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 JOAN MCCALMANT RECORDER

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Send Tax Statement to:  
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 c/o Dimensions in Senior Living  
 17220 Wright Street Suite 200  
 Omaha, Ne 68130

**DECLARATION OF SUBMISSION OF PROPERTY**  
**TO**  
**HORIZONTAL PROPERTY REGIME**  
**FOR**  
**VILLAGE PLACE CONDOMINIUMS**

Dated: December 11, 2006

Grantor:  
 Tapestry Village Place Independent Living,  
 LLC

Grantee:  
 Tapestry Village Place Independent Living,  
 LLC

Legal Description:

Lot 2, R.E.M. First Addition to the City of Marion, Linn County, Iowa, together with all easements and appurtenances thereto and subject to easements, covenants and restrictions of record

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PREAMBLE

The undersigned, Tapestry Village Place Independent Living, LLC, hereinafter referred to as Village Place, hereby executes this Declaration of Submission of Property to a Horizontal Property Regime to be known as Village Place Condominiums, all pursuant to Iowa Code Chapter 499B the same to take effect when filed for record in the office of the Linn County, Recorder.

ARTICLE 1 PURPOSE AND CERTAIN DEFINITIONS

1.1 Purpose. The purpose of this Declaration is to submit and convey the lands hereinafter described and the apartment building and other improvements constructed thereon to the condominium form of ownership and use pursuant to Iowa Law.

1.2 Definitions. The terms employed shall have the meanings given them in Chapter 499B, of the 2005 Code of Iowa, unless the context or the more particular provisions of any condominium document requires a different one. Certain terms are used as follows:

1.2.1 Plural and Gender. All words or phrases shall be taken to include the singular or plural, according to context, and to include the female, male, or neuter gender, as may be applicable.

1.2.2 Successors. Reference to Village Place, owner or to any entity or association shall include the respective successors, grantees and assigns thereof.

1.2.3 Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense, and use of the future tense shall include the past or present tense, as may be applicable, particularly where the subject matter relates to completion of any improvement that has not been or already has been completed, as the case may be.

1.2.4 Apartment or Unit. The terms "apartment" and "unit" are used interchangeably unless a different construction is specifically spelled out or required by the context. An apartment or unit means, generally, an area defined by surfaces or planes which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.

1.2.5 Buildings. The term "buildings" as used herein, shall mean and include the four-story apartment structure constructed on the real estate hereinafter described.

1.2.6 Condominium Documents and Property. This Declaration and all Exhibits attached hereto constitute the Condominium Documents. The terms "condominium property" or "the property" include all property, real, personal or mixed, including such as are sometimes referred to as "facilities" submitted now or hereinafter to the Regime, or owned by the Association, if context requires, other than the sole personal property of Village Place or any owner.

1.2.7 Village Place Owners Association. The council of the owners of the apartments submitted to this Regime, sometimes referred to as the Association.

1.2.8 By-Laws. The By-Laws of Village Place Owners Association Owners Association.

1.2.9 Developer. All references to the "Developer" or to "Village Place its successors and assigns" shall refer to Tapestry Village Place Independent Living, LLC, together with any subsequent holder of Development Rights arising under to this Agreement.

ARTICLE 2 DESCRIPTION OF LAND AND BUILDINGS  
PRINCIPAL MATERIALS

2.1 Land. The land hereby conveyed and submitted to the Horizontal Property Regime is situated in Linn County, Iowa, and is legally described as follows:

Lot 2, R.E.M. First Addition to the City of Marion, Linn County, Iowa, together with all easements and appurtenances thereto and subject to easements, covenants and restrictions of record

2.2 Site Plan. A Site Plan showing the location of the buildings hereby submitted is attached hereto as Exhibit A. Exhibit A further shows graphically the location, dimensions and area of certain common elements either as they now exist or as they are proposed.

2.3 Access. Exhibit A shows the location of Marion Boulevard, which is a public street in the City of Marion, Iowa, together with a nonexclusive access easement over Lot 1, R.E.M. First Addition to the City of Marion, Linn County, Iowa, which provide ingress and egress from the building and land.

2.4 Particulars of the Buildings. There is attached hereto as Exhibit B a drawing showing the building floor plans for the building comprising this condominium.

2.5 Principal Materials. The principal materials used in construction of the building are shown in the Building Plans attached as Exhibit B.

2.6 Variations in Principal Materials. Variations in principal materials may be encountered depending on availability of materials, job site circumstances, and actual construction practices.

2.7 Enlargement of Condominium Property. Village Place, and its successors and assigns, may enlarge the condominium property submitted to the Regime to include additional land and buildings to be constructed thereon. This enlargement of the condominium property shall be accomplished by Village Place or its successors in interest, files, in the office of the Recorder of Linn County, Iowa, a written election to do so. Said election shall state Village Place's intention and shall describe the additional real estate to be added and shall further describe the additional buildings to be submitted to the Regime. If Village Place elects to enlarge the condominium property as herein provided, Village Place shall file, in the office of the Recorder of Linn County, Iowa, within a reasonable time after filing said election, an amendment to this Declaration of Submission of Property to Horizontal Property Regime for this condominium. Said amendment shall conform to all material respects to the requirements of Iowa Code Chapter 499B.

ARTICLE 3 LEGAL DESCRIPTION OR IDENTIFICATION OF APARTMENTS  
AND THE COMMON ELEMENTS BY PLAN AND  
NUMBER: CERTIFICATES

3.1 Plans and Exhibits Attached. The location of each apartment within the apartment buildings, the number of rooms for each apartment and the dimensions thereof, and the area of the apartments, the common area to which each apartment has access, the particulars of the apartment building and the dimensions, area and location of all common elements affording access to each apartment or otherwise are all shown and depicted by survey, plans and/or graphically insofar as possible, by Exhibits A and B.

3.2 Complete Plans and Certificate. There is also attached hereto, as Exhibit C, pursuant to Section 499B.6 of the 2005 Code of Iowa, the certificate of the Land Surveyor and Professional Engineer that Exhibits A and B hereto attached constitute a correct representation and legal description of the land, building and other improvements of this condominium, and that there can be determined therefrom the identification, location and dimensions and sizes, insofar as possible, for each apartment and/or the common elements of the Condominium regime.

3.3 Identification of Apartments by Number and/or Letter. Each apartment may be identified by Unit number and such designation, the location of each apartment is set forth in Exhibit B.

#### ARTICLE 4 DESCRIPTION - DEFINITION OF COMMON ELEMENTS AND APARTMENTS

This condominium, consists of apartments which are separate parcels of real estate, individually owned by the owners thereof, and of common property (sometimes referred to as "common elements") which is owned in common by the owners of the respective apartments. The common elements are either "general common elements" or "limited common elements", and the same together with the apartments, are described and defined as follows:

4.1 General Common Elements. The general common elements include, without being limited thereto:

- 4.1.1 all property defined as such in Iowa Code § 499B2(4)
- 4.1.2 the land, described in paragraph 2.1 above, and all private driveways, sidewalks, paths, landscaping and plantings,
- 4.1.3 outside lighting system,
- 4.1.4 all ventilation and exhaust systems,
- 4.1.5 the first floor Kitchen and Dining Room, and facilities related thereto,
- 4.1.6 the Atrium, Sun Porch, Vestibule and Canopy, Craft Room, Game Room, Television Lobby, all storage rooms, Laundry/Vending rooms, Refuse area, Offices, foyers and corridors, the covering thereof.
- 4.1.7 stairways, the elevator, walls, the lighting system and fixtures of the common areas,
- 4.1.8 fire extinguishers, gutters and down spouts, areaways, the chimneys and fresh air ducts,
- 4.1.9 the general heating and air conditioning systems, Mechanical and Electrical rooms, equipment for the common areas and the doors to foyers
- 4.1.10 all structural elements of the building, including the foundation, slabs, exterior walls, roof and attic, interior load-bearing walls, walls dividing apartments and walls separating apartment from the corridor or other common area, floors dividing apartment levels, and other structural elements of the building
- 4.1.11 all sewer, water, electrical, gas, telephone cable television, computer network and other utility or service lines, wiring, ducts, conduits, piping, facilities or systems for purposes of utility or other services, such as ventilation, exhaust, heating, air and air conditioning, to or for an apartment, notwithstanding the same are located in part within an apartment as hereinafter defined, so long as the same is connected to any such wiring, line and the like
- 4.1.12 easements to apartments for all such lines, wiring, ducts and the like, above-referred to, for the furnishing of utility and other services or systems to the other apartments and to the common property and easements of support in every portion of an apartment which contributes to the support of the improvements.

4.2 Limited Common Elements. The limited common elements include such common property which is classified as limited by Iowa Code § 499B.2(5). The common property which is specified and determined to constitute a limited common element for the use of an apartment includes, but is not limited to mail boxes and all fixtures or attachments, machines and equipment, excluding the lines, wiring, ducts and the like used in connection therewith, servicing a single apartment Mail boxes.

4.3 Apartments. Each apartment shall consist of the area between the interior surfaces of its perimeter walls (including windows and sliding doors or windows, and including the interior surfaces of the exterior door(s), and between the lower surface of the ceiling and the upper surface of the base floor material. In all cases, an apartment shall include and be defined by the surfaces referred to and include any non-load-bearing partitions within, 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 apartment for the purpose of separate ownership of such apartment.

