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Doc ID: 015621700055 Type: GEN
Recorded: 09/16/2004 at 11:45:15 AM
Fee Amt: \$277.00 Page 1 of 56
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2005-00026865
BK 10735 PG 379-433

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

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

**DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
ROCK CREEK CONDOMINIUMS**

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

RECITALS

A. The Developer is the owner of the land (the "Phase 1 Land") and proposed improvements to be known as Phase 1 of the Rock Creek Condominiums in the City of Altoona, Polk County, Iowa. The legal description of such Phase 1 Land is as follows:

Legal Description Phase 1 Land

Phase 1 Description:

A PART OF LOTS 2 AND 3 IN BROOKFIELD ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ALTOONA, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S07°26'21"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 311.58 FEET; THENCE S29°16'54"E ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 226.79 FEET; THENCE S68°34'25"W, A DISTANCE OF 223.52 FEET; THENCE S41°01'51"W, A DISTANCE OF 75.49; THENCE N54°42'14"W, A DISTANCE OF 240.07 FEET TO THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST RIGHT OF WAY LINE (R.O.W.) OF 34TH AVENUE SW AS IT IS PRESENTLY ESTABLISHED; THENCE N12°38'19"E ALONG THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF SAID 34TH AVENUE SW, A DISTANCE OF 159.40 FEET; THENCE N00°23'43"E ALONG THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF SAID 34TH AVENUE SW, A DISTANCE OF 338.26 FEET TO A CURVE ON THE SOUTH R.O.W. LINE OF RUTHERFORD DRIVE AS IT IS PRESENTLY ESTABLISHED; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY A DISTANCE OF 38.68 FBET, WITH A RADIUS OF 25.00 FBET, A CHORD OF 34.94 FEET, A CHORD BEARING OF N48°39'21"E, AND A DELTA OF 88°39'08"; THENCE N89°53'37"E ALONG THE NORTH LINE OF SAID LOT 2 AND 3, SAID LINE ALSO BEING THE SOUTH R.O.W. LINE OF SAID RUTHERFORD DRIVE, A DISTANCE OF 225.26 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY A DISTANCE OF 95.10 FEET, WITH A RADIUS OF 410.00 FEET, A CHORD

OF 94.89 FEET, A CHORD BEARING OF S83°27'20"E, AND A DELTA OF 13°17'23", SAID CURVE BEING THE NORTHERLY BOUNDARY OF SAID LOTS 2 AND 3, TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 4.73 ACRES MORE OR LESS.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

The Developer is the owner of additional land adjacent to the above described Phase 1 Land (the "Additional Land") which the Developer may desire to subject to the terms of this Declaration in additional phases. The legal description of the Additional Land is as follows:

Legal Description of Additional Land

Future Development Description:

A PART OF LOT 3 IN BROOKFIELD ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ALTOONA, POLK COUNTY, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID LOT 3; THENCE S07°26'21"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 311.58 FEET; THENCE S29°16'54"E ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 226.79 FEET TO THE POINT OF BEGINNING; THENCE S16°09'29"E ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 113.58 FEET; THENCE S06°43'21"E ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 115.44 FEET; THENCE S11°23'29"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 286.28 FEET; THENCE S05°15'16"W ALONG THE EAST LINE OF SAID LOT 3, A DISTANCE OF 38.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE N89°52'33"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 268.45 FEET; THENCE N89°49'22"W, ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 103.37 FEET TO THE SOUTHWEST CORNER OF SAID LOT 3, SAID POINT ALSO BEING ON THE EAST RIGHT OF WAY (R.O.W.) LINE OF HIGHWAY NO. 65 AS IT IS PRESENTLY ESTABLISHED; THENCE N20°48'44"W ALONG THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF SAID HIGHWAY NO. 65, A DISTANCE OF 212.62 FEET TO THE EAST R.O.W. LINE OF 34TH AVENUE SW AS IT IS PRESENTLY ESTABLISHED; THENCE N00°25'44"E ALONG THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF SAID 34TH AVENUE SW, A DISTANCE OF 344.00 FEET; THENCE S83°52'32"E ALONG THE WEST LINE OF SAID LOT 3, SAID LINE ALSO BEING THE EAST R.O.W. LINE OF SAID 34TH AVENUE SW, A DISTANCE OF 6.22 FEET; THENCE S54°42'14"E, A DISTANCE OF 240.07 FEET; THENCE N41°01'51"E, A DISTANCE OF 75.49 FEET; THENCE N68°34'25"E, A DISTANCE OF 223.52 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND CONTAINS 5.18 ACRES MORE OR LESS:

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD

A Site Plan depicting the Phase 1 Land and the Additional Land and the proposed Buildings and Units to be constructed thereon is attached hereto as Exhibit A (the "Site Plan").

B. Phase 1 of the Rock Creek Condominiums is to consist of the Phase 1 Land and Buildings 1, 2 and 3 thereon which are each two-story wood frame buildings with stone in front on the end peaks from top to bottom and stone deck facings and laminate architectural shingles on the roof, with Building 1 being comprised of 4 two-bedroom Units and 8 three-bedroom Units, Building 2 being comprised of 4 two-bedroom Units and 8 three-bedroom Units, and

Building 3 being comprised of 4 two-bedroom Units and 8 three-bedroom Units, each Unit with a corresponding detached garage. Developer by this Declaration intends to make Phase 1 of the Rock Creek Condominiums a condominium as defined in Chapter 499B, Code of Iowa, and pursuant to this Declaration. Developer intends to expand the condominium regime subject to this Declaration in phases by subsequent amendment, such additional phases to consist of one or more additional Buildings on land already dedicated to the condominium regime and/or parcels from the Additional Land with Buildings to be located thereon, with such additional Buildings being two-story wood frame buildings with stone in front on the end peaks from top to bottom and stone deck facings and laminate architectural shingles on the roof, each unit with a corresponding garage and with such additional Buildings to have the number of Units each as depicted on the Site Plan totaling up to 72 Units for all phases.

C. Developer's purpose, by filing this Declaration, is to submit and convey the Phase 1 Land described above and Buildings 1, 2 and 3 to be constructed thereon, together with all appurtenances thereto, to the condominium form of ownership and use pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon such property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominium units and the owners thereof.

NOW, THEREFORE, Developer does hereby declare that all of the Phase 1 Land and Buildings 1, 2 and 3 thereon be denominated as Phase 1 and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the furtherance of a plan for the improvement of the property and the division thereof into condominiums and shall run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person owning an interest in the real property, improvements and appurtenances thereto, his grantee's successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I

DEFINITIONS AND GENERAL

1. Association. The term "Association" means ROCK CREEK CONDOMINIUMS OWNERS ASSOCIATION, INC., and its successors and shall, for purposes of this Declaration, be the "Council of Co-owners" as defined in Section 499B.2(3) Code of Iowa.
2. Building. The term "building" or "building(s)" means the buildings constructed on the Phase 1 Land or the Additional Land containing the Units.
3. Common Elements or Areas. The term "common elements" or "common areas" means all general common elements and limited common elements as defined herein.
4. Condominium. The term "condominium" when used as a noun means a Unit and appurtenances thereto.

5. Condominium Documents. The term "condominium documents" means this Declaration, all exhibits attached hereto including the Articles of Incorporation and Bylaws of the Association, and supplements and amendments thereto.
6. General Common Elements. The term general common elements means and is described as all portions of the property not located within any Unit except such portions of the property which are defined or reserved as limited common elements, and the term also includes but is not limited to the land, driveways, outside parking, sidewalks, landscaping, plantings and pertinent equipment and furnishings.

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

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

11. Plural and Gender. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.
12. Successors, Grantees and Assigns. Reference to Developer, an owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.
13. Severability. The invalidity of any covenant, restriction agreement, undertaking, or other provision of any; condominium document shall not affect the validity of the remaining portions thereof.
14. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this document; provided that, wherever specifically provided, modification of certain exhibits shall not be deemed an amendment of this Declaration.
15. Other Definitions. Certain other terms are defined at various places in this Declaration and to the extent not defined herein, the definitions contained in the Horizontal Property Act shall control.

ARTICLE II.

IDENTIFICATION OF LAND, BUILDINGS AND UNITS

1. Location of Land and Improvements. The Phase 1 Land and improvements hereby submitted to the regime are located at Altoona, Polk County, Iowa, as legally described above and as depicted on the Site Plan. The Phase 1 Buildings, being Buildings 1, 2 and 3, are hereby submitted to the regime. The Phase 1 Units in such Phase 1 Buildings, which are shown on the Site Plan and depicted on the building floor plans attached hereto as Exhibit B, are hereby submitted to the regime. Exhibits "A" and "B" contain and such contents shall govern, for purposes of this Declaration and for purposes of meeting certain requirements of Section 499B.4 and 499B.6 of the Code of Iowa, the following:
 - (a) The number identifying each Building and Unit, the location and number of rooms in each Unit and the immediate common area to which each Unit has access.
 - (b) The full and exact copy of the plans of the Buildings which show graphically all particulars of the Buildings including, but not limited to, the dimensions, area and location of the common elements affording access to each Unit.
2. Streets and Driveways. The streets and driveways shown in Exhibit "A" shall be private streets and driveways within the regime and common elements thereof, affording access to the Units and common elements from public streets, and an easement over such streets and driveways as is necessary for ingress and egress to such Units and common elements shall be appurtenant to each Unit.

ARTICLE III.

OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS

1. Exclusive Ownership of Unit. Each owner shall be entitled to exclusive ownership and possession of his Unit and corresponding detached garage. An owner shall be deemed to own the windows and glass doors of his Unit. An owner shall not be deemed to own the undecorated or unfinished interior surfaces of the perimeter walls, floors, ceilings and exterior doors bounding his Unit which are included in limited or general common elements notwithstanding the fact that such elements are within the perimeter of such Unit. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the perimeter walls, floors, ceilings, and exterior doors bounding his Unit and also shall have such exclusive rights with respect to general or limited common elements which are within his Unit, including specifically the right to penetrate such common element with nails and other fasteners for hanging customary pictures, mirrors and similar wall decorations.
2. Appurtenances. There shall pass with the ownership of each Unit as a part hereof, whether or not separately described, all appurtenances to such Unit (whether such appurtenance is described in this Article or elsewhere in this Declaration or in the Bylaws of the Association), including the limited common elements. No part of the appurtenant interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the regime.
3. Ownership Units. For purposes of this Declaration and the Bylaws of the Association, appurtenant to each Unit shall be one ownership Unit as listed in Exhibit "C" of this Declaration. The ownership Units which are appurtenant to each Unit are hereby created by this Declaration and shall be counted for all purposes stated herein and in the other condominium documents irrespective of any actual occupancy or use of the Unit to which appurtenant.
4. Undivided Ownership Interest. An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of all Units which have been submitted to the regime, all as shown on Exhibit C, attached hereto.
5. Use of Limited Common Elements. The exclusive use of limited common elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.
6. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the general common elements.

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

ARTICLE IV.

LIMITED COMMON ELEMENTS

1. Definition. The term "limited common elements" shall mean a portion of the common elements set aside and allocated for the restricted use of respective Units as is or as may hereafter be designated. At the time of conveyance, each respective document of conveyance shall be deemed to convey the limited common elements to be used exclusively in conjunction with the respective Unit without necessity of naming the same.
2. Reservation. The limited common elements consisting of the balconies or patios which exclusively serve each Unit are reserved as limited common elements for the exclusive use of each respective Unit.
3. Balconies or Patios. The cost of maintenance and repair of any balcony or patio shall be assessed against the Unit that such balcony exclusively serves.
4. Exception. Notwithstanding the reservations permitted by this Article, the design and layout of the Building and grounds submitted and the integrity and appearance of the regime as a whole are the common interest of all owners and shall remain a part of the general common elements.
5. Right of Association. The reservation of the limited common elements shall not limit any right the Association and its agents may otherwise have to alter such limited common elements or enter upon such limited common elements.

ARTICLE V.

DEVELOPERS RESERVED RIGHTS, POWERS AND OBLIGATIONS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent Units not previously sold by the Developer to any person and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of such Units and any recreational facilities including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises, and to use common elements to show such Units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals and other facilities furnished by Developer shall not be considered common elements and shall remain their separate property. Developer retains the right to be and remain the owner of completed but unsold Units under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease.
2. Developer's Liability for Assessments. The Developer, and the Units which Developer owns, shall be liable for any assessments made by the Association whether general or special, as is any other Unit owner.

