

CONDOMINIUM DECLARATION FOR CEDAR LAKE EAST

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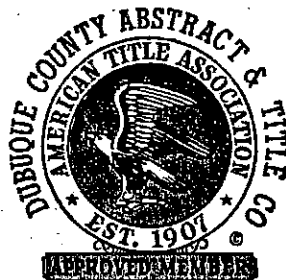


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CONDOMINIUM DECLARATION
FOR
CEDAR LAKE EAST

THIS DECLARATION is made this 23rd day of April, 1990, by HANSEL BUILDERS, INC., an Iowa corporation (the "Developer"). The terms used in this Declaration shall have the meanings set forth in Article IX.

Purpose

1. The Developer is the owner of the following land and improvements thereon located in the City of Dubuque, Iowa, and described as follows:

Block 6, Block 8, Block 9, and Block 12 of Cedar Lake Addition and Lots 1, 2, and 3 of Cedar Lake - East First Addition all in the City of Dubuque, Iowa, according to the recorded plats thereof, subject to easements and restrictions of record.

2. A multi-family residential building presently exists on one of the above-described parcels of real estate.

3. As set forth in this Declaration, the Developer intends, at Developer's sole discretion, to submit from time to time parts of the aforescribed real estate, with improvements thereon, and all rights and privileges in any way pertaining thereto, to the Horizontal Property Act of the State of Iowa, Chapter 499B, as amended, Code of Iowa (1989) (the "Act"). Nothing herein shall obligate the Developer or his successors or assigns to place any portion of the above described property into the Horizontal Property Regime created by this document.

4. The Developer desires to establish for its benefit and for the mutual benefit of all future owners or occupants of the Project, or any part thereof, certain mutually beneficial restrictions, obligations, and liens with respect to the proper use, conduct and maintenance thereof. All such rights, easements, privileges, restrictions, obligations, and liens are in furtherance of a plan to promote and protect the cooperative aspects of residential living in the Project and are established for the purpose of enhancing and perfecting the value, desirability, and attractiveness of the Project. The Developer intends that all future owners, occupants, mortgagees, and any other persons acquiring any interest in the Project shall hold such interest subject to certain rights, easements, and privileges in, over and upon the Project.

I. The Project

1.1. Project Name. The Project shall hereinafter be referred to as "Cedar Lake East".

1.2. In General. Cedar Lake East shall consist of one or more multi-family residential buildings located on the following described property:

Lot 1 of Cedar Lake - East First Addition in the City of Dubuque, Iowa according to the recorded plats thereof, subject to easements and restrictions of records.

Addendum Exhibits may be added at a later time with such addendums to then be included in the definition of the Land or Project.

1.3. Land. "Cedar Lake East" shall contain the real estate described in Section 1.2 above, as amended from time to time. This term has the same meaning as "Property" under the Act.

1.4. Buildings and Units. Each Building in "Cedar Lake East" has characteristics as described in the attached Exhibits.

Exhibits prefixed A, attached hereto and by this reference made a part hereof, describe the Building, the Units or apartments, Common Elements and Limited Common Elements, and principal materials of which it is constructed.

Exhibits prefixed B, attached hereto and by this reference made a part hereof, show the location of the Building on the real estate described in section 1.2 above.

Exhibits prefixed C, attached hereto and by this reference made a part hereof, show the floor plans for each floor of a Building, as well as the number of each Unit, it's area and rooms. Addendum Exhibits may be added at a later time with each Addendum to then be included herein.

1.5. Submission to Act. The Developer holds the fee simple title to the Land and, by recording this Declaration, the Developer submits the Land described in section 1.2 as amended from time to time, to the provisions of the Act, this Declaration and the horizontal property regime known as Cedar Lake East.

II. Common Elements

2.1. Definition. "Common Elements" means all of Cedar Lake East, except the Units, and includes without limitation, those items defined as "general common elements" and "limited common elements" in the Act, including the following:

a. The Land

b. All foundations, floors, bearing walls and columns, exterior walls for each Unit and Building, ceilings and roofs, halls, stairways, entrances and exits or communication ways, and in general all devices or installations existing for common use.

c. The outside parking areas, yards, and gardens, except as otherwise provided or stipulated.

d. All compartments, installations, and service mains or entry boxes for central services such as power, light, gas, water, sewer, and telephone.

e. Easements through Units for conduits, pipes, ducts, plumbing, wiring and other facilities for the furnishing of utility services to Units and Common Elements.

f. All other elements of Cedar Lake East desirable or rationally of common use or necessary to the existence, upkeep, and safety of the horizontal property regime established by this Declaration.

g. Exhibits prefixed A, B, and C, inclusive, attached hereto and by this reference made a part hereof, showing graphically certain Common Elements.

2.2. Ownership of Common Elements. Each Unit Owner shall own an interest in the Common Elements as follows:

a. Common Elements which are for the benefit and use of all Unit Owners in Cedar Lake East as it is composed from time to time shall be owned equally among all Unit Owners with ownership interest at that time. This percentage will decrease as Cedar Lake East develops and more Units are built and placed into this regime.

b. Common Elements which are part of a Building, located within a Building or serving only one Building including the lot that the Building sets on, shall be owned by the Unit Owners of said Building with Ownership interest as set forth in Exhibits prefixed D as amended from time to time.

The ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective fractions of ownership. The ownership of each Unit shall not be conveyed separately from the fraction of ownership in the Common Elements corresponding to the Unit. The undivided fraction of ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even

though the legal description in the instrument conveying or encumbering the Unit may refer only to the title to that Unit or may refer to an incorrect fraction for that Unit.

2.3. Use of the Common Elements. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements) in common with all other Unit Owners, as may be required for the purposes of access, ingress to, egress from, use, occupancy, and enjoyment of the respective Unit owned by such Unit Owner. The right to use the Common Elements shall extend not only to each Unit Owner, but also to his or her agents, servants, tenants, family members, customers, invitees, and licensees. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units.

a. Restrictions. The right to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the provisions of the Act, this Declaration, the Articles, By-Laws, Covenants, and rules and regulations of the Committee.

b. Committee's Authority. The Committee shall have the authority to rent, lease, and grant concessions or easements with respect to parts of the Common Elements, subject to the provisions of this Declaration, the Articles, By-Laws, and the Covenants. All income derived by the Committee from leases, concessions, or other sources which involve only Cedar Lake East shall be held and used for the benefit of only Cedar Lake East, pursuant to such rules, resolutions, or regulations as the Committee may adopt or prescribe.

c. Lien. The Committee may discharge any mechanic's lien or other encumbrance which, in the Committee's opinion, constitutes or may constitute a lien against Cedar Lake East, the Common Elements, or any portion thereof rather than a lien only against a particular Unit. If less than all the Unit Owners are responsible for any such lien, the responsible Unit Owners shall be jointly and severally liable for the amount necessary to discharge the lien and for all costs and expenses, including attorney's fees, incurred because of such lien.

d. Parking. Each Unit shall be assigned the outside parking spaces as follows:

(1) Spaces located in front of each Unit's respective garage shall be for the use of the Owner of said garage. These spaces shall thereupon be considered a Limited Common Element appurtenant to the Unit. Such assigned parking space may not thereafter be conveyed, hypothecated, transferred, encumbered or otherwise dealt with separately. It shall be understood that the right to use said space shall pass

only with title to the Unit.

(2) The Developer shall have the right to sell any additional parking spaces within each Building's parking area, if available, to any of the Developer's purchasers, within the Building. Any Unit Owner who purchases one or more of these spaces shall have the right to same as Limited Common Elements to that Unit. Such assigned parking space may not thereafter be conveyed, hypothecated, transferred, encumbered or otherwise dealt with separately. It shall be understood that the right to use said space shall pass only with title to the Unit. If after the sale by Developer of all Units within a Building, any spaces remaining unsold shall be unassigned parking spaces.

(3) If there shall be any parking spaces left unassigned, these unassigned spaces shall be Common Elements and shall be subject to the common use and benefit of Unit Owners, their guests and invitees as determined by the Committee.

2.4. No Partition. The Common Elements and Units shall remain undivided and shall not be the subject of an action for partition or division of the co-ownership thereof so long as suitable for a Horizontal Property regime. In any event, all mortgages must be paid in full or the prior written approval of all Mortgagees must be obtained prior to bringing an action for partition.

2.5. Limited Common Elements. "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit, or use of which is reserved to the lawful occupants of such Unit or Units, either in this Declaration, on the Plat, or by the Committee. Limited Common Elements shall include, without limitation, convectors, pipes, ducts, electrical wiring, and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units; any balconies and patios and such portions of the perimeter walls, floors and ceilings, doors, vestibules, windows, and entryways, and all associated fixtures and structures therein, as lie outside the Units boundaries; the driveways providing access to any garages located within Units; the air conditioning Units located outside each Unit; and the mail box assigned to each Unit. This term shall have the same meaning as is defined in the Act.

2.6. Encroachments. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown by the Plat, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and the respective Unit Owners involved, to the extent of such encroachments, so long as the same shall exist.

III. Management of Project

3.1. The Committee of the Association. The Association is an Iowa nonprofit corporation, which through its Condominium Dwelling Unit Committee, shall be the governing body for all the Unit Owners for the maintenance, repair, replacement, administration and operation of Cedar Lake East, as provided in the Act, this Declaration, the Articles, By-Laws, and Covenants.

a. Condominium Dwelling Unit Committee. The Committee shall be elected and shall serve in accordance with the provisions of the Act, this Declaration, the Articles, By-Laws and Covenants.

b. Benefit. All activities undertaken by the Association shall be for the benefit of all members of the Association as defined in the Articles, By-Laws and Covenants. Activities undertaken by the Committee shall be for the sole benefit of the Unit Owners as defined in the Act, this Declaration, the Articles, By-Laws and Covenants, or as may be necessary for the operation of Cedar Lake East. Funds received by the Committee, by whatever means, shall be used solely for the benefit of the Unit Owners and not for the Association membership in general.

3.2. Management of Project. The Committee shall have the authority to engage the services of an agent to maintain, repair, replace, administer, and operate Cedar Lake East or any part thereof, to the extent deemed advisable by the Committee subject to the provisions of paragraph 3.3. The term of the management agreement shall not exceed one year, and the agreement must provide that it may be terminated by the Committee for cause upon 30 days' written notice. The Committee shall also have the authority (but shall not be obligated) to engage, supervise, and control such employees as the Committee deems advisable to clean and maintain all or any part of the Units to the extent the Committee deems it advisable to provide such services for all or any portion of the Unit Owners. The cost of such services shall be a Common Expense.

3.3. Professional Management. If Cedar Lake East is approved for mortgage financing by the Federal National Mortgage Association (FNMA), the Committee shall hire experienced, professional management services, for that portion of the Committee business pertaining to the management of the Units, unless this requirement is waived by FNMA. The prior written approval of the holders of all first mortgages shall be required to effect a decision by the Committee to terminate professional management and assume self-management.

3.4. Unit for Building Personnel. The Committee shall have the authority to lease, purchase, and mortgage one or more Units or other residential quarters for building personnel. All rental or debt service paid by the Committee pursuant to any such lease agreement or mortgage shall be a Common Expense. No such Unit or other residential quarters leased or purchased for building personnel shall constitute a part of the Common Elements.

3.5. Use by Developer or Agent. During the period of sale by the Developer of any Units, the Developer and its agents, employees, contractors, and subcontractors and their respective agents and employees, shall be entitled to access, ingress to, and egress from the Buildings and Project as may be required for purposes of sale of Units. While the Developer or its agent owns any Units, the Developer or its employees may use and show one or more of such Units as a model Unit or Units, may use one or more of such Units as a sales office, and may maintain customary signs in connection therewith.

3.6. Non-liability of Directors, BOARD, Officers, Committee Members, and Developers. Neither the Directors, the BOARD, Officers or Committee Members of the Association nor the Developer shall be personally liable to the Unit Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever as such Directors, the BOARD, Officers, Committee Members, or Developer, except for any acts or omissions found by a court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless each of the Directors, The Board, Officers, Committee Members and the Developer and their respective heirs, executors, administrators, successors, and assigns in accordance with the provisions of this Declaration, the Articles, By-Laws, and Covenants.

3.7. Committee's Determination Binding. In the event of any dispute or disagreement between any Unit Owners relating to Cedar Lake East or any questions or interpretation or application of the provisions of this Declaration, the Articles, By-Laws and Covenants, the dispute or disagreement shall be submitted to the Committee. The determination of the dispute or disagreement by the Committee shall be binding on each and all Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Committee.

3.8. Conflict Between Documents. In the case of any conflict between the terms of the varying governing documents, the Iowa Code supercedes and controls over the Articles, the Articles supercede and controls over the Covenants, the Covenants supercede and controls over the By-Laws and the By-Laws supercede and controls over this Declaration.

3.9. Power and Authority of Committee. The Committee has

authority to take all action necessary to effectuate the provision of this Declaration. This authority includes, but is not limited to, authority to, enter into contracts, establishing checking, saving and other forms of accounts, and borrowing funds for the purposes set forth herein.

3.10. By-Laws of Council of Co-Owners and Committee. The Council of Co-Owners and the Committee shall operate in the same manner and be governed by the same terms, conditions and procedures as provided for in the By-Laws, as amended from time to time. The Council of Co-Owners shall be deemed analogous to the Association, a Unit Owner shall be deemed analogous to an Owner, and the Committee shall be deemed analogous to the Board of Directors as said items are found in the By-Laws. The governing principles and procedures of the By-Laws shall be modified to the extent necessary to effectuate this Declaration in establishing the governing principles and governing bodies of the Horizontal Property regime.

IV. Common Expenses

4.1. Responsibilities. Each Unit Owner, including the Developer, shall pay his or her proportionate share of the Common Expenses. Except for its responsibilities as a Unit Owner as provided herein, the Developer shall not have any responsibility for the maintenance, repair, or replacement of any part of the Common Elements after the date this Declaration is recorded. Such proportionate share of the Common Expenses for each Unit Owner shall be determined in the manner as follows and as provided in the Articles, By-laws, Declaration, and Covenants.

