

DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Imperial Investment Company, a partnership, being the holder of record title to the following described real property located in the city of Urbandale, County of Polk, State of Iowa, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE, an
Official Plat, now included in and forming
a part of the city of Urbandale, Iowa.


hereby states and declares that the land described herein is submitted to condominium ownership, pursuant to Chapter 499B of the Code of Iowa, entitled Horizontal Property Act (Condominiums), the same to take effect when filed for record in the office of the recorder of Polk County, Iowa.

ARTICLE I.

DEFINITIONS

The terms employed shall have the meanings given them in chapter 499B, Code of Iowa, unless it is plainly evident from the context that a different meaning is intended. Certain definitions of terms used herein are as follows:

1. Apartment or Unit. The terms "apartment" or "unit" are used interchangeably and refer to the area between the decorated and finished interior surfaces of its perimeter walls (including windows and sliding glass doors, and including the interior surface of the exterior door(s)), and between the lower surface of the ceiling and the upper surface of the floor. A unit shall include and be defined by the above referred to surfaces and shall also include windows, sliding glass doors, heating equipment, hot water heater, plumbing and electrical fixtures located in the unit and non-load bearing partitions or walls within such area, except that all lines, wires, ducts and the like within any non-load bearing partition or wall shall be excluded and shall not constitute a part of the unit.
2. Directors. The Board of Directors of the Condominium Corporation which shall be elected by and represent the members of the Association.
3. Condominium Corporation or Association. The non-profit corporation, which shall have as its members, the owners of the units and have the function of planning operation of and provisions for the mutual services required from the corporation on behalf of the condominium unit owners, including care, extension and maintenance of the General and Limited Elements.
4. Ownership. Ownership shall include the condominium apartment that undivided interest expressed as a fraction of the General Common Elements which is assigned as a part of the ownership with the specified unit, and that interest in the Limited Common Elements, the right to which passes to the condominium unit owner by purchase of the particular unit designated in the deed.
5. Assessment. The share of the funds required for the payment of common expenses which from time to time are assessed against the unit owners by the Board of Directors of the Association.

- 6. Condominium Property. The land described in the Declaration and all improvements thereof, and all easements and rights appurtenant thereto intended for use in connection with the condominium and any additions thereto, pursuant to the provisions of the Declaration.
- 7. Developer. Imperial Investment Company, a partnership, having its principal place of business in Polk County, Iowa.
- 8. General Common Elements.
 - A. The land on which the building is erected.
 -  B. The foundations, floors, exterior walls of each apartment and of the building, ceilings and roofs, garbage incinerators and in general, all devices or installations existing for common use, including underground garage, swimming pool, clubhouse and tennis courts.
 - C. Compartments or installations of central services for public utilities, common heating, and refrigeration units, water tanks, pipes and pumps servicing other than one apartment.
 - D. All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits and piping, are Genreal Common Elements notwithstanding the same are located in part within a unit.

ARTICLE II.

NAME

The name by which this condominium is to be identified is PLUMWOOD TERRACE CONDOMINIUM.

ARTICLE III.

DESCRIPTION OF LAND

The legal description of land is as follows:

Lot Three in PARKVIEW NORTH PLAT ONE, an Official Plat, now included in and forming a part of the City of Urbandale, Iowa

There is attached hereto as Exhibit "A" and hereby made a part hereof, a certified plat of survey of land submitted to the horizontal property regime and a site plan showing the location and dimensions of the buildings hereby submitted to the horizontal property regime. Each exhibit shows graphically the location of the buildings and the dimensions, area and location of common elements affording access to each unit.

ARTICLE IV.

DESCRIPTION OF APARTMENT BUILDINGS

AND IDENTIFICATION OF UNITS

AND COMMON ELEMENTS

- A. The apartment buildings consist of one building three stories in height with thirty (30) units and one building three stories in height with thirty-six units. The floor plan for each unit is set forth in exhibit "B" which is attached hereto and by this reference made a part hereof and which contains the number of each unit, its location, approximate area and number of rooms.

B. The balconies appurtenant to each unit are Limited Common Elements appurtenant to each of the units as shown and are reserved for the use of the unit appurtenant thereto, to the exclusion of the other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant. The maintenance and repair of the balconies shall be performed by the association and the costs of such maintenance and repair of the balconies shall be assessed against the individual unit that such balcony is appurtenant to.

C. The extent of the condominium unit shall be limited as follows:

1. The Condominium Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective Condominium Unit, nor shall the owner be deemed to own pipes, wire, conduits or other public utility lines running through said respective Condominium Unit, which items are by these presents hereby made a part of the Common Elements. Said owner, however, shall be deemed to own the non-bearing walls, partitions, and lighting fixtures which are contained in said owner's respective Condominium Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, and carpeting and/or floor covering or paint and windows. The Unit owner shall have the responsibility of maintenance of this area.
2. If any portion of a Condominium Unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event, the multi-family structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the Common Elements or Condominium Units as afore-described, due to construction, shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.
3. In connection with the floor plans and plat plan, identified as Exhibits A and B, the legend and notes thereon contained are incorporated herein and made a part hereof by reference.

D. Ownership of Common Elements. The fractional interest in the general common elements of the regime is set forth in Exhibit D which is attached hereto and by this reference made a part hereof.

E. The Common Elements are either "general common elements" or "limited common elements", and shall include those elements outlined in the definition of the term. All Common Elements are General Common Elements unless specifically set forth herein as Limited Common Elements. General Common Elements shall include driveways, parking areas for the automobiles of the Condominium Unit Owners, club house, tennis courts and swimming pool.

F. Principal materials.

See Exhibit "E" Attached

ARTICLE V.

VOTING

Subject to the provision and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium each Condominium Unit is entitled to one vote.

ARTICLE VI.

