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Kim Painter RECORDER
Johnson County, Iowa

Prepared by/return to: Matthew J. Adam, Simmons Perrine Moyer Bergman PLC, 1150 5th St, Suite 170, Coralville, IA 52241
Taxpayer Information: Dahnovan Builders, L.L.C., 2965 IWV Rd SW, North Liberty, IA 52246

DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR URBAN VILLAS AT DAHNOVAN ESTATES CONDOMINIUMS

The undersigned, DAHNOVAN BUILDERS, L.L.C., (referred to hereafter as "Developer"), an Iowa corporation with its principal place of business in North Liberty, Iowa hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as "URBAN VILLAS AT DAHNOVAN ESTATES CONDOMINIUMS" (referred to hereafter as "Condominium"), all pursuant to Chapter 499B, Code of Iowa, entitled "Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the office the Recorder, Johnson County, Iowa.

ARTICLE I

PURPOSES AND CERTAIN DEFINITIONS

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

2. Definitions. The terms employed shall have the meanings given them in Chapter 499B, Code of Iowa, unless the context or the more particular provisions of any condominium document requires a different one. Certain terms are used as follows:

(a) Plural and Gender. All words or phrases shall be taken to include the singular or plural according to context and to include the female, male or neuter gender as maybe applicable.

(b) Successors. Reference to Developer, owner, or to any entity or association shall include the respective successors, grantees and assigns thereof.

(c) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense and use of the future tense shall include the past or present tense as may be applicable, particularly where the subject matter relates to completion of an improvement.

(d) Unit. A Unit means generally an area defined by surfaces or planes, which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act. The term "Unit" includes the garage (as this term is defined and used in this Declaration) identified with a unit by number and on Exhibits submitted herewith. This Declaration defines eighty-one (81) Units that are capable of being owned as separate parcels of real estate, subject to the Developers rights to increase the number of Units as provided herein. The initial eighty-one (81) Units are as follows:

(1) 1110 Tartan Drive
(2) 1112 Tartan Drive
(3) 1116 Tartan Drive
(4) 1118 Tartan Drive
(5) 1120 Tartan Drive
(6) 1122 Tartan Drive
(7) 1126 Tartan Drive
(8) 1128 Tartan Drive
(9) 1130 Tartan Drive
(10) 1132 Tartan Drive
(11) 1136 Tartan Drive
(12) 1138 Tartan Drive
(13) 1140 Tartan Drive
(14) 1142 Tartan Drive
(15) 1146 Tartan Drive
(16) 1148 Tartan Drive
(17) 1150 Tartan Drive
(18) 1152 Tartan Drive
(19) 1156 Tartan Drive
(20) 1158 Tartan Drive
(21) 1160 Tartan Drive
(22) 1162 Tartan Drive
(23) 1166 Tartan Drive
(24) 1168 Tartan Drive
(25) 1170 Tartan Drive
(26) 1172 Tartan Drive
(27) 1176 Tartan Drive
(28) 1178 Tartan Drive
(29) 1180 Tartan Drive
(30) 1182 Tartan Drive
(31) 1186 Tartan Drive
(32) 1188 Tartan Drive
(33) 1190 Tartan Drive

(34) 1192 Tartan Drive
(35) 1200 North Liberty Road NE
(36) 1202 North Liberty Road NE
(37) 1204 North Liberty Road NE
(38) 1206 North Liberty Road NE
(39) 1210 North Liberty Road NE
(40) 1212 North Liberty Road NE
(41) 1214 North Liberty Road NE
(42) 1216 North Liberty Road NE
(43) 1220 North Liberty Road NE
(44) 1222 North Liberty Road NE
(45) 1224 North Liberty Road NE
(46) 1226 North Liberty Road NE
(47) 1230 North Liberty Road NE
(48) 1232 North Liberty Road NE
(49) 1234 North Liberty Road NE
(50) 1236 North Liberty Road NE
(51) 1240 North Liberty Road NE
(52) 1242 North Liberty Road NE
(53) 1244 North Liberty Road NE
(54) 1246 North Liberty Road NE
(55) 1250 North Liberty Road NE
(56) 1252 North Liberty Road NE
(57) 1254 North Liberty Road NE
(58) 1130 Lily Lane
(59) 1132 Lily Lane
(60) 1134 Lily Lane
(61) 1136 Lily Lane
(62) 1135 Lily Lane
(63) 1137 Lily Lane
(64) 1139 Lily Lane
(65) 1141 Lily Lane
(66) 1245 Lily Lane
(67) 1247 Lily Lane
(68) 1249 Lily Lane
(69) 1251 Lily Lane
(70) 1165 Dahnovan Drive
(71) 1167 Dahnovan Drive
(72) 1215 Ronald Way
(73) 1217 Ronald Way
(74) 1219 Ronald Way
(75) 1221 Ronald Way
(76) 1235 Ronald Way
(77) 1237 Ronald Way
(78) 1239 Ronald Way
(79) 1241 Ronald Way

(80) 1245 Ronald Way
(81) 1247 Ronald Way

(e) Garage. The term "garage" as used herein shall include that part of a Unit identified as such on the Exhibits submitted herewith.

(f) Buildings. The term "Buildings" as used herein shall refer to any structure containing one or more Units that is constructed on the real estate submitted to the horizontal property regime.

(g) Condominium Documents and Property. This Declaration and all exhibits attached hereto constitute the condominium documents. The terms "condominium property" or "the property" include all property, real, personal or mixed, including such as are sometimes referred to as "facilities" submitted now or hereafter to the regime, or owned by the Association if context requires, other than the sole personal property of either Developer or any owner.

(h) Urban Villas at Dahnovan Estates Condominiums Home Owners Association. A non-profit corporation organized under Chapter 504, Code of Iowa, to serve as the council of the owners of the Units submitted to this regime, sometimes referred to hereafter as the "Association."

(i) Bylaws. The Bylaws of the Urban Villas at Dahnovan Estates Condominiums Home Owners Association.

(j) Articles of Incorporation. The Articles of Incorporation of the Urban Villas at Dahnovan Estates Condominiums Home Owners Association.

3. Enlargement of Condominium Regime. Notwithstanding any provision to the contrary contained in this Declaration, the Developer intends to enlarge the regime by submitting to it additional Units to be built upon Lot 72, Dahnovan Estates or adjacent real estate. The Site Plan attached hereto as Exhibit B shows the location of any potential future Units. Said additional units will be added as follows when the previously submitted units are substantially constructed:

(a) The Developer will file in the office of the Recorder of Johnson County, Iowa, no later than ten (10) years from the date of filing of this Declaration of Submission of Property to Horizontal Property Regime (herein referred to as "Declaration"), an amendment to this Declaration that shall describe Units to be added to the regime. Said amendment shall contain whatever exhibits are necessary to fully describe the Units to be added to the regime.

(b) An amendment filed pursuant to this Article shall be effective with respect to and shall apply to the added Units as if said Units were initially submitted to the regime.

(c) When additional Units are submitted to the regime, upon the recording of the amendment submitting such Units, the fractional interest in common elements appurtenant to all Units shall be adjusted to include the added Units. The total fractional interest appurtenant to all Units shall be equal to one (1), and every Unit shall have an equal fractional interest. The Developer shall include as part of such amendment an Exhibit to show the fractional interests of Units as revised by such amendment.

(d) Developer is not restricted as to the number of times the regime may be enlarged by submitting additional Units, provided that an amendment must be filed as herein provided for each such enlargement and provided that amendments may not be filed later than ten (10) years from the date this Declaration is filed.

(e) An amendment filed pursuant to this section shall be effective when executed by the Developer and filed in the office of the Recorder of Johnson County, Iowa. The consent of owners of Units and their mortgagees is not required, and amendments pursuant to this section shall be effective notwithstanding the objection, if any, of the owners of Units.

ARTICLE II

DEVELOPER; DESCRIPTION OF LAND AND BUILDINGS

1. Developer and Land. Dahnovan Builders, L.L.C. as Developer and as owner of the following described property in Johnson County, Iowa, which is hereby conveyed and submitted to the Horizontal Property Regime:

Lot 72, Dahnovan Estates, North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 60, Page 310, Plat Records of Johnson County, Iowa.

2. Plat and Site Plan. There is attached hereto, as Exhibit A, and hereby made apart hereof, pursuant to Section 499B of the Code of Iowa, a final plat of land showing graphically the land submitted to the Horizontal Property Regime. Also attached as Exhibit B, and hereby made apart hereof, is a Site Plan which shows the approximate location of the units which are now submitted and other units which may be submitted to the Horizontal Property Regime later by the Developer. The Site Plan also shows graphically the location, dimensions and area of certain common elements either as they now exist or as they are proposed. Construction of the buildings which contain the units submitted by this Declaration are not yet complete. As the units are completed a revised Site Plan/As-Built Exhibit will be filed showing the location and dimensions and the area of each Unit and the common elements as actually constructed. As amendments to this Declaration are filed, additional Exhibits will be supplemented to provide information for such Units.

3. Access. Exhibit B shows the location of Leann Circle, Tartan Drive, and North Liberty Road NE, which is a street that provides ingress to and egress from the Buildings and land to other streets in North Liberty, Iowa.

4. Unit Particulars. The basic floor plans for the initially submitted Units to the condominium regime are known as follows:

(1) "Dahnovan Builders 4-Plex" plans are attached as Exhibit C-1 and will be used to construct the following Units:

(a) 1116, 1118, 1120, 1122, 1126, 1128, 1130, 1132, 1136, 1138, 1140, 1142, 1146, 1148, 1150, 1152, 1156, 1158, 1160, 1162, 1166, 1168, 1170, 1172, 1176, 1178, 1180, 1182, 1186, 1188, 1190, 1192 Tartan Drive;

(b) 1200, 1202, 1204, 1210, 1212, 1214, 1216, 1220, 1222, 1224, 1226, 1230, 1232, 1234, 1236, 1240, 1242, 1244, 1246 North Liberty Road NE;

(c) 1130, 1132, 1134, 1136, 1135, 1137, 1139, 1141, 1245, 1247, 1249, 1251 Lily Lane and;

(d) 1215, 1217, 1219, 1221, 1235, 1237, 1239, 1241 Ronald Way.

(2) "Dahnovan Builders Duplex" plans will be added at a later date via amendment and will be used to construct the following Units:

(a) 1110 and 1112 Tartan Drive;

(b) 1165 and 1167 Dahnovan Drive;

(c) 1245 and 1247 Ronald Way.

5. Plans and Specifications. The building plans are shown on Exhibit C-1. The specifications are shown on Exhibit D.

ARTICLE III
EXHIBITS; IDENTIFICATION OF UNITS

1. Exhibits Attached. The location of the Units within the Buildings, the number of rooms for each Unit, the approximate dimensions and approximate area of each Unit, the common areas to which they have access, the particulars of the Buildings and the dimensions, area and location of all common elements affording access to each Unit are or will be shown and/or depicted by survey, plans and/or graphically insofar as possible by Exhibit B, Site Plan, and Exhibit C-1, building plans.

2. Surveyor's Certificate. The Surveyor's Certificate with respect to the Units submitted will be recorded separately after this Declaration. As amendments to this Declaration are filed, Exhibit E will be supplemented to provide information for such Units.

3 Identification of Units by Number. Each Unit is identified and described by the address assigned to each Unit as shown on Exhibit B.

ARTICLE IV

DESCRIPTION/DEFINITION OF COMMON ELEMENTS AND UNITS

The Condominium consists of Units that are separate parcels of real estate individually owned by the owners thereof, and of common property (sometimes referred to as "common elements") that is owned in common by the owners of the respective Units. The common elements are either "general common elements" or "limited common elements" and the same, together with the Units, are described and defined as follows:

1. General Common Elements. The general common elements are the land described in Article II and all improvements, including the buildings situated on the land, except the Units and such common elements, as are limited common elements, The general common elements include, without being limited thereto, all property defined as such in Section 499B.2(4), Code of Iowa, the land, private roads, paths, landscaping and plantings, sidewalks, outside lighting system and fixtures, outside parking stalls, general water system and meter therefore, all ventilation and exhaust systems, the lighting system and fixtures of the common areas, fire extinguishers, gutters and down spouts, areaways, the chimneys and fresh air ducts, and equipment for the common areas.

All structural elements of the Buildings, including, but not limited to, the foundation, slabs, exterior walls, roof and attic, interior load bearing walls, walls dividing Units, floors dividing Unit levels, other structural elements of the Buildings not reserved to a Unit, and personality required by the Association for its functions as the council of co-owners, are general common elements.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities or systems for purposes of utility or other services such as ventilation, exhaust, heating, air, and air conditioning, to or for a Unit (as distinguished from the actual machine or piece of equipment to which they are connected) are general common elements, notwithstanding the same are located in part within a Unit as hereinafter defined so long as the same is connected to any other' such wiring, line and the like. The common elements shall include easements to Units for all such lines, wiring, ducts and the like above referred to for the furnishing of utility and other services or systems to the other Units and to the common property and easements of support in every portion of a Unit that contributes to the support of the improvements.

2. Limited Common Elements. The limited common elements include such common property that is classified as limited by Section 499B.2(5), Code of Iowa. The common property that is specified and determined to constitute a limited common element for the use of a Unit includes, but is not limited to, the following: the patio or deck, the doors and windows, including any sliding glass door or window set in the wall of a Unit and any non-load bearing partitions or walls within a Unit (but excluding any lines, wires, ducts and the like situated within such partitions).

All fixtures and attachments, machines and equipment in the nature of fixtures or attachments (excluding the lines, wiring, ducts and the like used in connection therewith and which are defined as general common elements) installed during construction and contained within or servicing solely a Unit, such as furnace, air compressor, water heater, range, plumbing and air conditioning equipment are limited common elements for such Unit.

The numbered mailboxes are limited common elements and one of each is reserved as such for the use of the particular Unit whose number corresponds to the number of such mailbox. The garage doors are limited common elements.

In the event the owner of a Unit installs a fence as authorized by the Declaration, the fence, and the area within the fence shall be limited common element. The Owner shall be responsible for maintaining the fence at their sole cost and expense and the Owner shall keep the grass around the fence trimmed and shall be responsible for all lawn care for the area inside the fence.

3. Units and Garages. Each Unit shall consist of the area between the interior surfaces of its perimeter walls (including windows and sliding doors or windows), and including the interior surface of the exterior door(s), and between the lower surface of the ceiling and the upper surface of the concrete slab or the floor. Each Unit shall further include the garage accessible from the interior of the Unit. Each garage shall consist of the area between the interior surfaces of its perimeter walls (including the garage door) and between the lower surface of the ceiling and the upper surface of the concrete slab. In all cases, a Unit shall include and be defined by the surfaces referred to and shall include any non-load bearing partitions within, except that all lines, wires, ducts and the like within any non-load bearing partition or wall shall be excluded and shall not constitute a part of the Unit for purposes of separate ownership of such Unit.

ARTICLE V

FRACTIONAL INTEREST OF EACH UNIT IN THE COMMON ELEMENTS: VOTING RIGHTS: UNIT FEATURES

1. Fraction of Ownership Interest. The owner of each Unit shall own as an appurtenance thereto an undivided one-eighty-first (1/81st) interest in the lands and other common elements of the regime, both limited and general. Such interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which maybe appurtenant to a particular Unit. The amount of ownership interest appurtenant to each Unit is set forth in Exhibit H attached hereto. The fractional interest may change as provided in Article I(3).

2. Voting Rights. The total number of votes outstanding and entitled to be cast by the owners of the Units is eighty-one (81), which is equal to the number of Units. The owner (or owners, collectively) of each Unit, as such and as an Association member, shall be entitled to cast one (1) vote for each Unit owned.

3. Unit Features.

(a) In General. The particulars of the Units and floor plans are shown by Exhibits C1 are summarized as follows: Each Unit contains three (3) bedrooms, a living room, kitchen, at least two (2) full baths, a deck or patio, a full unfinished basement and a two (2) stall attached garage.

(b) Optional Items: Permitted Variations. Various optional items may be provided by Developer during construction by arrangement with and at extra cost to a Unit purchaser. The Developer and owner may by agreement delete, relocate, modify or add interior non-load bearing partitions. The addition of any optional item by either Developer on its own initiative or any addition, substitution, deletion or variation by agreement with a purchaser is agreed to by all other Unit owners and shall not be construed to constitute an amendment to or variation from the terms of this Declaration, and, in addition, shall not in any event vary or modify the fraction of ownership interest appurtenant to such Unit as herein provided.

ARTICLE VI

DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision of the condominium documents to the contrary, to sell, lease, or rent Units without restriction, except as set forth herein. Developer shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of Units, 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 Units. A sales and rental office, signs and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain their separate property. Until Developer conveys title, Developer shall be and remain the owner of their respective Units all under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease. Units owned by the Developer shall only be subject to assessment and lien for "current expenses" of the Association as distinguished from assessments for "reserves" or "emergencies" as referred to in the Bylaws of the Association, and Developer shall furthermore have the option of either paying such current expense assessment on unsold Units, or, in lieu thereof, to make up any deficiencies existing in the current operational and maintenance expenses of the regime. If Developer makes up such deficiencies, the lien of any assessments against each Developer's Units shall thereby be automatically discharged but the Association upon request shall satisfy or release such lien in writing. The Developer's obligation to pay assessments for current expenses shall begin with the first month following the issuance of a certificate of occupancy for a Unit.

The Developer shall be specifically prohibited from short term rentals and any rentals or leasing of condominium units by the Developer, pursuant to the authority set forth in this section shall be for a minimum of a thirty-day period of time.

2. Construction of Buildings. The construction of Units shall be in accordance with the terms of this Declaration and the plans and exhibits attached hereto, except Developer reserves the right on it's own initiative or pursuant to agreement with the owner of a particular Unit, or at the instance of mortgagees, any insurance carrier, the architect, or the public authorities to make or authorize variations therefrom or adjustments of an insubstantial character that are not meaningfully prejudicial to the rights of owners and do not materially affect such rights or the value of a Unit, which variations or adjustments are permitted without the necessity of consent by other owners and shall not constitute an amendment of this Declaration. Variations that do materially affect such rights or value shall be limited to a change in the location of the condominium or a reduction in size or change in the location, physical layout or design of a Unit, except that slight deviations required by construction or arising from the installation of the walls and/or partitions, changes in the location or design of a non-load beating partition, closet or other feature within a Unit, and slight variations in the location of the condominium which an accurate survey would show are permitted and the right to make the same reserved by Developer.

3. Assignment of Developer's Rights. Developer may assign its rights and powers under this Declaration, in whole or in part. No consent of owners or mortgagees shall be required.

4. Supplementary Clauses. Various provisions of this Declaration, and deeds and mortgages of the Units and common elements, contain clauses designed to accomplish shifting of the common elements as the regime is expanded by the addition of Units. None of said provisions shall invalidate the other, but each shall be deemed supplementary to the other toward the end that a valid shifting of the common elements can be accomplished.

5. Power of Appointment. Each deed of a Unit shall be deemed to reserve to the Developer the power to appoint to Unit owners, from time to time, the fractions in the common elements set forth in amendments of the declaration that expand the regime by the addition of Units.

6. Power of Appointment to Shift Fractional Interests. A power coupled with an interest is hereby granted to Ryan Abraham or to any person acting as President of the Developer as attorney-in-fact to shift fractional interests of the common elements in accordance with amendments to the declaration recorded pursuant hereto which expand the regime by the addition of land and/or Units, and each deed of a Unit and common elements in the regime shall be deemed a grant of such power to said attorney in fact.

7. Compliance With Horizontal Property Act. Each Unit owner, by acceptance of the deed conveying a Unit, agrees for such owner and all those claiming under such owner, including mortgagees that this Declaration is in accordance with the Horizontal Property Act.

ARTICLE VII

APPURTENANCES TO UNIT OWNERSHIP AND TRANSFER THEREOF; SUBDIVISION

1. Appurtenances. The ownership of each Unit (whether defined and described herein or by amendment hereto) shall include all of the appurtenances thereto, including, but not limited to, the following:

(a) Fractional Interest of Ownership of Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each Unit and the ownership thereof an undivided fractional interest of ownership in or liability for (1) the general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of the Association, and (4) the common expenses and liabilities of the Association. Such undivided fractional interest of ownership or liability shall be identical as to each of the four aspects thereof above named, and the amount of such fractional interest or liability shall be the fraction fixed for the Unit pursuant to Article V according to the fractional interest of each Unit in the entire regime.

(b) Encroachment Easements. If any portion of the common elements encroaches upon any Unit or any other portion of the common elements, or if any Unit encroaches upon any other Unit or upon any portion of the common elements upon completion of construction, or if any of such encroachments shall occur thereafter as a result of shifting or settling of the Buildings or from alteration, repair or improvement to the common elements and/or as a result of repair or restoration of the common elements or a Unit after damage by fire or other casualty, or as a result of condemnation or eminent domain proceedings, then, in each of such events, a valid easement shall exist for such encroachment and for the maintenance thereof so long as the Buildings, common elements and Units exist.

(c) Cross Easements. The appurtenances shall include, so long as the Buildings, common elements and Units exist, easements from each Unit owner to each other Unit owner and to the Association and from the Association to the respective Unit owners as required as follows:

(i) Ingress, Egress and Maintenance. Easements are reserved for ingress and egress through the common areas for access to the Units and through the common areas and the Units for purposes of maintenance, repair, replacement or reconstruction of each as authorized;

(ii) Support. Every portion of a Unit contributing to the support of the Buildings is burdened with an easement of support for the benefit of all other Units and common elements in or of the Buildings;

(iii) Utility and Other Services. Easements are reserved through the Units and common elements for conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other Units and common areas, provided such easements through a Unit shall be only according to the plans and specifications for the Buildings as and if varied during construction as herein permitted unless otherwise agreed by the Unit owner.

(d) Possession and Use of Unit, Including Air Space. In addition to the fee simple ownership of a Unit, there shall be as an appurtenance thereto an exclusive easement for the possession and use of the air or room space within the Unit and to the limited common elements of that Unit as the same exists from time to time or as altered or reconstructed from time to time subject to necessary and authorized casements for maintenance, repair and the like; which appurtenance shall be terminated automatically in the event of termination of the regime.

2. Assignment or Transfer of Appurtenances; Severance. The ownership of each Unit shall include and there shall pass and be transferred in the event of any transfer of ownership of such Unit as a parcel of realty or of any owner's right, title or interest therein, whether by deed, mortgage, by other instrument, or otherwise than by an instrument, all of the appurtenances thereto whether enumerated and separately described or not and no part of the appurtenance interest of any Unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other distribution of the Unit itself or all Units in the regime.

3. Subdivision. No Unit shall be subdivided.

4. Liens. Taxes, assessments, judgments and any other matter against a Unit owner which may give rise to a lien shall be a lien only against the Unit owner's Unit and not against any other Unit or the common elements.

ARTICLE VIII

MANAGEMENT OF THE REGIME

1. Council of Co-Owners; Membership, Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association, a non-profit membership corporation organized and existing under Chapter 504, Code of Iowa, which corporation is and shall constitute the council of the co-owners of the Buildings and common elements submitted to the regime, all as provided by Section 499B2(3), Code of Iowa. Copies of its Articles of Incorporation and its Bylaws are attached hereto as Exhibits F and G. All owners of Units shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest Whenever a vote or other action of 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 and the Bylaws.

