Townhouse/Condominium Documents 63 BOB r A . GRUNING J BB Sound MOVE 287-9986 Bookteepe 60 August 1, 1985

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CONDOMINIUM DECLARATION

FOR

THE JORDAN SQUARE TOWNHOUSE CONDOMIN IUMS

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PURPOSE

Iowa H and" located The Dev in the owns City 7. 0f .68 acres (f West Des 0f of real Moines • Ð polk Coun tу

2. dwelling The un i **r**+ Devel. ts upo nodn ope bn t he H 15 s constructing Land and addit . • and i plai i adj ins Ij ac ent to cons rea HH H esta te

adjacent real improvements, belonging or regime Iowa. ω . ing or in pursuant real The Developer estate and f any to the H H- 0 ixtures and / pertaining
Horizontal intends and all b thereon and buildings б Proper submit the re to property all structures, Ll rights ar the Act ß Land ω hts and privil a condominium of the State and addit ivile ional of ä Ð n

and maintenance restrictions, of to promote and the Project and certain Project obligati occupants, interest j for the Project per perfect: project Project fecting the maintenance rights, and r ions, and liens with 0r mutual The t and are et mortagees, a n the Project any certain mutually Dev part bene thereof. fit tions, and liens are in funct the cooperative aspects established for the purpose desirability, and attract thereof and of nd any shall all All H all hold such interest sub and privileges in, over, • respect ດ ເວ and benef hold such such fut g ure intends icial establis ician the p t to the p rights, e persons owners of ends that restrictions, the proper use attractiveness Ξ easements, at all future acquiring any furtherance for 0 R of 000 of 1----(† use residence 'n Чh enhanc ness of bene pants and **__**any privileges 00 0 Η'n upon owners 0 1th nduct ď 1--ng the in r b in and the and plan the -

THE ιщ ROJECT

1.1. 1 consist include ¢ ings. Th Units and Two G Resident Stalls. ime arage which and Buildings ich shall (The The 1. In sts of eight ial • In General. The project consists of t ts of 3.92 acres described in paragraph 1 eight (8) Residential Buildings and 12 Ga he eight Residential Buildings contain a the 8 Garage Buildings contain a total This Declaration applies only to Part On me Developers present plans are to constru-ial puildings constru This the Buildings containing dings containing a to hall consist of 3.76 consist acr tal total l of 36 e S 36 n a total 48 Garage to Part One at this to construct six 1 of 36 Units and 10 36 Garage Stalls in Garage a total two 1.2 par and al nd will Build-L of /~ 10 Par ъ ũ rt H CT.

A ve and • and and 1. ы ar (Ť rt Р L contains of Grand P tains real ex rand Ave. in description esta in th on is he te Q e locate City of attached 0f led ed West as Nor Exhibit ct Des b 0 Ξħ \geq

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<u>1.3.</u> Buildings indicated Phase of the on the . type Par and with attached consists with the s of one e Units : Exhibit one and phase, conta and Garage St Ш aini tall s ng

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Buildings ۱. Th lere ٤ 111 be two types 0f Buildi Ġ sbl in

the P, roj ea ct l

tor les Re idential Building: in height over a Each h residentia unfinished al building sement. H. he S two

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first story and siding. The roofs are framed with shingles. The sidewalls are insulated with insulation and the second story ceilings ha insulation with an R value of 32. The inte drywall with an orange peel finish. Each I building contains not less than five nor mo building contains not less than five nor the the topography of the bui fir Exhibit units oundat , T بر പ ω ling st , depending upon the topogential building locations contained therein are sho Ъ ion в. ory н Q The \mathbf{x} 'n 4 poure. /eneer eneer on the exterior wal ed on the from rior walls entire sec are framed ned with plywood, felt, and re insulated with R-13 Fiber story ceilings have blown of 32. The interior walls finish. Each residential second shown on the ront s of and fir story are 3 Ð other wa stor the j_ l and Plat more 'n three 4 land. nd the ar hardboa 0 blown or walls than att ΗΦ the wood Fiber ល ached number ides The eight H Q, framed are .glass as of the phalt 0 1-h

necessary to residential stalls is a have a number 20' in plywood have a 7 locat of ga ΗŪ wall ω rame TT. : garage tached a with <u>o</u>i ra rage Building. Each garage to d building with hardboard sid od sheeting, felt, and asphal a 7. by 9. garage door for each r of garage stalls, each of v n size, varies according to to sary to serve the needs of th ions as to serve the needs of the residents of a 2" X 4" construction grade lumber or plywood affixed to one side of said wa of the garage buildings for part 1 and stalls contained therein are shown on of the garage bui stalls contained s Exhibit B. arage building ard siding and asphalt shing1 for each garac ç phalt shingles. c each garage s of which is app which the nu ch is approximately number of stalls lumber or be f said wall. g ۳. מ s. The stall. н 8 വ ΞO the the ne the Ω the better e story wood composed of e buildings pla The garage The adjacen number 7 10' stud ğ × Ē.

1.5 Units

attached as bedroom unit either The bedrooms for burn second story, the kitchen and inversion story, and underneath the first story is a hasement. The three bedroom units have a hasement. Ы a. Re fi BH meaning as this closet . بر uilding interversions ither two bedrooms for bo roper ю Н gime 5 C er t type is Declarati ng as the term "Apartment" under the rty Act, when used in this Declarati s specifically to a set of rooms in ling intended for use as a residence. It two bedrooms or three, a living ro bedrooms for both two and three bedro m re pursuant units are g The Re ts have one bath on the second floor plans for the two bedr Exhibit C and the floor plans ts are attached as Exhibit D. ion. two α o types to the "Unit" While the of al Iowa and apartment apartment units establi a Horizontial Property i is defined in Article he term "Unit" has the is e floor plans for Fxhibit D under the Ic Declaration the kitchen. ing room, and bedroom units room are on the first y is a full unfinished a Residential Each "Unit" story and oom units nas tne same genera Iowa Horizontial full bath establis for the the The and term р \mathbb{P} Q are s are thre).1(g 6 h kitchen. two ed rt. on þ "Ųnit" ñ linen has 'n Th the of Ð thi 'n يم

of this I general d Property part o: lawful in Res σ this Regime The berty Act, bu beclaration of a floor ul use of st lesidential F e other type of apartment unit establish is a "Garage Stall" and is defined in b is a "Garage Stall also fit is Declaration. A Garage Stall also fit it definition of "Apartment" under the I it definition of "Apartment" under the I it when the term "Garage Stall ity Act, but when the term "Garage Stall ity Act, but when the term "Garage Stall it refers specifically to a beclaration it refers specifically to a beclaration in a Garage Building and is i of a floor in a Garage of an automobile for re use of storage of an automobile for re other is a def stall" the Iowa Horizont fits g 'n a room occupying intended for the residents of Unit Þ 5 hed in this Article 9 ts within t 13 used .1(in . ອ ial

elements An our c. Au simple intere may two rest An owner interest whatever An f Gara icti 0 n C⁺ in wner ົມ ٠ in the ons. ង ខ Ð who purchases in the genera Garage e Stalls Only who further 5 general "Unit Ow purchas in the undivided ່ທີ stall s for e to insu б urchases a Unit not only purchases n the Unit but also takes a fractindivided common elements and limit er and more particularly described nases a Garage Stall takes no frac eneral or limited common elements general or limited common elements l and each **G** н ດ unit owned. That Garage Strategy The purpose talls are av тау and limited described h f f own ticle fract lase ы se of thes available tional 'n tio more 9.1(r) th iere ona commo fee بتر سر Ξ than Ð ď

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purcha: 1.6. f title this De Unit Project hase a Garage Submission t e to the Land Declaration, owners . ۲۰ б the desired to Act. The De and Part 1 of the Developer ស provisions tal insof in o The order ar Developer hold of the Project, per submits the 0f as the to purchase practicable Act. holds Land a and, the Unit An and Part Уd fee owne simple recording H need not

COMMON ELEMENTS

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the

2.1. De Project exce limitation, the Act, inc <u>. Definition.</u> except the Unit on, those items including e Units the ts and Garage s defined as following: "Common Elements" me arage Stalls Ħ general means common ns all Part and includes elemen of the without rt.

а. The Land.

exter Stall all and ×t devic entrances devices or Ъ 1 or and Garage rances and A11 walls of found of each Unit, Resident ge Building, ceilings nd exits or communicat installations existing ີດ tions unit, Res Residental bearing dental B and ion for g walls and Building, Garage Confs, stairways, in gene roofs, ways, common use. columns genera

pr driveways, provided o C The 0r landscaping, c stipulated. outside parking g areas, yaı plantings, yards / except ept as other ō rwi S ወ

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or entry cold and 9 boxes for hot water, All compartments, es for central water, sewer, installations, services such a and telephone. ø and and service power, lig 0 D jht, Ξ Ð as រា

rationally of common upkeep, and safety o this Declaration. ወ A11 other elements of use or the or necessary to the condominium regime of the Project he existence me establist nce ish -0 leđ Ē Уq

corresponding to any Unit with that Unit, even thou instrument conveying or (the title to that Unit on that Unit. Paragraph shall be a ownership undivided their Unit : Par owned 12. r respective f shall not be 48 Уq 2 an undivided the Unit Owne Owne of th h 2.3. in the Comm fraction of the iership of Common Elements. I the Common Elements, subject 3. The ownership interest in individed interest, and the Co unit Owners as tenants in con nit Owners as tenants in common in accordance ve fractions of ownership. The ownership o be conveyed separately from the fraction of he Common Elements corresponding to the Unit tion of ownership in the Common Elements to any Unit shall be deemed conveyed or encur-to we though the legal description in the veven though the legal description in the hat Unit or may refer to an incorrect fract in Common б F the lach the ownership of le fraction of la to the Unit. unit Common Elements provis Lements shall b accordance wit Owner fer only fraction isions of Elements the encumbered shall shall s of each щ The 0 R F Ð

10.3, the Elements are constructed extended to Par the ω e frac will h Final Adjustments by the fractional interest of e vill be automatically adjustments and the fill be for the fill of the fill be automatically adjusted by the fill be for the fill be automatically adjusted by the fill be for the fill be automatically adjusted by the fill be available by the fill Part in 2 pursuant ß of each Unit of each Unit adjusted if he Project or paragraph 1.1, fewer the Owner Subject Owner in ឧទ ne Project follows: than 48 the ď paragraph Common Uni CT. ы т t ល

a. the f from the c ín subparagraph Part ÷n, n 1/48 to a denominator Part 1. fractional 1/48 to a **⊷** • This <u>a</u> н interest fraction, 1th of adjustment below. all which 48 • 0f Units the in Part 1 each Unit Ow the numerator s the nume t a' the number of shall be made t L are Owner of which Units as e not will hich is one and hits constructed provided in be is constructed increas ወ Qu ~

presently to reduce fewer than the extens 1/48 to a Part 2, the decreased. extension Par 2, than the fractions Ηh 36 н 1-HH ac fractional ff 36 Unit: will be to ction less t Ηf the Projec ional inte Units al interest from constructed in coreduce the frac than 1/48 but g are the H CT constructed effect of th 1s est st from 1/48 to acted in Part 2, the fractional '48 but greater t extended of each u the in Part 2 as ill the extension will 1/48 to 1/84. Unit ß a11 Owner l interest than 1/84. the 0 r par will effec μĻ from be rt, be 0 m

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The . . NO S adj justme B T shall be made as provided in subparagraph <u>a</u>

of Units constructed at that file such written statement t shall do so. Such final adju conclusive and binding upon a other parties who then have o interest in the Project. adjustment that each l sh which 5. any all Σ н H רי מ eve ile C+ one rent rt t Unit of n. of 3 it Owner and the n d binding upon al who then have or not late record a ownersh C+ at ement ter than a writte hip inter shall ov shall own a fract denominator of wh that nent by Jurr 1 adjustment b --- all Unit upon nterests on completion 1 July 1, 1988 en statement en time. by July thereaf in 1, 1988, the Associat by the Developer shal t Owners, Mortgagees, eafter acquire any tion 1988 reflecting of Developer fails 3, the Associati the e Pro Deve numerator ing total ements the ت ب ope shall number H but final 0f and ion so ťo D 0

reserved to the L attorney-in-fact the fractional ow appurtenant forth in suc appurte forth i to the the paragraph 2.3 Each deed, cou чнд inal ຄື ractional spect grant urtenant to each Unit th in such written sta agraph 2.3 of the Cond h deed, contract, Mort pect to a Unit and the Developer power Power adjustment :enant in. to, such б of contract, Mortgage, or oth a Unit and the acceptance , acknowledgement of, and of er and shall be deemed to <u>Attorney</u> In furtherance ents, a power coupled with an interest he Developer, its successors and assig act to shift, increase, reduce, and re 1 ownership interests in the Common El co each Unit to the fractional interest written statement recorded pursuant t of the Condominium Declaration, as am of the Mortgage, or other instrument Attorney. written reduce, and reallocate t ts in the Common Elements the fractional interests and consent er instrument thereof shall reserve serve to the D reallocate t interests for signs, ... reallocate Elements amendęd oregoin est is signs, ц be i wit h power ir Developer the ທ deeme Ð 5 ھ ct. D an a . 5 H.

accepta in or t per H 0 e. Rest respectiv personal corded to a ive Mortga representatives, ce of a deer any uniten ۳Ľ epresentatives, grantees, judgment creditors, of a deed, contract, Mortgage, or other in ny Unit, acknowledge, consent, and agree to ritten statement as follows: d his or her tors, heirs, ns, by the her interest ree to such

and, upon the recording of such wr amount by which such fractional in a Unit is increased or reduced, as written statement, shall thereby b released and divested from such Un reconveyed and reallocated among t (1) The Elements shifted extent s The ίΩ. appurtenant increased, 1 et forth in s R act 1 ownership interest in the Common Int to each Unit shall automatically b reduced, and reallocated to the reduced, and reallocated to the ractional interest appurtement, the ich fractional interest appurtement, the shall thereby be deemed to be tatement Unit the other Owner Unit and Owne the 1t to Ĥ. ល be

(2) Each deed, contract, Mortgage or other instrum affecting a Unit shall be deemed given subject to the conditional limitation that the fractional ownership conditional limitation that the fractional ownership interest in the Common Elements appurtenant to each shall, upon the recording of such written statement the fractional interest set forth in such written the fractional interest set forth in such written statement and wested among the other Unit Owners, statement and others owning an interest in other in Mortgagees, and others owning an interest in other in in set t forth in s such nd others with the n the writt among the other Unit Own s owning an interest in o terms and fractional in term statement. or CT he Ĥ instrument ect to the nent, tanto hip Unit ct. Uni n Ъ CT. ť ō 'n

(3) A rig to amend a interests Uni , ct right and s in of revocation is reserved reallocate the fractional the Common Elements appur reserved by cue Dev ownership tenant to t e velope D. ach

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(4) E¹ additional Common Elements later annexed the Extension of Condominium Declaration. Each contract, Mortgage, or other instrument affec shall be deemed to include such additional C Elements, and the ownership of any such Unit Lien of any Mortgage shall automatically inc attach to such additional Common Elements up extension. ements The appurtenant to eauly Common Elements fractional ownership to each p interest in the C Unit shall include Each deed, Unit and include thereto ınclude and upon such ecting Common Common any -m Åq the Unit an

(5) Each Unit Owner shall have a perpetual easement appurtenant to his Unit for the use of any addition; Common Elements annexed thereto and described in an Extension of Condominium Declaration for the purpose set forth therein, except as to any portion the use which is limited by exclusive easements granted to to Unit Owners of specific Units as may be provided in such extension or in this Condominium Declaration. l easement additional purpose the any 0 n h

for expenses assessed t or the respective amour from Unit Owners for co assessments. (6) Th reducir Common for exp educing The Ħ e recording of g the fractiona Elements shall e amounts for commo ng of a written statemen stional ownership interes shall not alter the amounts ssed to a Unit prior to samounts previously asso for common Expenses or statement increasing or p interests in the the amount of the lien assessed or other ö such the lien recording to or due

with the Act fractional c shall be dee (7) Each Un contract to Condominium Owners ť Unit (to his Unit Owner, by acceptance of the deed or o his or her Unit, agrees that this n Declaration, as amended, is in accordance ct, and any changes increasing or reducing ownership interests in the Common Elements eemed to be made by agreement of all Unit Jnit Owner, by his or her Un Declaration, t, and any cha of the deed that this the

(8) The Developer reserves Condominium Declaration in paragraph 2.3, and each Uni deliver such documents as m desirable to cause the prov comply with the Act as on in the manner set four the manner set four the manner agrees to s as may be reasonably r e provisions of this as amended from amend to y necessary or paragraph to to time. o o D th h in this xecute and the η

and all deeds, contracts, and Mortgages of the Common Elements shall contain clauses designed accomplish a shifting and reallocation of the Elements. None of said provisions shall inva-other, but each shall be deemed supplementary other toward the end that a valid shifting and reallocation of the Common Elements can be act (9) and The foregoing provisions visions of this paragraph (ts, and Mortgages of the U) contain clauses designed to and reallocation of the Con d provisions shall invalida and accomplished ťö lidate to the Common h cont Units ő the ain and

vote art Ciat. .at voting Rights: all times, but t tion shall be inc ts: Each Uni out the total increased if Unit ŗ. nmber of vot f the Project shall of be ject is otes in the ct is extended ended to one ťö

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servants, licensees. exclusive the J Elemo for t Occuj Unit not erv nit Owner. Th lements the only to ing н 2.4. ight pur such Jse to use to use in common we irposes of accest , and enjoyment of to use r. The right to use each Unit Owner, b ts, family memb each Unit each Unit each Unit each Unit wi use and to in Use tenant Unit possession alone or wi of access, ingress to, egress from, use, joyment of the respective Unit owned by su joight to use the Common Elements shall ext init Owner, but also to his or her agents, family members, customers, invitees, and r, each Unit Owner shall have the right to possession of the Limited Common Elements alone or with adjoining Units. Elements. Elements other Uni (except hit Owner Each Owners, Unit t the ası may from, us Owner Limit er shall ted Com be extend and such TT. n ы ст О rquir ommo have the ed

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be subje Article and Elements subject regulations Restrictions. ents, including of ť ncluding the Limited (to and governed by the f this Declaration, ar ions of the Association Association. the ő and Common use provisions the By-Laws the Element Common of n and the shall rules Act

leases, cused for pursuant the Board the subject easements wi Π By-Laws. authority to an ents with Board may adopt thority to rent, le , concessions, or or the benefit of nt to such rules, to All income the respect to provisions Les, resolutions, or or prescribe. or ty. of this The and nd grant conce of the Common Declaration Association es shall be held and of the Association, or regulations as Association conces be held Elements, and sha from the and have -

liens, the respon severally liable the lien and for attorney's fees, const. Proje c. lien rather han ect a11 õ - اسم hen. itutes c than a the other encumprance utes or may constitute a lien againse the Common Elements, or any protion thereof than a lien against a particular Unit. If les than a lien against a particular Unit. If les the Unit Owners are responsible for any such the responsible Unit Owners shall be jointly a the responsible Unit Owners shall be jointly the responsible for the amount necessary to dischare ly liable for the amount necessary to dischare including the The Association for the amount necessary all costs and expenses, incurred because of such n may which, in tute a lien tute a ny ticu discharge n, in the e any mechanic' Board's opinio jointly thereof dischar such ц Це and ge ល on. ß

areas shall be allocated and respective Uni **D** use regulations as the not so used by Unit used in such manner Owners ã ar in in コオ all be ng. Parking spaces II be part of the Co and re-allocated fr e Unit Owners, and c e Unit Owners, and shall be used by such such manner and subject to such rules ns as the Board may prescribe. Parking ed by Unit Owners may be rented or other uch manner as the Board may prescribe. cated from time ts, and shall be and subject to Common in the Elements, outside to time тау rking space otherwise parking to such and the рe Uni (T 000

2.5. remain und partition suitable f Mortgages a11 par Mortgagees tition. 1 .5. No Part ion or Elements object of an ship théreof of a Units action sh 1a.11 H 0 Ē H or of

means all Com one or more a thereto, the the lawful Oc Declaration, Elements shal ducts, electr Unit and air portions or vestibules, neans all Common Elements serving exclusively a single Unit one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit, or use of which is reserved the lawful Occupants of such Unit or Units either in this peclaration, on the Plat, or by the Board. Limited Common glements shall include, without limitation, convectors, pipes jucts, electrical wiring, and conduits located entirely withing for tions of the perimeter walls, floors and ceilings, doors, restibules, windows, and entryways, and all associated fixtur and structures therein, as lie outside the Unit boundaries; the mail assigned to each Unit. boundaries; Elemen le Unit eserved doors, within ma 'n th 111 0 n 2 such (T 17 ò ход ō m a

any Unit Elements to be mut Elements of such (2.7. Encroachments. If any p shall actually encroach upon any Un actually encroach upon any portions any Unit shall actually arrest assigned mutual encr and and d Units are shown by the Pla d the respective Unit roachments, sc y por Unit Owners the of the Plat, ther ctions f the Common another Uni same shall f ល ame s if any m. Unit, of the Ð shall Unit shall n Elements, the exist Common ť as the Common mon El shall be deeme the ext Common .ement Or Ð. Ξ TT. õ j. ťΩ

