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DECLARATION OF SUBMISSION  
OF PROPERTY TO  
HORIZONTAL PROPERTY REGIME  
FOR

PYPER GARDENS  
CONDOMINIUM, COUNCIL BLUFFS, IOWA

STATE OF IOWA, Pottawattamie County  
Filed for record this 27th day of September  
1982 at 4:30 PM and recorded  
in book 82 page 6167  
Wilma Larson  
Recorder

The undersigned, J. F. DUGGAN CONSTRUCTION, INC., a corporation, herein referred to as "DEVELOPER", as the sole owner of the real estate hereinafter described, do, by these presents, express its desire to submit said real estate and the improvements thereon to the horizontal property regime established by the Horizontal Property Act, Chapter 499B, 1981 Code of Iowa, to be known as PYPER GARDENS, Council Bluffs, Iowa, and do hereby establish a horizontal property regime with respect to said real estate and improvements thereon, the same to take effect when filed for record in the Office of the County Recorder in and for Pottawattamie County, Iowa.

ARTICLE I

Purposes and Definitions

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

2. Definitions. The terms employed shall have the meaning defined in Chapter 499B, 1981 Code of Iowa; unless the context or more particular provisions of any condominium document require a different meaning. Certain terms are used as follows:

- (a) Plural and Gender. All words and phrases shall be taken to include the singular or plural according to the context and to include the female, male or neuter gender as may be applicable.
- (b) Successors. Reference is to developers, co-owners, or to any entity or association, shall include the respective successors, grantees and assigns thereof.
- (c) Tense. Upon the effective date of this Declaration use of the present tense shall include the future tense and use of the future tense shall include the past or present tense where the subject matter referred to relates to completion of an improvement or development that has not been or already has been completed as the case may be.



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- (d) Apartment or Unit. The terms "apartment" or "condominium apartment" or "apartment unit" or "condominium unit" are all used interchangeably throughout this Declaration means one or more rooms occupying all or part of a floor in the building which is to be used as a residence. An "apartment" or "unit" also means generally an area enclosed by walls and floors and including and defying by such walls which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.
- (e) Garage Units. Six garage buildings will be separate from the main condominium building. Each garage unit will consist of two stalls suitable for the storage of two present-day automobiles. The Co-owners of each condominium apartment or unit will also own a garage unit as being an appurtenance thereto.
- (f) Co-owner. Co-owner means a person, corporation, or other legal entity capable of holding or owning any interest in real property who owns all or an interest in an apartment within the building.
- (g) Council of Co-owners. Council of Co-owners means all of the co-owners of the building. The business and affairs of the council of co-owners may be conducted by organizing a corporation not for pecuniary profit of which the co-owners are members, or shall mean all of the owners of the condominium units acting as a group in accordance with the bylaws and declaration.
- (h) Condominium Documents. This declaration and all exhibits attached hereto shall constitute the condominium documents.
- (i) Condominium Property. The term condominium property or the property includes all the property, real, personal, or mixed, submitted to the regime other than the sole personal property of developer or any owner.

## ARTICLE II

### Description of Land

1. LAND. The land hereby submitted to the Horizontal Property Regime is situated in Council Bluffs, Pottawattamie County, Iowa, and is legally described as follows, to-wit:

Lots 7, 8 and 9, Block 1, in John  
Johnson's Addition to Council Bluffs, Iowa.

2. SURVEY. A duly certified plat of survey and legal description is attached hereto, marked Exhibit "A" and made a part hereof. Also reflected thereon is a site or plot plat of said



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legal description showing the apartment unit building and garage buildings constructed or to be constructed thereon and showing graphically the location of certain common elements hereinafter referred to.

## ARTICLE III

### Description of Buildings and Project

The project includes seven unconnected structures described as follows:

1. Apartment Unit Building. A two story building with six apartment units. Each apartment will have two stories and a basement and will contain approximately 1600 square feet and five (5) rooms. The structure will consist of poured concrete flooring, concrete block foundations, conventional wood frame construction, brick veneer, shet rock and plywood paneling. Each apartment will also contain one (1) stairway.

2. Garage Unit Buildings. Six one story buildings will be constructed on lots separated from the structure containing apartment units. Each garage unit will be suitable for the storage of two present-day automobiles. These structures shall consist of wood frame and concrete block construction.