4.2. Payment. Payment of Common Expenses including any prepayment thereof required by contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Articles, Bylaws, Declaration and Covenants. No Unit Owner shall be exempt from payment of his/her proportionate share of the Common Expenses by waiver, non-use, or non-enjoyment of the Common Elements or Limited Common Elements or by abandonment of his or her Unit. If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof, together with interest thereon at the maximum lawful rate in the State of Iowa accruing from and after the date that the Common Expenses becomes due and payable, shall constitute a lien on the interest of such Unit Owner in Cedar Lake East and his or her Unit, subject to the provisions of paragraph 6.3.

4.3. Enforcement of Lien. The Committee may bring an action at law against the Unit Owner personally obligated to pay the same for collection of his or her unpaid proportionate share of the Common Expenses or foreclose the lien against the Unit or Units owned by such Unit Owner. Interest, costs, and reasonable

attorney's fees for any such action shall be added to the amount of such assessment. Each Unit Owner, by acceptance of a deed to or recording of a contract for purchase of a Unit, expressly vest in the Committee and its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charge as a debt and to enforce the lien by all methods available for the enforcement of such liens. The lien shall be in favor of the Committee and shall be for the common benefit of all Unit Owners. The Committee acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage, and convey the same. The enforcement of the lien hereunder shall at all times be subject to the provisions of paragraph 6.3

4.4. Separate Real Estate Taxes. Taxes, assessments, and other charges of any taxing or assessing authority shall be separately assessed to each Unit Owner for his or her Unit and the corresponding percentage of ownership in the Common Elements, as provided in the Act. In the event that such taxes or assessments for any year are not separately assessed to each Unit Owner but are assessed on Cedar Lake East as a whole, each Unit Owner shall pay his or her proportionate share thereof in accordance with his or her respective percentage of ownership interest in the Common Elements, and such taxes or assessments shall be a Common Expense. Without limiting the authority of the Committee, the Committee shall have the authority to collect from the Unit Owners their proportionate share of taxes or assessments for any year in which taxes are assessed on Cedar Lake East as a whole.

4.5. Insurance Policies. All insurance policies upon Cedar Lake East shall be purchased by the Committee. The named insured shall be the Committee individually and as agent for the Unit Owners, without naming them, and as agent for their Mortgagees. Provision shall be made for the issuance of mortgage endorsements and memoranda of insurance to the Mortgagees. Such policies shall provide that payment by the insurer for losses shall be made to the Committee or an insurance trustee designated by the Committee, and all policies and their endorsements shall be deposited with the Committee or such trustee. Unit Owners may obtain coverage at their own expense for their personal property and other risks. Premiums for insurance policies purchased by the Committee shall be paid by the Committee as a Common Expense. The Committee is irrevocably appointed agent for each Unit Owner and for each Mortgagee to adjust all claims arising under insurance policies purchased by the Committee and to execute and deliver releases upon payment of claims.

4.6. Personal Liability and Risk of Loss on Owners of Condominium Units and Separate Insurance Coverage, Etc.: A Unit Owner may, at his expense, obtain insurance coverage for loss of or damage to any furniture, furnishings, personal effects and

other personal property belonging to such Owner, and may, at his expense, obtain insurance coverage against personal liability for injury to the person or property of another while within such Owner's Unit or upon Common Elements. All such insurance obtained by an Owner shall, whenever such provision shall be available, provide that the insurer waives its right of subrogation as to any claims against other Owners, the Association, or Developer, and their respective servants, agents and guests. Risk of loss or damage to any furniture, furnishings and personal property constituting a portion of Common Elements which may be stored in any Unit shall be borne by the Unit Owner. All portions of the Common Elements held for the joint use and benefit of all Owners shall be covered by such insurance as shall be maintained in force and effect by the Committee.

An Owner shall have no personal liability for any damage caused by the Association or Committee or its agents, in connection with the use of the Common Elements or Limited Common Elements. An Owner shall be liable for injuries or damage resulting from an accident within his own Unit to the same extent and degree that the owner of a house would be liable for an accident occurring within his house. Any and all insurance or reinsurance placed or contracted for by any Owner must be placed with and insured by an insurer licensed and authorized to do business in the State of Iowa, maintaining a licensed agent in the State of Iowa.

4.7. Insurance Coverage. The Committee shall obtain the following insurance coverage:

a. Casualty. The Buildings and improvements shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs. All personal property included in the Common Elements shall be insured for its value, all as determined annually by the Committee. Such coverage shall afford protection against:

(1) Loss or damage by fire and other hazards covered by a standard extended coverage endorsement.

(2) Such other risks as from time to time shall be customarily covered with respect to buildings similar in construction, location, and use as the Buildings, including but not limited to vandalism and malicious mischief.

b. Public Liability. Public liability insurance in amounts and with such coverage as shall be required by the Committee and with cross liability endorsement to cover liabilities of the Unit Owners jointly and severally with the Committee.

c. Worker's Compensation. Workers compensation insurance

to meet the requirements of Iowa law.

d. Directors' and Officers' Insurance. The Committee shall also have the authority to and may obtain such insurance as it deems desirable, in such amounts, from such sources and in such forms as it deems desirable, insuring Cedar Lake East, each member of the Committee and officer of the Association, and each member of any Committee appointed pursuant to this Declaration, the Articles, By-laws, and Covenants, from liability arising from the fact that the person is or was a Director or officer of the Association or a member of such a Committee. The premiums for such insurance shall be a Common Expenses.

e. Other. Such other insurance as the Committee shall determine from time to time is necessary.

4.8. Insurance Trustee; Shares of Proceeds. All insurance policies purchased by the Committee shall be for the benefit of the Committee, the Unit Owners and their Mortgagees as their interests may appear and shall provide that all proceeds covering property losses shall be paid to the Committee as trustee, or to such other entity as may be designated as insurance trustee by the Committee, which trustee is referred to in this Declaration as the insurance trustee. The insurance trustee shall not be liable for payment of premiums, the renewal or sufficiency of policies, or 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 proceeds in trust for the purposes elsewhere stated in this Declaration and for the benefit of the Unit Owners and their Mortgagees in the following shares;

a. Common Elements. Proceeds on account of damage to Common Elements: an undivided share for each Unit Owner, such share being the same as the undivided share in the Common Elements appurtenant to the Unit.

b. Units. Proceeds on account of damage to Units shall be held in the following undivided shares:

(1) When a Building or Buildings are to be restored, for the Unit Owners of damaged Units in proportion to the cost of repair of the damage suffered by each Unit Owner, which cost shall be determined by the Committee.

(2) When a Building or Buildings are not to be restored, an undivided share for each Unit Owner, such share being in the same proportion to the total proceeds for each Building for damaged Units as the percentage interest which each Unit bears to the Building in which the Unit is located.

c. Mortgagees. If a mortgage endorsement has been issued as to a Unit, the share of the Unit Owner shall be held in trust for the Mortgagee and the Unit Owner as their interests may appear; provided, however that no Mortgagee shall have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired, and no Mortgagee shall have any right to apply or have applied to the reduction of mortgage debt any insurance proceeds except distributions of such proceeds made to the Unit Owner and Mortgagee pursuant to the provisions of this Declaration.

4.9. Distribution of Proceeds. Proceeds of insurance policies received by the Committee or insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

a. Expenses of Trust. All expenses of the insurance trustee shall be paid first or provision shall be made for such payment.

b. Reconstruction or Repair. If the damage for which the proceeds are paid is to be repaired or reconstructed, the remaining proceeds shall be paid to defray the cost of such repairs as elsewhere provided. Any proceeds remaining after defraying such costs shall be distributed to the beneficial owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

c. Failure to Reconstruct or Repair. If it is determined that the damage for which proceeds are paid shall not be reconstructed or repaired, the remaining proceeds shall be distributed to the beneficial owners, remittances to Unit Owners and their Mortgagees being payable jointly to them. This is a covenant for the benefit of any Mortgagee of a Unit and may be enforced by such Mortgagee.

d. Certificate. In making distribution to Unit Owners and their Mortgagees, the insurance trustee may rely upon a certificate by the Committee as to the names of the Unit Owners and their respective shares of the distribution.

4.10. Common Expenses that must be assessed annually. The following Common Expenses must be assessed annually and included in the annual budget: Casualty and Public Liability Insurance, general care and cleaning of Common Elements, lawn and yard care, snow removal, cost of utilities service for the Common Elements, and general operating expenses.

4.11. Special Assessments. Special assessments may be levied against the Units for the cost of any construction,

reconstruction, repair, or replacements of a capital improvement beneficial to the Unit Owners provided that the special assessment is agreed to by two-thirds (2/3) of the Unit Owners entitled to vote and benefitted by same and provided that only those Unit Owners benefitted shall be levied against, subject to the provisions of paragraph 4.12 and 4.13.

4.12. Special Assessments prior Approved. The following special assessments shall be considered approved by all Unit Owners by the purchase of a Unit:

a. If at any time the Committee does not have sufficient funds set aside to pay premiums for Casualty and/or Public Liability Insurance that will be due within 45 days and the Committee determines that a special assessment is needed to meet these expenses, then upon serving of notice to each Unit Owner the special assessment will be due in the amount and at the time as the Committee so determines.

b. If at any time a Common Element would be so in need of repair and/or replacement that it would prohibit the intended use of any Unit or is a danger to the public health and the amount in the reserve funds are insufficient to pay for such repair or replacement, then after the Committee determines the cost of such repair and the amount of insufficient funds, the Committee shall assess the effected Units as per their percentage ownership in the regime or Building as may apply based on the provisions of the following paragraph.

4.13. Breakdown of Unit Share of Assessments. Assessments will be assessed among Units as follows:

a. General operating expenses of the Association, including management fee if any, shall be equally assessed among all Units.

b. Cost of insurance trustee, if any, shall be assessed equally among all Units.

c. Cost of Insurance.

(1) Casualty insurance as it applies to any Building and Common Elements located in or on the lot which said Building sets on shall be assessed to the owners of all Units in said Building as per the ownership interest for that Building.

(2) Public Liability and any other insurance necessary for the operation of this regime shall be assessed equally among all Units.

d. Costs of items which would be on going and necessary

to the proper general maintenance of the regime such as, but not limited to, cleaning, yard care, landscaping care, and snow removal, shall be assessed equally among all Units.

e. Costs of periodic maintenance such as, but not limited to, painting of Common Elements within a Building, replacement of floor coverings of Common Elements within a Building, painting of exterior trim and doors of a Building, and repairs to parking, walks, and driveways, shall be assessed equally to the Units within a Building of which such maintenance is performed.

f. Costs of items damaged or destroyed which are covered by insurance, as provided elsewhere in the Declaration.

g. Costs of major maintenance, repair or replacement to the Common Elements of a Building, or Common Elements located on the lot which said Building is located, shall be assessed to the Units within said Building as per the ownership interest in that Building.

h. Costs of any kind that are intended for the common benefit of all Units and Unit Owners shall be assessed equally among each Unit.

i. Costs of any other items that may be necessary or desirable for the operation of this regime shall be assessed as the committee agrees upon.

j. Any other assessment included in this Declaration and not covered in this paragraph shall be assessed as per the intent of this Declaration.

V. Maintenance, Reconstruction, Alterations, Condemnation

5.1. Contracting of Duties. The Committee may enter into a contract with any firm, person or corporation, or may join with other Condominium Corporations, or Home Owners Associations and entities in contracting for the maintenance and repair of Cedar Lake East. It may delegate to a contractor all the powers and duties which are necessary for the performance of such repair and maintenance.

5.2. Alterations or Additions to Common Elements. There shall be no alteration or addition to the Common Elements or Limited Common Elements where the cost thereof is in excess of ten (10%) percent of the annual budget, except as authorized by the Committee and approved by not less than two-thirds of the Unit Owners; provided the aforesaid alteration or additions do not prejudice the right of any Owner, unless his/her consent has been obtained. The cost of the foregoing shall be specifically assessed as a Common Expense. Where any alteration or addition to

the Common Elements or Limited Common Elements is exclusively or substantially exclusively for the benefit of an Owner or Owners requesting same, then the cost of such alteration or addition shall be assessed against and collected, in advance, solely from the Owner or Owners requesting same. The assessment shall be levied in such proportions as may be determined to be fair and equitable by the Committee. Where such alteration or additions exclusively benefit Owners requesting same, said alteration or additions shall only be made when authorized by the Committee and approved by not less than two thirds (2/3) of the Unit Owners exclusively and substantially exclusively benefiting therefrom.

5.3. Maintenance of Units. Responsibility for the maintenance of the Units and restrictions upon the alteration and improvement thereof shall be as follows:

a. By Owner. The Unit Owner shall:

(1) Maintain and repair, at his/her own expense, his or her Unit and all interior surfaces in good condition and maintain and repair the fixtures and equipment therein. The words "fixtures and equipment" include but are not limited to the following when applicable: air conditioners and heating Units (including condensers and all appurtenances thereto wherever situated), refrigerators, stoves, fans, dishwashers, washing machines and connections, sinks, all plumbing and water lines (exclusively for the service of his or her Unit), electric wiring, electric outlets and fixtures within the Unit, interior doors, windows, screening and glass, all exterior doors (except the painting of the exterior doors or the exterior of the Property shall be a Common Expense), and all floor coverings and the cost of maintaining and replacing same.

(2) Patios and Decks. The Unit Owner exclusively benefited by a patio or deck shall be responsible for the general maintenance of same including, but not limited to, cleaning, snow removal, replacement of indoor/outdoor carpeting (if installed), electrical outlets, wiring, light fixtures, approved patio screening (if installed), and any personal property placed on said deck or patio by the Unit Owner.

No Unit Owner shall decorate the portions of the patio or deck of his or her Unit visible from outside of such Unit in any manner which detracts from the appearance of the Building, and the determination of the Committee on such matters shall be final.

