



## **Declaration of Submission of Property to Horizontal Property Regime**

- Exhibits:**
- 1) Floor Plans**
  - 2) Schedule of Units and Percentage of Undivided Interest in the Common Elements and of the Common Expenses of the Association**
  - 3) Legal Descriptions of Additional Parcels**



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DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME

INST # \_\_\_\_\_  
RECORDING FEE 261.00  
AUDITOR FEE \_\_\_\_\_

THIS DECLARATION is made this 1st day of February, 1995, by ROTTLUND HOMES OF IOWA, INC., a Minnesota Corporation (hereinafter referred to as the "Declarant"), pursuant to the provisions of the Horizontal Property Act, Chapter 499B, Iowa Code, 1993, as amended (hereinafter referred to as "the Act").

WHEREAS, the Declarant is the owner in fee simple title of the following described real estate situated in West Des Moines, Polk County, Iowa, legally described as:

Lot 8, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa,

(hereinafter referred to as the "real estate");

and

WHEREAS, the real estate has been platted as one of the lots in "Villas of Berkshire Hills", which Plat includes eleven (11) separate lots and which will potentially include eleven (11) separate buildings containing either eight (8) or twelve (12) residential Apartments per building, as well as other amenities with one (1) building being located on each of the eleven (11) platted lots in the Villas of Berkshire Hills, subject to the provisions of Section 7 herein.

NOW, THEREFORE, the Declarant hereby declares that the real estate is submitted to the Horizontal Property Regime on the terms, conditions and restrictions as hereinafter set forth in this Declaration which shall constitute covenants running with the real estate and shall be binding on Declarant, its successors and assigns, and on all subsequent holders of any right, title or interest in or to all or any part of the real estate, their grantees, successors, heirs, personal representatives, devisees and assigns:

1. The land which is the subject of the Horizontal Property Regime described herein is described above.

2. Condominium Apartments. There are eight (8) separate Apartments located in the building located on the property in the Regime, as shown on the Exhibit "A" attached hereto. The boundaries of each Apartment shall be the interior unfinished surface of the walls, floors and ceilings thereof depicted as boundaries in Exhibit "A". Accordingly, all lathe, furring, wallboard, plasterboard and plaster constituting a part of the wall shall be deemed to be outside of the Apartment and any paneling, tile, wallpaper, paints, carpeting, linoleum or other wall or floor

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Des Moines, Iowa 50309

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coverings or finishings shall be deemed to be included within the Apartment. All doors and windows located in the perimetrical walls of an Apartment shall be deemed to be part of that Apartment. Each of the eight (8) Apartments is hereby allocated one (1) vote in the Association. The percentages of the Common Expenses of the Association are hereby equally allocated to the Apartments. The percentages of the undivided interests in the Common Elements and of the Common Expenses of the Association allocated to each Apartment on such basis is the Percentage Interest set forth opposite each such Apartment in Exhibit "A" attached hereto. The description of the buildings to be located within the Horizontal Property Regime ("Regime"), the number of Apartments are shown on Exhibit "A", attached hereto and incorporated herein by this reference, which includes Apartment numbers, location, approximate area, number of rooms and immediate common area to which the apartment is adjacent. Exhibit "A" also contains the percentage interest which each Apartment bears to the entire Regime.

3. Common Elements. All portions of the real estate other than the Apartments are Common Elements. The Common Elements shall include, but shall not be limited to, the fifty (50) foot wide access easement driveways shown on the Site Plan in cross-hatched markings, a copy of which Site Plan is attached hereto, marked as Exhibit "C" and incorporated herein by this reference. Certain portions of the Common Elements designed to serve a single Apartment are, by operation of Chapter 499B.2(6), of the Act, Limited Common Elements allocated for the exclusive use by the respective Apartments served thereby to the exclusion of other Apartments. As shown on Exhibit "A", such garages are Limited Common Elements, allocated for the exclusive use of the respective Apartments indicated on the drawings included within Exhibit "A" to the exclusion of other Apartments. The Apartments have no basement. The Apartments are constructed of concrete footings and slab on grade with wood frame construction. Additionally, the entry area and air conditioning equipment serving each Apartment and the fenced yard and patio area which are accessible from each Apartment are Limited Common Elements allocated for the exclusive use of such Apartment to the exclusion of the other Apartments. The air conditioning equipment which is a Limited Common Element allocated to each Apartment shall be maintained, repaired and replaced by the Owner of each such Apartment at such Owner's sole cost and expense.

Subject to the following provisions of this paragraph, each garage may be used and improved by the Owners of the Apartment to which it is allocated in any manner desired by such Owners. Such use and improvement shall be subject to the provisions of the Act, this Declaration, the Articles and the By-Laws. Additionally, the Board of Directors shall have the power to promulgate rules and regulations relative to the garages and the use or improvement thereof provided that the same shall not prevent any use or improvement of garages unless such use or improvement is reasonably

determined by the Board of Directors to create objectionable noises or odors, to damage or endanger the structure of the garages or the buildings of which they are a part, or to create or constitute a hazardous condition. Any Owner desiring to make an improvement in the garage allocated to such Owner's Apartment shall, prior to commencing construction thereof submit plans for such improvement to the Board of Directors and secure the consent of the Board of Directors to such improvement, which consent shall not be withheld unless the Board of Directors reasonably determines that the proposed improvement will create or constitute a hazardous condition or will damage or endanger the structure of the garage or the building of which it is a part. No Owner shall alter the external appearance of the garages. The Board of Directors shall have the right, in its discretion, to require a bond or other security for the completion of the proposed improvements and the payment of all costs thereof. All damage done to a garage in connection with the Construction of any such improvement shall be repaired at the cost of the Owner constructing such improvement,. All costs of constructing any such improvement shall be paid by the Owner constructing the same. In the event that any mechanic's lien is filed against the Regime or any part thereof in connection with the construction of such improvement, the Owner constructing such improvement shall immediately cause the same to be discharged at such Owner's expense. If such Owner fails to do so, the Association may, but shall not be obligated to, immediately cause the same to be discharged of record and all amounts, costs and expenses paid or incurred by the Association in connection with effecting such discharge shall be immediately due from such Owner to the Association and shall be such Owner's personal liability, a lien on such Owner's Apartment and collectible by the Association, all in the same manner as set forth herein with respect to Common Expense assessments. The Owners of each Apartment shall be responsible for cleaning the garage allocated to the Apartment owned by them and for repairing and maintaining any improvements to the garage constructed by an Owner. The Association shall not be required to maintain any insurance with respect to any improvements to a garage constructed by an Owner. In the event that the Association incurs extraordinary expenses related to any garage on account of any use thereof or improvement thereto made by the Owner of the Apartment to which such garage is allocated, the Association may assess the amount of such extraordinary expense against the Apartment to which such garage is allocated.

4. Use of the Regime. The Regime and each of the Apartments shall be used and occupied in accordance with the following provisions:

- A. Residential Use Only. Subject to the provisions of Subparagraph 4B below, the Regime and each of the Apartments are intended for residential purposes only. No use may be made of any Apartment except that of a residence for the Apartment Owner thereof, their

families, tenants and social guests and no business or commercial use shall be permitted on the Real Estate except as specifically provided in this Declaration and except that the Association may maintain an office on or in any part of the Real Estate for management purposes.

- B. Use for Sales Purposes. So long as Declarant owns any Apartment, Declarant may maintain advertising signs on any part of the Common Elements and sales offices, management offices and model Apartments within any Apartment or Apartments or in or on any part of the Common Elements and such sales offices, management offices and model Apartments may be relocated by Declarant from time to time.
- C. Rental of Apartments. Any lease arrangement of an Apartment shall be required to provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, the By-Laws and Articles of Incorporation of the Association and any rules and regulations established by the Board of Directors; shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure of the lessee to comply with the terms of such documents or rules shall be a default under the Lease or Rental Agreement. All leases shall be required to be in writing and any Apartment Owners leasing or renting an Apartment, shall, prior to the commencement of the Lease or rental term, deliver to the Secretary of the Association a complete copy of the Lease or Rental Agreement. No Lease shall be for a period of less than thirty (30) days. Other than the foregoing, the Apartment Owners of the respective Apartments shall have the absolute right to lease the same.
- D. Easements for Encroachments. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Regime, any portion of the Common Elements encroaches upon an Apartment or Apartments or any portion of an Apartment encroaches upon the Common Elements or upon an adjoining Apartment or Apartments, a valid easement for the encroachment and for the maintenance thereof, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Apartments for the purposes of marketability of title. In the event the Real Estate is partially or totally destroyed, and then rebuilt, the Apartment Owners shall permit minor encroachment of parts of the Common Elements, and of other Apartments, due to reconstruction, and a valid easement for said encroachments and the

maintenance thereof shall exist.

