

BYLAWS OF  
WESTWOOD-ANKENY CONDOMINIUM #I, INC.  
AN IOWA NONPROFIT CORPORATION

I.

ASSOCIATION OF UNIT OWNERS

The Westwood-Ankeny Condominium Association is a nonprofit corporation organized under the provisions of Chapter 504A of the Code of Iowa (1983). The name in which contracts shall be entered into, title to property shall be acquired, held, dealt in, and disposed of, bank accounts shall be opened, and suits shall be brought and defended by the Board of Directors or officers thereof on behalf of and as agents for the Unit Owners in the manner specified by the Act, the Amended and Substituted Declaration, or these Bylaws, is: "WESTWOOD-ANKENY CONDOMINIUM #I, Inc., an Iowa nonprofit corporation."

II.

MEMBERSHIP AND VOTING RIGHTS

Section 1. Eligibility. The members of Westwood-Ankeny Condominium #I, Inc. shall consist of the Unit Owners of the Property known as Westwood-Ankeny Condominium, located in Ankeny, Iowa (these and other terms are used in these Bylaws as they are defined in the Amended and Substituted Declaration of Submission of Property to Horizontal Property Regime For Westwood-Ankeny Condominium #I, which is recorded in the Office of the Recorder of Polk County, Iowa). If a Unit Owner is a corporation or partnership, the member may be an officer, partner or employee of such Unit Owner in accordance with a designation adopted by appropriate resolution of such Unit Owner and filed with the Association.

Section 2. Succession. The membership of each Unit Owner shall terminate when he ceases to be a Unit Owner, and, upon the sale, transfer or other disposition of his ownership interest in the Property, his membership in the Association shall automatically be transferred to the new Unit Owner succeeding to such ownership interest.

Section 3. Voting. The Association shall have only one class of voting membership. Members shall be entitled to one vote for each Unit owned. The Owner entitled to vote shall be the Owner of record in the Office of the Recorder of Polk County, Iowa, unless said Owner of record has agreed in writing, and placed the same on file with the Secretary of the Association, allowing his vote to be cast by a mortgagor or a Co-Owner. All

joint Owners of a single Unit must agree on one Owner to cast their vote as they, among themselves, determine, and in no event will a split vote be honored, and in no event shall more than one vote be cast with respect to a Unit. Prior to the time of any meeting at which a vote is to be taken, with respect to each Unit having joint Owners, the written authorization of the voting Owner shall be filed with the Secretary of the Association in order to be entitled to vote at such meeting, unless such joint Owners have filed a general voting authority applicable to all votes until rescinded. Votes may be by proxy on a form promulgated by the Board from time-to-time.

### III.

#### MEETINGS OF THE ASSOCIATION

Section 1. Regular Meetings. There shall be a regular annual meeting of Unit Owners held each year on a date fixed in March by resolution of the Board. All such meetings of Unit Owners shall be held at such place in Polk County, Iowa, and at such time as specified in the written notice of such meeting which shall be given to all Unit Owners at least ten (10) days prior to the date of such meeting.

Section 2. Special Meetings. Special meetings of the Unit Owners may be called by the President or by a majority of the directors of the Board, or by Unit Owners having at least two-fifths (2/5) of the votes entitled to be cast at such meeting. Said special meetings shall be called by delivering written notice to all Unit Owners not less than ten (10) days prior to the date of said meeting, stating the date, time and place of said special meeting and the matters to be considered.

Section 3. Delivery of Notice of Meetings. Notices of meetings may be delivered either personally or by mail to a Unit Owner at the address given to the Board by said Unit Owner for such purpose, or to the Unit Owner's Unit, if no other address for such purpose has been given to the Board.

Section 4. Quorum. A quorum of Unit Owners for any meeting shall be constituted by Unit Owners represented in person or by proxy and holding one-seventh (1/7) of the votes entitled to be cast at such meeting. At any meeting properly called where such a quorum is not present, those present may vote to recess for the purpose of obtaining such a quorum and, following such notice as a majority of those present may deem reasonable under the circumstances, reconvene. Such recess shall be a minimum of one-half hour. At such reconvened meeting the quorum shall be one-half that required at the meeting prior to recess. The foregoing process may be repeated until a quorum is achieved.

Section 5. Presiding Officer and Rules of Order. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting; if neither the President nor the Vice President is available to preside, a chairman shall be elected by the members present at such meeting. Meetings shall be conducted in accordance with Roberts Rules of Order.

Section 6. Voting Rights. No Unit Owner will be entitled to vote at any meeting of the Association who is, at the time of such meeting, delinquent in the payment of any sum due to the Association.

#### IV.

##### BOARD OF DIRECTORS

Section 1. Number, Election and Term of Office. The Board of Directors of the Association (referred to herein as the "Board") shall consist of five (5) members (hereinafter referred to as "directors"). Directors shall be elected at the regular annual meeting of Association members by the vote of Unit Owners. Those candidates for election as director receiving the greatest percentage of the votes cast either in person or by proxy at the meeting shall be elected. Four directors shall hold office for the term of two (2) years and until his successor shall be elected and qualified. The remaining director shall hold office for the term of one (1) year and until his successor shall be elected and qualified. Two-year terms of office shall be established by the Board to assure that two will expire in even-numbered years and two will expire in odd-numbered years.

Section 2. Qualification. Directors must be members of the Association, must be current with dues and assessments at the time of election, and may be elected to succeed themselves in office.

Section 3. Nomination. Candidates for election to the Board shall be solicited beginning in November prior to each annual meeting of members. Candidates may be self-nominated and may be nominated from the floor at the annual meeting.

Section 4. Vacancies. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any director so elected or appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the director that he succeeds.

Section 5. Meetings and Quorum. A regular annual meeting of the Board shall be held within ten (10) days following the regular annual meeting of Unit Owners. The Board may, by resolution, set the time and place for regular meetings of the Board and no

notice thereof shall be required until such resolution is modified or rescinded. Special meetings of the Board shall be held upon a call by the President or by a majority of the Board on not less than forty-eight (48) hours notice in writing to each director, delivered personally or by mail or telegram. Any director may waive notice of a meeting, or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A director's attendance at a meeting shall constitute his waiver of notice of said meeting. A majority of the authorized number of directors shall constitute a quorum. So long as they conduct themselves with proper decorum, any member may attend any official Board meeting.

Section 6. Removal. Any director may be removed from office for cause by a 60% vote of the membership in the Association.

Section 7. Compensation. Directors shall receive no compensation for their services as directors, unless expressly provided for in a resolution duly adopted by a majority of the Unit Owners. Directors will be reimbursed for actual, reasonable expenses incurred in the fulfillment of their duties or in furtherance of a Board resolution.

Section 8. Powers and Duties. The Board shall have the following powers and duties:

(a) to elect and remove the officers of the Association as hereinafter provided;

(b) to administer the affairs of the Association and the Property, including without limitation the periodic investment, reinvestment and disbursement of reserves, surpluses and other funds of the Association;

(c) to engage the services of an agent (hereinafter sometimes called the "Managing Agent") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve. The Board shall have authority to ratify and approve a management agreement between the Association and a management company to act as Managing Agent for the Association as provided in the Amended and Substituted Declaration;

(d) to formulate policies for the administration, management and operation of the Property and the Common Elements thereof;

(e) to adopt rules and regulations, with written notice thereof to all Unit Owners, governing the administration, management, operation and use of the Property and the Common Elements, and to amend such rules and regulations from time-to-time;



(f) to provide for the maintenance, repair, and replacement of the Common Elements and payments therefor; to borrow money for those purposes if necessary; and to approve payment vouchers or delegate such approval to the officers or the manager or Managing Agent;

(g) to provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and the Common Elements, and to delegate any such powers to the manager or Managing Agent (and any such employees or other personnel who may be the employees of a Managing Agent);

(h) to appoint committees of the Board from among the Unit Owners and to delegate to such committees the Board's authority to carry out certain duties of the Board;

(i) to determine the fiscal year of the Association and to change said fiscal year from time-to-time as the Board deems advisable;

(j) to estimate the amount of the annual budget (including a reserve fund for the upkeep and replacement of the common elements), and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses, as herein provided;

(k) to purchase, hold, sell, convey, mortgage or lease any one or more Units in the name of the Association or its designee;

(l) to bring, prosecute, and settle litigation for itself, the Association and the Property;

(m) to obtain insurance as contemplated in the Amended and Substituted Declaration, as may be deemed appropriate;

(n) to repair or restore the Property following damage or destruction, or a permanent taking by the power of, or power in the nature of, eminent domain or by an action or deed in lieu of condemnation, not resulting in the removal of the Property from the provisions of the Act;

(o) to own, purchase or lease, hold and sell, or otherwise dispose of, on behalf of the Unit Owners, items of personal property necessary to or convenient in the management of the business and affairs of the Association and the Board of Directors and in the operation of the Property, including without limitation furniture, furnishings, fixtures, maintenance equipment, appliances and office supplies;

(p) to keep adequate books and records, including the minute book wherein the resolutions of the Association and the Board shall be kept;

(q) to provide for a procedure to approve ordinary and extraordinary expenditures, and to delegate authority to sign checks and issue payment vouchers;

(r) to pay off liens against any portion of the Property;

(s) to exercise all other powers and duties of the Council of Co-Owners or Unit Owners as a group referred to in the Act, and all powers and duties of a Board of Directors referred to in the Amended and Substituted Declaration or these Bylaws, including the power to delegate to one or more persons such of the foregoing powers as the Board may deem prudent for the efficient management of Association affairs.

