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AMENDED, RESTATED & SUBSTITUTED DECLARATION OF THE SUBMISSION  
OF PROPERTY TO HORIZONTAL REGIME FOR THE CONDOMINIUMS AND  
TOWNHOMES AT SILVER OAK

Preparer Information:

Michael J. Green  
Brown Winick Law Firm  
666 Grand Avenue, Suite 2000  
Des Moines, IA 50309  
Phone: 515-242-2431

Return Document to:

Michael J. Green  
Brown Winick Law Firm  
666 Grand Avenue, Suite 2000  
Des Moines, IA 50309  
Phone: 515-242-2431

Grantor:

Jerry's Homes, Inc.  
3301 NW 106th Circle  
Urbandale, IA 50322

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 of previously recorded documents:

**AMENDED, RESTATED & SUBSTITUTED DECLARATION OF THE SUBMISSIONS  
OF PROPERTY TO HORIZONTAL REGIME FOR THE CONDOMINIUMS AND  
TOWNHOMES AT SILVER OAK**

This Amended, Restated & Substituted Declaration of Submission of Property to Horizontal Property Regime is made and entered into this \_\_\_\_\_ day of January, 2011, by Jerry's Homes, Inc. ("Developer") as to the following real property:

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 on February 17, 2005, a Declaration of Submission of Property to Horizontal Property Regime for the Townhomes of Silver Oak was recorded with the Dallas County, Iowa Recorder at Book 2005 Page 2144 of the Dallas County, Iowa records ("Townhome Declaration").

WHEREAS on February 17, 2005, a Declaration of Submission of Property to Horizontal Property Regime for the Condominiums of Silver Oak was recorded with the Dallas County, Iowa Recorder at Book 2005 Page 2145 of the Dallas County, Iowa records ("Condominium Declaration").

WHEREAS the above referenced Townhome Declaration was amended by filings at Book 2006 Page 14322, Book 2007 Page 7553, and Book 2008 Page 15928.

WHEREAS the above referenced Condominium Declaration was amended by filings at Book 2006 Page 4324, Book 2007 Page 7550 and Book 2007 Page 17459.

WHEREAS the entire Development was designed to consist of four (4) sub-developments consisting of two Condominium Developments containing a total of eleven (11) buildings with 176 condo units and two Townhome Developments containing a total of twenty-three (23) buildings with 174 Townhome units (each referred to as a "Sub-development", collectively "Sub-developments"). Each unit included an assigned garage unit.

WHEREAS each of the four (4) Sub-developments were to be governed by its own Sub-Association with assessment authority as to its respective Sub-development only and all Sub-developments were to be governed by one Master Association with specific responsibilities to complete the entire Development, to oversee the entire Development and to service and maintain the common right of ways and sidewalks (being those adjacent to 88th Street and Westown Parkway) and to service and maintain all of "A" street and its right of way and sidewalks as depicted on the Site Plan set forth in Exhibit "A" attached hereto and by this reference made a part hereof.

WHEREAS as a result of the failure of the earlier filings to clearly and accurately define the Declaration, this Amendment is prepared and is filed to consolidate the filings referenced

above and recorded at Book 2005 Page 2144 and Book 2005 Page 2145, including all amendments thereto, into one Horizontal Regime with four (4) Sub-developments as set forth on Exhibit A attached hereto and incorporated herein, and to correct and clarify the rights and responsibilities of each Owner, each Member Sub-Association, each Member Sub-Board, the Master Association and the Master Board.

WHEREAS, the Site Plan depicting the Land and the proposed Buildings and Units to be constructed thereon is attached hereto as Exhibit "A" (the "Site Plan"); and

WHEREAS, the Condominiums and Townhomes at Silver Oak is to consist of the Land and Buildings. The numbering of the Buildings and Units are shown in the attached Exhibit "A". The approximate area of the Units, the number of rooms contained in the Units, and the common areas to which each Unit has immediate access are shown on the drawings attached hereto as Exhibit "B", which by this reference are incorporated herein; and

WHEREAS, Declarant's purpose, by filing this Declaration, is to submit and convey the Land described above and Buildings 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; and

NOW THEREFORE Jerry's Homes, Inc., pursuant to its authority as Developer, and as sole voting member of the Master Association, hereby declares that all of the real property within:

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;

and any additional property as may by subsequent Amendment hereto be subject to this Amended & Restated Declaration and shall be held, transferred, sold, conveyed, leased, occupied and subject to the terms and conditions hereafter and that each of the prior Declarations and Amendments referenced above are hereby amended and substituted as set forth hereafter;

That Developer hereby confirms and re-declares that the property identified legally above is held and shall be held subject to the provision of Iowa Code 499B Horizontal Property subject to the following covenants, conditions, restrictions, uses, limitations and obligations all of which are declared and agreed to be in furtherance of a plan for the improvement of the property and the division thereof into two condominium developments and two townhome developments and shall run with the land and be a burden and a benefit to Developer, its successors and assigns and any person owning an interest in the real property improvements appurtenant thereto as grantees, successors, heirs, executors, administrators, devisees, and assigns;

**ARTICLE I  
DEFINITIONS AND GENERAL**

1. Master Association. The term "Master Association" shall mean the Silver Oak Master Association as defined in Section 499B (2)(3) Code of Iowa with full and final authority over the entirety of the Development except as specifically delegated to the "Sub-Associations" as defined hereafter.
2. Sub-Associations. As declared prior, this Regime consists of four (4) Sub-Developments consisting of two (2) condominiums and two (2) townhome residential projects. Given the nature and the size of each of these projects, the Developer has concluded that each of the four (4) Sub-Developments shall be governed on a day to day basis by its respective Sub-Associations and defined by the Developer.
3. Assessments. "Assessment" shall mean and refer to an Owner's share of the common expenses and other charges from time to time assessed against an Owner by the Sub-Association of which the Owners Unit is a part and by the Master Association.
4. Association. "Association" shall mean and refer to generally as any Sub-Association or the Master Association..
5. Building. The term "building" or "building(s)" means any buildings, whether attached or unattached, constructed on the land all of which are intended to and do comprise an integral part of this horizontal property regime.
6. Common Elements or Areas. The term "common elements" or "common areas" means all general comment elements and limited common elements as defined herein.
7. Condominium. The term "condominium" when used as a noun means a Condominium Unit and appurtenances thereto.
8. Declaration. The term "Declaration" means this Amended, Restated & Substituted Declaration, all exhibits attached hereto including the Articles of Incorporation and Bylaws of the Master Association, each Sub-Association and all supplements and amendments hereto and thereto, as the case may be.
9. Developer. "Developer" shall mean and refer to Jerry's Homes, Inc., its successors and assigns.
10. General Common Element(s). The term "general common element(s)" 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, street lights, landscaping, fences, monument signs or other signs, detention pond, if any, plantings and pertinent equipment and furnishings.

All structural elements of a 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 sanitary sewer lines (including manholes), water service lines, the storm sewer collection system, including storm sewer lines and any structures or manholes relating thereto, 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 and in general all devices and installations existing for common use.

11. Land. The term "land" or "Land" means the real property described as:

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.

12. 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 mortgages not in possession, lien holders, and interests merely collateral in nature.

13. Ownership Units or Unit. The term "ownership units" or "unit" means the ownership units made appurtenant to each Unit in Article III 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 relevant Association.

14. Property or Project. The term "property" or "project" shall include all property, real, personal or mixed, all other improvements located thereon, and all easements, rights, appurtenances belonging thereto submitted to the regime other than the personal property of any owner which might otherwise be considered submitted to the regime.

15. 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.

16. Successors, Grantees, and Assigns. Any reference to Developer, an owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.

