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FILED NO. 4558
BOOK 532 PAGE 121
1978 NOV 14 PM 2:26
JOHN E. O'HARA
COUNTY RECORDER
JOHNSON CO., IOWA

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORMANDY COURT CONDOMINIUMS

PHASE NO. 1

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", is made and executed in Iowa City, Iowa, Johnson County, State of Iowa this 14th day of November, 1978, by the Eyman Management and Investment Corporation, an Iowa Corporation, hereinafter called "Declarant", and Robert W. Burns and Nancy Lewis Burns, husband and wife, hereinafter called "Burns", pursuant to the provisions of the Horizontal Property Act (Condominiums), Chapter 499B, of the 1977 Code of Iowa,

WITNESSETH:

WHEREAS, Declarant is the contract purchaser of certain real property located in Iowa City, Johnson County, Iowa, more particularly described as follows:

> Commencing at the northeast corner of Lot 413, Part 8, Court Hill, an Addition to the City of Iowa City, Iowa, according to the recorded plat thereof, thence south along the east line of said Part 8, Court Hill 201 feet, thence north 89 degrees, 47 minutes, 10 seconds east 128 feet, thence north parallel with the east line of said Part 8, Court Hill to the south line of Court Street in Iowa City, Iowa, thence south 89 degrees, 47 minutes, 10 seconds west to the place of beginning;
>
> And
>
> Lot five hundred seventy-five (575) in Part 11B Court Hill, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Plat Book 10, page 11, Plat Records of Johnson County, Iowa.

WHEREAS, Burns are the contract sellers and hereby consent and join in the submission of the real estate described in Section 1 of Article I herein to the Horizontal Property Regime herein established for the sole purpose of satisfying the requirements of Section 499B.3, Code of Iowa (1977);

WHEREAS, Declarant plan to convert the existing apartment units located on the above described real estate into condominium units and plan to use phases to stage the conversion of the apartment units into condominium units;

WHEREAS, Declarant now desires to publish a Declaration of Covenants, Conditions and Restrictions for the real property and apartment units located in Phase No. 1, including the following numbered units: 417 Scott Boulevard, 419 Scott Boulevard, 421 Scott Boulevard, 423 Scott Boulevard, 425 Scott Boulevard and 427 Scott Boulevard, inclusive, hereinafter referred to as "unit 417", "unit 419", "unit 421", "unit 423", "unit 425", and "unit 427", respectively, the real estate more particularly described in Section 1, Article I hereof;

WHEREAS, Declarant is filing for record in the office of the County Recorder of Johnson County, State of Iowa, a plat showing the location of the building, the general common elements, and the limited common elements; and

WHEREAS, Declarant desires and intends by filing this Declaration and the plat attached hereto to submit the tract referred to as Phase I Property Description and the building and other improvements constructed

See File 116 G for Effidavit of Correction, Book 18 Pg. 47 Plat

thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a condominium project, and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the Owners thereof.

NOW THEREFORE, Declarants do hereby publish and declare that all of the property described above as Phase I Property Description is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, 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 Declarants, their successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns, the Declarants hereby comply with the Horizontal Property Act (Condominiums), Chapter 499B of the Code of Iowa, 1977:

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ARTICLE I.

DESCRIPTION OF LAND, BUILDINGS AND APARTMENTS

Section 1. Description of Land. The land which is subject to this Declaration is described as follows:

> Part 575, Part 11B, Court Hill, an addition to Iowa City, Iowa, as shown on plat recorded in the Johnson County Recorder's Office Plat Book 18, Page 47, more particularly described as follows:
>
> Beginning at the Northwesterly corner of said Lot 575;
>
> thence South 0 degrees, 04 minutes, 40 seconds East 101.38 feet along the Westerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47, to a point (this is an assumed bearing for purposes of this description only);
>
> thence North 89 degrees, 42 minutes, 20 seconds East 151.63 feet to a point;
>
> thence North 0 degrees, 22 minutes, 30 seconds West 65.21 feet to a point;
>
> thence North 42 degrees, 52 minutes, 00 seconds West 48.49 feet to a point of intersection with the Northerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;
>
> thence South 89 degrees, 47 minutes, 10 seconds West 118.00 feet along said Northerly line of Lot 575 to point of beginning,
>
> and containing 14,740 square feet more or less; hereinafter referred to as "Phase I Property Description."

Section 2. Description of Building. The building is described as follows:

> The building is a two story timber-framed structure resting on a concrete block walk out basement. The six individual units contained within the building each occupy a portion of the three floors and each has an individual patio. The exterior walls are mansard roof shake shingles on second floor, rough sawn plywood in first floor and concrete block in the basement, the floor framing is Douglas Fir and the roof is asphalt shingles. The upper two floors interior unit divider walls are wood frame construction. The building sidewalls are insulated with 3-1/2" fiberglass insulation. The building contains six individual living units numbered from west to east: 417, 419, 421, 423, 425, 427. The building dimensions are approximately 112.75 feet by 27.40 feet. Each occupies the portion of each floor as shown on this plat.

Section 3. Description of Apartments. There are six individual living units located in the building. In each living unit, the basement floor includes family room, utility room and half-bath; the main floor includes living room, kitchen and entry way with closet; and the second floor includes a connecting hall, two bedrooms, three closets and a full bathroom with linen closet.

Each unit has the following immediate common area:

a. Sliding doors to the rear of the first floor leading from the living room to individual patios approximately 20' by 18' 8".

b. Door to the rear on the basement floor leading from the family room to the carport area.

c. Front entry door.

See the attached drawing entitled "Normandy Court Condominiums Phase I," Iowa City, Iowa.

ARTICLE II.

COMMON ELEMENTS

Section 1. General Common Elements. The general common elements and facilities consist of, but are not necessarily limited to, the following:

(a) The land on which the building is erected (see Normandy Court Condominiums Phase I legal description), including utility and roadway easements;

(b) Site improvements such as driveway, access sidewalks, walks, and plantings.

(c) The apartment building, except for the apartment, including exterior walls of each apartment and building, foundation, bearings, division walls, floor and roof structure, perimeter walls, columns and beams, chutes, shafts and chases, water service mains, gas service main, sanitary sewer service main, electric main service entry breaker box, telephone service entry box, building attic;

(d) Attic access located in units 421 and 423, and also a television antenna, amplifier system is located in the attic access above unit 421 (See Section 4 of Article III for easement rights).

Section 2. Limited Common Elements. The limited common elements and facilities consist of, but are not necessarily limited to, the following:

(a) Individual carports are included in the purchase in the following apartment or condominium units as follows: Unit 417 - A & B; Unit 419 - C & D; Unit 421 - E with access through D; 423 - F & G with access through H; 425 - H & I; 427 - J & K. (See Section 4 of Article III for easements rights.)

(b) Air conditioning units with concrete slab and surrounding brick wall.

(c) Entry Sidewalks;

(d) The mailbox assigned to each unit;

(e) Patio including divider fences.

ARTICLE III.

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. Percentage of Total Interest and Voting Rights. The percentage interest which each apartment bears to the entire Horizontal Property Regime is 1/6 or 16.67%. Each apartment shall have one (1) vote with respect to the decision to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property, and with respect to all other matters requiring voting as set forth hereunder. The percentage interest which each apartment bears to the entire Horizontal Property Regime will be adjusted at or before the completion of each subseqent phase, if any, and placed on record in the office of the Recorder of Johnson County, Iowa.

Section 2. Use Restrictions. Each Owner shall use his apartment solely as a private residence for the Owner, Owner's family or Owner's lessee or guests, and no business, professional or other commercial activity of any type shall be operated from or out of any apartment, common element, or limited common element. No Owner shall use or permit such Owner's apartment nor any common element nor any limited common element to be used for any purpose which would void any insurance in force with respect to the project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the project by other Owners. No animal other than normal household pets that weigh less than twenty-five (25) pounds, shall be permitted on the project. No cars shall be stored in the carports or anywhere else on the property and no mechanical repairs to any car or vehicle which would require the car or vehicle to be disabled for more than forty-eight (48) hours shall be permitted in the carport area or anywhere else on the property. The patio and carport areas shall not be used for storage except that an apartment Owner who has a fireplace may store one-half (1/2) cord of firewood in the patio or carport areas. The provisions of this section are subject to the provisions of Section 4(f) of Article III herein.

Section 3. Decoration, Maintenance, Alteration and Repairs.

(a) No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any apartment, or to take any such action with respect to the interior or exterior of any of the common elements or the limited common elements.

(b) Each Owner shall have the right to modify, alter, repair, decorate, or improve the interior of such Owner's apartment, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the buildings or any limited common element or common element, and provided that all such action is performed in good and workmanlike manner.

(c) Each Owner shall maintain such Owner's apartment (including air conditioning system) in good order and repair at all times. If any Owner shall fail to so maintain an apartment, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such apartment in good order and repair, and the cost thereof shall be deemed debt of such Owner to the Association, payable on demand, and payment thereof shall be secured in the same manner as for maintenance expenses charges.

Section 4. Easements.

(a) The physical boundaries of the apartments, the common

elements, and the limited common elements hereto shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising or other movement of the buildings or the land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any such variances, settling, rising or other movement, such easement shall exist so long as the project exists as a condominium regime pursuant to the Act.

(b) There is hereby granted to each Owner an easement in and to that portion of the common elements or limited common elements that is occupied by any part of an Owner's apartment that is not contained within the physical boundaries of such apartment. Without limiting the generality of the foregoing, such easement shall cover the space occupied by heating and air conditioning equipment, utility pipes and lines, and other similar apparatus or equipment which serves only one apartment.

(c) There is hereby reserved to the Association, on a permanent basis, and to the Declarant during its period of development, an easement, in the nature of a right-of-entry, without liability to any and all Owners, to cause its agents, independent contractors, and employees after reasonable notice to enter in and upon any and all apartments for the purpose of enforcing any and all of the provisions of this Section 2 of Article III, for the purpose of maintaining and repairing any portion of an apartment if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance of as reasonably required to promote or protect the general health, safety and welfare of the other Owners.

(d) There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of its development) an easement in, through and upon each and every apartment, for the express purpose of installing and providing in the future, as adopted or approved by the Association, additional or improved private, public or quasi-public utility services, including but not limited to air-conditioning and heating, to such or any other apartment or apartments, providing, however, that such easement, area or use shall not materially reduce the living area of any apartment, nor limit fully enjoyment of its use.

(e) There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of its development) an easement in the nature of a temporary or emergency right of entry into each and every apartment during absence of the Owner or Owners thereof, without notice, for the express and limited purposes of making emergency utility or other repairs to such apartment or adjacent apartments, and each Owner shall be required to deposit with the Association a key for such purpose, which key the Association shall be required to maintain under complete security.

(f) Until such time as all of the apartments in the condominium project have been sold, Declarant reserves the right for itself, its agents and contractors, to make use of its unsold apartments and the common elements, including the use of model apartment or apartments for display, sales office or offices, and installation and display of signs as necessary for its sales program. Such use, however, shall not interfere with the enjoyment of the condominium by the other Owners of apartments.

(g) There is hereby granted to each Owner and to the Association a non-exclusive "Access Easement" more particularly described on Exhibit "D";

(h) There is hereby granted to each Owner and to the Associ-

ation a non-exclusive "Parking Lot Easement to Condominium," as more particularly described on Exhibit "E";

(i) There is hereby reserved to the Declarant and to Owners in future phases a "Parking Lot Easement by Condominium", as more particularly described as Exhibit "F".

(j) There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of development) an easement in, through, and upon units 421 and unit 423 for the express adnd limited purpose of inspecting or making repairs to the utility services located in the attic area, or making improvements to the building through the attic area, (including the television antenna amplifier system above unit 421,) said easement right to be exercised by giving the Owner of unit 421 or unit 423, as the case may be, written notice of intent to enter said apartment.

(k) There is hereby reserved and created in favor of the following apartment Owners an easement for the express and limited purpose of providing ingress and egress to his apartment through the carport area as shown below:

Unit 421 - Easement right through, in, and to carport D.

Unit 423 - Easement right through, in, and to carport H.

Section 5. Carports. Carports shall be limited common elements limited to the exclusive use of the Owner to which such areas are assigned by the Plat. The carport so assigned to any apartment shall be specified in the instrument of conveyance conveying the apartment to its initial Owner. Thereafter, such carport shall be deemed appurtenant to such apartment, and shall be deemed to be transferred with any conveyance of such apartment. Notwithstanding the right of exclusive use granted to any carport in connection with the conveyance of an apartment, such areas shall remain limited common elements and shall be subject to the control of the Association. No Owner shall have any right to lease (other than to another Owner) or convey a parking space separate or apart from his apartment unit to any party, and any such attempted lease or conveyance shall be void, and title to such carport shall revert to the Association. Owners may lease their carports annually to other Owners for a period not in excess of one year. No cars shall be stored in the carports or anywhere else on the property and no mechanical repairs to any car or vehicle which would require the car or vehicle to be disabled for more than forty-eight (48) hours shall be permitted in the carport area or anywhere else on the property.

Section 6. Future Phases. The project as heretofore described shall be known as Phase I. Future phases are contemplated; if and when they proceed, they will consist of the buildings located to the north and to the southeast of the land owned by the Declarant. If and when future phases proceed, appropriate documents will be prepared and recorded as necessary to amend the Declaration of Phase I and to allow the following:

(a) The Parking Lot Easement to Phase I shall be jointly used by all Apartment Owners and guests of Phase I and future phases, and the costs of maintenance thereof shall be shared pro rata between each phase.

(b) The Parking Lot Easement by Condominium (Phase I) shall be granted to all future phases.

(c) The utility services and related easements for electrical, sanitary sewer, storm sewer, telephone, gas, and such other services shall be jointly owned or shared equally in rights thereto by Apartment Owners of Phase I and future phases.

(d) The percentage of total interest which each apartment bears to the entire Horizontal Property Regime shall be adjusted at or before completion of a subsequent phase, if any, and placed on record in the office of the Recorder of Johnson County, Iowa.

The interest conveyed to Owners herein shall be subject to the Declarant's reservations of these easements rights and Declarant retains ownership of same. Owners hereby consent to the execution of said easements in the future when conveyed by Declarant.

ARTICLE IV.

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1. Apartment or Owner's Apartment or Condominium Unit shall mean an enclosed space consisting of one or more rooms occupying part of a floor or floors in a building, which enclosed space is not owned on common with the Owners of other apartments in the project. The boundaries of an apartment shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the building so described and the air space thereby enclosed. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one apartment shall also be included within the definition of an "Apartment", whether such items are located within the space enclosed by the boundaries of such apartment or not.

2. Association shall mean the Normandy Court Condominium Association, an Iowa non-profit corporation to be created after the date hereof, the Members of which shall be the Owners of apartments within the project. The term "Association" shall have the same meaning as the term "Council of co-owners" in the Act.

3. Act shall mean the Iowa Horizontal Property Act as set forth in Chapter 499B of the Code of Iowa, 1977, as admitted from time to time.

4. Board shall mean the Board of Directors of the Association.

5. Building shall mean the building situated on the land.

6. Bylaws shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

7. Carport shall mean the limited common element assigned to individual apartments and shown on the Plat.

8. Declarant or Developer shall mean Eyman Management and Investment Corporation and any successor or affiliate entities, provided such successors or assign are designated in writing by the preceding Declarant or Developer as such.

9. Maintenance Expense Charge shall mean the assessment levied for management and operation of the project and for repairs, maintenance, insuring, and operation of the common elements and limited common elements, except patios (including reserves for replacements).

10. Maintenance Fund shall mean any accumulation of the maintenance expense charges collected by the Association for the continued maintenance, repair and operation of the project.

11. Current Expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a

reasonable allowance for contingencies and working under, expect expenditures chargeable to reserves, to additional improvement, or to operation The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

12. Reserve for Replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

13. Additional Improvements shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

14. Member shall mean a member of the Association, as more particularly described in Article V. hereof.

15. Mortgage shall mean a security interest, mortgage or lien granted by an Owner in and to, or against, an apartment to secure the repayment of a loan, and duly filed for record in the Recorder of Johnson County, Iowa.

16. Mortgagee shall mean the person who holds a Mortgage as security for repayment of a debt.

17. Owner shall mean any person, firm, corporation, or other entity which owns, of record, title to an apartment in the project.

18. Project or Condominium Project shall mean the land, the building, the apartments, the limited common elements, and the common elements, the use of the term "Project or Condominium Project" herein being designed and intended to refer to the entire condominium regime hereby established.

19. Rules and Regulations shall mean the rules adopted from time to time by the Board of Directors of the Association concerning the management and administration of the Project for the use and enjoyment of the Owners.

ARTICLE V.

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the Bylaws and in the Rules and Regulations.

Section 2. Membership in Association. Each Owner, including Developer, shall be a Member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of an Apartment, howsoever achieved, including without limitation by foreclosure of a lien upon an Apartment, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association. If there are one or more Owners of an Apartment, then such Owners shall designate one of their number as the Member of the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 3. Initial Board of Directors, Election of First Board. The initial Board of Directors of the Association shall be Jerry L. Eyman and Darrell P. Eyman, sometimes hereinafter referred to as "initial Board" or "initial Board of Directors." Such Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. Election of the first Board of Directors shall be held within sixty (60) days after Declarant as conveyed, by deeds duly executed and recorded, five of the apartments. Thereafter, elections shall be held as set forth in the Bylaws.

Section 4. Meetings of Board of Directors. The Board of Directors shall meet as set forth in the Bylaws.

Section 5. Voting of Members. Each Member, including Developer, shall have a vote or votes in the Association on the basis of one (1) vote for each apartment owned.

(a) Joint and Multiple Owner Disputes. The vote or votes for each apartment must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain apartment, it will thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same apartment. In the event more than one vote is cast for a particular apartment, none of said votes shall be counted and said votes shall be deemed void.

(b) Common or Joint Ownership. In the event that more than one person shall at any time be the Owner of any apartment, all such persons shall be Members and the vote for such apartment shall be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any apartment.

(c) Lienholders and Mortgagees. Persons or entities holding an interest in an apartment merely as security for performance of an obligation shall not be considered members or vote.

ARTICLE VI.

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 1. Payment of Maintenance Expenses. Each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance Expense Charge for the expenses and administration of the Project and the maintenance and operation of the common elements and the limited common elements which portion shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the common elements or any limited common elements, or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations.

Section 2. Budgets; Establishment of Maintenance Expense Charge and Maintenance Fund. Upon the recordation of this Declaration, the initial Board shall meet and establish a budget for the operation and maintenance of the Project for that portion of the calendar year then remaining, which budget shall set forth the Board's reasonable estimate of all expenses which the Association will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements to common elements and limited common elements. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and estab-

lish such a budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the common elements and limited common elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner.

The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the annual meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such member. Notwithstanding the foregoing, however, in the event the membership disapprove the proposed budget or the Board fails for any reason to so determine the budget and assessment for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. If the Board at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the common elements and limited common elements, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the common elements or limited common elements, or to make up for any deficiencies caused by nonpayment of Maintenance Expense Charges by Owners. Prior to the Election Date special assessments may be assessed by the Board. After the Election Date no special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association. Any such special assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Maintenance Expense Charge.

Section 4. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and shall bear interest at the rate of nine percent (9%) per annum thereafter until paid. In order to secure payment of the Maintenance Expense Charge, there is hereby reserved by Declarant in favor of and herein and hereby assigned and transferred to the Association, a lien which shall be enforceable through appropriate judicial proceedings by the Association. Said lien shall be subordinate in all respects to any purchase money mortgage, or mortgage refinancing a purchase money mortgage. In addition to the liens hereby retained and created, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, upon ten (10) days written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

(a) The Association may restrict the rights of such nonpaying Owner to use the common elements and limited common elements in such manner as the Association deems fit or appropriate;

(b) The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 5. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit and welfare of the Project and the Owners.

Section 6. Initial Assessment of Maintenance Expense Charge. There is hereby assessed, against each apartment and Owner, an initial Maintenance Expense Charge equal to the respective Percentage Interest multiplied by the budget initially adopted by the Board. Such initial Maintenance Expense Charge is subject to increase (but shall not be decreased) in accordance with Section 3 of this Article VI.

ARTICLE VII.

INSURANCE

Section 1. General Provisions. The Board shall obtain insurance for the Project as follows, in such amounts as the Board may deem appropriate, except where otherwise specifically indicated, the premiums for which shall be borne by the Maintenance Fund:

(a) Insurance on the building (including apartments), common elements and limited common elements against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Iowa, which, subject to the policy contract limitations, insures against all risks of physical loss, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of the building (including apartments), common elements, and limited common elements, shall be determined annually by the Board, who may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund.

(b) EXCESS AND UMBRELLA LIABILITY INSURANCE with a minimum limit of $1,000,000 each occurrence (and to include Personal Injury Liability). Such insurance contract reflecting the existence of underlying insurance as described in Paragraphs (c) and (d) below described herein.

(c) COMPREHENSIVE GENERAL LIABILITY with such limits as to comply with underlying limits prescribed by the aforementioned Excess and Umbrella Liability insurance contract for Bodily Injury and Property Damage Liability claims arising in the course of the operations of the Association. Such Comprehensive General Liability insurance additionally to include the operation of all owned, non-owned and hired automobiles. Any policy obtained pursuant to this subsection (c) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her or their action or actions against another named insured.

(d) Such other insurance in such reasonable amounts as the Board shall deem desirable.

Section 2. Policies. All insurance provided for this Article shall be effected with licensed insurers authorized to do business in the State of Iowa. All such policies of insurance shall name as insured the Association, as Trustee for each Owner as their interest may appear, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character

described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to apartments damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 7 shall be held and disbursed by a bank named by the Board, as Trustee.

Section 3. Future Laws. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Iowa, the Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his apartment and of the limited common elements, subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided.

ARTICLE VIII.

FIRE OR CASUALTY: REBUILDING

Section 1. Determination of Loss.

(a) In the event of fire or other casualty causing damage or destruction to the building, the Board shall, within thirty (30) days of the date of the damage or destruction to all or part of the property determine whether such loss comprises more than two-thirds (2/3) of the building. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds (2/3) of the cost of reconstructing the building as it existed immediately prior to such fire or other casualty which does not comprise more than two-thirds (2/3) of the building, unless otherwise unanimously agreed to by the Owners, the building shall be repaired and reconstructed substantially in accordance with the original plans and specifications therefor.

(b) In the event that fire or other casualty damages or destroys the whole or more than two-thirds (2/3) of the building, which determination shall be made in the manner hereinabove set forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be delivered to the bank selected by the Board of Directors, and the condominium regime established by this Declaration shall terminate. Upon such termination, the apartments, common elements and limited common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner.

Section 2. Rebuilding

(a) If it is determined that the building shall be repaired and reconstructed, then said reconstruction or repair shall be completed in accordance with the original plans and specifications and shall be undertaken pursuant to the terms and conditions of the insurance policy in existence at the time of the damage.

(b) In the event that such insurance proceeds are insufficient to provide for such repair, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to their Percentage Interests. Such special assessments shall not require the consent of the members notwithstanding the provisions of Section 4 of Article VI hereinabove. If any Owner shall fail to pay such special assessments when due, the Board may make up the deficiency by payment from the Maintenance Fund. Payment of such assessments shall be enforced as provided for in Section 5 of Article VI hereinabove.