Section 9. Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Association or to the officers of the Association any powers or duties which, by law, have been delegated to the Unit Owners.

Section 10. Presiding Officer and Rules of Order. The President, or, in his absence or disability, the Vice President shall preside at each Board meeting; if neither the President nor Vice President is able to preside, the Secretary shall preside. Meetings shall be conducted in accordance with Roberts Rules of Order.

## V.

### OFFICERS

Section 1. Designation. At each regular annual meeting of the Board, the directors present at said meeting shall elect the following officers of the Association by a majority vote:

(a) a President, who shall preside over the meetings of the Board and of the Unit Owners, and who shall be the chief executive officer of the Association. The President shall sign written contracts of the Association pursuant to authorizing resolutions of the Board. The President must be a director.

(b) a Vice President, who shall perform all of the duties of the President when the President is absent or disabled, as well as other duties assigned by the President or Board. The Vice President must be a director.

(c) a Secretary, who shall keep the minutes of all meetings of the Board and of the Unit Owners, and who shall, in general, perform all the duties incident to the office of Secretary. The Secretary shall maintain the official mortgagee roster. The Secretary must be a director.

(d) a Treasurer, who shall be responsible for financial records and books of account and the manner in which such records and books are kept and reported. The Treasurer shall prepare a list of members prior to each meeting of the Association identifying those members who are ineligible for election or to vote because of delinquent payments due to the Association. The Treasurer must be a director.

(e) such additional officers as the Board shall see fit to elect, and who need not be a director or member of the Association. The same person may hold more than one office for which they are qualified.

Section 2. Powers. In addition to the foregoing, the respective officers shall have the general powers usually vested in such officers; provided that the Board may delegate any specific powers to any other officer or impose such limitations or restrictions upon the powers of any officer as the Board may see fit.

Section 3. Term of Office. Each officer shall hold office for the term of one year and until his successor shall have been appointed or elected and qualified.

Section 4. Vacancies. Vacancies in any office shall be filled by the Board by a majority vote at a regular or special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer he succeeds. Any officer may be removed for cause at any time by a vote of a majority of the total membership of the Board at a special meeting thereof.

Section 5. Compensation. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by a majority of the Unit Owners. The officers shall be reimbursed for actual expenses incurred in fulfilling their duties of office.

## VI.

### BOOKS AND RECORDS

The books, records and papers of the Association shall at all times during reasonable business hours, be subject to inspection

by any member. The Amended and Substituted Declaration, the Articles of Incorporation and the Bylaws of the Association shall likewise be available for inspection by any member at the office of the Association's registered agent, where copies may be purchased at reasonable cost.

VII.

COMMON EXPENSES: ASSESSMENTS

Section 1. Annual Budget. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacement, landscaping, insurance, fuel, power, contributions or expenses required for recreational amenities, and all other common expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures for such preceding year, the surplus or deficit, as the case may be, shall also be taken into account, as well as the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board. The annual budget may be increased each year not more than twelve percent (12%) above the previous year's annual budget without a majority vote of the Association membership approving the increase. However, in the event that the rise in the Bureau of Labor Statistics of the Department of Labor, Consumer Price Index (All Urban Consumers - All Items) is greater than twelve percent (12%) for any given year, the annual budget may be increased that greater amount without first obtaining the majority approval of the Association membership.

Section 2. Assessments. The estimated annual budget for each fiscal year shall be approved by the Board, and copies thereof shall be furnished by the Board to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. The liability of each Unit Owner under the annual budget shall constitute a lien against their respective Units as soon as notice is given, payable in installments. On or before the first day of the first month and of each succeeding month of the year covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the Common Expenses, one-twelfth (1/12) of his proportionate share of the Common Expenses for such year as shown by the annual budget. Such proportionate

share for each Unit Owner shall be in accordance with fractions, as set forth in Exhibit C of the Declaration. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new monthly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined, which payments shall be credited against new assessments once they are established by the Board. Each Unit Owner shall pay the monthly assessment on or before the first day of each month to the Managing Agent or manager, and shall not be relieved of the obligation to pay the assessment by abandoning or not using his Unit, the Common Elements, or the Limited Common Elements. No Unit Owner shall be relieved of the obligation to pay assessments by leasing his Unit to a third party, although the Unit Owner may by contract make such third party tenant jointly and severally liable for such assessments. Assessments delinquent for ten (10) days will accrue a late payment penalty to be fixed by the Board from time to time. Such penalty shall be a lien on the Unit in the same manner as assessments, and shall be in addition to interest as provided herein.

Section 3. Annual Report. Within sixty (60) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall have available for distribution to each Unit Owner requesting it a summary statement for such year so ended showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 4. Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year, copies of which supplemental budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share of such Supplemental Budget. Upon furnishing such a Supplemental Budget and corresponding assessments, the additional assessments shall be a lien on the respective Units, payable monthly.

Section 5. Expenditures. Except for the management agreement described in Article IV hereof and expenditures and contracts specifically authorized by the Amended and Substituted Declaration and Bylaws, the Board shall not approve any expenditure in excess of Five Thousand Dollars (\$5,000.00) the first year after the filing of the Amended and Substituted Declaration, such limitation being increased thereafter by 10% per year compounded, unless required for emergency repair, protection or operation of the General or Limited Common Elements; nor enter



any contract for more than five (5) years; without the prior approval of a majority vote at a meeting of Unit Owners duly called. All such costs shall be assessed as a Common Expense against the Unit Owners.

Section 6. Lien. It shall be the duty of every Unit Owner to pay his proportionate share of the Common Expenses, as provided in the Amended and Substituted Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the lawful rate as may then be permitted for money judgments under the law of the State of Iowa, or such other rate as may be fixed by Board resolution, accruing from and after the date said Common Expenses become due and payable, shall constitute a lien, as provided in the Amended and Substituted Declaration and these Bylaws, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, except for the amount of the proportionate share of Common Expenses which are due and payable from and after the date on which such mortgagee either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage and causes a receiver to be appointed to take possession of the Unit. The provisions of this paragraph of this Section 6 shall not be amended, changed, modified or rescinded in any way without prior written consent of all holders of record of first mortgages against all or part of the Property. Nothing herein shall be deemed to derogate the right of the Association to recover unpaid assessments and charges from a defaulting Unit Owner personally, without the foreclosure of lien rights or resort to other remedies.

The Association or its successors and assigns, or the Board or its agents, shall have the right to maintain a suit to foreclose any such lien for unpaid assessments or pursue other remedies at law or in equity, and there shall be added to the amount due the costs of said suit and other fees and expenses, together with interest and reasonable costs and attorney's fees to be fixed by the Court. In the event of any such foreclosure, the Unit Owner shall be required to pay a reasonable rental for the Unit after commencement of such action so long as the Unit Owner remains in possession, and a receiver may be appointed.

The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Amended and Substituted Declaration or these Bylaws, or as are otherwise available at law or in equity, for the collection of all unpaid assessments and charges.

Section 7. Records and Statements of Account. The Board shall cause to be kept the records required by the Act and detailed and accurate records of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the common expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, which statement of account shall be conclusive evidence of the amount of unpaid assessments or other charges due as of the date set forth in said statement except as provided in Article XII(D) hereof.

Section 8. Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder and under the Amended and Substituted Declaration against less than all of the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all of the Unit Owners in the fractions set forth in Exhibit C of the Amended and Substituted Declaration.

## VIII.

### ABATEMENT AND RESTRAINT OF VIOLATIONS BY UNIT OWNERS

The violation of any rules or regulations adopted by the Board or the breach of any provision contained herein, or the breach of any provision of the Amended and Substituted Declaration, shall give the Board of Directors the right, in addition to any other rights set forth in these Bylaws:

A. To enter the Unit, upon reasonable notice and at reasonable times, in which or as to which such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board and those acting on its behalf shall not thereby be deemed guilty in any manner of trespass; or

B. To enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.

C. To proceed with both A and B above.

IX.

CONTRACTUAL POWERS

No contract or other transaction between the Association and one or more of its directors or between this Association and any other corporation, firm or association in which one or more of the directors of this corporation are directors, or are financially interested, is void or voidable because such director or directors are present at the meeting of the Board or a committee thereof which authorizes or approves the contract or transaction or because his or their votes are counted, if the circumstances specified in either of the following subparagraphs exists:

(a) the fact of the common directorship or financial interest is disclosed or known to the Board or committee and noted in the minutes and the Board or committee authorizes, approves or ratifies the contract or transaction in good faith; or

(b) the contract or transaction is just and reasonable as to the Association at the time it is authorized or approved.

Common or interested directors may be counted in determining the presence of a quorum at a meeting of the Board or committee thereof which authorizes, approves or ratifies a contract or transaction.

X.

AMENDMENTS

Any modification or amendment of these Bylaws shall be made only by means of an amendment of the Amended and Substituted Declaration as provided therein. Such amendments shall be maintained in the corporate records of the Association, and shall be recorded with the Polk County Recorder.

XI.

