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See also
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DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR TURNBRIDGE CONDOMINIUMS

Turnbridge Limited Partnership, an Iowa Limited Partnership, with its principal place of business in Council Bluffs, Pottawattamie County, Iowa (referred to hereinafter as DEVELOPER), executes this Declaration of Submission of Property to a Horizontal Property Regime to be known as TURNBRIDGE CONDOMINIUMS, all pursuant to Chapter 499B, Code of Iowa, entitled "Horizontal Property Act (CONDOMINIUMS)," the same to take effect when filed for record in the office of the Recorder of Pottawattamie County, Iowa.

ARTICLE I

PURPOSES AND DEFINITIONS

1. Purpose. The purpose of this Declaration is to submit and convey the lands hereinafter described and improvements constructed or to be constructed thereon to the Condominium form of ownership and use, pursuant to Iowa law.

2. Definitions. The terms employed shall have the meaning as defined in Chapter 499B, Code of Iowa, unless the context or more particular provisions of any condominium document require a different meaning. Certain terms are used as follows:

(a) Plural and Gender. All words or phrases shall be taken to include the singular or plural according to context and to include the female, male or neuter gender, as may be applicable.

(b) Successors. Reference to Developer, owners, or to any entity or association shall include the respective successors, grantees, and assigns thereof.

(c) Tense. Upon the effective date of this Declaration, use of the present tense shall include the past or present tense where the subject matter referred to relates to completion of an improvement or development that has not been or already has been completed, as the case may be.

(d) Apartment or Unit. the terms "apartment" and "unit" are used interchangeably unless a different construction is specifically spelled out or required by the context. Both terms subject to the same qualification include those areas referred to as garage or storage areas which, although apartments or units, are sometimes so designated in order to identify the particular kind of apartment or unit referred to. An apartment or unit means generally an area enclosed by walls and floors and including and defined by such walls and floors which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act (Condominiums).

(e) Garage. Designation of a garage does not imply that the same must be used for garage purposes but is done to identify the type of area referred to.

MAY 19 1988
COUNTY AUDITOR

Entered for Taxation

Maelynn J. Drake

STATE OF IOWA, Pottawattamie County
Filed for record this 19th day of May
1988 at 11:30 AM and recorded
in book 24830

John Scigiano
Richard B. ...

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- (f) Condominium Documents. This Declaration and all exhibits attached hereto and the Articles of Incorporation Turnbridge Homeowners Association constitute the condominium documents.
- (g) Condominium Property. The term "condominium property" or "The Property" includes all property, real, personal or mixed submitted to the regime other than the sole personal property of Developer or any owner and shall be synonymous with the term TURNBRIDGE CONDOMINIUMS.
- (h) The Property. The term "The Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any supplemental declaration under the provisions of Article V hereof.
- (i) Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit situated upon the property but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (j) Turnbridge Homeowners Association. An Iowa Non-Profit Corporation organized to serve as the Council of Co-owners of the apartments and common elements submitted to this regime and referred to as "The Association."

ARTICLE II

IDENTIFICATION OF LAND, BUILDINGS AND APARTMENTS

1. Land. The land hereby submitted to the Horizontal Property Regime is situated in Council Bluffs, Pottawattamie County, Iowa, legally described as shown in Exhibit "A" attached hereto and incorporated by reference. Also attached as Exhibit "A-2" is a site or plot plan of the legal description showing to scale the location and exterior dimensions of the buildings constructed or to be constructed thereon and showing graphically the location of certain common elements hereinafter referred to.
2. Access. Exhibit "A-1" attached hereto describes the location of a driveway easement affording access to the condominium buildings. The driveway easement has been established by a Declaration of Easement dated the 3rd day of May, 1982, and recorded in the Office of the Pottawattamie County Recorder. Exhibit "A-2" shows the common elements affording access to the buildings.
3. Apartment Buildings. The initial stage of the Turnbridge Condominiums shall consist of one apartment building, that building being designated 12-Plex A on the attached site plan shown as Exhibit "A-2" attached hereto and incorporated by reference. Plex A consists of 12 two bedroom units on three floors. The foundation plan and interior and exterior elevations are shown on Exhibits "A-3", "A-6", and "A-7", respectively, which are attached hereto and incorporated by reference.
4. Description of Apartments, Garages and Other Areas. Plex-A consists of 12 units and the specific number of bedrooms, dens, living rooms, dining rooms, kitchens, bathrooms, storage closets, patios or decks, and the interior, stairways and corridors are shown in the 1st floor plan and the second and third floor plans which are shown in Exhibits "A-4" and "A-5", respectively, which are attached hereto and incorporated by reference. The garage plans, elevations and details, are shown at Exhibit "G-1" attached hereto and incorporated by reference.

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5. Principal Materials. The principal materials of which the buildings have been or will be constructed are set forth in the aforementioned Exhibits, and in addition, the floor truss layout, roof truss layout, room, door and window schedule, plumbing layout and notes, mechanical first floor plan, mechanical second floor plan, electrical first floor plan, and second and third floor plan are all marked Exhibits "A-8", "A-9", "A-10", "P-1", "M-1", "M-2", "E-1", and "E-2", respectively, which are attached hereto and incorporated by reference. These exhibits also give in detail other specifications for the building and apartment construction, the features and equipment thereof. Optional or substitute items available during construction or subsequently in some cases may be supplied by the Developer. The presence or absence of any such optional items will in no manner affect the fractional interest in the total common elements appurtenant to that apartment. The addition of an optional item by the Developer on its own initiative or pursuant to a contract calling for the same is agreed to by all apartment owners and shall not be construed to constitute an amendment or a variation from the terms of this Declaration.

6. Plans and Architect's Certificate. There are attached as Exhibits "A-4" and "A-5" floor plans which show the common elements for said apartment building as far as practicable. The foregoing exhibits and plans are certified by Darrel Dangberg, an engineer authorized to practice in Iowa on Exhibit "C-1" attached hereto. Electrical wiring and other detailed plans, together with those attached hereto, are on file with the Developer and the architect, and in addition, each owner may receive without charge a full copy thereof from the office of the Developer.

7. Deck or Patio Unit. The deck or patio unit shown as attached to an apartment at Exhibits "A-4" or "A-5" shall constitute a limited, common element for said apartment. Said deck or patio unit shall be limited to the exclusive use of the accompanying apartment and subject to underground utility easements and easements of access to maintain the exterior of the unit. Maintenance of the deck shall be the responsibility of the owner.

8. Revisions by Developer. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between the apartments so long as the Developer owns the apartments so altered. Any such change shall be reflected by an Amendment to this Declaration which may be executed by the Developer alone, notwithstanding the procedures for amendment described hereinafter. However, no such change shall increase the number of apartments nor alter the boundaries of the general or common elements without Amendment of this Declaration in the manner set forth hereinafter in this Declaration. If more than one apartment is altered, the Developer shall appropriately reappportion the shares in the common elements which are located to the altered apartments.

ARTICLE III

DEFINITION AND DESCRIPTION OF COMMON ELEMENTS AND APARTMENTS

1. General Common Elements. The general common elements are the land described in Article II, Section 1, and all improvements, facilities and common elements as defined in Section 499B.2(4), Code of Iowa, except such land, improvements and facilities as are limited common elements, including, but without being limited thereto, the private driveway and parking areas (subject to the Developer's reserved right to construct unattached garage units and additional buildings as provided in this Declaration), landscaping and plantings, outside lighting facilities, all electrical wiring, sewer, water, television and/or other utility or service lines or facilities serving more than one apartment.

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2. Limited Common Elements. Limited common elements are common elements reserved for use of one or more apartments to the exclusion of other apartments and include:

- (1) Any limited common elements as defined by law;
- (2) Each patio adjacent to any entry level is limited to the exclusive use of the apartment or apartments having access thereto;
- (3) All private balconies opening off apartments are limited to the exclusive use of that apartment;
- (4) A sliding door set in the wall of the apartment is a limited common element for that apartment;
- (5) An overhead door is a limited common element for a garage unit or stall;
- (6) All sewer, water, television cable, or other utility or service lines or facilities are limited elements as defined by law as serving only an apartment or apartments;
- (7) All fixtures and attachments installed during construction and contained within an apartment, such as fireplaces, furnace equipment, plumbing and water fixtures, are limited common elements for the exclusive use of such apartment;
- (8) The garage building is a limited common element reserved for the exclusive use of those owners of the garage stalls or units contained therein.
- (9) Driveways leading to the apartment unit or garage stall.
- (10) Mini blinds furnished by Developer on the windows.

3. Apartments.

- (a) Each apartment shall consist of the area between the interior surfaces of its perimeter walls, including sliding doors, and between the lower surface of its ceiling and the upper surface of its slab or deck flooring, as the case may be. Each garage unit or stall shall consist of the area between the lower surface of its ceiling and the upper surface of its slab flooring and contained within its exterior dimensions. In all cases, an apartment shall include and be defined by the surfaces referred to and include all dividing walls, partitions and other materials within, not otherwise defined as common elements.

4. Design and Personality. The owners shall have a common interest in the design and layout of the buildings and grounds submitted, or to be submitted, and in the integrity and appearance of the regime as a whole, notwithstanding that they are separated. Design improvements required by the ASSOCIATION, for its functions is a common element.

ARTICLE IV

FRACTIONAL INTEREST OF EACH APARTMENT IN THE COMMON ELEMENTS OF THE ENTIRE REGIME

1. Derivation of Fractional Interest. The owner of each apartment shall own, and there shall be appurtenant thereto, an undivided interest in and to land and other common elements and facilities of this regime, general or limited. The amount of

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such undivided interest shall be expressed fractionally according to the number of units constructed and submitted to this regime.

2. Ownership Units. The fractional interest of each apartment shall be further expressed in terms of "ownership units" and the fractional interest of each apartment in the common elements of the regime, both limited and general, shall be the number of ownership units appurtenant to each apartment as compared to the total number of ownership units of all apartments hereby or hereafter constructed and submitted to this regime. Each apartment shall possess one ownership unit. As presently proposed, there shall be twelve (12) ownership units.

3. Total Ownership Units and Fractional Interest of Each Apartment. The total number of ownership units pursuant to the foregoing and created by this Declaration is twelve (12) and the fractional interest of each apartment in the common elements, general and limited, of the regime is one-twelfth (1/12).

4. Effective Submission of Further Lands and Buildings. Developer reserves the right to submit additional lands and buildings to this same horizontal property regime as referred to in Article V and elsewhere in this Declaration. In such event, the fractional interest in ownership units of each apartment hereby submitted to the total general and limited common elements would be that fraction, the numerator of which is the number of ownership units hereby assigned to that apartment and the denominator of which is the total number of ownership units created by this Declaration and any supplemental declaration(s) or submissions(s).

5. For purposes of this Article IV, the term "apartment" or "apartments" shall refer only to dwelling units and shall have no reference to garages or storage areas. Ownership of garage units shall not possess any ownership units or any membership or voting rights as described in this Declaration.

6. Ownership of Garage Stalls or Units. Each garage stall or unit owner shall be entitled to exclusive ownership and possession thereof. An owner shall be deemed to own the interior surface of party and exterior walls, floors and ceilings and doors of his garage unit; no owner may finish or decorate the interior walls, floors, and ceilings of his garage stall or erect a wall or partition without the consent of the Association's Board of Directors. There shall pass with the ownership of each garage unit as a part thereof, whether or not separately described, any and all appurtenances to such garage (whether such appurtenances are described herein or elsewhere in the condominium documents), and no garage nor any part of the appurtenant interest of any garage may be sold, transferred or otherwise disposed of except in connection with the ownership of or the sale, transfer or other disposition of an apartment or unit or all of the apartments or units within the regime.

7. Ownership of Parts of Building. The owner of an apartment shall not be deemed to own pipes, wires, conduits, or other public utility lines running through his apartment which are utilized for or served more than one apartment except as a tenant in common with the owner or owners of any other apartment or apartments which said pipes, wires, conduits, or other public utility lines may serve. The owner of an apartment shall, however, be deemed to own the walls and partitions which are contained in his apartment and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, linoleum, carpeting, etc., providing however, that said plaster, paint, wallpaper, linoleum, carpeting, etc. are deemed to be a permanent part of each apartment which may be repaired and/or replaced by the apartment owner but never completely removed therefrom.

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ARTICLE V

DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership. The Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent units to any approved person and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of units and any recreational facilities, including but not limited to the right to maintain modals, offices, signs, employees and equipment and materials on the premises and to use common elements to show apartments. A sale and rental office, signs and all items and equipment pertaining to sales or rentals shall not be considered common elements and shall remain their separate property. Developer retains the right to be and remain the owner of completed but unsold apartments (including garages), and to use the same for storage, all under the same terms and conditions as other owners, including membership in the Association, save for this right to sell, rent or lease. Within sixty (60) days after closing has been held for the sale of the first unit, the Developer shall pay each unsold unit's share of the working capital fund to the owners' association. The Developer should then reimburse itself for this payment from funds collected at closing when the unsold units are sold.

2. Easements. Developer expressly reserves perpetual easements for ingress, egress and utility purposes as may be required across, over and under all common areas for expansion of the regime and connection with any future development of the land described and for the exercise of the rights of it and its successors which shall remain in effect notwithstanding any termination, destruction or sale of any condominium property.

3. Supplemental Declarations. If and as Developer determines to submit additional parcels of land to this regime, or to construct additional buildings or to construct unattached garage units, it reserves the right to execute and record supplemental declarations to such effect for the purpose of establishing the size, location and character of the further lands, buildings and apartments to be submitted. Such Supplemental Declarations, when filed for record, are and shall be automatically incorporated herein by reference and made a part thereof with like effect as though the buildings, lands and apartments had been constructed and/or submitted at the time of the execution of this Declaration. Supplemental Declarations are to be executed solely by Developer, notwithstanding the ownership of apartment units by others, and Developer shall have and exercise such right and power not only in its individual capacity but also as agent for all existing apartment owners, and each apartment owner does, therefore, irrevocably appoint Developer as his, her, or its agent for the purpose of supplementing and/or amending this Declaration, as may be required to add such additional land, buildings, apartments and facilities to this regime, and such additional construction by Developer shall in no way be deemed an interference with the use or enjoyment of owners of apartment unit or units previously constructed or occupied by them.

Such supplemental declarations shall set forth as provided in Paragraph 4 of Article IV above the number of ownership units in the common elements hereby and by such supplemental declaration(s) submitted to this regime as are appurtenant to each additional apartment. Upon such declaration taking effect, each apartment then submitted and each apartment now submitted will hold a fractional interest in the expanded common elements based upon the number of ownership units in this Declaration assigned to apartments and the number of ownership units assigned to a new apartment in any supplemental declaration as compared with the total number of ownership units created by this Declara-

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tion and by any supplemental declaration. No supplemental declaration shall affect the number of ownership units assigned to the apartments described and submitted by this instrument.