#### ARTICLE 5 IDENTIFICATION OF PERCENTAGE INTEREST OF EACH UNIT IN COMMON ELEMENTS; VOTING RIGHTS;

5.1 Percentage of Ownership Interest The owner of each apartment shall own as an appurtenance thereto a undivided 1/80th interest in the lands and other common elements of the Regime, both limited and general. Such undivided interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to the particular apartment..

5.2 Voting Rights. The undivided interest appurtenant to the apartment is also expressed and may be exercised in terms of the number of votes the owner may cast as such owner or as a member of the Association. The total number of votes outstanding and entitled to be cast by the owners of the eight apartments is eighty and each owner, as such, and as an Association member, shall be entitled one vote. In those portions of the condominium documents dealing with determinations to be made by the owners, as such, or as members of the Association, a requirement that a stated percentage of votes is necessary is equivalent to a requirement that owners who own in the aggregate such stated percentage of the total percentage interest in the common elements must vote in favor of the question or take or approve the proposed action.

#### ARTICLE 6 DEVELOPERS RIGHTS AND POWERS

6.1 Village Place's Activities and Unit Ownership. Village Place, its successors and assigns, is irrevocably and perpetually empowered, notwithstanding any other use restrictions or other provisions of the condominium documents to the contrary, to sell, lease or rent apartments owned by Village Place to any person. Village Place shall have the right to transact any business relating to construction, sale, lease or rental of the units, including, but not limited to the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show apartments. A management office, signs and all items and equipment pertaining to sales or rentals or other facilities furnished by Village Place shall not be considered common elements and shall remain separate property of Village Place. Village Place retains the right to be and remain the owner of completed but unsold apartments, all under the same terms and conditions as other owners including membership in the Association, save for this right to sell, rent, or lease. In addition, apartments owned by Village Place, and the assignee of Village Place with respect to Development Rights under this Declaration, shall be subject only to assessment and lien for "current expenses" of the Association as distinguished from assessments for "reserves" or "emergencies", as referred to in the By-Laws of the Association, and Village Place shall furthermore have the option of either paying such current expense assessment on unsold apartments, or, in lieu thereof, to make up any deficiencies existing in the current operational and maintenance expense of the regime. If Village Place makes up such deficiencies, the lien of any assessments against Village Place's apartment shall be automatically discharged but the Association upon request, shall satisfy or release such lien in writing.



6.2 Construction of Building. The construction of apartments shall be in accordance with the terms of this Declaration and the plans and Exhibits attached hereto, except Village Place reserves the right, on its own initiative, or pursuant to agreement with the owner of a particular apartment, or at the insistence of mortgagees, any insurance carrier, the professional engineer or the public authorities, to make or authorize variations therefrom or adjustments of any insubstantial character which are not meaningfully prejudicial to the rights of owners and do not materially affect such rights or the value of an apartment, which variations or adjustments are permitted without necessity of consent by other owners and shall not constitute an amendment to this Declaration. Variations which do materially affect such rights or values shall be limited to change in the location of the condominium or a reduction in size or change in the location, physical layout or design of an apartment, except that slight deviations required by construction or arising from the installation of the walls and/or partitions, changes in the location or design of a non-load-bearing partition, closets or other feature within an apartment, and slight variations in the location of the condominium which an accurate survey would show are permitted and the right to make the same reserved by Village Place.

ARTICLE 7 APPURTENANCES TO APARTMENT OWNERSHIP AND  
TRANSFER THEREOF; SUBDIVISION

7.1 Appurtenances. The ownership of each apartment shall include all of the appurtenances thereto, including, but not limited to, the following:

7.1.1 Undivided Interest in Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each apartment the ownership thereof, an undivided 1/80th interest of ownership in or liability for (1) the general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of the Association and (4) the common expenses and liabilities of the Association.

7.1.2 Encroachment Easements. If any portion of the common elements encroaches upon any apartment or any other portion of the common elements, or if any apartment encroaches upon any other apartment, or upon any portion of the common elements upon completion of construction, or if any encroachments shall occur thereafter as a result of shifting or settling of the buildings or from alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements or an apartment or after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the buildings, common elements and apartments exist.

7.1.3 Cross-Easements. The appurtenances shall include, so long as the buildings, common elements and apartments, easements from each apartment, and owner, and to the Association and from the Association to the respective apartment owners as follows:

7.1.3.1 Ingress, Egress and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the apartments and through the common areas and the apartments for purposes of maintenance, repair, replacement or reconstruction of each as authorized.

7.1.3.2 Support. Every portion of an apartment contributing to the support of the apartment building, is burdened with an easement of support for the benefit of all other apartments and the common elements in or of the buildings.

7.1.3.3 Utility and Other Services. Easements are reserved through the apartments and common elements for conduits, ducts, plumbing, wiring, piping and other facilities to the other apartments and common areas, provided such easements through an apartment shall be only according to the plans and specifications for the buildings as and if varied during construction as herein permitted, unless otherwise agreed by the apartment owner.

7.1.4 Possession and Use of Apartment, Including Air Space. In addition to the fee simple ownership of an apartment there shall be, as an appurtenance thereto, an exclusive easement for the possession and use of the air or room space within that

apartment, as the same exist from time to time, or as altered or reconstructed from time to time, subject to necessary and authorized easements for maintenance, repair and the like, which appurtenance shall be terminated automatically in the event of termination of the Regime.

7.2 Assignment or Transfer of Appurtenances; Severance. The ownership of each apartment includes, and there shall pass and be transferred in the event of transfer of ownership of such apartment, as a parcel of realty or of any owner's right, title or interest therein, whether by Deed, Mortgage or by other instrument or otherwise than by an instrument, all of the appurtenances thereto, whether enumerated and separately described or not; and no part of the appurtenances of the apartment may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of the apartment itself, or all apartments in the Regime.

7.3 Subdivision. No apartment shall be subdivided.

#### ARTICLE 8 MANAGEMENT OF REGIME

8.1 Council of Co-Owners; Membership, Vote or Other Action of Owners. The business and affairs of the Regime shall be governed and managed by Village Place Owners Association (sometimes referred to herein as the "Association"), an unincorporated association comprises of all of the owners of units within this Condominium, which constitute the council of the co-owners of Condominium, all as provided in Iowa Code § 499B.2(3). All owners of apartments shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of apartment owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association and the By-Laws.

8.2 Subsequent Incorporation. Village Place, or its successors and assigns, may at any time subsequent to the recording of this declaration, at its sole option, incorporate the Association as a non profit corporation or other separate entity, under Iowa law other applicable jurisdiction.

8.3 Agreements and Compliance. All owners, tenants, families, guests and other persons using or occupying the Regime shall be bound by and strictly comply with the provisions of the By-Laws of the Association hereto attached as Exhibit D and all provisions of the other condominium documents, and all rules and regulations and all agreements and determinations lawfully made by the Association and its Directors officers, or agents. Failure to comply with the provisions of this Declaration, the By-Laws duly adopted condominium rules, or the provisions of the other condominium documents or any agreements or determinations thus lawfully made shall be grounds for an action to recover sums due for damages, including legal fees on the part of the Association, for mandatory or other injunctive relief, and the employment of one such remedy shall not constitute the waiver of any other.

8.4 Included Powers; Foreclosure of Lien, Waiver of Partition. Each owner agrees that the Association has, and shall exercise, all power, rights and authority granted unto it by chapters 499B of the 2005 Code of Iowa, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on apartments for any common expense, and the right to foreclose the lien thereof and acquire an apartment at foreclosure sale to lease, mortgage or convey the same, but such acquisition shall be on behalf of all apartment owners, all of whom, however, shall be deemed to have waived all rights of partition with respect thereto.

8.5 No Avoidance by Waiver of Use; Right of Entry. The liability of an owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of an apartment for which the assessment is made. Except in the event of an emergency, the Association shall have the right exercisable at reasonable hours to enter an apartment, as may be necessary or advisable to exercise its rights or responsibilities. In the event of an emergency, the Association shall have the right to enter an apartment, at any time, as may be necessary or advisable to exercise its rights or responsibilities.

8.6 Management Contract. Pursuant to authority granted in its by-Laws, the Association may enter into a Contract for professional management of its affairs, and the management fee and other obligations thereof or of any subsequent management Contract shall be a common expense.

#### ARTICLE 9 MAINTENANCE, ALTERATION AND IMPROVEMENTS

9.1 Terms. Although the use of one shall not be deemed to exclude the applicability of another, unless specifically so stated or required by the context, certain terms not susceptible to precise delineation are employed in the Article as follows:

- 9.1.1 "Maintenance" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when constructed and completed by Village Place;
- 9.1.2 "Alteration" relates to changes from such state other than maintenance;
- 9.1.3 "Improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration.

The provisions of this Article are applicable when the work is done or required and is not caused by a specific casualty or event and shall also apply in the event of maintenance, alteration or improvement necessitated by a specific casualty or event, unless different provision is specifically made in the condominium documents dealing with such contingencies.

#### 9.2 Maintenance by Association.

9.2.1 All common elements and facilities, limited or general, shall be maintained by the Association as a common expense, unless responsibility is otherwise imposed on the apartment owner by Paragraph 9.3 or otherwise.

