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JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

DECLARATION

OF

SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA

NAME:	GATEWAY COMMERCIAL CONDOMINIUMS
DECLARANT:	GATEWAY, LTD. 1927 Keokuk Street Iowa City, Iowa 52240
DATE OF DECLARATION:	February 5, 1999.
LEGAL COUNSEL:	Philip A. Leff LEFF, HAUPERT, TRAW & WILLMAN, L.L.P. 222 South Linn Street P.O. Box 2447 Iowa City, Iowa 52244-2447 Phone: (319) 338-7551

/jmm/jo

see 166 H Doc #19 folder #3

see As-Built Cert. BK 42 Pg 17 + 18
9-27-00 units 194-D + 184-D

see As Built Cert BK 43 Pg 167
10-5-01 Units 134 + 8 (cnd)

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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 Regime is made and executed in Iowa City, Iowa, the 5th day of February, 1999, by Gateway, Ltd., hereinafter referred to as "DECLARANT", pursuant to the provisions of the Horizontal Property Act, Chapter 499B, Code of Iowa, as amended.

W I T N E S S E T H

WHEREAS, DECLARANT is the Owner of certain real property located in Johnson County, Iowa, and more particularly described as follows:

> Lot 2 of Gateway First Addition, Johnson County, Iowa as recorded in Plat Book 37, page 326, Plat Records of Johnson County, Iowa.

WHEREAS, DECLARANT is the Owner of the above-described real estate and Buildings and other improvements to be constructed upon said real estate and it is the desire and the intention of the DECLARANT to divide the Project into Condominiums and to sell and convey the same to various purchasers, pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions;

and;

WHEREAS, DECLARANT desires and intends by filing this Declaration to submit the above-described property and Buildings and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a Condominium Project;

NOW, THEREFORE, the DECLARANT does hereby publish and declare 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 DECLARANT, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.

DEFINITIONS.

1. **DECLARANT.** The term "DECLARANT" shall mean Gateway, Ltd., which has made and executed this Declaration.

2. **DECLARATION.** The term "DECLARATION" shall mean this instrument by which Gateway Commercial Condominiums is established as provided under the Horizontal Property Act.

3. **PROJECT.** The term "PROJECT" shall mean the entire parcel of real estate property referred to in this Declaration to be divided into Condominiums, including all structures thereon.

4. **BUILDING.** The term "BUILDING" shall include the commercial Buildings on the real estate described herein. The Buildings are designated as Nos. 2 through and including 35. The Units within each Building are designated by an alphabetical designation. The boundary lines of each Unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and including the portions of the Building so described and the air space so encompassed. Building 4 contains 4 separate free-standing storage Buildings designated as Buildings 4A through and including 4D.

5. **GENERAL COMMON ELEMENTS.** The term "GENERAL COMMON ELEMENTS" shall have the meaning as defined in ARTICLE IV.

6. **LIMITED COMMON ELEMENTS.** The term "LIMITED COMMON ELEMENTS" shall have the meaning as defined in ARTICLE V.

7. **CONDOMINIUM.** The term "CONDOMINIUM" means the entire estate in the real property owned by any Owner, consisting of an undivided interest in the Common Elements and Ownership of a separate interest in a Unit.

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8. **OWNER.** The term "OWNER" means any person with an Ownership interest in a Unit in the Project.

9. **ASSOCIATION.** The term "ASSOCIATION" means Gateway Commercial Condominium Owners Association and its successors.

10. **CONDOMINIUM DOCUMENTS.** The term "CONDOMINIUM DOCUMENTS" means this Declaration, and all Exhibits attached hereto including the Articles and bylaws of the Association.

11. **PLURAL AND GENDER.** Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

12. **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.

13. **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.

ARTICLE II.

DESCRIPTION OF LAND, BUILDING AND UNITS

1. **Description of Land.** The land submitted to the Regime is located in rural, Johnson County, Iowa, and is legally described as follows:

> Lot 2 of Gateway First Addition, Johnson County, Iowa as recorded in Plat Book 37, page 326, Plat Records of Johnson County, Iowa.

2. **Description of Building.** The Condominium Regime will consist of 35 numerically designated Buildings. Note that there is no Building No. 1. Buildings 23 and 24 are joined by a common wall and roof line. Said Building is divided into Building 22 consisting of Units 22A and 22B and Building 23 consisting of Units 23A and 23B. Building 4 consists of four separate free-standing storage Buildings. The structural and exterior specifications for each Building are attached hereto as Exhibit

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"F". The interior of each Building, except for the interior division walls between Units are unfinished and will be finished by the initial or subsequent purchasers to their own specifications so long as the same comply with the Building and zoning ordinances of Johnson County, Iowa. The DECLARANT will install the water, sewer, electrical and telephone utilities in the utility easement right-of-ways shown on the site plan. The Building Contractor will be responsible for the installation from the easement way to and within the Building.

Attached hereto as Exhibit "C" is a site plan showing the location of each Building and the general location of the Units within each Building. Building 5, Unit A contains the well pump house and equipment room which the DECLARANT will eventually convey to the homeowner's Association.

Vehicular and pedestrian roadways within the Condominium Regime will be installed by the developer and hard-surfaced with concrete except that Walleye Drive S.E. will be hard-surfaced only to a point immediately east of the parking area for Building 5. Walleye Drive S.E. west of said point will be rock-surfaced by the Developer. The Owner of Building 4 may, at said Owner's election and expense, hard-surface that portion of Walleye Drive to its easterly boundary intersecting the sewage treatment facility parcel shown on the site plan.

The initial Owner and contractor for each Building will install at said contractor/Owner's expense the entrance way and parking area from the Condominium roadway and designated on the site plan as "limited common area parking". The entrance and parking area will be surfaced with portland cement to the design specifications required by the declarant. Where more than one Building is serviced by the same limited common parking area, the Owners of each Building will share equally the cost of the installation and future maintenance of said limited parking area servicing said Buildings.

The commercial uses permitted within said Buildings is subject to the approval of the appropriate officials of Johnson County, Iowa. The initial Owner and contractor for each Building will install at their expense all interior improvements including the heating, electrical, plumbing, air-conditioning systems, floor coverings, interior ceilings, lighting fixtures, appliances and all other improvements located therein which are desired by said Owner to conduct the commercial use which the Owner desires to utilize within said Building, so long as said improvements and said uses are consistent with and in compliance with the applicable county codes and ordinances.

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ARTICLE III.

OWNERSHIP INTERESTS

1. **Exclusive Ownership and Possession by Owner.** Each Owner shall be entitled to the exclusive Ownership and possession of his or her Unit. Each Owner shall be entitled to the percentage of undivided interest in the general Common Elements shown on Exhibit "G" hereto. Said percentage of the undivided interest of each Owner in the Common Elements shall have a permanent character and shall not be altered without the consent of all Owners expressed in an amended Declaration duly recorded. The percentage of the undivided interest in the Common Elements shall not be separated from the applicable Unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the Unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each Owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other Owners.

2. **Appurtenances.** There shall pass with the Ownership of each Unit or Building where no Units therein exist, 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.

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 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.

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6. **Association Membership and Voting Rights.** As appurtenant to the Units in each Building shall be membership in Gateway Commercial Condominium Owners Association and one (1) vote in the affairs of the Association and of the Regime; provided, however, the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and bylaws of the Association and of the other Condominium Documents. The action of such Association shall be deemed the action of the Owners; and such action, when taken in accordance with the bylaws of the Association and this Declaration shall be final and conclusive upon all Building or applicable Unit Owners.

7. **Cross-Easements.** Appurtenant to each Building or applicable Unit shall be easements from each Building or Unit Owner to each other Building or Unit Owner and to the Association, and from the Association to the respective Building or Unit Owners as follows:

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

(b) Through the Buildings or applicable Units and common facilities for maintenance, repair and replacement or reconstruction of Common Elements, but access to Buildings or applicable 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 Building or applicable Units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Buildings or applicable Units in the common areas.

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 in said Buildings which are divided into Units 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:

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

(b) The private roadways designated on the site plan as Bass Drive S.E., Dolphin Drive S.E., Perch Drive S.E. and Walleye Drive S.E.

(c) The storm sewage treatment facility, storm water detention basins 1 and 2 as shown on the site plan. The well and water distribution system and pipes, plus all sewage distribution pipes and mains, and in general all devices or installations for the common use except as limited in the next article and Article VI.

(d) Installations for such public utilities as electric, cable TV, gas and cold water for common use.

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 Unit in such Buildings that are divided into Units or otherwise reserved for the use of a Building and the Units therein by this Article and amendments hereto and such reservation shall include but not necessarily be limited to the following:

A. The "limited common area parking" as designated on the site plant, Exhibit "C". Said limited common area is limited for the benefit of the Unit Owners, their guests, and invitees, which abut the limited common area parking. As indicated on the site plan, some limited common area parking serve more than one Building, in which case the utilization of the limited common parking space is for the benefit of the Unit Owners in both of said Buildings as well as their guests and invitees.