INDEMNIFICATION

Section 1. General. The Association shall indemnify and hold harmless each of its directors and officers, each member of any committee appointed pursuant to the Bylaws of the Association, and the Board, Managing Agent and manager, against all contractual and other liabilities to others arising out of contracts made by or other acts of such directors, Board, officers, committee members, Managing Agent or manager, on behalf of the Unit Owners, or arising out of their status as directors,

Board, officers, committee members, Managing Agent or manager, unless any such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses (including, but not limited to, attorney fees, amounts of judgments paid and amounts paid in settlement) reasonably incurred in connection with the defense of any claim, action, suit or proceeding, whether civil, criminal, administrative or other, in which any such director, officer, Board, committee member, Managing Agent or manager may be involved by virtue of such persons being or having been such director, officer, Board, committee member, Managing Agent or manager; provided, however, that such indemnity shall not be operative with respect to any matter as to which such person shall have been finally adjudged in such action, suit or proceeding to be liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, Managing Agent or manager. Such indemnity shall be fully operative with respect to any matter settled or compromised, unless, in the opinion of independent counsel selected by or in a manner determined by the Board, there is reasonable ground for such person being adjudged liable for gross negligence or fraud in the performance of his duties as such director, officer, Board, committee member, Managing Agent or manager.

Section 2. Advance Payment. Expenses incurred in defending a civil or criminal action, suit or proceeding shall be paid by the Association in advance of the final disposition of such action, suit or proceeding as authorized by the Board of Directors in the specific case, upon receipt of an undertaking by, or on behalf of, the person or entity seeking such indemnification or payment in advance, in a form satisfactory to the Board, to repay such amount if it shall ultimately be determined that he is not entitled to be indemnified by the Association as authorized herein.

Section 3. Miscellaneous. The Association and the Board shall have the power to raise and the responsibility for raising, by regular and special assessment or otherwise, any sums required to discharge its obligations under this Article; provided, however, that the liability of any Unit Owner arising out of any contract made by, or other acts of, the directors, Board, officers, members of such committees, Managing Agent or manager, or out of the aforesaid indemnity in favor of the directors, Board, officers, members of such committees, Managing Agent or manager, shall be limited to such proportion of the total liability hereunder as said Unit Owner's fractional interest in the Common Elements bears to the total fractional interests of all of the Unit Owners in the Common Elements. Every agreement made by the directors, Board, officers, members of such committees, or the

Managing Agent or manager on behalf of the Unit Owners shall provide that the directors, Board, officers, members of such committees, the Managing Agent or manager, as the case may be, are acting only as agents for the Unit Owners and shall have no personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his fractional interest in the Common Elements bears to the total fractional interest of all Unit Owners in the Common Elements. The indemnification provided by this Article XI shall not be deemed exclusive of any other rights to which those seeking indemnification may be entitled under any statute, agreement, vote of members of the Association or disinterested members of the Board of Directors or otherwise, both as to action in his official capacity and as to action in another capacity while holding such office. Such right to indemnification shall continue as to a person or entity who has ceased to be one of the above-listed categories of persons, and shall inure to the benefit of the heirs, executors, administrators, successors and assigns of such person or entity.

## XII.

### GENERAL PROVISIONS

- A. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.
- B. The Association shall not have a corporate seal.
- C. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be a Common Expense of the Association.
- D. The Association shall at all times maintain reasonably complete and accurate written records of each Unit and Owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that Unit and Owner. Any person other than a Unit Owner may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts. Each Unit Owner is charged with the duty to inform the Association of any change of ownership or leasing of his Unit. In the event of a lease, the Board reserves the right, on reasonable grounds, to disapprove the terms of the lease agreement.
- E. Each member shall have the obligations as such member as are imposed upon him by the regime documents as an Owner, and no member shall have any power or authority to incur a mechanic's



lien or other lien effective against the regime property, except as the same may attach only against his separate interest therein and be removable as such.

F. The Board of Directors may in its discretion issue written evidence of membership but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to an assignment, hypothecation, or transfer of the Unit.

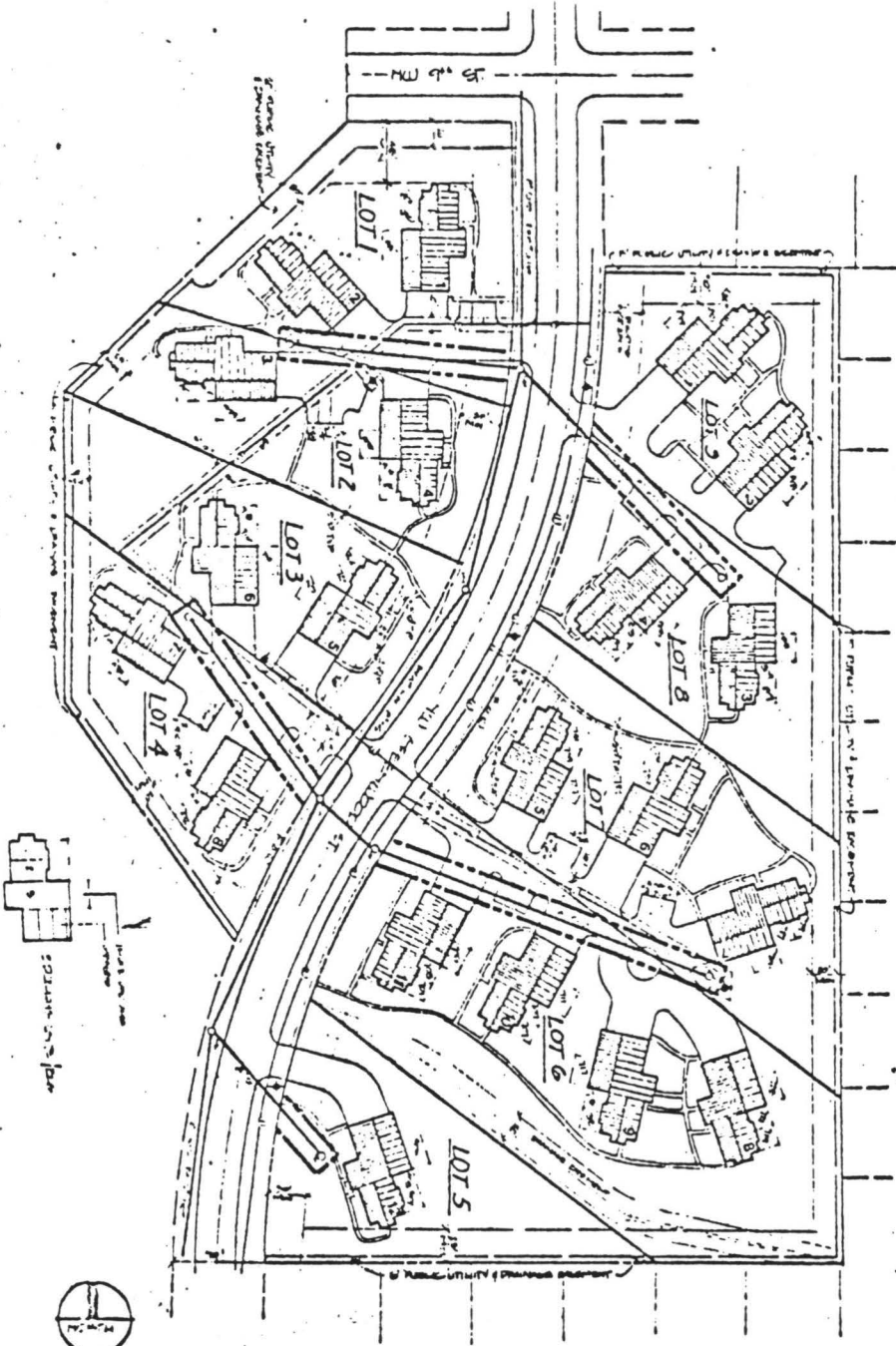
G. No provision or restriction otherwise void by reason of application of the rule against perpetuities or Section 558.68 of the 1985 Code of Iowa shall continue for a period longer than twenty-one (21) years after the death of the survivor of the now-living descendants of the President of the United States, Ronald Reagan, and the Governor of Iowa, Terry Branstad.

H. Each Owner or the lessee of his Unit, as applicable, but not both, shall have a right to use and enjoy the Common Elements, provided such use shall be limited to the uses permitted by the Amended and Substituted Declaration and other governing documents of the Regime.

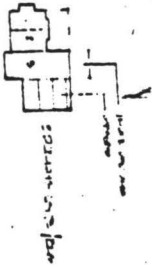
I. In the event of any conflict between the terms and provisions of these Bylaws and the Amended and Substituted Declaration, the provisions of the Amended and Substituted Declaration shall control. These Bylaws shall not be amended or altered in any manner inconsistent with the Amended and Substituted Declaration.

