

# **Maplewood Village Condominiums**

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**AN ADULT COMMUNITY**

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# **MAPLEWOOD VILLAGE CONDOMINIUMS**

## **CONDOMINIUM HOMEOWNERS GUIDE**

### **CONTAINED HEREIN:**

- 1. DECLARATIONS**
- 2. ARTICLES OF INCORPORATION**
- 3. BYLAWS**
- 4. RULES, REGULATIONS AND GENERAL INFORMATION**
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# DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME FOR MAPLEWOOD VILLAGE PLAT ONE, A CONDOMINIUM

Board of Directors (referred to hereafter as "Declarant") hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as MAPLEWOOD VILLAGE CONDOMINIUMS, a "Condominium," pursuant to Chapter 499B, Code of Iowa, 1983, entitled "Horizontal Property Act (condominiums)" the same to take effect when filed for record in the Office of the Recorder, Polk County, Iowa.

## (1) PURPOSES AND DEFINITIONS

- A. Purpose. The purpose of this Declaration is to submit and convey the lands hereinafter described and the apartment building and other improvements constructed or to be constructed thereon to the condominium form of ownership and use pursuant to the Iowa law.
- B. Definitions. As used herein, unless the context otherwise requires:
- (1) "Act" means the Horizontal Property Act of the State of Iowa, Chapter 499B, Code of Iowa (1983), as amended.
  - (2) "Association" means the MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION, an Iowa non-profit corporation, in accordance with Articles of Incorporation; attached hereto as Exhibit "B" and by this reference made a part hereof, as amended from time to time.
  - (3) "Board" means the Board of Directors of the Association.
  - (4) "Building" means the structural improvements located on the Parcel and forming a part of the Property and containing residential Units.
  - (5) "Bylaws" means the Bylaws of the Association, attached hereof, as Exhibit "C" and by this reference made a part hereof, as amended from time to time.
  - (6) "Common Elements" means all of the Property except for the Units, and, without limiting the generality of the foregoing, shall include those items defined as "General Common Elements" in the Act, including the following:
    - a. The Parcel
    - b. All foundations, floors, bearing walls and columns, exterior walls of each apartment and of the buildings, ceilings and roofs, halls, lobbies, stairways, and entrances and exits or communication ways.

- c. The garages, streets, sidewalks and outside parking and all basements, flat roofs, yards, and gardens, except as otherwise herein provided or stipulated.
  - d. All premises for the location of janitorial supplies and lodging for personnel in charge of the buildings, except as otherwise herein provided or stipulated.
  - e. All compartments or installments or central services such as utilities, cold and hot water, refrigeration, central air conditioning and central heating (except for furnace units contained solely within individual units), reservoirs, water tanks and pumps, swimming pool, sump pumps, storage areas, social center, lounges, saunas, and the like;
  - f. All garbage dumpsters and, in general, all devices or installations existing for common use;
  - g. All other elements of the Property desirably or rationally of common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration.
- (7) "Common Expenses" means and includes:
- a. All sums lawfully assessed against the Common Elements by the Managing Agent as authorized by the Board of Directors of the Association;
  - b. All expenses of administration and management, maintenance, operation, repair or replacement of and additions to Common Elements, including reserve funds for maintenance, repair and replacement of those Common Elements that must be replaced on a periodic basis.
  - c. Expenses for pest extermination and control, not caused by one or more unit owners or one or more unit occupants.
  - d. Expenses for common utility services being primarily gas, electric and water other than utilities charged by suppliers directly to individual units.
  - e. Expenses agreed upon as common expenses by the Unit Owners;
  - f. Expenses declared to be common expenses by this Declaration or by the Bylaws of the Association.
- (8) "Council of Unit Owners" means an assemblage called by written notice to all of the Unit Owners, which Council of Unit Owners has been incorporated as the Association.
- (9) "Declaration" means this instrument, by which the Property submitted to the provisions of the Horizontal Property Act of the State of Iowa, as hereinafter provided, and such Declaration as amended from time to time.

- (10) "Limited Common Elements" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful Occupants of such Unit or Units either in this Declaration, on the Plat or by the Board of Directors of the Association. Limited Common Elements shall include items such as, but shall not be limited to, convectors, pipes, ducts, electrical wiring and conduits located entirely within a Unit or adjoining Units and serving only such Unit or Units, any balconies and patios, air conditioning units serving individual units, and such portions of the perimeter walls, floors, ceilings, doors, vestibules, windows and entryways, and all associated fixtures and structures therein, as lie outside the Unit boundaries.
- (11) "Occupant" means a person or persons in possession of a Unit, regardless of whether said person is a Unit Owner.
- (12) "Parcel" means the parcel or tract of real estate, described as follows:  
 That part of the Northwest Fractional Quarter of Section 19, Township 80 North, Range 23 West of the 5th P.M., described as follows:  
 Commencing at the Northwest corner of said Section 19, thence South 00 00'00" East (assumed for purposes of this description) along the West line of said Northwest Fractional Section 19, 965.12 feet to the point of beginning; thence North 90 00'00" East, 449.00 feet; thence South 00 00' 00" East, 214.00 feet; thence North 90 00' 00" West, 79.00 feet; thence South 00 00' 00" East, 25.00 feet; thence North 90 00' 00" West, 370.00 feet to a point on the West line of said Northwest Fractional Quarter, Section 19; thence North 00 00' 00" East along said West line, 239.00 feet to the point of beginning and containing 2.42 acres more or less and subject to road right-of-way being the West 33 feet thereof, said right-of-way containing 0.18 acres more or less. Said parcel to be platted and known as Maplewood Village Plat One, an Office Plat now included in and forming a part of the City of Ankeny, Polk County, Iowa, which is hereby submitted to the provisions of the Act.
- (13) "Person" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.
- (14) "Plat" means the floor and elevation plans and drawings of the Building attached hereto as Exhibit "A" and by this reference made a part hereof.

- (15) "Property" means all the land, property and space comprising the Parcel, and all improvements and structures erected, constructed or contained therein or rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.
- (16) "Record" or "Recording" refers to the record or recording in the Office of the Recorder of Polk County, Iowa.
- (17) "Unit" means an enclosed space consisting of one or more rooms occupying all or part of a floor or floors in the Building which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plat, and the boundaries of each Unit shall be and are the unfinished interior surfaces of its perimeter walls, floors, and ceilings; and a Unit includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. ~~XX~~  
Any Unit may be jointly or commonly owned by more than one person. It is intended that the term "Unit" as used in this Declaration shall have the same meaning as the term "Apartment" as used in the Act.
- (18) "Unit Owner" means the person or persons whose estates or interests, individually or collectively, aggregate fee simple ownership of a Unit and of the undivided interest in the Common Elements appurtenant thereto, but shall not include those having an interest in a Unit merely as security for the performance of an obligation. Unless specifically provided otherwise herein, Declarant shall be deemed a Unit Owner so long as it is the legal titleholder of any Unit. It is intended that the term "Unit Owner" as used in this Declaration shall have the same meaning as the term "Co-Owner" as used in the Act.

(2) SUBMISSION OF PROPERTY TO THE ACT. Declarant is the equitable titleholder of the fee simple title to the Parcel, and expressly intends to, and by recording this Declaration does hereby, submit the Parcel and the Property to the provisions of the Act.

(3) PLAT. The Plat sets forth the descriptions, locations and other data, as required by the Act. The plat shows graphically all particulars of the Building including, but not limited to the following:

- A. The location, approximate area, number of rooms, and designated apartment number of each Unit;
- B. The dimensions, area and location of Common Elements affording access to each Unit;
- C. The other Common Elements, both limited and general, insofar as possible.



(4) UNITS. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plat. Every deed, lease, mortgage or other instrument shall legally describe a Unit by its identifying number as shown on the Plat and every such description shall be deemed good and sufficient for all purposes, as provided in the Act. Except as provided in this Declaration and in the Act, no Unit Owner shall, by deed, plat, court decree or otherwise, subdivide or in any other manner cause his or her Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plat.

(5) MANAGEMENT ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY.

A. MANAGEMENT AND OPERATION. There has been or will be formed an Association having the name MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION, an Iowa non-profit corporation, which Association shall be the governing body for all the Unit Owners, for the maintenance, repair, replacement, administration and operation of the condominium and all common elements, as provided in the Act, this Declaration and the Association Bylaws. The Association shall assume these duties and responsibilities at such time as the last Unit is developed, submitted and sold as a condominium, however, such transfer of control of the Owners' Association to the Unit Owners shall take place no later than five (5) years after the first unit of the first phase is conveyed or shall take place within four (4) months after seventy-five percent (75%) of all units of all phases in the project have been conveyed to unit purchasers, whichever shall first occur. Until that time the Declarant shall perform all such functions, and act as the Board of Directors of the Association and shall have the power to assess Unit Owners for common expenses. The Board of Directors of the Association shall be elected and shall serve in accordance with the provisions of the Bylaws of the Association. The fiscal year of the Association shall be determined by the Board of Directors, and may be changed from time to time as the Board deems advisable. The Association shall not be deemed to be ~~conduct~~ <sup>CONDUCTING</sup> a business of any kind. All activities undertaken by the Association shall be for the sole benefit of the Unit Owners, and all funds received by the Association shall be held and applied by it for the use and benefit of Unit Owners in accordance with the provisions of this Declaration and the Bylaws of the Association.

B. MANAGEMENT OF PROPERTY. The Board of Directors shall have the authority to engage the services of a management agent (Managing Agent) to maintain, repair, replace, administer and operate the property, or any part thereof, subject to the provisions of subparagraph C below. The Board of Directors shall also have the authority to engage, supervise and control such employees as the Board deems advisable to clean and maintain all or any part of the Common Elements and may extend to the Units to the extent the Board deems it advisable to provide such services for all or any portion of the Unit Owners. The Declarant,

until the last unit is sold, and, thereafter, the Association shall have the right to keep the books for the usual and nominal charge. The cost of such services specified in this paragraph shall be a common expense, except such costs as may be segregated for particular units as the Board, in its sole discretion, may determine.

- ~~9/2/87~~
- C. INITIAL MANAGEMENT CONTRACT. The First Board of Directors, appointed by the Council of Unit Owners as provided herein, shall ratify and approve an initial management agreement between the Declarant, on behalf of the Association, and a management provider, which may be a corporation related to the Declarant, to act as Managing Agent for the property. Either party may terminate the initial management contract without the payment of any kind of penalty for early termination and without cause, by giving the other party a written notice of intent to terminate at least 90 days prior to the effective termination date. The initial management contract shall contain the above right to terminate clause.
- D. APARTMENT FOR BUILDING PERSONNEL. The Board of Directors shall have authority to lease, purchase and mortgage one or more Units or other residential quarters for management personnel. All rental or debt service paid by the Association pursuant to any such lease agreement or mortgage shall be a common expense. Notwithstanding the provisions of Paragraph (1)B of this Declaration or the payment thereof as a common expense, any such Unit or other residential quarters leased or purchased for management personnel, as provided hereunder, shall not otherwise constitute a part of the Common Elements.
- E. NON-LIABILITY OF THE BOARD OF DIRECTORS. Neither the members of the Board of Directors, nor Officers of the Association shall be personally liable to the Unit Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever as such members of the Board of Directors except for any acts or omissions found by a Court to constitute gross negligence or fraud. The Unit Owners shall indemnify and hold harmless the members of the Board of Directors and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the Bylaws of the Association.
- F. BOARD'S DETERMINATION BINDING. In the event of any dispute or disagreement between any Unit Owners relating to the property, or any questions of interpretation or application of the provisions of the Declaration or Bylaws of the Association, such dispute or disagreement shall be submitted to the Board of Directors. The determination of such dispute or disagreement by the Board shall be binding on each and all such Unit Owners, subject to the right of Unit Owners to seek other remedies provided by law after such determination by the Board.

Paragraph (12) Replaced by FIRST SUPPLEMENT / AMENDMENT

SEE THE FIRST SUPPLEMENT / AMENDMENT in the amendment section

(12) OWNERSHIP OF THE COMMON ELEMENTS. Each Unit Owner shall be entitled to an undivided interest in the Common Elements, both limited and general. Said undivided interest in the Common Elements shall be expressed as a fraction and owned by the Unit Owners as tenants in common. Such fraction of ownership interest shall be the same in both the Limited Common Elements and the General Common Elements, notwithstanding any exclusive right of use of any Limited Common Element which may be appurtenant to a particular Unit. The ownership of each Unit shall not be conveyed separately from the fractional ownership in the Common Elements. The fractional ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even through the legal description in the instrument conveying or encumbering said Unit may refer only to title to that Unit, or may refer to an incorrect fraction for that Unit. Title to a Unit held by more than one person or entity shall collectively constitute one Unit ownership per Unit.

The amount of such undivided interest appurtenant to each Unit shall be a fraction, the nominator of which is one and the denominator of which shall be the total number of Units within the regime.

The Declarant reserves the right to submit additional parcels and buildings to the regime hereby created in accordance with the terms of Paragraph 13 hereof. In such event, fractional ownership shall be determined by the application of the formula heretofore described in this section which shall include the total number of apartments in the regime including any additional apartments submitted to the regime after this Declaration is duly recorded as hereinafter provided. (As an example: Maplewood Village Plat One has a total of 29 Units submitted to the regime and the owner of each Unit shall have 1/29th undivided interest in the lands and other Common Elements of the regime, whether they be limited or general located in or on Maplewood village Plat One; when additional parcels and buildings are added to the regime such as 29 Units on Maplewood Village Plat Two, then the owner of each Unit in the regime shall have 1/58th undivided interest in the parcel and other Common Elements, limited or general, located in or on Maplewood Village Plat One and Maplewood Village Plat Two.)

(13) NO PARTITION. The Common Elements shall remain undivided and shall not be the object of an action for partition or division of the co-ownership thereof so long as suitable for a condominium regime, and, in any event, by purchase of a unit all Unit Owners have agreed that all mortgages must be paid in full prior to bringing an action for partition or the consent of all mortgagees must be obtained.

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

adjoining Units. Such rights to use the Common Elements shall be subject to and governed by the provisions of the Act, the Declaration, Bylaws of the Association and rules and regulations of the Association. In addition, the Association shall have the right to lease, rent, grant concessions or grant easements to parts of the Common Elements, subject to the provisions of the Declarations and Bylaws of the Association. Any income derived from such arrangements shall be held for the use and benefit of the Association, pursuant to such rules or regulations as the Board of Directors may adopt or prescribe.

Any Unit Owner who fails to pay any assessment levied by the Unit Owners' Association within ten (10) days of its due date or fails to abide by the Owners' Association's rules for use of the common areas and facilities, may be temporarily suspended by the Unit Owners' Association from the use of the Common Elements.

(15) GARAGE AND STORAGE. Each condominium building will have an attached garage on either end. The garage areas shall be part of the Common Elements. Each parking space and storage area within a garage is identified by a number. The numbered parking spaces and storage areas are limited common elements and at least one of each is reserved as such for the use of the particular unit in the building whose number corresponds to the number of the parking space and storage area.

(16) EXTRA GARAGE SPACES. There are five (5) extra garage spaces owned by Unit Owners. When a Unit Owner sells his or her unit, they may sell their extra garage space to the new owner or to the Association who in turn will offer it for rent to a qualified Maplewood Village Condominium resident.

(17) COMMON EXPENSES.

- A. Each Unit Owner shall pay his or her proportionate share of the common expenses prorated proportionate to ownership of existing units.
- B. The proportionate share of the common expenses shall be equal to the proportionate square footage of each Unit to the total square footage of all the Units, as expressed in the percentages established in Exhibit "D", attached hereto and made a part hereof.
- C. No Unit Owner may exempt himself from liability for his or her contribution towards the common expenses by waiver of the use or enjoyment of any of the common areas or by the abandonment of his or her condominium Unit.

(18) ASSESSMENT FOR COMMON EXPENSES.

- A. The Association shall assess each Unit Owner at least annually for his or her proportionate share of the common expenses. Such assessments may be collected monthly, quarterly, semi-annually or annually in advance or at such other intervals as the Association may deem necessary.
- B. In addition to the annual assessments authorized above, the Association may levy in any assessment year special assessments for the purposes of defraying, in whole or in part (1) the cost of any construction, reconstruction, repair or replacement of a capital improvement, including fixtures and personal property related thereto, or (2) any expense of any other contingencies; provided that any such assessments shall have the assent of two-thirds (2/3) of the votes of the co-owners present at a meeting duly called for this purpose.

(19) LIEN FOR ASSESSMENTS FOR COMMON EXPENSES. All sums assessed by the Association but unpaid for the share of the common expenses or assessments levied or chargeable to any Unit shall constitute a lien on such Unit prior to all other liens except only (1) tax liens on the Unit in favor of any assessing Unit and special districts, and (2) all sums unpaid on the first mortgage of record. Such lien may be foreclosed by suit by the Managing Agent or Board of Directors, acting on behalf of the Unit Owners, in like manner as mortgage of real property. In any such foreclosure the Unit Owner shall be required to pay Plaintiff's reasonable attorney fees and costs; and, pay a reasonable rental for the Unit and the plaintiff in such foreclosure action shall be entitled to the appointment of a receiver to collect the same. The Managing Agent or Board of Directors, acting on behalf of the Unit Owners, shall have power to bid on the Unit at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing same. In the case of a suit to recover a money judgment for unpaid common expenses, Unit Owner against whom suit is filed agrees to pay Plaintiff's reasonable attorney fees and costs.

(20) LIABILITY OF MORTGAGEE FOR COMMON EXPENSES. Where the mortgagee of a first mortgage of record or other purchaser of a Unit obtains title to the Unit as a result of foreclosure of the first mortgage, such acquirer of title, his or her successors and assigns, shall not be liable for the share of the common expenses or assessments by the Association chargeable to such Unit which became due prior to the acquisition of title to such unit by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the Unit Owners, including such expenses collectible from all of the successors and assigns.

(21) LIABILITY FOR ASSESSMENTS AFTER CONVEYANCE. In a voluntary conveyance of a Unit the grantee of the Unit shall be jointly and severally liable with the grantor for all unpaid assessments by the Association against the latter for his or her share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the

amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the Managing Agent or Board of Directors, as the case may be, setting forth the amount of the unpaid assessments against the grantor due the Association and such grantee shall not be liable, nor shall the condominium Unit conveyed be subject to the Association against the grantor in excess of the amount therein set forth as of the date of the statement.

