#2005-5539 RECORDING FEE $137.00

DOC. NO. 05-5539
BOOK 19 PAGE 77
FILED FOR RECORD
#27
2005 DEC 16 PM 12:36
COUNTY RECORDER
WASHINGTON CO., IA. SS.
FEE $ 137.00 Plat

Prepared by: Craig N. Willis, P.O. Box 143, Iowa City, IA, 52244 (319) 337-9621
Return to: Craig N. Willis, P.O. Box 143, Iowa City, IA, 52244 (319) 337-9621

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR BLUE RIDGE ESTATES

This Declaration of Submission of Property to the Horizontal Property Regime is made and executed in Kalona, Iowa, this 2nd day of December, 2005, by the undersigned, hereafter referred to as "Declarants," pursuant to the provisions of the Horizontal Property Act, Chapter 499B, 1999 Code Iowa.

WHEREAS, Declarants are the owners of the following described real estate: the real estate described immediately below, and

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

WHEREAS, by the execution and recordation of this Declaration, Declarants do hereby submit the above-described real estate and improvements constructed or to be constructed thereon to a horizontal property regime, pursuant to the provisions of Chapter 499B, 1999 Code of Iowa.

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

ARTICLE I. DESCRIPTION OF LAND, BUILDINGS, AND UNITS

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

Auditor Parcel P, and Auditor Parcel O of the northwest fractional quarter of the southwest fractional quarter of Section 19, Township 77 North, Range 7 West of the 5th P. M., according to the Plat Recorded in Book 18, Page 273 in the office of the Washington County Recorder; Excepting therefrom Lot 1 of said Auditor Parcel P and Lot 1 of said Auditor Parcel O, according to the plat recorded in Book 19, Page 45, in the office of the Washington County Recorder

B. Description of Buildings. The building will consist of four separate free-standing structures, each containing two units, which buildings will be constructed to the specifications that are attached to this Declaration as Exhibit "F".

C. Description of Dwelling Units. Attached hereto and made a part hereof, marked Exhibit "A", is a list of all units in the buildings, their

unit designations, approximate areas, fractional interest of each unit in the common elements, and number of votes per unit in the Association. Attached hereto and made a part hereof, marked Exhibit "B", is a survey showing the location of the building, and the common elements to which each unit within the buildings has immediate access. Attached hereto and made a part hereof, marked Exhibit "C", are the floor plans for each building and for each unit within each building.

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

ARTICLE II. OWNERSHIP INTERESTS

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

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

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

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

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

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

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

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

1. For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;

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

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

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

ARTICLE III. GENERAL COMMON ELEMENTS

Blue Ridge Estates consist of units that are private property, individually owned by the owners thereof. Blue Ridge Estates consists also of common property or "common elements" which property is owned in common by the owners of the various units. The general common elements are described and defined as follows:

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

A. The land on which the building is located;

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

C. Installations for public utilities, including electric, cable TV, gas, water, and sewer, for common use;

D. Recreational greens plantings, private driveways, paths, private sidewalks, and outside lighting systems;

E. The regime sign and mailboxes;

F. The common drain lines for the effluent discharge of the septic units.

ARTICLE IV. LIMITED COMMON ELEMENTS

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

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

A. All nonload-bearing walls and partitions separating units from other units, doors, and windows of specific units.

B. Septic equipment serving only one building will be a limited common element for the building which it serves.

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

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

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

ARTICLE V. DECLARANTS' RESERVED RIGHTS

Declarants are irrevocably and perpetually empowered, notwithstanding any restriction or provision hereof to the contrary, to sell, 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 condominium property, to use common elements (general and limited), and to show units. All signs and all items and equipment pertaining to sales or rentals or construction and any unit furnished by the Declarants for sales purpose shall not be considered common elements and shall remain Declarants' separate property. Declarants retain the right to be and remain the owner of completed but unsold units under the same terms and conditions as other owners, including membership in the Association. Declarants expressly reserve perpetual easements for ingress, egress, and utility purposes across and under the land submitted to the condominium regime.