## ARTICLE IV

### Identification of Apartment Units and Garage Units

1. Apartment Units. The number of each unit or apartment identified by a "unit" number, its location, area, number of rooms and the immediate common areas to which it has access, are shown on Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

2. Garage Units. The garage units are identified by being numbered 1 through 6 inclusive. and their location, area, and immediate common areas to which it has access are shown on Exhibit "A" attached hereto and made a part hereof as if fully set forth herein.

## ARTICLE V

### Common Elements

1. General Common Elements. General common elements shall mean and include:



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- (a) The real estate described above.
- (b) The site improvements to the land include the foundations, floors, exterior walls of each apartment, and of the buildings, ceilings and roofs, halls, hall stairways, and hallway entrances and exits. In general, all devices or installations existing for the use of all of the individual apartment of unit owners. Also included as a general common element are compartments or installments of central services for public utilities and common heating, lighting and cooling fixtures.

## 2. Limited Common Elements. Limited Common Elements shall

mean:

- (a) Any limited common elements as defined by law.
- (b) All sewer, water, television or other utility or service lines or facilities or limited elements as defined by law as serving only an apartment unit.
- (c) All fixtures and attachments installed during construction and contained within an apartment unit, such as furnace equipment, plumbing and water fixtures, are limited common elements for the exclusive use of such apartment unit.

## ARTICLE VI

### Common Interests

The Co-owner of each apartment or unit shall own and there shall be appurtenant thereto an undivided interest in the land and other common elements and facilities of the regime, general or limited, an undivided one-sixth (1/6) interest.

## ARTICLE VII

### Destruction

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



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## ARTICLE VIII

### Bylaws

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

## ARTICLE IX

### Miscellaneous Provisions

1. Air Space. In addition to the fee simple ownership of an apartment there shall be as an appurtenant thereto an exclusive easement for the use of the air or room space within the apartment and to the limited common elements of that apartment as the same exists from time to time or as altered or reconstructed from time to time subject to necessary and authorized easements for maintenance, repair and the like, which appurtenants shall be terminated automatically in the event of termination of the regime.

2. Possession of Common Elements. Each apartment owner, the developer, and the Council of Co-owners may use the common elements other than limited common elements for the purpose for which they are maintained, but without hindering or encroaching upon the lawful rights of other users.

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

4. Partition. The common elements shall remain undivided and not only may no apartment co-owner, but also no other person, may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all of the property from the regime pursuant to Section 499B.8, Code of Iowa, or a specific determination not to repair, reconstruct, or rebuilt with the consequence set forth in Section 499B.16 thereof.



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## ARTICLE X

### Alterations and Improvements

There shall be no alteration of the building containing the apartment units or the structures containing the garage units, nor shall there be any alterations or improvements added to the premises, lands or other common elements or facilities until 90% of the units have been sold by the developers. Thereafter no alterations or improvements shall be made or added without the question being first put to a vote at a membership meeting of the Council of Co-owners as provided by the Bylaws, and any such alterations or improvements may be done only if 75% of the voting units in existence are voted in favor thereof and if the dissenting co-owners are relieved from the cost and their share of the cost is borne by the assenting co-owners.

## ARTICLE XI

### Covenants Running With The Land

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

## ARTICLE XII

### Amendment of Declaration

Except for changing the name, PYPEN GARDENS, this Declaration may be modified or amended from time to time by a vote of the owners of not less than two-thirds (2/3) majority of all the common interests at any annual meeting or at any special meeting called for such purpose and any amendment shall be effective only upon an instrument setting forth such amendment and vote at such meeting duly certified by the President or Vice President and Secretary or Treasurer of the Council of Co-owners and duly recorded.



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## ARTICLE XIII

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

DATED this 10 day of November, 1981.

J. F. DUGGAN CONSTRUCTION, INC.

By: Jerry F. Duggan  
JERRY F. DUGGAN, President

STATE OF IOWA )

) SS.

POTTAWATTAMIE COUNTY )

On this 10 day of November, 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerry F. Duggan, to me personally known, who, being by me duly sworn, did say that he is the President of J. F. Duggan Construction, Inc., executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Jerry F. Duggan as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Donald T. Steele  
NOTARY PUBLIC



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## BYLAWS OF THE COUNCIL OF CO-OWNERS OF THE HORIZONTAL PROPERTY REGIME (CONDOMINIUM) KNOWN AS PYPER GARDENS

### ARTICLE I

#### Condominium Plan of Apartment Ownership

SECTION 1. APARTMENT OWNERSHIP. The property known as "Pyper Gardens", Council Bluffs, Iowa, is submitted to the provisions of Chapter 499B of the 1981 Code of Iowa.

