

WARREN COUNTY, IOWA  
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JUDITH K. LATHROP, RECORDER

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**DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME FOR  
THE VILLAS AT ORCHARD HILLS**

THIS DECLARATION is made this 31<sup>st</sup> day of January, 2006, by ROTTLUND HOMES OF IOWA, INC., a Minnesota corporation, (hereinafter referred to as "Declarant") the owner of the real estate described herein. This Declaration is made pursuant to the provisions of the Horizontal Property Act, Chapter 499B, Iowa Code, 2005, as amended (hereinafter referred to as "the Act").

**WHEREAS**, Declarant is the owner in fee simple title of the following described real estate situated in Norwalk, Warren County, Iowa, legally described as:

Lots 1 and 2, Orchard Hills Villas II, an Official Plat, now included  
in and forming a part of the City of Norwalk, Warren County, Iowa;

(hereinafter referred to as the "real estate");

**NOW, THEREFORE**, Declarant hereby declares that the real estate is submitted to the Horizontal Property Regime on the terms, conditions and restrictions as hereinafter set forth in this Declaration which shall constitute covenants running with the real estate and shall be binding on Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the real estate, their grantees, successors, heirs, personal representatives, devisees and assigns:

1. The land which is the subject of the Horizontal Property Regime described herein is described above.

2. Condominium Units.

A. There are 4 to 12 separate Units located in each of the buildings located on each of the lots in the property in the Regime, as shown on Exhibits "A" and "C" attached hereto. The boundaries of each Unit shall be the interior unfinished surface of the walls,

floors and ceilings thereof depicted as boundaries in Exhibit "A". Accordingly, all lathe, furring, wallboard, plasterboard and plaster constituting a part of the wall shall be deemed to be outside of the Unit and any floor covering systems (including carpeting, ceramic tile and wood floors), draperies, wallcovering, paint, furniture, furnishings, or personal property belonging to the Unit Owners and any improvements, fixtures and other property supplied or installed by Unit Owners or upgrades from standard installation/construction shall be deemed to be included within the Unit. All doors and windows located in the walls of a Unit shall be included within that Unit but shall be maintained at the expense of the Owner. Each of the Units is hereby allocated one (1) vote in the Association. The percentages of the Common Expenses of the Association are hereby equally allocated to the Units. The percentages of the undivided interests in the Common Elements and of the Common Expenses of the Association allocated to each Unit on such basis is the Percentage Interest set forth opposite each such Unit in Exhibit "A" attached hereto. The description of the buildings to be located within the Horizontal Property Regime ("Regime"), and the number of Units are shown on Exhibits "A" and "C", attached hereto and incorporated herein by this reference, which includes Unit numbers, location, approximate area, number of rooms and immediate common area to which the Unit is adjacent. Exhibit "A" also contains the percentage interest which each Unit bears to the entire Regime.

B. The building plans for the twelve-plex buildings located on Lots 7 and 8 referenced herein and the eight-plex building located on Lot 9 referenced herein, all of which may be added to the terms of this Declaration pursuant to Section 8 hereof, indicate two versions of these buildings that may be constructed that may then allow for additional two-car garage units to be constructed. All lots upon which the larger twelve-plex or a larger eight-plex may be located will accommodate either version. At the time of the construction on Lots 7, 8 and 9, an amendment to this Declaration will be filed, adding such lot to the terms of this Declaration and which will indicate which version of the building plan has been chosen for that particular lot. Both building plans are attached hereto as a part of Exhibit "A".

### 3. Common Elements.

A. All portions of the real estate other than the Units are Common Elements. The Common Elements shall include, but shall not be limited to, the 24-foot or 28-foot access easement areas shown on the Site Plan in cross-hatched markings, a copy of which Site Plan is attached hereto, marked as Exhibit "C" and incorporated herein by this reference. Certain portions of the Common Elements designed to serve a single Unit are, by operation of Chapter 499B.2(6), of the Act, Limited Common Elements allocated for the exclusive use by the respective Units served thereby to the exclusion of other Units. As shown on Exhibits "A" and "C", garages and the driveways leading from the 24-foot or 28-foot access easement areas to the garages are Limited Common Elements, allocated for the exclusive use of the respective Units indicated on the drawings included within Exhibit "A" and "C" to the exclusion of other Units. The Units are constructed with wood frame construction. Additionally, the deck and appurtenances and entry area and air conditioning equipment serving each Unit and patio area which are accessible from each Unit are Limited Common Elements allocated for the exclusive use of such Unit to the exclusion of the other Units.

The air conditioning equipment referenced above, and all decks and appurtenances, as well as all heating and water heater equipment that is actually located within each Unit, are to be maintained, repaired and replaced by the owner of each such Unit at such owner's sole cost and expense.

B. Subject to the following provisions of this paragraph, each garage may be used and improved by the Owners of the Unit to which it is allocated in any manner desired by such Owners. Such use and improvement shall be subject to the provisions of the Act, this Declaration, the Articles and the By-Laws. Additionally, the Board of Directors shall have the power to promulgate rules and regulations relative to the garages and the use or improvement thereof provided that the same shall not prevent any use or improvement of garages unless such use or improvement is reasonably determined by the Board of Directors to create objectionable noises or odors, to damage or endanger the structure of the garages or the buildings of which they are a part, or to create or constitute a hazardous condition. Any Owner desiring to make an improvement in the garage allocated to such Owner's Unit shall, prior to commencing construction thereof submit plans for such improvement to the Board of Directors and secure the consent of the Board of Directors to such improvement, which consent shall not be withheld unless the Board of Directors reasonably determines that the proposed improvement will create or constitute a hazardous condition or will damage or endanger the structure of the garage or the building of which it is a part. **The improvements described above are contemplated to be made below the ceiling and above the floor of the garage.** No Owner shall alter the external appearance of the garages. The Board of Directors shall have the right, in its discretion, to require a bond or other security for the completion of the proposed improvements and the payment of all costs thereof. All damage done to a garage in connection with the Construction of any such improvement shall be repaired at the cost of the Owner constructing such improvement. All costs of constructing any such improvement shall be paid by the Owner constructing the same. In the event that any mechanic's lien is filed against the Regime or any part thereof in connection with the construction of such improvement, the Owner constructing such improvement shall immediately cause the same to be discharged at such Owner's expense. If such Owner fails to do so, the Association may, but shall not be obligated to, immediately cause the same to be discharged of record and all amounts, costs and expenses paid or incurred by the Association in connection with effecting such discharge shall be immediately due from such Owner to the Association and shall be such Owner's personal liability, a lien on such Owner's Unit and collectible by the Association, all in the same manner as set forth herein with respect to Common Expense assessments. The Owners of each Unit shall be responsible for cleaning the garage allocated to the Unit owned by them and for repairing and maintaining any improvements to the interior of the garage constructed by an Owner. The Association shall not be required to maintain any insurance with respect to any improvements to a garage constructed by an Owner. In the event that the Association incurs extraordinary expenses related to any garage on account of any use thereof or improvement thereto made by the Owner of the Unit to which such garage is allocated, the Association may assess the amount of such extraordinary expense against the Unit to which such garage is allocated. **No storage or use of areas above the ceiling of any Unit or above the ceiling of any garage of any Unit is allowed.**

C. Nothing herein should be construed to grant the ability to any Unit owner to plant any trees, bushes, or landscaping material in any of the common elements or limited common elements without the prior written approval of the Association which approval may be withheld in the Association's sole discretion. Any such approval may be conditioned upon the owner being responsible for any additional irrigation or landscape maintenance expense (mowing) attributable to such plantings.

4. Budget/Levy/Lien.

A. Calculation of Common Expenses/Special Assessments.

1. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Unit Owners in accordance with the Declaration and the Bylaws. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget of Common Expenses and the allocation thereof to the Unit Owners, the amount so allocated to the Unit Owners of each Unit shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Unit and shall be a lien thereon, payable in equal monthly installments due on the first day of each month during the period covered by the Budget, without further resolution by the Board of Directors.

2. The Common Expenses shall include those Common Expenses set forth in the Declaration and the Bylaws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property and as permitted by the Act and all laws amendatory thereof and supplemental thereto; provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Unit Owner.

3. The Board of Directors shall advise all Unit Owners in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Unit Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Unit Owner and to his First Mortgage. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unneeded Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements.

4. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expense, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors, subject to approval by the members as set forth elsewhere herein.

5. Any special assessment shall first be adopted by the Board of Directors and then must be confirmed by a vote of 2/3 of all members in attendance in person or by proxy, at a meeting duly called for that purpose and shall thereafter be assessed against the Unit Owners, shall be a lien on the Units and shall be enforceable in the same manner as the monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors.

6. At the time of the initial closing of the conveyance of any Unit from the Declarant, the purchaser thereof shall pay to the Association a working capital fund in an amount equal to two months estimated common area charges for the Unit, which amount shall not be refundable and an amount equal to one years' insurance premium for the Unit relating to the insurance obtained by the Association, which amount for insurance shall be prorated for the amount of time left on the annual premium relating thereto.

B. Initial Annual Assessment. Until the date that is one year following the recording of this document, the initial annual assessment for all Units shall be \$ 1,140.00.

1. From and after the first anniversary of the filing of this document, the annual assessment may be increased each year not more than 25% above the annual assessment for the previous year without a vote of the membership.

2. From and after the first anniversary of the filing of this document, the annual assessment may be increased above 25% by a vote of 2/3 of all members in attendance in person or by proxy, at a meeting duly called for that purpose.

3. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the amount described herein.

4. All annual and special assessments shall be uniform for each Unit.

C. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors. An Owner may not avoid assessment for Common Expenses by failing or waiving the right to the use or enjoyment of the Common Elements. Monthly assessments shall be due as provided herein and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any Owner of a Unit and its appurtenant undivided

interest in Common Areas and Facilities may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due and payable all Common Expenses attributable to that Unit. The mortgage note or deed may further provide that a default in making such deposit shall be a default under the terms of the mortgage deed. In the event that a mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.

D. Date of Commencement of Common Expenses. The Common Expenses provided for herein shall commence as to each of the Units on the day that a certificate of occupancy has been issued for that Unit. Any amounts for Common Expenses shall be adjusted prorata for the number of days left in the month. The first Common Expenses shall be adjusted according to the number of months remaining in the calendar year. The Board of Directors shall fix the amount of the Common Expenses against each Unit at least thirty (30) days in advance of each annual assessment period. Written notice of the annual assessment shall be sent to every Owner subject thereto. The due dates shall be established by the Board of Directors. The Association shall, upon demand, furnish a certificate signed by an officer of the Association setting forth whether the assessments on a specified Unit have been paid. A properly executed certificate of the Association as to the status of assessment on a Unit is binding upon the Association as of the date of its issuance.

E. Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Units which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Unit the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid.

F. Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owners shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to either the Act or the laws of the State of Iowa relative to usury. In addition, a charge of \$25 shall be made for any monthly Common Expense assessment for payments received after the 15<sup>th</sup> of the month for which the payment is due. Such Owner shall also be obligated to pay all expenses, including reasonable attorneys' fees and court costs incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of a Unit Owner to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the default Owner, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Owner. The Board of Directors, the Association and each individual Unit Owner shall have the right and duty to attempt to recover all

assessments for Common Expenses, together with interest thereon and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against an owner, by foreclosure of the lien on a Unit pursuant to the Act, any statute amendatory thereof or supplementary thereto, or by another remedy available under the Act or hereunder.

**BY ACCEPTANCE OF A DEED FOR ANY LIVING UNIT DESCRIBED HEREIN, EACH LOT OWNER SHALL BE DEEMED TO HAVE AGREED TO THE FOLLOWING LANGUAGE:**

**I UNDERSTAND THAT HOMESTEAD PROPERTY IS IN MANY CASES PROTECTED FROM THE CLAIMS OF CREDITORS AND EXEMPT FROM JUDICIAL SALE; AND THAT BY ACCEPTING A DEED FOR A LIVING UNIT IN THIS DEVELOPMENT, I VOLUNTARILY GIVE UP MY RIGHT TO THIS PROTECTION FOR THIS LIVING UNIT WITH RESPECT TO CLAIMS BASED UPON THIS DECLARATION.**

G. Records. The Board of Directors shall cause to be kept at the Registered Office of the Association, or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Unit Owners and names of any First Mortgagees who have requested the notice of default described in the Declaration and the Unit on which such First Mortgagee holds a mortgage, and detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements. Such records shall be available for examination by the Owners or mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Unit, setting forth the amount of the assessments against the Unit, the date when due, the amount paid thereon and the balance remaining unpaid. The Association shall be required to make current copies of the Declaration, By-Laws and the rules and regulations governing the regime as well as other books, records and financial statements available to Unit Owners, lenders and the holders and insurers of first mortgages on any Unit. In addition, the Association shall also be required to make copies of the Declaration, By-Laws, rules and regulations governing the regime and the most recent financial statements available to prospective purchasers.

5. Use of the Regime. The Regime and each of the Units shall be used and occupied in accordance with the following provisions:

A. Residential Use Only. Subject to the provisions of Subparagraph 4B below, the Regime and each of the Units are intended for residential purposes only. No use may be made of any Unit except that of a residence for the Unit Owner thereof, their families, tenants and social guests and no business or commercial use shall be permitted on the Real Estate provided, however, that the Association may maintain an office on or in any part of the Real Estate for management purposes and further provided that a home office shall be allowed,

subject to any city ordinance that may apply, so long as no more than two vehicle trips per day to the Unit take place. **THE USE OF THE UNIT FOR DAYCARE, CHILDCARE, MUSIC OR PIANO LESSONS OR FOR TUTORING IS SPECIFICALLY PROHIBITED.**

B. Use for Sales Purposes. So long as Declarant owns any Unit, Declarant may maintain advertising signs on any part of the Common Elements and sales offices, management offices and model Units within any Unit or Units or in or on any part of the Common Elements and such sales offices, management offices and model Units may be relocated by Declarant from time to time. Any signage shall be subject to the sign ordinance of the City of Norwalk, Iowa.

C. Rental of Units. Any lease arrangement of a Unit shall be required to provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, the By-Laws and Articles of Incorporation of the Association and any rules and regulations established by the Board of Directors; shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure of the lessee to comply with the terms of such documents or rules shall be a default under the Lease or Rental Agreement. All leases shall be required to be in writing and any Unit Owners leasing or renting a Unit, shall, prior to the commencement of the Lease or rental term, deliver to the Secretary of the Association and to any management company involved for the Association a complete copy of the Lease or Rental Agreement. No Lease shall be for a period of less than thirty (30) days. Any Unit Owner shall remain liable for all the actions of the tenant relating to the Declaration and any rules and regulations of the Association. Other than the foregoing, the Unit Owners of the respective Units shall have the absolute right to lease the same. Any arrangement whereby the occupants of a Unit are part of the immediate family of the Unit Owner (ie: mother, father, sister, brother, grandparent, mother-in-law or father-in-law) shall not be considered a lease but the occupants shall be required to abide by the terms hereof as if they were tenants.

D. Easements for Encroachments. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Regime, any portion of the Common Elements encroaches upon a Unit or Units or any portion of a Unit encroaches upon the Common Elements or upon an adjoining Unit or Units, a valid easement for the encroachment and for the maintenance thereof, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Units for the purposes of marketability of title. In the event the Real Estate is partially or totally destroyed, and then rebuilt, the Unit Owners shall permit minor encroachment of parts of the Common Elements, and of other Units, due to reconstruction, and a valid easement for said encroachments and the maintenance thereof shall exist.

E. Rules. Each Unit Owner, occupant, tenant or guest shall use the Unit and the Common Elements only in compliance with the provisions of the Act, this Declaration, the Articles and the By-Laws, all as lawfully amended from time to time, and with all decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any



such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act. Failure to pay a levied fine may result in a judgment being obtained against the titleholder.

F. Prohibited Activities. No unlawful, noxious or offensive activities shall be carried on in any Unit or elsewhere on the Real Estate, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others. **THE USE OF THE UNIT FOR DAYCARE, CHILDCARE, MUSIC OR PIANO LESSONS OR FOR TUTORING IS SPECIFICALLY PROHIBITED**

G. Apartment Exterior. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the Units (except within the garages which are allocated to the Units), or which may be visible from the outside of the Units (other than draperies, curtains, or shades of a customary nature and appearance in any event subject to the rules and regulations of the Board of Directors). No window air conditioners shall be allowed. No owner shall paint or decorate or adorn the outside of his Unit nor shall he install outside of his Unit any canopy, awning, outside radio or television antenna, satellite dish, or other equipment, fixtures or items of any kind including, but not limited to hot tubs, whirlpool baths and spas, storage sheds or containers, animal runs or shelters, and permanent or temporary fencing around patios, without the prior written permission of the Board of Directors, which permission may be withheld in the sole discretion of the Board. Any owner may, however, install flower planters and flower pots on any patio area designated as a limited common element relating to that owner's Unit so long as the owner properly maintains such planters and pots which may be filled with flowers, ornamental bushes or vegetables at the discretion of the owner. Notwithstanding anything to the contrary provided herein, no such restrictions shall be enforceable if they are in contravention of any federal, state, or local law, statute, regulation, ordinance, or rule.

No Owner of a Unit shall display, hang, store (except within the garage which is allocated to his Unit) or use any sign outside his Unit, or which may be visible from the outside of his Unit without the prior written permission of the Board of Directors. The foregoing notwithstanding, an Owner shall be permitted to display a sign of not more than three (3) square feet in an area advertising such Owner's Unit for sale or lease. Such sign shall be located in the yard area between such Owner's Unit and the road in front of such Unit.

**No storage or use of areas above the ceiling of any Unit or above the ceiling of any garage of any Unit is allowed.**

H. Animals/ Pets. No animal of any type shall be kept in any Apartment or in the Common Elements, unless and until the Board of Directors has enacted rules and regulations specifically permitting the keeping of such type of animal. The Board of Directors shall have complete discretion as to whether or not it will permit the keeping of

animals of any particular type. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal in one or more, but not all, Apartments when special circumstances are present. An example of the special circumstances contemplated hereby is the need for a seeing eye dog. The Board of Directors shall also have complete discretion as to the substance of any administrative rules and regulations enacted by it regarding the manner in which any permitted animal shall be kept, provided that the Board of Directors may not, in any case, permit the keeping of any animal for any commercial purpose. The Board of Directors shall have the right at any time to change its rules and regulations relating to animals. Any such changes to rules and regulations relating to animals that are adopted by the Board of Directors shall be effective only in a prospective fashion in order that any animal or animals permitted to be kept under previously enacted rules and regulations shall be "grandfathered" and shall be allowed to remain. No such animal shall be replaced, however, if, at the time of such replacement, the keeping of such animal would violate the rules and regulations existing at the time of such replacement. Any animal permitted to be kept shall be kept in strict accordance with the administrative rules and regulations relating to such animals from time to time approved by the Board of Directors and in any event shall be kept in a manner so as not to constitute a nuisance to others. Any damage done by any pets including dragging chains, digging, or scratching or chewing shall be the responsibility of the owner of the pet, including, but not limited to, any such damage done to lawns and/or landscaping. In addition, all pet owners shall be responsible for all actions of their pets, including cleaning up the animal waste of each pet. Notwithstanding anything to the contrary provided herein, there shall be no restriction on keeping animals in the apartments or in the Common Elements if such restriction would be contrary to any federal, state, or local law, statute, regulation or ordinance, and the Board of Directors shall not, in that event, enact any rules or regulations contrary to any such federal, state or local law, statute, regulation or ordinance.

I. Trash. Trash, garbage and other waste shall be kept only in sanitary containers as provided by the trash service and which shall also include secured trash bags, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the rules and regulations promulgated by the Board of Directors, or as set forth by the municipal body that arranges for the collection thereof.

J. Storage of Personal Property. Except as provided in this Declaration or as permitted by the rules and regulations adopted from time to time by the Board of Directors in its sole discretion, no personal property of any kind whatsoever, including but not limited to, recreational vehicles, boats, campers, cabs, trailers, snowmobiles, bicycles, tricycles or motorcycles belonging to any Owner or to any tenant of such Owner or any guest or invitee of any Owner or any tenant shall be stored, placed or kept, temporarily or permanently, in or on the Common Elements, or the limited common elements (including but not limited to all driveways and streets) except as is more particularly described hereinafter. Automobiles may, however, be parked in such areas except for the 24-foot or 28-foot access easement areas. All visitor/guest parking is intended to be temporary in nature, is reserved for visitors and guests and shall not be used by the Owners. Without limiting the generality of the foregoing, no personal property including but not limited to recreational vehicles, boats,

campers, cabs, trailers, snowmobiles, bicycles, tricycles or motorcycles shall be stored inside in a garage unless the particular garage used for such storage is still used for the storage of the appropriate number of automobiles (i.e. one automobile in a one-car garage and two automobiles in a two-car garage). It is not intended that garages shall be used as storage areas, thus requiring automobiles that would otherwise be parked in the garage to be parked in the driveway or in other parking areas of the Regime. Owners shall, however, be allowed to keep normal and customary lawn and patio furniture (but no play equipment, portable basketball hoops, storage sheds, animal runs or shelters, hot tubs, whirlpool baths or spas and other personal property not otherwise hereby allowed) in the patio allocated to such owner's Unit as a Limited Common Element. Flower boxes, planters and pots may be placed on any patio/deck so long as they are maintained by the Owner, provided, however, that the Association shall not be responsible for any damage caused thereto. In the event that the Unit Owner does not adequately maintain such matters, the Association shall have the right to perform such maintenance as the Board of Directors of the Association determines in its reasonable discretion and charge the cost thereof to the particular affected Unit Owner as a special assessment.

