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Julie M. Haggerty RECORDER
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Prepared by: Return to: David L. Wetsch, 699 Walnut Street, Suite 1600, Des Moines, IA 50309 (515) 246-4555

**DECLARATION OF SUBMISSION OF PROPERTY
TO HORIZONTAL PROPERTY REGIME
FOR
YELLOW BANKS CONDOMINIUMS**

THIS DECLARATION is made this 14th day of May, 2021, by **Yellowbanks, L.L.C.**, an Iowa limited liability company (hereinafter called the "Declarant") pursuant to the provisions of the Horizontal Property Act, Chapter 499B, Iowa Code, 2019, as amended (hereinafter called "the Act").

WHEREAS, the Declarant is the owner in fee simple title of the following described real estate situated in **Pleasant Hill, Polk County, Iowa**, legally described as:

Lot 25, PRAIRIE CREEK PLAT 2, an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa;

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

WHEREAS, Declarant contemplates constructing seventy-four (74) separate buildings, containing two (2) residential apartments per building, for an aggregate of one hundred forty-eight (148) residential apartments which include individual attached garages and a parking area serving each residential apartment. There shall be one hundred twenty-eight (128) "Villa" units designated Unit Numbers 9 through 112, inclusive, and Unit Numbers 125 through 148, inclusive; eight (8) "Hutton" units designated Unit Numbers 1 through 8, inclusive; and twelve (12) "Bradford" units designated Unit Numbers 113 through 124, inclusive, as more fully described on Exhibits "A" and "B" attached hereto.

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

or interest in or to all or any part of the real estate, their grantees, successors, heirs, personal representatives, devisees and assigns:

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

2. Condominium Apartments. It is contemplated that there will be one hundred forty-eight (148) separate Apartments located on the "Real Estate" which is presently the property in the Regime, as shown on the Exhibit "A" attached hereto. The boundaries of each Apartment shall be the interior unfinished surface of the walls, floors and ceilings thereof depicted as boundaries in Exhibit "B". Accordingly, all lathe, furring, wallboard, plasterboard and plaster constituting a part of the wall shall be deemed to be outside of the Apartment and any paneling, tile, wallpaper, paints, carpeting, linoleum or other wall or floor coverings or finishings shall be deemed to be included within the Apartment. All doors and windows located in the perimetrical walls of an Apartment shall be deemed to be part of that Apartment. Each of the one hundred forty-eight (148) Apartments is hereby allocated one (1) vote in the Association. The percentages of the common expenses of the Association are hereby equally allocated to the Apartments. The percentages of the undivided interests in the Common Elements and of the Common Expenses of the Association allocated to each Apartment on such basis is the Percentage Interest set forth opposite each such Apartment in Exhibit "C" attached hereto. The description of the buildings to be located within the Horizontal Property Regime ("Regime"), and the number of Apartments are shown on Exhibits "A" and "B", attached hereto and incorporated herein by this reference, which includes Apartment numbers, location, approximate area, number of rooms and immediate common area to which the apartment is adjacent. Exhibit "C" also contains the percentage interest which each Apartment bears to the entire Regime.

3. Common Elements.

A. All portions of the real estate other than the Apartments are Common Elements. Certain portions of the Common Elements designed to serve a single Apartment are, by operation of Chapter 499B.2(6), of the Act, Limited Common Elements allocated for the exclusive use by the respective apartments served thereby to the exclusion of other Apartments. As shown on Exhibit "A", all garages are attached to the Apartments to which they are allocated but, as further shown on Exhibits "A" and "B", all garages including the garage door are allocated as Limited Common Elements for the exclusive use of a particular Apartment to the exclusion of other Apartments. Additionally, the stoop or patio, and the air conditioning, heating and water heater equipment serving each Apartment, and the driveway immediately in front of the garage allocated to each individual Apartment, are Limited Common Elements allocated for the exclusive use of the Apartment to which they are attached and for which they provide service to the exclusion of the other Apartments. The air conditioning, heating and water heater equipment as well as the garage door of each garage, and the driveway immediately in front of the garage allocated to each individual Apartment, are Limited Common Elements which shall be maintained, repaired and replaced by the Owner of each such Apartment at such Owner's sole cost and expense. The

Apartments are constructed of concrete footings, concrete or block foundations and wood frame construction.

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

- C. Budget/Levy/Lien. The Board of Directors shall from time to time, and at least annually in advance of the beginning of the Association's fiscal year, prepare a budget of Common Expenses for the Association and shall allocate, assess and levy such Common Expenses among the Apartment Owners in accordance with the Declaration and the Bylaws. Upon the vote of the Board of Directors adopting a resolution which sets forth the budget of Common Expenses and the allocation thereof to the Apartment Owners, the amount so allocated to the Apartment Owners of each Apartment shall, without further resolution by the Board of Directors, be levied as the annual assessment against such Apartment and shall be a lien thereon, payable in equal monthly installments due on the first day of each month during the period covered by the Budget, without further resolution by the Board of Directors. The Common Expenses shall include those Common Expenses set forth in the Declaration and the Bylaws and may include such other amounts as the Board of Directors may deem proper for the operation and maintenance of the Property and as permitted by the Act and all laws amendatory thereof and supplemental thereto; provided, however, that the assessment for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis, and shall, when practicable, be payable in regular installments. Contributions to any reserve funds established by the Association may not be withdrawn by any Apartment Owner. The Board of Directors shall advise all Apartment Owners in writing prior to the beginning of the period covered by the budget as to the amount of the monthly assessment payable by each of them, and shall, upon request by the Apartment Owner, furnish copies of each budget on which such Common Expenses and the assessment are based to such Apartment Owner and to his First Mortgage. The total of any budget shall be in the amount of the estimated Common Expenses for the period covered thereby, including a reasonable allowance for contingencies and reserves, less the amounts of any unneeded Common Expense account balances existing from the previous period's budget, and less any estimated payments to be received by the Association from rental, licensing or other payments for the purpose of defraying the costs of the use of the Common Elements. If a budget is not made by the Board of Directors as required, a monthly assessment in the amount required by the last prior budget shall be due upon each monthly assessment payment date until changed by a new budget. In the event an annual or other budget proves to be insufficient, or in the event of extraordinary or unforeseen Common Expense, the budget and monthly assessments based thereon may be amended, or a special assessment levied, at any time by the Board of Directors. Any special assessment shall be assessed against the Apartment Owners, shall be a lien on the Apartments and shall be enforceable in the same manner as the monthly assessments. Special assessments shall be payable in installments or lump sum, all as designated by the Board of Directors. At the time of the initial closing of the conveyance of any apartment from the Declarant, the purchaser thereof shall pay to the Association a working capital fund in an amount equal to two months

estimated common area charges for the Apartment, which amount shall not be refundable.

- D. Maximum Annual Assessment. Until January 1 of the year immediately following the conveyance of the first Apartment to an owner, the maximum annual assessment for all apartments shall be \$3,000.00.
1. From and after January 1 of the year immediately following the conveyance of the first lot to an owner, the maximum annual assessment may be increased above 25% by a vote of 2/3 of all members in attendance in person or by proxy, at a meeting duly called for that purpose.
 2. The Board of Directors of the Association may fix the annual assessment at an amount not in excess of the maximum.
 3. All annual and special assessments shall be uniform for each apartment.
- E. Payment of Common Expenses. All Owners shall be obligated to pay the Common Expenses assessed and levied by the Board of Directors. An Owner may not avoid assessment for Common Expenses by failing or waiving the right to the use or enjoyment of the Common Elements. Monthly assessments shall be due as provided herein and special assessments shall be due when designated by the Board of Directors. Any mortgagee acquiring a first mortgage interest from any Owner of an Apartment and its appurtenant undivided interest in Common Areas and Facilities may, as a condition of the loan, include in the mortgage note or deed a requirement that the mortgagor, upon execution of the mortgage deed, make a monthly deposit with the mortgagee of an amount each month sufficient to pay when due and payable all Common Expenses attributable to that Apartment. The mortgage note or deed may further provide that a default in making such deposit shall be a default under the terms of the mortgage deed. In the event that a mortgagee collects the monthly installments, such mortgagee shall remit the installments monthly on a current basis to the Association.
- F. Assessment Roll. The assessments against all Owners shall be set forth upon a roll of the Apartments which shall be available in the office of the Association or of any managing agent retained by the Association for inspection at all reasonable times by Owners or their duly authorized representatives. Such roll shall indicate for each Apartment the name and address of the Owner or Owners, the assessments for all purposes, and the amounts of all assessments paid and unpaid.
- G. Default in Payment of Common Expenses. In the event any Owner does not make payment of a Common Expense assessment on or before the date when due, such Owners shall be obligated to pay interest on such assessment from the date due at the rate specified from time to time by the Board of Directors which shall not exceed the highest rate of interest which may be charged thereon pursuant to

either the Act or the laws of the State of Iowa relative to usury. In addition, such Owner shall be obligated to pay all expenses, including reasonable attorneys' fees incurred by the Board in any proceeding brought to collect any such unpaid assessment, whether or not an action has been commenced with respect thereto. The right of an Apartment Owner to pay the annual assessment in monthly installments is hereby made conditional on the prompt payment when due of such monthly installments. In the event of a default in the prompt payment of the monthly installments, the Board of Directors may, by written notice given to the default Owner, accelerate the entire unpaid portion of the annual assessment, whereupon the same shall become immediately due and payable. Additionally, the Board of Directors shall have the right to withhold services from any defaulting Owner. The Board of Directors, the Association and each individual Apartment Owner shall have the right and duty to attempt to recover all assessments for Common Expenses, together with interest thereon and the expenses of the proceeding, including reasonable attorneys' fees, in an action to recover the same brought against an owner, by foreclosure of the lien on an Apartment pursuant to the Act, any statute amendatory thereof or supplementary thereto, or by another remedy available under the Act or hereunder.

