510

Doc ID: 019670990056 Type: GEN
Recorded: 05/12/2005 at 03:47:51 PM
Fee Amt: $282.00 Page 1 of 56
Johnson County Iowa
Kim Painter County Recorder
BK3875 PG551-606

17511

THE IOWA STATE BAR ASSOCIATION
Official Form No. 101
Recorder's Cover Sheet

Preparer Information: (Name, address and phone number)

Kirsten H. Frey
920 S. Dubuque Street
Iowa City, IA 52240
Phone: (319) 351-8181

Taxpayer Information: (Name and complete address)

Hodge Construction Company
711 S. Gilbert Street
Iowa City, IA 52240

Return Document To: (Name and complete address)

Kirsten H. Frey
920 S. Dubuque Street
Iowa City, IA 52240

Grantors:

Hodge Construction Company

Grantees:

Hodge Construction Company

Legal description: See Page 2

Document or instrument number of previously recorded documents:

© The Iowa State Bar Association 2005
IOWADOCS®

HICKORY GROVE CONDOMINIUMS



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

A CONDOMINIUM COMPLEX

DEVELOPER: Hodge Construction Company
Michael E. Hodge, President
711 South Gilbert Street
Iowa City, IA 52240

DEVELOPER'S ATTORNEY:

Kirsten H. Frey
920 S. Dubuque St.
P.O. Box 2000
Iowa City, IA 52244

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

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed in Iowa City, Johnson County, Iowa this _____ day of May 2005, by Hodge Construction Company, an Iowa Corporation, hereafter referred to as "Declarant."

W I T N E S S E T H :

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

> **Lot 4, First and Rochester, Part One, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Book 23, Page 78, Plat Records of Johnson County, Iowa, excepting Auditor's Parcel 2002-072 as per Plat of Survey recorded in Book 44, Page 334, Plat Records of Johnson County, Iowa.**

and;

WHEREAS, Declarant is the Owner of two multi-family Buildings and other improvements built, or to be 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, and;

WHEREAS, Declarant desires and intends to submit all of the above described property and Buildings and improvements constructed or to be 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
A. Definitions

1. Declarant. The term "Declarant" shall mean Hodge Construction Company, an Iowa corporation, the maker of this Declaration, and its successor or assigns.

2. Declaration. The term "Declaration" shall mean this instrument, by which Hickory Grove Condominiums is established pursuant to the Horizontal Property Act.

3. Project. The term "Project" shall mean the entire parcel of real property, including all structures thereon, which is hereby divided into Condominiums.

4. Unit. The term "Unit" shall mean one or more rooms, occupying all or part of a floor or floors, which are intended for use as a residence and which are not owned in common with other Unit Owners in the regime. The boundary lines of a Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the Building so described and the air space so encompassed. There will be forty-eight (48) Units within this Project.

5. General Common Elements. The term "General Common Elements" shall have the meaning as defined in Article IV of this Declaration.

6. Limited Common Elements. The term "Limited Common Elements" shall have the meaning as defined in Article V of this Declaration.

7. 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 on Exhibit "B" and in paragraph 2 of Article II of this Declaration.

8. Parking Space. The term "Parking Space" means a defined area intended for, but not limited to, the storage of an automobile.

9. 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.

10. Owner. The term "Owner" means any person with an Ownership interest in a Unit in the Project.

11. 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 "Homeowners Association."

12. Association. The term "Association" means the same as the "Council of Co-Owners" as defined in Paragraph 11 hereof and refers to Hickory Grove Condominium Association and its successors.

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

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

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

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

B. Development Phases

1. General. The Project is being developed in two phases as follows: Building 100, a twenty-four residential Unit Building, is substantially completed at the time of this Declaration. An additional Building containing 24 residential Units may be constructed hereafter. Nonetheless, this Declaration shall apply to and be binding upon all Buildings and all forty-eight Units subject to the special provisions in this Article.

As each Building is constructed, the Declarant shall construct the required land improvements for the units contained within the respective building including, but not limited to, sidewalks, driveways, parking areas, signage, mail boxes, and landscaping as may be required by the City of Iowa City, Iowa, for obtaining a certificate of occupancy for each Building as it is constructed and completed.

The Declarant, or its successor or assigns, shall have the perpetual right to construct the additional Buildings and improvements as described in this Declaration.

2. Special Provisions.

(a) Until such time that any Building has been fully constructed and a certificate of occupancy issued by the City of Iowa City, Iowa, no assessments for

maintenance or any Association expenses shall be chargeable to the Association for any said Building or shall be made against any Units in said Building. Until such time as the certificate of occupancy is issued, the Declarant shall retain sole responsibility for all expenses associated with incomplete Units and the Limited Common Elements adjacent thereto. After the certificate of occupancy is issued for a Building, the Board of Directors for the Association shall assess and collect fees from the Owners of the Units in said Building with all such Owners in completed Buildings sharing the common expenses on a prorata basis. Therefore, Declarant reserves the right to file an amended Exhibit "A" at such time as the certificate of occupancy is issued for the second building without the consent of any other Unit owner. However, even if any Units in this Condominium regime are not complete or no certificate of occupancy has been issued, assessments shall be made against all said Units effective June 1, 2015.

(b) Each Building shall be constructed substantially in the same manner as shown by the Building plans marked Exhibit "C" and incorporated herein. However, Declarant reserves the right to file amended Building plans for said Building in the event that the actual construction deviates from the Declarant's intentions. Declarant also reserves the right to file an amended Exhibit "B" to show the correct location of said Building and such amended exhibits need not be approved by the Owners of any Condominium Units within the regime.

(c) Further, because none of the Buildings have been completed and occupancy certificates issued at the time of the filing of this Declaration, the Declarant reserves the right to complete all Buildings in the Condominium regime according to the plans marked Exhibit "C" and may deviate from the plans as long as each Condominium Unit is substantially the quality as the Units shown on Exhibit "C" herein. Declarant reserves the right to construct up to a total of forty-eight (48) residential Units within the Hickory Grove Condominiums in two twenty-four (24) residential Unit Buildings and may file amended plans (Exhibit "C") after construction of each respective Building has been completed, all without obtaining the approval of any Owners of Units in this Condominium regime. In the same regard, Declarant reserves the right to file an amended Exhibit "B" to show correct locations of any new Buildings as they are constructed.

(d) Further, because at the time of the filing of this Declaration, the additional Buildings and/or improvements have not yet been fully planned or constructed, the Declarant reserves the right to construct said Building and/or improvements in a location and manner consistent with the overall appearance and integrity of the Project. The Declarant shall have the right to construct such Buildings and improvements without obtaining the approval of the Owners of Units in the Condominium regime.

ARTICLE II
Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this regime abuts 1st Avenue and Rochester Avenue in Iowa City, Iowa. The exact legal description is as follows:

Lot 4, First and Rochester, Part One, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Book 23, Page 78, Plat Records of Johnson County, Iowa, excepting Auditor's parcel 2002-072 as per Plat of Survey recorded in Book 44, Page 334, Plat Records of Johnson County, Iowa.

2. **Description of Buildings.** The Condominium Regime consists of two Buildings containing a total of forty-eight (48) Units. Each Building has three floors above ground and underground parking. The Buildings have been or will be constructed to the following general specifications:

Foundation: Poured concrete.

Wall Framing: Shall be spruce, fir or whitewood and/or metal non-bearing studs, with 7/16" o.s.b. sheathing, and 1/4" thermo-ply or 5/8" exterior gypsum sheathing with "T" bracing

Floor Framing: Shall be 11 7/8" TJI floor trusses with 3/4" o.s.b. and 3/4" gypcrete sound proofing (2nd and 3rd floor only)

Building Exterior:

A. Vinyl siding.
B. Engineered trusses. Felt and shingles (220 LB).
C. Roof ventilation-ventaridge
D. Soffit and fascia-aluminum with ventilation grills.
E. Gutters and downspouts-aluminum.
F. Brick.

Exterior Doors: Commercial grade steel door, or equal, with locking knob.

Exterior Window: Silver Line vinyl windows 2800 series with Low E insulated glass, and beige in color, or equal. Meets Energy Start Ratings.

Suite Entry Doors: Solid core, metal jambs, prefinished maple with passage knob, deadbolt lock, and peep sites.

Interior Trim: (All interior trim shall be maple, unless noted otherwise)

A. Interior door-1 3/8" hollow core door.
B. Casing-2 1/4" maple.
C. Base-maple.
D. Windows-Wrapped openings, 3 sides painted with enamel paint; maple sill.
E. Closet doors-1 3/8" hollow core bi-fold doors with maple cased openings.
F. Closet shelves-Wire mold, white.

Interior Walls and Ceilings:

A. Sheetrock-5/8" gypsum board throughout.
B. Texture- Orange peel texture on all ceilings and orange peel texture on all walls and soffits.
C. Paint-All walls and ceilings shall have two coats of Sherwin-Williams Latex Velvet Enamel or equal.

Appliances: (All appliances to be bisque in color. Appliances to be Whirlpool, Hotpoint, GE, or equal).

A. GS04000JCC GE Dishwasher.
B. JBPGGCHCC GE Electric Range.
C. JVM164OCH Space Saver Microwave.
D. JTSZZJBPCC 21.8 cubic foot Refrigerator

Miscellaneous:

A. Prewire for cable television, 5 outlets per unit.
B. Prewire for telephone (4 outlets per unit).
C. Security door system at front entry.

Reasonable Deviations: Declarant shall have the right, without approval of any other Owners, to make reasonable deviations from the specifications provided herein as long as such deviations are equal in value to these specifications. Any deviations required by state, federal or local Codes shall be allowed.

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

ARTICLE III
Ownership Interests

1. Exclusive Ownership and Possession by Owner. Each Owner shall be entitled to exclusive Ownership and possession of his Unit. Each Owner shall be entitled to an undivided interest in the Common Elements, equal to 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 of a Unit 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 his/her 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, wax, 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 Hickory Grove Condominium Association, including one vote in the affairs of the Association and of the regime. However, 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.

(e) Parking Spaces in the outside parking areas that have not been designated or assigned to a particular Unit.

ARTICLE IV
General Common Elements

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

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

(b) The foundations, basements, floors, exterior walls of each Unit and of the 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 and cold water for common use.

(d) Recreational greens, plantings, and walks.

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) The patio or deck (sometimes referred to as a balcony herein or on the Exhibits) if any, adjoining a Unit. Such patio or deck shall be reserved for the use of the adjoining Unit.

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

(c) The portion of all sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures and attachments serving just one Unit and located entirely within the Unit.

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

(e) The Parking Space designated for and/or conveyed with each Unit. The transfer of each designated or extra Parking Space shall be specified in the instrument of conveyance conveying the Unit from the Declarant to its initial Owner. Thereafter such Parking Space shall be deemed appurtenant to such Unit and shall be deemed to be transferred with any conveyance of such Unit. Notwithstanding the right of exclusive use granted to any Parking Space in connection with the conveyance of a Unit, such area shall remain Limited Common Elements and shall be subject to the control of the Association. An Owner has the right to convey parking stalls separate or apart from his Unit to another Unit Owner provided such transfer is by instrument supplied by the Association. Said transfer shall not be effective until said instrument is recorded and a recorded copy delivered to the Secretary of the Association. The

Association shall be paid a reasonable fee in connection with said transfer. Any attempt to transfer a parking stall other than is outlined above shall be null and void. Owners may, however, lease their parking stalls annually to other Owners for a period not in excess of one year. There are parking Spaces designated for each Unit on Exhibit "C". In addition, there are extra Parking Spaces available in the Building which Declarant may sell to Unit Owner(s) and which shall thereafter pas as an appurtenance of the Unit. Said extra Parking Spaces are designated as P-A through P-G on Exhibit "C" attached hereto.

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. Notwithstanding any use, restriction, or other provision hereof to the contrary, Declarant is irrevocably and perpetually empowered to sell, lease or rent Units to any person and shall have the right to transact on the Condominium property any business relating to construction, repair, remodeling, sale, lease or rental of Units, including but not limited to, the right to maintain signs, employees, independent contractors and equipment and materials on the premises, to use common elements (general and limited), and to show Units. All signs and all items and equipment pertaining to sales or rentals or construction 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 Hickory Grove Condominium Association until the first annual members' meeting of said Association which shall be held as provided for in the By-Laws. Thereafter, the Board of Directors shall be selected in the manner specified in the By-Laws of the Association.

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 Hickory Grove Condominium Association. Copies of its Articles of Incorporation and By-Laws 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. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a record title to a Unit in the Condominium. The membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each Unit owned by such member.

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

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

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

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

Name	Address
Michael E. Hodge	711 South Gilbert Street Iowa City, IA 52240

ARTICLE VIII
Maintenance, Alteration and Improvement

1. Definitions. Certain terms used in this Article shall have a meaning as follows:

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

(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.

(c) Any dispute over the characterization of work within Section (a) or (b) above shall be conclusively decided by the Board of Directors of the Association.

2. Maintenance by Association.

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefore 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 during or as a result of 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, re-Building, 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 fixtures and personalty including carpets, other floor coverings, furnishings, equipment, electrical and plumbing fixtures and the like, and appliances within such Unit.

(b) The Owner of each Unit shall be responsible for maintaining and replacing the plumbing fixtures; the furnace and air conditioning Unit, including the heating ducts; the electrical fixtures or portions thereof; and any and all utilities located within the boundaries of his/her Unit. In addition, the Owner of each Unit shall be responsible for maintaining that portion of the HVAC Unit serving that Unit that may be located outside of his/her Unit.

(c) The Owner shall also, at his/her own expense, keep in a clean and sanitary condition his/her Unit, and any patio or deck which is for the exclusive use of his/her Unit. Neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles stored by the Owner on such patio or deck. Any required maintenance or repair of any patio or deck shall be done by the Association but the cost thereof assessed to the Unit Owner to which the patio or deck is adjacent.

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

(e) 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). Prior to giving such consent, the Board shall determine the proper insurance of such improvement or other alteration, consider the affect of such improvement or alteration on insurance of other property of the regime, and shall arrange for the payment of the cost of any additional insurance thereby required with such Unit Owner. 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, endanger the 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. In the judgment of the Board of Directors of the Association, whenever the common elements shall require additions, alterations, or improvements costing in excess of Ten Thousand Dollars ($10,000.00) 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 Ten Thousand Dollars ($10,000.00) 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 Units and the Owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

In addition thereto, the Board of Directors of the Association shall have the right to implement rules and regulations regarding the use of the common property within the Condominium regime and may change those rules and regulations upon thirty (30) days notice to each respective Unit Owner. Initial rules and regulations are marked Exhibit "F" and attached hereto.

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

(a) A residential Unit shall be used or occupied for single family dwelling purposes only except that the Board of Directors may allow and designate one or more Units as management offices or rental offices for the Condominium regime.

(b) 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.

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

(d) No Unit Owner shall be permitted to erect a TV antenna, satellite dish, or any other fixture, item or appurtenance on any Building roof, balcony, exterior wall or the like.

(e) 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. Initial rules and regulations are marked Exhibit "F" and attached to this Declaration.

(f) No parking of any vehicles shall be allowed except on designated driveways, parking areas and parking spaces.

(g) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, providing such entry shall be made with as little inconvenience to the Owners as practicable.

(h) A Unit Owner shall give notice to the Association of every lien against his/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.

(i) 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.

(j) No animals shall be allowed or kept within any Unit or on any of the general or Limited Common Elements of the Project unless approved by the Board of Directors for the Association under the following terms and conditions:

(i) Dogs shall only be allowed in Owner-occupied Units within the Condominium regime and not within any Units which are being rented.

(ii) No dog shall be allowed within Owner-occupied Units until written approval has been provide by the Board of Directors for the Association. The Board of Directors may delegate the authority to grant approval to a manager hired by the Board.

(iii) No dog shall be allowed that weighs more than thirty-five (35) pounds when mature or that displays any traits or behavior that would, within the sole discretion of the Board of Directors, cause any disruption to the harmonious, peaceful environment within the Condominium regime.

(iv) No more than one (1) dog per Owner-occupied Unit shall be allowed.

(v) If any dog, after being approved, is found to be a nuisance or to violate any of the terms and conditions provided herein, within the sole discretion of the Board of Directors, the Board of Directors shall have authority to immediately remove said dog from the Condominium regime.

(vi) Approved dogs may be walked on a leash within the General Common Elements of the Condominium premises but may not be tethered or kept untended on the

general or Limited Common Elements of the Project. Except when being walked on the General Common Elements, approved dogs shall be kept within the Owner's Condominium Unit.

(vii) Owner-occupied Units may have two (2) cats, but not both a dog and one or more cats, as long as the cat is confined to the Unit and is not a nuisance or does not detract from the peaceful enjoyment of the Condominium premises by all other occupants. The Board of Directors shall have the sole discretion to determine whether a cat should be allowed to remain within the Condominium premises.

(viii) The Owner of any approved dog shall be responsible for cleaning and removing any and all messes made by the dog immediately and failure to do so shall result in the removal of the dog from the Condominium premises.

(ix) The Board of Directors shall have authority to make additional rules and regulations governing animals within the Condominium regime except that any changes to the above provisions relative to dogs and cats can only be made with majority approval of all members in the Homeowner's Association.

3. Lease of Unit. A Condominium may be rented or leased by the Owner or his lessee provided the entire Unit is rented, the occupancy is only by the lessee and his family or sublessee and his family, and the period of rental is at least one month unless some other period is established in the regulations or Bylaws of the Association. No lease shall relieve the Owner of any responsibility or liability imposed by the Condominium documents as against the Association and other Owners. Further, each Unit Owner shall complete, upon the Association's request, the self-certification form requested by the City of Iowa City for the purposes of the issuance of rental permits for Units in the Regime or, in the alternative, allow access to City of Iowa City officials for inspection purposes. Any cost for such inspection for the issuance of said rental permits charged by the City of Iowa City shall be paid by the Association and then be allocated amongst those Units obtaining rental permits. The Association shall have the right to assess the cost of said fees against the Units obtaining rental permits and shall be entitled to a lien for the same.

ARTICLE X
Insurance

1. Insurance Policies. The Board shall purchase comprehensive general liability, property damage, fire, and other hazard insurance as promptly as possible following its election. The Board shall thereafter maintain such policies in force at all times and shall pay the premiums thereon from monthly Association fees. Prior to the organizational meeting of the Board, such insurance shall be procured and maintained by the Declarant.

The insurance shall be carried with reputable companies authorized to do business in Iowa in such amounts as the Board may determine. The policies shall name as insured the Association, individually, and as agent for the Unit Owners, without naming them, and as agent for their mortgagees. Declarant shall be named as an additional insured on such policies until such time as Declarant shall have conveyed all of the Condominiums in the Project. The policies shall also provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees.

2. **Coverage.** 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. The policy or policies shall also insure against loss from perils therein covered to all of the improvements in the Project. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or polices 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 also cover personal property owned in common and shall further contain waiver of subrogation rights by the carrier as to negligent Owners.

3. **Individual Owner Insurance Coverage.** An Owner may obtain coverage at his or her own expense for his or her personal property and other risks, as he/she may desire. However, no Owner shall separately insure his or her Condominium or any part thereof against loss by fire or other casualty covered by the insurance carrier under clause 1. Should any Owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance 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. **Additional Coverage.** The Board may purchase and maintain in force at the expense of the common maintenance fund, debris removal insurance, loss of rent coverage, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain worker'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.

5. **Loss Adjustment.** The Board is hereby appointed as the attorney-in-fact for all Owners and mortgagees to adjust all claims arising under the insurance policies purchased by the Association and to execute and deliver all releases upon payment of claims.

6. **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, including any proceeds payable under any loss of rents coverage, shall be segregated according to losses suffered by each Unit or Units and/or the common area, and shall be paid to the Association as trustee for the Owner or Owners and for the encumbrancer or encumbrancers, as their 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 re-Buildings 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 by 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, 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 Owner 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 paragraphs (a), (b) or (c) of this clause and there is any deficiency between the insurance proceeds paid for the damage to the common area and the contract price for repairing or 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 the then prevailing rules of the American Arbitration Association.

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

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

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

ARTICLE XI
Termination

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

(a) **Destruction.** In the event it is determined in the manner elsewhere provided that the Buildings shall not be reconstructed because of major damage, the Condominium plan of Ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa (2005).

(b) **Agreement.** The Condominium may be terminated at any time by the approval in writing of all of the Owners of the Condominium and by holders of all liens affecting any of the Units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa (2005). It shall be the duty of every Unit Owner and his respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the Project when at a meeting duly convened of the Association, the Owners of 100% of the voting power, and all record Owners of mortgages upon Units in the Regime, elect to terminate and/or sell the Project.

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

2. Form of Ownership after Termination. After termination of the Condominium, the Project will be held as follows;

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

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

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

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

ARTICLE XII
Amendments and Miscellaneous Provisions

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 to be considered. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the Bylaws of the Association.

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

(c) **Bylaws.** If an amendment to this Declaration is made by amending the Bylaws of the Association, then the amendment shall be made in the manner specified in such Bylaws.

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

2. Amendment of Ownership Interest. Except as specified in Article I, Section B(2)(a), no amendment shall change the fractional interest of Ownership in the common elements appurtenant to a Unit, nor increase the Owner's share of the common expenses unless the record Owner of the Unit concerned and all record Owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

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

HODGE CONSTRUCTION COMPANY

BY: _____
Michael E. Hodge, President and Secretary

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 9th day of May, 2005, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of said corporation; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Michael E. Hodge as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Notary Public in and for the
State of Iowa.

JESSICA L HODGE
Notarial Seal - IOWA
Commission No. 733187
My Commission Expires 2/25/2008

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 as follows:

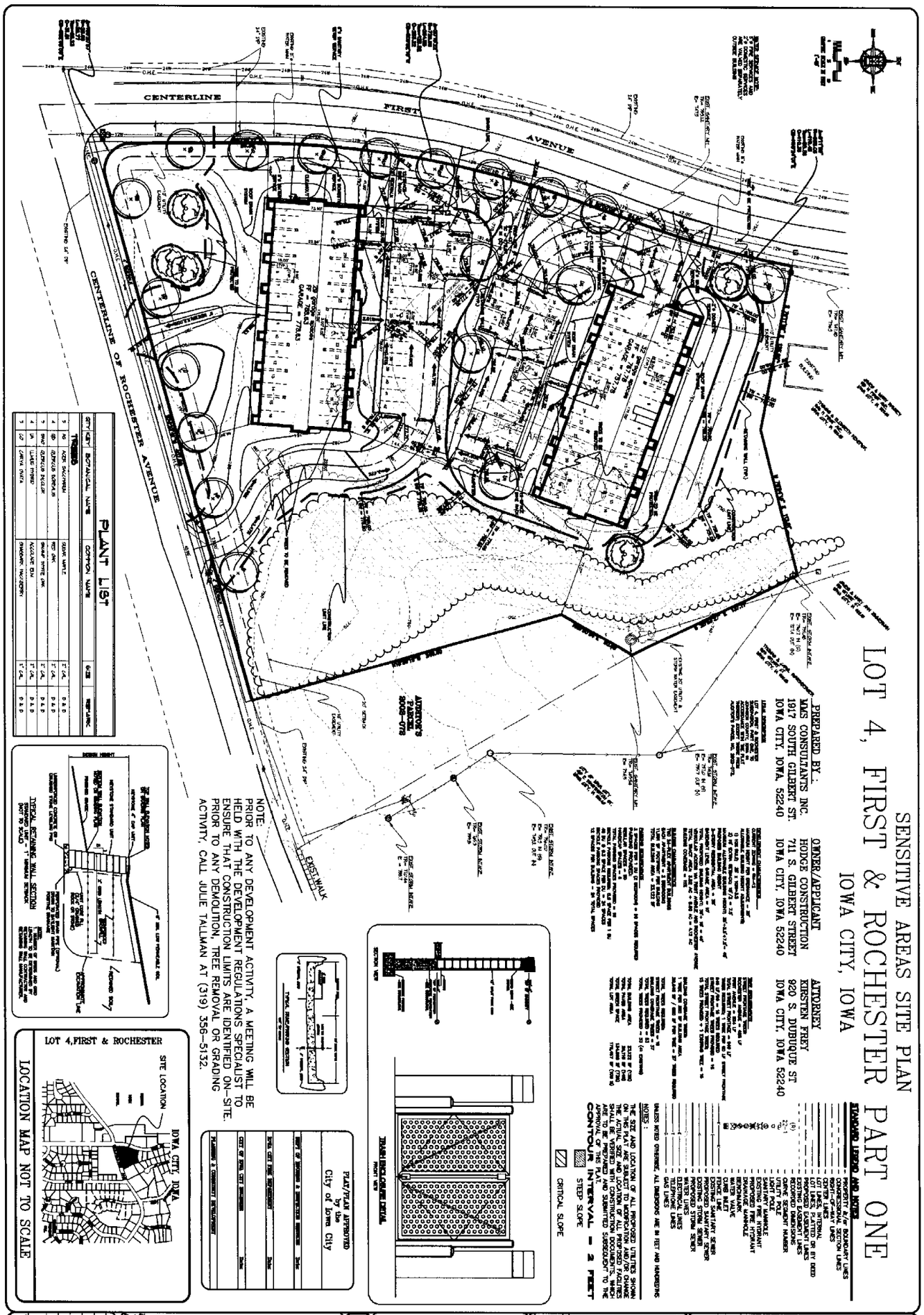
Lot 4, First and Rochester, Part One, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Book 23, Page 78, Plat Records of Johnson County, Iowa, excepting Auditor's Parcel 2002-072 as per Plat of Survey recorded in Book 44, Page 334, Plat Records of Johnson County, Iowa.

2. **Description of Units and Ownership Interests.** The Ownership interests in the Common Elements, voting rights and Unit designation of each Unit in the Regime is set forth below.

Building	Unit	Percentage Ownership in Common Elements	Pro Rata Share of Expenses	Votes in Association	Designated Parking Space #
470 N. 1st Ave.	101	2.08%	4.17%	1	101
	102	2.08%	4.17%	1	102
	103	2.08%	4.17%	1	103
	104	2.08%	4.17%	1	104
	105	2.08%	4.17%	1	105
	106	2.08%	4.17%	1	106
	107	2.08%	4.17%	1	107
	108	2.08%	4.17%	1	108
	201	2.08%	4.17%	1	201
	202	2.08%	4.17%	1	202
	203	2.08%	4.17%	1	203
	204	2.08%	4.17%	1	204
	205	2.08%	4.17%	1	205
	206	2.08%	4.17%	1	206
	207	2.08%	4.17%	1	207
	208	2.08%	4.17%	1	208
	301	2.08%	4.17%	1	301
	302	2.08%	4.17%	1	302
	303	2.08%	4.17%	1	303
	304	2.08%	4.17%	1	304
	305	2.08%	4.17%	1	305
	306	2.08%	4.17%	1	306
	307	2.08%	4.17%	1	307
	308	2.08%	4.17%	1	308

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 Building plans, Exhibit "C" attached hereto and incorporated herein. The patio or deck appurtenant to any Unit is designated as Limited Common Elements for that Unit. Parking Spaces are also Limited Common Elements for the applicable Unit Owner at such time as said Parking Space has been deeded to the original Unit Owern.

EXHIBIT B
PAGE



HODGE CONSTRUCTION
24-PLEX APARTMENTS
470 North First Avenue
IOWA CITY, IOWA

REFERENCE INDICATIONS

BUILDING SECTION — SECTION IDENTIFICATION, SHEET WHERE SHOWN

ROOM IDENTIFICATION — ROOM

DETAIL — SECTION IDENTIFICATION, SHEET WHERE SHOWN

ELEVATIONS — FLOOR

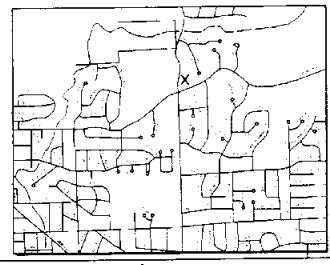
WALL SECTION — SECTION IDENTIFICATION, SHEET WHERE SHOWN

DOOR NUMBER

MATERIAL SYMBOLS

CONCRETE
CONCRETE MASONRY UNIT
ROUGH WOOD
STEEL
BATT INSULATION
RIGID INSULATION
BRICK
PLYWOOD

PROJECT LOCATION:
470 NORTH FIRST AVENUE



INSPECTION DEPARTMENT REVIEW NOTES:

City of Iowa City Building Department
Plan Review Comments (July 2004)

1. A minimum (1A:B) label fire extinguisher shall be mounted in an accessible location within each dwelling unit. (Sec. 14 SE 3 Iowa City Housing Code)
2. Single and multiple station smoke alarms shall be installed and maintained in all bedrooms, hallways leading to bedrooms as well as on each floor level. (Sec. 907.2.10.1 IBC)
3. An approved key box shall be installed at an approved location at all exterior apartment buildings. (Sec. 506.1 International Fire Code)
4. Knox Rapid Entry system (steel box with padlock attached needs to be completed prior to issuance of the building permit).
5. The ground floor must meet accessibility requirements of the Iowa State Building Code, Division VIII. This includes, but is not limited to:
   a. Handicapped parkers as required on all off-street area spaces. (Spaces may have a maximum 1" threshold height).
   b. Bedroom water closets to allow for future grab bar installation.
   c. Security, light switches and environmental controls must meet building height specifications.
   d. Audible and visual alarms are required in the normal areas. Fire alarm visual within apartments must be capable of supporting audible and visual alarm levels.
   e. An accessible route to the building entrance is required. Data plate information is not adequate enough to verify if slopes are within accessibility guidelines. Side load ramps (1:8 per 60 in accessible route may not exceed 1:10 (applicable/slope).
5. No mechanical plumbing systems are required throughout the building. (Sec. 713.1.8). Plans must be submitted to the Fire Marshall for review. Verification of installation and testing must be witnessed and approved by the Fire Marshall prior to occupancy.
6. Fire alarm system plans need to be submitted to the Fire Marshall for review. Verification of installation and testing as per NFPA 72 Standard must be witnessed and approved prior to occupancy. A copy of the monitoring contract is needed.
7. The building address needs to be posted on the building exterior and be clearly visible from the street. Individual unit address need to be posted on each as street entry door.
8. Fire door assemblies in exit enclosures shall not be automatic closing by default of a fusible link. (Sec. 715.3.6 as amended).
9. Attic access must maintain the required fire resistive construction.
10. Where dwelling unit separation does not extend to the floor sheathing above, draft stopping is required in line with the dwelling separation to the floor system. (Sec. 717.4.2)
11. Safety glazing is required in hazardous locations as defined by Sec. 2406. This includes within 24 in. (61 cm) of the bottom of glazing if the bottom edge is within 60" of a walking surface.
12. The building shall not be occupied until a certificate of occupancy has been issued. A certificate of occupancy will not be issued until all inspection issues have been resolved. (Sec. 110)
13. No energy audit is needed prior to issuance of the building permit.
14. An approved set of construction drawings, including plan review comments, needs to be kept in the job site and available to the building inspector. (Sec. 106.3.4)
15. A minimum 10" square inlet opening for dryer passage will be required in laundry rooms. Dryer openings and duct underneath can terminate in this opening area.
16. Note that oversized windows may need to be maintained behind shower, sink, washer stub downs, gas fireplaces.
17. Fire resistive requirements:
   a. Floor/ceiling assemblies may have to be protective unless specifically tested for the assembly. The UL rating does allow insulation in tested systems provided no additional layers of gypsum are added. Note the gas line protection assembly GA4 was tested without insulation.
   b. The roof/ceiling assembly must be as per a tested assembly design. Typical for this application is two layers of gypsum.
   c. The roof ceiling of the water unit will need to be a tested one-hour assembly.
   d. The elevator shaft wall construction must continue to the roof sheathing, or if a tested 1 hour roof/ceiling assembly is provided, the ventilation opening would need to maintain the two hour rating.
   e. Note that assembly GA5 (sprinkler protection) if the 5/8" steel rebar requires a mesh covering as per the listing.
18. Stairs must have risers (Sec. 1709.3.3.4.2). Note the exterior stairs.
19. Stair handrails require extensions. (Sec. 1709.3.3.11.3). Note exterior stairs.
20. Mechanical equipment must be able to be removed and replaced without destroying or removing other portions of permanent construction. Note clearances in the mechanical. Access will need to be verified.
21. Standpipes may be required for the stairs and risers. (Sec. 913.3.1). Review by the fire marshal is needed in order to verify fire department access needs. This may be in conjunction with the sprinkling system.

CODE ANALYSIS

24 Plex Apartment, North Building - 470 North First Avenue

Code Review						Code section
2000 International Building Code						
Occupancy classification						Chapter 3
Lower level garage	S-2					
First, second and third floors	R-2					
Occupancy separation						302.3.3 Exception 1
Provide 1 hour fire-rated barrier between S-2 and R-2						
Provide 1 hour fire separation between dwelling units						
Occupant loads	Factor	SF	Load	Total		Table 1003.2.2.2
Basement (parking)	200	11,350	56	56		
First Floor	200	1,300	6/unit	48		
Second Floor	200	1,300	6/unit	48		
Third Floor	200	1,300	6/unit	48		
Type of Construction	Type V-A					
Allowable Height	60ft. 3 stories					Table 503
Allowable area	12600sf/flr					
Fire-resistive requirements						Table 601
Structural frame	1 HR					
Bearing Walls	1 HR					
Non-bearing walls	1 HR					
Floor Construction	1 HR					
Roof Construction	1 HR					
Install an automatic sprinkler system	NFPA13R					903.2.8, 903.2.11
Install a fire alarm system						907.2.9
Provide an approved supervisory station for the fire alarm system and automatic sprinkler system						901.6.1, 901.6.2
Provide electronic supervision for all valves controlling the water supply for the automatic sprinkler system and water flow switches on the sprinkler system.						903.4
Connect approved audible and visible devices to the automatic sprinkler system and water flow switches on the sprinkler system						903.4.2
Provide quick response or residential automatic sprinklers in all dwelling units and sleeping rooms						903.3.1
Install smoke alarms in each sleeping room and on the ceiling outside each sleeping area.						907.2.10.1.2
Connect the smoke alarms to the building wiring and provide battery backup						907.2.10.2
Interconnect the smoke alarms so that activation of one alarm will activate all the alarms in an individual unit						907.2.10.3
Provide exit signs at all common exit doors						1003.2.10.1
Provide tactile and signs adjacent to each door to the stairways.						1003.2.10.3
Illuminate the means of egress to not less than 1 foot candle at the floor level at all times and provide an emergency power system to maintain the lighting for a duration not less than 90 minutes						1003.2.11, 1003.2.12.2
Provide 1 hour fire-rated corridor walls.						1004.3.2.1
Provide 20 minute fire-rated doors to the corridor.						Table 715.2
Provide 1 hour fire-rated exit stair shaft enclosures						707.4
Provide 1 hour fire-rated enclosures for all stair shaft enclosures						707.4
Provide 1 hour fire-rated assemblies on all openings in stair shaft enclosures						Table 715.2
Provide 2 hour fire-rated shaft enclosure.						707.4
Walls, partitions, and floor/ceiling assemblies separating dwelling units from each other shall have a sound transmission class (STC) of not less than 50						1206.2
Floor/ceiling assemblies between dwelling units shall have an impact insulation class (IIC) of not less than 50						1206.3

INDEX OF DRAWINGS

G-001 COVER SHEET

STRUCTURAL DRAWINGS
S-1 FOUNDATION PLAN
S-2 FIRST FLOOR FRAMING PLAN
S-3 SECOND FLOOR FRAMING PLAN
S-4 THIRD FLOOR FRAMING PLAN
S-5 FOUNDATION DETAILS
S-6 FIRST FLOOR DETAILS
S-7 FRAMING DETAILS
S-8 ELEVATOR & ENTRANCE DETAILS
S-9 SHEAR WALL DETAILS

ARCHITECTURAL DRAWINGS
A-101 BASEMENT FLOOR PLAN
A-102 FIRST FLOOR PLAN
A-103 SECOND FLOOR PLAN
A-104 THIRD FLOOR PLAN
A-114 THIRD FLOOR REFLECTED CEILING PLAN
A-131 ROOF PLAN
A-201 EXTERIOR ELEVATIONS - NORTH BUILDING
A-301 WALL SECTIONS
A-401 ENLARGED PLAN - TYPICAL UNIT
A-501 DETAILS

ORIGIN A. DOBBERTEEN — STATE OF IOWA — 2097 — REGISTERED ARCHITECT

I hereby certify that the portion of these technical submission described herein are prepared by me or under my direct supervision and responsible charge. I am a duly registered Architect under the laws of the State of Iowa.