- E. Rules. Each Apartment Owner, occupant, tenant or guest shall use the apartment and the Common Elements only in compliance with the provisions of the Act, this Declaration, the Articles and the By-Laws, all as lawfully amended from time to time, and with all decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act.
- F. Prohibited Activities. No unlawful, noxious or offensive activities shall be carried on in any apartment or elsewhere on the Real Estate, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others.
- G. Apartment Exterior. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the apartments (except within the garages which are allocated to the Apartments), or which may be visible from the outside of the Apartments (other than draperies, curtains, or shades of a customary nature and appearance in any event subject to the rules and regulations of the Board of Directors).

No Owner shall paint or decorate or adorn the outside of his Apartment, or install outside his Apartment any canopy or awning, or outside radio or television antenna, or other equipment, fixtures or items of any kind, without the prior written permission of the Board of Directors, in its discretion. No Owner of an Apartment shall display, hang, store (except within the garage which is allocated to his Apartment) or use any sign outside his Apartment, or which may be visible from the outside of his Apartment without the prior written permission of the Board of Directors. The foregoing notwithstanding, an Owner shall be permitted to display a sign of not more than three (3) square feet in an area advertising such Owner's Apartment for sale or lease. Such sign shall be located in the yard area between such Owner's Apartment and the road in front of such Apartment.

- H. Pets. No animal of any type shall be kept in any Apartment or in the Common Elements, unless and until the

Board of Directors has enacted rules and regulations specifically permitting the keeping of such type of animal. The Board of Directors shall have complete discretion as to whether or not it will permit the keeping of animals of any particular type. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal in one or more, but not all, Apartments when special circumstances are present. An example of the special circumstances contemplated hereby is the need for a seeing eye dog. The Board of Directors shall also have complete discretion as to the substance of any administrative rules and regulations enacted by it regarding the manner in which any permitted animal shall be kept, provided that the Board of Directors may not, in any case, permit the keeping of any animal for any commercial purpose. The Board of Directors shall have the right at any time to change its rules and regulations relating to animals. Such right shall include the right to prohibit the keeping of any animal of a type permitted to be kept by previously enacted rules and regulations. Any animal permitted to be kept shall be kept in strict accordance with the administrative rules and regulations relating to such animals from time to time approved by the Board of Directors and in any event shall be kept in a manner so as not to constitute a nuisance to others.

- I. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the rules and regulations promulgated by the Board of Directors.
  
- J. Storage of Personal Property. Except as provided in this Declaration or as permitted by the rules and regulations adopted from time to time by the Board of Directors in its sole discretion, no personal property of any kind whatsoever belonging to any Owner or to any tenant of such Owner or any guest or invitee of any Owner or any tenant shall be stored, placed or kept, temporarily or permanently, in or on the Common Elements. Without limiting the generality of the foregoing, no motorized or non-motorized vehicles, boats, campers, cabs, trailers, snowmobiles, bicycles, tricycles or motorcycles shall be stored on any Common Element except inside a garage. The foregoing notwithstanding an Owner, may (i) keep personal property in the garage allocated to such Owner's Apartment as a Limited Common Element; (ii) park operational automobiles on the driveway allocated to such Owner's Apartment as a Limited Common Element; and (iii) keep normal and customary lawn and patio furniture and



potted plants (but not play equipment) in the lawn and patio allocated to such Owner's Apartment as a Limited Common Element.

- K. Machines. No Owner shall overload the electrical wiring in the Regime or operate any machines, appliances, accessories or equipment in such manner as to cause, in the judgment of the Board of Directors, an unreasonable disturbance to others.
- L. Rules and Regulations. The Board of Directors may, from time to time, promulgate rules and regulations regarding the use of the Apartments and the Common Elements, provided that such rules shall be reasonable in scope and shall tend to promote the use of the Real Estate for the purpose set forth herein.
- M. Gardens and Shrubs. Except as permitted by the Board of Directors, in its sole discretion, and except as provided in Subparagraph 4.J. above, no gardens, shrubs, flowers or other plants shall be planted by any Owner on any Common Element or Limited Common Element.
- N. Visitor Parking. Except for the garage and driveway Limited Elements, all parking areas in the Common Elements are reserved for guests, invitees and visitors to the condominium and shall not be used by Owners.
- O. Blocking of Driveways. Under no circumstances shall any Owner block access to any garage other than the garage allocated to such Owner's Apartment as a Limited Common Element.
- 5. Maintenance and Repair.
- A. Every Apartment Owner shall perform promptly all maintenance and repair work required within his own Apartment and all maintenance and repair work required within the garage space assigned to his Apartment and made the Owner's responsibility under Section 3 of this Declaration which, if not performed, would affect the Common Elements or another Apartment or Apartments. Upon the failure of any Apartment Owner to perform his responsibilities under this paragraph, the Association may, but shall not be obligated to, perform the same and such Apartment Owner shall be liable to the Association for all expenses incurred by the Association in performing the same and the amount thereof shall be a lien on such Owner's Apartment and shall be collectible in the same manner as set forth herein with respect to Common Expense assessments. All incidental damage or liability caused to an Apartment or Apartments or to the

Common Elements by the failure of an Apartment Owner to perform his obligations under this paragraph or caused in the course of performing such obligations shall be the responsibility of the Apartment owner.

- B. If maintenance, repairs or replacements to the Common Elements or to the Apartment of another Apartment Owner are necessitated by the negligence, willful act, misuse or neglect of an Apartment Owner or of anyone for whose negligence, willful act, misuse or neglect such Apartment Owner is responsible, the expense thereof shall be charged to such offending or responsible Apartment Owner, and the amount thereof shall be a lien on such Owner's Apartment and shall be collectible in the same manner as set forth herein with respect to Common Expense Assessments.
- C. The Association is responsible for maintenance, repair, and replacement of the Common Elements, including the Limited Common Elements, but excluding any improvement to a garage space constructed by an Owner and excluding the air conditioning equipment allocated as Limited Common Element. Except as provided in Subparagraph 5B above, any Common Expense associated with the maintenance, repair or replacement of a Common Element or Limited Common Element shall be assessed against all the Apartments in accordance with the Common Expense liability allocated to each Apartment hereunder and shall not be assessed solely against the Apartment or Apartments to which such Limited Common Element is assigned.
- D. All incidental damage caused to any apartment or to any improvements constructed by an Owner in a garage pursuant to Section 3 of this Declaration as a result of any work done by the Association in accordance with its responsibilities as set forth herein or in the Act or as a result of any damage to, failure of or malfunction of anything to be maintained, repaired or replaced by the Association in accordance with the provisions hereof or in the Act, shall be the responsibility of the Association and the cost of repairing such incidental damage shall be a Common Expense.

6. Required Insurance. Commencing not later than the time of the first conveyance of an Apartment to an Apartment Owner other than Declarant, and in addition to the requirements of the Act, the Association shall maintain, to the extent reasonably available, the following insurance: (a) fire insurance with extended coverage endorsement (including vandalism, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects

similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard "all risk" endorsement, if such is available). Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements included in the Real Estate subject to this Declaration (including all building service equipment and all of the Apartments and the fixtures installed therein as of the date hereof, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures installed therein as of the date hereof, but not including carpeting, drapes, wall coverings, furniture, furnishings, or personal property belonging to the Apartment Owners and not including improvements, fixtures and other property supplied or installed by Apartment Owners). Such insurance shall cover the interest of the Association, the Board of Directors and all Apartment Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined annually by the Board of Directors; (b) worker's compensation insurance and insurance coverage legal liability arising out of lawsuits related to employment contracts of the Association; (c) comprehensive public liability insurance in such amounts (but not less than \$1,000,000 for any one occurrence) and with such coverage as the Board of Directors shall from time to time determine, but at least covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements, and insuring each officer and member of the Board of Directors, the managing agent and each Apartment Owner and with cross liability endorsement to cover liabilities of the Apartments Owners as a group to an Apartment Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Apartment Owner for the negligent act of another Owner, occupant or the Association; (d) directors and officers liability insurance in such amounts as the Board of Directors shall, from time to time, reasonably determine; and (3) such other insurance as the board of Directors may determine. If reasonably available, the policy or policies of fire and extended coverage shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specific value in the event of destruction and a decision not to rebuild and an inflation guard endorsement. The Board of Directors may from time to time designate an insurance trustee to receive proceeds.

All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Apartment Owners or of invalidity arising from any acts of the insured or any Apartment Owners. Provisions shall be made for issuance of certificates of physical damage insurance to mortgagees.

Each Apartment Owner may maintain such insurance as he shall desire for his own benefit insuring his personal liability, and his carpeting, drapes, wallcovering, fixtures, furniture, furnishings, personal property, and improvements, fixtures and other property supplied or installed by him or a previous apartment Owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by an Apartment Owner.

