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*Marilyn Jo Drake*

COUNTY AUDITOR

DECLARATION OF SUBMISSION  
OF PROPERTY TO  
HORIZONTAL PROPERTY REGIME  
FOR  
HACKETT DRIVE  
CONDOMINIUMS, OAKLAND, IOWA

STATE OF IOWA, Pottawattamie County  
Filed for record the 2 day of August  
1990 at 11:00 o'clock A. M and recorded  
in book 91 page 2462  
*John S. Fortino*  
Recorder

The undersigned, Larry Hackett Construction, Inc., a corporation herein referred to as "DEVELOPER" as the sole owner of the real estate hereinafter described, does, by these presents, express its desire to submit said real estate and the improvements thereon to the horizontal property regime established by the Horizontal Property Act, Chapter 499B, 1989 Code of Iowa, to be known as Hackett Drive Condominiums, Oakland, Iowa, and does hereby establish a horizontal property regime with respect to said real estate and improvements thereon, the same to take effect when filed for record in the Office of the County Recorder in and for Pottawattamie County, Iowa.

ARTICLE I  
PURPOSES AND DEFINITIONS

1. Purpose. The purpose of this Declaration is to submit and convey the lands hereinafter described and the improvements constructed or to be constructed hereon, to the condominium form of ownership and use, pursuant to Iowa law.

2. Definitions. The terms employed shall have the meaning defined in Chapter 499B, 1989 Code of Iowa, unless the context or more particular provisions of any condominium document require a different meaning. Certain terms are used as follows:

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

(b) Successors. Reference to developers Co-owners, or to any entity or association, shall include the respective successors, grantees and assigns thereof.

(c) 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 where the subject matter referred to relates to completion of an improvement or development that has not been or already has been completed as the case may be.

# COMPARED

-2-

(d) Apartment or Unit. The terms "apartment" or "unit" or "condominium apartment" or "apartment unit" or "condominium unit" are all used interchangeably throughout this Declaration means one or more rooms occupying all or part of a floor in the building which is to be used as a residence. An "apartment" or "unit" also means generally an area enclosed by walls and floors and defined by such which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.

(e) Co-owner. Co-owner means a person, corporation, or other legal entity capable of holding or owning any interest in real property who owns all or an interest in an apartment within the building.

(f) Council of Co-owners. Council of Co-owners means the Hackett Condominium Association and shall be comprised of all of the Co-owners of the building. The business and affairs of the Council of Co-owners or Association shall be conducted by organizing a corporation not for pecuniary profit of which all of the Co-owners are members, and shall mean all of the owners of the condominium units acting as a group in accordance with its Bylaws and this Declaration.

(g) General Common Elements. General common elements shall mean and include those elements as set forth in Article V.

(h) Limited Common Elements. Limited Common Elements shall mean those elements as set forth in Article V.

(i) Majority of Co-owners or Percent of Co-owners. The terms "majority of Co-owners" or "percent of Co-owners" means the owners of more than one-half or owners of that percent of interest in the building irrespective of the total number of Co-owners.

(j) Property. Property includes the land whether committed to the horizontal property regime in fee or as a leasehold interest, the building, all other improvements located thereon, and all easements, rights and appurtenances belonging thereto.

(k) Building. Building means and includes one or more building, whether attached to one or more buildings or unattached; provided, however, that if there is more than one building, all such buildings shall be described and included in the Declaration, or an amendment thereto, and comprise and integral part of a

single horizontal property regime.

## ARTICLE II DESCRIPTION OF LAND

- JAC*
1. Land. The land hereby submitted to the Horizontal Property Regime is situated in Oakland, Pottawattamie County, Iowa, and is legally described as follows, to-wit:  
The South 10 feet of Lot 6 and all of  
Lot 7 in Schueman-Burgett Second Addition to the Town of Oakland, Iowa.
  2. Survey. A duly certified plat of survey and legal description is attached hereto, marked Exhibit "A" and made a part hereof. Also reflected thereon is a site or plot plan of said legal description showing the approximate location of the apartment unit building constructed or to be constructed thereon and showing graphically the approximate location of certain common elements and limited common elements hereinafter referred to.

## ARTICLE III DESCRIPTION OF BUILDINGS AND PROJECT

The project includes two unconnected structures described as follows:

1. Apartment Unit Buildings. Two one story buildings each with eight apartment units. Each apartment will have one story, a basement, and garage and will contain approximately 1100 square feet of living space and six (6) rooms. The structure will consist of poured concrete flooring, concrete block foundations, conventional wood frame construction, steel siding, and sheet rock. Each apartment will also contain one (1) stairway to a basement of equal area.
2. Deck or Patio Unit. Each apartment shall have a limited common element to the rear of the unit for a deck or patio. Said deck or patio unit shall be limited to the exclusive use of the accompanying apartment and subject to underground utility easements and easements of access to maintain the exterior of the unit.
3. Revisions by Developer. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between apartments, so long as the Developer owns the apartments so altered. Any such change shall be reflected by an amendment to this Declaration which may be executed by the Developer alone,

BY: *James A. Campbell Attorney*

# COMPARED

-4-

notwithstanding the procedures for amendment described in Article XIX and XX of this Declaration. However, no such change shall increase the number of apartments nor alter the boundaries of the common elements without amendment of this Declaration in the manner described in Articles XIX and XX of this Declaration. If more than one apartment is altered, the Developer shall appropriately reapportion the shares in the common elements which are allocated to the altered apartments.

## ARTICLE IV IDENTIFICATION OF APARTMENT UNITS AND DECKS

1. Apartment Units. The number of each unit or apartment identified by a "unit" number, its location, area, number of room and the immediate common areas to which it has access, are shown on Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.
2. Deck Units. The deck or patio units are identified by being numbered 1 through 16, inclusive and their location, area, and immediate common areas to which it has access are shown on Exhibit "A" attached hereto and made a part hereto as if fully set forth herein; each such unit is situated immediately to the rear of each apartment and contiguous thereto.

## ARTICLE V COMMON ELEMENTS

1. General Common Elements. General common elements shall mean and include:
  - (a) The real estate described above.
  - (b) The site improvement to the land include the foundations, floors, exterior walls of each apartment, and of the buildings, ceilings and roofs, and in general, all devices or installations existing for the use of all of the individual apartments of unit owners. Also included as a general common element are central or common equipment and element are central services for public utilities and fixtures.
2. Limited Common Elements. Limited Common Elements shall mean:
  - (a) Any limited common elements as defined by law.
  - (b) All sewer, water, television or other utility or service lines or facilities or limited elements as defined

# COMPARED

-5-

by law as serving only an apartment unit.

(c) All fixtures and attachments installed during construction and contained within an apartment unit, such as furnace equipment, plumbing and water fixtures, garage doors, sliding doors, are limited common elements for the exclusive use of such apartment unit.

(d) Deck and patio units.

(e) Driveways leading to apartment units.

## ARTICLE VI COMMON INTERESTS

The Co-owner of each apartment or unit shall own and there shall be appurtenant thereto an undivided interest in the land and other common elements and facilities of the regime, general or limited, an undivided one-sixteenth (1/16) interest.

## ARTICLE VII OWNERSHIP OF PARTS OF BUILDING

The owner of an apartment shall not be deemed to own pipes, wires, conduits or other public utility lines running through his apartment which are utilized for or serve more than one apartment except as a tenant in common with the owner or owners or any other apartment or apartments which said pipes, wires, conduits or other public utility lines may serve. The owner of an apartment shall, however, be deemed to own the walls and partitions which are contained in his apartment and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors and ceilings, including plaster, paint, wallpaper, linoleum, carpeting, etc., provided, however, that said plaster, paint, wallpaper, linoleum, carpeting, etc., are deemed to be a permanent part of each apartment which may be repaired and/or replaced by the apartment owner but never completely removed therefrom.

## ARTICLE VIII UTILITY EASEMENT

In the event pipes, wires, conduits or other public utility lines run through one apartment which are utilized for or serve one or more apartments, a valid easement for the maintenance of said pipes, wires, conduits or other public utility lines shall exist and in the event any part of the building is partially or totally destroyed and later rebuilt, repaired or restored as hereinafter provided, a valid easement for replacement and maintenance of said pipes, wires, conduits or other public utility lines shall exist.

# COMPARED

-6-

## ARTICLE IX DESTRUCTION

In the event of damage to or destruction of all or any part of the property, such damage or destruction shall be rebuilt, repaired or restored by direction of the Board of Directors in accordance with the Bylaws, unless at a special meeting of the Council of Co-owners called for such purpose within thirty (30) days after the occurrence of such damage or destruction, the Co-owners of not less than two-thirds (2/3) of the common interest vote not to rebuild, repair or restore such damage or destruction of the property.

## ARTICLE X AUDITED FINANCIAL STATEMENT

Upon written request from any unit owners, lenders and the holders and insurers of the first mortgage on any unit or which has a prospective interest in the condominium, the Council of Co-owners shall prepare and furnish within a reasonable time an audited financial statement for the immediately preceding fiscal year.

## ARTICLE XI VOTING

The record owners of each apartment in Hackett Drive Condominiums shall have a single membership in the Hackett Condominium Association (Council of Co-owners) of Hackett Drive Condominiums during the period of time for which they are the owners of record of a fee simple title or a purchaser's interest in a recorded real estate contract and shall be entitled to one (1) vote for each apartment, provided, however, until such time as Developer has sold three-fourths (3/4) of the apartments in Hackett Drive Condominiums the Developer shall be entitled to three (3) votes for each apartment or proposed apartment remaining unsold. For the purposes hereof, a mortgagee shall not be deemed an owner until such mortgagee has acquired title of record.

## ARTICLE XII COUNCIL OF CO-OWNER'S RIGHTS AND RESTRICTIONS

Section 1. Right of Entry Upon Units and Limited Common Elements. The Council of Co-owners and their duly designated agent(s) shall have the right to entry upon unit premises and limited common elements to effect emergency repairs, and a reasonable right of entry thereupon to effect other repairs, improvements, replacements or maintenance deemed necessary.

Section 2. Power to Grant Rights and Restrictions in Common Elements. The Council of Co-owners shall have the power to grant other rights, such as the right to grant utility easements under,

# COMPARED

-7-

through or over the common elements, which rights are reasonably necessary to the ongoing development and operation of the project. Damages resulting from the exercise of any of the above rights shall be borne by the Council of Co-owners.

**Section 3. Assessments, Levy and Collection.** The Council of Co-owners shall have the authority to levy and enforce the collection of general and special assessments all as set forth in the Bylaws of the Council of Co-owners. The assessments against any unit, with interest, costs and reasonable attorney's fees shall be a lien upon such unit in accordance with the Bylaws and applicable law.

**Section 4. Reserves and Working Capital.** There shall be established an adequate reserve fund for the periodic maintenance, repair and replacement of the common elements, which fund shall be maintained out of regular assessments for common expenses. Additionally, a working capital fund shall be established for the initial months of the project operations.

**Section 5. Priority of Lien.** Any lien of the Council of Co-Owners for common expense charges and assessments becoming payable on or after the date of recordation of the first mortgage, shall be subordinate to the first mortgage on the unit.

**Section 6. Insurance.** The Council of Co-Owners may specify the minimum type and terms of insurance each property owner must carry on their apartment.

## ARTICLE XIII BYLAWS

The administration and operation of the property shall be covered by Bylaws of the Hackett Condominium Association, a true copy of which is attached hereto and made a part hereof. Each apartment or unit Co-Owner shall comply strictly with the Bylaws and with the administrative rules and regulations adopted pursuant thereto, or as the same may be lawfully amended from time to time.

## ARTICLE XIV MISCELLANEOUS PROVISIONS

1. **Air Space.** In addition to the fee simple ownership of an apartment there shall be as an appurtenant thereto an exclusive easement for the use of the air or room space within the apartment and to the limited common elements of that apartment as the same exists 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 appurtenances shall be terminated automatically in the event of termination of the regime.

# COMPARED

-8-

2. Possession of Common Elements. Each apartment owner, the Developer, and the Co-owners may use the common elements other than limited common elements for the purpose for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.
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 the Bylaws as the case may be.
4. Partition. The common elements shall remain undivided and not only may no apartment Co-Owner, but also no other person, 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 §499B.8, Code of Iowa, or a specific determination not to repair, reconstruct, or rebuild with the consequence set forth in §499B.16 thereof.
5. Compliance With Rules and Regulations. Each owner, tenant or occupant of a unit shall comply with the provisions of Chapter 499B, 1989 Code of Iowa, this Declaration, and the Bylaws, decisions, and the Rules and Regulations of the Council of Co-Owners and Board of Directors and failure to comply with the same shall be grounds for an action to recover damages or for injunctive relief.
6. Contribution Towards Common Area Expense. No owner of a unit may exempt himself from liability for his contribution towards the common expenses by waiver of the use or enjoyment of any of the common elements and facilities or by the abandonment of his apartment.
7. Conveyance. The undivided interest in the general and limited common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.
8. Future Owners. All future owners, tenants, future tenants, or any other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of the units shall signify that the provisions of this Declaration are accepted and satisfied.

## ARTICLE XV OBLIGATIONS OF THE OWNERS

The obligations of the owners shall be as set forth herein, in the Bylaws of the Hackett Condominium Association Council of Co-Owners, and in accord with Rules and Regulations established by the Association.

## ARTICLE XVI FIRST LIEN HOLDER'S RIGHT

Section 1. Notice of Action. A holder, insurer or guarantor of a first mortgage or deed of trust, upon written request to the Council of Co-Owners or Association (such request to state the name and address of such holder, insurer or guarantor and the unit member), will be entitled to timely written notice of:

(a) Any proposed amendment of the condominium instruments effecting a change in (i) the boundaries of any unit or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited common elements appertaining to any unit or the liability for common expenses appertaining thereto, (iii) the number of votes in the owners association appertaining to any unit or (iv) the purposes to which any unit or the common elements are restricted;

(b) Any proposed termination of the condominium regime;

(c) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

(d) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of 60 days; and

(e) Any lapse, cancellation or material modification of any insurance policy maintained by the owners association.

Section 2. Other Provisions for First Lien Holders. The following provisions shall be binding with respect to the condominium regime and development by virtue of the constituent documents, applicable law or otherwise:

# COMPARED

-10-

(a) Any restoration or repair of the condominium development after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on units to which at least 75% of the votes of units subject to mortgages or deeds of trust held by such eligible holders are allocated, is refused.

(b) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of the eligible holders of the first mortgages on units to which at least 75% of the votes of units subject to mortgages or deeds of trust held by such eligible holders are allocated.

(c) Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by the declaration or by applicable law, no reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of the first mortgages or deeds of trust on units to which at least 75% of the votes of units subject to mortgages or deeds of trust held by such eligible holders are allocated.

NOTE: As used in this section, the term "eligible holder, insurer or guarantor" shall mean a holder, insurer or guarantor of a first mortgage or deed of trust on a unit in a condominium which has requested notice in accordance with the provisions of Section 1 above.

## ARTICLE XVII ALTERATIONS AND IMPROVEMENTS

Except as provided in Article III (3), there shall be no alteration of the buildings containing the apartment units nor shall there be any alterations or improvements added to the premises, lands or other common elements or facilities until 75% of the units have been sold by the developer. Thereafter no alterations or improvements shall be made or added without the question being first put to a vote at a membership meeting of the Council of Co-Owners as provided by the Bylaws, and any such alterations or improvements may be done only if 75% of the voting units in existence are voted in favor thereof and if the dissenting

# COMPARED

-11-

Co-Owners are relieved from the cost and their share of the cost is borne by the assenting co-owners.

## ARTICLE XVIII COVENANTS RUNNING WITH THE LAND

All the covenants, agreements, obligations, conditions and other provisions set forth in this Declaration and the Bylaws shall be deemed covenants running with the land so long as the property is subject to the Horizontal Property Act, and said covenants may be enforced by appropriate legal action including a suit for injunctions, mandatory or restraining, and action for damages by the Board of Directors or by any apartment owner.

## ARTICLE XIX AMENDMENT OF DECLARATION

Except for changing the name HACKETT DRIVE CONDOMINIUMS and except for the provisions of Article III (3) and Article XX, this Declaration may be modified or amended from time to time by a vote of the owners of not less than three-fourths (3/4) majority of all the common interests at any annual meeting or at any special meeting called for such purpose and any amendment shall be effective only upon an instrument setting forth such amendment and vote at such meeting duly certified by the President or Vice President and Secretary or Treasurer of the Association/Council of Co-Owners and duly recorded.

## ARTICLE XX

The developer expressly reserves for itself and its successors and assigns, for a period of five (5) years or until 75% of the proposed sixteen (16) condominium units have been sold and title passed to the purchasers, whichever event first occurs, the right to execute on behalf of all contract purchasers, unit owners, mortgagees, other lien holders, and parties claiming any legal or equitable interest in the Horizontal Property Regime or in any unit, any amendments to this Declaration which it may deem appropriate, including but not limited to:

1. Adding units and lands to the area included within the Condominium Regime and adjusting proportionate share of the common elements, share of costs, and voting rights proportionately. The voting right and proportionate share of the common elements of the owners of each unit shall be determined in the manner set forth within the By-Laws.
2. Adding to or altering the location, size or purpose of easements and lands for utilities, roads, access, parking, egress, drainage or financing purposes.
3. To permit the users or occupants of lands owned by or

COMPARED

-12-

controlled by the grantor to utilize easements, roads, drainage facilities, utility lines, and the like within or servicing the condominium, on such fair and equitable terms and conditions as shall be negotiated with the Condominium Regime.

4. To surrender or modify rights of the grantor in favor of the unit owners or the Condominium Regime or their respective mortgages.

5. To amend, alter, or change the interior design and of all units and to alter the boundaries between units and the parking areas.

6. Any amendment to the Declaration will become effective upon the recording of an amendment to the Declaration in the office of the Pottawattamie County Recorder. The grantor will, thereafter, provide copies of said amendment to each owner and mortgagee affected thereby.

ARTICLE XXI  
SEVERABILITY

The invalidity of any part or portion hereof or of any part or portion of the Bylaws shall not affect the validity of the remaining portions.

DATED this 13 day of July, 1990.

LARRY HACKETT CONSTRUCTION, INC.

[SEAL]

By Larry D. Hackett  
LARRY D. HACKETT, President

ATTEST:

Wendy L. Hackett  
WENDY L. HACKETT, Secretary

STATE OF IOWA

)  
) SS.

COUNTY OF POTTAWATTAMIE

On this 13th day of July, 1990, before me,  
the undersigned, a Notary Public in and for the State of Iowa,

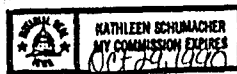
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-13-

personally appeared Larry D. Hackett and Wendy L. Hackett, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary respectively, of Larry Hackett Construction, Inc., executing and sealing the within and foregoing instrument; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and that the said Larry D. Hackett and Wendy L. Hackett as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

*Kathleen Schumacher*  
NOTARY PUBLIC IN AND FOR SAID STATE



PLDGSF:Hackett/2:JAC:ps

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## RULES AND REGULATIONS

### OF

#### HACKETT DRIVE CONDOMINIUMS

The following rules and regulations are hereby published by The Developer for implementation by the Board of Directors of Hackett Condominium Association pursuant to Article VI, §1(a), of the Association's By-Laws, to-wit:

1. RESIDENTIAL USE: No part of the property shall be used for other than housing and the common recreational purposes for which the property was designed. Each Unit shall be used as a residence for a single family.
2. MAINTENANCE/STORAGE: There shall be no obstruction of the common areas nor shall anything be stored in the common areas without the prior consent of the Board of Directors except as hereinafter expressly provided. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Unit in accordance with the provisions of the By Laws.
3. BUILDING SAFETY/INSURANCE: Nothing shall be done or kept in any Unit or in the common areas which will increase the rate of insurance of any of the buildings, or contents thereof, applicable for residential use without the prior written consent of the Board of Directors. No Unit Owner shall permit anything to be done, or kept in his Unit, or in the common elements which will result in the cancellation of insurance on any of the Buildings, or contents thereof, or which would be in violation of any law. No waste shall be committed in the common elements.
4. EXTERIOR: Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls or doors of a building and no sign, awning, canopy, shutter or radio or television antenna shall be affixed to or placed upon the exterior walls or doors, roof or any part thereof or exposed on or at any window or doorway, without the prior consent of the Board of Directors.
5. PETS: No animals, birds, or reptiles of any kind shall be raised, bred, or kept in any Unit or in the common elements, excepting that dogs, cats or other household pets, not to exceed two per Unit, may be kept in Units, subject to the rules and regulations adopted by the Board of Directors, provided that they are not kept, bred or maintained for any commercial purposes; and provided further that any such pet causing or creating a nuisance or unreasonable disturbance or noise shall be permanently removed from the property subject to these restrictions upon three (3)

# COMPARED

-2-

days written notice from the Board of Directors. In no event shall any dog be permitted in any portion of the common areas or in any grass or garden plot unless carried or on a leash under any circumstances.

6. NUISANCES: No noxious or offensive activity shall be carried on in any Unit, or in the common areas, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants. No Unit Owner shall make or permit any disturbing noises in the buildings by himself, his family, employees, agents, visitors and licensees, nor do or permit anything by such persons that will interfere with the rights, comforts or convenience of other Unit Owners. Unit Owners shall not cause or permit any unusual or objectionable odors to be produced upon or to emanate from their Units.

No Unit Owner shall play upon, or suffer to be played upon, any musical instrument or operate or suffer to be operated a stereo player, sound system, television set or radio in the premises between the hours of eleven o'clock P.M. and the following eight o'clock A.M. if the same shall disturb or annoy other occupants of the buildings. No Unit Owner shall conduct or permit to be conducted, vocal or instrumental practice, nor give nor permit to be given vocal or instrumental instruction at any time for more than two hours in any day and in no event between the hours of six o'clock P.M. and the following eleven o'clock A.M.

7. STRUCTURE: Nothing shall be done in any Unit or in, on or to the common areas and elements which will impair the structural integrity of any Building or which would structurally change any of the Buildings.

8. SITE APPEARANCE: No trash, rubbish, garbage or debris shall be kept or placed in any of the patios or similar areas or be permitted to accumulate upon any other Common Elements so as to render such property unsightly, offensive or detrimental to other property. All garbage and trash shall be placed or kept in designated containers as approved by the Board of Directors. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a Unit or exposed on any part of the common areas. The common areas shall be kept free and clear of unsightly materials.

9. STORAGE: Except in recreational or storage areas designated as such by the Board of Directors there shall be no playing, lounging, or parking of baby carriages or playpens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common areas except that terraces and patios may be used for their intended purposes. Storage by Owners in areas designated by the Board of Directors shall be at the Owner's risk.

# COMPARED

-3-

10. COMMERCIAL USE PROHIBITIONS/RESERVED RIGHTS: No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise, designed for profit, altruism, or otherwise, shall be conducted, maintained or permitted on any part of the property, nor shall any "For Sale", "For Rent" or "For Lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein nor shall any Unit be used or rented for transient, hotel or motel purposes.

The right is reserved by the Developer, Larry Hackett Construction, Inc., and the Board of Directors, or its agent, to place "For Sale", "For Rent" or "For Lease" signs on any unsold or unoccupied units, and the right is hereby given to any mortgagee, who may become the owner of any Unit, to place such signs on any Unit owned by such mortgagee, but in no event will any such sign be larger than one (1) foot by two (2) feet.

11. NO REMOVAL: Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Directors.

12. MAINTENANCE-UNITS: Each Unit Owner shall keep his Unit in a good state of preservation and cleanliness and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, terraces, balconies or patios thereof, any dirt or other substance.

13. ELECTRICAL SAFETY; FIRE SAFETY: All radio, television or other electrical equipment of any kind or nature installed or used in each Unit shall fully comply with all rules, regulations, requirements and recommendations of the Public authorities having jurisdiction, and the Unit Owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in such Unit. No Unit Owner or occupant or any of his agents, employees, licensees or visitors shall at any time, bring into or keep in his Unit any flammable, combustible or explosive fluid, material, chemical or substance.

14. PESTS: The agents of the Board of Directors, and any contractor or workman authorized by the Board of Directors or their agent, may enter any room or Unit in the buildings at any reasonable hour of the day for the purpose of inspecting such Unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insects or other pests.

15. BOARD AUTHORITY: Any consent or approval given under these rules and regulations may be added to, amended or repealed at any time by resolution of the Board of Directors.

16. VEHICLES - PARKING - WASHING: No individually owned parking space, common area parking space, or public street adjacent to the condominium buildings shall be used for any other purpose except to park an operable motor vehicle or other operable wheeled conveyance. No other storage shall be allowed in such parking space or parking area. No washing of automobiles shall take place on any of the property, nor shall the parking area be used by trucks, motorcycles, commercial vehicles, or any type of trailer or for any purpose other than to park automobiles.

17. USE OF DECKS/PATIOS: No deck or patio shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Directors. Outdoor cooking or barbecuing on decks or patios shall be restricted to areas specially designated by the Board of Directors.

18. LOCKS/KEYS; NONLIABILITY: The Board of Directors, or its designated agent, may retain a pass key to the premises. No Unit Owner shall alter any lock or install a new lock or a knocker on any door of the premises without the written consent of the Board of Directors. In case such consent is given, the Unit Owner shall provide the Board of Directors, or its agent, with an additional key pursuant to its right of access to the demises premises. Provided, however, that should any key or keys be entrusted by a Unit Owner or occupant or by any member of his family or by his agent, employee, licensee or visitor to the Board of Directors, whether for such Unit or an automobile, trunk or other item of personal property, the acceptance of the key shall be at the sole risk of such Unit Owner or occupant, and the Board of Directors shall not be liable for injury, loss or damage of any nature whatsoever directly or indirectly resulting therefrom or connected therewith.

19. AMENDMENT and INTERPRETATION: The Board of Directors shall have the sole authority to amend these Rules and Regulations. The Board may issue any interpretation of the meaning, intent, and purpose of these Rules and Regulations the Board deems beneficial to the operations of Hackett Drive Condominiums.

Executed at Oakland, Iowa this 13 day of July, 1990.

HACKETT DRIVE CONDOMINIUM  
ASSOCIATION

BY: Larry D. Hackett  
Board of Directors

JAC:Hackett/2:INDUS3:dmf

**COMPARED**

**BYLAWS  
OF  
HACKETT CONDOMINIUM ASSOCIATION**

# COMPARED

## TABLE OF CONTENTS

	<u>PAGE</u>
<u>ARTICLE I</u> - NAME . . . . .	1
<u>ARTICLE II</u> - MEETING OF MEMBERS . . . . .	1
<u>ARTICLE III</u> - BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE . . . . .	2
<u>ARTICLE IV</u> - NOMINATION AND ELECTION OF DIRECTORS . . . . .	2
<u>ARTICLE V</u> - MEETING OF DIRECTORS . . . . .	3
<u>ARTICLE VI</u> - POWERS AND DUTIES OF THE BOARD OF DIRECTORS .	3
<u>ARTICLE VII</u> - OFFICERS AND THEIR DUTIES . . . . .	4
<u>ARTICLE VIII</u> - ASSESSMENTS . . . . .	6
<u>ARTICLE IX</u> - AMENDMENTS . . . . .	6
<u>ARTICLE X</u> - MISCELLANEOUS . . . . .	7

# COMPARED

BYLAWS  
OF  
HACKETT CONDOMINIUM ASSOCIATION

## ARTICLE I

### NAME

The name of the Association is Hackett Condominium Association, hereinafter referred to as "Association".

## ARTICLE II

### MEETING OF MEMBERS

Section 1. Annual Meetings. The first annual meeting of the members shall be held on July 20, 1990, and each subsequent regular annual meeting of the members shall be held on the first Monday in January of each year thereafter at the hour 8:00 o'clock p.m. The meeting shall be held at a place as designated by the Board of Directors. If a day for the annual meeting of the member is a legal holiday, the meeting will be held at the same hour on the first day following which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the members may be called at any time by the president or by the Board of Directors, or upon written request of three members who are entitled to vote.

Section 3. Notice of Meetings. Written notice of each meeting of the members shall be given by, or at the direction of, the secretary or person authorized to call the meeting, by mailing or delivering a copy of such notice, at least 15 days before such meeting to each member entitled to vote thereat, addressed to the member's address last appearing on the books of the Association, or supplied by such member to the Association for the purpose of notice. Such notice shall specify the place, day and hour of the meeting, and in the case of a special meeting, the purpose of the meeting.

Section 4. Quorum. The presence at the meeting of a majority of the members entitled to cast votes, or of proxies entitled to cast votes, shall constitute a quorum for any action except as otherwise provided in the Declaration of Condominium for the Hackett Drive Condominiums filed herewith (hereafter: "Declaration"), or these Bylaws. If, however, such quorum shall

# COMPARED

-2-

not be present or represented at any meeting, the members entitled to vote thereat shall have power to adjourn the meeting from time to time, without notice other than announcement at the meeting, until a quorum as aforesaid shall be present or be represented.

Section 5. Proxies. At all meetings of members, each member may vote in person or by proxy. All proxies shall be in writing and filed with the secretary. Every proxy shall be revocable and shall automatically cease upon conveyance by the member of his unit.

## ARTICLE III

### BOARD OF DIRECTORS: SELECTION; TERM OF OFFICE

Section 1. Number. The affairs of this Association shall be managed by a Board of not less than two (2) nor more than five (5) Directors; all Directors shall be members of the Association.

Section 2. Term of Office. At the first annual meeting the members shall elect one (1) director for a term of two years and one (1) director for a term of three years; and at each annual meeting thereafter, the members shall elect directors. Each director shall be elected to serve a three year term thereafter.

Section 3. Removal. Any director may be removed from the Board, with or without cause, by a majority vote of the members of the Association. In the event of death, resignation or removal of a director, a successor shall be selected by the remaining members of the Board and shall serve for the unexpired term of his predecessor.

Section 4. Compensation. No director shall receive compensation for any service said member may render to the Association. However, any director may be reimbursed for actual expenses incurred in the performance of Board duties.

Section 5. Action Taken Without a Meeting. The directors shall have the right to take any action in the absence of a meeting which they could take at a meeting by obtaining the written approval of all the directors. Any action so approved shall have the same effect as though taken at a meeting of the directors.

## ARTICLE IV

### NOMINATION AND ELECTION OF DIRECTORS

Section 1. Nomination. Nomination for election to the Board of Directors shall be made by a Nominating Committee. The Nominating Committee shall consist of a Chairman, who shall be a

member of the Board of Directors, and one or more members of the Association. The Nominating Committee shall be appointed by the Board of Directors prior to each annual meeting of the members, to serve from the close of such annual meeting until the close of the next annual meeting and such appointment shall be announced at each annual meeting. The Nominating Committee shall make as many nominations for election to the Board of Directors as it shall in its discretion determine, but not less than the number of vacancies that are to be filled. Such nominations shall be made from among eligible Association members.

Section 2. Election. Election to the Board of Directors shall be by secret written ballot. Each member shall be entitled to one vote.

## ARTICLE V

### MEETING OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held quarterly without notice, at such place and hour as may be fixed from time to time by resolution of the Board. Should said meeting fall upon a legal holiday, then that meeting shall be held at the same time on the next day which is not a legal holiday.

Section 2. Special Meetings. Special meetings of the Board of Directors shall be held when called by the president of the Association, or by any majority of the directors, after not less than three (3) days notice to each Director. Presence at a meeting by a director waives the requirement of proof of giving notice.

Section 3. Quorum. A majority of the number of directors shall constitute a quorum for the transaction of business. Every act or decision done or made by a majority of the directors present at a duly held meeting at which a quorum is present shall be regarded as the act of the Board.

## ARTICLE VI

### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

Section 1. Powers. The Board of Directors shall have the power to:

- (a) Adopt and publish rules and regulations governing the use of the common area and facilities, and the personal conduct of the members and their guests thereon, and to establish penalties for the infraction thereof;
- (b) Suspend the voting rights of a member during any period in which such member shall be in default in the payment of any assessment levied by the Association.

# COMPARED

-4-

- (c) Exercise for the Association all powers, duties and authority vested in or delegated to this Association and not reserved to the membership by other provisions of these Bylaws, or the Declaration;
- (d) Declare the office of a member of the Board of Directors to be vacant in the event such member shall be absent from three (3) consecutive regular meetings of the Board of Directors.

Section 2. Duties. It shall be the duty of the Board of Directors to:

- (a) Cause to be kept a complete record of all its acts and Association affairs and to present a statement thereof to the members at the annual meeting of the members, or any special meeting when such statement is requested in writing by a majority of the members who are entitled to vote;
- (b) Supervise all officers, agents and employees of this Association, and to see that their duties are properly performed;
- (c) Fix the amount of annual assessment against each building unit at least thirty (30) days in advance of each annual assessment period;
- (d) Send written notice of each assessment to every owner subject thereto at least thirty (30) days in advance of each annual assessment period; and cause a lien to be placed against any property for which assessments are not paid within thirty (30) days after due date or to bring an action at law against the owner personally obligate to pay the same;
- (e) Procure and maintain adequate liability and hazard insurance on property owned by the Association;
- (f) Cause the common area to be maintained; and
- (g) Carry out and perform such other requirements and obligations of the Declaration and performs such other general duties as may be necessary.

## ARTICLE VII

### OFFICERS AND THEIR DUTIES

Section 1. Enumeration of Officers. The officers of this Association shall be a president and a vice-president, who shall

at all times be members of the Board of Directors, a secretary, and a treasurer, and such other officers as the Board may from time to time by resolution make.

Section 2. Election of Officers. The election of officers shall take place at the first meeting of the Board of Directors following each annual meeting of the members.

Section 3. Term. The officers of this Association shall be elected annually by the Board and each shall hold office for one (1) year, unless he shall sooner resign, or shall be removed, or otherwise disqualified to serve.

Section 4. Special Appointments. The Board may elect such other officers as the affairs of the Association may require, each of whom shall hold office for such period, have such authority, and perform such duties as the Board may, from time to time determine.

Section 5. Resignation and Removal. Any officer may be removed from office with or without cause by the Board. Any officer may resign at any time giving written notice to the Board, the president or the secretary. Such resignation shall take effect on the date of receipt of such notice or at any later time specified therein; and unless otherwise specified therein, the acceptance of such resignation shall not be necessary to make it effective. An officer may be removed and a new one elected by action of the Board; a removal vote shall require a two-thirds majority vote of the Board.

Section 6. Vacancies. A vacancy in any office may be filled by appointment by the Board. The officer appointed to such vacancy shall serve for the remainder of the term of the officer he replaces.

Section 7. Multiple Offices. The offices herein enumerated may be held by the same person.

Section 8. Duties. The duties of the officers are as follows:

(a) President. The president shall preside at all meetings of the Board of Directors and shall see that orders and resolutions of the Board are carried out.

(b) Vice-President. The vice-president shall act in the place and stead of the president in the event of the President's absence, inability or refusal to act, and shall exercise and discharge such other duties as may be required by the Board.

# COMPARED

-6-

(c) Secretary. The secretary shall record the votes and keep the minutes of all meetings and proceedings of the Board and of the members; serve notice of all meetings of the Board and of the members; keep appropriate current records showing the members of the Association together with their addresses; and shall perform such other duties as required by the Board.

(d) Treasurer. The treasurer shall receive and deposit in appropriate bank accounts all monies of the Association and shall disburse such funds as directed by resolution of the Board of Directors; shall sign all checks and promissory notes of the Association; keep proper books of account, and shall prepare an annual budget and a statement of income and expenditures to be presented to the membership at its regular annual meeting, and deliver a copy of each to the members.

## ARTICLE VIII

### ASSESSMENTS

Each member is obligated to pay to the Association such monthly, annual and special assessments as may, from time to time be established and determined by the Board of Directors, and shall be secured by a continuing lien upon the property against which the assessment is made. Any assessments which are not paid when due shall be delinquent. If the assessment is not paid within thirty (30) days after the due date, the assessment shall bear interest from the date of delinquency, at 10% simple interest per annum and the Association may bring an action at law against the owner personally obligated to pay the same or foreclose the lien against the property, and interest, costs and reasonable attorney's fees of any such action shall be added to the amount of such assessment. No owner may waive or otherwise escape liability for the assessments provided for herein by nonuse of the Common Area or abandonment of his unit. The Association may cause a lien to be placed against any unit for nonpayment of assessment by filing a notice of nonpayment of assessment of the delinquent amount in the County Recorder's Office, Council Bluffs, Iowa, and the same shall be a lien against the property of the owner till paid and may be foreclosed in the same manner as foreclosure of other liens allowed by State law.

## ARTICLE IX

### AMENDMENTS

Section 1. These Bylaws may be amended, at a regular or special meeting of the members by a vote of a majority of a quorum of members present in person or by proxy.

Section 2. In case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

COMPARED

-7-

ARTICLE X

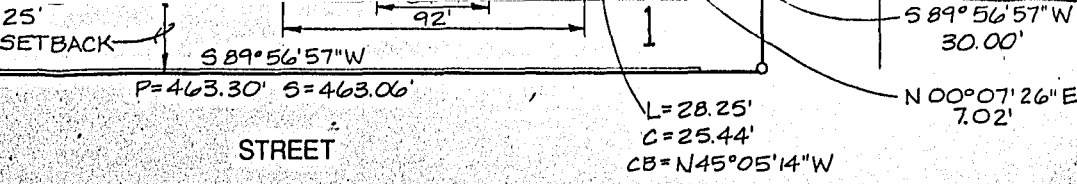
MISCELLANEOUS

The fiscal year of the Association shall begin on the first day of January and end on the last day of December of every year.

Larry Hackett  
President

ATTEST:

Wendy Harboett  
Secretary



COMPARED

DEDICATION:

KNOW ALL MEN OF THESE PRESENTS, THAT LARRY HACKETT CONSTRUCTION, INC. BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAS CAUSED THE SAME TO BE PLATTED INTO A LOT, TO BE KNOWN AS LOT 1 HACKETT DRIVE CONDOMINIUMS IN THE CITY OF OAKLAND, IOWA, AS APPEARS ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER AND PROPRIETOR.

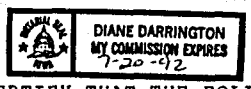
IN WITNESS WHEREOF I DO HEREUNTO SET MY HAND THIS 13 DAY OF July 1990 A.D. 4489

PRESIDENT: Larry D. Hackett  
LARRY HACKETT CONSTRUCTION, INC.

SECRETARY: Wendy L. Hackett

STATE OF IOWA)  
COUNTY OF POTTAWATTAMIE)

ON THIS 13<sup>th</sup> DAY OF July, 1990, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LARRY D. HACKETT AND WENDY L. HACKETT TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY OF LARRY HACKETT CONSTRUCTION, INC., AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED AND BY AUTHORITY OF THE CORPORATIONS BOARD OF DIRECTORS.



Diane Darrington  
NOTARY PUBLIC

I HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUS WITH THE FILING OF THE FINAL PLAT:

- a. ALL PRIVATE RESTRICTIONS AND/OR COVENANTS, INCLUDING THE DECLARATION REQUIRED BY IOWA CONDOMINIUM STATUTES, WHICH WILL BE A PART OF THE SUBJECT DEVELOPMENT
- b. NOTARIZED CERTIFICATION OF OWNER THAT THE SUBDIVISION AS IT APPEARS HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER.

Larry D. Hackett - President  
OWNER

7-13-90  
DATE

CITY PLANNING COMMISSION

[Signature]  
APPROVED BY CHAIRMAN

7-9-90  
DATE

CITY COUNCIL

[Signature]  
APPROVED BY MAYOR

DATE

ATTESTED BY:

[Signature]  
CITY CLERK

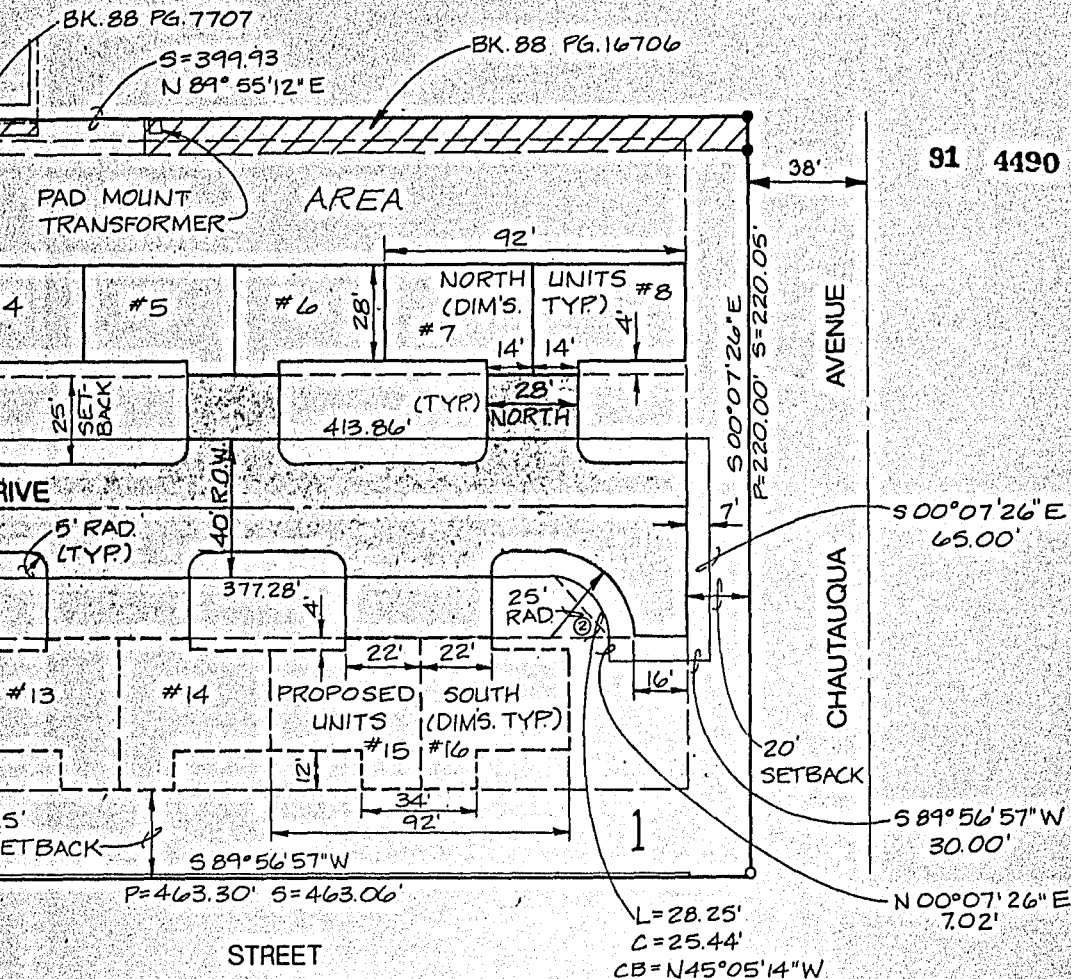
7-9-90  
DATE

COMPARED

AND ASSOCIATES INC					
ICES	COUNCIL BLUFFS	RED OAK	DENISON	ATLANTIC	SHT.
DATE	REVISIONS	TITLE			
		HACKETT DRIVE CONDOMINIUMS 91 4488			1/1

## FAMILY DISTRICT (R-3)

# COMPARED



# COMPARED

CTIONS AND/OR COVENANTS, INCLUDING  
RED BY IOWA CONDOMINIUM STATUTES,  
THE SUBJECT DEVELOPMENT.

VE CONDOMINIUMS

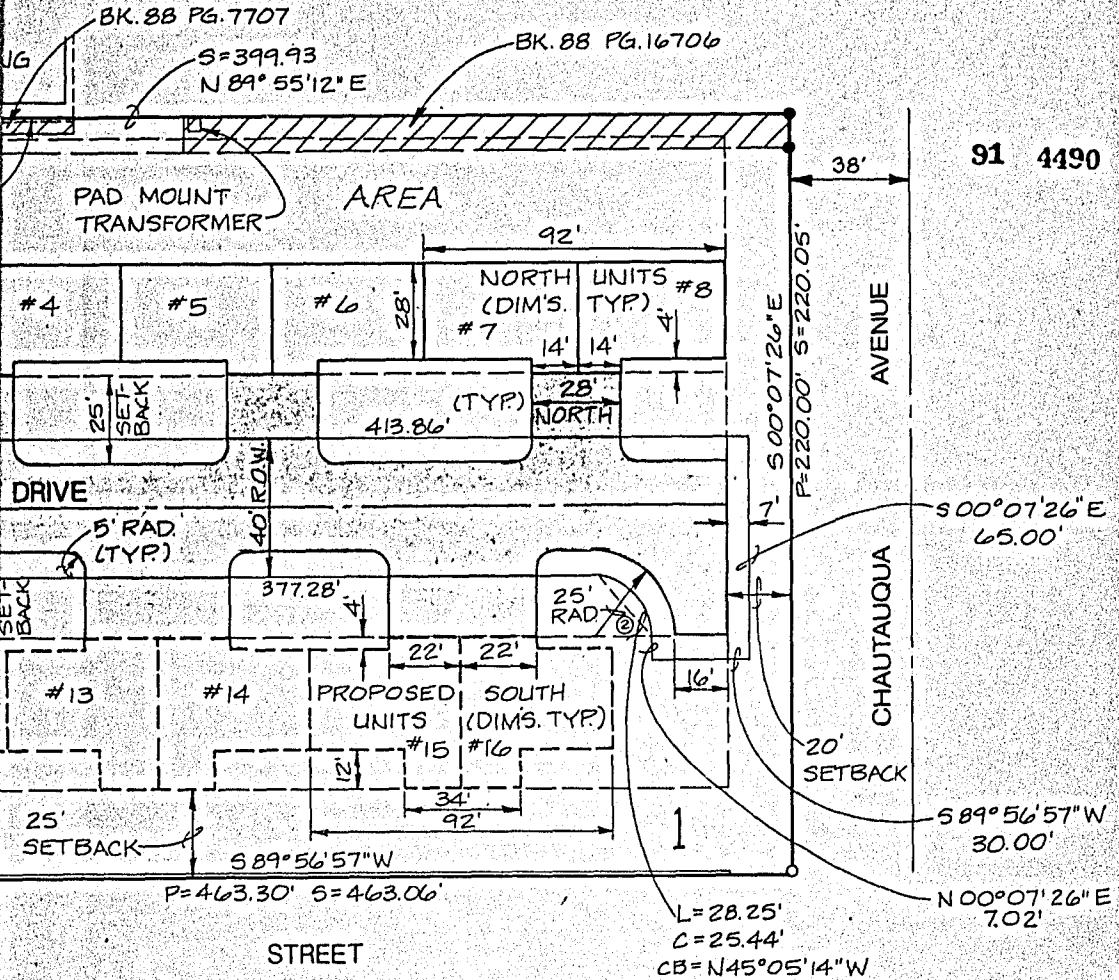
LARRY HACKETT CONSTRUCTION, INC.

1 BOX 175

OAKLAND, IOWA 51560

1-FAMILY DISTRICT (R-3)

COMPARED



DEDICATION:

KNOW ALL MEN OF THESE PRESENTS, THAT LARRY HACKETT CONSTRUCTION, INC. BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAS CAUSED THE SAME TO BE PLATTED INTO A LOT, TO BE KNOWN AS LOT 1 HACKETT DRIVE CONDOMINIUMS IN THE CITY OF OAKLAND, IOWA, AS APPEARS ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER AND PROPRIETOR.

RETURNED SET BY HAND THIS 13 DAY

SECRETARY: Wendy L. Hackett  
INC.

1990, BEFORE ME  
IN AND FOR SAID STATE, PERSONAL  
AND WENDY L. HACKETT TO ME KNOWN  
AS SECRETARY OF LARRY HACKETT

COMPARED

OWNER: LARRY H  
RT. 1 B  
OAKLAND

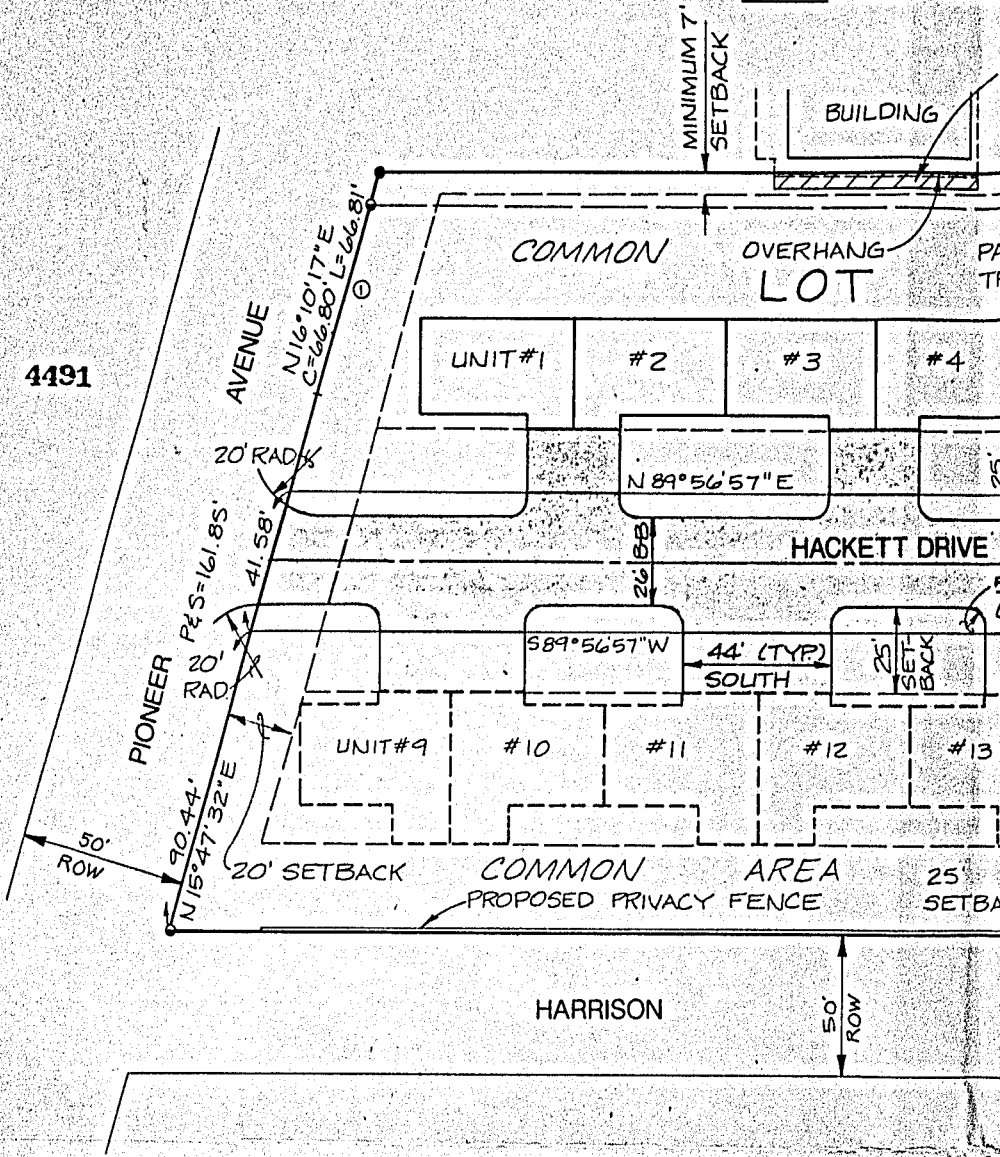
**ZONED : MULTI-FAMILY**

CURVE DATA (R.O.W.)

- ①  $R = 5599.58'$   
 $\Delta = 00^{\circ}41'01''$
- ②  $R = 18.00'$   
 $\Delta = 89^{\circ}55'37''$

# COMPARED

91 4491



### LEGEND

- FOUND 3/4" PIPE  
W/CAP 5245
- FOUND PINCH  
TOP PIPE
- SET T-BAR  
W/CAP 3684

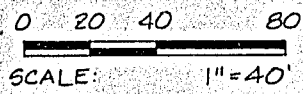
EASEMENT


COMMON AREA  
 PROPOSED PRIVACY FENCE  
 25' SETBACK  
 50' ROW  
 HARRISON



# LEGEND

- FOUND 3/4" PIPE  
W/CAP 5245
- FOUND PINCH  
TOP PIPE
- SET T-BAR  
W/CAP 3684



 EASEMENT

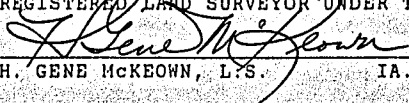
NOTE:  
 A PERPETUAL EASEMENT IS  
 RESERVED ALONG THE SIDE LOT  
 LINES, 10 FEET IN WIDTH FOR  
 UTILITY INSTALLATION &  
 MAINTENANCE.

## LEGAL DESCRIPTION:

THE SOUTH 10 FEET OF LOT 6 AND ALL OF LOT 7, IN SCHUEMAN-BURGETT  
 SECOND ADDITION TO THE TOWN OF OAKLAND, IOWA, SUBJECT TO  
 EASEMENTS OF RECORD.

91 4492

I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS MADE BY  
 ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY  
 REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

  
 H. GENE McKEOWN, L.S. IA. REG. NO. 3684 DATE: 7/8/90

COMPARED

S 89° 56' 57" W

P=463.30' S=463.06'

L=28.25'

C=25.44'

CB=N45°05'14"W

N 00° 07' 26" E  
7.02'

STREET

COMPARED

DEDICATION:

KNOW ALL MEN OF THESE PRESENTS, THAT LARRY HACKETT CONSTRUCTION, INC. BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAS CAUSED THE SAME TO BE PLATTED INTO A LOT, TO BE KNOWN AS LOT 1 HACKETT DRIVE CONDOMINIUMS IN THE CITY OF OAKLAND, IOWA, AS APPEARS ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER AND PROPRIETOR.

IN WITNESS WHEREOF I DO HEREUNTO SET MY HAND THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1990 A.D.

91 4494

PRESIDENT:  
LARRY HACKETT CONSTRUCTION, INC.

SECRETARY:

STATE OF IOWA)  
COUNTY OF POTTAWATTAMIE)

ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 1990, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LARRY D. HACKETT AND WENDY L. HACKETT TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY OF LARRY HACKETT CONSTRUCTION, INC., AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED AND BY AUTHORITY OF THE CORPORATIONS BOARD OF DIRECTORS.

NOTARY PUBLIC

I HEREBY CERTIFY THAT THE FOLLOWING DOCUMENTS WILL BE RECORDED WITH THE POTTAWATTAMIE COUNTY RECORDER CONTEMPORANEOUS WITH THE FILING OF THE FINAL PLAT:

- a. ALL PRIVATE RESTRICTIONS AND/OR COVENANTS, INCLUDING THE DECLARATION REQUIRED BY IOWA CONDOMINIUM STATUTES, WHICH WILL BE A PART OF THE SUBJECT DEVELOPMENT
- b. NOTARIZED CERTIFICATION OF OWNER THAT THE SUBDIVISION AS IT APPEARS HEREON IS WITH THE FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE OWNER.

OWNER \_\_\_\_\_ DATE \_\_\_\_\_

CITY PLANNING COMMISSION

APPROVED BY CHAIRMAN \_\_\_\_\_ DATE \_\_\_\_\_

CITY COUNCIL

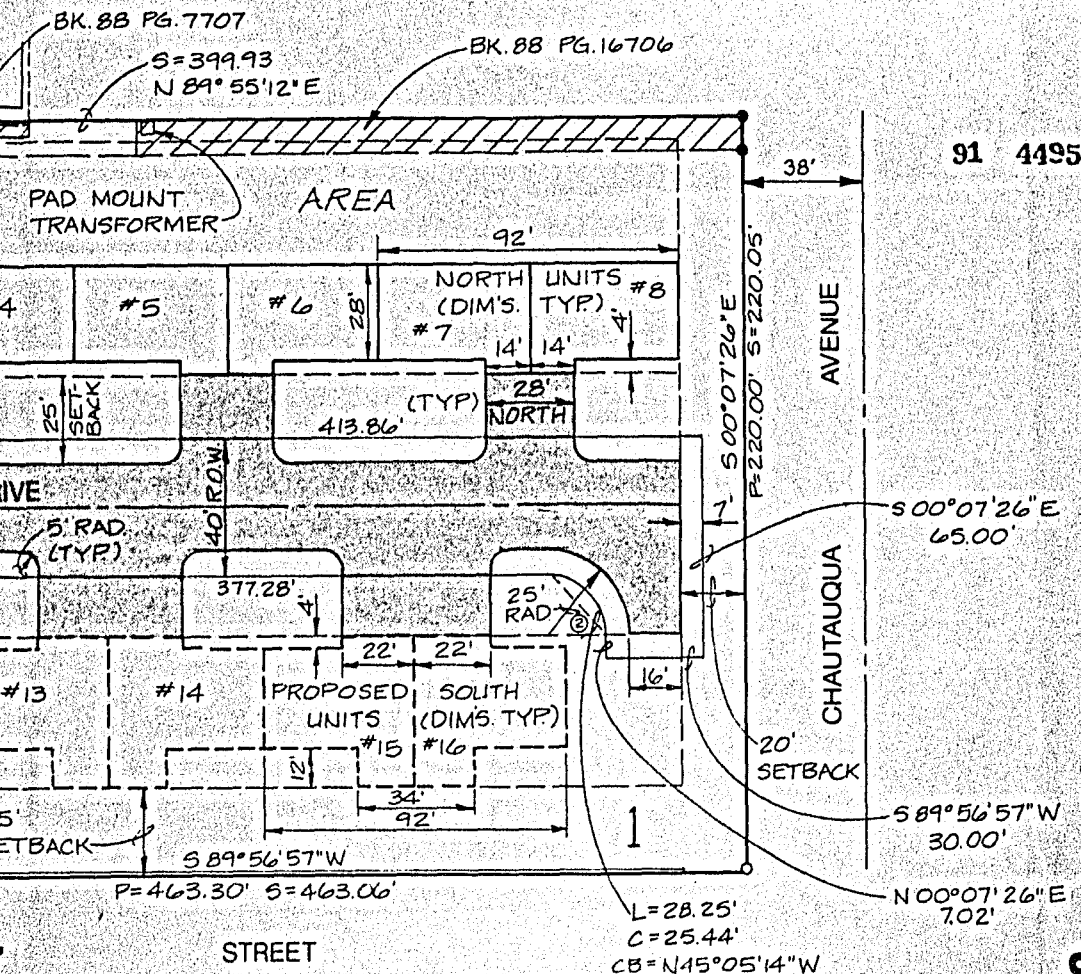
APPROVED BY MAYOR \_\_\_\_\_ DATE \_\_\_\_\_

ATTESTED BY:

CITY CLERK \_\_\_\_\_ DATE \_\_\_\_\_

COMPARED

AND ASSOCIATES INC		RED OAK		DENISON		ATLANTIC	
FRICES	COUNCIL	BLUFFS	REVISIONS	TITLE	HACKETT DRIVE CONDOMINIUMS		91 4493
						BHT. 1/1	



COMPARED

DEDICATION:

KNOW ALL MEN OF THESE PRESENTS: THAT LARRY HACKETT CONSTRUCTION, INC. BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAS CAUSED THE SAME TO BE PLATTED INTO A LOT: TO BE KNOWN AS LOT 1 HACKETT DRIVE CONDOMINIUMS IN THE CITY OF OAKLAND, IOWA, AS APPEARS ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE UNDERSIGNED OWNER AND PROPRIETOR.

IN WITNESS WHEREOF I DO HEREUNTO SET MY HAND THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1990 A.D.

PRESIDENT:  
LARRY HACKETT CONSTRUCTION, INC.

SECRETARY:

91 4494

STATE OF IOWA)  
COUNTY OF POTTAWATTAMIE)

ON THIS \_\_\_\_ DAY OF \_\_\_\_\_, 1990, BEFORE ME, THE UNDERSIGNED, A NOTARY PUBLIC IN AND FOR SAID STATE, PERSONALLY APPEARED LARRY D. HACKETT AND WENDY L. HACKETT TO ME KNOWN TO BE THE PRESIDENT AND SECRETARY, RESPECTIVELY OF LARRY HACKETT CONSTRUCTION, INC., AND ACKNOWLEDGED THAT THEY EXECUTED THE SAME AS THEIR VOLUNTARY ACT AND DEED AND BY AUTHORITY OF THE CORPORATIONS BOARD OF DIRECTORS.

NOTARY PUBLIC

FOLLOWING DOCUMENTS WILL BE RECORDED  
RECORD CONTEMPORANEOUS WITH THE

CTIONS AND/OR COVENANTS, INCLUDING  
RED BY IOWA CONDOMINIUM STATUTES,  
THE SUBJECT DEVELOPMENT  
CATION OF OWNER THAT THE SUBDIVISION  
WITH THE FREE CONSENT AND

# VE CONDOMINIUMS

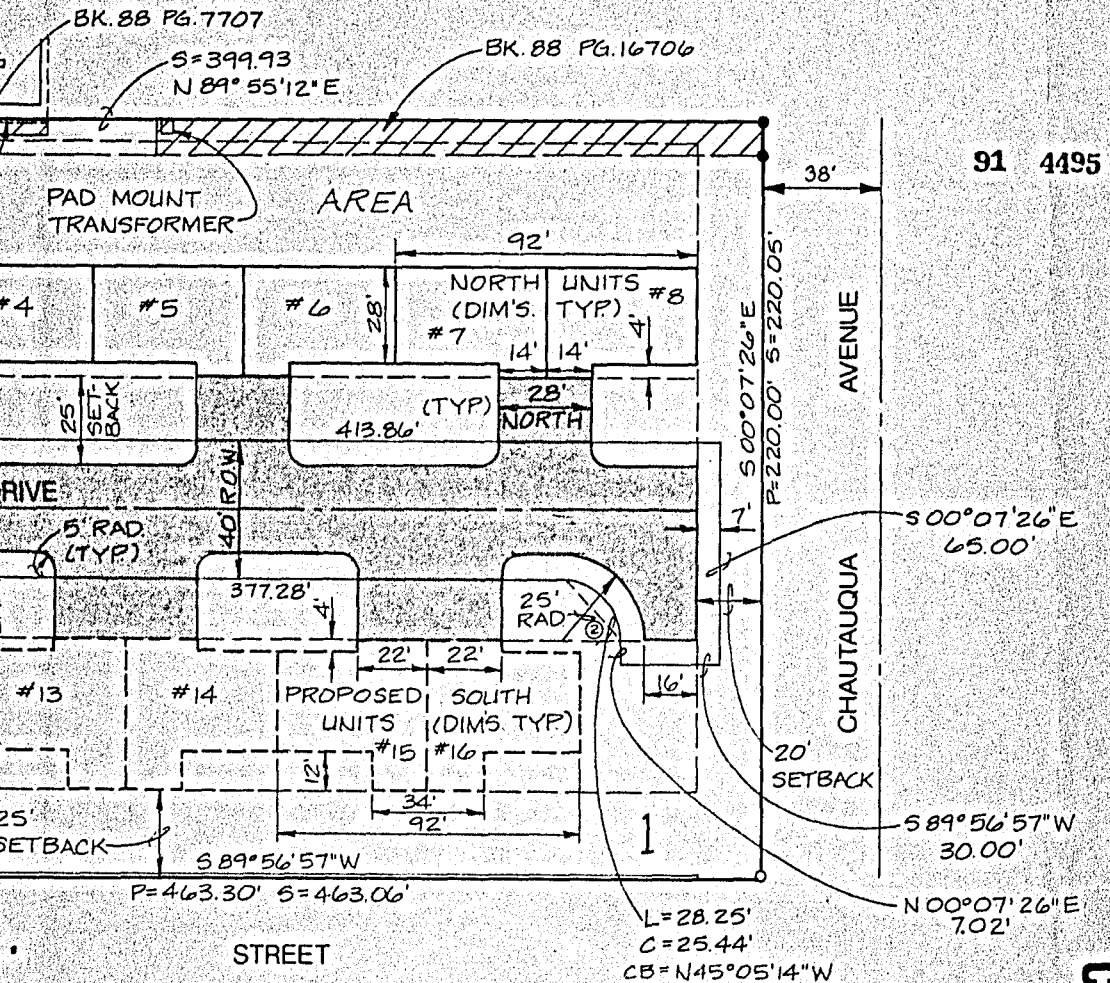
COMPARED

LARRY HACKETT CONSTRUCTION, INC.

1 BOX 175

OKLAHOMA, IOWA 51560

FAMILY DISTRICT (R-3)



## DEDICATION:

KNOW ALL MEN OF THESE PRESENTS, THAT LARRY HACKETT CONSTRUCTION, INC. BEING SOLE OWNER AND PROPRIETOR OF THE LAND DESCRIBED IN THE SURVEYOR'S CERTIFICATE AND EMBRACED WITHIN THIS PLAT, HAS CAUSED THE SAME TO BE PLATTED INTO A LOT, TO BE KNOWN AS LOT 1 HACKETT DRIVE CONDOMINIUMS IN THE CITY OF OKLAHOMA, IOWA, AS APPEARS ON THIS PLAT IS MADE WITH FREE CONSENT AND IN ACCORDANCE WITH THE DESIRE OF THE

BEUNTO SET MY HAND THIS \_\_\_\_\_ DAY

SECRETARY:

INC.

COMPARED

COMPARED

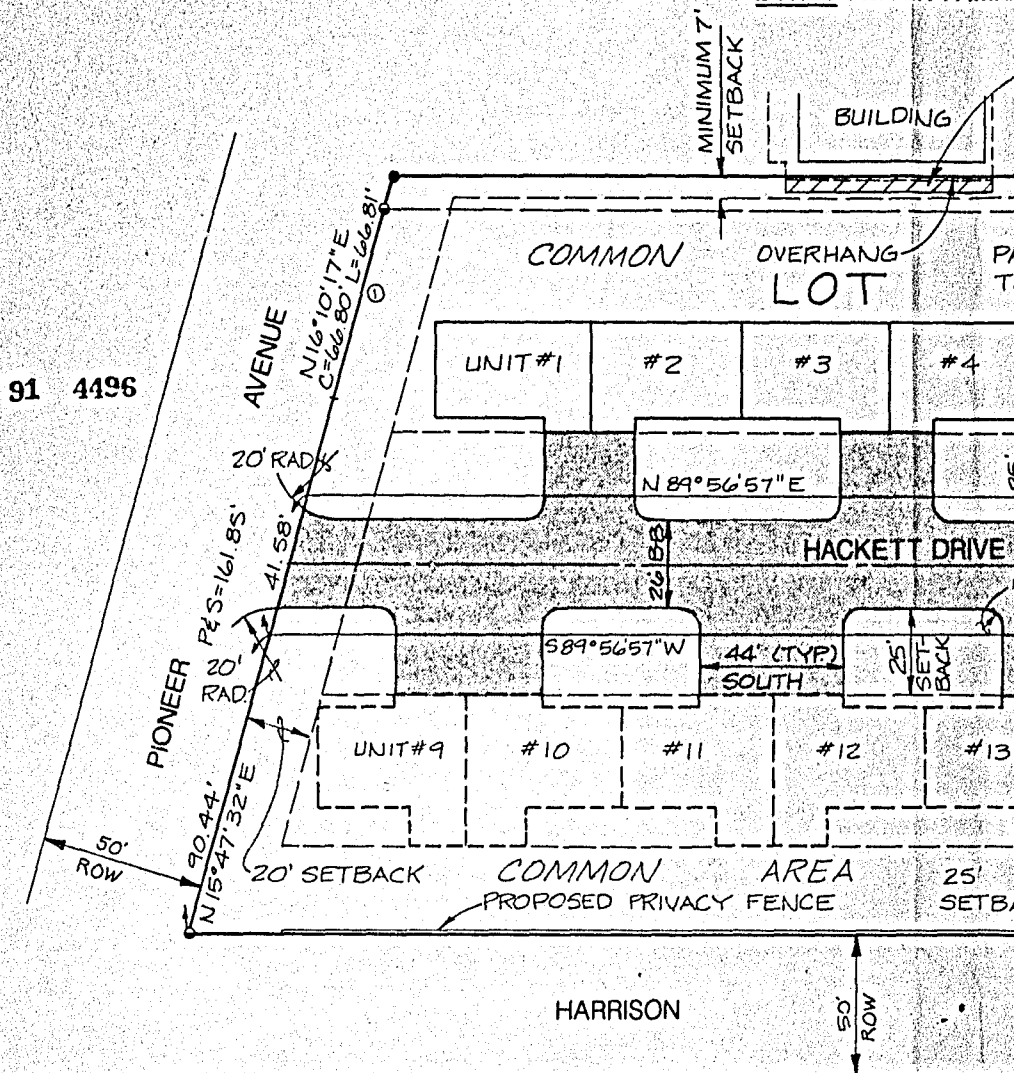
# HACKETT DRIVE C

## CURVE DATA (R.O.W.)

- ①  $R=5549.58'$   
 $\Delta=00^{\circ}41'01''$
- ②  $R=18.00'$   
 $\Delta=89^{\circ}55'37''$

OWNER: LARRY M  
RT. 1 E  
OAKLAND

ZONED : MULTI-FAMILY



## LEGEND

- FOUND 3/4" PIPE  
W/ CAP 5245
- FOUND PINCH  
TOP PIPE
- SET T-BAR  
W/ CAP 3684

EASEMENT

20 SETBACK

PROPOSED PRIVACY FENCE

25 SETBACK

HARRISON

50' ROW



0 20 40 80  
SCALE: 1" = 40'

**LEGEND**

- FOUND 3/4" PIPE  
W/ CAP 5245
- FOUND PINCH  
TOP PIPE
- SET T-BAR  
W/ CAP 3684



EASEMENT



NOTE:  
A PERPETUAL EASEMENT IS  
RESERVED ALONG THE SIDE LOT  
LINES, 10 FEET IN WIDTH FOR  
UTILITY INSTALLATION &  
MAINTENANCE.

COMPARED

**LEGAL DESCRIPTION:**

THE SOUTH 10 FEET OF LOT 6 AND ALL OF LOT 7, IN SCHUEMAN-BURGETT  
SECOND ADDITION TO THE TOWN OF OAKLAND, IOWA, SUBJECT TO  
EASEMENTS OF RECORD.

91 4497

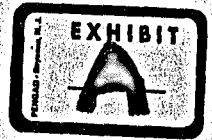
I HEREBY CERTIFY THAT THIS LAND SURVEYING DOCUMENT WAS MADE BY  
ME OR UNDER MY DIRECT PERSONAL SUPERVISION AND THAT I AM A DULY  
REGISTERED LAND SURVEYOR UNDER THE LAWS OF THE STATE OF IOWA.

*H. Gene McKeown*

7/18/90

H. GENE McKEOWN, L.S. IA. REG. NO. 3684 DATE:

1/3



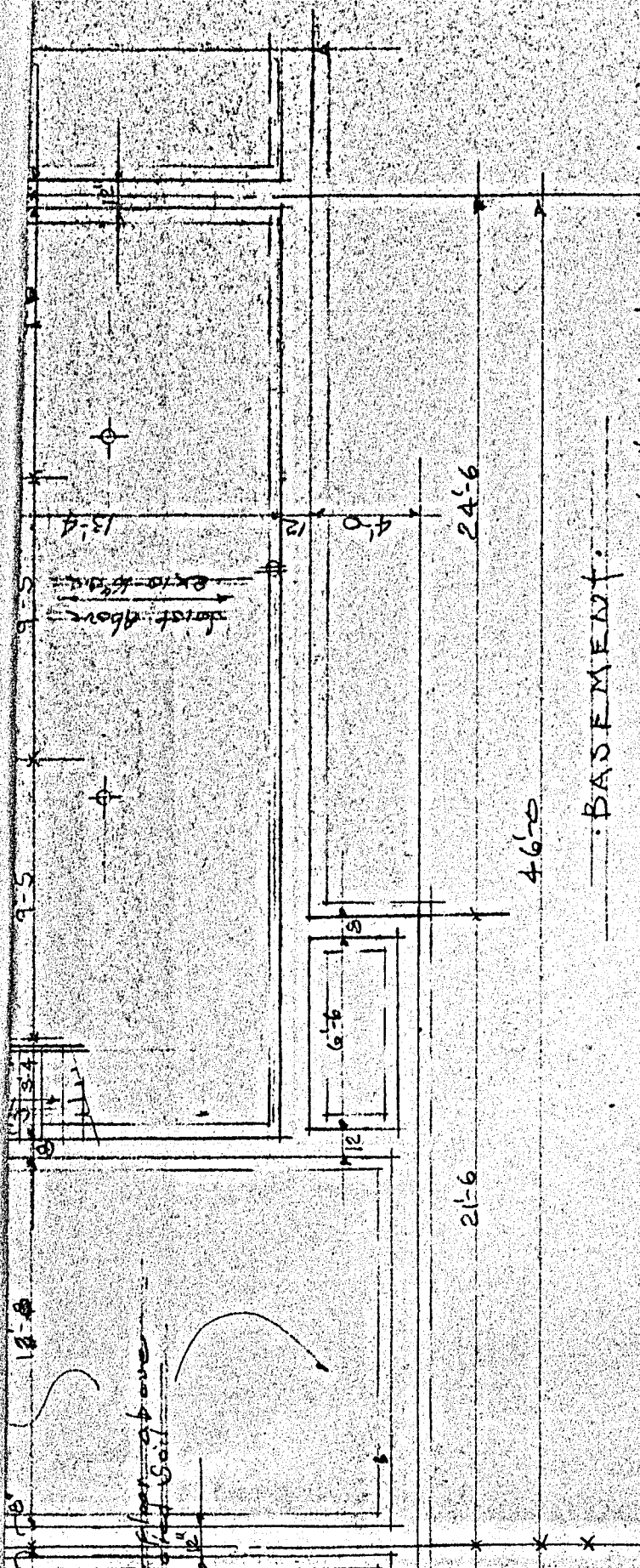
**H. GENE McKEOWN**  
CONSULTING ENGINEERS AND LAND SURVEYORS

OFFICES

PROJ. NO. 10530  
DATE JUNE, 1990

DRAWN BY KMH  
APPD. BY HGM

CLIENT  
LARRY HACKETT CONSTRUCTION, INC.  
RT. 1, BOX 175  
OAKLAND, IOWA 51560



Basement Floor Plan

BASEMENT

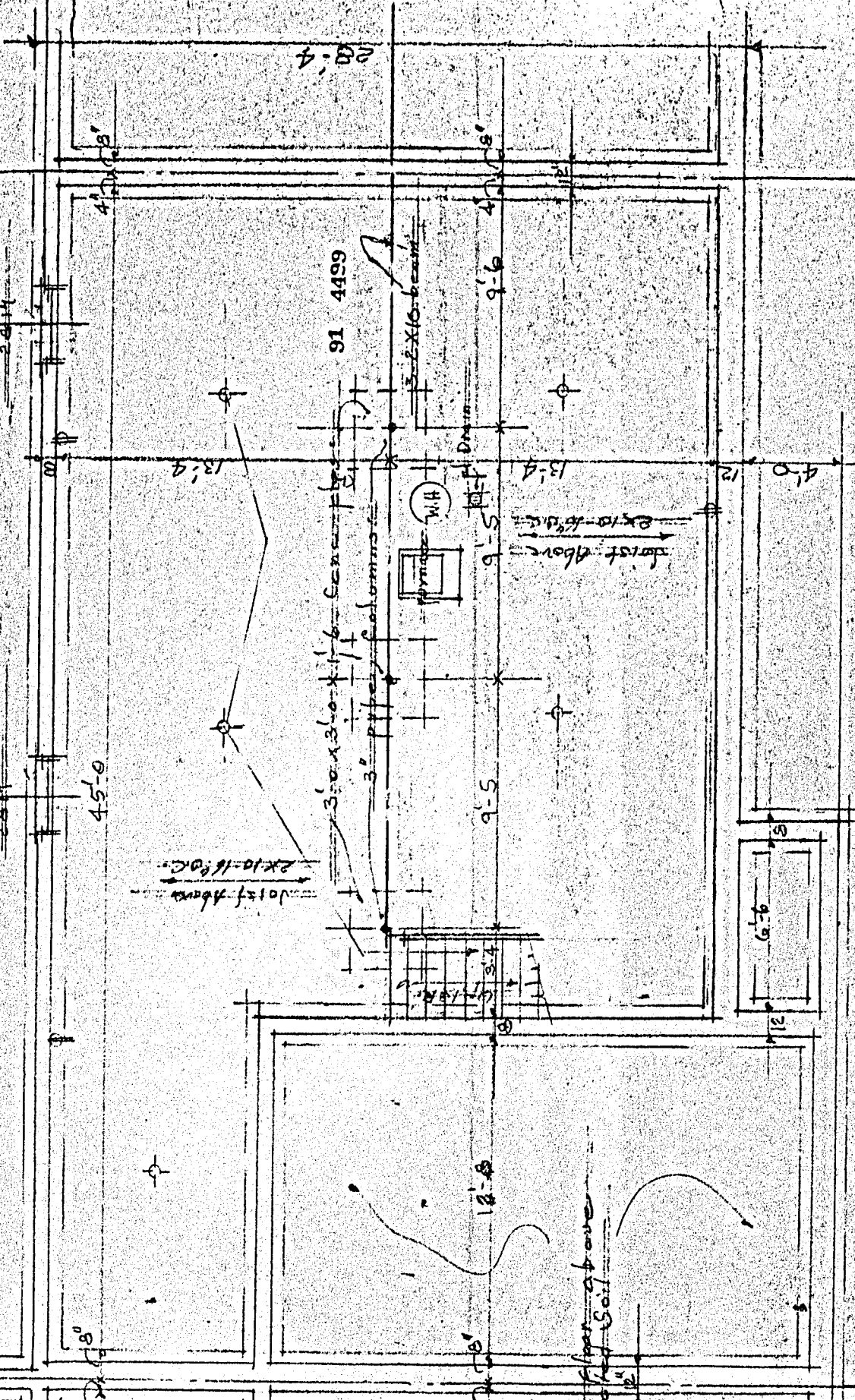
Repeat all notes, dimensions & sizes in all Units.

Condo Building for  
BARRY, HACKER, BILDER  
Oakland Tower



91 4498

90016



COMPARED

91 4500

46'-0"

21'-10 1/4"

17'-11 1/4"

5'-10 1/2"

45'-0"

2x10-16' O.C.  
1st floor

3'-0" x 3'-0" x 1'-6" concrete  
3" offset columns

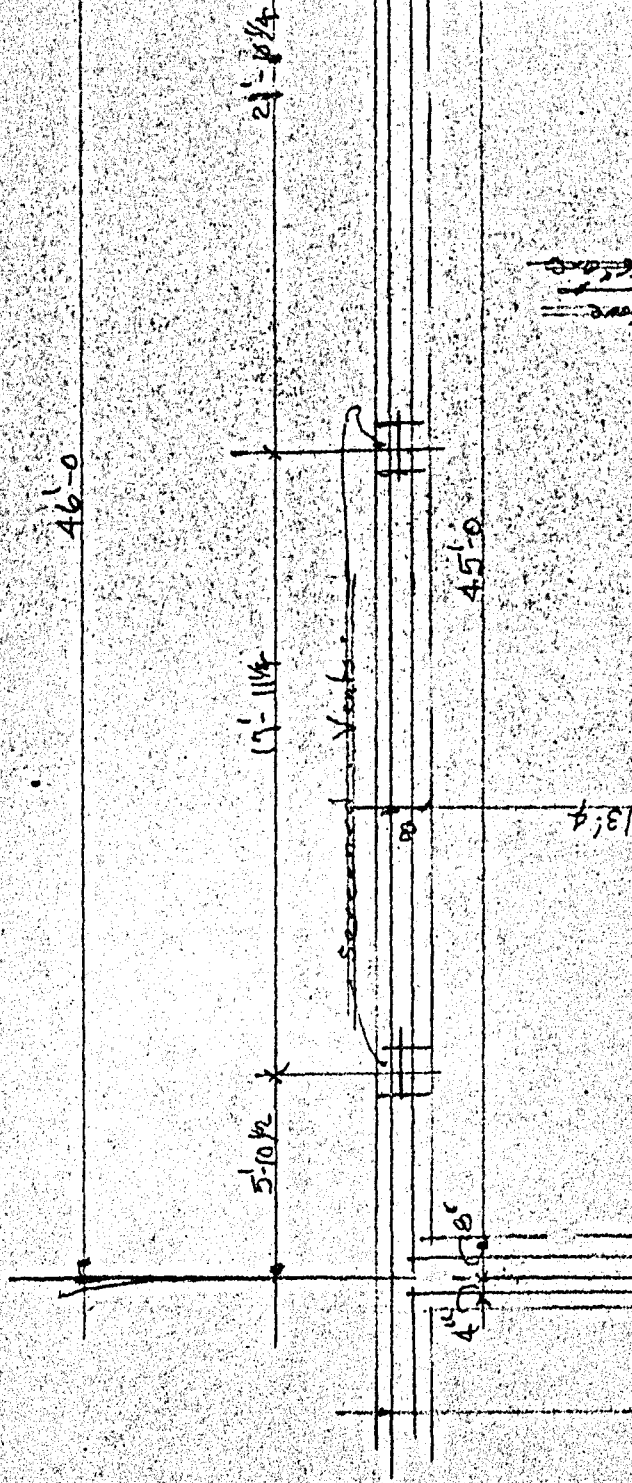
91 4499

29'-4"