ORIGIN A. DOBBERTEEN

Registration expires June 30, 2004

Pages or sheets covered by this seal:

Date issued:

ROSANNE M. EDWARDS — 00018 — PROFESSIONAL ENGINEER — IOWA

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.

Signature

Printed or typed name

My license renewal date is December 31, _____

Pages or sheets covered by this seal:

Date issued:

NEUMANN MONSON ARCHITECTS
A PROFESSIONAL CORPORATION
[illegible] COLLEGE ST. IOWA CITY, IA 52240
319 338 7878 FAX 319 338 7879

Consultants:

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.08
Drawn by:
Checked by:

Issue:

Date	Description
06.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

Note:
HOLD WRITTEN DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT WITH CONTRACTOR AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION. FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. REVIEW PROJECT MANUAL.

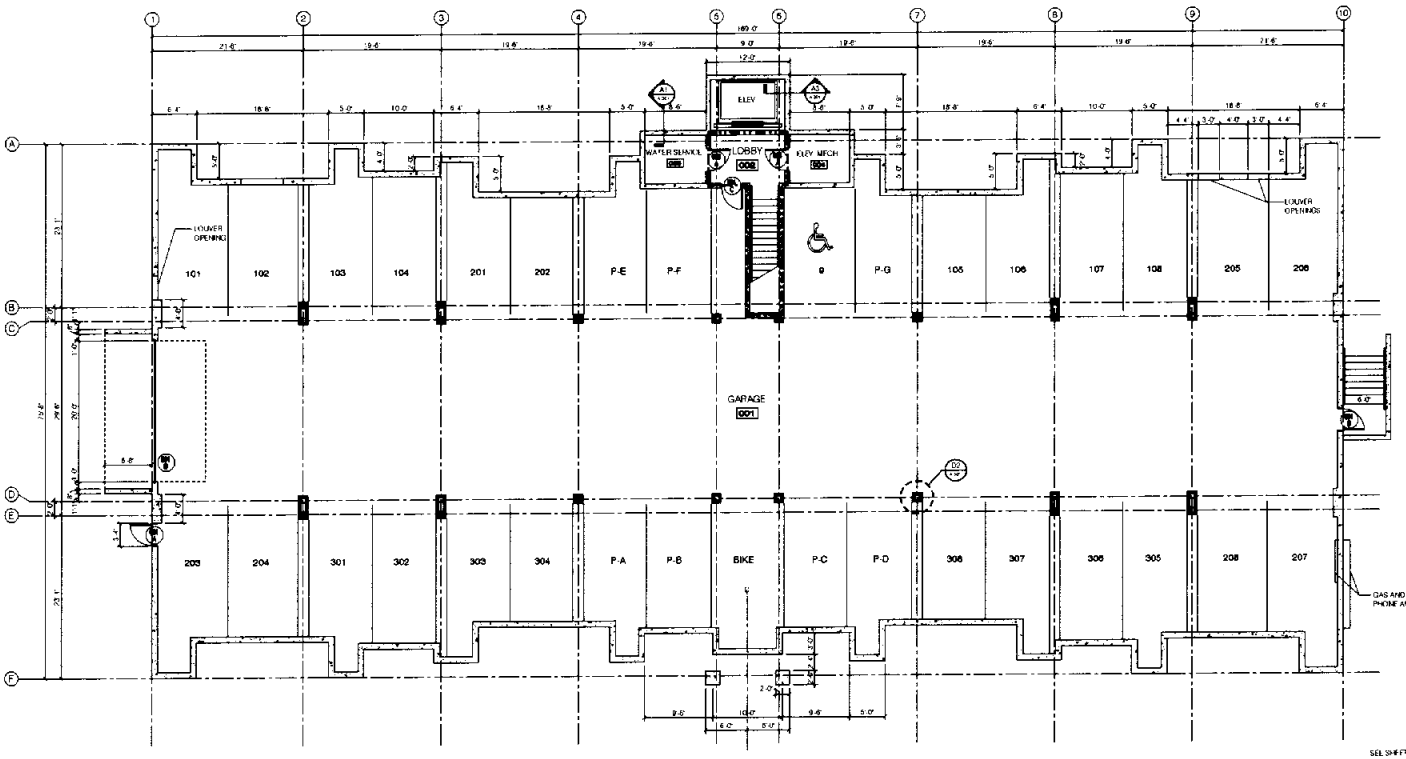
© COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OF CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
COVER SHEET

Sheet Number:
G-001

EXHIBIT C
PAGE

Book: 3875 Page: 551 Seq: 29



SEE SHEET A 401 FOR TYPICAL UNIT DIMENSIONS

LEGEND

1 HOUR FIRE BARRIER

2 HOUR FIRE BARRIER

BASEMENT FLOOR PLAN-NORTH BUILDING

PLAN NORTH

DOOR AND FRAME SCHEDULE

NO.	ROOM	MIN. SIZE-PR WxH	FIRE RTNG.	NOTES
001A	GARAGE	36 x 80	–	–
001B	GARAGE	36 x 80	–	–
001C	GARAGE	36 x 80	60 MIN	–
001D	GARAGE	240 x 84	–	–
003A	WATER SERVICE	36 x 80	60 MIN	–
004A	ELEV. MECH.	36 x 80	60 MIN	–

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
[illegible] COLLEGE ST. IOWA CITY, IA 52240
319 338 7878 319 338 [illegible] FAX

Consultants:

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.051
Drawn by:
Checked by:

Issue:

Date	Description
06.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

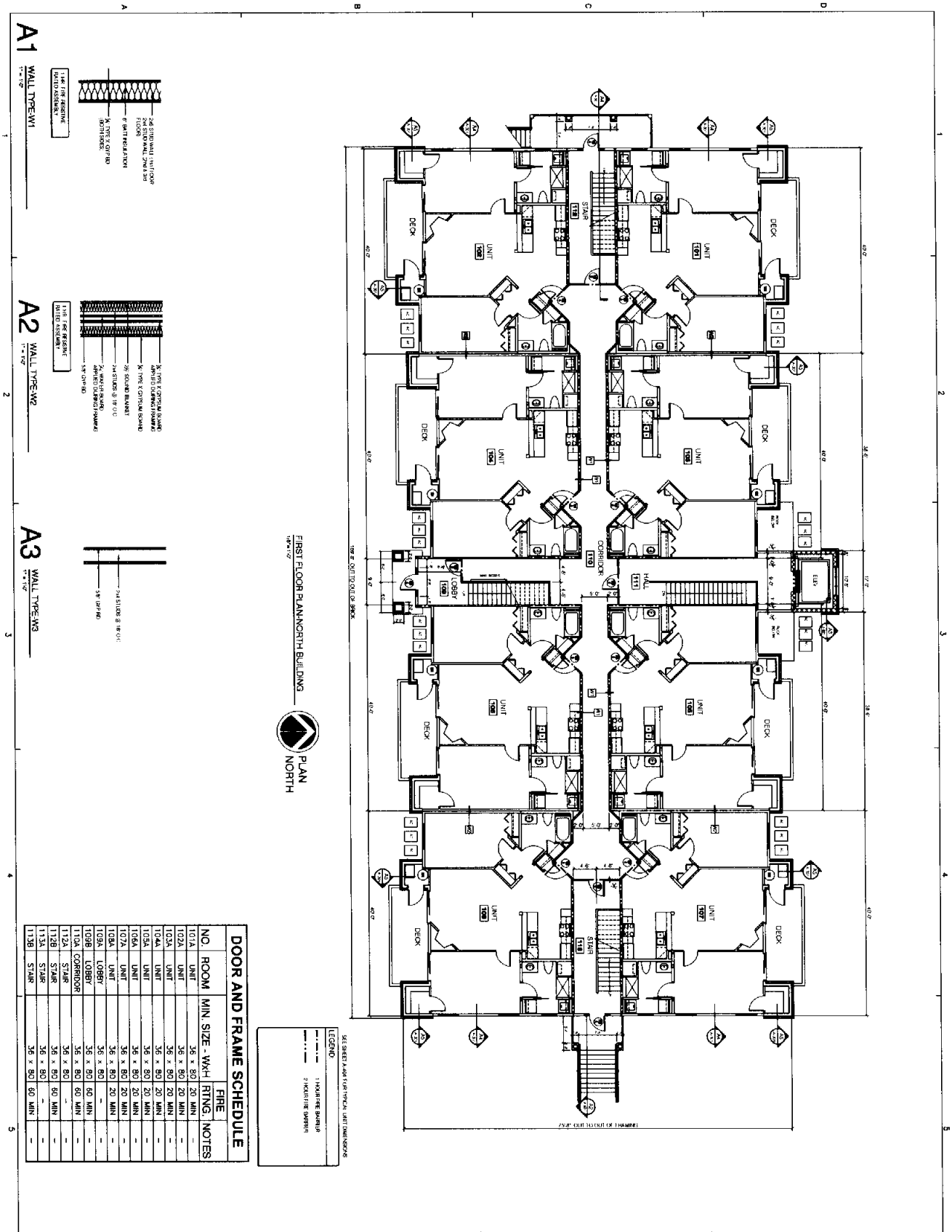
Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND SPACE ARRANGEMENT BEFORE LAY OUT AND CONSTRUCTION. ALL WORK TO BE INSTALLED IN ACCORDANCE WITH MANUFACTURER'S RECOMMENDATIONS UNLESS NOTED OTHERWISE. REFER TO OTHER DRAWINGS AND PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
BASEMENT FLOOR PLAN

Sheet Number:
A-101

Book: 3875 Page: 551 Seq: 30



A1 WALL TYPE:W1

1 HR. FIRE RESISTIVE RATED ASSEMBLY

2x6 STUD WALL 24"o/c 3pcf FLOOR

6" BATT INSULATION

5/8" TYPE X GYP BD (BOTH SIDES)

A2 WALL TYPE:W2

1 HR. FIRE RESISTIVE RATED ASSEMBLY

5/8" TYPE X GYPSUM BOARD APPLIED VERTICALLY (SHAFT SIDE)

5/8" TYPE X GYPSUM BOARD

3½" SOUND BLANKET

2x4 STUDS @ 16" O.C.

2x4 WALER BOARD APPLIED DIRECTLY FRAMING

5/8" GYP BD

A3 WALL TYPE:W3

2x4 STUDS @ 16" O.C.

5/8" GYP BD

DOOR AND FRAME SCHEDULE

NO.	ROOM	MIN. SIZE - WxH	FIRE RTNG.	NOTES
101A	UNIT	36 x 80	20 MIN	-
102A	UNIT	36 x 80	20 MIN	-
103A	UNIT	36 x 80	20 MIN	-
104A	UNIT	36 x 80	20 MIN	-
105A	UNIT	36 x 80	20 MIN	-
106A	UNIT	36 x 80	20 MIN	-
107A	UNIT	36 x 80	20 MIN	-
108A	UNIT	36 x 80	20 MIN	-
109A	LOBBY	36 x 80	-	-
109B	LOBBY	36 x 80	60 MIN	-
110A	CORRIDOR	36 x 80	60 MIN	-
112A	STAIR	36 x 80	-	-
112B	STAIR	36 x 80	60 MIN	-
113A	STAIR	36 x 80	-	-
113B	STAIR	36 x 80	60 MIN	-

NEUMANN MONSON ARCHITECTS

Owner: HODGE CONSTRUCTION

Project Title: 24 PLEX

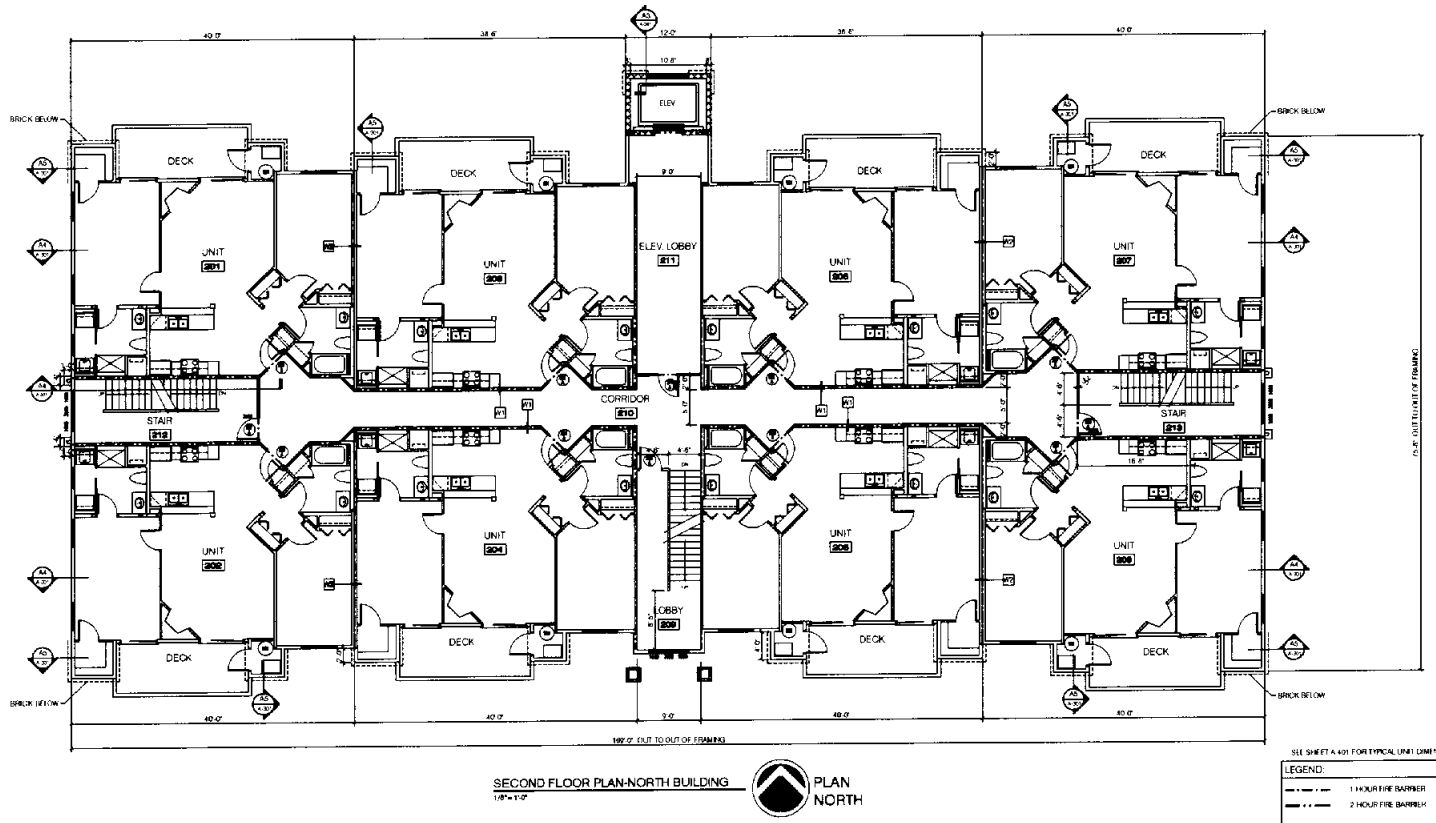
Project No.: 04-GEN
Drawn By:
Checked By:

Date	Description
06.28.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

Sheet Title: FIRST FLOOR PLAN

Sheet Number: A-102

Book: 3875 Page: 551 Seq: 31



SECOND FLOOR PLAN-NORTH BUILDING
1/8" = 1'-0"

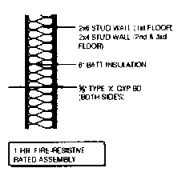
PLAN NORTH

SEE SHEET A 401 FOR TYPICAL UNIT DIMENSIONS

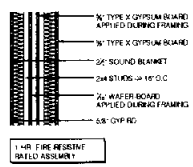
LEGEND:
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER

DOOR AND FRAME SCHEDULE

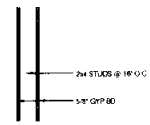
NO.	ROOM	MIN. SIZE - WxH	FIRE RTNG.	NOTES
201A	UNIT	36 x 80	20 MIN	–
202A	UNIT	36 x 80	20 MIN	–
203A	UNIT	36 x 80	20 MIN	–
204A	UNIT	36 x 80	20 MIN	–
205A	UNIT	36 x 80	20 MIN	–
206A	UNIT	36 x 80	20 MIN	–
207A	UNIT	36 x 80	20 MIN	–
208A	UNIT	36 x 80	20 MIN	–
209A	LOBBY	36 x 80	60 MIN	–
211A	ELEV. LOBBY	36 x 80	60 MIN	–
212A	STAIR	36 x 80	60 MIN	–
213A	STAIR	36 x 80	60 MIN	–



A1 WALL TYPE-W1
1" = 1'-0"



A2 WALL TYPE-W2
1" = 1'-0"



A3 WALL TYPE-W3
1" = 1'-0"

NEUMANN MONSON ARCHITECTS
A PROFESSIONAL CORPORATION
E COLLEGE ST IOWA CITY IA 52240
319 338 7878 319 338 [illegible] FAX

Consultants:

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.09
Drawn by:
Checked by:

Issues:

Date	Description
06.28.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

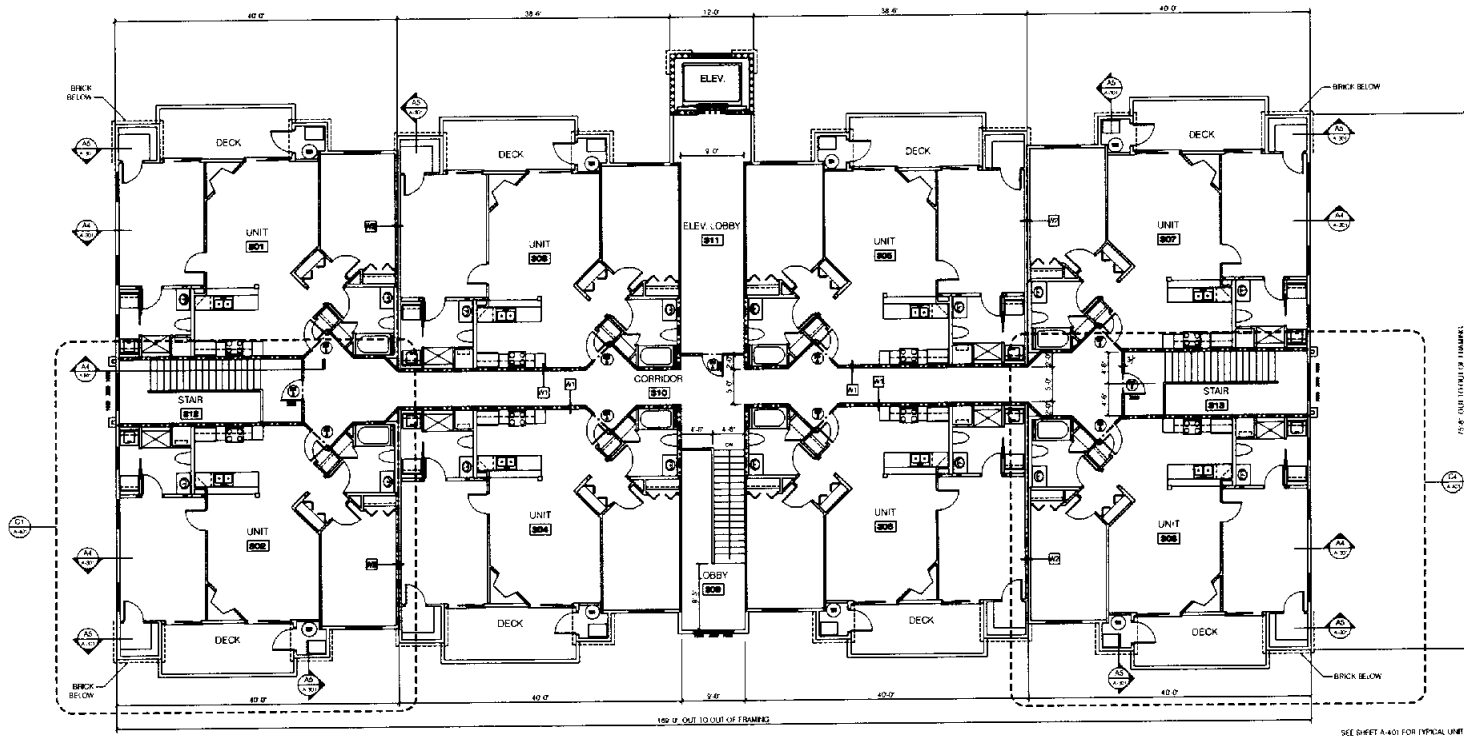
Note:
FIELD VERIFY ALL DIMENSIONS AND CONDITIONS. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE BUILDING DATA. DIMENSIONS AND CONDITIONS. ALL WORK PRIOR TO INSTALLATION. REPORT ACCURACY AND NON-CONFORMANCE WITH OTHER TRADES. YOUR PROJECT MANAGER.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
SECOND FLOOR PLAN

Sheet Number:
A–103

Book: 3875 Page: 551 Seq: 32



THIRD FLOOR PLAN-NORTH BUILDING

PLAN NORTH

SEE SHEET A-401 FOR TYPICAL UNIT DIMENSIONS

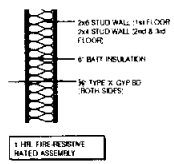
LEGEND

1 HOUR FIRE BARRIER

2 HOUR FIRE BARRIER

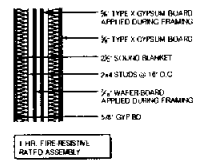
DOOR AND FRAME SCHEDULE

NO.	ROOM	MIN. SIZE - WxH	FIRE RTNG.	NOTES
301A	UNIT	36 x 80	20 MIN.	-
302A	UNIT	36 x 80	20 MIN.	-
303A	UNIT	36 x 80	20 MIN.	-
304A	UNIT	36 x 80	20 MIN.	-
305A	UNIT	36 x 80	20 MIN.	-
306A	UNIT	36 x 80	20 MIN.	-
307A	UNIT	36 x 80	20 MIN.	-
308A	UNIT	36 x 80	20 MIN.	-
311A	ELEV. LOBBY	36 x 80	60 MIN	-
312A	STAIR	36 x 80	60 MIN	-
313A	STAIR	36 x 80	60 MIN	-



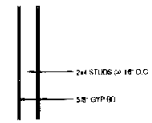
1 HR. FIRE RESISTIVE RATED ASSEMBLY

A1 WALL TYPE-W1



1 HR. FIRE RESISTIVE RATED ASSEMBLY

A2 WALL TYPE-W2



A3 WALL TYPE-W3

NEUMANN MONSON ARCHITECTS
A PROFESSIONAL CORPORATION
119 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7858 FAX

Consultants:

Project Title:

24 PLEX

Owner:

HODGE CONSTRUCTION

Project No.: 04-09

Drawn by:

Checked by:

Issue:

Date	Description
08.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

Note:

FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONTRACT SHOP DRAWINGS AND SHEET APPROPRIATE DRAWINGS. LAY OUT AND DIMENSIONAL ALL WORK PRIOR TO INSTALLATION. FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, ENCLOSURE OF CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

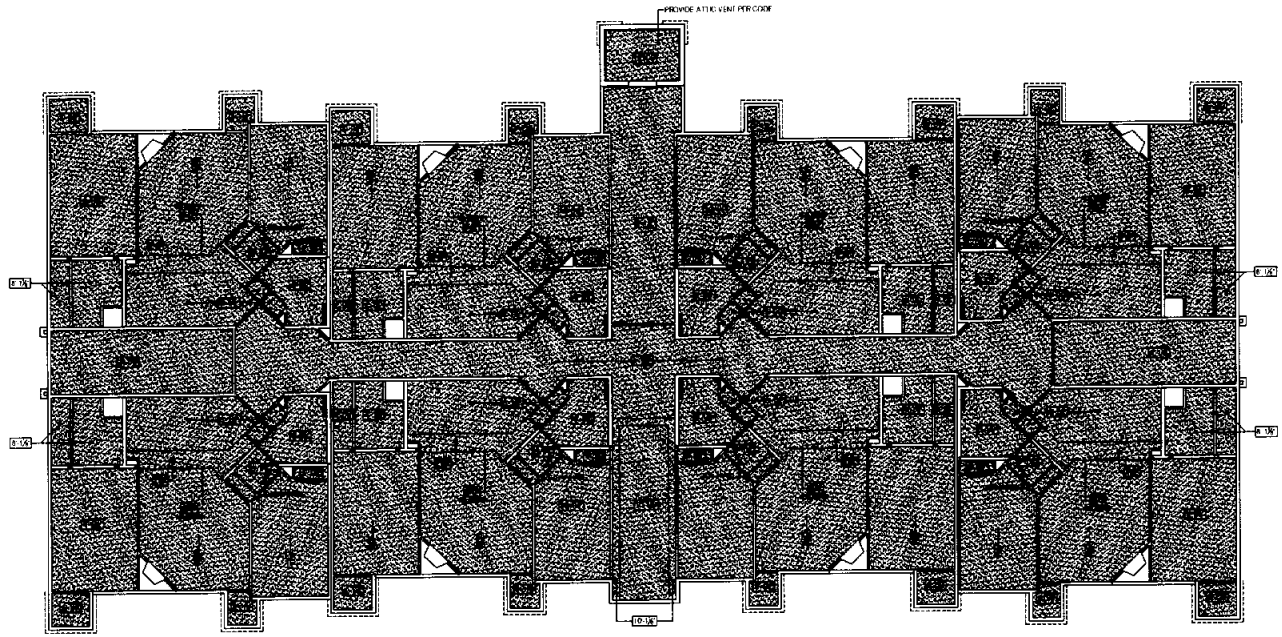
Sheet Title:

THIRD FLOOR PLAN

Sheet Number:

A-104

Book: 3875 Page: 551 Seq: 33



THIRD FLOOR CEILING PLAN-NORTH BUILDING

1/8"= 1'-0"

PLAN NORTH

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
[illegible] COLLEGE ST. IOWA CITY IA [illegible]
319 338-7878 319 338 [illegible] FAX

Consultants:

Project Title:

24 PLEX

Owner:

HODGE CONSTRUCTION

Project No.: 04JDN
Drawn by:
Checked by:

Issue:

Date	Description
06.28.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

Note:

FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND ERECTION DRAWINGS. ALL NOT BE OBSERVABLE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-CONFORMANCE WITH SPECIFICATIONS. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

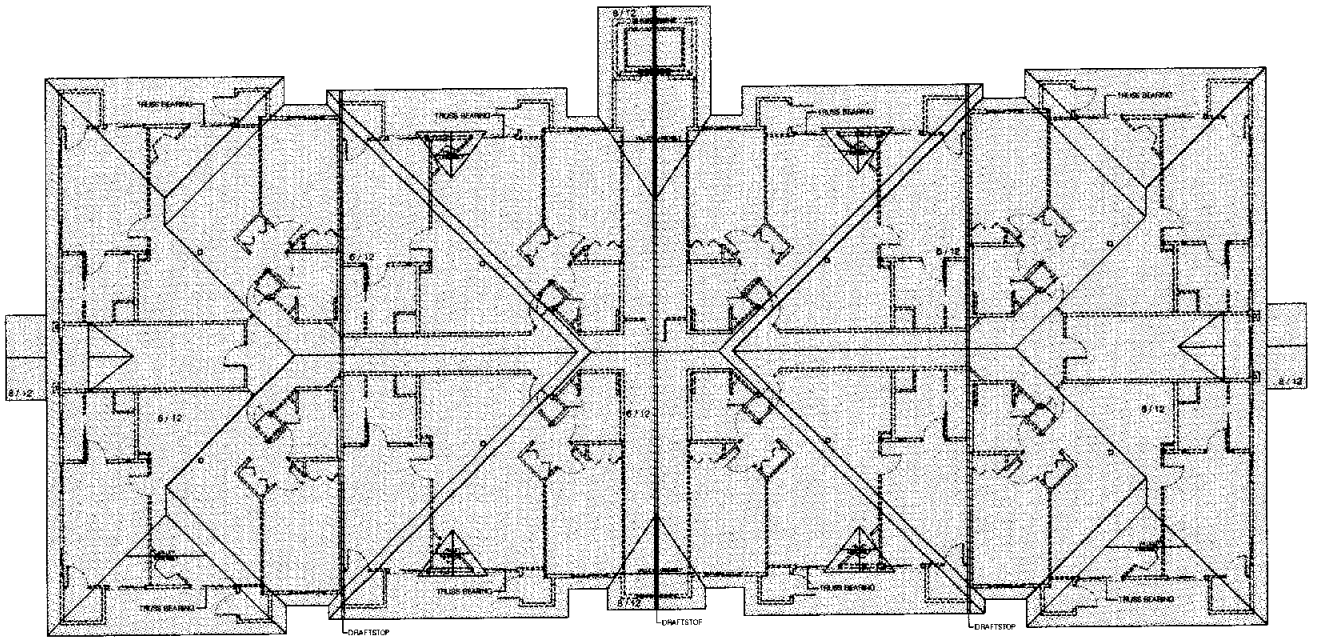
Sheet Title:

REFLECTED CEILING PLAN

Sheet Number:

A-114

Book: 3875 Page: 551 Seq: 34



NOTE
PROVIDE DRAFTSTOPS TO DIVIDE ATTIC INTO 3000 S.F. MAXIMUM.

ROOF PLAN-NORTH BUILDING
1/8" = 1'-0"

PLAN NORTH

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
[illegible] COLLEGE ST. IOWA CITY IOWA 52240
319 338 7878 319 338 [illegible] FAX

Consultants:

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.09
Drawn by:
Checked by:

Issues:

Date	Description
06.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

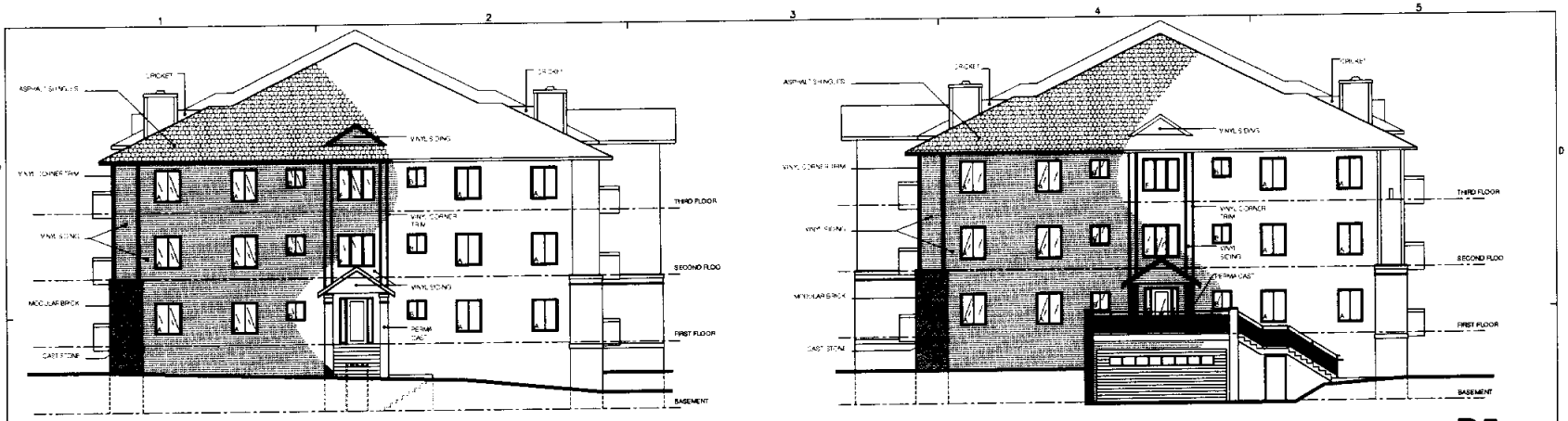
Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. ORIGINAL SHOP DRAWINGS AND OTHER REPRODUCIBLE DRAWINGS, LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION. FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

© COPYRIGHT
UNAUTHORIZED REPRINT, REUSE/USE OF CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
ROOF PLAN

Sheet Number:
A-131

Book: 3875 Page: 551 Seq: 35



D1 EAST ELEVATION

WEST ELEVATION D5



B2 NORTH ELEVATION

WINDOW SCHEDULE	
A	4'-0" X 5'-0" SLIDER
B	3'-0" X 3'-0" SLIDER
C	5'-0" X 5'-0" SLIDER
D	5'-0" X 5'-0" SLIDER W/ 1'-0" TRANSOMS
E	5'-0" X 5'-0" FIXED W/ 1'-0" TRANSOMS
F	5'-0" X 5'-0" FIXED

INTERNATIONAL RESIDENTIAL CODE, SECTION 310:

SECTION R310.1 Emergency escape and rescue required. Basements with habitable spaces and ~~every~~ sleeping room shall have at least one operable emergency escape and rescue window or ~~exterior~~ door. Where openings are provided as a means of escape or rescue they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply with ~~Section~~ R310.3. The net clear opening dimensions required by this section shall be obtained by the normal operation of the window or door opening from the inside. Escape and rescue window openings with a finished sill height below the adjacent ground elevation shall be provided with a window well in accordance with ~~Section~~ R310.2.

SECTION R310.1.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m²).

EXCEPTION: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m²).

SECTION R310.1.2 Minimum opening height. The minimum net clear opening height shall be 24 inches (610 mm).

SECTION R310.1.3 Minimum opening width. The minimum net clear opening width shall be 20 inches (508 mm).

SECTION R310.1.4 Operational constraints. Emergency escape and rescue openings shall be openable from the inside of the room without the use of keys or tools.



A2 SOUTH ELEVATION

NEUMANN MONSON ARCHITECTS
A PROFESSIONAL CORPORATION
THE COLLEGIST IOWA CITY, IA 52240
319 338 7878 319 338 7879

Consultants:

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.09
Drawn by:
Checked by:

Issue:

Date	Description
06.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

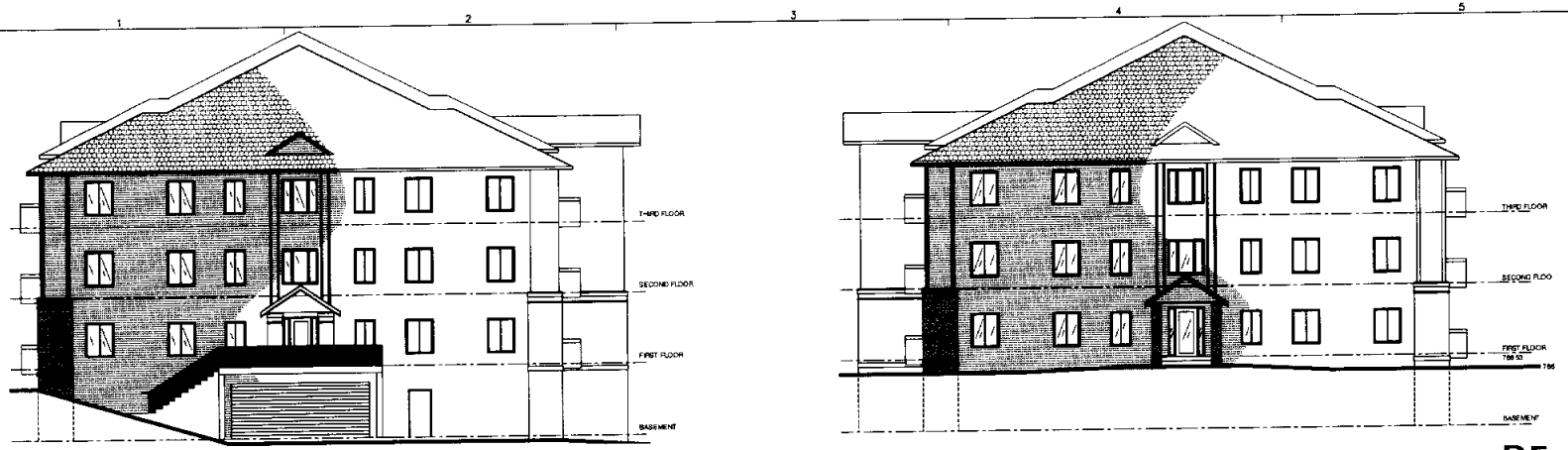
Note:
FIELD VERIFY ALL DIMENSIONS AND RELATIONSHIPS. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS FOR SIZE AND CONFIRM ALL ITEMS PRIOR TO INSTALLATION. ANY ACCURACY AND NON-CONFORMANCE WITH OTHER TRADES TO BE REPORTED MANUAL.

