

Prepared by: Phillip Willson, Willson & Pechacek, P.L.C., Suite 200, 421 West Broadway, Council Bluffs, IA 51502 (712) 322-6000

**DECLARATION OF SUBMISSION OF PROPERTY TO
HORIZONTAL PROPERTY REGIME FOR
FOUNTAIN VIEW CONDOMINIUMS
KNOXVILLE, IOWA**

The undersigned, as a representative of Park Lane Development, L.L.C., hereby referred to as "Developer" as the sole owner of the real estate hereinafter described, does, by these presents, express its desire to submit said real estate and the improvements thereon to the horizontal property regime established by the Horizontal Property Act, Chapter 499B of the Code of Iowa, to be known as Fountain View Condominiums, Knoxville, Iowa, and does hereby establish a horizontal property regime with respect to said real estate and improvements thereon, the same to take effect when filed for record in the Office of the County Recorder in and for Marion County, Iowa.

**ARTICLE I
PURPOSE AND DEFINITION**

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

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

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

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

(c) **Tense.** Upon the effective date of this Declaration, use of the present tense shall include the future tense and use of the future tense shall include the past

or present tense where the subject matter referred to relates to completion of an improvement or development that has not been or already has been completed as the case may be.

(d) Apartment or Unit. The terms “apartment” or “unit” or “condominium apartment” as all are used interchangeably throughout this Declaration mean one or more rooms occupying all or part of one or more floors in the building which is to be used as a residence. An “apartment” or “unit” also means generally an area enclosed by walls and floors and including and confined by such walls which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.

(e) Co-Owner. Co-Owner means a person, corporation, or other legal entity capable of holding or owning any interest in real property who owns all or an interest in an apartment within the building. Ownership of all or an interest (other than as a mortgagee) in an apartment within this condominium project is limited as follows:

The condominiums are being designed for occupancy for single family dwelling purposes only by older single persons or couples who want to associate with those who share common interests and hobbies and have similar economic and social backgrounds.

The condominiums are intended and will be operated for occupancy for single family dwelling purposes only by an owner or owners age 55 or older, a co-habitant and their children age 19 or older as housing for older persons pursuant to the exemption in the Fair Housing Act Amendments. Persons 18 years of age or younger have a maximum yearly stay of 42 days and a limited stay to 14 consecutive days during any visit and are the responsibility of their parents and resident owner during the visit.

In the case of a 55 years of age or older condominium owner who dies and the surviving spouse or co-habitant is not age 55 or older, then the surviving spouse or co-habitant may continue to occupy the dwelling even though he or she is under 55 years

of age. If the surviving spouse or co-habitant's marital status or co-habitation changes, one of the two occupants must be age 55 or older to continue to occupy the condominium in accordance with the intended purpose that the condominiums are intended and will be operated for occupancy for single family dwelling purposes only by an owner or owners age 55 or older, a co-habitant and their children age 19 or older as housing for older persons pursuant to the exemption in the Fair Housing Act Amendments.

(f) Council of Co-Owners. Council of Co-Owners means all of the co-owners of the building. The business and affairs of the Council of Co-Owners may be conducted by organizing a corporation not for pecuniary profit of which the co-owners are members, and shall mean all of the owners of the condominium units acting as a group in accordance with the Bylaws and Declaration.

(g) General Common Elements. General Common Elements shall mean and include those elements as set forth in Article V.

(h) Limited Common Elements. Limited Common Elements shall mean those elements as set forth in Article V.

(i) Majority of Co-Owners or Percent of Co-Owners. The term "majority of co-owners" or "percent of co-owners" means the owners of more than one-half or owners of that percent of interest in the building irrespective of the total number of co-owners.

(j) Property. Property includes the land whether committed to the horizontal property regime in fee or as a leasehold interest, the building, all other improvements located thereon, and all easements, rights and appurtenances belonging thereto.

(k) Building. Building means and includes one or more buildings, whether attached to one or more buildings or unattached; provided, however, that if there is more than one building, all such buildings shall be described and included in the Declaration, or an amendment thereto, and comprise an integral part of a single horizontal property regime.

**ARTICLE II
DESCRIPTION OF LAND**

1. **LAND.** The land hereby submitted to the Horizontal Property Regime is situated in, Knoxville, Marion, Iowa, and is legally described in the attached certified Plat of Survey and Legal Description.

2. **SURVEY, SITE LAYOUT PLAN AND FLOOR PLANS.** A duly certified plat of survey and legal description is submitted with this Declaration and made a part hereof. Also attached hereto is a Site Layout Plan and Plot Plan of said legal description showing the approximate location of the unit buildings constructed or to be constructed thereon and showing graphically the approximate location of certain general common elements and limited common elements hereinafter referred to. Floor plans of both the main level and the lower level and various other plans of the buildings to be constructed are attached.

**ARTICLE III
DESCRIPTION OF BUILDINGS AND PROJECT**

The project includes seven (7) buildings consisting of one story and basement, containing 20 units described as follows:

1. Poured nine foot foundation walls with basements
2. Wood framed with vinyl siding and partial brick
3. Three tab asphalt shingles
4. Each unit is approximately 1170 square foot
5. Further information is furnished in the attached survey, site layout plan and floor plans.

3. **REVISION BY DEVELOPER.** The Developer reserves the right to change the dimensions, interior design and arrangement of all units and to alter the boundaries between units, so long as the Developer owns the units so altered. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Developer alone, notwithstanding the procedures for amendment

described in Articles XIX and XX of this Declaration. However, no such change shall increase the number of units nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Articles XIX and XX of this Declaration. If the floor plans of a unit is altered by an increase or decrease of 10% or more, the Developer shall appropriately reapportion the shares in the common elements which are allocated to the units, and show the reallocation in the Declaration Amendment and follow the requirements of Article XIX.

ARTICLE IV IDENTIFICATION OF UNITS

1. **UNITS**. The number of each unit is identified by a "unit" number, and its location, area, number of rooms, decks/patios and the immediate common areas to which it has access, are shown on the site layout plan and floor plans which are submitted with this Declaration.

ARTICLE V COMMON ELEMENTS

1. **GENERAL COMMON ELEMENTS**. General Common Elements shall mean and include:

(a) The real estate described above.

(b) The site improvements to the land include the foundations, floors, exterior walls of each unit, and of the buildings, ceilings and roofs. In general, all devices or installation existing are for the use of all of the individual unit or unit owners.

2. **LIMITED COMMON ELEMENTS**. Limited Common Elements shall mean:

(a) Any limited common elements as defined by law.

(b) All sewer, water, television or other utility or service lines or facilities or limited elements as defined by law as serving only a unit.

(c) Deck units and patios.

(d) The driveway to each garage and sidewalks and steps from the driveway to the front door.

(e) Roadways.

ARTICLE VI COMMON INTERESTS

The Co-Owner of each unit shall own and there shall be appurtenant thereto an undivided interest in the land and other common elements and facilities of the regime, general or limited, an undivided one-twentieth (1/20) interest.

ARTICLE VII OWNERSHIP OF PARTS OF BUILDING

The owner of a unit shall not be deemed to own pipes, wires, conduits or other public utility lines running through his unit which are utilized for or serve more than one unit except as a tenant in common with the owner or owners of any other unit or units which said pipes, wires, conduits or other public utility lines may serve. The owners of a unit shall, however, be deemed to own the walls and partitions which are contained in his unit and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpapers, linoleum, carpeting, etc., provided, however, that said plaster, paint, wallpaper, linoleum, carpeting, etc., are deemed to be a permanent part of each unit which may be required to be repaired and/or removed therefrom.

ARTICLE VIII UTILITY EASEMENT

In the event pipes, wires, conduits or other public utility lines run through one unit which are utilized for or serve one or more unit, a valid easement for the maintenance of said pipes, wires, conduits or other public utility lines shall exist and in the event any part of the building is partially or totally destroyed and later rebuilt, repaired or restored as hereinafter provided, a valid easement for replacement or maintenance of said pipes, wires, conduits or other public utility lines shall exist.

**ARTICLE IX
DESTRUCTION**

In the event of damage to or destruction of all or any part of the property, such damage or destruction shall be rebuilt, repaired or restored by the Board of Directors in accordance with the Bylaws, unless at a special meeting of the Council of Co-Owners call for such purpose within thirty (30) days after the occurrence of such damages or destruction, all of the Co-Owners of the common interests vote not to rebuild, repair or restore such damage or destruction of the property.

**ARTICLE X
FINANCIAL STATEMENT**

Upon written request from any unit owners, lenders and the holders and insurers of the first mortgage on any unit or which has a prospective interest in the condominium, the Council of Co-Owners shall prepare and furnish within a reasonable time a financial statement for the immediately preceding fiscal year.

**ARTICLE XI
VOTING**

The record owners of each unit in Fountain View Condominiums shall be members of the Council of Co-Owners of Fountain View Condominiums during the period of time for which they are the owners of record of a fee simple title or a purchaser's interest in a recorded real estate contract and shall be entitled to one (1) vote for each unit. For the purposes hereof, a mortgagee shall not be deemed an owner until such mortgagee has acquired title of record.

**ARTICLE XII
COUNCIL OF CO-OWNER'S RIGHTS AND RESTRICTIONS**

1. **RIGHT OF ENTRY UPON UNITS AND LIMITED COMMON ELEMENTS**. The Council of Co-Owners shall have the right to enter upon unit premises and limited common elements to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacements or maintenance deemed necessary.

2. **POWER TO GRANT RIGHTS AND RESTRICTIONS IN COMMON ELEMENTS.** The Council of Co-Owners shall have the power to grant other rights, such as the right to grant utility easements under, through or over the common elements, which rights are reasonably necessary to the ongoing development and the operation of the project. Damages resulting from the exercise of any of the above rights shall be borne by the Council of Co-Owners.

3. **ASSESSMENTS (1) LEVY AND COLLECTION.** The Council of Co-Owners shall have the authority to levy and enforce the collection of general and special assessments all as set forth in the Bylaws of the Council of Co-Owners. The assessments against any unit, with interest, costs and reasonable attorney's fees shall be a lien upon such unit in accordance with the Bylaws and applicable law.

4. **RESERVES AND WORKING CAPITAL.** There shall be established an adequate reserve fund for the periodic maintenance, repair and replacement of the common elements, and for the payment of the insurance described in Article XII of the Bylaws which fund shall be maintained out of the regular assessments for common expenses. Additionally, a working capital fund must be established for the initial months of the project operations equal to at least a two months' estimated common area charge for each unit. Said working capital fund is under the complete control of the Developer who will determine the amount to be paid, if any, by each owner into said fund.