SECTION 2. APPLICABILITY OF BYLAWS. The provisions of these bylaws are applicable to the property. The term "property" as used herein shall include both the land and the building or buildings located thereon.

SECTION 3. PERSONAL APPLICATION. All present or future owners, tenants, future tenants, or their employees, or any other person that might use the facilities of the condominium in any manner, are subject to the regulations set forth in these bylaws. The mere acquisition or rental of any of the apartments of the condominium or the mere act of occupancy of any of said apartments will signify that these bylaws are accepted, ratified and will be complied with.

### ARTICLE II

#### Voting, Majority of Owners, Quorum, Proxies

SECTION 1. VOTING. Voting shall be on the basis to which the owner or owners of each apartment is assigned in the Declaration.

SECTION 2. QUORUM. Except as otherwise provided in these bylaws, the presence in person or by proxy of those owners having a majority of the votes assigned in the Declaration shall constitute a quorum.

SECTION 3. PROXIES. Votes may be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

### ARTICLE III

#### Administration

SECTION 1. BOARD OF ADMINISTRATION--NUMBER AND QUALIFICATION. The affairs of the condominium shall be governed by a Board of



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Administration (hereinafter referred to as "Board"). The number of the initial Board is four (4) who shall serve until the date hereafter fixed for the expiration of their terms or until their successors are elected, and thereafter, board members shall be elected for terms of two (2) years or until successors are elected. The names and addresses of the persons who are to serve as the initial board members are as follows:

NAME	ADDRESS	EXPIRATION OF TERM
Jerry F. Duggan	3 Lawndale Drive Council Bluffs, Iowa 51501	<u>1/15/83</u>
Leland J. Lykke	53 Horizon Drive Council Bluffs, Iowa 51501	<u>1/15/83</u>
Ronald Driver	2313 Avenue I Council Bluffs, Iowa 51501	<u>1/15/83</u>
Walter W. Pyper, Jr.	838 Timbercrest Council Bluffs, Iowa 51501	<u>1/15/83</u>

A majority of the number of board members shall constitute a quorum for the transaction of business. Thereafter, the Board of Administration shall be composed of six (6) persons, all of whom shall be owners or spouses of mortgagees of apartment units, or, in the case of corporate owners or mortgagees, shall be officers, stockholders or employees of such corporations, or in the case of fiduciary owners or mortgagees, shall be the fiduciaries or officers or employees of such fiduciaries.

SECTION 2. VACANCIES. Vacancies in the Board shall be filled until the next annual meeting of the Council by the remaining members of the Board.

## ARTICLE IV

### Meetings of Council

SECTION 1. PLACE OF MEETINGS. Meetings of the Council of Co-Owners (hereinafter referred to as "Council") shall be held at the apartment of the President of the Council or such other suitable place convenient to the owners as may be designated by the President.

SECTION 2. OFFICERS. The President or Vice President and Secretary of the Board shall serve as Chairman and Secretary respectively of the Council. The Secretary shall keep a minute book wherein the actions taken by the Council shall be recorded.



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SECTION 3. ANNUAL MEETING. The first annual meeting of the Council shall be held on January 15, 1983. Thereafter, the annual meeting of the Council shall be held on the 15th day of January of each succeeding year. At such meetings vacancies and expired terms on the Board shall be filled by ballot of the owners. The owners may at the annual meeting also transact such other business of the Council as may properly come before them.

SECTION 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Council upon a petition signed by owners having a majority of the votes assigned in the Declaration being presented to the Secretary. The notice of any such special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4) vote of the owners.

SECTION 5. NOTICE OF MEETINGS. It shall be the duty of the Secretary or his designate to mail a Notice of each annual meeting or special meeting, stating the purpose thereof as well as the time and place where it is to be held, to each owner of record, at least ten (10) but not more than thirty (30) days prior to such meeting. The mailing of a notice in the manner provided in this Section shall be considered notice served.

SECTION 6. WAIVER OF NOTICE. Before or at any meeting of the Council, any owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an owner at any meeting of the Council shall be a waiver of notice by him of the time and place thereof. If all the owners are present at any meeting of the Council, no notice shall be required and any business may be transacted at such meeting.

