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Johnson County Iowa
Kim Painter County Recorder
BK3831 PG525-568

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, Code of Iowa, is made and executed in North Liberty, Johnson County, Iowa, this 30th day of December, 2004, by Devmont Development L.L.C., hereinafter referred to as "Declarant"

WITNESSETH:

WHEREAS, Declarant is the owner of certain real property located in North Liberty, Iowa, 52317, Johnson County, Iowa, legally described as follows:

Lot 26, Deerfield Fifth Addition to the City of North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 44, Page 283, Plat Records of Johnson County, Iowa; and
"Amended" Auditor's Parcel No. 2004068 according to the plat thereof recorded in Book 48, Page 114, Plat Records of Johnson County, Iowa;

AND WHEREAS, Declarant is the owner of six (6) multi-family building(s) 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 building(s) and improvements constructed thereon, together with all appurtenances, to the provisions of the Horizontal Property Act as a condominium project.

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

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ARTICLE I.

A. Definitions

1. **Declarant.** The term "Declarant" shall mean Devmont Development L.L.C., the maker of this Declaration, and its successor or assigns.

2. **Declaration.** The term "Declaration" shall mean this instrument, by which **Lot 26, Deerfield 5th, Condominiums** is established pursuant to the Horizontal Property Act.

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

4. **Unit**. The term "unit" shall mean one or more rooms, occupying all or part of a floor or floors, including the garage, which are intended for use as a residence and which are 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 twenty-one (21) units within this project shown and designated as indicated on the attached Exhibit "B".

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 portion of a unit abutting a driveway 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 **Lot 26, Deerfield 5th, Condominiums Owners Association** and its successors.

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

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

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

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

ARTICLE II.

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this regime abuts along Greyson Lane and Hayden Lane in North Liberty, Iowa. The exact legal description is as follows:

Lot 26, Deerfield Fifth Addition to the City of North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 44, Page 283, Plat Records of Johnson County, Iowa; and
"Amended" Auditor's Parcel No. 2004068 according to the plat thereof recorded in Book 48, Page 114, Plat Records of Johnson County, Iowa;

2. **Description of Buildings**: The condominium regime consists of six (6) buildings and twenty-one (21) dwelling units, numbered as shown on Exhibits "B" and "C". The building has two (2) floors above ground. The buildings contain the number of dwelling units all as detailed on Exhibits "B" and "C". The buildings have been or will be constructed to the following general specifications:

Foundation: Poured reinforced concrete as per plan. Styrofoam insulation inside all exterior walls.

Wall Framing: 2 x 4 SPF grade with 7/16 OSB and Housewrap on all exterior walls.

Floor Framing: TJI engineered floor system with ¾" tongue and groove OSB sheeting, nailed and glued.

Building Exterior:

a. brick and vinyl siding
b. engineered roof trusses
c. ridge vent roof ventilation or equivalent
d. seamless gutter and downspouts
e. 30 years Certainteed architectural shingles
f. Ice/Water shield

Windows: Single hung and Slider Lo-e insulated glass vinyl windows.

Exterior Doors: Insulated steel doors in vinyl clad frame – double bore.

Interior Trim:

a. Interior doors – 1-3/8" hollow 6 panel white painted doors
b. Casing – 2 ¼" oak
c. Base – 3" colonial oak
d. Oak sill and apron on drywall wrapped windows
e. Satin nickel hinges, door knobs and stops
f. Honey or Natural are the colors

Cabinets: Raised panel oak and crown molding on upper cabinets. Satin nickel pull knobs. Cabinets come in Honey Oak or Natural Plantation Hardwood.

Countertops and Vanities: Formica in stock pattern with backsplash and no-drip rolled edge. Vanities are molded marble in stock color.

Interior Walls and Ceilings:

a. 5/8" rock on ceiling and ½" on walls
b. Orange peel texture on walls and acoustic on ceiling.
c. All walls and ceiling primed and painted with Iowa Paint eggshell white or equal. Same color throughout.
d. Parting walls built to code
e. Garage fire taped

Insulation:

a. Walls – R13 and R-19 friction fit batts
b. Attic Area – Blown R-40 or equivalent friction batts
c. R-11 insulated garage walls

Plumbing Fixtures/HVAC:

a. Stainless steel kitchen sink with garbage disposal and pull out spray nozzle
b. Ice Maker line for refrigerator
c. Gas service to water heater, fireplace and furnace

d. Two frost proof water hose lines. One in back and front
e. Aquaglass tubs and shower
f. 50,000 BTU furnace 80% efficient
g. 2 ton 10 Seer air conditioner
h. All faucets to be chrome

Floor Coverings:

a. Uni-Click Laminate Hardwood in Kitchen area
b. Vinyl in bathrooms and main foyer, laundry
c. Carpet in reminder of home

Appliances: Black or White GE or equal.

a. Microwave with built in vent
b. Glass top stove
c. Refrigerator
d. Dishwasher

Shelving: Wire shelving.

Drives and Walks; Seed and Sod: Driveways and sidewalks 4" thick reinforced concrete. All areas to be covered with sod or seed. All yard is to be sod or seed. Sod will be in front, sides and 15 ft behind home. Retaining wall as needed to be 6 x 6 treated wood. Buyer is responsible for watering sod. Sod is not a warranted item.

Deck and Concrete Patio: Declarant is not responsible for deck materials twisting or shrinking after installation. It is recommended to treat the decks with a water-resistant clear coat after six (6) months.

Lighting: Recessed can lights per specs.

Cable: One phone and cable jack per room. Cable is high grade RG-6E.

Fireplace: Fireplace is from Ralston Creek. Includes one row of tile around fireplace with oak uprights and mantle.

Towel Bars and Toilet Paper Holders: Chrome.

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

3. **Description of the Units**. Annexed hereto and made a part hereof as Exhibit "C" is a list of all units in the buildings, showing their unit designation, percentage interest in the common elements, number of votes in the association, and pro rata share of common

expenses. Annexed hereto and made a part hereof as Exhibit "B" is a site plan showing the location of the buildings and the limited common elements to which each unit has immediate access. Annexed hereto and made a part hereof as Exhibit "A" 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. Amended Exhibits "B" and "C" and Engineer's Certificates will be filed as buildings are completed, which will automatically amend this Declaration.

ARTICLE III.

Ownership Interests

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

An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, ceiling, windows and doors bounding his/her unit, nor shall the owner be deemed to own the utilities running through 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 re- finish 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 "C."

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 **Lot 26, Deerfield 5th, Condominiums Owners Association**, including one vote in the affairs of the association and of the regime. However, such voting and membership rights shall be subject to the applicable provisions of the Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the owners; and such action, when taken in accordance with the Bylaws of the Association and this Declaration, shall be final and conclusive upon all unit owners.

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

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

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

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

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

ARTICLE IV.

General Common Elements

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 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; and the common sidewalks, streets and parking.

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: 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); Driveways and walks to the front doors of units; Decks, porches and patios which abut the 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. Declarant 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 **Lot 26, Deerfield 5th, Condominiums 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.

ARTICLE VII.

Management of the Regime

1. **Association; Council of Co-owners**. The operation of the condominium shall be a non-profit membership association. The name of the Association shall be **Lot 26, Deerfield 5th, Condominiums Owners' Association**. A copy of its bylaws is attached hereto as Exhibit "D". 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. The Association may be incorporated by Declarant or by a vote of the Board of Directors.

2. **Compliance**. All owners, tenants, families, guests, and other persons using or occupying the regime shall be bound by and strictly comply with the provision 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 agreements 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 such as are more particularly set forth in the condominium documents, including but not limited to, the making of assessments chargeable to owners and the creation of a lien on units thereof, and acquiring a unit at

foreclosure sale and holding, leasing, mortgaging or conveying the same. Each owner hereby waives any rights to delay or prevent such foreclosure by the Association which he/she may have by reason of a homestead exemption.

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

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

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

7. **Board of Directors**. The affairs of the Association shall be conducted by a Board of Five (5) Directors who shall be designated in the manner provided in the Bylaws. The Board may employ a manager or 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. However, the affairs of the Association shall be conducted by an Initial Board of Directors of One (1) Director appointed by Declarant until such time as 100% of the units have been sold by Declarant. This provision may not be repealed, amended, or altered in any manner, except by Declarant.