5. **PRIORITY OF LIEN.** Any lien of the Council of Co-Owners for common expense charges and assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the unit.

6. **INSURANCE.** The Council of Co-Owners may specify the minimum type and terms of insurance each property owner must carry on their unit.

ARTICLE XIII BYLAWS

The administration and operation of the property shall be covered by Bylaws, a true copy of which is attached hereto and filed with this Declaration, and made a part hereof. Each unit or unit co-owner shall comply strictly with the Bylaws and with the administrative rules and regulations adopted pursuant thereto, or as the same may be lawfully amended from time to time.

ARTICLE XIV
MISCELLANEOUS PROVISIONS

1. **AIR SPACE.** In addition to the fee simple ownership of a unit there shall be as an appurtenance thereto an exclusive easement for the use of the air or room space within the unit and to the limited common elements of that unit as the same exists from time to time or as altered or reconstructed from time to time subject to necessary and authorized easements for maintenance, repair and the like, which appurtenances shall be terminated automatically in the event of termination of the regime.

2. **POSSESSION OF COMMON ELEMENTS.** Each unit owner, the Developer, and the Co-Owners may use the common elements other than limited common elements for the purpose for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

3. **CONDEMNATION AND OBSOLESCENCE.** The contingencies of condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or the Bylaws as the case may be.

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

5. **COMPLIANCE WITH RULES AND REGULATIONS.** Each owner, tenant or occupant of a unit shall comply with the provisions of Chapter 499B of the Code of Iowa, this Declaration, and the Bylaws, decisions and resolutions of the Council of Co-Owners and Board of Administration and failure to comply with the same shall be grounds for an action to recover damages or for injunctive relief.

6. **CONTRIBUTION TOWARD COMMON AREA EXPENSE.** No owner of a unit may exempt himself from liability for his contribution towards the common

expenses by waiver of the use and enjoyment of any of the common elements and facilities or by the abandonment of his unit.

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

8. **FUTURE OWNERS.** All future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration, and the mere acquisition of any of the units shall signify that the provisions of this Declaration are accepted and satisfied.

ARTICLE XV OBLIGATIONS OF THE OWNERS

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

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

(b) Any proposed termination of the condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or

guarantor where such delinquency has continued for a period of sixty (60) days;

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the owners association pursuant to the Bylaws.

2. **OTHER PROVISIONS FOR FIRST LIEN HOLDERS.** The following provisions shall be binding with respect to the condominium by virtue of the constituent documents, applicable law or otherwise:

(a) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on units to which at least three-fifths (3/5) of the votes of units subject to mortgages held by such eligible holders are allocated is obtained.

(b) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of all of the eligible holders of the first mortgages on units to mortgages held by such eligible holders are allocated.

(c) Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by the Declaration or by applicable law, no reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of the first mortgage on units to which at least three-fifths (3/5) of the votes of units are subject to mortgages held by such eligible holders are allocated.

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

**ARTICLE XVI
ALTERATIONS AND IMPROVEMENTS**

Except as provided in Article III (3) and Article XIX there shall be no alteration of the building containing the units nor shall there be any alterations or improvements added to the premises, lands or other common elements or facilities until all of the units have been sold by the Developer. Thereafter no alterations or improvements shall be made or added without the question being first put to a vote at a membership meeting of the Council of Co-Owners as provided by the Bylaws, and any such alterations or improvements may be done only if 60% of the voting units in existence are voted in favor thereof.

**ARTICLE XVII
COVENANTS RUNNING WITH THE LAND**

All the covenants, agreements, obligations, conditions and other provisions set forth in this Declaration and the Bylaws shall be deemed covenants running with the land so long as the property is subject to the Horizontal Property Act, and said covenants may be enforced by appropriate legal action including a suit for injunctions, mandatory or restraining, and action for damages by the Board of Directors or by any unit owner.

**ARTICLE XVIII
AMENDMENT OF DECLARATION**

Except for changing the name Fountain View Condominiums and except for the provisions of Article III (3) and Article XX, this Declaration may be modified or amended from time to time by a vote of the owners of not less than three-fifths (3/5) majority of all the common interests at any annual meeting or at any special meeting called for such purpose and any amendment shall be effective only upon an instrument setting forth such amendment and vote at such meeting duly certified by the President or Vice-President and Secretary or Treasurer of the Council of Co-Owners and duly recorded.

**ARTICLE XIX
DEVELOPER RIGHTS**

The Developer expressly reserves for itself and its successors and assigns, until all of the proposed twenty (20) condominium units have been sold and title passed to the purchasers, the right to execute on behalf of all contract purchasers, unit owners, mortgagees, other lien holders, and parties claiming any legal or equitable interest in the Horizontal Property Regime or in any unit, any amendments to this Declaration which it may deem appropriate, including but not limited to:

1. Adding to or altering the location, size or purpose of easements and lands for utilities or drainage purposes.
2. To surrender or modify rights of the grantor in favor of the unit owners or the Condominium Regime or their respective mortgagees.
3. Make revisions authorized by Article III.
4. Any amendment to the Declaration will become effective upon the recording of an amendment to the Declaration in the office of the Marion County Recorder. The grantor will, thereafter, provide copies of said amendment to each owner and mortgagee affected thereby.

**ARTICLE XX
DEVELOPER**

The Developer of Fountain View Condominiums is Park Lane Development, L.L.C., an Iowa limited liability company, of which Leslie J. Robbins, Jr. is the Chief Financial Officer. It is understood that Leslie J. Robbins, Jr. shall speak for and for all purposes considered to be the Developer as defined in this Declaration.

**ARTICLE XXI
SEVERABILITY**

The invalidity of any part or portion hereof or of any part or portion of the Bylaws shall not affect the validity of the remaining portion.

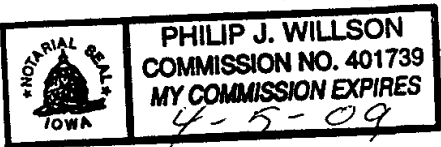
DATED this 30 day of June, 2006.

PARK LANE DEVELOPMENT, L.L.C.

BY: Leslie J. Robbins, Jr.
LESLIE J. ROBBINS, JR.
CHIEF FINANCIAL OFFICER

STATE OF IOWA)
)ss:
COUNTY OF POTTAWATTAMIE)

On this 30 day of June, 2006, before me, a Notary Public in and for the said State, personally appeared Leslie J. Robbins, Jr., to me personally known, who being by me duly sworn did say that that person is Chief Financial Officer of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said liability company by authority of its managers and the said Leslie J. Robbins, Jr., acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Philip J. Willson
NOTARY PUBLIC IN AND FOR SAID STATE
Philip J. Willson

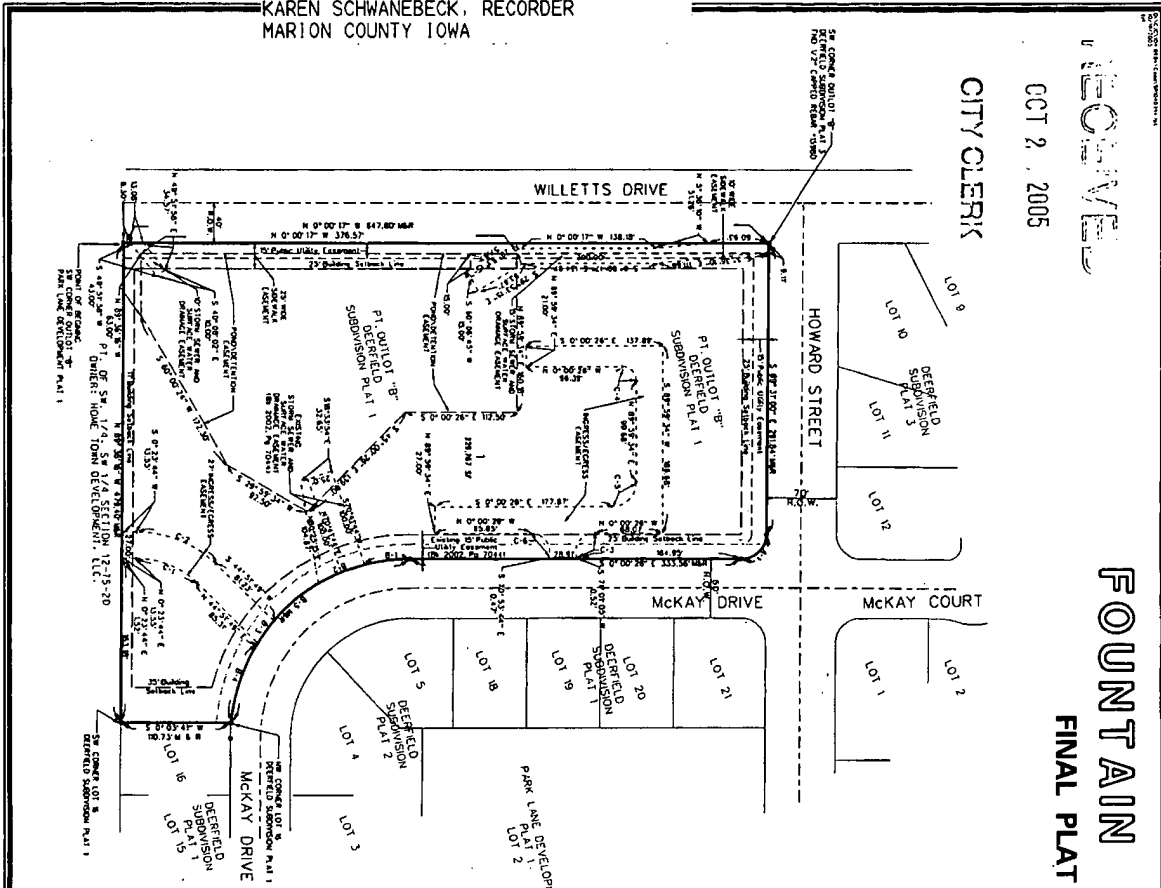
KAREN SCHWANEBECK, RECORDER
 MARION COUNTY IOWA

RECORDED

CCT 2, 2005

CITY CLERK

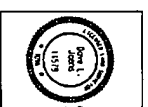
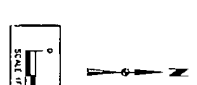
FOUNTAIN VIEW
 FINAL PLAT