(22) ENCROACHMENT. The Unit Owners agree that if any portion of the common areas and facilities encroaches upon the Units, or if any Unit shall actually encroach upon any portions at the Common Elements or facilities, there shall be deemed to be mutual easements in favor of the Owners of the Common Elements and facilities and the respective Unit Owners, to the extent of such encroachments, so long as it exists.

(23) EASEMENTS. Appurtenant to each Unit shall be easements from each Unit Owner to each other Unit Owner and to the Association and from the Association to the respective Unit Owners and to the Declarant and from the Declarant to the Association and the respective Unit Owners as follows:

- A. For ingress and egress through the common areas and for maintenance, repair and replacement as authorized by the Declaration or Bylaws of the Association.
- B. An easement to the City of Ankeny for ingress and egress over, across, and through the common areas for the purpose of operating any water line shut off valve box.
- C. Through the Units and common facilities for maintenance, repair, replacement or reconstruction of Common Elements, but access to Units shall be only during reasonable hours except in case of emergency.
- D. Through the Units and Common Elements for maintenance, repair, replacement or reconstruction of conduits, ducts, plumbing, wiring and other facilities, but access to Units shall be only during reasonable hours except in case of emergency.
- E. Reference in the respective deeds of conveyance, or in any mortgage or trust deed or other evidence of obligation, to the easements and rights described in this Declaration, shall be sufficient to create and reserve such easements and rights to the respective grantees, mortgagees and trustees of such parcels as fully and completely as though such easements and rights were recited fully and set forth in their entirety in such documents.
- F. If there are additional condominium regimes located in the aforesaid Development Area, or in the future, the such other Unit Owners shall have and grant the same easement rights to and from the Association, existing Unit Owners, the Declarant and the City of Ankeny.

(24) MAINTENANCE, REPAIRS AND REPLACEMENT. Except to the extent the Board of Directors provided (at its option and discretion) maintenance of the Units for Unit Owners, each Unit Owner, at ~~this~~ → or her own expense, shall furnish and be responsible for all maintenance of, repairs to and replacements within his or her own Unit. Maintenance of, repairs to and replacements within the

Common Elements shall be the responsibility of an shall be furnished by the Association. Out of the regular assessments for common expenses, the Owners' Association will establish and maintain a reserve fund for the periodic maintenance, repair, and replacement of improvements to common areas and those limited common areas that the Association is obligated to maintain. The cost of maintenance of, repairs to and replacements with the Units to the extent the Board of Directors elects to provide such services and within the Common Elements shall be part of the common expenses, subject to the Bylaws, rules and regulations of the Association. However, at the discretion of the Board of Directors, maintenance of, repairs to and replacements within the Limited Common Elements may be provided and assessed in whole or in part to Unit Owners benefited thereby, and, further, at the discretion of the Board of Directors the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to and replacements within the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board of Directors such Lien waivers and contractor's and subcontractors' sworn statements as may be required to protect the property from all mechanics' or materialmens' lien claims that my arise therefrom.

In addition to the discretionary authority provided herein for maintenance for all or any portion of the Units, the Board of Directors shall have the authority to maintain and repair any Unit, if such maintenance or repair is reasonably necessary in the discretion of the Board of Directors to protect the Common Elements or preserve the appearance and value of the property, and if the Unit Owner of said Unit has failed or refused to perform said maintenance or repair within a reasonable time after written notice of the necessity of said maintenance or repair delivered by the Board, and the Board shall levy a special assessment against the Unit of such Unit Owner for the cost of said necessary maintenance or repair.

If, due to the act or neglect of a Unit Owner, or his or her agent, servant, tenant, family member, invitee, licensee or household pet, damage shall be caused to the Common Elements or to a Unit or Units owned by others, or maintenance, repair or replacements are required which would otherwise be a common expense, then such Unit Owner shall pay for such damage or such maintenance, repair and replacements, as may be determined by the Association; however, the provisions of Paragraph hereof provided for waiver of subrogation rights with respect to casualty damage insured against under the policies of insurance maintained by the Board of Directors.

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

(25) STREETS, PARKING AREAS, SIDEWALKS. Outlot X and Outlot Y of Maplewood Village Plat One are reserved for installation of streets, parking areas and utilities. Any streets, parking areas or sidewalks installed on or over said Outlots shall constitute private streets, parking areas or sidewalks, and shall be maintained as follows:

- A. The Maplewood Village Condominium Association shall maintain the streets, parking areas or sidewalks installed on said Outlot X and Outlot Y. The streets, parking areas and sidewalks will be kept clear of ice, snow and other debris and obstructions as is reasonably practical. The City of Ankeny, Iowa is not responsible for cleaning or maintaining said streets, parking areas or sidewalks. However, the City of Ankeny, Iowa, may bring an action in law or equity to compel Maplewood Village Condominium Association to observe the provisions of this paragraph, in which event said Association shall be liable for all costs and expenses of the City of Ankeny, Iowa, in so doing, including reasonable attorney fees.
- B. The City of Ankeny, Iowa, is granted a perpetual easement over and across such streets for the purpose of ingress and egress for fire and police protection. No obstructions shall be permitted upon said easements which would hinder or delay fire and police equipment moving across the same in a reasonable manner.

(26) ALTERATIONS, ADDITIONS OR IMPROVEMENTS. Except as provided in this Paragraph, no alteration of any Common Elements or any additions or improvements thereto, shall be made by any Unit Owner without the prior written approval of the Board of Directors. The Board of Directors may authorize and charge as common expenses alterations, additions and improvements of the Common Elements as provided in the Bylaws. Any Unit Owner may make alterations, additions or improvements within his or her Unit (including minor alterations to the perimeter walls of his or her Unit caused by nails, screws, staples, and the like) without the prior written approval of the Board, but such Unit Owner shall be responsible for any damage to other Units, the Common Elements, the property or any part thereof, resulting from such alterations, additions or improvements, and must remove alterations, additions or improvements to the exterior of his or her Unit if requested by the Board of Directors.

That part of the Common Elements separating and located between and exclusively serving two or more adjacent Units used together (including without limitation, portions of any hallway and any walls) may be altered to afford ingress and egress to and from such Units and to afford privacy to the occupants of such Units when using such Common Elements, and that part of the Common Elements so altered may be used by the Unit Owner or Owners of such Units as a licensee pursuant to a license agreement with the Association, provided (1) such alterations shall not weaken, impair, or endanger any of the Common Elements of any Unit; (2) the Unit Owner or Owners desiring to make such alterations shall notify the Board of Directors of the nature thereof not later than ten (10) days prior to commencing work; (3) the expense of making such alterations shall be paid in full by the Unit Owner or Owners making such alteration; (4) such Unit Owner or Owners shall pay in full the



expense of restoring such Common Elements to their condition prior to such alteration in the event such Units shall cease to be used together, as aforesaid; and, (5) Common Elements (other than the aforesaid part of the Common Elements separating such adjacent units), including without limitation, reasonable access and ingress to and egress from the other Units in any hallway affected by any such alteration.

(27) INSURANCE.

- A. The Board of Directors or Managing Agent shall obtain and continue in effect blanket property insurance on the building and Common Elements in form and amounts satisfactory to mortgagees holding first mortgages covering condominium units but without prejudice to the rights of the Unit Owners to obtain individual condominium Unit insurance. Such blanket property insurance shall cover loss by damage and fire and such other hazards as are covered under standard extended coverage provisions and may include other and additional coverage as the Board deems necessary or desirable.
- B. Insurance premiums for any blanket insurance coverage and the other insurance coverages shall be a common expense to be paid by monthly assessments levied by the Association, and such payments shall be held in a separate escrow account of the Association and used solely for the payment of the blanket property insurance premiums and other insurance premiums as such premiums become due.

(28) CASUALTY LOSSES.

- A. In the event the property or any part thereof is partially destroyed by casualty, the Association shall apply all insurance proceeds received to the repair of said property or part thereof.
- B. If the property or any part thereof is totally destroyed, such proceeds shall be likewise applied, after first satisfying any mortgagees, unless by unanimous vote the Unit Owners agree to not rebuild or replace any such totally destroyed part.
- C. In the event that insurance proceeds are insufficient to pay the cost of repair, restoration or reconstruction, or the Property is not insured against the peril causing loss or damage, the excess costs shall be levied against the Unit Owners as a specially-assessed common expense, if approved by two-thirds (2/3) of the owners within thirty (30) days of the loss.
- D. (1) In the event of B above, all insurance proceeds received shall be apportioned and distributed to the owners of such destroyed units in accordance with the proportionate shares established pursuant to Section 18(B) if the Association does not rebuild or replace any such totally destroyed part.  
(2) In the event of C above, all insurance proceeds received shall be apportioned and distributed to the owners of any damaged or destroyed Units in accordance with the proportionate shares established pursuant to Section 18(B), and reduced so that each such Unit Owner shall receive an equal percentage of his or her damages,

such percentage to be equal to the ratio that the total proceeds received bears to the total damages, if the Association does not specially assess the members for the deficit.

- E. Each Unit Owner and occupant shall be responsible for insuring his or her own respective personal property and possessions and each waives subrogation and holds harmless all other, the Declarant, Association and Board of Directors from negligent damage which is insured, or normally should have been insured.
- F. The Association shall adjust all claims arising under insurance policies purchased by the Association and execute and deliver releases upon the payment of claims for each apartment owner and for each owner of a mortgage or other lien upon an apartment and for each owner of any other interest in the property. Each apartment owner, mortgagee, lienholder or owner of such other interest hereby agrees to be bound by the adjudgment so made and the releases so executed and delivered, and irrevocably appoints the Association as their respective attorney-in-fact for these purposes.

(29) AGREEMENT. The Owners of the condominium Units covenant and agree that the administration of the condominium regime shall be in accordance with the provisions of the Act, this Declaration, the Articles and Bylaws of the Association which are made a part hereof and attached as Exhibit "B" and "C" respectively, and any administrative rules and/or regulations adopted or approved by the Board of Directors. Failure to comply with any such provisions, decisions, or resolutions as provided in this Section and Section 5(G) shall be grounds for an action to recover sums due, for damages, or for injunctive relief. And furthermore, the Board of Directors shall and do have the authority to levy fines for violations of any Administrative Rules and/or regulations or policies adopted or approved by the Board of Directors. These fines shall be in accordance with, "Schedule of Fines", dated June 1, 1997.

(30) AMENDMENTS. Amendment(s) of a material nature to any part of this Declaration, the legal map, the Owners' Association Bylaws, or the Articles of Incorporation, must be agreed to by Unit Owners representing at least 67 percent of the total allocated votes in the Owners' Association. In addition, approval must be obtained from eligible mortgage holders representing at least 51 percent of the votes of unit estates that are subject to mortgages held by eligible holders. Eligible mortgage holders are those holders of a first mortgage on a unit estate who have requested the Owners' Association to notify them on any proposed action that requires the consent of a specified percentage of eligible mortgage holders. When Unit Owners are considering termination of the legal status of the project for reasons other than substantial destruction or condemnation of property, the eligible mortgage holders representing at least 67 percent of the votes of the mortgaged units must agree.

If an amendment or addition is not considered a material change, such as the correction of a technical error or the clarification of a statement, etc., implied approval shall be assumed when an

eligible mortgage holder fails to submit a response to any written proposal for an amendment within 30 days after notice of the proposal is made to the eligible mortgage holder.

A change of any of the following would be considered material: voting rights; assessments, assessment liens, or subordination of assessment liens; reserves for maintenance, repair and replacement or common areas; responsibility for maintenance and repairs; reallocation of interests in the general or limited common areas, or rights to their use; boundaries of any unit; convertibility of units into common areas or vice versa; expansion or contraction of the project or the addition, annexation or withdrawal of property to or from the project; insurance or fidelity bonds; leasing of units; imposition of any restrictions on a unit owner's right to sell or transfer his or her unit; a decision by the Owners' Association to establish self management when professional management had been required previously by an eligible mortgage holder; restoration or repair of the project (after a hazard damage or partial condemnation) in a manner other than that specified in the documents; any action to terminate the legal status of the project after substantial destruction or condemnation occurs; or any provisions that expressly benefit mortgage holders, insurers or guarantors.

(31) RIGHTS OF ACTION. The Owners' Association or any aggrieved Unit Owner has the right of action against Unit Owners who fail to comply with the provisions of this Declaration, the Association Articles, the Association Bylaws, or the decisions made by the Association. The Unit Owners also have a right of action against the Association for non-compliance or non-enforcement of this Declaration, the Association Articles, the Association Bylaws, or the decisions of the Association itself.

The successful litigant to such an action shall, at the discretion of the court, be entitled to reasonable attorney's fees, court costs and reasonable expert witness fees, if any.

(32) RIGHTS OF MORTGAGE HOLDERS, INSURERS OR GUARANTORS. The holder, insurer or guarantor of the mortgage on any unit in the project is entitled to timely written notice of: any condemnation or casualty loss that affects either a material portion of the project of the unit securing its mortgage; any 60-day delinquency in the payment of assessments or charges owed by the owner of any unit on which it holds the mortgage; a lapse, cancellation or material modification of any insurance policy or fidelity bond maintained by the Owners' Association; and any proposed action that requires the consent of a specified percentage of eligible mortgage holders.

To obtain this information, the mortgage holder, insurer or guarantor should send a written request to the Owners' Association, stating both its name and address and the unit number or address of the unit it has the mortgage on.

(33) CONDEMNATION AND LIQUIDATION. The contingencies of condemnation or liquidation have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or Bylaws as the case may be.

(34) SEVERABILITY. The provisions hereof shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof as may be determined by a Court of competent jurisdiction shall not affect the validity or enforceability of any other provisions hereof.

(35) Words and phrases herein, including acknowledgement hereof, shall be construed as in the singular or plural number and as masculine, feminine or neuter gender, according to the context.

MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION  
BOARD OF DIRECTORS

SIXTH SUPPLEMENT/AMENDMENT - EXHIBIT D  
 MAPLEWOOD VILLAGE CONDOMINIUMS

BUILDING ONE - 401 S.E. DELAWARE, ANKENY, IOWA

UNIT NUMBER	AREA IN SQUARE FOOTAGE	PERCENTAGE OF COMMON & LIMITED ELEMENTS	STORAGE & GARAGE STALL ASSIGNMENTS
FIRST FLOOR (GROUND FLOOR)			
103	950	.00550852	103
104	950	.00550852	104
105	950	.00550852	105
106	750	.00434883	106
107	750	.00434883	107
108	1025	.00594341	108
109	750	.00434883	109
SECOND FLOOR			
201	800	.00463876	201
202	800	.00463876	202
203	950	.00550852	203
204	950	.00550852	204
205	950	.00550852	205
206	940	.00545054	206
207	750	.00434883	207
208	1070	.00620434	208
209	750	.00434883	209
210	800	.00463876	210
211	800	.00463876	211
THIRD FLOOR			
301	800	.00463876	301
302	800	.00463876	302
303	950	.00550852	303
304	950	.00550852	304
305	950	.00550852	305
306	940	.00545054	306
307	750	.00434883	307
308	1070	.00620434	308
309	750	.00434883	309
310	800	.00463876	310
311	800	.00463876	311
TOTAL BLDG.1	<u>25245</u>	<u>0.14638177</u>	
TOTAL ALL BLDGS	<u>172460</u>	<u>1.00000000</u>	

SIXTH SUPPLEMENT/AMENDMENT - EXHIBIT D  
 MAPLEWOOD VILLAGE CONDOMINIUMS

BUILDING TWO - 411 S.E. DELAWARE, ANKENY, IOWA

UNIT NUMBER	AREA IN SQUARE FOOTAGE	PERCENTAGE OF COMMON & LIMITED ELEMENTS	STORAGE & GARAGE STALL ASSIGNMENTS
FIRST FLOOR (GROUND FLOOR)			
103	950	.00550852	103
104	950	.00550852	104
105	950	.00550852	105
106	940	.00545054	106
107	750	.00434883	107
108	1025	.00594341	108
109	950	.00550852	109
SECOND FLOOR			
201	1150	.00666821	201
202	1150	.00666821	202
203	950	.00550852	203
204	950	.00550852	204
205	950	.00550852	205
206	1130	.00655224	206
207	750	.00434883	207
208	1070	.00620434	208 & 208-2 Bldg. 1
209	950	.00550852	209
210	1150	.00666821	210
211	1150	.00666821	211
THIRD FLOOR			
301	1140	.00661023	301
302	1140	.00661023	302
303	950	.00550852	303
304	1080	.00626232	304
305	950	.00550852	305
306	1130	.00655224	306
307	750	.00434883	307
308	1200	.00695814	308
309	950	.00550852	309
310	1140	.00661023	310
311	<u>1140</u>	<u>.00661023</u>	311
TOTAL BLDG. 2	<u>22435</u>	<u>0.17067720</u>	
TOTAL ALL BLDGS	172460	1.00000000	

SIXTH SUPPLEMENT/AMENDMENT - EXHIBIT D  
 MAPLEWOOD VILLAGE CONDOMINIUMS

BUILDING THREE - 409 S.E. DELAWARE, ANKENY, IOWA

UNIT NUMBER	AREA IN SQUARE FOOTAGE	PERCENTAGE OF COMMON & LIMITED ELEMENTS	STORAGE & GARAGE STALL ASSIGNMENTS
FIRST FLOOR (GROUND FLOOR)			
103	950	.00550852	103
104	950	.00550852	104
105	950	.00550852	105
106	940	.00545054	106
107	750	.00434883	107
108	1025	.00594341	108
109	950	.00550852	109
SECOND FLOOR			
201	1150	.00666821	201
202	1150	.00666821	202
203	950	.00550852	203 & 203-3 Bldg.5
204	950	.00550852	204
205	950	.00550852	205
206	1130	.00655224	206
207	750	.00434883	207
208	1070	.00620434	208
209	950	.00550852	209
210	1150	.00666821	210
211	1150	.00666821	211
THIRD FLOOR			
302	2280	.01322046	302
303	950	.00550852	303
304	1080	.00626232	304
305	950	.00550852	305
306	1130	.00655224	306
307	750	.00434883	307
308	1200	.00695814	308
309	950	.00550852	309
310	1140	.00661023	310
311	<u>1140</u>	<u>.00661023</u>	311
TOTAL BLDG. 3	<u>29455</u>	<u>0.17967720</u>	
TOTAL ALL BLDGS	172460	1.00000000	