Nothing herein contained shall be construed to compel Developer to submit additional buildings or lands to this regime nor to prevent the use of any land not hereby or hereafter incorporated into this regime for such purposes as it desires and as may be otherwise lawful. In addition, there shall be no time limit in order to render a supplemental declaration valid under this article.

4. Permitted Variation in Apartment and Building Design. In connection with supplemental declarations, Developer further reserves the right to construct and submit apartment buildings and apartments of different size, design, materials, or in different number from those described and submitted hereby, provided always said apartment shall be consistent with the initial apartments in terms of quality and construction.

5. Construction of Apartments. The construction of apartments shall be in accordance with the terms of this Declaration and the plans and exhibits attached hereto, except that variations therefrom or adjustments of an insubstantial character not meaningfully prejudicial to the rights of owners of completed apartments or to the owners of such apartments being constructed is permitted and shall not constitute an amendment to this Declaration, and each owner agrees to accept his apartment in substantial compliance to such plans and exhibits.

6. Designation of Association Directors. Developer shall have the right to name all members of the Board of Directors of the ASSOCIATION who need not be owners of apartment units until the date by which all of the apartments have been constructed, submitted to this regime and sold; provided however, that Developer shall surrender and lose the right to name one director after one-third (1/3) of the apartments are constructed and sold by the Developer as part of this condominium regime, such surrender and loss shall become effective as to the annual membership meeting next following the sale of one-third (1/3) of such apartments. The Developer shall further surrender an additional right to name one director after two-thirds (2/3) of the apartments have been constructed and sold by the Developer as part of this condominium regime. Such surrender and loss shall become effective as to the annual membership meeting next following the sale of two-thirds (2/3) of such apartments. Upon the sale of all apartments submitted to this condominium regime, the Developer shall surrender all authority to appoint any member of the Board of Directors of the Association.

7. Construction of Unattached Garage Units. In connection with supplemental declarations, Developer further reserves the right to construct and submit to the condominium regime additional unattached garage units, such unattached garage units to be located only upon the common area of the condominium property and not otherwise located in a utility or public access easement, all pursuant to the provisions herein; provided that any of such unattached garage units so constructed shall be for the ownership, use, occupation and enjoyment of an apartment unit of this condominium regime and not otherwise. Each such unattached garage unit constructed shall be appurtenant to the apartment for which it is constructed and to which it is assigned, and the land upon which such unattached garage is located shall no longer be a general common element. Nothing herein contained shall be construed to compel Developer to construct and submit such unattached garage units to this regime.

8. Construction of Additional Buildings. In connection with supplemental declarations, Developer further reserves the right to construct and submit to the condominium regime addition-

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al buildings containing apartments, all pursuant to the provisions of this Declaration. Nothing herein contained shall be construed to compel Developer to construct and submit such additional buildings to this regime.

9. Initial Management of the Condominium Regime. On behalf of the Association, the Developer has entered into a Management Contract with McRealty, Inc. The Management Contract is for a period of two (2) years commencing with the first day occupancy is given for an apartment unit. This contract provides that McRealty, Inc. shall provide for a monthly fee for management services including but not limited to the arrangement for and supervision of obligations of the Association such as lawn mowing and care, building maintenance, snow removal, driveway maintenance, building (structural) insurance, trash removal, common utility expenses, collection of assessments and bookkeeping. Further, the Management Contract provides that the Manager will manage the rental of each unit in the regime which is not occupied by its owner. The fee to be paid to said Manager is the obligation of the Association. The monthly assessment to be paid for each apartment to the Association shall be \$35.00 for the twelve (12) month period commencing the first day occupancy is given for an apartment.

To insure that the owners' Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, the manager shall establish a working fund at least equal to two months estimated common charges for each unit. Any amounts paid into this fund should not be considered as advanced payments of regular assessments. Each unit's share of the working capital fund should be collected at the time the sale of the first unit is closed, and then should be transferred to the owners' Association for deposit to a segregated fund. Within sixth (60) days after the closing, the Developer shall pay each unsold unit's share of the working capital fund to the owners' Association.

The Developer's contract with McRealty, Inc. is subject to termination by the owners' Association upon sale of 75% of the apartment units submitted to this regime. This right of termination shall not require a payment of any penalty but shall require the Association to give the manager ninety (90) days written notice of their intention to terminate the management contract.

ARTICLE VI

APPURTENANCES TO AND OTHER FEATURES OF APARTMENT OWNERSHIP

1. Appurtenances. The ownership of each apartment shall include and there shall pass with each as appurtenances thereto, whether or not separately described, all of the right, title and interest of an apartment owner in the apartment and the general elements, including but not limited to:

- (a) Common Elements and Expenses. An undivided interest in and/or liability for (1) the general common elements, (2) the limited common elements appurtenant to each respective apartment, (3) common expenses and liabilities of the Association and of the Condominium Property and regime, (4) the funds and surplus, if any, of the Association. Such undivided interest and/or liability shall be identical as to each of the four aspects thereof above named and the amount of such fractional interest and/or liability shall be as determined pursuant to Article IV on the basis of the number of ownership units possessed by each apartment as compared to the total number of ownership units submitted to the regime. Such ownership units shall not be deemed to have been created or exist by a declaration alone and shall not be counted in determining the

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total number of such units and the resultant undivided interest or liability of each apartment until such apartment has been completed and is ready for occupancy, it being understood, however, that upon acquisition of ownership or completion (with respect to unsold apartments) the appurtenant ownership units shall be created and exist for such purposes irrespective of any actual occupancy or use.

- (b) Membership and Voting Rights. There shall be appurtenant to each apartment membership in the ASSOCIATION, and as many votes in the affairs of the Association and of the regime as there are ownership units appurtenant to that apartment which have been created and exist as referred to in subparagraph 1(a) of this article, provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles of Incorporation and the Bylaws of the Association and of the other condominium documents, including the appointment of Developer as agent for certain purposes.
- (c) Encroachment Easements. If any portion of the common elements encroaches upon any apartment, or if any apartment encroaches upon any other apartment or upon any portion of the common elements upon completion of construction, or if any such encroachment shall occur thereafter as a result of shifting or settling of the buildings or from alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements or an apartment after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the buildings, common elements and apartments exist.
- (d) Cross Easements. The appurtenances shall include easements from each apartment owner and to the Association, and from the Association to the respective apartment owners as follows:
- (1) For ingress and egress through the common areas and for maintenance, repair and replacement as authorized.
 - (2) Through the apartments and common facilities for maintenance, repair and replacement or reconstruction of common elements, but access to apartments shall be only during reasonable hours except in case of emergency.
 - (3) Every portion of an apartment contributing to the support of the apartment building is burdened with an easement of support for the benefit of all other apartments, common areas and facilities in the building.
 - (4) Through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishings of utility or other services to the other apartments and common areas in the regime; provided however, that such easement through an apartment shall be only according to the plans and specifications for the apartment building unless approved by the apartment owner.
- (e) Air Space. In addition to the fee simple ownership of an apartment there shall be as appurtenant thereto an

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exclusive easement for the use of the air or room space within the apartment and to the limited common elements of that apartment as the same exists from time to time or as altered or reconstructed from time to time, subject to necessary and authorized easements for maintenance, repair and the like, which appurtenance shall be terminated automatically in the event of termination of the regime.

2. Ownership and Possessions; Severance. Each apartment and its appurtenances shall for all purposes, including exclusive possession thereof, be subject to the provisions of the condominium documents, and any deed, mortgage or other instruments affecting ownership of an apartment as a parcel of realty shall include, whether enumerated or not, all of the appurtenances thereto and no part of the appurtenant interest of any apartment may be sold, transferred or otherwise disposed of, except in connection with the sale, transfer or other disposition of the apartment itself or of all apartments in the regime. Nothing contained in this paragraph shall affect any personalty belonging to any individual owner which does not constitute a fixture.

3. Utilities. The water and sewer expense and the garbage and refuse expense for each building and the electrical expense for the exterior building lights, hallway lights, and outlets for such building shall be divided into equal shares, with an expense share assigned to each apartment in that building, and the owner of said apartment shall be responsible for the expense share assigned thereto.

ARTICLE VII

MANAGEMENT OF THE REGIME

1. Council of Co-Owners, Membership, Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by TURNBRIDGE HOMEOWNERS ASSOCIATION, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa, which corporation is and shall constitute the Council of Co-Owners required by Section 499B.2(3) of the Iowa Code. The Articles of Incorporation were filed the 25 day of March, 1988, in the office of the Secretary of State and the 4 day of May, 1988 in Book 88, Page 2367, in the office of the Pottawattamie County Recorder. Copies of its Bylaws and Rules are attached hereto as Exhibits "B-1" and "B-2", respectively. All owners of apartments shall automatically be members of the Association and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of apartment 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.

2. Agreement and Compliance. All owners, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of this Declaration, applicable provisions of the other condominium documents, and the Articles of Incorporation and Bylaws of the Association, and all agreements and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and/or other persons. A failure to comply with this Declaration applicable provisions of the other condominium documents, and the Articles of Incorporation and Bylaws of the Association, or any other agreement or determination thus lawfully made by the Association shall be grounds for an action to recover sums due for damages on the part of the Association, or any owner, as may be applicable, and for mandatory or other injunctive relief; and the use of any legal remedy by the Association or by any owner to enforce compliance

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shall in no event constitute a waiver of any other available remedy.

3. Included Powers, Foreclosure of Lien, Waiver of Partition. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it by Chapter 504A and Chapter 499B, Code of Iowa, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on apartments for any common expenses, and the right to foreclose the lien thereof and acquire an apartment at the foreclosure sale and to hold, lease, mortgage or convey the same, but such acquisition shall be on behalf of all apartment owners, all of whom shall be deemed to have waived his right of partition with respect thereto.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an apartment owner for all assessments made by the Association may not be avoided by waiver of the use of enjoyment of any common element or any recreational facility or by abandonment of an apartment for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter an apartment as may be necessary or advisable to carry out its responsibilities.

ARTICLE VIII

MAINTENANCE, ALTERATION AND IMPROVEMENT

1. Terms. Although the same are not susceptible to precise delineation, and the use of one shall not be deemed to exclude the applicability of another unless specifically so stated or required by the context, certain terms are employed in this article as follows:

- (a) "Maintenance" is generally used to include all repair, renovation, restoration, reconstruction or rebuilding as may be necessary to maintain the condominium property in the same condition as when constructed and completed by Developer;
- (b) "Alteration" relates to changes from such state other than maintenance;
- (c) "Improvement" relates generally to the addition of new structures, elements or facilities other than those referred to in this or any supplemental declaration.

The provisions of this article are applicable where the work done or required is not caused by a specific casualty and shall also apply in the event of maintenance, alteration or improvement necessitated by casualty or condemnation unless a different provision is specifically made in the condominium documents dealing with such contingencies.

2. Maintenance by the Association.

- (a) All common elements and facilities, limited or general, shall be maintained by the Association as a common expense unless responsibility is otherwise imposed on the apartment owner as provided in this article or otherwise.
- (b) Incidental damage caused to an apartment through maintenance by the Association shall be repaired by the Association as a common expense.
- (c) If an apartment owner defaults in his responsibilities of maintenance, the Association shall assume the same as a common expense and levy a special assessment

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against the apartment, collectible as other assessments.

3. Maintenance by Owner.

- (a) It shall be the responsibility of each apartment owner at his own expense to maintain his apartment and garage as defined herein including the surfaces referred to and any finished or additional surfaces installed by the apartment owner, and any such personalty such as carpets, furnishings and appliances within.
- (b) Any fixtures or equipment within an apartment such as fireplaces, heating units, and plumbing fixtures which are limited common elements exclusively for the use and possession of an apartment, and any other limited common elements which are exclusively for the use and possession of one apartment, shall be maintained by the apartment owner at his expense.
- (c) The apartment owner shall likewise maintain at his expense any improvements or alterations subsequently added by him and it shall be his duty to perform said maintenance without disturbing the right of other apartment owners and to report promptly to the Association any defects or need for repairs which are the initial responsibility of the Association or as to which the Association otherwise has authority to maintain.
- (d) The common elements and facilities of the separate detached garage buildings shall be maintained as a common expense of the owners of the garage units contained therein.

4. Maintenance Involving More than One Apartment. If maintenance is required involving maintenance, repair, renovation, restoration, reconstruction or rebuilding of more than one apartment, the Association, in order to provide centralized direction, may assume responsibility therefor and provide for the same as a common expense in whole or in part, according to the circumstances; in such event, the Association shall, in accordance with the provisions of this Declaration, levy a special assessment against the apartments involved, collectible as other assessments, for the cost thereof if the Association shall determine to be other than a common expense.

5. Alteration or Improvements by Apartment Owner. No apartment owner shall make any structural alteration or exterior improvement to the apartment or any common element or facility or remove any portion thereof without the approval of the Board of Directors of the Association. Specifically, the apartment owner must obtain the approval of the Board of Directors of the Association as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by any insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. An apartment owner desiring to make such alteration must apply to the Association in writing for permission to do so and shall submit sufficient plans and specifications to enable the Association to make a full evaluation of the proposed alteration or improvement and, in any event, no such alteration or improvement shall be made unless the Association shall specifically approve the design and safety thereof, and no work by an apartment owner may be permitted which will jeopardize the soundness of the building or impair any easement. Any alteration or improvement of an apartment shall not increase the undivided interest of an owner in the common elements or the appurtenances to that apartment.

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6. Alteration or Improvement by the Association or All Owners. There shall be no alteration of the apartment buildings, nor further improvements added to the lands or other common elements (except such further improvements or permitted variation in apartment and building designs as are authorized to be made by the Developer in connection with the expansion of or development of the condominium regime); provided however, upon the question being put to a vote by referendum ballot or a membership meeting as provided in the Bylaws of the Association, any such alteration or improvement may be done if seventy-five percent (75%) of the voting units then in existence are voted in favor thereof. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the interest appurtenant to each apartment in the common elements, and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

ARTICLE IX

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE OF ENJOYMENT

The ownership, use, occupation and enjoyment of each apartment and of the common elements of the regime shall be subject to restrictive covenants, conditions, easements or other encumbrances of record, and to the provisions of the Articles of Incorporation and Bylaws of the Association, this Declaration and all statutes or ordinances legally applicable to the regime, all of which provisions irrespective of where set forth or classified shall with equal status constitute such a condition, restriction and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against all apartments and the owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

Specific covenants of this Declaration are:

1. Apartments shall be used and occupied for single-family dwelling purposes only.
2. An apartment may be rented or leased by the owner, provided the entire apartment is rented, and the occupancy is only by the lessee and members of his immediate family. No lease shall relieve the owner as against the association and other owners from any responsibility or liability imposed by the condominium documents. Any lease or rental agreement must be in writing and be subject to the requirements of this Declaration. No unit may be leased or rented for less than six (6) months.
3. No owner of such apartment shall have power to convey, mortgage, pledge, sell or lease such apartment unless and until (a) all common charges assessed or accrued have been paid, and (b) all unpaid liens against such apartment in favor of the Association (unless waived by its Board of Directors) or individual members thereof have been satisfied.
4. No apartment owner may paint or otherwise finish or add structures or equipment to the exterior facade of the walls, or add to, enclose or screen any patio adjacent to, exterior stairway serving, or private balcony opening off an apartment.
5. The Association, acting through its Board of Directors: (a) may regulate or prohibit the ownership and use of pets, motorcycles or other power-driven equipment; (b) approve temporary structures, the same being otherwise prohibited; (c) adopt and enforce other reasonable rules, restrictions and regulations relating to the use and enjoyment of the condominium premises.

