

Plumwood Terrace Condominiums

Owner Documents

- Articles of Incorporation
- The Declaration of Submission of Property to the Horizontal Property Regime.
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DECLARATION OF SUBMISSION OF PROPERTY

TO HORIZONTAL PROPERTY REGIME

PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Imperial Investment Company, a partnership, being the holder of record title to the following described real property located in the city of Urbandale, County of Polk, State of Iowa, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE, an Official Plat, now included in and forming a part of the city of Urbandale, Iowa.


hereby states and declares that the land described herein is submitted to condominium ownership, pursuant to Chapter 499B of the Code of Iowa, entitled Horizontal Property Act (Condominiums), the same to take effect when filed for record in the office of the recorder of Polk County, Iowa.

ARTICLE I.

DEFINITIONS

The terms employed shall have the meanings given them in chapter 499B, Code of Iowa, unless it is plainly evident from the context that a different meaning is intended. Certain definitions of terms used herein are as follows:

1. Apartment or Unit. The terms "apartment" or "unit" are used interchangeably and refer to the area between the decorated and finished interior surfaces of its perimeter walls (including windows and sliding glass doors, and including the interior surface of the exterior door(s)), and between the lower surface of the ceiling and the upper surface of the floor. A unit shall include and be defined by the above referred to surfaces and shall also include windows, sliding glass doors, heating equipment, hot water heater, plumbing and electrical fixtures located in the unit and non-load bearing partitions or walls within such area, except that all lines, wires, ducts and the like within any non-load bearing partition or wall shall be excluded and shall not constitute a part of the unit.
2. Directors. The Board of Directors of the Condominium Corporation which shall be elected by and represent the members of the Association.
3. Condominium Corporation or Association. The non-profit corporation, which shall have as its members, the owners of the units and have the function of planning operation of and provisions for the mutual services required from the corporation on behalf of the condominium unit owners, including care, extension and maintenance of the General and Limited Elements.
4. Ownership. Ownership shall include the condominium apartment that undivided interest expressed as a fraction of the General Common Elements which is assigned as a part of the ownership with the specified unit, and that interest in the Limited Common Elements, the right to which passes to the condominium unit owner by purchase of the particular unit designated in the deed.
5. Assessment. The share of the funds required for the payment of common expenses which from time to time are assessed against the unit owners by the Board of Directors of the Association.

6. Condominium Property. The land described in the Declaration and all improvements thereof, and all easements and rights appurtenant thereto intended for use in connection with the condominium and any additions thereto, pursuant to the provisions of the Declaration.
7. Developer. Imperial Investment Company, a partnership, having its principal place of business in Polk County, Iowa.
8. General Common Elements.
 - A. The land on which the building is erected.
 -  B. The foundations, floors, exterior walls of each apartment and of the building, ceilings and roofs, garbage incinerators and in general, all devices or installations existing for common use, including underground garage, swimming pool, clubhouse and tennis courts.
 - C. Compartments or installations of central services for public utilities, common heating, and refrigeration units, water tanks, pipes and pumps servicing other than one apartment.
 - D. All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits and piping, are Genreal Common Elements notwithstanding the same are located in part within a unit.

ARTICLE II.

NAME

The name by which this condominium is to be identified is PLUMWOOD TERRACE CONDOMINIUM.

ARTICLE III.

DESCRIPTION OF LAND

The legal description of land is as follows:

Lot Three in PARKVIEW NORTH PLAT ONE, an Official Plat, now included in and forming a part of the City of Urbandale, Iowa

There is attached hereto as Exhibit "A" and hereby made a part hereof, a certified plat of survey of land submitted to the horizontal property regime and a site plan showing the location and dimensions of the buildings hereby submitted to the horizontal property regime. Each exhibit shows graphically the location of the buildings and the dimensions, area and location of common elements affording access to each unit.

ARTICLE IV.

DESCRIPTION OF APARTMENT BUILDINGS

AND IDENTIFICATION OF UNITS

AND COMMON ELEMENTS

- A. The apartment buildings consist of one building three stories in height with thirty (30) units and one building three stories in height with thirty-six units. The floor plan for each unit is set forth in exhibit "B" which is attached hereto and by this reference made a part hereof and which contains the number of each unit, its location, approximate area and number of rooms.

B. The balconies appurtenant to each unit are Limited Common Elements appurtenant to each of the units as shown and are reserved for the use of the unit appurtenant thereto, to the exclusion of the other units, and there shall pass with a unit, as appurtenant thereto, the exclusive right to use the Limited Common Elements so appurtenant. The maintenance and repair of the balconies shall be performed by the association and the costs of such maintenance and repair of the balconies shall be assessed against the individual unit that such balcony is appurtenant to.

C. The extent of the condominium unit shall be limited as follows:

1. The Condominium Unit Owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, floors and ceilings surrounding the respective Condominium Unit, nor shall the owner be deemed to own pipes, wire, conduits or other public utility lines running through said respective Condominium Unit, which items are by these presents hereby made a part of the Common Elements. Said owner, however, shall be deemed to own the non-bearing walls, partitions, and lighting fixtures which are contained in said owner's respective Condominium Unit, and also shall be deemed to own the inner decorated and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, and carpeting and/or floor covering or paint and windows. The Unit owner shall have the responsibility of maintenance of this area.
2. If any portion of a Condominium Unit or Common Element encroaches upon another, a valid easement for the encroachment and the maintenance of same, so long as it stands, shall and does exist. In the event, the multi-family structure is partially or totally destroyed, and then rebuilt, encroachments of parts of the Common Elements or Condominium Units as afore-described, due to construction, shall be permitted and a valid easement for said encroachments and the maintenance thereof shall exist.
3. In connection with the floor plans and plat plan, identified as Exhibits A and B, the legend and notes thereon contained are incorporated herein and made a part hereof by reference.

D. Ownership of Common Elements. The fractional interest in the general common elements of the regime is set forth in Exhibit D which is attached hereto and by this reference made a part hereof.

E. The Common Elements are either "general common elements" or "limited common elements", and shall include those elements outlined in the definition of the term. All Common Elements are General Common Elements unless specifically set forth herein as Limited Common Elements. General Common Elements shall include driveways, parking areas for the automobiles of the Condominium Unit Owners, club house, tennis courts and swimming pool.

F. Principal materials.

See Exhibit "E" Attached

ARTICLE V.

VOTING

Subject to the provision and restrictions set forth in the By-Laws of the Association responsible for the operation of this Condominium each Condominium Unit is entitled to one vote.

ARTICLE VI.

METHOD OF AMENDMENT OF DECLARATION

A. This Declaration may be amended at any regular or special meeting of the Association of this Condominium, called in accordance with the By-Laws, by the affirmative vote of three-fourths of the Condominium Unit Owners in the Council of Unit Owners. Such amendment shall be evidenced by a Certificate executed with the formalities of a Deed, and shall include the recording date identifying this Declaration, and said Certificate shall be signed and acknowledged by any officer of the Association responsible for the operation of this Condominium. This Certificate shall become effective upon its being recorded in the Office of the Recorder of Poik County, Iowa.

B. No amendment shall change any Condominium Unit, nor its undivided share of the Common Elements, nor a Condominium Unit's proportionate share of the common expenses or common surplus, nor the voting rights pertinent to any unit, unless all record owners thereof and all record owners of liens thereon shall join in the execution of the amendment, as provided further that said amendment shall be voted on, and evidenced and recorded in the same manner as all other amendments to this Declaration. However, this paragraph is subject to the developers reserved right as to future development including the amending of this declaration and the possible change in fractional ownership in connection therewith.

C. No amendment shall change the provisions of this Declaration with respect to mortgages without the written approval of all mortgages on record.

ARTICLE VII.

BY-LAWS



The operation of the Condominium property shall be governed by the Articles of Incorporation and By-Laws of Plumwood Terrace Owners Association. The By-Laws of said Association are attached hereto marked exhibit D and by this reference made a part hereof, and the Articles of Incorporation attached hereto, marked Exhibit C and by this reference made a part hereof.

ARTICLE VIII.

MISCELLANEOUS CONDITIONS, COVENANTS AND RESTRICTIONS

- A. Assessments. The Association, through its Board of Directors shall have the power to make and collect assessments and to clean, leave, maintain, repair and replace the Common Elements, including Limited Common Elements, as provided for by the Condominium Act.
- B. Maintenance. The Board of Directors of the Condominium Corporation may enter into a contract with any firm, person or corporation, for the maintenance and repair of the Condominium Property.
- C. Liens. The Condominium Corporation shall have a lien on each condominium parcel for any unpaid Assessments, and interest thereon against the Condominium Unit Owner of such parcel, which lien shall be effective as and in the manner provided for by the Condominium Act and shall have the same priorities established by said Act. The lien of the Condominium Corporation for unpaid Assessments shall also secure reasonable attorneys fees incurred by the Association in connection with the enforcement of such lien. Nothing herein shall deprive a firm or individual mortgagee of his prior lien.

D. Occupancy and use. The Apartments and Common Elements shall be occupied and used as follows:

1. The Apartments and Common Elements shall be used and occupied solely and exclusively for the purpose of a lodging or a dwelling for the Unit Owner, his family, guests, agents and tenants, as hereinafter provided, and no Apartment, in whole or in part, shall be used for any business purpose; provided that a Unit Owner may enter into a rental agreement to lease the apartment alone or together with as many other Unit Owners who so desire; provided, however, that any rental agreement or lease is specifically made subject to this Declaration and exhibits and provided further, that the Association is hereby appointed as agent for the owner for the purposes of evictions and terminations of tenancy, and for the purpose of imposing fines and penalties.
2. No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Condominium Unit shall be used as a residence for a single family and for no other purpose. A Unit Owner may use a portion of his Apartment for an office or studio provided that the activities therein shall not interfere with the quiet enjoyment or comfort of any other Unit Owner or occupant.
3. There shall be no obstruction of the General Common Elements nor shall anything be stored in the Common Elements without the prior consent of the Directors. Each Unit Owner shall be obligated to maintain and keep in good order and repair his own Apartment.
4. The parking, storing or servicing of commercial and recreational vehicles, including but not limited to, campers, trailers, motor homes, boats, disabled vehicle heavy equipment, or large unsightly equipment is prohibited. Recreational vehicles may be brought to an Apartment only so long as is reasonably required for packing and unpacking provisions for such vehicles. This paragraph is not intended to prohibit the parking and reasonable use of any licensed motorcycles, motor-bikes, mopeds or similar vehicles on the paved areas of the property.
5. Nothing shall be done or kept in any Apartment or in the common Elements which will increase the rate of insurance of the building, or contents thereof, applicable for residential use without the prior written consent of the Directors. No Unit Owner shall permit anything to be done or kept in his Apartment or in the Common Elements which will result in the cancellation of insurance on the buildings, or contents thereof, or which would be violation of any law. No waste will be committed in the Common Elements. Exposed garbage or trash containers or incinerators shall not be allowed on the property.
6. Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings and no sign, enclosure, awning, canopy, shutter, radio or television antenna shall be affixed to or placed upon the exterior walls, balcony, or roof or Common Elements or any part thereof, without the prior consent of the Directors.
7. No animals, rabbits, livestock, fowl or poultry of any kind shall be raised, bred, or kept in any Apartment or in the Common Elements, including but not limited to dogs and cats.

8. No noxious or offensive activity shall be carried on in any Apartment or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Unit Owners or occupants, cause them embarrassment or constitute a disturbance.
9. No light shall be emitted from any Apartment which is unreasonably bright or causes unreasonable glare. No sound shall be emitted on the property which is unreasonably loud or annoying. No odor shall be emitted on the property which is noxious or offensive to others. No tent or shack or other temporary building, improvement or structure shall be placed upon the property.
10. No activities shall be conducted on the property which are or might be unsafe or hazardous to any person or to the property. Without limiting the generality of the foregoing, no firearms shall be discharged upon the property and no open fires shall be lighted or permitted on the property except cooking fires in contained barbeque units and fires required for maintenance of the property and in any and all events only when authorized by the Directors and while attended and controlled.
11. Nothing shall be done in any Apartment or in, on or to the Common Elements which will impair the structural integrity of the building, which would jeopardize the soundness or safety of the building, which would structurally change the building, except as is otherwise provided herein, or which would reduce the value of or impair easements, servitudes, rights, privileges or hereditaments belonging to or in any way pertaining to the property.
12. No clothes, sheets, blankets, laundry of any kind or other articles shall be hung out or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris and other unsightly materials.
13. No industry, business, trade, occupation or profession of any kind, commercial, religious, educational, or otherwise, designed for profit, altruism, exploration, or otherwise shall be conducted, maintained, or permitted on any part of the property, nor shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Apartment therein. The right is reserved by the Developer, or its agent, to place "For Sale" or "For Rent" signs on any unsold or unoccupied Apartments, and the right is hereby given to any mortgagee, who may become the owner of any Apartment, to place such signs on any apartment owned by such mortgagee. The right is reserved by the Developer or its agent, to use any unsold apartment or apartments for sales or display purposes.
14. Nothing shall be altered or constructed or removed from the Common Elements, except upon written consent of the Directors.
15. Additional restrictions as well as more definitive restrictions may be promulgated by the Directors after giving prior notice of such action to the Condominium Unit Owners by Mail.