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GEMENT OF PROJECT

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Iowa nonprofit corporat all the Unit Owners for administration, and ope Act, this Declaration, The Association. ofit corporation, hit Owners for the operation of on, the Artic maintenance, on of the Pro Articles of I which The Jordan shall e, repair, roject, as uject, as provided Incorporation, and be Square the Ass governing bod replacement provided in ociation and the ÅΓ n the fo ВY 0r

Laws sha Ē isions B be Board. -elected a The and В y-Laws Board shall 0f serve pirectors rve in acco accor 0 of the dance Associati with the no

prov. to not **D** hall đ be ime ۵ be deemed as Fiscal Year. the б Board be conducting deems the The e fisc Board advisable. Th ting a business al and Ð тау ũ H, The 0 be ħ e changed 1 e Associati of any kir th **D** As ហ ö ö kind. fron rom j.... shall 0 rt 3 fm ō

accordance By-Laws. Assou and a applied c. all ЪХ funds lon nds receiv it for th with the shall Ó in. .بر ج be for eived the ALL provisions h use 0r Уд act t and the ivit he ties undertaken sole benefit of Association sha benefit of Unit s of this Declar sole f Unit Owne Declaration shall by the Owners be th Un held and jii. rt H n 0 wne r and 5 D. н ta

D Members Each Unit Owner shall be g member 0f the

ct 01 owner Owner provisions of automatically \mathbf{r} ົດ imultaneously succeed he Association. in O ã ship iation upon interest ສ 0 the the By-Laws. terminate when long conveyance ц as ρ he ç new 0r the Unit Þ 0 R he she Unit he or former transfer Owner 5 s a Unit Owner's she uer, the Unit Ov ier's members ceased to " ir of ne new Ui Owner's Owne Unit ы Unit be ship nit Owner membershi Owner's ß [du b ject shal Unit **m** – shall lp in O

authoi ren replace thereof the prov provide Owners. notice. The Board be obligated) to end the Board deems ad 0f **C** agreement еr the minated reof, to the provisions H • Ity Units • such administer The shall Management ő Уq the) to engage, s ems advisable to the extent services for cost of such the extent deemed advisions of paragraph 3.3. The all not exceed one year, year the Association for carbonard shall also have the board shall shall also have the board shall engage ngage, supervise, visable to clean a extent the Board res for all or any († anđ he d operate services Board year, The of an the any The cause upon lsable any portion 3 shall be a the and and an Pro and the deems it Boar and the agreement se upon 30 days' w a authority (but s ad control such em maintain all or term agent ojec by <u>a</u> of a the shall all or a t advisable of the " ۵ c† 0 R 0 Common or any Board Ħ management such employees all or any par aintain ha Unit Ae par Expen shall subj wri тау the à t o rt ten ß m be â Ø õ no pair C⁺ ct. a S Ó

3.3. Pr for mortgage Association (professional professional management set waived by FNMA, and the pr all first Mortgages shall Association to terminate p (FNMA), (FNMA), the management MA, and the nancing nal Management: ng by the Federa the Board shall by the Federal I le Board shall hil lt services, unlease le prior written hall be required hte professional unless al al Nat hire н approval (to effect management h the exper this ional Project requ: 1 of ienced Mort b and as: the :gage rement 24 assum holders sion by approv yy the self-ທ ດ rt 0 **C** ۲ħ

management eement r resider service ity 4 to lease idential paid 0 | Hin guarter by the I O e shall be a Common street to ar purchase, larters for Building Personnel. leased b a Common Expense. sed or purchased for art of the Common El The ard Elements any No more building A11 shall such such Unit Un н . hav Ø n t lease al 0r Ô 0r 20 L

agree other perso other debt author onnel ement or Mortgage shall r residential quarters onnel shall constitute part sale

Υd C⁺ helω rees, contractors, Use by Developer s, and shall its, the Developer d subcontractors, a l be entitled to ac or Agent. Es, the De During r and its and their the its its riod of agents respe πä 0 c† ive

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may тау цП ts, may use one or maintian customary use and show one one 0 r Or more of y signs more 0f ---such In cor such Units uch Units as connection as the as Q sales (erewith a mode 0 Ĩ . Unit)ffice ā • C and Ĥ

omissions of any nature whatsoever as suc officers, or Developer, except for any ac a court to constitute gross negligence of shall indemnify and hold harmless each of Board, officers, and the Developer, and t executors, administrators, successors, ar with the provisions of the By-Laws. Developei Associati Unit Owne omissions •: 5 5....Non-l I ON Neithe nor for any Liability of ther the Dir the peveloper shall mistake of judg ture whatsoever Director fectors, the shall be judgment ment or for any acts as such Directors, than any acts or omissions rs; Board, f and their of the Directors,] their respective and assigns in acc personally or fraud. officers, or office ally liabl ...e Board, ______ bound b The Unit Or rectors ive heirs, accordance Ē 01-. D ល Û б Б 0 Owner h-nthe th ē σ Ð D. Ř

3.7....Bo dispute or di project or an provisions of disagreement seethe each of eek the Boar other Board. e dispute or disagreement by the and all Unit Owners, subject to other remedies provided by law Board any que of the shall ard's Determination Binding. In the event of ar sagreement between any Unit Owners relating to t y questions of interpretation or application of the Declaration or By-Laws, the dispute or shall be submitted to the Board. The determinate or disagreement by the Board shall be binding e or disagreement by the right of Unit Owners Unit Owners, subject to the right of unit Owners medies provided by law after such determination be binding (any н и the on Уq the ion б

· COMMON · EXPENS E

Expenses. Except for its responsibilities as a Uni provided herein, the Developer shall not have any r for the maintenance, repair, or replacement of any such proportionate share of the date this Declaration is owner shall be determined in the manner provided in with the limitation, however, that the share of the and expenses for Expenses and expen unit Stal with ŋ O Hrd 너 D and expension Garage Buildings Unit Owners that Owner stalls Owners owned. operating shall be s own G 1bilities. pay his or for its i Garage the maintenance, repair, if ng (including utilities, if e segregated and assessed a age Stalls according to the 0 U. • H •] Each Unit)wner, Lonate any share including any is r for d in the Uni the , replacement if any) the against н part esponsi ĊŦ. record of the t Owner Common the numbe each Umit of By-Laws the e d н bili the the Common ty -

provided in payment of h by waiver, n Limited Comm accruing fr due and pay Unit Owner provisions be any Ui the Co inter y waiver, non-imited Common repayment in such y Unit Owner shall fail or re e Common Expenses when due, t terest thereon at the maximum such ng from and after th l payable, shall con ner in the Project ons of paragraph 6. t thereof h amounts non-use, his he оr Г By-Laws. in He. her proportion e, or enjoyment Payment required and at su ail or refuse to make any such payment on due, the amount thereof together wi maximum lawful rate in the State of the date that the Common Expenses be constitute a lien on the interest of set and his or her Unit, subject to th **ب** No Unit such ЪУ of ionate share of the Commo lent of the Common Element abandonment of his or he Common rt Common Expenses, in contract for sale of times as determined imes Owner as shall. the Common be including of exempt in her μ Un the 'n Unit 0r 너 Γħ of s the rt i xpenses H om an become f such wit manner 0 fi shall Iowa 5 н μ.

such charges as available for th in favor of the . in of at owned by O HH actions common Expenses or foreclose the lien against the symmed by such Unit Owner, and interest, costs, and interest, costs, and interest, symmetry's fees of any such action shall be added of such assessment. Each Unit Owner, by accepts of recording a contract for purchase of a Unit, by accepts and its agents the right actions against 0r ommon torney's 4.3. Enforcement against the Unit Ov collection of his (the a debt and to enforce he enforcement of such Association and shall ò **m** Lien personally obl her personally , enforce the 1 , by acceptance of of a Unit, express 5 and power to brin the lien by liens. The be for the cr rd may brin ligated to ortionate a ainst the added t bring the ťo expressly vests to bring all y all methods e lien,shall t common benefi share Unit б collection reasonable рау the an e of a deed 0r ac amount Unit Ť. the same ion i te 0 'n Û Hh. Ô

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of an Owners share foreclosure convey the s -11 times be be same Owners sale have subject re the power to and to acquire The б enforcement acquire the.provisions Board bid anđ acting on of nodn hold, lease, morgag the lien hereunder of an behalf paragraph intere es morgage TT. the Unit foreclosed ი ω shall and at at

other char(separately including t Stalls, if the Common such taxes assessments project as a thereof in accordance with his or her respective percention ownership interest in the Common Elements, and such taxes assessments shall be a Common Expense. Without limiting authority of the Board, the Board shall have the authorit such taxes or assessed to e Common Elements, harge irges of an the ges of any assessed any, b any, and the corresponding percentage of a seessments, as provided in the Act. In the assessments for any year are the totage of a seessments for any year are the totage. for whole. any year · Real· al·Esta a t their proportinate share of which taxes are assessed on 2 any year are not separately ut are assessed on the Proje erTaxes ឧទ Sessing Taxes authority shall b authority shall b or his or her ofa Garage of the percentage ownershill ne event th Project taxes ing orit Stall Unit the share age of th taxes be g b G קיר ד ד as 000 рц ĺn 0 r ຒ

project shall be shall be the Ass Owners, without provision shall Expense. Unit Own under and the made shall Association, and all policies a deposited with the Association obtain coverage at their own e and execute memoranda of 11 provide th other risks. Premiums for Association shall be paid in coverage at their own expense for their personal other risks. Premiums for insurance policies purcha Association shall be paid by the Association as a Con Association is irrevocably appointed agent owner and for each Mortgagee to adjust all claims and r insurance policies purchased by the Association and ő • the and Insurance Policies. Al. shall be purchased by the the Association individua without naming them, and a n shall be made for the is de that payment Association or ance policies deliver rele insurance each Mortgagee to Licies purchased by r releases upon pay cies. All insurance) ed by the Association individually and as hem, and as agent for an Аq ťо and insurance and their the the insure 0 R issuance of Mortgagees. insurer for payment of such trustee. trust endorsements tion. The as agent f for their or their Morgageees. Mortgage endorsement s. Such policies policies ee designated losses shall Unit purchased by for name shall and Owners Common upon amed the arising for n the insured t O Uni Уq be be may erty each the rt. n

4.6. following insurance 3 Ë ance coverage +v All J Coverage: Buildings The Association and shall obtain shall the Ъe

shal the] costs a. Ca insured in pro H eplacement tection 11 be insured for it Board of Directors. be A11 n an amount against: personal value, ount equal to the maximu , excluding foundation nal property included in for its value, all as d ctors. Such coverage s maximum improvements imum insurable on and excavat s determined annually by shall afford excavat ō. р. О

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and suc Ч uch cover Board the b. amounts hard of unts and with such (ard of Directors and w er liabilities of +' e Association the with e Unit coverage Public blic liability ins erage as shall be n cross liability t Owners jointly insur surance in required by endorsement and severally

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member the Ass also deems person is or a member of member such D insur member Association have forms a ance desi of of Birecto any shall the H. able, in such amounts, from such sources an as it deems desirable, insuring the Project he Board and officer of the Association, an such was committee ors Ηh be 汨 ρ g mittee appointed pursuant to the By-Laws rom liability arising from the fact that a Director or officer of the Association a committee. The premiums for such a Common б and Officers' Insurance. The Bo to and may obtain such insurance Expense. obt Board Boar o and and Ťh. as **Q** each each sha 'n Ht Or 0f the μ ىــــز

Directors ß other. s shall determine Such other ins insurance rom time to ö as th o time the •

property to such (th purposes of the Ui shall the int Declaration as the shall not be liable such proceeds. sufficiency he <u>4.7.</u> erests perty losses shall be paid to the such other entity as may be design Board of Directors, which trustee laration as the Insurance Trustee. Association, the proceeds Unit elsewhere purchased may be liable for I y of policies, The duty of th sewhere stated Owners and the urance appear as are Г Бу by the Ass ne Unit OWI paid and be paid payment the Insurance Trustee shall id and hold the proceeds in ed in this Declaration and their Mortgagees in the fol 0r shall Owners, the 'n Sociation to trustee to the Assution to the Assution the Assution the Assution terms of the terms of te provide of of premiums, the rufailure to collect and 0 fi Trustee shall Association their shall proceeds The that as insurance referred to i eferred to in this Insurance Trustee Mort a11 be the renewal for tgagees as proceeds following as trustee A11 for the be to trust any the insur benef insur trustee as cover 0 R for shares receive thei benef ance anc it the nefit 0 R ing 0f Уд Ø ..

allocated Building o account E share Common according lements being a. <u>Common Elements</u>. Elements: an undivided eing the same as the undivided snare in the s appurtenant to the Unit, except that the of damage to the Garage Buildings shall be ed to the Unit Owners who own Garage Stalls ed to the Unit Owners who own Garage stalls g or Buildings for which proceeds are payab ç the number 0f sna which proceeds are stalls owned led share for each t undivided share in proceeds on each Unit account payable the proceeds segregate in the 0f Owner Common and dama • such ē ed 0 ц and

þe b. held Units: Proceed oceeds undivided on account nt of shar 000 damage .. († ö Unit 5 shall

Owner, which Association. ct th he 0r E costs the Unit ts of When the Residen Owners of d repairing t cost shall idential damaged Units in pro the damage suffered 1 be determined by th Building 5 the Ч Åq nod pe each tio ß IJ S tored Unit to

(2) Wr undivided the sam Unit : squar uvided share f same proporti t as the squar are feet of da When square of dama the damaged Unit for Building feet each to the in Unit Owner, he total pro 24 24 total proceeds such Unit bear 'n not ç be be res share for di to th tored, the re being damaged the tota an .al μ'n

debt any insurance proceeds made to the provisions of this I be re right debt held shall have any determination interests may issued ight reconstructed or representation or have in Ω as trust apply Mortgagees: to a Unit, as H appear; right as to v 0r or the Mortgagee and the Unit Owner as correct, provided, however, that no Mortga right to determine or participate in the right to determine or mot any damaged property is to whether or not any damaged shall have applied to the reduction of a Mortgagee proceeds except distributions of such the Unit Owner and Mortgagee pursuant Declaration. If share Q Mortgage of e the and hr a no Mortgagee sh o the reduction o ot distributions and Mortgagee Pur endorsement he Unit Owner the Unit Owner Owner ons of such pursuant to property shall hav has shall as bee Mortgage :ġagee have he the ba Ξ ő shall μ. r any the

4.8. Distributed policies received be distributed to the following mann 8. Distribution o es received by theted to or for mann ē Ĥ. . Off Association the benefit proceeds. of proceeds the ins ur beneficial ance Of insuranc L_ rust owne ee Ē ល 5 н nall cs in

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trustee a. Expens tee shall f payment. be paid of Trust. о К A11 11 expenses provision s s of the shall be be insur made an f 0 0 0 0

b. Reconstruction c the proceeds are paid is remaining proceeds shall as elsewhere provided. A as elsewne defraying owners, payable of any M such Mort any Mortgagee gagee. e jointly to t j such costs st of aid is shall them. to Unit þ d. Any shall b Unit . Or be 입 This Repair: y proceeds remanning y proceeds remanning be distributed to commers and their and may his is a pe ri paid to d ired مد b defray the co be be enforced ed the damage Mortgagees for the ber econs , for ,nstruct , cost , aft, λq benef the benei such Th CT ficial es being benefit :ed such ----à -5 he

shall det them Unit Owners Unit c. Failure ermined that t be be reconsti be distri and This may unat the constructed stributed and the constructed រន re to Reconstruct or Repair. If it is the damage for which proceeds are paid since fucted or repaired, the remaining proceeds buted to the beneficial owners, remittance their Mortgagees being payable jointly to a covenant for the benefit of any Mortgage be enforced by such Mortgagee. g be their c.Repair. If it is a shall ich proceeds are paid shall the remaining proceeds the remaining proceeds the remainers, remittances Mortgagee Ч à 'n Ē j, Of č

cer the dis and their Morts tificate by Unit Own rt. ribution. Owners tificate. In making distribution insurance trustee the Association respective distribution shar 0 0 0 as may i as to 0f ťо the н Unit the ely names nodn Own er g 0f n

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S MAINTENANCE , RECONSTRUCTION CONDEMNATION

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5.1. Ma maintenance improvement Maintenance of e of the Units ther the řh. • shall Unit and þe н ß s: Responsil restrictions as follows: bi upon 1 ty the Ĥ alte the H, B rt. ە بىر ò and

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(1 contr thereto, c including floor, loa which portion outside walls and exterior tounge cibuting portions load \mathbf{P} Ē port ц. s shall include but no s shall include but no of the Building and a eof, boundary walls of not wood sub ions j roddns 0f þ Unit Of the except t not be limited to nd all fixtures on s of Units from ept inter Resident limited to basement ior att walls slabs ached surfaces, Building, <u>ں</u> the the <u>ה</u> rt. n -

(2) facil are co the A such (2) All condu ilities for th contained in Association and 1 items are conta conduits the the ts, ducts, plumbing, wiring, and furnishing of utility services the he portions of a Unit maintained d all such facilities within which tained. d othe which ch by H

Ass wor (3) All ir rk shall be sociation. incidental be promptly damage repair e c aused at t the to expe ρ Uni pens 0 1 оf such the

σ By Unit Owners. The Uni 'n Owner shall ••

(1) Maintain, repair, expense all portions of t be maintained, repaired, Association, without dist y, repaired, and replaced without disturbing the ri and nd replace Unit, exce rights at рд рд the the his 0 Ē. por 01 0 r, Ъ 5 Ę. Ð Φ ons H H. du μ. Ч ct

Owners.

expense th including outside heating ng any port the Unit, equipment the Maintain, air in, repair, and replace a r conditioning equipment portion thereof which may it, and all appliances, f ent located in his or her may her fixtures, r Unit. at at his or serving be locat 0 R the and ed he Ħ ЦIJ rt,

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0 3 щē ē d ed for which (4) promptly r repairs, h is that • report, the re t to the Associatic responsibility for Association. ц с р 1 any the re y deflect o remedying 0 н

prepared by an architect licensed to practice in this st shall be filed with the Association prior to starting of work. Any Unit Owner may make alterations, additions, o alterations to the perimeter walls of the Unit caused by nails, screws, staples, and the like) without the prior responsible for any damage to other Units, the Common Elements, the Project, or any part thereof, resulting fr such alterations, additions, or improvements. This incl the right of any Unit Owner that owns a Garage Stall of stalls to install a garage door opener after first givin safety o without the right Stalls to otherv nor th such nails work. add por the shal the Uni ts Ψr not Elements, н improvements alterations prepar ي السو CT. i ce Associat . .+ ions the W1S ions in or in first Associ Ð which d of Di of of any Unit install a 9 writing to soundness of rst obtaining ation, remo thereto, or be ք D ch such wor! Directors. iation Unit rese מ tion remove any H ve 0r and I ed to shall garage door o the Board đo Building he do anything which wou the Building, or imp g approval in writing $\overline{\mathbf{x}}$ approval k is to be Improvement the Develo A copy of licensed make lod be any al which tion of Directors of done and oper, neither alterations plans ther are eof would impair for ť g for the the approval r all of such be make make any jeopard: as Ħ any in maintain own g Ħ Unit prior r shall the ay ll or giving eas ົດ such includ H ŋ •سر • state Уά 0 ze e ement h Of led Owner rom or Ē of work the Уq đ σ al1 e s ā he Ð

ഗ N Maintenance of Common Elements.

of Ō a. By Association. Common Elements shall Association. The be t, mainto the rea enance and operat sponsibility and ion expens 0 Ē'n ō

D. Alteration and I the improvements included contemplated by ++-alteration provided, Common F1 rights of a altered or f contributes perc. done pr the Ð same assessed ach lor e if the initial н ient if ights other H led,however, 1 Elements ap approval atio 0f of unit Own ,r any Unit ,r unit Owner ,ne Unit Owner tial cost th ishall b io ag ρ ħ Unit Ov further to the nts approved in writing by not less the f any Unit Owners with f any Unit Owners with f any Unit Owners with Owner assessed r shares shall be cost improved, wh cost thereof and Improvement. Af Iuded in the Common Declaration, there in be the to the in the no whether Common the Common E adjustment t approve are are of any cos other Unit Ow Element: or not t C⁺ improvement ter the lanents Elements in the shart the Unit (Owners in interfere complet which than not bear the eved without he Units; t of the ar may 0 0 of 75 Owner Ō -rt Ð 1 1 the ď lon wit from and be 0 Ъ ~... Ξħ.

