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Polk County Iowa  
JULIE M. HAGGERTY RECORDER  
File# 2011-00060595

BK **13767** PG **140-260**

### Recorder's Cover Sheet

**Preparer Information:**

Stuart Ruddy, Faegre & Benson LLP, 801 Grand Avenue, Suite 3100, Des Moines, (515) 248-9000

**Return Address**

Stuart Ruddy, Faegre & Benson LLP, 801 Grand Avenue, Suite 3100, Des Moines, (515) 248-9000

**Declarant:**

Newbury Management Company

**Legal Description:**

See Exhibit A

**Document or instrument number if applicable:**

- Book 12066 Page 780
- Book 12073 Page 545
- Book 12314 Page 922
- Book 13193 Page 734

**WOODLAND WEST CONDOMINIUMS**

**AMENDED AND RESTATED**

**DECLARATION OF HORIZONTAL PROPERTY REGIME**

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**THIS AMENDED AND RESTATED DECLARATION FOR WOODLAND WEST CONDOMINIUMS**, (“**Amended and Restated Declaration**”) is made as of this 8<sup>th</sup> day of February, 2011 (“**Effective Date**”), by Newbury Management Company, an Iowa corporation (“**Declarant**”), pursuant to Iowa Statutes, Chapter 499B, known as the “Horizontal Property Act,” and laws amendatory thereof and supplemental thereto (the “**Act**”).

**RECITALS:**

1. Declarant is the owner in fee simple of eighteen (18) Units and the grantor/seller under land contracts of two (2) Units, which two Units are considered Owner Occupied Property as defined below, all of which are located on the real property situated on the City of West Des Moines, in the County of Polk, in the State of Iowa legally described on Exhibit A attached hereto and incorporated herein by reference (the “**Newbury Property**”); and

2. Declarant, or its affiliate, is also the general partner of Woodland West Associates, LP, an Iowa limited partnership (“**Woodland West Associates**”), which is the owner in fee simple of the real property situated in the City of West Des Moines, in the County of Polk, in the State of Iowa legally described on Exhibit A-1 attached hereto and incorporated herein by reference (the “**Partnership Property**”).

3. Individual and distinct Unit owners, along with the two Unit vendees under the land contracts referenced above, own or have legal interest in thirty (30) Units which are currently a part of the Condominium Regime, as defined in the Declaration of Submission of Property to Horizontal Property Regime for Woodland West Condominiums recorded February 9, 2007, in Book 12066 at Page 780, and amended by that Amendment to Declaration of Submission of Property to Horizontal Property Regime for Woodland West Condominiums recorded February 15, 2007, in Book 12073 at Page 545, and supplemented by that First Supplemental Declaration of Condominium recorded August 2, 2007, in Book 12314 at Page 922, (collectively, the “**Original Declaration**”). These thirty (30) Units are legally described on Exhibit A-2 attached hereto and incorporated herein by reference (the “**Owner-Occupied Property**”).

4. Together, the Newbury Property, Partnership Property and Owner-Occupied Property form the “**Condominium Property**” or the “**Condominium Project**” as defined in the Original Declaration.

5. Together, the Newbury Property and the Owner-Occupied Property shall be known as the “**B&C Condominium Property**.”

6. Newbury, Woodland West Associates, and those Unit Owners of the Owner-Occupied Property who have executed this Amended and Restated Declaration wish to amend, restate and reconstitute the “**Condominium Regime**,” as defined in the Original Declaration pursuant to the terms of Article XIII, Section 1(c) of the Original Declaration.

7. Woodland West Condominiums, LLC (“**Original Developer**”) filed the Original Declaration for the Condominium Property with the goal of having ninety-six (96) single-family units and one (1) detached garage stall assigned to each single-family unit. These Units were

separated equally into four (4) separate buildings: Buildings "A," "B," "C," and "D" by the Original Developer.

8. The Declaration of Submission of Property to Horizontal Property Regime for Woodland West Condominiums submitted Building "B" to the Condominium Regime and was filed, as stated above, on February 9, 2007.

9. The Original Developer then, pursuant to its rights under Article XIV of the Original Declaration, enlarged the Condominium Regime by adding Building "C" pursuant to the terms contained in the First Supplemental Declaration of Condominium which was filed, as stated above, on August 2, 2007.

10. The Original Developer was unable to sell all of the single-family units in Building "B" and Building "C" and, despite its original intent to expand the Condominium Regime to all four (4) buildings, it was unable to do so.

11. An Agreement for Alternative Nonjudicial Voluntary Foreclosure Pursuant to Iowa Code Section 654.18 ("**Foreclosure Agreement**") was entered into between the Original Developer and Community State Bank, National Association ("**CSB**"), on August 18, 2009, and recorded on August 27, 2009, in Book 13185 at Page 698 of the records of the Polk County Recorder.

12. As part of such Foreclosure Agreement, CSB did receive from the Original Developer two Quit Claim Deeds, both dated August 18, 2009, and both recorded on August 27, 2009, in Book 13185 at Page 703 and Page 705, respectively, of the records of the Polk County Recorder.

13. CSB also received from the Original Developer an Assignment of Real Estate Contracts dated August 18, 2009, and recorded August 27, 2009, in Book 13185 at Page 707 and an Assignment of Interests in Real Estate dated August 18, 2009, and recorded August 27, 2009, in Book 13185 at Page 710 of the records of the Polk County Recorder.

14. Original Developer did not, as was originally intended, enlarge the Condominium Regime to include Buildings "A" and "D" until that certain Second Supplemental Declaration of Condominium for Woodland West Condominiums dated September 1, 2009 and filed of record on September 2, 2009, at Book 13193 Page 734 of the records of the Polk County Recorder ("**Improper Declaration Supplement**") was recorded. However, the Improper Declaration Supplement was executed and recorded by the Original Developer after it had transferred, assigned, and conveyed all its right, title, and interest in the Condominium Property to CSB.

15. CSB has agreed to assign, transfer, and convey all of its right, title, and interest to the Newbury Property to Declarant. In addition, CSB has agreed to assign, transfer, and convey all of its right, title, and interest to the Partnership Property to Woodland West Associates. These conveyances by CSB in conjunction with this Amended and Restated Declaration shall supersede and amend all of the original rights, obligations, and liabilities held by the Original Developer under the Original Declaration. The Original Declaration is hereby rendered null and void except as reconstituted herein.

16. Declarant, Woodland West Associates, and those Unit Owners whose signatures appear below deem it desirable for the preservation of value of the Condominium Property to reaffirm that certain Site Plan submitted to the Original Declaration as Exhibit B and attached hereto as Exhibit B. The contents of the Site Plan shall govern for purposes of this Amended and Restated Declaration, except as modified and amended pursuant to the terms contained herein.

17. Declarant desires and intends that the owners, mortgagees, occupants and other persons who already hold an interest in the Condominium Property or hereafter acquire any interest in the Condominium Property shall at all times enjoy the rights, easements, privileges and restrictions hereinafter set forth, all of which are declared to be in furtherance of a plan to promote and protect the cooperative aspect of the condominium form of ownership of the Condominium Property and are established for the purposes of enhancing and perfecting the value, desirability and attractiveness of the same.

**NOW, THEREFORE**, Declarant, for the purposes above set forth, hereby declares as follows:

#### **ARTICLE I. DEFINITIONS**

The terms and phrases used in this Amended and Restated Declaration shall have the meanings ascribed to them in Section 499B.2 of the Act except as those meanings are modified or supplemented below.

A. **A&D Condominium Association.** The term "A&D Condominium Association" means Woodland West A&D Condominium Association and its successors and shall, for purposes of this Declaration, be the "A&D Council of Co-Owners" as defined in Section 499B.2(3) of the Code of Iowa. It shall be comprised of those Unit Owners owning the single family residences found in Building "A" and Building "D," as located on the Site Plan.

B. **B&C Condominium Association.** The term "B&C Condominium Association" means Woodland West B&C Condominium Association and its successors and shall, for purposes of this Declaration, be the "B&C Council of Co-Owners" as defined in Section 499B.2(3) of the Code of Iowa. It shall be comprised of those Unit Owners owning the single family residences found in Building "B" and Building "C," as located on the Site Plan.

C. **Board of Directors A&D.** The term "Board of Directors A&D" means the Board of Directors of Woodland West A&D Condominium Association.

D. **Board of Directors B&C.** The term "Board of Directors B&C" means the Board of Directors of Woodland West B&C Condominium Association.

E. **Building(s).** The term "Building" or "Buildings" means the Buildings constructed on the Land.

F. **Common Elements A&D.** The term "Common Elements A&D" or "Common Areas A&D" means all General Common Elements A&D and Limited Common Elements A&D.

G. **Common Elements B&C.** The term "Common Elements B&C" or "Common Areas B&C" means all General Common Elements B&C and Limited Common Elements B&C.

H. **Common Elements Condominium Property.** The term "Common Elements Condominium Property" or "Common Areas Condominium Property" means any General Common Elements and Limited Common Elements, as defined in Article II below, located on the Condominium Property and shared by the A&D Condominium Association and the B&C Condominium Association as specified in Article XV below.

I. **Common Expenses – A&D Association.** The term "Common Expenses – A&D Association" shall mean all expenditures made or liabilities incurred by or on behalf of the A&D Condominium Association together with any allocations for reserves, as may be required by the A&D Condominium Association, including, but not limited to, the following: premiums for any and all insurance maintained by the A&D Condominium Association including any deductible or co-insurance amount not covered by insurance; any water, sewer, or other utilities, charges with respect to the Common Elements A&D; legal and accounting fees; deficits remaining from any prior assessment period; the cost of all fidelity bonds required by the A&D Condominium Association, if any; all costs for the maintenance, operation, alteration, improvement and replacement of the Common Elements A&D and any other expense for the administration, operation and management of the A&D Condominium Association and the Condominium Regime determined and assessed by the A&D Condominium Association.

J. **Common Expenses – B&C Association.** The term "Common Expenses – B&C Association" shall mean all expenditures made or liabilities incurred by or on behalf of the B&C Condominium Association together with any allocations for reserves, as may be required by the B&C Condominium Association, including, but not limited to, the following: premiums for any and all insurance maintained by the B&C Condominium Association including any deductible or co-insurance amount not covered by insurance; any water, sewer, or other utilities, charges with respect to the Common Elements B&C; legal and accounting fees; the unpaid portion of any assessment against a Unit on the B&C Condominium Property that is acquired pursuant to a mortgage foreclosure proceeding or a deed in lieu of foreclosure and not required to be paid by such acquirer; deficits remaining from any prior assessment period; the cost of all fidelity bonds required by the B&C Condominium Association, if any; all costs for the maintenance, operation, alteration, improvement and replacement of the Common Elements B&C and any other expense for the administration, operation and management of the B&C Condominium Association and the Condominium Regime determined and assessed by the B&C Condominium Association.

K. **Common Expenses – Woodland West.** The term "Common Expenses – Woodland West" shall mean all expenditures made or liabilities incurred by or on behalf of the Woodland West Project together with any allocations for reserves, as may be required by the agreement of the A&D Condominium Association and the B&C Condominium Association as specified in Article XV below, including, but not limited to, the following: any lawn and landscape service, snow removal, trash removal, driveway, sidewalk and parking maintenance, storm sewer, or other utilities, pool operation and maintenance, charges with respect to the Common Elements Condominium Property; legal and accounting fees; deficits remaining from any prior assessment period; and all costs for the maintenance, operation, alteration, improvement and replacement of the Common Elements Condominium Property.

L. **Condominium Unit.** The term "Condominium Unit" when used as a noun means a Unit and appurtenances thereto.

M. **Condominium Property or Condominium Project.** The term "Condominium Property" or the term "Condominium Project" includes all property, real, personal or mixed submitted to the Condominium Regime other than the personal property of any Owner which might otherwise be considered submitted to the Condominium Regime.

N. **Floor Plans.** The term "Floor Plans" means those certain drawings containing the Units found on the Condominium Property which is attached hereto as Exhibit C.

O. **General Common Elements A&D.** The term "General Common Elements A&D" means and is described as all portions of the Partnership Property not located within any Unit except such portions found on the Partnership Property which are defined or reserved as Limited Common Elements A&D, and the term also includes, but is not limited to, landscaping, plantings, and pertinent equipment and furnishings located exclusively on the Partnership Property. All structural elements of the Building "A" and Building "D," including, but not limited to, the foundation, slabs, exterior walls, roof and attic, interior load bearing walls, walls dividing Units and walls separating Units from another Common Areas A&D, floors, ceilings, and other structural elements of the Buildings on the Partnership Property not reserved to a Unit are General Common Elements A&D. All sewer, water, electrical, gas, telephone and other utility or service lines, including satellite television receivers, wiring, ducts, conduits, and piping located outside of any Unit or which serve more than one Unit are General Common Elements A&D notwithstanding the same are located in part within a Unit.

P. **General Common Elements B&C.** The term "General Common Elements B&C" means and is described as all portions of the B&C Condominium Property not located within any Unit except such portions of the B&C Condominium Property which are defined or reserved as Limited Common Elements B&C, and the term also includes, but is not limited to, landscaping, plantings, and pertinent equipment and furnishings. All structural elements of Building "B" and Building "C," including, but not limited to, the foundation, slabs, exterior walls, roof and attic, interior load bearing walls, walls dividing Units and walls separating Units from another Common Areas B&C, floors, ceilings, and other structural elements of the Buildings not reserved to a Unit are General Common Elements B&C. All sewer, water, electrical, gas, telephone and other utility or service lines, including satellite television receivers, wiring, ducts, conduits, and piping located outside of any Unit or which serve more than one Unit are General Common Elements B&C notwithstanding the same are located in part within a Unit.

Q. **General Common Elements Woodland West.** The term "General Common Elements Woodland West" means and is described as only those certain portions of the Condominium Property which both the A&D Condominium Association and the B&C Condominium Association agree serve the entire Condominium Property and cannot be reserved as either General Common Elements A&D or General Common Elements B&C. Such General Common Elements Woodland West shall be further described in Article XV below.



R. **Limited Common Elements A&D.** The term "Limited Common Elements A&D" shall mean a portion of the Common Elements set aside and allocated for the restricted use of respective Units in Building "A" and Building "D" as is or as may hereafter be designated (e.g., patios and balconies). At the time of conveyance, each respective document of conveyance shall be deemed to convey the Limited Common Elements A&D to be used exclusively in conjunction with the respective Unit without necessity of naming the same.

S. **Limited Common Elements B&C.** The term "Limited Common Elements B&C" shall mean a portion of the Common Elements set aside and allocated for the restricted use of respective Units in Building "B" and Building "C" as is or as may hereafter be designated (e.g., patios and balconies). At the time of conveyance, each respective document of conveyance shall be deemed to convey the Limited Common Elements B&C to be used exclusively in conjunction with the respective Unit without necessity of naming the same.

T. **Materials.** The term "Materials" shall mean those certain descriptions, structures, and building materials, a list of which is required under Section 499B.4 of the Code of Iowa and a detailed description of which can be found on Exhibit F attached hereto and incorporated herein by reference.

U. **Original Developer.** The term "Original Developer" shall mean Woodland West Condominiums, LLC.

V. **Owner or Unit Owner.** The term "Owner" and "Unit Owner" means the holder of real property interest in a Unit, except when otherwise defined in the condominium documents, and excluding mortgagees not in possession, land contract vendors, lienholders and interests merely collateral in nature. The parties hereby acknowledge and agree that the Owner of all Units located on the Partnership Property is Woodland West Associates.

W. **Ownership Units.** The term "Ownership Units" means the Ownership Units made appurtenant to each Unit in Article III hereof for purposes including, but not limited to, determining each Unit's appurtenant share of the Common Elements, and determining voting and assessment in accordance with the Bylaws of the Association.

X. **Property Manager.** The term "Property Manager" shall mean that certain party agreed to by the A&D Condominium Association and the B&C Condominium Association pursuant to Article XV below, its successors and assigns. The initial Property Manager pursuant to this Amended and Restated Declaration shall mean and refer to Declarant.

Y. **Unit.** Each Unit shall consist of the area between the decorated and finished interior surfaces of its perimeter walls (including windows and sliding glass doors and including the interior surface of the exterior doors), and between the lower surface of the ceiling and the upper surface of the lowest floor. A Unit shall include and be defined by the above-referred to surfaces and shall also include gas appliances, electrical fixtures and plumbing fixtures, including the heating and ventilating equipment within the Units, and non-load bearing partitions or walls within such area, except that all lines, wires, ducts and the like within any non-load bearing partition or wall which serve more than one Unit, shall be excluded and shall not

constitute a part of the Unit. "Unit" shall have the same meaning as "apartment" as defined in Section 499B.2(a) Code of Iowa, except as further defined in this paragraph.

## ARTICLE II. IDENTIFICATION OF LAND, BUILDINGS AND UNITS

A. Location of Land and Improvements. The Land and improvements hereby submitted to the Condominium Regime are located in West Des Moines, Polk County, Iowa, as are depicted on the Site Plan. The Units hereby submitted to Condominium Regime are shown and designated by number on the Floor Plans for each Building attached hereto as Exhibit D. Exhibits "A," "B," "C," and "D" contain and such contents shall govern, for purposes of this Amended and Restated Declaration and for the purpose of meeting certain requirements of Section 499B.4 and 499B.6 of the Code of Iowa, the following:

1. The number identifying each Building and Unit, the location and number of rooms in each Unit and the immediate Common Area to which each Unit has access.
2. The full and exact copy of the plans of the Buildings which show graphically all particulars of the Buildings including, but not limited to the dimensions, area and location of the Common Elements affording access to each Unit.
3. The term "Association" as used herein shall mean either the A&D Condominium Association or the B&C Condominium Association depending on the property that the Buildings, Units, Common Areas, Common Elements or other identifying factor is located.
4. The term "Board of Directors" as used herein shall mean either the Board of Directors A&D or the Board of Directors B&C depending on the Association that is being governed by said Board of Directors.
5. The term "Common Area" as used herein shall mean either Common Area A&D or Common Area B&C depending on the Building in which said Common Area is located.
6. The term "Common Elements" as used herein shall mean either Common Elements A&D, Common Elements B&C or Common Elements Condominium Property, if treated as such pursuant to Article XV, depending on the Building or the location in which said Common Elements are located.
7. The term "General Common Elements" as used herein shall mean either General Common Elements A&D or General Common Elements B&C, depending on the Property on which said General Common Elements are located.
8. The term "Limited Common Elements" as used herein shall mean either Limited Common Elements A&D or Limited Common Elements B&C, depending on the Property on which said Limited Common Elements are located.

9. The term "Property" as used herein shall mean either the B&C Condominium Property, the Partnership Property or the Condominium Property depending on the location of the identifying factor.

### **ARTICLE III. OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS**

A. Exclusive Ownership of Unit. Each Owner shall be entitled to exclusive ownership and possession of his/her/its Unit. An Owner in Building "A" or Building "D" shall not be deemed to own the undecorated or unfurnished interior surfaces of the perimeter walls, floors, ceilings and exterior doors bounding his/her/its Unit, which are included in the Limited or General Common Elements A&D. An Owner in Building "B" or Building "C" shall not be deemed to own the undecorated or unfurnished interior surfaces of the perimeter walls, floors, ceiling and exterior doors bounding his/her/its Unit, which are included in the Limited or General Common Elements B&C. Notwithstanding the fact that such elements are within the perimeter of such Unit, an Owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the perimeter walls, floors, and ceilings bounding his/her/its Units and also shall have such exclusive rights with respect to General or Limited Common Elements A&D or General or Limited Common Elements B&C which are within his/her/its Unit, including specifically the right to penetrate such Common Elements with nails and other fasteners for hanging customary pictures, mirrors and similar wall decorations. It is expressly understood and acknowledged that an Owner whose Unit is located within the Building "A" or Building "D" shall only have access to the Limited or General Common Elements A&D and an Owner whose Unit is located within Building "B" or Building "C" shall only have access to the Limited or General Common Elements B&C.

B. Appurtenances. There shall pass with the ownership of each Unit as a part hereof, whether or not separately described, all appurtenances to such Unit (whether such appurtenance is described in this Article or elsewhere in this Amended and Restated Declaration or in the Bylaws of the either Association), including the Limited Common Elements A&D if the Unit is located within Building "A" or Building "D" or the Limited Common Elements B&C if the Unit is located within Building "B" or Building "C." No part of the appurtenant interest of any Unit maybe sold, transferred or otherwise disposed of except in connection with the sale, transfer of other disposition of such Unit itself or of all Units in the Condominium Regime. Notwithstanding the foregoing, it is expressly understood and acknowledged that an Owner whose Unit is located within the Building "A" or Building "D" shall only have access to the Limited or General Common Elements A&D and an Owner whose Unit is located within Building "B" or Building "C" shall only have access to the Limited or General Common Elements B&C.

C. Ownership Units. For purposes of this Amended and Restated Declaration, the Bylaws of the A&D Condominium Association and the Bylaws of the B&C Condominium Association, appurtenant to each Unit as listed in Exhibit E of this Amended and Restated Declaration. The Ownership Units which are appurtenant to each Unit are hereby created by this Amended and Restated Declaration and shall be counted for all purposes stated herein and in the other condominium documents irrespective of any actual occupancy or use of the Unit to which appurtenant.

D. Undivided Ownership Interest. An undivided interest in the Land and other Common Elements of the Condominium Regime, regardless of whether such elements are General or Limited Common Elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of all Units which have been submitted to the Condominium Regime, all shown on Exhibit E attached hereto. The undivided interest appurtenant to each Unit shall be amended by any subsequent expansion of the Condominium Regime. Notwithstanding the foregoing, it is expressly understood and acknowledged that an Owner whose Unit is located within the Building "A" or Building "D" shall only have an undivided interest appurtenant to those Limited or General Common Elements A&D and an Owner whose Unit is located within Building "B" or Building "C" shall only have an undivided interest appurtenant to those Limited or General Common Elements B&C.

E. Use of Limited Common Elements. The exclusive use of Limited Common Elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents. Notwithstanding the foregoing, it is expressly understood and acknowledged that an Owner whose Unit is located within the Building "A" or Building "D" shall only have use of those Limited Common Elements A&D and an Owner whose Unit is located within Building "B" or Building "C" shall only have use of those Limited Common Elements B&C.

F. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the General Common Elements. Notwithstanding the foregoing, it is expressly understood and acknowledged that an Owner whose Unit is located within the Building "A" or Building "D" shall only have a right to use and enjoy the General Common Elements A&D and an Owner whose Unit is located within Building "B" or Building "C" shall only have a right to use and enjoy General Common Elements B&C, provided, however, that all Unit Owners shall have a right to use and enjoy the General Common Elements Woodland West as provide in Article XV below.