16. The Directors may also promulgate penalties, both for failure to perform the restrictions set forth herein and also for failure to comply with the rules and regulations referred to in Section 15 directly above.
- E. Mortgage. No condominium Unit Owner may mortgage his Apartment or any interest therein without the approval of the Association except to a bank, life insurance company or savings and loan association. The approval of any other mortgage may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent the Developer or Association from accepting a Purchase Money Mortgage as a part of the purchase price of an Apartment, nor prevent a Condominium Unit Owner from accepting a Purchase Money Mortgage as a part of the purchase price of an Apartment, nor prevent a Condominium Unit Owner from accepting a Purchase Money Mortgage from an approved purchaser.
- F. Mortgaged Units. Should any Condominium Unit or parcel at any time become subject to a Mortgage given as security, the holder thereof, upon becoming the owner of such interest through whatever means, shall have the unqualified right to sell, lease or otherwise dispose of said Apartment or parcel, including the fee ownership thereof; provided, however, that in all respects, the provisions of the Condominium Act, shall be applicable thereto; and provided further, that nothing contained herein shall be deemed to allow or cause a severance from the Condominium Unit or the share of the Common Elements or other appurtenances of said Apartment. All provisions of a real property mortgage in favor of a Mortgagee shall take precedence over the provisions of this Declaration, particularly in terms of right to receive insurance proceeds and right to approve of companies on which insurance is written, as well as the Condominium Act requirements concerning the non-effect of prior assessments in the event of foreclosure by said Mortgagee.
- G. Developer's Reserved Rights and powers.
1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision hereof to the contrary, to sell, lease or rent units to any approved person approved by Developer and shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of units including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises, to use common elements and to show units. A sale and rental office, signs and all items and equipment pertaining to sales or rentals shall not be considered common elements and shall remain the separate property of Developer. Developer retains the right to be and remain the owner of completed but unsold units under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease.
 2. Easement. Developer expressly reserves perpetual easement for ingress, egress, and utility purposes as may be required across and under the land submitted hereby for expansion of the regime and in connection with any other development of the land described.
 3. Developer reserves the right to submit additional parcels of land to the regime together with apartments and improvements thereon as follows:

- A. Developer may, in his discretion by execution and recordation of the Supplemental Declaration, submit additional land and improvements to the regime; and

- B. Supplemental Declarations, when executed and filed pursuant to the submission of additional land and improvements to this regime, are and shall be automatically incorporated herein by reference and made a part hereof with like effect as though the buildings, land, units and other improvements had been submitted at the time of the execution of this Declaration. Supplemental Declarations shall be executed solely by the Developer, notwithstanding the ownership of units by others, and Developer shall have and exercise such right and power not only in its own capacity but also for all existing unit owners, and each unit owner does, therefore agree to such Supplemental Declaration and documents as may be necessary to add such additional land, buildings, units, and other improvements to this regime, and such additional construction by Developer shall in no way be deemed an interference with the ownership, use or enjoyment of any unit submitted to the regime or appurtenances thereto.

- C. No Supplemental Declaration shall effect the ownership unit assigned to the unit previously submitted to the regime; but the ownership units appurtenant to each unit submitted by Supplemental Declaration shall have the same use and effect as the ownership units appurtenant to each unit submitted by this Declaration.

- D. Nothing herein contained shall be construed to compel the Developer to submit additional lands to this regime nor to prevent the use of any land not hereby or hereafter incorporated into this regime for such purposes as they desire and as may be otherwise lawful.

- E. Notwithstanding the provisions in this article pertaining to future development, no change in the fractional ownership in the common elements by any future development shall be made ten (10) years after the date this declaration becomes effective.

ARTICLE IX.

PROCEDURE IN THE EVENT OF
DAMAGE OR DESTRUCTION

- A. In the event of damage or destruction by fire or other peril the same shall be promptly repaired or reconstructed in substantial conformity with the original plans and specifications with the proceeds of insurance available for that purpose, if any.
- B. X In the event the proceeds of insurance are not sufficient to repair damage or destruction as caused by any peril not herein required to be insured against, then the repair or reconstruction of the damaged common elements shall be accomplished promptly by the Association at its Common Expense and the repair or reconstruction of any condominium unit shall be accomplished promptly by the Association at the expense of the owner of the affected condominium unit. The ratable share of the expense of such repair or reconstruction may be assessed and the lien for the same shall have all the priorities heretofore provided for in this Declaration and by the By-Laws of the Association.
- C. In the event more than one-half ($\frac{1}{2}$) of the entire project is substantially damaged or destroyed by fire or other casualty and owners of three-fourths ($\frac{3}{4}$) or more of the membership units do not promptly resolve to proceed with repair or reconstruction, then and in that event the project shall be deemed to be owned in common by the owners of all of the condominium units in the same proportions as that previously established for ownership of appurtenant undivided interest in the common elements, one unit of ownership for each unit owned, and the project shall be subject to an action for partition at the suit of the owner of any condominium unit or the holder of any lien thereon, in which event the net proceeds of sale, together with the net proceeds of any insurance paid to the Association or its members in common, shall be considered as one fund and shall be divided among the owners of all the condominium units as herein provided, after first paying out of the share of the owner of any condominium unit, to the extent such share is sufficient for the purpose, all liens upon such condominium unit.

ARTICLE X.

INSURANCE PROVISIONS

- A. The Association shall obtain and maintain at all times, to the extent available, at least, the following insurance (hereinafter referred to as "Condominium Property Insurance").
1. Insurance on the Condominium Project in an amount equal to the full replacement value (i.e., 100% of replacement cost) of the Condominium Project (as determined annually by the Association) and with a replacement cost endorsement which provides for the payment of all losses without deduction or allowance for depreciation. Such coverage shall afford protection against, at least, the following:
 - (a) loss or damage by fire or other hazards covered by the standard extended coverage endorsement and additional extended coverage endorsement;
 - (b) such other risks as shall customarily be covered with respect to projects similar in construction, location and use, including, but not limited to, vandalism, malicious mischief, machinery explosion or damage, and such other insurance as the Association may from time to time determine; and

2. Public liability insurance in such amounts and in such forms as may be considered appropriate by the Association including, but not limited to, water damage legal liability, hired automobile, non-owned automobile and any and all other liability incident to the ownership and/or use of the Condominium Project or any portion thereof; and
3. Workmen's compensation insurance to the extent necessary to comply with any applicable law; and
4. Such other policies of insurance, including insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Association.

B. The premiums for the insurance coverage shall be a common expense to be paid by monthly assessments levied by the Association owners against each of the units. The premiums attributable to coverage on the condominium units and the Common Elements shall be apportioned among the units.

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

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

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

F. All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insured named thereof, including any and all mortgagees of the condominium units.

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

H. ✓ 2. Except as hereinafter provided, the Insurance Trustee named in the condominium property endorsement shall receive and hold the amount payable under the Condominium Project Insurance and apply the same to the cost of reconstruction or repair of a damaged or destroyed condominium unit. The work of repairing or reconstruction of the damaged or destroyed condominium unit shall be commenced within thirty (30) days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the condominium units was originally constructed, subject, however, to the prior written approval of the Association. The Insurance Trustee shall make available and pay to the owner the amount of insurance proceeds received by the Insurance Trustee for the reconstruction and repair of the condominium unit. The payment of the proceeds of insurance shall be made as the work progresses at such time and upon compliance by the owner with such conditions as the Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the condominium unit in a workman like manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges other than a first mortgage lien. If the cost of the reconstruction or repair exceeds the amount paid to the

Insurance Trustee, the excess shall be paid by the owner; provided, however, that if the decision to reconstruct is not made according to the terms of Article IX C hereof, Plumwood Condominium shall be considered terminated. In the event of such termination, the Board of Directors shall have the responsibility of closing out the affairs of the Condominium Project in an orderly manner. All damaged or destroyed condominium units must be repaired or restored if:

1. Less than one-half of the entire project is damaged or destroyed; or
 2. More than one-half ($\frac{1}{2}$) of the total number of condominium units are damaged or destroyed and a decision to reconstruct or rebuild damaged or destroyed condominium units is made as provided for hereinabove.
- I. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:
1. All policies shall be written with a company or companies licensed to do business in the State of Iowa.
 2. Exclusive authority to negotiate losses under said policies shall be vested in the Board of Directors or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "Insurance Trustee" and all proceeds covering any loss shall be payable to the Insurance Trustee, or to his successor. All proceeds from an insured loss under such policy shall be held for the use and benefit of the Association and the owners of all units and their respective mortgagees as interest may appear. Such Insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and By-Laws.
 3. In no event shall the insurance coverage obtained and maintained pursuant to the requirements of this Article be brought into contribution with insurance issued in the name of any individual unit owner purchased as herein permitted by such owner of a condominium unit or their mortgagee. Any "no other insurance" or similar clause in any policy obtained by the Association pursuant to the requirements of this Article shall exclude such policies from consideration.
 4. All policies shall provide that such policies may not be cancelled or substantially modified without at least thirty (30) days prior written notice to any and all insureds named thereon, including any and all mortgagees of the condominium units.
 5. All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to elect to restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration and the By-Laws.
 6. All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors, their agents and employees, the respective condominium unit owners, their residence employees and agents. Independent contractors shall not be considered agents, employees or servants of the Association or of the respective condominium unit owners within the meaning of said waiver.

7. The insurance policy shall contain a provision that the insurance shall not be prejudiced:

- ✓ (a) By any act or neglect of any occupants or owners of the building when such act or neglect is not within the control of the condominium unit owners collectively; or
- (b) By failure of the condominium unit owners collectively to comply with any warranty or condition with regard to any portion of the premises over which the condominium unit owners collectively have no control.

J. 2. The owner of any condominium unit (including the holder of any mortgage thereon) may obtain additional insurance (including a "condominium unit-owner's endorsement" for improvements and betterments to the condominium unit made or acquired at the expense of the owner) at his own expense. Such insurance shall either be by the same carrier as that purchased by the Association pursuant to this Article or if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as set forth in Section I(6) of this Article. The Developer recommends that each owner of a condominium unit in the project obtain, in addition to the insurance hereinabove provided to be obtained by the Association, a "Tenant's Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the condominium unit, additional plate glass damage, vandalism or malicious mischief, theft, personal liability and the like. Such policy should include a "condominium unit owner's endorsement" covering losses to improvements and betterments to the condominium unit made or acquired at the expense of the owner.

ARTICLE IX.

TAKING BY EMINENT DOMAIN

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

- A. If the condominium unit is reduced but not tenable. If the condominium unit taking reduces the size of the condominium unit, and the remaining portion of the condominium unit can be made tenable, the award for the taking of a portion of the condominium unit shall be used for the following purposes in order stated, and the following changes shall be effected in the Horizontal Property Regime:
 - 1. The condominium unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed against the owner of the condominium unit.

2. The balance of the award, if any, shall be distributed to the owner of the condominium unit and to each mortgagee of the condominium unit included in the mortgagee records list, the remittance being payable jointly to the owner and the mortgagees.
3. If the taking reduces the gross area of the condominium unit, the ownership unit shall be reduced on an equitable basis to be determined by the Association.

B. Condominium unit made untenable. If the taking destroys or so reduces the size of the condominium unit that it cannot be made tenable, the awards for the taking of the condominium unit shall be used for the following purposes in the order stated, and the following changes shall be effected in the Horizontal Property Regime:

1. The market value of such condominium unit immediately prior to the taking shall be paid to the owner of the condominium unit and to each mortgagee of the condominium unit included in the mortgagee roster, the remittance being payable jointly to the owner and the mortgagees.
2. The remaining portion of such condominium unit, if any, shall become a part of the common elements and shall be placed in condition for use by all of the condominium unit owners in a manner approved by the Association; provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a common expense among all remaining units.
3. If the amount of the award for the taking is not sufficient to pay the market value of the condemned condominium unit to the owner, and to condition the remaining portion of the condominium unit for use as part of the common elements, the additional funds required for such purposes shall be raised by assessments against all of the condominium unit owners who will continue as co-owners of condominium units after the changes in the Horizontal Property Regime affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter 679 of the Code of Iowa (1977).

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

ARTICLES XII

MAINTENANCE, ALTERATION AND IMPROVEMENT

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

1. "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a unit, the buildings, the common elements, or the property in its condition as of the time of the filing of this declaration or if improved or restored after the time of such filing its condition as of the date of the completion of such improvements or restoration.
2. "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility, otherwise provided for by this Declaration or any Supplementary Declaration.