K. Machines. No Owner shall overload the electrical wiring in the Regime or operate any machines, appliances, accessories or equipment in such manner as to create a safety hazard or to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.

L. Rules and Regulations. The Board of Directors may, from time to time, promulgate rules and regulations regarding the use of the Units and the Common Elements, provided that such rules shall be reasonable in scope and shall tend to promote the use of the Real Estate for the purpose set forth herein.

M. Gardens and Shrubs. Except as permitted by the Board of Directors, in its sole discretion, and except as provided herein, no gardens, shrubs, flowers or other plants shall be planted by any Owner on any Common Element or Limited Common Element provided, however, that flower boxes, planters and pots may be placed on any patio/deck so long as they are maintained by the Owner, provided, however, that the Association shall not be responsible for any damage caused thereto. In the event that the Unit Owner does not adequately maintain such matters, the Association shall have the right to perform such maintenance as the Board of Directors of the Association determines in its reasonable discretion and charge the cost thereof to the particular affected Unit Owner as a special assessment.

N. Visitor/Guest Parking. All parking areas in the Common Elements are reserved for visitors and guests to the condominium and shall not be used by Owners. All visitor/guest parking is intended to be temporary in nature, is reserved for visitors and guests and shall not be used by the Owners. All visitors and guests staying for extended periods are to park their vehicles in the driveway of their host. Parking in the common elements shall be permitted only in designated areas. **No parking is allowed in the 24-foot or 28-foot access easement areas that provide access to and from the Units unless the site plan for**

**the Regime that has been approved by the City of Norwalk specifically allows for such parking.**

O. **Blocking of Driveways.** Under no circumstances shall any Owner or other person block access to any garage or driveway, even temporarily, other than the garage or driveway allocated to such Owner's Unit as a Limited Common Element. Any vehicle that is blocking a garage or driveway shall be subject to immediate towing without notice.

P. **No Right of First Refusal.** The Association shall not have any right of first refusal or similar restriction regarding the conveyance of any Unit.

6. **Maintenance and Repair.**

A. Every Unit Owner shall perform promptly all maintenance and repair work required within his own Unit and all maintenance and repair work required within the garage space assigned to his Unit and made the Owner's responsibility under Section 3 of this Declaration which, if not performed, would affect the Common Elements or another Unit or Units. Upon the failure of any Unit Owner to perform his responsibilities under this paragraph, the Association may, but shall not be obligated to, perform the same and such Unit Owner shall be liable to the Association for all expenses incurred by the Association in performing the same and the amount thereof shall be a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments. All incidental damage or liability caused to a Unit or Units or to the Common Elements by the failure of a Unit Owner to perform his obligations under this paragraph or caused in the course of performing such obligations shall be the responsibility of the Unit owner.

B. If maintenance, repairs or replacements to the Common Elements or to the Unit of another Unit Owner are necessitated by the negligence, willful act, misuse or neglect of a Unit Owner or of anyone for whose negligence, willful act, misuse or neglect such Unit Owner is responsible, the expense thereof shall be charged to such offending or responsible Unit Owner, and the amount thereof shall be a lien on such Owner's Unit and shall be collectible in the same manner as set forth herein with respect to Common Expense Assessments.

C. The Association is responsible for maintenance, repair, and replacement of the Common Elements, including the Limited Common Elements, except as set forth herein. In the event that the Owner does not provide maintenance, repair and/or replacement of any items referenced herein that are the responsibility of the Owner, to the satisfaction of the Association, the Association shall have the ability, after ten (10) days' prior written notice to the Owner, to perform such maintenance, repair or replacement at the expense of Owner and bill Owner therefor, with such amount being treated as fine which may also give rise to the filing of a lien by the Association as is described elsewhere herein. Except as provided herein, any Common Expense associated with the maintenance, repair or replacement of a Common Element or Limited Common Element shall be assessed against all the Units in accordance with the Common Expense liability allocated to each Unit hereunder and shall

not be assessed solely against the Unit or Units to which such Limited Common Element is assigned. Notwithstanding the above, the air conditioning equipment referenced in Section 3, and all decks and appurtenances, as well as all heating and water heater equipment that is actually located within each Condominium, are to be maintained, repaired and replaced by the owner of each such Condominium at such owner's sole cost and expense. The following is a list of certain items that would stand as an example for the types of maintenance, repair, and replacement to be performed by the Association as part of the common elements. This list is not intended, however, to be all inclusive in any respect:

1. private driveways and patios
2. garage floors, but not including repair concerning floor painting or sealants or any damage caused by the Owner, such as excessive weight from a hot tub, sauna, or other heavy item(All garage doors shall be maintained by the Association, but the expenses therefore shall be billed directly to the Owner of the particular Unit. In addition, all garage openers shall be the sole responsibility of the individual Unit owner)
3. sidewalks
4. landscaping, including trees and shrubbery
5. irrigation system\*
6. shingles
7. siding
8. exterior lighting
9. snow removal
10. lawn mowing
11. All doors and windows shall be maintained by the Association, but the expenses therefore shall be billed back directly to the Owner of the particular Unit.

\*Nothing set forth herein shall require the Association to continue to use the irrigation system installed by the Declarant or to water the landscaped or grass areas of the Common Elements, however, the Association shall be responsible for any expenses relating to the operation or closing of the irrigation system.

No individual Unit owner shall be allowed in any way to perform any of the Common Area maintenance, repair, or replacement that is to be performed by the Association. Each owner who has flower boxes, planters or pots shall, however, perform all maintenance necessary therewith and the association shall have no obligation for the maintenance thereof and the Association shall not be responsible for any damage caused thereto. In the event that the Unit Owner does not adequately maintain such matters, the Association shall have the right to perform such maintenance as the Board of Directors of the Association determines in its reasonable discretion and charge the cost thereof to the particular affected Unit Owner as a special assessment.

D. All incidental damage caused to any Unit or to any improvements constructed by an Owner in a garage pursuant to Section 3 of this Declaration as a result of any work done by the Association in accordance with its responsibilities as set forth herein or in the

Act or as a result of any damage to, failure of or malfunction of anything to be maintained, repaired or replaced by the Association in accordance with the provisions hereof or in the Act, shall be the responsibility of the Association and the cost of repairing such incidental damage shall be a Common Expense.

E. The Association and each Unit Owner shall promptly perform all obligations required by the Home Builder's Limited Warranty (PWC Form No. 117) and the Rottlund Homes, of Iowa, Inc. Home Care Limited Warranty found in the Home Care & Warranty Guide, the provisions of which are incorporated herein and made a part hereof for the benefit of the Association and each Unit Owner as if fully set forth herein.

7. Required Insurance.

A. Commencing not later than the time of the first conveyance of a Unit to a Unit Owner other than Declarant, and in addition to the requirements of the Act, the Association shall maintain, to the extent reasonably available, the following insurance: (a) fire insurance with extended coverage endorsement (including vandalism, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard "all risk" endorsement, if such is available).

B. Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements included in the Real Estate subject to this Declaration (including all building service equipment and all of the Units and the fixtures installed therein as of the date hereof, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures installed therein as of the date hereof, but not including floor covering systems (including carpeting, ceramic tile and wood floors), draperies, wallpaper, paint, furniture, furnishings, or personal property belonging to the Unit Owners and not including improvements, fixtures and other property supplied or installed by Unit Owners or upgrades from standard installation/construction. Each Unit owner shall be required to obtain their own condominium owners insurance or similar policy and liability insurance to cover the items that are not the responsibility of the Association as described herein.

C. Such insurance shall be for full insurable replacement cost, as determined annually by the Board of Directors; (b) worker's compensation insurance and insurance coverage legal liability arising out of lawsuits related to employment contracts of the Association; (c) comprehensive public liability insurance in such amounts (but not less than \$1,000,000 for any one occurrence) and with such coverage as the Board of Directors shall from time to time determine, but at least covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements, and insuring each officer and member of the Board of Directors, the managing agent and each Unit Owner and with cross liability endorsement to cover liabilities of the Units Owners as a group to a Unit Owner and with a "Severability of Interest

Endorsement" which would preclude the insurer from denying the claim of a Unit Owner for the negligent act of another Owner, occupant or the Association; (d) directors and officers liability insurance in such amounts as the Board of Directors shall, from time to time, reasonably determine; and (3) such other insurance as the board of directors may determine.

D. If reasonably available, the policy or policies of fire and extended coverage shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specific value in the event of destruction and a decision not to rebuild and an inflation guard endorsement. The Board of Directors may from time to time designate an insurance trustee to receive proceeds. All such policies must provide that they may not be cancelled or substantially modified without at least ten (10) days prior written notice to the Association and to each holder of a first mortgage listed as a schedule holder of a first mortgage in the policy(s).

E. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Unit Owners or of invalidity arising from any acts of the insured or any Unit Owners. Provisions shall be made for issuance of certificates of physical damage insurance to mortgagees.

F. Each Unit Owner may maintain such insurance as he/she shall desire for his/her own benefit insuring his/her personal liability, and his/her carpeting, draperies, wallcovering, fixtures, furniture, furnishings, personal property, and improvements and other property supplied or installed by him/her or a previous Unit Owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by a Unit Owner. All insurance carried by the Association shall be primary in the event a loss occurs and any Unit Owner has other insurance covering the same loss as long as the loss is not the fault of the Unit Owner. The Unit Owner shall provide proof of insurance to the Association or shall confirm to the Association that no such insurance is desired and that the Unit Owner shall be responsible for such losses directly.

G. In addition to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Unit Owners to obtain and maintain in force any other or additional coverages or endorsements which are required under the Act or which the Board of Directors deem necessary or desirable.

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

I. In the event that all or a part of the real estate or improvements are damaged or destroyed, the affirmative vote of 100% of the Unit Owners whose Units were damaged

or destroyed shall be required in order not to rebuild, repair, or restore the damaged or destroyed Units. Otherwise, the damaged or destroyed Units shall be rebuilt, repaired or restored. In the event that 100% of the Unit Owners owning the damaged or destroyed Units have voted not to rebuild, repair or restore, such vote must then be confirmed by 80% of the remaining owners of the Units in the regime. In such event, all insurance proceeds received as a result of such damage or destruction shall be allocated between the affected Units according to values determined by an M.A.I appraisal for each Unit obtained by the Association and paid for by the applicable Unit Owner. The proceeds allocated for each Unit shall first be used to satisfy all liens outstanding against such Unit and then shall be used on a prorata basis with the other damaged or destroyed Units to adequately secure the remaining Units from the effects of weather and then to construct appropriate replacement walls, roofing and any other necessary building appurtenances in order to allow for the remaining Units to function independently of the damaged or destroyed Units that are not rebuilt, repaired or restored. Any remaining proceeds for each damaged or destroyed Unit shall be paid to the Unit Owner and their interest in the Regime shall be terminated and the undivided interests in the Common Elements shall be recalculated. If such proceeds are not sufficient relating to each Unit after payment of all liens relating to each Unit to finalize such repairs, the Unit Owners of the damaged or destroyed units shall then be responsible for providing, on a pro rata basis, the necessary remaining funds. If adequate provision is not made to supply the remaining funds as described above, regardless of the votes taken by the affected Unit owners and by the remaining Unit owners, the improvements shall be rebuilt, repaired or restored to their condition prior to such damage or destruction as if the above-referenced votes did not have the required affirmative percentages.

J. Such insurance shall be in the name of the Association for the use and benefit of the Unit Owners. Each Unit Owner and each Unit Owners' mortgagee shall be a beneficiary of such insurance. The Association is hereby designated as attorney-in-fact for each and all of the Unit Owners from and after the time the Unit Owner purchases the Unit, for the purpose of adjusting all insurance claims. The Association, as attorney-in-fact, shall arrange for the purchase and maintenance of all the insurance described herein and shall be responsible for the collection and appropriate disposition of the proceeds thereof, the negotiation of losses, and execution of releases of liabilities and the execution of all documents and the performance of all other acts necessary as attorney-in-fact relating to all insurance matters for the Association. As attorney-in-fact, the Association shall have exclusive authority to deal with all matters regarding insurance, acquisition, maintenance and adjustment.

K. Blanket fidelity bonds may 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. Any management agent who has the responsibility for handling or administering funds of the Association shall be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for the 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 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. In



no event, however, may the aggregate amount of such bond 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 thereof 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 such bonds, 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 cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days prior written notice to the Association.

8. Option to Add to Horizontal Property Regime. Declarant shall have the option without the consent or joinder of the Unit Owners, the Association, any holder of an interest as security for an obligation or any other person or entity, to add to the Horizontal Property Regime described herein, any one or more of the parcels of land (hereinafter referred to as the "additional real estate parcel"), described in Exhibit "B" attached hereto and located in the City of Norwalk, County of Warren, State of Iowa. Such Option shall be subject to the terms and conditions hereafter set forth:

A. Duration of Option. The Option will expire on that date which is seven (7) years after the date upon which this Declaration is recorded. There are no circumstances that will terminate the Option before the expiration of said seven (7) year period. However, Declarant or anyone to whom Declarant have assigned said Option as hereinafter set forth, may terminate said Option as to any one or more of the Additional Real Estate Parcels above-described by executing a writing to such effect and recording the same in the same manner as a deed of the Additional Real Estate Parcel or additional Real Estate Parcels so affected.

B. Timing. Each of the Additional Real Estate Parcels above described may be added at different times in whole or in part. The various Additional Real Estate Parcels may be added in any order.

C. Buildings. Any buildings and Units that may be erected upon any Additional Real Estate Parcel which is added to the Regime will be compatible with the buildings and Units originally constituting a part of the Regime in terms of architectural style, quality of construction, principal materials employed in construction, and size.

D. Applicability of Restrictions. All restrictions in this Declaration affecting the use, occupancy, and alienation of Units will apply to Units created in any Additional Real Estate Parcel which is added to the Regime.

E. Improvements in Common Elements. It is presently contemplated that the Common Elements in any Additional Real Estate Parcel added to the Regime will be substantially comparable to those originally constituting a part of the Regime. Declarant reserves the right to construct such other additional improvements as a part of the Common Elements of one or more of the Additional Real Estate Parcels as Declarant may hereafter determine, but in no event shall Declarant have any obligation to construct any improvements to the Common Elements of any of the Additional Real Estate Parcels.

F. No Assurances. Nothing herein contained shall bind Declarant to add any of the Additional Real Estate Parcels to the Regime or to adhere to any particular plan of development or improvement for any portion of the Additional Real Estate Parcels not added to the Regime. None of the assurances set forth in Subparagraphs 8C or 8D above will apply to any Additional Real Estate Parcel which is not added to the Regime.

G. Exercise of Option.

1. Declarant may exercise its option to add one or more of the Additional Real Estate Parcels by executing and recording an amendment to this Declaration in a form for recording, which amendment shall specifically describe the additional real estate parcel or parcels being added to the Horizontal Property Regime pursuant to that amendment. Such amendment shall allocate one (1) vote in the Association to each Unit to be constructed in the Additional Real Estate Parcel or Parcels being added and shall reallocate undivided interests in the Common Expenses of the Association equally among all Units, whether they were originally a part of the Regime or added thereto by Amendment.

2. The Amendment as to any Additional Real Estate Parcel may not be recorded unless all improvements on the property to be added shall be substantially complete and are consistent with the floor plans and building materials as are previously described in this Declaration relating to the original real estate submitted to the Regime.

3. All installments of real estate taxes previously coming due and payable as well as accrued/prorated with respect to any Additional Real Estate Parcel added to the Regime, and all special assessments levied against such Additional Real Estate Parcels, shall be paid by Declarant prior to adding such parcel to the Regime.

H. Assignment of Option. The Option described in this Section 8 may be assigned by Declarant insofar as it affects any Additional Real Estate Parcel herein described to the Owner of any such Parcel, if other than Declarant. Any such assignment shall be in writing, shall be recorded among the real estate records in the same manner as a conveyance of the Additional Real Estate Parcel and shall be subject to all of the terms and conditions of this Section 8.

I. Reservations of Easements.

1. Declarant hereby reserves the right, in the event that one (1) or more of the Additional Real Estate Parcels are not added to the Regime (whether due to termination pursuant to Subparagraph A above to create the following perpetual, nonexclusive easements appurtenant to the Additional Real Estate Parcel or Parcels which were not added to the Regime, over, upon and under portions of the Common Elements within the Regime and within such Additional Real Estate Parcel or Parcels as have or may be added to the Regime pursuant to this Section 8:

(a) Nonexclusive easements for the following purposes: (1) to connect any improvements constructed on the Additional Real Estate Parcel or Parcels which are not added to the Regime (hereinafter referred to as the "Excluded Parcels", whether one (1) or more) to any natural gas, cable, storm sewer, water, sanitary sewer, electrical, telephone or other utility line, pipe, wire or other facilities, including the right to connect any improvements constructed on the Excluded Parcels into, and the right to utilize, such utility lines, pipes, wires or other facilities which are or may be located within and/or which may serve the Regime and/or any such Additional Real Estate Parcel or Parcels as have or may be added to the Horizontal Property Regime; (2) to obtain natural gas, water, electricity, telephone and other utility services from, and to discharge storm and sanitary waste into, all such lines, pipes, wires or other facilities; and (3) to install, repair, maintain, operate and replace all such natural gas, storm, sewer, water, sanitary sewer, electrical, telephone, or other utility lines, pipes, wires, or other facilities; and (4) to do such other acts or things as are necessary in order to connect into and/or to utilize such utility facilities to serve any improvements constructed or to be constructed on the Excluded Parcels; provided, however, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcels benefitted by the easements hereby reserved, shall be responsible for the restoration of any damage done or sustained in connection with the use of such easements.

(b) Nonexclusive easements for the purpose of: (1) affording the Excluded Parcels and any improvements constructed or to be constructed thereon with access to and from a public road; (2) installing, repairing, maintaining, surfacing, resurfacing, grading, replacing and extending any private drives, lanes, streets, roads, or right-of-way over which the easements hereby reserved are or may be located to do such other acts or things as are necessary in order to afford any improvements constructed, or to be constructed, on the Excluded Parcels with access to a public road; provided, however, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcels benefitted by the easements hereby reserved, shall be responsible for the restoration of any land, drives, streets, roads or rights-of-way which are disturbed in connection with the use of such easements, and, provided further, however, that the location of the easements hereby reserved shall, to the extent practicable, be limited to the location of the private drives, lanes, streets, roads and rights-of-way existing within the Common Elements at the time or times that the easements hereby reserved are created.

The easements herein reserved may be created in the event that, and from time to time, as, one (1) or more Excluded Parcels are created due to termination pursuant to Subparagraph A of this Section 8. As evidence of the creation of one (1) or more of the easements reserved in this Subparagraph I, the then Owner or Owners of the Excluded Parcels for whose benefit the easement is created shall execute and cause to be filed for record

a Declaration of Easement setting forth a description of the easements thereby created and a description of the Excluded Parcels so benefitted by the easements thereby created. No consent or joinder of the Association or any Unit Owner or any mortgagee or other holder of an interest in any Unit or Excluded Parcels so benefitted by the easements thereby created. No consent or joinder of the Association or any Unit Owner or any mortgagee or other holder of an interest in any Unit or Excluded Parcel as security for the performance of an obligation, nor any release therefrom, shall be required to affect or to evidence the creation of the easements hereby reserved. In addition, the owner of an Excluded Parcel, or of a platted lot within an Excluded Parcel, may at any time waive or terminate an easement hereby reserved or hereafter created for the benefit of such Owner's Excluded Parcel or platted lot within an Excluded Parcel, as the case may be, by the execution and recording of an instrument specifying such waiver or termination, and without the necessity of any consent or joinder by the Association, any Unit Owner, or any mortgagee or other holder of an interest in any Unit or Excluded Parcel or platted lot within an Excluded Parcel as security for the performance of an obligation, or any release therefrom. In the event that easements reserved in this Subparagraph are created, the Unit Owners and the owner or owners of the Excluded Parcels benefitted by such easements shall, so long as the easements reserved herein are in existence, share all expenses of maintaining, repairing and replacing the private drives, lanes, streets, roads, or rights-of-way, and the utility lines, pipes, wires and other facilities, which may be commonly used pursuant to the easements herein reserved in the following manner. A portion of any such costs and expenses equal to a fraction, the number of Units in the Regime and the total number of Units, lots or other individual parcels within the Excluded Parcels benefitted by such easements, shall be paid by the Unit Owners of the Regime. The balance of any such costs or expenses shall be paid by the Owner or Owners of the Excluded Parcels benefitted by such easements. Any portion of the costs and expenses to be paid by the Unit Owners or the Regime shall be paid by the Association as a Common Expense. Notwithstanding the foregoing, if one or more Excluded Parcels benefitted by such easements are used for other than residential purposes, then such costs and expenses shall be apportioned to, and shared by the Unit Owners and the Owner or Owners of such Excluded Parcel or Parcels on any fair basis.

