

Doc ID: 017865690062 Type: GEN
 Recorded: 12/19/2005 at 07:29:06 AM
 Fee Amt: \$312.00 Page 1 of 62
 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 File# 2006-00061263
 BK 11447 PG 1-62

RETURN TO:

When recorded return to:
 Lisa R. Wilson
 2171 Grand Avenue
 West Des Moines, Iowa 50265

Prepared by: Lisa R. Wilson, 2171 Grand Avenue, West Des Moines, IA 50265 515-440-6257

Oaks Dev.

**DECLARATION OF SUBMISSION OF PROPERTY
 TO HORIZONTAL PROPERTY REGIME
 FOR
 IRONWOOD VILLAGE**

IRONWOOD VILLAGE, L.C., referred to herein as "Developer", hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as IRONWOOD VILLAGE (hereinafter referred to as "regime") all pursuant to Chapter 499B, Code of Iowa, (this and all other references in this Declaration and exhibits hereto to the Code of Iowa refer to the 2003 Code of Iowa), entitled "Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the Office of the Polk County Recorder.

RECITALS

A. The Developer is the owner of the land (the "Land") and proposed improvements to be known as Ironwood Village in the City of Altoona, Polk County, Iowa. The legal description of such Phase I Land is as follows:

Legal Description the Phase I Land

A TRACT OF LAND IN LOT 8, IRONWOOD PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ALTOONA, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID LOT 8; THENCE S79°52'21"E, 106.46 FEET ALONG THE NORTH LINE OF SAID LOT 8 TO A POINT; THENCE S84°32'07"E, 132.99 FEET ALONG SAID NORTH LINE TO A POINT; THENCE S89°02'09"E, 151.65 FEET ALONG SAID NORTH LINE TO A POINT;

THENCE S48°34'36"W, 50.37 FEET TO A POINT; THENCE S01°45'44"E, 160.00 FEET TO A POINT; THENCE S88°14'16"W, 138.92 FEET TO A POINT; THENCE S01°45'44"E, 140.83 FEET TO A POINT; THENCE S88°14'16"W, 175.00 FEET TO A POINT; THENCE S46°59'44"W, 74.64 FEET TO A POINT ON THE WEST LINE OF SAID LOT 8; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1020.00 FEET, A DELTA ANGLE OF 10°51'26", AN ARC LENGTH OF 193.28 FEET, AND A CHORD BEARING OF N03°34'17"W ALONG SAID WEST LINE TO A POINT; THENCE N01°51'26"E, 7.70 FEET ALONG SAID WEST LINE TO A POINT; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 888.82 FEET, A DELTA ANGLE OF 03°20'24", AN ARC LENGTH OF 51.81 FEET, AND A CHORD BEARING OF N03°31'37"E ALONG SAID WEST LINE TO A POINT; THENCE NORTHERLY ALONG A CURVE CONCAVE EASTERLY HAVING A RADIUS OF 1020.00 FEET, A DELTA ANGLE OF 9°22'02", AN ARC LENGTH OF 166.76 FEET, AND A CHORD BEARING OF N09°52'50"E ALONG SAID WEST LINE TO THE POINT OF BEGINNING.

SAID TRACT OF LAND SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 2.573 ACRES MORE OR LESS.

Legal Description of Additional Land

Future Development Description:

A TRACT OF LAND THAT INCLUDES ALL OF OUTLOT 'X' AND A PART OF LOT 8, IRONWOOD PLAT 2, AN OFFICIAL PLAT IN THE CITY OF ALTOONA, POLK COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 8; THENCE N09°00'00"W, 238.77 FEET ALONG THE WEST LINE OF SAID LOT 8 TO A POINT; THENCE N46°59'44"E, 74.64 FEET TO A POINT; THENCE N88°14'16"E, 175.00 FEET TO A POINT; THENCE N01°45'44"W, 140.83 FEET TO A POINT; THENCE N88°14'16"E, 138.92 FEET TO A POINT; THENCE N01°45'44"W, 160.00 FEET TO A POINT; THENCE N48°34'36"E, 50.37 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 8; THENCE N84°49'49"E, 73.26 FEET ALONG SAID NORTH LINE TO THE NORTHEAST CORNER OF SAID LOT 8, SAID POINT ALSO BEING THE NORTHWEST CORNER OF SAID OUTLOT 'X'; THENCE N80°06'31"E, 59.66 FEET ALONG THE NORTH LINE OF SAID OUTLOT 'X' TO THE NORTHEAST CORNER OF SAID OUTLOT 'X'; THENCE S00°00'00"E, 632.72 FEET ALONG THE EAST LINE OF SAID OUTLOT 'X' TO THE SOUTHEAST CORNER OF SAID OUTLOT 'X'; THENCE S89°45'25"W, 503.21 FEET ALONG THE SOUTH LINE OF SAID OUTLOT 'X' AND SAID LOT 8 TO THE POINT OF BEGINNING.

SAID TRACT OF LAND SUBJECT TO AND TOGETHER WITH ANY AND ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 5.152 ACRES MORE OR LESS.

A. Site Plan depicting the Land and the Additional Land and the proposed Building and Units to be constructed thereon is attached hereto as Exhibit "A" (the "Site Plan").

B. Phase 1 of Ironwood Village is to consist of the Phase 1 Land and Buildings 1, 2, 6 and 7 thereon which are each two-story wood frame buildings with stone veneer in front and on the columns framing the sides of the garage door and asphalt shingles on the roof, with Buildings 1, 2, 6 and 7 being comprised of 4 two-bedroom Units, each Unit shall include an attached garage. For further particulars, see the plans/drawings filed herewith. Developer by this Declaration intends to submit Ironwood Village as a condominium development as defined in Chapter 499B, Code of Iowa, and pursuant to this Declaration. Developer intends to expand the condominium regime subject to this Declaration in phases by subsequent amendment, such

additional phases to consist of one or more additional Buildings on land already dedicated to the condominium regime and/or parcels from the Additional Land with Buildings to be located thereon, with such additional Buildings being two-story wood frame buildings with brick veneer in front on the columns framing the sides of the garage door and asphalt shingles on the roof, and with such additional Buildings to have the number of Units each as depicted on the Site Plan totaling up to 66 Units for all phases.

The numbering of the Buildings and Units are shown in the attached Exhibit "A". Each Unit will have an attached garage. The approximate area of the Units, the number of rooms contained in the Units, and the common areas to which each Unit has immediate access are shown on the drawings attached hereto as Exhibit "B", which by this reference are incorporated herein.

C. Developer's purpose, by filing this Declaration, is to submit and convey the Phase 1 Land described above and Buildings 1, 2, 6 and 7 to be constructed thereon, together with all appurtenances thereto, to the condominium form of ownership and use pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon such property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominium units and the Owners thereof.

