DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME

PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA

FOR

LITTLE CREEK CONDOMINIUMS

DEVELOPER: Smith-Moreland Properties
1476 1st Avenue
Iowa City, IA 52245

DEVELOPER'S ATTORNEY:
Michael W. Kennedy
920 S. Dubuque Street
P.O. Box 2000
Iowa City, IA 52244

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

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed in Iowa City, Johnson County, Iowa this 31st day of March, 1993, by Smith-Moreland Properties, an Iowa General Partnership, hereafter referred to as "Declarant."

W I T N E S S E T H :

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

> Lot 17, of West Side Park, Iowa City, Iowa, according to the plat thereof recorded in Book 24, Page 45, Plat Records of Johnson County, Iowa, excepting therefrom the Northerly 15.00 feet, of said Lot 17, and which resultant tract is more particularly described as follows:
> Beginning at the Southwest Corner of Lot 17, of West Side Park, Iowa City, Iowa, as recorded in Plat Book 24, at Page 45, of the Records of the Johnson County Recorder's Office, Thence N00°00'00"E, a recorded bearing, along the West Line of Said Lot 17, 185.01 feet, to a point which is 15.00 feet, S00°00'00"W, of the Northwest Corner of said Lot 17; Thence N89°35'04"E, 300.01 feet, along a line parallel with and 15.00 feet southerly of the North Line of said Lot 17, to a point on the East Line of said Lot 17, which is 15.00 feet, S00°00'00"W, of the Northeast Corner thereof; Thence S00°00'00"W, along the East Line of said Lot 17, 185.01 feet, to the Southeast Corner thereof; Thence S89°35'04"W, along the South Line of said Lot 17, 300.01 feet, to the Point of Beginning.

and;

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

and;

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

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

ARTICLE I

A. Definitions

1. **Declarant.** The term "Declarant" shall mean Smith-Moreland Properties, an Iowa General Partnership, which has made and executed this Declaration.

2. **Declaration.** The term "Declaration" shall mean this instrument by which Little Creek Condominiums is established as provided under the Horizontal Property Act.

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

4. **Unit.** The term "unit" shall mean one or more rooms occupying all or part of a floor or floors intended for use as a residence and not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the building so described and the air space so encompassed. The Regime will consist of two (2) buildings, one of which will contain three (3) units, and the other will contain five (5) units. Each Unit consists of two (2) stories or levels. Each unit has a main level screened porch.

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

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

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

8. **Garage.** The term "garage" means a structure abutting a driveway, contiguous with the building and intended for, but not limited to the storage of an automobile.

9. **Condominium.** The term "condominium" means the entire estate in the real property owned by an Owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a unit.

10. **Owner.** The term "owner" means any person with an ownership interest in a unit in the project.

11. **Council of Co-Owners.** The term "council of co-owners" means all the co-owners of the building and is otherwise known and synonymous with the term "association" and/or "homeowners association."

12. **Association.** The term "association" means the same as the "council of co-owners" as defined in Paragraph 11 hereof and refers to Little Creek Owners Association and its successors.

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

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

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

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

B. Development Phases

1. **General.** The project is being developed in two phases. Building One, containing Units 802, 806, and 810, has been constructed at the time of the recording of this Declaration. Building Two, containing Units 820, 824, 828, 832 and 836, is in the process of being constructed and is expected to be completed on or before June 1, 1993. This Declaration shall apply to and be binding upon both buildings including all eight units subject to the special provisions in this Article.

2. **Special Provisions.**

(a) Until such time that Building Two has been fully constructed and a Certificate of Occupancy has been issued by the City of Iowa City, Iowa, no assessments for maintenance or any Association expenses shall be made against said units in Building Two. However, even if said units are not complete or no Occupancy Certificate has been issued, assessment shall be made against said units effective July 1, 1993.

(b) Building Two shall be constructed in the location as shown in the attached (Exhibit "B") and in the manner as shown by the building plans for said building according to Exhibit "C". Since at the time of the filing of this Declaration, Building Two has not yet been completed, the Declarant reserves the right to complete said building substantially according to said plans and may deviate from the plans to the extent of the construction within each unit and file amended plans Exhibit "C" after construction has been completed all without obtaining the approval of any owners of units in this condominium regime.

ARTICLE II

Description of Land, Buildings and Units

1. Description of Land. The land submitted to this regime is located on West Side Drive in Iowa City, Johnson County, Iowa, and is legally described as follows:

Lot 17, of West Side Park, Iowa City, Iowa, according to the plat thereof recorded in Book 24, Page 45, Plat Records of Johnson County, Iowa, excepting therefrom the Northerly 15.00 feet, of said Lot 17, and which resultant tract is more particularly described as follows: Beginning at the Southwest Corner of Lot 17, of West Side Park, Iowa City, Iowa, as recorded in Plat Book 24, at Page 45, of the Records of the Johnson County Recorder's Office, Thence N00°00'00"E, a recorded bearing, along the West Line of Said Lot 17, 185.01 feet, to a point which is 15.00 feet, S00°00'00"W, of the Northwest Corner of said Lot 17; Thence N89°35'04"E, 300.01 feet, along a line parallel with and 15.00 feet southerly of the North Line of said Lot 17, to a point on the East Line of said Lot 17, which is 15.00 feet, S00°00'00"W, of the Northeast Corner thereof; Thence S00°00'00"W, along the East Line of said Lot 17, 185.01 feet, to the Southeast Corner thereof; Thence S89°35'04"W, along the South Line of said Lot 17, 300.01 feet, to the Point of Beginning.

2. Description of Building. The Condominium Regime will consist of two (2) buildings, one of which shall contain three (3) dwelling units and the other of which shall

contain five (5) dwelling units. Building 1 contains units 802, 806, and 810. Building 2 contains units 820, 824, 828, 832, and 836. Each building will be constructed to the following general specifications:

Footings & Floor: Footings are 8" x 16" concrete. Basement floor is 3-1/2" concrete over 4" rock.

Exterior Walls: Exterior walls are 2 x 6 - 16" o.c. covered with plywood, tyvek paper and vinyl siding, 5 1/2" fiberglass insulation, and 5/8" sheetrock.

Floor Decks: Floor joists are 2 x 10 - 12" o.c. covered with 3/4" T. & G. oxboard or equal.

Interior Walls: All interior walls are 2 x 4 - 16" o.c. and are covered with 1/2" sheetrock with three (3) coats tape and texture. Sound walls are double 2 x 4 walls with two (2) layers of 3-1/2" fiberglass insulation separated by a 1/2" air space. Interior walls are finished with two (2) coats latex paint.

Ceilings: All ceilings are covered with 5/8" sheetrock with three (3) coats tape and texture.

Insulation: All exterior walls are insulated with 6" fiberglass insulation with poly vapor barrier. Ceiling insulation is 10" blown fiberglass, insulation R-40.

Roof: Engineered roof trusses are placed 24" o.c. with 1/2" CDX plywood, 15# felt and 235# self-sealing asphalt shingles.

Exterior Trim: Soffits, gutters, ridge vents, and roof edge, are aluminum. All other exterior trim is vinyl.

Windows: All windows are wood, double-glazed with screens.

Exterior Doors: Exterior doors are 1-3/4" steel insulated.

Interior Doors & Trim: All interior doors are pre-finished natural oak. Or six panel painted doors.

Kitchen Cabinets: Kitchen and vanity cabinets are pre-finished natural oak or painted. Counter tops and vanity tops are postformed laminate.

Electrical: Electrical service is 100 amp for each unit. Each unit will be wired for the following:

(a) Vented range hood or microwave.
(b) One (1) bath exhaust fan and lights.
(c) Standard outlets and lights.
(d) PRK smoke detector.
(e) Four (4) telephone outlets.
(f) Four cable television outlets.
(g) Electrical washer and dryer hookups.
(h) Disposal.

Heating and Air Conditioning: Each unit has its own furnace and air conditioner. Heating is by gas forced air and central air conditioner.

Plumbing: All underground plumbing is copper and cast iron. Waste and vent lines are plastic. All water lines are copper. Each unit has the following fixtures:

(a) Three (3) white stools.
(b) Two (2) white fiberglass tub/shower unit.
(c) Three (3) white china lavatories.
(d) One (1) stainless steel kitchen sink.
(e) One (1) disposal-insinkerator model #333.
(f) Washer and dryer hookups.
(g) Forty (40) gallon natural gas water heater.

Painting: All interior wall surfaces have two (2) coats latex simi-gloss paint.

Floor Covering: Carpeting is Essential by Philadelphia. Vinyl in kitchen and bath is Armstrong Cambray or Equal.

3. **Description of the Units.** Annexed hereto and made a part hereof as Exhibit "A" is a list of all units in the buildings, their unit designations, percentage interest of each unit in the common elements, number of votes per unit in the Association, and pro rata share of common expenses. Annexed hereto and made a part hereof as Exhibit "B" is a site plan showing the location of the buildings and the limited common elements to which each unit has immediate access. Annexed hereto and made a part hereof as Exhibit "C" are the building plans for the buildings which together with

the definition of the term "unit" in Article I show the dimensions of each unit.