9. Rights of First Mortgagees. The following provisions shall take precedence over all other provisions of this Declaration, and in the event of any inconsistency or contradiction, the following provisions shall control:

A. A first mortgagee of a Unit or its assigns, upon request, will be entitled to written notification from the Association of: (a) any default in the performance by the Unit Owner of any obligation under this Declaration or the By-Laws which is not cured within thirty (30) days; (b) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (c) any proposed action which, pursuant

to this Declaration or the Act, requires the consent of a specific percentage of the first mortgagees of the Units; (d) any proposed amendment of the Regime 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 Owners Association appertaining to any Unit; or [iv] the purposes to which any Unit or the Common Elements are restricted; (e) any proposed termination regime; (f) any condemnation loss or any casualty loss which affects a material portion of the Regime or which affects any Unit on which there is a first mortgage held, insured or guaranteed by such eligible holder; (g) any delinquency in the payment of assessments or charges owed by an Owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; and (h) any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association.

B. (i) Except as provided hereinafter concerning any vote requiring sixty-seven percent (67%) of Unit owners and/or fifty-one percent (51%) of the holders of first mortgages, this Declaration and the By-Laws of the Homeowners Association may be amended by a majority vote of all Unit owners in attendance at any meeting properly called for the purpose of voting on any amendments for which a quorum is present.

(ii) This Declaration and the By-Laws of the Homeowners Association may be amended for the purpose of terminating the condominium regime if the consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Homeowners Association are allocated and if consent is obtained from at least sixty-seven percent (67%) of the votes of the eligible holders of first mortgages on Units.

(iii) The consent of owners of Units to which at least sixty-seven percent (67%) of the votes in the Homeowners Association are allocated and the consent of at least fifty-one percent (51%) of the eligible holders of first mortgages on Units shall be required to materially amend any provisions of the Declaration, By-Laws or equivalent documents of the condominium or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

- (a) Voting;
- (b) Assessments for Common Expenses, assessment liens or subordination of such liens;
- (c) Reserves for maintenance, repair and replacement of the Common Elements;
- (d) Insurance or fidelity bonds;
- (e) Rights to use of the Common Elements;

(f) Responsibility for maintenance and repair of the several portions of the Regime;

(g) Expansion or contraction of the Regime or the Addition, annexation or withdrawal of property to or from the Regime;

(h) Boundaries of any Unit;

(i) The interests in the Common Elements or Limited Common Elements;

(j) Convertibility of Units into Common Elements or of Common Elements into Units;

(k) Leasing of Units;

(l) Imposition of any right of first refusal or similar restriction on the right of a Unit Owner to sell, transfer, or otherwise convey his or her Unit;

(m) Any provisions which are for the express benefit of the holders of first mortgages on the Units;

(n) By act or omission, seek to abandon, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer);

(o) Use hazard insurance proceeds for losses to any Regime property (whether to Units or to Common Elements) for other than the repair, replacement or reconstruction of such Regime property, except as provided by statute in case of substantial loss to the Units and/or Common Elements of the Regime;

(p) Partition or subdivide any Unit or the Common Elements;

(q) Establishment of self-management by the Homeowners Association where professional management has been required by any of the agencies or lenders insuring or providing first mortgages relating to any of the Units.

Any such addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Similarly, any addition or amendment to the Declaration, Articles or By-Laws which is made for the purpose of adding any one or more of the Additional Parcels pursuant to Section 8

above, shall not be considered material and shall not require the consent of any Unit Owner other than Declarant.

C. Any holder of a first mortgage on an Unit in the Regime or such holder's designee, will, upon request, be entitled to: (a) inspect the books, records and financial statements of the Regime and current copies of the Declaration, the By-Laws of the Association and the rules and regulations of the Regime, as the same may, from time to time, be amended or promulgated, during normal business hours; and (b) receive an annual audited financial statement of the Regime within ninety (90) days following the end of any fiscal year of the Regime; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.

D. Regime assessments for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis, and shall, when practicable, be payable in regular installments rather than be special assessments.

E. No provision of this Declaration or of the By-Laws shall be deemed to give a Unit Owner, or any other party, priority over any rights of first mortgagees of Units, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Unit Owners of insurance proceeds or condemnation awards or settlements for losses to or a taking of Units and/or Common Elements. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the holder of any first mortgage on a Unit will be entitled to timely written notice of any such damage or destruction. If any Unit or portion thereof or the Common Elements or any portion thereof, is made the subject matter of a condemnation or Eminent Domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition. Upon the request of the holder of a first mortgage on any Unit, the Association shall agree, in writing, to notify such holder, any entity servicing such mortgage, and/or any other entity having an interest in such mortgage whenever damage to the Unit covered by such mortgage exceeds \$1,000.00 and whenever damage to the Common Elements exceeds \$10,000.00.

F. The right of a Unit Owner to sell, transfer, or otherwise convey the Owner's Unit will not be subject to any right of first refusal or any similar restriction in favor of the Association.

G. Each Unit Owner shall notify the Association of the name, address and contact information regarding any mortgage loans made by the Unit Owner against the Owners' Unit.

10. Grant of Easement for Access. Declarant hereby grants a perpetual nonexclusive easement for access over, across and through the 24-foot or 28-foot access easement areas shown in the cross-hatching on Exhibit "C", attached hereto and incorporated herein by this reference, to all of the Owners of Regime Units in the Regime, the Owners Association, as well as their invitees and guests, for the purpose of obtaining access to the individual Regime Units, all of which easement

rights, however, are subject to and conditioned upon the remaining terms, conditions and restrictions of this Declaration. Maintenance of the access easement areas granted hereby shall be performed by the Association as a portion of the Common Area maintenance. Page 2 of the Final Plat indicates that the Access Easement referenced herein extends westerly across portions of Lots 5, 8, 6, and 7 to the western property line of the development. Pursuant to the requirement of the City of Norwalk, an easement is also hereby granted to the real estate located immediately west of and adjacent to Lots 6 and 7 of this Regime to allow for access, provided that such westerly parcel grants a reciprocal easement for access for the benefit of Lots 1 through 10 referenced herein and the Regime.

11. Miscellaneous.

A. Termination. Except in the case of a taking of all of the Units by Eminent Domain, this Regime may be terminated only by the written agreement of all Unit Owners and of all first mortgagees of Units, and may not be abandoned, nor may such termination or abandonment be sought by act or omission, without such unanimous consent.

B. Right of Association to Hold Unit. Subject to the provisions of the By-Laws, the Board of Directors, acting on behalf of the Association, shall have the power to acquire, hold, lease, mortgage and convey a Unit, including the power to purchase a Unit at the foreclosure sale for unpaid assessments.

C. Remedies of the Association. In the event of the failure of any Unit Owner to comply with the provisions of this Declaration, the Articles or By-Laws of the Association, or the decisions, regulations or rules of the Association, the Association or any aggrieved Unit Owner may, in addition to any other right or remedy available to the Association or such aggrieved Unit Owner, bring an action for the recovery of damages, injunctive relief or both. Suit to recover a money judgment for unpaid Common Expenses or for other amounts owing the Association may be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any such suit or action, the prevailing party shall be entitled to recover from the losing party, an amount equal to all costs, including attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or action. Unit Owners shall have a right of action against the Homeowners Association should the Homeowners Association fail to comply with the above provisions. The Association shall also have the right to levy fines not to exceed the sum of \$25 per day for violations of this Declaration, the Articles or By-Laws of the Association, or the decisions, regulations or rules of the Association, and the Association may file a lien against the violator's Condominium with the Polk County Recorder to evidence such fine. Such fine(s) may only be levied after a meeting of the Board of Directors of the Association has been held following the giving of a 10 day written notice to the offending Owner to allow such Owner an opportunity to be heard.

D. Condemnation of Common Elements. Subject to the provisions of the Act, the Association shall have control over any condemnation proceedings, negotiations, settlements and agreements with the condemning authority relating to the acquisition by the condemning authority of the Common Elements or any part thereof. The Association is



hereby appointed attorney in fact for each and all of the Unit Owners from and after the time the Unit Owner purchases the Unit for the purpose of handling all condemnation matters.

E. Supplemental to Law. The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law.

F. Definition of Terms. As used in this Declaration or in the By-Laws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several. The "Association" shall mean The Villas at Prairie Creek Condominium Owners Association, an Iowa non-profit corporation.

G. Administration/Assessments. The Owners of Units in the Regime covenant and agree that ownership of any property within the Regime and levying and payment of assessments, as well as the administration of the Regime shall be in accordance with the provisions of the Act, this Declaration, the By-Laws of the Association, and any rules and regulations promulgated by the Board of Directors of the Association.

H. Joinder of Declarant. Until the earlier of the events set forth in the following paragraph J, in addition to the statutory requirements for the amendment of this Declaration and the By-Laws of the Association, and the requirements for such amendment as set forth herein; the written joinder and consent of the Declarant shall be required for any amendment of either the Declaration or Bylaws of the Association. The joinder of the Federal Housing Administration for any such amendment shall only be required if such amendments do not comply with HUD legal policy statements as set forth in Revised Legal Policies, dated October, 1980, Handbook 4265.1, CHG 4, Appendix 24, pp 1-37.

I. **Rottlund Homes of Iowa, Inc., which is the owner of the Property, or its successor in interest or assignee pursuant to a document that specifically refers to this Class "B" membership transfer, shall be a Class "B" member of the Association and shall be the sole voting member of the Association until that date which is seven (7) years later; or until that date which is one hundred twenty (120) days after the conveyance of seventy-five percent (75%) of the Condominiums (including Condominiums which have then or may thereafter be added to the Regime pursuant to the Declaration) to Condominium Owners other than Declarant; or a recording of a written surrender of control of the Association by the Declarant, whichever first occurs.**

J. No amendment that adds additional property to the terms of this Declaration pursuant to the option set forth herein shall require the consent of any Unit Owner other than Declarant.

K. Alternative Dispute Resolution. All disputes between the Association and Owners, Declarant and Owners, and Declarant and Association, except matters (a) relating to assessments and the collection of assessments or (b) enforcement of the rules and

regulations of the Association, shall first be submitted to mediation by a mutually acceptable mediator. In the event that mediation is not successful, such dispute shall be submitted to final and binding arbitration in accordance with the provisions of the arbitration agreement contained in the HOME BUILDER'S LIMITED WARRANTY, administered by Professional Warranty Service and governed by the United States Arbitration Act (9 U.S.C. Sections 1-16), to the exclusion of any inconsistent state law, regulation or judicial decision. The award of the arbitrator may be entered as a judgment in any court of competent jurisdiction.

12. Rottlund Homes of Iowa, Inc. Homeowners Association Preventive Maintenance Program.

**IMPORTANT NOTICE: THE HOMEOWNERS ASSOCIATION ("HOA" OR "ASSOCIATION") OR ANY OWNER IS HEREBY EXCLUDED FROM RECOVERING FOR ANY AND ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THE TERMS OF ANY ROTTLUND LIMITED WARRANTY. RECOVERY IS STRICTLY LIMITED TO THE COST OF REASONABLE REPAIR OR REPLACEMENT OF WARRANTED ITEMS ALLOWED FOR UNDER ANY ROTTLUND LIMITED WARRANTY PROGRAM. DAMAGES WHICH ARE EXCLUDED FROM RECOVERY UNDER ROTTLUND'S LIMITED WARRANTY INCLUDE, BUT ARE NOT LIMITED TO: ANY DISCRETIONARY DAMAGES (INTENTIONAL EMOTIONAL DISTRESS, ATTORNEY FEES, NEGLIGENT EMOTIONAL DISTRESS, PAIN AND SUFFERING), LOSS OF USE, ANY EXEMPLARY DAMAGES (PUNITIVE), CONSEQUENTIAL ECONOMIC LOSS, SPOUSAL SERVICES, ETC.**

A. Rottlund Homeowners Association Limited Warranty ("HOA Limited Warranty"). Rottlund Homes of Iowa, Inc. provides a Limited Warranty to the HOA on certain types of exterior maintenance more specifically defined below ("Exterior Inspection & Maintenance") for a period of one (1) year from and after the date control of the HOA is turned over to the homeowners by Rottlund Homes of Iowa, Inc. ("Turnover") in addition to the Limited Warranty as set out in the Home Care Warranty Manual or the Home Builder's Limited Warranty (PWC Form No. 117) incorporated herein by this reference on the condition that the HOA develop and implement a written preventive maintenance program as further defined below.

B. Preventive Maintenance Program. The HOA shall instate a written preventive inspection and maintenance program ("Plan") for the exterior maintenance that must be approved by Rottlund prior to implementation. The HOA may work in conjunction with the professional management company to prepare and implement such Plan. Upon approval of said Plan by Rottlund, Rottlund may, in its sole discretion, perform an inspection (which inspection may be performed Rottlund's by designated representative) for compliance with the written preventive inspection and maintenance program at no charge to the Association

and may also perform periodic inspections for a total time period not to exceed ten (10) years from Turnover ("Inspection Period").

If it is discovered during any Rottlund inspection that the program is either not being adhered to or that actions required by the program are not being carried out, the items shall be noted as deficiencies. The HOA must either correct the deficiency or develop a corrective action plan to address the deficiency and correct the deficiency within 60 days. The corrective action, when taken, will be verified by a Rottlund re-inspection at no cost to the Association for the Inspection Period.

C. Written Preventive Exterior Inspection and Maintenance Program. The written preventive inspection and maintenance program must provide for inspection and/or maintenance with respect to the following items listed below. To the extent the covered item(s) and/or condition(s) listed below is also listed in either the Home Care Warranty Manual or the Home Builder's Limited Warranty (PWC Form No. 117), the definitions and performance standards for each respective item(s) and/or condition(s) therein shall prevail.

**1. The inspection plan shall include, but is not limited to:**

- (a) Exterior caulking, including exterior siding caulking.
- (b) Exterior painting including foundations, deck and porch rails, columns and front doors as applicable.
- (c) Roof, including roof penetrations, shingles.
- (d) Winter conditions, ice damming.
- (e) Cleanup, gutters, storm drains, waterways, drainage areas.
- (f) General yard drainage.
- (g) Sealing of streets and sidewalks.
- (h) AC compressors.
- (i) Front door seals.
- (j) Window areas, seals, cracked glass.
- (k) Concrete, driveways, sidewalks, patios and poured walls.
- (l) Masonry work.
- (m) Garage doors.
- (n) Landscape, trees shrubs and sod.
- (o) Storm damage.
- (p) Exterior lighting.
- (q) Siding.

**2. The program must address the following:**

- (a) Organization, define who will be responsible for the program.
- (b) Who is responsible for any corrective action.
- (c) List the inspection plan, what is inspected, frequency of inspection and the acceptance criteria to be used.
- (d) Define how inspection results are translated into corrective action requests.

- (e) What follow-up action will be done to verify that corrective actions were completed in a timely and proper manner.
- (f) How will the corrective actions be reviewed to establish what further additional actions are required to prevent a recurrence.
- (g) Define routine maintenance activities.
- (h) Define items requiring periodic maintenance.
- (i) Define the record keeping and the report distribution.
- (j) Include copies of the forms that will be used.

This written program must be submitted to Rottlund for review and approval. The records must be available to Rottlund during the annual inspection to verify compliance and for continued qualification for the Rottlund HOA Limited Warranty Program.

D. Manufacturers' Warranties. The manufacturers of certain products may issue their own warranty directly to the HOA or individual Owners and the manufacturers of other products may issue their own warranty to Rottlund which Rottlund hereby assigns and passes through to the HOA or individual Owners, as the case may be ("Manufacturer's Warranty"). Each will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty and to which the warranty beneficiary is directed. In all events, any manufacturer's warranties control and govern if they are inconsistent with this HOA Limited Warranty, and the HOA and Owner shall be limited to the terms of the Manufacturer's Warranty on items warranted by any manufacturer.

E. Subcontractor's Warranties. All Subcontractor(s) performing work in completing this particular Rottlund Homes of Iowa, Inc. HOA project shall be required to meet or exceed the warranties given herein by Rottlund Homes of Iowa, Inc. to the HOA or individual Owners.

F. No Other Warranties. **EXCEPT WHERE PROHIBITED BY LAW, THE OBLIGATIONS CONTAINED IN THIS ROTTLUND HOMEOWNERS ASSOCIATION LIMITED WARRANTY REGARDING THE HOA ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON ROTTLUND'S PART. IN NO EVENT SHALL ROTTLUND BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. NO ACTION FOR ARBITRATION, FOR BREACH OF WARRANTIES, OR ANY OTHER ACTION AGAINST ROTTLUND RELATING TO OR ARISING OUT OF THE WARRANTIES SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED AND THEN ONLY AFTER THE CLAIMANT HOA HAS EXHAUSTED ROTTLUND'S CLAIM DISPUTE PROCEDURES SET FORTH HEREIN. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY OTHER PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT.**

**NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF ROTTLUND HOMES OF IOWA, INC., OR ANY PERSON OTHER THAN ROTTLUND'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR ROTTLUND ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE ROTTLUND ADVANTAGE EXTENDED LIMITED WARRANTY PROGRAM EXCEPT AS DESCRIBED ABOVE.**

G. Duty to Report Claim. If a defect or damage appears, which may be covered by this HOA Limited Warranty Program or any Rottlund Limited Warranty, and which is within the term of this HOA Limited Warranty Program or any Rottlund Limited Warranty, such defect or damage must be reported to Rottlund within 24 hours of discovery of such defect or damage by a letter describing the defect or damage in sufficient detail for Rottlund to make an evaluation as to coverage and sent to the address appearing in the Home Care Warranty Manual. Any instance of water intrusion of any kind or nature must be reported to Rottlund as an emergency service item (more specifically described below Section I.1(b.)).

H. Right of Inspection. Rottlund shall have a reasonable time after notification to inspect the defect or damage. The HOA shall provide Rottlund with reasonable access to the defect or damage for purposes of inspection. If requested by Rottlund, the HOA must deliver to Rottlund, at the HOA's expense, photographs of the defect or damage. If reasonable access is denied or made subject to unreasonable conditions by the HOA (or Owner, as the case may be), or if the HOA (or Owner) fails or refuses to cooperate in Rottlund's investigation of the complaint, Rottlund's obligation under this or any Limited Warranty shall immediately terminate. If Rottlund determines there are defects covered by this or any Limited Warranty, Rottlund will have up to ninety (90) days after receipt of notification to process the claim.

I. General Claims Procedure. Rottlund prides itself in its commitment to provide quality that is supported by a complete Service and Warranty program. Customer care at Rottlund means setting standards of performance and expectation for its homebuyers and Homeowners Associations and then meeting those company standards. If HOA (or Owner) has questions or concerns with a new Home/Unit please follow the below listed steps:

1. Emergency Service Issues. Emergency service includes any of the following situations:

- Total loss of heat in the winter or total loss of air conditioning in the summer.
- Total loss of electricity.
- Plumbing leak that requires the entire water supply to be shut off.
- Total loss of hot water.
- Total sewage stoppage.
- Any situation that endangers the occupants or the Home/Unit.

(a) The HOA (or Owner) should please call the necessary Subcontractor directly; the 24-hour emergency number(s) are located in the area section of your Home Care and Warranty Guide.

(b) If a delay will cause further economic damages (i.e., a leaking pipe, water intrusion of any kind or nature), the HOA or Owner, occupant or other individual responsible for the premises shall timely and reasonably investigate, alleviate or mitigate further damage, and telephone Rottlund Homes of Iowa, Inc. as-soon-as-possible. **Only emergency reports will be accepted by phone.** In the alternative, the HOA or Owner, occupant or other individual responsible for the premises may also call the Subcontractor who originally provided the now damaged work or a chosen Subcontractor by Rottlund Homes of Iowa, Inc. and make arrangements for immediate repairs. Any Homeowner or HOA who contracts with a party other than Rottlund Homes of Iowa, Inc. or its Subcontractor who provided the original work or a chosen Subcontractor by Rottlund Homes of Iowa, Inc. for any work covered by any Rottlund Limited Warranty shall be solely responsible for all costs of repair.

