ROCHESTER HILLS

OWNERS ASSOCIATION

DECLARATION

ARTICLES OF INCORPORATION

BY-LAWS

(WORKING COPY AS OF 09.30.04)

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR ROCHESTER HILLS

This Declaration of Submission of Property to the Horizontal Property Regime is made and executed in Iowa City, Iowa, this 10th day of February, 1993, by the undersigned, hereinafter referred to as "Declarants," pursuant to the provisions of the Horizontal Property Act, Chapter 499B, 1991 Code oflowa.

WHEREAS, Declarants are the owners of the following described real estate: All that part of the east half of the northwest quarter of Section 12, Township 79 North, Range 6 West of the 5th P.M. lying north of the highway known as the Rochester Road, except the following 2 tracts:

1) All of the subdivision known as Oakbrooke Place, Iowa City, Iowa, according to the plat thereof recorded in Book 31, Page 11, Plat Records of Johnson County, Iowa.

2) Beginning at the northeast comer of the northeast quarter of the northwest quarter of Section 12, Township 79 North, Range 6 West of the 5th P.M.; Thence SO0'l0'32"W along the east line of the northeast quarter of the northwest quarter of said Section 12, 333.60 feet; Thence S89°04'17"W 829.09 feet; Thence N04°55'26W, 12.25 feet; Thence S88°54'34"W, 474 feet to a point on the west line of the northeast quarter of the northwest quarter of said Section 12; Thence N00°05'48"W along said west line 322.70 feet to the northwest comer of the northeast quarter of the northwest quarter of said Section 12; Thence N89°04'17"E along the north line of the northeast quarter of the northwest quarter of said Section 12, 1305.68 feet to the point of beginning.

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

WHEREAS, by the execution and recordation of this Declaration, Declarants do hereby submit the above-described real estate and improvements constructed or to be constructed thereon to a horizontal property regime, pursuant to the provisions of Chapter 499B, 1991 Code oflowa.

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

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ARTICLE I. DESCRIPTION OF LAND, BUILDINGS, AND UNITS.

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

All that part of the east half of the northwest quarter of Section 12, Township 79 North, Range 6 West of the 5th P.M. lying north of the highway known as the Rochester Road, except the following 2 tracts:

1) All of the subdivision known as Oakbrooke Place, Iowa City, Iowa, according to the plat thereof recorded in Book 31, Page 11, Plat Records of Johnson County, Iowa.

2) Beginning at the northeast corner of the northeast quarter of the northwest quarter of Section 12, Township 79 North, Range 6 West of the 5th P.M.; Thence S00°10'32"W along the east line of the northeast quarter of the northwest quarter of said Section 12,333.60 feet; Thence S89°04'l7"W 829.09 feet; Thence N04°55'26"W, 12.25 feet; Thence S88°54'34"W, 474 feet to a point on the west line of the northeast quarter of the northwest quarter of said Section 12; Thence N00°05'48"W along said west line 322.70 feet to the northwest corner of the northeast quarter of the northwest quarter of said Section 12; Thence N89°04'1T'E along the north line of the northeast quarter of the northwest quarter of said Section 12, 1305.68 feet to the point of beginning

Being one and the same as the 25.19 acre tract (exclusive of Rochester Avenue roadway and right-of-way) described on the Rochester Hills Final L.S.R.D. Plan recorded in the office of the Johnson County Recorder on December 16, 1992, in File 166F, Folder 58, Document No. 12.

B. Description of Buildings. The maximum number of buildings will be: ten separate free-standing structures, each containing two units, and four separate free-standing structures, each containing three units, which buildings will be constructed to the following general specifications:

Footings & Foundation: Shall be constructed per plan with concrete walls and footings constructed with #4 rods. All frost footings shall be a minimum of 42" from the finish grade. ADS 4" tile with silt wrap shall be placed around outside of foundation to be covered with 12-18" of 1" ballast rock.

Framing Lumber: Will be spruce or white wood for 2 x 4 and 2 x 6 material with #2 or better fir for larger members. All exterior walls to be 2 x 6 construction; 2 x 4 interior walls. Floor framing to be floor truss system as per plans with ¾ tongue and groove 0SB board glued and nailed. Roof framing to be engineered trusses 24" on center with 15/32" 0SB board sheathing.

Exterior Walls: Sheathed with 7/16" OSB board and wrapped with Tyvek air infiltration barrier. Siding to be vinyl with vinyl corners. Fascia overhangs and screen porch ceiling to be finished with aluminum.

Insulation:
Sidewalls: R-19 6" friction fit batts
Ceiling: Blown-in insulation R-40
Cantilever: 10" R-30
Garage Walls: R-13 4" friction fit batts
Basement Walls: R-13 4" friction fit batts
Party Walls: Two layers 3½"

Exterior Doors: All entry and service doors shall be metal insulated.

Exterior Windows: Casement with screens and grilles. Wood jam interior and aluminum exterior.

Drywall: 5/8" on ceilings and party walls; 1/2" on all other walls. Orange peel finish on walls. Garage sheetrocked with 5/8" fire code and finished smooth coat.

Interior Doors and Trim: Wood raised panel doors and bi-fold doors with colonial base and casing. Railings will be traditional oak with oak skirtboarding applied to stairways.

Cabinets and Vanities: To include all cabinets and vanities in all areas of kitchen, baths and laundry.

Electrical: Contractor shall provide all necessary labor and materials necessary to comply with local codes and ordinances. To include the following:
200 amp electrical service
Wire per city code
Rough in for security system
Wire for microwave, range, dryer, furnace, air conditioner, dishwasher, and garbage disposal
Furnish and install fan/light in bathrooms
Furnish and install smoke detectors per code
Three weatherproof outlets
One regular, one OFI outlet in garage
Furnish and install porcelain fixtures in garage and unfmished basement area as required per code
Wire for three fans/fan-light
Pre-wire four T.V., four telephones
Install all light fixtures
Provide rocker switches

Heating and Air Conditioning: Contractor shall provide all necessary materials and labor for installation of forced air and air conditioners to sufficiently heat and cool the unit. To include minimum 100,000 BTU furnace, minimum 36,000 BTU central air conditioner, computerized thermostat, and humidifier.

Plumbing: Contractor shall provide all labor and materials necessary to comply with city codes and ordinances. Sewer, water, and gas connections shall be made per code. Plumbing to include the following:

Kitchen: White cast iron sink with single handle faucet, with hose and spray attachment, garbage disposal, connections for dishwasher, water line for icemaker.

Master bath: 48° x 36" white fiberglass shower module and single handle control shower faucet, one cast iron lav with single handle faucets, and one white toilet.

Hall bath: 5' fiberglass tub module with faucet, one cast iron lav with single-handed faucet, and white toilet.

One washer box for laundry

One 24" x 21" :fiberglass laundry sink with two handle faucet

One water heater, minimum 40 gallon

Floor drain beside furnace

3/4 basement bath rough in

Painting and Wall Covering: Two coats off-white eggshell latex applied to walls and ceilings. Oak woodwork to be stained, with two coats lacquer sealer and two coats lacquer applied. All exterior metal doors to be finished with enamel paint, color selected by owner. Garage wall to be painted one coat latex. All deck and porch railings to be sealed.

Gutters and Downspouts: Seamless aluminum gutters and downspouts.

Concrete Flatwork:

Basement floor - 4" concrete to be poured over 4" compacted fill with 4 mil. polyethylene vapor barrier between concrete and fill.

Garage floor - 4" concrete with wire mesh, approximately 3" sloop toward door opening.

Driveway - 4" concrete with wire mesh

Patio and walk - 4" concrete

Stoops - 6" concrete

Rebar shall be used where determined to be necessary by the general and concrete contractors. Saw cuts shall be made where necessary.

Landscape: Front and sideyard plus 15' of backyard will be sodded; the rest of the backyard will be seeded. There will be shrubbery and two small hardwood trees in front. There will be a lawn sprinkler for each unit.

Floor Covering: To include all floor coverings (carpet, vinyl, oak, tile, etc.) and any tile used around whirlpools or tile showers. A specific allowance is established for each model.

C. Description of Dwelling Units. Attached hereto and made a part hereof, marked Exhibit "A", is a statement of how the buildings will be labeled and how the units will be labeled, fractional interest of each unit in the common elements, and number of votes per unit in the Owners Association. The Final L.S.R.D. Plan for Rochester Hills was recorded

December 16, 1992, in File 166F, Folder 58, Document No.12 in the Johnson County Recorder's Office; it is a survey showing the footprint location of the various buildings (noting that the placement of the various models may be interchanged and noting the restrictions concerning the general arrangement), and the common elements to which each unit within the buildings has immediate access. To be filed (as used, and if used) as Exhibit "C", are the eight model floor plans which may be used, each noting the approximate areas of each model. (As noted on the Final L.S.R.D., the possible models are labeled Plan A; Plan B; Plan C; Plan D; Plan E, variation 1 and 2; Plan F; Plan G, variation 1 and 2; and Plan H.) As the buildings are constructed, the Declarants will record additional documentation to this Declaration (and the Final L.S.R.D. Plan) locating precisely the buildings and stating specifically the model constructed thereon, the model :floor plan (if not already filed), and any revisions actually made to the model, tying all to the building designation and unit designation.

The units might not be identical. The exterior of the buildings will have a continuity but might not be identical and the final plot plan may locate the buildings in a slightly different manner than the Final L.S.RD. Plan No variation, change, additional documentation, or revision contemplated in this paragraph C shall be considered an amendment. Therefore any such variation, change, additional documentation, or revision contemplated in this paragraph C may be implemented by Declarants and require the approval of no other unit owners.

D. The term **"unit"** shall mean the rooms occupying part of a floor intended for use as a residence and not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, doors and door frames, and trim, and includes the portions of the building so described and the air space so encompassed. There are 32 units located within Rochester Hills

E. The term **"garage"** means that part of the structure abutting a driveway and intended for, but not limited to, the storage of an automobile. Garage ownership shall not be separated from the ownership of the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though said garage is not expressly mentioned or described in the conveyance or other instrument.

ARTICLE II. OWNERSHIP INTERESTS.

A. **Exclusive Ownership and Possession by Owner.** Each owner shall be entitled to exclusive ownership and possession of his or her unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fraction expressed in Exhibit "A" of this Declaration. The fraction of the undivided interest of each owner in the Common Elements as expressed in Exhibit "A" shall have a permanent character and shall not be altered without the consent of all owners expressed in an amended declaration duly recorded, except as hereinafter noted.

The Declarants buih 28 of the 32 units prior to the deadline of December 31, 1999. The members of the Association voted to amend this Declaration to give the Association the right to

build or cause to be built the remaining four units (Units 23, 24, 27, and 28) between January 1, 2000, and December 31, 2005. If the Association does not build or cause to be built the remaining four units by December 31, 2005, the fraction of the undivided interest in the Common Elements of each owner of units built shall increase to reflect the actual number of units built. (For example, if only two of the remaining four units are built, the fraction of the undivided interest of each owner of a unit that is built shall increase from 1132nd to I /30th .) The increase shall occur automatically on December 31, 2005, and an affidavit shall be placed of record by the Association stating the number of units built as of December 31, 2005. In this calculation, the number of units built shall include only units which are substantially completed. (Amended 04/13/00.)

The fraction of the undivided interest in the Common Elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the Common Elements in accordance with the purpose for which they are intended, without hindering or encroaching upon the lawful rights of the other owners.

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

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

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

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

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

F. Association Membership and Voting Rights. Appurtenant to each unit shall be membership in Rochester Hills Owners Association and one vote in the affairs of the Association and of the regime, provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and By-laws 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 By-laws of the Association and this Declaration shall be final and conclusive upon all unit owners.

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

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

2. Through the units and common facilities for maintenance, repair and replacement or reconstruction of common elements, but access to units shall be only during reasonable hours except in case of emergency; said emergency access shall include emergencies for known safety hazards and emergencies during the absence of the owner;

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

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

ARTICLE III. GENERAL COMMON ELEMENTS.

Rochester Hills contains common property or "common elements" which property is owned in common by the owners of the various units and garages. The general common elements are described and defined as follows:

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

A. The land on which the building is located;

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

C. Installations for public utilities, including electric, cable TV, gas, water, sewer, ventilation, exhaust, heating, and air conditioning for common use;

D. Recreational greens, plantings, lawn sprinkler system, private driveways, paths, private sidewalks, outside lighting systems, and TV antennas.

E. Development parameters include the following:

The development has been designed in a manner that will allow all of the existing mature oak trees and a majority of the existing evergreen trees and other trees of significance to remain.

The area north of the line noted as the 100 year flood limits on the plot plan contains an undetermined amount of wetland environment, and is to remain as an undisturbed open space along the Ralston Creek. This area shall be covered by a conservation easement to minimize future disturbance of this area. Areas disturbed during the construction of the proposed sanitary and storm sewers shall be restored to original conditions to the extent possible.

A 10' walkway easement, along an alignment to be selected by the City of Iowa City, shall be provided within the conservation easement area. A pathway shall be constructed from the sidewalk or street paving within the developed area of the regime to the proposed conservation area walkway no later than one year after issuance of the building permit for the last dwelling unit. The Declarants have executed a conservation easement with the City oflowa City (recorded in Book 1478, Page 102, Records of the Recorder of the Johnson County, Iowa). Declarants have the absolute and exclusive right to execute any additional documents necessary to implement the precise location of this 10' walkway easement.

GENERAL COMMON ELEMENTS FOR WIIlCH THE ASSOCIATION IS RESPONSIBLE

GENERAL COMMON ELEMENTS	COMMENTS
Brick veneer	Including steel lintels
Concrete driveways	
Concrete sidewalks	
Concrete streets	
Concrete foundations	Interior damage due to cracks is the responsibility of the Association
Concrete floors and wood floor systems	
Perimeter drain tile and outfalls	
Ceiling, attic space, and roof system	
Entrance and retaining walls	
Exterior perimeter walls and interior load-bearing walls	
Garage door trim	
Fencing-property line	
Fencing - tops of retaining walls	
Front entrance lighting	
Ground cover outside sodded areas	
Gutters, downspouts and splash blocks	
Irrigation system	
Trees, plantings and sod	Except approved personal garden areas
Mailboxes	

Metal soffits, fascia and trim	
Sanitary waste system	Parts not serving solelv one Unit
Storm water system	Includes beehive and gutter inlets, outfalls and retaining basins
Street lighting	
Roofs	
Siding	

(Amended 09.30.04.)

ARTICLE IV. LIMITED COMMON ELEMENTS.

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

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

A. All non-lead-bearing walls and partitions separating units from other units, patios, decks, or balcony adjoining a particular unit, doors, and windows of specific units.

B. Mailboxes and garage doors.

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

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

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

(Continued on next page.)

LIMITED COMMON ELEMENTS FOR WIDCH UNIT OWNERS ARE RESPONSIBLE	
LIMITED COMMON ELEMENTS	**COMMENTS**
Non-load-bearing walls and/or partitions that separate Units from other Units	
Patios and decks, door and windows	
Garage doors	These include openers and attached weather stripping
That part of all sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems and attachments serving just one Unit *and* located entirely within the Unit	
All fixtures, attachments, machines, and equipment in the nature of fixtures; or attachments installed and contained within *or* servicing solely a single Unit, such as furnace, air compressor, water heater, range, plumbing, and air conditioning equipment	Examples: Bathroom vents, dryer vents Examples: The Unit owner is responsible for maintenance of air conditioning equipment (including problems caused by pads out oflevel), and venting to the outside (including that which goes to or through the attic), and all components such as ductwork, flashing and caps Examples: The Unit owner is responsible for sewer lines from Unit to main sewer line or to another branch line; and wires, pipes, ducts, etc. that serve one Unit, but are located in the walls separating two Units or that pass through other Units

(Amended 09.30.04.)

ARTICLE V. DECLARANTS' RESERVED RIGHTS.

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

but as said terms and conditions are expressly modified hereafter. Declarants expressly reserve easements for ingress, egress, and utility purposes across and under the land submitted to the condominium regime during the construction stage of the condominium regime.

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

A. The operation of the condominium shall be by a nonprofit corporation organized and existing under Chapter 504A, Code oflowa. The name of the Association shall be Rochester Hills Owners Association, and the term "Association" as used throughout this Declaration refers to Rochester Hills Owners Association. The Articles oflncorporation and the By-laws are attached hereto and marked Exhibits "D" and "E". Whenever a vote or other action of unit owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or the Council of Co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

B. All owners, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the By-laws 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 By-laws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

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

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

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

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

G. The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the By-laws. The Board may employ a manager or a 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.

Declarants shall have the right to name all members of the Board of Directors of Rochester Hills Owners Association until the annual members' meeting of said Association which is held after 60% of the units are sold OR until the annual members' meeting held in 1998, whichever first occurs. Thereafter the Board of Director shall be selected in the manner specified in the By-laws of the Association.

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

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

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

K. The following person, who in a resident of the State oflowa, is designated as agent to receive service of process upon the Association [as of 12/07/98]:

NAME	ADDRESS
Doral Colton	613 Larch Lane Iowa City, Iowa 52245

ARTICLE VII. MAINTENANCE BY ASSOCIATION.

A. Maintenance Assessments.

1. The Association shall maintain all common elements, whether limited or general, shall make assessments therefore as a common expense except where maintenance has been specifically made the responsibility of an individual unit.

2. The type, placement and planting of all outside plantings shall be approved by a majority of the Board of Directors and shall be consistent with the overall landscape plan of the Association. Unit owners should submit landscape proposals, including a drawing, in writing to the Building and Grounds Committee for submission to the Board of Directors for approval. (Amended 10/15/96.)

3. The Association shall repair incidental damage to the common elements and shall assess the cost thereof as a common expense. The Association shall have an easement for ingress and egress for the purposes of maintenance, repair, and replacement of common elements. The Board of Directors of the Association shall designate an agent for purposes of communications with the City oflowa City concerning compliance with applicable city regulations including but not limited to compliance with the Housing Code. The initial designated agent is William R HappeL 301 S. Clinton St., Iowa City, Iowa 52240.

4. The Board of Directors shall establish a budget of estimated common expenses and income and shall assess fees against each Unit in the manner provided in the By-laws of the Association. (Amended 10/30/00.)

B. Share of Assessment. Each unit shall be assessed and shall be responsible for 1132nd of the common assessment levied. (This fractional assessment may be increased if the number of units actually constructed is decreased as provided for in Article II.A.) Failure to pay the assessment for common expenditures shall result in a lien against the unit failing to pay the common assessment, and shall be deemed to run with title to the unit.

The :fractional assessments for the preceding paragraph shall be imposed after all units are sold OR after December 31, 1999, whichever first occurs. Prior to the time when all units are sold, the Board of Directors will set and assess a monthly fee as each unit is sold. Prior to the annual members' meeting of the owners association which is held after 60% of the units are sold, OR beginning at the annual members' meeting held in 1998, whichever first occurs, Declarants are financially responsible for the balance of the common expenses not covered by the $120.00 per month fee and the $500.00 initial fee. (Amended 09.30.04.)

Beginning at the annual members' meeting of the owners association which is held after 60% of the units are sold, OR beginning at the annual members' meeting held in 1998, whichever frrst occurs, Declarants and condominium unit builders specifically shall not be responsible for the unit assessment or fee for any unbuilt or unsold units, unless the unsold units are rented.

