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DECLARATION OF SUBMISSION TO HORIZONTAL PROPERTY REGIME

PURSUANT TO CHAPTER 499B OF THE CODE OF IOWA

FOR

WALNUT RIDGE CONDOMINIUMS

FILED
JOAN MCCALMANT
COUNTY RECORDER
2000 JUN 16 PM 4:07
LINN COUNTY, IOWA

DEVELOPER:

Thirty One Wilson LLC

DEVELOPER'S ATTORNEY:

C. Joseph Holland

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

BOOK 4111 PAGE 191

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed this 16th day of June, 2000, by Thirty One Wilson LLC, hereafter referred to as "Declarant."

W I T N E S S E T H :

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

> The South East ¼ of the South West ¼ of the North West ¼ of Section 31-83-7, Linn County, Iowa, subject to the public highway

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

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

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

ARTICLE I
A. Definitions

1. **Declarant.** The term "Declarant" shall mean Thirty One Wilson LLC, the maker of this Declaration.

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

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

4. **Unit.** The term "unit" shall mean one or more rooms occupying all or part of a floor or floors intended for use as a residence and not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the building so described and the air space so encompassed.

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

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

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

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

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

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

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

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

13. **This paragraph intentionally omitted.**

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

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

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

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

18. **Code of Iowa.** The term "Code of Iowa" and references to Chapters or Sections thereof shall be the statutes in effect at the time of execution of this Declaration, as from time to time amended or renumbered.

B. Development Phases

1. **General.** The project is being developed in eleven phases. Building A, containing units 1-12 has been constructed at the time of the recording of this Declaration. Buildings B through K, inclusive, each containing units 1-12, are to be constructed by the Declarant. This Declaration shall apply to and be binding upon all buildings including all one hundred thirty two units subject to the special provisions in this Article.

2. **Special Provisions.**

(a) Until such time that Buildings B through K have been fully constructed and a certificate of occupancy issued by the City of Cedar Rapids, Iowa, no assessments for maintenance or any association expenses shall be made against units in said buildings. However, even if said units are not complete or no occupancy certificate has been issued, assessments shall be made against said units effective December 31, 2005.

(b) Buildings shall be constructed substantially in the same manner as shown by the building plans for Building A according to Exhibit"C". The Declarant reserves the right to file an amended Exhibit"B", once or more, to show the correct location of all buildings, and such amended Exhibit "B" need not be approved by the owners of any condominium units within the regime.

(c) Further, since at the time of the filing of this Declaration Buildings B through K have not yet been completed, the Declarant reserves the right to complete said buildings substantially according to the plans therefor, but may deviate from the plans to the extent of the construction within each unit and file amended plans (Exhibit "C") after construction has been completed, all without obtaining the approval of any owners of units in this condominium regime.

ARTICLE II
Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this regime has access from Wilson Avenue S.W., Cedar Rapids, Iowa. The exact legal description is as follows:

> The South East ¼ of the South West ¼ of the North West ¼ of Section 31-83-7, Linn County, Iowa, subject to the public highway

2. **Description of Buildings.** The Condominium Regime consists of eleven buildings of twelve units each. Buildings have been or will be constructed to the following general specifications:

Footings & Floor: Footings are 8 inches by 16 inches concrete, garage floor is 3 ½ inches concrete over 4 inches rock.

Exterior Walls: Exterior walls are 2 inch by 6 inch dimension lumber - 16 inches o.c. covered with 5/8 inch Exterior Gypsum board, Tyvek paper 3 ½ inch fiberglass insulation, poly vapor barrier and 5/8 inch sheet rock.

Floor Decks: Floor joists are 11 inch TJI's covered with 3/4 oxboard.

Interior Walls: All interior walls are 2 inch by 4 inch dimension lumber - 16 inch o.c. and are covered with 5/8 inch sheet rock with 3 coats tape and texture. Sound walls are double 2 x 4 walls with 5/8 inch sheet rock and two layers of 3 ½ inch fiberglass insulation separated by a 1 inch air space. Interior walls are finished with two coats latex paint.

Ceilings: All ceilings are covered with 5/8 inch sheet rock and three coats tape and texture, except garage which has one tape coat only.

Insulation: All exterior walls are insulated with 5 ½ inch fiberglass insulation with poly vapor barrier. The top ceiling is insulated to R-40 with blown-in cellulose fiber insulation.

Roof: Engineered roof trusses are placed 24 inches o.c. with 15/32 inch OSB, 15# felt and 235# self-sealing fiberglass shingles.

Exterior Trim: Soffits, gutters, ridge vents, and roof edge, are pre-finished aluminum. The front of the building is finished with brick veneer, all other exterior trim is vinyl and aluminum.

Windows: All windows are vinyl sliders, double glazed with screens.