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Secretary



TOTAL SUBTRACT (N16) - 60  
TOTAL ASSIGNED SPACES - 141



- LEGEND**
- FINE LINE (CONCRETE) CURB
  - SANDPAPER FINISH
  - UTILITY
  - VEHICLE
  - ↑ WALKWAY
  - LATER PLANT PLACEMENT

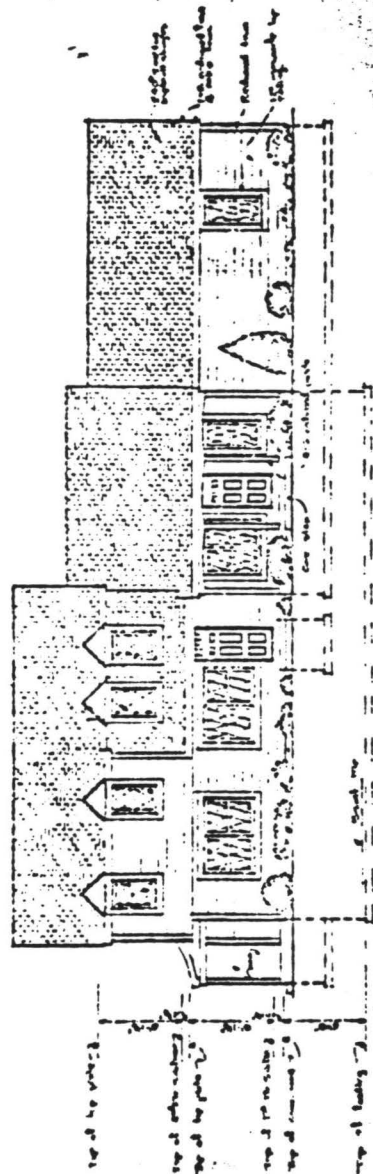
BOOK 4786 PAGE 712

EXHIBIT B-1

# WESTWOOD PARK final development plan

PREPARED BY STELLAR SERVICE CORPORATION • DESIGNED BY GREG GARDNER ASSOCIATES LANDSCAPE ARCHITECTS

Westwood Parkway plat

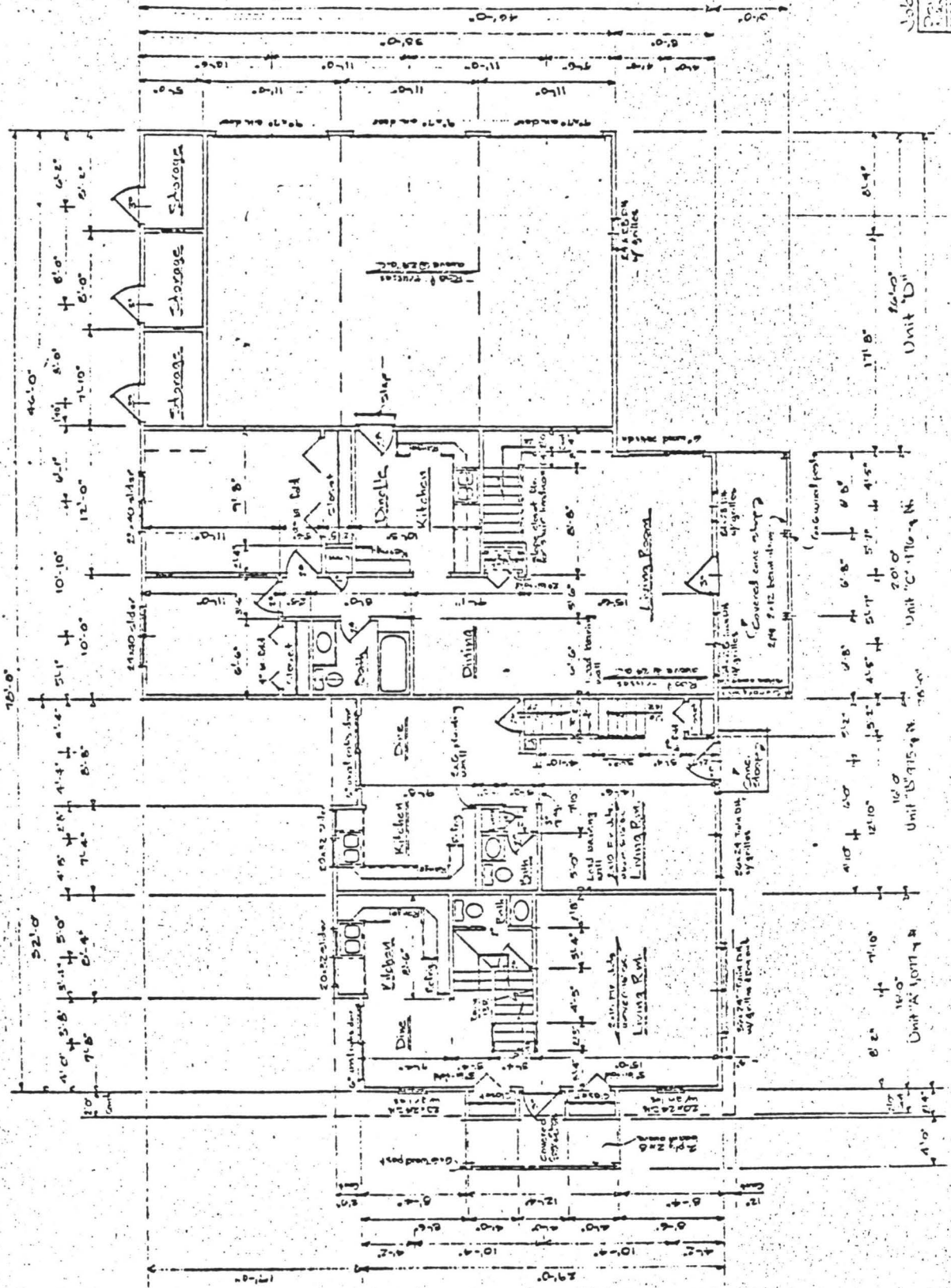


No. 750  
 Projected  
 Value C. M. 3000  
 100

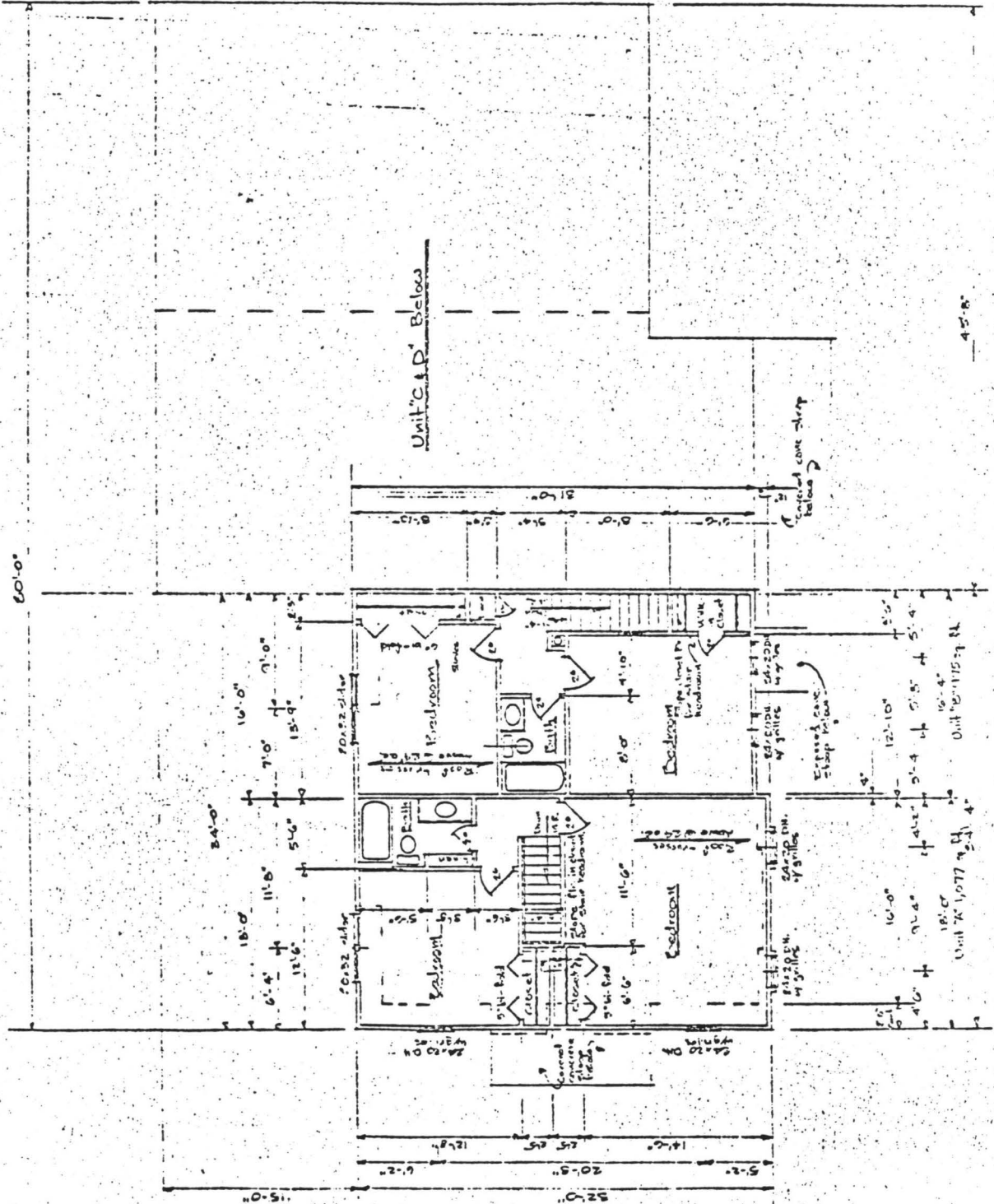
EXHIBIT "B"

Exhibit B-2

BOOK 4786 PAGE 713







Architect: H. B. 2278 P.  
 Division of Building C.  
 City of New York  
 1927  
 Seller Corp. Unit  
 11th St. New York

Upper Level Plan  
 Unit 'C & D' Below  
 Unit 'B' Below  
 Unit W-1077



# WESTWOOD - ANKENY PLAT No. 3

Being an official plat of Outlots 1 and 2 in Westwood-Ankeny Plat No. 1  
 CITY OF ANKENY, POLK COUNTY, STATE OF IOWA