G. Membership and Voting Rights. Appurtenant to each Unit shall be membership in either the A&D Condominium Association or the B&C Condominium Association and one vote in the affairs of said Association, provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the respective Articles and Bylaws of either the A&D Condominium Association or the B&C Condominium Association and of the other condominium documents. The action of either the A&D Condominium Association or the B&C Condominium Association shall be deemed the action of the Owners or of the Council of Co-Owners for such Association, whenever such action is permitted or required by Chapter 499B of the Code of Iowa; and such action when taken in accordance with the Bylaws of either the A&D Condominium Association or the B&C Condominium Association and this Declaration shall be final and conclusive upon all Unit Owners in that respective Association.

H. Encroachment Easements. If any portion of the Common Elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the Common Elements, or if any of such encroachments shall occur hereafter as a result of shifting or settling of the Building or from alteration, repair or improvement to the Common Elements or

as a result of repair or restoration of the Common Elements or a Unit after damage by fire or other casualty, or as a result of condemnation or of eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Building, Common Elements and Units exist, as long as the physical boundaries of the Units after construction, reconstruction, repair, etc are in substantial accord with the description of those boundaries that appear in this Amended and Restated Declaration.

I. Cross Easements. Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners as follows and as limited by Article XV below:

1. For ingress and egress through the Common Areas and for maintenance, repair, and replacement as authorized.

2. Through the Units and Common Elements for maintenance, repair and replacement or reconstruction of Common Elements, but access to Units and Limited Common Elements shall be with reasonable notice except in case of emergency.

3. Through the Units and Common Areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Units and the Common Areas.

4. To the extent necessary, each Unit shall have an easement for structural support over the Common Elements and over any other Unit in the Building, and each Unit and the Common Elements shall be subject to an easement for structural support in favor of every other Unit in the Building and the Common Elements,

J. Utility Easements. The Association shall have the right to grant utility easements under, through and over the Common Elements, which are reasonably necessary to the ongoing development and operation of that property they serve. Both Associations must agree to grant utility easements under, through, and over the Common Elements Condominium Property, which are reasonably necessary to the ongoing development and operation of the Condominium Property.

K. Owners Access. Each Unit Owner shall have a perpetual right appurtenant to the Owner's ownership interest in the Unit for access to and from the Owner's Unit across and through the Common Elements.

#### **ARTICLE IV. METED COMMON ELEMENTS**

A. Balconies and Patios. The balconies or patios, which exclusively serve each Unit, are reserved as Limited Common Elements for the exclusive use of each respective Unit. The cost of maintenance and repair of any balcony or patio shall be the responsibility of the Association, except if the maintenance or repair is a result of the actions of the Unit Owner.

B. Garages. The garages shall be a part of the Limited Common Elements. One (1) garage shall be assigned to each Unit by the Property Manager for the exclusive use by such

Unit. Provided, however, that this assignment of a garage location shall be permanent and any garages assigned to a Unit on the Partnership Property shall remain a part of the Partnership Property thereafter and any garage assigned to a Unit on the B&C Condominium Property shall remain a part of the B&C Condominium Property thereafter. The cost of maintenance and repair of any garage shall be the responsibility of the Association except if the maintenance or repair is a result of the actions of the Unit Owner.

C. Exception. Notwithstanding the reservations permitted by this Article, the design and layout of the Buildings, garages and grounds submitted and the integrity and appearance of the Condominium Regime as a whole are the common interest of all Owners and shall remain a part of the General Common Elements.

D. Right of Association. The reservation of the Limited Common Elements shall not limit any right of the Association and its agents may otherwise have to alter such Limited Common Elements or enter upon such Limited Common Elements.

## **ARTICLE V. PROPERTY MANAGER'S RIGHTS, POWERS AND OBLIGATIONS**

A. Rehabilitation of Units - Variation and Adjustments. With respect to the Materials, as defined below and found in Exhibit F-1 attached hereto and incorporated herein by reference, found on the Partnership Property, the Property Manager reserves the right to substitute for any of the materials, equipment and appliances, materials, equipment and appliances of equal or better quality. With respect to the repairs and replacements made on the B&C Condominium Property, the Property Manager shall use those materials described in Exhibit F-2 and shall complete the work described on Exhibit J no later than June 30, 2012.

B. Right of Access. The Property Manager reserves an easement over the common elements of the Condominium Project for the purpose of completing the improvements thereof contemplated by this Amended and Restated Declaration. Provided, however, the Property Manager shall restore any common element disturbed by the Property Manager's use of such easement to the condition existing prior to the disturbances as soon as practically feasible after the Property Manager's use of the easement rights granted herein are concluded. Also, the easement rights granted herein shall be exercised by the Property Manager only if and when the access required by the Property Manager is not otherwise reasonably available other than over, across or through the Common Elements.

C. Assignment of Property Manager's Reserved Rights. Subject to the terms of the applicable Property Management Agreement, a form of which is attached to as Exhibit I, ("Management Agreement") Property Manager shall have the right to assign all of its rights and obligations as Property Manager to any person, corporation or other entity. Upon such assignment of Property Manager's rights hereunder, the initial Property Manager shall have no further obligation in connection with the Condominium Regime, except as a Unit Owner.

D. Qualifications of Property Manager. The B&C Condominium Association hereby acknowledges and consents to the operation of the A&D Condominium Association as a Low Income Housing Tax Credit Project under Section 42 of the Internal Revenue Code ("Section 42

Project"). Therefore, any Property Manager agreed to by the parties pursuant to the terms contained in Article XV below must be knowledgeable and have previous experience in managing a Section 42 Project in compliance with the rules and regulations contained in Section 42 of the Internal Revenue Code.

## **ARTICLE VI. MANAGEMENT OF THE CONDOMINIUM REGIME**

A. Association; Membership; Vote or Other Action of Owners. The business and affairs of the Condominium Regime shall be governed and managed by two associations, the A&D Condominium Association and the B&C Condominium Association both of which are nonprofit membership corporations organized and existing under Chapter 504, Code of Iowa. Copies of the Articles of Incorporation and of the Bylaws for each of the Associations are attached hereto as Exhibit G and Exhibit H, respectively. Whenever a vote or other action of Unit Owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the Owners or of the Council of Co-Owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

B. Agreements and Compliance. All Owners, both Associations, tenants, families, guests and other persons using or occupying the Condominium Regime shall be bound by and strictly comply with the provisions of the Bylaws of their respective Association and applicable provisions of the other condominium documents, and all agreements, regulations, and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such Owners and other persons. A failure by any Owner, the Association, tenant, family, guest or other person occupying or managing the Condominium Regime to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any Owner as applicable and for mandatory or other injunctive relief without waiving either remedy. The costs, including reasonable attorney's fees incurred by the Association to enforce same, shall be a lien against the Unit whose Owner failed to comply and this lien shall be subject to foreclosure by the Association.

C. Availability of Documents and Records. The Association shall make available to Unit Owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of this Declaration, the Bylaws of the Association and any rules or regulations passed by the Association governing the property and other books, records and financial statements of the Association. Such information shall also be made available by the Association to prospective purchaser of Units, including the most recent audited financial statement of the Association, if such is prepared. "Available" shall at the least mean available for inspection upon request during normal business hours or under other reasonable circumstances. Also upon the written request of any agency or corporation which has an interest or prospective interest in the Condominium Regime the financial statement of the Association for the immediately preceding fiscal year.

D. Included Powers; Foreclosure of Lien; Waiver of Partition. Each Owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it the Council of Co-Owners and the Owners as a group by Chapter 504 and 499B Code of Iowa, and

such as are more particularly set forth in the condominium documents; including but not limited to the making of special assessments and setting association dues on an annual basis pursuant to the Bylaws of said Association, chargeable to Owners and the creation of a lien on Units thereby, and the right, acting on behalf of the Unit Owners, to foreclose the lien thereof and acquire a Unit at foreclosure sale to hold, lease, mortgage or convey the same; all Unit Owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition. Each Owner hereby waives any right to delay or prevent such foreclosure by the Association which he/she/it may have by reason of a homestead exemption.

E. No Avoidance by Waiver of Use; Right of Entry. Each Owner shall be liable for all dues and assessments made by the Association against his/her/its Unit for common expenses and liabilities of the Association and the Condominium Property and Condominium Regime. The liability of a Unit Owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any Common Element or by abandonment of a Unit for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter a Unit as may be necessary or advisable to carry out its responsibilities.

F. Utilities. Each Unit Owner shall pay all charges before they become delinquent for telephone, electricity, gas, cable television and any other service which is billed directly to the Unit Owner. All other utility charges shall be paid by the Association and the costs of the same shall be a common expense to be assessed against each Unit Owner as part of the regular assessment.

G. Management Contract. Pursuant to authority granted in its Bylaws, the Association may enter into a contract with Property Manager or its assigns for professional management of its affairs for an initial term not to extend for more than three years from the date of the filing of the Declaration, and the management fee thereof shall be a common expense and such fee shall not increase by more than the yearly rate of increase in the Consumer Price Index U.S. City Average for Wage Earners and Clerical Workers (CPI-W) as published by the Department of Labor. Any such fee adjustment shall be no more often than once each year and the fee paid during the first year shall be the base year and the Index published for the first month on the initial term shall be the base index.

H. Discharge of Liability. The Owner shall promptly discharge any lien, which may hereafter be filed against his/her/its Unit.

I. Negligence. A Unit Owner shall be liable to the Association for the expense of any maintenance, repair, or replacement rendered necessary by his/her/its act, neglect, or carelessness, or by that of his/her/its family, guests, employees, agents, or lessees, which liability shall include any increase in insurance rates resulting therefrom.

J. Limitation of Association's Liability. The Association shall not be liable for any failure of water or other service to be obtained and paid for by the Association hereunder, or for injury or damage to property caused by or on the Common Elements or by another Owner or person in the project, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of the



Association, No diminution or abatement of common expense assessments shall be divided or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the Common Area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

K. Indemnification of Management Committee Members. Each member of the Association shall be indemnified by the Owners against all expenses and liabilities, including attorney's fees, reasonably incurred or imposed upon the member in connection with any proceedings to which the member may be a party, or in which the member may become involved, by reason of the member being or having been an officer or director of the Association or any settlement thereof whether or not the member is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of the member's duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

L. Association as Attorney-in-Fact for Owners. The Association is hereby irrevocably appointed attorney-in-fact for the Owners of each and every Unit to manage, control and deal with the interest of such Owners in the Common Areas so as to permit the Association to fulfill all of its duties and obligation hereunder and to exercise all of its rights hereunder, to deal with the Condominium Property upon its destruction or obsolescence as hereinafter provided. The Association is hereby irrevocably appointed attorney-on-fact for the Owners of each and every Condominium Unit to purchase, maintain and handle insurance and insurance proceeds and condemnation awards as hereinafter provided, including, but not limited to collection and appropriate distribution of the proceeds thereof, the negotiation of losses and execution of releases of liability, the execution a documents, and the performance of all other acts necessary to accomplish such purpose. The acceptance by any person or entity of any interest in any Condominium Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

M. Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Amended and Restated Declaration shall be subject to the lien of a first mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Amended and Restated Declaration shall not operate to affect or impair the lien of such mortgage; and (ii) the foreclosure of the lien of such mortgage or the acceptance of a deed in lieu of the foreclosure by the mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriffs deed resulting from a decree of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriffs deed regain from a decree of foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure and have

not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting Owner personally.

N. Right of Entry. The Association shall have a right of entry to any Unit to perform emergency repairs or to do other work necessary for the maintenance of the Condominium Project. The Association shall have the right to grant permits, licenses and easements over the Common Elements for proper operation of the Condominium Project.

## ARTICLE VII. FIRST LIEN HOLDERS RIGHTS

A. Notices of Action. A holder, insurer, or guarantor of a first mortgage, upon written request to the Association (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), will be entitled to timely written notice of:

1. Any proposed amendment of this Amended and Restated Declaration;
2. Any proposed termination of the Condominium Project;
3. Any condemnation loss or any casualty loss which affects a material portion of the Condominium Regime or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;
4. 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
5. Any lapse, cancellation or material modification of any insurance policy maintained by the Association.

B. Other Provisions for First Lien Holders. To the extent possible under applicable law, the following protections for the benefit of first mortgage holders shall exist:

1. Any restoration or repair of the Condominium Property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 67% of the votes of Units subject to mortgages held by such eligible holders are allocated, is obtained.
2. 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 first mortgages on Units to which at least 67% of the votes of Units subject to mortgages held by such eligible holders are allocated.
3. Unless the formula for reallocation of interests in the Common Elements after a partial condemnation or partial destruction of the Condominium Property is fixed in advance by this Amended and Restated Declaration or by applicable law, no

reallocation of interest in the Common Elements resulting from a partial condemnation or partial destruction of the Condominium Property may be effected without the approval of the eligible holders of first mortgages on Units to which at least 67% of the votes of Units subject to mortgages held by such eligible holders are allocated.

4. Any amendment to this Amended and Restated Declaration requires the approval of the eligible holders of first mortgages on Units to which at least 67% of the votes of Units subject to mortgages held by such eligible holders are allocated.

Notwithstanding the foregoing, the parties acknowledge and agree that a holder, insurer or guarantor of a first mortgage on a Unit shall be allowed to approve of any of the above items or amendments on a per Unit basis. For example, should one holder, insurer or guarantor have a first mortgage that covers multiple Units, then that one holder, insurer or guarantor shall be allowed approval rights for all Units covered by said mortgage as if the Units were each subject to separate holder, insurer or guarantors.

NOTE: As used in this Amended and Restated Declaration, the term "eligible holder, insurer, or guarantor" shall mean a holder, insurer, or guarantor of a first mortgage on a Unit or property contract vendor of a Unit. The rights set forth in this Article VII are in addition to, and not in limitation of, the other rights granted elsewhere in this Declaration to any eligible holder, insurer, or guarantor.

## **ARTICLE VIII. MAINTENANCE, ALTERATION AND IMPROVEMENT**

A. Definition. The term "maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit, the Building, the Common Elements, or the Condominium Property in its condition as of the date of the completion of such improvements or restoration, provided any dispute over the characterization of work within the meaning of maintenance or repair shall be conclusively decided by the Board of Directors of each Association or by a mutually agreed upon vote of both Associations as described in Article XV below.

B. Maintenance by Association.

1. The Association shall maintain all Common Elements, whether limited or general, and shall make assessments therefor as a common expense except where the cost of maintenance has been specifically made the responsibility of each Unit in which case, each such Unit shall be assessed on an individual basis.

2. The Association shall repair incidental damage caused to a Unit through maintenance by the Association and shall assess the cost thereof as a common expense.

3. If a Unit Owner defaults on his/her/its responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the Owner of such Unit and such assessment shall be collectible from the Unit Owner as if it were an assessment for common expenses.

4. The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction repair, rebuilding, renovation, restoration or similar work to one or more Units and the cost thereof may, in the discretion of the Association, either be assessed against each Unit on which such costs were incurred or be assessed against all Units as common expenses according to the circumstances.

C. Maintenance by Owner.

1. Each Unit Owner at his/her/its own expense shall maintain the interior, including the boundary surfaces, of such Unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating, painting and other finishing which may at any time be necessary to Maintain his/her/its Unit, and shall be responsible for the maintenance of all personalty including, carpets, furnishings, and appliances within such Unit.

2. The Owner of each Unit shall be responsible for maintenance of any plumbing fixtures, lighting fixtures, refrigerators, dishwashers, disposals, ranges, heating, ventilation and air-conditioning equipment, located in or connected with such Unit and for its exclusive use. The Owner shall also, at his/her/its own expense, keep in a clean condition any Limited Common Area which is for the exclusive use of his/her/its Unit; and neither the Association nor the Condominium Regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the Owner in a Limited Common Area or in a Unit except for the repair specifically made the responsibility of the Association for damage caused to a Unit through its maintenance as provided in Section 2(b) of this Article. The Association agrees that the cost of any maintenance, repair and replacement to any of the General Common Elements necessary to maintain any of the foregoing items shall be paid by the Association.

3. The Unit Owner shall maintain, at his/her/its expense, any improvement or other alteration made by the Unit Owner.

4. The Owner of each Unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

D. Alteration or Improvements by Owner. No Unit Owner shall make or permit to be made any structural alteration to a Unit or to the Building or any of the Common Elements, limited or general, without first obtaining written consent of the Board of Directors of the Association, and the effect of such improvement or alteration, and the effect of such improvement or alteration on insurance of other property of the Condominium Regime, and which shall arrange with such Unit Owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a Unit the consent required by the preceding sentence shall be immediately granted upon agreement of the Unit Owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the Building or safety of the Condominium Property. Alterations to the exterior of the Building or Common Element shall not be made, if in the opinion of the Board of Directors of the Association, such alteration would have a negative impact on the integrity and

appearance of the Condominium Regime as a whole. Such Owner shall do no act or work which will impair the structural soundness or integrity of the Building or safety of the Condominium Property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of Ownership Units appurtenant to such Unit

E. Alteration or Improvements by the Association. Whenever in the judgment of the Board of Directors the Common Elements shall require addition, alterations or improvements during the fiscal year costing in the aggregate in excess of \$10,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the Ownership Units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements during the fiscal year costing in the aggregate \$10,000.00 or less may be made by the Board of Directors without approval of Unit Owners, and the cost thereof shall constitute part of the common expenses. If, in the judgment of the Board of Directors of both Associations, the Common Elements Woodland West shall require additions, alterations, or improvements during the fiscal year costing in the aggregate Twenty Thousand Dollars (\$20,000) and the making of such additions, alterations, or improvements shall have been approved by a majority vote within each of the Associations, the Property Manager shall proceed with such additions, alterations, or improvements and shall assess all Unit Owners for the cost thereof as a common charge. Any additions, alterations, or improvements during the fiscal year costing in the aggregate of Twenty Thousand Dollars (\$20,000) or less may be made by the Property Manager without approval of either of the Associations or the Unit Owners, and the cost thereof shall constitute part of the common expenses.

#### ARTICLE IX.

#### CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP USE AND ENJOYMENT

A. Subjection of the Condominium Property to Certain Provisions. The ownership, use, occupation, and enjoyment of each Unit and of the Common Elements of the Condominium Regime shall be subject to the provisions of the Bylaws and Articles of Incorporation of the Association, and this Amended and Restated Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all Units and the Owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest,

B. Use of Condominium Property. The use of the Condominium Property shall be in accordance with and subject to the following provisions:

1. A Unit shall be used or occupied for single-family dwelling purposes only.
2. An Owner has the right to decorate windows bounding his/her/its Unit. However, this right is limited to the extent that only drapes, curtains, sheers and shutters may be used, which must be lined so that they appear white from the outside of Building. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used.

3. No animals, livestock or poultry of any kind shall be raised, bred or kept in any Unit, except that no more than two (2) dogs, two (2) cats, or a combination thereof, each weighing less than 40 pounds at full growth may be kept in a Unit, provided that they are not kept, bred or maintained for any commercial purposes. No dog or cat shall be permitted outside of the Unit unless leashed and attended by the Owner. No doghouses or unattended chains shall be permitted. The Owner shall be responsible for prompt removal and disposal of all waste from his/her/its dog or cat. The Association may, by rules and regulations, as approved by both Associations pursuant to Article XV below, prohibit or further limit the raising, breeding or keeping in any Unit of any pet and may contain certain breed restrictions.

4. The Association may adopt rules and regulations for the reservation and use of recreation facilities in accordance with Article XV.

5. The right to sell, transfer, or convey any Unit may be subject to such reasonable and uniform objective standards relating to financial responsibility and/or character as may now or hereafter be adopted by both of the Associations in the form of rules and regulations adopted under Article XV. No restriction shall include a right of first refusal or similar right to the Association. No such restriction shall be based upon race, religion, sex, place of national origin, or in violation of any federal or state law.

6. Unit Owners may rent or lease his/her/its Unit without first obtaining the approval of the Board of Directors for such rental so long as the following conditions are met:

(i) All leases must be in writing.

(ii) Management of said lease must be handled either by the Unit Owner or by the Property Manager. In no instance may the Unit Owner employ a third party management agent.

(iii) The Property Manager shall establish tenant selection criteria for the Association, which criteria shall be commercially reasonable and shall be consistent with all applicable law.

(iv) All prospective renters will be subject to a criminal background check, an OFAC search and a credit check to be performed by the Property Manager, regardless of whether the Unit Owner has contracted with the Property Manager to manage the lease. True costs related to the criminal background check and credit check shall be reimbursed by the Unit Owner to the Property Manager. The approval of the prospective tenant shall use the tenant selection criteria referenced above and shall be consistently applied to all Unit Owners and their prospective tenants.

(v) The proposed lease agreement must have been previously approved by the Board of Directors for the Association and may not be materially changed after such approval.

(vi) No Unit Owner may rent or lease his/her/its Unit to a third-party for an initial lease period of less than one (1) year.

If the Unit Owner violates any of the conditions above in renting or leasing his/her/its Unit it shall be considered a violation of the terms of this Amended and Restated Declaration and such lease shall be null and void and of no further force and effect.

7. No noxious or offensive activity shall be carried on in any Unit, nor shall anything be done or be permitted to remain in any Unit which may be or become a nuisance or annoyance to Owner or tenants. Owners and/or other tenants, shall exercise extreme care not to disturb other Owners or tenants with excessive noise.

8. There shall be no obstruction of any Common Elements. Nothing shall be stored on any Common Elements (excepting those areas designated for storage of personal property by the Unit Owners) without the approval of the Association. Vehicular parking upon General Common Easements may be regulated or assigned by the Board of Directors. Repair or maintenance of automobiles in the garage or any other General Common Element is strictly prohibited.

9. Except for such signs as may be posted by the Property Manager for promotional or marketing purposes, no signs of any character which are visible from the outside of a Unit shall be erected, posted or displayed upon, from or about any Unit, unless first reviewed and approved by the Association provided, however, any holder of a first mortgage which acquires possession of a Unit by a foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a rental is entered into. Customary signs (one per Unit) advertising a Unit for sale or rental shall be allowed until such Unit is sold or a rental is entered into. Provided, however, that all parties agree that there shall be only one sign per Unit and the signs shall be erected, posted or displayed only at the entryway of the Condominium Project.

10. The halls and passageways of all Buildings shall be used only for ingress and egress.

11. No burning of any trash and no unreasonable or unsightly accumulation, (or storage) of litter, new or used materials, or trash of any other kind shall be permitted to remain in public view, but shall be deposited in the receptacles provided for that purpose.

