

162
3078
BW



Doc ID: 019815150032 Type: GEN
Recorded: 04/25/2007 at 02:07:34 PM
Fee Amt: \$162.00 Page 1 of 32
Polk County Iowa
JULIE M. HAGGERTY RECORDER
File# 2007-00089776

BK 12162 PG 841-872

RETURN TO:

Prepared by Springwood Townhomes Association, Board of Directors, 3001 SE Turnberry Drive, Ankeny,
IA 50021 515-965-1089

**AMENDED DECLARATION OF COVENANTS,
CONDITIONS AND RESTRICTIONS
OF
SPRINGWOOD TOWNHOMES ASSOCIATION**

WHEREAS, THE SPRINGWOOD TOWNHOMES ASSOCIATION IS THE OWNER OF CERTAIN
PROPERTY IN THE COUNTY OF POLK, STATE OF IOWA, WHICH IS MORE PARTICULARLY
DESCRIBED AS:

**SPRINGWOOD PLATS 8 & 9, OFFICIAL PLATS IN ANKENY, POLK
COUNTY,
IOWA**

NOW, THEREFORE, files for record in Polk County, Iowa this AMENDED
DECLARATION OF COVENANTS, CONDITIONS AND RESTRICTIONS OF
SPRINGWOOD TOWNHOMES ASSOCIATION as the amended document for the
Association's original COVENANTS that were filed on the 2nd of May 2001 by
Clifford S. Swartz, attorney and David Jones and Kenneth L. Smith.

*Book 8800
Page 949*

**ARTICLE I
DEFINITIONS**

**Section 1. "Association" shall mean and refer to SPRINGWOOD TOWNHOMES
ASSOCIATION, INC., its successors, and assigns.**

**Section 2. "Owner" shall mean and refer to the record owner, whether one or more
persons or entities, of a fee simple title to any Lot, which is a part of the Properties,
except that a vendee in possession under a recorded contract of sale of any Lot shall
be considered the Owner instead of the contract seller.**

Section 3. “Properties” shall mean and refer to that certain real property hereinbefore described, and such additional real property, which includes Lots, as may hereinafter become subject by covenants of record to assessment by the Association or hereafter become Common Area.

Section 4. “Common Area” shall mean all real property (including the improvements thereon) owned by the Association for the common use and enjoyment of the Owners. The Common Area shall be all portions of the Properties which are not included within a Lot (including paving, sewers and utilities located in the Common Area) and not included within property owned by a municipality or municipal agency.

Section 5. “Lot” shall mean and refer to the numbered Lots as shown upon any recorded subdivision plat within the Properties. In the event any part of the Properties is re-platted and a subsequent subdivision plat is recorded, then “Lot” shall refer to the numbered Lots shown on such subsequently recorded sub-division plat. In no event shall “Lot” include any Common Area.

Section 6. “Association Responsibility Elements” shall mean the following:

- (A) The exterior surface of the residential structure upon a Lot, excluding the windows and doors.**
- (B) The structural portion of the residential structure upon a Lot, except for a deck or other exterior structure.**
- (C) The roof and foundations of the residential structure upon a Lot.**
- (D) Any common wall between residential structures upon Lots, except the interior surfaces thereof; includes the dry wall of the common walls.**
- (E) Driveways, sidewalks, streets and designated parking areas.**
- (F) Conduits, ducts, plumbing, wiring, pipes, and other facilities within the attic or basement of a residential structure.**
- (G) Streetlights**
- (H) Association “planted” trees, shrubs, bushes, flowers; and association maintained rock gardens and decorative rock; and the north and south entrances to the Association properties.**

Section 7. “Owner Responsibility Elements” shall mean the following:

- (A) Permanently installed equipment used for ventilation of the unit, including heating, ventilating, and air conditioning equipment and ducts, as well as the ductwork for bath and cooking exhaust.**
- (B) Appliances used for refrigerating, ventilation, cooking, dishwashing or laundering.**
- (C) In reference to Section 6. (D) on page 2: the Association, while assuming responsibility of repairing/replacing the interior common wall (including the dry-wall), the owner is responsible for paint(ing) wallpaper(ing), texture (ing) or woodwork(ing), etc., pertaining to the interior common wall.**
- (D) In the event a deck or other exterior structure is constructed on any Lot, after obtaining appropriate approval and consent of the Association as set forward in ARTICLE V., and after obtaining all necessary building certificates, the Owner is responsible for all the maintenance of said deck or exterior structure including snow removal.**
- (E) Each homeowner may obtain his or her own insurance to cover casualty losses. Such policy may, but is not required to, include coverage for damage or total loss to floor coverings and appliances used for refrigerating, ventilating, cooking, dishwashing or laundering.**
- (F) Each homeowner is recommended, but not required, to obtain his/her own property and casualty coverage. Each homeowner may obtain coverage from any company or agency offering such coverage.**
- (G) Any and all other items not specifically enumerated as “Association Responsibility Elements”.**

**ARTICLE II
PROPERTY RIGHTS AND MAINTENANCE**

Section 1. Owner's Easements of Enjoyment. Every owner shall have a right and easement of enjoyment in and to the Common Area, which shall be appurtenant to and shall pass with the title to every Lot, subject to the right of the Association to dedicate or transfer all or any part of the Common Area to any agency, authority or utility for such purpose and subject to such conditions as may be agreed to by the Members. No such dedication or transfer shall be effective unless an instrument agreeing to such dedication or transfer signed by two-thirds (2/3) of the Members has been recorded.

Section 2. Delegation of Use. Any Owner may delegate, in accordance with the By-Laws and Policies of the Association, his right of enjoyment to the Common Area and facilities to the members of his family or his tenants.

Section 3. Association Responsibility Elements. No person other than the Owner of a Lot or his invitees shall have the right to enter upon, use or affect an Association Responsibility Element located within a Lot, except that the Association and its designates may enter upon and within a Lot and the residential structure located thereon at reasonable times for the following purposes:

- (A) Installation, repair, removal, replacement or inspection of an Association Responsibility Element.
- (B) Enforcement of any provision of this Declaration or the Articles of Incorporation or the By-Laws of the Association.
- (C) Mowing and maintenance of grass areas and landscaped areas.

Section 4. Maintenance. The Association shall be responsible for maintenance of the Common Area. Each owner shall be responsible for his or her Lot and all structures, improvements, and equipment thereon, except for the Association Responsibility Elements.

Section 2. Snow Removal. The Association shall be responsible for the snow removal from all streets, driveways, designated parking areas and sidewalks.