METHOD OF AMENDMENT OF DECLARATION


A. This Declaration may be amended at any regular or special meeting of the Association of this Condominium, called in accordance with the By-Laws, by the affirmative vote of three-fourths of the Condominium Unit Owners in the Council of Unit Owners. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording date identifying this Declaration, and said Certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this Condominium. This Certificate shall become effective upon its being recorded in the Office of the Recorder of Poik County, Iowa.

B. No amendment shall change any Condominium Unit, nor its undivided share of the Common Elements, nor a Condominium Unit's proportionate share of the common expenses or common surplus, nor the voting rights pertinent to any unit, unless all record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, and provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration. However, this paragraph is subject to the developers reserved right as to future development including the amending of this declaration and the possible change in fractional ownership in connection therewith.

C. No amendment shall change the provisions of this Declaration with respect to mortgages without the written approval of all mortgages on record.

ARTICLE VII.

BY-LAWS

 The operation of the Condominium property shall be governed by the Articles of Incorporation and By-Laws of Plumwood Terrace Owners Association. The By-Laws of said Association are attached hereto marked exhibit D and by this reference made a part hereof, and the Articles of Incorporation attached hereto, marked Exhibit C and by this reference made a part hereof.

ARTICLE VIII.

MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

- A. Assessments. The Association, through its Board of Directors shall have the power to make and collect assessments and leave, maintain, repair and replace the Common Elements, including Limited Common Elements, as provided for by the Condominium Act.
- B. Maintenance. The Board of Directors of the Condominium Corporation may enter into a contract with any firm, person or corporation, for the maintenance and repair of the Condominium Property.
- C. Liens. The Condominium Corporation shall have a lien on each condominium parcel for any unpaid Assessments, and interest thereon against the Condominium Unit Owner of such parcel, which lien shall be effective as and in the manner provided for by the Condominium Act and shall have the priorities established by said Act. The lien of the Condominium Corporation for unpaid Assessments shall also secure reasonable attorneys fees incurred by the Association in incident of such lien. Nothing herein shall deprive a firm or mortgagee of his prior lien.

D. Occupancy and use. The Apartments and Common Elements shall be occupied and used as follows:

1. The Apartments and Common Elements shall be used and occupied solely and exclusively for the purpose of a lodging or a dwelling for the Unit Owner, his family, guests, agents and tenants, as hereinafter provided, and no Apartment, in whole or in part, shall be used for any business purpose; provided that a Unit Owner may enter into a rental agreement to lease the apartment alone or together with as many other Unit Owners who so desire; provided, however, that any rental agreement or lease is specifically made subject to this Declaration and exhibits and provided further, that the Association is hereby appointed as agent for the owner for the purposes of evictions and terminations of tenancy, and for the purpose of imposing fines and penalties.
2. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Condominium Unit shall be used as a residence for a single family and for no other purpose. A Unit Owner may use a portion of his Apartment for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant.
3. There shall be no obstruction of the General Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Directors. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Apartment.
4. The parking, storing or servicing of commercial and recreational vehicles, including but not limited to, campers, trailers, motor homes, boats, disabled vehicle heavy equipment, or large unsightly equipment is prohibited. Recreational vehicles may be brought to an Apartment only so long as is reasonably required for packing and unpacking provisions for such vehicles. This paragraph is not intended to prohibit the parking and reasonable use of any licensed motorcycles, motorbikes, mopeds or similar vehicles on the paved areas of the property.
5. Nothing shall be done or kept in any Apartment or in the common Elements which will increase the rate of insurance of the building, or contents thereof, applicable for residential use without the prior written consent of the Directors. No Unit Owner shall permit anything to be done or kept in his Apartment or in the Common Elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be violation of any law. No waste will be committed in the Common Elements. Exposed garbage or trash containers or incinerators shall not be allowed on the property.
6. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings and no sign, enclosure, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, balcony, or roof or Common Elements or any part thereof, without the prior consent of the Directors.
7. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Apartment or in the Common Elements, including but not limited to dogs and cats.

8. No noxious or offensive activity shall be carried on in any Apartment or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants, cause them embarrassment or constitute a disturbance.
9. No light shall be emitted from any Apartment which is unreasonably bright or causes unreasonable glare. No sound shall be emitted on the property which is unreasonably loud or annoying. No odor shall be emitted on the property which is noxious or offensive to others. No tent or shack or other temporary building, improvement or structure shall be placed upon the property.
10. No activities shall be conducted on the property which are or might be unsafe or hazardous to any person or to the property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the property and no open fires shall be lighted or permitted on the property except cooking fires in contained barbeque units and fires required for maintenance of the property and in any and all events only when authorized by the Directors and while attended and controlled.
11. Nothing shall be done in any Apartment or in, on or to the Common Elements which will impair the structural integrity of the building, which would jeopardize the soundness or safety of the building, which would structurally change the building, except as is otherwise provided herein, or which would reduce the value of or impair easements, servitudes, rights, privileges or hereditaments belonging to or in any way pertaining to the property.
12. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
13. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Apartment therein. The right is reserved by the Developer, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Apartments, and the right is hereby given to any mortgagee, who may become the owner of any Apartment, to place such signs on any apartment owned by such mortgagee. The right is reserved by the Developer or its agent, to use any unsold apartment or apartments for sales or display purposes.
14. Nothing shall be altered or constructed or removed from the Common Elements, except upon written consent of the Directors.
15. Additional restrictions as well as more definitive restrictions may be promulgated by the Directors after giving prior notice of such action to the Condominium Unit Owners by Mail.

16.


The Directors may also promulgate penalties, both for failure to perform the restrictions set forth herein and also for failure to comply with the rules and regulations referred to in Section 15 directly above.