SECTION 7. ADJOURNED MEETINGS. If any meetings of owners cannot be organized because a quorum has not attended, the owners, who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours nor more than one (1) week from the time the original meeting was called.



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## ARTICLE V

### Board of Administration

SECTION 1. POWERS AND DUTIES. The Board shall have the powers and duties necessary for the administration of all of the affairs of "Pyper Gardens" and may do all such acts and things as are not by law or by the Declaration of these bylaws prohibited.

SECTION 2. OTHER DUTIES. The Board shall be responsible for the following additional duties:

- a. the maintenance, repair, replacement, operation and surveillance of the general common elements; reconstruction of the property after casualty; the further improvement of the property; and to supplement municipal services.
- b. to carry insurance for the protection of the owners against casualty and liabilities; pay sewer use fees for the condominium; to make and amend regulations for the use of the property; and pay all water bills.
- c. to determine and collect assessments against owners and use the proceeds in the exercise of its powers; and to enforce by legal means the provisions of the Declaration and these bylaws and regulations thereunder.

SECTION 3. AGENT. The Board may employ a management agent or personnel for reasonable compensation to perform such duties as the Board shall authorize, including, but not limited to, any and all duties listed in Section 2 of this Article.

SECTION 4. FIDELITY BONDS. The Council of Board may require that any officers, agents or employees handling or responsible for owners' funds shall furnish adequate fidelity bonds. Premiums on such bonds shall be assessed to and paid by owners.

SECTION 5. CONDUCT OF BUSINESS WITHOUT A MEETING. Ordinary business and decisions and resolutions of the Board may be conducted and put into effect without a formal meeting of the Board provided the full particulars of the item of business or the decision or resolution is reduced to writing, signed by a majority of the Board, and filed with the Secretary, who shall keep said writing with the minutes of the meetings of the Board.

## ARTICLE VI

### Officers

SECTION 1. ELECTION OF OFFICERS. The officers of the Board shall be elected annually by the Board at the Annual Meeting



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to be held immediately following the annual meeting of the Council and shall hold office at the pleasure of the Council.

SECTION 2. DESIGNATION. The principal officers of the Board shall be a President, a Vice President, a Secretary, and a Treasurer, all of whom shall be elected by and be themselves members of the Board and shall serve as such officers without compensation. Any member of the Board may at the same time hold the positions of any two (2) officers, except President and Vice President. The Board may appoint an assistant treasurer, and an assistant secretary, who need not be themselves members of the Board if in the judgment of the members of the Board, they deem same to be necessary and may provide for payment of compensation to an assistant treasurer or an assistant secretary.

SECTION 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer or an assistant thereto, may be removed, either with or without cause, and his successor elected at any regular meeting of the Board, or at any special meeting of the Board called for such purpose.

SECTION 4. PRESIDENT. The President shall be the chief executive officer of the Board. He shall preside at all meetings of the Board and of the officers of the Board. He shall have all of the general powers and duties which are usually vested in the office of president of a board, including but not limited to the power to appoint committees from among the owners from time to time as he may in his discretion decide to appropriate to assist in the conduct of the affairs of the Board.

SECTION 5. VICE PRESIDENT. The Vice President shall take the place of the President and shall perform his duties whenever the President shall be absent or unable to act. If neither the President nor the Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon him by the Board.

SECTION 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and Council of Co-Owners; he shall have charge of such books and papers as the Board and Council of



Co-Owners may direct; and he shall, in general, perform all the duties incident of the office of Secretary.

SECTION 7. TREASURER. The Treasurer shall have responsibility of Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. He shall be responsible for the deposit of all moneys and other valuable effects in the name, and to the credit, of the Council in such depositories as may from time to time be designated by the Council. Expenditures of funds of the Council up to the sum of \$100.00 for any one item may be made by the Treasurer without prior approval of the Board; however, an expenditure exceeding the sum of \$100.00 must have the approval of the majority of the Board.