Section 3. Repair of Apartments. Each Owner shall be responsible for the reconstruction, repair and replacement of all personal and other property in or part of his apartment and which is not a common element or limited common element.

ARTICLE IX.

EMINENT DOMAIN

Section 1. General Provisions. If all or any part of the Project is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and Mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be borne by the Maintenance Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 2. Common Elements; Limited Common Elements Not Subject to Exclusive Use. In the event that any action in eminent domain is brought to condemn a portion of the common elements, or any limited common elements that are not exclusively limited to the use of the Owner of one apartment (hereafter in this Section 2 of Article IX, only, all references to limited common elements shall be deemed to be references only to such limited common elements) the Board shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of common elements or limited common elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the members, by a majority vote, shall decide whether to replace or restore as far as possible the common elements or such limited common elements so taken or damaged.

Section 3. Taking of Less than Two-thirds of Apartments and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds (2/3) of the total number of apartments or those limited common elements reserved for the exclusive use of the Owner of one apartment (hereafter in this Section 3 of Article IX only, all references to limited common elements shall be deemed to be references only to such limited common elements), or both, then the damages and awards for such taking and the payment therof shall be determined in accordance with the following:

(a) The Board shall determine which of the apartments damaged by such taking may be made tenantable and which limited common elements may be made usable for the purposes set forth in this Declaration.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining apartments and limited common elements (including those which may be made tenantable or usable) in the manner provided in this Declaration.

(c) If the Board determines that is not reasonably practicable to operate such remaining apartments and limited common elements, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests, and the condominium regime hereby established shall terminate.

(d) If the Board determines that it will be reasonably practicable to operate such remaining apartments and limited common elements, then the damages and awards made with respect to each apartment and limited common element which has been determined to be capable of being made tenantable or unable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those apartments which are being repaired or reconstructed so as to be made tenantable and against those Owners who have the exclusive right of use of the limited common elements being made usable. With respect to those apartments and limited common elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such apartment or has the exclusive right of use of the limited common elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such apartments and limited common elements, if any, shall be come a part of the common elements and the repair and use thereof shall be determined by the Board. Those apartments which may not be made tenantable shall no longer be a part of the Project and the Percentage Interest appurtenant to each remaining apartment of the Project shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the common elements among the reduced number of Owners. After making such adjustment the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each apartment to be duly recorded.

Section 4. Taking in Excess of Two-thirds of Apartments and Limited Common Elements Subject to Exclusive Use. If the entire Project is taken, or two-thirds (2/3) or more of the apartments and limited common elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners thereof (or the Owners entitled to such exclusive use), in proportion to their Percentage Interests and the condominium regime hereby established shall terminate upon such payment. Upon such termination, the apartments, common elements and limited common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners, as tenants-in-common, their respective Percentage Interests.

Section 5. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxed or assessments by governmental authorities past due and unpaid with respect to that apartment; secondly, to amounts due under any Mortgages; thirdly, to the payment of any unpaid Maintenance Expense Charges or special assessments charged to or made against the apartment; and finally to the Owner of such apartment.

ARTICLE X.

AMENDMENTS TO DECLARATION: BYLAWS

Section 1. General Provision. Except as otherwise provided by law, after the election of the "first Board of Directors", the provisions hereof may be amended by an instrument in writing, signed by members having not less than two-thirds (2/3) of the votes in the Association entitled the vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the Recorder of Johnson County, Iowa. Declarant reserves the right to amend the provisions hereof at any time, and from time to time, prior to the election of the first Board of Directors. The Bylaws of the Association may be amended as therein set forth.

Section 2. Mortgage Protections. Notwithstanding Section 1 above, unless at least three-fourths (3/4) of the Mortgagees, based on one vote for one Mortgagee, or Owners (excepting the Developer) of the apartments have given prior written approval, neither the Owners nor the Association shall be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium regime; or

(b) change the pro rata interest or obligations of any apartment for:

(i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each apartment in the common elements, or

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, except for granting public utility easements.

ARTICLE XI.

LEASING OF APARTMENTS

Each Owner shall have the right to lease or sublet such Owner's apartment and assigned carports as for the purpose of a private residence, the leasing of said apartment and carports shall be to the person or persons residing in said apartment, subject to the provisions of Article III hereof.

ARTICLE XII.

MORTGAGEE PROTECTIONS

Anything to the contrary notwithstanding, contained in Section 1 of Article X of this Declaration, until termination of the Condominium Regime as herein provided, for protection of mortgagees, THAT:

Section 1. Written Approval. The prior written approval of each institution or other holder of a first mortgage lien on units in the Project will be required for at least the following:

(a) The abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain;

(b) Any material amendment to this Declaration or to the Bylaws of the Association, including, but not limited to, any amendment

which would change the percentage interests of the unit Owners in the Project;

Section 2. Subordination of Common Expense Lien. Any lien which the Association may have on any unit in the Project for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

Section 3. First Mortgage Holders' Rights. Any institutional or other holder of a first mortgage on a unit in the Project will, upon request, be entitled to: (a) inspect the books and records of the Association during normal business hours; and (b) receive an annual financial statement of the Association within 90 days following the end of any fiscal year of the Project; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 4. Insurance Proceeds Upon Damage. In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional or other holder of any first mortgage of a unit will be entitled to timely written notice of any such damage or destruction and no provision of this Declaration or any other document establishing the Project will entitle the Owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of any insurance proceeds.

Section 5. Condemnation. If any unit or portion thereof of the Project or the common elements or any portion thereof of the Project is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional or other holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of this Declaration or any other document establishing the Project shall entitle the Owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of the proceeds of any award of settlement.

Section 6. Rights of First Refusal. The right of a unit Owner to sell, transfer, or otherwise convey the Owner's unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 7. Rights of Lienholders Under Foreclosure. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Project units including the mortgaged unit.

Section 8. Notice to Mortgagee. Upon written request, any Mortgagee shall be entitled, with respect to any apartment as to which it has a mortgage, to written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the Bylaws.

ARTICLE XIII.

INSPECTION--WAIVER

Each purchaser of an apartment has full opportunity and shall be

under a duty to inspect and examine the apartment to be purchased by him prior to his purchase thereof, and agrees that the apartment is purchased as actually and physically existing. By a purchaser filing his deed therefor, each and every such purchaser of an apartment agrees for himself, his heirs, executors, administrators and assigns, that the square footage, size and dimensions of each unit, and each area constituting any part of the common elements as set out and shown in this Declaration or the plat attached hereto as Exhibit "B" are based upon relative percentages and square footages which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footages of any specific portion of the project property, and that the Declarant does not warrant, guarantee or represent any apartment or any area constituting any part of the common elements contains precisely the area, square footage or dimensions shown by the plat thereof; and each purchaser of an apartment, for himself, his heirs, executors, administrators and assigns, expressly waived any claims or demand of any kind or nature which he could possibly have against Declarant or any person whomsoever on account of dimensions actually and physically existing and the size, square footage and dimensions shown on the plat attached hereto. In interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of any unit or of any unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the building, and regardless of variances between boundaries as shown on the plat and the actual boundaries of the building.

ARTICLE IX.

MISCELLANEOUS

Section 1. Partition. The common elements and limited common elements shall remain undivided and shall not be subject to any action for partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such partition may be effected until consent is had from all Mortgagees or all Mortgages are paid in full.

Section 2. Severability. In the event of the inability of partial invalidity of unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof.

Section 4. Covenant Running with Land. Subject to change according to Article X, Section 1, the terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the Developer, all Owners, and their heirs, legal representatives, successors, and assigns.

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the common elements and the Project may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 6. Exhibits. Exhibits "A" through "G" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

EXECUTED this 14 day of November, 1978.

EYMAN INVESTMENT MANAGEMENT CORPORATION

Robert W. Burns

By: Jerry L. Eyman, President

Nancy Lewis Burns

By: Jan G. Eyman, Secretary

STATE OF IOWA)
) SS.
JOHNSON COUNTY)

On this 14th day of November, 1978, before me a Notary Public in and for the State of Iowa, personally appeared Jerry L. Eyman and Jan G. Eyman to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Jerry L. Eyman and Jan G. Eyman as such officers acknowlegded the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL

Notary Public in and for the State of Iowa

STATE OF WISCONSIN)
) SS.
COUNTY)

On this 10th day of November, 1978, before me a Notary Public in and for the State of Iowa, personally appeared Robert W. Burns and Nancy Lewis Burns to me personally known to be the persons who executed the above and foregoing Declaration of Covenants, Conditions and Restrictions and acknowledged the execution of the same to be their own voluntary act and deed.

WITNESS my hand and Notarial Seal the day, month and year last above written.

NOTARIAL SEAL

Notary Public in and for the State of ~~Iowa~~ Wisconsin My Commission Expires Feb. 8, 19

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EXHIBIT C

NORMANDY COURT CONDOMINIUMS PHASE I

IOWA CITY, IOWA

STATE OF IOWA)
) SS.
COUNTY OF JOHNSON)

I, Richard D. Kratoska, being first duly sworn an oath, depose and state that I am a Professional Engineer authorized and licensed to practice my profession in the State of Iowa.

That attached hereto are the following plans drawn by Bob Burns Construction Company:

DRAWING NO.	DATE
178438-3	11-1-78
178438-4	11-2-78
178438-5	12-1-71
178438-6	11-3-78
178438-7	3-3-72
178438-8	12-18-71

That by nondistrictive field observation, said plans show graphically, insofar as reasonably possible the building located on the Normandy Court Condominiums Phase I site.

RICHARD D. KRATOSKA REGISTERED 5382 PROF. ENGINEER & LAND SURVEYOR IOWA

Richard D. Kratoska, P.E. & L.S.
Iowa Registration No. 5382

Subscribed and sworn to before me by Richard D. Kratoska on this 14th day of November, 1978.

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Vickie L. Tompkins
Notary Public in and for the State of Iowa

VICKIE L. TOMPKINS
MY COMMISSION EXPIRES
September 30, 1981

SHIVE-HATTERY & ASSOCIATES

EXHIBIT "D"

NORMANDY COURT CONDOMINIUMS

PHASE I

ACCESS EASEMENT

Commencing as a point of reference at the Northwesterly corner of Lot 575, Part 11B, Court Hill, an addition to Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18 , Page 47 ;

thence South 0° 04' 30" East 116.38 feet along the Westerly line of said Lot 575 as shown on plat recorded in Johnson County Recorder's Office Plat Book 18 , Page 47 to a point (this is an assumed bearing for purposes of this description only);

thence North 89° 42' 20" East 166.41 feet to a point of intersection with a line parallel with and measured in an Easterly direction 108.74 feet perpendicularly from the Easterly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18 Page 47 and point of beginning of tract herein described;

thence North 0° 20' 00" East 80.52 feet along said line parallel with and measured in a westerly direction 108.74 feet perpendicularly from the easterly line of Lot 575 to a point of intersection with a line parallel with and measured in a Southerly direction 35.63 feet perpendicularly from the Northerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18 , Page 47 ;

thence North 89° 47' 10" East 108.74 feet along said line parallel with and measured in a Southerly direction 35.63 feet perpendicularly from the Northerly line of Lot 575 to a point of intersection with the Easterly line of said Lot 575;

thence North 0° 20' 00" East 35.63 feet along said Easterly line of Lot 575 to a point of intersection with said Northerly line of Lot 575;

thence South 89° 47' 10" East 157.63 feet along said Northerly line of Lot 575 to a point;

thence South 42° 52' 00" East 48.49 feet to a point;

thence South 0° 22' 30" East 80.21 feet to a point;

thence North 89° 42' 20" East 14.78 feet to point of beginning.

EXHIBIT "E"

NORMANDY COURT CONDOMINIUMS

PHASE I

PARKING LOT EASEMENT TO CONDOMINIUM

LEGAL DESCRIPTION

Commencing as a point of reference at the Northwesterly corner of Lot 575, Part 11B, Court Hill, an addition to Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18 , Page 47 ;

thence South 0° 04' 30" East 101.38 feet along the Westerly line of said Lot 575 as shown on plat recorded in Johnson County Recorder's Office Plat Book 18 , Page 47 , to point of beginning of tract herein described (this is an assumed bearing for purposes of this description only);

thence North 89° 42' 20" East 151.63 feet to a point;

thence South 0° 22' 30" East 15.00 feet to a point;

thence South 89° 42' 20" West 151.63 feet to a point of intersection with the Westerly line of said Lot 575;

thence North 0° 04' 30" West 15.00 feet along said Westerly line of Lot 575 to point of beginning.

EXHIBIT "F"

NORMANDY COURT CONDOMINIUMS

PHASE I

PARKING LOT EASEMENT BY CONDOMINIUM

LEGAL DESCRIPTION

Commencing as a point of reference at the Northwesterly corner of Lot 575, Part 11B, Court Hill, an addition to Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18 , Page 47 ;

thence South 0° 04' 30" East 86.38 feet along the Westerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18 , Page 47 to point of beginning of tract herein described (this is an assumed bearing for purposes of this description only);

thence North 89° 42' 20" East 151.63 feet to a point;

thence South 0° 22' 30" East 15.00 feet to a point;

thence South 89° 42' 20" West 151.63 feet to a point of intersection with the Westerly line of said Lot 575;

thence North 0° 04' 30" West 15.00 feet along said Westerly line of Lot 575 to point of beginning.

EXHIBIT "G"

BYLAWS

OF

NORMANDY COURT CONDOMINIUMS ASSOCIATION

Article I. Offices

Section 1. The principal office of the Corporation in the State of Iowa shall be located in the County of Johnson. The Corporation may have such other offices, either within or without the State of Iowa, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 2. The registered office of the Corporation required by the Iowa Business Corporation Act to be maintained in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

Article II. Definitions

Section 1. "Declaration" shall mean the declaration, as amended from time to time, establishing Normandy Court Condominiums as a condomimium regime in Iowa City, Johnson County, Iowa pursuant to Chapter 499B of the Code of Iowa (1977), a copy of which Declaration is recorded in the Office of the Recorder of Johnson County, Iowa.

Section 2. All terms used herein shall have the meaning given thereto in the Declaration unless expressly stated to the contrary herein.

Section 3. "Association" shall mean the Normandy Court Condominiums Association.

Section 4. "Articles of Incorporation" shall mean the articles of incorporation of the Association, as amended from time to time.

Section 5. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

Section 6. "Director" shall mean a member of the Association's Board of Directors.

Section 7. "First Board of Directors" or "First Board" shall mean the first Board of Directors elected by the members and shall not mean the "initial Board of Directors".

Section 8. "Initial Board of Directors" or "Initial Board" shall mean the Board of Directors appointed by the Declarant consisting of Jerry L. Eyman and Darrell P. Eyman.

Section 9. "Member" shall mean those persons entitled to membership in the Association as provided in the Declaration.

Section 10. "Property" shall mean that real property described in the Declaration.

Section 11. "Owner" shall mean any person, firm, corporation, or other entity which owns, or record, title to an Apartment in Normandy Court Condominiums.

References to "he" or "him", or "his" shall include the feminine gender as well as the masculine.

Article III. Members, Meetings and Voting Rights

Section 1. Composition and Powers. Every Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns

an Apartment, all as more fully set out in the Declaration. Membership shall be appurtenant to, and may not be separated from, the ownership of any Apartment.

Upon any transfer of ownership of an Apartment, howsoever accomplished, the new Owner acquiring or succeeding to such ownership shall provide the Secretary of the Association with (1) a copy of the recorded deed or document transferring title to such Apartment; and (2) a copy of mortgage, deed of trust or lien thereof, if any, created pursuant to such transfer of title, whereupon such new Owner shall automatically succeed to such membership in the Association.

Except as otherwise provided in these Bylaws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called, upon ten (10) days prior written notice to the Members, by the "initial Board of Directors" of the Association. Such meeting shall be called within sixty (60) days after the fifth (5th) Apartment has been conveyed by Declarant by deeds duly executed, acknowledged, delivered and recorded.

(b) Thereafter, the annual meeting of the Members shall be held on the third Monday in the month of January of each year at 8:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

(c) At the annual meeting, Members shall elect directors, approve and adopt an annual budget, confirm appointment of committees and transact such other business as may otherwise be scheduled or which may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called at any time by the President of by a majority of the Board of Directors, or upon written request of fifty (50) Members.

Section 4. Notice of Meetings.

(a) Written Notice. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(b) Voting List. At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, with address of each and the number of votes entitled to be voted, shall be prepared by the Secretary. The list, for a period of ten (10) days prior to the meeting, shall be kept on file at the office of the Association and shall be subject to inspection by any Member at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast thirty-three percent (33%) of the votes in the Association shall constitute a quorum for any action, except for amendment to these Bylaws when a quorum of not less than sixty-six percent (66%) of the Members shall constitute a quorum, and as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Apartment.

Section 7. Voting. Each Member shall have a vote or votes in the Association on the basis of one vote for each Apartment owned by such Member, as set forth in Section 5 of Article V. of the Declaration. Any vote may be taken by voice or by show of hands unless someone entitled to vote objects, in which case written ballots shall be used.

Article IV. Board of Directors

Section 1. General Powers. The business and affairs of the Corporation shall be managed by its Board of Directors.

Section 2. Number, Tenure and Qualifications. Until the conveyance of the fifth (5th) Apartment by the Declarant by deed, the affairs of the Association shall be managed by a Board of two (2) Directors appointed by Declarant. The first meeting of Members after the conveyance of the fifth (5th) Apartment by the Members shall elect a board of three (3) directors to manage the affairs of the Association to take office immediately upon their election. The membership of the Board of Directors shall be increased from three (3) Members to five (5) Members at the first annual meeting after the conveyance of the thirteenth (13th) Apartment by Declarant by deed, the election of said five (5) Member Board of Directors to be held at said annual meeting. Thereafter, the Directors shall be elected by and from membership at its annual meeting and shall act as such until their successors are duly elected and qualified. No more than one (1) Owner of any Apartment shall serve upon the Board of Directors, nor may any person who does not reside within Normandy Court Condominiums serve on the Board of Directors.

Section 3. Removal. No Member of the "initial Board of Directors" appointed by Declarant shall be subject to removal by the Members. Thereafter, any Director may be removed from the Board of Directors, with or without cause, by an affirmative vote of a majority of all votes in the Association represented at a special meeting called for such purpose. In the event of death, resignation or removal of a Director, his successor shall be elected by the remaining Members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. By resolution of the Board of Directors, a Director may be paid for his or her actual expenses in the performance of his or her duties. However, no Director shall receive compensation for attending meetings of the Board of Directors. However, nothing shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 5. Quorum. At meetings of the Board of Directors a majority of the number of Directors fixed by these Bylaws shall constitute a

quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by statute, the Articles of Incorporation, or these Bylaws. If a quorum is not present at a meeting of the Board of Directors the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Nominations. Nominations for election to the Board of Directors may be made from the floor of the annual meeting or by written petition signed by five (5) Members of the Association.

Section 8. Election. Election to the Board of Directors shall occur at a regular or special meeting of the Association. If requested by any Member, the balloting shall be secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

Section 9. Meetings. Meetings of the Board of Directors shall be held when called by the President or at written request of any two (2) Members of the Board, after not less than three (3) days written notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

Section 10. Procedure. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the Association.

Section 11. Power and Duties. The Board of Directors, for the benefit of the members, shall have the following powers and duties:

(a) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by the membership by other provisions of these Bylaws, Articles of Incorporation, or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation, and Bylaws.

(c) To purchase and maintain as a common expense adequate general liability insurance and to purchase and maintain officers' and directors' liability insurance.

(d) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

Article V. Officers and Their Duties

Section 1. Number. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected

annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interests of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive officer of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. In general he shall perform all duties incident to the office of President and all such other das may be prescribed by the Board of Directors from time to time.

Section 6. The Vice-Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting, shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. The Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in a book provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. The Treasurer. If required by the Board of Directors the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the the President or by the Board of Directors.

Article VI. Budget and Assessment

It shall be the duty of the Board, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated costs of operating the condomimium during the coming year including an adequate reserve fund. Such budget shall include a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements to common elements and limited common elements. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the common elements and limited common elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such Member. The Board shall

cause the budget and the assessments to be levied against each unit for the following year to be delivered to each Member at least fifteen (15) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership. Notwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Article VII. Contracts, Loans, Checks and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents or the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Article VIII. Miscellaneous

Section 1. Covenants to Obey Laws, Rules and Regulations. Each Member shall be subject to the Declaration and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state and federal government having jurisdiction over the Property or any part thereof.

Section 2. Procedures. The Board shall not impose a fine, suspend voting or infringe upon any other rights of a Member or other occupant for violations of rules unless and until the following procedure is followed:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposition of sanction after notice if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement wihtout penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. The notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice;

(iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Member subject the procedure and hearing as set forth herein shall have the right to present evidence (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his own expense.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year except that the first fiscal year shall begin on the date of incorporation.

Section 4. Amendment. These Bylaws made be amended, at a regular or special meeting of the Board of Directors, by a vote of three-fourths (3/4) of the Board present, in person or in proxy, so long as notice of the proposed Bylaw change and of the time and place of meeting which said Bylaw change is to be voted upon was given to the Members at least ten (10) days in advance of the meeting.

Section 5. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control.

Article IX. Seal

This Association shall have no corporate seal.

ADOPTED this _____ day of _____, 1978.

NORMANDY COURT CONDOMINIUMS ASSOCIATION

By: _____
President

By: _____
Secretary

Pd 3.00

9466

FILED NO.
BOOK 543 PAGE 405

1979 MAY 18 AM 8:29

JOHN E. O'REILL
RECORDER
JOHNSON CO., IOWA

AFFIDAVIT

STATE OF IOWA
SS
JOHNSON COUNTY

I, RICHARD D. KRATOSKA, after being first duly sworn on oath do depose and state:

1. That I am a registered engineer and land surveyor in the State of Iowa and that I am the surveyor who prepared the legal description of the Normandy Court Condominums Phase 1 Access Easement as shown on Exhibit D of the Declaration of Covenants, Conditions and Restrictions for Normandy Court Condomiums Phase 1 recorded in Book 532, page 121, Office of the Johnson County Recorder.

2. That the seventh paragraph of said legal description inadvertently referred to "east" rather than "west" after the bearing of South 89° 47' 00"; said seventh paragraph should read as follows: South 89° 47' 00" West 157.63 feet along said Northerly line of Lot 575 to a point.

3. That the error contained in said paragraph seven was a scrivener's error.

DATED this 4th day of May, 1979.

RICHARD D. KRATOSKA
REGISTERED
5382
PROF. ENGINEER & LAND SURVEYOR
IOWA

RICHARD D. KRATOSKA
Registered Engineer & Land Surveyor
Iowa Registration No. 5382

SUBSCRIBED and sworn to before me by RICHARD D. KRATOSKA this 4th day of May, 1979.