12. No structure of a temporary character, trailer, tent, shack, boat, or other recreational vehicle shall be maintained upon any Common Elements at any time.

13. No fence shall be allowed to be constructed on the Condominium Property without prior written approval from the Board of Directors of the Association. Any fence approved by the Board of Directors of the Association shall be limited to privacy or decorative fences located around the decks or patios of the Units.

14. No Owner or other person shall install any electrical or telephone wire, television antenna, or other antenna, air-conditioning unit or other machine or device on the exterior of the Building.

15. Nothing shall be altered in, constructed in, or removed from the Common Elements, except upon written consent of the Board of Directors of the Association.

16. No activity shall be allowed which unduly interferes with the peaceful possession and use of the Property by the Unit Owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

17. Nothing shall be done or kept in any Unit or in the Common Area which will increase the rate of insurance on the Common Area, without the prior written consent of the Association. No Owner shall permit anything to be done or kept in his/her/its Unit or in the Common Area which will result in the cancellation of insurance on any Unit or any part of the Common Area, or which would be in violation of any law.

18. Agents of or contractors hired by the Association may enter any Unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the Owners as practicable.

19. A Unit Owner shall give notice to the Association of every lien against his/her/its Unit other than permitted mortgages, taxes and Association assessments, and of any suit or other proceeding which may affect the title to this Unit; within ten (10) days after the lien attaches or the Owner receives notice of such lien.

20. Unit Owners are reminded that alteration and repair of the Building is the responsibility of the Association, except for the interior of the Units. Work inside a Unit will be coordinated with the Association before proceeding. No work of any kind is to be done upon the exterior Building walls or upon interior boundary walls or doors without first obtaining the approval of the Association.

21. Each Unit occupant shall keep his/her/its Unit and balcony or patios, decks and garages to which he/she/it has sole access in a good state of presentation and cleanliness, and shall not sweep or throw or permit be swept or thrown therefrom, or from the doors, windows, balcony or patio or deck thereof, any dirt or other substance.

22. No vehicle belonging to a Unit occupant or to a member of his/her/its family or guest, tenant or employee of the Unit occupant shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the Building by another vehicle. Further, bicycles and mopeds not stored in a garage which is part of a Unit shall not be stored in Common Elements except in the parking areas designated by the Association (nor allowed or stored on a patio or deck).

23. Complaints regarding the services of the Building shall be made in writing to the Board of Directors or to the managing agent or the manager.



24. Unit Owners shall be allowed to install a satellite dish only in those designated areas as approved in writing by the Board of Directors of the Association.

C. The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the Condominium Property and such rules shall, be observed and obeyed by the Owners, their guests, and licensees. Such rules after being properly adopted shall have the same force and effect as if contained in this Declaration.

## ARTICLE X. CONDEMNATION

A. Taking by Eminent Domain. Payment for the taking of a portion of a Unit or of the Common Elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee to be held in trust for the Unit Owners and their first mortgage holders, as their interests may appear. Even though the awards may be payable to Owners, the Unit Owners shall deposit the awards with the Insurance Trustee. And, in the event of failure to do so, in the discretion of the Association, a special assessment shall be made against a defaulting Owner in the amount of his/her/its award, and the amount of such award shall be set off against the sum hereinafter made payable to such Owner. The proceeds of the award shall be distributed or used in a manner heretofore provided for insurance proceeds except that when the Condominium Regime is not to be terminated, and one or more Units are taken in part, the taking shall have the following effects:

1. If the Unit is Reduced But Tenable. If the Unit taking reduces the size of the Unit, and the remaining portion of the Unit can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in order stated, and the following changes shall be effected in the Condominium Regime:

(i) The Unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the Owner of the Unit.

(ii) The balance of the award, if any shall be distributed to the Owner of the Unit and to each mortgagee of the Unit of record, the remittance being payable jointly to the Owner of the Unit and the mortgagees.

2. Unit Made Untenable. The taking destroys or so reduces the size of the Unit that it cannot be made tenable, the awards for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Condominium Regime:

(i) The market value of such Unit immediately prior to the taking shall be paid to the Owner of the Unit and to each mortgage of the Unit of record, the remittance being payable jointly to the Owner of the Unit and the mortgagees.

(ii) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit

Owners in a manner approved by the Association; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a common expense among all remaining Units,

(iii) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner, and to condition the remaining portion of the Unit of use as part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit Owners who will continue as Co-Owners of Units after the changes in the Condominium Regime affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter 679A of the Code of Iowa.

(iv) If the amount of the award for the taking exceeds the amounts necessary to pay the market value of the condemned Unit to the Owners as provided in sub paragraph (i) above and to condition the remaining portion of the Unit for use as part of the Common Elements as provided in sub-paragraph (ii) above, the excess funds shall be payable to the Owner of the condemned Unit.

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

#### **ARTICLE XI. DESTRUCTION, CASUALTY AND REPAIRS**

A. In the event less than one-half of the Condominium Regime is damaged or destroyed by fire or other peril, it shall be deemed that both of the Associations shall have immediately voted unanimously to repair, reconstruct or rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, if any. Provided, however, if 75% or more of the Ownership Units of each Association within 20 days from such damage and destruction notify the Boards of Directors in writing, requesting a vote of the Association members concerning the question of rebuilding, repairing or reconstructing the damage or destruction, the Associations shall hold such meeting and shall commence such rebuilding, repairs or reconstruction unless Unit Owners to which at least 67% of the votes in each Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of the votes on Units subject to mortgages appertain approve in writing the termination of the Condominium Regime.

B. In the event the proceeds of insurance are not sufficient to repair damage or if destruction is caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged Common Elements shall be accomplished promptly by the Association at its common expense and the repair or reconstruction of any Unit may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Declaration and by the Bylaws of the Association.

C. In the event that one-half (1/2) or more of the Condominium Regime is substantially damaged or destroyed by fire or other casualty, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct or rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, unless Unit Owners to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of the votes on Units subject to mortgages appertain approve in writing not to proceed with repair or reconstruction. In that event, the Condominium Regime shall be deemed to be owned in common by all of the Unit Owners in the same proportions as that previously established for ownership of appurtenant undivided interests in the Common Elements, and the Condominium Regime shall be subject to an action for partition at the suit of any Owner of any Unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among all of the Unit Owners as herein provided, after first paying out of the share of the Owner of any Unit, to the extent such share is sufficient for the purpose, all liens upon such Unit.

D. In addition to the limitation on termination of the Condominium Regime set forth above in the event of substantial loss to the Units and/or Common Elements of the Condominium Property, unless the Unit Owners to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 67% of the votes on Units subject to mortgages appertain have given their prior written approval, the Association may not:

1. Change the pro-rata interest or obligations of any Unit in order to:
  - (i) levy assessments or charges;
  - (ii) allocate distribution of hazard insurance proceeds or condemnation awards; and
  - (iii) determine the pro-rata share of ownership of each Unit in the Common Elements; or
2. Partition or subordinate any Unit; or
3. Seek to abandon, partition, subdivide, encumber, sell, or transfer the Common Elements by act or omission (the granting of easements for public utilities or other public purposes consistent with the intended use of the Common Elements by the Condominium. Property not being a transfer within the meaning of this clause); or
4. Use hazard insurance proceeds for losses to any Condominium Property (whether Units or Common Elements) for other than the repair, replacement, or reconstruction of the Condominium Property.

**ARTICLE XII.  
INSURANCE AND FIDELITY BONDS**

A. The Associations shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Property Insurance"):

1. Insurance on the Condominium Property in an amount equal to full replacement value of the Condominium Property (as determined annually by the Association) and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. "Condominium Property" for the purpose of this Article XII shall include all property, real personal, or mixed submitted to the Condominium Regime other than personal property of any Owner, and includes specifically, without limitation, the General and Limited Common Elements (except land, foundation, excavation, and other items normally excluded from coverage), building service equipment and supplies, and other common personal property belonging to the Association. In addition, any fixtures, equipment or other personal property within the Unit which are to be financed by a mortgage to be purchased by FNMA or FHLMC (whether or not such property is a part of the Common Elements) shall be covered by such insurance. Such coverage shall afford protection against, at least, the following:

(i) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;

(ii) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, and as is commonly required by prudent institutional mortgage investors in the area, including, but not limited to, as applicable and available, vandalism, malicious mischief agreed amount, demolition cost, increased cost of construction, elevator, boiler and machinery explosion or damage, and any other perils normally covered by the standard "all risk" endorsement when available, and such other insurance as the Association may from time to time determine; and

2. Comprehensive general liability insurance coverage covering all of the Common Elements, commercial space owned and leased by the Association, and public ways of the Condominium Property. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use, however, such coverage shall be for at least \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without Limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Common Elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be cancelled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on any Unit which is listed as a scheduled holder of a first mortgage in the insurance policy. FNMA and FHLMC may also require such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location, and use including, but not limited to, host liquor liability, workers' compensation, and employers liability insurance, contractual and all-written contract

insurance, bailee's liability insurance. FHLMC may require that a certificate of the liability policy be provided to the seller/servicer of the mortgage owned by FHLMC, with the seller/servicer to be named as the certificate holder, and showing the information required under Section 6410 on the FHLMC Seller/Servicer Guide; and

3. Workers' compensation insurance to the extent necessary to comply with any applicable law; and

4. Non-conforming structure endorsement to the extent necessary, and

5. Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.

B. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association against Owners of each of the Units. The premiums attributable to coverage on the Units and the Common Elements shall be apportioned among the Units. Each Owner shall prepay to the Association at the time a Unit is conveyed to such Owner an amount equal to twelve (12) monthly insurance assessments and shall maintain such prepayment account at all times. Deductibles may not exceed the lower of \$10,000.00 or 1% of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated. The insurer's minimum liability per accident under boiler and machinery coverage must equal the insurable value of the Building housing such boiler or machinery or \$2,000,000.00, whichever is less.

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

D. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by Unit Owners or their mortgagees.

E. Each Unit Owner may obtain additional insurance at his/her/its own expense upon his/her/its Unit provided that no Owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force.

F. All policies shall provide that such policies may not be cancelled or substantially modified without at least ten (10) days' prior written notice to any and all insureds named thereon, including the Association and any and all mortgagees of the Units.

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

1. All policies shall name as insured Woodland West Associates, NEF Assignment Corporation, as nominee limited partner ("NEFAC"), MS Shared Investment Fund I LLC ("MS Shared,"), and each of the Associations for the use and benefit of the individual Unit Owners, and include Woodland West Associates, NEF Assignment Corporation, as

nominee limited partner ("NEFAC"), MS Shared Investment Fund I LLC ("MS Shared,") and each of the Associations as an additional insured. Such policies shall be written with a company or companies licensed to do business in the State of Iowa and meet the qualification requirements of a AM Best Rating of A-VI.

2. Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to the Insurance Trustee's successor. All proceeds from an insured loss under such policy shall be held in trust for the use and benefit of the Association and all of the Unit Owners and their respective first mortgagees as interest may appear. Each Unit Owner and each Unit Owner's first mortgage; if any shall be beneficiaries of such policies according to the respective Unit's undivided ownership interest in the Common Elements. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and Bylaws.

3. In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual Unit Owner purchased as herein permitted by such Owner or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.

4. All policies shall provide that such policies may not be cancelled or substantially modified without at least 10 days' prior written notice to any and all insureds named thereon, including the Association and all mortgagees of the Units. Policies are unacceptable where:

(i) Under the terms of the insurance carrier's charter, by-laws, or policy, contributions, or assessments may be made against borrowers, FNMA, FHLMC, or the designee of FNMA, or FHLMC, or if made against any other party could become a lien on the mortgaged property superior to the outstanding liens; or

(ii) By the terms of the carrier's charter, by-laws, or policy, loss payments are contingent upon action by the carrier's board of directors, policyholders, or members; or

(iii) The policy includes any limiting clauses (other than insurance conditions) which could prevent FNMA, FHLMC, or the borrowers from collecting insurance proceeds.

5. All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to erect or restore

damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration and the Bylaws.

6. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, their agents and employees, the respective Unit Owners, their residence employees and agents. Independent contractors shall not be considered agents, employees or servants of the Association or of the respective Unit Owners within the meaning of said waiver.

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

(i) By any actor neglect of any occupants or Owners of the Building when such act or neglect is not within the control of the Unit Owners collectively; or

(ii) By failure of the Unit Owners collectively to comply with any warranty or condition with regard to any portion of the premises over which the Unit Owners collectively have no control.

8. The Owner of any Unit in the B& C Condominium Property (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvement and betterments to the Unit made or acquired at the expense of the Owner) at his/her/its own expense. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Article or, if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provisions as set forth in Section 9(f) of this Article. The Property Manager recommends that each Owner of a Unit in the Condominium Property obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Policy," or equivalent, to insure against loss or damage to personal property, including but not limited to decorated surfaces of walls, floor coverings, plumbing and electrical fixtures, non-load bearing walls and appliances used or incidental to the occupancy of the Unit, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium Unit owner's endorsement" covering losses to improvements and betterments to the Unit made or acquired at the expense of the Owner. On the Partnership Property the Owner must obtain insurance to cover all the improvements and benefits of all the Units located therein in one policy pursuant to the requirements listed above.

9. Certificate of insurance shall be issued to each Unit Owner and mortgagee upon request, in a form acceptable to the mortgagee. Specimen policies shall be provided to any mortgagee upon request

10. Casualty policies shall contain the standard mortgagee clause (without contribution) as is commonly accepted by private institutional mortgage lenders in the area and which appropriately names FNMA and FHLMC as such corporations are

holders of first mortgages on Units within the Condominium Regime. If AMC owns the first mortgage on a Unit, the seller/servicer of the mortgage and its successors and assigns shall be named as the mortgagee on the mortgage clause.

11. Casualty policies shall also include an "Agreed Amount Endorsement" and, if available, an "Inflation Guard Endorsement."

H. Blanket fidelity bonds shall 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. Where the management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event 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 of the bonds 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 bonds required herein, 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 non-payment of premium) without at least ten days' prior written notice to the Association or Insurance Trustee. The Federal National Mortgage Association also requires, as a condition to approval of condominium projects, that such bonds provide that the FNMA servicers, on behalf of FNMA, also receive such notice of cancellation or modification.

### ARTICLE XIII. AMENDMENTS

A. Procedure. Except as otherwise provided in this Declaration in Article XI pertaining to amendment to this Amended and Restated Declaration or termination of the Condominium Regime as a result of destruction damage or condemnation, this Amended and Restated Declaration may be amended and such amendment shall be made in the following manner:

1. The consent in writing of Unit Owners to which at least 67% of the votes in each of the Associations are allocated and the approval of the eligible holders of first mortgages on Units to which at least 67% of the votes of Units subject to mortgages appertain shall be required along with the unanimous vote of both Associations pursuant to the terms of Article XV below to terminate the Condominium Regime.

2. In the case of all other amendments to this Amended and Restated Declaration by written agreement of the Unit Owners to which at least 51% of the votes in the respective Association are allocated, along with the unanimous vote of both Associations pursuant to the terms of Article XV below.



B. Effectiveness. Upon its recordation with the County Recorder by the president or other officer appointed for that purpose, an amendment adopted in the manner specified in paragraph 1 of this Article shall be effective against any persons having an interest in a Unit or the Condominium Regime regardless of whether said person had such interest at the time said amendment was adopted in accordance with paragraph 1 of this Article.

C. Ownership Units. No amendment shall change the number of Ownership Units appurtenant to a Unit, or the share of the Common Elements appurtenant to it nor increase the Owner's share of the common expense, unless the record Owner of the Unit concerned and all record Owners of mortgages thereon shall affirmatively join in the adoption of such amendment. No amendment shall change or effect the provisions of this paragraph 3 of this Article.

#### **ARTICLE XIV. REAL ESTATE TAXES**

A. Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed and levied against each Unit Owner for his/her/its Unit and his/her/its corresponding fractional ownership interest in the Common Elements, as provided in the Horizontal Property Act. In the event that any such taxes or assessments for any year are not separately assessed and levied against each Unit Owner, but rather are assessed or levied against the Condominium Property as a whole, then each Unit Owner shall pay his/her/its proportionate share thereof in accordance with his/her/its respective fractional ownership interest in the Common Elements, and in such event, such taxes or assessments shall be a common expense. Without limiting the authority of the Property Manager provided for elsewhere herein, the Property Manager shall have the authority to collect from the Unit Owners their proportionate share of such taxes or assessments for any year in which taxes are assessed or levied against the Condominium Property as a whole, in the same manner as collection for assessments for common expenses.

#### **ARTICLE XV. OPERATION AND JOINT USE OF CONDOMINIUM PROPERTY BETWEEN THE ASSOCIATIONS**

A. Common Elements Condominium Property. A&D Condominium Association and B&C Condominium Association hereby acknowledge and agree that it is to the benefit of both parties that certain amenities be shared by the entire Condominium Property. These Common Elements Condominium Property include, but are not limited to, the following:

1. Pool located on the Condominium Property and any other recreational facilities on the Condominium Property.
2. The Land and any green space located adjacent to any Building which is not a Limited Common Element of any Unit Owner.
3. All driveways, parking areas and sidewalks.
4. All structural portions of garages which are not considered part of the Limited Common Elements of any Unit Owner.

5. All improvements related to storm water runoff and all storm sewers.

6. Any other General Common Elements not found in any Building located on the Condominium Property which, in the Property Manager's reasonable opinion, is not a part of the Common Elements A&D or Common Elements B&C.

B. Common Expenses – Woodland West. A&D Condominium Association and B&C Condominium Association hereby acknowledge and agree that it is to the benefit of both parties that the Common Expenses Woodland West be shared by all Unit Owners in the manner set forth below:

1. Any capital repairs for the Common Elements Condominium Property shall be split equally (50/50) between the A&D Condominium Association and the B&C Condominium Association. If such capital repair is: (i) deemed to be an "urgent need," in the Property Manager's reasonable discretion; and (ii) is less than \$20,000, then such capital repair can be done without a vote of the Associations. Otherwise, such capital repair shall be by a vote of both Associations in the manner set forth below.

2. Subject to Article V.G. reasonable management fees charged by the Property Manager for their management of the entire Condominium Property, unless such fees can be reasonably separated and assessed to solely one Association or directly to any of the Unit Owners.

3. Any other common area charges that cannot be separated to solely one Association, e.g., lawn service, snow removal, trash disposal, shall be paid for on a per-Unit basis shared equally between the two Associations.

4. All Common Expenses Woodland West shall be delivered to the Property Manager which shall then provide copies of such invoices, along with the share of such costs to be paid be each of the Associations. Both Associations agree that should they receive any invoices for expenses they believe to be Common Expenses Woodland West they shall deliver them to the Property Manager within ten (10) days of their receipt of such invoices.

C. Joint Decisions by Both Associations. A&D Condominium Association and B&C Condominium Association hereby acknowledge and agree that it is to the benefit of both parties that certain decisions not be made without the consent of both Associations. Except as spelled out in Article XV, Paragraph F below, such consent shall only be achieved when the Board of Directors A&D and the Board of Directors B&C are empowered by their respective Association pursuant to the terms contained in the Bylaws of said Association to consent to the following decisions:

1. The termination or hiring of a Property Manager to manage the Condominium Property; provided, however, both Associations acknowledge and agree that the initial Property Manager shall be Newbury Management Company.

2. Any capital repair of the Common Elements Condominium Property which is either: (i) not an "urgent need" in the Property Manager's reasonable discretion; or (ii) is more than \$20,000.

3. The approval of the budget as it relates to fees to be charged to both Associations and any special assessments to be shared by both Associations; provided, however, that both Associations acknowledge and agree that the schedule of dues, fees, and budget attached hereto as Exhibit I is hereby approved as of the date hereof.

4. Any amendment to this Amended and Restated Declaration pursuant to Article XIII herein.

5. The adoption or amendment of any rules and regulations pertaining to the Units.

D. Cross Access and Joint Use.

1. Grant of Access Easement to B&C Condominium Association. A&D Condominium Association, for itself and its successors and assigns as owner of the Partnership Property, hereby grants to B&C Condominium Association and its successors and assigns, for the benefit of the B&C Condominium Property and the occupants of the B&C Condominium Property, a perpetual, non-exclusive easement for vehicular and pedestrian ingress and egress over and across the Partnership Property. This easement is subject to A&D Condominium Association's right to install, repair and replace underground cables and utilities connections in the below-grade area of the Partnership Property for the benefit of the Partnership Property, so long as the Partnership Property is restored to the condition it was prior so such installation, repair and replacement as soon as reasonably possible after such action and the Partnership Property is not blocked for unreasonable amount of time. A&D Condominium Association may also install landscaping and other surface improvements that do not interfere with the vehicular and pedestrian ingress and egress.

2. Grant of Access Easement to A&D Condominium Association. B&C Condominium Association, for itself and its successors and assigns as owner of the B&C Condominium Property, hereby grants to the owner of the Partnership Property and its successors and assigns, for the benefit of the Partnership Property and the occupants of the Partnership Property, perpetual, non-exclusive easements for vehicular and pedestrian ingress and egress over and across the B&C Condominium Property. This easement is subject to B&C Condominium Association's right to install, repair and replace underground cable and utility connections in the below-grade of the B&C Condominium Property for the benefit of the B&C Condominium Property, so long as the B&C Condominium Property is restored to the condition it was prior so such installation, repair and replacement as soon as reasonable possible after such action and the B&C Condominium Property is not blocked for unreasonable amount of time. B&C Condominium Association may also install landscaping and other surface improvements that do not interfere with the vehicular and pedestrian ingress and egress.

3. Maintenance of Easement Area.

(i) A&D Condominium Association will maintain easement areas on the Partnership Property in a good and safe condition, said maintenance obligation will include, but not be limited to, (a) maintaining all paved surfaces and curbs, (b) removing ice, snow and other debris as necessary, and (c) repairing and replacing equipment as reasonably necessary. B&C Condominium Association will maintain the easement areas on the B&C Condominium Property in a good and safe condition, said maintenance obligation will include, but not be limited to, (a) maintaining all paved surfaces and curbs, and (b) removing ice, snow and other debris as necessary, and repairing and replacing equipment, as reasonably necessary.

(ii) If either party fails to maintain the easement area on its property as required hereunder for a period of ten (10) days after notice thereof is given (or immediately in the event of an emergency), then the non-defaulting owner shall have the right, at its option, to perform such maintenance. The defaulting party shall reimburse to non-defaulting party all costs incurred by the non-defaulting owner in performing such maintenance. If the defaulting party fails to make such payment within thirty (30) days after demand, interest shall accrue on such unpaid amount from the date due until paid at the highest rate permitted by law.