1. The Association shall maintain all common elements, whether limited or general, and shall make assessments therefor as common expense except where the cost of maintenance has been specifically made the responsibility of each unit in which case, each such unit shall be assessed on an individual basis.
2. The Association shall repair incidental damage caused to a unit through maintenance by the Association and shall assess the cost thereof as a common expense.
3. If a unit owner defaults on his responsibilities of maintenance, the Association shall assume such responsibilities and shall assess the cost thereof against the owner of such unit and such assessment shall be collectible from the unit owner as if it were an assessment for common expenses.
4. The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to more than one unit and the cost thereof may in the discretion of the Association, either be assessed against each unit on which such costs were incurred or be assessed against all units as a common expense according to the circumstances.
5. The Association shall maintain the common plumbing lines in the buildings.

C. Maintenance by Owner.

1. Each unit owner at his own expense shall maintain the interior, including the boundary surfaces, of such unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating painting and other finishing which may at any time be necessary to maintain his unit, and shall be responsible for the maintenance of all personalty including carpets, furnishings, and appliances within such unit.
2. The owner of each unit shall be responsible for maintenance of any plumbing fixture, lighting fixtures, heating and air conditioning equipment (except that part reserved as limited common elements), refrigerators, dishwashers, disposals or ranges in or connected with such unit and for its exclusive use. The owner shall also, at his own expense, keep in a clean condition any limited common area which is for the exclusive use of his unit; and neither the Association nor the regime shall be liable or responsible for any loss or damage caused by theft or otherwise of articles which may be stored by the owner in a limited common area or in a unit except for the repair specifically made the responsibility of the Association for damage caused to a unit through its maintenance as provided in Section B-2 of this Article.
3. The unit owner shall maintain, at his expense, any improvement or other alteration made by him.
4. The owner of each unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association.

- D. Alterations or Improvements by Owner. No unit owner shall make or permit to be made any structural alteration to a unit or to the building or any of the common elements, limited or general, without first obtaining written consent of the Board of Directors of the Association which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on insurance of other property of the regime, and which shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. In the case of alterations within a unit the consent required by the preceding sentence shall be immediately granted upon agreement of the unit owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the building or common elements shall not be made, if,

in the opinion of the Board of Directors of the Association, such alteration would not become the integrity and appearance of the regime as a whole. Such owner shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The improvement or alteration of a unit shall cause no increase or decrease in the number of ownership units appurtenant to such unit.

- E. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors the common elements shall require addition, alterations or improvements during the fiscal year and the making of such additions, alterations or improvements shall have been approved by a majority of the ownership units, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the cost thereof as a common charge.

ARTICLE XIII.

OWNERS

- A. No owner of a "condominium parcel" may exempt himself from liability for his assessment contribution toward the common expenses by waiver of the use and enjoyment of any of the Common Elements, or by the abandonment of his Condominium Unit.
- B. The owners of each and every "condominium parcel" shall return the same for the purpose of real estate taxes with the Tax Assessor of Polk County, Iowa, or such other future legally authorized governmental officer or authority having jurisdiction over the same.

For the purpose of including the real estate taxation, the interest of the owner of a Condominium Unit and Apartment and Common Elements shall be considered as a unit. The value of said Unit shall be equal to the fraction of undivided shares in Common Elements of the entire condominium, including land and improvements as has been assigned to said unit in Article IV of this enabling Declaration. The total of all of said fractions equals 100 percent of the value of all of the land and improvements thereon.

The fractions assigned above shall be binding upon all owners for all purposes, including real estate taxation at all time in the future and may not be amended or changed, except in connection with the submission of additional lands to the regime by the developer.

ARTICLE XIV.

TERMINATION

The provisions for termination set forth in this Declaration shall be in addition to the provisions for voluntary termination as provided for by Section 499B.16 of the Code of Iowa.

ARTICLE XV.

SEVERABILITY

If any provision of this Declaration, or of the By-Laws attached hereto, or the Condominium Act, is held invalid, the validity of the remainder of this Declaration, or of the By-Laws attached hereto, or of the Condominium Act, shall not be affected thereby.

ARTICLE XVI.

INDEMNIFICATION

Each member of the Association shall be indemnified by the owners against all expenses and liabilities including attorney's fees, reasonably

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

ARTICLE XVII.

NOTICES

Whenever notices are required to be sent hereunder if not otherwise provided herein, the same shall be sent to the Condominium Unit owners by registered or certified mail at their place of residence in the Condominium building and to the Association by certified or registered mail at its mailing address in Polk County, Iowa, or by the same means to the address at the office of the registered agent. All notices shall be deemed and considered sent when mailed. Any party may reserve the right to change the place of notice to him or it by written notice, in accordance with the terms and provisions of this Article.

IN WITNESS WHEREOF, the undersigned have executed this Declaration of Condominium this _____ day of July, 1980.


IMPERIAL INVESTMENT COMPANY

IMPERIAL CONSTRUCTION INC., PARTNER

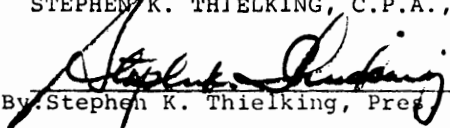
By: James L. Richey, President and Sec.

ODEN, HENSS AND THIELKING, PARTNER

JOHN L. HENSS, C.P.A., P.C.


By: John L. Henss, President & Sec.

STEPHEN K. THIELKING, C.P.A., P.C.


By: Stephen K. Thielking, Pres & Sec.

1993

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TO
C

INST # 100136
RECORDING FEE 2100
AUDITOR FEE _____

FILED FOR RECORD
POLK COUNTY, IOWA

94 JUN 10 P 2:49.0

TIMOTHY J. BRIEN
RECORDER

Certificate of Amendment To

Declaration of Submission of Property

To Horizontal Property Regime

PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Barb Capps, does hereby certify:

1. That the undersigned, Barb Capps, is the Secretary of Plumwood Terrace Owner's Association, an Iowa Non-Profit Corporation duly elected, qualified and acting as such.

2. That of her own knowledge the undersigned knows that the Annual Meeting of the Association was duly held on July 12, 1993, at which meeting there was present in person or by proxy 108 out of 138 unit owners, and at said meeting the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium, recorded on December 17, 1980, in Book 5063 at Page 828 of the records of the Recorder of Polk County, Iowa, as supplemented, for the following described property, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE, an Official Plat, now included in and forming a part of the City of Urbandale, Iowa, and

" An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence 80°-01'-45"E along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof."

was amended by the required 75% of the members of the Plumwood Terrace Owners Association as follows:

- A. Paragraph 1 of Article III, Board of Directors, is deleted in its entirety and the following is substituted in lieu thereof:
 - 1. The affairs of the Association shall be managed by a Board of seven (7) Directors who are owners of one or more units of the Plumwood Condominium complex.

- B. That the foregoing amendment to the By-Laws was adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium and the By-Laws of Plumwood Terrace Owner's Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this 6th day of June, 1994.

PLUMWOOD TERRACE OWNER'S ASSOCIATION

BY: Barbara Capps
Secretary

A. Paragraph 2 of Article III, Board of Directors, is deleted in its entirety and the following is substituted in lieu thereof:

2. At the Annual Members' Meeting, in even numbered years, four (4) Directors shall be elected and the term of office of each Director shall extend until the next even numbered annual meeting of the members at the Annual Members' Meeting. At the Annual Members' in odd numbered years, three (3) Directors shall be elected and the term of office of each Director shall be until the next odd numbered years' annual meeting and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided.

B. That the foregoing amendment to the By-Laws is adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium and the By-Laws of Plumwood Terrace Owner's Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this 6th day of June, 1994.

PLUMWOOD TERRACE OWNER'S ASSOCIATION

BY: Barbara Capps
Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 6 day of June 1994, before me a Notary Public in and for said County and State, Personally appeared Barb Capps, who, being by me duly sworn, did say that she is the Secretary of said corporation, that no seal has been procured by the said corporation; that said Instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Barb Capps, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.

Garth B. Thomas

Notary Public



1991

1500
5063
979

Plumwood Terrace Condominiums

4013 N.W. 84th Street • Urbanshale, IA 50322

INST. NO. 053482
POLK COUNTY, IOWA
FILED FOR RECORD 15.00

6355
267

5063
828

P
W

AT APR 04 1991

TIMOTHY A. BRIEN
By T. Cornwell

AM

To Whom It May Concern:

Pursuant to Article VII (16) of the Declaration of Submission to Horizontal Property Regime Plumwood Terrace Condominium the Plumwood Terrace Board of Directors on January 8, 1991, established the following penalties for failure to perform the restrictions, to comply with the rules and regulations of said Declaration, the laws, or other pertinent provisions of the Condominium Act.

057307

On January 11, 1991, prior notice was given to the Condominium Unit Owners by mail. On February 12, 1991, the Directors notified the following:

Relie AT APR 22 1991

By T. Cornwell

In the event of a violation, other than nonpayment of an assessment by the condominium unit owner, in any of the provisions of the Declaration, By-laws, or the applicable portions of the Condominium Act, the Directors may notify the condominium unit owner by written notice of such breach, transmitted by registered or certified mail, Return Receipt Requested, or by personal service and if such violation shall continue for a period of ten (10) days from the date of this notice, the Directors shall have the right to treat such violation as intentional, inexcusable and a material breach of the Declaration, By-law, or the pertinent provisions of the Condominium Act, and the directors may then, at its option, have the following elections; the choosing of one election shall not be to the exclusion of the others:

- a. Assess a fine of \$25.00 for the initial or first day of the violation, then \$5.00 for each day that the violation exists. Such penalty assessment shall become a lien on each condominium parcel and shall be governed by Article VIII(C) of the Declaration;
- b. An action at law to recover for its damage on behalf of the association or on behalf of the other condominium unit owners;
- c. An action in equity to enforce performance on the part of the condominium unit owner; or
- d. An action in equity for such equitable relief as may be necessary under the circumstances, including injunctive relief.

Failure on the part of the directors to maintain such an action at law or in equity within thirty (30) days from the date of a written request, signed by a condominium unit owner, sent to the Board of Directors, shall authorize any condominium unit owner to bring an action in equity or suit at law on account of the violation, in the manner provided for by the Condominium Act. Any violations which

BRENT R. ZIMMERMAN
SUITE 10, 8430 HICKMAN ROAD
DES MOINES, IOWA 50325
PHONE: (515) 278-0427

BOOK 6355 PAGE 867
BOOK 6364 PAGE 78

are deemed by the Directors to be a hazard to public health may be corrected immediately as an emergency matter.

Dated this 26th day of MARCH, 1991.

Respectfully submitted,
Plumwood Terrace Condominium

By: Rex LeCocq
Rex LeCocq, President

By: Jerry Warren
Jerry Warren, Secretary

NOT NOTARIZED AT
TIME OF RECORDING

When recorded
return to:

4813-25th Street
Urbandale, IA 50322

NOTE: For a legal description of the property effected, see Exhibit "A" attached hereto as though fully set out herein.

REFILED TO SHOW SIGNATURES WERE NOTARIZED

FOR THE LEGAL EFFECT OF THE USE
OF THIS FORM, CONSULT YOUR LAWYER

STATE OF IOWA, POLK COUNTY, ss:

On this 26th day of March, 19 91 before me, the undersigned,

a Notary Public in and for the State of Iowa, personally appeared Rex LeCocq and

Jerry Warren, to me personally known, who being by me

duly sworn, did say that they are the President and Secretary respectively, of the corporation executing the within and foregoing instrument to which this is attached, that (no seal has been procured by the) (the seal affixed thereto is the seal of the) corporation; that said instrument was signed

(and sealed) on behalf of the corporation by authority of its Board of Directors; and that Rex LeCocq

and Jerry Warren 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]

IOWA STATE BAR
Official Form No. 172
This Printing May, 1988

Notary Public in and for said State
(Sections 558.36 and 558.38, Code of Iowa.)

Acknowledgment: For use in the case of corporations

90016264 PAGE 79

All Condominium units in Buildings "A", "B", "C" and "D" and the corresponding interest in the common elements all shown in the Declaration of Submission of Property to Horizontal Regime for PLUMWOOD TERRACE CONDOMINIUM, appearing in Book 5063, Page 828, being a horizontal property regime pursuant to the provisions of Chapter 499B of the 1979 Code of Iowa, covering the following real estate, to-wit:

Lot Three (3) in Parkview North Plat One, an Official Plat, now included in and forming a part of the City of Urbandale, Polk County, Iowa, and

An irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0°-01'-45"E, along the West Line of Said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof", and

An Irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Commencing at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, to the POINT OF BEGINNING, thence continuing N74°-58'-15"E, 200.0 feet, thence N15°-01'-45"W, 430.29 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 207.05 feet, thence S15°-01'-45"E, 483.88 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof. Said tract of land is also subject to and together with a Ingress and Egress Easement over and across the following described tract of land; The Center Line of 27.0 foot Wide Ingress and Egress Easement is described as Commencing at the Tangent Intersection of the North line of said Lot 4 and the West Line of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 500.0 feet, to the POINT OF BEGINNING of said 27.0 Foot Wide Ingress and Egress Easement, thence N89°-58'-15"E, 100.0 feet, thence Easterly and Northerly, along a 303.83 Foot Radius Curve, to the Left, 79.54 feet, thence N74°-58'15"E, 302.98 feet, to the end of said 27.0 Foot Wide Ingress and Egress Easement."