SIXTH SUPPLEMENT/AMENDMENT - EXHIBIT D  
 MAPLEWOOD VILLAGE CONDOMINIUMS

BUILDING FOUR - 407 S.E. DELAWARE, ANKENY, IOWA

UNIT NUMBER	AREA IN SQUARE FOOTAGE	PERCENTAGE OF COMMON & LIMITED ELEMENTS	STORAGE & GARAGE STALL ASSIGNMENTS
FIRST FLOOR (GROUND FLOOR)			
103	950	.00550852	103
104	950	.00550852	104
105	950	.00550852	105
106	940	.00545054	106
107	750	.00434883	107
108	1025	.00594341	108
109	950	.00550852	109
SECOND FLOOR			
201	1150	.00666821	201
202	1150	.00666821	202
203	950	.00550852	203
204	950	.00550852	204
205	950	.00550852	205
206	1130	.00655224	206
207	750	.00434883	207
208	1070	.00620434	208
209	950	.00550852	209
210	1150	.00666821	210
211	1150	.00666821	211
THIRD FLOOR			
301	1140	.00661023	301
302	1140	.00661023	302
303	950	.00550852	303
304	1080	.00626232	304
305	950	.00550852	305
306	1130	.00655224	306
307	750	.00434883	307
308	1200	.00695814	308
309	950	.00550852	309
310	1140	.00661023	310
311	<u>1140</u>	<u>.00661023</u>	311
TOTAL BLDG. 4	<u>29435</u>	<u>0.17067720</u>	
TOTAL ALL BLDGS	172460	1.00000000	
	#####	#####	



SIXTH SUPPLEMENT/AMENDMENT - EXHIBIT D  
 MAPLEWOOD VILLAGE CONDOMINIUMS

BUILDING FIVE - 405 S.E. DELAWARE, ANKENY, IOWA

UNIT NUMBER	AREA IN SQUARE FOOTAGE	PERCENTAGE OF COMMON & LIMITED ELEMENTS	STORAGE & GARAGE STALL ASSIGNMENTS
FIRST FLOOR (GROUND FLOOR)			
103	950	.00550852	103
104	950	.00550852	104
105	950	.00550852	105
106	940	.00545054	106
107	750	.00434883	107
108	1025	.00594341	108
109	950	.00550852	109
SECOND FLOOR			
201	1150	.00666821	201
202	1150	.00666821	202
203	950	.00550852	203
204	950	.00550852	204
205	950	.00550852	205
206	1130	.00655224	206
207	750	.00434883	207
208	1070	.00620434	208
209	950	.00550852	209
210	1150	.00666821	210
211	1150	.00666821	211
THIRD FLOOR			
301	1140	.00661023	301
302	1140	.00661023	302
303	950	.00550852	303
304	1080	.00626232	304
305	950	.00550852	305
306	1130	.00655224	306
307	750	.00434883	307
308	1200	.00695814	308
309	950	.00550852	309
310	1140	.00661023	310
311	<u>1140</u>	<u>.00661023</u>	311
TOTAL BLDG. 5	<u>29435</u>	<u>0.17067720</u>	
TOTAL ALL BLDGS	172460	1.00000000	
	*****	*****	

SIXTH SUPPLEMENT/AMENDMENT - EXHIBIT D  
 MAPLEWOOD VILLAGE CONDOMINIUMS

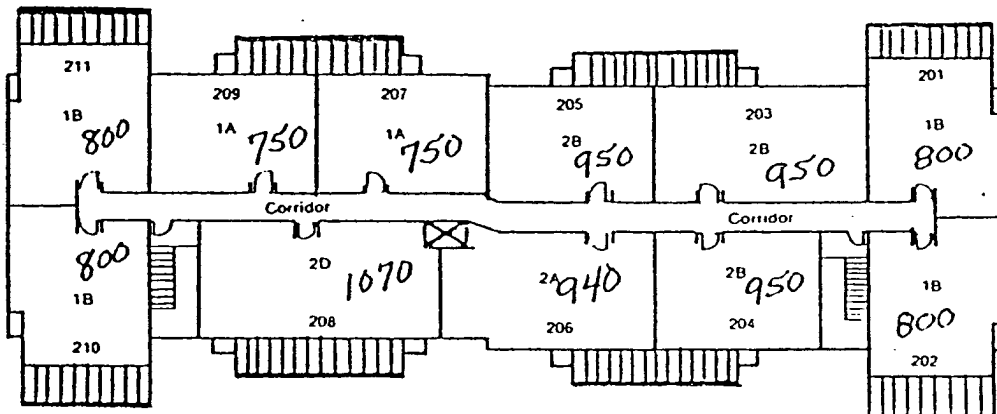
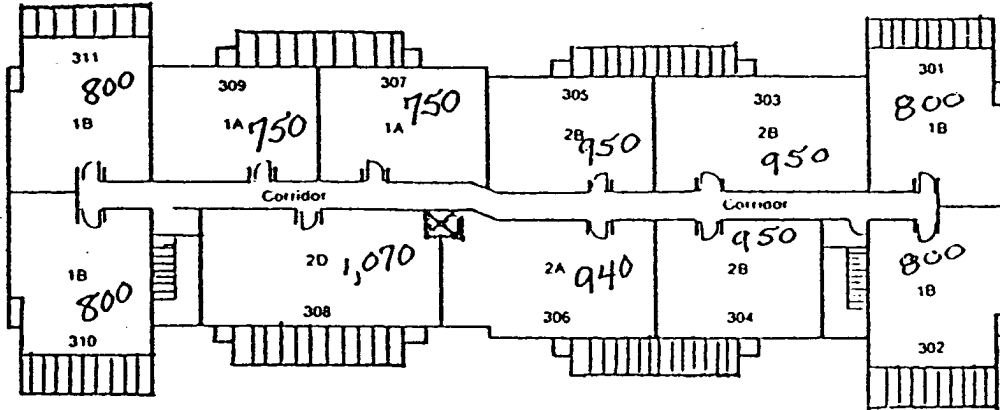
BUILDING SIX - 403 S.E. DELAWARE, ANKENY, IOWA

UNIT NUMBER	AREA IN SQUARE FOOTAGE	PERCENTAGE OF COMMON & LIMITED ELEMENTS	STORAGE & GARAGE STALL ASSIGNMENTS
FIRST FLOOR (GROUND FLOOR)			
103	950	.00550852	103
104	950	.00550852	104
105	950	.00550852	105
106	940	.00545054	106
107	750	.00434883	107
108	1025	.00594341	108
109	950	.00550852	109
SECOND FLOOR			
201	1150	.00666821	201
202	1150	.00666821	202
203	950	.00550852	203
204	950	.00550852	204
205	950	.00550852	205
206	1130	.00655224	206
207	750	.00434883	207
208	1070	.00620434	208
209	950	.00550852	209
210	1150	.00666821	210
211	1150	.00666821	211
THIRD FLOOR			
301	1140	.00661023	301
302	1140	.00661023	302
303	950	.00550852	303
304	1080	.00626232	304
305	950	.00550852	305
306	1130	.00655224	306
307	750	.00434883	307
308	1200	.00695814	308
309	950	.00550852	309
310	1140	.00661023	310
311	1140	.00661023	311
TOTAL BLDG. 6	<u>29435</u>	<u>0.17067720</u>	
TOTAL ALL BLDGS	172460	1.00000000	

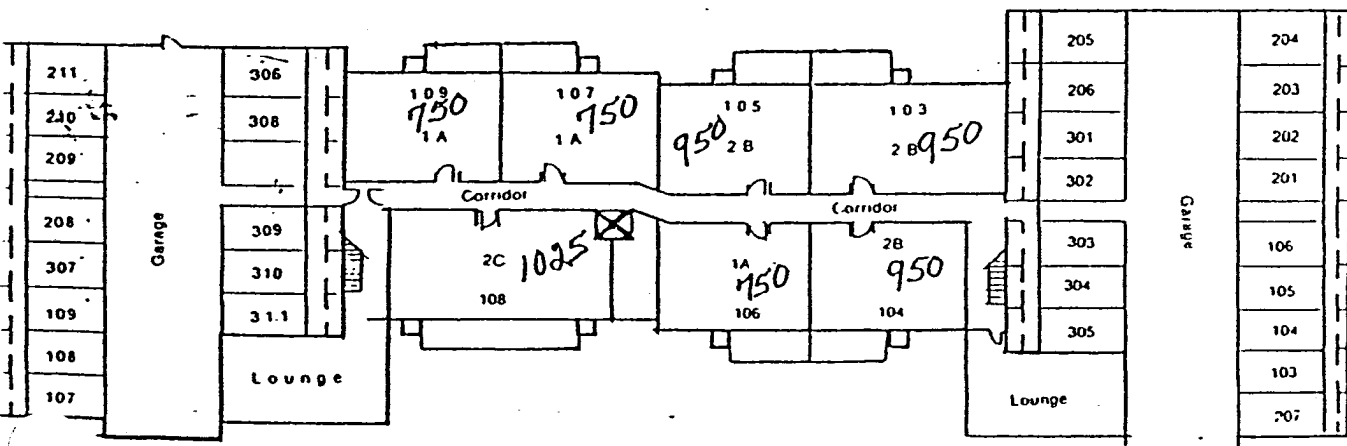
EXHIBIT "A" Page 3 of 9 Pages  
**FLOOR PLANS**

BLDG 1  
 401-SE DELAWARE

(Not to Scale)

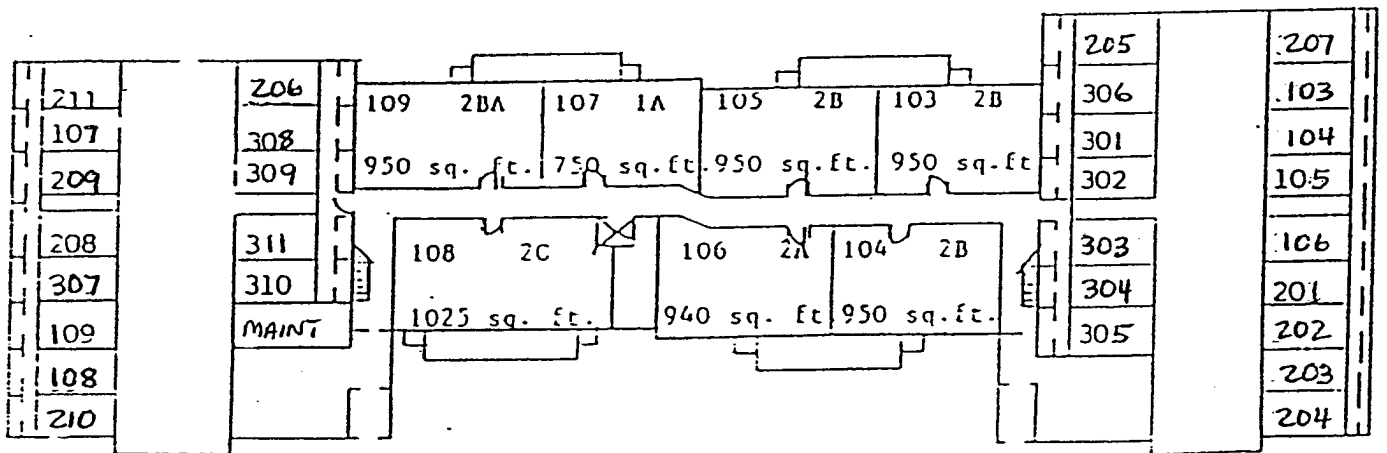
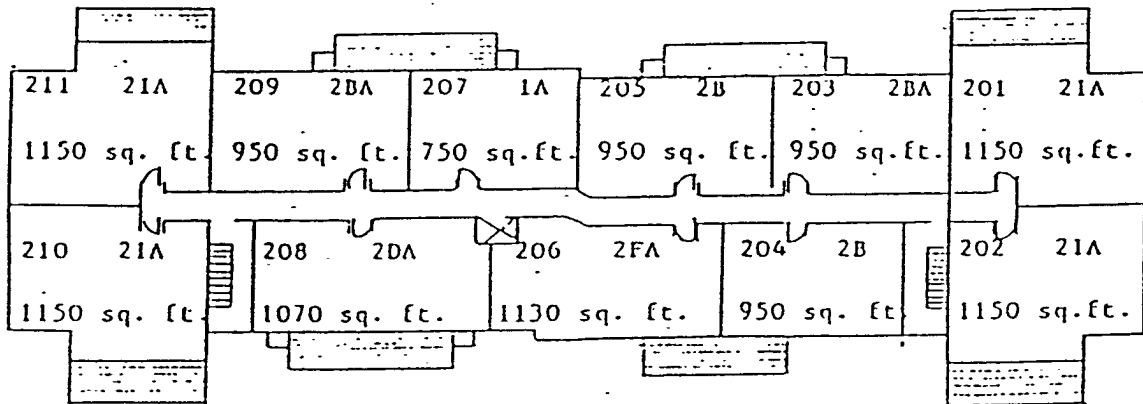
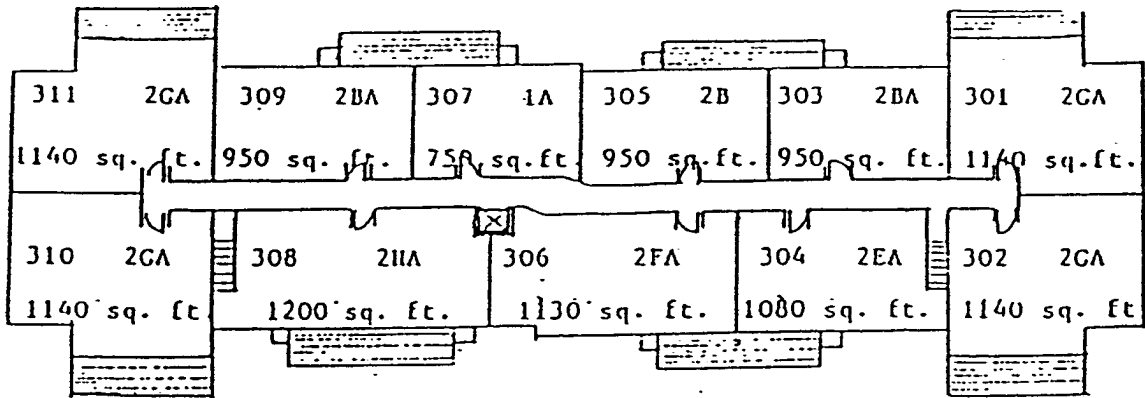


FLOOR PLANS



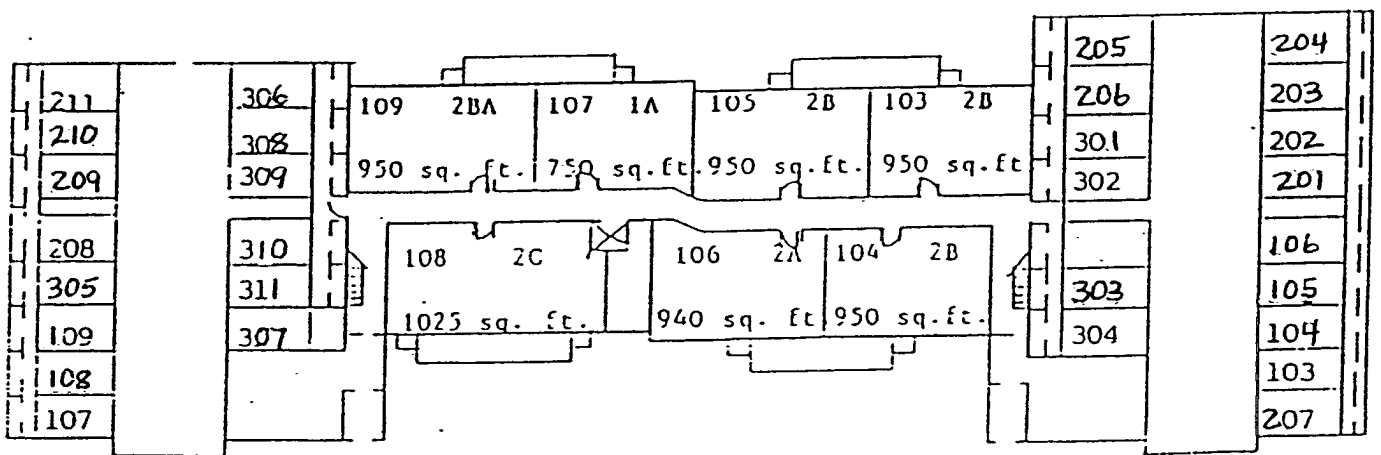
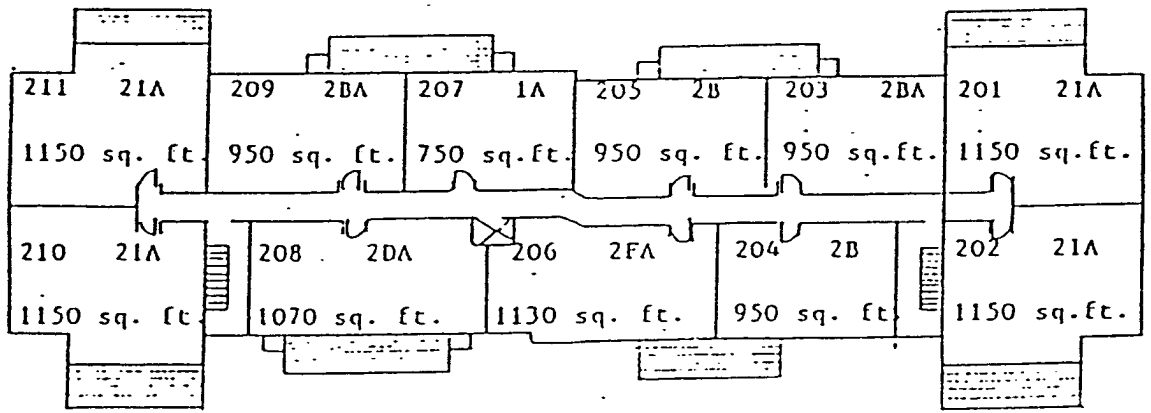
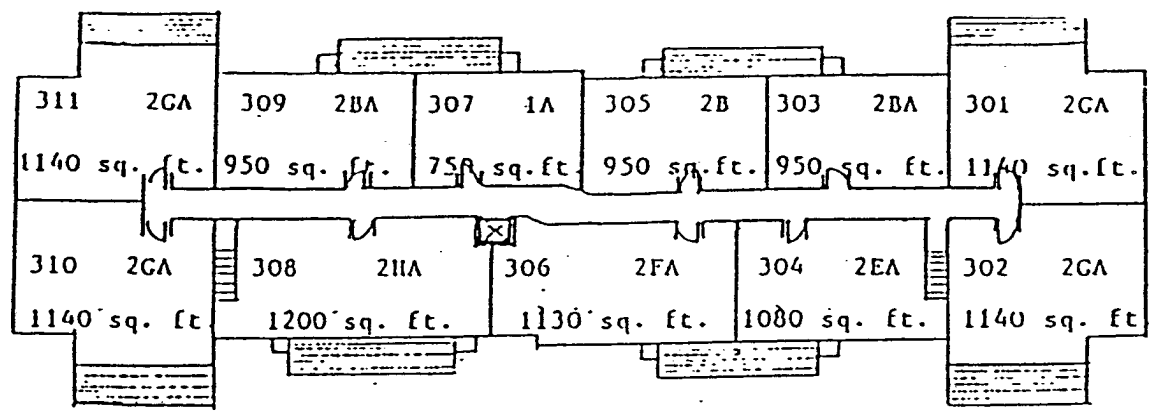
MAPLEWOOD VILLAGE CONDOMINIUMS