SUBJECT TABLE

CHANG. NO.	DATE	AMOUNT	ACREAGE	AMOUNT	ACREAGE
4-1	8/1/05	21.00	31.48	21.22	31.37
4-2	8/1/05	180.00	41.01	180.00	41.01
4-3	8/1/05	180.00	21.33	180.00	21.33
4-4	8/1/05	180.00	21.33	180.00	21.33
4-5	8/1/05	180.00	21.33	180.00	21.33
4-6	8/1/05	180.00	21.33	180.00	21.33
4-7	8/1/05	180.00	21.33	180.00	21.33
4-8	8/1/05	180.00	21.33	180.00	21.33
4-9	8/1/05	180.00	21.33	180.00	21.33
4-10	8/1/05	180.00	21.33	180.00	21.33
4-11	8/1/05	180.00	21.33	180.00	21.33
4-12	8/1/05	180.00	21.33	180.00	21.33
4-13	8/1/05	180.00	21.33	180.00	21.33
4-14	8/1/05	180.00	21.33	180.00	21.33
4-15	8/1/05	180.00	21.33	180.00	21.33
4-16	8/1/05	180.00	21.33	180.00	21.33
4-17	8/1/05	180.00	21.33	180.00	21.33
4-18	8/1/05	180.00	21.33	180.00	21.33
4-19	8/1/05	180.00	21.33	180.00	21.33
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4-24	8/1/05	180.00	21.33	180.00	21.33
4-25	8/1/05	180.00	21.33	180.00	21.33
4-26	8/1/05	180.00	21.33	180.00	21.33
4-27	8/1/05	180.00	21.33	180.00	21.33
4-28	8/1/05	180.00	21.33	180.00	21.33
4-29	8/1/05	180.00	21.33	180.00	21.33
4-30	8/1/05	180.00	21.33	180.00	21.33

APPROVED
 10/26/05
 PUBLIC WORKS DIRECTOR



PLAT DESCRIPTION
 DEERFIELD SUBDIVISION PLAT 1
 DEERFIELD SUBDIVISION PLAT 2
 DEERFIELD SUBDIVISION PLAT 3
 DEERFIELD SUBDIVISION PLAT 4
 DEERFIELD SUBDIVISION PLAT 5
 DEERFIELD SUBDIVISION PLAT 6
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 DEERFIELD SUBDIVISION PLAT 50

Sheet 3 of 9

	FOUNTAIN VIEW FINAL PLAT	KNOXVILLE, IOWA 181 S.W. CHALLENGER ROAD ACKCITY, IOWA 50001 515-464-2008	ATLANTA, IOWA 809 S.W. 11TH AVE CEDAR RAPIDS, IOWA 52402-5000	EASTVILLE, IOWA 100 S.W. 11TH AVE ST. JOSEPH, MISSOURI 64506-5000	4. WHO SEEN? (CHECK AS PER BY CITY) D:\MVC C:\C 5. METRO AS PER CITY COMMENTS D:\MVC C:\C 6. UTILITY AND CADDIS D:\MVC C:\C 7. METRO AS PER CITY COMMENTS D:\MVC C:\C 8. UTILITY AND CADDIS D:\MVC C:\C
	SNYDER & ASSOCIATES 181 S.W. CHALLENGER ROAD ACKCITY, IOWA 50001 515-464-2008	ELLIOTT, IOWA 100 S.W. 11TH AVE CEDAR RAPIDS, IOWA 52402-5000	EASTVILLE, IOWA 100 S.W. 11TH AVE ST. JOSEPH, MISSOURI 64506-5000	4. WHO SEEN? (CHECK AS PER BY CITY) D:\MVC C:\C 5. METRO AS PER CITY COMMENTS D:\MVC C:\C 6. UTILITY AND CADDIS D:\MVC C:\C 7. METRO AS PER CITY COMMENTS D:\MVC C:\C 8. UTILITY AND CADDIS D:\MVC C:\C	

Approved By
 Planning and Zoning Commission
 2-15-05 cly

Approved By
 Knoxville City Council
 9-19-05 cly

L-12
 15-48

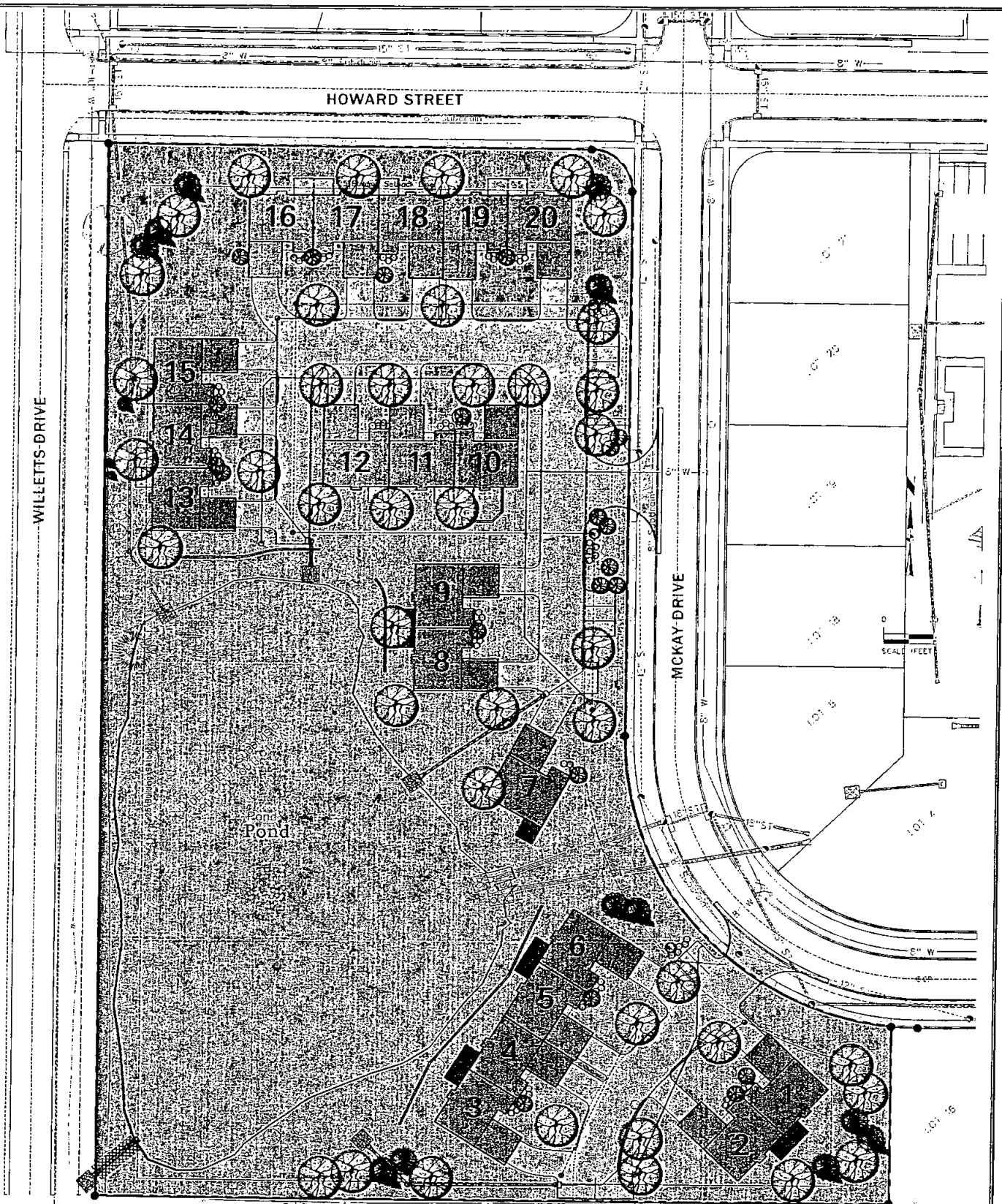
EXHIBIT "A"
FOUNTAIN VIEW

PLAT DESCRIPTION

A PART OF OUTLOT "B" OF DEERFIELD SUBDIVISION PLAT 1, BEING AN OFFICIAL PLAT IN THE CITY OF KNOXVILLE, MARION COUNTY, IOWA AND DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID OUTLOT "B";
THENCE NORTH $00^{\circ}00'17''$ WEST ALONG THE EAST RIGHT-OF-WAY LINE OF WILLETTS DRIVE, 647.80 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF HOWARD STREET; THENCE SOUTH $89^{\circ}31'00''$ EAST ALONG SAID SOUTH RIGHT-OF-WAY LINE OF HOWARD STREET, 291.64 FEET; THENCE SOUTHEASTERLY ALONG THE WEST RIGHT-OF-WAY LINE OF MCKAY DRIVE AND ALONG A CURVE CONCAVE SOUTHWESTERLY WHOSE RADIUS IS 25.00 FEET, WHOSE ARC LENGTH IS 39.48 FEET AND WHOSE CHORD BEARS SOUTH $44^{\circ}45'43''$ EAST, 35.51 FEET; THENCE SOUTH $00^{\circ}00'26''$ EAST CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE, 333.56 FEET; THENCE SOUTHEASTERLY CONTINUING ALONG SAID WEST RIGHT-OF-WAY LINE AND ALONG A CURVE CONCAVE NORTHEASTERLY WHOSE RADIUS IS 180.00 FEET, WHOSE ARC LENGTH IS 265.39 FEET AND WHOSE CHORD BEARS SOUTH $42^{\circ}14'38''$ EAST, 241.99 FEET TO THE NORTHWEST CORNER OF LOT 16 OF DEERFIELD SUBDIVISION PLAT 1, BEING AN OFFICIAL PLAT; THENCE SOUTH $00^{\circ}03'41''$ WEST ALONG THE WEST LINE OF SAID LOT 16, 110.73 FEET TO THE SOUTHWEST CORNER OF SAID LOT 16; THENCE NORTH $89^{\circ}36'16''$ WEST ALONG THE SOUTH LINE OF SAID OUTLOT "B", 479.40 FEET TO THE POINT OF BEGINNING AND CONTAINING 5.27 ACRES (229,768 S.F.).