3. Designation of Association Directors. Developer shall have the right to name all members of the Board of Directors of the Association until the first annual members meeting of said Association which shall be held no later than the earlier of 120 days after the date by which 75% of the Units (after completion of all phases of the development of the condominium regime) have been conveyed to Unit purchasers or the date 5 years after the date the first Unit is conveyed (hereinafter referred to as the "Control Transfer Date"). Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.
4. Right To Amend Plans. Developer reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between apartments, so long as Developer owns the Units so altered. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment to the Declaration. An amendment made pursuant to this paragraph need be signed and acknowledged only by the Developer, its agents or assigns and need not be approved by the Association, Unit owners or mortgagees, whether or not elsewhere required for an amendment. Provided, however, no change pursuant to this paragraph shall alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, affected Unit owners and affected mortgagees in a manner elsewhere provided.
5. Construction of Units -- Variation and Adjustments. The Developer reserves the right to substitute for any of the materials, equipment and appliances, materials, equipment and appliances of equal or better quality.
6. Initial Working Capital Fund. If or when any first mortgage on a Unit is to be insured by FHA or sold to FNMA, the Developer shall establish a working capital fund in an amount at least equal to two months of the estimated common charges for each Unit then existing or being constructed in the development of the condominium regime, to meet unforeseen expenditures or to purchase additional equipment or services. The share of each Phase 1 Unit of the working capital fund shall be collected at the time of the sale of the Unit or on the Control Transfer Date, whichever is earlier, or for Units sold prior to the establishment of the fund, at the time of the closing of the first mortgage loan to be insured by FHA or sold to FNMA. As any additional phases are completed, the Developer shall add to the fund the share for such Units at the time of the sale of each Unit or on the Control Transfer Date, whichever is earlier. If any phase is completed after the Control Transfer Date, the Developer shall collect the share of the working capital fund for those Units at the time the Units are sold or completed, whichever is earlier. Amounts paid into this fund shall not be considered as advance payments of regular assessments. The working capital fund shall be transferred by the Developer to the Association for deposit to a segregated fund on the Control Transfer Date. The Developer may not use the working capital fund to defray any of its expenses, reserve contributions or to make up any budget deficits while it is in control of the Association. The Developer may, however, reimburse itself for funds paid to the Association for any unsold Unit's share of the working capital fund from funds collected at closing when the Unit is sold. After control of the Association has effectively been transferred to the Unit owners, the Association may determine how and when such fund shall be used for other purposes if not needed for the purposes for which it was established.

7. Construction of Buildings. Developer reserves the right to construct one Building at a time in the Condominium Regime.
8. Assignment of Developer's Reserved Rights. Developer shall have the right to assign all of its Reserved Rights and obligations as Developer to any person, corporation or other entity. Upon such assignment of Developer's Reserved Rights, the initial Developer shall have no further obligation in connection with the Condominium Regime.
9. Right of Access. The Developer reserves an easement over the common elements of the condominium regime for the purpose of completing the improvements and phases thereof contemplated by this Declaration. Provided, however, the Developer shall restore any common element disturbed by Developer's use of such easement to the condition existing prior to the disturbance as soon as practically feasible after Developer's use of the easement rights granted herein are concluded. Also, the easement rights granted herein shall be exercised by the Developer only if and when the access required by Developer is not otherwise reasonably available other than over, across or through the common elements.

ARTICLE VI.

MANAGEMENT OF THE REGIME

1. Association; Membership; Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa. Copies of its Articles of Incorporation and of its Bylaws are attached hereto as Exhibit "D" and Exhibit "E", respectively. Whenever a vote or other action of Unit owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or of the Council of Co-Owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.
2. Agreements and Compliance. All owners, the Association, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provision of the Bylaws of the Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure by any owner, the Association, tenant, family, guest or other person occupying or managing the condominium regime to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and for mandatory or other injunctive relief without waiving either remedy. The costs, including reasonable attorney's fees incurred by the Association to enforce same shall be a lien against the Unit whose owner failed to comply and this lien shall be subject to foreclosure by the Association.

3. Availability of Documents and Records. The Association shall make available to Unit owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of this Declaration, the Bylaws of the Association and any rules or regulations passed by the Association governing the condominium regime and other books, records and financial statements of the Association. Such information shall also be made available by the Association to prospective purchasers of Units, including the most recent audited financial statement of the Association, if such is prepared. "Available" shall at the least mean available for inspection upon request during normal business hours or under other reasonable circumstances. Also upon the written request of any agency or corporation which has an interest or prospective interest in the condominium regime, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.
4. Included Powers; Foreclosure of Lien; Waiver of Partition. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-Owners and the owners as a group by Chapter 504A and 499B Code of Iowa, and, as such, are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on Units thereby, and the right, acting on behalf of the Unit owners, to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same; all Unit owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition. Each owner hereby waives any right to delay or prevent such foreclosure by the Association which he may have by reason of a homestead exemption.
5. No Avoidance by Waiver of Use; Right of Entry. Each owner shall be liable for all assessments made by the Association against his Unit for common expenses and liabilities of the Association and the condominium property and regime. The liability of a Unit owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of a Unit for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter a Unit as may be necessary or advisable to carry out its responsibilities.
6. Utilities. Each Unit owner shall pay all charges before they become delinquent for telephone, electricity, gas, cable television and any other service which is billed directly to the Unit owner. All other utility charges shall be paid by the Association and the costs of the same shall be a common expense to be assessed against each Unit owner as part of the regular assessment.
7. Management Contract. Pursuant to authority granted in its Bylaws, the Association has the right to enter into a contract with Developer or its assigns for professional management of its affairs for an initial term not to extend for more than three years from the date of the filing of the Declaration, and the management fee thereof shall be a common expense and such fee shall not increase by more than the yearly rate of increase in the Consumer Price Index U.S. City Average for Wage Earners and Clerical Workers (CPI-W) as published by the Department of Labor. Any such fee adjustment shall be no more often than once each year and the fee paid during the first year shall be the base

year and the Index published for the first month on the initial term shall be the base index. Upon or after the Control Transfer Date the Association or the Developer shall have the right to terminate such contract without penalty or cause upon 90 days written notice to the other party.

8. Discharge of Liability. The owner shall promptly discharge any lien which may hereafter be filed against his condominium Unit.
9. Negligence. A Unit owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of his family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.
10. Limitation of Association's Liability. The Association shall not be liable for any failure of water or other service to be obtained and paid for by the Association hereunder, or for injury or damage to property caused by or on the common elements or by another owner or person in the project, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common area or from any action taken to comply with any law, ordinance or orders of a governmental authority.
11. Indemnification of Management Committee Members. Each member of the Association shall be indemnified by the owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.
12. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Condominium to manage, control and deal with the interest of such Owners in the Common Areas so as to permit the Association to fulfill all of its duties and obligations hereunder and to exercise all of its rights hereunder, to deal with the Rock Creek Condominiums upon its destruction or obsolescence as hereinafter provided. The Association, or any Insurance Trustee designated by the Association, is hereby irrevocably appointed attorney-in-fact for the owners of each and every condominium to purchase, maintain and handle insurance and insurance proceeds and condemnation awards as hereinafter provided, including, but not limited to collection and appropriate distribution of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution of documents, and the

performance of all other acts necessary to accomplish such purpose. The acceptance by any person or entity of any interest in any condominium shall constitute an appointment of the Association as an attorney-in-fact as provided above.

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

ARTICLE VII.

FIRST LIEN HOLDERS RIGHTS

1. Notices of Action. A holder, insurer, or guarantor of a first mortgage, upon written request to the Association, (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), will be entitled to timely written notice of:
- (a) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any Unit or the exclusive easement rights appertaining thereto, (ii) the interest in the general or limited common elements appertaining to any Unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the Association appertaining to any Unit or (iv) the purposes to which any Unit or the common elements are restricted.
 - (b) Any proposed termination of the condominium regime;
 - (c) Any condemnation loss or any casualty loss which affects a material portion of the condominium regime or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an owner of a Unit subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of 60 days;

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

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

(a) Any restoration or repair of the condominium property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 67% of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained.

(b) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of the eligible holders of first mortgages on Units to which at least 67% of the votes of Units subject to mortgages held by such eligible holders are allocated.

(c) Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by this Declaration or by applicable law, no reallocation of interest in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages held by such eligible holders are allocated.

NOTE: As used in this section, the term "eligible holder, insurer, or guarantor" shall mean a holder, insurer, or guarantor of a first mortgage on a Unit which has requested notice in accordance with the provisions of Section VII(1) above. The rights set forth in this Article VII are in addition to and not in limitation of the other rights granted elsewhere in the Declaration to any eligible holder, insurer, or guarantor.

ARTICLE VIII.

MAINTENANCE, ALTERATION AND IMPROVEMENT

1. Definitions. Certain terms used in this Article shall have a meaning as follows, provided any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.

(a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit, the building, the common elements, or the property in its condition as of the date of the completion of such improvements or restoration.

(b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility, otherwise provided for by this Declaration or any Supplemental Declaration.

2. Maintenance by Association.

(a) The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as a common expense except where the cost of maintenance has been specifically made the responsibility of each Unit in which case, each such Unit shall be assessed on an individual basis.

(b) The Association shall repair incidental damage caused to a Unit through maintenance by the Association and shall assess the cost thereof as a common expense.

(c) If a Unit owner defaults on his responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the owner of such Unit and such assessment shall be collectible from the Unit owner as if it were an assessment for common expenses.

(d) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to one or more Units and the cost thereof may in the discretion of the Association, either be assessed against each Unit on which such costs were incurred or be assessed against all Units as a common expenses according to the circumstances.

3. Maintenance by Owner.

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

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

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

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

4. Alteration or Improvements by Owner. No Unit owner shall make or permit to be made any structural alteration to a Unit or to the building or any of the common elements, limited or general, without first obtaining written consent of the Board of Directors of the Association which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such Unit owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a Unit the consent required by the preceding sentence shall be immediately granted upon agreement of the Unit owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the building or safety of the property. Alterations to the exterior of the building or common element shall not be made, if, in the opinion of the Board of Directors of the Association, such alteration would not become the integrity and appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership Units appurtenant to such Unit.
5. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors the common elements shall require addition, alterations or improvements during the fiscal year costing in the aggregate in excess of \$5,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the ownership Units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements during the fiscal year costing in the aggregate \$5,000.00 or less may be made by the Board of Directors without approval of Unit owners, and the cost thereof shall constitute part of the common expenses.

ARTICLE IX.

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

1. Subjection of the Property to Certain Provisions. The ownership, use, occupation, and enjoyment of each Unit and of the common elements of the regime shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all Units and the owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest.
2. Use of Property. The use of the property shall be in accordance with and subject to the following provisions:

- (a) A Unit shall be used or occupied for single family dwelling purposes only.
- (b) An owner has the right to decorate windows bounding his Unit, however, this right is limited to the extent that only drapes, curtains, sheers and shutters may be used which must be lined so that they appear white from the outside of the building. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used.
- (c) No more than one dog and two cats and one bird may be kept by the Owner of a Unit as pets and any such pet must weigh less than 25 pounds at full growth. The handling and conduct of permitted pets shall be subject to any rules and regulations adopted by the Association. All pets outside of a Unit must be on a leash and accompanied, at all times, by an adult. Fencing or invisible fencing is not allowed.
- (d) The Association may adopt rules and regulations for the reservation and use of the recreation facilities.
- (e) The right to sell, transfer or convey any condominium Unit may be subject to such reasonable and uniform objective standards relating to financial responsibility and/or character as may now or hereafter be adopted by the Association in the form of rules and regulations. No restriction shall include a right of first refusal or similar right to the Association. No such restriction shall be based upon race, religion, sex or place of national origin.
- (f) All leases shall be in writing and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. In no case shall a lease have an initial term of less than 30 days, and in no case shall more than 30% of the Units be leased at any given time.
- (g) No noxious or offensive activity shall be carried on in any condominium Unit, nor shall anything be done or be permitted to remain in any condominium Unit which may be or become a nuisance or annoyance to owner or tenants. Owners and/or other tenants, shall exercise extreme care not to disturb other owners or tenants with excessive noise.
- (h) There shall be no obstruction of any common elements. Nothing shall be stored on any common elements (excepting those areas designated for storage of personal property by the owners of the condominium Units) without the approval of the Association. Vehicular parking upon general common elements may be regulated or assigned by the Association. Repair or maintenance of automobiles in any general common element is strictly prohibited.
- (i) Except for such signs as may be posted by the Developer for promotional or marketing purposes, no signs of any character which are visible from the outside of a condominium Unit shall be erected, posted or displayed upon, from or about any condominium Unit, unless first reviewed and approved by the Association provided, however, any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signed for the sale or rental of such Unit until such Unit is sold or a rental is entered into.
- (j) The halls and passageways of all buildings shall be used only for ingress and egress.

(k) No burning of any trash and no unreasonable or unsightly accumulation (or storage of litter, new or used materials, or trash of any other kind shall be permitted within any condominium Unit or be permitted to remain in public view, but shall be deposited in the receptacles provided for that purpose.

(l) No structure of a temporary character, trailer, semi-trailer, tent, shack, boat, or other recreational vehicle shall be maintained upon any common elements at any time.

(m) No owner or other person shall install any telephone wire, air-conditioning Unit, or other machine or device on the exterior of the Building except as hereafter provided. No tower, antenna, satellite dish or similar reception device shall be placed on any Building or Common Area unless the tower, antenna, satellite dish or similar reception device is one which cannot be prohibited pursuant to the federal Over-the-Air Reception Devices Rule, 47 C.F.R. §1.4000, or other similar governmental mandate in effect at the time of placement. Any tower, antenna, satellite dish or similar reception device not removed by the Owner upon sale of a Unit shall be deemed to have a date of placement, as to the new Owner, as of the date of closing. The directors of the Association shall adopt regulations governing the placement and maintenance of those towers, antennas, satellite dishes and other reception devices which cannot be prohibited. No Owner shall place, or allow the placement of, a tower, antenna, satellite dish or similar reception device upon a building or common area except for the personal use of the Owner or permissible tenants of the Owner. The Owner shall be responsible to the Association for any expense, liability, or damage of any kind incurred as a result of any tower, antenna, satellite dish or similar reception device placed or maintained on a Building or Common Area. The Association will not be responsible for any loss or damage to any tower, antenna, satellite dish or similar reception device.