© COPYRIGHT
UNAUTHORIZED COPIES, EXCLUSIVE OF CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
EXTERIOR ELEVATIONS - NORTH BUILDING

Sheet Number:
A-201

Book: 3875 Page: 551 Seq: 36



D1 EAST ELEVATION

WEST ELEVATION D5



B2 NORTH ELEVATION



A2 SOUTH ELEVATION

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 COLLEGE ST IOWA CITY IA 52240
319 338 7878 319 338 7570

Consultants:

Book: 3875 Page: 551 Seq: 37

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.08
Drawn by:
Checked by:

Issue:

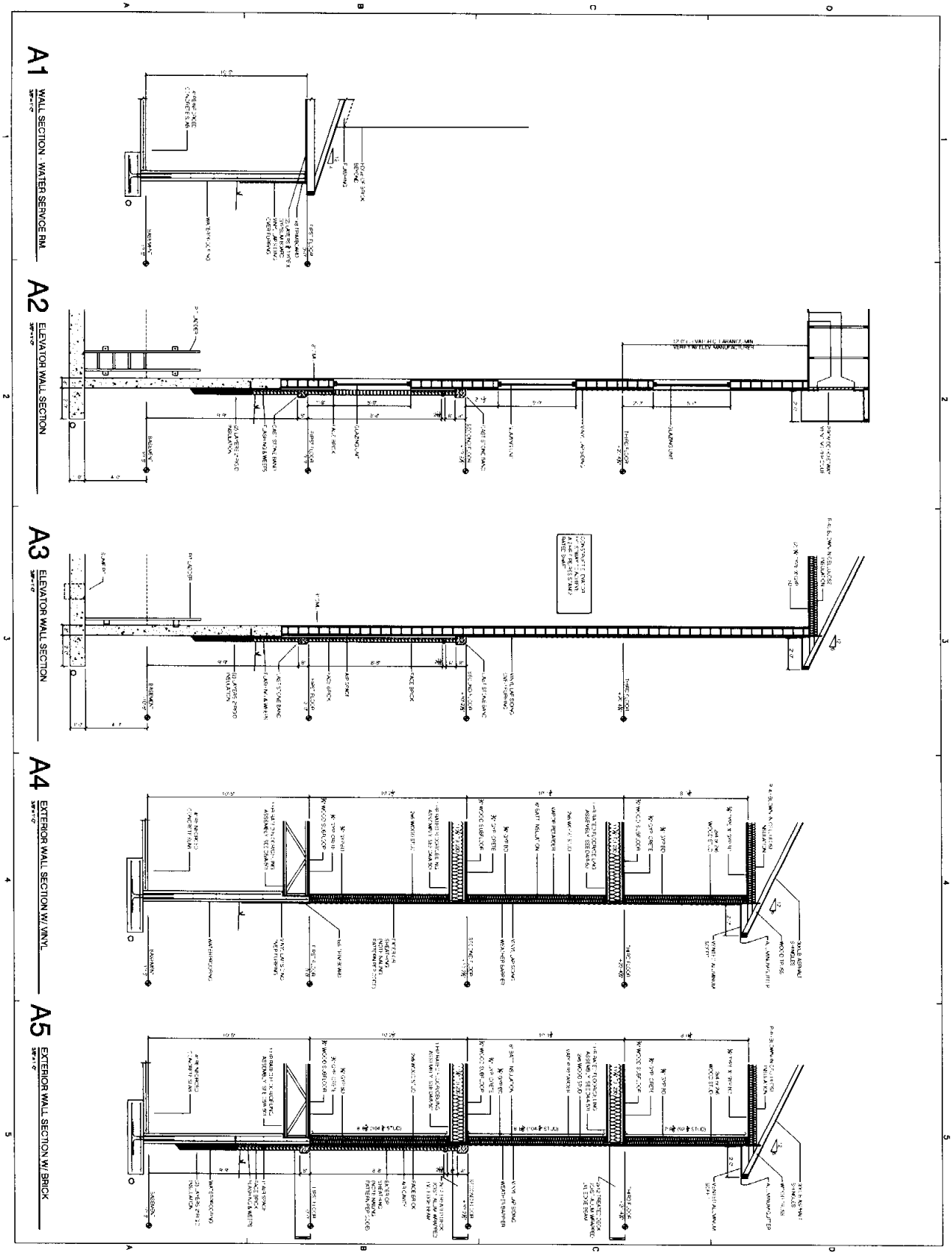
Date	Description
08.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION. NOTIFY ARCHITECT AND NON-CONFORMING WORK WHERE IT EXISTS. READ PROJECT MANUAL.

© COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OF CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
EXTERIOR ELEVATIONS- SOUTH BUILDING

Sheet Number:
A-202



NEUMANN MONSON ARCHITECTS

Consultants

Owner
HODGE CONSTRUCTION

Project Title
24 PLEX

Project No: CH-05
Drawn by
Checked by

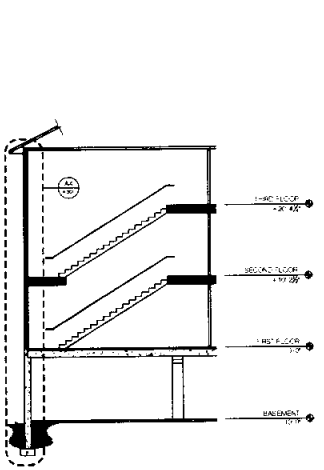
Issue

Date	Description
DEC 29, 04	PERMIT DRAWINGS
DEC 02 04	CONSTRUCTION DRAWINGS

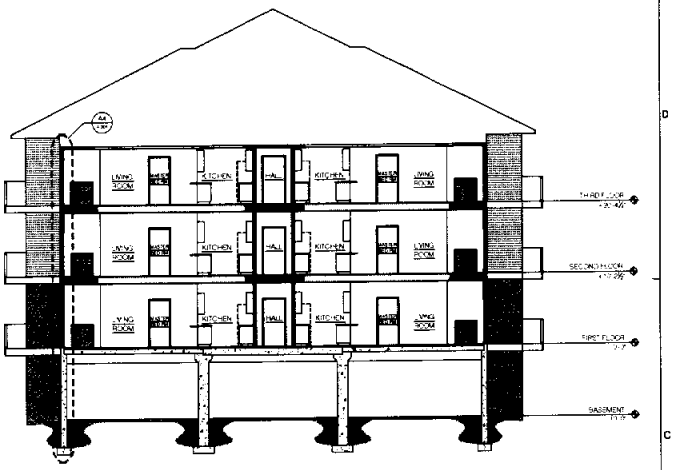
Sheet Title
WALL SECTIONS

Sheet Number
A-301

Book: 3875 Page: 551 Seq: 38



C3 STAIR SECTION



C4 BUILDING SECTION

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
[illegible] COLLEGE ST [illegible] IOWA CITY, A 52
319 338 7878 319 338 7870

Consultants:

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.09
Drawn by:
Checked by:

Issues:

Date	Description
06.29.04	PERMIT DRAWINGS
06.02.04	CONSTRUCTION DRAWINGS

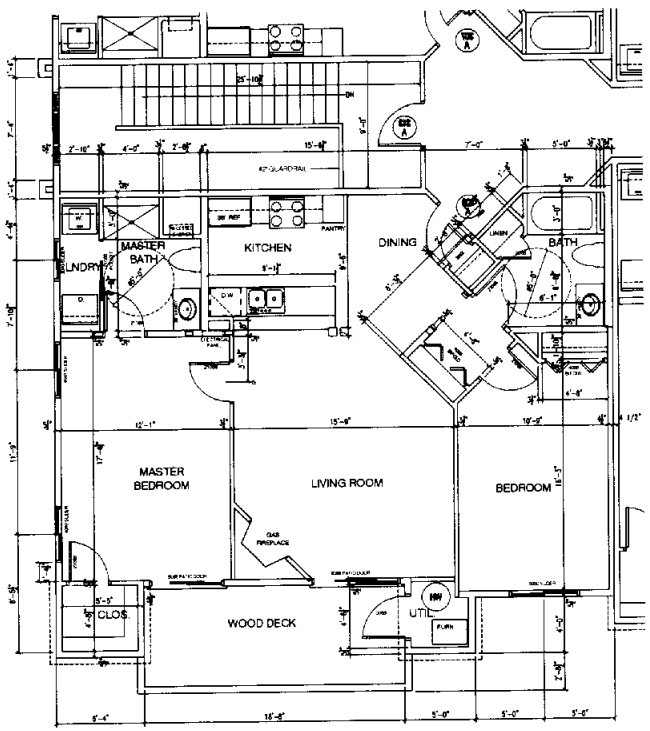
Notes:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT WITH APPROPRIATE DRAWINGS, LAY OUT AND ASSEMBLE ALL WORK PRIOR TO INSTALLATION. FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. SEE PROJECT MANUAL.

© COPYRIGHT
UNAUTHORIZED USE/USE, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

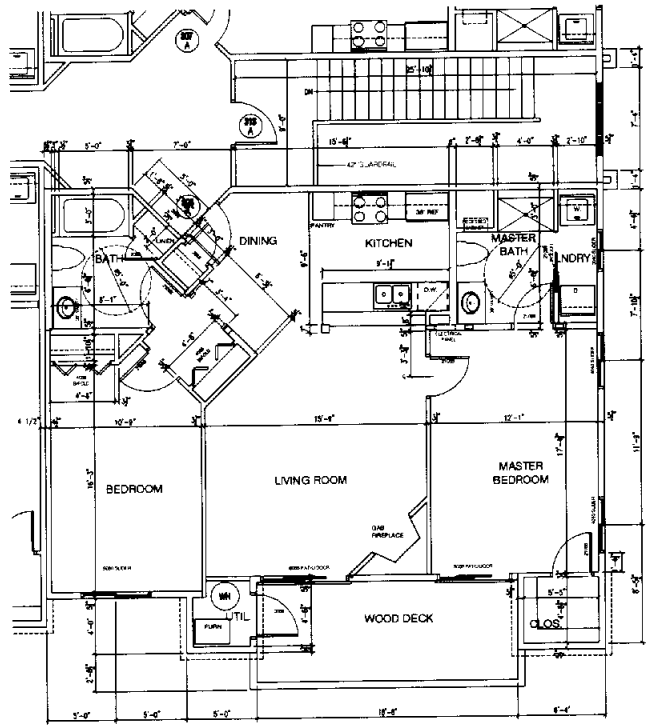
Sheet Title:
BUILDING SECTIONS

Sheet Number:
A-302

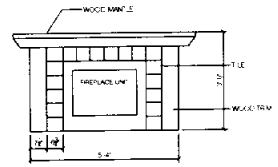
Book: 3875 Page: 551 Seq: 39



C1 TYPICAL UNIT - 'LEFT'



C4 TYPICAL UNIT - 'RIGHT'



A5 FIREPLACE ELEVATION - TYP.

NEUMANN MONSON ARCHITECTS

A PROFESSIONAL CORPORATION

[illegible] COLLEGE ST IOWA CITY, IA 52240

319 338 7878 319 338 7879

Consultants:

Book: 3875 Page: 551 Seq: 40

Project Title:

24 PLEX

Owner:

HODGE CONSTRUCTION

Project No.: 04.051

Drawn by:

Checked by:

Issue:

Date	Description
08.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

Note:

FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWING. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS FOR LAY OUT AND DIMENSIONS. ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

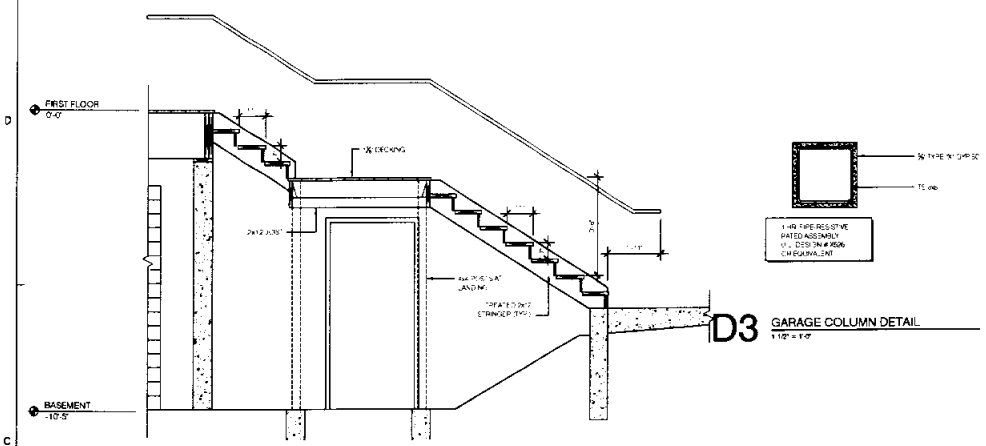
© COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:

TYPICAL UNIT FLOOR PLAN

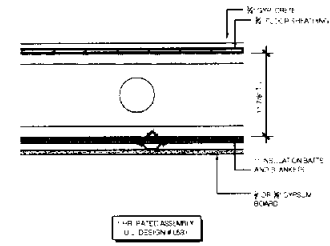
Sheet Number:

A-401

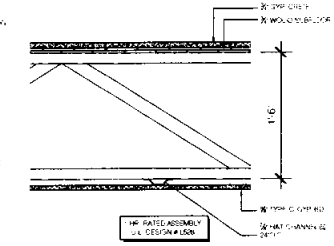


C2 EXTERIOR STAIR DETAIL - WEST SIDE

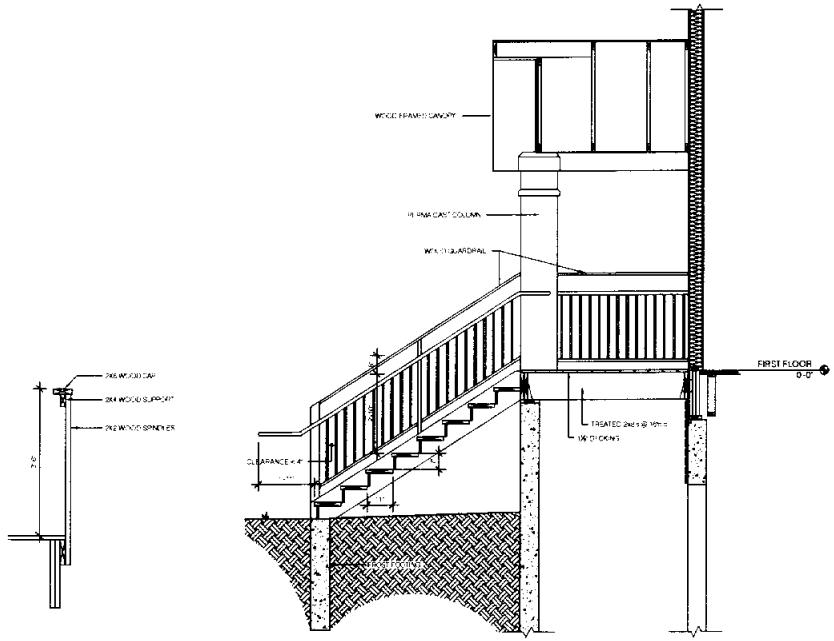
D3 GARAGE COLUMN DETAIL



D4 CEILING/FLOOR ASSEMBLY

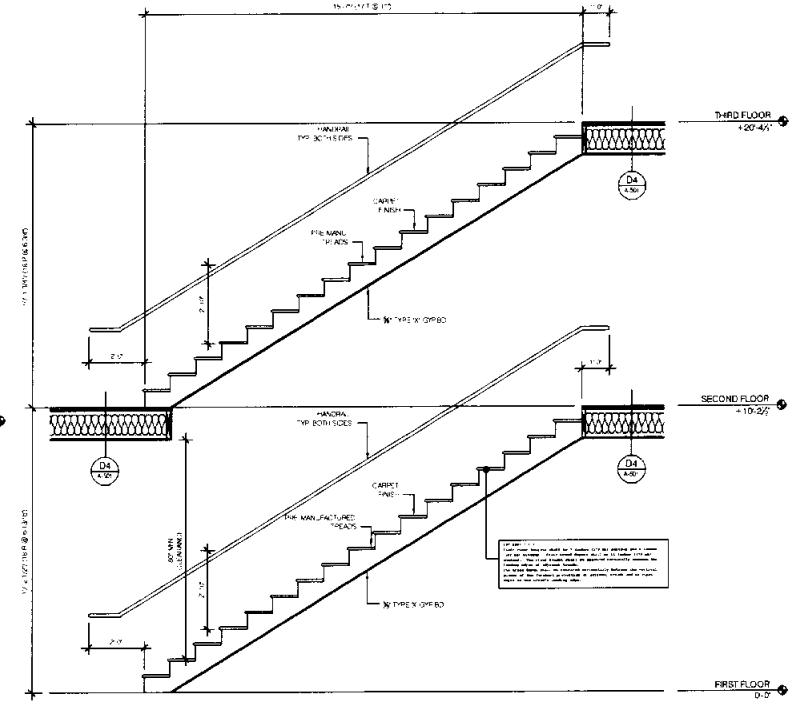


D5 BASEMENT CEILING/FIRST FLOOR ASSEMBLY



A1 GUARDRAIL DETAIL - TYP.

A2 EXTERIOR STAIR DETAIL - EAST SIDE



A4 INTERIOR STAIR DETAIL

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
115 E COLLEGE ST IOWA CITY IA 52240
319 338 7878 319 338 7879 FAX

Consultants:

Book: 3875 Page: 551 Seq: 41

Project Title:
24 PLEX

Owner:
HODGE CONSTRUCTION

Project No.: 04.09
Drawn by:
Checked by:

Issue:

Date	Description
06.29.04	PERMIT DRAWINGS
08.02.04	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. GENERAL CONTRACTOR SHALL REVIEW AND COORDINATE ALL SHOP DRAWINGS PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

© COPYRIGHT
UNAUTHORIZED USE/NO DISCLOSURE OF CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
DETAILS

Sheet Number:
A-501

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF
HICKORY GROVE CONDOMINIUMS ASSOCIATION

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to Iowa Code Section 504A.29, the undersigned corporation adopts the following Articles of Incorporation:

ARTICLE I
Name and Principal Office

The corporation shall be known as Hickory Grove Condominiums Association and its principal offices shall be located in Iowa City, Johnson County, Iowa.

ARTICLE II
Corporate Existence

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

ARTICLE III
Purposes and Powers

(A) The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-Owners of that certain horizontal property regime (Condominium) created and submitted pursuant to the provision of Chapter 499B of the 2005 Code of Iowa, as amended, known as Hickory Grove Condominiums Association and to be located on all or certain portions of real estate situated in Iowa City, 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 2005 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 711 South Gilbert Street, Iowa City, IA 52240 and the name of its initial registered agent at such address is Michael E. Hodge.

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:

Name	Address
Michael E. Hodge	711 South Gilbert Street Iowa City, IA 52240

The initial Board of Directors shall be subject to removal only by Michael E. Hodge 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 Liquidation

In the event of liquidation, 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.

DATED this 9th day of May 2005.

Michael E. Hodge, Incorporator

EXHIBIT "E"

BYLAWS
OF
HICKORY GROVE CONDOMINUMS ASSOCIATION

These are the Bylaws of **HICKORY GROVE CONDOMINIUMS ASSOCIATION** (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504 of the Code of Iowa, for the purpose of administering Hickory Grove Condominiums, a horizontal property regime (Condominium) established pursuant to Chapter 499B of the Code of Iowa, located on the following-described real estate in Johnson County, Iowa:

Lot 4, First and Rochester, Part One, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Book 23, Page 78, Plat Records of Johnson County, Iowa, excepting Auditor's parcel 2002-072 as per Plat of Survey recorded in Book 44, Page 334, 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 Ownership interests. Declarant shall be and have the rights of a member 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 including that provision in relation to the Homestead Exemption contained in Article VII of the Declaration.

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

3. If more than one person is the Owner of the same Unit, all such Owners shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the Owners of that Unit shall be cast by the person named for that purpose on a certificate signed by all such Owners or fiduciaries or other officials and filed with the Board of Directors and such

person shall be deemed to hold an Ownership interest to such Unit for purposes of voting and determining the representation of such Ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote for that Unit shall not be considered in considering a quorum or a vote or for any other purposes.

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, 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 Iowa City, 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. Such a meeting must be called by such officers or directors upon receipt of a written request from members representing one-fourth of the voting membership.

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

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

5. A quorum at a members' meeting shall consist of the presence of members in person or by proxy, representing a majority of the Units. The acts approved by a vote of a majority of

the Units represented at a meeting at which a quorum is present shall constitute the acts of the membership unless a different rule is provided herein or by the Articles of Incorporation, the Declaration or other agreement to which the Association is a party. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting. If neither the President nor the Vice President is able to preside, a chairman shall be elected by the members present at such meeting.

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy is in writing and signed by a member or other person entitled to cast votes. Said proxy shall also 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. Reading and disposal of any unapproved minutes.
E. Reports of officers, if applicable.
F. Reports of committees, if applicable.
G. Election of Directors, if applicable.
H. Unfinished business.
I. New Business.
J. Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an initial Board of one (l) Director. The initial Board shall consist of such person as the Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board members shall be selected from the members of the Association, except as provided in Paragraph 2 below. An officer of a corporation owning a Unit, a partner of a partnership owning a Unit, or a designated agent of such officer or partner 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 his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided. For so long as Declarant owns twenty-five percent (25%) of the Units at the time such directors are to be elected, Declarant shall have the

right to elect or appoint a majority of the members of the Board, who need not be Unit Owners, and thereafter shall be entitled to elect or appoint at least one member of the Board until all Units have been sold by Declarant. Directors appointed by the Declarant shall have the same voting rights as Directors elected by the members.

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

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

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

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

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

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

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

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

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

1. To collect assessments against members for all common expenses.

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

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

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

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

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

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

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

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

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

12. To do such other acts as are necessary and proper to affect 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 the officers shall be subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

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

3. The Vice President shall preside over the membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President. The Vice President shall also 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, 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. Additionally, as Treasurer, said officer shall 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 from 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 expenses 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. 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 in 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 therefore, 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 therefore 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, which shall be not less than ten (10) days after delivery thereof to such Owner either personally or by registered or certified mail. Interest shall be computed on balances due under this paragraph but unpaid 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.17 of the Code of Iowa, as amended, in which event the Owner shall be

required to pay a reasonable rental for the Unit. In the event the Association forecloses on any lien, the Owner or Owners of such Unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee or purchaser or their successors or assigns, shall be liable for the assessments chargeable to such Unit, due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all Unit Owners including the mortgagee or purchaser and their successors and assigns. The Owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior Owner for all unpaid assessments against the grantor or prior Owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefore. 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 or 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. No amendment affecting a substantial change in these Bylaws, however, 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 if said amendment was not included in the notice thereof. If notice of the proposed amendment has been given, however, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession of the requisite percentage of membership and voting interests. Furthermore, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B.l4 of the Code of Iowa, no modification or amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a Unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

VIII. MISCELLANEOUS PROVISIONS

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

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

3. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be a 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 a member as are imposed on him by the regime documents as an Owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except as the same may attach only against his interest therein.

7. The Board of Directors may, in its discretion, issue written evidence of membership. Said document shall be evidence thereof only and shall not be transferable or negotiable. 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 shall continue for a period longer than the life of the last to survive of the Owners or partners of the Declarant, and his children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one (21) years thereafter.

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

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 an interest in one or more Units in the regime. The holder of a leasehold interest in a Unit shall not be an Owner but the holder of an equitable interest shall be an Owner.

3. Unit. The term "Unit" means each Unit subjected to the Regime as defined in the Declaration.

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.

EXHIBIT "F"

RULES AND REGULATIONS FOR HICKORY GROVE CONDOMINIUMS

The following rules and regulations shall be binding on the Unit Owners of Hickory Grove Condominiums until modified or amended by the Board of Directors of Hickory Grove Condominiums Association, Inc. as provided in the Declaration for Hickory Grove Condominiums:

1. The Board of Directors shall be authorized to regulate guest parking within the Condominium regime including the right to designate guest Parking Spaces, restrict guest parking from any other spaces, and limit the amount of time that guest parking is allowed.

2. No motor vehicles may be parked, except in an individual parking space, on the Condominium property for more than two weeks without having been moved.

3. No motor vehicles that are not in good working condition shall be kept in any Parking Spaces throughout the Condominium regime.

4. Each Unit Owner shall be allowed to keep no more than two (2) motor vehicles within the Condominium regime.

5. No boats, motor homes or other recreational vehicles may be parked, except in an individual parking space, on the Condominium property for more than forty-eight (48) hours.

6. The Board of Directors is empowered to regulate and restrict the use and keeping of oversized motor vehicles on the Condominium property.

7. Any toys or lawn furniture that may be placed in the common areas must be picked up by the respective Unit Owner each evening.

Kf25\r69a3162

KENNEDY CRUISE,
FREY & BRISCOE, L.L.P.
P.O. BOX 2000
IOWA CITY, IA 52244

17974

Doc ID: 020538790016 Type: GEN
Recorded: 05/22/2006 at 03:56:47 PM
Fee Amt: $92.00 Page 1 of 18
Johnson County Iowa
Kim Painter County Recorder
BK 4027 PG 86-101-A,B

AMENDMENT TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF HICKORY GROVE CONDOMINIUMS

Recorder's Cover Sheet

Preparer Information:
Kirsten H. Frey
920 S. Dubuque Street
Iowa City, IA 52244
(319) 351-8181

Taxpayer Information:
Hodge Construction Company
711 S. Gilbert Street
Iowa City, IA 52240

Return Address:
Kirsten H. Frey
920 S. Dubuque Street
Iowa City, IA 52244

Grantors: See Page 2

Grantees: See Page 2

Legal Description: See Page 2

Document or instrument number if applicable:

Kf28\o69a6071

AMENDMENT TO THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHIGN A PLAN FOR CONDOMINIUM OWNERSHIP OF HICKORY GROVE CONDOMINIUMS

COMES NOW, the Declarant, and for its Amendment to the Declaration hereby amends the Declaration of Submission of Property to Horizontal Property Regime Establishing a Plan For Condominium Ownership of the Premises for Hickory Grove Condominiums dated May 2005 and recorded May 12, 2005, in Book 3875, Page 551, as modified by that Amendment to the Declaration of Submission of Property to Horizontal Property Regime Establishing a Plan For Condominium Ownership of the Premises for Hickory Grove Condominiums dated June 1, 2005 and recorded June 7, 2005 in Book 3886, Page 326 of the Records of Johnson County, Iowa, as follows:

1. Exhibit A of the Condominium Declaration is hereby replaced by the Exhibit A attached hereto.

2. Exhibit B is hereby replaced by the Amended Exhibit B attached hereto.

3. Exhibit C is hereby supplemented by the attached Supplemental Exhibit C attached hereto.

4. Attached hereto as Exhibit G is the Engineer's Certificate for Building 420, North First Avenue.

DATED this 11 day of May 2006.

HODGE CONSTRUCTION COMPANY, INC.

By: Michael E. Hodge, President

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 11 day of May 2006, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn, did say that he is the President, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Michael E. Hodge as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Notary Public in and for the State of Iowa.

Kf28\c69a6063

JESSICA L HODGE
Notarial Seal - IOWA
Commission No. 733187
My Commission Expires 2/28/2008

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 as follows:

Lot 4, First and Rochester, Part One, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Book 23, Page 78, Plat Records of Johnson County, Iowa, excepting Auditor's Parcel 2002-072 as per Plat of Survey recorded in Book 44, Page 334, Plat Records of Johnson County, Iowa.

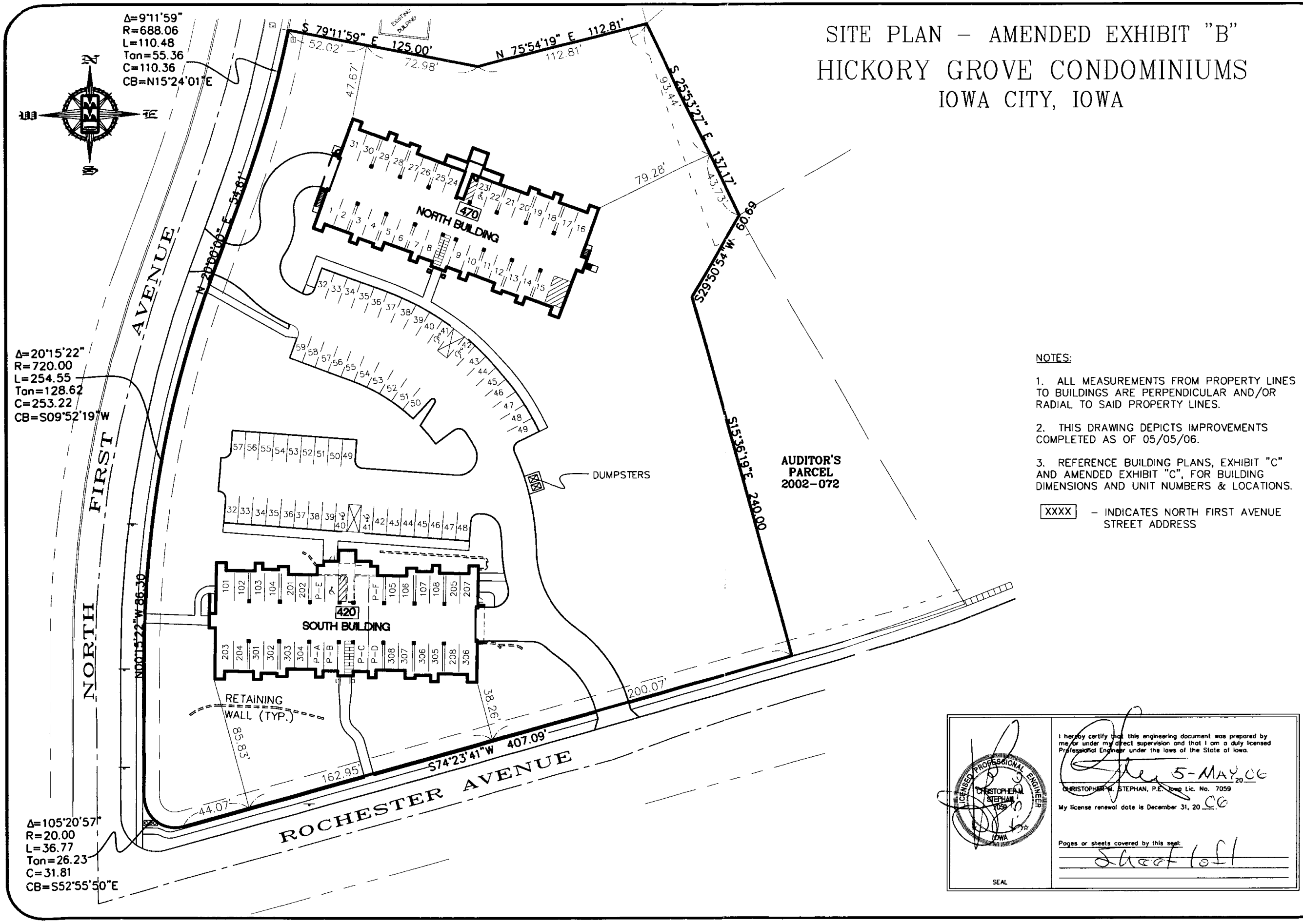
2. **Description of Units and Ownership Interests.** The Ownership interests in the Common Elements, voting rights and Unit designation of each Unit in the Regime is set forth below.

Building	Unit	Percentage Ownership in Common Elements	Pro Rata Share of Expenses	Votes in Association	Designated Parking Space #
470 N. 1st Ave.	101	2.083%	2.083%	1	101
470 N. 1st Ave.	102	2.083%	2.083%	1	102
470 N. 1st Ave.	103	2.083%	2.083%	1	103
470 N. 1st Ave.	104	2.083%	2.083%	1	104
470 N. 1st Ave.	105	2.083%	2.083%	1	105
470 N. 1st Ave.	106	2.083%	2.083%	1	106
470 N. 1st Ave.	107	2.083%	2.083%	1	107
470 N. 1st Ave.	108	2.083%	2.083%	1	108
470 N. 1st Ave.	201	2.083%	2.083%	1	201
470 N. 1st Ave.	202	2.083%	2.083%	1	202
470 N. 1st Ave.	203	2.083%	2.083%	1	203
470 N. 1st Ave.	204	2.083%	2.083%	1	204
470 N. 1st Ave.	205	2.083%	2.083%	1	205
470 N. 1st Ave.	206	2.083%	2.083%	1	206
470 N. 1st Ave.	207	2.083%	2.083%	1	207
470 N. 1st Ave.	208	2.083%	2.083%	1	208
470 N. 1st Ave.	301	2.083%	2.083%	1	301
470 N. 1st Ave.	302	2.083%	2.083%	1	302
470 N. 1st Ave.	303	2.083%	2.083%	1	303
470 N. 1st Ave.	304	2.083%	2.083%	1	304
470 N. 1st Ave.	305	2.083%	2.083%	1	305
470 N. 1st Ave.	306	2.083%	2.083%	1	306
470 N. 1st Ave.	307	2.083%	2.083%	1	307
470 N. 1st Ave.	308	2.083%	2.083%	1	308
420 N. 1st Ave.	101	2.083%	2.083%	1	101
420 N. 1st Ave.	102	2.083%	2.083%	1	102
420 N. 1st Ave.	103	2.083%	2.083%	1	103
420 N. 1st Ave.	104	2.083%	2.083%	1	104

420 N. 1st Ave.	105	2.083%	2.083%	1	105
420 N. 1st Ave.	106	2.083%	2.083%	1	106
420 N. 1st Ave.	107	2.083%	2.083%	1	107
420 N. 1st Ave.	108	2.083%	2.083%	1	108
420 N. 1st Ave.	201	2.083%	2.083%	1	201
420 N. 1st Ave.	202	2.083%	2.083%	1	202
420 N. 1st Ave.	203	2.083%	2.083%	1	203
420 N. 1st Ave.	204	2.083%	2.083%	1	204
420 N. 1st Ave.	205	2.083%	2.083%	1	205
420 N. 1st Ave.	206	2.083%	2.083%	1	206
420 N. 1st Ave.	207	2.083%	2.083%	1	207
420 N. 1st Ave.	208	2.083%	2.083%	1	208
420 N. 1st Ave.	301	2.083%	2.083%	1	301
420 N. 1st Ave.	302	2.083%	2.083%	1	302
420 N. 1st Ave.	303	2.083%	2.083%	1	303
420 N. 1st Ave.	304	2.083%	2.083%	1	304
420 N. 1st Ave.	305	2.083%	2.083%	1	305
420 N. 1st Ave.	306	2.083%	2.083%	1	306
420 N. 1st Ave.	307	2.083%	2.083%	1	307
420 N. 1st Ave.	308	2.083%	2.083%	1	308

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 Building plans, Exhibit "C" attached hereto and incorporated herein. The patio or deck appurtenant to any Unit is designated as Limited Common Elements for that Unit. Parking Spaces are also Limited Common Elements for the applicable Unit Owner at such time as said Parking Space has been deeded to the original Unit Owner.

SITE PLAN – AMENDED EXHIBIT "B"
HICKORY GROVE CONDOMINIUMS
IOWA CITY, IOWA



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 05/05/06.

3. REFERENCE BUILDING PLANS, EXHIBIT "C" AND AMENDED EXHIBIT "C", FOR BUILDING DIMENSIONS AND UNIT NUMBERS & LOCATIONS.

XXXX – INDICATES NORTH FIRST AVENUE STREET ADDRESS

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.