NOW, THEREFORE, Developer does hereby declare that all of the Phase 1 Land and Buildings 1, 2, 6 and 7 thereon be denominated as Phase 1 and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the furtherance of a plan for the improvement of the property and the division thereof into condominiums and shall run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person owning an interest in the real property, improvements and appurtenances thereto, his/her grantee's successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.

DEFINITIONS AND GENERAL

1. Association. The term "Association" means IRONWOOD VILLAGE OWNERS' ASSOCIATION, INC., and its successors and shall, for purposes of this Declaration, be the "Council of Co-owners" as defined in Section 499B.2(3) Code of Iowa.
2. Building. The term "building" or "building(s)" means the buildings constructed on the Land or the additional land containing the Units.
3. Common Elements or Areas. The term "common elements" or "common areas" means all general common elements and limited common elements as defined herein.
4. Condominium. The term "condominium" when used as a noun means a Unit and appurtenances thereto.
5. Condominium Documents. The term "condominium documents" means this Declaration, all exhibits attached hereto including the Articles of Incorporation and Bylaws of the Association, and supplements and amendments thereto.

6. General Common Elements. The term general common elements means and is described as all portions of the property not located within any Unit except such portions of the property which are defined or reserved as limited common elements, and the term also includes but is not limited to the land, driveways, outside parking, sidewalks, landscaping, plantings and pertinent equipment and furnishings.

All structural elements of the Building, including but not limited to the foundation, slabs, exterior walls, roof and attic, interior load bearing walls, walls dividing Units and walls separating Units from another common area, floors, ceilings, and other structural elements of the Building not reserved to a Unit are general common elements.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, and piping located outside of any Unit or which serve more than one Unit are general common elements notwithstanding the same are located in part within a Unit.

7. Owner. The term "owner" means the holder of a real property interest in a Unit, except when otherwise defined in the condominium documents, and excluding mortgagees not in possession, lienholders and interests merely collateral in nature.
8. Ownership Units. The term "Ownership Units" means the ownership Units made appurtenant to each Unit in Article III hereof for purposes including but not limited to determining each Unit's appurtenant share of the common elements, and determining voting and assessment in accordance with the Bylaws of the Association.
9. Property or Project. The term "property" or "project" or the term "condominium property" or "condominium project" includes all property, real, personal or mixed submitted to the regime other than the personal property of any owner which might otherwise be considered submitted to the regime.
10. Unit. Each Unit shall consist of the area between the decorated and finished interior surfaces of its perimeter walls (including windows and sliding glass doors) and including the interior surface of the exterior door, and between the lower surface of the ceiling and the upper surface of the lowest floor. A Unit shall include and be defined by the above referred to surfaces and shall also include the windows, electric appliances, electrical fixtures and plumbing fixtures, including the heating, ventilating and air conditioning equipment and hot water heater within the Units, and non-load bearing partitions or walls within such area, except that all lines, wires, ducts and the like within any non-load bearing partition or wall which serve more than one Unit, shall be excluded and shall not constitute a part of the Unit. Each Unit and its undivided ownership interest shall include an attached garage. "Unit" shall have the same meaning as "apartment" as defined in Section 499B.2(1) Code of Iowa, except as further defined in this paragraph.
11. Plural and Gender. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

12. Successors, Grantees and Assigns. Reference to Developer, an owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.
13. 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.
14. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this document; provided that, wherever specifically provided, modification of certain exhibits shall not be deemed an amendment of this Declaration.
15. Other Definitions. Certain other terms are defined at various places in this Declaration and to the extent not defined herein; the definitions contained in the Horizontal Property Act shall control.

ARTICLE II.

IDENTIFICATION OF LAND, BUILDINGS AND UNITS

1. Location of Land and Improvements. The Land and improvements hereby submitted to the regime are located at Altoona, Polk County, Iowa, as legally described above and as depicted on the Site Plan. The Building and attached garages located on said Land is hereby submitted to the regime. The Units in such Building, which are shown on the Site Plan (attached hereto as Exhibit "A") and depicted on the building floor plans attached hereto as Exhibit "B", are hereby submitted to the regime. Exhibits "A" and "B" contain and such contents shall govern, for purposes of this Declaration and for purposes of meeting certain requirements of Section 499B.4 and 499B.6 of the Code of Iowa, the following:
 - (a) The number identifying the Building and each Unit, the location and number of rooms in each Unit and the immediate common area to which each Unit has access.
 - (b) The full and exact copy of the plans of the Building which show graphically all particulars of the Building including, but not limited to, the dimensions, area and location of the common elements affording access to each Unit.
2. Streets and Driveways. The streets, driveways, parking areas shown in Exhibit "A" shall be private streets, driveways, and parking areas within the regime and common elements thereof, affording access to the Units and common elements from public streets, and an easement over such streets, driveways, and parking areas as is necessary for ingress and egress to such Units and common elements shall be appurtenant to each Unit. These private streets, driveways, and parking areas are to be maintained by the Association as part of the common elements.

ARTICLE III.**OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS**

1. **Exclusive Ownership of Unit and Garage.** Each owner shall be entitled to exclusive ownership and possession of his/her Unit and attached garage. An owner shall be deemed to own the windows and glass doors of his/her Unit and garage. An owner shall not be deemed to own the undecorated or unfinished interior surfaces of the perimeter walls, floors, ceilings and exterior doors bounding his/her Unit and garage, which are included in limited or general common elements notwithstanding the fact that such elements are within the perimeter of such Unit or garage. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the perimeter walls, floors, ceilings, and exterior doors bounding his/her Unit and garage and also shall have such exclusive rights with respect to general or limited common elements which are within his/her Unit and garage, including specifically the right to penetrate such common element with nails and other fasteners for hanging customary pictures, mirrors and similar wall decorations.
2. **Appurtenances.** There shall pass with the ownership of each Unit as a part hereof, whether or not separately described, all appurtenances to such Unit and its attached garage (whether such appurtenance is described in this Article or elsewhere in this Declaration or in the Bylaws of the Association), including the limited common elements. No part of the appurtenant interest of any Unit and its attached garage may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the regime.
3. **Ownership Units.** For purposes of this Declaration and the Bylaws of the Association, appurtenant to each Unit shall be one ownership Unit and its attached garage as listed in Exhibit "C" of this Declaration. The ownership Units which are appurtenant to each Unit are hereby created by this Declaration and shall be counted for all purposes stated herein and in the other condominium documents irrespective of any actual occupancy or use of the Unit to which appurtenant.
4. **Undivided Ownership Interest.** An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of all Units which have been submitted to the regime, all as shown on Exhibit "C", attached hereto. No Unit may be sold without also conveying the Owner's undivided interest in the general common elements and facilities. Conversely, no conveyance of interest in the general common elements and facilities shall be made without a conveyance to the same party of a corresponding Unit.
5. **Use of Limited Common Elements.** The exclusive use of limited common elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.

6. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the general common elements.
7. Membership and Voting Rights. Appurtenant to each Unit shall be membership in the Association and one vote in the affairs of the Association and of the regime, provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the Owners or of the Council of Co-owners whenever such action is permitted or required by Chapter 499B of the Code of Iowa; and such action when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all Unit Owners.
8. Encroachment Easements. If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, or if any of such encroachments shall occur hereafter as a result of shifting or settling of the building or from alteration, repair or improvement to the common elements or as a result of repair or restoration of the common elements or a Unit after damage by fire or other casualty, or as a result of condemnation or of 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 Building, common elements and Units exist, as long as the physical boundaries of the Units after construction, reconstruction, repair, etc. are in substantial accord with the description of those boundaries that appear in this Declaration.
9. Cross Easements. Appurtenant to each Unit shall be easements from each Unit owner to each other Unit owner and to the Association and from the Association to the respective Unit Owners as follows:
 - (a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;
 - (b) Through the Units and common elements for maintenance, repair and replacement or reconstruction of common elements, but access to Units and limited common elements shall be only during reasonable hours except in case of emergency;
 - (c) Through the Units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Units and the common areas; and
 - (d) To the extent necessary, each Unit shall have an easement for structural support over the common elements and over any other Unit in the building, and each Unit and the common elements shall be subject to an easement for structural support in favor of every other Unit in the building and the common elements.
10. Utility Easements. The Association shall have the right to grant utility easements under, through and over the common elements, which are reasonably necessary to the ongoing development and operation of the Condominium Project.

11. Owners Access. Each Unit owner shall have a perpetual right appurtenant to the owner's ownership interest in the Unit for access to and from the owner's Unit across and through the common elements.

ARTICLE IV.

LIMITED COMMON ELEMENTS

1. Definition. The term "limited common elements" shall mean a portion of the common elements set aside and allocated for the restricted use of respective Units as is or as may hereafter be designated. At the time of conveyance, each respective document of conveyance shall be deemed to convey the limited common elements to be used exclusively in conjunction with the respective Unit without necessity of naming the same.
2. Reservation. The limited common elements consisting of the balconies or patios, which exclusively serve each Unit, are reserved as limited common elements for the exclusive use of each respective Unit.
3. Balconies, Decks or Patios. The structural components of such deck, balcony or patio shall be considered to be a limited common element to be maintained, repaired or replaced by the Association, with the cost of thereof assessed against the Unit that such balcony, deck or patio exclusively serves. The cost of maintenance and repair of any balcony, deck or patio shall be assessed against the Unit that such balcony, deck or patio exclusively serves. In the event that a Unit Owner does not maintain, repair or replace his/her balcony, deck, patio to such an extent that in the Association's opinion, it becomes impaired or structurally unsound, the Association may perform said repair, maintenance or replacement and charge the cost thereof to the Unit Owner and his/her respective Unit.
4. Exception. Notwithstanding the reservations permitted by this Article, the design and layout of the Building and grounds submitted and the integrity and appearance of the regime as a whole are the common interest of all Owners and shall remain a part of the general common elements.
5. Right of Association. The reservation of the limited common elements shall not limit any right the Association and its agents may otherwise have to alter such limited common elements or enter upon such limited common elements.
6. Fire Sprinkler System. If there is a fire sprinkler system located within a Unit, it shall be maintained and repaired by the respective Unit Owner. It shall be the Unit Owner's responsibility to maintain, in proper working order, the portions of the fire sprinkler system within his/her Unit. In the event the Unit owner fails to so maintain or repair the portions of the sprinkler systems within his/her Unit, then the Association or its representative(s) may, after written notice to the Unit Owner, perform said maintenance or repair and charge the cost of thereof as an assessment to the Unit and to the non-compliant Unit Owner. In addition and not in limitation, the Association may charge said non-compliant Unit Owner at least \$50.00 per day in liquid damages for each day in violation

thereof. The Association or its representative(s) shall have the right to enter the Unit, after written notice to the Unit Owner, to inspect, repair, maintain or replace the fire sprinkler system.

ARTICLE V.

DEVELOPERS RESERVED RIGHTS, POWERS AND OBLIGATIONS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent Units not previously sold by the Developer to any person and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of such Units and any recreational facilities including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises, and to use common elements to show such Units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals and other facilities furnished by Developer 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 Units under the same terms and conditions as other Owners including membership in the Association save for this right to sell, rent, or lease.
2. Designation of Association Directors. Subject to Article XIII, Developer shall have the right to name all members of the Board of Directors of the Association until the first annual members meeting of said Association which shall be held no later than the earlier of 120 days after the date by which 75% of the Units (after completion of all phases of the development of the condominium regime) have been conveyed to Unit purchasers or the date 5 years after the date the first Unit is conveyed (hereinafter referred to as the "Control Transfer Date"). Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.
3. Right To Amend Plans. Developer reserves the right to change the interior design and arrangement of all Units and garages, and to alter the boundaries between apartments and garages, so long as Developer owns the Units so altered. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment to the Declaration. An amendment made pursuant to this paragraph need be signed and acknowledged only by the Developer, its agents or assigns and need not be approved by the Association, Unit Owners or mortgagees, whether or not elsewhere required for an amendment. Provided, however, no change pursuant to this paragraph shall alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, affected Unit Owners and affected mortgagees in a manner elsewhere provided.
5. Construction of Units -- Variation and Adjustments. The Developer reserves the right to substitute for any of the materials, equipment and appliances, materials, equipment and appliances of equal or better quality.

6. Common Charges Reserve. As long as the Developer owns any Units in the Condominium Regime, at closing on any sale or transfer of Developer's Units, the Developer shall collect from the prospective Unit Owner an amount at least equal to two months of the estimated common charges for each Unit. Once all the Units have been sold by the Developer, then the Association shall collect these funds.
7. Construction of Buildings. Developer reserves the right to construct one Building at a time in the Condominium Regime.
8. Assignment of Developer's Reserved Rights. Developer shall have the right to assign all of its reserved rights and obligations as Developer to any person, corporation or other entity. Upon such assignment of Developer's reserved rights, the initial Developer shall have no further obligation in connection with the Condominium Regime.
9. Right of Access. The Developer reserves an easement over the common elements of the condominium regime for the purpose of completing the improvements and phases thereof contemplated by this Declaration. Provided, however, the Developer shall restore any common element disturbed by Developer's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Developer's use of the easement rights granted herein are concluded. Also, the easement rights granted herein shall be exercised by the Developer only if and when the access required by Developer is not otherwise reasonably available other than over, across or through the common elements.