Exterior Doors: Exterior doors are 1 3/4 inch steel insulated with dead bolts.

Interior Doors & Trim: All interior doors are pre-finished oak laminate.

Kitchen Cabinets: Kitchen and vanity cabinets are oak recessed paneled doors. Counter tops and vanity tops are post formed laminate.

Electrical: Electrical services are 100 amp for each unit. Each individual unit will be wired for the following:

(a) Recirculating range hood/microwave combination.

(b) Bath exhaust fans.

(c) Standard outlet and lights.

(d) Smoke detectors.

(e) Three telephone outlets.

(f) Cable television outlets.

(g) Electric washer and dryer hookups.

(h) Disposal.

Heating and Air Conditioning. All units are heated with forced air gas and central air conditioning. Each unit is on a separate thermostat.

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

(a) One white stool.

(b) One white fiberglass tub/shower unit.

(c) One white vanity sink.

(d) One stainless steel kitchen sink.

(e) One disposal.

(f) Washer and dryer hookups.

(g) Forty gallon gas water heater.

Painting: All exterior trim has vinyl siding and aluminum soffited facia. All interior wall surfaces have two coats latex eggshell paint.

Floor Covering: Carpeting is FHA approved. All vinyl is Mannington Vega or equal.

Fireplace: Metal, prefabricated gas fireplace with 8" tile surround.

Appliances: The following appliances are provided and are Hotpointe (except as noted):

(a) Refrigerator

(b) Range

(c) Dishwasher

(d) Microwave/Hood vent combination.

(e) Side by side washer/dryer

Parking: Each unit has its own 12' x 22' garage stall and 1 outside parking space.

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

ARTICLE III
Ownership Interests

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

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

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

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

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

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

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

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

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

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

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

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

ARTICLE IV
General Common Elements

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

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

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

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

(d) Recreational greens, plantings, and walks.

ARTICLE V
Limited Common Elements

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

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

(a) All walls and partitions segregating units from other units, interior load-bearing walls and all other elements which are structural to a unit are reserved for that unit (or units where partitions separate two units contained in a building).

(b) Any patio, screened porch or deck (sometimes referred to as a balcony herein or in the Exhibits) if any, as well as a three foot area immediately adjacent thereto, on which gas grills or related equipment may be installed, and adjoining a unit.

(c) Mailboxes and storage area, if any, designated to a particular unit.

(d) That part of all sewer, water, electrical, gas, telephone, communication cable, and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures and attachments serving just one unit and located entirely with in the unit.

(e) The air conditioner pads, compressors and equipment appurtenant to each unit.

(f) The driveways immediately appurtenant to each unit.

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

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

ARTICLE VI
Declarant's Reserved Rights and Powers

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

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

3. **Designation of Association Directors.** Declarant shall have the right to name all members of the Board of Directors of Walnut Ridge Condominiums Owners Association until the first annual members' meeting of said Association which shall be held as provided for in the By-Laws after 50% or 66 of the units in the Condominium have been sold. Thereafter, the Board of Directors shall be selected in the manner specified in the By-Laws of the Association.

ARTICLE VII
Management of The Regime

1. **Association; Council of Co-owners.** The operation of the condominium shall be by a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa. The name of the Association shall be Walnut Ridge Condominiums Owners Association. Copies of its Articles of Incorporation and By-Laws are attached hereto as Exhibits "D" and "E", respectively. Whenever a vote or other action of unit owners as a group is required the mechanics

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

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

3. **Power of Association.** Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-owners and the owners as a group by Chapters 499B and 504A of the Code of Iowa, and such as are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on units thereof, and acquiring a unit at foreclosure sale and holding, leasing, mortgaging or conveying the same. Each owner hereby waives any rights to delay or prevent such foreclosure by the Association which he/she may have by reason of a homestead exemption.

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

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

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

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

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

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

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

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

Name	Address
Randy P. Ward	401 2nd Street Coralville, IA 52241

ARTICLE VIII
Maintenance, Alteration and Improvement

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

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

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

2. **Maintenance by Association.**

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

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

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

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

3. **Maintenance by Owner.**

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

(b) The owner of each unit shall be responsible for maintaining and replacing the plumbing fixtures within the unit and the furnace and air conditioning unit serving such unit together with heating ducts and all other utilities including electrical and electrical fixtures or portions thereof located within the boundaries of the unit. The owner shall also, at his/her own expense, keep in a clean and sanitary condition the unit and any patio or storage place which is for the exclusive use of the unit. Neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in such storage places.

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

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

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

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

ARTICLE IX
Conditions of and Restrictions on Ownership, Use and Enjoyment

1. **Property Subject to Certain Provisions.** The ownership, use, occupation, and enjoyment of each unit and of the common elements of the regime shall be subject to the provisions of the Bylaws of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all lessees, tenants, occupants and successors in interest.