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 be 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 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 in the best interests of the Association. The

foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

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

Jason Dumont
Devmont Development L.L.C.
2670 Aspen Court NE
North Liberty, Iowa 52317

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 thereof 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 re-construction, repair, rebuilding, conservation, restoration, or similar work to more than one unit and the costs thereof may be, in the discretion of the Association, either assessed against each unit on which such costs were incurred or assessed against all units as a common expense according to the circumstances.

3. **Maintenance by Owner.**

(a) Each unit owner at his/her own expense shall maintain the interior, including the boundary surfaces, of such unit and its equipment; shall keep the interior in a clean and sanitary condition; shall do all redecorating, painting, and other finishing which may at any time be necessary to maintain his/her unit; and shall be responsible for the maintenance and replacement of all personality 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/her unit. The owner shall also, at his own expense, keep in a clean and sanitary condition his/her unit and any porch or deck which is for the exclusive use of his/her unit.

(c) The unit owner shall maintain, at their 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 of 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 their respective assigns, lessors, tenants, occupants and successors.

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 that the entire unit is rented, and provided that occupancy under the lease shall not exceed the maximum allowed occupancy for said unit under the North Liberty City Code. 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 in garages.

(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 animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the common elements, except that a unit owner shall be permitted to keep no more than one dog weighing no more than 60 lbs. and no more than one cat on the premises, provided that said animals are 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. Any person with the Regime 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. This rule may not be altered, amended or repealed, except by Declarant until Declarant, Devmont Development L.L.C., has sold every unit of the Regime. After that time, this rule may be amended, altered, or repealed as any other matter to be considered by the Association.

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

ARTICLE X

Insurance and Casualty

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

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly 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 owns any 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 to re-build or repair, the Board shall have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

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

after damaged structures have been raised. 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 coverage 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 (2004).

(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 (2004). 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 receive notice of such proposed amendment as provided in the Bylaws of the Association.

(b) **Resolution.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere, the resolution must be adopted by a vote of 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.

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

Devmont Development L.L.C.

Jason Dumont,
Member & Manager

STATE OF IOWA)
COUNTY OF Johnson) SS:

On this 30th day of December, 2004, before me, a Notary Public in and for the said state, personally appeared, **Jason Dumont,** to me personally known, who being by me duly sworn did say that that person is a member of said limited liability company and that no seal has been procured by the said limited company and that said instrument was signed on behalf of the said limited liability company by authority of its managers and the said **Jason Dumont, member and manager,** acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntary executed.

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
ROBERT S. MICHAEL
COMMISSION # 143799
MY COMMISSION EXPIRES
7-2-05

EXHIBIT "A"
Building Plans

One set of the following for a 3-Plex and 4-Plex:

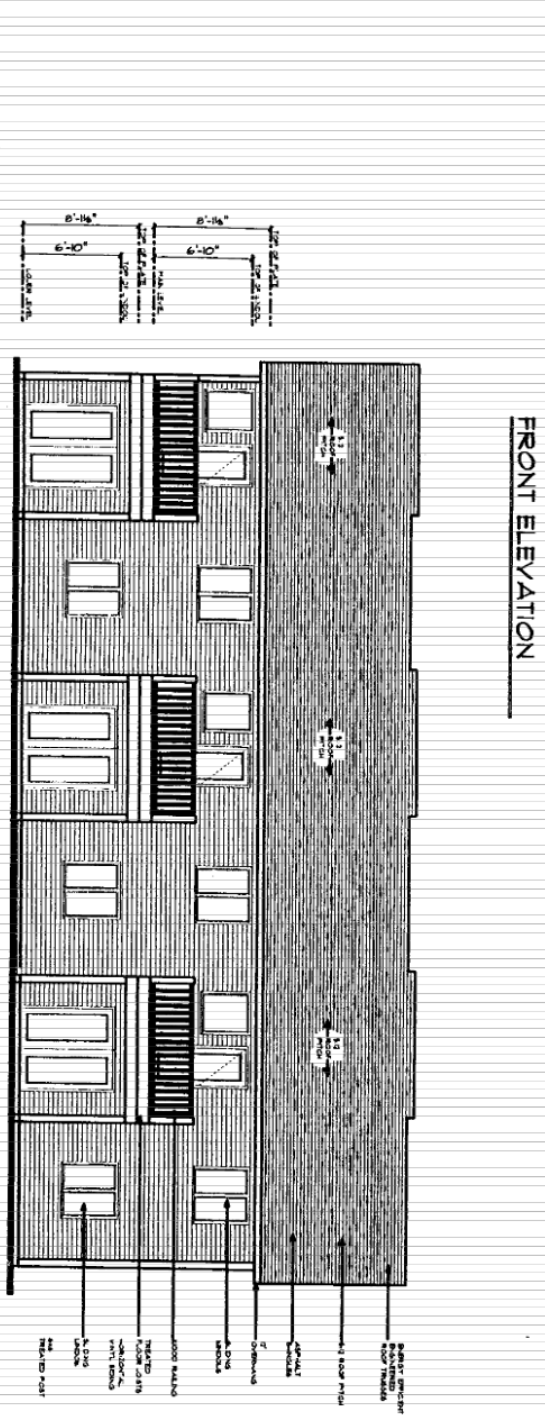
Drawing of front and rear of the building

Drawing of the side of building

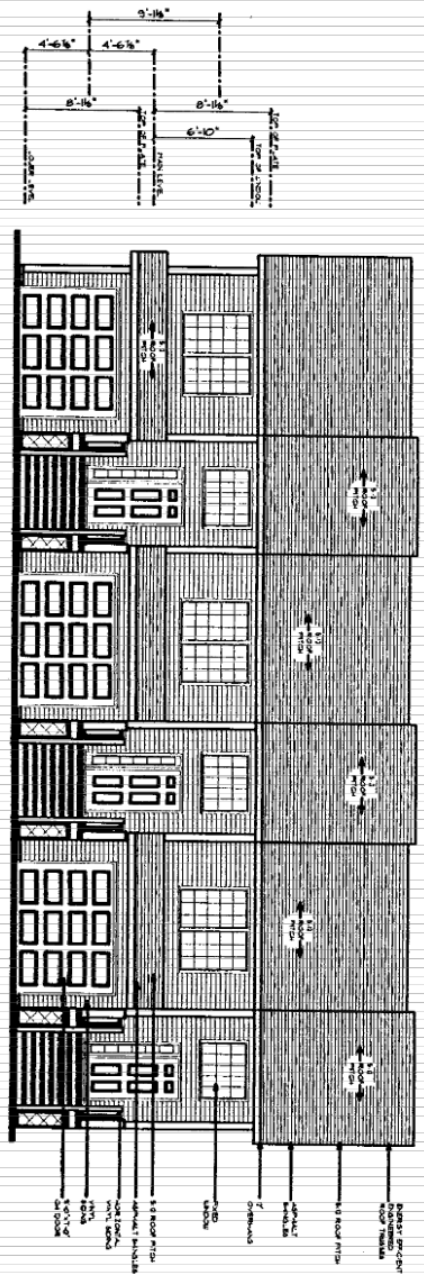
Drawing of the foundation plan

Drawing of the lower level floor plan

Drawing of the main level floor plan



FRONT ELEVATION



REVISED 7/7/2004

SCALE: 1/8" = 1'-0"