- E. Mortgage. No condominium Unit Owner may mortgage his Apartment or any interest therein without the approval of the Association except to a bank, life insurance company or savings and loan association. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer or Association from accepting a Purchase Money Mortgage as a part of the purchase price of an Apartment, nor prevent a Condominium Unit Owner from accepting a Purchase Money Mortgage as a part of the purchase price of an Apartment, nor prevent a Condominium Unit Owner from accepting a Purchase Money Mortgage from an approved purchaser.
- F. Mortgaged Units. Should any Condominium Unit or parcel at any time become subject to a Mortgage given as security, the holder thereof, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said Apartment or parcel, including the fee ownership thereof; provided, however, that in all respects, the provisions of the Condominium Act, shall be applicable thereto; and provided further, that nothing contained herein shall be deemed to allow or cause a severance from the Condominium Unit or the share of the Common Elements or other appurtenances of said Apartment. All provisions of a real property mortgage in favor of a Mortgagee shall take precedence over the provisions of this Declaration, particularly in terms of right to receive insurance proceeds and right to approve of companies on which insurance is written, as well as the Condominium Act requirements concerning the non-effect of prior assessments in the event of foreclosure by said Mortgagee.
- G. Developer's Reserved Rights and powers.
1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent units to any approved person approved by Developer and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of units including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises, to use common elements and to show units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals shall not be considered common elements and shall remain the separate property of Developer. Developer retains the right to be and remain the owner of completed but unsold units under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease.
 2. Easement. Developer expressly reserves perpetual easement for ingress, egress, and utility purposes as may be required across and under the land submitted hereby for expansion of the regime and in connection with any other development of the land described.
 3. Developer reserves the right to submit additional parcels of land to the regime together with apartments and improvements thereon as follows:

- A. Developer may, in his discretion by execution and recordation of the Supplemental Declaration, submit additional land and improvements to the regime; and
- B. Supplemental Declarations, when executed and filed pursuant to the submission of additional land and improvements to this regime, are and shall be automatically incorporated herein by reference and made a part hereof with like effect as though the buildings, land, units and other improvements had been submitted at the time of the execution of this Declaration. Supplemental Declarations shall be executed solely by the Developer, notwithstanding the ownership of units by others, and Developer shall have and exercise such right and power not only in its own capacity but also for all existing unit owners, and each unit owner does, therefore agree to such Supplemental Declaration and documents as may be necessary to add such additional land, buildings, units, and other improvements to this regime, and such additional construction by Developer shall in no way be deemed an interference with the ownership, use or enjoyment of any unit submitted to the regime or appurtenances thereto.
- C. No Supplemental Declaration shall effect the ownership unit assigned to the unit previously submitted to the regime; but the ownership units appurtenant to each unit submitted by Supplemental Declaration shall have the same use and effect as the ownership units appurtenant to each unit submitted by this Declaration.
- D. Nothing herein contained shall be construed to compel the Developer to submit additional lands to this regime nor to prevent the use of any land not hereby or hereafter incorporated into this regime for such purposes as they desire and as may be otherwise lawful.
- E. Notwithstanding the provisions in this article pertaining to future development, no change in the fractional ownership in the common elements by any future development shall be made ten (10) years after the date this declaration becomes effective.

ARTICLE IX.

PROCEDURE IN THE EVENT OF
DAMAGE OR DESTRUCTION

- A. In the event of damage or destruction by fire or other peril the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.
- B.  In the event the proceeds of insurance are not sufficient to repair damage or destruction as caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Association at its Common Expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Association at the expense of the owner of the affected condominium unit. ~~The ratable share of the expense of such~~ or reconstruction may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Declaration and by the By-Laws of the Association.
- C. In the event more than one-half ($\frac{1}{2}$) of the entire project is substantially damaged or destroyed by fire or other casualty and owners of three-fourths ($\frac{3}{4}$) or more of the membership units do not promptly resolve to proceed with repair or reconstruction, then and in that event the project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportions as that previously established for ownership of appurtenant undivided interest in the common elements, one unit of ownership for each unit owned, and the project shall be subject to an action for partition at the suit of the owner of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium units as herein provided, after first paying out of the share of the owner of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon such condominium unit.

ARTICLE X.

INSURANCE PROVISIONS

- A. The Association shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Property Insurance").
1. Insurance on the Condominium Project in an amount equal to the full replacement value (i.e., 100% of replacement cost) of the Condominium Project (as determined annually by the Association) and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:
 - (a) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;
 - (b) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, machinery explosion or damage, and such other insurance as the Association may from time to time determine; and

2. Public liability insurance in such amounts and in such forms as may be considered appropriate by the Association including, but not limited to, water damage legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the Condominium Project or any portion thereof; and
3. Workmen's compensation insurance to the extent necessary to comply with any applicable law; and
4. Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.

B. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association owners against each of the units. The premiums attributable to coverage on the condominium units and the Common Elements shall be apportioned among the units.

~~C.~~ The Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.

D. ✓ In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by owners of units or their mortgagees.

E. ✓ Each unit owner may obtain additional insurance at his own expense upon his condominium unit provided that no owner shall maintain insurance coverage which will tend to decrease the amount which the Association owners may realize under any insurance policy which it may have in force on Plumwood Terrace Condominium.

F. All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insured named thereof, including any and all mortgagees of the condominium units.

G. The Association shall from time to time designate an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of Plumwood Terrace Condominium. The Association may be the Insurance Trustee.

H. ✓
2. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the Condominium Project Insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium unit. The work of repairing or reconstruction of the damaged or destroyed condominium unit shall be commenced within thirty (30) days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium units was originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the condominium unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon compliance by the owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium unit in a workman like manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the

Insurance Trustee, the excess shall be paid by the owner; provided, however, that if the decision to reconstruct is not made according to the terms of Article IX C hereof, Plumwood Condominium shall be considered terminated. In the event of such termination, the Board of Directors shall have the responsibility of closing out the affairs of the Condominium Project in an orderly manner. All damaged or destroyed condominium units must be repaired or restored if:

1. Less than one-half of the entire project is damaged or destroyed; or
2. More than one-half ($\frac{1}{2}$) of the total number of condominium units are damaged or destroyed and a decision to reconstruct or rebuild damaged or destroyed condominium units is made as provided for hereinabove.

I. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

1. All policies shall be written with a company or companies licensed to do business in the State of Iowa.
2. Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor. All proceeds from an insured loss under such policy shall be held for the use and benefit of the Association and the owners of all units and their respective mortgagees as interest may appear. Such Insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and By-Laws.
3. In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual unit owner purchased as herein permitted by such owner of a condominium unit or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.
4. All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.
5. All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration and the By-Laws.
6. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, their agents and employees, the respective condominium unit owners, their residence employees and agents. Independent contractors shall not be considered agents, employees or servants of the Association or of the respective condominium unit owners within the meaning of said waiver.

7. The insurance policy shall contain a provision that the insurance shall not be prejudiced:

- ✓ (a) By any act or neglect of any occupants or owners of the building when such act or neglect is not within the control of the condominium unit owners collectively; or
- (b) By failure of the condominium unit owners collectively to comply with any warranty or condition with regard to any portion of the premises over which the condominium unit owners collectively have no control.

J. 2. The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense. Such insurance shall either be by the same carrier as that purchased by the Association pursuant to this Article or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as set forth in Section I(6) of this Article. The Developer recommends that each owner of a condominium unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the owner.

ARTICLE IX.

TAKING BY EMINENT DOMAIN

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

- A. If the condominium unit is reduced but not tenable. If the condominium unit taking reduces the size of the condominium unit, and the remaining portion of the condominium unit can be made tenable, the award for the taking of a portion of the condominium unit shall be used for the following purposes in order stated, and the following changes shall be effected in the Horizontal Property Regime:
 - 1. The condominium unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the condominium unit.

2. The balance of the award, if any, shall be distributed to the owner of the condominium unit and to each mortgagee of the condominium unit included in the mortgagee records list, the remittance being payable jointly to the owner and the mortgagees.
3. If the taking reduces the gross area of the condominium unit, the ownership unit shall be reduced on an equitable basis to be determined by the Association.

B. Condominium unit made untenable. If the taking destroys or so reduces the size of the condominium unit that it cannot be made tenable, the awards for the taking of the condominium unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Horizontal Property Regime:

1. The market value of such condominium unit immediately prior to the taking shall be paid to the owner of the condominium unit and to each mortgagee of the condominium unit included in the mortgagee roster, the remittance being payable jointly to the owner and the mortgagees.
2. The remaining portion of such condominium unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the condominium unit owners in a manner approved by the Association; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a common expense among all remaining units.
3. If the amount of the award for the taking is not sufficient to pay the market value of the condemned condominium unit to the owner, and to condition the remaining portion of the condominium unit for use as part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the condominium unit owners who will continue as co-owners of condominium units after the changes in the Horizontal Property Regime affected by the taking. In the Event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter 679 of the Code of Iowa (1977).

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

ARTICLES XII

MAINTENANCE, ALTERATION AND IMPROVEMENT

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

1. "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a unit, the buildings, the common elements, or the property in its condition as of the time of the filing of this declaration or if improved or restored after the time of such filing its condition as of the date of the completion of such improvements or restoration.
2. "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility, otherwise provided for by this Declaration or any Supplementary Declaration.

Maintenance by Association. - 14 -

1. The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as common expense except where the cost of maintenance has been specifically made the responsibility of each unit in which case, each such unit shall be assessed on an individual basis.
2. The Association shall repair incidental damage caused to a unit through maintenance by the Association and shall assess the cost thereof as a common expense.
3. If a unit owner defaults on his responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the owner of such unit and such assessment shall be collectible from the unit owner as if it were an assessment for common expenses.
4. The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to more than one unit and the cost thereof may in the discretion of the Association, either be assessed against each unit on which such costs were incurred or be assessed against all units as a common expense according to the circumstances.
5. The Association shall maintain the common plumbing lines in the buildings.

C. Maintenance by Owner.

1. Each unit owner at his own expense shall maintain the interior, including the boundary surfaces, of such unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating painting and other finishing which may at any time be necessary to maintain his unit, and shall be responsible for the maintenance of all personalty including carpets, furnishings, and appliances within such unit.
2. The owner of each unit shall be responsible for maintenance of any plumbing fixture, lighting fixtures, heating and air conditioning equipment (except that part reserved as limited common elements), refrigerators, dishwashers, disposals or ranges in or connected with such unit and for its exclusive use. The owner shall also, at his own expense, keep in a clean condition any limited common area which is for the exclusive use of his unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area or in a unit except for the repair specifically made the responsibility of the Association for damage caused to a unit through its maintenance as provided in Section B-2 of this Article.
3. The unit owner shall maintain, at his expense, any improvement or other alteration made by him.
4. The owner of each unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

- D. Alterations or Improvements by Owner. No unit owner shall make or permit to be made any structural alteration to a unit or to the building or any of the common elements, limited or general, without first obtaining written consent of the Board of Directors of the Association which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a unit the consent required by the preceding sentence shall be immediately granted upon agreement of the unit owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the building or common elements shall not be made, if,

in the opinion of the Board of Directors of the Association, such alteration would not become the integrity and appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the number of ownership units appurtenant to such unit.

- E. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors the common elements shall require addition, alterations or improvements during the fiscal year and the making of such additions, alterations or improvements shall have been approved by a majority of the ownership units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge.

ARTICLE XIII.

OWNERS

- A. No owner of a "condominium parcel" may exempt himself from liability for his assessment contribution toward the common expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.
- B. The owners of each and every "condominium parcel" shall return the same for the purpose of real estate taxes with the Tax Assessor of Polk County, Iowa, or such other future legally authorized governmental officer or authority having jurisdiction over the same.