BOOK 6356 PAGE 869

BOOK 6364 PAGE 80

Certificate of Amendment To
 Declaration of Submission of Property
 To Horizontal Property Regime
 Plumwood Terrace Condominiums

The undersigned, Rick L. Winget, does hereby certify:

1. That the undersigned, Rick L. Winget, is the Secretary of Plumwood Terrace Owners Association, an Iowa Non-Profit Corporation, duly elected, qualified and acting as such.

2. That of his own knowledge the undersigned knows that a Special Meeting of the Association was held on August 28, 1988, at which meeting there was present in person or by proxy 104 of 138 unit owners, and at said meeting the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium, recorded on December 17, 1980, in Book 5063 at Page 828 of the records of the Recorder of Polk County, Iowa, as supplemented, for the following described property, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE,
 an Official Plat, now included in and forming
 a part of the City of Urbandale, Iowa, and

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence N89 -58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74 -58'-15"E, 144.22 feet, thence N15 -01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89 -58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0 -01'-45"E, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof."

was amended by the required 75 percent of the members the following Articles and Bylaws:

A. Article III of the Bylaws, recorded at Book 5063 at Pages 863-864, is amended by adding a new paragraph as follows:

"12. A director of this Association shall not be personally liable to the Association or its members for monetary damages for breach of fiduciary duty as a director, except for liability (i) for any breach of the director's duty of loyalty to the Association or its members; (ii) for acts or omissions not in good faith or which i

involve intentional misconduct or a knowing violation of law; or (iii) for any transaction from which the director derived an improper personal benefit."

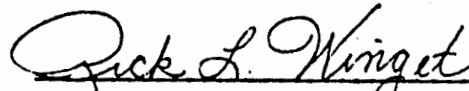
B. Article IV of the Declarations, recorded at Book 5063 at Page 830, is amended by adding a new paragraph to Section B as follows:

"1. If Owner desires to enclose balcony area, it shall be enclosed according to the approved plan on file with the association. No other designs will be permitted. Enclosed area shall not be considered Limited Common Area. If the balcony is enclosed the owner shall be responsible for the maintenance and repair of the enclosure and enclosed area which includes, but not limited to, enclosed area, panels, railing and recessed area created by panels. Owner shall insure the enclosure and enclosed area. Each owner must furnish the Association a licensed structural engineer or architect's opinion as to the structure acceptance of such addition prior to beginning installation. The Board will select the balcony plan."

3. That the foregoing amendments to the Declaration and Bylaws were adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium and the Bylaws of Plumwood Terrace Owners Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this 26 day of September 1988.

Plumwood Terrace Owners Association


Rick L. Winget, Secretary

STATE OF IOWA)
COUNTY OF POLK) ss.

On this 22nd day of September 1988, before me a Notary Public in and for said County and State, personally appeared Rick L. Winget, who, being by me duly sworn, did say that he is the Secretary of said corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Rick L. Winget, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation.



Marie E. Hutcheson
Notary Public

Jan 1985

SECOND SUPPLEMENTAL DECLARATION OF
SUBMISSION OF PROPERTY TO
HORIZONTAL PROPERTY REGIME
PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Central Iowa Real Estate Financing Corporation, an Iowa Corporation, being the Successor Developer of Plumwood Terrace Condominium, a Horizontal Property Regime submitted to condominium ownership pursuant to Chapter 499B of the Code of Iowa, as filed for record on December 17, 1980, in Book 5063 beginning at Page 828 of the records of the Recorder of Polk County, Iowa, and as supplemented and amended, hereby states and declares that the following described land, together with improvements thereon, is submitted to the Regime as an addition thereto, the same to take effect when filed for record in the office of the recorder of Polk County, Iowa:

"An irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Commencing at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, to the POINT OF BEGINNING, thence continuing N74°-58'-15"E, 200.0 feet, thence N15°-01'-45"W, 430.29 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 207.05 feet, thence S15°-01'-45"E, 483.88 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof. Said tract of land is also subject to and together with a Ingress and Egress Easement over and across the following described tract of land; The Center Line of 27.0 Foot Wide Ingress and Egress Easement is described as Commencing at the Tangent Intersection of the North Line of said Lot 4 and the West Line of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 500.0 feet, to the POINT OF BEGINNING of said 27.0 Foot Wide Ingress and Egress Easement, thence N89°-58'-15"E, 100.0 feet, thence Easterly and Northerly, along a 303.83 Foot Radius Curve, to the Left, 79.54 feet, thence N74°-58'-15"E, 302.98 feet, to the end of said 27.0 Foot Wide Ingress and Egress Easement."

In order that the original Declaration as set forth above and all previous amendments and supplements accurately reflect the inclusion of said additional land in the Regime, the following amendments are hereby adopted:

1. Article III, Description of Land, is amended in part by deleting the legal description set forth therein and substituting in lieu thereof the following:

Lot Three in PARKVIEW NORTH PLAT ONE,
an Official Plat, now included in and
forming a part of the City of Urbandale,
Iowa, and

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Beginning at the S.W. Corner of said Lot 4, thence $N89^{\circ}-58'-15''E$, 144.22 feet, thence $N15^{\circ}-01'-45''W$, 483.88 feet, more or less, to the North Line of said Lot 4, thence $S89^{\circ}-58'-15''W$, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence $S0^{\circ}-01'-45''E$, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof", and

"An Irregular shaped portion of Lot 4, Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows: Commencing at the S.W. Corner of said Lot 4, thence $N89^{\circ}-58'-15''E$, along the South Line of said Lot 4, 140.0 feet, thence $N74^{\circ}-58'-15''E$, 144.22 feet, to the POINT OF BEGINNING, thence continuing $N74^{\circ}-58'-15''E$, 200.0 feet, thence $N15^{\circ}-01'-45''W$, 430.29 feet, more or less, to the North Line of said Lot 4, thence $S89^{\circ}-58'-15''W$, along the North Line of said Lot 4, 207.05 feet, thence $S15^{\circ}-01'-45''E$, 483.88 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof. Said tract of land is also subject to and together with a Ingress and Egress Easement over and across the following described tract of land; The Center Line of 27.0 Foot Wide Ingress and Egress Easement is described as Commencing at the Tangent Intersection of the North Line of said Lot 4 and the West Line of said Lot 4, thence $S0^{\circ}-01'-45''E$, along the West Line of said

Lot 4, 500.0 feet, to the POINT OF BEGINNING of said 27.0 Foot Wide Ingress and Egress Easement, thence N89°-58'-15"E, 100.0 feet, thence Easterly and Northerly, along a 303.83 Foot Radius Curve, to the Left, 79.54 feet, thence N74°-58'-15"E, 302.98 feet, to the end of said 27.0 Foot Wide Ingress and Egress Easement."

2. Article IV, Description of Apartment Buildings and Identification of Units and Common Elements, is amended in part as follows:

a. Article IV A. is deleted in its entirety and the following is substituted in lieu thereof:

"The apartment buildings consist of one building three stories in height with thirty (30) units and three buildings three stories in height with thirty-six (36) units. The floor plan for each unit is set forth in Exhibit "B" which is attached hereto and by this reference made a part hereof, and which contains the number of each unit, its location, approximate area and number of rooms."

b. Exhibit B-13 is deleted in its entirety and the attached Exhibit B-13, which by this reference is made a part hereof, is substituted in lieu thereof.

3. This Second Supplemental Declaration of Submission of Property to Horizontal Property Regime, when filed for record in the Office of the Recorder of Polk County, Iowa, shall be automatically incorporated in the original Declaration referred to above, with like effect as though the additional land and improvements had been submitted at the time of the original Declaration.

IN WITNESS WHEREOF, the undersigned have executed this Second Supplemental Declaration of Property to Horizontal Property Regime this _____ day of January, 1985.

Central Iowa Real Estate Financing Corporation

By: _____
Stephen K. Thielking, President

By: _____
A.P.W. Thielking, Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of January, 1985, before me, a Notary Public in and for said County and State, personally appeared Stephen K. Thielking and A.P.W. Thielking, who, being by me duly sworn, did say that they are the President and Secretary of Central Iowa Real Estate Financing Corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Stephen K. Thielking and A.P.W. Thielking, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and them voluntarily executed.

Notary Public in and for said County and State

BUILDING A

<u>Unit Number</u>	<u>Fractional-Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	1008
7	1/138	4	960
8	1/138	4	960
9	1/138	4	949
10	1/138	4	949
11	1/138	4	949
12	1/138	4	949
13	1/138	4	960
14	1/138	4	960
15	1/138	4	960
16	1/138	4	1008
17	1/138	4	960
18	1/138	4	960
19	1/138	4	949
20	1/138	4	949
21	1/138	4	949
22	1/138	4	949
23	1/138	4	960
24	1/138	4	960
25	1/138	4	960
26	1/138	4	1008
27	1/138	4	960
28	1/138	4	949
29	1/138	4	949
30	1/138	4	949

BUILDING B

<u>Unit Number</u>	<u>Fractional-Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	960
7	1/138	4	960
8	1/138	4	1008
9	1/138	4	960
10	1/138	4	960
11	1/138	4	949
12	1/138	4	949
13	1/138	4	949
14	1/138	4	949
15	1/138	4	960
16	1/138	4	960
17	1/138	4	960
18	1/138	4	960
19	1/138	4	1008
20	1/138	4	1008
21	1/138	4	960
22	1/138	4	960
23	1/138	4	949
24	1/138	4	949
25	1/138	4	949
26	1/138	4	949
27	1/138	4	960
28	1/138	4	960
29	1/138	4	960
30	1/138	4	960
31	1/138	4	960
32	1/138	4	1008
33	1/138	4	960
34	1/138	4	960
35	1/138	4	949
36	1/138	4	949

BUILDING C

<u>Unit Number</u>	<u>Fractional-Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	960
7	1/138	4	960
8	1/138	4	1008
9	1/138	4	960
10	1/138	4	960
11	1/138	4	949
12	1/138	4	949
13	1/138	4	949
14	1/138	4	949
15	1/138	4	960
16	1/138	4	960
17	1/138	4	960
18	1/138	4	960
19	1/138	4	960
20	1/138	4	1008
21	1/138	4	960
22	1/138	4	960
23	1/138	4	949
24	1/138	4	949
25	1/138	4	949
26	1/138	4	949
27	1/138	4	960
28	1/138	4	960
29	1/138	4	960
30	1/138	4	960
31	1/138	4	960
32	1/138	4	1008
33	1/138	4	960
34	1/138	4	960
35	1/138	4	949
36	1/138	4	949

BUILDING D

<u>Unit Number</u>	<u>Fractional Interest In General Common Elements</u>	<u>Number Of Rooms</u>	<u>Approximate Area</u>
1	1/138	4	949 (SQ FT)
2	1/138	4	949
3	1/138	4	960
4	1/138	4	960
5	1/138	4	960
6	1/138	4	960
7	1/138	4	960
8	1/138	4	1008
9	1/138	4	960
10	1/138	4	960
11	1/138	4	949
12	1/138	4	949
13	1/138	4	949
14	1/138	4	949
15	1/138	4	960
16	1/138	4	960
17	1/138	4	960
18	1/138	4	960
19	1/138	4	960
20	1/138	4	1008
21	1/138	4	960
22	1/138	4	960
23	1/138	4	949
24	1/138	4	949
25	1/138	4	949
26	1/138	4	949
27	1/138	4	960
28	1/138	4	960
29	1/138	4	960
30	1/138	4	960
31	1/138	4	960
32	1/138	4	1008
33	1/138	4	960
34	1/138	4	960
35	1/138	4	949
36	1/138	4	949

Aug 1983

III

Certificate of Amendment To
Declaration of Submission of Property
To Horizontal Property Regime
PLUMWOOD TERRACE CONDOMINIUM

The undersigned, Robert E. Atwood, deos hereby certify:

1. That the undersigned, Robert E. Atwood, is the Secretary of Plumwood Terrace Owner's Association, an Iowa Non-Profit Corporation, duly elected, qualified and acting as such.

2. That of his own knowledge the undersigned knows that the Annual Meeting of the Association was duly held on August 3, 1983, at which meeting there was present in person or by proxy 80 out of 102 unit owners, and at said meeting the Declaration of Submission of Property to Horizontal Property Regime, Plumwood Terrace Condominium, recorded on December 17, 1980, in Book 5063 at Page 828 of the records of the Recorder of Polk County, Iowa, as supplemented, for the following described property, to wit:

Lot Three in PARKVIEW NORTH PLAT ONE,
an Official Plat, now included in and
forming a part of the City of Urbandale,
Iowa, and

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows; Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof."

was amended by unanimously amending by resolution the By-Laws of Plumwood Terrace Owner's Association as follows:

A. Paragraphs 1 and 2 of Article III, Board of Directors, are deleted in their entirety and the following is substituted in lieu thereof:

"1. The affairs of the Association shall be managed by a Board of seven (7) Directors, consisting of five directors who are owners residing in the Plumwood Condominium complex, one director who is an owner not residing in the Plumwood Condominium complex, and, until such time as the complex is completed, one director who is a representative of the developer. When the Plumwood Condominium complex is completed, the Board of Directors shall consist of six directors who are owners residing in the Plumwood Condominium complex and one director who is an owner not residing in the Plumwood Condominium complex.