NOTARIAL SEAL IOWA
MICHAEL L. KAMMERER
MY COMMISSION EXPIRES
September 30, 1979

Notary Public in and for the State of Iowa

405

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS,

144.00 paid NORMANDY COURT CONDOMINIUMS, PHASE NO. 1

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, NORMANDY COURT CONDOMINIUMS, PHASE NO. 1, is made and executed this 1 day of June, 1979 by Eyman Management and Investment Corporation, an Iowa Corporation, hereinafter called "Declarant"

WITNESSETH:

WHEREAS, Declarant created a condominium regime known as "Normandy Court Condominiums, Phase No. 1" by the recording of a Declaration of Covenants, Conditions and Restrictions on November 14, 1978 in Book 532, page 121, Records of Johnson County, Iowa;

WHEREAS, Declarant is now ready to file a Declaration of Covenants, Conditions and Restrictions, Normandy Court Condominiums, Phase No. II to incorporate eight (8) additional condominium units into said condominium regime;

WHEREAS, Article X, Section 1 of the Declaration to Phase No. 1 gives the Declarant the right to amend the provisions of the Declaration of Covenants, Conditions and Restrictions of Phase No. 1 prior to the election of the first Board of Directors;

WHEREAS, Declarant believes said Declaration needs to be amended as set forth herein;

NOW THEREFORE, the Declaration of Covenants, Conditions and Restrictions, Normandy Court Condominiums, Phase No. 1, is amended as follows:

1. Article III, Section 1, Percentage of Total Interest and Voting Rights. Section 1 of Article III is hereby amended by deleting the first sentence and inserting in lieu thereof the following:

> The percentage interest which each apartment bears to the entire Horizontal Property Regime is 1/14 or 7.14%

See Amendment BK 1866 Pg 90 2-7-95

2. Article X, Section 2, Mortgage Protection. Section 2 of Article X is hereby amended by adding the following sentence to the beginning of said section:

> Declarant reserves the right to amend Article III, Section 1, entitled "Percentage of Total Interest and Voting Rights" in the event Declarant merges additional phases into this condominium regime and said Amendment may be made without the approval of the mortgagees or owners.

The second sentence of Section 2 of Article X is hereby amended by adding the following phrase at the beginning of said sentence:

> Except where Declarant merges additional phases into this condominium regime . . .

3. Article VIII, Section 1, Determination of Loss. Section 1 of Article VIII is hereby amended by deleting the reference to the word "building" throughout said Section and inserting in lieu thereof the word "buildings".

See Amendment Bk 560 Pg 386 (12-10-79)

10285

FILED NO.
BOOK 544 PAGE 212
1979 JUN -8 PM 3:52
JOHN E. O'REILLY
RECORDER
JOHNSON CO., IOWA

4. Attached hereto are three (3) "Consent to Amendment" documents which have been executed by First National Bank, Iowa City, Iowa, American Federal Savings and Loan Association of Central Iowa, and the First Federal Savings and Loan Association of Davenport, Iowa, which are the three (3) mortgagees of the condominium units located in Normandy Court Condominiums, Phase No. 1.

DATED this 1 day of June, 1979.

DECLARANT

EYMAN MANAGEMENT AND INVESTMENT CORPORATION

BY _____
JERRY L. EYMAN, President

BY _____
JAN G. EYMAN, Secretary

STATE OF IOWA
SS
JOHNSON COUNTY

ON this 1 day of June, 1979, before me a Notary Public in and for the State of Iowa, personally appeared Jerry L. Eyman and Jan G. Eyman, each of whom to me are personally know, and each of whom by me severally sworn on oath for himself did say that the said Jerry L. Eyman is the President and the said Jan G. Eyman is the Secretary of the said Corporation, that no seal has been procured by the said Corporation and that said Instrument was signed on behalf of the said Corporation by authority of its Board of Directors, and the said Jerry L. Eyman as President and the said Jan G. Eyman as Secretary did severally acknowledge said Instrument to be the voluntary act and deed of the Corporation.

WITNESS my hand and Notarial Seal the day, month and year last above written.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL

213

CONSENT TO AMENDMENT

COMES NOW, American Federal Savings and Loan Association of Central Iowa and hereby consents to the Amendment to Declaration of Covenants, Conditions and Restrictions, Normandy Court Condominiums, Phase No. 1 and hereby grants its approval of said Amendment.

DATED this 4th day of June, 1979.

AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CENTRAL IOWA

No Seal

BY _____
NOLAN L. RUMBLEY,
Senior Vice-President

BY _____
Patsy R. Wallace
Assistant Secretary

STATE OF IOWA
SS
POLK COUNTY

On this 4th day of June, 1979, before me a Notary Public in and for the State of Iowa, personally appeared Nolan Rumbley & Patsy R. Wallace who to me is personally known and to me sworn on oath for himself did say that the said Nolan Rumbley is the Senior Vice-President Patsy R. Wallace is the Assistant Secretary of the said Corporation, and the seal affixed to the above instrument is the corporate seal of the said Corporation, and that said Instrument was signed and sealed on behalf of said Corporation, by authority of its Board of Directors, and the said Nolan Rumbley as Senior Vice President did acknowledge said Instrument to be and Patsy R. Wallace the voluntary act and deed of the Corporation.

WITNESS my hand and Notarial Seal the day, month and year last above written.

Judith E. Price
Notary Public in and for the
State of Iowa

My commission expires 9/30/79

NOTARIAL SEAL

214

CONSENT TO AMENDMENT

COMES NOW, American Federal Savings and Loan Association of Central Iowa and hereby consents to the Amendment to Declaration of Covenants, Conditions and Restrictions, Normandy Court Condo-iminums, Phase No. 1 and hereby grants its approval of said Amendment.

DATED this 4th day of June, 1979.

AMERICAN FEDERAL SAVINGS AND LOAN ASSOCIATION OF CENTRAL IOWA

No Seal

BY _____
NOLAN RUMBLEY,
Senior Vice-President

BY _____
Patsy R. Wallace
Assistant Secretary

STATE OF IOWA
SS
POLK COUNTY

On this 4th day of June, 1979, before me a Notary Public in and for the State of Iowa, personally appeared Nolan Rumbley & Patsy R. Wallace who to me is personally known and to me sworn on oath for himself did say that the said Nolan Rumbley is the Senior Vice-President of the said Corporation, and the Seal affixed to the above instrument is the corporate seal of the said Corporation, and that said Instrument was signed and sealed on behalf of said Corporation, by authority of its Board of Directors, and the said Nolan Rumbley as Senior Vice President did acknowledge said Instrument to be the voluntary act and deed of the Corporation.

Patsy R. Wallace is Assistant Secretary and Patsy R. Wallace Assistant Secretary

WITNESS my hand and Notarial Seal the day, month and year last above written.

_____ Judith E. Price
Notary Public in and for the
State of Iowa

My commission expires 9/30/79

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NOTARIAL SEAL

CONSENT TO AMENDMENT

COMES NOW, First National Bank, Iowa City, Iowa and hereby consents to the Amendment to Declaration of Covenants, Conditions and Restrictions, Normandy Court Condominiums, Phase No. 1 and hereby grants its approval of said Amendment.

DATED this 4th day of June, 1979.

FIRST NATIONAL BANK
Iowa City, Iowa

BY Thos. J. O'Brien
THOS. J. O'BRIEN
Executive Vice-President

CORPORATE SEAL

BY James A. Sangster
JAMES A. SANGSTER
Senior Vice-President and Cashier

STATE OF IOWA
SS
JOHNSON COUNTY

On this 4th day of June, 1979 before me a Notary Public in and for the State of Iowa, personally appeared Thos. J. O'Brien and James A. Sangster, each of whom to me are personally known, and each of whom by me severally sworn on oath for himself did say that the said Thos. J. O'Brien is the Executive Vice-President and the said James A. Sangster is the Senior Vice-President and Cashier of the said Corporation, and the seal affixed to the above said Instrument is the corporate seal of the said Corporation, and that said Instrument was signed and sealed on behalf of said Corporation, by authority of its Board of Directors, and the said Thos. J. O'Brien as Executive Vice-President and the said James A. Sangster as Senior Vice-President and Cashier did severally acknowledge said Instrument to be the voluntary act and deed of the Corporation.

WITNESS my hand and Notarial Seal the day, month and year last above written.

Evalene M Savage
Notary Public in and for the
State of Iowa

NOTARIAL SEAL

See Amendment Book 558 Page 1 (9-19-79)

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORMANDY COURT CONDOMINIUMS

PHASE NO. II

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", is made and executed in Iowa City, Iowa, Johnson County, State of Iowa this 8th day of June, 1979, by the Eyman Management and Investment Corporation, an Iowa Corporation, hereinafter called "Declarant", and Robert W. Burns and Nancy Lewis Burns, husband and wife, hereinafter called "Burns", pursuant to the provisions of the Horizontal Property Act (Condominiums), Chapter 499B, of the 1979 Code of Iowa,

WITNESSETH:

WHEREAS, Declarant is the contract purchaser of certain real property located in Iowa City, Johnson County, Iowa, more particularly described as follows:

> Commencing at the northeast corner of Lot 413, Part 8, Court Hill, an Addition to the City of Iowa City, Iowa, according to the recorded plat thereof, thence south along the east line of said Part 8, Court Hill 201 feet, thence north 89 degrees, 47 minutes, 10 seconds east 128 feet, thence north parallel with the east line of said Part 8, Court Hill to the south line of Court Street in Iowa City, Iowa, thence south 89 degrees, 47 minutes, 10 seconds west to the place of beginning;
>
> And
>
> Lot five hundred seventy-five (575) in Part 11B Court Hill, an Addition to the City of Iowa City, Iowa, according to the plat thereof recorded in Plat Book 10, page 11, Plat Records of Johnson County, Iowa.

See Amendment Book 560 Pg 386 (12-10-79)

WHEREAS, Declarant created a condominium regime known as "Normandy Court Condominiums, Phase No. I" on November 14, 1978, and the real estate and condominium units located in Phase No. I have been sold and title conveyed from Burns to Declarant, and Declarant to purchasers;

WHEREAS, Declarant has converted six (6) existing apartment units located on the real estate described in Phase No. I into condominium units and plan to use phases to stage the conversion of the remaining apartment units located on the above described real estate into condominium units;

WHEREAS, Burns are the contract sellers and hereby consent and join in the submission of the real estate described in Section 1 of Article I herein to the Horizontal Property Regime herein established for the sole purpose of satisfying the requirements of Section 499B.3, Code of Iowa (1979);

WHEREAS, Declarant now desires to publish a Declaration of Covenants, Conditions and Restrictions for the real property and apartment units located in Phase No. II, including the following numbered units; 429 Scott Boulevard, 431 Scott Boulevard, 433 Scott Boulevard, 435 Scott Boulevard, 437 Scott Boulevard, 439 Scott Boulevard, 441 Scott Boulevard,

and 443 Scott Boulevard, inclusive, hereinafter referred to as "unit 429", "unit 431", "unit 433", "unit 435", "unit 437", "unit 439", "unit 441", "unit 443", respectively, the real estate more particularly described in Section 1, Article I hereof;

WHEREAS, Declarant is filing for record in the office of the County Recorder of Johnson County, State of Iowa, a plat showing the location of the building, the general common elements, and the limited common elements; and

WHEREAS, Declarant desires and intends by filing this Declaration and the plat attached hereto to submit the tract referred to as Phase II property Description and the building and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a condominium project, and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the Owners thereof.

NOW THEREFORE, Declarants do hereby publish and declare that all of the property described above as Phase I Property Description is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants, conditions, restrictions, 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 Declarants, their successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns, the Declarants hereby comply with the Horizontal Property Act (Condominiums), Chapter 499B of the Code of Iowa, 1979:

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
NORMANDY COURT CONDOMINIUMS
PHASE II

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Exhibit "B" Building Plans or Blue Prints

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Exhibit "E" Copy of Bylaws of Normandy Court Condominiums Association

ARTICLE I.

DESCRIPTION OF LAND, BUILDINGS AND APARTMENTS

Section 1. Description of Land. The land which is subject to this Declaration is described as follows:

Part of Lot 575, Part 11B, Court Hill, an addition to Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 575;

thence North 0°20'00" East 166.00 feet along the Easterly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47, to a point (this is an assumed bearing for purposes of this description only);

thence South 89°47'10" West 108.74 feet to a point;

thence South 0°20'00" West 165.59 feet to a point of intersection with the Southerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;

thence South 89°40'00" East 108.74 feet along said Southerly line of Lot 575 to point of beginning,

and subject to easements and restrictions of record,

and containing 18029 square feet more or less.

Section 2. Description of Building. The building is described as follows:

The building is a two story timber-framed structure resting on a concrete block walk out basement. The eight individual units contained within the building each occupy a portion of the three floors and each has an individual patio. The exterior walls are mansard roof shake shingles on second floor, rough sawn plywood in first floor and concrete block in the basement, the floor framing is Douglas Fir and the roof is asphalt shingles. The upper two floors interior walls are constructed of dry wall. Firewall and basement interior unit divider walls are concrete block. The building sidewalls are insulated with 3-1/2" fiberglass insulation. The building contains eight individual living units numbered from north to south: 429, 431, 433, 435, 437, 439, 441, 443. The building dimensions are approximately 156.3 by 27.40 feet. Each unit occupies the portion of each floor as shown on the Normandy Court Condominiums Phase II plat.

Section 3. Description of Apartments. There are eight individual living units located in the building. In each living unit, the basement floor includes family room, utility room and half-bath; the main floor includes living room, kitchen and entry way with closet; and the second floor includes a connecting hall, two bedrooms, three closets and a full bathroom with linen closet. In units 429 and 443, the basement floor includes family room and utility room; the main floor includes living room, kitchen, half-bath and entry way with closet; and the second floor includes a connecting hall, three bedrooms, three closets and a full bathroom with linen closet.

Each unit has the following immediate common area:

a. Sliding doors to the rear of the first floor leading from the living room to individual patio units approximately 20' by 18' 8" for units 431, 433, 435, 437, 439, and 441, and approximately 20' by 22' for units 429 and 443.

b. Door to the rear on the basement floor leading from the family room to the carport area.

c. Door to front walk and yard area.

See the attached drawing entitled "Normandy Court Condominiums Phase II," Iowa City, Iowa.

ARTICLE II.

COMMON ELEMENTS

Section 1. General Common Elements. The general common elements and facilities consist of, but are not necessarily limited to, the following:

a. The land on which the building is erected (see Normandy Court Condominiums Phase II legal description), including utility and roadway easements:

b. Site improvements such as driveway, access sidewalks, walks, and plantings.

c. The apartment building, except for the apartment, including exterior walls of each apartment and building, foundation, bearings, division walls, floor and roof structure, perimeter walls, columns and beams, chutes, shafts and chases, water service mains, gas service main, sanitary sewer service main, electric main service entry breaker box, telephone service entry box, building attic:

d. Attic access, television antenna, central television system amplifier, and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

Section 2. Limited Common Elements. The limited common elements and facilities consist of, but are not necessarily limited to, the following:

a. Individual carports are included in the purchase in the following apartment or condominium units as follows: Unit 429 - L & M; Unit 431 - N & O; Unit 433 - P & Q; 435 - R & S; Unit 437 - T & U with access through F; Unit 439 - V & W; Unit 441 - X with access through W; Unit 443 - Y & Z. (See Section 4 of Article III for easements rights.) Said carports are reserved for the exclusive use of each respective unit.

b. Air conditioning units with concrete slab are surrounding brick wall.

c. Entry sidewalks;

d. The mailbox assigned to each unit;

e. Patio including divider fences, which are reserved for the exclusive use of each respective unit.

f. All sewer, water, television or other utility or service lines or facilities or limited elements as defined by law and serving only an apartment unit;

g. All fixtures and attachments contained within an apartment unit, such as furnace equipment and plumbing and water fixtures designed for the exclusive use of such apartment unit;

h. Any limited common elements as defined by law.

ARTICLE III.

GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. Merger of Phases. Declarant plans to merge Normandy Court Condominiums Phase I and Phase II 30 days after the recording of the deed transferring title from Declarant to the sixth condominium unit in Phase II, said date of recording hereinafter referred to as "date of merger." On the date of merger, the Normandy Court Condominiums Association will commence management of Normandy Court Condominiums Phase II and Phases I and II shall be automatically merged into one condominium regime for purposes of management and operation. Until the recording of the deed to the sixth condominium unit in Phase II, management of Phase II shall be kept separate from Phase I. Declarant shall manage the operation of Phase II pursuant to the Bylaws of the Normandy Court Condominiums Association and the Declarant shall act as the Board of Directors of Phase II until the recording of the deed to the sixth condominium unit in Phase II. Further, Declarant reserves the right to merge additional phases into the Normancy Court Condominiums Association. Upon the merger of additional phases, the fraction or percentage interest which each condominium unit bears to the entire Horizontal Property Regime will be adjusted. Each condominium unit shall always have one vote, but the total number of votes in the Association shall be increased upon merger of additional phases:

A. EXAMPLE: Phase I contains six units and upon the recording of the Declaration each owner has a 16.67% interest (1/6) in the condominium regime. Upon completion of the merger of Phase I and Phase II, there will be fourteen units and each owner will have a 7.14% interest (1/14) in the total condominium regime. Each owner will have one vote with respect to all matters requiring voting as set forth hereunder. Addition of future phases will reduce each owners percentage interest in the total condominium regime.

Section 2. Percentage of Total Interest and Voting Rights. Upon the completion of the merger of Phase I and Phase II, the percentage interest which each apartment bears to the entire Horizontal Property Regime will be 1/14, or 7.14%. Each apartment shall have one (1) vote with respect to the decision to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property, and with respect to all other matters requiring voting as set forth hereunder. The percentage interest which each apartment bears to the entire Horizontal Property Regime will be adjusted at or before the completion of each subsequent phase, if any, and placed on record in the office of the Recorder of Johnson County, Iowa.

Section 3. Use Restrictions. Each Owner shall use his apartment solely as a private residence for the Owner, Owner's family or Owner's lessee or guests, and no business, professional or other commercial activity of any type shall be operated from or out of any apartment, common element, or limited common element. No Owner shall use or permit such Owner's apartment nor any common element nor any limited common element to be used for any purpose which would void any insurance in force with respect to the project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the project by other Owners. No animal other than normal household pets that weigh less than twenty-five (25) pounds, shall be permitted on the project. No cars shall be stored in the carports or anywhere else on the property and no mechanical repairs to any car or vehicle which would require the car or vehicle to be disabled for more than forty-eight (48) hours shall be permitted in the carport area or anywhere else on the property. The patio and carport areas shall not be used for storage except that an apartment Owner who has a fireplace may store one-half (1/2) cord of firewood in the patio or carport areas. The provisions of this section are subject to the provisions of Section 4(f) of Article III herein.

Section 4. Decoration, Maintenance, Alteration and Repairs.

(a) No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any apartment, or to take any such action with respect to the interior or exterior of any of the common elements or the limited common elements.

(b) Each Owner shall have the right to modify, alter, repair, decorate, or improve the interior of such Owner's apartment, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the buildings or any limited common element or common element, and provided that all such action is performed in good and workmanlike manner.

(c) Each Owner shall maintain such Owner's apartment (including air conditioning system) in good order and repair at all times. If any Owner shall fail to so maintain an apartment, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such apartment in good order and repair, and the cost thereof shall be deemed debt of such Owner to the Association, payable on demand, and payment thereof shall be secured in the same manner as for maintenance expenses charges.

Section 5. Easements.

(a) The physical boundaries of the apartments, the common elements, and the limited common elements hereto shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising or other movement of the buildings or the land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any such variances, settling, rising or other movement, such easement shall exist so long as the project exists as a condominium regime pursuant to the Act.

(b) There is hereby granted to each Owner an easement in and to that portion of the common elements or limited common elements that is occupied by any part of an Owner's apartment that is not contained within the physical boundaries of such apartment. Without limiting the generality of the foregoing, such easement shall cover the space occupied by heating and air conditioning equipment, utility pipes and lines, and other similar apparatus or equipment which serves only one apartment.

(c) There is hereby reserved to the Association, on a permanent basis, and to the Declarant during its period of development, an easement, in the nature of a right-of-entry, without liability to any and all Owners, to cause its agents, independent contractors, and employees after reasonable notice to enter in and upon any and all apartments for the purpose of enforcing any and all of the provisions of this Section 3 of Article III, for the purpose of maintaining and repairing any portion of an apartment if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance of as reasonably required to promote or protect the general health, safety and welfare of the other Owners.

(d) There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of its development) an easement in, through and upon each and every apartment, for the express purpose of installing and providing in the future, as adopted or approved by the Association, additional or improved private, public or quasi-public utility services, including but not limited to air-conditioning and heating, to such or any other apartment or apartments, providing, however, that such easement, area or use shall not materially reduce the living area of any apartment, nor limit fully enjoyment of its use.

(e) There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of its development) an easement in the nature of a temporary or emergency right of entry into each and every apartment during absence of the Owner or Owners thereof, without notice, for the express and limited purposes of making emergency utility or other repairs to such apartment or adjacent apartments, and each Owner shall be required to deposit with the Association a key for such purpose, which key the Association shall be required to maintain under complete security.

(f) Until such time as all of the apartments in the condominium project have been sold, Declarant reserves the right for itself, its agents and contractors, to make use of its unsold apartments and the common elements, including the use of model apartment or apartments for display, sales office or offices, and installation and display of signs as necessary for its sales program. Such use, however, shall not interfere with the enjoyment of the condominium by the other Owners of apartments.

(g) There is hereby granted to each Owner and to the Association a non-exclusive "Access Easement" more particularly described on Exhibit "C";

(h) There is hereby reserved to the Declarant and to Owners in Phase I and in future phases a "Phase II Parking Lot Easement by Condominium:, as more particularly described as Exhibit "D".

(i) There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of development) an easement in, through, and upon units 433 and unit 439 for the express and limited purpose of inspecting or making repairs to the utility services located in the attic area, or making improvements to the building through the attic area, including the television antenna amplifier system above unit 433, said easement right to be exercised by giving the Owner of unit 433 or unit 439, as the case may be, written notice of intent to enter said apartment.

(j) There is hereby reserved and created in favor of the following apartment Owners an easement for the express and limited purpose of providing ingress and egress to his apartment through the carport area as shown below:

Unit 437 - Easement right through, in, and to carports T & U.

Unit 441 - Easement right through, in, and to carport W.

(k) There is hereby reserved and created in favor of the apartment Owners in Phase II use of the Parking Lot Easement to Condominiums (Phase I) and the Parking Lot Easement by Condominiums (Phase I) and easements for utility services and easements for electrical, sanitary sewer, storm sewer, telephone, gas, and such other services, all of which shall be jointly owned and shared equally in rights thereto by the apartment Owners of Phase I and Phase II, and Owners in future phases, if any.

Section 6. Carports. Carports shall be limited common elements limited to the exclusive use of the Owner to which such areas are assigned by the Plat. The carport so assigned to any apartment shall be specified in the instrument of conveyance conveying the apartment to its initial Owner. Thereafter, such carport shall be deemed appurtenant to such apartment, and shall be deemed to be transferred with any conveyance of such apartment. Notwithstanding the right of exclusive use granted to any carport in connection with the conveyance of an apartment, such areas shall remain limited common elements and shall be subject to the control of the Association. No Owner shall have any right to lease (other than to another Owner) or convey a parking space separate or apart from his apartment unit to any party, and any such attempted lease or conveyance shall be void, and title to such carport shall revert to the Association. Owners may lease their carports annually to other Owners for a period not in excess of one year. No cars shall be stored in the carports or anywhere else on the property and no mechanical repairs to any car or vehicle which would require the car or vehicle to be disabled for more than forty-eight (48) hours shall be permitted in the carport area or anywhere else on the property.