COMPARED

6. No animal pens, sheds, fences or other outbuildings or structures of any kind shall be erected by any apartment owner on any common area, except as may be specifically allowed by the Association. 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. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

7. Each apartment owner covenants and agrees with all other apartment owners to repair and maintain his own apartment and keep the same in good repair for the benefit of all such other apartment owners as may be required and applicable, and to pay his share of his separately metered utility expenses.

8. An apartment owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of his family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting therefrom.

9. No trailer, camper, mobile home, motor home, watercraft or snowmobile shall be placed or parked in the private parking area or on any common area except as may be authorized in writing by the Association.

ARTICLE X

AMENDMENTS

Amendment of this Declaration and the necessity therefor shall be governed by the following:

1. Ownership Units. The ownership units appurtenant to an apartment may be amended only by unanimous consent of all apartment owners and their mortgagees, except in the event of destruction by casualty and rebuilding thereafter, or obsolescence, the same may be changed and/or the procedure therefor governed by the more particular provisions of the condominium documents covering such contingencies.

2. Contracts Excepted. A lawful agreement entered into by the Association does not constitute an amendment of this Declaration, provided the same is not in conflict with this Declaration.

3. Supplemental Declarations. The submission of further property and improvements to this regime shall not be subject to the provisions of this article, except that such actions shall be effective when evidenced in writing, acknowledged as a deed and recorded in the public records of Pottawattamie County, Iowa. In addition, no other provisions of this Declaration affecting the rights of the Developer shall be subject to amendment without the written consent of the Developer, and any attempt to so amend this Declaration without such prior written consent shall be null and void.

4. General Procedure. Except as otherwise provided in this article, this Declaration may be amended other than pursuant to an amendment to the Bylaws of the Association:

- (a) By the unanimous written agreement of all apartment owners and their mortgagees; or,
- (b) By the members acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting as to which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%)

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of the ownership units created and outstanding. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors of the Association is not required of the amendment thus adopted.

5. Execution and Recording. An amendment pursuant to Paragraph 1 or Paragraph 4(a) of this article shall be effective when executed and acknowledged by all apartment owners and the mortgagees with the formalities of a deed and recorded in the public records of Pottawattamie County, Iowa. An amendment adopted pursuant to Paragraph 4(b) shall be effective when a certificate of its due and proper adoption and of the provisions thereof in the name of the corporation by its President or a Vice President and Secretary or an Assistant Secretary with the formalities of a deed and acknowledged as having been thus executed by authorization of the members as herein provided is recorded in the public records of Pottawattamie County, Iowa.

ARTICLE XI

PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION

1. Initial Determination to Rebuild, Repair, Restore or Reconstruct. Damage to or destruction of all or any part of the condominium property shall be repaired or the same restored, rebuilt, or reconstructed, as the case may be, if fifty-one percent (51%) of the ownership interests appurtenant to the apartments submitted to this regime by this Declaration are voted in favor of such repair, restoration, rebuilding or reconstruction. If less than fifty-one percent (51%) of the ownership units are cast in favor of such actions and it is accordingly determined not to take any of such actions, the outcome of the vote taken shall automatically constitute a determination that the entire condominium property may be deemed owned in common and partitioned without an amendment to this Declaration expressly so providing. The percentage of all the owners of the apartment submitted to the regime who together cast the necessary percentage of the total ownership and voting units in favor of or against any of such actions shall be the number and percentage of such owners whose vote shall be determinative of whether to rebuild, repair, restore or reconstruct all or any portion of the property or whether to deem the property to be owned in common. In the event the damage or destruction is to one apartment building only, then this Paragraph 1 and the other applicable provisions of this Article XI shall be construed to provide for the vote among those owners of the destroyed or damaged building.

2. Recall of Prior Determination. A vote and determination to repair, rebuild, restore or reconstruct made pursuant to Paragraph 1 of this article (but not a presumed determination pursuant to Paragraph 3 next following) may be recalled and superseded as follows: After the bids for the necessary work have been taken and the amount of insurance proceeds or other funds available for the work are known, if the total amount of the resulting assessment as will be required to finance the work exceeds ten percent (10%) of the pre-casualty value of the entire condominium property at the time of the casualty, then the Board of Directors of the Association shall call a special meeting of the members of the Association to consider under such circumstances whether or not the property in question shall be restored, rebuilt, repaired or reconstructed; the work shall be done only if 66-2/3% rather than 51% of the total ownership units outstanding are cast in favor of the proposed action and, if the work is not rescinded and superseded, and the entire condominium property shall be deemed to be owned in common by the apartment owners with the same effect as in the case of a negative vote pursuant to Paragraph 1 of this article.

3. Minor Damage or Destruction. All damage or destruction of a minor character shall be repaired, rebuilt, reconstructed or restored by the Board of Directors of the Association or by an apartment owner, as applicable, without necessity of a formal vote or determination. Minor damage or destruction shall include, but not be limited to, such as can be reasonably repaired, restored, rebuilt or reconstructed within thirty (30) days after the applicable occurrence (exclusive of delays or interruptions resulting from lack of available contractors, labor, materials or funds). In the event of doubt whether damage or destruction is minor, or in any case, one-third (1/3) of the Board of Directors of the Association, or the owners of twenty-five percent (25%) of the total ownership units outstanding, may call for a special meeting or referendum for a vote and determination of whether to repair and the like pursuant to Paragraph 1 of this article, and the determination thus made shall control irrespective of whether the damage or destruction might have otherwise been treated as minor, provided in all cases, and if no formal vote and determination has been taken and made within thirty days of the damage or destruction in question, it shall be conclusively presumed and in particular for purposes of Section 499B.16 of the Code of Iowa that the Association and apartment owners have in fact determined to rebuild, repair, restore or reconstruct, as the case may be.

4. Plans and Specifications. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall be substantially in accordance with the plans and specifications or original construction, as available from the exhibits hereto and plans on file with the Architect, with such variances or exceptions as may be authorized and approved by the Association in accordance with Article VIII hereof and, further, the number of ownership units and other appurtenances to each apartment after such repair, rebuilding, restoration or reconstruction shall be the same as before.

5. Scope of this Article. The provisions of this article are intended to provide for damage or destruction resulting from an occurrence or casualty which although to be broadly construed may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, referred to in Article VIII, and from obsolescence and condemnation as referred to in Paragraph 2 of Article XII.

ARTICLES XII

MISCELLANEOUS PROVISIONS

1. Possession of Common Elements. Each apartment owner, the Developer, and the Association may use the common elements other than the limited common elements for the purposes for which they are maintained but without hindering or encroaching upon the lawful rights of other users.

2. Condemnation and Obsolescence. The contingencies of condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or the Bylaws of the Association, as the case may be.

3. Partition. The common elements shall remain undivided and not only may no apartment owner, but also no other person may, bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all of the property from the regime pursuant to Section 499B.8, Code of Iowa, or a specific determination not to repair, reconstruct or rebuild with the consequence set forth in Section 499B.16 thereof.

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

5. Audited Financial Statement. Upon written request from any unit owners, lenders and the holders and insurers of the first mortgage on any unit or which has a respective interest in the condominium, the Association shall prepare and furnish within a reasonable time an audited financial statement for the immediately preceding fiscal year.

6. Right of Entry Upon Units and Limited Common Elements. The Developer and the Association shall have the right to entry upon unit premises and limited common elements to affect emergency repairs, and reasonable right of entry thereupon to affect other repairs, improvements, replacements or maintenance deemed necessary.

7. Power to Grant Rights and Restrictions and Common Elements. The Developer and Association shall have the power to grant other rights, such as the right to grant utilities, easements, under, through or over the common elements, which rights are reasonably necessary to the ongoing development and operation of the project. Damages resulting from the exercise of any of the above rights shall be born by the Association.

8. Insurance. The Association may specify the minimum type and terms of insurance each property owner must carry on their apartment.

9. Conveyance. The undivided interest in the general and restricted common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

10. Future Owners. All future owners, tenants, future tenants, or other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of the units shall signify that the provisions of this Declaration are accepted and satisfied.

ARTICLE XIII

FIRST LIENHOLDER'S RIGHT

1. Notice of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Council of Co-Owners (such request to state the name and address of such holder, insurer or guarantor and the unit number), will be entitled to timely written notice of:

- (a) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners association appertaining to any unit or (iv) the purposes to which any unit or the common elements are restricted;
- (b) Any proposed termination of the condominium regime;
- (c) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which

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affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

- (d) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (e) Any lapse, cancellation or material modification of any insurance policy maintained by the owners association.
- (f) Any proposed action that requires consent of a specified percentage of eligible mortgage holders.

2. Other Provisions for First Lienholders. The following provisions shall be binding with respect to the condominium by virtue of the constituent documents, applicable law or otherwise:

- (a) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated, is obtained.
- (b) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of the eligible holders of the first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated.
- (c) Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by the declaration or by applicable law, no reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of the first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated.

NOTE: As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage on a unit in a condominium which has requested notice in accordance with the provisions of Paragraph 1 above.

IN WITNESS WHEREOF, this agreement has been duly executed by the Developer and the undersigned Interested Parties on this 9 day of May, 1988.

TURNBRIDGE LIMITED PARTNERSHIP, an Iowa Limited Partnership

BY: [Signature]
A Partner

STATE OF IOWA)
) SS
POTTAWATTAMIE COUNTY)

On this 9 day of May, 1988, before me, the undersigned, a Notary Public in and for said county and state,

COMPANIES

personally appeared Stephen J. Clark to me personally known, who, being by me duly sworn did say that he is one of the partners of Turnbridge Limited Partnership, an Iowa Limited Partnership, and that said instrument was signed on behalf of the limited partnership by authority of the partners and the General Partner acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership by it and by the General Partner voluntarily executed.

Stephen J. Clark Notary Public



EXHIBIT "A"

LEGAL DESCRIPTION:

A parcel of land situated in the South Half of Section 15, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa; Commencing at the Center of said Section 15 and then at the following courses and distances: Thence N 89° 28' 05" E 87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28' 05" W 87.00', Thence S 89° 59' 15" W 233.00', Thence N 0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to the true point of beginning. Said parcel of land contains 1.61 acres more or less.

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EXHIBIT A-1

The private road is legally described as a 24 foot wide private street located in the South one-half of Section 15, Township 74 North, Range 44 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa, the centerline of said street easement being described as follows:

Beginning at a point on the Easterly R.O.W. line of South 31st Street, 27 feet South of the East-West centerline of said Section 15; thence Easterly and parallel with the East-West centerline of said Section 15 for 983 feet, thence deflecting 45° to the right (Southeasterly) for 103.24 feet to a point 100 feet South of the said East-West centerline; thence Easterly and parallel with the East-West centerline for 320 feet and terminating at a point 1376 feet Easterly from the Easterly R.O.W. line of South 31st Street.

88 24850

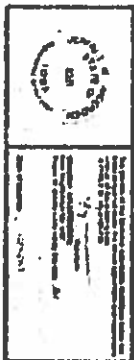
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As to Exhibits A2, A3, A4, A5, A6, A7, A8, A9, A10, P1, M1, M2, E1, E2, G1, these drawing is not to scale due to a reduction from 24X36 in. to 8 1/2 X 14 in. for recording purposes. For a scale drawing, refer to original plans with the developer.

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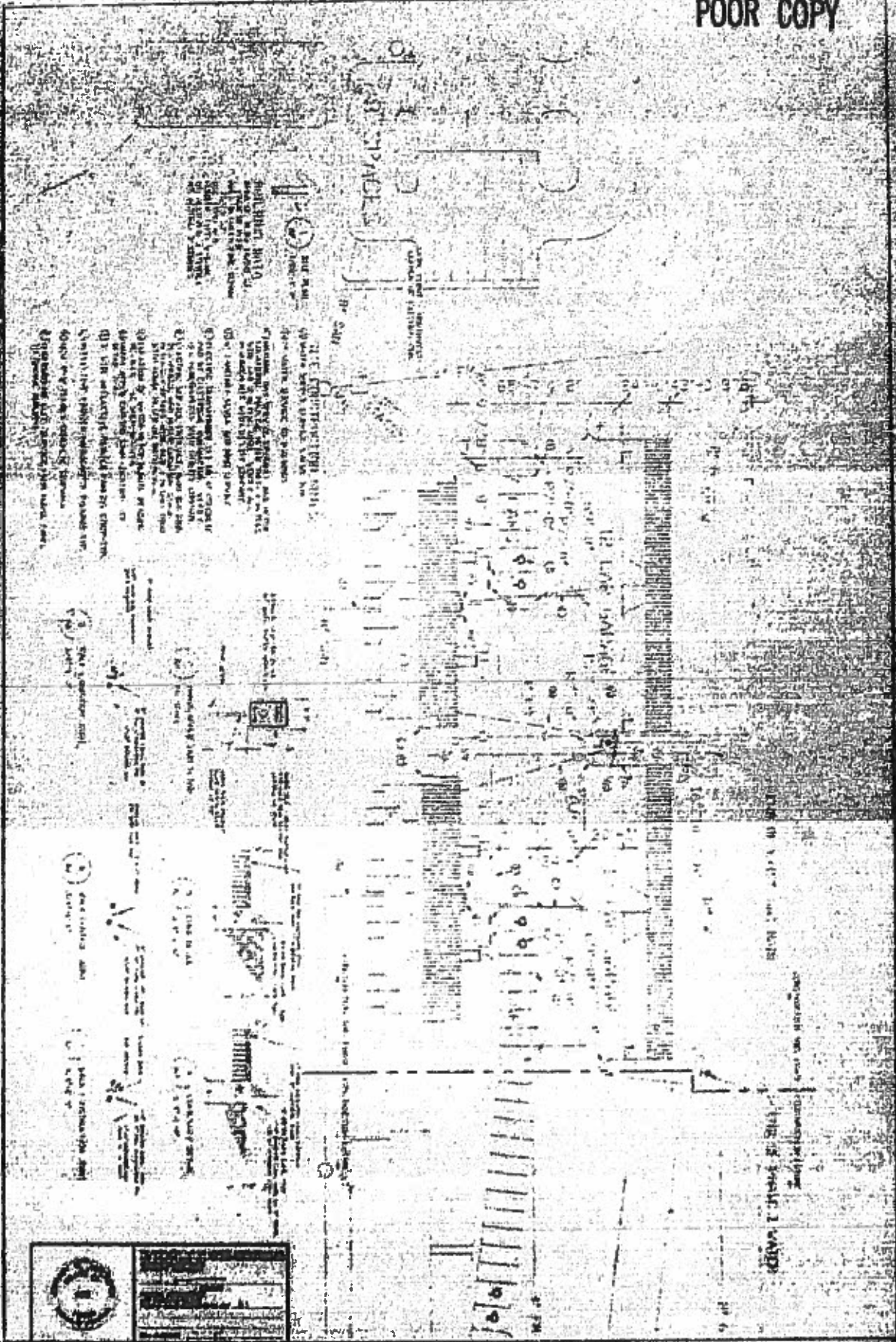
FROM THE RECORDS OF THE
 DISTRICT OF COLUMBIA
 DEPARTMENT OF PUBLIC WORKS
 DIVISION OF RECORDS AND COMMUNICATIONS
 1100 PENNSYLVANIA AVENUE, N.W.
 WASHINGTON, D.C. 20004
 DATE: 08/11/2011
 TIME: 11:11 AM
 FILE NO: 100-107100-1000
 PAGE NO: 1000