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

A. The operation of the condominium shall be by a nonprofit corporation organized and existing under Chapter 504A, Code of Iowa (1999). The name of the Association shall be Blue Ridge Estates Owners Association, and the term "Association" as used throughout this Declaration refers to Blue Ridge Estates Owners Association. The Articles of Incorporation and the Bylaws are attached hereto and marked Exhibits "D" and "E". Whenever a vote or other action of

unit owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or the Council of Co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

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

C. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-owners and the owners as a group, by Chapter 504A and 499B of the 1991 Code of Iowa as amended, and such as are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on units thereof, and the right to acquire a unit at foreclosure sale and to hold, lease, mortgage or convey the same. Each owner hereby waives any rights to delay or prevent such foreclosure by the Association which he may have by reason of a homestead exemption.

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

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

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

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

Declarants shall have the right to name all members of the Board of Directors of Blue Ridge Estates Owners Association until the first annual members' meeting of said Association which shall be held as provided for in the Bylaws. Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.

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

I. The Association shall not be liable for any injury or damage to property whatsoever unless caused by the gross negligence of the Association.

No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements of the common elements or from any action taken to comply with any law, ordinance or orders of a governmental authority.

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

K. 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

Christopher Reeves, 2319 Akelana Dr., Kalona, Iowa 52247.

ARTICLE VII. MAINTENANCE BY ASSOCIATION

A. Maintenance Assessments.

1. The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense except where maintenance has been specifically made the responsibility of an individual unit. The Association shall bear the expense of pumping the septic system at least every three years.

2. The Association shall repair incidental damage to the common elements and shall assess the cost thereof as a common expense. The Association shall have an easement for ingress and egress for the purposes of maintenance, repair, and replacement of common elements.

3. Whenever in the judgment of the Board of Directors of the Association the common elements shall require additions, alterations, or improvements costing in the excess of $1,000.00, said additions, alterations, or improvements shall be approved by a majority of the unit owners. Upon said approval, the Board of Directors shall assess all unit owners for the cost of said common expense. Any additions, alterations, or improvements costing $1,000.00 or less may be made by the Board of Directors without approval of the unit owners. The cost thereof shall be assessed to all unit owners for said common expense.

B. Share of Assessment. Each unit shall be assessed and shall be responsible for 1/8th of the common assessment levied. Failure to pay the assessment for common expenditures shall result in a lien against the unit failing to pay the common assessment, and shall be deemed to run with title to the unit.

C. Covenant Running With the Land. This maintenance arrangement shall be recorded in the office of the Washington County Recorder. The obligations and burdens established hereunder shall run with the land and shall bind all

owners of units of Blue Ridge Estates, their grantees, heirs, assigns, and other successors in interest.

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

ARTICLE VIII. MAINTENANCE BY OWNER

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

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

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

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

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

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

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

ARTICLE IX. INSURANCE

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

B. Fire and other hazard insurance shall be purchased by the Board of Directors as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominium association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association and Declarants, so long as Declarants are the owners of any of the units in this project. The Declarants shall notify the insurance carrier of any change in ownership of a unit until such time as the Declarants shall no longer own 30% 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.

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

including, but not limited to, allowances for light fixtures, carpet, appliances, bathroom fixture and cabinets.

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

1. The personalty of the unit owners, such as furniture and clothing;

2. The incremental additional value of the add-ons or increases to the basic allowances listed in the construction specifications and construction/purchase contract;

3. Improvements or betterments to the unit made after construction, such as upgraded carpet, different wall covering, or enclosure of deck or patio.

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

D. In the event of a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the Bylaws of Blue Ridge Estates Owners Association, shall be used for such purpose, subject to the rights of first mortgagees whose interest may be protected by said policies. In the event that the amount available from the proceeds from such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, an emergency assessment may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of seventy percent (70%) of the total number of votes outstanding and entitled to be cast. In the event of a determination not to replace or restore the improvements on the condominium property, the entire condominium property shall be deemed owned in common by the apartment owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code of Iowa as now provided or hereinafter amended and in effect at such time. In the event any excess insurance proceeds are remaining, the Board shall retain such sums in the general funds of the Association. Notwithstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of first mortgagees.

E. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall contain the same number of units, and be substantially in accordance with the plans and specifications of original construction, as available from the Exhibits hereto attached and plans on file with the office of the County Recorder, Washington

County, Iowa, and the fractional interest and other appurtenances to each unit after such repair, rebuilding restoration or reconstruction shall be the same as before.

ARTICLE X. MORTGAGEE PROTECTION

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

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

ARTICLE XI. TERMINATION

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

1. Destruction. In the event it is determined in the manner elsewhere provided that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa (1999).

2. Agreement. The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa (1999). It shall be the duty of every unit owner and his respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the project when at a meeting duly convened of the Association, the owners of 100% of the voting power and all record owners of mortgages upon units in the Regime elect to terminate and/or sell the project.

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

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

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

2. The undivided interest in the property owned in common which shall appertain to each unit owner shall be the fractional interest previously owned by such owner in the common elements;

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

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

ARTICLE XII. AMENDMENTS

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

A. The provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification, or rescission and duly adopted by the affirmative vote of not less than two-thirds of the unit owners or by an instrument in writing setting forth such amendment, modification, or rescission and signed by not less than three-fourths of the unit owners and duly acknowledged before a notary public.

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

C. Any amendment adopted shall be recorded in the office of the Washington County Recorder.

ARTICLE XIII. MISCELLANEOUS

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

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

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

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

Rich and Reeves, LLC

Stephen D. Rich

Stephen Rich

Christopher Reeves

STATE OF IOWA)
)
COUNTY OF WASHINGTON) SS:

On this 1st day of December, 2005 before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Stephen Rich and Christopher Reeves, as Managers of Rich and Reeves, LLC, to me known to be the identical persons named in and who executed the foregoing instrument, and

acknowledged that they executed the same by authority of the limited liability company as their voluntary act and deed and the voluntary act and deed of the Limited Liability Company.

Molly A. Reeves
Notary Public in and for the State of Iowa
My commission expires: May 18, 2007

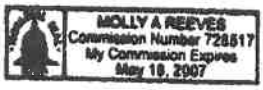


EXHIBIT "A"

DECLARATION OF CONDOMINIUM
FOR
BLUE RIDGE ESTATES

Unit	Interest in Common Elements	Number of Votes
1	One eighth	One
2	One eighth	One
3	One eighth	One
4	One eighth	One
5	One eighth	One
6	One eighth	One
7	One eighth	One
8	One eighth	One