EXHIBIT C  
BLDG 2  
411 SE DELAWARE AVE



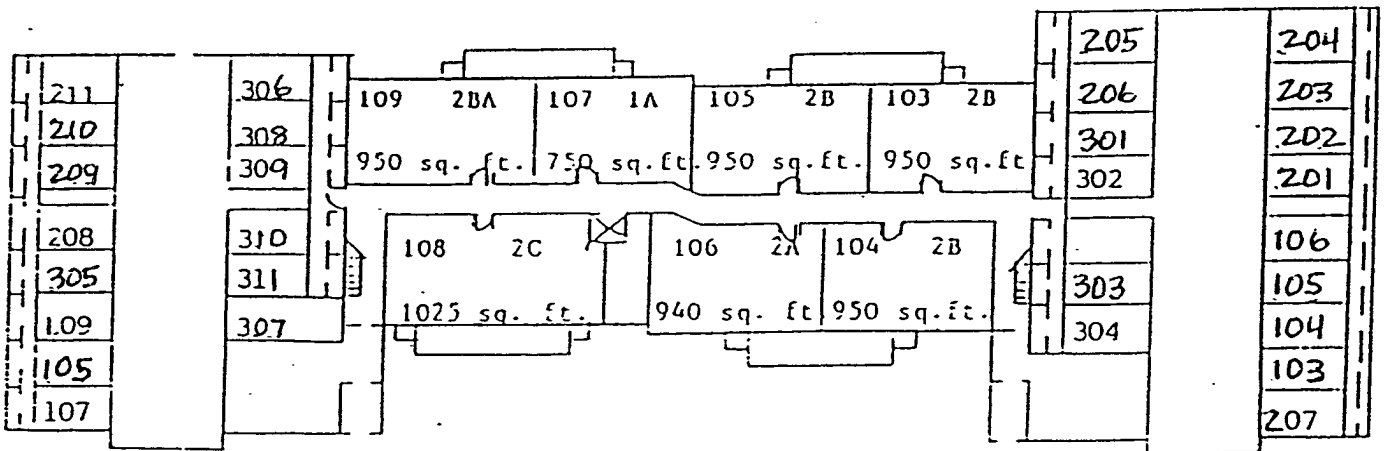
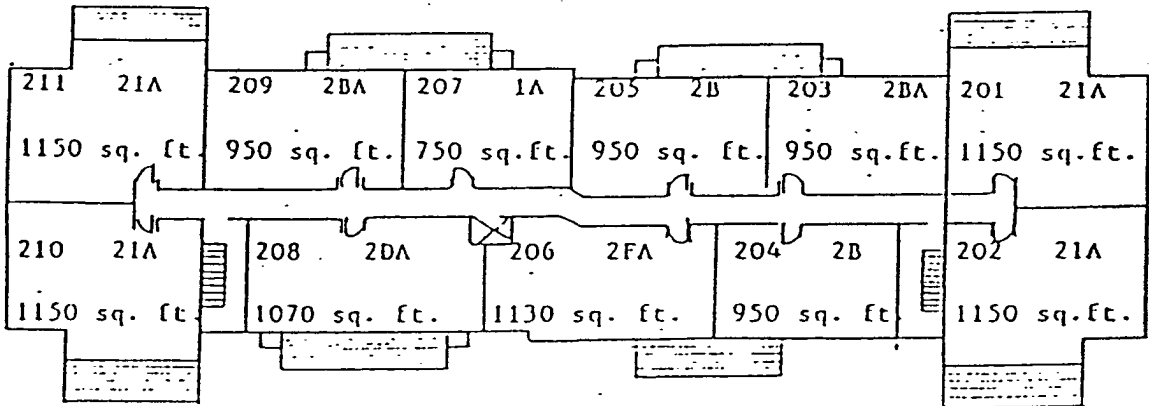
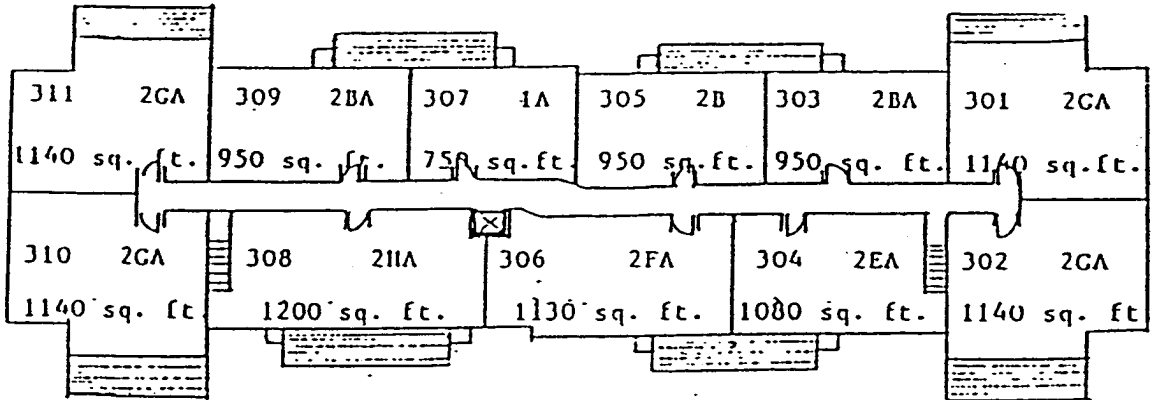
MAPLEWOOD VILLAGE CONDOMINIUMS

EXHIBIT C  
BLDG 3  
409 SE DELAWARE AVE



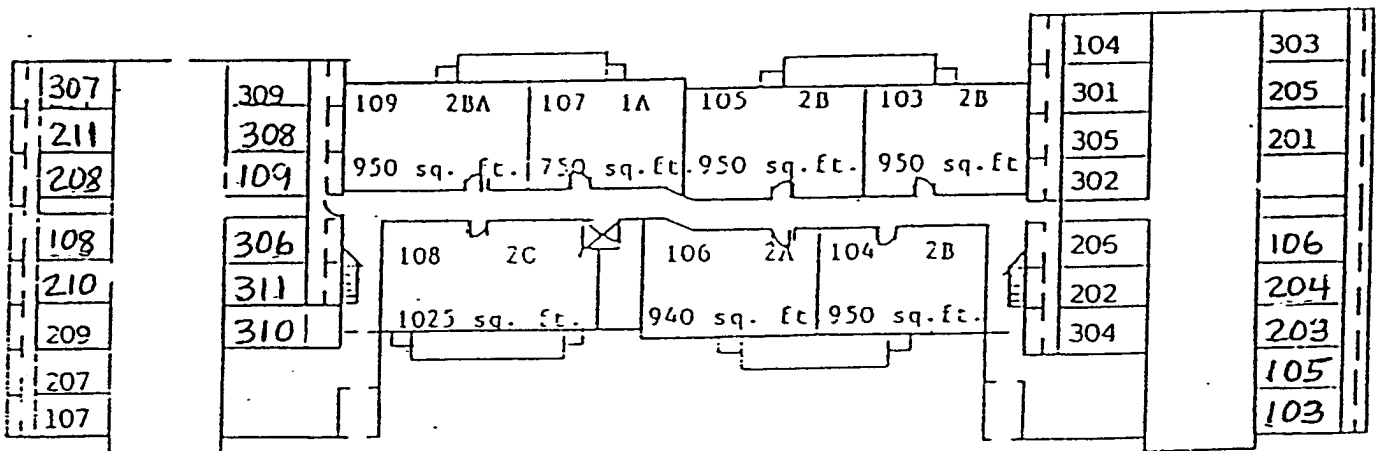
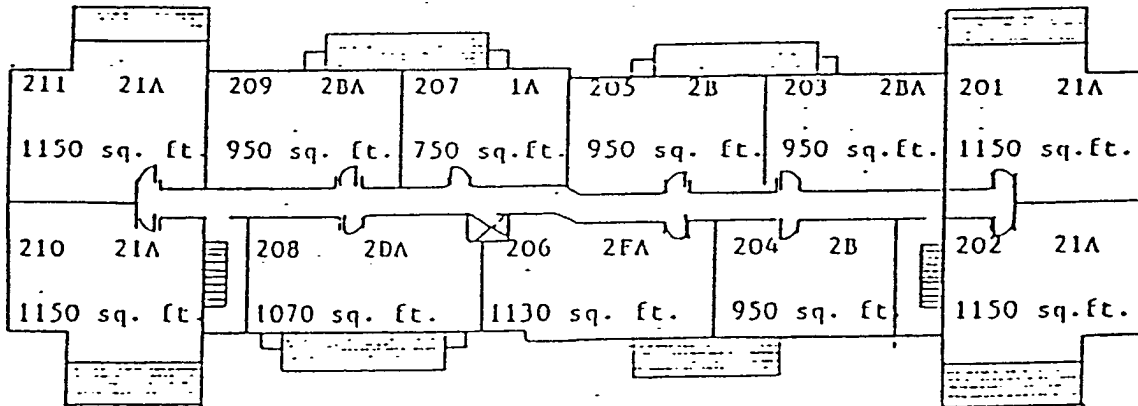
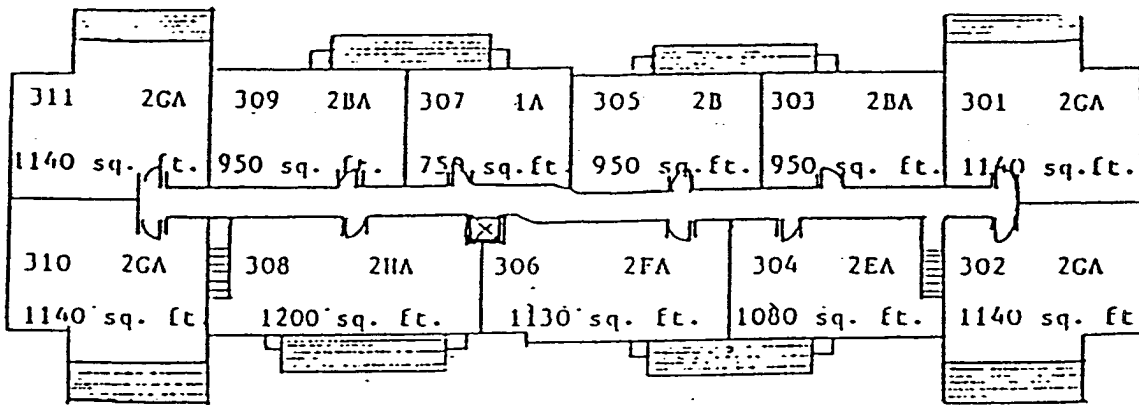
MAPLEWOOD VILLAGE CONDOMINIUMS

EXHIBIT C  
BLDG 4  
407 SE DELAWARE AVE



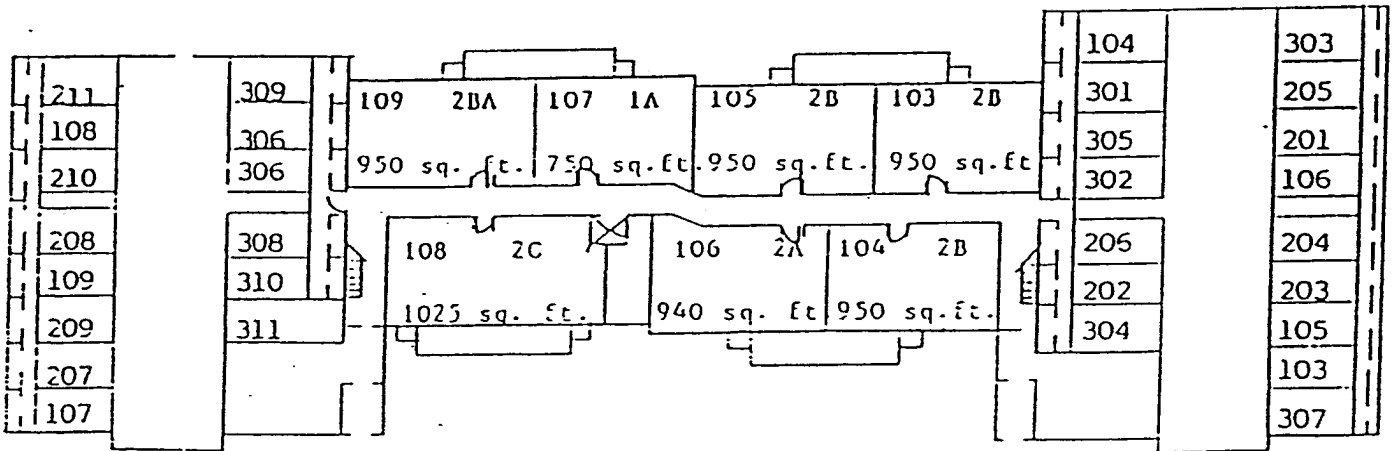
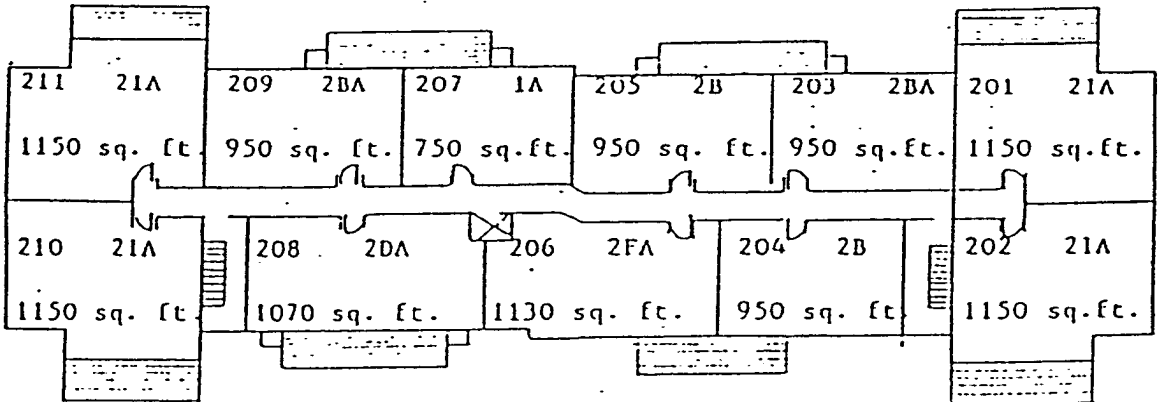
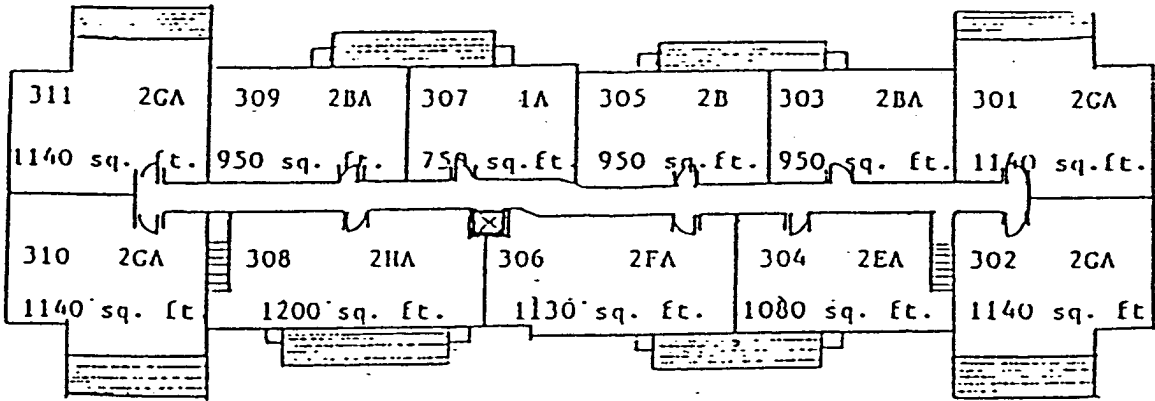
MAPLEWOOD VILLAGE CONDOMINIUMS

EXHIBIT C  
BLDG 5  
405 SE DELAWARE AVE



MAPLEWOOD VILLAGE CONDOMINIUMS

EXHIBIT C  
 BLDG 6  
 403 SE DELAWARE AVE





# ARTICLES OF INCORPORATION OF MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION

The undersigned hereby associate themselves into a body corporate under Chapter 504A, Code of Iowa (1983), and hereby adopt the following Articles:

## ARTICLE I NAME

The name of the corporation shall be: Maplewood Village Condominium Association.

## ARTICLE II DURATION

The corporation shall commence on the date of filing of record with, and approval of these Articles by the Secretary of State of the State of Iowa, and shall endure perpetually thereafter unless terminated as provided by law.

## ARTICLE III PLACE OF BUSINESS

The principal place of business of this corporation shall be in Ankeny, Iowa, Polk County, Iowa; provided, however, that it may transact any and all business at any place not otherwise restricted by law.