ARTICLE III

Ownership Interests

1. **Exclusive Ownership and Possession by Owner.** Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fractional interest expressed in Exhibit A of this Declaration. The fractional interest of each owner in the Common Elements as expressed in Exhibit A shall have a permanent character and snall not be altered without the consent of all owners expressed in an amended declaration duly recorded. The fractional interest in the Common Elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the Common Elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners.

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

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

3. **Undivided Fractional Interest.** An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited

common elements, shall be appurtenant to each unit. The amount of such undivided interest appurtenant to each unit is that fraction as set forth in Exhibit "A."

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

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

6. **Association Membership and Voting Rights.** Appurtenant to each unit shall be membership in Little Creek Owners Association and one vote in the affairs of the Association and of the regime, provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the owners; and such action, when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all unit owners.

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

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

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

(c) Every portion of a unit contributing to the support of a building is burdened with an easement of such support for the benefit of all such other units;

(d) Through the units and common areas for conduits,

ducts, heating, plumbing, wiring and other facilities for the furnishing of utility or other services to the other units in the common areas.

ARTICLE IV

General Common Elements

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

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

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

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

(d) Front, side, and rear yards; plantings, driveways, walks, and open parking spaces.

ARTICLE V.

Limited Common Elements

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

2. **Reservation.** The following common elements are reserved and shall constitute the limited common elements:

(a) All exterior walls of a building, all walls and partitions segregating units from other units, interior load-bearing walls and all other elements which are structural to a unit are reserved for

that unit (or units where partitions separate two units contained in a building).

(b) The immediate hallways and entrances leading to each Unit are reserved for those Units.

(c) The wooden ground-level patio for each Unit.

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

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

ARTICLE VI

Declarant's Reserved Rights and Powers

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

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

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

ARTICLE VII

Management of The Regime

1. Association; Council of Co-owners. The operation of the condominium shall be by a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa. The name of the Association shall be Little Creek Owners Association. Copies of its Articles of Incorporation and By-Laws are attached hereto as Exhibits "D" and "E", respectively. Whenever a vote or other action of unit owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or the Council of Co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

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

3. Power of Association. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-owners and the owners as a group by Chapters 499B and 504A of the Code of Iowa, and such as are more particularly set forth in the condominium documents, including but not limited to the mak-

ing of assessments chargeable to owners and the creation of a lien on units thereof, and acquiring a unit at foreclosure sale and holding, leasing, mortgaging or conveying the same. Each owner hereby waives any rights to delay or prevent such foreclosure by the Association which he/she may have by reason of a homestead exemption.

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

5. **Membership, Voting Rights.** The members of the Association shall consist of all of the record owners of units. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a record title to a unit in the condominium. The membership of the prior owner shall be thereby terminated. The members of the Association shall be entitled to cast one vote for each unit owned by such member.

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

7. **Board of Directors.** The affairs of the Association shall be conducted by a Board of Three (3) Directors who shall be designated in the manner provided in the By-Laws. The Board may employ a manager or managerial service company and delegate various responsibilities to such person as more particularly described in the By-Laws. The management fee shall be a common expense.

8. **Discharge of Liability.** All owners shall promptly discharge any lien which may hereafter be filed against their condominium unit.

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

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

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

Name	Address
John W. Moreland Jr.	1476 1st Avenue Iowa City, IA 52245

ARTICLE VIII

Maintenance, Alteration and Improvement

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

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

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

2. Maintenance by Association.

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

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

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

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

3. Maintenance by Owner.

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

(b) The owner of each unit shall be responsible for maintaining and replacing the plumbing fixtures within the unit and the furnace and air conditioning unit serving such unit together with heating ducts and all other utilities including electrical and electrical fixtures or portions

thereof located within the boundaries of his unit. The owner shall also, at his own expense, keep in a clean and sanitary condition his unit, and any patio or storage place which is for the exclusive use of his unit. Neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in such storage places.

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

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

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

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

and the costs thereof shall constitute part of the common expenses.

ARTICLE IX

Conditions of and Restrictions on Ownership, Use and Enjoyment

1. Property Subject to Certain Provisions. The ownership, use, occupation, and enjoyment of each unit and of the common elements of the regime shall be subject to the provisions of the Bylaws of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all 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 unit shall be used or occupied for single family dwelling purposes only.

(b) A condominium may be rented or leased by the owner or his lessee provided the entire unit is rented, the occupancy is only by the lessee and his family or sublessee and his family and the period of rental is at least one (1) year unless some other period is established in the regulations or Bylaws of the Association. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.

(c) 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.

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

(e) Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law.

(f) No unit owner shall be permitted to erect a TV antenna or any other fixture, item or appurtenance on any building roof.

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

(h) No unit owner shall be allowed to install additional parking slabs on any part of the property, nor shall parking of any vehicles be allowed except on designated driveways and garages.

any guest parking?

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

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

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

(l) No Unit shall house more than one (1) dog. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the limited or general common elements.

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 By-Laws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE X

Insurance and Casualty

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

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominiums association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as it may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or polices shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall be name as insured all of the owners, the Association and Declarant, so long as Declarant is the owner of any of the units in the project. The Declarant shall notify the insurance carrier of any change in ownership of a unit until such time as the Declarant shall no longer own ten percent (10%) or more of the units at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

3. **Fire and Casualty on Individual Units.** Except as expressly provided in this clause and in clause 4, no owner shall separately insure his 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, and or failure to have the proceeds of such other insurance payable pursuant to the provisions of clause 2, shall be chargeable to the owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

4. **Personal Property on Individual Units.** An owner may carry such personal liability insurance, in addition to that herein required, as he/she may desire. In addition, such fixtures and mechanical equipment located within a unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, furnace, air conditioning and water heater, together with additions thereto and replacements thereof, as well as the personal property of the unit owner, 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 common maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain worker's compensation insurance to the extent that the same shall be required by law respecting employees of the Association. The Board shall also maintain "all risk" insurance coverage on the project to insure against water damage and like kind of casualties, if such insurance would be reasonably available.

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

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

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

(b) **Partial Destruction of Units and Common Elements.** In the event of damage to, or destruction of, any unit or units with accompanying damage to the common elements but the total destruction or damage does not represent sixty percent (60%) or more of the buildings in the regime and the costs of repairing or re-buildings said damaged area does not exceed the amount of available insurance proceeds for said loss by more than $20,000.00, the Board of Directors of the Association shall immediately contract to repair or re-build the damaged portion of the unit or units and the common elements substantially in accordance with the original plans and specifications. If the cost to repair or re-build exceeds available insurance by $20,000.00, then owners of the individual units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

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

In the event of a determination not to re-build, the Board shall offer the project for sale forthwith, at the highest and best price obtainable, either in its damaged

condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the owners as a whole on the project, including coverage on the units in the common area, except for unit coverages under clause 4 of this Article X, shall be distributed proportionately to the unit owners in the same proportion that the unit in which they have an interest shares in the common elements, except that where there is a mortgage of record or other valid encumbrance on any one unit then, and in that event, with respect to said unit, the Association will distribute said proceeds as follows: First to the record owner of the mortgages upon units and common elements in the regime in satisfaction of the balance currently due on said encumbrances and then the remaining proceeds, if any, to the unit owner of record.

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

(e) In the event of a dispute among the owners and/or mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board, which shall notify all other owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of

the parties. The arbitrator may include in his/her determination an award for costs and/or attorney fees against any one or more parties to the arbitration.

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

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

ARTICLE XI

Termination

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

(a) **Destruction.** In the event it is determined in the manner elsewhere provided that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa (1989).

(b) **Agreement.** The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa (1991). It shall be the duty of every unit owner and his respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the project when at a meeting duly convened of the Association, the owners of 100% of the voting power, and all record owners of mortgages upon units in the Regime, elect to terminate and/or sell the project.

(c) **Certificate.** The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by

all members of the Association and their respective holders of all liens affecting their interest in the condominium, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Johnson County Recorder in Iowa City, Iowa.

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

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

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

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

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

ARTICLE XII

Amendments and Miscellaneous

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

(a) **Notice.** Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered. Holders of a first mortgage of record shall re-

ceive 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 a majority of all owners and entitled to vote, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the Bylaws of the Association shall affect the rights of the holder of any such mortgage recorded prior to the recording of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

(c) **Bylaws.** 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 recording of such instrument in the office of the Johnson Country Recorder, the same shall be effective against any persons owning an interest in a unit or the regime.

