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Carol "Cindy" Hol, Recorder
Dallas County IOWA

Recorder's Cover Sheet

Preparer Information:

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Taxpayer Information:

Jerry's Homes, Inc
3301 106th Circle
Des Moines, Iowa 50322

Return Address

2100 Westown Parkway, Suite 200
West Des Moines, Iowa
50265

Grantors:

Grantees:

Legal Description: Lot One (1) of Maple Grove Plat 2, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

Document or instrument number if applicable:

**CORRECTED AND SUBSTITUTED SECOND AMENDMENT
TO
DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
THE CONDOMINIUMS OF SILVER OAK**

This corrected and substituted Second Amendment to Declaration of Submission of Property to Horizontal Property Regime for The Condominiums of Silver Oak is made as of this 9th day of November, 2007, by JERRY'S HOMES, INC. (the "Developer"), to correct the building numbers of The Condominiums of Silver Oak I and II which were inadvertently switched in the original Second Amendment. The correct numbers are as follows in sections (a) and (b):

RECITALS

WHEREAS, on February 17, 2005, a Declaration of Submission of Property to Horizontal Property Regime for The Condominiums of Silver Oak (the "Declaration") was recorded in Book 2005 at Page 2145 in the Office of the Recorder of Dallas County, Iowa for certain real property in the City of West Des Moines, Dallas County, Iowa, which is more particularly described as follows:

Lot One (1) of Maple Grove Plat 2, an Official Plat, now included in and forming a part of the City of West Des Moines, Dallas County, Iowa.

WHEREAS, the Declaration was first amended again on August 30, 2006 and said amendment was filed of record at Book 2006, Page 14324 in the Office of the Recorder of Dallas County, Iowa for the above real property in the City of West Des Moines, Dallas County, Iowa.

WHEREAS, the Developer has determined that the Declaration should be amended as provided herein; and

WHEREAS, the Association has the right to make amendments to the Declaration pursuant to Article XIII (1) (c) of the Declaration and the Developer, pursuant to Article V, paragraph 3, is sole voting member of the Association holding 100% of the votes in the Association

NOW, THEREFORE, the Association by virtue of that certain meeting of the Board of Directors of the Association which meeting was duly noticed (said notice being sent by US mail to all owners of Units in the Regime and also being filed of record) and held on August 31, 2006, the Association Board of Directors acting through Jerry's Homes, Inc. (the "Developer") its sole voting member and by unanimous vote hereby amends the Declaration in the following particulars:

Henceforth, the Association shall be split into two (2) separate Associations as follows:

a. **The Condominiums of Silver Oak I.** The Condominiums of Silver Oak I shall consist of Buildings 16000, 17000, 18000, 19000, 20000 and 21000. The Declaration and Amendments previously filed of record with the Recorder of Dallas County, Iowa shall continue to govern The Condominiums of Silver Oak I except as amended by this Second Amendment but ownership but votes shall be split in like manner. Further, this Association shall share the irrigation system with the Townhomes of Silver Oak I and shall pay that Association for its proportionate share of the expenses of said system.

b. **The Condominiums of Silver Oak II.** The Condominiums of Silver Oak II shall consist of Buildings 1000, 2000, 3000, 4000 and 5000 only. The respective undivided ownership and votes of each unit is set out in Exhibit "II" attached hereto and by this reference incorporated herein. The Declaration and Amendments previously filed of record with the Recorder of Dallas County, Iowa shall continue to govern The Condominiums of Silver Oak II except as amended by this Second Amendment. To the extent this Second Amendment is inconsistent with the Declaration and Amendments thereto previously filed, this Second Amendment shall control.

I. Amendments common to both Associations:

A. Article VI, paragraph 6 of the Declaration shall be amended in its entirety to read as follows:

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 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. If utility charges are billed to the Association in a lump sum or billed to the Regime as a whole so that there is no way to ascertain individual unit usage, the Association Board may allocate or apportion such lump sum by and between the Units in the Regime at the discretion of the Board as common expenses. Increases in assessments for utility charges may be made upon receipt of notice of such increase from the applicable utility company by the Association.