2. Agreements and Compliance. All owners, tenants, families, guests and other persons using or occupying the regime shall be bound by and strictly comply with the provisions of the Bylaws of the Association and applicable provisions of the other

condominium documents, and all rules and regulations and all agreements and determinations lawfully made by the Association and its directors, officers, or agents shall be binding on all such owners and/or other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreements 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, and the employment of one such remedy shall not constitute the waiver of the other.

3. Included Powers: Foreclosure of Lien, Waiver of Partition. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it by Chapters 504 and 499B, Code of Iowa, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on Units for any common expenses, and the right to foreclose the lien thereof and acquire a Unit at foreclosure sale and to hold, lease, mortgage or convey the same, but such acquisition shall be on behalf of all Unit owners, all of whom, however, shall be deemed to have waived all rights of partition with respect thereto.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an 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. Except in the event of any emergency, the Association shall have the right exercisable at reasonable hours to enter a Unit as may be necessary or advisable to exercise its rights or responsibilities. In the event of an emergency the Association shall have the right to enter a Unit at any time as may be necessary or advisable to exercise its rights or responsibilities.

5. Association as Agent for Owners. The Association is hereby irrevocably appointed agent for the Owners of each and every Unit to manage, control and deal with the interest of such Owners in the common elements 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 regime upon its destruction or obsolescence as hereinafter provided, and to deal with and handle insurance and insurance proceeds and condemnation and condemnation awards as hereinafter provided. The acceptance by any person or entity of any interest in any Unit shall constitute an appointment of the Association as an attorney-in-fact as provided above.

6. Subordination of Assessment Liens. If any Unit subject to a lieu 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 Hen 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 time 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 fee of assessments, if any, that have come due up to the time of the foreclosure or deed given in lieu of foreclosure, but subject to assessment liens that shall

have come due subsequent to the foreclosure or deed given in lieu of foreclosure. All assessment liens as shall have conic due up to 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.

7. Assessments. The initial monthly assessment levied by the Association is One Hundred Dollars ($100.00), the assessment is subject to increase or decrease upon thirty days written notice to the Owners.

ARTICLE IX

MAINTENANCE ALTERATION AND IMPROVEMENTS

1. Terms. Although the use of one shall not be deemed to exclude the applicability of another unless specifically so stated or required by the context, certain terms not susceptible to precise delineation are employed in the Article as follows: "Maintenance" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when constructed and completed by Developer; "alteration" relates to changes from such state other than maintenance; 'improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration. The provisions of this Article are applicable where the work done or required is not caused by a specific casualty or event and shall also apply in the event of maintenance, alteration or improvement necessitated by a specific casualty or event unless different provision is specifically made in the condominium documents dealing with such contingencies.

2. Maintenance by Association.

(a) All common elements and facilities, limited or general, shall be maintained by the Association as a common expense unless responsibility is otherwise imposed on the Unit owner by paragraph 3 of this Article or otherwise.

(b) Incidental damage caused to a Unit through maintenance by the Association shall be repaired by the Association as common expense.

(c) If a Unit owner defaults in his responsibilities of maintenance, the Association shall assume the same as a common expense and levy a special assessment against the Unit collectible as other assessments.

3. Maintenance by Owner.

(a) It shall be the responsibility of each Unit owner, after the Developer has deeded the Unit to the owner, at his own expense, to provide all maintenance of and within his Unit as defined by Article IV, paragraph 3, and including maintenance of non-load bearing partitions, of the interior surfaces of the walls, ceiling, doors, windows, sliding glass doors and floors which define the Unit, and of any finished or additional surfaces or materials installed by the Developer and/or the Unit owner, such as carpets, wall papering, counter tops, painting or staining, or other floor, wall or ceiling or other covering of any kind. The owners shall also maintain all plug-in appliances and other personality of any kind within the Unit.

(b) The Unit owner, at his expense, shall be responsible for maintenance of the patio or deck adjacent to his Unit, if any, and the sliding glass doors thereto, all other doors or windows and all limited or general common elements within the Unit and garage for that Unit, excluding the garage door. The owner shall maintain and replace all equipment, machines and attachments and fixtures within the Unit, irrespective of whether the same are or might be regarded as personality or real estate or as common elements for other purposes, such as air conditioning and heating equipment or units, ranges, fans, water heaters, dishwashers, disposals, or other appliances or equipment including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to the Unit. It is understood the owner shall be responsible for the maintenance of wiring, piping, conduits, ducts and other service elements within the Unit, even though situated without.

(c) The Unit owner shall likewise maintain at his expense any improvements or alterations subsequently added by him and it shall be his duty to perform said maintenance without disturbing the rights of other Unit owners and to report promptly to the Association any defects or need for repairs which are the initial responsibility of the Association or with respect to which the Association otherwise has authority to act.

(d) The Unit owners shall likewise maintain, repair and replace, at his expense, any fence installed by Owner, or its predecessors in interest. Said maintenance shall include lawn care within the fenced-in area and an area equal to one-foot on each side of the fence.

4. Responsibility of Owner; Insurance Proceeds. The owner of a Unit shall be responsible and liable for the expense of any maintenance rendered necessary by his act, neglect or carelessness or that of his family, guests, employees, agents or lessees, which liability shall include any increase in insurance rates occasioned thereby, provided this requirement shall not preclude the proceeds of insurance maintained by the Association from being applied to discharge such expense, in whole or in part; provided further that nothing herein stated shall be construed to modify subrogation rights of or any modification thereof by insurance companies.

5. Maintenance Involving More Than One Unit. If maintenance is required involving more than one Unit, the Association, in order to provide centralized direction, may assume responsibility therefore and provide for the same, in whole or in part, as a common expense assessable to all owners.

6. Alteration or Improvements by Unit Owner. No Unit owner shall make any alteration of or improvement to a Unit or the limited common elements appurtenant thereto

or to any of the common elements or remove any portion thereof without approval of the Board of Directors of the Association as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by an insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. In addition, no such alteration or improvement shall be made unless the Board of Directors shall approve the design and safety thereof and no work by an owner is permitted which will jeopardize the soundness of the Buildings or impair any easement. Any alteration or improvement of a Unit or the limited common elements appurtenant thereto shall neither increase nor decrease the fractional interest in the common elements appurtenant to that Unit.

7. Alteration of Improvement by the Association or All Owners. Except as otherwise permitted by this Declaration, there shall be no alteration of the Buildings or other general common elements, or further improvements added to the lands or other common elements, without the approval of all owners, provided upon the question being put to a vote at a membership meeting as provided in the Bylaws any such alteration or improvement may be done if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor thereof and if the dissenting owners are relieved from the cost and their share of the cost is borne by the assenting owners. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the fractional interest appurtenant to each Unit in the common elements and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

ARTICLE X

CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

The ownership, use, occupation and enjoyment of each Unit and of its appurtenances and of the common elements of the regime shall be subject to covenants, conditions, easements, or other encumbrances of record and to the provisions of the Bylaws and Articles of Incorporation of the Association and of this Declaration, all of which provisions, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition, restriction, and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be bidding on and enforceable against all Units and the owners thereof and their respective assigns, lessees, tenants, occupants, and successors in interest. The following particular covenants, conditions, restrictions and requirements are hereby noted and set forth:

1. No owner of a Unit shall convey or mortgage such unit unless and until all sums due the Association by way of assessment of any kind or other charge and whether evidenced by recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee or mortgagee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent

amounts before payment of any of same to the owner. The Association shall in any event issue a written statement under signature of an officer or management contractor to such grantee or mortgagee verifying the status of all assessments or charges affecting the Unit, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

2. No Unit owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto or erect any sign or otherwise disturb or affect the same. For Sale signs may be permitted at the discretion of the Board of Directors, No exterior transmission devices of any kind, including towers, antennas, and television and/or microwave transmission dishes, shall be constructed, installed, modified or permitted on the general common elements, including the buildings containing the Units, the ground and other areas used or otherwise designated as common areas, Notwithstanding the foregoing, exterior transmission devices (1) which are used to receive direct broadcast satellite service, including direct-to-home satellite service or to receive or transmit fixed wireless signals via satellite, and have a diameter of one (1) meter or less, or (2) which are used to receive video programming services via multipoint distribution services, including multi-channel multipoint distribution services, instructional television fixed services and local multipoint distribution services or to receive or transmit fixed wireless signals other than via satellite, and are one meter or less in diameter or diagonal measurement, or (3) which are used to receive television broadcast signals, shall be permitted on limited common elements, including patios and decks. Any damage to the general common elements occasioned by the installation or use of any allowed transmission device shall be the responsibility of the individual unit owner installing and/or using such device. A transmission device sewing a particular Unit must be located on the limited common elements appurtenant to that Unit unless otherwise permitted by the Board of Directors.

3. The owner of each Unit covenants and agrees not to engage in or permit any activity or condition as would cause a termination of or increase the premium for insurance carried by the Association.

4. In accordance with the right of entry reserved in Article VIII, paragraph 4, each Unit owner shall deposit with the Association, if required by it, a key to the Unit and consents that, in the ease of any emergency originating in or threatening a Unit, the Board of Directors of the Association or any person authorized by it may enter the Unit for the purpose of remedying or abating such emergency whether the owner is present or not.

5. No animal pens, sheds, or other outbuilding or structure of any kind shall be erected by a Unit owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners. No fire hazard or unsightly accumulation of refuse is allowed. All laws, ordinances and the regulations of governmental bodies shall be observed by the owners and the Association.

6. No boat, trailer, motor home, or recreational vehicle shall be parked upon the common elements for more than twenty-four (24) hours during any consecutive seven (7)

day period. No mechanical repairs to any vehicle shall be performed upon the common elements (such activities shall be confined to garages). Each Unit owner covenants and agrees with all other Unit owners to repair and maintain, rebuild and reconstruct his own Unit and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay his separately metered utility expenses.

7. A Unit owner shall give notice to the Association of every lieu 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 ten (10) days after the lien attaches or the owner receives notice of such suit.

8. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern: The Board (a) may approve temporary structures, the same being otherwise prohibited, (b) may regulate or prohibit the ownership and use of pets, motorcycles or other power driven equipment, (c) may prohibit the use of flags, banners and grills on a patio or balcony and (d) may permit the enclosure of a balcony or patio area, the same being an alteration or improvement otherwise not permissible without approval by the Board of Directors. In order to enhance the exterior appearance of the Buildings, all window coverings having an exterior exposure shall be lined in white unless the Board otherwise permits.

9. Units shall be used and occupied for dwelling purposes only. A Unit may be rented or leased by the owner, provided the entire Unit is rented, the occupancy is only by the lessee and his family, and the lease is in writing and copy thereof is filed with the Association prior So possession. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents. The term "lease" as used herein shall include any form of occupancy, whether technically a lease or tenancy and whether for consideration or not. Ownership of a Unit by a corporation or a trust is permitted, hut no individual shall be allowed to occupy or use such a Unit, except pursuant to a written lease complying herewith. An owner shall be liable to the Association and other owners, as the case may be, for damage to common elements or property of other owners.

The Owners shall be specifically prohibited from short term rentals and any rentals or leasing of condominium units by a owner, pursuant to the authority set forth in this section, shall be for a minimum of a thirty-day period of time.

10. No more than two (2) cats and two (2) dogs may be kept in each Unit. A cat's weight may not exceed twenty (20) pounds and a dog's weight may not exceed sixty (60) pounds. Specially trained guidance dogs, signal dogs or other assistance dogs are permitted as required regardless of their weight. No wild animal, reptile or bird may be trapped, transported, kept, or maintained anywhere on the property. All allowable pets shall be kept and housed inside the owner's Unit, and no pet may be kept which abnormally interferes with the rights, comforts or convenience of other owners. Breeding of any animals on the

property is specifically prohibited. All pets must be kept on a leash when outside the owner's Unit. Each owner shall have the individual responsibility for any clean up required as a result of the ownership of such pet. If the owner fails to clean up after his or her pet, the Board of Directors may arrange for the required clean up and assess the charges for such services to the owner as a special assessment.

11. Fences. No fences or other structures may be built or maintained in front of the frontline of a dwelling extending to the side dwelling unit lines. All fences shall be of black poly-covered chain link unless otherwise approved by Developer. No fence shall be constructed using wood material. All fences shall be four feet in height. All fences shall extend from the side of a Unit or the middle of the dividing wall, as the case may be and shall extend thirty (30) feet from the rear of a Unit. Other than as stated in this paragraph, no fences or other structures may be built or maintained adjacent to any Unit.

12. Enforcement. The Developer, Association and any owner shall have the right to enforce, by any proceeding at law or in equity, all of the restrictions, conditions, covenants, reservations, liens, and charges now or hereafter imposed by the provisions of this Declaration.

13. Amendment. These covenants may be amended by the Developer at anytime as long as the Developer owns any Unit. These covenants may also be amended upon approval of not less than two-thirds of the Unit owners, provided however, that so long as the Developer is the owner of any Unit, such amendment shall not be effective unless approved in writing by the Developer. Any amendment to these Covenants shall be recorded in the Johnson County Recorder's Office.

ARTICLE XI

PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION

1. Damage to or destruction of all or any part of the Buildings and/or condominium property shall be repaired or the same restored, rebuilt or reconstructed, as the ease may be, if two-thirds (2/3) of the total number of votes outstanding and entitled to be cast are voted in favor of such repair, restoration, rebuilding or reconstruction. If less than two-thirds (2/3) of such votes are cast in favor of any such actions, the outcome of the vote taken shall automatically constitute a determination that the entire condominium property be deemed owned in common by the Unit owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Iowa Code as now provided or hereafter amended and in effect at such time. That percentage of all the owners of the Units submitted to the regime who together cast the necessary percentage of the total number of votes outstanding entitled to be east in favor of or against any of such action shall be the number and percentage of such owners whose votes shall be determinative of whether to rebuild, repair, restore or reconstruct all or any portion of the property or whether to deem the property to be owned in common.

2. A vote and determination to repair, rebuild, restore or reconstruct made pursuant to paragraph 1 of this Article (but not a presumed determination pursuant to paragraph 3 next following) may be recalled and superseded as follows: After the bids for the necessary work have been taken and the amount of insurance proceeds or other funds available for the work are known, and if the total amount of the resulting assessment as will be required to finance the work exceeds ten percent (10%) of the precasualty value of the entire condominium property at the time of the casualty, then the Board of Directors shall call a special meeting of the members of the Association to consider under such circumstances whether or not the property in question shall be restored, rebuilt, repaired or reconstructed; the work shall in such event be done only if seventy-five percent (75%) rather than two-thirds (2/3) of the total number of votes outstanding and entitled to be east are cast in favor of the proposed action, and if the work is not thus authorized, the original determination shall stand rescinded and superseded, and the entire condominium property shall be deemed to be owned in common by the Unit owners with the same effect as hi the case of a negative vote pursuant to paragraph I of this Article.

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

4. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration, or reconstruction of the property shall contain the same number of Units, and be substantially in accordance with the plans and specifications of original construction, as available from the exhibits hereto and plans on file with the office of the County Recorder for Johnson County, Iowa, and the factional interest and other appurtenances to each Unit after such repair, rebuilding, restoration, or reconstruction shall be the same as before. An amendment of the plans and specifications as contemplated above must be adopted by unanimous consent, pursuant to paragraph 1 of Article XII.

5. The provisions of this Article are intended to govern in the event of damage or destruction resulting from an occurrence or casualty which although to be broadly

construed may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, as referred to in Article IX, and in any event paragraph 4 and the other provisions of this Article shall not govern in the event of reconstruction, rebuilding or restoration necessitated on account of long term obsolescence or condemnation of any Unit within the regime.

6. Except as provided herein, in the case of damage or destruction of other than a minor character, unless at least three-fourths (3/4) of the owners of Units (other than Developer) have given their written consent, the Association shall not be entitled to:

(a) by act or omission, seek to abandon or terminate the condominium project;

(b) change the pro rata interest or obligations of any Unit for the purpose of:

(i) levying assessments or changes or allocating distributions of hazard insurance proceeds or condemnation awards, or

(ii) determining the pro rata share of ownership of each Unit in the common elements;

(c) use hazard insurance proceeds for losses to any condominium property for other than the repair, replacement or reconstruction of such condominium property.

This paragraph shall not prevent Developer from exercising their votes against the actions described in this paragraph. Further, the provisions of this Declaration, which call for a larger percentage of votes of unit owners to take any action described in this paragraph, shall control over the provisions of this paragraph.

Unless the condominium project is no longer owned in the form of a condominium, the common elements may not be abandoned, partitioned, subdivided, renumbered, sold or transferred. However, the granting of easements by the Association for utilities or for other public purposes consistent with the use of the common elements for condominium purposes shall be permitted.

ARTICLE XII

AMENDMENT

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

1. Fractional Interest. The fractional interest in the common elements appurtenant to a Unit may be amended only by unanimous consent of all Unit owners and their mortgagees, provided, in the event of condemnation of any Unit or of long-term obsolescence, the same may be adjusted and may be amended as provided in paragraph 4 of this Article.

2. Contracts Excepted. No lawful agreement entered into by the Association shall require an amendment of this Declaration, provided the same is not in conflict herewith.

3. Developer's Rights. Neither Article VI nor any other provisions of this Declaration affecting the rights of the Developer shall be subject to amendment without the written consent of Developer and any attempt to so amend this Declaration without such prior written consent shall be null and void.

4. Right to Amend Plans. Developer reserves the right to change the building plans of one or more Units and to alter the boundaries between Units without the consent or approval of the Unit Owners or their mortgagees, provided that Developer owns the Units so altered. If Developer shall make any such changes, the changes shall be reflected in an amendment to the Declaration.

5. Minor Amendments by Developer. Developer may minor amendments to this Declaration without the consent or the approval of the unit owners or their mortgagees. Such amendments 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. In addition, the Developer shall have the authority, from lime to time, to adopt amendment to this Declaration and exhibits hereto as may be required by the FHA, VA, FNMA or any other mortgage insurance or assistance organizations or agencies without approval from unit owners or their mortgagees.

6. General Procedure. Except as otherwise provided in this Article, this Declaration maybe amended other than pursuant to an amendment to the Bylaws:

(a) By the unanimous written agreement of all owners of all Units.

(b) By the owners acting through the Association and in accordance with the procedures of its Bylaws at a regular or special membership meeting as to which notice of the proposed amendment has been given and upon the favorable vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. No amendment shall be adopted at variance with that proposed in the notice, but the notice may contain more than one proposed amendment Approval of the Board of Directors is not required of an amendment thus adopted.

7. Execution and Recording. An amendment pursuant to paragraph I or paragraph 4(a) of this Article shall be effective when executed and acknowledged by all owners and mortgagees, as the case may be, with the formalities of a deed and recorded in the Recorder's Office, Johnson County, Iowa. An amendment adopted pursuant to paragraph 4(b) shall be effective when a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Corporation by its President or a Vice-President and Secretary or an Assistant Secretary with the formalities of a deed

and acknowledged as having been thus executed by authorization of the owners as herein provided, and is recorded in the Recorder's Office, Johnson County, Iowa.

ARTICLE XIII

MORTGAGEE PROTECTION

Notwithstanding any and all provisions hereof to the contrary, in order to induce FannieMae and FHA to participate in the financing of the sale of the units within and contained in Urban Villas at Dahnovan Estates Condominiums, the following provisions are added hereto (and to the extent that these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

1. Each holder of a First Mortgage encumbering any unit is entitled to written notification from the Association (upon written request to the Association) in a timely fashion of the following:

(a) Any default by the Mortgagor of such unit in the performance of such mortgagor's obligations under the Declaration, the Articles of incorporation of the Association or the By-Laws of the Association, which is not cured within thirty (30) days.

(b) Any proposed amendment of the condominium instruments effecting a change in the boundaries of unit or the liability for common expenses appertaining thereto, the number of votes in the owners association appertaining to any unit or the purposes to which any unit or the common elements are restricted.

(c) Any proposed termination of the condominium regime.

(d) Any condemnation loss or any casualty loss which affects a material portion of the condominium or which affects any units on which there is a first mortgage held, insured or guaranteed by such eligible holder.

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

2. Each holder of a First Mortgage encumbering any unit which comes into possession of such unit pursuant to the remedies provided in such Mortgage, or by foreclosure of such mortgage, or by Deed (or Assignment) in lieu of foreclosure of such mortgage, or by Deed (or Assignment) in Lieu of foreclosure, shall be exempt from any restriction on the sale or rental of suck unit including, but not limited to, restrictions on the posting of signs pertaining to the sale or rental of such unit.

3. Any First Mortgagee who obtains title to a unit, pursuant to the remedies provided in the Mortgage or foreclosure of said Mortgage, will not be liable for more than six months of the units unpaid dues or charges which accrue prior to the acquisition of title to such unit by the Mortgagee.

4. Unless at least seventy-five percent (75%) of the First Mortgagees (based on one vote for each First Mortgage owned) or owners (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Condominium Owner's Association shall not be entitled to:

(a) By act or omission seek to abandon or terminate the condominium project;

(b) Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of:

i. Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or

ii. Determining the pro rat share of ownership of each Condominium Unit in the common elements;

iii. Partition or sub-divide any Condominium Unit;

iv. By act or omission, seek to abandon, partition, subdivide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.);

v. Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

(c) To materially amend any provisions of the declaration, by-laws or equivalent documents of the condominium, or to add any material provisions thereto, which establish, provide for, govern or regulate any of the following: voting, assessments, assessment liens or subordination of such liens, reserves for maintenance, repair and replacement of the common elements, insurance or fidelity bonds, rights to use of the common elements, responsibility for maintenance and repair of the several portions of the condominium, expansion or contraction of the condominium regime or the addition, annexation or withdrawal of property to or from the regime, boundaries of any unit, the interests in the general or limited common elements, convertibility of units into common elements or of common elements into wilts, leasing of units, imposition of any right of first refusal or similar restriction on the right of a unit owner to sell, transfer, or otherwise convey his or her unit in the condominium, establishment of self-management by the condominium association where professional management has been required by any of the agencies or corporations.

5. All First Mortgagees shall have the right to examine the books and records of the Urban Villas at Dahnovan Estates Condominiums Home Owners Association or the condominium project. Upon written request from any of the agencies or corporations which have an interest or prospective interest in the condominium, the Urban Villas at Dahnovan Estates Condominiums Home Owners Association shall be required to prepare and finish within a reasonable time an audited financial statement of the Urban Villas at Dahnovan Estates Condominiums Home Owners Association for the immediately fiscal year.

6. An adequate reserve find for replacement of the common elements must be established and must be funded by regular monthly payments rather than by Special Assessments.

7. The Association if requested in writing shall give the Mortgage Servicer notice (do Servicer, at Servicer's address) in writing of any loss to, or taking of, a common element of the condominium project if such loss or taking exceeds Ten Thousand dollars ($10,000.00), or damage to a Condominium Unit covered by a Mortgage purchase in whole or in part by Federal Home Loan Mortgage Corporation exceeds One Thousand Dollars ($1,000.00).