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EXHIBIT "A-2"

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Scale 1/4" = 1'-0"

1. CONCRETE

2. BRICK

3. METAL

4. WOOD

5. ASPHALT

6. GRAVEL

7. SAND

8. SOIL

9. WATER

10. AIR

11. LIGHT

12. SOUND

13. HEAT

14. COOLING

15. WIND

16. RAIN

17. SNOW

18. ICE

19. FOG

20. MIST

21. CLOUDS

22. STARS

23. MOON

24. SUN

25. PLANETS

26. GALAXIES

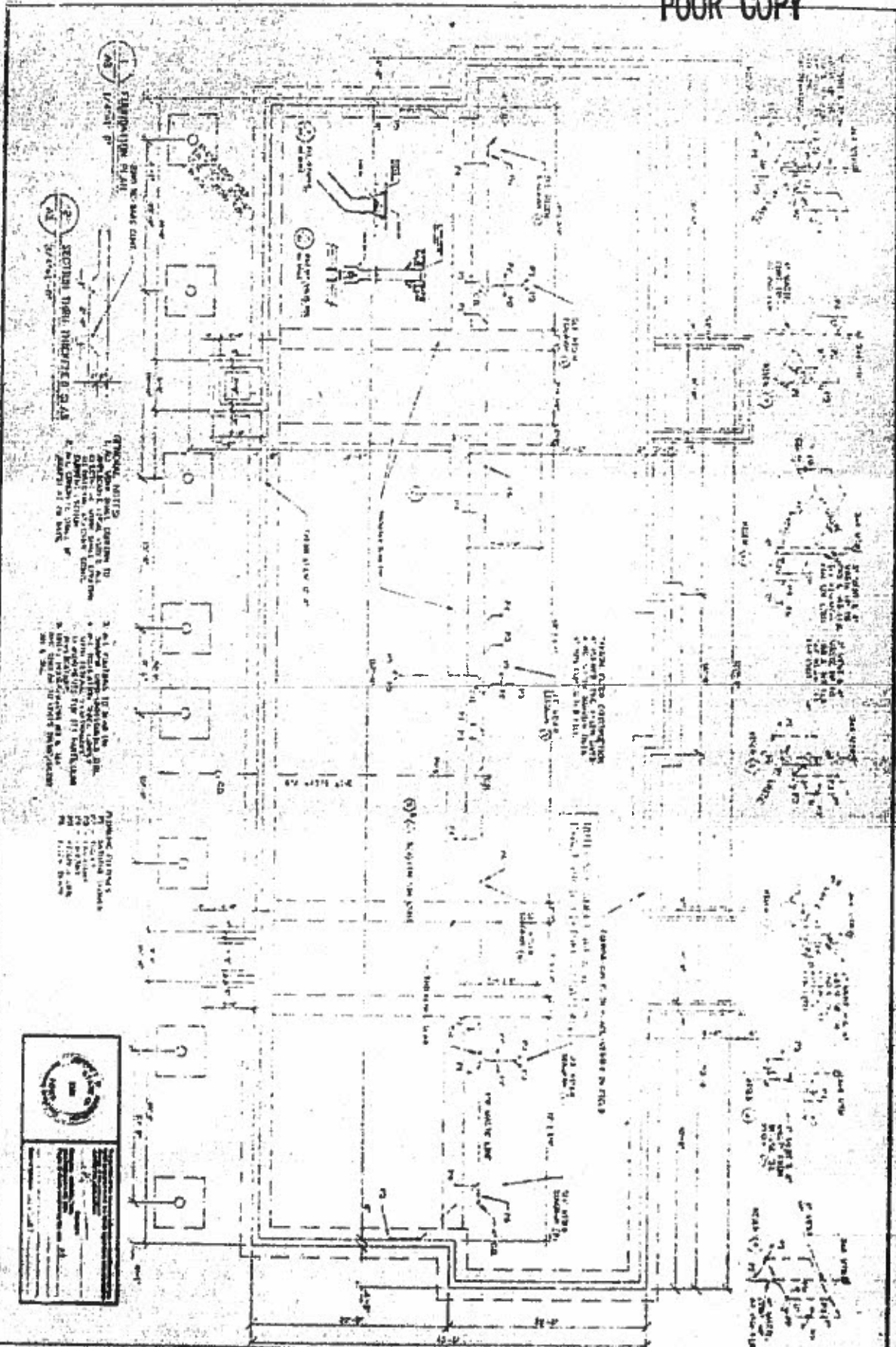
27. UNIVERSE



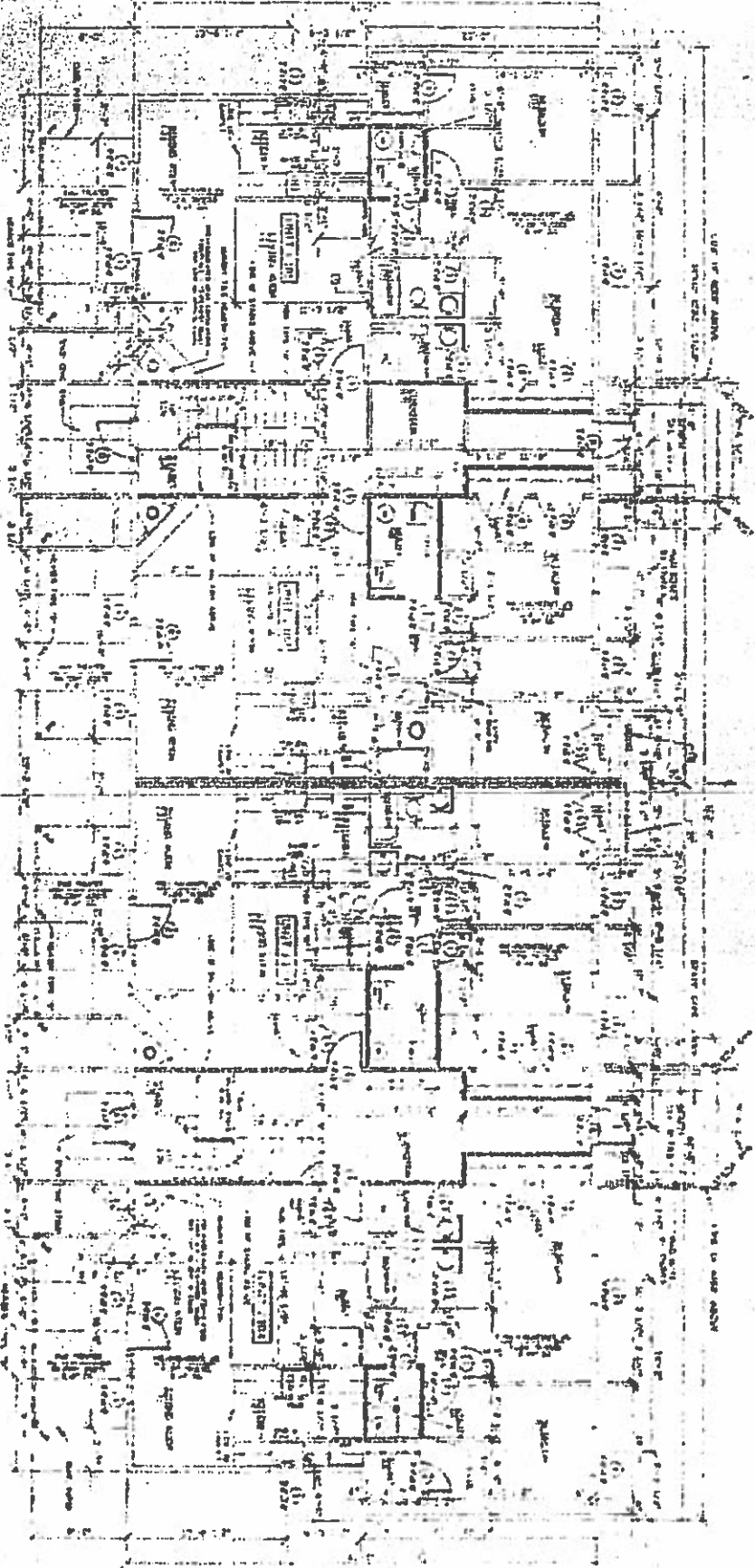
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EXHIBIT "A-3"

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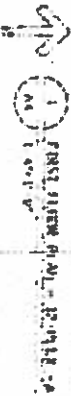


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NOTES:

1. ALL DIMENSIONS SHOWN SHALL BE IN FEET AND INCHES.
2. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF WALLS UNLESS OTHERWISE NOTED.
3. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF DOORS UNLESS OTHERWISE NOTED.
4. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF WINDOWS UNLESS OTHERWISE NOTED.
5. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF STAIRS UNLESS OTHERWISE NOTED.
6. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF ELEVATORS UNLESS OTHERWISE NOTED.
7. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF HALLWAYS UNLESS OTHERWISE NOTED.
8. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF CORRIDORS UNLESS OTHERWISE NOTED.
9. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF LOBBIES UNLESS OTHERWISE NOTED.
10. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF RECEPTION AREAS UNLESS OTHERWISE NOTED.
11. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF COMMON AREAS UNLESS OTHERWISE NOTED.
12. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF SERVICE AREAS UNLESS OTHERWISE NOTED.
13. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF STORAGE AREAS UNLESS OTHERWISE NOTED.
14. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF MECHANICAL AREAS UNLESS OTHERWISE NOTED.
15. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF ELECTRICAL AREAS UNLESS OTHERWISE NOTED.
16. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF PLUMBING AREAS UNLESS OTHERWISE NOTED.
17. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF GAS AREAS UNLESS OTHERWISE NOTED.
18. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF TELEPHONE AREAS UNLESS OTHERWISE NOTED.
19. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF CABLE AREAS UNLESS OTHERWISE NOTED.
20. ALL DIMENSIONS SHALL BE TAKEN FROM THE CENTERLINE OF ANTENNA AREAS UNLESS OTHERWISE NOTED.

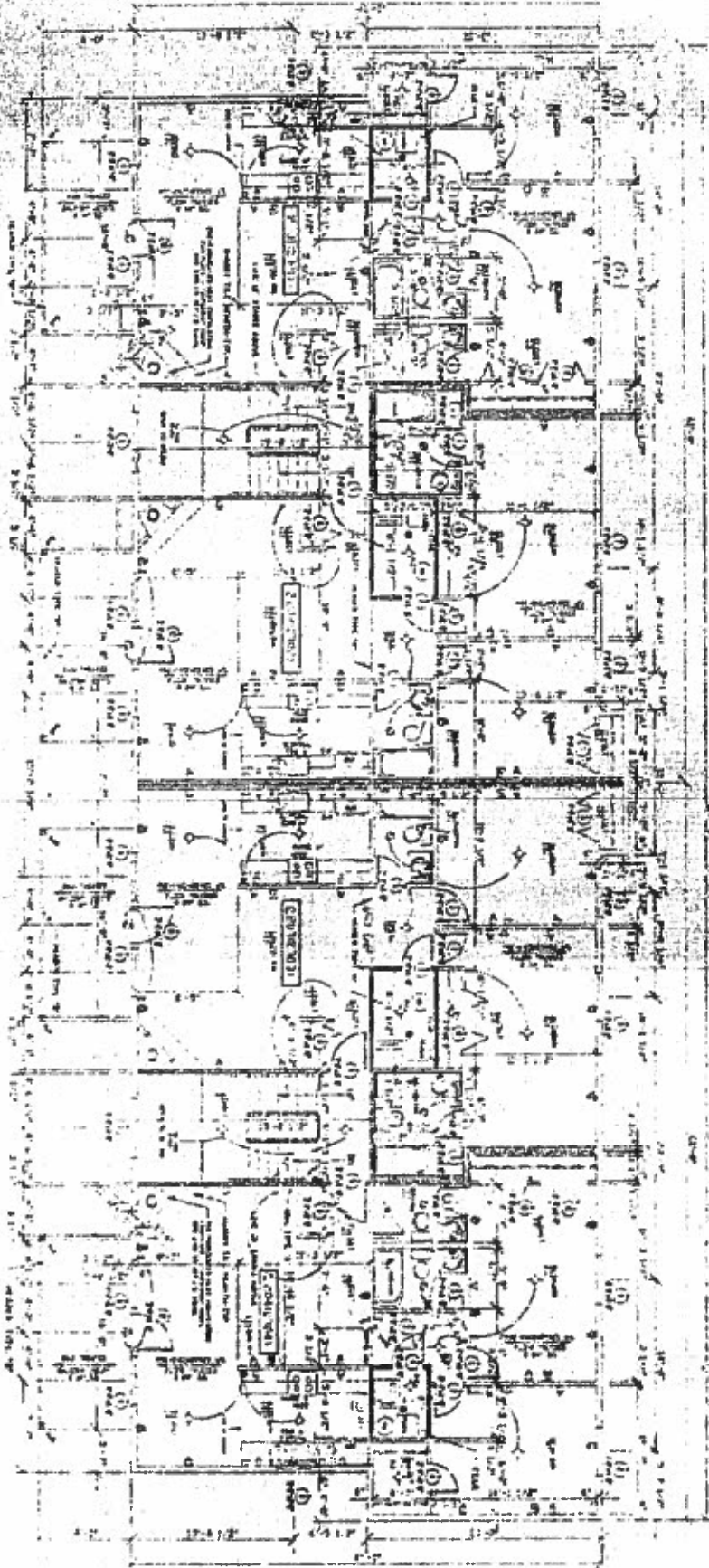



SEE PLAN FOR
 DIMENSIONS OF
 COMMON AREAS
 AND SERVICE AREAS
 AND STORAGE AREAS
 AND MECHANICAL AREAS
 AND ELECTRICAL AREAS
 AND PLUMBING AREAS
 AND GAS AREAS
 AND TELEPHONE AREAS
 AND CABLE AREAS
 AND ANTENNA AREAS