9.2.2 Incidental damage caused within an apartment through maintenance by the Association shall be repaired by the Association as a common expense.

9.2.3 If an apartment owner defaults in his or her responsibilities in maintenance, the Association shall assume the same as a common expense and levy a special assessment against the apartment owner, collectible as other assessments.

#### 9.3 Maintenance by Owner.

9.3.1 It shall be the responsibility of each apartment owner, after Village Place has deeded the apartment to the owner, at his or her own expense, to provide all maintenance of and within his or her apartment as defined in Paragraph 4.3, and including maintenance of non-load-bearing partitions, of the interior surfaces of the walls, ceilings, doors, windows, cabinets, sliding glass doors and floors, which define the apartment, and of any finished or additional surfaces or materials installed by Village Place and/or the apartment owner, such as carpets, wallpapering, countertops, painting or staining, or other floor, wall or ceiling or other covering of any kind. The owners will also maintain all plug-in appliances and other personalty of any kind within the apartment.

9.3.2 The apartment owner, at his or her expense, shall be responsible for maintenance of any patio adjacent to his or her apartment, and the sliding glass door thereto, all other doors or windows and all limited or general common elements within the apartment. The owner shall maintain and replace all equipment, machines and attachments and fixtures within the apartment, irrespective of whether the same are or might be regarded as personalty or real estate, or as common elements for other purposes, such as air-conditioning and heating equipment or units, ranges, refrigerators, fans water heaters or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to the apartment. It is understood that the owner shall be responsible for the maintenance of wiring, piping, conduits, ducts and other service elements within the apartment and of the air conditioning unit, compressor and connections thereto servicing his or her apartment, even though situated without.

9.3.3 The apartment owner shall likewise maintain, at his or her expense, any improvements or alterations subsequently added by him or her and it shall be his

or her duty to perform said maintenance without disturbing the rights of other apartment owners and to report promptly to the Association any defects or need for repairs which are the initial responsibility of the Association, or as to which the Association otherwise has authority to maintain.

9.4 Responsibility of Owner; Insurance Proceeds. The owner of an apartment shall be responsible and liable for the expense of any maintenance rendered necessary by his act, neglect or carelessness or that of his family, guests, or employees, agents or lessees, which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association from being applied to discharge such expense, in whole or in part, provided, further, nothing herein stated shall be construed to modify the subrogation rights of or any modification thereof by insurance companies.

9.5 Maintenance Involving More Than One Apartment. If maintenance is required involving more than one apartment, the Association, in order to provide centralized direction, may assume responsibility therefor and provide for the same, in whole or in part, as a common expense assessable to all owners.

9.6 Alterations or Improvements by Apartment Owners. No apartment owner shall make any alteration of or improvement to any apartment, or to any of the common elements or remove any portion thereof without approval of the Board of Directors of the Association as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by an insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. In addition, no such alteration or improvement shall be made unless the Board of Directors shall approve the design and safety thereof, and no work by an owner is permitted which would jeopardize the soundness of the building or impair any easement. Any alteration or improvement of an apartment, shall neither increase no decrease the percentage interest in the common elements appurtenant to that apartment.

9.7 Alteration or Improvement by the Association of all Owners. No alteration of the apartment buildings or other common elements, no further improvements added to the lands or other common elements without the approval of all owners, provided upon the question being put to a vote by referendum ballot or membership meeting, as provided in the By-Laws, any such alteration or improvement may be done if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor thereof and if the dissenting owners are relieved from the cost and their share of the cost is borne by the assenting owners. Bids shall be taken and the cost accurately estimated before such vote is conducted. An Alteration or improvement pursuant to this paragraph shall not alter the percentage interest appurtenant to each apartment in the common element and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

#### ARTICLE 10 CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of each apartment and of its appurtenances and of the common elements of the Regime shall be subject to covenants, conditions, easements, or other encumbrances or record, and to the provisions of the By-Laws and Articles of Incorporation of the Association, and of this Declaration, all of which provisions, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against all apartments and the owners thereof, and their respective assigns, lessees, tenants, occupants, and successors in interest.

The following particular covenants, conditions and requirement are hereby noted and set forth:

10.1 Assessments. No owner of an apartment shall convey, mortgage or lease such unit unless and until all sums due the Association by way of assessment of any kind or other charge, and whether evidenced by recorded liens or not, are currently paid and not delinquent, and in the event of delinquency, the guarantee, mortgagee or lessee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of the same to the owner. The Association shall, in any event, issue a written statement under signature or an officer or management contractor to such grantee, mortgagee or lessee, verifying the status of all assessments or charges affecting the apartment, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this Paragraph.

10.2 Exterior Decoration. No apartment owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto, nor erect any "For Sale" or other sign, or otherwise disturb or affect the same.

10.3 Insurance. The owner of each apartment covenants and agrees not to engage in or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by the Association.

10.4 Keys. In accordance with the right of entry reserved in paragraph 8.5 above, each apartment owner shall deposit with the Association, if required by it, a key to the apartment and consents that, in the case of an emergency originating in or threatening the apartment, the Board of Directors of the Association, or any person authorized by it, may enter the apartment, for the purpose of remedying or abating such emergency, whether the owner is present or not.

10.5 Animal Pens or Refuse. No animal pens, sheds, fences or other out buildings or structures of any kind shall be erected by an apartment owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

10.6 Boats Trailers and Recreational Vehicles. No boat, trailer, motor home, or recreational vehicle may be parked upon the common elements without the prior written consent of Village Place, its successors and assigns.

10.7 Maintenance. Each apartment owner covenants and agrees with all other apartment owners to repair and maintain, rebuild and reconstruct his own apartment and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay his separately metered utility expenses.

10.8 Legal Proceedings. An apartment owner shall give notice to the Association of every lien against his apartment other than Mortgages, taxes and Association assessments, and of any suit or other proceeding which may affect the title to his apartment, within ten (10) days after the lien attaches or the owner receives notice of such suit.

10.9 Rules and Regulations. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern the Board:

- 10.9.1 May approve temporary structures, the same being otherwise prohibited;
- 10.9.2 May regulate or prohibit the ownership and use of pets, motorcycles or other power-driven equipment;
- 10.9.3 May prohibit the use of flags, banners and grills on a patio or balcony, and
- 10.9.4 May permit the enclosure of an existing patio area, the same being an alterational improvement otherwise not permissible without approval of the Board of Directors.

10.10 Residential Purposes. Apartments shall be used and occupied for residential purposes only. An apartment may be rented or leased by the owner, provided the entire apartment is rented, the occupancy is only by the lessee and his family, and the lease is in writing and a copy thereof is filed with the Association prior to possession. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy, and whether for consideration or not. Ownership of a apartment by a corporation or a trust is permitted, but no individual shall be allowed to occupy or use such an apartment, except pursuant to written lease complying herewith.

#### ARTICLE 11 PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION

11.1 Partial or Total Destruction. In the event of a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the By-Laws of the Association, shall be used for such purpose, subject to the rights of first mortgagees whose interest may be protected by said policies. In the event that the amount available from the proceeds from such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, an emergency assessment may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of seventy percent (70%) of the total number of votes outstanding and entitled to be cast. Notwithstanding the foregoing, unless at least seventy-five percent (75%) of the first mortgages based on one vote for each mortgage have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to any buildings and/or condominium property for other than repair, replacement or reconstruction of such improvements. In the event of a determination not to replace or restore the improvements on the condominium property, and provided that in the event of such determination, Association shall obtain an additional written consent of seventy-five percent (75%) of the first mortgages, the entire condominium property shall be deemed owned in common by the apartment owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code of Iowa as now provided or hereinafter amended and in effect at such time. In the event any excess insurance proceeds are remaining, the board shall retain such sums in the general funds of the Association. Notwithstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of first mortgagees.

11.2 Repair and Reconstruction. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall contain the same number of apartments and be substantially in accordance with the plans and specifications of original construction, as available from the Exhibits hereto attached and plans on file with the Office of the County Recorder, Linn County, Iowa, and the repair, rebuilding, restoration or reconstruction shall be the same as before. An amendment of the plans and specifications as contemplated above must be adopted by the unanimous consent, pursuant to Paragraph 12 .

11.3 Scope. The provisions of this Article are intended to govern in the event of damage or destruction resulting from and occurrence or casualty which although to be broadly

construed may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, as referred to in Article 9.3, and in any event Paragraph 11.2 and the other provisions of this Article shall not govern in the event of reconstruction, rebuilding or restoration necessitated on account of long-term obsolescence or condemnation of any apartment within the Regime.

#### ARTICLE 12 AMENDMENT

Amendment of this Declaration and the necessity therefor shall be governed by the following:

12.1 Percentage Interest. The percentage interest in the common elements appurtenant to an apartment and may be amended only by unanimous consent of all apartment owners and their mortgagees, provided, in the event of condemnation of any apartment or of long-term obsolescence, the same may be adjusted and may be amended as provided in Paragraph 12.4 of this Article.

12.2 Contracts Excepted. No lawful agreement entered into by the Association shall require an amendment to this Declaration, provided the same is not in conflict herewith.

12.3 Village Place's Rights. Neither Article 6, nor any other provisions of this Declaration affecting the rights of Village Place, shall be subject to amendment without the written consent of Village Place, and its successors and assigns, and any attempt to so amend this Declaration without such prior written consent shall be null and void.

