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DECLARATION OF SUBMISSION OF PROPERTY TO  
HORIZONTAL PROPERTY REGIME FOR  
TURNBRIDGE CONDOMINIUMS

Turnbridge Limited Partnership, an Iowa Limited Partnership,  
with its principal place of business in Council Bluffs, Pottawattamie County, Iowa (referred to hereinafter as DEVELOPER),  
executes this Declaration of Submission of Property to a Horizontal Property Regime to be known as TURNBRIDGE CONDOMINIUMS,  
all pursuant to Chapter 499B, Code of Iowa, entitled "Horizontal Property Act (CONDOMINIUMS)," the same to take effect when filed  
for record in the office of the Recorder of 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 improvements constructed 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 as defined in Chapter 499B, 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 or phrases shall be taken to include the singular or plural according to context and to include the male, female or neuter gender, as may be applicable.
- (b) Successors. Reference to Developer, 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 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.
- (d) Apartment or Unit. the terms "apartment" and "unit" are used interchangeably unless a different construction is specifically spelled out or required by the context. Both terms subject to the same qualification include those areas referred to as garage or storage areas which, although apartments or units, are sometimes so designated in order to identify the particular kind of apartment or unit referred to. An apartment or unit means generally an area enclosed by walls and floors and including and defined by such walls and floors which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act (Condominiums).
- (e) Garage. Designation of a garage does not imply that the same must be used for garage purposes but is done to identify the type of area referred to.

MAY 19 1988

COUNTY AUDITOR

Entered for Taxation

*Marilyn J. Drake*

STATE OF IOWA, Pottawattamie County  
Filed for record the 19th day of May 1988 at \_\_\_\_\_  
in book \_\_\_\_\_ Page 24630  
*John Scigiano* Recorder  
*Richard Bracke* Deputy

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- (f) Condominium Documents. This Declaration and all exhibits attached hereto and the Articles of Incorporation Turnbridge Homeowners Association constitute the condominium documents.
- (g) Condominium Property. The term "condominium property" or "The Property" includes all property, real, personal or mixed submitted to the regime other than the sole personal property of Developer or any owner and shall be synonymous with the term TURNBRIDGE CONDOMINIUMS.
- (h) The Property. The term "The Property" shall mean and refer to all such existing properties, and additions thereto, as are subject to this Declaration and any supplemental declaration under the provisions of Article V hereof.
- (i) Owner. Owner shall mean and refer to the record owner, whether one or more persons or entities, of the fee simple title to any unit situated upon the property but, notwithstanding any applicable theory of a mortgage, shall not mean or refer to mortgagee unless and until such mortgagee has acquired title pursuant to foreclosure or any proceeding in lieu of foreclosure.
- (j) Turnbridge Homeowners Association. An Iowa Non-Profit Corporation organized to serve as the Council of Co-owners of the apartments and common elements submitted to this regime and referred to as "The Association."

## ARTICLE II

### IDENTIFICATION OF LAND, BUILDINGS AND APARTMENTS

1. Land. The land hereby submitted to the Horizontal Property Regime is situated in Council Bluffs, Pottawattamie County, Iowa, legally described as shown in Exhibit "A" attached hereto and incorporated by reference. Also attached as Exhibit "A-2" is a site or plot plan of the legal description showing to scale the location and exterior dimensions of the buildings constructed or to be constructed thereon and showing graphically the location of certain common elements hereinafter referred to.
2. Access. Exhibit "A-1" attached hereto describes the location of a driveway easement affording access to the condominium buildings. The driveway easement has been established by a Declaration of Easement dated the 3rd day of May, 1988, and recorded in the Office of the Pottawattamie County Recorder. Exhibit "A-2" shows the common elements affording access to the buildings.
3. Apartment Buildings. The initial stage of the Turnbridge Condominiums shall consist of one apartment building, that building being designated 12-Plex A on the attached site plan shown as Exhibit "A-2" attached hereto and incorporated by reference. Plex A consists of 12 two bedroom units on three floors. The foundation plan and interior and exterior elevations are shown on Exhibits "A-3", "A-6", and "A-7", respectively, which are attached hereto and incorporated by reference.
4. Description of Apartments, Garages and Other Areas. Plex-A consists of 12 units and the specific number of bedrooms, dens, living rooms, dining rooms, kitchens, bathrooms, storage closets, patios or decks, and the interior, stairways and corridors are shown in the 1st floor plan and the second and third floor plans which are shown in Exhibits "A-4" and "A-5", respectively, which are attached hereto and incorporated by reference. The garage plans, elevations and details, are shown at Exhibit "G-1" attached hereto and incorporated by reference.

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5. Principal Materials. The principal materials of which the buildings have been or will be constructed are set forth in the aforementioned Exhibits, and in addition, the floor truss layout, roof truss layout, room, door and window schedule, plumbing layout and notes, mechanical first floor plan, mechanical second floor plan, electrical first floor plan, and second and third floor plan are all marked Exhibits "A-8", "A-9", "A-10", "P-1", "M-1", "M-2", "E-1", and "E-2", respectively, which are attached hereto and incorporated by reference. These exhibits also give in detail other specifications for the building and apartment construction, the features and equipment thereof. Optional or substitute items available during construction or subsequently in some cases may be supplied by the Developer. The presence or absence of any such optional items will in no manner affect the fractional interest in the total common elements appurtenant to that apartment. The addition of an optional item by the Developer on its own initiative or pursuant to a contract calling for the same is agreed to by all apartment owners and shall not be construed to constitute an amendment or a variation from the terms of this Declaration.

6. Plans and Architect's Certificate. There are attached as Exhibits "A-4" and "A-5" floor plans which show the common elements for said apartment building as far as practicable. The foregoing exhibits and plans are certified by Darrel Dangberg, an engineer authorized to practice in Iowa on Exhibit "C-1" attached hereto. Electrical wiring and other detailed plans, together with those attached hereto, are on file with the Developer and the architect, and in addition, each owner may receive without charge a full copy thereof from the office of the Developer.

7. Deck or Patio Unit. The deck or patio unit shown as attached to an apartment at Exhibits "A-4" or "A-5" shall constitute a limited, common element for said apartment. Said deck or patio unit shall be limited to the exclusive use of the accompanying apartment and subject to underground utility easements and easements of access to maintain the exterior of the unit. Maintenance of the deck shall be the responsibility of the owner.

8. Revisions by Developer. The Developer reserves the right to change the interior design and arrangement of all apartments and to alter the boundaries between the apartments so long as the Developer owns the apartments so altered. Any such change shall be reflected by an Amendment to this Declaration which may be executed by the Developer alone, notwithstanding the procedures for amendment described hereinafter. However, no such change shall increase the number of apartments nor alter the boundaries of the general or common elements without Amendment of this Declaration in the manner set forth hereinafter in this Declaration. If more than one apartment is altered, the Developer shall appropriately reapportion the shares in the common elements which are located to the altered apartments.

### ARTICLE III

#### DEFINITION AND DESCRIPTION OF COMMON ELEMENTS AND APARTMENTS

1. General Common Elements. The general common elements are the land described in Article II, Section 1, and all improvements, facilities and common elements as defined in Section 499B.2(4), Code of Iowa, except such land, improvements and facilities as are limited common elements, including, but without being limited thereto, the private driveway and parking areas (subject to the Developer's reserved right to construct unattached garage units and additional buildings as provided in this Declaration), landscaping and plantings, outside lighting facilities, all electrical wiring, sewer, water, television and/or other utility or service lines or facilities serving more than one apartment.

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2. Limited Common Elements. Limited common elements are common elements reserved for use of one or more apartments to the exclusion of other apartments and include:

- (1) Any limited common elements as defined by law;
- (2) Each patio adjacent to any entry level is limited to the exclusive use of the apartment or apartments having access thereto;
- (3) All private balconies opening off apartments are limited to the exclusive use of that apartment;
- (4) A sliding door set in the wall of the apartment is a limited common element for that apartment;
- (5) An overhead door is a limited common element for a garage unit or stall;
- (6) All sewer, water, television cable, or other utility or service lines or facilities are limited elements as defined by law as serving only an apartment or apartments;
- (7) All fixtures and attachments installed during construction and contained within an apartment, such as fireplaces, furnace equipment, plumbing and water fixtures, are limited common elements for the exclusive use of such apartment;
- (8) The garage building is a limited common element reserved for the exclusive use of those owners of the garage stalls or units contained therein.
- (9) Driveways leading to the apartment unit or garage stall.
- (10) Mini blinds furnished by Developer on the windows.

3. Apartments.

- (a) Each apartment shall consist of the area between the interior surfaces of its perimeter walls, including sliding doors, and between the lower surface of its ceiling and the upper surface of its slab or deck flooring, as the case may be. Each garage unit or stall shall consist of the area between the lower surface of its ceiling and the upper surface of its slab flooring and contained within its exterior dimensions. In all cases, an apartment shall include and be defined by the surfaces referred to and include all dividing walls, partitions and other materials within, not otherwise defined as common elements.

4. Design and Personality. The owners shall have a common interest in the design and layout of the buildings and grounds submitted, or to be submitted, and in the integrity and appearance of the regime as a whole, notwithstanding that they are separated. Design improvements required by the ASSOCIATION, for its functions is a common element.