(n) Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the Board of Directors of the Association.

(o) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(p) Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his Unit or in the common area which will result in the cancellation of insurance on any Unit or any part of the common area, or which would be in violation of any law.

(q) Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owners as practicable.

(r) A Unit owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes, and Association assessments, and of any suit or other

proceeding which may affect the title to his Unit, within 10 days after the lien attaches or the owner receives notice of such lien.

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

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

(u) No vehicle belonging to a Unit occupant or to a member of his family or guest, tenant or employee of it Unit occupant shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle. Further, bicycles and mopeds not stored in a garage which is part of a Unit shall not be stored in common elements except in the parking areas designed by the Association.

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

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

ARTICLE X.

CONDEMNATION

1. Taking by Eminent Domain. Payment for the taking of a portion of a Unit or of the common elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee to be held in trust for the Unit owners and their first mortgage holders, as their interests may appear. Even though the awards may be payable to owners, the Unit owners shall deposit the awards with the Insurance Trustee. And, in the event of failure to do so, in the discretion of the Association a special assessment shall be made against a defaulting owner in the amount of his award, and the amount of such award shall be set off against the sums hereinafter made payable to such owner. The proceeds of the award shall be distributed or used in a manner heretofore provided for insurance proceeds except that when the Horizontal Property Regime is not to be terminated, and one or more Units are taken in part, the taking shall have the following effects:

(a) If the Unit is Reduced But Tenatable. If the Unit taking reduces the size of the Unit, and the remaining portion of the Unit can be made tenatable, the award for the taking of a

portion of the Unit shall be used for the following purposes in order stated, and the following changes shall be effected in the Horizontal Property Regime:

- (i) The Unit shall be made tenantable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owners of the condominium Unit.
- (ii) The balance of the award, if any, shall be distributed to the owner of the Unit and to each mortgagee of the Unit of record, the remittance being payable jointly to the owner and the mortgagees.

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

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

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

- (iii) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner, and to condition the remaining portion of the Unit for use as part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit owners who will continue as co-owners of condominium Units after the changes in the Horizontal Property Regime affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter 679A of the Code of Iowa.

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

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

ARTICLE XI

DESTRUCTION; CASUALTY AND REPAIRS

1. In the event less than one-half of the entire project is damaged or destroyed by fire or other peril, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct or rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, if any. Provided, however, if 75% or more of the ownership Units within 20 days from such damage and destruction notify the Board of Directors in writing, requesting a vote of the Association members concerning the question of rebuilding, repairing or reconstructing the damage or destruction, the Association shall hold such meeting and shall commence such rebuilding, repairs or reconstruction unless Unit owners (other than the Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of the votes on Units subject to mortgages appertain approve in writing the termination of the condominium regime.

2. In the event the proceeds of insurance are not sufficient to repair damage or if destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Association at its Common Expense and the repair or reconstruction of any condominium Unit shall be accomplished promptly by the Association at the expense of the owner of the affected condominium Unit. The ratable share of the expense of such repairs or reconstruction may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Declaration and by the Bylaws of the Association.

3. In the event that one-half (1/2) or more of the entire project is substantially damaged or destroyed by fire or other casualty, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct, rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specification using the proceeds of insurance available for that purpose, unless Unit owners (other than the Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of the votes on Units subject to mortgages appertain approve in writing not proceeding with repair or reconstruction. In that event the project shall be deemed to be owned in common by the owners of all of the condominium Units in the same proportions as that previously established for ownership of appurtenant undivided interests in the common elements, and the project shall be subject to an action for partition at the suit of the owner of any condominium Unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium Units as herein provided, after first paying out of the share of the owner of any condominium Unit, to the extent such share is sufficient for the purpose, all liens upon such condominium Unit.

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

ARTICLE XII.

INSURANCE AND FIDELITY BONDS

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

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

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

(b) Comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. FNMA and FHLMC may also require such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location, and use, including, but not limited to, host liquor liability, workers' compensation, and employers liability insurance, contractual and all-written contract insurance, bailee's liability, elevator collision, garage keepers liability, and comprehensive automobile liability insurance. FHLMC may require that a certificate of the liability policy be provided to the seller/servicer of the mortgage owned by FHLMC, with the seller/servicer to be named as the certificate holder, and showing the information required under Section 6410 on the FHLMC Seller/Service Guide.

(c) Workmen's' compensation insurance to the extent necessary to comply with any applicable law; and

(d) Non-conforming structure endorsement to the extent necessary.

(e) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.

2. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association against owners of each of the Units. The premiums attributable to coverage on the condominium Units and the Common Elements shall be apportioned among the Units. Deductibles may not exceed the lower of \$10,000.00 or 1% of the applicable amount of coverage. Funds for such deductibles must

be included in the Association's reserves and be so designated. The insurer's minimum liability per accident under boiler and machinery coverage must equal the insurable value of the building housing such boiler or machinery or \$2,000,000.00, whichever is less.

3. The Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.
4. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by owners of Units or their mortgagees.
5. Each Unit owner may obtain additional insurance at his own expense upon his condominium Unit provided that no owner shall maintain insurance coverage which will tend to decrease the amount which the Association owners may realize under any insurance policy which it may have in force.
6. All policies shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to any and all insureds named thereon, including the Association and any and all mortgagees of the condominium Units.
7. The Association shall from time to time designate an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of the Association.
8. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the Condominium Project Insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium Unit. The work of repairing or reconstruction of the damaged or destroyed condominium Unit shall be commenced within 30 days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium Units were originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the condominium Unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon, compliance by the owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium Unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the owner, provided, however, that in the event a decision not to reconstruct is made according to the terms of Article XI hereof, the Rock Creek Condominiums shall be considered terminated. In the event of such termination, the Board of Directors shall have the responsibility of closing out the affairs of the Condominium Project in an orderly manner. All damaged or destroyed condominium Units must be repaired or restored unless a determination not to do so is

made by Unit owners and eligible holders of first mortgages as provided in Article XI above.

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

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

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

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

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

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

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

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

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

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

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

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

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

(h) The owner of any condominium Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium Unit-owner's endorsement" for improvements and betterments to the condominium Unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Article, or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provisions as set forth in Section 9(f) of this Article. The Developer recommends that each owner of a condominium Unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Policy", or equivalent, to insure against loss or damage to personal property, including but not limited to decorated surfaces of walls, floor coverings, plumbing and electrical fixtures, non-load bearing walls and appliances used or incidental to the occupancy of the condominium Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium Unit owner's endorsement" covering losses to improvements and betterments to the condominium Unit made or acquired at the expense of the owner.

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

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

seller/servicer of the mortgage and its successors and assigns shall be named and the mortgagee on the mortgage clause.

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

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

ARTICLE XIII.

CONTROL OF ASSOCIATION

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

ARTICLE XIV.

AMENDMENT

1. Procedure. Except as otherwise provided in this Declaration in Article XI and Article XIII pertaining to amendment to this Declaration, control of the Association or termination of the condominium regime as a result of destruction, damage or

condemnation, this Declaration may be amended and such amendment shall be made in the following manner:

- (a) The consent in writing of owners of Units to which at least 67 percent of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Units to which at least 67 percent of the votes of Units subject to mortgages appertain shall be required to terminate the condominium regime.
- (b) In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the Association, in the manner specified in such Bylaws, such amendment shall be effective upon its execution and recordation by the President or other officer of the Association, authorized therefore by Resolution.
- (c) In the case of all other amendments to this Declaration, by written agreement of the Unit owners to which at least 67 percent of the votes in the Association are allocated, provided eligible holders of a first mortgage of record to which at least 51% of the votes of Units subject to a mortgage appertain so approve in writing.
- (d) Developer may, until all phases of the condominium regime contemplated herein have been completed, make minor amendments to this Declaration without the approval of the Unit owners. Such amendment shall be for the purpose of clarification or correction of errors in the Declaration and shall not affect the substantive rights of a Unit owner.

2. Effectiveness. Upon its recordation at the Office of the Polk County Recorder by the President or other officer appointed for that purpose, an amendment adopted in the manner specified in Paragraph 1 of this Article, or as otherwise provided in other Articles herein, shall be effective against any persons having an interest in a Unit or the regime regardless of whether said person had such interest at the time said amendment was adopted in accordance with Paragraph 1 of this Article.
3. Ownership Units. No amendment shall change the number of ownership Units appurtenant to a Unit, nor the share of the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the Unit concerned and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment. No amendment shall change or affect the provisions of this paragraph 3 of this Article.

ARTICLE XV.

EXPANSION OF CONDOMINIUM REGIME

1. The right to enlarge the condominium regime from time to time, is reserved exclusively to Developer and shall be exercised by Developer, if at all, not later than the date five years after the date of recording this Declaration. Developer shall have and exercise the right to enlarge the condominium not only in its individual capacity but also as agent for the owners of all Units in the condominium as now constituted or hereafter enlarged and such Unit owners do hereby irrevocable appoint Developer as their agent for the purpose of so enlarging the condominium.

2. The right to enlarge the condominium regime by adding thereto additional Buildings and/or Additional Land upon which additional Buildings, Units, and other improvements exist or are to be constructed, shall be exercised by Developer, if at all by executing and acknowledging a supplemental declaration to such effect made pursuant to the Horizontal Property Act. Such supplemental declarations shall be designated by the title "First Supplemental Declaration of Condominium," "Second Supplemental Declaration of Condominium" and so forth in a numerical series. Each such supplemental declaration shall constitute an amendment of and, by appropriate reference thereto, shall be incorporated into this Declaration of Condominium by which the condominium is originally established. Such supplemental declaration shall be effective when recorded in the office of the Recorder of Polk County, Iowa.
3. The land now included in the condominium regime consists of that described as the Phase 1 Land on page 1 hereof. The condominium regime may be enlarged, from time to time, by adding Buildings on the Phase 1 Land and/or by adding or parcels and Buildings thereon from the Additional Land lying contiguous to the land already dedicated.
4. The additional Buildings to be constructed upon the Phase 1 Land and upon the Additional Land shall all be added to the condominium regime by supplemental declaration, and the Units contained therein, shall be of a quality, type of construction, and general character equal or superior to and compatible with the original Buildings 1, 2 and 3 located on the Phase 1 Land and the Units contained therein. Developer's anticipation is that all additional Buildings shall have twelve Units, with a total condominium regime consisting of 72 Units in all Phases.
5. If HUD, the VA or FNMA holds, insures or guarantees any mortgage on existing Units at the time the Developer wants to proceed with any expansion of the condominium regime as provided in this Article, each such agency or entity must give its written consent to the particular phase of expansion. Provided, however, such consent shall not be withheld if the proposed expansion substantially conforms to the plan of expansion set forth in this Article XV and in the Recitals of the Declaration.
6. The Buildings to be included in any additional phase and appurtenant improvements must be substantially completed before the phase can be added to the condominium regime by the filing of a Supplemental Declaration. All taxes and other assessments relating to the property in any additional phase covering any period prior to the addition of each phase must be paid or otherwise satisfactorily provided for by the Developer prior to filing the Supplemental Declaration for that phase. If FNMA holds any mortgage on an existing Unit at the time any Additional Land is added to the condominium regime, FNMA must be furnished with title evidence in a form satisfactory to it, which discloses any lien, easement or other encumbrance affecting the Additional Land to be added which will affect the existing condominium regime after such addition. All of the original cost of any land, or the Buildings, apartments, and other improvements existing or to be constructed thereon, which are added to the condominium by a supplemental declaration, shall be paid for by Developer and no part thereof shall ever be assessed against any apartment Units as a common expense.

**CONSENT OF MORTGAGEE
TO
SUBMISSION OF PROPERTY
TO
CONDOMINIUM REGIME**

The undersigned, People's Trust & Savings Bank, is the holder of a mortgage against the real estate submitted to the Rock Creek Condominium Regime by the Declaration of Submission of Property to Horizontal Property Regime for the Rock Creek Condominiums to which this Consent is attached. Such mortgage is recorded in Book 10600, Page 261-268 of the Polk County, Iowa records. By its execution of this Consent, the undersigned hereby consents to the submission of the property covered by such mortgage to the Rock Creek Condominium Regime, and agrees that from the time of the filing of said Declaration in the Office of the Polk County, Iowa recorder, the lien of such mortgage shall become a lien on the individual units and their undivided percentage interest in the common elements of the Condominium Regime, and such mortgage shall be partially released as to each such unit and its undivided percentage interest in the Condominium Regime upon payment to the undersigned of an amount to be agreed to as to each such unit between the Developer and the undersigned prior to the sale of each unit to a third party.

Dated this 8th day of September, 2004.