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

(a) A unit shall be used or occupied for single family dwelling purposes only.

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

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

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

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

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

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

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

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

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

(k) No unit shall house more than one (1) dog or one (1) cat, except by written permission of the Board of Directors of the Association. No dog housed in any unit shall exceed forty (40) pounds weight when mature. Any person within the project keeping a pet shall immediately clean and remove any messes created or caused by said pet. Further, no unleashed pets whatsoever shall be allowed upon the limited or general common elements.

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

ARTICLE X
Insurance and Casualty

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

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominium Association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as it may be required by the respective mortgagees. The policy, and certificates so issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or polices shall contain a stipulated amount clause, or determinable

cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not be rebuild. The policy or policies shall be name as insured all of the owners, the Association and Declarant, so long as Declarant is the owner of any of the units in the project. The Declarant shall notify the insurance carrier of any change in ownership of a unit until such time as the Declarant shall no longer own ten percent(10%) or more of the units at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

3. **Fire and Casualty on Individual Units.** Except as expressly provided in this paragraph and in paragraph 4, no owner shall separately insure his condominium or any part hereof against loss by fire or other casualty covered by the insurance carrier under paragraph 2. Should any owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and or failure to have the proceeds of such other insurance payable pursuant to the provisions of paragraph 2, shall be chargeable to the owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

4. **Personal Property on Individual Units.** An owner may carry such personal liability insurance, in addition to that herein required, as he/she may desire. In addition, all real property interests of the owner in the unit including, but not limited to, fixtures and mechanical equipment located within a unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and counter tops, furnace, air conditioning and water heater, together with additions thereto and replacements thereof, as well as the personal property of the unit owner, shall be separately insured by such owner, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit Owners Insurance." All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent owners.

5. **Additional Coverage.** The Board may purchase and maintain in force at the expense of the common maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain workers's compensation insurance to the extent that the same shall be required by law respecting employees of the Association. The Board shall also maintain "all risk" insurance coverage on the project to insure against water damage and like kind of casualties, if such insurance would be reasonably available.

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

7. **Association as Trustee for Proceeds.** In the event of damage or destruction by fire or other casualty affecting a unit or units, and/or if any portion of the common area is damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each unit or units and/or the common area, and shall be paid to the Association as trustee for the owner or owners and for the

encumbrancer of encumbrancers, as their respective interest may appear. Said insurance proceeds, and the proceeds of any special assessment as hereinafter provided, whether or not subject to liens of mortgages or deeds of trust, shall be collected and disbursed by said trustee through a separate trust account on the following terms and conditions:

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

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

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

In the event of a determination not to re-build, the Board shall offer the project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after damaged structures have been razed. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the owners as a whole on the project, including coverage on the units in the common area, except for unit coverages under paragraph 4 of this Article X, shall be distributed proportionately to the unit owners in the same proportion that the unit in which they have an interest shares in the common elements, except that where there is a mortgage of record or other valid encumbrance on any one unit then, and in that event, with respect to said unit, the

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

(c) **Certificate.** The termination of the condominium in either of the foregoing manners shall be evidenced by a certificate of the Association executed by all members of the Association and their respective holders of all liens affecting their interest in the condominium, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Linn County Recorder.

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

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

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

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

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

ARTICLE XII
Amendments and Miscellaneous

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

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

(b) **Resolution.** A resolution adopting a proposed amendment may be proposed by either the Board of Directors or by any member of the Association. Except as provided elsewhere, the resolution must be adopted by a vote of not less than 66 2/3% of all owners entitled to vote, in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the Bylaws of the Association shall affect the rights of the holder of any such mortgage recorded prior to the recording of such amendment who does not join the execution thereof and who does not approve said amendment in writing.

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

(d) **Execution and Recording.** An amendment adopted pursuant to subparagraphs (b) or (c) above shall be executed by an officer specifically delegated to do so with the formalities required by Chapter 499B of the Code of Iowa. Upon the recording of such instrument in the office of the Linn County Recorder, the same shall be effective against any persons owning an interest in a unit or the regime.

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

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

Thirty One Wilson LLC

BY: _____
Randy P. Ward, Member and Manager

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STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 16th day of June, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Randy P. Ward, to me personally known, who being by me duly sworn, did say that he is the Member and Manager of said Thirty One Wilson LLC, that no seal has been procured by Thirty One Wilson LLC and that said instrument was signed on behalf of Thirty One Wilson LLC by authority of its manager; and he acknowledged the execution of said instrument to be the voluntary act and deed of said Thirty One Wilson LLC by it voluntarily executed.

Notary Public in and for the State of Iowa

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