17. Severability. The invalidity of a covenant, restriction agreement, undertaking or other provision of any condominium document shall not affect the validity of the remaining portions thereof.

18. Townhome. The term "Townhome" when used as a noun means a Townhome Unit and appurtenances thereto.

19. Incorporation. Exhibits attached hereto and referred to herein are hereby incorporated and made a part hereof as if set out in full herein 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.

20. Other Definitions. Certain other terms are defined in various places in this Declaration and to the extent not defined herein, the definitions contained the Horizontal Property Act shall control.

## ARTICLE II IDENTIFICATION OF LAND, BUILDINGS AND UNIT

1. Location of Land and Improvements. The land, buildings and other improvements thereon are hereby submitted to the regime. Attached hereto as Exhibit "A" is the duly certified site plan for the project drawn to scale. Attached hereto as Exhibit "C" are the full and complete plans of the buildings pursuant to Iowa Code § 499B.6. Said Exhibits A and C shall govern, for purposes of this Declaration and for purposes of meeting certain requirements of sections 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. Driveways. The driveways as shown in Exhibit A shall be private driveways within the regime and common elements thereof, affording access to the units and common elements from public streets, and an easement over such driveways as is necessary for ingress and egress to such units and such common elements appurtenant to each unit. Driveways shall be maintained by the Sub-Association of which they are a part.

## 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. 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 or her unit, including specifically the right to penetrate such

- common elements 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 "B" 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 and townhome 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 total number of all units which have been submitted to the regime, all as shown on Exhibits A and B 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 Sub-development's respective Sub-Association and one vote in the affairs of the same Sub-Association, as well as one vote in the Master Association, provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles and Bylaws of each Association. The action of such Sub-Association and the Master Association must be deemed the action of the owners of that Development 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 Sub-Association and from the Sub-Association and/or the Master 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 Master 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 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 element(s)" 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 Each Sub-Association and the Master Association. The reservation of limited common elements shall not limit any right the Sub-Association or the Master Association or its agent may otherwise have to alter such limited common elements or enter upon such limited common elements.

#### **ARTICLE V DEVELOPER'S 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 property any business relating to construction, sale, lease or rental or 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 Developer's 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 the right to sell, rent or lease.
2. Developer's Nonliability for Assessments. The Developer, and the Units which Developer owns, shall not be liable for any assessments made by any Sub-Association or the Master Association whether general or special; provided, however, at such time as a unit owned by Developer is sold, leased, rented or occupied (other than as a model for sales purposes or as a sales office), such unit shall thereafter be liable for assessments in the same fashion as any other owner.
3. Designation of Association Directors. Developer shall be the sole voting member of the Master Association and/or shall have the right to name all members of the Board of Directors of the Master Association ("Master Board of Directors") 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 100% of the units of the regime as a whole have been conveyed

to unit purchasers or the date 10 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 Master 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 Units, 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 this Declaration. An amendment made pursuant to this paragraph needs to 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 in its sole discretion.

6. Initial Working Capital Fund. If or when any first mortgage on a unit is to be insured by FHA or sold to FNMA, and only if required by FHA or FNMA, the Developer shall establish a working capital fund in accord with the then applicable rules and regulations of FHA or FNMA, as the case may be, or, if none, then in 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 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 units 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 unit 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 or 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 respective Sub-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 Master Association. The Developer may, however, reimburse itself for funds paid to the Master 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 Master Association has effectively been transferred to the unit owners, the respective Sub-Associations 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 and Maintenance and Repairs. Developer reserves the right to construct one building at a time. Developer reserves the right to have access until construction of all buildings and the units contained therein are completed and sold (and a limited easement for the same) to maintain, improve or repair the common elements should the need arise in the sole discretion of the Developer and without the need for any approval by any Association and shall have such access as is necessary to accomplish such maintenance, improvement or repairs; 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.
8. Assignment of Developer's Reserved Right. Developer shall have the right to assign all 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 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. Master Association: Membership: Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Master Association, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa unless expressly delegated to one or more Sub-Associations. Copies of its Articles of Incorporation and Bylaws, as well as the Articles and Bylaws of each Sub-Association, 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 Sub-Association or Master Association as required. The action of the Master Association or any Sub-Association shall constitute the action of the pertinent owners.
2. Sub-Associations Membership, Vote or Other Actions. The business of each of the four (4) Sub-Associations shall be managed by a Board of five (5) members who shall be elected by the owners of the units in each Development organized and existing as set up and directed by Developer.

3. Agreements and Compliance. All owners, each Association, tenants, families, guests, and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws of the respective Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the respective Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure by any owner, any 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 in control.

4. Availability of Documents and Records. Each Association shall make available to its respective 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 relevant Sub-Association or the Master Association. Such information shall also be made available by the Association to prospective purchasers of units, including the most recent audited financial statements of the Association, if such is prepared. "Available" shall mean available for inspection upon request during normal business hours or under other reasonable circumstances at a location selected by the Association. 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. Costs of any copies, if furnished by the Association, shall be born by the person requesting such copies.

5. Included Powers, Foreclosure of Lien, Waiver of Partition. Each owner agrees that each Association has and shall exercise all powers, rights and authority granted unto it by Chapters 504A and 499B, Code of Iowa, and such as are more particularly set forth in Regime 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.

6. No Avoidance by Waiver of Use, Right of Entry. Each owner shall be liable for all assessments made by its respective Sub-Association or the Master 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 either 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. Each Association shall have the right, exercisable at reasonable times, to enter a Unit as may be necessary to carry out its responsibilities.

7. 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 applicable Association and the costs of the same shall be a common expense to be assessed against each Unit owner as part of the regular assessments.

8. Management Contract. Pursuant to authority granted in its Bylaws, each 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 this Declaration, and the management fee thereof shall be 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 respective 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.

9. Discharge of Liability. The owner shall promptly discharge any lien which may hereafter be filed against his Unit.

10. 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.

11. Limitation of Association's Liability. No Association shall be liable for any failure of water or other service to be obtained and paid for by any 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 areas or from any action taken to comply with any law, ordinance or orders of a governmental authority.

12. Indemnification of Management Committee Members. Each member of each Association's current and past Board of Directors shall be indemnified by the owners to the full extent provided by law as directors of a non profit corporation against all expenses and liabilities including attorneys' 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 any Association or any settlement thereof, whether or not he is an officer or director at the time such expenses were 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 respective Association approved such settlement and reimbursement as being for the best interest of that Association.
13. Association as Attorney-in-Fact for Owners. Each Association is hereby irrevocably appointed attorney-in fact for its respective owners of each and every unit 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 right hereinafter provided. Each Association, or any Insurance Trustee (hereinafter defined) designated by any Association, is hereby irrevocably appointed attorney-in-fact for the owners set forth in such designation 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 documents including 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 unit shall constitute an appointment of its respective Association provided for herein as an attorney-in-fact as provided above.
14. 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 Mortgage, 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 deemed to be an expense of the Association, but his 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 Master 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 any document 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 of (iv) the purposes to which any unit or the common elements are restricted;
  - b. Any proposed termination of the 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; and
  - e. Any lapse, cancellation, or material modification of any insurance policy maintained by the Master Association or respective Sub-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 any 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 regime after substantial destruction or a substantial taking in condemnation of the 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 on the project may be effected without with approval of the eligible holders first mortgages on units to which at least 67% of the votes of units subject to mortgages held by such eligible holders are allocated.

- 3. 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 with one of the following meanings shall be conclusively decided by the Board of Directors of the Master Association.
  - a. "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, regarding, 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 by this Declaration or any Supplemental Declaration.