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EXHIBIT A-5

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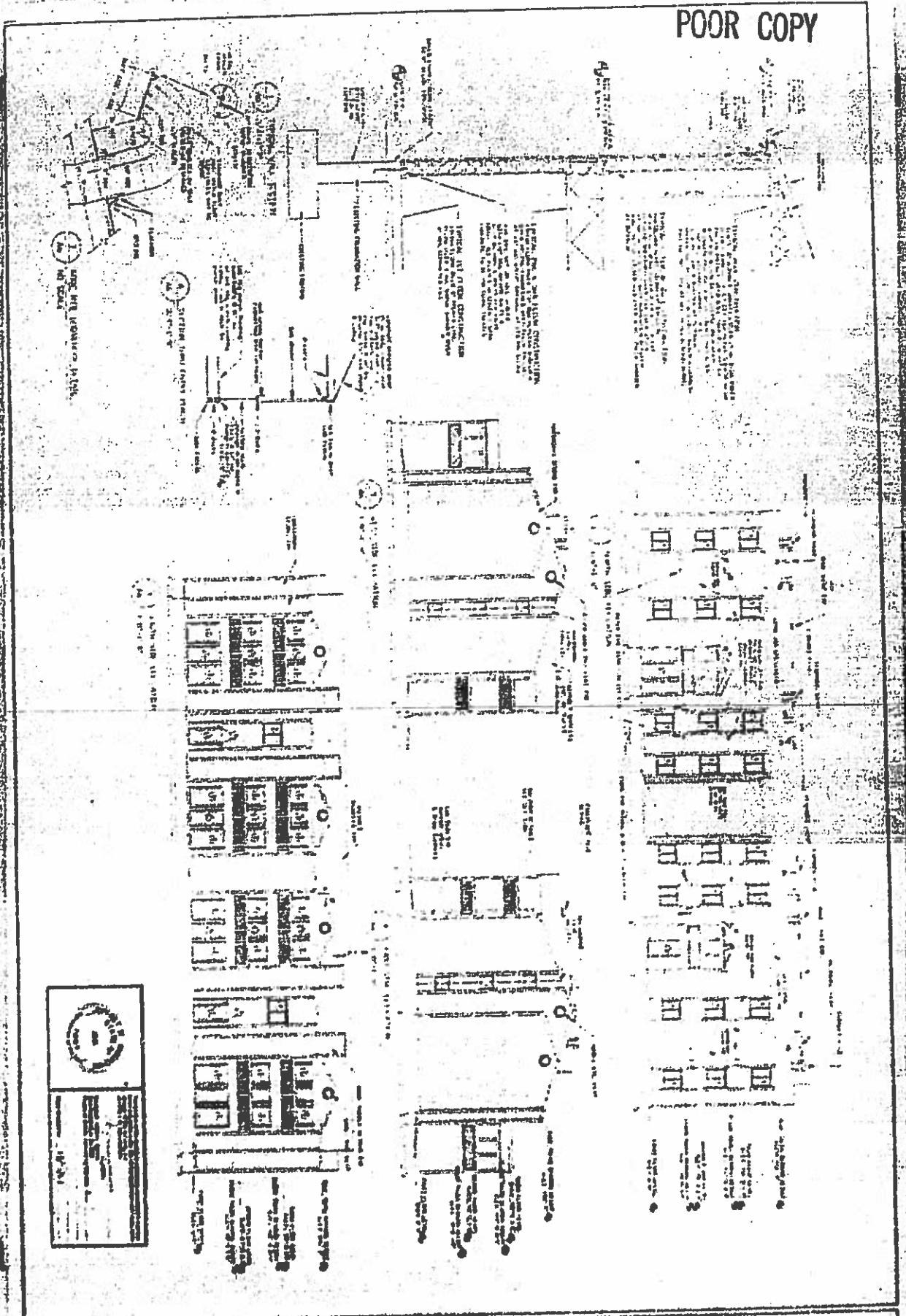

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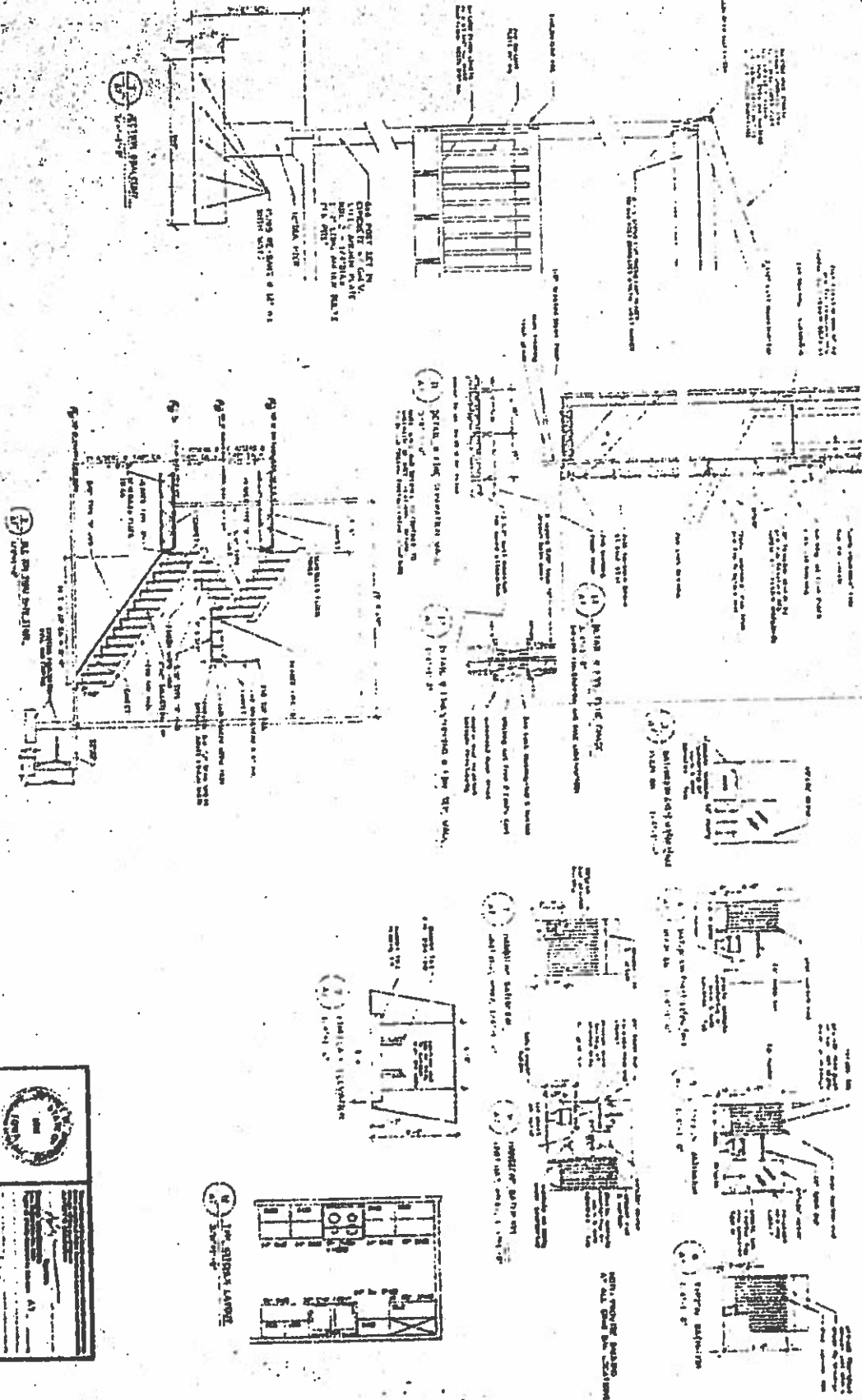
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EXHIBIT A-6

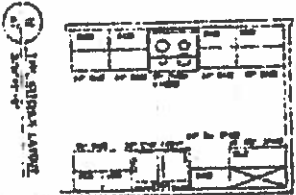
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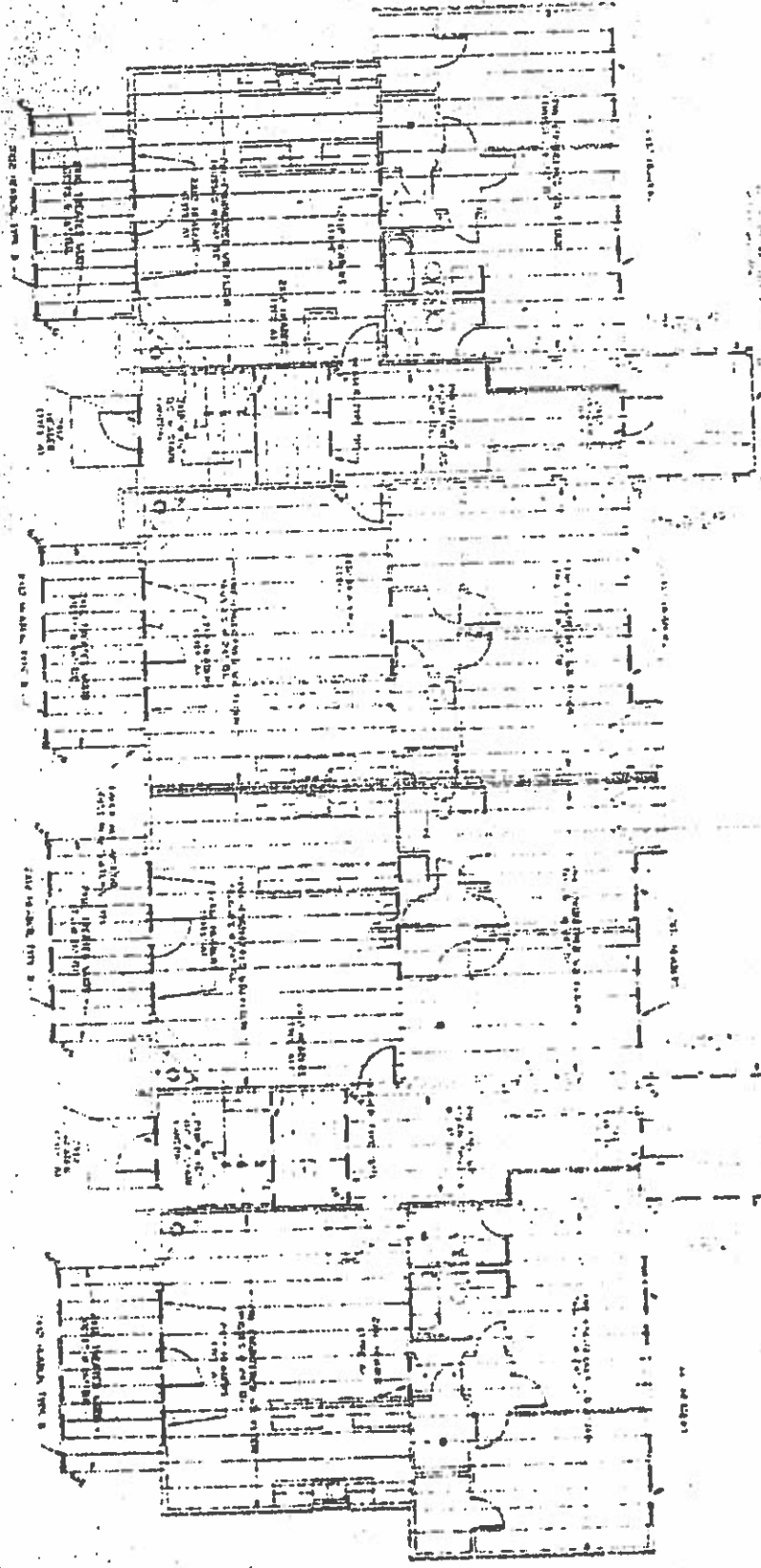
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EXHIBIT A-9

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ALL RIGHTS RESERVED BY THE ARCHITECT.
 NO PART OF THIS DRAWING MAY BE REPRODUCED OR TRANSMITTED IN ANY FORM OR BY ANY MEANS, ELECTRONIC OR MECHANICAL, INCLUDING PHOTOCOPYING, RECORDING, OR BY ANY INFORMATION STORAGE AND RETRIEVAL SYSTEM, WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.
 ARCHITECT: [Name/Logo]
 DATE: [Date]