ARTICLE VI.

MANAGEMENT OF THE REGIME

1. Association; Membership; Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association, a non-profit membership corporation organized and existing under Chapter 504 Revised, Code of Iowa. Copies of its Articles of Incorporation and of its Bylaws are attached hereto as Exhibit "D" and Exhibit "E", respectively. Whenever a vote or other action of Unit Owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the Owners or of the Council of Co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.
2. Agreements and Compliance. All Owners, the Association, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provision of the Bylaws of the Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other persons. A failure by any owner, the Association, tenant, family, guest or other person occupying or managing the condominium regime to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for

damages on the part of the Association or any owner as applicable and for mandatory or other injunctive relief without waiving either remedy. The costs, including reasonable attorney's fees, incurred by the Association to enforce the same shall be a lien against the Unit whose owner failed to comply and this lien shall be subject to foreclosure by the Association.

3. Availability of Documents and Records. The Association shall make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of this Declaration, the Bylaws of the Association and any rules or regulations passed by the Association governing the condominium regime and other books, records and financial statements of the Association. Such information shall also be made available by the Association to prospective purchasers of Units, including the most recent audited financial statement of the Association, if such is prepared. "Available" shall at the least mean available for inspection upon request during normal business hours or under other reasonable circumstances. Also upon the written request of any agency or corporation which has an interest or prospective interest in the condominium regime, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.
4. 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, the Council of Co-owners and the Owners as a group by Chapter 504 Revised and 499B Code of Iowa, and, as such, are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to Owners and the creation of a lien on Units thereby, and the right, acting on behalf of the Unit Owners, to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same; all Unit Owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition. Each owner hereby waives any right to delay or prevent such foreclosure by the Association, which he/she may have by reason of a homestead exemption, or any other exemption or exception.
5. No Avoidance by Waiver of Use; Right of Entry. Each owner shall be liable for all assessments made by the Association against his/her Unit for common expenses and liabilities of the Association and the condominium property and regime. The liability of a Unit owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of a Unit for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter a Unit as may be necessary or advisable to carry out its responsibilities.
6. Utilities. Each Unit owner shall pay all charges before they become delinquent for telephone, electricity, gas, cable television and any other service which is billed directly to the Unit owner. All other utility charges shall be paid by the Association and the costs of the same shall be a common expense to be assessed against each Unit owner as part of the regular assessment. Each Owner shall pay the separately metered utility expenses to maintain a minimum consistent temperate of fifty-five degrees Fahrenheit (55°F) within the Owner's Unit and each Owner shall be liable to every other Owner for any damage to the other Owner's Unit caused by failure to maintain a sufficient minimum consistent

temperature (deemed to be 55°F) and shall be responsible to the Association for at least \$50.00 per day in liquid damages for each day in violation thereof. In no event shall the Unit Owner interrupt or discontinue utility service. In the event of a sale or transfer of a Unit, it shall be the parties' responsibility to ensure that these utilities are transferred to the name of the new Unit Owner without interruption or discontinuation of service. Failure to do so shall result in the Unit Owner being liable to the Association for at least \$50.00 per day in liquid damages for each day in violation thereof. In the event, any Unit is going to be left vacant for any period of time, the Owner shall make arrangements to ensure that the utility service to the Unit is not disrupted or interrupted.

7. Management Contract. Pursuant to authority granted in its Bylaws, the Association has the right to enter into a contract with Developer or its assigns for professional management of its affairs for an initial term not to extend for more than three years from the date of the filing of the Declaration, and the management fee thereof shall be a common expense. Any fee increases shall be governed by the terms of the contract. Upon or after the Control Transfer Date the Association or the Developer shall have the right to terminate such contract pursuant to the terms of that contract.
8. Discharge of Liability. The owner shall promptly discharge any lien, which may hereafter be filed against his/her condominium Unit.
9. Negligence. A Unit owner shall be liable to the Association and the other Owners for the expense of any maintenance, repair, or replacement rendered necessary by his/her act, neglect, or carelessness, or by that of his/her family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom. Each Owner shall be responsible for the conduct of their guests, tenants, agents or lessees.
10. Limitation of Association's Liability. The Association shall not be liable for any failure of water or other service to be obtained and paid for by the Association hereunder, or for injury or damage to property caused by or on the common elements or by another owner or person in the project, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the Building, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common area or from any action taken to comply with any law, ordinance or orders of a governmental authority.
11. Indemnification of Management Committee Members. Each member of the Association shall be indemnified by the Owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him/her in connection with any proceedings to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been an officer or director of the Association or any settlement thereof, whether or not he/she is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of his/her duties;

provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

12. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Condominium to manage, control and deal with the interest of such Owners in the Common Areas so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with Ironwood Village upon its destruction or obsolescence as hereinafter provided. The Association, or any Insurance Trustee designated by the Association, is hereby irrevocably appointed attorney-in-fact for the Owners of each and every condominium to purchase, maintain and handle insurance and insurance proceeds and condemnation awards as hereinafter provided, including, but not limited to collection and appropriate distribution of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of documents, and the performance of all other acts necessary to accomplish such purpose. The acceptance by any person or entity of any interest in any condominium shall constitute an appointment of the Association as an attorney-in-fact as provided above.

13. Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

ARTICLE VII.

FIRST LIEN HOLDERS RIGHTS

1. Notices of Action. A holder, insurer, or guarantor of a first mortgage, upon written request to the Association, (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 interest 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 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 regime or which 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 60 days;

(e) Any lapse, cancellation, or material modification of any insurance policy maintained by the Association.

2. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders shall exist:

(a) Any restoration or repair of the condominium property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 67% 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 first mortgages on Units to which at least 67% 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 this Declaration or by applicable law, no reallocation of interest 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 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 which has requested notice in accordance with the provisions of Section VII(1) above. The rights set forth in this Article VII are in addition to and not in limitation of the other rights granted elsewhere in the Declaration to any eligible holder, insurer, or guarantor.

ARTICLE VIII.

MAINTENANCE, ALTERATION AND IMPROVEMENT

1. **Definitions.** Certain terms used in this Article shall have a meaning as follows, provided any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.
 - (a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit, the building, the common elements, or the property in its condition as of the date of the completion of such improvements or restoration.
 - (b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility, otherwise provided for by this Declaration or any Supplemental Declaration.