A Unit Owner shall make no alteration, decoration, repairs, replacements or change to the Common Elements, Limited Common Elements or to any outside or exterior portion of the Building such as the installation of storm shutters or the

closing in of a balcony, terrace or patio, whether within a Unit, the Common Elements or Limited Common Elements, without the prior written consent of the Committee.

(3) Each Unit Owner, at his or her own expense, shall furnish and be responsible for all decorating within his or her own Unit and Limited Common Elements serving such Unit, as may be required from time to time, including, but not limited to, painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, and other furnishings and decorating. Each Unit Owner shall be entitled to the exclusive use of the interior surfaces of the perimeter walls, floors, and ceilings of his or her Unit, and such Unit Owner shall maintain the interior surfaces in good condition at his or her sole expense, as may be required from time to time. The maintenance and use of interior surfaces shall be subject to the rules and regulations of the Committee, but each such Unit Owner shall have the right to decorate such interior surfaces from time to time as he or she may see fit at his or her sole expense.

(4) A Unit Owner shall promptly report to the Committee any defect or need for repairs, the responsibility for the remedying of which is that of the Committee.

b. By Committee. The Committee shall maintain, repair and replace at the Committee's expense:

(1) All portions of a Unit, except interior surfaces, contributing to the support of the Building, which portions shall include, but not be limited to, the outside walls of the Building and all fixtures on the exterior thereof, boundary walls of Units, subfloors and ceiling joists or trusses and slabs, load bearing columns and load-bearing walls.

(2) Patios and decks except as required in this Declaration to be maintained by Unit Owners.

(3) All conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility services which are contained in the portions of a Unit maintained by the Committee and all such facilities within which items are contained.

(4) All incidental damage to a Unit by such work shall be promptly repaired at the expense of the Committee.

c. Alteration and Improvements. Except as may otherwise be reserved to the Developer, neither a Unit Owner nor the Committee shall make any alterations in the portions of a Unit or Building which are to be maintained by the Committee, remove any portion thereof, make any additions thereto, or do anything which

would jeopardize the safety or soundness of the Building, or impair any easement, without first obtaining approval in writing of the Owners of all Units in which such work is to be done and the approval of the Committee. A copy of the plans for all of such work prepared by an architect licensed to practice in this state shall be filed with the Committee prior to starting work. Any Unit Owner may make alterations, additions, or improvements within his or her Unit (including minor alterations to the perimeter walls of the Unit caused by nails, screws, staples, and the like) without the prior written approval of the Committee, but such Unit Owners shall be responsible for any damage to other Units, the Common Elements, Cedar Lake East, or any part thereof, resulting from such alterations, additions or improvements.

5.4. Maintenance of Common Elements. The maintenance and operation of the Common Elements shall be the responsibility and expense of the Committee.

5.5. Committee's Rights.

a. Assessment. At the discretion of the Committee, maintenance of, repairs to, and replacements within the Limited Common Elements may be provided and assessed in whole or in part to Unit Owners benefited thereby, and further, at its discretion, the Committee, may direct Unit Owners who stand to be benefited by such maintenance of, repairs to, and replacement within the Limited Common Elements to arrange for such maintenance, repairs, and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Committee, such lien waivers and contractors' and subcontractors' sworn statements as may be required to protect Cedar Lake East from all mechanics' or materialmen's lien claims that may arise therefrom.

b. Necessary Maintenance. In the event an Owner fails to maintain his or her Unit and Limited Common Elements, as required herein, or makes any alterations or additions without obtaining the required written consent, or otherwise violates or threatens to violate the provisions hereof, the Committee shall have the right to levy a special assessment against the Unit Owner, and the Unit, for such sums required to remove any unauthorized addition or alteration, and to restore the Property to good condition and repair. Such assessment shall have the same force and effect as all other special assessments. The Committee shall have the further right to have its employees or agents, or any subcontractors appointed by it, enter a Unit at all reasonable times to enforce compliance with the provisions hereof.

c. Damage. If, due to the act or neglect of a Unit Owner, or his or her agent, servant, tenant, family member,

invitee, licensee, or household pet, damage is caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair, or replacements are required which would otherwise be a Common Expense, such Unit Owner shall pay for such damage or such maintenance, repair, and replacements, as may be determined by the Committee; however, the provisions of this paragraph are subject to the waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Committee.

d. Access. The authorized representatives of the Committee, or the Managing Agent with approval of the Committee, shall be entitled to reasonable access to the individual Units and Limited Common Elements as may be required in connection with the preservation of any individual Unit or Limited Common Elements in the event of an emergency, or in connection with maintenance of, repairs or replacements within the Common Elements, Limited Common Elements, or any equipment, facilities, or fixtures affecting or serving other Units, Common Elements and Limited Common Elements, or to make any alteration required by any governmental authority.

5.6. Determination to Reconstruct or Repair. If any part of Cedar Lake East shall be damaged by casualty, whether it shall be reconstructed or repaired shall be determined in the following manner:

a. Common Elements. If the damaged improvement is a Common Element, it shall be reconstructed or repaired, as follows:

(1) If the Common Element serves equally all Units it will be reconstructed unless within 30 days of the casualty seventy five (75%) percent of the Unit Owners determine otherwise.

(2) If the Common Element is part of a Building, located within a Building, or serving only one Building it will be reconstructed or repaired unless within 30 days of the casualty seventy five (75%) percent of all the Unit Owners and one hundred (100%) percent of the Unit Owners who reside within said Building determine otherwise.

(3) If the Common Element is a structural part of the Building or an exterior part of a Building which is necessary for the weather tightness or general appearance of same, it will be reconstructed and/or repaired.

(4) Any Common Element which is necessary for the safety, health and welfare of any and all Unit Owners, or the general public shall be reconstructed or repaired.

(5) Any Common Element which is required by any governmental body who has jurisdiction over any part of Cedar Lake East shall be reconstructed or repaired to be in compliance with all applicable building, health and safety codes.

b. Units.

(1) Lesser Damage: If the damaged improvements constitute less than 80 percent of the Units, they shall be reconstructed or repaired unless within 30 days after the casualty 75 percent of the Unit Owners, 100 percent of the Units Owners of damaged Units and 100 percent of Unit Owners who reside in a Building which has damaged Units determine otherwise.

(2) Major Damage: If the damaged improvements constitute 80 percent or more of the Units, they shall not be reconstructed or repaired and the condominium regime of ownership of the damaged Units will terminate without agreement upon payment of insurance proceeds as elsewhere provided, unless, within 30 days after the casualty, 75 percent of the Unit Owners determine that such reconstruction or repair shall occur.

(3) In case of termination of all or part of the condominium regime of ownership, the provisions of the Act shall apply.

c. Certificate. An insurance trustee may rely upon a certificate by the Committee to determine whether the damaged property is to be reconstructed or repaired.

5.7. Reconstruction or Repair.

a. Plans and Specifications. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original Building, or if not, according to plans and specifications approved by the Committee and by not less than 100 percent of the Unit Owners of all damaged Units, which approval shall not be unreasonably withheld.

b. Responsibility. If the damage is only to those parts of one Unit for which the responsibility of maintenance and repair is that of the Unit Owner, the Unit Owner shall be responsible for reconstruction and repair after casualty. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Committee.

c. Estimates of Costs. Immediately after a determination is made to rebuild or repair damage to property for which the Committee has the responsibility of reconstruction and repair,

the Committee shall obtain reliable and detailed estimates of the cost to rebuild or repair.

d. Assessments. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction and repair by the Committee, or if at any time during reconstruction and repair or upon completion of reconstruction and repair are insufficient, assessments shall be made against the Unit Owners in sufficient amounts to provide funds for the payment of such costs as follows:

(1) Damage to Common Elements. If Common Elements serve all Units then the assessment shall be shared equally among all Unit Owners.

(2) Damage to Common Elements, which are part of a Building, located within a Building or serving only one Building, shall be assessed to those Unit Owners who reside in that Building. The assessment shall be based on the percentage Ownership in that Building and Common Element as shown in attached Exhibits prefixed "D" as amended from time to time.

(3) Damage to Limited Common Elements, Assessments shall be divided equally among those Owners benefited by the Limited Common Elements.

(4) Damage to Units. Assessments against Unit Owners for damage to Units shall be in proportion to the cost of reconstruction and repair of their respective Units.

5.8. Condemnation: General. If all or part of Cedar Lake East is taken or threatened to be taken by condemnation, the Committee and each Unit Owner shall be entitled to participate in proceedings incident thereto at their respective expense. The expense of participation in such proceedings by the Committee shall be a Common Expense. The Committee may obtain and pay for such assistance from attorneys, appraisers, architects, engineers, expert witnesses, and other persons as the Committee deems necessary or advisable to aid or advise it in matters relating to such proceedings. All damages or awards for any such taking shall be deposited with the Committee, acting as trustee, and such damages or awards shall be applied or paid as provided herein.

5.9. Condemnation of Common Elements. If any action is brought to condemn a portion of the Common Elements, the following shall apply:

a. If any action is brought to condemn a portion of the Common Elements, which is equally shared by all Units, the Committee shall have the sole authority to determine whether to

defend or resist such action, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of condemnation. Before the damages or awards shall be paid to each Unit Owner in proportion to his or her Ownership interest, any and all expenses incurred by said action shall be paid. The Committee shall call a meeting of the Unit Owners of the Association, at which meeting the Unit Owners by a majority vote may decide whether to replace or restore insofar as possible the Common Elements so taken or damaged. If it is decided to replace or restore Common Elements so taken, all costs, in so far as possible, shall be paid by said damage awards.

b. If any action is brought to condemn a portion of the Common Elements, which are part of a Building, located within a Building or serving only one Building, the Unit Owners who reside within said Building shall have the sole authority to determine whether to defend or resist such action, to make any settlement with respect thereto, or to convey such property to the condemning authority in lieu of condemnation. Before the damages or awards shall be paid to each Unit Owner in proportion to his or her Ownership interest in the Building, any and all expenses incurred by said action shall be paid. The Unit Owners of that Building by a majority vote may decide whether to replace or restore insofar as possible the Common Elements so taken or damaged. If it is elected to replace or restore Common Elements so taken, all costs, in so far as possible, shall be paid by said damages or awards, with any excess cost of such being shared as their respective Ownership interest in the Building has been declared.

5.10. Payment of Awards and Damages. Any damages or awards paid to or for the account of any Unit Owner to the Committee, acting as trustee, shall be applied first to the payment of any taxes or assessments by governmental authorities past due and unpaid with respect to that Unit; secondly, to amounts due under any Mortgages; thirdly, to the payment of any unpaid Common Expenses or special assessments charged to or made against the Unit; and finally to the Unit Owner.

VI. Mortgagee Protection

6.1. Right to Mortgage. Each Unit Owner shall have the right, subject to these provisions, to grant separate Mortgages for his or her Unit together with the respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any Mortgage or other lien on or affecting Cedar Lake East or any part thereof, except only to the extent of his or her own Unit and the respective ownership interest in the Common Elements appurtenant thereto.

6.2. Written Approval. The prior written approval of all Mortgagees will be required for the following:

a. The abandonment or termination of the condominium regime of Cedar Lake East, except for abandonment or termination provided by law in the case of substantial destruction by fire or other casualty or in the case of taking by condemnation or eminent domain.

b. Any amendment to this Declaration which would change the ownership interests of the Unit Owners in Cedar Lake East, except for the right of the Developer to amend this Declaration as set forth in paragraphs 1.1 through 1.5 and 2.2, and as set forth in paragraph 10.4.

6.3. Lien Subordination. The lien for Common Expenses payable by a Unit Owner shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner. This paragraph shall not be amended, changed, modified, or rescinded without the prior written consent of all Mortgagees of record holding a lien against all or part of Cedar Lake East.

6.4. Mortgagee's Rights. Upon request, any Mortgagee will be entitled to: (a) inspect the books and records of the Committee during normal business hours; (b) receive an annual financial statement of the Committee within 90 days following the end of any fiscal year of Cedar Lake East; and (c) receive written notice of all meetings of the Committee and designate a representative to attend all such meetings.

6.5. Insurance Proceeds Upon Damage. In the event of substantial damage to or destruction of any Unit or any part of the Common Elements, the Mortgagee of a Unit will be entitled to timely written notice of such damage or destruction, and no provision of this Declaration or any other document establishing Cedar Lake East will entitle the Unit Owner or other party to priority over such Mortgagee with respect to the distribution of any insurance proceeds.

6.6. Condemnation. If any Unit or portion thereof or the Common Elements or any portion thereof is made the subject matter of any condemnation or eminent domain proceeding or is otherwise sought to be acquired by a condemning authority, the Mortgagee of a Unit will be entitled to timely written notice of any such proceeding or proposed acquisition, and no provision of this Declaration or any other document establishing Cedar Lake East shall entitle the Unit Owner or other party to priority over such Mortgagee with respect to the distribution of the proceeds of any award or settlement.

6.7. Rights of First Refusal. The right of a Unit Owner to sell, transfer, or otherwise convey the Owner's Unit will not be

subject to any right of first refusal or any similar restriction in favor of the Committee.

6.8. Rights of Mortgagees Under Foreclosure. Each mortgagee who takes possession of a Unit by virtue of foreclosure of the Mortgage, or by deed or assignment in lieu of foreclosure, or any purchaser at a foreclosure sale, will take the Unit free of any claims for unpaid assessments and charges against the Unit which accrue prior to the time such holder takes possession of the Unit, except for claims for a pro rata share of such assessments or charges resulting from a pro rata reallocation of such assessments or charges to all Units including the mortgaged Unit.

6.9. Notice to Mortgagee. The holder of a first Mortgage shall be entitled to prompt written notice from the Committee of any default in the performance of any obligation under this Declaration, the Articles, Covenants, the Bylaws, or the rules and regulations of the Committee, which default is not cured by the Unit Owner within 30 days.

6.10. First Mortgage Intended. Where an first mortgage, by some circumstance, fails to be a first mortgage but it is evident that it is intended to be a first mortgage, it shall, nevertheless, for the purpose of this Declaration, be deemed to be a first mortgage.