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

ARTICLE XIII

Expansion of Owners Association Membership

1. Declarant plans to construct buildings similar to or identical to the buildings being constructed as Little Creek Condominiums on land adjacent to or in close proximity to the land on which Little Creek Condominiums is located. Should any or all of this proposed subsequent construction under subsequent condominium regimes take place, the

declarant wishes to allow for a single owners association to govern Little Creek Condominiums and the several additional condominium regimes. Therefore, if additional condominium regimes are established by declarant as anticipated and as set forth above, said additional unit owners for each such building constructed will be added as members to the Little Creek Owners Association, with all of the rights and obligations as to their regime to be governed by the Little Creek Owners Association as set forth in this Declaration. The share of assessment for common expenses, as set forth in Article III shall be altered proportionately by the Owners Association as additional buildings are constructed. Termination of a condominium regime under Article XI shall in turn remove the unit owners of the terminated regime from association membership. This umbrella owners association is for ease of administration only and has no effect on the ownership interests in the various condominium regimes.

2. Declarant anticipates that a lake and jogging trail will become part of the common elements of a future condominium regime in close proximity to Little Creek Condominiums. In such event, all condominium unit owners who are members in the umbrella owners association referred to above shall proportionately share in the assessment for common expenses for the maintenance of said lake and jogging trail.

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

SMITH-MORELAND PROPERTIES

BY: John W. Moreland, Jr.
John W. Moreland Jr,
General Partner

BY: Kenneth R. Smith
Kenneth R. Smith,
General Partner

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 31 day of March, 1993, before me, the undersigned, a Notary Public in and for said County, in said State, personally appeared John W. Moreland Jr. and Kenneth R. Smith, to me personally known, who being by me duly sworn, did say that they are the partners of Smith-Moreland Properties, an Iowa General Partnership, and that the instrument was signed on behalf of the partnership by authority of the partners; and the partners acknowledge that the execution of this instrument to be the voluntary act and deed of the partnership by it and by them voluntarily executed.

MICHAEL W. KENNEDY
MY COMMISSION EXPIRES
March 1, 1995

Notary Public in and for the
State of Iowa.

R:36b0667.rst

Unit	Percentage Ownership in Common Elements and Pro Rata Share of Expenses	Votes in Association
802	12.50% (1/8th)	One
806	12.50% (1/8th)	One
810	12.50% (1/8th)	One
820	12.50% (1/8th)	One
824	12.50% (1/8th)	One
828	12.50% (1/8th)	One
830	12.50% (1/8th)	One
832	12.50% (1/8th)	One

All Units shall have 1,200 square feet of finished space on the main level, and 800 square feet on the lower level, exclusive of garages.

R:36bo668.rst

EXHIBIT "A"

DESCRIPTION OF LAND, UNITS AND OWNERSHIP

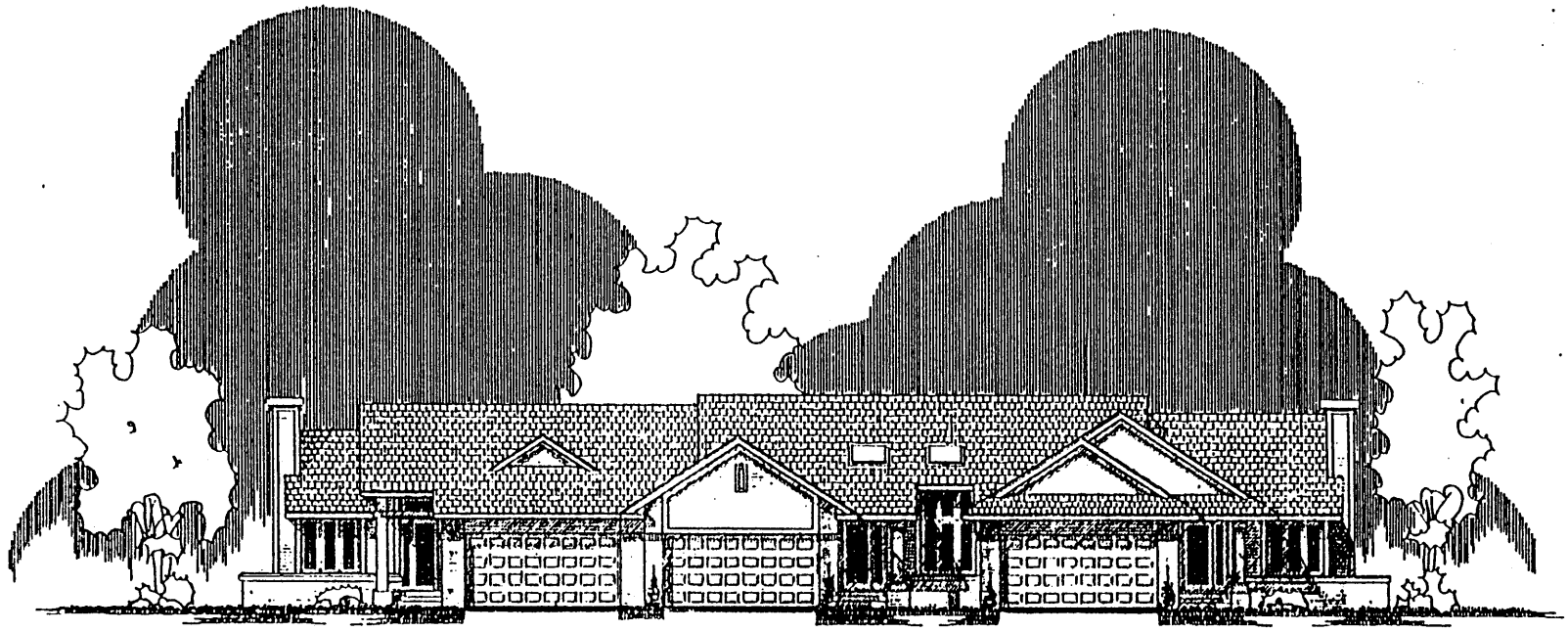
INTERESTS IN COMMON ELEMENTS

1. Description of Land. The real estate submitted to the Horizontal Property Regime is described as follows:

Lot 17, of West Side Park, Iowa City, Iowa, according to the plat thereof recorded in Book 24, Page 45, Plat Records of Johnson County, Iowa, excepting therefrom the Northerly 15.00 feet, of said Lot 17, and which resultant tract is more particularly described as follows:
Beginning at the Southwest Corner of Lot 17, of West Side Park, Iowa City, Iowa, as recorded in Plat Book 24, at Page 45, of the Records of the Johnson County Recorder's Office, Thence N00°00'00"E, a recorded bearing, along the West Line of Said Lot 17, 185.01 feet, to a point which is 15.00 feet, S00°00'00"W, of the Northwest Corner of said Lot 17; Thence N89°35'04"E, 300.01 feet, along a line parallel with and 15.00 feet southerly of the North Line of said Lot 17, to a point on the East Line of said Lot 17, which is 15.00 feet, S00°00'00"W, of the Northeast Corner thereof; Thence S00°00'00"W, along the East Line of said Lot 17, 185.01 feet, to the Southeast Corner thereof; Thence S89°35'04"W, along the South Line of said Lot 17, 300.01 feet, to the Point of Beginning.