Section 7. Future Phases. The project as heretofore described shall be known as Phase No. II. Phase No. I was created on November 14, 1978, by the filing of the Declaration of Covenants, Conditions and Restrictions. Future phases are contemplated. If and when future phases proceed, appropriate documents will be prepared and recorded as necessary to amend the Declaration of Phase I and to allow the following:

(a) The Parking Lot Easement to Phase I shall be jointly used by all Apartment Owners and guests of Phase I and Phase II, as well as future phases, and the costs of maintenance thereof shall be shared pro rata by all condominium unit Owners.

(b) The Parking Lot Easement by Condominium (Phase I) shall be granted to Phase II and to all future phases.

(c) The utility services and related easements for electrical, sanitary sewer, storm sewer, telephone, gas, and such other services shall be jointly owned or shared equally in rights thereto by Apartment Owners of Phase I and Phase II and future phases.

(d) The percentage of total interest which each apartment bears to the entire Horizontal Property Regime shall be adjusted at or before completion of a subsequent phase, if any, and placed on record in the office of the Recorder of Johnson County, Iowa.

The interest conveyed to Owners herein shall be subject to the Declarant's reservations of these easements rights and Declarant retains ownership of same. Owners hereby consent to the execution of said easements in the future when conveyed by Declarant.

ARTICLE IV.

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1. Apartment or Owner's Apartment or Condominium Unit shall mean an enclosed space consisting of one or more rooms occupying part of a floor or floors in a building, which enclosed space is not owned on common with the Owners of other apartments in the project. The boundaries of an apartment shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the building so described and the air space thereby enclosed. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one apartment shall also be included within the definition of an "Apartment", whether such items are located within the space enclosed by the boundaries of such apartment or not.

2. Association shall mean the Normandy Court Condominium Association, an Iowa non-profit corporation to be created after the date hereof, the Members of which shall be the Owners of apartments within the project. The term "Association" shall have the same meaning as the term "Council of co-owners" in the Act.

3. Act shall mean the Iowa Horizontal Property Act as set forth in Chapter 499B of the Code of Iowa, 1979, as admitted from time to time.

4. Board shall mean the Board of Directors of the Association.

5. Building shall mean the building situated on the land.

6. Bylaws shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

7. Carport shall mean the limited common element assigned to individual apartments and shown on the Plat.

8. Declarant or Developer shall mean Eyman Management and Investment Corporation and any successor or affiliate entities, provided such successors or assign are designated in writing by the preceding Declarant or Developer as such.

9. Maintenance Expense Charge shall mean the assessment levied for management and operation of the project and for repairs, maintenance, insuring, and operation of the common elements and limited common elements, except patios (including reserves for replacements).

10. Maintenance Fund shall mean any accumulation of the maintenance expense charges collected by the Association for the continued maintenance, repair and operation of the project.

11. Current Expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working under, expect expenditures chargeable to reserves, to additional improvement, or to operation The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

12. Reserve for Replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

13. Additional Improvements shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

14. Member shall mean a member of the Association, as more particularly described in Article V. hereof.

15. Mortgage shall mean a security interest, mortgage or lien granted by an Owner in and to, or against, an apartment to secure the repayment of a loan, and duly filed for record in the Recorder of Johnson County, Iowa.

16. Mortgagee shall mean the person who holds a Mortgage as security for repayment of a debt.

17. Owner shall mean any person, firm, corporation, or other entity which owns, of record, title to an apartment in the project.

18. Project or Condominium Project shall mean the land, the building, the apartments, the limited common elements, and the common elements, the use of the term "Project or Condominium Project" herein being designed and intended to refer to the entire condominium regime hereby established.

19. Rules and Regulations shall mean the rules adopted from time to time by the Board of Directors of the Association concerning the management and administration of the Project for the use and enjoyment of the Owners.

ARTICLE V.

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. Until the date of merger, Declarant shall administer and manage Normandy Court Condominiums Phase II separately from Normandy Court Condominiums Phase I. Declarant shall have the same powers as the Normandy Court Condominiums Association Board of Directors and shall manage Phase II in accordance with this Declaration and the Bylaws attached hereto. On the date of merger, the Normandy Court Condominiums Association assume management of Phase II along with Phase I. The affairs of the Project shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for the maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the Bylaws and in the Rules and Regulations.

Section 2. Membership in Association. Each Owner, including Developer, shall be a Member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of an Apartment, howsoever achieved, including without limitation by foreclosure of a lien upon an Apartment, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association. If there are one or more Owners of an Apartment, then such Owners shall designate one of their number as the Member of the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 3. Initial Board of Directors, Election of First Board. The initial Board of Directors of the Association consists of Jerry L. Eyman and Darrell P. Eyman, sometimes hereinafter referred to as "initial Board" or "initial Board of Directors". Said Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. Election of the first Board of Directors shall be held within sixty (60) days after Declarant has conveyed, by deeds duly executed and recorded, five of the apartments in Phase No. I. Management of Phase II shall remain with Declarant until the date of merger. Thereafter, the Board of Directors of the Association shall assume management of Phase II along with Phase I. Elections to the Board of Directors shall be held as set forth in the Bylaws.

Section 4. Meetings of Board of Directors. The Board of Directors shall meet as set forth in the Bylaws.

Section 5. Voting of Members. Each Member, including Developer, shall have a vote or votes in the Association on the basis of one (1) vote for each apartment owned.

(a) Joint and Multiple Owner Disputes. The vote or votes for each apartment must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain apartment, it will thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same apartment. In the event more than one vote is cast for a particular apartment, none of said votes shall be counted and said votes shall be deemed void.

(b) Common or Joint Ownership. In the event that more than one person shall at any time be the Owner of any apartment, all such persons shall be Members and the vote for such apartment shall be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any apartment.

(c) Lienholders and Mortgagees. Persons or entities holding an interest in an apartment merely as security for performance of an obligation shall not be considered members or vote.

ARTICLE VI.

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 1. Payment of Maintenance Expenses. Each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance Expense Charge for the expenses and administration of the Project and the maintenance and operation of the common elements and the limited common elements which portion shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the common elements or any limited common elements, or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations.

Section 2. Budgets; Establishment of Maintenance Expense Charge and Maintenance Fund. Upon the recordation of this Declaration, Declarant shall establish a budget for the operation and maintenance of Phase II for that portion of the calendar year then remaining, which budget shall set forth the reasonable estimate of all expenses which Phase II will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements to common elements and limited common elements. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such a budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the common elements and limited common elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner.

The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the annual meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such member. Notwithstanding the foregoing, however, in the event the membership disapprove the proposed budget or the Board fails for any reason to so determine the budget and assessment for the succeeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. If the Board at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the common elements and limited common elements, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. Without limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the common elements or limited common elements, or to make up for any deficiencies caused by nonpayment of Maintenance Expense Charges by Owners. Prior to the Election Date special assessments may be assessed by the Board. After the Election Date no special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association. Any such special assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Maintenance Expense Charge.

Section 4. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and shall bear interest at the rate of nine percent (9%) per annum thereafter until paid. In order to secure payment of the Maintenance Expense Charge, there is hereby reserved by Declarant in favor of and herein and hereby assigned and transferred to the Association, a lien which shall be enforceable through appropriate judicial proceedings by the Association. Said lien shall be subordinate in all respects to any purchase money mortgage, or mortgage refinancing a purchase money mortgage. In addition to the liens hereby retained and created, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, upon ten (10) days written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

(a) The Association may restrict the rights of such nonpaying Owner to use the common elements and limited common elements in such manner as the Association deems fit or appropriate;

(b) The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 5. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit and welfare of the Project and the Owners.

Section 6. Initial Assessment of Maintenance Expense Charge. There is hereby assessed, against each apartment and Owner, an initial Maintenance Expense Charge equal to the respective Percentage Interest multiplied by the budget initially adopted by Declarant. Such initial Maintenance Expense Charge is subject to increase (but shall not be decreased) in accordance with Section 3 of this Article VI.

ARTICLE VII.

INSURANCE

Section 1. General Provisions. The Board shall obtain insurance for the Project as follows, in such amounts as the Board may deem appropriate, except where otherwise specifically indicated, the premiums for which shall be borne by the Maintenance Fund:

(a) Insurance on the building (including apartments), common elements and limited common elements against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Iowa, which, subject to the policy contract limitations, insures against all risks of physical loss, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of the building (including apartments), common elements, and limited common elements, shall be determined annually by the Board, who may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund.

(b) EXCESS AND UMBRELLA LIABILITY INSURANCE with a minimum limit of $1,000,000 each occurrence (and to include Personal Injury Liability). Such insurance contract reflecting the existence of underlying insurance as described in Paragraphs (c) and (d) below described herein.

(c) COMPREHENSIVE GENERAL LIABILITY with such limits as to comply with underlying limits prescribed by the aforementioned Excess and Umbrella Liability insurance contract for Bodily Injury and Property Damage Liability claims arising in the course of the operations of the Association. Such Comprehensive General Liability insurance additionally to include the operation of all owned, non-owned and hired automobiles. Any policy obtained pursuant to this subsection (c) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her or their action or actions against another named insured.

(d) Such other insurance in such reasonable amounts as the Board shall deem desirable.

Section 2. Policies. All insurance provided for this Article shall be effected with licensed insurers authorized to do business in the State of Iowa. All such policies of insurance shall name as insured the Association, as Trustee for each Owner as their interest may appear, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. if possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to apartments damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 7 shall be held and disbursed by a bank named by the Board, as Trustee.

Section 3. Future Laws. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Iowa, the Board shall be authorized to obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his apartment and of the limited common elements, subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided.

ARTICLE VIII.

FIRE OR CASUALTY: REBUILDING

Section 1. Determination of Loss.

(a) In the event of fire or other casualty causing damage or destruction to the buildings, (including buildings located in Phase No. I, Phase No. II and future phases of the Normandy Court Condominiums) the Board shall, within thirty (30) days of the date of the damage or destruction to all or part of the property determine whether such loss comprises more than two-thirds (2/3) of the buildings. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds (2/3) of the cost of reconstructing the buildings as they existed immediately prior to such fire or other casualty. In the event of fire or other casualty which does not comprise more than two-thirds (2/3) of the buildings, unless otherwise unanimously agreed to by the Owners, the buildings shall be repaired and reconstructed substantially in accordance with the original plans and specifications therefor.

(b) In the event that fire or other casualty damages or destroys the whole or more than two-thirds (2/3) of the buildings, which determination shall be made in the manner hereinabove set forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be delivered to the bank selected by the Board of Directors, and the condominium regime established by this Declaration shall terminate. Upon such termination, the apartments, common elements and limited common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner.

Section 2. Rebuilding

(a) If it is determined that the buildings shall be repaired and reconstructed, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid to the bank selected by the Board of Directors to be held. The Board shall thereupon contract to repair or rebuild the damaged portions of the buildings, common elements, limited common elements and apartments, in accordance with the original plans and specifications therefor and the funds held by said bank shall be used for this purpose and disbursed in accordance with the terms of the contract for repair and rebuilding.

(b) In the event that such insurance proceeds are insufficient to provide for such repair, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed against all of the owners, in proportion to their Percentage Interests. Such special assessments shall not require the consent of the members notwithstanding the provisions of Section 4 of Article VI hereinabove. If any Owner shall fail to pay such special assessments when due, the Board may make up the deficiency by payment from the Maintenance Fund. Payment of such assessments shall be enforced as provided for in Section 5 of Article VI hereinabove.

Section 3. Repair of Apartments. Each Owner shall be responsible for the reconstruction, repair and replacement of all personal and other property in or part of his apartment and which is not a common element or limited common element.

ARTICLE IX.

EMINENT DOMAIN

Section 1. General Provisions. If all or any part of the Project is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and Mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be borne by the Maintenance Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 2. Common Elements; Limited Common Elements Not Subject to Exclusive Use. In the event that any action in eminent domain is brought to condemn a portion of the common elements, or any limited common elements that are not exclusively limited to the use of the Owner of one apartment (hereafter in this Section 2 of Article IX, only, all references to limited common elements shall be deemed to be references only to such limited common elements) the Board shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of common elements or limited common elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the members, by a majority vote, shall decide whether to replace or restore as far as possible the common elements or such limited common elements so taken or damaged.

Section 3. Taking of Less than Two-thirds of Apartments and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds (2/3) of the total number of apartments or those limited common elements reserved for the exclusive use of the Owner of one apartment (hereafter in this Section 3 of Article IX only, all references to limited common elements shall be deemed to be references only to such limited common elements), or both, then the damages and awards for such taking and the payment thereof shall be determined in accordance with the following:

(a) The Board shall determine which of the apartments damaged by such taking may be made tenantable and which limited common elements may be made usable for the purposes set forth in this Declaration.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining apartments and limited common elements (including those which may be made tentable or usable) in the manner provided in this Declaration.

(c) If the Board determines that is not reasonably practicable to operate such remaining apartments and limited common elements, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests, and the condominium regime hereby established shall terminate.

(d) If the Board determines that it will be reasonably practicable to operate such remaining apartments and limited common elements, then the damages and awards made with respect to each apartment and limited common element which has been determined to be capable of being made tenantable or unable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those apartments which are being repaired or reconstructed so as to be made tenantable and against those Owners who have the exclusive right of use of the limited common elements being made usable. With respect to those apartments and limited common elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such apartment or has the exclusive right of use of the limited common elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such apartments and limited common elements, if any, shall be come a part of the common elements and the repair and use thereof shall be determined by the Board. Those apartments which may not be made tenantable shall no longer be a part of the Project and the Percentage Interest appurtenant to each remaining apartment of the Project shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the common elements among the reduced number of Owners. After making such adjustment the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each apartment to be duly recorded.

Section 4. Taking in Excess of Two-thirds of Apartments and Limited Common Elements Subject to Exclusive Use. If the entire Project is taken, or two-thirds (2/3) or more of the apartments and limited common elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners thereof (or the Owners entitled to such exclusive use), in proportion to their Percentage Interests and the condominium regime hereby established shall terminate upon such payment. Upon such termination, the apartments, common elements and limited common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners, as tenants-in-common, their respective Percentage Interests.

Section 5. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxed or assessments by governmental authorities past due and unpaid with respect to that apartment; secondly, to amounts due under any Mortgages; thirdly, to the payment of any unpaid Maintenance Expense Charges or special assessments charged to or made against the apartment; and finally to the Owner of such apartment.

ARTICLE X.

AMENDMENTS TO DECLARATION: BYLAWS

Section 1. General Provision. Declarant reserves the right to amend this Declaration to incorporate the merger of additional phases. Said right to amend this Declaration shall be limited to matters relating to the merger of additional phases, such as changes in the voting percentages and ownership interest in common elements (which shall always be based upon one vote per condominium unit), and the right of the Declarant to manage future phases until said phases are completed. Upon completion of all phases, the provisions the provisions hereof may be amended by an instrument

in writing, signed by members having not less than two-thirds (2/3) of the votes in the Association entitled the vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the Office of the Recorder of Johnson County, Iowa.

Section 2. Mortgage Protections. Subject to Section 1 above, unless at least three-fourths (3/4) of the Mortgagees, based on one vote for one Mortgagee, or Owners (excepting the Developer) of the apartments have given prior written approval, neither the Owners nor the Association shall be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium regime; or

(b) change the pro rata interest or obligations of any apartment for:

(i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each apartment in the common elements, or

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, except for granting public utility easements.

ARTICLE XI.

LEASING OF APARTMENTS

Each Owner shall have the right to lease or sublet such Owner's apartment and assigned carports as for the purpose of a private residence, the leasing of said apartment and carports shall be to the person or persons residing in said apartment, subject to the provisions of Article III hereof.

ARTICLE XII.

MORTGAGEE PROTECTIONS

Anything to the contrary notwithstanding, contained in Section 1 of Article X of this Declaration, until termination of the Condominium Regime as herein provided, for protection of mortgagees, THAT:

Section 1. Written Approval The prior written approval of each institution or other holder of a first mortgage lien on units in the Project will be required for at least the following:

(a) The abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain:

(b) Any material amendment to this Declaration or to the Bylaws of the Association, including, but not limited to, any amendment which would change the percentage interests of the unit Owners in the Project, except subject to the right of Declarant to amend the Declaration as set forth in Article 10, Section 1 herein;

Section 2. Subordination of Common Expense Lien. Any lien which the Association may have on any unit in the Project for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

Section 3. First Mortgage Holders' Rights. Any institutional or other holder of a first mortgage on a unit in the Project will, upon request, be entitled to: (a) inspect the books and records of the Association during normal business hours; and (b) receive an annual financial statement of the Association within 90 days following the end of any fiscal year of the Project; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 4. Insurance Proceeds Upon Damage. In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional or other holder of any first mortgage of a unit will be entitled to timely written notice of any such damage or destruction and no provision of this Declaration or any other document establishing the Project will entitle the Owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of any insurance proceeds.

Section 5. Condemnation. If any unit or portion thereof of the Project or the common elements or any portion thereof the Project is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional or other holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of this Declaration or any other document establishing the Project shall entitle the Owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of the proceeds of any award of settlement.

Section 6. Rights of First Refusal. The right of a unit Owner to sell, transfer, or otherwise convey the Owner's unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 7. Rights of Lienholders Under Foreclosure. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Project units including the mortgaged unit.

Section 8. Notice to Mortgagee. Upon written request, any Mortgagee shall be entitled, with respect to any apartment as to which it has a mortgage, to written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the Bylaws.

ARTICLE XIII.

INSPECTION--WAIVER

Each purchaser of an apartment has full opportunity and shall be under a duty to inspect and examine the apartment to be purchased by him prior to his purchase there, and agrees that the apartment is purchased as actually and physically existing. By a purchaser filing his deed therefor, each and every such purchaser of an apartment agrees for

himself, his heirs, executors, administrators and assigns, that the square footage, size and dimensions of each unit, and each area constituting any part of the common elements as set out and shown in this Declaration or the plat attached hereto as Exhibit "B" are based upon relative percentages and square footages which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footages of any specific portion of the project property, and that the Declarant does not warrant, guarantee or represent any apartment or any area constituting any part of the common elements contains precisely the area, square footage or dimensions shown by the plat thereof; and each purchaser of an apartment, for himself, his heirs, executors, administrators and assigns, expressly waived any claims or demand of any kind or nature which he could possibly have against Declarant or any person whomsoever on account of dimensions actually and physically existing and the size, square footage and dimensions shown on the plat attached hereto. In interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of any unit or of any unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the building, and regardless of variances between boundaries as shown on the plat and the actual boundaries of the building.

ARTICLE IVX.

MISCELLANEOUS

Section 1. Partition. The common elements and limited common elements shall remain undivided and shall not be subject to any action for partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such partition may be effected until consent is had from all Mortgagees or all Mortgages are paid in full.

Section 2. Severability In the event of the inability of partial invalidity of unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof.

Section 4. Covenant Running with Land. Subject to change according to Article X, Section 1, the terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the Developer, all Owners, and their heirs, legal representatives, successors and assigns.

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the common elements and the Project may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 6. Exhibits. Exhibits "A" through "E" attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

EXECUTED this 8 day of June, 1979.

EYMAN INVESTMENT MANAGEMENT CORPORATION

Robert W. Burns

By: Jerry L. Eyman, President

Nancy Lewis Burns

By: Jan G. Eyman, Secretary

STATE OF IOWA
SS.
JOHNSON COUNTY

On this 8 day of June, 1979, before me a Notary Public in and for the State of Iowa, personally appeared Jerry L. Eyman and Jan G. Eyman to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Jerry L. Eyman and Jan G. Eyman as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

NOTARIAL SEAL

Notary Public for the State of Iowa

STATE OF WISCONSIN
SS.
SAWYER COUNTY

On this 6 day of June, 1979, before me a Notary Public in and for the State of Iowa, personally appeared Robert W. Burns and Nancy Lewis Burns to me personally known to be the persons who executed the above and foregoing Declaration of Covenants, Conditions and Restrictions and acknowledged the execution of the same to be their own voluntary act and deed.

WITNESS my hand and Notarial Seal the day, month and year last above written.

NOTARIAL SEAL

VERNON E. BLAKEY NOTARY PUBLIC STATE OF WISCONSIN

Notary Public for the State of ~~Iowa~~ WISCONSIN

EXHIBIT B

STATE OF IOWA)
) SS.
COUNTY OF JOHNSON)

I, Richard D. Kratoska, being first duly sworn an oath, depose and state that I am a Professional Engineer authorized and licensed to practice my profession in the State of Iowa.

That attached hereto are the following plans drawn by Bob Burns Construction Company:

DRAWING NO.
179149-2
179149-3
179149-4
179149-5
179149-6
179149-7
179149-8
179149-9
179149-10

That by nondestructive field observation, said plans diagrammatically represent insofar as reasonably possible the building located on the Normandy Court Condominiums Phase II site.

Richard D. Kratoska, P.E. & L.S.
Iowa Registration No. 5382

Subscribed and sworn to before me by Richard D. Kratoska on this 31 day of May, 1979.

VICKIE L. TOMPKINS
MY COMMISSION EXPIRES
September 30, 1981

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Vickie L. Tompkins
Notary Public in and for the State of Iowa

SHIVE-HATTERY & ASSOCIATES

EXHIBIT "C"

Normandy Court Condominiums
Phase II
Access Easement

Beginning at the Northeasterly corner of Lot 575, Part 11B, Court Hill, an addition to Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;

thence South 0° 20' 00" West 35.63 feet along the Easterly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47 to a point (this is assumed bearing for purposes of this description only);

thence South 89° 47' 10" West 108.74 feet to a point;

thence South 0° 20' 00" West 165.59 feet to a point of intersection with the Southerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;

thence North 89° 40' 00" West 14.78 feet along said Southerly line of Lot 575 to a point;

thence North 0° 20' 00" East 96.38 feet to a point;

thence North 0° 22' 30" West 69.21 feet to a point;

thence North 42° 52' 00" West 48.49 feet to a point of intersection with the Northerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;

thence North 89° 47' 10" East 157.66 feet along said Northerly line of Lot 575 to point of beginning.

EXHIBIT "D"

Normandy Court Condominiums
Phase II
Parking Lot Easement by Condominium

Commencing as a point of reference at the Northeasterly corner of Lot 575, Part IIB, Court Hill, an addition to Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;

thence South 0° 20' 00" West 35.63 feet along the Easterly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47 to a point (this is assumed bearing for purposes of this description only);

thence South 89° 47' 10" West 100.74 feet to point of beginning of tract herein described;

thence South 0° 20' 00" West 165.68 feet to a point of intersection with the Southerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;

thence North 89° 40' 00" West 8.00 feet along said Southerly line of Lot 575 to a point;

thence North 0° 20' 00" East 165.59 feet to a point;

thence North 89° 47' 10" East 8.00 feet to a point of beginning.