2. All Non-Emergency Service Request Issues. All non-emergency service requests need to be submitted in writing to:

Rottlund Homes of Iowa, Inc.  
3636 Westown Parkway, Suite 101  
West Des Moines, IA 50266  
Fax to 515-226-8837 or  
E-mail [customercare@rottlundhomes.com](mailto:customercare@rottlundhomes.com)

Upon receipt of a written report of a defect, and subject to inspection, Rottlund will repair or replace any item covered by any Limited Warranty which proves to be defective upon Rottlund's examination. Rottlund will do so at no charge to within 90 days (longer if weather conditions, labor problems or materials shortages cause delays). The work will be done by Rottlund or Subcontractors chosen by Rottlund. The choice between repair or replacement is Rottlund's. Any HOA or Owner who contracts with a party other than Rottlund Homes of Iowa, Inc. or its chosen Subcontractor for any work covered by any Rottlund Limited Warranty shall be solely responsible for all costs of repair.

J. If the inquiry or concern remains unresolved, contact the Customer Service Manager at 515-226-0254.

K. If the inquiry or concern still remains unresolved, then contact the Production Manager at 515-226-0254.

L. If the inquiry or concern can not be resolved with the above personnel, submit

in writing to the Division President a detail of the issue. At that time your concern will be reviewed by our panel of 3 Master Builders.

M. A written report of our decision will then be sent to you. Completion of this procedure is an express condition precedent to the HOA or Buyer's right to arbitration as provided below.

N. Dispute, Resolution: Mandatory and Binding Arbitration. The Buyer and HOA have been provided an opportunity to review a sample Construction Defects Limited Warranty that is administered by Professional Warranty Service Corporation ("PWC Warranty") and that will apply to the Homes in this development. The PWC Warranty contains language requiring all warranty disputes to be resolved by binding arbitration, and HOA and Buyer(s) agree to submit any and all such disputes to binding arbitration. HOA and Buyer understand and agree that the PWC Warranty is provided by Rottlund in lieu of all other warranties, verbal agreements, or representations, and Seller makes no warranty, expressed or implied, as to quality, fitness for a particular purpose, merchantability, habitability or otherwise, except as is expressly set forth in the PWC Warranty Program and except as set out in this Homeowners Association Limited warranty.

Furthermore, in addition to the process outlined in this section and the PWC Warranty step process, the HOA (and any Buyer concerned) agree to the following superseding conditions and also that any and all disputes, including but not limited to, negligence and tort claims, involving Rottlund and HOA and Owner, as the case may be, shall be resolved by binding arbitration as follows:

1. The HOA and any Owner or Owners, as the case may be, agree to submit to mandatory and binding arbitration through the American Arbitration Association (AAA) following the AAA rules and procedures.
2. The HOA and Owner(s) shall be responsible for cost of all filing fees required by AAA (or another service).
3. The HOA and Owner(s) agree that the arbitration shall be held at a convenient business time and location in Polk County, Iowa.
4. The demand for arbitration shall also be filed in writing with Rottlund.
5. Rottlund and HOA and Owner(s) shall agree upon one (1) arbitrator. If the parties fail to select an arbitrator, then the arbitrator shall be chosen by a Judge of the District Court of Polk County, Iowa. Should the party demanding arbitration fail to name an arbitrator within ten (10) days of filing their demand, their arbitration shall be dismissed with prejudice. Should the HOA and Owner(s) refuse or neglect to supply the arbitrator(s) with any papers or information demanded in writing, the arbitrator is empowered by both parties to proceed ex parte.
6. No one shall be nominated or act as an arbitrator who in any way has

a financial interest in any Rottlund Limited Warranty or is a family member by blood or by marriage with a party to the arbitration or is associated in the business affairs of the parties to the arbitration.

7. The decision of the arbitrator shall be final and binding. Such decision shall be a condition precedent to enforce the judgment of the arbitrator and may be filed in district court to carry it into effect.

8. The Arbitrator is authorized to award to the HOA and Owner(s), if their claims are sustained, only the cost of reasonable repairs or replacement of warranted items.

9. Should Rottlund prevail in whole or in part, the arbitrator shall award the costs of arbitration including costs of the arbitrator's compensation and reasonable attorney fees to defend the action against the HOA and Owner(s).

10. An Award by the arbitrator(s) shall be in writing and shall not be open to objection.

O. Transferability. This Rottlund HOA Limited Warranty is extended to the original professional management company for the HOA only and will be voided if the original professional management company for the HOA is no longer employed as the property manager for the HOA or the property manager or the Association's activities under this agreement have not been kept in full compliance with the Preventive Program. The homeowners may be allowed to reinstate this HOA Limited Warranty with another professional management company for the HOA, but only at the sole discretion of Rottlund, and only after Rottlund establishes the current state of external conditions in order to reassess the extent of damages not warranted.

No amendment shall change or affect the provisions of this HOA Limited Warranty Program or any part hereof without the express written consent of Seller, and this section shall survive the Turnover for sixteen (16) years.



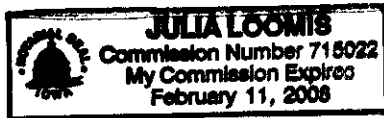
IN WITNESS WHEREOF, the parties have caused this Declaration to be executed the day and year first above written.

ROTTLUND HOMES OF IOWA, INC.

By S.W. Theis  
S.W. Theis, President

STATE OF IOWA :  
: SS  
COUNTY OF POLK :

This instrument was acknowledged before me on 1/31, 2006, by S. W. Theis, as President of Rottlund Homes of Iowa, Inc.



Julia Loomis  
Notary Public in and for the State of Iowa

**APPENDIX A**  
**THE VILLAS AT ORCHARD HILLS**  
**RULES AND REGULATIONS**

**General Rules**

1. Residents/owners are personally responsible and liable for any damage to the buildings, furniture, or equipment caused by any resident/owner or his guests.
2. Residents/owners are to leave all areas and facilities used in an orderly condition.
3. Residents/owners may use barbecue grills, provided the grills are placed five (5) feet or more from any buildings or any fences.
4. Personal property shall not be left unattended in any common areas other than the garage spaces.
5. For the safety of all residents/owners, please limit driving speeds through the complex to five (5) miles per hour.

**Garages**

1. Residents/owners shall use only the garage spaces which are allocated to their respective units.
2. Residents/owners are prohibited from using or storing any of the following items in the garages:
  - a. Flammable materials and liquids;
  - b. Combustible materials;
  - c. Materials identified with hazardous labels; and
  - d. Compressed gases.
3. Garage doors shall be kept closed when garages are not in use.

**Outside Parking**

1. Parking outside the buildings is permitted only in designated areas and, except for the driveway Limited Common Elements which are reserved for the Owners of the Units to which they are, respectively, allocated, are always on an unreserved basis unless otherwise prohibited.
2. Any abandoned vehicle will be towed at its owner's expense, without prior notice to the owner.
3. Vehicles parked outside the buildings shall not obstruct the garages or driveways of others.

## **Pets**

1. Residents/owners shall be permitted to have no more than one (1) dog or one (1) cat, not to exceed 50 pounds in weight or to have two (2) cats not to exceed 50 pounds in total weight, or to have two (2) dogs not to exceed 50 pounds in total weight, or to have one (1) cat and one (1) dog not to exceed 50 pounds in total weight, provided, however, that pitbulls, rottweilers, snakes, lizards, rodents, including, mice, and rats or vermin shall not be allowed in any case.
2. Those residents/owners with pets shall be responsible for caring for their pets in such a way as to keep them from becoming a nuisance to other residents/owners.
3. Pets shall be leashed at all times when they are outside their Owner's unit.
4. Pet owners shall be responsible for cleaning up after their pets whenever their pets are outside their owner's unit. Failure to promptly clean up after a pet will subject the pet's owner to an assessment from the Association for the cost of such clean-up.

## **Exhibit "A"**

Lot 1, Orchard Hills Villas II, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa:

601 Orchard Hills Drive #1001  
601 Orchard Hills Drive #1002  
601 Orchard Hills Drive #1003  
601 Orchard Hills Drive #1004  
601 Orchard Hills Drive #1005  
601 Orchard Hills Drive #1006  
601 Orchard Hills Drive #1007  
601 Orchard Hills Drive #1008  
601 Orchard Hills Drive #1009  
601 Orchard Hills Drive #1010  
601 Orchard Hills Drive #1011  
601 Orchard Hills Drive #1012

Lot 2, Orchard Hills Villas II, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa:

601 Orchard Hills Drive #2001  
601 Orchard Hills Drive #2002  
601 Orchard Hills Drive #2003  
601 Orchard Hills Drive #2004

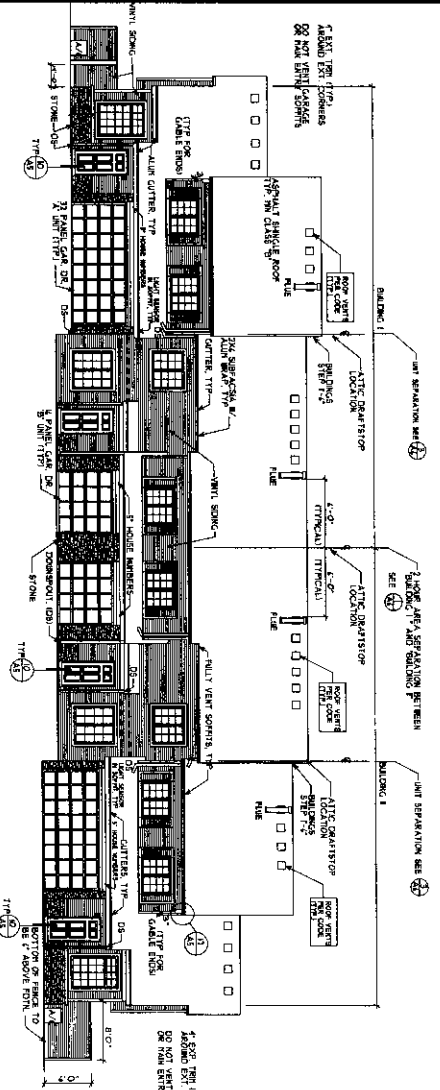
Each Unit has the original undivided interest in common elements and common expenses of 6.25%.



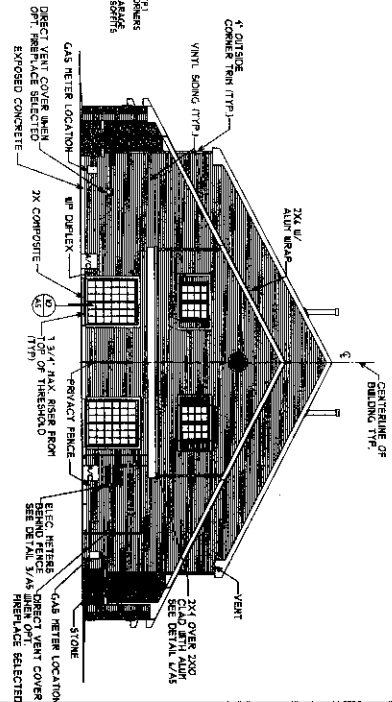
# VILLAS AT ORCHARD HILLS

I HEREBY CERTIFY THAT THE PLANS SHOWN OR REFERENCED BY ME ON THESE PLANS HAVE BEEN PREPARED BY ME OR UNDER MY CLOSE PERSONAL SUPERVISION AND THAT I AM A LICENSED ARCHITECT IN THE STATE OF NEBRASKA.  
 DATE: 05/25/2010 REG. NO. 0000000000

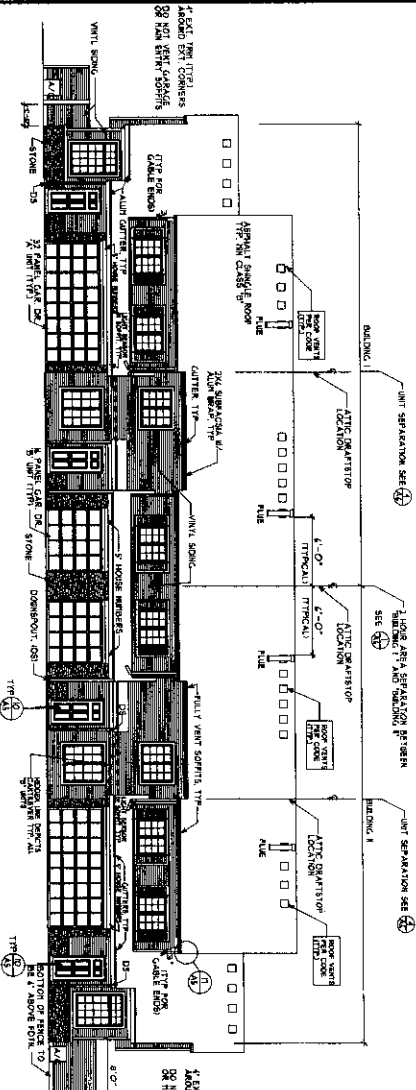
SHEET TITLE	
ELEVATIONS	
DATE	BY
05/25/2010	AI



1. FRONT AND REAR ELEVATIONS  
 SCALE: 1/8" = 1'-0"  
 NO STEP



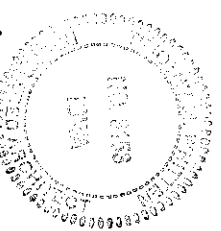
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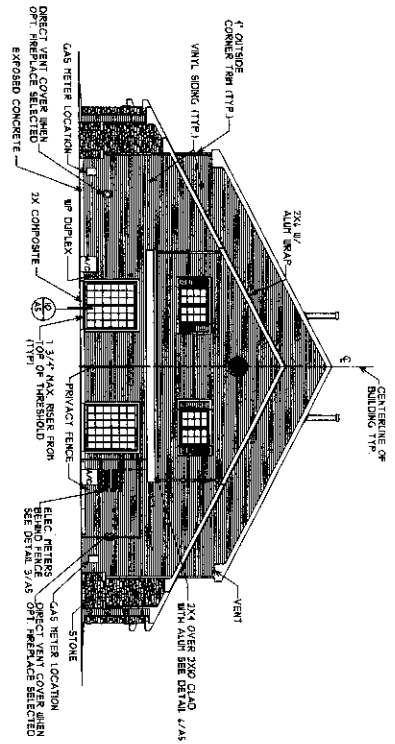


1. FRONT AND REAR ELEVATIONS  
 SCALE: 1/8" = 1'-0"  
 NO STEP

CODE REVIEW  
 OCCUPANT CLASSIFICATION  
 TYPE OF CONSTRUCTION  
 BASIC ALLOWABLE FLOOR AREA (TABLE 503)  
 ACTUAL BUILDING AREA  
 SECOND FLOOR  
 ROOMING CLASSIFICATION (TABLE 1003)  
 REQUIRED SOUND TRANSMISSION CLASS (STC)  
 REQUIRED IMPACT INSULATION CLASS (IIC)  
 EXTERIOR WALL FIRE RATING  
 CHIMNEY SEPARATION WALL FIRE RATING  
 AREA SEPARATION WALL FIRE RATING

*Handwritten signature*



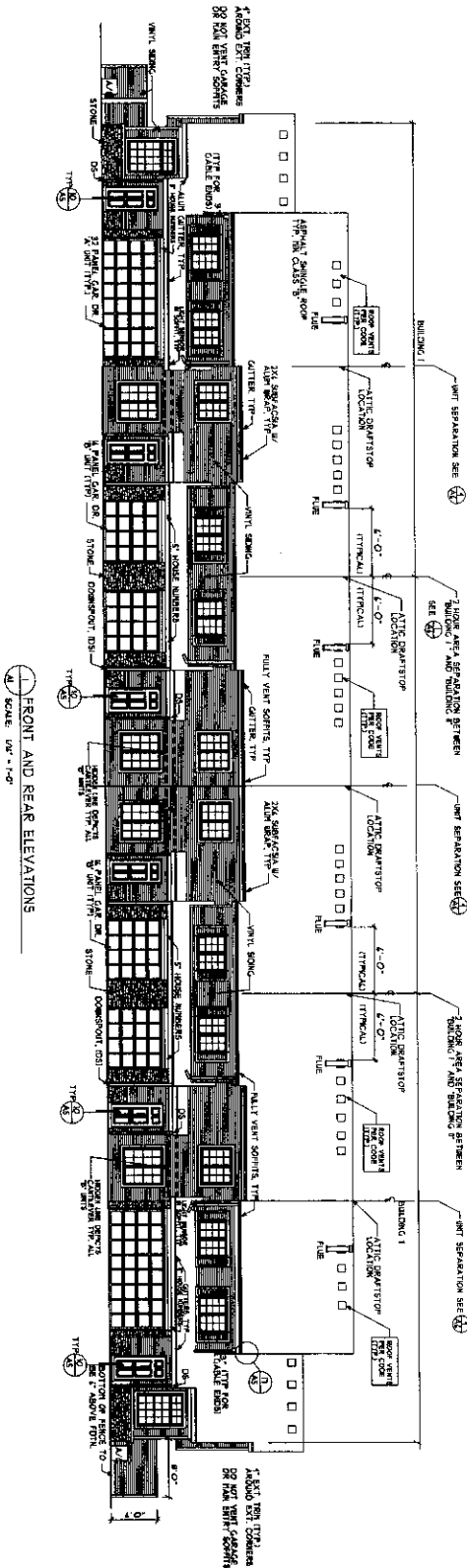
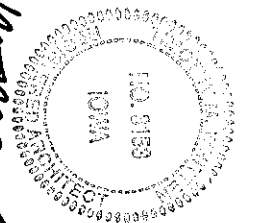


2 SIDE ELEVATION  
A1 SCALE: 1/4" = 1'-0" NO STEP

CODE REVENUE  
OCCUPANT CLASSIFICATION  
TYPE OF CONSTRUCTION  
BASIC ALLOWABLE FLOOR AREA (TABLE 603)  
ACTUAL BUILDING AREA  
TOTAL  
SECOND FLOOR  
ROOFING CLASSIFICATION (TABLE 604)  
REQUIRED SOUND TRANSMISSION CLASS (STC)  
REQUIRED IMPACT INSULATION CLASS (IIC)  
EXTENSION WALL FIRE RATING  
BUILDING SEPARATION WALL FIRE RATING  
AREA SEPARATION WALL FIRE RATING

BUILDING 1  
1000 SQ FT  
BUILDING 2  
544 SQ FT  
244 SQ FT  
244 SQ FT  
CLASS 1  
50 STC MIN 45 P TESTED  
ONE HOUR  
50 STC MIN 45 P TESTED  
TWO HOUR  
TWO HOUR

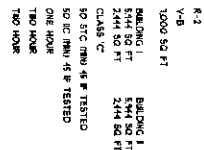
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1 FRONT AND REAR ELEVATIONS  
A1 SCALE: 1/4" = 1'-0"

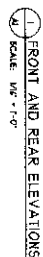
# VILLAS AT ORCHARD HILLS

PROJECT TITLE		ELEVATIONS	
DOCUMENT DATE		10/01/05	
DESIGNED BY		DATE	
CHECKED BY		DATE	
APPROVED BY		DATE	
DRAWN BY		DATE	
SCALE		DATE	
SHEET NUMBER		DATE	
TOTAL SHEETS		DATE	
PROJECT NUMBER		DATE	
PROJECT NAME		DATE	
PROJECT ADDRESS		DATE	
PROJECT CITY		DATE	
PROJECT STATE		DATE	
PROJECT ZIP		DATE	
PROJECT PHONE		DATE	
PROJECT FAX		DATE	
PROJECT EMAIL		DATE	
PROJECT WEBSITE		DATE	
PROJECT NOTES		DATE	
PROJECT COMMENTS		DATE	
PROJECT REVISIONS		DATE	
PROJECT CHANGES		DATE	
PROJECT ADDENDUMS		DATE	
PROJECT SUPPLEMENTS		DATE	
PROJECT REFERENCES		DATE	
PROJECT SOURCES		DATE	
PROJECT MATERIALS		DATE	
PROJECT FINISHES		DATE	
PROJECT COLORS		DATE	
PROJECT TEXTURES		DATE	
PROJECT PATTERNS		DATE	
PROJECT DETAILS		DATE	
PROJECT SPECIFICATIONS		DATE	
PROJECT STANDARDS		DATE	
PROJECT CODES		DATE	
PROJECT REGULATIONS		DATE	
PROJECT ORDINANCES		DATE	
PROJECT DECISIONS		DATE	
PROJECT ACTIONS		DATE	
PROJECT RECOMMENDATIONS		DATE	
PROJECT CONCLUSIONS		DATE	
PROJECT SUMMARY		DATE	
PROJECT OVERVIEW		DATE	
PROJECT INTRODUCTION		DATE	
PROJECT BACKGROUND		DATE	
PROJECT PURPOSE		DATE	
PROJECT SCOPE		DATE	
PROJECT OBJECTIVES		DATE	
PROJECT DELIVERABLES		DATE	
PROJECT MILESTONES		DATE	
PROJECT RISKS		DATE	
PROJECT OPPORTUNITIES		DATE	
PROJECT CHALLENGES		DATE	
PROJECT SOLUTIONS		DATE	
PROJECT RESULTS		DATE	
PROJECT IMPACT		DATE	
PROJECT LEGACY		DATE	
PROJECT FUTURE		DATE	
PROJECT END		DATE	



## NO STEP

NO STEP



FRONT AND REAR ELEVATIONS

SCALE: 1/8" = 1'-0"

[illegible]

I HEREBY CERTIFY THAT THE INFORMATION OR SPECIFICATION HAS BEEN PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT AN ACT REGISTERED ARCHITECT UNDER THE LAWS IN THE STATE OF DATE REG. NO.