B. All exterior walls of the Building, all walls and partitions separating Units from other Units, interior load bearing walls and all other elements which are structural to the Unit are reserved for that Unit.

2. Exception. Notwithstanding the reservations made by this Article, the design of the Building, 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.

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3. **Right 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' RESERVED RIGHTS AND POWERS

1. **Declarant's Activities.** DECLARANT is irrevocably and perpetually empowered, notwithstanding any use, restriction or other provision hereof to the contrary, to sell, lease or rent Buildings or 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 and Buildings, including but not limited to, the right to maintain signs, employees, independent contractors and equipment and materials on the premises, and to use Common Elements (General and Limited) to show Units. All signs and all items and equipment pertaining to sales or rentals or construction and any Unit or Building furnished by the DECLARANT for sales purposes shall not be considered Common Elements and shall remain its separate property. DECLARANT retains the right to be and remain the Owner of completed but unsold Buildings and Units (where applicable) 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. In the event the DECLARANT or its heirs, assigns and successors in interest develop any abutting property for a commercial condo or other purposes, the DECLARANT reserves the right to grant an easement over the interior roadway system within this Condominium Regime for access to said new abutting development for purposes of providing vehicular and pedestrian access from the existing public road through the Condominium Regime to the newly developed area; provided however, that those future Owners of said developed area who utilize the easement for vehicular access shall pay their fair pro-rated share of the cost of the maintenance, including snow removal, of those portions of the roadway within the Regime.

3. **Designation of Association Directors.** DECLARANT shall have the right to name all members of the Board of Directors

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of Gateway Commercial Condominiums Owners Association until 80% of the total Units have been sold. The DECLARANT may, however, waive this right prior to the sale of 80% of the Units by calling for a vote for directors by the Association members at any annual meeting thereof. Thereafter, the Board of Directors shall be selected in the manner specified by the bylaws of the Association.

4. Amend and Modify. DECLARANT reserves the right without the consent of Unit Owners to amend or modify the location and design of any Building located in the Condominium Regime so long as the total number of Units in the Regime is not increased and so long as the plans and specifications for the modified Building are, if so required, approved by the Johnson County Board of Supervisors. Said changes shall be made by successive amendments to the appropriate Exhibits of the Declaration.

5. The Sale and Expansion of Utility Services to Other Property Owners. DECLARANT shall have the right to sell and provide sewer and water services to property owners whose property is not located within the Condominium Regime. The rights of the Condominium Owners Association and the Unit Owners in the common areas consisting of the water, electrical service distribution system, and the sewer lagoons and distribution system are subject to the rights of DECLARANT to sell said services to said property owners. The DECLARANT shall retain as its property the amount of consideration, if any, charged to said property owners for the right to use said services, which shall be deemed a partial reimbursement to the DECLARANT for its capital investment in said improvements. However, the recipient of said sewer, water or electrical services shall pay to the Condominium Owners Association the same monthly or periodic fee for the use thereof in the same proportional basis as the Unit Owners. The use of said services by any non-Regime property owner shall not diminish the quality of the sewer and water services provided to Unit Owners.

In the event DECLARANT determines it is necessary to install an additional sewer lagoon cell in the common areas not now reserved for future potential expansion of the sewer system, DECLARANT shall have the right to do so subject to the approval of the Johnson County Board of Supervisors and the Iowa Department of National Resources or its successor in interest; and further provided that the cost of the installation thereof is paid by the non-Regime property owner who utilizes said services. If the Condominium Owners Association determines that said expansion is necessary in total or in part to provide desired sewer services for the Regime and its Unit Owners, the cost of installation of said additional sewer expansion shall be borne proportionately by the Owners Association and the non-Regime property owner benefiting thereby based upon the anticipated usage of the expanded sewer cell.

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The improvements located on Lot 1 of Gateway First Addition, Johnson County, Iowa, as recorded in Plat Book 37, Page 326, of the plat records of Johnson County, Iowa, will utilize the water, sewer, and other utility services available to Unit Owners in this Condominium Regime. In addition, the owner of said lot will utilize portions of the roadways within the Condominium Regime and is hereby granted a perpetual easement for the use of said roadways by said owner, its guests, invitees, and customers. The owner of said lot shall pay the same proportionate costs of the maintenance of the roadways, sewer and distribution water system as is assessed to the Unit Owners in this Regime. Said payment shall be made directly to the Condominium Owners Association.

In the event the DECLARANT or its heirs and assigns and successors in interest develop any abutting property for a commercial condominium or other purposes, the DECLARANT reserves the right to provide water, sewer and other utility services for said new commercial condominium development in the same manner and subject to the same cost-sharing responsibilities as provided for herein for Lot 1 of Gateway First Addition.

ARTICLE VII.

MANAGEMENT OF THE REGIME

1. **Association; Council of Co-Owners.** The operation of the Condominium shall be by a nonprofit membership corporation organized and existing under Chapter 504A, Code of Iowa. The name of the Association shall be "Gateway Commercial Condominiums Owners Association". Copies of its Articles of Incorporation and of its bylaws are attached hereto as Exhibit "A" and Exhibit "B", 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 (this term includes Building Owners and Unit Owners where Buildings are divided into Units), 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, or injunctive relief without waiving either remedy.

3. **Powers 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 504A and 499B of the Code of Iowa as amended, and such as are more particularly set forth in the Condominium Documents, including but not limited to the making of assessments chargeable to Owners and the creation of a lien on Buildings/Units thereof, and to acquire a Unit/Building at foreclosure sale and to hold, lease, mortgage or convey the same. Each Owner hereby waives any rights to delay or prevent such foreclosure by the Association which he or she may have by reason of a homestead exemption.

4. **Partition.** All Unit/Building 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 Buildings and 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 and the membership of the prior Owner shall be thereby terminated. The members of the Association shall be entitled to cast one (1) vote for each Unit owned by such member. Therefore, there are a total of 141 voting members. The bylaws of the Association shall determine the manner in which a vote shall be cast where there is more than one Owner of a Unit. Therefore, there are a total of 141 voting memberships.

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 or her Unit.

7. **Board of Directors.** The affairs of the Association shall be conducted by an initial Board of Three (3) Directors who shall be designated in the manner provided in the Articles of Incorporation and bylaws of the Association.

8. **Discharge of Liability.** All Owners shall promptly discharge any lien which may hereafter be filed against his or her Condominium.

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

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 counsel fees, reasonably incurred by or imposed upon him or her in connection with any proceeding to which he or she may be a party, or in which he or she may become involved, by reason of his or her being or having been a director or officer of the Association, or any settlement thereof, whether or not he or she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his or her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being in 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
Jerry L. Eyman	91 Heron Circle Iowa City, Iowa 52245

ARTICLE VIII.

MAINTENANCE, ALTERATION AND IMPROVEMENT

1. **Definitions.** Certain terms used in this Article shall have a meaning as follows, provided any dispute over meanings

shall be conclusively decided by the Board of Directors of the Association:

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

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

2. **Maintenance by Association.**

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

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

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

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

3. **Maintenance by Owner.**

(a) The maintenance of an exterior of a Building and of the limited common area parking which is adjacent to said Building is the obligation of all Unit Owners located within said Building. Said Unit Owners shall be responsible for a prorated share of the total expenses for the maintenance of the exterior of the Building and for the limited common

parking area. The exterior of each Building and its common limited area parking shall be maintained in a clean and neat condition. The rules and regulations set forth in Exhibit D as modified from time-to-time shall control the manner in which the areas surrounding each Building may be utilized.

Each Building Owner at his or her own expense shall maintain the interior and exterior of said Building, and its equipment, shall keep such interior in a clean and sanitary condition with painting and other finishing which may in time be necessary to maintain said Building. Said Owner shall maintain the parking lot, driveways and green spaces located within and defined herein as part of the General Common Elements for said Building. Where a Building is divided into individual Units, the individual Unit Owner shall be responsible for a pro-rated share of the expenses for maintenance of the Building and for all of the expenses of maintaining the interior of the Unit owned by said Unit Owner.

(b) The Owner of each Unit shall be responsible for maintaining the plumbing fixtures within the Unit and heating and electrical systems and air conditioning Units serving such Unit and all other utilities or portions thereof located within the boundaries of his or her Unit. The Owner shall also, at his or her own expense, keep his or her Unit in a clean and sanitary condition. Where a Building has no Units therein, the Building Owner shall be responsible for the above.

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

(d) The Owner of each Unit and/or Building 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 a Unit or to a Building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by a general rule or regulation) which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the Regime. The Board of Directors of the Association shall arrange with such Unit Owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of any Building or Common Element shall not be made if, in the opinion of the Board of Directors of the Association, such

alteration would be detrimental to the integrity or appearance of the Regime as a whole. Such Owner shall do no act or work which will impair the structural soundness or integrity of the Building or safety of the property or impair any easement. The improvement or alteration of a Building or Unit shall cause no increase or decrease in the number of Ownership interests appurtenant to such Unit.