8. Each mortgagee, insurer or guarantor shall be deemed to have consented to and/or approved any amendment or other action requiring the consent of such mortgagee, insurer or guarantor if the mortgagee, insurer or guarantor does not respond to a written request for consent and/or approval (addressed to the mortgagee, insurer or guarantor's addressed of record with the Association and sent via certified or registered mail with a return receipt requested) within sixty (60) days after receipt thereof.

ARTICLE XIV

EFFECTIVE DATE POSSESSION OF COMMON ELEMENTS; CONDEMNATION AND OBSOLESCENCE; PARTITION; SEVERABILITY; ARTICLES OF INCORPORATION AND BYLAWS OF ASSOCIATION: CHAPTER 499B, CHAPTER 504, CODE OF IOWA

1. Effective Date of Fractional Interest. The fractions of ownership interest in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exist for all purposes irrespective of any actual occupancy or use and whether the Units are sold or not.

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

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

4. Partition. The common elements shall remain undivided and neither a Unit owner, nor any other person or organization may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all of the property from the regime pursuant to Section 499B.8, Code of Iowa, as the same now exists or may hereafter be amended, or a specific determination not to repair, reconstruct, or rebuild with the consequences set forth in Section 499B.16 thereof.

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

6. Articles of Incorporation and Bylaws of Association. The provisions of the Articles of Incorporation of the Association and the Bylaws of the Association attached hereto are by reference incorporated herein and are a part of this Declaration the same as if they were fully set forth herein and the owners of Units are bound thereby.

7. Chapters 499B and 504, Code of Iowa. Wherever herein reference is made to Chapter 499B or any section thereof, or Chapter 504 or any section thereof, Code of Iowa, it is intended that such reference shall include the provisions of such Code sections as they now exist or may hereafter be amended, and if a question arises there under at some time in the future, the specific section of the Code in its then form shall be applied.

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 14 day of June, 2017.

KAITLIN DEWULF
Commission Number 796889
My Commission Expires
02/23/19

Dahnovan Builders, L.L.C., Developer

By: ______________________
Ryan Abraham, Manager

STATE OF IOWA)
) ss:
COUNTY OF Johnson)

This instrument was acknowledged before me on the 14 day of June, 2017, by Ryan Abraham as Manager Dahnovan Builders, L.L.C.

____
Notary Public in and for the State of Iowa
My commission expires 02/23/19

ALL-STATE LEGAL® EXHIBIT A

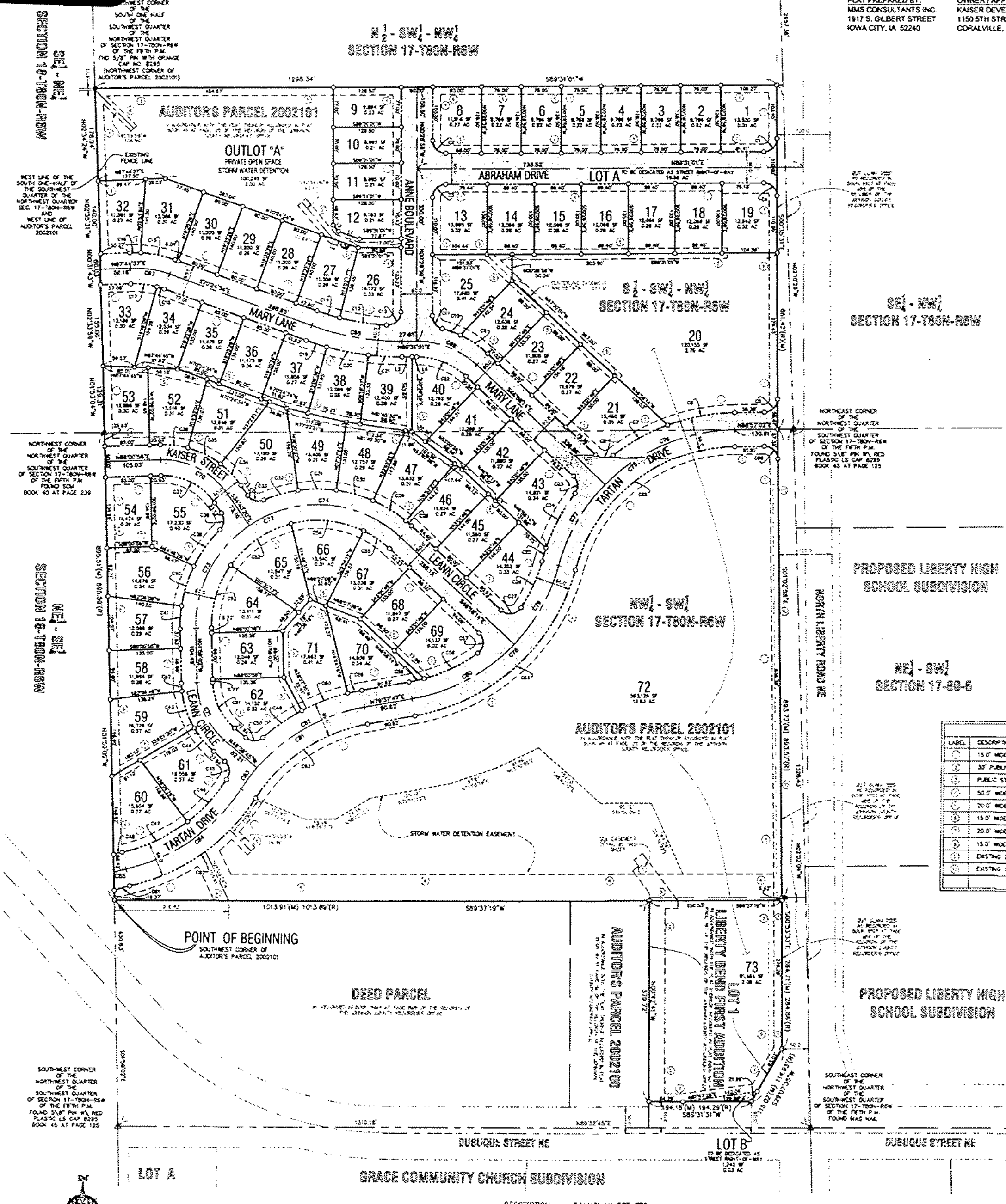
See Resolution Bk 5579 Pg 527 (10/26/16)

FINAL PLAT
DAHNOVAN ESTATES

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH ONE HALF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, INCLUDING A PORTION OF AUDITOR'S PARCEL 2002101, AND A PORTION OF LOT 1 OF LIBERTY BEND FIRST ADDITION

NORTH LIBERTY, JOHNSON COUNTY, IOWA

PLAT PREPARED BY:	OWNER / APPLICANT:	ATTORNEY:
MMS CONSULTANTS INC.	KAISER DEVELOPMENT LLC	MATTHEW J. ADAM
1917 S. GILBERT STREET	1150 5TH STREET, SUITE 170	1100 5TH STREET SUITE 205
IOWA CITY, IA 52240	CORALVILLE, IA 52241	CORALVILLE, IA 52241



CURVE SEGMENT TABLE						
CURVE	DELTA	RADIUS	LENGTH	TANGENT	CHORD	BEARING
C1	90°08'32"	25.00'	39.32'	25.06'	35.39'	N44°27'45"E
C2	90°00'20"	25.00'	39.27'	25.00'	35.36'	N45°28'58"W
C3	90°00'00"	25.00'	39.27'	25.00'	35.36'	[illegible]
C4	89°53'28"	25.00'	39.22'	24.95'	35.32'	N45°32'19"W
C5	89°32'35"	25.00'	39.07'	24.80'	35.21'	[illegible]
C6	19°25'22"	383.00'	129.83'	65.55'	129.21'	[illegible]
C7	17°24'29"	383.00'	116.75'	58.37'	116.28'	[illegible]
C8	81°25'22"	25.00'	35.53'	21.51'	32.61'	[illegible]
C9	18°20'22"	187.00'	65.36'	31.60'	62.79'	[illegible]
C10	10°49'42"	187.00'	37.23'	18.67'	37.18'	[illegible]
C11	75°39'19"	25.00'	33.01'	19.41'	30.66'	[illegible]
C12	93°31'25"	25.00'	40.81'	26.56'	36.43'	[illegible]
C13	11°00'52"	473.00'	90.93'	45.32'	90.71'	[illegible]
C14	5°32'29"	473.00'	45.41'	22.72'	45.39'	[illegible]
C15	18°41'22"	232.00'	67.01'	33.74'	66.77'	[illegible]
C16	5°09'17"	232.00'	20.69'	10.35'	20.69'	[illegible]
C17	17°02'32"	170.00'	50.57'	25.47'	50.38'	[illegible]
C18	4°49'17"	170.00'	14.31'	7.16'	14.30'	[illegible]
C19	4°28'49"	533.00'	41.64'	20.83'	41.63'	[illegible]
C20	8°47'01"	533.00'	81.75'	40.91'	81.67'	[illegible]
C21	8°56'38"	533.00'	83.20'	41.68'	83.11'	[illegible]
C22	43°33'43"	137.00'	104.16'	54.73'	101.68'	[illegible]
C23	83°25'08"	25.00'	36.25'	22.59'	33.16'	[illegible]
C24	17°35'00"	383.00'	117.57'	59.41'	117.11'	[illegible]
C25	3°54'56"	383.00'	26.17'	13.09'	26.17'	[illegible]
C26	17°36'23"	317.00'	97.41'	49.09'	97.03'	[illegible]
C27	100°51'22"	25.00'	44.01'	30.25'	38.54'	[illegible]
C28	3°08'19"	260.00'	14.24'	7.12'	14.24'	[illegible]
C29	16°34'05"	260.00'	75.22'	37.85'	72.98'	[illegible]
C30	16°57'58"	260.00'	73.21'	38.85'	72.67'	[illegible]
C31	16°07'51"	260.00'	73.20'	36.84'	72.95'	[illegible]
C32	15°02'18"	260.00'	68.24'	34.32'	68.04'	[illegible]
C33	78°52'23"	25.00'	34.41'	20.56'	31.76'	[illegible]
C34	17°28'23"	192.00'	56.36'	28.47'	56.13'	[illegible]
C35	22°30'13"	180.00'	70.70'	39.81'	70.24'	[illegible]
C36	16°52'06"	180.00'	52.99'	26.69'	52.80'	[illegible]
C37	57°18'42"	120.00'	120.03'	65.56'	115.09'	[illegible]
C38	78°52'23"	25.00'	34.41'	20.56'	31.75'	[illegible]
C39	19°27'22"	192.00'	65.26'	43.55'	65.86'	[illegible]
C40	17°37'41"	260.00'	72.98'	40.32'	79.68'	[illegible]
C41	9°32'53"	260.00'	43.33'	21.71'	43.28'	[illegible]
C42	5°04'08"	180.00'	15.93'	7.97'	15.92'	[illegible]
C43	23°55'19"	180.00'	75.15'	38.13'	74.61'	[illegible]
C44	18°40'15"	180.00'	58.66'	29.59'	58.40'	[illegible]
C45	82°13'10"	25.00'	35.89'	21.83'	32.89'	[illegible]
C46	19°43'12"	317.00'	109.10'	55.10'	108.57'	[illegible]
C47	24°47'22"	317.00'	137.15'	69.67'	136.09'	[illegible]
C48	2°11'47"	383.00'	14.91'	7.46'	14.91'	[illegible]
C49	13°26'20"	383.00'	89.83'	45.12'	89.63'	[illegible]
C50	82°15'10"	25.00'	35.89'	21.83'	32.89'	[illegible]
C51	47°26'43"	120.00'	99.62'	53.00'	96.27'	[illegible]
C52	36°29'49"	200.00'	127.34'	65.91'	125.20'	[illegible]
C53	40°45'42"	200.00'	142.17'	74.24'	139.19'	[illegible]
C54	40°40'46"	200.00'	142.00'	74.14'	139.03'	[illegible]
C55	17°07'32"	200.00'	59.78'	30.11'	59.56'	[illegible]
C56	20°30'33"	317.00'	113.47'	57.35'	112.87'	[illegible]
C57	100°53'25"	25.00'	44.02'	30.25'	38.54'	[illegible]
C58	5°14'03"	317.00'	28.96'	14.49'	28.95'	[illegible]
C59	4°02'03"	383.00'	26.97'	13.49'	26.96'	[illegible]
C60	14°03'19"	383.00'	93.95'	47.23'	93.72'	[illegible]
C61	5°26'35"	317.00'	30.49'	15.25'	30.38'	[illegible]
C62	44°30'34"	383.00'	297.52'	156.73'	290.10'	[illegible]
C63	47°22'28"	317.00'	262.57'	139.34'	255.13'	[illegible]
C64	65°03'48"	383.00'	434.92'	244.30'	411.92'	[illegible]
C65	74°23'04"	317.00'	411.55'	240.55'	383.25'	[illegible]
C66	90°00'00"	25.00'	39.27'	25.00'	35.36'	[illegible]
C67	21°50'45"	200.00'	76.26'	38.60'	75.80'	[illegible]
C68	30°04'35"	330.00'	173.18'	88.49'	174.29'	[illegible]
C69	43°36'45"	167.00'	126.82'	66.85'	123.80'	[illegible]
C70	57°15'42"	150.00'	150.04'	81.97'	143.86'	[illegible]
C71	47°36'45"	150.00'	124.78'	66.25'	121.21'	[illegible]
C72	135°00'40"	230.00'	541.98'	555.45'	425.07'	[illegible]
C73	57°18'45"	230.00'	230.09'	125.69'	220.59'	[illegible]
C74	77°42'06"	230.00'	311.91'	185.25'	288.56'	[illegible]
C75	74°23'04"	350.00'	454.35'	265.55'	423.14'	[illegible]
C76	44°57'29"	350.00'	274.63'	144.82'	267.64'	[illegible]
C77	29°22'35"	350.00'	179.70'	91.91'	177.72'	[illegible]
C78	65°03'48"	350.00'	397.45'	223.25'	376.44'	[illegible]
C79	28°27'46"	350.00'	173.87'	88.77'	172.09'	[illegible]
C80	36°36'36"	350.00'	223.86'	115.79'	219.80'	[illegible]
C81	47°27'28"	350.00'	289.90'	153.85'	281.69'	[illegible]
C82	39°15'32"	350.00'	239.82'	124.87'	235.25'	[illegible]
C83	8°12'58"	350.00'	49.85'	25.63'	49.94'	[illegible]
C84	44°30'34"	350.00'	271.89'	143.22'	265.11'	[illegible]
C85	3°52'01"	350.00'	23.62'	11.82'	23.62'	[illegible]

EASEMENT LABEL TABLE	
LABEL	DESCRIPTION
1	15.0' WIDE PUBLIC UTILITY EASEMENT
2	30' PUBLIC UTILITY & DRAINAGE EASEMENT
3	PUBLIC STORM SEWER AND DRAINAGE EASEMENT
4	50.0' WIDE PUBLIC UTILITY AND SANITARY SEWER EASEMENT
5	20.0' WIDE PUBLIC UTILITY, STORM SEWER, AND DRAINAGE EASEMENT (CENTERED)
6	15.0' WIDE PUBLIC UTILITY, STORM SEWER, AND DRAINAGE EASEMENT
7	20.0' WIDE DRAINAGE EASEMENT (CENTERED)
8	15.0' WIDE STORM SEWER AND DRAINAGE EASEMENT (CENTERED)
9	EXISTING 25.0' WIDE SANITARY SEWER EASEMENT BOOK 5336 PAGE 840
10	EXISTING 10.0' WIDE SANITARY SEWER EASEMENT BOOK 5336 PAGE 840

MINIMUM LOW OPENING	
LOT NUMBER	MLO
1,2,3,4	
5,6,7,8	772.50
9,10,11	772.00
12	774.70
13,14,15	776.50
16,17	777.50
18,19,20	
21,22	782.50
23	779.50
24	776.50
25	779.00
26,27	774.70
28,29,30,31,32	773.00
33,34,35,36,37,38	780.00
39,40	779.50
41,42	780.00
43,44,45	782.00
46,47,48,49	780.00
50,51,52,53	780.00
54,55	778.00
56	776.00
57,58	773.50
59,60	771.00
61	772.00
62,63	777.00
64	778.00
65,66	780.50
67,68,69,70	781.00
71	777.50

LINE SEGMENT TABLE		
LINE	LENGTH	BEARING
L1	43.17'	[illegible]
L2	15.67'	[illegible]
L3	19.10'	[illegible]
L4	8.50'	[illegible]

AREA SUMMARY TABLE	
1/4 - 1/4	AREA
SW - NW	19.58 AC
NW - SW	28.31 AC
TOTAL	47.89 AC

DESCRIPTION – DAHNOVAN ESTATES

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH ONE HALF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, NORTH LIBERTY, JOHNSON COUNTY, IOWA, INCLUDING A PORTION OF AUDITOR'S PARCEL 2002101, AND A PORTION OF LOT 1 OF LIBERTY BEND FIRST ADDITION, DESCRIBED AS FOLLOWS:

Beginning at the Southwest Corner of Auditor's Parcel 2002101, in accordance with the Plat thereof Recorded in Plat Book 45 at Page 102 of the Records of the Johnson County Recorder's Office; Thence N01°59'02"W, along the West Line of said Auditor's Parcel 2002101, and the West Line of Northwest Quarter of the Southwest Quarter of Section 17, Township 80 North, Range 6 West, of the Fifth Principal Meridian, North Liberty, Johnson County, Iowa, 895.51 feet, to the Northwest Corner of said Northwest Quarter of the Southwest Quarter; Thence N01°53'04"W, along an existing fence line, 129.31 feet; Thence N02°33'59"W, along said existing fence line, 155.05 feet; Thence N00°31'43"W, along said existing fence line, 60.03 feet; Thence N02°35'31"W, along said existing fence line, 140.00 feet; Thence N02°34'24"W, along said existing fence line, 178.94 feet, to the Northwest Corner of said Auditor's Parcel 2002101 and the South One Half of the Southwest Quarter of the Northwest Quarter, Section 17, Township 80 North, Range 6 West, of the Fifth Principal Meridian, Johnson County, Iowa; Thence S89°31'01"W, along the North Line of said Auditor's Parcel 2002101, and said South One Half, 1298.34 feet, to the Northwest Corner of the Tract of Land conveyed by Quit Claim Deed as Recorded in Book 5327 at Page 669 of the Records of the Johnson County Recorder's Office; Thence S00°35'31"E, along the West Line of said Conveyed Parcel, 661.42 feet; Thence S01°02'58"E, along said West Line, 893.72 feet, to the Southwest Corner of said Conveyed Tract, and the Northwest Corner of the Tract of Land conveyed by Quit Claim Deed as Recorded in Book 5327 at Page 684 of the Records of the Johnson County Recorder's Office; Thence S00°53'33"E, along the West Line of said Conveyed Tract 284.71 feet; Thence S29°07'36"W, along said West Line, 115.02 feet, to the Southwest Corner thereof, and a Point on the North Right-of-Way Line of Dubuque Street NE; Thence S89°31'31"W, along said North Right-of-Way Line, 194.18 feet, to its intersection with the West Line of Lot 1 of Liberty Bend First Addition, in accordance with the Plat thereof Recorded in Plat Book 53 at Page 327 of the Records of the Johnson County Recorder's Office; ; Thence N00°42'41"W, along the West Line of said Lot 1, a distance of 379.72 feet, to its intersection with the South Line of said Auditor's Parcel 2002101; Thence S89°37'19"W, along said South Line, 1013.91 feet, to the Point of Beginning. Said Tract of Land contains 47.89 Acres, and is subject to easements and restrictions of record.

LEGEND AND NOTES

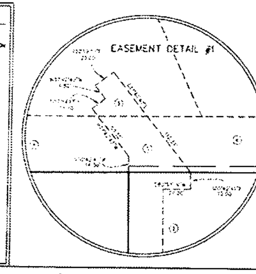
- CONGRESSIONAL CORNER, FOUND
- CONGRESSIONAL CORNER, REESTABLISHED
- CONGRESSIONAL CORNER, RECORDED LOCATION
- PROPERTY CORNER(S), FOUND (as noted)
- PROPERTY CORNERS SET (5/8" Iron Pin w/ yellow, plastic LS Cap embossed with "MMS")
- CUT "X"
- PROPERTY & R/W BOUNDARY LINES
- CONGRESSIONAL SECTION LINES
- RIGHT-OF-WAY LINES
- CENTER LINES
- LOT LINES, INTERNAL
- LOT LINES, PLATTED OR BY DEED
- EASEMENT LINES, WIDTH & PURPOSE NOTED
- EXISTING EASEMENT LINES, PURPOSE NOTED
- RECORDED DIMENSIONS
- MEASURED DIMENSIONS
- CURVE SEGMENT NUMBER

UNLESS NOTED OTHERWISE, ALL DIMENSIONS ARE IN FEET AND HUNDREDTHS

NOTES:

1. LOTS 21, 43-44, 61-62 AND 64 SHALL NOT HAVE DIRECT ACCESS TO TARTAN DRIVE.
2. LOTS 1, 19-20 SHALL NOT HAVE DIRECT ACCESS TO NORTH LIBERTY ROAD NE.
3. LOT 73 SHALL NOT HAVE DIRECT ACCESS TO DUBUQUE STREET NE.
4. NORTH LIBERTY ZONING ORDINANCE DOES NOT ALLOW CHAIN LINK FENCES IN EITHER OF THE TWO FRONT YARD SETBACK AREAS OF LOTS 4, 5, 12, 13, 19, 21, 25, 26, 43, 44, 50, 55, 51, 62, AND 64.

EASEMENT DETAIL #1



PLAT/PLAN APPROVED BY:
CITY OF NORTH LIBERTY
Tracey Mulcahey — CITY CLERK — 10/25/16 DATE

UTILITY EASEMENTS APPROVED BY:
MIDAMERICAN ENERGY — 10/25/16 DATE
MEDIACOM — 10-25-16 DATE
JOHN CO. REC — 10.25.16 DATE
10.25.16 DATE
SOUTH SLOPE COOPERATIVE TELEPHONE CO. — 10-25-16 DATE

I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that I am a duly licensed Land Surveyor under the laws of the State of Iowa.

GLEN D. MEISNER — 10-25-2016 — L.S. Iowa Lic. No. 8165

My license renewal date is December 31, 20 17

Pages or sheets covered by this seal: #1

LICENSED LAND SURVEYOR GLEN D. MEISNER 8165 IOWA — SEAL

Signed before me this 25 day of Oct 2016
Notary Public, in and for the State of Iowa.

DAHNOVAN ESTATES

A PORTION OF THE NORTHWEST QUARTER OF THE SOUTHWEST QUARTER AND THE SOUTH ONE HALF THE SOUTHWEST QUARTER OF THE NORTHWEST QUARTER ALL OF SECTION 17, TOWNSHIP 80 NORTH, RANGE 6 WEST OF THE FIFTH PRINCIPAL MERIDIAN, INCLUDING A PORTION OF AUDITORS PARCEL 2002101, AND A PORTION OF LOT 1 OF LIBERTY BEND FIRST ADDITION

NORTH LIBERTY, JOHNSON COUNTY, IOWA

MMS CONSULTANTS, INC.