DATE: 06/22/2004

DRAWN BY: CDM

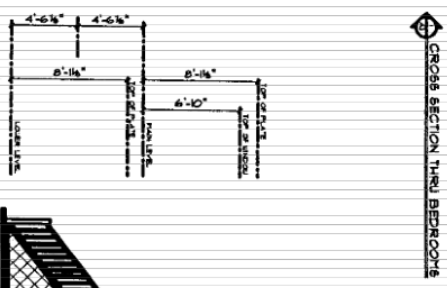
CHECKED BY: CDM

SHELBY BUILDERS

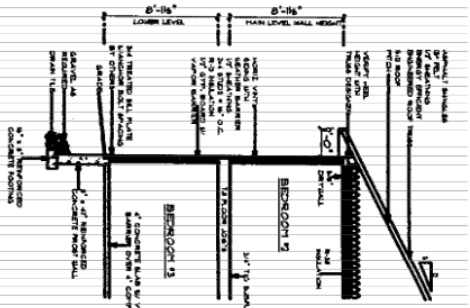
NORTH LIBERTY 3-PLEX

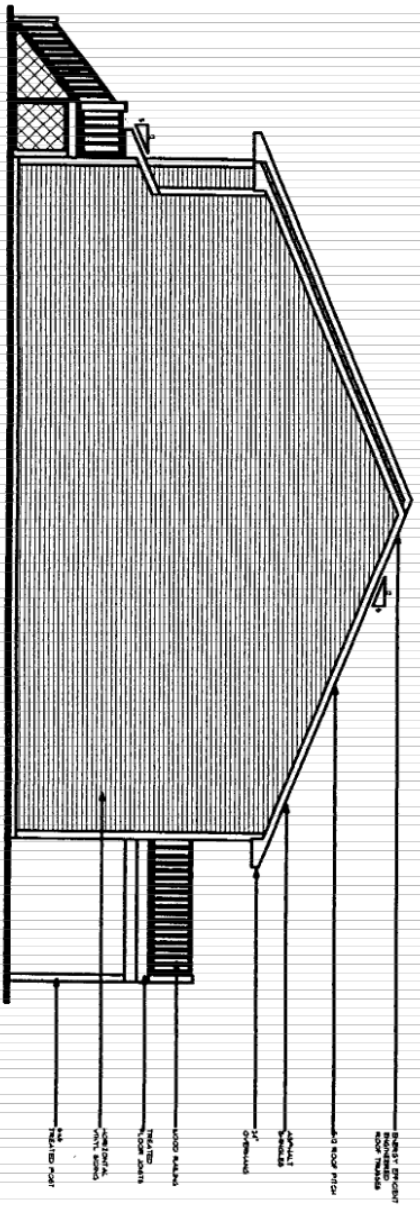
•DESIGN•ELEMENTS•

REVISIONS

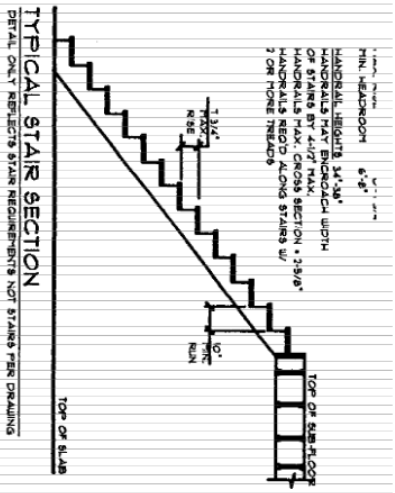


CROSS SECTION THRU BEDROOMS





SIDE ELEVATIONS



TYPICAL STAIR SECTION

DETAIL ONLY REFLECTS STAIR REQUIREMENTS NOT STAIRS PER DRAWING

REVISED 7/07/2004

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Book 3831, Page 525, File Number

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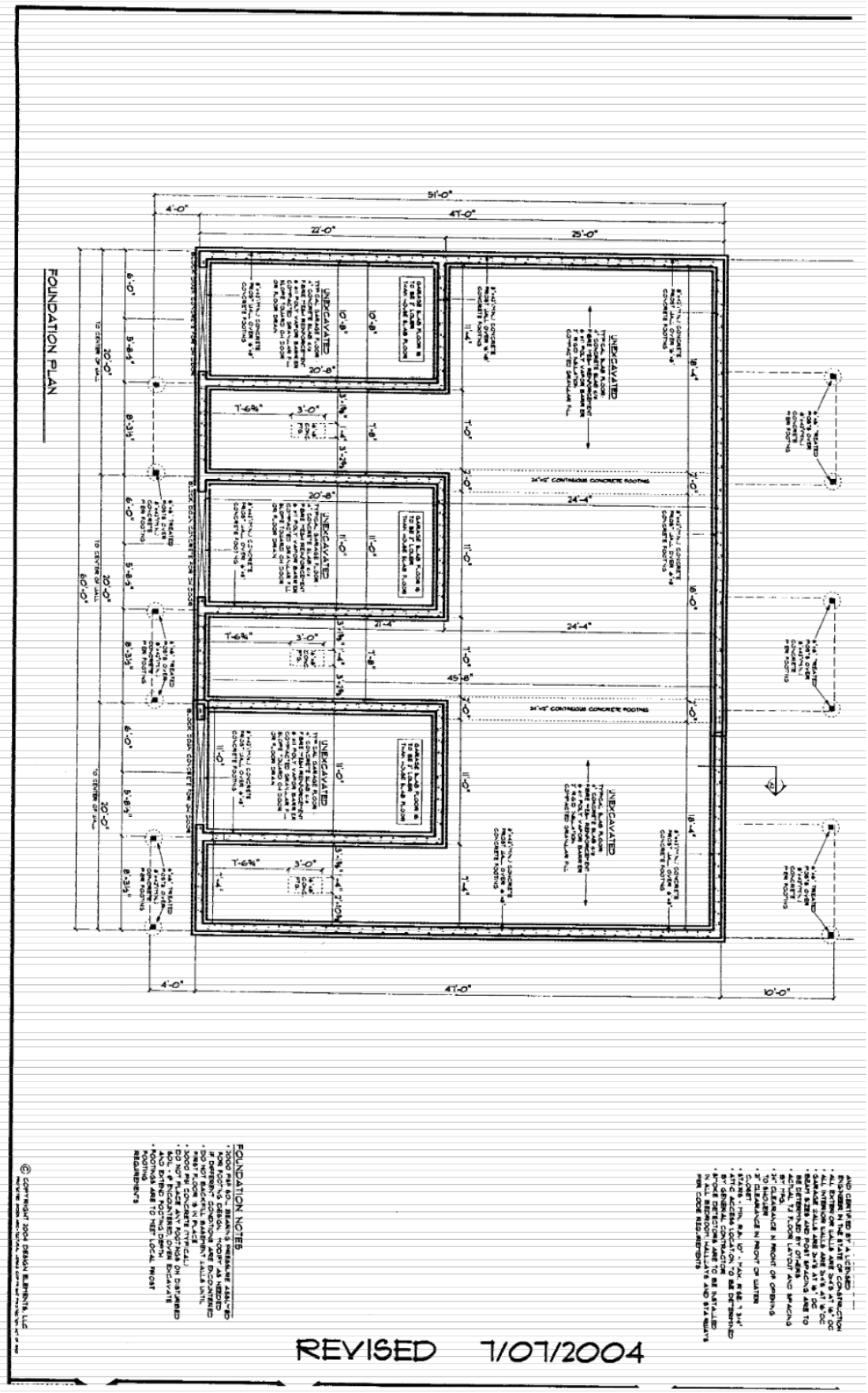

FOUNDATION NOTES

- 3000 PSI 60+ BEARING PRESSURE ASSUMED FOR FOOTING DESIGN. MODIFY AS NEEDED
- DO NOT BACKFILL BASEMENT WALLS UNTIL FIRST FLOOR IS IN PLACE
- 3000 PSI CONCRETE (TYPICAL)
- #5 REBAR AT 48" O.C. MAX. (TYPICAL)
- #4 @ 24" O.C. HORIZONTAL REBAR IN CMU BOND BEAM
- #5 @ 8" O.C. VERTICAL REBAR IN CMU CELLS
- FOOTINGS ARE TO BE PLACED ON UNDISTURBED AND EXTEND BELOW FROST DEPTH
- FOOTINGS ARE TO MEET LOCAL FROST REQUIREMENTS

AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF CONSTRUCTION

- ALL INTERIOR WALLS ARE 2x4'S AT 16" O.C.
- GARAGE WALLS ARE 2x6'S AT 16" O.C.
- EXTERIOR WALLS ARE 2x6'S AT 16" O.C.
- REINFORCED AND POST SPACING ARE TO BE DETERMINED BY ACTUAL FLOOR LAYOUT AND SPACING
- 8'-0" HIGH
- 12" CLEARANCE IN FRONT OF OPENING TO GARAGE
- 3" CLEARANCE IN FRONT OF OPENING
- CONCRETE SLAB OF GARAGE TO BE DETERMINED BY GENERAL CONTRACTOR
- ATTACHED GARAGE SLAB TO BE INSTALLED IN ALL RESPECTS AS REQUIRED BY THE LOCAL BUILDING CODE REGULATIONS