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mai. Lim Di un th th its 20 н be be benefited replacement w her uch oa Or in ntenance of ited Common H the reof rd s dis a. Ass cenance maintenance, he account of nance of, repairs d Common Elements part to Unit Owner scretion, the Boar part Suc uch ц. Ц. by such maintenance of, repairs to within the Limited Common Elements nance, repairs, and replacements in ount of such benefited Unit Owners, h their own funds, and procure and lien waivers and contractor's and si ō 'n sment. ments may be provided and assessed Owners benefited thereby, and fur e Board may direct Unit Owners who At to, the and replacements within discre tion t Owners, pay the cure and deliver r's and subcontra of the in ť Board the ő and n sed in further c sta arr name the th, ange ġ. ictor D ťo cost and whol and the at for ດ ť ้ด

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sworn from arise ω מיק ¢ **D** Ξ C⁺ Ð em fr Ô ani nt to à ΰ. Q - in may 0r ma be 1 6 requir n d S ť lien claims the t 5 שים CT H 0 Ξ -آ <u>a</u> Ð ic a đ

preserv Unit Ov assessment of the nece maint discr author a11 **D** maintenance notice of t delivered iscr scre or any portion of the Units, the Board shall hority to maintain and repair any Unit, if su ntenance or repair is reasonably necessary in pretion of the Board to protect the Common El. owner of the Board to protect the Common El. owner of the Unit has failed or refused to I tenance or repair within a reasonable time at the necessity of the maintenance or ref ssment against the Unit of such Unit Owner for he necessary maintenance or repair 0 Owner Ē et enance or L. 1 levy a r for n to ti maint ject ťö e after repair Elemen Suc o perfo after in hav rt. en Б ቨ and 5 special the cos an 0 D. C⁺ writ rm a n ¢, **1** ne 0 5 D. 0 int i rt. Ъ 1h rt. en Ð

may be of this rights the po invite Common maint Owne n otherwise b such damage luch this paragraph hts with respec policies of in this be in H r, -tee, lic-on Elements rnce, r determined licensee Damage: If, due to the tenant, family memory, his or her agent, servant, tenant, family memory, licensee, or household pet, damage is caused to the ements or to a Unit or Units owned by others, or ements or to a Unit or Units owned by others, or ice, repair, or replacements are required which woul be a Common Expense, such Unit Owner shall pay for the a Common Expense, such Unit Owner shall pay for the a common Expense, such Unit owner, the provision termined by the Association, however, the provision termined by the Association, however, the provision baragraph are subject to the waiver of subrogation baragraph are subject to the waiver of subrogation th respect to casualty damage insured against under ce, re be a (his or ph are subj pect to cas insurance the act or negle ervant, tenant, 1d pet, damage i or Units owned b cements are requ , such Unit Owne H H C ami ι h provision rogation Û member ПD under would sions rt. ۲'n rt 0 he ag Ĥ.

Association or Board, or the Managing Agent with app the Board, shall be entitled to reasonable access to individual Units and Limited Common Elements as may individual Units and Limited Common Elements as may individual Unit or Limited Common Elements in the ev individual Unit or Limited Common Elements in the ev emergency, or in connection with maintenance of, ref emergency, or in connection with maintenance of, ref Elements, or any equipment, facilities, or fixtures Elements, or any equipment, facilities, and Limited or serving other Units, Common Elements, and Limited governmental authority. ized representation appresentation of any d common Elements as may d common Elements as may have in the ev an appr repair: Common tes. event cepair ť th ല σ 2ffecti Common тõ Ó ō Ξ Va a ect -លß 0 j_ • Ξ'n 0 ing 0 Ē ω mh.

such Unit, as may be required from time to time, including painting, wall papering, washing, cleaning, panelling, cer-tile, floor covering, draperies, window shades, curtains, tighting, and other furnishings and decorating. Each Unit shall be entitled to the exclusive use of the interior sur-of the perimeter walls, floors, and ceilings of his or her and such Unit Owner shall maintain the interior surfaces in condition at his or her sole expense, as may be required f time to time. The maintenance and use of interior surfaces ex wi int Бе n ach thin me to time. subject to t ch such Unit his erior Ð 5-0 r surfaces t to τû 5 Ы her all C â G the H sole fur Owner shall ces from time ω Ē. nish 3 rules ā expense Les and shall h h and Unit Each nd regulations of 1 have the right t ne to time as he o and Ъ Uni ŏ н F . T P imite Owne se, as may be required fr use of interior surfaces ed ە بىر н 51 Common e сu rt Η or to 0 R hi the Associati decorate su she m 'n Elemen g 1 1 1 1 1 <u>o</u> Ц ec ā Ĥ Ē. ົກ 20 ຍອຍ 0 such at cerami ທີ່ມີ surf ion, er ing fr Hh. 4 rlom faces Unit Owne C⁺ goo bu but shal a and ⊂ سΩ

surfaces Unit shal of that U extent Units L a Associat Element imite ā Ð n a shall it Un ົ້ວທີ Q ល aus n 0 'n Common aused Ĥ ion ratin with of Уq وسر ing or the Units as thin the Units as the mon Elements) and any redecorating of Units d by maintenance, repaired by maintenance, repaired by maintenance, repaired the Association, shall the Association, shall forming part of the Common be ้ห a11 11 windows cleaned an No Unit O of the ows torming part d and washed at t it Owner shall de C ommon on, shall be furnished by the Common Expenses. The washer ; the a perimo expense rate the Ř. her Ed a Eing r th and l by the le inter ā Ηh. 0 por Ξ othe Uni the Un: J of ts t'r wall int t ß than ior dama the р. О б 040 Ř Fh ct Fh ΩÒ the le to 50 Q)wn 11s ō Ξ H.

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or her Unit detracts fi determinat: Unit rom visible the the le from outs appearance the Board or outside on such matter of the such Unit in any the Building, and the matters shall be manner the final which

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manner: 5.5. Determination he Project shall be econstructed or repa . Determination to ination to Reconstruct or Repair: I be damaged by casualty, whether repaired shall be determined in t the If f any part shall be following ar CT. 0fi

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Common within within 30 days after determine otherwise. g Element, Common Element: ement, it shall days after the after If the damaged i be reconstructed casualty 75% of t improvement is a or repaired unle the Unit Owners ខ្ល

σ. Units.

(1) Lesser Da constitute less t reconstructed or the casualty 75% 1 or repaired unless 75% of the Unit Own Damage: I s than 80% л Т of the damaged i f the Units, t unless within it Owners dete the đ improvement
they shall 30 hey days ys after otherwise. be ta

s within 30 days afte Owners determine that improvements hey will not after as plan of without : the such of σ

damaged Units ir Garage E in In a determination as to whether 1 improvements constitute less that 1 n paragraphs (1) and (2) above, and 1 Buildings shall not be considered. ther or not than 80% of any damage the c† б he any

condominium plan shall apply. (4) Τn case of of termination ownership, of a11 all or part provisions 0 0 m m the Act

c. Certificate: An insu certificate by the officers of whether the damaged proposition epaired. insurance rs of the I ы. С t 0 be Association to d be reconstructed ely determine 0 T nođn Q

ហ 5 ···· Reconstruction or Repair

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repair must be specifications according to pl a11 of Directors damaged 9 Plans. Units, and by and pression in accordings, or, it for the original Buildings, or, it lans and specifications approved by lans not less than 75% of the Unit nd by not less than 75% of the Unit and Specifications. Any H econstruction nit Owners of unreasonably the the not, ion or plans Board and

withheld. repair i ponsible <u>о</u> of Responsibility. If th one Unit for which the r is that of the Unit (the of maintenance In and be

parts and the damage is only to those responsibility of maintenanc Owner, the Unit Owner shall b r and repair after casualty. I onsibility of reconstruction an that of the Association.

responsibl all other repair aft after is that of the Unit Owner, the e for reconstruction and repair instances, the responsibility of er casualty shall be that of the

c. Estimates of Costs. Immediat determination is made to rebuild or re for which the Association has the resp reconstruction and repair, the Associa reliable and detailed estimates of the ild or repair damage the responsibility o e Association shall o es of the cost to reb iately a repair after Q of obtai t 0 prope rty

reliable repair.

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d. Assessments: ufficient to defray t

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the c made Owner be made control ex Common Elements, ex amounts to provide amounts of damage ree and econ 00 made ons case under ភ Ð ល pa ť that against uct uct н Уq this ion ion own đ and and he сt paragraph sha Garage Stalls except th de funds f ge to the he Assoc repain repain repain g Unit the Garage ir or upon th ir are insuff : Owners in t HH g for đ Garage shall | or the 0 R in the case ... ge Buildings, in payment of such Buildings, any made against be if the H at any comple cicient, che case . Թ such as **T T** ime in 90. damage t in suffic ch costs assessment only the Ur ñ smen 0f dur 'n i G T с 'n ഫ ien sha Uni the In rt. r, Ē ¢,

is eac inc applied and at H par Boar aid damages xpense. torneys, cident thereto rticipation in ta 0r other **σ**ι à Uni Iken neys, appraisers, architect ther persons as the Board c r advise it in matter acting 0r 1 g <u>condemnation;</u> or threatened t owner shall t paid awards as as at their such pr ard trustee as the Board deems necest in matters relating to sut for any such taking shal. trustee, and such damages of s provided herein ed to be taken by 1 be entitled to their respective h proceedings by architects, obtain and General engineers, н .т Р ngineers, e necessary expense. the Boar a11 to such proceedings. y shall be deposited wi nages or awards shall b partic condemnation participate for Board shall such exper ie i ie i or advisable The assistance j -1h n rt. Jd be xpense ¢, C[†] witnesse he he Ó ã a Boa Pro Joaro eedings -- of b B G A11 . th o o rt. Ω ñ ШO Ó th nd ō

5.8 brought shall ha resist s restore damaged. may or members Owner determined, condemnat б call I have the sole authorit st such action, to make convey such property t emnation After the damag in have by ξ^{ίο} proportion to a meeting of by a majority insofar as pos ondemnation condemn the sole such damages Ø ofto on of Common E a portion of t authority to to make any s ty vote may possible the the Association, at which vote may decide whether t sible the Common Elements damage or his or or aw ц her the ards shall be her ownership sett Ele determine settlement awards Lements condemning author Common for be paid to (ip interest. which meeti If any a Elements whether whet] with such ťо n respect ithority i ch taking o replace so taken ac n 5 each ing rt. rt. defend Ó 5 in The ō Ē are the ther Unit ВО lieu Во ຒ eto l Or H **D** ف н <u>Å</u> 0 Ξh.

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created fr affecting extent of interest i Stall or S опныни ight inter cight 0 H his Re 0r n S S sub or from in authority in Stalls <u>Righ</u> oject c her his the the the **r**+ Pro the date Project or her o rt Unit to these provisions, Unit together with t Common Elements. project or any par or her own Unit, a Common Elements б C+ 10 н. Е t 0 Mo any. R make or hereof a her or tgage any l part create Each and and the appurt Mortgage or t thereof, e the Unit No ť or o grant separate respective owner Unit Owner shall respective ow enant thereto, Owner grant cause except other ť S Б Ù shall Ę be ownershi ownership to, and Gara only made Ъ .i en lave Mort ц hav g 0r ъ gage Ø 5 the ត 0 H D ťh ū 'n ល D

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provided by 1 fire or other condemnation Ω. provided the her he Project, law in the or casualty eminent or in c c domain case except in of the ror abandonment o substantial dest he case of donment or terminat tial destruction by of taking by

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payab prior Owner of re ayable 6.3. Lien Subordination. The lien for Common E. rable by a Unit Owner shall be subordinate to the or recorded first Mortgage on the interest of such her. This paragraph shall not be amended, changed rescinded without the prior written consent of all record holding a lien against all or part of the 1 such all Expen lien Proj penses ien of a Unit modified, Mortgagee roject. ⊕ n

be entil Associat financia the end written represer vritten noti cepresentati iσ ÷ A M Litled Lation of st Mort any ice ive atement to: (during to: (a) inspect the books and records of during normal business hours; (b) receive and atement of the Association within 90 days for ay fiscal year of the Project; and (c) receive of all meetings of the Association and do ye to attend all such meetings :gagee): (a) receive and desig of the an annual following gnati wi1 lual ىز ß

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6.5. substanti stall or will be e destructi document other distr is 5....Insurance Proceeds Upon Damage. In the event (antial damage to or the destruction of any Unit or (or any part of the Common Elements, the Mortgagee (be entitled to timely written notice of such damage uction, and no provision of this Declaration or any nent establishing the Project will entitle the Unit (party to priority over such Mortgagee with respect ibution of any insurance proceeds. Owne of or othe - Ēn ő ĊJ ĊU) G ťh H. ye Uni H or he dt.

proposed other doc Owner or to the di stall of portion eminent entitled λq 6.6...Condemnation. If any Unit or portion thereof or call or any portion thereof or the Common Elements or any prtion thereof is made the subject matter of any condemnat ninent domain proceeding or is otherwise sought to be acquint the a condemning authority, the Mortgagee of a Unit will be opposed to timely written notice of any such proceeding or the document establishing the Project shall entitle the U ther document establishing the proceeds of any award or settlem QJ 5 condemnat settlemen with the any acqui ion be 0 or Ř Unit respect ement. 0r G وقبيز H 0 n ar O. any Q Ô. ۵ 0 Ĥ. D.

sell, transf Stall or Sta first refusa Association. 0 or Stalls, refusal or stalls of First Refusal. The right or otherwise convey the Owner if any, will not be subject any similar restriction in f to al avor ß 0 Ξħ f a Unit Unit and any 0f right c f the Own 0 È тн H ag le to

virtue of foreclosure of the Mortgage, or by deed or assign in lieu of foreclosure, or any purchaser at a foreclosure s will take the Unit free of any claims for unpaid assessment charges against the Unit which accrue prior to the time suc holder takes possession of the Unit, except for claims for rata share of such assessments or charges resulting from a rata reallocation of such assessments or charges to all Uni including the mortgaged Unit. n of -Under Fore and Garage de нj rage Stall 0 on i Each Mo Stalls assignment m a pro Units such Mor ω S al đ gag: .e, and ъ Ð n Ó ß

shall be entitled to Mortgagee. The of any default in the performance o Declaration, the Articles of Incorp rules and regulations of the Association written Incorporation, Association, W in 30 dave he holder notice obl which H O ligat: the l нŤ om ຒ By-Laws default ion fir under at Morto . 1 or цЪ -gage Latio this no đ ā on he

hin 30 days. OCCUPANCY RESTRICTIONS

Declaration for purpose related com Unit or any used as a s)eclarat 1 on on and other Ъ Unit Б than BY-L ю. Subject to the provisions of this Laws, no part of the Project may be u n as a single-family dwelling and the s for which the Project was designed. e adjoining Units used together shall whether shall ō

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common purposes any two or more a single-family

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(a) maintaining a personal business handling personal b correspondence. Si incidental of these re pro Uni **H** · O rthis is t esidence shall Ч ablished ct De as ssional clar an nl to th restri ancillary at elsewher and quasi-professional person may use his or her and quasi-professional person may use his or her incillary or secondary facility to an office elsewhere. The foregoing restrictions as to all not be construed to prohibit a Unit Owner from: all not be construed to prohibit a Unit Owner from: iness or professional library; (b) keeping iness or professional records or accounts; or (c) iness or professional records or accounts; or (c) sonal business or professional telephone calls or sonal business are expressly declared customarily ce. Such uses are expressly declared rustomarily trictions. and ion the shall om ملبز on ...

used on family r ingress purposes designed existence affecting approved the Commo approved by the Common Elements shall not be the Common Elements shall not by a unreasonably interfered with by a ny lease, concession, subject to onLy Use P 0r any any lease, cond or entered into the 0f part Common Elements. The Unit Owners and their customers, invitees, a 0r E Owners and their agents, servants omers, invitees, and licensees for s from the perspective Units and f to use of the Units; provided, howe ic use shall be used for the purpo all of the the n, or easement presently e Board at some future e Common Electron any Unit the purposes and operations however, shall for 1 10 0r for time n access, in hall be tenants b 0 0 -0t are her 0 Ē. Ω ū -

sh ha paragra all be agraphs 7.1 and 7.2, use of caphs 7.J subject ť thê following Without limiti the Project by restrictions: ЪŻ й. л чą the generality

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consent be done if any, Unit of i 0 1 ommon Elements he any, or in or cancellation insurance or Insurance. in the Commo of or kept the for board. t in his Common or of the on on the Common El of insurance on which will be Q, project Nothing Elements or No her Unit Unit shall without Owner which Elements any Unit in violat 0r be y Unit or a violation shal will the Garage S ts which done 1 1 1 1 increase prior wri permit any n of Stall will ll res part any l 0 0 anyt .tten 0r in the law. stal ult 0f hing an н Ы at the <u>س</u>ز n. ß б

Q Waste. Elements No waste shall be commit CT. ed in or on the

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paragra be disp Common Board (the Boa aragraph 3.5 of ³ displayed to ommon Elements oard or the wri Board's gns. Subject to the Devo 5 of this Declaration, 1 d to the public view on (ents without the prior w) e written consent of the directi .on the Managing Agent ing b ΞŦ.

carried nothing ¢ Nuise on in shall any Unit ance Unit No noxious or offensive activity or on or in the Common Element therein which may or become an ď the other Unit Owne Ĥ n shal. s, a • an ي ز D. Ъ

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provided, removed f from common Elements. Except nothing shall be altere om the common elements, ed: ar constructed in pr except upon the write Ð

trailer, t shall be I permanent1 Board; pro consent g. iler, 11 be g. Structures. No s er, tent, shack, gara be permitted on the nently, except with t provided, however, of the shack, garage, barn, or oth tted on the Project at any t xcept with the prior writter d, however, that temporary s e in connection with the cor of the Buildings or any port Board ຒ truc tur Q at any ti written 0 Ēħ ritten consent of ary structures mane the construction, re-portion ther from the construction the formation the f **O**1 C⁺ empor out cary cha outbuild may ha lings arily repai the be er H 0 R -

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not be 5. Clothes Drying. permitted.

par of par the] king <u>ب</u> Board. space areas Parking. reas shall for Each D Parking of v 1 be subject h Unit Owner ĊŦ. least one vehicle shall ťо automobile the have s in u rules an re the t0 riveways and reg right to Sn 10 ñ Ē ົດ b

upon no no j. plant: fer~ ences the <u>Planting; Fences</u>. ting, transplanting, es, hedges, or walls e Project, except as proj Except within or gardening shall be erec approved by t within ing shall be erected or m the indi Boar **V**. be done, ai maintained ldual Q, Uni an ned rt S <u>م</u> -

or ot Projec from a point other ject Q ct except a parking outside t Vehicles similar g space the Pro for vehicles ace to a Project the Motorcycles, hicles shall purpos point out directly Ø 1 not of transportation outside the Proj mot с С be orbike Q ope parking s, motor scoo rated within Project space direc or õ ct____ ther the fro .Y rom to ຒ

purposes, except b following default proceeding, or any foreclosure; and (the Board may esta also co tenant ВУsup constitute a default also contain an ackn hh ct lease цр ailur he t be leased; se agreement provisions c ru. Laws; ject Ð has Lault under the line has received true copies of (5) no Units may hold the s, except hold the line has received true copies of the line has received the line has received the line has the line has received the l λq ťö Le or any and (6 the following must provide of this Decla d (6)such stablish f (2) t by a \mathbf{P} its may be y a lender in a first deed or ot Unit c† he d or other arrangement of reasonable rules and from time to t Declaration lease Owner I condit: leased for tra in possession Mortgage, a fo that its must Y with such lease; (4) the lease; t signed by the tenants of the Declaration is of the Declaration of a Uni may lease; ions with such and leas be terms in writing; (1) the a foreclosure Ô 5 and the 1. S of By-Laws are y-Laws and tha ovisions shall or in a Unit in lieu (regulat: entire tenant lease g; (3) the subject to her or and shall Uni Unit Uni that ، سر 0 bo ons)tel the rt ~ Ö ω C† CT. ភ Ξ Ð

pets regu] in egulations any Unit f ts must be m <u>Animals</u> adopted for kept any 1 y commercial in strict acc d by the Boar No Þ animals als shall be r cial purposes. t accordance w Board from ti with rules time to time rais Domestic ed -:ime bred and a, ho 0 ã H kep sehol ja H

condominium improvements <u>Improvements</u>. A regime shall of Any hy future improvements m be consistent with the i quality of construction. made to initial 0 the

effective, paragraph. this Decla from the reapporti Common EJ amended, of all N Unit which 西日 unt make approved in writing by from the Unit Owners in af the Rights and 1 コロ Owners imit н ements an H ected t نېز سر transf ົດ such Declaration transfer and нú ed shares e F tne ive, unless н d, changed, Mortgagees cannot Elements Common is ights ionment shall thereby. nnot agree upon t reapportionment. amendment is rec n obligations gage who have any ereby. Such Each made in ansfer of Limited Common shall thereto not Elements of the resulting of i such transfer i executed by al their Mortgage or such their be to at their compliance ons with res of the amendment 1 by the Board and s involved in the t any h transfer s recorded. Thi modified without may amendment ortgages a right to respective the from the tr changed by eir expense, nce with the respect to a be No reapportionment, er shali all Un such trans 1 Unit Owners who a s and consented to to use the Limited nt shall contain a and 1s ch transfer This paragr to any of the d no transfer t in compliance ll be made ve shares of owner transfer, the ag by the transfer. m Elément shall contain a state transfer setting fort hares of ownership in has ٢Ŧ paragraph the prior w provided Act and t contain a certi been delivered be C+ shall tween the the thereof sha e with this this an amendment The r. If such written o by all o shall that Lim Board Common certificate Уq ΠD be sn red to and statement g forth any eof paragr mited ¢ lit such õ effective not such Owners shall shall 0f consent 0 H P Element 0 sum a be the her 0 Uni mmon ph ť ď σ 1 0 ō m 'n

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(either by his or her own conduct or by the conduct of any other occupant of the Unit) the Association, or its successors or the rights and remedies which may be provided for in the Act, which may be available at law or in equity, and may prosecute an others for enforcement of any lien and the appointment of a receiver for the Unit and Garage Stall or Stalls, if any, and or specific performance; for any combination of remedies; or for any other relief. Act, this Declaration, the Association by any the By-Laws t Owner of any other any or of an 0r

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Expenses. The Board shall have a lien for all such expenses, at well as for non-payment of the respective share of the Common ownership interest in the Unit and Garage Stall or Stalls, if any, and located elsewhere on the personal property in his or her unit or amount of the project; provided, however, that such located elsewhere on the Project; provided, however, that such secome due and payable from and after the date on which the become due and payable from and after the date on which the stalls, if any, accepts a conveyance of any interest therein (other than as security), or files suit or commences other appointed. This paragraph shall not be amended, changed, modified, or rescinded without the prior consent of all such actions of fees and other otherwise, toge rate per annum against such de deemed part of modified, (Mortgagees, s and other fees and expenses ar erwise, together with interest t e per annum until paid, shall be inst such defaulting Unit Owner med part of his or her respectiv 8 actions Lien The Board shall have a lien for non-payment of the respective stall of upon the Unit and Garage Stall of g All expenses proceedings, including cLuding court costs s and all damages, st thereon at the m 1 be charged to and ner and shall be ad Board in costs 1 connection with an costs and attorney' iges, liquidated or the maximum lawful the Common and and assessed added to an Common and which firs such to, and t 0 Uni 0r any ≥y's T. a b be CT.

charged and all and time purpose correct Agent, default б ç ÷f • such Ŋ. Correction of Default: In the event of any such by any Unit Owner, the Board and the manager or Mana f so authorized by the Board, shall have the authori such default and to do whatever may be necessary for and all expenses in connection therewith shall be to and assessed against such defaulting Unit Owner. such rights and remedies may be exercised at anytime time, cumulatively or otherwise, by the Board. Managing thority to Y for such Any fro Such om Ò.