Scale 1" = 50 FEET

(Containing 880 acres)

## ENGINEER'S CERTIFICATION

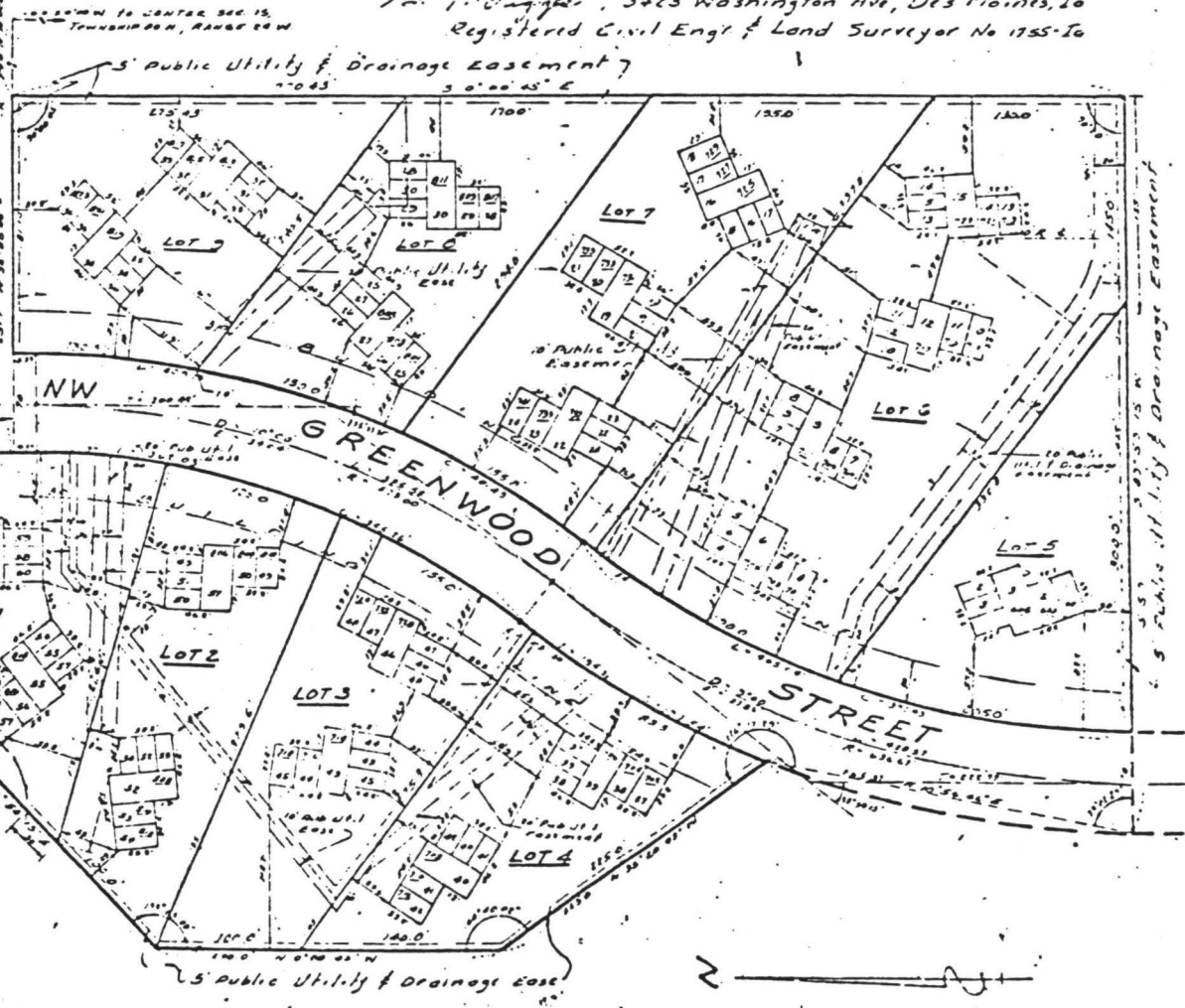
I hereby certify that I have prepared this plat from notes of a field survey and that the same is correct to the best of my knowledge

*W. J. Jagger*, 3423 Washington Ave, Des Moines, Ia  
 Registered Civil Eng. & Land Surveyor No 1755-Ia



March-1977

1720 TO CENTER SEC. 15  
 (From End of Center)  
 & NW 5th Street N - 125.0 FT  
 & NW Greenwood St N - 125.0 FT



10' Public Utility & Drainage Easement  
 and this easement supersedes  
 the easement shown on  
 Westwood-Ankeny Plat No. 1



EXHIBIT B-5

OF

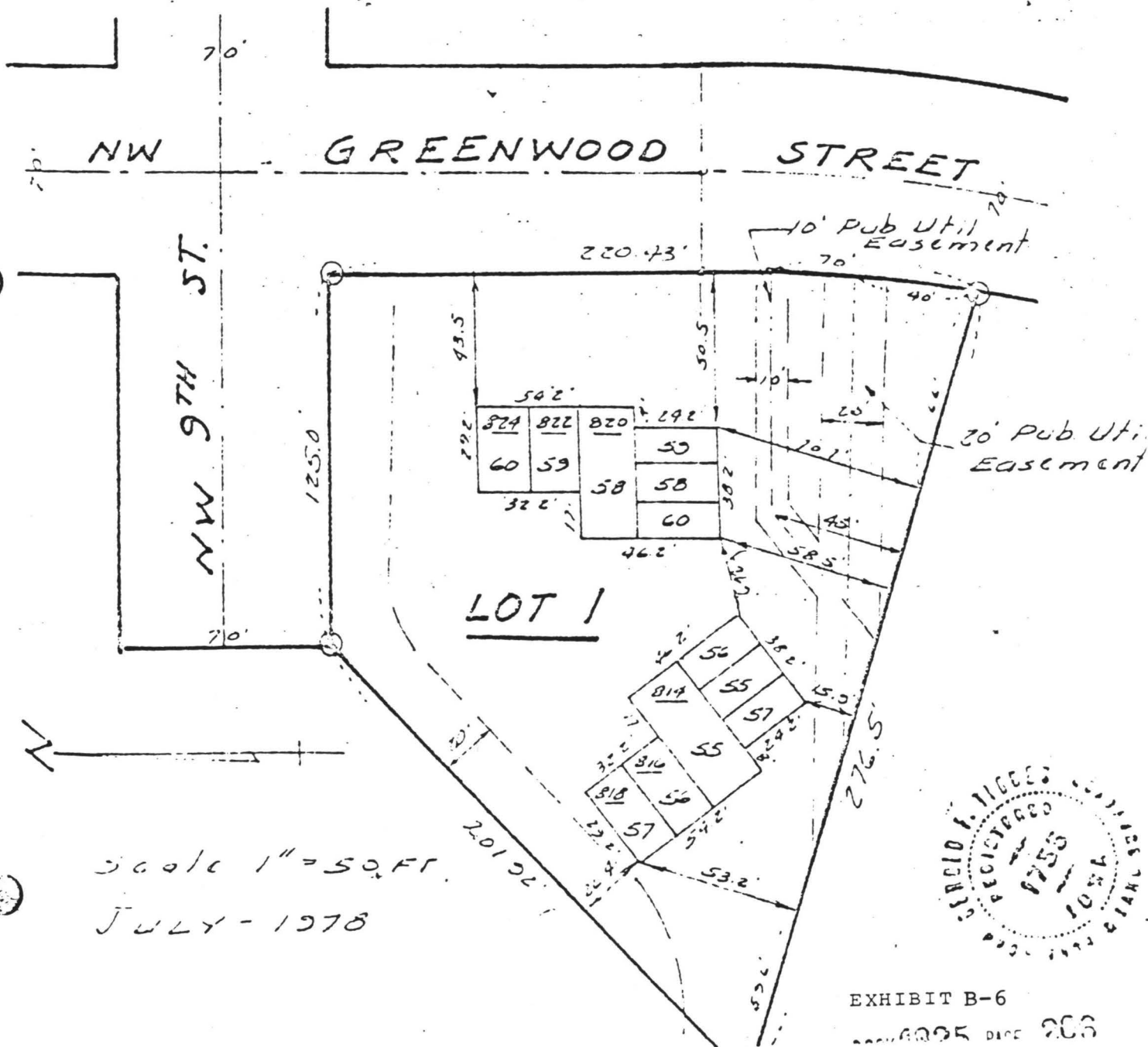
LOT 1, WESTWOOD-ANKENY PLAT No. 3  
CITY OF ANKENY - POLK COUNTY, Ia.

ENGINEER'S CERTIFICATION

I hereby certify that I have prepared this plat from notes of a field survey and that the same is correct to the best of my knowledge.