- 2. Maintenance by the Master Association as delegated to each Sub-Association.
  - a. Each Sub-Association shall maintain all common elements contained in its respective Sub-development, whether limited or general, and shall make assessments therefore 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. Included in the foregoing shall be the Sub-Association's responsibility to maintain the landscaping and plantings



(including sod) in its Sub-development in accordance with the final site plan as set forth in Exhibit "A". Further, included in the foregoing shall be the Sub-Association's responsibility to maintain all sanitary sewer lines (including manholes) within its respective Sub-development.

- b. Each Sub-Association shall repair incidental damage caused to a Unit through maintenance by the Sub-Association and shall assess the cost thereof as a common expense to its respective owners.
- c. If a Unit owner defaults on his responsibilities of maintenance, each Sub-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 without waiving any rights to collect the costs thereof against said Unit or Owner as provided in this Declaration.
- d. Each Sub-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 expense according to the circumstances.
- e. Each Sub-Association shall maintain and repair the Garage Units contained in its Sub-development and appurtenant to its respective owners units, and shall be responsible for snow removal from all streets and sidewalks within its Sub-development.

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 in reasonable repair, 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 fixtures, 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 its Association nor the Master Association 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 Sub-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 and keep such improvement or alteration in reasonable repair.

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

4. Alteration or Improvement 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 Sub-Association which shall determine the proper insurance of such improvements 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. 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. Alterations to the exterior of the building or any common element shall not be made, if, in the opinion of the Board of Directors of the Association, such alteration would not enhance the integrity and appearance of the regime as a whole.

5. Alterations or Improvements by the Sub-Association or Master Association. Whenever in the judgment of the relevant Board of Directors, the common elements shall require additions, 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, said Board of Directors shall proceed with such additions, alterations, or improvements and shall assess all respective 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 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 By-laws and Articles of Incorporation of the relevant Sub-Association and the Master 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 heirs, 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 windows and the drapes, curtains, sheers or shutters used.
  - c. Dogs, cats and other pet animals and birds, or livestock, farm animals or poultry of any kind including any mammal, rodent, or snake, are prohibited, provided however, any person purchasing a Unit from the Developer in Silver Oak may bring two pets (dogs, cats or birds) with them if such pets together weigh less than 35 pounds at full growth except as to Silver Oak Townhomes II where the weight limit for one dog shall be 80 pounds at full growth or the combined weight for two dogs shall not exceed 80 pounds. Each of the other Sub-Associations may elect to modify or alter their animal restrictions as agreed. When a pet, which is brought onto the premises as provided above, dies it may be replaced only so long as any new pet complies with this provision. All pets outside of a Unit must be on a leash and accompanied, at all times, by an adult. No such pet may be bred or maintained for any commercial purpose. Each pet owner shall remove their pet's waste from the common areas.
  - d. Each Sub-Association may adopt rules and regulations for the reservation and use of any recreational facilities, if applicable.
  - 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 and hereafter be adopted by the Association in the

- form or 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, age, sex or place of national origin.
- f. No Unit Owner may rent or lease his Unit without first obtaining the approval of the relevant Sub-Association Board of Directors for such rental and such approval shall not be unreasonably withheld. All leases shall be in writing. The Board of Directors shall review both the terms of the lease and the proposed tenants. In no case shall a lease have an initial term of less than 90 days. Any application for approval to rent a Unit in a Development shall be acted on by the controlling Sub-Association Board with 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 Sub-Association shall, from time to time, adopt objective standards relating to the terms, conditions, and suitability of tenants for the rental of Units in its respective Sub-development in the form of rules and regulations.
- g. No noxious, illegal or offensive activity shall be carried on in any condominium Unit, nor shall anything be done or 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 (except 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 the garage or other 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 Unit shall be erected, posted or displayed upon, from or about any Unit, unless first reviewed and approved by the relevant Sub-Association, provided, however, any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure and any Unit Owners seeking to sell his Unit shall have the right to post a sign 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 or egress.
- k. No burning of any trash and no unreasonable or unsightly accumulation or storage of litter, new or used materials, or trash or any other kind shall be permitted

- within any condominium Unit or 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, tent, shack, boat or other recreational vehicle of any kind shall be maintained upon any common elements at any time.
  - m. No Owner or other person shall install any electrical or telephone wire, television antenna or other antenna, air-conditioning unit or other machine or device on the exterior of the building.
  - n. Nothing shall be altered in, constructed in, or removed from the common elements, except upon written consent of the relevant Sub-Association Board of Directors.
  - 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 an Association may enter any Unit when necessary in connection with any maintenance, landscaping or construction for which that 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 its Association of every lien against his unit other than permitted mortgages, taxes, and Association assessments, and of any lawsuit 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 or lawsuit or proceeding. A Unit Owner shall be governed by the provision of Iowa Code Section 499B.12 with respect to any such liens.
  - s. Unit Owners are reminded that alteration and repair of the building is the responsibility of their respective Sub-Association, except for the interior of the Units. No work of any kind is to be done upon the exterior of the building walls or upon interior boundary walls or doors without first obtaining the approval of the relevant Sub-Association. Work inside a unit must be coordinated with the Sub-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 designated by the relevant Sub-Association.
- v. Complaints regarding the services of the building shall be made in writing to the Board of Directors of the relevant Sub-Association or to the managing agent or to the manager.
- 3. Each Sub-Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of its respective Sub-development property and such rules shall be observed and obeyed by its respective 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 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 individual owners, each individual unit owner shall deposit his award(s) with the Insurance Trustee. In the event of failure to do so, in the discretion of the Master 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 condominium 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 condominium regime:

(i) The unit shall be made tenable. 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 tenable, the award 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 condominium 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 Master 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 in the Sub-development.

(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 condominium 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 Master 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 peril, it shall be deemed that the Master 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 Master Board of Directors in writing, requesting a vote of the Master Association members concerning the question of rebuilding, repairing or reconstructing the damage or destruction, the Master 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 Master Association are allocated and the eligible holders of first mortgages on units to which at least 67% of the vote 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 Master Association as its common expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Master 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 Master Association.
3. In the event that one-half ( $\frac{1}{2}$ ) or more of the entire project is substantially damaged or destroyed by fire or other casualty, it shall be deemed that the Master 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 specifications 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 Master 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 to proceed with repair and reconstruction. In the event the project shall be deemed to be owned in common by the owners of all of the 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 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 Master Association or its members in common, shall be considered as one fund and shall be divided among the owners of all units as herein provided, after first paying out of the share of the owners of any unit, to the extent such share is sufficient for the purpose, all liens upon such 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 Master 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 Master Association may not:

- a. Change the prorata 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 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 repair, replacement, or reconstruction of the condominium property.

## ARTICLE XII INSURANCE AND FIDELITY BONDS

1. Each Sub-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 its Sub-development property in an amount equal to full replacement value of the condominium property (as determined annually by the Sub-Association) and with a replacement cost endorsement which provides for 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 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 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under the policy shall include, without limitation, 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 regime which is listed as a scheduled holder of a first mortgage in the insurance policy and must conform to the then applicable requirements of FHA, FNMA and FHLMC, as the case may be, in the event any of these entities is a mortgage holder. FNMA and FHLMAC 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 employer's 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 be 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/Servicer Guide; and
  - c) Workmen's compensation insurance to the extent necessary to comply with any applicable laws; and
  - d) Non-conforming structure endorsement to the extent necessary; and
  - e) Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered reasonably necessary by the Association.
2. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Sub-Association against owners of each of the units. The premiums attributable to coverage on the units and the common elements shall be apportioned

among the units. Deductibles may not exceed the lower of \$10,000.00 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. Each Sub-Association and the Master Association, or its designee, shall have the exclusive authority to adjust losses under its respective 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 mortgages.

5. Each unit owner may obtain additional insurance at his own expense upon his unit provided that no owner shall maintain insurance coverage which will tend to decrease the amount which the Association 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 30 prior written notice to any and all insured names, thereon, including the Association insured and any an all mortgages of the units affected.