BYLAWS

OF

NORMANDY COURT CONDOMINIUMS ASSOCIATION

Article I. Offices

Section 1. The principal office of the Corporation in the State of Iowa shall be located in the County of Johnson. The Corporation may have such other offices, either within or without the State of Iowa, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 2. The registered office of the Corporation required by the Iowa Business Corporation Act to be maintained in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

Article II. Definitions

Section 1. "Declaration" shall mean the declaration, as amended from time to time, establishing Normandy Court Condominiums as a condominium regime, including Phase No. I, Phase No. II, and all future phases, in Iowa City, Johnson County, Iowa pursuant to Chapter 499B of the Code of Iowa (1979).

Section 2. All terms used herein shall have the meaning given thereto in the Declaration unless expressly stated to the contrary herein.

Section 3. "Association" shall mean the Normandy Court Condominiums Association.

Section 4. "Articles of Incorporation" shall mean the articles of incorporation of the Association, as amended from time to time.

Section 5. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

Section 6. "Director" shall mean a member of the Association's Board of Directors.

Section 7. "First Board of Directors" or "First Board" shall mean the first Board of Directors elected by the members and shall not mean the "initial Board of Directors".

Section 8. "Initial Board of Directors" or "Initial Board" shall mean the Board of Directors appointed by the Declarant consisting of Jerry L. Eyman and Darrell P. Eyman.

Section 9. "Member" shall mean those persons entitled to membership in the Association as provided in the Declaration.

Section 10. "Property" shall mean that real property described in the Declaration.

Section 11. "Owner" shall mean any person, firm, corporation, or other entity which owns, or record, title to an Apartment in Normandy Court Condominiums.

References to "he" or "him", or "his" shall include the feminine gender as well as the masculine.

Article III. Members, Meetings and Voting Rights

Section 1. Composition and Powers. Every Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns an Apartment, all as more fully set out in the Declaration. Membership shall be appurtenant to, and may not be separated from, the ownership of any Apartment.

Upon any transfer of ownership of an Apartment, howsoever accomplished, the new Owner acquiring or succeeding to such ownership shall provide the Secretary of the Association with (1) a copy of the recorded deed or document transferring title to such Apartment; and (2) a copy of mortgage, deed of trust or lien thereof, if any, created pursuant to such transfer of title, whereupon such new Owner shall automatically succeed to such membership in the Association.

Except as otherwise provided in these Bylaws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called, upon ten (10) days prior written notice to the Members, by the "initial Board of Directors" of the Association. Such meeting shall be called within sixty (60) days after the fifth (5th) Apartment has been conveyed by Declarant by deeds duly executed, acknowledged, delivered and recorded.

(b) Thereafter, the annual meeting of the Members shall be held on the third Monday in the month of January of each year at 8:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

(c) At the annual meeting, Members shall elect directors, approve and adopt an annual budget, confirm appointment of committees and transact such other business as may otherwise be scheduled or which may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be caled at any time by the President of by a majority of the Board of Directors, or upon written request of ten (10) Members.

Section 4. Notice of Meetings.

(a) Written Notice. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(b) Voting List. At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, with address of each and the number of votes entitled to be voted, shall be prepared by the Secretary. The list, for a period of ten (10) days prior to the meeting, shall be kept on file at the office of the Association and shall be

subject to inspection by any Member at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast thirty-three percent (33%) of the votes in the Association shall constitute a quorum for any action, except for amendment to these Bylaws when a quorum of not less than sixty-six percent (66%) of the Members shall constitute a quorum, and as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Apartment.

Section 7. Voting. Each Member shall have a vote or votes in the Association on the basis of one vote for each apartment owned by such Member, as set forth in Section 5 of Article V. of the Declaration. Any vote may be taken by voice or by show of hands unless someone entitled to vote objects, in which case written ballots shall be used.

Article IV. Board of Directors

Section 1. General Powers. The business and affairs of Phase No. II shall be managed by Declarant until the conveyance of the six apartments by Declarant by deed. Thereafter, the business and affairs of Phase No. II shall be merged with Phase No. I and shall be managed by the Board of Directors of the Association.

Section 2. Number, Tenure and Qualification. Until 30 days after the recording of the deed transferring title from Declarant to the purchaser of the sixth condominium unit, the affairs of Phase II shall be managed by Declarant. Thereafter, the Board of Directors of the Association created under Phase No. I shall manage the affairs of the Association. The Directors shall be elected by and from membership at its annual meeting and shall act as such until their successors are duly elected and qualified. No more than one owner of any Apartment shall serve upon the Board of Directors, nor may any person who does not reside within Normandy Court Condominiums Phase No. I or Phase II shall serve on the Board of Directors.

Section 3. Removal. No Member of the "initial Board of Directors" appointed by Declarant shall be subject to removal by the Members. Thereafter, any Director may be removed from the Board of Directors, with or without cause, by an affirmative vote of a majority of all votes in the Association represented at a special meeting called for such purpose. In the event of death, resignation or removal of a Director, his successor shall be elected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. By resolution of the Board of Directors, a Director may be paid for his or her actual expenses in the performance of his or her duties. However, no Director shall receive compensation for attending meetings of the Board of Directors. However, nothing shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 5. Quorum. At meeting of the Board of Directors a majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by statute, the Articles of Incorporation, or these Bylaws. If a quorum is not present at a meeting of the Board of Directors the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Nominations. Nominations for election to the Board of Directors may be made from the floor of the annual meeting or by written petition signed by five (5) Members of the Association.

Section 8. Election. Election to the Board of Directors shall occur at a regular or special meeting of the Association. If requested by any Member, the balloting shall be secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the larges number of votes shall be elected. Cumulative voting is not permitted.

Section 9. Meetings. Meetings of the Board of Directors shall be held when called by the President or at written request of any two (2) Members of the Board, after not less than three (3) days written notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

Section 10. Procedure. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the Association.

Section 11. Power and Duties. The Board of Directors, for the benefit of the members, shall have the following powers and duties:

(a) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by the membership by other provisions of these Bylaws, Articles of Incorporation, or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation, and Bylaws.

(c) To purchase and maintain as a common expense adequate general liability insurance and to purchase and maintain officers' and directors' liability insurance.

(d) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

Article V. Officers and Their Duties

Section 1. Number. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive office of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. It general he shall perform all duties incident to the office of President and all such other as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice-Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. The Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in a book provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. The Treasurer. If required by the Board of Directors the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Article VI. Budget and Assessment

It shall be the duty of the Board, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated costs of operating the condominium during the coming year including an adequate reserve fund. Such budget shall include a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements to common elements and limited common elements. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the common elements and limited common elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such Member. The Board shall cause the budget and the assessments to be levided against each unit for the following year to be delivered to each Member at least fifteen (5) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership. Nothwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Article VII. Contracts, Loans, Checks and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or executive and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents or the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Article VIII. Miscellaneous

Section 1. Covenants to Obey Laws, Rules and Regulations. Each Member shall be subject to the Declaration and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state and federal government having jurisdiction over the Property or any part thereof.

Section 2. Procedures. The Board shall not impose a fine, suspend voting or infringe upon any other rights of a Member or other occupant for violations of rules unless and until the following procedure is follows:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposisiton of sanction after notice if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. the notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Member subject the procedure and hearing as set forth herein shall have the right to present evidence (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his own expense.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year except that the first fiscal year shall begin on the date of incorporation.

Section 4. Amendment. These Bylaws made be amended, at a regular or special meeting of the Board of Directors, by a vote of three-fourths (3/4) of the Board present, in person or in proxy, so long as notice of the proposed Bylaw change and of the time and place of meeting which said Bylaw change is to be voted upon was given to the Members at least ten (10) days in advance of the meeting.

Section 5. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control.

Article IX. Seal

This Association shall have no corporate seal.

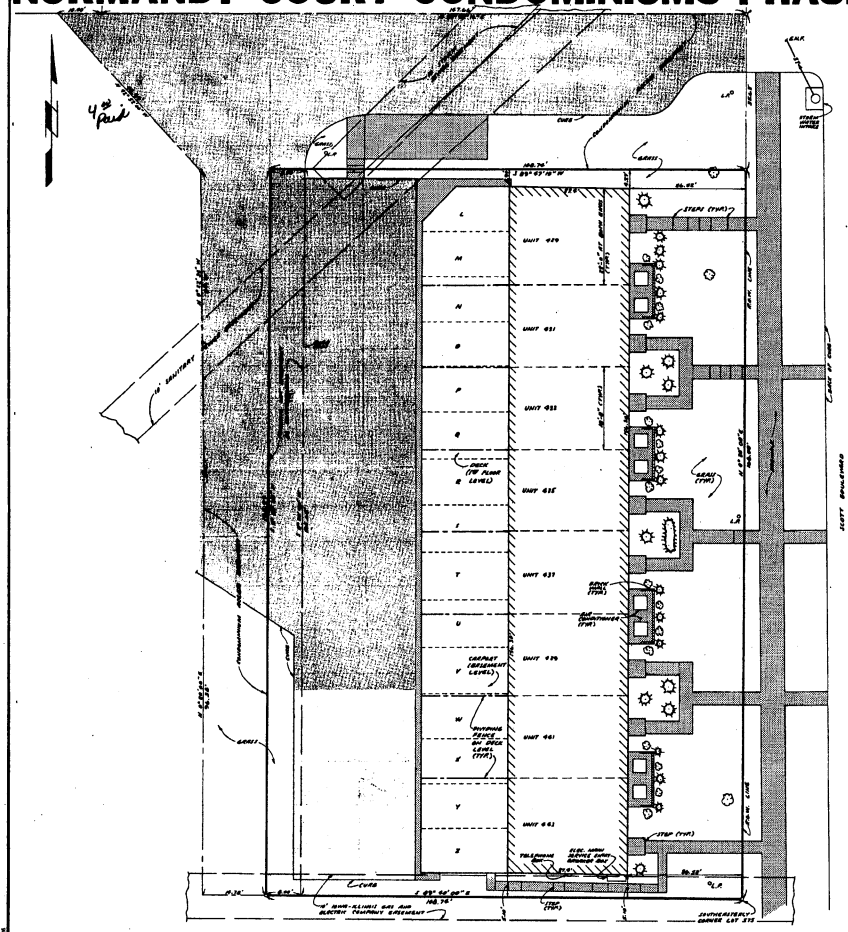
ADOPTED this _____ day of June, 1979.

NORMANDY COURT CONDOMINIUMS ASSOCIATION

By: _____
President

By: _____
Secretary

NORMANDY COURT CONDOMINIUMS PHASE II



LEGEND

A.C.	ASPHALTIC CONCRETE
B.	BOTTOM
B.O.B.	BACK OF CURB TO BACK OF CURB
BM	BENCHMARK
C.I.P.	CAST IRON PIPE
C.	CENTERLINE
CMP	CORRUGATED METAL PIPE
C.& G.	CURB AND GUTTER
CONC.	CONCRETE
Ø	DIAMETER
DIP	DUCTILE IRON PIPE
D.M.E.	DEPTH NOT CONFIRMED
ELEV.	ELEVATION
F.N.F. OR N.F.	END NOT FOUND IN FIELD OR NOT FOUND IN FIELD
EXIST.	EXISTING
F.H. ⊣	FIRE HYDRANT
FL.	FLOW LINE
G=93.75	GUTTER ELEVATION
I=79.55	INVERT ELEVATION
L.F.	LINEAL FEET
L.H.	LIGHT POLE
MH ○	MANHOLE
PCC	PORTLAND CEMENT CONCRETE
PKG.	PARKING
P.M.	PARKING METER
P.P.	POWER POLE
PA ⟶	POWER POLE WITH ANCHOR
PROP.	PROPOSED
R	RADIUS
RCP	REINFORCED CONCRETE PIPE
RIM=97.36	RIM ELEVATION
R.O.W.	RIGHT OF WAY
SAN. MH	SANITARY MANHOLE
T	TOP
T.C.=84.85	TOP OF CURB ELEVATION
T.S.	TRAFFIC SIGN
TYP.	TYPICAL
VCP	VITRIFIED CLAY PIPE
W	WATER
W.V. ⊣	WATER VALVE
	UTILITY WITH CAPPED END
98	EXISTING CONTOURS
	FENCE
	CURB WITH CURB CUT
	SIDEWALK RAMP
867	SPOT ELEVATION
	UNDERGROUND ELECTRIC LINES
8"S	GAS MAIN (SHOWN SIZE)
8"E	OVERHEAD POWER LINES
8"S	SANITARY SEWER (SHOWN SIZE AND DIRECTION OF FLOW)
8"ST	STEAM LINES
12"ST	STORM SEWER (SHOWN SIZE AND DIRECTION OF FLOW)
	UNDERGROUND TELEPHONE LINES
12"W	WATER MAIN (SHOWN SIZE)
8"	WATER MAIN (SHOWN SIZE)
⊙	GAS END (FOUND)
○	½" DIA. IRON ROD (SET)
⊠	CUT "X" (FOUND)
⊡	CUT "X"
▲	STANDARD CONCRETE MONUMENT (FOUND)
	PROPERTY LINE
	PLATTED PROPERTY LINE
	MORTAR LINE
ASPHALT	ASPHALTIC CONC. SURFACE
CONCRETE	P.C. CONC. SURFACE
	LIGHT POLE
	DECIDUOUS SHRUB
	EVERGREEN SHRUB

RECEIVED COPY OF THIS PLAT
June 11 '73
Jean Stoddard Hollamillon
County Auditor
Lee Hibbs Agent
County - City Assessor

FILED NO. 10286
BOOK 19 PAGE 88
1973 JUN -8 PM 3:52
RECORDER
JOHNSON CO., IOWA

Lee Book 549 Page 212
6/6 to Grantee 4

Normandy Court Condominiums
Phase II
Property Description

Part of Lot 575, Part III, Court Hill, an addition to Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47, more particularly described as follows:

Beginning at the Southeasterly corner of said Lot 575;

thence North 0° 29' 00" East 165.00 feet along the Easterly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47, to a point (this is an assumed bearing for purposes of this description only);

thence South 89° 43' 10" West 108.34 feet to a point;

thence South 0° 29' 00" West 165.59 feet to a point of intersection with the Southerly line of said Lot 575 as shown on said plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47;

thence South 76° 04' 00" East 109.74 feet along said Southerly line of Lot 575 to point of beginning,

and subject to easements and restrictions of record,

and containing 17939 square feet more or less.

The building is described as follows:

The building is a two story timber-framed structure resting on a concrete block walk out basement. The eight individual units contained within the building each occupy a portion of the three floors and each has an individual patio. The exterior walls are mansard roof shake shingles on second floor, rough sawn plywood on first floor and concrete block in the basement; the floor framing is Douglas Fir and the roof is asphalt shingles. The upper two floors interior walls are constructed of drywall. Fire wall and basement interior unit divider walls are concrete block. The building sidewalls are insulated with 3-1/2" fiberglass insulation.

The building contains eight individual living units numbered from north to south: 429, 431, 433, 435, 437, 439, 441, 443. The building dimensions are approximately 156.30 feet by 27.40 feet. Each unit occupies the portion of each floor as shown on this plat. In units 431, 433, 435, 437, 439, and 441, the basement floor includes family room, utility room and half-bath; the main floor includes living room, kitchen and entry way with closet; and the second floor includes a connecting hall, two bedrooms, three closets and a full bathroom with linen closet. In units 429 and 443, the basement floor includes family room and utility room; the main floor includes living room, kitchen, half-bath and entry way with closet; and the second floor includes a connecting hall, three bedrooms, three closets and a full bathroom with linen closet.

Each unit has the following immediate common area:

a. Sliding doors to the rear of the first floor leading from the living room to individual patios approximately 20' by 18' 8" for units 431, 433, 435, 437, 439, and 441 and approximately 20' by 22' for units 429 and 443.

b. Door to the rear on the basement floor leading from the family room to the carport area.

c. Door to front walk and yard area.

General Common Elements:

Land on which building is erected (see legal description)
Plantings
Foundations
Exterior walls of each apartment and Building
Roof
Access sidewalks
Driveway
Water service main
Gas service main
Sanitary sewer service main
Electric main service entry breaker box
Telephone service entry box
Building style
Attic access
TV antenna
Central TV system amplifier
All other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

Limited Common Elements:

Air conditioning units with concrete slab and surrounding brick wall
Furnace
Entry sidewalks
Patio including divider fences
Carports

Unit	Carport
429	L & M
431	N & O
433	P & Q
435	R & S
437	T & U with access through S
439	V & W
441	X with access through W
443	Y & Z

Shive-Hattery & Associates
Consulting Engineers
Cedar Rapids, Iowa City, Davenport, Des Moines, Dubuque, N. Madison, Wisconsin

NORMANDY COURT CONDOMINIUMS PHASE II
IOWA CITY, IOWA

Sheet No. 1 of 1
Dwg. No. 17989-1

FILED NO
BOOK 560 PAGE 32

1979 OCT 26 AM 9:37

JOHN E. O'NEIL
RECORDER
JOHNSON CO., IOWA

Pd $144.00

4365

DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS

NORMANDY COURT CONDOMINIUMS

PHASE NO. III

This Declaration of Covenants, Conditions and Restrictions, hereinafter called "Declaration", is made and executed in Iowa City, Johnson County, State of Iowa this 22nd day of OCTOBER, 1979, by Eyman Management and Investment Corporation, an Iowa Corporation, hereinafter called "Declarant", and Robert W. Burns and Nancy Lewis Burns, husband and wife, hereinafter called "Burns", pursuant to the provisions of the Horizontal Property Act (Condominiums), Chapter 499B, of the 1979 Code of Iowa,

WITNESSETH:

WHEREAS, Declarant is the contract purchaser of certain real estate located in Iowa City, Johnson County, Iowa, and has previously filed a Condominium Declaration for Normandy Court Condominiums Phase No. I and No. II and now desires to file a third and final phase to said condominium regime;

WHEREAS, Burns are the contract sellers and hereby consent and join in the submission of the real estate described in Section 1 of Article I herein to the Horizontal Property Regime established for the sole purpose of satisfying the requirements of Section 499B.3, Code of Iowa(1979);

WHEREAS, Declarant now desires to publish a Declaration of Covenants, Conditions and Restrictions for the real property and apartment units located in Phase No. III, including the following numbered units: 3409 East Court Street, 3411 East Court Street, 3413 East Court Street, 3415 East Court Street, 3417 East Court Street, 3419 East Court Street, 3421 East Court Street, 3423 East Court Street, inclusive, hereinafter referred to as "unit 3409", "unit 3411", "unit 3413", "unit 3415", "unit 3417", "unit 3419", "unit 3421", and "unit 3423", respectively, the real estate more particularly described in Section 1, Article I hereof;

WHEREAS, Declarant is filing for record in the office of the County Recorder of Johnson County, State of Iowa, a plat showing the location of the building, the general common elements, and the limited common elements; and

WHEREAS, Declarant desires and intends by filing this Declaration and the plat attached hereto to submit the tract referred to as Phase III property description and the building and other improvements constructed thereon, together with all appurtenances thereto, to the provisions of the aforesaid Act as a condominium project, and to impose upon said property mutually beneficial restrictions under a general plan of improvement for the benefit of all of said condominiums and the Owners thereof.

NOW THEREFORE, Declarant does hereby publish and declare that all of the property described above as Phase No. III property description is held and shall be held, conveyed, hypothecated, encumbered, leased, rented, used, occupied, and improved subject to the following covenants

See file 166F folder #30 Doc #2

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conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums, and shall be deemed to run with the land and shall be a burden and a benefit to Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, their grantees, successors, heirs, executors, administrators, devisees and assigns, the Declarant hereby complies with the Horizontal Property Act (Condominiums), Chapter 499B of the Code of Iowa (1979).

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DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS
NORMANDY COURT CONDOMINIUMS

PHASE III

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ARTICLE I.

DESCRIPTION OF LAND, BUILDINGS AND APARTMENTS

Section 1. Description of Land. The land which is subject to this Declation is described as follows:

Parcel as described on Warranty Deed recorded in Johnson County Recorder's Office Plat Book 361, Page 53, more particularly described as follows:

Beginning at the Northeast corner of Lot 413, Part 8, Court Hill, an addition to the City of Iowa City, Iowa, as shown on plat recorded in Johnson County Recorder's Office Plat Book 6, Page 69;

thence South 0° 12' 50" East 201.00 feet along the East line of said Part 8, Court Hill Addition, to a point of intersection with the North line of Lot 575, Part 11B, Court Hill, an addition to the City of Iowa City, Iowa as shown on plat recorded in Johnson County Recorder's Office Plat Book 18, Page 47 (this is an assumed bearing for purposes of this description only);

thence North 89° 47' 10" East 128.00 feet along said North line to a point;

thence North 0° 12' 50" West 201.00 feet along a line parallel with and measured in an Easterly direction 128.00 feet perpendicularly from the East line of said Part 8, Court Hill Addition to a point of intersection with the South right-of-way line of Court Street;

thence South 89° 47' 10" West 128.00 feet along the said South right-of-way line to the point of beginning,

and subject to easements and restrictions of record,

and containing 25,728 square feet more or less.

Section 2. Description of Buildings. The buildings are described as follows:

There are two buildings located on the land. The buildings are two story timber-framed structures resting on concrete block basements. Four individual units are contained within each of the two buildings. Each unit occupies a portion of the three floors and has an individual patio. The exterior walls are mansard roof shake shingles on second floor, rough sawn plywood on first floor and concrete block in the basement; the floor framing is Douglas Fir and the roof is asphalt shingles. The upper two floors interior walls are constructed of drywall. Basement interior unit divider walls are concrete block and the fire wall is constructed of gypsum board. The building sidewalls are insulated

with 3-1/2 inch fiberglass insulation. The building located closest to East Court Street contains four (4) individual living units numbered from west to east as follows: Unit 3409, Unit 3411, Unit 3413, Unit 3415. The second building located on the land is located directly to the south of the first building and contains four (4) individual living units numbered from west to east as follows: Unit 3417, Unit 3419, Unit 3421, Unit 3423. The building dimensions for each building are approximately 88 feet by 27 feet. Each Unit occupies the portion of each floor as shown on the Normandy Court Condominiums Phase III Plat.

Section 3. Description of Apartments. There are four (4) individual living units located in each building. In each living unit, the basement floor includes family and utility rooms; the main floor includes living room, kitchen, half-bath and entry way with closet; and the second floor includes a connecting hall, three bedrooms, three closets and a full bathroom with linen closet.

Each unit has the following immediate common area:

a. Sliding doors to the rear on the first floor leading from the living room to individual patios of approximately 22 feet by 20 feet for Units 3409, 3411, 3413, and 3415 and approximately 22 feet by 12 feet for Units 3417, 3419, 3421, and 3423.

b. Doors to the rear on the basement floor leading from the family room to the carport area for Units 3409, 3411, 3413, and 3415.

c. Door to front walk and yard area for all units.

ARTICLE II.

COMMON ELEMENTS

Section 1. General Common Elements. The general common elements and facilities consist of, but are not necessarily limited to, the following:

a. The land on which the building is erected (see Normandy Court Condominiums Phase III legal description), including utility and roadway easements;

b. Site improvements such as driveway, access sidewalks, walks, and plantings;

c. The apartment building, except for the apartment, including exterior walls of each apartment and building, foundation, bearings, division walls, floor and roof structure, perimeter walls, columns and beams, chutes, shafts and chases, water service mains, gas service main, sanitary sewer service main, electric main service entry breaker box, telephone service entry box, building attic;

d. Attic access, television antenna, central television system amplifier, and all other parts of the property necessary or convenient to its existence, maintenance and safety, or normally in common use.

e. All other elements of the Horizontal Property Regime desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.

