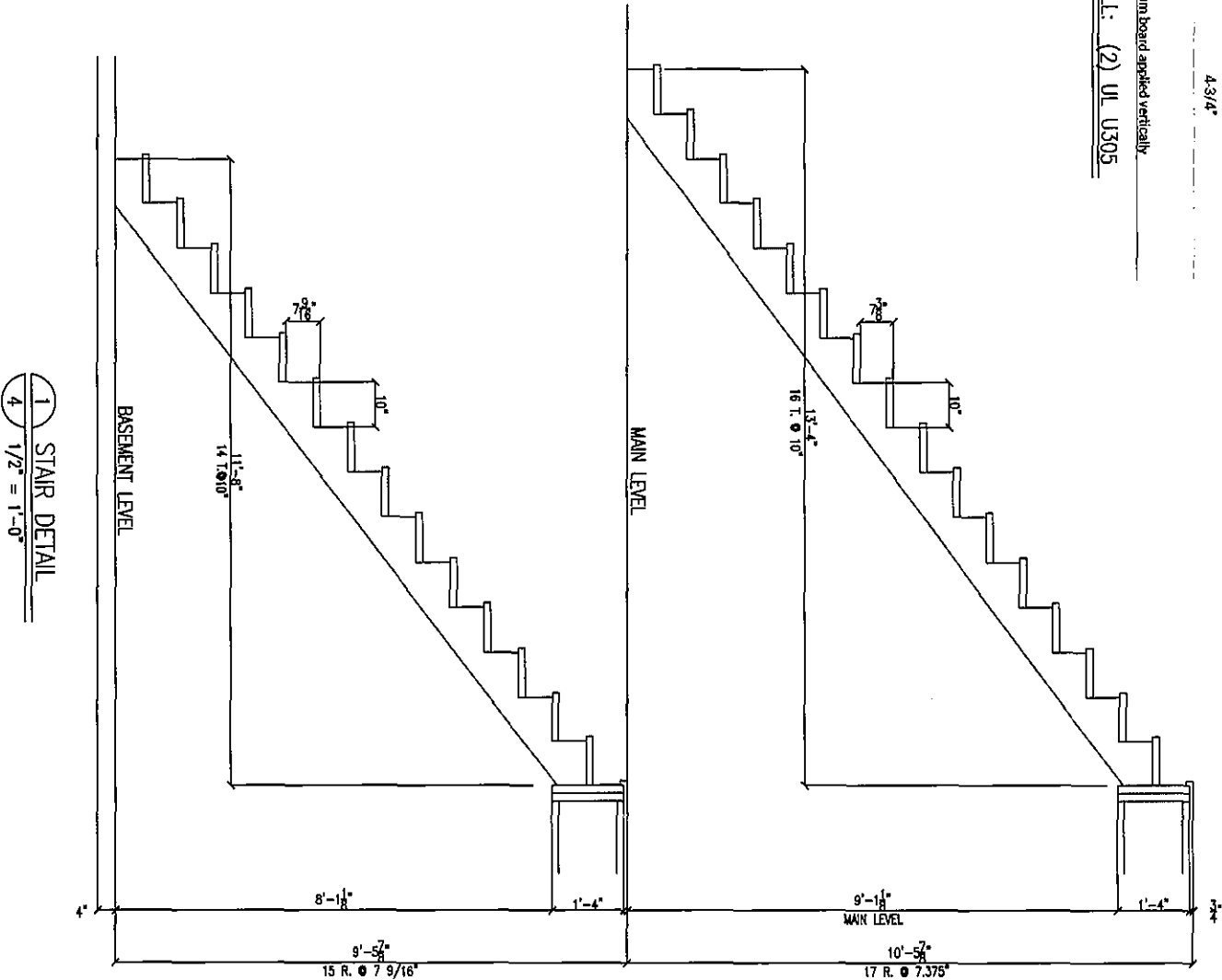
2 PARTY WALL: (2) UL U305
1/2" = 1'-0"



UL U305	
Interior Partitions - Wood Stud (loadbearing)	
Fire Rating	1 hour
STC	33
Sound Test	RAL-TL11-172
System Thickness	4 3/4"
Material Description	See Description
Gypsum Board - 5/8 in. thick gypsum board applied vertically	

3 PARTY WALL: (2) UL U305
NO SCALE

EXHIBIT "C"
KENNETH DRIVE
CONDOMINIUMS
UNITS: 282, 286, 290, AND 294



1 STAIR DETAIL
1/2" = 1'-0"

REVISED 3.30.2019

THESE PLANS OR DRAWINGS HAVE BEEN PREPARED UNDER AN AGREEMENT TO THE REQUIREMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES SET FORTH IN SECTION 19.01, CODE OF IOWA. THESE PLANS OR DRAWINGS HAVE BEEN PREPARED BY A PROFESSIONAL ENGINEER OR ARCHITECT. CONSULTATION FROM THESE PLANS OR DRAWINGS SHOULD NOT BE UNDERTAKEN WITHOUT THE ASSUREMENT OF A COMPETENT PROFESSIONAL. THE ARCHITECT OR ENGINEER OF THESE DRAWINGS MUST CAREFULLY RECHECK AND CORRECT ALL DIMENSIONS AND DETAILS OF THE PLANS OR DRAWINGS. Untrauer Drafting Service, Inc. ASSUMES NO RESPONSIBILITY FOR ANY INCONVENIENCES WHICH MAY BE CAUSED IN THE DRAWINGS OR PLANS. AND 2. ASSUMES NO RESPONSIBILITY WHATSOEVER REGARDING TO THE CONSTRUCTION OF THE BUILDING SCHEME OR THE PLANS OR DRAWINGS.