~~312~~
16-48



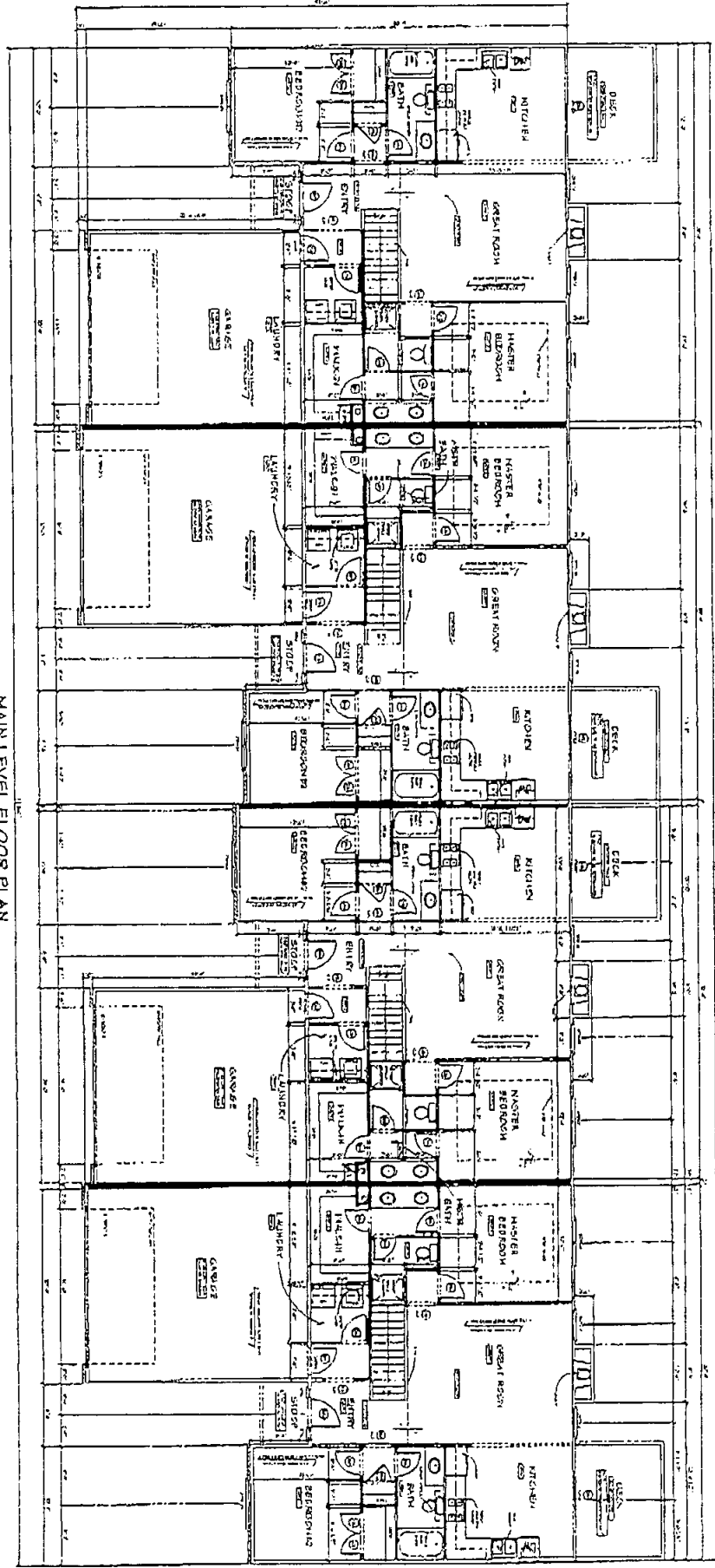
June 23, 2006



Park Lane Development, L.L.C.
16717 Elm Circle
Omaha, Nebraska 68130-2052
ph 402.333.7058

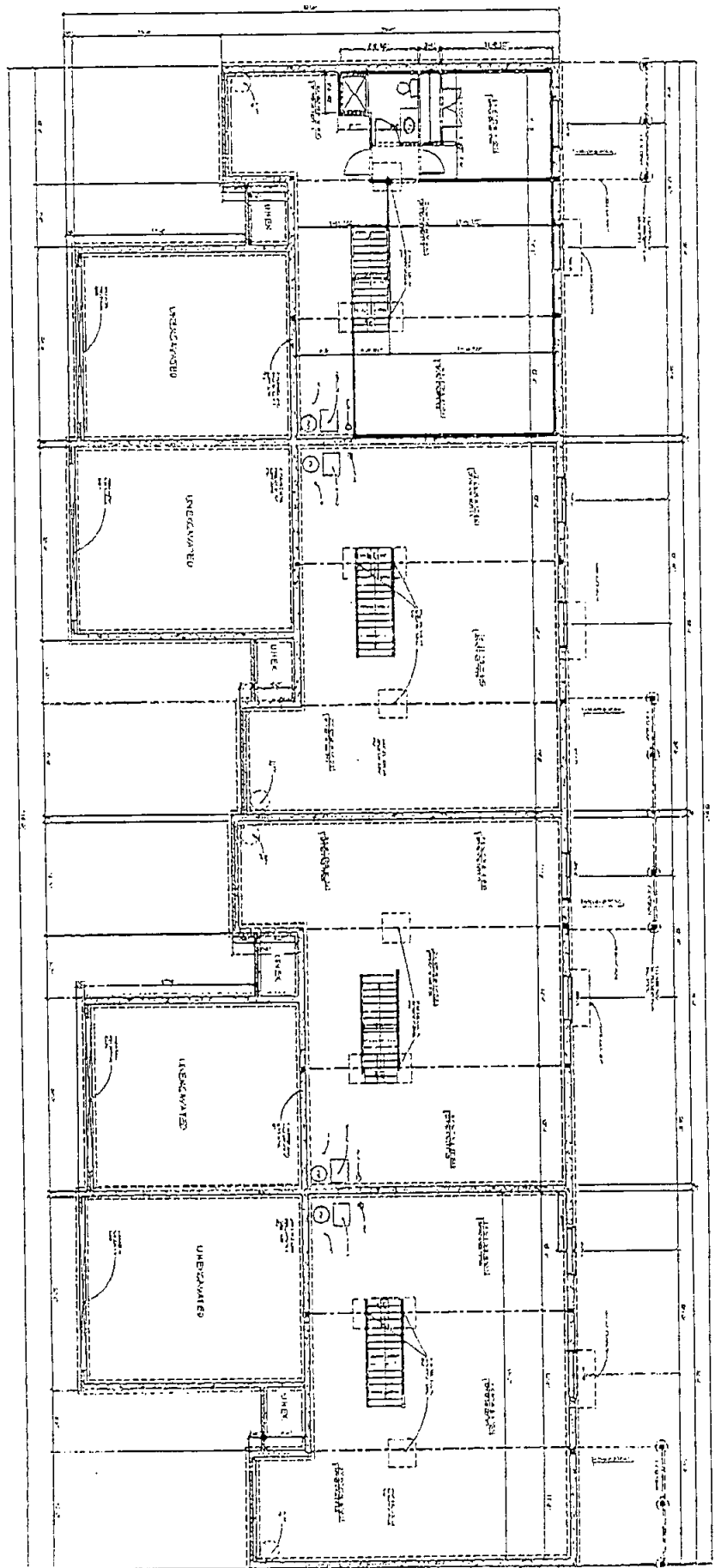
SITE LAYOUT PLAN / PLOT PLAN
Fountain View
 CONDOMINIUMS
 KNOXVILLE, IA

17-48



MAIN LEVEL FLOOR PLAN

NOT TO SCALE
 ALL DIMENSIONS ARE IN FEET AND INCHES
 UNLESS OTHERWISE NOTED
 THIS PLAN IS THE PROPERTY OF PARAGON CONSTRUCTION
 AND IS NOT TO BE REPRODUCED OR COPIED IN ANY MANNER
 WITHOUT THE WRITTEN PERMISSION OF PARAGON CONSTRUCTION
 1848



FOUNDATION PLAN

5

FOUNTAIN VIEW CONDOMINIUMS

The owner and architect warrant that the information contained herein is true and correct to the best of their knowledge and belief. The owner and architect warrant that the information contained herein is true and correct to the best of their knowledge and belief. The owner and architect warrant that the information contained herein is true and correct to the best of their knowledge and belief.

1948

CONSENT TO DECLARATION

Iowa State Savings Bank, as the holder of a mortgage on the property described in the attached "Declaration of Submission of Property to Horizontal Property Regime for Fountain View Condominiums, Knoxville, Iowa" hereby consents to the recording of said Declaration establishing said Horizontal Property Regime.

Dated June 23, 2006.

IOWA STATE SAVINGS BANK

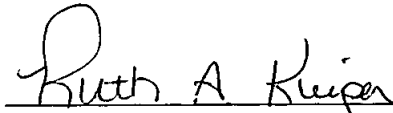


By: _____
Stu Job, President and CEO

STATE OF IOWA)
)ss:
COUNTY OF MARION)

This instrument was acknowledged before me on June 23, 2006 by Stu Job as President and CEO of Iowa State Savings Bank.





Notary Public in the State of Iowa

**BYLAWS OF THE COUNCIL OF CO-OWNERS OF
THE HORIZONTAL PROPERTY REGIME KNOWN AS
FOUNTAIN VIEW CONDOMINIUMS**

**ARTICLE I
CONDOMINIUM PLAN OF UNIT OWNERSHIP**

SECTION 1. UNIT OWNERSHIP. The property known as “Fountain View Condominiums”, Knoxville, Iowa, is submitted to the provisions of Chapter 499B of the Code of Iowa by the provisions of a Declaration filed with the Marion County Recorder. A copy of the Declaration is attached as Exhibit “A”.

SECTION 2. APPLICABILITY OF BYLAWS. The provisions of these Bylaws are applicable to the property. The term “property” as used herein shall include both the land and the building or buildings located thereon.

SECTION 3. PERSONAL APPLICATION. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the condominium in any manner, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the units of the condominium or the mere act of occupancy of any of said units will signify that these Bylaws are accepted, ratified and will be complied with.

**ARTICLE II
MANAGEMENT**

SECTION 1. COUNCIL OF CO-OWNERS, MEMBERSHIP, VOTE OR OTHER ACTION OF OWNERS. The business and affairs of the condominiums shall be governed and managed by the Council of Co-Owners of Fountain View Condominiums (hereinafter referred to as Council). All owners of units shall automatically be members of the Council and membership in said Council shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of the unit owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Council subject to these Bylaws.

SECTION 2. AGREEMENTS AND COMPLIANCE. All owners, tenants' families, guests, and other persons using or occupying the condominiums shall be bound by and strictly comply with the provisions of this Declaration and the Bylaws and applicable provisions of the other condominium documents, and all agreements and determination lawfully made by the Council, the officers duly elected by said Council, or their agents, shall be binding on all such persons. A failure to comply with the Bylaws, or the provisions of any other condominium document, or any other agreement or determination thus lawfully made shall be grounds for an action to recover the sums due for damages on the part of the Council or any owner as may be applicable and for mandatory or injunctive relief; and the use of any legal remedy by the Council or by an owner to enforce compliance shall in no event constitute a waiver of any other available remedy.