VII. Use and Occupancy Restrictions

7.1. Use of Units. Subject to the provisions of this Declaration and the Bylaws, no part of Cedar Lake East may be used for purposes other than as a single-family dwelling and the related common purposes for which Cedar Lake East was designed. Each Unit or any two or more adjoining Units used together shall be used as a single-family dwelling or such other use permitted by this Declaration and for no other purpose, except that a professional or quasi-professional person may use his or her Unit as an ancillary or secondary facility to an office established elsewhere. The foregoing restrictions as to residence shall not be construed to prohibit a Unit Owner from: (a) maintaining a personal or professional library; (b) keeping personal business or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of these restrictions.

7.2. Use of Common Elements. The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, customers, invitees, and licensees for access, ingress to, and egress from the respective Units and for other purposes incidental to use of the Units; provided, however, areas designed for a specific use shall be used for the purposes

approved by the Committee. The use, maintenance, and operations of the Common Elements shall not be obstructed, damaged, or unreasonably interfered with by any Unit Owner and shall be subject to any lease, concession, or easement presently in existence or entered into by the Committee at some future time, affecting any part or all of the Common Elements.

7.3. Specific Restrictions. Without limiting the generality of paragraphs 7.1 and 7.2, use of Cedar Lake East by the Unit Owners shall be subject to the following restrictions:

a. Storage. Nothing shall be stored in the Common Elements without prior consent of the Committee except in storage areas or as otherwise expressly provided in this Declaration.

b. Insurance. Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for Cedar Lake East without the prior written consent of the Committee. No Unit Owner shall permit anything to be done or kept in his or her Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements or which will be in violation of any law.

c. Waste. No waste shall be committed in or on the Common Elements.

d. Signs. Subject to the Developer's rights under paragraph 3.5 of this Declaration, no sign of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Committee.

e. Nuisance. No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements, and nothing shall be done therein which may be or become an annoyance or nuisance to the other Unit Owners.

f. Common Elements. Except as otherwise expressly provided, nothing shall be altered or constructed in or removed from the Common Elements, except upon the written consent of the Committee.

g. Structures. No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on Cedar Lake East at any time, temporarily or permanently, except with the prior written consent of the Committee; provided, however, that temporary structures may be erected for use in connection with the construction, repair or rebuilding of the Building or any portion thereof.

h. Clothes Drying. Outdoor drying of clothes shall not

be permitted.

i. Parking. Parking of vehicles in driveways and parking areas shall be subject to the rules and regulations of the Committee. Each Unit Owner shall have the right to use a parking space for at least one automobile, and a specific parking space shall be designated by the Committee for use by each Unit Owner.

j. Planting, Fences. Except within individual Units, no planting, transplanting, or gardening shall be done, and no fences, hedges, or walls shall be erected or maintained upon Cedar Lake East, except as approved by the Committee.

k. Vehicles. Motorcycles, motorbikes, motor scooters, or other similar vehicles shall not be operated within Cedar Lake East except for the purpose of transportation directly from a parking space to a point outside Cedar Lake East or from a point outside Cedar Lake East directly to a parking space.

l. Leases. A Unit Owner may lease his or her Unit subject to the following conditions: (1) the entire Unit must be leased; (2) the lease must be in writing; (3) the lease agreement must provide that its terms are subject to the provisions of this Declaration, the Articles, the By-Laws and Covenants, and that failure by the tenant to comply with such provisions shall constitute a default under the lease; (4) the lease shall also contain an acknowledgement signed by the tenant that the tenant has received true copies of the Articles, Covenants, Declaration and the Bylaws; (5) no Units may be leased for transient or hotel purposes, except by a lender in possession of a Unit following default of a first mortgage, a foreclosure proceeding, or any deed or other arrangement in lieu of foreclosure; and (6) such reasonable rules and regulations as the Committee may establish from time to time.

m. Animals.

(1) No animals shall be raised, bred, or kept in any Unit for any commercial purposes.

(2) A Unit Owner may keep household pets on the property, so long as such pets or animals do not constitute a nuisance or interfere with the quiet enjoyment of any other Unit Owner.

(3) The pet will not be allowed out of the Unit unless it is in the custody of the Owner and on a leash not to exceed six feet in length.

(4) Any damage to a Building or it's Common Elements

will be the full responsibility of the pet owner and the owner shall pay for any and all expenses involved in restoring damaged property to its original condition.

(5) The owner shall be financially responsible for any personal injury or personal property damage caused by a pet to any other person or property.

(6) The owner shall remove any pet waste immediately.

(7) Pets must be kept in strict accordance with rules and regulations adopted by the Committee from time to time.

7.4. Transfer of Limited Common Elements. The use of Limited Common Elements may be transferred between Unit Owners having rights thereto at their expense, provided that such transfer is made in compliance with the Act and this paragraph. Rights and obligations with respect to any of the Limited Common Elements shall not be affected, and no transfer thereof shall be effective, unless such transfer is in compliance with this paragraph. Each such transfer shall be made by an amendment to this Declaration executed by all Unit Owners who are parties to the transfer and their Mortgagees and consented to by all other Unit Owners who have any right to use the Limited Common Elements affected thereby. Such amendment shall contain a certificate showing that a copy of the amendment has been delivered to and approved in writing by the Committee and shall contain a statement from the Unit Owners involved in the transfer setting forth any reapportionment of their respective shares of ownership in the Common Elements resulting from the transfer, the aggregate sum of which shares shall not be changed by the transfer. If such Unit Owners cannot agree upon the reapportionment, the Committee shall make such reapportionment. No such transfer shall be effective until the amendment is recorded. This paragraph shall not be amended, changed, or modified without the prior written consent of all Mortgagees.

VIII. Remedies

8.1. Rights of Committee. In the event of any violation of the provisions of the Act, this Declaration, the Article, By-Laws, Covenants, or rules and regulations of the Committee by any Unit Owner (either by his or her own conduct or by the conduct of any other Occupant of the Unit), the Committee, or its successors or assigns, or the Association, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, this Declaration, the Articles, By-Laws, Covenants, or rules and regulations, or which may be available by law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner or others for enforcement of any lien and

the appointment of a receiver for the Unit and ownership interest of such Unit Owner; for damages, injunction, or specific performance; for judgment for payment of money and collection thereof; for any combination of remedies; or for any other relief.

8.2. Lien. All expenses of the Committee in connection with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses and all damages liquidated or otherwise, together with interest thereon at the maximum lawful rate per annum until paid, shall be added to and deemed part of an Owner's respective share of the Common Expenses. The Committee shall have a lien for all such expenses, as well as for non-payment of the respective share of the Common Expenses, upon the Unit and the Ownership interest in the Common Elements of such defaulting Unit Owner, upon all his or her personal property in his or her Unit or located elsewhere on Cedar Lake East; provided, however, that such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit, except for the amount of the proportionate share of the Common Expenses which become due and payable from and after the date on which the Mortgagee takes possession of the Unit, accepts a conveyance of any interest therein (other than as security), or files suit or commences other proceedings to foreclose its Mortgage and causes a receiver to be appointed. This paragraph shall not be amended, changed, modified, or rescinded without the prior consent of all Mortgagees.

8.3. Correction of Default. In the event of any such default by any Unit Owner, the Committee shall have the authority to correct such default and to do whatever may be necessary for such purpose, and all expenses in connection therewith shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by the Committee.

8.4. Action by Committee. The violation of any restriction, condition, rule or regulation adopted by the Committee or the breach of any covenant or provision of this Declaration shall give the Committee the right, in addition to any other rights provided in this Declaration: (a) to enter upon the Unit or any portion of Cedar Lake East upon which or as to which such violation or breach exists and summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing, or condition that may exist thereon and the Committee, its employees or agents, shall not be deemed guilty in any manner of trespass; (b) to enjoin, abate, or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; (c) to take possession of such Unit Owner's interest in the property and to maintain an action for possession of such Unit in the manner provided by law; or (d) upon such notice as may be specified in the Bylaws, to suspend a member's voting rights and to restrict a

member's use of the Common Elements and Limited Common Elements in such manner as the Committee deems appropriate.

8.5. Notice, Action at Law or in Equity. If any Unit Owner (either by his or her own conduct, or by the conduct of any Occupant of his or her Unit) shall violate any provision of the Committee, and if such default or violation shall continue for 10 days after written notice to the Unit Owners from the Committee, or shall occur after a request to cure such violation from the Committee, the Committee or an aggrieved Unit Owner may file against the defaulting Unit Owner an action at law for damages or an action in equity for a decree of mandatory injunction against the defaulting Unit Owner or Occupant.

IX. Definitions

9.1. Definitions. The terms used in this Declaration shall have the following meanings, unless the text clearly requires another meaning:

a. "Act" means the Horizontal Property Act of the State of Iowa.

b. "Articles" or "Restated Articles of Incorporation" mean the Articles of Incorporation of the Association dated February 15, 1989, filed in the Office of the Secretary of State of Iowa, August 31, 1989, and which was duly recorded on the 22nd day of September, A.D., 1989, as instrument number 8164-89 in the office of the Recorder, Dubuque County, Iowa, as amended from time to time.

c. "Association" means Cedar Lake Corporation, an Iowa nonprofit corporation, its successors and assigns.

d. "Board" means the Board of Directors of the Association.

e. "Building" means the structural improvements located on the Land, forming part of Cedar Lake East and containing Units. This term has the same meaning as found in the Act.

f. "Bylaws" mean the Restated Bylaws of the Association, attached as Exhibit F, as amended from time to time.

g. "Committee" means the Condominium Dwelling Unit Assessment Committee established by the Covenants and Bylaws and as empowered by this Declaration to govern this Horizontal Property regime.

h. "Common Expenses" means and includes:

(1) All sums lawfully assessed against the Common Elements by the Managing Agent or Committee.

(2) All expenses of administration and management, maintenance, operation, repair or replacement of and additions to the Common Elements.

(3) Expenses agreed upon as Common Expenses by the Unit Owners.

(4) Expenses declared to be Common Expenses by this Declaration or by the Articles, Bylaws and Covenants.

i. "Covenants" means the Restated Declaration of Covenants, Conditions and Restrictions, which was duly recorded on the 10th of July, A.D., 1989, as Instrument number 5789-89 in the office of the Recorder, Dubuque County Iowa, as amended from time to time.

j. "Council of Co-Owners" means all the Unit Owners, which Council of Co-Owners acts as the governing body of this Horizontal Property regime which is part of the Association.

k. "Declaration" means this instrument by which Cedar Lake East is submitted to the provisions of the Act, as amended from time to time.

l. "Developer" means Hansel Builders, Inc., an Iowa corporation, its successors and assigns, provided such successors or assigns are designated in writing by the Developer as successors or assigns of the rights of the Developer set forth in this Declaration.

m. "Majority of the Unit Owners" means the owners of more than 50 percent of the undivided ownership of the Common Elements. Any specific percentage of Unit Owners means that percentage of Unit Owners who in the aggregate own such specified percentage of the entire undivided ownership of the Common Elements.

n. "Mortgage" means a security interest, mortgage or lien granted by a Unit Owner in, to, or against a Unit to secure payment of an indebtedness and duly recorded in the Dubuque County Recorder's office.

o. "Mortgagee" means a person who holds a Mortgage as security for payment of an indebtedness.

p. "Occupant" means a person or persons in possession of a Unit, regardless of whether the person is a Unit Owner.

q. "Person" means a natural individual, corporation, partnership, trustee, or other legal entity capable of holding title to real property.

r. "Plat" means the Building Location Plats attached as Exhibits prefixed A-C.

s. "Unit" means a substantially completed enclosed space consisting of one or more rooms occupying all or part of a floor or floors in a Building, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the interior surfaces of its perimeter walls, floors, and ceilings; a Unit includes the portion of the Building so described, the air space so encompassed, except Common Elements, and the garage, if any. Any Unit may be jointly or commonly owned by more than one person. The term "Unit" shall have the same meaning as the term "Apartment" as used in the Act.

t. "Unit Owner" means the person or persons who individually or collectively own or are purchasing by recorded contract the aggregate fee simple title to a Unit and the undivided interest in the Common Elements appurtenant thereto but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, the Developer shall be deemed a Unit Owner so long as it is the legal titleholder of any substantially completed Unit. The term "Unit Owner" shall have the same meaning as the term "Co-Owner" as used in the Act.

9.2. Other Definitions. The following terms shall have the meanings set out in the paragraphs of this Declaration following the terms:

- a. "Common Elements", paragraphs 2.1.
- b. "Land", paragraph 1.3.
- c. "Limited Common Elements", paragraph 2.5.
- d. "Project", paragraph 1.1.

X. General Provisions

10.1. Rights and Obligations. Each grantee of the Developer, by the acceptance of the deed of conveyance or contract of purchase from the Developer, accepts the same subject to all restrictions, conditions, covenants, reservations, liens, and charges, and the jurisdiction, rights, and powers created or reserved by this Declaration, the Articles, By-Laws, and Covenants. All rights, benefits, and privileges of every character imposed by this Declaration shall be covenants running with the Land, shall bind any person having at any time any

interest or estate in the Land, and shall inure to the benefit of such grantee or contract purchaser in like manner as though the provisions of this Declaration were recited and stipulated at length in each and every deed of conveyance or contract of purchase.

10.2. Developer's Rights to Sell Etc. Developer is irrevocably empowered to sell, lease, sub-lease and/or mortgage Units and portions thereof, to any purchaser, lessee, sub-lessee or mortgagee approved by it. Developer shall have the right to transact any business necessary to consummate sales or leases or Units or portions thereof, including but not limited to, the right to have signs, use the Common Elements and Limited Common Elements and to show Units. The sales office, signs and all other items pertaining to sales shall not be considered Common Elements and shall remain the property of Developer.