Section 2. Limited Common Elements. The limited common elements and facilities consist of , but are not necessarily limited to, the following:

a. Individual carports are included in the purchase of the following apartment or condominium units as follows: Unit 3409 - AA & BB; Unit 3411 - DD & EE; Unit 3413 - FF & GG, with access through EE; Unit 3415 - HH & II. (See Section 4 of Article III for easements rights.) Carport CC is unassigned at this time and shall be retained by Declarant and will be sold with one of the units in the condominium regime. Assigned carports are reserved for the exclusive use of each respective unit;

b. Air conditioning units with concrete slab and surrounding brick wall;

c. Entry sidewalks;

d. The mailbox assigned to each unit;

e. Patio including divider fences, which are reserved for the exclusive use of each respective unit;

f. All sewer, water, television or other utility or service lines or facilities or limited elements as defined by law and serving only an apartment unit;

g. All fixtures and attachments contained within an apartment unit, such as furnace equipment and plumbing and water fixtures designed for the exclusive use of such apartment unit;

h. Any limited common elements as defined by law.

ARTICLE III.
GENERAL PROVISIONS RELATING TO USE AND OCCUPANCY

Section 1. Merger of Phases. Declarant hereby merges Normandy Court Condominiums Phase III with Normandy Court Condominiums Phase I and II. Declarant shall manage the Normandy Court Condominiums Phase III until the recording of the deed transferring title from Declarant to the purchaser of the sixth condominium unit located in Phase III. On the date of recording of said deed, management of Phase III shall be merged with management of Phase I and Phase II and all three (3) phases shall be managed and operated as one (1) condominium regime. Until the recording of the deed to the sixth condominium unit in Phase III, management of Phase III shall be kept separate from Phases I and II. Declarant shall manage the operation of Phase III pursuant to the By-Laws of the Normandy Court Condominiums Association and the Declarant shall act as the Board of Directors of Phase III until the recording of the deed to the sixth condominium unit in Phase III.

Section 2. Percentage of Total Interest and Voting Rights. Upon the completion of the merger of Phases I, II and II, the percentage interest which each apartment bears to the entire Horizontal Property Regime will be 1/22, or 4.55%. Each apartment shall have one (1) vote with respect to the decision to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property, and with respect to all other matters requiring voting as set forth hereunder. The percentage interest which each apartment bears to the entire Horizontal Property Regime will be adjusted at or before the completion of each subsequent phase, if any, and placed on record in the office of the Recorder of Johnson County, Iowa.

Section 3. Use Restrictions. Each Owner shall use his apartment solely as a private residence for the Owner, Owner's family or Owner's lessee or guests, and no business, professional or other commercial activity of any type shall be operated from or out of any apartment, common element, or limited common element. No Owner shall use or permit such Owner's apartment nor any common element nor any limited common element to be used for any purpose which would void any insurance in force with respect to the project, or which would make it impossible to obtain any insurance required by this Declaration; which would constitute a public or private nuisance, which determination may be made by the Board in its sole discretion; which would constitute a violation of any applicable law, ordinance, rule or regulation (including the Rules and Regulations); or which would interfere, unreasonably, with the use and occupancy of the project by other Owners. No animal other than normal household pets that weigh less than twenty-five (25) pounds, shall be permitted on the project. No cars shall be stored in the carports or anywhere else on the property and no mechanical repairs to any car or vehicle which would require the car or vehicle to be disabled for more than forty-eight (48) hours shall be permitted in the carport area or anywhere else on the property. The patio and carport areas shall not be used for storage except that an apartment Owner who has a fireplace may store one-half (1/2) cord of firewood in the patio or carport areas. The provisions of this section are subject to the provisions of Section 4(f) of Article III herein.

Section 4. Decoration, Maintenance, Alteration and Repairs.

a. No Owner shall have any right to modify, alter, repair, decorate, redecorate, or improve the exterior of any apartment, or to take any such action with respect to the interior or exterior of any of the common elements or the limited common elements.

b. Each Owner shall have the right to modify, alter, repair, decorate, or improve the interior of such Owner's apartment, provided that such action does not impair the structural integrity, weaken the support, or otherwise adversely affect any of the buildings or any limited common element or common element, and provided that all such action is performed in good and workmanlike manner.

c. Each Owner shall maintain such Owner's apartment (including air conditioning system) in good order and repair at all times. If any Owner shall fail to so maintain an apartment, or any portion thereof, the Association shall have the right (but not the obligation) to perform such work as is necessary to put any such apartment in good order and repair, and the cost thereof shall be deemed debt of such Owner to the Association, payable on demand, and payment thereof shall be secured in the same manner as for maintenance expenses charges.

Section 5. Easements.

a. The physical boundaries of the apartments, the common elements, and the limited common elements hereto shall be conclusively presumed to be the boundaries of such areas, notwithstanding any settling, rising or other movement of the buildings or the land, and regardless of any variances actually existing on the date hereof with respect to such boundaries. Additionally, there is hereby granted a valid and existing easement for any encroachments arising out of any such variances, settling, rising or other movement, such easement shall exist so long as the project exists as a condominium regime pursuant to the Act.

b. There is hereby granted to each Owner an easement in and to that portion of the common elements or limited common elements that is occupied by any part of an Owner's apartment that is not contained within the physical boundaries of such apartment. Without limiting the generality of the foregoing, such easement shall cover the space occupied by heating and air conditioning equipment, utility pipes and lines, and other similar apparatus or equipment which serves only the apartment.

c. There is hereby reserved to the Association, on a permanent basis, and to the Declarant during its period of development, an easement, in the nature of a right-of-entry, without liability to any and all Owners, to cause its agents, independent contractors, and employees after reasonable notice to enter in and upon any and all apartments for the purpose of enforcing any and all of the provisions of this Section 3 of Article III, for the purpose of maintaining and repairing any portion of an apartment if for any reason whatsoever the Owner thereof fails to maintain it in good condition and repair and so as to present an attractive exterior appearance of as reasonably required to promote or protect the general health, safety and welfare of the other Owners.

d. There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of its development) an easement in, through and upon each and every apartment, for the express purpose of installing and providing in the future, as adopted or approved by the Association, additional or improved private, public or quasi-public utility services, including but not limited to air-conditioning and heating, to such or any other apartment or apartments, providing, however, that such easement, area or use shall not materially reduce the living area of any apartment, nor limit fully enjoyment of its use.

e. There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of its development) an easement in the nature of a temporary or emergency right of entry into each and every apartment during absence of the Owner or Owners thereof, without notice, for the express and limited purposes of making emergency utility or other repairs to such apartment or adjacent apartments, and each Owner shall be required to deposit with the Association a key for such purpose, which key the Association shall be required to maintain under complete security.

f. Until such time as all of the apartments in the condominium project have been sold, Declarant reserves the right for itself, its agents and contractors, to make use of its unsold apartments and the common elements, including the use of model apartment or apartments for display, sales office of offices, and installation and display or signs as necessary for its

program. Such use, however, shall not interfere with the enjoyment of the condominium by the other Owners of apartments.

g. There is hereby reserved and created in favor of the Association on a permanent basis (and the Declarant only during the period of development) an easement in, through, and upon the following Units: Unit 3411, Unit 3413, Unit 3419 and Unit 3421 for the express and limited purpose of inspecting or making repairs to the utility services located in the attic area, or making improvements to the buildings through the attic area, including the television antenna amplifier system, said easement right to be exercised by giving the Owner of said Units written notice of intent to enter said apartment.

h. There is hereby reserved and created in favor of the following apartment Owners an easement for the express and limited purpose of providing ingress and egress to his apartment through the carport area as shown below:

Unit 3413 - Easement right through, in, and to carport EE.

i. There is hereby reserved and created in favor of the apartment Owners in Phase III use of the Parking Lot Easement to Condominiums (Phase I) and the Parking Lot Easement by Condominiums (Phase I) and easements for utility services and easements for eletrical, sanitary sewer, storm sewer, telephone, gas, and such other services, all of which shall be jointly owned and shared equally in rights thereto by the apartment Owners of Phase I, Phase II and Phase III.

Section 6. Carports. Assigned carports shall be limited common elements limited to the exclusive use of the Owners to which such areas are assigned by this Declaration and the Plat. The carport so assigned to any apartment shall be specified in the instrument of conveyance conveying the apartment to its initial Owner. Thereafter, such carport shall be deemed appurtenant to such apartment, and shall be deemed to be transferred with any conveyance of such apartment. Notwithstanding the right of exclusive use granted to any carport in connection with the conveyance of an apartment, such areas shall remain limited common elements and shall be subject to the control of the Association. No Owner shall have any right to lease (other than to another Owner) or convey a parking space separate or apart from his apartment unit to any party, and any such attempted lease or conveyance shall be void, and title to such carport shall revert to the Association. Owners may lease their carports anually to other Owners for a period not in excess of one year. No cars shall be stored in the carports or anywhere else on the property and no mechanical repairs to any car or vehicle which would require the car or vehicle to be disabled for more than forty-eight (48) hours shall be permitted in the carport area or anywhere else on the property. The carport designated as CC shall be owned by the Declarant and Declarant shall have the right to convey said carport with any unit in the condominium regime.

Section 7. Parking Spaces. The building in which Units 3417, 3419, 3421 and 3423 are located does not have carports, but has nine (9) open parking spaces located adjacent thereto. Said parking spaces shall be used exclusively for the Owners of said building and their guests, but shall not be assigned to any specific Unit Owner.

ARTICLE IV.

DEFINITIONS

As used in this Declaration, the terms set forth below shall have the meanings indicated:

1. Apartment or Owner's Apartment or Condominium Unit shall mean an enclosed space consisting of one or more rooms occupying part of a floor or floors in a building, which enclosed space is not owned in common with the Owners of other apartments in the project. The boundaries of an apartment shall be the interior surface of its perimeter walls, floors, and ceilings, and shall include the portions of the building so described and the air space thereby enclosed. All heating and air conditioning equipment, ducts, and lines, and all utility pipes, lines, systems, and fixtures that serve only one apartment shall also be included within the definition of an "Apartment", whether such items are located within the space enclosed by the boundaries of such apartment or not.

2. Association shall mean the Normandy Court Condominiums Association, an Iowa non-profit corporation to be created after the date hereof, the Members of which shall be the Owners of apartments within the project. The term "Association" shall have the same meaning as the term "Council of co-owners" in the Act.

3. Act shall mean the Iowa Horizontal Property Act as set forth in Chapter 499B of the Code of Iowa, 1979, as amended from time to time.

4. Board shall mean the Board of Directors of the Association.

5. Building shall mean the building situated on the land.

6. Bylaws shall mean the Bylaws of the Association, a copy of which is attached hereto as Exhibit "C".

7. Carport shall mean the limited common element assigned to individual apartments and shown on the Plat.

8. Declarant or Developer shall mean Eyman Management and Investment Corporation and any successor or affiliate entities, provided such successors or assign are designated in writing by the preceding Declarant or Developer as such.

9. Maintenance Expense Charge shall mean the assessment levied for management and operation of the project and for repairs, maintenance, insuring, and operation of the common elements and limited common elements, except patios (including reserves for replacements).

10. Maintenance Fund shall mean any accumulation of the maintenance expense charges collected by the Association for the continued maintenance, repair and operation of the project.

11. Current Expenses shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for contingencies and working under, except expenditures chargeable to reserves, to additional improvement, or to operation. The balance in this fund at the end of each year shall be applied to reduce the assessments for current expense for the succeeding year.

12. Reserve for Replacement shall include funds for repair or replacement required because of damage, depreciation or obsolescence.

13. Additional Improvements shall include the funds to be used for capital expenditures for additional improvements or additional personal property which will be part of the common elements.

14. Member shall mean a member of the Association, as more particularly described in Article V. hereof.

15. Mortgage shall mean a security interest, mortgage or lien granted by an Owner in and to, or against, an apartment to secure the repayment of a loan, and duly filed for record in the Recorder of Johnson County, Iowa.

16. Mortgagee shall mean the person who holds a Mortgage as security for repayment of a debt.

17. Owner shall mean any person, firm, corporation, or other entity which owns, of record, title to an apartment in the project.

18. Project or Condominium Project shall mean the land, the building, the apartments, the limited common elements, and the common elements, the use of the term "Project or Condominium Project" herein being designed and intended to refer to the entire condominium regime hereby established.

19. Rules and Regulations shall mean the rules adopted from time to time by the Board of Directors of the Association concerning the management and administration of the Project for the use and enjoyment of the Owners.

ARTICLE V.

MANAGEMENT AND OPERATION OF PROJECT

Section 1. Management by Association. Until the recording of the deed to the sixth condominium unit in Phase III, Declarant shall administer and manage Phase III separately from Normandy Court Condominiums Phase I and Phase II. Declarant shall have the same powers as the Board of Directors of the Normandy Court Condominiums Association and shall manage Phase III in accordance with this Declaration and the By-Laws attached hereto. Thirty (30) days after the recording of the deed transferring title from Declarant to the sixth condominium unit in Phase III, the Normandy Court Condominiums Association shall assume management of Phase III. The affairs of all three phases shall be administered by the Association. The Association shall have the rights, powers, and duties of a "Council of Co-owners" as that term is used in the Act. The Association shall have the power and obligation to provide for maintenance, repair, replacement, administration, insuring, and operation of the Project as herein provided for, and as provided for in the By-laws and in the Rules and Regulations.

Section 2. Membership in Association. Each Owner, including Developer, shall be a Member of the Association so long as he shall be an Owner, and such membership shall automatically terminate when such ownership ceases. Upon the transfer of ownership of an Apartment, howsoever achieved, including without limitation by foreclosure of a lien upon an Apartment, the new Owner thereof shall, concurrently with such transfer, become a Member in the Association. If there are one or more Owners of an Apartment, then such Owners shall designate one of

their number as the Member of the Association, which designation shall be made in writing to the Board. After an Owner is so designated, the Board shall have the right to rely on such designation until a written notice revoking such appointment is received by the Board. Any such Owners may designate the Member from among themselves in any manner they deem fit, and in the event that such Owners are unable to agree upon one of their number to be designated as the Member to the Association, then none of such Owners shall have any vote, fractional or otherwise, in the Association.

Section 3. Initial Board of Directors, Election of First Board. The initial Board of Directors of the Association consists of Jerry L. Eyman and Darrel P. Eyman, sometimes hereinafter referred to as "initial Board" or "initial Board of Directors". Said Board shall serve until the "first Board of Directors" (sometimes hereinafter so referred to) is elected by the Members. Election of the first Board of Directors shall be held within sixty (60) days after Declarant has conveyed, by deeds duly executed and recorded, five of the apartments in Phase No. I. Management of Phase III shall remain with Declarant until the recording of the Deed to the sixth condominium unit in Phase III. On the thirtieth (30th) day after the recording of said Deed, the Board of Directors of the Association shall assume management of Phase III. Elections to the Board of Directors shall be held as set forth in the By-Laws.

Section 4. Meetings of the Board of Directors. The Board of Directors shall meet as set forth in the By-Laws.

Section 5. Voting of Members. Each Member, including Developer, shall have a vote or votes in the Association on the basis of one (1) vote for each apartment owned.

a. Joint and Multiple Owner Disputes. The vote or votes for each apartment must be cast as a single vote, and fractional votes shall not be allowed. In the event that joint or multiple Owners are unable to agree among themselves as to how their vote or votes shall be cast, they shall lose their right to vote on the matter in question. If any Owner or Owners cast a vote representing a certain apartment, it will thereafter be conclusively presumed for all purposes that he was or they were acting with the authority and consent of all other Owners of the same apartment. In the event more than one vote is cast for a particular apartment, none of said votes shall be counted and said votes shall be deemed void.

b. Common or Joint Ownership. In the event that more than one person shall at any time be the Owner of any apartment, all such persons shall be Members and the vote for such apartment shall be exercised as such persons among themselves shall determine. In no event shall more than one vote be cast with respect to any apartment.

c. Lienholders and Mortgagees. Persons or entities holding an interest in an apartment merely as security for performance of an obligation shall not be considered members or vote.

ARTICLE VI.

MAINTENANCE EXPENSE CHARGE AND MAINTENANCE FUND

Section 1. Payment of Maintenance Expenses. Each Owner shall contribute to the Maintenance Fund a portion of the annual Maintenance

Expense Charge for the expenses and administration of the Project and the maintenance and operation of the common elements and the limited common elements which portion shall be in proportion to such Owner's Percentage Interest. The Maintenance Expense Charge shall be assessed in accordance with the provisions hereafter set forth. No Owner is or shall be exempt from such obligation to so contribute by waiver of use of the common elements or any limited common elements, or because of any restriction of such uses in accordance herewith, or with the Rules and Regulations.

Section 2. Budgets; Establishment of Maintenance Expense Charge and Maintenance Fund. Upon the recordation of this Declaration, Declarant shall establish a budget for the operation and maintenance of Phase III for that portion of the calendar year then remaining, which budget shall set forth the reasonable estimate of all expenses which Phase III will incur in such operation and maintenance of the Project for the remainder of such year. Such budget, and all successive budgets, shall include a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements to common elements and limited common elements. Thereafter, annually, in the last calendar quarter of each year, the Board shall meet and establish such a budget for the next succeeding calendar year. Copies of each such budget shall be posted at the Project for inspection by the Owners. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the common elements and limited common elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner.

The Board shall cause the budget and the assessments to be levied against each unit for the following year to be delivered to each member at least fifteen (15) days prior to the annual meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12th) of the portion of the Maintenance Expense Charge so allocated to such member. Notwithstanding the foregoing, however, in the event the membership disapprove the proposed budget or the Board fails for any reason to so determine the budget and assessment for the suceeding year, then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Section 3. Special Assessments. If the Board at any time, or from time to time, determines that the Maintenance Expense Charge assessed for any period is insufficient to provide for the continued operation of the Project and the maintenance of the common elements and limited common elements, then the Board shall have the authority to levy such special assessments as it shall deem necessary to provide for such continued maintenance and operation. With limiting the generality of the foregoing, such special assessment may be assessed because of casualty, condemnation, or other loss to any part of the common elements or limited common elements, or to make

up for any deficiencies caused by nonpayment of Maintenance Expense Charges by Owners. Prior to the Election Date special assessments may be assessed by the Board. After the Election Date no special assessment shall be effective until the same is approved by Members holding at least a majority of the votes in the Association. Any such special assessment shall be payable (and the payment thereof may be enforced) in the manner herein specified for the payment of the Maintenance Expense Charge.

Section 4. Payment of Maintenance Expense Charge; Enforcement. One-twelfth (1/12th) of the portion of the Maintenance Expense Charge assessed against each Owner shall be due and payable, in advance, on the first day of each calendar month during the year for which the Maintenance Expense Charge in question has been assessed. Any such amount not paid by the tenth (10th) day of such month shall be deemed delinquent, and shall bear interest at the rate of nine percent (9%) per annum thereafter until paid. In order to secure payment of the Maintenance Expense Charge, there is hereby reserved by Declarant in favor of and herein and hereby assigned and transferred to the Association, a lien which shall be enforceable through appropriate judicial proceedings by the Association. Said lien shall be subordinate in all respects to any purchase money mortgage, or mortgage refinancing a purchase money mortgage. In addition to the liens hereby retained and created, in the event of nonpayment by any Owner of such Owner's portion of the Maintenance Expense Charge, the Association may, upon ten (10) days written notice thereof to such nonpaying Owner, in addition to all other rights and remedies available at law or otherwise, pursue any or all of the following remedies:

a. The Association may restrict the rights of such nonpaying Owner to use the common elements and limited common elements in such manner as the Association deems fit or appropriate.

b. The Association may pursue any other remedy provided by law in addition to or in lieu of any or all of the above.

Section 5. Maintenance Fund. The Maintenance Expense Charges collected by the Association shall be paid into the Maintenance Fund to be held for the use and benefit, directly or indirectly, of the Project. Such Maintenance Fund may be expended by the Board for the purposes set forth hereinabove and generally to promote the health, benefit and welfare of the Project and the Owners.

Section 6. Initial Assessment of Maintenance Expense Charge. There is hereby assessed, against each apartment and Owner, an initial Maintenance Expense Charge equal to the respective Percentage Interest multiplied by the budget initially adopted by Declarant. Such initial Maintenance Expense Charge is subject to increase (but shall not be decreased) in accordance with Section 3 of this Article VI.

ARTICLE VII.

INSURANCE

Section 1. General Provisions. The Board shall obtain insurance for the Project as follows, in such amounts as the Board may deem appropriate, except where otherwise specifically indicated, the premiums for which shall be borne by the Maintenance Fund:

(a) Insurance on the building (including apartments), common elements and limited common elements against loss or damage by fire or by any and all other risks insured by standard extended coverage policies in use in the State of Iowa, which, subject to the policy contract limitations, insures against all risks of physical loss, in amounts sufficient to prevent the Association from being a co-insurer within the terms of such policies, but in any event in an amount not less than the full replacement cost thereof. The full replacement cost of the building (including apartments), common elements, and limited common elements, shall be determined annually by the Board, who may obtain an appraisal in making such determination, the cost of which shall be paid from the Maintenance Fund.

(b) EXCESS AND UMBRELLA LIABILITY INSURANCE with a minimum limit of $1,000,000 each occurrence (and to include Personal Injury Liability). Such insurance contract reflecting the existence of underlying insurance as described in Paragraphs (c) and (d) below described herein.

(c) COMPREHENSIVE GENERAL LIABILITY with such limits as to comply with underlying limits prescribed by the aforementioned Excess and Umbrella Liability insurance contract for Bodily Injury and Property Damage Liability claims arising in the course of the operations of the Association. Such Comprehensive General Liability insurance additionally to include the operation of all owned, non-owned and hired automobiles. Any policy obtained pursuant to this subsection (c) shall contain a cross-liability endorsement whereby the rights of named insured shall not prejudice his, her or their action or actions against another named insured.

(d) Such other insurance in such reasonable amounts as the Board shall deem desirable.

Section 2. Policies. All insurance provided for this Article shall be effected with licensed insurers authorized to do business in the State of Iowa. All such policies of insurance shall name as insured the Association, as Trustee for each Owner as their interest may appear, and all Mortgagees, all as their respective interests may appear. All such policies shall be without contribution with regard to any other policies of insurance carried individually by an Owner, and shall provide that such policy shall not be terminated for any cause without at least thirty (30) days prior written notice to the Association and the Mortgagees. If possible, all policies of insurance of the character described in this Article shall contain an endorsement extending coverage to include the payment of Maintenance Expense Charges with respect to apartments damaged during the period of reconstruction thereof. Any proceeds paid in respect of any insurance policy obtained by the Board pursuant to this Article 7 shall be held and disbursed by a bank named by the Board, as Trustee.

Section 3. Future Laws. In the event that an insurance policy specifically designed to meet the insurance needs of condominium regimes hereafter becomes available in Iowa, the Board shall be authorized to

obtain such a policy provided that the coverage afforded thereby at least equals the coverage provided by the policies enumerated in this Article.