5. **Alterations or Improvements by the Association.** Whenever in the judgment of the Board of Directors the Common Elements shall require additions, alterations or improvements, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge.

ARTICLE IX.

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE, AND ENJOYMENT

1. **Subjection of the Property to Certain Provisions.** The Ownership, use, occupation, and enjoyment of each Building and Unit and of the Common Elements of the Regime shall be subject to the provisions of the bylaws and the Articles of Incorporation 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.

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

(a) A Building or Unit may be used for any commercial purpose permitted by the applicable zoning ordinances of Johnson County or any other governmental agency which has control thereof.

(b) The Condominium Unit may be rented or leased by the Owner on any terms or for any duration the Owner thereof desires. No lease shall relieve the Owner as against the Association and other Owners from any responsibility or liability imposed by the Condominium Declarations.

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(c) Nothing shall be altered in, constructed in, or removed from, the Common Elements, Limited or General, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association, and further provided that any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a lease is entered into. The Building or applicable Unit Owner may make such interior alterations or changes from time to time as the Owner thereof desires without approval of the Board of Directors so long as said improvements do not modify the exterior appearance of the Building.

(d) No Unit Owner, guests or invitees thereof, shall in any manner block vehicular access to each Building or Unit's entrance to the common driveway or in any manner block access from the limited common parking area in and on to the drives designated within the Condominium Regime known as Perch Drive SE, Dolphin Drive SE, Bass Drive SE, and Walleye Drive SE. The limited common area parking is not available to, or to be used by, or for the benefit of, the Unit Owners other than those in the Buildings which abut said limited common parking area.

(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 invitees.

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

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

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

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

ARTICLE X.

INSURANCE AND CASUALTY

1. **General Liability and Property Damage.** Comprehensive general liability and property damage insurance shall be purchased by the Board as promptly as possible following its election, and shall be maintained in force at all times, the premiums thereon to be paid by assessments. Prior to the organizational meeting, such insurance shall be procured by DECLARANT. The insurance shall be carried with reputable companies authorized to do business in the State of Iowa in such amounts as the Board may determine. The policy or policies shall name as insured all the Owners and the Association. DECLARANT shall be named as an additional insured on such policy or policies until such time as DECLARANT shall have conveyed all of the Condominium Units in the Project. The policy or policies which will be acquired by the Association will insure against the loss arising from perils in the common areas as well as activities conducted on behalf of the Association. Each Unit Owner will provide general liability coverage which will insure against loss arising from perils within the Unit and limited Common Elements of said Unit. Such policy will name the Association and the DECLARANT as an insured and provide minimum coverage in the amount of at least $1,000,000.00.

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of Association assessments. Because each Building will contain substantially different commercial uses and will create different loss risks and resulting premium adjustments the fire and casualty insurance policy for each Building will be secured by a cooperative effort of the board and of the Unit Owners with each Building. The premiums incurred on each Building will the financial responsibility of and paid either directly to the insurance carrier or assessed by the Association and paid to the insurance carrier on behalf of the Building Unit Owners at the boards option. In the event the insurance carrier determines that the board does not under these circumstances have an insurable

interest in said property the Unit Owner shall assign its policy benefits to the Association and the Association shall disperse said policy proceeds in compliance with the provisions of Article X, 7. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the Project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the Unit Owners in said Building, and to the extent that the Association has an insurable interest it shall name the Association and so long as the DECLARANT is the Owner of any Units in the Project, it shall name the DECLARANT as a insured. The DECLARANT shall notify the insurance carrier of any change in Ownership of a Unit until such time as the organizational meeting of the Unit Owners is held, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the Ownership of any Unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent Owners.

3. **Fire and Casualty on Individual Units.** Except as expressly provided in this clause and in clause 4, 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 2. 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. **Personal Liability on Individual Units.** An Owner may carry such personal liability insurance, in addition to that herein required, as he or she may desire. In addition, such fixtures and mechanical equipment located within a Unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, air-conditioning and water heater together with additions thereto and replacements thereof, as well as the personal property of the Unit Owner, may be

separately insured by such Owner, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit-Owners Insurance'. All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent Owners.

5. **Additional Coverage.** The Board may purchase and maintain in force, at the expense of the maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain workmen'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.

6. **Loss Adjustment.** The Board is hereby appointed the attorney-in-fact for all Owners to negotiate loss adjustment on the policy or policies carried under clauses 1, 2, 3, and 5 above.

7. **Association as Trustee for Proceeds.** In the event of damage or destruction by fire or other casualty affecting a Unit or Units, and/or if any portion of the common area is damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each Unit or Units and/or the common area, and shall be paid to the Association as trustee for the Owner or Owners and for the encumbrancer or encumbrancers, as their 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) 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 rebuild the damaged portion of the Common Element substantially in accordance with the original plans and specifications thereof.

(b) Destruction of Buildings or Units. In the event of damage to, or destruction of, any Building or of any Unit in any Building, the Board of Directors shall immediately contract to repair or rebuild the damaged portion of the Building or its Units in the Common Elements substantially in accordance with the original plans and specifications utilizing the insurance proceeds for said purpose. The Board

shall have prepared the necessary plans, specifications and drawings and shall execute necessary documents to affect such reconstruction or repair as promptly as practical and in a lawful and workmanlike manner. Any loss of income or business interruption is the responsibility of the Unit Owner and the Association shall not be liable to insure against said loss.

(c) In the event that the common area is repaired or reconstructed and there is any deficiency between the insurance proceeds paid for the damage to the common areas and the contract price for repairing or rebuiding the common area or if there is an deficiency in the cost for repair or rebuiding a Building or Unit, the Board shall levy a special assessment against each Unit Owner in said Building proportioned to his/hers/or its percentages of Ownership in said Building to make up the deficiency. If any Owner shall fail to pay said special assessment or assessments within 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 this Declaration covering a default of any Owner and the payment of any maintenance charge.

(d) 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 or her determination an award for costs and/or attorney fees against any one or more parties to the arbitration.

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

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

ARTICLE XI.

TERMINATION

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

(a) 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. It shall be the duty of every Unit Owner and his or her respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the Project when at a meeting duly convened of the Association, the Owners of 100% of the voting power, and all record Owners of mortgages upon Units in the Regime, elect to terminate and/or sell the Project.

(c) Certificate. The termination of the 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 percentage of undivided 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 that 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 percentage of undivided interest owned by each Owner in the Common Elements; after first paying out of the respective shares of the Owners, to the extent sufficient for that purpose, all liens on the undivided interest in the property owned by each Owner.

ARTICLE XII.

AMENDMENTS AND MISCELLANEOUS

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

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

(b) Resolution. A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere, the resolution must be adopted by a vote of 75% of all Owners entitled to vote, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the bylaws of the Association shall affect the rights of the holder of any such mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

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

(d) Execution and Recording. An amendment adopted pursuant to (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 recordation of such instrument in the office of the Johnson County Recorder, the same shall be effective against any persons owning an interest in a Unit or the Regime.

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2. **Amendment of Ownership Interest.** No amendment shall change the percentage of Ownership in the Common Elementsappurtenant 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.

GATEWAY, LTD.

BY: _____, President

BY: _____, Secretary

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 19th day of ~~January~~ February, 1999, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Terry Eyman and Dennis Long, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, 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 President and Secretary as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

_____
Notary Public in and for the
State of Iowa

M. ELIZABETH DAIN
MY COMMISSION EXPIRES
June 28, 1999

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EXHIBIT "A"

ARTICLES OF INCORPORATION

OF

GATEWAY COMMERCIAL CONDOMINIUMS OWNERS ASSOCIATION

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

ARTICLE I.

Name and Principal Office

The corporation shall be known as Gateway Commercial Condominiums Owners Association and its principal office 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 provisions of Chapter 499B of the Code of Iowa, as amended, known as Gateway Commercial Condominiums and to be located on certain portions of real estate situated in Johnson County, Iowa.

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

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(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, except for potential distributions from the sale proceeds of any general common elements of the condominium regime.

(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 Non-profit Corporation Act.

ARTICLE IV.

Registered Office and Agent

The address of the initial registered office of the corporation is 91 Heron Circle, Iowa City, Iowa 52245, and the name of its initial registered agent at such address is Jerry L. Eyman.

ARTICLE V.

Board of Directors

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

NAME	ADDRESS
Jerry L. Eyman	91 Heron Circle Iowa City, Iowa 52245
Jan G. Eyman	91 Heron Circle Iowa City, Iowa 52245
Dennis Long	8 Brickwood Circle NE Iowa City, Iowa 52240

The initial Board of Directors shall be subject to removal only by Gateway, Ltd., until their 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.