4. Easements Runs With the Land. The easements granted hereby run with the land and binds and benefits the parties hereto and their successors and assigns.

5. Temporary Construction Easements. Both Associations hereby grant and convey to each other, subject to the terms and conditions of this Amended and Restated Declaration, temporary construction easements (the "**Temporary Easements**") across portions of the Condominium Property for the purpose of allowing the Property Manager and its contractors to perform the work described in Exhibit J attached hereto and incorporated herein by reference, and related activities in connection therewith.

6. Term. The term of the Temporary Easements with respect to the Condominium Property shall begin on the Effective Date and shall end on the date the construction is complete; provided, however, such work shall be complete two (2) years after the Effective Date.

E. Association Dues. A&D Condominium Association and B&C Condominium Association shall, through their respective Boards of Directors, set their Association Dues. The initial Association dues for calendar year 2011 are set forth in Exhibit K. Each Association may change its dues without the approval of the other Association only as far as such revision does not impact the costs or expenses of said other Association. The costs and expenses to be charged to both Associations are set forth in Article XV of this Amended and Restated Declaration.

F. Impasse Between Associations. The parties agree that should a decision which requires the consent of both Associations pursuant to Article XV, Paragraph C above not be agreed to by both Associations then a written notice shall be delivered by the Board of Directors

for the A&D Condominium Association to the Board of Directors of the B&C Condominium Association stating that unless an agreement is reached within thirty (30) days of the B&C Condominium Association's receipt of such notice, then, and only then, an impasse has been reached. Upon reaching an impasse the Associations agree that:

(i) All matters and capital expenditures related to the pool located on the Condominium Property and any other recreational facilities on the Condominium Property shall be decided by the B&C Condominium Association.

(ii) All matters related to selection and oversight of grounds, snow removal, and trash vendors shall be decided by the A&D Association.

(iii) All matters related to the capital expenditures needed for the lawn/ground that would be considered "urgent" or "necessary" shall be decided by the A&D Association.

(iv) All matters related to capital expenditures needed for the lawn/ground that would be considered "aesthetic" or "optional" shall be decided by the B&C Association.

(v) All matters related to capital expenditures related to parking lot, all parking garages, and utility infrastructure shall be decided by the A&D Association.

The A&D Condominium Association hereby agrees that the B&C Condominium Association shall at all times, after the initial three (3) period, have the right to hire their own Property Manager for the B&C Condominium Association, adopt or amend any rules and regulations pertaining solely to the B&C Condominium Property or to the Units found thereon, and establish and amend the tenant selection criteria for the B&C Condominium Association without the consent of the A&D Condominium Association if such an impasse is declared.

#### **ARTICLE XVI. MISCELLANEOUS**

A. Plural and Gender. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

B. Successors, Grantees and Assigns. Reference to the Property Manager, an Owner, any Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.

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

D. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this Amended and Restated Declaration; provided that, wherever specifically provided, modification of certain Exhibits shall not be deemed an amendment of this Amended and Restated Declaration.

E. Governing Law. This Amended and Restated Declaration and the Bylaws for each association created hereunder shall be construed and controlled by and under the laws of the State of Iowa. A violation of either this Amended and Restated Declaration or the Bylaws for each association created hereunder shall be deemed a violation also of the other.

F. Recitals. All Recitals are deemed to be a part of this Amended and Restated Declaration and are incorporated in full by this reference.

G. Other Definitions. Certain other terms are defined in various places in this Amended and Restated Declaration and to the extent not defined, the definitions contained in the Horizontal Property Act Section 449B of the Code of Iowa shall control.

**SIGNATURE PAGE OF THIS AMENDED AND RESTATED  
DECLARATION FOLLOWS**

**SIGNATURE PAGE OF THIS AMENDED AND RESTATED  
DECLARATION FOR WOODLAND WEST CONDOMINIUMS**

**IN WITNESS WHEREOF**, the undersigned has executed this Amended and Restated Declaration as of the day and year first above written.

NEWBURY MANAGEMENT COMPANY

By: Frank Levy  
Its: PRESIDENT

STATE OF Iowa )  
COUNTY OF Polk ) ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2011, by Frank Levy, the President of Newbury Management Company, an Iowa corporation on behalf of the Association.

Rebecca Krouch  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Stuart Ruddy  
Faegre & Benson LLP  
801 Grand Avenue, Suite 3100  
Des Moines, IA 50309-8002





**SIGNATURE PAGE OF DECLARATION FOR  
WOODLAND WEST A & D CONDOMINIUMS**

**IN WITNESS WHEREOF**, the undersigned has executed this Declaration as of the day  
and year first above written.

WOODLAND WEST ASSOCIATES LP  
By Newbury Woodland West, LLC, its General  
Partner

By: *Frank Levy*  
Name: FRANK LEVY  
Its: MANAGING MEMBER

STATE OF Iowa )  
                              ) ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2011,  
by Frank Levy the Sole Member of Newbury Woodland West, LLC, which is the General  
Partner of Woodland West Associates LP, an Iowa limited liability limited partnership on behalf  
of the partnership.

*Rebecca Krouch*  
Notary Public

THIS INSTRUMENT WAS DRAFTED BY:

Stuart Ruddy  
Faegre & Benson LLP  
801 Grand Avenue, Suite 3100  
Des Moines, IA 50309-8002



OWNER  
UNIT # 44

Kyle Yencer Vice President  
Name: Kyle Yencer for Community State Bank, N.A.

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4th day of January, 2011,  
by Kyle Yencer, Vice President, the Owner of Unit # 44.



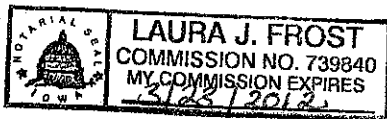
Laura J. Frost  
Notary Public

OWNER  
UNIT # 70

Kyle Yencer Vice President  
Name: Kyle Yencer for Community State Bank, N.A.

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4th day of January, 2011,  
by Kyle Yencer, Vice President, the Owner of Unit # 70.



Laura J. Frost  
Notary Public

OWNER UNIT # 48  
[Signature]  
Name: Tara M Bigner

STATE OF Iowa )  
                              )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> February day of ~~January~~, 2011,  
by Tara Bigner, the Owner of Unit # 48.

[Signature]  
Notary Public



OWNER UNIT # 56

[Signature]  
Name: Alicia Gutierrez

STATE OF Iowa )  
                              )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> February day of ~~January~~, 2011,  
by Alicia Gutierrez, the Owner of Unit # 56.

[Signature]  
Notary Public



OWNER  
UNIT # 57

Name: Jeff Winslow  
Jeff Winslow

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2011,  
by Jeffrey Winslow, the Owner of Unit # 57.

Rebecca Krouch  
Notary Public



OWNER  
UNIT # 54

Name: Rhonda Moll  
Rhonda Moll

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2011,  
by Rhonda Moll, the Owner of Unit # 54.

Rebecca Krouch  
Notary Public



OWNER  
UNIT # 38

For Northwest Bank:

Name: Donna B. Nickerson, Pres

STATE OF Iowa )  
COUNTY OF Polk )ss.

The foregoing instrument was acknowledged before me this 4 day of <sup>February</sup>~~January~~, 2011,  
by Northwest Bank - Don Nickerson, the Owner of Unit # 38.  
President



Amanda Mueller  
Notary Public

OWNER  
UNIT # 32B

Nedžad Beslogić  
Name: Nedžad Beslogić

STATE OF Iowa )  
COUNTY OF Polk )ss.

The foregoing instrument was acknowledged before me this ~~30<sup>th</sup>~~<sup>4<sup>th</sup></sup> day of <sup>February</sup>~~January~~, 2011,  
by Nedžad Beslogić, the Owner of Unit # 32B



Angela Powers  
Notary Public

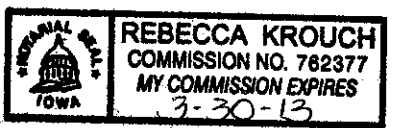
OWNER  
UNIT # 37

Kindra Davis  
Name: Kindra Davis

STATE OF Iowa )  
COUNTY OF Polk )ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2011,  
by Kindra Davis, the Owner of Unit # 37.

Rebecca Krouch  
Notary Public



OWNER  
UNIT # 63

Ira Henderson  
Name: Ira Henderson

STATE OF Iowa )  
COUNTY OF Polk )ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of February, 2011,  
by Ira Henderson, the Owner of Unit # 63.

Angela Powers  
Notary Public



OWNER

UNIT # 26

[Signature]  
Name: David Laxton

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of ~~January~~ <sup>February</sup>, 2011,  
by David Laxton, the Owner of Unit # 26.

[Signature]  
Notary Public



OWNER

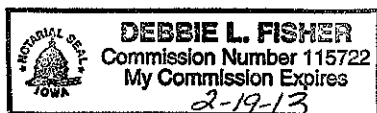
UNIT # 51

[Signature]  
Name: Paul Heinen

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of ~~January~~ <sup>FEBRUARY</sup>, 2011,  
by Paul Heinen, the Owner of Unit # 51.

[Signature]  
Notary Public



**SIGNATURE PAGE OF DECLARATION FOR  
WOODLAND WEST B&C CONDOMINIUMS**

IN WITNESS WHEREOF, the undersigned have executed this Declaration as of the day and year first above written.

OWNER RICKY BOGGESS  
UNIT # 50

Name: *Rick Boggess*

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of ~~January~~ <sup>February</sup>, 2011,  
by Ricky Boggess, the Owner of Unit # 50.



*Angela Powers*  
Notary Public

OWNER  
UNIT # 36

Name: *Deborah O'Neil*

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 3<sup>rd</sup> day of ~~January~~ <sup>February</sup>, 2011,  
by Deborah O'Neil, the Owner of Unit # 36.



*Angela Powers*  
Notary Public



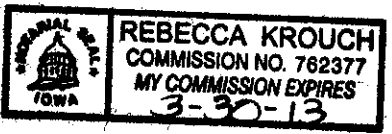
OWNER  
UNIT # 40

Samir Dogic  
Name: Samir Dogic

STATE OF IOWA )  
COUNTY OF POLK )ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of ~~January~~ February, 2011,  
by Samir Dogic, the Owner of Unit # 40.

Rebecca Krouch  
Notary Public



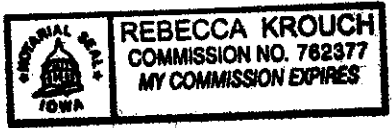
OWNER  
UNIT # 29

Angelene J Stream  
Name: Angelene J Stream

STATE OF Iowa )  
COUNTY OF Polk )ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of ~~January~~ February, 2011,  
by Angelene J Stream, the Owner of Unit # 29.

Rebecca Krouch  
Notary Public



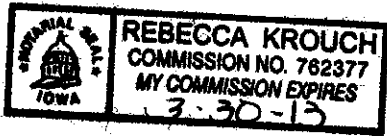
OWNER  
UNIT # B33

Pamala R. Reinke  
Name: Pamala R Reinke

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> February ~~33~~ day of ~~January~~, 2011,  
by Pamala R. Reinke, the Owner of Unit # B33

Rebecca Krouch  
Notary Public



OWNER  
UNIT # 66  
Brandon Corrigan  
Name: Brandon Corrigan

STATE OF Iowa )  
 )ss.  
COUNTY OF Polk )

The foregoing instrument was acknowledged before me this 4<sup>th</sup> February day of ~~January~~, 2011,  
by Brandon Corrigan, the Owner of Unit # 66.

Rebecca Krouch  
Notary Public



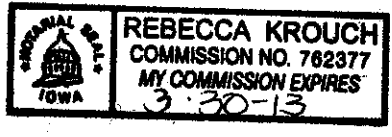
OWNER  
UNIT # 60

Angie Frank  
Name: Angie Frank

STATE OF Iowa )  
COUNTY OF Polk )ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of ~~January~~ February, 2011,  
by Angie Frank, the Owner of Unit # 60,

Rebecca Krouch  
Notary Public



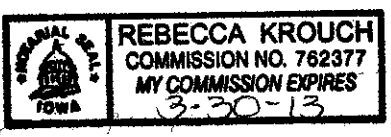
OWNER  
UNIT # 27

IRMA NUÑEZ  
Name: ~~Irma Nunez~~

STATE OF Iowa )  
COUNTY OF Polk )ss.

The foregoing instrument was acknowledged before me this 4<sup>th</sup> day of ~~January~~ February, 2011,  
by Irma Nunez, the Owner of Unit # 27.

Rebecca Krouch  
Notary Public



**EXHIBIT A  
TO DECLARATION  
WOODLAND WEST CONDOMINIUMS**

**NEWBURY PROPERTY**

**UNITS 25, 30, 31, 35, 39, 41, 42, 43, 44, 45, 46, 47, 52, 61, 67, 68, 69 AND 70, IN WOODLAND WEST CONDOMINIUMS, A HORIZONTAL PROPERTY REGIME (CONDOMINIUM) NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; TOGETHER WITH THE UNDIVIDED FRACTIONAL OWNERSHIP INTERESTS IN THE GENERAL AND LIMITED COMMON ELEMENTS APPURTENANT TO SUCH UNITS AS SET FORTH IN THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME RECORDED IN BOOK 12066 PAGE 780, AS AMENDED, AND LOCATED UPON THE REAL ESTATE DESCRIBED IN SAID DECLARATION OF SUBMISSION, AND ANY AMENDMENTS THERETO.**

**EXHIBIT A-1  
TO DECLARATION  
WOODLAND WEST CONDOMINIUMS**

**PARTNERSHIP PROPERTY**

**UNITS 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95 AND 96 IN WOODLAND WEST CONDOMINIUMS, A HORIZONTAL PROPERTY REGIME (CONDOMINIUM) NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; TOGETHER WITH THE UNDIVIDED FRACTIONAL OWNERSHIP INTERESTS IN THE GENERAL AND LIMITED COMMON ELEMENTS APPURTENANT TO SUCH UNITS AS SET FORTH IN THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME RECORDED IN BOOK 12066 PAGE 780, AS AMENDED, AND LOCATED UPON THE REAL ESTATE DESCRIBED IN SAID DECLARATION OF SUBMISSION, AND ANY AMENDMENTS THERETO.**

**EXHIBIT A-2  
TO DECLARATION  
OF THE WOODLAND WEST A & D CONDOMINIUMS**

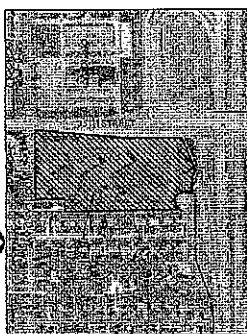
**OWNER OCCUPIED PROPERTY**

**UNITS 26, 27, 28, 29, 32, 33, 34, 36, 37, 38, 40, 48, 49, 50, 51, 53, 54, 55, 56, 57, 58, 59, 60, 62, 63, 64, 65, 66, 71 AND 72 IN WOODLAND WEST CONDOMINIUMS, A HORIZONTAL PROPERTY REGIME (CONDOMINIUM) NOW INCLUDED IN AND FORMING A PART OF THE CITY OF WEST DES MOINES, POLK COUNTY, IOWA; TOGETHER WITH THE UNDIVIDED FRACTIONAL OWNERSHIP INTERESTS IN THE GENERAL AND LIMITED COMMON ELEMENTS APPURTENANT TO SUCH UNITS AS SET FORTH IN THE DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME RECORDED IN BOOK 12066 PAGE 780, AS AMENDED, AND LOCATED UPON THE REAL ESTATE DESCRIBED IN SAID DECLARATION OF SUBMISSION, AND ANY AMENDMENTS THERETO.**

**EXHIBIT B TO DECLARATION  
WOODLAND WEST CONDOMINIUMS**

**SITE PLAN**

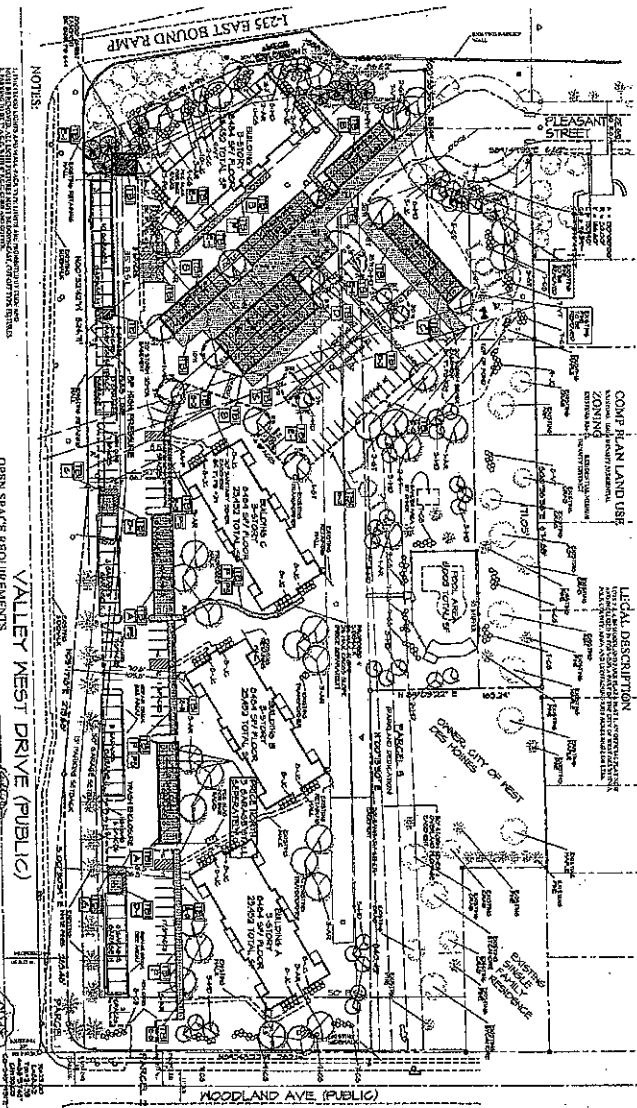
**DEVELOPER / SITE PLAN**  
**WOODLAND WEST**  
**CONDOMINIUMS**  
**3405 WOODLAND AVENUE**



**VICINITY SKETCH**



**NOTES:**  
 1. THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF WEST VALLEY.  
 2. THE CITY OF WEST VALLEY RESERVES THE RIGHT TO MODIFY OR REVOKE THIS SITE PLAN AT ANY TIME WITHOUT NOTICE.  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY.  
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY.  
 5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY.



**NOTES:**

1. THIS SITE PLAN IS A PRELIMINARY DESIGN AND IS SUBJECT TO THE APPROVAL OF THE CITY OF WEST VALLEY.  
 2. THE CITY OF WEST VALLEY RESERVES THE RIGHT TO MODIFY OR REVOKE THIS SITE PLAN AT ANY TIME WITHOUT NOTICE.  
 3. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY.  
 4. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY.  
 5. THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY.

**OPEN SPACE REQUIREMENTS**

1. THE DEVELOPER SHALL PROVIDE OPEN SPACE AS SHOWN ON THIS SITE PLAN.  
 2. THE OPEN SPACE SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.  
 3. THE OPEN SPACE SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.

**LANDSCAPE REQUIREMENTS**

1. THE DEVELOPER SHALL PROVIDE LANDSCAPE AS SHOWN ON THIS SITE PLAN.  
 2. THE LANDSCAPE SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.  
 3. THE LANDSCAPE SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.

**PARKING PROVIDED**

1. THE DEVELOPER SHALL PROVIDE PARKING AS SHOWN ON THIS SITE PLAN.  
 2. THE PARKING SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.  
 3. THE PARKING SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.

**SETBACKS**

1. THE DEVELOPER SHALL PROVIDE SETBACKS AS SHOWN ON THIS SITE PLAN.  
 2. THE SETBACKS SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.  
 3. THE SETBACKS SHALL BE MAINTAINED AND KEPT OPEN AT ALL TIMES.

**PLANT SCHEDULE**

PLANT	QUANTITY	PLANT	QUANTITY
1. 12" CAL. OAK	15	1. 12" CAL. OAK	15
2. 12" CAL. OAK	15	2. 12" CAL. OAK	15
3. 12" CAL. OAK	15	3. 12" CAL. OAK	15
4. 12" CAL. OAK	15	4. 12" CAL. OAK	15
5. 12" CAL. OAK	15	5. 12" CAL. OAK	15
6. 12" CAL. OAK	15	6. 12" CAL. OAK	15
7. 12" CAL. OAK	15	7. 12" CAL. OAK	15
8. 12" CAL. OAK	15	8. 12" CAL. OAK	15
9. 12" CAL. OAK	15	9. 12" CAL. OAK	15
10. 12" CAL. OAK	15	10. 12" CAL. OAK	15
11. 12" CAL. OAK	15	11. 12" CAL. OAK	15
12. 12" CAL. OAK	15	12. 12" CAL. OAK	15
13. 12" CAL. OAK	15	13. 12" CAL. OAK	15
14. 12" CAL. OAK	15	14. 12" CAL. OAK	15
15. 12" CAL. OAK	15	15. 12" CAL. OAK	15
16. 12" CAL. OAK	15	16. 12" CAL. OAK	15
17. 12" CAL. OAK	15	17. 12" CAL. OAK	15
18. 12" CAL. OAK	15	18. 12" CAL. OAK	15
19. 12" CAL. OAK	15	19. 12" CAL. OAK	15
20. 12" CAL. OAK	15	20. 12" CAL. OAK	15
21. 12" CAL. OAK	15	21. 12" CAL. OAK	15
22. 12" CAL. OAK	15	22. 12" CAL. OAK	15
23. 12" CAL. OAK	15	23. 12" CAL. OAK	15
24. 12" CAL. OAK	15	24. 12" CAL. OAK	15
25. 12" CAL. OAK	15	25. 12" CAL. OAK	15
26. 12" CAL. OAK	15	26. 12" CAL. OAK	15
27. 12" CAL. OAK	15	27. 12" CAL. OAK	15
28. 12" CAL. OAK	15	28. 12" CAL. OAK	15
29. 12" CAL. OAK	15	29. 12" CAL. OAK	15
30. 12" CAL. OAK	15	30. 12" CAL. OAK	15

**LEGAL DESCRIPTION**  
 THE PROPERTY DESCRIBED IN THIS SITE PLAN IS THE PROPERTY OF THE DEVELOPER AND IS SUBJECT TO THE APPROVAL OF THE CITY OF WEST VALLEY.  
 THE CITY OF WEST VALLEY RESERVES THE RIGHT TO MODIFY OR REVOKE THIS SITE PLAN AT ANY TIME WITHOUT NOTICE.  
 THE DEVELOPER SHALL BE RESPONSIBLE FOR OBTAINING ALL NECESSARY PERMITS AND APPROVALS FROM THE CITY OF WEST VALLEY.