4 of 4

SECTIONS

4 PLEX AT LOT 9 LINDEMANN SUBDIVISION PART 8
BUILDING "D" by Allen Homes, Inc.

Untrauer Drafting Service, Inc.
2260 SHROPSHIRE CIRCLE, CORALVILLE, IOWA 52241 (319) 430-0760

EXHIBIT "D"

ARTICLES OF INCORPORATION OF

KENNETH DRIVE CONDOMINIUMS OWNERS ASSOCIATION

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

ARTICLE I

Name and Principal Office

The corporation shall be known as Kenneth Drive Condominiums Owners Association and its principal offices shall be located at 215 N. Linn St., Iowa City, Iowa.

ARTICLE II

Corporate Existence

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

ARTICLE III

Purposes and Powers

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

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

(B) The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to

influence legislation, and the corporation shall make no distribution of income to its members, directors or officers.

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

ARTICLE IV
Registered Office and Agent

The address of the initial registered office of the corporation is 123 N. Linn St., Suite 300, Iowa City, IA 52245, and the name of its initial registered agent at such address is Erek P. Sittig.

ARTICLE V
Board of Directors

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

<u>Name</u>	<u>Address</u>
Jesse Allen	215 N. Linn St. Iowa City, IA 52245

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

ARTICLE VI
Bylaws

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

ARTICLE VII
Members and Voting

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

be fixed, limited, enlarged, or denied to the extent specified by the Bylaws.

ARTICLE VIII
Distribution of Assets Upon Dissolution

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

ARTICLE IX
Amendment

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

ARTICLE X
Incorporator

The name and address of the incorporator is Erek P. Sittig, 123 N. Linn St., Ste. 300, Iowa City, IA 52245.

DATED this 23rd day of December, 2019.



Erek P. Sittig, Incorporator

EXHIBIT "E"

BYLAWS OF KENNETH DRIVE CONDOMINIUMS OWNERS ASSOCIATION

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

Lot 9, Lindemann Subdivision - Part Eight, Iowa City, Iowa, according to the plat thereof recorded in Book 62, Page 200, Plat Records of Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

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

2. An owner of record shall be recognized as a member without further action for so long as he/she holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. Failure to provide such evidence shall not, however, relieve an owner of his/her ownership obligations. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner represented.

3. If more than one person is the owner of the same unit, all such owners shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast

by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors and such person shall be deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

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

II. MEMBERS' MEETINGS

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

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

3. The Secretary or his/her designee shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 hereof shall be given like written notice of such special meeting. Notice shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose or purposes stated in the notice of such meeting.

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

given, when given in accordance with this paragraph to the person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto and is waived by attendance at such meeting.

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

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

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

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

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an initial Board of one (1) Director. The initial Board shall consist of such person as the Declarant may appoint pursuant to the Declaration and need not be member of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board members shall be selected from the members of the Association, except as

provided in Paragraph 2 below. An officer or designated agent of a partner member shall qualify to serve as a Director.

2. At the first annual members' meeting and at each annual meeting thereafter, three (3) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until a successor is duly elected and qualified or until he/she is removed in the manner as elsewhere provided. For so long as Declarant owns twenty-five percent of the units at the time such Directors are to be elected, Declarant shall have the right to elect or appoint a majority of the members of the Board, who need not be Unit Owners, and thereafter shall be entitled to elect or appoint at least one member of the Board until all Units have been sold by Declarant. Directors appointed by the Declarant shall have the same voting rights as Directors elected by the members.

3. Each Director shall be elected by ballot (unless such requirement is waived by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each Director shall be elected by a separate ballot unless provided otherwise by unanimous consent of the members.

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

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

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

7. An organizational meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the Directors at the meeting at which they were elected. No further notice of the organizational meeting shall be necessary. An organizational meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of fifty percent (50%) of all the

units in the regime.

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board. Special meetings of the Directors may be called by the President, Vice President, or any two Directors.

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

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

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

12. Board of Director's meetings must be open to all Unit owners except for meetings between the Board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of each Board of Director's meeting must be mailed or delivered to each unit owner at least seven days before the meeting.

Minutes of meetings of the Board of Directors must be maintained in written form or in another form that can be converted into written form within a reasonable time. The official records of the Board of Directors must be open to inspection and available for photocopying at reasonable times and places.

Any action taken by a Board of Directors at a meeting that is in violation of any of the provisions of this subsection is not valid or enforceable.