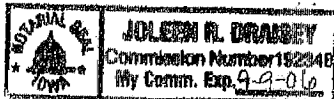
PEOPLE'S TRUST & SAVINGS
BANK

By: Mark S. Johnston
Vice President Title

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 8th day of September, 2004, before me, the undersigned, a Notary Public in and for the said State, personally appeared Mark S. Johnston to me personally known, who being by me duly sworn, did say that he/she is the Vice President of the named corporation executing the within and foregoing instrument to which this is attached, that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Mark S. Johnston as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him or her voluntarily executed.

Joleen R. Drabey
Notary Public in and for the State of Iowa



SURVEYORS CERTIFICATION

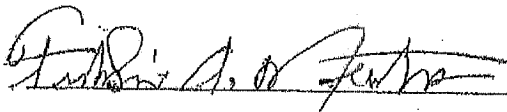
STATE OF IOWA)

)ss.

COUNTY OF WARREN)

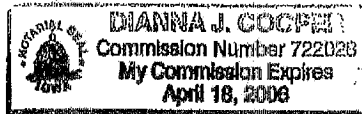
I, Franklin A. Norton, P.L.S. of Nortline Surveyors, being duly sworn upon oath does depose and state that I am a duly licensed and registered Land Surveyor in the State of Iowa.

I further state that the attached Exhibits A has been prepared by me or under my direct supervision and represents the Site Plan for Phase 1 and for the land and buildings to be included in other proposed phases of Rock Creek Condominiums, in Altoona, Iowa.

 PLS

Franklin A. Norton, affiant

Subscribed and sworn to before me by the said affiant this 16th day of September, 2004.





Notary Public in and for the state of Iowa

BUILDING DESIGNER'S CERTIFICATION

STATE OF IOWA)
)ss:
COUNTY OF POLK)

I, Al Meek, of Bloodgood Plan Service, being duly sworn upon oath, depose and state that I am a duly certified building planner in the State of Iowa.

I further state that the attached Exhibit B is an exact copy of the building plans for the Buildings and Units in Phase 1 and other proposed phases of the Rock Creek Condominiums as prepared by me.

BLOODGOOD PLAN SERVICE

By: Al Meek
Al Meek

Subscribed and sworn to before me by the said Al Meek on this 23 day of AUGUST, 2004.



Lisa Wilson
Notary in and for the State of Iowa

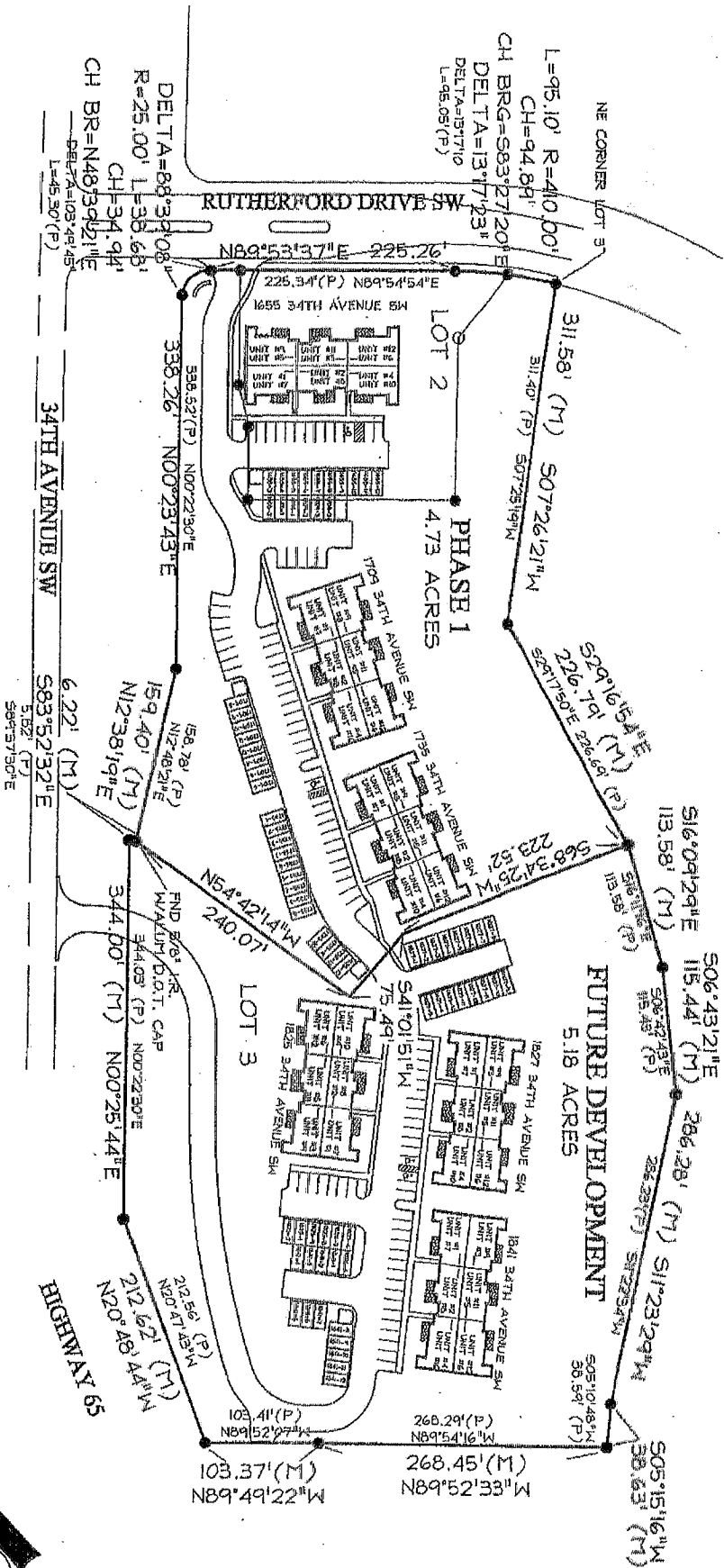
EXHIBIT "A"

SITE PLAN

See Attached Site Plan.

EXHIBIT "A"

ROCK CREEK CONDOMINIUMS



- LEGEND**
- ▲ PLAT BOUNDARY
 - SECTION CORNER
 - FOUND CORNER AS NOTED
 - SET CORNER 1/2" IR
 - M/V TIE/LOOM CAP #5501
 - L.R. IRON ROD
 - G.P. GAS PIPE
 - D. DEEDED DISTANCE
 - M. MEASURED DISTANCE
 - P. PREVIOUSLY RECORDED DISTANCE
 - P.U.E. PUBLIC UTILITY EMBLEMMENT

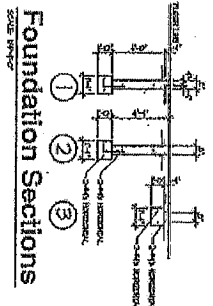
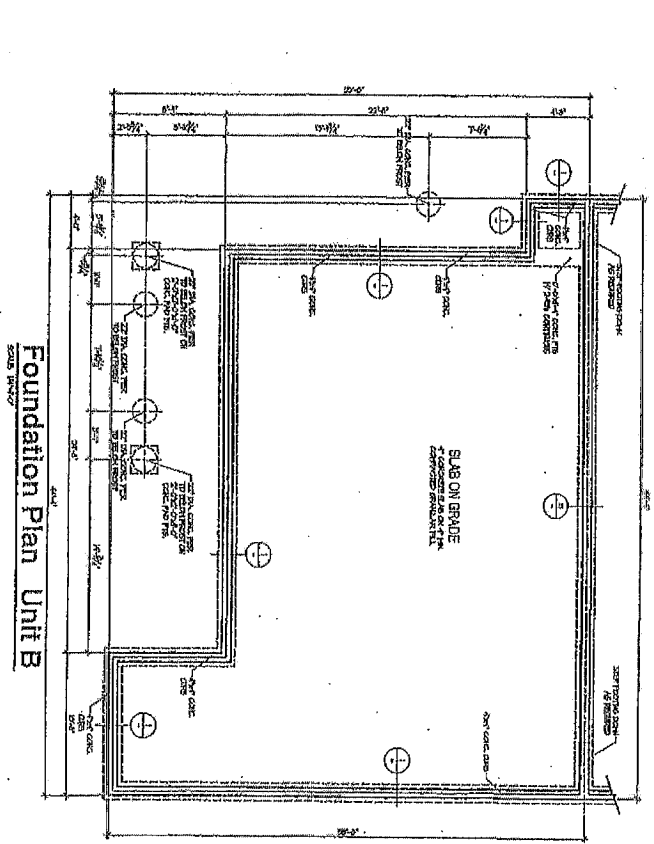
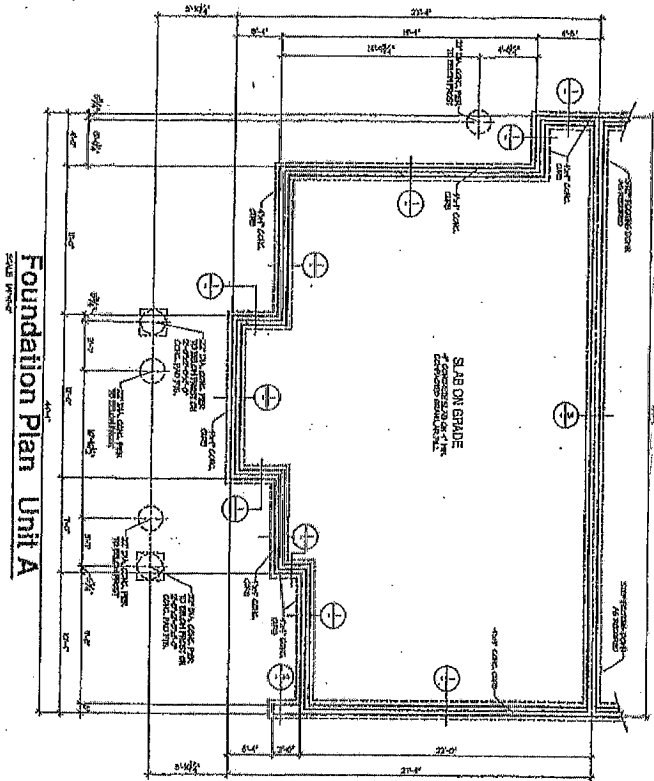
COOPER CRAWFORD
 & ASSOCIATES, L.L.C.
 CIVIL ENGINEERS

2167 GRAND AVENUE, WEST DES MOINES, IOWA 50265
 PHONE: (515) 224-1344 FAX: (515) 224-1345



SCALE: 1"=150'
 DATE: 9/10/04

JOB NUMBER
 CC
 265



Foundation Sections
SCALE 1/8" = 1'-0"

Foundation Plan Unit A
SCALE 1/8" = 1'-0"

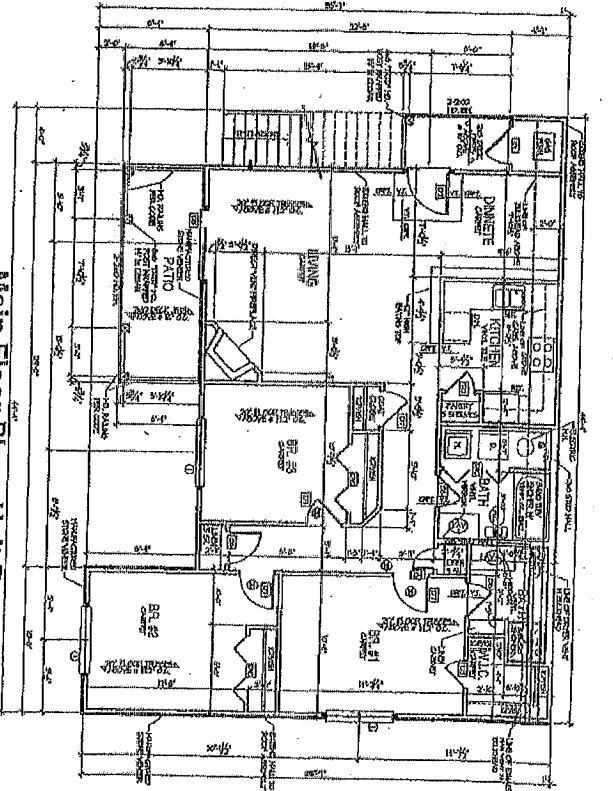
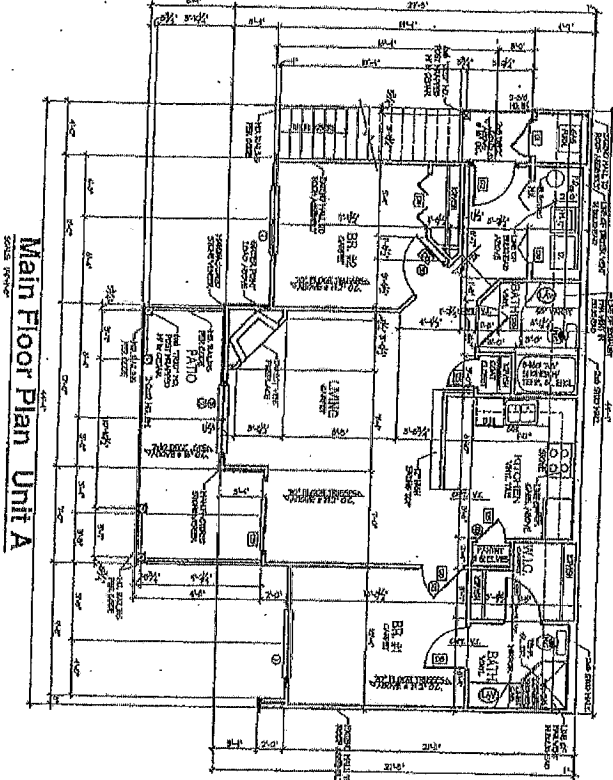
Foundation Plan Unit B
SCALE 1/8" = 1'-0"