VILLAS  
AT  
ORCHARD HILLS



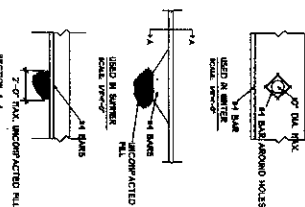
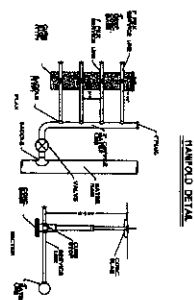






*[Signature]*

WILSON COUNTY  
TENN  
JAN 10 2007



**REINFORCEMENT SCHEDULE**

- \* 17' PRECAST SPACE LAM
- \* #4 BAR TOP & BOTTOM OF FOOTING
- \* #4 VERTICAL BAR @ 0.C
- \* MIN. 3' CLEARANCE FROM GRADE
- \* GARAGE FLOOR #4 BAR, 5' GIRD DOWELLED AND FINISH TO CURB SILL

[illegible]

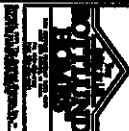
SHEET TITLE		FOUNDATION 4' FLEX 2' AIRSPACE	
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REVISIONS		DATE	
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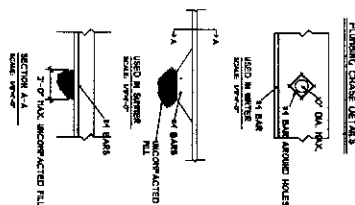
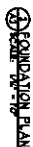
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VILLAS  
AT  
ORCHARD HILLS





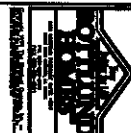
REINFORCEMENT SCHEDULE

- \* 17" MINIMUM SPACING
- \* #4 BAR TOP & BOTTOM OF FOOTING
- \* #4 VERTICAL BAR @ 0.5'
- \* MIN. 3' CLEARANCE FROM GRADE
- \* GARAGE FLOOR: #4 BAR, 5' GRID
- \* DOWELLED AND PINNED TO CURB WALL

NOTHING BUT PAPER FOR  
2000. THE NEW  
CONTRACTOR'S  
FIVE-FOOT-TO-16-FOOT  
PORTABLES ALL CARDS  
MOBILE  
USE 300 PPM CEMENTS AND  
CEMENT  
PLASTER, 1/2" THICK, 1/2" THICK  
AND SPACED PER INSTRUCTIONS  
INDICATIONS

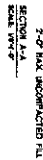
THE ABOVE REPORT ON  
THIS CASE WAS FOR THE  
BUREAU OF INVESTIGATION  
AND THE FBI OFFICE IN  
NEW YORK CITY.  
DATE IN THE FIELD NO.

VILLAS  
AT  
ORCHARD HILLS



2A

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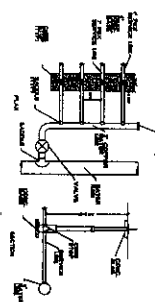
**REINFORCEMENT SCHEDULE**

- 1. 12" REINFORCING SPACER LAP
- 2. 14" BAR TOP 1' BOTTOM
- 3. 12" BAR TOP 1' BOTTOM
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FOOTING, NOT DESIGNED FOR  
STRENGTH, BUT FOR  
STABILITY IN THE HAND  
AND FINGER, ALL GOOD  
FOOTBALL PLAYERS AND  
THEIR COACHES AND  
TECHNICAL STAFFS MUST  
KNOW THE DIFFERENCE  
AND SPREAD THE WORD  
WIDELY.

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VILLAS  
AT  
ORCHARD HILLS



⑦ FOUNDATION PLAN  
SCALE: 1/8" = 1'-0"

84 BAR AROUND HOLE  
84 BAR  
USED IN BINDER  
SCALE 1/4" = 1"

**SECTION A-A**  
**SCALE 1/4"=1'-0"**

REINFORCEMENT SCHEDULE

- \* 17" MINIMUM SPACE LAP
- \* #4 BAR TOP 1 BOTTOM
- OF FOOTING
- \* #4 VERTICAL BAR
- 4' O.C.
- \* MAX 3' CLEARANCE FROM GRADE
- \* GARAGE FLOOR: #4 BAR 5' GRID
- DOUBLED AND TIED TO GRID BUILT

THE FORMING OF PROPER  
JOINTS IS ESSENTIAL TO  
PREVENT ALL CRACKS  
FORMING.

VILLAS  
AT  
ORCHARD HILLS

A2

12-PLEX ALDE

10/01/01

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<p> <b>UNITED STATES</b>  <b>COURT OF APPEALS</b>  <b>FOR THE NINTH CIRCUIT</b>  <b>IN BANKRUPTCY</b>  <b>FILED</b>  <b>APR 11 2007</b>  <b>CLERK OF COURT</b>  <b>U.S. BANKRUPTCY COURT</b>  <b>FOR THE DISTRICT OF COLUMBIA</b>  <b>IN RE: [REDACTED]</b>  <b>Debtor</b>  <b>vs.</b>  <b>[REDACTED]</b>  <b>Creditor</b> </p>	<p> <b>UNITED STATES</b>  <b>COURT OF APPEALS</b>  <b>FOR THE NINTH CIRCUIT</b>  <b>IN BANKRUPTCY</b>  <b>FILED</b>  <b>APR 11 2007</b>  <b>CLERK OF COURT</b>  <b>U.S. BANKRUPTCY COURT</b>  <b>FOR THE DISTRICT OF COLUMBIA</b>  <b>IN RE: [REDACTED]</b>  <b>Debtor</b>  <b>vs.</b>  <b>[REDACTED]</b>  <b>Creditor</b> </p>
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5

1001

# VILLAS AT ORCHARD HILLS

UNITS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE CITY OF CHICAGO ORDINANCES AND THE CHICAGO BUILDING CODE. THE CITY OF CHICAGO HAS REVIEWED THIS SET OF PLANS AND HAS ISSUED THIS PERMIT. THE PERMITTEE IS RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS. THE PERMITTEE IS ALSO RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS FROM THE CITY OF CHICAGO AND THE STATE OF ILLINOIS.

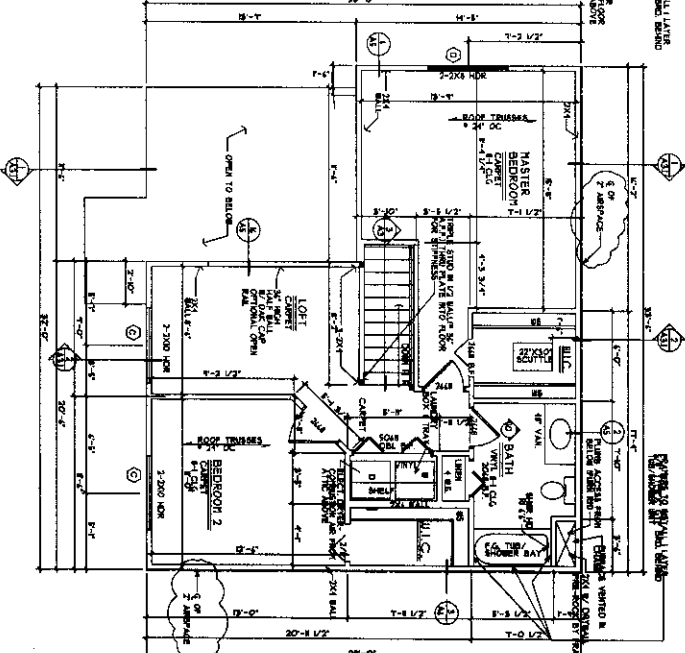
PERMIT TITLE  
 (UNIT 'A')  
 STANDARD

DATE  
 10/01/05

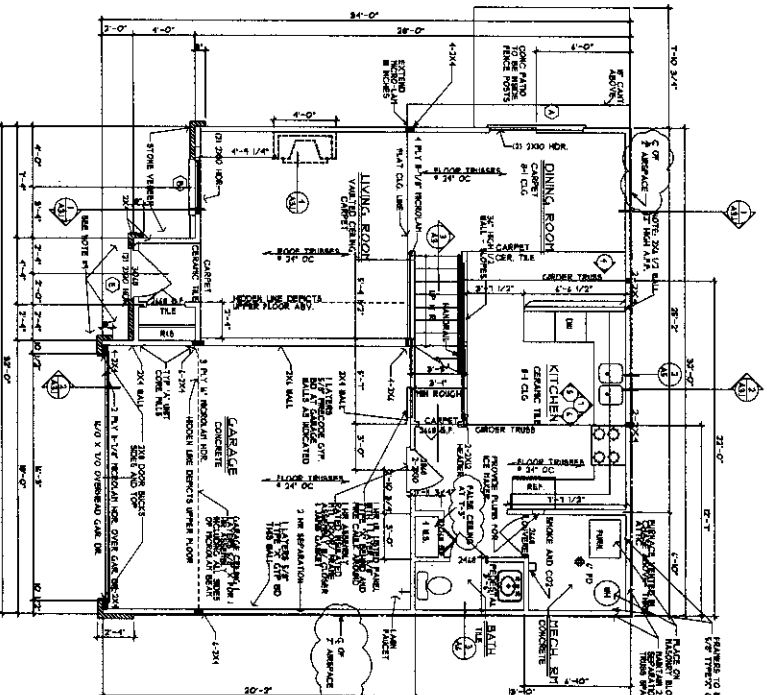
NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	10/01/05	10/01/05

A3

UNIT 'A' SECOND FLOOR PLAN  
 A3 SCALE: 1/8" = 1'-0"



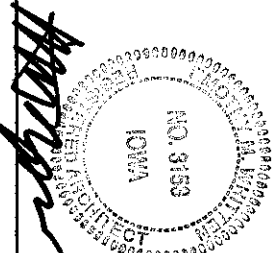
UNIT 'A' FIRST FLOOR PLAN  
 A3 SCALE: 1/8" = 1'-0"



WINDOW SCHEDULE UNIT 'A'

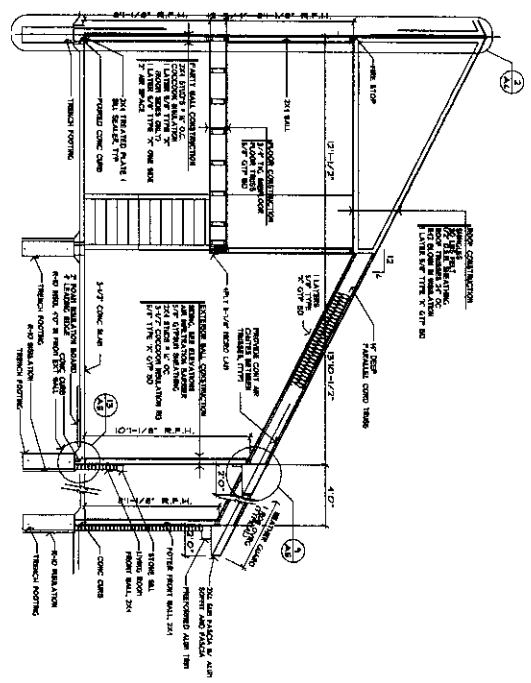
NO.	REVISION	DATE	BY
1	ISSUED FOR PERMIT	10/01/05	10/01/05

UNIT "A" STANDARD

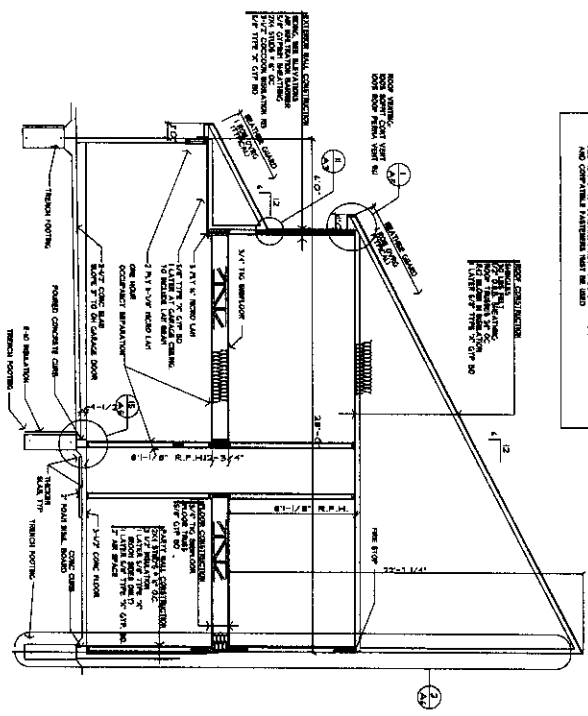


1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC, IBCS, AND ALL OTHER APPLICABLE CODES AND STANDARDS.  
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.  
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
4. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
5. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.

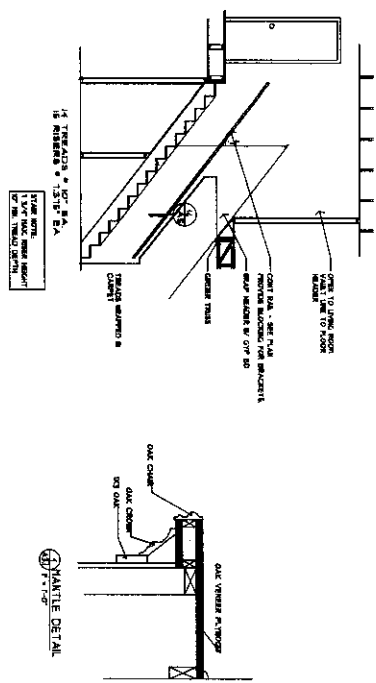
1. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS.  
2. ALL MATERIALS SHALL BE OF THE BEST QUALITY AND SHALL BE SUBMITTED TO THE ARCHITECT FOR APPROVAL PRIOR TO INSTALLATION.  
3. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.  
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.



1. BUILDING SECTION  
1/8" = 1'-0"



2. BUILDING SECTION  
1/8" = 1'-0"

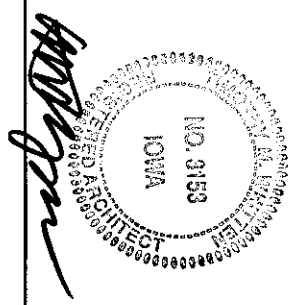


3. STAIR SECTION  
1/8" = 1'-0"

4. MANTLE DETAIL  
1/8" = 1'-0"

- REINFORCEMENT SCHEDULE**
- \* 12" MINIMUM SPLICE LAP
  - \* #4 BAR TOP & BOTTOM
  - \* #4 BAR TOP & BOTTOM
  - \* #4 VERTICAL BAR
  - \* 4" O.C.
  - \* 3" MIN. CLEARANCE FROM GRADE

# UNIT "A" STANDARD



VILLAS  
AT  
ORCHARD HILLS

SHEET TITLE	
A UNITS	
DESIGNED BY	CHECKED BY
DATE	DATE
CONSTRUCTION	DATE
NO. 0153	
A3.1	



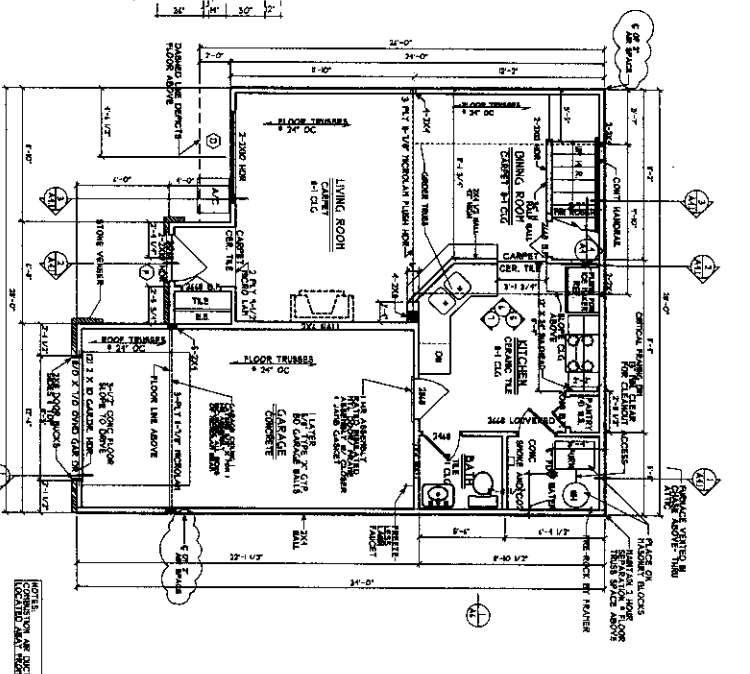
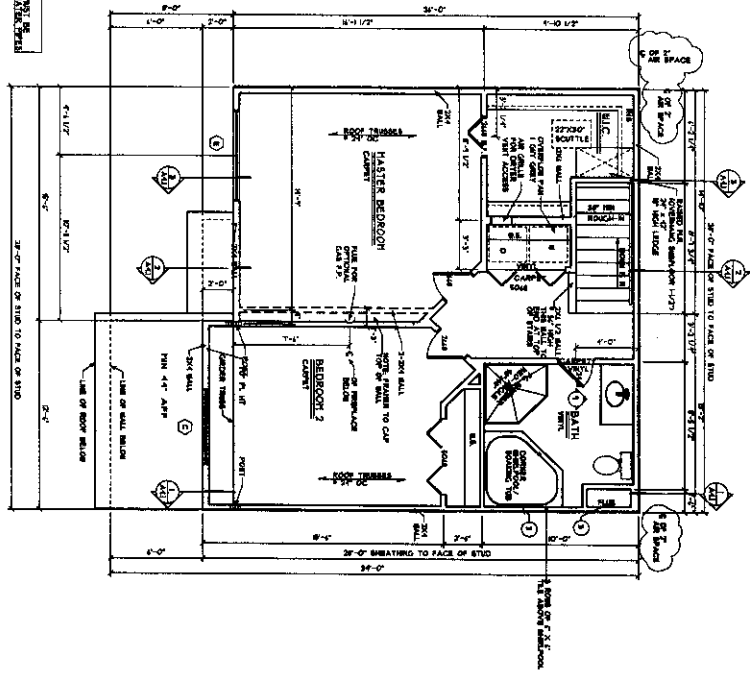


# VILLAS AT ORCHARD HILLS

THIS PLAN IS THE PROPERTY OF THE ARCHITECT AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER WITHOUT THE WRITTEN PERMISSION OF THE ARCHITECT.