For the purpose of including the real estate taxation, the interest of the owner of a Condominium Unit and Apartment and Common Elements shall be considered as a unit. The value of said Unit shall be equal to the fraction of undivided shares in Common Elements of the entire condominium, including land and improvements as has been assigned to said unit in Article IV of this enabling Declaration. The total of all of said fractions equals 100 percent of the value of all of the land and improvements thereon.

The fractions assigned above shall be binding upon all owners for all purposes, including real estate taxation at all time in the future and may not be amended or changed, except in connection with the submission of additional lands to the regime by the developer.

ARTICLE XIV.

TERMINATION

The provisions for termination set forth in this Declaration shall be in addition to the provisions for voluntary termination as provided for by Section 499B.16 of the Code of Iowa.

ARTICLE XV.

SEVERABILITY

If any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

ARTICLE XVI.

INDEMNIFICATION

Each member of the Association shall be indemnified by the owners against all expenses and liabilities including attorney's fees, reasonably

incurred by or imposed upon him in connection with any proceedings to which he may be a party or in which he may become involved, by reason of his being or having been an officer or director of the Association or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

ARTICLE XVII.

NOTICES

Whenever notices are required to be sent hereunder if not otherwise provided herein, the same shall be sent to the Condominium Unit owners by registered or certified mail at their place of residence in the Condominium building and to the Association by certified or registered mail at its mailing address in Polk County, Iowa, or by the same means to the address at the office of the registered agent. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him or it by written notice, in accordance with the terms and provisions of this Article.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium this _____ day of July, 1980.

IMPERIAL INVESTMENT COMPANY

IMPERIAL CONSTRUCTION INC., PARTNER

By: James L. Richey, President and Sec.

ODEN, HENSS AND THIELKING, PARTNER

JOHN L. HENSS, C.P.A., P.C.

John L. Henss
By: John L. Henss, President & Sec.

STEPHEN K. THIELKING, C.P.A., P.C.

Stephen K. Thielking
By: Stephen K. Thielking, Pres & Sec.

1993

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TO
C

INST # 100136
RECORDING FEE 2100
AUDITOR FEE _____

FILED FOR RECORD
POLK COUNTY, IOWA

94 JUN 10 P 2:49.0

TIMOTHY J. BRIEN
RECORDER

Certificate of Amendment To
Declaration of Submission of Property
To Horizontal Property Regime
PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Barb Capps, does hereby certify:
1. That the undersigned, Barb Capps, is the Secretary of Plumwood Terrace Owner's Association, an Iowa Non-Profit Corporation duly elected, qualified and acting as such.
2. That of her own knowledge the undersigned knows that the Annual Meeting of the Association was duly held on July 12, 1993, at which meeting there was present in person or by proxy 108 out of 138 unit owners, and at said meeting the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium, recorded on December 17, 1980, in Book 5063 at Page 828 of the records of the Recorder of Polk County, Iowa, as supplemented, for the following described property, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE, an Official Plat, now included in and forming a part of the City of Urbandale, Iowa, and

" An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence 80°-01'-45"E along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof."

was amended by the required 75% of the members of the Plumwood Terrace Owners Association as follows:

- A. Paragraph 1 of Article III, Board of Directors, is deleted in its entirety and the following is substituted in lieu thereof:
 - 1. The affairs of the Association shall be managed by a Board of seven (7) Directors who are owners of one or more units of the Plumwood Condominium complex.

- B. That the foregoing amendment to the By-Laws was adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium and the By-Laws of Plumwood Terrace Owner's Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this 6th day of June, 1994.

PLUMWOOD TERRACE OWNER'S ASSOCIATION

BY: Barbara Cappa
Secretary

- A. Paragraph 2 of Article III, Board of Directors, is deleted in its entirety and the following is substituted in lieu thereof:
2. At the Annual Members' Meeting, in even numbered years, four (4) Directors shall be elected and the term of office of each Director shall extend until the next even numbered annual meeting of the members at the Annual Members' Meeting. At the Annual Members' in odd numbered years, three (3) Directors shall be elected and the term of office of each Director shall be until the next odd numbered years' annual meeting and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided.
- B. That the foregoing amendment to the By-Laws is adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium and the By-Laws of Plumwood Terrace Owner's Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this 6th day of June, 1994.

PLUMWOOD TERRACE OWNER'S ASSOCIATION

BY: Barbara Capps
Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 6 day of June 1994, before me a Notary Public in and for said County and State, Personally appeared Barb Capps, who, being by me duly sworn, did say that she is the Secretary of said corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Barb Capps, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Garth B. Thomas

Notary Public



1991

1800
5063
479
W

Plumwood Terrace Condominiums

4013 N.W. 84th Street • Urbandale, IA 50322

INST. NO. 053482
POLK COUNTY, IOWA
FILED FOR RECORD 15.00

6356
267
5063
828

AT APR 04 1991
TIMOTHY T. BRIEN, Secretary
By J. Carmell

To Whom It May Concern:

Pursuant to Article VII (16) of the Declaration of Submission to Horizontal Property Regime Plumwood Terrace Condominium the Plumwood Terrace Board of Directors on January 8, 1991, established the following penalties for failure to perform the restrictions, to comply with the rules and regulations of said Declaration, the laws, or other pertinent provisions of the Condominium Act.