3'-2" x 10' beam  
with

COMPARED

91 4501

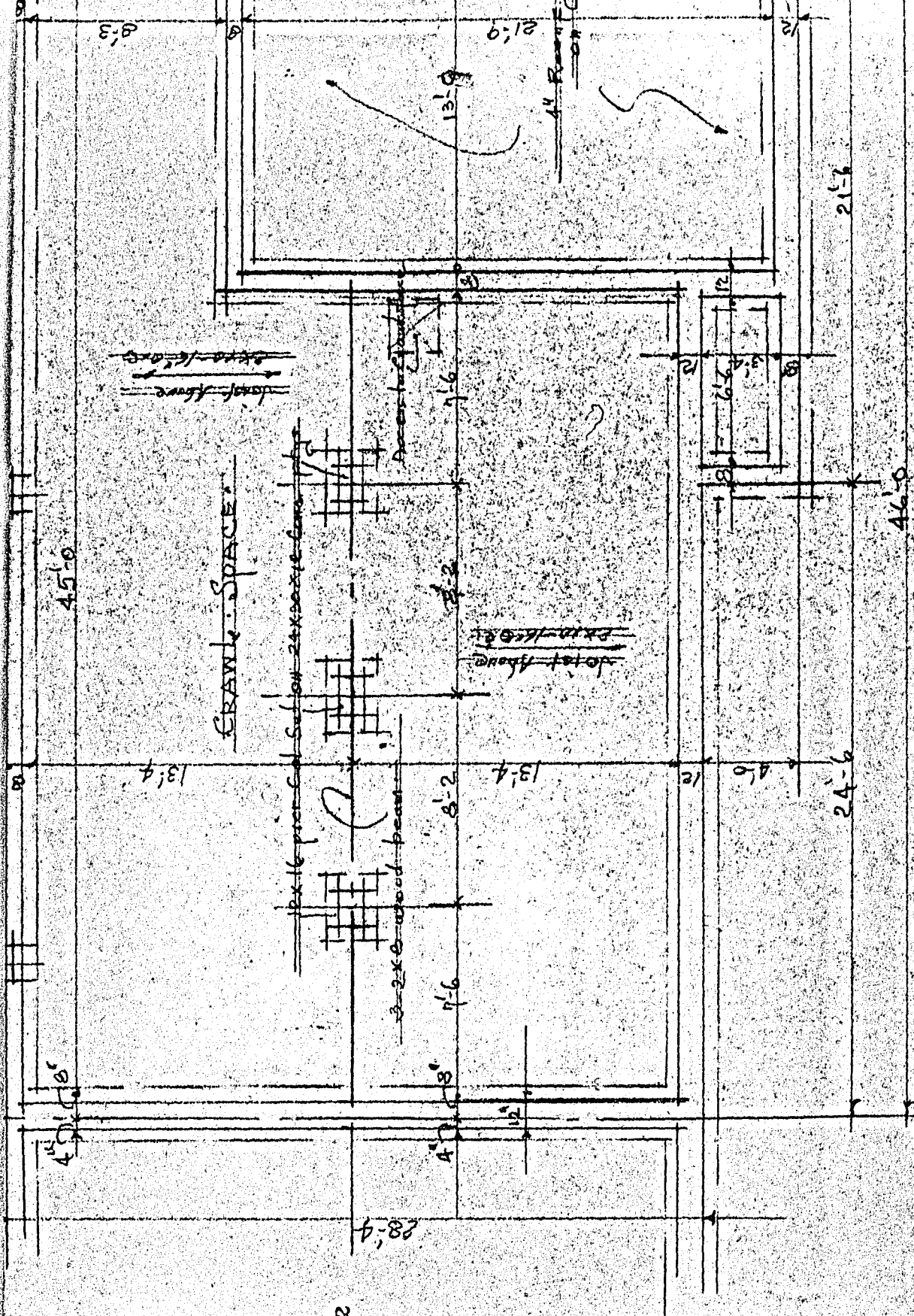


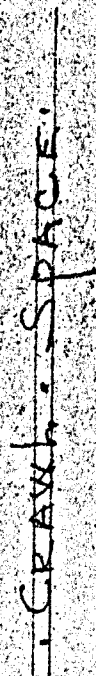
CRAWL SPACE

Ex 16 p m c d S o l o w 24 x 30 x 12 c o n s t r u c t i o n

91 4502

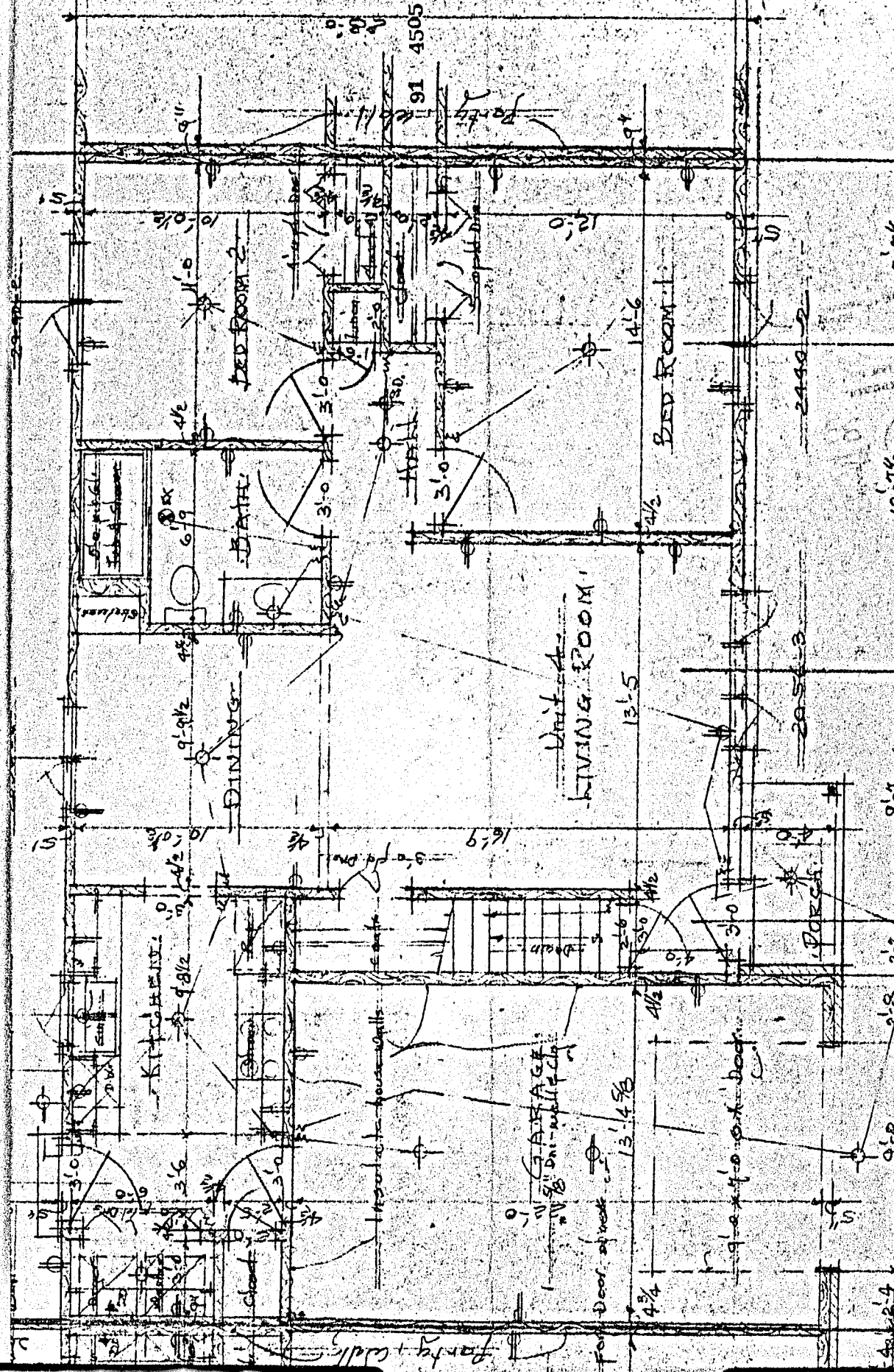
COMPARED



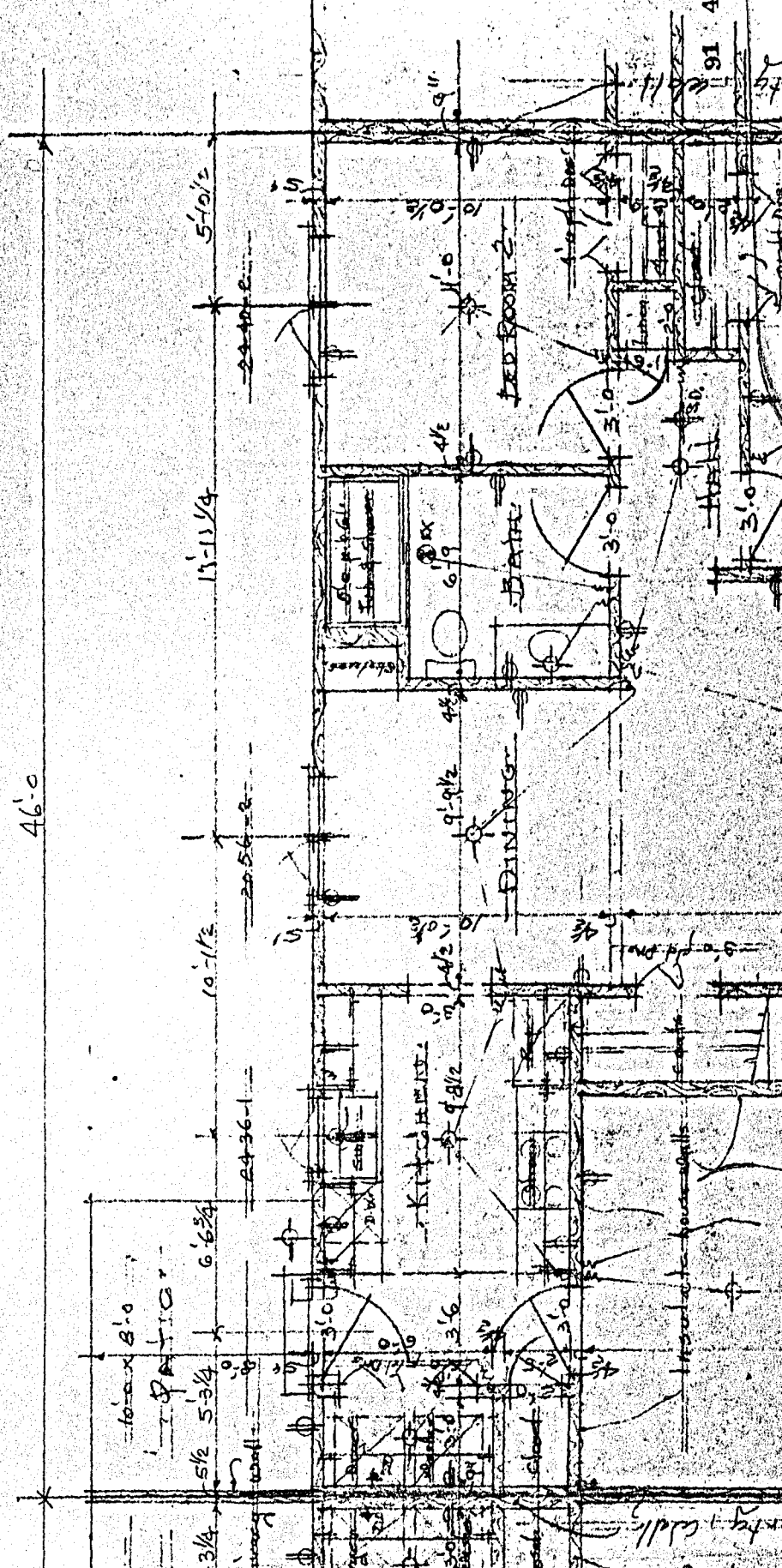


Found



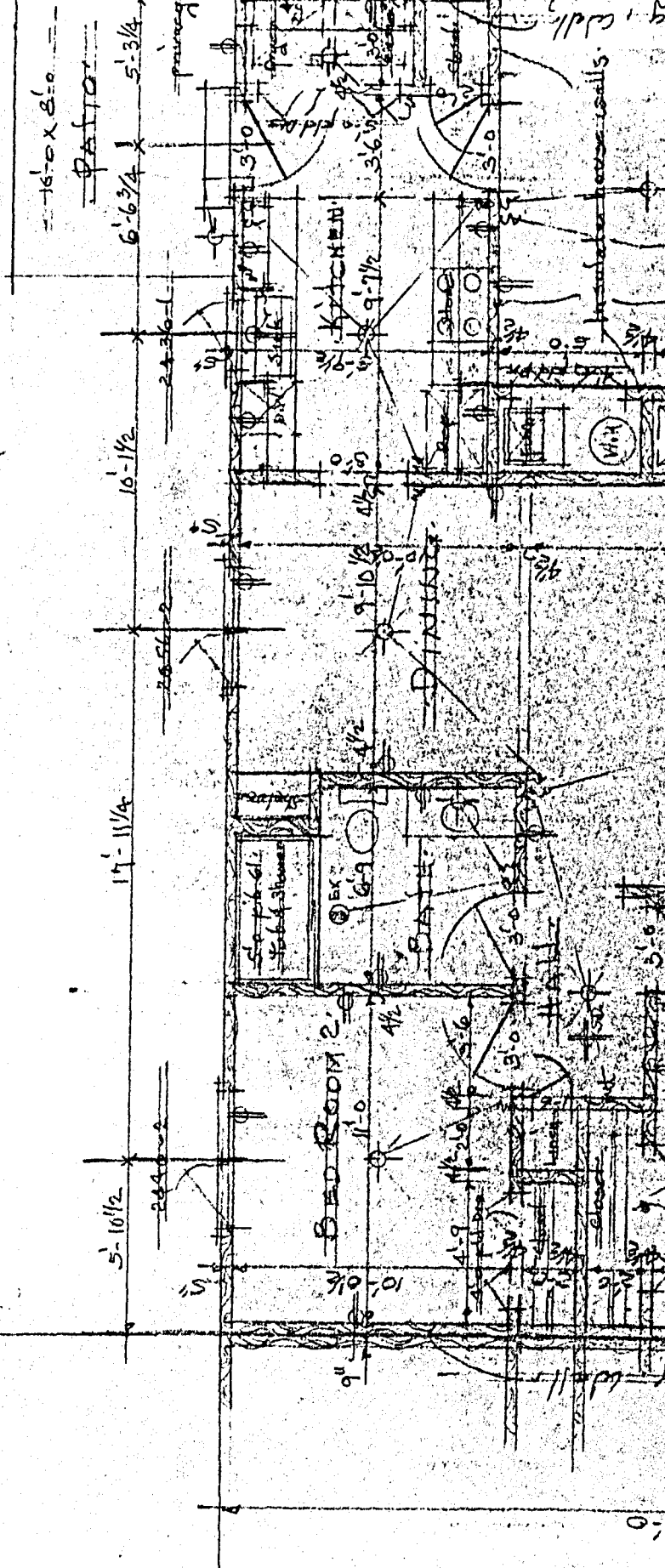


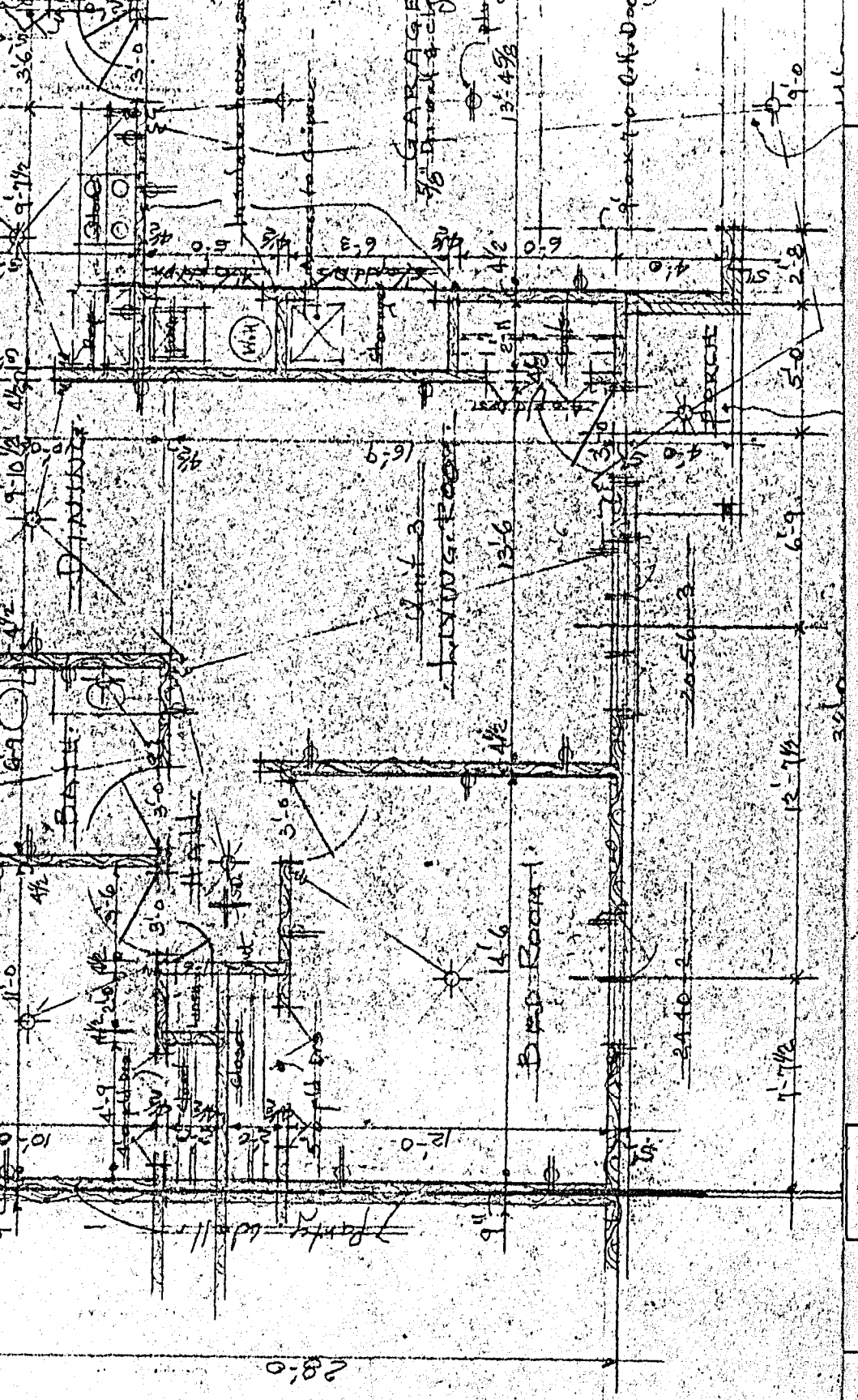
4610

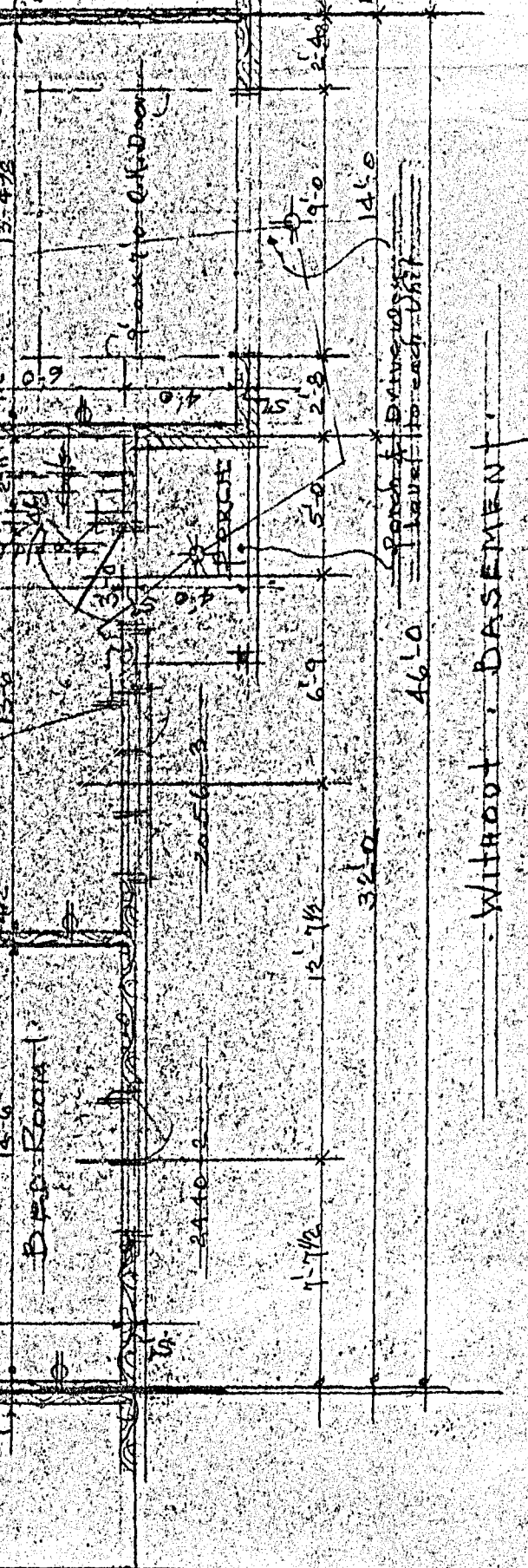


91 4507

46'-0"







Without Basement

MAIN F

72  
30  
33  
135

105  
31  
36  
75