Notwithstanding the above, the Board of Directors may conduct a meeting in an emergency situation subject to the ratification of any Board action at a subsequent meeting held in compliance with this paragraph.

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation, and the

documents establishing the Condominium Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following:

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

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

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

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

5. The enforcement by legal means of the provisions of the Horizontal Property Act, the Articles of Incorporation, Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members. In the event of such proceedings the Association shall be entitled to recover the cost thereof, including reasonable attorney fees, from the owner or other party.

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

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

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

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

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

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

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

V. OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, and a Treasurer and Secretary which offices shall be filled by one person, who need not be either a Director or member, all such officers shall be elected annually by the Board of Directors and may be peremptorily removed and replaced by the vote of two-thirds of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

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

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

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

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

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

VI. FISCAL MANAGEMENT

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

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

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

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

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable, less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was mailed

or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special Directors meeting upon an affirmative vote of a majority of the Directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

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

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

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

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

- (a) Tax liens on the unit in favor of any assessing unit and special district; and
- (b) All sums unpaid on a first mortgage of record.

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

Alternatively the Association may bring suit against any owner for the amount of any unpaid assessments and shall be entitled to recover the costs thereof, including reasonable attorney's fees, from the owner. These remedies shall be cumulative and not in lieu of any other remedy allowed by law.

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

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

VII. AMENDMENTS

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of 66 2/3% of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof,

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

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

VIII. MISCELLANEOUS PROVISIONS

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

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

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

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

5. The Association shall at all times maintain separate and accurate written records of each unit and owner and the address of

each, and setting forth the status of all assessments, accounts and funds pertinent to that unit and owner. Any person other than a unit owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

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

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

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

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

IX. DEFINITIONS

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

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns or holds an interest in one or more units subject to the Regime provided that the holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.

3. Unit. The term "unit" means each unit subjected to the Regime and consisting of one or more rooms intended for use as a residence.

4. Common expenses. The term "common expenses" shall include:

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.

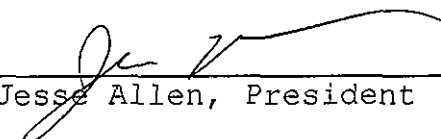
(b) Expenses declared common expenses by the Declaration or these Bylaws.

(c) Any valid charge against the Regime as a whole.

5. Singular, plural and gender. Whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.

ALLEN HOMES INC.

By:


Jesse Allen, President

Prepared by:	Scott B. Pottorff MMS Consultants, Inc.	1917 S. Gilbert Street Iowa City, Iowa 52240	319-351-8282 319-351-8476 facsimile
After recording return to:	Erek P. Sittig Holland, Michael, Raiber & Sittig Law Office, PLC	123 N Linn St # 300 Iowa City, Iowa 52245	319-354-0331 319-354-0559 facsimile

Exhibit "F"
Engineer's Certificate
KENNETH DRIVE CONDOMINIUMS
UNITS: 282, 286, 290, AND 294

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Scott B. Pottorff, being first duly sworn on oath do depose and state the following:

1. That I am a licensed Professional Engineer duly authorized and licensed to practice my profession in the State of Iowa.
2. That I have examined the attached building plans identified as Exhibit "C", Units 282, 286, 290, and 294 of Kenneth Drive Condominiums. This certificate and attached Building Plans are to become exhibits to the Declaration of Submission of Property to Horizontal Property Regime for Kenneth Drive Condominiums, the declaration.
3. That I hereby certify that I have verified by non-destructive field observations that the above referenced Building Plans diagrammatically represent Units 282, 286, 290, and 294 of Kenneth Drive Condominiums, and the common elements that the Declarant has constructed on the real estate described in the Declaration, except for the following:
 - 3.a) Sheet 3 - 2nd Level Floor Plan – All Units
A double sink vanity is constructed in the Master Bath in lieu of what is shown on the plans.
 - 3.b) Sheet 2 – Foundation Plan – All Units
The Basement is finished

4. That I am affiliated with MMS Consultants, Inc., the professional engineering consultant which prepared the attached Exhibit "B" – Site Plan locating the Building, and Units 282, 286, 290, and 294 of Kenneth Drive Condominiums. That as a licensed Professional Engineer, I hereby certify that said Site Plan is sufficient to determine with reasonable certainty the location of Units 282, 286, 290, and 294 of Kenneth Drive Condominiums, and hereby certify that Units 282, 286, 290, and 294 of Kenneth Drive Condominiums as constructed, are located as indicated on said Site Plan.

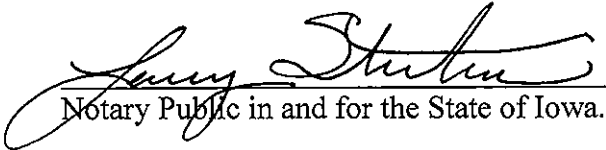


Scott B. Pottorff

Iowa License Number 16932

My biennial license renewal date is December 31, 2019.

Subscribed and sworn to before me by said Scott B. Pottorff this 26th day of December, 2019.



Notary Public in and for the State of Iowa.