8.4. Action by Board. The vacation adopted by the Board of condition, rule or regulation adopted by the Board of any covenant or provision of this Declaration shall give the Board the right, in addition to any other rights provided in this peclaration: (a) to enter upon the Unit or Garage Stall of any peclaration of the Project upon which or as to which such violation portion of the Project upon which or as to which such violation condition that may exist thereon contrary to the intent and condition to any other, any structure, thing, or meaning of the provisions hereof and the Board, its employees or to enjoin, abate, or remedy by appropriate legal proceedings, (b) agents, shall not be deemed guilty in any manner of treespass; (b) at a possession of such Unit Owner's interest in the property and take possession of such Unit Owner's interest in the property and take possession of such Unit Owner's interest in the property and stall or Stalls in the manner provided bylaw, or (d) upon such such shalls in the manner provided bylaw, or (d) upon such such shalls in the manner provided bylaw, and the Common become and the Board a member's use of the Common because the such upon such such which and the Board a member's such of the Common because the such upon such such upon such such and the Board the Common because the such and Board the Board the Common because the such upon such such and the Board the Common because the such the Common because the such the Common because the Board the notice as voting ri Elements deems app e as may be specified in t g rights and to restrict a nts and Limited Common Ele appropriate. appropr breach Board thi and (d) or n ď 'n

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the Board or an defaulting Unit in equity for a defaulting Unit (either by nis Occupant of his Act, this Decla Association, an ten days after written notice or reque the Board ~~ 8:5: Мq of his Declaration, on, and if su Notice his d and peatedly during any ten-day period after or request to cure such violation from t n aggrieved Unit Owner may file against t t Owner an action at 1.... 0 ·. decree Owner o 0r her Action at Law her on, or such (own 0 F an action of marine own conduct c Unit) shall nit) shall violate any provision of the rules and regulations of the default or violation shall continue Occupant. mandatory or in Equity. If a : may file against law for damages or injunction against any of the Board or an Unit the the any such the action Boar Owner 1 for 5 ō **D**

9 . . . DEFINITIONS

9.1. Definitions have the following me another meaning: anings. đ unless used the in ct ext: clearly ration н shall es

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a . "Common Expenses" means and includes ..

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(2) All maintenance, additions to A11 expenses of adminis operation, repair, the Common Elements of administration ٥r • replacement and ma E 0 **D** πġ jement and -

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corporation, successors or Developer as Developer set "Developer" ion, its succ rs or assigns as successors set forth in assigns successors in this Declaration. means Ð

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percentage of Un specified percen Common Elements. Element 'n percentage Any y specific Unit Owner Owner of the percentage who ent in н к Ø the he aggregate undivided (of Unit Owner ownership D own n mean such 0 tha Ξ'n. the rt.

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par hol ding 0 ti 3 HO Per به سر . D trust "son" real mean or other property. ū ω natur legal al individual entity capab. por of , on

p. Exhibit ш. "plat" means the Building Location Plat at tache õ. as

Unit boundar Each The may air not of ທ "Apartment" QJ ā owned be jointly or term "Unit" s aces space õ Uni includes floor ġ consist i e rt of S <u>ຮ</u>0 21 in "Unit" of or its as encompassed numbered ing common each floors the port used in or commonly shall have mbered as a ach Unit sl perimeter mean of s in a with one ion O: the shall D 02 substant shown the Building except y owned walls, of the of Act the Unit be on same meaning rooms ially: and are t floors, a Building Уq Common Elements. the Owners ms occu which more plat comple mpleted and than of the ເຊ N enclosed and as other ceilings; described, inte one the đ ω ß Ē Ĥ Б d space Units. nclos person e term lor D Any or -**D** Uni and Ъ Ο. ¢, ŭ he H H ĊŤ. n ri CD)

improvements located on the Land, forming a part of project, designed exclusively for residential use, a containing Units. f th and

completed meaning as recor ະ 0 otherwise performance those having Common and Gar individually recorded con long Ľ. Elements age Stall as as contract 2 unit. herein, Unit it the g of 0r 15 term an Owne colle interest in a nobligation. appurtenant 0r The the the the Ĥ e legal title e term "Unit "Co-Owner" ¿ he aggregate Stalls and t Developer s legal title ctively me ũ л ы and and the u thereto a Unit n the own Unless Owner" as used as shall fee person holder 0 F or are purchasing se simple title to undivided intere merely but be ely as security for t specifically provided r of any sub shall have in the Act. 0r shall deemed ре rsons security for substant ave the s <u>ل</u>م to Uni est who Уq rt. : Owner htially Ūnit same Ξ the rt. he

purchasing Unit with a plat the para: held space which Owner S bot person, includes owners Ô tall nclos agr tom interior in l enclosed s of otr and 0r so encompassed, e may be jointly or n, so long as they aph "r side of the same owners the the other Q by recorded a Garage Stal ż ed space is her units. boundaries of the ceiling joists; and a portion of the building so surfaces ag above, and consisting of O who way 5 t Stall all" individually or ded contract the Stall or Stalls 13 the except of Each of si be "Unit commonly not means Unit its ownership said Garage owned the perimeter one Garage Owners the the Owners' ip of th room d in 0r R owned by common substantially have fee Stall collectively fee simple t own common in a the all is Stall b walls, 3 a garage sta described, no elements. as the more Garage garage n with additional defined Unit shall number H. than one loor ju. ct e building the itall 30 own ;je Any the all be ed The in and t 0 unit 0 E and 01 air Gar 15 are Uni b ar Ô, the the ag ar . rt Ø Ô,

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ឧទ common 0 10 1н nt lements ac defined ი tional ñ elements C⁺ and in 0 r the fract percentage fractional c par are Common Element are appurter ragraph "q" or lements of thi interest in t or percentage tenant above. ю each of this the interest Regime general the separ in since common сt he ate ťh ۳ imited unit: Ð 'n â

Located containing Garage S on "Garage by the Land, Iv. A Stalls. Building" formí .ng me ans à par r, he r, of the proi project improvement 'n

meanings the term 9 -<u>د</u>، rms •• n Ð ò ct out he Ŗ Definitions. 티 the paragraphs The followin of this .ng D ē Q **r**+ terms shall claration for 11 have the following the

a. "Common Elements", paragraph 2.1.

b. "Land", paragraph 1.2

0 "Limited Common Elements" paragraph 2.6

d. "project", paragraph l.l.

10. GENERAL PROVISIONS

any person having at anyti and shall inure to the ber purchaser in like manner a Declaration were recited a every deed of conveyance of contract to all re and charg to all restrictions, conditions, covenants, reservat to all restrictions, conditions, covenants, reservat and charges, and the jurisdiction, rights, and power reserved by this Declaration and the By-Laws. All p benefits, and privileges of every character imposed Declaration shall be covenants running with the Land Declaration having at anytime any interest or estate and shall inure to the benefit of such grantee or co Develo ò per, restrictions, t of purchase from the Develo as though the p and stipulated or contract of Developer, such grantee h the provision Each deed provisions d at length purchase grantee of conve accepts conveyance powers All rig servations Dser Land, b of the te in the contract in 0f rights by Lu-d, shall the each this n GĽ ame this 0 ne subject s, liens, reated or ω Land nd bind đ

the pr examine the transaction if any, are if any, an recording settling, I regardless agrees and Ga have precise percentage of square footages of any specific por the Project. The Developer does not warrant, guarantee, represent that any Unit or any area constituting any par Common Elements contains precisely the area, square foot dimensions shown by the Plat. Each purchaser of a Unit waives any claims or demand of any kind or nature agains beveloper or any person whomsoever on account of dimensi actually and physically existing and the size, square for any dimensions shown on the Plat. In interpreting deeds the any what ШO and the conclusively rees that the square f garage Stall or plat ar rtages, eloper or ar ually and pr dimensions 10 actual soever, Full .Ins н deeds opportunit , the existing ly presumed to rising, or late of variances b boundaries and pection; Waiver: shown on s of trust a or purchase contract, square footage, size, l or Stalls, if any, an arbitrarily do not nece Jmmon Elements l upon relation trust, lateral movements o ces between boundari s of the Building. as and purchased pr that the arily assigned : necessarily r relative percentages they physical boundaries be the boundaries r and sarily reflect or represent footages of any specific po actually and physically contract, each purchaser e, size, and dimensions other Each boundaries syements of t ovemants ies as Unit prior under nd the size, square foo In interpreting deeds, r instruments for any p boundaries of any Unit set out and each area const purchaser and and Garage ťo ם. it in this Declaration o ages and square footages agreed upon solely for a duty to closing the es of any Uni regardless c the Building shown uting any part of , square footage, er of a Unit are, 0f tо S is Declarati square foot e against th dimensions of rt. 0 on a11 Unit inspect the Of c+ ent the portion exi of of 0r he footage itut and sha expressly pur P1 each 0r purpos shall р . ເປັ S c† a t Unit alls and Ē ing he Unit and 0 the • of ВΥ Ð or be

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rescise any other pr be valid and together with Recorder's modified, o on Recording. Ar on of this Decl r provision of and effective with s of 0r н Ηħ. an amended fice. This rescinded so Any amenumenc, Declaration pursuant to this of this Declaration or of th ive only upon the recording t ended Plat if required, in th This Declaration may not be This Declaration may not be amendment mod μ. .fic to this or of the in t be the ion the ther amended he provi pa РO Ac R. 0 agr eof shal Õ. ء أسر . G ທ 🛰 щ. ö Ť ons unt 0 ----Ř

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10.7. Indemnification of West Des Moines. The owners and/or indemnify, protect and save harmless the City of West Des Moines, lowa, and its political subdivisions including any of its officers, lowa, and its political subdivisions including any of its officers, employees or agents, from and against any and all liab flity, losses, penses or other things whatsoever, including attorney fees, claims or ex-genses or other actions developed, brought or asserted by any per-firm, corporation, entity or estate, or to any property of any per-reason of, in connection with, related to or growing out of directly the owners of the Association, its successors and assigns, with re-spect to the polities imposed under this Declaration or with respect to the jobligations under this Declaration or with respect to the jobligating, construction or related to or growing out d directly or indirectly the maintaining, cleaning, of any pub-out, graning ir construction or the final tike located over, on, or across the land which is the subject matter of this Declaration shall not be amended so as to affect the provisions of this Section. imposed upo aid City by 5 of directly person damage acts ех or S νĒ D ~

10.8. Animal Control Ordinance-Enforcement. The Animal C trol Officer of the City of West Des Moines, in addition to any other rights conferred upon this officer by lawful ordinance, s ute, or common law, shall have the right to enter over and on t common areas for the purpose of enforcement of the duly enacted Animal Control Ordinance of the City of West Des Moines. This Declaration shall not be amended so as to affect the provisions this Section. sta the on 0 ,

<u>public Durposes</u>. In addition to common expenses authorized herein, the Board of Directors shall levy in any assessment year a special assessment for the purpose of defraying, in whole or in part, the assessment for the purpose of defraying, in whole or in part, the cost of any special assessment obligation for public roads, public utilities or other public purposes which the City of West Des Moines and/or all the unit owners each for their proportionate share. The assessment. If contract and waiver is used and adopted, the Association west Des Moines, lowa, concerning any project involving a special ation, on behalf of all unit owners and members of the Detlaration after securing a vote of a majority of members in person or by yeavy after securing and its successors and assigns enter into a contract association and its successors and assigns enter into a contract a meeting duly called for this purpose. If the Detlarant, for each unit owner within the property, the owner of any unit, and the each unit owner within the property, the low unit, and the each unit owner with the City of west Des Moines, they hereby waive, waiver agreement with the City of west Des Moines, they hereby waive, a project, district or area. All duprovements are to be assessed if uprove-be observed by municipalities in the construction of like improve-amount of the assessment, and all other legal requirements, are amount of the assessment, and all other legal requirements, are amount of the assessment, and all other legal requirements, are tions or Improvements In addition to common tors shall levy in an for Public expenses a ic Roads or ; authorized r Other d herein, special

BOOK 5412 PAGE 512

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·	ATTEST: MALOWA JAPINL SCALL		$\frac{10.13}{\text{ached to t}}$	<u>10.12.</u> by and constru The table of venience only used in this J wise, the use and the use o	10.11.timeororforationorvaiverofsuchpersonbeclarationan	method of colle visions of this claration for the This Declaration of this Article be the obligation tain the privato within the subju- and located and Railroad Avenue with or impede the iated storm sew the detention be the area, and fu- acceptable to the of weeds, debrish feres with their iation is respon- or replacement is sewer or struct ly related to the of this Declaration	-
-25-	M. Mull State of Iowa County of Polk Subscribed and sworn before this 19th day of December, 1984. Mull Motary Public	M & W DEVEL M & W DEVEL By Francis L President	Exhibits. All exhibits to which reference is his Declaration and incorporated by reference at Des Moines. Iowa, on the date first state	Interpretation. This Declaration shall b rued in accordance with the laws of the St contents and captions of this Declaration y and shall have no effect on its interpre Declaration unless the context clearly in e of the singular shall include the plural of any gender shall be applicable to any o	on-Waiver. Failure by any person to enf y period of time any of the provisions o ercise any right or remedy shall not con provision, right, or remedy, and shall ereafter from enforcing all or any provi d exercising any or all rights or remedi	lection of any assessment made pursuant t is paragraph shall be the same as provide the collection of common expenses from u ion shall not be amended so as to affect le. Detention Basin and Drainageway Maintenan tion of the Homeowners Association to pre- ate surface water drainage and detention ate surface water drainage and detention bject property shown on the Plat of Jorda bject property shown on the Plat of Jorda nd adjoining and west of Holiday Circle a ne the free passage of water in the draina e the free passage of water in the draina further, at the associations expense and further, at the associations expense and the City, keep the drainageway and detention ris, obstructions, or objects or condition eir performance. It is also agreed the h ponsible at the associations cost for the tin a manner acceptable to the City any the performance of the drainageway and d the performance of the drainageway and d	-
BOOK 5412 PAGE 513		INC.	made are d above.	e governed ate of Iowa. are for con- tation. Wherever dicates other- and vice versa; ther gender.	at any- is Declar- ite a prevent of this	ad in this De- ad in this De- init owners. the provisions basin easements an Square Plat 1 and adjoining of to interfere ageway and assoc- ructures within apabilities of d in a manner ntion area free ons which inter- bomeowners assoc- failed storm the provisions	7 7 7

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Exhibit A

LEGAL DESCRIPTION

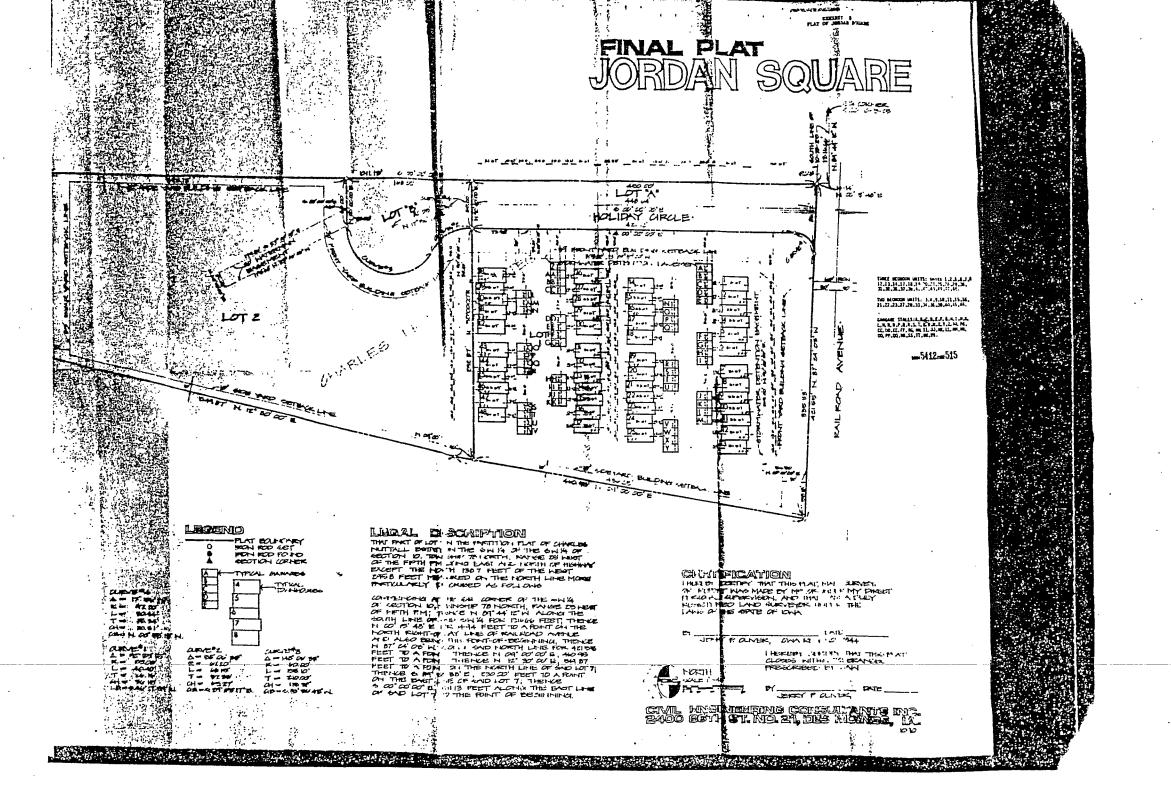
Part I JORDAN SQUARE

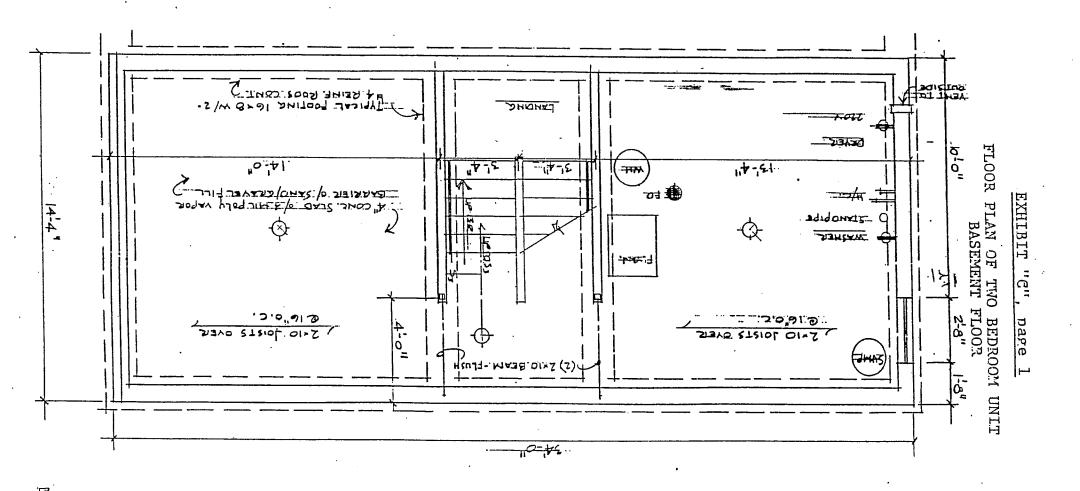
P.M. of t That described as in the the lying E he West part SMF of of Lot 7 in the partition plat of Charles Nuttall Estate of the SW4 of section 10 T. 78 N. R. 25 W. of the fifth East and North of highway except the North 138.7 feet t 295.8 feet measured on the North line more particularly s follows:

Commencing at the SE corner of the SW4 of section of the fifth P.M.: thence N. 89⁰44'12" W. along th said SW4 for 1316.66 feet; thence N. 00⁰15'48" E. point on the North right-of-way line of Railroad / the point-of-beginning; thence N. 87⁰24'03" W. alo for 421.55 feet to a point; thence N. 9⁰00'00" E. point; thence N. 90⁰00'00" E., 352.87 feet to a point; thence N. 90⁰00'00" E. more of of said said Lot less bt 2 50 thence Ð 'n the th ល e S. O(point tre Int; thence N. 00" E., 352.87 . 00"00'00" E., in the of beginning, and section lu .. along the South conta feet along E. point Avenue for þ **4**36.25 [ong said · 14.94 feet we and also g and ω 8/ the the North feet t line 920 z East line East line acres R. of to line being to 25 p ×. a

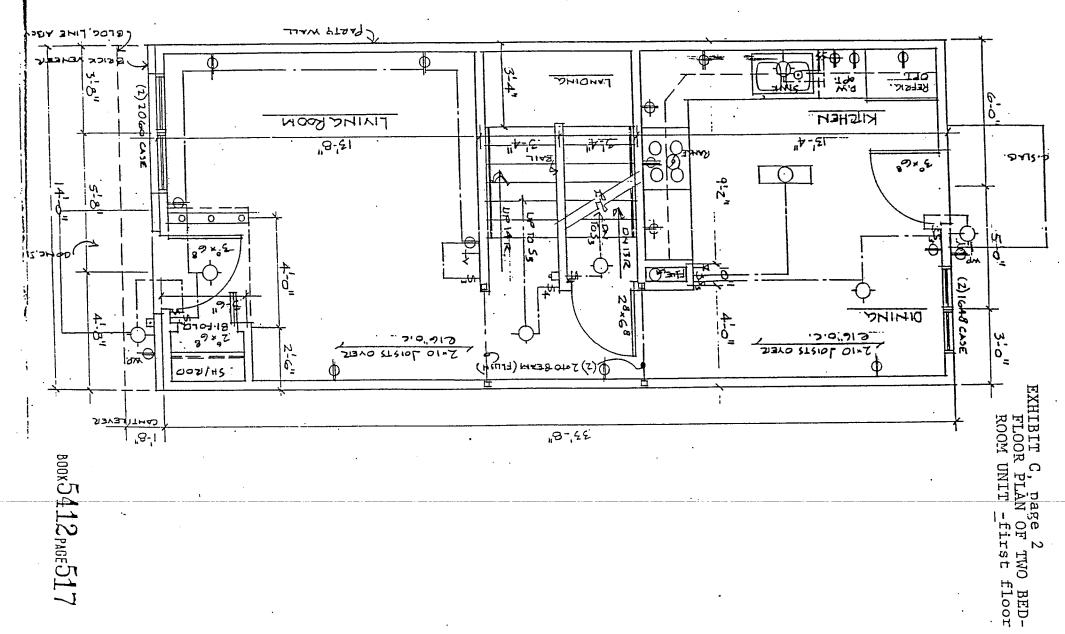
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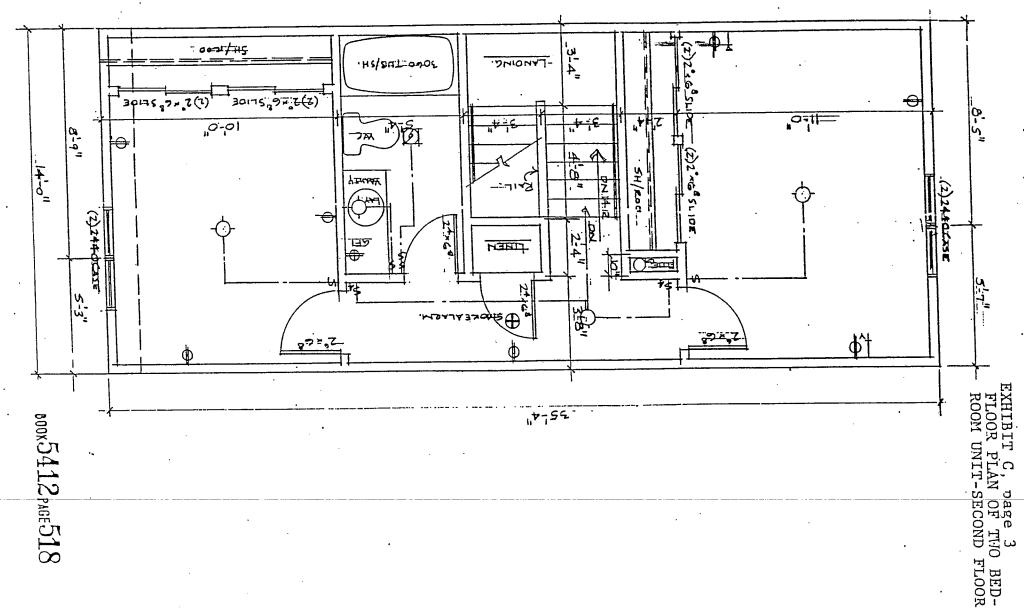
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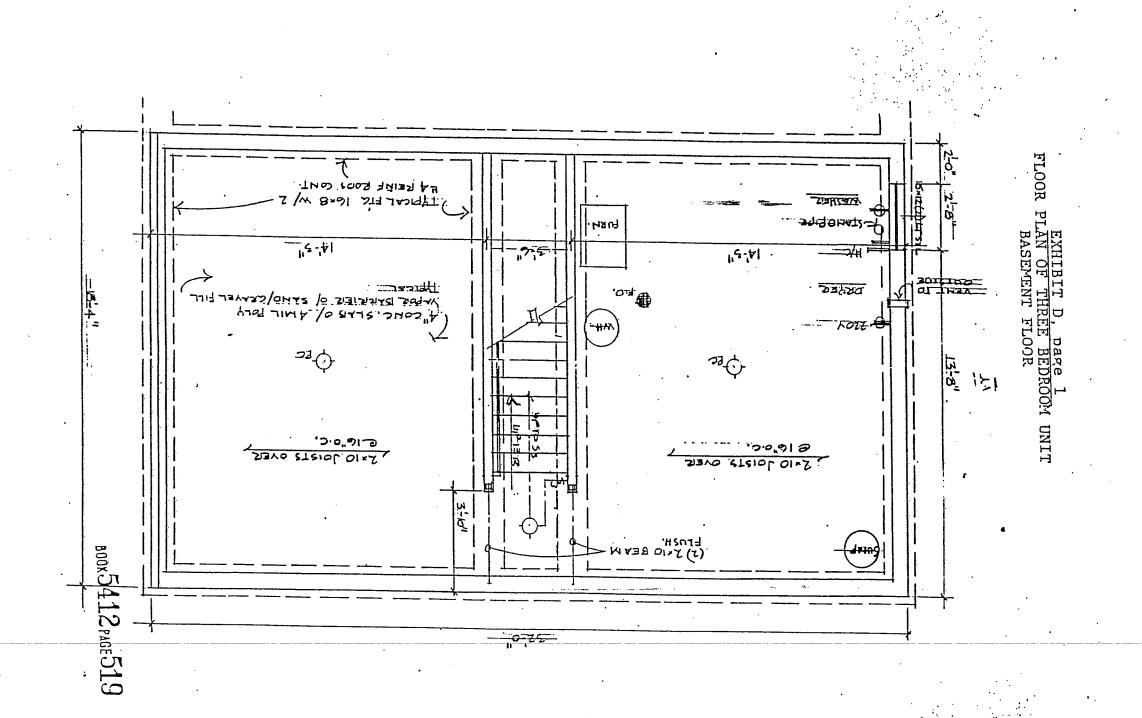


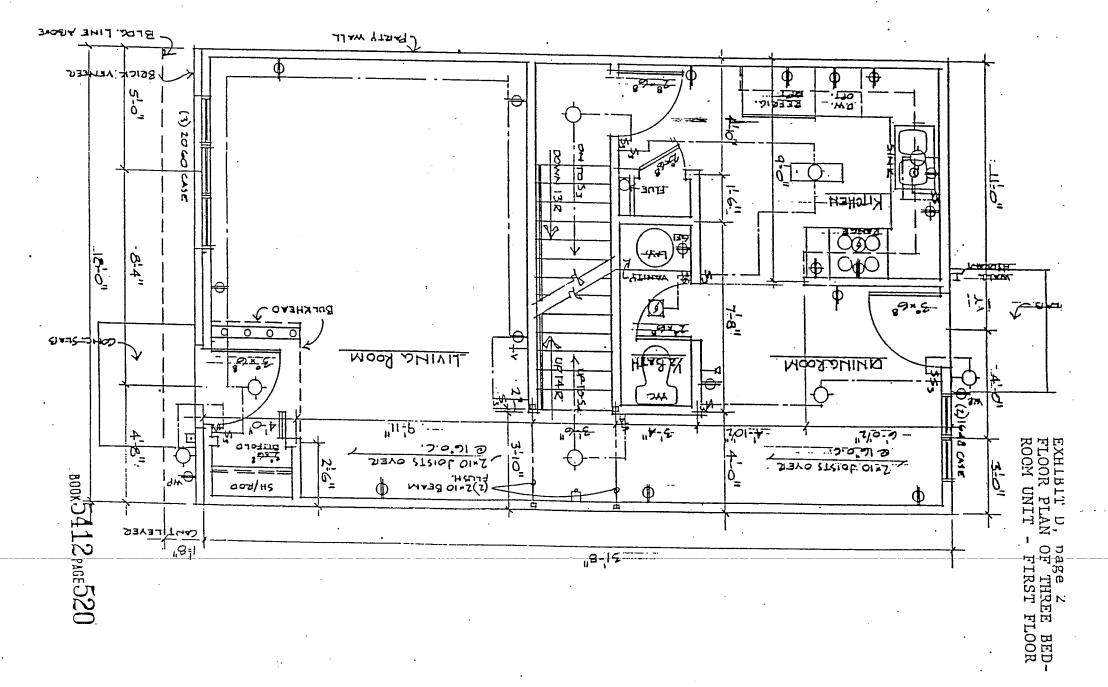


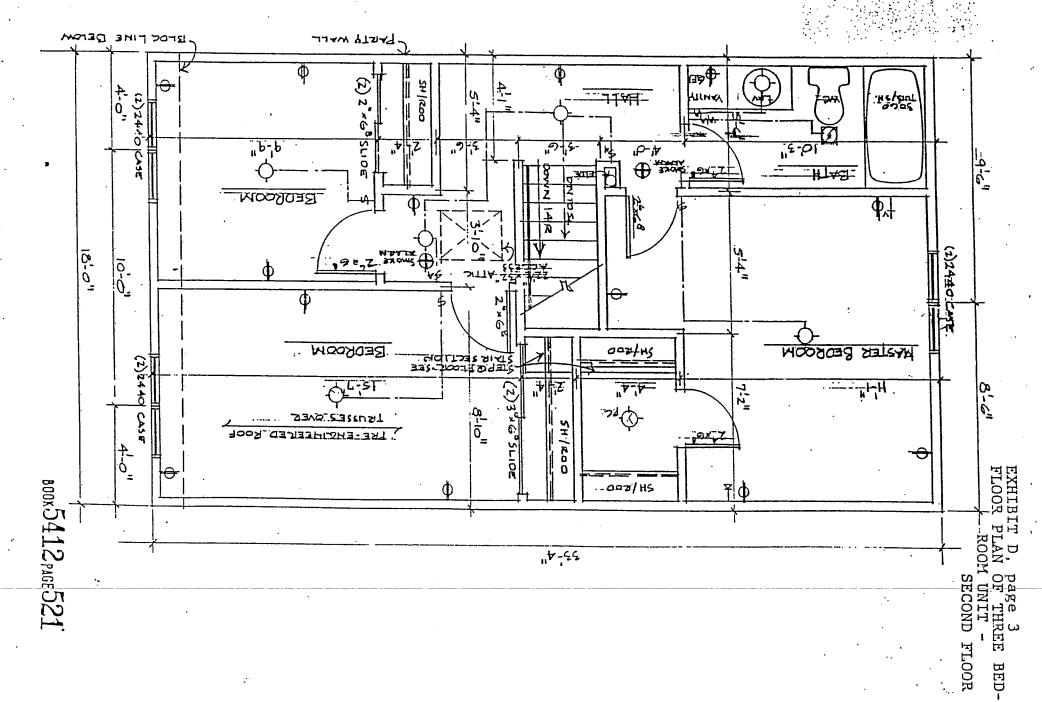
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BOOK 5412 PAGE 522

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Section 6.02. Number of Directors. The number of Directo hall be fixed by the By-laws, except the initial Board of
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by providing that the number of directors cermined by the members from time to time aws.
noval of Directors. At any meeting one of the meeting includes a statemer pose or one of the purposes for which
) remove one or more name ny or all such named Dire diffirmative vote of two-t n addition, the By-laws
or to attend a specified number of Directors, or other acts or omis shall constitute resignation fr
Board of Directors. The By-laws may provide for exceptions, procedures, and additional provisions rgarding the foregoing matters. Any vacancy or vacancies in the Board of Directors caused by any such removal may be filled as provided in the By-
Section 7.01. Incorporators. The incorporator is M & W Development Co., Inc., 2001 Grand Avenue, West Des Moines, Iowa 50265.
ARTICLE 8
Section 8.01. Restrictions. All the purposes and powers stated in these Articles of Incorporation shall be subject to the following Restrictions:
a. The Association shall be operated exclusively for the purposes stated in Article 3.
b. The Association shall not be conducted for profit, and no part of its net earnings or assets shall inure to the benefit of any member, Director, officer, or other private ndividual.
c. No member, Director, or officer of the Association shall receive any dividend, distribution, or compensation from the Association, except reasonable compensation for personal services actually rendered and reasonable reimbursement for authorized expenditures actually incurred.
Section 8.02. Legislative and Political Activities. No substantial part of the activities of the Association shall be carrying on propaganda or otherwise attempting to influence
-2- BOOK 5412 PAGE 523
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BY-LAWS

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JORDAN SQUARE ASSOCIATION

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ARTICLE Ν MEMBERS

shall consist of the respective as Jordan Square in West Des Mo "members" as used in these By-I or "Unit Owners", as the case n Condominium Declaration for Jor entity other than a natural per in af entity other ter ter recording writing its r and shall not Ð â C⁺ ion ng of the deed or representative. Not be separated f 0 the Ident these By-Laws the case may dentity. The me respective Unit est Des Moines, . .+ person, or othe Jordan other The Unit son, it shall, within 30 other document of title, Membership shall be appu com the ownership of any be, mean Square. members Iowa Owners as defined and 0 f Ϊf The of efer the ຝ the wor Uni in Ass б prope. rds "m the rt. appurtenan any Unit. "Unit 00 Owner iat days designat member н rt. 4 10 Owner រទ Ē known = an Η Η Η te

ownership acquiring Secretary document o and Owne succeeding to shall --- lien itle, nt ember l upon cerest iting ... iting ... section 2.02. Success. r shall terminate when he of upon the sale, transfer, or other rest in the Project, his or her member irest in the Project, his or her member ceeding to such ownership interest. Upon the reading to such ownership shall or succeeding to such ownership shall the Association with a copy of the and a copy of the mortgage, (reated in connection wi H thereon, he ceases to be her disposition membership in membership shall the with such tr automatically the the all provide the the recorded deed deed of truet Unit 0 f transfer the 0f g Unit Owner each Unit an nit Owner an ownerst Associati trust, o transfer lly become Unit Owner 0 Ξ'n. ome 0r , hip ion 0 0 Ř a h

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shall be conducted in at Revised (as further revi determined by the Board meetings of member follow otherwise Articles (follows: Section expressly members, to 2:13y required by law, the Declarat oration, or these By-laws, meet in accordance with Robert's Ru r revised from time to time). Board of Directors, the order of s, to the extent applicable, sh Rules and Or der of Business , the Declar By-laws, me th Robert's ar meetings neetings of member Rules of Order, Unless otherwir r of business at shall be as Rules P 10 **"** ە سو on Ex xce th Ð-ມ ົດ t vi H n ល Ð

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or more Direct First Board sh Association un Developer may from time to t at any time by percent members Fh. licting Section 3.02. re Directors Board shall iation until of The ٢Ť n 3.02. First Board. The Developer sha ectors who shall constitute the First Bo shall manage the business and affairs o until the first annual meeting of membe ay appoint additional Directors to the F o time and may remove Directors from the by written notice. The Developer shall the Directors elected at the first annua he provisions of this Section shall cont provisions of these By-laws. bу che provisions time members the Fin annual shall cont the shart Board Sof T ΪO н Н select rst meet. Th ٣ -D) : Boa .st Bo Ð ö an Th ing n Õ Board н **D** Ð 40 'nd any rt rt 0 5 on Ξħ. D. D

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de in Wher Directors Ô. rt. cermined Ð ver used any fixed from h in these By-laws, th id by Section 3.03" m im time to time in ac vacant Directorship. the words " " mean the r accordance number e with t Ξ the numb r of 1 this ĕŗ er of Direct ion,

Section ·3.04 Terms 0f Directors

laws. At the first annual of the elected Directors s one-third shall be elected shall be elected for a ter of the elected Directors s three years. No persons s removed three years. consecutive ō 'n rm Ö õ of د نسخ à (a) ation his 0r ceases the fir:) Each shall : three-year 0r her ses to be a Director first annual meeting Directors shall be e l be elected for a te ed for a term of thre Directors shall be e serve successor to be a Div Dir Ð for terms 50 all be elected elected shall a elected begins term ctor as prov ting of the be elected a term of t three d at of as unless years; three the hree years less he or rovided in two Association, of for a term of mears, and two years, and or s; thereafter, on each year for te serve more than annual or ហ mee and she (T ing unt is sooner oneone-third one-year one-third вуterms one-thi н. Н two of the th 0f iη. Ð <u>a</u> <u>a</u> ~

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or her writt Resignation unless a lat (c) itt c) Any Director may tten resignation wit n shall take effect ater effective date ĊŦ. may resign at any tin with the President o fect immediately upon late is stated therein therein. or cime by filing
or Secretary.
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Directors shall vacancy exists. elected for the Board c filled filled then ir Directo in ŋ of ec уд Уq by reason by the aff office, (٦ tion 3.05 shall irectors L have sole autno A Director ele unexpired term firmative vote by even if less than of for Vacancies. An for any reason an increase in an sole e authority to for elected to l term of his p by in Any a majority a quorum. and the vacanc yuorum. The Board o determine wheth o fill a vacancy predecessor in o acancy occurring in any Directorship to e number of Director ajority of the Direc whether Board Ϊ y shall office in 0 ectors the be be be

meeting of the following the of electing of business as ma and of place of Directors of ە ئىسو on the Board may (f the s or t officers ω annual 90 come annual meeting the President. Annual and Regular Meetings. meeting of members each year and for the transaction of s before the meeting. The exa meeting. The exact shall be determined within ar for t such : date, 1 by the other annual n_ten d the time purpos days Воа Ξ. CJ. ā

(or pursuant adopted by th notice other Regular times (both the E provided Board of the (but other meetings of out at least time in a t the Sect Directors, Section 3.1 than to ngs of the Board of Dir least every calendar g to authority granted by e Board of Directors fro than such resolution or and place of such a ree Directors, notice of the 10 Directors may be held r quarter) and places by) resolution or mot from time to time, wi or motion. However, regular meeting are the meeting shall be g motion , without fixed by e given as ња н xed D Åq as

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personally or If mailed the deposited in of the in his or her address as Association with post n the case rsonally c mailed th Directors case of tion 3.09. Notice. Notice of any tors shall be given at least 72 ho of regular meetings and at least ase of special meetings by writter ly or mailed to each Director or be the notice shall be deemed to be d in the United States mail addres ion on 3.09. rs shall f regular i of sm postage ŗ. appears prepaid. Notice at least s and at on tor or by oral comm ad to be delivered Laddressed to the the records of th written notice least JQ JQ aný hours ny meeting of hours prior t t 48 hours pr et. . . urs prior there se delivered L communication the of there Dir whe the J Ðector to Во oa 1 ō . , H Ē à to b 1

pro maj con section ovided by jority of nstitute a **ب** . no . Cl the the guorum at ω 10 Articles Quorum es of Incorporation of Directors fixed any meeting of the of Except as otherwis or by Boa wise expres these By-J section 3. ard of Dire ressly y-laws, ; 3.03 sh; irectors shall .