7. Each Sub-Association shall timely designate an Insurance Trustee. Each such Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of that 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 apply the same to the cost of reconstruction or repair of a damaged or destroyed unit. The work of repairing or reconstruction of the damaged or destroyed 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 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 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 unit in an 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, Silver Oak shall be considered terminated. In the event of such termination, the Board of Directors of the Association shall have the responsibility of closing out the affairs of the condominium project in an orderly manner. All damaged or destroyed units must be repaired or restored unless

a determination not to do so is made by the 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) below, shall be subject to the following provisions:

- a) All policies shall name as insured the Master Association 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-I" or better by Best's Insurance Reports and a policyholder's rating of "A" or better, or such policy as will meet 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 of the Association or its authorized representative, including any Insurance 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 Trustee. 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 mortgages as their respective interests 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 an 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 30 days prior written notice to any and all insureds named thereon, including the Association any and all mortgagees of the 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 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 Bylaws.

f) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, its Board of Directors, their agents and employees, the respective unit owners, their respective employees and agents. Independent contractors shall not be considered agents, employees or servants of the Association or of the respective 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 unit owners collectively; or

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

h) The owner of any 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 unit made or acquired at the expense of the owner) at his expenses. 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 unit obtain, in addition to the insurance hereinabove required 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 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 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, as the case may be, 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 also be named as the mortgagee on the mortgagee 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, fund 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 and shall conform to the requirements of FNMA or FHLMC should the entities be mortgage holders of any unit in the condominium project. 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 the FNMA, also receive notice of cancellation or modification. 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.

### ARTICLE XIII AMENDMENTS

1. Procedure. Except as otherwise provided herein this Declaration or a termination of the 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 51 percent of the votes in the Master Association are allocated and the approval of the eligible holders of first mortgages on units to which at least 51 percent of the votes of units subject to mortgages appertain shall be required to terminate the condominium regime. No amendment to this Declaration shall be effective unless and until approved by the Master Association and no Sub-Association has the authority to file an amendment hereto under any circumstance.
  - b. In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of any 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 Master Association, authorized therefore by resolution, in the records of the Recorder of Dallas County, Iowa.
  - c. In the case of all other amendments to this Declaration, by written agreement of the unit owners to which at least 51 percent of the votes in the Master Association are allocated, provided eligible holders of a first mortgage appertain to which at least 51 percent of the votes of units subject to a mortgage appertain so approve in writing and recordation by the president or other officer of the Master Association, authorized therefore by resolution, in the records of the Recorder of Dallas County, Iowa.
  - d. Notwithstanding the foregoing, Developer may, until all construction of the condominium regime contemplated herein has been completed or so long as Developer owns any unit, whichever is later, make 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.
  - e. Notwithstanding anything to the contrary provided herein, so long as the Developer retains an interest in any of the units subject to this Declaration, Developer shall have sole voting control and authority relating to the Master Association, the Master Board of Directors and all other matters relating to the operation of the Master Association. At such time as the Developer no longer retains an ownership interest in any unit, or until such time the Developer waives the right to be the sole voting member, whichever first occurs, all such voting control and authority shall automatically transfer back to the Master Board of Directors and the unit Owners a part thereof.
2. Effectiveness. Upon recordation of the Office of the Dallas 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. Upon Developer's completion of construction of the entire Development, 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 provision of this paragraph 3 of this Article.

#### **ARTICLE XIV 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 and exercise the right to enlarge the condominiums regime not only in its individual capacity but also as agent for the owners of all units in the condominium regime 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 regime.

2. The right to enlarge the condominium regime by adding thereto 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(s) to such effect made pursuant to the Horizontal Property Act. Such supplemental declaration(s) shall constitute an amendment of and, by appropriate reference thereto, shall be incorporated into this Declaration by which the condominium regime is originally established. Such supplemental declaration(s) shall be effective when recorded in the office of the Recorder of Dallas County, Iowa.

3. If HUD, the VA or FNMA or any other Federal housing authority 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 the 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 XIV and the Recitals of the Declaration.

4. The buildings to be included in any additional enlargement and appurtenant improvements of the condominium project must be substantially completed before the same 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 addition covering any period prior to the addition must be paid or otherwise satisfactorily provided for by the Developer prior to filing the supplemental declaration for that addition. 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 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 units as a common expense.

5. The fractional interest in the common elements appurtenants to each unit in the condominium regime as now constituted or hereafter enlarged shall be a fraction having as its numerator one and having as its denominator the total of all units in the condominium regime.

IN WITNESS WHEREOF, the undersigned has hereunto set his hand this 10 day of Jan, 2011.

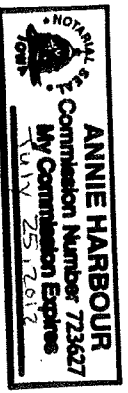
JERRY'S HOMES, INC.

By: Ronald R. Grubb  
Its: Pres

STATE OF IOWA            )  
  )ss  
COUNTY OF Polk        )

On this 10 day of January, 2011, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ronald R. Grubb to me personally known, who being by me duly sworn, did say that he is the President of the corporation executing the within and foregoing instrument; that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Ronald R. Grubb as such officer acknowledged the execution of the foregoing instrument to be voluntary act and deed of the corporation; by it and by him voluntarily executed.

Annie Harbour  
Notary Public in and for the State of Iowa



**EXHIBIT A**  
**SITE PLAN**  
**OF**  
**DEVELOPMENT**  
**AND FOUR (4) SUB-DEVELOPMENTS**

**HOMEOWNER'S ASSOCIATION PARCEL DESCRIPTIONS  
SILVER OAK CONDOMINIUMS AND TOWNHOMES  
WEST DES MOINES, IA**

MASTER ASSOCIATION - LOT A - STREET

A PART OF LOT 1, MAPLE GROVE PLAT 2, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF SAID PLAT; THENCE S00°10'18"W, 208.85 FEET ALONG THE WEST LINE OF SAID PLAT TO A POINT; THENCE S00°21'51"W, 121.91 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE S00°21'51"W, 50.00 FEET ALONG SAID WEST LINE TO A POINT; THENCE N90°00'00"E, 476.66 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 300.12 FEET, A CHORD BEARING N81°36'42"E TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN ARC LENGTH OF 565.77 FEET, A CHORD BEARING S58°23'38"E TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 142.79 FEET, A CHORD BEARING S18°37'23"E TO A POINT ON THE SOUTH LINE OF SAID PLAT; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 50.33 FEET, A CHORD BEARING N56°39'47"E ALONG SAID SOUTH LINE TO A POINT ON A NON-TANGENT CURVE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 122.41 FEET, A CHORD BEARING N18°15'45"W TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET, AN ARC LENGTH OF 650.21 FEET, A CHORD BEARING N58°23'38"W TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET, AN ARC LENGTH OF 285.48 FEET, A CHORD BEARING S81°36'42"W TO A POINT OF TANGENCY; THENCE N90°00'00"W, 476.35 FEET TO THE POINT OF BEGINNING CONTAINING 1.733 ACRES MORE OR LESS.

HOMEOOWNER'S ASSOCIATION #1 - TOWNHOMES AT SILVER OAK I

A PART OF LOT 1, MAPLE GROVE PLAT 2, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF SAID PLAT; THENCE S89°50'01"E, 772.24 FEET ALONG THE NORTH LINE OF SAID PLAT TO A POINT; THENCE S00°00'00"E, 282.60 FEET TO A POINT ON A CURVE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET, AN ARC LENGTH OF 16.47 FEET, A CHORD BEARING S74°26'58"W TO A POINT OF REVERSE CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 975.00 FEET, AN ARC LENGTH OF 285.48 FEET, A CHORD BEARING S81°36'42"W TO A POINT OF TANGENCY; THENCE N90°00'00"W, 476.35 FEET TO A POINT ON THE WEST LINE OF SAID PLAT; THENCE N00°21'51"E, 121.91 FEET ALONG SAID WEST LINE TO A POINT; THENCE N00°10'18"E, 208.85 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING CONTAINING 5.743 ACRES MORE OR LESS.