The fractional share of the common assessment as set forth above shall not include the assessment for the insurance on each unit. The amount of the assessment for insurance for each unit shall be as set forth in Article X hereafter.

C. Covenant Running With the Land. This maintenance arrangement shall be recorded in the Office of the Johnson County Recorder. The obligations and burdens established hereunder shall run with the land and shall bind all owners of units of Rochester Hills, their grantees, heirs, assigns, and other successors in interest.

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

ARTICLE VIII. MAINTENANCE BY OWNER.

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

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

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

D. Each unit owner shall rnaint atsaid unit owner's expense, any improvement or other alteration made by the unit owner.

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

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

G. No unit owner shall make or permit to be made any structural alteration to a unit or to a building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by a general rule or regulation) which shall determine the proper insurance of such improvement or other alteration and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. Alterations to

the exterior of any building or common element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the fraction of ownership interest appurtenant to such unit.

ARTICLE IX. PROTECTIVE COVENANTS AND USE RESTRICTIONS.

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. (Live in help does not change or destroy the single family dwelling character of a unit.)

B. A condominium unit may not be rented or leased by the owner except by approval of the Board of Directors. Approval shall not be unreasonably withheld; and the following guidelines will be adhered to:

1. Each unit shall not be rented more than once per year (Declarants, however, shall be allowed to rent a unit a maximum of twice per year.)
2. Any rental arrangement must comply with the single-family dwelling restrictions
3. Any lease/rental agreement shall provide that the entire unit be rented, the occupancy to be only by the lessee and his or her family. If the lessee is a partnership, corporation, trust, estate or similar type entity, the actual occupants shall be such to comply with the single-family dwelling purposes set forth herein.
4. The lease is to be in writing and a copy thereof is to be filed with the Board of Directors prior to possession.
5. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.

C. Nothing shall be altered in, constructed in, or removed from the common elements, limited or general, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association, and further provided that any holder of a first mortgage which acquires possession of a unit by foreclosure shall have the right to post signs for the sale or rental of such unit until is soldor a lease is entered into.

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

E. Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association, said consent to be established by a favorable vote of a majority of a quorum present at an Association member's meeting held pursuant to notice as set forth in the By-laws. No owner

shall permit anything to be done or kept in his or 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.

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. 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, provided such entry shall be made with as little inconvenience to the owners as practicable.

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

I. No unit owner shall be permitted to erect a TV antenna or any other fixture, item or appurtenance on any building roof. TV antennas may be installed in the interior, attic portion of each building subject to approval of the Board of Directors.

J. Failure of the Association or any owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the Code oflowa (1991), 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.

K. No owner of a unit shall convey, mortgage or lease such unit unless and until all sums due the Association by way of assessment of any kind or other charge, and whether evidenced by recorded liens or not, are currently paid and not delinquent; and in the event of delinquency, the grantee, mortgagee or lessee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of the same to the owner. The Association shall, in any event, issue a written statement under signature of an officer, management contractor, agent or member of the Board of Directors, to such grantee, mortgagee or leasee, verifying the status of all assessments or charges affecting the unit, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

L. No unit owner may paint or in any manner decorate the exterior fa9ade of the walls or add or connect equipment, structures or facilities thereto, nor erect any "For Rent" or other sign except a "For Sale" sign, or otherwise disturb or affect the same, except Declarants and except as provided in paragraph C hereof. (Amended 10/15/96.)

M. No animal pens, sheds, fences or other out-buildings or structures of any kind shall be erected by a unit owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. No recreational vans, trailers or boats shall be parked outside in the driveways or on the streets of the condominium regime for more than 36 hours. (The intent of this provision is to keep the streets, driveways, and parking areas within the regime clear on a more or less continual basis of such large vehicles. The Board of Directors of the owners association is specifically given the authority to enforce the intent of this provision such that vans, trailers and boats are not parked, removed for a short period oftime, and then re-parked, thereby complying with the letter, but not the intent of this provision.) All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

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

ARTICLE X. INSURANCE.

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

B. Fire and other hazard insurance shall be purchased by the Board of Directors as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominium association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgages. 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 be written on a guaranteed replacement cost coverage basis. If reasonably available, the policy or policies

shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association and Declarants, so long as Declarants are the owners of any of the units in this project. The Declarants shall notify the insurance carrier of any change in ownership of a unit until the annual members' meeting of the Owners Association when the Declarants shall no longer own 60% of the units OR until the annual members' meeting held in 1998, whichever frrst occurs, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

C. The comprehensive general liability and property damage insurance, including but not limited to the fire and other hazard insurance purchased on behalf of the Association shall cover the Association's liability for bodily injury and property damage and shall further cover damage to both the Common Elements and the Limited Common Elements and the condominium buildings, all on a guaranteed replacement cost coverage basis. This insurance shall cover all fixtures, improvements, and alterations that are a part of the building or structure, including carpeting, floor covering, light fixtures, cabinets, and appliances such as those used for refrigeration, ventilating, heating, air conditioning, cooking, dishwashing, laundering, security, and sound systems. The insurance purchased on behalf of the Association shall not cover the furniture, furnishings, and personal property of the unit owners.

Any unit owner may carry such personal property, fire, and other hazard insurance and personal liability insurance as he or she may desire. Such insurance shall be limited to the type and nature of coverage often referred to as "Condominium Unit Owner's Insurance." All such insurance separately carried shall contain a waiver of subrogation rights by the insurer as to negligent owners.

D. In the event of a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the By-laws of Rochester Hills Owners Association, shall be used for such purpose, subject to the rights of frrst mortgagees whose interest may be protected by said policies. In the event of a determination not to replace or restore the improvements on the condominium property, the entire condominium property shall be deemed owned in common by the unit owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code oflowa as now provided or hereinafter amended and in effect at such time. In the event any excess insurance proceeds are remaining, the Board shall retain such sums in the general funds of the Association. Not withstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of frrst mortgagees.

E. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall contain the same number of units and garages, and be substantially in accordance with the plans and specifications of original construction, as available from the Exhibits hereto attached and plans on file with the Office of the County Recorder, Johnson County, Iowa, and the fractional interest and other appurtenances to each unit after such repair, rebuilding, restoration or reconstruction shall be the same as before. (Amended 09.25.03)

ARTICLE XI. MORTGAGEE PROTECTION.

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

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

ARTICLE XII. TERMINATION.

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

1. Destruction. In the event it is determined in the manner elsewhere provided that the building shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code oflowa(l991).

2. Agreement. The condominium may be terminated at any time by the approval in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code oflowa (1991). It shall be the duty of every unit owner and his respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the project when at a meeting duly convened of the Association,

the owners of 100% of the voting power and all record owners of mortgages upon units in the Regime elect to terminate and/or sell the project.

3. 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 affecting the termination, which certificate shall become effective upon being recorded in the Office of the Johnson County Recorder in Iowa City, Iowa.

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

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

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

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

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

ARTICLE XIII. AMENDMENTS.

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

A. The provisions of this Declaration may be amended, modified or rescinded by a resolution setting forth such amendment, modification, or rescission and duly adopted by the affirmative vote of not less than two-thirds of the unit owners or by an instrument in writing setting forth such amendment, modification, or rescission and signed by not less than two-thirds of the unit owners and duly acknowledged before a notary public. (Unit owners are defined as the owners of all units built, unbuilt, sold or unsold, *i.e.* 32 votes unless reduced as of December 31, 2005, as provided for in Article II, A.) (Amended 04/13/00.)

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

C. Any amendment which would restrict Declarants' rights to construct the maximum number of buildings and units provided for herein must have unanimous approval of the owners of all units built, unbuilt, sold or unsold, *i.e.* 32 votes (unless reduced as of December 31, 2005, as provided for in Article II, A.) (Amended 04/13/00.)

D. Any amendment adopted shall be recorded in the Office of the Johnson County Recorder.

E. The units might not be identical. The exterior of the buildings will have continuity but might not be identical and the final plot plan may locate the buildings in a slightly different manner than the Final L.S.R.D. Plan. No variation, change, additional documentation, or revision contemplated in this paragraph E shall be considered an amendment. Therefore any such variation, change, additional documentation, or revision contemplated in this paragraph E may be implemented by Declarants and require the approval of no other unit owners.

ARTICLE XIV. MISCELLANEOUS.

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

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

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

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

BMH PARTNERS

Blank & McCune
The Real Estate Company

/s/ Jane McCune
By: Jane McCune, President

/s/ Jackie Blank
By: Jackie Blank, Secretary

Raymond J. Happel Testamentary
Trust No. 2

/s/ William R. Happel
By: William R Happel
Co-Trustee

STATE OF IOWA, COUNTY OF JOHNSON, ss.

On this 1ot1i day of February, 1993, before me, a Notary Public in and for the State oflowa, personally appeared, Jane McCune and Jackie Blank to me personally known, who being by me duly sworn did say that they are the president and secretary, respectively of said Corporation, that no seal has been procured by the corporation and that said instrument was signed on behalf of said corporation by authority of its board of directors and that the said Jane McCune and Jackie Blank acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed and further that said corporation is one of the partners ofBMH Partnership and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

(SEAL) *Isl*
A Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 11th day of February, 1993, before me, the undersigned, a Notary Public in and for the State ofiowa, personally appeared, William R. Happel to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he as the co-trustee of the Raymond J. Happel Testamentary Trust No. 2, executed the instrument as a voluntary act and deed of the person and of the fiduciary and that the trust is one of the partners ofBMH Partners and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

(SEAL) *Isl*

A Notary Public in and for the State oflowa

EXHIBIT"A"

Building	Unit	Approx. Storage Area Sg. Ft.	Approx. Unit Area Sg. Ft.	Approx. Garage Area Sg.Ft.	Int. In Common Elements	#of Votes Per Unit
Labeled **M,N,O,P,** Q, R, S, T, U, **V, W,** X, Y,Z	Labeled 1 through 32		See model floor plans to be filed as units are constructed		1/32	1

Preliminary scheme as per Rochester Hills Final L.S.R.D. Plan recorded December 16, 1992:

M	1, 2, 3
N	4,5
0	6, 7
p	8, 9
Q	10, 11, 12
R	13, 14
S	15, 16, 17
T	18, 19
u	20, 21, 22
V	23,24
W	25,26
X	27,28
y	29,30
Z	31, 32

07998\0 l \Declaration (amended 9.30.04)

EXHIBIT "D"

ARTICLES OF INCORPORATION
OF
ROCHESTER HILLS OWNERS ASSOCIATION

We, the undersigned, co-owners of Rochester Hills Horizontal Property Regime adopt the following Articles of Incorporation under the Iowa Nonprofit Corporation Act, Chapter 504A, 1991 Code of Iowa.

ARTICLE I.

The name of the corporation is Rochester Hills Owners Association.

ARTICLE II.

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

ARTICLE III.

The purposes and objectives of the owners association are to provide an entity to conduct the business and affairs of, and to act on behalf of, the owners of Rochester Hills. The owners association shall have all powers and purposes granted to it statutorily by Chapter 499B and Chapter 504A of the 1991 Code oflowa as amended, and granted to it by the Declaration. The purposes of the owners association are exclusively not for private profit or gain and no part of the association activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the association shall make no distribution of income to its members. The association's shall, additionally, have unlimited power to engage in and to do any and lawful act concerning any and all lawful business of the owners association.

ARTICLE IV.

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

ARTICLEV.

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

ARTICLE VI.

The name and address of the initial registered agent of the corporation in Johnson County, Iowa is William R. Happel, 301 S. Clinton St., Iowa City, Iowa 52240.

ARTICLE VII.

The number of directors constituting the initial Board of Directors is three. The names and addresses of the persons who are to serve as the initial directors are: William R. Happel, 301 S. Clinton St., Iowa.City, Iowa 52240; Jackie Blank, 506 E. College St., Iowa City, Iowa 52240; and Jane McCune, 506 E. College St., Iowa City, Iowa 52240.

ARTICLE VIII.

The name and address of the incorporator is as follows: The Raymond J. Happel Testamentary Trust No. 2, *clo* William R. Happel, Co-Trustee, 301 S. Clinton St., Iowa City, Iowa 52240.

ARTICLE IX.

In the event ofliquidation, assets, if any, shall be distributed to the members in accordance to their proportionate share of ownership in the condominium regime, as per the fractional interest in the common elements listed in Exhibit "A" of the Declaration, or as thereafter may be altered as set forth in Article II of the Declaration.

ARTICLE X.

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

ARTICLE XI.

The corporation shall not have a corporate seal.

Dated this 10th day of February, 1993.

BMH Partners

Blank & McCune
The Real Estate Company

Isl Jane McCune
By: Jane McCune, President

Raymond J. Happel Testamentary
Trust No.2

Isl William R. Happel
By: William R. Happel
Co-Trustee

/s/ Jackie Blank
By: Jackie Blank, Secretary

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 10th day of February, 1993, before me, a Notary Public in and for the State of Iowa, personally appeared, Jane McCune and Jackie Blank to me personally known, who being by me duly sworn did say that they are the president and secretary, respectively of said Corporation, that no seal has been procured by the corporation and that said instrument was signed on behalf of said corporation by authority of its board of directors and that the said Jane McCune and Jackie Blank acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed and further that said corporation is one of the partners ofBMH · Partnership and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

(SEAL)

_____
_____ A Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 10th day of February, 1993, before me, the undersigned, a Notary Public in and for the State oflowa, personally appeared, William R. Happel to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he as the co-trustee of the Raymond J. Happel Testamentary Trust No. 2, executed the instrument as a voluntary act and deed of the person and of the :fiduciary and that the trust is one of the partners ofBMH Partners and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be·the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

(SEAL)

_____
_____ A Notary Public in and for the State of Iowa

EXHIBIT "E"

BYLAWS OF
ROCHESTER HILLS OWNERS ASSOCIATION

The following are the Bylaws of Rochester Hill Owners Association, adopted for the purpose of administering Rochester Hills Horizontal Property Regime.

ARTICLE I. MEMBERS AND VOTING RIGHTS.

Section 1. The owners of each condominium unit shall constitute the members of the Association and membership shall automatically cease upon termination of the interest which constitutes a person as a condominium unit owner. An owner shall be recognized as a member of the condominium owners association without further action for so long as he or she holds an ownership interest. A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he or she represents. A contract vendee of record shall be the owner of that unit and member of the association with reference to who constitutes members of the Association as stated herein. If more than one person is the owner of the same unit, all such owners shall be members of the Association and shall remain jointly and severally liable for all membership obligations. The Declarants shall be a member and shall have the rights of membership with respect to each unit under construction or each unit completed but unsold.

Section 2. One vote total is given to the owner(s) of each unit as to all matters to be determined by the members of the owners association.

ARTICLE II. MEMBERS' MEETINGS.

Section 1. Special meetings of the members of the owners association may be called for any purpose by a unit owner.

Section 2. Written or printed notice stating the place, day, and hour of the special meeting and the purpose for which said meeting is called, shall be delivered not less than 5 or more than 60 days before the dated of the meeting, either personally or by mail If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her last known address or the address given to the secretary for mailing notice. This notice requirement may be waived, in writing, by a unit owner representing each unit.

Section 3. The regular annual meeting of the members of the owners association shall be held on the fourth Thursday in September each year at 7:00 P.M., at a place to be designated by the Board of Directors in Iowa City, Iowa. The first annual meeting of the owners association will be held in the year 1993. (Amended in 1993.)

Section 4. A quorum at a member's meeting shall consist of a majority of the owners of the units under construction or which are completed, whether said completed units are sold or unsold, either in person or by proxy, which said owners are entitled to vote as set forth in Article I above.

Section 5. A majority vote of the quorum present at each members' meeting shall be necess ry to approve any measure.

ARTICLE III. BOARD OF DIRECTORS.

Section 1. The business and affairs of the owners association shall be managed by its Board of Directors. The initial board shall be three in number and shall consist of William P. Happel, Jane McCune, and Jackie Blank.

Section 2. Beginning at the annual members' meeting of the owners association which is held after 60% of the units are sold, OR beginning at the annual members' meeting held in 1998, whichever first occurs, the Board of Directors of the owners association shall be elected at the regular annual meeting from among the members by a vote of the members present, and may be removed and replaced by a majority vote of the members at any members, meeting. Beginning with said meeting there shall be 5 members of the Board of Directors, two directors to be elected for a three-year term and two directors to be elected for a two-year term and one director to be • elected for a one-year term. At the next annual meeting, the position(s) of the director(s) whose term(s) end shall be filled in a similar manner by a vote of the members present. Similar elections for the position(s) of the director(s) whose term(s) end shall be held annually at the regular annual meeting.

A majority vote of the board is determinative.

Section 3. The Board of Directors shall select from among themselves a President who shall be the Chief Executive Officer and who shall preside at all meetings of the members and of the Board of Directors.

Section 4. The Board of Directors shall select from among themselves a Vice President who shall preside in the absence or disability of the President, and who shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President.

Section 5. The Board of Directors shall select from among themselves a Secretary and Treasurer who shall keep the minutes of all proceedings of the meetings of the members and the Board of Directors, and who shall have custody and control of the Minute Book of the Association wherein the resolutions of the owners association and Board of Directors shall be recorded. Additionally, as Treasurer, said officer shall control the funds and other property of the owners association and shall keep the financial books and records and shall be in charge of collecting the assessments and disbursing funds for the payment of the Association's joint expenditures.

Section 6. Any instrument affecting an interest in real property may be executed by the President and Vice President and one other officer upon authorization of a majority of the members.

Section 7. Any officer or a designate named by the Board of Directors, may release in writing any lien h ld by the Association or make a written statement ofwhat_amount is due or delinquent or current concerning common expense assessments.

Section 8. Any officer may be removed by a majority vote of the members whenever in the judgment of the Association the best interest of the Association will be served thereby. 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 9. The powers and duties of the Board of Directors shall be exercised in accordance with the provisions of the Declaration; the powers and duties of the Board of Directors shall include, but shall not be limited to the following:

a. To enforce all rules and provisions adopted by the Association.

b. To make and collect assessments against members for all common expenses.

c. To use the proceeds of assessments in the exercise of its powers and duties.

d. To maintain, repair, replace, and operate the condominium property, including all common areas, units, and garages, as applicable, and the construction of new improvements or alterations, if authorized, and to make and provide for payment for all such work.

e. To contract for management of the condominium and to delegate to such contractor all powers and duties necessary and not disallowed by the condominium documents; to employ, designate, and remove any personnel necessary for the maintenance, repair, and replacement of the common areas and facilities..

f. To acquire title to and ownership of, in the name of the Association, units within the regime upon judicial sale, and, on behalf of all owners, to sell, lease, or mortgage such units.

g. To budget for current expenses and deferred or reserved maintenance and replacement expenses, and to assess and collect assessments on a monthly basis or on any other periodic basis chosen by the Board of Directors.

h. To carry insurance on the property of the condominium regime, if authorized by its members.

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

ARTICLE IV. -COMMON EXPENSES AND ASSESSMENTS.