2. **Maintenance by Association.**
 - (a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense except where the cost of maintenance has been specifically made the responsibility of each Unit in which case, each such Unit shall be assessed on an individual basis.
 - (b) The Association shall repair incidental damage caused to a Unit through maintenance by the Association and shall assess the cost thereof as a common expense.
 - (c) If a Unit owner defaults on his/her responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the owner of such Unit and such assessment shall be collectible from the Unit owner as if it were an assessment for common expenses.
 - (d) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to one or more Units and the cost thereof may in the discretion of the Association, either be assessed against each Unit on which such costs were incurred or be assessed against all Units as a common expense according to the circumstances.
 - (e) **Streets and Driveways.** These private streets, driveways, and parking areas are to be maintained by the Association as part of the common elements.
 - (f) Landscaping in common areas, outside lights and utility meters are also considered common elements to be maintained, repaired or replaced by the Association.
 - (g) **Landscaping Sprinkler System.** The Landscaping Sprinkler System shall also be considered a common element to be controlled, maintained, repaired or replaced by the Association and the cost thereof shall be assessed in equal shares against all the Units in this Condominium Regime.

The foregoing provisions are covenants running with the land and shall be binding upon the Association, its successors and assigns, and upon all Unit Owners, his/her heirs, successors and assigns, in the Condominium Regime.

3. Maintenance by Owner.

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

(b) The owner of each Unit shall be responsible for maintenance of any plumbing fixture, lighting fixtures, refrigerators, dishwashers, disposals, ranges, heating, ventilation, air-conditioning equipment, and hot water heater located in or connected with such Unit and for its exclusive use. The owner shall also, at his/her own expense, keep in a clean condition any limited common area which is for the exclusive use of his/her Unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area which is for the exclusive use of his/her Unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area or in a Unit except for the repair specifically made the responsibility of the Association for damage caused to a Unit through its maintenance as provided in Section 2(b) of this Article.

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

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

4. Alteration or Improvements by Owner. No Unit owner shall make or permit to be made any structural alteration to a Unit or to the building or any of the common elements, limited or general, without first obtaining written consent of the Board of Directors of the Association which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such Unit owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a Unit the consent required by the preceding sentence shall be immediately granted upon agreement of the Unit owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the building or safety of the property. Alterations to the exterior of the building or common element shall not be made, if, in the opinion of the Board of Directors of the Association, such alteration would not become the integrity and appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the

building or safety of the property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership Units appurtenant to such Unit.

5. Alterations or Improvements by the Association. Whenever, in the judgment of the Board of Directors the common elements shall require addition, alterations or improvements during the fiscal year costing in the aggregate in excess of \$5,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the ownership Units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements during the fiscal year costing in the aggregate \$5,000.00 or less may be made by the Board of Directors without approval of Unit Owners, and the cost thereof shall constitute part of the common expenses.

ARTICLE IX.

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP USE, AND THE OWNERSHIP, USE, OCCUPATION, AND ENJOYMENT

1. Subjection of the Property to Certain Provisions. The ownership, use, occupation, and enjoyment of each Unit and of the common elements of the regime shall be subject to the provisions of the Bylaws 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 Units and the Owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.
2. Use of Property. The use of the property shall be in accordance with and subject to the following provisions:
 - (a) A Unit shall be used or occupied for single-family dwelling purposes only.
 - (b) An owner has the right to decorate windows bounding his/her Unit, however, this right is limited to the extent that only drapes, curtains, sheers and shutters may be used which must be lined so that they appear white from the outside of the building, or wood blinds or shutters. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used.
 - (c) No more than one dog and two cats and one bird may be kept by the Owner of a Unit as pets and any such pet must weigh less than 25 pounds at any stage of growth (infancy or maturity). No exotic, dangerous or vicious animals shall be allowed. In no event shall a Owner or its guests, family members and invitees, have or allow a pet considered vicious or dangerous, including without thereby limiting, dogs which have the appearance and characteristics of being predominately of breeds of Staffordshire terrier, American pit bull terrier or American Staffordshire terrier. Any pets shall not be left

unattended by the Owners, may not be tied in any common area and shall not be allowed to run free. Owners shall clean up all waste of their pet(s). All pets outside of a Unit must be on a leash and accompanied, at all times, by an adult. Fencing or invisible fencing is not allowed. The handling and conduct of permitted pets shall be subject to any rules and regulations adopted by the Association. In the event a pet is deemed to be a nuisance by a majority of the Board at a duly called meeting due to the pet causing a disturbance of the other occupants of the Units by excessive noise, disruptive or aggressive behavior, the Board may require the Owner of the Unit where the pet is located or staying to permanently remove the pet from the premises.

(d) The right to sell, transfer or convey any condominium Unit may be subject to such reasonable and uniform objective standards relating to financial responsibility and/or character as may now or hereafter be adopted by the Association in the form of rules and regulations. No restriction shall include a right of first refusal or similar right to the Association. No such restriction shall be based upon race, religion, sex or place of national origin.

(e) All leases shall be in writing and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. In no event shall Owner lease his/her Unit for less than 1 year. There shall be no sub-leasing. All leases shall be in writing with a copy thereof provided to the Owners' Association prior to the date of possession. No lease shall relieve the Owner of the Unit from liabilities and responsibilities to the Owners' Association and other Owners as set forth in the Declaration or imposed under the laws of the State of Iowa.

(f) No noxious or offensive activity shall be carried on in any condominium Unit, nor shall anything be done or be permitted to remain in any condominium Unit which may be or become a nuisance or annoyance to owner or tenants, or which unduly interferes with the peaceful possession and property use of the Units by its Owners. Owners and/or other tenants shall exercise extreme care not to disturb other Owners or tenants with excessive noise.

(g) There shall be no obstruction of any common elements. Nothing shall be stored on any common elements (excepting those areas designated for storage of personal property by the Owners of the condominium Units) without the approval of the Association. Vehicular parking upon general common elements may be regulated or assigned by the Association. Repair or maintenance of automobiles in any general common element is strictly prohibited.

(h) Except for such signs as may be posted by the Developer for promotional or marketing purposes, no signs of any character which are visible from the outside of a condominium Unit shall be erected, posted or displayed upon, from or about any condominium Unit, unless first reviewed and approved by the Association provided, however, any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a rental is entered into.