**CERTIFICATION**

I, the undersigned, certify that the information furnished in this site plan is true and correct to the best of my knowledge and belief, and that I am a duly licensed professional engineer or architect in the State of Illinois.

DATE: \_\_\_\_\_

SIGNATURE: \_\_\_\_\_

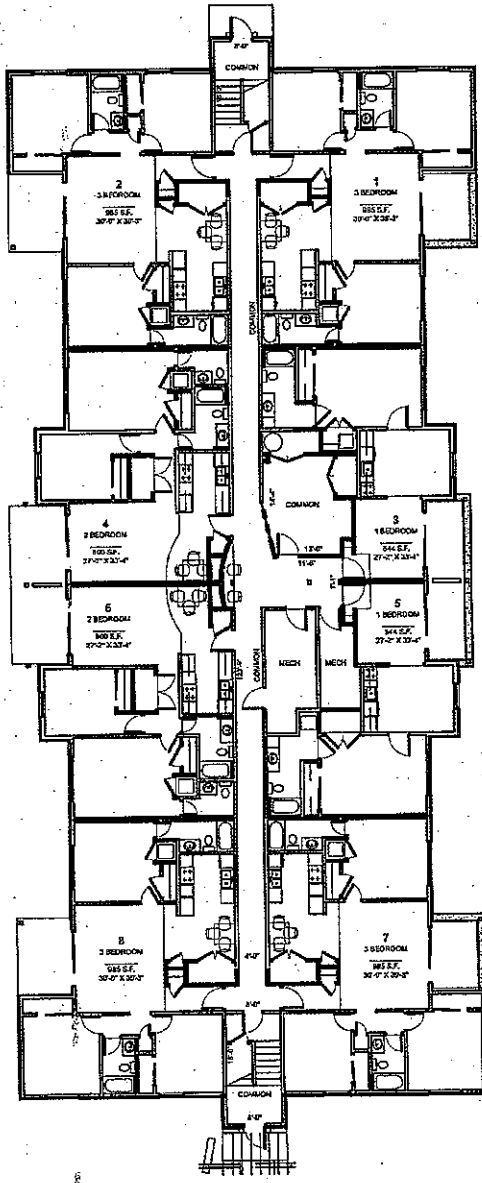
TITLE: \_\_\_\_\_

**LEGEND**

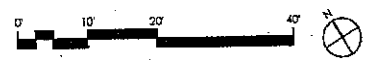
- 1. 12" CAL. OAK
- 2. 12" CAL. OAK
- 3. 12" CAL. OAK
- 4. 12" CAL. OAK
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- 6. 12" CAL. OAK
- 7. 12" CAL. OAK
- 8. 12" CAL. OAK
- 9. 12" CAL. OAK
- 10. 12" CAL. OAK
- 11. 12" CAL. OAK
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- 13. 12" CAL. OAK
- 14. 12" CAL. OAK
- 15. 12" CAL. OAK
- 16. 12" CAL. OAK
- 17. 12" CAL. OAK
- 18. 12" CAL. OAK
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- 25. 12" CAL. OAK
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- 28. 12" CAL. OAK
- 29. 12" CAL. OAK
- 30. 12" CAL. OAK



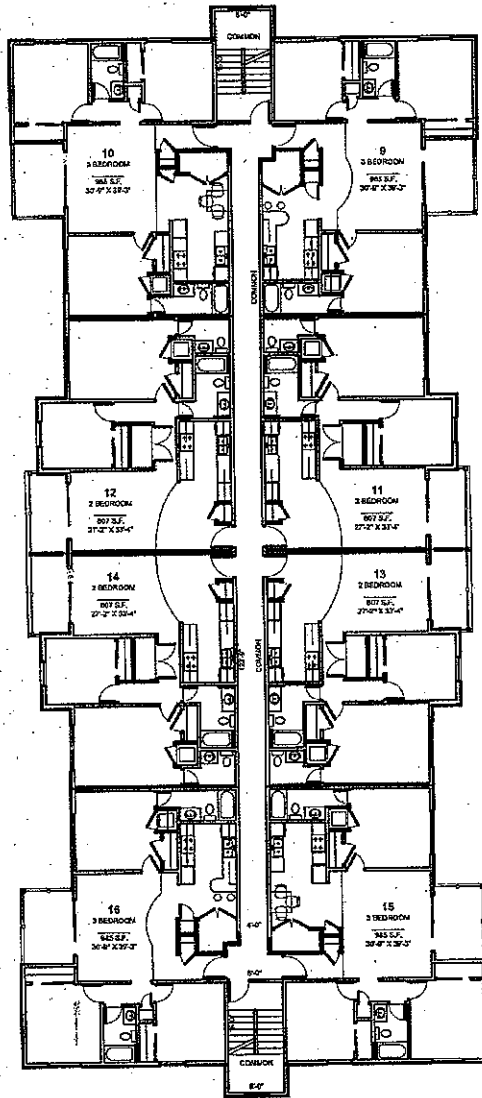
**EXHIBIT C**  
**FLOOR PLANS**



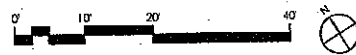
BUILDING A - 1ST FLOOR



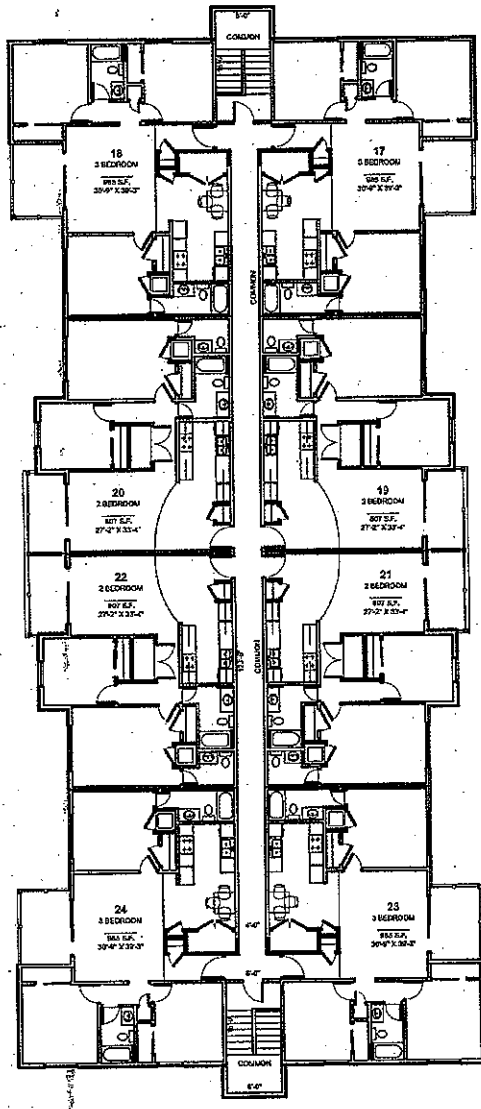
<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 INGERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED © AP <b>WOODLAND WEST APARTMENTS</b></p>	<p>DATE _____</p>	<p>PHONE 515-277-4707 FAX 515-277-7756</p>	<p><b>ASK</b></p>
			<p>STUDIO</p>



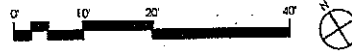
BUILDING A - 2ND FLOOR



<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3714 INGERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED © AP WOODLAND WEST APARTMENTS</p>	<p>DATE</p>	<p>PHONE 515-277-4707 FAX 515-277-7768</p>	<p>ASK STUDIO</p>



BUILDING A - 3RD FLOOR



I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

BRENT A. SCHIPPER, AIA, LEED® AP

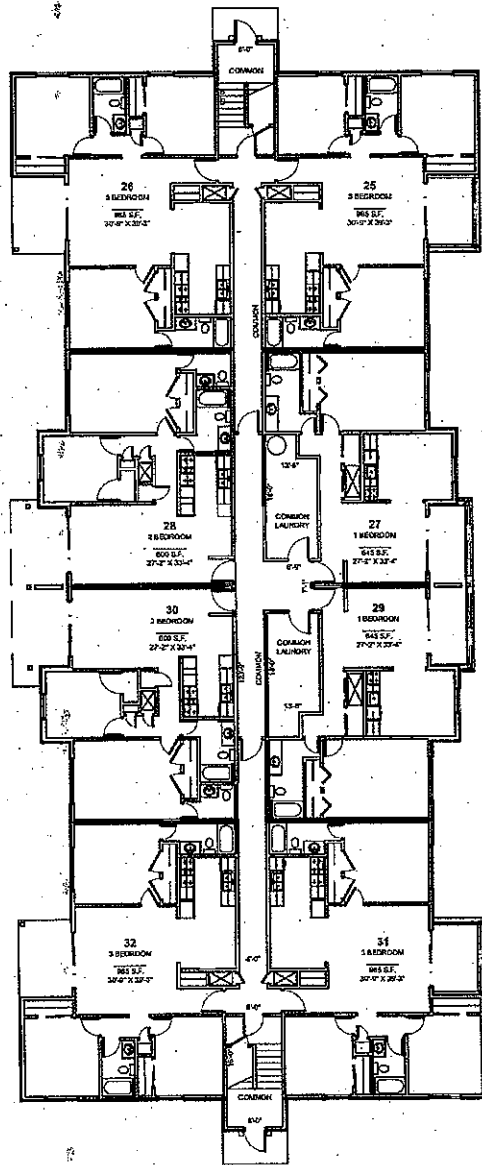
DATE

WOODLAND WEST APARTMENTS

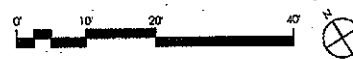
3716 INGERKOLL AVE.  
SUITE A  
DES MOINES, IOWA 50312

PHONE 515-277-4707  
FAX 515-277-7768

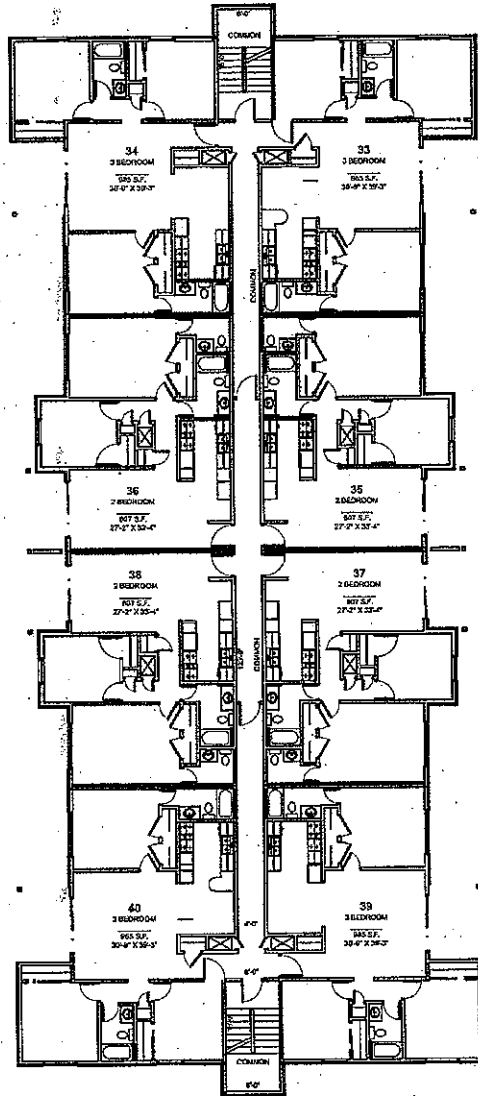
ASK  
STUDIO



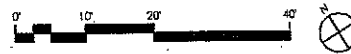
BUILDING B - 1ST FLOOR



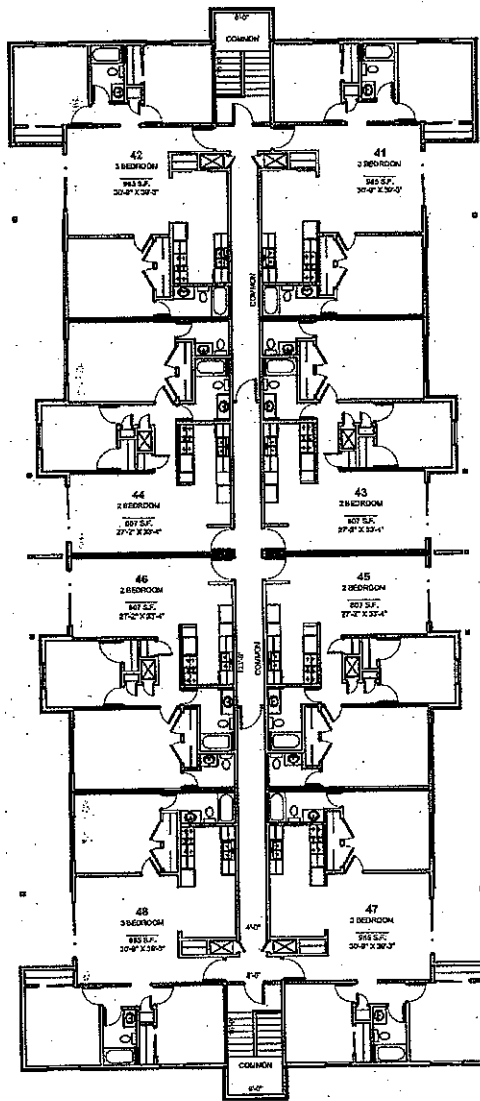
<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 HIGGINS AVE. SUITE A DES MOINES, IOWA 50312</p> <p>PHONE 515-277-6707 FAX 515-277-7766</p>	<p><b>ASK</b> STUDIO</p>
<p>BRENT A. SCHIPPER, AIA, LEED © AP</p> <p><b>WOODLAND WEST APARTMENTS</b></p>	<p>DATE</p>		



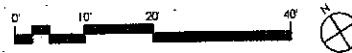
BUILDING B - 2ND FLOOR



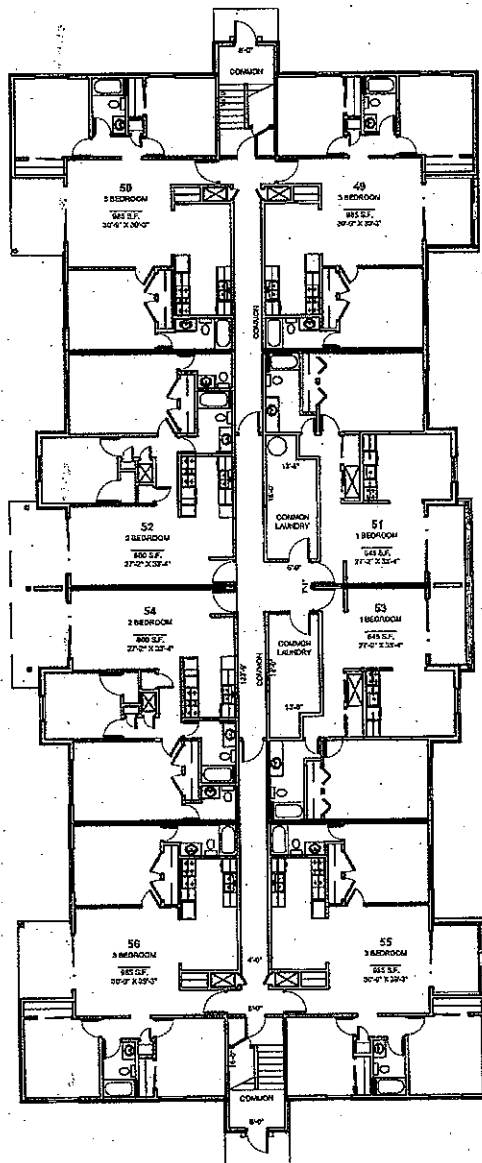
<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 INGERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED® AP <b>WOODLAND WEST APARTMENTS</b></p>	<p>DATE</p>	<p>PHONE 515-277-4707 FAX 515-277-7760</p>	<p><b>ASK</b> STUDIO</p>



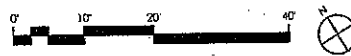
BUILDING B - 3RD FLOOR



<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 INGERSCOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED @ AP <b>WOODLAND WEST APARTMENTS</b></p>	<p>DATE</p>	<p>PHONE 515-277-4707 FAX 515-277-7768</p>	<p><b>ASK</b> STUDIO</p>

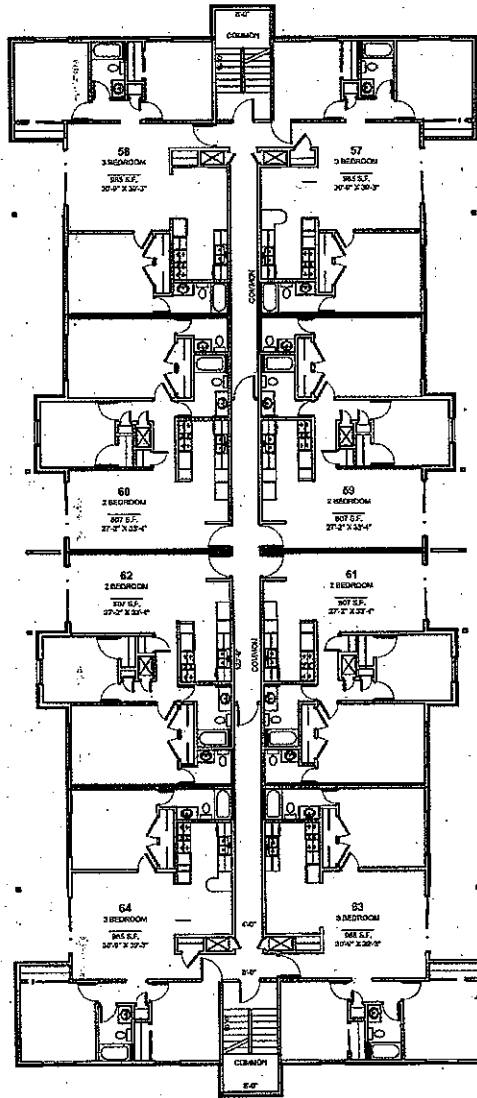


BUILDING C - 1ST FLOOR

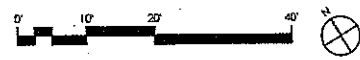


<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 INGERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED © AP <b>WOODLAND WEST APARTMENTS</b></p>	<p>DATE</p>	<p>PHONE 515-227-6707 FAX 515-227-7748</p>	<p><b>ASK</b> STUDIO</p>

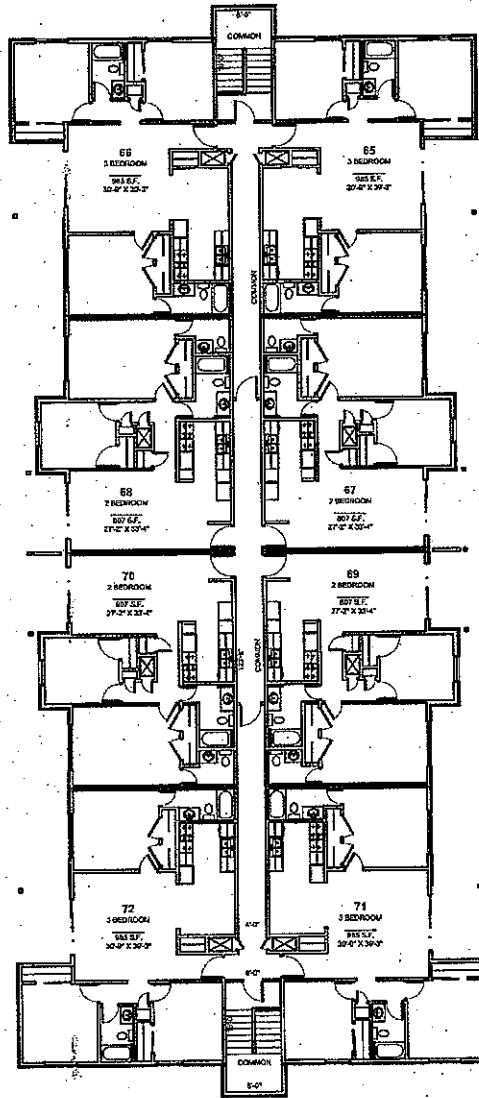




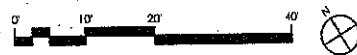
BUILDING C - 2ND FLOOR



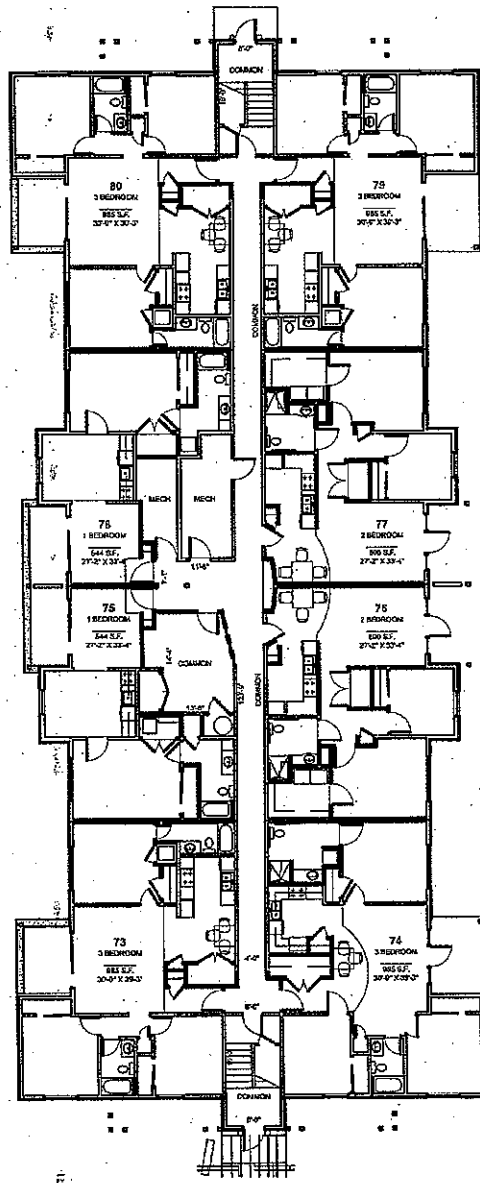
<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 INGERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED © AP <b>WOODLAND WEST APARTMENTS</b></p>	<p>DATE</p>	<p>PHONE 515-277-6707 FAX 515-277-7788</p>	<p><b>ASK</b> STUDIO</p>