## ARTICLE IV PURPOSES AND POWERS

This corporation shall engage solely in the management, maintenance and care of the property of Maplewood Village, a horizontal property regime located in Ankeny, Iowa, and for such purpose shall have unlimited power to engage in any lawful act concerning any lawful business for which corporations may be organized under this Chapter.

## ARTICLE V MEMBERSHIP

A Unit Owner shall automatically be a member of the Association, who collectively shall constitute the owners of the corporation. Each Unit shall have only one membership regardless of the number of owners.

ARTICLE VI  
PUBLIC LIABILITY

The members, officers and directors of the corporation shall be personally free from obligation or liability to the corporation, its creditors, members and any other person or entity for any corporate or personal liability, debt or claim arising from and out of his service to the corporation, except for wilful acts, the corporation is authorized to indemnify such persons, even as an assessment against members, for any and all losses and expenses incurred thereby to the extent not prohibited by law, and the Bylaws shall set forth provisions therefor.

ARTICLE VII  
LEGAL INSTRUMENTS

Legal instruments affecting the real estate, including deeds, contracts, mortgages and leases, and all contract and Promissory Notes issued by the corporation, must be executed by the President or the Vice President and attested to by the Secretary or the Treasurer.

ARTICLE VIII  
BYLAWS

The Board of Directors of this corporation shall adopt Bylaws for their corporate operation.

ARTICLE IX  
AMENDMENT OF ARTICLES

These Articles may be amended by a majority vote of all members entitled to vote, at a meeting called for that purpose.

Dated at Ankeny, Iowa this \_\_\_\_\_ day of \_\_\_\_\_, 1997.

## **NOTE**

This section "Restated Bylaws" is the most recent and applicable to the Association. The bylaws conform to and are the result of the court order directing Lien Construction to relinquish their control in the Association.

The Board of Directors did not do the same in regards to the "Declaration" as the cost to do so would be prohibitive. The present "Declaration" is valid and applicable per ruling dated March 9, 1994 by Judge Ross A. Walters, Fifth Judicial District.

The Board of Directors

\$46. Recording Fee/Check #2413  
AFTER RECORDING RETURN TO:

Mr. James R. Maggert, Atty.  
219 S. W. Third Street  
Ankeny, IA 50021  
(515) 965-8161

016561

INST # \_\_\_\_\_  
RECORDING FEE 46.00  
AUDITOR FEE \_\_\_\_\_

FILED FOR REC  
POLK COUNTY, IOWA

97 AUG 29 A 8:07

TIMOTHY J. BRIEN  
RECORDER

RESTATED BYLAWS OF  
MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION

ARTICLE I

Section 1. NAME. The name of this corporation shall be MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION.

Section 2. MEMBERSHIP. A Unit Owner shall, upon becoming the owner of a Unit, be a member of the Association. Each Unit Owner shall be entitled to vote in all matters required to be approved by the Unit Owners. Each Unit shall have one (1) vote, regardless of the numbers of owners per unit.

Section 3. SUCCESSION. The membership rights of each person shall terminate when he ceases to be a Unit Owner. Upon sale, transfer or other disposition of his ownership interest in the property, his membership in the Association shall automatically transfer to the new Unit Owner.

Section 4. OFFICE. The office of the Maplewood Village Condominium Association shall be at 413 S.E. Delaware Ave., Ankeny, Iowa.

ARTICLE II

Section 1. PLACE. All meetings of the members shall be held at the office of the Association, unless agreed by a majority of voting members to the contrary.

Section 2. REGULAR MEETINGS. The annual meeting of the members shall be held on the second Tuesday of the first calendar month following the close of the Association's fiscal year.

Section 3. SPECIAL MEETINGS. Special meetings of the members may be called by the President or by a majority of the Directors of the Board, or by Unit Owners having at least 10% of the votes entitled to vote at such a meeting. Said special meetings shall be called by delivering or mailing written notice, to each Unit Owner entitled to be present and voting, not less than 10 days prior to the date of said meeting, stating the date, time and place of the meeting and the matters to be considered. Only the matters so specified in the notice may be voted upon.

Section 4. NOTICE OF MEETING. Written notice of annual meetings shall be delivered or mailed, at least 20 days prior to the meeting, to each Unit Owner entitled to vote at the address given to the Board by the Unit Owner for such purpose, or to the Unit Owner's newspaper box if no address for such purpose has been given.

Section 5. QUORUM. A quorum of Unit Owners for any meeting shall be constituted by the Unit Owners present in person at a validly called meeting. If, however, 25% of all members entitled to vote shall not be present either in person or represented by absentee ballot, those present shall have the power to adjourn the meeting, without notice other than announcement at the meeting, until more than 25% of the members entitled to vote shall be represented.

Section 6. VOTING. At each meeting of the Unit Owners, every Unit Owner having the right to vote shall be entitled to vote in person or by absentee ballot, one vote per Unit. Upon the demand of any Unit Owner, the vote upon any question before the meeting shall be by written ballot. All elections shall be and all questions decided by a majority vote, except as otherwise provided in the Declaration. If any Unit Owner consists of more than one person, the voting rights of such Unit shall not be divided, but shall be exercised as if the Unit Owner consisted of only one person.

Section 7. ADJOURNMENT. Any meeting of the Association may be adjourned from time to time to such place and time as may be determined by majority vote of the members present. At any adjourned meeting any business may be transacted which might have been transacted by a quorum at the meeting as originally called.

### ARTICLE III BOARD OF DIRECTORS

Section 1. NUMBER, ELECTION, TERM. The property and business of the Association shall be managed by the Board of Directors. The Board shall consist of at least four (4) members and no more than seven (7). Directors shall be elected at the regular annual meeting of the Association by majority vote. A Director shall be a Unit Owner or the spouse of a Unit Owner and shall serve a term of three (3) years.

Section 2. VACANCIES. Any vacancy occurring in the Board shall be filled by majority vote of the remaining members thereof. Any Director so appointed to fill a vacancy shall hold office for a term equal to the unexpired term of the Director whom he succeeds.

Section 3. MEETINGS. A regular annual meeting of the Board shall be held immediately following the regular annual meeting of the Association. Special meetings of the Board shall be held upon a call by the President or by any two (2) Directors on not less than 48 hours notice in writing to each Director. Any Director may waive notice of a meeting or consent to the holding of a meeting without notice, or consent to any action proposed to be taken by the Board without a meeting. A Directors attendance at a meeting shall constitute his waiver of notice of said meeting.

Section 4. REMOVAL. Any Director may be removed from office without cause by the vote of two-thirds (2/3) of the members entitled to vote.

Section 5. COMPENSATION. Directors shall receive no compensation for their services as Directors, unless provided for in resolutions duly adopted by a majority of the voting members.

Section 6. QUORUM. At all meetings of the Board, a majority of the Directors shall be necessary and sufficient to constitute a quorum for the transaction of business, and the act of a majority of the Directors present at any meeting at which there is a quorum shall be the act of the Board.

Section 7. POWERS AND DUTIES. The Board shall have the following powers and duties:

- A. To elect and remove the officers of the Association

B. To administer the affairs of the Association and the property.

C. To engage the services of a manager to maintain, repair, replace and administer the property for all of the Unit Owners upon such terms and for such compensation and with such authority as the Board may approve.

D. To formulate policies for the administration, management and operation of the property and the Common Elements thereof.

E. To adopt rules and regulations, with written notice thereof to all Unit Owners, governing the use of the property and Common Elements and the personal conduct of the owners and guests, and to establish penalties for infractions thereof.

F. To provide for the maintenance, repair and replacement of the Common Elements and payments therefor.

G. To provide for the designation, hiring and removal of employees and other personnel, including accountants and attorneys, and to engage or contract for the services of others, and to make purchases for the maintenance, repair, replacement, administration, management and operation of the Property and Common Elements, and to delegate any such powers to the Manager.

H. To appoint committees of the Board and to delegate to such committees the Board's authority to carry out certain duties of the Board.

I. To determine the fiscal year of the Association

J. To estimate the amount of the annual budget, and to provide the manner of assessing and collecting from the Unit Owners their respective shares of such estimated expenses.

K. To enter into any lease or purchase agreement for premises suitable for use as custodian apartments, upon such terms as the Board may approve.

L. To exercise all other powers and duties of the Association of Unit Owners as a group referred to in the Horizontal Property Act, of the State of Iowa, and all powers and duties of a Board of Directors referred to in the Declaration and Bylaws.

Section 8. NON-DELEGATION. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, Officers or the Association any powers or duties which, by law, have been delegated to the Unit Owners.

#### ARTICLE IV OFFICERS

Section 1. ELECTION OF OFFICERS. The Board of Directors at its first meeting after each annual meeting of the Unit Owners shall elect the President and Vice-President from its own number, and shall also elect a Secretary and a Treasurer, neither of whom need be a member of the Board. The President shall hold office until his successor is elected, notwithstanding an earlier termination of his office as Director.

Section 2. OTHER OFFICERS. The Board may appoint such other officers and agents as it shall deem necessary, who shall hold their offices for such terms and shall exercise such powers and perform such duties as shall be determined by the Board.

Section 3. TERMS OF OFFICE. The officers of the Association shall hold office for one (1) year or until their successors are chosen. Any officer elected or appointed by the Board may be removed by the vote of a majority of the whole Board of Directors.

Section 4. PRESIDENT. The President shall preside at all meetings of the Unit Owners and Directors, shall have general active management of the business of the Association and shall see that all orders and resolutions of the Board are carried into effect. The President shall be an ex-officio member of all standing committees.

Section 5. VICE-PRESIDENT. The Vice-President shall, in the absence or disability of the President, perform all duties and exercise the powers of the President, and shall perform such other duties as the Board shall prescribe..

Section 6. SECRETARY. The Secretary shall attend all sessions of the Board of Directors and all meetings of the Unit Owners and record all votes and the minutes of all proceedings in a book kept for that purpose. He shall give notice of all meetings of the Unit Owners and of the Board. The Secretary shall be under the supervision of the Board.

Section 7. TREASURER. The Treasurer shall have custody of the Association funds and securities and shall keep full and accurate account of receipts and disbursements in books of the Association and shall deposit all monies in the name and to the credit of the Association. He shall disburse the funds of the Association as may be ordered by the Board and shall render to the President and Directors, whenever they may require it, an account of all his transactions as Treasurer and of the financial condition of the Association. He shall give the Association a bond if required by a majority of the Board of Directors for the faithful performance of the duties of his office, for the restoration to the Association, in the case of death, resignation or removal from office, all books, papers, money and other property belonging to the Association.

Section 8. VACANCIES. If the office of any Director or officer becomes vacant, the Directors then in office, by a majority vote, may choose a successor who shall hold office for the unexpired term of the office vacated.

Section 9. EXECUTIVE COMMITTEE. The Board of Directors may, by unanimous affirmative action of the entire Board, designate two of their number to constitute an executive committee which shall have and exercise the authority of the Board in the management of the business of the Association. Any such executive committee shall act only in the intervals between meetings of the Board, and shall be subject at all time to the control and direction of the Board.

#### ARTICLE V ASSESSMENTS

Section 1. ANNUAL BUDGET. The Board shall cause to be prepared an estimated annual budget for each fiscal year of the Association. Such budget shall take into account the estimated common expenses and cash requirements for the year, including but not limited to, wages, legal and accounting fees, insurance, maintenance, supplies, services, utilities and all other common

expenses. The annual budget shall also provide for a reserve for contingencies for the year and a reserve for replacements, in reasonable amounts as determined by the Board.

Section 2. ASSESSMENTS. The estimated annual budget for each fiscal year shall be approved by the Board and copies thereof shall be furnished to each Unit Owner not later than thirty (30) days prior to the beginning of such year. On or before the first day of each month covered by the annual budget, each Unit Owner shall pay, as his respective monthly assessment for the common expenses, one-twelfth (1/12) of his proportionate share of the common expenses for such fiscal year. Such proportionate share for each Unit Owner shall be in accordance with his respective ownership interest in the Common Elements, as set forth in the Declaration, or as amended. In the event the Board is delayed in approving the estimated annual budget, each Unit Owner shall continue to pay each month the amount of his respective monthly assessment as last determined. No Unit Owner shall be relieved of his obligation to pay his assessment by renting or abandoning his Unit, or not using the Common Elements.

Section 3. ANNUAL REPORT. Within sixty (60) days after the end of each fiscal year, the Board shall furnish to each Unit Owner a statement for such year so ended, showing the receipts and expenditures and such other information as the Board may deem desirable.

Section 4. SUPPLEMENTAL BUDGET. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, as determined in accordance with the estimated annual budget, are insufficient to cover the estimated common expenses for the remainder of such year, then the Board shall prepare and approve a supplemental budget covering the estimated deficiency for the remainder of such year. Copies of the supplemental budget shall be furnished to each Unit Owner and thereupon a supplemental assessment shall be made on each Unit Owner for his proportionate share.

Section 5. EXPENDITURES. The Board shall not approve any expenditures in excess of twenty-five thousand dollars (\$25,000), unless required for emergency repair, protection or operation of the Common Elements, nor enter any contract for more than five (5) years without the prior approval of sixty-seven percent (67%) of the total ownership of the Common Elements.

Section 6. LIEN. It is the duty of every Unit Owner to pay his proportionate share of the common expenses as provided in the Declaration. If any Unit Owner shall fail to pay his respective proportionate share of the common expenses when due, the amount thereof together with interest thereon at the maximum lawful rate shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Unit Owner in the property. Such lien shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, except for the amount of the share of common expenses which are due and payable after the date on which such mortgage owner takes possession of the Unit or files suit to foreclose its mortgage and causes a receiver to be appointed to take possession of the Unit. The provisions of this paragraph shall not be changed or rescinded in any way without prior written consent of all holders of record of mortgages.

The Association or the Board shall have the right to maintain a suit to foreclose any such lien for unpaid assessments, and there shall be added to the amount due the costs of said suit and



any other fees and expenses, together with reasonable attorney's fees to be fixed by the Court. The Association or the Board shall have the authority to exercise and enforce all rights and remedies as provided for in the Act, the Declaration or Bylaws or as available at law or in equity for the collection of all unpaid assessments.

Section 7. BOOKS, RECORDS and FINANCIAL STATEMENTS. The Board shall cause to be kept detailed and accurate records of the receipts and expenditures affecting the Limited and Common Elements. Payment vouchers may be approved in such manner as the Board may determine. The Board shall, upon receipt of a written request to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of his account setting forth the amount of any unpaid assessments or other charges due and owing from such Owner, which statement of account shall be conclusive evidence of the amount of unpaid assessments due as of the date stated.

The Association shall keep current copies of the Declaration, Association Articles and Bylaws, and other rules concerning the regime as well as its own books and financial statements available for inspection by Unit Owners or by holders of first mortgages that are secured by units located on the parcel. These documents shall be available during normal office hours. The Association shall provide an audited statement for the preceding fiscal year if the holder, insurer or guarantor of any first mortgage that is secured by a Unit within the regime submits a written request for it.

Section 8. HOLDING OF FUNDS. All funds collected hereunder shall be held and expended for the purposes designated herein, and shall be deemed to be held for the benefit, use and account of all Unit Owners in the same interest as each Unit Owner's proportionate interest of the Common Elements.

## ARTICLE VI USE AND OCCUPANCY RESTRICTIONS

Section 1. GENERAL. Each Unit Owner shall comply with the use and occupancy restrictions set forth in the Declaration. Each Unit Owner shall maintain his Unit in good condition at his expense. No unlawful, noxious or offensive activities shall be carried on in any Unit, nor shall any activity be allowed therein which shall constitute a nuisance or which shall in the judgment of the Board cause unreasonable noise or interfere with the peaceful possession and use of the Property by any Unit Owner.

Section 2. LIABILITY. A Unit Owner shall be liable to the Association for the expense of any maintenance, repair or replacement rendered necessary by his neglect or by that of his family, guests, agents or lessees.

Section 3. DECORATING. Each Unit Owner shall maintain his Unit in good condition at his expense and shall not do anything in his Unit which may increase the cost or cause the cancellation of insurance on other Units or the Common Elements. No Unit Owner shall hang or store any clothing, sheets, laundry or other articles outside his unit, or paint, decorate or adorn the outside of his Unit, or install outside his Unit any canopy or outside radio or TV antenna, or other

equipment or items of any kind without the prior written permission of the Board. A Unit Owner may place outdoor furniture and decorative foliage of a customary nature on a balcony or patio.

Section 4. WIRING. No Unit Owner shall overload the electrical wiring in the buildings, or connect any machines, appliances or equipment to the heating or plumbing system without the prior written consent of the Board, or operate any machines, appliances or equipment in such manner as to cause, in the judgment of the Board, an unreasonable disturbance to others

Section 5. ANIMALS. No animals shall be raised, bred or kept in any Unit for any commercial purpose. Household pets must be kept in strict accordance with the administrative rules and regulations relating to household pets approved by the Board.

Section 6. TRASH. Trash and garbage shall be kept in sanitary containers and disposed of in the provided dumpsters or as prescribed in the rules of the Board.

Section 7. STORAGE. Articles of personal property belonging to any Unit Owner, such as strollers, wagons, toys, furniture, clothing and other articles shall not be stored or kept in the corridors, hallways, lobbies or other common areas, except in the storage locker specifically designated for the respective Unit Owner.

Section 8. BUSINESS. No business, profession or trade shall be permitted upon the Property except as permitted by applicable zoning ordinances and then only if there is no noise, smell or other objectionable conditions that may result therefrom.

Section 9. OBSTRUCTION. No Unit Owner shall use the Common Elements in such a manner so as to obstruct the use thereof by other owners having the right to use the same. Nothing shall be altered in, constructed on or removed from the Common Elements except upon written consent of the Board of Directors.

## ARTICLE VII CONTRACTUAL POWERS

No contract or other transaction between the corporation and one or more of its Directors or between the corporation and any corporation or association in which one or more of the Directors of this corporation are Directors or are financially interested, is void or voidable because such Director is present at the meeting of the Board which authorizes or approves the contract or transaction if the fact of common directorship or financial interest is known to the Board and the Board approves the contract or transaction in good faith by a vote sufficient for the purpose without counting the vote of such Director.