Section 4. Individual Insurance. Each Owner shall be responsible for insuring the contents and furnishings of his apartment and of the limited common elements, subject to his exclusive control, and for insuring the Owner's improvements, alterations, additions, and fixtures not covered by the master policy to be purchased by the Association. All policies of casualty insurance carried by each Owner shall be without contribution with respect to the policies of casualty insurance obtained by the Board for the benefit of all of the Owners as above provided.

ARTICLE VIII.

FIRE OR CASUALTY: REBUILDING

Section 1. Determination of Loss.

(a) In the event of fire or other casualty causing damage or destruction to the buildings, (including buildings located in Phase No. I, Phase No. II and Phase No. III of the Normandy Court Condominiums), the Board shall, within thirty (30) days of the date of the damage or destruction to all or part of the property determine whether such loss comprises more than two-thirds (2/3) of the building. Unless otherwise required by law, such determination shall be made by determining whether the cost of necessary repair or reconstruction would exceed two-thirds (2/3) of the cost of reconstructing the building as it existed immediately prior to such fire or other casualty which does not comprise more than two-thirds (2/3) of the building, unless otherwise unanimously agreed to by the Owners, the building shall be repaired and reconstructed substantially in accordance with the original plans and specifications therefor.

(b) In the event that fire or other casualty damages or destroys the whole or more than two-thirds (2/3) of the building, which determination shall be made in the manner hereinabove set forth, and unless otherwise unanimously agreed upon by the Owners, all proceeds of insurance policies carried by the Association and the balance of the Maintenance Fund shall be delivered to the bank selected by the Board of Directors, and the condominium regime established by this Declaration shall terminate. Upon such termination, the apartments, common elements and limited common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interests by all Owners as tenants-in-common in the Percentage Interest previously owned by each Owner.

Section 2. Rebuilding

(a) If it is determined that the buildings shall be repaired and reconstructed, then all proceeds of insurance policies carried by the Association with respect to such fire or casualty shall be paid to the bank selected by the Board of Directors to be held. The Board shall thereupon contract to repair or rebuild the damaged portions of the buildings, common elements, limited common elements and apartments, in accordance with the original plans and specifications therefor and the funds held by said bank shall be used for this purpose and disbursed in accordance with the terms of the contract for repair and rebuilding.

(b) In the event that such insurance proceeds are insufficient to provide for such repair, restoration, or rebuilding, those costs in excess of the insurance proceeds shall be assessed against all of the Owners, in proportion to their Percentage Interests. Such special assessments shall not require the consent of the members notwithstanding the provisions of Section 4 of Article VI hereinabove. If any

Owner shall fail to pay such special assessments when due, the Board may make up the deficiency by payment from the Maintenance Fund. Payment of such assessments shall be enforced as provided for in Section 5 of Article VI hereinabove.

Section 3. Repair of Apartments. Each Owner shall be responsible for the reconstruction, repair and replacement of all personal and other property in or part of his apartment and which is not a common element or limited common element.

ARTICLE IX.

EMINENT DOMAIN

Section 1. General Provisions. If all or any part of the Project is taken or threatened to be taken by condemnation, eminent domain, or by any other similar power, the Board and each Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The Board shall give notice of the existence of such proceeding to all Owners and Mortgagees known to the Board. The expense of participation in such proceedings by the Board shall be borne by the Maintenance Fund. The Board is specifically authorized to obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Board in its discretion deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Board, acting as Trustee, and such damages or awards shall be applied or paid as provided herein.

Section 2. Common Elements; Limited Common Elements Not Subject to Exclusive Use. In the event that any action in eminent domain is brought to condemn a portion of the common elements, or any limited common elements that are not exclusively limited to the use of the Owner of one apartment (hereafter in this Section 2 of Article IX, only, all references to limited common elements shall be deemed to be references only to such limited common elements) the Board shall have the sole authority to determine whether to defend or resist any such proceeding; to make any settlement with respect thereto; or to convey such property to the condemning authority in lieu of such condemnation proceeding. With respect to any such taking of common elements or limited common elements, all damages and awards shall be determined for such taking as a whole and not for each Owner's interest therein. After the damages or awards for such taking are determined, such damages or awards shall be paid to each Owner in proportion to his Percentage Interest. The Board may, if it deems advisable, call a meeting of the Association, at which meeting the members, by a majority vote, shall decide whether to replace or restore as far as possible the common elements or such limited common elements so taken or damaged.

Section 3. Taking of Less than Two-thirds of Apartments and Limited Common Elements Subject to Exclusive Use. In the event that any eminent domain proceeding results in the taking of or damage to one or more, but less than two-thirds (2/3) of the total number of apartments or those limited common elements reserved for the exclusive use of the Owner of one apartment (hereafter in this Section 3 of Article IX only, all references to limited common elements shall be deemed to be references only to such limited common elements), or both, then the damages and awards for such taking and the payment therof shall be determined in accordance with the following:

(a) The Board shall determine which of the apartments damaged by such taking may be made tenantable and which limited common elements

may be made usable for the purposes set forth in this Declaration.

(b) The Board shall determine whether it is reasonably practicable to operate the remaining apartments and limited common elements (including those which may be made tenantable or usable) in the manner provided in this Declaration.

(c) If the Board determines that is not reasonably practicable to operate such remaining apartments and limited common elements, then the Project shall be deemed to be regrouped and merged into a single estate owned jointly in undivided interest by all Owners, as tenants-in-common, in their respective Percentage Interests, and the condominium regime hereby established shall terminate.

(d) If the Board determines that it will be reasonably practicable to operate such remaining apartments and limited common elements, then the damages and awards made with respect to each apartment and limited common element which has been determined to be capable of being made tenantable or unable shall be applied to the repair and reconstruction thereof. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of those apartments which are being repaired or reconstructed so as to be made tenantable and against those Owners who have the exclusive right of use of the limited common elements being made usable. With respect to those apartments and limited common elements which may not be made tenantable or usable, the award made with respect thereto shall be paid to the Owner who owns such apartment or has the exclusive right of use of the limited common elements, or to their Mortgagee, as their interests may appear, and the remaining portion of such apartments and limited common elements, if any, shall be come a part of the common elements and the repair and use thereof shall be determined by the Board. Those apartments which may not be made tenantable shall no longer be a part of the Project and the Percentage Interest appurtenant to each remaining apartment of the Project shall be adjusted by the Board, in such manner as it may determine, to distribute the ownership of the undivided interests in the common elements among the reduced number of Owners. After making such adjustment the Board will cause an instrument reflecting the new Percentage Interest appurtenant to each apartment to be duly recorded.

Section 4. Taking in Excess of Two-thirds of Apartments and Limited Common Elements Subject to Exclusive Use. If the entire Project is taken, or two-thirds (2/3) or more of the apartments and limited common elements subject to exclusive use are taken or damaged by such taking, all damages and awards shall be paid to the accounts of the Owners thereof (or the Owners entitled to such exclusive use), in proportion to their Percentage Interests and the condominium regime hereby established shall terminate upon such payment. Upon such termination, the apartments, common elements and limited common elements shall be deemed to be regrouped and merged into a single estate owned in undivided interest by all Owners, as tenants-in-common, their respective Percentage Interests.

Section 5. Payment of Awards and Damages. Any damages or awards provided in this Article to be paid to or for the account of any Owner by the Board, acting as Trustee, shall be applied first to the payment of any taxed or assessments by governmental authorities past due and unpaid with respect to that apartment; secondly, to amounts due under any Mortgages; thirdly, to the payment of any unpaid Maintenance Expense Charges or special assessments charged to or made against the apartment; and finally to the Owner of such apartment.

ARTICLE X.

AMENDMENTS TO DECLARATION: BYLAWS

Section 1. General Provision. Normandy Court Condominiums Phase No. III is the final of the project. Declarant reserves the right to amend this Declaration and the By-laws to clarify the rights and obligations of the Owners in order that all three phases of Normandy Court Condominiums are owned and managed as one horizontal property regime. Other than this right of the Declarant to amend the Declaration and the By-laws, the provisions hereof may be amended by an instrument in writing, signed by members not having less than two-thirds (2/3) of the votes in the Association entitled to vote thereupon, but no such amendment shall be effective until a written notice thereof is duly recorded in the office of the Recorder of Johnson County, Iowa.

Section 2. Mortgage Protections. Notwithstanding Section 1 above, unless at least three-fourths (3/4) of the Mortgagees, based on one vote for one Mortgagee, or Owners (excepting the Developer) of the apartments have given prior written approval, neither the Owners nor the Association shall be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium regime; or

(b) change the pro rata interest or obligations of any apartment for:

(i) the purpose of levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each apartment in the common elements, or

(iii) by act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements, except for granting public utility easements.

ARTICLE XI.

LEASING OF APARTMENTS

Each Owner shall have the right to lease or sublet such Owner's apartment and assigned carports as for the purpose of a private residence, the leasing of said apartment and carports shall be to the person or persons residing in said apartment, subject to the provisions of Article III hereof.

ARTICLE XII.

MORTGAGEE PROTECTIONS

Anything to the contrary notwithstanding, contained in Section 1 of Article X of this Declaration, until termination of the Condominium Regime as herein provided, for protection of mortgagees, THAT:

Section 1. Written Approval. The prior written approval of each institution or other holder of a first mortgage lien on units in the Project will be required for at least the following:

(a) The abandonment or termination of the Project, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain;

(b) Any material amendment to this Declaration or to the Bylaws of the Association, including, but not limited to, any amendment which would change the percentage interests of the unit Owners in the Project, except subject to the right of Declarant to amend the Declaration as set forth in Article 10, Section 1 herein.

Section 2. Subordination of Common Expense Lien. Any lien which the Association may have on any unit in the Project for the payment of common expense assessments attributable to such unit will be subordinate to the lien or equivalent security interest of any first mortgage on the unit recorded prior to the date any such common expense assessments become due.

Section 3. First Mortgage Holders' Rights. Any institutional or other holder of a first mortgage on a unit in the Project will, upon request, be entitled to: (a) inspect the books and records of the Association during normal business hours; and (b) receive an annual financial statement of the Association within 90 days following the end of any fiscal year of the Project; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

Section 4. Insurance Proceeds Upon Damage. In the event of substantial damage to or destruction of any unit or any part of the common elements, the institutional or other holder of any first mortgage of a unit will be entitled to timely written notice of any such damage or destruction and no provision of this Declaration or any other document establishing the Project will entitle the Owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of any insurance proceeds.

Section 5. Condemnation. If any unit or portion thereof of the Project or the common elements or any portion thereof of the Project is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, then the institutional or other holder of any first mortgage on a unit will be entitled to timely written notice of any such proceeding or proposed acquisition and no provision of this Declaration or any other document establishing the Project shall entitle the Owner of a unit or other party to priority over such institutional or other mortgage holder with respect to the distribution to such unit of the proceeds of any award of settlement.

Section 6. Rights of First Refusal. The right of a unit Owner to sell, transfer, or otherwise convey the Owner's unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.

Section 7. Rights of Lienholders Under Foreclosure. Each holder of a first mortgage lien on a unit who comes into possession of the unit by virtue of foreclosure of the mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the unit free of any claims for unpaid assessments and charges against the unit which accrue prior to the time such holder comes into possession of the unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Project units including the mortgaged unit.

Section 8. Notice to Mortgagee. Upon written request, any Mortgagee shall be entitled, with respect to any apartment as to which it has a mortgage, to written notification from the Association of any default in the performance by an Owner of any obligation under this Declaration, the Articles of Incorporation of the Association, or the Bylaws.

ARTICLE XIII.

INSPECTION--WAIVER

Each purchaser of an apartment has full opportunity and shall be under a duty to inspect and examine the apartment to be purchased by him prior to his purchase thereof, and agrees that the apartment is purchased as actually and physically existing. By a purchaser filing his deed therefor, each and every such purchaser of an apartment agrees for himself, his heirs, executors, administrators and assigns, that the square footage, size and dimensions of each unit, and each area constituting any part of the common elements as set out and shown in this Declaration or the plat attached hereto as Exhibit "B" are based upon relative percentages and square footages which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage of square footages of any specific portion of the project property, and that the Declarant does not warrant, guarantee or represent any apartment or any area constituting any part of the common elements contains precisely the area, square footage or dimensions shown by the plat thereof; and each purchaser of an apartment, for himself, his heirs, executors, administors and assigns, expressly waived any claims or demand of any kind or nature which he could possibly have against Declarant or any person whomsoever on account of dimensions actually and physically existing and the size, square footage and dimensions shown on the plat attached hereto. In interpreting deeds, mortgages, deeds of trust and other instruments for any purpose whatsoever, or in connection with any matter, the existing physical boundaries of any unit or of any unit reconstructed in substantial accordance with the original plans thereof, shall be conclusively presumed to be the boundaries regardless of settling, rising or lateral movements of the building, and regardless of variances between boundaries as shown on the plat and the actual boundaries of the building.

ARTICLE XIV.

MISCELLANEOUS

Section 1. Partition. The common elements and limited common elements shall remain undivided and shall not be subject to any action for partition or division so long as the Project is maintained as a condominium regime in accordance with the terms and provisions hereof. In any event, no such partition may be effected until consent is had from all Mortgagees or all Mortgages are paid in full.

Section 2. Severability. In the event of the inability of partial invalidity of unenforceability of any provision or portion of this Declaration, the remainder of this Declaration shall remain in full force and effect.

Section 3. Enforcement. The Board, or any Owner, shall be entitled to enforce any of the terms and provisions hereof by action at law or in equity. Failure by the Board or any Owner or Owners to so enforce the terms hereof shall not be deemed a waiver of any breach or failure to adhere to any of the terms and provisions hereof.

Section 4. Covenant Running with Land. Subject to change according to Article X, Section 1, the terms and provisions hereof shall be deemed to be covenants running with the land and shall be binding upon the Developer, all Owners, and their heirs, legal representatives, successors, and assigns.

Section 5. Rules and Regulations. The Rules and Regulations with respect to the day-to-day maintenance, operation, and enjoyment of the common elements and the Project may be amended from time to time by the Board. The Rules and Regulations are of equal dignity with, and shall be enforceable in the same manner as, the provisions of this Declaration, but in the event of a conflict, this Declaration shall control. Each Owner, by accepting conveyance of an apartment, agrees to comply with and abide by the Rules and Regulations, as the same may be amended from time to time.

Section 6. Exhibits. Exhibits "A" through attached hereto are hereby incorporated by reference in this Declaration for all purposes, as if set out verbatim herein.

EXECUTED this 22nd day of OCTOBER, 1979.

EYMAN INVESTMENT MANAGEMENT CORPORATION

Robert W. Burns

By: Jerry L. Eyman, President

Nancy Lewis Burns

By: Jan G. Eyman, Secretary

STATE OF IOWA

SS.

JOHNSON COUNTY

On this 22nd day of OCTOBER, 1979, before me a Notary Public in and for the State of Iowa, personally appeared Jerry L. Eyman and Jan G. Eyman to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of said corporation executing the within and foregoing instrument that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Jerry L. Eyman and Jan G. Eyman as such officers acknowlegded the execution of said instrument to be the voluntary act and deed of said corporation by it and by them voluntarily executed.

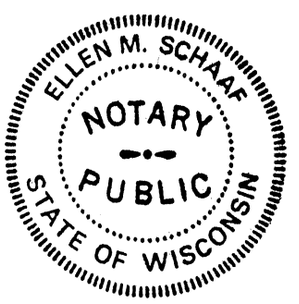
NOTARIAL SEAL

Notary Public in and for the State of Iowa

STATE OF WISCONSIN
SS.
SAWYER COUNTY

On this 22nd day of October, 1979, before me a Notary Public in and for the State of Wisconsin personally appeared Robert W. Burns and Nancy Lewis Burns to me personally known to be the persons who executed the above and foregoing Declaration of Covenants, Conditions and Restrictions and acknowledged the execution of the same to be their own voluntary act and deed.

WITNESS my hand and Notarial Seal the day, month and year last above written.



Ellen M. Schaaf
Notary Public in and for the State of Wisconsin

NOTARIAL SEAL

BYLAWS

OF

NORMANDY COURT CONDOMINIUMS ASSOCIATION

Article I. Offices

Section 1. The principal office of the Corporation in the State of Iowa shall be located in the County of Johnson. The Corporation may have such other offices, either within or without the State of Iowa, as the Board of Directors may designate or as the business of the Corporation may require from time to time.

Section 2. The registered office of the Corporation required by the Iowa Business Corporation Act to be maintained in the State of Iowa may be, but need not be, identical with the principal office in the State of Iowa, and the address of the registered office may be changed from time to time by the Board of Directors.

Article II. Definitions

Section 1. "Declaration" shall mean the declaration, as amended from time to time, establishing Normandy Court Condominiums as a condominium regime, including Phase No. I, Phase No. II, and Phase No. III in Iowa City, Johnson County, Iowa pursuant to Chapter 499B of the Code of Iowa (1979).

Section 2. All terms used herein shall have the meaning given thereto in the Declaration unless expressly stated to the contrary herein.

Section 3. "Association" shall mean the Normandy Court Condominiums Association.

Section 4. "Articles of Incorporation" shall mean the articles of incorporation of the Association, as amended from time to time.

Section 5. "Bylaws" shall mean the Bylaws of the Association, as amended from time to time.

Section 6. "Director" shall mean a member of the Association's Board of Directors.

Section 7. "First Board of Directors" or "First Board" shall mean the first Board of Directors elected by the members and shall not mean the "initial Board of Directors".

Section 8. "Initial Board of Directors" or "Initial Board" shall mean the Board of Directors appointed by the Declarant consisting of Jerry L. Eyman and Darrell P. Eyman.

Section 9. "Member" shall mean those persons entitled to membership in the Association as provided in the Declaration.

Section 10. "Property" shall mean that real property described in the Declaration.

Section 11. "Owner" shall mean any person, firm, corporation, or other entity which owns, or record, title to an Apartment in Normandy Court Condominiums.

References to "he" or "him", or "his" shall include the feminine gender as well as the masculine.

Article III. Members, Meetings and Voting Rights

Section 1. Composition and Powers. Every Owner shall be a Member of the Association and shall continue to be a Member for so long as he owns an Apartment, all as more fully set out in the Declaration. Membership shall be appurtenant to, and may not be separated from, the ownership of any Apartment.

Upon any transfer of ownership of an Apartment, howsoever accomplished, the new Owner acquiring or succeeding to such ownership shall provide the Secretary of the Association with (1) a copy of the recorded deed or document transferring title to such Apartment; and (2) a copy of mortgage, deed of trust or lien thereof, if any, created pursuant to such transfer of title, whereupon such new Owner shall automatically succeed to such membership in the Association.

Except as otherwise provided in these Bylaws or in the Declaration, all action to be taken or authorized by the Members shall be deemed validly taken or authorized upon adoption by vote of a majority of the Members present, in person or by proxy, at any properly called meeting at which a quorum is present, in person or by proxy.

Section 2. Annual Meetings.

(a) The first annual meeting of the Members shall be held when called, upon ten (10) days prior written notice to the Members, by the "initial Board of Directors" of the Association. Such meeting shall be called within sixty (60) days after the fifth (5th) Apartment has been conveyed by Declarant by deeds duly executed, acknowledged, delivered and recorded.

(b) Thereafter, the annual meeting of the Members shall be held on the third Monday in the month of January of each year at 8:00 P.M. If the day for the annual meeting of the Members is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

(c) At the annual meeting, Members shall elect directors, approve and adopt an annual budget, confirm appointment of committees and transact such other business as may otherwise be scheduled or which may properly be brought before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be caled at any time by the President of by a majority of the Board of Directors, or upon written request of ten (10) Members.

Section 4. Notice of Meetings.

(a) Written Notice. Written notice of each meeting of the Members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least ten (10) days before such meeting to each Member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied in writing by such Member to the Association for the purpose of notice. Such notice shall specify the place, date and hour of the meeting, and, in the case of a special meeting, the purpose of the meeting.

(b) Voting List. At least ten (10) days before each meeting of Members, a complete list of the Members entitled to vote at the meeting, arranged in alphabetical order, with address of each and the number of votes entitled to be voted, shall be prepared by the Secretary. The list, for a period of ten (10) days prior to the meeting, shall be kept on file at the office of the Association and shall be

subject to inspection by any Member at any time during usual business hours. The list shall also be produced and kept open at the time and place of the meeting during the whole time thereof, and shall be subject to the inspection of any Member during the whole time of the meeting.

Section 5. Quorum and Adjournment. The presence at any meeting, in person or by proxy, of Members entitled to cast thirty-three percent (33%) of the votes in the Association shall constitute a quorum for any action, except for amendment to these Bylaws when a quorum of not less than sixty-six percent (66%) of the Members shall constitute a quorum, and as otherwise provided in the Articles of Incorporation, the Declaration, or these Bylaws. Any meeting of the Association, whether annual or special, may be adjourned from time to time, whether a quorum be present or not, without notice other than the announcement at the meeting, and such adjournment may be to such time, date, and place as may be determined by a majority of the votes cast at such meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called.

Section 6. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his Apartment.

Section 7. Voting. Each Member shall have a vote or votes in the Association on the basis of one vote for each apartment owned by such Member, as set forth in Section 5 of Article V. of the Declaration. Any vote may be taken by voice or by show of hands unless someone entitled to vote objects, in which case written ballots shall be used.

Article IV. Board of Directors

Section 1. General Powers. The business and affairs of Phase No. III shall be managed by Declarant until the conveyance of the six apartments by Declarant by deed. Thereafter, the business and affairs of Phase No. III shall be merged with Phases Nos. I and II and shall be managed by the Board of Directors of the Association.

Section 2. Number, Tenure and Qualification. Until 30 days after the recording of the deed transferring title from Declarant to the purchaser of the sixth condominium unit, the affairs of Phase III shall be managed by Declarant. Thereafter, the Board of Directors of the Association shall manage the affairs of the Association. The Directors shall be elected by and from membership at its annual meeting and shall act as such until their successors are duly elected and qualified. No more than one owner of any Apartment shall serve upon the Board of Directors, nor may any person who does not reside within Normandy Court Condominiums Phase No. I, Phase No. II, or Phase No. III shall serve on the Board of Directors.

Section 3. Removal. No Member of the "initial Board of Directors" appointed by Declarant shall be subject to removal by the Members. Thereafter, any Director may be removed from the Board of Directors, with or without cause, by an affirmative vote of a majority of all votes in the Association represented at a special meeting called for such purpose. In the event of death, resignation or removal of a Director, his successor shall be elected by the remaining members of the Board of Directors and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. By resolution of the Board of Directors, a Director may be paid for his or her actual expenses in the performance of his or her duties. However, no Director shall receive compensation for attending meetings of the Board of Directors. However, nothing shall preclude any Director from serving the Association in any other capacity and receiving compensation therefor.

Section 5. Quorum. At meeting of the Board of Directors a majority of the number of Directors fixed by these Bylaws shall constitute a quorum for the transaction of business. The act of a majority of the directors present at a meeting at which a quorum is present shall be the act of the Board of Directors, except as otherwise specifically provided by statute, the Articles of Incorporation, or these Bylaws. If a quorum is not present at a meeting of the Board of Directors the Directors present may adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum is present.