12.4 General Procedure. Except as otherwise provided in this Article, this Declaration may be amended other than pursuant to an amendment to the By-Laws:

12.4.1 By the unanimous written agreement of all apartment owners and their mortgagees;

12.4.2 By the owners acting through the Association and in accordance with the procedures of its by-Laws at a regular or special membership meeting as to which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors is not required of an amendment thus adopted.

12.5 Execution and Recording. An amendment pursuant to Paragraph 12.1 or Paragraph 12.4.1 of this Article shall be effective when executed and acknowledged by all owners and mortgagees with the formalities of a Deed and recorded in the Recorder's Office, Linn County, Iowa. An amendment adopted pursuant to Paragraph 12.4.2 shall be effective when a Certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the corporation by its President or a Vice President and Secretary, or an Assistant Secretary with the formalities of a Deed and acknowledged as having been thus executed by authorization of the owners as herein provided, and is recorded in the Recorder's Office, Linn County, Iowa.

#### ARTICLE 13 EFFECTIVE DATE; POSSESSION OF COMMON ELEMENTS; CONDEMNATION AND OBSOLESCENCE; PARTITION; SEVERABILITY; BY-LAWS OF THE ASSOCIATION; CHAPTER 499B, CODE OF IOWA

13.1 Effective Date of Percentage Interest. The percentages of ownership in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exists for all purposes irrespective of any actual occupancy or use and whether the apartments are sold or not.

13.2 Possession of Common Elements. Each apartment owner, Village Place and the Association may use the common elements other than the limited common elements for the purpose for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

13.3 Condemnation and Obsolescence. The contingencies of condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or by By-Laws, as the case may be.

13.4 Partition. The common elements shall remain undivided and neither an apartment owner nor any other person or organization may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all of the property from the Regime, pursuant to Section 499B.8 of the 2005 Code of Iowa, as the same now exists or may hereinafter be amended or a specific determination not to repair, reconstruct, or rebuild with the consequences set forth in Section 499B.16 thereof.

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

13.6 By-Laws of the Association. The provisions of the By-Laws of the Association attached hereto and marked Exhibit D are by reference incorporated herein and are a part of this Declaration the same as if there were fully set forth herein, and the owners of apartments are bound thereby.

13.7 Chapters 499B Code of Iowa. Wherever herein reference is made to Chapter 499B or any Section thereof, of the Code of Iowa, it is intended that such reference shall include the provisions of such Code Sections as they now exist or herein-after be amended and if a question arises thereunder at some time in the future, the specific Section of Code in its then form shall be applied.

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this 11 day of December, 2006.

TAPESTRY VILLAGE PLACE  
INDEPENDENT LIVING, LLC

by: Gaylen M. Brotherson  
Gaylen M. Brotherson, Manager

STATE OF ARIZONA )  
COUNTY of MARICOPA ) SS:

This instrument was acknowledged before me on this 11 day of December, 2006 by Gaylen M. Brotherson as Manager of Tapestry Village Place Independent Living, LLC.



Marjorie H. Smith  
Notary Public in and for the State of Iowa

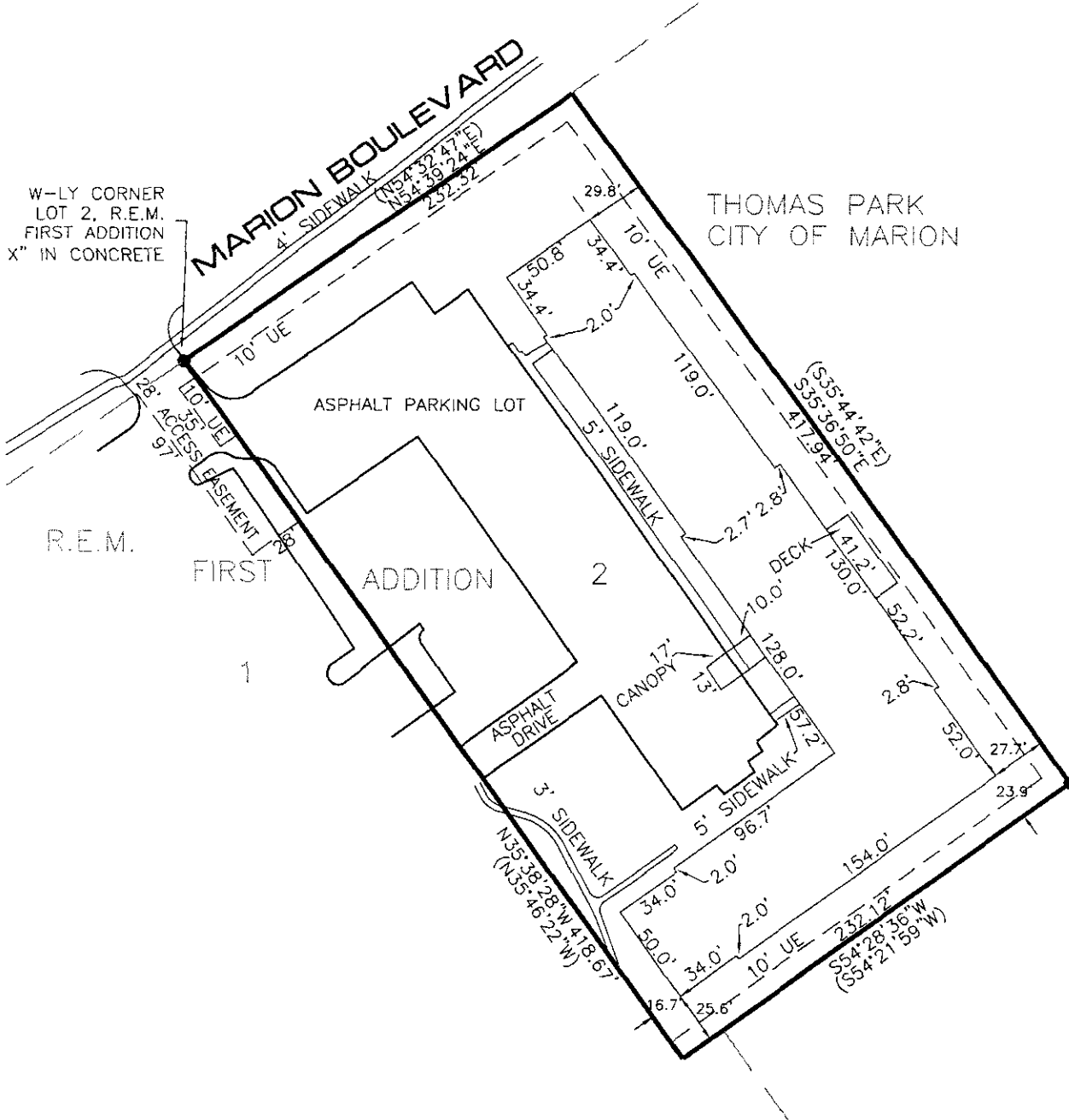


EXHIBITS

- A. Site Plan
- B. Building Plans
- C. Engineer's Certificate
- D. By-Laws of Village Place Owners Association

W-LY CORNER  
LOT 2, R.E.M.  
FIRST ADDITION  
X" IN CONCRETE

THOMAS PARK  
CITY OF MARION



E-LY CORNER  
LOT 2, R.E.M.  
FIRST ADDITION  
1/2" REBAR W/  
YPC #13287

ADDRESS OF SITE  
345 MARION BOULEVARD  
MARION, IOWA 52302

PROPRIETORS: TAPESTRY VILLAGE PLACE INDEPENDENT LIVING LLC.

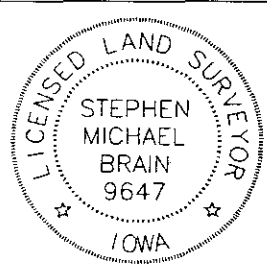
SURVEYOR: BRAIN ENGINEERING, INC.  
1540 MIDLAND COURT NE  
CEDAR RAPIDS, IOWA 52402  
294-9424

NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.  
ACREAGE FOR SITE IS 2.23 Ac.

0 40 80 160



- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR OR AS LABELED
- △ SET SECTION CORNER
- SET 1/2" REBAR W/YPC #9647
- () RECORDED AS
- SCM 4"x 4" CONCRETE POST w/DISK
- UE UTILITY EASEMENT



I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

Signed: *Stephen Michael Brain* Date: 12/7/06

Stephen Michael Brain, L.S.  
My License Renewal Date is December 31, 2006  
License Number 9647  
Pages or sheets covered by this seal: ALL

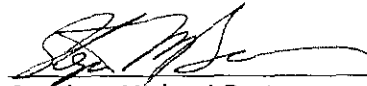
EXHIBIT C

CERTIFICATE OF  
PROFESSIONAL ENGINEER AND LAND SURVEYOR

I hereby certify that the Site Plan identified as Exhibit A and the Building Floor Plans, Exhibit B, attached to the Declaration of Submission of Property to a Horizontal Property Regime for Village Place Condominiums, depict and describe the location of the Building containing the 80 Units of this Condominium, the number of rooms for each such unit and the approximate dimensions thereof, the common area to which each unit has access, and the location of the building on Lot 2, R.E.M. First Addition to the City of Marion, Linn County, Iowa, all as they exist on the date hereof.