10.3. Developer's Common Elements Expense. In the event there are unsold Units, Developer retains the right to be the Owner of said unsold Units. Notwithstanding the obligation of each Owner to pay his proportionate share of the Common Expenses, Developer shall only be required to pay the accrual cost of the Common Element Expense, less any reserve funds assessed and attributable to said Units. If at any time, a Unit or Units owned by the Developer, becomes occupied and while it is occupied, the Developer will be required to pay his proportionate share of the Common Expense. If the Developer does not intend to sell a Unit, other than Model Units, the Developer shall pay his proportionate share of Common Expenses.

10.4. Developer's Right to Sell Land. The Developer, its successors and assigns, retains the right to sell any lot or lots suitable for the building of multi-family residential buildings within Cedar Lake East. If a Building or Buildings are built on said lot or lots and are intended for the use of Units the following shall apply:

a. The Owner of such lot or lots shall have the right to amend this Declaration to the extent needed to include such Buildings and Units under this regime, subject to the following restrictions:

(1) A Building containing Units along with any auxiliary buildings must be built on a recorded lot.

(2) The building plans, specifications and materials must have been approved by the Committee prior to construction. Approval can not be unreasonably withheld. If the plans, specifications and materials substantially conform to Buildings already within the regime then this requirement has been satisfied.

(3) A site plan, showing the location of the Building, drives, parking, auxiliary buildings, walks, landscaping, retaining walls, exterior lighting and all other information as may be necessary, must be approved by the Committee prior to beginning construction. Approval may not be unreasonably withheld.

(4) The Units within a Building must be served by individual utility service.

(5) The co-ownership may be amended to the extent of the number of Units that are being added. All Unit Owners shall own equal shares in the total regime. The amendment to the co-ownership must be in fractions and must equal one.

b. The number of votes being added to the regime shall be the number of Units being added. All Units shall have one vote.

(1) The percentage of ownership of each Unit in the Building and it's lot must be declared. The total must equal 100 percent.

(2) No ownership interest in any Unit, already covered by this regime, to it's Building and lot may be changed in any way by this addition.

(3) All costs involved must be paid by the owner or owners of said lot and Building. All costs that may be incurred by the Committee by this action must be reimbursed by said owners. If any costs are left unpaid after any Building is added to this regime it will be considered an unpaid assessment against all Units within said Building, and treated as same pursuant to this Declaration and the By-Laws.

(4) All governmental regulations and codes must be satisfied prior to the submittal to this regime.

c. The owner or owners will pay the cost of one years Casualty and Public Liability Insurance, as set forth in this Declaration, for the additional Buildings and land being added to this regime, which amounts shall be paid prior to any additions in whatever manner the Committee requires;

d. The owner or owners upon amendment to the Declaration and addition to this regime shall be subject to all the provisions of the Act, this Declaration, the Articles, Covenants, By-Laws, and rules and regulations of the Association.

10.5. Inspection, Waiver. Each purchaser of a Unit shall have full opportunity and shall be under a duty to inspect and examine the Unit to be purchased prior to closing of the transaction and

agrees that the Unit is purchased as it actually and physically exists. By recording a deed or purchase contract, each purchaser of a Unit agrees that the square footage, size, and dimensions of each Unit and each area constituting any part of the Common Elements as set out in this Declaration or the Plat are based upon relative percentages and square footages which have been arbitrarily assigned and agreed upon solely for this purpose and do not necessarily reflect or represent the precise percentage or square footages of any specific portion of Cedar Lake East. The Developer does not warrant, guarantee, or represent that any Unit or any area constituting any part of the Common Elements contains precisely the area, square footage, or dimensions shown by the Plat. Each purchaser of a Unit expressly waives any claims or demands of any kind or nature against the Developer or any person whomsoever on account of square footage, and dimensions shown on the Plat. In interpreting deeds, mortgages, deeds of trust, and other instruments for any purpose whatsoever, the existing physical boundaries of any Unit shall be conclusively presumed to be the boundaries regardless of settling, rising, or lateral movements of the Building and regardless of variances between boundaries shown on the Plat and the actual boundaries of the Building.

10.6. Amendments.

a. By Developer. The Developer reserves the right to amend this Declaration as follows:

(1) To extend the Declaration to additional Land, Buildings, Units and Common Elements, such amendment to be limited to matters relating to such extension and merger of additional parcels to this regime. The right to amend for this purpose shall expire upon the development of all lots within Cedar Lake Addition that are suitable to be submitted to the Act.

(2) To adjust the fractional ownership of the Common Elements as provided in paragraphs 2.2 and 2.3.

(3) To amend paragraphs 1.2, 1.3 and 1.4 to increase the number of Buildings and the legal descriptions of any added Land, and to amend any exhibits needed for the addition of Land and Buildings to this regime. To make any other amendments which may be needed to add additional Land and Buildings to the regime.

(4) Until the development of all lots within Cedar Lake East that are suitable to be submitted to the Act, to make minor amendments and adjustments to this Declaration or any Supplemental Declaration. Any such minor amendment or adjustment shall be for the purpose of clarification or the correction of errors in this Declaration or any Supplemental

Declaration and shall not affect the substantive rights of a Unit Owner.

b. In General. Subject to paragraph 10.6(a) above and except as otherwise provided in subparagraphs (c) and (d) below, and subject to the Developer's right to submit additional land to this Declaration, the provisions of this Declaration may be amended, modified, or rescinded by a resolution setting forth such amendment, modification, or rescission and duly adopted by the affirmative vote of not less than two-thirds of the Unit Owners in a written instrument setting forth such amendment, modification, or rescission and signed by not less than two-thirds of all the Unit Owners and duly acknowledged before a notary public. All Mortgagees shall be notified by certified mail of any such amendment, modification, or rescission, and an affidavit by the secretary of the Committee certifying to such mailing shall be made a part of any instrument affecting such amendment, modification or rescission.

c. Limitation. Subject to the provisions of paragraphs 2.2 and 2.3 and subparagraph (a) above, the provisions of this Declaration shall not be materially amended, including but not limited to an amendment which would change the boundaries of any Unit, the undivided interest in the Common Elements appurtenant to any Unit, or the number of votes in the Association allocated to any Unit, except by the affirmative vote of 75 percent of the Unit Owners and the prior written approval of the holders of all first Mortgages on Units.

d. Signatures. If the Act, this Declaration, or the Bylaws require the consent or agreement of all Unit Owners or of all Mortgagees, or both, for any action specified in the Act (eg., removal from the Act) or in this Declaration, any instrument amending, modifying, or rescinding any provision of this Declaration with respect to such action shall be signed by all Unit Owners or all Mortgagees, or both, as the case may be, as required by the Act, this Declaration, or the Bylaws.

e. Recording. Any amendment, modification, or rescission of this Declaration pursuant to this paragraph or any other provision of this Declaration or of the Act shall be valid and effective only upon the recording thereof, together with an amended Plat if required, in the Dubuque County Recorder's Office. This Declaration may not be amended, modified, or rescinded so as to conflict with the provisions of the Act.

10.7. Notices. Any written notice given pursuant to this Declaration shall be by personal delivery or by registered or certified mail, return receipt requested, addressed to the person entitled thereto at such person's last known address. Notice by mail shall be deemed to be delivered when deposited in the United

States mail properly addressed with postage prepaid.

10.8. Severability. If a court of competent jurisdiction shall adjudge to be invalid any provision of this Declaration, such judgment shall not affect, impair, invalidate, or nullify any other provisions of this Declaration, but the effect thereof shall be confined in the provision adjudged invalid and shall be confined to the person, place, and situation with respect of which such judgment is rendered.

10.9. Perpetuities and Restraints on Alienation. If any of the options, privileges, covenants, or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, such provision shall continue only until 21 years after the date of the survivors of the now living descendants of the Governor of Iowa holding office at the date on which this Declaration is recorded.

10.10. Non-Waiver. Failure by any person to enforce at any time or for any period of time any of the provisions of this Declaration or to exercise any right or remedy, shall not prevent such person thereafter from enforcing all or any provisions of this Declaration and exercising any or all rights or remedies.

10.11. Interpretation. This Declaration shall be governed by and construed in accordance with the laws of the State of Iowa. The table of contents and captions of this Declaration are for convenience only and shall have no effect on its interpretation. Wherever used in this Declaration, unless the context clearly indicates otherwise, the use of the singular shall include the plural and be applicable to any other gender.

10.12. Exhibits. All exhibits to which reference is made are attached to this Declaration and incorporated herein by reference.

XI. Easements

11.1. Utilities. The Project shall be subject to such easements for utilities as may be required to properly and adequately service Cedar Lake East. Developer does herein reserve the right to dedicate, give or grant such easements on the property of Cedar Lake East as may be necessary to accomplish this purpose.

11.2. Traffic. An easement shall exist for pedestrian traffic over, through and across sidewalks, paths, walks, halls, lobbies, elevators, center cores, and other portions of the Common Elements as may be from time to time intended and designated for such purpose and use; and for vehicular and pedestrian traffic over, through and across such portions of the Common Elements and Limited Common Elements as may from time to time be paved and

intended for such purposes, and such easements shall be for the use and benefit of the Unit Owners, his or her agents, servants, tenants, family members, customers, invitees, and licensees. However, nothing herein shall be construed as giving or creating in any person the right to park upon any portion of Cedar Lake East except to the extent that space may be specifically designed for and/or assigned to that person for parking purposes.

11.3. Covenant. All easements, of whatever kind or character, whether heretofore or hereafter created, shall constitute a covenant running with the land, shall survive the termination of this regime, and notwithstanding any other provision of this Declaration, may not be substantially amended or revoked in a way which would unreasonably interfere with its proper and intended use and purpose, except that any easement which no longer serves its intended use may be terminated. Unit Owners do hereby designate Developer and/or Committee as their lawful attorney-in-fact to execute any and all instruments on their behalf for the purposes of creating all such easements as are contemplated by the provisions hereof.

In Witness Whereof, the "Developer" - Hansel Builders, Inc., have executed this Condominium Declaration For Cedar Lake East the day and year first above written, said Agreement having been duly adopted, as required by law on April 23, 1990.

Hansel Builders, Inc.
By Jeffrey S. Hansel, President
By Richard L. Hansel, Secretary

Duly acknowledged
April 23, 1990.

The above Condominium Declaration for Cedar Lake East is hereby approved as to form and substance by Cedar Lake Corporation, an Iowa non profit corporation.

Cedar Lake Corporation
By Michael J. Donovan, President
By LuAnn Johnson, Secretary.

Duly acknowledged
April 23, 1990

Exhibits attached are not applicable to the unit at the caption of this abstract, except for Exhibit F, which is a copy of Restated ByLaws of Cedar Lake Corporation, the same as hereinbefore shown at Entry 46, Pages 69 to 76 of previous abstract.

AGREEMENT Filed February 11, 1992

1700-1992

AGREEMENT TO ADOPT RESTRICTIVE COVENANTS

Cedar Lake Corporation, an Iowa Corporation, pursuant to Article VII, Section 2, of its Restated Declaration of Covenants, Conditions and Restrictions, does hereby amend said Declarations by the addition of the following Article VII to said Declarations, this amendment to apply to the following described property located in Dubuque County, Iowa:

Cedar Lake Addition in the City of Dubuque, Iowa according to the recorded plats thereof, subject to highway and easements of record,

This amendment having been adopted by a majority vote of a quorum of members present at a regular meeting of the Corporation after notice thereof to all members, with the specific written consent of not less than seventy-five (75%) percent of the members of said Corporation and owners of real property within Cedar Lake Addition, said written consents attached hereto and made a part hereof.

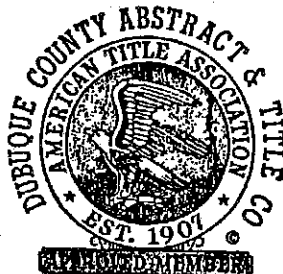
ARTICLE VIII
RESTRICTIVE COVENANTS

SECTION 1. No dwelling or basement shall be occupied as a dwelling place until such time as the exterior of said dwelling is substantially complete.

SECTION 2. The exterior of the dwelling and garage, seeding, sodding, grading and general landscaping shall be completed within twelve (12) months after excavation is commenced for construction of said dwelling. For good cause shown and upon approved application to the Homeowner's Association, Board of Directors, an extension of this completion requirement may be granted.

SECTION 3. No structure, building, trailer, or vehicle, other than a duly constructed dwelling unit, shall be used as a residence or dwelling place.

SECTION 4. No building shall be erected on any lot unless the structure shall be of a quality of design, workmanship, and materials which are compatible and harmonious with the natural setting of the area and other structures within the development. No modular or double wide homes are permitted to be placed on any lot. All structures, shall be constructed in accordance with applicable government building codes then in effect and with more reasonable restrictive standards that may be required by the Association's architectural committee.



SECTION 5. No structure, building, trailer, vehicle, garage, carport, tent or lot shall be used for the conduct of a regular, continuing, and organized business which will create additional vehicular traffic in the area, which shall include, but is not limited to, and educational institution, retail or service business, auto repair business, or licensed children's day care center, except that casual business or commerce and/or industry may be conducted in any dwelling unit and any dwelling unit may have an office in said unit; so long as such office is not noticeable from the exterior of the dwelling.

SECTION 6. No boat, snowmobile, tractor-trailer, camping or recreational trailer, motorhome, or trailer used to carry same shall be kept or stored on the premises except within the garage thereof.

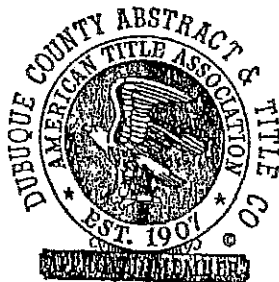
SECTION 7. No unlicensed or inoperable motor vehicle, machinery, or junk materials shall be kept upon any premises, with the exception of vehicles, machinery, or building materials used in conjunction with construction may be kept on said construction site while there are construction activities being performed thereon.

SECTION 8. No signs, billboards, or advertising devices, commercial in nature, except those used in the sale/rental of any property, shall be placed on any lot or building of said subdivision.

SECTION 9. All driveways leading from the frontage street shall be of hard surface construction.