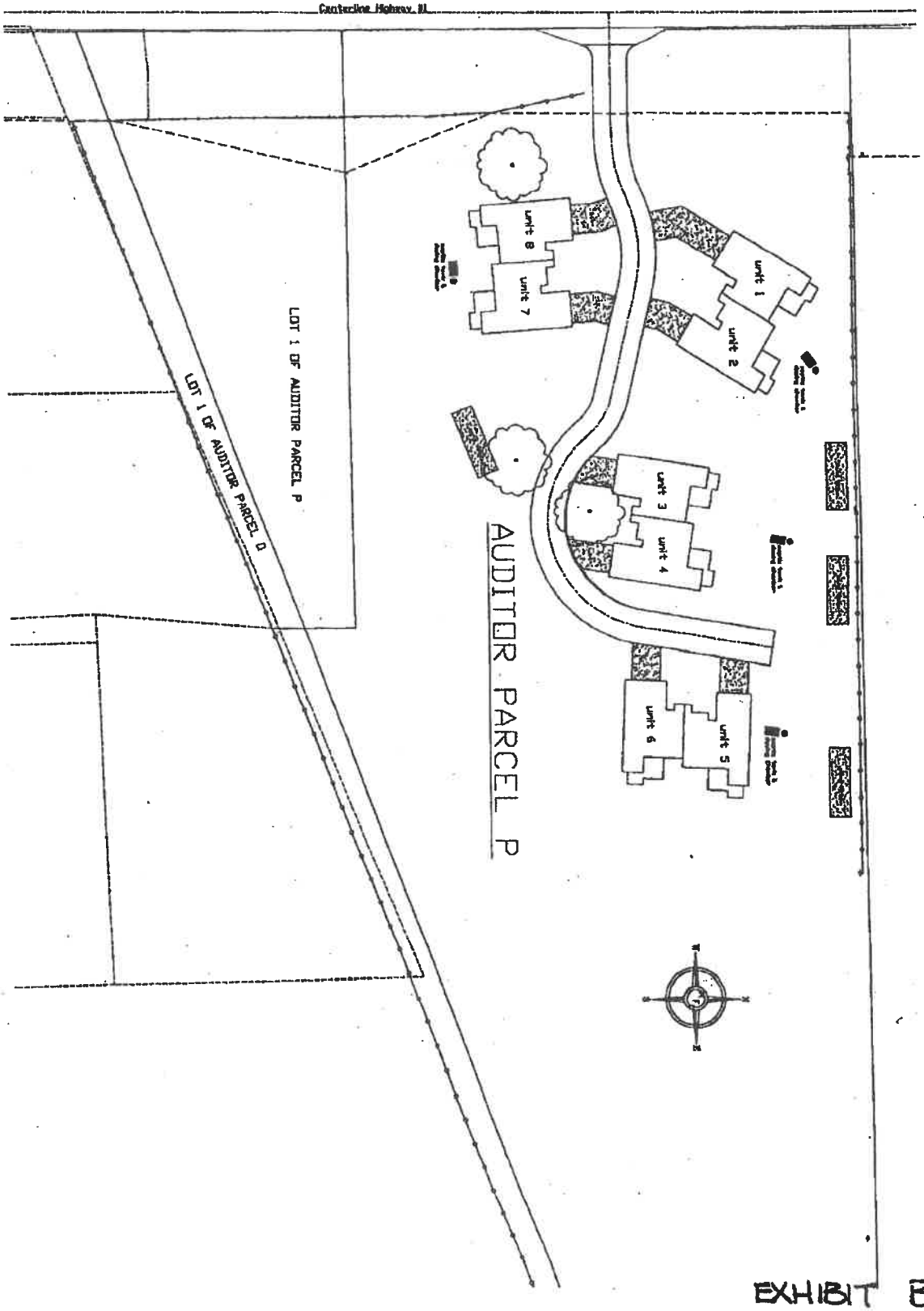

Centerline Highway 61
LOT 1 OF AUDITOR PARCEL P
LOT 1 OF AUDITOR PARCEL O
AUDITOR PARCEL P
unit 8
unit 7
unit 1
unit 2
unit 3
unit 4
unit 6
unit 5