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AND CERTIFIED BY A LICENSED ENGINEER IN THE STATE OF CONSTRUCTION
- ALL EXTERIOR WALLS ARE 2x6 @ 16" OC
- ALL INTERIOR WALLS ARE 2x4 @ 16" OC
- GARAGE WALLS ARE 2x16 AT 16" OC
- BEAM SIZES AND POST SPACING ARE TO BE DETERMINED BY MFG.
- 24" CLEARANCE IN FRONT OF WATER CLOSET
- STAIRS - MIN. RUN 10" - MAX. RISE 7 3/4"
- SMOKE DETECTORS ARE TO BE INSTALLED IN ALL BEDROOM HALLWAYS AND BY 4 REQUIRED FIRE CODE REQUIREMENTS

TYPICAL 1HOUR AREA SEPARATION
PARTY WALL CONTRUCTION:
TYPE X DRYWALL
2X4 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
TYPE X DRYWALL
1 1/4" SOUND CHANNEL
TYPE X DRYWALL
2X6 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
TYPE X DRYWALL

1HOUR AREA SEPARATION WALL
NOT TO SCALE

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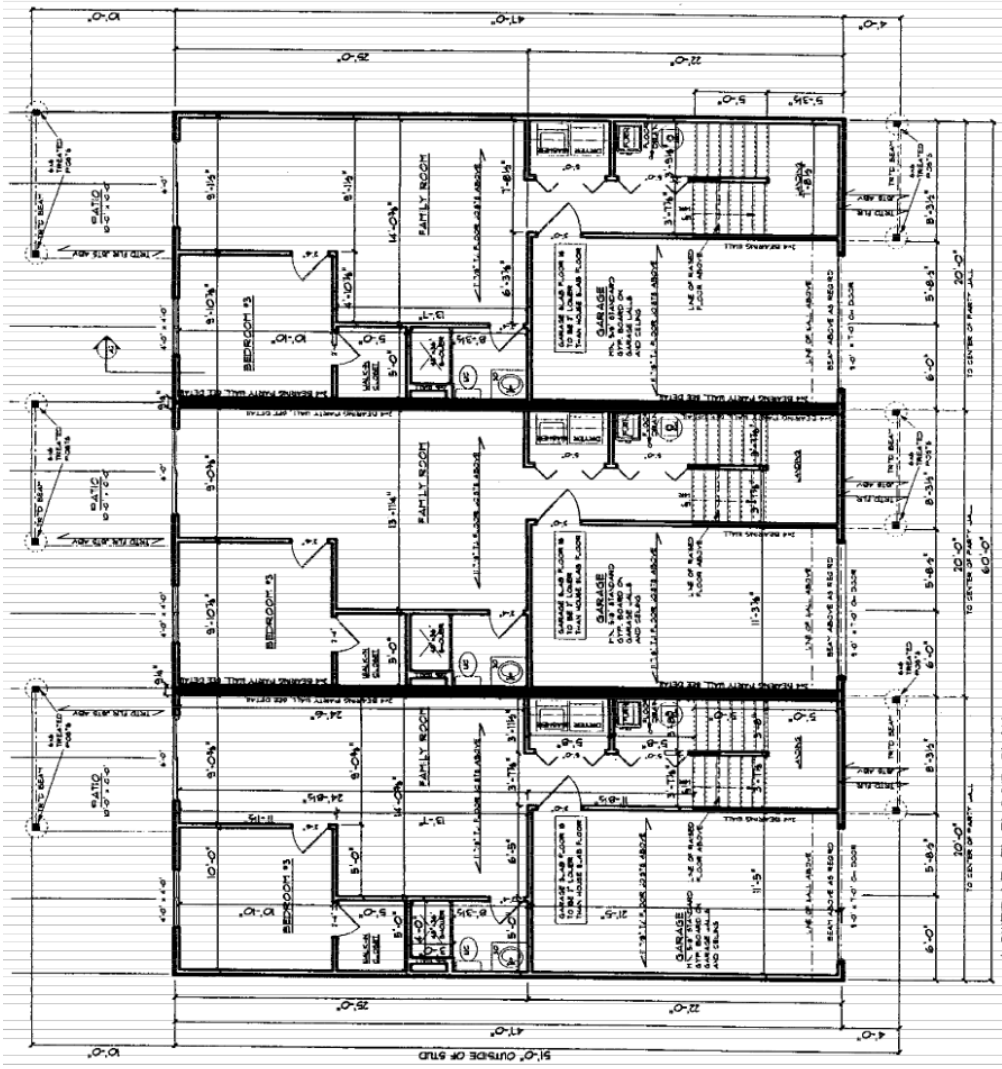
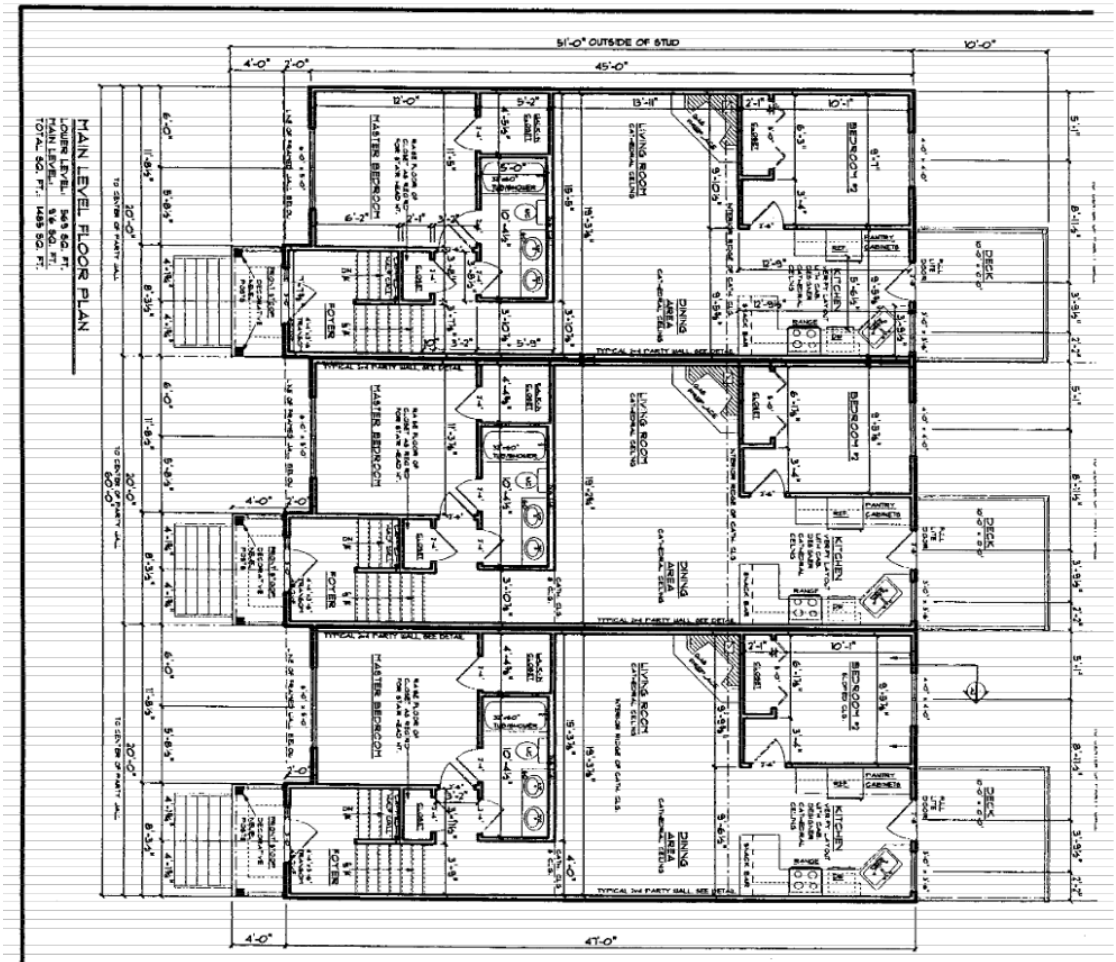
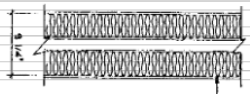


LOWER LEVEL FLOOR PLAN
LOWER LEVEL: 349 SQ. FT.
MAIN LEVEL: 936 SQ. FT.
TOTAL SQ. FT.: 1285 SQ. FT.