HOMEOOWNER'S ASSOCIATION #2 - CONDOMINIUMS AT SILVER OAK I

A PART OF LOT 1, MAPLE GROVE PLAT 2, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF SAID PLAT; THENCE S00°10'18"W, 208.85 FEET ALONG THE WEST LINE OF SAID PLAT TO A POINT; THENCE S00°21'51"W, 171.91 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING; THENCE N90°00'00"E, 476.66 FEET TO A POINT OF CURVATURE; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 114.13 FEET, A CHORD BEARING N86°48'36"E TO A POINT; THENCE S00°00'00"W, 500.69 FEET TO A POINT ON THE SOUTH LINE OF SAID PLAT; THENCE N89°49'42"W, 543.52 FEET ALONG SAID SOUTH LINE TO A POINT OF CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 50.00 FEET, AN ARC LENGTH OF 78.71 FEET, A CHORD BEARING N44°43'56"W TO A POINT OF TANGENCY ON THE WEST LINE OF SAID PLAT; THENCE N00°21'51"E, 442.40 FEET ALONG SAID WEST LINE TO THE POINT OF BEGINNING CONTAINING 6.700 ACRES MORE OR LESS.

HOMEOWNERS ASSOCIATION #3 - TOWNHOMES AT SILVER OAK II

A PART OF LOT 1, MAPLE GROVE PLAT 2, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHEAST CORNER OF SAID PLAT; THENCE S26°56'05"W, 87.59 FEET ALONG THE SOUTH LINE OF SAID PLAT TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 512.89 FEET, A CHORD BEARING S42°33'56"W ALONG SAID SOUTH LINE TO THE POINT OF BEGINNING; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 524.58 FEET, A CHORD BEARING S74°11'03"W ALONG SAID SOUTH LINE TO A POINT OF TANGENCY; THENCE N89°49'42"W, 155.78 FEET ALONG SAID SOUTH LINE TO A POINT; THENCE N00°00'00"E, 500.69 FEET TO A POINT; THENCE NORTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 1025.00 FEET, AN ARC LENGTH OF 185.99 FEET, A CHORD BEARING N78°25'19"E TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 335.00 FEET, AN ARC LENGTH OF 565.77 FEET, A CHORD BEARING S58°23'38"E TO A POINT OF REVERSE CURVATURE; THENCE SOUTHEASTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 475.00 FEET, AN ARC LENGTH OF 142.79 FEET, A CHORD BEARING S18°37'23"E TO THE POINT OF BEGINNING CONTAINING 6.730 ACRES MORE OR LESS.

HOMEOOWNER'S ASSOCIATION #4 (4a and 4b) – CONDOMINIUMS AT SILVER OAK II

A PART OF LOT 1, MAPLE GROVE PLAT 2, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

A PART OF LOT 1, MAPLE GROVE PLAT 2, AN OFFICIAL PLAT, IN THE CITY OF WEST DES MOINES, DALLAS COUNTY, IOWA THAT IS MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AS A POINT OF REFERENCE AT THE NORTHWEST CORNER OF SAID PLAT; THENCE S89°50'01"E, 772.24 FEET ALONG THE NORTH LINE OF SAID PLAT TO THE POINT OF BEGINNING; THENCE S89°50'01"E, 234.62 FEET ALONG SAID NORTH LINE TO A POINT; THENCE S00°00'00"W, 82.90 FEET TO A POINT; THENCE S26°56'05"W, 121.05 FEET TO A POINT; THENCE S00°00'00"E, 88.52 FEET TO A POINT ON A CURVE; THENCE WESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET, AN ARC LENGTH OF 181.48 FEET, A CHORD BEARING S89°10'44"W TO A POINT; THENCE N00°00'00"W, 282.60 FEET TO THE POINT OF BEGINNING CONTAINING 1.302 ACRES MORE OR LESS.

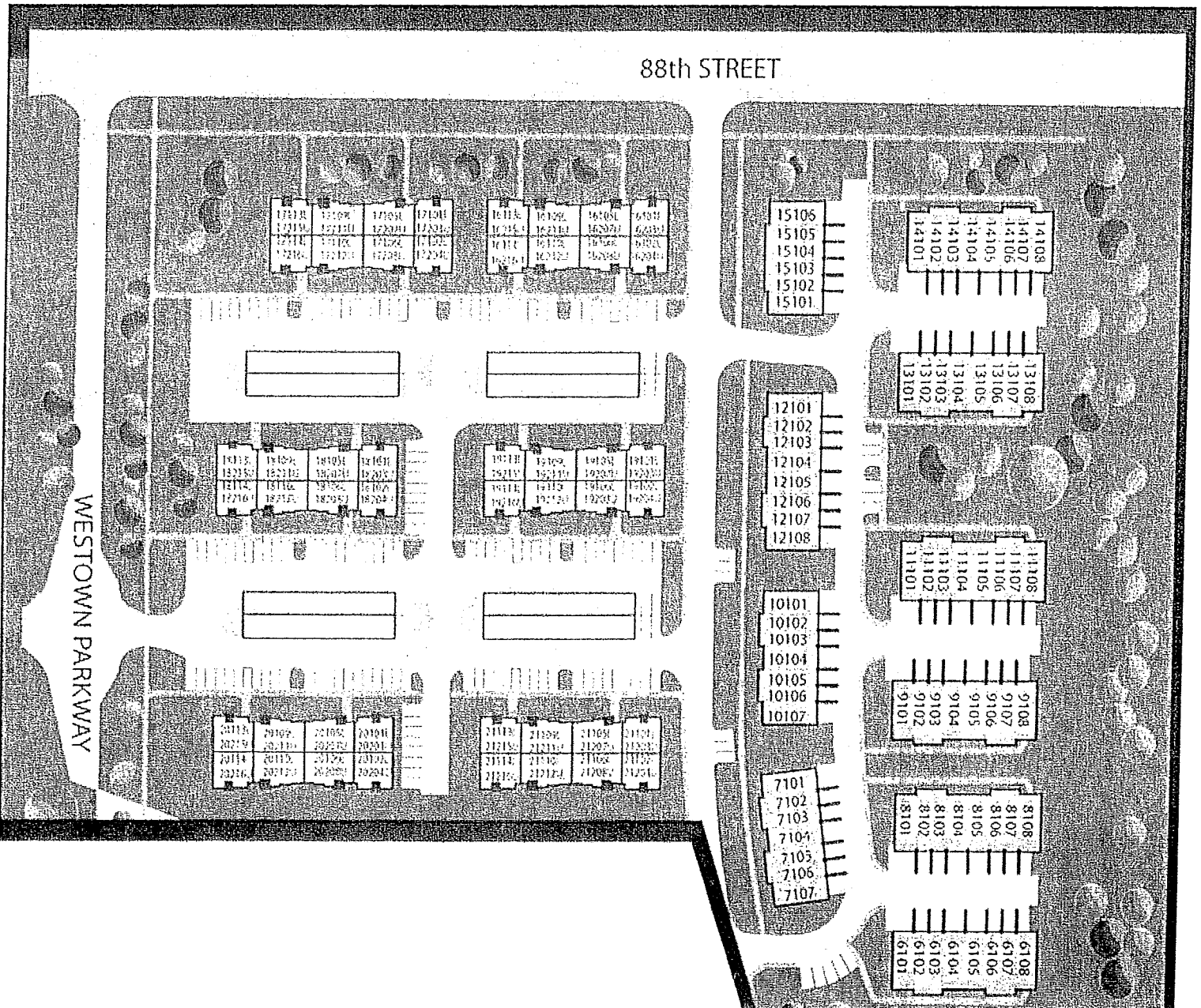
AND,  
BEGINNING AT THE NORTHEAST CORNER OF SAID PLAT; THENCE S26°56'05"W, 87.59 FEET ALONG THE SOUTH LINE OF SAID PLAT TO A POINT OF CURVATURE; THENCE SOUTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 940.00 FEET, AN ARC LENGTH OF 462.56 FEET, A CHORD BEARING S41°01'55"W ALONG SAID SOUTH LINE TO A POINT; THENCE NORTHWESTERLY ALONG A CURVE TO THE RIGHT HAVING A RADIUS OF 425.00 FEET, AN ARC LENGTH OF 122.41 FEET, A CHORD BEARING N18°15'45"W TO A POINT OF REVERSE CURVATURE; THENCE NORTHWESTERLY ALONG A CURVE TO THE LEFT HAVING A RADIUS OF 385.00 FEET, AN ARC LENGTH OF 452.26 FEET, A CHORD BEARING N43°39'51"W TO A POINT; THENCE N00°00'00"W, 88.52 FEET TO A POINT; THENCE N26°56'05"E, 121.05 FEET TO A POINT; THENCE N00°00'00"E, 82.90 FEET TO A POINT ON THE NORTH LINE OF SAID PLAT; THENCE S89°50'01"E, 66.88 FEET ALONG SAID NORTH LINE TO A POINT; THENCE S63°03'55"E, 618.50 FEET ALONG SAID NORTH LINE TO THE POINT OF BEGINNING CONTAINING 5.286 ACRES MORE OR LESS.