5-MAY 20 06

CHRISTOPHER M. STEPHAN, P.E. Iowa Lic. No. 7059

My license renewal date is December 31, 20 06

Pages or sheets covered by this seal:

Sheet 1 of

SEAL

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER M. STEPHAN
7059
IOWA

Revision No. & Date	
1	LOCATE BLDG. 470
2	LOCATE BLDG. 420

MMS Consultants, Inc.
Iowa City, Iowa (319) 351-8282

Designed by: CMS
Drawn by: cen
Checked by: CMS

Sheet Title: SITE PLAN – AMENDED EXHIBIT "B"

Project Title: HICKORY GROVE CONDOMINIUMS
IOWA CITY, IOWA

Date: 05/23/05
Field Book No:
Scale: 1"=60'
Sheet 1 of 1 Sheets
Project Number: 1296–067

G:\1200\1296067V.DWG 5/5/2006 12:55:55 PM CST

Book: 4027 Page: 86 Seq: 5

HODGE CONSTRUCTION
HICKORY GROVE CONDOMINIUMS

420 North First Avenue
IOWA CITY, IOWA

REFERENCE INDICATIONS

SECTION IDENTIFICATION / SHEET WHERE SHOWN — BUILDING SECTION

ROOM / 101 — ROOM IDENTIFICATION

SECTION IDENTIFICATION / SHEET WHERE SHOWN — DETAIL

FLOOR 8'-0" — ELEVATIONS

SECTION IDENTIFICATION / SHEET WHERE SHOWN — WALL SECTION

DOOR NUMBER

MATERIAL SYMBOLS

CONCRETE

CONCRETE MASONRY UNIT

ROUGH WOOD

STEEL

BATT INSULATION

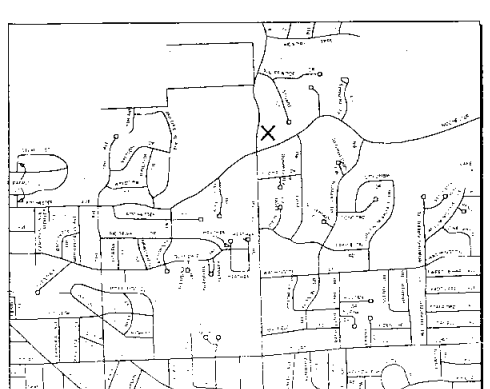
RIGID INSULATION

BRICK

PLYWOOD

THESE BUILDING PLANS HAVE BEEN REVISED TO DEPICT RECORD-OF- CONSTRUCTION FOR PURPOSES OF SATISFYING CHAPTER 499B, HORIZONTAL PROPERTY ACT (CONDOMINIUMS) OF THE CODE OF IOWA.

PROJECT LOCATION:
420 NORTH FIRST AVENUE



I.C. INSPECTION DEPARTMENT REVIEW NOTES:

City of Iowa City Building Department
Plan Review Comments (9.23.05)

The building is reviewed as an R-2 Occupancy under the 2003 International Building Code.

1. A minimum 2A10BC rated fire extinguisher must be mounted in an accessible location within each dwelling unit. [Sec. 14-5E-1 Iowa City Housing Code]
2. An approved key box shall be installed in an approved location in all secured apartment buildings. (Sec. 506.1 International Fire Code)] A Knox Rapid Entry System order form with payment attached needs to be completed and returned to the Fire Marshal. A Knox FDC lockable cover also needs to be ordered through the fire department.
3. The building must meet accessibility requirements of the Iowa State Building Code, Division VII. This includes, but is not limited to:
   a. Graspable hardware is required on all common area doors. Doors may have a maximum 16" threshold height.
   b. Bathroom walls require blocking installed for future grab bar installation
   c. Outlets, light switches and environmental controls must meet mounting height restrictions.
   d. Audible and visual alarms are required in the common areas. [Sec.903.4.2 ISC as amended.] Wiring for future installation of audible and visual alarm devices must installed within the units.
   e. Stair nosings need to be as per Sec.4.9 ADAAG.
4. An automatic sprinkling system is required throughout the building. [Sec. 903.2.7] Sprinkler protection shall be provided for exterior balconies and ground-floor patios of dwelling units when the building is of combustible construction. [Sec. 903.3.1.2.1] Plans must be submitted to the Fire Marshall for review. Certification of installation and testing must be received and approved by the Fire Marshall prior to occupancy.
5. Fire alarm system plans need to be submitted to the Fire Marshall for review. Certification of installation and testing as per NFPA 72 Standard must be received and approved prior to occupancy. A copy of the monitoring contract is needed.
6. The building address needs to be posted on the building exterior and be clearly visible from the street. Individual unit numbers need to be posted on each apartment entry door.
7. Fire door assemblies in exit enclosures shall also be automatic closing by actuation of a smoke detector. [Sec. 1019.1.1 as amended]
8. Safety glazing is required in hazardous locations as defined by Sec. 2406.
   a. Within 5' of the top or bottom of stairs if also within 60" of a walking surface
9. The building shall not be occupied until a Certificate of Occupancy has been issued. A Certificate of Occupancy will not be issued until all inspection issues have been resolved. [Sec. 110]
10. An energy audit is needed prior to issuance of the building permit.
11. An approved set of construction drawings, including plan review comments, needs to be kept on the job site and be available to the building inspectors. [Sec. 106.3.1]
12. Standpipes are required in the stair enclosures. [Sec.905.3.1 and Sec.905.4]
13. A valid rental permit will be required for this structure before its Certificate of Occupancy is released. The fee for a rental permit is $110 for structure plus $15 per bedroom. Please contact Rental Housing, 356-5130, for rental permit application. To waive requirement, provide to this department verification of structure's owner-occupied status.
14. The building appears to exceed the allowable height for the zone of 42.67 feet with increase for yards. Building height will need to be conforming prior to issuance of the building permit.
15. Mailboxes will need to maintain the stair enclosure ratings.
16. Columns, girders, beams, lintels, or other structural members that support more than two floors or one floor and roof or support a load bearing wall shall be individually protected on all sides for the full length with materials having the required fire-resistance rating. [Sec 714.2.1] Note basement and first floor beams and columns in particular.

17. Fire partitions separating dwelling units from other dwelling units and from the common areas need to extend to the roof sheathing unless the roof/ceiling assembly is of one-hour, fire-resistive construction. [Sec.708.4] Note that the roof/ceiling assembly is not indicated as being one hour construction.
18. An opening of minimum 100 square inches is needed into the laundry room for dryer make-up air. Door undercuts and ductwork openings may contribute to this minimum size.
19. Unless specifically described in a design, the addition of insulation in the concealed space between the ceiling membrane and the floor structure may reduce the hourly rating of an assembly by causing premature disruption of the ceiling membrane and/or higher temperatures on structural components under fire exposure conditions. [General note #18, UL Fire Resistance Directory] Insulation may be added to this system only if an additional layer of 5/8" drywall is added to the ceiling.
20. Fire barrier walls forming sides of the elevator shaft need to extend to the roof sheathing unless constructed as per listed exceptions. [Sec. 708.4]
21. The elevator shaft requires hoistway venting [Sec. 3004]
22. Stairway floor number signs are needed at each floor level. [Sec.1019.1.7]
23. The east stair enclosure, stair 113, is exiting over an unprotected opening. Additional information/design is needed which will provide adequate one-hour fire-resistive exiting. The west stair enclosure is opening over the non-rated basement door and has a non-rated deck/floor system.
24. Exit discharge needs to provide a direct and unobstructed access to the public way [Sec. 1023.6] Note that no walks are shown from either stair enclosure discharge.

CODE ANALYSIS:

Code Review
2003 International Building Code

		Code section
Occupancy classification		Chapter 3
Lower level garage	S2	
First, second and third floors	R2	
Occupancy separation		302.3.2, Note c
Provide 1 hour fire rated barrier between S2 and R2		
Provide 1 hour fire separation between dwelling units		

Occupant loads	Factor	SF	Load	Total	Table 1003.2.2.2
Basement (parking)	200	11,200	56	56	
First Floor	200	1,200	6/unit	48	
Second Floor	200	1,200	6/unit	48	
Third Floor	200	1,200	6/unit	48	

Type of Construction	Type V-B	
Allowable Hight	40ft, 2 stories	Table 503
Allowable area	7000sf/flr	
Hight Increase	20ft, 1 story	504.2
Area Increase	7000sf x 2 = 14,000sf/flr	506.3
Fire resistive requirements		Table 601
Structural frame	0 HR	
Bearing Walls	0 HR	
Non-bearing walls	0 HR	
Floor Construction	0 HR	
Roof Construction	0 HR	
Install an automatic sprinkler system	NFPA 13R	903.2.7, 903.2.9
Install a fire alarm system		907.2.9
Provide an approved supervisory station for the fire alarm system and automatic sprinkler system		901.6.1, 901.6.2
Provide electronics, per sion for all valves controlling the water supply for the automatic sprinkler system and water flow switches on the sprinkler system		903.4
Connect approved audible and visible devices to the automatic sprinkler system and water flow switches on the sprinkler system		903.4.2
Provide quick response or residential automatic sprinklers in all dwelling units and sleeping rooms.		903.3.2
Provide 1 hour fire-rated shafts for all exit enclosures		707.4
Provide 1 hour fire-rated assemblies on all openings in exit enclosures.		Table 715
Walls, partitions, and floor/ceiling assemblies separating dwelling units from each other shall have a sound transmission class (STC) of not less than 50.		1207.2
Floor/ceiling assemblies between dwelling units shall have an impact insulation class (IIC) of not less than 50.		1207.3

INDEX OF DRAWINGS

G-001 TITLE SHEET

STRUCTURAL DRAWINGS
S-1 FOUNDATION PLAN
S-2 FIRST FLOOR FRAMING PLAN
S-3 SECOND FLOOR FRAMING PLAN
S-4 THIRD FLOOR FRAMING PLAN
S-5 FOUNDATION DETAILS
S-6 FIRST FLOOR DETAILS
S-7 FRAMING DETAILS
S-8 ELEVATOR & ENTRANCE DETAILS
S-9 SHEAR WALL DETAILS

ARCHITECTURAL DRAWINGS
A-100 BASEMENT LEVEL FLOOR PLAN
A-101 FIRST LEVEL FLOOR PLAN
A-102 SECOND LEVEL FLOOR PLAN
A-103 THIRD LEVEL FLOOR PLAN
A-104 TYPICAL UNIT FLOOR PLAN
A-113 THIRD LEVEL CEILING PLAN
A-121 ROOF PLAN
A-201 EXTERIOR ELEVATIONS
A-301 WALL SECTIONS
A-501 DETAILS

I hereby certify that the portion of this technical submission described herein was prepared by me or under my direct supervision and responsible charge. I am a duly registered Architect under the laws of the State of Iowa.
DWIGHT A. DOBBERSTEIN
Signature — Date
Registration expires June 30, 2005
Pages or sheets covered by this seal:
Date issued:

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.
DATE
ROSANNE H. EBRAHIM
My license renewal date is December 31,
Pages or sheets covered by this seal:
Date issued:

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:
AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

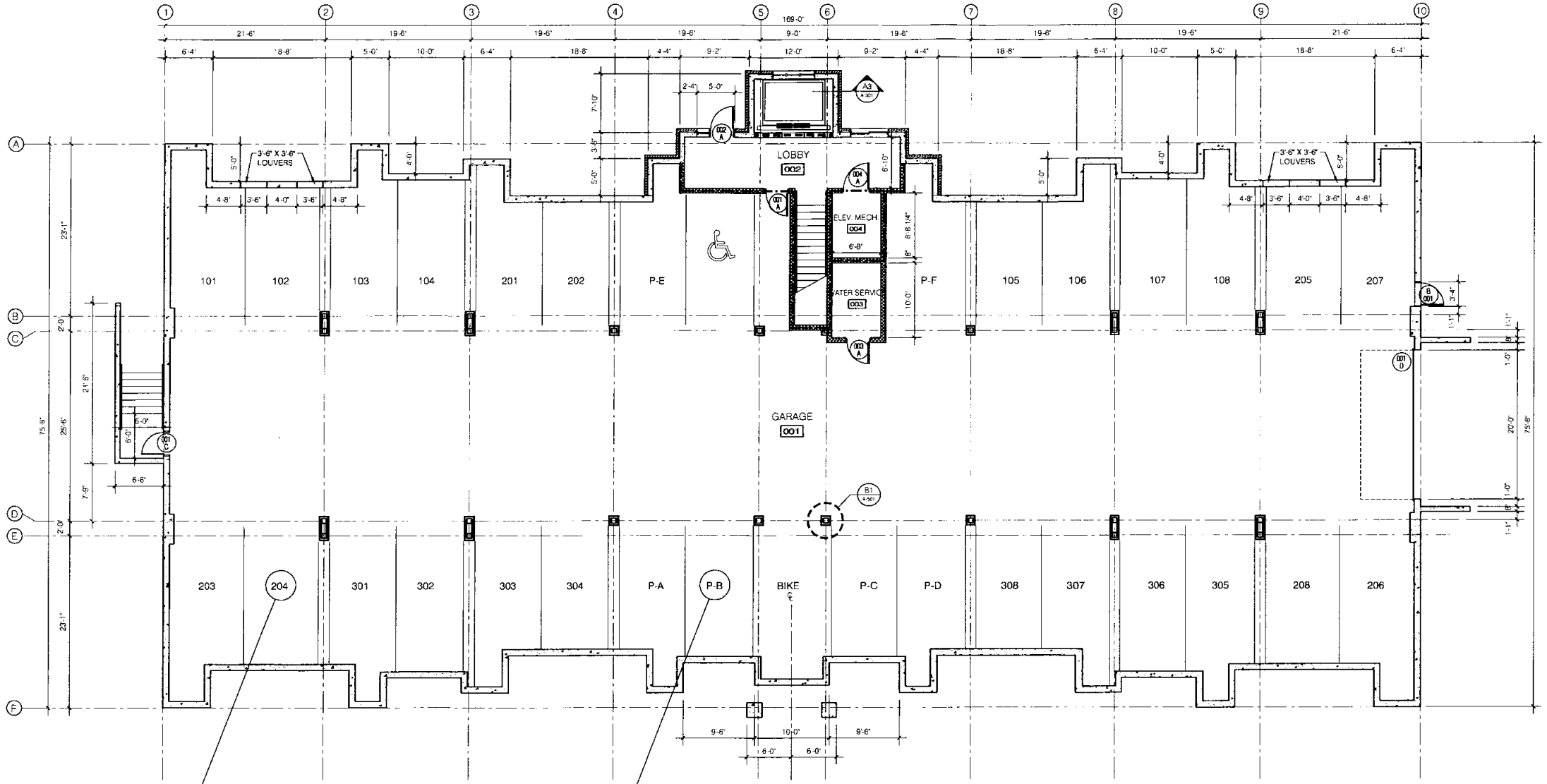
Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
TITLE SHEET

Sheet Number:
G-001

Book: 4027 Page: 86 Seq: 6



FLOOR PLAN-BASEMENT LEVEL
1/8" = 1'-0"

PLAN NORTH

LEGEND:
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER

DOOR AND FRAME SCHEDULE

NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES

NOTES
1. ADD COILING FIRE PROTECTION DOOR - 45 MIN. RATING

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS, LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

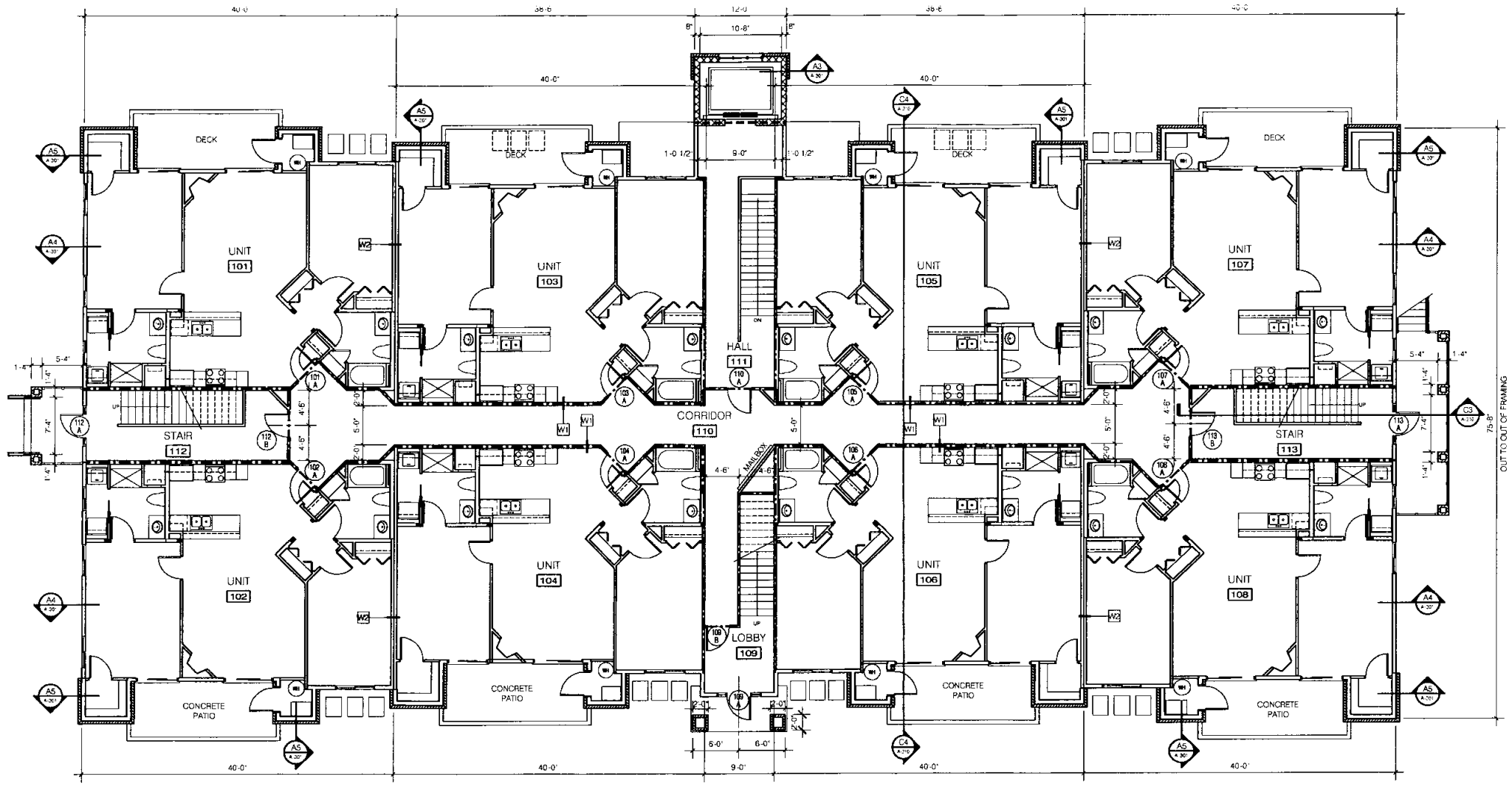
©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:

BASEMENT LEVEL FLOOR PLAN

Sheet Number:

A-100



FLOOR PLAN-FIRST LEVEL
1/8" = 1'-0"

PLAN NORTH

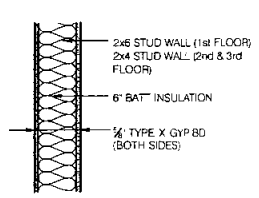
SEE SHEET A-104 FOR TYPICAL UNIT DIMENSIONS

LEGEND:

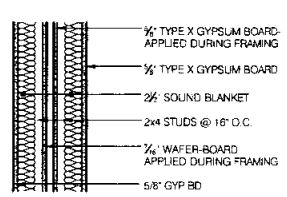
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER

DOOR AND FRAME SCHEDULE

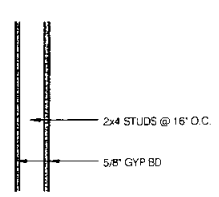
NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES



A1 WALL TYPE-W1
1" = 1'-0"



A2 WALL TYPE-W2
1" = 1'-0"



A3 WALL TYPE-W3
1" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

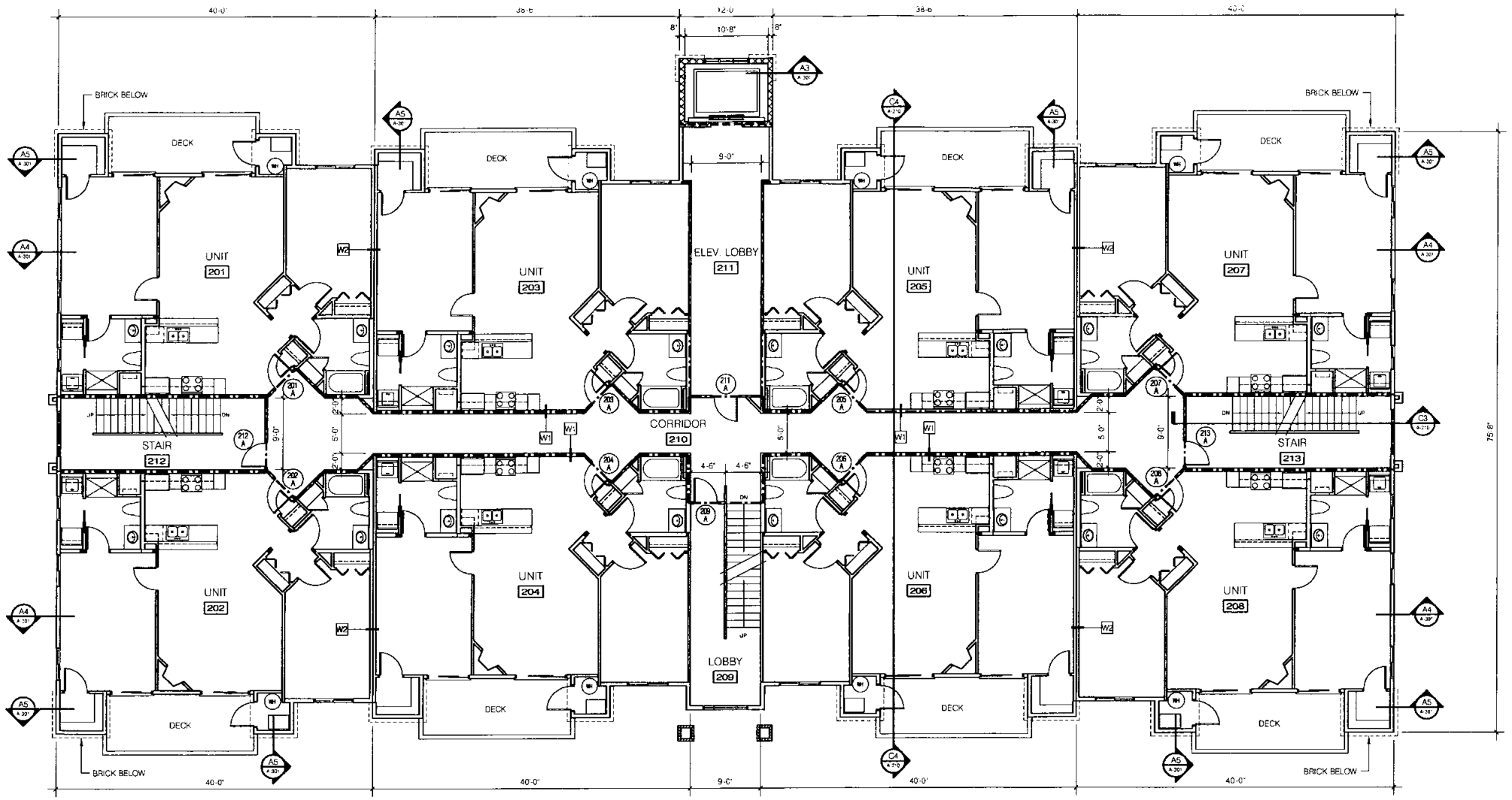
Sheet Title:

FIRST LEVEL FLOOR PLAN

Sheet Number:

A-101

Book: 4027 Page: 86 Seq: 8

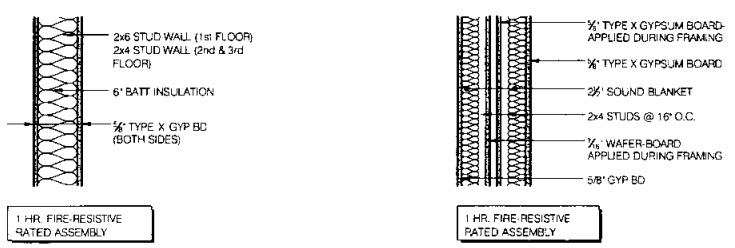


FLOOR PLAN-SECOND LEVEL
1/8" = 1'-0"

PLAN NORTH

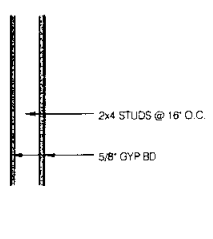
SEE SHEET A-104 FOR TYPICAL UNIT DIMENSIONS

LEGEND:
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER



A1 WALL TYPE-W1
1" = 1'-0"

A2 WALL TYPE-W2
1" = 1'-0"



A3 WALL TYPE-W3
1" = 1'-0"

DOOR AND FRAME SCHEDULE

NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

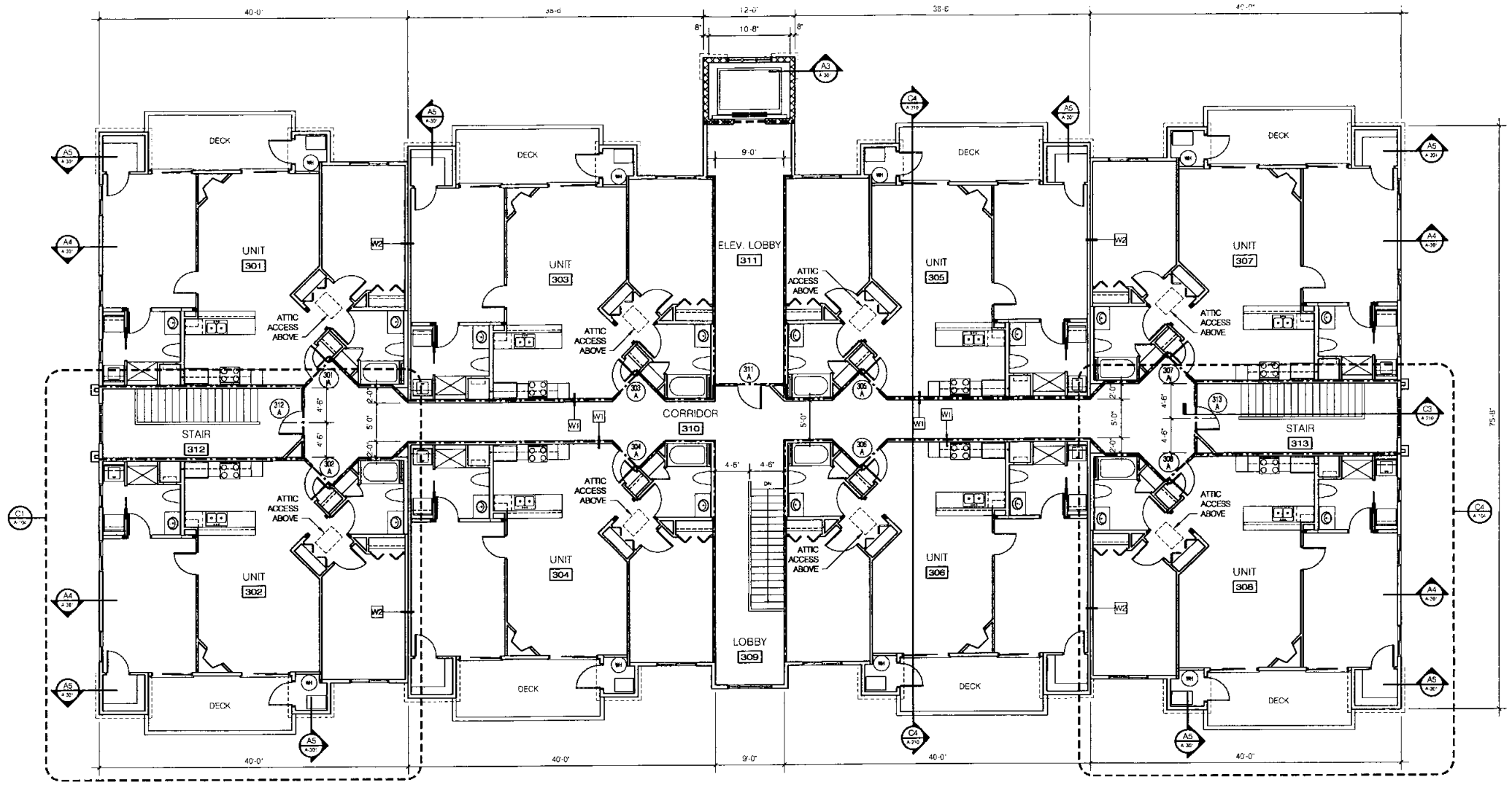
©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:

SECOND LEVEL FLOOR PLAN

Sheet Number:
A-102

Book: 4027 Page: 86 Seq: 9

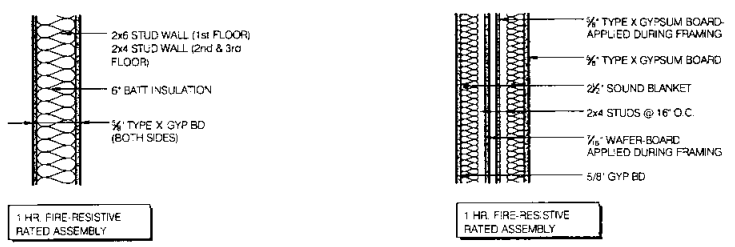


FLOOR PLAN-THIRD LEVEL
1/8" = 1'-0"

PLAN NORTH

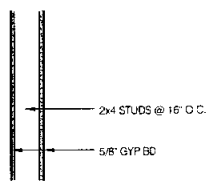
SEE SHEET A-104 FOR TYPICAL UNIT DIMENSIONS

LEGEND:
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER



A1 WALL TYPE-W1
1" = 1'-0"

A2 WALL TYPE-W2
1" = 1'-0"



A3 WALL TYPE-W3
1" = 1'-0"

DOOR AND FRAME SCHEDULE

NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.095
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

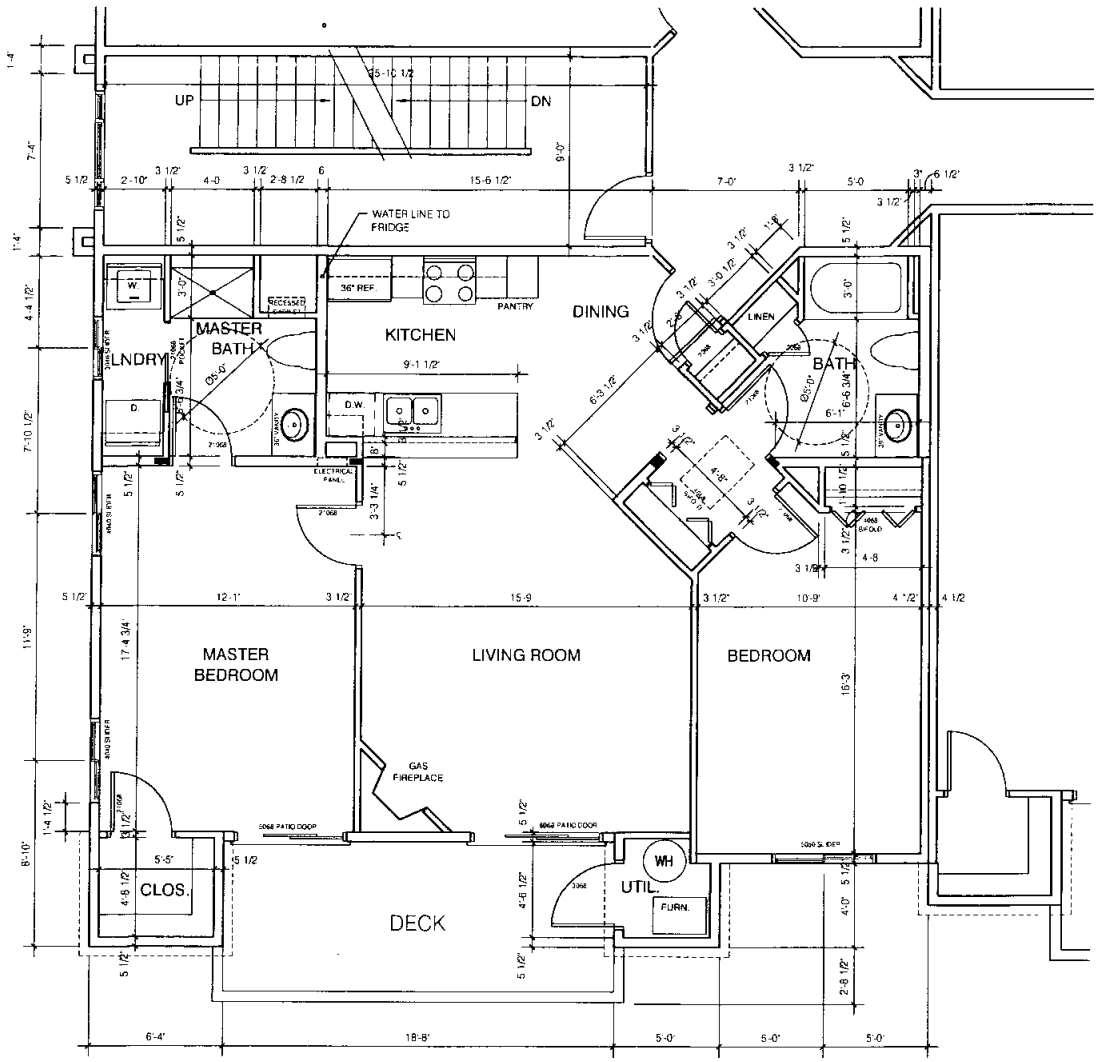
Sheet Title:

THIRD LEVEL FLOOR PLAN

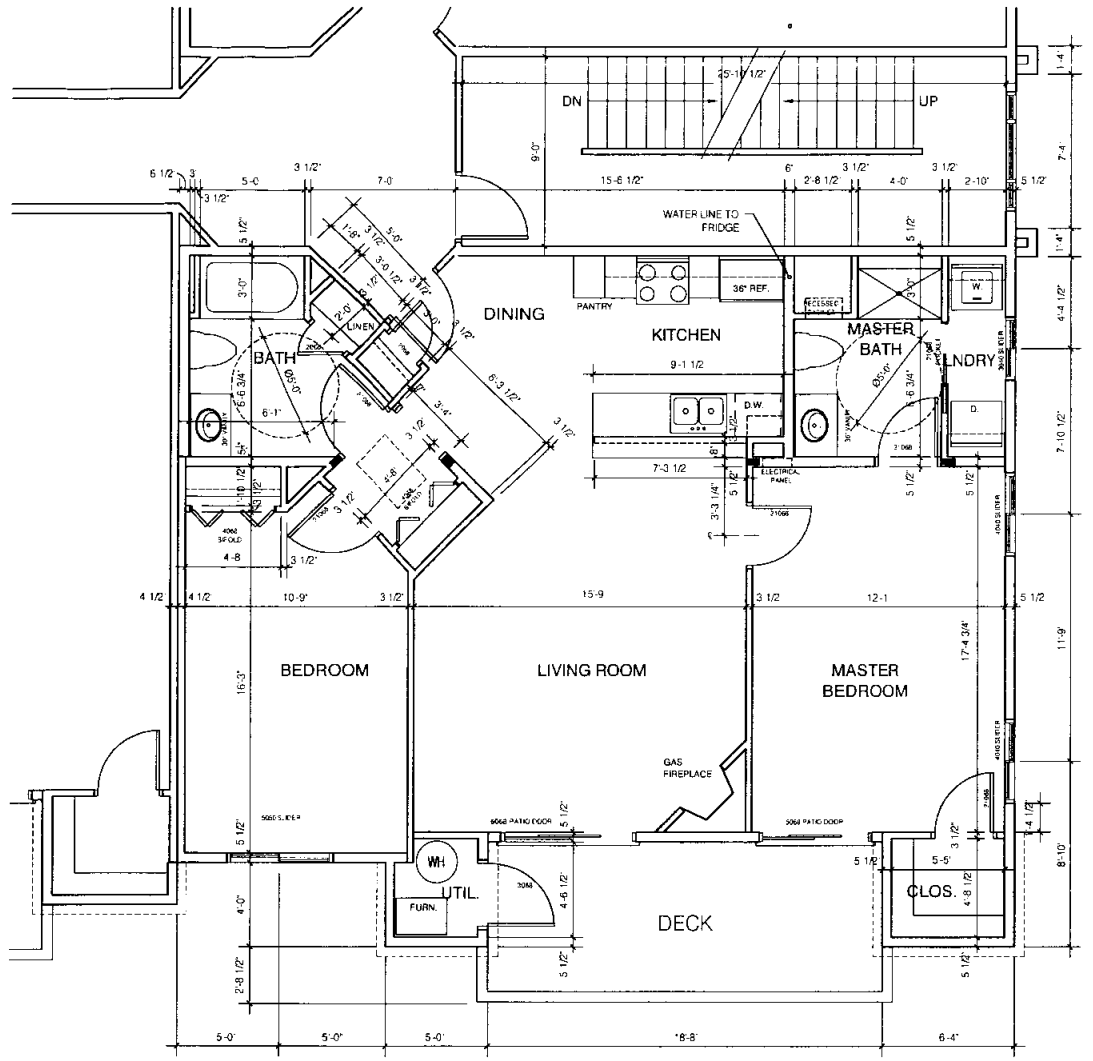
Sheet Number:

A-103

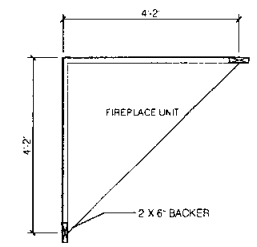
Book: 4027 Page: 86 Seq: 10



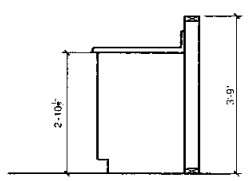
C1 FLOOR PLAN - TYPICAL 'LEFT' UNIT
1/4"=1'-0"



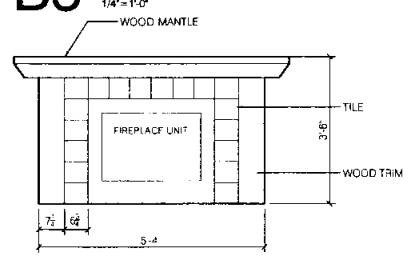
C4 FLOOR PLAN - TYPICAL 'RIGHT' UNIT
1/4"=1'-0"



B5 FIREPLACE PLAN - TYPICAL
1/4"=1'-0"



A4 COUNTER ELEVATION - TYPICAL
1/4"=1'-0"



A5 FIREPLACE ELEVATION - TYPICAL
1/4"=1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

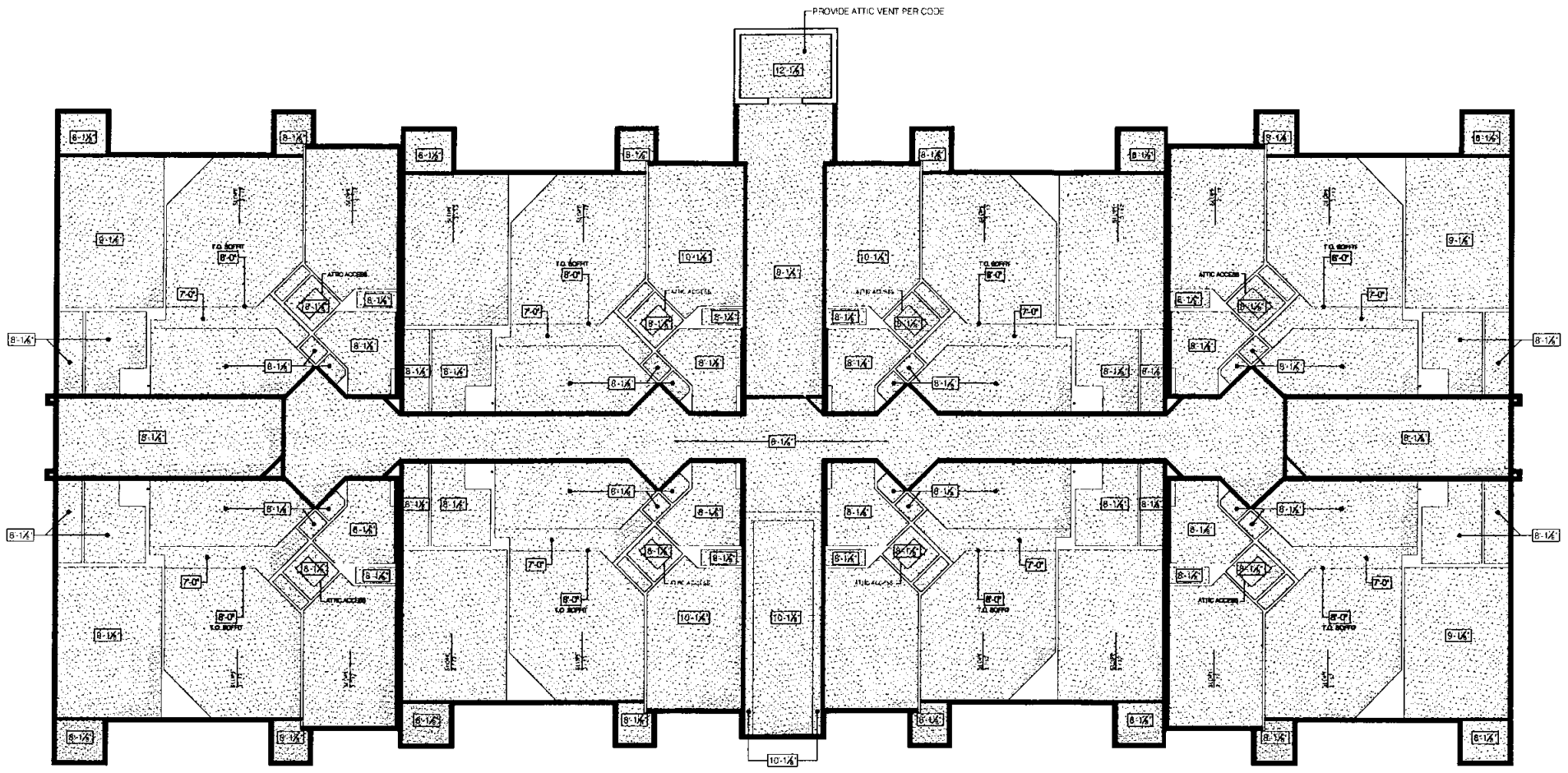
Sheet Title:

TYPICAL UNIT FLOOR PLAN

Sheet Number:

A-104

Book: 4027 Page: 86 Seq: 11



CEILING PLAN-THIRD LEVEL
1/8" = 1'-0"

PLAN NORTH

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

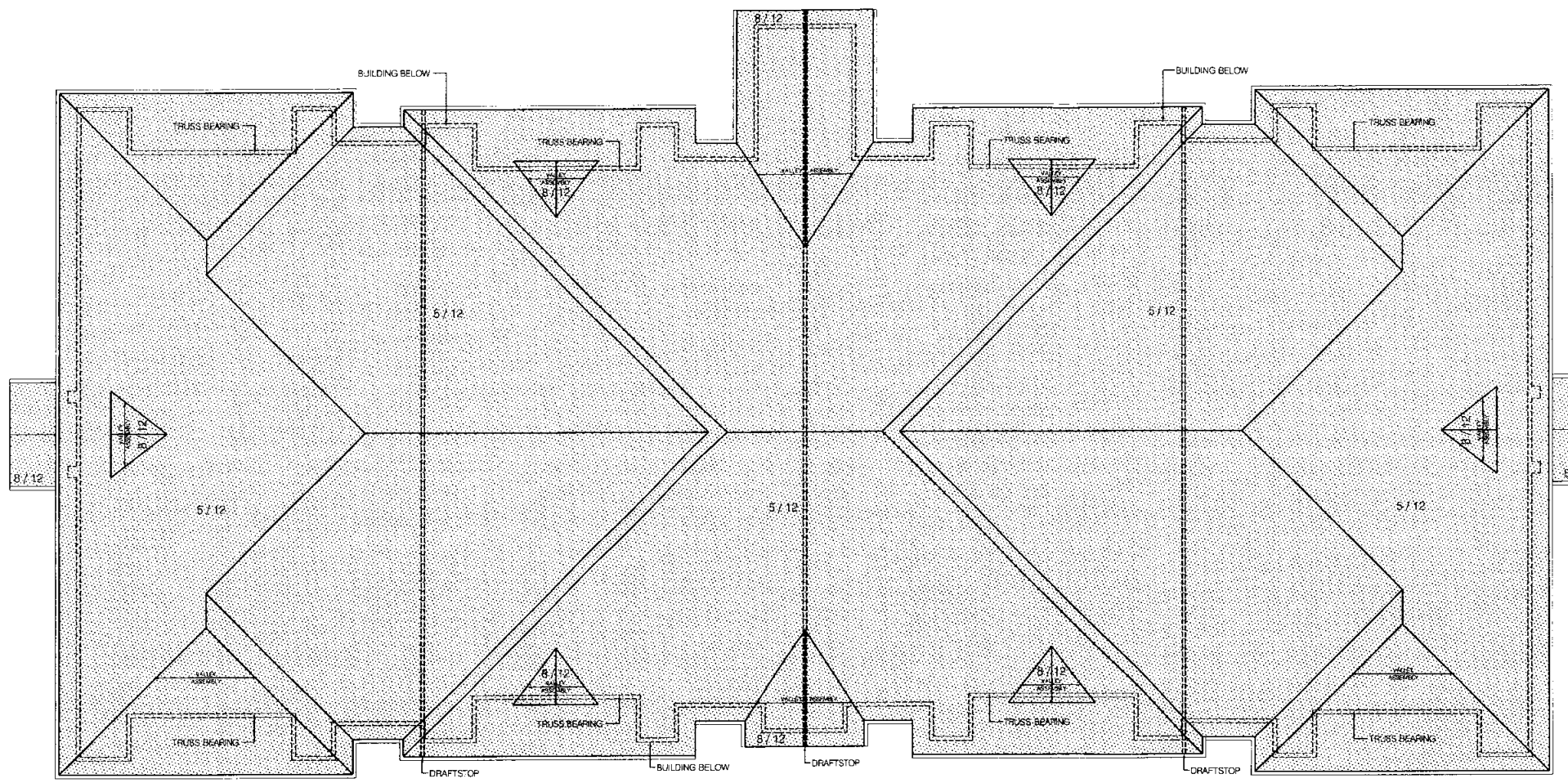
Sheet Title:

THIRD LEVEL CEILING PLAN

Sheet Number:

A-113

Book: 4027 Page: 86 Seq: 12



NOTE:
PROVIDE DRAFTSTOPS TO DIVIDE ATTIC INTO 3000 S.F. MAXIMUM.

ROOF PLAN
1/8" = 1'-0"

PLAN NORTH

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.095
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
ROOF PLAN

Sheet Number:
A-121

Book: 4027 Page: 86 Seq: 13



C1 WEST ELEVATION
1/8" = 1'-0"



C5 EAST ELEVATION
1/8" = 1'-0"



B2 NORTH ELEVATION
1/8" = 1'-0"



A2 SOUTH ELEVATION
1/8" = 1'-0"

WINDOW SCHEDULE		
A	4'-0" X 5'-0"	SLIDER
B	3'-0" X 3'-0"	SLIDER
C	5'-0" X 5'-0"	SLIDER
D	5'-0" X 5'-0"	SLIDER W/ 1'-6" TRANSOMS
E	5'-0" X 5'-8"	FIXED W/ 1'-6" TRANSOMS
F	5'-0" X 5'-8"	FIXED

INTERNATIONAL RESIDENTIAL CODE, SECTION 310:
§IRR310.1 Emergency escape and rescue required. Basements with habitable space and every sleeping room shall have at least one operable emergency escape and rescue opening. Interior door opening for emergency escape and rescue. Where openings are provided as a means of escape and rescue they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply wit
§IRR310.3 The net clear opening dimensions required by this section shall be obtained by the normal operation of the window or door opening from the inside. Escape and rescue window openings with a finished sill height below the adjacent ground elevation shall be provided wit a window well in accordance with §IRR310.2

§IRR310.1.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m^2).

EXCEPTION: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m^2).

§IRR310.1.2 Minimum opening height. The minimum net clear opening height shall be 24 inches (610 mm).

§IRR310.1.3 Minimum opening width. The minimum net clear opening width shall be 20 inches (508 mm).

§IRR310.1.4 Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:
AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

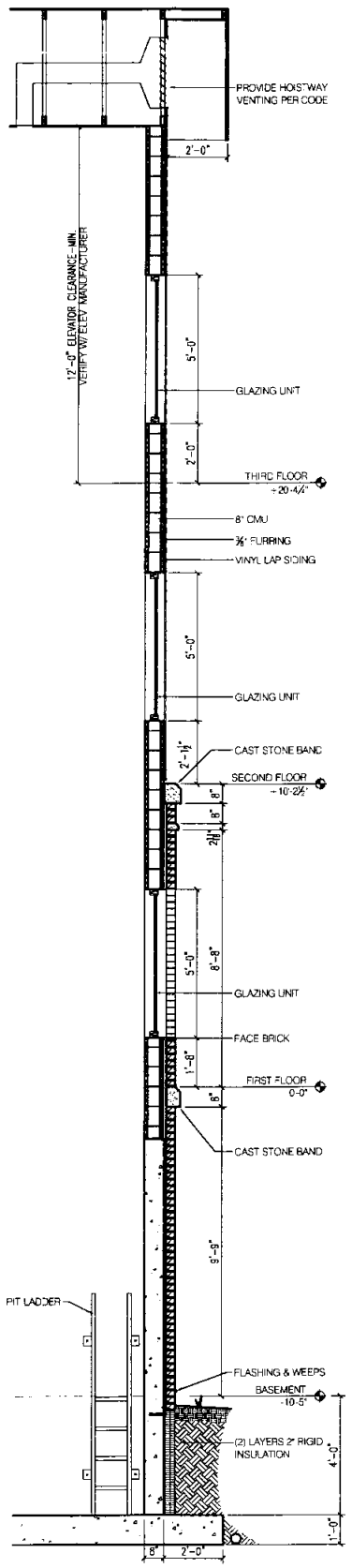
Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

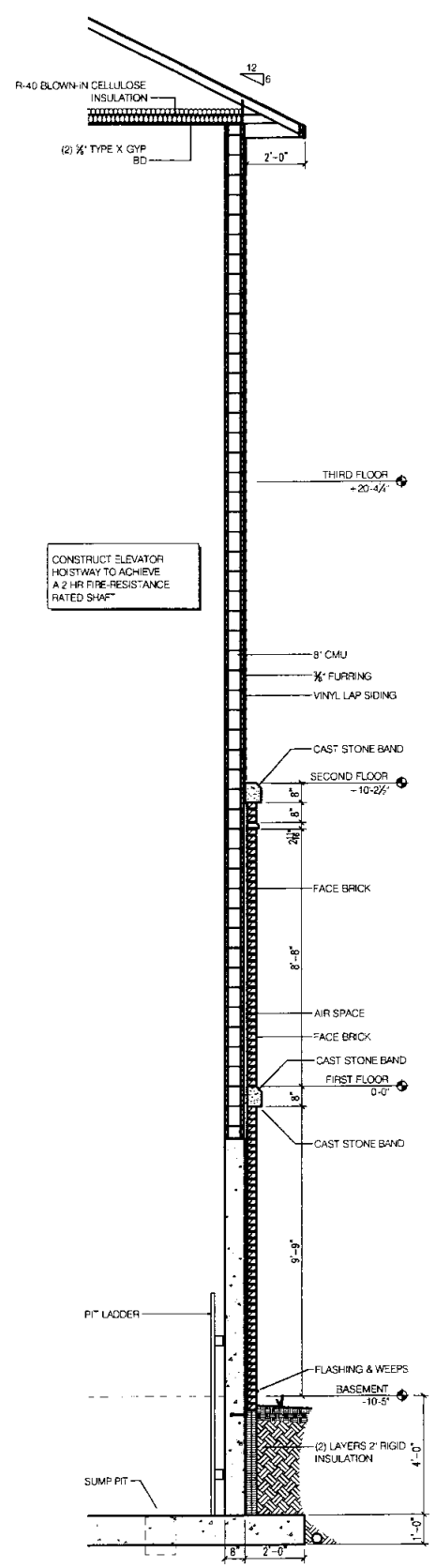
©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
EXTERIOR ELEVATIONS

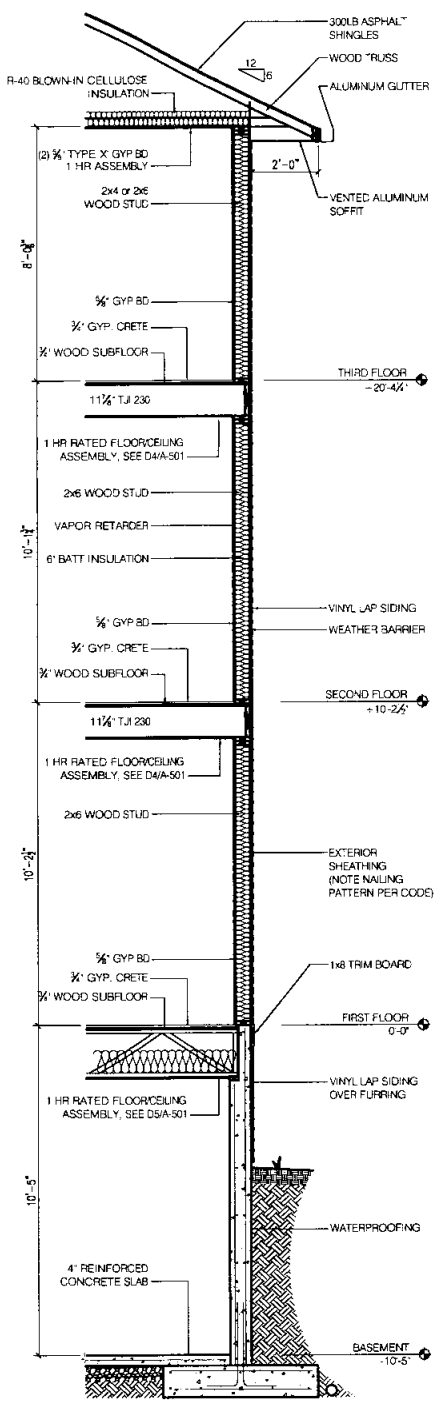
Sheet Number:
A-201



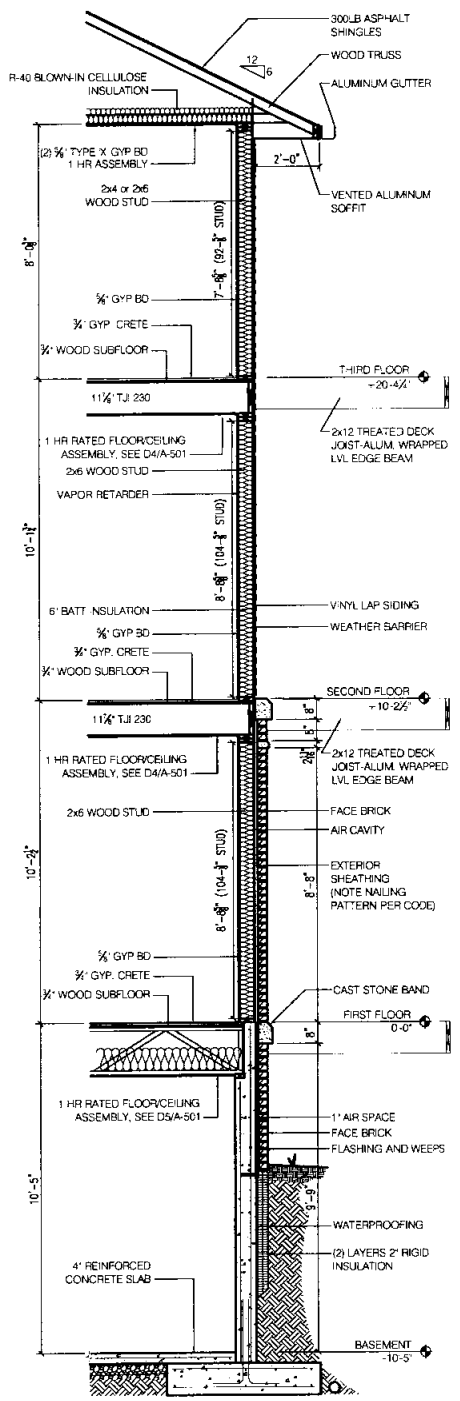
A2 WALLS SECTION
3/8" = 1'-0"



A3 WALLS SECTION
3/8" = 1'-0"



A4 WALLS SECTION
3/8" = 1'-0"



A5 WALLS SECTION
3/8" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

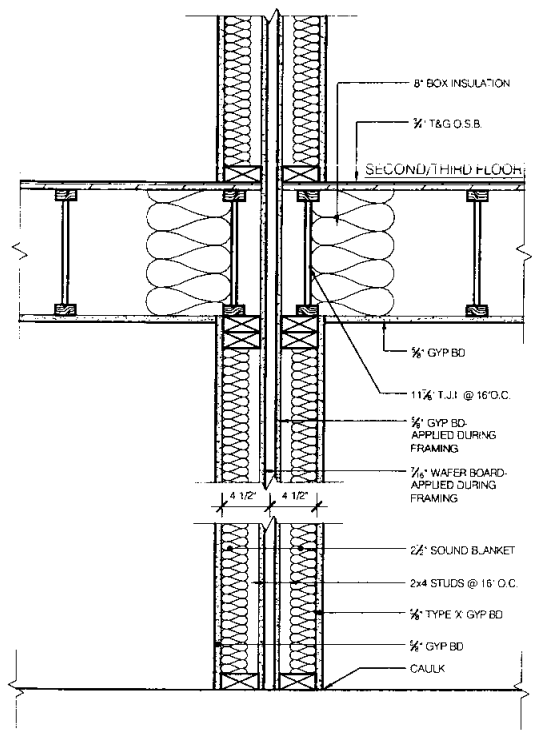
Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

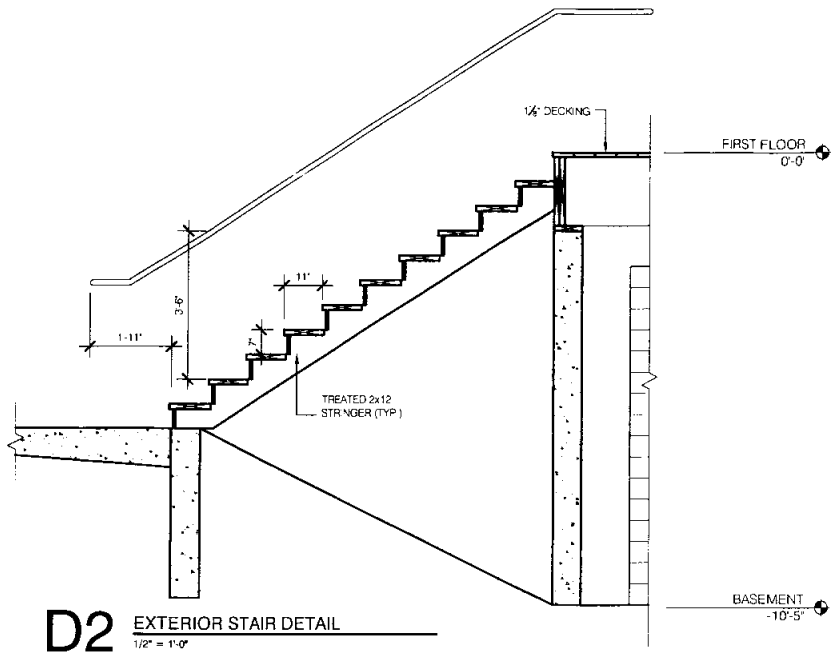
Sheet Title:
WALL SECTIONS

Sheet Number:
A-301

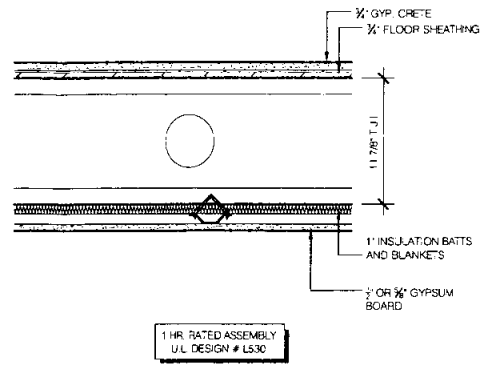
Book: 4027 Page: 86 Seq: 15



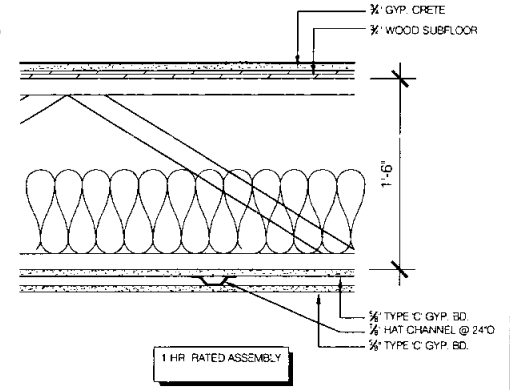
C1 PARTY WALL SECTION
1 1/2" = 1'-0"



D2 EXTERIOR STAIR DETAIL
1/2" = 1'-0"

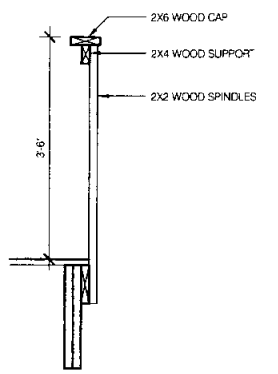


D4 CEILING/FLOOR ASSEMBLY
1 1/2" = 1'-0"

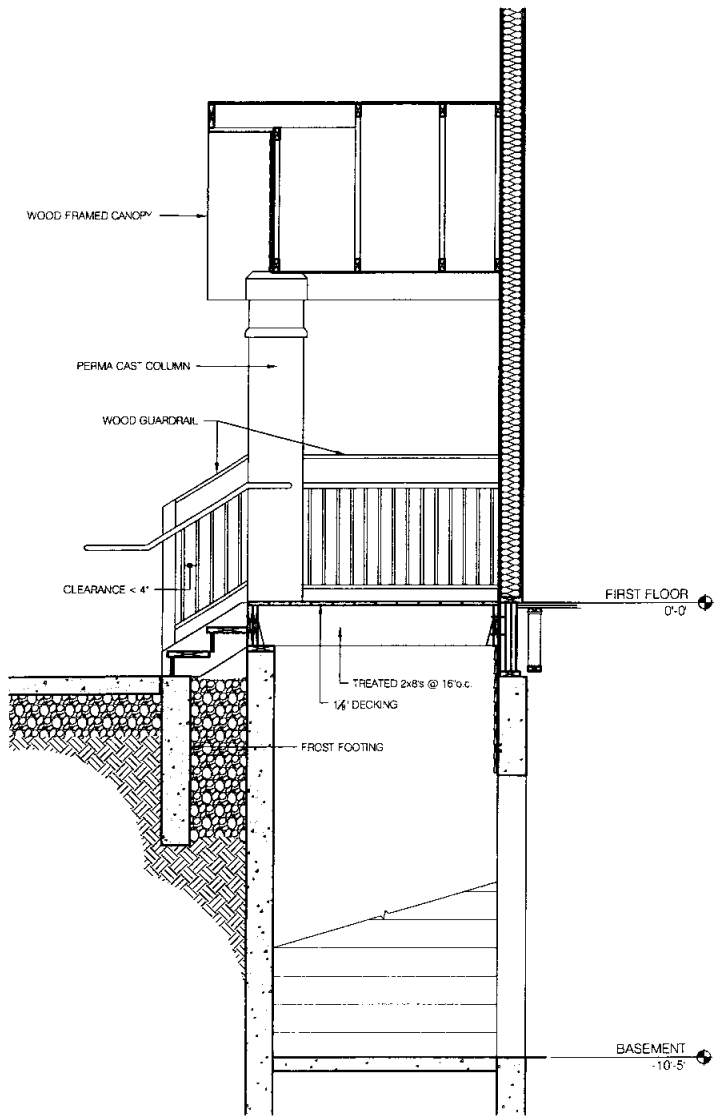


D5 BASEMENT CEILING/FIRST FLOOR ASSEMBLY
1 1/2" = 1'-0"

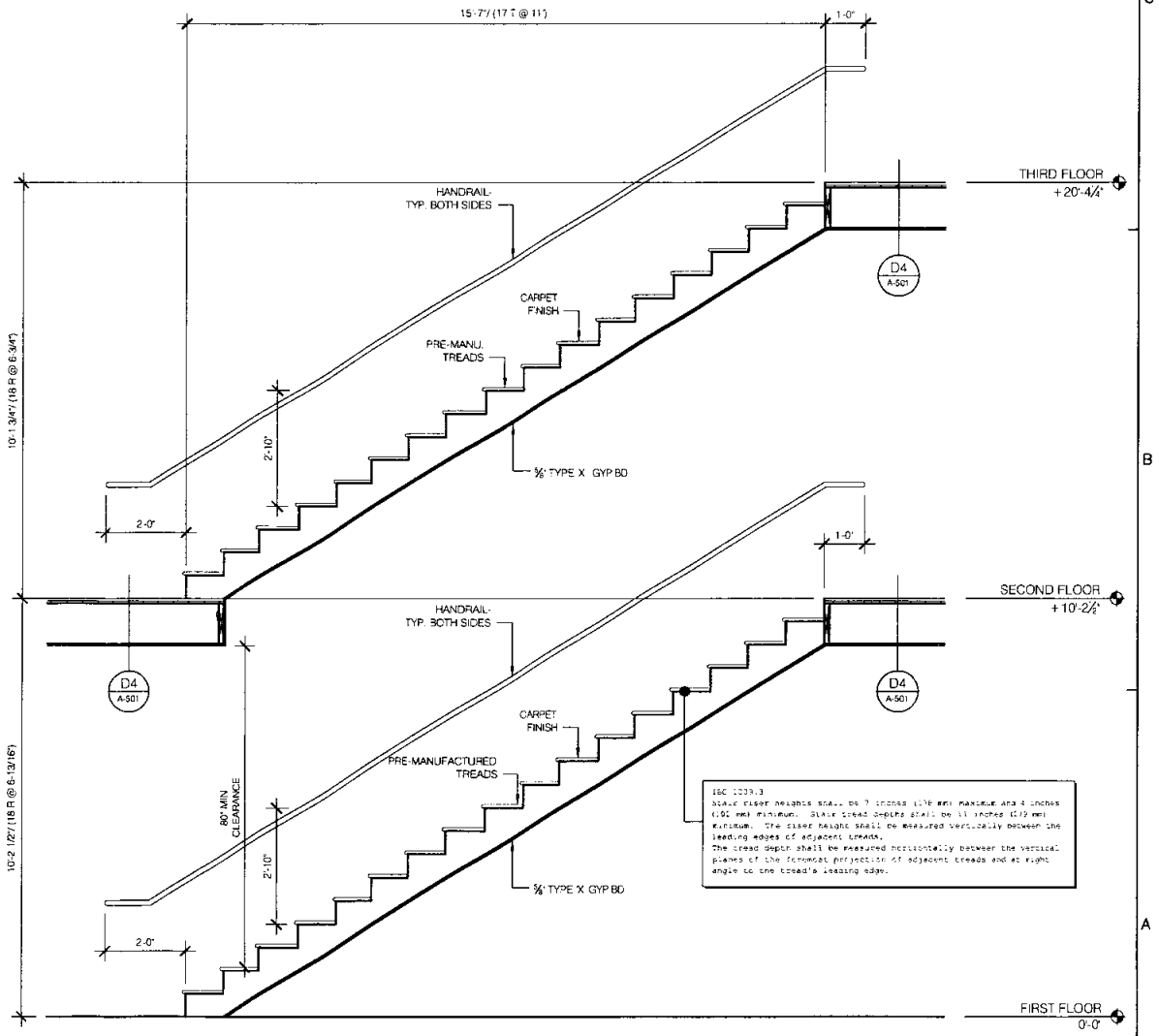
B1 GARAGE COLUMN DETAIL
1 1/2" = 1'-0"



A1 GUARDRAIL DETAIL-TYP.
3/4" = 1'-0"



A2 EXTERIOR STAIR DETAIL
1/2" = 1'-0"



A4 INTERIOR STAIR DETAIL
1/2" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
DETAILS

Sheet Number:
A-501

Book: 4027 Page: 86 Seq: 16

Prepared by: Christopher M. Stephan, MMS Consultants, Inc., 1917 S. Gilbert Street, Iowa City, Iowa 52240, 319-351-8282, 319-351-8476 facsimile

After recording return to: Kirsten Frey, Kennedy, Cruise, Frey & Briscoe, L.L.P., 920 South Dubuque Street, Iowa City, Iowa 52240, 319-351-8181, 319-351-0605 facsimile

EXHIBIT "G"

ENGINEER'S CERTIFICATE

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Christopher M. Stephan, being duly sworn on oath do depose and state the following:

1. That I am a licensed Professional Engineer authorized and licensed to practice my profession in the State of Iowa.

2. That I have examined the building plans labeled as Amended Exhibit "C" to the Declaration of Submission of Property to Horizontal Property Regime for Hickory Grove Condominiums as recorded in Book 3875, Page 551 and following of the records of the Recorder of Johnson County, Iowa, as amended.

3. I hereby certify that I have verified by non-destructive field observations that the above referenced Building Plans diagrammatically represent the "South Building" (420 North First Avenue) of Hickory Grove Condominiums, Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307 and 308 located therein, and the common elements that the Declarant has constructed on the real estate described in the Declaration, except for the following:

NONE

T:\1200\1296067\1296067g1-F2-south.rtf

hat I am affiliated with MMS Consultants, Inc., and that MMS Consultants, Inc. prepared the Site Plan – Amended Exhibit "B" locating the "South Building" (420 North First Avenue), Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307 and 308, all in Hickory Grove Condominiums. That as a licensed Professional Engineer, I hereby certify that said Site Plan is sufficient to determine with reasonable certainty the location of the "South Building" (420 North First Avenue), Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307 and 308, and hereby certify that said Building and Units, as constructed, is located as indicated on said Site Plan.

Christopher M. Stephan
Iowa License Number 7059
My biennial license renewal date is December 31, 2006.

Subscribed and sworn to before me by said Christopher M. Stephan this 5th day of May, 2006.

Tracy Barr
Notary Public in and for the State of Iowa.

TRACY BARR
Commission Number 739295
My Commission Expires
February 23, 09

T:\1200\1296067\1296067g1-F2-south.rtf

17974

Doc ID: 020538790016 Type: GEN
Recorded: 05/22/2006 at 03:56:47 PM
Fee Amt: $92.00 Page 1 of 18
Johnson County Iowa
Kim Painter County Recorder
BK 4027 PG 86-101-A,B

AMENDMENT TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF HICKORY GROVE CONDOMINIUMS

Recorder's Cover Sheet

Preparer Information:
Kirsten H. Frey
920 S. Dubuque Street
Iowa City, IA 52244
(319) 351-8181

Taxpayer Information:
Hodge Construction Company
711 S. Gilbert Street
Iowa City, IA 52240

Return Address:
Kirsten H. Frey
920 S. Dubuque Street
Iowa City, IA 52244

Grantors: See Page 2

Grantees: See Page 2

Legal Description: See Page 2

Document or instrument number if applicable:

Kf28\o69a6071

AMENDMENT TO THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHIGN A PLAN FOR CONDOMINIUM OWNERSHIP OF HICKORY GROVE CONDOMINIUMS

COMES NOW, the Declarant, and for its Amendment to the Declaration hereby amends the Declaration of Submission of Property to Horizontal Property Regime Establishing a Plan For Condominium Ownership of the Premises for Hickory Grove Condominiums dated May 2005 and recorded May 12, 2005, in Book 3875, Page 551, as modified by that Amendment to the Declaration of Submission of Property to Horizontal Property Regime Establishing a Plan For Condominium Ownership of the Premises for Hickory Grove Condominiums dated June 1, 2005 and recorded June 7, 2005 in Book 3886, Page 326 of the Records of Johnson County, Iowa, as follows:

1. Exhibit A of the Condominium Declaration is hereby replaced by the Exhibit A attached hereto.

2. Exhibit B is hereby replaced by the Amended Exhibit B attached hereto.

3. Exhibit C is hereby supplemented by the attached Supplemental Exhibit C attached hereto.

4. Attached hereto as Exhibit G is the Engineer's Certificate for Building 420, North First Avenue.

DATED this 11 day of May 2006.

HODGE CONSTRUCTION COMPANY, INC.

By: Michael E. Hodge, President

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 11 day of May 2006, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn, did say that he is the President, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Michael E. Hodge as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Notary Public in and for the State of Iowa.

Kf28\c69a6063

JESSICA L HODGE
Notarial Seal - IOWA
Commission No. 733187
My Commission Expires 2/28/2008

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 as follows:

Lot 4, First and Rochester, Part One, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Book 23, Page 78, Plat Records of Johnson County, Iowa, excepting Auditor's Parcel 2002-072 as per Plat of Survey recorded in Book 44, Page 334, Plat Records of Johnson County, Iowa.