ARTICLE VIII  
AMENDMENTS

These Bylaws may be amended from time to time by a simple majority vote of the Unit Owners only after twenty (20) days written notice to all Unit Owners setting forth the proposed amendment, subject, however, to Item XXIX of the Declaration which shall have priority. Any amendment of these Bylaws shall be made only by means of an amendment of the Declaration as provided therein.

ARTICLE IX  
INDEMNIFICATION

Section 1. GENERAL. The Association shall indemnify and hold harmless each of its Directors and officers and each member of any committee appointed pursuant to the Bylaws of the Association against all contractual liabilities, mistakes of judgment, or any acts or omissions made as Directors, officers or committee members, unless such contract or act shall have been made fraudulently or with gross negligence or criminal intent. It is intended that the foregoing indemnification shall include indemnification against all costs and expenses reasonably incurred by the member in defense of any action or suit in which such person may be involved by virtue of being a Director, officer or committee member..

Section 2. PAYMENT. The Association and the Board shall have the power to raise and the responsibility for raising, by special assessment or otherwise, any sums required to discharge its obligations under this Article. The liability of any Unit Owner shall be limited to such proportion of the total liability hereunder as said Unit Owner's percentage interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

Section 3. MISCELLANEOUS. Every agreement made by the Directors, officers, committee members or Managing Agent on behalf of the Unit Owners shall provide that the Directors, officers, committee members or Managing Agent, as the case may be, are acting only as agents for the Unit Owners and shall not have personal liability thereunder (except as Unit Owners), and that each Unit Owner's liability thereunder shall be limited to such proportion of the total liability thereunder as his percentage of interest in the Common Elements bears to the total percentage interest of all Unit Owners in the Common Elements.

These Bylaws have been adopted by vote of the Unit Owners in accordance with paragraph 31 of the Declaration this 18th day of July, 1997.

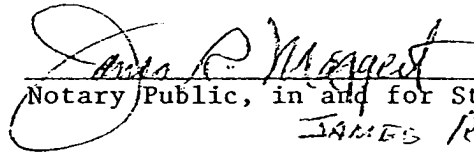
By Harold Carlson  
Harold Carlson, President

By John McClure  
John McClure, Vice President

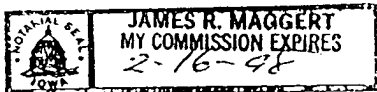
ACKNOWLEDGEMENT

STATE OF IOWA )  
COUNTY OF POLK ) ss

On this 25<sup>th</sup> day of August, 1997, before me, the undersigned a notary public in and for the State of Iowa, personally appeared Harold Carlson and John McClure, president and vice-president, respectively of the Maplewood Village Condominium Association; that the Association has no seal; that said instrument was signed in behalf of said Association, by authority of its Board of Directors; and that the said Harold Carlson and John McClure, acknowledge the execution of said instrument to be their voluntary act and deed.

  
Notary Public, in and for State of Iowa.  
JAMES R. MAGGERT

Commission expires: 2/16/98



# MAPLEWOOD VILLAGE CONDOMINIUMS

Maplewood Village is designed primarily for mature adults. The common areas are intended for the use and enjoyment of all residents. While we share the property, we also share the responsibilities. Through Association fees all residents share in the general maintenance and in any additional costs which may become necessary.

The following rules are intended to ensure the enjoyment of the common areas and to preserve their beauty while keeping additional costs for maintenance and supervision at a minimum. These rules apply to all residents and their guests. Everyone's help and cooperation is needed.

Each resident is expected to insist that common-sense courtesy be used by visiting relatives and guests when enjoying any of the common areas. All residents are expected to correct any situation which violates the intent of the rules or to contact the Association Office for assistance at 964-7436 during business hours. This number will be monitored on a regular basis at other times.

If it appears that over-usage, abuse or impolite activities are offensive to any of the residents, the offenders may be fined and/or denied use of the facilities by the Manager through the Board of Directors.

## **ADMINISTRATIVE POLICY**

**THE MANAGER** is in charge of day-to-day operations and should be the first one notified of maintenance or other problems such as:

- (1) Common area burned out light bulbs or tubes
- (2) Problems with water heaters, lounge furnaces, garage doors, elevator, lodge appliances, etc.
- (3) water leaks and/or storm damage

Call the manager's office at 964-7436. If manager is not available, leave a message. If the manager does not resolve your concerns in a timely manner, call one of the Directors whose numbers are listed on the back of your directory.

Nights, holidays and weekends, if the problem is not urgent, please wait and call during business hours the following day. Should a real disaster occur, call 911.

Regular board meetings are held on the second Tuesday of January, March, May, July, September and November. If you have something you wish to present to the board, submit a written request 10 days prior to the next meeting, asking to be placed on the agenda of the next board meeting. State the subject you wish to address and direct it to the Board of Directors at 413 SE Delaware. If your problem needs attention prior to the next regular board meeting, call a member of the Executive Council.

## GENERAL INFORMATION

- A. **EMERGENCIES** - Dial 911 in case of fire, police or health emergencies. Help will arrive at the entry of your building to be admitted. Stay by your telephone so that you can release the entry door. For routine problems, questions or concerns dial 964-7436 to notify the Association Office. This telephone number is answered during business hours by the Manager. An answering machine will answer your call after hours. The machine will be checked for messages on a regular basis.
- B. **ENTRY SYSTEMS** - Instructions are posted in the entry hall. Your guests enter the number by your name and follow instructions. You must push "6" on your phone to release the door. A "buzz" signals your guest that the entry door may be opened.
- C. **KEYS** - Your key fits your condo, outside doors of your building and tennis court. It is a good idea to keep an extra key in your car or give one to a neighbor so that you always have access to a key. You have a separate key for the Lodge and pool. The Manager and Board members have a master key which fits all units for use in emergencies. If a resident installs a dead bolt lock, it must be keyed alike. If you lock yourself out of your unit during business hours, contact the Association Office at 964-7436. After business hours, you may contact the Manager or a Board member.
- D. **INSURANCE** - Each unit owner shall obtain his/her own home owners and liability insurance. An H06 or H08 policy is recommended for your unit and its contents.
- E. **HALLWAYS** - The Fire Marshall discourages rugs or mats in the hallways outside your unit and prohibits the use of door stops on the hallway door.
- F. **GARBAGE** - Garbage should be bagged and tied before placing it into the dumpster located east of Building #1. Do not place any trash outside the dumpster because the hauler will charge extra. There is a SEPARATE container for recycling newspapers, plastic containers and cans. Do not put garbage or glass in this container.
- G. **VACATIONS** - If you will be gone for more than a month, it would be a good idea to have someone come in to flush the toilet, run water in the sinks, and to run the dishwasher and clothes washer through a cycle. Since the traps become dry from water evaporation, sewer gas could accumulate in your unit. If you are gone during the winter months, set your thermostat on low, but do not turn it off completely because the water pipes might freeze and break.
- H. **ELEVATORS** - In case of power failure or malfunction while you are in the elevator, there is a flashlight, telephone and list of emergency phone numbers. In case of fire, DO NOT USE THE ELEVATOR. Please advise the Association Office when moving large items in the elevator. Pads are available to protect the walls of the elevator. You are responsible for any damage to the elevator when moving items. Do not let the elevator door hit something and retract, instead, use the HOLD button.

## GENERAL RULES

### A. NO SMOKING IN INDOOR COMMON AREAS

1. Smokers are not to smoke in the building hallways or lounges, the Lodge or any other inside common area.
2. Smokers should not leave cigarette butts on the grounds.

### B. RESIDENTS ARE RESPONSIBLE FOR THEIR GUESTS

1. All guests or relatives must be accompanied by a condominium resident when using the pool, spa or other Lodge facilities. All guests or relatives under the age of 25 must be accompanied by a condo resident when using any other Common Area.
2. A relative of a condo resident is limited to one guest while using the pool or spa.
3. Keys should not be given to guests to use the Lodge, pool, spa or tennis court.
4. Costs to repair any damages caused by guests or relatives or their pets will be charged to the resident.

### C. PETS MUST LIVE TOTALLY IN YOUR UNIT

1. A dog owned at least one year before moving to Maplewood Village and weighing less than 20 pounds is permitted. The dog must be registered at the Association Office. If the dog dies while you are living at Maplewood, it cannot be replaced by another dog.
2. One cat is permitted at any time. The cat must be registered at the Association Office.
3. No pet disturbing other residents will be permitted to remain on the property.
4. Pets are not allowed outside your unit without being on a leash and are not allowed in the Lodge at any time.
5. Pets should not be allowed to soil any common area. Any soiling must be cleaned up immediately.
6. Pets which belong to guest will not be allowed on the property.

### D. GREENBELT AREA

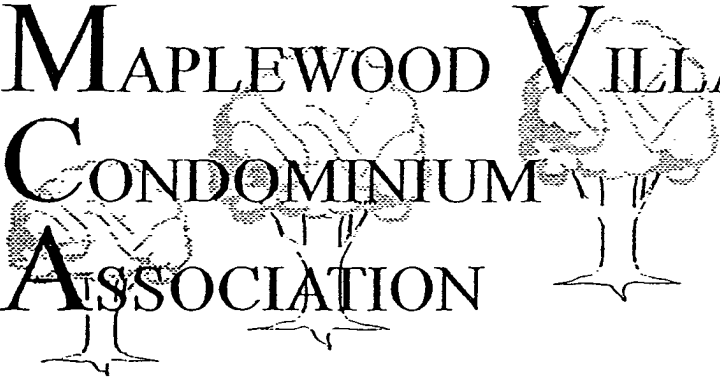
1. No vehicles, bicycles or skateboards are allowed. Handicap vehicles are allowed.
2. Trash barrels around the area are to be used for garbage and paper.
3. Feeding of wild birds is restricted to the waterside of the greenbelt sidewalk in order to discourage them from hunting food and soiling the area around the buildings.

### E. TENNIS COURT

1. Limit games to one (1) hour when others are waiting.
2. The court closes at 11:00 pm. No music in the court area after 10:00 pm. Turn off the light-timer when you leave the court.
3. Rules are posted in the area. Please review.



# MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION



PAGE 3A

TO: ALL OWNERS

DATE: 9-15-01

AT THE BOARD MEETING OF SEPT. 11th-2001 THE BOARD  
CHANGED SECTION C, ITEM #1 ON PAGE 3 OF THE GENERAL RULES.

THIS SECTION AND ITEM NUMBER WILL NOW READ:

THERE SHALL BE NO DOGS ALLOWED AT MAPLEWOOD  
VILLAGE FROM THIS DATE FORWARD.  
PRESENT OWNERS WITH DOGS ARE EXCLUDED FROM THIS CHANGE.

THIS PAGE SHOULD BE PUT IN YOUR CONDO. DOCUMENTS AS  
PAGE 3A OF THE RULES SECTION.

AT THE DIRECTION OF AND FOR THE BOARD

JAMES W. ROOKER, MANAGER M.V.C.A.



F. CARS - CAR WASH

1. The car wash facility is for RESIDENTS ONLY. Operational spring, summer and fall.
2. Only biodegradable soap may be used. No chemicals are allowed.
3. Turn off the water and clean up the area when finished.
4. No car repair, oil changing, etc. is allowed on the premises.
5. No large trucks, trailers, boats, motor homes or like vehicles shall be parked for more than 72 hours outdoors on the premises.
6. No unlicensed or not currently licensed vehicles are allowed on the premises.

G. LODGE, POOL, SPA AND EXERCISE AREA

1. Children in diapers are not allowed in the pool or spa. To prevent blood pressure problems, children under the age of five should not be allowed in the spa. Adults are encouraged not to use these facilities alone.
2. All guests or relatives must be accompanied by a condo resident in the pool or spa. Adults only in the pool after 8:00 pm. Residents only after 11:00 pm.
3. Monday, Wednesday and Friday 8:00-9:00 am. is for ladies only.
4. The exercise area and the sauna are for RESIDENTS ONLY.
5. Please wear clean soft-soled shoes in the exercise room to save wear on the equipment.
6. Rules are posted in the area. Please review.

H. LODGE - RESERVATIONS

1. The Fireside Room may be used by any resident at any time for a group of 12 or fewer without a reservation. Any clean-up or repair costs will be assessed to the resident.
2. The Fireside Room may be reserved for the exclusive use of your friends or relatives by making an advanced reservation at the Maplewood Association Office during business hours. All reservations must be made in person at which time the resident will sign the RESERVATION AGREEMENT. Any clean-up or repair costs will be assessed.
3. Reservations for the Fireside Room DO NOT include the use of the loft, pool area or exercise room.
4. The "Reserved Signs" may be used only with an advanced reservation.
5. There will be no reservation of the Lodge on the following holidays: Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve or Day and New Year's Eve or Day. Groups of 12 or fewer may use the Lodge.
6. Neither the Lodge nor pool may be used by any "organized group" for professional meetings or instruction.
7. The Lodge/Pool SHALL NOT be used for children's parties except for the resident's immediate family. (This does not include guests of a relative, i.e. friends of grandchildren.)

**I. GARAGES**

1. Vehicles and bikes must not protrude past the post line of your parking area.
2. Obtain permission before parking in or blocking another resident's garage space.
3. A broom and shovel are provided to remove snow from underneath the automatic door to keep it functioning properly.
4. If your garage opener is in your purse or glove compartment, make sure nothing is pushing against it to avoid sending intermittent signals.
5. Fire exit doors are to be used only for emergencies.
6. All materials should be stored in your storage locker. You may be asked to remove any improperly stored items.

**J. LOUNGES AND GAME ROOMS**

1. Do not sit on the pool tables.
2. Use the calendar posted on the bulletin board to reserve your building lounge.
3. Special events and important notices are often posted on the bulletin board.
4. The thermostats are to be set at 65 degrees in the winter and 80 degrees in the summer when rooms are not in use.

- K. SOCIAL ACTIVITIES** - Potluck or catered dinners are held the second Thursday each month. A social time begins at 5:30 with dinner at 6:30 pm. Breakfasts for residents and their guests are held the first Saturday each month beginning at 8:00 am. One of the Buildings is host for the dinner and breakfast each month. Picnic areas are for the use of any resident without advanced notice.

- L. ASSOCIATION DUES** - All Association fees are DUE THE FIRST OF EACH MONTH and should be placed in the drop slot in the Mechanical Room door. At 5:00 pm. on the second day of the month all checks will be picked up from the Mechanical Rooms. After that time, please either place check in the mail slot at the Lodge or mail to 413 SE Delaware Avenue, Ankeny, Iowa 50021.

- M. APPLIANCES** - In consideration of your neighbors, please do not use your washer, dryer, dishwasher or vacuum cleaner before 7:00 am. or after 10:00 pm.

THE GENERAL INFORMATION AND GENERAL RULES ARE IN EFFECT AS OF JANUARY 1, 1997, UPDATED AS OF JANUARY 1, 1998.

## LODGE RESPONSIBILITIES

1. An Owner/Resident **MUST** accompany ANY relatives and/or guests while in the Lodge Building.
2. An Owner/Resident of any unit must not give the Lodge key to ANY relative or guest.
3. If you lost your key, it will cost \$100 to replace! This \$100 is refundable upon return of the key.
4. If you sell your unit, you or your estate must turn in your Lodge key or pay \$100 before the Association will sign off on your sale of property!
5. The manager and/or maintenance personnel **WILL NOT** allow you to enter the Lodge Building. YOU MUST HAVE YOUR KEY!

## SCHEDULE OF FINES FOR RULES VIOLATIONS

- |   |                               |
|---|-------------------------------|
| 1. First offense  | Letter notifying of Violation |
| 2. Second offense   | \$50                          |
| 3. Third offense  | \$100                         |
| 4. After a third offense of the rules regarding the pool, spa or exercise room, the penalty is suspension of the use of the Lodge facilities. |                               |

# MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION

## RESERVATION FOR THE USE OF THE FIRESIDE ROOM

Residents Name \_\_\_\_\_

Building Number \_\_\_\_\_ Unit Number \_\_\_\_\_ Telephone \_\_\_\_\_

Date Reserved \_\_\_\_\_ Number of persons \_\_\_\_\_

The room is reserved on a first come first served basis.  
\*\*\*\*\*  
Reservations for the Fireside Room DO NOT include use of the loft,  
pool area or exercise room.

The Lodge/pool shall NOT be used for children's parties/gatherings  
except for the resident's immediate family. This DOES NOT INCLUDE  
the relative's guest. For example - friends of your grandchildren.

I understand that I must accompany my guests at all times.

I understand that a reservation for the Fireside Room does not  
entitle guests to smoke anywhere in the building.

I understand that I am not to use food or supplies in the  
cupboards, refrigerator or storage areas.

I understand that I am to remove any garbage to the dumpster, put  
away extra tables and chairs, clean the floors and everything used  
(tables, chairs, bathrooms, kitchen and entry door area). The  
premises are to be left as I found them.

I understand that I am responsible for any damages that my occur  
during this period and agree to pay these charges as billed.

Signed \_\_\_\_\_

Today's Date \_\_\_\_\_

The two "RESERVED" signs are stored in the closet under the  
stairway in the Lodge. Insert your copy of this reservation form  
in the holder on the sign and place one of the signs in each of the  
entries to the Fireside Room. The signs and reservation form will  
indicate to all residents that you have reserved the use of the  
Fireside Room.

# RULES FOR THE DECK ENCLOSURES

BY ORDER OF THE BOARD OF DIRECTORS:

In accordance with #11 (DECORATING), page 10 of "The Homeowner's Documents", a design has been approved by the Board of Directors for the balcony or patio to be enclosed. It has been further determined by the Board of Directors that this design will not detract from the appearance of the buildings.

This concept has been voted on by the residents present and approved by a 61% vote in favor of said enclosure. This vote was taken at the request of the Board of Directors.

In consideration of the above statement, the following procedures shall become a part of the Rules of the Maplewood Village Condominium Association:

1. The deck enclosures shall not be mandatory, but shall be an option for each Unit Owner.
2. No alternations shall be made from the original design, without the permission of the Board of Directors.
3. Upon completion of the installation and before payment by the owner, the enclosure must be inspected and certified as meeting the original approved design by a member of the Board of Directors qualified to make this judgement.
4. The repair, cleaning and upkeep will be the sole responsibility of the Unit Owner, with the outward appearance of the building being foremost in mind.
5. If the Board of Directors determines that any deck enclosure is not maintained properly and is becoming a detraction from the appearance of the building, the board shall notify the Unit Owner in writing of such defects. Unit Owners shall then, within seven (7) days forward to the board a work order confirming repairs will be made. If the owner does not comply with the notification, it shall be the option of the board to: (A) Clean or repair the enclosure at the expense of the Unit Owner, or (B) Remove the entire deck enclosure at the owner's expense.
6. Each Unit Owner requesting a deck enclosure shall be given a copy of these rules for their records as well as signing and dating a copy for the Association records.