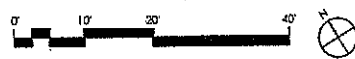
BUILDING C - 3RD FLOOR



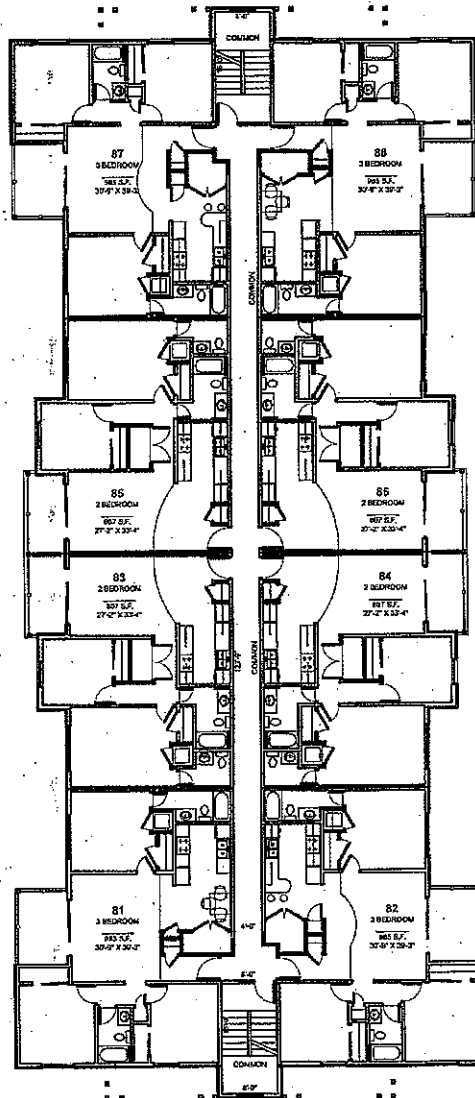
<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 INGERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED © AP <b>WOODLAND WEST APARTMENTS</b></p>	<p>DATE</p>	<p>PHONE 515-277-6707 FAX 515-277-7745</p>	<p><b>ASK</b> STUDIO</p>



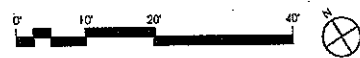
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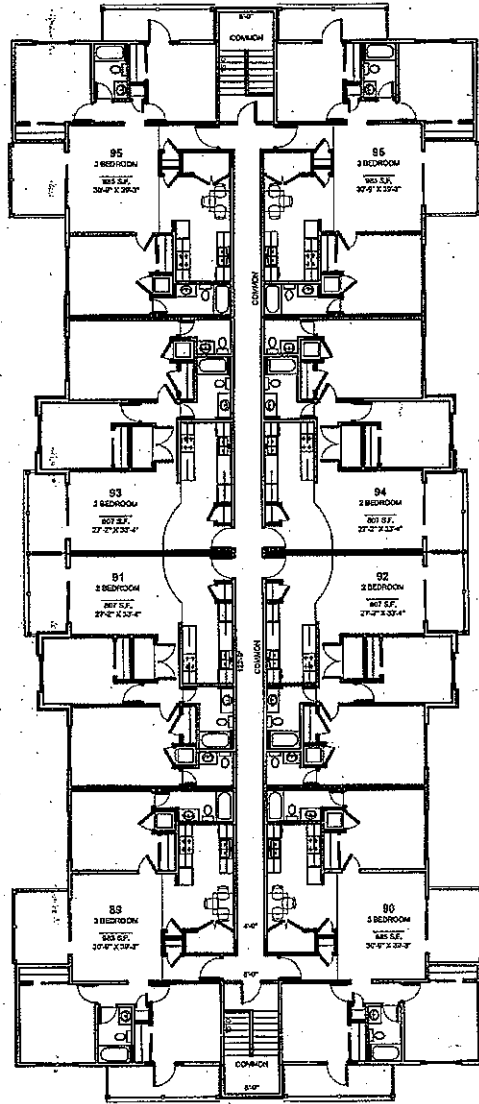
<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3714 INGERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p> <p>PHONE 515-277-6707 FAX 515-277-7748</p>	<p><b>ASK</b> STUDIO</p>
<p>BRENT A. SCHIPPER, AIA, LEED © AP</p>	<p>DATE</p>		
<p><b>WOODLAND WEST APARTMENTS</b></p>			



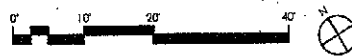
BUILDING D - 2ND FLOOR



<p>I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.</p>		<p>3716 INGBERSOLL AVE. SUITE A DES MOINES, IOWA 50312</p>	
<p>BRENT A. SCHIPPER, AIA, LEED © AP WOODLAND WEST APARTMENTS</p>	<p>DATE</p>	<p>PHONE 515-277-4707 FAX 515-277-7768</p>	<p>ASK STUDIO</p>



BUILDING D - 3RD FLOOR



I HEREBY CERTIFY THAT THE PORTION OF THIS TECHNICAL SUBMISSION DESCRIBED BELOW WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED ARCHITECT UNDER THE LAWS OF THE STATE OF IOWA.

BRENT A. SCHIPPER, AIA, LEED® AP

DATE

WOODLAND WEST APARTMENTS

3716 INGERSOLL AVE.  
SUITE A  
DES MOINES, IOWA 50312

PHONE 515-277-4707  
FAX 515-277-7768

ASK  
STUDIO

**EXHIBIT D**

**UNDIVIDED OWNERSHIP INTEREST AND VOTES  
IN A&D CONDOMINIUM ASSOCIATION**

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
A	1	3405 Woodland Ave. Unit No. 1	1/96
A	2	3405 Woodland Ave. Unit No. 2	1/96
A	3	3405 Woodland Ave. Unit No. 3	1/96
A	4	3405 Woodland Ave. Unit No. 4	1/96
A	5	3405 Woodland Ave. Unit No. 5	1/96
A	6	3405 Woodland Ave. Unit No. 6	1/96
A	7	3405 Woodland Ave. Unit No. 7	1/96
A	8	3405 Woodland Ave. Unit No. 8	1/96
A	9	3405 Woodland Ave. Unit No. 9	1/96
A	10	3405 Woodland Ave. Unit No. 10	1/96
A	11	3405 Woodland Ave. Unit No. 11	1/96
A	12	3405 Woodland Ave. Unit No. 12	1/96
A	13	3405 Woodland Ave. Unit No. 13	1/96
A	14	3405 Woodland Ave. Unit No. 14	1/96

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
A	15	3405 Woodland Ave. Unit No. 15	1/96
A	16	3405 Woodland Ave. Unit No. 16	1/96
A	17	3405 Woodland Ave. Unit No. 17	1/96
A	18	3405 Woodland Ave. Unit No. 18	1/96
A	19	3405 Woodland Ave. Unit No. 19	1/96
A	20	3405 Woodland Ave. Unit No. 20	1/96
A	21	3405 Woodland Ave. Unit No. 21	1/96
A	22	3405 Woodland Ave. Unit No. 22	1/96
A	23	3405 Woodland Ave. Unit No. 23	1/96
A	24	3405 Woodland Ave. Unit No. 24	1/96
D	73	3405 Woodland Ave. Unit No. 73	1/96
D	74	3405 Woodland Ave. Unit No. 74	1/96
D	75	3405 Woodland Ave. Unit No. 75	1/96
D	76	3405 Woodland Ave. Unit No. 76	1/96
D	77	3405 Woodland Ave. Unit No. 77	1/96
D	78	3405 Woodland Ave. Unit No. 78	1/96
D	79	3405 Woodland Ave. Unit No. 79	1/96
D	80	3405 Woodland Ave. Unit No. 80	1/96
D	81	3405 Woodland Ave. Unit No. 81	1/96
D	82	3405 Woodland Ave. Unit No. 82	1/96
D	83	3405 Woodland Ave. Unit No. 83	1/96
D	84	3405 Woodland Ave. Unit No. 84	1/96



<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
D	85	3405 Woodland Ave. Unit No. 85	1/96
D	86	3405 Woodland Ave. Unit No. 86	1/96
D	87	3405 Woodland Ave. Unit No. 87	1/96
D	88	3405 Woodland Ave. Unit No. 88	1/96
D	89	3405 Woodland Ave. Unit No. 89	1/96
D	90	3405 Woodland Ave. Unit No. 90	1/96
D	91	3405 Woodland Ave. Unit No. 91	1/96
D	92	3405 Woodland Ave. Unit No. 92	1/96
D	93	3405 Woodland Ave. Unit No. 93	1/96
D	94	3405 Woodland Ave. Unit No. 94	1/96
D	95	3405 Woodland Ave. Unit No. 95	1/96
D	96	3405 Woodland Ave. Unit No. 96	1/96

**EXHIBIT E**

**UNDIVIDED OWNERSHIP INTEREST AND VOTES  
IN B&C CONDOMINIUM ASSOCIATION**

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
B	25	3405 Woodland Ave. Unit No. 25	1/96
B	26	3405 Woodland Ave. Unit No. 26	1/96
B	27	3405 Woodland Ave. Unit No. 27	1/96
B	28	3405 Woodland Ave. Unit No. 28	1/96
B	29	3405 Woodland Ave. Unit No. 29	1/96
B	30	3405 Woodland Ave. Unit No. 30	1/96
B	31	3405 Woodland Ave. Unit No. 31	1/96
B	32	3405 Woodland Ave. Unit No. 32	1/96
B	33	3405 Woodland Ave. Unit No. 33	1/96
B	34	3405 Woodland Ave. Unit No. 34	1/96
B	35	3405 Woodland Ave. Unit No. 35	1/96
B	36	3405 Woodland Ave. Unit No. 36	1/96
B	37	3405 Woodland Ave. Unit No. 37	1/96
B	38	3405 Woodland Ave. Unit No. 38	1/96
B	39	3405 Woodland Ave. Unit No. 39	1/96
B	40	3405 Woodland Ave. Unit No. 40	1/96
B	41	3405 Woodland Ave. Unit No. 41	1/96
B	42	3405 Woodland Ave. Unit No. 42	1/96

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
B	43	3405 Woodland Ave. Unit No. 43	1/96
B	44	3405 Woodland Ave. Unit No. 44	1/96
B	45	3405 Woodland Ave. Unit No. 45	1/96
B	46	3405 Woodland Ave. Unit No. 46	1/96
B	47	3405 Woodland Ave. Unit No. 47	1/96
B	48	3405 Woodland Ave. Unit No. 48	1/96
C	49	3405 Woodland Ave. Unit No. 49	1/96
C	50	3405 Woodland Ave. Unit No. 50	1/96
C	51	3405 Woodland Ave. Unit No. 51	1/96
C	52	3405 Woodland Ave. Unit No. 52	1/96
C	53	3405 Woodland Ave. Unit No. 53	1/96
C	54	3405 Woodland Ave. Unit No. 54	1/96
C	55	3405 Woodland Ave. Unit No. 55	1/96
C	56	3405 Woodland Ave. Unit No. 56	1/96

<u>BUILDING</u>	<u>UNIT NO.</u>	<u>ADDRESS</u>	<u>OWNERSHIP</u>
C	57	3405 Woodland Ave. Unit No. 57	1/96
C	58	3405 Woodland Ave. Unit No. 58	1/96
C	59	3405 Woodland Ave. Unit No. 59	1/96
C	60	3405 Woodland Ave. Unit No. 60	1/96
C	61	3405 Woodland Ave. Unit No. 61	1/96
C	62	3405 Woodland Ave. Unit No. 62	1/96
C	63	3405 Woodland Ave. Unit No. 63	1/96
C	64	3405 Woodland Ave. Unit No. 64	1/96
C	65	3405 Woodland Ave. Unit No. 65	1/96
C	66	3405 Woodland Ave. Unit No. 66	1/96
C	67	3405 Woodland Ave. Unit No. 67	1/96
C	68	3405 Woodland Ave. Unit No. 68	1/96
C	69	3405 Woodland Ave. Unit No. 69	1/96
C	70	3405 Woodland Ave. Unit No. 70	1/96
C	71	3405 Woodland Ave. Unit No. 71	1/96
C	72	3405 Woodland Ave. Unit No. 72	1/96

**EXHIBIT F-1**

**MATERIALS FOR PARTNERSHIP PROPERTY**

**Woodland West**  
**Exhibit D**  
**Description of Materials**  
**January 17, 2011**

**General Description**

Four – 24 unit, 3 story apartment buildings

**Typical at all 4 buildings**

- Common building entry at both ends of building with stairs at each end.
- Corridor down the center of each floor.

**Building A**

- (12) 3-bedroom, 2 bath Apartments
- (10) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 1-bedroom, 1 bath

**Building B**

- (12) 3-bedroom, 2 bath Apartments
- (10) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 1-bedroom, 1 bath

**Building C**

- (12) 3-bedroom, 2 bath Apartments
- (10) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 1-bedroom, 1 bath

**Building D**

- (11) 3-bedroom, 2 bath Apartments
- (8) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 2-bedroom accessible, 1- acc. bath
- (1) 3-bedroom accessible, 1-standard bath, 1 accessible bath
- (2) 1-bedroom, 1 bath

**Buildings A & D**

- Fitness center at lower level
- Computer area are lower level
- Washer/Dryer at each unit

**Buildings B & C**

- Common laundry at lower level

**Structure**

- Concrete footings
- Concrete slab on grade
- 8' ceilings at all levels
- Wood framed walls with wood truss roofs
- 2x6/2x4 existing exterior walls
- 2x4 interior walls
- 1-1/2" existing concrete topping over plywood over 2x8 existing wood floor joists Asphalt shingles over ½" roof sheathing (buildings A, B, and C)
- Membrane roof over plywood sheathing (building D)

**Exterior**

- Cement board siding over air barrier
- Brick veneer at 1<sup>st</sup> and 2nd floors.
- Aluminum gutters and downspouts
- Concrete patio or wood deck each unit

**Doors and Windows**

- Energy efficient vinyl windows and patio doors (Bldg A&D)
- Aluminum patio doors (Bldg B&C)
- Wood double hung (Bldg B&C)
- Aluminum entry doors (Bldg A,B,C&D)

**Insulation**

- R-19 at 2x6 walls and R-13 at 2x4 walls (Bldg A&D)
- R-7 at 2x6/2x4 walls (Bldg B&C)
- R-49 at attic (Bldg A&D)

**Site**

- Common lighted asphalt parking areas with concrete sidewalks to building entrances.
- 1 unconditioned garage available for each unit.
- Exterior unheated pool.

**Drywall/painting**

- Sheetrock with popcorn texture at ceilings and light orange peel texture at walls, paint.

**Cabinets and Countertops**

- Wood cabinets with laminate countertops at kitchen and baths

**Trim**

- Molded trim and molded interior doors (Bldg A&D)

**Flooring**

- Carpeted living rooms and bedrooms

**Mechanical and Electrical Systems**

- Separate electric and gas meters per unit
- Common water meter
- Common water heater
- Gas furnace with condenser cooling per unit at (Bldg B&C)
- Geothermal heating and cooling per unit at (Bldg A&D)
- TV/telephone/data jacks
- Smoke detectors in each bedroom and hallway
- NFPA 13R sprinkler system
- Fiberglass tub/shower units
- Stainless steel kitchen sinks
- Standard chrome faucets
- Ceiling fans at larger bedrooms (Bldg A&D)

**Appliances**

- Bldg A&D - Gas range, refrigerator, washer and gas dryer, dishwasher, microwave/exhaust combo unit.  
Bldg B&C - Electric range, refrigerator, dishwasher



**EXHIBIT F-2**

**MATERIALS FOR B&C CONDOMINIUM PROPERTY**

**Woodland West  
Exhibit D  
Description of Materials  
January 17, 2011**

**General Description**

Four – 24 unit, 3 story apartment buildings

**Typical at all 4 buildings**

- Common building entry at both ends of building with stairs at each end.
- Corridor down the center of each floor.

**Building A**

- (12) 3-bedroom, 2 bath Apartments
- (10) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 1-bedroom, 1 bath

**Building B**

- (12) 3-bedroom, 2 bath Apartments
- (10) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 1-bedroom, 1 bath

**Building C**

- (12) 3-bedroom, 2 bath Apartments
- (10) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 1-bedroom, 1 bath

**Building D**

- (11) 3-bedroom, 2 bath Apartments
- (8) 2-bedroom, 1-bath, 1 – ½ bath
- (2) 2-bedroom accessible, 1- acc. bath
- (1) 3-bedroom accessible, 1-standard bath, 1 accessible bath
- (2) 1-bedroom, 1 bath

**Buildings A & D**

- Fitness center at lower level
- Computer area are lower level
- Washer/Dryer at each unit

**Buildings B & C**

- Common laundry at lower level

**Structure**

- Concrete footings
- Concrete slab on grade
- 8' ceilings at all levels
- Wood framed walls with wood truss roofs
- 2x6/2x4 existing exterior walls
- 2x4 interior walls
- 1-1/2" existing concrete topping over plywood over 2x8 existing wood floor joists Asphalt shingles over ½" roof sheathing (buildings A, B, and C)
- Membrane roof over plywood sheathing (building D)

**Exterior**

- Cement board siding over air barrier
- Brick veneer at 1<sup>st</sup> and 2nd floors.
- Aluminum gutters and downspouts
- Concrete patio or wood deck each unit

**Doors and Windows**

- Energy efficient vinyl windows and patio doors (Bldg A&D)
- Aluminum patio doors (Bldg B&C)
- Wood double hung (Bldg B&C)
- Aluminum entry doors (Bldg A,B,C&D)

**Insulation**

- R-19 at 2x6 walls and R-13 at 2x4 walls (Bldg A&D)
- R-7 at 2x6/2x4 walls (Bldg B&C)
- R-49 at attic (Bldg A&D)

**Site**

- Common lighted asphalt parking areas with concrete sidewalks to building entrances.
- 1 unconditioned garage available for each unit.
- Exterior unheated pool.

**Drywall/painting**

- Sheetrock with popcorn texture at ceilings and light orange peel texture at walls, paint.

**Cabinets and Countertops**

- Wood cabinets with laminate countertops at kitchen and baths

**Trim**

- Molded trim and molded interior doors (Bldg A&D)

**Flooring**

- Carpeted living rooms and bedrooms

**Mechanical and Electrical Systems**

- Separate electric and gas meters per unit
- Common water meter
- Common water heater
- Gas furnace with condenser cooling per unit at (Bldg B&C)
- Geothermal heating and cooling per unit at (Bldg A&D)
- TV/telephone/data jacks
- Smoke detectors in each bedroom and hallway
- NFPA 13R sprinkler system
- Fiberglass tub/shower units
- Stainless steel kitchen sinks
- Standard chrome faucets
- Ceiling fans at larger bedrooms (Bldg A&D)

**Appliances**

- Bldg A&D - Gas range, refrigerator, washer and gas dryer, dishwasher, microwave/exhaust combo unit.  
Bldg B&C - Electric range, refrigerator, dishwasher

**EXHIBIT G**  
**BYLAWS OF A&D CONDOMINIUM ASSOCIATION**

**BYLAWS  
OF  
WOODLAND WEST A&D  
CONDOMINIUM ASSOCIATION**

fb.us.6122278.02

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**BYLAWS  
OF  
COUNCIL OF CO-OWNERS OF THE  
WOODLAND WEST A&D CONDOMINIUM**

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**ARTICLE 1.  
Definitions**

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The terms and phrases used in these Bylaws shall have the meanings set forth in the Amended and Restated Declaration of Horizontal Property Regime (the "Declaration") as filed for record in the Office of the County Recorder for Polk County, Iowa.

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**ARTICLE 2.  
Meetings of Members**

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2.1 Annual Meetings. The first annual meeting of the Members shall be held within thirty (30) days after filing of the Declaration at a time and place to be determined by the Council of Co-owners ("Council"). Subsequent annual meetings shall be held yearly at such time and place as is specified by the Council. Annual meetings shall be conducted solely to transact any business then authorized to be transacted by the Members.

2.2 Special Meetings. Special meetings of the Members may be called at any time by the president, the vice president, or by a director, and must be called by the president upon receipt of written requests from a Member.

2.3 Notice of Annual and Special Meetings. Notice of all meetings of the Members, stating the time and place and the purpose for which the meeting is called shall be given by the secretary of the Council. The Secretary shall, at least twenty-one (21) days but no more than seven (7) days in advance of any annual meeting or regularly scheduled meeting, and at least three (3) days but no more than thirty (30) days in advance of any special meeting, send to each Member a notice containing the time, place and complete agenda of the meeting. The notice shall be sent by United States mail, postage-prepaid, or hand delivered to all Members of record at the address of their respective Apartments, or to other addresses as may have been designated to the Secretary.

2.4 Quorum. Members holding at least fifty-one percent (51%) of the total voting power of the Council must be present, in person or by proxy, to constitute a quorum for the transaction of business at any annual or special meeting. When such quorum is not present or represented by proxy, the meeting shall be adjourned and a second meeting scheduled. No notice, other than the announcement of the second meeting at the time the first meeting is adjourned, shall be necessary. Additional meetings shall continue to be scheduled in this manner until a quorum as aforesaid shall be present or represented by proxy. When a quorum is present at an annual or special meeting but certain Members have withdrawn from



the meeting so that less than a quorum remains, the then remaining Members may continue to transact business.

2.5 Proxies. At all meetings of the Members, each voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Council before any meeting. Every proxy shall be revocable and shall automatically cease upon adjournment of the annual or special meeting for which such proxy was given. Every notice of an annual or special meeting shall set forth procedures for the appointment of proxies.

2.6 Voting.

2.6.1 The Members, as Owners of the Apartments, shall be allocated voting rights as set forth in the Declaration. Where the record Owner is comprised of more than one person or entity, such persons or entity shall, at the time ownership is acquired, designate in writing to the Council, the person entitled to vote on behalf of the persons or entity or entities. If the Owners of an Apartment fail to agree and notify the Council as to whom shall cast the vote, the vote shall not be cast. Such designation shall remain in effect until a written change, signed by each and every person or entity comprising the record Owner, is delivered to the Council;

2.6.2 An Owner's right to vote, or affecting quorum requirements, cannot be restricted by reason of nonpayment of assessments, or a purported violation of any provision of the documents governing the Common Elements;

2.6.3 The entire vote on any single issue, including the election of directors, may be by mailed ballots if so stated in the notice required by Section 2.3 above. Such a vote shall have the same force and effect of a vote taken at a regular or special meeting, provided that at least fifty percent (50%) of the voting power of the Council is cast in such vote; and

2.6.4 There shall be no cumulative voting.

2.6.5 In case of a tie, the Owner who owns the most Units shall cast the deciding vote.

2.7 Telephone Conference Meetings. A meeting among Members, or among the members of any committee designated by the Council, by any means of communications through which the participants may simultaneously hear each other, constitutes a meeting of the Members, or the committee, provided the same notice is given of such a conference as would be required for a meeting, and provided the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting. Participation in a conference meeting constitutes personal presence at the meeting.