SHEET
OF
8

Project No. 000000
Date: 08/12/04
Drawn By: J.L.S.
Reviewed By: J.L.S.
Foundation
OAKS DEVELOPMENT CO.
1001 WEST LAKES PARKWAY, SUITE 200
WEST DEB MONES, LA 70255
PH: (504) 278-3020

OAKS DEVELOPMENT CO.
ROCK CREEK CONDOS
BLOODGOOD PLAN SERVICE
1001 WEST LAKES PARKWAY, SUITE 200 WEST DEB MONES, LA 70255 PH: (504) 278-3020

Copyright Bloodgood Plan Service
This drawing is the property of Bloodgood Plan Service and is not to be reproduced or used in any way without the written consent of Bloodgood Plan Service. All dimensions are in feet and inches unless otherwise noted. The contractor shall be responsible for obtaining all necessary permits and for complying with all applicable codes and regulations. The contractor shall also be responsible for providing all necessary materials and labor for the construction of the foundation. The contractor shall also be responsible for providing all necessary equipment and tools for the construction of the foundation. The contractor shall also be responsible for providing all necessary safety equipment and personnel for the construction of the foundation. The contractor shall also be responsible for providing all necessary insurance and bonding for the construction of the foundation. The contractor shall also be responsible for providing all necessary permits and for complying with all applicable codes and regulations. The contractor shall also be responsible for providing all necessary materials and labor for the construction of the foundation. The contractor shall also be responsible for providing all necessary equipment and tools for the construction of the foundation. The contractor shall also be responsible for providing all necessary safety equipment and personnel for the construction of the foundation. The contractor shall also be responsible for providing all necessary insurance and bonding for the construction of the foundation.



AREA SCHEDULE

NO.	DESCRIPTION	AREA (SQ. FT.)
1	FLOOR	1,200
2	CEILING	1,200
3	WALLS	1,200
4	ROOF	1,200
5	STAIRS	1,200
6	LANDSCAPE	1,200
7	MECHANICAL	1,200
8	ELECTRICAL	1,200
9	PLUMBING	1,200
10	PAINT	1,200
11	FINISHES	1,200
12	FIXTURES	1,200
13	APPLIANCES	1,200
14	FURNITURE	1,200
15	LANDSCAPE	1,200
16	MECHANICAL	1,200
17	ELECTRICAL	1,200
18	PLUMBING	1,200
19	PAINT	1,200
20	FINISHES	1,200
21	FIXTURES	1,200
22	APPLIANCES	1,200
23	FURNITURE	1,200
24	LANDSCAPE	1,200
25	MECHANICAL	1,200
26	ELECTRICAL	1,200
27	PLUMBING	1,200
28	PAINT	1,200
29	FINISHES	1,200
30	FIXTURES	1,200
31	APPLIANCES	1,200
32	FURNITURE	1,200
33	LANDSCAPE	1,200
34	MECHANICAL	1,200
35	ELECTRICAL	1,200
36	PLUMBING	1,200
37	PAINT	1,200
38	FINISHES	1,200
39	FIXTURES	1,200
40	APPLIANCES	1,200
41	FURNITURE	1,200
42	LANDSCAPE	1,200
43	MECHANICAL	1,200
44	ELECTRICAL	1,200
45	PLUMBING	1,200
46	PAINT	1,200
47	FINISHES	1,200
48	FIXTURES	1,200
49	APPLIANCES	1,200
50	FURNITURE	1,200

ALL MATERIALS, LAB. TESTS AND FINISHES TO BE APPROVED BY THE ARCHITECT. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND INSURANCE.

DOOR SCHEDULE

NO.	TYPE	SIZE	WORK	THRESHOLD	DOOR	MATERIAL	QUANTITY	REMARKS
1	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
2	SLIDING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
3	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
4	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
5	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
6	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
7	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
8	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
9	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
10	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
11	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
12	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
13	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
14	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
15	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
16	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
17	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
18	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
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34	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
35	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
36	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
37	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
38	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
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42	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
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44	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
45	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
46	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
47	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
48	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
49	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	
50	SWING	3'-0" x 7'-0"	WOOD	WOOD	WOOD	1	BRONZE FINISH	

WINDOW SCHEDULE

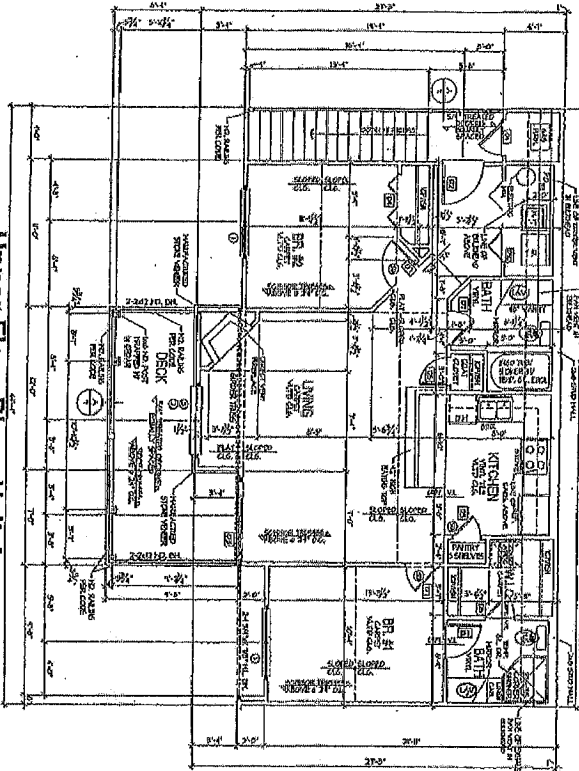
NO.	TYPE	SIZE	WORK	MATERIAL	GLASSING	QUANTITY	REMARKS
1	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
2	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
3	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
4	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
5	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
6	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
7	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
8	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
9	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
10	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
11	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
12	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
13	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
14	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
15	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
16	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
17	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
18	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
19	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
20	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
21	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
22	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
23	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
24	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
25	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
26	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
27	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
28	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
29	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
30	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
31	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
32	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
33	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
34	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
35	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
36	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
37	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
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39	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
40	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
41	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
42	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
43	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
44	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
45	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
46	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
47	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
48	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
49	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH
50	DOUBLE HUNG	3'-0" x 4'-0"	WOOD	WOOD	GLASS	1	BRONZE FINISH

SHEET
2 OF 8

Prepared by: [Name]
Date: [Date]
Checked by: [Name]
Date: [Date]
Scale: 1/8" = 1'-0"

OAKS DEVELOPMENT CO.
ROCK CREEK CONDOS
BLOODGOOD PLAN SERVICE
300 WEST LAKES PARKWAY, SUITE 200, WEST DES MOINES, IA 50325 PH. (515) 278-3020

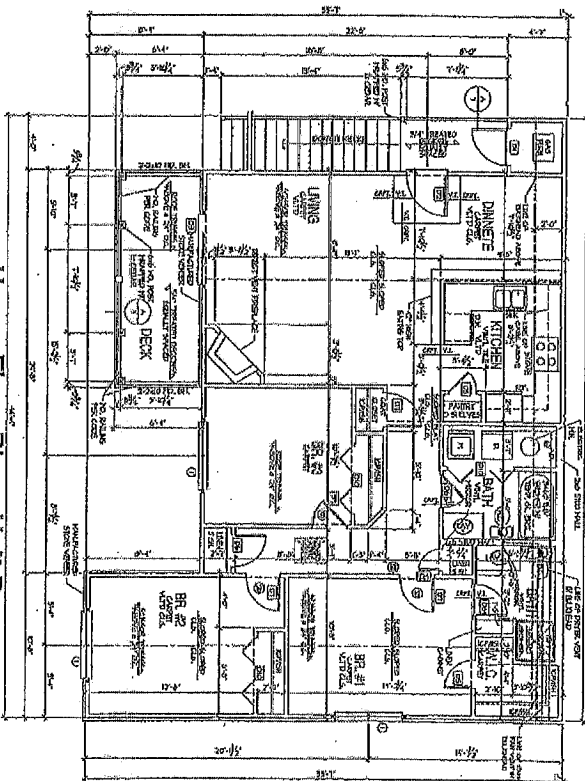
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AREA SCHEDULE

NO.	DESCRIPTION	AREA (SQ. FT.)
1	Living Area	1,200
2	Dining Area	800
3	Kitchen	700
4	Bedroom	1,100
5	Bathroom	500
6	Hall	200
7	Deck	300
8	Staircase	150
9	Other	100
TOTAL	5,050	

NOTES:
1. ALL WORK SHALL BE IN ACCORDANCE WITH THE LATEST EDITIONS OF THE IBC AND ALL APPLICABLE LOCAL ORDINANCES.
2. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.
3. ALL MATERIALS AND WORKMANSHIP SHALL BE SUBJECT TO INSPECTION AND APPROVAL BY THE ARCHITECT.
4. THE CONTRACTOR SHALL MAINTAIN ACCESS TO ALL ADJACENT PROPERTIES AT ALL TIMES.
5. ALL UTILITIES SHALL BE PROTECTED AND NOT TO BE MOVED OR ALTERED WITHOUT THE WRITTEN APPROVAL OF THE ARCHITECT.
6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.
7. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
8. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
9. ALL MATERIALS AND EQUIPMENT SHALL BE STORED PROPERLY ON THE SITE.
10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL ADJACENT PROPERTIES AND UTILITIES.
11. ALL WORK SHALL BE COMPLETED WITHIN THE SPECIFIED TIME FRAME.
12. THE CONTRACTOR SHALL MAINTAIN A NEAT AND ORDERLY WORK SITE AT ALL TIMES.
13. ALL MATERIALS AND EQUIPMENT SHALL BE STORED PROPERLY ON THE SITE.



DOOR SCHEDULE

NO.	TYPE	WIDTH	HEIGHT	DOOR MATERIAL	QUANTITY	REMARKS
1	SWING	3'-0"	8'-0"	WOOD	1	Living Area to Dining Area
2	SLIDING	6'-0"	8'-0"	ALUMINUM	1	Deck to Living Area
3	SWING	3'-0"	8'-0"	WOOD	1	Dining Area to Kitchen
4	SWING	3'-0"	8'-0"	WOOD	1	Kitchen to Dining Area
5	SWING	3'-0"	8'-0"	WOOD	1	Bedroom to Hall
6	SWING	3'-0"	8'-0"	WOOD	1	Bathroom to Hall
7	SWING	3'-0"	8'-0"	WOOD	1	Hall to Living Area
8	SWING	3'-0"	8'-0"	WOOD	1	Hall to Bedroom
9	SWING	3'-0"	8'-0"	WOOD	1	Hall to Bathroom
10	SWING	3'-0"	8'-0"	WOOD	1	Hall to Staircase
11	SWING	3'-0"	8'-0"	WOOD	1	Hall to Other