**ARTICLE III
MEMBERSHIP AND VOTING RIGHTS**

Section 1. Every owner of a Lot, which is subject to assessment, shall be a Member of the Association. Membership is mandatory and shall be appurtenant to, and may not be separated from, ownership of any Lot, which is subject to assessment.

Section 2. Voting Members. shall be Owners of a Lot, or Lots, located in Springwood Plats 8 and 9, official plats in Ankeny, Polk County, Iowa and all Owners shall be entitled to one (1) vote for each Lot owned. When more than one (1) person holds an interest in any Lot; all such persons shall be Members of the Association. The vote for such Lot shall be exercised as they determine, but in no event shall more than one (1) vote be cast with respect to any Lot.

**ARTICLE IV
COVENANT FOR MAINTENANCE ASSESSMENTS**

Section 1. Creation of the Lien and Personal Obligation of Assessments. The Owners, for each Lot owned within the Properties, by acceptance of a deed therefore, whether or not it shall be so expressed in such deed, is deemed to covenant and agree to pay to the Association: (1) annual assessments or charges, and (2) special assessments for capital improvements, such assessments to be established and collected as hereinafter provided.

The annual and special assessments together with interest, costs, and reasonable attorney fees, shall be a charge on the land and shall be a continuing lien upon the property against which each such assessment is made. Each such assessment, together with interest, costs and reasonable attorney's fees, shall also be the personal obligation of the person who was the Owner of such property at the time when the assessment fell due. The personal obligation of all delinquent assessments shall not pass to his/her successors in title unless expressly assumed by them.

Section 2. Purposes of Assessments. The assessments levied by the Association shall be used exclusively to promote the recreation, health, safety, and welfare of the residents in the Properties, for the improvement and maintenance of the Common Area, and for the Association Responsibility Elements as described in ARTICLE II, Section 3.

Section 3 Maximum Annual Assessment. Except as provided below, until January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment shall be ONE THOUSAND EIGHTY DOLLARS (\$1,080.00) per Lot, plus a prorata portion of the amount of real estate taxes and special assessments payable by the Association in such year.

- a) From and after January 1 of the year immediately following the conveyance of the first Lot to an Owner, the maximum annual assessment may be increased each year not more than the percentage limitation (set forth in (d) below) by a vote of two-thirds (2/3) of the Members who are voting in person or by proxy or by absentee ballot at a meeting duly called for this purpose.
- b) The Board of Directors may fix the annual assessment at an amount not in excess of the maximum.
- c) A Lot shall not be subject to assessment until the first day of the month following the date of occupancy thereof as a residence.
- d) The maximum increase in the annual assessment without a majority vote of the membership is 20%.

Section 4. Special Assessment for Capital Improvements. In addition to the annual assessments authorized above, the Association may levy, in any assessment year, a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction, reconstruction, repair or replacement of a capital improvement upon the Common Area, including fixtures and personal property related thereto or any deficit in operating expenses for a particular year, provided that any such assessment shall have the assent of two-thirds (2/3) of the votes of the membership who are voting in person, or by proxy, or by absentee ballot at a meeting called for this purpose.

Section 5. Notice and Quorum for Any Action Authorized Under Section 3 & 4. Written notice of any meeting called for the purpose of taking any authorized action under section 3 & 4 shall be sent to all Members not less than thirty (30) days nor more than sixty (60) days in advance of the meeting. At the first such meeting called, the presence of members or of proxies or of absentee ballots entitled to cast 10% of all of the votes of the membership shall constitute a quorum. If the required quorum is not present, another meeting may be called subject to the same notice requirement. No such subsequent meeting shall be held more than 60 days following the preceding meeting.

Section 6. Uniform Rate of Assessment. Annual assessments, special assessments for capital improvements, and insurance assessments must be fixed at the uniform rate for all Lots owned by an Owner and may be collected on a monthly basis as long as the Owners monthly payments are not delinquent.

Section 7. Date of Commencement of Annual Assessment-Due Dates.

The annual assessment provided for herein shall commence as to all Lots on the first day of the month following the conveyance of Common Area to the Association. The first annual assessment shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the annual assessment against each Lot at least 30 days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand and for a reasonable charge, furnish a certificate signed by an Officer of the Association setting forth whether the assessment on a specified Lot has been paid. A properly executed certificate of the Association as to the status of assessment on a Lot is binding upon the Association as of the date of its issuance.

Section 8. Insurance and Insurance Assessment. The Association shall obtain and maintain an insurance policy on behalf of the Owners that will be a blanket policy covering 100% replacement to include property liability, fire, insurance with extended coverage endorsement including vandalism, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard "all risk" endorsement. Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements included in the Real Estate subject to this Declaration including all building service equipment and all of the fixtures installed therein as of the date hereof and specifically including without limiting the generality of the foregoing, interior walls, interior doors, built in cabinets, counters and electrical and plumbing conduits, pipes and fixtures installed therein as of the date thereof but not including carpeting, drapes, wall coverings, furniture, furnishings or personal property belonging to Owner and not including improvements, fixtures and other property supplied or installed by Owner.

Insurance premiums for any blanket property insurance coverage and the other insurance coverage purchased by the Association shall be Common Expenses to be paid by assessments levied by the Association and such assessments shall be kept in an account of the Association and used solely for the payment of blanket property insurance premiums and other insurance premiums as such premiums come due.

Upon conveyance of a Lot to an Owner, the Owner shall pay the first year's insurance premium at the time of the conveyance. Thereafter, payments will be included in the monthly dues.

Each owner may maintain insurance for his/her own benefit insuring his/her personal liability, and his/her carpeting, drapes, wall coverings, fixtures, furniture, furnishings, personal property and improvements, fixtures and other property supplied or installed by him/her or a previous Owner, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by an Owner.

Section 9. Effect of Nonpayment of Assessments – Remedies of the Association.

Any assessment not paid within 30 days after the due date shall bear interest from due date at the rate of 18% per annum. The Association may bring an action at law against the Owner personally obligated to pay the same or foreclose the lien against the property. No owner may waive or otherwise escape liability for the assessment provided for herein by nonuse of the Common Area or abandonment of his/her Lot.

In the event of default in the prompt payment of the monthly installments the Board of Directors may accelerate the entire unpaid portion of the annual assessment whereupon the same shall become immediately due and payable.