I further certify that I am a duly registered land surveyor under the laws of the State of Iowa; that I have reviewed the Declaration of Submission of Property to a Horizontal Property Regime for Village Place Condominiums, and the Exhibits attached thereto; that said exhibits together with the wording and text of the declaration, represent, depict and describe the buildings and units in this condominium, general and limited common elements and other improvements of the condominium as they exist on the date hereof, and there is shown and depicted thereby or can be determined therefrom all particulars of the building and units therein, the number of rooms for each such unit and the identification, location and approximate area of such unit, the common area to which each unit has access, all as they exist on the date hereof.

Dated this 7<sup>th</sup> day of December, 2006



Stephen Michael Brain  
Professional Engineer and Land Surveyor

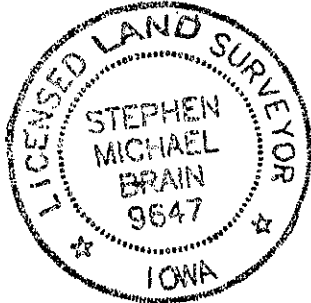


EXHIBIT D -- BY-LAWS  
OF  
VILLAGE PLACE CONDOMINIUMS

ARTICLE 1  
SCOPE AND DEFINITIONS

Section 1.1 The following are By-Laws of Village Place Owners Association, the council of co-owners of Village Place Condominiums.

Section 1.2 The term "person" shall include a association, or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter, according to context.

ARTICLE 2

MEMBERS AND VOTING RIGHTS

Section 2.1 Subject to the qualifications set forth in Section 2.2 below, the owners of record of the apartments lawfully submitted to the Regime shall constitute the members of the association, and membership shall automatically cease when the record ownership of such apartment is terminated. The shall be a member and have the rights of membership with respect to completed but unsold apartments that have been submitted to the Regime.

Section 2.2 If ownership is acquired or terminated by instrument of transfer but not of record or, if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Board of Directors of the association evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

Section 2.3 If more than one person owns an interest in the same apartment, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that apartment shall be cast by the person or persons named on a Certificate signed by all owners or fiduciaries or other officials. If such Certificate is not executed and filed with the Association, the number of votes entitled to be cast with respect to that apartment shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all owners or fiduciaries, or officials, are present and concur in the casting of such votes. This restriction, however, shall not affect the total number of votes outstanding and any percentage of such total number or votes as is required for any purpose as set forth in any of the condominium documents.

Section 2.4 The total number of votes outstanding and entitled to be cast by all members of the association is 80. Each member shall be entitled to one vote on all matters to be determined by the members. All votes cast by a member as such or as an owner shall be cast as a block and may not be divided.

ARTICLE 3

MEMBERSHIP MEETINGS

Section 3.1 The annual meeting and any special meeting shall be held within Linn County, Iowa, or such other convenient place as may be deemed appropriate by the members and all such meetings, annual or special, shall be held at such particular time and place (which may or may not be at the registered office of the association) as is set forth in the Notice thereof.

Section 3.2 At any annual or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All actions taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting, unless a different rule is provided herein, or by the Declaration of Condominium, By-Laws or any agreement to which the Association is a party. If neither the President nor Vice President is available to preside, a Chairman shall be elected.

Section 3.3 A special meeting of the members may be called by the President or, in the event of his absence or disability, by the Vice President, or by one-third (1/3) of the Directors or by such number of members who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast.

Section 3.4 It shall be the duty of the Secretary or his designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting, pursuant to Section 3.3, shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related too the purpose of the special meeting as defined in said notice.

Section 3.5 At all meetings the order of business shall consist of the following:

- 3.5.1 Election of Chairman, if required.
- 3.5.2 Calling roll and certifying of proxies.
- 3.5.3 Proof of Notice of Meeting or waiver of Notice.
- 3.5.4 Reading and disposal of any other approved Minutes.
- 3.5.5 Reports of Officers, if applicable.
- 3.5.6 Election of Inspectors at election, if applicable.
- 3.5.7 Election of Directors, if applicable.
- 3.5.8 Unfinished business.
- 3.5.9 New business.
- 3.5.10 Adjournment.

Roberts Rules of Order shall govern unless specifically superseded.

Section 3.6 At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the apartment in question, and the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

Section 3.7 Notice shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his apartment within the condominium Regime, unless at the time of giving of such notice he has, in writing, directed a different mailing address to be carried on the rolls of the association. Where an apartment is owned in common or jointly, notice is duly given to the person named in the Certificate required by Section 2.3.

Section 3.8 The Annual Meeting of the members shall be held on the first of June each year at 10:00 a.m. The provisions of this Paragraph shall not inhibit the calling or holding of any special meeting. If the first day of June falls on a Friday, Saturday or Sunday, the meeting shall be held on the Monday following at 10:00 A.M. local time.

Section 3.9 An annual meeting may be waived in writing by the unanimous consent of all the members.

#### ARTICLE 4

##### BOARD OF DIRECTORS

Section 4.1 The association and its affairs shall be governed, managed and administered by a Board of Directors. The initial Board is one in number and the initial Director shall be designated by the manager of Village Place. The initial Board need not be members of the association. An officer or designated agent of a corporate member may serve as a Director.

Section 4.2 From and after the first annual meeting, the Board of Directors shall be no less than one nor more than twelve.

Section 4.3 Election of Directors shall be by ballot in which votes are cast in favor of as many Directors as there are vacancies to fill. The person receiving a majority of the votes cast shall be elected. If no person receives a majority vote, as many additional ballots may be taken as may be required, that in each such case, the nominee receiving the least number of votes in the previous ballot shall be eliminated from further consideration.

Section 4.4 Vacancies on the Board of Directors may be filled until the date of the next annual meeting by vote of the majority of the Directors remaining in office, whether those remaining constitute a quorum or not.

Section 4.5 A Director may be removed from office at a special meeting called for such purpose if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

Section 4.6 A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the Directors may be called by the President, or any two (2) Directors. Not less than two (2) days' notice shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

Section 4.7 The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an Executive Committee or other committees, and

by such resolution provide the extent and manner of which the same may have and exercise the authority of the Board.

ARTICLE 5  
OFFICERS

Section 5.1 The officers of the association shall be a President, a Vice President, a Treasurer and a Secretary, all of whom may or may not be Directors. The Board of Directors may, from time to time, create and fill other offices and designate powers and duties thereof. Each officer shall have the power and duties usually vested in such office, and such authority as is committed to the office by the By-Laws or by specific grant from the Board, but subject at all time to the provisions of the By-Laws and to the control of the Board of Directors. More than one office may be held by a single person.

Section 5.2 The President shall be the Chief Executive Officer of the association. He shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the association.

Section 5.3 The Vice President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

Section 5.4 The Secretary shall keep the Minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the Association, and shall keep or be in charge and control of the records of the association except those of the Treasurer, and shall give notice where required or directed to do so.

Section 5.5 The Treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof and shall pay vouchers approved by the Board or designate some person under his control to do so.

Section 5.6 Compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an Employee, nor from contracting with a Director for management of the condominium.

Section 5.7 Any Deed or Contract for Sale or real estate or lease (or assignment of such Contract or lease) may be executed by the President or Vice President. Any lien held by the Association may be released by any of the officers of the Association. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above-mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall, by resolution, direct.

ARTICLE 6  
POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 6.1 All of the powers and duties of the association (including those existing under the common laws and statutes, and the documents establishing the condominium) shall be exercised by the Board of Directors. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include in addition to those elsewhere provided for, but shall not be limited to, the following:

- 6.1.1 To make and collect assessments against members for all common expenses.
- 6.1.2 To use the proceeds of assessments in the exercise of its powers and duties.
- 6.1.3 The maintenance, repair, replacement and operation of the condominium property, including all common areas, elements and facilities and apartments, as applicable, and the construction of new improvements or alterations, if authorized, and making the providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefor.
- 6.1.4 To maintain the lawn and all trees and shrubs at a normally acceptable level which shall include regular watering, fertilizing and mowing. Any trees and shrubs which die shall be replaced with equivalent nursery stock as soon as practical.
- 6.1.5 The reconstruction, repair, restoration, or rebuilding of the condominium property, and of any apartments as applicable after casualty or otherwise.
- 6.1.6 To make and amend regulations restricting the use and occupancy of the property in the condominium and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the condominium documents.
- 6.1.7 To enforce by legal means the provisions of the condominium documents, the by-Laws of the association and the regulations for the use of the Property in the condominium.
- 6.1.8 To contract for management of the condominium and to delegate to such contractor all powers and duties of the association except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the association; to employ, designate and remove any personnel necessary for the maintenance, repair or replacement of the common areas and facilities.
- 6.1.9 To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment(s) subject to such liens.
- 6.1.10 To carry insurance for the protection of owners of the association against casualty, liabilities or other contingencies.

Section 6.2 To pay the cost of all the utility or other services rendered to any of the condominium property which is not billed directly to owners.

Section 6.3 To interpret and apply the provisions of the condominium documents in matters of dispute between owners or between owners and the Association, which



determination shall be binding on the owners to conduct or supervise all votes or determinations by members other than a membership meeting.