Date: 04-14-2016
Field Book No: 1192
Scale: 1"=100'
Sheet No.: 1
Project No.: IOWA CITY 8944010

FINAL PLAT

MMS CONSULTANTS INC. — CIVIL ENGINEERS, LAND PLANNERS, LAND SURVEYORS, LANDSCAPE ARCHITECTS, ENVIRONMENTAL SPECIALISTS — 1917 S. GILBERT ST., IOWA CITY, IOWA 52240 — www.mmsconsultants.net

47.89 AC

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

LICENSED PROFESSIONAL ENGINEER
KELLY J. BECKLER
14624
IOWA

SEAL

_______________ 20___

KELLY J. BECKLER, P.E. Iowa Lic. No. 14624

My license renewal date is December 31, 20____.

Pages or sheets covered by this seal:

EXHIBIT "B" - SITE PLAN
URBAN VILLAS
NORTH LIBERTY, IOWA

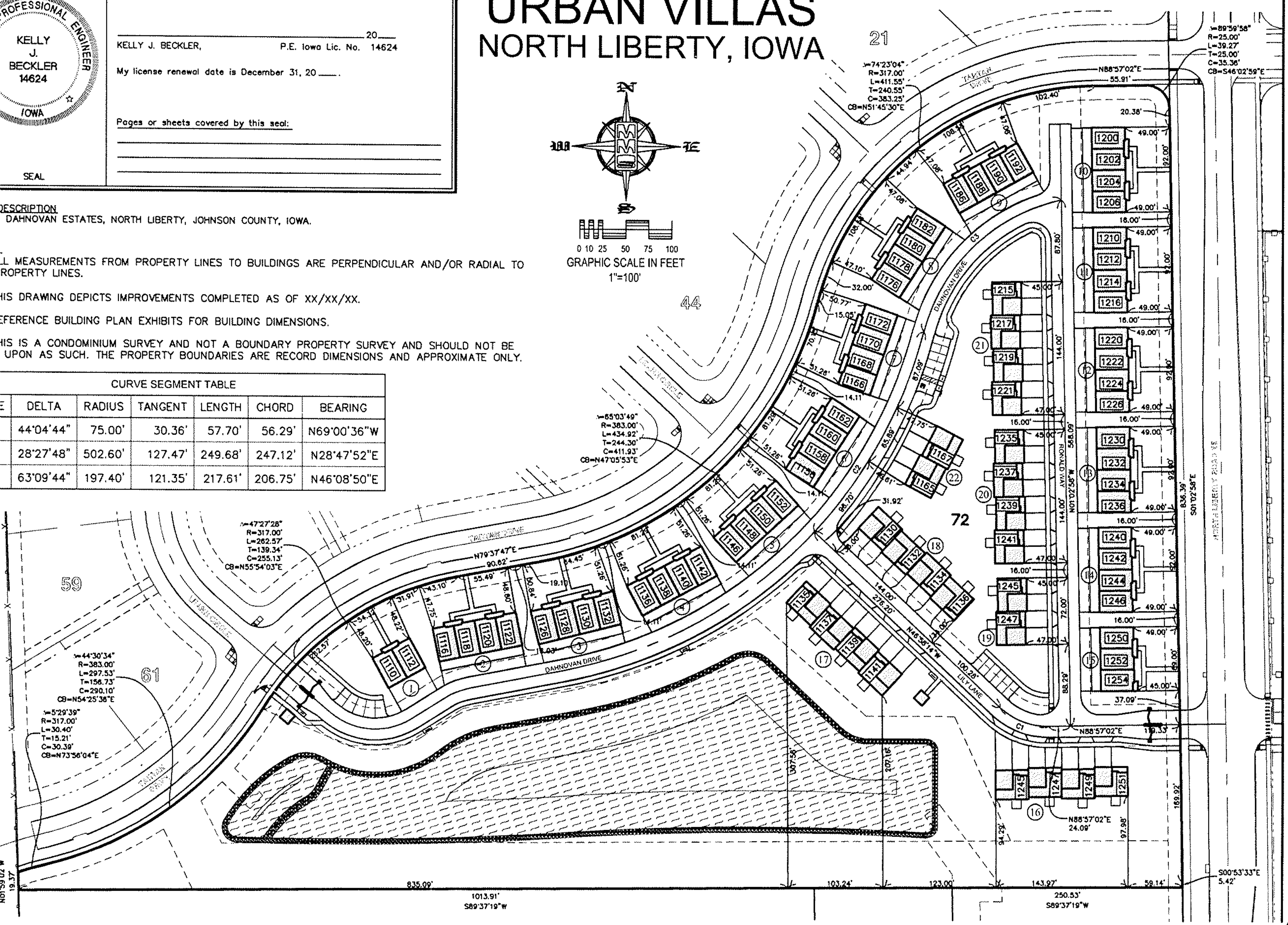
0 10 25 50 75 100
GRAPHIC SCALE IN FEET
1"=100'

LEGAL DESCRIPTION
LOT 72, DAHNOVAN ESTATES, NORTH LIBERTY, JOHNSON COUNTY, IOWA.

NOTES:
1. ALL MEASUREMENTS FROM PROPERTY LINES TO BUILDINGS ARE PERPENDICULAR AND/OR RADIAL TO SAID PROPERTY LINES.
2. THIS DRAWING DEPICTS IMPROVEMENTS COMPLETED AS OF XX/XX/XX.
3. REFERENCE BUILDING PLAN EXHIBITS FOR BUILDING DIMENSIONS.
4. THIS IS A CONDOMINIUM SURVEY AND NOT A BOUNDARY PROPERTY SURVEY AND SHOULD NOT BE RELIED UPON AS SUCH. THE PROPERTY BOUNDARIES ARE RECORD DIMENSIONS AND APPROXIMATE ONLY.

CURVE SEGMENT TABLE

CURVE	DELTA	RADIUS	TANGENT	LENGTH	CHORD	BEARING
C1	44°04'44"	75.00'	30.36'	57.70'	56.29'	N69°00'36"W
C2	28°27'48"	502.60'	127.47'	249.68'	247.12'	N28°47'52"E
C3	63°09'44"	197.40'	121.35'	217.61'	206.75'	N46°08'50"E



CIVIL ENGINEERS
LAND PLANNERS
LAND SURVEYORS
LANDSCAPE ARCHITECTS
ENVIRONMENTAL SPECIALISTS

1917 S. GILBERT ST.
IOWA CITY, IOWA 52240
(319) 351-8282
www.mmsconsultants.net

Date	Revision

EXHIBIT "B"
SITE PLAN

URBAN VILLAS

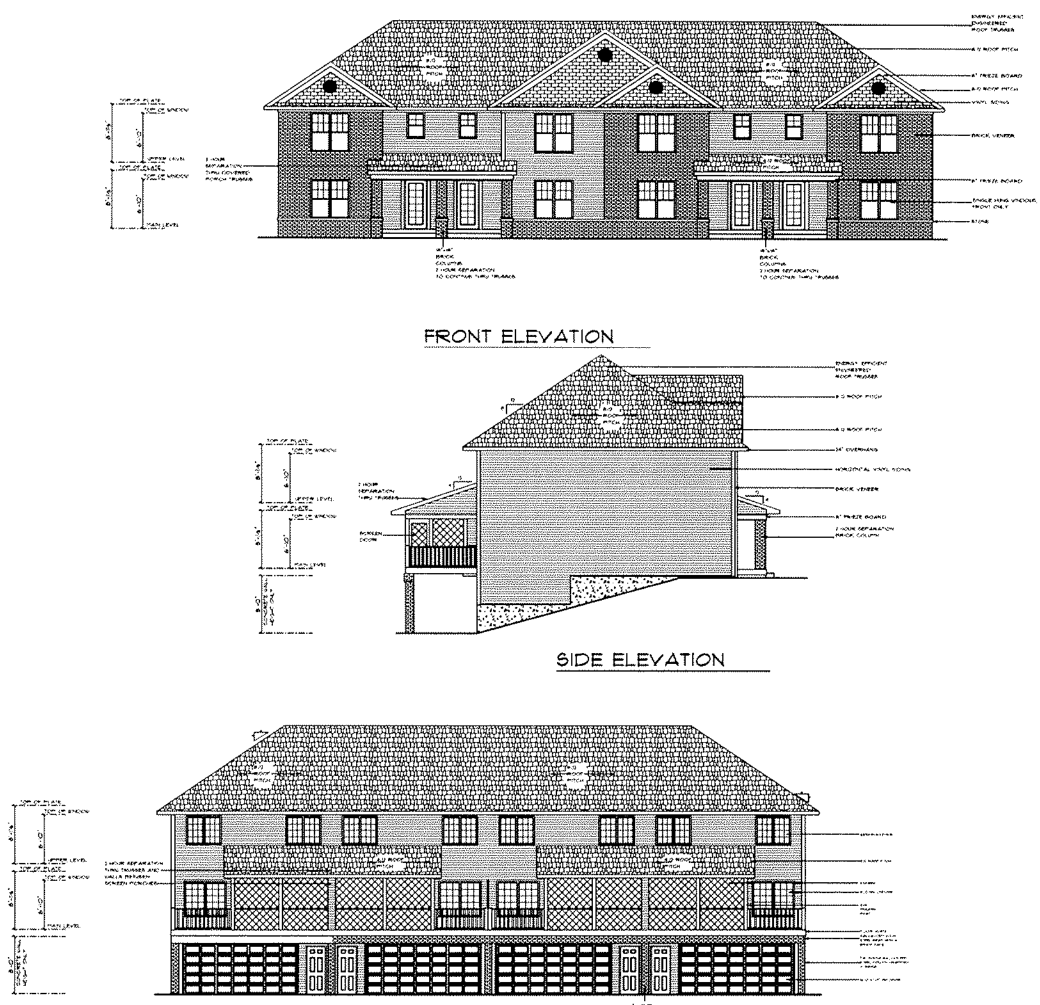
NORTH LIBERTY
JOHNSON COUNTY
IOWA

MMS CONSULTANTS, INC.

Date: 04-18-17

Designed by: DAM	Field Book No:
Drawn by: JDM	Scale: 1"=100'
Checked by: KJB	Sheet No: 1
Project No: IC 10049001	of: 1

ALL-STATE LEGAL®
EXHIBIT
B



FRONT ELEVATION

SIDE ELEVATION

REAR ELEVATION

REVISIONS

•DESIGN•ELEMENTS•

RESIDENTIAL LIGHT COMMERCIAL DRAFTING

DAHNOVAN BUILDERS

SCALE: 1/8" = 1'-0"

DATE: 08/17/206

DRAWN BY: CDM

CHECKED BY: CDM

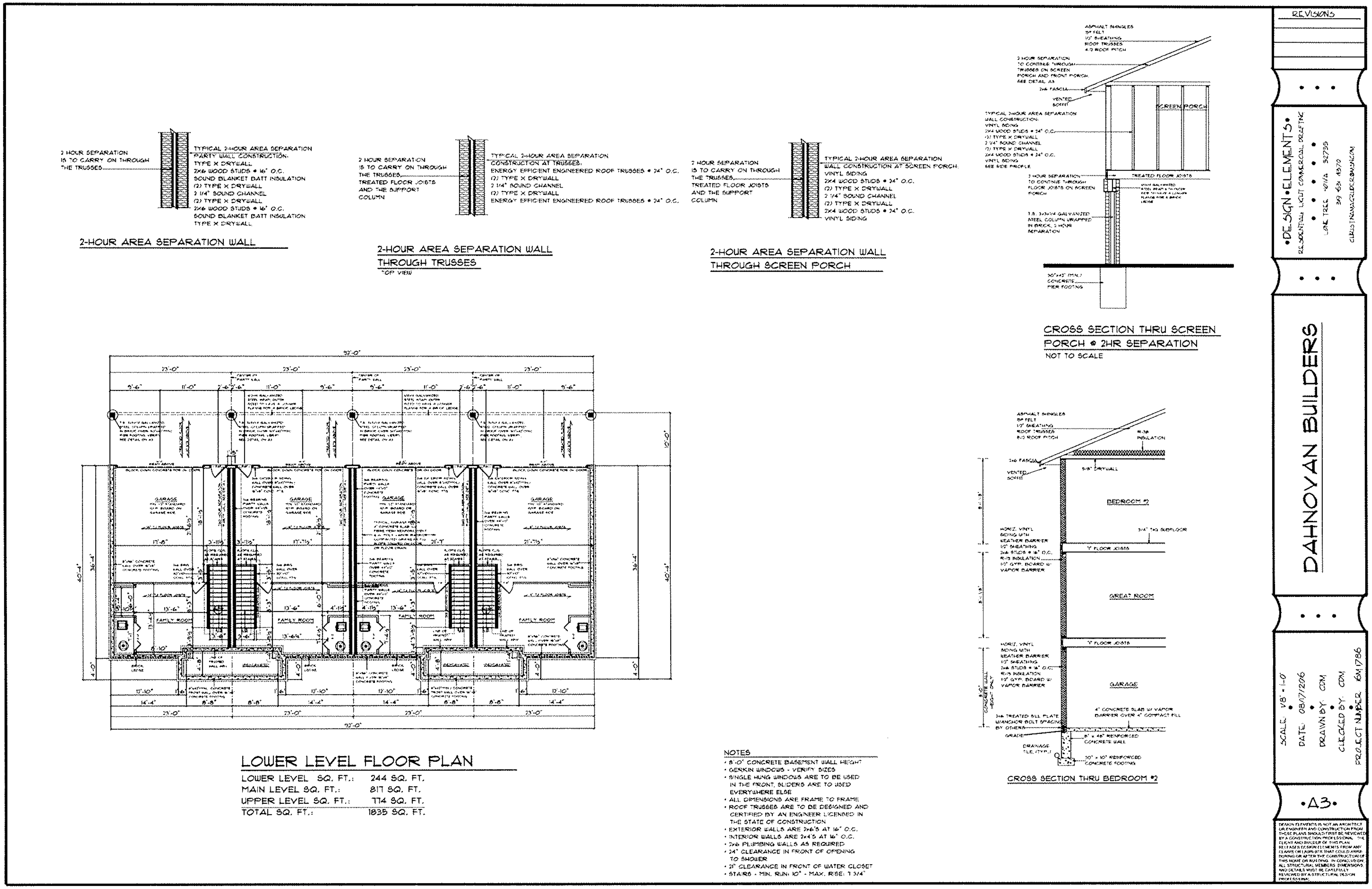
PROJECT NUMBER: 16M1786

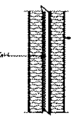
•A1•

EXHIBIT

C-1

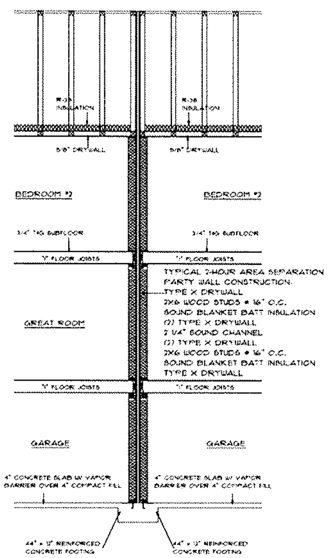
ALL-STATE LEGAL®


2 HOUR SEPARATION IS TO CARRY ON THROUGH THE TRUSSES
TYPICAL 2-HOUR AREA SEPARATION PARTY WALL CONSTRUCTION:
TYPE X DRYWALL
2X6 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
(2) TYPE X DRYWALL
2 1/4" SOUND CHANNEL
(2) TYPE X DRYWALL
2X6 WOOD STUDS @ 16" O.C.
SOUND BLANKET BATT INSULATION
TYPE X DRYWALL
2-HOUR AREA SEPARATION WALL
2 HOUR SEPARATION IS TO CARRY ON THROUGH THE TRUSSES, TREATED FLOOR JOISTS AND THE SUPPORT COLUMN
TYPICAL 2-HOUR AREA SEPARATION CONSTRUCTION AT TRUSSES:
ENERGY EFFICIENT ENGINEERED ROOF TRUSSES @ 24" O.C.
(2) TYPE X DRYWALL
2 1/4" SOUND CHANNEL
(2) TYPE X DRYWALL
ENERGY EFFICIENT ENGINEERED ROOF TRUSSES @ 24" O.C.
2-HOUR AREA SEPARATION WALL THROUGH TRUSSES
TOP VIEW
2 HOUR SEPARATION IS TO CARRY ON THROUGH THE TRUSSES, TREATED FLOOR JOISTS AND THE SUPPORT COLUMN
TYPICAL 2-HOUR AREA SEPARATION WALL CONSTRUCTION AT SCREEN PORCH:
VINYL SIDING
2X4 WOOD STUDS @ 24" O.C.
(2) TYPE X DRYWALL
2 1/4" SOUND CHANNEL
(2) TYPE X DRYWALL
2X4 WOOD STUDS @ 24" O.C.
VINYL SIDING
2-HOUR AREA SEPARATION WALL THROUGH SCREEN PORCH
SCREEN PORCH
CROSS SECTION THRU SCREEN PORCH @ 2HR SEPARATION
NOT TO SCALE
GARAGE
FAMILY ROOM
LOWER LEVEL FLOOR PLAN
LOWER LEVEL SQ. FT.: 244 SQ. FT.
MAIN LEVEL SQ. FT.: 817 SQ. FT.
UPPER LEVEL SQ. FT.: 774 SQ. FT.
TOTAL SQ. FT.: 1835 SQ. FT.
NOTES
• 8'-0" CONCRETE BASEMENT WALL HEIGHT
• GERKIN WINDOWS - VERIFY SIZES
• SINGLE HUNG WINDOWS ARE TO BE USED IN THE FRONT, SLIDERS ARE TO USED EVERYWHERE ELSE
• ALL DIMENSIONS ARE FRAME TO FRAME
• ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OF CONSTRUCTION
• EXTERIOR WALLS ARE 2x6'S AT 16" O.C.
• INTERIOR WALLS ARE 2x4'S AT 16" O.C.
• 2x6 PLUMBING WALLS AS REQUIRED
• 24" CLEARANCE IN FRONT OF OPENING TO SHOWER
• 21" CLEARANCE IN FRONT OF WATER CLOSET
• STAIRS - MIN. RUN: 10" - MAX. RISE: 7 3/4"
BEDROOM #2
GREAT ROOM
GARAGE
CROSS SECTION THRU BEDROOM #2
REVISIONS
•DESIGN•ELEMENTS•
RESIDENTIAL LIGHT COMMERCIAL DRAFTING
DAHNOVAN BUILDERS
SCALE: 1/8" = 1'-0"
DATE: 08/17/2016
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 6M1786
•A3•

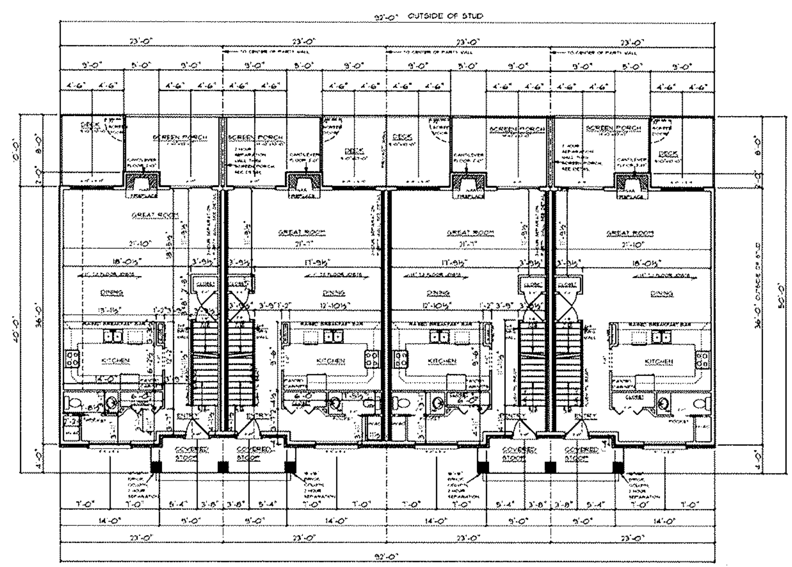


2-HOUR AREA SEPARATION WALL

NOTES
- 8'-1 1/8" WALL HEIGHTS UNLESS NOTED
- GERKIN WINDOWS - VERIFY SIZES
- SINGLE HUNG WINDOWS ARE TO BE USED IN THE FRONT ONLY. SLIDERS ARE TO BE USED EVERYWHERE ELSE
- ALL DIMENSIONS ARE FRAME TO FRAME
- ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OF CONSTRUCTION
- EXTERIOR WALLS ARE 2x6'S AT 16" O.C.
- INTERIOR WALLS ARE 2x4'S AT 16" O.C.
- 2x6 PLUMBING WALLS AS REQUIRED
- 24" CLEARANCE IN FRONT OF OPENING TO SHOWER
- 21" CLEARANCE IN FRONT OF WATER CLOSET
- STAIRS - MIN. RUN: 10" - MAX. RISE: 7 3/4"



CROSS SECTION THRU TYPICAL
2 HOUR SEPARATION PARTY WALL



MAIN LEVEL FLOOR PLAN

LOWER LEVEL SQ. FT.:	244 SQ. FT.
MAIN LEVEL SQ. FT.:	817 SQ. FT.
UPPER LEVEL SQ. FT.:	774 SQ. FT.
TOTAL SQ. FT.:	1835 SQ. FT.