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

EXHIBIT 6
PAGE 1

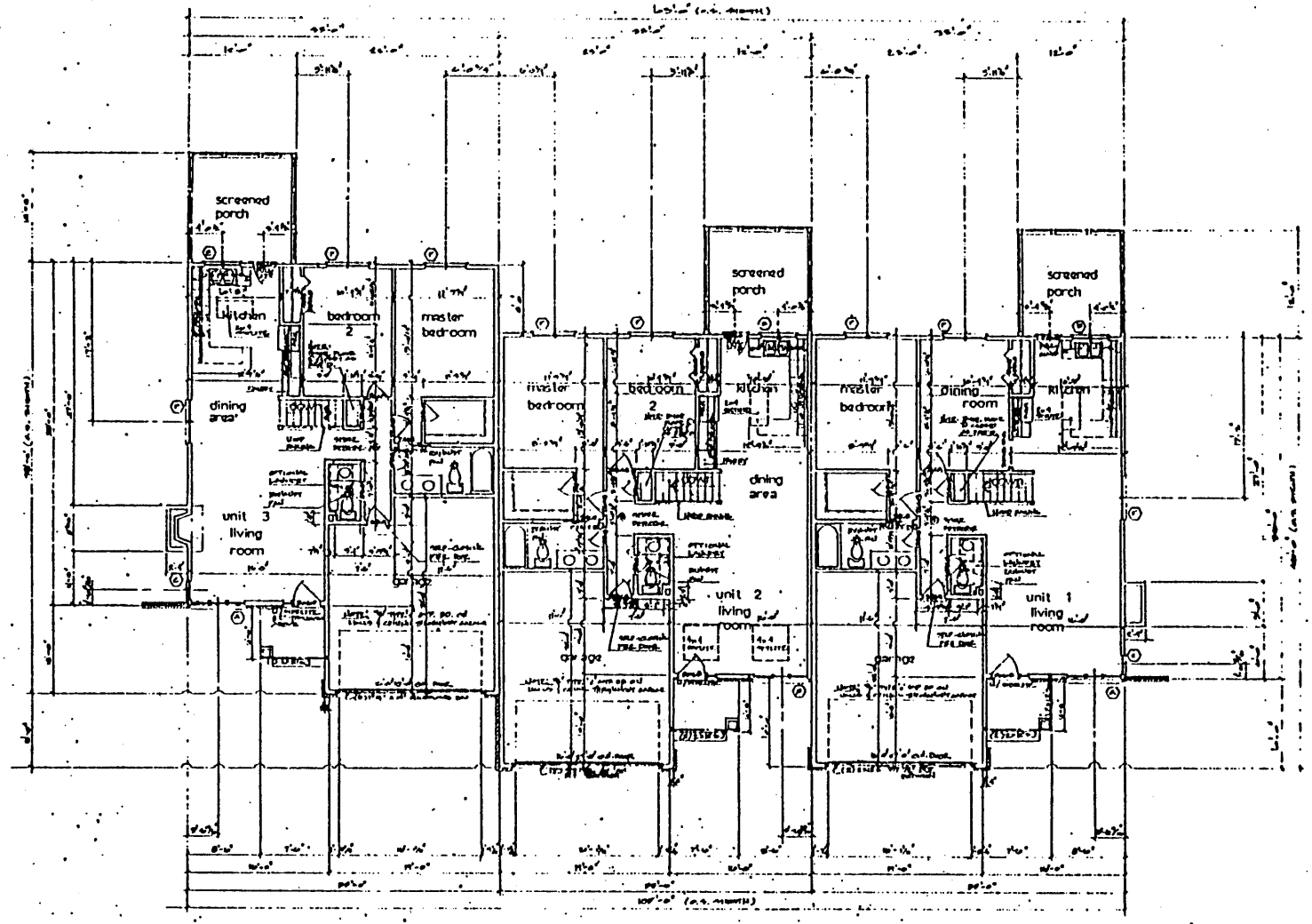


810 Westside Drive
Unit 3

806 Westside Drive
Unit 2

802 Westside Drive
Unit 1

Building 1
Little Creek Condominiums
Iowa City, Iowa

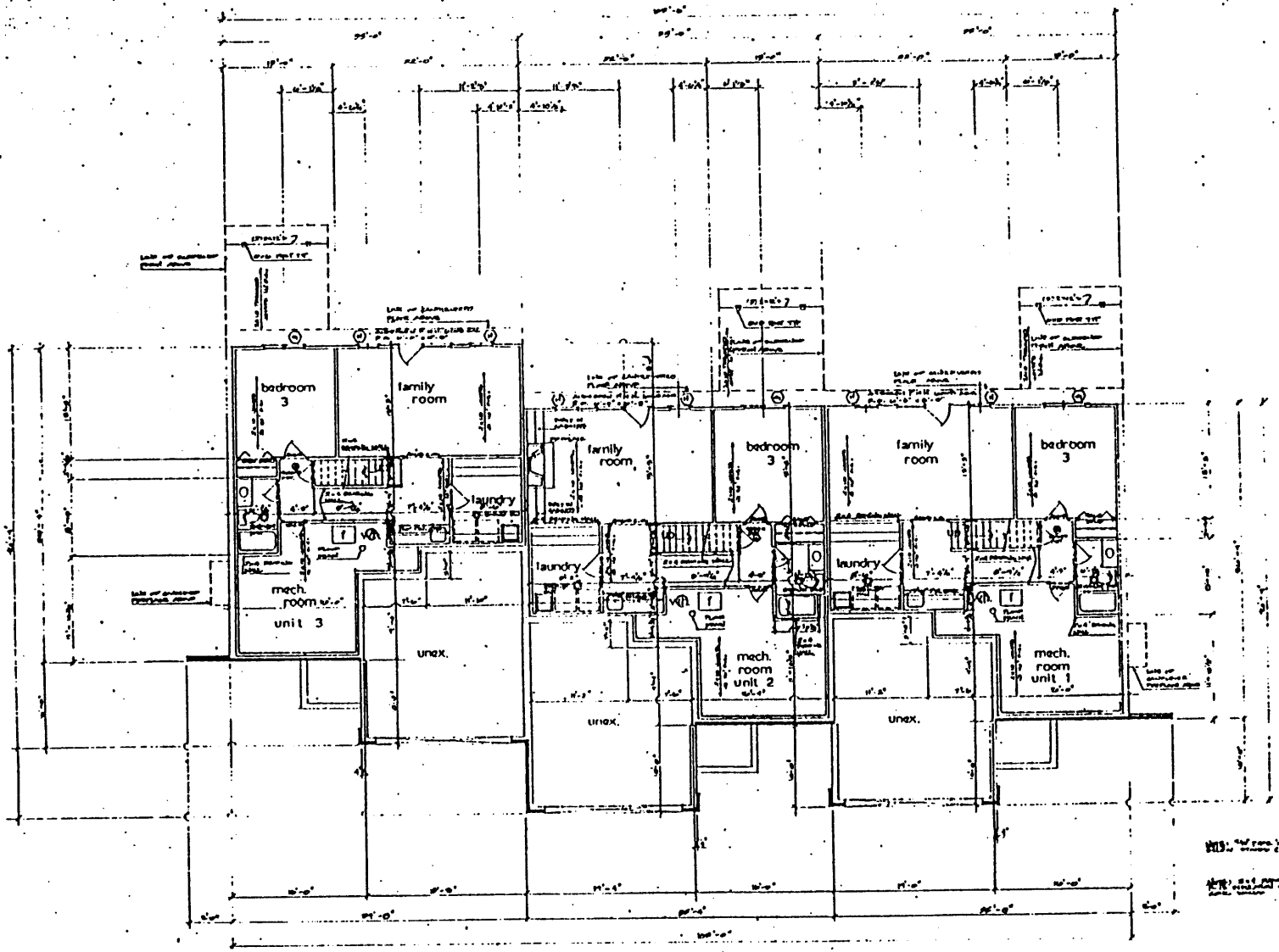


first floor plan

Building 1
Little Creek Condominiums