B. Article IX, paragraph 2(f) of the Declaration shall be amended in its entirety to read as follows:

f. No unit owner may rent or lease his unit without first obtaining the approval of the Board of Directors for such rental and such approval shall not be unreasonably withheld. All leases shall be in writing and shall be for a term of not less than one (1) year. The Board of Directors shall review both the terms of the lease and the proposed tenants. Any application for approval to rent a Unit in the Regime shall be acted on by the Board within 30 days from written notice by the Unit owner of the proposed rental. Failure of the Board of Directors to act within 30 days from said written notice, shall be deemed approval of the proposed rental. The Association shall, from time to time, adopt objective standards relating to the terms, conditions,

and suitability of tenants for the rental of Units in the Regime in the form of rules and regulations.

C. Article IX, paragraph 2(p) of the Declaration shall be amended in its entirety to read as follows:

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 which includes but is not limited to fishing, paddle boating, ice hockey or any recreational use of any retention or other type of ponds in the Regime, if any. 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.

D. The Bylaws of the Association are hereby amended in like manner as set out in the Amended Bylaws of The Condominiums at Silver Oak Owner's Association attached hereto and by this reference made a part hereof.

E. Article XV, Article XVI, Article XVII and Article XVIII to the Declaration for each Association shall be added as follows:

ARTICLE XV BINDING ARBITRATION

1. Any and all disputes, every claim, controversy, or dispute of any kind whatsoever including whether any particular matter is subject to arbitration including but not limited to tort and negligence claims (individually or collectively a "Claim") between the Association, any first consumer purchaser of an individual unit ("Purchaser"), owner and Developer (including any of Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers) relating to or arising out of any construction, design, engineering or for any other reason of any kind or nature about, in or at the real property described in the Declaration and including any individual units therein (collectively the "Development") shall be resolved by final and binding arbitration regardless of whether the Claim sounds in warranty, contract, statute, or any other legal or equitable theory through the American Arbitration Association Construction Industry Arbitration division ("AAA"). No amendment shall change or affect the provisions of this section Binding Arbitration and this section shall survive the sale and closing of the last Unit in the Regime for 16 years.
 - a. To arbitrate a Claim, the Purchaser, owner or Association ("Claimant" hereinafter), as the case may be, must initiate the arbitration of all Claims involving Developer or any of

Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers in accordance with the applicable AAA rules and procedures which are available online at www.adr.com or by calling the American Arbitration Association at 1-800-778-7879.

- b. Claims for work designed or performed by Developer's agents, independent contractors, subcontractors and suppliers must be arbitrated with the agent(s), independent contractor(s), subcontractor(s) and supplier(s) who designed or performed the work and not with Developer. Each such Claim will be arbitrated individually and Claimant may not seek class treatment or consolidation unless previously agreed to in writing by Developer's agents, independent contractors, subcontractors and suppliers. Addresses for each agent, independent contractor, subcontractor and suppliers and the specific work performed by each are available at the office of the Developer during normal business hours.
- c. No Claim may be brought against Developer for work not self performed by Developer. Developer may not be joined or consolidated as a party by Claimant nor may Claimant seek class treatment against Developer nor may Developer be joined by cross claim or consolidation by any agent, independent contractor, subcontractor and supplier in any arbitration proceeding unless previously agreed to in writing by Developer.
- d. Claimant shall be responsible for the cost of all filing fees required by AAA. The arbitration shall be held at a convenient business time and location selected by Developer.
- e. The demand for arbitration shall also be filed in writing with Developer or any of Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers, as the case may be, as provided above by certified mail within the time period prescribed by the Limited Warranty.
- f. Claimant and Developer or any of Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers, as the case may be, as provided above may agree upon one (1) arbitrator. Otherwise there shall be three (3) arbitrators; one (1) named in writing by each party and the third chosen by these two (2) arbitrators; or if they fail to select a third within fifteen (15) days, then the third shall be chosen by a Judge of the District Court of Dallas County, Iowa. Should Claimant fail to name an arbitrator within ten (10) days of their demand for arbitration, their right to name an arbitrator shall lapse. Should Claimant refuse or neglect to supply the arbitrator(s) with any papers or information demanded in writing, the arbitrator(s) is empowered by both parties to proceed ex -parte.
- g. No one shall be nominated or act as an arbitrator who is in any way has a financial interest in or is a family member by blood or by marriage with any party to the arbitration or is associated in the business affairs of the parties to the arbitration. Any or all arbitrators, as the case may be, must have expertise and hands-on construction experience, project management experience, knowledge of engineering techniques and principals, experience in resolution of jobsite disputes and contract administration.
- h. If there is one (1) arbitrator, his/her decision shall be final and binding, if three (3), the decision of any two (2) shall be final and binding. Such decision shall be a condition precedent to any right of legal action, and wherever permitted by law it may be filed in court to carry it into effect and enforcement.
- i. Arbitrator(s), is authorized to award to the Claimant if the Claimant's contention is sustained the cost of reasonable repairs or replacement for the defect or damage only. The