In addition to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Apartment Owners to obtain and maintain in force any other coverages or endorsements which are required under the Act or which the Board of Directors deem necessary or desirable.

Insurance premiums for any blanket property insurance coverage and the other insurance coverages purchased by the Association shall be Common Expenses to be paid by assessments levied by the Association, and such assessments shall be held in an account of the association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

In the event that all or a part of the real estate or improvements are damaged or destroyed, the affirmative vote of 51% of the Apartment Owners shall be determinative of whether to rebuild, repair, restore, or sell the real estate and remaining improvements.

The Association is hereby designated as attorney-in-fact for each and all of the Apartment Owners from and after the time the Apartment Owner purchases the Apartment, for the purpose of adjusting all insurance claims.

7. Option to Add to Horizontal Property Regime. Declarant shall have the option without the consent or joinder of the Apartment Owners, the Association, any holder of an interest as security for an obligation or any other person or entity, to add to the Horizontal Property Regime described herein, any one or more of the parcels of land (hereinafter referred to as the "additional real estate parcel"), described in Exhibit "B" attached hereto and located in the City of West Des Moines, County of Polk, State of Iowa. Such Option shall be subject to the terms and conditions hereafter set forth:

- A. Duration of Option. The Option will expire on that date which is seven (7) years after the date upon which this Declaration is recorded. There are no circumstances that will terminate the Option before the expiration of said

seven (7) year period. However, the Declarant or anyone to whom Declarant has assigned said Option as hereinafter set forth, may terminate said Option as to any one or more of the Additional Real Estate Parcels above-described by executing a writing to such effect and recording the same in the same manner as a deed of the Additional Real Estate Parcel or additional Real Estate Parcels so affected.

- B. Timing. Each of the Additional Real Estate Parcels above described may be added at different times. An entire Additional Real Estate Parcel must be added at one time and portions of the Additional Real Estate parcels may not be added. The various Additional Real Estate Parcels may be added in any order.
- C. Maximum Number of Apartments. The maximum number of Apartments that may be created within each of the Additional Real Estate Parcels is as follows:

		<u>Address</u>	
Parcel A	8 Apartments	150 Prairie View Drive	#101-108
Parcel B	12 Apartments	150 Prairie View Drive	#201-212
Parcel C	12 Apartments	150 Prairie View Drive	#301-312
Parcel D	8 Apartments	150 Prairie View Drive	#401-408
Parcel E	8 Apartments	150 Prairie View Drive	#501-508
Parcel F	12 Apartments	150 Prairie View Drive	#601-612
Parcel G	12 Apartments	150 Prairie View Drive	#701-712
Parcel H	8 Apartments	150 Prairie View Drive	#901-908
Parcel I	8 Apartments	150 Prairie View Drive	#1001-1008
Parcel J	12 Apartments	150 Prairie View Drive	#1101-1112

All of such Apartments will be restricted exclusively to residential use.

- D. Buildings. Any buildings and apartments that may be erected upon Additional Real Estate Parcel which is added to Villas of Berkshire Hills will be compatible with the buildings and Apartments originally constituting a part of the Villas of Berkshire Hills in terms of architectural style, quality of construction, principal materials employed in construction, and size.
- E. Applicability of Restrictions. All restrictions in this Declaration affecting the use, occupancy, and alienation of Apartments will apply to Apartments created in any Additional Real Estate Parcel which is added to Villas of Berkshire Hills.
- F. Improvements in Common Elements. It is presently contemplated that the Common Elements in any Additional Real Estate Parcel added to the Regime will be

substantially comparable to those originally constituting a part of Villas of Berkshire Hills. Declarant reserves the right to construct such other additional improvements as a part of the Common Elements of one or more of the Additional Real Estate Parcels as Declarant may hereafter determine, but in no event shall Declarant have any obligation to construct any improvements to the Common Elements of any of the Additional Real Estate Parcels.

- G. No Assurances. Nothing herein contained shall bind the Declarant to add any of the Additional Real Estate Parcels to the Regime or to adhere to any particular plan of development or improvement for any portion of the Additional Real Estate Parcels not added to the Regime. None of the assurances set forth in Subparagraphs 7C, 7D or 7E above will apply to any Additional Real Estate Parcel which is not added to the Regime.
- H. Exercise of Option. Declarant may exercise its option to add one or more of the Additional Real Estate Parcels by executing and recording an amendment to this Declaration in a form for recording, which amendment shall specifically describe the additional real estate parcel or parcels being added to the Horizontal Property Regime pursuant to that amendment. Such amendment shall allocate one (1) vote in the Association to each Apartment to be constructed in the Additional Real Estate Parcel or Parcels being added and shall reallocate undivided interests in the Common Expenses of the Association equally among all Apartments, whether they were originally a part of the Regime or added thereto by Amendment.

The Amendment as to any Additional Real Estate Parcel may not be recorded unless all structural components and mechanical systems serving more than one Apartment of all buildings containing or comprising any Apartments thereby added to the Regime are substantially complete consistent with the floor plans and building materials as are previously described in this Declaration relating to the original real estate submitted to the Regime. All installments of real estate taxes previously coming due and payable as well as accrued/prorated with respect to any Additional Real Estate Parcel added to the Regime, and all special assessments levied against such Additional Real Estate Parcels, shall be paid by Declarant prior to adding such parcel to the Regime.

- I. Assignment of Option. The Option described in this Section 7 may be assigned by Declarant insofar as it affects any Additional Real Estate Parcel herein described to the Owner of any such Parcel, if other than

the Declarant. Any such assignment shall be in writing, shall be recorded among the real estate records in the same manner as a conveyance of the Additional Real Estate Parcel and shall be subject to all of the terms and conditions of this Section 7.

J. Reservations of Easements. Declarant hereby reserves the right, in the event that one (1) or more of the Additional Real Estate Parcels are not added to the Regime (whether due to termination pursuant to Subparagraph A above to create the following perpetual, nonexclusive easements appurtenant to the Additional Real Estate Parcel or Parcels which were not added to the Regime, over, upon and under portions of the Common Elements within the Regime and within such Additional Real Estate Parcel or Parcels as have or may be added to the Regime pursuant to this Section 7:

- (i) Nonexclusive easements for the following purposes:
  - (a) to connect any improvements constructed on the Additional Real Estate Parcel or Parcels which are not added to the Regime (hereinafter referred to as the "Excluded Parcels", whether one (1) or more) to any natural gas, storm sewer, water, sanitary sewer, electrical, telephone or other utility line, pipe, wire or other facilities, including the right to connect any improvements constructed on the Excluded Parcels into, and the right to utilize, such utility lines, pipes, wires or other facilities which are or may be located within and/or which may serve the Regime and/or any such Additional Real Estate Parcel or Parcels as have or may be added to the Horizontal Property Regime; (b) to obtain natural gas, water, electricity, telephone and other utility services from, and to discharge storm and sanitary waste into, all such lines, pipes, wires or other facilities; and (c) to install, repair, maintain, operate and replace all such natural gas, storm, sewer, water, sanitary sewer, electrical, telephone, or other utility lines, pipes, wires, or other facilities; and (d) to do such other acts or things as are necessary in order to connect into and/or to utilize such utility facilities to serve any improvements constructed or to be constructed on the Excluded Parcels; provided, however, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcels benefited by the easements hereby reserved, shall be responsible for the restoration of any damage done or sustained in connection with the use of such easements.

- (ii) Nonexclusive easements for the purpose of: (a) affording the Excluded Parcels and any improvements constructed or to be constructed thereon with access to and from a public road; (b) installing, repairing, maintaining, surfacing, resurfacing, grading, replacing and extending any private drives, lanes, streets, roads, or right-of-way over which the easements hereby reserved are or may be located to do such other acts or things as are necessary in order to afford any improvements constructed, or to be constructed, on the Excluded Parcels with access to a public road; provided, however, that Declarant, its successors or assigns, as the owner or owners of the Excluded Parcels benefited by the easements hereby reserved, shall be responsible for the restoration of any land, drives, streets, roads or rights-of-way which are disturbed in connection with the use of such easements, and, provided further, however, that the location of the easements hereby reserved shall, to the extent practicable, be limited to the location of the private drives, lanes, streets, roads and rights-of-way existing within the Common Elements at the time or times that the easements hereby reserved are created.