Lot Owner, upon acceptance of a conveyance to a Lot either by deed or contract, expressly vests in the Association and its Agents the right and power to place a lien on each Lot for any unpaid assessments described within this ARTICLE and to bring all necessary action for the collection of such assessments. The lien shall be in favor of the Association and shall attach to the real estate and shall be for the common benefit of all Lot Owners. This lien shall be effective upon the failure of payment and a specific recording shall not be requested but may be done at the option of the Board.

Section 10. Additional Restrictions.

- (a) Nothing shall be altered in, constructed in or removed from the Common Area, except upon written consent of the Board of Directors of the Association, which may be given through regulations of the Association.**
- (b) No livestock, poultry or other animals of any kind shall be raised, bred or kept in any Lot or in any Common Area, except an Owner shall be permitted to keep two (2) cats, one (1) dog or other usual household pets, with the exception of all reptiles or rodents, subject to rules and regulations**

adopted by the Association, provided, however, that in no event shall an owner be permitted to keep any pet that weighs more than forty five (45) pounds. When pets are being walked or exercised outside the confines of the home they must be under controlled restraints such as a leash, rope, chain, choke collar or similar device(s). Owners are responsible for the clean up of any messes caused by their or visiting pets.

GUIDE DOGS FOR THE BLIND SHALL BE EXEMPT FROM ANY WEIGHT OR RESRAINT RESTRICTIONS.

- (c) No boat, automobile, recreational vehicle, trailer or other vehicle other than automobiles shall be stored or parked in any driveway, designated parking area or street.
The Association may regulate, rule, limit or prohibit the parking of automobiles on any street, driveway or designated parking area. In the event of violation this provision, the Association may, after reasonable notice, remove such boat, automobile, recreational vehicle, trailer or other vehicle at the expense of the Owner.
- (d) No activity shall be allowed which interferes with the peaceful possession and use of the property by the Owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (e) Nothing shall be done or kept in any Lot or in the Common Area, which will increase the rate of insurance on the Common Area or the Association Responsibility Elements without the prior, written consent of the Board of Directors of the Association. No Owner shall permit anything to be done or kept in his/her Lot or in the Common Area which will result in the cancellation of insurance on any Lot or any part of the Common Area or the Association Responsibility Elements, which would be in violation of any law, or which may become a nuisance or annoyance to the other Owners.
- (f) All valid laws, zoning ordinances, and regulations of all governmental bodies having jurisdiction shall be observed. The responsibility of meeting the requirements of governmental bodies which require maintenance modification or repair of Properties shall be the same as the responsibility for the maintenance and repair of the Property concerned.
- (g) The Board of Directors of the Association shall have the authority to adopt rules and regulations governing the use of Lots, the Common Area, and the Association Responsibility Elements, and such rules shall be observed and obeyed by the Owners, their guests, lessees, assigns, and licensees.

- (h) Agents of, or contractors hired by the Board of Directors of the Association, or any appropriate Committee Chair or member appointed by the Board, may enter any Lot when necessary in connection with any maintenance, land-scaping or construction for which the Association is responsible, provided such entry shall be made with a little inconvenience to the Owners as practicable.**
- (i) An owner shall give notice to the Association of every lien against his/her Lot other than permitted mortgages, taxes and Association assessments, and of any suit or other proceeding, which may affect the title to his/her Lot within ten (10) days after the lien, attaches or the Owner receives notice of such suit.**
- (j) An Owner shall be liable to the Association for the expenses of any maintenance, repair or replacement to the Common Area of the Association Responsibility Elements rendered necessary by his/her act, neglect or carelessness, or by that of his family, guests, employees, agents or lessees, which liability shall increase insurance rates resulting therefrom.**
- (k) Police, firefighter, emergency units, inspectors, and other public officials or law enforcement agencies shall have the same right of entry onto and the same enforcement powers as to the Common Area as they have with respect to public streets and publicly owned parks and areas.**
- (l) No sign shall be placed upon any Lot except a "For Sale" sign that is not homemade but professionally done.**
- (m) Trash receptacles shall be kept out of view from any part of the Common Area.**
- (n) No tower, antenna, or similar mechanical or electronic device(s) for sending or receiving (or both) any and all types of communication, including, but not limited to, radio, television, short wave or microwave, shall be placed upon any Lot or anywhere upon the exterior of any structure upon said Lot for the Common Area with the exception of Satellite Dishes. The following rules pertain to the installation of satellite dish:**
 - 1. Written request to the Association Board prior to installation describing the type, size and method of installation;**
 - 2. Dishes cannot exceed 18 inches in diameter and the color must blend with the building;**

3. **Once installed the Dish cannot be removed; and becomes a part of the real estate and it will remain even when the unit is sold;**
 4. **If damages occur to the building, roof or other part of the exterior or interior of the structure as a result of the installation, repairs will be the financial responsibility of the Owner. Repairs to the unit must meet Board approval;**
 5. **Installation plans must be submitted to the Association's Architectural Review Committee and the Board at time of request;**
 6. **Installation must be done professionally. Professionally meaning one whose primary business is in the installation and/or service of Satellite Dishes;**
 7. **Installation cannot encroach upon adjacent units;**
 8. **The satellite Dish cannot be visible from the street;**
 9. **The Board of the Association will not incur any costs connected with the installation, maintenance or replacement of a Dish, including but not limited to the legal expenses incurred in enforcement of this regulation.**
- (o) **No personal property shall be stored or left upon a Lot except within residential structure or garage located upon the Lot including toys, basketball hoops, bikes, yard ornaments, statuary, etc.**
- (p) **Yard ornaments, statuary and/or decorations may be positioned in the designated "rock garden" at the front of each Unit. However, no yard ornaments, statuary and/or decorations may be placed anywhere on any Lot by any Owner that tends to impede the "work process" of any of the Association's Committees and/or contractors/vendors engaged in snow removal or lawn care for the Association.**
- (q) **Garage doors shall be kept closed except during times of access to the garage,**

Section 11. No Waiver: Failure of the Association or any Owner to enforce any covenant, condition or restriction, 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 rights to enforce the same thereafter.

Section 12. Subordinator of the Lien to Mortgages. The lien of the assessments provided for herein shall be subordinate to the lien of any first mortgage. Sale or transfer of any Lot shall not affect assessment lien. However, the sale or transfer of any Lot pursuant to mortgage foreclosure or any proceeding in lieu thereof shall extinguish the lien of such sale or transfer. No sale or transfer shall release such Lot from liability for any assessment thereafter becoming due or from the lien thereof.