SECTION 10. No building, fence, wall or other structure shall be commenced, erected or maintained upon nor buried under the properties, nor shall any exterior addition to or change or alteration therein be made until the plans and specifications showing the nature, kind, shape, height, materials and location of the same have been submitted in writing as to harmony of exterior design and location in relation to surrounding structures and topography to the duly appointed architectural committee and approved by the Board of Directors. Said approval shall not be unreasonably withheld.

SECTION 11. No animals including, but not limited to, chickens, fowl, livestock of any kind may be raised or kept on any premises. As an exception thereto, dogs, cats, or any domesticated pets may be raised or kept in the subdivision if the owners comply with any other relevant subdivision rules and city ordinances. However the breeding, raising, keeping, or any such animals for commercial purposes is prohibited.



Lot 1 Block 1

Michael McCollium, husband

Linda McCollium, wife

Lot 2 Block 1

/s/ Robert L. McGuire,
Robert L. McGuire, husband

/s/ Joanne M. McGuire
Joanne M. McGuire, wife

Lot 3 Block 1

/s/ Delbert H. Winner
Delbert H. Winner, husband

/s/ Sharon R. Winner
Sharon R. Winner, wife

Lot 4 Block 1

/s/ Cletus J. Golinvaux
Cletus J. Golinvaux, husband

/s/ Phyllis J. Golinvaux
Phyllis J. Zwack, wife
(Golinvaux)

Lot 5 Block 1

/s/ Jeffrey S. Hansel,
Jeffrey S. Hansel, husband

/s/ Julie M. Hansel
Julie M. Hansel, wife

Lot 6 Block 1

Craig J. Westermeyer, husband

Mary K. Hohman, wife

Lot 7 Block 1

/s/ Jack Calhoun,
Jack Calhoun, husband

/s/ Gina Calhoun
Gina Calhoun, wife

Lot 8 Block 1

Kevin M. Botsford, husband

Deborah L. Botsford, wife

Lot 9 Block 1

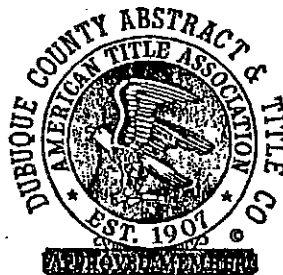
Mark Townsend, husband

/s/ Kathy Townsend
Kathy Townsend, wife

Lot 10 Block 1

/s/ Samuel P. Peery,
Samuel P. Peery, husband

/s/ Debra A. Peery
Debra A. Peery, wife



Lot 1 Block 2

/s/ Tim Schutt
Tim Schutt, husband

/s/ Stephanie Schutt
Stephanie Schutt, wife

Lot 2 Block 2

/s/ Robert E. Biver
Robert E. Biver, husband

/s/ Linda L. Biver
Linda L. Biver, wife

Lot 3 Block 2

/s/ Gregory L. Reddick
Gregory L. Reddick, husband

/s/ Karen R. Reddick,
Karen R. Reddick, wife

Lot 4 Block 2

/s/ John R. Schumacher
John R. Schumacher, husband

/s/ Mary M. Schumacher
Mary M. Schumacher, wife

Lot 5 Block 2

/s/ Gregory P. Nauman,
Gregory P. Nauman, husband

/s/ Michelle M. Nauman
Michelle M. Nauman, wife

Lot 6 Block 2

/s/ Keith K. Brandt
Keith Brandt, husband

/s/ Cheryl Brandt
Cheryl Brandt, wife

Lot 7 Block 2

/s/ Steven Wedderspoon
Steven Wedderspoon, husband

/s/ Shirley A. Wedderspoon
Shirley A. Wedderspoon, wife

Lot 8 Block 2

/s/ Michael J. Donovan,
Michael J. Donovan, husband

/s/ Rebecca L. Donovan
Rebecca L. Donovan, wife

Lot 9 Block 2

/s/ Gordon P. Vetsch,
Gordon P. Vetsch, husband

/s/ Cheryl L. Vetsch,
Cheryl L. Vetsch, wife

Lot 10 Block 2

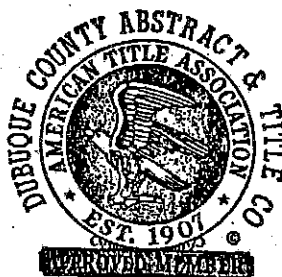
/s/ Darrell R. Vrchoticky
Darrel R. Vrchoticky, husband

/s/ Carol L. Vrchoticky
Carol L. Vrchoticky, wife

Lot 11 Block 2

/s/ Dean Burkel
Dean Burkel

/s/ Nancy Richter
Nancy Richter



Lot 1 Block 3

/s/ Scott J. Taylor
Scott J. Taylor, husband

Rhonda M. Taylor, wife

Lot 2 Block 3

/s/ Waldon Gratopp
Waldon Gratopp, single

Lot 3 Block 3

/s/ Rob J. Wardlow
Rob Wardlow, husband

/s/ Doris Josten Wardlow
Doris Wardlow, wife

Lot 4 Block 3

/s/ Alice Amling
Alice E. Amling, single

Lot 5 Block 3

/s/ Robert Stoffel,
Robert Stoffel, husband

/s/ Barbara A. Stoffel
Barbara A. Stoffel, wife

Lot 6 Block 3

/s/ James A. Johnson
James A. Johnson, husband

/s/ LuAnn Johnson
LuAnn Johnson, wife

Lot 7 Block 3

/s/ Bruce A. Hallahan
Bruce A. Hallahan, husband

/s/ Suzan M. Martin
Suzan M. Martin, wife

Lot 2 Block 4

/s/ Margaret A. Kircher
Margaret A. Kircher, single

Lot 3 Block 4

/s/ James J. Small,
James J. Small, husband

/s/ Julie Small,
Julie K. Small, wife

Lot 14 of the Subdivision of Lots 4, 5 and 6 of Block 4

/s/ John R. Priest
John R. Priest, husband

/s/ Wendy L. Priest,
Wendy L. Priest, wife

Lot 1 Block 5

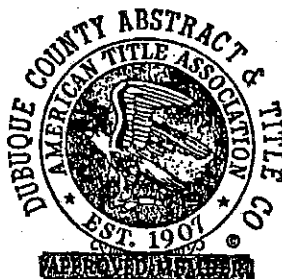
/s/ Michael J. Gansemer,
Michael J. Gansemer, husband

/s/ Julie Lister Gansemer
Julie Ann Lister, wife

Lot 3 Block 5

/s/ Patrick J. Murphy
Patrick J. Murphy, husband

/s/ Christine Murphy
Christine Murphy, wife



Lot 4 Block 5

/s/ Forest D. Kettering /s/ Susan D. Kettering
Forest D. Kettering, Jr. husband Susan D. Kettering, wife

Lot 5 Block 5

/s/ Dan Dunham /s/ Candy Dunham
Dan Dunham, husband Cancy Dunham, wife

Lot 6 Block 5

/s/ Patrick J. McAndrew /s/ Catherine Ann Leibfried
Patrick J. McAndrew Catherine Ann Leibfried

Lot 7 Block 5

/s/ John R. Tschiggfrie, /s/ Diane M. Tschiggfrie
John R. Tschiggfrie, husband Diane M. Tschiggfrie, wife

Lot 1 of Cedar Lake East, First Addition

Unit A

Phil Lochner, husband Dorothy Lochner, wife

Unit B

/s/ Ramah Besler, _____
Ramah Besler, single

Unit C

Cliff Walsh, husband Isabelle Walsh, wife

Unit D

/s/ Bonnie Comer _____
Bonnie Comer, single

Lot 2 of Cedar Lake East, First Addition

Unit A

Mayhew Bennett, husband Rita Bennett, wife

Unit B

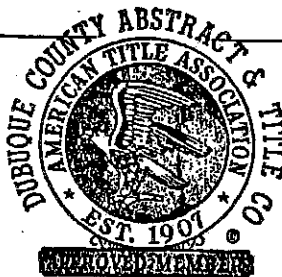
Carole Hanten, single _____

Unit C

/s/ Mark MacNider Kriste MacNider
Mark MacNider, husband Kristi MacNider, wife

Unit D

Dick Hansel, husband Charlene Hansel, wife



Block 1, Cedar Lake East, Second Addition

Unit A

/s/ Jim George
Jim George, single

Unit B

Joyce Fowler, single

Unit C

Elaine A. Barwick-Cox, single

Unit D

/s/ Sidney Blum
Sidney Blum, single

Lot 1 of Block 2

Unit A

/s/ W. H. Thul
William H. Thul, husband

/s/ Suzanne M. Thul
Susan M. Thul, wife

Unit B

/s/ Jeffrey S. Hansel
Jeffrey Hansel,
President & Secretary
Hansel Builders, Inc.

Unit C

/s/ Frank P. Donner
Frank P. Donner, husband

/s/ Ruth E. Donner
Ruth E. Donner, wife

Unit D

/s/ Paul A. Meyers
Paul A. Meyers, husband

/s/ Ruth Kane Meyers
Ruth Kane Meyers, wife

Lot 2 of Block 2

Unit A

/s/ Jeffrey S. Hansel
Jeffrey Hansel,
President & Secretary
Hansel Builders, Inc.

Unit C

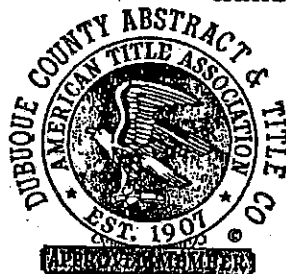
/s/ Jeffrey S. Hansel
Jeffrey Hansel
President & Secretary,
Hansel Builders, Inc.

Unit B

/s/ Jeffrey S. Hansel
Jeffrey Hansel,
President & Secretary
Hansel Builders Inc.

Unit D

/s/ Jeffrey S. Hansel,
Jeffrey Hansel,
President & Secretary
Hansel Builders Inc.



Lot 3 Block 2

Unit A

/s/ Jeffrey S. Hansel
Jeffrey Hansel
President & Secretary
Hansel Builders, Inc.

Unit B

/s/ Jeffrey S. Hansel
Jeffrey Hansel
President & Secretary
Hansel Builders, Inc
Lot 4 of Block 2

Unit A

/s/ Jeffrey S. Hansel
Jeffrey Hansel
President & Secretary
Hansel Builders, Inc

Unit B

/s/ Jeffrey S. Hansel
Jeffrey Hansel
President & Secretary
Hansel Builders, Inc.

Lot 5 of Block 2

Units A through J (10 Units)

/s/ Jeffrey S. Hansel
Jeffrey Hansel
President & Secretary
Hansel Builders, Inc.

Lot 7 of Block 3, except the North 7 feet thereof; Lot 8 of Block 3, Lot 9 of Block 3, Lot 2 of Block 5, all in Cedar Lake Addition; Lot 1, Lot 2, Lot 3, Lot 4, Lot 6, Lot 7 and Outlot A of Obeche Court Replat

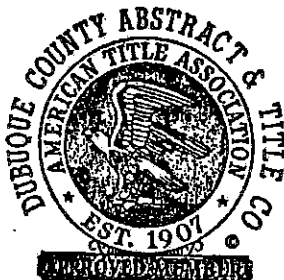
Cedar Lake Land Company, an Iowa General Partnership

/s/ Gregory P. Nauman,
By Gregory P. Nauman, Partner

/s/ Michelle M. Nauman, wife

/s/ Paul J. Fitzsimmons
Paul J. Fitzsimmons
Partner

/s/ Elizabeth M. Fitzsimmons
Elizabeth M. Fitzsimmons



Block 2 of Cedar Lake East, Second Addition,
Lot 3 of Cedar Lake East, First Addition,
Block 12 of Cedar Lake Addition, Block 13
of Cedar Lake Addition

Hansel Builders, Inc.

/s/ Jeffrey S. Hansel,
Jeffrey S. Hansel, President & Secretary

Blocks 7, 8 and 11 of Cedar Lake Addition

Cedar Lake Corporation

/s/ Michael J. Donovan /s/ Julie Small
Michael J. Donovan, President Julie Small, Secretary

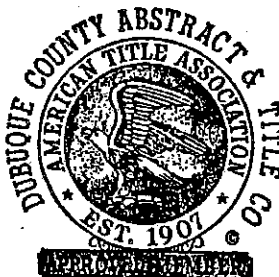
In Witness Whereof, the above set forth Amendment to the Restated Declaration of Covenants, Conditions and Restrictions having been duly adopted as required by law and approval by not less than 75% of the Lots, and as required by the Restated Declaration of covenants, attached to this Amendment is an instrument signed by the Owners of not less than 75% of the Lots approving said Amendment.

Hansel Builders Inc.
By Jeffrey S. Hansel,
President & Secretary

Acknowledged Dec. 16, 1991

Cedar Lake Corporation
By Michael J. Donovan,
President
By Julie Small,
Secretary

Acknowledged Dec. 16, 1991



-52-

MORTGAGE
6476-1994

Hansel Builders, Inc.) Dated April 29, 1994
By Jeffrey S. Hansel) Filed May 3, 1994
President) To Secure \$50,000.00
)
to) On Lot 3 of Cedar Lake - East
) First Addition, in the City of
American Trust & Savings Bank) Dubuque, Iowa, according to
) the recorded plat thereof,
subject to easements and restrictions of record,

-53-

RELEASE
11555-1994

American Trust & Savings Bank) Dated August 19, 1994
Of Dubuque, Iowa) Filed August 23, 1994
By Nicholas J. Schrup III)
Senior Vice-President) Release of a certain
By Patrick H. McGraw) Mortgage dated April
Executive Vice-President) 29, 1994 executed by
(Corp Seal)) Hansel Builders, Inc.
) and recorded as Instrument
to) No. 6476-1994 of the records
) of Dubuque County, Iowa.
Hansel Builders, Inc.)

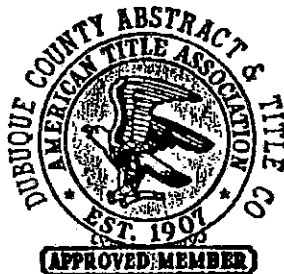
-54-

PLAT

Filed July 29, 1994

10644-1994

(See Copy Of Plat On The Following Page).