- (i) The halls and passageways of all buildings shall be used only for ingress and egress.
- (j) No burning of any trash and no unreasonable or unsightly accumulation (or storage of litter, new or used materials, or trash of any other kind shall be permitted within any condominium Unit or be permitted to remain in public view, but shall be deposited in the receptacles provided for that purpose.
- (k) No structure of a temporary character, trailer, semi-trailer, tent, shack, boat, motorcycles, snowmobiles, all terrain vehicles, campers, travel trailers, other recreational vehicles, inoperable vehicles or the like shall be maintained upon or parked in driveways or any common elements at any time.
- (l) No owner or other person shall install any telephone wire, air-conditioning Unit, or other machine or device on the exterior of the Building except as hereafter provided. No tower, antenna, satellite dish or similar reception device shall be placed on any Building or Common Area unless the tower, antenna, satellite dish or similar reception device is one which is not or cannot be prohibited pursuant to the Federal Over-the-Air Reception Devices Rule, 47 C.F.R. §1.4000, or other similar governmental mandate in effect at the time of placement. Any tower, antenna, satellite dish or similar reception device not removed by the Owner upon sale of a Unit shall be deemed to have a date of placement, as to the new Owner, as of the date of closing. The directors of the Association shall adopt regulations governing the placement and maintenance of those towers, antennas, satellite dishes and other reception devices which cannot be prohibited. No Owner shall place, or allow the placement of, a tower, antenna, satellite dish or similar reception device upon a building or common area except for the personal use of the Owner or permissible tenants of the Owner. The Owner shall be responsible to the Association for any expense, liability, or damage of any kind incurred as a result of any tower, antenna, satellite dish or similar reception device placed or maintained on a Building or Common Area. The Association will not be responsible for any loss or damage to any tower, antenna, satellite dish or similar reception device.
- (m) Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the Board of Directors of the Association.
- (n) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.
- (o) Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his/her Unit or in the common area which will result in the cancellation of insurance on any Unit or any part of the common area, or which would be in violation of any law.
- (p) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the

Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

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

(r) Unit Owners are reminded that alteration and repair of the Building is the responsibility of the Association, except for the interior of the Units. No work of any kind is to be done upon the exterior building walls or upon interior boundary walls or doors without first obtaining the approval of the Association. Work inside a Unit will be coordinated with the Association before proceeding.

(s) Each Unit occupant shall keep his/her Unit and balcony or patios to which he/she has sole access in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, balcony or patio thereof, any dirt or other substance.

(t) No vehicle belonging to a Unit occupant or to a member of his/her family or guest, tenant or employee of it Unit occupant shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle. Further, bicycles and mopeds not stored in a garage which is part of a Unit shall not be stored in common elements except in the parking areas designed by the Association. All garage doors shall be kept closed at all times except when being opened for purposes of ingress and egress, or when a garage owner, family member, or guest is personally present in the garage area. No garage shall be used to store discarded items, junk or other unsightly materials. Garages shall not be used as a shop nor shall said garages be rented to someone not having a residence in a corresponding unit.

(u) Complaints regarding the services of the building shall be made in writing to the Board of Directors or to the managing agent or to the manager.

3. The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the condominium property and such rules shall be observed and obeyed by the Owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration.

ARTICLE X.

CONDEMNATION

1. Taking by Eminent Domain. Payment for the taking of a portion of a Unit or of the common elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee to be held in trust for the Unit Owners and their first mortgage holders, as their interests may appear. Even though the awards may be payable to Owners, the Unit Owners shall deposit the awards with the Insurance Trustee. And, in

the event of failure to do so, in the discretion of the Association a special assessment shall be made against a defaulting owner in the amount of his/her award, and the amount of such award shall be set off against the sums hereinafter made payable to such owner. The proceeds of the award shall be distributed or used in a manner heretofore provided for insurance proceeds except that when the Horizontal Property Regime is not to be terminated, and one or more Units are taken in part, the taking shall have the following effects:

(a) If the Unit is Reduced But Tenantable. If the Unit taking reduces the size of the Unit, and the remaining portion of the Unit can be made tenantable, the award for the taking of a portion of the Unit shall be used for the following purposes in order stated, and the following changes shall be effected in the Horizontal Property Regime:

(i) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owners of the condominium Unit.

(ii) The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit of record, the remittance being payable jointly to the owner and the mortgagees.

(b) Unit Made Untenantable. If the taking destroys or so reduces the size of the Unit that it cannot be made tenantable, the awards for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Horizontal Property Regime:

(i) The market value of such Unit immediately prior to the taking shall be paid to the owner of the Unit and to each mortgagee of the Unit of record, the remittance being payable jointly to the owner and the mortgagees.

(ii) The remaining portion of such Unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the Unit Owners in a manner approved by the Association; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a common expense among all remaining Units.

(iii) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner, and to condition the remaining portion of the Unit for use as part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit Owners who will continue as Co-owners of condominium Units after the changes in the Horizontal Property Regime affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by a district court judge in the Iowa District Court in and for Polk County. In the event that litigation results from or arises out of this Condominium Regime, the Units located therein, and claims/transactions related hereto or the performance thereof,

the parties agree to reimburse the prevailing party's reasonable attorney's fees and court costs in addition to any other relief to which the prevailing party may be entitled.

(iv) If the amount of the award for the taking exceeds the amounts necessary to pay the market value of the condemned Unit to the Owners as provided in sub-paragraph (i) above and to condition the remaining portion of the Unit for use as part of the common elements as provided in sub-paragraph (ii) above, the excess funds shall be payable to the owner of the condemned Unit.

(c) The Association shall thereafter have the right to file among the land records an amendment to this Declaration to incorporate all necessary changes.

ARTICLE XI.

DESTRUCTION; CASUALTY AND REPAIRS

1. In the event less than one-half of the entire project is damaged or destroyed by fire or other peril, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct or rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, if any. Provided, however, if 75% or more of the ownership Units within 20 days from such damage and destruction notify the Board of Directors in writing, requesting a vote of the Association members concerning the question of rebuilding, repairing or reconstructing the damage or destruction, the Association shall hold such meeting and shall commence such rebuilding, repairs or reconstruction unless Unit Owners (other than the Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of the votes on Units subject to mortgages appertain approve in writing the termination of the condominium regime.
2. In the event the proceeds of insurance are not sufficient to repair damage or if destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Association at its Common Expense and the repair or reconstruction of any condominium Unit shall be accomplished promptly by the Association at the expense of the owner of the affected condominium Unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Declaration and by the Bylaws of the Association.
3. In the event that one-half (1/2) or more of the entire project is substantially damaged or destroyed by fire or other casualty, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct, rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specification using the proceeds of insurance available for that purpose, unless Unit Owners (other than the Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of

the votes on Units subject to mortgages appertain approve in writing not proceeding with repair or reconstruction. In that event the project shall be deemed to be owned in common by the Owners of all of the condominium Units in the same proportions as that previously established for ownership of appurtenant undivided interests in the common elements, and the project shall be subject to an action for partition at the suit of the owner of any condominium Unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among the Owners of all the condominium Units as herein provided, after first paying out of the share of the owner of any condominium Unit, to the extent such share is sufficient for the purpose, all liens upon such condominium Unit.