The easements herein reserved may be created in the event that, and from time to time, as, one (1) or more Excluded Parcels are created due to termination pursuant to Subparagraph A of this Section 7. As evidence of the creation of one (1) or more of the easements reserved in this Subparagraph J, the then Owner or Owners of the Excluded Parcels for whose benefit the easement is created shall execute and cause to be filed for record a Declaration of Easement setting forth a description of the easements thereby created and a description of the Excluded Parcels so benefited by the easements thereby created. No consent or joinder of the Association or any Apartment Owner or any mortgagee or other holder of an interest in any Apartment or Excluded Parcels so benefited by the easements thereby created. No consent or joinder of the Association or any Apartment Owner or any mortgagee or other holder of an interest in any Apartment or Excluded Parcel as security for the performance of an obligation, nor any release therefrom, shall be required to affect or to evidence the creation of the easements hereby reserved. In addition, the owner of an Excluded Parcel, or of a platted lot within an Excluded Parcel, may at any time waive or terminate an easement hereby reserved or hereafter created for the benefit of such Owner's Excluded Parcel or platted lot within an Excluded Parcel, as the case may be, by the



execution and recording of an instrument specifying such waiver or termination, and without the necessity of any consent or joinder by the Association, any Apartment Owner, or any mortgagee or other holder of an interest in any Apartment or Excluded Parcel or platted lot within an Excluded Parcel as security for the performance of an obligation, or any release therefrom. In the event that easements reserved in this Subparagraph J are created, the Apartment Owners and the owner or owners of the Excluded Parcels benefited by such easements shall, so long as the easements reserved herein are in existence, share all expenses of maintaining, repairing and replacing the private drives, lanes, streets, roads, or rights-of-way, and the utility lines, pipes, wires and other facilities, which may be commonly used pursuant to the easements herein reserved in the following manner. A portion of any such costs and expenses equal to a fraction, the number of Apartments in the Regime and the total number of Apartments, lots or other individual parcels within the Excluded Parcels benefited by such easements, shall be paid by the Apartment Owners of the Regime. The balance of any such costs or expenses shall be paid by the Owner or Owners of the Excluded Parcels benefited by such easements. Any portion of the costs and expenses to be paid by the Apartment Owners or the Regime shall be paid by the Association as a Common Expense. Notwithstanding the foregoing, if one or more Excluded Parcels benefited by such easements are used for other than residential purposes, then such costs and expenses shall be apportioned to, and shared by the Apartment Owners and the Owner or Owners of such Excluded Parcel or Parcels on any fair basis.

8. Rights of First Mortgagees. The following provisions shall take precedence over all other provisions of this Declaration, and in the event of any inconsistency or contradiction, the following provisions shall control:

- A. A first mortgagee of an Apartment or its assigns, upon request, will be entitled to written notification from the Association of: (a) any default in the performance by the Apartment Owner of any obligation under this Declaration or the By-Laws which is not cured within thirty (30) days; (b) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (c) any proposed action which, pursuant to this Declaration or the Act, requires the consent of a specific percentage of the first mortgagees of the Apartments; (d) any proposed amendment of the Regime instruments effecting a change in [i] the boundaries of any Apartment or the exclusive easement rights appertaining thereto, [ii] the interests in the

general or limited Common Elements appertaining to any Apartment or the liability for Common Expenses appertaining thereto; [iii] the number of votes in the Owners Association appertaining to any Apartment; or [iv] the purposes to which any Apartment or the Common Elements are restricted; (e) any proposed termination regime; (f) any condemnation loss or any casualty loss which affects a material portion of the Regime or which affects any Apartment on which there is a first mortgage held, insured or guaranteed by such eligible holder; (g) any delinquency in the payment of assessments or charges owed by an Owner of an Apartment subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; and (h) any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association.

- B. Except as provided hereinafter concerning any vote requiring sixty-seven percent (67%) to allow for amendments of this Declaration and the By-Laws, this Declaration and the By-Laws of the Homeowners Association may be amended by a majority vote of all Apartment Owners in attendance at any meeting properly called for the purpose of voting on any amendments. In addition, unless at least sixty-seven percent (67%) (or such higher percentage as is required by Law or this Declaration) of the first mortgagees of the Apartments or their assigns (based upon one vote for each first mortgage owned), and of the Apartment Owners (other than any sponsor, developer, or builder including the Declarant) of the apartments have given their prior written approval, the Association shall not be entitled to:
- (i) By act or omission, seek to abandon, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer).
  - (ii) Use hazard insurance proceeds for losses to any Regime property (whether to Apartments or to common Elements) for other than the repair, replacement or reconstruction of such Regime property, except as provided by statute in case of substantial loss to the Apartments and/or Common Elements of the Regime.
  - (iii) Effect any decision by the Association to terminate professional management and assume self-management of the Regime.

- (iv) Partition or subdivide any Apartment or the Common Elements.
- (v) Add or amend any material provision of this Declaration or the Articles or By-Laws of the Association which established, provides for, governs or regulates any of the following:
  - a. Voting;
  - b. Assessments for Common Expenses, assessment liens or subordination of such liens;
  - c. Reserves for maintenance, repair and replacement of the Common Elements;
  - d. Insurance or fidelity bonds;
  - e. Rights to use of the Common Elements;
  - f. Responsibility for maintenance and repair of the several portions of the Regime;
  - g. Expansion or contraction of the Regime or the addition, annexation or withdrawal of property to or from the Regime;
  - h. Boundaries of any Apartment;
  - i. The interests in the Common Elements or Limited Common Elements;
  - j. Convertibility of Apartments into Common Elements or of Common Elements into Apartments;
  - k. Leasing of Apartments;
  - l. Imposition of any right of first refusal or similar restriction on the right of an Apartment Owner to sell, transfer, or otherwise convey his or her Apartment;
  - m. Any provisions which are for the express benefit of the holders of first mortgages on the Apartments.

Any such addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only. Similarly, any addition or amendment to the Declaration, Articles or By-Laws which is made for the purpose of adding any one or

more of the Additional Parcels pursuant to Section 7 above, shall not be considered material.

- C. Any holder of a first mortgage on an Apartment in the Regime or such holder's designee, will, upon request, be entitled to: (a) inspect the books, records and financial statements of the Regime and current copies of the Declaration, the By-Laws of the Association and the rules and regulations of the Regime, as the same may, from time to time, be amended or promulgated, during normal business hours; and (b) receive an annual audited financial statement of the Regime within ninety (90) days following the end of any fiscal year of the Regime; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
- D. Regime assessments for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis, and shall, when practicable, be payable in regular installments rather than be special assessments.
- E. No provision of this Declaration or of the By-Laws shall be deemed to give an Apartment Owner, or any other party, priority over any rights of first mortgagees of Apartments, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Apartment Owners of insurance proceeds or condemnation awards or settlements for losses to or a taking of Apartments and/or Common Elements. In the event of substantial damage to or destruction of any Apartment or any part of the Common Elements, the holder of any first mortgage on an Apartment will be entitled to timely written notice of any such damage or destruction. If any Apartment or portion thereof or the Common Elements or any portion thereof, is made the subject matter of a condemnation or Eminent Domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on an Apartment will be entitled to timely written notice of any such proceeding or proposed acquisition. Upon the request of the holder of a first mortgage on any Apartment, the Association shall agree, in writing, to notify such holder, any entity servicing such mortgage, and/or any other entity having an interest in such mortgage whenever damage to the Apartment covered by such mortgage exceeds \$1,000.00 and whenever damage to the Common Elements exceeds

\$10,000.00

- F. The right of an Apartment Owner to sell, transfer, or otherwise convey the Owner's Apartment will not be subject to any right of first refusal or any similar restriction in favor of the Association.
- G. If the Owner of a first mortgage of record on an Apartment or a purchase at a mortgage foreclosure obtains title to, or comes into possession of, an Apartment pursuant to the remedies provided in the mortgage or by foreclosure of the first mortgage or by deed or assignment in lieu thereof, such acquirer of title or possession, his successors and assigns, shall acquire such title or possession free of any claims, and shall not be liable, for the share of the unpaid Common Expenses or assessments chargeable to such Apartment which accrued prior to the acquisition of title or possession to such Apartment by such acquirer. The assessments described herein shall be subordinate to the lien of all mortgages filed prior to the accrual of such assessments. Such unpaid share of the Common Expenses or assessments shall be deemed to be Common Expenses collectible from all of the Apartment Owners, including such acquirer, his successors and assigns.

9. Grant of Easement of Ingress and Egress. The Declarant hereby grants a perpetual nonexclusive easement for ingress and egress over, across and through the 50 foot ingress/egress easement areas shown in the cross-hatching on Exhibit "C", attached hereto and incorporated herein by this reference, to all of the Owners of Regime Apartments in the Regime, the Homeowners Association, as well as their invitees and guests, for the purpose of obtaining access to the individual Regime Apartments, as well as for parking purposes, all of which easement rights, however, are subject to and conditioned upon the remaining terms, conditions and restrictions of this Declaration. Maintenance of the easement areas granted hereby shall be performed by the Association as a portion of the Common Area maintenance.