**SUBDIVISION OF LOT 3 OF
CEDAR LAKE - EAST
FIRST ADDITION
IN THE
CITY OF DUBUQUE, IOWA**

JULY, 1994

PLATTER: HANSEL BUILDERS INC.
LETTYEY S. HANSEL
PRESIDENT AND SECRETARY
385 CEDAR CROSS ROAD
DUBUQUE, IOWA 52003

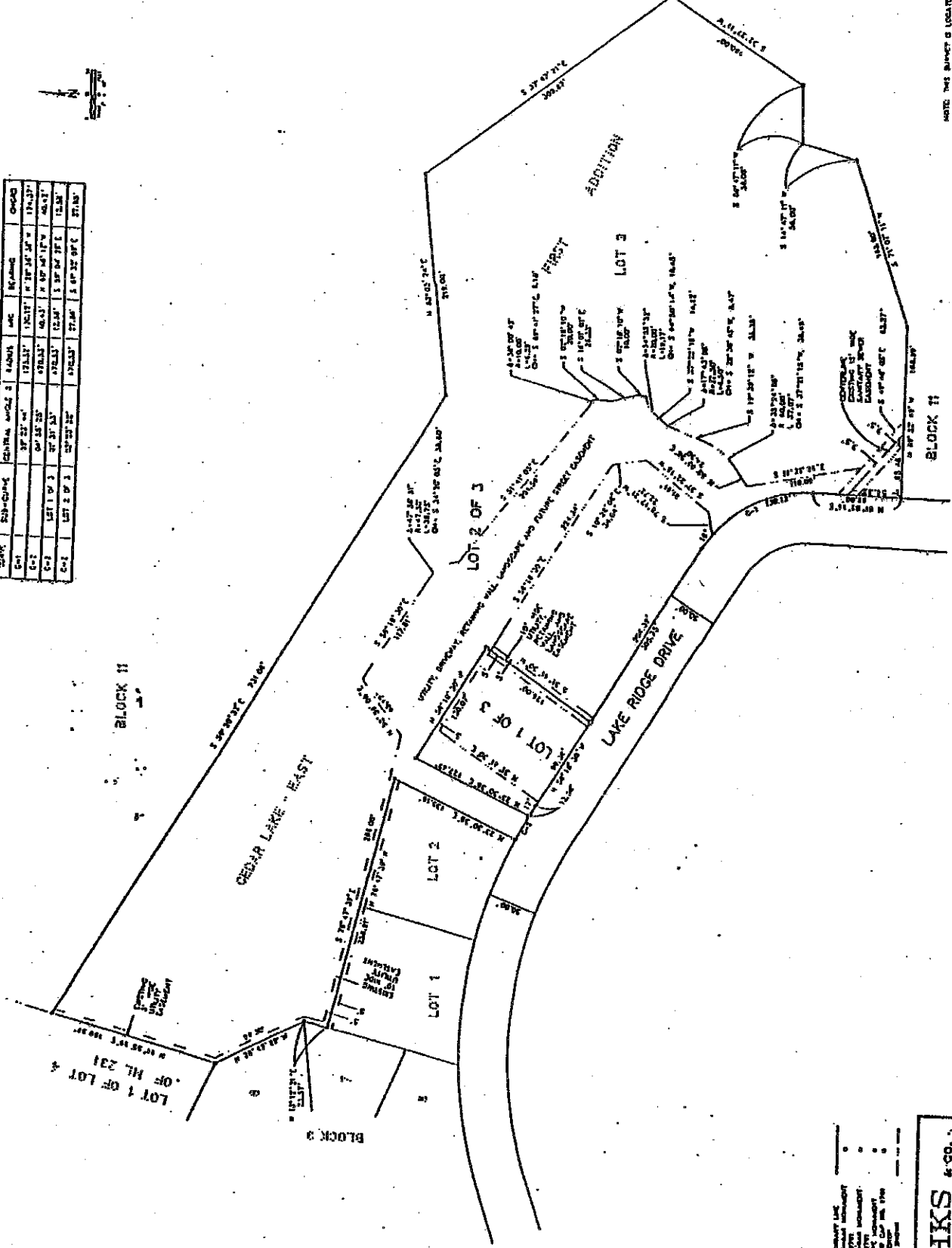
DESCRIPTION:
LOT 3 OF CEDAR LAKE - EAST FIRST ADDITION
IN THE CITY OF DUBUQUE, IOWA
AS SHOWN ON MAPS FILED FOR RECORD IN THE
OFFICE OF THE COUNTY CLERK.

AREA
LOT 1 OF 3 0.33 ACRES
LOT 2 OF 3 7.50 ACRES
TOTAL AREA 7.83 ACRES



NOTICE: THIS MAP IS LOCATED IN SECTION 27
AND SECTION 28, T48N, R15E OF THE 18TH PM.
DATE: July 27, 1994
BY: [Signature]

CURVE	200-CHORD	CENTRAL ANGLE	CHORD BEARING	ARC BEARING	CHORD
C-1	37' 23" 00"	173.131°	N 37° 23' 00" W	S 173.131° E	134.131'
C-2	50' 28' 23"	97.843°	N 50° 28' 23" W	S 97.843° E	100.111'
C-3	121' 1' 0" 3"	112.131°	N 121° 01' 03" W	S 112.131° E	121.131'
C-4	121' 1' 0" 3"	112.131°	N 121° 01' 03" W	S 112.131° E	121.131'



W.H.K.S. & CO.
PLAT NO. 15813

SUBDIVISION OF LOT 3 OF CEDAR LAKE - EAST FIRST ADDITION
IN THE CITY OF DUBUQUE, IOWA

SURVEYOR'S CERTIFICATE

I, Lawrence A. Boyer, a duly Registered Land Surveyor authorized to practice in the State of Iowa, do hereby certify that at the instance and request of HANSEL BUILDERS INC., an Iowa corporation, Jeffrey S. Hansel, President and Secretary, I surveyed the following described tract of real estate located in the City of Dubuque, Dubuque County, Iowa, To Wit:

LOT 3 of CEDAR LAKE - EAST FIRST ADDITION in the City of Dubuque, Dubuque County, Iowa, subject to easements of record.

for the purpose of dividing and platting said real estate, henceforth to be known as Lots 1 and 2 of Lot 3 of CEDAR LAKE - EAST FIRST ADDITION in the City of Dubuque, Iowa, the plat of which is attached hereto and made a part of this certificate; that the said real estate was surveyed by me in July, 1994, and staked out and platted into lots as shown on said plat; that said plat sets forth the boundaries thereof, and the size and dimensions of all lots in accordance with said survey; that the corners of all lots are marked or are to be marked prior to June 1, 1995, with iron T-bar monuments and caps bearing the number 9761, and all dimensions on said plat are shown in feet and decimals thereof.

IN WITNESS WHEREOF I have hereunto signed my name and affixed my seal this 22nd day of July, 1994.



WHKS & Co.

Lawrence A. Boyer
Lawrence A. Boyer
Registered Land Surveyor No. 9761
120 Bryant Street
Dubuque, Iowa 52003



PROJECT 4569.0

SHEET 2 OF 2

SUBDIVISION OF LOT 3 OF CEDAR LAKE - EAST FIRST ADDITION
IN THE CITY OF DUBUQUE, IOWA

DUBUQUE, IOWA

July 26th, 1994

The foregoing plat of the subdivision of Lot 3 of CEDAR LAKE - EAST FIRST ADDITION in the City of Dubuque, Iowa and the foregoing survey of

Lot 3 of CEDAR LAKE - EAST FIRST ADDITION in the City of Dubuque, Dubuque County, Iowa, subject to easements of record.

and which will hereafter be known as Lots 1 and 2 of Lot 3 of CEDAR LAKE - EAST FIRST ADDITION in the City of Dubuque, Iowa, and as appears on said plat, is made with the free consent and in accordance with the desires of the undersigned owner and proprietor of said real estate.

HANSEL BUILDERS INC.

By: Jeffrey S. Hansel
Jeffrey S. Hansel
President and Secretary

NOTARY CERTIFICATE

STATE OF IOWA)
) ss.
COUNTY OF DUBUQUE)

On this 26th day of July, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Jeffrey S. Hansel, to me personally known, who being by me duly sworn, did say that he is the President and Secretary of the corporation executing the within and foregoing instrument to which this is attached, that no seal has been procured by the corporation; that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that Jeffrey S. Hansel as such officers, acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by him voluntarily executed.

Gary P. Dolphin
Notary Public in the State of Iowa



SUBDIVISION OF LOT 3 OF CEDAR LAKE - EAST FIRST ADDITION
IN THE CITY OF DUBUQUE, IOWA

COUNTY AUDITOR

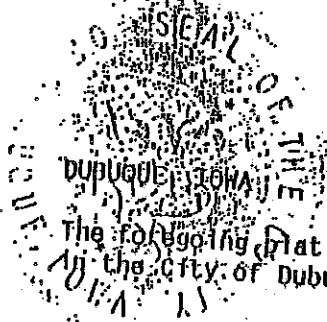
DUBUQUE, IOWA

The foregoing plat was entered of record in the office of the Dubuque
County Auditor this 21st day of July, 1994.

Donise M. Dolan
Donise M. Dolan
Auditor of Dubuque County, Iowa
James W. Power, Deputy

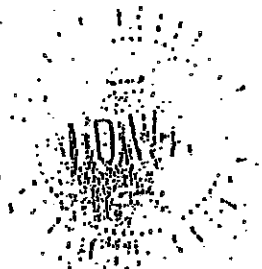
COUNTY RECORDER

July 21, 1994



The foregoing plat of the subdivision of Lot 3 CEDAR LAKE - EAST FIRST ADDITION
in the City of Dubuque, Iowa has been reviewed by the Dubuque County Recorder.

Kathy Flynn Thurlow
KATHY FLYNN THURLOW, DUB. CO. RECORDER
James W. Power, Deputy
Kathy Flynn Thurlow
Recorder of Dubuque County, Iowa



ASSESSOR

DUBUQUE, IOWA

The foregoing plat was entered of record in the office of the Dubuque City
Assessor this 21st day of July, 1994.

Frank L. Frost

Frank L. Frost
Assessor of the City of Dubuque, Iowa

MORTGAGEE CERTIFICATE

To Whom it May Concern:

This will certify that Richard V. Hansel and Charlene L. Hansel, husband and wife, as Mortgagees of the property shown on the foregoing plat of Lot 3 of Cedar Lake - East First Addition in the City of Dubuque, Dubuque County, Iowa, subject to easements of record, hereby consents to such platting by the Mortgagor, Hansel Builders, Inc., and releases from their mortgages all streets, easements and other areas to be conveyed or dedicated to the local governmental unit which such land is located.

Richard V. Hansel
Richard V. Hansel

Charlene L. Hansel
Charlene L. Hansel

STATE OF Iowa, Dubuque COUNTY, ss:

On this 28 day of July, 1994, before me the undersigned, a Notary Public in and for the State of Iowa, personally appeared Richard V. Hansel and Charlene L. Hansel, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

[Signature]
Notary Public in and for the
State of Iowa
Expires 2-7-97



karen\wp\hansel.mo.Cer



CITY OF DUBUQUE, IOWA
PLANNING SERVICES DIVISION
CERTIFICATE

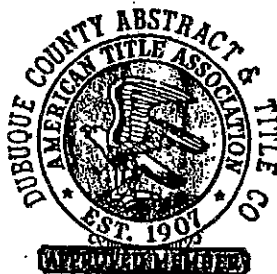
Dubuque, Iowa
Date 7-28-94

The foregoing plat, a simple division of Lot 3 of CEDAR LAKE - EAST
FIRST ADDITION

_____ in the City of Dubuque, Iowa, or within the two mile jurisdiction of the City of Dubuque, Iowa, as defined under Section 409A of the Code of Iowa, has been reviewed by the City Planner, (or designee) of the City of Dubuque in accordance with Chapter 42 of the City of Dubuque Code of Ordinances, and said approval has been endorsed herein on the date first written above.



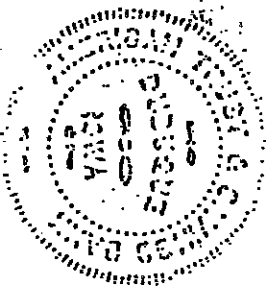
Planning Services Division, City of Dubuque, Iowa
City Planner or Designee



MORTGAGEE CERTIFICATE

To Whom it May Concern:

This will certify that American Trust & Savings Bank, an Iowa corporation, as Mortgagee of the property shown on the foregoing plat of Lot 3 of Cedar Lake - East First Addition in the City of Dubuque, Dubuque County, Iowa, subject to easements of record, hereby consents to such platting by the Mortgagor, Hansel Builders, Inc., and releases from its mortgages all streets, easements and other areas to be conveyed or dedicated to the local governmental unit which such land is located.



AMERICAN TRUST & SAVINGS BANK

By: [Signature]
Nicholas J. Schrup III
Its: Senior Vice President
By: [Signature]
William D. Schrup
Its: Senior Vice President

STATE OF IOWA)
DUBUQUE COUNTY) ss:

On this 28th day of July, 1994, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Nicholas J. Schrup III and William D. Schrup, to me personally known, who being by me duly sworn, did say that they are the Senior Vice President and Senior Vice President respectively, of the corporation executing the within and foregoing instrument to which this is attached, that the seal affixed thereto is the seal of said corporation and signed and sealed on behalf of the corporation; that said instrument was signed and sealed on behalf of the corporation by authority of its Board of Directors; and that Nicholas J. Schrup and William D. Schrup as officers acknowledged the execution of the foregoing instrument to be the voluntary act and deed of the corporation, by it and by them voluntarily executed.