4. In addition to the limitation on termination of the condominium regime set forth above in the event of substantial loss to the Units and/or common elements of the condominium property, unless the Unit Owners (other than the Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of the votes on Units subject to mortgages appertain have given their prior written approval, the Association may not:
 - (a) Change the pro rata interest or obligations of any Unit in order to:
 - (i) levy assessments or charges;
 - (ii) allocate distribution of hazard insurance proceeds or condemnation awards;
 - (iii) determine the prorata share of ownership of each Unit in the common elements; or
 - (b) Partition or subordinate any Unit; or
 - (c) Seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements by act or omission (the granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the condominium project not being a transfer within the meaning of this clause); or
 - (d) Use hazard insurance proceeds for losses to any condominium property (whether Units or common elements) for other than the repair, replacement, or reconstruction of the condominium property.

ARTICLE XII.

INSURANCE AND FIDELITY BONDS

1. The Association shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Property Insurance"):

(a) Insurance on the Condominium Property in an amount equal to full replacement value of the Condominium Property (as determined annually by the Association) and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. "Condominium Property" for the purpose of this Article XII shall include all property, real, personal, or mixed submitted to the regime other than personal property of any owner, and includes specifically, without limitation, the general and limited common elements (except land, foundation, excavation, and other items normally excluded from coverage), building service equipment and supplies, and other common personal property belonging to the Association. In addition, any fixtures, equipment or other personal property within the Unit which are to be financed by a mortgage to be purchased by FNMA or FHLMC (whether or not such property is a part of the common elements) shall be covered by such insurance. Such coverage shall afford protection against, at least, the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, and as is commonly required by prudent institutional mortgage investors in the area, including, but not limited to, as applicable and available, vandalism, malicious mischief, agreed amount, demolition cost, increased cost of construction, boiler and machinery explosion or damage, and any other perils normally covered by the standard "all risk" endorsement when available and such other insurance as the Association may from time to time determine; and

(b) Comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. FNMA and FHLMC may also require such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location, and use, including, but not limited to, host liquor liability, workers' compensation, and employers liability insurance, contractual and all-written contract insurance, bailee's liability, elevator collision, garage keepers liability, and comprehensive automobile liability insurance. FHLMC may require that a certificate of the liability policy be provided to the seller/servicer of the mortgage owned by FHLMC, with the seller/servicer to be named as the certificate

holder, and showing the information required under Section 6410 on the FHLMC Seller/Servicer Guide.

- (c) Workmen's' compensation insurance to the extent necessary to comply with any applicable law;
 - (d) Non-conforming structure endorsement to the extent necessary;
 - (e) Officers and directors' errors and omissions policy; and
 - (f) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.
2. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association against Owners of each of the Units. The premiums attributable to coverage on the condominium Units and the Common Elements shall be apportioned among the Units. Deductibles may not exceed the lower of \$10,000.00 or 1% of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated. The insurer's minimum liability per accident under boiler and machinery coverage must equal the insurable value of the building housing such boiler or machinery or \$2,000,000.00, whichever is less.
 3. The Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.
 4. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Owners of Units or their mortgagees.
 5. All policies shall provide that such policies may not be canceled or substantially modified without at least 30 days prior written notice to any and all insureds named thereon, including the Association and any and all mortgagees of the condominium Units.
 6. The Association shall from time to time designate an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of the Association.
 7. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the Condominium Project Insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium Unit. The work of repairing or reconstruction of the damaged or destroyed condominium Unit shall be commenced within 30 days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium Units were originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the condominium Unit. The payment of the proceeds of insurance shall be made as the work progresses at such time

and upon, compliance by the owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium Unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the owner; provided, however, that in the event a decision not to reconstruct is made according to the terms of Article XI hereof, Ironwood Village shall be considered terminated. In the event of such termination, the Board of Directors shall have the responsibility of closing out the affairs of the Condominium Project in an orderly manner. All damaged or destroyed condominium Units must be repaired or restored unless a determination not to do so is made by Unit Owners and eligible holders of first mortgages as provided in Article XI above.

8. Any insurance obtained pursuant to the requirements of this Article, except under subsection (h) hereof, shall be subject to the following provisions:

(a) All policies shall name as insured the Association of the Owners of Ironwood Village for the use and benefit of the individual Unit Owners, and may also be issued in the name of an authorized representative of the Association including any insurance trustee with whom the Association has entered into an Insurance Trust Agreement. Such policies shall be written with a company or companies licensed to do business in the State of Iowa and holding A rating of "A-XI" or better, by Best's Insurance Reports and a policyholder's rating of "A" or better, and in any event meeting the qualification requirements set forth in the FNMA Correctional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his/her successor. All proceeds from an insured loss under such policy shall be held in trust for the use and benefit of the Association and the Owners of all Units and their respective first mortgagees as interest may appear. Each Unit owner and each Unit owner's first mortgagee, if any, shall be beneficiaries of such policies according to the respective Unit's undivided ownership interest in the common elements. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and Bylaws.

(c) In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual Unit owner purchased as herein permitted by such owner of a condominium Unit or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

(d) All policies shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to any and all insureds named thereon, including the Association any and all mortgagees of the condominium Units. Policies are unacceptable where:

(i) under the terms of the insurance carrier's charter, by-laws, or policy, contributions, or assessments may be made against borrowers, FNMA, FHLMC, or the designee of FNMA or FHLMC, or if made against any other party could become a lien on the mortgaged property superior to the outstanding liens or

(ii) by the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members, or

(iii) the policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

(e) All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to erect or restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration and the Bylaws.

(f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, their agents and employees, the respective condominium Unit Owners, their residence employees and agents. Independent contractors shall not be considered agents, employees or servants of the Association or of the respective condominium Unit Owners within the meaning of said waiver.

(g) The insurance policy shall contain a provision that the insurance shall not be prejudiced:

(i) By any act or neglect of any occupants or Owners of the building when such act or neglect is not within the control of the condominium Unit Owners collectively; or

(ii) By failure of the condominium Unit Owners collectively, to comply with any warranty or condition with regard to any portion of the premises over which the condominium Unit Owners collectively have no control.

(h) The owner of any condominium Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium Unit-owner's endorsement" for improvements and betterments to the condominium Unit made or acquired at the expense of the owner) at his/her own expense. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Article, or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation

provisions as set forth in Section 9(f) of this Article. The Developer recommends that each owner of a condominium Unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Policy", or equivalent, to insure against loss or damage to personal property, including but not limited to decorated surfaces of walls, floor coverings, plumbing and electrical fixtures, non-load bearing walls and appliances used or incidental to the occupancy of the condominium Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium Unit owner's endorsement" covering losses to improvements and betterments to the condominium Unit made or acquired at the expense of the owner.