10. Miscellaneous.

- A. Termination. Except in the case of a taking of all of the Apartments by Eminent Domain, this Regime may be terminated only by the written agreement of all Apartment Owners and of all first mortgagees of Apartments, and may not be abandoned, nor may such termination or abandonment be sought by act or omission, without such unanimous consent.
- B. Right of Association to Hold Apartment. Subject to the provisions of the By-Laws, the Board of Directors, acting

on behalf of the Association, shall have the power to acquire, hold, lease, mortgage and convey an Apartment, including the power to purchase an Apartment at the foreclosure sale for unpaid assessments.

- C. Remedies of the Association. In the event of the failure of any Apartment Owner to comply with the provisions of this Declaration, the Articles or By-Laws of the Association, or the decisions, regulations or rules of the Association, the Association or any aggrieved Apartment Owner may, in addition to any other right or remedy available to the Association or such aggrieved Apartment Owner, bring an action for the recovery of damages, injunctive relief or both. Suit to recover a money judgment for unpaid Common Expenses or for other amounts owing the Association may be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any such suit or action, the prevailing party shall be entitled to recover from the losing party, an amount equal to all costs, including attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or action.
- D. Condemnation of Common Elements. Subject to the provisions of the Act, the Association shall have control over any condemnation proceedings, negotiations, settlements and agreements with the condemning authority relating to the acquisition by the condemning authority of the Common Elements or any part thereof. The Association is hereby appointed attorney in fact for each and all of the Apartment Owners from and after the time the Apartment Owner purchases the Apartment for the purpose of handling all condemnation matters.
- E. Supplemental to Law. The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law.
- F. Definition of Terms. As used in this Declaration or in the By-Laws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several. The "Association" shall mean Villas of Berkshire Hills Homeowners Association, an Iowa non-profit corporation.
- G. Administration. The Owners of Apartments in the Regime covenant and agree that the administration of the Regime shall be in accordance with the provisions of the Act,

this Declaration, and the By-Laws of the Association, a copy of which is attached hereto as Exhibit "D".

H. Joinder of Declarant. Until the earlier of (i) that date which is five (5) years after the conveyance of an Apartment to an Apartment Owner other than Declarant; (ii) that date which is sixty (60) days after the conveyance of seventy-five percent (75%) of the Apartments (including any Apartments which have then or may thereafter be added to the Regime pursuant to Section 9 of this Declaration) to Apartment Owners other than Declarant; or (iii) a recording of a written surrender of control of the Association by Declarant; in addition to the statutory requirements for the amendment of this Declaration and the By-Laws of the Association, and the requirements for such amendment as set forth herein, the written joinder and consent of the Declarant and the Federal Housing Administration shall be required for any amendment of either the Declaration or By-Laws of the Association.

IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

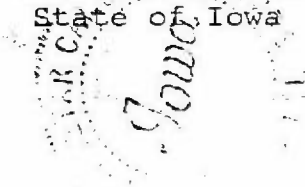
ROTTLUND HOMES OF IOWA, Inc.

By *Patrick J. Ruelle*  
Patrick J. Ruelle  
Its Vice President

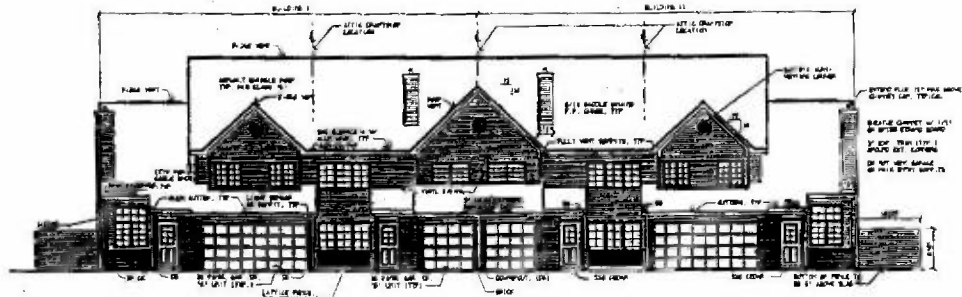
STATE OF IOWA )  
                  ) ss  
COUNTY OF POLK )

On this 18<sup>th</sup> day of February, 1995, ~~1994~~, before me, the undersigned, a Notary Public in and for the above County and State, personally appeared PATRICK J. RUELLE, to me personally known, who being by me duly sworn did say that he is the Vice President of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors and that the said PATRICK J. RUELLE, as such officer acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

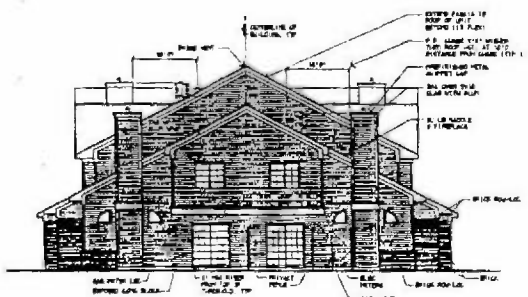
*Stuart Cameron*  
Notary Public in and for the  
State of Iowa



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 TIME OF RECORDING



1 FRONT AND REAR ELEVATIONS  
 1/4" SCALE - 1/8" = 1'-0"



2 SIDE ELEVATIONS  
 1/4" SCALE - 1/8" = 1'-0"

CODE REVIEW

OCCUPANT CLASSIFICATION	R-1	
TYPE OF CONSTRUCTION	VI-VIION RATED	
BASIC ALLOWABLE FLOOR AREA (THREE FLOORS)	4,000 SQ FT	
FULLY STORY AREA (AREA BETWEEN FINISH FLOORS)	4,000 SQ FT	
ALLOWABLE AREA	12,000 SQ FT	
ACTUAL BUILDING AREA	BUILDING 1	BUILDING 2
TOTAL	3,444 SQ FT	1,646 SQ FT
SECOND FLOOR	2,308 SQ FT	
ROOFING CLASSIFICATION (ON WIND SIDE)	CLASS 'B'	
REQUIRED SOUND TRANSMISSION COEFFICIENT (STC)	50 STC (MIN) AS IF TESTED	
REQUIRED IMPACT INSULATION CLASS (IIC)	50 IIC (MIN) AS IF TESTED	
EXTERIOR WALL FIRE RATING	ONE HOUR	
EXTERIOR WALL FLOOR FINISH RATING	ONE HOUR	
AREA SEPARATION WALL FIRE RATING	TWO HOUR	

**ROTHLUND  
 HOMES**



THE  
 VILLAS  
 18 UNITS  
 (OMA)

I HEREBY CERTIFY THAT THIS PLAN  
 SPECIFIC OR SPECIFICATION WAS  
 PREPARED BY ME OR UNDER MY  
 DIRECT SUPERVISION AND THAT I AM  
 A FULLY REGISTERED ARCHITECT  
 UNDER THE LAWS OF THE STATE OF  
 IOWA

JAMES P. [Signature]  
 64110 4244 REG. NO. 21627

SHEET TITLE  
 DRAW BY  
 CHECK BY

PROJECT SITE  
 TYPED FOR  
 DATE

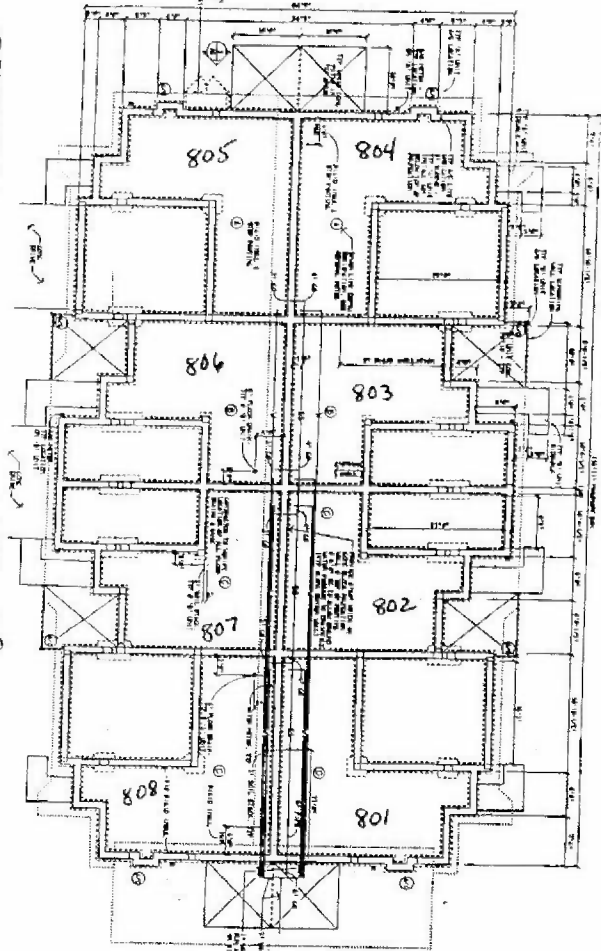
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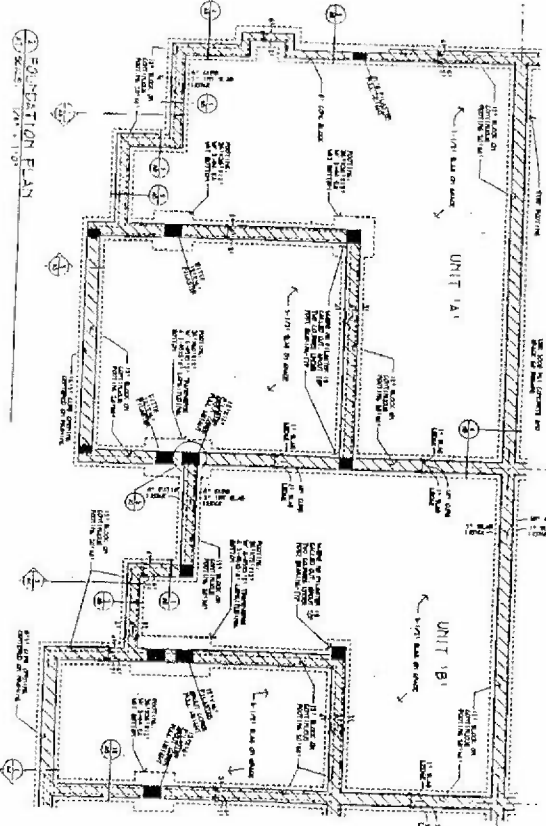