EXHIBIT B

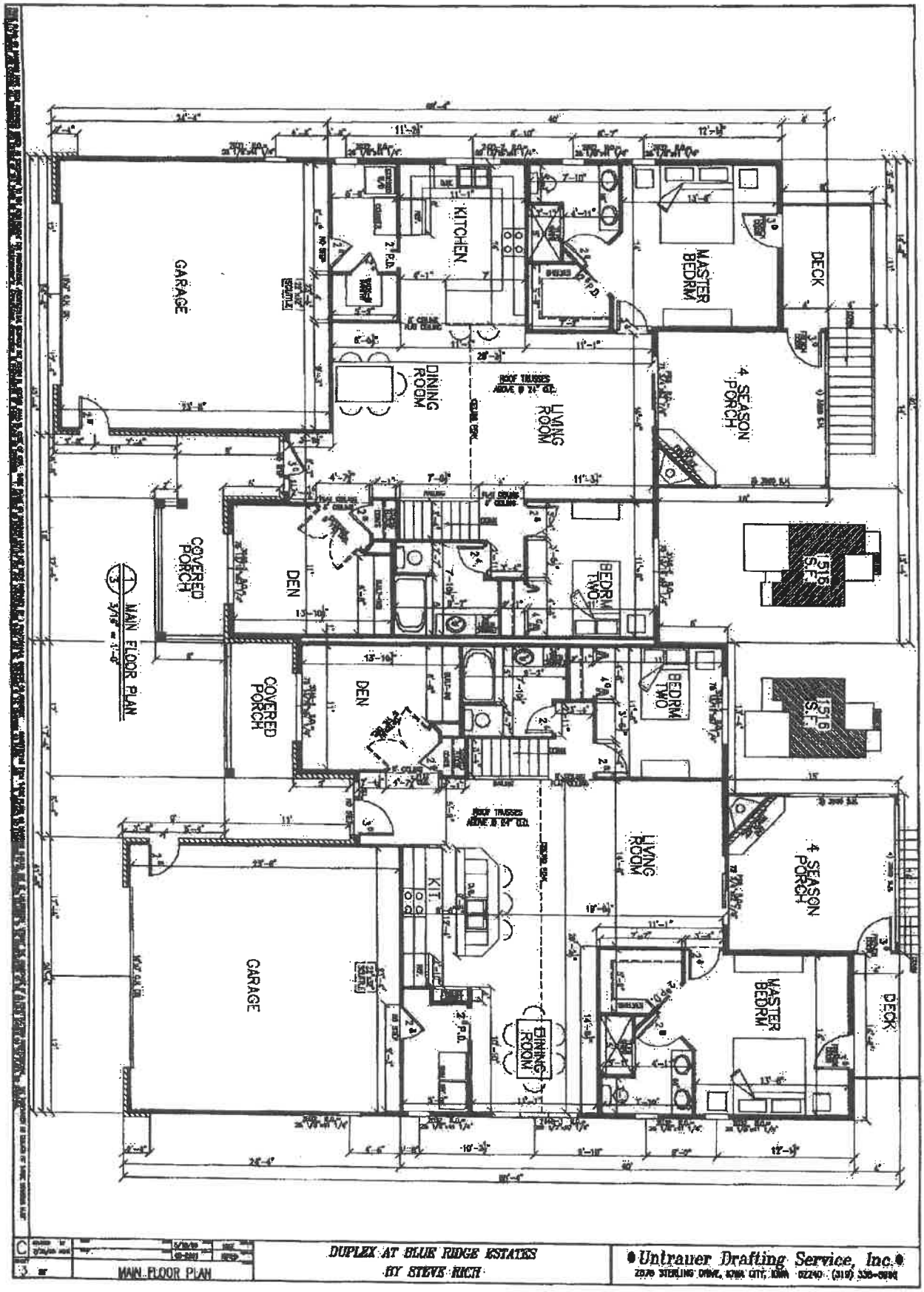


Exhibit C page 1

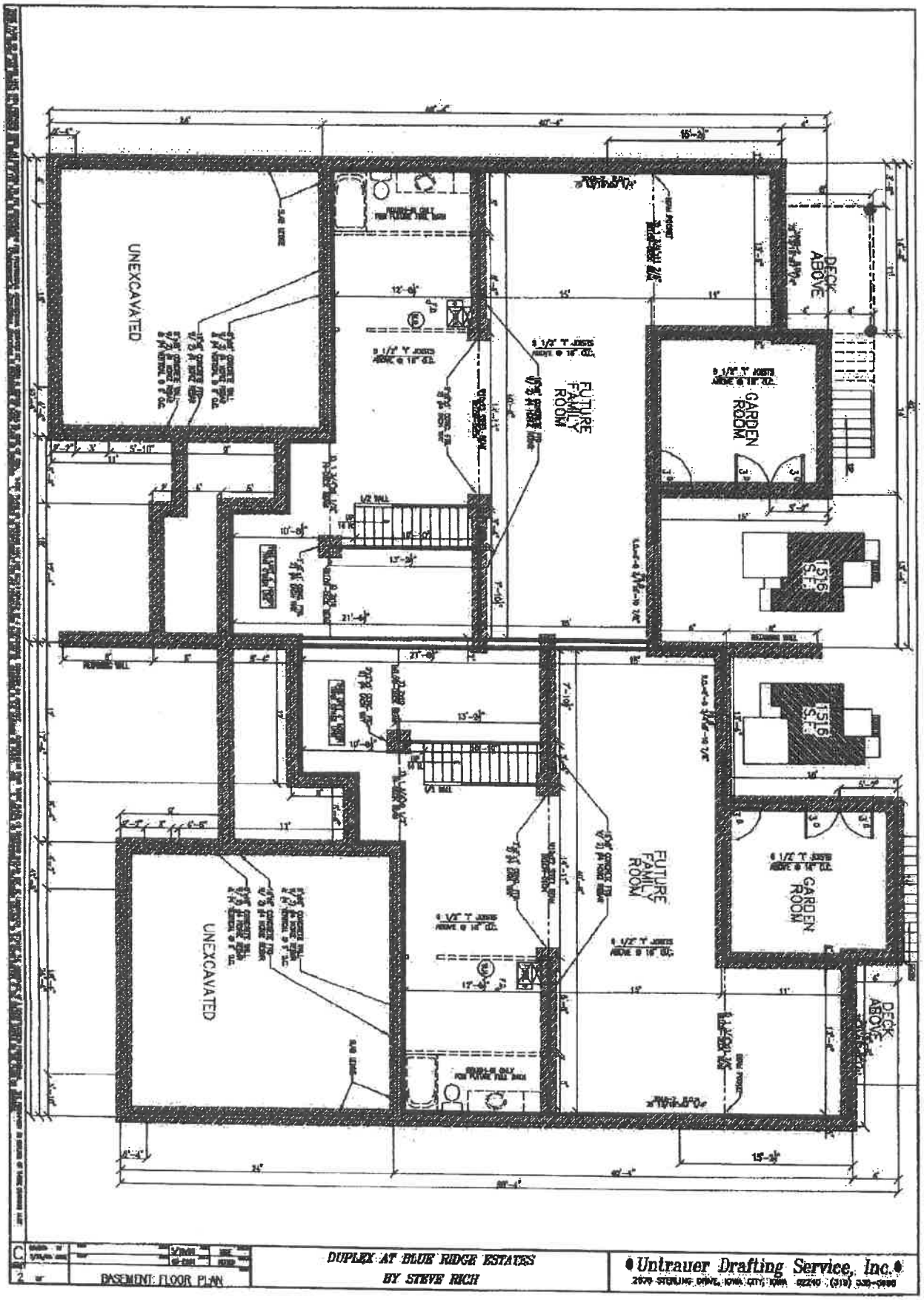


Exhibit C page 2

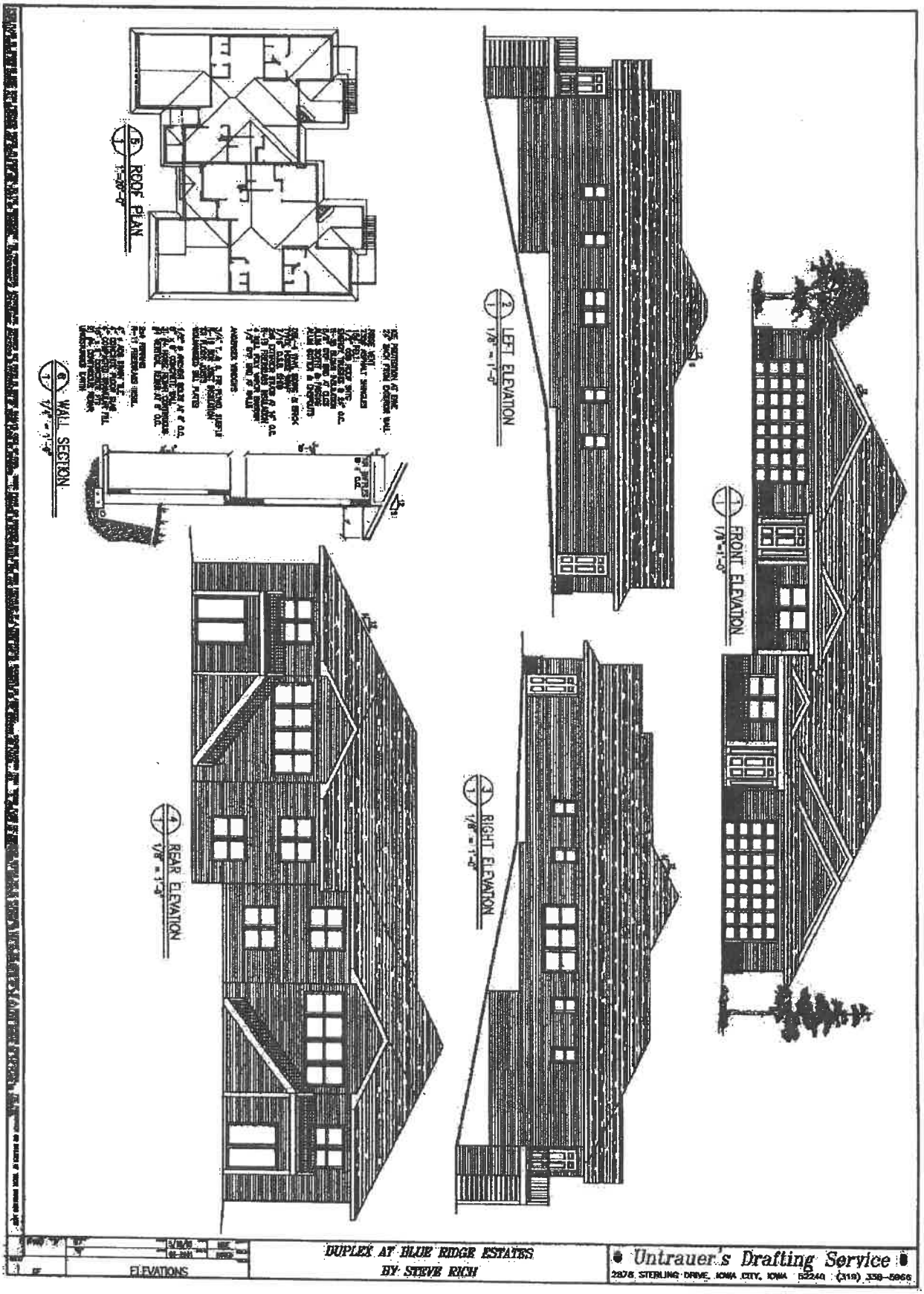


Exhibit C page 3

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF
Blue Ridge Estates Owners Association

We, the undersigned, co-owners of Blue Ridge Estates adopt the following Articles of Incorporation under the Iowa Nonprofit Corporation Act, Chapter 504A, 1999 Code of Iowa.

ARTICLE I.

The name of the corporation is Blue Ridge Estates Owners Association.

ARTICLE II.

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

ARTICLE III.

The purposes and objectives of the owners association are to provide an entity to conduct the business and affairs of, and to act on behalf of, the owners of Blue Ridge Estates. The owners association shall have all powers and purposes granted to it statutorily