## ARTICLE VII

### Obligations of the Owners

SECTION 1. ASSESSMENTS. All owners are obligated to pay monthly assessments imposed by the Board to meet all property communal expenses, including liability insurance premiums and insurance premiums for casualty losses. The assessments shall be made pro rata according to the percentage assigned to the apartment in the Declaration; provided, however, increased premiums resulting from differences in the number of rooms in a unit or use of space or from additions, alterations or improvements by an owner to the owner's unit shall be added to the assessment against such unit. Such assessments may include monthly payments to a general operating reserve fund, part of which may be allocated to a reserve fund for contingencies. Each owner will voluntarily pay said monthly assessment to the Treasurer and upon failure to do so, shall be subject to the provisions of Section 2 of this Article. All owners shall pay before they become delinquent the real property taxes and special assessments which will be levied on their respective apartments under the provisions of Section 499B.11 of the 1981 Code of Iowa. All utilities except water used in each apartment shall be metered separately and the expense of said utilities shall be paid by the owner of the apartment directly to the supplier or suppliers thereof.



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## SECTION 2. MAINTENANCE AND REPAIR.

- a. every owner must perform promptly all maintenance repair work to facilities or installations serving his apartment, which if omitted would affect the property in its entirety or in a part belonging to other owners, being expressly responsible for the damages and liabilities that his failure to do so may engender.
- b. all the repairs of internal installations of each apartment such as water, lights, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories serving or belonging to the apartment shall be at the owner's expense.
- c. an owner shall reimburse the Board for any expenditures incurred in repairing or replacing any common area and facility damaged through his fault.

SECTION 3. LIEN AGAINST OWNER OF UNIT. All sums assessed by the Board but unpaid for the share of the common expenses chargeable to an apartment shall constitute a lien on such apartment prior to all other liens except only (1) tax liens on the apartment in favor of any assessing unit and special district, and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the Board or the representatives thereof, acting on behalf of the apartment owners, in like manner as a mortgage of real property. In the event of any such foreclosure, the apartment owner shall be required to pay a reasonable rental for the apartment, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Board or the representatives thereof, acting on behalf of the apartment owners, shall have the power, to bid in the apartment at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

## SECTION 4. USE OF APARTMENTS--INTERNAL CHANGES.

- a. all apartments shall be utilized for residential purposes only.
- b. an owner shall not make structural modifications or alterations in his apartment or installations located therein without previously notifying the Board in writing, through the management agent, if any, or through the President of the Board, if no management agent is employed. The Board shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.



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## SECTION 5. RIGHT OF ENTRY

- a. an owner shall grant the right of entry to the management agent or to any other person authorized by the Board in case of any emergency originating in or threatening his apartment, whether the owner is present at the time or not.
- b. an owner shall permit other owners, or their representatives, when so required, to enter his apartment for the purpose of performing installations, alterations or repairs to the mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

SECTION 6. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized herein the Board may levy in any assessment year a special assessment, applicable to that year only, for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties, including the necessary fixtures and personal property relating thereto. PROVIDED THAT any such assessment shall have the assent of three-fourths (3/4) of the votes of the Council who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

## ARTICLE VIII

### Protective Covenants and Restrictions

SECTION 1. LAND USE AND BUILDING TYPE. No owner shall use or permit his property to be used except for residential purposes. No building shall be erected, altered, placed, or permitted to remain on the premises other than one attached single-family dwelling and private garage.

SECTION 2. EASEMENTS. Easements for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these easements, no structure, planting or other material shall be permitted to remain which may damage or interfere with the installation and maintenance of utilities, or which may change the direction of flow of drainage



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channels in the easements, or which may obstruct or retard the flow of water through drainage channels in the easements. The easement area of each unit and all improvements in it shall be maintained continuously by the owner of the unit, except for the improvements for which a public authority or utility company is responsible.

An express easement is also hereby dedicated to the Association over any patio, courtyard or other exterior premises or within any dwelling unit for purpose of access for maintaining the exterior of the structure including, but not limited to, roofing, gutters, flashing, shutters and exterior or party walls.

SECTION 3. NUISANCES. No noxious or offensive activity shall be carried on upon any unit, nor shall anything be done thereon which may or may become an annoyance or nuisance to the neighborhood.

SECTION 4. SIGNS. No sign of any kind shall be displayed to the public view on any unit except a sign of not more than five (5) feet square feet advertising the property for sale, or signs used by a builder to advertise the property during the construction and marketing period.

SECTION 5. LIVESTOCK AND POULTRY. No animals, livestock or poultry of any kind shall be raised, bred, or kept on any unit, except dogs, cats, or other household pets may be kept provided that they are not kept, bred, or maintained for any commercial activity.