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Building #8

North ↑



NOTES:

1. ALL DIMENSIONS ARE TO FACE UNLESS OTHERWISE NOTED.
2. FOUNDATION WALLS ARE TO BE CONCRETE ON GRADE.
3. FOUNDATION WALLS ARE TO BE 12" THICK.
4. FOUNDATION WALLS ARE TO BE FINISHED WITH 1/2" GYP.
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ROTTLEND  
HOMES



THE  
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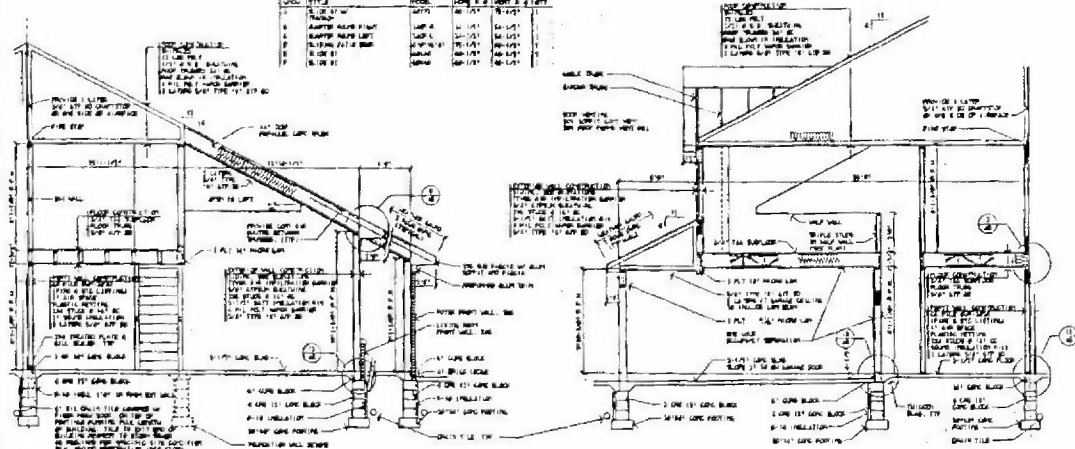
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WINDOW SCHEDULE UNIT 'A'

NO.	TITLE	NO.	NO.	NO.	NO.
1	6" x 12" CASE	1	1	1	1
2	6" x 12" CASE	1	1	1	1
3	6" x 12" CASE	1	1	1	1
4	6" x 12" CASE	1	1	1	1
5	6" x 12" CASE	1	1	1	1
6	6" x 12" CASE	1	1	1	1
7	6" x 12" CASE	1	1	1	1
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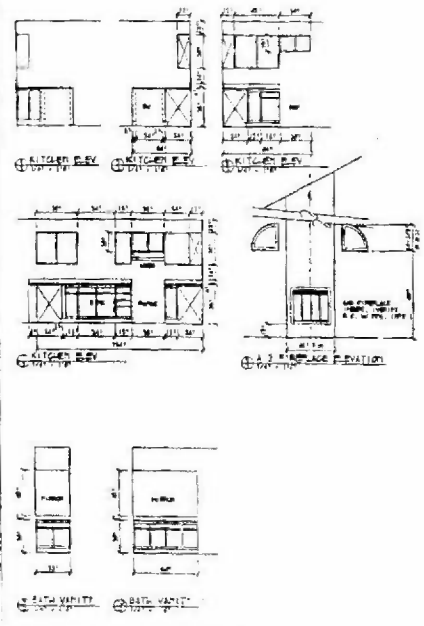


NOTES:  
 1. CONSTRUCTION OF THIS UNIT SHALL BE IN ACCORDANCE WITH THE SPECIFICATIONS FOR THE CONSTRUCTION OF THE VILLAS UNIT 'A' AS SHOWN ON THE DRAWINGS.  
 2. THE FINISHES TO BE USED SHALL BE AS SHOWN ON THE DRAWINGS.  
 3. THE MATERIALS TO BE USED SHALL BE AS SHOWN ON THE DRAWINGS.  
 4. THE WORKMANSHIP SHALL BE AS SHOWN ON THE DRAWINGS.  
 5. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.  
 6. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
 7. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTING AND LANDSCAPING.  
 8. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING ROADS AND DRIVEWAYS.  
 9. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING UTILITIES AND STRUCTURES.  
 10. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE PROTECTION OF ALL EXISTING PLANTING AND LANDSCAPING.

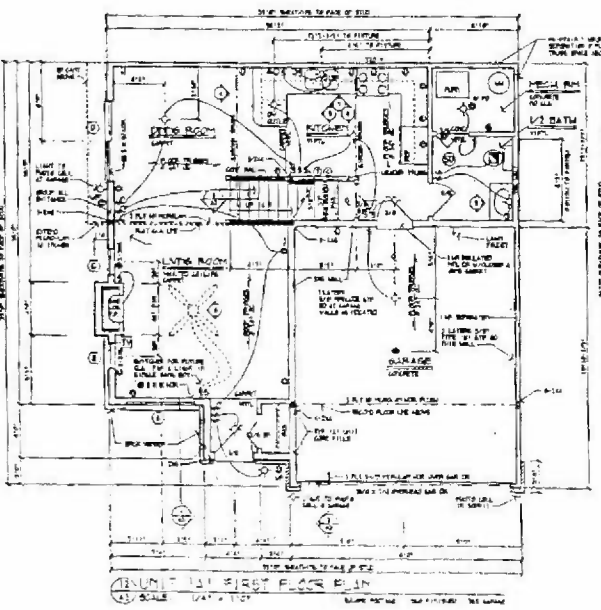
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2. BUILDING SECTION  
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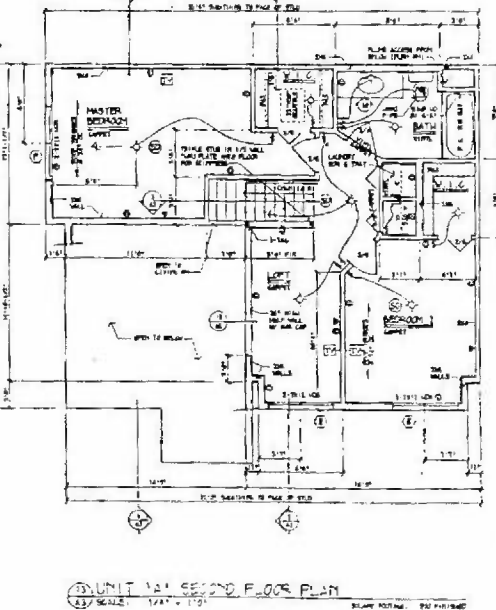
3. STAIR SECTION  
SCALE: 1/4" = 1'-0"



4. BATH VANITY  
5. BATH VANITY



6. UNIT 'A' FIRST FLOOR PLAN  
SCALE: 1/4" = 1'-0"



7. UNIT 'A' SECOND FLOOR PLAN  
SCALE: 1/4" = 1'-0"

ROTTLUND  
HOMES



THE VILLAS  
UNIT 'A'  
TOWNA

PROPERTY DESIGNED AND DRAWN BY AN ARCHITECT REGISTERED IN THE STATE OF IOWA. THE CONTRACTOR SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE LOCAL AUTHORITIES.