Section 1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties, and obligations as set forth in any of the condominium documents and those expenses as are necessary or implied in connection with the powers and duties of the Board of Directors. Snow removal, lawn care, sprinkler system use and maintenance, and general maintenance in connection with the common area, garbage and trash removal,

insurance, and the upkeep of the building exterior shall be assumed specifically by the Association as a common expense.

Section 2. The Board of Directors shall establish a per Unit fee to be paid to the Association by the purchaser(s) of each Unit from the Declarants or a Unit builder, due and payable within ten days from the dat of purchase by deed or contract. (Amended 10/30/00.)

Section 3. The Board of Directors shall prepare or cause to be prepared for each fiscal year (a) an annual budget of estimated income and operating and capital common expenses and (b) fees to be levied against each Unit. The annual budget shall take into account the estimated common expenses and cash requirements for the year, including, without limitation, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, allocations to the reserve fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and similar items. The annual budget shall also take into account any surplus or deficit from the current fiscal year and the estimated available cash income from the lease, operation, or use of the common elements. The annual budget shall include a reserve for contingencies in the amount of 15 percent of all estimated common expenses for the year. (Amended 10/30/00.)

Section 4. The Board of Directors shall adopt a proposed annual budget. After the proposed annual budget is adopted by the Board, copies shall be distributed to each member at least 15 days prior to the annual meeting of the Association. The annual budget must be approved by a vote of a majority of the total members of the Association by written ballot, including proxies. If the membership disapproves the annual budget, the Board of Directors shall rework the proposed annual budget within the next 15 days, shall distribute copies thereof to each member, and shall call a special meeting at least 15 days after such distribution of the revised annual budget. Until a new annual budget is approved by the membership, the budget in effect for the current year shall be repeated for the succeeding fiscal year, and no unapproved capital expenditures shall be made. (Amended 10/30/00.)

Section 5. The annual budget shall include a monthly fee for each Unit, and each member shall pay on or before the first day of each month the monthly fee for his or her Unit as follows:

a. Each member shall pay his or her proportionate share of the common expenses for each year as shown by the annual budget. Payment shall be in monthly installments of 1/12 of the member's proportionate share.

b. Until the members have approved an annual budget, each member shall continue to pay each month the monthly fee for his or her Unit as last determined. (Amended 10/30/00.)

Section 6. As soon after the end of each calendar quarter as is practicable, the Board of Directors shall furnish to each member a statement for the preceding calendar quarter, showing receipts, expenditures, accounts payable, and such other information as the Board may determine. (Amended 10/30/00.)

Section 7. Ifit shall appear to the Board of Directors at any time that the approved budget for the year will be insufficient to cover the estimated common expenses for the remainder of such year, the Board shall prepare an amended budget for the remainder of such year. The amended budget shall be submitted for approval by a vote of a majority of the total members of the Association at a special meeting to be held at least 15 days after copies are mailed to members. (Amended 10/30/00.)

Section 8. If any member fails or refuses to pay the monthly fee when due, the amount thereof, together with an administrative fee of $20 per month until the monthly fee is paid, shall constitute a lien on the interest of such member as provided in the Declaration. (Amended 10/30/00.)

Section 9. The Association may bring an action at law against the Unit Owner personally obligated to pay the same for collection of his or her unpaid proportionate share of the common expenses or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such monthly fee or fees. Each Unit Owner, by acceptance of a deed to or recording a contract for purchase of a Unit, expressly vests in the Board of Directors and its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the lien by all methods available for the enforcement of such liens. The lien will be in favor of the Association and for the common benefit of all Unit Owners. (Amended 10/30/00.)

ARTICLE V. AMENDMENT.

Section 1. These Bylaws may be amended, altered, or repealed and new Bylaws adopted by the members at a meeting of the members upon the affirmative vote of two-thirds of all votes entitled to be cast. No amendment, however, affecting a substantial change in these Bylaws shall affect the right of the holder of any mortgage recorded prior to the recordation of such amendment if the holder of said mortgage does not join in the execution of said amendment and approve the same in writing.

Section 2. No amendment may be adopted at either a special or regular membership meeting which is not included in the notice thereof. However, if waivers in writing are pl,:iced of record, this notice requirement may be waived.

Section 3. Any modification or amendment of the Bylaws shall be effective against all persons upon its recordation in the Office of the Johnson County Recorder.

ARTICLE VI. MISCELLANEOUS PROVISIONS.

Section 1. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions thereof.

Section 2. The Association shall promulgate such Rules and Regulations as it deems to be in the best interests of all owners within the condominium regime.

Dated this 10th day of February, 1993.

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

BMH PARTNERS

Blank & McCune
The Real Estate Company

/s/ Jane McCune
By: Jane McCune, President

/s/ Jackie Blank
By: Jackie Blank, Secretary

Raymond J. Happel Testamentary
Trust No. 2

/s/ William R. Happel
By: William R. Happel
Co-Trustee

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 10th day of February, 1993, before me, a Notary Public in and for the State oflowa, personally appeared, Jane McCune and Jackie Blank to me personally known, who being by me duly sworn did say that they are the president and secretary, respectively of said Corporation, that no seal has been procured by the corporation and that said instrument was signed on behalf of said corporation by authority of its board of directors and that the said Jane McCune and Jackie Blank acknowledge the execution of said instrument to be the voluntary act and deed of said corporation by it voluntarily executed and further that said corporation is one of the partners ofBMH Partnership and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

(SEAL)

/s/ -
A Notary Public in and for the State of Iowa

STATE OF IOWA)
) SS:
COUNTY OF JOHNSON)

On this 11th day of February, 1993, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared, William R. Happel tq me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he as the co-trustee of the Raymond J. Happel Testamentary Trust No. 2, executed the instrument as a voluntary act and deed of the person and of the fiduciary and that the trust is one of the partners ofBMH Partners and that the instrument was signed on behalf of the partnership by authority of the partners and the partner acknowledged the execution of the instrument to be the voluntary act and deed of the partnership by it and by the partner voluntarily executed.

(SEAL)

/s/
A Notary Public in and for the State of Iowa

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Al\ll<NDi\rnNT OF CoNnOMINll!!\1 D1•'.CL.-\HXl'ION

I am the President of Rochester

I. I :iui the Prcsiclent ofRochc.!;tc:r I lills Owm:(As ociatio11.

2. A special meeting of the: llllt:rnbcrs of Rncht:ster Hills Owners /\5sociatio11 was held on. *1n."'v _hi/* ___, 2000. after due, legal, aFJd timely notice of the ti111e, place, and purpo.-e of the special meeting was provided to all mcmbcrl. in accordance with the By-laws of the Associatiori.

3. A quorum of ;/ *'l* owners was prcsi:nl in pc:rson or by proxy,

4. 011 a motion d11ly mndc: :int! scc(111tkrl, thC' anior1dn1erib 10 IIi f'ki:brnlion for H.ocho:;IC!' I li!ls s I nttl <>11th, ulladlll\t:nl lt> 1J1is t!ucu111cnt. wl1ich is i11,orporakli by reference, wen adopted by ;i vole of *i 9.* owners in favor and_ *Q*_ owner, oppost:d, for the two-thirds m:ijority required tu ,11n nd the Dc:clar tion .

•. OCHF.STER llLLS OWNERS ASSOCIATION

By ___ '"-5 .:,_ L-<....<..-._:,_ -,, ...,_ .
Louise I ,arcw. l'tcsi,icnt

ST,\TE OF *IUW* ,\, JUI INSON COUNTY, s.,,

On .J: I_ _!_I_ ..-• 20U0, I,oui,e L rew appc•r d ['('rnonally before 1he ur1ucos1gncrJ Notary Pub!ic and, bcitrg duly s,vom, stated *that* she is 1he President o!' the votpo1a1ion which exc,uted the prcce<li111: doc1imcnf, th corpor:itio11 has no seal. and the d'";:un,ent was irgncd 011 lhc corpora lion's behalf by aulli,irity or it£ Uoard of Di,ectors; and such uilkcr acknowlrd1: d th voluntary c.,nru1io11 11fthc do1:11mcnl by her and l:,y tl1e corporation.

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A:'\IENDMI!.'.NTS TO DECLARATIO:'11

The I kclaw1i,m of Suhmissiou of Properly ro lloriznnlal Property Rcgimr. for Rochester Hills rcconkd i11 Book I sot ofMisi:clla11co11s Records, page 22·!., in the Johnson C:nunty, Iowa, Rcc,irc.lcr's orrir.c {ll11:: "[)cclnratiu11"), is amentkt.l .is follows:

I. Tile first p;:iragraph of Paracrnpl1 A of 1\1tide Jl oflhe Dccla1atinn is dc:kred. am.I the follo\vin£ \wo paragraph are substituted for it:

A. .Exc)lliiY&."Vll¢r,hip on !...£!.ill.CSS O Each owner shall be entitled to exclusive ownership and possession of his or her unit. Each owner shiill be entitled to all undivided interest in the Common Elements in the fraction expressed in Exhihit "A" oft his Declaration. The frndinn of the undivide,I inlcfest of each owner in the Cnmmo11 Elements as r.xpressed in Exhihit "A" sh;ill have a pr.nllJnent character and shall 1101 he alkrcd without thc consent *nf* all owners t:xprci;,,'tl in ;in :i111t:mlcct d c:laratiun ihily u:c;ordcd. e, cept as llt!rcinaf\cf 11otert

The Declannts built 28 or the 32 u11i1s prior to the dea<.llinc of December JI, 1999. The tntmhcrs oflhe Association voted In amentl this Declaration to give the Association lhe right to bt1ild or cause tQ be built the remaining four units (Units 23, 24, 27, and 28) bctwe:en January I, 2000, and December 31, 2005. Ir the Association does not build or cause I<> be built the remaining four units by December JI, 2005, the fraction nf lhc undivided interest in the C<1m11wn Fkmonts of each owner or units built sfrnll incrc-nst.: to n.:tlcct lhc actu,il 111111,brr o/"1111its bt1ill. (f(lf cx;1mplc, il"only 1wo uflhc rc111:iin1ng four llllli[s are built, the frnction of lhc undivided interest of c:ac:h owner of a t111il thJt is built shall increase from t/ 32"'[1] to l/"30'\) This increase shall uc;c:ur amo111atic:1lly tm Dcccmht:r) I. 2005, and no arfirlnvit shall be pbt:ed of record hy the Association st,1ling the numher of units h11ilt :is of necc111ht.:r 31, 2005. In this caknlntion, th,: number nf units built slrall include only 11nits whi"h ttrn suhstantially compktcd.

2. In Anick X, l'arngraph f of the Dcclaratinn, the dale or December JI, 19J9. is amended to read Dc1.;cmbcr 31, 2005.

J. In .1-\rt! lc XII[, f>nrngraph A or the f)c:c)arutinn. lhl! date of Dcccn,hct 31, 1')')9, j mncndcd [(.) re:id Dccemhcr 31, 2005,

4. In J\rtidc Xlll, P rngniph C of the Dcc:lnrntion, the dalL· of I l,;c..,111bcr 31. 1999, i, nm ended to rc;1d Dcct:mhc:r 3l. 2005.

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JOHNSON COUNTY IOWA RECORDER
IOWA CITY, IOWA

Prepared by **CHARLES R. COULTER•** Suite 400 • 301 Iowa Avenue• Muscatine• IA 52761 • 319.264.5000

AMENDMENTS TO DECLARATION AND BY-LAWS

The undersigned certifies as follows:

I. I am the President of Rochester Hills Owners Association.

2. A meeting of the members of Rochester Hills Owners Association was held on October 10) 2000, after due, legal, and timely notice of the time, place, and purpose of the meeting was provided to all members in accordance with the By-laws of the Association.

A quorum of 28 owners was present in person or by proxy.

4. On a motion duly made and seconded, the amendments to the Declaration and By-laws for Rochester Hills set out on the attachment to this document, which is incorporated by reference, were adopted by a vote of 28 owners in favor and no owners opposed, for more than the two-thirds majority required to amend the Declaration and By-laws.

ROCHESTER HILLS OWNERS ASSOCIATION

By Duane C. Whitaker 10-27-00

Duane C. Whitaker, President

STATE OF IOWA, JOHNSON COUNTY, ss.

On October 27, 2000, Duane C. Whitaker appeared pei:sonallybefore the undersigned Notary Public and, being duly sworn, stated that he is the President of the corporation which executed the preceding document, the corporation has no seal, and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officer acknowledged the voluntary execution of the document by him and by the corporation.

CHRISTINE M. COULTER
MY COMMISSION EXPIRES
April 7, 2003

Notary Public in and for the State of Iowa

07998\01 \Certificate of Amendment 00101O

AMENDMENT TO DECLARATION

The Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills recorded in Book 1501 of Miscellaneous Records, page 222, in the Johnson County, Iowa, Recorder's office (the "Declaration") is amended as follows:

Both paragraphs of Section 4 of Paragraph A of Article VII of the Declaration are deleted, and the following is substituted therefor:

4. The Board of Directors shall establish a budget of estimated common expenses and income and shall assess fees against each Unit in the manner provided in the By-laws of the Association.

AMENDMENTS TO BY-LAWS

The By laws of Rochester Hills Owners Association, which were attached as Exhibit E to the Declaration, are amended as follows:

Sections 2, 3, and 4 of Article IV are deleted, and the following provisions are substituted therefor:

Section 2. The Board of Directors shall establish a per Unit fee to be paid to the Association by the purchaser(s) of each Unit from the Declarants or a Unit builder, due and payable within ten days from the date of purchase by deed or contract.

Section 3. The Board of Directors shall prepare or cause to be prepared for each fiscal year (a) an annual budget of estimated income and operating and capital common expenses and (b) fees to be levied against each Unit. The annual budget shall take into account the estimated common expenses and cash requirements for the year, including, without limitation, salaries, wages, payroll taxes, legal and accounting fees, working capital fund, allocations to the reserve fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, insurance, fuel, power, and similar items. The annual budget shall also take into account any surplus or deficit frorn the current fiscal year and the estimated available cash income from the lease, operation, or use of the common elements. The annual budget shall include a reserve for contingencies in the amount of 15 percent of all estimated common expenses for the year.

Section 4. The Board of Directors shall adopt a proposed annual budget. After the proposed annual budget is adopted by the Board, copies shall be distributed to each member at least 15 days prior to the annual meeting of the Association. The annual budget must be approved by a vote of a majority of the total members of the Association by written ballot, including proxies. If the membership disapproves the annual budget, the Board of Directors shall rework the proposed annual budget within the next 15 days, shall distribute copies thereof to each member, and shall call a special meeting at least 15 days after such distribution of the revised annual budget. Until a new annual budget is approved by the membership, the budget in effect for the current year shall be repeated for the succeeding fiscal year, and no unapproved capital expenditures shall be made.

Section 5. The annual budget shall include a monthly fee for each Unit, and each member shall pay on or before the first day of each month the monthly fee for his or her Unit as follows:

a. Each member shall pay his or her proportionate share of the common expenses for each year as shown by the annual budget. Payment shall be in monthly installments of 1/12 of the member's proportionate share.

b. Until the members have approved an annual budget, each member shall continue to pay each month the monthly fee for his or her Unit as last determined.

Section 6. As soon after the end of each calendar quarter as is practicable, the Board of Directors shall furnish to each member a statement for the preceding calendar quarter, showing receipts, expenditures, accounts payable, and such other infonnation as the Board may determine.

Section 7. If it shall appear to the Board of Directors at any time that the approved budget for the year will be insufficient to cover the estimated common expenses for the remainder of such year, the Board shall prepare an amended budget for the remainder of such year. The am.ended budget shall be submitted for approval by a vote of a majority of the total members of the Association at a special meeting to be held at least 15 days after copies are mailed to members.

Section 8. If any member fails or refuses to pay the monthly fee when due, the amount thereof, together with an administrative fee of$20 per month until the monthly fee is paid, shall constitute a lien on the interest of such member as provided in the Declaration.

Section 9. The Association may bring an action at law against the Unit Owner personally obligated to pay the same for collection of his or her unpaid proportionate share of the common expenses or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees of any such action will be added to the amount of such monthly fee or fees. Each Unit Owner, by acceptance of a deed to or recording a contract for purchase of a Unit, expressly vests in the Board of Directors and its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the lien by all methods available for the enforcement of such liens. The lien will be in favor of the Association and for the common benefit of all Unit Owners.

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JOHNSON COUNTY RECORDER
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1nformation: ChalT Warren. 920 S Dubuq.ueStreet PO, Box 2000, Iowa City, Iowa S2240 (319) 351-8181

SUPPLEMENTAL INFORMATION RELATED TO DECLARATION OF SUBMISSION OFPROPERTYTOHORIZONTALPROPERTYREGIMEFORROCHESI'ERHUJS

· James Clifton, President of Rochester Hills Owners Association, submits the following supplemental information related to the Declaration of Submission Property to Horizontal Property Regime for Rochester Hills which was recorded February 10, 1993, in Book..1501, page 222, Records of Johnson County, Iowa; as amended by an Amendment to Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills which was recorded October 15, 1996, in ook 2170, page 287; as amended by Amendments to Declaration, which were recorded April 13, 2000, in Book-2933, page 121; and as further amended by Amendments to Declaration and Bylaws recorded October 31, 2000, in Book"3015, page 441, as follows:

1. The existing Exhibit ". which is a site plan of Rochester Hills, is supplemented by the SitePlan---Exlubit "B" attached hereto.

2. The existing Exlnbit "C" representing the building plans of the existing units of Rochester Hills is supplemented by the Exhibit "C" attached hereto, which represents Units 23 and 24 of Rochester Hills.

- ,-_ 3. The existing Exluoit "F", which constitutes an Engineer's Certificate for Rochester Hills, is supplemented by the "As Is" Affidavit attached hereto.

Signed on April .1L, 2003.