WINDOW SCHEDULE

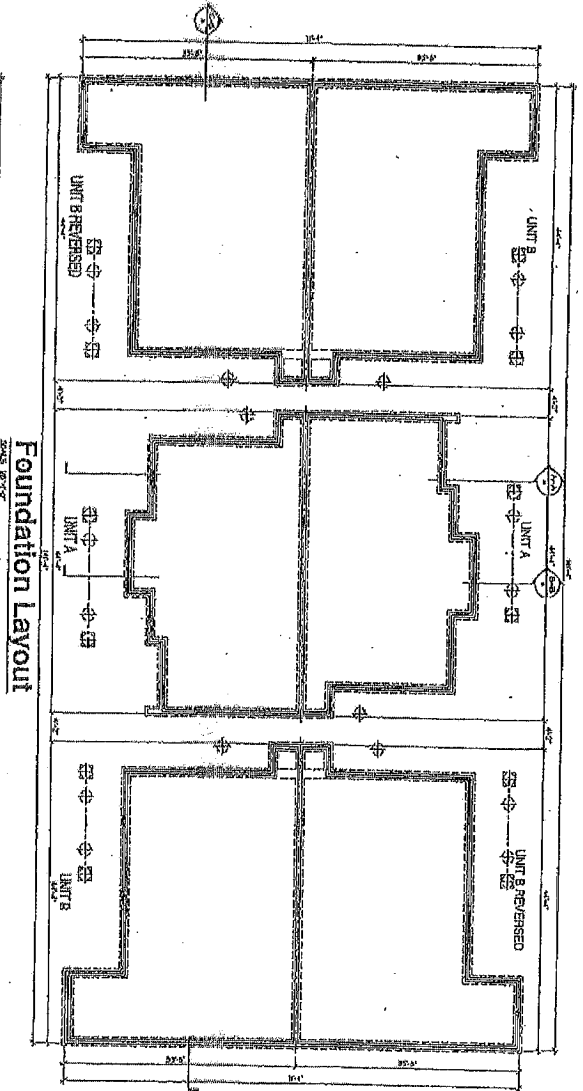
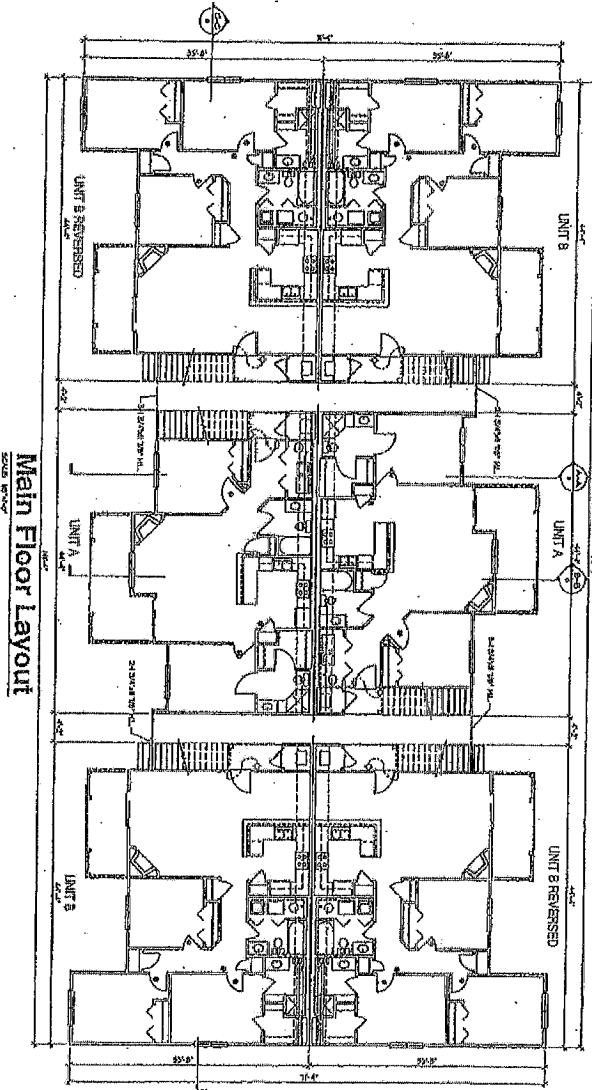
NO.	TYPE	WIDTH	HEIGHT	WINDOW MATERIAL	GLAZING	QUANTITY	REMARKS
1	DOUBLE HUNG	4'-0"	6'-0"	WOOD	GLASS	2	Living Area
2	DOUBLE HUNG	4'-0"	6'-0"	WOOD	GLASS	2	Dining Area
3	DOUBLE HUNG	4'-0"	6'-0"	WOOD	GLASS	2	Kitchen
4	DOUBLE HUNG	4'-0"	6'-0"	WOOD	GLASS	2	Bedroom
5	DOUBLE HUNG	4'-0"	6'-0"	WOOD	GLASS	2	Bathroom
6	DOUBLE HUNG	4'-0"	6'-0"	WOOD	GLASS	2	Hall
7	DOUBLE HUNG	4'-0"	6'-0"	WOOD	GLASS	2	Other

SHEET 3 OF 8

Project No. P-2003
Date: 02/20/03
Drawn By: JLM
Reviewed: JLM
Checked: JLM
02/20/03 JLM

OAKS DEVELOPMENT CO.
ROCK CREEK CONDOS
BLOODGOOD PLAN SERVICE
1501 WEST LAKE PARKWAY, SUITE 200 WEST DES MOINES, IA 50326 PH: (515) 273-8100

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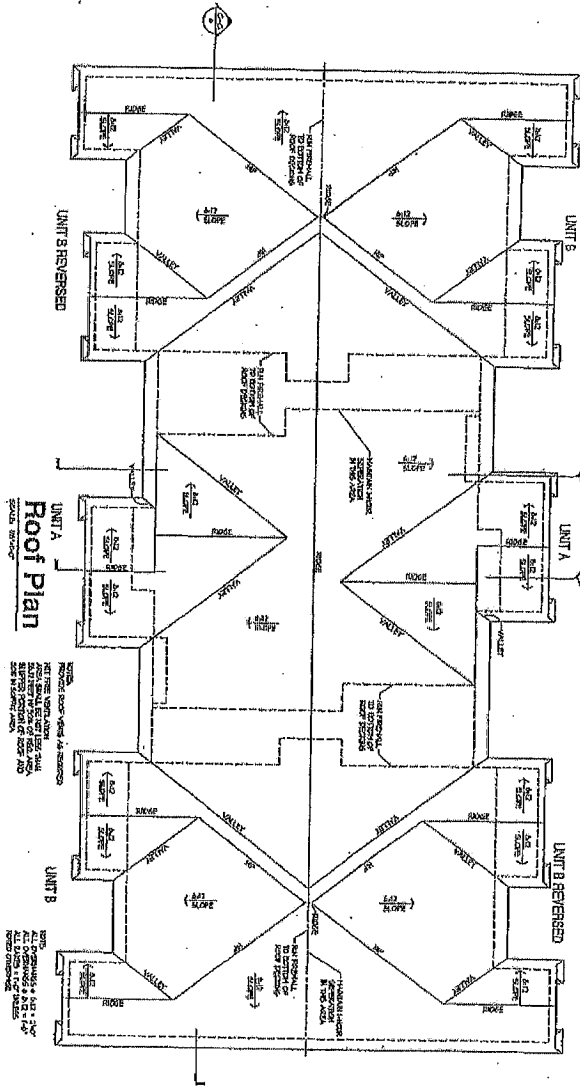


4 OF 8
SHEET

PROJECT: OAKS DEVELOPMENT CO.
 DRAWN BY: J.M.
 CHECKED BY: J.M.
 DATE: 07/20/04
 1601 WEST LAKES PARKWAY, SUITE 200 WEST DES MOINES, IA 50265 PH: (515) 272-0020

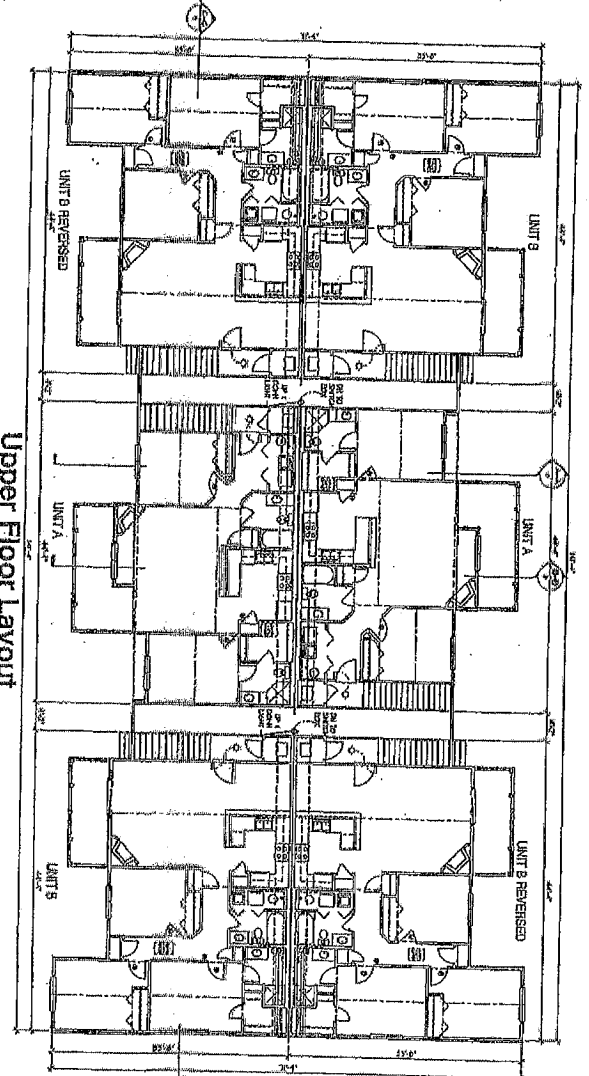
OAKS DEVELOPMENT CO.
ROCK CREEK CONDOS
BLOODGOOD PLAN SERVICE
 1601 WEST LAKES PARKWAY, SUITE 200 WEST DES MOINES, IA 50265 PH: (515) 272-0020

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 CONTRACT DOCUMENTS. ALL RIGHTS AND DOCUMENTS
 ARE SUBJECT TO CHANGE ACCORDING TO CODES,
 AND/OR GOVERNMENT REGULATIONS OR THE DESIGN
 IF WHICH OR IF IT IS SPECIFICALLY REFERRED



Roof Plan

NOTES:
 1. REFER TO ARCHITECTURAL SPECIFICATIONS FOR MATERIALS AND FINISHES.
 2. ALL ROOFING SHALL BE AS SHOWN ON THIS PLAN.
 3. ALL ROOFING SHALL BE 4" MIN. THICK POLYISOCYANURATE INSULATION WITH 2" MIN. THICK ASPHALT/FLY ASH MEMBRANE.
 4. ALL ROOFING SHALL BE 1" MIN. THICK POLYISOCYANURATE INSULATION WITH 2" MIN. THICK ASPHALT/FLY ASH MEMBRANE.
 5. ALL ROOFING SHALL BE 1" MIN. THICK POLYISOCYANURATE INSULATION WITH 2" MIN. THICK ASPHALT/FLY ASH MEMBRANE.
 6. ALL ROOFING SHALL BE 1" MIN. THICK POLYISOCYANURATE INSULATION WITH 2" MIN. THICK ASPHALT/FLY ASH MEMBRANE.