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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 in 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 to their proportionate share of Ownership in the Condominium Regime, as determined by the Declaration of Condominium and the bylaws.

ARTICLE IX.

Amendment

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

ARTICLE X.

Incorporator

The name and address of the incorporator is:

Jerry L. Eyman
91 Heron Street
Iowa City, Iowa 52245

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Jerry L. Eyman,
Incorporator

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 9th day of February, 1999, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared Jerry L. Eyman, to me known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged that he executed the same as his voluntary act and deed.

Notary Public in and for
State of Iowa

M. ELIZABETH DAIN
MY COMMISSION EXPIRES
June 26, 1999

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EXHIBIT "B"

BYLAWS
OF

GATEWAY COMMERCIAL CONDOMINIUMS
OWNERS ASSOCIATION

These are the bylaws of Gateway Commercial Condominiums Owners Association (hereinafter referred to as "ASSOCIATION"), a corporation organized pursuant to Chapter 504A of the Code of Iowa, as amended, for the purpose of administering Gateway Commercial Condominiums, a Horizontal Property Regime (Condominium) established pursuant to Chapter 499B of the Code of Iowa, as amended, located on certain portions of the following land in Johnson County, Iowa:

> Lot 2 of Gateway First Addition, Johnson County, Iowa as recorded in Plat Book 37, page 326, Plat Records of Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. The Owners of each Condominium Unit shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an Owner. DECLARANT shall be and have the rights of members with respect to unsold Units, whether or not a building is constructed thereon. Whenever only one spouse is a record titleholder, the other spouse shall be considered an Owner for the purpose 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 or she holds an Ownership interest. If Ownership is acquired but not of record, or if acquired other than by way of conveyance or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to Ownership shall present the Board of Directors of the Association evidence satisfactory to it of facts evidencing lawful Ownership status prior to exercise of any rights of membership in the Association. (Failure to provide such evidence shall not, however, relieve an Owner of his or her Ownership obligations). A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the Owner which he or she represents.

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 secretary 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 secretary, such membership shall not be in good standing and the votes for that Unit shall not be considered in considering a quorum or a vote or for any other purposes until this bylaw is complied with.

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

II. MEMBERS' MEETINGS

1. The organizational meeting of the members of the Association to elect successors of the initial Board of Directors shall be held within fifty (50) days of the date on which the DECLARANT has sold and has conveyed 80% of the total Units within the project, or earlier, if the DECLARANT so determines, but in any event, no later than the 2nd day of January, 2008. Thereafter 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 or her absence or disability, by the vice-president, or by any one member of the Board of Directors.

3. The secretary or his or her designate shall give written notice to each member of the annual meeting or a special meeting called pursuant to paragraph 2. hereof. Whoever requests the special meeting shall give like written notice of such special meeting. All notices 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), 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 or her Unit within the Regime, unless at the time of giving such notice such member has given written direction delivered to the secretary 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 in accordance with this paragraph to the person named in the certificate filed with the secretary 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 51% of the Units. The acts carried or approved by a vote of a simple 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 or her absence or disability the vice-president, shall preside at each members' meeting; if neither the president nor the vice-president is able to preside, a chairman shall be elected by the members present at such meeting.

6. At a membership meeting, a person holding a member's proxy to vote shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy must be in writing and signed by a member or other person entitled to cast votes, and shall set forth the Unit with respect to which such rights are pertinent, and the period in which the proxy is to be in force and effect. 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 of 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 three directors. The initial board shall consist of such persons as the DECLARANT may appoint pursuant to the Declaration and need not be members 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 of Directors, consisting of seven persons, shall be selected from the members of the Association. An officer or designated agent of a partnership or corporate member shall qualify to serve as a director.

2. At the first annual members' meeting and at each meeting thereafter seven 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 their successors are duly elected and qualified or until removal in the manner as elsewhere provided.

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 this ARTICLE, vacancies on the Board of Directors may be filled until the date of the next annual meeting by a vote of the remaining director regardless of whether those remaining constitute a quorum.

5. The initial directors shall be subject to removal only by the DECLARANT. Thereafter, a director may be removed by a vote of 80% 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 directors 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 may be approved by the persons entitled to vote at any annual or special meeting.

7. An organization 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 organization meeting shall be necessary.

8. By a simple majority vote, the directors may set the

time and place for regular meetings of the board and no notice thereof shall be required until such resolution is modified or rescinded. Special meetings of the directors may be called by the president, vice-president, or any director, provided not less than two (2) days' notice shall be given, personally or by mail, telephone, or telegraph, which notice shall state the time, place and purpose of the meeting.

9. A quorum at a directors' meeting shall consist of 3 of the initial 5 directors and when the number of directors is increased to 7, the quorum shall consist of 5 of 7 directors. The acts approved by unanimous vote 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 or her absence, the vice-president.

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

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

3. The maintenance, repair, replacement, and operation of the Regime property including all common areas, 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 therefor.

4. The reconstruction, repair, restoration, or rebuilding

of the Regime property and of any Units as applicable after casualty; construction of new improvements or alterations if approved; to make and amend regulations respecting the use and occupancy of the property in the Condominium Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, bylaws, and resolutions of the members.

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

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 the 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 renew such loan and give additional security.

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

Each of the above powers shall be exercised by a simple majority; however, the determination of amount of assessments where the assessment exceeds the sum of $5,000.00 for each member shall require a vote of 5 of 7 directors.

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 three of the initial directors and by a vote of five of seven of the directors elected at the first annual meeting of the members. In the event that the number of directors is thereafter increased the goal to replace an officer shall require a vote of two-thirds (2/3) of the total directors.

two-thirds (2/3) 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 organizational meeting of the members. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the bylaws or by specific grant from the board, but subject at all times to the provisions of the bylaws and to the control of the Board of Directors.

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

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

4. The secretary and treasurer, which shall constitute one office, shall keep the minutes of all proceedings of membership meetings and directors' meetings and shall have custody and control of the minute book of the Association and shall keep or be in charge and control of the records of the Association, and additionally as treasurer have control of the funds and other property of the Association and shall keep the financial books and records thereof.

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

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

VI. FISCAL MANAGEMENT

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

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

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

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

2. The Board of Directors shall assess against each Unit and the Owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1. equal to such Unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared, and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective Unit Owner or Owners in twelve (12) equal installments, each installment being due and payable the first day of each calendar month, within such fiscal year. In the event notice of such assessment is not timely given, the amount of such 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 after thirty (30) days from the date 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 unanimous vote 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 exceed an assessment of $5,000.00 per member, cannot be paid from the annual assessments for common expenses and maintenance funds until 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 (1/2) 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 expenditure for repair or replacement of any Unit or Common Elements cannot be paid from annual assessments but can be at least ninety percent (90%) paid from insurance proceeds therefor, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

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

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

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

(a) Tax liens on the Unit in favor of any assessing Unit and special district; and

(b) All sums unpaid on the first mortgage of record.

000251

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, she or they may have against the Association by reason of the homestead exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, neither such mortgagee nor purchaser nor their successors or assigns, shall be liable for the assessments chargeable to such Unit due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all Unit Owners including the mortgagee or purchaser, and their successors and assigns. The Owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior Owner for all unpaid assessments against the grantor or prior Owner, but without prejudice to the right of such grantee or devisee to recover from the grantor the amounts paid therefor. The grantee or other successor in interest of an individual subject to a levy of an assessment on account of default shall be liable for any such special assessment.

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

9. An audit of the accounts of the Association may be made annually by a certified public accountant and if such audit is made a copy of the report shall be furnished to each member not later than sixty (60) days after the close of the fiscal year for which the report is made.

VII. AMENDMENT

1. These bylaws may be amended, altered, repealed or new bylaws adopted by the members at a regular or special meeting of the members upon an 80% affirmative vote of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve

said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession of the requisite percentage of membership and voting interests; provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed 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 by Section 499B.14 of the Code of Iowa, as amended, no modification nor amendment to these bylaws shall be effective unless set forth in an amendment to the Declaration 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 or employ a corporate seal.

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

4. The Association shall promulgate such rules and regulations as it deems to be in the best interest of all Owners within the Regime. The initial Board of Directors shall adopt the initial rules and regulations which may be added to, amended, modified or altered by a two-thirds affirmative vote of all of the members in the Association. Such Rules and Regulations, as amended, shall be binding upon all members, guests, and agents of members. An amendment to the rules and regulations shall not

constitute an amendment to the Declaration and shall be valid and enforceable upon adoption without recording the same as an amendment to the Declaration.

5. The Association shall at all times maintain separate and accurate written records of each Unit and Owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that Unit and Owner. Any person other than a Unit Owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

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

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

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

IX. DEFINITIONS

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

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

2. **Owner.** The term "Owner" for the purposes of these bylaws shall mean any person who owns or holds for himself or herself an interest in one or more Units subject to the Regime; provided that the holder of a leasehold interest in a Unit shall not be an Owner; and further provided that the holder of an equitable interest shall be an Owner.