1-HOUR AREA SEPARATION WALL
NOT TO SCALE

TYPICAL 1-HOUR AREA SEPARATION
PARTY WALL CONTRUCTION:
TYPE X DRYWALL
2X4 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
TYPE X DRYWALL
1 1/4" SOUND CHANNEL
TYPE X DRYWALL
2X6 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
TYPE X DRYWALL

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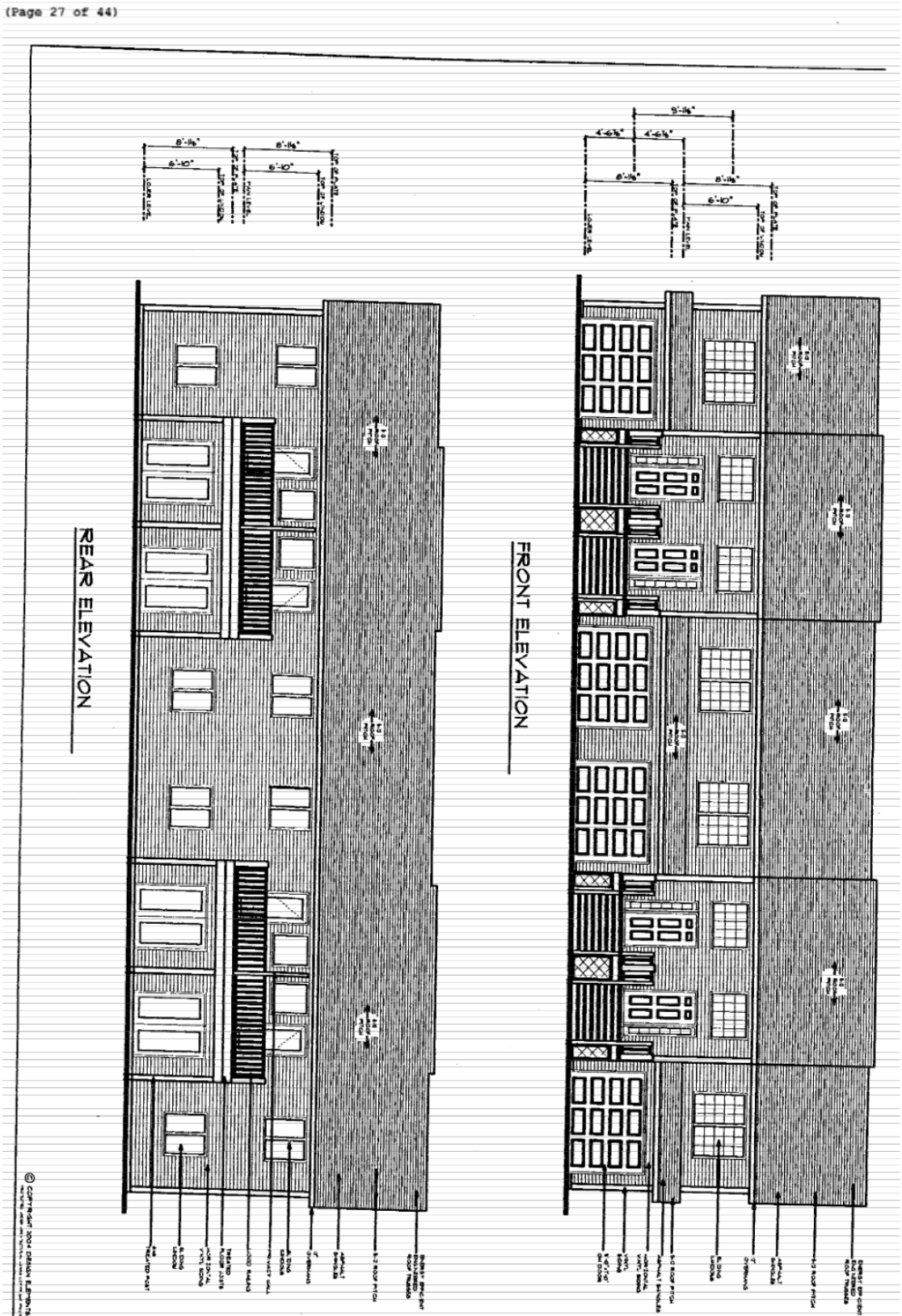
REVISED 7/7/2004

A5

SCALE: 1/8" = 1'-0"
DATE: 06/04/2004
DRAWN BY: CDM
CHECKED BY: CDM

SHELBY BUILDERS
NORTH LIBERTY 3-PLEX

•DESIGN•ELEMENTS•



REVISED 7/07/2004

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DATE: 06/11/2004
DRAWN BY: CDM
CHECKED BY: CDM