Section 6.4 To acquire title to and ownership of, in the name of the Association, apartments within the Regime upon judicial sale, and on behalf of all owners to sell, lease or mortgage such apartments and to borrow funds for any legitimate purpose and to assign as security therefor the assessment receivables due the Association, provided the Board of Directors may in no manner affect or encumber the common elements of the Regime or any apartment or the percentage interest appurtenant to such (except such apartments and the appurtenant interest thereto as the Association has acquired upon judicial sale).

ARTICLE 7  
COMMON EXPENSES: ASSESSMENTS AND COLLECTION

Section 7.1 The common expenses of the Association shall include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in any of the condominium documents and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B of the 2005 Code of Iowa. Snow removal and lawn care in connection with common land and the upkeep of the building exterior shall be assumed by the Association as common expense.

Section 7.2 Assessments against the apartments and the owners thereof shall be made by the Association, which assessments, in addition to being and constituting a lien against the apartment in question and the appurtenances thereto, shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each apartment and owner shall be liable and subjected only to A 1/80th share of the total common expense and assessment made therefor, Certain common expenses for increased insurance premiums provided by Section 8.9 or on account of the failure of an owner to provide maintenance as provided by Section 8.3.2 of the Declaration or other defaults shall be recovered by an assessment made only against a particular apartment(s) and the owner or owners thereof, which assessments are referred to in the condominium documents as "special" assessments, and shall be made in the necessary amount therefor and without regard to the percentage of interest formula.

Section 7.3 Where a mortgagee or purchaser of an apartment obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such apartment due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his successors and assigns. The owner of an apartment pursuant to a voluntary conveyance or by inheritance or devisee shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments, whether generally or "specially" levied against said apartment and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefor.

Section 7.4 The Board of Directors shall adopt a budget each year for such one-year fiscal period as it elects to report on for income tax purposes which shall include the estimated funds required to defray the following common expenses:

7.4.1 Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds and the assessment for current expenses may sometimes be referred to as the "working capital assessment" and the funds thereof as the "working capital fund". Any balance of this fund at the end of each year may be applied to reduce the assessments for current expenses for the succeeding year.

7.4.2 Reserve or deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually and for replacement of common property required on account of depreciation or obsolescence.

7.4.3 Reserve for replacement which shall include generally funds for repair, reconstruction and the like required because of damage, destruction or other hazards.

Upon determination of such budget, the Directors shall each year levy an assessment for the amount to be thus assessed against each apartment at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

Section 7.5 The Board of Directors may also make and levy, from time to time, assessments for common emergency or extraordinary expense. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board. Funds required for a purchase or lease of apartments and funds for other emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

Section 7.6 The regular annual assessments made for current expenses, reserve, deferred maintenance and replacement services for any other purpose shall be due from and paid by the apartment owner as to their shares thereof in twelve (12) equal monthly installments, payable on the first day of each month during the one-year period in question. If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired an apartment, the assessment otherwise due and payable, reduced by the amount of income which may be derived from the leasing of such apartment by the Association, shall be proportioned and assessed therefor levied ratably among all other owners according to their percentage interests in the common elements.

Section 7.7 At such time contemporaneously with the recording of the Declaration of Condominium or subsequent thereto as the Certificate of Occupancy for the buildings has been issued or as the Board of Directors determines, in its discretion that the building(s) and improvements have been substantially completed and are ready for occupancy, the Board of Directors shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Association as determined by the condominium documents during the period of any fractional calendar year or any fractional fiscal year as may remain until the commencement of the initial

one-year period contemplated by Paragraph 4 of this Article, which assessment shall be effective as of the date of the Certificate of Occupancy or such determination made by the Board.

Section 7.8 If, prior to the date of its first annual meeting, the Association requires capital, Village Place may loan to it any sums required in excess of the assessment for which the Village Place is liable as an apartment owner.

Section 7.9 The share of all sums assessed payable by an owner but unpaid shall constitute a lien on the apartment of such owner prior to all other liens, except tax liens on the apartment in favor of any assessing unit or special district and all sums payable on a first mortgage of record, which lien may be foreclosed by the Association in the manner and with the consequence provided in Section 499B.17 of the 2005 Code of Iowa. In the event of foreclosure, the owner shall be required to pay a reasonable rental for the apartment if he remains in possession thereof. The Association may sue for money judgment for unpaid assessments of sums due without foreclosing or waiving any lien which it holds. In the event of suit or foreclosure, the Association shall be entitled to collect reasonable attorneys fees from the owner.

## ARTICLE 8 INSURANCE PROVISIONS

Section 8.1 Responsibility for Insurance. Insurance policies on the condominium property and in respect to liability in connection with the use, ownership or operation thereof shall be a common expense of the Regime, and the Association, acting through its Board of Directors, rather than any individual apartment owner or owners, shall have the responsibility and authority, subject to further provisions hereof, and of provisions contained in the Declaration, to adjust any loss or claim in connection therewith to the extent permissible by law.

Section 8.2 Assured. All such policies shall be purchased by the Association for the benefit of the Association, and the owners of apartments and their mortgagees as their interest may appear, and provisions made where applicable for issuance of certificates of mortgage endorsements to the mortgagees of individual apartments. For the purposes of its functions under this Article, the Association may be considered the agent, coupled with an interest of all the owners.

Section 8.3 Coverage to be Afforded.

8.3.1 All condominium property, meaning the apartments, general common elements and limited common elements, and whether within or without an apartment (excluding only such personal property as may be the sole separate personalty of a member) shall be insured by the Association in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors of the Association against loss or damage by fire or other hazards covered by a standard extended coverage hazard or other perils endorsement. Coverage shall also be procured against such other risks of a similar or dissimilar nature as are, or shall be, customarily covered with respect to buildings similar in construction, location and use to Village Place Condominiums, including, but not limited to, vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

8.3.2 Insurance against public liability and property damage, including liability on account of ownership, maintenance and control of common elements and areas, shall be procured in such form as will protect the Association and all owners and in such amounts as shall be required by the Board of Directors of the Association. Such liability policy or policies

shall contain cross-liability endorsements to cover the liability of the apartment owners as a group to an apartment owner and shall protect in standard form as a minimum the owners, Board of Directors, officers, agents and contractors of or with the Association. Such liability insurance may include but is not limited to water damage, legal liability, liability in respect to motor vehicles owned or hired, and off-premises employee coverage.

8.3.3 Workmen's Compensation Insurance shall be procured as required to meet applicable law.

8.3.4 Such other insurance may be procured as the Board of Directors shall determine from time to time as necessary and reasonable in order to fully insure the condominium property and the Association and owners and their mortgagees against insurable risks.

8.3.5 It is the intent hereof that the Association procure a single policy to afford the coverage referred to except that separate policies may be procured for different types of risks. Such policy or policies, comprehensive in coverage, are sometimes referred to as the Master Policy.

8.3.6 If agreeable to the Insurer, the policies procured by the Association shall include provisions that they shall be without contribution or proration and that the doctrine of "no other insurance" shall not apply with respect to insurance procured by apartment owners or their mortgagees; that the conduct or default of any one or more owners will not constitute grounds for avoiding liability under doctrines of warranties, conditions or forfeiture with respect to increase in hazard or vacancy clauses or other conditions or warranties purporting to relieve the carrier of its obligations; for payment of common expenses with respect to damaged apartments during the period of reconstruction patterned after "use and occupancy" riders; for subpolicies specifying the portion of a Master Policy earmarked for each owner's interest; that improvements made to apartments by the owners shall not affect the valuation of the property with respect to any claims against apartment owners, the Association and their respective servants, agents or guests or for the naming of such parties as additional insureds. Reference to all or any of the foregoing provisions is for the purpose of providing flexibility and certainty and is not to be interpreted as constituting an admission that any of the doctrines or rights referred to are applicable or would exist in the absence of a specific provision or waiver referring to the same.

Section 8.4 Insurance Trustee. The Board of Directors of the Association must provide that insurance proceeds related to property losses (whether from fire and extended coverage or liability proceeds) shall be paid to an insurance trustee which shall be a bank or other financial institution in Iowa, authorized to serve as such, which insurance trustee, if so designated shall not be liable for payment of premiums or for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and to hold the same in trust for the purpose of adequate safekeeping and properly disbursing the same as determined by adjustment of any loss or any decisions of the Association, first mortgagees, or the board with respect to repair, reconstruction and the like. Such proceeds shall be held by the insurance trustee in trust for the benefit of the Association and owners and their mortgagees as applicable in such amounts (which need not be set forth in the records of the insurance trustee) undivided in character which are the same as the undivided percentage interest in the common elements appurtenant to the respective apartments. The proceeds on account of damage solely to an apartment under such policy shall be held for the owners and mortgagees thereof in proportion to the costs of repairing the damage suffered by each such owner and mortgagee as determined by the Board

of Directors and insurance trustee. The fund held by the trustee shall be disbursed as determined by the first mortgagees, the Association or its Board of Directors, as the case may be.

Section 8.5 Proceeds payable to the Association. If proceeds are payable to the Association, the same shall be held and disbursed in the same manner as above provided with respect to an insurance trustee.