2. At each Annual Members' Meeting, seven (7) Directors shall be elected and the term of office of each Director shall extend until the next annual meeting of the members and thereafter until his successor is duly elected and qualified or until he is removed in the manner herein provided."

B. Article VI, Fiscal Management, is amended by adding as paragraph nine (9) the following:

"9. The President shall appoint an audit committee of not less than three (3) members to review the books of the association for the previous fiscal year and report on their completeness, accuracy and appropriateness to the members."

3. That the foregoing amendments to the By-Laws were adopted, and this Certificate of Amendment is executed, in accordance with the requirements set forth in the Declaration of Submission of Property to Horizontal

Property Regime, Plumwood Terrace Condominium and the By-Laws of Plumwood Terrace Owner's Association.

In Witness Whereof, said corporation has caused this instrument to be duly executed this _____ day of August, 1983.

Plumwood Terrace Owner's Association

By: _____
Robert E. Atwood, Secretary

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this _____ day of August, 1983, before me a Notary Public in and for said County and State, personally appeared Robert E. Atwood, who, being by me duly sworn, did say that he is the Secretary of said corporation, that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Robert E. Atwood, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by him and by it voluntarily executed.

Notary Public in and for said
County and State.

BY-LAWS

OF

PLUMWOOD TERRACE OWNERS ASSOCIATION

June 1980

These are the By-laws of Plumwood Terrace Owners Association (hereinafter referred to as "Association"), a corporation organized pursuant to Chapter 504A of the Code of Iowa for the purpose of administering Plumwood Terrace Owners Association, a horizontal property regime (condominium) established under Chapter 499B of the Code of Iowa (hereinafter sometimes referred to as "Regime") located upon the following described real property in the City of Urbandale, County of Polk, Iowa:

Lot Three (3), PARKVIEW NORTH, Plat One, an Official Plat now included in and forming a part of the City of Urbandale, Iowa.

I.

MEMBERS AND VOTING RIGHTS

1. The owners shall constitute the members of the corporation and membership shall automatically cease upon termination of all interests which constitute a person an owner. Developers shall be and have the right of members with respect to unsold units.

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

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

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

II.

MEMBERS' MEETINGS

1. The annual and any special meeting shall be held at a time and at a place within Polk County, Iowa, chosen by the Board of Directors, and all such meetings, annual or special, shall be held at such particular time and place as is set forth in the Notice thereof.

2. A special meeting shall be held whenever called by the President, or, in his absence or disability, the Vice President, or by a majority of the Board of Directors, and must be called by such officers upon receipt of a written request from members entitled to cast 50% of the votes of the entire membership.

3. The secretary or his designate shall give written notice to each member of the annual meeting. The person or persons calling a special meeting pursuant to Paragraph 2 shall give like written notice of such special meeting. All notices shall set forth the time and place and purpose or purposes for which the meeting will be held. No action shall be taken at a special meeting which is not directly related to the purpose stated in the notice of meeting for which such meeting is held.

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

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

6. At any membership meeting, the presence of a person holding ownership units and the exercise of the voting rights of an owner or person entitled to cast votes, by proxy shall be permitted and recognize provided such proxy must be in writing and signed by the person holding ownership units or entitled to cast votes and shall set forth the unit with respect to which such rights are appurtenant, the number of ownership units appurtenant thereto and the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

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

- A. Election of chairman, if required.
- B. Calling roll and certifying of proxies.
- C. Proof of notice of meeting or waiver of notice.
- D. Reading and disposal of unapproved minutes.
- E. Reports of officers, if applicable.
- F. Reports of Committees, if applicable.
- G. Election of Directors, if applicable.
- H. Unfinished business.
- I. New business.

III.

BOARD OF DIRECTORS

1. The affairs of the Association shall be managed by a Board of three (3) directors. The initial Board shall consist of three Directors only and shall be such persons as the developer may appoint and need not be members of the Association. The initial Board shall serve until the first annual members' meeting. From and after the first annual meeting of the members, the Board of Directors shall be selected from the members of the Association. An officer or designated agent of a corporate member qualified to serve as a Director.

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

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

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

5. The initial Directors shall be subject to removal only by the developer. Thereafter, a Director may be removed by concurrence of seventy-five percent (75%) of the members of the Association at a special meeting called for that purpose. The vacancy in the Board of Directors so created shall be filled by the persons entitled to vote at the same meeting.

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

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

8. A majority of the Board may, by resolution, set the time and place for regular meetings of the Board and no notice thereof shall be required until such resolution is modified or rescinded. Special meetings of the Directors may be called by the President, Vice President, or any two Directors provided not less than two days' notice shall be given, personally or by mail, telephone, which notices shall states the time, place and purpose of the meeting.

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

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

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

IV.

POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

1. To make and collect assessments against members for all common expenses.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement, and operation of the Regime property, including all common areas, elements, and facilities, and units as applicable, and making or providing for payment for all such work and approving or delegating to the officers authority to approve vouchers therefor.
4. The reconstruction, repair, restoration, or rebuilding of the Regime property and of any units as applicable after casualty; the construction of new improvements or alterations if authorized to make and amend regulations respecting the use and occupancy of the property in the Regime and to permit or forbid an action or conduct within the discretion committed to them in the Declaration, By-Laws, and Resolutions of the members.
5. To enforce by legal means the provisions of the Horizontal Property Act, the Articles of Incorporation, the By-Laws of the Association, the Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.
6. To contract for management of the Regime and to delegate to such contractor any or all powers and duties of the Association except such as are specifically required by the Declaration, By-Laws, or Resolution of the members to have approval of the Board of Directors or the membership of the Association.
7. To employ, designate, and remove personnel to perform the services required for proper operation of the Regime.
8. To carry insurance upon the property subject to the Regime and insurance for the protection of unit owners, occupants, and the Association.

9. To pay the cost of all power, water, sewer, and other utility or other services rendered to the Regime and not billed directly to owners of the individual units.
10. To conduct all votes or determinations by members other than at a membership meeting.
11. To borrow money from any bank, lending institution or agency for the use and benefit of the Association, and to secure the loan or loans by pledge of the assets of the Association, and from time to time to renew such loan and give additional security.
12. To do such other acts as are necessary and proper to effect the purpose of the Regime as stated in the Declaration and By-Laws provided such acts are not otherwise prohibited.

V.

OFFICERS

1. The officers of the Association shall be the President, who shall be a Director, A Vice President, who shall be a Director, a Treasurer and a Secretary, all of whom shall be elected annually by the Board of Directors and may be pre-emptorily removed and replaced by vote of the Directors at any meeting. The initial officers and their successors until the first annual meeting shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting. The Board of Directors may from time to time create and fill other offices and designate the powers and duties thereof. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the By-Laws or by specific grant from the Board, but subject at all times to the provisions of the By-Laws and to control of the Board of Directors.
2. The President shall be the chief executive officer of the Association. He shall preside at all membership meetings and meetings of the Board of Directors and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and Regime.
3. The Vice President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.
4. The Secretary shall keep the minutes of all proceedings of membership and meetings and Directors' meetings and shall have custody and control of the minute book of the Association, and shall keep or be in charge and control of the records of the Association except those of the Treasurer.
5. The Treasurer shall have control of the funds and other property of the Association and shall keep the financial books and records thereof.
6. The Compensation of the officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Director from employing a Director as an employee, nor the contracting with a Director for the management of the Regime.
7. Any instrument affecting an interest in real estate shall be executed pursuant to the terms of Article IX of the Articles of Incorporation.

VI.

FISCAL MANAGEMENT

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

- (a) Current expenses which shall include all funds and expenditures to be made within the year for which the funds are budgeted, including a reasonable allowance for the contingencies and working funds, except expenditures chargeable to reserves or to additional improvements. The balance of this fund at the end of each year shall be applied to reduce the assessments for current expenses for the succeeding year.
- (b) Reserve for deferred maintenance, which shall include funds for maintenance items which occur less frequently than annual.
- (c) Reserve for replacement which shall include funds for repair or replacement required because of damage, destruction, depreciation or obsolescence.

2. The Board of Directors shall assess against each unit, and the owners thereof only shall be liable for, a share of the items in the budget adopted pursuant to Paragraph 1 which bears the same ratio to the total budget as the ownership units appurtenant to such unit bear to the total ownership units of all units subject to the Regime. Such share shall be assessed for the fiscal year for which the budget was prepared annually in advance and notice of such assessments shall be mailed or delivered not less than thirty (30) days prior to the first day of such fiscal year. Such assessment shall be due and payable from the respective unit owner or owners in 12 equal installments, each installment being due and payable the first day of each calendar month, which day falls within such fiscal year. In the event notice of such assessment is not timely given the amount of such assessment shall not change, but the due date for each installment which would otherwise be due and payable less than 30 days from the giving of such notice shall be due and payable on the due date of the first installment which is due not less than 30 days from the date such notice is mailed or delivered. In the event the annual assessment proves to be insufficient, the budget and assessments therefor, may be amended at any time by the Board of Directors if the total amount of the budget as amended does not exceed 105% of the total amount of the budget as originally adopted for the said fiscal year. In the event the budget as amended exceeds the limitation of the previous sentence, such budget may be adopted at a special members' meeting upon an affirmative vote of a majority of the ownership units represented at such meeting. The additional amount so budgeted shall be assessed to each unit in the same manner as assessments for the annual budget and shall be prorated among the remaining installments due and payable in such year.

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

4. If owner shall be in default in the payment of an installment upon an assessment, the Board of Directors may accelerate the remaining installment of the assessment upon notice thereof to such owner, and there upon the unpaid balance of the assessment shall come due upon the date stated in the notice, but not less than ten (10) days after delivery thereof to such owner either personally or by registered or certified mail. Interest shall be computed and due on balance due under this paragraph but unpaid on such due date at the maximum rate of interest allowable by law from the date such balance becomes due and payable in accordance with the preceding sentence; such interest shall be in addition to any other payments for which said owner is liable.

5. The holder of a mortgage on any unit, upon its filing written request with the Association, shall be given written notice from the Association of any default by the mortgagor in the performance of the mortgagor's obligations under these By-Laws, the Declaration of Condominium documents which is not cured within thirty (30) days.

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

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

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

VII.

REFERENDUM

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such ballot may be initiated by one-third of the Board of Directors, or upon the written petition of members owning collectively 50% of the total membership and voting units. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot returnable in not less than ten nor more than thirty days from the date of mailing. If prior or subsequent to such petition, but not subsequent to such tally, a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

VIII.

AMENDMENT

1. These By-Laws may be amended, altered, repealed or new By-Laws adopted by the members at a regular or special meeting of or upon a referendum ballot by the members upon the affirmative vote of 75% of the ownership units outstanding.

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

Notice referred to herein shall be given in the manner prescribed in Article II Section 3 of these By-Laws and shall be given to the persons described in Article II Section 4 and the holder of any first mortgage of record which has notified the Association of his interest. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided by Section 499B.14, Code of Iowa, no modification or amendment of these By-Laws shall be effective unless set forth in an amendment of the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration, and an amendment to these By-Laws shall constitute an amendment to the Declaration as provided for by law. Upon such recording such amendment shall be effective against all persons having an interest in a unit or the Regime regardless of whether such person had such interest at the time the amendment was adopted.

4. Unless required by the specific provisions of the Regime documents or by law, a supplemental Declaration of Condominium, submitting further lands and units to the Regime, or an amendment to the Declaration of Condominium not overlapping or affecting the subject matter of these By-Laws shall not be considered an amendment of these By-Laws.

IX.

GENERAL PROVISIONS

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

2. The association shall not have a corporate seal.

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

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

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

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

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

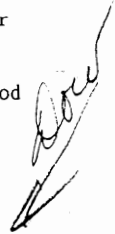
X.

DEFINITIONS

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

1. Person -- the term "person" shall include an individual, a corporation or other legal entity or its representative.
2. Owner -- the term "owner" for purposes of these By-Laws shall mean any person who owns or holds for himself an interest in one or more units subject to the Regime provided that the holder

of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable title shall be an owner.

3. Unit -- the term "unit" shall mean and refer to each of the Plumwood Terrace Owners Association condominium units located in buildings situated upon the property designed, numbered and intended for use as a residence separately or in conjunction with other units and not owned in common with other owners in the Regime. The boundary lines of each unit shall be the interior surfaces of its party and exterior walls, bearing walls, bottom floor or floors, top story ceilings, windows and window frames, doors and door frames, and trim, and includes both the portions of the building so described and the air space so encompassed. 
4. Ownership units -- the term "ownership units" means the number of ownership units assigned to each condominium unit by the Declaration of Condominium for purposes of voting, assessment, and determination of each unit's appurtenant share of the common elements (provided however, that such ownership units may be used for other purposes).
5. Common expenses -- common expenses include:
 - (a) expenses of administration, expenses of maintenance, operation, repair or replacement of common elements, and the portions of units to be maintained by the Association.
 - (b) expenses declared common expenses by the Declaration or these By-Laws.
 - (c) any valid charge against the Regime as a whole.
6. Singular, plural, gender -- whenever the context so permits or requires the use of the singular shall include the plural, the plural the singular, and the use of any gender shall include all genders.
7. Developer -- the term "developer" means Imperial Investment Company.