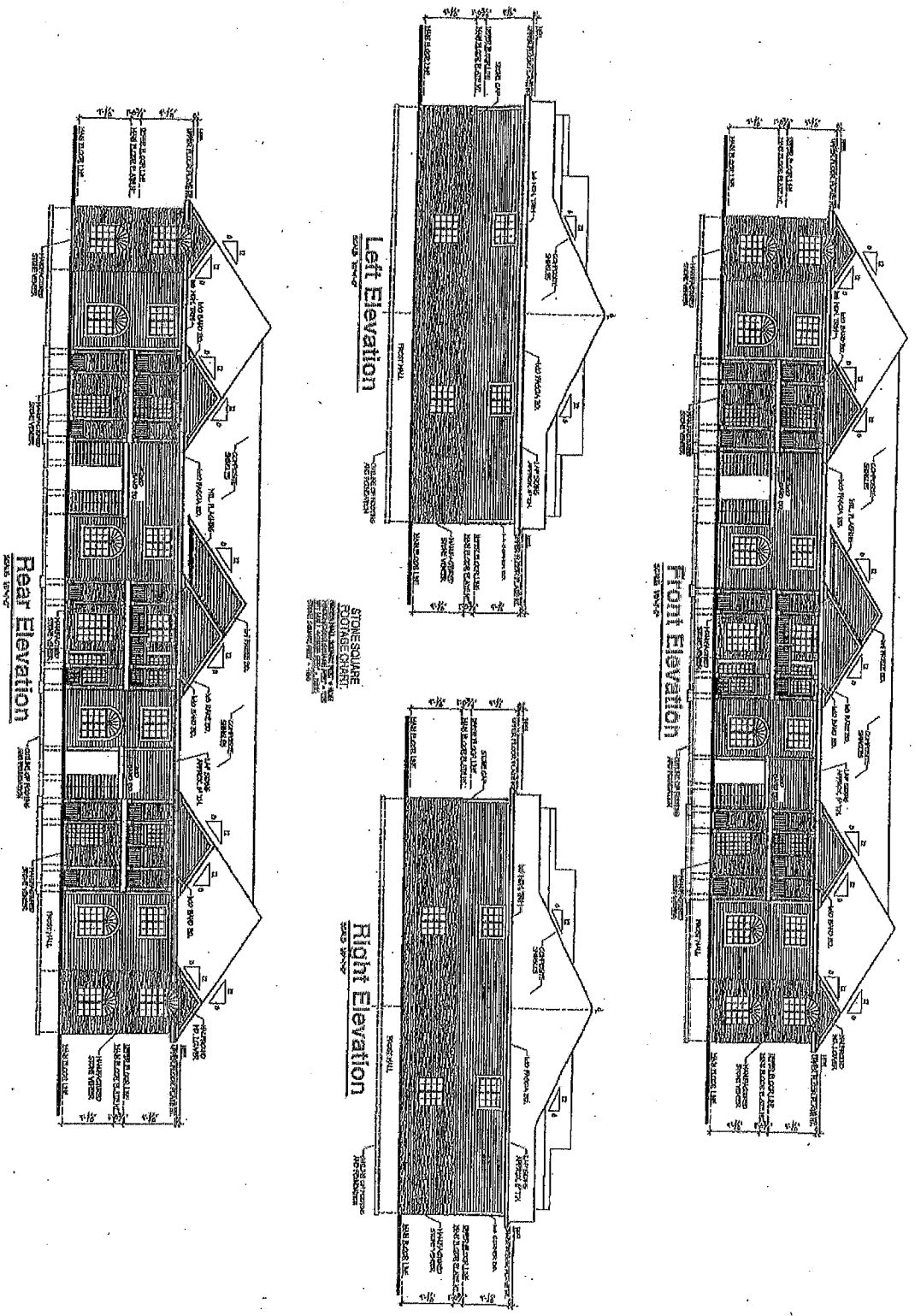
Upper Floor Layout

SHEET
 5 OF 8

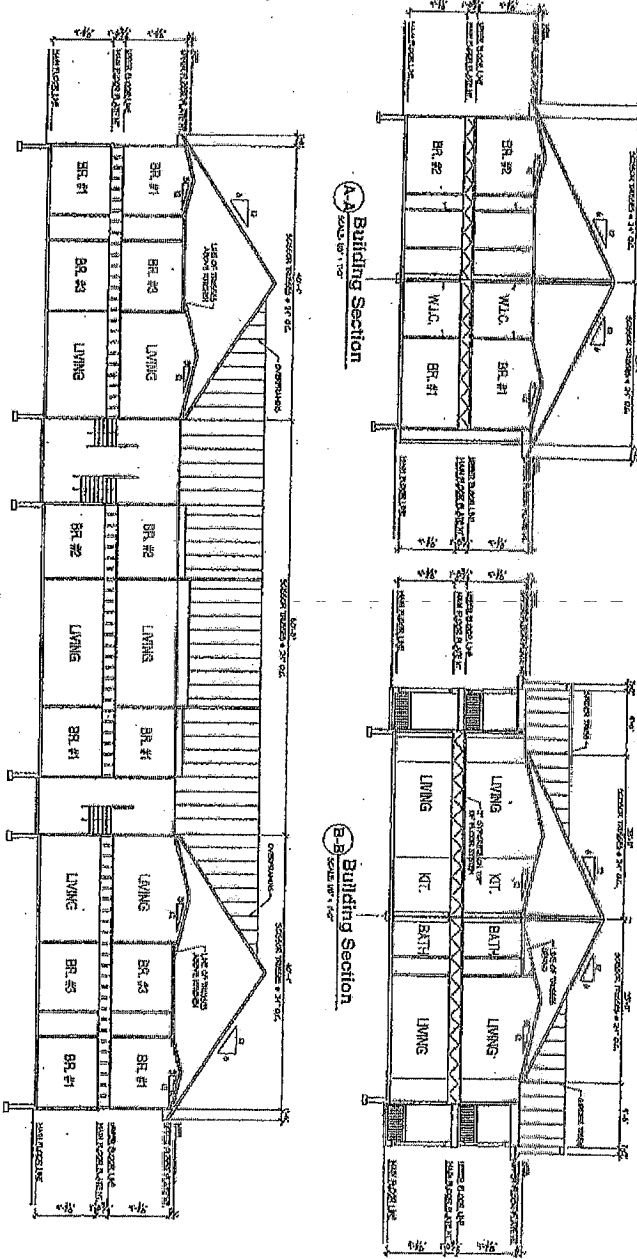
PROJECT: OAKS DEVELOPMENT CO.
 ARCHITECT: BLOODGOOD PLAN SERVICE
 DATE: 11/11/11
 DRAWING NO.: 11-11-11-01

OAKS DEVELOPMENT CO.
ROCK CREEK CONDOS
BLOODGOOD PLAN SERVICE
 1601 WEST LAKES PARKWAY, SUITE 200 WEST DEER MOON, IA 50266 PH (515) 876-3020

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<p>SHEET</p> <p>6 OF 9</p>	<p>OAKS DEVELOPMENT CO. ROCK CREEK CONDOS BLOODWOOD PLAN SERVICE 1001 WEST LAKES PARKWAY, SUITE 200 WEST DES MOINES, IA 50325 TEL (515) 273-3020</p>	<p>Copyright Bloodwood Plan Service These working drawings are provided to illustrate the full details of the building available to the purchaser. They may not be used as construction documents. All notes and documents are subject to change according to owner's requirements. Any construction or other work shall be done in strict accordance with the contract documents on file with the local building department. Any reproduction of these drawings without the written permission of the architect is strictly prohibited.</p>
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SHEET
8
OF
9

Project No. B-2000
 Date: 01/15/00
 Drawn By: JLM
 Checked By: JLM
 Designer: JLM
 Architect: JLM

OAKS DEVELOPMENT CO.
ROCK CREEK CONDOS
BLOODGOOD PLAN SERVICE
 1601 WEST LANE PARKWAY, SUITE 200 WEST DEER MOORE, IA 50265 PH: (515) 273-2020

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EXHIBIT "D"

**ARTICLES OF INCORPORATION
OF
ROCK CREEK CONDOMINIUMS OWNERS ASSOCIATION, INC.**

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

ARTICLE I

The Corporation shall be known as Rock Creek Condominiums Owners Association, Inc., and its initial principal office shall be located in West Des Moines, Polk County, Iowa.

ARTICLE II

The existence of this Corporation shall commence with the date these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III

- A. The purpose and objectives of the Corporation are to provide for an entity to act as a "Condominium Management Association" within the meaning of Section 528 of the Internal Revenue Code of 1954 to conduct the business and affairs of, and to act as or for, the co-owners of that horizontal property regime (condominium) created and submitted, pursuant to the provisions of Chapter 499B of the Code of Iowa, known as the Rock Creek Condominiums, (hereinafter sometimes referred to as "regime") and to be located on the real estate situated in Polk County, Iowa described as follows:

Legal Description

LOTS 2 AND 3, BROOKFIELD ESTATES PLAT 1, AN OFFICIAL PLAT IN THE CITY OF ALTOONA, POLK COUNTY, IOWA, MORE ACCURATELY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 3; THENCE N20°47'43"W ALONG THE SOUTHWESTERLY LINE OF SAID LOT 3, A DISTANCE OF 212.56 FEET; THENCE N00°22'30"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 344.03 FEET; THENCE S89°37'30"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 5.82 FEET; THENCE N12°48'21"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 158.78 FEET; THENCE N00°22'30"E ALONG THE WESTERLY LINE OF SAID LOT 3, A DISTANCE OF 338.52 FEET; THENCE ALONG A CURVE CONCAVE SOUTHEASTERLY, A DISTANCE OF 45.30 FEET, WITH A RADIUS OF 25.00 FEET, A CHORD OF 77.82 FEET, A CHORD BEARING OF N38°00'02"E, AND A DELTA OF 103°49'45"; THENCE N89°54'54"E ALONG THE NORTH LINE OF SAID LOTS 2 AND 3, A DISTANCE OF 225.34 FEET; THENCE ALONG A CURVE CONCAVE SOUTHWESTERLY, A DISTANCE OF 95.05 FEET, WITH A RADIUS OF 410.00 FEET, A CHORD OF 94.84 FEET, A CHORD BEARING OF S83°26'37"E, AND A DELTA OF 13°17'00", TO THE NORTHEAST CORNER OF SAID LOT 3; THENCE S07°25'19"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 311.40 FEET; THENCE S29°17'50"E ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 226.69 FEET; THENCE S16°11'16"E ALONG THE EASTERLY

EXHIBIT "C"
ROCK CREEK CONDOMINIUMS
UNDIVIDED OWNERSHIP INTEREST AND VOTES

<u>Building Number</u>	<u>Street Address</u>	<u>Unit Number</u>	<u>Ownership Interest</u>	<u>Undivided Number of Votes</u>
1	1655 34 th Avenue SW	1	1/36	1
1	1655 34 th Avenue SW	2	1/36	1
1	1655 34 th Avenue SW	3	1/36	1
1	1655 34 th Avenue SW	4	1/36	1
1	1655 34 th Avenue SW	5	1/36	1
1	1655 34 th Avenue SW	6	1/36	1
1	1655 34 th Avenue SW	7	1/36	1
1	1655 34 th Avenue SW	8	1/36	1
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3	1735 34 th Avenue SW	8	1/36	1
3	1735 34 th Avenue SW	9	1/36	1
3	1735 34 th Avenue SW	10	1/36	1
3	1735 34 th Avenue SW	11	1/36	1
3	1735 34 th Avenue SW	12	1/36	1

LINE OF SAID LOT 3, A DISTANCE OF 113.58 FEET; THENCE S04°42'43"E ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 115.43 FEET; THENCE S11°22'34"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 286.23 FEET; THENCE S05°10'48"W ALONG THE EASTERLY LINE OF SAID LOT 3, A DISTANCE OF 38.59 FEET TO THE SOUTHEAST CORNER OF SAID LOT 3; THENCE N89°54'16"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 268.29 FEET; THENCE N89°52'07"W ALONG THE SOUTH LINE OF SAID LOT 3, A DISTANCE OF 103.41 FEET TO THE POINT OF BEGINNING.

SAID TRACT OF LAND SUBJECT TO ALL EASEMENTS OF RECORD.

SAID TRACT OF LAND CONTAINS 9.91 ACRES MORE OR LESS.

- B. The Corporation shall have all powers and purposes granted or implied to a council of co-owners under the provisions of Chapter 499B of the Code of Iowa and as are granted or implied by the Declaration of Condominium establishing said condominium regime, and all of such powers shall constitute lawful purposes of the Corporation.
- C. The purposes of the Corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the Corporation shall make no distribution of income to its members, director or officers.
- D. The Corporation shall have unlimited power to engage in and do any lawful act concerning any and all lawful businesses for which corporations may be organized under this Act and consistent with the provisions herein.

ARTICLE IV

The address of the initial office of the Corporation is 2171 Grand Avenue, West Des Moines, Iowa, 50265, and the name of its initial registered agent at such address is John C. Kline.

ARTICLE V

The members of this Corporation shall be those persons described as members in the Bylaws of the Corporation. The voting rights of the members shall be as provided in the Declaration of Condominium and the Bylaws of the Corporation.

ARTICLE VI

The number of directors constituting the initial Board of Directors of the Corporation is one (1). The name and address of the person who is to serve as the initial directors is:

<u>Name</u>	<u>Address</u>
John C. Kline	2171 Grand Avenue West Des Moines, Iowa 50265

The term of office of the initial Board of Directors shall be until successor Directors shall have been elected and shall have qualified. Until the terms of the initial Board of Directors expires, they shall be subject to removal only by John C. Kline as provided in the Declaration and Bylaws. Thereafter, a Director may be removed from office at a special meeting of the

members of the Corporation in such manner as may be provided in the Bylaws. Persons other than members of the Corporation may be members of the Board of Directors.

ARTICLE VII

The initial Bylaws of the Corporation and amendments thereto shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend or repeal the same or adopt new Bylaws is reserved to the members of the Corporation, subject to the restrictions contained in the initial Bylaws and amendments thereto and the restrictions contained in the Declaration.

ARTICLE VIII

In the event of liquidation, assets of the Corporation, if any remain, shall be distributed to the members in accordance with their proportionate share (if undivided interests in the common elements existing in the condominium regime, as determined by the Declaration and the Bylaws).

ARTICLE IX

All transfers, conveyances, leases, mortgages or assignments of real estate or of any interest therein on behalf of this Corporation shall be executed by any two of the following officers: President or Vice President and Secretary or Treasurer. All transfers, conveyances, leases or encumbrances of personal property or any interest therein shall be executed by any officer of this Corporation or any agent authorized by the Board of Directors. All judgments or other liens shall be satisfied, discharged, released or assigned by any officer of the Corporation.

ARTICLE X

Neither the members, the Board of Directors, nor their private property shall be liable for corporate debts, obligations or undertakings.

ARTICLE XI

This Corporation shall indemnify any present or former director, officer, employee, member or volunteer of this Corporation, and each such person who is serving or who has served at the request of this Corporation, as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan to the fullest extent possible against expenses, including attorney fees, judgments, fines, settlements and reasonable expenses, actually incurred by such person relating to his conduct as a director, officer, partner, trustee, employee or agent of another corporation, partnership, joint venture, trust, other enterprise or employee benefit plan, except that the mandatory indemnification required by this sentence shall not apply (i) to a breach of the duty of loyalty to the Corporation, (ii) for acts or omissions not in good faith or which involve intentional misconduct or knowing violation of the law, or (iii) for a transaction from which such person derived an improper personal benefit.

EXHIBIT "E"

BYLAWS OF ROCK CREEK CONDOMINIUMS OWNERS ASSOCIATION, INC.

ARTICLE I Name and Location

The name of the corporation is Rock Creek Condominiums Owners Association, Inc., hereinafter referred to as the "Association". The principal office of the corporation shall be located at 2171 Grand Avenue, West Des Moines, Iowa, but meetings of members and Directors may be held at such places within the State of Iowa, County of Polk, as may be designated by the Board of Directors.

ARTICLE II Definitions

Terms used in these Bylaws shall have the same meaning as in the Association Articles of Incorporation and the Declaration of Submission of Property to Horizontal Property Regime of Rock Creek Condominiums (hereinafter "Declaration").

ARTICLE III Meeting of Members

Section 1 Annual Meeting. The first annual meeting of the members shall be held within one year from the date of incorporation of the Association, and each subsequent regular annual meeting of the members shall be held on the same day of the same month of each year thereafter, at the hour of 7:00 p.m. If the day for the annual meeting of the members is a legal holiday, the meeting will be held at the same hour of the first day following which is not a legal holiday.