057307

On January 11, 1991, prior notice was given to the Condominium Unit Owners by mail. On February 12, 1991, the Directors adopted the following:

AT APR 22 1991
TIMOTHY T. BRIEN, Secretary
By J. Carmell

In the event of a violation, other than nonpayment of an assessment by the condominium unit owner, in any of the provisions of the Declaration, By-laws, or the applicable portions of the Condominium Act, the Directors may notify the condominium unit owner by written notice of such breach, transmitted by registered or certified mail, Return Receipt Requested, or by personal service and if such violation shall continue for a period of ten (10) days from the date of this notice, the Directors shall have the right to treat such violation as intentional, inexcusable and a material breach of the Declaration, By-law, or the pertinent provisions of the Condominium Act, and the directors may then, at its option, have the following elections; the choosing of one election shall not be to the exclusion of the others:

- a. Assess a fine of \$25.00 for the initial or first day of the violation, then \$5.00 for each day that the violation exists. Such penalty assessment shall become a lien on each condominium parcel and shall be governed by Article VIII(C) of the Declaration;
- b. An action at law to recover for its damage on behalf of the association or on behalf of the other condominium unit owners;
- c. An action in equity to enforce performance on the part of the condominium unit owner; or
- d. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the directors to maintain such an action at law or in equity within thirty (30) days from the date of a written request, signed by a condominium unit owner, sent to the Board of Directors, shall authorize any condominium unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act. Any violations which

BRENT R. ZIMMERMAN
SUITE 10, 8450 HICKMAN ROAD
DES MOINES, IOWA 50325
PHONE: (515) 278-0427

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BOOK 6364 PAGE 78

are deemed by the Directors to be a hazard to public health may be corrected immediately as an emergency matter.

Dated this 26th day of MARCH, 1991.

Respectfully submitted,
Plumwood Terrace Condominium

By: Rex LeCocq
Rex LeCocq, President

By: Jerry Warren
Jerry Warren, Secretary

NOT NOTARIZED AT
TIME OF RECORDING

When recorded
return to:
4813-85th Street
Urbandale, IA 50322

NOTE: For a legal description of the property effected, see Exhibit "A" attached hereto as though fully set out herein.

REFILED TO SHOW SIGNATURES WERE NOTARIZED

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, POLK COUNTY, ss:

On this 26th day of March, 19 91 before me, the undersigned,

a Notary Public in and for the State of Iowa, personally appeared Rex LeCocq and Jerry Warren, to me personally known, who being by me

duly sworn, did say that they are the President and Secretary respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that said instrument was signed (and sealed) on behalf of the corporation by authority of its Board of Directors; and that Rex LeCocq and Jerry Warren as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.



LYLE KLUMBE
NOTARY PUBLIC
3/16/92

Lyle Klumbe

IOWA STATE BAR
Official Form No. 172
This Printing May, 1988

Notary Public in and for said State
(Sections 558.28 and 558.38, Code of Iowa)

Acknowledgment: For use in the case of corporations

All Condominium units in Buildings "A", "B", "C" and "D" and the corresponding interest in the common elements all shown in the Declaration of Submission of Property to Horizontal Regime for PLUMWOOD TERRACE CONDOMINIUM, appearing in Book 5063, Page 828, being a horizontal property regime pursuant to the provisions of Chapter 499B of the 1979 Code of Iowa, covering the following real estate, to-wit:

Lot Three (3) in Parkview North Plat One, an Official Plat, now included in and forming a part of the City of Urbandale, Polk County, Iowa, and

An irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence $N89^{\circ}-58'-15"E$, along the South Line of said Lot 4, 140.0 feet, thence $N74^{\circ}-58'-15"E$, 144.22 feet, thence $N15^{\circ}-01'-45"W$, 483.88 feet, more or less, to the North Line of said Lot 4, thence $S89^{\circ}-58'-15"W$, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence $S0^{\circ}-01'-45"E$, along the West Line of Said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof", and

An Irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Commencing at the S.W. Corner of said Lot 4, thence $N89^{\circ}-58'-15"E$, along the South Line of said Lot 4, 140.0 feet, thence $N74^{\circ}-58'-15"E$, 144.22 feet, to the POINT OF BEGINNING, thence continuing $N74^{\circ}-58'-15"E$, 200.0 feet, thence $N15^{\circ}-01'-45"W$, 430.29 feet, more or less, to the North Line of said Lot 4, thence $S89^{\circ}-58'-15"W$, along the North Line of said Lot 4, 207.05 feet, thence $S15^{\circ}-01'-45"E$, 483.88 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof. Said tract of land is also subject to and together with a Ingress and Egress Easement over and across the following described tract of land; The Center Line of 27.0 foot Wide Ingress and Egress Easement is described as Commencing at the Tangent Intersection of the North line of said Lot 4 and the West Line of said Lot 4, thence $S0^{\circ}-01'-45"E$, along the West Line of said Lot 4, 500.0 feet, to the POINT OF BEGINNING of said 27.0 Foot Wide Ingress and Egress Easement, thence $N89^{\circ}-58'-15"E$, 100.0 feet, thence Easterly and Northerly, along a 303.83 Foot Radius Curve, to the Left, 79.54 feet, thence $N74^{\circ}-58'15"E$, 302.98 feet, to the end of said 27.0 Foot Wide Ingress and Egress Easement."

BOOK 6356 PAGE 869

BOOK 6364 PAGE 80

Certificate of Amendment To
 Declaration of Submission of Property
 To Horizontal Property Regime
 Plumwood Terrace Condominiums

The undersigned, Rick L. Winget, does hereby certify:

1. That the undersigned, Rick L. Winget, is the Secretary of Plumwood Terrace Owners Association, an Iowa Non-Profit Corporation, duly elected, qualified and acting as such.

2. That of his own knowledge the undersigned knows that a Special Meeting of the Association was held on August 28, 1988, at which meeting there was present in person or by proxy 104 of 138 unit owners, and at said meeting the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium, recorded on December 17, 1980, in Book 5063 at Page 828 of the records of the Recorder of Polk County, Iowa, as supplemented, for the following described property, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE,
 an Official Plat, now included in and forming
 a part of the City of Urbandale, Iowa, and

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence N89 -58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74 -58'-15"E, 144.22 feet, thence N15 -01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89 -58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0 -01'-45"E, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof."

was amended by the required 75 percent of the members the following Articles and Bylaws:

A. Article III of the Bylaws, recorded at Book 5063 at Pages 863-864, is amended by adding a new paragraph as follows:

"12. A director of this Association shall not be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Association or its members; (ii) for acts or omissions not in good faith or which i

involve intentional misconduct or a knowing violation of law; or (iii) for any transaction from which the director derived an improper personal benefit."