ARTICLES OF INCORPORATION
OF
JUN 17 1980
PLUMWOOD TERRACE OWNERS ASSOCIATION

The undersigned, acting as incorporator of a corporation pursuant to the provisions of the Iowa Non-profit Corporation Act under Chapter 504A of the Code of Iowa, adopts the following Articles of Incorporation for such Corporation.

ARTICLE I.

The corporation shall be known as Plumwood Terrace Owners Association, its principal offices shall be located in Des Moines, Polk County, Iowa.

ARTICLE II.

The existence of this corporation shall commence with the date these Articles are filed with the Secretary of State, and the period of its duration is perpetual.

ARTICLE III.

- A. The purpose and objective of the corporation is to provide an entity to conduct the business and affairs of, and to act as or for, the co-owners of the horizontal property regime (condominium) created and submitted, pursuant to the provisions of Chapter 499B of the Code of Iowa, known as Plumwood Terrace Owners Association (hereinafter sometimes referred to as "regime") and to be located on all or certain portions of the following described real estate situated in Polk County, Iowa, to wit:

Lot Three (3), PARKVIEW NORTH Plat One,
an Official Plat, now included in and
forming a part of the City of Urbandale,
Iowa.

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

- B. The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propanganda or otherwise attempting to influence legislation, and the corporation shall make no distribution of income to its members, directors or officers.
- C. The corporation shall have unlimited power to engage in and do any lawful act concerning any and all lawful businesses for which corporations may be organized under this Act and consistent with the provisions herein.

INST. NO. 0104
POLK COUNTY, IOWA 900
FILED FOR RECORD

901
JUL - 9 1980 A.M.
KATIE GUNSTAY HOLSCHUH, Recorder
By M. Spina Deputy

BOOK 5025 PAGE 225

ARTICLE IV.

The address of the initial registered office of the corporation is 2190 N.W. 82nd Street, Des Moines, Polk County, Iowa, and the name of its initial registered agent at such address is Stephen K. Thielking.

ARTICLE V.

The qualification of members, the manner of their admission and voting by such members shall be as follows:

- A. All Condominium Unit Owners shall be members of the corporation and other persons or entities shall not be entitled to membership.
- B. Members in the corporation shall be established by recording in the Public Records of Polk County, Iowa, a deed or other instrument establishing a change of record title to a condominium parcel in the condominium, and the notification in writing to the corporation of the recording information, the new owners designated by such instrument thereby becoming a member of the corporation. The membership of the prior owner shall thereby terminate.
- C. The share of a member in the funds and assets of the corporation cannot be assigned, pledged or transferred in any manner except as an appurtenance to the individual condominium unit.
- D. The voting rights of the members shall be fixed, limited, enlarged, or denied to the extent specified in the By-Laws, providing there shall be as many votes entitled to be cast with respect to the affairs of the corporation, including amendments, dissolution and other determinations authorized by a statute as the By-Laws so provide, so long as percentages designation of ownership be the basis for the proportion of votes to which various members are entitled, all as established by the Declaration of Condominium and supplements and amendments thereto, submitting lands and units to the regime.

ARTICLE VI.

The number of directors constituting the initial Board of Directors of the corporation is three (3). The name and address of the persons who are to serve as the initial directors are:

Name	Address
John L. Henss	2190 N.W. 82nd Street Des Moines, Iowa
Stephen K. Thielking	2190 N.W. 82nd Street Des Moines, Iowa
James L. Richey	8230 Hickman Road Des Moines, Iowa

ARTICLE VII.

The initial By-Laws of the corporation and amendments thereto shall be adopted by its initial Board of Directors, but the power to thereafter alter, amend or repeal the same or adopt new By-Laws is reserved to the members of the corporation.

ARTICLE VIII.

In the event of liquidation, assets, if any remain, shall be distributed to another entity having purposes similar to the dissolved Association. The members shall maintain their undivided fractional ownership interest as established in the Declaration of Submission to Horizontal Property Regime in the assets so distributed.

ARTICLE IX.

All transfers, conveyances, leases, mortgages or assignments of real estate or of any interest thereon shall be executed by any two of the following officers: President or Vice President and Secretary or Treasurer. All transfers, conveyances, leases or encumbrances of personal property of any interest therein shall be executed by any officer of the corporation or any agent authorized by the Board of Directors. All judgments or other liens shall be satisfied, discharged, released or assigned by any officer of the corporation.

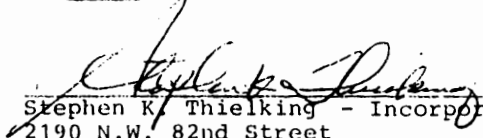
ARTICLE X.

Neither the members, the Board of Directors, nor their private property shall be liable for corporate debts, obligations or undertakings.

ARTICLE XI.

Any purported amendments to these Articles of Incorporation in conflict with or contrary to the provision of the Declaration of Condominium, including supplements and amendments thereto, which submit lands and units to the regime, shall be void and of no force and effect.

Dated at Des Moines, Iowa this 10th day of June, 1980.


Stephen K. Thielking - Incorporator
2190 N.W. 82nd Street
Des Moines, Iowa 50322

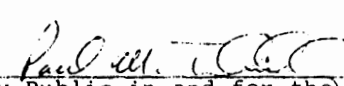
STATE OF IOWA)

) ss.

COUNTY OF POLK)

On this 10th day of June, 1980, before me, a Notary Public in and for the State of Iowa, personally appeared Stephen K. Thielking to me known to be the person named in and who executed the foregoing Articles of Incorporation and acknowledged that he executed the same as his voluntary act and deed.




Notary Public in and for the State
of Iowa

OFFICE OF THE SECRETARY OF STATE	
This instrument recorded in Book	8-0 535 June 17 1980
Expires	Perpetual 110730 Receipt No.
Filed By	Paul M. Thielking Atty. Des Moines, Iowa
Filing Fee	10.00 Recording Fee 1.50
[Signature] Secretary of State	

See
misc
Chetler's copy

506
828

554

FIRST SUPPLEMENTAL DECLARATION OF
SUBMISSION OF PROPERTY TO
HORIZONTAL PROPERTY REGIME
PLUMWOOD TERRACE CONDOMINIUM

INST. NO. 4655
POLK COUNTY, IOWA
FILED FOR RECORD
AUG 09 1982 A.M.
AT
KATIE SHINSKE HOLSCHUH, Recorder
By Deputy

The undersigned, Imperial Investment Company, a partnership, being the Developer of Plumwood Terrace Condominium, a Horizontal Property Regime submitted to condominium ownership pursuant to Chapter 499B of the Code of Iowa, as filed for record on December 17, 1980, in Book 5063 beginning at Page 828 of the records of the Recorder of Polk County, Iowa, hereby states and declares that the following described land, together with improvements thereon, is submitted to the Regime as an addition thereto, the same to take effect when filed for record in the office of the Recorder of Polk County, Iowa:

URB.
8-9-82

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows; Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof".

In order that the original Declaration as set forth above accurately reflects the inclusion of said additional land in the Regime, the following amendments are hereby adopted:

1. Article III, Description of Land, is amended in part by deleting the legal description set forth therein and substituting in lieu thereof the following:

Lot Three in PARKVIEW NORTH PLAT ONE,
an Official Plat, now included in and
forming a part of the City or Urbandale,
Iowa, and

"An irregular shaped portion of Lot 4 Parkview North Plat One, Urbandale, Polk County, Iowa, all of which is more accurately described as follows; Beginning at the S.W. Corner of said Lot 4, thence N89°-58'-15"E, along the South Line of said Lot 4, 140.0 feet, thence N74°-58'-15"E, 144.22 feet, thence N15°-01'-45"W, 483.88 feet, more or less, to the North Line of said Lot 4, thence S89°-58'-15"W, along the North Line of said Lot 4, 154.07 feet, to the Intersection of the Tangent Lines of the North and West Lines of said Lot 4, thence S0°-01'-45"E, along the West Line of said Lot 4, 504.72 feet, to the Point of Beginning. Said tract of land being subject to a Sanitary Sewer Easement across the West 20.0 feet thereof and also being subject to a Sanitary Sewer Easement across the North 10.0 feet thereof".

2. Article IV, Description of Apartment Buildings and Identification of Units and Common Elements, is amended in part as follows:

a. Article IV A. is deleted in its entirety and the following is substituted in lieu thereof:

"The apartment buildings consist of one building three stories in height with thirty (30) units and two buildings three stories in height with thirty-six (36) units. The floor plan for each unit is set forth in Exhibit "B" which is attached hereto and by this reference made a part hereof, and which contains the number of each unit, its location, approximate area and number of rooms."

b. Exhibit B-13 is deleted in its entirety and the attached Exhibit B-13, which by this reference is made a part hereof, is substituted in lieu thereof.

c. Article IV D is deleted in part by deleting "Exhibit D" and substituting in lieu thereof "Exhibit B-13".

3. This Supplemental Declaration of Submission of Property to Horizontal Property Regime, when filed for record in the Office of the Recorder of Polk County, Iowa, shall be automatically incorporated in the original Declaration referred to above, with like effect as though the additional land and improvements had been submitted at the time of the original Declaration.

IN WITNESS WHEREOF, the undersigned have executed this First Supplemental Declaration of Property to Horizontal Property Regime this 5th day of August, 1982.

Imperial Investment Company

John L. Henss, C.P.A., P.C., Partner

[Signature]
By: John L. Henss, President

Stephen K. Thielking, C.P.A., P.C., Part

[Signature]
By: Stephen K. Thielking, President

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 5th day of August, 1982, before me a Notary Public in and for said County and State, personally appeared John L. Henss, who, being by me duly sworn, did say that he is the President and Secretary of John L. Henss, C.P.A., P.C., that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said John L. Henss, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and him voluntarily executed.



[Signature]
Notary Public in and for said County
and State

STATE OF IOWA)
) ss.
COUNTY OF POLK)

On this 5th day of August, 1982, before me a Notary Public in and for said County and State, personally appeared Stephen K. Thielking, who, being by me duly sworn, did say that he is the President and Secretary of Stephen K. Thielking, C.P.A., P.C., that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Stephen K. Thielking, as such officer, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation by it and him voluntarily executed.



[Signature]
Notary Public in and for said County
and State

BUILDING A

Exhibit B-13

<u>UNIT NUMBER</u>	<u>FRACTIONAL-INTEREST IN GENERAL COMMON ELEMENTS</u>	<u>NUMBER OF ROOMS</u>	<u>APPROXIMATE AREA</u>
1	1/102	4	949(SQ.FT.)
2	1/102	4	949
3	1/102	4	960
4	1/102	4	960
5	1/102	4	960
6	1/102	4	1008
7	1/102	4	960
8	1/102	4	960
9	1/102	4	949
10	1/102	4	949
11	1/102	4	949
12	1/102	4	949
13	1/102	4	960
14	1/102	4	960
15	1/102	4	960
16	1/102	4	1008
17	1/102	4	960
18	1/102	4	960
19	1/102	4	949
20	1/102	4	949
21	1/102	4	949
22	1/102	4	949
23	1/102	4	960
24	1/102	4	960
25	1/102	4	960
26	1/102	4	1008
27	1/102	4	960
28	1/102	4	960
29	1/102	4	949
30	1/102	4	949

5187 203

POLICY

HANDBOOK

PLUMWOOD TERRACE

Plumwood Terrace Owners Association

Board of Directors

Responsibilities of a Board Member:

1. To become knowledgeable about the Association and its documents.
2. To know the prescribed duties of the Board.
3. To know the authority of the Board.
4. To enforce by legal means the provisions of the Horizontal Property Act, the Articles of Incorporation, the By-Laws of the Association, the Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.

Board discussions and decisions about any matter and the disposition thereof is based solely on the documents, which cannot be changed by the Board, and affirmatively passed motion, which can at any time be changed by the Board. The Board abides by and enforces, as well as determining , fines and penalties for violations.

Revised January 2003

ALTERATION TO PROPERTY

Nothing shall be altered, constructed, or removed from the Common Elements or limited Common Elements except upon written consent of the Directors. (Declaration of Submission of Property to the Horizontal Property Regime, Article VIII, D-14).

NOTE: The Common Elements are the Building and Grounds. The inside of each unit is private property and includes "to the walls" and "floor to ceiling", as well as Owner-enclosed patios. Patios not enclosed are Limited Common Elements.