A1

SHELBY BUILDERS

NORTH LIBERTY

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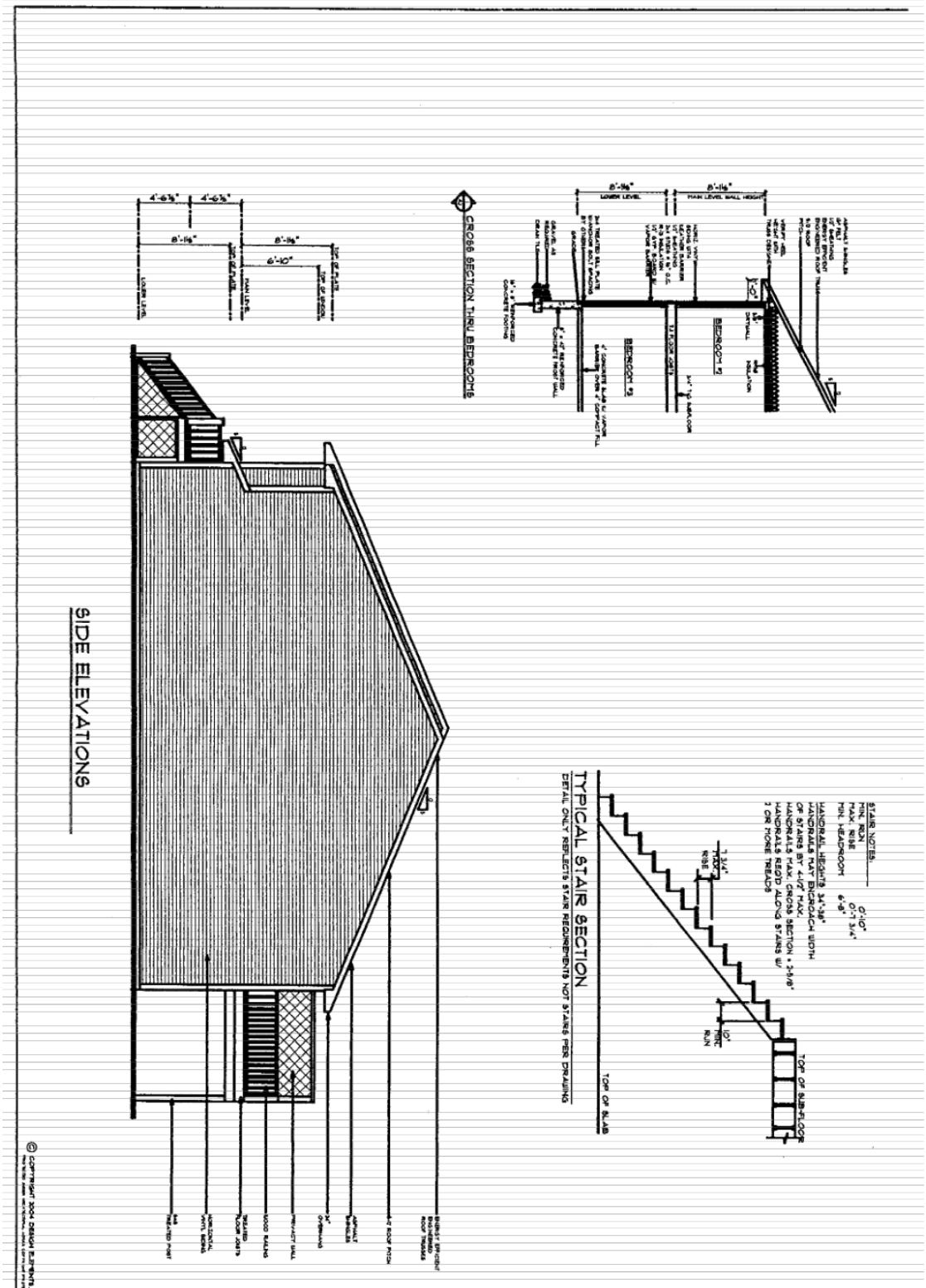
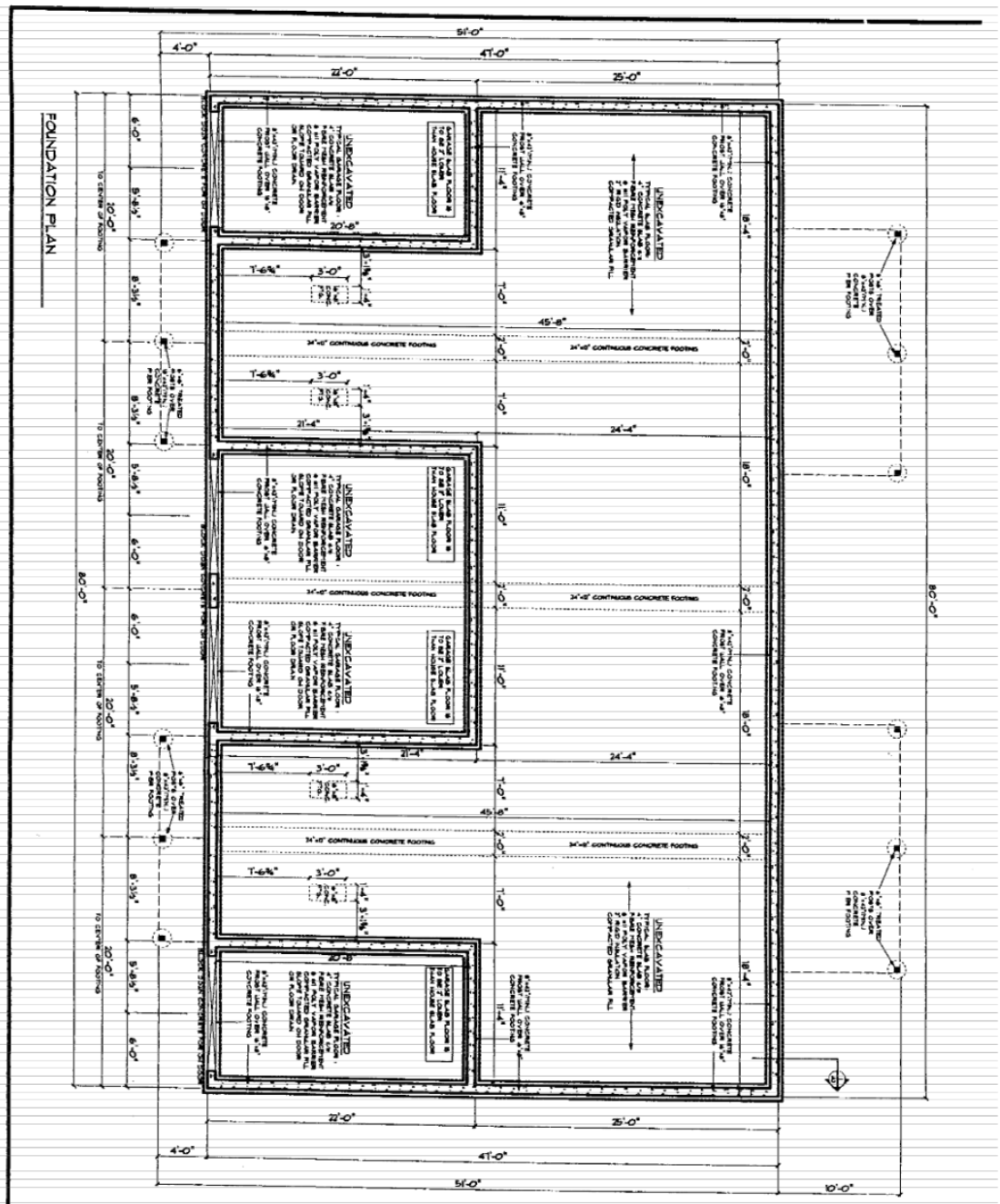


REVISED 7/7/2004

A2	SCALE: 1/8" = 1'-0" DATE: 06/4/2004 DRAWN BY: CDM CHECKED BY: CDM PROJECT NUMBER: 04W563	SHELBY BUILDERS NORTH LIBERTY 4-PLEX	•DESIGN•ELEMENTS• RESIDENTIAL • LIGHT COMMERCIAL DRAFTING LORI TREE • (712) 527-5755 319-631-6570 CHRIS@HOMEDESIGNELEMENTS.COM



FOUNDATION NOTES

- 3000 PSF SOIL BEARING PRESUMPTIVE ASSUMED IF DIFFERENT CONDITIONS ARE ENCOUNTERED
- DO NOT BACKFILL BASEMENT WALLS UNTIL FIRST FLOOR IS IN PLACE
- DO NOT PLACE ANY FOOTING ON DISTURBED SOIL - IF ENCOUNTERED, OVER EXCAVATE ADDITIONAL FOOTINGS ARE TO STEP LOCAL FROST FOOTING REQUIREMENTS

REVISED 7/07/2004

SCALE: 1/8" = 1'-0"
DATE: 06/01/2004
DRAWN BY: CDM
CHECKED BY: CDM

A3

SHELBY BUILDERS
NORTH LIBERTY 4-PLEX

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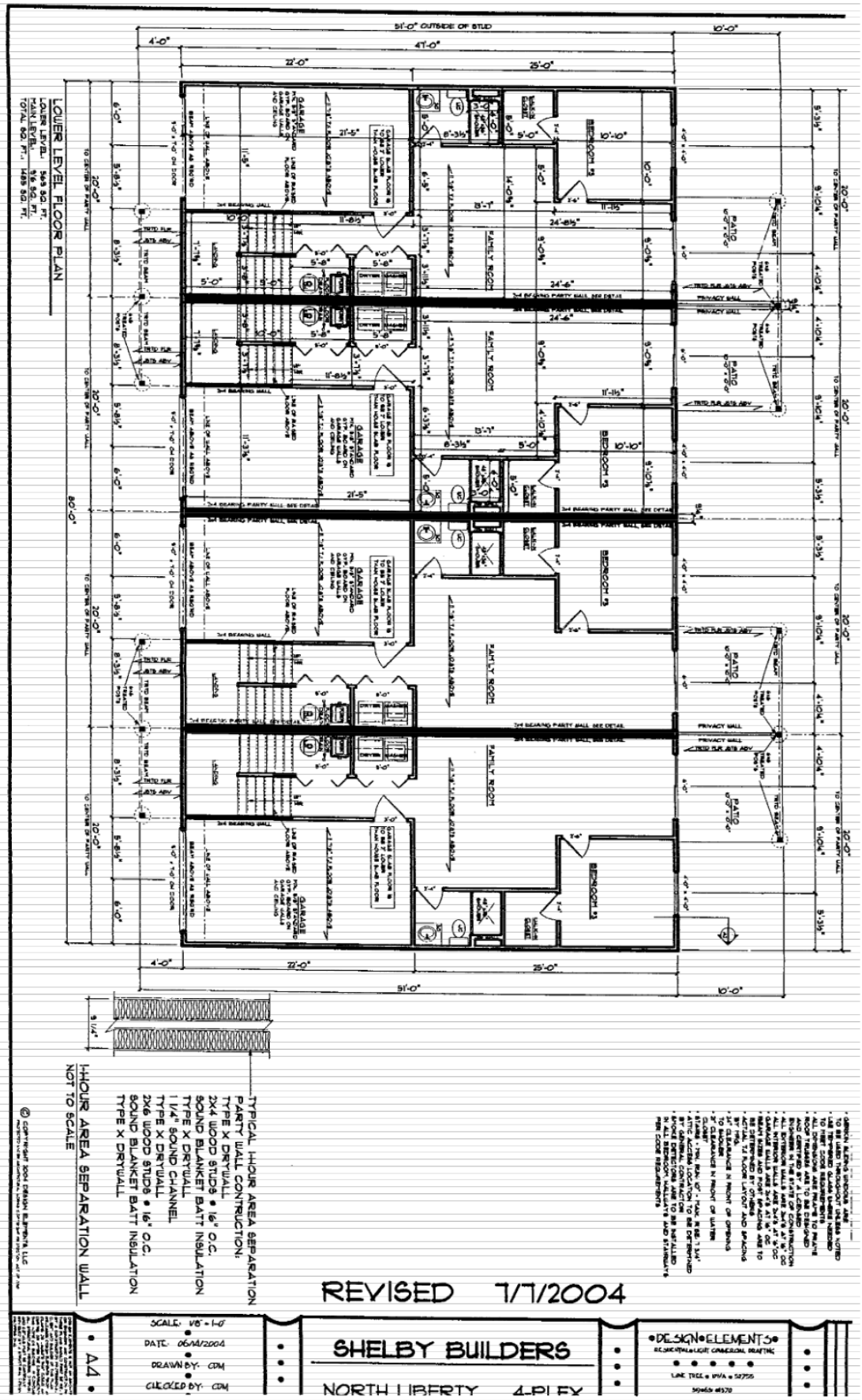
LOWER LEVEL FLOOR PLAN
LOWER LEVEL: 563 SQ. FT.
MAIN LEVEL: 926 SQ. FT.
TOTAL SQ. FT.: 1489 SQ. FT.
51'-0" OUTSIDE OF STUD
47'-0"
22'-0"
25'-0"
4'-0"
10'-0"
80'-0"
GARAGE
FAMILY ROOM
BEDROOM #3
PATIO
LAUNDRY
LINEN
PRIVACY WALL
3HR BEARING PARTY WALL SEE DETAIL
TYPICAL 1HOUR AREA SEPARATION
PARTY WALL CONTRUCTION:
TYPE X DRYWALL
2X4 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
TYPE X DRYWALL
1 1/4" SOUND CHANNEL
TYPE X DRYWALL
2X6 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
TYPE X DRYWALL
1HOUR AREA SEPARATION WALL
NOT TO SCALE
REVISED 7/7/2004
SCALE: 1/8" = 1'-0"
DATE: 06/14/2004
DRAWN BY: CDM
CHECKED BY: CDM
A4
SHELBY BUILDERS
NORTH LIBERTY 4-PLEX
DESIGN ELEMENTS
RESIDENTIAL • LIGHT COMMERCIAL DRAFTING