- H. Records. The Board of Directors shall cause to be kept at the Registered Office of the Association, or at such other place as the Board of Directors may determine, records of the actions of the Board of Directors, minutes of the meetings of the Board of Directors, minutes of the meetings of the Members of the Association, names of the Apartment Owners and names of any First Mortgagees who have requested the notice of default described in the Declaration and the Apartment on which such First Mortgagee holds a mortgage, and detailed and accurate records, in chronological order, of the receipts and expenditures affecting the Common Elements. Such records shall be available for examination by the Owners or mortgagees at convenient hours of weekdays. Separate accounts shall be maintained for each Apartment, setting forth the amount of the assessments against the Apartment, the date when due, the amount paid thereon and the balance remaining unpaid. The Association shall be required to make current copies of the Declaration, Bylaws and the rules and regulations governing the regime as well as other books, records and financial statements available to Apartment Owners, lenders and the holders and insurers of first mortgages on any apartment. In addition, the Association shall also be required to make copies of the Declaration, Bylaws, rules and regulations governing the regime and the most recent financial statements available to prospective purchasers. Upon written request from any agencies or corporations which have an interest in the regime through loans or mortgage insurance, the Association shall be required to cause an audited financial statement of the immediately preceding year to be prepared and furnished within a reasonable time. If an audited financial statement has been prepared, it shall be available as a part of the records and financial statements of the Association..

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

- A. Residential Use Only. Subject to the provisions of Subparagraph 4B below, the Regime and each of the Apartments are intended for residential purposes only. No use may be made of any Apartment except that of a residence for the Apartment Owner thereof, their families, tenants and social guests and no business or commercial use shall be permitted on the Real Estate except as specifically provided in this Declaration and except that the Association may maintain an office on or in any part of the Real Estate for management purposes.
- B. Use for Sales Purposes. So long as Declarant owns any Apartment, Declarant may maintain advertising signs on any part of the Common Elements and sales offices, management offices and model Apartments within any Apartment or Apartments or in or on any part of the Common Elements and such sales offices, management offices and model Apartments may be relocated by Declarant from time to time.
- C. Rental of Apartments. Any lease arrangement of an Apartment shall be required to provide that the terms of the Lease shall be subject in all respects to the provisions of this Declaration, the Bylaws and Articles of Incorporation of the Association and any rules and regulations established by the Board of Directors; shall contain the agreement of the lessee to be bound by the terms of such documents and shall provide that any failure of the lessee to comply with the terms of such documents or rules shall be a default under the Lease or Rental Agreement. All leases shall be required to be in writing and any Apartment Owners leasing or renting an Apartment, shall, prior to the commencement of the Lease or rental term, deliver to the Secretary of the Association a complete copy of the Lease or Rental Agreement. No Lease shall be for a period of less than thirty (30) days. Other than the foregoing, the Apartment Owners of the respective Apartments shall have the absolute right to lease the same. For so long as Declarant owns any Apartment, Declarant may rent any and all Apartments upon terms acceptable to Declarant, in the sole discretion of Declarant.
- D. Easements for Encroachments. If, as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the Regime, any portion of the Common Elements encroaches upon an Apartment or Apartments or any portion of an Apartment encroaches upon the Common Elements or upon an adjoining Apartment or Apartments, a valid easement for the encroachment and for the maintenance thereof, so long as it stands, shall and does exist. Such encroachments and easements shall not be considered or determined to be encumbrances either on the Common Elements or on the Apartments for the purposes of marketability of title. In the event the Real Estate is partially or totally destroyed, and then rebuilt, the Apartment Owners shall permit minor

encroachment of parts of the Common Elements, and of other Apartments, due to reconstruction and a valid easement for said encroachments and the maintenance thereof shall exist.

- E. Rules. Each Apartment Owner, occupant, tenant or guest shall use the apartment and the Common Elements only in compliance with the provisions of the Act, this Declaration, the Articles and the Bylaws, all as lawfully amended from time to time, and with all decisions, resolutions and rules promulgated by the Board of Directors. Failure to comply with any such provisions, rules, decisions or resolutions shall be grounds for an action to recover sums due for damages or for injunctive relief, or both. Additionally, in the event of any such failure to comply, the Association may levy reasonable fines in accordance with the provisions of the Act.

- F. Prohibited Activities. No unlawful, noxious or offensive activities shall be carried on in any apartment or elsewhere on the Real Estate, nor shall anything be done therein or thereon which shall constitute a nuisance or which shall in the judgment of the Board of Directors cause unreasonable noise or disturbance to others.

- G. Apartment Exterior. No clothing, sheets, blankets, laundry or other articles shall be hung, displayed or stored outside the apartments (except within the garages which are allocated to the Apartments), or which may be visible from the outside of the Apartments (other than draperies, curtains, or shades of a customary nature and appearance in any event subject to the rules and regulations of the Board of Directors).

No Owner shall paint or decorate or adorn the outside of the Apartment. No radio or television antennae or other device designed for the receipt of broadcast signals shall be allowed unless (1) such antennae or device is one meter or less in diameter or diagonal measurement and (2) is located only in an area over which the apartment owner has exclusive use or exclusive control and (3) such antennae or device shall be made of materials or painted to blend into the background upon which it is mounted, provided that acceptable quality signal reception is not precluded. In no event shall any such device or antennae be installed on the roof, exterior walls or green space areas of the condominium regime since the apartment owner does not have exclusive use or exclusive control thereof. Any damage caused by installation of any such device or antennae upon any area over which the apartment owner has exclusive use or exclusive control shall be repaired at the sole expense of the apartment owner. No Owner of an Apartment shall display, hang, store (except within the garage which is allocated to his Apartment) or use any sign outside his Apartment, or which may be visible from the outside of his Apartment without the prior written permission of the Board of Directors. The foregoing notwithstanding, an Owner shall be permitted to display a sign of not more than three (3) square feet in an area advertising such

Owner's Apartment for sale or lease. Such sign shall be located in the yard area between such Owner's Apartment and the road in front of such Apartment.

No Owner shall be allowed to use an charcoal grill unless such charcoal grill is located on a concrete patio and is removed at least five feet from any combustible material related to the common elements. By way of example, no charcoal grill may be used at any time on any wooden deck surface. Electric and/or gas grills may be used on any surface including wooden decks.

No Owner shall be allowed to park on the private streets within the Development.

- H. Pets. No animal of any type shall be kept in any Apartment or in the Common Elements, unless and until the Board of Directors has enacted rules and regulations specifically permitting the keeping of such type of animal. The Board of Directors shall have complete discretion as to whether or not it will permit the keeping of animals of any particular type. When deemed appropriate by the Board of Directors, it may, but shall not be required to, enact rules and regulations permitting the keeping of a specific type of animal in one or more, but not all, Apartments when special circumstances are present. An example of the special circumstances contemplated hereby is the need for a seeing eye dog. The Board of Directors shall also have complete discretion as to the substance of any administrative rules and regulations enacted by it regarding the manner in which any permitted animal shall be kept, provided that the Board of Directors may not, in any case, permit the keeping of any animal for any commercial purpose. The Board of Directors shall have the right at any time to change its rules and regulations relating to animals. Such right shall include the right to prohibit the keeping of any animal of a type permitted to be kept by previously enacted rules and regulations. Any animal permitted to be kept shall be kept in strict accordance with the administrative rules and regulations relating to such animals from time to time approved by the Board of Directors and in any event shall be kept in a manner so as not to constitute a nuisance to others.
- I. Trash. Trash, garbage and other waste shall be kept only in sanitary containers, and shall be disposed of in a clean and sanitary manner as prescribed from time to time in the rules and regulations promulgated by the Board of Directors.
- J. Storage of Personal Property. Except as provided in this Declaration or as permitted by the rules and regulations adopted from time to time by the Board of Directors in its sole discretion, no personal property of any kind whatsoever belonging to any Owner or to any tenant of such Owner or any guest or invitee of any Owner or any tenant shall be stored, placed or kept, temporarily or permanently, in or on the Common Elements. Without limiting the generality of the foregoing, no motorized or non-motorized vehicles, boats, campers, cabs, trailers, snowmobiles, bicycles, tricycles or motorcycles shall be stored on any Common Element except inside a garage. The foregoing notwithstanding an

Owner, may (I) keep personal property in the garage allocated to such Owner's Apartment as a Limited Common Element; (ii) park operational automobiles on the driveway allocated to such Owner's Apartment as a Limited Common Element; and (iii) keep normal and customary lawn and patio furniture (but not play equipment) in the stoop or patio allocated to such Owner's Apartment as a Limited Common Element.

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

this paragraph or caused in the course of performing such obligations shall be the responsibility of the Apartment Owner.

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

6. Required Insurance.

- A. Commencing not later than the time of the first conveyance of an Apartment to an Apartment Owner other than Declarant, and in addition to the requirements of the Act, the Association shall maintain, to the extent reasonably available, the following insurance: (a) Fire insurance with extended coverage endorsement (including vandalism, debris removal, cost of demolition, malicious mischief, windstorm, water damage and all other perils which are customarily covered with respect to projects similar to the Real Estate in construction, location and use, including all other perils normally covered by the standard "all risk" endorsement, if such is available). Such insurance shall insure all personal property belonging to the Association and all structures, fixtures, buildings and other improvements

included in the Real Estate subject to this Declaration (including all building service equipment and all of the Apartments and the fixtures installed therein as of the date hereof, and specifically including, without limiting the generality of the foregoing, interior walls, interior doors, built-in cabinets and counters and electrical and plumbing conduits, pipes and fixtures installed therein as of the date hereof, **BUT NOT INCLUDING FLOOR SYSTEMS AND COVERINGS (INCLUDING CARPETING, CERAMIC TILE, AND WOOD FLOORS), DRAPES, WALL COVERINGS, FURNITURE, FURNISHINGS, OR PERSONAL PROPERTY BELONGING TO THE APARTMENT OWNERS AND NOT INCLUDING IMPROVEMENTS, FIXTURES AND OTHER PROPERTY SUPPLIED OR INSTALLED BY APARTMENT OWNERS**). Each Apartment Owner shall be required to obtain their own condominium owner's insurance or similar policy to cover the items not included in the Association Policy. Such insurance shall cover the interest of the Association, the Board of Directors and all Apartment Owners and their mortgagees, as their interests may appear, for full insurable replacement cost, as determined annually by the Board of Directors; (b) worker's compensation insurance and insurance coverage legal liability arising out of lawsuits related to employment contracts of the Association; (c) comprehensive public liability insurance in such amounts (but not less than \$1,000,000 for any one occurrence) and with such coverage as the Board of Directors shall from time to time determine, but at least covering events occurring anywhere on the Common Elements or arising out of or in connection with the use, ownership or maintenance of the Common Elements, and insuring each officer and member of the Board of Directors, the managing agent and each Apartment Owner and with cross liability endorsement to cover liabilities of the Apartments Owners as a group to an Apartment Owner and with a "Severability of Interest Endorsement" which would preclude the insurer from denying the claim of an Apartment Owner for the negligent act of another Owner, occupant or the Association; (d) directors and officers liability insurance in such amounts as the Board of Directors shall, from time to time, reasonably determine and (3) such other insurance as the Board of Directors may determine. If reasonably available, the policy or policies of fire and extended coverage shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specific value in the event of destruction and a decision not to rebuild and an inflation guard endorsement. The Board of Directors may from time to time designate an insurance trustee to receive proceeds. All such policies must provide that they may not be cancelled or substantially modified without at least ten days prior written notice to the Association and to each holder of a first mortgage listed as a scheduled holder of a first mortgage in the policy(s).

- B. All policies of physical damage insurance shall contain waivers of subrogation and waivers of any reduction of pro-rata liability of the insurer as a result of any insurance carried by Apartment Owners or of invalidity arising from any acts of

the insured or any Apartment Owners. Provisions shall be made for issuance of certificates of physical damage insurance to mortgagees.

- C. Each Apartment Owner may maintain such insurance as Owner shall desire for Owner's own benefit insuring Owner's personal liability, and Owner's carpeting, drapes, wallcovering, fixtures, furniture, furnishings, personal property, and improvements, fixtures and other property supplied or installed by Owner or a previous Apartment Owner or tenant, provided that all such policies shall contain waivers of subrogation and further provided that the liability of the carriers issuing insurance obtained by the Association shall not be affected or diminished by reason of any such additional insurance carried by an Apartment Owner. All insurance carried by the Association shall be primary in the event a loss occurs and any apartment owner has other insurance covering the same loss.
- D. In addition to the foregoing powers, and not in limitation thereof, the Board of Directors shall have the authority at all times without action by the Apartment Owners to obtain and maintain in force any other coverages or endorsements which are required under the Act or which the Board of Directors deem necessary or desirable.
- E. Insurance premiums for any blanket property insurance coverage and the other insurance coverages purchased by the Association shall be common expenses to be paid by assessments levied by the Association, and such assessments shall be held in an account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.
- F. In the event that all or a part of the real estate or improvements are damaged or destroyed, the affirmative vote of 100% of the Apartment Owners whose apartments were damaged or destroyed shall be required in order not to rebuild, repair, or restore the damaged or destroyed apartments. Otherwise, the damaged or destroyed apartments shall be rebuilt, repaired or restored. In the event that 100% of the Apartment Owners owning the damaged or destroyed apartments have voted not to rebuild, repair or restore, such vote must then be confirmed by 80% of the remaining owners of the apartments in the regime. In such event, all insurance proceeds received as a result of such damage or destruction as they relate to each apartment shall first be used to satisfy all liens outstanding against each such apartment and then any remaining equity shall be used to adequately secure the remaining apartments from the effects of weather and then to construct appropriate replacement walls, roofing and any other necessary building appurtenances in order to allow for the remaining apartments to function independently of the damaged or destroyed units that are not rebuilt, repaired or restored. If such proceeds are not sufficient relating to each apartment after payment of all liens relating to each apartment, the apartment owners of the damaged or destroyed units shall then be responsible for providing, on a pro rata

basis, the necessary remaining funds. If adequate provision is not made to supply the remaining funds as described above, regardless of the votes taken by the affected apartment owners and by the remaining apartment owners, the improvements shall be rebuilt, repaired or restored to their condition prior to such damage or destruction as if the above-referenced votes did not have the required affirmative percentages.

G. The Association is hereby designated as attorney-in-fact for each and all of the Apartment Owners from and after the time the Apartment Owner purchases the Apartment, for the purpose of adjusting all insurance claims. The Association, as attorney-in-fact, shall arrange for the purchase and maintenance of all the insurance described herein and shall be responsible for the collection and appropriate disposition of the proceeds thereof, the negotiation of losses and execution of releases of liability, and the execution of all documents and the performance of all other acts necessary as attorney-in-fact relating to all insurance matters for the Association. As attorney-in-fact, the Association shall have exclusive authority to deal with all matters regarding insurance, acquisition, maintenance and adjustment.

H. Blanket fidelity bonds may be required to be maintained by the Association for all officers, directors and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. Any management agent who has the responsibility for handling or administering funds of the Association may be required to maintain fidelity bond coverage for its officers, employees and agents handling or responsible for the funds of or administered on behalf of the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. In no event, however, may the aggregate amount of such bonds be less than a sum equal to three months aggregate assessments on all units plus reserve funds. The bonds shall contain waivers by the issuers thereof of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees" or similar terms or expressions. The premiums on all such bonds, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be cancelled or substantially modified (including cancellation for nonpayment of premium) without at least ten days prior written notice to the Association.

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

A. A first mortgagee of an Apartment or its assigns, upon request, will be entitled to written notification from the Association of: (a) any default in the performance

by the Apartment Owner of any obligation under this Declaration or the Bylaws which is not cured within thirty (30) days; (b) any lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Association; or (c) any proposed action which, pursuant to this Declaration or the Act, requires the consent of a specific percentage of the first mortgagees of the Apartments; (d) any proposed amendment of the Regime instruments effecting a change in (I) the boundaries of any Apartment or the exclusive easement rights appertaining thereto, (ii) the interests in the general or limited Common Elements appertaining to any Apartment or the liability for Common Expenses appertaining thereto; (iii) the number of votes in the Owners Association appertaining to any Apartment; or (iv) the purposes to which any Apartment or the Common Elements are restricted (e) any proposed termination regime; (f) any condemnation loss or any casualty loss which affects a material portion of the Regime or which affects any Apartment on which there is a first mortgage held, insured or guaranteed by such eligible holder; (g) any delinquency in the payment of assessments or charges owed by an Owner of an Apartment subject to the mortgage of such eligible holder, insurer, or guarantor, where such delinquency has continued for a period of sixty (60) days; and (h) any lapse, cancellation or material modification of any insurance policy maintained by the Owners Association.

B. (i) Except as provided hereinafter concerning any vote requiring sixty-seven percent (67%) of apartment owners and/or fifty-one percent (51%) of the holders of first mortgages, this Declaration and the Bylaws of the Homeowners Association may be amended by a majority vote of all apartment owners in attendance at any meeting properly called for the purpose of voting on any amendments for which a quorum is present.

(ii) This Declaration and the Bylaws of the Homeowners Association may be amended for the purpose of terminating the condominium regime if the consent of owners of apartments to which at least sixty-seven percent (67%) of the votes in the Homeowners Association are allocated and if consent is obtained from at least sixty-seven percent (67%) of the votes of the eligible holders of first mortgages on Apartments.

(iii) The consent of owners of Apartments to which at least sixty-seven percent (67%) of the votes in the Homeowners Association are allocated and the consent of at least fifty-one percent (51%) of the eligible holders of first mortgages on Apartments shall be required to materially amend any provisions of the Declaration, Bylaws or equivalent documents of the condominium or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following:

a. Voting;

- b. Assessments for Common Expenses, assessment liens or subordination of such liens;
- c. Reserves for maintenance, repair and replacement of the Common Elements;
- d. Insurance or fidelity bonds;
- e. Rights to use of the Common Elements;
- f. Responsibility for maintenance and repair of the several portions of the Regime;
- g. Expansion or contraction of the Regime or the Addition, annexation or withdrawal of property to or from the Regime;
- h. Boundaries of any Apartment;
- i. The interests in the Common Elements or Limited Common Elements;
- j. Convertibility of Apartments into Common Elements or of Common Elements into Apartments;
- k. Leasing of Apartments;
- l. Imposition of any right of first refusal or similar restriction on the right of an Apartment Owner to sell, transfer, or otherwise convey his or her Apartment;
- m. Any provisions which are for the express benefit of the holders of first mortgages on the Apartments;
- n. By act or omission, seek to abandon, encumber, sell or transfer the Common Elements (the granting of easements for public utilities or for other public purposes consistent with the intended use of the Common Elements shall not be deemed such a transfer);
- o. Use hazard insurance proceeds for losses to any Regime property (whether to Apartments or to Common Elements) for other than the repair, replacement or reconstruction of such Regime property, except as provided by statute in case of substantial loss to the Apartments and/or Common Elements of the Regime;
- p. Partition or subdivide any Apartment or the Common Elements;

- q. Establishment of self-management by the Homeowners Association where professional management has been required by any of the agencies or lenders insuring or providing first mortgages relating to any of the apartments.

Any such addition or amendment shall not be considered material if it is for the purpose of correcting technical errors, or for clarification only.

- C. Any holder of a first mortgage on an Apartment in the Regime or such holder's designee, will, upon request, be entitled to: (a) inspect the books, records and financial statements of the Regime and current copies of the Declaration, the Bylaws of the Association and the rules and regulations of the Regime, as the same may, from time to time, be amended or promulgated, during normal business hours; and (b) receive an annual audited financial statement of the Regime within ninety (90) days following the end of any fiscal year of the Regime; and (c) written notice of all meetings of the Association and be permitted to designate a representative to attend all such meetings.
- D. Regime assessments for Common Expenses shall include an adequate reserve fund for maintenance, repair and replacement of those Common Elements that must be maintained, repaired or replaced on a periodic basis, and shall, when practicable, be payable in regular installments rather than be special assessments.
- E. No provisions of this Declaration or of the Bylaws shall be deemed to give an Apartment Owner, or any other party, priority over any rights of first mortgagees of Apartments, or their successors in interest, pursuant to their mortgages in the case of a distribution to the Apartment Owners of insurance proceeds or condemnation awards or settlements for losses to or a taking of Apartments and/or Common Elements. In the event of substantial damage to or destruction of any Apartment or any part of the Common Elements, the holder of any first mortgage on an Apartment will be entitled to timely written notice of any such damage or destruction. If any Apartment or portion thereof or the Common Elements or any portion thereof, is made the subject matter of a condemnation or Eminent Domain proceeding or is otherwise sought to be acquired by a condemning authority, then the holder of any first mortgage on an Apartment will be entitled to timely written notice of any such proceeding or proposed acquisition. Upon the request of the holder of a first mortgage on any Apartment, the Association shall agree, in writing, to notify such holder, any entity servicing such mortgage, and/or any other entity having an interest in such mortgage whenever damage to the Apartment covered by such mortgage exceeds \$5,000.00 and whenever damage to the Common Elements exceeds \$10,000.00.

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

8. Grant of Easement of Ingress and Egress. The Declarant hereby grants a perpetual nonexclusive easement for ingress and egress over, across and through the "Real Estate", to all of the Owners of Regime Apartments in the Regime, the Homeowners Association, as well as their invitees and guests, for the purpose of obtaining access to the individual Regime Apartments, as well as for parking purposes, all of which easement rights, however, are subject to and conditioned upon the remaining terms, conditions and restrictions of this Declaration. Maintenance of the easement areas granted hereby shall be performed by the Association as a portion of the Common Areas maintenance.

9. Miscellaneous.

- A. Termination. Except in the case of a taking of all of the Apartments by Eminent Domain, this Regime may be terminated only by the written agreement of all Apartment Owners and of all first mortgagees of Apartments, and may not be abandoned, nor may such termination or abandonment be sought by act or omission, without such unanimous consent.
- B. Right of Association to Hold Apartment. Subject to the provisions of the Bylaws, the Board of Directors, acting on behalf of the Association, shall have the power to acquire, hold, lease, mortgage and convey an Apartment, including the power to purchase an Apartment at the foreclosure sale for unpaid assessments.
- C. Remedies of the Association. In the event of the failure of any Apartment Owner to comply with the provisions of this Declaration, the Articles or Bylaws of the Association, or the decisions, regulations or rules of the Association, the Association or any aggrieved Apartment Owner may, in addition to any other right or remedy available to the Association or such aggrieved Apartment Owner, bring

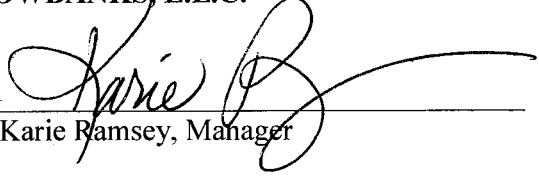
an action for the recovery of damages, injunctive relief or both. Suit to recover a money judgment for unpaid Common Expenses or for other amounts owing the Association may be maintained by the Association without foreclosing or waiving the lien securing the same. In the event of any such suit or action the prevailing party shall be entitled to recover from the losing party, an amount equal to all costs, including attorney fees, incurred by such prevailing party in the preparation for and prosecution of such suit or action. Apartment Owners shall have the right of action against the Homeowners Association should the Homeowners Association fail to comply with the above provisions.

- D. Condemnation of Common Elements. Subject to the provisions of the Act, the Association shall have control over any condemnation proceedings, negotiations, settlements and agreements with the condemning authority relating to the acquisition by the condemning authority of the Common Elements or any part thereof. The Association is hereby appointed attorney in fact for each and all of the Apartment Owners from and after the time the Apartment Owner purchases the Apartment for the purpose of handling all condemnation matters.
- E. Supplemental to Law. The provisions of this Declaration shall be in addition to and supplemental to the Act and to all other provisions of law.
- F. Definition of Terms. As used in this Declaration or in the Bylaws, any words or terms defined in the Act shall have the meaning there ascribed to them. The singular shall be deemed to include the plural wherever appropriate; and unless the context clearly indicates to the contrary, any obligation imposed shall be joint and several. The "Association" shall mean **Yellow Banks Condominiums Owners Association**, an Iowa non-profit corporation.
- G. Administration/Assessments. The Owners of Apartments in the Regime covenant and agree that ownership of any property within the Regime and levying and payment of assessments, as well as the administration of the Regime shall be in accordance with the provisions of the Act, this Declaration, the Bylaws of the Association, a copy of which is attached hereto as Exhibit "D", and any rules and regulations promulgated by the Board of Directors of the Association.

No amendment that adds additional property to the terms of this declaration pursuant to the option set forth herein shall require the consent of any Apartment Owner other than the Declarant.

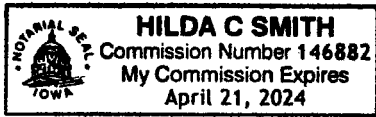
IN WITNESS WHEREOF, Declarant has caused this Declaration to be executed the day and year first above written.

YELLOWBANKS, L.L.C.

By: 
Karie Ramsey, Manager

STATE OF IOWA)
)ss
COUNTY OF POLK)

This record was acknowledged before me on the 14th day of May, 2021, by Karie Ramsey, to me personally known, who being by me duly sworn, did say that she is the Manager of the Limited Liability Company executing the within and foregoing instrument, that no seal has been procured by said Limited Liability Company; that said instrument was signed on behalf of the Limited Liability Company by authority of the Limited Liability Company; and that Karie Ramsey, as Manager, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the Limited Liability Company, by it and by her voluntarily executed.

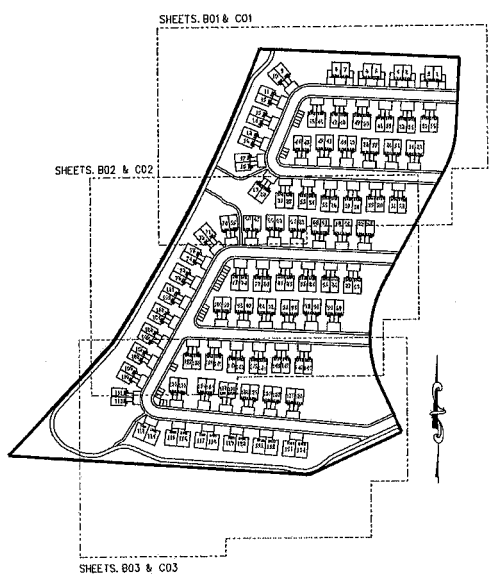



NOTARY PUBLIC - STATE OF IOWA

PREPARED BY: MARK L. LEE, 10-630 NEW YORK AVE, STE C, URBANDALE, IA 50822-3773

**PLANS FOR
YELLOW BANKS CONDOMINIUMS
CITY OF PLEASANT HILL
PLEASANT HILL, POLK COUNTY, IOWA
PROJECT NO. 16017**

EXHIBIT "A"

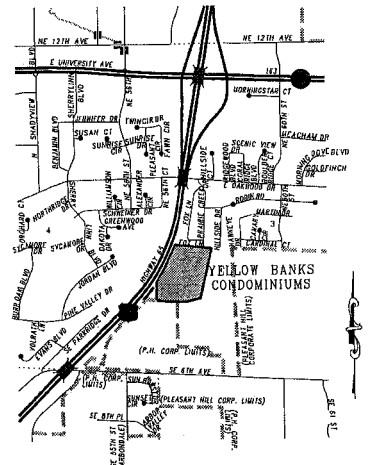
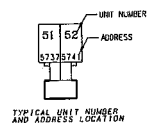


INDEX OF PAGES

PAGE NO.	DESCRIPTION
A-1	TITLE PAGE & GENERAL NOTES
B-1	SITE MAP
C-1	SITE DIMENSION PLAN
D-1	CONDOMINIUM BUILDING PLAN, VILLA
E-1	CONDOMINIUM BUILDING PLAN, TOWN
F-1	CONDOMINIUM BUILDING PLAN, BRADFORD

**LEGAL DESCRIPTION (PRAIRIE CREEK PLAT 2)
LOT 25 PRAIRIE CREEK PLAT 2, AN OFFICIAL
PLAT NOW INCLUDED IN AND FORMING A PART OF
PLEASANT HILL, POLK COUNTY, IOWA.**

UNITS:		
UNIT TYPE	UNITS	TOTALS
VILLA	129	
TOWN	8	
BRADFORD	18	
TOTALS	148	



VICINITY SKETCH



10430 New York Ave, Ste C
URBANDALE, IA 50822-3773
TEL: (515) 689-4188
EMAIL ADDRESS:
mllee@chamberlineng.com



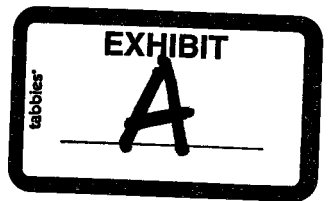
I hereby certify that this engineering document was prepared and the related engineering work was performed by me or under my direct personal supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

Signature: *Mark L. Lee* Date: *1/18/2021*
Name (Printed or Typed): **MARK L. LEE**
License Number: **11662**
My license renewal date is December 31, **2022**
Pages or sheets covered by this set: **1-10**

OWNER:
YELLOWBANKS, LLC
7005 MADSON AVENUE
URBANDALE, IOWA 50222

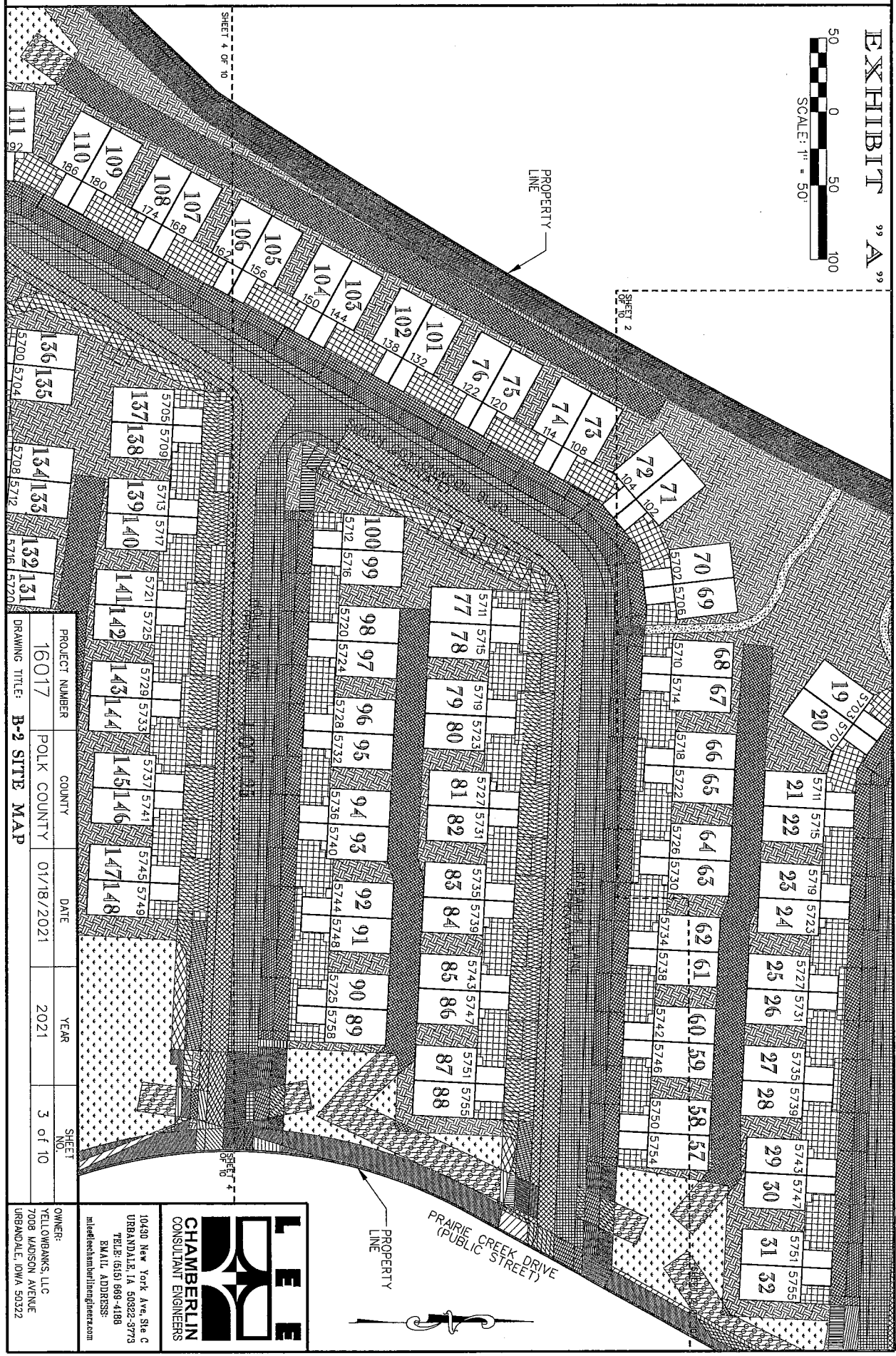
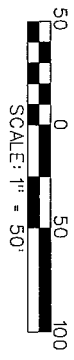
PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
16017	POLK	01/18/2021	2021	1 of 10

DRAWING TITLE: **A-1 TITLE PAGE & GENERAL NOTES**



PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773

EXHIBIT 99 A 99



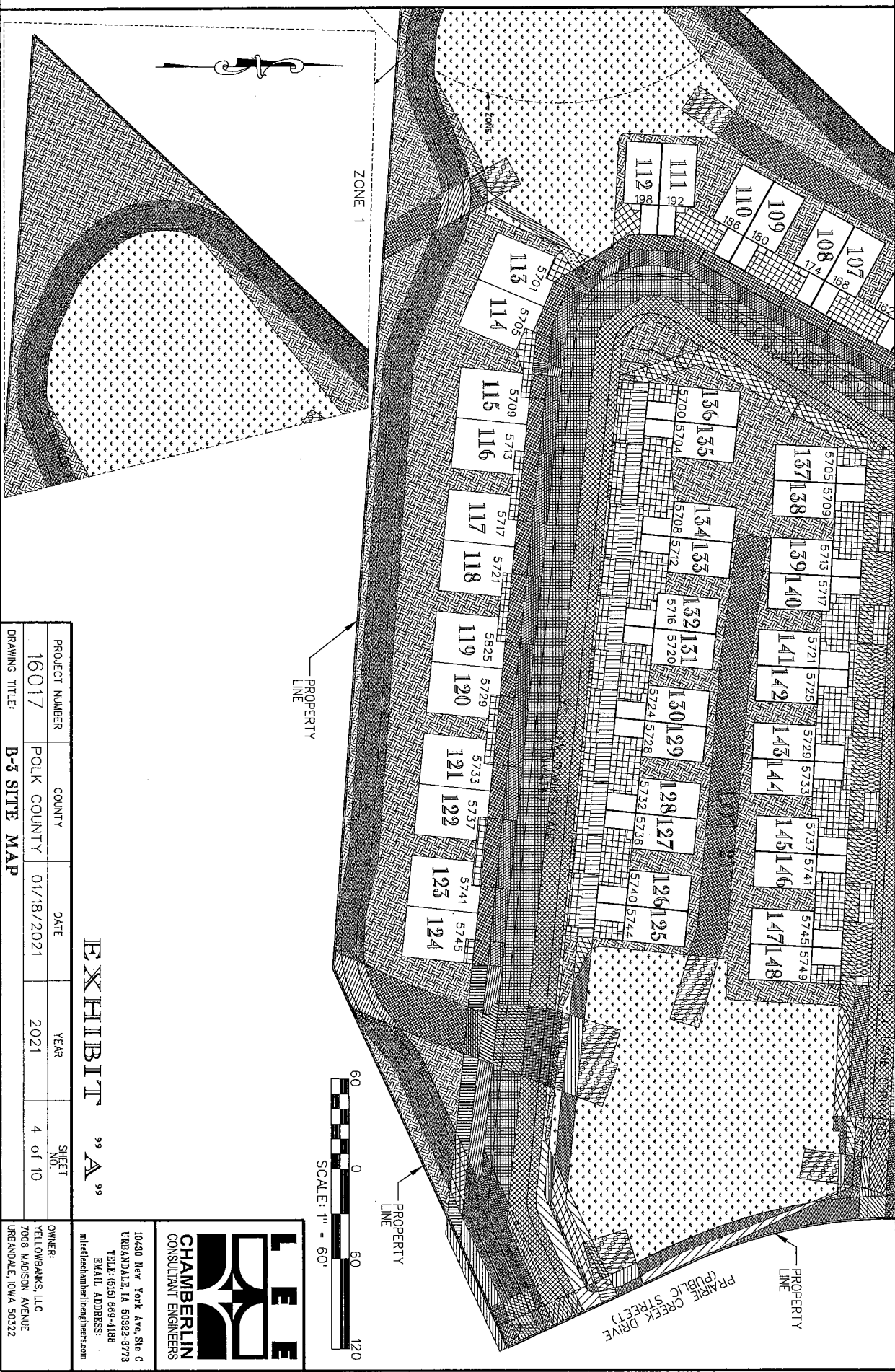
PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
16017	POLK COUNTY	01/18/2021	2021	3 of 10
DRAWING TITLE: B-2 SITE MAP				

LEE
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CONSULTANT ENGINEERS

10430 New York Ave, Ste C
URBANDALE, IA 50322-3773
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EMAIL ADDRESS:
mlee@chamberlinengineers.com

OWNER:
YELLOMBANKS, LLC
7008 MADISON AVENUE
URBANDALE, IOWA 50322

PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773



PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
16017	POLK COUNTY	01/18/2021	2021	4 of 10

DRAWING TITLE: **B-3 SITE MAP**

EXHIBIT 99 A

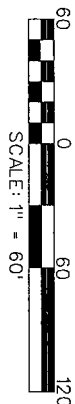
LEE
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10430 New York Ave, Ste C
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TELE: (515) 686-4188
EMAIL ADDRESS:
mlee@chamberlin-engineers.com

OWNER:
YELLOWBANKS, LLC
7008 MADISON AVENUE
URBANDALE, IOWA 50322

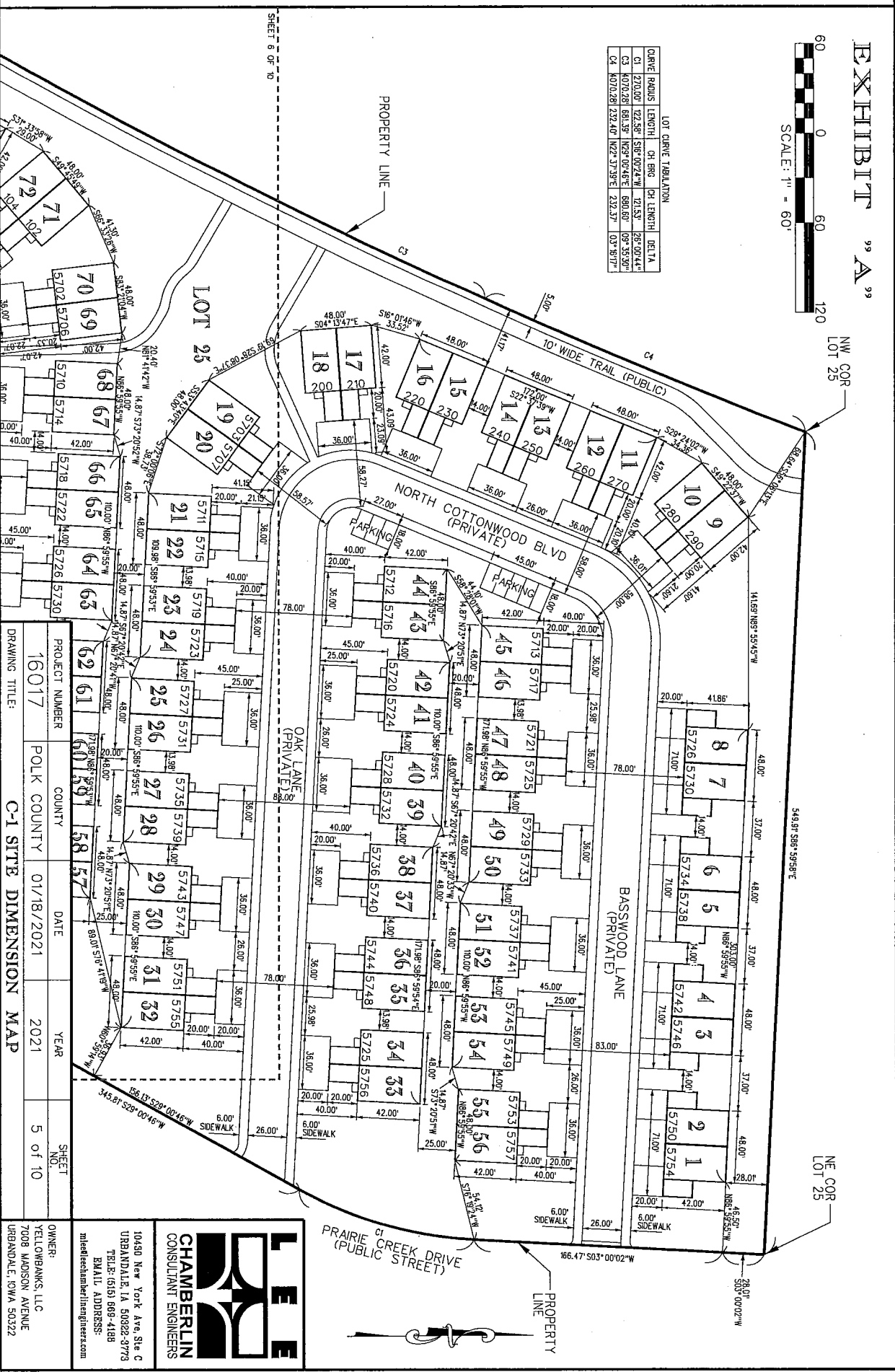
PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773

EXHIBIT 99 A 99



LOT CURVE TABULATION

CURVE	RADIUS	LENGTH	CH. BEG.	CH. END	CH. LENGTH	DELTA
C1	270.00'	172.58'	S86°00'24"W	120.53'	26°00'14"	
C2	1070.28'	681.39'	N29°00'46"E	680.60'	09°55'50"	
C3	1070.28'	232.40'	N22°37'39"E	232.37'	03°51'17"	



DRAWING TITLE:	C-1 SITE DIMENSION MAP		
PROJECT NUMBER:	16017		
COUNTY:	POLK COUNTY		
DATE:	01/18/2021		
YEAR:	2021		
SHEET NO.:	5 of 10		

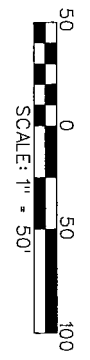
CHAMBERLIN
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10430 New York Ave, Ste C
URBANDALE, IA 50922-8773
TEL: (515) 663-4188
EMAIL ADDRESS:
mlee@chamberlinengineers.com

OWNER:
YELLOWBANKS, LLC
7008 MADISON AVENUE
URBANDALE, IOWA 50322

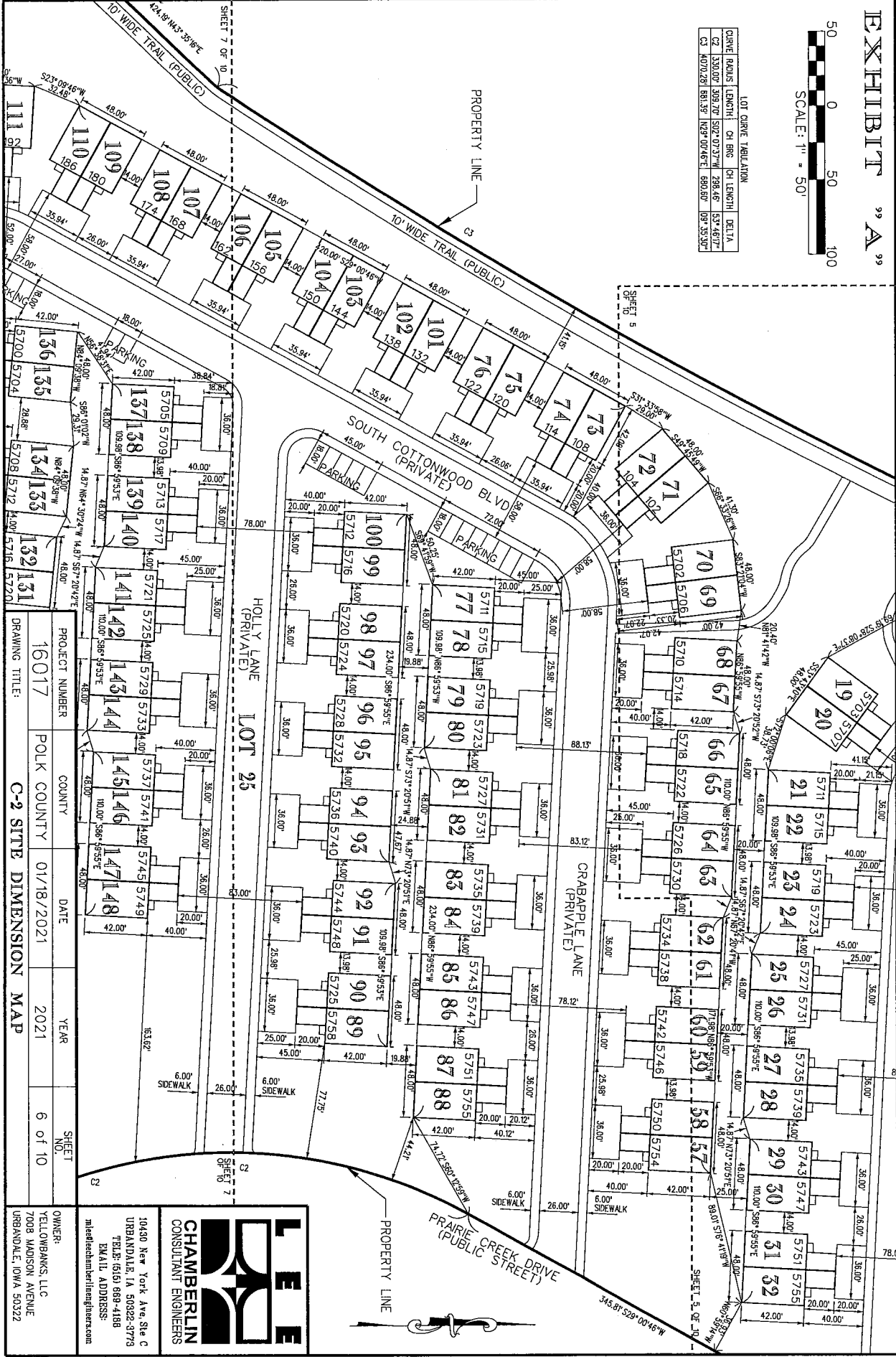
PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773

EXHIBIT 99 A 99



LOT CURVE TABULATION

CURVE	RADIUS	CH BEG	CH END	CH LENGTH	DELTA
C1	1390.00'	S09.70°	S02.07°	288.46'	53°46'17"
C2	1400.00'	S09.70°	S02.07°	288.46'	53°46'17"
C3	1400.00'	S09.70°	S02.07°	288.46'	53°46'17"



PROJECT NUMBER	16017	COUNTY	POLK COUNTY	DATE	01/18/2021	YEAR	2021	SHEET NO.	6 of 10
DRAWING TITLE:	C-2 SITE DIMENSION MAP								

LEE
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mlee@chamberlin-engineers.com

OWNER:
YELLOWBANKS, LLC
7008 MADISON AVENUE
URBANDALE, IOWA 50322

PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773

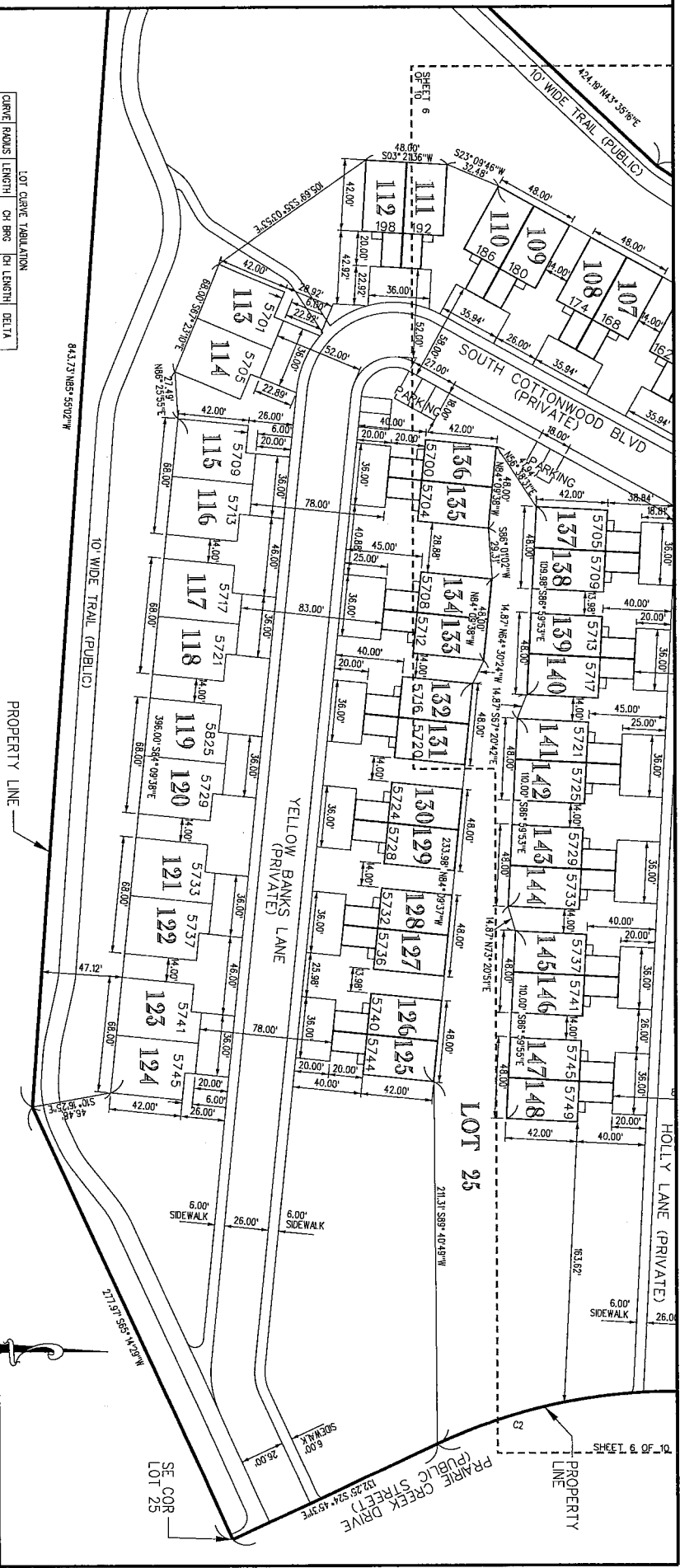
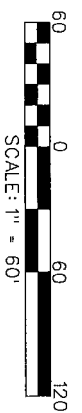
LOT CURVE TABULATION

CURVE	RADIUS	LENGTH	CH BEG	CH END	CH LENGTH	DELTA
C2	330.00'	309.70'	S02°07'37"W	298.48'	53°46'17"	

PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
16017	POLK COUNTY	01/18/2021	2021	7 of 10

DRAWING TITLE: C-3 SITE DIMENSION PLAN

EXHIBIT 99 A



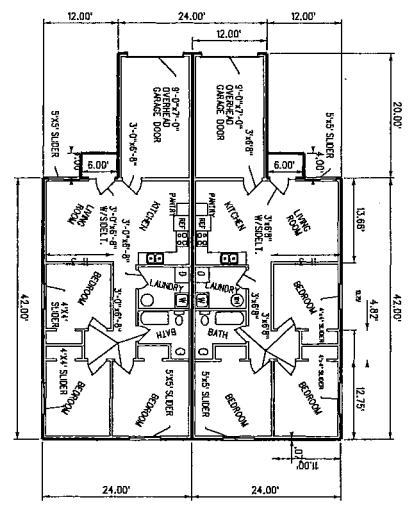
CHAMBERLIN
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10430 New York Ave. Ste C
URBANDALE, IA 50322-3773
TEL: (515) 669-4188
EMAIL ADDRESS:
mlee@chamberlinengineers.com

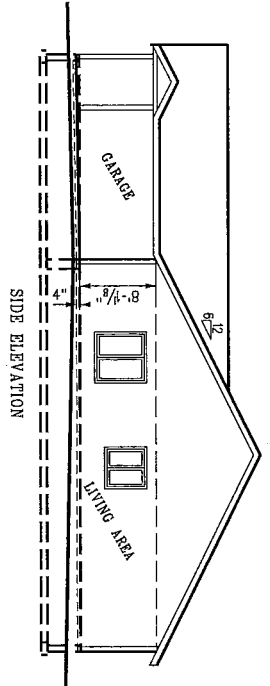
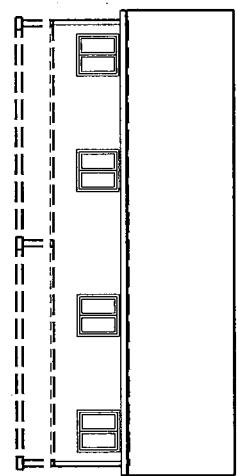
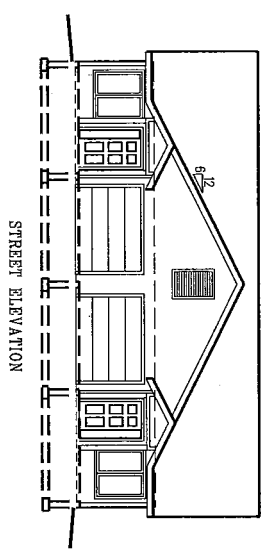
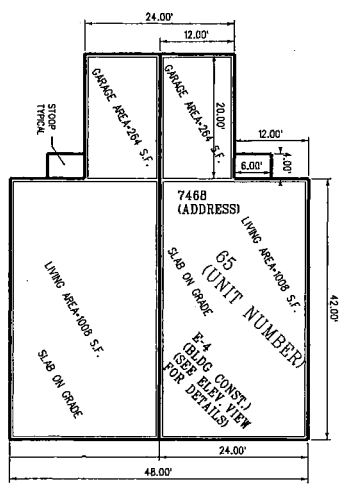
OWNER:
YELLOWBANKS, LLC
7708 MADISON AVENUE
URBANDALE, IOWA 50322

PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773

CONDOMINIUM MAIN LEVEL FLOOR PLAN



CONDOMINIUM MAIN LEVEL

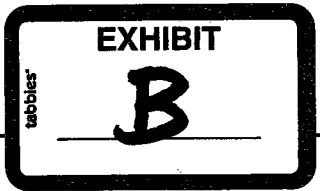


PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
16017	POLK COUNTY	01/18/2021	2021	8 of 10
DRAWING TITLE: D-1 CONDOMINIUM BUILDING PLAN, VILLA				

OWNER:
YELLOWBANKS, LLC
7008 MADISON AVENUE
URBANDALE, IOWA 50322

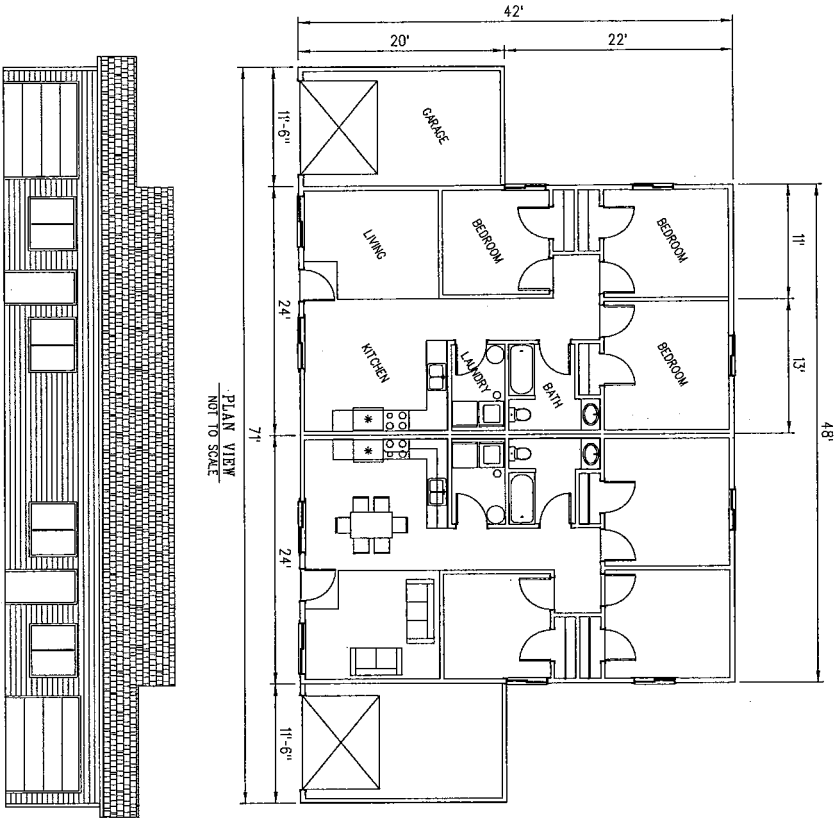
10430 New York Ave, Ste C
URBANDALE, IA 50322-3773
TELE: (515) 669-4188
EMAIL ADDRESS:
mlee@chamberlin-engineers.com

LEE
CHAMBERLIN
CONSULTANT ENGINEERS



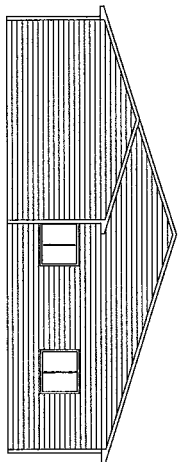
PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773

CONDOMINIUM MAIN LEVEL FLOOR PLAN



PLAN VIEW
NOT TO SCALE

FRONT ELEVATION
NOT TO SCALE



RIGHT SIDE ELEVATION
NOT TO SCALE

PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
16017	POLK COUNTY	01/18/2021	2021	9 of 10

DRAWING TITLE: D-2 CONDOMINIUM BUILDING PLAN, HUTTON

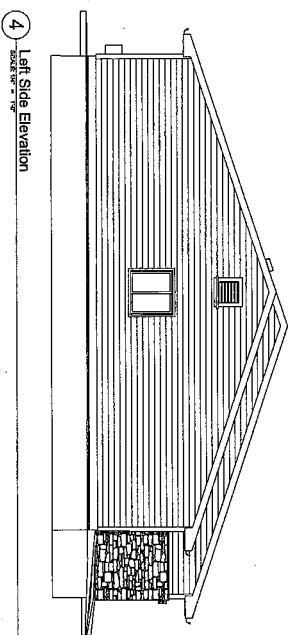
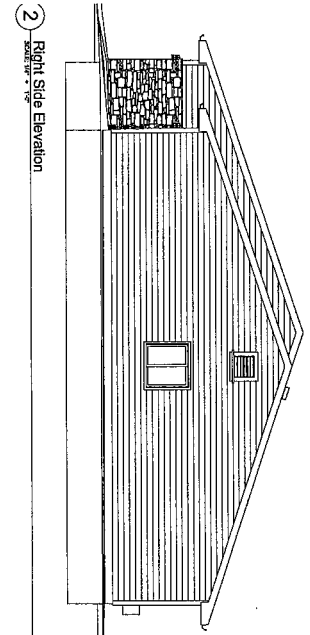
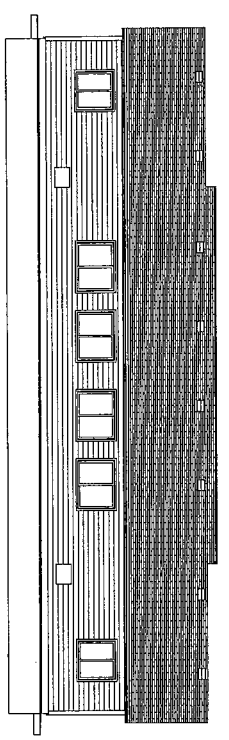
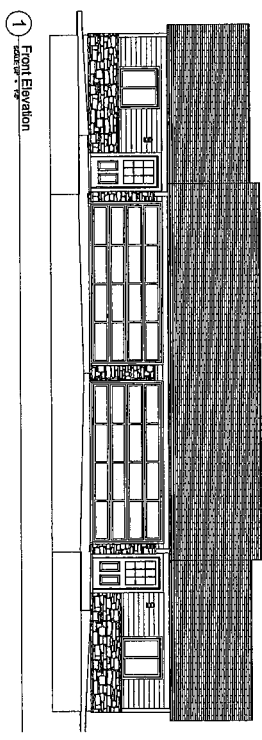
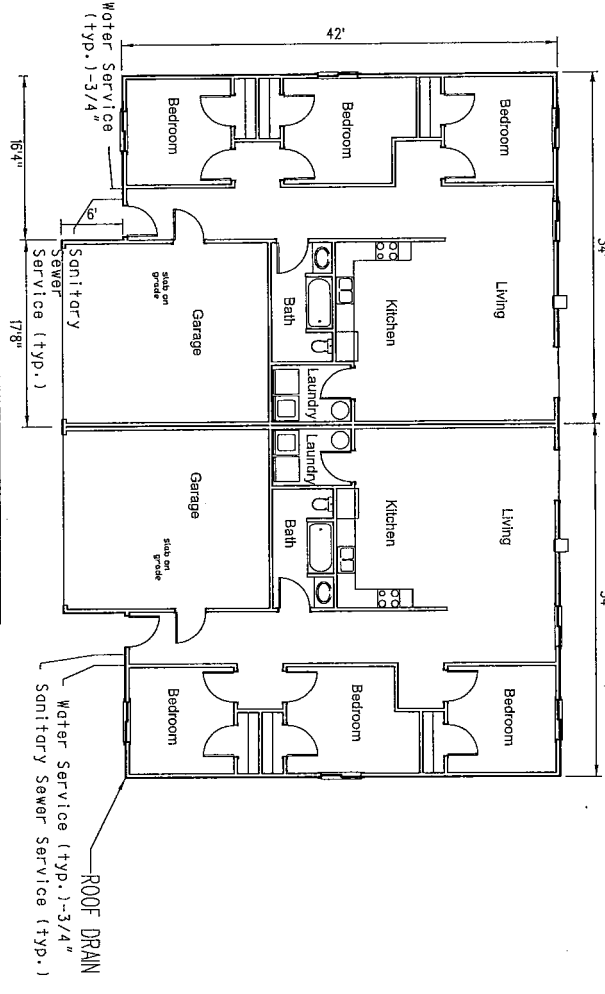
LEE
CHAMBERLIN
CONSULTANT ENGINEERS

10430 New York Ave, Ste C
URBANDALE, IA 50322-3773
TELE: (615) 689-4198
EMAIL ADDRESS:
mllee@chamberlin-engineers.com

OWNER:
YELLOWBANKS, LLC
7008 MADISON AVENUE
URBANDALE, IOWA 50322

PREPARED BY: MARK L. LEE, 10430 NEW YORK AVE, STE C, URBANDALE, IA 50322-3773

CONDOMINIUM MAIN LEVEL FLOOR PLAN



PROJECT NUMBER	COUNTY	DATE	YEAR	SHEET NO.
16017	POLK COUNTY	01/18/2021	2021	10 of 10

DRAWING TITLE: **D-3 CONDOMINIUM BUILDING PLAN, BRADFORD**

CHAMBERLIN
CONSULTANT ENGINEERS

10430 New York Ave, Ste C
URBANDALE, IA 50322-3773
TEL: (515) 989-4188
EMAIL: ADDRESS:
mllee@chamberlinengineers.com

OWNER:
YELLOWBANKS, LLC
7008 MADISON AVENUE
URBANDALE, IOWA 50322

EXHIBIT "C"

<u>UNIT NUMBER</u>	<u>UNDIVIDED FRACTIONAL OWNERSHIP INTEREST</u>
1	.006756
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36	.006756



EXHIBIT "C"

<u>UNIT NUMBER</u>	<u>UNDIVIDED FRACTIONAL OWNERSHIP INTEREST</u>
37	.006756
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EXHIBIT "C"

<u>UNIT NUMBER</u>	<u>UNDIVIDED FRACTIONAL OWNERSHIP INTEREST</u>
72	.006756
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106	.006756

EXHIBIT "C"

<u>UNIT NUMBER</u>	<u>UNDIVIDED FRACTIONAL OWNERSHIP INTEREST</u>
107	.006756
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138	.006756
139	.006756
140	.006756
141	.006756

EXHIBIT "C"

<u>UNIT NUMBER</u>	<u>UNDIVIDED FRACTIONAL OWNERSHIP INTEREST</u>
142	.006756
143	.006756
144	.006756
145	.006756
146	.006756
147	.006756
148	.0006756

CONSENT OF MORTGAGE HOLDER

First National Bank, Ames, Iowa is the holder of a Real Estate Mortgage and an Assignment of Rents described below:

- a) Construction Mortgage filed June 20, 2019, in Book 17374, Page 133 of the Polk County Recorder's Office, in the amount of \$7,777,000.00;
- b) Assignment of Rents filed June 20, 2019, in Book 17374, Page 144 of the Polk County Recorder's office;

on the following described real estate in Polk County, Iowa, to-wit:

Lot 25, PRAIRIE CREEK PLAT 2, an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa;

and does hereby consent to the attached Declaration of Submission of Property to Horizontal Property Regime for Yellow Banks Condominiums by the owner of said property, Yellowbanks, L.L.C., an Iowa limited liability company. This Consent shall not impair the validity of the Mortgage on said real property.

Dated this 11th day of March, 2021

FIRST NATIONAL BANK, AMES, IOWA

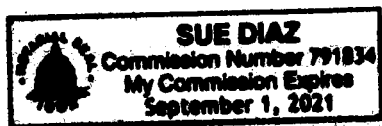
By: Dean M. Whitaker

By: [Signature]

STATE OF IOWA)
)ss
COUNTY OF Polk)

This record was acknowledged before me on the 11th day of March, 2021, by Dean M. Whitaker and Dave Melling, as Market President and Vice President, respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Dean M. Whitaker and Dave Melling as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Signature]
NOTARY PUBLIC - STATE OF IOWA



CONSENT OF MORTGAGE HOLDER

Central Bank is the holder of a Real Estate Mortgage and a Financing Statement described below:

- a) Mortgage filed November 5, 2019, in Book 17576, Page 543 of the Polk County Recorder's Office, in the amount of \$3,000,000.00;
- b) Financing Statement filed November 5, 2019, in Book 17576, Page 555 of the Polk County Recorder's office;

on the following described real estate in Polk County, Iowa, to-wit:

Lot 25, PRAIRIE CREEK PLAT 2, an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa;

and does hereby consent to the attached Declaration of Submission of Property to Horizontal Property Regime for **Yellow Banks Condominiums** by the owner of said property, **Yellowbanks, L.L.C.**, an Iowa limited liability company. This Consent shall not impair the validity of the Mortgage on said real property.

Dated this 12 day of March, 2021

CENTRAL BANK

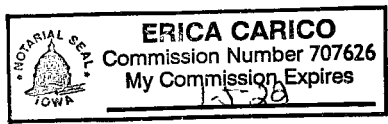
By: Mark Hoff

By: Jeff Damman

STATE OF IOWA)
)ss
COUNTY OF Polk)

This record was acknowledged before me on the 12th day of March, 2021, by Mark Hefner and Jeff Damman, as Vice President and SVP, Market President respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Mark Hefner and Jeff Damman as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

Erica Carico
NOTARY PUBLIC - STATE OF IOWA



CONSENT OF MORTGAGE HOLDER

First National Bank, Ames, Iowa is the holder of a Real Estate Mortgage and an Assignment of Rents described below:

- a) Mortgage filed March 10, 2020, in Book 17728, Page 485 of the Polk County Recorder's Office, in the amount of \$5,300,000.00;
b) Assignment of Rents filed March 10, 2020, in Book 17728, Page 496 of the Polk County Recorder's office;

on the following described real estate in Polk County, Iowa, to-wit:

Lot 25, PRAIRIE CREEK PLAT 2, an Official Plat, now included in and forming a part of the City of Pleasant Hill, Polk County, Iowa;

and does hereby consent to the attached Declaration of Submission of Property to Horizontal Property Regime for Yellow Banks Condominiums by the owner of said property, Yellowbanks, L.L.C., an Iowa limited liability company. This Consent shall not impair the validity of the Mortgage on said real property.

Dated this 1st day of April, 2021.

FIRST NATIONAL BANK, AMES, IOWA

By: [Signature]

By: [Signature]

STATE OF IOWA)
)ss
COUNTY OF Polk)

This record was acknowledged before me on the 1st day of April, 2021, by Dean M. Whitaker and Dave Melling, as Market Pres. and Vice Pres., respectively, of the corporation executing the within and foregoing instrument, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Dean M. Whitaker and Dave Melling as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Signature]
NOTARY PUBLIC - STATE OF IOWA