PROJECT TITLE	(UNIT "B") STANDARD
DRAWN BY	
CHECKED BY	
DATE	10/01/05
SCALE	1/8" = 1'-0"
REVISIONS	

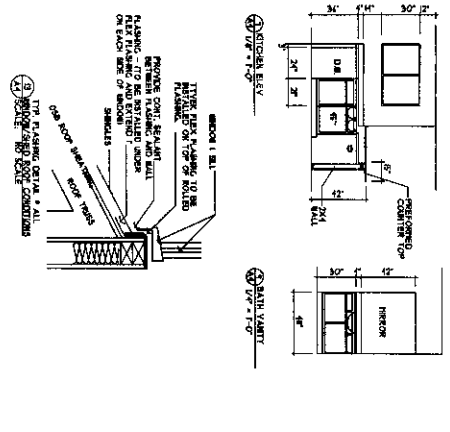
NO. 3153
ARCHITECT
DATE
SCALE
REVISIONS



ROOM	FINISH	UNIT 'B'
1. LIVING ROOM	WOOD PLANK	1.0
2. DINING ROOM	WOOD PLANK	1.0
3. KITCHEN	WOOD PLANK	1.0
4. BATH	WOOD PLANK	1.0
5. BEDROOM	WOOD PLANK	1.0
6. HALL	WOOD PLANK	1.0
7. CLOSET	WOOD PLANK	1.0
8. ENTRY	WOOD PLANK	1.0
9. PORCH	WOOD PLANK	1.0

## UNIT "B" STANDARD

*Handwritten signature*





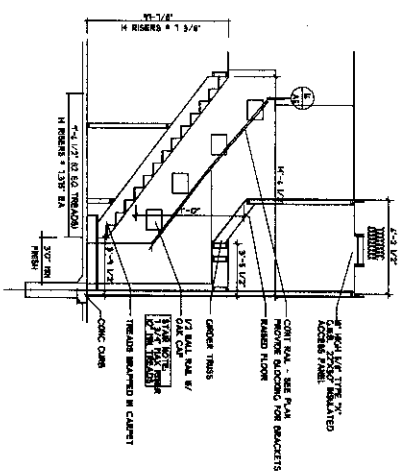
# VILLAS AT ORCHARD HILLS

1. ALL REVISIONS SHALL BE MADE IN THE MANNER SHOWN ON THIS SHEET.  
2. ALL REVISIONS SHALL BE MADE IN THE MANNER SHOWN ON THIS SHEET.  
3. ALL REVISIONS SHALL BE MADE IN THE MANNER SHOWN ON THIS SHEET.

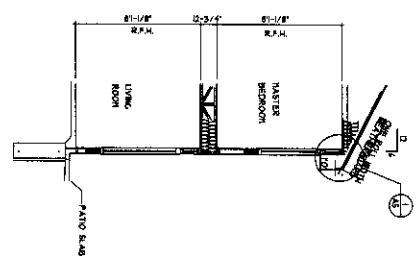
SHEET TITLE	
B. UNIT SECTIONS	
DATE	10/01/05
DESIGNED BY	DATE
CHECKED BY	DATE
CONSTRUCTION	DATE
REVISION	DATE
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NO. 2	DATE
NO. 3	DATE
NO. 4	DATE
NO. 5	DATE
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NO. 99	DATE
NO. 100	DATE

NOTE:  
1. CONCRETE SHALL BE PLACED AND FINISHED WITHIN 10 MINUTES OF POURING.  
2. ALL REINFORCEMENT SHALL BE PLACED AND TIED PRIOR TO POURING.  
3. ALL REINFORCEMENT SHALL BE PLACED AND TIED PRIOR TO POURING.  
4. ALL REINFORCEMENT SHALL BE PLACED AND TIED PRIOR TO POURING.  
5. ALL REINFORCEMENT SHALL BE PLACED AND TIED PRIOR TO POURING.  
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10. ALL REINFORCEMENT SHALL BE PLACED AND TIED PRIOR TO POURING.

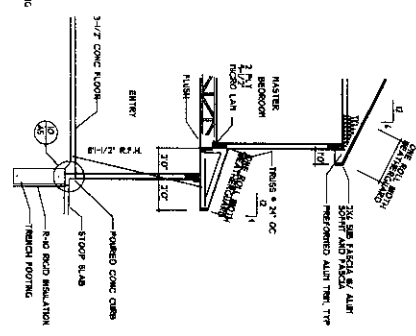
FLOOR FINISH SCHEDULE	
CARPET	ALL BEDROOMS, STAIRS, HALLS.
TILE	ENTRY, KITCHEN, AND BATH.
VINYL	LAUNDRY, AND UPSTAIRS BATH.
CONCRETE	GARAGE, STOREROOM, AND PORCHES.



3. BUILDING SECTION  
SCALE: 1/8" = 1'-0"



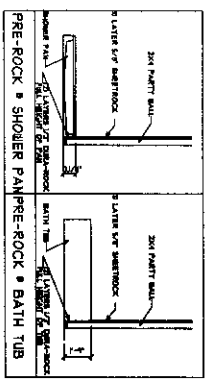
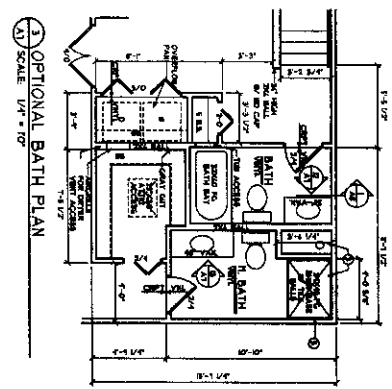
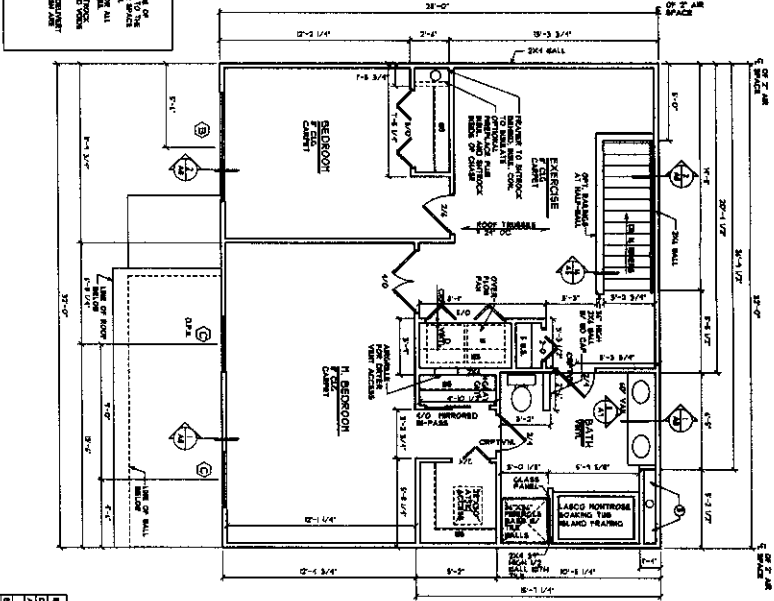
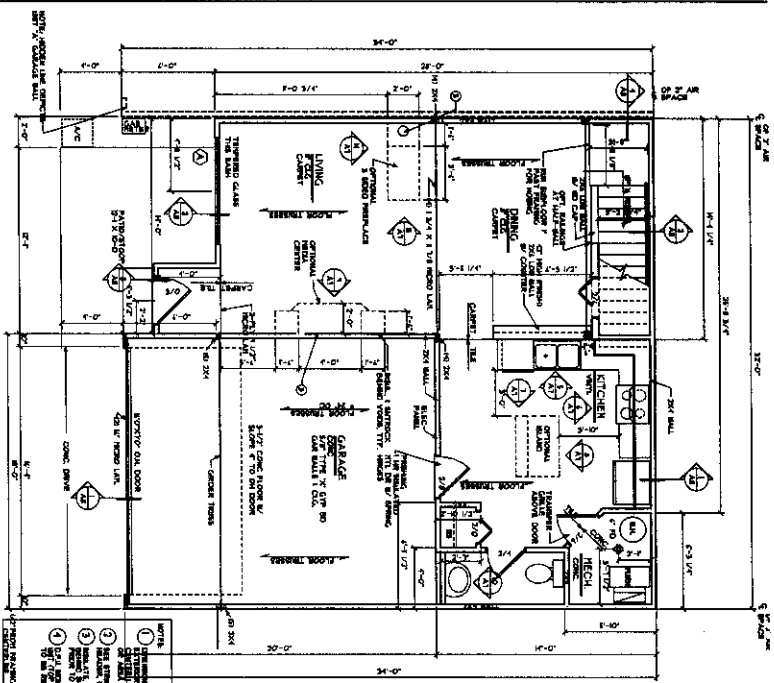
2. BUILDING SECTION  
SCALE: 1/8" = 1'-0"



1. BUILDING SECTION  
SCALE: 1/8" = 1'-0"

- REINFORCEMENT SCHEDULE
- \* 12" MINIMUM SPLICE LAP
  - \* #4 BAR TOP & BOTTOM OF FOOTING
  - \* #4 VERTICAL BAR 4' O.C.
  - \* 3" MIN. CLEARANCE FROM GRADE

NO. 2166  
REGISTERED PROFESSIONAL ENGINEER  
DAVID L. JOHNSON  
IOWA  
EXPIRATION DATE 12/31/05



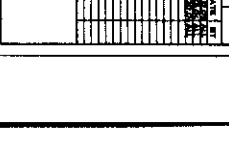
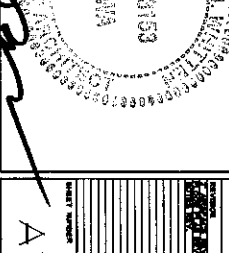
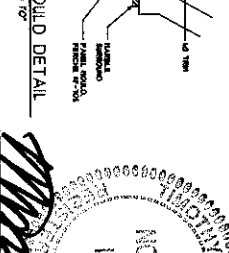
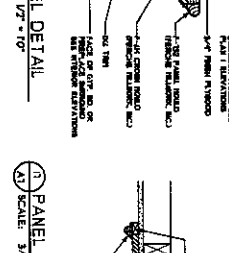
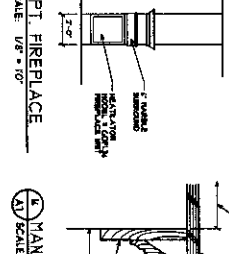
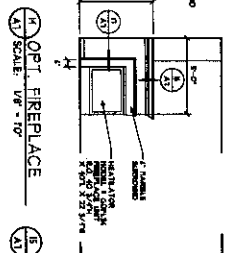
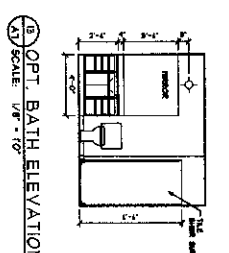
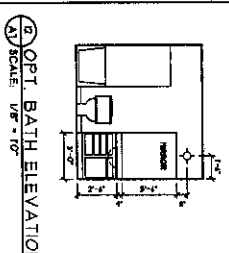
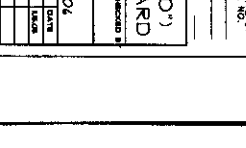
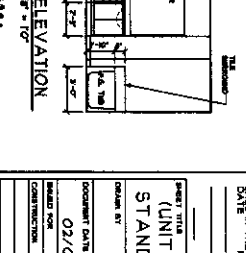
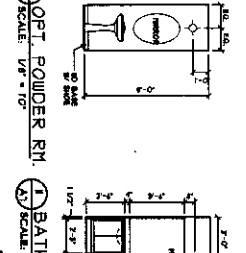
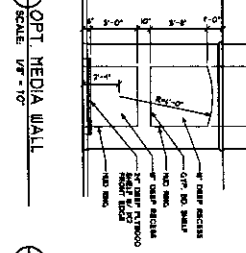
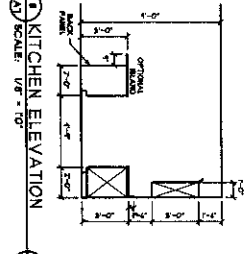
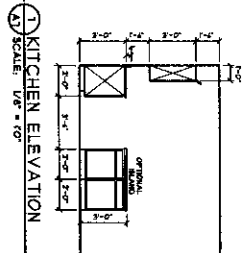
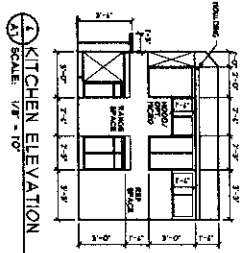
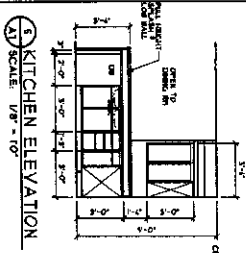
ITEM	DESCRIPTION	QUANTITY	UNIT
1	PRE-ROCK	100	SQ. YD.
2	SHOWER PAN	1	SQ. YD.
3	BATH TUB	1	EA.

1. UNIT "D" MAIN LEVEL FLOOR PLAN  
A) SCALE: 1/8" = 1'-0"

2. UNIT "D" UPPER LEVEL FLOOR PLAN  
A) SCALE: 1/8" = 1'-0"

3. OPTIONAL BATH PLAN  
A) SCALE: 1/8" = 1'-0"

4. PRE-ROCK & SHOWER PAN-PRE-ROCK & BATH TUB  
A) SCALE: 1/8" = 1'-0"



5. OPT. BATH ELEVATION  
A) SCALE: 1/8" = 1'-0"

6. OPT. BATH ELEVATION  
A) SCALE: 1/8" = 1'-0"

7. OPT. FIREPLACE  
A) SCALE: 1/8" = 1'-0"

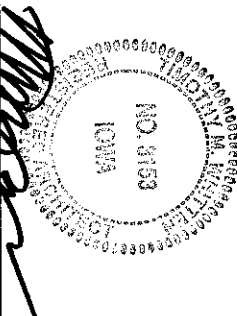
8. OPT. FIREPLACE  
A) SCALE: 1/8" = 1'-0"

9. MANTEL DETAIL  
A) SCALE: 1/8" = 1'-0"

10. PANEL MOLD DETAIL  
A) SCALE: 1/8" = 1'-0"

11. PANEL MOLD DETAIL  
A) SCALE: 1/8" = 1'-0"

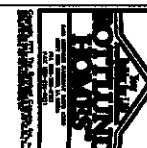
12. PANEL MOLD DETAIL  
A) SCALE: 1/8" = 1'-0"

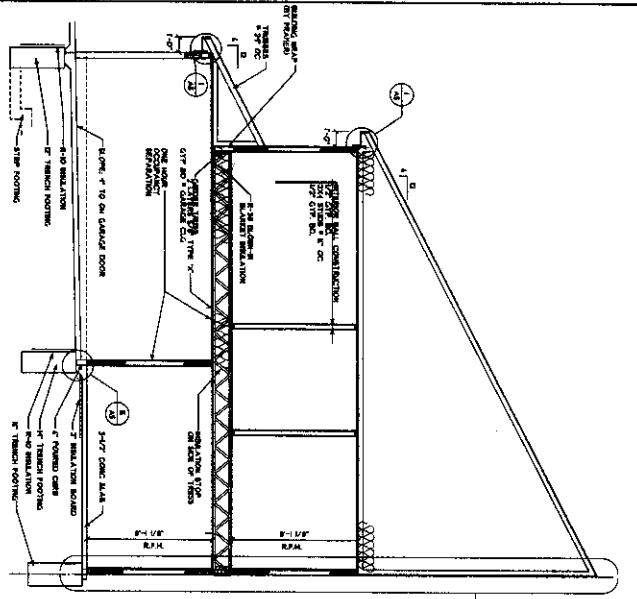


ITEM	DESCRIPTION	QUANTITY	UNIT
1	PRE-ROCK	100	SQ. YD.
2	SHOWER PAN	1	SQ. YD.
3	BATH TUB	1	EA.

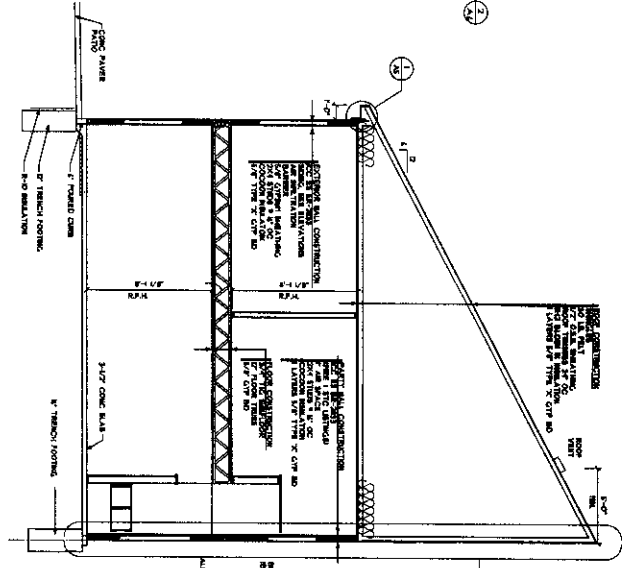
ITEM	DESCRIPTION	QUANTITY	UNIT
1	PRE-ROCK	100	SQ. YD.
2	SHOWER PAN	1	SQ. YD.
3	BATH TUB	1	EA.

VILLAS  
AT  
ORCHARD HILLS

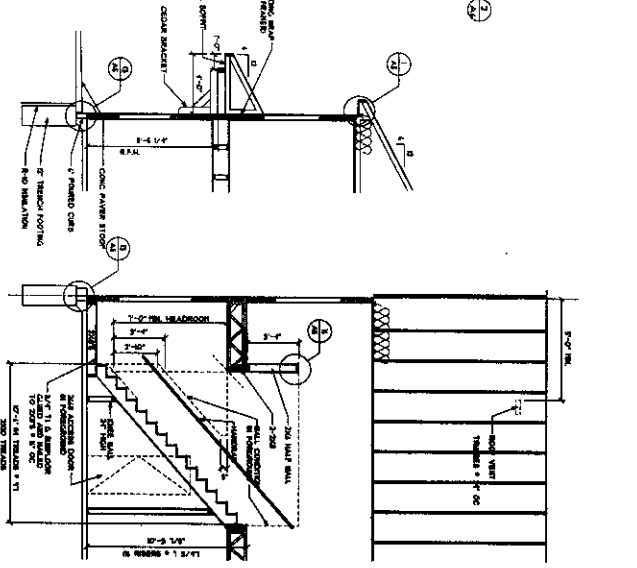




UNIT "D" SECTION  
SCALE: 1/8" = 1'-0"

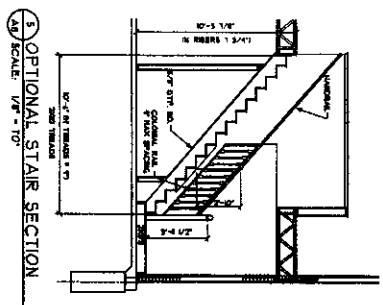
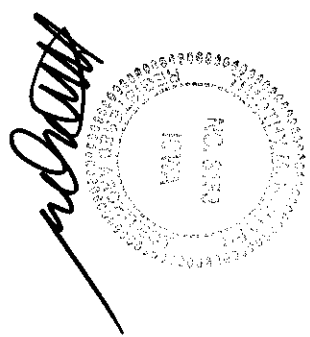


UNIT "D" SECTION  
SCALE: 1/8" = 1'-0"



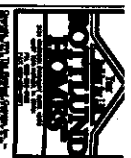
UNIT "D" ENTRY SECTION  
SCALE: 1/8" = 1'-0"

UNIT "D" STAIR SECTION  
SCALE: 1/8" = 1'-0"



OPTIONAL STAIR SECTION  
SCALE: 1/8" = 1'-0"

# VILLAS AT ORCHARD HILLS



PROJECT TITLE		SHEET NO.	
(UNIT "D")		A8	
SECTION		DATE	
DRAWN BY		CHECKED BY	
C2/01/01		DATE	
CONSTRUCTION		2000	
REVISIONS		DATE	
1		10/10/01	
2		10/10/01	
3		10/10/01	
4		10/10/01	
5		10/10/01	
6		10/10/01	
7		10/10/01	
8		10/10/01	
9		10/10/01	
10		10/10/01	

## **EXHIBIT "B"**

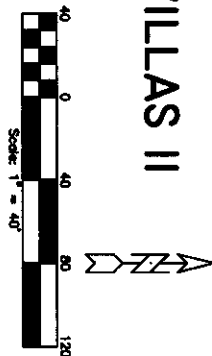
Lots 3, 4, 5, 6, 7, 8, 9 and 10, Orchard Hills Villas II, an Official Plat, now included in and forming a part of the City of Norwalk, Warren County, Iowa.