The plans and specifications for construction of an approved deck enclosure ~~and~~ available from the Maplewood Association Office.

*ARE*

Effective Date: February 19, 1991

FILED FOR RECORD  
POLK COUNTY, IOWA

INST # \_\_\_\_\_  
RECORDING FEE 11.00  
AUDITOR FEE \_\_\_\_\_

00 NOV 20 A 11: 13.8

TIMOTHY J. BRIEN  
RECORDER

COPY

PREPARED BY AND AFTER RECORDING RETURN TO: Patrick T. Burk, 317 Sixth Avenue, Suite 300, Des Moines, Iowa 50309

**CLARIFICATION NOTICE REGARDING MINIMUM AGE OF OCCUPANCY**

The Board of Directors of the Maplewood Village Condominium Association has determined that a need exists for a clarification of the Eighth Supplement to the Declaration of Submission to Horizontal Property Regime for Maplewood Village Condominium Paragraph (9) Age of Occupation of Units. At a Board meeting conducted on the 11th day of July, 2000 the Board of Directors determined that letters would be sent to each of the Condominium owners reflecting the suggested clarification. Of 173 letters sent only one (1) objection has been received.

Further, the Board of Directors of the Maplewood Condominium Association has determined that this Notice will be distributed as an additional Rule at Page No. 10 of the General Rules of the Condominium Owner's documents. Therefore, pursuant to a Resolution adopted at a meeting of the Board of Directors of the Maplewood Village Condominium Association on the 14<sup>th</sup> day of November, 2000, the following clarification is adopted:

Minimum Age of Occupancy

The Eighth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums sets forth the basic rules regarding Housing for Persons over the age of fifty-five to maintain consistency with the Housing for Older Persons Act of 1995; Final Rule, provided by the Department of Housing and Urban Development as Directive FR-4094-FO2.

In order to further clarify the Age restrictions for Maplewood Village

Condominiums, the Maplewood Village Homeowner's Association adopts the following guidelines:

- A. Of the 80% of the occupied units required to be occupied by at least one person age 55 or older, all additional occupants must be over the age of 30.
- B. Of the remaining 20% of the occupied units, no occupant shall be under the age of 30.

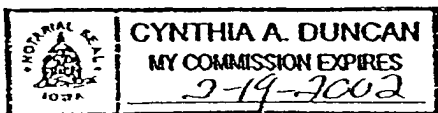
BOARD OF THE MAPLEWOOD CONDOMINIUM ASSOCIATION

*Everett Baldus*  
 BY: Everett Baldus,  
 Its President

*Donald Seiler*  
 BY: Donald Seiler,  
 Its Vice President

STATE OF IOWA )  
 )ss  
 COUNTY OF POLK )

On this 15th day of NOVEMBER, 2000, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared EVERETT BALDUS and DONALD SEILER, to me personally known, who being by me duly sworn, did say that they are the President and Vice President, respectively, of the corporation executing the within and foregoing instrument, that said instrument was signed on behalf of the corporation by authority of its Board of Directors; and that EVERETT BALDUS and DONALD SEILER, 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.



*Cynthia A. Duncan*  
 Notary Public in and for the State of Iowa



THIS SHEET TO BE ADDED TO HOMEOWNER DOCUMENTS IN THE "GENERAL RULES" SECTION.

REVIEW OF ADMINISTRATIVE POLICIES OF BOARDS OF DIRECTORS THAT HAVE NOT BEEN FORMALLY ADDED TO OUR RULES & REGULATIONS SECTION OF HOMEOWNER DOCUMENTS.

- N -1 FIRST FLOOR OWNERS & GUESTS SHOULD NOT MAKE A HABIT OF USING THE PATIO DOOR FOR EXIT & ENTRY. PLEASE USE FRONT DOORS. SECURITY OF BUILDING IS JEOPARDIZED WHENEVER PATIO DOOR IS UNLOCKED.
- 2 REALTY 'FOR SALE' SIGNS SHALL BE 8"x24" AND DISPLAYED ON THE FRAME ON SOUTH SIDE OF MAPLEWOOD VILLAGE ENTRANCE.
- 3 NO ELECTRICAL OUTLETS IN GARAGE LOCKERS UNLESS CONNECTED TO THE OWNERS ELECTRICAL METER.
- 4 CARPET COLOR ON DECKS AND PATIOS SHOULD BE 'BROWN TONE', SEE ITEM 11 PAGE 10 OF DECLARATIONS SECTION OF HOMEOWNER DOCUMENTS.
- 5 UNITS SHOULD HAVE ALL LIVING AREA FLOORS CARPETED AND USE THICK PAD TO MINIMIZE SOUND TRANSMISSION TO UNITS BELOW. WHEN REPLACING CARPETING ON 2ND & 3RD FLOORS, UNIT OWNERS SHOULD CHECK BARE FLOORS FOR SQUEAKY AREAS AND APPLY SCREW NAILS TO THESE AREAS BEFORE INSTALLING THE NEW CARPET AND PAD. HARDWOOD FLOORING & HARD SURFACE COMPOSITION FLOORING IS ALLOWED IN KITCHEN & BATHROOM AREAS ONLY.
- 6 CHRISTMAS LIGHTS & DECORATIONS TO BE REMOVED NO LATER THAN MARCH FIRST.
- 7 ONLY THE U.S. FLAG WILL BE ALLOWED TO BE DISPLAYED AT MAPLEWOOD VILLAGE.
- 8 ADVISE THE OFFICE WHEN CARS OF GUESTS WILL BE ON THE PROPERTY MORE THAN 48 HOURS.
- 9 THE USE OF LODGE BUILDING & FACILITIES BY UNIT OWNERS WHO DO NOT ACTUALLY RESIDE IN THAT UNIT IS NOT PERMITTED.
- 10 BUILDING LOUNGES. SOCIAL LOUNGE MAY BE RESERVED BY UNIT OWNER.  
GAME-ROOM LOUNGE MAY BE RESERVED FOR ENTIRE BUILDING FUNCTIONS ONLY.  
(Item 10 can be changed by vote of each building's owners.)

## Maplewood Village Garden Committee

The garden plots of Maplewood Village are provided by the Association free of charge to the residents interested in planting and properly caring for a garden plot. There are 27 plots at ground level and 11 raised garden plots. Two plots are reserved for compost.

The Maplewood Village garden area is a lovely community effort developed by residents. It is important that each individual area be maintained to enhance the overall beauty of the entire complex to be enjoyed by other residents and visitors to Maplewood Village. The following guidelines outline the rules concerning garden use.

### Annual Meeting

1. The annual meeting for garden plot allocation will take place the second Monday of March with final determination of plot use by April 1<sup>st</sup>.
2. Notice of the annual meeting date will be posted in all buildings no later than the first week of February.
3. Individuals interested in gardening a plot, must be present at the meeting. It will not be assumed that because an individual had a garden the previous year that that individual desires the same plot the following year. In the event an individual cannot attend the annual meeting due to unforeseen circumstances (illness), a written notice of intent must be provided to a committee member prior to the meeting.
4. Copies of garden guidelines will be provided to all new gardeners, the manager, and available for seasoned gardeners. Copies will be available at the annual garden meeting. Presence at the meeting serves as an agreement to follow these guidelines.

### Garden Plot Designation

1. One plot is allowed per unit. The owner has the rights to the same plot the following year.
2. Extra plots will be distributed by the garden committee to interested parties after the annual meeting with final determination of all plot designations by April 1<sup>st</sup>.
3. Maps of plot designations will be posted in the garden storage shed.

### Garden Maintenance

1. Gardeners are expected to keep their plots clean and maintain their areas free from weeds, overgrowth into adjoining gardens, and free from rotting fruit.

2. After use of garden tools, items must be properly cleaned prior to returning to garden shed. Misuse of garden tools should be reported to the garden committee. Replacement of tools will be at the discretion of the committee.
3. Inspections by the garden committee will be completed monthly. Garden owners with overgrown weeds, rotting fruit, or excessive overgrowth will receive written notice and have 2 weeks to clean their garden. In the event the individual does not respond or refuses to respond will risk losing the garden plot the following year. This will be determined by vote of committee members with written notice of revoked garden privileges sent to the individual.
4. Garden vines and other waste must be cut up into small pieces for compost use. (Items should not be pulled up and thrown on compost whole)

### Season Clean-up

1. At the end of the gardening season (late September or October) a notice will be posted at all buildings concerning garden clean up. All individuals who have a garden plot will be expected to clean their plots and remove annual vegetation. Individuals who do not clean their plot in the fall will be assessed \$25 and will forfeit their garden plot the following year. The collected funds will be used for garden maintenance and replacement fees.

### Garden Committee

Chairperson: Fran Heles, Building 6  
Committee Members: Jean Omalia, Building 6  
Sabina Volz, Building 2, and Kim Oswald, Building 3

TIMOTHY J. BRIEN  
COPY SENT TO AUDITOR

INST # 096432  
RECORDING FEE 11.00  
AUDITOR FEE \_\_\_\_\_

FILED FOR RECC  
POLK COUNTY IO

99 APR 30 A 7:5

TIMOTHY J. BRI  
RECORDER

Prepared by and after recording return to: Patrick T. Burk, 317 Sixth Avenue, 300 Nations Bank Building, Des Moines, Iowa 50309 (515) 243-8157

**AFFIDAVIT**

STATE OF IOWA    )  
                          )SS:  
COUNTY OF POLK )

I, Charles W. Mathis, state upon my oath as follows, to wit:

1. I am the current President of the Maplewood Village Condominium Association, and as such I am a current unit owner of a condominium in the Maplewood Village Condominiums; and

2. On Tuesday, November 17, 1998 One Hundred Thirty-eight (138) out of One Hundred Seventy-three (173) unit owners voted to amend the Maplewood Village Condominium Declaration of Submission of Property to Horizontal Property Regime and Maplewood Condominium Association By-Laws to be consistent with current state and federal law regarding housing for older persons; and

3. The unit owners voted to amend these documents to indicate the Association's goal is to obtain One Hundred percent (100%) occupancy by at least one person age Fifty-five (55) years of age or older; however, the unit owners also voted to further amend these documents if it was determined that the rules of the Department of Housing and Urban Development (HUD) would allow a more lenient approach to provide housing services and facilities which are consistent with housing for older persons as defined under the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619) and further consistent with the Housing for Older Persons Act of 1995 (HOPA).

4. Since the filing of the Seventh Amendment to the Declaration as corrected and the corresponding Amendment to the By-Laws, the Association has learned of the following publication issued by HUD as Directive Number: FR-4094-F-02: Implementation of the Housing for Older Persons Act of 1995; Final Rule. The publication indicates this final rule has an effective date of May 3, 1999.

5. Pursuant to the language of this publication, the Association believes that once it has met the requirement that Eighty-Percent (80%) of the occupied units be occupied by at least one person aged 55 or over it may choose to alter the age requirements for the remaining Twenty-Percent (20%) and still comply with the requirements of the Fair Housing Act. Notwithstanding any modification of the age restrictions for this remaining Twenty-Percent (20%), the Association will maintain its overall intent to provide housing for older persons.

6. Accordingly, and consistent with the vote taken on November 17, 1998 as discussed in Paragraph 1 of this affidavit, the Declaration and By-Laws have been amended to indicate that once the Association meets the Eighty-Percent (80%) requirement, the remaining Twenty-Percent (20%) may be occupied by at least one person aged Thirty (30) or older; however, the Association will maintain its policy that no unit may be occupied by families with children.

7. These amendments to the Declaration and By-Laws are intended to bring such documents in compliance with the requirements regarding the publication and adherence to policies and procedures demonstrating Maplewood Village Condominium Association's intent to qualify for the Fifty-five (55) or older exemption under the Fair Housing Act.

8. This affidavit supplements and amends the affidavit dated February 5, 1999, filed February 5, 1999 and recorded in Book 8134 at Page 634.

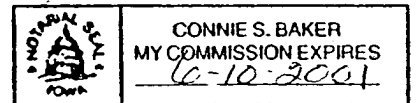
Dated this 29 day of April, 1999.

Charles W. Mathis  
Charles W. Mathis

STATE OF IOWA )  
                  )SS:  
COUNTY OF POLK )

On this 29 day of April, 1999, before me, the undersigned, a Notary Public in and for said State, personally appeared Charles W. Mathis, to me known to be the person named in and who executed the foregoing instrument, and acknowledged that he executed the same as his voluntary act and deed.

Connie S. Baker  
Notary Public in and for the State of Iowa



INST # 096433  
RECORDING FEE 6.00  
AUDITOR FEE \_\_\_\_\_

FILED FOR RECORD  
POLK COUNTY, IOWA

99 APR 30 A 7:56.3

TIMOTHY J. BRIEN  
RECORDER

Prepared by and after recording return to: Patrick T. Burk, 317 Sixth Avenue, 300 Nations Bank Building, Des Moines, Iowa 50309 (515) 243-8157

**AMENDED BY-LAWS OF  
MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION**

The By-Laws of Maplewood Village Condominium Association, as restated in a document dated July 18 1997 filed August 29, 1997 and recorded in Book 7711 at Page 835 and as amended in a document dated February 5, 1999, filed February 5, 1999 and recorded in Book 8134 at Page 633 are hereby further amended as follows:

1. As stated in the February 5 Amendment, Maplewood Village Condominium Association intends to provide housing for older persons consistent with the Fair Housing Act (Title VIII of the Civil Rights Act of 1968 as amended, 42 U.S.C. 3601-3619) and the Housing for Older Persons Act of 1995. In furtherance of this objective the Association shall develop rules and guidelines requiring that at least Eighty percent (80%) of the occupied units be occupied by at least one person who is Fifty-five (55) years of age or older.

2. Notwithstanding any previous occupancy requirement, once the Association has met the Eighty-Percent requirement outlined in paragraph one of this amendment, the remaining Twenty-Percent (20%) may be occupied by at least one person who is Thirty (30) years of age or over. No unit shall be occupied by families with children.

3. To the extent that any of the previous By-Laws are inconsistent with this intent to provide housing for older persons, they are deemed void.

This amendment to the By-Laws has been adopted and approved by a Sixty-seven percent (67%) vote of all unit owners in accordance with Paragraph 31 of the Declaration on the 17th day of November, 1998.

Dated this 29 day of April, 1999.

**MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION**

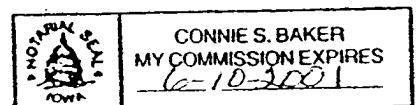
By: Charles W. Mathis  
Charles W. Mathis, President

By: John McClure  
John McClure, Vice-President

STATE OF IOWA     )  
                          )ss:  
COUNTY OF POLK    )

On this 29 day of April, 1999, before me, the undersigned a Notary Public in and for the said State of Iowa, personally appeared Charles W. Mathis and John McClure to me personally known, who, being by me duly sworn, did say that they are the President and Vice-President, respectively, of said corporation; that no seal has been produced by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; that said Charles W. Mathis and John McClure as such officers, acknowledged the execution of said instrument to be their voluntary act and deed of said corporation, by it and by them voluntarily executed.

Connie S. Baker  
Notary Public in and for the State of Iowa



FIRST SUPPLEMENT/AMENDMENT  
TO DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
FOR  
MAPLEWOOD VILLAGE CONDOMINIUMS,  
A CONDOMINIUM

ROD LEIN HOMES, INC., (declarant) hereby executes this instrument of First Supplement/Amendment to Declaration of Submission of Property to Horizontal Property Regime for MAPLEWOOD VILLAGE CONDOMINIUMS, a "Condominium", pursuant to and as authorized in (13) DECLARANT'S RESERVED RIGHTS AND POWERS, including all subsections thereunder, of the Declaration of Submission of Property to Horizontal Property Regime for MAPLEWOOD VILLAGE CONDOMINIUMS, a Condominium, ("Declaration") filed April 23, 1985, in Book 5447, Pages 483 through 533, inclusive, and Book 5452, Page 301 in the Office of the Polk County Recorder.

The "Declaration" shall be supplemented/amended as follows:

(A) "Building" as defined in (1), B, (4) shall be redefined to mean the structural improvements located on the Parcel and forming a part of the Property and containing residential Units, and shall include all fixtures, installations or additions comprising a part of the building within the unfinished interior surfaces of the perimeter walls, floors and ceilings of the individual condominium Units initially installed or replacements thereof, in accordance with the original condominium plans and specifications, or installed by or at the expense of the Unit Owners.

(B) "Parcel" as defined in (1), B, (14) shall include the parcel or tract of real estate described as follows:

MAPLEWOOD VILLAGE PLAT TWO, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa.

(C) "Plat" as defined in (1), B, (16) shall include the floor and elevation plans and drawings of the Building attached hereto as First Supplement/Amendment-Exhibit "A".

(D) The minimum age of 30 years as stated in line two of (9) AGE OF OCCUPANTS OF UNITS shall be deleted and in lieu thereof 25 years shall be inserted.

(E) By deleting (12) OWNERSHIP OF THE COMMON ELEMENTS in its entirety and in lieu thereof insert the following:

(12) OWNERSHIP OF THE COMMON ELEMENTS. Each Unit Owner shall be entitled to an undivided interest in the Common Elements, both limited

and general. Said undivided interest in the Common Elements shall be expressed as a percent and owned by the Unit Owners as tenants in common. Such percent of ownership interest shall be the same in both the Limited Common Elements and the General Common Elements, notwithstanding any exclusive right of use of any Limited Common Element which may be appurtenant to a particular Unit. The ownership of each Unit shall not be conveyed separately from the percentage ownership in the Common Elements. The percentage ownership in the Common Elements corresponding to any Unit shall be deemed conveyed or encumbered with that Unit, even though the legal description in the instrument conveying or encumbering said Unit may refer only to the title to that Unit, or may refer to an incorrect percent for that Unit. Title to a Unit held by more than one person or entity shall collectively constitute one Unit ownership per Unit.