Section 13. Utilities. Each owner shall be responsible for payment of all utility services to his/her Lot, including, but not limited to electricity, water, gas, telephone, sewer service.

ARTICLE V ARCHITECTURAL CONTROL

Section 1. No building, fence, wall or other structure shall be commenced, erected or maintained upon the Properties, nor shall any exterior addition to or change of alteration therein (including painting or color change) be made, nor shall any alteration of surface drainage patterns be made until the plans and specifications showing the nature, kind, shape, height, material, and location of the same shall have been submitted to and approved in writing as to harmony of external design and location in relation to surrounding structures and topography by the Board of Directors of the Association or by an Architectural Review Committee composed of three (3) or more representatives appointed by the Board. In the event said Board, or its designated committee, fails to approve or disapprove such design and location within thirty (30) days after said plans and specifications have been submitted to it, approval will not be required, and this ARTICLE will be deemed to have been fully complied with.

Section 2. Notwithstanding anything herein to the contrary, the following requirements shall be standard for the properties:

- a) All siding for a building shall be vinyl and shall have a maximum width of (8) inches. All siding color shall be earth tone or neutral colors.
- b) All roofing shingles shall be tones of gray, brown or black.
- c) Any fence must not be more than six (6) feet high, constructed of cedar wood and must be approved by the Architectural Review Committee and the Board of Directors.

Section 3. No exterior structure may be added to the existing structures without first complying with Section 1. above. Written approval from the Association demonstrating evidence of compliance with Section 1. shall be obtained and presented to Polk County or other governing body for the purpose of obtaining any and all necessary permits for said construction. Specifically, no decks shall be allowed which encroach into the building setback lines more than 12 feet from the principal structure. No decks or screened-in porches with overhead structure will be allowed to encroach into the building setback lines.

**ARTICLE VI
EASEMENTS**

Each lot shall be subject to the following easements in favor of the Association:

- a) Every portion of a structure which contributes to the support of any structure not on the same Lot, is burdened with an easement of such support.**
- b) Each Lot is burdened with an easement through the Lot and through the attic and basement of any structure thereon for conduits, ducts, plumbing, wiring, pipes, and other facilities for the furnishing of utilities and services to other Lots.**
- c) Each Lot is burdened with an easement of ingress and egress for maintenance, repair, and replacement of Association Responsibility Elements by the Association.**
- d) Each Lot is burdened with an easement for common driveway usage with other designated Lots where shown on a recorded subdivision plat.**
- e) Each Lot is burdened with an easement for surface drainage for the benefit of all other Lots and Common Area.**
- f) Each Lot is burdened with an encroachment easement for minor encroachments of common walls due to settling, shifting or inexact location during construction.**
- g) Each Lot is burdened with easements for public and private utilities, pedestrian walkways, and sidewalks as may be shown upon any recorded subdivision plat.**

**ARTICLE VII
USE RESTRICTIONS**

Section 1. Subjection of the Property to Certain Provisions. The ownership, use, occupation, and enjoyment of each Lot and the Common Area shall be subject to the provisions of the By-Laws and Articles of Incorporation of the Association and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against each and all Lots and the Owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.

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

- a) A Lot shall be used or occupied for single-family dwelling purposes only.
- b) A Lot may be rented or leased by the Owner provided the entire Lot is rented, and the period of rental is a least one year unless some other period is established in the rules, regulations or By-Laws of the Association. No lessee shall relieve the Owner against the Association and the Owners from any responsibility or liability.

**ARTICLE VIII
GENERAL PROVISIONS**

Section 1. Enforcement. The Association, or an Owner, shall have the right to enforce, by any proceeding at law or in equity, all restriction, condition, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of the Declaration. Failure by the Association or by any Owner to enforce any covenant or restriction herein contained shall in no event be deemed a waiver of the right to do so thereafter.

Section 2. Severability. Invalidation of any one of the covenants or restrictions By judgement or Court order shall in no way affect any other provisions, which shall remain in full force and effect.

Section 3. Amendment. The covenants and restrictions of this Declaration shall run with and bind the land for a term of twenty (20) years from the date this Declaration is recorded after which time they shall be automatically extended for successive periods of ten (10) years.

This Declaration may be amended during the first 20-year period by not less than 70% approval of the membership entitled to vote and thereafter by approval of 60% of the membership entitled to vote on these issues, but no amendments shall alter any rights or impose any additional obligations upon any Owner without the consent of the membership. Any and all amendments must be recorded.

**ARTICLE IX
SANITARY SEWER DISTRICT AND DETENTION POND**

The Sanitary Sewer District serving the property shall not be responsible for the maintenance or repair of any sewer facilities or detention ponds within the Properties unless ownership thereof is transferred to and accepted by said Sanitary Sewer District. Absent such transfer, maintenance will be the responsibility of the Association.

Dated this 25th day of April, 2007

SPRINGWOOD TOWNHOMES ASSOCIATION, INC.

By: Patricia Holtzen, President
Patricia Holtzen, President

State of Iowa)

ss

County of Polk)

On this 25th day of April, 2007, before the undersigned Notary Public in and for the State of Iowa, personally appeared Patricia Holtzen, to me personally known, who, being by me duly sworn, did say that she is the President of said corporation; that no seal has been procured by the said corporation by authority of its Board of Directors; and that said Patricia Holtzen, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by her voluntarily executed.

Georgina Weiser
Notary Public in (and for said State



**A M E N D E D
ARTICLES OF INCORPORATION
OF
SPRINGWOOD TOWNHOMES ASSOCIATION**

The undersigned acting as incorporator of a corporation pursuant to the provisions of the Iowa Nonprofit Act under Chapter 504A of the Code of Iowa, adopts the following **AMENDED Articles** of Incorporation for such corporation.

ARTICLE I. NAME AND PRINCIPAL MAILING ADDRESS

The corporation shall be known, as Springwood Townhomes Association, Inc. and the principal mailing address of the corporation shall be 3001 S.E. Turnberry Drive, Ankeny, Iowa 50021

ARTICLE II CORPORATE EXISTENCE

The corporate existence of this corporation began on the date of filing of the original Articles of Incorporation 5 April, 2001 – with the Secretary of State and the period of its duration is perpetual.