ROCHESTER HILLS OWNERS ASSOCIATION

By ¥n

{I James Clifton, President

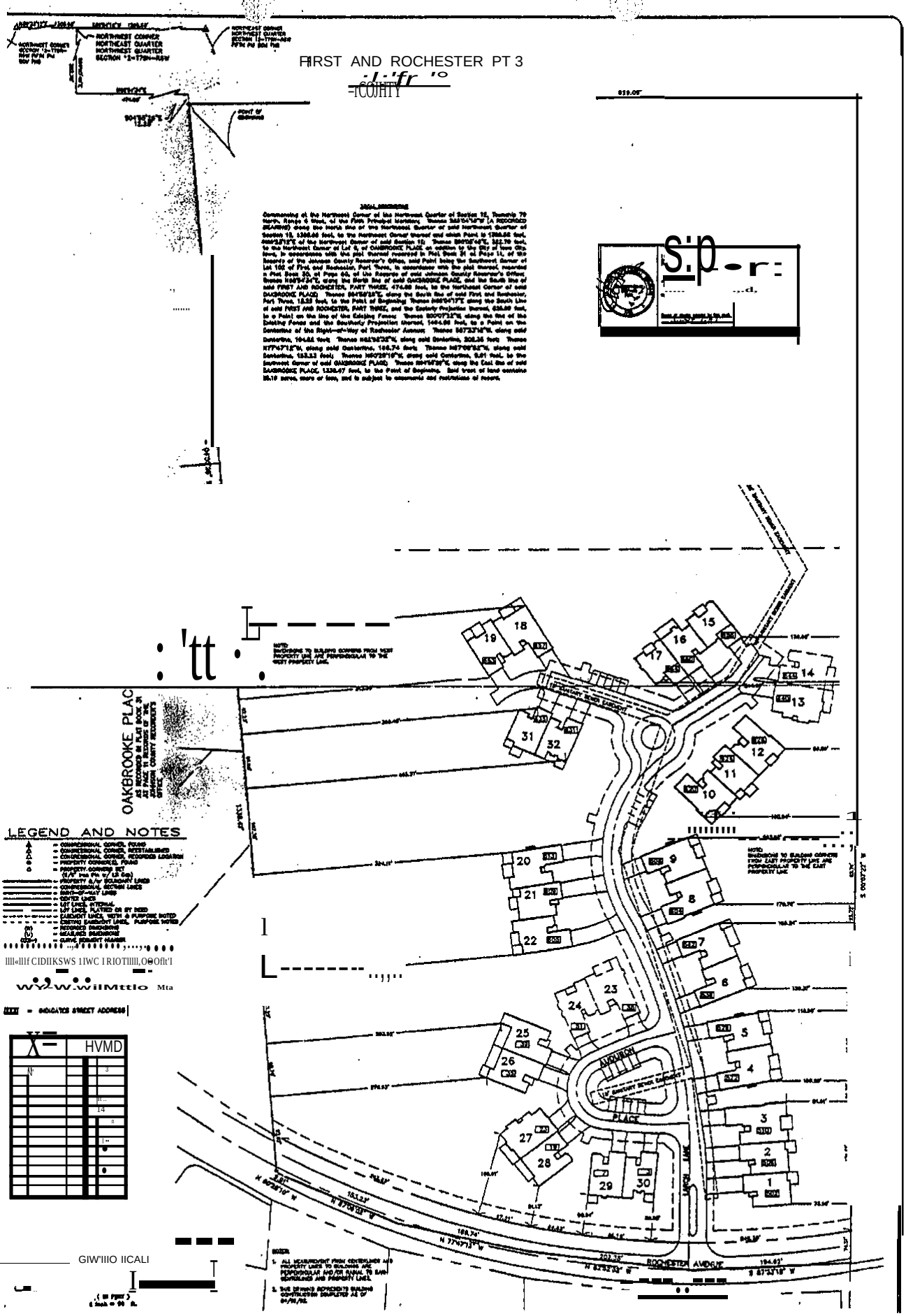
STATE OF IOWA, JOHNSON COUNTY, ss.

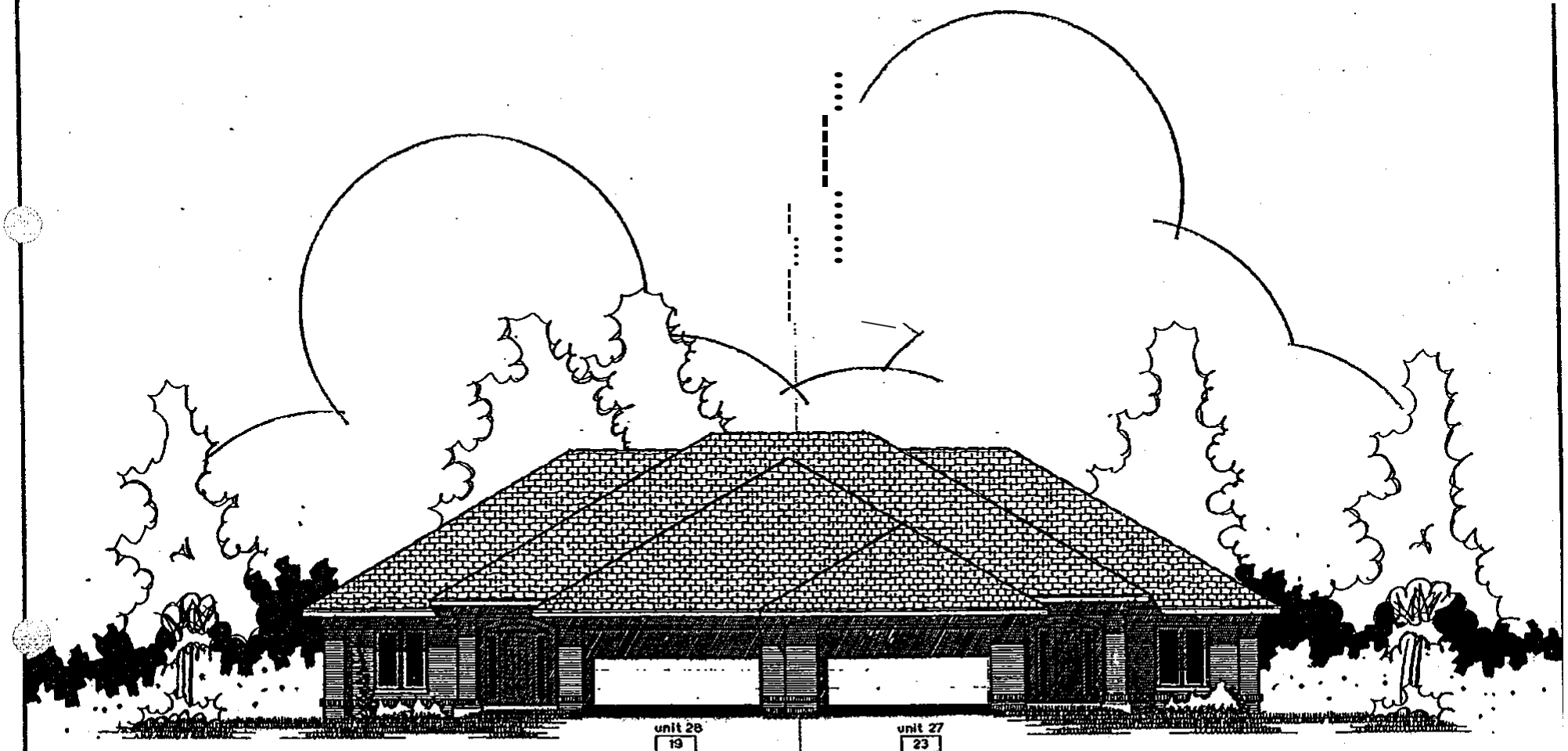
On April IL 2003, James Clifton appeared personally before the undersigned Notary Public and. being duly sworn, s1ated 1hat he is the President of the corporation which executed the preceding document, the corporation has no and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officer acknowledged the voluntary execution of the document by him and by the corporation.

Commission Number 717404
My Commission Expires
July 11, 2005

Notary Public in and for the State of Iowa

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FIRST AND ROCHESTER PT 3
OAKBROOKE PLAC
LEGEND AND NOTES
HVMD
AVIGNON
PLACE
ROCHESTER AVENUE
SITE PLAN-EXHIBIT "B"
MMS CONSULTANTS, INC.
Iowa City, Iowa (319) 351-8282



front elevation

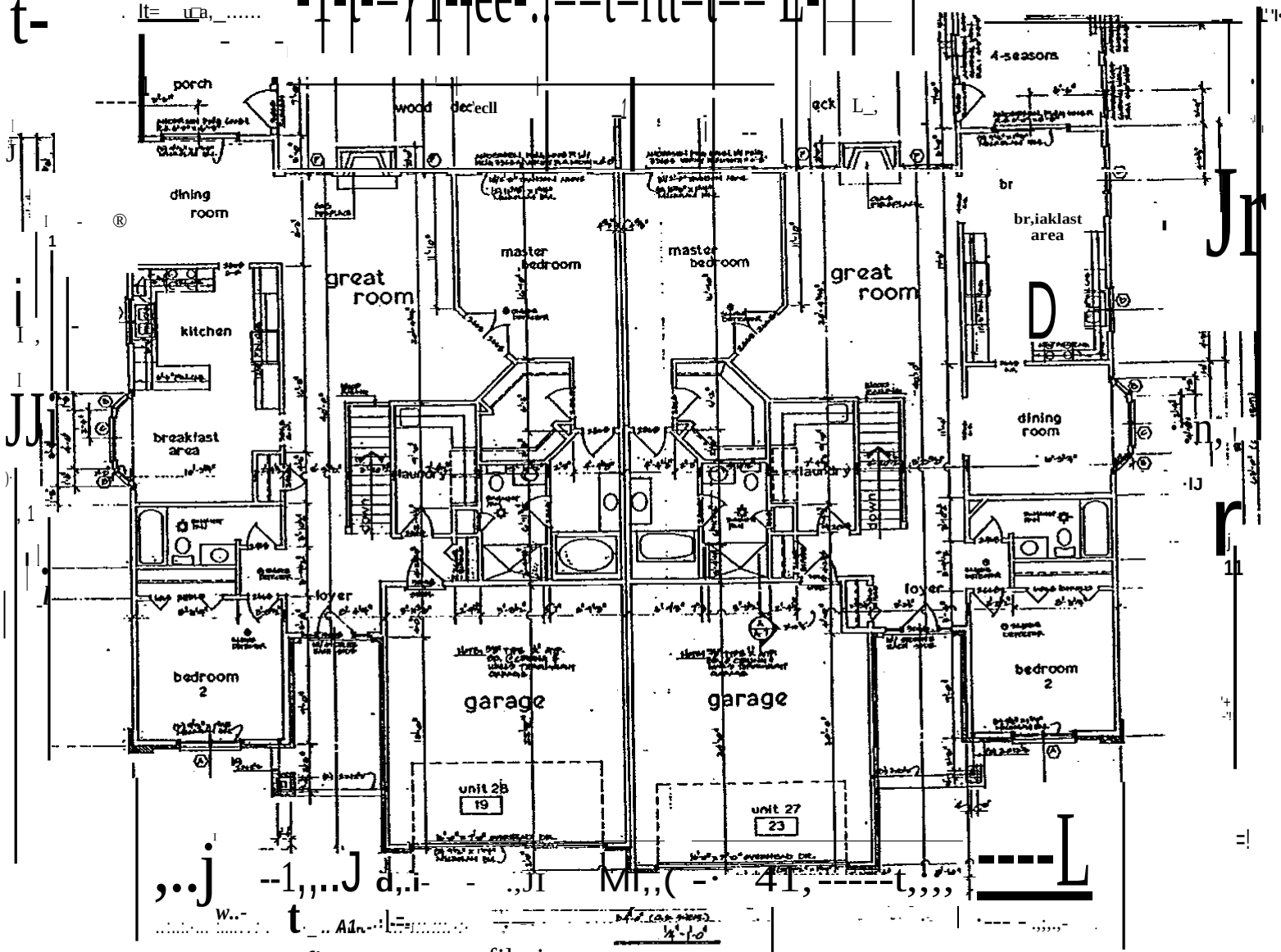
Indicates Audubon Place street address

BRUGGEMAN

Exhibit "C"
Building "X"
Rochester Hills
Iowa City, Iowa

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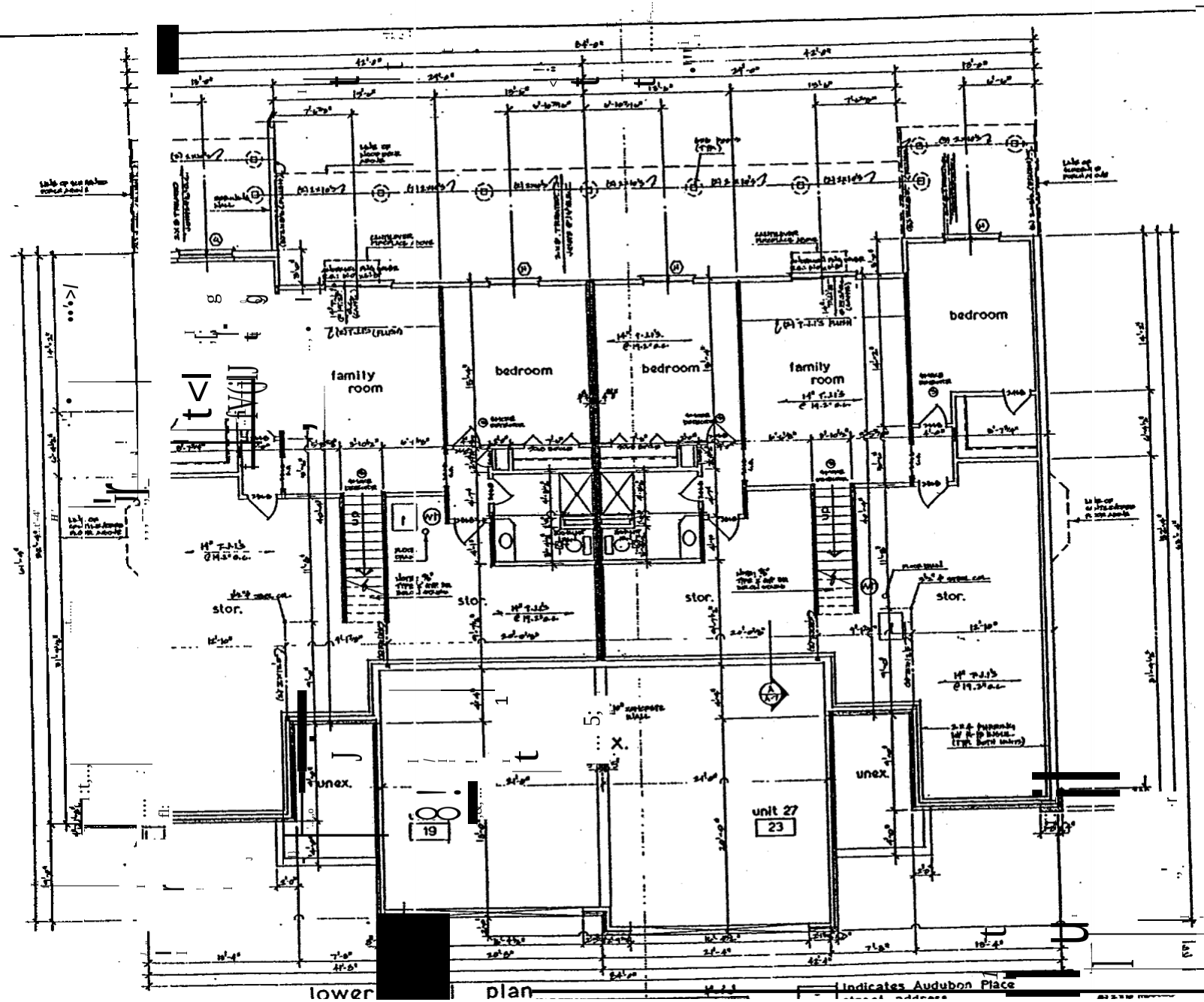
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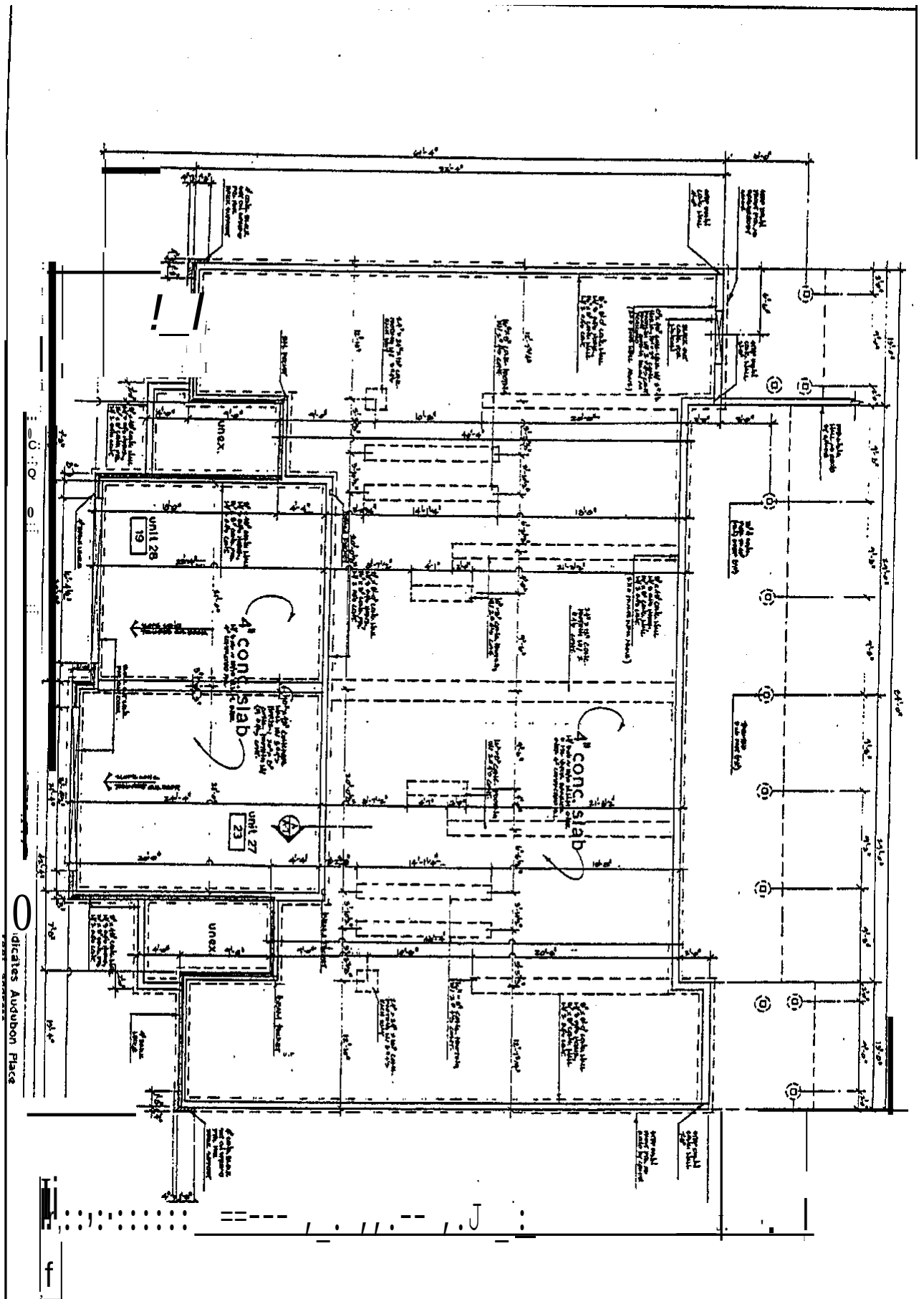
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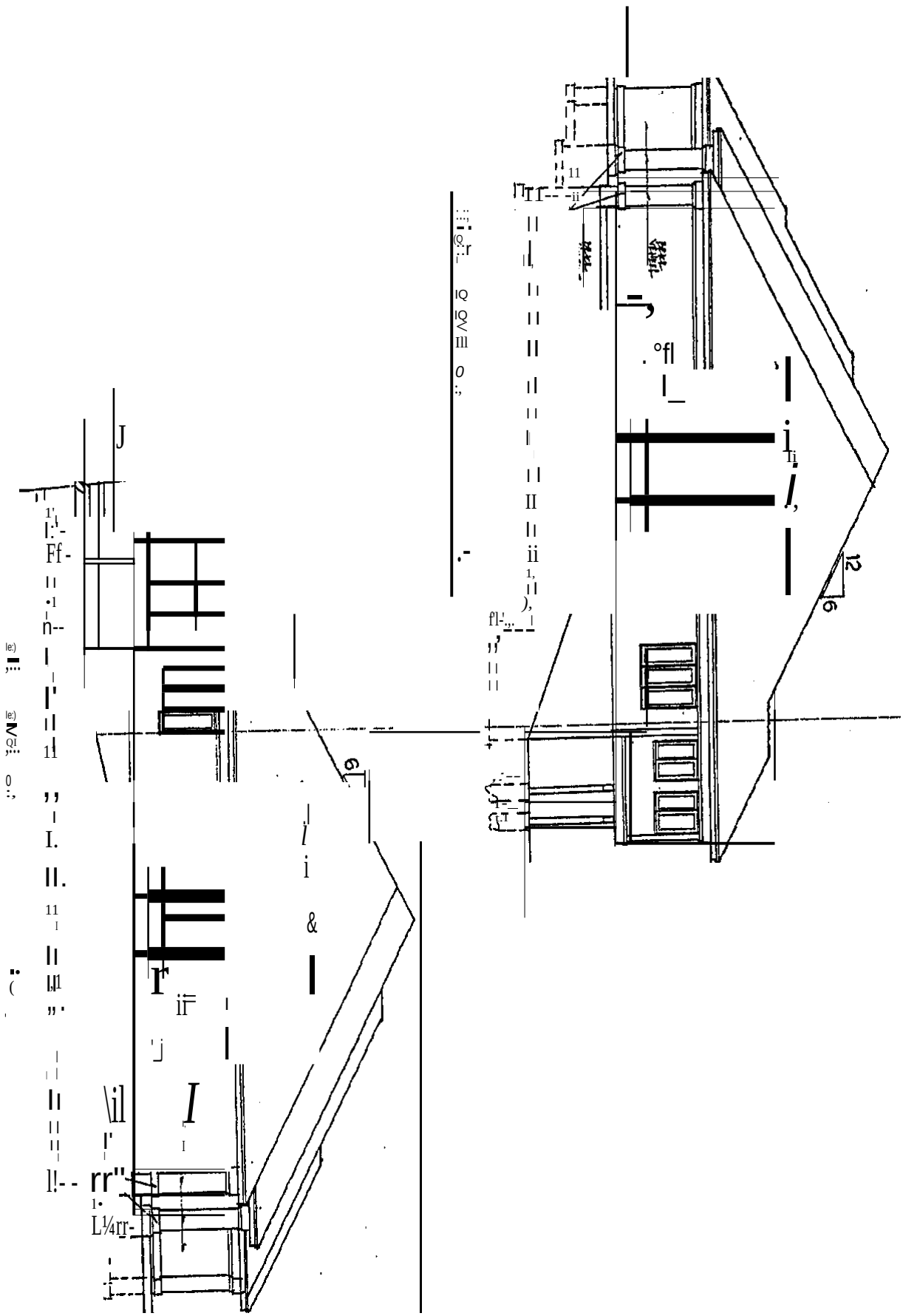
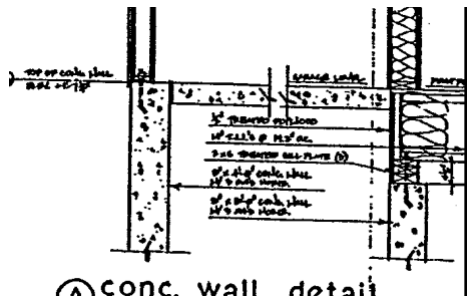