2.8 Order of Business. The order of business at the annual meetings of the Members and as far as is practical at all other meetings of Members shall be established by the Council.

Conduct of each meeting shall be governed by Robert's Rules of Order Revised or any other standard rules of parliamentary procedure selected by the Council.

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**ARTICLE 3.**

**Council—Selection—Term of Office**

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3.1 Number/Term. The affairs of the Council shall be managed by a Council.

The Council shall consist of no less than three (3) and no more than nine (9) directors.

At the first meeting of Members, the Members shall elect three (3) directors for a term of three (3) years.

At the second annual meeting of Members, the Members may, if they so choose by a majority vote of the Members present, elect three (3) more directors for a term of three (3) years.

At the third annual meeting of Members, the Members may, if they so choose by a majority vote of the Members present, elect three (3) more directors for a term of three years.

3.2 Removal. Any director may be removed by the Members by a majority vote of the Members. In the event of removal of a director, a successor shall be selected at the next annual meeting of the Members.

3.3 Compensation. No director shall receive compensation for any service rendered to the Council. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

3.4 Voting. Each director shall be entitled to one (1) vote.

3.5 Vacancy. If a director resigns, dies or is otherwise unable to serve as a director, that director shall be replaced for the remainder of their term at the next annual meeting of Members.

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**ARTICLE 4.**

**Meetings of Council**

---

4.1 Regular Meetings. Regular meetings of the Council shall be held at such place and hour as may be fixed from time to time by the notice of such meeting of the Council. 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.

4.2 Special Meetings. Special meetings of the Council shall be held when called by the president of the Council or by a director, in each case after not less than three (3) days notice to the other directors. Notice may be waived by any director.

4.3 Notice. To the extent practicable, the Council shall give reasonable notice to Members of the date, time and place of a Council meeting. If the date, time, and place of meeting is announced at a previous Council meeting, is posted in a location accessible to Members and designated by the Council from time to time, or if an emergency requires immediate consideration of a matter by the Council, notice is not required. Discussions at Council meetings shall be among the directors only, but shall be open to Members for observation.

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

4.5 Presiding Officer. The presiding officer of the meeting shall be the President.

4.6 Meetings by Conference. A meeting among directors, or among members of any committee designated by the Council, by any means of communication through which the participants may simultaneously hear each other during the meeting, constitutes a meeting of the Council, or the committee, provided the same notice is given of the conference as would be required for a meeting, and provided the number of persons participating in the conference are sufficient to constitute a quorum at the meeting. Participation in a conference meeting constitutes personal presence at the meeting.

4.7 Council Action Without a Meeting.

4.7.1 Any action required or permitted to be taken at a meeting of the Council, other than an action requiring membership approval, may be taken by written action signed by the number required to approve that type of action; provided all directors are notified of the text of the written action prior to the signing by the directors.

4.7.2 The written action is effective when signed by the directors with the voting power otherwise required to approve that type of Council action, unless a different effective time is provided in the written action. All directors shall be notified immediately of its effective date. Failure to provide the notice does not invalidate the written action.

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## ARTICLE 5.

### Powers and Duties of the Council

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5.1 Powers. All of the powers of the Council shall be exercised by the Council, including those existing under common law, statutes, and those powers designated to the Council by the Declaration and the Rules and Regulations.

5.2 Duties. It shall be the duty of the Council to:

- (a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a Member of the Council;
- (b) supervise all officers, agents and employees of this Council, and see that their duties are properly performed;
- (c) prepare and distribute to the Members at or before the annual meeting an Annual Report, which shall contain, at a minimum, the following:
  - (i) a statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000, whichever is greater, which capital expenditure is approved by the Council for the current fiscal year or succeeding two fiscal years;
  - (ii) a statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Council;
  - (iii) a statement of revenues and expenses for the Council's last fiscal year and a balance sheet as of the end of said fiscal year;
  - (iv) a statement of the status of any pending litigation or judgments to which the Council is a party;
  - (v) a detailed description of the insurance coverage provided by the Council including a statement as to which of the items referred to in Iowa Code §499B.2.5 are insured by the Council; and
  - (vi) a statement of the total past due assessments on all Apartments, which statement shall be current as of not more than sixty (60) days prior to the annual meeting.
- (d) as more fully provided in the Declaration, to:
  - (i) fix the amount of the annual assessment against each Apartment at least thirty (30) days in advance of each annual assessment period in accordance with the Declaration;
  - (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (iii) foreclose the lien against the property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same;
- (e) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Council for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability and hazard insurance in accordance with the Declaration; and
- (g) cause to be maintained all Common Elements.

5.3 Reserve Fund. After consideration of the future requirements for exterior and interior maintenance, the Council shall have the power and authority to levy, as part of the annual assessment or as a special assessment, such sums of money as they shall determine necessary to provide for the payment of maintenance and replacement of all Common Elements and Limited Common Elements that the Council is obligated to maintain, repair or replace. Such monies shall be credited to an appropriate account on the books of the Council with the designation "Reserve Funds."

5.4 Investment of Reserve Fund. The Council shall cause the Reserve Funds to be invested in certificates of deposit, savings accounts, U.S. government bonds or investment-grade state or municipal bonds or other investments approved by all of the investors.

5.5 Use of Reserve Fund. The Council shall use the reserve fund to comply with its obligations under the Declaration and Iowa Statutes.

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**ARTICLE 6.**  
**Officers**

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6.1 Enumeration of Officers. The officers of this Council shall be a President, a Vice President, a Secretary, and a Treasurer, who shall at all times be directors. Any person may hold two or more offices, except that the offices of President and Vice President shall be held by different persons. The Council shall, from time to time, elect such other officers and designate their powers and duties as the Council shall find to be required to manage the affairs of the Council.

6.2 Election of Officers. The election of officers shall take place at the first meeting of the Council following each annual meeting of the Members.

6.3 Term. The officers of this Council shall be elected annually by the Council and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

6.4 Resignation and Removal. Any officer may be removed from office with cause by the Council. Any officer may resign at any time by giving written notice to the Council, 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.

6.5 Vacancies. A vacancy in any office shall be filled by election by the Council. The officer elected to such vacancy shall serve for the remainder of the term of the officer being replaced.

6.6 Duties. The duties of the officers are as follows:

6.6.1 President. The President shall be the chief executive officer of the Council. The President shall have all of the powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the duty to preside at all meetings of directors and Members, and the general supervision over other officers and the affairs of the Council. The President shall execute all contracts, agreements and obligations of the Council except as such authority may be otherwise delegated by resolution of the Council.

6.6.2 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President also shall assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

6.6.3 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members and attend to the giving and serving of all notices to the Members and directors and other notices required by law. The Secretary shall keep the records of the Council, and shall perform all other duties incident to the office of a secretary of a corporation and as may be required by the directors or the president.

6.6.4 Treasurer. The Treasurer shall have custody of all intangible property of the Council, including funds, securities and evidences of indebtedness; and shall keep the assessment rolls and accounts of the Members, shall keep the books of the Council in accordance with good accounting practices and shall submit them together with all vouchers, receipts, records and other papers to the directors for their examination and approval as often as they may require. The treasurer shall deposit all monies and other valuable effects in the name of or to the credit of the Council in such depositories as may be designated by the Council, shall disburse the funds of the Council as ordered by the Council, and shall perform all other duties incident to the office of a treasurer of a corporation. If a managing agent or manager be employed, the Council may designate some or all of the foregoing functions to

be entrusted to said agent or manager, subject to bonding and subject to oversight and control by the treasurer.

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**ARTICLE 7.**  
**Fiscal Management**

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7.1 Property Held for Members' Benefit. All funds and the titles of all properties acquired by the Council, and the proceeds thereof, after deducting therefrom the costs incurred by the Council in acquiring the same, shall be held for the benefit of the Members for the purposes stated in the Declaration and herein.

7.2 Depository. The depository of the Council shall be such financial institutions as shall be designated from time to time by the directors and in which the monies of the Council shall be deposited. Withdrawal of monies from such accounts shall be only by instruments signed by persons as are authorized by the directors.

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**ARTICLE 8.**  
**Assessments**

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Unless otherwise specified, the term "Assessments" includes annual and special assessments determined in accordance with the Declaration, which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the Owner of the Apartment. All assessments shall be levied and collected in accordance with the Declaration.

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**ARTICLE 9.**  
**Maintenance and Alterations by the Members**

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Members shall perform their responsibilities in such manner as not to disturb other Members; shall not impair any easement affecting the Common Elements; shall comply with the Rules and Regulations, Bylaws and Declaration; and shall promptly report to the Council any defect or need for repairs.

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**ARTICLE 10.**  
**Limitation on Contract Duration**

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No contract, lease, management contract or employment contract, which is directly or indirectly made by or on behalf of the Council, shall be entered into for a period exceeding two (2) years. Any contract providing for services by Declarant or any affiliate of Declarant shall provide for termination by either party without cause or payment of a termination fee, on ninety (90) days or less prior written notice.

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**ARTICLE 11.**  
**Litigation**

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The Council may institute, defend, or intervene in litigation or administrative proceedings in its own name on matters affecting the Common Elements.

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**ARTICLE 12.**  
**Books and Records**

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The books, records and papers of the Council shall at all times, during reasonable business hours, be available for inspection by any Member or to any mortgagee, insurer or guarantor upon request to the secretary of the Council.

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**ARTICLE 13.**  
**Corporate Seal**

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The Council shall not have a corporate seal.

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**ARTICLE 14.**  
**Amendments**

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The Council shall have the right to propose an amendment to the Bylaws by a resolution setting forth the proposed amendment or amendments. Such amendment(s) shall be submitted for adoption at a meeting of the Members. Notice of the meeting of the Members shall be given to all Members and shall state the purpose of the meeting and give details of the proposed amendment(s). The amendment(s) shall be approved and adopted by a vote of Members holding at least fifty percent (50%) of the total voting power of the Council. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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**ARTICLE 15.**  
**Fiscal Year**

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The fiscal year of the Council shall begin on the 1st day of January and end on the 31st day of December in each year, except that the first fiscal year shall begin on the date of incorporation.

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**ARTICLE 16.**  
**Severability**

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Invalidation of any one of these Bylaws by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.



**EXHIBIT H**

**BYLAWS OF B&C CONDOMINIUM ASSOCIATION**

**BYLAWS  
OF  
WOODLAND WEST B&C  
CONDOMINIUM ASSOCIATION**

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**BYLAWS  
OF  
WOODLAND WEST B&C CONDOMINIUM ASSOCIATION**

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**ARTICLE 1.  
Definitions**

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The terms and phrases used in these Bylaws shall have the meanings set forth in the Amended and Restated Declaration of Horizontal Property Regime (the "Declaration") as filed for record in the Office of the County Recorder for Polk County, Iowa.

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**ARTICLE 2.  
Meetings of Members**

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2.1 Annual Meetings. The first annual meeting of the Members shall be held within thirty (30) days after filing of the Declaration at a time and place to be determined by the Members, which are all of the Owners of Units located in Buildings B and C, and together comprise a Council of Co-owners (the "Council"). Subsequent annual meetings shall be held yearly at such time and place as is specified by the Board of Directors (as defined below). Annual meetings shall be conducted solely to transact any business then authorized to be transacted by the Members.

2.2 Special Meetings. Special meetings of the Members may be called at any time by the President, the Vice President, or by a director, and must be called by the President upon receipt of written requests from a Member.

2.3 Notice of Annual and Special Meetings. Notice of all meetings of the Members, stating the time and place and the purpose for which the meeting is called shall be given by the Secretary of the Council. The Secretary shall, no more than twenty-one (21) days but no fewer than ten (10) days in advance of any annual meeting or regularly scheduled meeting, and no fewer than five (5) days but no more than twenty-one (21) days in advance of any special meeting, send to each Member a notice containing the time, place and complete agenda of the meeting. The notice shall be sent by United States mail, postage-prepaid, or hand delivered to all Members of record at the address of their respective Units, or to other addresses (including email addresses) as may have been designated by the Member to the Secretary.

2.4 Quorum. Members holding at least fifty-one percent (51%) of the total voting power of the Council must be present, in person or by proxy, to constitute a quorum for the transaction of business at any annual or special meeting. When such quorum is not present or represented by proxy, the meeting shall be adjourned and a second meeting scheduled with notice. Additional meetings shall continue to be scheduled in this manner until a quorum as aforesaid shall be present or represented by proxy. When a quorum is present at

an annual or special meeting but certain Members have withdrawn from the meeting so that less than a quorum remains, the then remaining Members may continue to transact business.

2.5 Proxies. At all meetings of the Members, each voting Member may vote in person or by proxy. All proxies shall be in writing and filed with the Secretary of the Council before any meeting. Every proxy shall be revocable and shall automatically cease upon adjournment of the annual or special meeting for which such proxy was given. Every notice of an annual or special meeting shall set forth procedures for the appointment of proxies.

2.6 Voting.

2.6.1 The Members shall be allocated voting rights as set forth in the Declaration. Where the record Owner is comprised of more than one person or entity, such persons or entity or entities shall, at the time ownership is acquired, designate in writing to the Council, the person entitled to vote on behalf of the persons or entity or entities. If the Owners of a Unit fail to agree and notify the Council as to who shall cast the vote, the vote shall not be cast. Such designation shall remain in effect until a written change, signed by each and every person or entity comprising the record Owner, is delivered to the Council;

2.6.2 An Owner's right to vote, or effect upon fulfillment of quorum requirements, cannot be restricted by reason of nonpayment of assessments, or a purported violation of any provision of the documents governing the Common Elements;

2.6.3 The entire vote on any single issue, including the election of directors, may be by mailed ballots if so stated in the notice required by Section 2.3 above. Such a vote shall have the same force and effect of a vote taken at a regular or special meeting, provided that at least fifty percent (50%) of the voting power of the Council is cast in such vote; and

2.6.4 There shall be no cumulative voting.

2.7 Telephone Conference Meetings. A meeting among Members, or among the members of any committee designated by the Council, by any means of communications through which the participants may simultaneously hear each other, constitutes a meeting of the Members, or the committee, provided the same notice is given of such a conference as would be required for a meeting, and provided the number of persons participating in the conference would be sufficient to constitute a quorum at the meeting. Participation in a conference meeting constitutes personal presence at the meeting.

2.8 Order of Business. The order of business at the annual meetings of the Members and as far as is practical at all other meetings of Members shall be established by the Board of Directors. Conduct of each meeting shall be governed by Robert's Rules of Order Revised or any other standard rules of parliamentary procedure selected by the Board of Directors.

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**ARTICLE 3.**

**Board of Directors — Selection—Term of Office**

---

3.1 Number/Term. The affairs of the Council shall be managed by a Board of Directors. The Board of Directors shall consist of no less than three (3) and no more than nine (9) directors. Only a Member may be a director.

At the first meeting of Members, the Members shall elect three (3) directors for a term of two (2) years.

At the second annual meeting of Members, the Members may, if they so choose by a majority vote of the Members present, elect three (3) more directors for a term of two (2) years.

At the third annual meeting of Members, the Members may, if they so choose by a majority vote of the Members present, elect three (3) more directors for a term of two (2) years.

3.2 Removal. Any director may be removed by the Members by a majority vote of the Members. In the event of removal of a director, a successor shall be selected at the next annual meeting of the Members.

3.3 Compensation. No director shall receive compensation for any service rendered to the Council, unless such compensation is approved by Members holding at least 67% of the voting power of the Council. However, any director may be reimbursed for actual expenses incurred in the performance of duties.

3.4 Voting. Each director shall be entitled to one (1) vote on each matter.

3.5 Vacancy. If a director resigns, dies or is otherwise unable to serve as a director, that director shall be replaced for the remainder of his/her term by an interim director or directors to be appointed by a majority of the remaining directors.

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**ARTICLE 4.**

**Meetings of Council**

---

4.1 Regular Meetings. Regular meetings of the Council shall be held at such place and hour as may be fixed from time to time by the notice of such meeting of the Council given at the direction of the Board of Directors. 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.

4.2 Special Meetings. Special meetings of the Council shall be held when called by the President of the Council or by a director, in each case after not less than five (5) days' notice to the other directors. Notice may be waived by any director.

4.3 Notice. To the extent practicable, the Board shall give reasonable notice to Members of the date, time and place of a Council meeting. If the date, time, and place of meeting is announced at a previous Council meeting, is posted in a location accessible to Members and designated by the Council from time to time, or if an emergency requires immediate consideration of a matter by the Council, then notice is not required. Discussions at Council meetings shall be among the directors only, but shall be open to Members for observation.

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

4.5 Presiding Officer. The presiding officer of the meeting shall be the President.

4.6 Meetings by Conference. A meeting among directors, or among members of any committee designated by the Council, by any means of communication through which the participants may simultaneously hear each other during the meeting, constitutes a meeting of the Council, or the committee, provided the same notice is given of the conference as would be required for a meeting, and provided the number of persons participating in the conference are sufficient to constitute a quorum at the meeting. Participation in a conference meeting constitutes personal presence at the meeting.

4.7 Council Action Without a Meeting.

4.7.1 Any action required or permitted to be taken at a meeting of the Council, other than an action requiring membership approval, may be taken by written action signed by all directors.

4.7.2 The written action is effective when signed by all of the directors, unless a different effective time is provided in the written action. All directors shall be notified immediately of its effective date. Failure to provide the notice does not invalidate the written action.

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#### ARTICLE 5.

#### Powers and Duties of the Board of Directors

---

5.1 Powers. All of the powers of the Council shall be exercised by the Board of Directors, including those existing under common law, statutes, and those powers designated to the Council by the Declaration and the Rules and Regulations.



5.2 Duties. It shall be the duty of the Council to:

- (a) cause to be kept a complete record of all of its acts and corporate affairs and to present a statement thereof to the Members at the annual meeting of the Members, or at any special meeting when such statement is requested in writing by a Member of the Council;
- (b) engage in and/or supervise all officers, agents and employees of this Council, and see that their duties are properly performed;
- (c) prepare and distribute to the Members at or before the annual meeting an Annual Report, which shall contain, at a minimum, the following:
  - (i) a statement of any capital expenditures in excess of two percent (2%) of the current budget or \$5,000, whichever is greater, which capital expenditure is approved by the Council for the current fiscal year or succeeding two fiscal years;
  - (ii) a statement of the status and amount of any reserve or replacement fund and any portion of the fund designated for any specified project by the Council;
  - (iii) a statement of revenues and expenses for the Council's last fiscal year and a balance sheet as of the end of said fiscal year;
  - (iv) a statement of the status of any pending litigation or judgments to which the Council is a party;
  - (v) a detailed description of the insurance coverage provided by the Council including a statement as to which of the items referred to in Iowa Code §499B.2.5 are insured by the Council; and
  - (vi) a statement of the total past due assessments on all Units, which statement shall be current as of not more than sixty (60) days prior to the annual meeting.
- (d) as more fully provided in the Declaration, to:
  - (i) fix the amount of the annual assessment against each Unit at least thirty (30) days in advance of each annual assessment period in accordance with the Declaration;
  - (ii) send written notice of each assessment to every Owner subject thereto at least thirty (30) days in advance of each annual assessment period; and

- (iii) foreclose the lien against the property for which assessments are not paid within thirty (30) days after the due date, or to bring an action at law against the Owner personally obligated to pay the same;
- (e) issue, or cause an appropriate officer to issue, upon demand by any person, a certificate setting forth whether or not any assessment has been paid. A reasonable charge may be made by the Council for the issuance of these certificates. If a certificate states an assessment has been paid, such certificate shall be conclusive evidence of such payment;
- (f) procure and maintain adequate liability and hazard insurance in accordance with the Declaration;
- (g) cause to be maintained all Common Elements; and
- (h) in general, to carry on the administration of the B&C Condominium Property and, where applicable, the Condominium Project, and to do all of those things necessary and reasonable in order to carry out the same.

5.3 Reserve Fund. After consideration of the future requirements for exterior and interior maintenance, the Council shall have the power and authority to levy, as part of the annual assessment or as a special assessment, such sums of money as they shall determine necessary to provide for the payment of maintenance and replacement of all Common Elements and Limited Common Elements that the Council is obligated to maintain, repair or replace. Such monies shall be credited to an appropriate account on the books of the Council with the designation "Reserve Funds."

5.4 Investment of Reserve Fund. The Council shall cause the Reserve Funds to be invested in certificates of deposit, savings accounts, U.S. government bonds or investment-grade state or municipal bonds or other investments approved by all of the investors.

5.5 Use of Reserve Fund. The Council shall use the reserve fund to comply with its obligations under the Declaration and Iowa Statutes.

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## ARTICLE 6. Officers

---

6.1 Enumeration of Officers. The officers of this Council shall be a President, a Vice President, a Secretary, and a Treasurer, who shall at all times be directors. Any person may hold two or more offices, except that the offices of President and Vice President shall be held by different persons. The Council shall, from time to time, elect such other officers and designate their powers and duties as the Council shall find to be required to manage the affairs of the Council.

6.2 Election of Officers. The election of officers shall take place at the first meeting of the Council following each annual meeting of the Members.

6.3 Term. The officers of this Council shall be elected annually by the Board of Directors and each shall hold office for one (1) year unless the officer shall sooner resign, or shall be removed, or is otherwise disqualified to serve.

6.4 Resignation and Removal. Any officer may be removed from office with cause by the Council. Any officer may resign at any time by giving written notice to the Council, 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.

6.5 Vacancies. A vacancy in any office shall be filled by election by the Council. The officer elected to such vacancy shall serve for the remainder of the term of the officer being replaced.

6.6 Duties. The duties of the officers are as follows:

6.6.1 President. The President shall be the chief executive officer of the Council. The President shall have all of the powers and duties which are usually vested in the office of the president of a corporation, including, but not limited to, the duty to preside at all meetings of directors and Members, and the general supervision over other officers and the affairs of the Council. The President shall execute all contracts, agreements and obligations of the Council except as such authority may be otherwise delegated by resolution of the Council.

6.6.2 Vice President. The Vice President shall, in the absence or disability of the President, exercise the powers and perform the duties of the President. The Vice President also shall assist the president and exercise such other powers and perform such other duties as shall be prescribed by the directors.

6.6.3 Secretary. The Secretary shall keep the minutes of all proceedings of the directors and the Members and attend to the giving and serving of all notices to the Members and directors and other notices required by law. The Secretary shall keep the records of the Council, and shall perform all other duties incident to the office of a secretary of a corporation and as may be required by the directors or the president.