Section 8.6 Use of Insurance Proceeds. Unless the Association in the manner provided for shall specifically make a determination not to repair, rebuild, restore or reconstruct, all insurance proceeds to the extent available shall be used for such purposes, in the event of loss or damage, insurance proceeds available shall be first applied to the repair, replacement, rebuilding, reconstruction or restoration of the common elements and the balance to repair, replacement, rebuilding, reconstruction or restoration of apartments. If the insurance proceeds are in excess of the cost of such work with respect to the common elements, and apartments or the common elements, or the apartments only, as the case may be, then such excess proceeds shall be applied and paid by the insurance trustee or the Association, as the case may be, to the owners of all the apartments, and their respective mortgagees, such distribution to be separately made to the owner of each apartment and his respective mortgage or mortgagees, as their interest may appear, in such proportion that the share of such excess proceeds paid to the owner of each apartment (and the said mortgagee or mortgagees, if any) shall bear the same ratio and percentage as is equal to the percentage interest appurtenant to each apartment.

Section 8.7 Notice to Apartment Owners; Mortgagee Provisions. Each apartment owner shall be entitled to receive from the insurance carrier or the Association by endorsement, or in other written form, information as to the identity of the policies carried by the Association and of effective and expiration dates, policy amounts, and notice of any change or cancellation. A Mortgagee of an apartment owner shall receive from the carrier and/or Association a memorandum of the insurance carried by the Association and shall be included where applicable by standard mortgagee clause as may be adjusted according to the provisions of the condominium documents and for condominium purposes in the coverage to the extent of its mortgagor's interest. Where the mortgagee of an apartment so requests, all insurance carriers shall be directed to give notice to such mortgagee of any default on the part of the insured and, if agreeable to the carrier, such policies of insurance shall provide by endorsement or otherwise for the benefit of the named mortgagee that, in the event such policy is canceled by the company or the named insured as provided by its terms, such insurance shall continue in force for ten (10) days after notice to such mortgagee of such cancellation and shall then cease.

Section 8.8 Insurance by Apartment Owners. The individual purchase of separate individual insurance coverage by any apartment owner is governed by the following:

8.8.1 Limitations. A provision set out relative to the purchase of Master Policies by the Association shall not be construed to prohibit the purchase of an individual policy by a member/apartment owner, but each such owner and member agrees to the following limitations with respect to purchase of an individual policy for fire and extended coverage: (1) no such individual policy shall be procured which, by reason of doctrines of co-insurance, contribution or proration, "no other insurance", subrogation or waiver thereof, warranties, conditions or forfeiture, or otherwise would limit, affect or decrease the coverage and recoverable proceeds under the Master Policy, or invalidate or increase the premium thereof; (2) such member/owner agrees for his part that the proceeds from any individual policy shall be applied for the purpose of repair, reconstruction, restoration or for rebuilding as determined

by the Association or Board of Directors hereunder, and to attempt to procure the agreement of any mortgagee to such application of funds.

8.8.2 Permitted Insurance. Each member/owner may separately insure any carpeting, furnishings, personal effects and other sole separate personal property, wherever situated, as is not insured by the Association, and procure public liability and property damage insurance covering causes of action growing out of the ownership, maintenance, and control of his apartment or limited areas reserved for the use of such apartment and may procure an individual policy insuring individual liability to other apartment owners and the Association arising out of intra-apartment ownership, maintenance or control, if such protection is not afforded by any Master Policy. Such liability coverage, where agreeable to the insurer, shall provide that the insurer waives its rights of subrogation as to any claims against other owners of apartments the Association and the respective servants, agents and guests of each.

Section 8.9 Alteration or Improvements. Alterations or improvements within an apartment are prohibited except where approved by the Board of Directors. Where such alterations or improvements are approved, it shall be a further condition of approval that any increase in the insurable value of the condominium property, common or otherwise, shall be first adequately insured under the Master Policy as a common expense, recoverable by the Association against the owner by special assessment, provided, if the apartment owner can procure insurance under an individual policy with regard to such alteration or improvement satisfactory to the Board of Directors and which to its satisfaction does not jeopardize as provided in Paragraph 8.8.1 above any Master Policy, the procuring of such separate policy is permissible. In any event, the proceeds of such additional insurance shall be held and applied and subject to the further terms of this Article for the purpose of rebuilding, repair and the like in the same manner as other Master Policy or individual policy proceeds.

## ARTICLE 9 TAXES

Section 9.1 Real Estate Taxes. Real estate taxes assessed against the Regime shall be assessed against the individual apartment owners by the assessing authorities and shall be paid by the owners thereof. Each owner's assessment shall include the owner's fractional share of the common elements to the Declaration of Condominium. Each apartment owner when assessed shall be liable to pay all of such taxes assessed and the Association shall have no responsibility to pay the same, but may do so as provided in Article VI, Paragraph 4 of these By-Laws.

Section 9.2 Personal Taxes. If any personal taxes are assessed against an individual owner, such owner shall be solely responsible therefor. If any personal taxes are assessed against the Association, such taxes shall be paid by the Association as a part of the Association's common expenses.

## ARTICLE 10 REFERENDUM

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such a ballot may be initiated by one-third (1/3) of the Board of Directors or upon the written petition of the owners who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding. If such referendum is initiated the Secretary shall forthwith

prepare and mail to each member a ballot returnable in no less than ten (10) nor more than fifty (50) days from the date of mailing. If prior or subsequent to such petition a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

#### ARTICLE 11 AMENDMENT

Section 11.1 Except as herein provided, these By-Laws may be amended altered, repealed or new By-Laws adopted by the members at a special or annual meeting or upon a referendum ballot by the members upon the affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration of Condominium establishing Village Place Condominiums, and these By-Laws. No amendment, alteration or action taken to repeal these By-Laws and adopt new By-Laws shall change the provisions of the Declaration and these By-Laws which equate membership with apartment ownership, define the total number of votes, and base for each apartment the number of votes, liabilities for assessments and interests in funds, including insurance proceeds of the Association on the percentage interest appurtenant to that apartment unless unanimous consent of the apartment owners and their mortgagees is secured. Any amendment, alteration or action taken to repeal these By-Laws and adopt new By-Laws which affect Village Place's rights, shall be void unless the written consent of the Village Place is given.

Section 11.2 No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter thereof may be adopted by those present, in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, provided further, no vote by proxy may be counted unless the proxy expressly provided for such contingency. More than one proposed amendment may be included in the notice of a meeting.

Section 11.3 To the extent provided in Section 499B.14 of the 2005 Code of Iowa, no modification or amendment of these By-Laws shall be effective unless set forth in an amendment to the Declaration of condominium executed and recorded in the manner set forth in paragraph 12.5 of the Declaration, and in said Code section, and an amendment to these By-Laws shall constitute an amendment to the Declaration as provided for by law.

Section 11.4 Unless required by the specific provisions of the condominium documents or by law, an amendment to the Declaration of Condominium not affecting the subject matter of these By-Laws shall not be considered an amendment to these By-Laws.

#### ARTICLE 12 GENERAL PROVISIONS

Section 12.1 The invalidity of any portion or provision of these By-Laws shall not affect the validity of the remaining provisions or portions hereof.

Section 12.2 The Association shall not have a seal.

Section 12.3 Each member shall have the obligations as such member as are imposed upon him by the condominium documents as an owner, and no members shall have any power or authority to incur a Mechanic's Lien or other lien effective against the

condominium property, except as the same may attach only against his appurtenant interest therein and be removed as such.

Section 12.4 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 such assignment, hypothecation or transfer of the apartment itself.

Section 12.5 Pursuant to Paragraph 6.1 of the Declaration, so long as apartment is owned by the Village Place, or any subsequent holder by assignment of the Development Rights under the condominium documents, such unit shall only be subject to assessment "current" expense under Section 7.4.1 of these By-Laws. Upon acquisition of such an apartment from Village Place (or the holder of Development Rights), such apartment shall then be subject to assessment or "reserves" for the prorated balance thereof during the fiscal year in question and the payment thereof in the same amount as previously assessed apartments not owned by the Village Place (or the holder of Development Rights) and to assessment and, in addition, the lien thereof for any emergency assessments in the same manner as if such apartment had not been owned by Village Place (or the assignee of Development Rights) at the time such assessments were made.



EXHIBIT C

CERTIFICATE OF  
PROFESSIONAL ENGINEER AND LAND SURVEYOR

I hereby certify that the Site Plan identified as Exhibit A and the Building Floor Plans, Exhibit B, attached to the Declaration of Submission of Property to a Horizontal Property Regime for Village Place Condominiums, depict and describe the location of the Building containing the 80 Units of this Condominium, the number of rooms for each such unit and the approximate dimensions thereof, the common area to which each unit has access, and the location of the building on Lot 2, R.E.M. First Addition to the City of Marion, Linn County, Iowa, all as they exist on the date hereof.

I further certify that I am a duly registered land surveyor under the laws of the State of Iowa; that I have reviewed the Declaration of Submission of Property to a Horizontal Property Regime for Village Place Condominiums, and the Exhibits attached thereto; that said exhibits together with the wording and text of the declaration, represent, depict and describe the buildings and units in this condominium, general and limited common elements and other improvements of the condominium as they exist on the date hereof, and there is shown and depicted thereby or can be determined therefrom all particulars of the building and units therein, the number of rooms for each such unit and the identification, location and approximate area of such unit, the common area to which each unit has access, all as they exist on the date hereof.