ARTICLE 111. PURPOSE AND POWER OF THE ASSOCIATION

This Association does not contemplate pecuniary gain or profit to the Members thereof, and the specific purposes for which it is formed are to provide maintenance preservation and architectural control of the residence Units and Common Area within property described as:

Springwood Plats 8 & 9 - Official Plats in Ankeny, Polk County, Iowa

which is now or hereafter platted as official subdivision plats and which contain Lot 5 subject by covenants of record to assessment by the Association, and they provide the health, safety and welfare of the residents within the described property and for this purpose to:

- a) Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration of Covenants,

Conditions and Restrictions of Springwood Townhomes Association, hereinafter called the "Declaration", applicable to the property and recorded in the Office of the Polk County, Iowa Recorder and as the same may be amended from time to time as therein provided, each Declaration being incorporated herein as if set forth at length;

- b) Fix, levy, collect and enforce payment by any lawful means, all charges and assessments pursuant to the terms of a Declaration; to pay all expenses in connection therewith and all office and other expenses incident to the conduct of the business of the Association, including all licenses, taxes or governmental charges levied or imposed against the property of the Association;
- c) Acquire (by gift, purchase or otherwise), own, hold, improve, build upon, operate, maintain, convey, sell, lease, transfer, dedicate for public use or otherwise dispose of real or personal property in connection with the affairs of the Association;
- d) Borrow money, and with the assent of two-thirds (2/3) of the Members entitled to vote, mortgage, pledge, deed in trust, or hypothecate any or all of the real or personal property as security for money borrowed or debts incurred;
- e) Dedicate, sell, or transfer all or any part of the Common Area to any public agency, authority, or utility for such purposes and subject to such conditions as may be agreed to by the members. No such dedication or transfer shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members entitled to vote, agreeing to such dedication, sale or transfer.
- f) Participate in mergers and consolidations with other nonprofit corporations organized for the same purposes or annex additional residential property and Common Area.
- g) Have and to exercise any and all powers, rights and privileges which a Corporation organized under Chapter 504A, Code of Iowa, may now or hereafter have or exercise.

ARTICLE IV. MEMBERSHIP

Every person or entity that is a record Owner of a fee interest in a Lot in Springwood Plat 8 or 9 shall be a member of the Association. A vendee in possession under a recorded contract of sale of any Unit shall be deemed the

Owner of such Lot. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. Membership shall be appurtenant to and may be separated from ownership of any Unit, which is subject to assessment by the Association.

ARTICLE V. VOTING RIGHTS

1. All Owners shall be entitled to one vote in the Association for each Unit owned. When more than one person holds an interest in any Unit all such persons shall be Members. The vote for each Unit shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Unit.
2. Notwithstanding anything hereinabove to the contrary, the voting rights may be limited by the By-Laws of the Association.

ARTICLE VI. REGISTERED OFFICE AND AGENT

The address of the registered office of the corporation is 3001 S.E. Turnberry Drive, Ankeny, IA 50021 and the name of its registered agent is Craig Block, Attorney-at-Law.

ARTICLE VII. BOARD OF DIRECTORS

After the November 2005 Annual Meeting of the Members, the number of duly elected Directors by the membership shall be five (5).

ARTICLE VIII. INDEMNIFICATION

1. The Association shall have all the powers to indemnify and advance expenses to the directors, officers, employees, Members and volunteers as set forth in Section 496A.4A. and Chapter 504A. Code of Iowa.
2. The Association shall indemnify and advance expenses to its directors, officers, employees and volunteers to the full extent and in the manner provided in Section 496A.4A and Chapter 504A. Code of Iowa. In Chapter 504A or Section 496A.4A., Code of Iowa, is hereafter amended to authorize further indemnification or advancement of expenses to directors, officers, employees and volunteers, then the directors, officers, employees, Members and volunteers of the Association shall be further indemnified and be entitled to further advancement of expenses to the full extent then authorized by Chapter 504A or Section 496A.4A.
3. The indemnification and advancement of expenses provided by, or granted pursuant to this ARTICLE shall not be deemed exclusive of any other rights to

which those seeking indemnification or advancement of expenses may be entitled under any By-Laws, Agreement, vote of Members or disinterested directors or otherwise, both as to action in his or her official capacity and as to action in any capacity while holding such office and shall continue as to a person who has ceased to be a director, officer, employee, Member or volunteer, and shall inure to the benefit of the personal representative, heirs, executors and administrators of such a person.

3. Any repeal or modification of the above provisions of this ARTICLE VIII, shall not adversely affect any right of a director, officer, employee or volunteer of the Association for indemnification, advancement of expenses, elimination of liability or limitation of liability for any act or omission occurring before such repeal or modification.

ARTICLE X DISSOLUTION

The Association may be dissolved with the assent given in writing and signed by not less than two-thirds (2/3) of the Members entitled to vote and signed by the City of Ankeny, Iowa. Upon dissolution of the Association, other than incident to a merger or consolidation, the assets of the Association shall be dedicated to an appropriate public agency to be used for purposes similar to those for which this Association was created. In the event that such dedication is refused acceptance, such assets shall be granted, conveyed and assigned to any nonprofit corporation, Association, trust or other organization, to be devoted to such similar purposes.

ARTICLE XI AMENDMENTS

Amendment of these Articles shall require the assent of seventy-five percent (75%) of the membership entitled to vote.

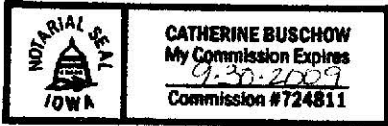
ARTICLE XII INCORPORATION

The name and address of the incorporator is Patricia Holtzen, 3217 S.E. Turnberry Drive, Ankeny, IA 50021

Patricia Holtzen, Incorporator
Patricia Holtzen, Incorporator

STATE OF IOWA :
: SS
COUNTY OF POLK :

On this 3 day of February, 2007, before me, the undersigned, a Notary Public in and for said County and said State, personally appeared PATRICIA HOLTZEN, to me known to be the person named in and who executed the foregoing Articles of Incorporation, and acknowledged that she executed the same as her voluntary act and deed.



Catherine Buschow
Notary Public in and for said State

AMENDED

BY-LAWS OF THE SPRINGWOOD TOWNHOMES ASSOCIATION, INC.

As adopted by vote of the membership on December 15, 2006

These AMENDED BY-LAWS will replace the original By-Laws of the SPRINGWOOD TOWNHOMES ASSOCIATION filed/recorded April 19, 2001

ARTICLE I
NAME AND LOCATION

The name of the corporation is Springwood Townhomes Association, Inc., hereinafter Referred to as "Association. The principal office/ mailing address of the Association shall be recorded as:

3001 S. E. TURNBERRY DRIVE, ANKENY, IA 50021

Meetings of directors and Members shall be held at such places/dates/times and sites, within the metro Des Moines area, County of Polk, State of Iowa, as may be designated by the Board of Directors, hereinafter referred to as "Board".