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

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

(a) Expenses of administration, expenses of maintenance, operation, repair or replacement of Common Elements, and the portions of Units to be maintained by the Association.

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

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

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

DATED this 5th day of FEBRUARY, 1999.

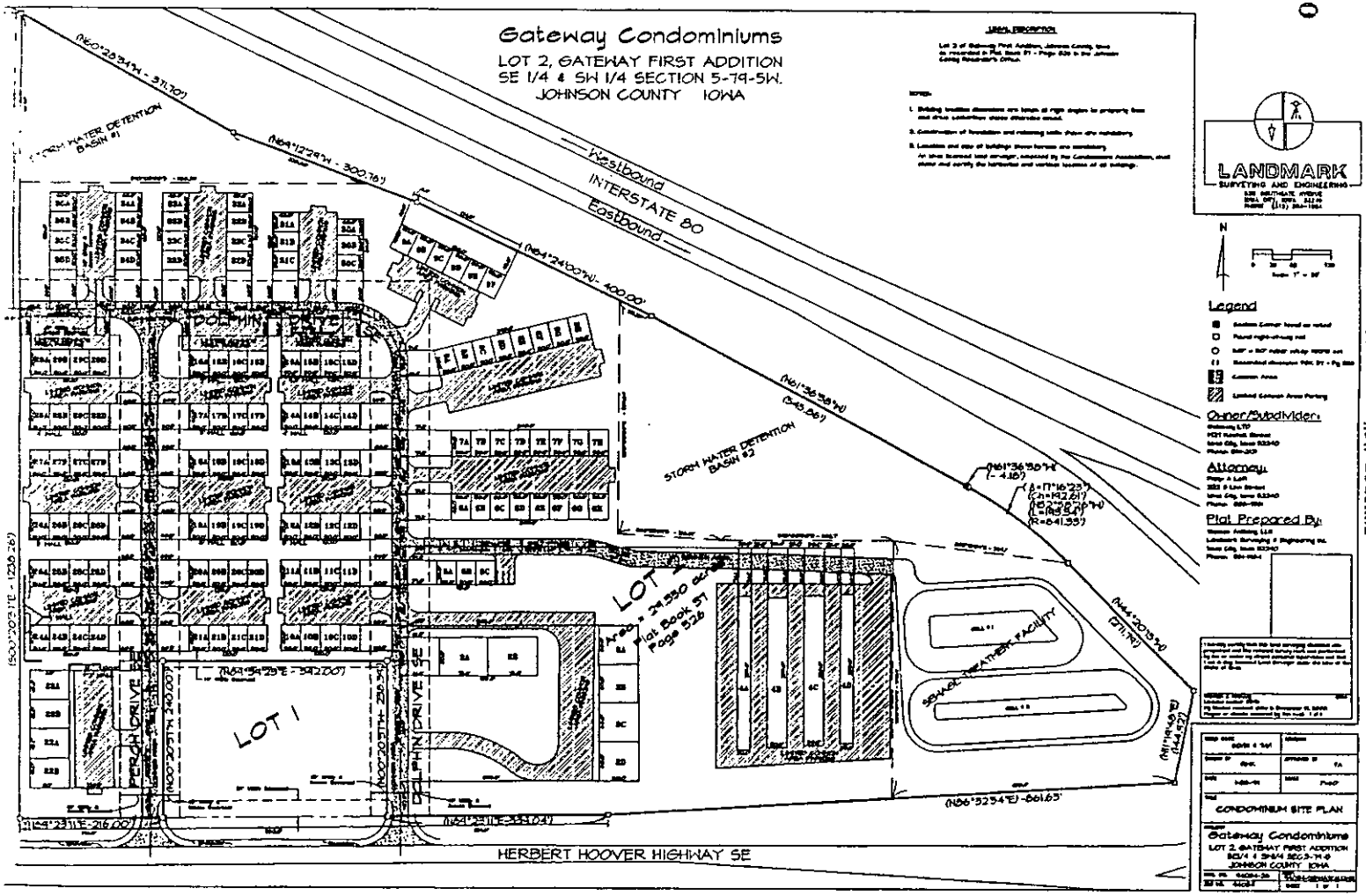
Dennis Wong Jr.
Secretrary

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000256

Gateway Condominiums

LOT 2, GATEWAY FIRST ADDITION
SE 1/4 & SW 1/4 SECTION 5-79-5W.
JOHNSON COUNTY IOWA



LEGAL DESCRIPTION

Lot 2 of Gateway First Addition, Johnson County, Iowa, as recorded in Plat Book 57 - Page 526 in the Johnson County Recorder's Office.

NOTES:

1. Building location dimensions are taken at right angles to property lines and show construction above ground.
2. Construction of foundation and retaining walls shown are mandatory.
3. Locations and size of buildings shown hereon are mandatory. No other licensed land surveyor, employed by the Condominium Association, shall stake and certify the foundation and vertical location of all buildings.

LANDMARK
SURVEYING AND ENGINEERING
120 SOUTHGATE AVENUE
SOUTH CITY, IOWA 52240
PHONE (319) 354-1964

N

Legend

- Section Corner found as noted
- Found right-of-way rod
- 5/8" x 30" rebar w/cap "LS7076" set
- Recorded dimension (Plat, DT, Pg 526)
- Common Area
- Limited Common Area Parking

Owner/Subdivider:
Gateway LTD
1021 Hartford Street
Iowa City, Iowa 52240
Phone: 354-1021

Attorney:
Peter A Lark
203 E Lyon Street
Iowa City, Iowa 52240
Phone: 338-1151

Plat Prepared By:
Steven Anthony, LLS
Landmark Surveying & Engineering Inc.
Iowa City, Iowa 52240
Phone: 354-1964

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Steven J. Anthony
Date
My license renewal date is December 31, 2009
Pages or sheets covered by this seal: 1 of 1

Date: 5/2/06	Revisions:
Surveyed By: RWK	Approved By: SA
Date: 11/20/06	Issued: Final

CONDOMINIUM SITE PLAN

Gateway Condominiums
LOT 2, GATEWAY FIRST ADDITION
SE1/4 & SW1/4 SEC.5-T-79-R
JOHNSON COUNTY IOWA

Job No. 06004-26 | Sheet 1 of 1

EXHIBIT "D"

RULES AND REGULATIONS FOR

GATEWAY COMMERCIAL CONDOMINIUMS OWNERS ASSOCIATION

1. Motorized vehicles and equipment may be parked only in the areas provided for that purpose, and shall not be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle. Parking areas adjacent to each Unit are reserved for that Unit's guests and invitees.

2. No radio or television antenna or any wiring for any purpose may be installed on the exterior of the Building without the written consent of the Board of Directors of Gateway Commercial Condominiums Owners Association.

3. Exterior name plates and mailboxes will be installed in a manner uniform and consistent with that of the other Unit and approved by the Association.

4. Unit Owners are reminded that alteration and repair of the Building is the responsibility of the Building Owner. No work of any kind is to be done upon the exterior of the Building without first obtaining the approval of the Association, of which approval shall not be unreasonably withheld.

5. Each Unit Owner shall keep his or her Unit or Building, whichever is applicable, in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors or windows thereof, any dirt or other substance. No inoperative vehicles or equipment will be stored on any of the limited parking areas, on the exterior of the Building, or on any of the general common areas of the Condominium Regime.

6. Any consent or approval given under these Rules and Regulations may be added to, amended or repealed at any time by resolution of the Board of Directors of the Association.

7. Storage of all Building materials will be conducted in such a manner that the same is neat and free of weeds and debris. If exterior storage of materials is utilized it shall be approved by the Association.

8. Any exterior storage of gasoline or diesel fuel will be above ground, in containers which are properly labeled and officially designed so that in the event of a leak or spill from the storage tank a reserve reservoir will prevent the

leaking product from contact with the ground. In addition, said fuel storage tanks and related equipment must be in full compliance with all state and county laws, regulations, and ordinances, including all applicable environmental standards.

9. No Unit Owner shall install any heating exhaust stack, vent, tube, or any other openings in the exterior of the Building in which the Unit is located unless the same are installed through the roof. No such installations in the side wall or gable ends shall occur. The location of any Building exhaust vents, other stacks or tubes protruding through the exterior of the Building will be approved by the DECLARANT prior to the installation of the same.

10. These Rules and Regulations may be amended, modified or altered only as provided in the bylaws of Gateway Commercial Condominiums Owners Association.

These Rules and Regulations have been approved by the Board of Directors of Gateway Commercial Condominiums Owners Association on the 5th day of February, 1999.

ATTEST:

M. ELIZABETH DAIN
MY COMMISSION EXPIRES
June 26, 1999

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EXHIBIT "E"

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

I, _____, being first duly sworn on oath do depose and state that I am a Registered Professional Engineer authorized and licensed to practice my profession in the State of Iowa, with Iowa Registration No. _____.