cost of reasonable repairs or replacement is Developer's or any of Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers, as the case may be, as provided above, maximum liability ("Maximum Liability"). No award for shall be allowed for any other incidental or consequential damages of any kind or nature including but not limited to inconvenience or discomfort arising from the making of repairs or improvements or from any action taken to comply with any law, ordinance or orders of a governmental authority or for loss of use, quiet enjoyment, emotional distress, diminution in value, pain and suffering, loss of consortium any exemplary damages (punitive), consequential economic loss, spousal services or diminution in value, or repurchase of a unit.

- j. Should Claimant contentions be sustained against Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers, as the case may be, as provided above, Developer shall not be liable for any reason to any party for contribution or indemnity.
- k. Should Developer or any of Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers, as the case may be, as provided above, prevail in whole or in part, the arbitrator shall award the costs of arbitration including costs of the arbitrator's compensation and reasonable attorney fees to defend the action against the Claimant.
- l. Award by the arbitrator(s) shall be in writing and it shall not be open to objection or appeal for any reason.

ARTICLE XVI

DEVELOPER'S LIMITED WARRANTY

A. TERM

1. Association: The term of this Limited Warranty for each building in the Regime begins on the date on which each building (which term includes components for which the Association is responsible such as sod, grading, landscaping and Limited Common Elements) ("Building") is accepted by the property management company ("Property Manager") hired by the Board of Directors. The Limited Warranty for site improvements, general common elements and all other elements of the Regime for which the Association is responsible ("Project") begins on the date the first Building is accepted by the Property Manager. Any such date is referred in this Limited Warranty as the "Acceptance". Developer and its independent contractor agents, its subcontractors and suppliers warrant that for a period of one (1) year after Acceptance, the components of the Building and Project not covered by Manufacturer's Warranties

2. Individual Units. The term of this Limited Warranty for each unit begins on the date of the Closing of the sale ("Closing") of each Unit by the Developer to the first consumer purchaser of that Unit ("Purchaser") and runs only to the first consumer Purchaser of the Unit. Developer and its independent contractor agents, its subcontractors and suppliers warrant to the Purchaser that for a period of one (1) year after Closing, the components of the Building and Project not covered by Manufacturer's Warranties.

B. COVERAGE

1. Association. Developer and its independent contractor agents, its subcontractors and suppliers warrant that: for a period of one (1) year after Acceptance, the Building and Project which are not covered by Manufacturers' Warranties will be free of defects in materials or workmanship which have directly caused damage. The cost of reasonable repairs or replacement is Developer's or any of Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers, as the case may be, as provided above, maximum liability ("Maximum Liability"). The Association must notify Developer by certified mail of any Claims under this Limited Warranty within thirty (30) days of the discovery of the problem giving rise to a Claim. This notice is an express condition precedent to the Association's right to arbitration.

2. Individual Unit. Developer warrants that: for a period of one (1) year after Closing of the sale of a unit to the Purchaser, the components of the unit which are not covered by Manufacturers' Warranties will be free of defects in materials or workmanship which have directly caused damage. The cost of reasonable repairs or replacement is Developer's or any of Developer's assigns, successors, agents, independent contractors, subcontractors and suppliers, as the case may be, as provided above, maximum liability ("Maximum Liability"). The Purchaser must notify Developer by certified mail of any Claims under this Limited Warranty within thirty (30) days of the discovery of the problem giving rise to a Claim. This notice is an express condition precedent to the Purchaser's right to arbitration.

C. DURATION OF IMPLIED WARRANTIES The duration of all implied warranties is limited to one (1) year from the date of acceptance or Closing.

D. MANUFACTURERS' WARRANTIES The manufacturers of certain components of the Development including but not limited to appliances, supplies, materials and equipment may issue their own warranty directly to the Association or Purchaser (and sometimes to subsequent

owners). The manufacturers of other components including but not limited to appliances and equipment may issue their own warranty to Developer which it hereby assigns and passes through to the Association or Purchaser. Each such manufacturer's warranty will be for its own period of time and will cover such usage as is specifically outlined in each separate warranty. This Limited Warranty does not cover or warrant any items or components covered by a manufacturer's warranty and said manufacturer's warranty is the only remedy available to the Purchaser or subsequent owners with respect to any such items.