*E. F. Jagger*

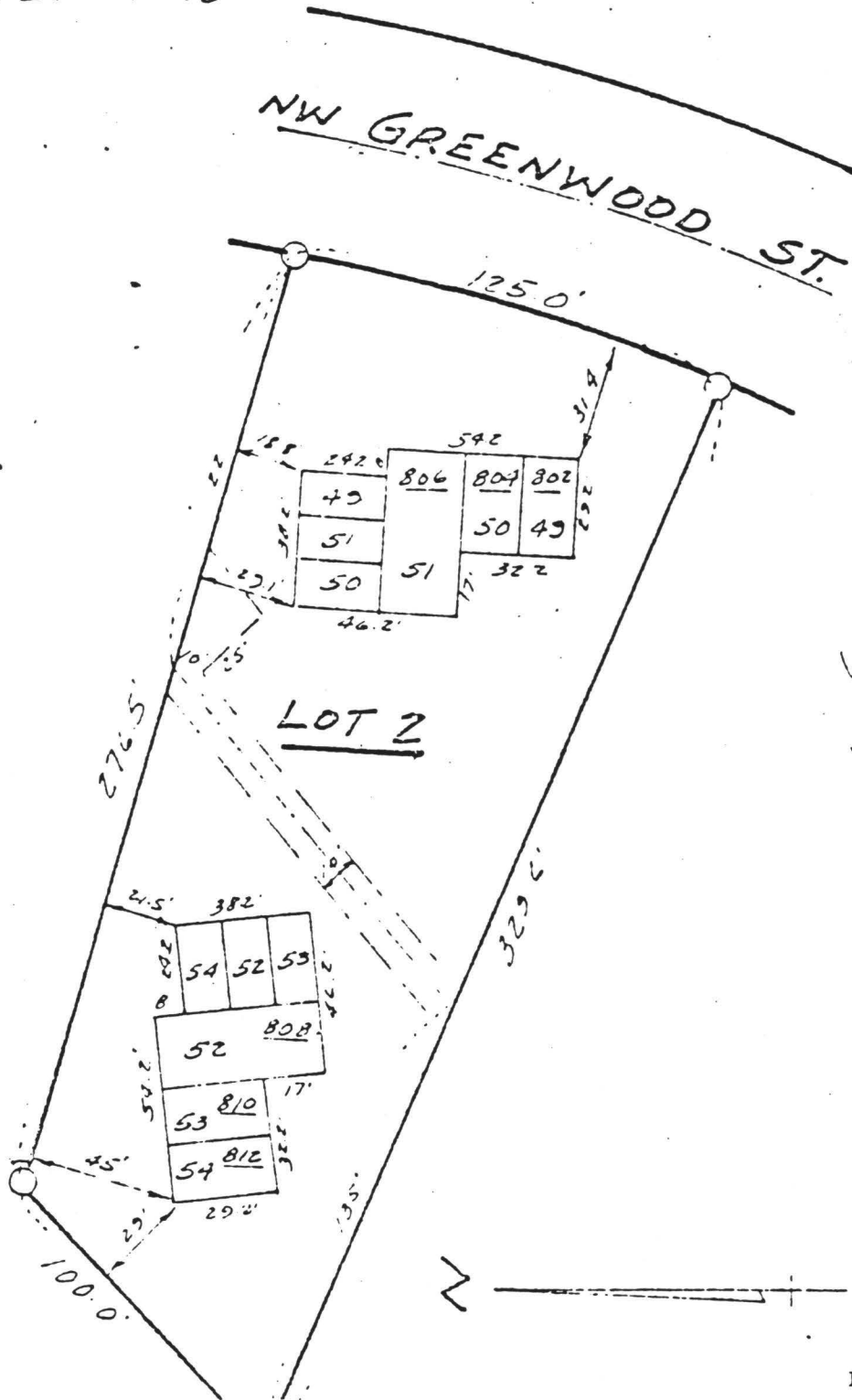
Registered Civil Engineer  
& Land Surveyor No. 1755  
State of Iowa



OF  
 LOT 2, WESTWOOD-ANKENY PLAT No. 3  
 CITY OF ANKENY-POLK COUNTY, I.A.

Scale 1" = 50 FT.

JULY - 1978



ENGINEER'S CERTIFICATION

I hereby certify that I have prepared this  
 plat from notes of a field survey and that  
 the same is correct to the best of my knowledge

*G. F. Digger*  
 Registered Civil Engineer  
 & Land Surveyor No. 1755  
 State of Iowa



OF

LOT 3, WESTWOOD-ANKENY PLAT No. 3  
CITY OF ANKENY-POLK COUNTY, IOWA.

ENGINEER'S CERTIFICATION

I hereby certify that I have prepared this plat from notes of a field survey and that the same is correct to the best of my knowledge.

W. F. Diggie

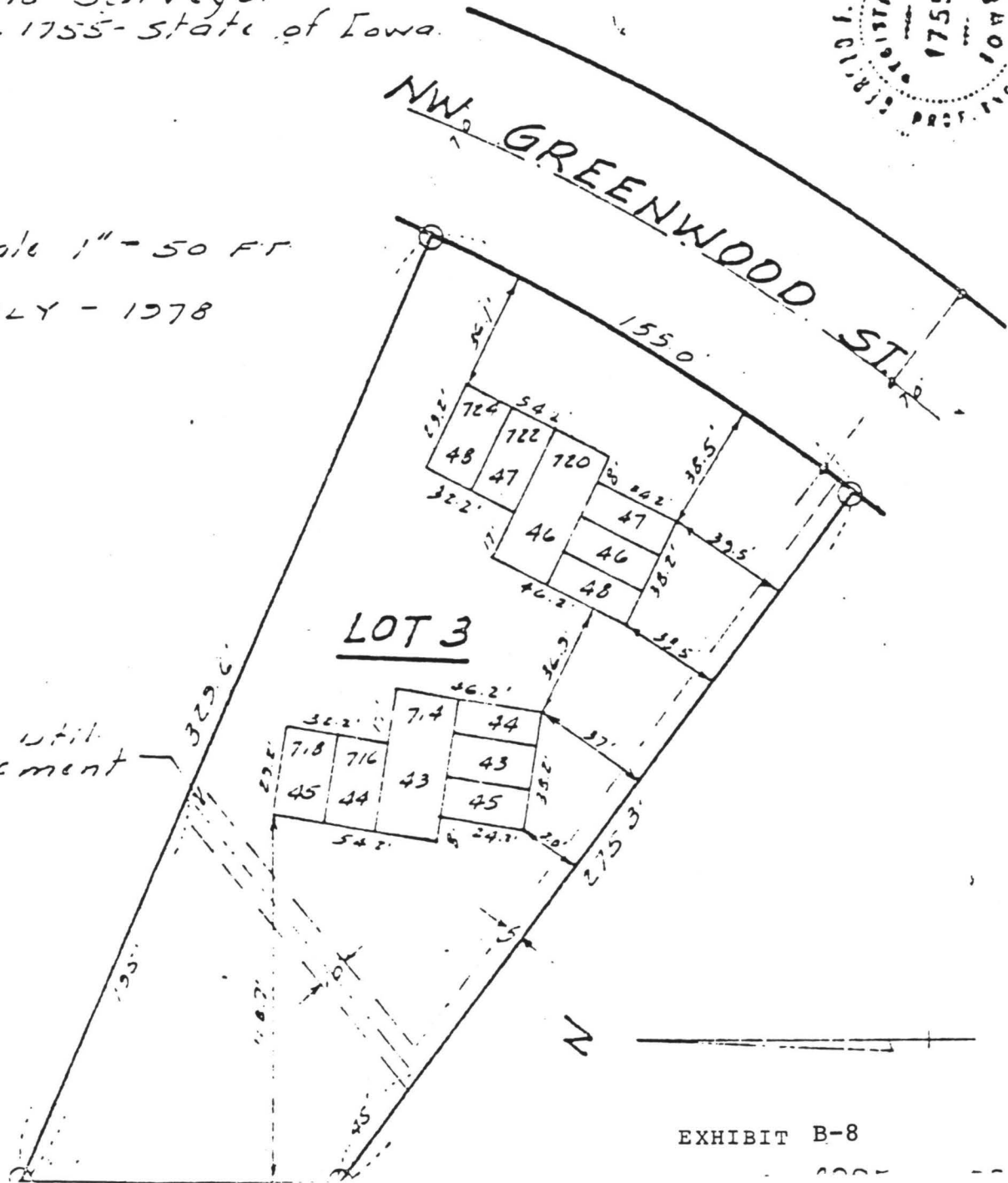
Registered Civil Eng'r &  
Land Surveyor  
No. 1755 - State of Iowa.