THERE ARE 6.588 TOTAL ACRES IN HOMEOOWNER'S ASSOCIATION #4



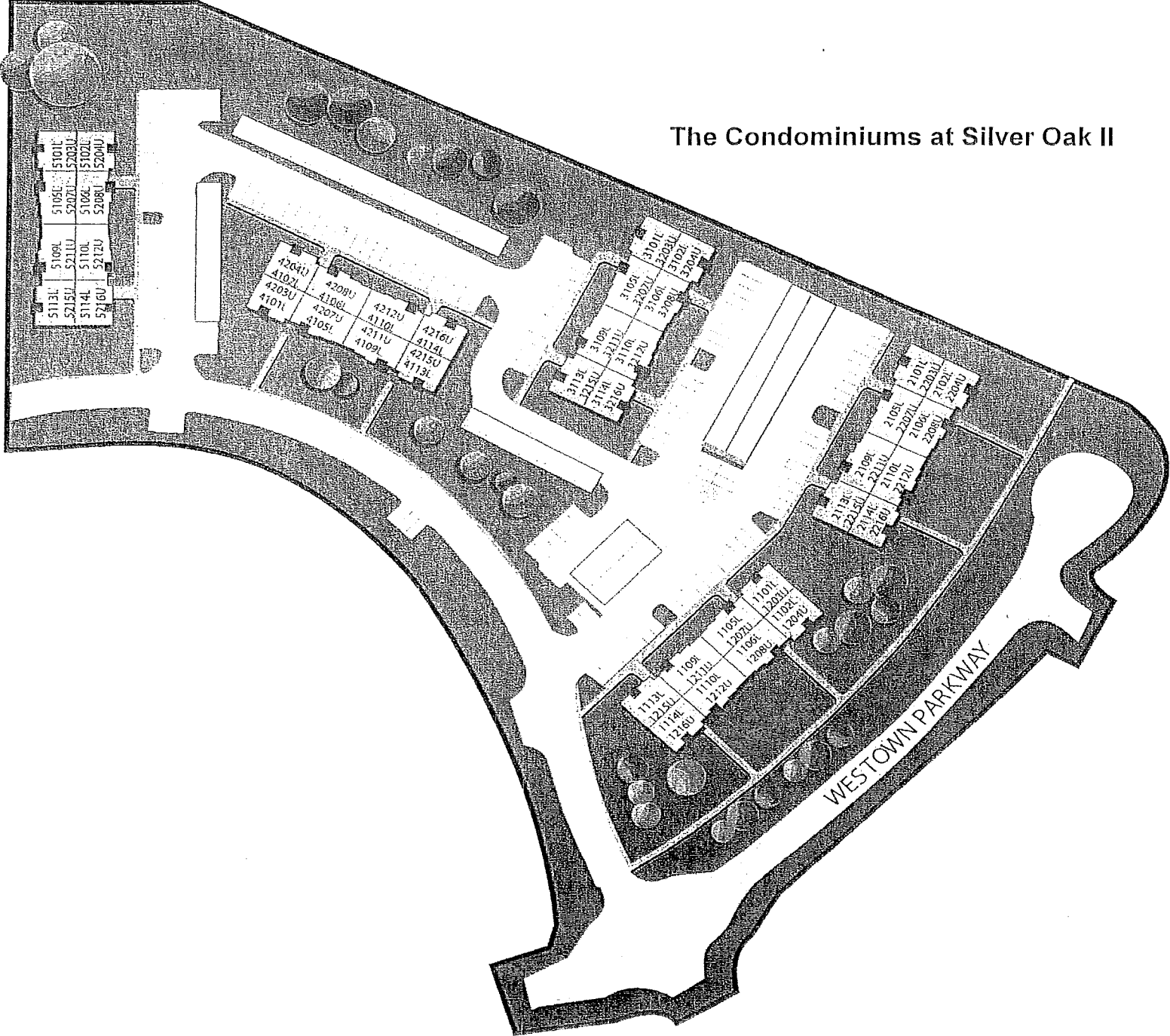


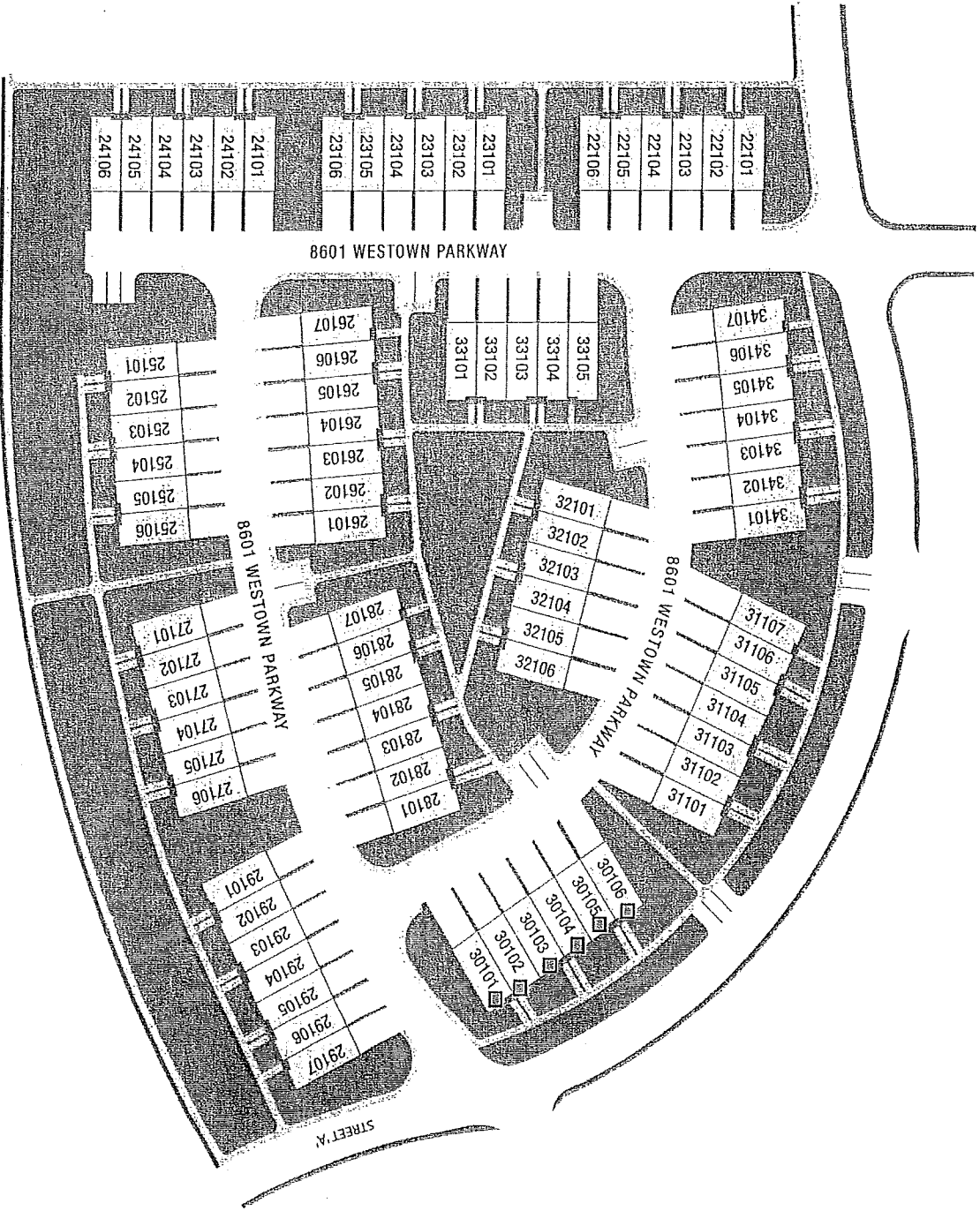




The Condominiums at Silver Oak I (bldgs 16-21)

# The Condominiums at Silver Oak II





The Townhomes at Silver Oak II

**EXHIBIT "A"**

**SITTE PLAN**

See Attached Site Plan and related drawings.



**CIVIL ENGINEERING CONSULTANTS, INC.**  
 14087H STREET, UNIT 12, DENVER, COLORADO 80231  
 PHONE: 303.733.8881 FAX: 303.733.8883  
 CIVIL ENGINEERING CONSULTANTS, INC.  
 DIMENSION PLAN  
 DATE: 2/20/11  
 REVISION: 2/20/11  
 PROJECT: SILVER OAK CONDOMINIUMS AND TOWNHOMES  
 DRAWN BY: [blank]  
 CHECKED BY: [blank]  
 SHEET NO. 6 OF 6

**LEGEND**

**CONCRETE**  
 1'-0" THICK  
 2'-0" THICK  
 3'-0" THICK  
 4'-0" THICK

**ASPHALT**  
 4" COMPACT  
 6" COMPACT  
 8" COMPACT

**GRAVEL**  
 4" COMPACT  
 6" COMPACT  
 8" COMPACT

**FINISH FLOOR**  
 POLISHED CONCRETE  
 GRANITE  
 CERAMIC TILE  
 CARPET

**CEILING**  
 POP  
 GYP  
 PLASTER

**WALL**  
 CMU  
 BRICK  
 CONCRETE  
 GYP  
 FINISH  
 PLASTER

**DOOR**  
 SW  
 HW  
 GLASS  
 WOOD  
 METAL  
 FINISH

**WINDOW**  
 SW  
 HW  
 GLASS  
 WOOD  
 METAL  
 FINISH

**ROOF**  
 ASPH/FLY  
 BUR  
 2" EPS  
 4" GYPSUM  
 CONCRETE

**PLUMBING**  
 SANITARY  
 VENT  
 WATER

**ELECTRICAL**  
 SW  
 RECESSED  
 OUTLET  
 RECESSED  
 SWITCH  
 RECESSED  
 LIGHT  
 RECESSED

**MECHANICAL**  
 AC  
 CONDENSER  
 UNIT  
 FURNACE  
 WATER  
 HEATER

**FINISH**  
 POLISHED CONCRETE  
 GRANITE  
 CERAMIC TILE  
 CARPET

**CERTIFICATION**

I, the undersigned, certify that the drawings herein are true and correct copies of the original drawings, and that I am a duly Licensed Professional Engineer in the State of Colorado. My License No. is [blank].

\_\_\_\_\_  
 [Signature]  
 [Title]