Iowa City, Iowa

A-2

EXHIBIT B
PAGE 2

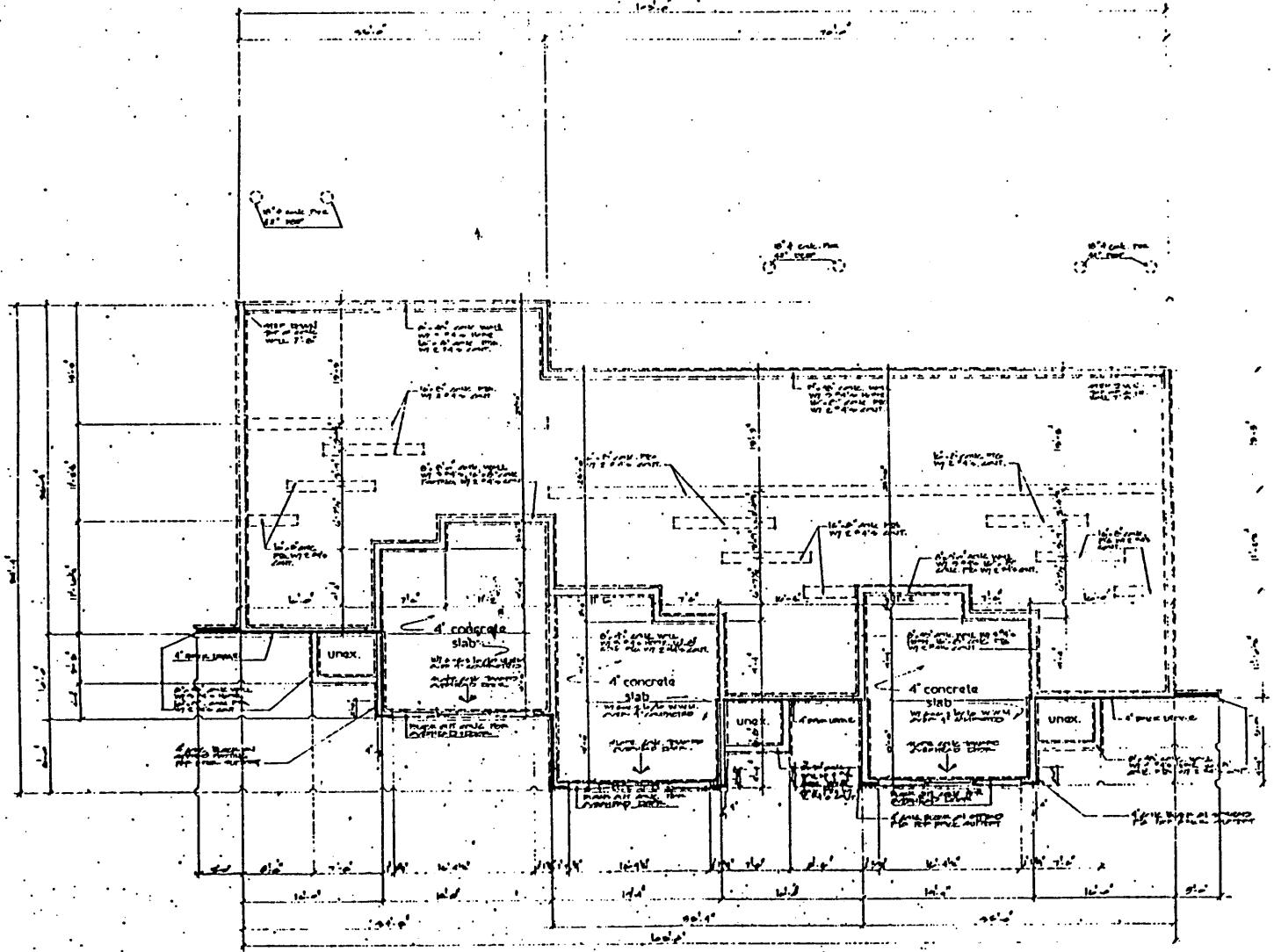


lower floor plan

Building 1
Little Creek Condominiums
Iowa City, Iowa

A-3

EXHIBIT 6
PAGE 3

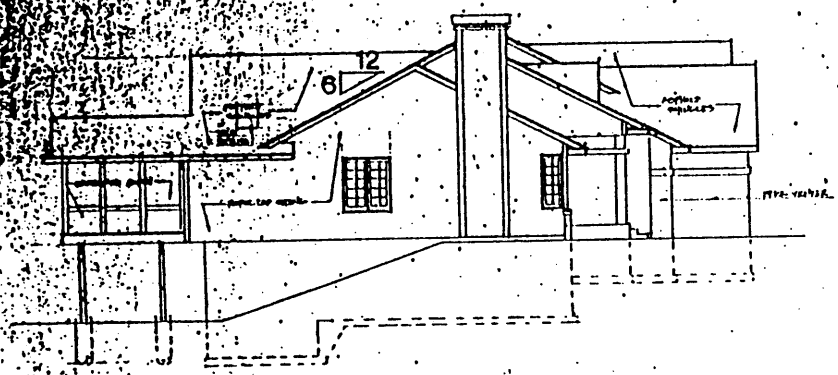


foundation plan

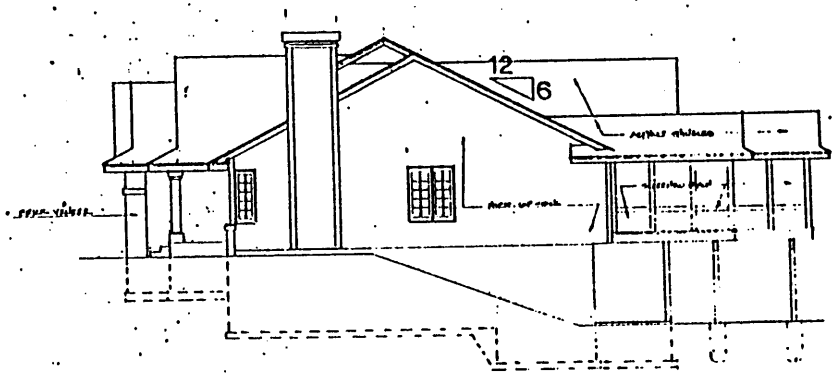
Building 1
Little Creek Condominiums
Iowa City, Iowa