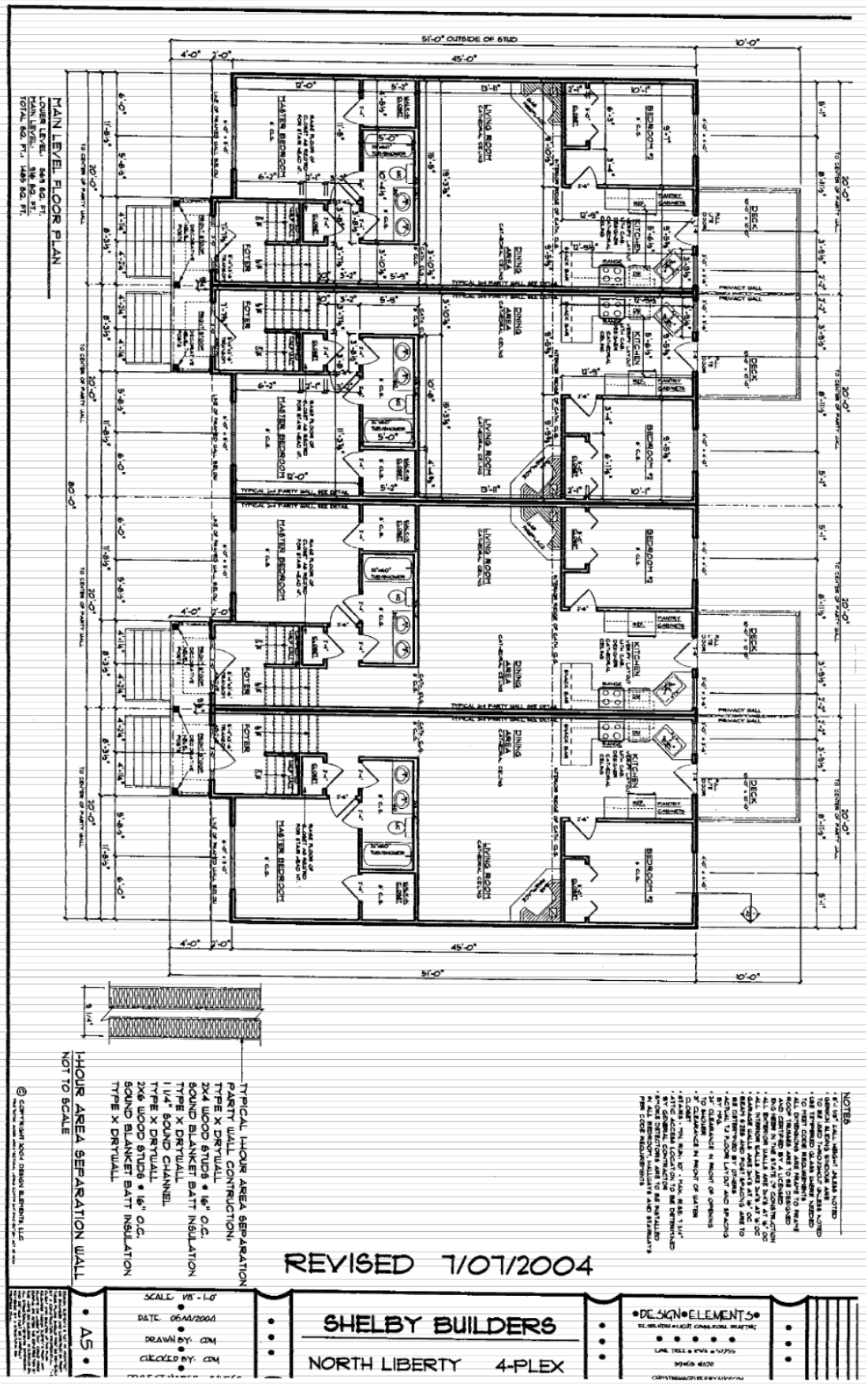

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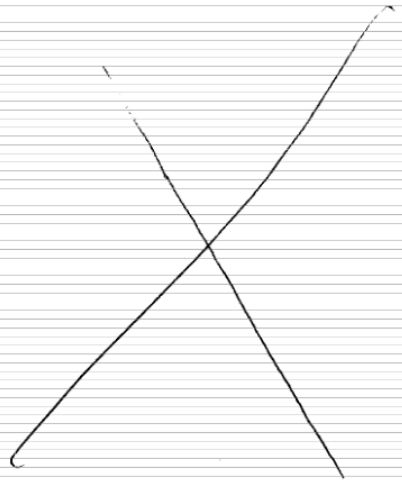
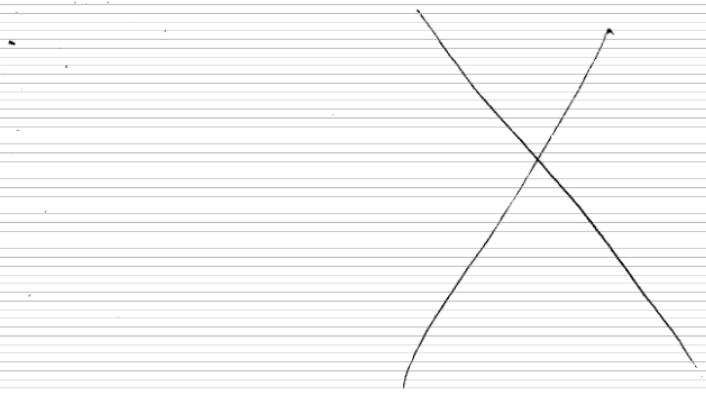
EXHIBIT "B"
Site Plan