### ARTICLE IV

#### FRACTIONAL INTEREST OF EACH APARTMENT IN THE COMMON ELEMENTS OF THE ENTIRE REGIME

1. Derivation of Fractional Interest. The owner of each apartment shall own, and there shall be appurtenant thereto, an undivided interest in and to land and other common elements and facilities of this regime, general or limited. The amount of

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such undivided interest shall be expressed fractionally according to the number of units constructed and submitted to this regime.

2. Ownership Units. The fractional interest of each apartment shall be further expressed in terms of "ownership units" and the fractional interest of each apartment in the common elements of the regime, both limited and general, shall be the number of ownership units appurtenant to each apartment as compared to the total number of ownership units of all apartments hereby or hereafter constructed and submitted to this regime. Each apartment shall possess one ownership unit. As presently proposed, there shall be twelve (12) ownership units.

3. Total Ownership Units and Fractional Interest of Each Apartment. The total number of ownership units pursuant to the foregoing and created by this Declaration is twelve (12) and the fractional interest of each apartment in the common elements, general and limited, of the regime is one-twelfth (1/12).

4. Effective Submission of Further Lands and Buildings. Developer reserves the right to submit additional lands and buildings to this same horizontal property regime as referred to in Article V and elsewhere in this Declaration. In such event, the fractional interest in ownership units of each apartment hereby submitted to the total general and limited common elements would be that fraction, the numerator of which is the number of ownership units hereby assigned to that apartment and the denominator of which is the total number of ownership units created by this Declaration and any supplemental declaration(s) or submissions(s).

5. For purposes of this Article IV, the term "apartment" or "apartments" shall refer only to dwelling units and shall have no reference to garages or storage areas. Ownership of garage units shall not possess any ownership units or any membership or voting rights as described in this Declaration.

6. Ownership of Garage Stalls. Each garage stall or unit owner shall be entitled to exclusive ownership and possession thereof. An owner shall be deemed to own the interior surface of party and exterior walls, floors and ceilings and doors of his garage unit; no owner may finish or decorate the interior walls, floors, and ceilings of his garage stall or erect a wall or partition without the consent of the Association's Board of Directors. There shall pass with the ownership of each garage unit as a part thereof, whether or not separately described, any and all appurtenances to such garage (whether such appurtenances are described herein or elsewhere in the condominium documents), and no garage nor any part of the appurtenant interest of any garage may be sold, transferred or otherwise disposed of except in connection with the ownership of or the sale, transfer or other disposition of an apartment or unit or all of the apartments or units within the regime.

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

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## ARTICLE V

### DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership. The Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent units to any approved person and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of units and any recreational facilities, including but not limited to the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show apartments. A sale and rental office, signs and all items and equipment pertaining to sales or rentals shall not be considered common elements and shall remain their separate property. Developer retains the right to be and remain the owner of completed but unsold apartments (including garages), and to use the same for storage, all under the same terms and conditions as other owners, including membership in the Association, save for this right to sell, rent or lease. Within sixty (60) days after closing has been held for the sale of the first unit, the Developer shall pay each unsold unit's share of the working capital fund to the owners' association. The Developer should then reimburse itself for this payment from funds collected at closing when the unsold units are sold.

2. Easements. Developer expressly reserves perpetual easements for ingress, egress and utility purposes as may be required across, over and under all common areas for expansion of the regime and connection with any future development of the land described and for the exercise of the rights of it and its successors which shall remain in effect notwithstanding any termination, destruction or sale of any condominium property.

3. Supplemental Declarations. If and as Developer determines to submit additional parcels of land to this regime, or to construct additional buildings or to construct unattached garage units, it reserves the right to execute and record supplemental declarations to such effect for the purpose of establishing the size, location and character of the further lands, buildings and apartments to be submitted. Such Supplemental Declarations, when filed for record, are and shall be automatically incorporated herein by reference and made a part thereof with like effect as though the buildings, lands and apartments had been constructed and/or submitted at the time of the execution of this Declaration. Supplemental Declarations are to be executed solely by Developer, notwithstanding the ownership of apartment units by others, and Developer shall have and exercise such right and power not only in its individual capacity but also as agent for all existing apartment owners, and each apartment owner does, therefore, irrevocably appoint Developer as his, her, or its agent for the purpose of supplementing and/or amending this Declaration, as may be required to add such additional land, buildings, apartments and facilities to this regime, and such additional construction by Developer shall in no way be deemed an interference with the use or enjoyment of owners of apartment unit or units previously constructed or occupied by them.

Such supplemental declarations shall set forth as provided in Paragraph 4 of Article IV above the number of ownership units in the common elements hereby and by such supplemental declaration(s) submitted to this regime as are appurtenant to each additional apartment. Upon such declaration taking effect, each apartment then submitted and each apartment now submitted will hold a fractional interest in the expanded common elements based upon the number of ownership units in this Declaration assigned to apartments and the number of ownership units assigned to a new apartment in any supplemental declaration as compared with the total number of ownership units created by this Declara-

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tion and by any supplemental declaration. No supplemental declaration shall affect the number of ownership units assigned to the apartments described and submitted by this instrument.

Nothing herein contained shall be construed to compel Developer to submit additional buildings or lands to this regime nor to prevent the use of any land not hereby or hereafter incorporated into this regime for such purposes as it desires and as may be otherwise lawful. In addition, there shall be no time limit in order to render a supplemental declaration valid under this article.

4. Permitted Variation in Apartment and Building Design. In connection with supplemental declarations, Developer further reserves the right to construct and submit apartment buildings and apartments of different size, design, materials, or in different number from those described and submitted hereby, provided always said apartment shall be consistent with the initial apartments in terms of quality and construction.

5. Construction of Apartments. The construction of apartments shall be in accordance with the terms of this Declaration and the plans and exhibits attached hereto, except that variations therefrom or adjustments of an insubstantial character not meaningfully prejudicial to the rights of owners of completed apartments or to the owners of such apartments being constructed is permitted and shall not constitute an amendment to this Declaration, and each owner agrees to accept his apartment in substantial compliance to such plans and exhibits.

6. Designation of Association Directors. Developer shall have the right to name all members of the Board of Directors of the ASSOCIATION who need not be owners of apartment units until the date by which all of the apartments have been constructed, submitted to this regime and sold; provided however, that Developer shall surrender and lose the right to name one director after one-third (1/3) of the apartments are constructed and sold by the Developer as part of this condominium regime, such surrender and loss shall become effective to the annual membership meeting next following the sale of one-third (1/3) of such apartments. The Developer shall further surrender an additional right to name one director after two-thirds (2/3) of the apartments have been constructed and sold by the Developer as part of this condominium regime. Such surrender and loss shall become effective as to the annual membership meeting next following the sale of two-thirds (2/3) of such apartments. Upon the sale of all apartments submitted to this condominium regime, the Developer shall surrender all authority to appoint any member of the Board of Directors of the Association.

7. Construction of Unattached Garage Units. In connection with supplemental declarations, Developer further reserves the right to construct and submit to the condominium regime additional unattached garage units, such unattached garage units to be located only upon the common area of the condominium property and not otherwise located in a utility or public access easement, all pursuant to the provisions herein; provided that any of such unattached garage units so constructed shall be for the ownership, use, occupation and enjoyment of an apartment unit of this condominium regime and not otherwise. Each such unattached garage unit constructed shall be appurtenant to the apartment for which it is constructed and to which it is assigned, and the land upon which such unattached garage is located shall no longer be a general common element. Nothing herein contained shall be construed to compel Developer to construct and submit such unattached garage units to this regime.

8. Construction of Additional Buildings. In connection with supplemental declarations, Developer further reserves the right to construct and submit to the condominium regime addition-

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all buildings containing apartments, all pursuant to the provisions of this Declaration. Nothing herein contained shall be construed to compel Developer to construct and submit such additional buildings to this regime.

9. Initial Management of the Condominium Regime. On behalf of the Association, the Developer has entered into a Management Contract with McRealty, Inc. The Management Contract is for a period of two (2) years commencing with the first day occupancy is given for an apartment unit. This contract provides that McRealty, Inc. shall provide for a monthly fee for management services including but not limited to the arrangement for and supervision of obligations of the Association such as lawn mowing and care, building maintenance, snow removal, driveway maintenance, building (structural) insurance, trash removal, common utility expenses, collection of assessments and bookkeeping. Further, the Management Contract provides that the Manager will manage the rental of each unit in the regime which is not occupied by its owner. The fee to be paid to said Manager is the obligation of the Association. The monthly assessment to be paid for each apartment to the Association shall be \$35.00 for the twelve (12) month period commencing the first day occupancy is given for an apartment.

To insure that the owners' Association will have the funds to meet unforeseen expenditures or to purchase any additional equipment or services, the manager shall establish a working fund at least equal to two months estimated common charges for each unit. Any amounts paid into this fund should not be considered as advanced payments of regular assessments. Each unit's share of the working capital fund should be collected at the time the sale of the first unit is closed, and then should be transferred to the owners' Association for deposit to a segregated fund. Within sixty (60) days after the closing, the Developer shall pay each unsold unit's share of the working capital fund to the owners' Association.

The Developer's contract with McRealty, Inc. is subject to termination by the owners' Association upon sale of 75% of the apartment units submitted to this regime. The right of termination shall not require a payment of any penalty but shall require the Association to give the manager ninety (90) days written notice of their intention to terminate the management contract.