Scale 1" = 50 FT

JULY - 1978

10' Pub Util. Easement



# SURVEY PLAT

OF

LOT 4, WESTWOOD - ANKENY PLAT No. 3  
CITY OF ANKENY - POLK COUNTY, Iowa

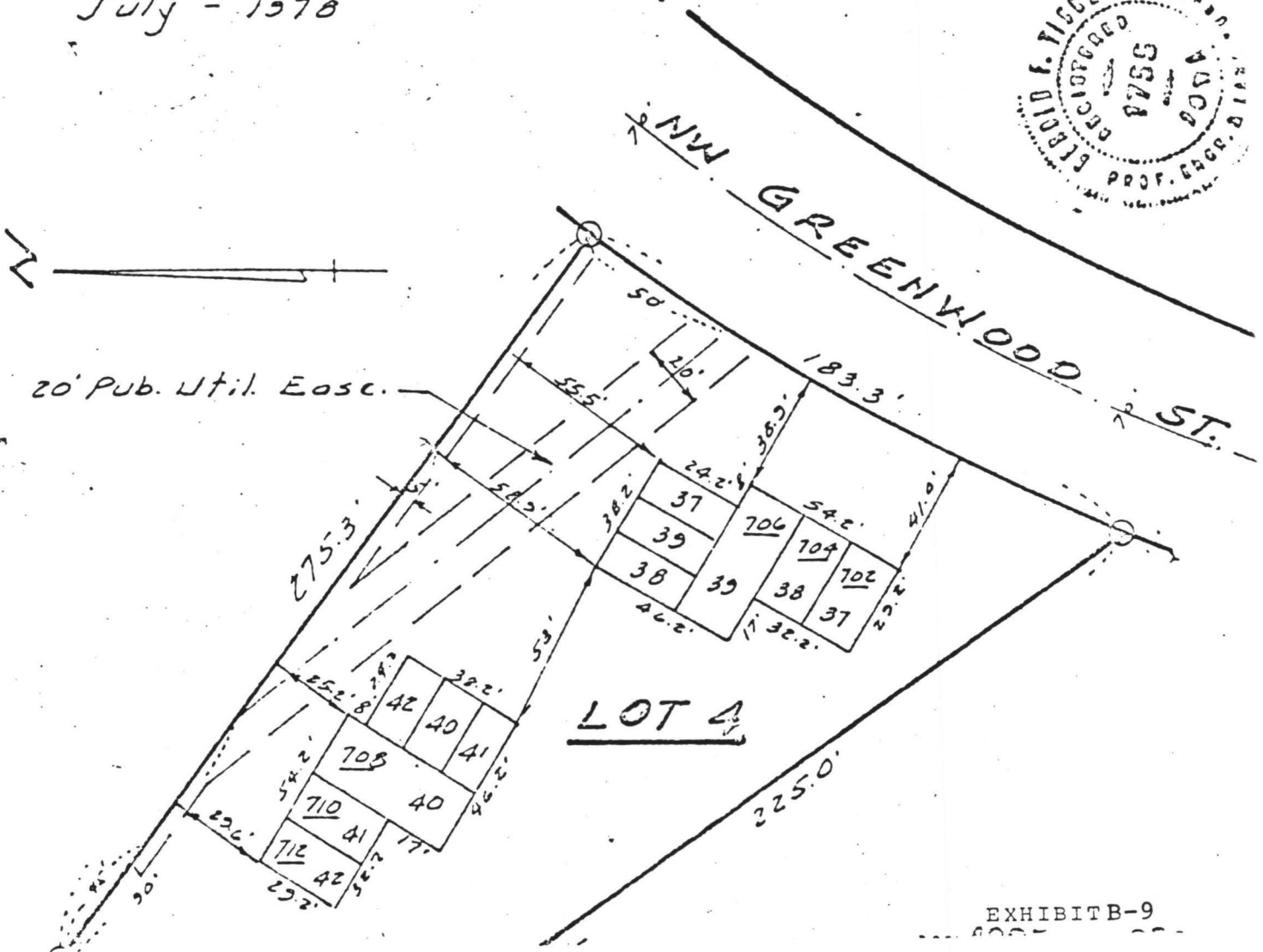
## ENGINEER'S CERTIFICATION

I hereby certify that I have prepared this plat from notes of a field survey and that the same is correct to the best of my knowledge.

*G. F. Jigges*

Registered Civil Engr. &  
Land Surveyor  
No. 1755 - State of Iowa.

Scale 1" = 50 ft.  
July - 1978



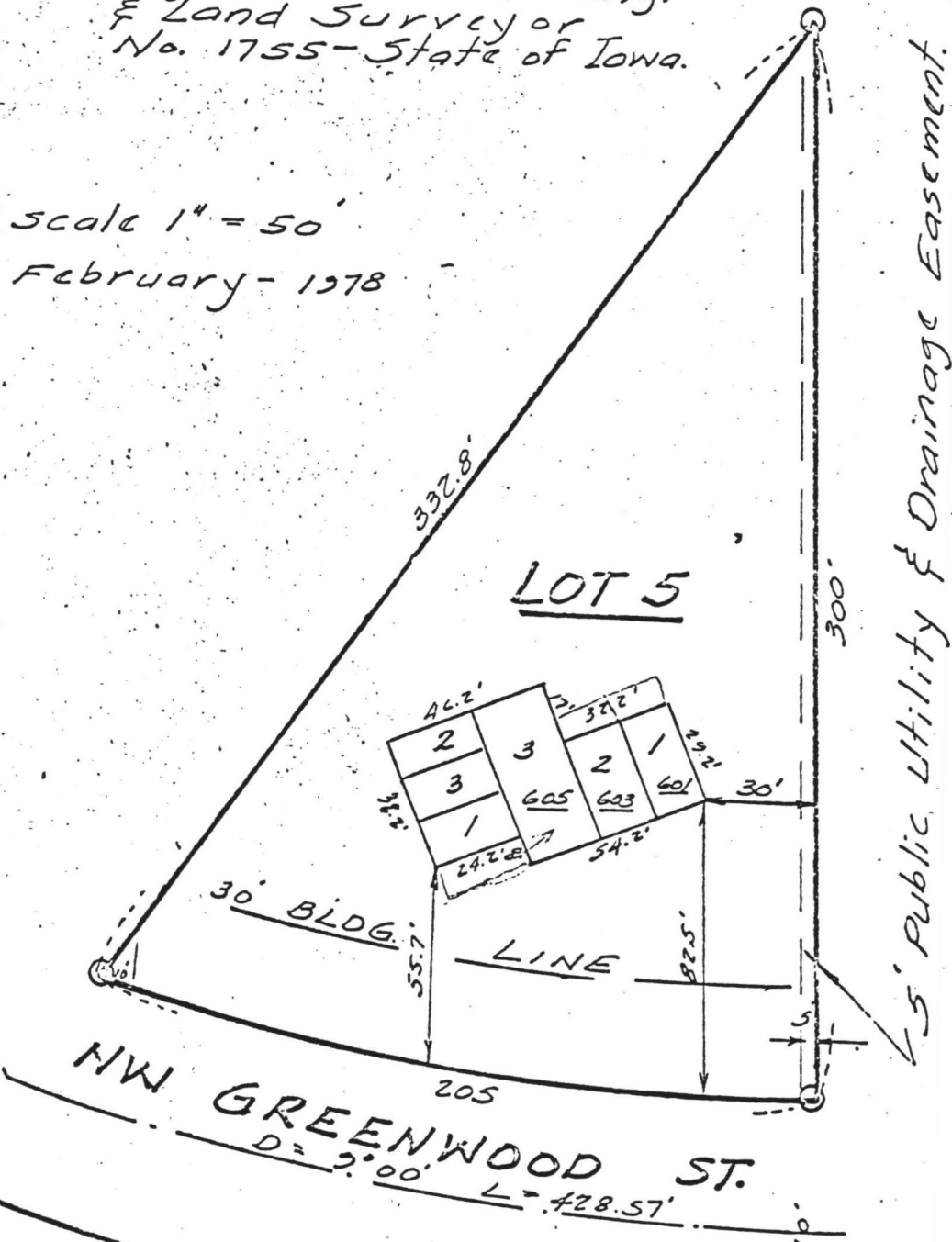


OF  
**LOT 5, WESTWOOD - ANKENY PLAT No. 3**  
**CITY OF ANKENY - POLK COUNTY, IOWA**  
ENGINEER'S CERTIFICATION

I hereby certify that I have prepared this plat from notes of a field survey and that the same is correct to the best of my knowledge.

*G. F. Jigges*  
 Registered Civil Engr.  
 & Land Surveyor  
 No. 1755 - State of Iowa.