1. Developer makes no representation to the Association or any Purchaser that any individual product or component product warranty that a manufacturer or supplier may choose to give the Association or Purchaser is in excess of this Limited Warranty. Developer is not responsible for the administration or enforcement of said warranties between the Association or Purchaser or owner and any manufacturer or supplier, agents, independent contractors, subcontractors as the case may be.

2. No Claim relating to or arising out of any manufacturer's warranty may be brought against Developer by arbitration or otherwise and the sole remedy of the Association or any Purchaser or subsequent owners is against that manufacturer. Developer may not be joined or consolidated as a party in any claim, lawsuit or any other proceeding of any type or nature arising out of a manufacturer's warranty nor may Claimant seek class treatment against Developer nor may Developer be joined by cross claim or consolidation by any party in a claim, lawsuit or any other proceeding of any type or nature arising out of a manufacturer's warranty, unless previously agreed to in writing by Developer.

IMPORTANT NOTICE: EXCLUSIONS FROM COVERAGE CLAIMANTS ARE HEREBY EXCLUDED FROM RECOVERING FOR ANY AND ALL CONSEQUENTIAL AND INCIDENTAL DAMAGES UNDER THIS LIMITED WARRANTY. RECOVERY IS LIMITED TO THE MAXIMUM LIABILITY WHICH IS THE REPAIR OR REPLACEMENT OF THE WARRANTED ITEMS ALLOWED FOR UNDER THIS LIMITED WARRANTY. DAMAGES WHICH ARE EXCLUDED FROM RECOVERY UNDER THIS LIMITED WARRANTY INCLUDE, BUT ARE NOT LIMITED TO, DAMAGES FOR INTENTIONAL EMOTIONAL DISTRESS, NEGLIGENT EMOTIONAL DISTRESS, PAIN AND SUFFERING, LOSS OF USE, ANY EXEMPLARY DAMAGES (PUNITIVE), CONSEQUENTIAL ECONOMIC LOSS, SPOUSAL SERVICES, LOSS OF CONSORTIUM, INCONVENIENCE OR DISCOMFORT ARISING FROM THE MAKING OF REPAIRS OR IMPROVEMENTS DIMINUTION IN VALUE OR REPURCHASE OF A

UNIT OR HOME, . DAMAGE RESULTING FROM ACTS OF GOD, (INCLUDING BUT WITHOUT LIMITATION LIGHTING, WIND, TORNADOS, HAIL OR OTHER VIOLENT STORM OR CASUALTY AND IMPACT OF OBJECTS) OR FOR FAILURE TO MAINTAIN ANY PROPERTY OF ANY KIND OR NATURE CONSTITUTING THE DEVELOPMENT IN ACCORD WITH PRUDENT STANDARDS OF MAINTENANCE.

REPAIRS OR REPLACED ITEMS ARE WARRANTED ONLY FOR THE REMAINDER OF THE ORIGINAL TERM. DEVELOPER MAKES NO WARRANTY THAT LOT PIN PLACEMENTS ARE ACCURATE AT CLOSING DUE TO THE CONSTRUCTION PROCESS. LOT LINES ARE WARRANTED ONLY AS THEY APPEAR OF RECORD IN THE CERTIFIED FINAL PLAT MAP.

IN NO EVENT SHALL ANY CLAIMANT HAVE A CLAIM FOR REASON WHATSOEVER AGAINST PERSONS WHO ARE EMPLOYEES, SHAREHOLDERS, MEMBERS OR OWNERS OF DEVELOPER IN THEIR INDIVIDUAL CAPACITY.