(i) Certificate of insurance shall be issued to each Unit owner and mortgagee upon request, in a form acceptable to the mortgagee. Specimen policies shall be provided to any mortgagee upon request.

(j) Casualty policies shall contain the standard mortgagee clause (without contribution) as is commonly accepted by private institutional mortgage lenders in the area and which appropriately names FNMA and FHLMC if such corporations are holders of first mortgages on Units within the condominium regime. If FHLMC owns the first mortgage on a Unit, the seller/servicer of the mortgage and its successors and assigns shall be named and the mortgagee on the mortgage clause.

(k) Casualty policies shall also include an "Agreed Amount Endorsement," and if available, an "Inflation Guard Endorsement."

9. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. Where the management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association or Insurance Trustee. The Federal National Mortgage Association also requires, as a condition to approval of condominium projects, that such bonds provide that the FNMA Servicers, on behalf of FNMA, also receive such notice of cancellation or modification.

ARTICLE XIII.

CONTROL OF ASSOCIATION

Notwithstanding anything to the contrary provided herein, so long as the Declarant retains an interest in any of the units subject to this Declaration, Declarant shall have sole voting control and authority relating to the Association, the Board of Directors and all other matters relating to the operation of the Association. At such time as the Declarant no longer retains an ownership interest in any unit, or until such time the Declarant waives the right to be the sole voting member, whichever first occurs, all such voting control and authority shall automatically transfer back to the Board of Directors and the unit Owners.

ARTICLE XIV.

AMENDMENT

1. **Procedure.** Except as otherwise provided in this Declaration in Article XI and Article XIII pertaining to amendment to this Declaration, control of the Association or termination of the condominium regime as a result of destruction, damage or condemnation, this Declaration may be amended and such amendment shall be made in the following manner:
 - (a) The consent in writing of Owners of Units to which at least 67 percent of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Units to which at least 67 percent of the votes of Units subject to mortgages appertain shall be required to terminate the condominium regime.
 - (b) In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the Association, in the manner specified in such Bylaws, such amendment shall be effective upon its execution and recordation by the President or other officer of the Association, authorized therefore by Resolution.
 - (c) In the case of all other amendments to this Declaration, by written agreement of the Unit Owners to which at least 67 percent of the votes in the Association are allocated, provided eligible holders of a first mortgage of record to which at least 51% of the votes of Units subject to a mortgage appertain so approve in writing.
 - (d) No amendment shall be valid without the written approval of the Developer as long as the Developer owns any unit unless used personally, rented or leased to others by the Developer.
 - (d) Developer may, until all phases of the condominium regime contemplated herein have been completed or until the Developer has sold all the units in this regime, make amendments to this Declaration without the approval of the Unit Owners. Any supplemental or amendment to this Declaration filed by the Developer need be executed only by the Developer or its assigns notwithstanding ownership of Units by others and no consent of other Owners shall be required.

2. Effectiveness. Upon its recordation at the Office of the Polk County Recorder by the President or other officer appointed for that purpose, an amendment adopted in the manner specified in Paragraph 1 of this Article, or as otherwise provided in other Articles herein, shall be effective against any persons having an interest in a Unit or the regime regardless of whether said person had such interest at the time said amendment was adopted in accordance with Paragraph 1 of this Article.

ARTICLE XV.

EXPANSION OF CONDOMINIUM REGIME

1. The right to enlarge the condominium regime from time to time, is reserved exclusively to Developer and shall be exercised by Developer, if at all, not later than the date five years after the date of recording this Declaration. Developer shall have and exercise the right to enlarge the condominium not only in its individual capacity but also as agent for the Owners of all Units in the condominium as now constituted or hereafter enlarged and such Unit Owners do hereby irrevocable appoint Developer as their agent for the purpose of so enlarging the condominium.
2. The right to enlarge the condominium regime by adding thereto additional buildings and/or additional Land upon which additional buildings, units, and other improvements exist or are to be constructed, shall be exercised by Developer, if at all by executing and acknowledging a supplemental declaration to such effect made pursuant to the Horizontal Property Act. Such supplemental declarations shall be designated by the title "First Supplemental Declaration of Condominium," "Second Supplemental Declaration of Condominium" and so forth in a numerical series. Each such supplemental declaration shall constitute an amendment of and, by appropriate reference thereto, shall be incorporated into this Declaration of Condominium by which the condominium is originally established. Such supplemental declaration shall be effective when recorded in the Office of the Recorder of Polk County, Iowa.
3. The land now included in the condominium regime consists of that described as the Land on page 1 hereof. The condominium regime may be enlarged, from time to time, by adding buildings on the Land and/or by adding or parcels and buildings thereon from the additional land lying contiguous to the Land already dedicated.
4. The additional buildings to be constructed upon the Land and upon any additional land shall all be added to the condominium regime by supplemental declaration, and the Units contained therein, shall be of a quality, type of construction, and general character equal or superior to and compatible with the original Building located on the Land and the Units contained therein.
5. The buildings to be included in any additional phase and appurtenant improvements must be substantially completed before the phase can be added to the condominium regime by the filing of a Supplemental Declaration. All taxes and other assessments relating to the property in any additional phase covering any period prior to the addition of each phase must be paid or otherwise satisfactorily provided for by the Developer prior to filing the

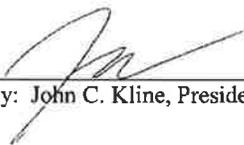
Supplemental Declaration for that phase. All of the original cost of any land, or the buildings, apartments, and other improvements existing or to be constructed thereon, which are added to the condominium by a supplemental declaration, shall be paid for by Developer and no part thereof shall ever be assessed against any apartment Units as a common expense.

- 6. The fractional interest in the common elements appurtenant to each Unit in the condominium regime as now constituted or hereafter enlarged shall be a fraction having as its numerator one and having as its denominator the total of all Units in the condominium regime.

IN WITNESS WHEREOF, we have hereunto set our hands this 15th day of December, 2005.

IRONWOOD VILLAGE, L.C., an Iowa limited liability company

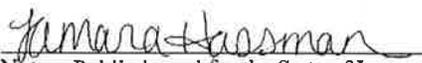
By: John C. Kline, Inc., an Iowa corporation, Manager


By: John C. Kline, President

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 15th day of December, 2005, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared John C. Kline, to me personally known, who being by me duly sworn, did say that he is the President of John C. Kline, Inc., an Iowa corporation, Manager of Ironwood Village, L.C., an Iowa limited liability company; that said instrument was signed on behalf of the limited liability company by authority of its Members; and that John C. Kline as such officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the limited liability company, by it and by him voluntarily executed.




Notary Public in and for the State of Iowa