[Signature]
Notary Public in and for the
State of Iowa
[Seal]

karen\wp\atsbhans.cer

MORTGAGE

11367-1994

Hansel Builders, Inc.) Dated August 16, 1994
 By Jeffrey S. Hansel, President) Filed August 17, 1994
 to) To Secure \$550,000.00
)
 American Trust & Savings Bank) On Lot 2 of Lot 3 of Cedar Lake -
) East First Addition, in the City
 of Dubuque, Iowa, according to the recorded plat thereof,
 subject to easements and restrictions of record,

RELEASE

6333-1999

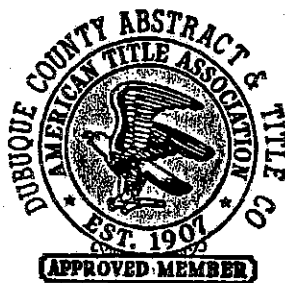
American Trust & Savings Bank) Dated April 7, 1999
 Dubuque, Iowa) Filed April 15, 1999
 By Timothy R. German)
 Vice President) Release of a certain mortgage dated
 By Victoria J. Richter) August 16, 1994 and recorded as
 Vice President) Instrument No. 11367-1994.
 (Corp. Seal))
)
 to)
)
 Hansel Builders, Inc.)

PLAT

Filed August 28, 1995

8871-1995

(See copy of plat on the following page)



DECLARATION

Filed January 6, 2000

225-2000

SUBMISSION TO THE CONDOMINIUM DECLARATION FOR CEDAR LAKE EAST

The Developer of Cedar Lake East reserved the right to add additional real estate to the previously filed Condominium Declaration for Cedar Lake East. The real estate known as:

Lot Four (4) of Cedar Lake - East Third Addition, in the City of Dubuque, Iowa, according to the recorded plat there of, subject to easements and restrictions of record,

is hereby submitted and subjected to the provisions of the Condominium Declaration for Cedar Lake East, dated April 23, 1990, and file April 25, 1990, as Instrument No. 3220-1990, in the records of the Dubuque County Recorder.

Attached, and by this reference incorporated herein, are Exhibits A (Material and Unit Description), B (Plot Plan), C (Floor Plans), D (Percentage Ownership), and E (Architectural Committee Approval).

All other provisions of the original Condominium Declaration for Cedar Lake East are continued in full force and effect for the units submitted hereby, and are subject to the use, occupancy, and regulations as provided in the Condominium Declaration for Cedar Lake East and associated documents. Declarant continues to reserve the option and right to add additional real estate as provided in the original Condominium Declaration for Cedar Lake East.

Richard V. Hansel
Richard V. Hansel, Husband

Charlene L. Hansel
Charlene L. Hansel, Wife

STATE OF IOWA)
) ss:
COUNTY OF DUBUQUE)

On this 30th day of December, 1999, before me, the undersigned, a Notary Public in and for the said State, personally appeared Richard V. Hansel and Charlene L. Hansel, to me known to be the persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Janet M. Edgar
Notary Public in and for said State



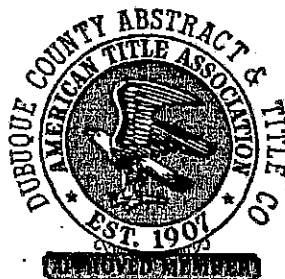
Exhibit "A"

Material and Unit Description

Lot Four (4) of Cedar Lake - East Third Addition, in the City of Dubuque, Iowa, according to the recorded plat there of, subject to easements and restrictions of record.

The building has characteristics as described in this section. The building is two stories in height plus a full walkout basement level. The walkout level has exposure on two sides. The building consists five units.

- I. Foundation: The foundation consists of poured concrete footing, and walls as follows:
 - A. Footings:
 1. 20"x8" Poured Concrete with 2- #4 steel reinforcing bar continuous.
 2. 16"x12" Thickened Slab with 2- #4 steel reinforcing bar continuous under interior load bearing walls.
 - B. Walls:
 1. Frost Walls:
 - a) 4' x 8" Poured concrete with 2 rows #2 steel reinforcing bar continuous.
 - b) 6' x 8" Poured concrete with 3 rows #2 steel reinforcing bar continuous.
 2. Foundation Walls: 10'x10" and 10'x8" Poured concrete with 6 rows #5 steel reinforcing bar continuous.
 - C. Foundation drainage:
 1. Wall coating to grade with damp proofing
 2. Drain tile on exterior and interior of all below grade foundation walls.
 3. 1" clean stone.
 - a) 24" Minimum coverage on exterior.
 - b) Interior coverage as required.
- II. Floor Systems
 - A. Basement Level: (Walk Out Basement level) 4" Poured concrete with visqueen vapor barrier and 4" of 1" clean stone under. Steel mess under all garage floors.
 - B. First Floor: Consists of engineered floor trusses with 3/4" tongue and grooved OSB subfloor covered with 3/4" poured Gypcrete. 6" fiberglass insulation is used

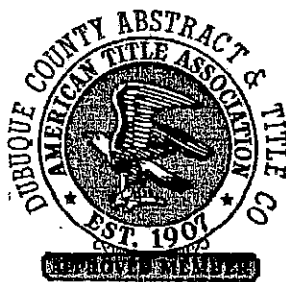


between the floor trusses. Ceiling consist of ½" sound board and ½" sound channel with 5/8" type "X" firecore drywall attached to channel then taped, textured and painted. Garage floors are 4" concrete with steel mess slopped to garage door. Unit "C" garage is 8" reinforce concrete deck.

- C. Second Floors: Consists of engineered floor trusses with 3/4" tongue and grooved OSB subfloor covered with 3/4" poured Gypcrete. 6" fiberglass insulation is used between the floor trusses. Ceiling consist of ½" sound board and ½" sound channel with 5/8" type "X" firecore drywall attached to channel then taped, textured and painted.

III. Exterior Walls.

- A. Basement Level: (walkout basement level):
1. Below Grade Walls -Concrete as described in Foundation Section.
 2. 2x6's 16" On Center wood frame:
 - a) Lateral Bracing- metal let in corner bracing or 5/8" fire rated Plywood.
 - b) Exterior sheathing- 5/8" type "X" firecore Gypsum on all areas not covered by fire fated plywood.
 - c) Exterior Cover- 4/4 Steel siding.
 - d) Interior Cover- 5/8" type "X" firecore taped, textured and painted.
 - e) 6" Fiberglass Batt Insulation between framing members covered with visqueen barrier.
- B. First Floor: 2x4's 16" On Center Wood Frame:
1. Lateral Bracing- metal let in corner bracing or 5/8" fire rated Plywood.
 2. Exterior sheathing- 5/8" type "X" firecore Gypsum on all areas not covered by fire fated plywood.
 3. Exterior Cover- 4/4 Steel siding.
 4. Interior Cover- 5/8" type "X" firecore taped, textured and painted.
 5. 3 5/8" Fiberglass Batt Insulation between framing members covered with visqueen barrier.
- C. Second Floor: 2x4's 16" On Center Wood Frame:
1. Lateral Bracing- metal let in corner bracing or 5/8" fire rated Plywood.
 2. Exterior sheathing- 5/8" type "X" firecore Gypsum on all areas not covered by fire fated plywood.
 3. Exterior Cover- 4/4 Steel siding.
 4. Interior Cover- 5/8" type "X" firecore taped, textured and painted.
 5. 3 5/8" Fiberglass Batt Insulation between framing members covered with visqueen barrier.

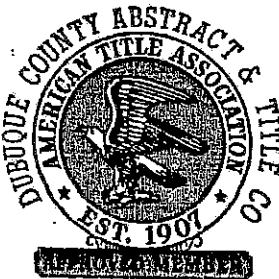


- IV. Interior Walls All Levels 2x4 and/or 2x6 16" On Center Wood Frame with drywall covering taped, textured and painted. (All common walls have 1/2" sound channel and/or sound board on one or both sides with 3 5/8" fiberglass insulation between frame members.)
- V. Roof System Wood frame engineered roof trusses with 1/2" OSB roof sheathing covered with asphalt shingles. Aluminum fascia and soffit. Gutters and downspouts are not standard or included. Ceiling consists of 5/8" Type "X" Firecore drywall taped, textured and painted with 12" fiberglass insulation above.

The building consists of five (5) units' "A", "B", "C", "D", and "E", three double car garages, four single car garages, common entry, common halls, common stairway and storage closets.

Unit "A". Located on the first floor in northwest corner of the building with an area of approximately 1,717 sq. ft. Consisting of a kitchen, breakfast nook, dining room, sunroom, living room, den, two bedrooms, walk-in closet, two bathrooms, utility room and outside balcony. Condominium Dwelling Unit "A" also consists of a double car garage located in the southwest front corner of the building which is approximately 478 sq. ft. in area. Condominium Dwelling Unit "A" also includes a storage room, located on the Basement Level under the garage of Unit "C", of approximately 190 sq. ft. and is accessible from the Basement Level common hall and stairs. Condominium Dwelling Unit "A" has immediate access to the common entry hall and common garage entry hall.

Unit "B". Located on the first floor on the east side of the building with an area of approximately 1,550 sq. ft. consisting of a kitchen, breakfast nook, dining room, living room, two bedrooms, walk-in closet, two bathrooms, utility room, sunroom and an outside balcony. Condominium Dwelling Unit "B" also consists of two single car garages one located on the first floor next to Unit "A" on the west side of the building which is approximately 235 sq. ft. in area, the other is located on the Basement Level, on the east side of the building, between Unit "D" Garage and Dwelling Unit "E" which is approximately 325 sq. ft. in area. Condominium Dwelling Unit "B" also includes a storage room, located on the Basement Level under the garage of Unit "C", which is approximately 180 sq. ft. and is accessible from the Basement Level common hall and stairs. Condominium Dwelling Unit "B" has immediate access to the common entry hall and common garage entry hall.



Unit "C". Located on the second floor in the northwest corner of the building with an area of approximately 2,180 sq. ft. Consisting of a kitchen, breakfast nook, dining room, living room, den, sunroom, two bedrooms, one walk-in closet, master bedroom sitting room, two bathrooms, storage room, and a utility room. Condominium Dwelling Unit "C" also consists of a double car garage located in the front center of the building which is approximately 420 sq. ft. in area. Condominium Dwelling Unit "C" has immediate access to the second floor common entry hall and stairs leading to the first floor common entry hall and common garage entry hall.

Unit "D". Located on the second floor on the east side of the building with an area of approximately 1,550 sq. ft. Consisting of a kitchen, breakfast nook, dining room, living room, two bedrooms, walk-in closet, two bathrooms, utility room, sunroom and an outside balcony. Condominium Dwelling Unit "D" also consists of two single car garages one located on the first floor in the center of the east side of the building between the garages of Condominium Dwelling Unit "B" and Condominium Dwelling Unit "A" which is approximately 235 sq. ft. in area, the other is located in the Basement Level next to Unit "B" Garage on the southeast side of the building, and is approximately 325 sq. ft. in area. Condominium Dwelling Unit "D" also consists of a storage room of approximately 125 sq. ft. located on the second floor across from Unit "D" Entry door. Condominium Dwelling Unit "D" has immediate access to the second floor common entry hall and stairs leading to the first floor common entry hall and common garage entry hall.

Unit "E". Located in the walkout basement level (Basement Level) on the north (rear) of the building with an area of approximately 2,170 sq. ft. consisting of a kitchen, breakfast nook, dining room, living room, den/library, entry foyer, utility room, furnace room, two bedrooms, master bedroom sitting room, walk-in closet, two and one half baths, storage area, and an outside balcony. Condominium Dwelling Unit "E" also consists of a double car garage located on the Basement Level (adjacent to the entry foyer) which is approximately 568 sq. ft. in area. Condominium Dwelling Unit "E" has immediate access to the Basement Level common hall and stairs leading to the first floor common entry hall. In addition it has its own private entry on the Basement Level north side of the building next to the driveway.

The building and lot characteristics are similar to the previous condominium buildings and lots Existing in Cedar Lake East but are not identical in all features, sizes, options, fixtures, landscaping details, construction specifications, and various other details and shall not be construed to be identical for any purposes.

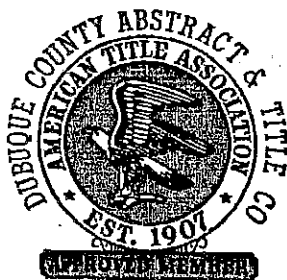


Exhibit "D"

Percentage Ownership in Building

Lot Four (4) of Cedar Lake - East Third Addition, in the City of Dubuque, Iowa,
according to the recorded plat there of, subject to easements and restrictions of record.

Unit Number	Percentage Ownership in Building
"A"	20%
"B"	17%
"C"	23%
"D"	18%
"E"	22%
Total of Building	100%

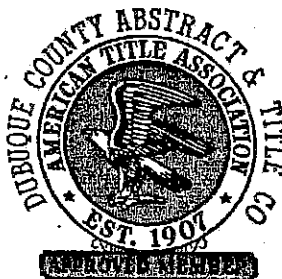


Exhibit "E"

Cedar Lake Association
Architectural Committee Approval

It shall hereby be understood that the Board of Directors and the architectural Committee of Cedar Lake Corporation have approved the structure commonly referred to as Condo Number Ten (10), located on the real estate known as:

Lot Four (4) of Cedar Lake - East Third Addition, in the City of Dubuque, Iowa, according to the recorded plat there of, subject to easements and restrictions of record,

as built by R. L. Hansel Construction and owned by Richard V. & Charlene Hansel.

By: John Schumacher President
By: Rhonda Taylor Treasurer

STATE OF IOWA)
) ss.
COUNTY OF DUBUQUE)

On this 4th day of January, 2000 before me, the undersigned, a Notary Public in and for the State of Iowa personally appeared John Schumacher and Rhonda Taylor, to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer, respectively of CEDAR LAKE CORPORATION executing the within and foregoing instrument, that no seal has been procured by the said corporation; that said instrument signed on behalf of said corporation by authority of its Board of Directors, and that the said John Schumacher and Rhonda Taylor as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by them voluntarily executed.

[Signature]

Notary Public in and for the State of Iowa