Exhibit 'C'
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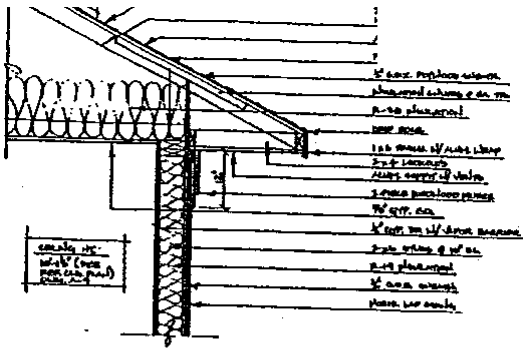
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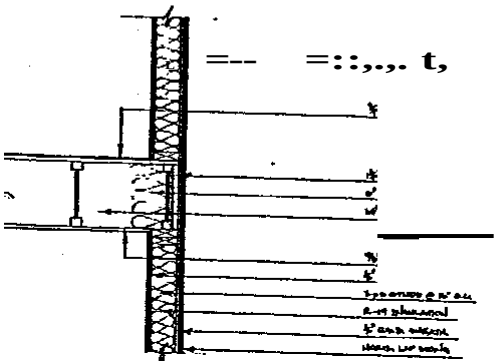
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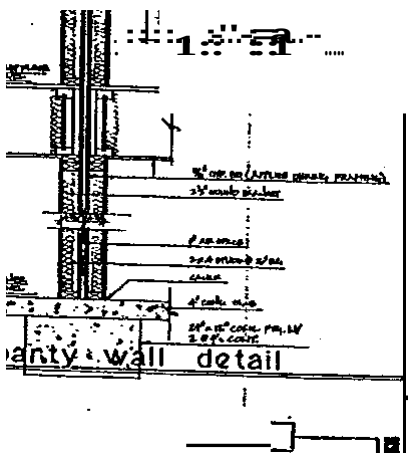
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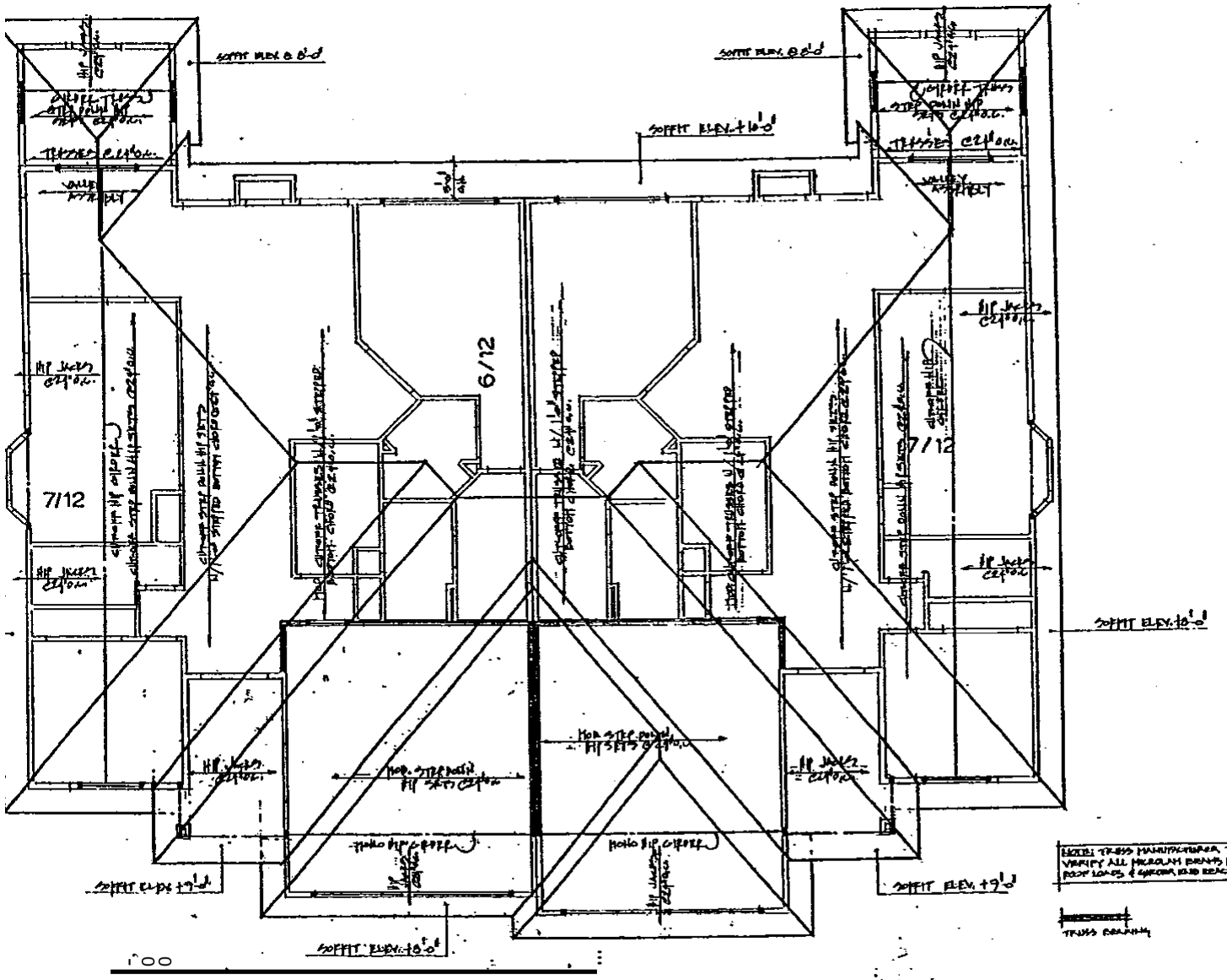
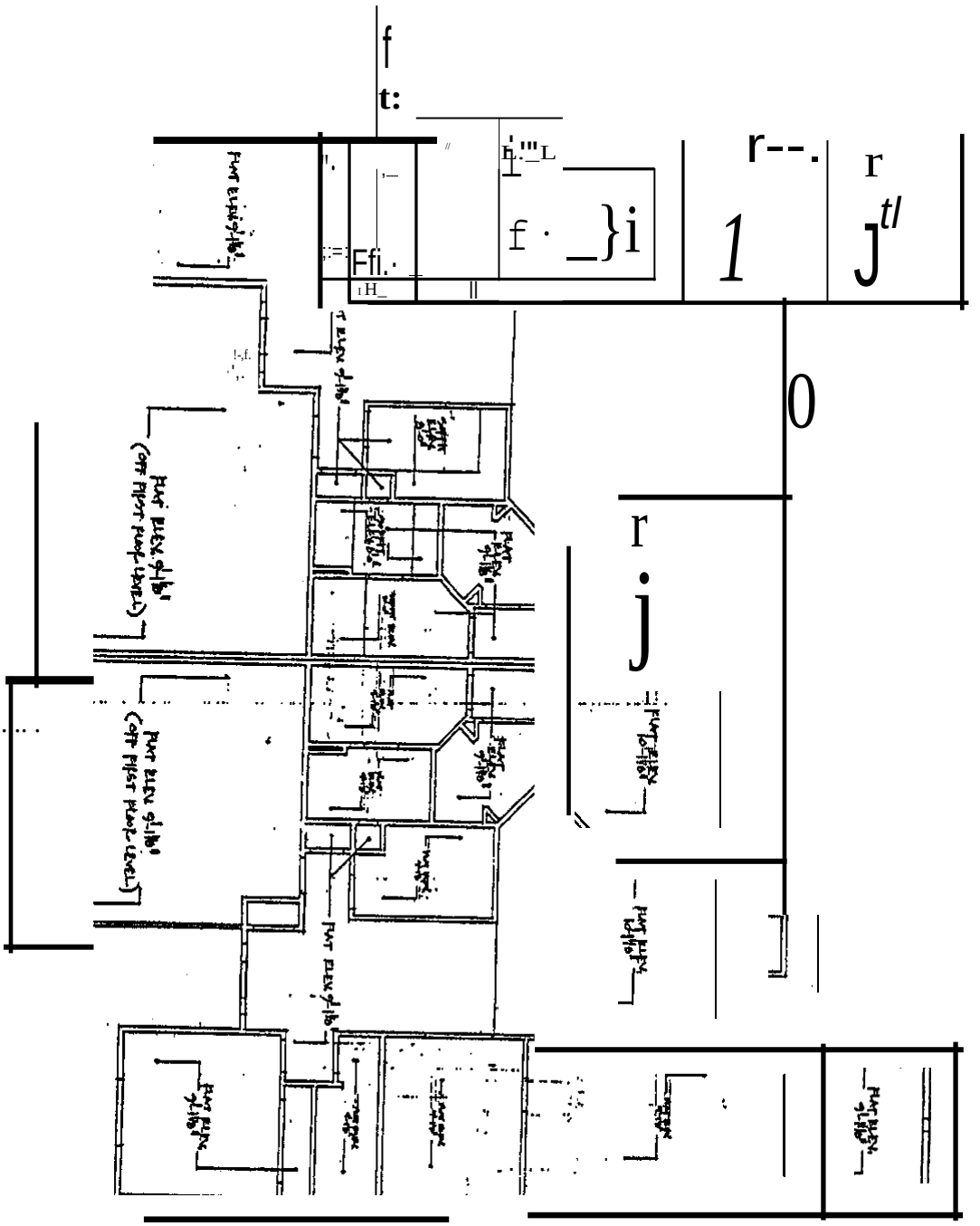


Exhibit 'C'
Bullet Inc.
Rod Hitt

A-8

Iowa City, **Iowa**



Iowa City, Iowa

STATE OF IOWA)
} ss: "AS IS" AFFIDAVIT
COUNTY OF JOHNSON)

I, Christopher M. Stephan, being first duly sworn on oath do depose and state that I am a Licensed Professional Engineer duly authorized and licensed to practice my profession in the State of Iowa.

That I. have examined the. building plans referred to in the Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills (recorded in Book 1501, Page 222, Johnson County Recorder) as Exhibit "C" (a copy of which building plans are attached hereto) and that I hereby certify that said plans diagrammatically represent insofar as reasonably possible, Building X, Unit 27 (23 Audubon Place), and the common elements that the Declarants have constructed on the real estate described in the Declaration, except for the following:

NONE

That I am affiliated with MMS Consultants, Inc., and that MMS Consultants, Inc. prepared the site plan locating Building X, Unit 27 (23 Audubon Place), Rochester Hills Condominium Regime. That as a Licensed Professional Engineer, I hereby certify that said site plan is sufficient to determine with reasonable certainty the location of Building X, Unit 27 (23 Audubon Place), as constructed and hereby certify that said building as actually constructed is located s indicated on said site plan.

istopher M. Stephan
a Reg. No. 7059
ennial license renewal
Iowa
My Biennial license renewal date is Dec. 31, 2002.

Subscribed to arid sworn before me this \Urt day of (.\prl. , 2002.

ary Public in and for th the State of Iowa.

JENNIFER L. VANG
Commission Number 712198
My Commi Expires
August 2-4, 2004

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7998-2

COPY

Preparer Information: Chad T. Warren, 920 S. Dubuque Street, P.O.Box 2000, Iowa City, lowa52240 (319)351-8181

SUPPLEMENTAL INFORMATION RELATED TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR ROCHESTER HILLS

James Clifton, President of Rochester Hills Owners Association, submits the following supplemental information related to the Declaration of Submission Property to Horizontal Property Regime for Rochester Hills_which was recorded February 10, 1993, in Book 1501, page 222, Records of Johnson County, Iowa; as amended by an Amendment to Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills which was recorded October 15, 1996, in Book 2170, page 287; as amended by Amendments to Declaration, which were recorded April 13, 2000, in Book 2933, page 121; and as further amended by Amendments to Declaration and Bylaws recorded October 31, 2000, in Book 3015, page 441; and as supplemented by Supplemental Information recorded on April 18, 2003, in Book 3525, page 605, as follows:

1. The existing Exhibit "B", which is a site plan of Rochester Hills, is supplemented by the attached Site Plan-Exhibit"B".

2. The existing Exhibit "C" representing the building plans of the existing units of Rochester Hills is supplemented by the attached Exhibit "C", which represents Units 27 and 28 of Rochester Hills.

3. The existing Exhibit "F", which constitutes an Engineer's Certificate for Rochester Hills, is supplemented by the attached "As Is" Affidavit.

Signed on September t/, 2003.

ROCHESTER HILLS OWNERS ASSOCIATION

By James Clifton
James Clifton, President

STATE OF IOWA, JOHNSON COUNTY, ss.

On September .3/;2003, James Clifton appeared personally before the undersigned Notary Public and, being duly sworn, stated that he is the President of the corporation which executed the preceding document, the corporation has no seal, and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officer acknowledged the voluntary execution of the document by him and by the corporation.

0 -//.

CHARLESR.COULTER

Apll 7,2005

C!Z_I(;I{,,U,J \f....._
Notary Public in and for the State of Iowa

07998\02\Supplemental Information to Declaration 27-28

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

"AS IS" AFFIDAVIT

I, Christopher M. Stephan, being first duly sworn on oath do depose and state that I am a licensed Professional Engineer duly authorized and licensed to practice my profession in the State oflowa.

That I have examined the building plans referred to in the Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills (recorded in Book 1501, Page 222, Johnson County Recorder) as Exhibit "C" (a copy of which Building Plans are attached hereto) and that I hereby certify that the said Building Plans diagrammatically represent, insofar as is reasonably possible, Building X, Unit 28 (19 Audubon Place), and the common elements that the Declarants have constructed on the real estate described in the Declaration, except for the following:

1. Sheet A-2, First Floor Plan:

   a. The "breakfast area", "kitchen", and "dining room" of Unit 28 are configured similarly and are a mirror image of the "breakfast area", "kitchen", and "dining room" in Unit 27.

   b. A coat closet has been provided in the Unit 28 "foyer" similar to that provided.in the "foyer" of Unit 27. This coat closet measures 4'-3" x 2'-2" (measured in the "garage") and has a single 36" wide bi-fold door.

   c. An attic access is provided in the "garage". It is located in the center front of the "garage" near the interior wall.

   d. The walk-in closet door in the "master bedroom" is hinged opposite from what is shown on the Building Plans. The triangular shaped box-outs were not provided in this closet. Shelving is provided on all walls of this closet.

   e. There is a 2' -0" wide angled wall in the bathroom adjacent to "bedroom 2". This bathroom is mirror image of the bathroom configuration shown for Unit 27.

2: Sheet A-'3, Lower Level Plan:

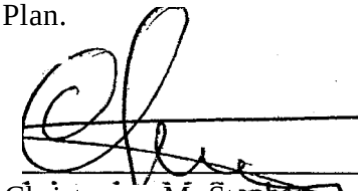
   a. The water heater and furnace in Unit 28 are moved to locations similar to their locations shown in Unit 27.

   b. The lower level of Unit 28 is unfinished. The dark shaded walls depicted on the Building Plans are studs only. The walls on each side of the stairs are finished.

   c. A concrete patio slab has been provided in the area between the back building wall and the concrete support columns for the wood deck. The concrete patio slab extends the entire 29' length of the wood deck.

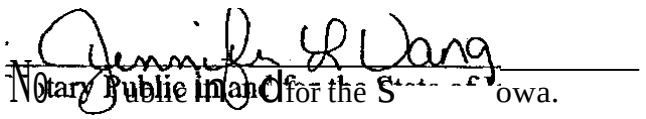
Exhibit F
Page

That I am affiliated with MMS Consultants, Inc., and that MMS Consultants, Inc. prepared the Site Plan - Exhibit "B" locating Building "X", Unit 28 (19 Audubon Place), Rochester Hills. . That as a licensed Professional Engineer, I hereby certify that said Site Plan is sufficient to determine with reasonable certainty the location of Building "X", Unit 28 (19 Audubon Place), as constructed, and hereby certify that said Building, as constructed, is located as indicated on said Site · Plan.