NO OTHER WARRANTIES. THE OBLIGATIONS CONTAINED IN THIS LIMITED WARRANTY ARE EXPRESSLY IN LIEU OF ANY OTHER OBLIGATIONS, GUARANTEES AND WARRANTIES, EXPRESSED OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, AND OF ANY OTHER OBLIGATIONS OR LIABILITY ON THE PART OF DEVELOPER OR DEVELOPER'S ASSIGNS, SUCCESSORS, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS THE CASE MAY BE, AS PROVIDED ABOVE, IN NO EVENT SHALL DEVELOPER OR DEVELOPER'S ASSIGNS, SUCCESSORS, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS THE CASE MAY BE, AS PROVIDED ABOVE, BE LIABLE FOR CONSEQUENTIAL OR INCIDENTAL DAMAGES OF ANY KIND. NO CLAIM FOR BREACH OF THIS LIMITED WARRANTY OR ANY OTHER CLAIM OF ANY KIND OR NATURE AGAINST DEVELOPER OR DEVELOPER'S ASSIGNS, SUCCESSORS, AGENTS, INDEPENDENT CONTRACTORS, SUBCONTRACTORS AND SUPPLIERS, AS THE CASE MAY BE, AS PROVIDED ABOVE ARISING FROM OR RELATED TO THE DEVELOPMENT, ANY PURCHASE OR THIS TRANSACTION SHALL BE BROUGHT LATER THAN ONE (1) YEAR AFTER ANY CAUSE OF ACTION HAS ACCRUED. INVALIDITY OR UNENFORCEABILITY OF ANY PROVISION HEREIN SHALL NOT AFFECT THE VALIDITY OR ENFORCEABILITY OF ANY PROVISION WHICH SHALL REMAIN IN FULL FORCE AND EFFECT. NO REPRESENTATIVE, EMPLOYEE OR OTHER AGENT OF DEVELOPER OR ANY PERSON OTHER THAN DEVELOPER'S PRESIDENT, HAS AUTHORITY TO ASSUME FOR DEVELOPER ANY ADDITIONAL LIABILITY OR RESPONSIBILITY IN CONNECTION WITH THE DEVELOPMENT OR THIS LIMITED WARRANTY EXCEPT AS DESCRIBED ABOVE. THIS LIMITED WARRANTY SUPERSEDES ALL PREVIOUSLY PUBLISHED WARRANTIES.

ARTICLE XVII

RIGHT TO INSPECTION AND CURE.

1. If a defect appears, which the Claimant (the Association of first consumer purchaser) believes is covered by this Limited Warranty the Claimant must write a letter describing it to Developer at Developer's business address within thirty (30) days of the discovery of the problem giving rise to a Claim. Developer shall have a reasonable time after notification to inspect any alleged defect or damage. The Claimant shall provide Developer with reasonable access to any alleged defect or damage for purposes of inspection. If requested by Developer, the Claimant must deliver to Developer at Claimant's expense, photographs of the defect or damage. If reasonable access is denied or made subject to unreasonable conditions by Claimant or if Claimant fails or refuses to cooperate in Developer's investigation of the complaint, Developer's obligations under this Limited Warranty shall immediately terminate.

A. Developer shall not be liable for payment of any repairs or replacements by any person or entity made without Developer's prior written consent. If Developer in its sole discretion determines there are defects are covered by this Limited Warranty, Developer will have up to ninety (90) days after receipt of notification to process the claim and make reasonable repairs or replacement as are due under this Limited Warranty in its sole discretion. Developer's obligation under this Limited Warranty shall be limited solely to its Maximum Liability which is reasonable repair or replacement and shall not include any other incidental or consequential damages of any kind or nature including but not limited to inconvenience or discomfort arising from the making of repairs or improvements, emotional distress, loss of use, diminution in value, pain and suffering, loss of use, any exemplary damages (punitive), consequential economic loss, spousal services, loss of consortium, etc. Compliance with this Right of Inspection and Cure is an express condition precedent to Claimant's right to demand arbitration as provided above.

B. No amendment shall change or affect the provisions of this section "Right to Inspection and Cure" without the express written consent of Developer and this section shall survive the sale and Closing of the last unit in the Regime for 16 years.

ARTICLE XVIII

CONTROL TRANSFER DATE AND PREVENTIVE MAINTENANCE PROGRAM.

1. A. CONTROL TRANSFER DATE: Developer shall be the sole voting member of the Association and/or shall have the right to name all members of the Board of Directors of the Association ("Board of Directors") until the first annual members' meeting of said Association. The turnover of the Development by the Developer to the Association &/or property manager may occur as early as the date on which 25% of the units of the condominium regime as a whole have been conveyed to unit purchasers or as late as the date 5 years after the date the first Unit is conveyed or at any time in between in the discretion of the Developer (hereinafter referred to as the "Control Transfer Date"). Developer shall call the first annual members' meeting of said Association not later than 120 days after 100% of the Units have been conveyed. Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of this

Association.