SECTION 3. INCLUDED POWERS, FORECLOSURE OF LIEN, WAIVER OF PARTITION. Each owner agrees that the Council has and shall exercise all powers, rights and authority granted to it by Chapter 499B, Code of Iowa, as the same may be hereafter amended, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on units for any common expenses, and the right to foreclose the lien thereof and acquire a unit at the foreclosure sale and to hold, lease, mortgage, or convey the same, but such acquisition shall be on behalf of all unit owners, all of whom shall be deemed to have waived their right of partition with respect thereto.

SECTION 4. NO AVOIDANCE OF WAIVER BY USE: RIGHT OF ENTRY. The liability of a unit owner for all assessments made by the Board or by the Council may not be avoided by waiver of the use of enjoyment of any common element or any recreational facility or by abandonment of any unit for which an assessment is made. The Council shall have the right exercisable at reasonable times to enter a unit as may be necessary or advisable to carry out its responsibilities.

ARTICLE III VOTING, MAJORITY OF OWNERS, QUORUM, PROXIES

SECTION 1. VOTING. Voting shall be on the basis to which the owner or owners of each unit is assigned in the Declaration.

SECTION 2. QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of those owners having a majority or more of the votes assigned in the Declaration shall constitute a quorum.

SECTION 3. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

SECTION 4. ADJOURNMENT. Any meeting of the Co-Owners of the condominium unit, whether annual or special, may be adjourned from time to time whether a quorum be present or not without notice other than the announcement at the meeting, and such adjournment may be to such time and to such place as may be determined by a majority vote of the common interests present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called and notified.

SECTION 5. MINUTES OF COUNCIL OF CO-OWNERS. The Secretary shall furnish the minutes of any meeting of the Council of Co-Owners when requested in writing by any condominium unit owner.

ARTICLE IV MEETING OF COUNCIL

SECTION 1. PLACE OF MEETINGS. Meetings of the Council shall be held in such place convenient to the Co-Owners in the City of Knoxville, as may be designated by the President.

SECTION 2. OFFICERS. The President or Vice President and Secretary of the Board of Directors of the Council shall serve as President and Secretary, respectively, of the Council. The Secretary shall keep a minute book wherein the actions taken by the Council shall be recorded.

SECTION 3. ANNUAL MEETING. The first annual meeting of the Council shall be held on May 1, 2007. Thereafter, the annual meeting of the Council shall be held on the first day of May of each succeeding year. At such meetings vacancies and expired terms of the Board shall be filled by ballot of the owners. The owners may at the annual meeting also transact such other business of the Council as may properly come before them.

SECTION 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Council upon a petition signed by the owners having a majority of the votes assigned in the Declaration being presented to the Secretary or upon the call of any two (2) directors. The notice of any such special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be

transacted at a special meeting except as stated in the notice unless by consent of three-fourths ($\frac{3}{4}$) vote of the owners.

SECTION 5. NOTICES OF MEETINGS AND OTHER NOTICES. A written or printed notice of all meetings, annual or special stating the place, day and hour of the meeting and whether it is annual or special and in case of each special meeting stating briefly the business proposed to be transacted thereat, and any other notices permitted or required to be delivered by these Bylaws shall be given by mailing such notice, postage prepaid, at least ten (10) days before the date assigned for the meeting or by delivery of such notice personally at least two (2) days before the date assigned for the meeting, to the Co-Owners of the condominium units at their address at Fountain View Condominiums or at the address given to the Board for the purpose of service of such notices. Upon written request for notices delivered to the Board, the holder of any duly recorded mortgage from any owner of a condominium unit may obtain a copy of any and all notices permitted or required to be given to the owner of the condominium unit whose interest is subject to said mortgage. Upon notice being given in accordance with the provisions hereof, the failure of any owner of a condominium unit to receive actual notice of any meeting shall not in any way invalidate the meeting or proceedings thereat. Each such Co-Owner shall keep the Board informed of any changes in address.

SECTION 6. WAIVER OF NOTICE. Before or at any meeting of the Council, any owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an owner at any meeting of the Council shall be a waiver of notice by him of the time and place thereof unless the owner is attending the meeting for the purpose of objecting to the meeting because inadequate notice was given. If all the owners are present at the meeting of the Council, no notice shall be required and any business may be transacted at such meeting.

SECTION 7. ADJOURNED MEETINGS. If any meetings of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours nor more than one (1) week from the time the original meeting was called.

**ARTICLE V
ADMINISTRATION**

SECTION 1. BOARD OF DIRECTORS - NUMBER OF QUALIFICATION.

The affairs of the Council shall be governed by a Board of Directors (hereinafter referred to as "Board"). The number of the initial Board is three (3) who shall serve until the date hereafter fixed for the expiration of their terms or until their successors are elected and, thereafter, Board members shall be elected for terms of two (2) years or until successors are elected. The names and addresses of the persons who are to serve as the initial Board members are as follows:

<u>NAME</u>	<u>ADDRESS</u>	<u>EXPIRATION OF TERM</u>
Terry M. Mallott, President	1714 Binfield St. Elkhorn, NE 68022	05-01-07
Leslie J. Robbins, Jr. Vice President & Secretary	16717 Elm Circle Omaha, NE 68130	05-01-07
Nicholas J. Robbins Treasurer	1611 Elm St. Omaha, NE 68108	05-01-07

Thereafter, the Board shall be composed of three (3) persons, all of whom shall be owners or spouses or mortgagees of the units, or, in the case of corporate owners or mortgagees, shall be officers, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries.

SECTION 2. REMOVAL OF DIRECTORS. Any director may be removed from office at any time and another person may be elected in his place to serve for the remainder of his term, at any special meeting of the Council called for that purpose, by the affirmative vote of the majority in interest of the common interests. In case any vacancy so created shall not be filled at such meeting, such vacancy may be filled by the Board as provided in Section 6 of Article V.

SECTION 3. CHAIRMAN, MEETING, NOTICE. The President shall preside at all meetings of the Board. The Board shall hold meetings as often as the business of the Council may require at the call of the President or any two (2) directors. The Secretary shall give notice of each meeting of the Board, either orally or in writing by

mailing or delivering the same not less than one (1) day before the meeting, unless otherwise prescribed by the Board. The failure by the Secretary to give such notice or by any director to receive such notice shall not invalidate the proceedings of any meeting at which a quorum of directors is present.

SECTION 4. QUORUM AND ADJOURNMENT. The majority of the directors shall constitute a quorum. No action taken, other than the appointment of directors to fill temporary vacancies or as otherwise provided in these Bylaws, shall be binding unless it received the concurring vote of a majority of the directors present. In the absence of a quorum, the President or a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum be had.

SECTION 5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board for the benefit of the Co-Owners of the condominium owners, shall have the following powers and duties:

- a. To engage and contract for all goods and services which the Board in its discretion, deems necessary for the proper operation of the premises or as required or permitted by these Bylaws or by law, payment for which will be made from the assessments and service charges paid by the Co-Owners in accordance with these Bylaws and as assessed by the Board.
- b. To provide, or cause to be provided, all services, including utility services, used in common or jointly by the common elements, limited common elements and condominium units as initially incorporated in the premises, or as shall be incorporated in the premises from time to time in accordance with these Bylaws, payment for which will be made from assessment and service charge as assessed by the Board.
- c. Collection of the assessments from unit owners.
- d. To maintain or cause to be maintained, detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and other expenses incurred and to make such records and the vouchers authorizing the payments available for the examination by the owners of the condominium units during reasonable business hours.

- e. To render or cause to be rendered annually a statement to the Co-Owners of the condominium units of all receipts and disbursements during the preceding year.
- f. To render or cause to be rendered statements, when required by law, of any assessments which remain unpaid by any Co-Owner of the condominium units.
- g. To bring action on behalf of two or more of the Co-Owners of the condominium units, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one condominium unit as the Board deems advisable.
- h. To elect the officers of the Council and otherwise exercise the powers regarding officers of the Council as set forth in these Bylaws.
- i. To determine who shall be authorized to make and sign all instruments on behalf of the Council and the Board.
- j. To designate and remove personnel necessary for the maintenance, repair and replacement of the common elements, and to engage such other services necessary and proper for, and incidental to, the operation of the premises as deemed advisable by the Board.
- k. To engage the services of a managing agent at a compensation established by it to perform such duties and services as it shall authorize, and to delegate any of its powers and duties as provided in this section as the Board deems advisable, provided such delegation shall not conflict with any applicable laws and provided further that any management agreement may be terminated by either party, without penalty, upon 90 days' notice.
- l. To procure fidelity bonds covering all officers and employees of the Council handling and responsible for the Council's fund and personal property, and to procure Directors and Officers Liability Insurance if the Board deems it advisable to procure such bonds and insurance. The premiums for such bonds and insurance shall be paid by the Council as common expenses.
- m. To perform any and all duties imposed on the Board by applicable law.

- n. To determine policies and to adopt house rules and regulations governing the details of the operation and use of the premises, including the common and limited common elements and to amend such house rules and regulations from time to time as the Board deems advisable.

SECTION 6. VACANCIES, SUCCESSOR AND SUBSTITUTE DIRECTORS.

If any permanent vacancy shall occur in the Board through death, resignation, removal or other cause, and unless such vacancy is filled by a special meeting of the Council called for such purpose, the remaining directors, by majority vote of the remaining directors, shall elect a successor director to fill such vacancy and to hold office until the next annual meeting of the owners. At such annual meeting, the owners shall elect the successor director to fill such vacancy and to hold office for the unexpired portion of the term.

In case of a temporary vacancy due to the absence of any director from the State of Iowa, or the sickness or disability of any director, the remaining directors, by majority vote of the remaining members, may appoint a substitute director who shall be a director during such absence or disability and until such director returns to duty. The determination by the Board, as shown in the minutes, of the fact of such absence or disability and the duration thereof shall be conclusive.

SECTION 7. COMPENSATION OF MEMBERS OF BOARD. There shall be no compensation paid to members of the Board for acting as such, but they shall be reimbursed for expenses incurred by them.