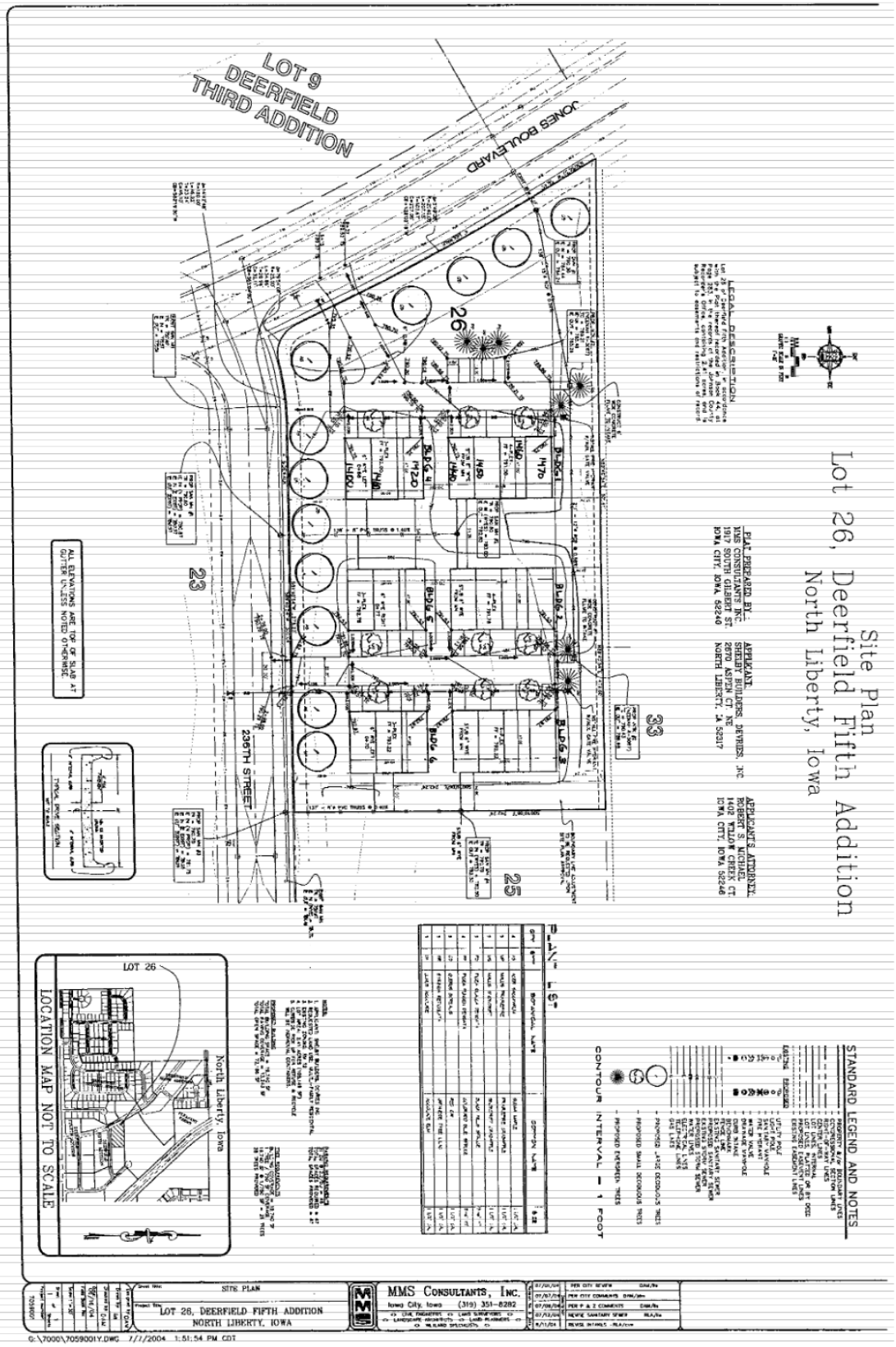

Site Plan
Lot 26, Deerfield Fifth Addition
North Liberty, Iowa
LOT 9
DEERFIELD
THIRD ADDITION
JONES BOULEVARD
236TH STREET
LOT 26
LOCATION MAP NOT TO SCALE
North Liberty, Iowa
STANDARD LEGEND AND NOTES
CONTOUR INTERVAL = 1 FOOT
SITE PLAN
LOT 26, DEERFIELD FIFTH ADDITION
NORTH LIBERTY, IOWA
MMS CONSULTANTS, INC.
Iowa City, Iowa (319) 351-8282

EXHIBIT "C"

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 26, Deerfield Fifth Addition to the City of North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 44, Page 283, Plat Records of Johnson County, Iowa;

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

Building	Unit	Percentage Ownership in Common Elements and Pro Rata Share of Expenses	Votes in Association
1	1440	4.76%	One
	1450	4.76%	One
	1460	4.76%	One
	1470	4.76%	One
2		4.76%	One
		4.76%	One
		4.76%	One
		4.76%	One
3		4.76%	One
		4.76%	One
		4.76%	One
		4.76%	One
4	1400	4.76%	One
	1410	4.76%	One
	1420	4.76%	One
5		4.76%	One
		4.76%	One
		4.76%	One
6		4.76%	One
		4.76%	One
		4.76%	One

EXHIBIT "D"

BYLAWS
OF
LOT 26, DEERFILD 5TH, CONDOMINIUMS OWNERS ASSOCIATION

These are the Bylaws of LOT 26, DEERFILD 5TH, CONDOMINIUMS OWNERS ASSOCIATION (hereinafter referred to as "Association") organized pursuant for the purpose of administering Lot 26, Deerfield 5th, Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 2004 Code of Iowa, as amended, located on the following-described real estate in Johnson County, Iowa:

Lot 26, Deerfield Fifth Addition to the City of North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 44, Page 283, Plat Records of Johnson County, Iowa; and

"Amended" Auditor's Parcel No. 2004068 according to the plat thereof recorded in Book 48, Page 114, Plat Records of Johnson County, Iowa;

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the association 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 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 North Liberty, Johnson County, Iowa, chosen by the Initial Board of Directors or 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-half (1/2) 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 1. 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 final and not subject to appeal to the members.

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

A. Election of Chairman, if required.
B. Calling roll and certification of proxies.
C. Proof of notice of meeting or waiver of notice.
D. Reading and disposal of any unapproved minutes.
E. Reports of officers, if applicable.
F. Reports of committees, if applicable.
G. Election of Directors, if applicable.
H. Unfinished business.
I. New Business.
J. Adjournment.

III. BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by an Initial Board of Directors constituting one (1) person. The Initial Board of Directors 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 of Directors shall be subject to removal only by the Declarant or by election of their successors pursuant to No. 7 below, at the time after 100 percent of the units are sold by Declarant. From and after the removal of the Initial Board of Directors, 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 member shall qualify to serve as a Director.

2. At a duly called members' meeting held after the Initial Board of Directors are removed and at each annual meeting thereafter, five 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.

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. Provided that the Initial Board of Directors shall be subject to removal only by the Declarant or by election of their successors after 100 percent of the sale of the units then thereafter, any 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 Board of Directors as well as any other Directors appointed by the Declarant shall serve without compensation. Directors elected by the members shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.

7. After the removal of the Initial Board of Directors, 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 one hundred percent (100%) 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 three 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 three-fifths 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, 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: Provided however, that the Initial Board of Directors shall be exempt from mandatory compliance but instead may employ similar methods as they shall determine to be reasonable and responsible to achieve similar results, until such time as the Initial Board of Directors is removed as provided herein.

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 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 preemptorily 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: Provided however, that the Initial Board of Directors shall be exempt from mandatory compliance to establish the following itemized funds but instead may employ similar methods as they shall determine to be reasonable and responsible to achieve similar results, until such time as the Initial Board of Directors is removed as provided herein.

(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 I 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. However, any provision relating to the Initial Board of Directors or its management of the affairs of the Association may not be repealed, amended, or altered in any manner, except by Declarant.

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.

10. No animals or reptiles of any kind shall be raised, bred, or kept in any unit or in the common elements, except that a unit owner shall be permitted to keep no more than one dog weighing no more than 60 lbs. and no more than one cat on the premises, provided that said animals are 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. Any person with the Regime 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. This rule may not be altered, amended or repealed, except by Declarant, until Declarant, Devmont Development L.L.C., has sold every unit of the Regime. After that time, this rule may be amended, altered, or repealed as any other matter to be considered by the Association.

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.