**DATE:** [blank]

**SILVER OAK CONDOMINIUMS AND TOWNHOMES - MINOR MODIFICATION SITE PLAN**

**DEVELOPER:** [blank]  
**DESIGNER:** [blank]

**OWNER:** [blank]  
**REVISION DEVELOPER/DESIGNER:** [blank]

**LAND USE:** [blank]

**ZONING:** [blank]

**AREAS:** [blank]

**PARKING:** [blank]

**DENSITY:** [blank]

**LEGAL DESCRIPTION:** [blank]

**LIGHTING:** [blank]

**SIGNAGE:** [blank]

**BUILDING SETBACKS:** [blank]

**VIEW ESCAPE:** [blank]

**SCALE:** 1" = 40'-0"

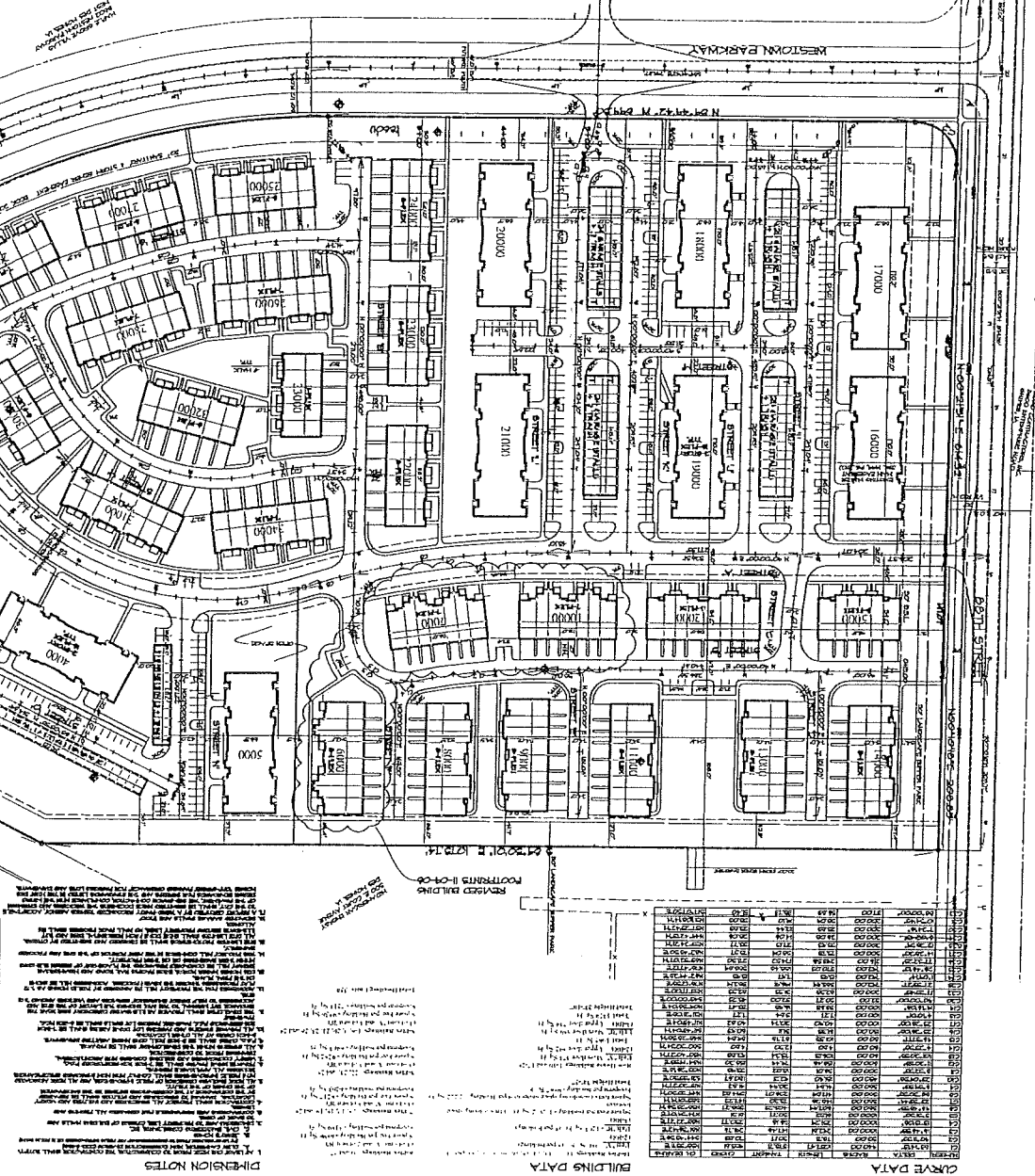
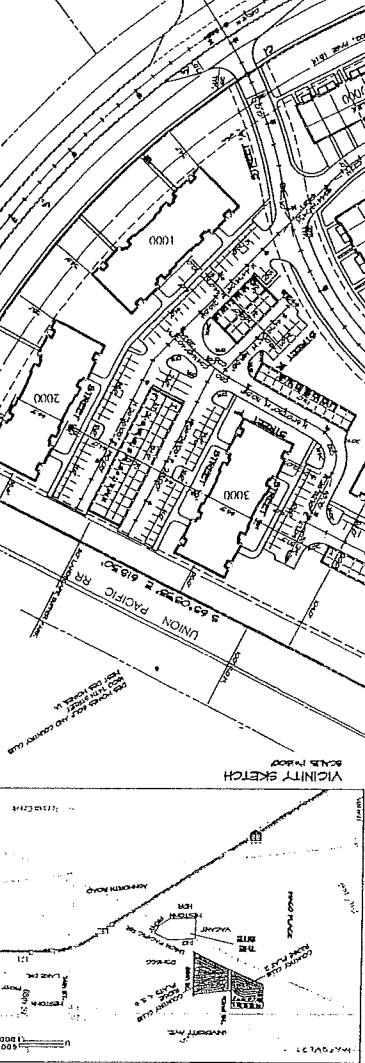
**DATE:** 2/20/11

**PROJECT:** SILVER OAK CONDOMINIUMS AND TOWNHOMES

**DRAWN BY:** [blank]

**CHECKED BY:** [blank]

**APPROVED BY:** [blank]

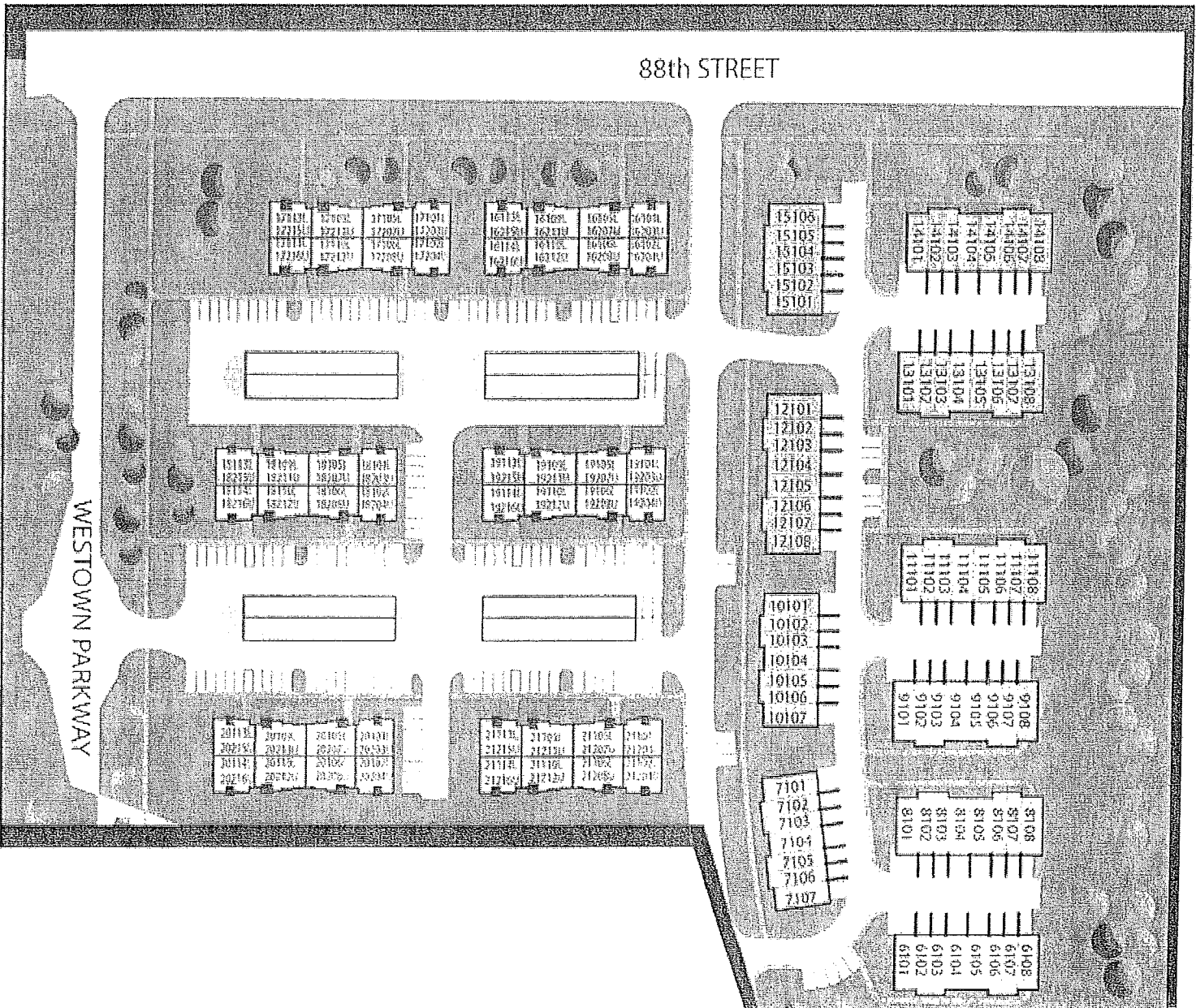


**BUILDING DATA**

UNIT NO.	TOTAL AREA (SQ FT)	GROSS AREA (SQ FT)	NET AREA (SQ FT)	FLOOR AREA (SQ FT)	CEILING AREA (SQ FT)	FOUNDATION AREA (SQ FT)	ROOF AREA (SQ FT)	WALL AREA (SQ FT)	DRIVEWAY AREA (SQ FT)	TOTAL AREA (SQ FT)
1000	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1001	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1002	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1003	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1004	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1005	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1006	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1007	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1008	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1009	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1010	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1011	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1012	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1013	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1014	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1015	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1016	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1017	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1018	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1019	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200
1020	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200	1,200



The Townhomes at Silver Oak I (bldgs 6-15)



The Condominiums at Silver Oak I (bldgs 16-21)



# The Condominiums at Silver Oak II