A-4

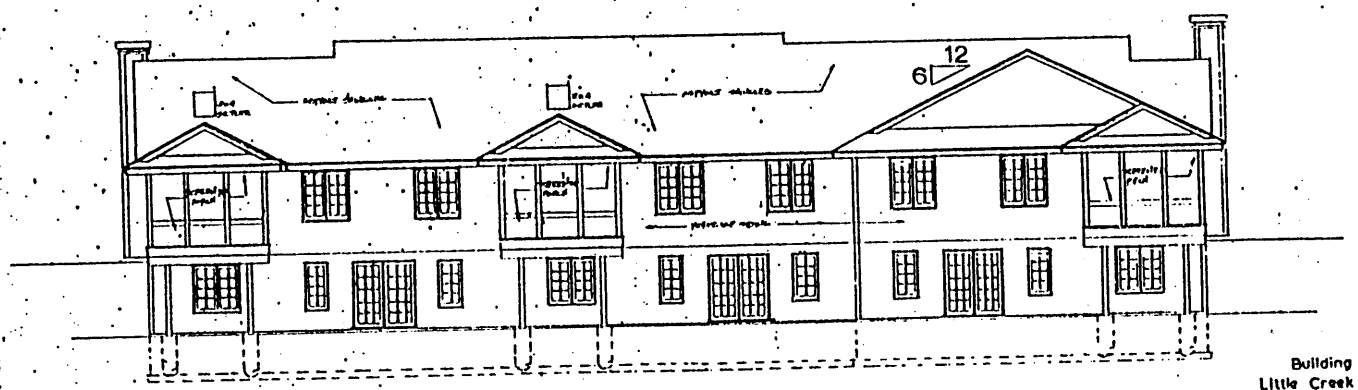
EXHIBIT 6
PAGE 4



left elevation



right elevation

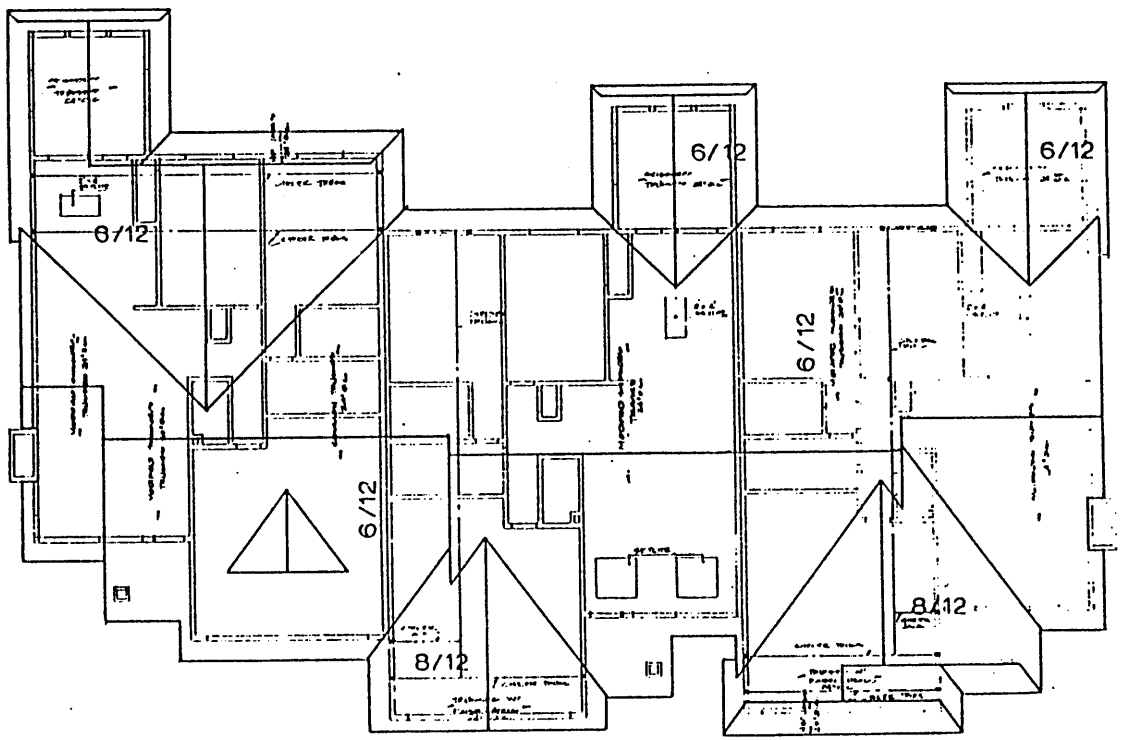


rear elevation

Building 1
Little Creek Condominiums
Iowa City, Iowa

A-5

EXHIBIT 6
PAGE 5

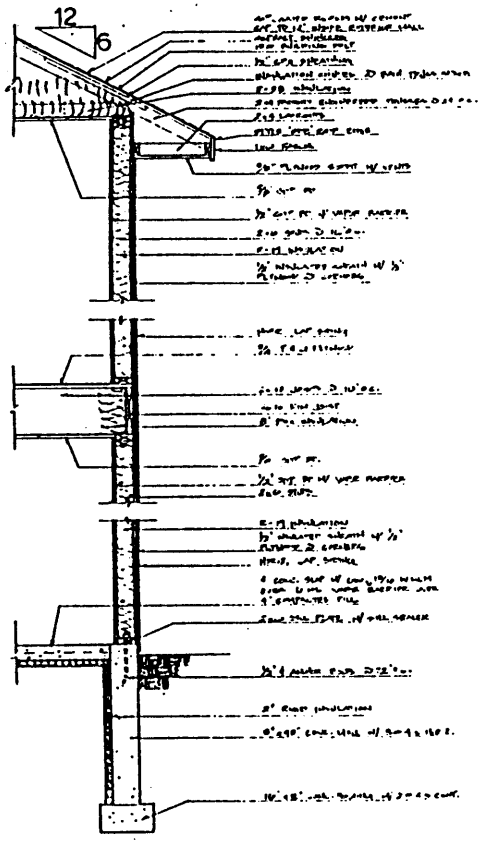


roof plan

Building 1
Little Creek Condominiums
Iowa City, Iowa

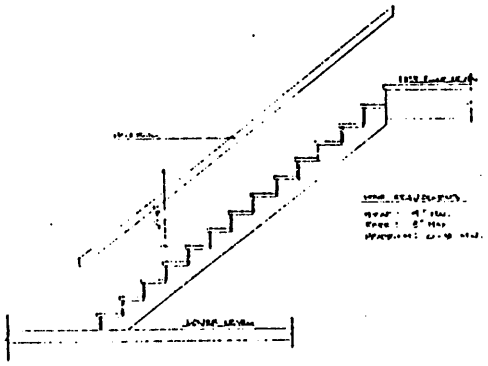
A - 6

EXHIBIT B
PAGE 16



typical wall section

window schedule				
mark	mfg no	type	rough opening	remarks
(a)				
(b)				
(c)				
(d)				
(e)				
(f)				
(g)				
(h)				



stair section

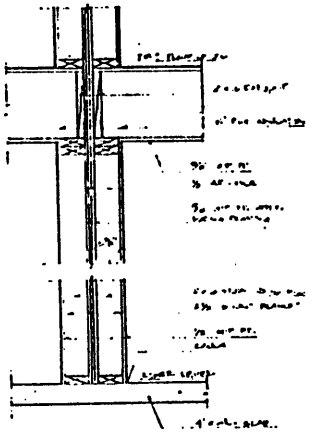
notes

framing notes:

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6. [illegible]

foundation notes:

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4. [illegible]
5. [illegible]
6. [illegible]
7. [illegible]
8. [illegible]



party wall detail

EXHIBIT B
PAGE 7

Building 1
Little Creek Condominiums
Iowa City, Iowa

A-7

EXHIBIT C
PAGE 1

EXHIBIT "D"

ARTICLES OF INCORPORATION

OF

LITTLE CREEK OWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation pursuant to the provision of the Iowa Nonprofit Corporation Act under Chapter 504A of the 1991 Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

Name and Principal Office

The corporation shall be known as Little Creek Owners Association and its principal offices shall be located in Iowa City, Johnson County, Iowa.

ARTICLE II

Corporate Existence

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

ARTICLE III

Purposes and Powers

(A) The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of that certain horizontal property regime (condominium) created and submitted pursuant to the provision of Chapter 499B of the 1991 Code of Iowa, as amended, known as Little Creek Owners Association and to be located on all or certain portions of real estate situated in Iowa City, Johnson County, Iowa.

The corporation shall have all powers and purposes granted or implied to a council of co-owners under the provision of Chapter 499B of the 1989 Code of Iowa, as amended, and as are granted or implied by the Declaration of Condominium establishing said condominium regime, and all of such powers shall likewise constitute lawful purposes of the corporation.

(B) The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation shall make no distribution of income to its members, directors or officers.

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

ARTICLE IV

Registered Office and Agent

The address of the initial registered office of the corporation is 1476 1st Avenue, Iowa City, Iowa and the name of its initial registered agent at such address is John W. Moreland Jr.

ARTICLE V

Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is two (2) and the names and addresses of the persons who are to serve as the initial directors are:

Name	Address
John W. Moreland Jr.	1476 1st Avenue Iowa City, IA 52245
Kenneth R. Smith	1476 1st Avenue Iowa City, IA 52245

The initial Board of Directors shall be subject to removal only by John W. Moreland Jr. and Kenneth R. Smith, 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.

ARTICLE VI

Bylaws

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

ARTICLE VII

Members and Voting

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

ARTICLE VIII

Distribution of Assets Upon Liquidation

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

ARTICLE IX

Amendment

Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the

Declaration of Condominium, including supplements and amendments thereto which submit lands and units to the regime, shall be void and of no force and effect.

ARTICLE X

Incorporator

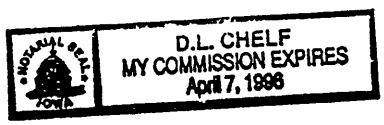
The name and address of the incorporator is Michael W. Kennedy, 920 South Dubuque Street, P.O. Box 2000, Iowa City, Iowa 52244.

DATED this 31st day of March, 1993.

Michael W. Kennedy
Incorporator

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 31st day of March, 1993, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Michael W. Kennedy, to me known to be the identical person named in and who executed the within and foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the
State of Iowa.

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EXHIBIT "E"

BYLAWS

OF

LITTLE CREEK OWNERS ASSOCIATION

These are the Bylaws of **LITTLE CREEK OWNERS ASSOCIATION** (hereinafter referred to as "Association") a corporation organized pursuant to Chapter 504A of the 1991 Code of Iowa, as amended, for the purpose of administering Little Creek Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 1991 Code of Iowa, as amended, located on the following-described real estate in Johnson County, Iowa:

Lot 17, of West Side Park, Iowa City, Iowa, according to the plat thereof recorded in Book 24, Page 45, Plat Records of Johnson County, Iowa, excepting therefrom the Northerly 15.00 feet, of said Lot 17, and which resultant tract is more particularly described as follows:
Beginning at the Southwest Corner of Lot 17, of West Side Park, Iowa City, Iowa, as recorded in Plat Book 24, at Page 45, of the Records of the Johnson County Recorder's Office, Thence N00°00'00"E, a recorded bearing, along the West Line of Said Lot 17, 185.01 feet, to a point which is 15.00 feet, S00°00'00"W, of the Northwest Corner of said Lot 17; Thence N89°35'04"E, 300.01 feet, along a line parallel with and 15.00 feet southerly of the North Line of said Lot 17, to a point on the East Line of said Lot 17, which is 15.00 feet, S00°00'00"W, of the Northeast Corner thereof; Thence S00°00'00"W, along the East Line of said Lot 17, 185.01 feet, to the Southeast Corner thereof; Thence S89°35'04"W, along the South Line of said Lot 17, 300.01 feet, to the Point of Beginning.

I. MEMBERS AND VOTING RIGHTS

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

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

3. If more than one person is the owner of the same unit, all such owners shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Board of Directors and such person shall be deemed to hold an ownership interest to such unit for purposes of voting and determining the representation of such ownership interest at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Board of Directors, such membership shall not be in good standing and the vote for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. The owners of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the 1991 Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. MEMBERS' MEETINGS

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

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

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

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

person named in the certificate filed with the Board of Directors in accordance with Paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto.

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

6. At any membership meeting, a person holding a member's proxy to vote shall be permitted to participate in such meeting and shall be permitted to cast such member's vote on all questions properly coming before such meeting, provided such proxy 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 which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be [illegible] not subject to appeal to the m

7. At all meetings, the [illegible] sist of the following:

A. Election of Chairman,
B. Calling roll and certi
C. Proof of notice of mee
D. Reading and disposal o
E. Reports of officers, i
F. Reports of committees,
G. Election of Directors,
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 two (2) Directors. The initial Board shall consist of such persons as the Declarant may appoint pursuant to the Declaration and need not be a member of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of members, the Board members shall be selected from the members of the Association, except as provided in Paragraph 2 below. An officer or designated agent of a partner member shall qualify to serve as a Director.

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

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

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

5. The initial Director shall be subject to removal only by the Declarant. Thereafter, a Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for

that purpose. The vacancy on the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

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

7. An 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. An organization meeting of the Association to elect successors to the initial Board of Directors of the Association shall be held not later than thirty (30) days following the sale of fifty percent (50%) of all the units in the regime.

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified and rescinded. Special meetings of the Directors may be called by the President, Vice President, or any two Directors provided not less than two days' notice 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 the Directors' meeting shall consist of two-thirds of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the entire Board of Directors, except where approval by a greater number of Directors is required by the Declaration or these Bylaws.