If Owner desires to enclose balcony area, it shall be enclosed according to the approved plan on file with the Association. No other designs will be permitted. Enclosed area shall not be considered Limited Common Area. If balcony is enclosed, the owner shall be responsible for the maintenance and repair of the enclosure and the enclosed area which includes, but not limited to, enclosed area, panels, railing enclosure and enclosed area. Each Owner must furnish the Association a licensed structural engineer's or architect's opinion as to the structure acceptance of such addition prior to beginning installation. The Board will select the balcony plan. Be sure to consult the Board of Directors before proceeding with any work of any kind. (Certificate of Amendment, Horizontal Property Regime 9-1988, Article IV)

ANIMALS

Pets are NOT allowed on the premises (except service animals), which includes the buildings and the grounds. Service Animals are permitted. The fine is twenty-five dollars (\$25.00) per day and will be charged against the Owner responsible for the Unit.

BICYCLES

Bicycles are to be stored in the garage space assigned to each Owner. The patios and balconies are NOT to be used for extraneous storage.

CARS

The parking, storing, or servicing of commercial and recreational vehicles, including but not limited to campers, trailers, motor homes, boats, disabled vehicles, heavy equipment, or large, unsightly equipment, is prohibited. Recreational vehicles may be brought to the Unit only so long as is reasonably required for packing and unpacking provisions for such vehicles. This paragraph is not intended to prohibit the parking and reasonable use of any licensed motorcycles, motorbikes, mopeds or similar vehicles on paved areas of the property. (Declaration VIII D-4) Vehicles must not be serviced or worked on at Plumwood Terrace, either outside in the parking lot, or inside in the garages.

CLUBHOUSE RENTAL

Please refer to Appendix A.

COMMERCIAL ACTIVITY

No part of the property shall be used for other than housing and the related common purposes for which the property was designed. Each Condominium Unit shall be used as a residence for a single family and for no other purpose. A Unit Owner may use a portion of the Unit for an office or studio, provided that the activities therein shall not interfere with the quiet enjoyment and comfort of any other Owner or occupant. (Declaration VIII D-2)

No industry, business, trade, occupation or profession of any kind, commercial religious, educational, or otherwise, shall be conducted, maintained, or permitted on any part of the property, no shall any "For Sale" or "For Rent" signs or other window displays or advertising be maintained or permitted on any part of the property or in any Unit therein. (Declaration VIII D-13)

COMMON ELEMENTS

All Owners share use of entrances, hallways, elevators, garages, stairways, and grounds. The Clubhouse, Pool, and Tennis Court are also Common Elements. Therefore, it is essential that each Owner and Tenant be responsible for his or her family and guests.

COMPLAINTS BY OWNERS

Any complaint concerning the policies, rules, and regulations should be in writing to the Property Manager. It should be in detail and signed and dated by the Owner. The Board of Directors will review the complaint.

DISPLAYS

Unit Owners shall not cause or permit anything to be hung or displayed on the outside of windows or placed on the outside walls of the buildings. No sign, awning, canopy, shutter, radio or television antenna, or satellite dish shall be affixed to or placed upon the exterior walls, balcony, roof, Common Elements, or any part thereof without the prior written consent of the Board of Directors. (Declaration VIII D-6)

ELEVATORS

The elevator may never be locked open for more than 3 minutes. You may load the elevator once the items to be loaded are at the elevator door and unload at your floor. Unload all items and release the elevator for use. Do not overload the elevator, as this can cause the elevator to stop between floors.

EMERGENCY CALLS

1. Life-threatening situations: **dial 911**
2. Building or Unit concern:
 - a. **Call 963-1717** during office hours
 - b. Call your Building Director or a Board Member after hours.

The phone box in the Pool area is for **911** calls **only**. For **all** other calls, use the phone in your unit.

FIREWOOD STORAGE

Firewood may be stored in the garage space and extended not more than twenty-one inches (21") from the garage wall. Deck and patio-storage is not to exceed one cord of firewood. Urbandale Building Code requires that emergency exits (i.e. balconies and patios) from all Units be unobstructed.

GARBAGE (DUMPSTER)

All boxes are to be flattened before being placed in the dumpster. Trash and garbage bags should not be placed on the ground by the dumpster.

REMINDER: Use the south dumpster if the north dumpster is full.

Furniture, carpeting, paint, appliances, oil, etc. are **NOT** allowed. The fine for violation is fifty dollars (\$50.00).

LATE PAYMENT PENALTY

All Association fees are due on the first of the month. Payment must be received at the Clubhouse Office or dropped in the black boxes in entryways on or before the fifth (5th) of each month. Late fees must be paid with the regular dues. **If a late fee is not paid, the Owner's payment is still late.** The late fee penalty is fifteen dollars (\$15.00). A Not-Sufficient Funds (NSF) charge of twenty dollars (\$20.00) will be applied to the Owner's account for any checks returned.

LAWN CARE

Driving on the lawn for any purpose is prohibited. This includes, but is not limited to, work crews who are working on Units when the Owner is not on premises. The Owner will be fined fifty dollars (\$50.00) for each incident. In addition, any costs incurred for damage repair will be charged to the Owner.

NOXIOUS OR OFFENSIVE ACTIVITY

No noxious or offensive activity shall be conducted in any Unit or in the Common Elements, nor shall anything be done therein, either willfully or negligently, which may be or become an annoyance or nuisance to the other Owners or Tenants, cause them embarrassment, or constitute a disturbance. (Declaration VIII D-8) Washers, dryers, disposals, dishwashers, vacuums, etc. are not to be used after 9:00PM or before 8:00AM. Please limit construction noise and activity between the hours of 9:00am and 5:00pm. If necessary, a written complaint may be made to the Property Manager.

OTHER ACTIVITY

No light shall be emitted from any Unit, which is unreasonably bright or causes unreasonable glare. No sound shall be emitted on the property, which is unreasonably loud or annoying. No odor shall be emitted on the property, which is noxious or offensive to others. No tents or other temporary building, improvement, or structure shall be placed on the property. (Declaration VIII D-9)

No birdhouses or birdfeeders can be installed in or on any Common Element or Limited Common Element. No flowers can be planted on the grounds of the property. Flower boxes on balconies or patios need signed certification on file agreeing to accept all responsibility for any damages to persons or property caused by hanging flower boxes or pots from any balcony or patio.

In accordance with the City of Urbandale Code (January 1996), charcoal grills are **not** permitted on the property of multi-family dwellings. This included Plumwood Terrace Condominiums.

No activities shall be conducted on the property, which are or might be unsafe or hazardous to any person or the property. Without limiting the generality of the foregoing, **NO FIREARMS** shall be discharged on the property and **no open fires** shall be permitted on the property. (Declaration VIII D-10)

No clothes, sheets, blankets, laundry of any kind, or other articles shall be hung or exposed on any part of the Common Elements. The Common Elements shall be kept free and clear of rubbish, debris, and other unsightly materials. (Declaration VIII D-12)

"Open House" signs are permitted on the day of the Open House only.

PARKING

Garage parking is for Owners and Tenants only with one space per Unit. No parking is permitted in an unoccupied Unit space in the garage area without the Owner's written consent with a copy to the Property Manager. Parking two (2) vehicles in one (1) space is prohibited.

No parking in Common Elements.

No parking in front of dumpsters.

Violations will be twenty-five dollars (\$25.00) for the first incident. The Board of Directors will levy subsequent fines.

Parking in a designated No Parking area will result in a fifty-dollar (\$50.00) fine levied against the Owner whose family or guest vehicle is found in violation.

If you wish to store a vehicle, ask the Property manager where space is provided.

POOL RULES

Please refer to Appendix B.

RENTAL

The Units and Common Elements shall be used and occupied solely and exclusively for the purpose of a lodging or dwelling for the Unit Owner, his family, guests, agents and tenants, as hereinafter provided, and no Unit, in whole or in part, shall be used for any business purpose; provided that a Unit Owner may enter into a rental agreement to lease the Unit alone or together with as many other Unit Owners who so desire; provided, however, that any rental agreement or lease is specifically made subject to this Declaration and exhibits and provided further, that the Association is hereby appointed as agent for the Owner for the purposes of evictions and terminations of tenancy, and for the purpose of imposing fines and penalties. (Declaration VIII D-1)

SAFETY

Never allow anyone you do not know access to the buildings. Anyone wishing to gain entrance to a building should use the buzzer system. **DO NOT BUZZ SOMEONE IN UNLESS YOU ARE CERTAIN YOU KNOW WHO THEY ARE!**

DO NOT PROP THE ENTRANCE DOOR OPEN UNLESS YOU PLAN TO STAY THERE!

Should you observe anything suspicious on the grounds or around the buildings, please call the Property Manager or Building Directors, who are listed on the building bulletin boards or in this handbook.

SIGNS ON BULLETIN BOARDS

Owners may post signs on bulletin boards for personal use for a two-week period. All such postings **must be dated with the Unit number.**

SMOKING

Smoking is prohibited in or on the Common Elements. This includes the inside of all buildings, garages, elevators, and the Clubhouse. Any Owner may smoke in the Owner's Unit (including balcony or patio) only. This rule applies to guests, vendors and delivery and service persons as well.

SOLICITORS

"NO SOLICITING" signs have been posted on all entrance doors. Should you have a solicitor, contact the Property Manager or a Building Director.

SPEEDING

Please observe and obey the ten (10) mile per hour speed limit signs. Violators will face a fifty-dollar (\$50.00) fine from the Board of Directors, in addition to any legal fines incurred.

SAFETY AND HOLIDAY DECORATIONS

Live trees and/or fresh-cut greenery in any displays or decorations on the property are prohibited. This is a City of Urbandale Fire Code for multi-family dwellings and will be strictly enforced.

SPECIAL NOTES

All policies, rules, and regulations that are in the Declaration of Submission of Property to the Horizontal Property Regime and referred to in parentheses are mandated in the By-Laws of Plumwood Terrace Owners Association and can be amended only by a seventy-five per cent (75%) vote of the Association members.

The Board of Directors hopes that this Policy Handbook will provide all Owners and Tenants the necessary information for making Plumwood Terrace Condominiums a pleasant and trouble-free place to live.

REMINDER: Each Owner should have a copy of the following documents:

1. Articles of Incorporation
2. The Declaration of Submission of Property to the Horizontal Property Regime.
3. By-Laws of Plumwood Terrace Owners Association.
4. Two Amendments to the Declaration.
5. Second Supplement Declaration.

Renters will be provided a copy of this Handbook only.

Ask our **Property Manager** for copies that you may find missing from your files. Rates for copies are fifteen dollars (\$15.00) per document, five dollars (\$5.00) for replacement handbooks.

Handbook revised 2003.

The Board of Directors

PLUMWOOD ASSOCIATION CLUBHOUSE RENTAL – APPENDIX A

A thirty-five (\$35.00) dollar **Rental fee**, which is not refundable, is due from the owner of record, at the time the reservation is made. A one hundred seventy-five (\$175.00) dollar **Damage/Cleaning deposit is due, from the owner of record**, when the key is picked up.

The checklist below should be reviewed before taking possession of the clubhouse for your rental period. **You must clean the clubhouse and complete the checklist at the end of your rental period.** Cost of any unsatisfactory clean up or damage to the clubhouse or deck area will be withheld from the deposit and or charged to the owner responsible. If no damages, the deposit check will be returned within two (2) business days.

RULES:

- ALL KEGS/COOLERS **WILL BE KEPT OUTSIDE** ON THE DECK **NOT** IN THE CLUBHOUSE.
- **NO** FURNITURE FROM THE CLUBHOUSE SHALL BE TAKEN OUTSIDE.
- **NO** GLASS CONTAINERS IN THE POOL AREA.
- **NO** CONFETTI TO BE USED IN/OUT OF THE CLUBHOUSE: **TAPE CANNOT BE USED ON ANY SURFACE.**
- SECURE ALL DOORS WHEN LEAVING.
- **NO** SMOKING IN THE CLUBHOUSE.
- CLUBHOUSE RENTERS **MAY** FURNISH THEIR OWN GAS GRILLS FOR USE ON THE CLUBHOUSE DECK.

RENTAL DATE: _____ **RENTED BY:** _____
BUILDING _____ **Unit #** _____

**PLEASE COMPLETE AND LEAVE ON THE COUNTER IN
CLUBHOUSE.**

CLEANING CHECKLIST:

- VACUUM ALL CLUBHOUSE CARPETS.**
- MOP THE BATHROOM FLOORS WITH CLEANER.**
- MOP THE FLOOR IN FRONT OF THE FIREPLACE WITH CLEANER.**
- REPLACE LINERS IN WASTE CANS.**
- RETURN FURNITURE TO ORIGINAL PLACE.**
- CLEAN OVEN AND/OR MICROWAVE, IF USED.**
- CLEAN REFRIGERATOR, IF USED.**
- CLEAN SINK WITH CLEANER.**
- CLEAN COUNTER TOPS IN KITCHEN, BAR AND BATHROOMS.**
- CLEAN ALL TABLES: GAME TABLES, END TABLES.**

MISCELLANEOUS CHECK LIST

- LOCK POOL SIDE DOOR(S).**
- LOCK DOOR TO BATHROOMS.**
- TURN THERMOSTAT TO:**
 - 65 DEGREES IN WINTER (HEAT).**
 - 80 DEGREES IN SUMMER (AIR).**
- CLOSE ALL DRAPES.**
- CLUBHOUSE INVENTORY ACCOUNTED FOR.**
- LOCK MAIN DOOR AND PUT KEY IN OUTSIDE MAILBOX ON PILLAR.**

Unit owner's signature: _____

THANK YOU, IN ADVANCE, FOR YOUR COOPERATION.