DATE: 10/10/10  
SHEET TITLE:

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DRAWN BY: [ ]

CHECKED BY: [ ]  
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REVISIONS: [ ]

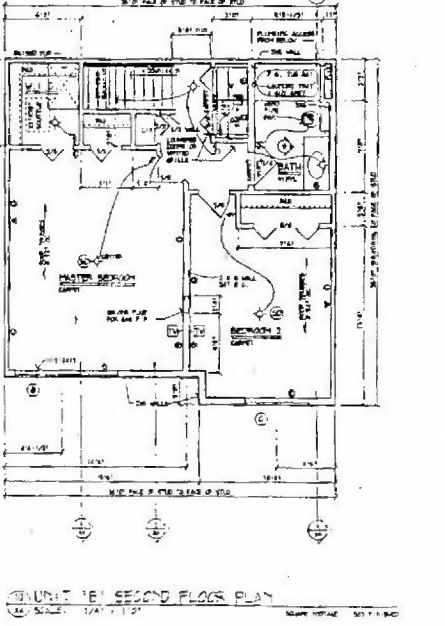
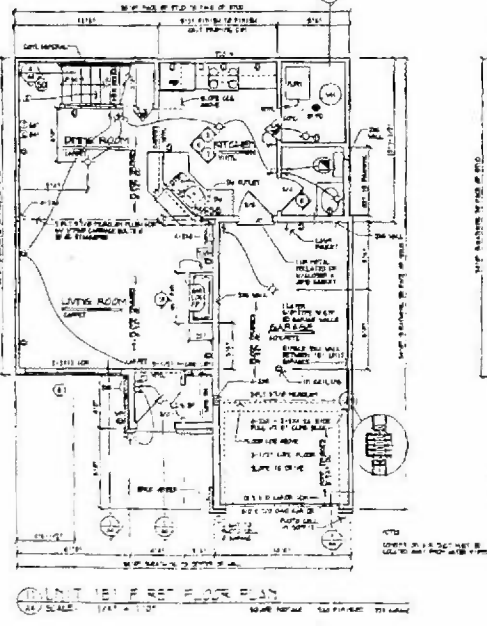
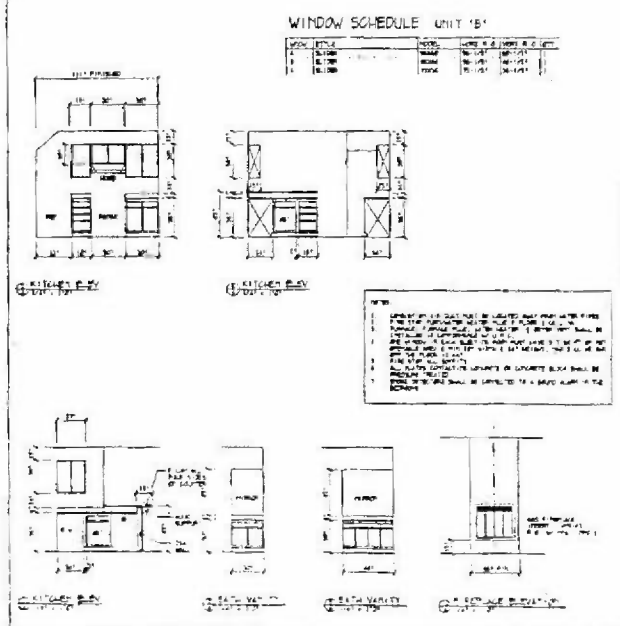
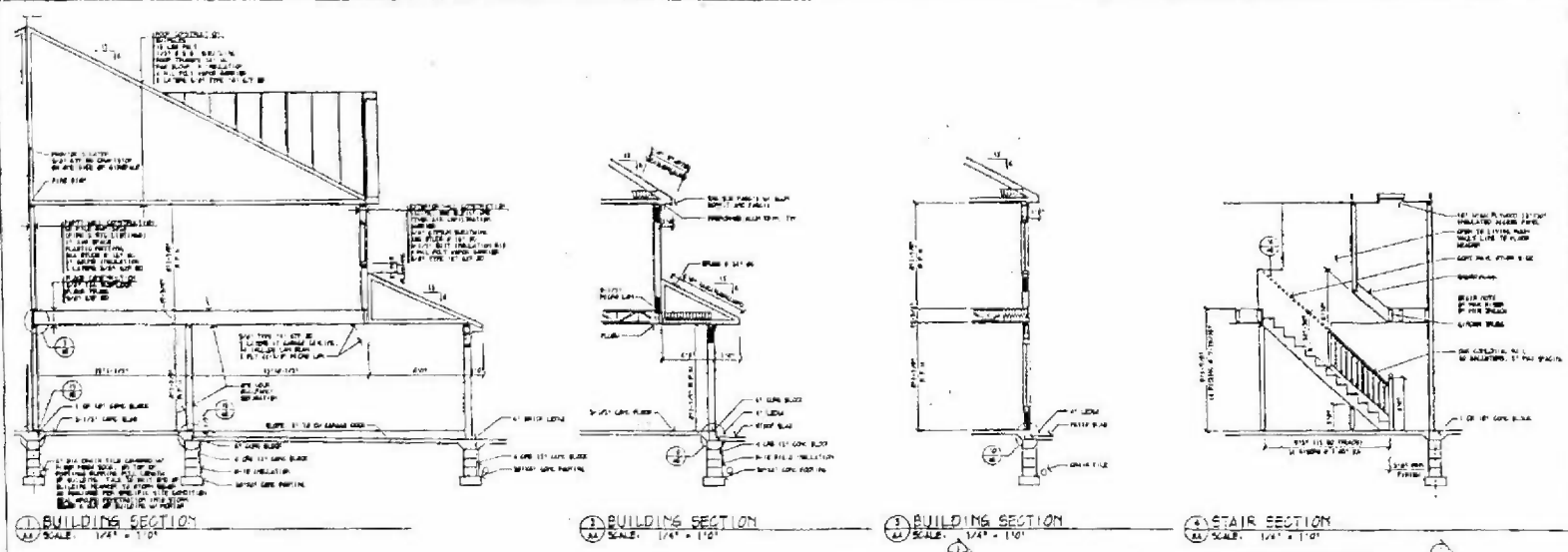
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ROTHLUND  
HOMES

1001 North 1st Street, Chicago, Ill.  
Telephone BR 1-1111



THE VILLAS  
UNIT 'B'  
IOWA

1001 North 1st Street, Chicago, Ill.  
Telephone BR 1-1111

DATE: 1/22/35  
DRAWN BY: [Signature]  
CHECKED BY: [Signature]

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"D" 1/2" 1/2" 1/2"