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

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

IV. POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

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

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

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

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

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

V. OFFICERS

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

specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

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

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

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

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

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

VI. FISCAL MANAGEMENT

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

accounting categories according to good accounting practices:

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

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

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

2. The Board of Directors shall assess against each unit and the owners thereof shall be liable for, a share of the items in the budget adopted pursuant to paragraph 1 equal to such unit's pro rata share of common expenses as set forth in the Declaration. Such share shall be assessed annually in advance for the fiscal year for which the budget was prepared and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in (12) equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given, the assessment will not change but the due date for each installment which would otherwise be due and payable, less than thirty (30) days from the giving of such notice, shall be due and payable on the due date of the first installment which is due not less than thirty (30) days from the date of such notice was mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments, therefore, may be amended at any time by the Board of Directors. Such amended budget may be adopted at a special directors meeting upon an affirmative vote of a majority of the directors. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

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

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

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

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

(a) Tax liens on the unit in favor of any assessing unit and special district, and

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

Said lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 of the Code of Iowa, as amended, in which event the owner shall be required to pay a reasonable rental for the unit. In the event the Association forecloses on any lien, the owner or owners of such unit, by their membership in this Association, specifically waive any rights to delay or prevent foreclosure which he or they may have against the Association by reason of the Homestead Exemption. The Association may sue for money judgment for unpaid assessments and interest or sums due without foreclosing or waiving any lien which it holds.

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

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

VII. AMENDMENTS

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of a majority of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws

shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, except if notice of the proposed amendment has been given, an amendment relative to the same subject may be adopted by those present, in person or by proxy and possession the requisite percentage of membership and voting interests, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of its interests not more than fifty (50) days nor less than thirty (30) days before the date such meeting will be held. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B.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 and employ a corporate seal.

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

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

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

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

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

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

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

IX. DEFINITIONS

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

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

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

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

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

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

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

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

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

R:36b0670.rst

EXHIBIT "F"

RULES AND REGULATIONS FOR LITTLE CREEK CONDOMINIUMS OWNERS ASSOCIATION

1. Automobiles and other vehicles may be parked only in garages, driveways, and other areas provided for that purpose, and shall not be parked in such a manner as to impede or prevent ready access through any interior street or to any entrance or exit from any building by another vehicle. The four extra spaces are intended for guest parking on a temporary basis not to exceed one week.

2. No radio, television antenna or dish, 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 Little Creek Condominiums Owners Association.

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

4. Unit Owners are reminded that alteration and repair of the Building is the responsibility of the Association, except for the interior of the Units. No work of any kind is to be done upon the exterior Building walls or upon the interior boundary walls without first obtaining the approval of the Association.

5. No Unit Owner shall make or permit any disturbing noises in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument of operate or permit to be operated a stereo or radio or television or other loudspeaker in such Owner's Unit between the hours of 10:00 P.M and the following 6:00 A.M., if the same shall disturb or annoy other occupants of the Building.

6. Each Unit Owner shall keep his or her Unit 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. Each unit owner will keep the areas immediately in front of and in back of his or her unit free and clear of all trash, papers and debris.

7. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective Units.

8. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a dog, cat or other household pet approved in writing by the Board of Directors of the Association, may be kept in a Unit, provided that it is not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors

of the Association is causing or creating a nuisance shall be permanently removed from the property upon three(3) days written notice from the Board of Directors of the Association. No unit shall house more than one pet, except as approved by the Board of Directors. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Any person keeping a dog or hosting a visiting dog shall make every effort to have said dogs eliminate in the backyards only. Further, no unleashed pets whatsoever shall be allowed upon the limited or general common elements.

9. 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.

10. These Rules and Regulations may be amended, modified or altered only as provided in the Bylaws of Little Creek Condominium Owners Association.

These Rules and Regulations may be amended, modified or altered only as provided in the Bylaws of Little Creek Condominiun Owners Association.

These Rules and Regulations have been approved by the Board of Directors of Little Creek Condominium Owners Association on the 31st day of March, 1993.

By John W. Moreland, Jr.
By Kenneth R. Smith

These Rules and Regulations have been amended on September 11, 2001, and on May 13, 2003, by affirmative vote of the members representing a majority of the units' votes in the Association.

By_____
Kristine Kwekkeboom, President

By _____
Wayne Johnson, Vice-President

By _____
Marlys Dunphy, Secretary/Treasurer

LITTLE CREEK CONDOMINIUM OWNERS' ASSOCIATION

OPERATING POLICIES

Adopted at Owners' Meeting May 8, 2001
(with informational updates added July 19, 2001)

Explanation

The term "Operating Policies" refers to procedures that generally have been agreed upon by the members but have not been incorporated into the Association Bylaws. Thus these policies could be modified at any meeting of the members after discussion, agreement, and consideration of financial implications.

These policies should be used together with the official "Rules and Regulations" of the Association in Exhibit F of the Little Creek Owners' Association Bylaws. The official rules in Exhibit F can only be changed by amending the Bylaws by majority vote of the members at a regular or special meeting, with notice of the proposed change in the meeting announcement.

Policies

1. Meetings

Unit owners' meetings: three times per year in January, May, and September. All owners are encouraged to attend or send a proxy so they can have input into Association decisions.

Board meetings: as needed between owners' meetings. The President, Vice-president, and Secretary/Treasurer constitute the Board of Directors.

2. Outside watering of landscaping elements

The Association has not chosen to maintain or pay for a separate water meter for the purpose of watering commonly-owned outside landscaping. Each owner is responsible for watering lawn, shrubs, or trees in the immediate area of his/her unit as required to prevent the plants from dying.

No provision has been made for watering the lawns, shrubs, or trees outside the immediate area around each unit. Presumably, if any of these die the Association will be responsible for replacing them.

7. Mailboxes

Unit owners are responsible for replacement of lost keys for their own individual mailboxes.

Our management firm keeps backup copies of the keys for the two common-use oversize parcel mailboxes. The keys for these are to remain permanently in the locks of the two boxes except when the Postal Carrier places one in a unit-owner's box as notification of oversize mail delivery. As soon as the oversize parcel is retrieved, the key is to be replaced in the lock and left there for next use. If a unit owner loses or breaks one of these keys, he/she is responsible for replacing it.

The mailbox unit is exposed to the weather. It is suggested that WD-40 be squirted into the locks, especially just before winter, as needed to prevent rusting and freezing.

8. Snow removal

The Association manages and pays for removal of snow from the streets within the grounds, the driveways and the walkways to individual units, around the mailboxes, around the dumpster, and along the public sidewalks on Westside Drive. By City ordinance, this service must be performed at least within 24 hours after snow stops falling. Exact timing of snow removal is subject to changes depending on factors such as size of snowfall, contractor workload, or terms of the current year's contract.

If unit owners desire to remove snow from back patio slabs, or desire removal service more frequent than that for which the Association has contracted, it will be at their own expense.

9. Exterior repairs

Exterior repairs are the responsibility of the Association. At present, there is a $100 per month budget for such repairs. Unit owners who note the need for an exterior repair to their unit may report it directly to Kendal, the maintenance supervisor for Westwinds Management. He will estimate costs. If under $100 he will make the repair. If over $100, he will refer it to the Board for a decision.

Kendal is also available to make interior repairs at unit owners' expense.

10. Relations with contractors

It is the responsibility of the Board and management firm to hire and supervise all contractors. If any unit owner has a suggestion, criticism or problem with the work of a contractor, he/she must direct it to a Board member who will see that it is acted upon. Your feedback is encouraged. UNIT OWNERS ARE REQUESTED NOT TO GIVE INDIVIDUAL INSTRUCTIONS TO CONTRACTORS TO AVOID CONFUSION RESULTING FROM CONFLICTING MESSAGES.

15. Contacts

Board members this year (2001) are: President: Carol Spaziani, 806 Westside Dr., 338-6140, cspaziani@iowacity.net; Vice-president: Paul Juhl, 832 Westside Dr., 354-9356, Lhujpc@aol.com; Secretary/Treasurer: Marlys Dunphy, 810 Westside Dr., 351-5883, marlyskd@aol.com

Our management firm: Westwinds Management, 515 Kirkwood Ave., 354-3792, westwindst@aol.com. Our contact person there is Wendell Miller, westwindsw@aol.com. For after-hours emergencies only, pager 356-5537.

To: Little Creek Condominium Owners
From: Carol Spaziani, Interim President
Date: Sept. 21, 1999, Revised and updated Sept. 16, 2001

SUBJECT: PROCEDURES FOR ITEMS TOO LARGE TO FIT INTO DUMPSTER

I recently had occasion to dispose of some large items which would not fit into the dumpster and discovered the following information which may be of use to you all. It seems fair that any surcharges over and above our standard $25 per month which result from hauling large items should be paid for by the person originating those charges. So, unless you all prefer to have the costs paid by the Association, let's use the following procedures:

1. Our trash removal firm is HAWKEYE WASTE SYSTEMS, POB 5008, Coralville, IA 52241, Phone: 351-5932.

2. When you place items in the dumpster area that are too large to fit into the dumpster, call Hawkeye Waste Systems, describe the items, and ask them if there will be extra charges to haul them away. (They assure me that they usually will pick up things like cardboard boxes, yard wastes, etc., for no extra charge. For items like old upholstered furniture, refrigerators, etc., there will be a charge of $15 to cover Landfill fees. If you discover that there will be extra charges, please call Wendell Miller at Westwinds Property Management, 354-3792, and tell him the amount of extra charges to expect and request that he bill the extra charges back to you.