Board of Directors may be adjourned from time to time and to place, without further notice, by the affirmative vote of a majority of the Directors present at the meeting, even if les than a Quorum (notwithstanding Section 3.11 and 3.13). At an adjourned meeting at which a quorum is present, any business be transacted which might have been transacted at the origina meeting Section of Div with Ĵs þ ñω quorum or L Adjourned Board Meetings. present Any me D eting and any 0f may al to D Ξ rt ÷ Ø

a quorum adopt any of the Bo otherwise vote of a rwise expressly of a majority of rum is present shall any motion or resol Board of Directors Vote Required for Board Actio y provided in these By-laws, th of the Directors present at a t shall be required and shall b r resolution or take any action ٠ tion. Except the affirmati a meeting at be sufficien ion at any mee j at w cient meet as ive wh to: ing hich

secretary motion to to any suc vote if a elect Howe ever of quorum tion or such motion. , to r ۰**.** ա um um is not the for adjourn or appointment of a te or the meeting (if n ijourn or recess the followi present tment of of y actions may be taken by the af-the Directors present at the me sent (notwithstanding Section 3 ht of a temporary chairman or ten ing (if necessary), or adoption eccess the meeting or any proper aff mee :empor ame of 5 E ndm ary ā ົມ đ н, en 4 Ð re ven LT.

state that any mot action was taken a evidence that the the action was dul not state the numb motion, resolution Whene 0 th the he minutes of any meeting of the Board of Director any motion or resolution was adopted or that any taken at the meeting, the minutes shall be prima hat the motion or resolution was duly adopted or t was duly taken by the required vote. The minutes the number of Directors voting for and against the solution, or action. ha fа n Π ō r ā eđ р. е

(including officer of meet Dire laws eting) may rectors, ex ection 3.13 the ly vote except ε i thout hout limitati Association ٠ on <u>limitation</u>, any Diciation and any Diciation at any service expression at sotherwise expression at ion at any expressly / Director / Director / Director Right tyncs. Each Dire ctor who is also ctor presiding at meeting of the provided in the these at Boa ۰, an ä ն ťö ВΥ H ñ. Ċ. 0 m

meet: Vice-Direc at th ЪĽ eting of the Board ce-President are ab rectors may elect o the meeting. The Ð 1 10 sident, ing of ion as the 3.14. Organi provided in absent e Se of ent or decline to I appoint an tempora ecretary or an Assi the ທ 🛏 eon Byy-laws, shall president, or If the President ine to preside, the temporary chairman an Assistant Secret resident shall p de Boar to p and ົມ **⊈** at pres Q, P Ce ი aC 0 Ω. i d ^{ic}h 5 Ð

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minutes dissent matter taken 1 Ass (or ssociation who is present at a meeting of the Bo or a committee of Directors) at which action on atter is taken, shall be presumed to have assent aken unless his or her dissent or abstention is inutes of the meeting or unless the Director fil issent or abstention with the person acting as a seting before its adjournment or forwards the di-bstention by registered or certified mail to the he Association immediately after adjorunment of he right to dissent or abstain from voting shall ö ala tion s his or h , s his or h , the meeting r abstention, fore its ad by regist tion ir dig on n who littee o taken, rs his m ÷ н Ð ß umpt <u>|----</u>on 0 Ē As ũ n ac A the tion ion on any assented t shall as is ente files a as secre le disser the U Bo issent of e Secreta the meet ົ້ມດ no H O Qi rt retary ā, 0 meet t app 0f O U cary o eting. pply to he Ĥ, Hh. **CT .**.... 0 1 7 rec th ac þ h Ð É rt **T** Ð Ö Ťħ the 5 tors rt O Φ بد بر Ċ) g

notic provisic or these B_Y Director or J before or af is required, Neither the meeting of notice c c after red, shall be the business the Board meet Byon μO n 3.17. Wai equired to r f law, the I f laws, a wai Directors e fter the tin n L. Waiver of to be given tu he Declaration, L. a waiver thereof in w. ors entitled to the not le time of the meeting of the equivalent to the for he transacted at mirectors need b Dir at, d be e Ar wri not virector rector rticles rticles citing otice, otice, rivin giving of t t, nor the H be specified spec ce, wn event 's or signed whether s nt of which f the not rurpose nurpose und s of 0 er sig which Whe an an igne ne btice. th 4 ä not ดิ ດ H wai <u>a</u> വ н T any ماسغ any ver . on à ö

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required by Law, or these By-laws to be take Board of Directors (or a co which may or could be taker Directors (or a committee c meeting if a consent in wri signed by all Directors the committee, as the case may force and effect as a unani or certify that the action signing by each Director (o one of several duplicate of consent shall be sufficient consent with the conse: Secre The the tary HIM Ð â shall be sufficient. e Secretary as part of ion shall be deemed to as stated therein or o ry, whichever of these rt. وفسر g ...e at a ...e of Dir ...e at a naring s ...e as a unanimous vo ...e as a una ω <u>н</u> œ . In Laken at a meeting of the Board tee of Directors), or a then in office (or all members may be). Such consent shall hav inanimous vote, and any officer m ion was taken by a unanimous vot r (or each member of the committ r or iginals or copies of the committ ient. The written conser ed to be 'n ormal . the dates date on the date e of filing occurs firs e .. the ac. hall have t rer may te. mous vote. committee the writte nt shall be a Associati te of the ng with n rt any 1 of 'ng acti rporatic g of the actio 0 Ē tee) ttten the the the taken hout Wr on of н The ate: :ion 11e <u>⊢--</u>• on. .tte ם any am Õ. 51 ō

elec noti affii any Section 3.19. Removal of Directors. In add risions of Section 6.03 of the Articles of Inc rted Director or Directors may be removed for re and hearing or reasonable opportunity for rmative vote of 60 percent of the full number regular or special meeting of the members. addition to t Incorporation for any cause for hearing, t mber of member on on, any e after by the ers at **H** 5 Ð

or her actual reasonable expensation. her duties. However, no Director s attending meetings of the Board of provided for in resolutions duly ad members. However, nothing shall pr serving the Association in any othe compensation therefor. on. A Direc ses in the f tor shall re d of Directc ly adopted t ll preclude other capac the performa all receive c irectors, unl pted by a maj clude any Dir capacity and ecto тĒ ve comper unless (majority Directon and rect may orma nce e paid e of h pensat s expr ity of tor fr ceivi b 1 1 on 5-0 Ð essly the ă in m ò 0 0 8 Ĥ. Ъ Ĥ. **--**n

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0505000 rom)irec ΠO r h mä ñ CT. H- H Sect the Assidents identime cetaric cers which S SOC وسرا may ò **r**+ (the o tir Ξ ch the 4 also e :ime), .01. Requir tion shall f e number to ime), a Secr also elect o ne or more *I* the Board o uired and Optional Of 1 be a President, one to be determined by t ecretary, and a Treas t or appoint one or m e Assistant Treasurer d of Directors deems 1 Officer one or r by the Bo reasurer. easurer. The c more Assista cers, and any ns advisable. , LCe) Or Boar mo RI. D O Th Vi ant ot f Di Boa Ö. õ ወ 5 0 H H D Ēπ. വര μh. H Q <u>ب ر</u> of Ω D н Ħ ល tn

may Boar does ЦH as ballot conducted <u>ш</u>. ш. HH meeting following rectors shall elect t relect or appoint an ird deems advisable. s not take place at soon thereafter as is ducted by written bal lot unless required place Ð soon ល as is conve n ballot, red by a ru t th: any lec ng the annual meeting, the officers required any other officers and If in any year the e t such meeting, the ele is convenient. Any el ballot, but need not be d by a rule or motion a the t eed not be c motion ac meeting, ing, the Board of ired by Section 4 and agents which the election of c e election shall election may be conducted n adopted by t of by Off . •هـــ 0 e H. ch 4 C⁺ of n l :by be ж Во بر 5 1 \triangleright he Ð CT. and <u>й</u> н-H ct D r s ₽• d r d, P to Ë

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tern electic. Unless soon office is abo at the time of first two sen resign at an president or resident or ve firet heession ection 4.03. Terms and guarder the time of on, unless otherwise ordered by the Board sooner removed as provided in Section 4. is abolished, each officer shall serve for time of the next election of officers re two sentences of Section 4.02. However, tat any time by delivering a written resi-lent or Secretary of the Association. The interval immediately upon delivery, unless i 0 10 a dat or Secretary c t immediately date. be Qua Ē Ηh ەن ، cat دسز .ime s of Oir. e of his or he. poard of Directors. on 4.04 or unless the rve for a term endi-rrs referred to in the referred to the rignation to the rignation to the er, any (resignat) The res ss it sta signat cates D the lat ma Th shall ater + 1- + + ĿZ. he 5 ō

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cont лo ser the the in Q 4 ماسو Ass red con rac ection 4.04... sociation may judgment the thereby, but ntract rights, ointment of an ct rights. Removal of Officers be removed by the B best interests of t such removal shall in officer or agent s 5 per nt s rs. <u>ie Boa</u> f the il be srson shall A pard e As: y wit n so 1 y ny o of l ssoc not HOH cemove cof i ā. fic bire lation Heder or <u>.</u> Ó **ທ**• wi ud ō Ē HH E l ag α ----0 0 1 te ä. 0 0 H m

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a term electe(of an] An officer elected o a term as provided i elected or appointed of an predecessor wh the new officer's te resignation becomes the An d or ted to term Ð rt. appointed to fill a va-section 4.03. However to fill a vacancy cause se resignation has not p n shall begin when the p fective. õ ഗവ Ö μ ed уe pr à if by D. CT õ. Ū, Ð Ô. d to ð sha an o che com hal of r 0 ົດ Ř. Ð Hh H -00 مسر n HH H serve cer in ignat ffect ion: ive n fo

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officer: duties to all Article powers of the Unl dut any the add 1 aws H. H. O ess otherwise determined by the Board of Director: cers referred to in the following Sections shall les and powers stated in the following Sections, the cles of Incorporation, or other provisions of the cles of Incorporation, or other provisions of the cles of Incorporation, or other provisions of the to, limit, the Board of Directors at any time ma to, limit, transfer to another officer or agent, ssociation (including, without limitation, the press stated in the following Sections and in other or or Asso Ū. n ü O В Ÿ. laws ت , of time ge shall ins, in Declar thes e may nt, f her he or a , in a ll hav larat , or agent luties ; provisi pro dh aboli: gent o B he io R ish of and sior Ē H. († 5 7 7 H- 00 ст О 5 Ē ō

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rresidents in the order designated by the I in the absence of any designation, in the c names appear in the minutes showing their e the duties and exercise the powers of the P without limitation, all duties and powers of laws, or prescribed by the Board of ni-other way). Each Vice-Proes of Incorporati loard of Directors dent shall also h Board of Directo g their of the powers l also have Directors the gubj ject to so of his or her more than one, the e Board of Directors of e order in which their relection) shall perform he president (including, rs of the President under moration and these By-moration arising in any the president dution iceorm in n

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-o the c subject Committed the annua writing t Directr from annual meet ting to the ectorship to m the floor annual meeting of m to approval of the ee o approval of at leas or at meet the n б t -ting, -s members t.. to be filled. -t the annua -t the annua leas 1 annual thr inating Comm f members, t the Board of hree members Nominating names Addi mee of Di d. TT. of :ional :ing. гs S. ACCOMMITTEE S f nominees f onal nominat Hr P \mathbf{P} e e t C R O le 0 7 0 H At as Ĥ. ດ for each tions may 117 J shall rt H Ч Ω Ô unt appoint Nominating 5 days ល ũ subm Ŕ 5.0 σ rt. õ made in שיח C⁺ н ö 10 ц

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us or her ac compensation f Directors, unl adopted at a m preclude ar other ~ Section 4.13. Compensation r her actual reasonable exper r her duties. However, no o nsation for attending meetir tors, unless expressly provi ed at a members' meeting. H ude any officer from serving capacity and receiving comp ARTICLE 5 Committee: ng. However, erving the As g compensatio COMMITTEES Asso ion he Boa consi e othe ther rt Qu Φ H. fon h r, • ín Η H-H any th **T** 0 Ĥ S

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regul. exist Board deems number Section 5.04. ovide for and ap lations tence of of necess of Dir of members of for, f any sary to to to 4. Other Committees. T appoint such additional to achieve the purposes rs at any time may incre of, remove any member such oddı change committee: the functions purposes of the may incr increase ember of, of, or • adopt rules r terminate tees Associat: decrease ofDirect rules as iat r, ťЪ 0.1 he and the ors ō Ĵ, ВÓ D may ard The

ARTICLE 6....BUDGET AND ASSESSMENTS

Less maintenance, fuel, power, and similar items. The contrements income from the lease, operation, or use of the Common for a reserve for replacements in such and a reserve for replacements in such amounts of the separate items any expenses or income attributable to be determined by the Board. The Board shall expenses of the repair maintenance, replacement, and operation for a separate items any expenses or income attributable to be naintenance, if any, but not include any and all expenses of the parking area) of the Garr pr annua n pa Gection . budget against aus use of 0].. ist each Unit. The annual imated Common Expenses an iding, without limitation, to be prepared for estimated Common E n Expenses and cash requirements for t limitation, salaries, wages, payro fees, working capital fund, supplie maintenance, repairs, replacements, 1, power, and similar items. The each fi Parnes annual nses Owners who own Garag or share in any proc budget iscal and all expenses for all expenses for ation (including outside lighting intent of thi of (d) sha f Dir Year assessment ector amount (a) tak s, payroll supplies, cash Ð for an ທ defic c† be Ð Ð ⊬•• shall ö ίΩ. ი nt ä as set the ល់ n Ó t Ö H+• ----(† ß

asse: to ea fisc each shall Assoc adopt disapproved fiscal year ta annual budget year the annual assessments or budge epeated each event n Unit 1 budget and the assessments shall become effective uproved by a vote of a majority of the total members or iation prior to the first day of the new fiscal year vent the membership disapproves the annual budget or sments or the Board of Directors fails for any reason a budget or assessments in effect for the succeeding fiscal year shall tor assessments in effect for the current year shall sments adopt ed for t budget ction 6.02. Adoption dopt an annual budget it and Garage Stall. member a nd Garage Stall. are adopted by ber at least 30 to which the bu the and nents in effect for succeeding fiscal d assessments are a by the Board, 30 days prior budget and as n of Budget. The E and shall levy After the annua or the current 1 year until su approved for s or to the beginning assessments apply. effective n uch succ and Di distr 0 E The agains aga year eeding 0f un the Г е an De to ibute Πn -£T :he ល 0 1 the a

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of Boa the suc uch <u>Section 6.05. Annu</u> each fiscal year or a rd of Directors shall preceding fiscal yea h other information a ΗO ŋd Annual r or as s shall fu al year, tion as t as soon there furnish to ar, showing r as the Board wing receipts and Board may determi Wit: each member 1 5 i i n 12 as 0 is 1 b ays after the practicable, a statement f expenditures D. for and t O he

determined of Directors at or will be insufficient to for the remainder of such a supplemental budget cove remainder of such year. C be distributed to each assessments Ξ or for rem be ass Ð б ssessments made in the supplemental fective unless disapproved by a volembers of the Association within 15 member n ٠ nder of such year, th 1 budget covering the such year. Copies of to each member. Th to cover t any with -Th lent the ст l ю 11 B The the the ntal budget n vote of a n 15 days af the estimated Common Expen-he Board may prepare and al e estimated deficiency for f such supplemental budget he supplemental budget and annual udget that the the asset budget f imated Co afte н Ηh. majority of fter copies shall مسر CT. for the sh become **D** Ē ي ز <u>р</u> art dget and ъ Ye pe Ð Ъ ap ดิ H. ns b ma H. to shall the the **0** ~ Ū. C⁺ lle ٥v ö ω H **D** Ø Ð

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of Directors shall cause records required by the *P* including detailed and accurate records of the rec expenditures effecting the Common Elements and Lin Elements. Payment vouchers may be approved in suc Board may determine. Upon written request and pay reasonable fee, the Board shall furnish to any men of his or her account setting forth the amount of assessments or other charges due and owing from su which statement of account shall be conclusive evi amount of unpaid assessments or other charges due رد Dire includi expendi Elem amount of sucl such ect S CT. ion 6.08. ġ. TT. ement Records and S ecords requir 03 DIA 0 Ēħ \geq due om such men evidence due as of n. payment member a of any u Цч such manner payment of Ð coun e Act to receipts imited ct y unpa membe b in O Common н th S CT σ b he nd. õ D. μμω മ d th D H as ke Bo em b) Ð Ъ ū (Ť ō the ήH Ð Ë Q Ť.

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ARTICLE 7 GENERAL PROVISIONS

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deeds and cand leases name of th signed or more) بې مړ د بې l က Section and conv ection 7.03. Execut and conveyances of r ases of real estate to be executed by th f the Association by or attested by the of r yq 1 real estate, mortgages of real estat real estate, mortgages of real estat e (for an initial term of five years the Association shall be signed in th by the President, or a Vice-President e Secretary or an Assistant Secretary the real e e (for -president Secretary the ate, s or Ŕ LT. A11 and

ALL orner documents or instruments to be executed by Association (including, without limitation, contracts agreements, bonds, reports, releases, promissory note evidences of indebtedness; and deeds, conveyances, mo-leases other than those referred to in the preceding is shall be signed in the name of the Association by any officers of the Association. notes, and , mortgages, ing sentence the one 0r o ~ mor Ĵ, and Ð

or abol or all of any action How owever y change, abolish may from time to time the Board of inge, add to, limit, transfer to ish the authority of any officer documents or instruments, or may document or instrument by any pe from be " time add t' the either general the Board of transfer to or by any person or confined to d of Directors to another off icer or officer may authorize Ò ល g pe per H H fice fice fs t sons. Such ic instances to to йW exec Ē sign 0 0 sident r agent ign any Such üt ion

be issued authority be either behalT Section 7:04....Bor 1F of the Associati ssued in its name u ority granted by) t ither general or co orrowing. No money shall be borrowed on tion and no evidence of indebtedness shall unless authorized by (or pursuant to the Board of Directors. Authorization ma confined to specific instances. / shall be borrow be of indebtednes by (or pursuant d on shall Ŕ

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Section 7.06. Indemnification: The Association may indemnify any person who was or is a party or is threatened to 1 made a party to any threatened, pending, or completed action, suit, or proceeding, whether civil, criminal, administrative, of investigative, by reason of the fact that he or she is or was or is or was serving at the request of the Association Director, officer, employee, or agent of another corporation, partnership, joint venture, trust, or enterprise, against amounts paid in settlement with the action, suit, or proceeding in the manner and to the extent provided in this Section.

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(b) Indemnification may be made if and to that either the Board of Directors or independent lead in a written opinion) determines that the person to believed to be in or not opposed to the best interest believed to be in or not opposed to the best interest interest (notwithstanding Section 3.11 and 3.13) by a vote or (notwithstanding of Directors who were not parties a quorum consisting of Directors who were not parties ests det consent majorit s to the

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competen sentence Incorpor; affect, i Articles be cvcr be cvonfi adjudged t ent nt jurisdiction adjudges to be invalidity. If nt jurisdiction adjudges to be invalid any cla e, paragraph, section, or part of the Acticles ration or these By-laws, the judgment or decre impair, invalidate, or nullify the remainder s of Incorporation or these By-laws; but the e fined to the clause, sentence, paragraph, sect d to be invalid. f a. . ee of effe tion 0 sha the μņ 0 ö 0 j, Ē <u>н</u> о j. 5 rt. par ۵ no F I 0 ā m ΓT

occupant following in vot Sec ction Section 7. ction 2.07 g rights, ant for vi wing proc n.7.10....Enforcement P 2.07. the Board shall its, or infringe upon a r violations of restri-brocedure is completed: nrorcement Proceedings. Exp Board shall not impose a fin ringe upon any other rights ns of restrictions unless an s completed: :s o and ine m ¬ D un a C⁺ n as p ¢, mem til וף רח ind 0 1 4 ، بر 0 Ċ. ō Ĥ. **D**

spec the which such furth of s: QJ Ē urther (a) <u>bemand</u>. Wri Lleged violation shall be pecifying the alleged vione violation, and a time prior the violation may be anction violation is ner violation after bemand mand. Written demand to constant of the served upon the action of the action of the same nature may result of the same nature notice وسر 'n the ture may r violation ess than ter out further a statement result in ີ. ຊີ ەقىر Ð Ω cease e alle ion re than not leged viola required to ten days an ed continuing. **D** the sanction, that any **D** H. O ťo 0 ۲Ô. imposí μµ. ດ ທ duri T T aba 0 μa ٢Ť H- 3 **T** μ. ЪĢ Ð . on

nature of the control of the notice, an invita the notice, an invita chance, chanted of the notice, chanted of the notice. statemen occurs a hear nature violation abatemen (D) Notic tion continues ment without p 3, the Board ing of sanction ť be Notice. Within 12 months of such demand, if the tinues past the period stated in the demand for hout penalty, or if the same violation subsequent oard shall serve the violator with written notice be held by the Board. The notice shall contain the alleged violation, the time and place of the h shall be not less than ten days from the giving n invitation to attend the hearing and produce any idence, and witnesses on his or her behalf, and the ť be impos ed ЧЧ he ЧЧ 0 Ð Ηh.