### ARTICLE VI

#### APPURTENANCES TO AND OTHER FEATURES OF APARTMENT OWNERSHIP

1. Appurtenances. The ownership of each apartment shall include and there shall pass with each as appurtenances thereto, whether or not separately described, all of the right, title and interest of an apartment owner in the apartment and the general elements, including but not limited to:

- (a) Common Elements and Expenses. An undivided interest in and/or liability for (1) the general common elements, (2) the limited common elements appurtenant to each respective apartment, (3) common expenses and liabilities of the Association and of the Condominium Property and regime, (4) the funds and surplus, if any, of the Association. Such undivided interest and/or liability shall be identical as to each of the four aspects thereof above named and the amount of such fractional interest and/or liability shall be as determined pursuant to Article IV on the basis of the number of ownership units possessed by each apartment as compared to the total number of ownership units submitted to the regime. Such ownership units shall not be deemed to have been created or exist by a declaration alone and shall not be counted in determining the



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total number of such units and the resultant undivided interest or liability of each apartment until such apartment has been completed and is ready for occupancy, it being understood, however, that upon acquisition of ownership or completion (with respect to unsold apartments) the appurtenant ownership units shall be created and exist for such purposes irrespective of any actual occupancy or use.

- (b) Membership and Voting Rights. There shall be appurtenant to each apartment membership in the ASSOCIATION, and as many votes in the affairs of the Association and of the regime as there are ownership units appurtenant to that apartment which have been created and exist as referred to in subparagraph 1(a) of this article, provided the exercise of such voting and membership rights shall be subject to the applicable provisions of the Articles of Incorporation and the Bylaws of the Association and of the other condominium documents, including the appointment of Developer as agent for certain purposes.
- (c) Encroachment Easements. If any portion of the common elements encroaches upon any apartment, or if any apartment encroaches upon any other apartment or upon any portion of the common elements upon completion of construction, or if any such encroachment shall occur thereafter as a result of shifting or settling of the buildings or from alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements or an apartment after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the buildings, common elements and apartments exist.
- (d) Cross Easements. The appurtenances shall include easements from each apartment owner and to the Association, and from the Association to the respective apartment owners as follows:
- (1) For ingress and egress through the common areas and for maintenance, repair and replacement as authorized.
  - (2) Through the apartments and common facilities for maintenance, repair and replacement or reconstruction of common elements, but access to apartments shall be only during reasonable hours except in case of emergency.
  - (3) Every portion of an apartment contributing to the support of the apartment building is burdened with an easement of support for the benefit of all other apartments, common areas and facilities in the building.
  - (4) Through the apartments and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishings of utility or other services to the other apartments and common areas in the regime; provided however, that such easement through an apartment shall be only according to the plans and specifications for the apartment building unless approved by the apartment owner.
- (e) Air Space. In addition to the fee simple ownership of an apartment there shall be as appurtenant thereto an

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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 appurtenance shall be terminated automatically in the event of termination of the regime.

2. Ownership and Possessions; Severance. Each apartment and its appurtenances shall for all purposes, including exclusive possession thereof, be subject to the provisions of the condominium documents, and any deed, mortgage or other instruments affecting ownership of an apartment as a parcel of realty shall include, whether enumerated or not, all of the appurtenances thereto and no part of the appurtenant interest of any apartment may be sold, transferred or otherwise disposed of, except in connection with the sale, transfer or other disposition of the apartment itself or of all apartments in the regime. Nothing contained in this paragraph shall affect any personalty belonging to any individual owner which does not constitute a fixture.

3. Utilities. The water and sewer expense and the garbage and refuse expense for each building and the electrical expense for the exterior building lights, hallway lights, and outlets for such building shall be divided into equal shares, with an expense share assigned to each apartment in that building, and the owner of said apartment shall be responsible for the expense share assigned thereto.

### ARTICLE VII

#### MANAGEMENT OF THE REGIME

1. Council of Co-Owners, Membership, Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by TURNBRIDGE HOMEOWNERS ASSOCIATION, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa, which corporation is and shall constitute the Council of Co-Owners required by Section 499B.2(3) of the Iowa Code. The Articles of Incorporation were filed the 25 day of March, 1988, in the office of the Secretary of State and the 4 day of May, 1988 in Book 88, Page 23357, in the office of the Pottawattamie County Recorder. Copies of its Bylaws and Rules are attached hereto as Exhibits "B-1" and "B-2", respectively. All owners of apartments shall automatically be members of the Association and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of apartment owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association.

2. Agreement and Compliance. All owners, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of this Declaration, applicable provisions of the other condominium documents, and the Articles of Incorporation and Bylaws of the Association, and all agreements and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and/or other persons. A failure to comply with this Declaration applicable provisions of the other condominium documents, and the Articles of Incorporation and Bylaws of the Association, or any other agreement or determination thus lawfully made by the Association shall be grounds for an action to recover sums due for damages on the part of the Association, or any owner, as may be applicable, and for mandatory or other injunctive relief; and the use of any legal remedy by the Association or by any owner to enforce compliance

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shall in no event constitute a waiver of any other available remedy.

3. 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 by Chapter 504A and Chapter 499B, Code of Iowa, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on apartments for any common expenses, and the right to foreclose the lien thereof and acquire an apartment at the foreclosure sale and to hold, lease, mortgage or convey the same, but such acquisition shall be on behalf of all apartment owners, all of whom shall be deemed to have waived his right of partition with respect thereto.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an apartment owner for all assessments made by the Association may not be avoided by waiver of the use of enjoyment of any common element or any recreational facility or by abandonment of an apartment for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter an apartment as may be necessary or advisable to carry out its responsibilities.

### ARTICLE VIII

#### MAINTENANCE, ALTERATION AND IMPROVEMENT

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

- (a) "Maintenance" is generally used to include all repair, renovation, restoration, reconstruction or rebuilding as may be necessary to maintain the condominium property in the same condition as when constructed and completed by Developer;
- (b) "Alteration" relates to changes from such state other than maintenance;
- (c) "Improvement" relates generally to the addition of new structures, elements or facilities other than those referred to in this or any supplemental declaration.

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

#### 2. Maintenance by the Association.

- (a) All common elements and facilities, limited or general, shall be maintained by the Association as a common expense unless responsibility is otherwise imposed on the apartment owner as provided in this article or otherwise.
- (b) Incidental damage caused to an apartment through maintenance by the Association shall be repaired by the Association as a common expense.
- (c) If an apartment owner defaults in his responsibilities of maintenance, the Association shall assume the same as a common expense and levy a special assessment

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against the apartment, collectible as other assessments.

### 3. Maintenance by Owner.

- (a) It shall be the responsibility of each apartment owner at his own expense to maintain his apartment and garage as defined herein including the surfaces referred to and any finished or additional surfaces installed by the apartment owner, and any such personalty such as carpets, furnishings and appliances within.
- (b) Any fixtures or equipment within an apartment such as fireplaces, heating units, and plumbing fixtures which are limited common elements exclusively for the use and possession of an apartment, and any other limited common elements which are exclusively for the use and possession of one apartment, shall be maintained by the apartment owner at his expense.
- (c) The apartment owner shall likewise maintain at his expense any improvements or alterations subsequently added by him and it shall be his duty to perform said maintenance without disturbing the right of other apartment owners and to report promptly to the Association any defects or need for repairs which are the initial responsibility of the Association or as to which the Association otherwise has authority to maintain.
- (d) The common elements and facilities of the separate detached garage buildings shall be maintained as a common expense of the owners of the garage units contained therein.

4. Maintenance Involving More than One Apartment. If maintenance is required involving maintenance, repair, renovation, restoration, reconstruction or rebuilding of more than one apartment, the Association, in order to provide centralized direction, may assume responsibility therefor and provide for the same as a common expense in whole or in part, according to the circumstances; in such event, the Association shall, in accordance with the provisions of this Declaration, levy a special assessment against the apartments involved, collectible as other assessments, for the cost thereof if the Association shall determine to be other than a common expense.

5. Alteration or Improvements by Apartment Owner. No apartment owner shall make any structural alteration or exterior improvement to the apartment or any common element or facility or remove any portion thereof without the approval of the Board of Directors of the Association. Specifically, the apartment owner must obtain the approval of the Board of Directors of the Association as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by any insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. An apartment owner desiring to make such alteration must apply to the Association in writing for permission to do so and shall submit sufficient plans and specifications to enable the Association to make a full evaluation of the proposed alteration or improvement and, in any event, no such alteration or improvement shall be made unless the Association shall specifically approve the design and safety thereof, and no work by an apartment owner may be permitted which will jeopardize the soundness of the building or impair any easement. Any alteration or improvement of an apartment shall not increase the undivided interest of an owner in the common elements or the appurtenances to that apartment.

## COMPARED

6. Alteration or Improvement by the Association or All Owners. There shall be no alteration of the apartment buildings, nor further improvements added to the lands or other common elements (except such further improvements or permitted variation in apartment and building designs as are authorized to be made by the Developer in connection with the expansion of or development of the condominium regime); provided however, upon the question being put to a vote by referendum ballot or a membership meeting as provided in the Bylaws of the Association, any such alteration or improvement may be done if seventy-five percent (75%) of the voting units then in existence are voted in favor thereof. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the interest appurtenant to each apartment in the common elements, and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

### ARTICLE IX

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

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

Specific covenants of this Declaration are:

1. Apartments shall be used and occupied for single-family dwelling purposes only.
2. An apartment may be rented or leased by the owner, provided the entire apartment is rented, and the occupancy is only by the lessee and members of his immediate family. No lease shall relieve the owner as against the association and other owners from any responsibility or liability imposed by the condominium documents. Any lease or rental agreement must be in writing and be subject to the requirements of this Declaration. No unit may be leased or rented for less than six (6) months.
3. No owner of such apartment shall have power to convey, mortgage, pledge, sell or lease such apartment unless and until (a) all common charges assessed or accrued have been paid, and (b) all unpaid liens against such apartment in favor of the Association (unless waived by its Board of Directors) or individual members thereof have been satisfied.
4. No apartment owner may paint or otherwise finish or add structures or equipment to the exterior facade of the walls, or add to, enclose or screen any patio adjacent to, exterior stairway serving, or private balcony opening off an apartment.
5. The Association, acting through its Board of Directors: (a) may regulate or prohibit the ownership and use of pets, motorcycles or other power-driven equipment; (b) approve temporary structures, the same being otherwise prohibited; (c) adopt and enforce other reasonable rules, restrictions and regulations relating to the use and enjoyment of the condominium premises.

## COMPARED

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

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

8. An apartment owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his act, neglect or carelessness, or by that of his family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates resulting therefrom.

9. No trailer, camper, mobile home, motor home, watercraft or snowmobile shall be placed or parked in the private parking area or on any common area except as may be authorized in writing by the Association.

### ARTICLE X

#### AMENDMENTS

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

1. Ownership Units. The ownership units appurtenant to an apartment may be amended only by unanimous consent of all apartment owners and their mortgagees, except in the event of destruction by casualty and rebuilding the after, or obsolescence, the same may be changed and/or the procedure therefor governed by the more particular provisions of the condominium documents covering such contingencies.

2. Contracts Excepted. A lawful agreement entered into by the Association does not constitute an amendment of this Declaration, provided the same is not in conflict with this Declaration.

3. Supplemental Declarations. The submission of further property and improvements to this regime shall not be subject to the provisions of this article, except that such actions shall be effective when evidenced in writing, acknowledged as a deed and recorded in the public records of Pottawattamie County, Iowa. In addition, no other provisions of this Declaration affecting the rights of the Developer shall be subject to amendment without the written consent of the Developer, and any attempt to so amend this Declaration without such prior written consent shall be null and void.

4. General Procedure. Except as otherwise provided in this article, this Declaration may be amended other than pursuant to an amendment to the Bylaws of the Association:

- (a) By the unanimous written agreement of all apartment owners and their mortgagees; or,
- (b) By the members acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting as to which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%)

## COMPARED

of the ownership units created and outstanding. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment. Approval of the Board of Directors of the Association is not required of the amendment thus adopted.

5. Execution and Recording. An amendment pursuant to Paragraph 1 or Paragraph 4(a) of this article shall be effective when executed and acknowledged by all apartment owners and the mortgagees with the formalities of a deed and recorded in the public records of Pottawattamie County, Iowa. An amendment adopted pursuant to Paragraph 4(b) shall be effective when a certificate of its due and proper adoption and of the provisions thereof in the name of the corporation by its President or a Vice President and Secretary or an Assistant Secretary with the formalities of a deed and acknowledged as having been thus executed by authorization of the members as herein provided is recorded in the public records of Pottawattamie County, Iowa.

### ARTICLE XI

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

1. Initial Determination to Rebuild, Repair, Restore or Reconstruct. Damage to or destruction of all or any part of the condominium property shall be repaired or the same restored, rebuilt, or reconstructed, as the case may be, if fifty-one percent (51%) of the ownership interests appurtenant to the apartments submitted to this regime by this Declaration are voted in favor of such repair, restoration, rebuilding or reconstruction. If less than fifty-one percent (51%) of the ownership units are cast in favor of such actions and it is accordingly determined not to take any of such actions, the outcome of the vote taken shall automatically constitute a determination that the entire condominium property may be deemed owned in common and partitioned without an amendment to this Declaration expressly so providing. The percentage of the owners of the apartment submitted to the regime who together cast the necessary percentage of the total ownership and voting units in favor of or against any of such actions shall be the number and percentage of such owners whose vote shall be determinative of whether to rebuild, repair, restore or reconstruct all or any portion of the property or whether to deem the property to be owned in common. In the event the damage or destruction is to one apartment building only, then this Paragraph 1 and the other applicable provisions of this Article XI shall be construed to provide for the vote among those owners of the destroyed or damaged building.

2. Recall of Prior Determination. A vote and determination to repair, rebuild, restore or reconstruct made pursuant to Paragraph 1 of this article (but not a presumed determination pursuant to Paragraph 3 next following) may be recalled and superseded as follows: After the bids for the necessary work have been taken and the amount of insurance proceeds or other funds available for the work are known, if the total amount of the resulting assessment as will be required to finance the work exceeds ten percent (10%) of the pre-casualty value of the entire condominium property at the time of the casualty, then the Board of Directors of the Association shall call a special meeting of the members of the Association to consider under such circumstances whether or not the property in question shall be restored, rebuilt, repaired or reconstructed; the work shall be done only if 66-2/3% rather than 51% of the total ownership units outstanding are cast in favor of the proposed action and, if the work is not rescinded and superseded, and the entire condominium property shall be deemed to be owned in common by the apartment owners with the same effect as in the case of a negative vote pursuant to Paragraph 1 of this article.



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3. Minor Damage or Destruction. All damage or destruction of a minor character shall be repaired, rebuilt, reconstructed or restored by the Board of Directors of the Association or by an apartment owner, as applicable, without necessity of a formal vote or determination. Minor damage or destruction shall include, but not be limited to, such as can be reasonably repaired, restored, rebuilt or reconstructed within thirty (30) days after the applicable occurrence (exclusive of delays or interruptions resulting from lack of available contractors, labor, materials or funds). In the event of doubt whether damage or destruction is minor, or in any case, one-third (1/3) of the Board of Directors of the Association, or the owners of twenty-five percent (25%) of the total ownership units outstanding, may call for a special meeting or referendum for a vote and determination of whether to repair and the like pursuant to Paragraph 1 of this article, and the determination thus made shall control irrespective of whether the damage or destruction might have otherwise been treated as minor, provided in all cases, and if no formal vote and determination has been taken and made within thirty days of the damage or destruction in question, it shall be conclusively presumed and in particular for purposes of Section 499B.16 of the Code of Iowa that the Association and apartment owners have in fact determined to rebuild, repair, restore or reconstruct, as the case may be.

4. Plans and Specifications. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall be substantially in accordance with the plans and specifications or original construction, as available from the exhibits hereto and plans on file with the Architect, with such variances or exceptions as may be authorized and approved by the Association in accordance with Article VIII hereof and, further, the number of ownership units and other appurtenances to each apartment after such repair, rebuilding, restoration or reconstruction shall be the same as before.

5. Scope of this Article. The provisions of this article are intended to provide for damage or destruction resulting from an occurrence or casualty which is not to be broadly construed may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, referred to in Article VIII, and from obsolescence and condemnation as referred to in Paragraph 2 of Article XII.

## ARTICLES XII

### MISCELLANEOUS PROVISIONS

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

2. 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 of the Association, as the case may be.

3. Partition. The common elements shall remain undivided and not only may no apartment 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 rebuild with the consequence set forth in Section 499B.16 thereof.



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

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

6. Right of Entry Upon Units and Limited Common Elements. The Developer and the Association shall have the right to entry upon unit premises and limited common elements to affect emergency repairs, and reasonable right of entry thereupon to affect other repairs, improvements, replacements or maintenance deemed necessary.

7. Power to Grant Rights and Restrictions and Common Elements. The Developer and Association shall have the power to grant other rights, such as the right to grant utilities, easements, under, through or over the common elements, which rights are reasonably necessary to the ongoing development and operation of the project. Damages resulting from the exercise of any of the above rights shall be born by the Association.

8. Insurance. The Association may specify the minimum type and terms of insurance each property owner must carry on their apartment.

9. Conveyance. The undivided interest in the general and restricted common areas and facilities shall not be separated from the unit to which it appertains and shall be deemed conveyed or encumbered with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument.

10. Future Owners. All future owners, tenants, future tenants, or other person that might use the facilities of the project in any manner, are subject to the provisions of this Declaration, and the mere acquisition or rental of any of the units of the project or the mere act of occupancy of any of the units shall signify that the provisions of this Declaration are accepted and satisfied.

### ARTICLE XIII

#### FIRST LIENHOLDER'S RIGHT

1. Notice of Action. A holder, insurer or guarantor of a first mortgage, upon written request to the Council of Co-Owners (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:

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

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affects any unit on which there is a first mortgage held, insured or guaranteed by such eligible holder;

- (d) Any delinquency in the payment of assessments or charges owed by an owner of a unit subject to the mortgage of such eligible holder, insurer or guarantor, where such delinquency has continued for a period of sixty (60) days;
- (e) Any lapse, cancellation or material modification of any insurance policy maintained by the owners association.
- (f) Any proposed action that requires consent of a specified percentage of eligible mortgage holders.

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

- (a) Any restoration or repair of the condominium after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with the declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated, is obtained.
- (b) Any election to terminate the condominium regime after substantial destruction or a substantial taking in condemnation of the condominium property must require the approval of the eligible holders of the first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated.
- (c) Unless the formula for reallocation of interests in the common elements after a partial condemnation or partial destruction of the condominium project is fixed in advance by the declaration or by applicable law, no reallocation of interests in the common elements resulting from a partial condemnation or partial destruction of the condominium project may be effected without the approval of the eligible holders of the first mortgages on units to which at least 51% of the votes of units subject to mortgages held by such eligible holders are allocated.

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

IN WITNESS WHEREOF, this agreement has been duly executed by the Developer and the undersigned Interested Parties on this 9 day of May, 1988.

TURNBRIDGE LIMITED PARTNERSHIP, an  
Iowa Limited Partnership

BY: [Signature]  
A Partner

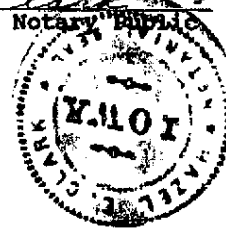
STATE OF IOWA                    )  
                                      ) SS  
POTTAWATTAMIE COUNTY        )

On this 9th day of May, 1988, before me, the undersigned, a Notary Public in and for said county and state,

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personally appeared Stephen W. Schack, to me personally known, who, being by me duly sworn did say that he is one of the partners of Turnbridge Limited Partnership, an Iowa Limited Partnership, and that said instrument was signed on behalf of the limited partnership by authority of the partners and the General Partner acknowledged the execution of said instrument to be the voluntary act and deed of said limited partnership by it and by the General Partner voluntarily executed.

Hazel E. Clark 2-18-89  
Notary Public



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## EXHIBIT "A"

### LEGAL DESCRIPTION:

A parcel of land situated in the South Half of Section 15, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa: Commencing at the Center of said Section 15 and then at the following courses and distances: Thence N 89° 28' 05" E 87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28' 05" W 87.00', Thence S 89° 59' 15" W 233.00', Thence N 0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to the true point of beginning. Said parcel of land contains 1.61 acres more or less.

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## EXHIBIT A-1

The private road is legally described as a 24 foot wide private street located in the South one-half of Section 15, Township 74 North, Range 44 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa, the centerline of said street easement being described as follows:

Beginning at a point on the Easterly R.O.W. line of South 31st Street, 27 feet South of the East-west centerline of said Section 15; thence Easterly and parallel with the East-West centerline of said Section 15 for 983 feet, thence deflecting 45° to the right (Southeasterly) for 103.24 feet to a point 100 feet South of the said East-West centerline; thence Easterly and parallel with the East-West centerline for 320 feet and terminating at a point 1376 feet Easterly from the Easterly R.O.W. line of South 31st Street.

EXHIBIT C-1  
CERTIFICATE OF ENGINEER

COMPARED

I, Darrel Dangberg, hereby certify that Exhibits "A-2", "A-3", "A-4", "A-5", "A-6", "A-7", "A-8", "A-9", "A-10", "P-1", "M-1", "M-2", "E-1", "E-2", "G-1", are copies of the plans for the building and said improvements to be located on property legally described as:

A parcel of land situated in the South Half of Section 15, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa; Commencing at the Center of said Section 15 and then at the following courses and distances: Thence N 89° 28' 05" E 87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28' 05" W 87.00', Thence S 89° 59' 15" W 233.00', Thence N 0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to the true point of beginning. Said parcel of land contains 1.61 acres more or less,

in the Horizontal Property Regime known as Turnbridge Condominiums; that said exhibits show graphically, insofar as reasonably possible, particular of the building and of the site improvements; that I am a registered engineer authorized and licensed to practice in the State of Iowa under Registration No. LS-5245.

Dated this 13<sup>th</sup> day of MAY, 1988.

Darrel Dangberg  
Darrel Dangberg



Subscribed and sworn to before me this 13 day of \_\_\_\_\_, 1988.

Richard D. Gray  
Notary Public

88 24867

BYLAWS  
OF  
TURNBRIDGE CONDOMINIUMS

I - Scope and Definitions

1. These are the Bylaws of Turnbridge Condominiums, a non-profit corporation organized under the provisions of Chapter 504A, Code of Iowa, as the Council of Co-Owners of Turnbridge Condominiums, a Condominium regime, situated in Council Bluffs, Pottawattamie County, Iowa.

2. The term "regime" means the horizontal property (condominium) regime known as Turnbridge Condominiums and situated and located on and including the following described real estate situated in Pottawattamie County, Iowa, to wit:

A parcel of land situated in the South Half of Section 15, Township 74 North, Range 44 West of the 5th Principal Meridian, Pottawattamie County, Iowa; Commencing at the Center of said Section 15 and then at the following courses and distances: Thence N 89° 28' 05" E 87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28' 05" W 87.00', Thence S 89° 59' 15" W 233.00', Thence N 0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to the true point of beginning. Said parcel of land contains 1.61 acres more or less.

which lands have been or will be submitted by lawful declaration pursuant to Chapter 499B to said horizontal property regime. As and if additional lands are submitted to the same regime, this corporation shall likewise function as the Council of Co-Owners of the entire regime as thus supplemented and enlarged.

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

4. The term "Declaration" or "Declaration of Condominium" means the Declaration of Submission of Property to a Horizontal Property Regime to be known as TURNBRIDGE, A CONDOMINIUM, as the same from time to time may be supplemented or amended as therein provided.

II - Members and Voting Rights

1. Members. Subject to the qualification set forth in Paragraph 2 below, the owners of record of an apartment or apartments lawfully submitted to the regime shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of such apartment is terminated. Developer shall be and have the right of membership with respect to completed but unsold apartments that have been submitted to the regime.

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

3. Common Ownership. If more than one person owns an interest in the same apartment, all such persons shall be members

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and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the vote entitled to be cast by the owners of that apartment shall be cast by the person named on a certificate signed by all owners or fiduciaries or other officials. If such certificate is not filed with the Board of Directors, such membership shall not be in good standing and the vote appurtenant to that apartment shall not be considered in determining a quorum or any vote or for any other purpose until this Bylaw is complied with.

4. Voting Rights. The owner of each apartment shall be entitled to as many votes on all matters to be determined by the members of the corporation, either as such or as apartment owners as contemplated in Chapter 499B, Code of Iowa, as there are ownership units appurtenant to that apartment as determined by the Declaration, including any supplements or amendments thereto, submitting the property to the regime. All votes appurtenant to an apartment shall be cast as a block and may not be divided.

### III - Membership Meeting

1. Time and Place. The annual meeting and any special meeting need not be held at the registered office of the corporation, but shall be held within Pottawattamie County, Iowa, and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the notice thereof.

2. Quorum and Procedure. At any annual or special meeting, the presence of members, in person or by proxy, holding 66-2/3 percent of the ownership units outstanding and as created by the Declaration submitting property to the regime shall constitute a quorum for the transaction of business. All action taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the ownership units represented at the meeting unless a different rule is provided by the Articles of Incorporation, the Declaration, these Bylaws or any agreement to which the Association is a party. If neither the President nor Vice President is available to preside, a chairman shall be elected.

3. Special Meetings. A special meeting of the members may be called by the President, or in the event of his absence or disability by the Vice President, or by one-third (1/3) of the directors or by such number of apartment owners as collectively own 25 percent of the ownership units outstanding.

4. Notice. It shall be the duty of the Secretary or his designate to give written notice to the members of the time and place of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 3 shall give like written notice of the time and place of such special meeting. All notices shall set forth the purposes for which the meetings will be held and no action will be taken at a special meeting which is not directly related to the purpose of a special meeting as defined in this notice.

5. Order of Business. At all meetings the order of business shall consist of the following:

- (a) Election of chairman, if required.
- (b) Calling roll and certifying of proxies.
- (c) Proof of notice of meeting or waiver of notice.
- (d) Reading and disposal of any unapproved minutes.
- (e) Reports of officers, if applicable.
- (f) Reports of committees, if applicable.
- (g) Election of inspectors of election, if applicable.
- (h) Election of directors, if applicable.
- (i) Unfinished business.
- (j) New business.



(k) Adjournment.

and Robert's Rules of Order shall govern unless specifically superseded.

6. Voting and Proxy. At all membership meetings the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons (if more than one) possessing an ownership interest in the apartment in question and shall set forth the number of ownership units appurtenant to that apartment and the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal by the members.

7. Time of Notice. Notice shall be given by mailing or delivering the same not less than ten nor more than fifty days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his apartment within the condominium regime, unless at the time of giving of such notice, he has in writing directed a different mailing address to be carried on the rolls of the corporation. Where an apartment is owned in common or jointly, notice is duly given to the person named in the certificate required in Paragraph 3 of this article.

8. Annual Meeting. The first annual meeting of the members of the Association shall be held during the first week of March, 1989. Thereafter, the annual meeting of the membership of the Association shall be held during the same week of each succeeding year. At such meetings, vacancies and expired terms of the board shall be filled by ballot of the members. The members may at the annual meeting also transact such other business of the association as may properly come before them.

9. Waiver of Notice. Before or at any meeting of the Association any member may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by a member at any meeting of the Association shall be a waiver of notice by him or her of the time and place thereof unless the member is attending the meeting for the purpose of objecting to the meeting because inadequate notice was given. If all of the members are present at the meeting of the Association, no notice shall be required and any business may be transacted at such meeting.

IV - Administration

1. Board of Directors - Number and Qualification. This corporation and its affairs shall be governed, managed and administered by a Board of Directors. The initial Board of Directors is five (5) in number who shall serve until the date hereinafter fixed for the expiration of their terms or until their successors are elected, and thereafter, board members shall be elected for the terms of two years or until successors are elected. The names and addresses of the persons who to serve as the initial board members are as follows:

| <u>NAME</u>      | <u>ADDRESS</u>                                      | <u>EXPIRATION<br/>OF TERM</u> |
|------------------|---|-------------------------------|
| Melvin McIntosh  | 106 Kanessville Blvd.<br>Council Bluffs, Iowa 51503 | 1/1/91                        |
| Craig McIntosh   | 106 Kanessville Blvd.<br>Council Bluffs, Iowa 51503 | 1/1/91                        |
| Timothy McIntosh | 106 Kanessville Blvd.<br>Council Bluffs, Iowa 51503 | 1/1/91                        |

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|              |  |        |
|--------------|--|--------|
| Cy Moore     | 106 Kanesville Blvd.<br>Council Bluffs, Iowa 51503 | 1/1/90 |
| Gordon Scott | 205 Knepper<br>Council Bluffs, Iowa 51503          | 1/1/90 |

A majority of the number of board members shall constitute a quorum for the transaction of business. Thereafter, the board shall be composed of five (5) persons, all of whom shall be owners or spouses or mortgagees of apartment units or, in the case of corporate owners or mortgagees, shall be officers, stockholders, or employees of such corporation, or in the case of fiduciary owners or mortgagees shall be the fiduciaries or officers or employees of such fiduciaries.

2. Election. Election of directors shall be by ballot in which votes are cast in favor of as many directors as there are vacancies to fill. A director or directors receiving a plurality of the votes cast shall be elected. If all positions are not thus filled, as many additional ballots shall be taken as may be required and in each such case the person receiving the least number of votes in the previous ballot shall be eliminated from further consideration.

3. Vacancies. Vacancies in the Board of Directors may be filled until the date of the next annual membership meeting by vote of the majority of directors remaining in office, whether those remaining constitute a quorum or not; provided however, that a vacancy in the Board of Directors occurring by reason of the death, disability, disqualification or resignation of a director appointed by the Developer shall be filled by appointment of a new director by the Developer.

4. Removal. The initial directors and directors appointed by the Developer shall not be subject to removal. Any other director may be removed from office at a special membership meeting called for such purpose if 75% of the ownership units outstanding are voted in favor of such removal.

5. Compensation. The initial directors and all directors appointed by the Developer shall serve without compensation. All other directors may receive such compensation as is approved by the members of any annual or special membership meeting.

6. Quorum. At any annual or any special meeting, the presence of a majority of directors, in person, shall constitute a quorum for the transaction of business. All action taken by the directors or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the directors present at the meeting unless a different rule is provided by the Articles of Incorporation, the Declaration, these Bylaws or any agreement to which the Association is a party.

7. Notice. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings, and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the President or by one-third (1/3) of the directors. Not less than two days notice shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of said meeting.

8. Committees. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and, by such resolution, the authority of the Board. The Board of Directors shall have the authority to appoint a Maintenance Committee for each of the apartment buildings in their regime, with the membership of such committee to include owners of units in the building served by such committee.

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## COMPANED

9. Chairman. The President shall preside at all meetings of the Board.

### V - Officers

1. Offices. The officers of the corporation shall be the President, who shall be a director, a Vice President, who shall be a director, and a Secretary-Treasurer, all of whom shall be elected annually by the Board of Directors, except that the initial officers shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. Until such time as the Developer is not entitled to appoint any directors of this corporation, officers need not be members of the corporation, but thereafter all officers must be members of this corporation. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Board, but subject at all times to the provisions of the Bylaws and to the control of the Board of Directors.

2. President. The President shall be the chief executive officer of the corporation. He shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the corporation.

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

4. Secretary-Treasurer. The Secretary-Treasurer shall keep minutes of all proceedings of membership meetings and directors' meeting and shall have custody and control of the minute book of the corporation, and shall keep or be in charge and control of the records of the corporation and shall give notice where required or directed to do so. The Secretary-Treasurer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. Compensation. The compensation of all officers and employees shall be fixed by the directors. This provision shall not preclude the Board of Directors from employing a director as an employee, nor the contracting with a director for management of the condominium.

6. Execution of Real Estate Documents. Any instrument affecting an interest in real estate may be executed by the President or Vice President and any other officer upon authorization of the directors and in such manner as the directors may otherwise direct.

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

All of the powers and duties of the corporation shall be exercised by the Board of Directors, including those existing under the common law and statutes, the Articles of Incorporation and the documents establishing the condominium. Such powers and duties of the directors shall be exercised in accordance with the provisions of the Declaration of Condominium which govern the use of the land, and shall include in addition to those elsewhere provided for but shall not be limited to the following powers and duties:

1. To make and collect assessments and special assessments against members for all common expenses.

# CONDOMINIUM

2. To use the proceeds of assessments and special assessments in the exercise of its powers and duties.
3. To maintain, repair, replace and operate the condominium property, including all common areas, elements and facilities, and apartments as applicable, and to construct new improvements or alterations, if authorized, and to make or provide for payment for all such work and approve or delegate to the officers authority to approve vouchers therefor.
4. To reconstruct, repair, restore or rebuild the condominium property and any apartments as applicable after casualty or otherwise.
5. To make and amend rules and regulations, restricting the use and occupancy of the property in the condominium and, in their discretion, to permit or forbid an action or conduct as discretion is committed to them in the condominium documents.
6. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the corporation, and the regulations for the use of the property in the condominium.
7. To contract for management of the condominium and to delegate to such contractor all powers and duties of the corporation except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the corporation; to employ, designate and remove any personnel necessary for the maintenance, repair and replacement of the common areas and facilities.
8. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments and the appurtenances thereto, and to assess the same against the apartment subject to such liens.
9. To carry insurance for the protection of apartment owners and the corporation against casualty, liabilities and other contingencies.
10. To pay the cost of all power, water, sewer and other utility and other services rendered to the condominium and not billed to owners of individual apartments.
11. To conduct all votes or determinations by members other than at a membership meeting.
12. To amend these Bylaws as provided herein.
13. To maintain or cause to maintain detailed, accurate records in chronological order, of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and other expenses incurred and to make such records and vouchers authorizing the payments available for the examination by the owners of the condominium units during reasonable business hours.
14. To render or cause to render annually a statement to the association of all receipts and disbursements during the preceding year.
15. To determine policies and to adopt house rules and regulations governing the details of the operation and use of the premises, including the common and limited

common elements and to amend such house rules and regulations from time to time as the Board deems advisable.

16. Directors and officers shall be free from all personal liability for any acts done on behalf of the corporation and in the capacity of a director or officer or any losses incurred by the corporation or the owners of the condominium units unless the same shall have occurred through their willful negligence or misconduct. Every director and officer shall be indemnified by the Association against all reasonable costs, expenses and liabilities including attorney fees imposed upon them in connection with any claim, suit, proceeding or investigation of whatever nature by reason of his being or having been a director or officer of the corporation as common expenses, except as liable for willful negligence or misconduct in the performance of his duties as director or officer. The foregoing right of indemnification shall inure to the benefit of the heirs, administrators and executors of such person.

#### VII - Common Expenses, Collection and Assessment

1. Common Expenses. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in any of the condominium documents and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B and Chapter 504A, Code of Iowa. Snow removal and lawn care in connection with common land shall be assumed by the Association as a common expense.
2. Assessment. Assessments against the owners of apartments completed and submitted to the regime shall be made by the Association in order to provide funds for the discharge of all common expenses of the Association. All assessments and funds collected from assessments shall be charged or credited to the apartment owner's account. Except in the case of special assessments, each owner and each apartment shall be liable and subjected only to the proportionate share of the assessments made, based on the total number of ownership units appurtenant to that apartment as compared to the entire total number of ownership units appurtenant to all apartment units as exists from time to time. Only the individual apartment owner and the apartment subject to a special levy of assessment on account of his default shall be liable for any such special assessment.
3. Liability for Assessment. Where a mortgagee or purchaser of an apartment obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors or assigns, shall not be liable for the assessments chargeable to such apartment due prior to the acquisition of title, and such unpaid assessments shall thereafter be deemed to be common expenses, collectible from all apartment owners, including the mortgagee or purchaser, his successors or assigns. The owner of an apartment pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments against the grantor or prior owner, but without prejudice to the right of such grantee or devisee to recover from the grantor or decedent's estate and amounts paid therefor. The grantee or other successor in interest of an individual subject to a special levy of assessment on account of default shall be liable for any such special assessment.
4. Budget. The Board of Directors shall adopt a budget each year for such one year period as it elects for its reporting period for income tax purposes, which shall include the estimated funds required to defray the following common expenses:

nection with the condominium property, or the use, ownership or operation thereof, or in connection therewith, shall be purchased and paid for by the Association, and the premium expense therefor shall be a common expense of the regime, and the Association, acting through its Board of Directors rather than an individual apartment owner or owners, shall have the responsibility and authority, subject to the further provisions hereof to adjust any loss or claim in connection therewith to the extent permissible by law.

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

3. Coverage to be Afforded. (a) All condominium property, real, personal or mixed, including buildings, structures, equipment, fixtures and facilities, and all common elements, whether limited or general, and whether within or without an apartment (excluding only such personal property as may be the sole separate personalty of a member), and all property of any kind, leased or used or under the control of the Association, shall be insured by the Association in an amount equal to the maximum insurable replacement value thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association against loss or damage by fire or other hazards covered by a standard extended coverage hazard endorsement.

(b) Public liability insurance in such amounts and with such coverage as shall be required by the Board of Directors of the Association shall be procured with cross liability endorsements to cover the liability of the apartment owners as a group to an apartment owner and protecting in standard form the members, Board of Directors, officers, agents and contractors of or with the Association. Such liability insurance may include, if applicable, liability in respect to motor vehicles owned, non-owned or hired.

(c) Workers compensation shall be procured as required to meet applicable law.

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

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

4. Insurance Trustee. The Board of Directors of the Association may provide that insurance proceeds related to property losses (whether from fire or extended coverage or liability proceeds) be paid to an insurance trustee which shall be a bank or other financial institution in Iowa authorized to serve as such, which insurance trustee, if so designated, shall not be liable for payment of premiums nor for the renewal or the sufficiency of policies nor for the failure to collect any insurance proceeds. The duty of the insurance trustee shall be to receive such proceeds as are paid and hold the same in trust for the purposes of adequately safekeeping and properly disbursing the same as determined by adjustment of any loss or any decision of

the Association or the Board of Directors with respect to repair, reconstruction and the like. Such proceeds shall be held by the insurance trustee in trust for the benefit of the Association and apartment owners and their mortgagees as applicable, in such shares (which need not be set forth on the records of the insurance trustee) undivided in character, which are the same as the undivided shares in the common elements appurtenant to the respective apartments. The proceeds on account of damage solely to an apartment payable under such policies shall be held for the owners of damaged apartments in proportion to the cost of repairing the damage suffered by each apartment owner as determined by the Board of Directors. The funds held by the trustee shall be disbursed as determined by the Association or its Board of Directors, as the case may be.

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

6. Use of Insurance Proceeds. Unless the Association in the manner provided for shall specifically make a determination not to repair, rebuild, restore or reconstruct, all insurance proceeds to the extent available shall be used for such purposes.

7. Notice to Apartment Owners. Each apartment owner shall be entitled to receive from the insurance carrier or the Association by endorsement or in other written form, information as to the identity of the policies carried by the Association and of effective and expiration dates, policy amounts and notice of any change or cancellation.

8. Insurance by Apartment Owner. The individual purchase of separate individual insurance coverage by an apartment owner is governed by the following:

(a) Limitation. The provisions set out relative to the purchase of master policies by the Association shall not be construed to prohibit the purchase of an individual policy by a member and/or apartment owner, but each such member and/or apartment owner agrees to the following limitations with respect to the purchase of an individual policy for fire and extended coverage: (1) No such individual policy shall be procured which by reason of doctrines of co-insurance, proration, "no other insurance", subrogation or waiver thereof, warranties and conditions, contribution or otherwise, would limit, affect or decrease the coverage and recoverable proceeds under the master policy or invalidate or increase the premium thereof; (2) Such member and/or owner agrees for his part that the proceeds of any individual policy shall be applied for the purposes of repair, reconstruction, restoration or of rebuilding as determined by the Association or Board of Directors hereunder, and to attempt to procure the agreement of any mortgagee to such application of the funds.

(b) Permitted Insurance. Each member and/or owner may separately insure any carpeting, furnishing, plug-in appliances and other sole separate personal property as is not insured by the Association and procure public liability insurance covering causes of action growing out of the ownership, maintenance and control of the apartment areas as may not be covered by the master liability policy, and may procure an individual policy insuring individual liability to other apartment owners and the Association arising out of intra-apartment ownership, maintenance or control if such protection is not afforded by the master policy.

9. Alterations or Improvements. Alterations or improvements within an apartment area are prohibited in Paragraph 5 of Article VIII of the Declaration of Condominium except where

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approved by the Board of Directors under the conditions there stated. Where such alterations or improvements are approved, it shall be a further condition of approval that any increase in the insurable value of the condominium property, common or otherwise, shall be first adequately insured under the master policy as a common expense recoverable by the Association against the owner by special assessment, provided, if the member and/or apartment owner can procure insurance under an individual policy with regard to such alteration or improvement satisfactory to the Board of Directors and which to its satisfaction does not jeopardize as provided in Paragraph 8(a) of this article of these Bylaws, the integrity of any master policy, the procuring of such separate policy is permissible if the improvement or alteration cannot otherwise be insured as first above provided for. In any event, the proceeds of such additional insurance shall be held and applied and subject to the further terms of this article for the purpose of rebuilding, repair and the like in the same manner as other master policy or individual policy proceeds.

#### IX - Referendum

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be initiated by one-third (1/3) of the Directors, or upon the written petition of members owning collectively 25% of the ownership units. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot, returnable in not less than ten or more than fifty days from the date of mailing. If prior or subsequent to such petition a special meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote not be tallied.

#### X - Amendment

1. Amendment, etc. These Bylaws may be amended, altered, repealed or new Bylaws adopted.

- (a) by the members at a special meeting of or upon a referendum ballot by the members upon the affirmative vote of 75% of the ownership units constructed as a part of and submitted to this condominium regime, or
- (b) by the Board of Directors upon the affirmative vote of a majority of all directors.

Provided however, that amendments of a material nature must be agreed to by unit owners representing at least 67% of the total allocated votes in the owners' association. In addition, approval must be obtained from eligible mortgage holders representing at least 51% of the votes of unit estates that are subject to mortgages held by eligible voters. A change to any of the following would be considered material:

- a. Voting rights;
- b. Assessments, assessment liens or subordination of assessment lines;
- c. Reserves for maintenance, repair and replacement of common areas;
- d. Responsibility for maintenance and repairs;
- e. Reallocation of interests in the general or limited common areas, or rights to their use;
- f. Boundaries of any unit;



- g. Convertability of units to common areas or vice versa;
- h. Expansion or contraction of the project; or the addition, annexation, or withdrawal of property to or from the project;
- i. Insurance or fidelity bonds;
- j. Leasing of units;
- k. Imposition of any restrictions on a unit owner's right to sell or transfer his or her unit;
- l. A decision by the Owners' Association to establish self-management when professional management has been acquired previously by an eligible mortgage holder;
- m. Restoration or repair of the project after a hazard damage or partial condemnation in a manner other than specified in the documents;
- n. Any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or
- o. Any provision that expressly benefit mortgage holders, insurers, or guarantors.

Provided however, no amendment to these Bylaws affecting the rights of Developer or its successor as specified in these Bylaws or Declaration shall be subject to amendment by the members as long as Developer or its successor shall have a right to appoint any directors, and any attempt by the members to so amend the Bylaws shall be null and void.

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

3. Effective. To the extent provided in Section 499B.14, Code of Iowa, no modification or amendment of these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium executed and recorded in the manner set forth in Paragraph 5 of Article X of the Declaration, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided by law.

4. Other Documents. Unless required by the specific provisions of the condominium documents or by law, a supplemental Declaration of Condominium submitting further lands and apartments to the condominium regime or an amendment to the Declaration of Condominium not overlapping or affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

#### XI - General Provisions

1. Severability. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions hereof.

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CONTINUED

2. Corporate Seal. The corporation shall not have and employ a corporate seal.

3. Fidelity Bonds. The Board of Directors shall require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds except any insurance trustee.

4. Mechanics and Other Liens. Each member shall have the obligations as such member as are imposed upon him by the condominium documents as an apartment owner or lessee, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the condominium property except as the same may attach only against his appurtenant interest therein and be removable as such.

5. Evidence and Transferability of Membership. The Board of Directors may in its discretion issue written evidence of ownership but the same shall be evidence thereof only and shall in no manner be transferable or negotiable, and the share of the member in the assets of the Association cannot be assigned, hypothecated, or transferred in any manner except as an appurtenance to such assignment, hypothecation or transfer of the apartment.

#### XII - Enforcement

The violation of any rule or regulation adopted by the Association or the Board or the breach of any of these Bylaws, covenants and restrictions, or the breach of any provisions of the Declaration of Horizontal Property Regime, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

- a. To enter into the unit in which, or as to which, such violation or breach exists and to summarily abate and remove at the expense of the defaulting member, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board of Administrators shall not thereby be deemed guilty, in any manner, or trespass.
- b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- c. To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services, or suspend, partly or wholly, all or any rights or privileges of membership, or to take any other disciplinary action directed by the Board.

Adopted at a meeting of the Board of Directors held on the day of May, 1980.

TURNBRIDGE LIMITED PARTNERSHIP, an  
Iowa Limited Partnership

BY: [Signature]  
A Partner

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## CONTRACT

8. No clothes, sheets, blankets, laundry or any kind of other articles shall be hung out of a unit or exposed on any part of the common elements. The common elements shall be kept free and clear of rubbish, debris and other unsightly materials.

9. Except for recreational or storage areas designated as such by the Board of Directors, there shall be no playing, lounging or parking of baby carriages or play pens, bicycles, wagons, toys, vehicles, benches or chairs, on any part of the common elements, except that balconies and decks may be used for their intended purposes. Storage by owners in areas designated by the Board of Directors shall be at the owner's risk.

10. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational or otherwise designed for profit, altruism or otherwise shall be conducted, maintained or permitted on any part of the property, nor shall any "for sale", "for rent" or "for lease" signs or other window displays or advertising be maintained or permitted on any part of the property or in any unit therein, nor shall any unit be used or rented for transient hotel or motel purposes. Right is reserved by the Developer and Board of Directors, or its agents, to place "for sale", "for rent" or "for lease" signs on any unsold or unoccupied units, but in no event will any sign be larger than one foot by two feet.

11. Nothing shall be altered or constructed in or removed from the common elements, except upon the written consent of the Board of Directors.