ARTICLE II
DEFINITIONS

Section 1. "Association" shall mean and refer to Springwood Townhomes Association.

Section 2. "Common Area" shall mean real property owned by the Association for the common use and enjoyment of the owners, as more particularly defined in the Declaration.

Section 3. "Declaration" shall mean and refer to the Declaration of Covenants, Conditions and Restrictions for Springwood Plats 8 & 9 applicable to the properties recorded in the office of the Recorder of Polk County, Iowa. Any terms used in these BY-LAWS and not defined here-in shall have the meaning, if any, as set forth in the Declaration.

Section 4. "Lot" shall mean and refer to any individual parcel of land, which is described as a Lot upon the recorded plats in Springwood, Plats 8 & 9, official Plats in Ankeny, Polk County, Iowa.

Section 5. "Member" shall mean and refer to those persons entitled to membership as provided in the Declaration.

Section 6 "Owner" shall mean and refer to the record holder or holders of the fee simple title, or the actual holder, or holders, of said fee simple title.

Section 7. "Properties" shall mean and refer to that certain real property described in the Declaration.

ARTICLE III **MEETING OF MEMBERS**

Section 1. Annual Meeting. The first Annual Meeting of the Members shall be held on the first Tuesday of November, 2001, and each subsequent regular Annual Meeting of the Members shall be held in the month of November each year thereafter, at a day, date and hour to be so designated by the Board.

Section 2. Special Meetings. Special meetings of the Members may be called at any time by the President or by the Board, or upon written request of the Members who are entitled to vote one-half (1/2) of all votes of the membership.

Section 3. Notice of Meetings. Written notice of each meeting of the Members shall be given by, or at the discretion of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, or by electronic or any other means available to the membership, including, but not limited, to e-mail and /or fax, at least 10 days before such meeting, to each Member entitled to vote at said meeting, addressed to the Member's address last appearing on the books of the Association, or provided by such Member for the purpose of notice. Such notice shall specify the place, day, date, site and hour of the meeting and in the case of a Special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of Members entitled to cast, or of proxies entitled to cast, one-third (1/3) of the membership shall constitute a quorum for any action, except as otherwise provided in the Articles of Incorporation, the Declaration, or these By-Laws. If, however, such quorum shall not be present or represented at any meeting, the Members entitled to vote thereon shall have the power to adjourn the meeting from time to time, without notice other than an announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of Members, each Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the Member of his/her Lot.

Section 6. Suspension of Voting Rights. A Member's voting rights shall be suspended for any period during which any assessment against the Member's Lot (s) remains unpaid. The Board may suspend, for a period not to exceed 60 days, a Members' voting right for any infraction of the Association's published Rules and Regulations.

ARTICLE IV
BOARD OF DIRECTORS: SELECTION AND TERM OF OFFICE

Section 1. Number. The Members shall elect a minimum five (5) member Board of Directors who shall manage the affairs of the Association. This duly elected body may appoint additional members to the Board as authorized by ARTICLE VIII. OFFICERS AND THEIR DUTIES. Section 4. Special Appointment, of these By-Laws. Under no conditions and/or circumstances may the number of individuals appointed as AT-LARGE Members of the Board, exceed the number of duly elected Board Members. All Members of the Board, duly elected or appointed, must be a member of the Association, in good standing, and must physically reside within the recorded Springwood Plat 8, an official Plat in Ankeny, Polk County, Iowa.

Section 2. Election and Term of Office. Board members shall be elected by the Members pursuant to ARTICLE V of these By-Laws and shall serve until their term of office expires or until their successors have been duly elected and qualified. Beginning with the 2007 election for positions as Board members of the Association (all) terms for duly elected members of the Board shall be for 3 years. All Board members retiring after completion of their term in office would not be eligible for nomination as a member of the Board until they have been absent from Board responsibilities for a period of at least 1-year.

Section 3. Removal. Any Director may be removed from the Board, with or without cause, as follows:

- a) with cause by a majority vote of the membership;
- b) without cause a majority of the membership must petition the Board to call a Special Meeting for removal of said Director; one-third of the membership entitled to vote, by presence or proxy, must be in attendance and vote, and a 70% vote, from those voting, must vote in favor of removal.

In the event of death, resignation or removal of a Director, his/her successor shall be elected by the remaining members of the Board and shall serve for the un-expired term of his/her predecessor.

Section 4. Compensation. No Director shall receive compensation for any services he/she may render to the Association. However, any Director may be reimbursed for his/her actual expenses incurred in the performance of their duties.

Section 5 Action Taken Without A Meeting. Any Director shall have the right to take action in the absence of a meeting, which they could take at a meeting by obtaining the written approval of all Directors. Any action so approved shall have the same effect as though taken at a meeting of the Directors.

ARTICLE V

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the Annual Meeting. The Nominating Committee shall consist of a Chairperson, who must be a member of the Board of Directors, and one or two Members of the Association. The Nominating Committee shall be appointed by the Board prior to each Annual Meeting of the Members, to serve from the close of such Annual Meeting until the close of the next Annual Meeting. The Nominating Committee shall make as many nominations for election to the Board as it shall, in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations may be made from among Members, in good standing, of the Association.

Section 2. Election. Election to the Board shall be by secret written ballot. At such election the persons receiving the largest number of votes shall be elected. Cumulative voting is not permitted. Beginning with the 2006 election of members for the Board, ABSENTEE BALLOTS will replace proxies, and will be available to the membership by request to the Chair of the Nominating Committee.

ARTICLE VI

Section 1. Regular Meetings. Regular meetings of the Board shall be scheduled on a quarterly basis – February, May, August and November –with notice to the membership. The November meetings shall be designated as the Annual Meeting of the Members. These regular scheduled quarterly meeting are “open” to the membership and Association Members shall be notified of these meetings as per ARTICLE III. MEETINGS OF THE MEMBERS, Section 3. Notice of Meetings, of these By-Laws.

Section 2. Other Meetings. In addition to the regularly scheduled quarterly meeting of the Directors, the Board is empowered to schedule “other” meetings they deem necessary and whether these “other” meetings are “open” or “closed” to the membership shall be at the discretion of the Board. Minutes of all Board meetings, quarterly, “other” special or annual, shall be available from the Secretary of the Board, upon request by a Member, in good standing, of the Association.