That I have examined the Building plans attached to this Gateway Commercial Condominiums Declaration of Condominium as Exhibit "C" for the Building designated as Building _____ including those which are on file with the Recorder of Johnson County, Iowa. I hereby certify that said plans diagrammatically represent insofar as reasonably possible the Building and Common Elements that the DECLARANT, Gateway, Ltd., it has constructed on the real estate described in the Declaration. Said plans are in sufficient engineering detail to allow the Building structure to be rebuilt in precisely the same location in the event the same is completely destroyed by fire or other casualty. This certificate is limited to Building _____ which has been constructed with (steel) (wood) frame specifications.

_____

Ia. Reg. No. _____

Subscribed and sworn to before me by _____, this ____ day of _____, 1999.

_____
Notary Public in and for
State of Iowa

/jmm/jo

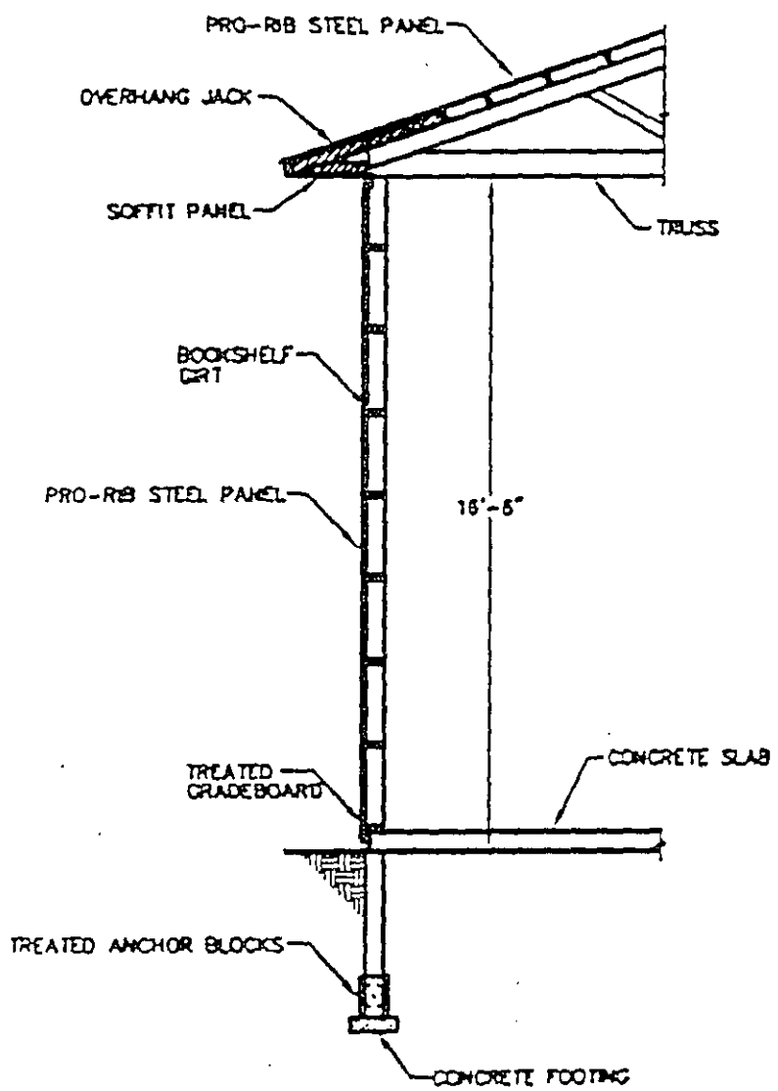
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Wood Frame Building Specifications

Wood Posts	Laminated (3 - 2"x6") Below ground-level materials are to be treated wood.
Trusses	Wood, engineer-certified trusses.
Purlins	Wood (2"x6" minimum)
Steel Wall & Roofing Coverings	29 gauge steel with factory applied protective paint coatings.
Interior Walls	Wood framed. Covering can be steel, drywall, or wood and are optional.
Ceilings	Steel, drywall, or wood and are optional.
Insulation	Side walls and ceilings are optional. Materials are by owner's choice.
Windows	4'x3' maintenance free type slide by window with screens. Frames may be of solid vinyl, steel, aluminum or wood with vinyl, steel, aluminum wrap.
Service Door	Steel insulated door with or without window.
Overhead Door	Steel or aluminum insulated door with at least 2 windows.
Overhead Door Operator	Optional electric motor operated door opener with or without remote control access.
Concrete Floor	6" minimum portland cement.

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EXHIBIT F
(Page 1 of 15 pages)



A/1 WALL SECTION
SCALE: 1/4"=1'-0"

000261

EXHIBIT F
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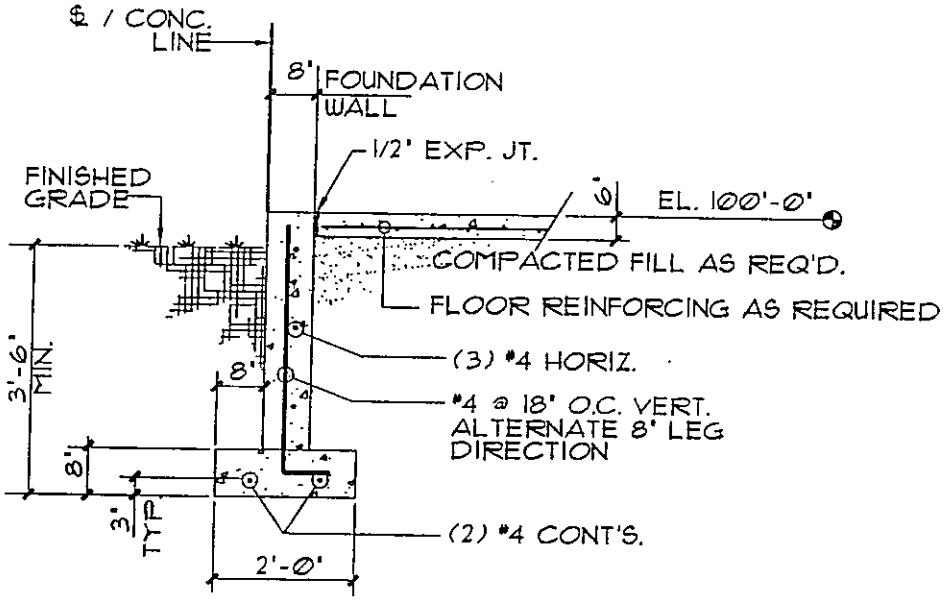
Wood Frame Building

Steel Frame Building Specifications

Steel Posts &Beams	Engineer-certified steel post and steel beam construction. 30' on-center bays maximum.
Trusses	Steel, engineer-certified trusses.
Purlins	Steel or wood.
Steel Wall & Roofing Coverings	29 gauge high tensel strength steel minimum with factory applied protective paint coatings.
Interior Walls	Wood or steel framed coverings can be steel, drywall, or wood and are optional.
Ceilings	Steel, drywall, or wood and are optional.
Insulation	Side walls and ceilings are optional. Materials are by owner's choice.
Windows	4'x3' maintenance free type slide by window with screens. Frames may be of solid vinyl, steel, aluminum or wood with vinyl, steel, aluminum wrap.
Service Door	Steel insulated door with or without window.
Overhead Door	Steel or aluminum insulated door with at least 2 windows.
Overhead Door Operator	Optional electric motor operated door opener with or without remote control access.
Concrete Floor	6" minimum portland cement.