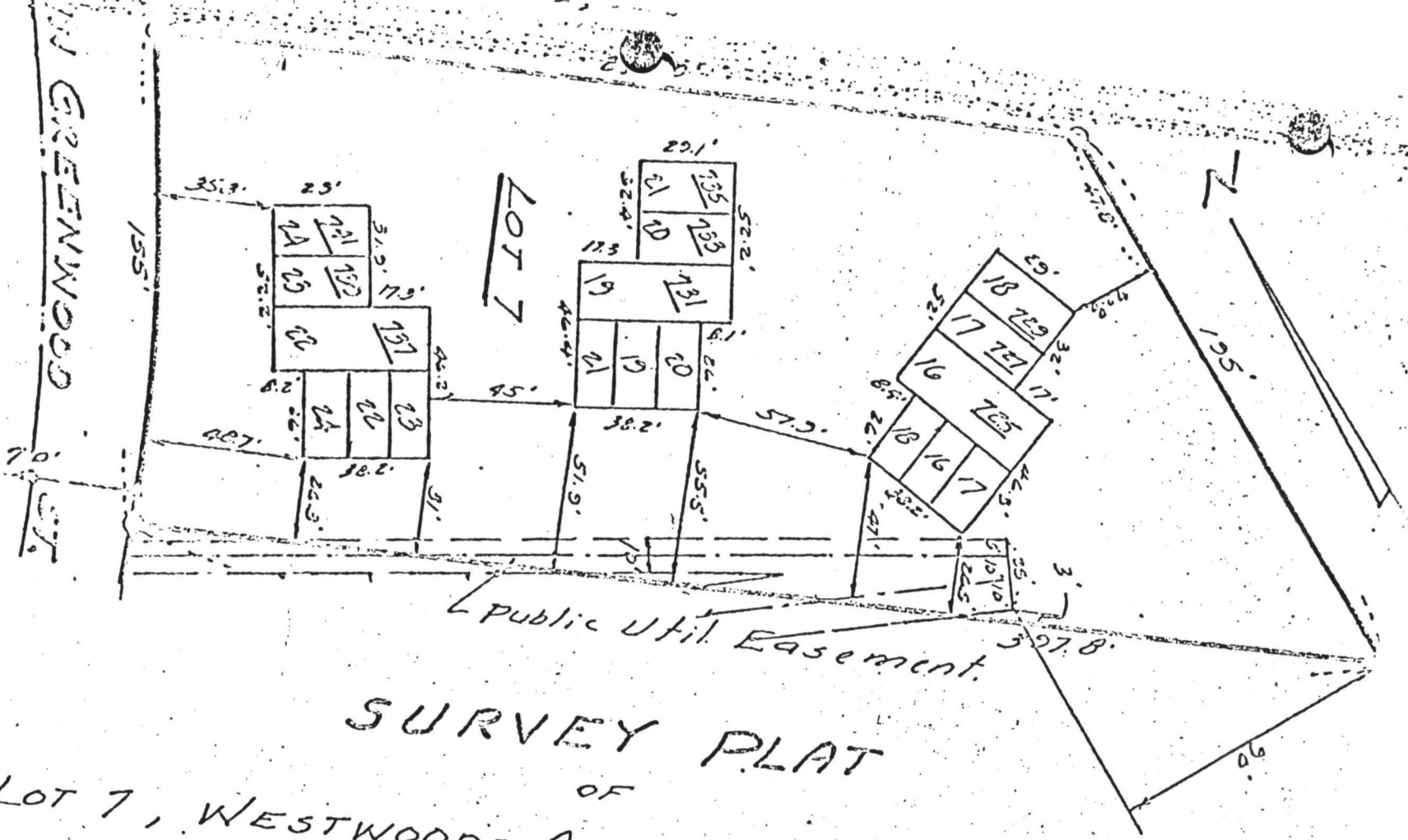
scale 1" = 50'  
 February - 1978





Scale 1" = 50'  
MAY - 1972

GREENWOOD ST



# SURVEY PLAT

OF  
LOT 7, WESTWOOD-ANKENY PLAT No. 3  
CITY OF ANKENY - POLK COUNTY, IA.

ENGINEER'S CERTIFICATION  
I hereby certify that I have prepared this plat from notes of a field survey, and that the same is correct to the best of my knowledge.

*B. J. Jigger*  
Registered Civil Engr.  
Land Surveyor  
No. 1755 - State of Iowa

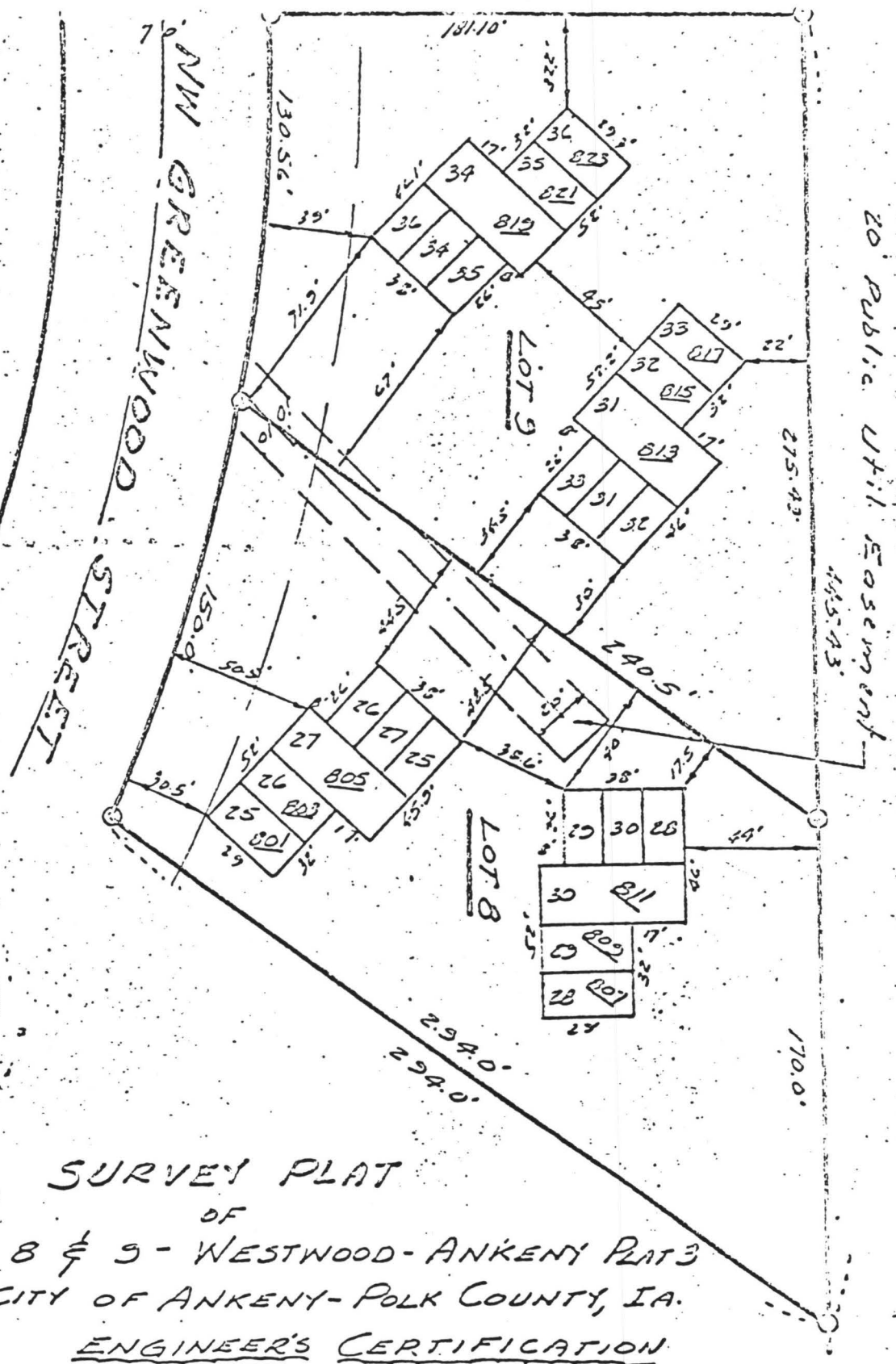


BOOK 1809 PAGE 396

EXHIBIT B-12

N

Scale 1" = 50'  
May - 1978



**SURVEY PLAT**  
OF  
**LOTS 8 & 9 - WESTWOOD-ANKENY PLAT 3**  
CITY OF ANKENY - POLK COUNTY, IA.  
ENGINEER'S CERTIFICATION

I hereby certify that I have prepared this plat from notes of a field survey, and that the same is correct to the best of my knowledge

*S. F. Jigge*  
Registered Civil Eng'r. &  
Surveyor

## EXHIBIT C

There are twenty (20) Buildings within the Regime. Each Building contains three (3) Units and has an assigned garage for each Unit in that Building. There are three different floor plans used for the three Units in each Building, as shown on this Exhibit and Exhibit B. The Units are numbered from one (1) to sixty (60). The measurements are close approximations.

MODEL A - End unit, two story - first floor; living room with fireplace, half bath, dining room, kitchen, deck off kitchen containing 64 square feet - second floor; two bedrooms, full bath - 1200 total square feet - full basement - 1 stall garage

MODEL B - Middle unit, two story - first floor; living room with fireplace, half bath, dining room, kitchen, deck off kitchen containing 64 square feet - second floor; two bedrooms, full bath - 1070 square feet - full basement - 1 stall garage

MODEL C - Ranch style unit - living room, dining room, kitchen with direct access to garage, two bedrooms, full bath, deck off living room containing 64 square feet - 1000 total square feet - full basement - 1 stall garage

Unit 1 - Model A	Unit 21 - Model A	Unit 41 - Model B
Unit 2 - Model B	Unit 22 - Model C	Unit 42 - Model A
Unit 3 - Model C	Unit 23 - Model B	Unit 43 - Model C
Unit 4 - Model A	Unit 24 - Model A	Unit 44 - Model B
Unit 5 - Model B	Unit 25 - Model A	Unit 45 - Model A
Unit 6 - Model C	Unit 26 - Model B	Unit 46 - Model C
Unit 7 - Model A	Unit 27 - Model C	Unit 47 - Model B
Unit 8 - Model B	Unit 28 - Model A	Unit 48 - Model A
Unit 9 - Model C	Unit 29 - Model B	Unit 49 - Model A
Unit 10 - Model A	Unit 30 - Model C	Unit 50 - Model B
Unit 11 - Model B	Unit 31 - Model C	Unit 51 - Model C
Unit 12 - Model C	Unit 32 - Model B	Unit 52 - Model C
Unit 13 - Model A	Unit 33 - Model A	Unit 53 - Model B
Unit 14 - Model B	Unit 34 - Model C	Unit 54 - Model A
Unit 15 - Model C	Unit 35 - Model B	Unit 55 - Model C
Unit 16 - Model C	Unit 36 - Model A	Unit 56 - Model B
Unit 17 - Model B	Unit 37 - Model A	Unit 57 - Model A
Unit 18 - Model A	Unit 38 - Model B	Unit 58 - Model C
Unit 19 - Model C	Unit 39 - Model C	Unit 59 - Model B
Unit 20 - Model B	Unit 40 - Model C	Unit 60 - Model A

Shown above are descriptions of each of the three models, together with the designations of the models corresponding to the specific units.

Subject to the provisions of Article III, Section 6 of the Declaration, the owner(s) of each Unit shall also own 1/60 (one sixtieth) of the Common Elements as an appurtenance thereto.