Christo M. Stephan
Iowa License Number 7059
My biennial license renewal date is December 31, 2004.

Subscribed and sworn to before me this cia day of ·. Gpr', I , 2003.



Notary Public in and for the State of Iowa.

JENNIFER L. VANG
Commission Number 712198
My Commission Expires
August 24, 2004

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Exhibit F
Page 2

STATE OF IOWA • .)
) ss:
COUNTY OF JOHNSON)

"AS IS" AFFIDAVIT

I, ChristopherM. Stephan, being first duly sworn on oath.do -depose and state that I_am a Licensed Professional Engineer duly authorized and licensed to practice my profession in the State of Iowa.

That I have examined the building plans referred to in the Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills (recorded· in Book 1501,· Page 222, Johnson County Recorder) as Exhibit "C" (a copy of which building plans are attached . hereto) and that I hereby certify that said plans diagrammatically repres·ent insofar as reasonably possible, Building X, Unit 27 (23 Audubon Place), and-the common elements that the Declarants have constructed on the real estate described in the Declaration, except for the following:

NONE

That I am affiliated with MMS Consultants, Inc;, and that MMS Consultants, Inc. prepared the site plan locating Building X, Unit 27 (23 Audubon Place), Rochester Hills Condomiriium Regime. That as a Licensed Professional Engineer, I hereby certify that said site plan is sufficient to determine with reasonable certainty the location of Building X, Unit 27 (23 Audubon Place), as constructed and hereby certify that said building .as actually constructed is located S indicated on said site plan.

Christopher M. Stephan
Iowa Reg. /No. 7059

My Biennial license renewal date is Dec. 31, 200.2.

Subscribed to arid sworn before me this \loth -day of Ap,;\ , 2002.

Notary Public in and theState of Iowa.

JENNIFER L. MHG
Commission Number 712198
My Commlss!M Expires
Au 24,2004

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Exhibit _ . f -
Page__ 3 _

Prepared by **CHARLES R. COULTER**• Suite 400 • 301 Iowa Avenue• Muscatine• IA 52761 • 563.264.5000

AMENDMENTS TO CONDOMINIUM DECLARATION

The undersigned certifies as follows:

1. I am the President of Rochester Hills Owners Association.

2. A meeting of the members of Rochester Hills Owners Association was held on September 25, 2003, after due, legal, and timely notice of the time, place, and purpose of the meeting was provided to all members in accordance with the By-laws of the Association.

3. A quorum of 29 owners was present in person or by proxy.

4. On a motion duly made and seconded, the amendments to Article X of the Condominium Declaration for Rochester Hills set out on the attachment to this document, which is incorporated by reference, were adopted by a vote of 29 owners in favor and no owners opposed, for more than the two-thirds majority required to amend the Condominium Declaration.

ROCHESTER HILLS OWNERS ASSOCIATION

By_____

Geraldene Felton, President

STATE OF IOWA, JOHNSON COUNTY, ss.

On October_, 2003, Geraldene Felton appeared personally before the undersigned Notary Public and, being duly sworn, stated that she is the President of the corporation which executed the preceding document, the corporation has no seal, and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officer acknowledged the voluntary execution of the document by her and by the corporation.

_____

Notary Public in and for the State oflowa

AMENDMENTS TO DECLARATION

The Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills recorded in Book 1501 of Miscellaneous Records, page 222, in the Johnson County, Iowa, Recorder's office (the "Declaration"), previously amended, is further amended as follows:

Article X of the Declaration is deleted, and the following is substituted therefor:

ARTICLE X. INSURANCE.

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

B. Fire and other hazard insurance shall be purchased by the Board of Directors as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominium association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as may be required by the respective mortgages. 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 be written on a guaranteed replacement cost coverage basis. If reasonably available, the policy or policies shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association and Declarants, so long as Declarants are the owners of any of the units in this project. The Declarants shall notify the insurance carrier of any change in ownership of a unit until the annual members' meeting of the Owners Association when the Declarants shall no longer own 60% of the units OR until the annual members' meeting held in 1998, whichever first occurs, at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

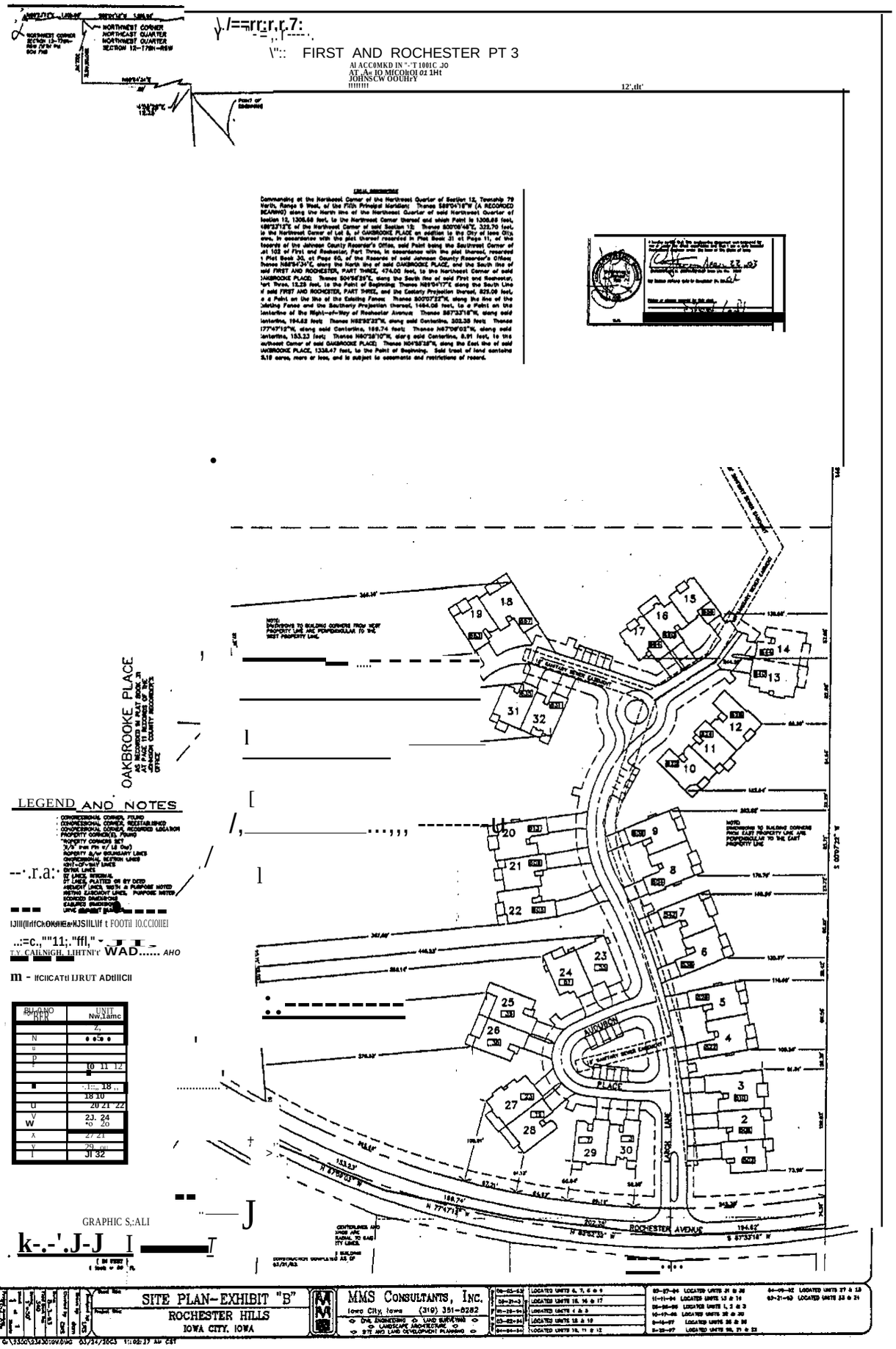
C. The comprehensive general liability and property damage insurance, including but not limited to the fire and other hazard insurance purchased on behalf of the Association shall cover the Association's liability for bodily injury and property damage and shall further cover damage to both the Common Elements and the Limited Common Elements and the condominium buildings, all on a guaranteed replacement cost coverage basis. This insurance shall cover all fixtures, improvements, and alterations that are a part of the building or structure, including carpeting, floor covering, light fixtures, cabinets, and appliances such as those used for refrigeration, ventilating, heating, air conditioning, cooking, dishwashing, laundering, security, and sound systems. The insurance purchased on behalf of the Association shall not cover the furniture, furnishings, and personal property of the unit owners.

Any unit owner may carry such personal property, fire, and other hazard insurance and personal liability insurance as he or she may desire. Such insuranceshall be limited to the type and nature of coverage often referred to as "Condominium Unit Owner's Insurance." All such insurance separately carried shall contain a waiver of subrogation rights by the insurer as to negligent owners.

D. In the event of a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the By-laws of Rochester Hills Owners Association, shall be used for such purpose, subject to the rights of first mortgagees whose interest may be protected by said policies. In the event of a determination not to replace or restore the improvements on the condominium property, the entire condominium property shall be deemed owned in common by the unit owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code of Iowa as now provided or hereinafter amended and in effect at such time. In the event any excess insurance proceeds are remaining, the Board shall retain such sums in the general funds of the Association. Not withstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of first mortgagees.

E. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall contain the same number of units and garages, and be substantially in accordance with the plans and specifications of original construction, as available from the Exhibits hereto attached and plans on file with the Office of the County Recorder, Johnson County, Iowa, and the fractional interest and other appurtenances to each unit after such repair, rebuilding, restoration or reconstruction shall be the same as before. (Amended 09.25.03)

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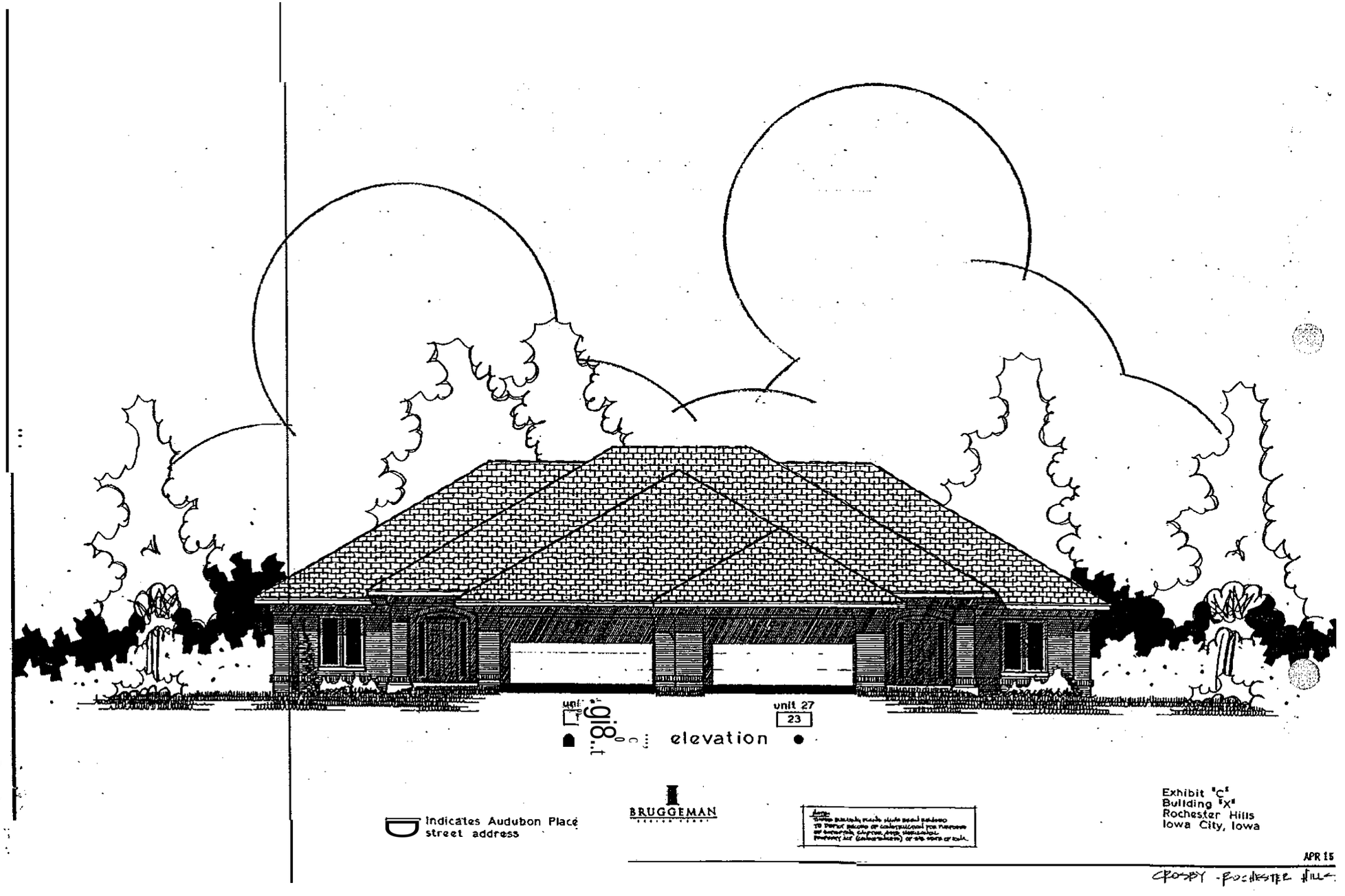


SITE PLAN-EXHIBIT "B"
ROCHESTER HILLS
IOWA CITY, IOWA

MMS CONSULTANTS, INC.
Iowa City, Iowa (319) 351-8282

Exhibit_____
Page_____

Exhibit C
Page



unit 27
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elevation

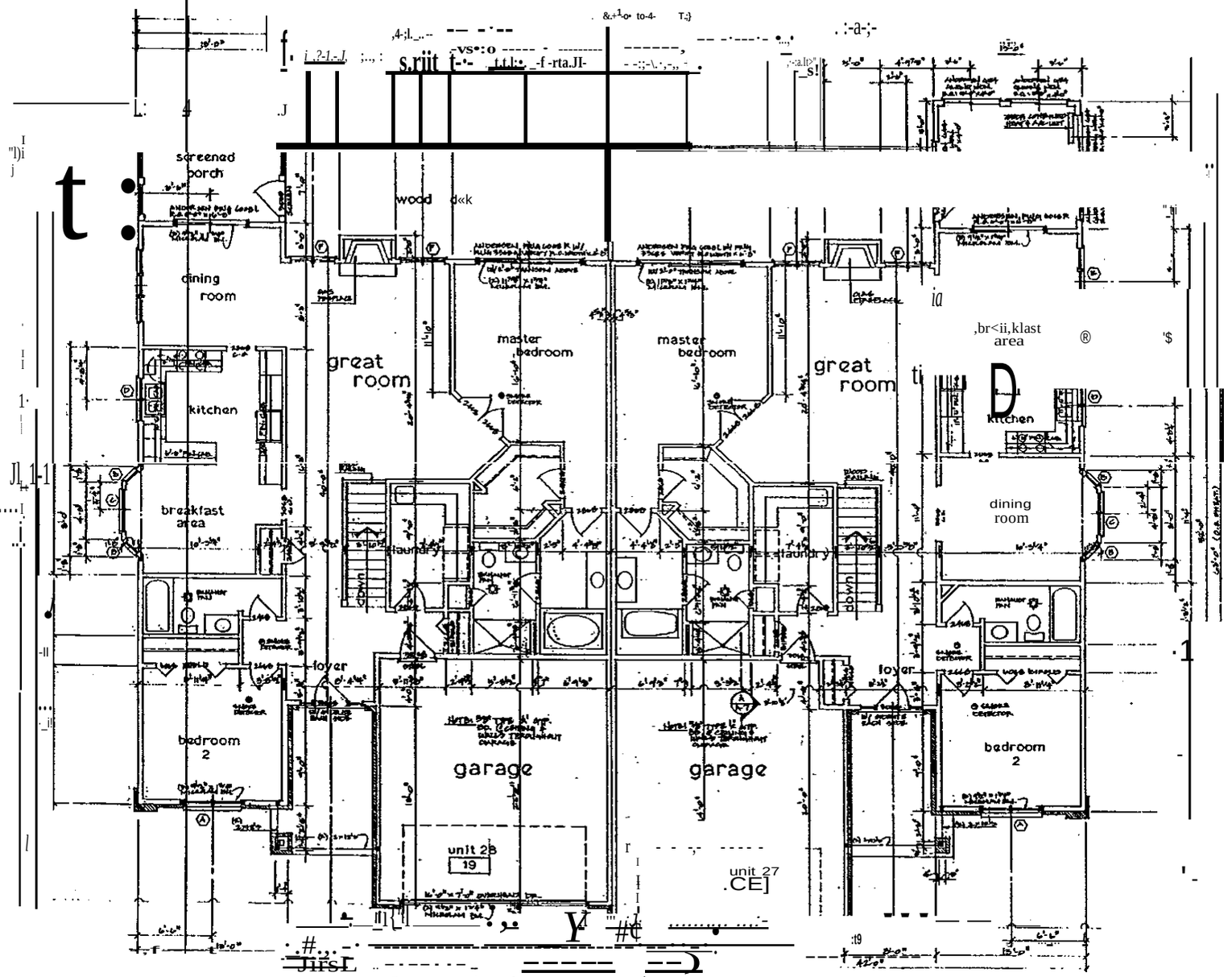
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Exhibit "C"
Building "X"
Rochester Hills
Iowa City, Iowa

APR 15

CROSBY - ROCHESTER HILLS


screened porch
wood deck
dining room
great room
master bedroom
master bedroom
great room
kitchen
breakfast area
laundry
laundry
foyer
foyer
bedroom 2
garage
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unit 28
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unit 27
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dining room
bedroom 2
area