Section 3. Special Meetings. Special Meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days’ notice to each Director.

Section 4. Quorum. A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as an act of the Board.

ARTICLE VII
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers: The Board of Directors shall have the power to:

a) adopt and publish Rules and Regulations governing the use of the Common Area and Association Responsibility Elements, and the personal conduct of the Members and their guests thereon, and to establish penalties for the infraction thereof; and

b) suspend the voting rights of a Member during any period in which such Member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60-days for infraction of published Rules and Regulations; and

c) exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these By-Laws, the Articles, or the Declaration; and

d) declare the office of a member of the Board to be vacant in the event such member shall be absent from three (3) consecutive scheduled meetings of the Board of Directors; and

e) employ a manager, an independent contractor, or other such employees as they deem necessary, and to prescribe their duties.

Section 2. Duties. It shall be the duty of the Board of Directors to:

a) cause to be kept a complete record of all acts and corporate affairs and to present a statement thereof to the Members at the Annual Meeting of the Members, or at any Special Meeting when such statement is requested in writing by one-half (1/2) of the Members who are entitled to vote; and

b) supervise all officers, agents, and any employees of this Association, and to see that their duties are properly performed; and

c) as more fully defined in the Declaration, to

- 1) fix the amount of the annual assessment against each Lot at least 30-days in advance of each annual assessment period; and
- 2) send written notice of each assessment to every owner subject thereto at least 30-days in advance of each assessment period; and
- 3) foreclose the lien against any property for which assessments are not paid within 30-days after due date or to bring an action at law against the owner personally obligated to pay same; and

d) issue, or cause an appropriate officer to issue, upon demand by any Member, a certificate setting forth whether or not an assessment has been paid. A reasonable charge may be made by the Board for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment; and

e) procure and maintain adequate liability and hazard insurance on property owned by the Association; and

f) cause all officers, Board members or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

g) cause the Common Area and the Association Responsibility Elements to be maintained. The Board shall have the authority to do all things necessary to maintain, repair and replace the Common Area and Association Responsibility Elements and to make payment therefore, after approval by the Board. The Board's authority shall include, but not be limited to designation and removal of personnel necessary for the maintenance, repair and replacement of the Common Area and facilities. Amounts paid for the maintenance of Common Areas and facilities shall become a budget item and payable from the Association account deemed appropriate by the Board.

ARTICLE VIII

OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Office. The officers of this Association shall be a President, Vice-President, Secretary, Treasurer and an Operations Director, and such other officers as the Board may from time to time by Resolution create.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each Annual Meeting of the Members. Such officers shall be elected from and by the duly elected members of the Board of Directors.

Section 3. Term. The officers of this Association shall be elected annually by the Board and shall hold office for one (1 yr) unless he/she shall sooner resign or shall be removed, or otherwise disqualified to serve, or until a successor is elected.

Section 4. Special Appointment. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold officer for such period, having such authority and perform such duties as the Board may, from time to time, determine.

Section 5. Resignation and Removal. Any officer may be removed from office with just cause by the Board. Any officer may resign at any time giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. Any officer who is removed from office by the Board shall be required to return all records accumulated by him/her during their tenure as an officer of the Association, to the Secretary of the Board.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve the remainder of the term of officer he/she replaces.

Section 7. Multiple Offices. No person shall simultaneously hold more than one office except in the case of special offices created pursuant to Section 4. of this Article.

Section 8. Duties. The duties of the officers are as follows:

PRESIDENT

The President shall preside at all meetings of the Board of Directors; shall see that orders and resolutions of the Board are carried out; shall sign, after approval by the Board, all leases, mortgages, deeds and other written instruments and shall co-sign all checks and promissory notes.

VICE PRESIDENT

The Vice President shall act in the place of the President, in the event of his/her absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required of him/her by the Board.

SECRETARY

The Secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the Members; serve notice of meetings of the Board and of the Members; keep appropriate current records showing the Members of the Association, together with their addresses, and shall perform such other duties as required by the Board.

TREASURER

The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board; shall co-sign all checks and promissory notes of the Association; keep proper books of account; cause an annual audit or compilation report of the Association books by the Association's Accounting firm at the completion of each fiscal year; and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular Annual Meeting, and deliver a copy of each to the Members.

OPERATIONS DIRECTOR

The Operations Director shall be the Board's contact officer for:

- a) Chairpersons of the Association's Architectural, Building & Grounds and Hospitality committees; and
- b) Members with Association Responsibility Elements non-emergency and emergency outside repairs and replacements; and
- c) vendor contracts; and
- d) in accordance with ARTICLE VIII. Section 4. of these By-Laws will establish and cause to have published, the criteria for the appointment of Committee Chairperson and members.

ARTICLE IX **COMMITTEES**

The Association shall have two classifications of committees, Permanent and Standing. The Permanent Committees shall be chaired by a member of the Association's Board of Directors; the Standing Committees may be chaired by Members of the Association, appointed by the Operations Director and approved by the Board

ARTICLE X
BOOKS AND RECORDS

The books, records and papers of the Association shall be available for inspection by any Member of the Association, in good standing, by notice of petition to the appropriate Officer of the Board . The DECLARATION, ARTICLES OF INCORPORATION and the BY-LAWS of the Association shall be available for inspection by any Member of the Association, in good standing, by notice of petition to the Chairperson of the Associations Covenants and Regulations Committee. Copies of these documents shall be provided to each household, free of charge to the Member, on a one-time basis only. After the initial distribution of the documents, additional copies may be purchased, by any Member in good standing of the Association, at a reasonable cost from the Secretary of the Board/Association.

ARTICLE XI
ASSESSMENTS

As more fully provided in the DECLARATION, each member is obligated to pay to the Association annual and special assessments, which are secured by a continuing lien upon the property against which the assessment is made. Any assessments, which are not paid when due, shall be delinquent. If the Assessment is not paid within 30 days after the due date, the assessment shall bear interest from the date of delinquency at the rate of 18 % per annum or the maximum rate allowed by Iowa law, whichever is greater, and the Association may bring an action against the Owner personally obligated to pay the same or foreclose the lien against the property, and interests, costs, and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his/her lot.

ARTICLE XII
WRITTEN INSTRUMENTS, LOANS, CHECKS AND DEPOSITS, MERGERS

Section 1. Written Instruments – Real Property. All transfers, conveyances, leases, mortgages or assignments of real estate or of any interest thereon shall be executed by the President or Vice-President and attested by the Secretary or Treasurer. No dedication, transfer of all or any part of the Common Area to any public agency, authority or utility shall be effective unless an instrument has been signed by two-thirds (2/3) of the Members agreeing to such dedication, sale or transfer.