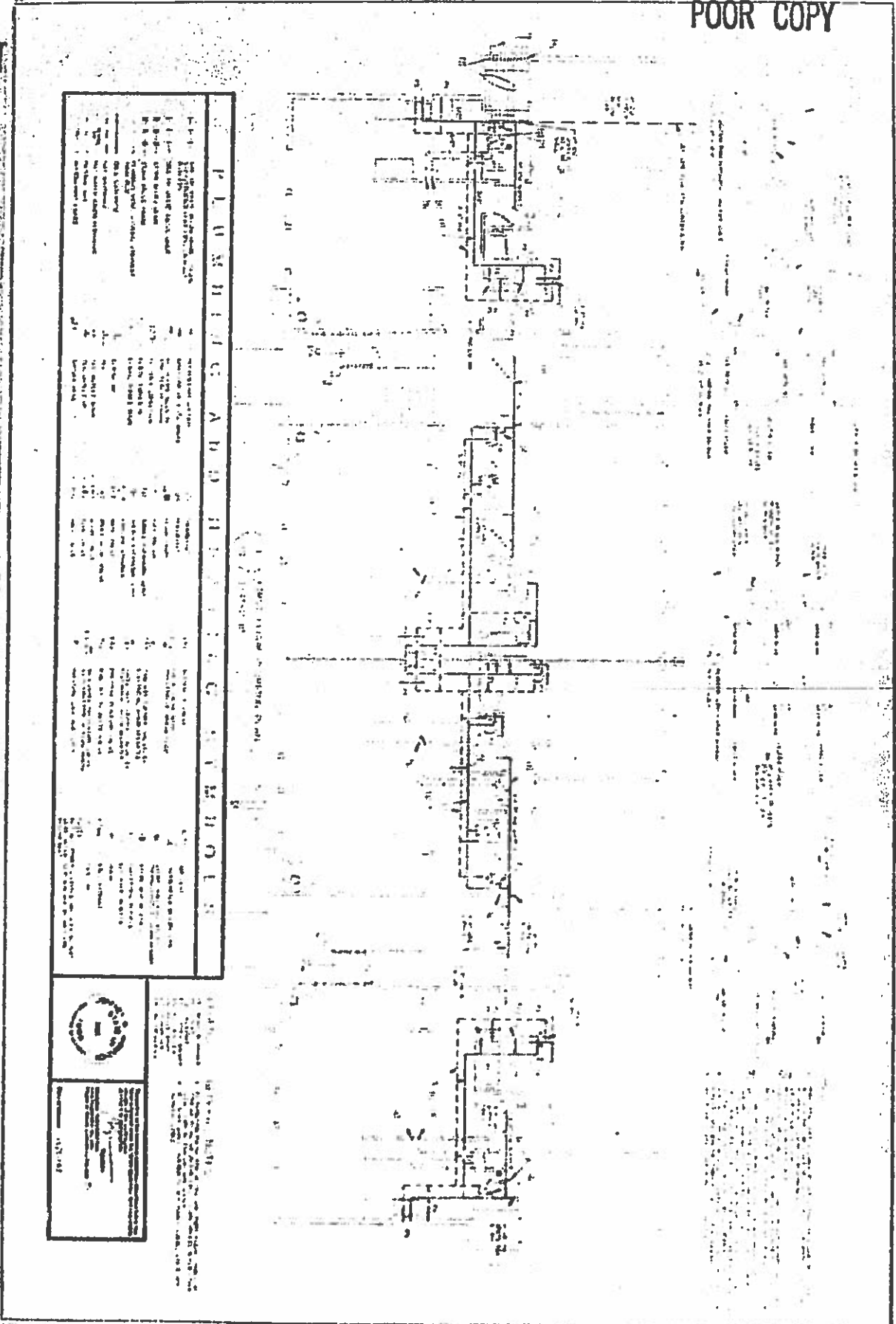
1000 BROADWAY, SUITE 2000
 NEW YORK, NY 10018
 TEL: (212) 512-1234
 FAX: (212) 512-5678

DRAWING NO. [Number]
 SHEET NO. [Number]

88 24858

1000 BROADWAY APARTMENTS
 NEW YORK, NY 10018

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PLUMBING AND ELECTRICAL DETAILS

Legend:

1. 1/2" Dia. Cold Water	2. 1/2" Dia. Hot Water	3. 1/2" Dia. Gas	4. 1/2" Dia. Sewer
5. 1/2" Dia. Rain	6. 1/2" Dia. Storm	7. 1/2" Dia. Vent	8. 1/2" Dia. Eave
9. 1/2" Dia. Downspout	10. 1/2" Dia. Gutter	11. 1/2" Dia. Sill	12. 1/2" Dia. Apron
13. 1/2" Dia. Sill	14. 1/2" Dia. Apron	15. 1/2" Dia. Sill	16. 1/2" Dia. Apron
17. 1/2" Dia. Sill	18. 1/2" Dia. Apron	19. 1/2" Dia. Sill	20. 1/2" Dia. Apron
21. 1/2" Dia. Sill	22. 1/2" Dia. Apron	23. 1/2" Dia. Sill	24. 1/2" Dia. Apron

NOTES:

1. See mechanical drawings for details of all plumbing fixtures.

2. All plumbing fixtures shall be installed in accordance with the latest edition of the International Plumbing Code.

3. All electrical work shall be in accordance with the latest edition of the National Electrical Code.

4. All work shall be done in accordance with the approved construction documents.

5. The contractor shall be responsible for obtaining all necessary permits.

6. The contractor shall be responsible for the accuracy of the field measurements.

7. The contractor shall be responsible for the protection of all existing work.

8. The contractor shall be responsible for the safety of all workers.

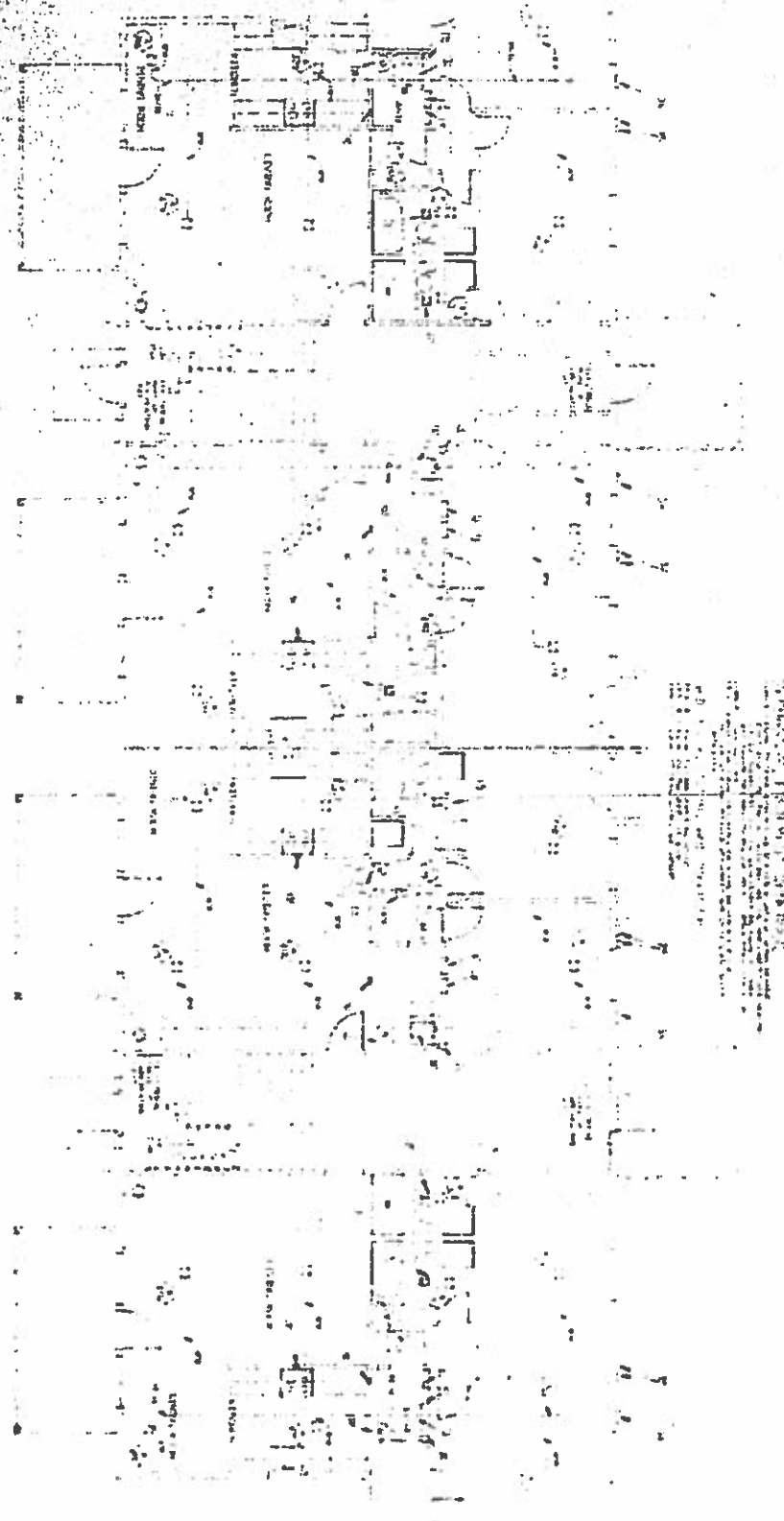
9. The contractor shall be responsible for the cleanup of all work areas.

10. The contractor shall be responsible for the removal of all debris.



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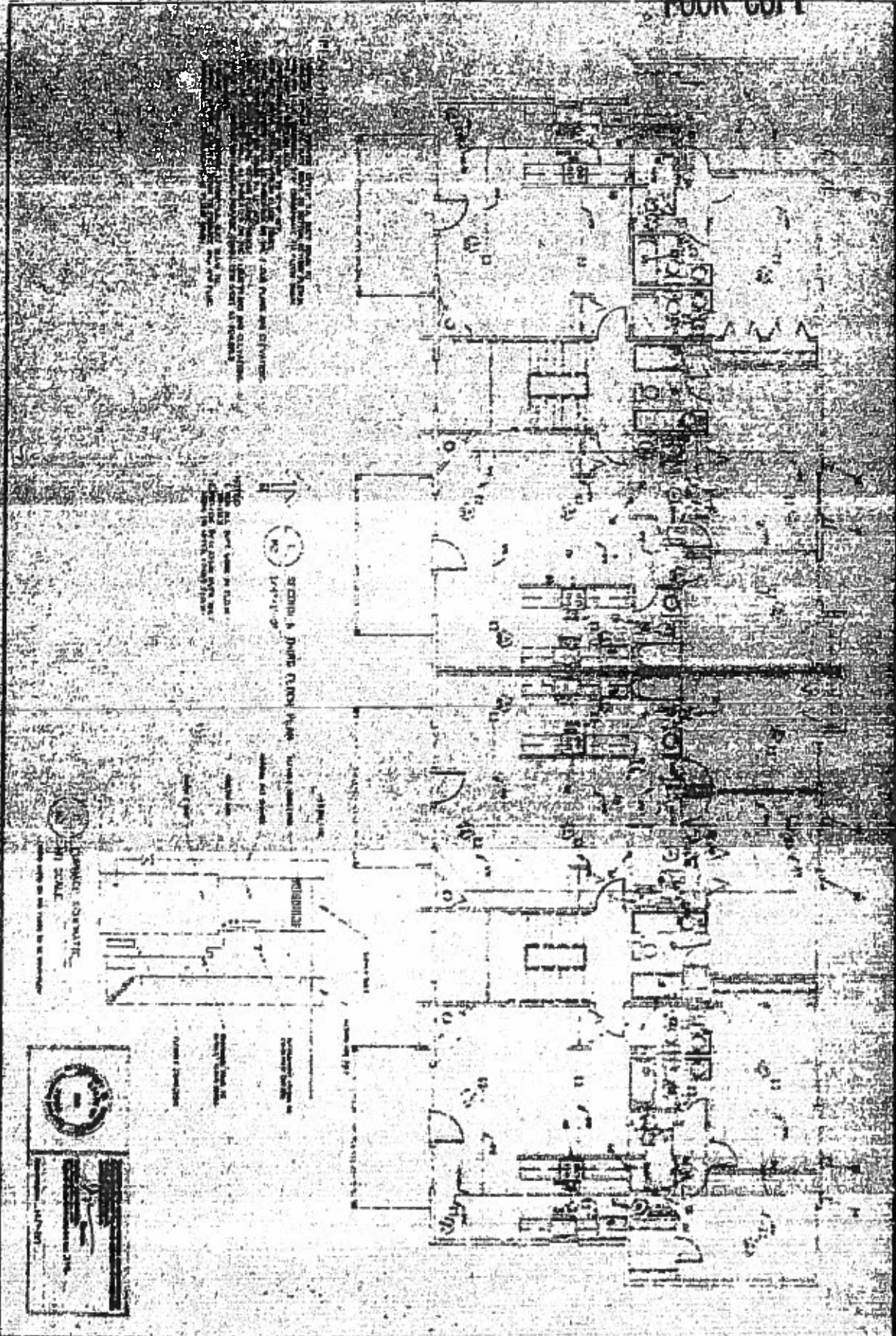
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COMPARED

POOR COPY

FIGURE M-2



NOTE: THE ABOVE PLAN IS A REPRODUCTION OF THE ORIGINAL DRAWING AND IS NOT TO BE USED FOR CONSTRUCTION PURPOSES. ANY CHANGES TO THE ORIGINAL DRAWING MUST BE APPROVED BY THE ARCHITECT.

SECTION & PART CLERK NAME
 DATE: 1/1/70



SCALE
 1/4" = 1'-0"