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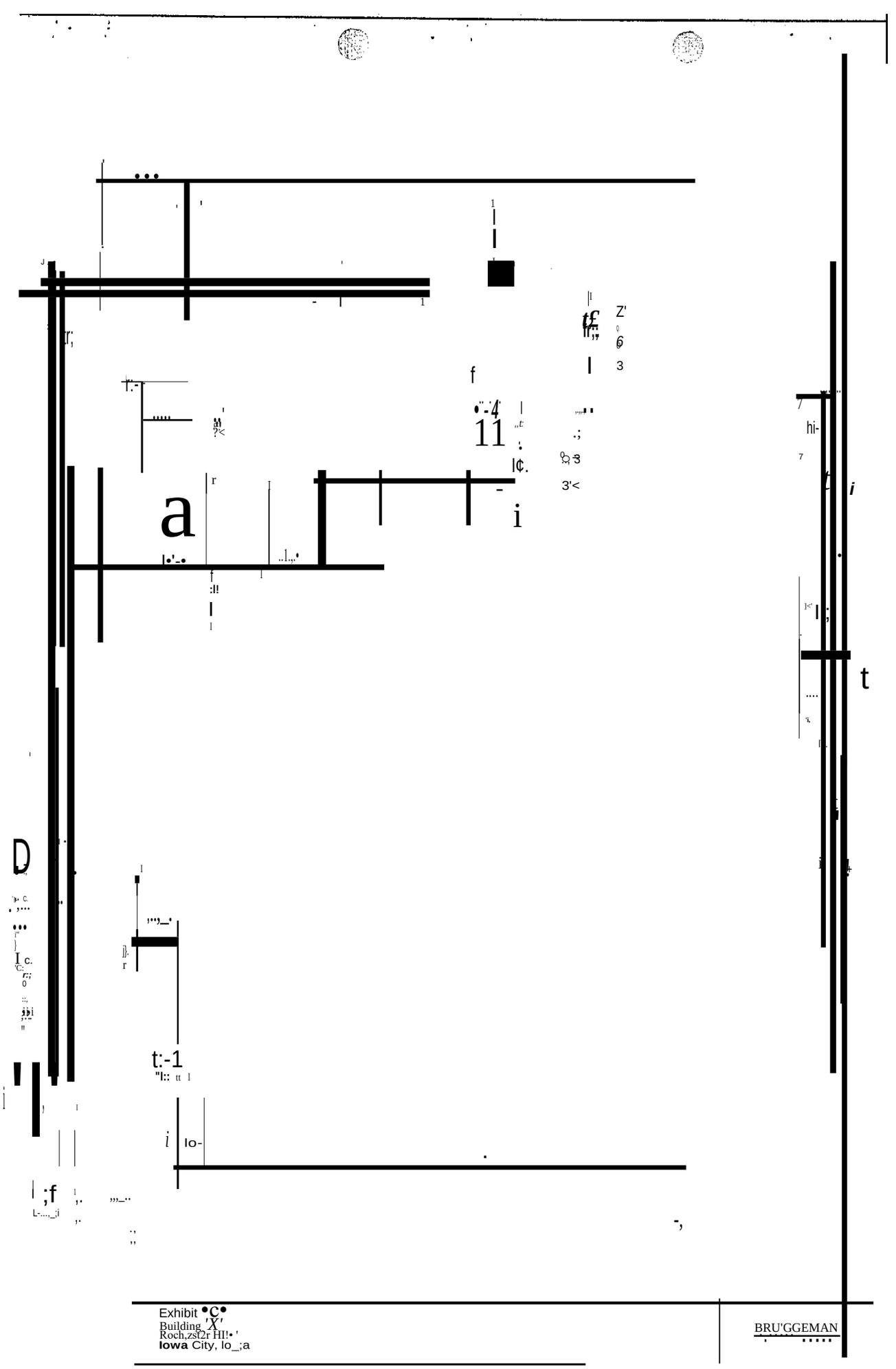


Exhibit •C•
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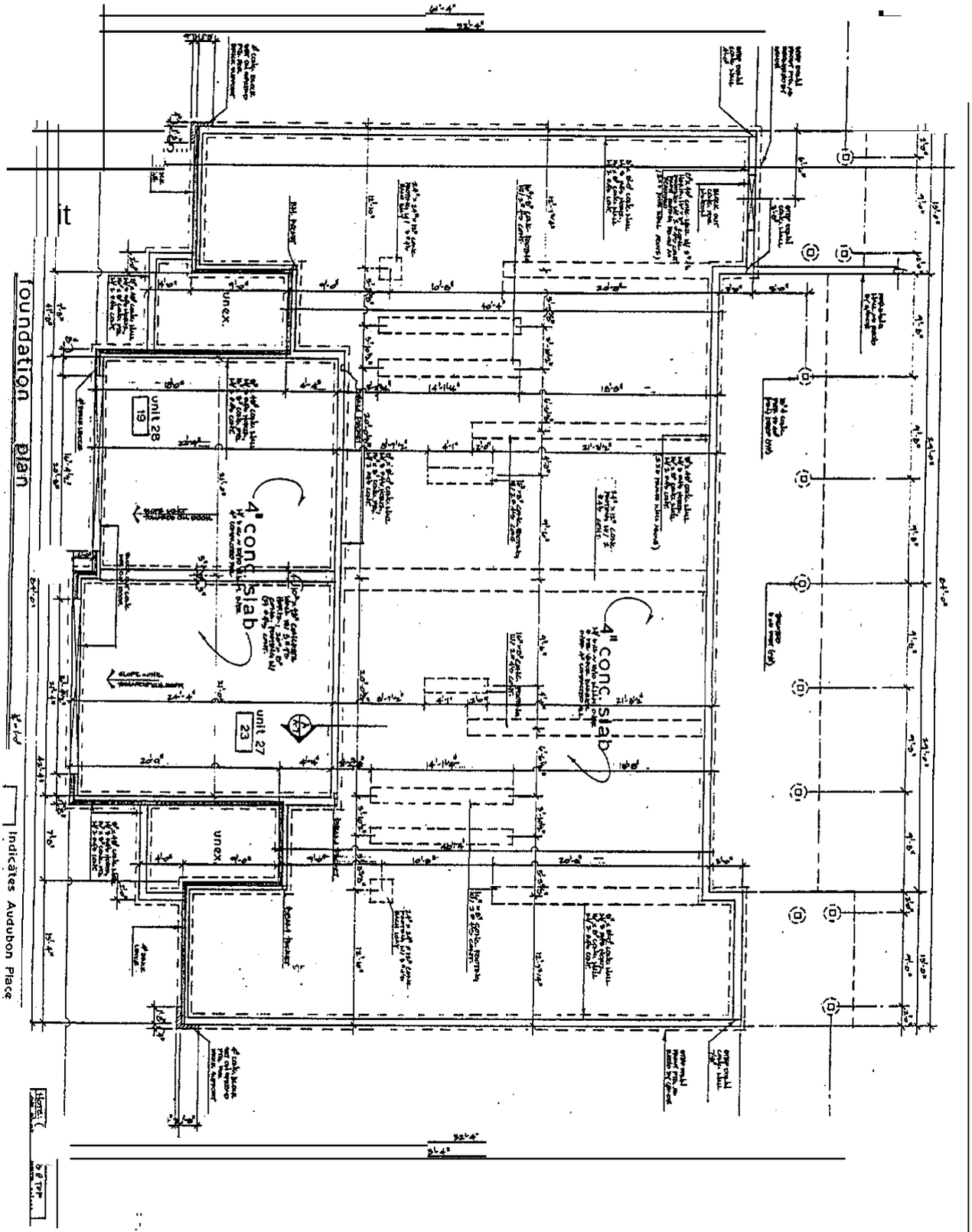
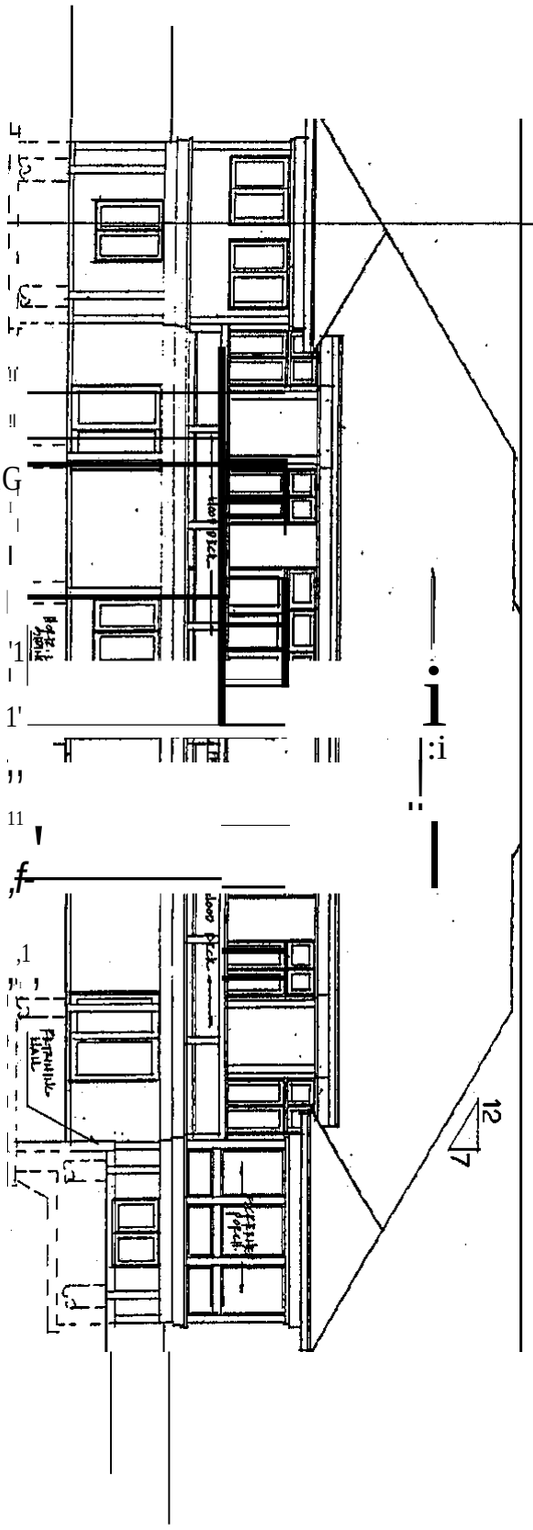


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Iowa City, **Iowa**

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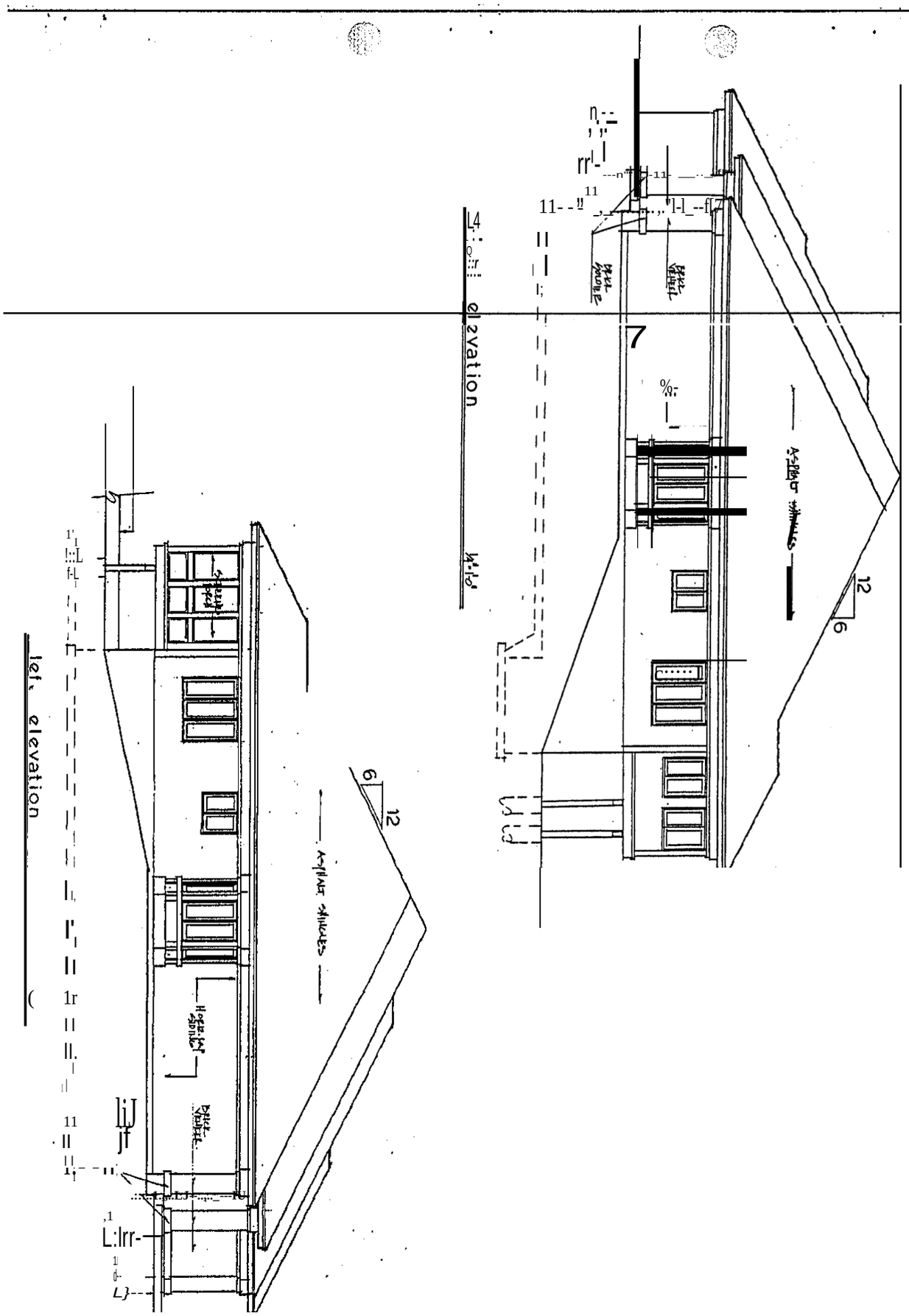
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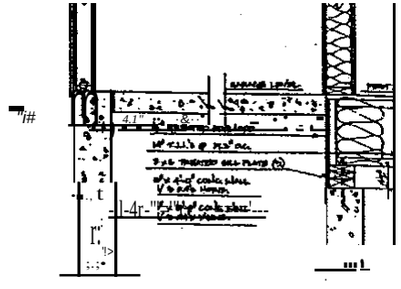
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ExhTblt 1C1
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Jowa City, **Iowa**

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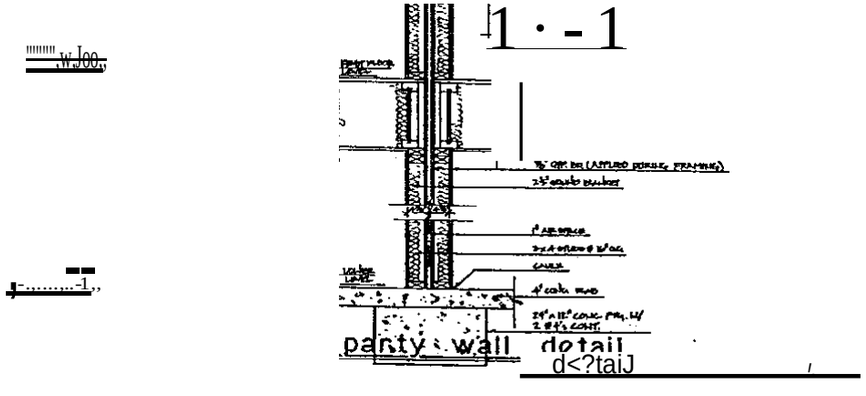
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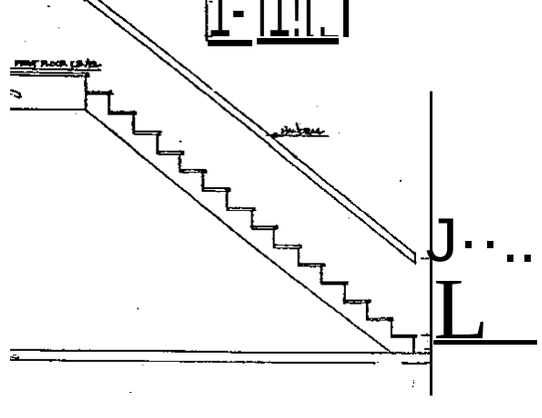


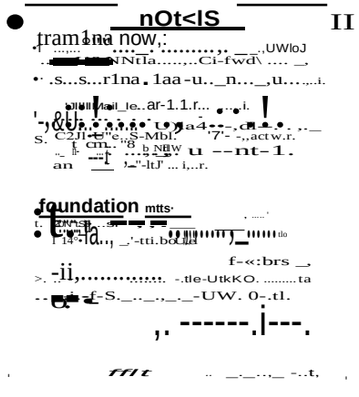
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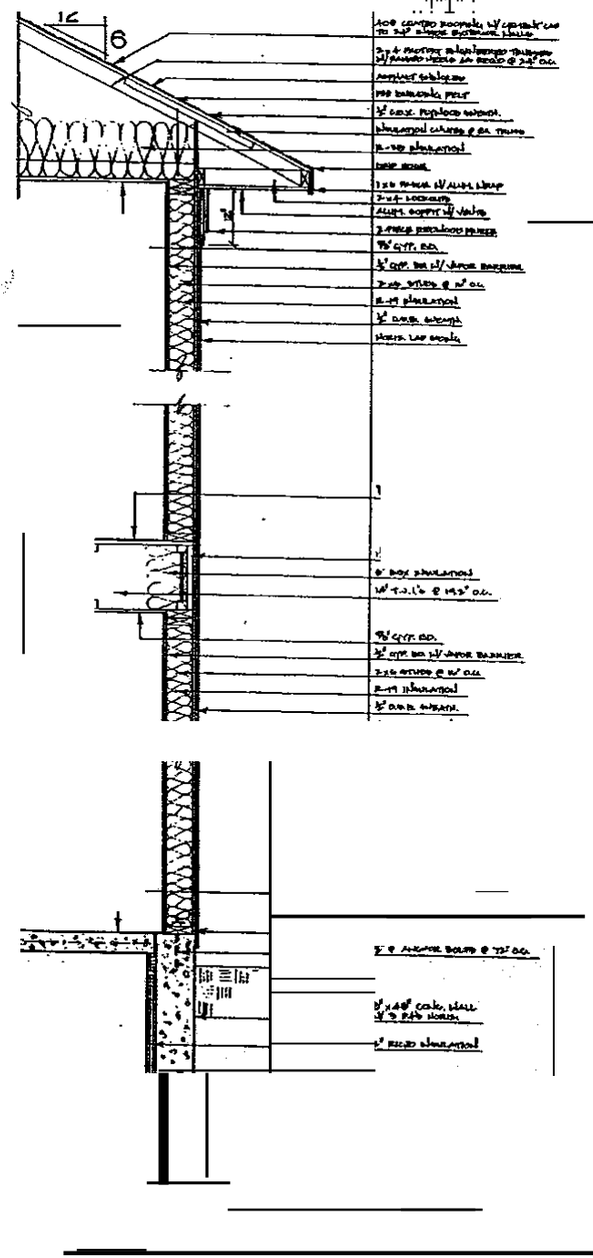
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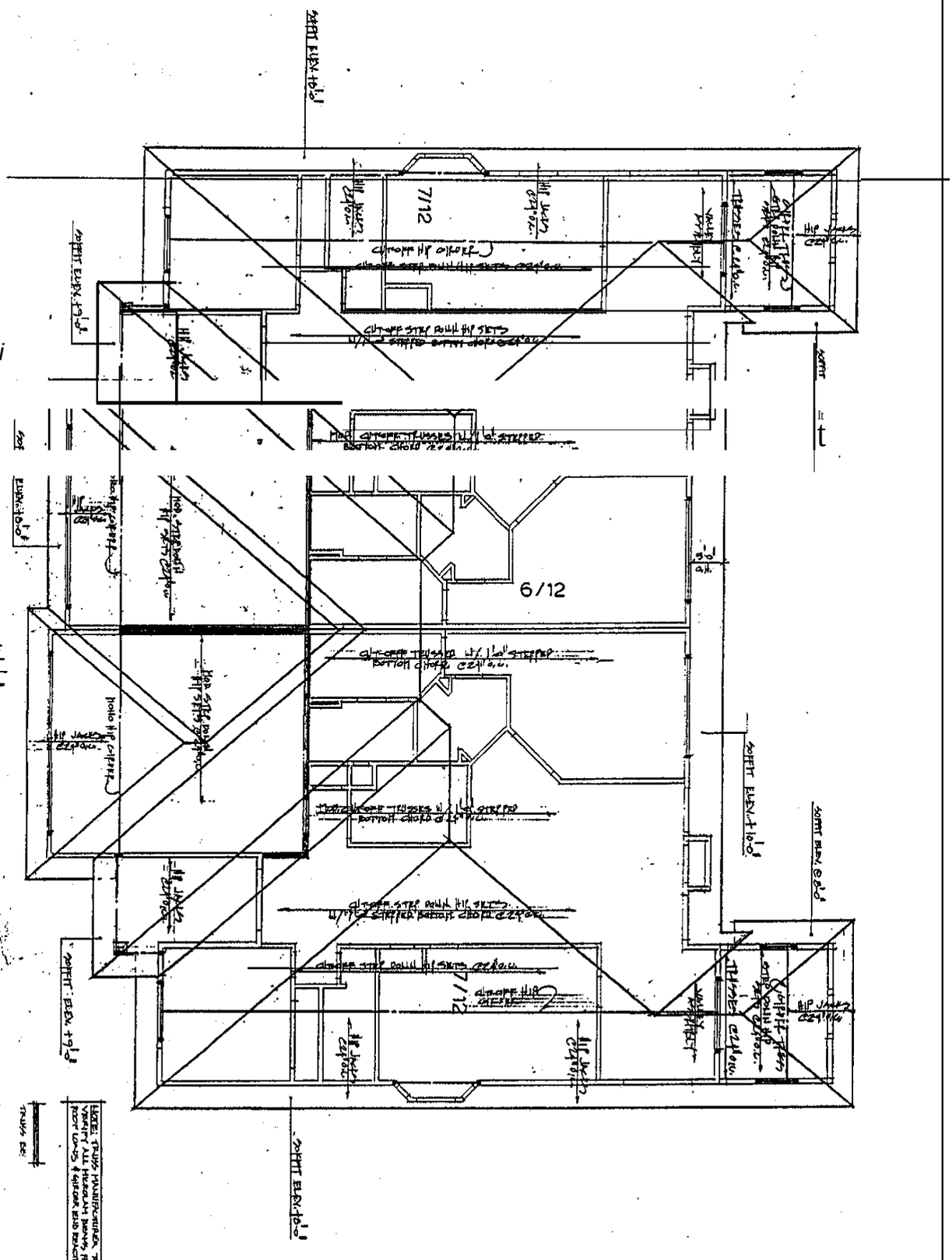


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Exhibit C

Page .g.....