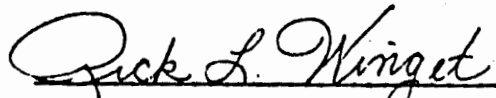
B. Article IV of the Declarations, recorded at Book 5063 at Page 830, is amended by adding a new paragraph to Section B as follows:

"1. If Owner desires to enclose balcony area, it shall be enclosed according to the approved plan on file with the association. No other designs will be permitted. Enclosed area shall not be considered Limited Common Area. If the balcony is enclosed the owner shall be responsible for the maintenance and repair of the enclosure and enclosed area which includes, but not limited to, enclosed area, panels, railing and recessed area created by panels. Owner shall insure the enclosure and enclosed area. Each owner must furnish the Association a licensed structural engineer or architect's opinion as to the structure acceptance of such addition prior to beginning installation. The Board will select the balcony plan."

3. That the foregoing amendments to the Declaration and Bylaws were adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium and the Bylaws of Plumwood Terrace Owners Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this 26 day of September 1988.

Plumwood Terrace Owners Association


Rick L. Winget, Secretary

STATE OF IOWA)
COUNTY OF POLK) ss.

On this 22nd day of September 1988, before me a Notary Public in and for said County and State, personally appeared Rick L. Winget, who, being by me duly sworn, did say that he is the Secretary of said corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Rick L. Winget, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.



Marie E. Hutcheson
Notary Public

Jan 1983

SECOND SUPPLEMENTAL DECLARATION OF
SUBMISSION OF PROPERTY TO
HORIZONTAL PROPERTY REGIME
PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Central Iowa Real Estate Financing Corporation, an Iowa Corporation, being the Successor Developer of Plumwood Terrace Condominium, a Horizontal Property Regime submitted to condominium ownership pursuant to Chapter 499B of the Code of Iowa, as filed for record on December 17, 1980, in Book 5063 beginning at Page 828 of the records of the Recorder of Polk County, Iowa, and as supplemented and amended, hereby states and declares that the following described land, together with improvements thereon, is submitted to the Regime as an addition thereto, the same to take effect when filed for record in the office of the recorder of Polk County, Iowa:

"An irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Commencing at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, to the POINT OF BEGINNING, thence continuing N74°-58'-15"E, 200.0 feet, thence N15°-01'-45"W, 430.29 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 207.05 feet, thence S15°-01'-45"E, 483.88 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof. Said tract of land is also subject to and together with a Ingress and Egress Easement over and across the following described tract of land; The Center Line of 27.0 Foot Wide Ingress and Egress Easement is described as Commencing at the Tangent Intersection of the North Line of said Lot 4 and the West Line of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 500.0 feet, to the POINT OF BEGINNING of said 27.0 Foot Wide Ingress and Egress Easement, thence N89°-58'-15"E, 100.0 feet, thence Easterly and Northerly, along a 303.83 Foot Radius Curve, to the Left, 79.54 feet, thence N74°-58'-15"E, 302.98 feet, to the end of said 27.0 Foot Wide Ingress and Egress Easement."

In order that the original Declaration as set forth above and all previous amendments and supplements accurately reflect the inclusion of said additional land in the Regime, the following amendments are hereby adopted:

1. Article III, Description of Land, is amended in part by deleting the legal description set forth therein and substituting in lieu thereof the following:

Lot Three in PARKVIEW NORTH PLAT ONE,
an Official Plat, now included in and
forming a part of the City of Urbandale,
Iowa, and

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof", and

"An Irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Commencing at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, to the POINT OF BEGINNING, thence continuing N74°-58'-15"E, 200.0 feet, thence N15°-01'-45"W, 430.29 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 207.05 feet, thence S15°-01'-45"E, 483.88 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof. Said tract of land is also subject to and together with a Ingress and Egress Easement over and across the following described tract of land; The Center Line of 27.0 Foot Wide Ingress and Egress Easement is described as Commencing at the Tangent Intersection of the North Line of said Lot 4 and the West Line of said Lot 4, thence S0°-01'-45"E, along the West Line of said

Lot 4, 500.0 feet, to the POINT OF BEGINNING of said 27.0 Foot Wide Ingress and Egress Easement, thence N89°-58'-15"E, 100.0 feet, thence Easterly and Northerly, along a 303.83 Foot Radius Curve, to the Left, 79.54 feet, thence N74°-58'-15"E, 302.98 feet, to the end of said 27.0 Foot Wide Ingress and Egress Easement."

2. Article IV, Description of Apartment Buildings and Identification of Units and Common Elements, is amended in part as follows:

a. Article IV A. is deleted in its entirety and the following is substituted in lieu thereof:

"The apartment buildings consist of one building three stories in height with thirty (30) units and three buildings three stories in height with thirty-six (36) units. The floor plan for each unit is set forth in Exhibit "B" which is attached hereto and by this reference made a part hereof, and which contains the number of each unit, its location, approximate area and number of rooms."

b. Exhibit B-13 is deleted in its entirety and the attached Exhibit B-13, which by this reference is made a part hereof, is substituted in lieu thereof.

3. This Second Supplemental Declaration of Submission of Property to Horizontal Property Regime, when filed for record in the Office of the Recorder of Polk County, Iowa, shall be automatically incorporated in the original Declaration referred to above, with like effect as though the additional land and improvements had been submitted at the time of the original Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Second Supplemental Declaration of Property to Horizontal Property Regime this _____ day of January, 1985.