ARCHITECT

ENGINEER

1000 K Street, N.W.
 Washington, D.C. 20004

NO. 1000

NO. 1000

NO. 1000

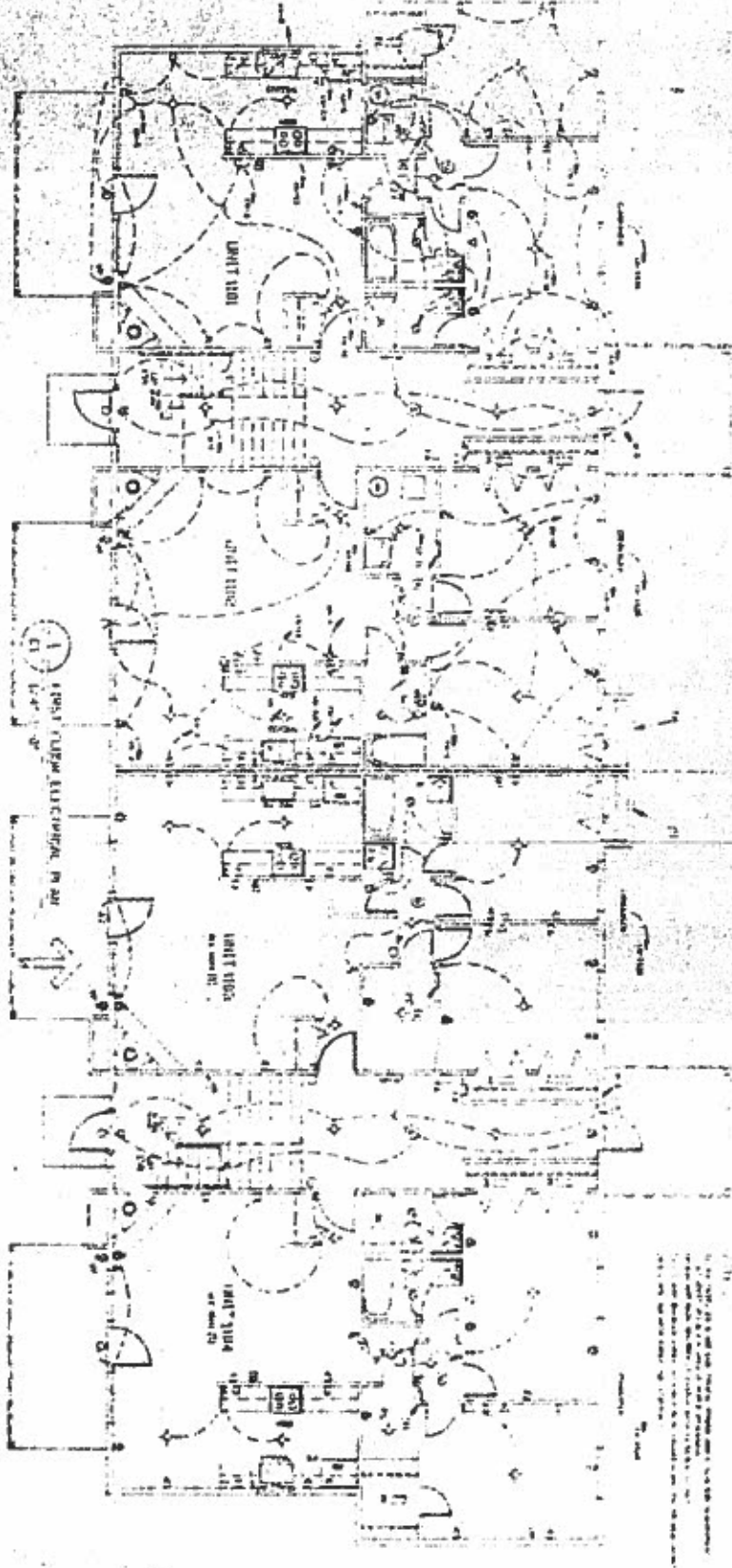
TOWNSHIP OF...
 COUNCIL BLUFFS, IOWA

NO. 1000

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ELECTRICAL SYMBOLS LEGEND

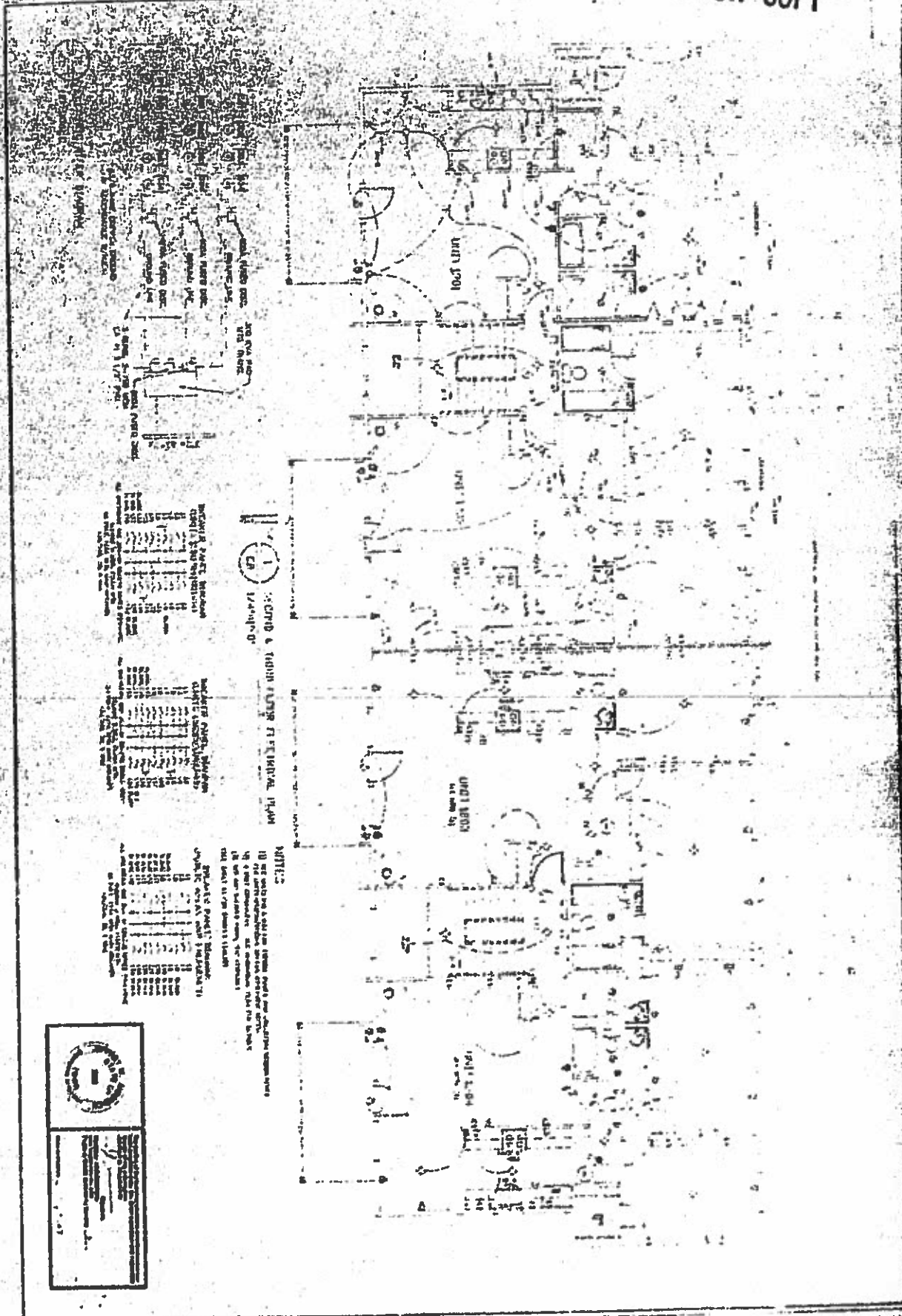
- 1. GENERAL SYMBOLS
 - 1.1. GENERAL SYMBOLS FOR ELECTRICAL EQUIPMENT
 - 1.2. GENERAL SYMBOLS FOR ELECTRICAL WIRING
 - 1.3. GENERAL SYMBOLS FOR ELECTRICAL PANELS
 - 1.4. GENERAL SYMBOLS FOR ELECTRICAL CONNECTIONS
- 2. SPECIFIC SYMBOLS
 - 2.1. SPECIFIC SYMBOLS FOR ELECTRICAL EQUIPMENT
 - 2.2. SPECIFIC SYMBOLS FOR ELECTRICAL WIRING
 - 2.3. SPECIFIC SYMBOLS FOR ELECTRICAL PANELS
 - 2.4. SPECIFIC SYMBOLS FOR ELECTRICAL CONNECTIONS



COMPARED

EXHIBIT E-2

POOR COPY



SECTION 1: DOOR & WINDOW FINISHES

1.01	DOOR	WOOD
1.02	WINDOW	WOOD
1.03	DOOR	WOOD
1.04	WINDOW	WOOD
1.05	DOOR	WOOD
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1.20	WINDOW	WOOD

SECTION 2: DOOR & WINDOW FINISHES

2.01	DOOR	WOOD
2.02	WINDOW	WOOD
2.03	DOOR	WOOD
2.04	WINDOW	WOOD
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2.20	WINDOW	WOOD

SECTION 3: DOOR & WINDOW FINISHES

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3.02	WINDOW	WOOD
3.03	DOOR	WOOD
3.04	WINDOW	WOOD
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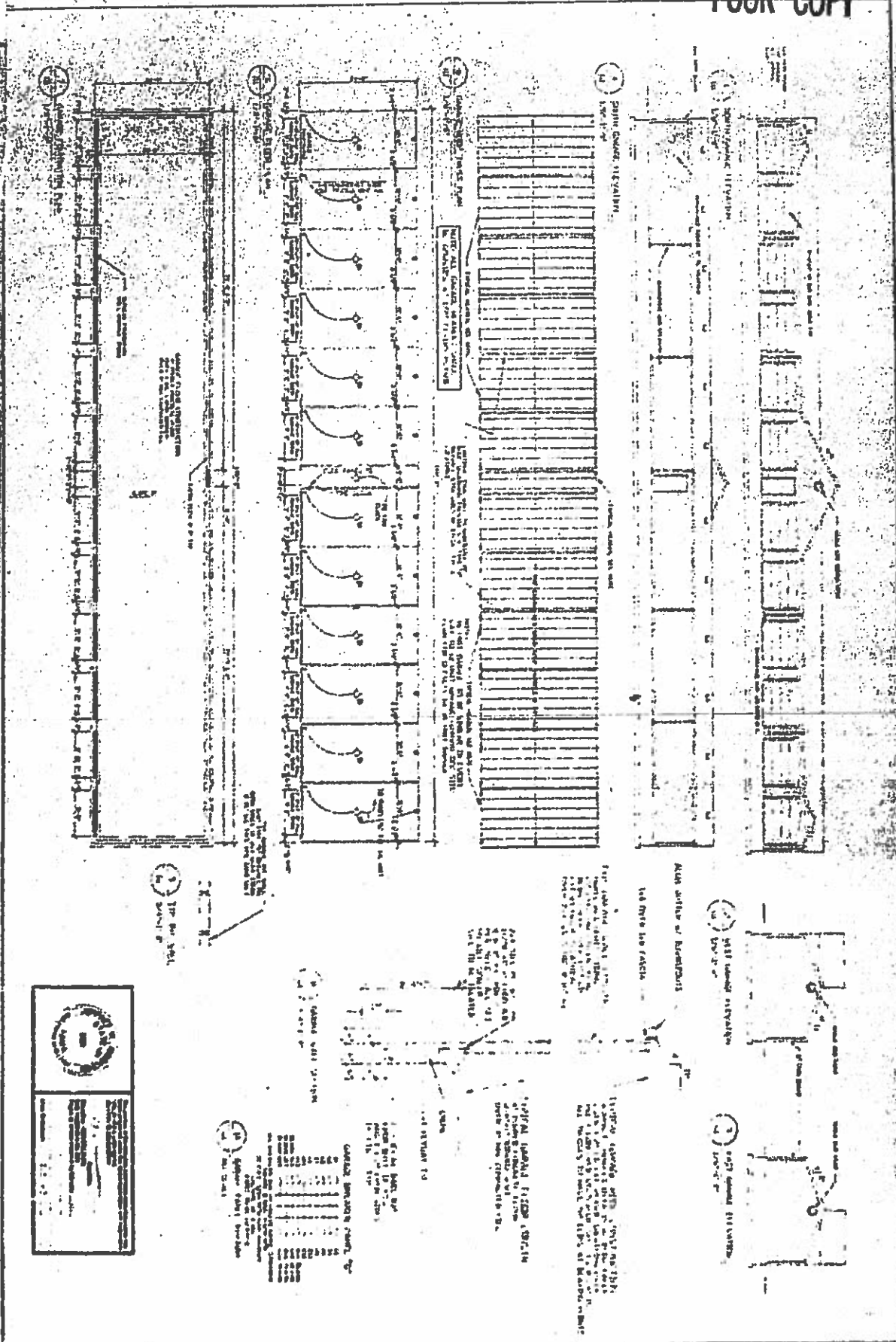


NOTES:
 1. SEE SECTION 1 FOR FINISHES
 2. SEE SECTION 2 FOR FINISHES
 3. SEE SECTION 3 FOR FINISHES
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 20. SEE SECTION 20 FOR FINISHES

COMPARED

EXHIBIT G-1

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83 24866

TURZIGRADE APARTMENTS
COUNCIL BLUFFS, IOWA

EXHIBIT C-1
CERTIFICATE OF ENGINEER

COMPARED

I, Darrel Dangberg, hereby certify that Exhibits "A-2", "A-3", "A-4", "A-5", "A-6", "A-7", "A-8", "A-9", "A-10", "P-1", "M-1", "M-2", "E-1", "E-2", "G-1", are copies of the plans for the building and said improvements to be located on property legally described as:

A parcel of land situated in the South Half of Section 15, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa; Commencing at the Center of said Section 15 and then at the following courses and distances: Thence N 89° 28' 05" E 87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28' 05" W 87.00', Thence S 89° 59' 15" W 233.00', Thence N 0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to the true point of beginning. Said parcel of land contains 1.61 acres more or less,

in the Horizontal Property Regime known as Turnbridge Condominiums; that said exhibits show graphically, insofar as reasonably possible, particulars of the building and of the site improvements; that I am a registered engineer authorized and licensed to practice in the State of Iowa under Registration No. LS-5245.

Dated this 13th day of MAY, 1988.

Darrel Dangberg
Darrel Dangberg

Subscribed and sworn to before me this 13 day of _____, 1988.

Richard D. Gray
Notary Public



88 24867

COMPARED

AGREEMENT

AGREEMENT made this 3rd day of May, 1988,
between Scottish Links, Inc. of the City of Council Bluffs,
Pottawattamie County, Iowa, and Turnbridge Limited Partnership,
an Iowa Limited Partnership, of the City of Council Bluffs,
Pottawattamie County, Iowa.

RECITALS

1. The parties have an interest in adjoining real estate situated in the City of Council Bluffs, County of Pottawattamie, State of Iowa, and described respectively as follows: Turnbridge Limited Partnership is the owner of:

A parcel of land situated in the South Half of Section 15, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa; Commencing at the Center of said Section 15 and then at the following courses and distances: Thence N 89° 28' 05" E 87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28' 05" W 87.00', Thence S 89° 59' 15" W 233.00', Thence N 0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to the true point of beginning. Said parcel of land contains 1.61 acres more or less.

Scottish Links, Inc. is the owner of property legally described as:

That part of the NE $\frac{1}{4}$ SW $\frac{1}{4}$ East of South 31st Street, except above property owned by Turnbridge Limited Partnership; and that part of the NW $\frac{1}{4}$ SE $\frac{1}{4}$ West of South 26th Street, except the above property owned by Turnbridge Limited Partnership; and that part of the SW $\frac{1}{4}$ SE $\frac{1}{4}$ West of South 26th Street and North of 55th Avenue; and that part of the SE $\frac{1}{4}$ SW $\frac{1}{4}$ East of 31st Street and North of 55th Avenue, all in Section 15, Township 74 North, Range 44 West of the Fifth P.M., located in the City of Council Bluffs, Pottawattamie County, Iowa.

2. The parties to this Agreement desire to create an easement for ingress and egress across a private road across the above-described adjoining lots owned by them for the benefit of

COMPARED

each of them. The private road is legally described as a 24 foot wide private street located in the South one-half of Section 15, Township 74 North, Range 44 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa, the centerline of said street easement being described as follows:

Beginning at a point on the Easterly R.O.W. line of South 31st Street, 27 feet South of the East-West centerline of said Section 15; thence Easterly and parallel with the East-West centerline of said Section 15 for 983 feet, thence deflecting 45° to the right (Southeasterly) for 103.24 feet to a point 100 feet South of the said East-West centerline; thence Easterly and parallel with the East-West centerline for 320 feet and terminating at a point 1376 feet Easterly from the Easterly R.O.W. line of South 31st Street.

THE PARTIES HEREBY AGREE AS FOLLOWS:

SECTION I

CONVEYANCE OF EASEMENT

The parties to this Agreement hereby agree to grant and convey a reciprocal easement over and across the afore-described private street for the purpose of having access to such part or portion of the lands and premises afore-described of the parties herein and to use as a means of ingress and egress to and from the above-described adjoining properties.

SECTION II

MAINTENANCE AND REPAIRS

The parties agree to maintain and repair their portion of the private street which lies upon their respective properties as legally described above. The parties agree to maintain said private road in reasonably good repair and to keep the private street reasonably free and clear of debris, snow and ice.