6.6.4 Treasurer. The Treasurer shall have custody of all intangible property of the Council, including funds, securities and evidences of indebtedness; and shall keep the assessment rolls and accounts of the Members, shall keep the books of the Council in accordance with good accounting practices and shall submit them together with all vouchers, receipts, records and other papers to the directors for their examination and approval as often as they may require. The treasurer shall deposit all monies and other valuable effects in the name of or to the credit of the Council in such depositories as may be designated by the

Council, shall disburse the funds of the Council as ordered by the Council, and shall perform all other duties incident to the office of a treasurer of a corporation. If a managing agent or manager be employed, the Council may designate some or all of the foregoing functions to be entrusted to said agent or manager, subject to bonding and subject to oversight and control by the treasurer.

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**ARTICLE 7.**  
**Fiscal Management**

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7.1 Property Held for Members' Benefit. All funds and the titles of all properties acquired by the Council, and the proceeds thereof, after deducting therefrom the costs incurred by the Council in acquiring the same, shall be held for the benefit of the Members for the purposes stated in the Declaration and herein.

7.2 Depository. The depository of the Council shall be such financial institutions as shall be designated from time to time by the directors and in which the monies of the Council shall be deposited. Withdrawal of monies from such accounts shall be only by instruments signed by persons as are authorized by the directors.

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**ARTICLE 8.**  
**Assessments**

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Unless otherwise specified, the term "Assessments" includes annual and special assessments determined in accordance with the Declaration, which are secured by a continuing lien upon the property against which the assessment is made and are the personal obligation of the Owner of the Unit. All assessments shall be levied and collected in accordance with the Declaration.

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**ARTICLE 9.**  
**Maintenance and Alterations by the Members**

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Members shall perform their responsibilities in such manner as not to disturb other Members; shall not impair any easement affecting the Condominium Project; shall comply with the Rules and Regulations, Bylaws and Declaration; and shall promptly report to the Council any defect or need for repairs.

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**ARTICLE 10.**  
**Limitation on Contract Duration**

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No contract, lease, management contract or employment contract, which is directly or indirectly made by or on behalf of the Council, shall be entered into for a period exceeding two (2) years. Any contract providing for services by Declarant or any affiliate of Declarant shall provide for termination by either party without cause or payment of a termination fee, on ninety (90) days or less prior written notice.

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**ARTICLE 11.**  
**Litigation**

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The Council may institute, defend, or intervene in litigation or administrative proceedings in its own name on matters affecting the General Common Elements B&C and General Common Elements Woodland West, subject to the requirements in the Declaration.

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**ARTICLE 12.**  
**Books and Records**

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The books, records and papers of the Council shall at all times, during reasonable business hours, be available for inspection by any Member or to any mortgagee, insurer or guarantor upon request to the secretary of the Council.

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**ARTICLE 13.**  
**Corporate Seal**

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The Council shall not have a corporate seal.

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**ARTICLE 14.**  
**Amendments**

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The Council shall have the right to propose an amendment to the Bylaws by a resolution setting forth the proposed amendment or amendments. Such amendment(s) shall be submitted for adoption at a meeting of the Members. Notice of the meeting of the Members shall be given to all Members and shall state the purpose of the meeting and give details of the proposed amendment(s). The amendment(s) shall be approved and adopted by a vote of Members holding at least fifty percent (50%) of the total voting power of the Council. In the case of any conflict between the Declaration and these Bylaws, the Declaration shall control.

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**ARTICLE 15.**  
**Fiscal Year**

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The fiscal year of the Council shall begin on the 1st day of January and end on the 31st day of December in each year, except that the first fiscal year shall begin on the date of incorporation.

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**ARTICLE 16.**  
**Severability**

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Invalidation of any one of these Bylaws by judgment of court order shall in no way affect any other provision which shall remain in full force and effect.

## EXHIBIT I

### PROPERTY MANAGEMENT AGREEMENT

## MANAGEMENT CONTRACT

This Management Contract ("Agreement") made this \_\_\_\_\_ day of February, 2011 by and between Woodland West B&C Condominium Association (the "Association") and Newbury Management Company ("Agent").

In consideration of the terms, conditions and covenants hereinafter set forth, the parties hereto mutually agree as follows:

#### ARTICLE I

**SCOPE OF WORK:** Agent agrees to the work described in Exhibit A ("Services") for the charges as set forth in Article III. This agreement constitutes the sole agreement between the parties hereto and embodies all prior agreements and negotiations, and there are no other agreements of any kind, oral or written, except as contained herein.

#### ARTICLE II

**TERM:** The term of this Agreement shall be for a period of THREE (3) years commencing on February \_\_\_\_, 2011 ("Commencement Date") and terminating on February \_\_\_\_, 2014 ("Termination Date") This Agreement shall be terminable by the Association or Agent on Sixty (60) days written notice after the Termination Date without cause and without the imposition of any penalty or termination fee after and shall be terminable for cause after the Termination Date by the Association on Thirty (30) days written notice. Upon cancellation the Agent shall adjust the final billing to reflect unpaid labor and material costs. The time of performance of any portion of the obligations of the Agreement shall be of the essence, subject only to delay caused by or contributed to by act or neglect of the Association, its agents or employees, labor disputes, fire, unavoidable casualties, Acts of God, or by action or non-action of the public utilities or of local, state or federal government affecting the progress of said work. Upon termination of the Agreement, Agent agrees to forthwith return all books and records to the Association.

#### ARTICLE III

**AGENT'S COMPENSATION:** The monthly compensation which the Agent shall be entitled to receive for all services performed under this Agreement shall be a fee computed and payable monthly in an amount of \$0.00 per completed unit per month until the Termination Date only. After the Termination Date, should the Association desire the Agent to continue to provide the Services then the parties shall enter into a new management contract, which contract shall supersede the terms and conditions contained in this Agreement. In addition to the basic contract rate as set forth above,

additional charges shall be made as follows:

1. Materials furnished to perform the Services as set forth in Exhibit A shall be billed to the Association; including copy cost, postage, stationery, etc.

#### ARTICLE IV

**CHANGES IN WORK:** The Association, without invalidating the Agreement, may order in writing extra work or make changes by altering or adding to, but not deducting from the work described in Article I. All additional work shall be performed pursuant to mutual agreement. The Agent shall be granted an extension of time to perform the work described in Exhibit A equal to the time required to perform any additional work. Additions to the Agreement shall be ordered in writing. All such writing shall be executed on behalf of the Association by its designated representative.

#### ARTICLE V

**INSURANCE:** The Agent shall fully insure itself against any and all liability which it may have under the Worker's Compensation Law, general liability and automobile liability coverage. The Agent shall provide proof of insurance for employee dishonesty coverage, in the amount of One hundred fifty thousand dollars (\$150,000). The cost of such coverage shall be an expense of the Agent.

#### ARTICLE VI

It is agreed between the parties that the Agent shall not be liable for any negligent act or omission on his part or the part of any of his agents or representatives, except that the Agent shall be liable for any of his acts or the acts of his employees constituting gross negligence.

- a. The Association shall pay all expenses incurred by the Agent, including, without limitation, attorney's fees for counsel employed to represent the Agent or the Association in any proceedings or suit involving an alleged violation by the Association, the Board of Directors or both, of any constitutional provision, statute, ordinance, law or regulation of any governmental body pertaining to environmental protection, or fair employment including without limitation, those prohibiting or making illegal discrimination on the basis of race, creed, color, religion, or national origin in connection with employment practices, where the alleged violation regarding fair employment is the result of action taken at the direction of the Board contrary to the recommendation of the Agent. Nothing herein contained shall require the Agent to employ counsel to represent the Association in any such proceedings or suit.

- b. The Association shall indemnify, defend and save the Agent harmless from all claims, investigations, and suits with respect to any alleged or actual violation of state or federal labor laws where the alleged or actual violation is the result of action taken at the direction of the Board. The Association's obligation under this Paragraph shall include the payment of all settlements, judgments, damages, liquidated damages, penalties, forfeitures, back pay awards, court costs, litigation expenses and attorney's fees.
- c. Except as shall arise in any manner from any fraud, misrepresentation, negligence or other tortuous conduct on the part of the Agent, its employees and or agents, and except for any criminal fine or award punitive damages, claims or liabilities whatsoever (including court costs and attorney's fees) arising from or with respect to the management and operational activities to be performed by the Agent under this agreement or arising in, about, or in connection with, the Association's property, incurred by the Agent by reason of the performance of any instructions, written or oral, received from the Board.
- d. The provisions of subsections of the Section VI shall survive any termination of the parties' contractual relationship pursuant to this agreement.

#### ARTICLE VII

**ASSIGNMENT:** The privileges and benefits of the Agreement shall extend to the successors and assigns of the parties.

#### ARTICLE VIII

**TITLE:** Title or articles used in the Agreement are solely for the convenience of those examining it and are not to be resorted to as aids in construction or interpretation.

#### ARTICLE IX

**COMPLIANCE:** The Agent has no responsibility for the compliance of the Association, the Community, or any of its equipment with the requirements of any ordinances, laws, rules, or regulations (including those related to the disposal of solid, liquid, and gaseous wastes) of the City, County, State, or Federal Government, or any public authority or official thereof having jurisdiction over it, except to the best of its ability to advise the Board of any such requirement as to which it has knowledge and to notify the Board promptly of, or forward to the Board promptly any complaints, warnings, notices or summons received by it relating to such matters. The Association represents that to the best of its knowledge the Association is in compliance with all



such requirements and authorizes the Agent to disclose the ownership of the Association to any such official, and agrees to indemnify and hold harmless the Agent, its representatives, employees, and/or from all loss, cost, expense, and liability whatsoever which may be imposed on them by reason of any present or future violation or alleged violation of such laws, ordinances, rules or regulations.

ARTICLE X

Notices under this Agreement shall be served on the parties by registered mail at the following addresses:

AGENT: Newbury Management Company  
3408 Woodland Avenue, Suite 504  
West Des Moines, IA 50266

ASSOCIATION: Woodland West B&C Condominium Association

\_\_\_\_\_  
\_\_\_\_\_

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first written above.

Woodland West B&C Condominium Association

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Newbury Management Company

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

## EXHIBIT A

### ADMINISTRATIVE SERVICES

1. Newbury Management Company will function as the communication center for the Association, acting as a liaison between the Association member and the Board of Directors. Calls relative to management responsibilities will be answered by office staff during normal business hours and by mobile phone during evenings, weekends and holidays.
2. Initiate and respond to correspondence as appropriate.
3. Assist in the administration of the Rules and Regulations.
4. Maintain the records of the Association including, but not limited to, all legal documents, construction plans, meeting minutes, annual reports, financial reports, contracts and insurance policies/certificates. These reports shall remain the property of the Association and shall be open to inspection by the Board of Directors or their designee during normal business hours.
5. Prepare updated homeowners list as necessary.
6. Prepare other reports for the Association as so directed and agreed upon.
7. Attend monthly, quarterly, or annual Board meetings as necessary.
8. Coordinate homeowner requests for changes to his property subject to Board approval.

### FINANCIAL SERVICES

1. Prepare and distribute invoices to all Association members for Association assessments.
2. Receive funds on behalf of the Association and deposit all funds collected to a bank account designated by the Board of Directors.
3. Administer the collection policies of the Association to include assignment and assessment of late fees, preparation and distribution of collection letters and the coordination of legal actions with the Association's attorney.

4. Prepare and provide monthly financial reports to include: Balance sheet, income/expense report, cash disbursements and accounts receivable. Operating statements shall include actual and budgeted amounts on a current and year-to-date basis with provisions for variances noted.
5. Prepare checks for Association invoices.
6. Oversee replacement reserves for street repairs, capital improvements and future exterior maintenance items.
7. Cooperate with and provide records as necessary for the CPA/Accountant who has been designated by the Board of Directors to perform the annual audit/review of the Association records and prepare the Federal and State tax forms. Deliver quarterly financial statements to the Board of the Association, which quarterly financial statement shall include a detailed report of expenditures.

#### MAINTENANCE SERVICES

1. Perform regular on-site inspection of the Association property.
2. Solicit bids for routine services and major repairs as required.
3. Monitor the performance of contract services as necessary to assure satisfactory performance.
4. Provide detailed reports of all maintenance charges. This would include both outside vendors and Newbury Management Company maintenance employees.
5. Recommend to Board preventive maintenance and capital improvement items as appropriate.
6. Identify maintenance services to include:
  - lawn care
  - irrigation
  - landscaping care
  - maintenance of private street system
  - snow removal
  - exterior maintenance on individual units
7. Emergency response as appropriate.

**EXHIBIT J**  
**WORK**

## EXHIBIT J

### BUILDINGS B AND C REHAB BUDGET

#### Siding

60 sq. including point.

Not including off sets.

Assumes siding replacement above end entries.

#### Deck repair

Parapets inclusive of ice and water on the exterior sheeting, exterior sheeting repair, roof repair for return wall only, coping, sistering, roof sheeting repair, new epdm, asphalt shingle tie in, mech, curbing, new drains.

Soffit replacement 1000 lf

#### Gutter replacement.

Misc substrate repair. Included brick mould on third floor windows.

Sub fascia

#### Flatwork

South sidewalk of Building C

North sidewalk on Building C Removed for stoop replacement

North side of A to South side of B

South sidewalk of Building B

Buttered stoop step north side of C

Trash enclosure apron

3 stoop caps Buttered edges.

8 Garden patios Pavers not figured due to absence of drainage tile.

8 walk out patios

Pricing includes tear out.

#### Site

Spills

Rework Trash enclosure

Landscaping

Lighting

#### Asphalt

Overlay

C & G

Engineering

Contingency

No repair of existing asphalt included except at garages F and G associated with tear-out.

#### Garage(s)

Asphalt demolition

#### Footings and foundations

Garden walls

Stoop walls

Deck footings

Contingency

#### Demolition

Light bases

#### Interior Repaint

NO LONGER INCLUDED IN BUDGET.

#### Miscellaneous

Contingency

Disposal

General

**EXHIBIT K**  
**ASSOCIATION DUES**

EXHIBIT K-1

CONDO EXPENSE DETAIL

12-31-10	HOA Actual	Basis for Pro Forma Assumption	Pro Forma Amount	Per Month	Unit Basis	Per Unit Per Mo.	Yr Savings (NMC Keeps)	Comment
<b>B&amp;C Condo Expenses (48 Units)</b>								
63400	Legal Expenses	Assume no change	\$1,507	\$126	48	\$31		
63900	Misc Admin	Assume no change	\$73	\$6	48	\$2		
64100	Postage	Assume no change	\$47	\$4	48	\$1		
64500	Electric	Subtract \$500 pool usage	\$7,984	\$622	48	\$156		
64501	Electric-Vacant/Rehab	Assume no change	\$121	\$10	48	\$3		
64610	Water/Sewer	Use December actual * 12	\$17,180	\$1,242	48	\$311	\$26	
64520	Gas	Assume no change	\$5,549	\$462	48	\$116	\$10	
64521	Gas-Vacant/Rehab	Assume no change	\$129	\$11	48	\$3	\$0	
64620	Exterminating	Assume no change	\$1,038	\$87	48	\$22	\$2	
64850	Bad Debt Expense	Relates to KLC management	\$0	\$0	48	\$0	\$0	
64950	Security	Assume no change	\$6,264	\$522	48	\$131	\$11	
65410	Repair Materials	Assume no change	\$2,704	\$225	48	\$56	\$5	
65420	Repairs Contract	Assume \$100/unit/year	\$4,900	\$400	48	\$100	\$8	
65430	Repairs-Extraordinary	Handled via special assessment	\$0	\$0	48	\$0	\$0	
66440	Carpet Replacement	Handled via special assessment	\$0	\$0	48	\$0	\$0	
65610	Common Area Laundry	Assume no change	\$986	\$82	48	\$21	\$2	
65620	Common Area Cleaning	Assume no change	\$4,815	\$401	48	\$100	\$8	
	<b>SUB-TOTAL B&amp;C Expenses</b>		\$40,401	\$4,200	48	\$88	\$7,504	
<b>B&amp;C + A&amp;D Condo Expenses (96 Units)</b>								
64500	Audit of HOA Books	Assume \$1500/yr	\$1,200	\$100	96	\$13		
64700	Garbage & Trash	Pool usage runs \$150/mo * 3 mos	\$500	\$42	96	\$5		
65100	Snow Removal	Guestimate, with revised enclosures	\$15,000	\$1,250	96	\$166		
65210	Pool Maint & Supplies	Assume no change	\$17,346	\$1,446	96	\$181		
65220	Grounds Supplies	Assume fewer repairs	\$12,000	\$1,000	96	\$126	\$10	
65220	Grounds Contract	Assume no change	\$56	\$5	96	\$1	\$0	
71200	Parking lot cleaning	Assume no change	\$7,877	\$566	96	\$82	\$7	
	Insurance	Per new quote	\$25,000	\$1,958	96	\$16	\$10,000	
	<b>SUB-TOTAL B&amp;C + A&amp;D Condo Expenses</b>		\$77,479	\$6,457	96	\$229	\$12,775	
<b>COMBINED CONDO EXPENSES FOR ALL B&amp;C UNITS</b>								
							\$165	100%
							\$20,279	



**EXHIBIT K-2**  
**CONDO DUES AND BUDGET**  
**(FEB 2011 - JAN 2012)**

	1 Feb 2011	2 Mar 2011	3 Apr 2011	4 May 2011	5 Jun 2011	6 Jul 2011	7 Aug 2011	8 Sep 2011	9 Oct 2011	10 Nov 2011	11 Dec 2011	12 Jan 2012	TOTAL
<b>DUES ALLOCATION</b>													
Dues	\$75	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	
Dues for 30 Owner-Occupants													
Dues Discount	\$0	(\$80)	(\$80)	(\$80)	(\$70)	(\$80)	(\$80)	(\$40)	(\$30)	(\$20)	(\$10)	\$0	
Net Dues per Unit	\$75	\$75	\$75	\$75	\$85	\$95	\$105	\$115	\$125	\$135	\$145	\$155	\$1,260
Allocation to B&C Specific Expenses Dues/Unit for B&C Specific Expenses	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	\$712
\$42	\$42	\$42	\$42	\$48	\$54	\$59	\$65	\$71	\$76	\$82	\$88	\$88	\$712
Allocation to B&C + A&D Group Expenses Dues/Unit for B&C + A&D Group Expenses	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	\$548
\$33	\$33	\$33	\$33	\$37	\$41	\$46	\$50	\$54	\$59	\$63	\$67	\$67	\$548
Dues for 18 Newbury Units													
Undiscounted Dues per Unit	\$75	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$155	\$1,780
Allocation to B&C Specific Expenses Dues/Unit for B&C Specific Expenses	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	57%	\$1,008
\$42	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$1,008
Allocation to B&C + A&D Group Expenses Dues/Unit for B&C + A&D Group Expenses	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	43%	\$774
\$33	\$87	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$774
<b>B&amp;C BUDGET</b>													
Revenue from Owner-Occupants													
Units	30	30	30	30	30	30	30	30	30	30	30	30	
Dues/Unit	\$42	\$42	\$42	\$42	\$48	\$54	\$59	\$65	\$71	\$76	\$82	\$88	
Revenues	\$1,272	\$1,272	\$1,272	\$1,272	\$1,442	\$1,611	\$1,781	\$1,951	\$2,120	\$2,290	\$2,460	\$2,629	\$21,373
Revenue from Newbury Units													
Units	18	18	18	18	18	18	18	18	18	18	18	18	
Dues/Unit	\$42	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	\$88	
Revenues	\$763	\$1,577	\$1,577	\$1,577	\$1,577	\$1,577	\$1,577	\$1,577	\$1,577	\$1,577	\$1,577	\$1,577	\$18,116
Total Revenues	\$2,035	\$2,850	\$2,850	\$2,850	\$3,019	\$3,189	\$3,359	\$3,528	\$3,698	\$3,867	\$4,037	\$4,207	\$39,489
Expenses	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$4,200	\$50,401
Surplus or (Newbury Subsidy)	(\$2,165)	(\$1,350)	(\$1,350)	(\$1,350)	(\$1,181)	(\$1,011)	(\$842)	(\$672)	(\$502)	(\$333)	(\$163)	\$7	(\$10,913)
<b>GROUP BUDGET: B&amp;C + A&amp;D</b>													
Revenue from Owner-Occupants in B&C													
Units	30	30	30	30	30	30	30	30	30	30	30	30	
Dues/Unit	\$33	\$33	\$33	\$33	\$37	\$41	\$46	\$50	\$54	\$59	\$63	\$67	
Revenues	\$978	\$978	\$978	\$978	\$1,108	\$1,239	\$1,369	\$1,499	\$1,630	\$1,760	\$1,890	\$2,021	\$16,427
Revenue from Newbury Units in B&C													
Units	18	18	18	18	18	18	18	18	18	18	18	18	
Dues/Unit	\$33	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	
Revenues	\$587	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$1,213	\$13,824
Revenue from Newbury Units in A&D													
Units	48	48	48	48	48	48	48	48	48	48	48	48	
Dues/Unit	\$33	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	\$67	
Revenues	\$1,565	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$37,131
Total Revenues	\$3,129	\$5,424	\$5,424	\$5,424	\$5,554	\$5,684	\$5,815	\$5,945	\$6,076	\$6,206	\$6,336	\$6,467	\$67,483
Expenses	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$6,457	\$77,479
Surplus or (Newbury Subsidy)	(\$3,328)	(\$1,033)	(\$1,033)	(\$1,033)	(\$903)	(\$772)	(\$642)	(\$511)	(\$381)	(\$251)	(\$120)	\$10	(\$9,996)
<b>FUNDS REQUIRED FROM NEWBURY</b>													
Subsidy of B&C Budget	\$2,165	\$1,350	\$1,350	\$1,350	\$1,181	\$1,011	\$842	\$672	\$502	\$333	\$163	\$0	\$10,919
Group Dues for A&D Units	\$1,665	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$3,233	\$37,131
Subsidy of Group Budget	\$3,328	\$1,033	\$1,033	\$1,033	\$903	\$772	\$642	\$511	\$381	\$251	\$120	\$0	\$10,055
Sub-Total	\$7,057	\$5,617	\$5,617	\$5,617	\$5,617	\$5,017	\$4,717	\$4,417	\$4,117	\$3,817	\$3,517	\$3,233	\$38,057
Less: Const'n Year Savings - Condo Exps	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$1,690)	(\$20,279)
Net Funds Needed from Newbury	\$5,367	\$3,927	\$3,927	\$3,927	\$3,927	\$3,327	\$3,027	\$2,727	\$2,427	\$2,127	\$1,827	\$1,543	\$37,777