REVISIONS

•DESIGN•ELEMENTS•
RESIDENTIAL LIGHT COMMERCIAL DRAFTING
LONE TREE IOWA 52755
319 631 4370

DAHNOVAN BUILDERS

SCALE: 1/8" = 1'-0"
DATE: 08/17/206
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 16M1786

•A4•

2-HOUR AREA SEPARATION WALL

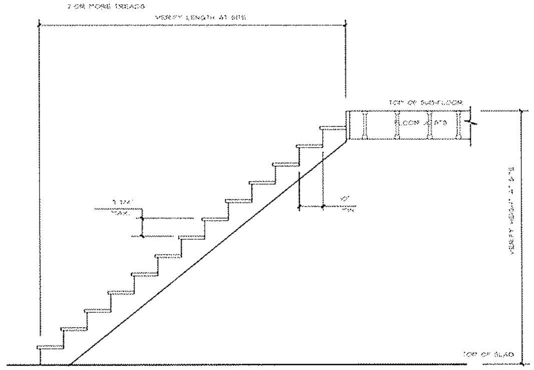
NOTES

- 8'-1 1/8" WALL HEIGHTS UNLESS NOTED
- GERKIN WINDOWS - VERIFY SIZES
- SINGLE HUNG WINDOWS ARE TO BE USED IN THE FRONT ONLY, SLIDERS ARE TO USED EVERYWHERE ELSE
- ALL DIMENSIONS ARE FRAME TO FRAME
- ROOF TRUSSES ARE TO BE DESIGNED AND CERTIFIED BY AN ENGINEER LICENSED IN THE STATE OF CONSTRUCTION
- EXTERIOR WALLS ARE 2x6'S AT 16" O.C.
- INTERIOR WALLS ARE 2x4'S AT 16" O.C.
- 2x6 PLUMBING WALLS AS REQUIRED
- 24" CLEARANCE IN FRONT OF OPENING TO SHOWER
- 21" CLEARANCE IN FRONT OF WATER CLOSET
- STAIRS - MIN. RUN: 10" - MAX. RISE: 7 3/4"

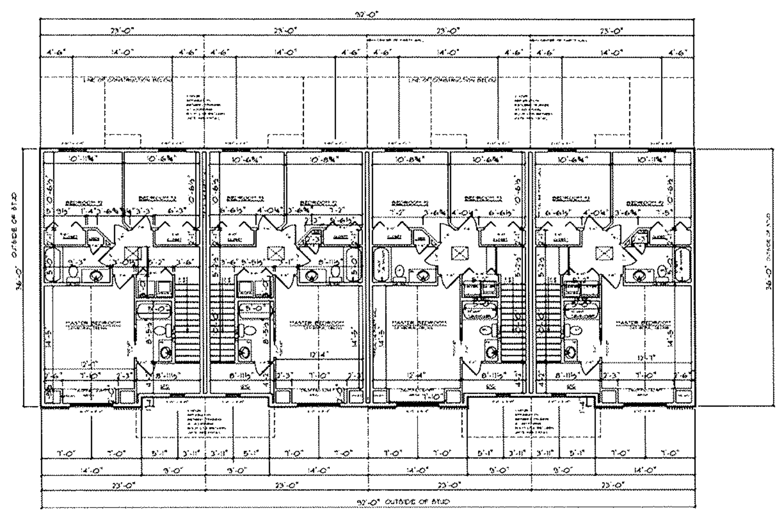
STAIR NOTES:

MIN. RUN	0'-10"
MAX. RISE	0'-7 3/4"
MIN. HEADROOM	6'-8"

HANDRAIL HEIGHTS 34"-38"
HANDRAILS MAY ENCROACH WIDTH OF STAIRS BY 4-1/2" MAX
HANDRAILS MAX. CROSS SECTION = 2-5/8"
HANDRAILS REQ'D ALONG STAIRS W/ 2 OR MORE TREADS



STAIR SECTION
STAIR SECTION REFLECTS CODE REQUIREMENT ONLY MAY NOT REFLECT STAIRS PER DRAWING
NOT TO SCALE



UPPER LEVEL FLOOR PLAN

LOWER LEVEL SQ. FT.:	244 SQ. FT.
MAIN LEVEL SQ. FT.:	817 SQ. FT.
UPPER LEVEL SQ. FT.:	774 SQ. FT.
TOTAL SQ. FT.:	1835 SQ. FT.

REVISIONS

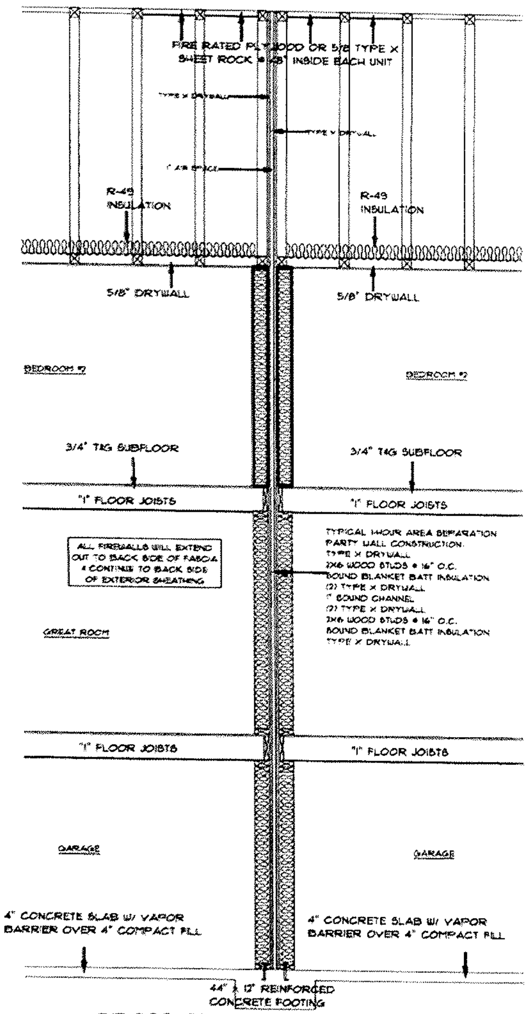
•DESIGN•ELEMENTS•
RESIDENTIAL LIGHT COMMERCIAL DRAFTING
LONE TREE IOWA 52755

DAHNOVAN BUILDERS

SCALE: 1/8" = 1'-0"
DATE: 08/17/206
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 16M1786

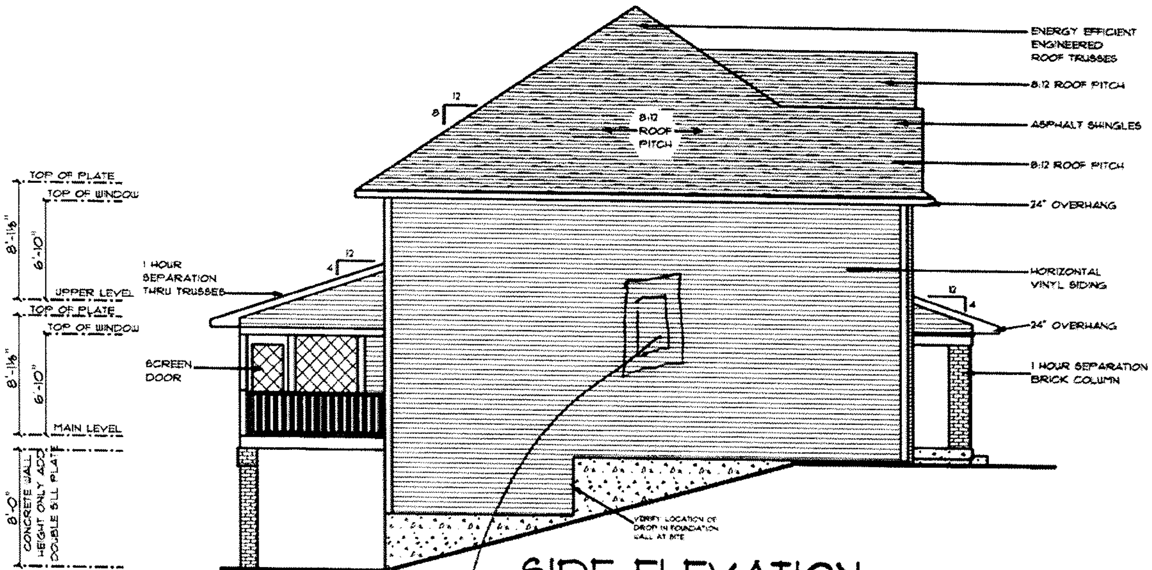
•A5•

REVISIONS
DESIGN • ELEMENTS
DAHNOYAN BUILDERS
4-PLEX
SCALE 1/8" = 1'-0"
DATE 09/8/206
DRAWN BY CDM
CHECKED BY CDM
PROJECT NUMBER 6M1786
A1
ENERGY EFFICIENT ENGINEERED ROOF TRUSSES
8:12 ROOF PITCH
8" FRIEZE BOARD
SHAKE SIDING
24" OVERHANG
4" FRIEZE BOARD
SINGLEHUNG WINDOW
4:12 ROOF PITCH
BRICK VENEER
8:12 ROOF PITCH
TOP OF PLATE
TOP OF WINDOW
UPPER LEVEL
MAIN LEVEL
8'-1⅛"
6'-10"
1 HOUR SEPARATION THRU COVERED PORCH TRUSSES
18"x18" BRICK COLUMNS, 1 HOUR SEPARATION TO CONTINUE THRU TRUSSES
FRONT ELEVATION
ASPHALT SHINGLES
SLIDER WINDOW
HORIZONTAL VINYL SIDING
RAILING
FLOOR JOISTS
GALVANIZED W12x14 STEEL BEAM WITH A BRICK FACE
T.S. 3x3x1/4 GALVANIZED STEEL COLUMN WRAPPED IN BRICK
1 HOUR SEPARATION THRU TRUSSES AND WALLS BETWEEN SCREEN PORCHES
8'-0"
CONCRETE WALL HEIGHT ONLY ADD DOUBLE SILL PLATE
SCREEN
1 HOUR SEPARATION POST
REAR ELEVATION
© COPYRIGHT 2004 DESIGN ELEMENTS, L.C.



CROSS SECTION THRU TYPICAL 1 HOUR SEPARATION PARTY WALL

INSTALL AN APPROVED FIRE-RETARDANT-TREATED WOOD FOR A DISTANCE OF 4 FEET ON EACH SIDE OF THE WALL, OR ONE LAYER OF 5/8-INCH TYPE X GYPSUM BOARD IS INSTALLED DIRECTLY BENEATH THE ROOF DECK OR SHEATHING FOR A DISTANCE OF 4 FEET ON EACH SIDE OF WALL WHERE ROOF SURFACES ADJACENT TO THE WALL ARE AT DIFFERENT ELEVATIONS AND THE HIGHER ROOF IS MORE THAN 30 INCHES ABOVE THE LOWER ROOF. THE WALL CONSTRUCTION FROM THE LOWER ROOF TO THE UNDERSIDE OF THE HIGHER ROOF DECK SHALL NOT HAVE LESS THAN A ONE HOUR FIRE RESISTANCE RATING. THE FIRE RESISTANCE RATING SHALL BE RATED FOR THE EXPOSURE FROM BOTH SIDES. - SEC R321.2



SIDE ELEVATION

Architectural feature

© COPYRIGHT 2004 DESIGN ELEMENTS, L.L.C.

REVISIONS

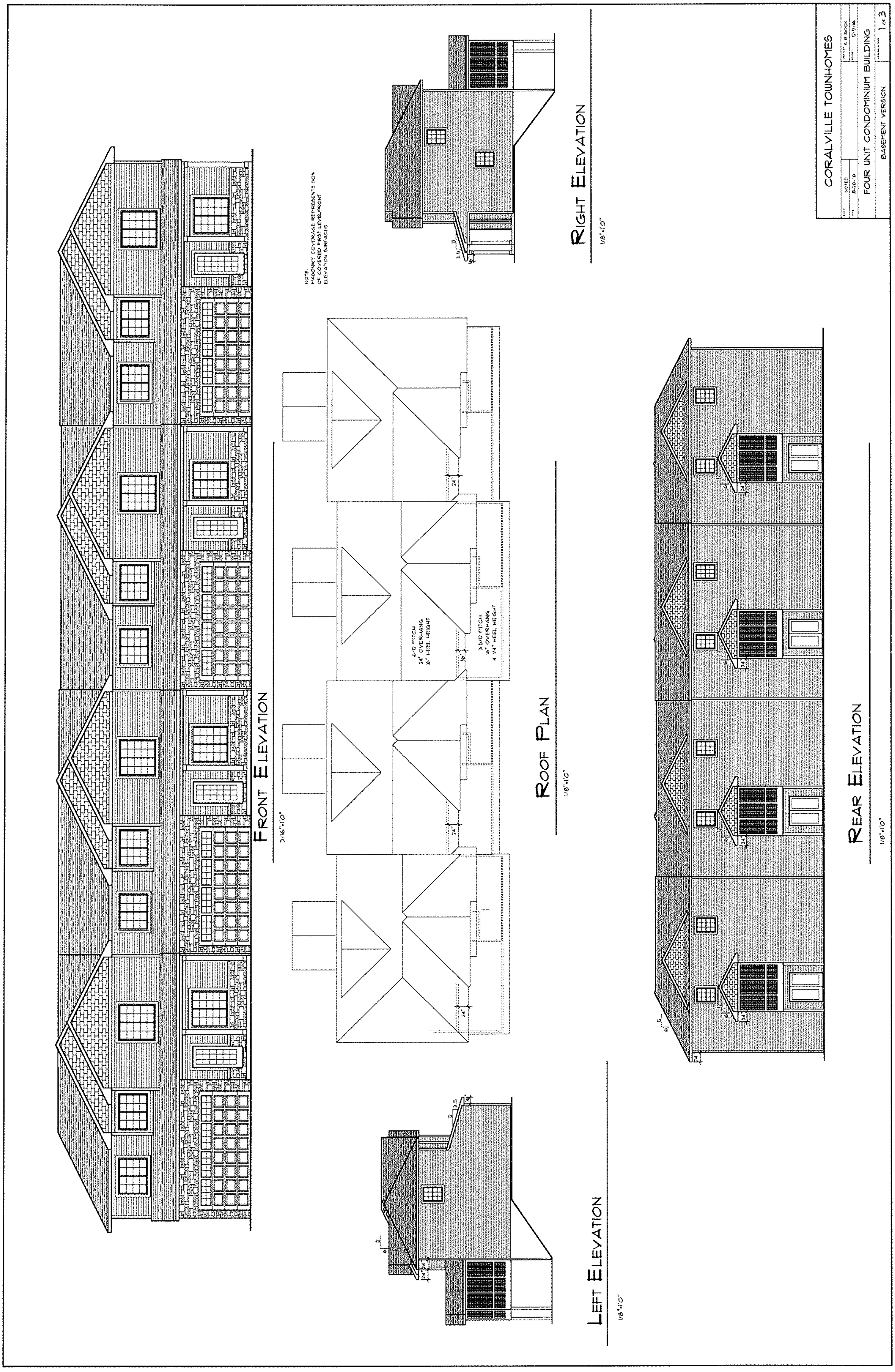
• DESIGN • ELEMENTS •

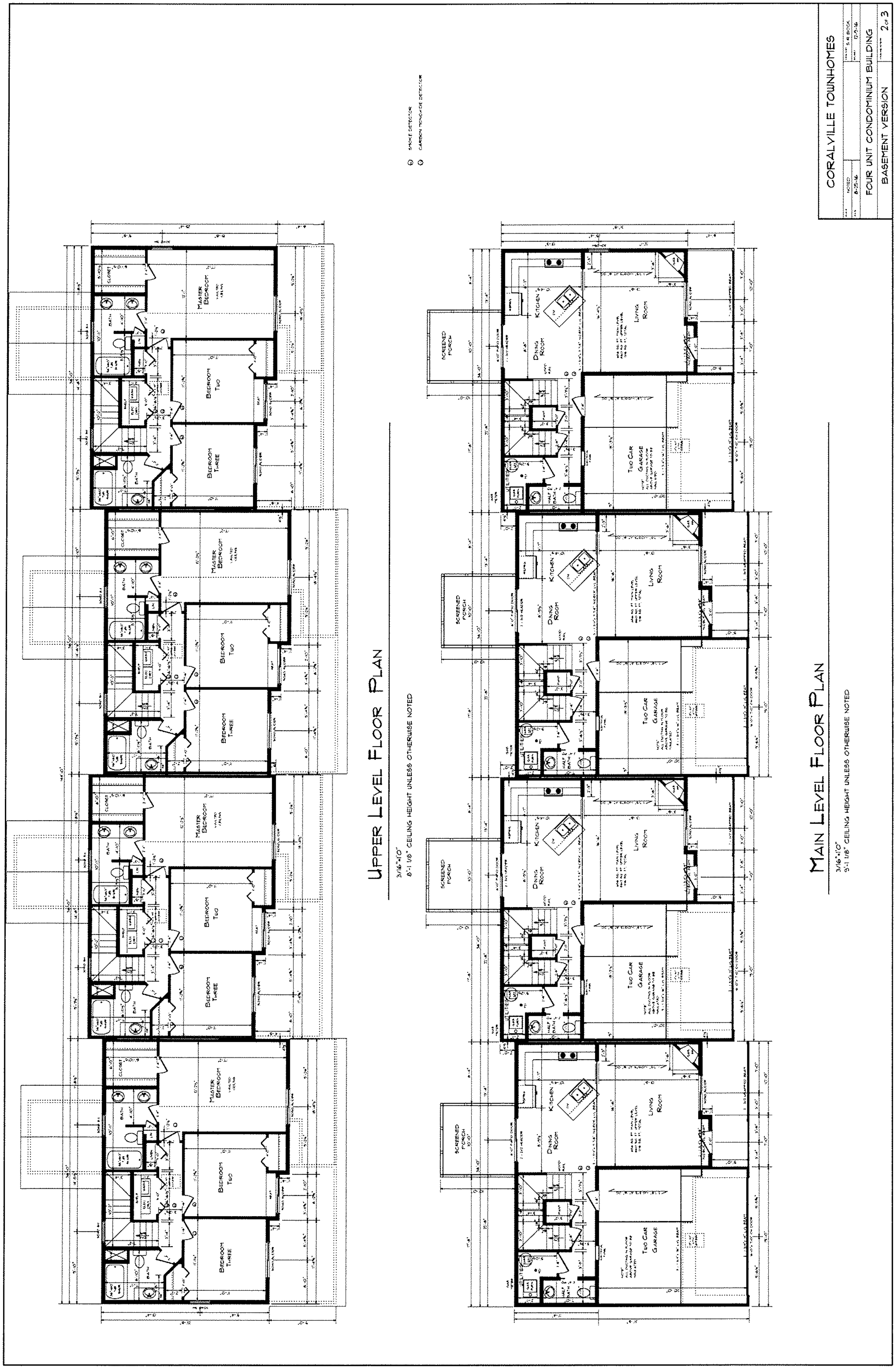
DAHNOVAN BUILDERS

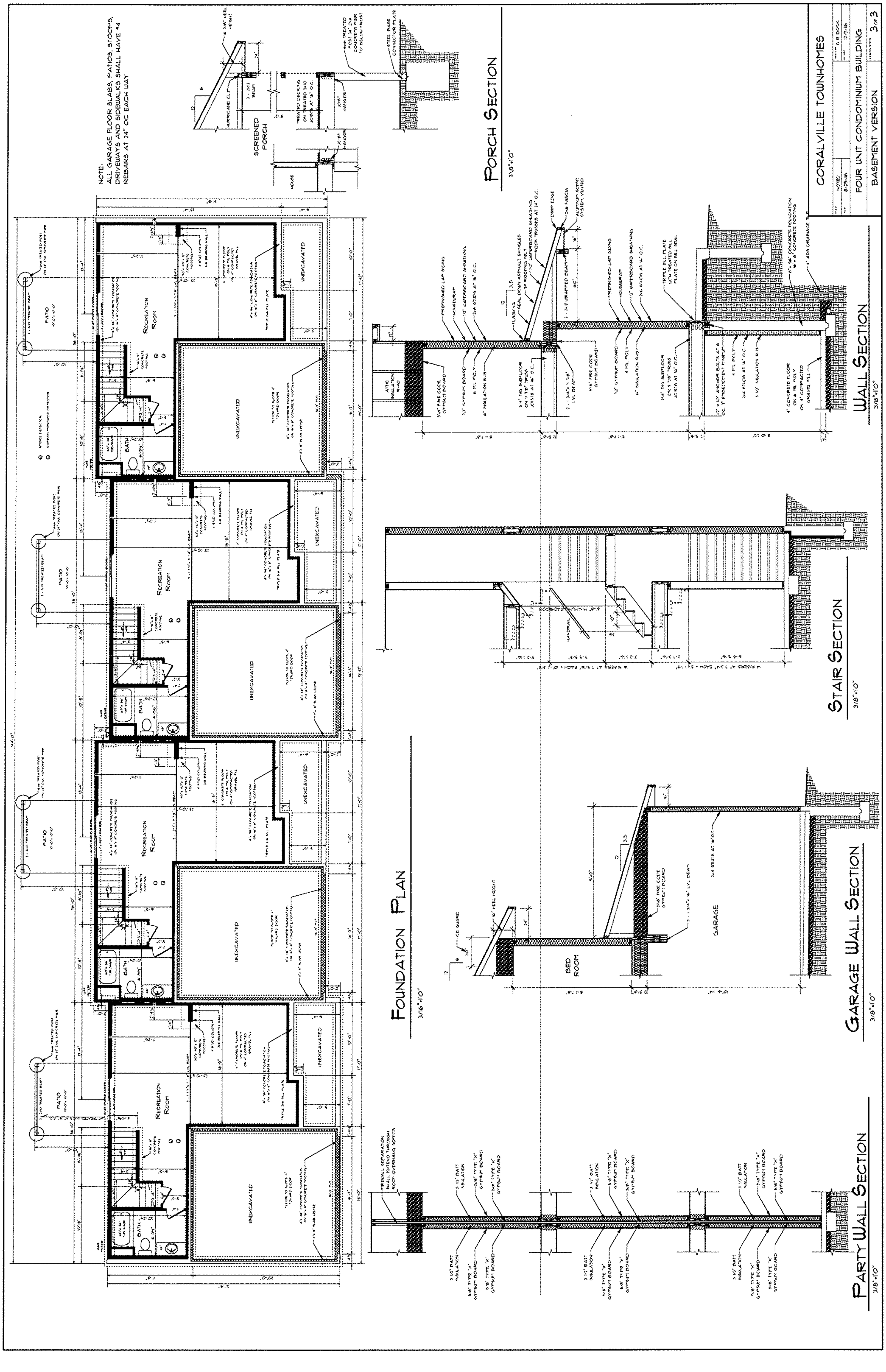
4-PLEX

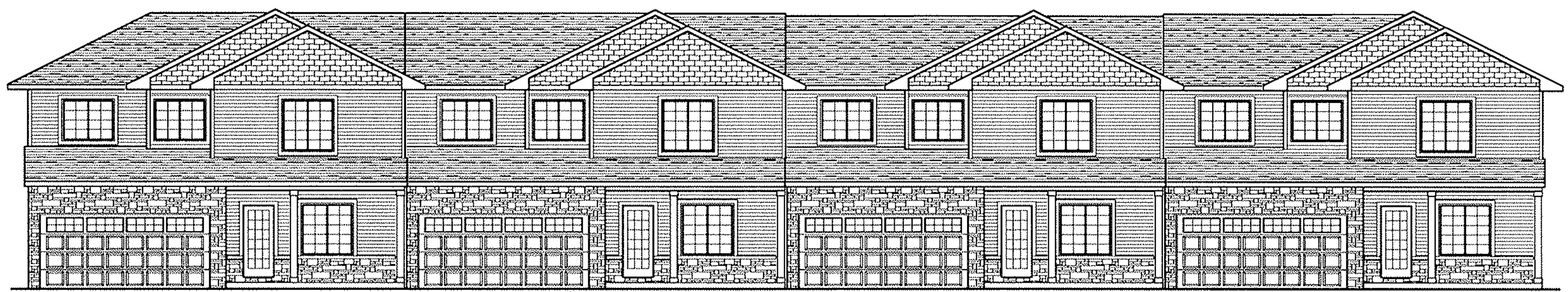
SCALE 1/8" = 1'-0"
DATE 08/8/2006
DRAWN BY: CDM
CHECKED BY: CDM
PROJECT NUMBER: 1841786