# FINAL PLAT

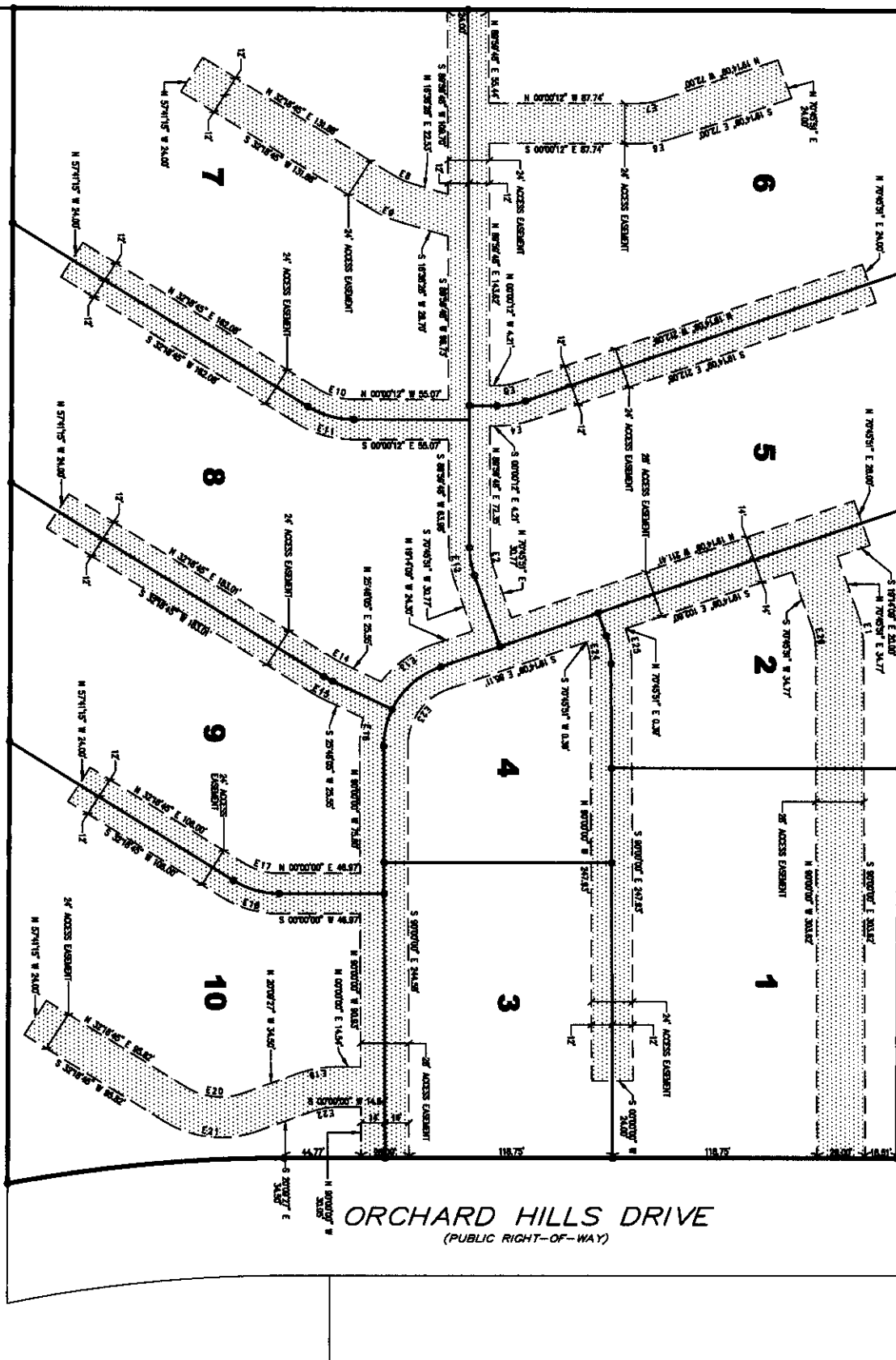
## ORCHARD HILLS VILLAS II

SHEET 2 OF 3 - ACCESS EASEMENTS



NUMBER	BEITA ANGLE	CURVE DESCRIPTION	BEITUS	ARC LENGTH	CURVE LENGTH
01	90°00'00"	S 87°22'00" E 34.00'	34.00	21.98	21.98
02	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
03	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
04	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
05	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
06	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
07	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
08	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
09	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
10	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
11	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
12	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
13	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98

NUMBER	BEITA ANGLE	CURVE DESCRIPTION	BEITUS	ARC LENGTH	CURVE LENGTH
14	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
15	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
16	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
17	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
18	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
19	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
20	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
21	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
22	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
23	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
24	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
25	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
26	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
27	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98
28	90°00'00"	N 00°00'00" E 34.00'	34.00	21.98	21.98



ORCHARD HILLS DRIVE  
(PUBLIC RIGHT-OF-WAY)

**ERG**  
Engineering & Surveying  
1000 CHANDLER AVENUE  
SUITE 1000, FORT COCKER  
(916) 296-0000

### ORCHARD HILLS VILLAS II - FINAL PLAT

NO.	REVISION	DATE	BY	FOR

LOCATION

SCALE: 1" = 40'  
Dwg. ROAD-FP.000  
FIELD BOOK

DESIGNED BY: DJS  
CHECKED BY: DJS  
SHEET 2 OF 3

DRAWN BY: KMS  
DATE: 12/24/05  
FILE NO.: 5099

5099.00



No. W00451191  
Date: 02/06/2006

## SECRETARY OF STATE

504RDN-000323172

THE VILLAS AT ORCHARD HILLS CONDOMINIUM OWNERS ASSOCIATION

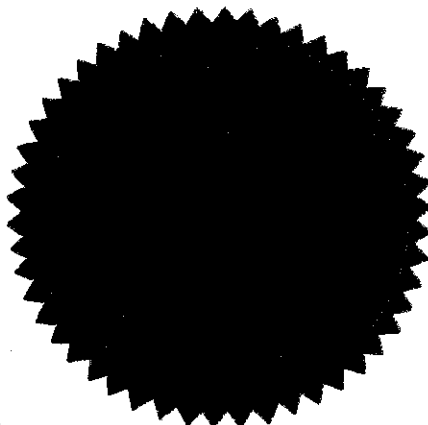
### ACKNOWLEDGEMENT OF DOCUMENT FILED

The Secretary of State acknowledges receipt of the following document

Articles of Incorporation

The document was filed on February 6, 2006, at 02:00 PM, to be effective as of February 6, 2006, at 02:00 PM.

The amount of \$20.00 was received in full payment of the filing fee.



  
\_\_\_\_\_  
CHESTER J. CULVER SECRETARY OF STATE





RECEIVED  
SECRETARY OF STATE  
IOWA

06 FEB -6 PM 2:00

323172

521932 ART122 \$20.00 DMC 2 2/6/06

**ARTICLES OF INCORPORATION  
OF  
THE VILLAS AT ORCHARD HILLS  
CONDOMINIUM OWNERS ASSOCIATION**

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Revised Iowa Nonprofit Corporation Act, Chapter 504 of the Code of Iowa, adopts the following Articles of Incorporation:

**ARTICLE I  
Name and Principal Office**

The name of the Corporation shall be: "The Villas at Orchard Hills Condominium Owners Association" (herein called the "Association").

**ARTICLE II  
Registered Office and Agent**

The initial registered office of the Association shall be 319 7<sup>th</sup> Street, Suite 500, Des Moines, Iowa 50309, and the initial registered agent at such address shall be Conlin Properties, Inc.

**ARTICLE III  
Corporate Existence**

The corporate existence of the Association shall begin upon the date these Articles are filed with the Secretary of State, and its duration shall be perpetual.

**ARTICLE IV  
Purposes and Powers**

The Association does not contemplate pecuniary gain or profit to the members thereof. The specific purposes and objects for which the Association is formed are to provide for and to administer the operation, management, maintenance and care of the Horizontal Property Regime to be known as "The Villas at Orchard Hills" to be established in accordance with Chapter 499B, Code of Iowa (2005), as amended, which shall be located upon the following described real estate situated in the City of Norwalk, Polk County, Iowa:

Lots 1 through 10, Orchard Hills Villas II, an Official Plat in the City  
of Norwalk, Warren County, Iowa;

and to undertake the performance of the acts and duties incident to the administration of the operation and management of the Association in accordance with its terms, provisions, conditions and authorizations as contained in these Articles of Incorporation, and which may be contained in the Declaration of Submission of Property to Horizontal Property Regime for The Villas at Orchard Hills, as the same may be amended from time to time, which will be filed in the office of the County Recorder of Warren County, Iowa, at the time said real property and the improvements now or hereafter situated thereon are submitted to the Horizontal Property Regime. Thus, the Association

shall be a "Mutual Benefit Corporation", as that term is defined under the Revised Iowa Nonprofit Corporation Act. For this purpose, the Association shall have the authority to:

A. Exercise all of the powers and privileges and to perform all of the duties and obligations of the Association as set forth in the Declaration recorded or to be recorded in the office of the Recorder of Warren County, Iowa, and as the same may be amended from time to time as therein provided, said Declaration being incorporated herein as if set forth at length; and

B. Exercise any and all powers, rights and privileges which a corporation organized under the Nonprofit Corporation Law of the State of Iowa may now or hereafter have or exercise, including the Revised Iowa Nonprofit Corporation Act.

## **ARTICLE V**

### **Board of Directors**

The Affairs of this Association shall be managed by a Board of at least two (2) but not more than five (5) Directors. The initial members of the Board of Directors as named below as well as any other members of the Board of Directors who are elected by the Declarant need not be members of the Association, thereafter, all members of the Board of Directors shall be members of the Association. The number of Directors within this range shall be established by the By-Laws of the Association. The names and addresses of the persons who are to act as the initial Directors until their successors are elected shall be as follows:

Julia Stover  
3636 Westown Parkway, Suite 101  
West Des Moines, IA 50266

Roger Eastman  
3636 Westown Parkway, Suite 101  
West Des Moines, IA 50266

## **ARTICLE VI**

### **Membership; Voting Rights**

Each person who is a record owner of a fee or undivided fee interest or contract buyer of any condominium which is subject to the above-described Declaration shall automatically be a member of the Association in the classes set forth below. The acceptance of a deed or other conveyance or installment real estate contract for any such condominium shall be deemed to be that condominium owner's consent or affirmative action evidencing consent to become a member of the Association. Membership in the Association shall be appurtenant to and shall not be separated from condominium ownership in The Villas at Orchard Hills. Property right interests in membership are not transferrable except in connection with the transfer by members of their respective condominiums. **Rottlund Homes of Iowa, Inc., which is the owner of the Property, or its successor in interest or assignee pursuant to a document that specifically refers to this Class "B" membership transfer, shall be a Class "B" member of the Association and shall be the sole voting member of the Association until that date which is seven (7) years later; or until that date which is one hundred twenty (120) days after the conveyance of seventy-five percent**

**(75%) of the Condominiums (including Condominiums which have then or may thereafter be added to the Regime pursuant to the Declaration) to Condominium Owners other than Declarant; or a recording of a written surrender of control of the Association by the Declarant, whichever first occurs. Upon the happening of the earliest of said events, all Directors elected by the Declarant shall resign from the Board of Directors and all members shall automatically convert to Class "B" members and have full voting rights as established in the Declaration, as amended from time to time, regarding the affairs of the Association, including election of Directors. The foregoing is not intended to include persons or entities who hold an interest merely as security for the performance of an obligation. All other members shall be Class "A" members and shall not have any such voting rights.**

## **ARTICLE VII**

### **By-Laws**

The initial By-Laws of the Association shall be adopted by its initial Board of Directors, and, thereafter, the By-Laws may be altered, amended or repealed only in the same manner and to the same extent as the Declaration.

## **ARTICLE VIII**

### **Incorporator**

The name and address of the incorporator is: Streetar Cameron, 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309.

## **ARTICLE IX**

### **Transfer of Membership**

Membership in the Association may not be assigned or transferred except as follows:

A. With respect to the Class "B" membership of the Association, the membership may be assigned or transferred to any successor in interest or assignee of the Declarant, Rottlund Homes of Iowa, Inc., pursuant to a document that specifically refers to this Class "B" membership transfer.

B. With respect to the Class "A" membership (and to that membership when it is converted to voting Class "B" membership as described in these Articles), the membership may only be assigned to a successor in interest or grantee of any condominium owner within the Property. A conveyance of a condominium by any condominium owner shall be automatically deemed to be a transfer of membership to the grantee without the need for any further documentation.

## **ARTICLE X**

### **Liability/Indemnification**

A. No officer or any member of the Board of Directors of the Association shall be personally liable to the Corporation or its Members for money damages for any action taken, or any failure to take any action, as an officer or as a member of the Board of Directors, except liability for any of the following:

1. The amount of a financial benefit received by such person to which the person is not entitled.

2. An intentional infliction of harm on the corporation or its Members.

3. A violation of Section 504.834 of the Revised Iowa Nonprofit Corporation Act.

4. An intentional violation of criminal law.

B. The Corporation shall indemnify an officer or a member of the Board of Directors for liability, as defined in Section 504.851, subsection 5, of the Revised Iowa Nonprofit Corporation Act, to a person for any action taken, or any failure to take any action, as an officer or as a director except liability for any of the following:

1. Receipt of a financial benefit to which the person is not entitled.

2. An intentional infliction of harm on the corporation or its Members.

3. A violation of Section 504.834 of the Revised Iowa Nonprofit Corporation Act.

4. An intentional violation of criminal law.

#### **ARTICLE XI** **Capital Stock**

The Corporation shall have no capital stock.

#### **ARTICLE XII** **Distribution of Assets Upon Dissolution**

Upon dissolution of the corporation, the assets of the corporation shall be distributed to the Members of the corporation in the same proportion as the Member's allocated vote/assessment total bears to the total of all the votes/assessments outstanding for the corporation.

#### **ARTICLE XIII** **Election to be Subject to Revised Iowa Nonprofit Corporation Act**

Pursuant to Section 504.1701(3) of the Revised Iowa Nonprofit Corporation Act, the Corporation hereby elects to be subject to the provisions of the Revised Iowa Nonprofit Corporation Act.

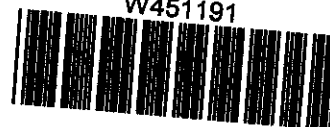
Dated this 6<sup>th</sup> day of February, 2006.

Streetar Cameron  
Streetar Cameron, Incorporator

FILED  
IOWA  
SECRETARY OF STATE

2-6-06  
2:00 PM

W451191



**BY-LAWS  
OF  
THE VILLAS AT ORCHARD HILLS  
CONDOMINIUM OWNERS ASSOCIATION**

**(An Iowa Non-Profit Corporation)**

**ARTICLE I**

**Section 1. Name.** The name of the corporation is **THE VILLAS AT ORCHARD HILLS CONDOMINIUM OWNERS ASSOCIATION**. The Association is formed pursuant to Chapter 504, Code of Iowa (2005), as amended, and Chapter 499B, Code of Iowa (2005), as amended, known respectively as the "Revised Iowa Non-Profit Corporation Act" and the "Horizontal Property Act" (the latter being referred to herein as the "Act"), and laws amendatory thereof and supplemental thereto. The terms used in these By-Laws shall have the same meaning as they have in the Act, except as otherwise specified herein.

**Section 2.** The Articles of Incorporation of the Association were filed in the Office of the Secretary of State of the State of Iowa on the 6<sup>th</sup> day of February, 2006.

**Section 3. Membership and Voting.** The membership of the Association shall consist of the Owners of the Condominiums within The Villas at Orchard Hills Horizontal Property Regime located in Norwalk, Warren County, Iowa (hereinafter referred to as the "Regime"). Membership in the Association shall be appurtenant to, and shall not be separated from, Condominium ownership in the Regime. A person shall cease to be a Member of the Association at such time as that person ceases to be an Owner of a Condominium. Each Condominium shall have one vote. Where there is more than one Owner of a Condominium, all of such Owners shall be Members of the Association and the vote allocated to the Condominium in accordance with the Declaration and these By-Laws shall be cast as the Condominium Owners among themselves may determine and signify in writing to the Association, but in no event shall more than one vote be cast with respect to any Condominium nor shall the vote allocated to a Condominium be split or otherwise cast separately by the Condominium Owners. Where there is more than one Condominium Owner of a Condominium, the Owners thereof shall notify the Secretary of the Association, in writing, of the name of the Owner who has been designated to cast the vote attributable to that Condominium, on behalf of all the Owners of that Condominium. If the Owners of a Condominium cannot agree on the Owner who is to be designated to cast the vote attributable to the Condominium owned by such Owners, or on the manner in which such vote is to be cast, the Owners shall submit such dispute to the Board of Directors of the Association. The Board of Directors shall resolve such dispute in the manner determined by the Board of Directors to be fair and equitable and such determination shall be binding on said Condominium Owners. Membership in the Association shall automatically pass when the ownership of a Condominium is transferred in any manner.

**Section 4. Registration of Owner.** It shall be the duty of each Condominium Owner to register with the Secretary of the Association in writing (i) the name and address of such Condominium Owner; (ii) the nature and satisfactory evidence of such Condominium Owner's

interest or estate in a Condominium; and (iii) the addresses at which such Condominium Owner desires to receive notice of any duly called meeting of the Members. If a Condominium Owner does not register as provided in this paragraph, the Association shall be under no duty to recognize the rights of such person hereunder, and shall not recognize such person's right to vote as provided herein, but such failure to register shall not relieve a Condominium Owner of any obligation, covenant or restriction under the Declaration or these By-Laws. If there is more than one Condominium Owner of a Condominium, each must execute the registration as provided in this paragraph.

## ARTICLE II

### Members

Section 1. Place of Meeting. Meetings of Members and Directors of the Association may be held at such places within the State of Iowa, as may be designated by the Board of Directors.

Section 2. Annual Meeting. The first annual meeting of the Members shall be held within one (1) year after the recording of the Declaration, on a date established by the first Board of Directors. Each subsequent regular annual meeting of the Members shall be held at least once each year on the same day of the same month of each year thereafter (unless the Board of Directors designates a different date for annual meetings), at such hour as may be designated by the Secretary in the notice of said meeting, as hereinafter provided. At each annual meeting, the Members shall, subject to the provisions of Section 2 of Article III hereof, elect members to the Board of Directors from among themselves and shall transact such other business as may properly come before the meeting.

Section 3. Special Meetings. Special meetings of the Members may be called for any purpose at any time by the President or by the Board of Directors, on their own initiative or upon the delivery of a written request signed by Owners of Condominiums to which is assigned 25% or more of the votes in the Association to either the President or the Secretary, stating the purpose of the special meeting. No business shall be transacted in a special meeting of the Members except as stated in the notice of the meeting, as hereinafter provided.

Section 4. Notice of Meetings. At least twenty-one (21) days in advance of any annual or regularly scheduled meeting, and at least seven (7) days in advance of any other meeting, the Secretary of the Association shall send to each Condominium Owner a written notice of the time, place and complete agenda of the meeting which is the subject of such notice. Such notice shall be hand delivered or sent by United States mail, to all Condominium Owners of record at the address of their respective Condominiums and to such other addresses as any Condominium Owners may have designated in writing to the Secretary. Condominium Owners of record shall be those Condominium Owners who are registered with the Secretary as provided in Article I, Section 4, on a date specified by the Board of Directors (the "Record Date"). Such Condominium Owners of record shall be entitled to notice of any duly called meeting of the Members; provided, that the Board of Directors may not specify a Record Date which is more than thirty-five (35) days prior to the date of an annual meeting or no more than twenty (20) days prior to the date of a special meeting. A

Condominium Owner may at any time waive notice of any meeting by a signed writing or by attendance at the meeting.

**Section 5. Quorum and Adjournment.** The presence of Members in person or represented by proxy who have the authority to cast ten percent (10%) of the total of the votes of all members of the Association shall be requisite for and shall constitute a quorum at all meetings of the Association for the transaction of business except that of adjourning the meeting to reconvene at a subsequent time and except as otherwise provided by law. If, however, such percentage shall not be present or represented at any such meeting, the Members entitled to vote thereat, present in person or by proxy, shall have power to adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum shall be present, at which time any business may be transacted which might have been transacted at the meeting as initially called had a quorum then been present. The Quorum, having once been established at a meeting, shall continue to exist for that meeting, notwithstanding the departure of any member previously in attendance in person or by proxy.

**Section 6. Voting Register.** At the beginning of each meeting of the Members, the Secretary shall deliver to the Chairman for the meeting a written list of the Condominium numbers, the respective name or names of the Condominium Owners entitled to notice of such meeting, and the respective name of the person (in the case of multiple Condominium Owners) authorized to vote.

**Section 7. Order of Business.** The order of business at annual meetings of the members, and at such other membership meetings of the Members as may be practical, shall be as follows:

- a. Presenting of Voting Register, proxy certification and establishment of a quorum.
- b. Appointment by the Chairman of inspectors of election as determined by the Chairman or when requested by a Member of the Board of Directors.
- c. Election of Members of the Board of Directors.
- d. Adjournment.

**Section 8. Manner of Voting.** Proxies shall be in writing, signed by the Member giving the Proxy, and filed with the Secretary of the Association prior to the meeting. All elections and all questions shall be decided by the concurring vote of the Members who are entitled to cast a majority of the votes represented by all Members present in person or by proxy at a meeting, except as otherwise specifically provided in the Declaration, these By-Laws or the Act. Cumulative voting shall not be permitted. Every proxy shall be revocable and shall automatically cease upon the expiration of eleven (11) months from the date of its execution, the conveyance by the Member of his Condominium or by the Member's personal attendance at the meeting.