(c) Hearing. The hearing shall be held in executive session purusuant to the notice affording the Member a reasona opportunity to be heard. Prior to the effectiveness of any sanction, proof of notice and the invitation to be heard shall placed in the minutes of the meeting. Such proof shall be dee adequate if a copy of the notice together with a statement of date and manner of delivery is entered by the officer or Direc who delivered such notice. The notice requirement shall be deemed satisfied if a violator appears at the meeting. The minutes of the hearing and the sanction imposed, if any. The member subject the procedure and hearing set forth herein shal have the right to present evidence (the formal rules of eviden shall not apply to the hearing) and to be represented by couns shall at hi: 'n g apply her ov own he procedure and hea present evidence (to the hearing) and h expense. ابے eme. f any. i herein s of e by in shall evidence by counsel be deer shal :1 ve -0 - ct Бe the ctor <u>نىز</u> ble be

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ARTICLE 8. AMENDMENTS TO BY-LAWS

preceding amendments which with Associatio amendment the amendment μ н transact: arising | = ar with respect "amendment" i repeal of any H Eff the Ъ Ð ő aws, he amendment etroactively undamental ž v rising be receding nd Declar Ш the Ř CT ICA mental change in the purposes or struct iation. The original By-laws of the As ment to the By-laws (unless otherwise e nendment or in the resolution adopting actively to the beginning of the Associ-ne maximum possible extent) shall apply actions, and events occurring and rights of the By-laws of the sentence and the retroactive effect would whet The ect ·law tions, a before ng sent 'n ů. The ion 8.01:.... The Associat se By-laws i ration, the ther or not any ñ includes ny or all shall otherwise t to the By S O ot , ori By-7 in h not 0 bt invalidate se be valid. By-laws, the s and applies By-laws, the and applies provisions c in th th the Articles HO on res the amendment 1 ion Where e word to the of the or. SOF the the therwise expressly adopting it)shall the Association's impair the н D "amend", he >~ ō structure the Associ apply trights of the effect 7 5 ВУamendment, nv-laws or t đ to to to Amend; ght from ti hereafter ration, and Associat: any c† act in "am Of and Ö amendment or "amended", c nt, alterati and ac the time these Liab the or nd thes result: f the ion 1 ນ on and each y stated in l be effecti existence a permitted by CT . ВУ-CT. 10 ad ilit rahsact and 0 ВУ-Laws n n D ק time to tior Th <u>م</u>نب By-in ion, . D Ч ach in s and ction laws ดิ ſ g :ive and 0 05 Ē.

paragr laws m the af fixed Вуmemb proposed agraph laws affiri ed by ers ection . and ם h 6.2(b) of be adopte rmative vo Section đ amendment least the œ ∙. 0.2 oted vote time ten 0 . ц С 03. Ð at Procedur CH days and 0f he ťo any 75 any meeting o 75 percent of Notice of any l place of the be corr Not Declar prior considered 5 Amend; any the such of any meet the proposed shal Board Act mee Board Action. Su amendment to the e Board of Direct e number of Direct ing 111 be bи at amendment g which <u>, ...</u>, .ven ť the subject chese Byectors t 0 al] the n Уq Ľ

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- 83 J.C. \$119410 ŝ and; of the aforesuid Condominium Declaration was described in said Declaration us Horizontal Froperty Regime; and Regime as set out in Exhibit real estate described below submitted certain property to the Inwa Book of Record on Commencing at the SE corner of the SU 1/4 of section . 10 T. 78 N. R. 25 W. of the fifth P.M.: thence N 89°44'12" W. along the South line of said SW 1/4 for 1316.66 feet; thence X. 99°15'48" E. for 14.94 feet to a point on the North right-of-way line of Railcoad Avenue and also Beamy the point-of-beginning; thence N. 97°24'93" E. along the point-of-ine for 421.55 feet to a point; thence E. 9°00'00" E., 52.87 feet to a point; thence E. 9°00'00" E., 152.87 feet to a point; thence E. 90°00'00" E., 27. thence S. 00°00'00" E., 450.90 fout along the East line of said Lot 7 to the point of bealming, and containing 3.920 acres, core or less, less struct. Lot 1, Jordon Square Plat December 2 HEREAS, That part of Lot 7 in the partition plat of Charles Nuttall Estate in the SV 1'4 of section 10 T. 78 N. R. 25 W. of the fifth P.M. lyinr East and North of highway except the North 132.7 feet of the West 295.8 feet measured on the North line more partic-ularly described is follows: WHEREAS, WHEREAS, WHEREAS, the by said Condominium Declaration the owners of the the s in the Polk County Recorder's office; and the Jordan 1984, in Book 5412, aforesaid property at the turn of the submission property submitted to said Norizontal Property AMENDMENT TO THE JORDAN SQUARE CONDOMINIUM DECLARATION X.X. Square Condominium l, an official plat now Declaration had been lenally platted "A" of the aforesaid Condominium ž Page 487 5131 NATE STREET IN STALL Recorder By Anna Street in Stall Recorder By Anna Street in Stall Recorder FILED FOR RECORD and following, in the nf beainning, less street. <u>ب</u> آر. follows: FEB 27 1985 -035846 included D'JJTE O ch entirety. כ 0 nd by this ubmitted to his amendment is J not its entirety her the aforesaid Cu and forming WHEREAS, WHEREAS, NOW, r 'n follows: .m.1 therefore: uni the Parapraph 2 Exhibit shall aiso Evhibit "h Dec larata addition o Exhibit as-endo-, nt in its ent 2 THEREFORE

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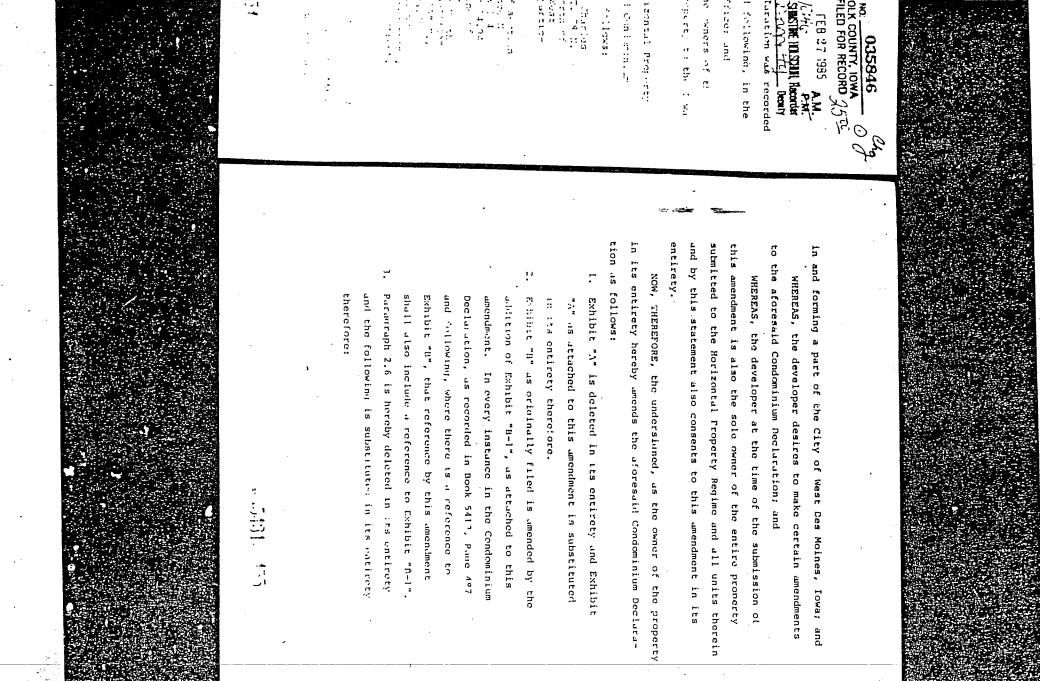
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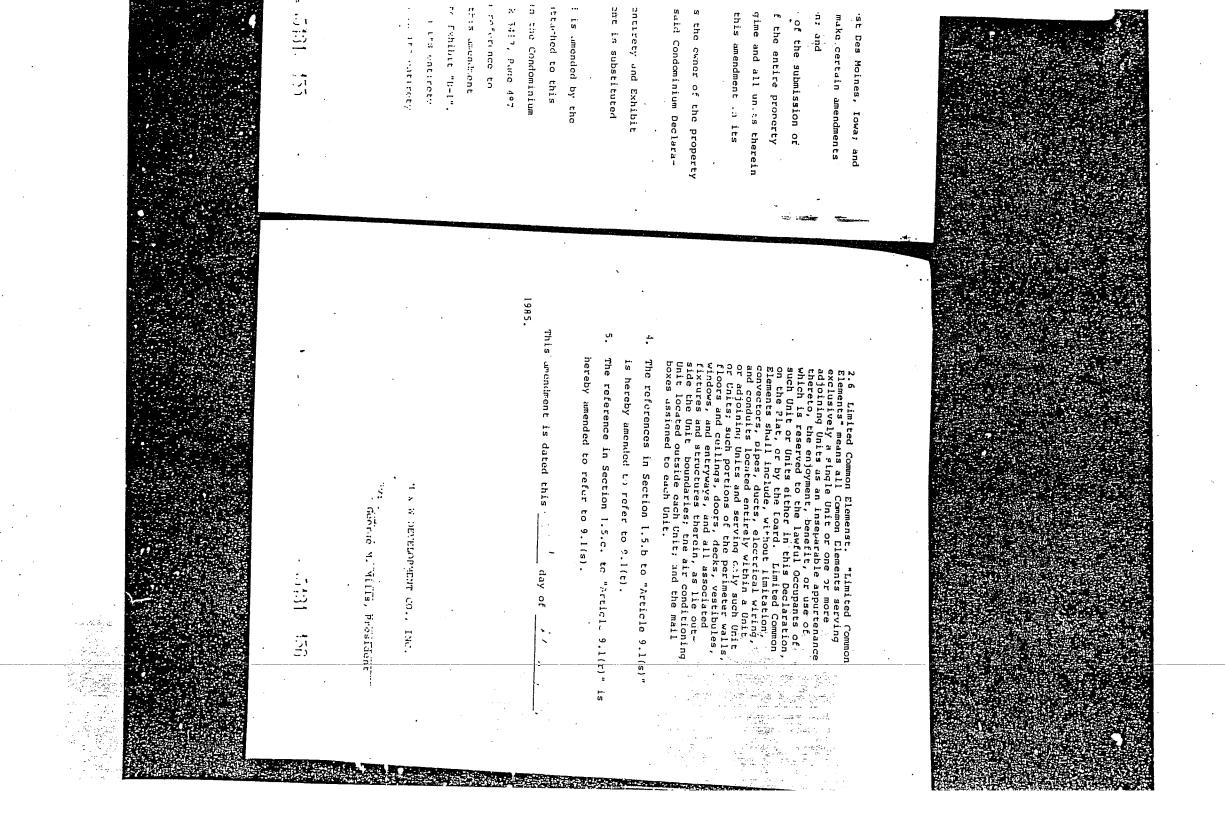
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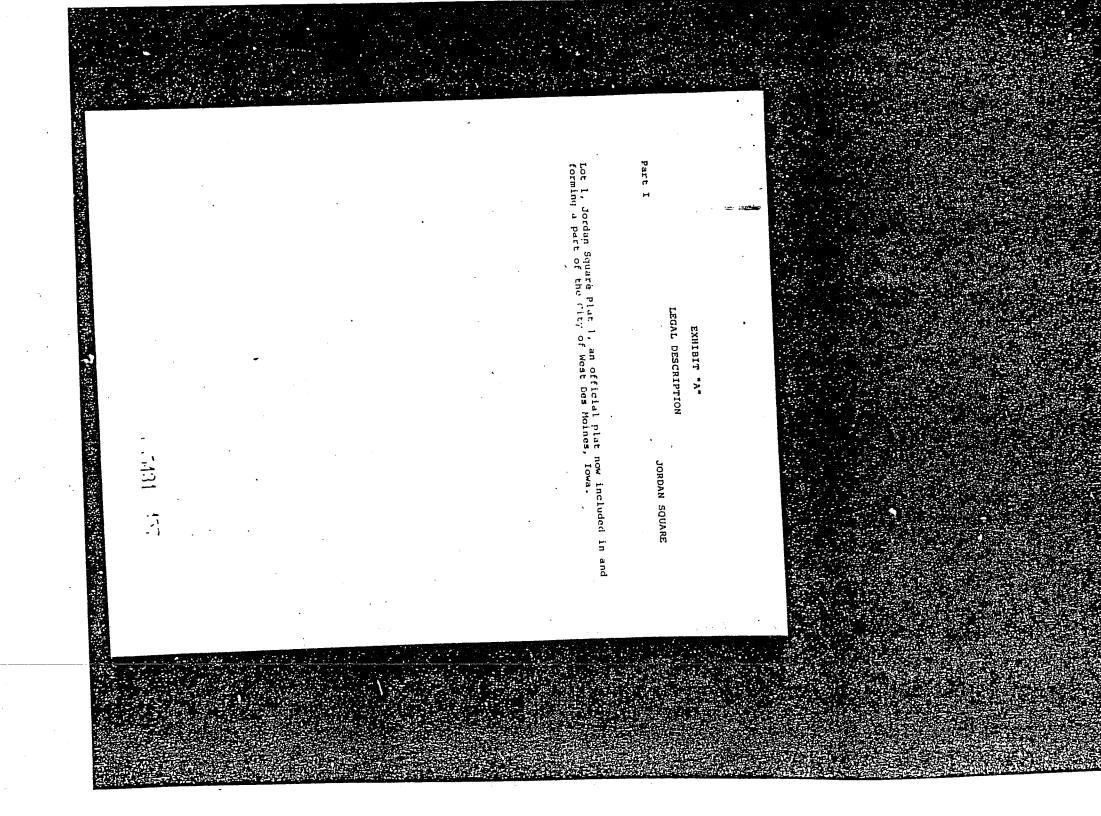
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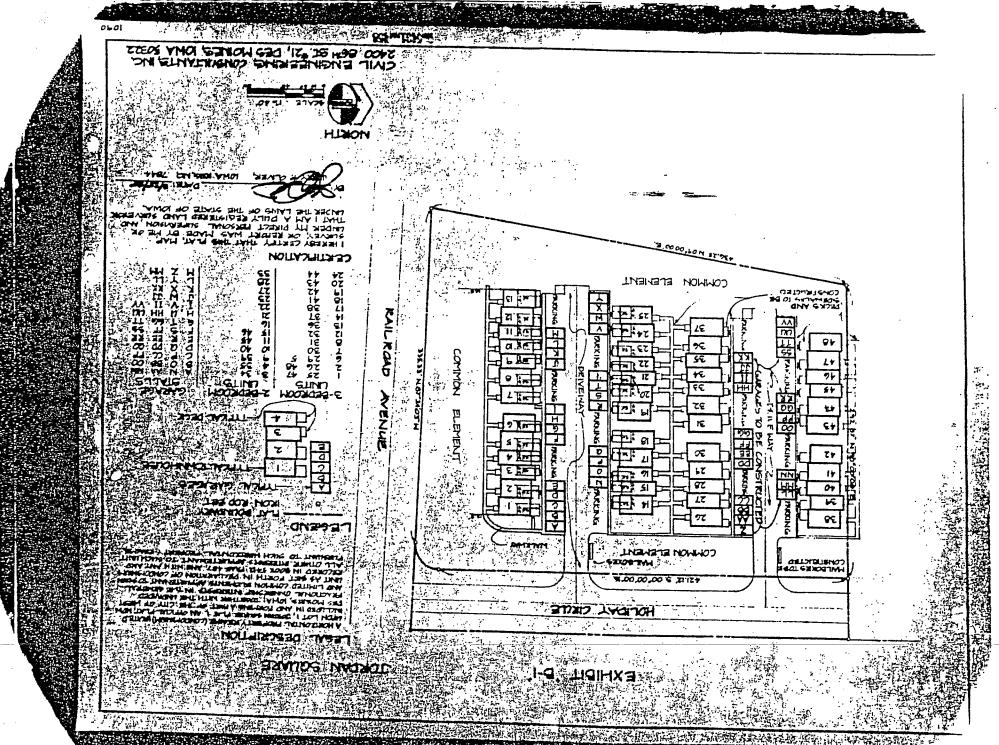
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AMENDMENT TO THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES AT JORDAN SQUARE, WEST DES MOINES, IOWA.

ref in in Horizontal Åq West erred Ζ Ŕ ĝ THIS ç t z Des ť the Development Co., to as "Declarant" Amendment Property a s Moines, Horizontal P. Moines, Iowa, Act, č the Property a, the t" pursuant Chapter 499 Inc. Declaration o perty Regime, an Iowa 499B, ő day the] Code 0 fi corporation, h the provisions Code of Iowa. 0 Hi н. Submission is made and hereinaf 0 0 fi executed ň 86T Pro the ter

WITNESSETH:

property zontal Pr 487; Polk and Des which ital Property Regim immediately west Moines, Iowa, and ch Submission was and County WHEREAS рλ μ Recorder peclarant s peclaration Regime west of est of Holiday Park on Ra and is more particularly was filed for record in L on led for record December 21, submitted of Submi a portion of 1 in t 1984, of Property to Ho 10cated adjacent Railroad Avenue, not the y described therein, the office of the , at Book 5412, Page 0f certain Hor rea ť ĻĻ.

additional property graph 10.3(a) of the thereof; and WHEREAS the Declaration eclaration provided fo by amendment to this a Declaration which is for or the submission o Declaration at Par s located at Page 2 0 H Npi

parcel mitted dance in Act this nce with the terms accordance with the terms as a condominium amendment. 1 of land WHEREAS ť 0f the -Regime the to the lying the Declarant the the provisions and for Declaration adjacent to a Part I of t conditions desires and ť 0 Hi the s of and north the submit Declaration in a that Declaration Horizontal Prop intends of an the t ation additional tract n in a Property ct sub-accor-on and

declare be held and the be held and conveye ditions, uses, limi declared and agreed sors, shall condominiums improvement of real assigns NOW, be al property heirs, exec that and ω THEREFORE, burden and and shall be deer ourden and a hor and shall be deer t all property described herein is conveyed subject to the following s, limitations and obligations, a executors, ny person and impro 11 be deemed to run wi d a benefit to Declara person acquiring or ow d improvements, their rs, administrators, de the Declarant in and furtherance o the following covenants, con obligations, all of which are urtherance of a plan for the nd the division thereof into ed to run with the land and Declarant, does owning r grantees, devisees an hereby y publ. held its an and interest i and ish. succes-d assign: shall and n

purposes the 1985 shall mitted to Åq and units the number ы С regime F be completed gime is ; legally Code 0 Fi governed the on Description meeting the Exhibit 0 Fi regime. located described Iowa, for ő "B" purposes of th μĻ 0f а 0 Exhibit Land. West attached hereto, completed in amended, Exhibit Des 0 Hi "В" The this Moines, it "A" at are the contains Land 0f Declaration following: shown Section attached hereby , Polk (and and and designated are County, Ided hereto. 499B. such submitted hereby and content 4 of for Iowa, dns The t o n

other Q unit; The number identifying each unit from every

the the ing purpose which it b. (and н. Н ⊳ 0 F 1e occupies; egend showing letter desig f describing showing designation and the the unit a numerical and the e garage stall a designation ge stalls and the h s for build 0 f

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t t which Ω each The such location unit 0f has each 0 F will unit and have common access element 'n

a part units a Declaration three-bedroom units All descriptions of designation and shown bedroom 0 and ň uni descriptions laration shall μ ω 2 on part hereof by reference are f it in the residential buildings designation which are too are 0ť units, Exhibit shown this and m on Exhibit and location t "B" atta apply are suc. buildings in '.. to Part the attached hereto location о Њ The "C" two-bedroom ы Ļ ~ floor and 0 Hi 2 Part Exhibit Annexed the stal r plans the flo loor and for Ч floor plans fo t "D" attached contained in t garage and which 'n Уq plans Part 1 previous for contained this N buildings the 0 Hi reference mad 1e two-bedroom their are submi each for therein the hereto three type locat .ននរ the and . O n made ar not Ō

elements, De are binding this except parties at the rt-Declaration, Λq **r**† vision erms Lon Horizontal le office of Book 5412, reference 0 Hi amendment ω . a S 0ť in L ownership Dec amended Incorporation the original interest on a S into ship interest, larant's right Property the Polk Page 487 Page and the amended, Лq this its Declarant, s provisions record Amend The rights, and amendment. County Regime Declaration оff including original amendment Declaration general Amendments management, the which Recorder are owners, . of All provisions o the definitions, Declaration was common thereto Submission of Prop as filed for record H on H full December 21, to are incor accordance and maintenance, and all force provides limited of Property record in r 21, 1984, 0f successor and descripwith the , 1984 porati etc. common effect th their for pro Φ 🛰

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·		i ယ ၊	On this day of , 198 , 198 , undersigned, a Notary Public in and for the St sonally appeared GEORGE M. MILLS and FRANCIS L me personally known who, being by me duly swor they are the President and Secretary, respecti corporation executing the foregoing instrument has been procured by said corporation; that sa was signed on behalf of said corporation by au	STATE OF IOWA, COUNTY OF POLK, ss:	By FRANCIS	BY GEORGE N	, Developer has irst above writt M & W DEV	5. Provisions Applicable to the City of Each and every provision of the original Decla to the City of West Des Moines is incorporated into this Declaration and remains in full force in accordance with its terms as set forth in t	4. Percentage of Ownership Interests. In with Paragraph 2.2 of the Declaration appurtenan unit shall be an undivided fractional interest i elements. In accordance with Paragraph 2.3(b), interest of each unit owner will decrease from 1 the common elements to up to 1/84th of the commo if all 36 units in Part 2 are completed as plann all units are completed, the fractional interest mon elements of each unit shall be determined by numerator of one and a denominator which a certificate has been issued by the City of West Des Moines. than July 1, 1988, the Developer shall file a wr ment reflecting the final adjustment of ownership in the common elements pursuant to Paragraph 2.3 Declaration.	
	I		before me, t ate of Iowa, . WHITEHURST, n, did say th n, did say th vely, of said , that no sea id instrument thority of it	₹ 5 ° -000.	L. WHITEHURST, S	M. MILLS, Preside	executed this Declara en. ELOPMENT CO., INC.	West Des Mo ration relat by referenc e and effect he Declarati	In accordanc enant to each st in the comm b), the fracti om 1/48th of ommon elements lanned. Until rest in the co d by using a l1 be the numb cate of occupa es. Not later es. Not later ship interest 2.3(c) of the	
					Secretary	dent	ຖ ມ ເ	uines.		