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EXHIBIT F
(Page 3 of 15 pages)



TYP: section at foundation wall

scale 1/2" = 1'-0"

Steel Frame Building

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Building #2

EXHIBIT F
(Page 5 of 15 pages)

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Building #3

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EXHIBIT F
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Building #4B and #4C

EXHIBIT F
(Page 7 of 15 pages)

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Building #4A and #4D

EXHIBIT F
(Page 8 of 15 pages)

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Buildings #6 and #7

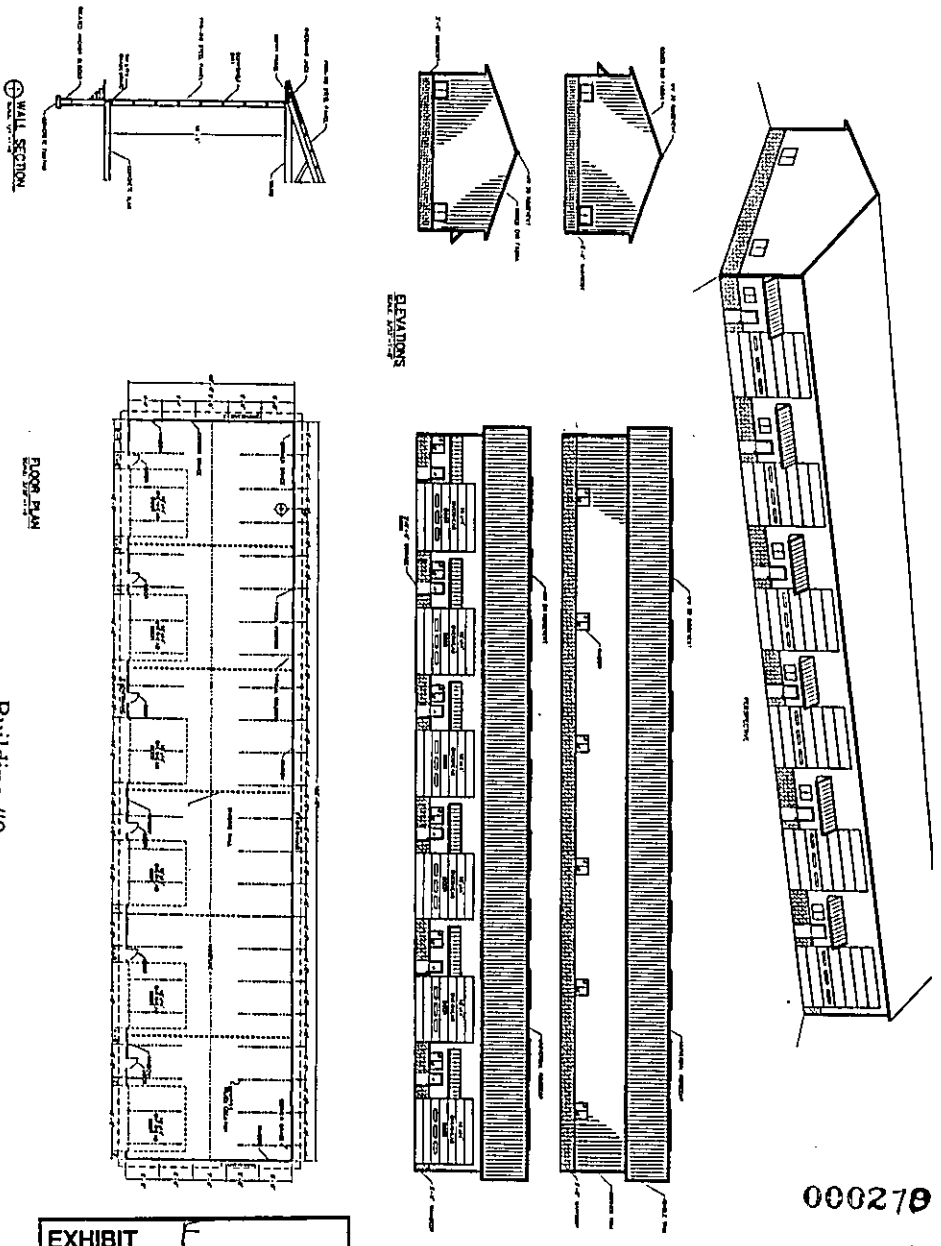
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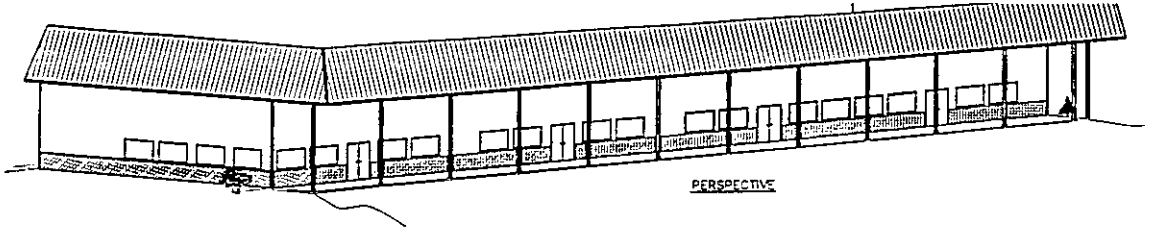
Building #9

EXHIBIT F
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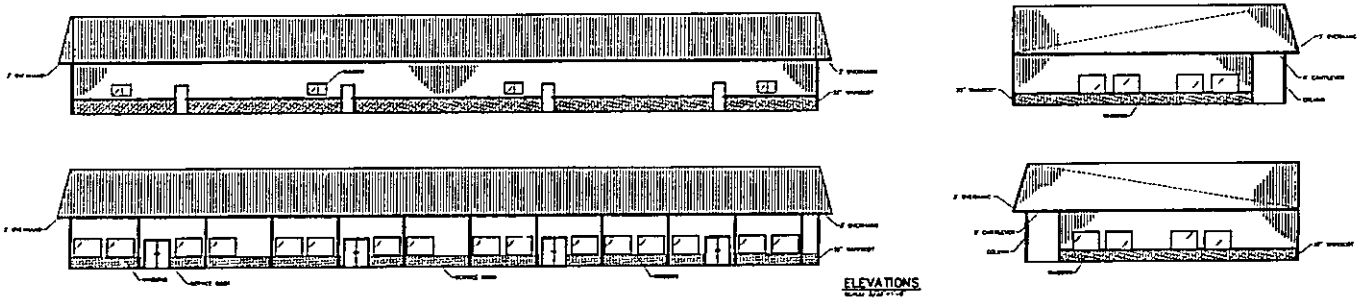
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EXHIBIT F
PAGE 12 OF 15

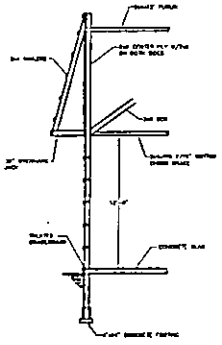
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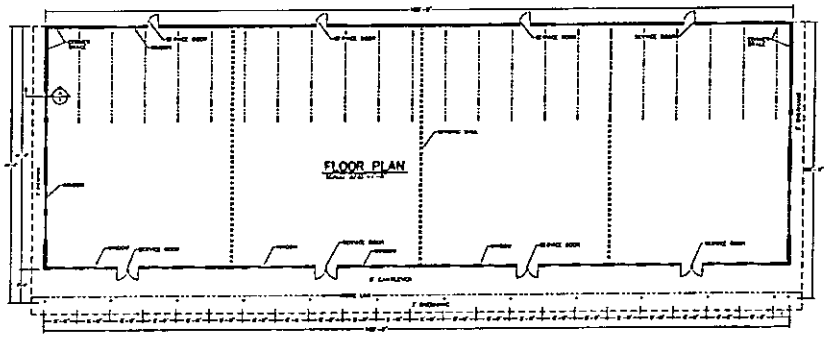
PERSPECTIVE



ELEVATIONS



WALL SECTION



FLOOR PLAN

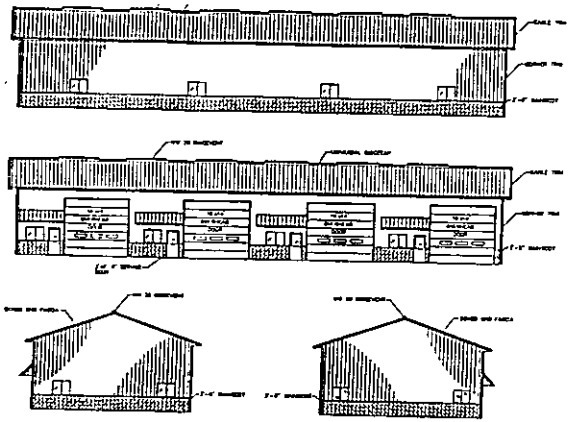
Building #22

Building #23

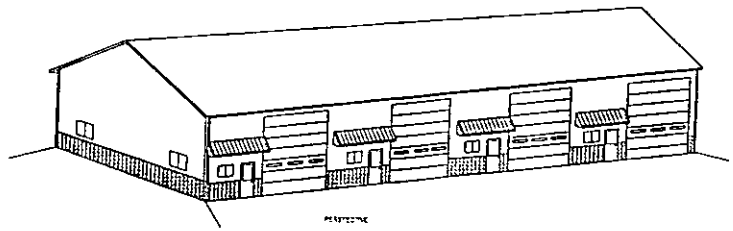
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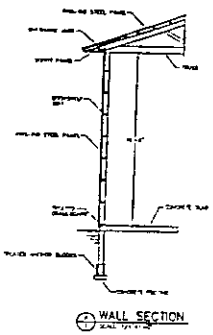
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EXHIBIT F
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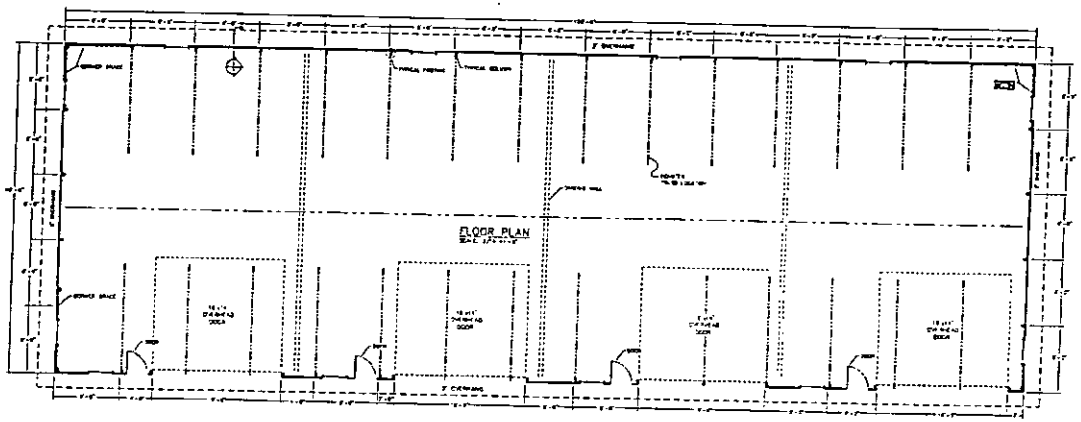