COMPARED

SECTION III

EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall enure to the benefit of the parties hereto, their heirs, successors or assigns.

SECTION IV

INGRESS AND EGRESS DEFINED

The above private road is to be used strictly for ingress and egress and shall not be used for parking. Removal of parked cars on said easement may be performed by either party at the vehicle owner's expense.

SECTION V

INDEMNITY

Each of the parties agree to indemnify the other against all liability for injury to himself or others or damage to his property when such injury or damage shall result from, arise out of or be attributable to any maintenance or repair or failure to maintain or repair said private street in accordance with this Agreement. Said indemnity shall include, but not be limited to, the payment for reasonable attorney fees.

IN WITNESS WHEREOF, I have hereto set my hand this 3rd day of May, 1988.

TURNBRIDGE LIMITED PARTNERSHIP

BY: [Signature]

Partner

SCOTTISH LINKS, INC.

BY: [Signature]

(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)

COMPARED

STATE OF IOWA)
POTTAWATTAMIE COUNTY) SS

On this 3rd day of May, 1988, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Stephen M. Mitchell to me known to be the identical person(s) named in and who executed the within and foregoing instrument and acknowledged that executed the same as _____ voluntary act and deed.

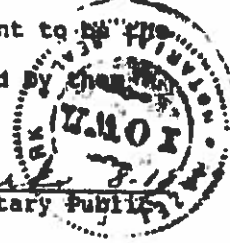
Hazel E. Clark
Notary Public



STATE OF IOWA)
POTTAWATTAMIE COUNTY) SS

On this 3rd day of May, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared _____ and Craig M. Mitchell to me personally known, who, being by me duly sworn, did say that they are the _____ and Vice President, respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) OR (the seal affixed thereto is the seal of said) corporation; that said instrument was signed (and sealed) on behalf of said corporation by authority of its Board of Directors; and that the said Stephen M. Mitchell and Craig M. Mitchell as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by _____ voluntarily executed.

Hazel E. Clark
Notary Public



1222 Fee 25⁰⁰

COMPARED

FIRST SUPPLEMENTAL DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME FOR
TURNBRIDGE CONDOMINIUMS

Turnbridge Limited Partnership, an Iowa limited partnership, with its principal place of business in Council Bluffs, Pottawattamie County, Iowa (referred to hereinafter as DEVELOPER), executes this First Supplemental Declaration of Submission of Property to the Horizontal Property Regime known as Turnbridge Condominiums, all pursuant to Chapter 499B, Code of Iowa, and pursuant to the original Declaration of Submission of Property to Horizontal Property Regime filed on the 19th day of May, 1988, in Book 88, Page 24830, in the office of the Pottawattamie County Recorder.

1. Pursuant to the reserved rights of the Developer (in general, see Article V, VI, and X), the Developer has constructed and hereby submits to the condominium regime one additional 12-plex designated as 12-Plex B consisting of 12 units and the specific number of bedrooms, dens, living rooms, dining rooms, kitchens, bathrooms, storage, closets, patios or decks, and the interior stairways and corridors are shown in the first floor plan and the second and third floor plans which are shown as Exhibit "A-11" and "A-12" respectively, which are attached hereto and incorporated by reference. Twelve-Plex B is identical in all respects to 12-Plex A except for the apartment numbers. In addition to the 12-plex are 12 additional garage units. The garage plans, elevations and details are identical to that shown at Exhibit "G-1" attached to the original Declaration.

2. The location of 12-Plex B and the 12 additional garage units are shown on the original site or plot plan attached as Exhibit "A-2" on the original Declaration.

3. The principal materials used will be identical to those used for 12-Plex A as shown in the original Declaration.

4. The common elements for 12-Plex B are shown in the attached exhibits and exhibits for 12-Plex A. Attached hereto as Exhibit "C-2" is the Certificate of Engineer certifying the plans and exhibits.

STATE OF IOWA, Pottawattamie County
Filed for record on Aug day of 1988
at 1:10 o'clock A M and 1988/114
in book 89 page 2331

John Spertino
Recorder

COMPARED

5. Incorporated with this Supplemental Declaration are all the terms and conditions as set forth in the original Declaration.

IN WITNESS WHEREOF this agreement has been duly executed by the Developer and the undersigned interested parties on this 13 day of June, 1988.

TURNBRIDGE LIMITED PARTNERSHIP, an Iowa Limited Partnership

BY: Stephen A. McIntosh A Partner

STATE OF IOWA)
POTTAWATTAMIE COUNTY) SS

On this 13 day of June, 1988, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Stephen McIntosh, to me personally known, who, being by me duly sworn did say that he is one of the partners of Turnbridge Limited Partnership, an Iowa Limited Partnership, and that said instrument was signed on behalf of the limited partnership by authority of the partners and the General Partner acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership by it and by the General Partner voluntarily executed.



[Signature]
Notary Public
E. J. [Signature] 1990

COMPARED

EXHIBIT A-11

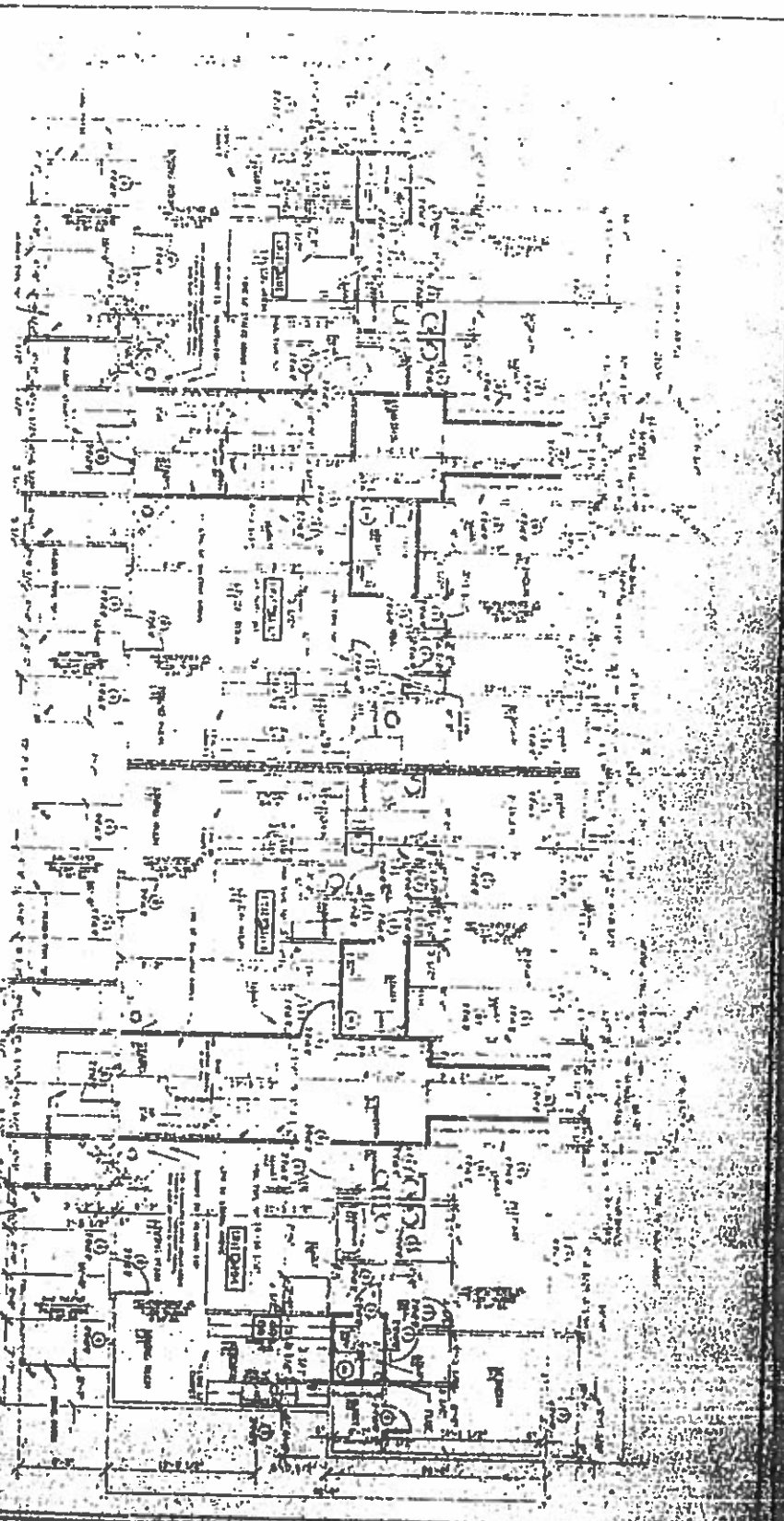
NOTE: THIS DRAWING IS A REPRODUCTION OF A DRAWING WHICH WAS ON FILE IN THE OFFICE OF THE DISTRICT ATTORNEY, DISTRICT OF COLUMBIA, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE DISTRICT ATTORNEY.

1. 1987 FLOOR PLAN - N-1111-2P

REPRODUCED FROM THE ARCHIVES OF THE DISTRICT OF COLUMBIA, OFFICE OF THE DISTRICT ATTORNEY, AND IS NOT TO BE USED FOR ANY OTHER PURPOSE WITHOUT THE WRITTEN PERMISSION OF THE DISTRICT ATTORNEY.

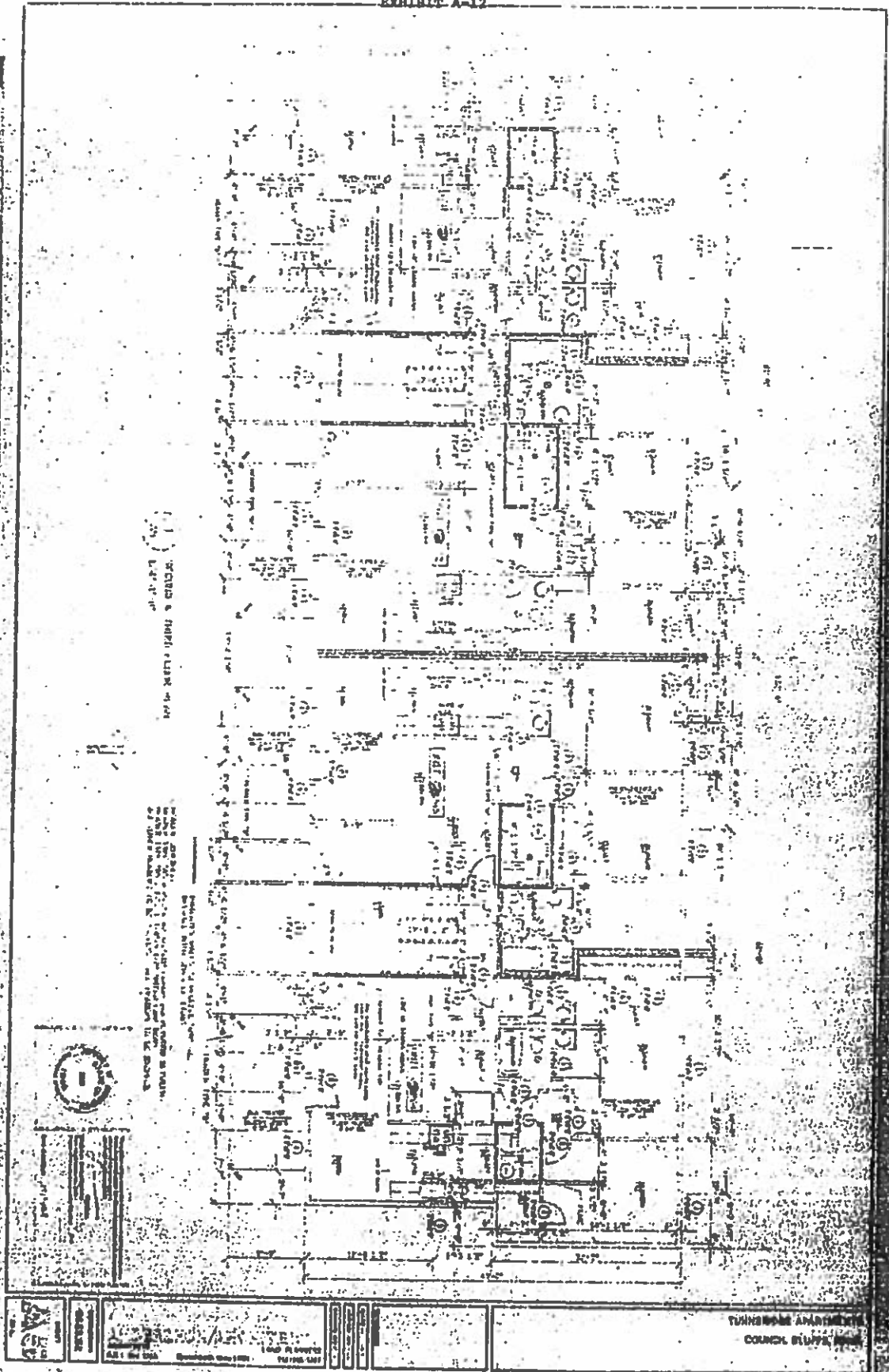


OFFICE OF THE DISTRICT ATTORNEY
DISTRICT OF COLUMBIA
1100 PENNSYLVANIA AVENUE, N.W.
WASHINGTON, D.C. 20004
TEL: 202-725-5000
FAX: 202-725-5001



COMPARED

EXHIBIT A-12



SECTION 5 NORTH PLUMB LINE

SECTION 6 NORTH PLUMB LINE

	TUNINGHAM ARCHITECTS	1000 WEST 10TH STREET DES MOINES, IOWA 50319
ARCHITECTS	REGISTERED ARCHITECTS	STATE OF IOWA

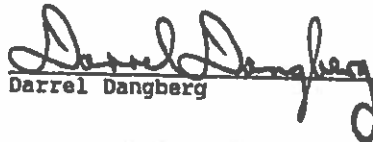
TUNINGHAM ARCHITECTS
COUNCIL BLUFFS, IOWA

COMPARED

EXHIBIT C-2
CERTIFICATE OF ENGINEER

I, Darrel Dangberg, hereby certify that Exhibits "A-11" and "A-12," are copies of the plans for the additional 12-Plex B and said improvements to be located on property legally described in the original Declaration, which have been added to the Horizontal Property Regime known as Turnbridge Condominiums; that said exhibits show graphically, insofar as reasonably possible, the particulars of the added improvements. The garage plans for the additional 12 garage units are identical to the garage plans, elevations, and details shown at Exhibit "G-1" of the original Declaration. I further state that I am a registered engineer authorized and licensed to practice in the State of Iowa under Registration No. LS-5245.

Dated this 8th day of JUNE, 1988.


Darrel Dangberg

Subscribed and sworn to before me this 8th day of June, 1988.




Notary Public