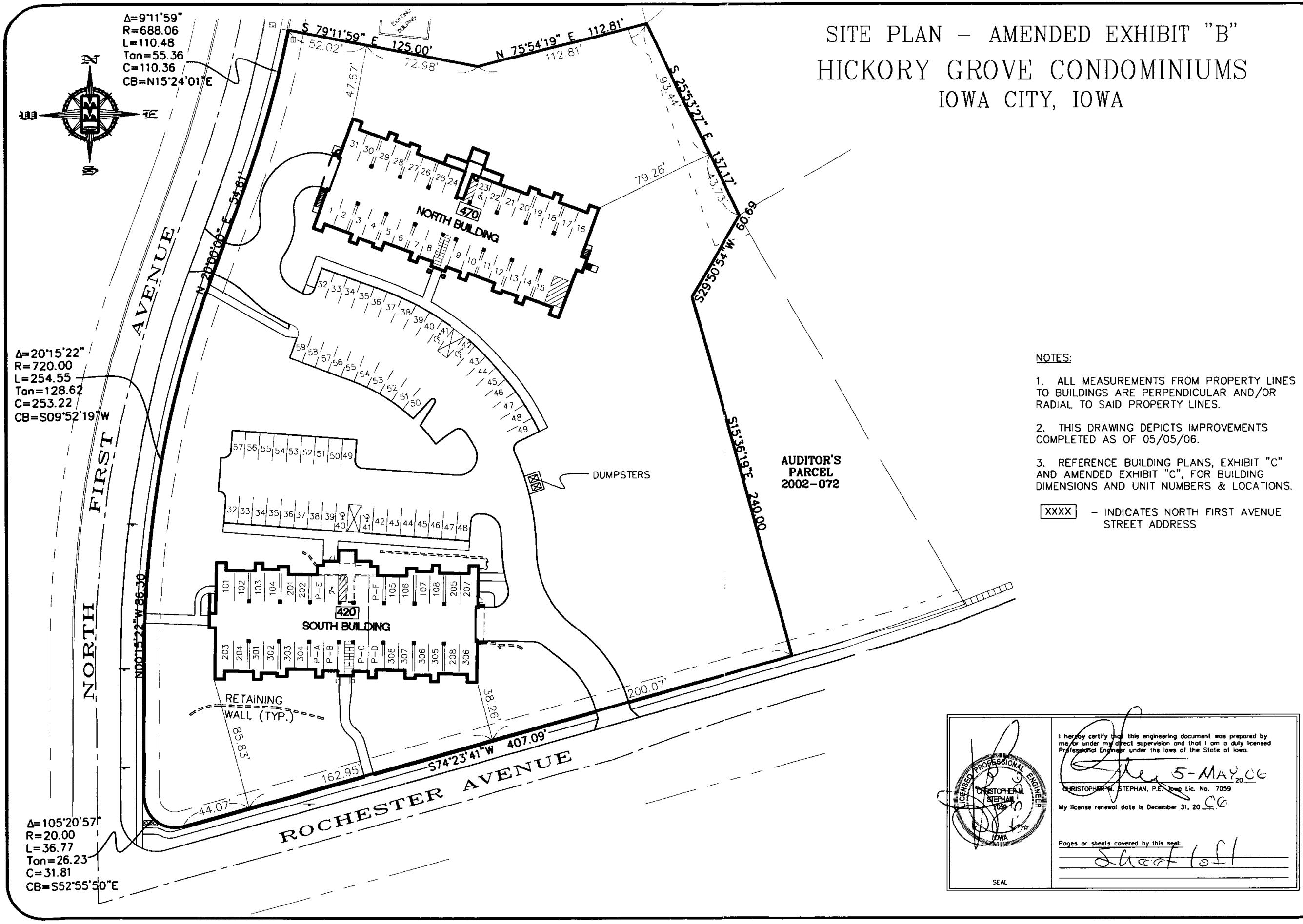
2. **Description of Units and Ownership Interests.** The Ownership interests in the Common Elements, voting rights and Unit designation of each Unit in the Regime is set forth below.

Building	Unit	Percentage Ownership in Common Elements	Pro Rata Share of Expenses	Votes in Association	Designated Parking Space #
470 N. 1st Ave.	101	2.083%	2.083%	1	101
470 N. 1st Ave.	102	2.083%	2.083%	1	102
470 N. 1st Ave.	103	2.083%	2.083%	1	103
470 N. 1st Ave.	104	2.083%	2.083%	1	104
470 N. 1st Ave.	105	2.083%	2.083%	1	105
470 N. 1st Ave.	106	2.083%	2.083%	1	106
470 N. 1st Ave.	107	2.083%	2.083%	1	107
470 N. 1st Ave.	108	2.083%	2.083%	1	108
470 N. 1st Ave.	201	2.083%	2.083%	1	201
470 N. 1st Ave.	202	2.083%	2.083%	1	202
470 N. 1st Ave.	203	2.083%	2.083%	1	203
470 N. 1st Ave.	204	2.083%	2.083%	1	204
470 N. 1st Ave.	205	2.083%	2.083%	1	205
470 N. 1st Ave.	206	2.083%	2.083%	1	206
470 N. 1st Ave.	207	2.083%	2.083%	1	207
470 N. 1st Ave.	208	2.083%	2.083%	1	208
470 N. 1st Ave.	301	2.083%	2.083%	1	301
470 N. 1st Ave.	302	2.083%	2.083%	1	302
470 N. 1st Ave.	303	2.083%	2.083%	1	303
470 N. 1st Ave.	304	2.083%	2.083%	1	304
470 N. 1st Ave.	305	2.083%	2.083%	1	305
470 N. 1st Ave.	306	2.083%	2.083%	1	306
470 N. 1st Ave.	307	2.083%	2.083%	1	307
470 N. 1st Ave.	308	2.083%	2.083%	1	308
420 N. 1st Ave.	101	2.083%	2.083%	1	101
420 N. 1st Ave.	102	2.083%	2.083%	1	102
420 N. 1st Ave.	103	2.083%	2.083%	1	103
420 N. 1st Ave.	104	2.083%	2.083%	1	104

420 N. 1st Ave.	105	2.083%	2.083%	1	105
420 N. 1st Ave.	106	2.083%	2.083%	1	106
420 N. 1st Ave.	107	2.083%	2.083%	1	107
420 N. 1st Ave.	108	2.083%	2.083%	1	108
420 N. 1st Ave.	201	2.083%	2.083%	1	201
420 N. 1st Ave.	202	2.083%	2.083%	1	202
420 N. 1st Ave.	203	2.083%	2.083%	1	203
420 N. 1st Ave.	204	2.083%	2.083%	1	204
420 N. 1st Ave.	205	2.083%	2.083%	1	205
420 N. 1st Ave.	206	2.083%	2.083%	1	206
420 N. 1st Ave.	207	2.083%	2.083%	1	207
420 N. 1st Ave.	208	2.083%	2.083%	1	208
420 N. 1st Ave.	301	2.083%	2.083%	1	301
420 N. 1st Ave.	302	2.083%	2.083%	1	302
420 N. 1st Ave.	303	2.083%	2.083%	1	303
420 N. 1st Ave.	304	2.083%	2.083%	1	304
420 N. 1st Ave.	305	2.083%	2.083%	1	305
420 N. 1st Ave.	306	2.083%	2.083%	1	306
420 N. 1st Ave.	307	2.083%	2.083%	1	307
420 N. 1st Ave.	308	2.083%	2.083%	1	308

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 Building plans, Exhibit "C" attached hereto and incorporated herein. The patio or deck appurtenant to any Unit is designated as Limited Common Elements for that Unit. Parking Spaces are also Limited Common Elements for the applicable Unit Owner at such time as said Parking Space has been deeded to the original Unit Owner.

SITE PLAN – AMENDED EXHIBIT "B"
HICKORY GROVE CONDOMINIUMS
IOWA CITY, IOWA



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 05/05/06.

3. REFERENCE BUILDING PLANS, EXHIBIT "C" AND AMENDED EXHIBIT "C", FOR BUILDING DIMENSIONS AND UNIT NUMBERS & LOCATIONS.

XXXX – INDICATES NORTH FIRST AVENUE STREET ADDRESS

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.

5-MAY 20 06

CHRISTOPHER M. STEPHAN, P.E. Iowa Lic. No. 7059

My license renewal date is December 31, 20 06

Pages or sheets covered by this seal:

Sheet 1 of

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER M. STEPHAN
7059
IOWA

SEAL

Revision No. & Date	
1	LOCATE BLDG. 470
2	LOCATE BLDG. 420

MMS Consultants, Inc.
Iowa City, Iowa (319) 351-8282

Designed by: CMS
Drawn by: cen
Checked by: CMS

Sheet Title: SITE PLAN – AMENDED EXHIBIT "B"

Project Title: HICKORY GROVE CONDOMINIUMS
IOWA CITY, IOWA

Date: 05/23/05
Field Book No:
Scale: 1"=60'
Sheet 1 of 1 Sheets
Project Number: 1296–067

G:\1200\1296067V.DWG 5/5/2006 12:55:55 PM CST

Book: 4027 Page: 86 Seq: 5

HODGE CONSTRUCTION
HICKORY GROVE CONDOMINIUMS

420 North First Avenue
IOWA CITY, IOWA

REFERENCE INDICATIONS

SECTION IDENTIFICATION / SHEET WHERE SHOWN — BUILDING SECTION

ROOM / 101 — ROOM IDENTIFICATION

SECTION IDENTIFICATION / SHEET WHERE SHOWN — DETAIL

FLOOR 8'-0" — ELEVATIONS

SECTION IDENTIFICATION / SHEET WHERE SHOWN — WALL SECTION

DOOR NUMBER

MATERIAL SYMBOLS

CONCRETE

CONCRETE MASONRY UNIT

ROUGH WOOD

STEEL

BATT INSULATION

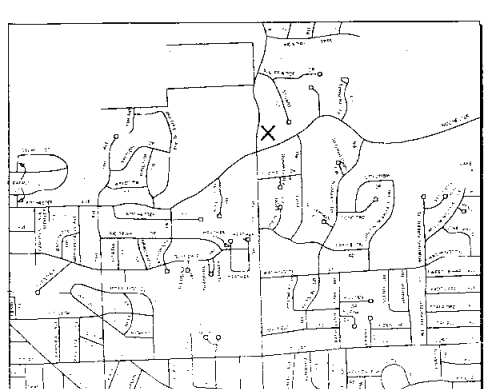
RIGID INSULATION

BRICK

PLYWOOD

THESE BUILDING PLANS HAVE BEEN REVISED TO DEPICT RECORD-OF- CONSTRUCTION FOR PURPOSES OF SATISFYING CHAPTER 499B, HORIZONTAL PROPERTY ACT (CONDOMINIUMS) OF THE CODE OF IOWA.

PROJECT LOCATION:
420 NORTH FIRST AVENUE



I.C. INSPECTION DEPARTMENT REVIEW NOTES:

City of Iowa City Building Department
Plan Review Comments (9.23.05)

The building is reviewed as an R-2 Occupancy under the 2003 International Building Code.

1. A minimum 2A10BC rated fire extinguisher must be mounted in an accessible location within each dwelling unit. [Sec. 14-5E-1 Iowa City Housing Code]
2. An approved key box shall be installed in an approved location in all secured apartment buildings. (Sec. 506.1 International Fire Code)] A Knox Rapid Entry System order form with payment attached needs to be completed and returned to the Fire Marshal. A Knox FDC lockable cover also needs to be ordered through the fire department.
3. The building must meet accessibility requirements of the Iowa State Building Code, Division VII. This includes, but is not limited to:
   a. Graspable hardware is required on all common area doors. Doors may have a maximum 16" threshold height.
   b. Bathroom walls require blocking installed for future grab bar installation
   c. Outlets, light switches and environmental controls must meet mounting height restrictions.
   d. Audible and visual alarms are required in the common areas. [Sec.903.4.2 ISC as amended.] Wiring for future installation of audible and visual alarm devices must installed within the units.
   e. Stair nosings need to be as per Sec.4.9 ADAAG.
4. An automatic sprinkling system is required throughout the building. [Sec. 903.2.7] Sprinkler protection shall be provided for exterior balconies and ground-floor patios of dwelling units when the building is of combustible construction. [Sec. 903.3.1.2.1] Plans must be submitted to the Fire Marshall for review. Certification of installation and testing must be received and approved by the Fire Marshall prior to occupancy.
5. Fire alarm system plans need to be submitted to the Fire Marshall for review. Certification of installation and testing as per NFPA 72 Standard must be received and approved prior to occupancy. A copy of the monitoring contract is needed.
6. The building address needs to be posted on the building exterior and be clearly visible from the street. Individual unit numbers need to be posted on each apartment entry door.
7. Fire door assemblies in exit enclosures shall also be automatic closing by actuation of a smoke detector. [Sec. 1019.1.1 as amended]
8. Safety glazing is required in hazardous locations as defined by Sec. 2406.
   a. Within 5' of the top or bottom of stairs if also within 60" of a walking surface
9. The building shall not be occupied until a Certificate of Occupancy has been issued. A Certificate of Occupancy will not be issued until all inspection issues have been resolved. [Sec. 110]
10. An energy audit is needed prior to issuance of the building permit.
11. An approved set of construction drawings, including plan review comments, needs to be kept on the job site and be available to the building inspectors. [Sec. 106.3.1]
12. Standpipes are required in the stair enclosures. [Sec.905.3.1 and Sec.905.4]
13. A valid rental permit will be required for this structure before its Certificate of Occupancy is released. The fee for a rental permit is $110 for structure plus $15 per bedroom. Please contact Rental Housing, 356-5130, for rental permit application. To waive requirement, provide to this department verification of structure's owner-occupied status.
14. The building appears to exceed the allowable height for the zone of 42.67 feet with increase for yards. Building height will need to be conforming prior to issuance of the building permit.
15. Mailboxes will need to maintain the stair enclosure ratings.
16. Columns, girders, beams, lintels, or other structural members that support more than two floors or one floor and roof or support a load bearing wall shall be individually protected on all sides for the full length with materials having the required fire-resistance rating. [Sec 714.2.1] Note basement and first floor beams and columns in particular.

17. Fire partitions separating dwelling units from other dwelling units and from the common areas need to extend to the roof sheathing unless the roof/ceiling assembly is of one-hour, fire-resistive construction. [Sec.708.4] Note that the roof/ceiling assembly is not indicated as being one hour construction.
18. An opening of minimum 100 square inches is needed into the laundry room for dryer make-up air. Door undercuts and ductwork openings may contribute to this minimum size.
19. Unless specifically described in a design, the addition of insulation in the concealed space between the ceiling membrane and the floor structure may reduce the hourly rating of an assembly by causing premature disruption of the ceiling membrane and/or higher temperatures on structural components under fire exposure conditions. [General note #18, UL Fire Resistance Directory] Insulation may be added to this system only if an additional layer of 5/8" drywall is added to the ceiling.
20. Fire barrier walls forming sides of the elevator shaft need to extend to the roof sheathing unless constructed as per listed exceptions. [Sec. 708.4]
21. The elevator shaft requires hoistway venting [Sec. 3004]
22. Stairway floor number signs are needed at each floor level. [Sec.1019.1.7]
23. The east stair enclosure, stair 113, is exiting over an unprotected opening. Additional information/design is needed which will provide adequate one-hour fire-resistive exiting. The west stair enclosure is opening over the non-rated basement door and has a non-rated deck/floor system.
24. Exit discharge needs to provide a direct and unobstructed access to the public way [Sec. 1023.6] Note that no walks are shown from either stair enclosure discharge.

CODE ANALYSIS:

Code Review
2003 International Building Code

		Code section
Occupancy classification		Chapter 3
Lower level garage	S2	
First, second and third floors	R2	
Occupancy separation		302.3.2, Note c
Provide 1 hour fire rated barrier between S2 and R2		
Provide 1 hour fire separation between dwelling units		

Occupant loads	Factor	SF	Load	Total	Table 1003.2.2.2
Basement (parking)	200	11,200	56	56	
First Floor	200	1,200	6/unit	48	
Second Floor	200	1,200	6/unit	48	
Third Floor	200	1,200	6/unit	48	

Type of Construction	Type V-B	
Allowable Hight	40ft, 2 stories	Table 503
Allowable area	7000sf/flr	
Hight Increase	20ft, 1 story	504.2
Area Increase	7000sf x 2 = 14,000sf/flr	506.3
Fire resistive requirements		Table 601
Structural frame	0 HR	
Bearing Walls	0 HR	
Non-bearing walls	0 HR	
Floor Construction	0 HR	
Roof Construction	0 HR	
Install an automatic sprinkler system	NFPA 13R	903.2.7, 903.2.9
Install a fire alarm system		907.2.9
Provide an approved supervisory station for the fire alarm system and automatic sprinkler system		901.6.1, 901.6.2
Provide electronics, per sion for all valves controlling the water supply for the automatic sprinkler system and water flow switches on the sprinkler system		903.4
Connect approved audible and visible devices to the automatic sprinkler system and water flow switches on the sprinkler system		903.4.2
Provide quick response or residential automatic sprinklers in all dwelling units and sleeping rooms.		903.3.2
Provide 1 hour fire-rated shafts for all exit enclosures		707.4
Provide 1 hour fire-rated assemblies on all openings in exit enclosures.		Table 715
Walls, partitions, and floor/ceiling assemblies separating dwelling units from each other shall have a sound transmission class (STC) of not less than 50.		1207.2
Floor/ceiling assemblies between dwelling units shall have an impact insulation class (IIC) of not less than 50.		1207.3

INDEX OF DRAWINGS

G-001 TITLE SHEET

STRUCTURAL DRAWINGS
S-1 FOUNDATION PLAN
S-2 FIRST FLOOR FRAMING PLAN
S-3 SECOND FLOOR FRAMING PLAN
S-4 THIRD FLOOR FRAMING PLAN
S-5 FOUNDATION DETAILS
S-6 FIRST FLOOR DETAILS
S-7 FRAMING DETAILS
S-8 ELEVATOR & ENTRANCE DETAILS
S-9 SHEAR WALL DETAILS

ARCHITECTURAL DRAWINGS
A-100 BASEMENT LEVEL FLOOR PLAN
A-101 FIRST LEVEL FLOOR PLAN
A-102 SECOND LEVEL FLOOR PLAN
A-103 THIRD LEVEL FLOOR PLAN
A-104 TYPICAL UNIT FLOOR PLAN
A-113 THIRD LEVEL CEILING PLAN
A-121 ROOF PLAN
A-201 EXTERIOR ELEVATIONS
A-301 WALL SECTIONS
A-501 DETAILS

I hereby certify that the portion of this technical submission described herein was prepared by me or under my direct supervision and responsible charge. I am a duly registered Architect under the laws of the State of Iowa.
DWIGHT A. DOBBERSTEIN
Signature — Date
Registration expires June 30, 2005
Pages or sheets covered by this seal:
Date issued:

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.
DATE
ROSANNE H. EBRAHIM
My license renewal date is December 31,
Pages or sheets covered by this seal:
Date issued:

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:
AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

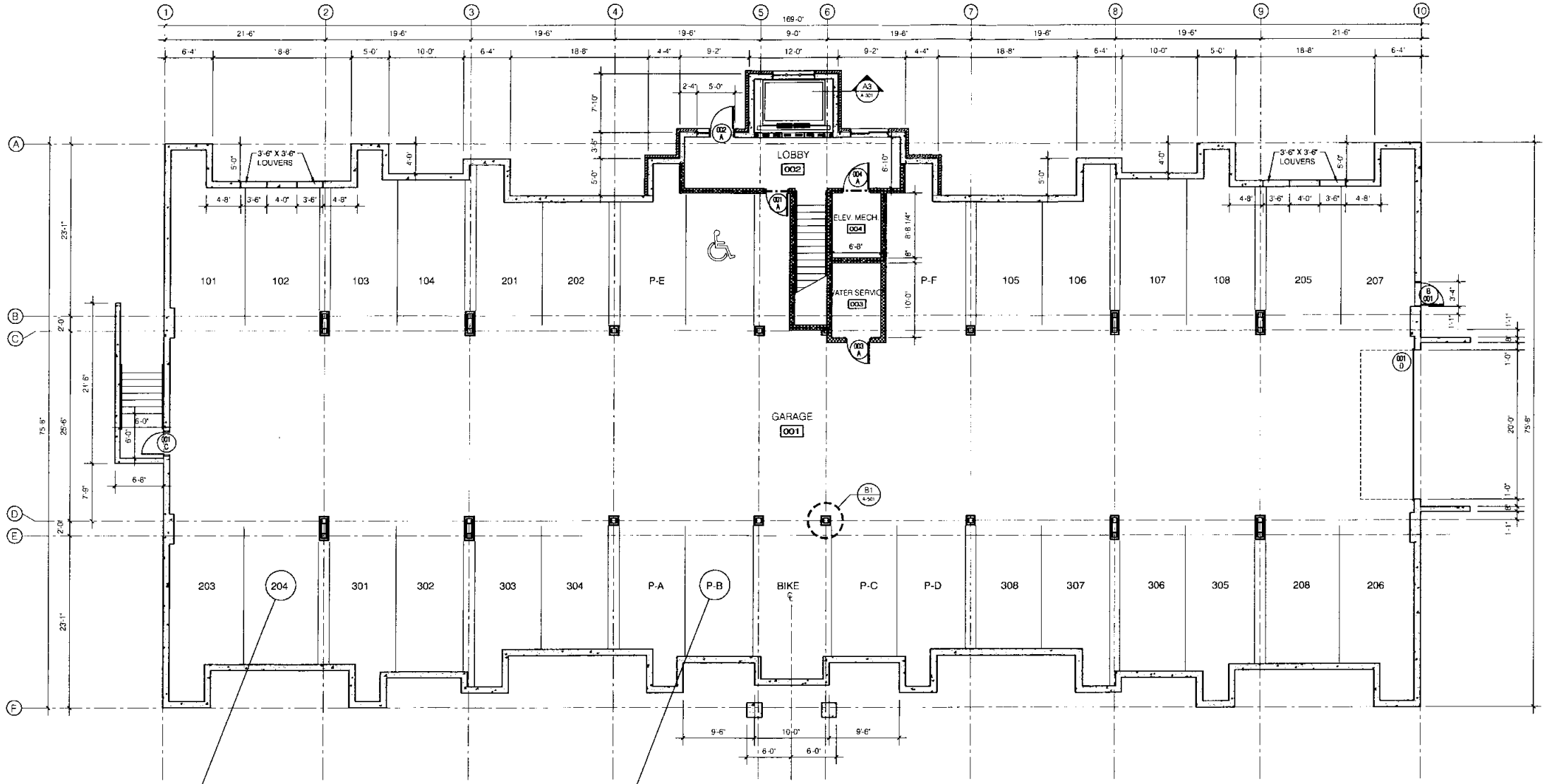
Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
TITLE SHEET

Sheet Number:
G-001

Book: 4027 Page: 86 Seq: 6



FLOOR PLAN-BASEMENT LEVEL
1/8" = 1'-0"

PLAN NORTH

LEGEND:
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER

DOOR AND FRAME SCHEDULE

NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES

NOTES
1. ADD COILING FIRE PROTECTION DOOR - 45 MIN. RATING

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS, LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

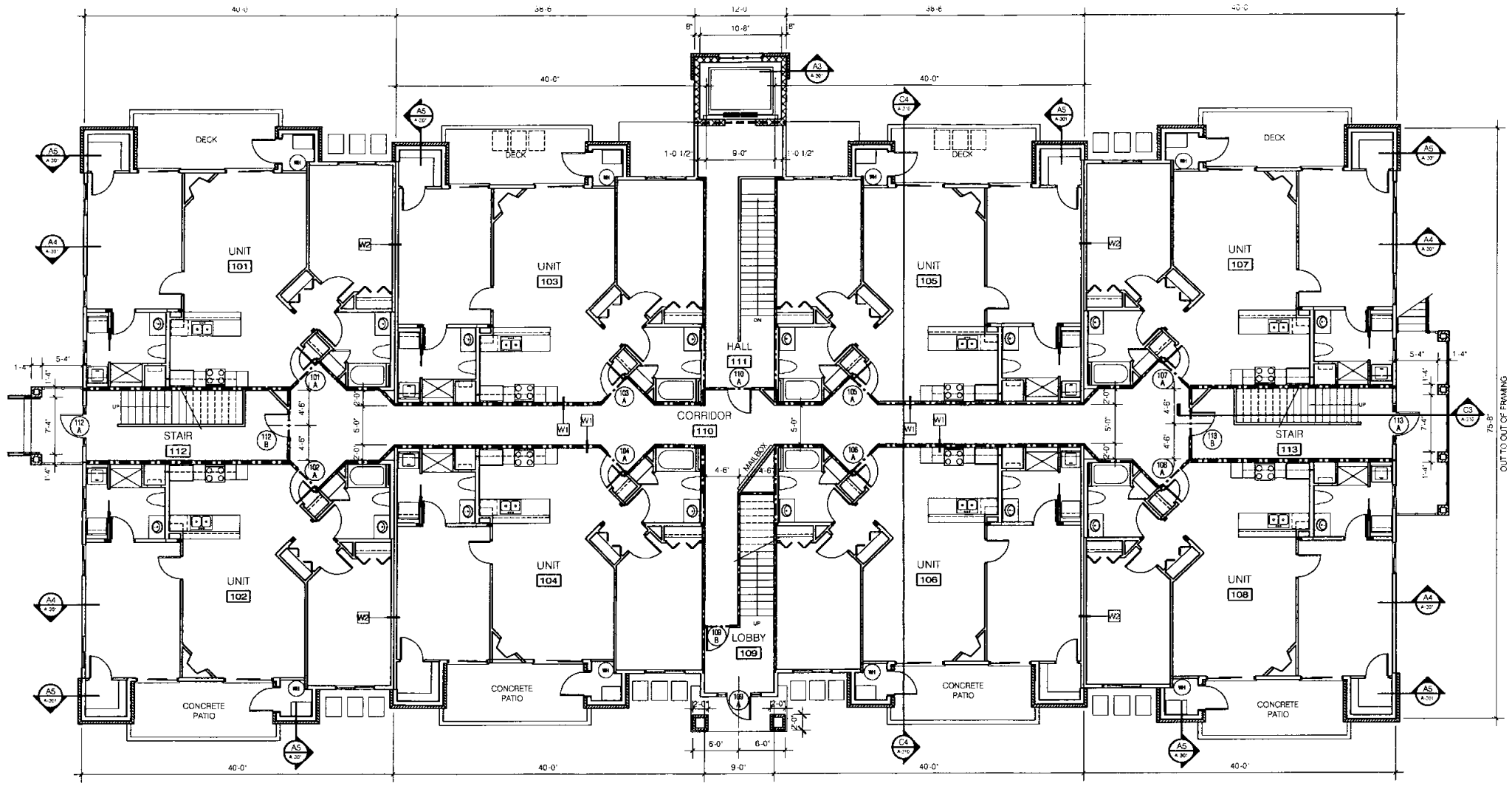
©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:

BASEMENT LEVEL FLOOR PLAN

Sheet Number:

A-100



FLOOR PLAN-FIRST LEVEL
1/8" = 1'-0"

PLAN NORTH

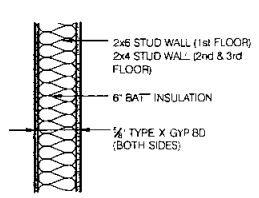
SEE SHEET A-104 FOR TYPICAL UNIT DIMENSIONS

LEGEND:

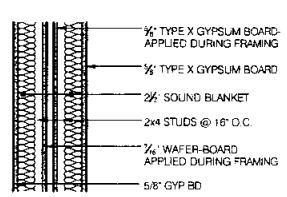
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER

DOOR AND FRAME SCHEDULE

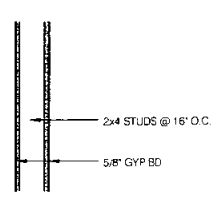
NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES



A1 WALL TYPE-W1
1" = 1'-0"



A2 WALL TYPE-W2
1" = 1'-0"



A3 WALL TYPE-W3
1" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

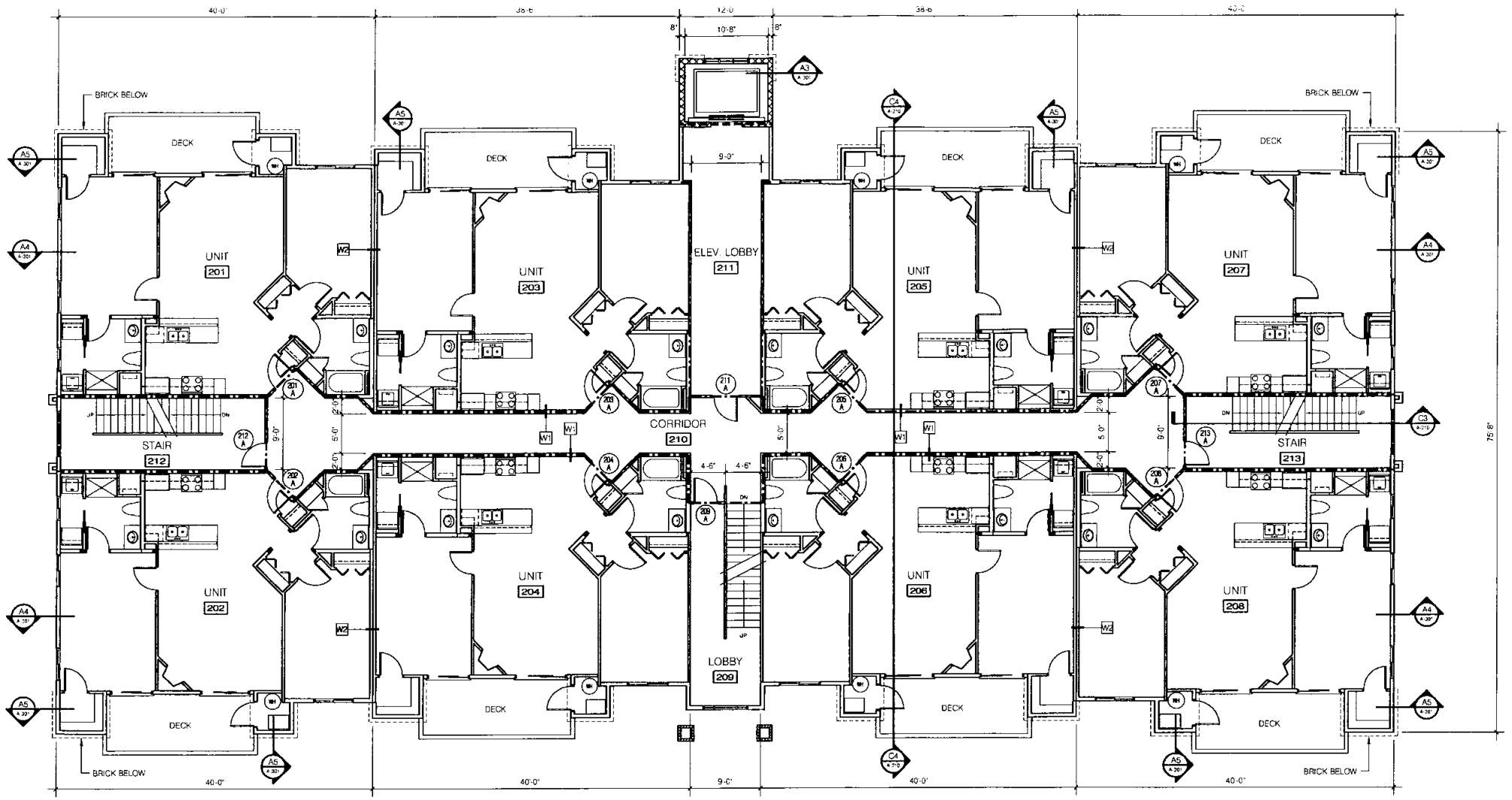
Sheet Title:

FIRST LEVEL FLOOR PLAN

Sheet Number:

A-101

Book: 4027 Page: 86 Seq: 8

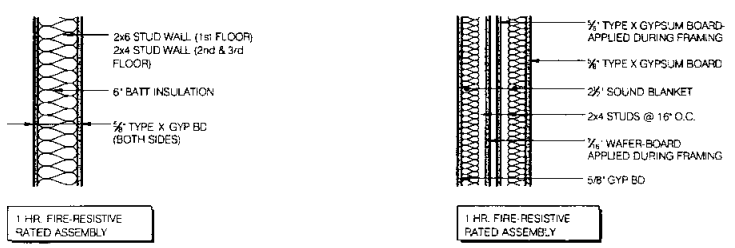


FLOOR PLAN-SECOND LEVEL
1/8" = 1'-0"

PLAN NORTH

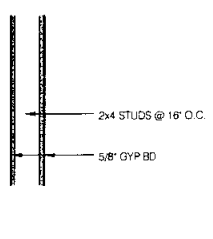
SEE SHEET A-104 FOR TYPICAL UNIT DIMENSIONS

LEGEND:
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER



A1 WALL TYPE-W1
1" = 1'-0"

A2 WALL TYPE-W2
1" = 1'-0"



A3 WALL TYPE-W3
1" = 1'-0"

DOOR AND FRAME SCHEDULE

NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

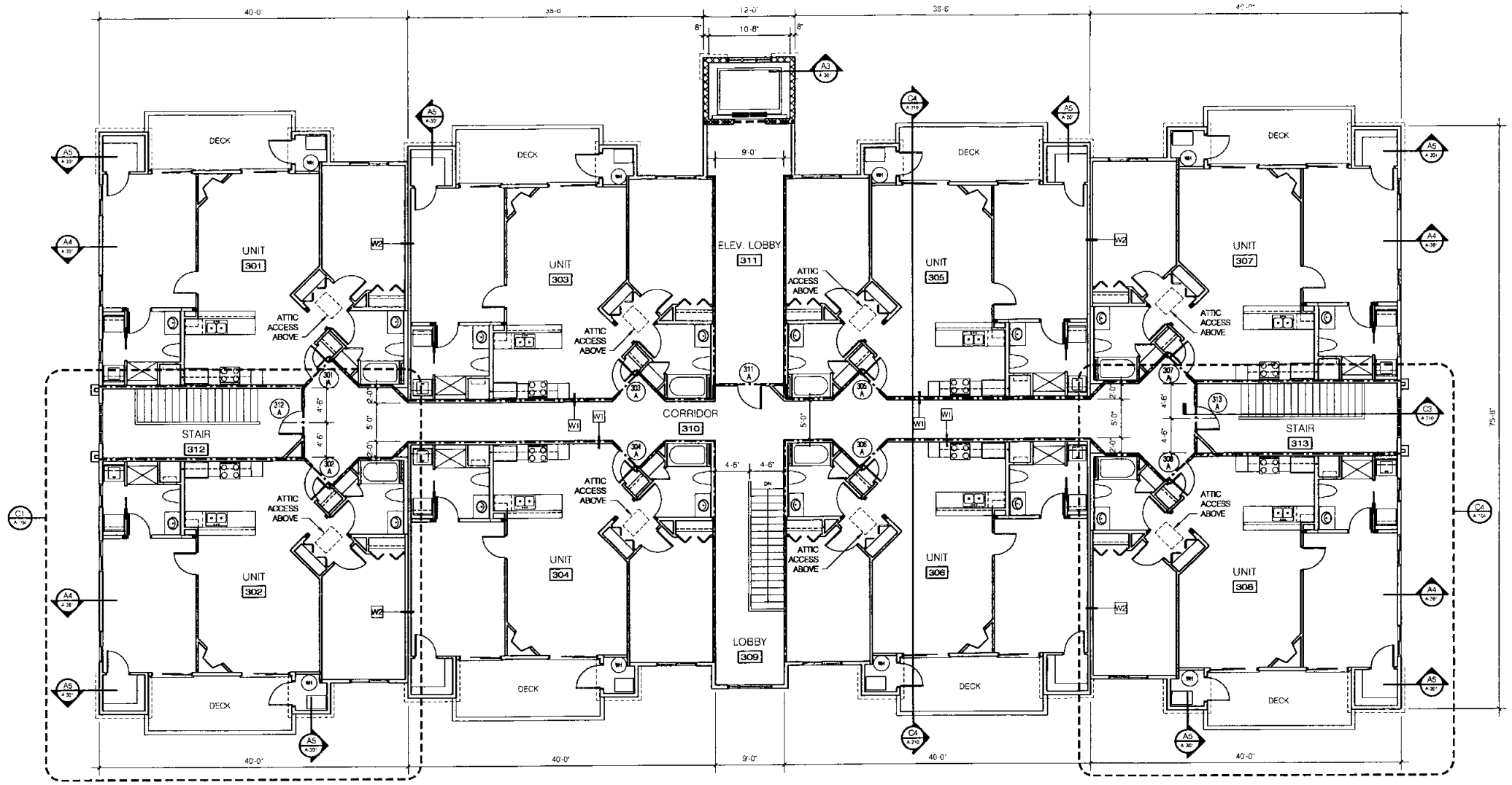
©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:

SECOND LEVEL FLOOR PLAN

Sheet Number:
A-102

Book: 4027 Page: 86 Seq: 9

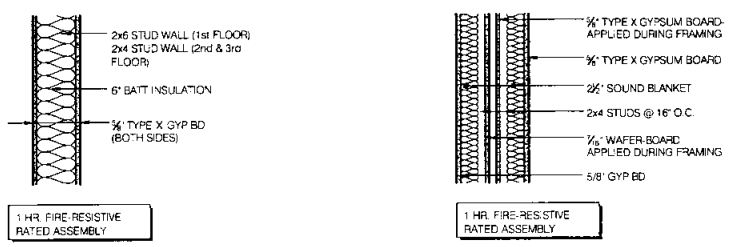


FLOOR PLAN-THIRD LEVEL
1/8" = 1'-0"

PLAN NORTH

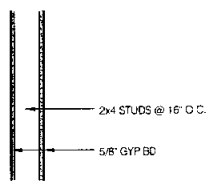
SEE SHEET A-104 FOR TYPICAL UNIT DIMENSIONS

LEGEND:
- 1 HOUR FIRE BARRIER
- 2 HOUR FIRE BARRIER



A1 WALL TYPE-W1
1" = 1'-0"

A2 WALL TYPE-W2
1" = 1'-0"



A3 WALL TYPE-W3
1" = 1'-0"

DOOR AND FRAME SCHEDULE

NO.	ROOM	SIZE-PR WxH	FIRE RTNG.	NOTES

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.095
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

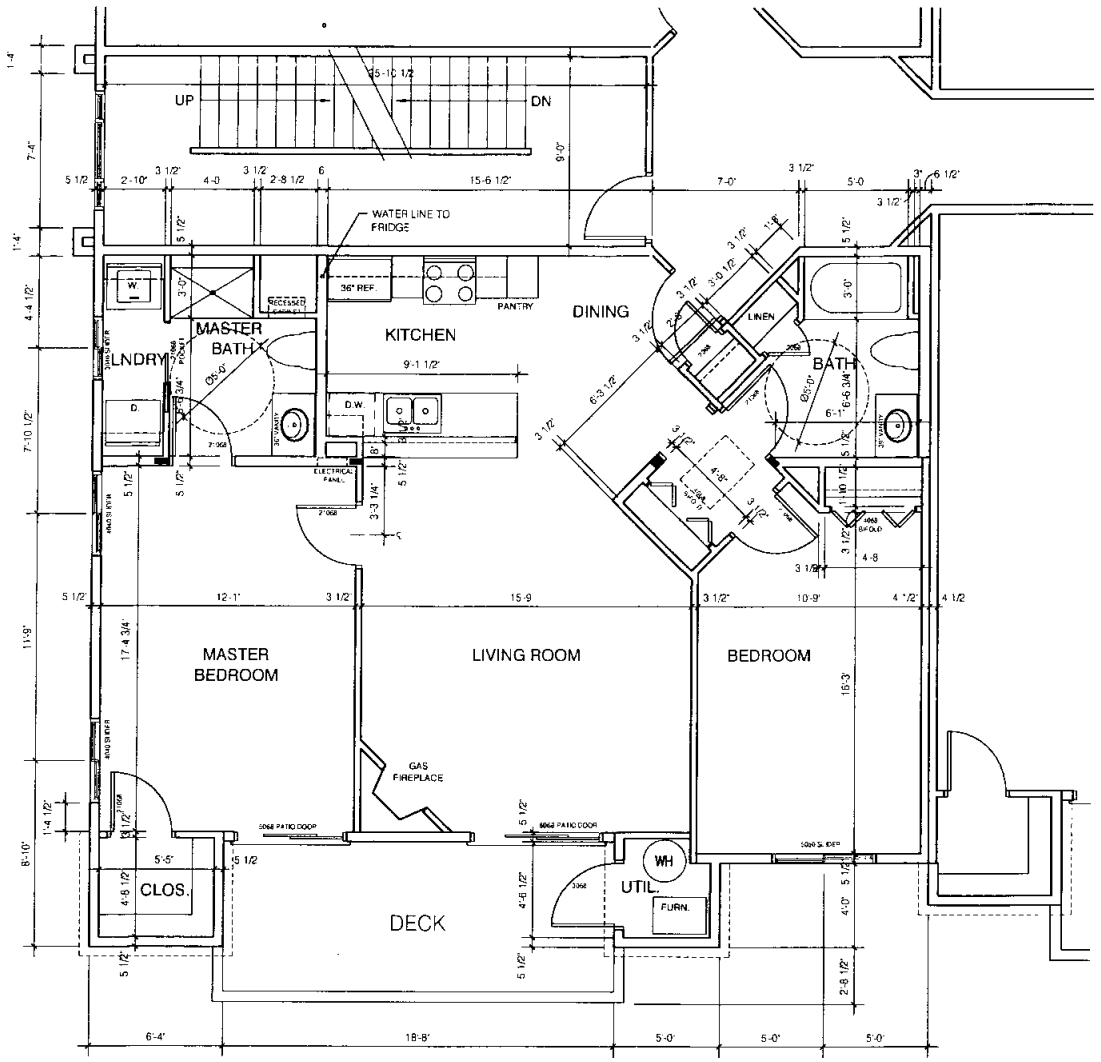
Sheet Title:

THIRD LEVEL FLOOR PLAN

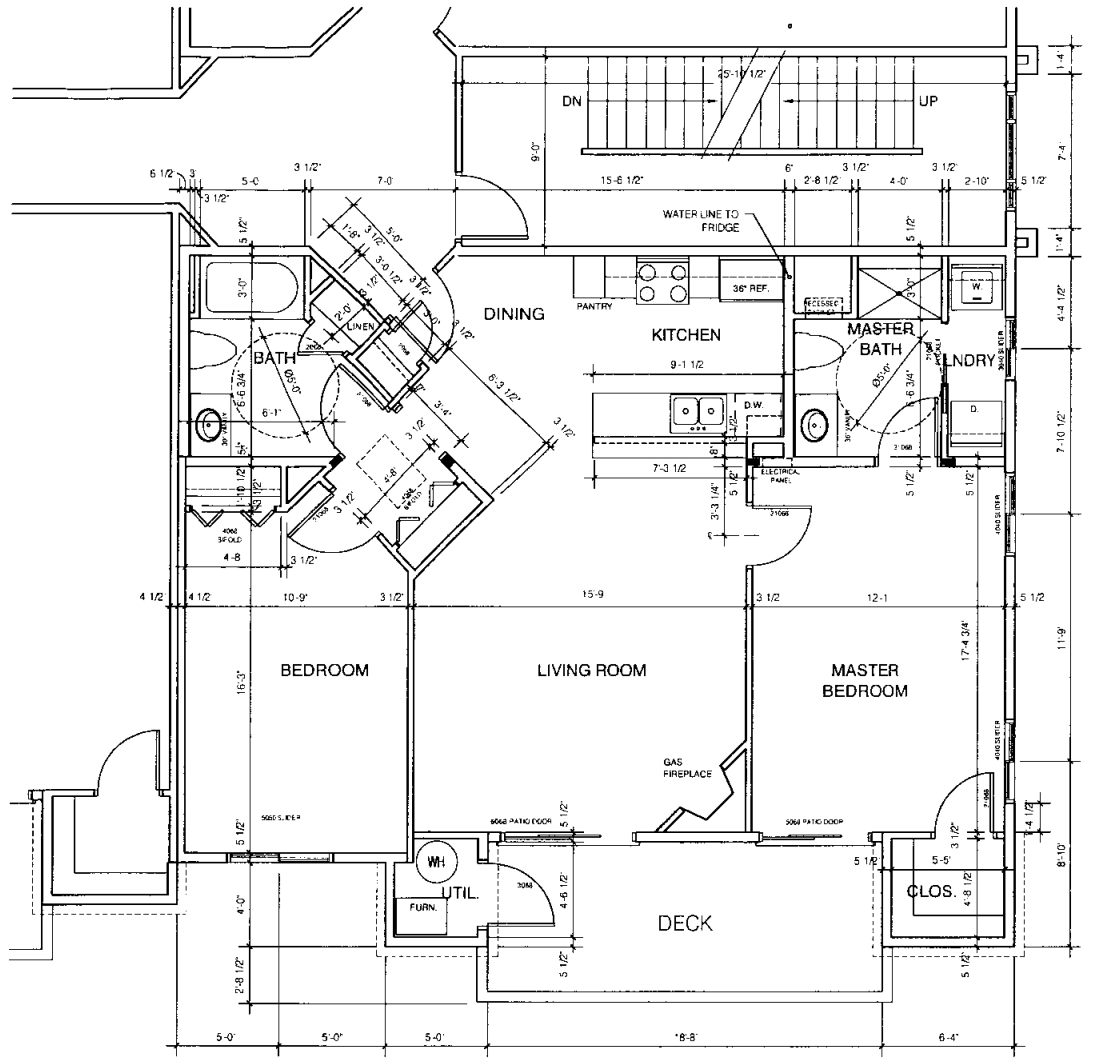
Sheet Number:

A-103

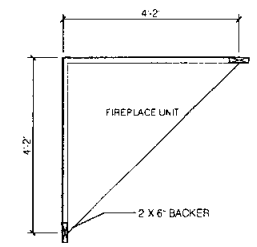
Book: 4027 Page: 86 Seq: 10



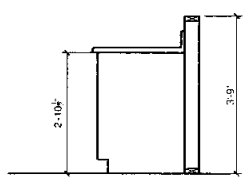
C1 FLOOR PLAN - TYPICAL 'LEFT' UNIT
1/4"=1'-0"



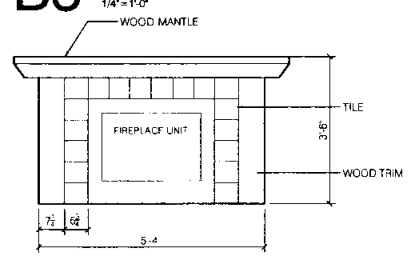
C4 FLOOR PLAN - TYPICAL 'RIGHT' UNIT
1/4"=1'-0"



B5 FIREPLACE PLAN - TYPICAL
1/4"=1'-0"



A4 COUNTER ELEVATION - TYPICAL
1/4"=1'-0"



A5 FIREPLACE ELEVATION - TYPICAL
1/4"=1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

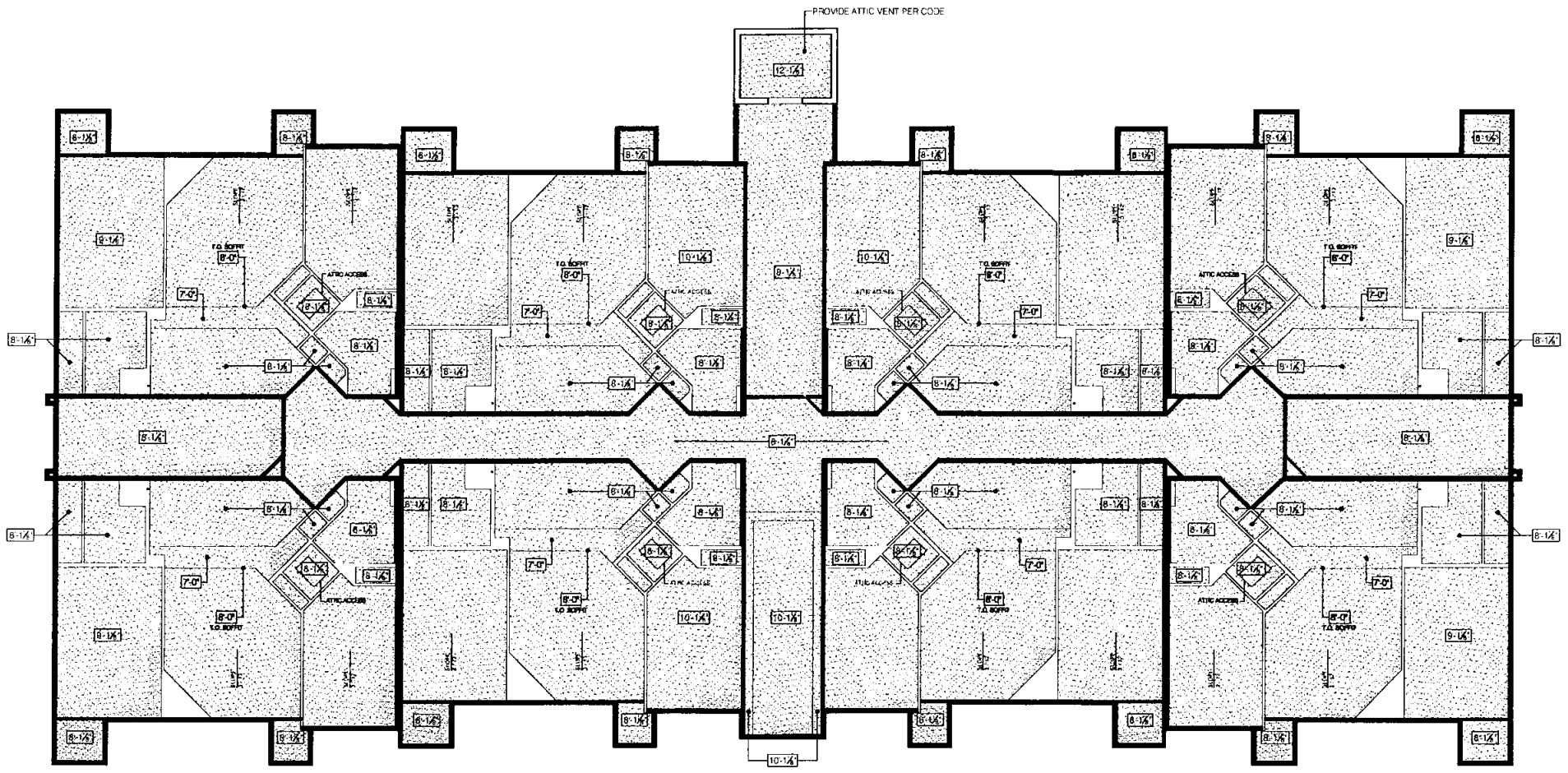
Sheet Title:

TYPICAL UNIT FLOOR PLAN

Sheet Number:

A-104

Book: 4027 Page: 86 Seq: 11



CEILING PLAN-THIRD LEVEL
1/8" = 1'-0"

PLAN NORTH

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

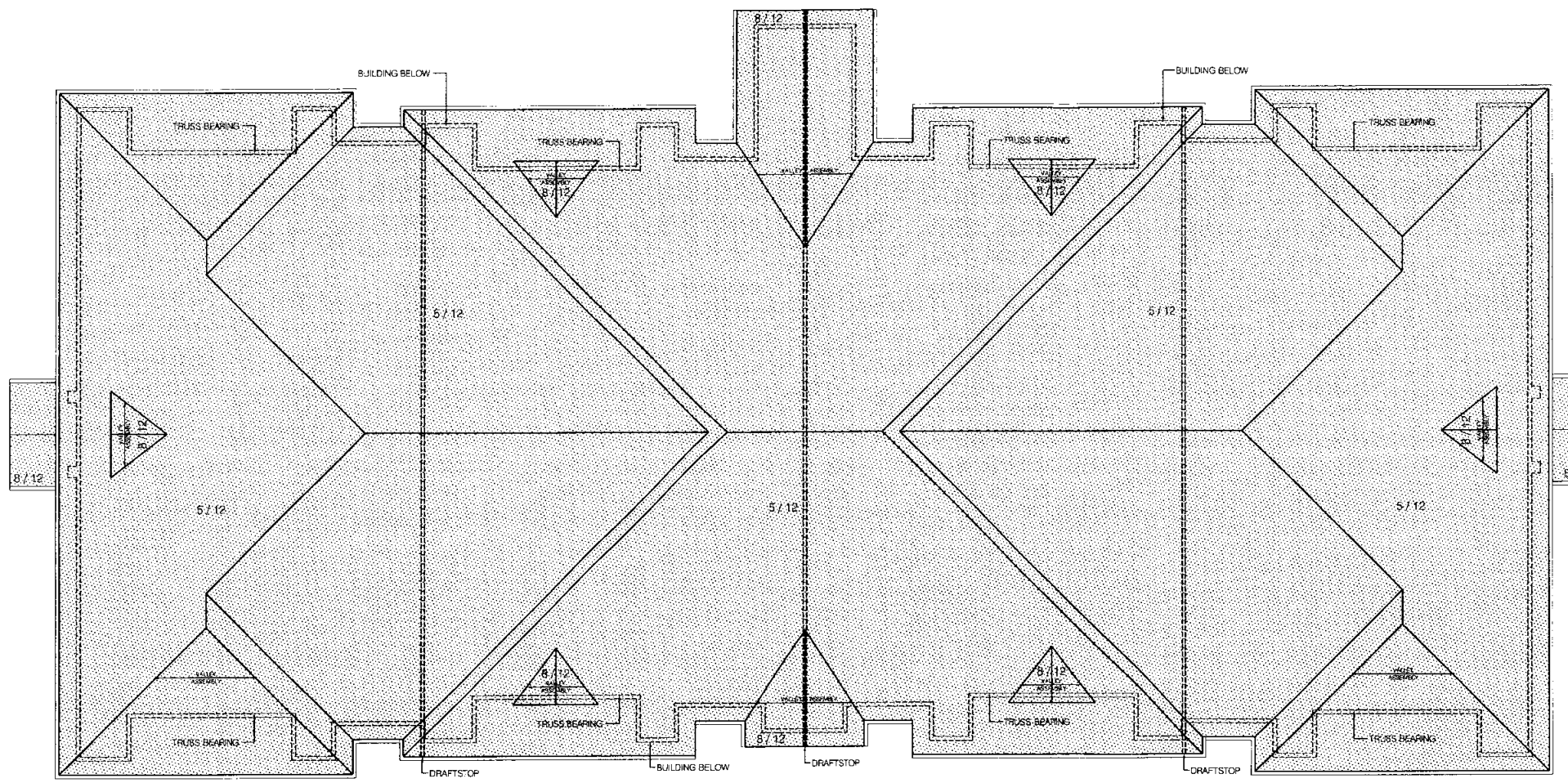
Sheet Title:

THIRD LEVEL CEILING PLAN

Sheet Number:

A-113

Book: 4027 Page: 86 Seq: 12



NOTE:
PROVIDE DRAFTSTOPS TO DIVIDE ATTIC INTO 3000 S.F. MAXIMUM.

ROOF PLAN
1/8" = 1'-0"

PLAN NORTH

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.095
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
ROOF PLAN

Sheet Number:
A-121

Book: 4027 Page: 86 Seq: 13



C1 WEST ELEVATION
1/8" = 1'-0"



C5 EAST ELEVATION
1/8" = 1'-0"



B2 NORTH ELEVATION
1/8" = 1'-0"



A2 SOUTH ELEVATION
1/8" = 1'-0"

WINDOW SCHEDULE		
A	4'-0" X 5'-0"	SLIDER
B	3'-0" X 3'-0"	SLIDER
C	5'-0" X 5'-0"	SLIDER
D	5'-0" X 5'-0"	SLIDER W/ 1'-6" TRANSOMS
E	5'-0" X 5'-8"	FIXED W/ 1'-6" TRANSOMS
F	5'-0" X 5'-8"	FIXED

INTERNATIONAL RESIDENTIAL CODE, SECTION 310:
§IRR310.1 Emergency escape and rescue required. Basements with habitable space and every sleeping room shall have at least one operable emergency escape and rescue opening. Interior door opening for emergency escape and rescue. Where openings are provided as a means of escape and rescue they shall have a sill height of not more than 44 inches (1118 mm) above the floor. Where a door opening having a threshold below the adjacent ground elevation serves as an emergency escape and rescue opening and is provided with a bulkhead enclosure, the bulkhead enclosure shall comply wit
§IRR310.3 The net clear opening dimensions required by this section shall be obtained by the normal operation of the window or door opening from the inside. Escape and rescue window openings with a finished sill height below the adjacent ground elevation shall be provided wit a window well in accordance with §IRR310.2

§IRR310.1.1 Minimum opening area. All emergency escape and rescue openings shall have a minimum net clear opening of 5.7 square feet (0.530 m^2).

EXCEPTION: Grade floor openings shall have a minimum net clear opening of 5 square feet (0.465 m^2).

§IRR310.1.2 Minimum opening height. The minimum net clear opening height shall be 24 inches (610 mm).

§IRR310.1.3 Minimum opening width. The minimum net clear opening width shall be 20 inches (508 mm).

§IRR310.1.4 Operational constraints. Emergency escape and rescue openings shall be operational from the inside of the room without the use of keys or tools.

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:
AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

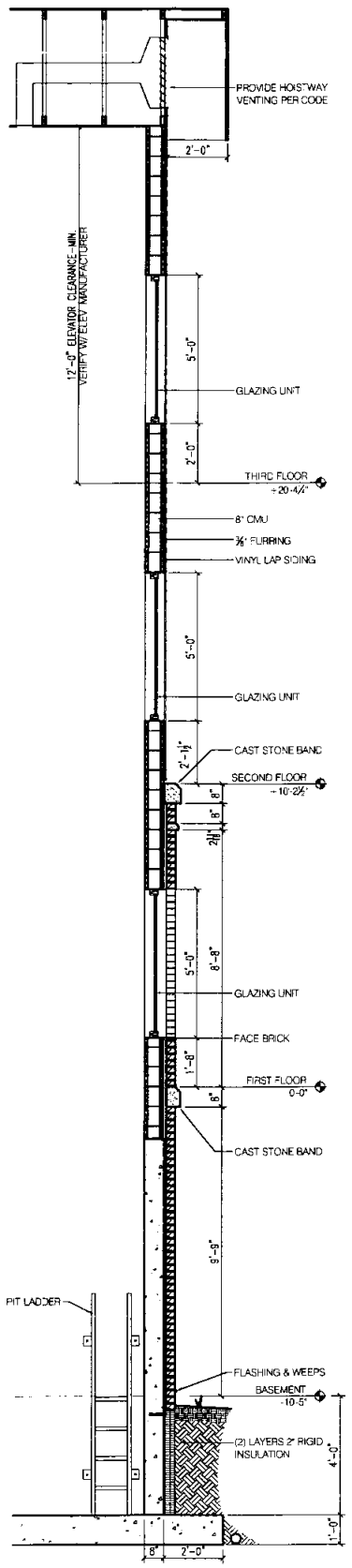
Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

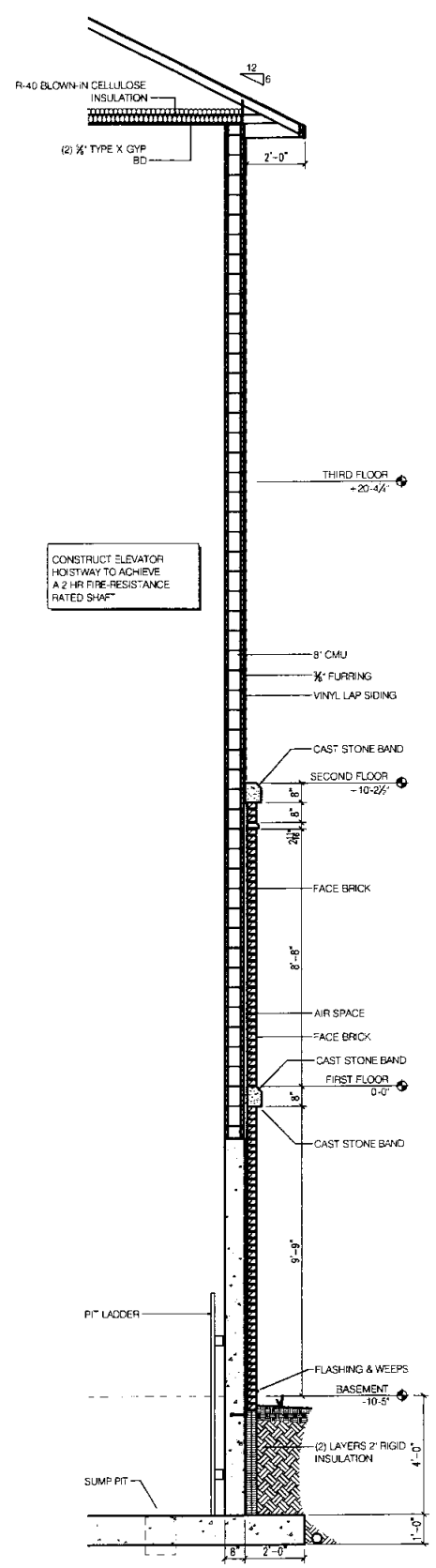
©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
EXTERIOR ELEVATIONS

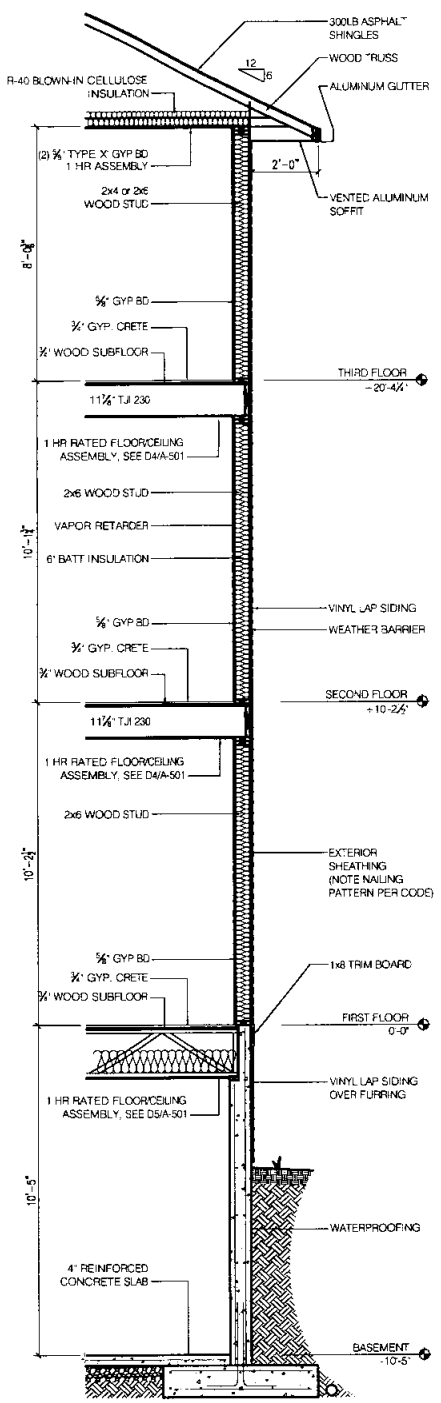
Sheet Number:
A-201



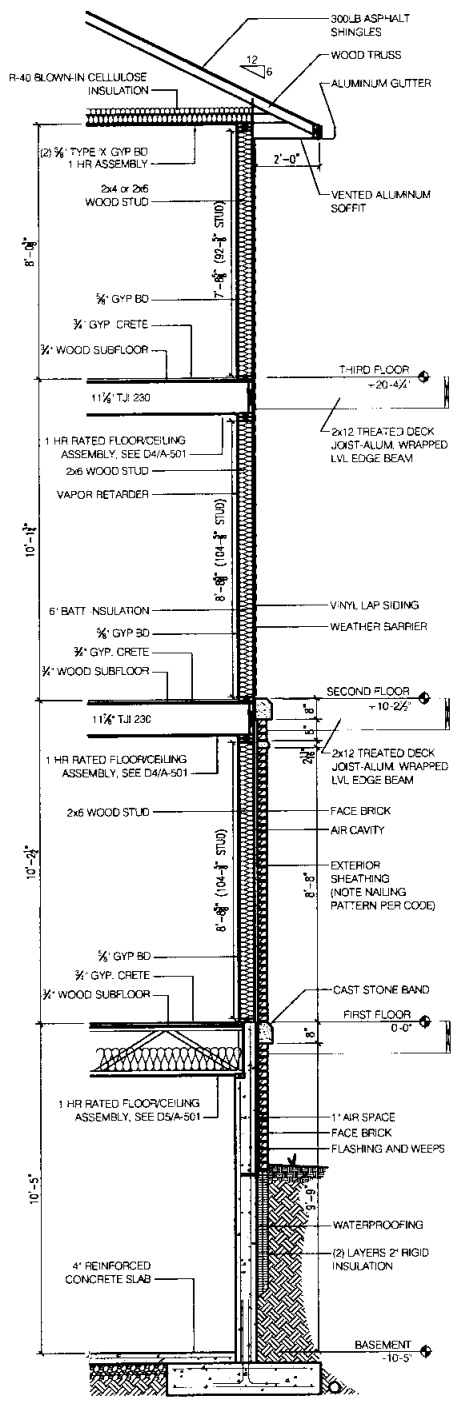
A2 WALLS SECTION
3/8" = 1'-0"



A3 WALLS SECTION
3/8" = 1'-0"



A4 WALLS SECTION
3/8" = 1'-0"



A5 WALLS SECTION
3/8" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

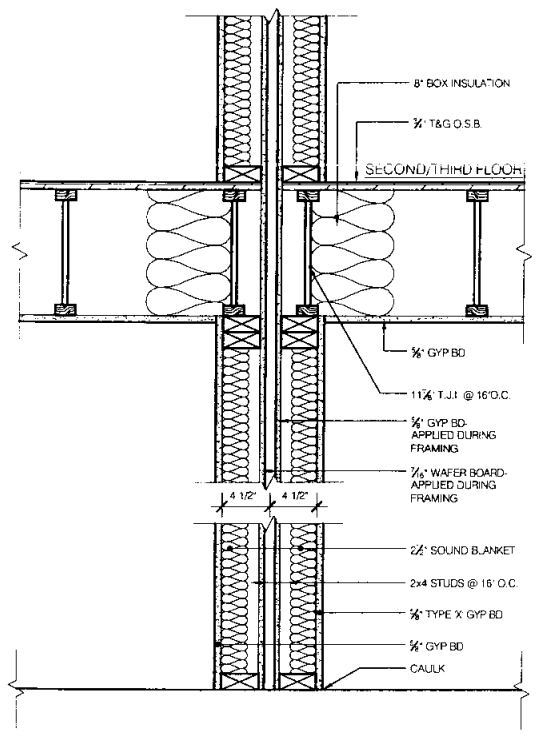
Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

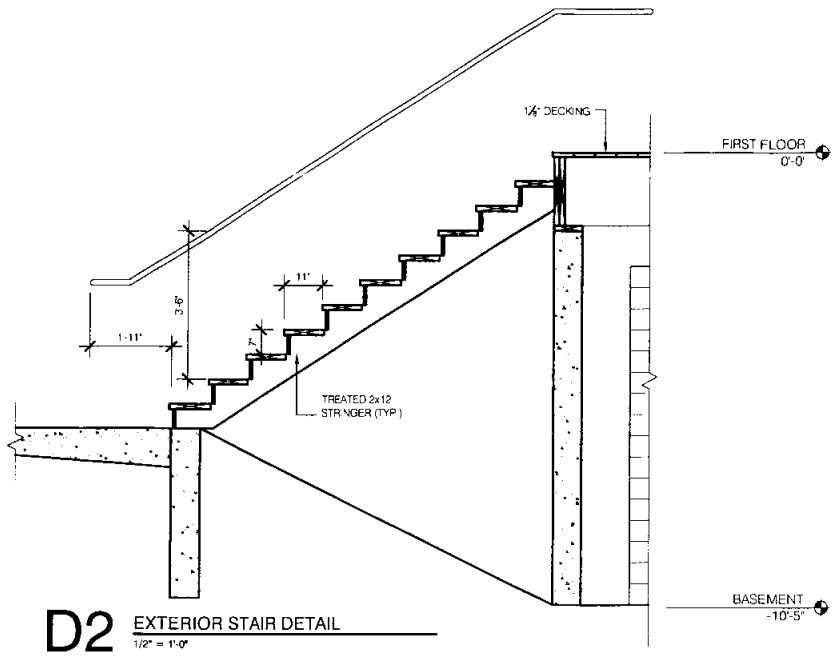
Sheet Title:
WALL SECTIONS

Sheet Number:
A-301

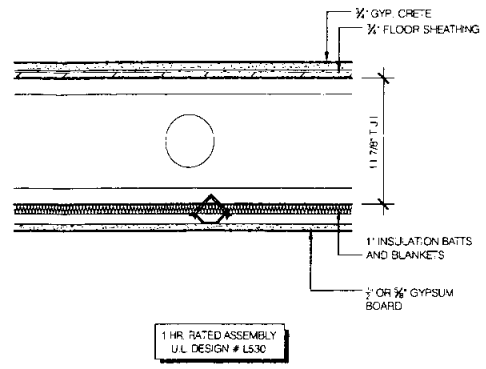
Book: 4027 Page: 86 Seq: 15



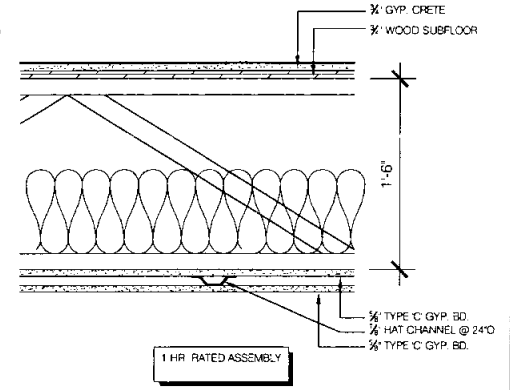
C1 PARTY WALL SECTION
1 1/2" = 1'-0"



D2 EXTERIOR STAIR DETAIL
1/2" = 1'-0"

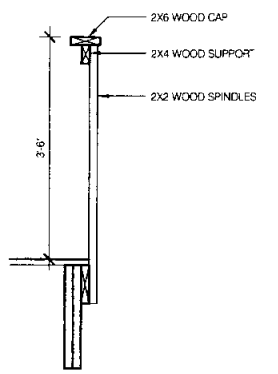


D4 CEILING/FLOOR ASSEMBLY
1 1/2" = 1'-0"

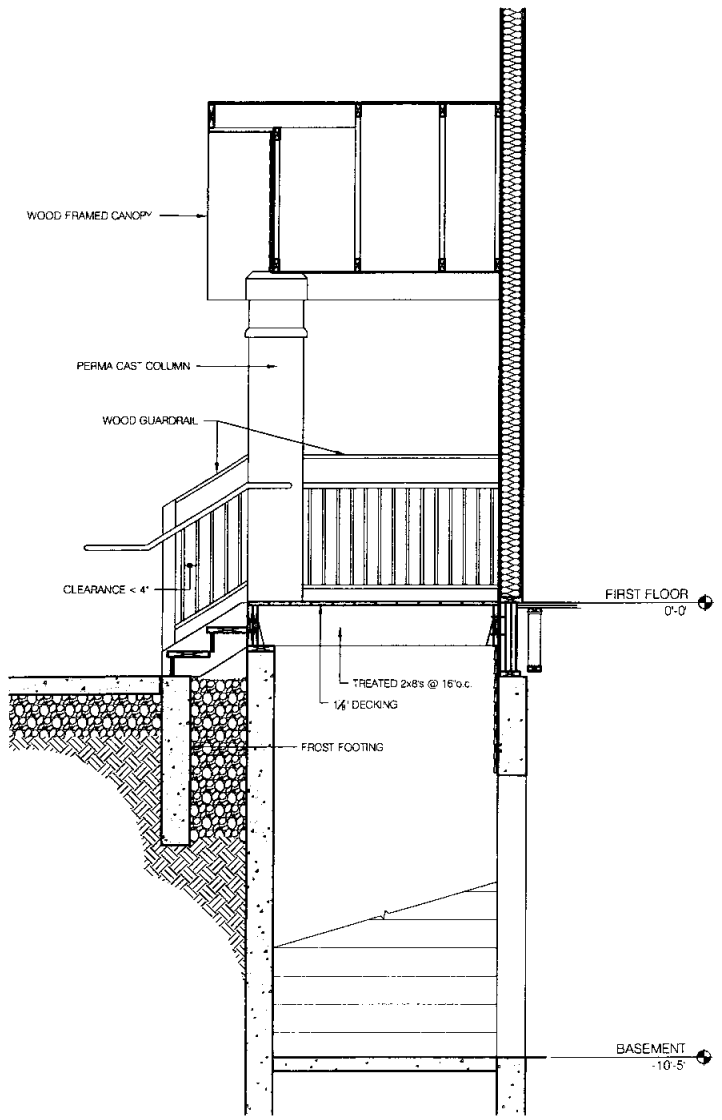


D5 BASEMENT CEILING/FIRST FLOOR ASSEMBLY
1 1/2" = 1'-0"