At such time after the Control Transfer Date and after a Board of Directors is elected at the first annual members' meeting pursuant to the By-laws of the Association and the Declaration, the Property Manager, the officers of the Board (along with an independent third party inspector at the sole option of Developer) shall conduct an inspection of the Buildings and the Project. In the event said inspection reveals that some adjustments or modifications are necessary for final completion of the Development, a punch list of such items shall be created and signed by the officers of the Association, the Property Manager and Developer within ten (10) days of the inspection. Punch list items completed by Developer are warranted only for the remainder of the original term of the Limited Warranty. Developer hereby agrees to complete (or cause to have completed) items specified on said punch list within a reasonable time after the inspection. Completion of the punch list items constitutes full and Final Completion by Developer of the scope of work in the Development plans and specifications and acceptance of Final Completion of the Development by the Association. Final Completion shall constitute a waiver of claims by the Association against Developer. Notwithstanding the foregoing, nothing in this Agreement shall be construed to, nor is it intended to, release in any way structural warranties applicable to the Property which remain unchanged and are a continuing obligation which survives execution of this Agreement. At such time, the project shall be and is the property and the responsibility solely of the Association Board of Directors, and its heirs, assigns, agents and successors.

B. ASSOCIATION WRITTEN PREVENTIVE MAINTENANCE PROGRAM: The Home Owners Association ("Association") shall institute a written preventive inspection and maintenance program ("Plan") for the maintenance of the Buildings and the Project acceptable to Developer within 30 days after the Control Transfer Date. The Association may work in conjunction with the Property Manager and Developer to prepare and implement such Plan.

If it is discovered during the term of the Limited Warranty that the program is either not being adhered to or that actions required by the program are not being carried out, the Limited Warranty may be voided in the discretion of Developer. The written preventive inspection and maintenance program must provide for inspection and/or maintenance with respect to the following items listed below. To the extent the covered item(s) and/or condition(s) listed below are also listed in either the Warranty Manual provided to the purchaser at the Closing and sale of a Unit or in the National Association of Homebuilders Warranty Guidelines (available at www.nahb.org) the definitions and performance standards for each respective item(s) and/or condition(s) therein shall prevail. Developer has the right during the term of the Limited Warranty to inspect the Development for compliance with the Plan during regular business hours upon reasonable notice to the Association.

1. The inspection Plan must include, but is not limited to

- a. Exterior caulking, including exterior siding caulking,
- b. Exterior painting including foundations, deck and porch rails, columns and front doors as applicable,
- c. Roof, including roof penetrations,
- d. Shingles,
- e. Winter conditions and ice damming,

- f. Cleanup of gutters and storm drains, waterways, drainage areas,
- g. General yard drainage,
- h. Sealing of streets and sidewalks,
- i. AC compressors,
- j. Front door seals,
- k. Window areas, seals, cracked glass,
- l. Concrete,
- m. Driveways, sidewalks, patios and poured walls,
- n. Masonry work,
- o. Garage doors,
- p. Landscape, trees shrubs and sod,
- q. Storm damage,
- r. Exterior lighting,
- s. Siding.

2. The Plan must address the following in writing:

- a. Organization, define who will be responsible for the program.
- b. Who is responsible for any corrective action.
- c. List the inspection plan, what is inspected, frequency of inspection and the acceptance criteria to be used.
- d. Define how inspection results are translated into corrective action requests.
- e. What follow-up action will be done to verify that corrective actions were completed in a timely and proper manner.
- f. How will the corrective actions be reviewed to establish what further additional actions are required to prevent a recurrence.
- g. Define routine maintenance activities.
- h. Define items requiring periodic maintenance.
- i. Define the record keeping and the report distribution.
- j. Include copies of the forms that will be used.

The supporting documentation and verifying records and reports **must** be available during regular business hours during the term of the Limited Warranty to substantiate compliance and for continued qualification for the Limited Warranty Program. Implementation of and adherence to the Written Preventive Maintenance Program is an express condition precedent to the right of the Association to demand arbitration pursuant to article XV.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 9th day of November, 2007.

JERRY'S HOMES, INC. , Developer
an Iowa Corporation

By Kellyn Ben Qill, attorney
11 for Developer

STATE OF IOWA)
)ss.
COUNTY OF DALLAS)

On this 8 day of November, 2007, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kathleen DeBell to me personally known who, being by me duly sworn, did say that ~~he~~ is Attorney of the Iowa corporation executing the foregoing instrument; that no seal has been procured by the company; that the instrument was signed on behalf of the corporation by authority of its members, and that James Henry, Inc. acknowledged execution of the instrument to be the voluntary act and deed of the Corporation by it voluntarily executed.