ELEVATIONS





WALL SECTION



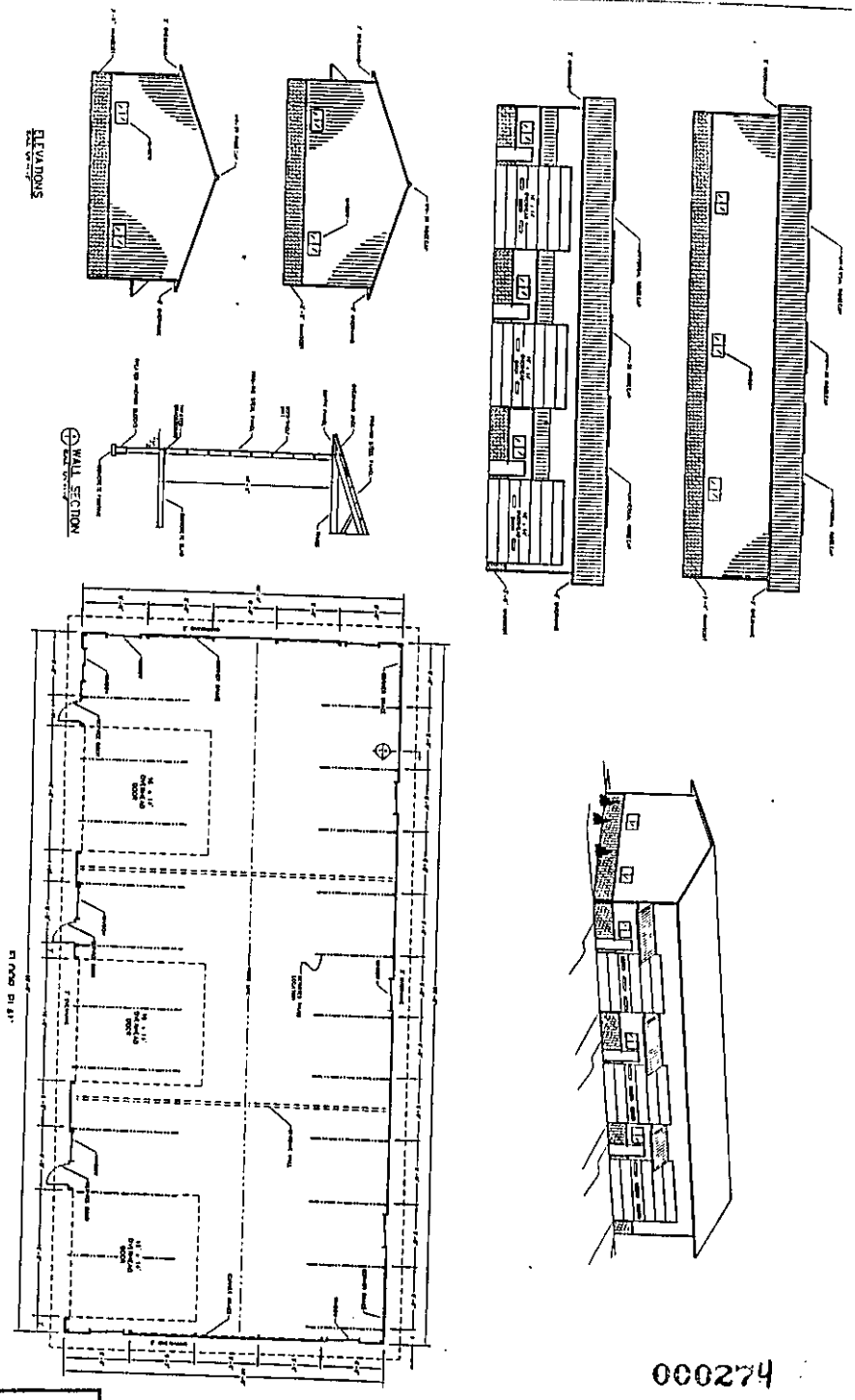
FLOOR PLAN

Building #10, #11, #12, #13, #14, #15, #17, #18, #19, #20, #21, #24, #25, #26, #27, #28, #32, #33, #34, #35

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Buildings #30 and #31

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EXHIBIT
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EXHIBIT "G"

UNIT OWNERSHIP SHARES
(The share of each of the Units named hereafter is 1/141st)

Building 2-Unit A
Building 2-Unit B

Building 3-Unit A
Building 3-Unit B
Building 3-Unit C
Building 3-Unit D

Building 4-Unit A
Building 4-Unit B
Building 4-Unit C
Building 4-Unit D

Building 5-Unit A
Building 5-Unit B
Building 5-Unit C

Building 6-Unit A
Building 6-Unit B
Building 6-Unit C
Building 6-Unit D
Building 6-Unit E
Building 6-Unit F
Building 6-Unit G
Building 6-Unit H

Building 7-Unit A
Building 7-Unit B
Building 7-Unit C
Building 7-Unit D
Building 7-Unit E
Building 7-Unit F
Building 7-Unit G
Building 7-Unit H

Building 8-Unit A
Building 8-Unit B
Building 8-Unit C
Building 8-Unit D
Building 8-Unit E
Building 8-Unit F
Building 8-Unit G
Building 8-Unit H

Building 9-Unit A
Building 9-Unit B
Building 9-Unit C
Building 9-Unit D
Building 9-Unit E
Building 9-Unit F

Building 10-Unit A
Building 10-Unit B
Building 10-Unit C
Building 10-Unit D

Building 11-Unit A
Building 11-Unit B
Building 11-Unit C
Building 11-Unit D

Building 12-Unit A
Building 12-Unit B
Building 12-Unit C
Building 12-Unit D

Building 13-Unit A
Building 13-Unit B
Building 13-Unit C
Building 13-Unit D

Building 14-Unit A
Building 14-Unit B
Building 14-Unit C
Building 14-Unit D

Building 15-Unit A
Building 15-Unit B
Building 15-Unit C
Building 15-Unit D

Building 16-Unit A
Building 16-Unit B
Building 16-Unit C
Building 16-Unit D

Building 17-Unit A
Building 17-Unit B
Building 17-Unit C
Building 17-Unit D

Building 18-Unit A
Building 18-Unit B
Building 18-Unit C
Building 18-Unit D

Building 19-Unit A
Building 19-Unit B
Building 19-Unit C
Building 19-Unit D

EXHIBIT G
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Building 20-Unit A
Building 20-Unit B
Building 20-Unit C
Building 20-Unit D

Building 21-Unit A
Building 21-Unit B
Building 21-Unit C
Building 21-Unit D

Building 22-Unit A
Building 22-Unit B

Building 23-Unit A
Building 23-Unit B

Building 24-Unit A
Building 24-Unit B
Building 24-Unit C
Building 24-Unit D

Building 25-Unit A
Building 25-Unit B
Building 25-Unit C
Building 25-Unit D

Building 26- Unit A
Building 26- Unit B
Building 26- Unit C
Building 26- Unit D

Building 27- Unit A
Building 27- Unit B
Building 27- Unit C
Building 27- Unit D

Building 28- Unit A
Building 28- Unit B
Building 28- Unit C
Building 28- Unit D

Building 29- Unit A
Building 29- Unit B
Building 29- Unit C
Building 29- Unit D

Building 30- Unit A
Building 30- Unit B
Building 30- Unit C

Building 31-Unit A
Building 31-Unit B
Building 31-Unit C

Building 32-Unit A
Building 32-Unit B
Building 32-Unit C
Building 32-Unit D

Building 33-Unit A
Building 33-Unit A
Building 33-Unit B
Building 33-Unit C

Building 34-Unit A
Building 34-Unit B
Building 34-Unit C
Building 34-Unit D

Building 35-Unit A
Building 35-Unit B
Building 35-Unit C
Building 35-Unit D

EXHIBIT G
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