by Chapter 499B and Chapter 504A of the 1999 Code of Iowa as amended, and granted to it by the Declaration. The purposes of the owners association are exclusively not for private profit or gain and no part of the association's activities shall consist of carrying on political propaganda or otherwise at tempting to influence legislation, and the association shall make no distribution of income to its members. The association shall, additionally, have unlimited power to engage in and to do any lawful act concerning any and all lawful business of the owners association.

ARTICLE IV.

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

ARTICLE V.

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

ARTICLE VI.

The name and address of the initial registered agent of the corporation in Washington County, Iowa, is Christopher Reeves, 2319 Akelana Dr. Kalona, Iowa 52247.

ARTICLE VII.

The number of directors constituting the initial Board of Directors is one. The name and address of the person who is to serve as the initial director is: Christopher Reeves, 2319 Akelana Dr. Kalona, Iowa 52247.

ARTICLE VIII.

The name and address of the incorporator is as follows: Christopher Reeves, 2319 Akelana Dr. Kalona, Iowa 52247.

ARTICLE IX.

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

ARTICLE X.

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

ARTICLE XI.

This corporation shall not have a corporate seal.

Dated this _____ day of _____, 2005.

_____
Christopher Reeves

STATE OF IOWA)
) SS:
COUNTY OF WASHINGTON)

On the _____ day of _____, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Christopher Reeves to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

_____
Notary Public in and for the State of Iowa
My expiration expires: