



**DOVETAIL
CONDOS
PARKING
PERMIT**





Homeowners Association Information

Please provide us with the following information if your property is subject to a Homeowner's Association:

Name of Association: Dovetail Condominium Association

Contact Name: Eric Koger, President

Address: 701 SE Dovetail Rd, Grimes, IA 50111

Phone #: 515-918-4779

Email (best way
to contact)

dovetailcondos@gmail.com

Dues: ☐ Annual ☒ Monthly Dues ☐ Quarterly ☐ Semi Annually Amount: \$180

Subject Property Address: 701 SE Dovetail Road, 12, Grimes, Iowa 50111

<i>Lotus Liz Sparks</i>	dotloop verified 08/26/26 5:16 PM CDT PSDY-XPBL-89FC-J4IB	
Seller		Date

<i>James Cozmo Sparks</i>	dotloop verified 08/26/26 5:17 PM CDT RB9Y-ZAQ5-NUNQ-H2JM	
Seller		Date

DCA Board Meeting Minutes

June 1, 2026

1. Meeting discussion via text called to action by Vice President Larry Satterlee.
2. Treasurer Sparks to provide update on Unit 5 Building 651 Financial Status. Audra Saunders, Dovetail Condo's lawyer sent emails and mailed letters to John Trotter. Mailed the letter to the address on file which is believed to be Jim Trotter's home address. She emailed John Trotter to the email on file. She has not received a response since her communication was sent on 5.14.26. She will call and email Jim Trotter as well.
3. Treasurer Sparks will follow-up with the lawyer after the 30 days has passed.
4. Treasurer Sparks asked that payment due be delivered to the lawyer's address to keep all the communication going through the law firm in the event the next step may need to be taken to recover costs associated with damage. All board members agree to using the law firm to handle communications.
5. Meeting adjourned by President Larry Satterlee.

DCA Board Meeting Minutes

July 17, 2026

1. Meeting discussion via text initiated by Treasurer Lotus Sparks.
2. Treasurer Sparks to update the Board Members that the unit located in 651 SE Dovetail Road #5, Grimes, IA 50111, has a current and updated account balance of \$0.
3. Jim Trotter, the father of John Trotter, has sent a payment of \$14,778.10, that includes all fees due for past due HOA fees, Water Mitigation Services related to the mold and fungi growing in his utility closet and damages to common areas, and legal fees.
4. Funds have been deposited into the Money Market account to recover expenses related to the repairs in 2026. \$855 of the deposit was moved into the checking account for HOA Income-related to restoring the past due account balance, where all HOA dues are regularly deposited to cover ongoing property management expenses.

DCA Board Meeting Minutes

August 19, 2026

1. Meeting discussion via text called to action by Vice President Larry Satterlee.
2. Treasurer Sparks to update the monthly dues transfer rate at Charter Bank from 10% to 15% per new FHA requirements for condominium loans. Treasurer Sparks will sign for \$648/month to be placed in the reserve fund, and expire the \$432/month transfer. Approved by President Eric Koger, Vice President Larry Satterlee, and Treasurer Sparks
3. Garage Door Windows for Mediha Hrustanovich and Graham Harper follow-up. Larry Satterlee will connect with resolution for repairing the missing garage door windows and replacement costs.
4. Meeting adjourned by President Eric Koger

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Doc ID: 018421050058 Type: GEN
Recorded: 05/01/2008 at 08:03:32 AM
Fee Amt: \$282.00 Page 1 of 58
Polk County Iowa
TIMOTHY J. BRIEN RECORDER
File# 2008-00101018
BK 11628 PG 768-825

RETURN TO:

Prepared By and Return To: Marcus F. Abels, 604 Locust Street, Suite 222, Des Moines, Iowa 50309-3723

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

LOWRY & HODGE, L.L.C., referred to herein as "Developer", hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as DOVETAIL CONDOMINIUMS (hereinafter referred to as "regime") all pursuant to Chapter 499B, Code of Iowa, (this and all other references in this Declaration and exhibits hereto to the Code of Iowa refer to the 2005 Code of Iowa), entitled "Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the office of the Polk County Recorder.

RECITALS

A. The Developer is the owner of the land (the "Phase 1 Land") and proposed improvements to be known as Phase 1 of the Dovetail Condominiums in the City of Grimes, Polk County, Iowa. The legal description of such Phase 1 Land is as follows:

A parcel of land located in Lot 23 in Grimes Crossing Plat 6, an Official Plat in the City of Grimes, Polk County, Iowa, which is more particularly described as follows:

Beginning at the southwest corner of said Lot 23, said point being the northwesterly end point of the 25.00 foot radius curve at the most southwest corner of said Lot 23; thence northwesterly along the west line of said Lot 23 and along a 170.00 foot radius curve concave northeasterly, a distance of 106.59 feet, said curve having a chord length of 104.85 feet and a chord bearing of N17°58'48"W; thence N00°00'11"E along the west line of said Lot 23, a distance of 164.66 feet; thence northwesterly along the west line of said Lot 23 and along a 230.00 foot radius curve concave westerly, a distance of 117.64 feet, said curve having a chord length of 116.36 feet and a chord bearing of N14°39'20"W; thence N60°41'38"E, a distance of 99.56 feet; thence northeasterly along a 150.00 foot

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radius curve concave southerly, a distance of 76.72 feet, said curve having a chord length of 75.89 feet and a chord bearing of N75°20'49"E; thence N90°00'00"E, a distance of 80.06 feet; thence S00°00'00"E, a distance of 210.32 feet; thence southeasterly along a 150.00 foot radius curve concave easterly, a distance of 15.74 feet, said curve having a chord length of 15.73 feet and a chord bearing of S03°00'19"E; thence S06°00'39"E, a distance of 111.48 feet; thence southeasterly along a 75.00 foot radius curve concave easterly, a distance of 11.01 feet, said curve having a chord length of 11.00 feet and a chord bearing of S10°12'59"E; thence S14°25'18"E, a distance of 27.45 feet to the south line of said Lot 23; thence southwesterly along the south line of said Lot 23 and along a 505.00 foot radius curve concave southerly, a distance of 182.95 feet, said curve having a chord length of 181.95 feet and a chord bearing of S65°11'31"W; thence northwesterly along the south line of said Lot 23 and along a 25.00 foot radius curve concave northeasterly, a distance of 38.92 feet, said curve having a chord length of 35.11 feet and a chord bearing of N80°34'50"W to the point of beginning.

The Developer is the owner of additional land adjacent to the above described Phase 1 Land (the "Additional Land") which the Developer may desire to subject to the terms of this Declaration in additional phases. The legal description of the Additional Land is as follows:

Lot 23 in Grimes Crossing Plat 6, an Official Plat in the City of Grimes, Polk County, Iowa, except the Phase 1 Land.

A Site Plan depicting the Phase 1 Land and the Additional Land and the proposed Buildings and Units to be constructed thereon is attached hereto as Exhibit "A" (the "Site Plan").

B. Phase 1 of the Dovetail Condominiums is to consist of the Phase 1 Land and two Buildings thereon which are each three-story wood frame buildings being comprised of 12 Units per building as further depicted and described on Exhibit "B". Each Unit in Phase 1 shall include a garage as designated on Exhibit "C". Developer by this Declaration intends to make Phase 1 of the Dovetail Condominiums a condominium as defined in Chapter 499B, Code of Iowa, and pursuant to this Declaration. Developer intends to expand the condominium regime subject to this Declaration in phases by subsequent amendment, such additional phases to consist of one or more additional Buildings on land already dedicated to the condominium regime and/or parcels from the Additional Land with Buildings to be located thereon, with such additional Buildings being three-story wood frame buildings as depicted on the Site Plan totaling up to 84 Units for all phases. The additional phases shall also include additional garages assigned to the Units.

C. Developers purpose, by filing this Declaration, is to submit and convey the Phase 1 Land described above and the Buildings thereon, together with all appurtenances thereto, to the condominium form of ownership and use pursuant to the provisions of the aforesaid Horizontal Property Act, and to impose upon such property mutually beneficial restrictions under a general plan of improvement for the benefit of all condominiums and the owners thereof.

NOW, THEREFORE, Developer does hereby declare that all of the Phase 1 Land and the Buildings thereon be denominated as Phase 1 and shall be held subject to the following covenants, conditions, restrictions, uses, limitations, and obligations, all of which are declared and agreed to be in the furtherance of a plan for the improvement of the property and the division thereof into condominiums and shall run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any person owning an interest in the real property, improvements and appurtenances thereto, his grantee successors, heirs, executors, administrators, devisees and assigns.

ARTICLE I.

DEFINITIONS AND GENERAL

1. Association. The term "Association" means DOVETAIL OWNERS ASSOCIATION, INC., and its successors and shall, for purposes of this Declaration, be the "Council of Co-owners" as defined in Section 499B.2(3) Code of Iowa.

2. Building. The term "Building" or "Building(s)" means the buildings constructed on the Phase 1 Land or the Additional Land containing the Units.

3. Common Elements or Areas. The term "common elements" or "common areas" means all general common elements and limited common elements as defined herein.

4. Condominium. The term "condominium" when used as a noun means a Unit and appurtenances thereto.

5. Condominium Documents. The term "condominium documents" means this Declaration, all exhibits attached hereto including the Articles of Incorporation and Bylaws of the Association, and supplements and amendments thereto.

6. General Common Elements. The term "general common elements" means and is described as all portions of the property not located within any Unit except such portions of the property which are defined or reserved as limited common elements, and the term also includes but is not limited to the land, driveways, outside parking, sidewalks, landscaping, plantings and appurtenant equipment and furnishings.

All structural elements of the Building, including but not limited to the foundation, slabs, exterior walls, roof and attic, interior load bearing walls, walls dividing Units and walls separating Units from another common area, floors, ceilings, and other structural elements of the Building not reserved to a Unit are general common elements.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, and piping located outside of any Unit or which serve more than one Unit are general common elements notwithstanding the same are located in part within a Unit.

7. Owner. The term "owner" means the holder of a real property interest in a Unit, except when otherwise defined in the condominium documents, and excluding mortgagees not in

possession, lienholders and interests merely collateral in nature.

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

9. Property or Project. The term "property" or "project" or the term "condominium property" or "condominium project" includes all property, real, personal or mixed submitted to the regime other than the personal property of any owner which might otherwise be considered submitted to the regime.

10. Unit. The term "Unit" shall have the same meaning as "apartment" as defined in Section 499B.2(1) Code of Iowa, except as further defined in this paragraph. Each Unit shall consist of the area between the decorated and finished interior surfaces of its perimeter walls (including windows and sliding glass doors) and including the interior surface of the exterior doors), and between the lower surface of the ceiling and the upper surface of the floor. A Unit shall include and be defined by the above referred to surfaces and shall also include the garage area, windows, electric appliances, electrical fixtures and plumbing fixtures, including the heating, ventilating and air conditioning equipment and hot water heater within the Units, and non-load bearing partitions or walls within such area, except that all lines, wires, ducts and the like within any non-load bearing partition or wall which serve more than one Unit, shall be excluded and shall not constitute a part of the Unit.

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

12. Successors, Grantees and Assigns. Reference to Developer, an owner, the Association, or any person or entity shall include the respective heirs, successors, grantees and assigns thereof.

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

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

15. Other Definitions. Certain other terms are defined at various places in this Declaration and to the extent not defined herein, the definitions contained in the Horizontal Property Act shall control.

ARTICLE II.

IDENTIFICATION OF LAND, BUILDINGS AND UNITS

1. Location of Land and Improvements. The Phase 1 Land and improvements hereby submitted to the regime are located at Grimes, Polk County, Iowa, as legally described above and as depicted on the Site Plan. The Phase 1 Buildings are hereby submitted to the regime. The Phase 1 Units in such Phase 1 Buildings which are shown on the Site Plan and depicted on the building floor plans attached hereto as Exhibit "B", are hereby submitted to the regime. Exhibits "A" and "B" contain and such contents shall govern, for purposes of this Declaration and for purposes of meeting certain requirements of Section 499B.4 and 499B.6 of the Code of Iowa, the following:

(a) The number identifying each Building and Unit, the location and number of rooms in each Unit and the immediate common area to which each Unit has access.

(b) The full and exact copy of the plans of the Buildings which show graphically all particulars of the Buildings including, but not limited to, the dimensions, area and location of the common elements affording access to each Unit.

(c) The principal materials of which each Building is to be constructed.

2. Streets and Driveways. The driveways shown in Exhibit "A" shall be private driveways within the regime and common elements thereof, affording access to the Units and common elements from public streets, and an easement over such driveways as is necessary for ingress and egress to such Units and common elements shall be appurtenant to each Unit.

ARTICLE III.

OWNERSHIP OF UNITS, APPURTENANCES AND EASEMENTS

1. Exclusive Ownership of Unit. Each owner shall be entitled to exclusive ownership and possession of his Unit. An owner shall be deemed to own the windows and glass doors of his Unit. An owner shall not be deemed to own the undecorated or unfinished interior surfaces of the perimeter walls, floors, ceilings and exterior doors bounding his Unit which are included in limited or general common elements notwithstanding the fact that such elements are within the perimeter of such Unit. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper, or otherwise refinish and decorate the interior surfaces of the perimeter walls, floors, ceilings, and exterior doors bounding his Unit and also shall have such exclusive rights with respect to general or limited common elements which are within his Unit, including specifically the right to penetrate such common element with nails and other fasteners for hanging customary pictures, mirrors and similar wall decorations.

2. Appurtenances. There shall pass with the ownership of each Unit as a part hereof, whether or not separately described, all appurtenances to such Unit (whether such appurtenance is described in this Article or elsewhere in this Declaration or in the Bylaws of the Association), including the limited common elements. No part of the appurtenant interest of any Unit may be

sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such Unit itself or of all Units in the regime.

3. Ownership Units. For purposes of this Declaration and the Bylaws of the Association, appurtenant to each Unit shall be one ownership Unit as listed in Exhibit "C" of this Declaration. The ownership Units which are appurtenant to each Unit are hereby created by this Declaration and shall be counted for all purposes stated herein and in the other condominium documents irrespective of any actual occupancy or use of the Unit to which appurtenant.

4. Undivided Ownership Interest. An undivided interest in the land and other common elements of the regime, regardless of whether such elements are general or limited common elements, shall be appurtenant to each Unit. The amount of such undivided interest appurtenant to each Unit shall be a fraction, the numerator of which is one (1) and the denominator of which is the number of all Units which have been submitted to the regime, all as shown on Exhibit "C", attached hereto.

5. Use of Limited Common Elements. The exclusive use of limited common elements shall be deemed an appurtenance of the Unit or Units for which said elements are reserved provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.

6. General Common Elements. Appurtenant to each Unit shall be a right to use and enjoy the general common elements.

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

8. Encroachment Easements. If any portion of the common elements encroaches upon any Unit, or if any Unit encroaches upon any other Unit or upon any portion of the common elements, or if any of such encroachments shall occur hereafter as a result of shifting or settling of the building or from alteration, repair or improvement to the common elements or as a result of repair or restoration of the common elements or a Unit after damage by fire or other casualty, or as a result of condemnation or of eminent domain proceedings, then in each of such events a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Building, common elements and Units exist, as long as the physical boundaries of the Units after construction, reconstruction, repair, etc. are in substantial accord with the description of those boundaries that appear in this Declaration.

9. Cross Easements. Appurtenant to each Unit shall be easements from each Unit owner to each other Unit owner and to the Association and from the Association to the respective Unit

owners as follows:

(a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized;

(b) For ingress and egress through the driveways on the Additional Land as depicted on Exhibit "A", and for maintenance, repair and replacement as authorized;

(c) Through the Units and common elements for maintenance, repair and replacement or reconstruction of common elements, but access to Units and limited common elements shall be only during reasonable hours except in case of emergency;

(d) Through the Units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other Units and the common areas. To the extent necessary, each Unit shall have an easement for structural support over the common elements and over any other Unit in the building, and each Unit and the common elements shall be subject to an easement for structural support in favor of every other Unit in the building and the common elements.

10. Utility Easements. The Association shall have the right to grant utility easements under, through and over the common elements which are reasonably necessary to the ongoing development and operation of the Condominium Project.

11. Owners Access. Each Unit owner shall have a perpetual right appurtenant to the owner's ownership interest in the Unit for access to and from the owner's Unit across and through the common elements.

ARTICLE IV.

LIMITED COMMON ELEMENTS

1. Definition. The term "limited common elements" shall mean a portion of the common elements set aside and allocated for the restricted use of respective Units as is or as may hereafter be designated. At the time of conveyance, each respective document of conveyance shall be deemed to convey the limited common elements to be used exclusively in conjunction with the respective Unit without necessity of naming the same.

2. Reservation. The limited common elements consisting of the balconies or patios which exclusively serve each Unit are reserved as limited common elements for the exclusive use of each respective Unit.

3. Balconies or Patios. The cost of maintenance and repair of any balcony or patio shall be assessed against the Unit that such balcony exclusively serves.

4. Exception. Notwithstanding the reservations permitted by this Article, the design and layout of the Building and grounds submitted and the integrity and appearance of the regime as a

whole are the common interest of all owners and shall remain a part of the general common elements.

5. Right of Association. The reservation of the limited common elements shall not limit any right the Association and its agents may otherwise have to alter such limited common elements or enter upon such limited common elements.

ARTICLE V.

DEVELOPERS RESERVED RIGHTS, POWERS AND OBLIGATIONS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent Units not previously sold by the Developer to any person and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of such 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 such Units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals and other facilities furnished by Developer 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 Units under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease.

2. Developer's Liability for Assessments. The Developer, and the Units which Developer owns, shall be liable for any assessments made by the Association whether general or special, as is any other Unit owner.

3. Designation of Association Directors. Developer shall have the right to name all members of the Board of Directors of the Association until the first annual members' meeting of said Association which shall be held no later than the earlier of 120 days after the date by which 75% of the Units (after completion of all phases of the development of the condominium regime) have been conveyed to Unit purchasers or the date 5 years after the date the first Unit is conveyed (hereinafter referred to as the "Control Transfer Date"). Thereafter the Board of Directors shall be selected in the manner specified in the Bylaws of the Association.

4. Right To Amend Plans. Developer reserves the right to change the interior design and arrangement of all Units, and to alter the boundaries between apartments, so long as Developer owns the Units so altered. If Developer shall make any changes in Units so authorized, such changes shall be reflected by an amendment to the Declaration. An amendment made pursuant to this paragraph need be signed and acknowledged only by the Developer, its agents or assigns and need not be approved by the Association, Unit owners or mortgagees, whether or not elsewhere required for an amendment. Provided, however, no change pursuant to this paragraph shall alter the boundaries of the common elements without amendment of this Declaration by approval of the Association, affected Unit owners and affected mortgagees in a manner elsewhere provided.

5. Construction of Units -- Variation and Adjustments. The Developer reserves the right to substitute for any of the materials, equipment and appliances, materials, equipment and appliances of equal or better quality.

6. Initial Working Capital Fund. If or when any first mortgage on a Unit is to be insured by FHA or sold to FNMA, the Developer shall establish a working capital fund in an amount at least equal to two months of the estimated common charges for each Unit then existing or being constructed in the development of the condominium regime, to meet unforeseen expenditures or to purchase additional equipment or services. The share of each Phase 1 Unit of the working capital fund shall be collected at the time of the sale of the Unit or on the Control Transfer Date, whichever is earlier, or for Units sold prior to the establishment of the fund, at the time of the closing of the first mortgage loan to be insured by FHA or sold to FNMA. As any additional phases are completed, the Developer shall add to the fund the share for such Units at the time of the sale of each Unit or on the Control Transfer Date, whichever is earlier. If any phase is completed after the Control Transfer Date, the Developer shall collect the share of the working capital fund for those Units at the time the Units are sold or completed, whichever is earlier. Amounts paid into this fund shall not be considered as advance payments of regular assessments. The working capital fund shall be transferred by the Developer to the Association for deposit to a segregated fund on the Control Transfer Date. The Developer may not use the working capital fund to defray any of its expenses, reserve contributions or to make up any budget deficits while it is in control of the Association. The Developer may, however, reimburse itself for funds paid to the Association for any unsold Unit's share of the working capital fund from funds collected at closing when the Unit is sold. After control of the Association has effectively been transferred to the Unit owners, the Association may determine how and when such fund shall be used for other purposes if not needed for the purposes for which it was established.

7. Construction of Buildings. Developer reserves the right to construct one Building at a time in the Condominium Regime.

8. Assignment of Developer's Reserved Rights. Developer shall have the right to assign all, of its Reserved Rights and obligations as Developer to any person, corporation or other entity. Upon such assignment of Developer's Reserved Rights, the initial Developer shall have no further obligation in connection with the Condominium Regime.

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

10. Declarant's Control. Notwithstanding anything to the contrary contained in the condominium documents, Developer shall relinquish all special rights, expressed or implied, through which Developer may directly or indirectly control, direct, modify, or veto any action of

the Association, its Board, or a majority of Unit Owners. The foregoing shall not affect the Declarant's rights as a Unit Owner to exercise the votes allocated to Units that it owns.

ARTICLE VI.

MANAGEMENT OF THE REGIME

1. Association: Membership: Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association, a non profit membership corporation organized and existing under Chapter 504A, Code of Iowa. Copies of its Articles of Incorporation and of its Bylaws are attached hereto as Exhibit "D" and Exhibit "E", respectively. Whenever a vote or other action of Unit owners as a group is required the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association. The action of the Association shall constitute the action of the owners or of the Council of Co-Owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

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

3. Availability of Documents and Records. The Association shall make available to Unit owners, lenders and the holders and insurers of the first mortgage on any Unit current copies of this Declaration, the Bylaws of the Association and any rules or regulations passed by the Association governing the condominium regime and other books, records and financial statements of the Association. Such information shall also be made available by the Association to prospective purchasers of Units, including the most recent audited financial statement of the Association, if such is prepared. "Available" shall at the least mean available for inspection upon request during normal business hours or under other reasonable circumstances. Also, in accordance with applicable federal regulations, upon the written request of any agency or corporation which has an interest or prospective interest in the condominium regime, the Association shall be required to prepare and furnish within a reasonable time an audited financial statement of the Association for the immediately preceding fiscal year.

4. Included Powers: Foreclosure of Lien; Waiver of Partition. Each owner agrees that the

Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-Owners and the owners as a group by Chapter 504A and 499B Code of Iowa, and such as are more particularly set forth in the condominium documents, including but not limited to the making of assessments chargeable to owners and the creation of a lien on Units thereby, and the right, acting on behalf of the Unit owners, to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same; all Unit owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition. Each owner hereby waives any right to delay or prevent such foreclosure by the Association which he may have by reason of a homestead exemption.

5. No Avoidance by Waiver of Use; Right of Entry. Each owner shall be liable for all assessments made by the Association against his Unit for common expenses and liabilities of the Association and the condominium property and regime. The liability of a Unit owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element or by abandonment of a Unit for which an assessment is made. The Association shall have the right exercisable at reasonable times to enter a Unit as may be necessary or advisable to carry out its responsibilities.

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

7. Discharge of Liability. The owner shall promptly discharge any lien which may hereafter be filed against his condominium Unit.

8. Negligence. A Unit 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. Limitation of Association's Liability. The Association shall not be liable for any failure of water or other service to be obtained and paid for by the Association hereunder, or for injury or damage to property caused by or on the common elements or by another owner or person in the project, or resulting from electricity, water, rain, air, dust, dirt or sand which may leak or flow from outside or from any parts of the Buildings, or from any of its pipes, drains, conduits, appliances or equipment or from any other place unless caused by negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconveniences or discomfort arising from the making of repairs or improvements to the common area or from any action taken to comply with any law, ordinance or orders of a governmental authority.

10. Indemnification of Management Committee Members. Each member of the Association shall be indemnified by the owners against all expenses and liabilities including attorney's fees, reasonably incurred by or imposed upon him in connection with any proceedings to which he

may be a party, or in which he may become involved, by reason of his being or having been an officer or director of the Association or any settlement thereof, whether or not he is an officer or director at the time such expenses are incurred, except in such cases wherein such person is adjudged guilty of or liable for willful misfeasance or malfeasance in the performance of his duties; provided that in the event of a settlement the indemnification shall apply only when the Board of Directors of the Association approves such settlement and reimbursement as being for the best interest of the Association.

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

12. Subordination of Assessment Liens. If any Unit subject to a lien created by any provision in this Declaration shall be subject to the lien of a first Mortgage of record: (i) the foreclosure of any lien created by anything set forth in this Declaration shall not operate to affect or impair the lien of such Mortgage; and (ii) the foreclosure of the lien of such Mortgage or the acceptance of a deed in lieu of the foreclosure by the Mortgagee, shall not operate to affect or impair the lien except that assessment liens, if any, as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of the deed in lieu of foreclosure shall be subordinate to the lien of the Mortgage, with the foreclosure-purchaser and purchasers therefrom taking title free of assessments, if any, that have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall have come due subsequent to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure. All assessment liens as shall have come due up to the expiration of the applicable redemption period and issuance of a sheriff's deed resulting from a decree of foreclosure or the acceptance of a deed in lieu of foreclosure and have not been paid shall be deemed to be an expense of the Association, but this shall not derogate the Association's right to collect said sums from the defaulting owner personally.

ARTICLE VII.

FIRST LIEN HOLDERS RIGHTS

1. Notices of Action. A holder, insurer, or guarantor of a first mortgage, upon written

request to the Association, (such request to state the name and address of such holder, insurer, or guarantor and the Unit number), will be entitled to timely written notice of:

(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 interest 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 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 regime or which affects any Unit on which there is a first mortgage held, insured, or guaranteed by such eligible holder;

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

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

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

(a) Any restoration or repair of the condominium property after a partial condemnation or damage due to an insurable hazard shall be substantially in accordance with this Declaration and the original plans and specifications unless the approval of the eligible holders of first mortgages on Units to which at least 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 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 this Declaration or by applicable law, no reallocation of interest 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 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 the condominium documents, the term "eligible holder, insurer, or guarantor" shall mean a holder, insurer, or guarantor of a first mortgage on a Unit which has requested notice in accordance with the provisions of VII(1) above. The rights set forth in this Article VII

are in addition to and not in limitation of the other rights granted elsewhere in the Declaration to any eligible holder, insurer, or guarantor.

ARTICLE VIII.

MAINTENANCE, ALTERATION AND IMPROVEMENT

1. Definitions. Certain terms used in this Article shall have a meaning as follows, provided any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.

(a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a Unit, the building, the common elements, or the property in its condition as of the date of the completion of such improvements or restoration.

(b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility, otherwise provided for by this Declaration or any Supplemental Declaration.

2. Maintenance by Association.

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

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

(c) If a Unit owner defaults on his responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the owner of such Unit and such assessment shall be collectible from the Unit owner as if it were an assessment for common expenses.

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

3. Maintenance by Owner.

(a) Each Unit owner at his own expense shall maintain the interior, including the boundary surfaces, of such Unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating, painting and other finishing which may at any time

be necessary to maintain his Unit, and shall be responsible for the maintenance of all personality including carpets, furnishings, and appliances within such Unit.

(b) The owner of each Unit shall be responsible for maintenance of any plumbing fixture, lighting fixtures, refrigerators, dishwashers, disposals, ranges, heating, ventilation, air-conditioning equipment, and hot water heater located in or connected with such Unit and for its exclusive use. The owner shall also, at his own expense, keep in a clean condition any limited common area which is for the exclusive use of his Unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area which is for the exclusive use of his Unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area or in a Unit except for the repair specifically made the responsibility of the Association for damage caused to a Unit through its maintenance as provided in Section 2(b) of this Article.

(c) The Unit owner shall maintain, at his expense, any improvement or other alteration made by him.

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

4. Alteration or Improvements by Owner. No Unit owner shall make or permit to be made any structural alteration to a Unit or to the building or any of the common elements, limited or general, without first obtaining written consent of the Board of Directors of the Association which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such Unit owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a Unit the consent required by the preceding sentence shall be immediately granted upon agreement of the Unit owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the building or safety of the property. Alterations to the exterior of the building or common element shall not be made, if, in the opinion of the Board of Directors of the Association, such alteration would not become the integrity and appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a Unit shall cause no increase or decrease in the number of ownership Units appurtenant to such Unit.

5. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors the common elements shall require addition, alterations or improvements during the fiscal year costing in the aggregate in excess of \$5,000.00, and the making of such additions, alterations or improvements shall have been approved by a majority of the ownership Units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all Unit owners for the cost thereof as a common charge. Any additions, alterations, or improvements during the fiscal year costing in the aggregate \$5,000.00 or less may be made by

the Board of Directors without approval of Unit owners, and the cost thereof shall constitute part of the common expenses.

ARTICLE IX.

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP USE, AND THE OWNERSHIP, USE, OCCUPATION, AND ENJOYMENT

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

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

(a) A Unit shall be used or occupied for single family dwelling purposes only.

(b) An owner has the right to decorate windows bounding his Unit, however, this right is limited to the extent that only drapes, curtains, sheers and shutters may be used which must be lined so that they appear white from the outside of the building. Nothing shall be hung between the interior surface of the window and the drapes, curtains, sheers or shutters used.

(c) No more than one dog and two cats and one bird may be kept by the Owner of a Unit as pets and any such pet must weigh less than 25 pounds at full growth. The handling and conduct of permitted pets shall be subject to any rules and regulations adopted by the Association. All pets outside of a Unit must be on a leash and accompanied, at all times, by an adult. Fencing or invisible fencing is not allowed.

(d) The Association may adopt rules and regulations for the reservation and use of the recreation facilities.

(e) The right to sell, transfer or convey any condominium Unit may be subject to such reasonable and uniform objective standards relating to financial responsibility and/or character as may now or hereafter be adopted by the Association in the form of rules and regulations. No restriction shall include a right of first refusal or similar right to the Association. No such restriction shall be based upon race, religion, sex or place of national origin.

(f) All leases shall be in writing and shall be subject to the terms of this Declaration and of the Articles of Incorporation, Bylaws and any rules or regulations adopted by the Association. In no case shall a lease have an initial term of less than six months, and in no case shall more than 30% of the Units be leased at any given time.

(g) No noxious or offensive activity shall be carried on in any condominium Unit, nor

shall anything be done or be permitted to remain in any condominium Unit which may be or become a nuisance or annoyance to owner or tenants. Owners and/or other tenants, shall exercise extreme care not to disturb other owners or tenants with excessive noise.

(h) There shall be no obstruction of any common elements. Nothing shall be stored on any common elements (excepting those areas designated for storage of personal property by the owners of the condominium Units) without the approval of the Association. Vehicular parking upon general common elements may be regulated or assigned by the Association. Repair or maintenance of automobiles in any general common element is strictly prohibited.

(i) Except for such signs as may be posted by the Developer for promotional or marketing purposes, no signs of any character which are visible from the outside of a condominium Unit shall be erected, posted or displayed upon, from or about any condominium Unit, unless first reviewed and approved by the Association provided, however, any holder of a first mortgage which acquires possession of a Unit by foreclosure or by deed in lieu of foreclosure shall have the right to post signs for the sale or rental of such Unit until such Unit is sold or a rental is entered into.

(j) The halls and passageways of all buildings shall be used only for ingress and egress.

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

(l) No structure of a temporary character, trailer, tent, shack, boat, or other recreational vehicle shall be maintained upon any common elements at any time.

(m) No owner or other person shall install any telephone wire, air-conditioning Unit, or other machine or device on the exterior of the Building except as hereafter provided. No tower, antenna, satellite dish or similar reception device shall be placed on any Building or Common Area unless the tower, antenna, satellite dish or similar reception device is one which cannot be prohibited pursuant to the federal Over-the-Air Reception Devices Rule, 47 C.F.R. § 1.4000, or other similar governmental mandate in effect at the time of placement. Any tower, antenna, satellite dish or similar reception device not removed by the Owner upon sale of a Unit shall be deemed to have a date of placement, as to the new Owner, as of the date of closing. The directors of the Association shall adopt regulations governing the placement and maintenance of those towers, antennas, satellite dishes and other reception devices which cannot be prohibited. No Owner shall place, or allow the placement of, a tower, antenna, satellite dish or similar reception device upon a building or common area except for the personal use of the Owner or permissible tenants of the Owner. The Owner shall be responsible to the Association for any expense, liability, or damage of any kind incurred as a result of any tower, antenna, satellite dish or similar reception device placed or maintained on a Building or Common Area. The Association will not be responsible for any loss or damage to any tower, antenna, satellite dish or similar reception device.

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

(o) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the Unit owners nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(p) Nothing shall be done or kept in any Unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his Unit or in the common area which will result in the cancellation of insurance on any Unit or any part of the common area, or which would be in violation of any law.

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

(r) A Unit owner shall give notice to the Association of every lien against his Unit other than permitted mortgages, taxes, and Association assessments, and of any suit or other proceeding which may affect the title to his Unit, within 10 days after the lien attaches or the owner receives notice of such lien.

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

(t) Each Unit occupant shall keep his Unit and balcony or patios to which he has sole access in a good state of presentation and cleanliness, and shall not sweep or throw or permit to be swept or thrown therefrom, or from the doors, windows, balcony or patio thereof, any dirt or other substance.

(u) No vehicle belonging to a Unit occupant or to a member of his family or guest, tenant or employee of it Unit occupant shall be parked in such a manner as to impede or prevent ready access to any entrance to or exit from the building by another vehicle. Further, bicycles and mopeds not stored in a garage which is part of a Unit shall not be stored in common elements except in the parking areas designed by the Association.

(v) Complaints regarding the services of the building shall be made in writing to the Board of Directors or to the managing agent or to the manager.

3. The Association shall have the authority to amend and adopt reasonable rules and regulations governing the use of the condominium property and such rules shall be observed and obeyed by the owners, their guests, and licensees. Such rules after being properly adopted shall

have the same force and effect as if contained in this Declaration.

ARTICLE X. CONDEMNATION

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

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

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

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

(b) Unit Made Untenable. If the taking destroys or so reduces the size of the Unit that it cannot be made tenable, the awards for the taking of the Unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Horizontal Property Regime:

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

(ii) The remaining portion of such Unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the Unit owners in a manner approved by the Association; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a common expense among all remaining Units.

(iii) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the owner, and to condition the remaining

portion of the Unit for use as part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit owners who will continue as co-owners of condominium Units after the changes in the Horizontal Property Regime affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter 679A of the Code of Iowa.

(iv) If the amount of the award for the taking exceeds the amounts necessary to pay the market value of the condemned Unit to the owners as provided in subparagraph (i) above and to condition the remaining portion of the Unit for use as part of the common elements as provided in subparagraph (ii) above, the excess funds shall be payable to the owner of the condemned Unit.

(c) The Association shall thereafter have the right to file among the land records an amendment to this Declaration to incorporate all necessary changes.

ARTICLE XI.

DESTRUCTION; CASUALTY AND REPAIRS

1. In the event less than one-half of the entire project is damaged or destroyed by fire or other peril, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct or rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications using the proceeds of insurance available for that purpose, if any. Provided, however, if 75% or more of the ownership Units within 20 days from such damage and destruction notify the Board of Directors in writing, requesting a vote of the Association members concerning the question of rebuilding, repairing or reconstructing the damage or destruction, the Association shall hold such meeting and shall commence such rebuilding, repairs or reconstruction unless Unit owners (other than the Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 51% of the votes on Units subject to mortgages appertain approve in writing the termination of the condominium regime.

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

3. In the event that one-half (1/2) or more of the entire project is substantially damaged or destroyed by fire or other casualty, it shall be deemed that the Association shall have immediately voted unanimously to repair, reconstruct, rebuild and the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specification using the proceeds of insurance available for that purpose, unless Unit owners (other than the

Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 51% of the votes on Units subject to mortgages appertain approve in writing not proceeding with repair or reconstruction. In that event the project shall be deemed to be owned in common by the owners of all of the condominium Units in the same proportions as that previously established for ownership of appurtenant undivided interests in the common elements, and the project shall be subject to an action for partition at the suit of the owner of any condominium Unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium Units as herein provided, after first paying out of the share of the owner of any condominium Unit, to the extent such share is sufficient for the purpose, all liens upon such condominium Unit.

4. In addition to the limitation on termination of the condominium regime set forth above in the event of substantial loss to the Units and/or common elements of the condominium property, unless the Unit owners (other than the Developer) to which at least 67% of the votes in the Association are allocated and the eligible holders of first mortgages on Units to which at least 51% of the votes on Units subject to mortgages appertain have given their prior written approval, the Association may not:

(a) Change the prorata interest or obligations of any Unit in order to:

- (i) levy assessments or charges;
- (ii) allocate distribution of hazard insurance proceeds or condemnation awards;
- (iii) determine the prorata share of ownership of each Unit in the common elements; or

(b) Partition or subordinate any Unit; or

(c) Seek to abandon, partition, subdivide, encumber, sell, or transfer the common elements by act or omission (the granting of easements for public utilities or other public purposes consistent with the intended use of the common elements by the condominium project not being a transfer within the meaning of this clause); or

(d) Use hazard insurance proceeds for losses to any condominium property (whether Units or common elements) for other than the repair, replacement, or reconstruction of the condominium property.

ARTICLE XII.

INSURANCE AND FIDELITY BONDS

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

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

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

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

(b) Comprehensive general liability insurance coverage covering all of the common elements, commercial space owned and leased by the Association, and public ways of the condominium project. Coverage limits shall be in amounts generally required by private institutional mortgage investors for projects similar in construction, location, and use. However, such coverage shall be for at least \$1,000,000.00 for bodily injury, including deaths of persons and property damage arising out of a single occurrence. Coverage under this policy shall include, without limitation, legal liability of the insureds for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the common elements, and legal liability arising out of lawsuits related to employment contracts of the Association. Such policies must provide that they may not be canceled or substantially modified, by any party, without at least ten days' prior written notice to the Association and to each holder of a first mortgage on any Unit in the condominium which is listed as a scheduled holder of a first mortgage in the insurance policy. FNMA and FHLMC may also require such coverage to include protection against such other risks as are customarily covered with respect to condominiums similar in construction, location, and use, including, but not limited to, host liquor liability, workers' compensation, and employers liability insurance, contractual and all- written contract insurance, bailee's liability, elevator collision, garage keepers liability, and comprehensive automobile liability insurance. FHLMC may require that a certificate of the liability policy be provided to the seller/servicer of the mortgage owned by FHLMC, with the seller/servicer to be named as the certificate holder, and showing the information required under Section 6410 on the FHLMC Seller/Servicer Guide.

(c) Workmen's' compensation insurance to the extent necessary to comply with any

applicable law; and

(d) Non-conforming structure endorsement to the extent necessary.

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

2. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association against owners of each of the Units. The premiums attributable to coverage on the condominium Units and the Common Elements shall be apportioned among the Units. Deductibles may not exceed the lower of \$10,000.00 or 1% of the applicable amount of coverage. Funds for such deductibles must be included in the Association's reserves and be so designated. The insurer's minimum liability per accident under boiler and machinery coverage must equal the insurable value of the building housing such boiler or machinery or \$2,000,000.00, whichever is less.

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

4. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by owners of Units or their mortgagees.

5. Each Unit owner may obtain additional insurance at his own expense upon his condominium Unit provided that no owner shall maintain insurance coverage which will tend to decrease the amount which the Association owners may realize under any insurance policy which it may have in force.

6. All policies shall provide that such policies may not be canceled or substantially modified without at least 10 days prior written notice to any and all insureds named thereon, including the Association and any and all mortgagees of the condominium Units.

7. The Association shall from time to time designate an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a common expense of the Association.

8. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the Condominium Project Insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium Unit. The work of repairing or reconstruction of the damaged or destroyed condominium Unit shall be commenced within 30 days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium Units were originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the condominium Unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon, compliance by the owner with such

conditions as the insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium Unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the Insurance Trustee, the excess shall be paid by the owner; provided, however, that in the event a decision not to reconstruct is made according to the terms of Article XI hereof, the Dovetail Condominiums shall be considered terminated. In the event of such termination, the Board of Directors shall have the responsibility of closing out the affairs of the Condominium Project in an orderly manner. All damaged or destroyed condominium Units must be repaired or restored unless a determination not to do so is made by Unit owners and eligible holders of first mortgages as provided in Article XI above.

9. Any insurance obtained pursuant to the requirements of this Article, except under subsection h. hereof, shall be subject to the following provisions:

(a) All policies shall name as insured the Association of the owners of the Dovetail Condominiums for the use and benefit of the individual Unit owners, and may also be issued in the name of an authorized representative of the Association including any insurance trustee with whom the Association has entered into an Insurance Trust Agreement. Such policies shall be written with a company or companies licensed to do business in the State of Iowa and holding a financial strength rating of "A-" or better, by A.M. Best's Insurance Reports, and in any event meeting the qualification requirements set forth in the FNMA. Correctional Home Mortgage Selling Contract Supplement and the FHLMC Sellers Guide.

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

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

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

unacceptable where:

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

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

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

(e) All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to erect or restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration and the Bylaws.

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

(g) The insurance policy shall contain a provision that the insurance shall not be prejudiced:

(i) By any act or neglect of any occupants or owners of the building when such act or neglect is not within the control of the condominium Unit owners collectively; or

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

(h) The owner of any condominium Unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium Unit-owner's endorsement" for improvements and betterments to the condominium Unit made or acquired at the expense of the owner) at his own expense. Such insurance shall be written either by the same carrier as that purchased by the Association pursuant to this Article, or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provisions as set forth in Section 9(1) of this Article. The Developer recommends that each owner of a condominium Unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Policy", or equivalent, to insure against loss or damage to personal property, including but not limited to decorated surfaces of walls, floor coverings, plumbing and electrical fixtures, non-load bearing walls and appliances used or incidental to the occupancy of the condominium Unit, vandalism

or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium Unit owner's endorsement" covering losses to improvements and betterments to the condominium Unit made or acquired at the expense of the owner.

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

(j) Casualty policies shall contain the standard mortgagee clause (without contribution) as is commonly accepted by private institutional mortgage lenders in the area and which appropriately names FNMA and FHLMC if such corporations are holders of first mortgages on Units within the condominium regime. If FHLMC owns the first mortgage on a Unit, the seller/servicer of the mortgage and its successors and assigns shall be named and the mortgagee on the mortgagee clause.

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

10. Blanket fidelity bonds shall be required to be maintained by the Association for all officers, directors, and employees of the Association and all other persons handling, or responsible for, funds of or administered by the Association. Where the management agent has the responsibility for handling or administering funds of the Association, the management agent shall be required to maintain fidelity bond coverage for its officers, employees, and agents handling or responsible for funds of, or administered on behalf of, the Association. Such fidelity bonds shall name the Association as an obligee and shall not be less than the estimated maximum of funds, including reserve funds, in the custody of the Association or the management agent, as the case may be, at any given time during the term of each bond. However, in no event may the aggregate amount of such bonds be less than a sum equal to three months' aggregate assessments on all Units plus reserve funds. The bonds shall contain waivers by the issuers of the bonds of all defenses based upon the exclusion of persons serving without compensation from the definition of "employees," or similar terms or expressions. The premiums on all bonds required herein, except those maintained by the management agent, shall be paid by the Association as a common expense. The bonds shall provide that they may not be canceled or substantially modified (including cancellation for non-payment of premium) without at least ten days' prior written notice to the Association or Insurance Trustee. The Federal National Mortgage Association also requires, as a condition to approval of condominium projects, that such bonds provide that the FNMA Servicers, on behalf of FNMA, also receive such notice of cancellation or modification.

ARTICLE XIII.

AMENDMENTS

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

(a) The consent in writing of owners of Units to which at least 67% of the votes in the Association are allocated and the approval of the eligible holders of first mortgages on Units to which at least 51% of the votes of Units subject to mortgages appertain shall be required to terminate the condominium regime.

(b) In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the Association, in the manner specified in such Bylaws, such amendment shall be effective upon its execution and recordation by the President or other officer of the Association, authorized therefor by Resolution.

(c) In the case of all other amendments to this Declaration, by written agreement of the Unit owners to which at least 67% of the votes in the Association are allocated, provided eligible holders of a first mortgage of record to which at least 51% of the votes of Units subject to a mortgage appertain so approve in writing.

(d) Developer may, until all phases of the condominium regime contemplated herein have been completed, make minor amendments to this Declaration without the approval of the Unit owners. Such amendment shall be for the purpose of clarification or correction of errors in the Declaration and shall not affect the substantive rights of a Unit owner.

2. Effectiveness. Upon its recordation at the Office of the Polk County Recorder by the President or other officer appointed for that purpose, an amendment adopted in the manner specified in Paragraph 1 of this Article, or as otherwise provided in other Articles herein, shall be effective against any persons having an interest in a Unit or the regime regardless of whether said person had such interest at the time said amendment was adopted in accordance with Paragraph 1 of this Article.

3. Ownership Units. No amendment shall change the number of ownership Units appurtenant to a Unit, nor the share of the common elements appurtenant to it, nor increase the owner's share of the common expense, unless the record owner of the Unit concerned and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment. No amendment shall change or affect the provisions of this paragraph 3 of this Article.

ARTICLE XIV.

EXPANSION OF CONDOMINIUM REGIME

1. The right to enlarge the condominium regime from time to time, is reserved exclusively to Developer and shall be exercised by Developer, if at all, not later than the date five years after the date of recording this Declaration. Developer shall have and exercise the right to enlarge the condominium not only in its individual capacity but also as agent for the owners of all Units in the condominium as now constituted or hereafter enlarged and such Unit owners do hereby irrevocable appoint Developer as their agent for the purpose of so enlarging the condominium.

2. The right to enlarge the condominium regime by adding thereto additional Buildings and/or Additional Land upon which additional Buildings, Units, and other improvements exist or are to be constructed, shall be exercised by Developer, if at all by executing and acknowledging

a supplemental declaration to such effect made pursuant to the Horizontal Property Act. Such supplemental declarations shall be designated by the title "First Supplemental Declaration of Condominium," "Second Supplemental Declaration of Condominium" and so forth in a numerical series. Each such supplemental declaration shall constitute an amendment of and, by appropriate reference thereto, shall be incorporated into this Declaration of Condominium by which the condominium is originally established. Such supplemental declaration shall be effective when recorded in the office of the Recorder of Polk County, Iowa.

3. The land now included in the condominium regime consists of that described as the Phase 1 Land on page 1 hereof. The condominium regime may be enlarged, from time to time, by adding parcels and Buildings thereon from the Additional Land lying contiguous to the land already dedicated.

4. The additional Buildings to be constructed upon the Additional Land shall be added to the condominium regime by supplemental declaration, and the Units contained therein, shall be of a quality, type of construction, and general character equal or superior to and compatible with the original Buildings on the Phase 1 Land and the Units contained therein. Developer's anticipation is that all additional Buildings shall have 12 Units, with a total condominium regime consisting of 84 Units in all Phases.

5. If HUD, the VA or FNMA holds, insures or guarantees any mortgage on existing Units at the time the Developer wants to proceed with any expansion of the condominium regime as provided in this Article, each such agency or entity must give its written consent to the particular phase of expansion. Provided, however, such consent shall not be withheld if the proposed expansion substantially conforms to the plan of expansion set forth in this Article XIV and in the Declaration.

6. The Buildings to be included in any additional phase and appurtenant improvements must be substantially completed before the phase can be added to the condominium regime by the filing of a Supplemental Declaration. All taxes and other assessments relating to the property in any additional phase covering any period prior to the addition of each phase must be paid or otherwise satisfactorily provided for by the Developer prior to filing the Supplemental Declaration for that phase. If FNMA holds any mortgage on an existing Unit at the time any Additional Land is added to the condominium regime, FNMA must be furnished with title evidence in a form satisfactory to it, which discloses any lien, easement or other encumbrance affecting the Additional Land to be added which will affect the existing condominium regime after such addition. All of the original cost of any land, or the Buildings, apartments, and other improvements existing or to be constructed thereon, which are added to the condominium by a supplemental declaration, shall be paid for by Developer and no part thereof shall ever be assessed against any apartment Units as a common expense.

7. The fractional interest in the common elements appurtenant to each Unit in the condominium regime as now constituted or hereafter enlarged shall be a fraction having as its numerator one and having as its denominator the total of all Units in the condominium regime.

IN WITNESS WHEREOF, we have hereunto set our hands this 26th day of April, 2006.

LOWRY & HODGE, L.L.C.

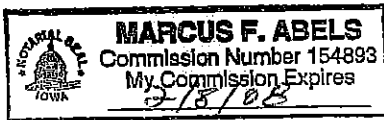
By: William K. Lowry
William K. Lowry, Manager

STATE OF IOWA)

ss.

COUNTY OF POLK)

On this 26th day of April, 2006, before me, a Notary Public in and for the said State, personally appeared William K. Lowry, to me personally known, who being by me duly sworn did say that that person is a Manager of said limited liability company, and that said instrument was signed on behalf of the said limited liability company by authority of its Managers and the said William K. Lowry acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.



Marcus F. Abels
NOTARY PUBLIC IN AND FOR THE
STATE OF IOWA

EXHIBIT "A"

**SITE PLAN FOR PHASE 1
AND PROPOSED ADDITIONAL PHASES**

See Attached Site Plan.

EXHIBIT "B"

Building Materials List

Building Plans

See Attached Building Material List and Building Plans.

BUILDING MATERIALS LIST

1. **Foundation.** Poured concrete as per plan
2. **Wall Framing.** Shall be spruce, fir, or whitewood as locations shown on plans, with 7/16" sheathing or 5/8 gypboard as shown on plans with TYVEK house wrap
3. **Floor Framing.** Shall be 14" floor trusses with 3/4" OSB plywood and 3/4" Gypcrete sound proofing (2nd and 3rd floor only)
4. **Building Exterior.**
 - a. Siding. Vinyl and brick as per plan
 - b. Engineered trusses. Felt, and shingles as per plan
 - c. Roof ventilation. Ventaridge
 - d. Soffit and Facia. Aluminum
 - e. Gutters and Down Spouts. Aluminum
5. **Exterior Windows & Patio Doors.** Windsor vinyl with double insulated glass, or equal
6. **Suite Entry Doors.** Solid core, prefinished Legacy Oak with metal jambs, passage knob, dead bolt lock and door viewer.
7. **Interior Trim.**

(all interior trim shall be Legacy Oak, except as noted below)

 - a. Interior doors. 1 3/8" hollow core with flat jamb
 - b. Casing. 2 1/4" Legacy Oak
 - c. Base. Legacy Oak
 - d. Windows. Drywall wrapped openings, sills and sides painted with epoxy paint
 - e. Closet doors. 1 3/8" hollow core bifold doors with drywall wrapped openings
 - f. Closet shelves. Wire mold, white
 - g. Furnace room door. Solid core, 60 minute with keyed lock
8. **Interior Walls and Ceilings.**
 - a. Sheetrock. 5/8" gypsum board throughout
 - b. Texture. Medium executive drywall texture on all ceilings and orange peel texture on all walls.
 - c. Paint. All walls and ceilings shall have two coats of Sherwin-Williams Latex Flat Finish, or equal; color shall be off-white
9. **Insulation.**
 - a. Stud Walls. 3 1/2" fiberglass - R-13, 5 1/2" - R-19
 - b. Attic Area. Blown cellulose (R-38)

10. Plumbing Fixtures.

(as specified or equivalent, per unit except as noted)

- a. Lasco or Aqua Glass 8966 fiberglass tub/shower modules
- b. Moen 2353-CP Posi-Temp single handle control
- c. Kohler K-3423 PB white toilets or equal with seats
- d. Stool supplies with valves
- e. Cultured Marble lavatories
- f. Moen 4920-CP two handle control faucets
- g. Lavatory supplies with valves
- h. Dayton D-3321 stainless steel double compartment sink with Moen 7910-CP handle control hose and spray attachments
- i. Sink supplies with valves
- j. ISE garbage disposal, or equal
- k. Rheem 40 gallon natural gas water heater or equal with drain pan
- l. Washing machine wall box
- m. Icemaker supply with wall box and valve
- n. Two Woodford #65, frostproof sill cocks, per building not per unit

11. Electric.

- a. As per plan and National Electrical Code
- b. 100 AMP service, all metered separately, per unit

12. Bath Accessories.

(per unit)

- a. 1 24" chrome towel bar and 1 towel ring per bath
- b. 1 chrome paper holder
- c. 1 exhaust fan per bath
- d. 1 tub enclosure per bath with tempered glass
- e. 1 42x36" or 30x36" mirror with mounting hardware

13. Heat & Air Conditioning.

- a. Lennox G23Q2-50, 50,000 BTU, 80% efficiency furnace, or equal
- b. Lennox 10ACB24, 24,000 BTU, 10 SEER air conditioner, or equal

14. Cabinets.

- a. Merillat cabinets with solid frames, or equal
- b. All counter tops to be post form tops

15. Appliances.

(all appliances to be white color, Whirlpool, GE, or equal)

- a. TBX18SAX GE refrigerator
- b. JBS03 GE electric range
- c. GSD2000 GE dishwasher
- d. GVM 1330 microwave
- e. WBXR1060 washer, DVLR223E electric dryer

16. Carpet and Drapes.

(as specified below or equal)

- a. Unit carpet Ritzy 100% nylon or equal
- b. Common carpet Abundant 100% olefin or equal
- c. Vinyl custom floor
- d. Vinyl blinds

17. Miscellaneous.

- a. Prewire for cable television, 1 outlet per bedroom, plus 2 outlets in living room
- b. Prewire for telephone (same number as cable and kitchen)

18. Fireplace, Heat & Glow 32 GDV (or equal) with 8" tile surround & Oak Cap

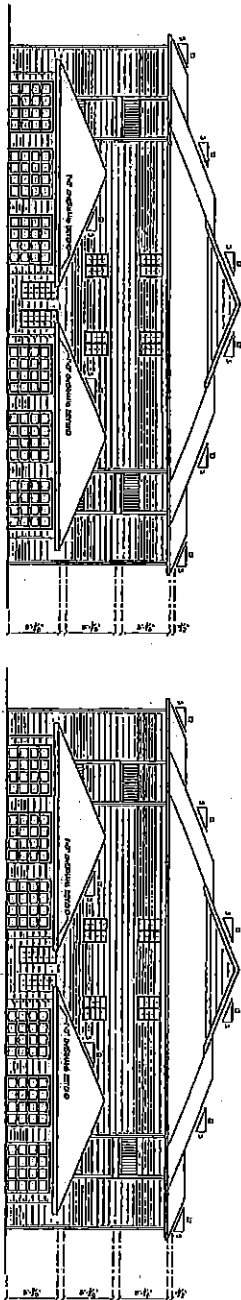
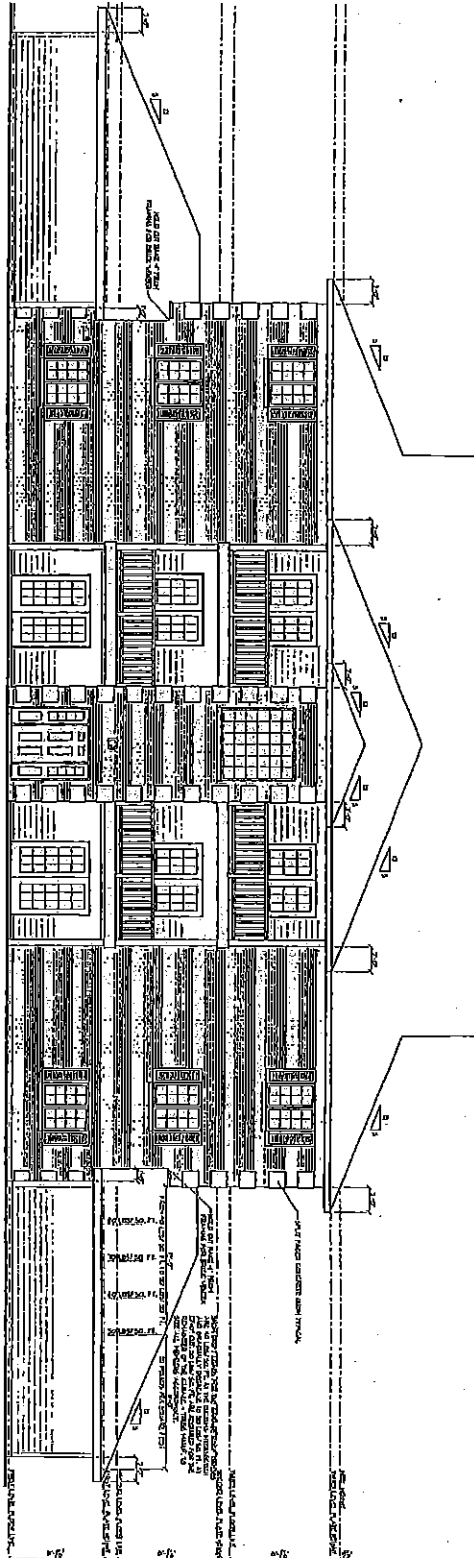
19. Site Work.

(as per plan)

- a. Parking area shall be concrete or asphalt
- b. Sidewalks shall be concrete
- c. All disturbed areas within 20' of building to be covered with sod, balance seeded or sodded

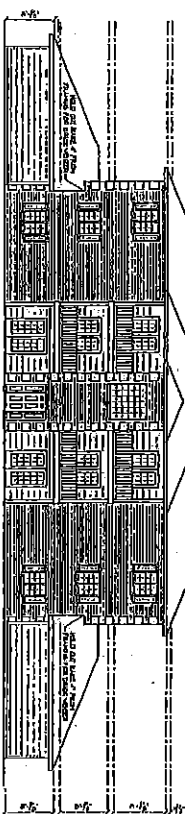
20. Garages

- a. 2x4 construction
- b. Ceilings and side walls sheet rocked 5/8" and fire taped only
- c. 1 light switch with overhead light and ceiling outlet for garage door opener
- d. 1 automatic garage door opener per stall with exterior keyboard entry plus remote
- e. 4" concrete floor

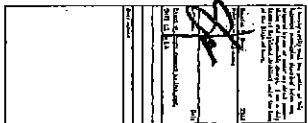


Left Elevation

Right Elevation



Rear Elevation



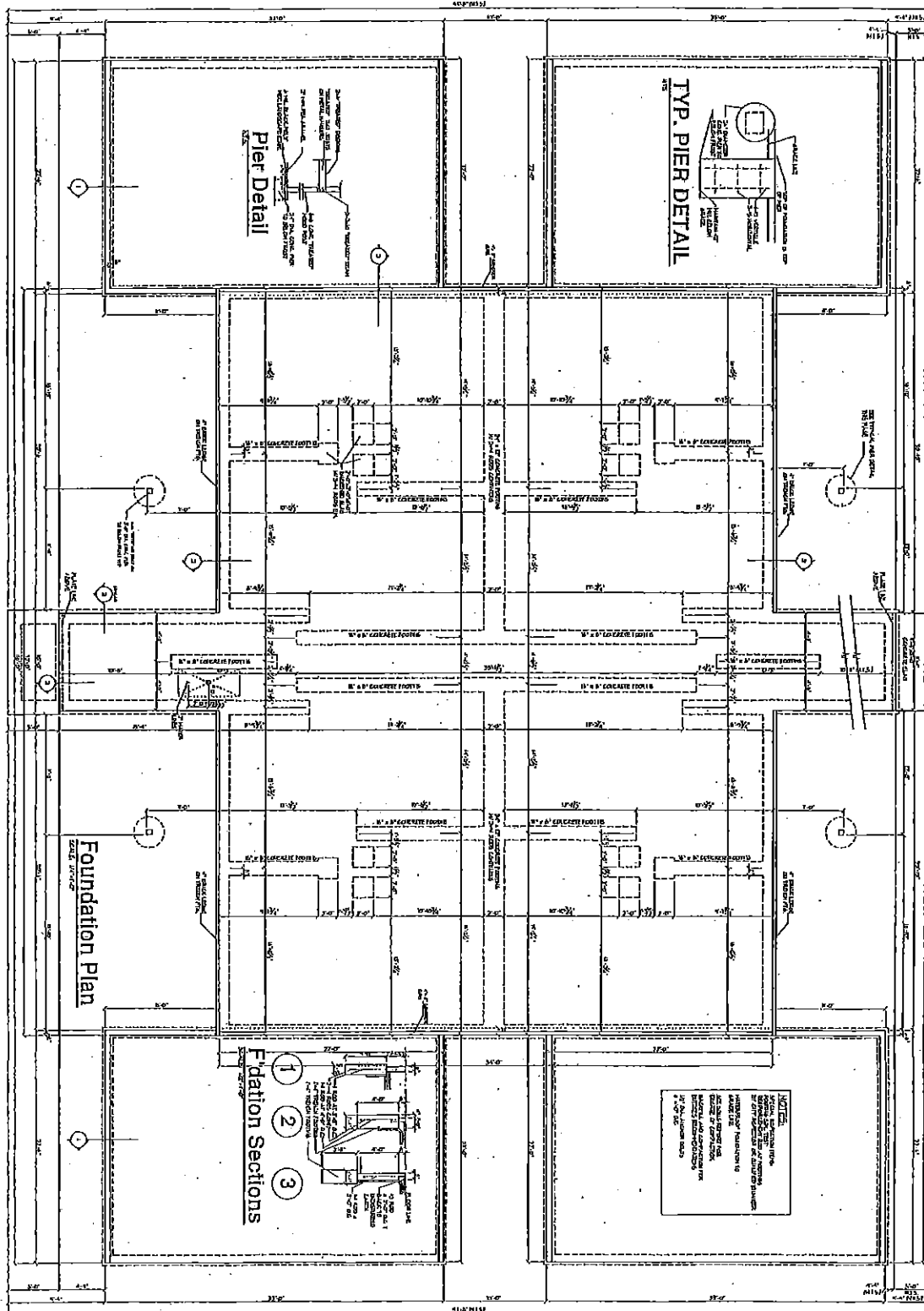
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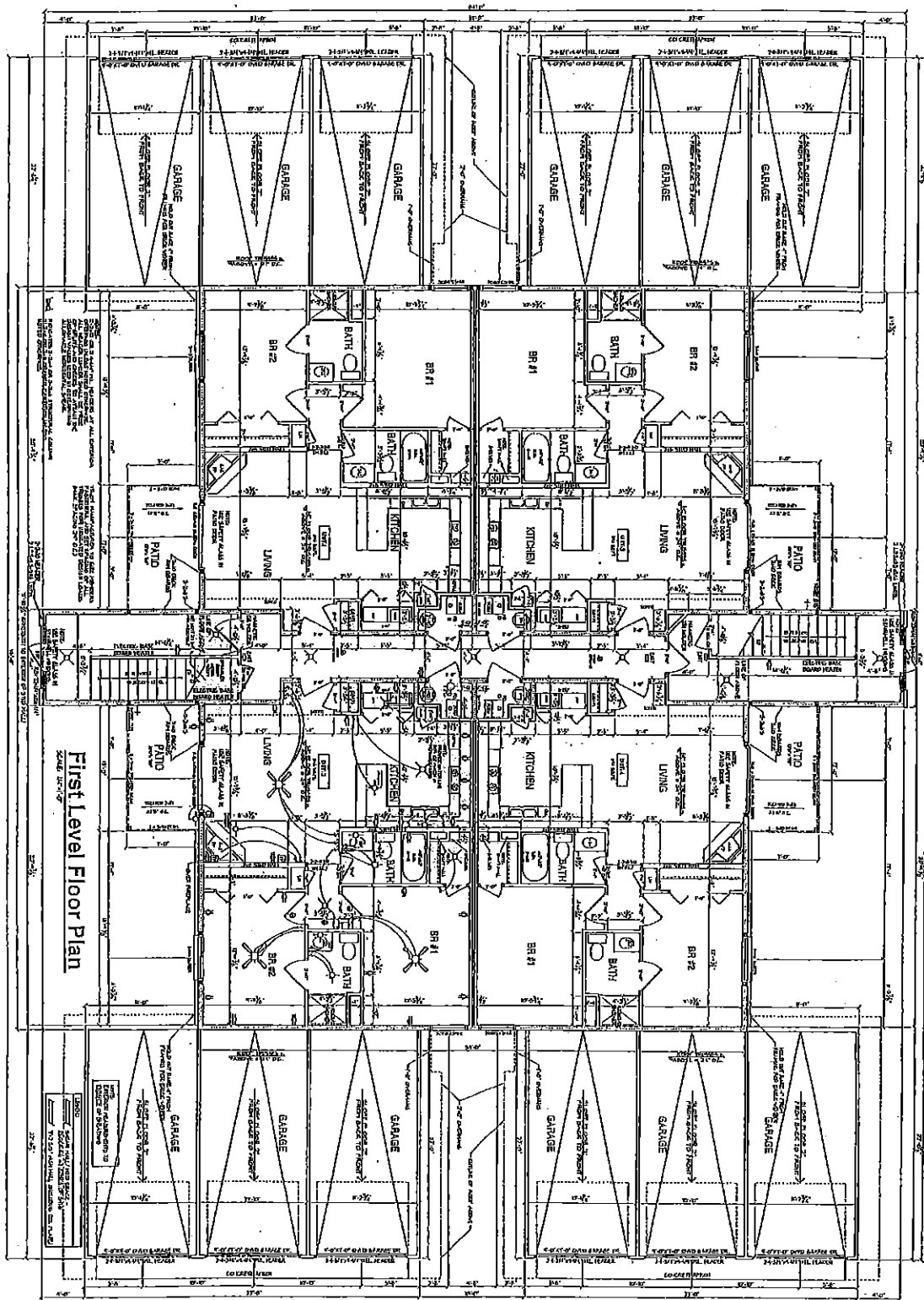
Project No. 72318
Date: 10/21/02
Drawn By: CJS
Reviewed By: JLS
72318-102

BEACON 72G
BLOODGOOD PLAN SERVICE
1601 WEST LAKES PARKWAY, SUITE 200 WEST DES MOINES, IA 50325 PH 515 273-3020

LOWRY & HODGE, L.L.C.
PO BOX 68 CUMMING, IA 50061
Contact: Bill Lowry Ph. 515-491-0127

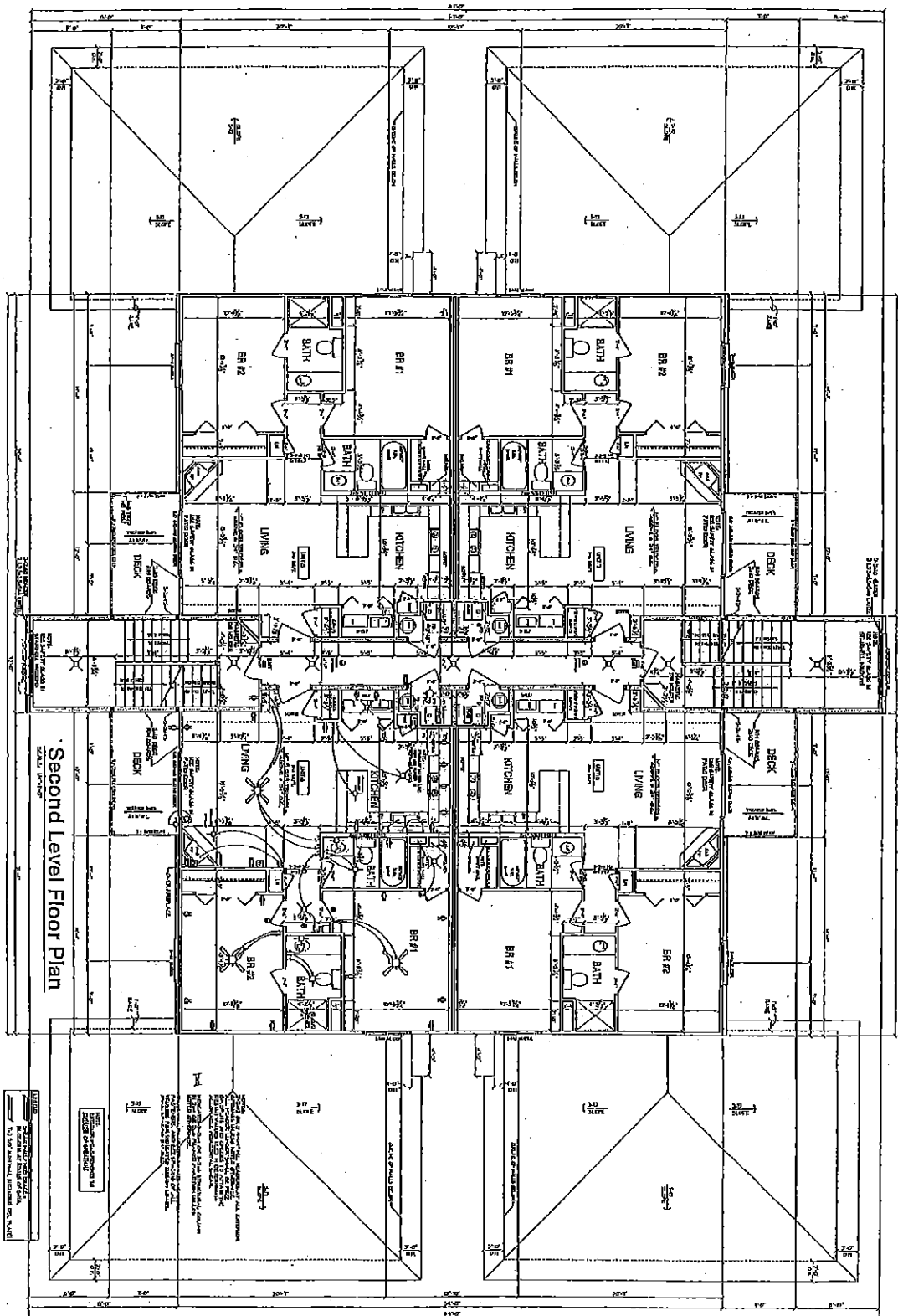
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First Level Floor Plan

SHEET 3 OF 3	BEACON 72G BLOODGOOD PLAN SERVICE 1844 WEST LAKED PARKWAY, SUITE 200 WEST DES MOINES, IA 50325	LOWRY & HODGE, L.L.C. PO BOX 68, CUMMING, IA 50061 Contact: Bill Lowry Ph. 515-491-0127	Copyright Bloodgood Plan Service These working drawings are prepared to meet the full details of the building available to the purchaser. They are also subject to contractor's interpretation. All water and sanitary lines are shown in color. Any other reproduction of the design without the written consent of the architect is strictly prohibited.
	Project No. 228158 Client: 10/2/22 Architect: Bill Lowry Engineer: Bill Lowry Designer: Bill Lowry Checker: Bill Lowry Printer: Bill Lowry		



Second Level Floor Plan

1/2" = 1'-0" ARCHITECTURAL SCALE

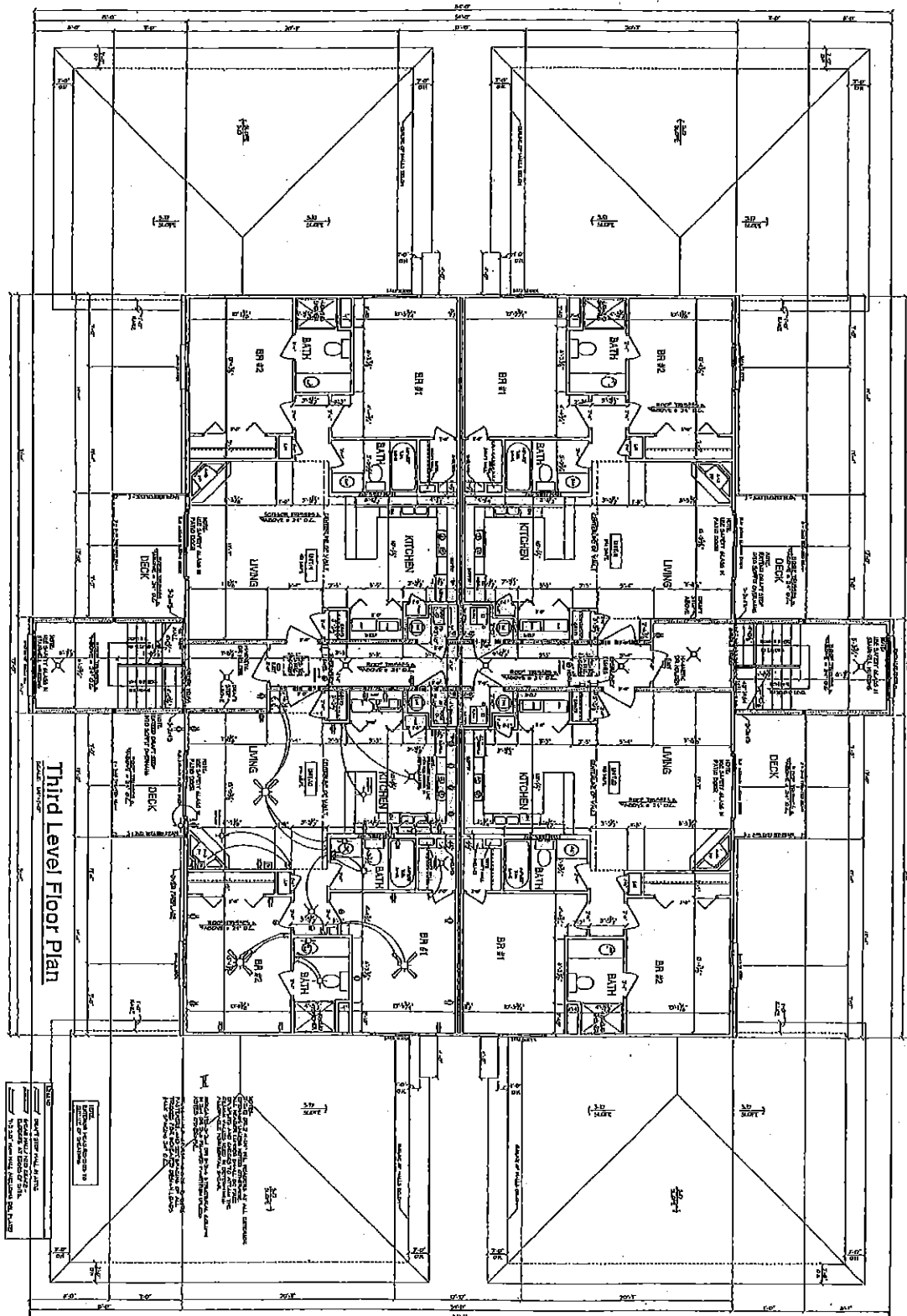
1/2" = 1'-0" ARCHITECTURAL SCALE

SHEET
4 OF 8

BEACON 72G
1601 WEST LAKES PARKWAY, SUITE 200 WEST DEN MOORE, IA 50266
PH (515) 223-3020

BEACON 72G
BLOODGOOD PLAN SERVICE
LOWRY & HODGE, L.L.C.
PO BOX 68 CUMMING, IA 50061
Contact: Bill Lowry Ph. 515-491-0127

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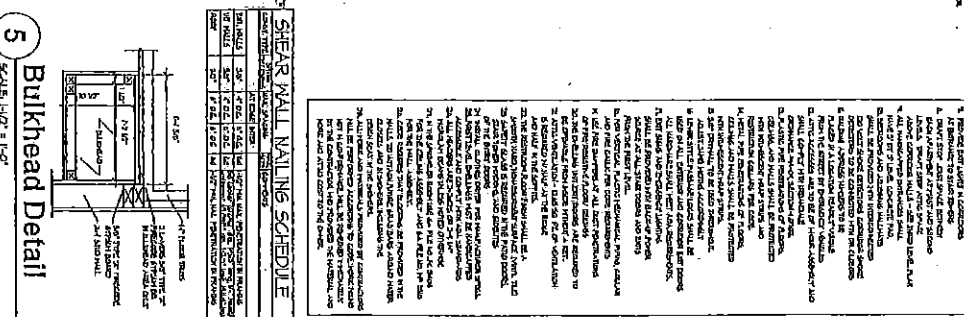
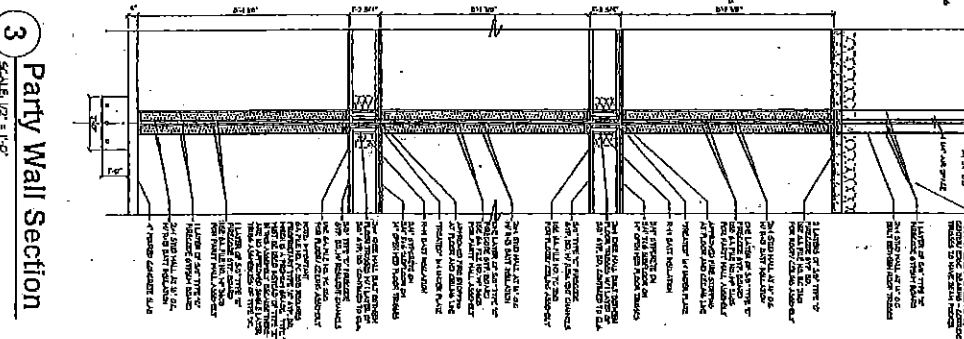
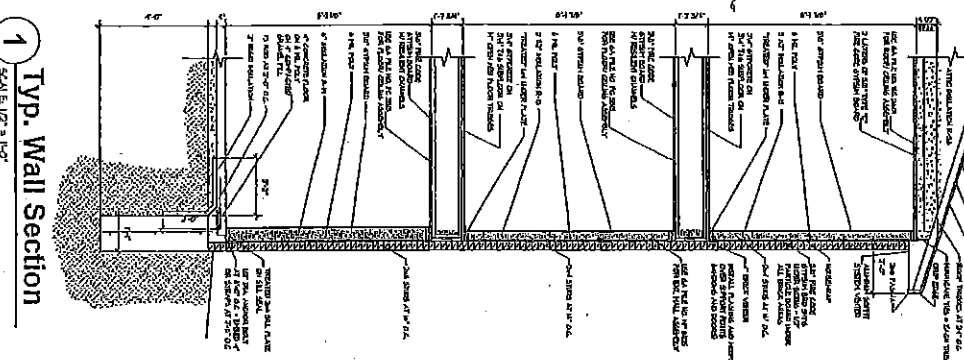
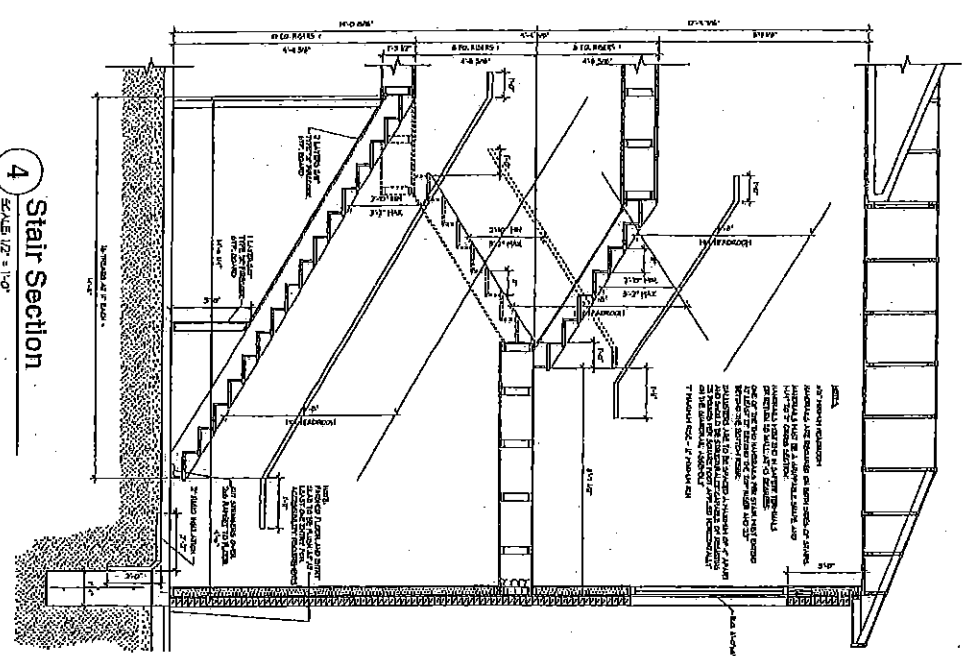
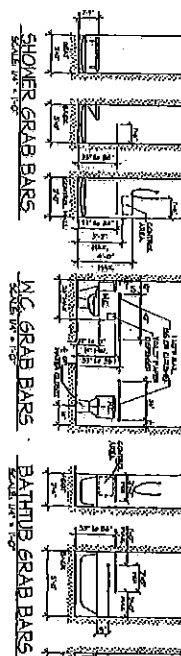


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BEACON 72G
BLOODGOOD PLAN SERVICE
100 WEST LAKES PARKWAY, SUITE 200 WEST DES MOINES, IA 50366 PH (515) 273-0020

LOWRY & HODGE, L.L.C.
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SHEAR WALL WALLING SCHEDULE

NO.	DESCRIPTION	REMARKS
1	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 1
2	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 2
3	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 3
4	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 4
5	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 5
6	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 6
7	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 7
8	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 8
9	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 9
10	12" CONCRETE WALL WITH 4# REINFORCING BARS @ 16" O.C.	SEE DETAIL 10

NOTES:

1. ALL DIMENSIONS ARE GIVEN IN FEET AND INCHES. DIMENSIONS IN PARENTHESES ARE GIVEN IN MILLIMETERS.
2. ALL WALLS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2008 INTERNATIONAL BUILDING CODE (IBC) AND THE 2008 INTERNATIONAL RESIDENTIAL CODE (IRC).
3. ALL WALLS ARE TO BE CONSTRUCTED IN ACCORDANCE WITH THE 2008 INTERNATIONAL BUILDING CODE (IBC) AND THE 2008 INTERNATIONAL RESIDENTIAL CODE (IRC).
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BEACON 72G

BLOODGOOD PLAN SERVICE

1001 WEST LAKES PARKWAY, SUITE 200 WEST DES MONTESS, IA 50266 PH (515) 273-3020

LOWRY & HODGE, L.L.C.

PO BOX 68 CUMMING, IA 50061

Contact: Bill Lowry Ph. 515-491-0127

OWNER: BEACON 72G

DATE: 10/27/2010

DESIGNER: BILL LOWRY

PROJECT: 72G000001

PROJECT: 72G000001

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EXHIBIT "C"

UNITS AND OWNERSHIP INTERESTS IN COMMON ELEMENTS

<u>Bldg/Unit</u>	<u>Fractional Ownership in Common Elements and Pro Rata Share of Expenses</u>	<u>Votes in Association</u>	<u>Garage No.</u>
701/1	1/24 th	1	1
701/2	1/24 th	1	7
701/3	1/24 th	1	6
701/4	1/24 th	1	12
701/5	1/24 th	1	2
701/6	1/24 th	1	8
701/7	1/24 th	1	5
701/8	1/24 th	1	11
701/9	1/24 th	1	3
701/10	1/24 th	1	9
701/11	1/24 th	1	4
701/12	1/24 th	1	10
651/1	1/24 th	1	13
651/2	1/24 th	1	19
651/3	1/24 th	1	18
651/4	1/24 th	1	24
651/5	1/24 th	1	14
651/6	1/24 th	1	20
651/7	1/24 th	1	17
651/8	1/24 th	1	23
651/9	1/24 th	1	15
651/10	1/24 th	1	21
651/11	1/24 th	1	16
651/12	1/24 th	1	22

Exhibit "D"

**ARTICLES OF INCORPORATION
OF
DOVETAIL CONDOMINIUMS ASSOCIATION**

TO THE SECRETARY OF STATE OF THE STATE OF IOWA:

Pursuant to section 504.202 of the Revised Iowa Nonprofit Corporation Act, the undersigned, acting as incorporator, adopts the following articles of incorporation:

ARTICLE I

The name of the Corporation is DOVETAIL CONDOMINIUMS ASSOCIATION.

ARTICLE II

The Corporation shall have perpetual duration.

ARTICLE III

The purpose for which the Corporation is organized is for the purpose of providing management, maintenance, repair and upkeep and general operation of the common areas of a condominium development known as Dovetail Condominiums, situated in the City of Grimes, Polk County, Iowa, and incidental thereto, to assess and collect funds and to exercise all other powers which may be incidental to the execution of the previously described general powers of the corporation, all in accordance with the procedure set forth in the bylaws of the corporation.

ARTICLE IV

The street address of the initial registered office of the Corporation is 604 Locust Street, Suite 222, Des Moines, Iowa 50309, located in the County of Polk, and the name of its initial registered agent at such address is Iowa Registered Agents, Inc.

ARTICLE V

The name and address of the incorporator is:

Marcus F. Abels
604 Locust Street, Suite 222
Des Moines, Iowa 50309

ARTICLE VI

The name and address of the individual who is to serve as initial director is:

<u>Name</u>	<u>Address</u>
William K. Lowry	1075 Woodland Avenue P.O. Box 68 Cumming, Iowa 50061

ARTICLE VII

The Corporation shall have members with those rights and responsibilities described in the bylaws.

ARTICLE VIII

A director of the Corporation shall not be liable to the Corporation or its members for money damages for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) the amount of a financial benefit received by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) a violation of the unlawful distribution provision of the Revised Iowa Nonprofit Corporation Act; or (4) an intentional violation of criminal law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize the further elimination or limitation of the liability of directors, then the liability of a director of the Corporation, in addition to the limitation on personal liability provided herein, shall be eliminated or limited to the extent of such amendment, automatically and without any further action, to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any limitation on the personal liability or any other right or protection of a director of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

ARTICLE IX

The Corporation shall indemnify a director for liability (as such term is defined in section 504.851(5) of the Revised Iowa Nonprofit Corporation Act) to any person for any action taken, or any failure to take any action, as a director, except liability for any of the following: (1) receipt of a financial benefit by a director to which the director is not entitled; (2) an intentional infliction of harm on the Corporation or the members; (3) a violation of the unlawful distribution provision of the Revised Iowa Nonprofit Corporation Act; or (4) an intentional violation of criminal law. Without limiting the foregoing, the Corporation shall exercise all of its permissive powers as often as necessary to indemnify and advance expenses to its directors and officers to the fullest extent permitted by law. If the Revised Iowa Nonprofit Corporation Act is hereafter amended to authorize broader indemnification, then the indemnification obligations of the Corporation shall be deemed amended automatically and without any further action to require indemnification and advancement of funds to pay for or reimburse expenses of its directors and officers to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the Corporation with respect to any state of facts existing at or prior to the time of such repeal or modification.

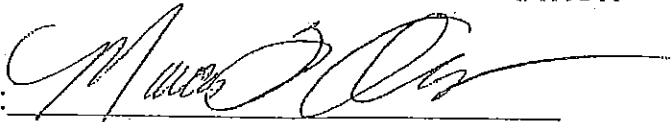
ARTICLE X

DISSOLUTION PROVISIONS

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all of the liabilities of the corporation in accordance with the provisions of Chapter 504 of the Code of Iowa (2005), as amended, dispose of all of the remaining assets of the corporation to the members of the Association.

Dated this 3rd day of March, 2005.

DOVETAIL CONDOMINIUMS ASSOCIATION

By: 

Marcus F. Abels, Incorporator

EXHIBIT "E"

BYLAWS OF DOVETAIL OWNERS ASSOCIATION, INC.

These are the Bylaws of Dovetail Owners Association, Inc. (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504A of the Code of Iowa for the purpose of administering the Dovetail Condominiums, a horizontal property regime (condominium) established under Chapter 499B of the Code of Iowa (hereinafter sometimes referred to as "Regime") located upon the following described real property in the City of Grimes, County of Polk, Iowa (the Phase 1 Land):

A parcel of land located in Lot 23 in Grimes Crossing Plat 6, an Official Plat in the City of Grimes, Polk County, Iowa, which is more particularly described as follows: Beginning at the southwest corner of said Lot 23, said point being the northwesterly end point of the 25.00 foot radius curve at the most southwest corner of said Lot 23; thence northwesterly along the west line of said Lot 23 and along a 170.00 foot radius curve concave northeasterly, a distance of 106.59 feet, said curve having a chord length of 104.85 feet and a chord bearing of N17°58'48"W; thence N00°00'11"E along the west line of said Lot 23, a distance of 164.66 feet; thence northwesterly along the west line of said Lot 23 and along a 230.00 foot radius curve concave westerly, a distance of 117.64 feet, said curve having a chord length of 116.36 feet and a chord bearing of N14°39'20"W; thence N60°41'38"E, a distance of 99.56 feet; thence northeasterly along a 150.00 foot radius curve concave southerly, a distance of 76.72 feet, said curve having a chord length of 75.89 feet and a chord bearing of N75°20'49"E; thence N90°00'00"E, a distance of 80.06 feet; thence S00°00'00"E, a distance of 210.32 feet; thence southeasterly along a 150.00 foot radius curve concave easterly, a distance of 15.74 feet, said curve having a chord length of 15.73 feet and a chord bearing of S03°00'19"E; thence S06°00'39"E, a distance of 111.48 feet; thence southeasterly along a 75.00 foot radius curve concave easterly, a distance of 11.01 feet, said curve having a chord length of 11.00 feet and a chord bearing of S10°12'59"E; thence S14°25'18"E, a distance of 27.45 feet to the south line of said Lot 23; thence southwesterly along the south line of said Lot 23 and along a 505.00 foot radius curve concave southerly, a distance of 182.95 feet, said curve having a chord length of 181.95 feet and a chord bearing of S65°11'31"W; thence northwesterly along the south line of said Lot 23 and along a 25.00 foot radius curve concave northeasterly, a distance of 38.92 feet, said curve having a chord length of 35.11 feet and a chord bearing of N80°34'50"W to the point of beginning.

With the right to expand the regime to include all or part of the Additional Land described as follows:

Lot 23 in Grimes Crossing Plat 6, an Official Plat in the City of Grimes, Polk County, Iowa, except the Phase 1 Land.

I.

MEMBERS AND VOTING RIGHTS

1. The owners shall constitute the member(s) of the corporation and a membership shall automatically cease upon termination of all interests which constitute a person an owner. Lowry & Hodge, L.L.C., or its successors or assigns, as Developer, shall be and have the right of members with respect to unsold units.

2. An owner of record shall be recognized as a member without further action for so long as he holds an ownership interest. If ownership is acquired but not of record, or if acquired 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 Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights as a member of the Association. (Failure to provide such evidence shall not, however, relieve any owner of his membership obligations). A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner which he represents.

3. If more than one person is an owner of the same unit, all such owners shall be members 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 votes entitled to be cast by the owner of that unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Association and such person shall be deemed to hold ownership units appurtenant to such unit for purposes of voting and determining the representation of such ownership unit at any meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Association, such membership shall not be in good standing and the votes appurtenant to that unit shall not be considered in determining a quorum or any vote or for any other purpose until this Bylaw is complied with. Such certificate shall continue in force until revoked in writing and filed with the Association Secretary.

4. The owners of each unit shall be entitled to as many votes on all matters to be determined by the members of the Association as contemplated by Chapter 499B, Code of Iowa and as there are ownership units appurtenant to that unit and determined by the Declaration, including any supplements or amendments thereto, submitting the property to the Regime. All votes appurtenant to a unit shall be cast as a block and may not be divided.

II.

MEMBERS' MEETINGS

1. The annual and any special meeting shall be held at a time and at a place within Polk County, Iowa, chosen by the Board of Directors, 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. A special meeting shall be held whenever called by the President, or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast 33⅓% of the votes of the entire membership.

3. The Secretary or his designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to paragraph 2 shall give like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held.

4. Notice of a members' meeting shall be given by mailing or delivering the same not less than ten (10), nor more than thirty (30), days prior to the date of the meeting. Notice shall be deemed duly given if mailed by first class mail to the member at the address of his unit within the Regime, unless at the time of giving such notice he has given written direction, delivered to an officer or member of the Board of Directors, specifying a different mailing address to be carried on the rolls of the Association. If more than one person is an owner of the same unit or if more than one fiduciary or other official is acting in the premises, notice shall be deemed given when given in accordance with this paragraph to the person named in the certificate filed with the Association in accordance with paragraph 3 of Article I. Notice of any meeting may be waived in writing by the person entitled thereto. Notice given pursuant hereto shall be sufficient if given to all such owners of record with the Association Secretary as of the date of mailing.

5. A quorum at a members' meeting shall consist of the presence of members or other persons in person or by proxy, holding a majority of the ownership units outstanding. The acts carried or approved by a vote of a majority of the ownership units represented at a meeting at which a quorum is present shall constitute the acts of the members unless a different rule is provided herein or by the Articles of Incorporation, the Declaration, or other agreement to which the Association is a party. The President, or, in his absence or disability, the Vice President shall preside at each members' meeting; if neither the President or the Vice President is available to preside, a chairman shall be elected by the members present at such meeting. If the required quorum is not forthcoming at any meeting, another meeting may be called subject to the notice requirements herein and the required quorum at any such subsequent meeting shall be one-half (1/2) of the required quorum at the preceding meeting, provided such subsequent meeting shall be held sixty (60) days following such preceding meeting.

6. At any membership meeting, the presence of a person holding ownership units and the exercise of the voting rights of an owner or person entitled to cast votes, by proxy shall be permitted and recognized provided such proxy must be in writing and signed by the person holding ownership units or entitled to cast votes and shall set forth the unit with respect to which such rights are appurtenant, the number of ownership units appurtenant thereto 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 to the members.

7. 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 unapproved minutes.
- (e) Reports of officers, if applicable.
- (f) Reports of committees, if applicable.
- (g) Election of Directors, if applicable.
- (h) Unfinished business.
- (i) New business.

III.

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of three (3) directors. The initial Board shall consist of one person as the developer may appoint and need not be members of the Association. The initial Board shall serve until the first annual members' meeting which shall be held no later than the earlier of 120 days after the date by which 75% of the units (after completion of all phases of the development of the Regime) have been conveyed to unit purchasers or the date 5 years after the date of the first unit is conveyed. From and after such first annual meeting of the members, the Board of Directors shall be selected from the members of the Association. An officer or designated agent of a corporate member qualifies to serve as a Director.

2. At the first annual members' meeting and each meeting thereafter, three (3) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner as elsewhere provided.

3. Each Director shall be elected by ballot (unless dispensed by unanimous consent) and by a plurality of the votes cast at the annual meeting of the members of the Association. Each person entitled to vote shall be entitled to vote for as many nominees as there are vacancies to be filled by election and each member shall be elected by separate ballot (unless provided otherwise by unanimous consent of the members).

4. Except as provided in Paragraph 5 of this Article, vacancies in the Board of Directors may be filled until the date of the next annual meeting by a vote of a majority of the Directors remaining in office regardless of whether those remaining constitute a quorum.

5. The initial Directors shall be subject to removal only by the developer. Thereafter a Director may be removed by concurrence of two-thirds (2/3) of the members of the Association at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

6. The initial Directors, and officers selected by the initial Directors, shall serve without compensation; thereafter, Directors shall receive such compensation and expenses as is approved by the persons entitled to vote at any annual or special meeting.

7. An organization meeting of a newly elected Board of Directors shall be held within ten (10) days of their election at such place and time as shall be fixed by the directors at the meeting at which they were elected. No further notice of the organization meeting shall be necessary.

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meeting of the Directors may be called by the President, Vice President, or any two Directors provided 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 the meeting.

9. A quorum, at a Directors' meeting shall consist of a majority of the entire Board of Directors. The acts approved by a majority of those present at a meeting duly called at which a quorum is present shall constitute the acts of the Board of Directors, except where approval by a greater number of Directors is required by Declaration or these Bylaws.

10. The presiding officer of a Directors' meeting shall be the President or in his absence, the Vice President. In the absence of the President and Vice President, the Directors present shall designate one of their number to preside.

11. The Board of Directors, by resolution approved by all members thereof, may designate from among its members such committees as it deems advisable and by resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

IV.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

All of the powers and duties of the Association 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 Regime. Such powers and duties of the Directors shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and shall include in addition to those elsewhere provided for but shall not be limited to the following:

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

2. To use the proceeds of assessments in the exercise of its powers and duties.

3. The maintenance, repair, replacement, and operation of the Regime property, including all common areas, elements, and facilities, and units as applicable, and making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefore.

4. The reconstruction, repair, restoration, or rebuilding of the Regime property and of any unit as applicable after casualty; the construction of new improvements or alterations if authorized; to make and amend regulations respecting the use and occupancy of the property in the Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, Bylaws, and Resolutions of the members.

5. To enforce by legal means the provisions of the Horizontal Property Act, the Articles of

Incorporation, the Bylaws of the Association, the Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.

6. To contract for management of the Regime and to delegate to such contractor any or all powers and duties of the Association except such as are specifically required by the Declaration, Bylaws, or Resolution of the members to have approval of the Board of Directors or the membership of the Association.

7. To employ, designate, and remove personnel to perform the services required for proper operation of the Regime.

8. To carry insurance upon the property subject to the Regime and insurance for the protection of unit owners, occupants, and the Association.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to owners of the individual units.

10. To conduct all votes or determinations by members other than at a membership meeting.

11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association, and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.

12. To do such other acts as are necessary and proper to effect the purpose of the Regime as stated in the Declaration and Bylaws provided such acts are not otherwise prohibited.

V.

OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and may be pre-emptorily removed and replaced by vote of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. 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. The President shall be the chief executive officer of the Association. He shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and Regime.

3. 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. The Secretary shall keep the minutes of all proceedings of membership and meetings and Directors' meetings and shall have custody and control of the minute book of the Association, and shall keep or be in charge and control of the records of the Association except those of the Treasurer.

5. The Treasurer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.

6. 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 the management of the Regime.

7. Any instrument affecting an interest in real estate shall be executed by the President or Vice President and countersigned by the Secretary or Treasurer of the Association, or by such officer(s) as are duly authorized by a resolution of the Board of Directors.

VI.

FISCAL MANAGEMENT

1. The Board of Directors shall adopt a budget for each fiscal year including the fiscal year in which the improvements on the Phase 1 Land are completed (which shall be the same as the Association's fiscal year for income tax purposes) which shall include the estimated funds required to defray the common expenses and to provide and maintain funds for the following accounting categories according to good accounting practices:

(a) Current expenses which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for the contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually.

(c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

(d) Reserve for insurance deductibles.

2. The Board of Directors shall assess against each unit and the owners thereof only shall be liable for, a share of the items in the budget adopted pursuant to Paragraph 1 which bears the same ratio to the total budget as the ownership units appurtenant to such unit bear to the total ownership units of all units subject to the Regime. Such share shall be assessed for the fiscal year for which the

budget was prepared annually in advance and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in 12 equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event the condominium regime is expanded during a fiscal year as provided in the Declaration, the share of any unit's annual assessment for such fiscal year shall be adjusted to the new ratio of such unit to all total units and the monthly installments payable by each unit shall be correspondingly adjusted commencing with the monthly assessment payable after the filing of the supplemental declaration by which the condominium regime is expanded, and the sale of any unit added by such supplemental declaration. In the event notice of such assessment is not timely given the amount of such assessment shall not change, but the due date for each installment which would otherwise be due and payable less than 30 days from the giving of such notice shall be due and payable on the due date of the first installment which is due not less than 30 days from the date such notice is mailed or delivered. Notwithstanding the foregoing, the assessment notices for the first fiscal year, or portion thereof remaining, in which Phase 1 of the condominium property has been completed, shall be delivered to unit owners, including the Developer, no later than 60 days after the closing of the sale of the first unit and the assessment shall be due in monthly installments spread over the remaining months of such fiscal year beginning on the first day of the month at least 30 days after delivery of such notice. In the event the annual assessment proves to be insufficient, the budget and assessments therefor, may be amended at any time by the Board of Directors if the total amount of the budget as amended does not exceed 105% of the total amount of the budget as originally adopted for the said fiscal year. In the event the budget as amended exceeds the limitation of the previous sentence, such budget may be adopted at a special members' meeting upon an affirmative vote of a majority of the ownership units represented at such meeting. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated along the remaining installments due and payable in such year.

3. Assessments for common expenses for emergencies and extraordinary expenditures, which cannot be paid from the annual assessments for common expenses or the maintenance reserve fund shall be made only after notice of the need thereof to the unit owners concerned. After such notice and upon approval in writing by persons entitled to cast more than one half of the votes appurtenant to the units concerned, the assessment shall become effective, and it shall be due in such manner as the Board of Directors may require after thirty (30) days' notice thereof. In the event any expenditure for repair or replacement of any unit or common elements cannot be paid from annual assessments but can be at least 90% paid from insurance proceeds therefore, such expenditures may be made upon approval of the Board of Directors without approval of the members and an amended budget and assessment may be made therefor if necessary.

4. If an owner shall be in default in the payment of an installment upon an assessment, interest shall accrue thereon at the rate of 10% per annum from the due date, and the Board of Directors may accelerate the remaining installments, of the assessment upon notice thereof to such owner, and thereupon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest on any accelerated installments shall be at the rate of 10% per annum from the date the accelerated balance becomes due; such interest shall be in addition to any other payments for which said owner is liable. The owner shall also be liable to the Association for any

costs and attorneys fees incurred by the Association to collect delinquent assessments.

5. The holder, insurer, or guarantor of a first mortgage on any unit, upon its filing written request with the Association, shall be given written notice from the Association of any default by the mortgagor in the performance of the mortgagor's obligations under these Bylaws, the Declaration of Condominium or other condominium documents which is not cured within sixty (60) days.

6. All sums assessed but unpaid including, but not limited to, interest costs and attorneys fees with respect to a unit or against a unit owner shall constitute a lien on such unit prior to all other liens except (1) tax liens on the unit in favor of any assessing unit and special district, and (2) all sums unpaid on any first mortgage recorded prior to the due date of the delinquent assessment. Such lien may be foreclosed by the Association in the manner and with the consequences provided in Section 499B.17 Code of Iowa in which event the unit owner shall be required to pay a reasonable rental for the unit. The Association may sue for money judgment for unpaid assessment and interest or sums due without foreclosing or waiving any lien which it holds.

7. If a mortgagee or purchaser of a unit obtains possession as a result of foreclosure of a first mortgage, or deed in lieu of foreclosure, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such unit due prior to the issuance of a sheriffs deed or the conveyance by deed in lieu of foreclosure and such unpaid assessments shall thereafter be deemed to be common expenses collectible from all unit owners including the mortgagee or purchaser, his successors and assigns, all without prejudice to the right of the Association to collect the same from the defaulting unit owner personally. The grantee or other successor interest of an individual subject to a levy of assessment on account of default shall be liable for any such special assessment.

8. The depository of the Association shall be such bank or banks as shall be designated from time to time by the Directors and in which the moneys of the Association shall be deposited. Withdrawal of moneys from such accounts shall be only by checks signed by such persons as are authorized by the Directors.

9. An accounting of the Association's books shall be made annually and a copy of the report shall be made available for inspection by each member not later than sixty (60) days after the close of the fiscal year for which the report is made.

VII.

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 taken or made pursuant to a referendum ballot. Such ballot may be initiated by one-third of the Board of Directors, or on the written petition of members owning collectively 33 1/3% of the total membership and voting units. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot returnable in not less than ten nor more than thirty days from the date of mailing. If prior or subsequent to such petition, but not subsequent to

such tally, a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

VIII.

AMENDMENT

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of or upon a referendum ballot by the members upon the affirmative vote of owners of units to which at least 67% of the votes in the Association are allocated and the approval of eligible holders of first mortgages on units to which at least 51% of the votes of units subject to a mortgage appertain.

2. No amendment may be adopted at either a special or regular membership meeting or by referendum not included in the notice thereof, except if notice of the proposed amendment has been given, a different amendment relative to the same subject matter may be adopted by those present, in person or by proxy and possessing the requisite percentage of membership and lender voting units, provided further no vote by proxy may be counted unless the proxy expressly provides for such contingency. Notice referred to herein shall be given in the manner prescribed in Article 11 Section 3 of these Bylaws and shall be given to the persons described in Article II Section 4 and to any eligible holder of a first mortgage of record as provided in Article VII of the Declaration, which has made written request to the Association for such notice. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided by 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 the Declaration, and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording such amendment shall be effective against all persons having an interest in a unit or the Regime regardless of whether such person had such interest at the time the amendment was adopted.

4. Unless required by the specific provisions of the Regime documents or by law, a supplemental Declaration of Condominium submitting further lands and units to the 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.

IX.

MERGER OR CONSOLIDATION

The Association shall have the power to merge with or consolidate with another condominium owners' association or council of co-owners so as to provide for management of the regime in connection with another condominium regime. Merger and consolidation shall be in accordance with the procedures set forth in Chapter 504A, Code of Iowa.

X.

GENERAL PROVISIONS

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

2. The Association shall not have a corporate seal.

3. The Board of Directors may require fidelity bonds from all directors, officers, or agents handling or responsible for Association funds and the expense of such bonds shall be a common expense of the Association.

4. The Association shall at all times maintain complete and maintain accurate written records of each unit and owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that unit and owner. Any person may rely on a certificate made from such records by an officer or agent of the Association as to the status of all assessments and accounts.

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

6. The Board of Directors may in its discretion issue written evidence of membership 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 unit.

7. No provision or restriction otherwise void by reason of application of the rules against perpetuities or Section 558.68 of the Code of Iowa shall continue for a period longer than the life of the last to survive of the owners and shareholder of the developer and their children in being at the time of the initial recording of the Declaration of Condominium to the Regime and twenty-one (21) years thereafter.

8. Each owner or the lessee of his unit as applicable shall have a right to use and enjoy the common elements provided such use shall be limited to the use permitted by the Declaration of Condominium and other governing documents of the Regime.

XI.

DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. Person -- the term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner -- the term "owner" for purposes of these Bylaws shall mean any person who owns or holds for himself an interest in one or more units subject to the Regime provided that the holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable title shall be an owner.

3. Unit -- the term "unit" shall mean and refer to each of the condominium units located in the buildings situated upon the property designed, numbered and intended for use as a residence separately or in conjunction with other units and not owned in common with other owners in the Regime.

4. Ownership units -- the term "ownership units" means the number of ownership units assigned to each condominium unit by the Declaration of Condominium for purposes of voting, assessment, and determination of each unit's appurtenant share of the common elements (provided, however, that such ownership units maybe used for other purposes).

5. Common expenses -- common expenses include:

(a) expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.

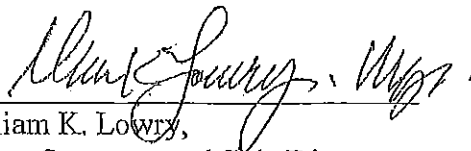
(b) expenses declared common expenses by the Declaration or these Bylaws.

(c) any valid charge against the Regime as a whole.

6. Singular, plural gender - whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of general shall include all genders.

7. Developer -- the term "developer" means Lowry & Hodge, L.L.C., or its successors or assigns.

LOWRY & HODGE, L.L.C.

By 
William K. Lowry,
Acting Secretary and Sole Director

**CONSENT OF MORTGAGEE
TO
SUBMISSION OF PROPERTY
TO
CONDOMINIUM REGIME**

The undersigned, Liberty Bank, F.S.B., is the holder of a mortgage against the real estate submitted to the Dovetail Condominium Regime by the Declaration of Submission of Property to Horizontal Property Regime for the Dovetail Condominiums to which this Consent is attached. Such mortgage is recorded in Book 10896, Page 752 of the Polk County, Iowa, records. By its execution of this Consent, the undersigned hereby consents to the submission of the property covered by such mortgage to the Dovetail Condominium Regime, and agrees that from the time of the filing of said Declaration in the Office of the Polk County, Iowa recorder, the lien of such mortgage shall become a lien on the individual units and their undivided percentage interest in the common elements of the Condominium Regime, and such mortgage shall be partially released to each such unit and its undivided percentage interest in the Condominium Regime upon payment to the undersigned of an amount to be agreed to as to each such unit between the Developer and the undersigned prior to the sale of each unit to a third party.

Dated this 25 day of April, 2006.

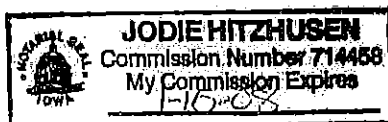
Liberty Bank, F.S.B.

By: Bruce L Anderson

Market President Title

STATE OF IOWA)
)ss:
COUNTY OF Linn)

On this 25 day April, 2006, before me, the undersigned, a Notary Public in and for said County and State, personally appeared Bruce Anderson, to me personally known, who being by me duly sworn, did say that she/he is the Market President, of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Bruce Anderson as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and by her/him voluntarily executed.



Jodie Hitzhusen
Notary Public In And For The State Of Iowa

Seller Disclosure of Property Condition and Lead Based Paint Disclosure

Property Address: 7 Doughtail Rd.

Seller: Lowy Hodge LLC

Purpose of Statement: Completion of this form shall satisfy the requirements of Chapter 558A of the Iowa Code which mandates the seller's disclosure of the condition of and information about the property the seller is about to sell. This statement shall not be a warranty of any kind by the seller or seller's agent and shall not be intended as a substitute for any inspection or warranty the purchaser may wish to obtain.

Instructions to the Seller: (1) Complete this form yourself and fill in all blanks. (2) Report known conditions affecting the property. (3) Additional pages or reports may be attached. (4) If some items do not apply to your property, write NA (not applicable). (5) All approximations must be identified as approximations (AP). If you do not know the facts, write UNKNOWN.

Appliances/System:

Range/Oven
Dishwasher
Refrigerator
Hood/Fan
Disposal
TV antenna, satellite
Garage door opener/control(s) 1 control
Alarm Systems
Central AC
Central Vacuum
Attic Fan
Water Softener/Conditioner
Microwave
Trash Compactor

Included in the Sale

☒ Yes ☐ No
☒ Yes ☐ No
☒ Yes ☐ No
☐ Yes ☒ No
☒ Yes ☐ No
☐ Yes ☒ No
☒ Yes ☐ No
☐ Yes ☒ No
☒ Yes ☐ No
☐ Yes ☒ No
☒ Yes ☐ No
☐ Yes ☒ No
☒ Yes ☐ No
☐ Yes ☒ No

Good Working Order?

☒ Yes ☐ No ☐ Unknown
☒ Yes ☐ No ☐ Unknown
☒ Yes ☐ No ☐ Unknown
☐ Yes ☐ No ☐ Unknown
☒ Yes ☐ No ☐ Unknown
☐ Yes ☐ No ☐ Unknown
☒ Yes ☐ No ☐ Unknown
☐ Yes ☐ No ☐ Unknown
☒ Yes ☐ No ☐ Unknown
☐ Yes ☐ No ☐ Unknown
☒ Yes ☐ No ☐ Unknown
☐ Yes ☐ No ☐ Unknown
☒ Yes ☐ No ☐ Unknown
☐ Yes ☐ No ☐ Unknown
☐ Yes ☐ No ☐ Unknown

Exceptions/Explanations of the "NO" responses above, if any: This is new construction. Manufacturer warranties apply to all appliances.

HOUSEHOLD APPLIANCES ARE SOLD IN WORKING ORDER EXCEPT AS NOTED AND ARE NOT UNDER WARRANTY BEYOND CLOSING.

Reserved Items: The following items which would ordinarily be considered a part of the real estate have been reserved by the seller on the Listing Contract and shall not be included in the sale.

☒ None

Property conditions, improvements and additional information:

- Basement/Foundation: Has there been known water or other problems?
If yes, please explain ☐ Yes ☒ No
- Roof Type Asphalt shingle Has there been evidence of leaks?
Any known repairs? ☐ Yes ☒ No
If yes, date of repairs or date of replacement ☐ Yes ☒ No
- Siding type vinyl ☐ Unknown
Any known problems? ☐ Unknown
If yes, please explain ☐ Yes ☒ No
- Windows - Any known problems? ☐ Yes ☒ No
If yes, please explain ☐ Yes ☒ No
- Well and pump: Any known problems? NA ☐ Yes ☐ No
Type of well (depth/diameter), age and date of repair?
Has the water been tested? ☐ Yes ☐ No ☐ Unknown If yes, date of last report?
Results:
- Septic tanks/drain fields: Any known problems? NA ☐ Yes ☐ No ☐ Unknown
Location of tank? ☐ Unknown Age ☐ Unknown
Date tank last cleaned? ☐ Unknown
- Sewer: Any known problems? ☐ Yes ☒ No
Any known repairs? ☐ Yes ☒ No
Date of repairs? ☐ Yes ☒ No
- Heating system(s): Any known problems? ☐ Yes ☒ No
Date of repairs? ☐ Yes ☒ No

Buyer's Initials _____

Seller's Initials [Signature]

HOME BUILDERS WARRANTY

RE: _____

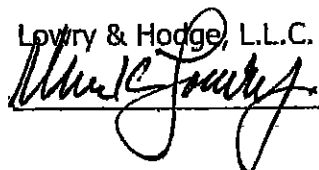
(Insert address of property)

1. The dwelling constructed on the above-described property ("Home") has or will be constructed in a good and workmanlike manner by Lowry and Hodge, L.L.C., ("Contractor"). It will be inspected by Contractor's personnel and, where required, by the building department of the area in which it is situated.
2. Contractor hereby warrants to the Owner(s) that the Home shall be free of defects in workmanship and materials for a period of one (1) year from the date Owner(s) take possession. Owner(s) must give Contractor written notice of any defects before the warranty expires.
3. Contractor assigns to Owner(s) all warranties provided by manufacturers and suppliers as to all appliances and equipment related to the Home. Contractor provides no warranties in addition to the manufacturer's warranty for appliances and equipment such as refrigerator, range, space heater, hot water heater, washing machine, clothes dryer, dishwasher, garbage disposal, microwave, ventilating fan, air conditioner, etc.
4. Contractor does not assume responsibility for: (i) damage due to ordinary wear and tear, or abusive use, (ii) defects that are the result of characteristics common to the materials used, (iii) loss or injury caused in any way by the elements, (iv) conditions resulting from condensation on, or expansion or contraction of, or settling of, materials, or (v) paint over newly-textured interior walls.
5. Detection of water leaks are the responsibility of the Owner(s), therefore the Owner(s) should check under sinks in kitchen and bath areas, laundry areas and furnace room during the first two-three weeks after closing and once a month thereafter. During the warranty period, plumbing repair costs due to leakage will be covered by the Contractor. Other costs will be the responsibility of the Owner(s).
6. This warranty is not transferable. Any obligation under it terminates if the property is resold or shall cease to be occupied by Owner(s) to whom it is originally issued.
7. Any request for service must be sent in writing to Contractor's office at PO Box 68, Cumming, IA 50061 in the County of Warren, State of Iowa.
8. All repairs and adjustments will be confined to the limit set forth in this warranty.
9. THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, STATUTORY OR OTHERWISE, EXPRESSED OR IMPLIED, ALL OTHER REPRESENTATIONS MADE BY THE UNDERSIGNED AND ALL OTHER OBLIGATIONS OR LIABILITIES WITH RESPECT TO THE HOUSE COVERED BY THIS WARRANTY. IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS ARE EXPRESSLY EXCLUDED FROM THIS WARRANTY AND THE UNDERSIGNED'S OBLIGATION SHALL NOT EXCEED ITS OBLIGATION SET FORTH IN THIS WARRANTY.

Owner _____

Date _____

Lowry & Hodge, L.L.C.

 Date _____

Lowry & Hodge, LLC

Final Walk-Thru and Call-Back Procedure

At least 24-hours prior to closing, sales agent and buyer need to do a final walk-through to verify that all work has been satisfactorily completed prior to closing. All drywall repair and paint touch-up should be noted at the time of the walk-through. Noted repairs and touch-ups will be completed prior to closing. Settling cracks will be addressed after the property has gone through all four season, preferably after the 11 months of ownership and before the 12th month.

Detection of water leaks are the responsibility of the Owner(s), therefore the Owner(s) should check under sinks in kitchen and bath areas, laundry areas and furnace room during the first two-three weeks after closing and once a month thereafter. During the warranty period, plumbing repair costs due to leakage will be covered by the Contractor. Other costs will be the responsibility of the Owner(s). Call the Builder **IMMEDIATELY!** Bill Lowry at 491-0127.



Mindy Cory <info@charklisares.com>

HOA info needed

Dovetail Condos <dovetailcondos@gmail.com>
To: Mindy Cory <info@charklisares.com>

Fri, Aug 21, 2026 at 3:38 PM

Hello Mindy,

After speaking with Char, I wanted to let you know you know that starting September 1, 2026, Dovetail Condos Association will be transferring 15% of dues into the reserve funds to help first time home buyers purchase units. Also, the HUD listing for Dovetail Condos shows expired, but we are following all regulations we know of to comply with funding opportunities.

The Bylaws document I am attaching includes articles and Bylaws all in one document. I am attaching the latest Dues Increase letter which discusses the current rate as of January 1, 2025, of \$180/month, to include a 7-day grace period and \$25 late fee penalty if past 7 days. Please let me know if you need anything else or have any questions. Dovetail Condos is currently at 100% of all units current on dues with one unit that is paid through the end of 2026.

We are currently insured by State Farm (Document titled Dovetail.pdf) with a 3% Wind Hail Deductible and \$75,000 deductible. All unit owners have been notified that they should be adding Loss Assessment to their HO6 policies to help offset any future assessments related to accident/damage covered by the Master Policy in the event the insurance company would need to be engaged for massive repairs.

Please let us know if there is anything else we can help you with.

Kind Regards,

Treasurer Lotus Sparks
310-819-2988

On Aug 21, 2026, at 8:51 AM, Mindy Cory <info@charklisares.com> wrote:

Hello,

I am reaching out for Realtor Char Klisares to find all HOA info I can for the property address of 701 SE Dovetail Road, Unit 12 that is under your management at Dovetail Condominium Association.

I need help verifying the current HOA fee, how often they're paid, any current or expected assessment, and the fee for the HOA affidavit?

Can you provide the most recent copies of the following documents:

- The Home/Townhome/Condominium's Declaration
- By-Laws, Articles of Incorporation
- Rules and Regulations
- All Amendments
- Last 3 Association meeting minutes
- Current Financial Statements including Profit & Loss Statement and Balance Sheet
- A Copy of Association's Master Insurance Certificate

Thank you in advance for your help - let me know if you have any questions.



MINDY CORY
Director of Operations
for **CHARKLISARES** REAL ESTATE

📞 251-776-8766

✉ info@charklisares.com

🌐 www.charklisares.com

📍 102 1st Street SE, Bondurant IA 50035

CHARKLISARES
REAL ESTATE
United Communities



8 attachments

 **DCA Board Meeting Minutes 8.19.26.pdf**
49K

 **DCA Board Meeting Minutes 7.17.26.pdf**
49K

 **DCA Board Meeting Minutes 6.1.26.pdf**
48K

 **Bylaws.pdf**
4368K

 **HOA Dues Increase 2025.pdf**
213K

 **StatementofActivity-6.pdf**
12K

 **StatementofFinancialPosition-7.pdf**
10K



Dovetail.pdf
525K

Dovetail Condominiums Association

Statement of Activity
January 1-August 21, 2026

	Total
Revenue	
Association Fee Income	
Association Fee Income	45,328.10
Total for Association Fee Income	\$45,328.10
Property Management Fee	855.00
Unapplied Cash Payment Revenue	900.00
Total for Revenue	\$47,083.10
Gross Profit	\$47,083.10
Expenditures	
Alarm System	881.15
Contract & professional fees	
Accounting fees	315.00
Legal fees	-500.00
Total for Contract & professional fees	-\$185.00
Fire Safety Repair & Maintenance	1,769.85
Insurance	8,419.56
Lawn Care/Mowing	2,082.25
Occupancy	
Utilities	1,990.95
Total for Occupancy	\$1,990.95
Office expenses	\$3.20
Bank fees & service charges	-0.37
Office supplies	2.10
Property Management	4,341.11
Quickbooks Bookkeeping Software	1,049.21
Total for Office expenses	\$5,395.25
QuickBooks Payments Fees	241.95
Repair & Maintenance Equipment	311.33
Repairs & maintenance	\$13,563.29
Cleaning	480.00
Cleaning - Vacuum Hallways and Clean Entryway Windows and Doors	2,940.00
Total for Repairs & maintenance	\$16,983.29
Snow Removal	1,794.00
Taxes Paid to State of Iowa	5.00
Waste Connections - Trash Pickup	4,973.53
Total for Expenditures	\$44,663.11
Net Operating Revenue	\$2,419.99
Other Revenue	
Interest Earned	377.04

Dovetail Condominiums Association

Statement of Activity
January 1-August 21, 2026

	Total
Late Fee Income	200.00
Total for Other Revenue	\$577.04
Net Other Revenue	\$577.04
Net Revenue	\$2,997.03

Dovetail Condominiums Association

Statement of Financial Position

As of Aug 21, 2026

	Total
Assets	
Current Assets	
Bank Accounts	
Cash	0.00
CHARTER MONEY MARKET (6244) - 1	65,778.30
SMALL BUSINESS (4541) - 1	3,429.43
Total for Bank Accounts	\$69,207.73
Other Current Assets	
Payments to deposit	0.00
Total for Other Current Assets	\$0.00
Total for Current Assets	\$69,207.73
Total for Assets	\$69,207.73
Liabilities and Equity	
Liabilities	
Total for Liabilities	
Equity	
Opening balance equity	62,165.32
Retained Earnings	4,045.38
Net Revenue	2,997.03
Total for Equity	\$69,207.73
Total for Liabilities and Equity	\$69,207.73

Dovetail Condo Association

P.O. Box 576, Grimes, Iowa 50111-0576

TO: Dovetail Condominium Units Owners

From: Dovetail Condominiums Association

Board of Directors

DATE: September 2024

SUBJECT: Increase in Monthly HOA Dues 2025

The Dovetail Condominiums Association HOA bylaws require a certain level of overall insurance covering both Dovetail Condominium buildings. This amount of coverage, also, satisfies mortgage lender companies requirement of 10% of the HOA income to be allocated into a separate savings account for any upcoming maintenance and repairs of the property. In 2024, Pekin, the insurance company Dovetail Condominiums Association Board of Directors had been using, terminated all insurance plans for condominiums and townhomes in the state of Iowa. Multi-family housing insurance has been difficult to find, expensive, and restrictive in homeowner activities and lifestyles. The Board of Directors were able to secure a comparable insurance policy with State Farm, however, at a much higher cost, more than doubling the premium year over. This policy had the least amount of restrictions, and it costs nearly the same as the other policies available. The other policies required annual roof inspections at cost to Dovetail Condominiums, and gas grills were not allowed within 20 feet of the buildings.

The Board also learned of regular maintenance needing performed for the dryer air vents for each unit, which had not been serviced before by the association. Homeowners who were present at the annual meeting in June unanimously voted to use HOA funds to service the dryer air vents for all units. Lint trapped in dryer air vents accounts for 80% of home fires so the homeowners present decided it was an important building safety measure. The Board was able to get a highly discounted rate when servicing all 24 units rather than each unit owner paying for their own. The Board has approved annual air dryer vent cleanings for all units in the 2025 budget.

Based on the increase of required insurance costs, maintenance of the buildings, required savings of 10% of dues each month, and high inflation rates, the Association has no alternative than to increase the monthly dues. The Board consulted with local realtors who identified healthy HOAs within the Greater Des Moines Area that charge \$225-\$275/month and even more if the community has a pool. The new monthly dues assessed to each unit will increase from the present \$160/per month to \$180/per month. The new monthly Association fee goes into effect for payments due on January 1, 2025.

The Board will retain guidelines for late or non-payments received from unit owners. Please note, all HOA payments are due in full by the 1st day of each month. There is a 7-day grace period where no penalty will apply.

The following chart outlines late penalties that may be assessed to unit balances if not paid by the 1st of the month.

PAYMENT RECEIVED	PENALTY
Paid by the 7th of the Month	\$0
Payments received after the 7th of the month	\$25
Payments received after the 21st of the month	A lien may be assessed to the unit

Thank you for your understanding.

Eric Koger, President (515-918-4779) – Larry Satterlee, Vice President (515-777-5649)

Lotus Liz Sparks (f/k/a Elizabeth Hoyt), Treasurer (310-819-2988) Association E-mail – dovetailcondos@gmail.com

RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT

This is an approved uniform DMAAR Form



Des Moines Area Association of REALTORS

PROPERTY ADDRESS 701 SE Doetail Road #12, Grimes, IA 50111

PROPERTY OWNER Lotus Liz Sparks

PURPOSE OF STATEMENT

Completion of this form shall satisfy the requirements of Chapter 558A of the Iowa Code which mandates the Seller disclosure of the condition of, and information about, the property the Seller is about to sell unless the property is exempt. This statement shall not be a warranty of any kind by the Seller or Listing Agent and shall not be intended as a substitute for any inspection or warranty the Buyer may wish to obtain.

EXEMPT PROPERTIES

Seller is exempt from completing this form on the basis that:

- ☐ The property contains no dwelling units or more than 4 dwelling units.
- ☐ This transfer is between joint tenants or tenants in common.
- ☐ This transfer is to a spouse or a lineal descendent of Seller.
- ☐ This transfer is by a power of attorney.
- ☐ This transfer is between spouses as a result of a dissolution of marriage.
- ☐ This transfer is made pursuant to a court order.
- ☐ Seller is a lender selling a foreclosed property.
- ☐ This transfer is to or from a governmental body.
- ☐ This transfer is by quit claim deed.

If Seller is an Estate, Conservatorship, or Trust, check the appropriate box below:

Was or will the fiduciary be an occupant in possession of the property at any time within the 12 consecutive months immediately preceding the date of sale of the property?

- ☐ Yes. Seller to complete disclosure form
- ☐ No. Seller is exempt from completing disclosure form.

Seller certifies that the property is exempt from the requirement(s) of Iowa Code 558A because one of the exemptions above. If so: sign and stop here.

Buyer	Seller
Date	Date

Buyer	Seller
Date	Date

SELLER INSTRUCTIONS

Unless EXEMPT as noted above, Seller must complete this entire RESIDENTIAL PROPERTY SELLER DISCLOSURE STATEMENT and respond to ALL questions, OR attach reports allowed by Iowa Code section 558A.4(2).

Seller must disclose all known conditions materially affecting this property and provide information in good faith, making a reasonable effort to ascertain the required information.

- ☐ If the required information is known, indicate by checking the box (YES)
- ☐ If there have been no identified or reported issues, indicate by checking the box (NO)
- ☐ If the required information is unknown, indicate by checking the box (UNK)
- ☐ If an item does not apply to this property, indicate that it is not applicable (N/A)
- ☐ If the required information is unavailable following a reasonable effort, use an approximation of the information and identify your response as approximation (AP)
- ☐ Keep a copy of this statement with your other important papers
- ☐ Additional pages may be attached as needed

BUYER INITIALS

BUYER INITIALS

SELLER INITIALS

SELLER INITIALS

PROPERTY ADDRESS 701 SE DOWTAIL ROAD #12, GRIMES, IA 50111

EVERY QUESTION MUST BE ANSWERED AS DIRECTED ON FORM - CHECK ONLY ONE RESPONSE IN EACH STATEMENT

1. Basement/Foundation: Any known water or other problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
2. Roof: Any known problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
Any known repairs?..... YES ☒ NO ☐ UNK ☐ N/A ☐
If yes, date of repairs/replacement: 8/20/18 AP ☒
3. Well and Pump: (If not applicable, check the box and skip to Question #4) N/A ☒ YES ☐ NO ☐ UNK ☐ N/A ☒
Any known problems?..... YES ☐ NO ☐ UNK ☐ N/A ☒
Any known repairs?..... YES ☐ NO ☐ UNK ☐ N/A ☒
If yes, date of repairs/replacement: _____ AP ☐
Any known water tests?..... YES ☐ NO ☐ UNK ☐ N/A ☒
If yes, date of last report: _____ AP ☐
and results: _____ YES ☐ NO ☐ UNK ☐ N/A ☒
4. Septic Tanks/Drain Fields: (If not applicable, check box and skip to Question #5) N/A ☒ YES ☐ NO ☐ UNK ☐ N/A ☐
Any known problems?..... YES ☐ NO ☐ UNK ☐ N/A ☒
If yes, explain: _____ YES ☐ NO ☐ UNK ☐ N/A ☒
Has the system been inspected by an Iowa DNR certified inspector within 2 years? YES ☐ NO ☐ UNK ☐ N/A ☒
Date of Inspection: _____ AP ☐
Has the system been pumped/cleaned within the last 3 years?..... YES ☐ NO ☐ UNK ☐ N/A ☒
Date tank last cleaned: _____ AP ☐
(Note: If inspected within 2 years of closing date, system may not need inspection,
and if pumped within 3 years, system may not need pumping/cleaning)
General location of system: _____
Age of system: _____ AP ☐ UNK ☐
5. Sewer System: Any known problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
Any known repairs?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date of repairs/replacement: _____ AP ☐
6. Heating System(s): Any known problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
Any known repairs?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date of repairs/replacement: _____ AP ☐
7. Central Cooling System(s): Any known problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
Any known repairs?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date of repairs/replacement: _____ AP ☐
8. Plumbing System(s): Any known problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
Any known repairs?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date of repairs/replacement: _____ AP ☐
9. Lead and/or Galvanized Water Service Line
Are there currently, or have there ever been, any lead and/or galvanized water
service lines present? YES ☐ NO ☐ UNK ☒ N/A ☐
If yes, please provide more information. _____
10. Electrical System(s): Any known problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
Any known repairs?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date of repairs/replacement: _____ AP ☐
11. Pest Infestation (termites, carpenter ants, bats, etc.): Any known problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date(s) of treatment: _____ AP ☐
Any known structural damage?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date(s) of repairs/replacement: _____ AP ☐
12. Asbestos: Any known to be present in the structure?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, explain: _____
13. Radon: Any known tests for the presence of radon gas?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, date of last report: _____ AP ☐ and results: _____ YES ☐ NO ☐ UNK ☐ N/A ☒
14. Lead-Based Paint: Any known to be present in the structure?..... YES ☐ NO ☒ UNK ☐ N/A ☐
15. Flood Plain: Do you know if the property is located in a flood plain?..... YES ☐ NO ☒ UNK ☐ N/A ☐
If yes, what is the flood plain designation? _____

BUYER INITIALS

BUYER INITIALS

SELLER INITIALS

SELLER INITIALS

PROPERTY ADDRESS 701 SE DOWTAIL ROAD #12, GRIMES, IA 50111

16. Zoning: Do you know the zoning classification of the property?..... YES ☒ NO ☐ UNK ☐ N/A ☐

If yes, what is the zoning classification? R3

17. Covenants: Is the property subject to restrictive covenants?..... YES ☒ NO ☐ UNK ☐ N/A ☐

If yes, a true, current copy of the covenants can be obtained:

☒ Attached to this Property Disclosure

☐ At the _____ county recorder's office

☐ Other: _____

18. Easements/Encroachments: Any known or unrecorded easements/encroachments? YES ☐ NO ☒ UNK ☐ N/A ☐

19. Shared or Co-Owned Features: Any features of the property known to be shared in common with adjoining landowners, such as walls, fences, roads, and driveways whose use or maintenance responsibility may have an effect on the property?..... YES ☐ NO ☒ UNK ☐ N/A ☐

Any known "common areas" such as pools, tennis courts, walkways, or other areas co-owned with others, or a Homeowner's Association which has any authority over the property?.....

YES ☐ NO ☒ UNK ☐ N/A ☐

20. Physical Problems: Any known settling, flooding, drainage or grading problems?..... YES ☐ NO ☒ UNK ☐ N/A ☐

21. Private Burial Grounds: Does property contain any private burial grounds?..... YES ☐ NO ☒ UNK ☐ N/A ☐

22. Structural Damage: Any known structural damage or modification?..... YES ☐ NO ☒ UNK ☐ N/A ☐

If yes, what is the damage or modification?

23. Has there been a property/casualty loss resulting in an insurance claim? YES ☒ NO ☐ UNK ☐ N/A ☐

If yes, indicate date(s) 8/2018

Loss type(s) ROOF DAMAGE

Loss amount(s) \$ ~98,000

Correction(s) ROOFS on both

buildings of Dowetail Condominiums and garages were repaired & replaced

24. Are you related to Listing Agent? YES ☐ NO ☒ UNK ☐ N/A ☐

You MUST explain any "YES" response(s) above. Use additional sheets as necessary:

SELLER(S) DISCLOSURE

Seller discloses the information regarding this property based on information known or reasonably available.

The Seller has owned the property since 2/3/2017. The Seller certifies that as of the date signed this information is true and accurate to the best of my/our knowledge. If any changes occur between the date Seller completes this form and the date of closing which would result in any of the above disclosures being inaccurate, Seller shall immediately disclose such changes to Buyer in writing, unless the statement is not required to be amended per 558A.3(2).

Seller acknowledges requirement that Buyer be provided with the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Health and Human Services.

[Signature]
Seller
8/21/2026
Date

[Signature]
Seller
8/21/2026
Date

BUYER ACKNOWLEDGMENT

Buyer acknowledges receipt of a copy of this Residential Property Seller Disclosure Statement. This statement is not intended to be a warranty or to substitute for any inspection Buyer may wish to obtain. Buyer acknowledges receipt of the "Iowa Radon Home-Buyers and Sellers Fact Sheet" prepared by the Iowa Department of Health and Human Services.

Buyer

Date

Buyer

Date

701 SE DOVETAIL ROAD #12, GRIMES, IA 50111

REPAIRS / UPDATES

- 8/2026 Replaced Sink faucet & p-trap - guest bathroom
water connector lines
- 7/2026 New T & P Valve for Water Heater
- 7/2026 Replaced Guest bathroom Light Fixture
- 6/2026 Serviced smoke detectors
- 5/2026 Dryer Airvent cleaning services
- 5/2026 Replaced over the stove microwave unit with vent
hood to include all filters checked
- 6/2025 Installed WaterDrop Tankless Reverse Osmosis System
in Kitchen sink. CF filter replaced 12/25 & 6/26
- 7/2025 Repaired dryer → replaced dryer heating
component
- 4/2024 Replaced flooring to luxury vinyl plank (life proof)
• Added sound dampening layer to flooring
• bathroom tub & shower re-caulked w/ new flooring
• all closets, bedrooms, bathrooms, Kitchen, &
living room have the same flooring
• replaced toilet wax rings in both bathroom
- 6/2024 Repaired guest toilet - replaced flapper & chain
- 6/2024 Repaired master bath toilet - replaced toilet seat
- 5/2024 Gas fireplace vent screen added to exterior
side → prohibits birds
• replaced gas fireplace logs
• replaced gas fireplace rocks

701 SE DOVETAIL ROAD, #12, GRIMES, IA 50111

REPAIRS/UPDATES

- 2/2023 Dryer Air Vent Duct → replaced
- 11/2023 Balcony Screen door → replaced
- 5/2020 New refrigerator
- 8/2018 New roofs on all buildings & garages - hail damage
- 5/2019 New Water Heater
- 5/2018 Upgraded Kitchen light fixture to LED
- 6/2019 Repaired balcony railing → for safety
- 2/2017 Repaired toilet master bath → replaced toilet flapper & chain
- 2/2017 Smart lock → installed Schlage smart lock
- can be locked / unlocked via app
 - programmable by Wink App
- 2/2017 Smart Thermostat → installed ecobee smart home thermostat → can be adjusted w/ ecobee app
- 2/2017 Smart ^{Carbon} Monoxide sensor
- 2/2017 Replaced → w/ new garbage Disposal
- 2/2017 Repaired → oven temp sensor replaced
- 2/2017 MyQ garage door smart control → manage garage door from MyQ app
- 6/2019 Replaced Kitchen sink faucet

Note to buyers: sellers to not have original doors to laundry room and primary bedroom closet. Curtains and rods will stay with the property.



UTILITY INFORMATION

Property Address:	701 SE Dovetail Road, 12, Grimes, Iowa 50111
Seller(s) Name:	Lotus Liz Sparks and James Cozmo Sparks
Buyer(s) Name:	
Date of Purchase Agreement:	

Seller is providing the following contacts to assist buyers with the transfer of utilities. There might be a variety of options for each utility. The list below simply shows the provider currently used by the Seller.

PLEASE NOTE: Seller's will cancel utilities for the property effective

ENTER DAY OF CLOSING

GAS

Provider: MidAmerican

Phone: 1 (888) 427-5632

WATER

Provider: City of Grimes

Phone: 515-986-3036

HOME PHONE/CABLE

Provider:

Phone:

INTERNET

Provider:

Phone:

MAILBOX CLUSTER

Location: free PO Box included with property

Box Number: Post office will not deliver to Dovetail so a free PO BOX is provided. Buyers can bring sale paperwork to USPS to apply for their free box

ELECTRIC

Provider: MidAmerican

Phone: 1 (888) 427-5632

TRASH

Provider: HOA provides

Phone:

Day of Pick Up: N/A

Recycle Day of Pick Up: N/A

Leaving Bins at Property:

HOME SECURITY

Provider:

Phone:

DOOR BELL SECURITY

Provider:

Phone:



First American
*Home Warranty*SM

FIRST AMERICAN HOME WARRANTY PLANS

MORE Coverage.
MORE Upgrades.
MORE Peace of Mind.



Our most comprehensive coverage ever. Customizable plans and reduced out-of-pocket costs.



THE MAX PLAN



NO HVAC REFRIGERANT LIMIT



RE-KEY SERVICE FOR BUYERS

firstamrealestate.com | 800.444.9030

Midwest



Home Warranty Overview

Buyers can
order home
warranties up
to 60 days
post-close.

Easy-to-use coverage

24/7 access: Sign in at firstamrealestate.com
or call 800.992.3400

What is a home warranty plan?

A home warranty is a renewable service protection plan for a home's major appliances and systems. First American offers plans for new homebuyers, sellers, and homeowners.

Our home warranty plans help protect home sellers from costs and delays during their listing period and homebuyers from costly breakdowns after their closing.

How do home warranties work?

With a First American home warranty, when a covered appliance or system breaks, if we can't repair it, we'll replace it.* We work with you and our network of independent prescreened service providers to deliver quality service and value you can rely on.

How does a home warranty help you?

Home warranty coverage is the best way to protect your budget and take the stress and hassle out of repairing or replacing expensive home systems and appliances when they fail.

Since 1984, and across the country, First American has provided more than 12 million home warranty members like you with high-quality, industry-leading protection that helps make homeownership easier.

What does your plan cover?

On page 6 you'll see a sample contract for homebuyers and sellers. It shows what our product covers and available options. You'll also find details on what's not covered and any coverage limitations.

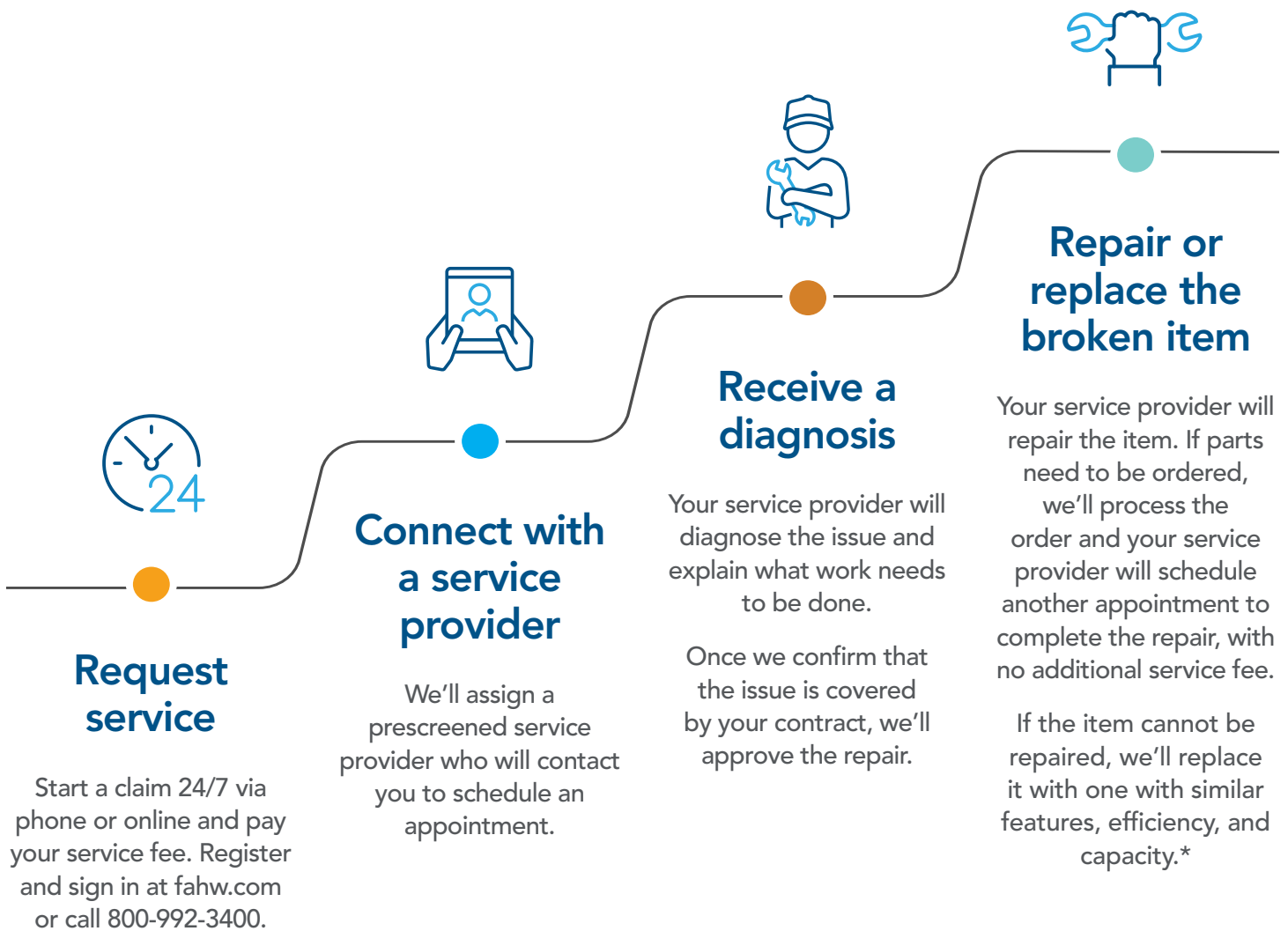
What home warranty benefits are included?

We are here for you when the things you count on break, but there's more to enjoy about home warranty membership. Your plan includes exclusive member benefits and discounts that help make owning a home even easier.

See page 4 for member details and learn how to start using your benefits to help you with moving, completing projects, taking discounts on new appliances, and more.

*In some instances, Homeowner and First American may agree to payment of cash in lieu of repair or replacement. Payment will be made based on First American's negotiated rates with its suppliers, which may be less than retail. Please review the sample contract for specific coverage, terms and limitations.

How Our Home Warranty Service Process Works



*For kitchen refrigerators, repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

Why Choose First American?

First American is a leading provider of home warranties with the experience and strength of an industry leader. Since 1984, First American has provided quality protection for homeowners across the nation, through more than 12 million home warranties.



Exclusive Member Benefits



Before Your New Home Closes

Save \$100 On Handyman and Moving Services

You'll get a Porch Home Assistant Gold membership and four \$25 coupons for handyman and moving services.* Let Porch handle all the extra tasks that come with moving, such as lining up home improvement pros, setting up utility service, and more. Visit porch.com/home-assistant/First-American to get started.

*Disclaimer: Limit one coupon per appointment. Coupons may not be combined with any other offers or discounts. Please notify Porch of your coupon during booking. Discount will be applied at the time your appointment is scheduled. Porch Services may not be available in all areas.

After Your Home Closes

Re-key Service

Use your online account to request service to get your home's locks keyed. You'll pay the usual home warranty service fee and get up to six locks re-keyed and receive four copies of the new keys.

Everyday Savings

Get Up to 40% off Appliances

Need to update the appliances in your new home? Save big on major brands like GE, Frigidaire, and Electrolux.

Save 10% on Home Projects and Services

Get special savings on home projects from a local off-duty firefighter through Hidrent. They can help with everything from lighting fixtures and TV mounting to cleaning gutters and general handyman services.

Get 5% off Refrigerator Water Filters

Enjoy 5% off filters and free shipping when you subscribe to refrigerator water filter delivery service.

How to Access Your Benefits

Simply sign in or register at fahw.com and click **Member Benefits** to access these amazing benefits. After your closing date, you'll be ready to schedule your re-key service and secure your home with new keys.



Upgrade Highlights

Our home warranty coverage is a comfort to budget-minded homeowners when covered household items break. Our upgrades help them extend — and customize — their coverage even more.



First Class Upgrade

- Up to \$250 for building permits
- Up to \$250 for correcting code violations
- Coverage for improper installations



Codes, Mods, and More

- Up to \$1,250 for correcting code violations and making modifications
- Coverage for HVAC zone controllers

Only available with the purchase of First Class Upgrade



Plumbing Plus

- Up to \$1,500 for plumbing encased in concrete
- Up to \$1,000 for external pipe leaks
- Up to \$250 for ground-level cleanouts
- Up to \$250 to clear stoppages caused by roots



Appliance Plus

Includes DOUBLE the coverage of the Basic Plan: \$7,000 per appliance for covered luxury items

Sample Contract & Coverage Overview

SHOULD YOU NEED SERVICE PLEASE READ THIS SERVICE CONTRACT (Contract) CAREFULLY and then place your claim at fahw.com or by calling (800) 992-3400.

This is a Contract for repair or replacement of expressly identified appliances, home systems, parts, components or equipment (collectively, Item(s)). Have your Contract number, make or model of covered Item and complete street address available. Service call fee is disclosed on your Home Warranty Summary page that precedes this Contract and is due at the time of claim placement (**one time service call fee per Contract for Optional Subterranean Termite Treatment is \$200**). In some cases, you may be offered a remote service visit.

IMPORTANT

This Contract covers only the Items expressly identified in this Contract and excludes all others (although only by way of example does Contract offer exclusions; which are not exhaustive). Items are not covered unless they are in safe working order at the start of coverage. To be covered, Items must be installed for diagnosis and located within the confines of the perimeter of the foundation of the primary living quarters or garage (except for coverages purchased that, by their description, are located outside of the foundation, including well pump, septic tank, sewage ejector pump, pressure regulator, air conditioning, pool/spa equipment or plumbing plus). This Contract provides coverage for unknown defects if the defect is not detectable through visual inspection or simple mechanical test (excluding renewal and non-real estate transaction customers). Items include malfunctioning systems and appliances due to lack of maintenance, rust, corrosion and chemical or sedimentary build-up. "Service Provider(s)" means all trade businesses who signed a written contract with First American Home Warranty Corporation (Company) (obligor). **Company will not reimburse you for services performed without prior approval. Company has the sole right to choose a Service Provider.**

COVERAGE TIME AND RENEWAL

You must report defects or malfunctions to Company during the term of this Contract.

1. Contract Effective Date is located on your Home Warranty Summary page. Coverage begins on Contract Effective Date and continues for 12 months, except;
 - A. Basic Seller's Coverage and Seller's Options (if elected) starts upon receipt of Contract number and continues until expiration of the initial listing period not to exceed 180 days or until close of sale or listing cancellation (whichever is first). Seller's Coverage may be extended at the discretion of Company.
 - B. New Construction Coverage begins 12 months after the close of sale and continues for 48 months.
 - C. Two-Year Coverage begins on Contract Effective Date and continues for 24 months.
2. Payment is due at close of sale and must be received by Company within 30 days.
3. Offer for future coverage is at Company's sole discretion. You will be notified of rates and terms for continuation of coverage.



Member of the NATIONAL HOME
SERVICE CONTRACT ASSOCIATION.

BASIC CONTRACT COVERAGE

It is important to review Limits of Liability as well as the Options Ordered section of your Home Warranty Summary page.

PLUMBING – Covered

- Pressure regulators
- Garbage disposal: all parts
- Circulating hot water pump
- Instant hot water dispenser: all parts
- Bathtub motor, pump and air switch assemblies
- Permanently installed sump pumps (ground water only)
- Valves: shower, tub, diverter, riser, angle stop and gate valves
- Leaks and breaks of water, drain, gas, vent or sewer lines
- Toilet tanks, bowls and mechanisms (replaced with white builder's standard as necessary)

Not Covered: Fixtures, faucets, filter, shower head, shower arm, shower enclosure and base pan, caulking and grouting, septic tank, hose bibbs, flow restrictions in fresh water lines, water conditioning equipment, sewage ejectors, saunas or steam rooms, whirlpool jets, fire suppression systems, gas lines in fireplace and leaks or breaks caused by freezing or roots.

NOTE: Company is only responsible for providing access for covered plumbing repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of Items located in or under concrete is limited up to \$500.

PLUMBING STOPPAGES – Covered

- Clearing of stoppages in sink, tub, shower drains and toilets. Clearing of sewer and mainline stoppages (including hydrojetting if stoppage is unable to be cleared with cable) to 125 feet of point of access where ground level cleanout is existing. Clearing of lateral drain lines to 125 feet from point of access including accessible cleanout, p-trap, drain or overflow access point.

Not Covered: Stoppages caused by foreign objects, roots, collapsed or broken lines outside the foundation, access to drain or sewer lines from roof vent and costs to locate, access or install a ground level cleanout.

WATER HEATER – Covered

(Includes tankless water heaters)

- All parts, except;

Not Covered: Holding, storage or expansion tanks, flues and vents, fuel storage tanks and solar equipment.

NOTE: Coverage for diagnosis, access, repair or replacement of any modulating condensing boiler, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.

ELECTRICAL – Covered

- Plugs
- Wiring
- Conduit
- Junction boxes
- Doorbells (includes wiring)
- Circuit breakers (including ground fault)
- Smoke detectors
- Panels and sub panels
- Switches and fuses
- Telephone wiring

Not Covered: Computer, audio, video, intercom, fixtures, alarm – and all associated wiring or cables. Inadequate wiring capacity, sensor, relay, low voltage systems, power surges, timed circuits, and phone/utility company's equipment including but not limited to phone jacks, meters and wiring.

NOTE: Company is only responsible for providing access for covered electrical repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

KITCHEN APPLIANCES – Covered

(Limit up to \$3,500 per appliance)

- Dishwasher
- Trash compactor
- Microwave oven (built-in only)
- Kitchen range hood
- Oven/range/cooktop

Not Covered: Rotisseries, lights, knobs, dials, racks, baskets, rollers, removable trays, removable buckets, door glass, interior lining, lock assemblies, meat probe assemblies and clocks (unless they affect the primary function of the unit).

GARAGE DOOR OPENERS – Covered

- Motor
- Receiver unit
- Switches
- Carriage
- Capacitor
- Push arm
- Center rail assembly

Not Covered: Transmitters, adjustments, doors, gates and gate motors, side rails, rollers, hinges and springs.

CENTRAL VACUUM SYSTEM – Covered

- All parts, except;

Not Covered: Hoses and accessories which are removable.

NOTE: Company is not responsible for gaining or closing access to floors, walls or ceilings to locate the malfunction or to effect repair or replacement.

FANS – Covered

- Attic and exhaust fans: all parts.
- Whole house fans: all parts.
- Ceiling fans: all parts, except;

Not Covered: Light kits and remote transmitters.

ADDITIONAL COVERAGE FOR BUYER AND OPTIONAL COVERAGE FOR SELLER

NOTE FOR SELLER: Heating, Central Air Conditioning and Ductwork coverage is optional for the Seller at an additional charge. If elected, Company will pay up to a combined maximum limit of \$1,500 during Seller's Coverage period for such coverage.

HEATING – Covered

- Heat pump
- Gas, electrical, oil furnaces
- Radiators
- Hydronic circulating pumps
- Heating elements
- Mini-split ductless systems
- Gas valves to furnace
- Thermostats (including base)
- Heat pump refrigerant recharging
- Baseboard convectors

Not Covered: Auxiliary space heaters, cable heat, humidifier/dehumidifier systems or accessories, filters (including electronic air cleaners), registers, fuel storage tanks, heat lamps, fireplaces and key valves, fireplace inserts, baseboard casings and grills, chimneys, flues and vents, underground or outside components and piping for geothermal or water source heat pumps, well pumps and well pump components for geothermal or water source heat pumps, grain, pellet, stove style or wood heating units (even if only source of heating), system management or zone control systems (whether manual, electronic, computerized or pneumatic) and heat pump refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit or oil furnace is limited up to \$1,500.
- Coverage for heat exchangers which fail during optional Seller's coverage is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards. This note also applies to central air conditioning.

CENTRAL AIR CONDITIONING – Covered

- Refrigeration system (includes heat pump)
 - Thermostats
 - Condensing unit
 - Refrigerant lines
 - Air handling unit
 - Liquid and suction line dryers
 - Refrigerant recharging
 - Fuses, breakers, disconnect boxes and wiring
 - Evaporator coils (including thermostatic expansion valves)
- Evaporative cooler
- Built-in electric wall units

- Mini-split ductless systems

Not Covered: Humidifier/dehumidifier systems or accessories, registers, grills, filters (including electronic air cleaners), gas air conditioners, wine room cooling units, window units, underground or outside piping and components for geothermal or water source heat pumps, cooler pads, roof jacks or stands, system management or zone control systems (whether manual, electronic, computerized or pneumatic) and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage for diagnosis, access, repair or replacement of any geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit is limited up to \$1,500.
- Company is only responsible for providing access for covered central air conditioning repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish. Coverage for diagnosis, access, repair or replacement of items located in or under concrete is limited up to \$500.
- If Company determines that a package unit or the condenser of a central air conditioning or heat pump split system must be replaced, Company will replace the unit with a unit that meets current federal, state or local government efficiency standards.
- When replacing a central air conditioning or heat pump split system, Company will replace any covered component as well as modify the plenum, indoor electrical, air handling transition and duct connections as necessary to maintain compatibility and operating efficiency as required by the manufacturer of the replacement unit, including the installation of thermostatic expansion valves.

DUCTWORK – Covered

(Limit up to \$1,000)

- Ductwork from the heating or cooling unit to the connection at register or grill.

Not Covered: Grills and registers, improperly sized ductwork, insulation, dampers, collapsed or crushed ductwork, ductwork damaged by moisture, ductwork where asbestos is present, costs for inspections, locating leaks to ductwork, diagnostic testing of ductwork when required by any federal, state or local law, regulation, or ordinance, or when required due to installation or replacement of any system equipment.

NOTE: Company is only responsible for providing access for covered ductwork repairs through unobstructed walls, floors or ceilings and will return the opening to a rough finish.

ADDITIONAL COVERAGE FOR BUYER

The following coverage begins when payment is made at close of sale.

RE-KEY SERVICE – Covered

- The Re-key Service is available one-time per contract and includes the re-key of up to 6 keyholes and 4 copies of the new keys. The current keys for the 6 keyholes must be available and operational at the time of service otherwise additional services will be required.

Not Covered: Sliding doors; garage door openers, replacement of deadbolts, knobs or associated hardware; broken or damaged locks; padlocks; gate, window, file cabinet, safe, desk or mailbox locks; or any other services provided by the locksmith.

NOTE: You will be responsible for payment directly to the locksmith for any additional services.

OPTIONAL COVERAGE FOR BUYER AND SELLER

NOTE FOR SELLER: The following coverage is optional for the Seller at an additional charge.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

(See First Class Upgrade section for details.)

OPTIONAL COVERAGE

NOTE FOR SELLER: The following optional coverage is not available.

NOTE FOR BUYER: You may purchase optional coverage up to 60 days from Contract Effective Date. Such coverage is not effective until payment is received by Company and coverage terminates upon Contract expiration.

POOL/SPA EQUIPMENT – Covered if purchased

- | | |
|--|-------------------|
| • Filters | • Valves |
| • Pumps | • Circuit board |
| • Timers | • Salt water cell |
| • Pump motors | • Heating units |
| • Pool sweep motor and pumps | |
| • Above ground plumbing and electrical | |

Not Covered: All cleaning equipment, including pop up heads, turbo and actuator valves, pool sweeps, liners, lights, structural defects, solar equipment, inaccessible components, humidifier/dehumidifier systems or accessories, jets and respective parts and components, fuel storage tanks, fill valves, system management or zone control systems (whether manual, electronic, computerized or pneumatic), disposable filtration media, chlorinators, ozonators and other water chemistry control equipment and materials, auxiliary, negative edge, waterslide, waterfall, ornamental fountain and their pumping and motor systems or any other pump or motor that does not circulate water from the pool or spa directly into the main filtration system as its primary function, heat pumps, salt, panel box, remote controls and dials.

NOTE: Coverage for salt water pool/spa equipment salt water cell and circuit board is limited up to \$1,500.

OPTIONAL UPGRADE FOR BUYER AND SELLER

FIRST CLASS UPGRADE

Covered if purchased

The following list is the additional coverage applied when the First Class Upgrade is purchased. Optional coverage (OPT) must be purchased for the upgrade to apply to those items. Note: some items are not available (NA) for the seller.

Buyer	Seller
	• OPT Air Conditioning: Filters, registers, grills, window units. • OPT Heating: Registers, grills, filters. • OPT HVAC Lifting Equipment: Company will cover fees associated with the use of cranes or other lifting equipment required to service roof-top heating or air conditioning units. • OPT Ductwork: Grills, registers. • • Garage Door Openers: Hinges, springs, transmitters. • Plumbing: Faucets (replaced with chrome builder's standard), shower head and shower arm, hose bibbs, toilets (replaced with like quality up to \$600 per occurrence).
OPT NA	• Clothes Washer and Dryer: Knobs, dials. • Dishwasher: Racks, baskets, rollers, knobs, dials. • Microwave Oven (built-in only): Interior lining, door glass, clocks, racks, knobs. • Oven/Range/Cooktop: Rotisseries, racks, knobs, dials, interior lining. • Trash Compactor: Removable buckets, knobs. • Building Permits: Where local building permits are required prior to commencing replacement of appliances, systems or components, Company will pay up to \$250 per occurrence for such local building permits. Company will not be responsible for replacement service when permits cannot be obtained. • Recapture, Reclaim, Disposal: Company will pay costs related to refrigerant recapture, reclaim and disposal (if required) and the removal of an appliance, system or component when Company is replacing a covered appliance, system or component. • Improper Installations and Modifications: Company will repair or replace a covered system or appliance (excluding roofs and ductwork) that fails as a result of improper installation, modification or repair, or due to not being properly matched in size or efficiency at any time prior to or during the term of this contract provided the system is not undersized relative to the square footage of area being cooled or heated. In the event that a covered mismatched system or improper installation, modification or repair is in violation of a code requirement, Limited Code Upgrade applies. • Limited Code Upgrade: Company will pay up to \$250 to correct code violations when effecting approved repairs or replacements. Company may, at its option, pay you in lieu of performing the work.

ORNAMENTAL FOUNTAIN – Covered if purchased
(Limit up to \$500)

- Pump and motor assembly.

Not Covered: System management or zone control systems (whether manual, electronic, computerized or pneumatic), filtration media, chlorinators, ozonators and other water chemistry control equipment and materials.

KITCHEN REFRIGERATOR – Covered if purchased
(Limit up to \$3,500)

- All parts, except;

Not Covered: Insulation, racks, shelves, drawers, tracks, handles, lights, interior thermal shells, food spoilage, stand alone freezers, refrigerators located outside kitchen area and refrigerant recapture, reclaim and disposal.

NOTE:

- Coverage is for any one of the following types of kitchen refrigerator/freezer units: a built-in kitchen refrigerator/freezer unit, a built-in combination of an all refrigerator unit and an all freezer unit, or a free standing kitchen refrigerator/freezer.
- Repair or replacement of ice makers, ice crushers, beverage dispensers and their respective equipment will only be completed when parts are available.

ADDITIONAL REFRIGERATION – Covered if purchased
(Limit up to \$1,000)

This option provides coverage for the following with a combined total of four appliances: additional refrigerator, wet bar refrigerator, wine refrigerator, free standing freezer and free standing ice maker.

- All parts of a refrigerator (including wet bar and wine refrigerator) and free standing freezer, except;

Not Covered: Kitchen refrigerator, wine room cooling units, insulation, racks, shelves, drawers, tracks, handles, lights, ice makers, ice crushers, beverage dispensers and their respective equipment, interior thermal shells, food spoilage and refrigerant recapture, reclaim and disposal.

- Free standing ice maker:
All parts which affect the primary function of the ice maker and water dispenser, except;

Not Covered: Filters, removable components which do not affect the primary function, interior thermal shells, insulation and refrigerant recapture, reclaim and disposal.

CLOTHES WASHER AND DRYER – Covered if purchased
(Limit up to \$3,500 per appliance)

- All parts, except;

Not Covered: Plastic mini-tubs, soap dispensers, filter and lint screens, knobs and dials, venting and damage to clothing.

OPTIONAL UPGRADE FOR BUYER

APPLIANCE PLUS – Covered if purchased

Coverage increases the basic plan limit to a total of \$7,000 per appliance for Kitchen Refrigerator, Kitchen Appliances and Clothes Washer and Dryer. The basic plan limit for Additional Refrigeration increases to a total of \$2,000.

NOTE: Kitchen Refrigerator, Clothes Washer and Dryer or Additional Refrigeration coverage(s) must be purchased for increased limits to apply. This option does not increase the limit for Outdoor Kitchen.

OUTDOOR KITCHEN – Covered if purchased
(Limit up to \$1,000)

Coverage is for components that affect the primary functional operation of the outdoor kitchen elements but does not cover cooking elements.

- Ceiling fan
- Dishwasher
- Electrical wiring and outlets
- Faucets (chrome builder's standard used when replacement is required)
- Plumbing water, drain or gas lines (except caused by freezing)
- Garbage disposal
- Outdoor refrigerator

Not Covered: All cooking equipment/devices and their respective accessories, kitchen refrigerator, ice makers, ice crushers, beverage dispensers and their respective equipment, insulation, shelves, drawers, tracks, handles, lights/kits, interior lining, food spoilage, refrigerant recapture, reclaim and disposal, racks, baskets, rollers, knobs, dials, door glass, fixtures and remote transmitters.

WATER SOFTENER AND REVERSE OSMOSIS WATER FILTRATION SYSTEM – Covered if purchased
(Limit up to \$500)

- All mechanical parts and components of the water softener and reverse osmosis water filtration system (for drinking water), except;

Not Covered: Leased/rented units, softening agents, chemical imbalance, high sodium content, water purification systems, salt, filters, filter components and replacement membranes.

WELL PUMP – Covered if purchased
(Limited to one well pump per home; Limit up to \$1,500)

- All parts of well pump utilized as a source of water to the home, except;

Not Covered: Well casings, booster pumps, pumps used exclusively for irrigation, animals and non-living quarters, piping or electrical lines, holding, pressure or storage tanks, redrilling of wells, damage due to lack of water, tampering, well pump and well pump components for geothermal or water source heat pumps, improper installation and access to repair well pump system.

SEPTIC SYSTEM – Covered if purchased
(Limit up to \$500 for tank system)

Pumping

- One time pumping per Contract if the stoppage is due to septic tank backup.

System

- Jet pump
- Aerobic pump
- Sewage ejector pump
- Septic tank line from house to septic tank

Not Covered: Septic tanks, seepage pits, leach lines, leach beds, grinder pumps, cleanout, cesspool, cost of locating or to gain access to the septic tank, cost of hook-ups, disposal of waste and chemical treatment of the septic tank or sewer lines.

SEWAGE EJECTOR PUMP – Covered if purchased
(Limited to one pump per contract; Limit up to \$500)

- All parts of sewage ejector pump not associated with the operation of a septic tank, except;

Not Covered: Basins and any costs associated with locating or gaining access to or closing access from the sewage ejector pump.

PEST CONTROL SERVICES – Covered if purchased

- Mice
- Pillbugs
- Earwigs
- Spiders
- Roaches
- Crickets
- Silverfish
- Centipedes
- Sowbugs
- Millipedes
- Ants (unless not covered)
- Clover mites
- Ground beetles

Not Covered: Fire ants, pharaoh ants, carpenter ants, fungus and wood destroying organisms, flying insects, termites, fleas, ticks and rats.

SUBTERRANEAN TERMITE TREATMENT

– Covered if purchased

- Treatment for subterranean termite infestation.

Not Covered: Infestation in decks or fencing or any infestation outside the confines of the foundation of the home or garage, repair of damage caused by subterranean termites.

You will pay a one time \$200 service call fee per Contract for subterranean termite treatment. Repeat visits are free of charge. All work will be performed by a licensed structural pest control Service Provider.

LIMITED ROOF LEAK – Covered if purchased

(Limit up to \$1,000)

- Leaks caused by rain to tar and gravel, tile, shingle, shake and composition roofs are repaired as long as leaks are caused by normal wear and tear and the roof was in water tight condition on Contract Effective Date. If replacement of the existing roof, in whole or in part, is necessary, Company's responsibility is limited to the estimated cost of repair of the leaking area only, as if the repair of that area were possible.

Not Covered: Roofs over detached structures, roof leaks caused by or resulting from: roof mounted installations, metal roofs, improper construction or repair, missing or broken materials, skylights, patio covers, gutters, drains, downspouts, scuppers, chimneys and defects in balcony or deck serving as a roof, routine periodic maintenance and consequential water damage.

Company will direct a Service Provider to contact you for an appointment or, at its option, may authorize you to contact a service provider directly. If authorized, you will be given a spending limit established by Company. Secondary or consequential water damage is not covered by this Contract.

NOTE: Service delays frequently occur during the first rains of the season or in heavy storms. While we will make every effort to expedite service, no service time guarantees can be made.

PRE-SEASON HVAC TUNE-UP – Covered if purchased

- One spring tune-up valid for service requests created on or between February 1 and April 30.
- One fall tune-up valid for service requests created on or between September 1 and November 30.

You are responsible for requesting service and will pay a service call fee for each pre-season tune-up service. Coverage is for one air conditioning or one heating system during each tune-up period; cost of tune-ups for additional systems require additional charges to be paid directly to the Service Provider. If covered service beyond the tune-up is required, an additional service call fee is due. Pre-season tune-ups will be tested and checked for the following items:

Air Conditioning: Thermostat, temperature split, capacitors, contactors, amp draw on compressor, amp draw on blower motor, accessible condensate line, condenser fan blades, clean and tighten electrical connections, refrigerant levels, replace filter (owner supplied) and rinse condenser coil (water rinse only).

Heating: Thermostat, limit switches, safety switches, capacitors, amp draw on motor, heating operation, inspect pilot system/ignitor, check and clean burners (if accessible) and replace filter (owner supplied).

Not Covered: Filters, cleaning of indoor/evaporative coil, clearing or unclogging condensate lines, geothermal systems, oil systems, hydronic or steam systems and ductless mini-split systems.

OPTIONAL UPGRADE FOR BUYER

CODES, MODS, AND MORE – Covered if purchased

This upgrade is only available with the purchase of the First Class Upgrade. Codes, Mods, and More covers the following items and increases the basic plan limits to the combined maximum aggregates listed.

- Up to \$2,500 for diagnosis, access, repair or replacement of any oil furnace, geothermal or water source heat pump, glycol, heated water, steam or water heater/heating combination unit.
- Zone controllers for Heating and Central Air Conditioning.
- Up to \$1,250 to correct code violations or make modifications when effecting approved repairs or replacements.

Not Covered: Restoration of wall, ceiling or floor coverings, cabinets, countertops, tile, paint or the like.

OPTIONAL UPGRADE FOR BUYER

PLUMBING PLUS – Covered if purchased

- Water heater expansion tanks.
- Up to \$250 to install a ground level cleanout.
- Up to \$250 to clear stoppages caused by roots.

Concrete Encasement

- Coverage is for the diagnosis, access, repair or replacement of leaks in water, drain and gas lines located in or under concrete inside the foundation of the primary living quarters. Coverage increases the basic plan limit to a combined maximum aggregate of \$1,500.

External Pipe Leaks

- Coverage is for diagnosis, access, repair or replacement of leaks and breaks to external water, gas and drain lines located outside the foundation of the primary living quarters, including repair or replacement of main shut off valve. Coverage is limited up to \$1,000.

Not Covered: Irrigation and sprinkler systems, pool/spa or fountain piping, utility owned shut off valves and landscape drain lines.

LIMITS OF LIABILITY

1. Common areas and facilities of mobile home parks and condominiums are not covered. Except as set forth in Pool trade, common systems and appliances not located within the confines of each individual unit are excluded.
2. Repairs or replacements required as a result of missing parts, fire, flood, smoke, lightning, freeze, earthquake, theft, storms, accidents, mud, war, riots, vandalism, improper installation, acts of God, damage from pests, lack of capacity or misuse are not covered by this Contract.
3. Liability is limited to repair or replacement cost of Item due to normal wear and tear. Cosmetic defects are not covered.
4. Company is not responsible for consequential, incidental, emotional distress, pain or suffering, tort or exemplary damages, secondary damage, loss resulting from the malfunction of any Item, or a Service Provider's delay or neglect in providing, or failing to provide, repair or replacement of an Item due to shortages of labor and/or materials, or any other cause beyond our reasonable control.

5. Unless specified otherwise, any dollar limit mentioned is in the aggregate.
6. Solar systems and components including holding tanks are not covered. System management or zone control systems (whether manual, electronic, computerized or pneumatic) are not covered.
7. Company is not responsible for the following: any corrections, repairs, replacements, upgrades, inspections or other additional costs to comply with federal, state or local laws, utility regulations, zoning or building codes; paying any costs relating to permits, haul away fees, construction, carpentry or relocation of equipment; gaining or closing access to Items except where noted in this Contract; and, alterations or modifications made necessary by existing equipment or installing different equipment except where noted in the Central Air Conditioning section of this Contract. Company will not alter structure to effect repair or replacement, nor refinish or replace cabinets, countertops, tile, paint, wall or floor coverings or the like.
8. Company does not provide service involving hazardous or toxic materials, including asbestos or any other contaminants. Company is not responsible for any claim arising out of any pathogenic organisms regardless of any event of cause that contributed in any sequence to damage or injury. Pathogenic organisms mean any bacteria, yeasts, mildew, virus, fungi, mold or their spores, mycotoxins or other metabolic products.
9. Contract covers only single family residential-use property, residential-use resale property or residential-use new construction property. Residential property over 5,000 square feet, multiple units, guest houses and other structures are covered if the appropriate fee is paid. Multiple unit plans include independent coverage limits for each unit except for pool/spa and septic systems. Two year plans' aggregate coverage limits reset every 12 months. Contract is for owned or rented residential property, not for commercial property or premises converted into a business, including but not limited to, nursing/care homes, fraternity/sorority houses, short-term rentals or day care centers.
10. Company will determine, at its sole discretion, whether a covered system or appliance will be repaired or replaced. When replacing any appliance, Company will not pay for any failures that do not contribute to the appliance's primary function including, without limitation, TVs or radios built into the kitchen refrigerator. Company will replace with equipment of similar features, efficiency and capacity but is not responsible for matching brand, dimensions or color. Company may install a smaller capacity unit, including but not limited to water heaters and furnaces, if the projected output of the replacement unit is similar to, or greater than, the replaced existing unit. Company reserves the right to replace with a rebuilt component or part or repair systems and appliances with non-original manufacturer's parts. When coverage has been confirmed and a replacement is needed, Company is not responsible for matching any features of an existing item that do not contribute to the primary function of that item.
11. Company reserves the right to obtain a second opinion at its expense. If Company informs you that a malfunction is not covered, you must ask Company for a second opinion from another Service Provider within 14 days of notice. Company will not reimburse for provider you select, not contracted with Company, to perform a second opinion. Company will dispatch a second Service Provider to diagnose the malfunction. If the outcome of the second opinion is different from the first opinion, Company will accept coverage under this Contract. If your requested second opinion's diagnosis is the same as the initial opinion, you will pay an additional service call fee.
12. Company is not responsible for repairs and/or replacements that are subject to a manufacturer's, distributor's or in-home warranty or subject to a manufacturer's recall. Covered systems and appliances must be domestic or commercial grade and specified by the manufacturer for residential use.
13. Company is not responsible for repair or replacement of any system, appliance, component or part thereof that has previously, or is subsequently, determined to be defective by the Consumer Product Safety Commission or the manufacturer, and for which either entity has issued, or issues a warning or recall,

or when a failure is caused by manufacturer's improper design, use of improper materials, formula, manufacturing process or manufacturing defect.

14. This contract does not cover routine maintenance.
15. You and Company may agree on payment of cash in lieu of repair or replacement. Payment is made based on Company's negotiated rates with its suppliers, which may be less than retail. If you accept cash payment, you are required to repair the Item or provide a new replacement and send proof of repair or replacement to Company. The Item will not be covered under this or future Contracts until such proof is provided.

CUSTOMER SERVICE

1. Claims can be placed online or by telephone at all times. During normal working hours (Monday – Friday) your claim will be dispatched within four hours of confirmation of coverage. The services contracted for will be initiated under normal circumstances by the Service Provider within 48 hours after request is made by you. Your submission to Company describing the problem is sufficient notice. The Service Provider will commence diagnosis without first requiring the completion of a written claim form or other such form of proof of loss. The Service Provider will contact you to schedule a mutually convenient appointment time; You will take reasonable measures to prevent secondary damage caused by a failed system or appliance. If you should request Company to perform service outside of normal business hours, you will pay additional fees, including overtime charges. Company must be notified as soon as a malfunction is discovered and prior to expiration of the Contract term.
2. "Trade Call" means each visit by an approved Service Provider to service each home system or appliance. You will pay the service call fee disclosed on your Home Warranty Summary page for each separate Trade Call. An additional service call fee will not be due when multiple visits are required to remedy the same home system or appliance. Service Providers dispatched for Trade Calls are independent Service Providers, not agents or employees of the Company. Company warrants Service Provider's work for 30 days. If the Item fails outside of the 30-day time period, an additional service call fee will be charged. Failure to pay the service call fee may delay processing of future claims.
3. If Company is not able to locate a Service Provider to service your claim, Company may request that you contact an out-of-network provider directly to obtain service. Company's policies and procedures for outside reimbursement are:
 - a. Approval must be secured in advance of any work being performed and is generally only granted when Company is unable to locate a Service Provider.
 - b. The out-of-network provider must be licensed and insured.
 - c. The out-of-network provider must provide detailed information regarding their diagnosis prior to performing work so that Company can confirm coverage and validate repair or replacement recommendations.
 - d. Covered repairs or replacement will be authorized if the work may be completed at an agreed upon rate.
 - e. You must submit the itemized paid receipt to Company for reimbursement within a reasonable amount of time. Company will reimburse up to the authorized amount.
 - f. Company will deduct any service fees owed from any reimbursement provided.

TRANSFER OF CONTRACT

If your covered property is sold during the term of this Contract, you have the right to assign this Contract provided that you notify Company of the change in ownership and must submit the name of the new owner by phoning (800) 444-9030 to transfer coverage.

CANCELLATION

Obligations of this Contract are backed by the full faith and credit of the Company and are not guaranteed by a service contract reimbursement insurance policy.

Unless allowed by law, this Contract is noncancelable other than by mutual agreement by you and Company.

Your request for cancellation must be in writing and can be submitted to cancellationsupport@firstam.com.

Company will not cancel your Contract except for any of the following reasons:

- 1. Nonpayment of Contract fees when due.
- 2. You or your agent's fraud or misrepresentation of facts material to the issuance of this Contract, or in presenting a claim for service thereunder.
- 3. This Contract provides coverage prior to the time that an interest in residential property to which it attaches is sold and the sale of the residential property does not occur.

Kansas and Nebraska Residents Only:

If this Contract is cancelled, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less a \$50 administrative fee and all service costs incurred by Company.

Iowa and Missouri Residents Only:

If this Contract is returned for cancellation within 30 days of the time this Contract is mailed or within 20 days of delivery to you and no claim has been made, this Contract is deemed void and you shall be entitled to a refund of the full purchase price. The right to void this Contract is not transferable and shall apply only to the original Contract purchaser and only if no claim has been made prior to its return to Company.

If a claim has been made or if this Contract is cancelled at any other time, you shall be entitled to a pro rata refund of the paid Contract fee for the unexpired term, less an administrative fee of \$50 (or 10% of the total premium paid (whichever is less) for Iowa residents) and all service costs incurred by Company.

Any refund due to you shall be paid or credited within 30 days after this Contract is returned to Company. A 10% penalty of the purchase price shall be added per month to a refund not paid or credited every 30 days thereafter.

Iowa Residents Only:

If Company cancels this Contract, Company shall use the last known address on record to send by first-class mail a written notice to you at least 30 days prior to the cancellation that states the effective date and reason for cancellation. In such case, you shall be entitled to a pro rata refund and will not be charged a cancellation fee.

YOUR DUTIES

You are responsible for the following: (i) Protecting appliances/systems; (ii) Reporting claims promptly; (iii) Installing and maintaining appliances/systems following manufacturer's specifications and (iv) Maintenance if the Service Provider determines it is required to achieve manufacturer results of systems and appliances.

MISCELLANEOUS

Iowa Residents Only:

Iowa residents may contact the Iowa Insurance Division at 1963 Bell Avenue, Suite 100, Des Moines, IA 50315-1000.

RESOLUTION OF DISPUTES

This provision constitutes an agreement to arbitrate disputes on an individual basis. Any party may bring an individual action in small claims court instead of pursuing arbitration.

All disputes and claims arising out of or relating to the Contract must be resolved by binding arbitration. This agreement to arbitrate includes, but is not limited to, all disputes and claims between Company and the Homeowner, Company and the Seller, and claims that arose prior to purchase of the Contract. This agreement to arbitrate applies to Company, Homeowner and Seller, and their respective parent and subsidiary companies, affiliates, agents, employees, predecessors and successors in interest, assigns, heirs, spouses, and children. **As noted above, a party may elect to bring an individual action in small claims court instead of arbitration, so long as the dispute falls within the jurisdictional requirements of small claims court and remains in that court.**

Any arbitration must take place on an individual basis, and Company, the Homeowner and the Seller agree that they are waiving any right to a jury trial and to bring or participate in a class, representative, or private attorney general action, and further agree that the arbitrator lacks the power to consider claims for injunctive or declaratory relief, or to grant relief affecting anyone other than the individual claimant. If a court decides that any of the provisions of this paragraph are invalid or unenforceable as to a particular claim or request for a particular remedy (such as a request for public injunctive relief), then that claim or request for that remedy must be brought in court and all other claims and requests for remedies must be arbitrated in accordance with this Contract.

The arbitration is governed by the Consumer Arbitration Rules (the "AAA Rules") of the American Arbitration Association ("AAA"), as modified by this Contract, and will be administered by the AAA. Company will pay all AAA filing, administration and arbitrator fees for any arbitration it initiates and for any arbitration initiated by another party for which the value of the claims is \$75,000 or less, unless an arbitrator determines that the claims have been brought in bad faith or for an improper purpose, in which case the payment of AAA fees will be governed by the AAA Rules.

The arbitration will take place in the same county in which the property covered by the Contract is located. The Federal Arbitration Act will govern the interpretation, applicability and enforcement of this arbitration agreement. This arbitration clause will survive the termination of this Contract.

AGREEMENT

You and Company are parties to the Contract (Parties). This Contract constitutes the entire agreement between the Parties and supersedes all prior and contemporaneous agreements and understandings of the Parties. No modifications to this Contract are effective unless in writing and signed by both Parties.

MW 11/24 Ver. RE25MW

First American home warranty plans have reasonable dollar limitations on coverages. Although this sample contract provides specific details, here is a quick reference for your convenience.

Limits may increase if optional upgrades such as First Class Upgrade, Appliance Plus, Plumbing Plus, and Codes, Mods, and More are purchased.

Warranty Coverage Dollar Limitations

DIAGNOSIS, ACCESS, REPAIR AND/OR REPLACEMENT LIMITS	
Steam, Heated Water or Glycol Heating.....	\$1,500
Per Appliance	\$3,500
Additional Refrigeration (up to 4 units)	\$1,000
Salt Water Pool/Spa Equipment.....	\$1,500
Seller's Heating, Central Air Conditioning and Ductwork.....	\$1,500
Well Pump.....	\$1,500
Limited Roof Leak	\$1,000
Ductwork	\$1,000
Concrete Encased Items	\$500
Seller's Heat Exchanger.....	\$500
Septic System	\$500
Sewage Ejector Pump	\$500
Ornamental Fountain	\$500
Water Softener/Reverse Osmosis Filtration System	\$500
Outdoor Kitchen	\$1,000

All coverage limits are in the aggregate unless otherwise specified.

Iowa Radon Homebuyers and Sellers Fact Sheet



**Promoting and Protecting
the health of Iowans**

What is Radon?

Radon gas occurs naturally in the soil, and is produced by the radioactive breakdown or decay of uranium and radium. Long ago, glacial activity left behind ground-up deposits of many minerals such as uranium in the soil or upper crust in Iowa. Because radon is a gas it can seep into buildings, including homes. It is an odorless and invisible gas that is also radioactive and harmful to humans when inhaled.

Where is Radon found in Iowa?

EPA has identified all counties in Iowa as Zone 1. Zone 1 counties have a predicted average indoor radon screening level of more than 4 pCi/L (picocuries per liter). The total average indoor radon level in Iowa is 8.5 picocuries per liter (pCi/L) of air, and in the United States it is 1.3 pCi/L of air. Average radon levels of 4 pCi/L are considered elevated, and remediation is recommended.

The primary source of high levels of radon in homes is in the soil below and soil surrounding the home. It is found in new and old homes, and in homes with and without basements. **Based on data collected from radon home tests, the Iowa Department of Public Health (IDPH) estimates that as many as 5 in 7 homes (or greater than 50-70%) across Iowa have elevated radon levels.** Radon levels can vary from area to area and can vary considerably from house to house, even on the same street and neighborhood. A high and low level of radon can be found in homes directly next to each other.

How does Radon get into a home?

Warm air rises, creating a small vacuum in the lower areas of a house. Radon moves through and into the home as air moves from a higher pressure in the soil to a lower pressure in the home. Radon gas seeps into a house the same way air and other soil gases enter: from the soil around and under the home and through cracks in the foundation, floor or walls; hollow-block walls; and openings around floor drains, pipes and sump pumps; and through crawl spaces.



What are the Health Effects of Radon?



There is overwhelming scientific evidence that exposure to elevated levels of radon causes lung cancer in humans. Radiation emitted from radon can cause cellular damage that can lead to cancer when it strikes living tissue in the lungs. Radon is the first leading cause of lung cancer in nonsmokers, and the second leading cause of lung cancer overall. It is responsible for about 21,000 deaths every year in the US.

EPA also estimates that long-term exposure to radon potentially causes approximately 400 deaths each year in Iowa.

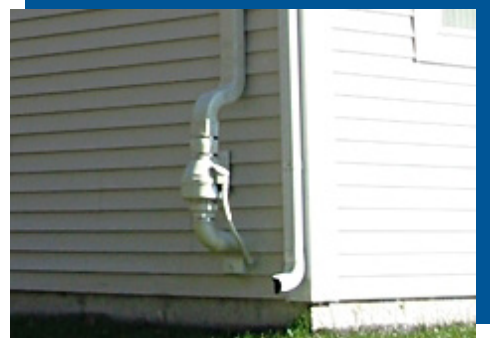
How do Home Buyers in Iowa find out if a home they are purchasing has elevated levels of Radon?

Home buyers interested in purchasing a home can test the homes for radon by contacting a licensed or certified radon measurement specialist. They can find a list of licensed radon measurement specialists by going online to www.idph.iowa.gov/Radon/ and searching the list of Iowa radon measurement specialists by county, or by contacting a real-estate professional for help on finding a radon testing professional. **Remember, the IDPH, the Environmental Protection Agency, the American Lung Association, and the Surgeon General recommend radon testing all new and existing homes for radon in Iowa before they are sold or before they are transferred to a different owner.**

How can elevated levels of Radon be fixed?

Licensed or credentialed radon mitigation contractors can install a radon mitigation system that provides a permanent solution. A typical radon mitigation system includes a suction point that addresses the soil underneath the structure. A home that has been mitigated will usually have a much lower radon level than the EPA's action level of 4 picocuries per liter. Addressing residential radon issues is an excellent step toward assuring good indoor air quality. A list of

licensed radon mitigation contractors can be obtained from the state radon program by going online to www.idph.iowa.gov/radon/ and then clicking on the list of Iowa credentialed radon mitigation specialists by county. A radon information packet can also be obtained by calling 1-800-383-5992.



Additional Information:

Additional information about radon is available from the state radon program at 800-383-5992, and EPA's Web site, www.epa.gov/radon or the American Lung Association Web site at www.lungusa.org.



MidAmerican Energy - Requested Energy Cost

1 message

MidAmerican Energy Company <customerselfservice@midamerican.com>
To: char@charklisares.com

Wed, Aug 19, 2026 at 3:00 PM



Monthly Energy Cost

Effective Date: 08/19/2026

Address: 701 SE DOVETAIL RD UNIT 12

Meter Information: Electric On

Average Energy Cost: \$60.00

The average monthly energy cost provided is based on 24 months of prior usage for the meters shown above. Actual monthly costs will vary based on a number of circumstances, such as occupancy, usage habits and changes in appliances and other household equipment.

Thank you,
MidAmerican Energy Company

 888-427-5632

Please do not reply directly to this email.

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