POOR COPY AT TIME OF RECORDING

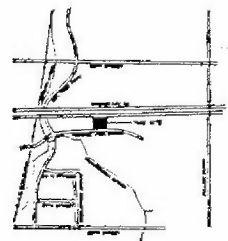
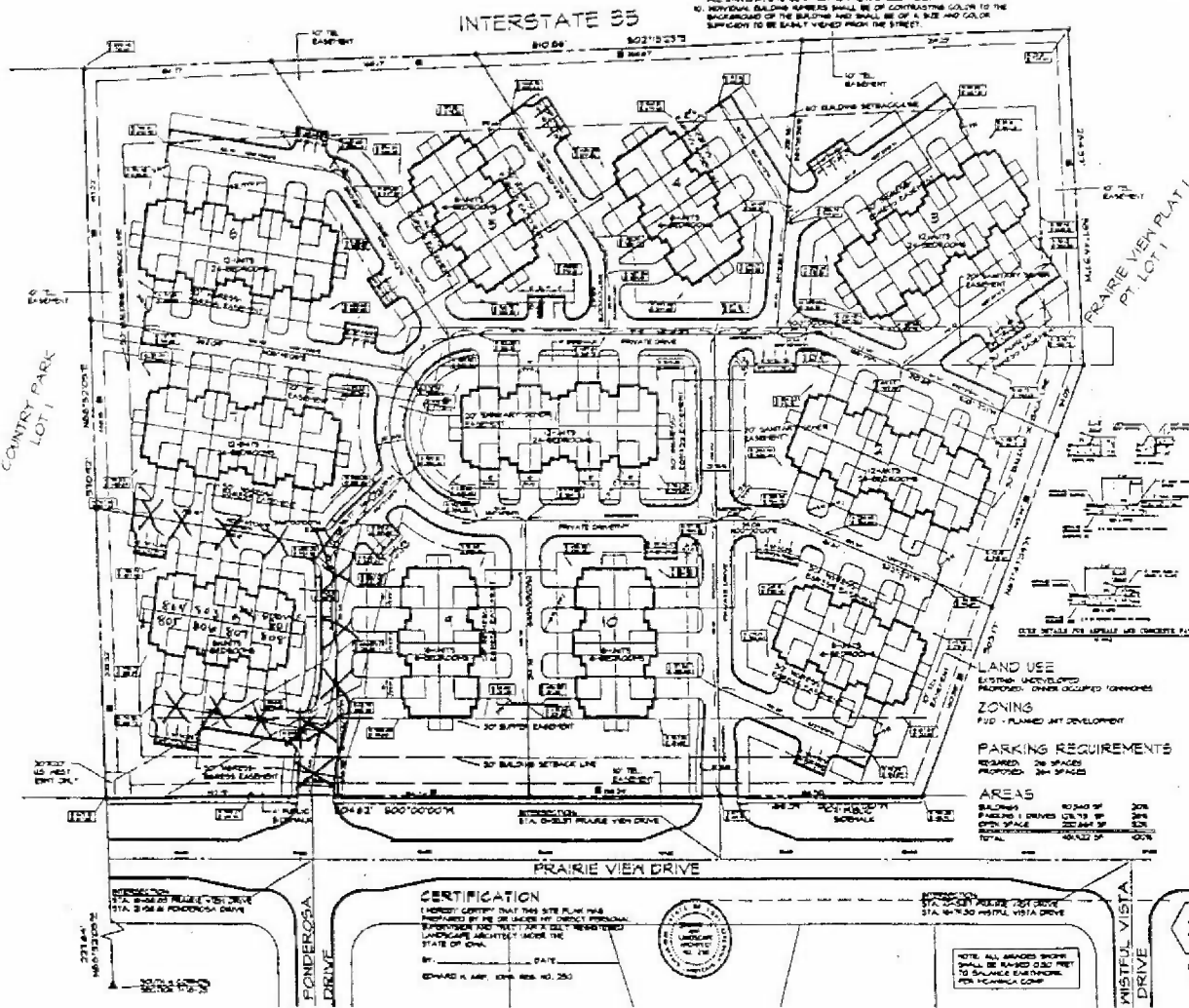
**CURVE TABLE**

STATION	PC	PVI	PT	CHORD BEARING	CHORD LENGTH	CHORD CURVE
100+00	100+00	100+00	100+00	180°00'00"	0.00	0.00
100+10	100+10	100+10	100+10	180°00'00"	0.00	0.00
100+20	100+20	100+20	100+20	180°00'00"	0.00	0.00
100+30	100+30	100+30	100+30	180°00'00"	0.00	0.00
100+40	100+40	100+40	100+40	180°00'00"	0.00	0.00
100+50	100+50	100+50	100+50	180°00'00"	0.00	0.00
100+60	100+60	100+60	100+60	180°00'00"	0.00	0.00
100+70	100+70	100+70	100+70	180°00'00"	0.00	0.00
100+80	100+80	100+80	100+80	180°00'00"	0.00	0.00
100+90	100+90	100+90	100+90	180°00'00"	0.00	0.00
101+00	101+00	101+00	101+00	180°00'00"	0.00	0.00

**NOTES**

1. OWNER'S PRICE TO CONTRACTOR FOR THIS PROJECT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO REPORT THE OWNER OF ANY OF THE STRUCTURES CONCERNED BEFORE STARTING WORK. THE CONTRACTOR SHALL NOTIFY THE MUNICIPALITY IMMEDIATELY UPON BEARING OR CHANGE TO ANY UTILITY LINE OR APPURTENANCE OF THE SUPERVISION OF THE SERVICE. REPAIRS TO THE PROPERTY SHALL BE MADE BY THE UTILITY COMPANY. LINES ARE ENCUMBERED THAT COULD BE IN CONFLICT WITH THE HIGH CONSTRUCTION. THE CONTRACTOR SHALL NOTIFY THE ENGINEER IF THAT THE CONFLICT MAY BE NECESSARY.
2. ALL CONSTRUCTION SHALL BE IN ACCORDANCE WITH CITY OF WEST DES MOINES BY-ANNO UNLESS OTHERWISE SPECIFIED.
3. SIGNATURE & DRIVE APPROVAL IS A NECESSARY PART OF THE CITY OF WEST DES MOINES ENGINEERING DEPARTMENT. APPROVE IN YOUR NOTICE.
4. PROVIDE 3" CONCRETE SLOTTED REINFORCING ALL WALKS AND WALKWAYS WITHIN PAVED AREAS.
5. ALL DRIVEWAYS SPILLED ON CITY ROAD AND ADJACENT PROPERTY SHALL BE REPAIRED BY CONTRACTOR AT OWNERS RISK.
6. CURB & GUTTER TO BE SLOTTED DRAIN CURB ON DRIVEWAYS EXCEPT AS SHOWN.
7. ALL DRIVEWAYS TO BE FINISH WITH CONCRETE.
8. INDIVIDUAL BALDING NUMBERS SHALL BE OF CONTRASTING COLOR TO THE BACKGROUND OF THE BALDING AND SHALL BE OF A SIZE AND COLOR SUFFICIENT TO BE EASILY VIEWED FROM THE STREET.

**SITE PLAN  
VILLAS OF  
BERKSHIRE HILLS  
WEST DES MOINES, IOWA**



**OWNER/DEVELOPER**  
BARTLAND HOMES  
2100 OAK STREET  
DES MOINES, IOWA 50322  
319.253.1212  
PAT RALLS

**LEGAL DESCRIPTION**  
A PARCEL OF LAND IN THE WESTERLY QUARTER OF SECTION 8 T14N R10W E1/4 OF THE 35TH P.M. IN THE CITY OF WEST DES MOINES, IOWA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:  
COMMENCE AT THE NORTH QUARTER CORNER OF SAID SECTION 8; THENCE N60°00'00" E 150.00 FEET ALONG THE NORTH LINE OF SAID SECTION 8 TO THE POINT OF BEGINNING; THENCE S70°00'00" E 150.00 FEET ALONG THE NORTH LINE OF SAID SECTION 8 TO A POINT IN THE WEST RIGHT-OF-WAY LINE OF INTERSTATE 35; THENCE S02°00'00" E 150.00 FEET ALONG SAID RIGHT-OF-WAY LINE TO THE POINT OF BEGINNING; SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS SHOWN ON A MAP OF SAID SECTION 8 AND SAID PARCEL IS SUBJECT TO EASEMENTS OF RECORD.

**BENCH MARK**  
BY CORNER OF BALDING AT CORNER POST 15A CORNER LOT 1 COUNTRY PARK.  
ELEVATION 1204.12

- LEGEND**
- EXISTING UNDEVELOPED
  - PLAT BOUNDARY
  - WATER MAIN 12" SIZE
  - STORM SEWER 12" SIZE
  - UNDERGROUND ELECTRICAL CABLE
  - UNDERGROUND TELEPHONE CABLE
  - UNDERGROUND FIBER OPTIC CABLE
  - UNDERGROUND GAS MAIN 12" SIZE
  - UNDERGROUND GAS MAIN 8" SIZE
  - UNDERGROUND WATER MAIN 12" SIZE
  - UNDERGROUND WATER MAIN 8" SIZE
  - UNDERGROUND POWER POLE 40 FT TALL
  - UTILITY SCALE TELEPHONE MARK
  - TELEPHONE POLE #1



**VILLAS OF BERKSHIRE HILLS**

**DIMENSION PLAN**

DATE: 10-15-44  
REVISIONS: 10-20-44  
10-28-44

1 OF 4 SHEETS

**CIVIL ENGINEERING CONSULTANTS, INC.**  
2400 64TH STREET, #2, WEST DES MOINES, IOWA 50322 319.278.4000

BK7164PG650

EXHIBIT "A"

<u>Apartment Number</u>			<u>Percentage Interest</u>
150	Prairie View Drive	#801	12.5%
150	Prairie View Drive	#802	12.5%
150	Prairie View Drive	#803	12.5%
150	Prairie View Drive	#804	12.5%
150	Prairie View Drive	#805	12.5%
150	Prairie View Drive	#806	12.5%
150	Prairie View Drive	#807	12.5%
150	Prairie View Drive	#808	12.5%

**EXHIBIT "B"**

**Additional Parcels**

Parcel A, Lot 1, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Parcel B, Lot 2, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Polk County, Iowa.

Parcel C, Lot 3, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

Parcel D, Lot 4, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

Parcel E, Lot 5, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

Parcel F, Lot 6, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

Parcel G, Lot 7, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

Parcel H, Lot 9, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

Parcel I, Lot 10, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.

Parcel J, Lot 11, Villas of Berkshire Hills, an Official Plat, now included in and forming a part of the City of West Des Moines, Iowa.