12. No public hall or any building shall be decorated or furnished by any unit owner in any manner.

13. Each unit owner shall keep his or her unit in a good state of preservation and cleanliness and shall not sweep or throw, or permit to be swept or thrown therefrom, or from the doors, windows, decks or balconies thereof, any dirt or other substance.

14. All radio, television and electrical equipment of any kind or nature installed or used in each unit shall fully comply with all rules, regulations, requirements and recommendations of Underwriters Laboratories and the public authorities having jurisdiction, and the unit owner alone shall be liable for any damage or injury caused by any radio, television or other electrical equipment in each such unit.

15. The agents of the Board of Directors, or any contractor or workman authorized by the Board of Directors, may enter any room or unit in the buildings at any reasonable hour of the day after notification (except in the case of emergency) for the purpose of inspecting such unit for the presence of any vermin, insects or other pests and for the purpose of taking such measures as may be necessary to control or exterminate any such vermin, insect or other pests.

16. No garbage cans shall be placed in the halls, decks, balconies or on any staircase landings, nor shall anything be hung from the windows, decks or balconies or placed upon window-sills. Nor shall any rugs or mops be shaken or hung from or on any of the windows, doors, balconies or decks.

17. No trailer, camper, mobile home, motor home, watercraft or snowmobile shall be placed or parked in the private parking area for more than seventy-two (72) hours, or on any common area, except as may be authorized in writing by the Association. No trucks, commercial vehicles, or trailers shall be placed or parked in the private parking area or on any common area, except for pickups, panel delivery trucks, and vans of a similar size and nature which are used by residents of apartment units for

commuting or personal transportation purposes. Any motor vehicle placed or parked in the private parking area must be operative and capable of self locomotion. The occupants of each unit are limited to a total of two motor vehicles which shall not include motor vehicles for visitors or guests.

18. No deck or balcony shall be decorated, enclosed or covered by any awning or otherwise without the consent in writing of the Board of Directors.

19. No unit owner or occupant or any of his or her agents, employees, licensees or visitors shall, at any time, bring into or keep in his unit any flammable, combustible or explosive fluid, material, chemical or substance.

20. If any key or keys are entrusted by a unit owner or occupant, or by any member of his or her family, or by his or her agent, employee, licensee or visitor to the Board of Directors or its designated agent, whether for such unit or an automobile, trunk, or other item of personal property, the acceptance of the key shall be at the sole risk of such unit owner or occupant, and the Board of Directors or its designated agent shall not be liable for injury, loss or damage of any nature whatsoever, directly or indirectly resulting therefrom or connected therewith.

21. The Board of Directors, or its designated agent, may retain a passkey to each unit. No unit owner shall alter any lock or install a new lock or a knocker on any door of a unit without the written consent of the Board of Directors. In case such consent is given, the unit owner shall provide the Board of Directors, or its designated agent, with an additional key pursuant to its right of access to the unit.

22. The consent or approval given under these rules and regulations or the rules and regulations themselves may be added to, amended or repealed at any time by resolution of the Board of Directors.

23. The Board of Directors may adopt a schedule of fines and penalties to be imposed for infractions against these Rules, the Bylaws and the Declaration. Further, a fine or penalty, when assessed, shall become a lien subject to collection and enforcement as with other assessments.

24. No two bedroom apartment in the Turnbridge Condominiums shall be occupied, at one time, by more than four persons, except in the case of guests of said occupants. The term occupant, as used herein, means an owner or a duly authorized lessee of an apartment in Turnbridge Condominiums, members of the immediate family of said owner or lessee, and guests of said owner or lessee. Any guest of an occupant may occupy the apartment for a period not exceeding thirty (30) days over a six month period. There shall be no more than three (3) guest occupying an apartment as described in this paragraph at one time.

Adopted by the Board of Directors of Turnbridge Homeowners Association this 3 day of May, 1988.

TURNBRIDGE INVESTMENTS, A Partnership

BY: [Signature]  
A Partner

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COMPARED

AGREEMENT

AGREEMENT made this 2nd day of May, 1988,  
between Scottish Links, Inc. of the City of Council Bluffs,  
Pottawattamie County, Iowa, and Turnbridge Limited Partnership,  
an Iowa Limited Partnership, of the City of Council Bluffs,  
Pottawattamie County, Iowa.

RECITALS

1. The parties have an interest in adjoining real estate  
situated in the City of Council Bluffs, County of Pottawattamie,  
State of Iowa, and described respectively as follows: Turnbridge  
Limited Partnership is the owner of:

A parcel of land situated in the South Half of Section  
15, Township 74 North, Range 44 West of the 5th Prin-  
cipal Meridian, Pottawattamie County, Iowa; Commencing  
at the Center of said Section 15 and then at the fol-  
lowing courses and distances: Thence N 89° 28' 05" E  
87.00', Thence S 0° 10' 54" E 220.00', Thence S 89° 28'  
05" W 87.00', Thence S 89° 59' 15" W 233.00', Thence N  
0° 10' 54" W 220.00', Thence N 89° 59' 15" E 233.00' to  
the true point of beginning. Said parcel of land  
contains 1.61 acres more or less.

Scottish Links, Inc. is the owner of property legally described  
as:

That part of the NE $\frac{1}{4}$  SW $\frac{1}{4}$  East of South 31st Street,  
except above property owned by Turnbridge Limited  
Partnership; and that part of the NW $\frac{1}{4}$  SE $\frac{1}{4}$  West of South  
26th Street, except the above property owned by Turn-  
bridge Limited Partnership; and that part of the SW $\frac{1}{4}$   
SE $\frac{1}{4}$  West of South 26th Street and North of 55th Avenue;  
and that part of the SE $\frac{1}{4}$  SW $\frac{1}{4}$  East of 31st Street and  
North of 55th Avenue, all in Section 15, Township 74  
North, Range 44 West of the Fifth P.M., located in the  
City of Council Bluffs, Pottawattamie County, Iowa.

2. The parties to this Agreement desire to create an  
easement for ingress and egress across a private road across the  
above-described adjoining lots owned by them for the benefit of

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each of them. The private road is legally described as a 24 foot wide private street located in the South one-half of Section 15, Township 74 North, Range 44 West of the Fifth Principal Meridian, City of Council Bluffs, Pottawattamie County, Iowa, the center-line of said street easement being described as follows:

Beginning at a point on the Easterly R.O.W. line of South 31st Street, 27 feet South of the East-West centerline of said Section 15; thence Easterly and parallel with the East-West centerline of said Section 15 for 983 feet, thence deflecting 45° to the right (Southeasterly) for 103.24 feet to a point 100 feet South of the said East-West centerline; thence Easterly and parallel with the East-West centerline for 320 feet and terminating at a point 1376 feet Easterly from the Easterly R.O.W. line of South 31st Street.

THE PARTIES HEREBY AGREE AS FOLLOWS:

### SECTION I

#### CONVEYANCE OF EASEMENT

The parties to this Agreement hereby agree to grant and convey a reciprocal easement over and across the afore-described private street for the purpose of having access to such part or portion of the lands and premises afore-described of the parties herein and to use as a means of ingress and egress to and from the above-described adjoining properties.

### SECTION II

#### MAINTENANCE AND REPAIRS

The parties agree to maintain and repair their portion of the private street which lies upon their respective properties as legally described above. The parties agree to maintain said private road in reasonably good repair and to keep the private street reasonably free and clear of debris, snow and ice.

## COMPARED

### SECTION III

#### EASEMENT TO RUN WITH LAND

This grant of easement shall run with the land and shall be binding on and shall enure to the benefit of the parties hereto, their heirs, successors or assigns.

### SECTION IV

#### INGRESS AND EGRESS DEFINED

The above private road is to be used strictly for ingress and egress and shall not be used for parking. Removal of parked cars on said easement may be performed by either party at the vehicle owner's expense.

### SECTION V

#### INDEMNITY

Each of the parties agree to indemnify the other against all liability for injury to himself or others or damage to his property when such injury or damage shall result from, arise out of or be attributable to any maintenance or repair or failure to maintain or repair said private street in accordance with this Agreement. Said indemnity shall include, but not be limited to, the payment for reasonable attorney fees.

IN WITNESS WHEREOF, I have hereto set my hand this 2nd day of May, 1988.

TURNBRIDGE LIMITED PARTNERSHIP

BY: [Signature]  
Partner

SCOTTISH LINKS, INC.

BY: [Signature]

(ACKNOWLEDGEMENTS ON FOLLOWING PAGE)



# COMPARED

STATE OF IOWA

POTTAWATTAMIE COUNTY

SS

On this 3rd day of May, 1988, before me, the undersigned, a Notary Public in and for said county and state, personally appeared Stephen M. McIntosh to me known to be the identical person(s) named in and who executed the within and foregoing instrument and acknowledged that executed the same as \_\_\_\_\_ voluntary act and deed.

Hazel E. Clark  
Notary Public

STATE OF IOWA

POTTAWATTAMIE COUNTY

SS

On this 3rd day of May, 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared \_\_\_\_\_ and Craig M. McIntosh to me personally known, who, being by me duly sworn, did say that they are the \_\_\_\_\_ and Vice President, respectively, of said corporation executing the within and foregoing instrument, that (no seal has been procured by the said) OR (the seal affixed thereto is the seal of 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 Stephen M. McIntosh and Craig M. McIntosh as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Hazel E. Clark  
Notary Public

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