Central Iowa Real Estate Financing Corporation

By: _____
Stephen K. Thielking, President

By: _____
A.P.W. Thielking, Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of January, 1985, before me, a Notary Public in and for said County and State, personally appeared Stephen K. Thielking and A.P.W. Thielking, who, being by me duly sworn, did say that they are the President and Secretary of Central Iowa Real Estate Financing Corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Stephen K. Thielking and A.P.W. Thielking, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and them voluntarily executed.

Notary Public in and for said County and State

BUILDING A

<u>Unit Number</u>	<u>Fractional-Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	1008
7	1/138	4	960
8	1/138	4	960
9	1/138	4	949
10	1/138	4	949
11	1/138	4	949
12	1/138	4	949
13	1/138	4	960
14	1/138	4	960
15	1/138	4	960
16	1/138	4	1008
17	1/138	4	960
18	1/138	4	960
19	1/138	4	949
20	1/138	4	949
21	1/138	4	949
22	1/138	4	949
23	1/138	4	960
24	1/138	4	960
25	1/138	4	960
26	1/138	4	1008
27	1/138	4	960
28	1/138	4	949
29	1/138	4	949
30	1/138	4	949

BUILDING B

<u>Unit Number</u>	<u>Fractional-Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	960
7	1/138	4	960
8	1/138	4	1008
9	1/138	4	960
10	1/138	4	960
11	1/138	4	949
12	1/138	4	949
13	1/138	4	949
14	1/138	4	949
15	1/138	4	960
16	1/138	4	960
17	1/138	4	960
18	1/138	4	960
19	1/138	4	1008
20	1/138	4	1008
21	1/138	4	960
22	1/138	4	960
23	1/138	4	949
24	1/138	4	949
25	1/138	4	949
26	1/138	4	949
27	1/138	4	960
28	1/138	4	960
29	1/138	4	960
30	1/138	4	960
31	1/138	4	960
32	1/138	4	1008
33	1/138	4	960
34	1/138	4	960
35	1/138	4	949
36	1/138	4	949

BUILDING C

<u>Unit Number</u>	<u>Fractional-Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	960
7	1/138	4	960
8	1/138	4	1008
9	1/138	4	960
10	1/138	4	960
11	1/138	4	949
12	1/138	4	949
13	1/138	4	949
14	1/138	4	949
15	1/138	4	960
16	1/138	4	960
17	1/138	4	960
18	1/138	4	960
19	1/138	4	960
20	1/138	4	1008
21	1/138	4	960
22	1/138	4	960
23	1/138	4	949
24	1/138	4	949
25	1/138	4	949
26	1/138	4	949
27	1/138	4	960
28	1/138	4	960
29	1/138	4	960
30	1/138	4	960
31	1/138	4	960
32	1/138	4	1008
33	1/138	4	960
34	1/138	4	960
35	1/138	4	949
36	1/138	4	949

BUILDING D

<u>Unit Number</u>	<u>Fractional Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	960
7	1/138	4	960
8	1/138	4	1008
9	1/138	4	960
10	1/138	4	960
11	1/138	4	949
12	1/138	4	949
13	1/138	4	949
14	1/138	4	949
15	1/138	4	960
16	1/138	4	960
17	1/138	4	960
18	1/138	4	960
19	1/138	4	960
20	1/138	4	1008
21	1/138	4	960
22	1/138	4	960
23	1/138	4	949
24	1/138	4	949
25	1/138	4	949
26	1/138	4	949
27	1/138	4	960
28	1/138	4	960
29	1/138	4	960
30	1/138	4	960
31	1/138	4	960
32	1/138	4	1008
33	1/138	4	960
34	1/138	4	960
35	1/138	4	949
36	1/138	4	949

Aug 1983

Certificate of Amendment To
Declaration of Submission of Property
To Horizontal Property Regime
PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Robert E. Atwood, deos hereby certify:

1. That the undersigned, Robert E. Atwood, is the Secretary of Plumwood Terrace Owner's Association, an Iowa Non-Profit Corporation, duly elected, qualified and acting as such.

2. That of his own knowledge the undersigned knows that the Annual Meeting of the Association was duly held on August 3, 1983, at which meeting there was present in person or by proxy 80 out of 102 unit owners, and at said meeting the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium, recorded on December 17, 1980, in Book 5063 at Page 828 of the records of the Recorder of Polk County, Iowa, as supplemented, for the following described property, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE,
an Official Plat, now included in and
forming a part of the City of Urbandale,
Iowa, and

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows; Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof."

was amended by unanimously amending by resolution the By-Laws of Plumwood Terrace Owner's Association as follows:

A. Paragraphs 1 and 2 of Article III, Board of Directors, are deleted in their entirety and the following is substituted in lieu thereof:

"1. The affairs of the Association shall be managed by a Board of seven (7) Directors, consisting of five directors who are owners residing in the Plumwood Condominium complex, one director who is an owner not residing in the Plumwood Condominium complex, and, until such time as the complex is completed, one director who is a representative of the developer. When the Plumwood Condominium complex is completed, the Board of Directors shall consist of six directors who are owners residing in the Plumwood Condominium complex and one director who is an owner not residing in the Plumwood Condominium complex.

2. At each Annual Members' Meeting, seven (7) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided."

B. Article VI, Fiscal Management, is amended by adding as paragraph nine (9) the following:

"9. The President shall appoint an audit committee of not less than three (3) members to review the books of the association for the previous fiscal year and report on their completeness, accuracy and appropriateness to the members."

3. That the foregoing amendments to the By-Laws were adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal

Property Regime, Plumwood Terrace Condominium and the By-Laws of Plumwood Terrace Owner's Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this _____ day of August, 1983.

Plumwood Terrace Owner's Association

By: _____
Robert E. Atwood, Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of August, 1983, before me a Notary Public in and for said County and State, personally appeared Robert E. Atwood, who, being by me duly sworn, did say that he is the Secretary of said corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Robert E. Atwood, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him and by it voluntarily executed.

Notary Public in and for said
County and State.