Dated this 7<sup>th</sup> day of December, 2006



Stephen Michael Brain  
Professional Engineer and Land Surveyor

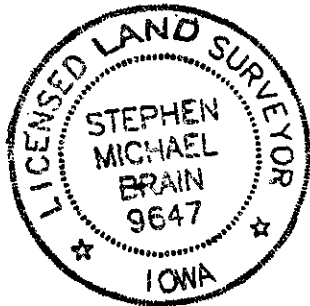


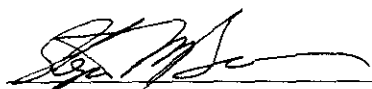
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Dated this 7<sup>th</sup> day of December, 2006

  
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Stephen Michael Brain  
Professional Engineer and Land Surveyor

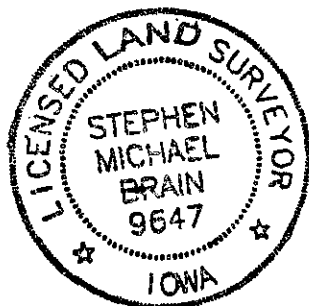


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Dated this 7<sup>th</sup> day of December, 2006



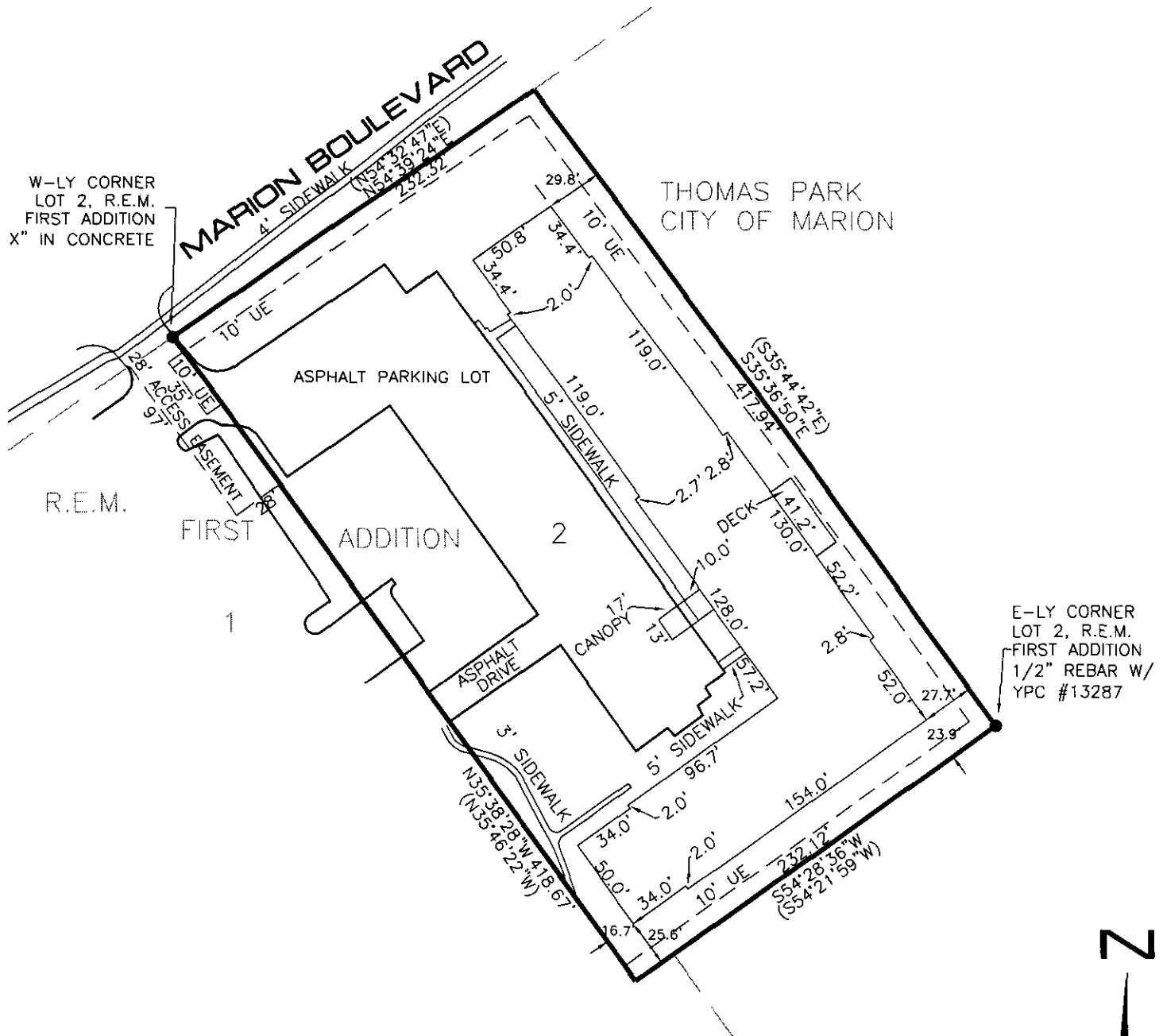
Stephen Michael Brain  
Professional Engineer and Land Surveyor



# EXHIBIT A VILLAGE PLACE CONDOMINIUMS

## LEGAL DESCRIPTION

LOT 2, R.E.M. FIRST ADDITION TO THE CITY OF MARION, LINN COUNTY, IOWA (AS RECORDED IN THE LINN COUNTY RECORDER'S OFFICE IN BOOK 6132 ON PAGES 483-485).



ADDRESS OF SITE  
345 MARION BOULEVARD  
MARION, IOWA 52302

PROPRIETORS: TAPESTRY VILLAGE PLACE INDEPENDENT LIVING LLC.

SURVEYOR: BRAIN ENGINEERING, INC.  
1540 MIDLAND COURT NE  
CEDAR RAPIDS, IOWA 52402  
294-9424

NOTE: ALL MEASUREMENTS IN FEET AND DECIMALS THEREOF.  
ACREAGE FOR SITE IS 2.23 Ac.

	<p>I hereby certify that this land surveying document and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.</p> <p>Signed: <i>Stephen Michael Brain</i> Date: <i>12/7/06</i></p> <p>Stephen Michael Brain, L.S. My License Renewal Date is December 31, 2006 License Number 9647 Pages or sheets covered by this seal: ALL</p>
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- ▲ FOUND SECTION CORNER
- FOUND 1/2" REBAR OR AS LABELED
- △ SET SECTION CORNER
- SET 1/2" REBAR W/YPC #9647
- ( ) RECORDED AS
- SCM 4"x 4" CONCRETE POST w/DISK
- UE UTILITY EASEMENT
- YPC YELLOW PLASTIC CAP

DATE OF SURVEY: 11/28/06

File Name: K:\Proj\3652006-10\3652006-1b.dwg

Project No: 365206-10	<p style="font-size: 2em; margin: 0;">EXHIBIT A</p> <p style="font-size: 1.2em; margin: 0;">VILLAGE PLACE CONDOMINIUMS</p>		<p>Book: 259</p> <p>Scale: 1" = 80'</p>
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VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

SHEET INDEX

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

OFFICE & APARTMENT  
DEVELOPMENT

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FOOTING & FOUNDATION PLAN

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FIRST LEVEL PLAN

SEE ENV 446A  
4TH CAB



VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

SECOND LEVEL PLAN

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

THIRD LEVEL PLAN

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FOURTH LEVEL PLAN

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FIRST LEVEL PLAN &  
SECOND LEVEL FRAMING  
AREA "A"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FIRST LEVEL PLAN &  
SECOND LEVEL FRAMING  
AREA "B"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

SECOND LEVEL PLAN &  
THIRD FLOOR FRAMING  
AREA "A"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

SECOND LEVEL PLAN &  
THIRD FLOOR FRAMING  
AREA "B"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

SECOND LEVEL PLAN &  
THIRD LEVEL FRAMING  
AREA "C"

SEE ENV 446A  
4TH CAB



VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

SECOND LEVEL PLAN &  
THIRD LEVEL FRAMING  
AREA "D"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

THIRD LEVEL PLAN &  
ROOF FRAMING  
AREA "A"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

THIRD LEVEL PLAN &  
FOURTH LEVEL AND  
ROOF FRAMING

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

THIRD LEVEL PLAN &  
FOURTH LEVEL FRAMING  
AREA "C"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

THIRD LEVEL PLAN &  
FOURTH LEVEL FRAMING  
AREA "D"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FOURTH LEVEL PLAN &  
ROOF FRAMING PLAN  
AREA "C"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FOURTH LEVEL PLAN &  
ROOF FRAMING  
AREA "D"

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FOURTH LEVEL PLAN &  
ROOF FRAMING  
AREA "B"

SEE ENV 446A  
4TH CAB



VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

BLDG SECTION C ATRIUM  
STAIR SECTION

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

STAIR SECTION  
REFUSE CHUTE SECT  
ELEVATOR SECTION  
WALL SECTION

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

SECTION & STORAGE  
CUBICAL

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

BARRELL VAULT SECTION

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

FRONT ELEVATION

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

MISC DRAWING

SEE ENV 446A  
4TH CAB

VILLAGE PLACE CONDOMINIUMS  
AT MARION

(L2 REM 1ST MR)

PARTIAL FLOOR PLAN

SEE ENV 446A  
4TH CAB