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

Section 3 Notice of Meeting. Written notice of each meeting of the members shall be given by, or at the direction of, the Secretary or person authorized to call the meeting, by mailing a copy of such notice, postage prepaid, at least fifteen (15) days before such meeting to each member entitled to vote, addressed to the member's address last appearing in the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4 Quorum. The presence at the meeting of members entitled to cast, or of proxies entitled to cast, two-thirds (2/3) of the votes of the membership shall constitute a quorum for any action except as otherwise provided in the Articles of Incorporation, the Declaration or these Bylaws. If, however, such quorum shall not be present or represented at any meeting, the members entitled to vote thereat shall have the power to adjourn the meeting from time to time,

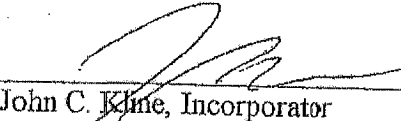
ARTICLE XII

Any purported amendment to these Articles of Incorporation in conflict with or contrary to the provisions of the Declaration of Condominium, including supplements and amendments thereto, which submit lands and units to the regime, shall be void and of no force and effect.

ARTICLE XIII

The name and address of the incorporator is John C. Kline, 2171 Grand Avenue, West Des Moines, Polk County, Iowa 50265.

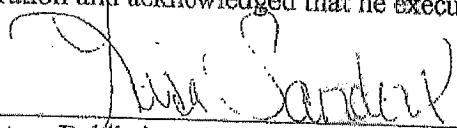
Dated at West Des Moines, Iowa on this 11th day of May, 2004.



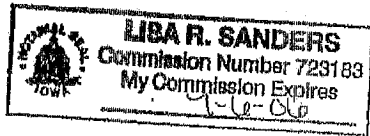
John C. Kline, Incorporator

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 11th day of May, 2004, before me, a Notary Public in and for the State of Iowa, personally appeared John C. Kline, to me known to be the person named in and who executed the foregoing Articles of Incorporation and acknowledged that he executed the same as his voluntary act and deed.



Notary Public in and for the State of Iowa



FILED
IOWA
SECRETARY OF STATE

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without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or represented.

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

ARTICLE IV

Board of Directors; Selection; Term of Office

Section 1 Number. The affairs of this Association shall be managed by a Board of not less than one (1) and no more than six (6) Directors, who shall be members of the Association.

Section 2 Term of Office. At each annual meeting the members entitled to vote shall elect two (2) of the six (6) Directors for a period of two (2) years on a rotating basis.

Section 3 Removal. Any Director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a Director, his successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4 Compensation. No Director shall receive compensation for any service he may render to the Association. However, any Director may be reimbursed for his actual pre-approved expenses incurred in the performance of his duties.

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

ARTICLE V

Nomination and Election of Directors

Section 1 Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. Nominations may also be made from the floor at the annual meeting. The Nominating Committee shall consist of a Chairman, who shall be a member of the Board of Directors, and two or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for elections to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among members of the Association.

Section 2 Election. Election to the Board of Directors shall be by secret written ballot. At such election, the members or their proxies may cast, in respect to each vacancy, as many votes as they are entitled to exercise under the provisions of the Articles of Incorporation. The person receiving the largest number of votes shall be elected. Cumulative voting is not permitted.

ARTICLE VI
Meetings of Directors

Section 1 **Regular Meeting.** Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2 **Special Meetings.** Special meetings of the Board of Directors shall be held when called by the President of the Association, or by any two Directors, after not less than three (3) days notice to each Director.

Section 3 **Quorum.** A majority of the number of Directors shall constitute a quorum for the transaction of business. Every act of decision done or made by a majority of the Directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

ARTICLE VII
Powers and Duties of the Board of Directors

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

(a) Adopt and publish rules and regulations governing the use of the Common Area facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;

(b) Suspend the voting rights and right to use of the common facilities of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association. Such rights may also be suspended after notice and hearing, for a period not to exceed 60 days, for infraction of published rules and regulations;

(c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, the Articles of Incorporation or the Declaration;

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

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

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

(a) Cause to be kept a complete record of all its acts and corporate affairs and to present a statement thereof to the members at the annual meeting of the members, or at any special meeting when such statement is requested in writing by two-thirds (2/3) of the members who are entitled to vote;

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

(c) Fix the amount of the annual assessment against each condominium lot at least thirty (30) days in advance of each annual assessment period;

(d) Send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period;

(e) Foreclose the lien against any property for which assessments are not paid within thirty (30) days after the due date or to bring an action at law against the Owner personally obligated to pay the same;

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

(g) Procure and maintain adequate liability and hazard insurance on property owned by the Association;

(h) Cause all officers or employees having fiscal responsibilities to be bonded, as it may deem appropriate; and

(i) Cause the Common Area and the Association Responsibility Elements to be maintained.

ARTICLE VIII

Officers and Their Duties

Section 1 Enumeration of Offices. The offices of this Association shall be a President and Vice-President, who shall at all times be members of the Board of Directors, a Secretary and a Treasurer, and such other officers as the Board may from time to time by resolution create.

Section 2 Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3 Term. The officers of the Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed or otherwise be disqualified to serve.

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

Section 5 Resignation and Removal. Any officer may be removed from the office with or without cause by the Board. Any officer may resign at any time by giving written notice to the Board, the President or the Secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein, and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective.

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

Section 7 Duties. The duties of the officers are as follows:

PRESIDENT

(a) The President shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board are carried out.

VICE-PRESIDENT

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

SECRETARY

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

TREASURER

(d) The Treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors, shall sign all checks and promissory notes of the Association, keep proper books of account, cause an annual audit of the Association books to be made by a public accountant at the completion of each fiscal year, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy to each of the members.

ARTICLE IX
Committees

The Board of Directors may appoint such committees as it deems appropriate in carrying out its purpose.

ARTICLE X
Books and Records

The books, records and papers of the Association shall at all times, during reasonable business hours, be subject to inspection by any member. The Declaration, the Articles of Incorporation and the Bylaws of the Association shall be available for inspection by any member at the principal office of the Association, where copies may be purchased at a reasonable cost.

ARTICLE XI
Assessments

As more fully provided in the Declaration, each member is obligated to pay the Association annual and special assessments which are secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency at the rate of twelve (12) percent per annum, and the Association may bring an action at law against Owner personally obligated to pay the assessment. The costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No Owner may waive or otherwise escape liability for the assessments provided for herein by non-use of the Common Area or abandonment of his

Condominium.

ARTICLE XII
Corporate Seal

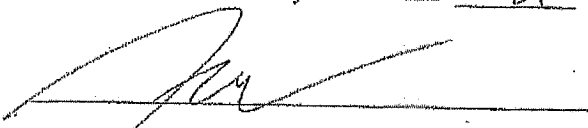
The Association shall not have a corporate seal.

ARTICLE XIII
Amendments

Section 1 These Bylaws may be amended, at a regular or special meeting of the members, by a vote of a majority of the total votes eligible to be cast at a meeting at which there is a quorum of members present in person or by proxy.

Section 2 In the case of any conflict between the Articles of Incorporation and these Bylaws, the Articles shall control; in the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

IN WITNESS WHEREOF, I, being the sole initial Director of Rock Creek Condominiums Owners Association, Inc., have hereunto set my hand this 21 day of May, 2004.


By: John C. Kline, Initial Director

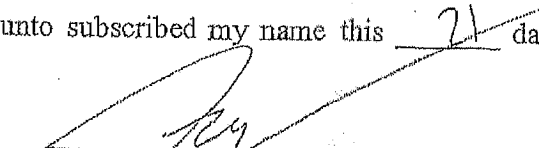
CERTIFICATION

I, the undersigned, do hereby certify:

THAT I am the duly elected and acting initial Director of Rock Creek Condominiums Owners Association, Inc., an Iowa corporation, and

THAT the foregoing Bylaws constitute the original Bylaws of said Association, as duly adopted at a meeting of the Board of Directors thereof, held on the 21 day of May, 2004.

IN WITNESS WHEREOF, I have hereunto subscribed my name this 21 day of May, 2004.


John C. Kline, Initial Director



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 Recorded: 10/07/2004 at 08:21:15 AM
 Fee Amt: \$12.00 Page 1 of 2
 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 File# 2005-00033780

BK 10765 PG 367-368

RETURN TO:

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

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

**FIRST AMENDMENT TO DECLARATION OF SUBMISSION
 OF PROPERTY TO HORIZONTAL PROPERTY REGIME
 FOR ROCK CREEK CONDOMINIUMS**

This First Amendment to Declaration of Submission of Property to Horizontal Property Regime for Rock Creek Condominiums is executed on this 5th day of October, 2004, by Rock Creek Partners, L.C. (the "Developer").

RECITALS

WHEREAS, the Developer has previously executed the Declaration of Submission of Property to Horizontal Property Regime for Rock Creek Condominiums recorded September 16, 2004 in Book 10735 at Page 379 of the Polk County, Iowa records (the "Declaration"); and

WHEREAS, pursuant to Article XIV of the Declaration, the Developer may make minor amendments to the Declaration without the approval of the Unit owners until all phases of the condominium regime have been completed and such amendments shall be for the purpose of clarification or correction of errors in the Declaration and shall not affect the substantive rights of a Unit owner; and

WHEREAS, the Developer has not completed all phases of the condominium regime and desires to amend the Declaration in the manner set forth below.

NOW, THEREFORE, in consideration of the premises, the Developer hereby does declare that the Declaration shall be amended as follows:

1. Article XIII of the Declaration shall be deleted in its entirety.

Except as amended hereby, the Declaration shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Developer has caused this First Amendment to Declaration to be executed as of the date first above written.

ROCK CREEK PARTNERS, L.C., an
 Iowa Limited Liability Company

By: John C. Kline, Inc., Member

By: John C. Kline, President

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 Fee Amt: \$17.00 Page 1 of 3
 Polk County Iowa
 TIMOTHY J. BRIEN RECORDER
 File# 2005-00064800
 BK 10902 PG 128-130

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

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

50838

**SECOND AMENDMENT TO DECLARATION OF SUBMISSION
 OF PROPERTY TO HORIZONTAL PROPERTY REGIME
 FOR ROCK CREEK CONDOMINIUMS**

This Second Amendment to Declaration of Submission of Property to Horizontal Property Regime for Rock Creek Condominiums is executed on this 12th day of January, 2005, by Rock Creek Partners, L.C. (the "Developer").

RECITALS

WHEREAS, the Developer has previously executed the Declaration of Submission of Property to Horizontal Property Regime for Rock Creek Condominiums recorded September 16, 2004 in Book 10735 at Page 379 of the Polk County, Iowa records, as amended by a First Amendment to Declaration recorded on October 7, 2004 in Book 10765 at Page 367 of said records (the "Declaration"); and

WHEREAS, pursuant to Article XIV of the Declaration, the Declaration may be amended by a written agreement of the Unit owners to which at least 67 percent of the votes of the Association are allocated, provided eligible holders of a first mortgage of record to which at least 51 percent of the votes of Units subject to a mortgage so approve in writing; and

WHEREAS, the Developer still owns Units to which at least 67 percent of the votes of the Association are allocated, and its lender, People's Trust and Savings Bank, is the holder of a first mortgage of record to which at least 51 percent of the votes of Units subject to a mortgage appertain, and Developer hereby desires to amend the Declaration in the manner set forth below and People's Trust and Savings Bank has evidenced its consent to such amendment by the consent which it has executed and is attached hereto.

NOW, THEREFORE, in consideration of the premises, the Developer hereby does declare that the Declaration shall be amended as follows:

1. Article IX Section 2(e) of the Declaration shall be deleted in its entirety and the following shall be substituted in its place:
 - (e) The right of a unit owner to sell, transfer, or otherwise convey his or her unit shall not be subject to any right of first refusal or similar restriction.

2. Article IX Section 2(f) of the Declaration shall be deleted in its entirety and the following shall be substituted in its place:
 - (f) All leases shall be in writing and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or

CONSENT OF MORTGAGEE
TO
SUBMISSION OF PROPERTY
TO
CONDOMINIUM REGIME

The undersigned, People's Trust and Savings Bank, is the holder of a mortgage against the real estate submitted to the Rock Creek Condominiums Regime by the Declaration of Submission of Property to Horizontal Property Regime for Rock Creek Condominiums. Such mortgage is recorded in Book 10600, at Page 261, of the Polk County, Iowa records. By its execution of this Consent, the undersigned hereby consents to the Second Amendment to Declaration of Submission of Property to Horizontal Property Regime for Rock Creek Condominiums to which this consent is attached.

Dated this 12th day of January, 2005.

PEOPLE'S TRUST AND SAVINGS
BANK

By: [Signature]
Vice President Title

STATE OF IOWA)
) ss
COUNTY OF POLK)

On this 12th day of January, 2005, before me, the undersigned, a Notary Public in and for the said State, personally appeared Mark S. Johnson to me personally known, who being by me duly sworn, did say that he/she is the Vice President of the named corporation executing the within and foregoing instrument to which this is attached, that the instrument was signed on behalf of the corporation by authority of its Board of Directors; and that He as officer acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him or her voluntarily executed.

[Signature]
Notary Public in and for the State of Iowa