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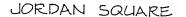
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Board of Directors; and that the said GEORGE M. MILLS and FRANCIS L. WHITEHURST, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed. ۰. 100 0000 14 NOTARY PUBLIC IN AND IOWA · ! : • FOR THE STATE ۰. OF

÷ Part ΤT Lot 1, JORDAN SQUARE, Plat 2, an Official Plat now included in and forming a part of the City of West Des Moines, Iowa. Legal Description EXHIBIT ۳A" • ł Jordan Square

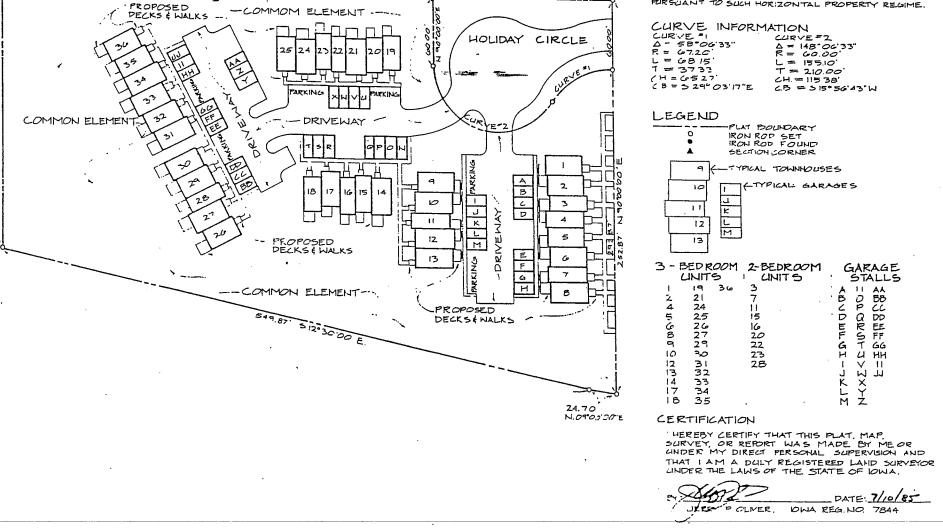
EXHIBIT "B"

393.13' 5 00"00 00"E

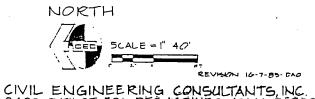


LEGAL DESCRIPTION

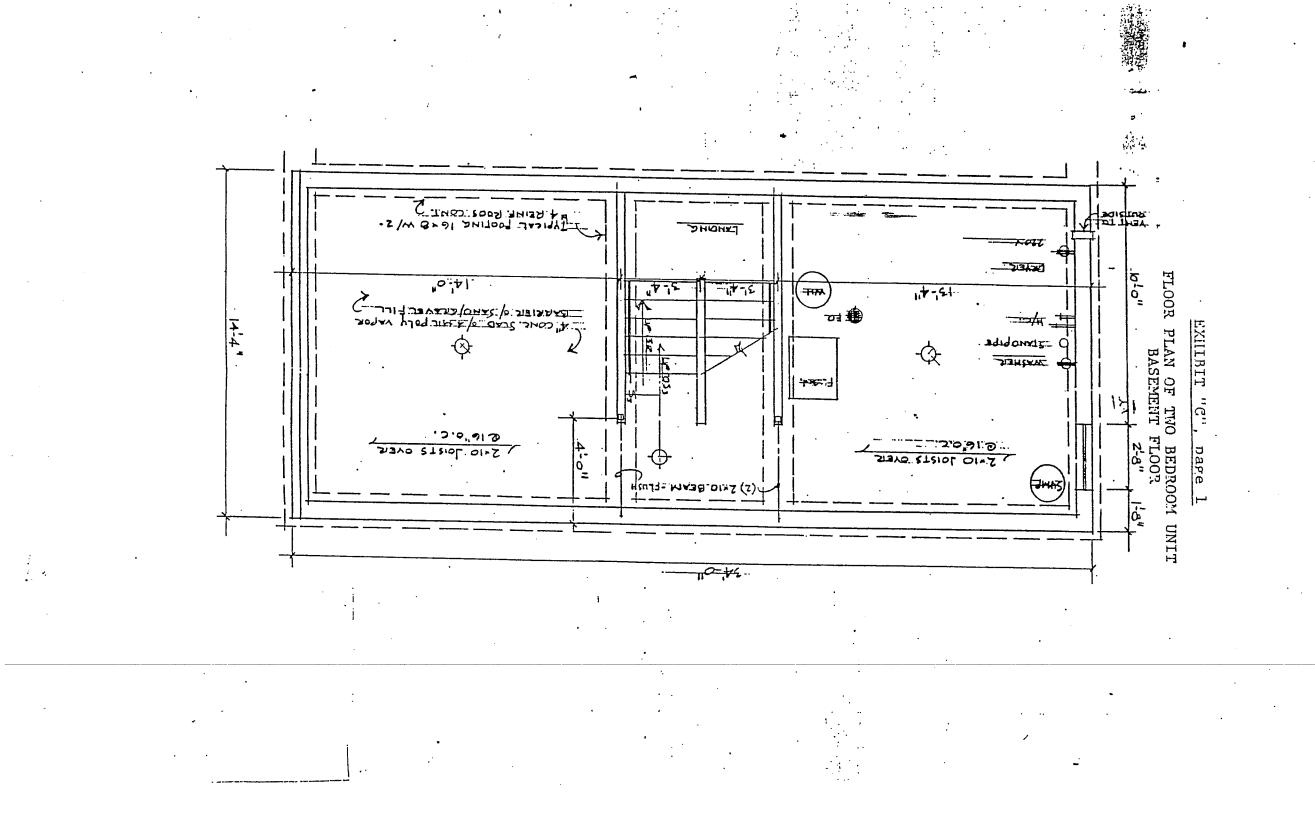
A HORIZONTAL PROPERTY REGIME LONDOMINIUM) LOCATED UPANLOT I, JORDAN SQUARE PLAT 2, AN OFFICIAL PLAT NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, DWA; TOGETHER WITH THE UNDIVIDED FRACTIONAL OWNERSHIP INTERESTS IN THE GENERAL AND LIMITED COMMON ELEMENTS APPURTENANT TO SUCH LINITAS SET FOURTH IN DECLARATION OF LONDOMINIUM RECORDED IN BOOK 5412 PAGE 487 AND WITH ANY AND ALL OTHER INTERESTS APPURTENANT TO SUCH UNIT FURSUANT TO SUCH HORIZONTAL PROPERTY REGIME.

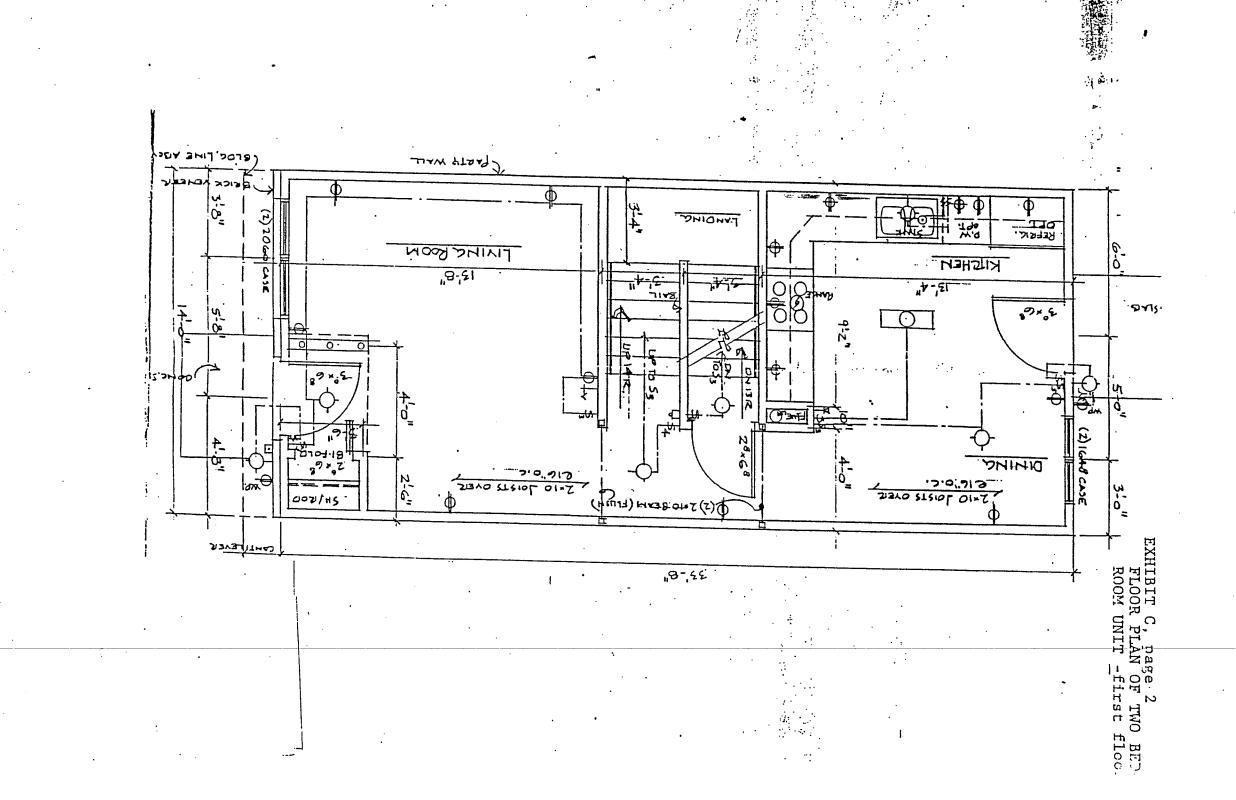


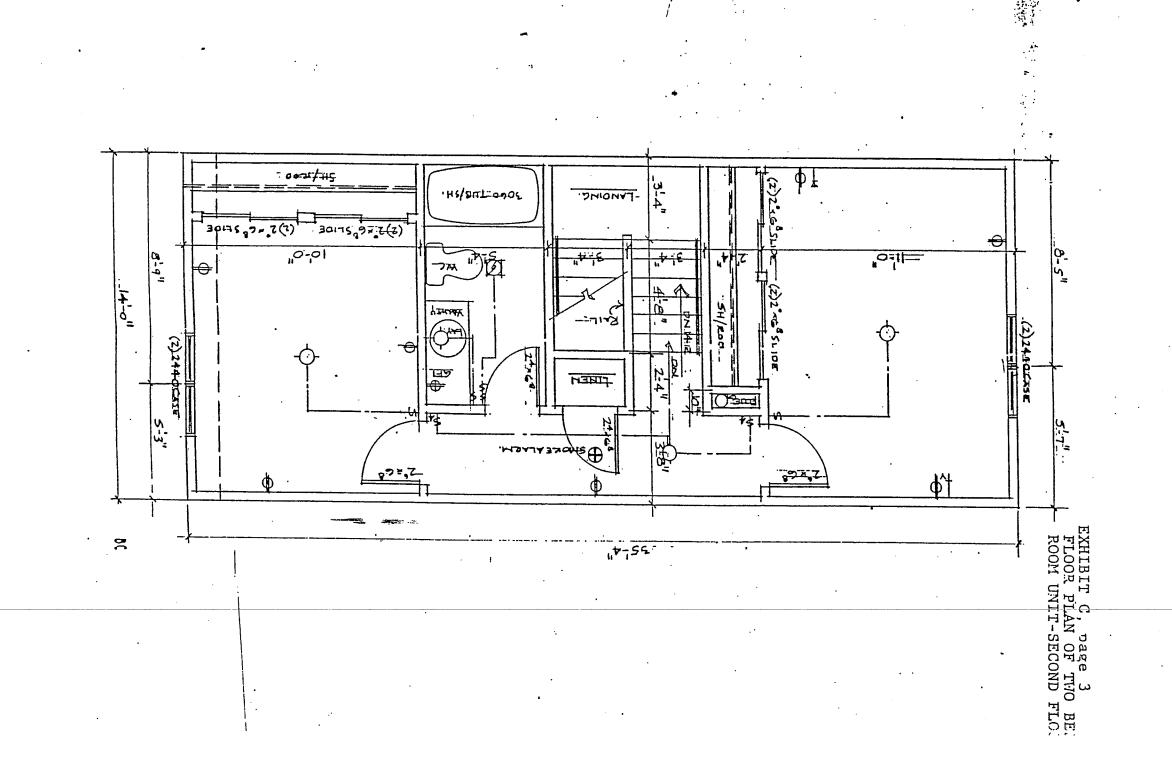
168.00' 5000000" E

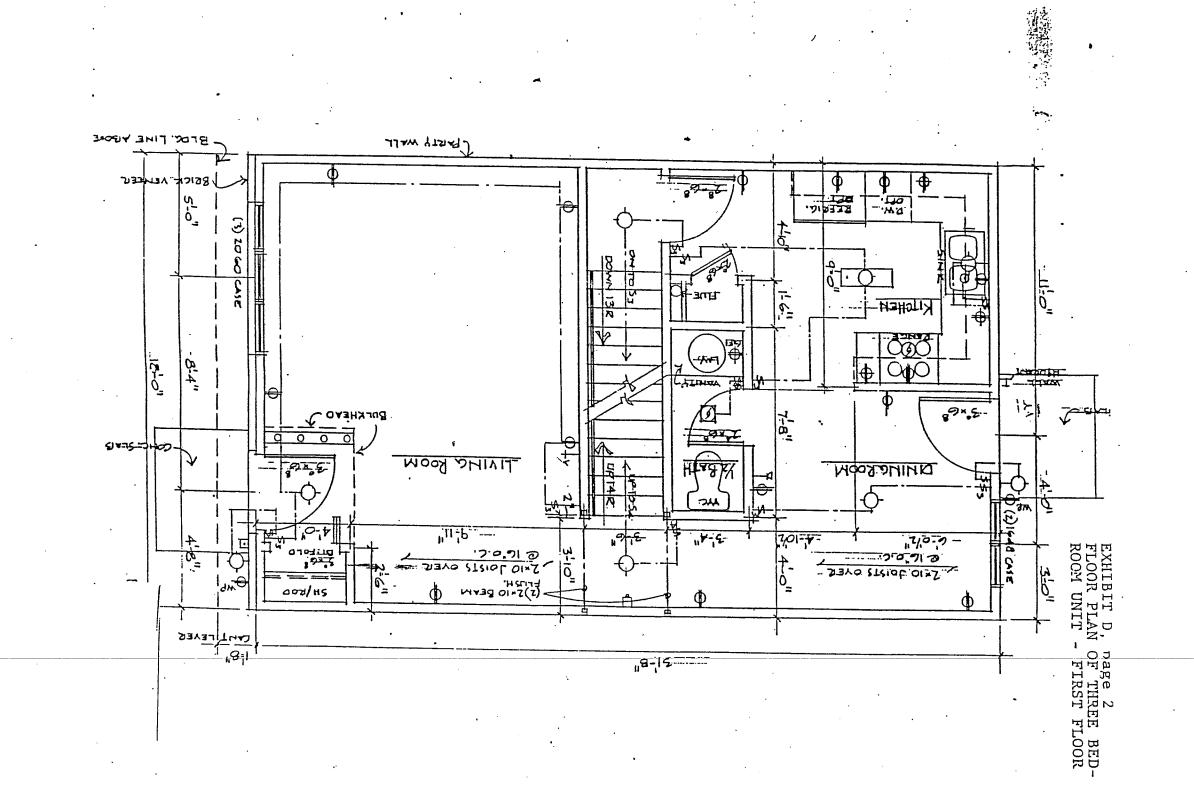


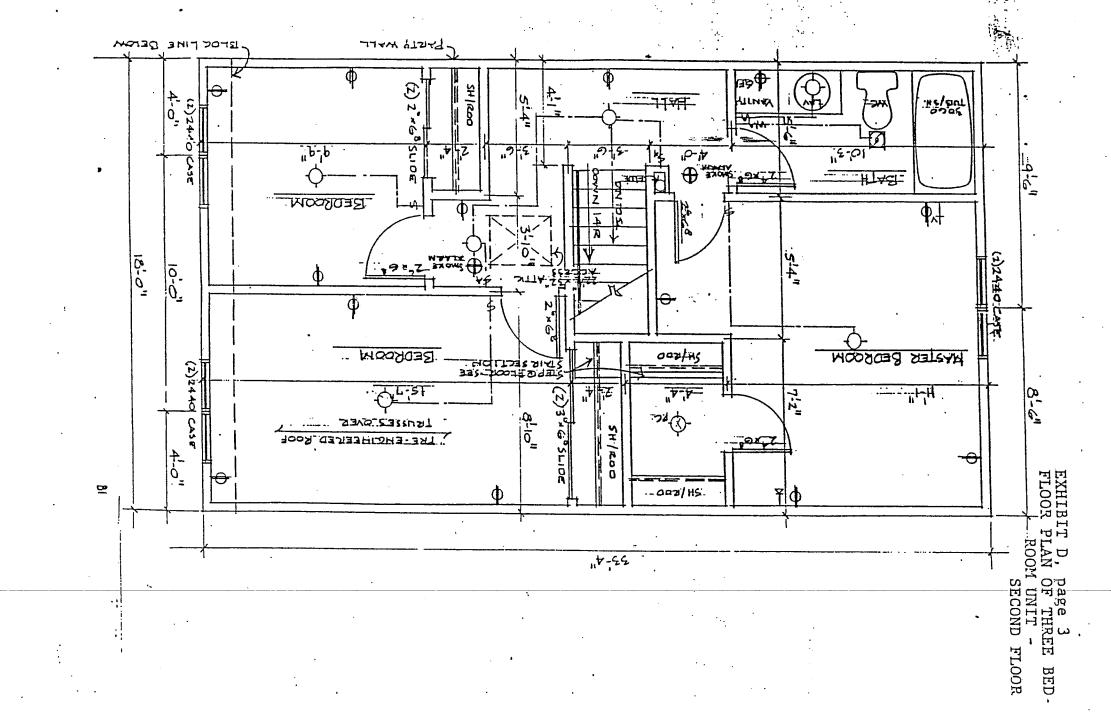
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