No vote in the Association shall be deemed to inure to any Condominium during the time when the Condominium Owner thereof is the Association.



the Board of Directors, be levied as the annual assessment against such Condominium, payable in equal monthly installments due on the first day of each month during the period covered by the Budget, without further resolution by the Board of Directors. The Common Expenses shall include those Common Expenses set forth in the Declaration and these By-Laws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property and as permitted by the Act and all laws amendatory thereof and supplemental thereto; provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Condominium Owner. The Board of Directors shall advise all Condominium Owners in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Condominium Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Condominium Owner and to his First Mortgage. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unneeded Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expense, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Condominium Owners, shall be a lien on the Condominiums and shall be enforceable in the same manner as the monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors.

Section 2. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors pursuant to Section 1 of this Article V. An Owner may not avoid assessment for Common Expenses by failing or waiving the right to the use or enjoyment of the Common Elements. Monthly assessments shall be due as provided in Section 1 of this Article and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any Owner of a Condominium and its appurtenant undivided interest in Common Areas and Facilities may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due and payable all Common Expenses attributable to that Condominium. The mortgage note or deed may further provide that a default in making such deposit shall be a default under the terms of the mortgage deed. In the event that mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.

Section 3. Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Condominiums which shall be available in the office of the Association or of any

Section 9. Action Taken Without a Meeting. Any action which might be taken at a meeting of the Condominium Owners may be taken without a meeting if authorized in a writing or writings signed by all of the Condominium Owners.

### ARTICLE III

#### Board of Directors

Section 1. Number and Qualification. The first Board of Directors shall consist of the persons designated as Directors in the Articles of Incorporation of the Association as well as those persons elected by the Declarant, who need not be Condominium Owners. Upon the ending of the terms of the first Board of Directors, the Board of Directors shall be composed of five (5) Directors, all of whom shall be Members; or, in the case of ownership of a Condominium by a partnership, shall be partners or employees of such partnership; or, in the case of ownership of a Condominium by a corporation, shall be officers or employees of such corporations; or, in the case of ownership of a Condominium by a fiduciary, shall be officers or employees of such fiduciary.

Section 2. Term of Office. Notwithstanding the right to remove a Director under Section 9 of this Article III, and notwithstanding anything else herein contained, **Rottlund Homes of Iowa, Inc., ("Declarant") which is the owner of the Property, or its successor in interest or assignee pursuant to a document that specifically refers to this Class "B" membership transfer, shall be a Class "B" member of the Association and shall be the sole voting member of the Association until that date which is seven (7) years later; or until that date which is one hundred twenty (120) days after the conveyance of seventy-five percent (75%) of the Condominiums (including Condominiums which have then or may thereafter be added to the Regime pursuant to the Declaration) to Condominium Owners other than Declarant; or a recording of a written surrender of control of the Association by the Declarant, whichever first occurs.** Upon the happening of the earliest of said events, all Directors elected by the Declarant shall resign from the Board of Directors. Upon the resignation from the Board of Directors of all Directors elected by the Declarant, five (5) directors shall be elected, two (2) for a one (1) year term, and three (3) for a two (2) year term. At each annual meeting thereafter, two (2) or three (3) (as the case may be) Directors shall be elected, to a two (2) year term, as successors to the two (2) or three (3) (as the case may be) Directors whose term is then ending. The term of a member of the Board of Directors shall expire upon the election of a successor at an annual meeting of the Members. A Director shall hold office until he shall resign and his resignation shall have become effective, or until a qualified successor has been elected and shall have accepted the office, or until the Directors have been removed in accordance with the provisions of these By-Laws. The Board of Directors elected by the Declarant shall have the power to adopt the By-Laws of the Association, to elect officers, to establish a schedule of assessments and shall have generally the powers and duties of the Board of Directors as set forth herein and in the Declaration.

Section 3. Election. The five (5) Directors being elected upon the resignation from the Board of Directors of all Directors elected by the Declarant shall be elected in one (1) voting. Each Condominium shall be entitled to cast five (5) votes. Such votes may not be used cumulatively and, if cast, must be cast for five (5) separate candidates. The candidates receiving the first, second and third highest number of votes shall have been elected to two (2) year terms and the candidates

receiving the fourth and fifth highest number of votes shall have been elected to one (1) year terms. Thereafter, the two (2) or three (3) (as the case may be) Directors being elected at any annual meeting shall be elected in one (1) voting. Each Condominium shall be entitled to cast two (2) or three (3) (as the case may be) votes. Such votes may not be used cumulatively and such two (2) or three (3) (as the case may be) votes, if cast, must be cast for two (2) or three (3) (as the case may be) separate candidates. The two (2) or three (3) (as the case may be) candidates receiving the highest number of votes shall have been elected to two (2) year terms.

**Section 4. General Powers.** The Board of Directors shall manage the property, affairs and business of the Association. Specifically, and without limited the generality of the foregoing, the Board of Directors shall have the power to:

a. Adopt and publish administrative rules and regulations governing the operation and the use of the Common Elements, the use and occupancy of the Condominiums and the personal conduct of the Members and their tenants and guests thereon and therein, parking, matters of aesthetics affecting the Regime or any part thereof and such other matters as are necessary or desirable to the harmonious use and enjoyment of the Regime by the Condominium Owners, copies of all of which rules and regulations shall be made available to all Condominium Owners;

b. Supervise the operation, maintenance, repair and replacement of the Common Elements and the making of any additions or improvements thereto;

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

d. Authorize the making of any contracts, leases, management contracts, employment contracts or leases of recreational areas or facilities on behalf of the Association, engage the services of and discharge a manager, managing agent, independent contractor or other employees as they deem necessary, and determine the duties and compensation of such persons. No such lease or contract shall be entered into on behalf of the Association whose term exceeds two (2) years; and any contract for professional management of the Property, or any other contract providing for services by the Declarant, shall be terminable by the Association or the other party thereto on sixty (60) days' written notice without cause and without the imposition of any penalty or termination fee and shall be terminable for cause by the Association on thirty (30) days' written notice.

e. Lease or purchase and mortgage a Condominium(s) or other residential quarters for management and maintenance personnel. All rental or debt service paid by the Association pursuant to such lease agreement or mortgage shall be general Common Expense.

f. Exercise the irrevocable right to have access to each Condominium from time to time during reasonable hours as may be necessary for the maintenance,

repair or replacement of any of the Common Elements therein or accessible therefrom, or at any time for making emergency repairs therein necessary to prevent damage to the Common Elements or to another Condominium or Condominiums.

g. Determine what shall constitute Common Expenses required for the affairs of the Association, which shall include all ordinary or extraordinary and necessary expenses for the operation and the repair, replacement and maintenance of the Real Estate, and the establishment of a reserve for future repair, replacement and maintenance of those portions of the Common Elements which must be repaired, replaced or maintained on a periodic basis;

h. Levy and collect the Common Expenses from the Condominium Owners;

i. Open bank accounts on behalf of the Association and designate signatories required therefor;

j. Obtain insurance for the Regime pursuant to the provisions of the Declaration; and

k. Dedicate or transfer easements for public utilities or other public purposes consistent with the intended use of the Common Elements over any part of the Common Elements to any governmental subdivision or public agency or public utility.

Section 5. General Duties. In addition to and without limitation of the powers and duties assigned to the Board of Directors elsewhere herein, by the Declaration or by the Act, it shall be the duty of the Board of Directors to:

a. Contract for labor and materials needed to maintain, repair and replace the Common Elements, pay for insurance, utilities and other expenses of operating the Common Elements and of performing the other duties of the Association as provided by law, the Declaration or herein, and assess the costs thereof against the Members of the Association in the manner provided for by the Act herein and in the Declaration. The Board shall include in the monthly assessments such amount as is necessary to accumulate an adequate reserve for the maintenance, repair and replacement of those Common Elements that must be replaced, repaired or maintained on a periodic basis, and may accumulate an additional reserve from time to time in anticipation of extraordinary Common Expenses.

b. Cause to be kept detailed, accurate records in chronological order, of the receipts and expenditures affecting the Common Elements, specifying and itemizing the maintenance, repair and replacement expenses of the Common Elements and any other expenses incurred. Such records and the vouchers authorizing the payments shall be available for examination by the Condominium Owners during normal business hours.

c. Prepare or cause to be prepared an annual report, a copy of which shall be provided to each Condominium Owner with the notice of each annual meeting and shall be available to each Condominium Owner at the annual meeting, showing the financial affairs of the Association, and containing at a minimum the following:

(i) A statement of any capital expenditure in excess of two percent (2%) of the current budget or Five Thousand Dollars (\$5,000.00), whichever is greater, anticipated by the Association during the current year or succeeding two (2) fiscal years;

(ii) A statement of the status and amount of any reserve or replacement fund and any portion of the fund designated by the Board for any specific project;

(iii) A copy of the Statement of Financial Condition for the Association for the last fiscal year;

(iv) A statement of the status of any pending suits or judgments in which the Association is a party;

(v) A statement of the insurance coverage provided by the Association; and

(vi) A statement of any unpaid assessments levied by the Association on individual Condominiums, identifying the Condominium number, the amount of the unpaid assessment and its due date.

Any Member of the Association shall have the right, upon reasonable notice to the Treasurer, to review the accounts and financial records of the Association. If the Association does not elect to include an audit as a part of the Common Expenses, one or more Members may call for an audit of the affairs of the Association by written notice to the President. If the audit shall disclose errors of three percent (3%) or greater in any figures contained in the most recent statements issued by the Board, the Association shall bear the expense of the audit. If no such error of three percent (3%) or greater shall be established by the audit, the member or members requesting the audit shall bear the entire expense thereof, which shall be a lien upon their individual Condominiums until paid.

Section 6. Limitation of Authority. Anything herein or in the Declaration to the contrary notwithstanding, unless specifically authorized herein or in the Declaration, the Board of Directors shall have no authority, except as may specifically be granted by the majority (or such higher number as may otherwise be required hereunder, by the Act or by the Declaration) of the Members present in person, or by proxy, at a meeting hereof, to do any of the following:

a. Purchase any Condominium except that the Board of Directors may accept any Condominium surrendered to it for unpaid assessments and may purchase

a Condominium at any sale held pursuant to foreclosure for unpaid assessments provided that the Board of Directors shall not, unless authorized by the members, bid, at any such foreclosure sale, any amount in excess of the total of the delinquent assessment on account of which the foreclosure sale is being held, any interest thereon and other costs related thereto which are, pursuant to the Declaration, the Act and hereunder, collectible from the Owner of such Condominium.

b. Levy or assess as a Common Expense the cost of any capital improvement or acquisition, other than the repair or replacement of an existing portion of the Real Estate unless specifically authorized by not less than ninety percent (90%) of the total voting power of the Association.

Section 7. Resignation. A Director of the Association may resign at any time by giving written notice to the Board of Directors, such resignation to take effect at the time of such notice or at any later date or time specified therein. Unless otherwise specified therein, acceptance of a resignation shall not be necessary to make it effective.

Section 8. Vacancy. A vacancy in the Board of Directors caused by resignation, death, disqualification, removal or any inability to act shall be filled by the Board of Directors and such action shall be valid notwithstanding the fact that the number of Directors then in office is less than the number specified herein.

Section 9. Removal. Any Director or all Directors, except the members of the first Board of Directors, may be removed at any time with or without cause by a majority vote of a quorum of the Owners at any annual or special meeting of the Association. A Director shall be automatically removed without a meeting or other action of the Owners on the date of closing of any sale or transfer of his Condominium or on the date of transfer of possession thereof in connection with any such sale or transfer, whichever occurs earlier.

Section 10. Regular Meeting. The regular annual meeting of the Board of Directors shall be held without notice at the place, and immediately following the adjournment of the annual meeting of the Members of the Association, to transact such business as may properly come before the Board.

Section 11. Special Meetings of the Board of Directors. Special meetings of the Board of Directors shall be held upon written request of the President or of any Directors, stating the purpose or purposes thereof. Notice of such meeting shall be given by mail or telegraph to each Director, addressed to him at his residence or usual place of business at least three (3) days before the day on which such meeting is to be held. Every such notice shall state the time, place and purpose of the meeting. No business other than that stated in the notice shall be transacted at said meeting without the unanimous consent of the Directors.

Section 12. Quorum and Manner of Acting. Except as otherwise provided by statute, the Declaration or these By-Laws, a majority of the Directors in office at the time of any meeting of the Board of Directors shall constitute a quorum for transaction of business at such meeting and the act of a majority of the Directors present at any such meeting at which a quorum is present shall be the

act of the Board of Directors. In the absence of a quorum, a majority of the Directors present may adjourn the meeting from time to time without notice other than announcement at the meeting until a quorum be had.

Section 13. Waiver of Notice. Notice of a special meeting may be waived by any member of the Board of Directors in writing and shall be waived by attendance at such meeting in person or by attorney.

Section 14. Action Taken Without a Meeting. Any action which might be taken at a meeting of the Board of Directors may be taken without a meeting if authorized in a writing or writings signed by all of the Directors.

Section 15. Fidelity Bonds. The Board may require that all officers, directors, employees and representatives of the Association, and all officers, employees and agents of any management agent employed by the Association, handling or responsible for the Association funds, shall furnish adequate fidelity bonds. Such fidelity bonds may be in such amount as the Board of Directors deem appropriate but not less than the greater of either the estimated maximum amount of funds (including reserve funds) in the custody of the Association or management agent at any given time or a sum equal to three (3) months assessments on all Condominiums plus reserve funds. Such bonds, if obtained, shall name the Association as an obligee, shall contain waivers of defenses based on exclusion of persons serving without compensation and shall provide that they may not be canceled or substantially modified (including cancellation for nonpayment of premium) without at least ten (10) days' prior written notice to the Association and each holder of a first mortgage on any Condominium. The premiums on such bonds shall be a Common Expense.

Section 16. Compensation. No Director shall receive compensation for any service he may render in his capacity as a member of the Board of Directors unless such compensation is approved at a meeting of the Members. However, any Director may be reimbursed, by resolution of the Board of Directors, for his actual expenses incurred in the performance of his duties as a Director.

## ARTICLE IV

### Officers and Their Duties

Section 1. Officers. The officers of the Association shall be a President, Vice-President, Secretary and Treasurer, and such assistant or other officers as the Board of Directors may designate. Each officer shall be selected by a majority vote of the Board of Directors. One (1) person may hold the office and perform the duties of any two (2) of said officers; provided, however, that the same person shall not at the same time hold the offices of President and Secretary. The President shall be selected from among the Board of Directors. Each officer shall continue in office until:

- a. The next annual meeting of the Board and thereafter until a successor is elected; or
- b. He shall resign and his resignation shall have become effective; or

c. He shall no longer be a Member of the Association (provided that officers selected by the first Board of Directors need not be Members of the Association); or

d. He shall be removed as hereinafter provided. Vacant offices shall be filled by the Board.

Section 2. Removal of Officers. Upon an affirmative vote of a majority of the members of the Board, any officer may be removed, with or without cause, and his successor elected at any regular meeting of the Board of Directors, or at any special meeting of the Board of Directors called for that purpose.

Section 3. Duties of Officers. The officers shall have the duties and responsibilities normally pertaining to their respective offices together with such specific duties as may be specified by the Articles of Incorporation, these By-Laws or the Board of Directors. The President shall preside over the meetings of the Board of Directors and of the Association of Condominium Owners, shall have all of the general powers and duties which are normally vested in the office of President of a corporation and shall have the power to execute contracts and similar documents on behalf of the Association. The Secretary shall keep the minute book of the Association wherein minutes of all meetings and all resolutions and proceedings of the members and of the Board of Directors shall be recorded, and shall keep a record of the name and mailing address of each Condominium Owner and the Condominium or Condominiums in which he has an interest and shall give all notices required by the Articles of Incorporation of the Association, these By-Laws, the Declaration or the Act. The Treasurer shall keep the financial records and books of account of the Association. The Treasurer shall have custody of all intangible property of the Association, including funds, securities and evidences of indebtedness. The Treasurer shall deposit all moneys and other valuable effects in the name of or to the credit of the Association in such depositories as may be designated by the Board of Directors and shall disburse the funds of the Association as ordered by the Board of Directors and shall perform all other duties incident to the office of Treasurer. He shall furnish upon request of a Condominium Owner, a statement as to the current account of the Condominium Owner upon the assessment rolls of the Association. Officers shall serve without compensation except for reimbursement for out-of-pocket expenses incurred in the performance of their duties. If desired by the Board, administrative tasks of the officers may be performed by a managing agent selected by the Board.

## ARTICLE V

### Operation of the Property

Section 1. Budget; Levy. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Condominium Owners in accordance with the percentages specified in Exhibit "A" to the Declaration. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget of Common Expenses and the allocation thereof to the Condominium Owners, the amount so allocated to the Condominium Owners of each Condominium shall, without further resolution by



managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Condominium the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid.

Section 4. Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owners shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to either the Act or the laws of the State of Iowa relative to usury. In addition, such Owner shall be obligated to pay all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of a Condominium Owner to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the default Owner, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Owner. The Board of Directors, the Association and each individual Condominium Owner shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest thereon and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against an owner, by foreclosure of the lien on a Condominium pursuant to the Act, any statute amendatory thereof or supplementary thereto, or by another remedy available under the Act or hereunder.

Section 5. Records. The Board of Directors shall cause to be kept at the Registered Office of the Association, or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Condominium Owners and names of any First Mortgagees who have requested the notice of default described in the Declaration and the Condominium on which such First Mortgagee holds a mortgage, and detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements. Such records shall be available for examination by the Owners or mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Condominium, setting forth the amount of the assessments against the Condominium, the date when due, the amount paid thereon and the balance remaining unpaid.

## ARTICLE VI

### Amendment to By-Laws

Section 1. These By-Laws may be amended only in the same manner and to the same extent as the Declaration.

## ARTICLE VII

### Indemnification of Officers and Directors

Section 1. No officer or any member of the Board of Directors of the Association shall be personally liable to the Corporation or its Members for money damages for any action taken, or any failure to take any action, as an officer or as a member of the Board of Directors, except liability for any of the following:

- a. The amount of a financial benefit received by such person to which the person is not entitled.
- b. An intentional infliction of harm on the corporation or its Members.
- c. A violation of Section 504.834 of the Revised Iowa Nonprofit Corporation Act.
- d. An intentional violation of criminal law.

Section 2. The Corporation shall indemnify an officer or a member of the Board of Directors for liability, as defined in Section 504.851, subsection 5, of the Revised Iowa Nonprofit Corporation Act, to a person for any action taken, or any failure to take any action, as an officer or as a director except liability for any of the following:

- a. Receipt of a financial benefit to which the person is not entitled.
- b. An intentional infliction of harm on the corporation or its Members.
- c. A violation of Section 504.834 of the Revised Iowa Nonprofit Corporation Act.
- d. An intentional violation of criminal law.

## ARTICLE VIII

### Miscellaneous

Section 1. Notices. All notices required hereunder to be given to the Association or the Board of Directors shall be sent via U.S. Mail, to the Board of Directors at the office of the Association or to such other address as may be designated by him in writing from time to time to the Association. All notices to First Mortgagees of Condominiums shall be sent by U.S. Mail to their respective addresses as designated by them from time to time in writing to the Association. All notices shall be deemed to have been given when deposited in the U.S. Mail, postage prepaid, except notices of change of address, which shall be deemed to have been given when received.

Section 2. Invalidity. The invalidity of any part of these By-Laws shall not impair or affect in any manner the validity, enforceability or effect of the balance of these By-Laws.

Section 3. Captions. The captions herein are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of these By-Laws or the intent of any provision hereof.


Section 4. Waiver. No restriction, condition, obligation or provision contained in these By-Laws shall be deemed to have been abrogated or waived by reason of any failure to enforce the same, irrespective of the number of violations or breaches thereof which may occur.

Section 5. No Corporate Seal. The Association shall have no corporate seal.

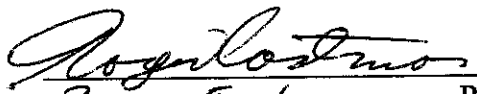
Section 6. Robert's Rules of Order. In the conduct of any meeting of the Board of Directors or members of the Association, the most recent edition of Robert's Rules of Order shall govern unless these By-laws or the Articles of Incorporation provide for other requirements.

Section 7. Fiscal Year. The fiscal year of the Association shall be as determined by the Board of Directors.

The undersigned hereby certify that the foregoing By-Laws were adopted as the By-Laws of The Villas at Orchard Hills Condominium Owners Association, a non-profit corporation under the laws of the State of Iowa, by action of the Board of Directors at the first meeting thereof, effective this 24 day of February, 2006.

  
Julia Stover, Secretary

ATTEST:

  
Roger Eastman, President