• A2 •


CORALVILLE TOWNHOMES
FOUR UNIT CONDOMINIUM BUILDING
BASEMENT VERSION
1 of 3
RIGHT ELEVATION
1/8"=1'0"
NOTE:
MASONRY COVERAGE REPRESENTS 50%
OF COVERED FIRST LEVEL FRONT
ELEVATION SURFACES
FRONT ELEVATION
3/16"=1'0"
6/12 PITCH
24" OVERHANG
16" HEEL HEIGHT
3.5/12 PITCH
6" OVERHANG
4 1/4" HEEL HEIGHT
ROOF PLAN
1/8"=1'0"
REAR ELEVATION
1/8"=1'0"
LEFT ELEVATION
1/8"=1'0"

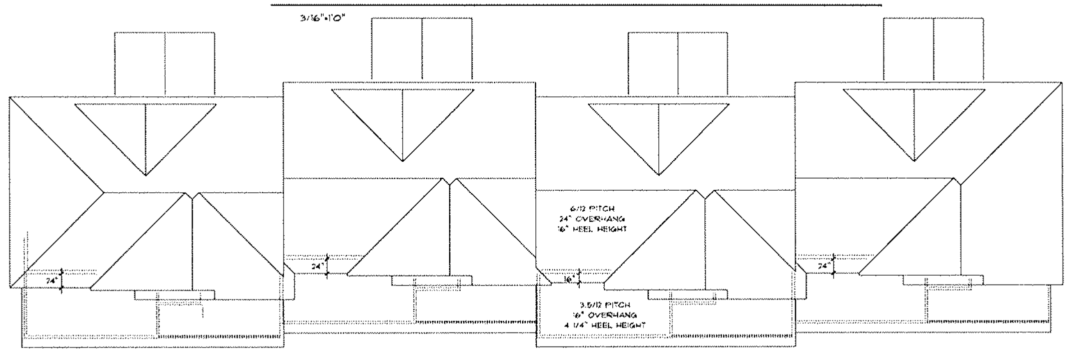

CORALVILLE TOWNHOMES
FOUR UNIT CONDOMINIUM BUILDING
BASEMENT VERSION
2 of 3
SMOKE DETECTOR
CARBON MONOXIDE DETECTOR
UPPER LEVEL FLOOR PLAN
3/16"=1'0"
8'-1 1/8" CEILING HEIGHT UNLESS OTHERWISE NOTED
MAIN LEVEL FLOOR PLAN
3/16"=1'0"
9'-1 1/8" CEILING HEIGHT UNLESS OTHERWISE NOTED
MASTER BEDROOM
BEDROOM TWO
BEDROOM THREE
BATH
CLOSET
KITCHEN
DINING ROOM
LIVING ROOM
TWO CAR GARAGE
SCREENED PORCH
HALF BATH


NOTE:
ALL GARAGE FLOOR SLABS, PATIOS, STOOPS, DRIVEWAYS AND SIDEWALKS SHALL HAVE #4 REBARS AT 24" OC EACH WAY
SCREENED PORCH
PORCH SECTION
3/8"=1'0"
CORALVILLE TOWNHOMES
FOUR UNIT CONDOMINIUM BUILDING
BASEMENT VERSION
3 OF 3
PATIO
RECREATION ROOM
UNEXCAVATED
BATH
FOUNDATION PLAN
3/16"=1'0"
WALL SECTION
3/8"=1'0"
STAIR SECTION
3/8"=1'0"
BED ROOM
GARAGE
GARAGE WALL SECTION
3/8"=1'0"
PARTY WALL SECTION
3/8"=1'0"



FRONT ELEVATION

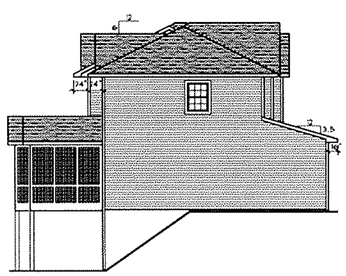
3/16"=1'0"



NOTE:
MASONRY COVERAGE REPRESENTS 50% OF COVERED FIRST LEVEL FRONT ELEVATION SURFACES

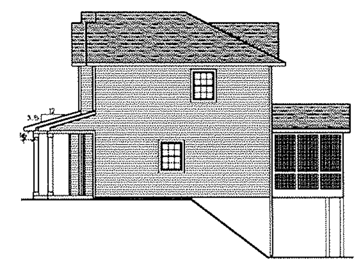
ROOF PLAN

1/8"=1'0"



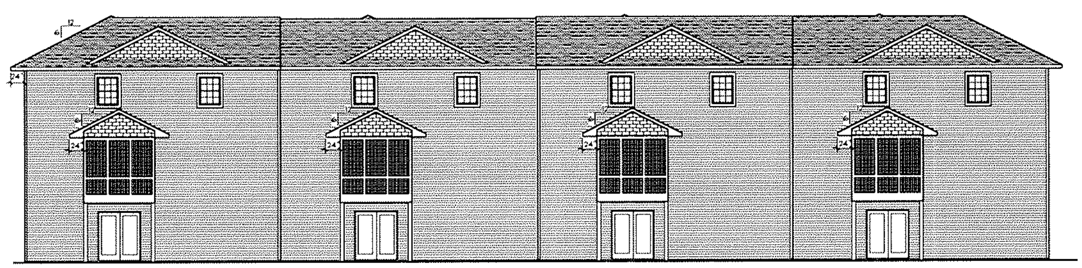
LEFT ELEVATION

1/8"=1'0"



RIGHT ELEVATION

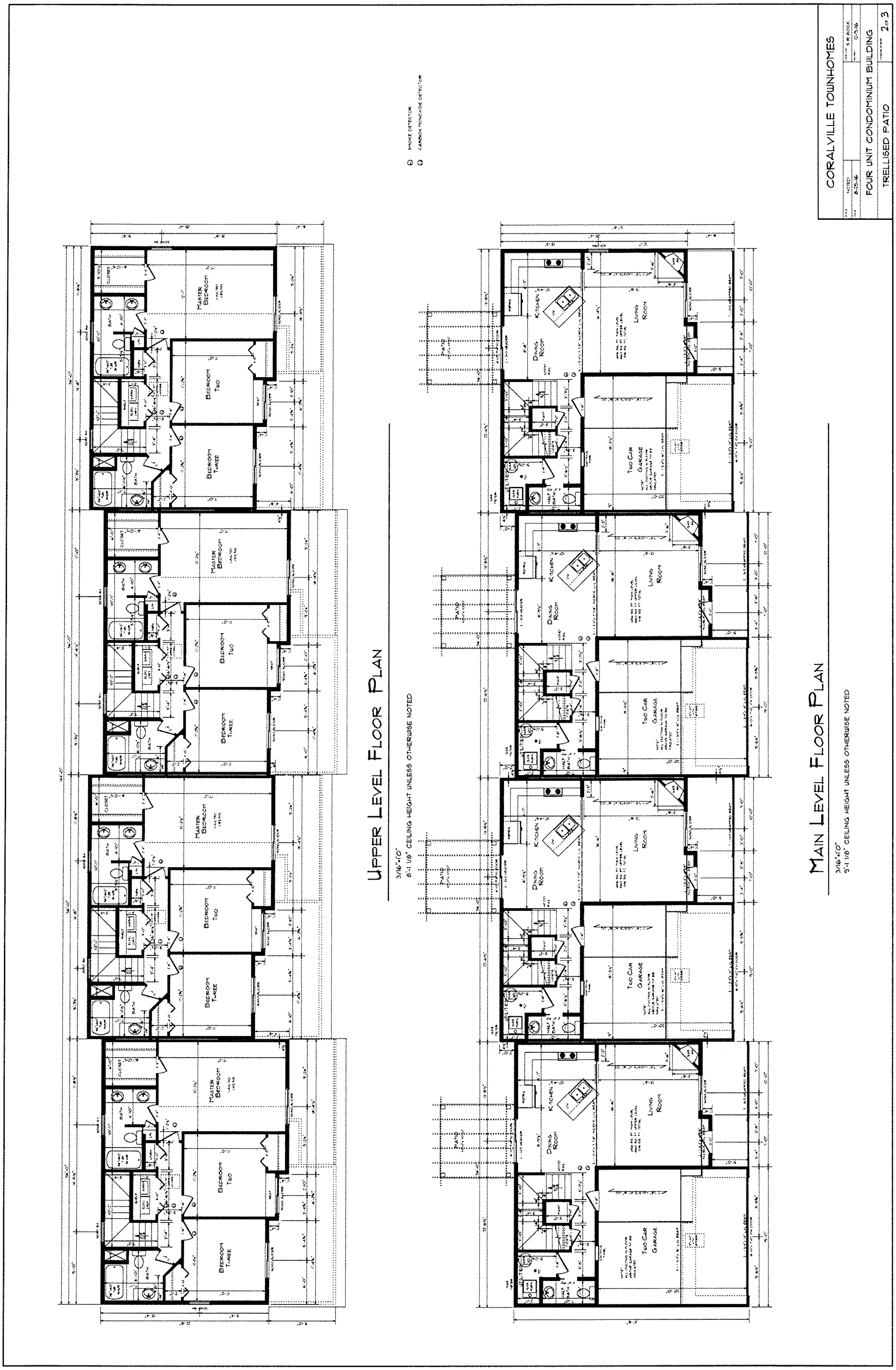
1/8"=1'0"

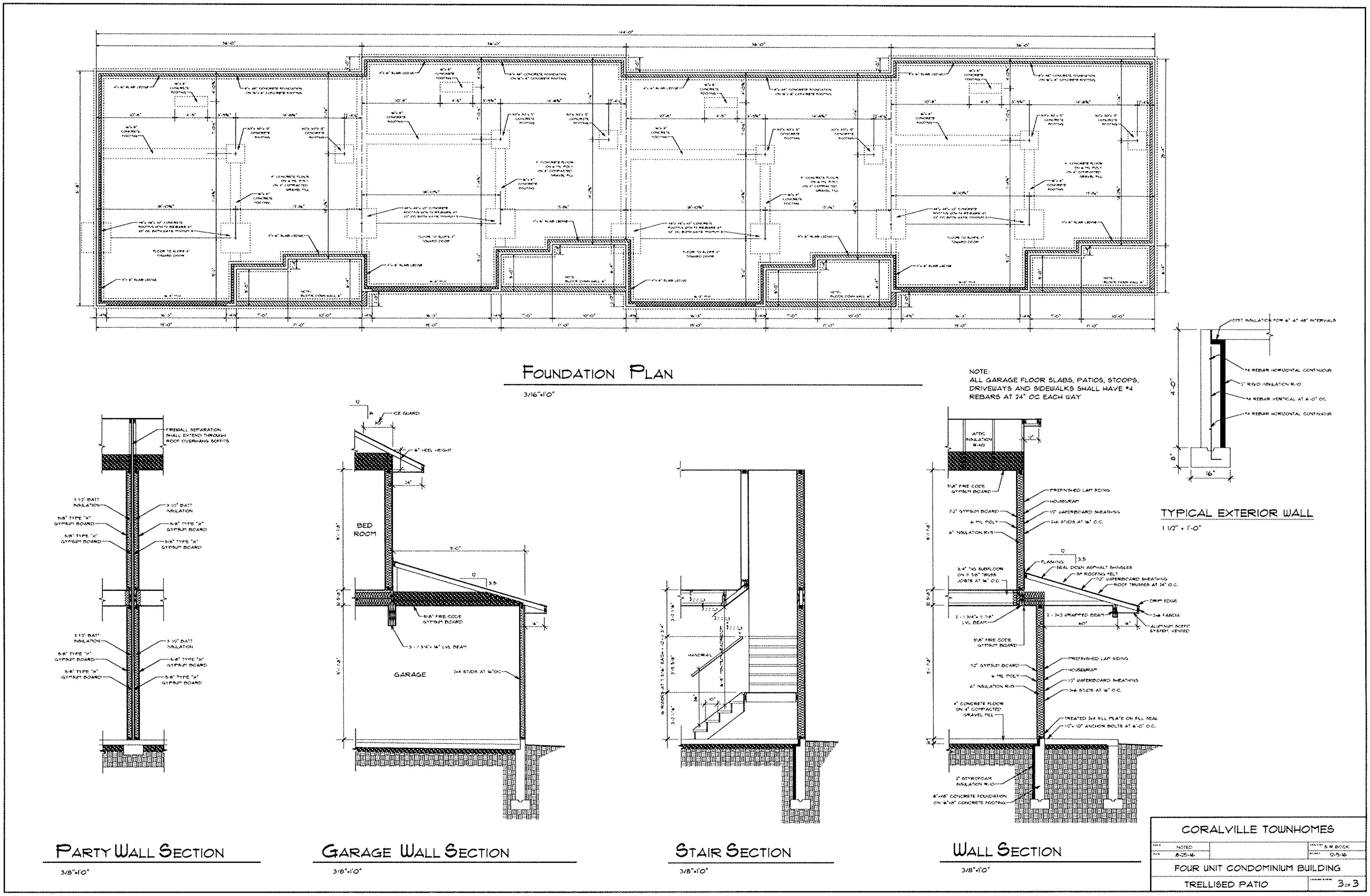


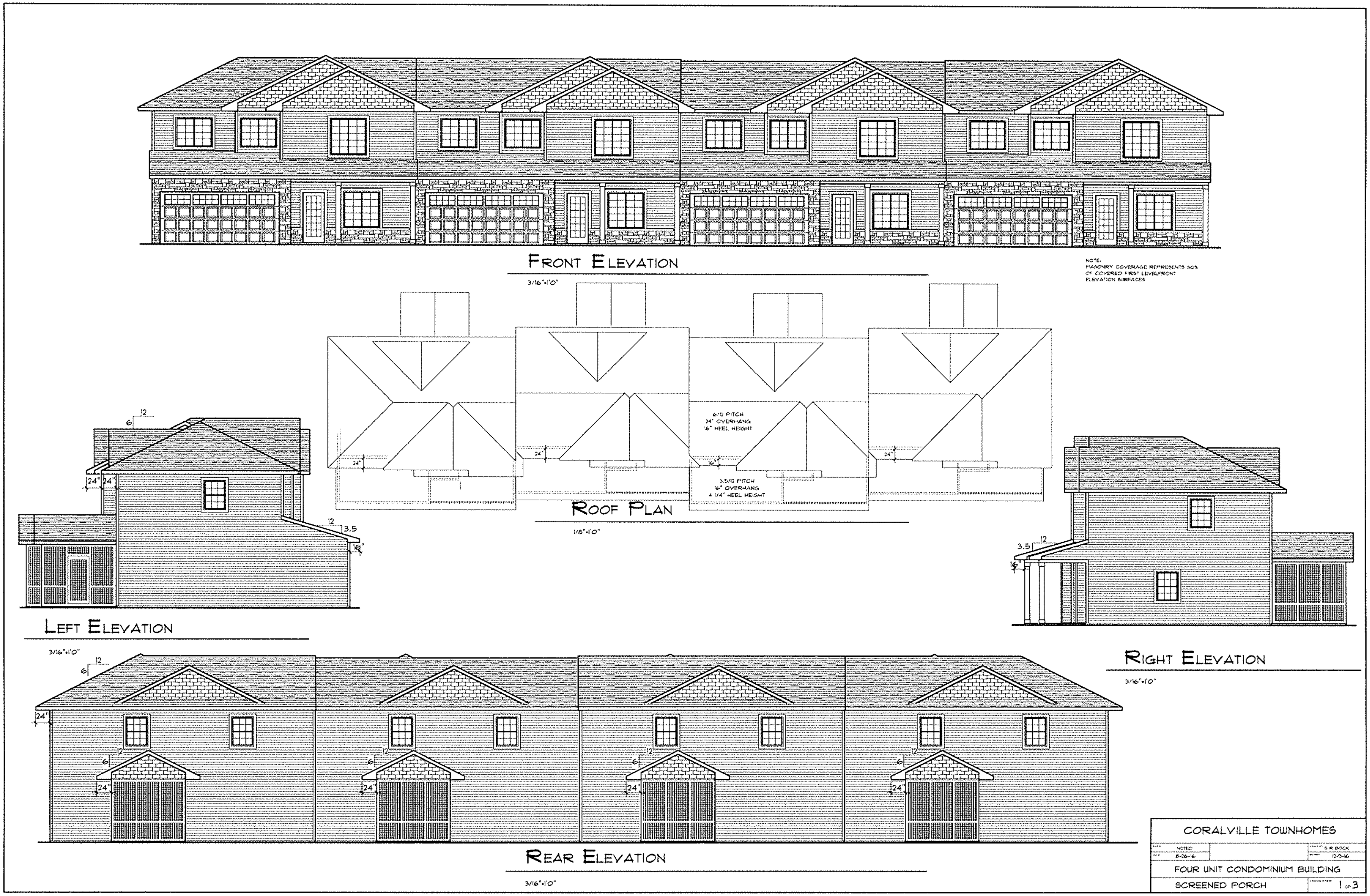
REAR ELEVATION

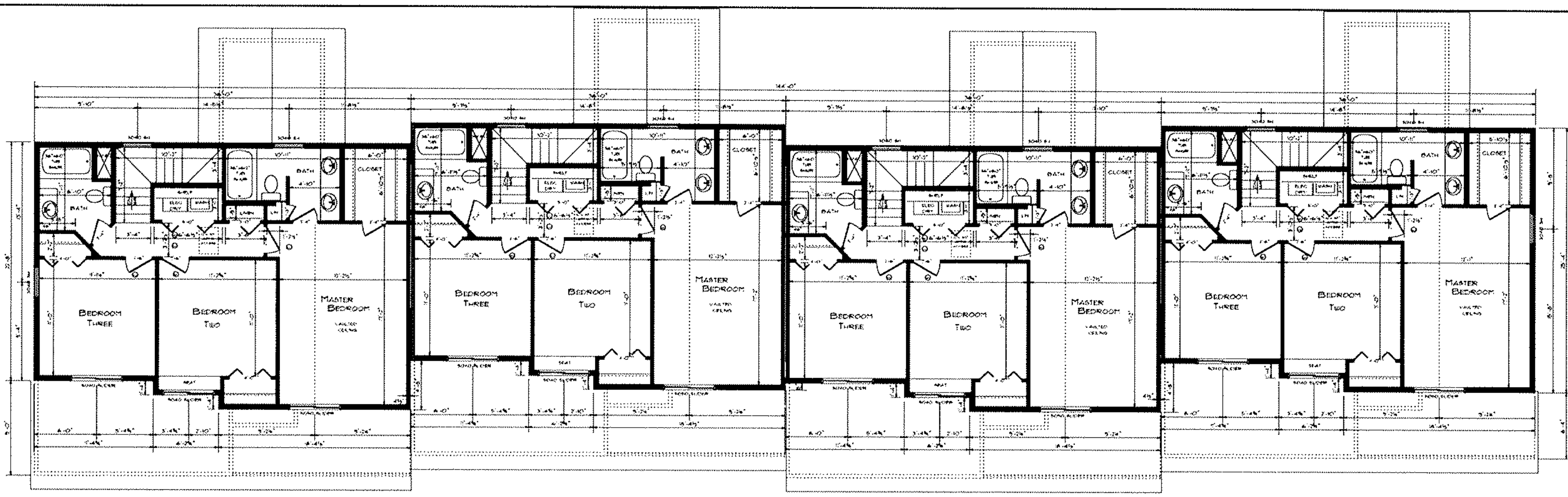
1/8"=1'0"

CORALVILLE TOWNHOMES		
NOTED		S.R. BOCK
8-26-16		12-9-16
FOUR UNIT CONDOMINIUM BUILDING		
BASEMENT VERSION		1 of 3


CORALVILLE TOWNHOMES
FOUR UNIT CONDOMINIUM BUILDING
TRELLISED PATIO
2 of 3
UPPER LEVEL FLOOR PLAN
3/16"=1'0"
8'-1 1/8" CEILING HEIGHT UNLESS OTHERWISE NOTED
MAIN LEVEL FLOOR PLAN
3/16"=1'0"
9'-1 1/8" CEILING HEIGHT UNLESS OTHERWISE NOTED
SMOKE DETECTOR
CARBON MONOXIDE DETECTOR
MASTER BEDROOM
BEDROOM TWO
BEDROOM THREE
CLOSET
BATH
KITCHEN
DINING ROOM
LIVING ROOM
TWO CAR GARAGE
HALF BATH
PATIO


FOUNDATION PLAN
3/16"=1'0"
NOTE:
ALL GARAGE FLOOR SLABS, PATIOS, STOOPS, DRIVEWAYS AND SIDEWALKS SHALL HAVE #4 REBARS AT 24" OC EACH WAY
TYPICAL EXTERIOR WALL
1 1/2" = 1'-0"
PARTY WALL SECTION
3/8"=1'0"
GARAGE WALL SECTION
3/8"=1'0"
BED ROOM
GARAGE
STAIR SECTION
3/8"=1'0"
HANDRAIL
WALL SECTION
3/8"=1'0"
CORALVILLE TOWNHOMES
NOTED
8-25-16
S R BOCK
12-5-16
FOUR UNIT CONDOMINIUM BUILDING
TRELLISED PATIO
3 of 3

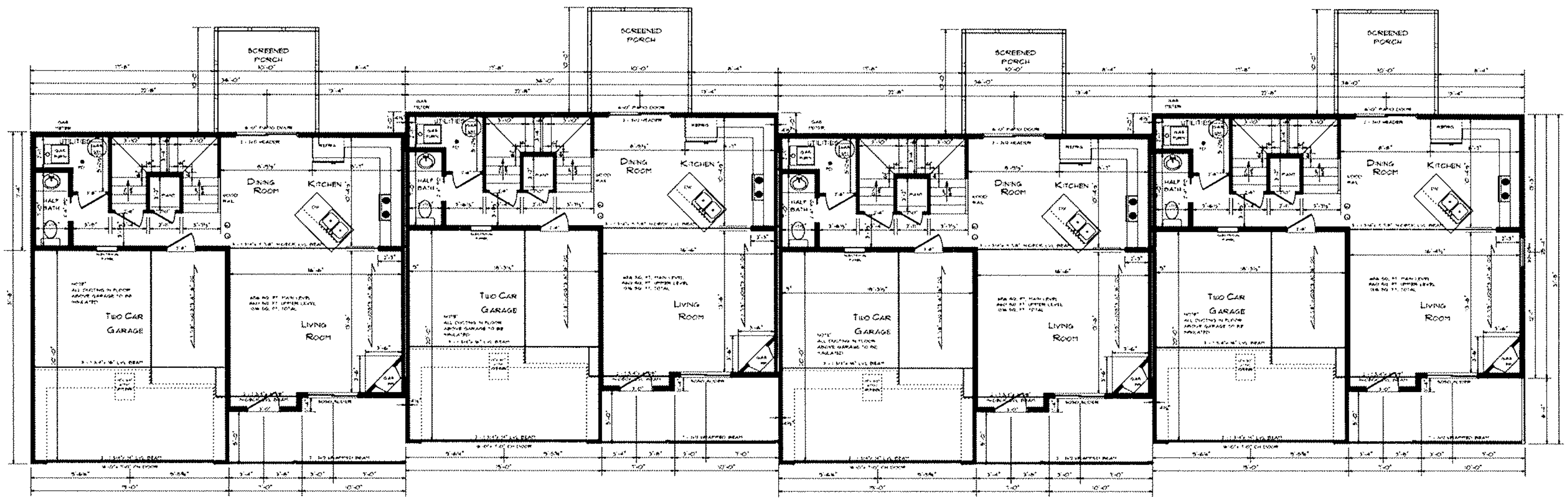

FRONT ELEVATION
3/16"=1'0"
NOTE:
MASONRY COVERAGE REPRESENTS 50% OF COVERED FIRST LEVEL FRONT ELEVATION SURFACES
ROOF PLAN
1/8"=1'0"
6/12 PITCH
24" OVERHANG
16" HEEL HEIGHT
3.5/12 PITCH
16" OVERHANG
4 1/4" HEEL HEIGHT
LEFT ELEVATION
3/16"=1'0"
RIGHT ELEVATION
3/16"=1'0"
REAR ELEVATION
3/16"=1'0"
CORALVILLE TOWNHOMES
NOTED
8-26-16
S R BOCK
12-5-16
FOUR UNIT CONDOMINIUM BUILDING
SCREENED PORCH
1 of 3