SECTION 8. LIABILITY AND INDEMNIFICATION OF MEMBERS OF BOARD. The directors and officers shall be free from all personal liability for any acts done on behalf of the Council and in the capacity of a director or officer for any losses incurred by the Council or the Co-Owners of the condominium units unless the same shall have occurred through their willful negligence or misconduct. Every director and officer shall be indemnified by the Council against all reasonable costs, expenses and liabilities (including attorney fees) imposed upon him or her in connection with any claim, suit, proceeding or investigation of whatsoever nature by reason of his or her being or having been a director or officer of the Council as common expenses, except as liable for willful negligence or misconduct in the performance of his duties as director or officer. The foregoing right of indemnification shall inure to the benefit of the heirs, administrators and executors of such person.

ARTICLE VI OFFICERS

SECTION 1. ELECTION OF OFFICERS. The officers of the Council shall be elected annually by the Board at the Annual Meeting held immediately following the annual meeting of the Council and shall hold office at the pleasure of the Board.

SECTION 2. DESIGNATION. The principal officers of the Council shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by the Board and shall serve as such officers without compensation. Any member of the Board may at the same time hold the positions of any two (2) officers, except President and Vice President.

SECTION 3. PRESIDENT. The President shall be the chief executive officer of the Council. The President shall preside at all meetings of the Board and of the officers of the Council. The President shall have all of the general powers and duties which are usually vested in the office of President including but not limited to the power to appoint committees from among the owners from time to time as the President may decide to appoint to assist in the conduct of the affairs of the Council.

SECTION 4. VICE PRESIDENT. The Vice President shall take the place of the President and shall perform said duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board.

SECTION 5. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and Council; shall have charge of such books and papers as the Board and Council may direct; and shall, in general, perform all duties incident of the office of Secretary.

SECTION 6. TREASURER. The Treasurer shall have responsibility of Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Board.

SECTION 7. RESIGNATION, DEATH OR ABSENCE OF OFFICER. Should any of the Officers described in this Article resign due to the sale of his or her unit, die, or be absent as described in the previous Article, a special election shall be held to replace any such Officer, as it shall not be deemed automatic that any person who replaces the former Board members shall succeed to the former Officer's position.

ARTICLE VII MANAGING AGENT

Unless prohibited by law, any powers and duties of the Board and officers which are delegated to the managing agent or agents pursuant to these Bylaws, shall be exercised and performed by the managing agent or agents in the place and instead of the Board.

The members of the Board shall not be liable for any omission or improper exercise by the managing agent or agents of any such powers and duties so delegated by written instrument executed by a majority of the Board.

Any contract between the Board and managing agent shall provide that it can be terminated, without penalty, upon ninety (90) days' notice by either party. The managing agent or agents shall be an individual, firm, partnership or corporation authorized to do business in the State of Iowa.

ARTICLE VIII CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of each unit and the common elements of condominiums shall be subject to restrictive covenants, conditions, easements, or other encumbrances of record and to the provisions of the Bylaws of Fountain View Condominiums, this Declaration, and all statutes or ordinances legally applicable to the regime.

SECTION 1. SPECIFIC COVENANTS. The specific covenants are:

- a. The condominiums are being designed for occupancy for single family dwelling purposes only by older single persons or couples who want to associate with those who share common interests and hobbies and have similar economic and social backgrounds. The condominiums are intended and will be operated for occupancy for

single family dwelling purposes only by an owner or owners age 55 or older, a co-habitant and their children age 19 or older s ho using for older persons pursuant to the exemption in the Fair Housing Act Amendments. Persons 18 years of age or younger have a maximum yearly stay of 42 days and a limited stay to 14 consecutive days during any visit and are the responsibility of their parents and resident owner during the visit. In the case of a 55 years of age or older condominium owner who dies and the surviving spouse or co-habitant is not age 55 or older, then the surviving spouse or co-habitant may continue to occupy the dwelling even though he or she is under 55 years of age. If the surviving spouse or co-habitant's marital status or co-habitation changes, one of the two occupants must be age 55 or older to continue to occupy the condominium in accordance with the intended purpose that the condominiums are intended and will be operated for occupancy for single family dwelling purposes only by an owner or owners age 55 or older, a co-habitant and their children age 19 or older as housing for older persons pursuant to the exemption in the Fair Housing Act Amendments.

b. A unit may be rented or leased by the Co-Owner on an occasional or casual basis only provided the entire unit is rented, and the occupancy is only by the lessee and family as defined in paragraph (a) above. Any lease which is for a period of one (1) year, or renewal of a previous lease term which would result in the tenant eventually residing on the premises for more than one (1) year, shall be subject to the approval of the Council. No lease shall relieve the Co-Owner as against the Council and other owners from any responsibility or liability imposed by the Fountain View Condominiums Declaration and Bylaws.

c. No owner of a unit shall have power to convey, mortgage, pledge, sell or lease such unit unless and until (1) all common charges assessed or accrued have been paid; (2) all unpaid liens against such unit in favor of the Council or individual members thereof have been satisfied.

d. No unit Co-Owner may paint or add structures or equipment to the exterior.

e. The Council may (1) approve temporary structures, the same being otherwise prohibited, (2) adopt and enforce other reasonable restrictions and regulations relating to the use and enjoyment of the condominium premises.

f. The owners of a unit may have one (1) dog (20 lbs. or less) or one (1) cat living in the unit as a pet, providing that said pet is made known to the Council. If any other type of pet is desired by the owner of a unit, application may be made to the Council, which will then make its determination as to whether or not said pet should be allowed. The owner of each unit shall be responsible for all cleanup which would need to be done to the common areas in the event the pet leaves feces, etc. on said common areas. However, no additional animals or poultry shall be kept on the premises. No animal pens, shed, fences or other outbuildings or structures of any kind shall be erected by any unit owner on any common area.

g. No activity is allowed which duly interferes with the peaceful possession and proper use of the property by its Co-Owners, nor shall any fire hazard or unsightly accumulation or refuse be allowed.

h. Each unit Co-Owner covenants and agrees with all other unit owners to repair and maintain his own unit and keep the same in good repair for the benefit of all such other unit owners as may be required and applicable and to pay his share or his separately metered utility expenses.

i. Each unit Co-Owner shall give notice to the Council of every lien against his unit other than mortgages, taxes and the Council assessments, and of any suit or proceeding which may affect the title to his unit, within ten (10) days after the lien attaches or the owner receives notice of such suit.

j. A unit owner shall be liable to the Council for the expenses of any maintenance, repair or replacement rendered necessary by his/her act, neglect or carelessness, or by that of his family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting therefrom.

k. No noxious or offensive activity shall be carried on upon any unit, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

l. No sign of any kind shall be displayed to the public view on any unit except a sign of not more than five (5) square feet advertising the property for sale, temporary political campaign signs, or signs used by the developer to advertise the property during the construction and marketing period.

- m. No unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition out of public view. No excess or unused building material or materials shall be kept, stored, or otherwise maintained on any unit in a location within public view, other than for use or uses connected and conterminous with approved or permitted construction.
- n. Only the vehicles of the unit owner or its guests or invitees may be parked on the driveway of the unit which services the condominiums. No inoperative vehicles of any kind shall ever be parked on the driveways, and guests or invitees may only park on said driveways for a reasonable time. No boats, trailers, motor homes, or other items shall be allowed to park on the driveways for a period of over twenty-four (24) hours.
- o. There shall be no commercial ventures operating on the premises or in the units other than one-man businesses which can be operated without walk-in traffic.

SECTION 2. EASEMENTS AND LICENSES. Easements and licenses for installation and maintenance of utilities and drainage facilities are reserved outside the front and side 5 feet of each unit. Within these areas no structure planting or other material shall be permitted to remain which may damage or interfere with the installation and maintenance of utilities access to meters, shut off valves and other things, or which may change the direction or flow of drainage channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement and license area of each unit and all improvements in it shall be maintained continuously by the owner of the unit, except for the improvements for which a public authority or utility company is responsible. Service areas are for the purpose of allowing the utilities access to meters, shut off valves and other things associated with the service provided by the utilities.

An express easement is also hereby dedicated to the Association over any patio, courtyard or other exterior premises or within any dwelling unit for purpose of access or maintaining the exterior of the structure including, but not limited to, roofing, gutters, flashing, shutters and exterior or party walls.

SECTION 3. NONDISCRIMINATION. The covenants and restrictions contained herein are in no way intended to be used or to be interpreted so as to discriminate on the basis of race, color, creed, sex or national origin.

SECTION 4. DURATION. The covenants and restrictions herein shall run with and bind the land, and inure to the benefit of and be enforceable by the Board, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date this Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of three-fifths (3/5) of the units has been recorded, agreeing to change said covenants and restrictions in whole or in part.

**ARTICLE IX
MAINTENANCE, ALTERATION AND IMPROVEMENT**

SECTION 1. TERMS. Although the same are not susceptible to precise delineation, and the use of one shall not be deemed to exclude the applicability of another unless specifically so state or required by the content, certain terms are employed in this Article as follows: "Maintenance" is generally used to include all repair, renovation, restoration, reconstruction, or rebuilding as may be necessary to maintain the units and common condominium property in the same or better condition as when this Declaration was adopted; "Alteration" relates to changes from such state other than maintenance; "Improvement" relates generally to the addition of new structures, elements, or facilities other than those referred to in this or any supplemental declaration. The provisions of this Article are applicable where the work done or required is not caused by specific casualty but shall also apply in the event of maintenance, alteration or improvement necessitated by casualty or condemnation unless different provisions are specifically made in the condominium documents dealing with such contingencies.

SECTION 2. MAINTENANCE BY THE COUNCIL OF CO-OWNERS.

- a. All common elements and facilities limited or general shall be maintained by the Council as a common expense unless responsibility is otherwise imposed on the unit owner as in Section 3 of this Article or otherwise.
- b. Incidental damage caused to a unit through maintenance by the Council shall be repaired by the Council as a common expense.
- c. If a unit owner defaults in his responsibilities of maintenance, the Council shall assume the same as a common expense and levy a special assessment against the unit collectible as other assessments.