3. Toxic wastes such as paint, motor oil, kitchen cleaners, batteries, etc., cannot be placed in the dumpster. The City of Iowa City now offers a permanent Household Hazardous Waste Collection Facility at the Landfill.. Toxic wastes may be taken there by appointment. Call 356-5185, Mon-Fri 7 AM-4:30 PM.

4. Hawkeye Waste Systems will include your surcharges with the Association's $25 per month bill and send it to Westwinds Property Management for payment.

5. Westwinds will then bill the surcharges back to you.

IF YOU WISH TO EXPLORE SOURCES FOR RECYCLING GOOD USED FURNITURE, HERE ARE SOME IDEAS. It's a good idea to call ahead to see what they will take and if they can pick up.

GOODWILL INDUSTRIES, 337-4158 (Resale to benefit persons with disabilities)

THE FURNITURE PROJECT, 354-9331 (Startup help to formerly homeless families)

HOUSEWORKS, 1800 Stevens Dr., 338-4357 (Consignment store -- no pickup)

Newspapers, glass, cardboard, Numbers 1 and 2 plastic, magazines, phone books, and office paper including junk mail, can be taken to City Carton, 3 East Benton St. and placed into their separation bins for recycling. This, of course, is voluntary at the present time, but does save space in the dumpster and may be required in the future.

Varsity Cleaners, 910 S. Gilbert, will take wire clothes hangers for re-use.

To: Little Creek Condominium Owners
From: Carol Spaziani, Interim President
Date: Sept. 21, 1999

SUBJECT: PROCEDURES FOR ITEMS TOO LARGE TO FIT INTO DUMPSTER

I recently had occasion to dispose of some large items which would not fit into the dumpster and discovered the following information which may be of use to you all. It seems fair that any surcharges over and above our standard $90 per month which result from hauling large items should be paid for by the person originating those charges. So, unless you all prefer to have the costs paid by the Association, let's use the following procedures:

1. Our trash removal firm is HAWKEYE WASTE SYSTEMS, POB 5008, Coralville, IA 52241, Phone: 351-5932.

2. When you place items in the dumpster area that are too large to fit into the dumpster, call Hawkeye Waste Systems, describe the items, and ask them if there will be extra charges to haul them away. (They assure me that they usually will pick up things like cardboard boxes, yard wastes, etc., for no extra charge. For items like old upholstered furniture, refrigerators, etc., there will be a charge of $15 to cover Landfill fees. Toxic wastes such as paint, batteries, motor oil, pesticides, etc. must not be placed in the dumpster; instead, save them and recycle them during advertised City Toxic Waste Disposal Days.)

3. If you discover that there will be extra charges, please call Westwinds Property Management's accountant, ~~Everlene Talbert~~, 354-3792, and tell her the amount of extra charges to expect and request that she bill the extra charges back to you..

4. Hawkeye Waste Systems will include your surcharges with the Association's $90 per month bill and send it to Westwinds Property Management for payment.

5. Everlene will then bill the surcharges back to you.

IF YOU WISH TO EXPLORE SOURCES FOR RECYCLING GOOD USED FURNITURE, HERE ARE SOME IDEAS. It's a good idea to call ahead to see what they will take and if they can pick up.

GOODWILL INDUSTRIES, 337-4158 (Resale to benefit persons with disabilities)

THE FURNITURE PROJECT, 354-9331 (Startup help to formerly homeless families)

HOUSEWORKS, 609 Hollywood Blvd., 338-4357 (Consignment store -- no pickup)

Newspapers, glass, cardboard, Numbers 1 and 2 plastic, magazines, phone books, and office paper including junk mail, can be taken to City Carton, 3 East Benton St. and placed into their separation bins for recycling. This, of course, is voluntary at the present time, but does save space in the dumpster and may be required in the future.

Varsity Cleaners, 910 S. Gilbert, will take wire clothes hangers for re-use.

EXHIBIT "F"

RULES AND REGULATIONS FOR

LITTLE CREEK CONDOMINIUMS OWNERS ASSOCIATION

1. Automobiles 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.

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 Little Creek Condominiums Owners Association.

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

4. Unit Owners are reminded that alteration and repair of the Building is the responsibility of the Association, except for the interior of the Units. No work of any kind is to be done upon the exterior Building walls or upon the interior boundary walls without first obtaining the approval of the Association.

5. No Unit Owner shall make or permit any disturbing noises in the Building, or do or permit anything to be done therein which will interfere with the rights, comforts, or conveniences of other Unit Owners. No Unit Owner shall play upon or suffer to be played upon any musical instrument or operate or permit to be operated a phonograph or radio or television or other loudspeaker in such Owners' Unit between the hours of 10:00 p.m. and the following 6:00 a.m., if the same shall disturb or annoy other occupants of the Building.

6. Each Unit Owner shall keep his or her Unit 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. Each unit owner will keep the areas immediately in front of and in back of his or her unit free and clear of all trash, papers and debris.

7. Unit Owners shall not cause or permit any unusual or objectionable noises or odors to be produced upon or to emanate from their respective Units.

8. No animals or reptiles of any kind shall be raised, bred, or kept in any Unit or in the Common Elements, except that a dog, cat or other household pet approved in writing by the Board of Directors of the Association, may be kept in a Unit, provided that it is not kept, bred or maintained for any commercial purpose; and provided further that any such pet which in the opinion of the Board of Directors of the Association is causing or creating a nuisance shall be permanently removed from the property upon three (3) days written notice from the Board of Directors of the Association. No unit shall house more than one pet, except as approved by the Board of Directors. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the limited or general common elements.

9. 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.

10. These Rules and Regulations may be amended, modified or altered only as provided in the Bylaws of Little Creek Condominium Owners Association.

These Rules and Regulations have been approved by the Board of Directors of Little Creek Condominium Owners Association on the 31st day of March, 1993.

By John W. Moreland, Jr.
John W. Moreland

By Kenneth R. Smith
Kenneth R. Smith

ATTEST:

Michael W. Kennedy

r:36bo671.rst

EXHIBIT "G"

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

I, Christopher Stephan, being first duly sworn on oath do depose and state that I a Professional Engineer authorized and licensed to practice my profession in the State of Iowa. I do further depose and state that I have examined the building plans for Building One (Units 802, 806 and 810) and the same diagrammatically represent, insofar as reasonably possible by use of non-destructive measurement techniques, the Building (One) and common elements that the Declarant has in fact, constructed on the real estate described in the Declaration.

Christopher Stephan
Iowa Reg. No. 7059

Subscribed and sworn to before me by the said Christopher Stephan, on this 30TH day of MARCH, 1993.

ELIZABETH M. HERMAN
MY COMMISSION EXPIRES
March 2, 1996

Elizabeth M. Herman
Notary Public in and for the
State of Iowa.

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JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

FIFTH AMENDMENT TO DECLARATION OF CONDOMINIUM FOR LITTLE CREEK CONDOMINIUMS

Little Creek Owners Association, a corporation organized for the purpose of administering Little Creek Condominiums, a horizontal property regime, hereby amends the Declaration of Condominium as follows:

1. Article V subparagraph 2(a) is amended to add the following sentence at the end thereof:

> "The front screen/storm doors and back porch window/screen combinations located in a particular unit are not part of the common elements of the condominium regime, and shall be maintained, improved or altered at the expense of the unit owner."

2. Article VIII subparagraph 3(a) shall be amended to add the following additional sentence at the end thereof:

> "Each unit owner shall maintain at his or her expense any improvement or alteration, interior or exterior, made by the unit owner or by any previous owner of his or her unit pertaining to the front screen/storm doors and back porch window/screen combinations originally installed as optional items at the unit owner's expense."

3. Exhibit F, paragraph 4, is amended to add the following additional sentence at the end thereof:

> "However, each unit owner shall maintain at his or her expense any improvement or alteration, interior or exterior, made by him or her or by any previous owner of his or her unit pertaining to the front screen/storm doors and back porch window/screen combinations originally installed as optional items at the owner's expense."

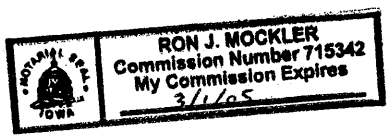
DATED this 23 day of January, 2003.

LITTLE CREEK CONDOMINIUMS
OWNERS ASSOCIATION

By: Kristine Kwekkeboom
Kristine Kwekkeboom, President

STATE OF IOWA)
)
JOHNSON COUNTY)

On this 23rd day of January, 2003, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kristine Kwekkeboom, to me personally known, who being by me duly sworn did say that he/she is the president of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that [redacted] Kristine Kwekkeboom as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



Notary Public in and for the
State of Iowa

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