Upper Level Floor Plan

3/16"=1'0"
8'-1 1/8" ceiling height unless otherwise noted

Smoke detector
Carbon monoxide detector



Main Level Floor Plan

3/16"=1'0"
9'-1 1/8" ceiling height unless otherwise noted

Coralville Townhomes
Noted
8-25-16
S R Bock
12-5-16
Four Unit Condominium Building
Basement Version
2 of 3

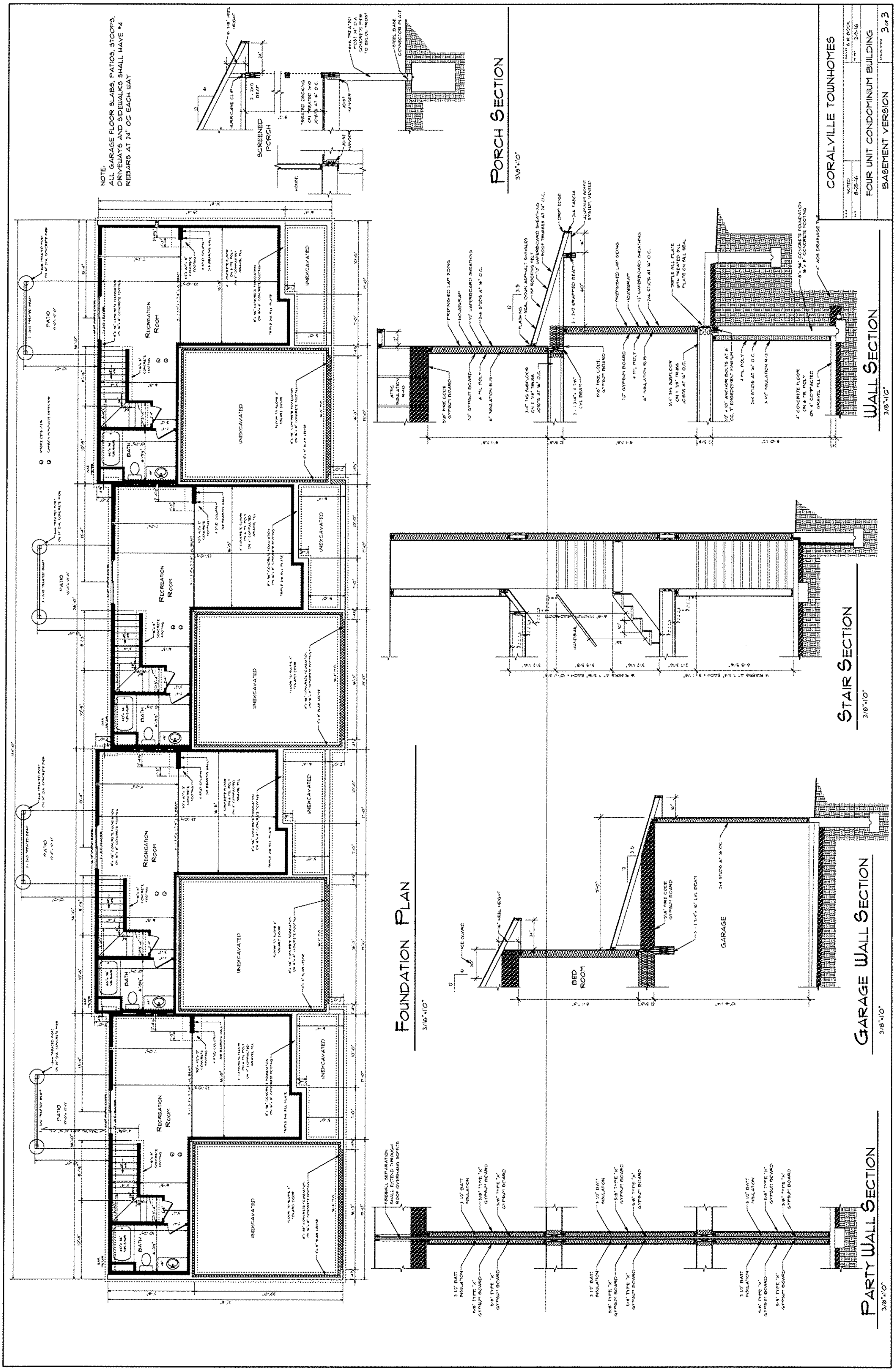

NOTE:
ALL GARAGE FLOOR SLABS, PATIOS, STOOPS, DRIVEWAYS AND SIDEWALKS SHALL HAVE #4 REBARS AT 24" OC EACH WAY
PORCH SECTION
3/8"=1'0"
FOUNDATION PLAN
3/16"=1'0"
WALL SECTION
3/8"=1'0"
STAIR SECTION
3/8"=1'0"
GARAGE WALL SECTION
3/8"=1'0"
PARTY WALL SECTION
3/8"=1'0"
RECREATION ROOM
UNEXCAVATED
BATH
PATIO
GARAGE
BED ROOM
SCREENED PORCH
CORALVILLE TOWNHOMES
FOUR UNIT CONDOMINIUM BUILDING
BASEMENT VERSION
3 of 3

EXHIBIT D

BUILDING SPECIFICATIONS

CONCRETE:
- Tile foundation inside and out
- Waterproofing below grade
- Pour and finish basement and garage floors

LUMBER AND MATERIALS:
- White wire shelving in closets
- Interior trim to be oak, maple or poplar
- Interior doors to be oak, maple, birch or repainted molded doors
- Fiberglass Insulation
- Vinyl single hung and slider windows with grilles
- House wrap
- I-joist floor system with 3/4" decking
- 7/16" exterior wall sheeting
- 2 x 6" exterior walls
- 15/32" roof sheeting
- Soffit and fascia
- Siding

FRAMING
- Construction grade or better to be used throughout.
- All wall plate material in contact with concrete floors shall be ACQ OR AC2 treated lumber.
- All wall plate material which is also an exterior wall and in contact with concrete shall be
- ACQ OR AC2 treated lumber and have a sealing layer between it and the concrete surface.
- All wall heights to be framed as noted on plan
- Exterior walls (except garage) to be 2" x 6" framed 16" on center.
- Garage and interior walls to be 2" x 4" with all framed 16" on center.
- Window headers shall be LVL's sized and supplied by floor systems supplier.
- Floors to be framed with engineered TJI's /LPI's and 3/4" T&G OSB sub floor which is glued and nailed with ring shank nails. The exact sizing of the TJI's /LPI's floor system shall be supplied by the materials supplier as to show adequate structural specifications.
- Exterior walls 7/16 OSB sheathing wrapped with code approved draft barrier on all exterior walls.
- Windows and exterior doors shall be installed and centered in opening. Every other hole on nailing flange shall be nailed and the nailing flange shall be taped to the house wrap to seal joint. After installation all windows and doors should be tested to ensure correct installation.

- Roof to be engineered trusses where applicable and hand framed with adequate structural material where necessary. Roof sheathing to be 1/2" OSB nailed or stapled to roof trusses.
- Screen porches, Decks, and railings will be framed according to house plan using ACQ OR AC2 treated lumber. Floor joists should be 2x10. Decking should be 3/4" decking boards. Posts supporting the deck shall be 6x6 and spaced as close to 12' on center as possible without the spacing being greater that 12'. Deck railing shall consist of 4x4 posts spaced no greater than 6' apart. A 2x4 on edge shall be placed at bottom and top with a 2x4 cap run over top of posts and rail. All decks shall be flashed properly between the deck and the house.

GARAGE DOOR:
- Steel insulated raised panel doors and openers

ELECTRICAL:
- 4 telephone outlets
- 1 dryer outlet
- 1 washer outlet
- 3 TV outlets
- 1 dishwasher wiring
- 1 microwave outlet
- 1 range outlet
- 1 disposal wiring
- Furnish and install at least 2 bath fans
- Furnish and install up to 3 smoke detectors
- Wire and install all lights for potential ceiling fan installment in bedrooms.
- Light fixtures will include flush mount ceiling and/or can lights as builder determines necessary in bedrooms, hallways, over sink in kitchen and dining room.

PLUMBING:
- Will plumb and install fixtures for at least 2 baths, kitchen and laundry room (as per plan)
- Will supply and install 2 outdoor hose bibs
- Will supply and install 2 single tub or shower units (as per plan)

HEATING AND AIR CONDITIONING:
- 1 efficiency 96.2% gas fired forced air furnace
- 2 ton (14.5 Seer) air conditioner

INSULATION:
- Exterior walls: R-20 rolled bat
- Blown in ceiling R49 value

LANDSCAPING:
- Includes final grade and sod

DRYWALL:
- 5/8" or ½" high-strength drywall on all ceilings
- 1/2" drywall on all interior walls except common party walls, which will have 5/8"
- Ceilings to have texture, walls to have the same

APPLIANCES:
- 1 30" self clean electric stove
- 1 dishwasher
- 1 built in microwave

Materials Substitutions:
At the discretion of Dahnovan Builders LLC a substitute material may be used to replace the above specifications so long as the substitute material is of equal of higher grade than the originally specified material. In the case that the substitute material will have a bearing on the cosmetic appearance of the home, Dahnovan Builders LLC agrees to inform the buyer of the change and discuss available options. Any cost change due to a buyer's request shall be the responsibility of the buyer.

EXHIBIT E

SURVEYOR' S CERTIFICATE

The Surveyor's Certificate will be recorded after the Declaration.

EXHIBIT F

ARTICLES OF INCORPORATION
OF
URBAN VILLAS AT DAHNOVAN ESTATES CONDOMINIUMS HOME OWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation under the Iowa Non-Profit Corporation Act under Chapter 504 of the 2011 Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I
NAME

The name of this corporation shall be Urban Villas at Dahnovan Estates Condominiums Home Owners Association, and it is incorporated under Chapter 504 of the 2011 Code of Iowa.

ARTICLE II
PURPOSE AND POWERS

A. The purpose of the corporation is to provide an entity for the management of the affairs of and to act as the council for co-owners for that certain Horizontal Property Regime, commonly known as a condominium complex; created and submitted pursuant to the provisions of Chapter 499B, of the 2011 Code of Iowa, known as Urban Villas at Dahnovan Estates Condominiums, a Condominium Regime (hereinafter sometimes referred to as Regime), and to be located on all or certain portions of the following described real estate situated in Johnson County, Iowa, to-wit:

Lot 72, Dahnovan Estates, North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 60, Page 310, Plat Records of Johnson County, Iowa.

Subject to additional real estate being admitted by Developer pursuant to the terms of the Declaration.

The corporation shall have all powers and purposes granted to or implied to a council of co-owners under the provisions of Chapter 499B of the 2011 Code of Iowa, and as are granted or implied by the Declaration of Condominium establishing said Regime, and all of such powers shall likewise constitute lawful purpose of the corporation.

B. In managing the affairs of the Regime, the corporation may join with the management of any other corporation(s) managing a Horizontal Property Regime(s) in securing or providing services or facilities common in whole or in part to both or all, and in discharging the expense thereof.

C. The purpose of the corporation is not for private profit or gain, and no part of the corporation's activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation is expressly prohibited from making any distributions of income to its members, directors or officers, although members, directors or officers may be reimbursed for expenses incurred while conducting the affairs of the corporation. No dividends shall be paid to members at any time.

D. In the event the Declaration of Condominium is amended for the purpose of submitting further land and apartments to the same Horizontal Property Regime which established Urban Villas at Dahnovan Estates Condominiums, a Condominium Regime, this corporation shall function with respect to the affairs of the additional land and buildings submitted to the Regime as if such land and buildings had originally been submitted to the Regime, and shall have the same powers and purposes over the Regime as enlarged as it had over the original Regime, as submitted.

ARTICLE III
REGISTERED OFFICE AND AGENT

The address and initial registered office of the corporation is 1150 5th Street, Suite 170, Coralville, Iowa 52241, and the name of its initial registered agent at such address is Matthew J. Adam.

ARTICLE IV
BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors of the Corporation is one (1), and the name and address of the person who is to serve as the initial director is:

Ryan Abraham	1650 Linden Lane North Liberty, Iowa 52317

This initial Board of Directors shall not be subject to removal until their terms expire as provided in the Bylaws. Thereafter, a Director may be removed from office at a Special Meeting of the members of the Corporation in such matter as may be provided by the Bylaws.

ARTICLE V
INCORPORATOR

The name and address of the incorporator is:

Ryan Abraham	1650 Linden Lane North Liberty, Iowa 52317

ARTICLE VI
BYLAWS

The initial Bylaws of the corporation shall be adopted by its initial Board of Directors; thereafter the power to alter, amend or repeal the Bylaws or adopt new Bylaws is reserved to the members of the corporation.

ARTICLE VII
MEMBERS AND VOTING

Persons or entities owning condominium apartments submitted to the Regime shall be members of the corporation, all of which, and the rights and obligations thereof, shall be governed by the provisions of the Bylaws. The voting rights of the members shall be fixed, limited, enlarged and denied to the extent specified by the Bylaws, provided there shall be as many votes entitled to be cast with respect to the affairs of the corporation, including amendments, dissolution and other determinations authorized by statute, as there have been

Units submitted to and existing within the Regime, and each member shall be entitled to cast votes as established by the Declaration submitting lands and Units to the Regime and the Bylaws of the corporation.

ARTICLE VIII
DISTRIBUTION OF ASSETS UPON LIQUIDATION

In the event of liquidation, assets remaining for distribution, if any, shall be distributed to the members in accordance to their proportionate share of the ownership units existing in the condominium Regime as determined by the Declaration of Condominium and/or the Bylaws, which distribution shall not be deemed to be a dividend or a distribution of income.

ARTICLE IX
DISSOLUTION PROVISIONS

Upon the dissolution of the corporation, the Board of Directors shall, after paying or making provisions for the payment of all liabilities of the corporation, dispose of all the remaining assets of the corporation exclusively for the purpose(s) of the corporation set forth in Article II hereof in such a manner or to such organization or organizations operated exclusively as charitable organizations as the Board of Directors shall determine. Any such assets not so disposed of shall be disposed of by the District Court of the County in which the principal office of the corporation is then located, exclusively for such purposes or to such organization or organizations as said District Court shall determine which are organized exclusively for such designated purpose(s).

IN WITNESS WHEREOF, the undersigned has caused this instrument to be duly executed this 14 day of June, 2017.

By: ______________________________
Ryan Abraham, Incorporator

STATE OF IOWA, COUNTY OF Johnson) ss:

On this 14 day of June, 2017, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Ryan Abraham, the Incorporator, to me known to be the identical person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

____
Notary Public in and for the State of Iowa
My commission expires 06/23/19

NOTARIAL SEAL IOWA
KAITLIN DEWULF
Commission Number 796889
My Commission Expires
06/23/19

EXHIBIT G

BYLAWS OF

URBAN VILLAS AT DAHNOVAN ESTATES CONDOMINIUMS HOME OWNERS ASSOCIATION, INC.
(A nonprofit Iowa limited liability company organized under Chapter 504 Iowa Code)

ARTICLE I

Scope and Definitions

1. The following are Bylaws of Urban Villas at Dahnovan Estates Condominiums Home Owners Association, Inc., a nonprofit corporation organized under Chapter 504, Code of Iowa, which govern the council of co-owners of Urban Villas at Dahnovan Estates Condominiums, a Condominium Regime, situated in Johnson County, Iowa.

2. The term "regime" means the horizontal property (condominium) regime known as Urban Villas at Dahnovan Estates Condominiums, a Condominium Regime, and situated and located on the following described real estate situated in Johnson County, Iowa, to-wit:

Lot 72, Dahnovan Estates, North Liberty, Johnson County, Iowa, according to the plat thereof recorded in Book 60, Page 310, Plat Records of Johnson County, Iowa.

subject to additional real estate being admitted by Developer pursuant to the terms of the Declaration. The entire site is situated in the City of North Liberty, County of Johnson, and State of Iowa.

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

ARTICLE II

Members and Voting Rights

1. Subject to the qualifications set forth in paragraph 2 below, the owners of record of the Units lawfully submitted to the regime shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of such Unit is terminated. A member may not resign his or her membership and at the same time maintain ownership of his or her Unit. The developer of the regime shall be a member and

have the rights of membership with respect to completed but unsold Units that have been submitted to the regime.

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

3. If more than one person owns an interest in the same unit, all such persons shall be members mid 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 owners of that unit shall be cast by the person or persons named on a certificate signed by all owners or fiduciaries or other officials. If such certificate is not executed and flied with the Association, the number of votes entitled to be cast with respect to that Unit shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all owners, or fiduciaries, or officials are present and concur that the persons casting votes have the authority or are otherwise entitled to cast them. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast which shall be equal to the number of Units in the regime, nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the condominium documents.

4. The total number of votes outstanding and entitled to be cast by all members is equal to the number of Units in the regime. Each member shall be entitled to one (1) vote on all matters to be determined by the members of the corporation either as such or as owners. If there is more than one owner, the owners shall be entitled to one (1) vote collectively. Fractional votes are permitted in cases where multiple owners of a Unit cannot agree on which way to cast their collective vote.

ARTICLE III

Membership Meetings

1. The annual meeting and any regular or special meeting shall be held within Johnson County, Iowa, and all such meetings shall be held at such particular time and place (which may or may not be at the registered office of the corporation), as is set forth in the Notice thereof.

2. At any annual, regular or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All actions taken by the members or submitted to them for consideration shall be carried or

approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting unless a different rule is provided herein or by the Articles of Incorporation, the Declaration of Condominium, Bylaws or any agreement to which the Association is a party. If neither the President nor Vice-President is available to preside, a chairperson shall be elected.

3. A special meeting of the members may be called by the President or, in the event of his absence or disability, by the Vice-President or by one-third (1/3) of the directors or by such number of members who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast.

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

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

A. Election of chairperson, if required.
B. Calling roll and certifying of proxies.
C. Proof of notice of meeting or waiver of notice.
D. Reading and disposal of any unapproved minutes.
E. Reports of officers, if applicable.
F. Reports of committees, if applicable.
G. Election of inspectors of election, if applicable.
H. Election of directors, if applicable.
I. Unfinished business.
J. New business.
K. Adjournment.

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

6. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the Unit in question and shall set forth 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. The Secretary shall fix the record date for membership votes prior to any membership meeting. The record date for determining the members entitled to notice of a meeting is the close of business on the day preceding the mailing of the notice of that

meeting. The record date for determining the members entitled to vote at a meeting is the date of the meeting.

8. After fixing a record date for notice of a meeting, the Secretary shall prepare an alphabetical list of the names of its members who are entitled to notice of the meeting. The list shall show the address of each member and the number of votes each member is entitled to cast at the meeting. The Secretary shall also prepare on a current basis through the time of the membership meeting a list of members, if any, who are entitled to vote at the meeting but were not entitled to notice of the meeting at the time notice was given. The Secretary shall make each list available as provided in Section 504.711 of the Iowa Code.

9. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than sixty (60) days, or if notice is mailed other than by first class or registered mail, not less than thirty (30) days, prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at his or her address of record listed in a local telephone directory, unless at the time of giving of such notice, he or she has in writing directed a different mailing address to be carried on the rolls of the corporation. Where a Unit is owned in common or jointly, notice is duly given to the person named in the certificate required by paragraph 3 of Article II.

10. The annual meeting of the members shall be held on the 25th day of October each year at 7 p.m. local time, provided the first annual meeting shall not be held until such date in the year 2014, provided the initial Board of Directors may call an annual meeting prior to such date if such Board elects, all pursuant to the provisions of the Declaration of Condominium in which the Developer as the initial Board of Directors has retained the right to name all directors until such time. The provisions of this paragraph shall not inhibit the calling or holding of any special meeting. At each annual meeting, the President and Treasurer shall report on the activities and financial condition of the corporation. The members shall consider and act upon other such matters as may be raised consistent with the notice and quorum requirements set forth in these Bylaws.

ARTICLE IV

Board of Directors

1. The corporation and its affairs shall be governed, managed, and administered by a Board of Directors. The initial Board is one (1) in number and the initial director shall be Ryan Abraham. The term of the initial director shall commence on the day the Articles of Incorporation are filed with the Iowa Secretary of State and shall be five (5) years or shorter if the initial director resigns prior to the end of his initial term. The initial Board need not be members of the corporation. At the expiration of the term of the initial director and thereafter, the Board of Directors shall be selected from the members of the corporation. An officer or designated agent of a corporate member may serve as a director.

2. From and after the expiration of the term of the initial director, the Board of Directors shall be six (6) in number. At such time, the full complement of six (6) directors

shall be elected. Thereafter the term of office for each director shall be two (2) years, except following the expiration of the term of the initial director two (2) directors shall be elected for a one (1) year term, two (2) directors shall be elected for a two (2) year term, and two (2) directors shall be elected for a three (3) year term so that at each annual meeting thereafter the term of office of two members of the Board shall expire and two new directors shall be elected accordingly, but there shall be no limitation on the number of terms during which a director may serve. All directors shall serve until their successors are duly designated and qualified.

3. Election of directors shall be by ballot in which each member (or members if more than one person holds tide to a Unit) is entitled to east one vote per Unit owned by the member(s) in respect to each vacant Board position. The person receiving a majority of the votes cast for each vacant position shall be elected. Immediately following the expiration of the term of the initial director, the members shall cast votes to fill six (6) vacancies, each succeeding year, votes shall be cast to fill at least two (2) vacancies.

4. Vacancies in the Board of Directors occurring during the months between annual meetings may be filled until the date of the next annual meeting by vote of the majority of the directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial director shall not be subject to removal. Thereafter a director may be removed from office at a special meeting called for such purpose, if at least seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the directors may be called by the President or any two (2) directors. Not less than two (2) days notice shall be given, personally or by mail, telephone or telegraph, which notice shall state the time, place and purpose of the meeting.

7. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an executive committee or other committees and by such resolution provide the extent and manner to which the same may have and exercise the authority of the Board.

8. Notwithstanding any provision contained in this Article, the Developer agrees to transfer control of the corporation to the unit owners no later than the last of the following to occur:

a. one hundred twenty (120) days after seventy-five (75%) percent of the units have been sold and conveyed;

b. three years after completion of the project/conveyance of the first unit.