SECTION 3. MAINTENANCE BY OWNER OR CO-OWNER. The owner or co-owner of a condominium unit (hereinafter referred to as owner) at owner's expense shall keep the interior as well as all fixtures and appliances located therein, of each condominium unit and garage unit appurtenant thereto in good order and repair and shall be responsible for any damage or loss caused by failure to observe or perform this covenant. Each owner shall be responsible for the repair, maintenance and replacement of all exterior doors and the mechanical operators thereof and window glass and screens appurtenant to said owner's unit; it being understood that the only Council maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. The owners shall also be responsible for any damage caused by owner to the common elements by the negligent use thereof. The owner shall be responsible to maintain at owner's expense any personalty such as carpet, furnishings, plug in appliances located with a unit. Each unit owner at owner's expense shall also maintain any fixtures or equipment such as heating units, furnaces, air-conditioning units and plumbing fixtures which are limited common elements exclusive for the use and possession of a unit, and any limited common element such as over-hanging garage unit doors which are constructed by developers but exclusively for the use and possession of a common unit. The Council shall maintain all decks, driveways, roofs, exterior siding and exterior painting, roadways, storm sewers, sanitary services and water lines located in the Fountain View Condominiums. The unit owner shall likewise maintain at owner's expense any improvements of alterations subsequently added by owner and it shall be owner's duty to perform said maintenance without disturbing the rights of other unit owners and to report promptly to the association any defects of need for repairs which are the initial responsibility of the Council or as to which the Council otherwise has authority to maintain. Each owner shall have the right, at owner's sole cost and expense to paint, paper, panel, plaster, tile finish and to do other such work on the interior surfaces of the ceilings, floors and walls, to substitute now finished surfaces for the finished surfaces then existing on said ceilings, floors and walls, and to finish, alter or substitute any plumbing, electrical or other such fixtures attached to said ceiling, floors or walls, provided, however, that this section shall not be construed as permitting interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the premises by other owners nor shall it be construed to limit the intent expressed in Section 1 of this Article IX. Nothing herein shall be deemed to give the owners the right to perform any exterior maintenance painting, etc., as all such maintenance, painting, etc. shall be done by the Council to ensure uniformity of this Development.

SECTION 4. MAINTENANCE INVOLVING MORE THAN ONE UNIT. If maintenance is required involving maintenance, repair, renovation, reconstruction, restoration, or rebuilding of more than one unit, the Council, in order to provide

centralized direction, may assume supervisory responsibility therefor and provide for such supervisory expense as a common expense.

SECTION 5. ALTERATION OF IMPROVEMENTS BY UNIT OWNER OR CO-OWNER. No unit owner shall make any structural alteration or improvement to owner's unit or any common element therein or facility or remove any portion thereof until after all condominium units have been built by the Developer, then thereafter only with the approval of the Council hereinafter provided. An owner desiring to make such alterations must apply to the Board in writing for permission to do so and shall submit sufficient plans and specifications to enable the Board to make a full evaluation of the proposed alteration or improvement, and in any event, no such alteration or improvement shall be made unless the Board shall specifically approve in writing the design and safety thereof. No work by an owner may be permitted which may jeopardize the soundness of the building. Any alteration or improvement of a unit shall not increase the undivided interest of any owner in the common elements of the appurtenances to the unit. The provisions of this Section 5 shall not apply to units owned by the Developer until such units shall have been initially sold by the Developer and paid for.

SECTION 6. ALTERATIONS AND IMPROVEMENTS BY COUNCIL OF CO-OWNERS. There shall be no alterations of the unit buildings or garage units nor further improvements added to the lands or common elements or units by the Council except upon the question being put to a vote of the Council and such may be done only if 60 percent of the votes are cast in favor thereof. An alteration or improvement pursuant to this paragraph shall not alter the interest appurtenant to each unit in the common elements and such interest shall remain as before irrespective of whether the owner voted in favor of or against the alteration or improvement.

ARTICLE X OBLIGATIONS OF THE OWNERS

SECTION 1. ASSESSMENTS. All owners are obligated to pay monthly assessments imposed by the Board or the Council to meet all common area expenses imposed herein (including reserves and working capital), and for any insurance premiums required by the terms of the Declaration or these Bylaws. The assessments shall be the same amount for the owners of each unit. One-twentieth (1/20th) of the total assessment shall be paid by each unit owner. The total monthly assessment of each owner shall be paid to the Treasurer in one (1) payment, and the Treasurer shall then be responsible for placing the correct portion of each assessment in the correct fund or account for which it is to be used. Each owner will voluntarily pay said

monthly assessment to the Treasurer and upon failure to do so, shall be subject to the provisions of Section 2 of this Article. All owners shall pay before they become delinquent the real property taxes and special assessments which will be levied on their respective units under the provisions of Section 499B.11 of the Code of Iowa. All utilities used in each unit shall be metered separately and the expenses of said utilities shall be paid by the owner of the unit directly to the supplier or suppliers thereof.

The monthly assessment imposed under this Article shall be first due on the first day of the month following each owner's purchase of a unit. Until May 1, 2007, the amount of the monthly assessment shall be determined for each unit by the Developer, and the Developer shall be responsible for those duties imposed upon the Council after collection of the monthly assessments, as set forth above. After May 1, 2006, said monthly assessments will be determined by the newly elected Council in the manner as described in this Article.

SECTION 2. LIEN AGAINST OWNER OF UNIT. All sums assessed by the Board but unpaid for the share of the common expenses chargeable to a unit shall constitute a lien on such unit prior to all other liens except only (1) tax liens on the unit in favor of any assessing unit and special district, and (2) all sums unpaid on the first mortgage of records. Such lien may be foreclosed by suit by the Board or the representatives thereof, acting on behalf of the unit owners, in like manner as a mortgage of real property. In the event of any such foreclosure, the unit owner shall be required to pay a reasonable rental for the unit, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Board or the representatives thereof, acting on behalf of the unit owners, shall have the power to bid on the unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

SECTION 3. LIABILITY OF GRANTOR AND GRANTEE FOR UNPAID COMMON EXPENSES AND CONDOMINIUM UNIT EXPENSES. In a voluntary conveyance, the grantee of a condominium unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses and condominium unit expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantor or grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor for such share, and neither such grantor nor such grantee shall be liable for, nor shall the condominium unit conveyed by subject

to a lien for, any unpaid assessments for common expenses and condominium unit expenses against the grantor in excess of the amount therein set forth.

SECTION 4. RIGHT OF ENTRY. An owner shall grant the right of entry to the management agent or to any other person authorized by the Board or the Council in case of any emergency originating in or threatening owner's unit, whether the owner is present at the time or not.

An owner shall permit other owners, or their representatives, when so required, to enter his unit for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

SECTION 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the monthly assessments authorized herein the Board or the Council may levy in an assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, the cost of any exterior maintenance to the units in excess of the amounts collected for said exterior maintenance in the monthly assessments, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property relating hereto, PROVIDED THAT any such assessment shall have the assent of three-fifths (3/5) of the votes of the Council who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting. Any assessment levied under this Section for exterior maintenance shall be levied against each unit in the same proportions set forth in Article X, Section 1.

SECTION 6. EASEMENTS FOR ENCROACHMENTS - UNITS AND COMMON ELEMENTS. In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements or another unit as a result of the construction, reconstruction, repair, shifting, settlement, or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist so long as the encroachment exists.

**ARTICLE XI
BOOKS AND RECORDS**

SECTION 1. BOOKS AND RECORDS. The Council shall keep all appropriate books and records to accurately show the financial position of the Council and its legal obligations.

SECTION 2. AVAILABILITY. The Council shall make available to unit owners, lenders and the holders and insurers of the first mortgage on any unit, current copies of the Declaration, Bylaws and other rules governing the condominium, any other books, records and financial statements of the Council. The Council also shall make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the condominium, and the most recent annual Financial Statement, if such is prepared. "Available" shall mean available for inspection upon request, during normal business hours or under other reasonable circumstances.

**ARTICLE XII
INSURANCE, DAMAGE OR DESTRUCTION**

SECTION 1. FIRE INSURANCE. The Council shall procure and maintain from a financially responsible company or companies qualified to do business in Iowa (and, if necessary, to procure the required coverage, from other companies) a policy or policies (herein called "The Policy") of fire insurance, with extended coverage endorsement, for as nearly as practicable to one hundred percent (100%) of the insurable replacement cost value of the buildings and/or structures and/or building service equipment without deductions for depreciation (such value to be determined annually by the Board and to exclude property of every kind and description which underground (meaning thereby, below the level of contiguous ground and covered by earth, or below the level of the lowest basement floor of the buildings and/or structures except underground conduit or wiring therein when beneath the buildings and/or structures which are covered herein) in the name of the Council as insured as trustee for each of the owners of the condominium units in proportion to their respective common interests in the common elements. Such policy:

- a. Shall contain no provision limiting or prohibiting other insurance by the co-owner of any unit and shall provide that the liability of the insurer shall not be affected by, nor shall the insurer claim any right of set-off, counterclaim apportionment, pro-ratio, or contribution by reason of, any such other insurance.

b. Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or if obtainable, shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or the co-owner or tenant of any unit, or by reason of any act or neglect of the Board or the co-owner, or tenant of any condominium unit.

c. Shall provide that the policy may not be canceled (whether or not requested by the Board) except by giving to the Board and to the owner of each condominium unit and the holder of any recorded mortgage who shall have requested such notice of the insurer in writing addressed to him at the premises, thirty (30) days' written notice of such cancellation.

d. Shall contain a provision waiving any right of subrogation by the insurer to any right of the Council against the co-owner or lessee of any condominium unit.

e. Shall contain a provision waiving any right of the insurer to repair, rebuild and replace, if a decision is made pursuant to Section 2(b) of this Article XII not to repair, reinstate, rebuild or restore the damage or destruction.

f. Shall contain a standard mortgage clause which:

1. Shall name the holder of any mortgage affecting any condominium unit whose name shall have been furnished to the Board.

2. Shall provide that the insurance as to the interest of the mortgagee shall not be invalidated by any act or neglect of the Board or the owner, co-owner, or tenant of any condominium unit.

3. Shall waive any requirement invalidating such mortgagee clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided, however, in case the Board shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of the termination of the policy), any contribution clause, and any right to be subrogated to the rights of any mortgagee against the owner, co-owner or lessee of and condominium unit or the Board or to require an assignment of any mortgage to the

insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgagor or owner, co-owner but without impairing mortgagee's right to sue.

4. Shall provide that without affecting the protection afforded to the mortgagee by such mortgagee clause, any proceeds payable under such clause shall be payable to the Council or to an Insurance Trustee as provided by the Bylaws; and

5. Shall provide that any reference to a mortgage in the policy shall include all mortgages on any unit, in order of preference.