Cash

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Fee Amt: $14.00 Page 1 of 2
Johnson County Iowa
Kim Painter County Recorder
BK 4673 PG 749-750

Prepared by and return to: David Roman, 519 Kirkwood Ave, Iowa City, IA 52240

AMENDMENT OF CONDOMINIUM DECLARATION

The Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills recorded in Book 1501 of Miscellaneous Records, page 222, in the Johnson County, Iowa, Recorder's Office (the "Declaration"), is amended as follows:

1. The second sentence of Section C of Article X of the Declaration is deleted, and the following sentence is substituted in its place:

"This insurance shall cover all fixtures, improvements, and alterations that are a part of the building or structure, but shall not cover property contained within a single unit, such as carpeting, floor covering, light fixtures, cabinets and appliances such as those used for refrigeration, ventilating, heating, air conditioning, cooking, dishwashing, laundering, security and sound systems."

2. In Article II, Section 3 of the Declaration, the "fourth Thursday of September" is amended to read "the third Thursday of October."

Executed on the 25th day of October, 2010.

ROCHESTER HILLS OWNERS ASSOCIATION

By Mark E. Schantz

Mark Schantz, Past President

By Mark B. Abbott

Mark B. Abbott, President

AMENDMENT OF CONDOMINIMUM DECLARATION

The undersigned certifies as follows:

1. We are the past President and current President respectively of Rochester Hills Owners Association.
2. A special meeting of the members of Rochester Hills Owners Association was held on September 25, 2008, after due, legal, and timely notice of the time, place, and purpose of the special meeting was provided to all members in accordance with the By-laws of the Association.
3. A quorum of 30 owners was present in person or by proxy.
4. On a motion duly made and seconded, the amendments to the Declaration for Rochester Hills set out on the attachment to this document, which is incorporated by reference, were adopted by a vote of 30 owners in favor and 0 owners opposed, for the two-thirds majority required to amend the Declaration.

ROCHESTER HILLS OWNERS ASSOCIATION

By _____

Mark Schantz, Past President

By _____

Mark B. Abbott, President

STATE OF IOWA, JOHNSON COUNTY. SS

On the 25 day of October, 2010, Mark Schantz and Mark B. Abbott appeared personally before the undersigned Notary Public and, being duly sworn, stated that they are the Past President and current President of the Association respectively which executed the preceding document, the corporation has no seal, and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officers acknowledged the voluntary execution of the document by them and by the corporation.

_____

Notary Public in and for the State of Iowa

NOTARIAL SEAL IOWA
NICOLE PARSONS
Commission Number 761100
My Commission Expires
December 10, 2012

Prepared by
Return to: Jeff Vanatter, 519 Kirkwood Ave, Iowa City, Ia. 52246

Amendment to Article III. Board of Directors. Bylaws of Rochester Hills Owners Association (page 3).

The undersigned certifies as follows:

1. We are the past President and current President respectively of Rochester Hills Owners Association.
2. An Annual Meeting of the members of Rochester Hills Owners Association was held on October 29, 2015, after due, legal and timely notice of the time, place, and purpose of the meeting was provided to all members in accordance with the By-laws of the Association.
3. A quorum of 29 owners (of 32) was present in person or by proxy.
4. On a motion duly made and seconded (Kotick, LaBrecque), the amendment to the Declaration for Rochester Hills set out in the following paragraphs, which is incorporated by reference, were adopted by a vote of 22 owners in favor and 3 opposed - thus giving the two-thirds majority required to amend the Declaration.

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Doc ID: 026182210002 Type: GEN
Kind: AMENDMENT
Recorded: 12/23/2015 at 09:30:39 AM
Fee Amt: $12.00 Pa • 1 of 2
Johnson county Iowa
Kim Painter county Recorder
BK5457 PG485-486

ROCHESTER HILLS OWNERS ASSOCIATION

By: =-:-:-:: P------::,"IL ----:------,---,1-A
John P N Rosazza, Past President

By: d-vr rtuJ.:vu{J
Derek Willard, President

STATE OF IOWA, JOHNSON COUNTY. SS

On the .1..Lday of .!)..a. l'.!.<eM.! 2015, John Rosazza and Derek Willard appeared personally before the undersigned Notary Public and, being duly sworn, stated that they are the Past President and current President of the Association respectively which executed the preceding document, the corporation has no seal, and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officers acknowledged the voluntary execution of the document by them and by the corporation.

ALYSE ROSE RILEY-POMA
Commission Number 779099
My Commis ior: Exp!r:;s
Jun.a 26, ,:nG

Notary Public in and for the State of Iowa

The present Board of Directors composition includes five members described under Article Ill. Board of Directors Bylaws of Rochester Hills Owners Association (page 3).

The amendment adds one more member to the Board of Directors, a position to be filled by the retiring president of the board if he/she is willing to serve. This would provide the new Board the benefit of her/his experience. The amendments would also adjust Article Ill to describe current composition and operation of the Board of Directors as it has evolved the past 22 years.

The new Sections of Article Ill are as follows:

Section 1. The business and affairs of the owners association shall be managed by its Board of Directors. The Board shall be composed of six members: president, vice-president, secretary, treasurer, member at large and past president.

Section 2. The Board of Directors of the owners association shall be elected at the regular annual meeting from among the members by a vote of the members present and by proxy. Directors shall be elected for a three-year term unless they are filling an unexpired term. Directors may be removed and replaced by a majority vote of the members. A majority vote of the board is determinative.

Section 3. The Board of Directors shall select from among themselves a President who shall be the Chief Executive Officer and who shall preside at all meetings of the members and of the Board of Directors.

Section 4. The Board of Directors shall select from among themselves a Vice President who shall preside in the absence or disability of the President, and who shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President.

Section 5. The Board of Directors shall select from among themselves a secretary and treasurer. The secretary shall keep the minutes of all proceedings and resolutions of the meetings of members and meetings of the Board of Directors and shall have custody of the current (two years) minutes. Historic records shall be retained and stored by the management company and also held digitally. The treasurer shall oversee the income and disbursements of the funds of the Association. The treasurer or president shall sign all checks issued by the Association.

The retiring past president, if willing shall serve for one year on the Board of Directors following completion of service as president of the Board of Directors.

Sections 6, 7, 8 and 9. Toremain as written

Prepared by
Return to: Jeff Vanecko, 519 Kirkwood Ave, Iowa City, Ia. 52246

Amendment to Article III. Board of Directors. Bylaws of Rochester Hills Owners Association (page 3).

The undersigned certifies as follows:

1. We are the past President and current President respectively of Rochester Hills Owners Association.
2. An Annual Meeting of the members of Rochester Hills Owners Association was held on October 29, 2015, after due, legal and timely notice of the time, place, and purpose of the meeting was provided to all members in accordance with the By-laws of the Association.
3. A quorum of 29 owners (of 32) was present in person or by proxy.
4. On a motion duly made and seconded (Kotick, LaBrecque), the amendment to the Declaration for Rochester Hills set out in the following paragraphs, which is incorporated by reference, were adopted by a vote of 22 owners in favor and 3 opposed – thus giving the two-thirds majority required to amend the Declaration.

CK# 21562

Doc ID: 026182210002 Type: GEN
Kind: AMENDMENT
Recorded: 12/23/2015 at 09:30:39 AM
Fee Amt: $12.00 Page 1 of 2
Johnson County Iowa
Kim Painter County Recorder
BK 5457 PG 485-486

ROCHESTER HILLS OWNERS ASSOCIATION

By: John P N Rosazza
John P N Rosazza, Past President

By: Derek Willard
Derek Willard, President

STATE OF IOWA, JOHNSON COUNTY. SS

On the 31st day of December 2015, John Rosazza and Derek Willard appeared personally before the undersigned Notary Public and, being duly sworn, stated that they are the Past President and current President of the Association respectively which executed the preceding document, the corporation has no seal, and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officers acknowledged the voluntary execution of the document by them and by the corporation.

NOTARIAL SEAL IOWA
ALYSE ROSE RILEY-POMA
Commission Number 779099
My Commission Expires
June 26, 2016

Alyse Rose Riley-Poma
Notary Public in and for the State of Iowa

The present Board of Directors composition includes five members described under Article III. Board of Directors Bylaws of Rochester Hills Owners Association (page 3).

The amendment adds one more member to the Board of Directors, a position to be filled by the retiring president of the board if he/she is willing to serve. This would provide the new Board the benefit of her/his experience. The amendments would also adjust Article III to describe current composition and operation of the Board of Directors as it has evolved the past 22 years.

The new Sections of Article III are as follows:

Section 1. The business and affairs of the owners association shall be managed by its Board of Directors. The Board shall be composed of six members: president, vice-president, secretary, treasurer, member at large and past president.

Section 2. The Board of Directors of the owners association shall be elected at the regular annual meeting from among the members by a vote of the members present and by proxy. Directors shall be elected for a three-year term unless they are filling an unexpired term. Directors may be removed and replaced by a majority vote of the members. A majority vote of the board is determinative.

Section 3. The Board of Directors shall select from among themselves a President who shall be the Chief Executive Officer and who shall preside at all meetings of the members and of the Board of Directors.

Section 4. The Board of Directors shall select from among themselves a Vice President who shall preside in the absence or disability of the President, and who shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President.

Section 5. The Board of Directors shall select from among themselves a secretary and treasurer. The secretary shall keep the minutes of all proceedings and resolutions of the meetings of members and meetings of the Board of Directors and shall have custody of the current (two years) minutes. Historic records shall be retained and stored by the management company and also held digitally. The treasurer shall oversee the income and disbursements of the funds of the Association. The treasurer or president shall sign all checks issued by the Association.

The retiring past president, if willing shall serve for one year on the Board of Directors following completion of service as president of the Board of Directors.

Sections 6, 7, 8 and 9. To remain as written

22967

Doc ID: 026889660005 Type: GEN
Kind: CONDOMINIUM AMEND
Recorded: 11/09/2017 at 03:57:33 PM
Fee Amt: $27.00 Page 1 of 5
Johnson County Iowa
Kim Painter County Recorder
BK 5723 PG 190-194

Prepared by and Return to:
Michael W. Kennedy, 920 S. Dubuque Street, P.O. Box 2000, Iowa City, IA 52244-2000; (319) 351-8181

AMENDMENT TO DECLARATION OF CONDOMINIMUM FOR ROCHESTER HILLS

The undersigned certifies as follows:

1. I am the President of the Rochester Hills Owners Association.

2. The annual meeting of the members of the Rochester Hills Owners Association was held on October 24, 2017, after due, legal and timely notice of the time, place and purpose of the special meeting was provided to all members in accordance with the Bylaws of the Association.

3. A quorum of 31 owners was present in person or by proxy.

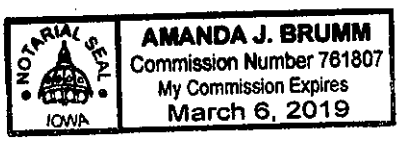
4. On a motion duly made and seconded, the Amendment to the Declaration of Condominium for Rochester Hills, set out in the attachment to this document, which is incorporated herein by reference, was adopted by a vote of 25 owners in favor and 6 owners opposed, for the two-thirds majority required to amend the Declaration of Condominium.

ROCHESTER HILLS OWNERS ASSOCIATION

By: Robert Buchmiller, President

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 9th day of November 2017, Robert Buchmiller appeared personally before the undersigned Notary Public and, being duly sworn, stated that he is the President of the corporation who executed the preceding document, the corporation has no seal, and the document was signed on the corporation's behalf by authority of its Board of Directors; and such officer acknowledged the voluntary execution of the document by him and by the corporation.



Amanda J. Brumm
Notary Public in and for the State of Iowa.

AMENDMENT TO DECLARATION OF CONDOMINIUM FOR ROCHESTER HILLS

The Declaration of Submission of Property to Horizontal Property Regime for Rochester Hills recorded in Book 1501, Page 222, Records of the Johnson County Recorder, is amended as follows:

Article VII(A)(2), as previously amended, is deleted in its entirety, and the following provisions are substituted in its place as the replacement Article VII(A)(2):

"2. Outside Plantings.

A. Introductory Points.

1.) Existing plantings as of October 24, 2017 will be "grandfathered in," but all future plantings shall be subject to the rules set forth below.

2.) No plantings may be made around trees or utility poles without approval of the Grounds and Landscaping Committee and the Board of Directors.

B. Rules Regarding New Plantings and Replacement of Existing Plantings.

1. Maximum Dimensions, Allowable Plants, and Maintenance.

a. Front.

i. Plantings shall not extend beyond the front entrance/front edge of the garage.
ii. A narrow border (up to 2 feet) along either or both sides of the entrance walk is also allowed.
iii. Perennial and annual flowers, low to medium height bushes (less than 7 feet), may be flowering or evergreen. Any vegetation that damages, or, as determined by the Grounds and Landscaping Committee, to potentially damage the structure of the building will not be allowed or will be removed at the unit owner's expense.

b. Side.

i. Plantings shall not extend beyond three feet from the foundation; stones or low growing perennial and/or annual plants or bushes to help reduce erosion are allowed; no trees shall be allowed.
ii. Perennial and annual flowers, low to medium height bushes (less than 7 feet), may be flowering or evergreen. Any vegetation that damages, or, as determined by the Grounds and Landscaping Committee, to poten-

tially damage the structure of the building will not be allowed or will be removed at the unit owner's expense.

c. Back.

i. Plantings shall not extend beyond the edge of concrete patio. The same plants are allowed as for the front with the same restrictions set forth above.

2. Financial and Maintenance Responsibilities.

a. Front.

i. For all new plantings or upgrading of existing plantings, the owner's plan must first be approved by the Grounds and Landscaping Committee as well as by the Board of Directors. Owner is responsible for all costs.
ii. The Rochester Hills Owners Association will be responsible for cleaning out and trimming front foundation plantings each spring and fall, along with weeding.
iii. Mulch will be renewed on a schedule determined by the Grounds and Landscaping Committee as well as by the Board of Directors.
iv. Unit owners are welcomed and encouraged to do additional trimmings or maintenance as they see fit.

b. Sides and Back.

i. All plans for new or changed plantings must be approved by the Grounds and Landscaping Committee, as well as by the Board of Directors.
ii. Rochester Hills Owners Association will be responsible for cleaning out and trimming side foundation plantings each spring and fall, along with weeding.
iii. Mulch and rock will be renewed on a schedule determined by the Grounds and Landscaping Committee as well as by the Board of Directors.
iv. All expenses of planting and maintenance shall be the responsibility of the resident owner, except as stated above in Sections 2(b)(ii) and 2(b)(iii).

C. The Grounds and Landscaping Committee members shall be available for consultation with unit owners concerning potential new or existing plantings. Should front, side or back plantings fall into disrepair or if they are not maintained, the Board of Directors shall give written notice thereof to the owner, and the owner will be required to provide a plan of repair within two weeks of receipt of the Board's notice. If the owner fails to complete the required repairs or maintenance

within four weeks of receipt of the Board's notice, the Board of Directors may arrange to remove and/or repair and return said areas to "as-built" status at the owner's expense. If necessary, the Rochester Hills Owners Association will contract for said renovations and bill the owners for the charges."

CASH

Doc ID: 027502180001 Type: GEN
Kind: AMENDMENT
Recorded: 09/24/2019 at 09:29:16 AM
Fee Amt: $7.00 Page 1 of 1
Johnson County Iowa
Kim Painter County Recorder
BK 5960 PG 747

Robert Buchmiller, 656 Larch Lane, Iowa City, IA, 52245, 319-530-0494
Return To: Same

Amendments to Rochester Hills Condominiums Bylaws

Rochester Hills L.S.R.D. File 166F, Folder 58, Document No. 12

The Rochester Hills Owners Association (RHOA) has voted (October 24, 2018) to remove the lawn sprinkler system , also known as the irrigation system, from the list of common elements throughout the *Declarations, Rules, Regulations, and Bylaws of Rochester Hills Condominiums.* Operation of the lawn sprinkler system will be at the discretion of the Board of Directors.

The Rochester Hills Owners Association (RHOA) has voted (October 24, 2018) to add the following provision to Article III(1) of the Bylaws: "Members of the Board of Directors may hold up to two Officers positions concurrently while serving on the Board. Votes by Board members are limited to one per person regardless of the number of Officer positions held by a Board member."

Robert Buchmiller, Past President, Rochester Hills Board of Directors

State of Iowa County of Johnson

This instrument was acknowledged before me

on 9/24/19 by Robert Charles Buchmiller
date name of person

Signature of Notary Public

ERIK THERME
Commission Number 770692
My Commission Expires
November 30, 2020