ARTICLE V

Officers

1. The officers of the Corporation shall be the President, who shall be a director, a Vice-President, who shall be a director, a Treasurer and a Secretary, who may or may not be directors but who must be members or representatives of non-natural persons who are members, all of whom shall be elected annually by the Board of Directors, except that the initial officers and their successors shall be chosen by the initial Board of Directors and shall serve until the expiration of the term of the initial Board of Directors, and the initial officers need not be members of the Corporation. The Board of Directors may front 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. More than one office may be held by a single person.

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

3. 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 as permanent records the minutes of all corporation meetings, including all meetings of the members and board of directors; a record of all actions taken by the members or directors without a meeting pursuant to a written ballot; and a record of all actions taken by committees of the board of directors. The Secretary shall also keep record of all actions approved by the members for the past three (3) years, shall be responsible for authenticating records of the corporation, and shall give notice where required or directed to do so. The Secretary shall maintain a record of the corporation's members in a form that permits preparation of a list of the names and addresses of all members. The Secretary shall make available during normal business hours to members within five (5) business days after any request for such document current copies of the Articles of Incorporation and Bylaws of the corporation, including amendments thereto, if any; resolutions adopted by its board of directors relating to the characteristics, qualifications, rights, limitations and obligations of the members; all written communications to members generally within the past three (3) years, including the financial statements furnished for the past three (3) years; a list of the names and addresses of the corporation's current officers and directors; and other books, records and financial statements of the corporation.

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

preparing or arranging for the preparation for annual financial statements that include a balance sheet as of the end of the fiscal year and a statement of operations for that year, and shall pay vouchers approved by the Board or designate some person under his control to do so. The Treasurer shall cooperate with the Secretary in keeping and making available documents relating to the corporation's finances.

6. Compensation, if any, 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 from contracting with a director for management of the condominium.

7. Any deed or contract for sale of real estate or lease (or assignment of such contract or lease) may be executed by the President or Vice-President and any officer other than the President or Vice-President Any lien held by the Association may be released by any of the officers of the Association, provided that an officer shall not be permitted to release a lien against his or her own property. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall by resolution direct.

ARTICLE VI

Powers and Duties of the Board of Directors

All of the powers and duties of the corporation (including those existing under the common law and statutes, the Articles of Incorporation, and the documents establishing the Condominium), shall be exercised by the Board of Directors. 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. Making and collecting assessments against members for all common expenses.

2. Using the proceeds of assessments in the exercise of their powers and duties as directors.

3. Maintaining, repairing, replacing, and operating the condominium property including all common areas, elements and facilities, and Units, as applicable and contracting new improvements or alterations if authorized, and making or providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefore.

4. Reconstructing, repairing, restoring or rebuilding of the condominium property and of any Units as applicable after casualty or otherwise.

5. Making and amending regulations restricting the use and occupancy of the property in the condominium, and in their discretion, permitting or forbidding an action or conduct as discretion is committed to them in the condominium documents.

6. Enforcing by legal means the provisions of the condominium documents, the Articles of Incorporation, the Bylaws of the corporation and the regulations for the use of the property in the condominium.

7. Contracting for management of the condominium and delegating to such contractor all powers and duties of the corporation except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the corporation; employing, designating and removing any personnel necessary for the maintenance, repair and replacement of the common areas and facilities.

8. Paying taxes and assessments which are liens against any part of the condominium other than individual Units and the appurtenances thereto, and assessing the same against the Units subject to such liens.

9. Carrying insurance for the protection of owners and the Corporation against casualty, liabilities, and other contingencies.

10. Paying the cost of all utility or other services rendered to any of the condominium property, which is not billed directly to owners.

11. Interpreting and applying the provisions of the condominium documents in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners; conducting and supervising all votes or determinations by members other than a membership meeting.

12. Acquiring title to and ownership of in the name of the Association Units within the regime upon judicial sale, and on behalf of all owners, selling, leasing or mortgaging such Units and borrowing thuds for any legitimate purpose and assigning as security therefore the assessment receivables due the Association, provided the Board of Directors may in no manner affect or encumber the common elements of the regime or any Unit or the percentage interest appurtenant to such (except such Units and the appurtenant interests thereto as the Association has acquired upon judicial sale) and provided further, the authority of the Board of Directors to borrow in excess of Five Thousand Dollars ($5,000) other than in connection with the mortgage of an acquired Unit to the amount of the loan value thereof shall be exercised only in the event of approval of owners entitled to cast seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease, or encumbrance of Units or assessment receivables, the Board of Directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

ARTICLE VII

Common Expenses: Assessments and Collection

1. The common expenses of the Association include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in any of the condominium documents and as are necessary or implied in. connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B and 504, Code of Iowa. Snow removal and lawn care in connection with common land and the upkeep of the Building exteriors shall be assumed by the Association as common expense.

2. Assessments against the Units and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expense of the Association, which assessments, in addition to being and constituting a lien against the Unit in question and the appurtenances thereto shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each Unit and owner shah be liable and subjected only to the proportionate share of the total common expense and assessment made therefore as is derived by multiplying the total assessment by the percent interest of ownership of the common elements which is appurtenant to that Unit. Certain common expense for increased insurance premiums provided by Article VIII, paragraph 9, of these Bylaws or on account of the failure of an owner to provide maintenance as provided by Article IX, paragraph 2(c) of the Declaration or other defaults shall be recovered by an assessment made only against a particular Unit(s) and the owner or owners thereof; which assessments are referred to in the condominium documents as "special" assessments and shall be made in the necessary amounts therefore and without regard to the percentage of interest formula. If each Unit does not have its own water meter, the expense of water service furnished to the condominium property shall be a common expense but the assessments therefore maybe made either according to the percentage interest appurtenant to each Unit or as "special" assessments on some other equitable basis as the Board of Directors may determine.

3. Where a mortgagee or purchaser of a Unit obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such Unit due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his successors and assigns. The owner of a Unit pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments whether generally or "specially" levied against said Unit and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefore.

A first mortgagee, upon request, will be entitled to written notification of any default in the performance of the mortgagor of any obligation created by the Declaration of

Condominium, the Articles or any other document affecting the condominium, which default is not cured within sixty (60) days.

4. The Board of Directors shall adopt a budget each year for such one-year fiscal period as it elects to report on for income tax purposes, which shall include the estimated funds, required to defray the following common expenses:

(a) Current expense, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds, and the assessment for current expense may sometimes be referred to as the working capital assessment and the funds thereof as the working capital fund. Any balance in this fund at the end of each year may be applied to reduce the assessments for current expense for the succeeding year.

(b) Reserve for deferred maintenance, which shall include funds for maintenance items, which occur less frequently annually, and for replacement of common property required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction, or other hazards.

Upon the determination of such budget, the directors shall each year levy an assessment for the amount to be thus assessed against each Unit at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement or transfer such portion thereof to another find or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

5. The Board may also make and levy, from time to time, assessments for Common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board. Funds for emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6. The regular annual assessments made for current expense and deferred maintenance and replacement reserves or for any other purpose shall be due from and paid by the Unit owners as to their shares thereof in twelve (12) equal monthly installments payable on the first day of each month during the one year period in question (or less frequently if the Board of Directors deems monthly payments unnecessary). If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired a Unit, the assessment otherwise due and payable, reduced by the

amount of income, which may be derived from the leasing of such Unit by the Association, shell be apportioned and assessments therefore levied ratably among all other owners according to their percentage interests in the common elements.

7. At such time contemporaneously with the recording of the Declaration of Condominium or subsequent thereto as the Certificate of Occupancy for a Building has been issued or as the Board of Directors determines, in its discretion, that a Building and improvements have been substantially completed and are ready for occupancy, the Board of Directors shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Association as determined by the condominium documents during the period of arty fractional calendar year or any fractional fiscal year as may remain until the commencement of the initial one year period contemplated by paragraph 4 of this Article, which assessments shall be effective as of the date of the Certificate of Occupancy or such determination made by the Board. Any changes in monthly assessments made during the initial director's term are invalid unless the Developer or its successor and assigns have approved such changes.

8. If prior to the date of its first annual meeting the Association requires capital, the Developer may loan to it any sums required in excess of the assessment for which the Developer is liable as owner, in which event the requirement of Article VI, paragraph 12, of approval by a seventy-five percent (75%) vote shall not apply.

9. The share of all sums assessed payable by an owner but unpaid shall constitute a lien on the Unit or of such owner prior to all other liens, except tax liens on the Unit in favor of any assessing unit or special district and all sums payable on a prior recorded first mortgage of record, which lien may be foreclosed by the Association in the manner and with the consequence provided in Section 499B.17, Code of Iowa. In event of foreclosure, the owner shall be required to pay to the Association a reasonable rental for the Unit if he remains in possession thereof. The Association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien, which it holds. In event of suit or foreclosure, the Association shall be entitled to collect reasonable attorney fees from owner.

10. The Association shall at all times maintain complete and accurate written records of each owner and the address of each, and setting forth the status of all assessments, accounts and funds pertinent to that owner. Any person other than an owner 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.

11. Notwithstanding anything to the contrary herein contained, any existing regular annual assessment or common emergency or extraordinary expense assessment may not be increased by more than Fifty Dollars ($50) per month, unless such increase is approved at a special or annual meeting by a vote provided for in Article III, paragraph 2.

12. The initial regular monthly assessment shall be $100.00 per month. The Board of Directors may change the amount of the monthly assessment without approval from the members, but must provide written notice of such changes.

13. Upon the closing of each transaction whereby a home is purchased from the Developer, there shall be due and payable from the owner to the Association an initial working capital contribution of $250.00 in order that the Association may have immediately available working capital funds to apply to its initial interim or annual or any other current expense budget. Upon such closing, the owner of the unit shall thereafter become liable for and pay the balance of all assessments previously made as the same accrue. It is understood that the Developer shall not be liable for the working capital contribution herein mentioned.

ARTICLE VIII

Insurance Provisions

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

2. Assured. All such policies shall be purchased by the Association for the benefit of the Association and the owners of Units and their mortgagees as their interest may appear, and provision made where applicable for issuance of certificates of mortgage endorsements to the mortgagees of individual Units. For the purposes of its functions under this Article, the Association may be considered the agent coupled with an interest of all the owners.

3. Coverage to be Afforded. (a) All condominium property, meaning the Units, general common elements and limited common elements, and whether within or without a Unit (excluding only such personal property as may be the sole separate personality of a member) shall be insured by the Association in an amount equal to the maximum insurable replacement value thereof, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association against loss or damage by fire and other hazards covered by a standard extended coverage hazard or other perils endorsement. Coverage shall also be procured against such other risks of a similar or dissimilar nature as are or shall be customarily covered with respect to Buildings similar in construction, location and use to the Buildings, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

(b) Insurance against public liability and property damage, including liability on account of ownership, maintenance and control of common elements and areas, shall be procured in such form as will protect the Association and all owners and in such amounts as shall be required by the Board of Directors of the Association. Such liability policy or policies shall contain cross liability endorsements to cover the liability of the owners as a group to an owner and shall protect in standard form as a minimum the owners, Board of Directors, officers, agents and contractors of or with the Association. Such liability insurance may include but is not limited to water damage, legal liability, liability in respect to motor vehicles owned or hired, and off-premises employee coverage.

(c) Worker's compensation insurance shall be procured as required to meet applicable law.

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

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

(f) If agreeable to the insurer, the policies procured by the Association shall include provisions that they shall be without contribution or proration and that the doctrine of "no other insurance" shall not apply with respect to insurance procured by owners or their mortgagees; that the conduct or default of any one or more owners will not constitute grounds for avoiding liability under doctrines of warranties, conditions or forfeiture with respect to increase in hazard or vacancy clauses or other conditions or warranties purporting to relieve a carrier of its obligations; for payment of common expenses with respect to damaged Units during the period of reconstruction patterned after "use and occupancy" riders; for sub-policies specifying the portion of a master policy earmarked for each owner's interest; that improvements made to Units by the owners shall not affect the valuation of the property with respect to any claims against owners, the Association, and their respective servants, agents or guests or far the naming of such parties as additional insured. Reference to all or any of the foregoing provisions is for the purpose of providing flexibility and certainty and is not to be interpreted as constituting an admission that any of the doctrines or rights referred to are applicable or would exist in the absence of a specific provision or waiver referring to the same.

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

reconstruction and the like. Such proceeds shall be held by the insurance trustee in trust for the benefit of the Association and owners and their mortgagees as applicable in such amounts (which need not be set forth on the records of the insurance trustee) undivided in character which are the same as the undivided percentage interest in the common elements appurtenant to the respective Units. The proceeds on account of damage solely to a Unit payable under such policies shall be held for the owners thereof in proportion to the cost of repairing the damage suffered by each such owner as determined by the Board of Directors. The fluid held by the trustee shall be disbursed as determined by the Association or its Board of Directors, as the ease may be.

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

6. Use of Insurance Proceeds. Unless the Association in the manner provided for shall specifically make a determination not to repair, rebuild, restore or reconstruct, all insurance proceeds to the extent available shill be used for such purposes. In the event of loss or damage, insurance proceeds available shall be first applied to the repair, replacement rebuilding, reconstruction or restoration of the common elements and the balance to the repair, rebuilding, replacement, reconstruction or restoration of Units. If the insurance proceeds are in excess of the cost of such work with respect to the common elements, Units, or the common elements only, or the Units only, as the case may be, then such excess proceeds shall be applied and paid by the insurance trustee or the Association, as the case may be, to the owners of all the Units and their respective mortgagees, such distribution to be separately made to the owner of each Unit and his respective mortgagee or mortgagees as their interest may appear in such proportion that the share of such excess proceeds paid to the owner of each Unit (and the said mortgagee or mortgagees, if any) shall bear the same ratio and percentage as is provided in Exhibit H to the Declaration of Condominium.

7. Notice to Owners, Mortgagee Provisions. Each owner shall be entitled to receive from the insurance carrier or the Association by endorsement or in other written form, information as to the identity of the policies carried by the Association and of effective and expiration dates, policy amounts and notice of any change or cancellation. A mortgagee of an owner shall receive from the carrier and/or Association a memorandum of the insurance carried by the Association and shall be included where applicable by standard mortgagee clause as may be adjusted according to the provisions of the condominium documents and for condominium purposes in the coverage to the extent of its mortgagor's interest. Where, the mortgagee of a Unit so requests, all insurance carriers shall be directed to give notice to such mortgagee of any default on the part of the insured and, if agreeable to the carrier, such policies of insurance shall provide by endorsement or otherwise for the benefit of the named mortgagee that, in the event such policy is canceled by the company or the named insured as provided by its terms, such insurance shall continue in force for ten (10) days after notice to such mortgagee of such cancellation and shall then cease.

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

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

(b) Permitted Insurance. Each member/owner may separately insure any carpeting, furnishings, personal effects and other sole separate personal property wherever situated as is not insured by the Association and procure public liability and property damage insurance covering causes of action growing out of the ownership, maintenance, and control of his Unit or limited common areas reserved for the use of such Unit as may not be covered by the master liability policy, and may procure an individual policy insuring individual liability to other owners and the Association arising out of intra-Unit ownership, maintenance or control if such protection is not afforded by any master policy. Such liability coverage, where agreeable to the insurer, shall provide that the insurer waives its rights of subrogation as to any claims against other owners of Units, the Association and the respective servants, agents and guests of each.

9. Alterations or Improvements. Alterations or improvements within a Unit are prohibited in Article IX, paragraph 6, of the Declaration for this regime, except where approved by the Board of Directors under the conditions there stated. Where such alterations or improvements are approved, it shall be a further condition of approval that any increase in the insurable value of the condominium property, common or otherwise, shall be first adequately insured under the master policy as a common expense recoverable by the Association against the owner by special assessment, provided, if the owner can procure insurance under an individual policy with regard to such alteration or improvements satisfactory to the Board of Directors and which to its satisfaction does not jeopardize as provided in paragraph 8(a) above any master policy, the procuring of such separate policy is permissible. In any event the proceeds of such additional insurance shall be held and applied and subject to the further terms of this Article for the purpose of rebuilding, repair and the like in the same manner as other master policy or individual policy proceeds.

ARTICLE IX

Taxes

1. Real Estate Taxes. Real estate taxes assessed against the regime shall be assessed against the individual Units by the assessing authorities and shall be paid by the owners thereof. Each owner's assessment shall include the owner's fractional share of the common elements as set forth in Exhibit H to the Declaration of Condominium, Each owner when assessed shall be liable to pay all of such taxes assessed and the Association shall have no responsibility to pay the same but may do so as provided in Article VI, paragraph 3, of these Bylaws.

2. Personal Taxes. If any personal taxes are assessed against an individual owner, such owner shall be solely responsible therefore. If any personal taxes are assessed against the Association, such taxes shall be paid by the Association as a part of the Association's common expenses.

ARTICLE X

Action Without Meeting

Any action required by these Bylaws to be taken at a meeting of the members may be taken without a meeting if a consent in writing setting forth the action so taken shall be signed by at least eighty percent (80%) of the members entitled to vote with respect to the subject matter thereof.

ARTICLE XI

Action By Written Ballot

Any vote or determination required or permitted to be made by the members of the Association and not required by law to be made at a meeting of the members may be taken or made pursuant to a written ballot. The Secretary shall deliver a written ballot to every member entitled to vote on the subject matter covered by the ballot. The written ballot shall set forth each proposed action to be considered by the members and shall provide an opportunity to vote for or against each proposed action. Approval of an action by written ballot of the members shall only be valid when (1) at least one-third (1/3) of all members entitled to vote on the action to be considered have returned completed ballots to the corporation and (2) the number of approvals equals or exceeds the number of votes that would be required to approve the action in person at a meeting. All solicitations for votes by written ballot should (1) indicate the number of responses needed to meet the quorum requirements, (2) state the percentage of approvals necessary to approve each matter (other than election of Directors) and (3) specify the time by which a ballot must be returned to the corporation in order to be counted.

ARTICLE XII

Amendment

1. Except as herein provided, these Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a special or annual meeting of the members upon the affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration of Condominium establishing the condominium regime and these Bylaws. No amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws shall change the provisions of the Declaration and these Bylaws which equate membership with Unit ownership, define the total number of votes, and base for each Unit the number of votes, liabilities for assessments, and interests in funds including insurance proceeds of the Association on the percentage interest appurtenant to that Unit unless unanimous consent of the owners and their mortgagees is secured. Any amendment, alteration or action taken to repeal these Bylaws and adopt new Bylaws, which affect Developer's rights, shall be void unless the written consent of Developer is given.

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

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

4. Unless requited by the specific provisions of the condominium documents or by law, an amendment to the Declaration of Condominium not affecting the subject matter of these Bylaws shall not be considered an amendment of these Bylaws.

ARTICLE XIII

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 Corporation 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, except any insurance trustee, and shall procure an audit of the accounts and financial records of the Association not less than every two (2) years, and the expense of such matter shall be a common expense of the Association.

4. Each member shall have the obligations as such member as are imposed upon him/her by the condominium 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 condominium properly, except as the same may attach only against his appurtenant interest therein and be removable as such.

5. 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.

6. Pursuant to Article VI, paragraph 1 of the Declaration, so long as a Unit is owned by Developer, Developer shall only be subject to assessment for "current" expense under Article VII, paragraph 4(a), of these Bylaws. Upon acquisition of such a Unit from Developer, however, such Unit shall then be subject to assessment for "reserves" for the prorated balance thereof during the fiscal year in question and the payment thereof in the same amount as previously assessed against Units not owned by Developer and to assessment and, in addition, the lien thereof for any emergency assessments in the same manner as if such Unit had not been Developer owned at the time such assessments were made.

Adopted by the Corporation as of this 14 day of June, 2017.

RYAN ABRAHAM, Secretary

EXHIBIT H

PERCENTAGE INTEREST IN THE COMMON ELEMENTS

Unit	Fractional Interest
1110 Tartan Drive	1/81st
1112 Tartan Drive	1/81st
1116 Tartan Drive	1/81st
1118 Tartan Drive	1/81st
1120 Tartan Drive	1/81st
1122 Tartan Drive	1/81st
1126 Tartan Drive	1/81st
1128 Tartan Drive	1/81st
1130 Tartan Drive	1/81st
1132 Tartan Drive	1/81st
1136 Tartan Drive	1/81st
1138 Tartan Drive	1/81st
1140 Tartan Drive	1/81st
1142 Tartan Drive	1/81st
1146 Tartan Drive	1/81st
1148 Tartan Drive	1/81st
1150 Tartan Drive	1/81st
1152 Tartan Drive	1/81st
1156 Tartan Drive	1/81st
1158 Tartan Drive	1/81st
1160 Tartan Drive	1/81st

1162 Tartan Drive	1/81st
1166 Tartan Drive	1/81st
1168 Tartan Drive	1/81st
1170 Tartan Drive	1/81st
1172 Tartan Drive	1/81st
1176 Tartan Drive	1/81st
1180 Tartan Drive	1/81st
1182 Tartan Drive	1/81st
1186 Tartan Drive	1/81st
1188 Tartan Drive	1/81st
1190 Tartan Drive	1/81st
1192 Tartan Drive	1/81st
1200 North Liberty Road NE	1/81st
1202 North Liberty Road NE	1/81st
1204 North Liberty Road NE	1/81st
1206 North Liberty Road NE	1/81st
1210 North Liberty Road NE	1/81st
1212 North Liberty Road NE	1/81st
1214 North Liberty Road NE	1/81st
1216 North Liberty Road NE	1/81st
1220 North Liberty Road NE	1/81st
1222 North Liberty Road NE	1/81st
1224 North Liberty Road NE	1/81st
1226 North Liberty Road NE	1/81st

1230 North Liberty Road NE	1/81st
1232 North Liberty Road NE	1/81st
1234 North Liberty Road NE	1/81st
1236 North Liberty Road NE	1/81st
1240 North Liberty Road NE	1/81st
1242 North Liberty Road NE	1/81st
1244 North Liberty Road NE	1/81st
1246 North Liberty Road NE	1/81st
1250 North Liberty Road NE	1/81st
1252 North Liberty Road NE	1/81st
1254 North Liberty Road NE	1/81st
1130 Lily Lane	1/81st
1132 Lily Lane	1/81st
1136 Lily Lane	1/81st
1135 Lily Lane	1/81st
1137 Lily Lane	1/81st
1139 Lily Lane	1/81st
1141 Lily Lane	1/81st
1245 Lily Lane	1/81st
1247 Lily Lane	1/81st
1249 Lily Lane	1/81st
1251 Lily Lane	1/81st
1165 Dahnovan Drive	`1/81st
1167 Dahnovan Drive	1/81st

1215 Ronald Way	1/81st
1217 Ronald Way	1/81st
1219 Ronald Way	1/81st
1221 Ronald Way	1/81st
1235 Ronald Way	1/81st
1237 Ronald Way	1/81st
1239 Ronald Way	1/81st
1241 Ronald Way	1/81st
1245 Ronald Way	1/81st
1247 Ronald Way	1/81st