SECTION 2. PUBLIC LIABILITY INSURANCE. The Board shall procure and maintain from a financially responsible company or companies qualified to do business in Iowa (and, if necessary, to procure the required coverage from other companies) a policy or policies (herein called "The Policy") of Public Liability Insurance to insure the Board, each unit owner as the owner of the common interest, and the Managing Agent or agents and other employees of the Council against claims for personal injury and property damage arising out of the existence of premises or operations or contractors or construction work under a Comprehensive General Liability form to include (1) coverage of Automobile Liability for owned-hired or non-owned automobiles, (2) Water Damage Legal Liability, and (3) Fire Damage Legal Liability. Said insurance shall name owners, co-owners and employees as aforesaid as additional insureds, it being understood and agreed that the insurance will exclude coverage for the personal activities of owners, co-owners of the condominium units and employees as aforesaid, and for liability arising out of the ownership of individual condominium units. Said insurance shall be for such limits as the Board may decide. Such policy:

a. Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or by any breach of warranty or condition caused by the co-owner of any condominium unit, or by an act or neglect of the owner or tenant of any condominium unit.

b. Shall provide that the policy may not be canceled (whether or not requested by the Board) except by giving the Board and to the co-owner of each condominium unit who shall have requested such notice of the insurer in

writing addressed to him at the premises, thirty (30) days' written notice of such cancellation.

SECTION 3. ADDITIONAL INSURANCE. The Board may also procure insurance against such additional risks as the Board may deem advisable for the protection of the condominium unit owners of a character normally carried with respect to such properties.

SECTION 4. INSURANCE REVIEW. The Board shall review not less frequently than annually the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such review to the owner of each condominium unit, and to the holder of any mortgage on any condominium unit who shall have requested a copy of such report. At the request of any mortgagee of any condominium unit, the Board shall furnish to such mortgagee a copy of the Policy described in paragraph (a) of this Section 1 and of any policy to which a mortgagee endorsement shall have been attached pursuant to paragraph (c). Copies of every policy of insurance procured by the Board shall be available for inspection by any condominium unit owner (or contract purchaser) from the Council.

SECTION 5. OWNER'S INSURANCE. Any such coverage procured by the Board shall be without prejudice to the right of the owners of condominium units to insure such condominium units and the contents thereof for their own benefit at their own expense. Neither the Council nor the Board will provide insurance coverage for the contents of a unit. Insurance coverage on furnishings and other items or personal or other property belonging to an owner and public liability coverage within each unit shall be the sole and direct responsibility of the unit owners thereof. All policies of insurance carried by owners shall contain waivers of subrogation.

SECTION 6. DAMAGE, DESTRUCTION AND REPLACEMENT. In the event of damage to or destruction of all or any part of the building, all available insurance proceeds, including proceeds received for damage to building on any policy taken out by the Council or the Board shall be held in trust by the Board or, in any cause described in subparagraph (c) of this Section, by the Insurance Trustee, to repair, reinstate, rebuild, or replace the building (herein called "the work") in accordance with the original plans and specifications or if the work according to the original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with other plans and specifications prepared by the Board, on behalf of all owners, and approved by the owners of not less than a majority in interest of the common interests in the premises. In the event of any deficiency between said insurance proceeds and the cost of the work, each owner of a condominium unit shall

pay his proportionate share of said deficiency as common expenses. The Board shall have the authority as agent of all owners, to enter into contract or contracts to accomplish the work.

Nevertheless in the event that, after damage to or destruction of all or any part of the building, all of the owners shall determine that such damage or destruction shall not be rebuilt, repaired or restored, or in the event substantial damage to or destruction of the common elements shall not have been rebuilt, repaired or restored within a reasonable time after occurrence thereof, the premises shall be subject to an action for partition by any owner of a common interest or lienor as if owned in common, in which event the premises shall be sold and the net proceeds of sale, together with the net insurance proceeds, shall be considered as one fund and shall be divided among all condominium unit owners in proportion to the respective common interests, provided that no payment shall be made to a condominium unit owner until there has been paid from his share of such net proceeds all liens on his unit and the premises shall be removed from the Fountain View Condominiums.

Except in the circumstances described in subparagraph (b) of this paragraph, if the cost of the work (as estimated by the Board) shall exceed \$20,000.00 and the holder of any mortgage or mortgages on any condominium unit or units so affected (herein called "the mortgagee") shall so require, all proceeds of insurance shall be paid over not to the Board but to a trust company authorized to do business in Iowa and selected by the Board (herein called "the Insurance Trustee") and shall be paid out from time to time or at the direction of the Board as the work progresses, but subject to the following conditions:

- a. The work shall be in the charge of an architect or engineer (who may be an employee of the Board) and before the Board commences any work, other than temporary work to protect property, the mortgagee shall have approved the plans and specifications for the work to be submitted by the Board, which approval shall not be unreasonably withheld or delayed.
- b. Each request for payment shall be made on seven (7) days' prior notice to the Insurance Trustee and shall be accompanied by a certificate to be made by such architect or engineer stating:
 1. That all of the work completed has been done in compliance with the approved plans and specifications.

2. That the sum requested is justly required to reimburse the Board for payments by the Board to, or is justly due to, the contractor, subcontractor, subcontractors, materialmen, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials).

3. That when added to all sums previously paid out by the Insurance Trustee the sum requested does not exceed the value of the work done to the date of such certificate.

c. Each request shall be accompanied by waivers of liens satisfactory to the Insurance Trustee covering that part of the work for which payment or reimbursement is being requested and by search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Insurance Trustee, that there has not been filed with respect to the premises any mechanics' or other liens or instrument for the retention of title in respect of any part of the work not charged of record.

d. The request for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the premises legal.

e. The fees and expenses of the Insurance Trustee as determined by the Board and the Insurance Trustee shall be paid by the Council as common expenses, and such fees and expenses may be deducted from any proceeds at any time in the hands of the Insurance Trustee.

f. Such other conditions not inconsistent with the foregoing as the Insurance Trustee may reasonably request.

Upon the completion of the work and payment in full therefor, any proceeds of insurance then and thereafter in the hands of the Board or the Insurance Trustee shall be paid or credited to the owners of the condominium units (or to the holder of any mortgage on a unit if there be a mortgage) in proportion to their respective common interests or retained for an escrow for possible future expenses.

**ARTICLE XIII
OTHER PROVISIONS**

SECTION 1. COVENANT TO OBEY LAWS. The Co-Owner of each condominium unit shall be subject to the Iowa Horizontal Property Act and the Declaration filed pursuant to said Act and shall abide by the Bylaws and Rules and Regulations as the same are or may from time to time be established by the Board.

The Co-Owner of each condominium unit shall observe, comply with, and perform all rules, regulations, ordinances and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government applicable to the premises.

The foregoing paragraph shall apply to all Co-Owners of the condominium units, tenants of such owners, employees of owners and tenants, and any other persons who may in any manner use the premises or any part thereof.

SECTION 2. HOUSE RULES AND REGULATIONS. The house rules and regulations governing the details of operation and use of the common elements shall be adopted and from time to time, amended by three-fifths (3/5) vote of the Board. Any owner of a condominium unit shall have the right to propose any amendment to such rules and regulations by directing a request in writing to the Board or any member of the Board. The Board, upon notice of such written request, shall consider such proposal and shall record its action on such proposal in the minutes of the meeting at which the action was taken.

SECTION 3. NOTICES. Except as otherwise provided in these Bylaws, any notice permitted or required to be given to the owner of a condominium unit may be given in writing personally to such owner or to any one of them if such owner is more than one person, or deposited in the United States mail, postage prepaid, addressed to such owner at his most recent address as it appears in the records of the Board, and said notice shall be deemed to be delivered when delivered personally as aforesaid or deposited in the United States mail as aforesaid.

**ARTICLE XIV
AMENDMENTS**

Amendments to the Bylaws shall be proposed and adopted in the following manner:

- (1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
- (2) A resolution adopting a proposed amendment must receive approval of all of the total votes authorized to the owners by the Declaration. Owners not present at the meetings considering the amendment may express their approval in writing.
- (3) An amendment may be proposed by either the Board or by the Council of Co-Owners, and after being proposed and approved by one of such bodies it must be approved by the other.
- (4) An amendment when adopted shall become effective only after being recorded in the Marion County Recorder's office.
- (5) These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Horizontal Property Regime.
- (6) Anything contained in these Bylaws or in the Declaration to the contrary notwithstanding, Developer, or his successors, have the right to amend these Bylaws for the clarification hereof or for the benefit of all unit owners without the requirement of unit owner's approval until ninety percent (90%) of the proposed units are sold and paid for; provided that it obtains the prior written consent of at least fifty-one percent (51%) of all first mortgagees on all of the units in the Condominium Regime; provided, further, that if such modification is for the addition of units or lands to the Condominium Regime pursuant to the powers reserved to the grantor in the Declaration, the prior written consent of at least fifty-one percent (51%) of all first mortgagees on all units in the Condominium Regime shall not be required.

ARTICLE XV ENFORCEMENT

The violation of any rule or regulation adopted by the Council or the Board or the breach of any of these Bylaws, covenants and restrictions, or the breach of any provisions of the Declaration of Horizontal Property Regime, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

- a. To enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting unit owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Administrators shall not thereby be deemed guilty, in any manner, of trespass.
- b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- c. To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly, all or any rights or privileges of membership, or to take any other disciplinary action directed by the Board.

**ARTICLE XVI
COMPLIANCE AND SEVERABILITY**

These Bylaws are set forth to comply with the requirements of Chapter 499B of the Code of Iowa. In case any of these Bylaws conflict with the provisions of said statutes or any other rule of law, it is hereby agreed and accepted that the provisions of the statute or law will apply and Bylaws conflicting therewith will be deemed inoperative and null and void without validating the remaining Bylaws.

The foregoing were adopted this 30 day of June, 2006, by the Grantor as owner of all units in Fountain View Condominiums as the Bylaws applicable to Fountain View Condominiums.

PARK LANE DEVELOPMENT, L.L.C.

BY: Leslie J. Robbins, Jr.
LESLIE J. ROBBINS, JR.
CHIEF FINANCIAL OFFICER

STATE OF IOWA)
)ss.
COUNTY OF POTTAWATTAMIE)

On this 30 day of June, 2006, before me, a Notary Public in and for the said State, personally appeared Leslie J. Robbins, Jr., to me personally known, who being by me duly sworn did say that he is the Chief Financial Officer of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of the said liability company by authority of its managers and the said Leslie J. Robbins, Jr. acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Philip J. Willson

NOTARY PUBLIC IN AND FOR SAID STATE
Philip J. Willson