APPENDIX B

POOL RULES:

1. The pool is for the use of Plumwood Terrace residents. Guests must be accompanied by a resident DO NOT open gates for anyone you do not know. DO NOT leave the pool gate(s) open.
2. The pool will be open from Memorial Weekend through Labor Day.
3. Pool hours: 10:AM to 10: PM Sunday—Saturday.
4. In accordance with the Iowa Law, children under 14 years of age may NOT swim or use the pool area unless accompanied by an adult, (someone over the age of 18). Children wearing diapers are NOT to use the pool.
5. Persons with open sores, cuts, or a communicable disease MAY NOT enter the pool.
6. NO GLASS items allowed in the pool and deck area.
7. Chairs, lounges and tables shall not be removed from the pool or deck.
8. No horseplay, running, or loud noises are permitted in the pool or deck.
9. Smoking permitted ON DECK ONLY.
10. Bathing suits only. NO CUTOFFS.
11. Use of sun tan LOTION only, NO OIL, please.
12. NO DIVING PERMITTED.

THE OBSERVING OF THE ABOVE RULES WILL INSURE ALL RESIDENTS AND GUESTS ENJOYMENT OF THE POOL AND POOL AREA. ANYONE FOUND NOT OBSERVING ALL THE ABOVE RULES WILL BE ASKED TO LEAVE THE POOL AND/OR DECK AREA.

Plumwood Terrace Condominiums

PET POLICY

May 2011

The Rules and Regulations adopted by the Board of Directors of the Plumwood Terrace Owners' Association prohibit the keeping of pets in, on, or about the Plumwood Terrace condominium regime or property.

POLICY FOR SERVICE ANIMALS

Service Animals may be permitted and cannot be a Prohibited Animal. Service Animals include only animals that are specially trained and certified to provide service to a person with a disability, such as seeing eye dogs and hearing dogs. Owners who are requesting approval of a Service Animal will be responsible for any damage or injury caused by the Service Animal. Medical certification will be requested to demonstrate the need for a Service Animal, and the animal must be properly certified as a Service Animal if such certification is available. Absent unusual, extenuating circumstances, only one Service Animal will be permitted for any Unit/Owner within the condominium regime.

Owners wishing to obtain approval for a Service Animal are required to complete a Service Animal Application and License Agreement. Absent unusual, extenuating circumstances, Service Animals must be neutered or spayed. The Owner of an approved Service Animal must take all necessary steps to prevent a female animal from reproducing on or about the condominium property. The Owner of an approved Service Animal will get and keep current any license for the animal required by any governmental authority, including required vaccinations.

UNIFORM RESTRICTIONS, LIMITATIONS, AND REQUIREMENTS

Owners who have an approved Service Animal must comply with the following:

1. Approved birds must be caged.
2. Dogs cannot exceed thirty (30) pounds at maturity.
3. Animals must be under the immediate and continuous supervision and control of the Owner, an adult member of the Owner's household, or an adult member of the household of a Tenant of the Owner.
4. Approved Service Animals must not cause noise that is or may be a disturbance at any time to other occupants or guests in, on, or about the condominium property.
5. Food and/or water for an approved Service Animal shall not be placed outside the Owner's Unit.
6. The Owner and the person(s) in charge of an animal will be jointly and severally responsible for indemnifying the Plumwood Terrace Owners' Association; its officers and directors; any management company; and any manager from and against any damage or injury to property and/or third-parties injured as a result of facts and/or circumstances wholly or partially attributable to the animal, including without limitation the costs of defense, reasonable attorney fees, and court costs.

7. The Owner and the person(s) in charge of an animal will be jointly and severally responsible for disposing of the animal's excrement promptly and in a sanitary manner.
8. Every Owner with an approved Service Animal must annually recertify the information in the Service Animal Application and License Agreement. Even in the absence of a formal recertification, the harboring of an animal purporting to be a qualified Service Animal shall be deemed a continuing certification of the information in the Service Animal Application and License Agreement, and a continuing agreement to abide by this Policy.

PROHIBITED ANIMALS

Approval will not be given for obtaining or keeping as a Service Animal any animal that would otherwise be prohibited in a residential setting such as animals declared to be exotic animals, wild animals, or animals that are otherwise specially regulated by local, state, or federal law. Approval will also not be given for keeping as a Service Animal any animal or breed deemed, in the reasonable discretion of the Plumwood Owners' Association Board of Directors or manager, to be a disproportionate safety hazard to either the property or other occupants or guests. This includes breeds of animals that are determined by veterinarians, the American Kennel Club, or other reputable organizations/agencies to be unduly aggressive. An example of this would be Rottweilers and Pit Bulls. It also includes animals that are subject to import restrictions or otherwise determined by veterinarians and animal specialists to cause undue safety risks as carriers of diseases. An example of this would be lizards such as iguanas, turtles with less than a four inch shell size, Gambian rats, and any and all poisonous reptiles or arachnids. Approval will also not be given for those animals that have a heightened risk of escaping the confines of their cages, containers, or other restraining devices and migrating to other units or into common areas, including gerbils, mice, snakes, spiders, and similar animals.

EFFECTIVE DATE

This Policy shall be effective immediately upon its formal approval by the Plumwood Terrace Owners' Association Board of Directors, and it will thereafter be distributed to all Owners.

WHAT YOU NEED TO DO

Owners and other occupants who do not currently have a Service Animal, or who do not intend to acquire a Service Animal, need not do anything as a result of the adoption of the foregoing Policy other than to report promptly any observed violations to the Plumwood Terrace Owners' Association Board of Directors, any officer or director, or any manager.

Owners who wish to obtain approval of a Service Animal should immediately complete the Service Animal Application and License Agreement, and return it to the manager. Applicants will be timely notified if the animal is approved as a Service Animal, subject to the foregoing Policy.

PLUMWOOD TERRACE CONDOMINIUMS

Balcony Water Damage Policy

The Problem:

The Board of Directors has received complaints from Owners that have enclosed balconies or patios who have sustained water damage to their balcony ceiling and personal property. The Board of Directors had the attorney for the Association review the Declarations and By-Laws to establish a legal opinion with regard to the responsibility of any damage caused as a result of water leaking from the balcony above.

The Opinion:

The Association Attorney provided the following opinion:

If a unit owner encloses a balcony he or she is responsible for the roof of that enclosure as well as the side panels, floor, etc. IF a unit owner is experiencing a leak, obviously their roof is leaking. The deck above their unit is NOT the roof and was not intended to be a (waterproof) roof.

Article IV of the Declarations, recorded at Book 5063 at Page 830, is amended by adding a new paragraph to Section B as follows:

"1. If Owner desires to enclose balcony area, it shall be enclosed according to the approved plan on file with the association. No other designs will be permitted. Enclosed area shall not be considered Limited Common Area. If the balcony is enclosed the owner shall be responsible for the maintenance and repair of the enclosure and enclosed area which includes, but not limited to, enclosed area, panels, railing and recessed area created by panels. Owner shall insure the enclosure and enclosed area. Each owner must furnish the Association a licensed structural engineer or architect's opinion as to the structure acceptance of such addition prior to beginning installation. The Board will select the balcony plan."

If you have additional questions, Please contact Property Management of Iowa LLC at 963-1717.



Doc ID: 026637380003 Type: GEN
 Kind: CONTRACT
 Recorded: 11/05/2012 at 12:35:32 PM
 Fee Amt: \$17.00 Page 1 of 3
 Polk County Iowa
 JULIE M. HAGGERTY RECORDER
 File# 2013-00042415

BK **14517** PG **680-682**

17
 Cash
 RL

RETURN TO:

Return to preparer. Prepared by: George Qualley IV, Qualley & Bleyhl, P.L.C., P.O. Box 41718, Des Moines, IA 50311, (515) 974-5658

RENTAL AMENDMENT TO DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR PLUMWOOD TERRACE CONDOMINIUM

This Rental Amendment to the Declarations of Submission of Property to Horizontal Property Regime for Plumwood Terrace Condominium is hereby executed this day this 24TH day of OCTOBER, 2012 by the President of Plumwood Terrace Owners Association.

WHEREAS, the Declaration of Submission of Property to Horizontal Property Regime (hereinafter "Declaration") for Plumwood Terrace Condominium was recorded on September 17, 1980 at Book 5063, Page 828, and was subsequently amended, in the Office of the Polk County (Iowa) Recorder, establishing a condominium development in the city of Urbandale, Polk County, Iowa, concerning the real estate legally described as follows:

Lot Three in PARKVIEW NORTH PLAT ONE, an Official Plat, now included in and forming a part of the city of Urbandale, Iowa.

WHEREAS, the Board of Directors of Plumwood Terrace Owners Association wish to amend their Declaration to create a fair and uniform process for the rental of units within the Association which protects the value and integrity of the Association and the Units within for the benefit of all Owners; and

WHEREAS, Plumwood Terrace Owners Association is controlled by its homeowners at the time of the adoption of the Amendment, and consent of the Declarant is not required to amend the Declaration; and

WHEREAS, three-fourths of the unit owners constituting the Association have voted to approve the Amendment hereunder, to be recorded in the Office of the Recorder of Polk County, Iowa, pursuant to the terms of the Declaration, and all other necessary preconditions to amending the Declaration under Article VI of the Declaration and any other applicable law have been satisfied; and

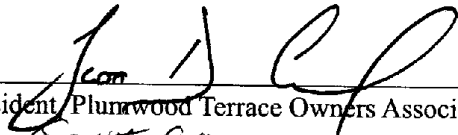
NOW THEREFORE, in consideration of the premises, Plumwood Terrace Owners Association hereby amends the Declaration by this Rental Amendment as follows:

1. AMENDMENT TO: ARTICLE VII, Section D, Paragraph 1: ARTICLE VII, Section D, Paragraph 1 of the Declaration shall be deleted in its entirety and replaced with the following:

1. The Apartments and Common Elements shall be used and occupied solely and exclusively for the purpose of a lodging or a dwelling for the Unit Owner, his family, guests, agents and tenants, and hereinafter provided and no Apartment, in whole or in part, shall be used for any business purpose; provided that a Unit Owner may rent or lease the apartment alone or together with as many other Unit Owners who so desire, subject to the following conditions:
 - i. The maximum number of non-Owner occupied (i.e. rental) Units shall not exceed 13 (thirteen) Units of the total number of units in the Plumwood Terrace Condominium.
 - ii. No owner shall rent his or her unit unless that owner has occupied the Unit to be rented for a period of not less than 12 consecutive months prior to the rental of said Unit.
 - iii. In the event that the maximum number of rental Units has been met or exceeded, the Board shall establish a procedure to allocate rental privileges to those Owner(s) wishing to rent their Units.
 - iv. Any rental or lease shall be subject to such additional Rules and Regulations which the Board may establish.
 - v. Failure to comply with any of the requirements set forth for the rental or lease of Units, including but not limited to renting or leasing a unit without the consent of the Board or renting or leasing a unit in excess of the number of Units available for rental as set forth in this Section, shall subject the offending Owner to a fine or other sanction which the board may establish. The Association may enforce its rights thereunder by bringing a lawsuit against the noncompliant apartment owner in a court of law or equity. If the Association prevails in such an action, it shall be entitled to injunctive and declaratory relief to the extent necessary to prevent noncompliance with this section. The Association shall also be entitled to recover actual damages, court costs, expenses, and reasonable attorney's fees.
 - vi. Any rental or lease of a Unit which pre-dates the effective date of this provision shall continued to be allowed until such time as the Unit is no longer rented or leased provided that Owners and their tenants and shall abide by this section, the Declaration, and any Rules and/or Regulations established by the Board, or their leasing and/or rental privileges may be revoked by the Board of Directors. Rights under this subsection shall not pass to any successors in interest of current Owners.
 - vii. Neither the Association nor any Owner shall discriminate on the basis of race, color, sex, national origin, religion, age, military status or disability in exercising any right or responsibility under this Section.

2. CONTINUED EFFECTIVENESS OF DECLARATION: Except as amended by this Rental Amendment and all previous amendments, the Declaration and all other governing documents of the Association shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the undersigned has executed this Rental Amendment to the Declaration as of the date and year first above written.



President Plumwood Terrace Owners Association
SCOTT CALDWELL

On this 24th day of OCTOBER 2012, before me, the undersigned, a Notary Public in and for the state of Iowa, personally appeared Scott Caldwell to me personally known, who by me duly sworn did say that he is the President of the nonprofit corporation executing this foregoing instrument, that said instrument was signed on behalf of Plumwood Terrace Owners Association, by authority of its members; and that Scott D. Caldwell as the aforementioned president acknowledged the foregoing instrument to be the voluntary act and deed of the aforementioned corporation, by it and him voluntarily executed.

 10-24-12
Notary Public in and for the State of Iowa