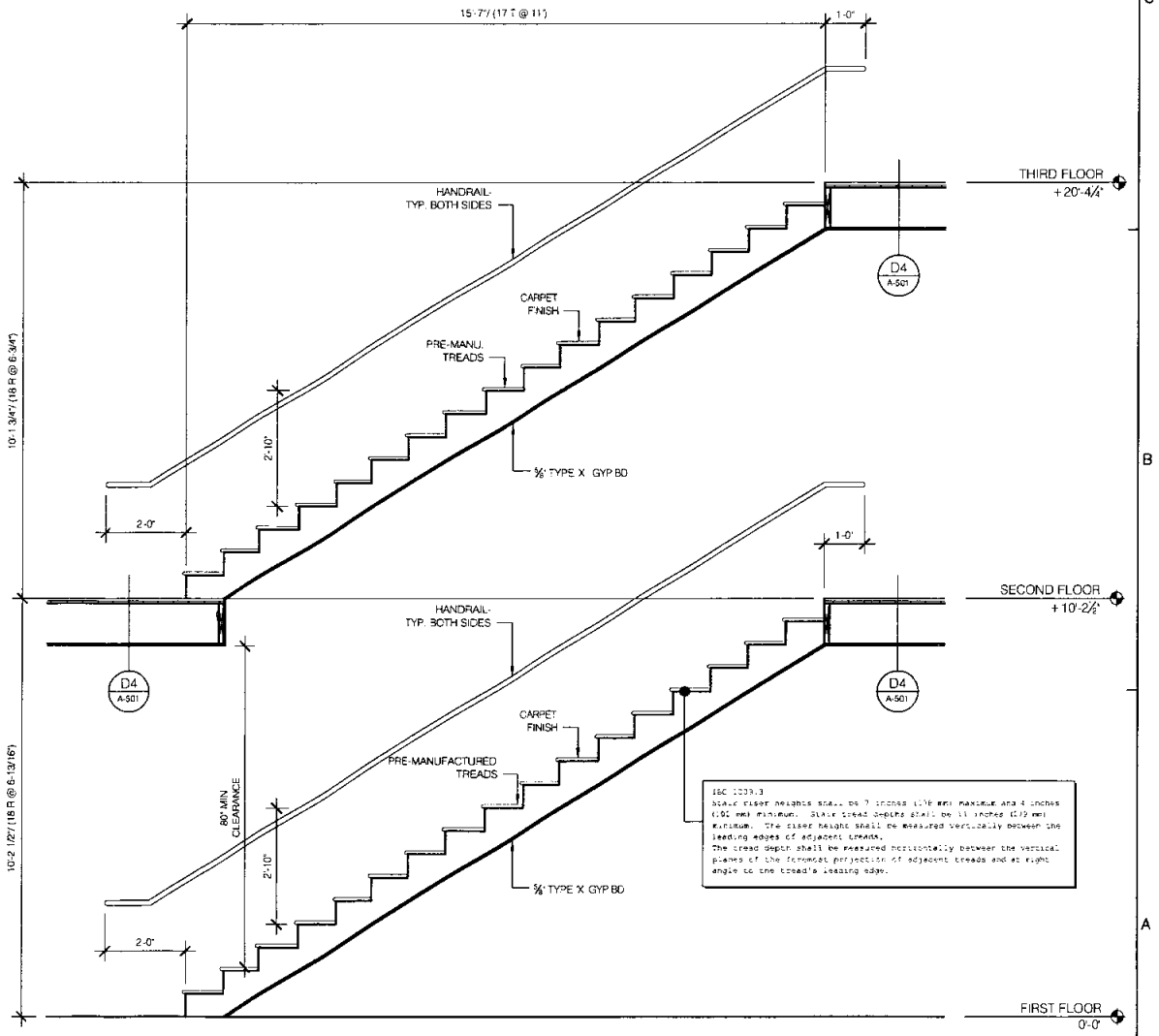
B1 GARAGE COLUMN DETAIL
1 1/2" = 1'-0"



A1 GUARDRAIL DETAIL-TYP.
3/4" = 1'-0"



A2 EXTERIOR STAIR DETAIL
1/2" = 1'-0"



A4 INTERIOR STAIR DETAIL
1/2" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
111 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7878 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING (420 NORTH FIRST AVE.) HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
09.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
DETAILS

Sheet Number:
A-501

Book: 4027 Page: 86 Seq: 16

Prepared by: Christopher M. Stephan, MMS Consultants, Inc., 1917 S. Gilbert Street, Iowa City, Iowa 52240, 319-351-8282, 319-351-8476 facsimile

After recording return to: Kirsten Frey, Kennedy, Cruise, Frey & Briscoe, L.L.P., 920 South Dubuque Street, Iowa City, Iowa 52240, 319-351-8181, 319-351-0605 facsimile

EXHIBIT "G"

ENGINEER'S CERTIFICATE

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Christopher M. Stephan, being duly sworn on oath do depose and state the following:

1. That I am a licensed Professional Engineer authorized and licensed to practice my profession in the State of Iowa.

2. That I have examined the building plans labeled as Amended Exhibit "C" to the Declaration of Submission of Property to Horizontal Property Regime for Hickory Grove Condominiums as recorded in Book 3875, Page 551 and following of the records of the Recorder of Johnson County, Iowa, as amended.

3. I hereby certify that I have verified by non-destructive field observations that the above referenced Building Plans diagrammatically represent the "South Building" (420 North First Avenue) of Hickory Grove Condominiums, Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307 and 308 located therein, and the common elements that the Declarant has constructed on the real estate described in the Declaration, except for the following:

NONE

T:\1200\1296067\1296067g1-F2-south.rtf

hat I am affiliated with MMS Consultants, Inc., and that MMS Consultants, Inc. prepared the Site Plan – Amended Exhibit "B" locating the "South Building" (420 North First Avenue), Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307 and 308, all in Hickory Grove Condominiums. That as a licensed Professional Engineer, I hereby certify that said Site Plan is sufficient to determine with reasonable certainty the location of the "South Building" (420 North First Avenue), Units 101, 102, 103, 104, 105, 106, 107, 108, 201, 202, 203, 204, 205, 206, 207, 208, 301, 302, 303, 304, 305, 306, 307 and 308, and hereby certify that said Building and Units, as constructed, is located as indicated on said Site Plan.

Christopher M. Stephan
Iowa License Number 7059
My biennial license renewal date is December 31, 2006.

Subscribed and sworn to before me by said Christopher M. Stephan this 5th day of May, 2006.

Tracy Barr
Notary Public in and for the State of Iowa.

TRACY BARR
Commission Number 739295
My Commission Expires
February 23, 09

T:\1200\1296067\1296067g1-F2-south.rtf

Doc ID: 020587580004 Type: GEN
Recorded: 07/06/2006 at 03:30:44 PM
Fee Amt: $22.00 Page 1 of 4
Johnson County Iowa
Kim Painter County Recorder
BK 4048 PG 945-948

AMENDMENT TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF HICKORY GROVE CONDOMINIUMS

Recorder's Cover Sheet

Preparer Information:
Kirsten H. Frey
920 S. Dubuque Street
Iowa City, IA 52244
(319) 351-8181

Taxpayer Information:
Hodge Construction Company
711 S. Gilbert Street
Iowa City, IA 52240

Return Address:
Kirsten H. Frey
920 S. Dubuque Street
P.O. Box 2000
Iowa City, IA 52244-2000

Grantors: See Page 2

Grantees: See Page 2

Legal Description: See Page 2

Document or instrument number if applicable:

Kf28\o69a6071

AMENDMENT TO THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF HICKORY GROVE CONDOMINIUMS

COMES NOW, the Declarant, and for its Amendment to the Declaration hereby amends the Declaration of Submission of Property to Horizontal Property Regime Establishing a Plan for Condominium Ownership of the Premises for Hickory Grove Condominiums dated May 2005 and recorded May 12, 2005, in Book 3875, Page 551, as subsequently amended, as follows:

1. Exhibit C of the Condominium Declaration is hereby supplemented by the supplemental Exhibit C attached hereto.

DATED this 30 day of June 2006.

HODGE CONSTRUCTION COMPANY, INC.

By: Michael E. Hodge, President

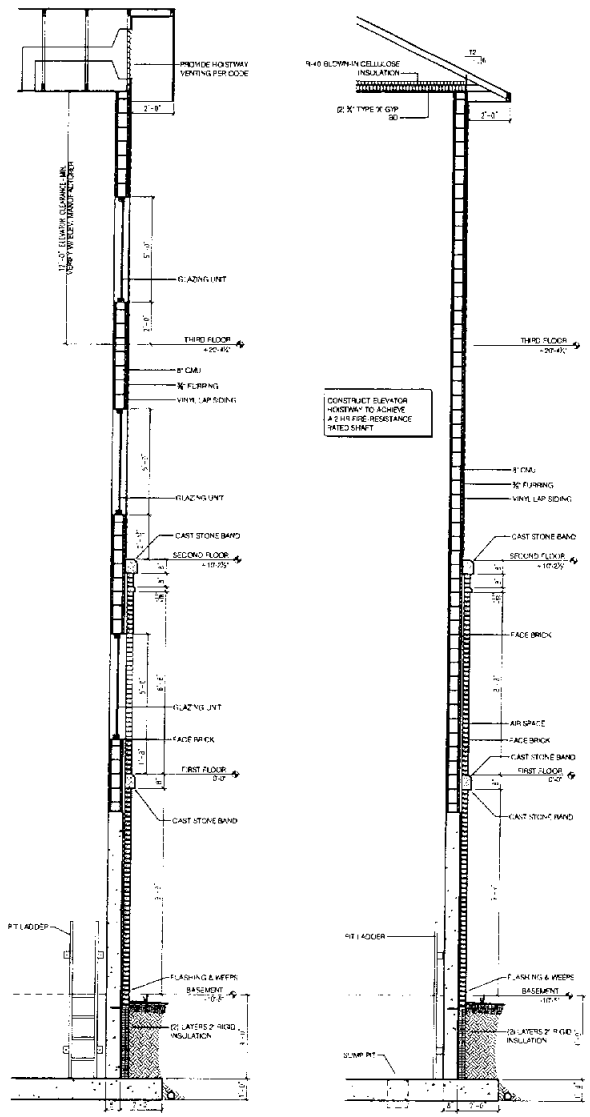
STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 30 day of June 2006, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Michael E. Hodge, to me personally known, who being by me duly sworn, did say that he is the President, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Michael E. Hodge as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by him voluntarily executed.

Denise Rohm
Notary Public in and for the State of Iowa

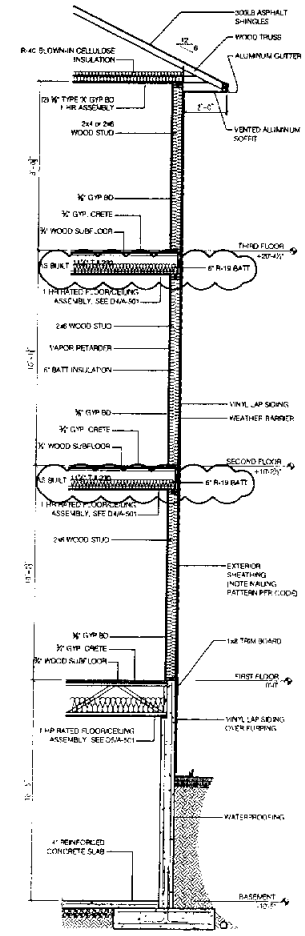
Kf28\c69a6063

DENISE ROHM
Notarial Seal - IOWA
Commission No. 726603
My Commission Expires 2-2-07

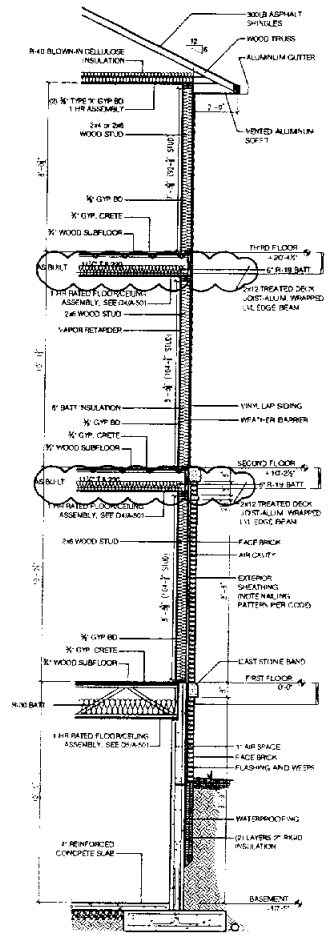


A2 WALLS SECTION
3/8" = 1'-0"

A3 WALLS SECTION
3/8" = 1'-0"



A4 WALLS SECTION
3/8" = 1'-0"



A5 WALLS SECTION
3/8" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
115 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7678 319-338-7879 FAX

Consultants:

Project Title:

AMENDED EXHIBIT "C" SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
08.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS
6.22.06	AS-BUILT

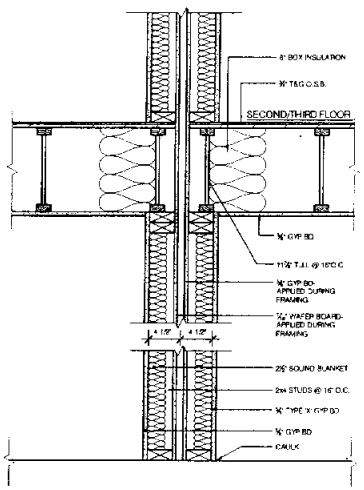
Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONSULT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

©COPYRIGHT
UNAUTHORIZED COPYING, DISCLOSURE OR CONSTRUCTION WITHOUT WRITTEN PERMISSION OF NEUMANN MONSON, PC IS PROHIBITED.

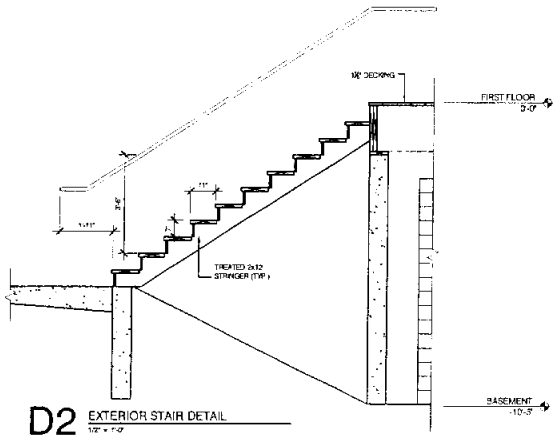
Sheet Title:
WALL SECTIONS

Sheet Number:
A-301

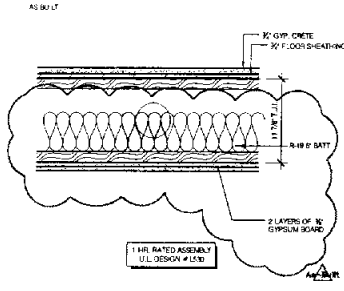
Book: 4048 Page: 945 Seq: 3



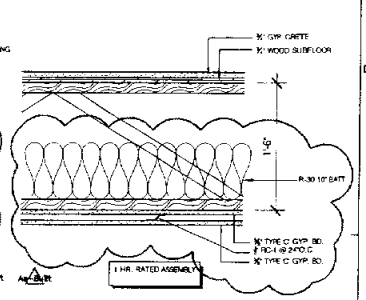
C1 PARTY WALL SECTION
1 1/2" = 1'-0"



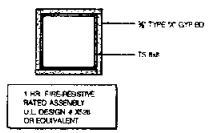
D2 EXTERIOR STAIR DETAIL
1/2" = 1'-0"



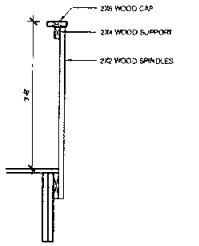
D4 CEILING/FLOOR ASSEMBLY
1 1/2" = 1'-0"



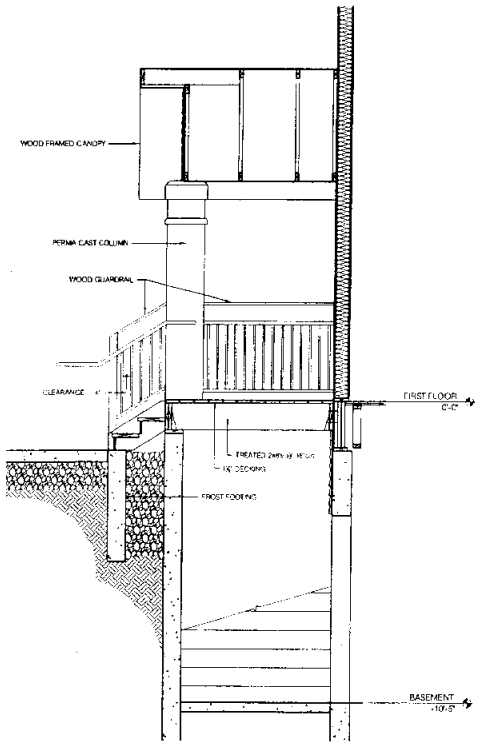
D5 BASEMENT CEILING/FIRST FLOOR ASSEMBLY
1 1/2" = 1'-0"



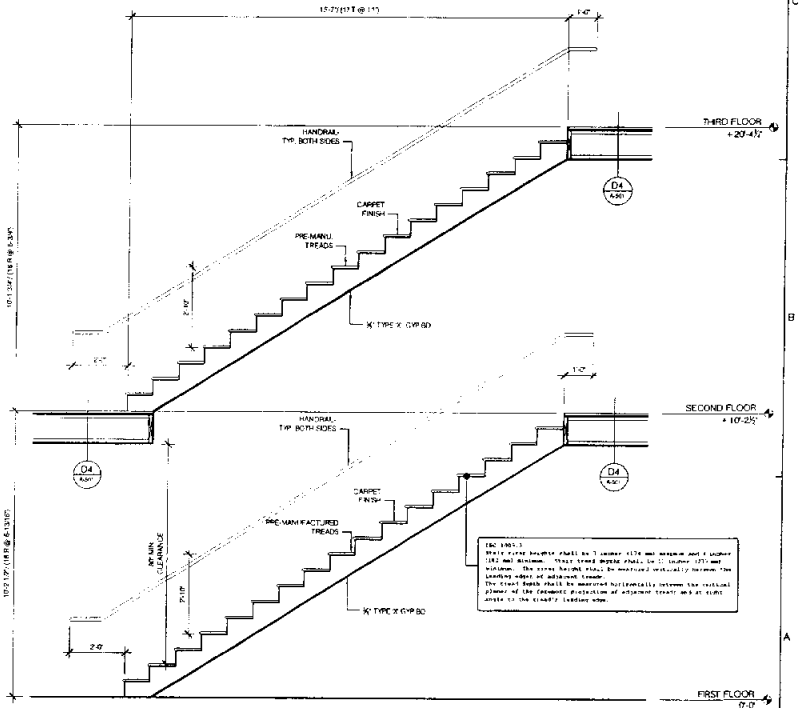
B1 GARAGE COLUMN DETAIL
1 1/2" = 1'-0"



A1 GUARDRAIL DETAIL-TYP.
3/4" = 1'-0"



A2 EXTERIOR STAIR DETAIL
1/2" = 1'-0"



A4 INTERIOR STAIR DETAIL
1/2" = 1'-0"

NEUMANN MONSON
ARCHITECTS
A PROFESSIONAL CORPORATION
117 E. COLLEGE ST. IOWA CITY, IA 52240
319-338-7875 319-338-7879 FAX

Consultants:

Project Title:
AMENDED EXHIBIT 'C' SOUTH BUILDING
(420 NORTH FIRST AVE.)
HICKORY GROVE CONDOMINIUMS

Owner:
HODGE CONSTRUCTION

Project No.: 05.096
Drawn by:
Checked by:

Issue:

Date	Description
08.15.05	PERMIT SUBMITTAL
10.24.05	CONSTRUCTION DRAWINGS
6.22.06	AS BUILT

Note:
FIELD VERIFY ALL DIMENSIONS AND CLEARANCES. DO NOT SCALE DRAWINGS. CONTRACT SHOP DRAWINGS AND OTHER APPROPRIATE DRAWINGS. LAY OUT AND COORDINATE ALL WORK PRIOR TO INSTALLATION FOR ACCURACY AND NON-INTERFERENCE WITH OTHER TRADES. READ PROJECT MANUAL.

© COPYRIGHT
UNAUTHORIZED USE/REUSE OF CONSTRUCTION DETAILS WITHOUT PERMISSION BY NEUMANN MONSON PC IS PROHIBITED.

Sheet Title:
DETAILS

Sheet Number:
A-501

Book: 4048 Page: 945 Seq: 4

Doc ID: 022382560006 Type: GEN
Kind: CONDOMINIUM AMEND
Recorded: 12/13/2011 at 11:04:35 AM
Fee Amt: $32.00 Page 1 of 6
Johnson County Iowa
Kim Painter County Recorder
BK4844 PG265-270

-3970

Prepared by/Return to: Mark C. Danielson, PO Box 2447, Iowa City, IA 52244; 319-338-7551

****

AMENDMENT TO CONDOMINIUM DECLARATION FOR HICKORY GROVE CONDOMINIUMS

This Amendment to Hickory Grove Condominiums Declaration is made and executed in Iowa City, Iowa on this 9th day of December, 2011, by David Hill as President and Jill Foens as Secretary of Hickory Grove Condominiums Owners Association.

W I T N E S S E T H:

WHEREAS, Hickory Grove Condominiums were established by a written Declaration dated May 9, 2005, which Declaration was recorded in the offices of the Recorder of Johnson County, Iowa on May 12, 2005 in Book 3875 at Page 551, and;

WHEREAS, pursuant to the terms and provisions of the Declaration, the undersigned, pursuant to a duly called Annual Meeting of the Members of Hickory Grove Condominiums Owners Association and by resolution adopted by not less than 66 2/3% of the members of the Association present at the meeting in person or by proxy for which a quorum was present amended said Declaration as follows:

1. Pursuant to the amendment provisions of Article VII (1) of the Bylaws of Hickory Grove Condominiums Association, the provisions of Article X, subparagraphs 1 and 4 of said Bylaws are hereby amended to clarify that the officer positions of Treasurer and Secretary may be

filled by one (1) person serving in both positions or separate individuals being appointed to each officer position; and

2. Pursuant to the amendment provisions of Article VII(1) of the Bylaws of Hickory Grove Condominiums Association, a new section of said Bylaws designated Article IV(13) is created authorizing the Board to issue the following sanctions against unit owners for violations of any of the provisions of the Hickory Grove Condominiums Declaration, as amended, or the Rules and Regulations of Hickory Grove Condominiums Owners Association, as amended, as follows:

    a. First violation will result in an oral notice to the violating unit owner by a representative of the Board or a designee of the Board;
    b. Second violation will result in a written notice from the Board or its designee by certified mail to the violating unit owner;
    c. Third violation (same offense) will result in a fifty dollar ($50.00) fine to the violating unit owner;
    d. Fourth and further repeated violations (same offense) will result in a one hundred dollar ($100.00) fine to the violating unit owner.

Said fines are to be levied against an individual unit owner and shall be subject to collection as an assessment against said unit as set forth in the Hickory Grove Condominiums Owners Association Bylaws, Declaration and any amendments applicable thereto. The Board of Directors of Hickory Grove Condominiums Owners Association is specifically empowered with the authority to assess or collect the fines and fees set forth herein and has the authority to waive or reduce any fines or fees, as it deems appropriate. A unit owner who disputes the assessment of a fine may appeal the sanction to the Board of Directors of Hickory Grove Condominium Owners Association by a letter mailed by certified mail, return receipt requested, and mailed to the President of the Board of Directors of Hickory Grove Condominiums Owners Association. The decision of the Board of Directors to this appeal shall be final; and

3. Pursuant to the amendment provisions of Article VII(1) of the Bylaws of Hickory Grove Condominiums Owners

Association, the second sentence of Article VI paragraph 4 of the Bylaws regarding interest on delinquent assessments is deleted and replaced with a late fee of thirty dollars ($30.00) if dues are paid after the tenth (10th) of the month and an additional twenty dollar ($20.00) late fee to be assessed if the dues have not been paid or received by the Association by the first (1st) of the following month, with the late fee schedule to be subject to review at each annual meeting of the members and subject to amendment by a majority vote of the members present and entitled to vote in person or proxy at said annual meeting; and

4. Pursuant to the amendment provisions of Article VII(1) of the Bylaws of Hickory Grove Condominiums Owners Association, Article IV(5) of the Bylaws is expanded by the addition of a provision granting the Board of Directors of the Association the right to collect from an offending unit owners reasonable costs and attorney fees incurred in enforcing any provisions of the Rules and Regulations, Bylaws, or Condominium Declaration for Hickory Grove Condominiums, as amended, against said unit owner.

NOW, THEREFORE, Pursuant to the amendment provisions of Article VII (1) of the Bylaws of Hickory Grove Condominiums Association, the provisions of Article X, subparagraphs 1 and 4 of said Bylaws are hereby amended to clarify that the officer positions of Treasurer and Secretary may be filled by one (1) person serving in both positions or separate individuals being appointed to each officer position.

NOW, THEREFORE, Pursuant to the amendment provisions of Article VII(1) of the Bylaws of Hickory Grove Condominiums Association, a new section of said Bylaws designated Article IV(13) is created authorizing the Board to issue the following sanctions against unit owners for violations of any of the provisions of the Hickory Grove Condominiums Declaration, as amended, or the Rules and Regulations

of Hickory Grove Condominiums Owners Association, as amended, as follows:

a. First violation will result in an oral notice to the violating unit owner by a representative of the Board or a designee of the Board;

b. Second violation will result in a written notice from the Board or its designee by certified mail to the violating unit owner;

c. Third violation (same offense) will result in a fifty dollar ($50.00) fine to the violating unit owner;

d. Fourth and further repeated violations (same offense) will result in a one hundred dollar ($100.00) fine to the violating unit owner.

Said fines are to be levied against an individual unit owner and shall be subject to collection as an assessment against said unit as set forth in the Hickory Grove Condominiums Owners Association Bylaws, Declaration and any amendments applicable thereto. The Board of Directors of Hickory Grove Condominiums Owners Association is specifically empowered with the authority to assess and collect the fines and fees set forth herein and has the authority to waive or reduce any fines or fees, as it deems appropriate. A unit owner who disputes the assessment of a fine may appeal the sanction to the Board of Directors of Hickory Grove Condominium Owners Association by a letter mailed by certified mail, return receipt requested, and mailed to the President of the Board of Directors of Hickory Grove Condominiums Owners Association. The decision of the Board of Directors to this appeal shall be final.

NOW, THEREFORE, Pursuant to the amendment provisions of Article VII(1) of the Bylaws of Hickory Grove Condominiums Owners Association, the second sentence of Article VI paragraph 4 of the

Bylaws regarding interest on delinquent assessments is deleted and replaced with a late fee of thirty dollars ($30.00) if dues are paid after the tenth (10th) of the month and an additional twenty dollar ($20.00) late fee to be assessed if the dues have not been paid or received by the Association by the first (1st) of the following month, with the late fee schedule to be subject to review at each annual meeting of the members and subject to amendment by a majority vote of the members present and entitled to vote in person or proxy at said annual meeting.

NOW, THEREFORE, Pursuant to the amendment provisions of Article VII(1) of the Bylaws of Hickory Grove Condominiums Owners Association, Article IV(5) of the Bylaws is expanded by the addition of a provision granting the Board of Directors of the Association the right to collect from unit owners reasonable costs and attorney fees incurred in enforcing any provisions of the Rules and Regulations, Bylaws, or Condominium Declaration for Hickory Grove Condominiums, as amended, against said unit owner.

As amended by this Amendment to Declaration, the original Declaration for Hickory Grove Condominiums and any previous amendments thereto, are hereby ratified and confirmed.

IN WITNESS WHEREOF, David Hill as President and Jill Foens as Secretary of Hickory Grove Condominiums Owners Association have executed this Amendment to Declaration, the day and year first above written.

HICKORY GROVE CONDOMINIUM OWNERS ASSOCIATION

By: _____
David Hill, President

By: _____
Jill Foens, Secretary

STATE OF IOWA, COUNTY OF JOHNSON

This instrument was acknowledged before me on this 9th day of December, 2011 by David Hill as President of Hickory Grove Condominiums Owners Association.

CAROLINE K. JENS
Commission Number 745746
My Commission Expires
2-9-13

Caroline K. Jens
Notary Public in and for the
State of Iowa

STATE OF IOWA, COUNTY OF JOHNSON

This instrument was acknowledged before me on this 9th day of December, 2011 by Jill Foens as Secretary of the Hickory Grove Condominiums Owners Association.

CAROLINE K. JENS
Commission Number 745746
My Commission Expires
2-9-13

Caroline K. Jens
Notary Public in and for the
State of Iowa

Kam/MCD/Condo/HickoryGrove/AmendmenttoDeclaration1011

Doc ID: 031700500005 Type: GEN
Kind: CONDOMINIUM AMEND
Recorded: 11/19/2021 at 03:39:41 PM
Fee Amt: $27.00 Page 1 of 5
Johnson County Iowa
Kim Painter County Recorder
BK 6313 PG 858-862

5045

Prepared by/Return to: Mark C. Danielson, 222 S. Linn Street, Iowa City, IA 52240; 319-338-7551

****

AMENDMENT TO CONDOMINIUM DECLARATION FOR HICKORY GROVE CONDOMINIUMS

This Amendment to Hickory Grove Condominiums Declaration is made and executed in Iowa City, Iowa on this 19th day of November, 2021, by PAT KNOBBE as President and ANNA GAW as Secretary of Hickory Grove Condominiums Owners Association.

W I T N E S S E T H:

WHEREAS, Hickory Grove Condominiums were established by a written Declaration dated May 9, 2005, which Declaration was recorded in the offices of the Recorder of Johnson County, Iowa on May 12, 2005 in Book 3875 at Page 551; and

WHEREAS, an Amendment to the Condominium Declaration of Hickory Grove Condominiums was dated the 1st day of June, 2005, and recorded June 7, 2005 in Book 3886 at Page 326, of the Records of the Johnson County Recorder's Office; and

WHEREAS, an Amendment to the Condominium Declaration of Hickory Grove Condominiums was dated the 11th day of May, 2006, and recorded May 22, 2006 in Book 4027 at Page 86, of the Records of the Johnson County Recorder's Office; and

WHEREAS, an Amendment to the Condominium Declaration of Hickory Grove Condominiums was dated the 30th day of June, 2006, and

recorded July 6, 2006 in Book 4048 at Page 945, of the Records of the Johnson County Recorder's Office; and

WHEREAS, an Amendment to the Condominium Declaration of Hickory Grove Condominiums was dated the 22nd day of September, 2009, recorded September 29, 2009, in Book 4510 at Page 331, of the Records of the Johnson County Recorder's Office; and

WHEREAS, an Amendment to the Condominium Declaration of Hickory Grove Condominiums was dated the 9th day of December, 2011, recorded December 13, 2011 in Book 4844 at Page 265, of the Records of the Johnson County Recorder's Office; and

WHEREAS, pursuant to the terms and provisions of the Declaration, the undersigned, pursuant to a duly called Annual Meeting of the Members of Hickory Grove Condominiums Owners Association and by resolution adopted by not less than 66 2/3% of the members of the Association present at the meeting in person or by proxy for which a quorum was present, amended said Declaration as follows:

1. Pursuant to the amendment provisions of Article XII of the Condominium Declaration, Article IX Subparagraphs 2(a) and 3 are hereby deleted and replaced with the following:

   2(a). A residential Unit shall be used or occupied for single family dwelling purposes only except as otherwise permitted in Article IX Section 3 and except that the Board of Directors may allow and designate one or more Units as management offices or rental offices for the Condominium Regime.

   3. **Lease of Unit**. No more than twenty percent (20%) of the Condominium Units in the Project may be rental units. All Condominium Unit Owners owning a Condominium in this Project who have valid rental permits as of the date of recording of this Amendment shall be grandfathered in and not subject to these lease restrictions for so long as that existing owner has title to the Unit. In the event that an existing

Condominium Unit Owner sells or transfers his/her/its Unit, the successor or transferee will be subject to all lease restrictions set forth in this Section 3. Present and future Condominium Unit Owners who do not have a valid rental permit as of the recording of this Amendment, must live in their unit for a minimum of one calendar year before they can seek a rental permit or rent their property subject to these lease provisions. Any Condominium that is eligible to be rented or leased by the Owner may be rented or leased provided the entire unit is rented, and the minimum period of rental is one year. No subletting of any lease is permitted. No lease shall relieve the Owner of any responsibility or liability imposed by the Condominium documents as against the Association and other Owners. Further, each Unit Owner shall complete, upon the Association's request, the self-certification form requested by the City of Iowa City for the purpose of the issuance of a rental permit for a Unit in the Regime or, in the alternative, allow access to the City of Iowa City officials for inspection purposes. Any cost of such inspection for the issuance of said rental permit charged by the City of Iowa City shall be paid by the Association and then be allocated amongst those Units obtaining rental permits. The Association shall have the right to assess the costs of said fees against the Units obtaining rental permits and shall be entitled to a lien for the same. The Association may adopt and impose reasonable rules and regulations on the use and occupancy of the Units by tenants. The Owners agree to abide by and enforce such rules and regulations and agree that the Association may enforce such rules and regulations on their behalf, without notice to such Owner. The term "Lease" as used herein shall include any form of occupancy, whether technically a Lease or tenancy and whether for consideration or not. If an Owner breaches or otherwise violates these rental restrictions, the Association may take whatever judicial action is required to enforce the provisions of this Section and will be entitled to reimbursement from the Owner for the attorney fee's and costs required to enforce the provisions of this Section.

In addition to any requirements provided in the Declaration and any Amendments applicable thereto or by law, a Unit Owner must meet the following conditions

before leasing his/her/its Unit pursuant to this Section 3:

(a). All sums due to the Association by way of assessment of any kind or other charge, whether evidenced by recorded liens or not, must be currently paid and not delinquent; and

(b). The purposed lease shall be in writing and a copy thereof shall be filed with the Association before possession by any tenant.

2. Pursuant to the Amendment provisions of Article VII (1) of the Bylaws of Hickory Grove Condominiums Association, the second sentence of Article VI Paragraph 4 of the Bylaws regarding late fees is amended to delete the reference to any additional twenty dollars ($20.00) late fee to be assessed if dues have not been paid or received by the Association by the first of the following month such that the late fee provision shall now be for thirty dollars ($30.00) if dues are paid after the tenth (10th) of the month. The late fee schedule shall continue to be subject to review at each annual meeting of the members and subject to Amendment by a majority vote of the members entitled to vote in person or proxy at said annual meeting.

NOW, THEREFORE, Pursuant to the amendment provisions of Article XII of the Condominium Declaration, the Condominium Declaration is hereby amended the lease provision of the Condominium Declaration.

NOW, THEREFORE, Pursuant to the amendment provisions and the provisions of Article VII of the Bylaws of Hickory Grove Condominiums Association to amend the late fees of assessed dues.

IN WITNESS WHEREOF, PAT KNOBBE as President and ANNA GAW as Secretary of Hickory Grove Condominiums Owners Association have executed this Amendment to Declaration, the day and year first above written.

HICKORY GROVE CONDOMINIUM OWNERS ASSOCIATION

By: P. Knobbe, President

By: Anna Gaw, Secretary

STATE OF IOWA, COUNTY OF JOHNSON

This instrument was acknowledged before me on this 19 day of November, 2021 by P. Knobbe as President of Hickory Grove Condominiums Owners Association.

DEBRA HULL
Commission Number 807461
My Commission Expires
11-23

Notary Public in and for the State of Iowa Debra Hull

STATE OF IOWA, COUNTY OF JOHNSON

This instrument was acknowledged before me on this 19 day of November, 2021 by Anna Gaw as Secretary of the Hickory Grove Condominiums Owners Association.

DEBRA HULL
Commission Number 807461
My Commission Expires
11/23

Notary Public in and for the State of Iowa Debra Hull

Kam/MCD/Condo/HickoryGrove/AmendmenttoDeclaration102621