SECTION 6. GARBAGE AND REFUSE DISPOSAL; EXCESS MATERIALS. No unit shall be used or maintained as a dumping ground for rubbish. Trash, garbage or other waste shall not be kept except in sanitary containers. All incinerators or other equipment for the storage or disposal of such material shall be kept in a clean and sanitary condition out of public view. No excess or unused building material or materials shall be kept, stored, or otherwise maintained on any unit in a location within public view, other than for use or uses connected and contemporaneous with approved or permitted construction.

SECTION 7. MOTOR VEHICLES, BOATS, AND TRAILERS. No motor, vehicle, boat, trailer or other item shall be parked or stored for over a period of five (5) days on property of Owner or upon the Common Properties unless in the garage. No such items shall have mechanical work performed on them or be worked on in any manner and



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be left on the streets or parking area for more than a period of five (5) days at any one time within any one thirty (30) day period.

SECTION 8. EXTERIOR APPEARANCE. No owner shall affix any object to the outside of any building or in any way alter, change, or otherwise modify the appearance of any building without the express and written approval of the Board of Administration.

SECTION 9. NONDISCRIMINATION. The covenants and restrictions contained herein are in no way intended to be used or to be interpreted so as to discriminate on the basis of race, color, creed, sex or national origin.

SECTION 10. DURATION. The covenants and restrictions herein shall run with and bind the land, and shall inure to the benefit of and be enforceable by the Board, or the Owner of any land subject to this Declaration, their respective legal representatives, heirs, successors, and assigns, for a term of thirty (30) years from the date the Declaration is recorded, after which time said covenants shall be automatically extended for successive periods of ten (10) years unless an instrument signed by the then-owners of three-fourths (3/4) of the units has been recorded, agreeing to change said covenants and restrictions in whole or in part. Provided, however, that no such agreement to change shall be effective unless made and recorded three (3) years in advance of the effective date of such change and unless written notice of the proposed agreement is sent to every Owner at least thirty (30) days in advance of any action taken.

SECTION 11. NOTICES. Any notice required to be sent to any member or Owner under the provisions of this Article shall be deemed to have been properly sent when mailed, postpaid, to the last known address of the person who appears as Member or Owner on the records of the Association at the time of such mailing.

SECTION 12. ENFORCEMENT. Enforcement of these covenants and restrictions shall be by any proceeding at law or in equity against any person or persons violating or attempting to violate any covenant or restriction, either to restrain violation or recover damages, and against the land to enforce any lien created by these covenants; and failure by the Association or any Owner to enforce any covenant or restriction herein contained, shall in no event be deemed a waiver of the right to do so thereafter.



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SECTION 13. SEVERABILITY. Invalidation of any one of these covenants or restrictions by judgment or court order shall in no way affect any other provisions which shall remain in full force and effect.

## ARTICLE IX

### Amendments

Amendments to the Bylaws shall be proposed and adopted in the following manner:

(1) Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.

(2) A resolution adopting a proposed amendment must receive approval of two-thirds (2/3) of the votes of the entire membership of the Board and seventy-five percent (75%) of the total votes authorized to the owners by the Declaration. Directors and owners not present at the meetings considering the amendment may express their approval in writing.

(3) Initiation. An amendment may be proposed by either the Board or by the Council of Co-Owners, and after being proposed and approved by one of such bodies it must be approved by the other.

(4) Effective Date. An amendment when adopted shall become effective only after being recorded in the Pottawattamie County Recorder's Office.

(5) These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the Declaration of Condominium.

## ARTICLE X

### Compliance and Severability

These Bylaws are set forth to comply with the requirements of Chapter 499B of the 1981 Code of Iowa. In case any of these Bylaws conflict with the provisions of said statutes or any other rule of law, it is hereby agreed and accepted that the provisions of the statute or law will apply and Bylaws conflicting therewith shall be deemed inoperative and null and void without invalidating the remaining Bylaws.



# COMPARED

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The foregoing were adopted this 10 day of November, 1971, by the Grantor as owner of all units in Pyper Gardens as the Bylaws applicable to Pyper Gardens.

J. F. DUGGAN CONSTRUCTION, INC.

By: Jerry F. Duggan  
JERRY F. DUGGAN, President

STATE OF IOWA )  
POTTAWATTAMIE COUNTY ) SS.

On this 10 day of November, 1981, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jerry F. Duggan, to me personally known, who, being by me duly sworn, did say that he is the President of J. F. Duggan Construction, Inc., executing the within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Jerry F. Duggan as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Donald T. Steers  
NOTARY PUBLIC