Section 6. Action Taken Without a Meeting. The Directors shall have the right to take any action without a meeting which they could take at a meeting by obtaining the written approval of all the Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

Section 7. Nominations. Nominations for election to the Board of Directors may be made from the floor of the annual meeting or by written petition signed by five (5) Members of the Association.

Section 8. Election. Election to the Board of Directors shall occur at a regular or special meeting of the Association. If requested by any Member, the balloting shall be secret written ballot. At such election the Members or their proxies may cast in respect to each vacancy as many votes as they are entitled to exercise under the provisions of the Declaration and these Bylaws. The persons receiving the larges number of votes shall be elected. Cumulative voting is not permitted.

Section 9. Meetings. Meetings of the Board of Directors shall be held when called by the President or at written request of any two (2) Members of the Board, after not less than three (3) days written notice to each Director, which notice may be waived by attendance at the meeting or by written waiver.

Section 10. Procedure. The Board of Directors shall keep regular minutes of its proceedings. The minutes shall be placed in the minute book of the Association.

Section 11. Power and Duties. The Board of Directors, for the benefit of the members, shall have the following powers and duties:

(a) To exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved by the membership by other provisions of these Bylaws, Articles of Incorporation, or the Declaration.

(b) To take all such lawful action as the Board of Directors may determine to be necessary, advisable or convenient to effectuate the purposes and provisions of the Declaration, the Articles of Incorporation, and Bylaws.

(c) To purchase and maintain as a common expense adequate general liability insurance and to purchase and maintain officers' and directors' liability insurance.

(d) To perform any and all duties imposed on or powers allowed to the Board of Directors by applicable law.

Article V. Officers and Their Duties

Section 1. Number. The officers of the Association shall be a President, one or more Vice-Presidents (the number thereof to be determined by the Board of Directors), a Secretary and a Treasurer, each of whom shall be elected by the Board of Directors. Such other officers and assistant officers as may be deemed necessary may be elected or appointed by the Board of Directors.

Section 2. Election and Term of Office. The officers of the Association to be elected by the Board of Directors shall be elected annually by the Board of Directors at the first meeting of the Board of Directors held after each annual meeting of the shareholders. If the election of officers shall not be held at such meeting, such election shall be held as soon thereafter as conveniently may be. Each officer shall hold office until his successor shall have been duly elected and shall have qualified or until his death or until he shall resign or shall have been removed in the manner hereinafter provided.

Section 3. Removal. Any officer or agent elected or appointed by the Board of Directors may be removed by the Board of Directors whenever in its judgment the best interest of the Association would be served thereby, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. Election or appointment shall not of itself create contract rights.

Section 4. Vacancies. A vacancy in any office because of death, resignation, removal, disqualification, or otherwise may be filled by the Board of Directors for the unexpired portion of the term.

Section 5. President. The President shall be the principal executive office of the Association and, subject to the control of the Board of Directors, shall in general supervise and control all of the business and affairs of the Association. It general he shall perform all duties incident to the office of President and all such other as may be prescribed by the Board of Directors from time to time.

Section 6. The Vice-Presidents. In the absence of the President or in the event of his death, inability or refusal to act, the Vice-President (or in the event there be more than one Vice-President, the Vice-Presidents in the order designated at the time of their election, or in the absence of any designation, then in the order of their election) shall perform the duties of the President, and when so acting shall have all the powers of and be subject to all the restrictions upon the President.

Section 7. The Secretary. The Secretary shall: (a) keep the minutes of the Board of Directors meetings in a book provided for the purpose; (b) see that all notices are duly given in accordance with the provisions of these Bylaws or as required by law; (c) in general, perform all duties incident to the office of the Secretary and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Section 8. The Treasurer. If required by the Board of Directors the Treasurer shall give a bond for the faithful discharge of his duties in such sum and with such surety or sureties as the Board of Directors shall determine. He shall in general perform all of the duties incident to the office of Treasurer and such other duties as from time to time may be assigned to him by the President or by the Board of Directors.

Article VI. Budget and Assessment

It shall be the duty of the Board, at least thirty (30) days prior to the Association's annual meeting, to prepare a budget covering the estimated costs of operating the condominium during the coming year including an adequate reserve fund. Such budget shall include a reasonable allowance for contingencies and reserves for maintenance, repairs and replacements to common elements and limited common elements. After each such budget is adopted by the Board, the Board shall determine the Maintenance Expense Charge required for the operation of the Project and the maintenance of the common elements and limited common elements and for the allowance for contingencies and reserves for maintenance, repairs and replacements for the calendar year in question, and the portion thereof allocable to each Owner, and each Owner shall be obligated to pay monthly, in advance, one-twelfth (1/12) of the portion of the Maintenance Expense Charge so allocated to such Member. The Board shall cause the budget and the assessments to be levided against each unit for the following year to be delivered to each Member at least fifteen (5) days prior to the meeting. The budget and the assessment shall become effective unless disapproved at the annual meeting by a vote of a majority of the total Association membership. Nothwithstanding the foregoing, however, in the event the membership disapproves the proposed budget or the Board fails for any reason to so determine the budget for the succeeding year then and until such time as a budget shall have been determined as provided herein, the budget in effect for the then current year shall continue for the succeeding year.

Article VII. Contracts, Loans, Checks and Deposits

Section 1. Contracts. The Board of Directors may authorize any officer or officers, agent or agents, to enter into any contract or executive and deliver any instrument in the name of and on behalf of the Association, and such authority may be general or confined to specific instances.

Section 2. Loans. No loans shall be contracted on behalf of the Association and no evidences of indebtedness shall be issued in its name unless authorized by a resolution of the Board of Directors. Such authority may be general or confined to specific instances.

Section 3. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Association, shall be signed by such officer or officers, agent or agents or the Association and in such manner as shall from time to time be determined by resolution of the Board of Directors.

Section 4. Deposits. All funds of the Corporation not otherwise employed shall be deposited from time to time to the credit of the Association in such banks, trust companies or other depositories as the Board of Directors may select.

Article VIII. Miscellaneous

Section 1. Covenants to Obey Laws, Rules and Regulations. Each Member shall be subject to the Declaration and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Board of Directors. Each Member shall observe, comply with, and perform all rules, regulations, ordinances, and laws made by any governmental authority of any municipal, state and federal government having jurisdiction over the Property or any part thereof.

Section 2. Procedures. The Board shall not impose a fine, suspend voting or infringe upon any other rights of a Member or other occupant for violations of rules unless and until the following procedure is follows:

(a) Demand. Written demand to cease and desist from an alleged violation shall be served upon the alleged violator specifying: (i) the alleged violation; (ii) the action required to abate the violation, and (iii) a time period, not less than ten (10) days, during which the violation may be abated without further sanction, if such violation is a continuing one or a statement that any further violation of the same rule may result in the imposisiton of sanction after notice if the violation is not continuing.

(b) Notice. Within twelve months of such demand, if the violation continues past the period allowed in the demand for abatement without penalty, or if the same rule is subsequently violated, the Board shall serve the violator with written notice of a hearing to be held by the Board in session. the notice shall contain: (i) the nature of the alleged violation; (ii) the time and place of the hearing, which time shall be not less than ten (10) days from the giving of the notice; (iii) an invitation to attend the hearing and produce any statement, evidence and witnesses on his or her behalf; and (iv) the proposed sanction to be imposed.

(c) Hearing. The hearing shall be held in executive session pursuant to this notice affording the Member a reasonable opportunity to be heard. Prior to the effectiveness of any sanction hereunder, proof of notice, and the invitation to be heard shall be placed in the minutes of the meeting. Such proof shall be deemed adequate if a copy of the notice together with a statement of the date and manner of delivery is entered by the officer or director who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the meeting shall contain a written statement of the results of the hearing and the sanction, if any, imposed. The Member subject the procedure and hearing as set forth herein shall have the right to present evidence (the formal rules of evidence shall not apply to the hearing) and to be represented by counsel at his own expense.

Section 3. Fiscal Year. The fiscal year of the Association shall begin on the first day of July and end on the 30th day of June of every year except that the first fiscal year shall begin on the date of incorporation.

Section 4. Amendment. These Bylaws made be amended, at a regular or special meeting of the Board of Directors, by a vote of three-fourths (3/4) of the Board present, in person or in proxy, so long as notice of the proposed Bylaw change and of the time and place of meeting which said Bylaw change is to be voted upon was given to the Members at least ten (10) days in advance of the meeting.

Section 5. Conflicts. In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles of Incorporation shall control; and in the case of any conflict between the Declaration and these Bylaws or the Articles of Incorporation, the Declaration shall control.

Article IX. Seal

This Association shall have no corporate seal.

ADOPTED this _____ day of _____, 1979.

NORMANDY COURT CONDOMINIUMS ASSOCIATION

By: _____
President

By: _____
Secretary

PAID 4.00

5614

FILED NO. 386
BOOK 560
1979 DEC 10 PM 3:07
JOHN E. O'NEILL
RECORDER
JOHNSON CO., IOWA

AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS NORMANDY COURT CONDOMINIUMS PHASE NO. I and PHASE NO. II

THIS AMENDMENT TO DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS, NORMANDY COURT CONDOMINIUMS, PHASE NO. I and PHASE NO. II, is made and executed this 7th day of November, 1979, by Eyman Management and Investment, ("Eyman"), an Iowa Corporation, and Robert W. Burns and Nancy Lewis Burns, ("Burns"), Burns and Eyman collectively hereinafter called "Declarant"

WITNESSETH:

WHEREAS, Declarant created a condominium regime known as "Normandy Court Condominiums, Phase No. I" by the recording of the Declaration of Covenants, Conditions and Restrictions on November 14, 1978 in Book 532, page 121, Records of Johnson County, Iowa;

WHEREAS, an Amendment to Declaration of Covenants, Conditions, and Restrictions, Normandy Court Condominiums Phase No. I, was recorded on June 8, 1979 in Book 549, page 212, Records of Johnson County, Iowa;

WHEREAS, Declarant created a condominium regime known as "Normandy Court Condominiums, Phase No. II" by the recording of the Declaration of Covenants, Conditions and Restrictions on June 8, 1979 in Book 549, page 217, Records of Johnson County, Iowa;

WHEREAS, the Declaration of Covenants, Conditions,and Restrictions of Phase No. I and Phase No. II reserve the right in the Declarant to amend the Declaration to change the percentage of total interest which each apartment bears to the entire Horizontal Property Regime upon the addition of any subsequent property regime;

WHEREAS, Declarant has now created Normandy Court Condominiums Phase No. III by the recording of the Declaration of Covenants, Conditions, and Restrictions on October 26, 1979 in Book 560, page 32, Records of Johnson County, Iowa;

WHEREAS, the Normandy Court Condominiums project is complete with a total of twenty-two (22) condominium units and the final adjustment of the percentage of total interest which each apartment bears to the entire Horizontal Property Regime may now be computed;

NOW THEREFORE, the Declaration of Covenants, Conditions, and Restrictions of Normandy Court Condominiums Phase No. I and Phase No. II are hereby amended as follows:

1. Normandy Court Condominiums Phase No. I.

Section 1 of Article III entitled "Percentage of Total Interest and Voting Rights" is hereby amended by deleting the first sentence thereof and inserting in lieu thereof the following:

> The percentage interest which each apartment bears to the entire Horizontal Property Regime (including Phase No. I, Phase No. II, and Phase No. III) is 1/22 or 4.55%.

2. Normandy Court Condominiums Phase No. II.

Section 1 of Article III entitled "Percentage of Total Interest and Voting Rights" is hereby amended by deleting the first sentence thereof and inserting in lieu thereof the following:

The percentage interest which each apartment bears to the entire Horizontal Property Regime (including Phase No. I, Phase No. II, and Phase No. III) is 1/22 or 4.55%.

IN WITNESS WHEREOF the parties hereto have executed this Amendment to Declaration the day, month and year first above written.

EYMAN MANAGEMENT AND INVESTMENT CORPORATION

BY _____
Jerry L. Eyman, President

_____
Robert W. Burns

BY _____
Jan G. Eyman, Secretary

_____
Nancy Lewis Burns

STATE OF IOWA
SS
JOHNSON COUNTY

On this 1 day of November, 1979, before me a Notary Public in and for the State of Iowa, personally appeared Jerry L. Eyman and Jan G. Eyman, each of whom to me are personally known, and each of whom by me severally sworn on oath for himself did say that the said Jerry L. Eyman is the President and the said Jan G. Eyman is the Secretary of the said Corporation, that no seal has been procured by the said Corporation and that said Instrument was signed on behalf of the said Corporation by authority of its Board of Directors, and the said Jerry L. Eyman and the said Jan G. Eyman as President and Secretary did severally acknowledge said Instrument to be the voluntary act and deed of the Corporation.

WITNESS my hand and Notarial Seal the day, month and year last above written.

_____
Notary Public in and for the State of Iowa

NOTARIAL SEAL

STATE OF WISCONSIN
SS
COUNTY OF SAWYER

On this 16th day of November, 1979, before me a Notary Public in and for the State of Wisconsin, personally appeared Robert W. Burns and Nancy Lewis Burns, to me personally known to be the persons who executed the above and foregoing Amendment to Declaration of Covenants, Conditions and Restrictions, Normandy Court Condominiums, Phase No. I and Phase No. II, and acknowledged the execution of the same to be their voluntary act and deed.

WITNESS my hand and Notarial Seal the day, month and year last above written.

NOTARIAL SEAL

_____
Notary Public in and for the State of Wisconsin

My Commission Expires Feb. 8, 1981

387

PAID 3.00

CONSENT TO AMENDMENT

COMES NOW, First Federal Savings and Loan Association of Davenport, Iowa and hereby consents to the Amendment to Declaration of Covenants, Conditions and Restrictions, Normandy Court Condominiums Phase No. I and hereby grants its approval of said Amendment.

5615 FILED NO.
BOOK 560 PAGE 388

1979 DEC 10 PM 3:07
JOHN E. O'NEILL
RECORDER
JOHNSON CO., IOWA

DATED this 3rd day of June, 1979.

NO SEAL

FIRST FEDERAL SAVINGS AND LOAN ASSOCIATION
DAVENPORT, IOWA

BY _____
John R. Connelly

BY _____
Vaughn H. Evans

STATE OF IOWA
SS
SCOTT COUNTY

On this 3rd day of June, 1979, before me a Notary Public in and for the State of Iowa, personally appeared John R. Connelly and Vaughn H. Evans, each of whom to me are personally known, and each of whom by me severally sworn on oath for himself did say that the said John R. Connelly is the Senior Administrative Officer and the said Vaughn H. Evans is the Mgr., Mortgage Loan Department of the said Corporation, and the seal affixed to the above instrument is the corporate seal of the said Corporation, and that said Instrument was signed and sealed on behalf of said corporation, by authority of its Board of Directors, and the said John R. Connelly as Senior Administrative Officer and the said Vaughn H. Evans as Manager Mortgage Loan Department did severally acknowledge said Instrument to be the voluntary act and deed of the Corporation.

WITNESS my hand and Notarial Seal the day, month and year last above written.

PEGGY FITZGERALD
MY COMMISSION EXPIRES
9-30-80

_____
Notary Public in and for the
State of Iowa

Pd 3.00

AFFIDAVIT

9210

FILED NO.
BOOK 593 PAGE 155
1981 APR 23 AM 10:43
JOHN E. SIMMEL
RECORDER
JOHNSON CO., IOWA

STATE OF IOWA
SS
JOHNSON COUNTY

I, Richard D. Kratoska, being first duly sworn upon oath do depose and state as follows:

1. That I am a Registered Land Surveyor in the State of Iowa (Certificate No. 5382) and work with Shive-Hattery & Associates, which firm worked on the Normandy Court Condominiums project.

2. That the Drawings recorded with Normandy Court Condominiums, Phase No. III, according to the Declaration thereof, recorded in Book 560, Page 32, Miscellaneous Records of Johnson County, Iowa contains sufficient detail to allow a registered land surveyor to locate the boundaries of each dwelling unit.

DATED this 26th day of FEBRUARY, 1981.

Richard D. Kratoska
RICHARD D. KRATOSKA

SUBSCRIBED and sworn to before me by Richard D. Kratoska this 26th day of February, 1981.

Carol Jayne Uelner
Notary Public in and for the
State of Iowa

CAROL JAYNE UELNER
MY COMMISSION EXPIRES
September 30, 1981

2nd Amdmt

6.00 pd

Original Book 532 Page 121

Proposed AMENDMENT TO ARTICLE XI OF NORMANDY COURT CONDOMINIUM ASSN. BYLAWS

November 20, 1996

No more than one-fourth (1/4th) of the total number of condominium units shall be rental units. No building shall contain more than one-half of its condominiums as rental units.

This Amendment shall become effective after sixty-six percent (66%) of its Members have signified approval by signing this document and after it has been duly recorded in the Office of the Recorder in Johnson County, Iowa.

015786
FILED NO.
BOOK 2232 PAGE 21
1997 MAR -3 PM 1:55
RECORDER
JOHNSON CO., IOWA

1. Gwen A. Leslie 441 Peterson Street
2. [illegible] J. Johnson 427 Peterson St.
3. [illegible] 419 Peterson St.
4. Margaret Greaney
5. Wilma Peterson
6. Bert Harms - 435 Peterson
7. Christine Wittmann 421 Peterson
8. [illegible] 3419 E. Court
9. Sylvia Kraus 423 Peterson St
10. Susan Aldrich 3409 E. Court
11. [illegible] 3415 E. Court St
12. [illegible] 429 Peterson Street
13. Linda Elliott - 3417 E. Court
14. John DeFrance - 3421 E Court
15. Terry Hanrahan - 447 Peterson

ANNE VESPA
MY COMMISSION EXPIRES
01-08-97

Anne Vespa 3/19/97

VOL 2232 PAGE 21

12278

26.00

FILED NO. 010518
BOOK 3391 PAGE 654
02 OCT -2 PM 4:00

JOHNSON COUNTY RECORDER
IOWA CITY, IOWA

Prepared by: Dell A. Richard; 1150 5th Street, Suite 280, Coralville, Iowa 52241; 319/354-9592

Third Amendment to Declaration of Covenants, Conditions and Restrictions Normandy Court Condominiums Phase I, Phase II, Phase III

WHEREAS, the undersigned represent not less than two-thirds (2/3) of the members of the Normandy Court Condominium Owner's Association and Owners of Units in the Normandy Court Condominiums; and

WHEREAS, the undersigned wish to amend the Declarations of Covenants, Conditions and Restrictions for Phase I, Phase II and Phase III, Normandy Court Condominiums, as Amended June 1, 1979 and Amended November 20, 1996; and

WHEREAS, this Amendment affects the following described properties located in Johnson County, Iowa to wit:

> Units 417, 419, 421, 423, 425, 427 of Phase I; Units 429, 431, 433, 435, 437, 439, 441, 443 of Phase II; and Units 3409, 3411, 3413, 3415, 3417, 3419, 3421, 3423 of Phase III, all of Normandy Court Condominiums, Iowa City, Iowa, all as described on the Declarations recorded in Book 532, Page 121 and Book 549, Page 212, and Book 560, Page 32, Miscellaneous Records of Johnson County, Iowa;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the undersigned hereby adopt the following Amendments to the Declaration:

1. The first sentence of: Phase I, Article III, Section 2, Use Restrictions; and Phase II and Phase III, Article III, Section 3, Use Restrictions, is deleted and the following is substituted therefore:

> Each Owner shall use his or her apartment solely as a private residence for the Owner, Owner's family or Owner's guests, and no business, professional or other activity of any type shall be operated from or out of any apartment, common element, or limited common element.

2. Phase I, Phase II and Phase III, Article XI, is hereby deleted in its entirety and the following is substituted therefore:

LEASING OF APARTMENTS

All apartments shall be Owner occupied, except that a Unit may be rented to Qualified Family Member, namely a child, step-child, grandchild, parent, or grandparent of the Owner, so long as the apartment is actually occupied by such Qualified Family Member as his or her primary residence.
This paragraph shall not be enforced against any Unit that is being rented to a person other than one described in this **Article XI** on the effective date of this Amendment. Units being rented on the effective date of this Amendment may continue to be rented for so long as the Unit Owner on the effective date of the Amendment continuously owns the Unit and rents it to others in accordance with this Declaration, Bylaws and rules of the Association. If the Unit is sold, transferred or otherwise disposed of to a person other than the Unit Owner on the effective date of this Amendment, the person to whom the Unit is transferred, or a Qualified Family Member of the transferee, must occupy the Unit as a personal residence in conformity with this Amendment. If the Unit is transferred due to the death of a Unit Owner, the successor in interest to the deceased Unit owner shall have a reasonable time, not to exceed one (1) year from the date of death, to bring the Unit into compliance with this **Article XI**.

This Amendment shall become effective after not less than two-thirds (2/3) of the members of the Association entitled to vote have signed it and upon it being duly recorded in the office of the Recorder of Johnson County, Iowa.

By signing this document, the undersigned hereby consents to the adoption of the Amendments.

Signed and dated on the date next to the respective signatures.

NORMANDY COURT CONDOMINIUMS
PHASE I

T. T. Kasiyamhuru — 09/19/02
417 Peterson Street — Date
Talence T. Kasiyamhuru

Karl F. Kuhlmann — 9/19/02
419 Peterson Street — Date
Karl F. Kuhlmann

Robert Hering
421 Peterson Street
Joan M. Hering or Robert Hering

9/23/02
Date

Sylvia Kraus
423 Peterson Street
Sylvia Kraus

9-19-02
Date

425 Peterson Street
Carrie Kyung Lint

9/20/02
Date

George F. Johnson
427 Peterson Street
George F. Johnson

9/22/02
Date

NORMANDY COURT CONDOMINIUMS
PHASE II

429 Peterson Street
Jose Assouline or Susan Assouline

Date

Sheila Bloomer
431 Peterson Street
Robert Liska or Stephanie Liska

9/23/02
Date

433 Peterson Street
Tom Judge or Mary Lou Judge

Date

Bert Harms
435 Peterson Street
Bert Harms

9/23/02
Date

Jay Rutt
437 Peterson Street
Jay B. Rutt

9/23/02
Date

Mark Tegels
439 Peterson Street
Mark Andrew Tegels

9/25/02
Date

Codi Heefner
441 Peterson Street
Nile Heefner or Codi Heefner

9/24/02
Date

Judith Gilmore
443 Peterson Street
Judith Gilmore or Jackson Gilmore

9-24-02
Date

NORMANDY COURT CONDOMINIUMS
PHASE III

Ivean Aldrich — 9/18/02

3409 East Court
Ivean Aldrich — Date

Dianne Matola — 9/18/02

3411 East Court
Dianne Matola — Date

Gene Matthews — 9/18/02

3413 East Court
Gene Matthews — Date

Margaret A. Horn — 9-18-02

3415 East Court
Margaret A. Horn — Date

Linda Elliott — 9/18/02

3417 East Court
Linda Elliott — Date

Bradley Hamilton — 9/18/02

3419 East Court
Shirley J. Hamilton or Brad Hamilton — Date

John DeFrance — 9/18/02

3421 East Court
John DeFrance — Date

3423 East Court
Jose Assouline or Susan Assouline — Date