Section 2. Written Instruments – Personal Property. All transfers, conveyances, leases or encumbrances of personal property or any interests therein shall be executed by an officer of the corporation or any agent authorized by the Board of Directors. All judgments or other liens shall be satisfied, discharged or released or assigned by any officer of the Association.

Section 3. Loans. No loans shall be contracted on behalf of the corporation and no evidence of indebtedness shall be issued in its name unless authorized by RESOLUTION of the Board of Directors. Such authority may be general or confined to specific instances. The Association may mortgage, pledge, deed in trust, or hypothecate any or all of its real or personal property as security for money borrowed or debts incurred only with the assent of two-thirds (2/3) of the Members.

Section 4. Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the corporation shall be signed by the Treasurer and co-signed by the President or by such other officers or agents of the corporation as shall be determined and authorized by RESOLUTION of the Board of Directors.

Section 5. Deposits. All corporate funds not otherwise employed shall be deposited to the credit of the corporation at such banks, savings and loans, credit unions, trust companies or other depositories as the Board may select.

Section 6. Mergers. The Association may participate in mergers and consolidations with other non-profit corporations organized for the same purposes as the Association or annex additional residential property in Common Areas only with assent of two-thirds (2/3) of the members.

ARTICLE XIII **CORPORATE SEAL**

The Association shall not have a corporate seal.

ARTICLE XIV **INDEMNIFICATION**

Section 1. Indemnification: Third Party Actions. Except for any prohibition against indemnification specifically set forth in these By-Laws or in Chapter 504A, Code of Iowa, at the time of indemnification is sought by any Member, Director, Officer, Volunteer, Employee or Agent of the corporation, the corporation shall indemnify any person who was or is a party or is threatened to be made a party to any threatened pending or completed action, suit or proceedings, whether civil, criminal, administrative or investigative (other than an action by or in the right of the corporation) by reason of the fact that he or she is or was a Member, Director, Officer, Employee, Volunteer or Agent of the corporation or is or was serving at the request of the corporation as a Member, Director, Officer, Employee or Agent of another corporation, partnership,

joint venture, trust or other enterprise (such as serving as a Director, Officer, Employee or Agent of the corporation at the request of the corporation referred herein as "serving on behalf of or at the corporation's request") against expenses (including attorney's fees), judgments, fines and amounts paid in settlement actually and reasonably incurred by him/her in connection with such action, suit or proceeding if he or she acted in good faith and in a manner he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceedings, had no reasonable cause to believe his or her conduct was unlawful. The termination of any action, suit or contendere or its equivalent shall not, of itself create a presumption that the person did not act in good faith and in a manner which he or she reasonably believed to be in or not opposed to the best interests of the corporation, and with respect to any criminal action or proceeding, had reasonable cause to believe that his or her conduct was unlawful.

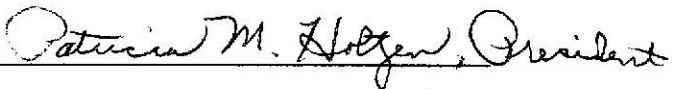
Section 2. Indemnification: Further Provisions. If a Member, Director, Officer, Employee, Volunteer or Agent of the corporation has been successful on the merits or otherwise in defense of any action, suit, or proceeding referred to in **Section 1.** or in defense of any claim, issue or matter therein, he or she shall be indemnified against expenses (including attorney's fees) actually and reasonably incurred by him/her in connection therewith. Any other indemnification (unless ordered by a court) shall be made by the corporation only as authorized in the specific case upon a determination that the indemnification of such person is proper because he/she has met the applicable standard of conduct set forth in **Section 1.** such determination shall be made (1) by the Board of Directors by a majority vote or a quorum consisting of Directors not parties to such action, suit or proceeding, or (2) in a written opinion by special independent counsel selected by the Board of Directors by a majority vote of a quorum consisting of Directors not parties to such action, suit or proceedings, or (3) if the requisite quorum of the full Board of Directors cannot be obtained through disinterested Directors, in a written opinion by special independent legal counsel selected by a majority vote of the full Board of Directors in which Directors who are parties may participate. Expenses incurred by defending a civil or criminal action, suit or proceedings may be paid by the corporation in advance of the final disposition of such action, suit, or proceedings as authorized in the manner provided in this **Section 2.** upon receipt of an undertaking by or on behalf of such person that such person believes in good faith that he or she has met the applicable standard of conduct set forth in **Section 1.** and that such person will repay such amount unless it shall ultimately be determined that he or she is entitled to be indemnified as authorized herein. The indemnification and advancement of expenses provided herein shall not be exclusive of any other rights to which those seeking indemnification or advancement of expenses may be entitled under any provision in the ARTICLES of INCORPORATION or BY-LAWS, any agreement, any vote of Members or disinterested Directors, or otherwise, both as to actions in the person's official capacity

entitling the person to indemnification and advancement of expenses under these provisions and to actions of other capacities concurrently held by those seeking indemnification or advancement of expenses. However, no person shall be provided indemnification by any provision of the ARTICLES OF INCORPORATION or BY-LAWS, by any agreement, or otherwise, for any breach of a duty of loyalty to the corporation or it's Members, for any action nor omission not in good faith or which involves intentional misconduct or knowing violation of the law, or for any transaction from which the person derives an improper personal benefit. The indemnification provided herein shall continue as to a person who has ceased to be a Member, Director, Officer, Employee, Volunteer or Agent and shall insure to the benefits of their heirs, executors, personal representatives and administrators of such a person. The Board shall have the power to purchase and maintain insurance on behalf of or at the corporation's request against any liability asserted against him/her and incurred by him/her in any such capacity or arising out of his or her status as such, whether or not the corporation would have the power to indemnify him/her against such liability under the provisions hereof.

ARTICLE XV
AMENDMENTS

Section 1. These BY-LAWS may be amended at a regular or special meeting of the Members, by a vote of a majority of a quorum of Members present in person or by proxy.

Section 2. In the case of any conflict between the ARTICLES OF INCORPORATION and these BY-LAWS, the ARTICLES shall control; and in the case of conflict between the DECLARATION and these BY-LAWS, the DECLARATION shall control. IN WITNESS WHEREOF, I being a Director of the Springwood Townhomes Association have hereto set my hand this 15th day of December, 2006.


Patricia M. Holtgen, President