The amount of such undivided interest appurtenant to each Unit shall be a percent, which shall be determined by multiplying the square footage of the Unit by 100 and then dividing the product by the total square footage of all Units within the regime.

The declarant reserves the right to submit additional parcels and buildings to the regime hereby created in accordance with the terms of Paragraph 13 hereof. In such event, percentage ownership shall be determined by the application of the formula heretofore described in this section which shall include the total number of apartments in the regime including any additional apartments submitted to the regime after this Declaration is duly recorded as hereinafter provided. (As an example: Maplewood Village Plat One has a total of 25,245 square feet in all Units submitted to the regime and the owner of a 750 square foot Unit shall have a 2.97 percent undivided interest in the lands and other Common Elements of the regime, whether they be limited or general located in or on Maplewood Village Plat One; when additional parcels and buildings are added to the regime such as 25,245 square feet in all Units on Maplewood Village Plat Two, then the owner of a 750 square foot Unit in the regime shall have a 1.49 percent undivided interest in the parcel and other Common Elements, limited or general, located in or on Maplewood Village Plat One and Maplewood Village Plat Two.)

(F) By adding to (15) USE OF COMMON ELEMENTS between the first and second paragraphs the following paragraph:

Any Unit Owner who fails to pay any assessment levied by the Association within five days of its due date shall be assessed a late charge of \$10 by the Association. Such late charge assessment shall be deemed to be an assessment levied or chargeable to the delinquent Unit Owners' Unit.

(G) By deleting paragraph (19) C. WORKING CAPITAL FUND and in lieu thereof insert the following:

C. WORKING CAPITAL FUND. In addition to the regular assessments provided for herein, there shall be collected, at the time of closing, from each initial unit purchaser a sum equal to two months regular assessment. This sum shall be transferred to the Owners' Association for the purpose and use as a working capital fund.



(H) By deleting Exhibit "D" of the Declaration and and in lieu thereof inserting Supplement/Amendment-Exhibit "D" as attached hereto and by reference made a part hereof.

It is the intention of declarant by this instrument to submit and convey:

MAPLEWOOD VILLAGE PLAT TWO, an Official Plat, now included in and forming a part of the City of Ankeny, Polk County, Iowa,

and the building and other improvements constructed or to be constructed thereon to the condominium form of ownership and use pursuant to Chapter 499B, Code of Iowa, 1985; and, to the "Declaration", including the Articles of Incorporation of Maplewood Village Condominium Association and the Bylaws of Maplewood Village Condominium Association; and, to any Supplements/Amendments thereto.

IN WITNESS WHEREOF, the undersigned declarant and owner has caused this instrument to be duly executed this 12<sup>th</sup> day of March, 1986.

ROD LEIN HOMES, INC.

By: Rodney A. Lein *pres.*  
RODNEY A. LEIN, President

By: Dolores V. Lein *secretary*  
DOLORES V. LEIN, Secretary

STATE OF IOWA        )  
                              ) ss:  
COUNTY OF POLK     )

On this 12<sup>th</sup> day of March, 1986, before me, the undersigned a Notary Public in and for the said County, in said State, personally appeared RODNEY A. LEIN, and DOLORES V. LEIN, to me personally known, who, being by me duly sworn, did say that they are the President and Secretary, respectively, 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 said RODNEY A. LEIN and DOLORES V. LEIN, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

R. J. Wagener  
NOTARY PUBLIC IN AND FOR THE STATE  
OF IOWA

# CONNOLLY O'MALLEY LILLIS HANSEN OLSON LLP

ATTORNEYS AT LAW

300 NATIONSBANK BUILDING  
317 SIXTH AVENUE  
DES MOINES, IOWA 50309

TELEPHONE (515) 243-8157

FAX (515) 243-3919

E-MAIL CLAWFIRM@AOL.COM

JOHN CONNOLLY, JR. (1891-1975)  
GEORGE E. O'MALLEY (1905-1982)  
JOHN CONNOLLY III (1918-1998)  
BERNARD J. CONNOLLY (1920-1970)  
C. I. MCNUTT (1901-1958)

WILLIAM J. LILLIS  
RUSSELL J. HANSEN  
MICHAEL W. O'MALLEY  
EUGENE E. OLSON  
STREETAR CAMERON  
DOUGLAS A. FULTON  
DANIEL L. MANNING  
CHRISTOPHER R. POSE  
PATRICK T. BURK  
DAVID I. HANSEN

February 16, 1999

Mr. Charles W. Mathis  
405 SE Delaware #206, Bldg. 5  
Ankeny, Iowa 50021

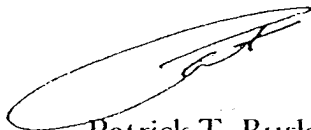
RE: Corrected Seventh Supplement

Dear Charlie:

I received your message regarding your belief that the Seventh Supplement should not delete Paragraph 9 in its entirety. The purpose of doing so is for clarity; however, if you believe that the vote was not consistent with the deletion of the entire paragraph, we should do a corrected Supplement as soon as possible. I have enclosed such a document to be executed by you and John in front of a Notary Public. Please return the document to me, once executed, in the enclosed, self-addressed, stamped envelope and I will see that it is properly recorded.

Please call with questions or concerns.

Very truly yours,



Patrick T. Burk  
For the Firm

Enclosure  
PTB/tlb

**Prepared by and after recording return to: Patrick T. Burk, 317 Sixth Avenue, 300 Nations Bank Building, Des Moines, Iowa 50309 (515) 243-8157**

**CORRECTED SEVENTH SUPPLEMENT/AMENDMENT TO  
DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME  
FOR MAPLEWOOD VILLAGE CONDOMINIUMS, A CONDOMINIUM**

Maplewood Village Condominium Association hereby executes this instrument of Seventh Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," pursuant to and as authorized in (5) MANAGEMENT ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY, including all Subsections thereunder, of the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," (Declaration) filed April 23, 1985 in Book 5447 at Page 483 and Book 5452 at Page 301 in the records of Polk County, Iowa; and as amended in the following documents:

- (A) The First Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 13, 1986 in Book 5552 at Page 232; and
- (B) the Second Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 20, 1987 in Book 5697 at Page 276; and
- (C) the Third Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed December 16, 1987 in Book 5804 at Page 400; and
- (D) the Fourth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed April 21, 1988 in Book 5845 at Page 248 (except as amended in the March 9, 1994 Order of the Fifth Judicial District voiding that portion of the Fourth Supplement/Amendment which purports to amend Paragraph 5A of the Declaration to extend the turnover period from the Declarant to the Condominium Association); and
- (E) the Fifth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 7, 1990 in Book 6201 at Page 830; and
- (F) the Sixth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 21, 1992 in Book 6507 at Page 987 (except to the extent that the Sixth Supplement/Amendment has been amended by the March 9, 1994 Order of the Fifth Judicial District which voids that portion of the Sixth Supplement/Amendment which purports to extend the legal description of the future development area beyond that set forth in Paragraph 13B and to the extent it permitted the Declarant to make unilateral amendments to the Declaration to dedicate additional property to the condominium regime outside the future development area set forth in Paragraph 13B before said Supplement/Amendment).

The "Declaration" shall be supplemented/amended as follows:

- (A) The first sentence of Paragraph (9) AGE OF OCCUPANTS OF UNITS shall be deleted in its entirety and replaced with the following:

The remainder of Paragraph 9, as well as the remainder of the Covenants, shall remain in full force and effect as if the original Seventh Supplement/Amendment dated February 5, 1999, filed February 5, 1999 and recorded in Book 8134 at Page 631 had never been filed.

(9) AGE OF OCCUPANTS OF UNITS. The Association shall strive to maintain One Hundred percent (100%) of the occupied units with at least one occupant who is age Fifty-five (55) or older. At no time will the Association allow the sale or lease of a unit which causes the percentage of occupied units occupied by at least one person age Fifty-five (55) or older to fall below Eighty percent (80%). This provision is intended to indicate Maplewood Village Condominium Association's intent to adhere to policies and procedures for Fifty-five (55) and older housing pursuant to the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619). Anything contained in this Declaration which contradicts this intent shall be deemed void.

In order to achieve compliance with these occupancy objectives, all applications for purchase of a unit in the Maplewood Village Condominiums shall include a verified statement that at least one occupant is age Fifty-five (55) years of age or older.

With this Supplement/Amendment having received the approval of more than Sixty-seven percent (67%) of the unit owners of Maplewood Village Condominiums, the Board of Directors of Maplewood Village Condominium Association has caused this instrument to be duly executed this 19<sup>th</sup> day of FEBRUARY, 1999.

MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION

By: Charles W. Mathis  
Charles W. Mathis, President

By: John McClure  
John McClure, Vice-President

STATE OF IOWA )  
                          )SS:  
COUNTY OF POLK )

On this 19<sup>th</sup> day of February, 1999, before me, the undersigned a Notary Public in and for the said County in said State, personally appeared Charles W. Mathis and John McClure to me personally known, who, being by me duly sworn, did say that they are the President and Vice-President, respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said Charles W. Mathis and John McClure as such office; acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Judy A. Little  
Notary Public in and for the State of Iowa

INST # 096431  
RECORDING FEE 16.00  
AUDITOR FEE \_\_\_\_\_

FILED FOR RECORD  
POLK COUNTY, IOWA

99 APR 30 A 7: 53.1

TIMOTHY J. BRIEN

Prepared by and after recording return to: Patrick T. Burk, 317 Sixth Avenue, 300 Nations Bank Building, Des Moines, Iowa 50309 (515) 243-8157

**EIGHTH SUPPLEMENT/AMENDMENT TO  
DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME  
FOR MAPLEWOOD VILLAGE CONDOMINIUMS, A CONDOMINIUM**

Maplewood Village Condominium Association hereby executes this instrument of Seventh Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," pursuant to and as authorized in (5) MANAGEMENT ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY, including all Subsections thereunder, of the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," (Declaration) filed April 23, 1985 in Book 5447 at Page 483 and Book 5452 at Page 301 in the records of Polk County, Iowa; and as amended in the following documents:

- (A) The First Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 13, 1986 in Book 5552 at Page 232; and
- (B) the Second Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 20, 1987 in Book 5697 at Page 276; and
- (C) the Third Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed December 16, 1987 in Book 5804 at Page 400; and
- (D) the Fourth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed April 21, 1988 in Book 5845 at Page 248 (except as amended in the March 9, 1994 Order of the Fifth Judicial District voiding that portion of the Fourth Supplement/Amendment which purports to amend Paragraph 5A of the Declaration to extend the turnover period from the Declarant to the Condominium Association); and
- (E) the Fifth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 7, 1990 in Book 6201 at Page 830; and
- (F) the Sixth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 21, 1992 in Book 6507 at Page 987 (except to the extent that the Sixth Supplement/Amendment has been amended by the March 9, 1994 Order of the Fifth Judicial District which voids that portion of the Sixth Supplement/Amendment which purports to extend the legal description of the future development area beyond that set forth in Paragraph 13B and to the extent it permitted the Declarant to make unilateral amendments to the

Declaration to dedicate additional property to the condominium regime outside the future development area set forth in Paragraph 13B before said Supplement/Amendment).

- (g) the Seventh Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 5, 1999 in Book 8134 at Page 631 as Corrected in a documented filed March 2, 1999 and recorded in Book 8154 at Page 241.

Effective May 3, 1999 the "Declaration" shall be supplemented/amended as set forth below. These amendments are intended to be consistent with the Implementation of the Housing for Older Persons Act of 1995; Final Rule, provided by the Department of Housing and Urban Development as Directive Number FR-4094-F-02, which also becomes effective on May 3, 1999.

- (A) The first sentence of Paragraph (9) AGE OF OCCUPANTS OF UNITS shall be deleted in its entirety and replaced with the following:

(9) AGE OF OCCUPANTS OF UNITS. The Association shall maintain at least 80% of the occupied units with at least one occupant who is age Fifty-five (55) or older. At no time will the Association allow the sale or lease of a unit which causes the percentage of occupied units occupied by at least one person age Fifty-five (55) or older to fall below Eighty percent (80%). The remaining twenty percent (20%) of the occupied units shall be occupied by at least one person over the age of Thirty (30). None of the occupied units shall be sold or leased to families with children. This provision is intended to indicate Maplewood Village Condominium Association's intent to adhere to policies and procedures for Fifty-five (55) and older housing pursuant to the Fair Housing Act (Title VIII of the Civil Rights Act of 1968, as amended, 42 U.S.C. 3601-3619). Anything contained in this Declaration which contradicts this intent shall be deemed void.

In order to maintain adequate records regarding these occupancy objectives, all applications for purchase of a unit in the Maplewood Village Condominiums shall include a verified statement indicating the age of the oldest occupant.

The remainder of the Covenants as amended, including the remainder of Paragraph (9) shall remain in full force and effect.

With this Supplement/Amendment having previously received the approval of more than Sixty-seven percent (67%) of the unit owners of Maplewood Village Condominiums, the Board of Directors of Maplewood Village Condominium Association has caused this instrument to be duly executed this 29 day of April, 1999.

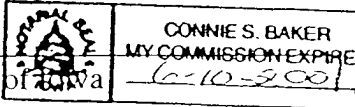
MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION

By: Charles W. Mathis  
Charles W. Mathis, President

By: John McClure  
John McClure, Vice-President

STATE OF IOWA )  
                          )SS:  
COUNTY OF POLK )

On this 27 day of April, 1999, before me, the undersigned a Notary Public in and for the said County in said State, personally appeared Charles W. Mathis and John McClure to me personally known, who, being by me duly sworn, did say that they are the President and Vice-President, respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said Charles W. Mathis and John McClure as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

Connie S. Baker  
Notary Public in and for the State of Iowa 

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Doc ID: 013320380003 Type: GEN  
Recorded: 07/22/2003 at 09:53:48 AM  
Fee Amt: \$21.00 Page 1 of 3  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2003-00009412

BK 9996 PG 950-952

Prepared by and after recording RETURN TO:  
Return to: Jim Rooker, 413 SE Delaware Avenue, Ankeny, IA 50021

**NINTH SUPPLEMENT/AMENDMENT TO  
DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY  
REGIME FOR MAPLEWOOD VILLAGE CONDOMINIUMS, A CONDOMINIUM**

Maplewood Village Condominium Association hereby executes this instrument of Ninth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium", pursuant to and as authorized in (5) MANAGEMENT ASSOCIATION OF UNIT OWNERS AND ADMINISTRATION AND OPERATION OF THE PROPERTY, including all Subsections thereunder, of the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," (Declaration) filed April 23, 1985 in Book 5774 at Page 483 and Book 5452 at Page 301 in the records of Polk County, Iowa; and as amended in the following documents:

- (A) The First Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 13, 1986 in Book ~~552~~ at Page 232; and  
*5552 J.R.*
- (B) the Second Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 20, 1987 in Book 5697 at Page 276; and
- (C) the Third Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed December 16, 1987 in Book 5804 at Page 400; and
- (D) The Fourth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed April 21, 1988 in Book 5845 at Page 248 (except as amended in the March 9, 1994 Order of the Fifth Judicial District voiding that portion of the Fourth Supplement/Amendment which purports to amend Paragraph 5A of the Declaration to extend the turnover period from the Declarant to the Condominium Association); and
- (E) The Fifth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village condominiums, a "condominium," filed February 7, 1990 in Book 6201 at Page 830; and



- (F) the Sixth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 21, 1992 in Book 6507 at Page 987 (except to the extent that the Sixth Supplement/Amendment has been amended by the March 9, 1994 Order of the Fifth Judicial District which voids that portion of the Sixth Supplement/Amendment which purports to extend the legal description of the future development area beyond that set forth in Paragraph 13B and to the extent it permitted the Declarant to make unilateral amendments to the Declaration to dedicate additional property to the condominium regime outside the future development area set forth in Paragraph 13B before said Supplement/Amendment).
- (G) the Seventh Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 5, 1999 in Book 8134 at Page 631 as corrected in a document filed March 2, 1999 and recorded in Book 8154 at Page 241.
- (H) the Eighth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed April 30, 1999 in Book 8201 at Page 758.

759 J.R.

Effective June 3, 2003, the "Declaration" shall be supplemented/amended as set forth below. This amendment is intended to be consistent with the Housing for Older Persons Act of 1995.

- (A) Paragraph (8) USE OF UNITS shall be deleted in its entirety and replaced with the following:

(8) USE OF UNITS. The Condominium Units shall be occupied and used by the respective Owners only as a private dwelling for the Owner and their spouse, and no other purpose. The respective condominium units shall not be rented or leased. There shall be no "guests/tenants" allowed after the Unit has been vacated by the Owner. The Board of Directors has discretionary authority to allow immediate family to stay in the Unit during transition to a new owner.

In all other respects, the Declaration is hereby confirmed by the undersigned and shall remain in full force and effect.

With this Supplement/Amendment having previously received the approval of more than sixty-seven percent (67%) of the Unit Owners of Maplewood Village Condominiums, the Board of Directors of Maplewood Village Condominium Association has caused this instrument to be duly executed on this 15 day of July, 2003.

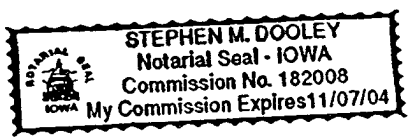
MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION

By *Jerry Swim*  
Jerry Swim, President

By *Orlin B. Enderson*  
Orlin Enderson, Vice President

STATE OF IOWA )  
                                  )ss  
COUNTY OF POLK )

On this 15 day of July, 2003, before me, the undersigned, a Notary Public in and for the same County in said State, personally appeared Jerry Swim and Orlin Enderson, to me personally known who, being by me duly sworn, did say that they are the President and Vice President, respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said Jerry Swim and Orlin Enderson, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



*Stephen M. Dooley*  
Notary Public in and for the State of Iowa.

COPY



Doc ID: 019009070004 Type: GEN  
Recorded: 09/15/2006 at 09:44:55 AM  
Fee Amt: \$22.00 Page 1 of 4  
Polk County Iowa  
TIMOTHY J. BRIEN RECORDER  
File# 2007-00025218

BK 11855 PG 20-23

*Prepared by and after recording*

*Return to: Jim Rooker, 413 SE Delaware Avenue, Ankeny, IA 50021*

COPY

**TENTH SUPPLEMENT/AMENDMENT TO  
DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY  
REGIME FOR MAPLEWOOD VILLAGE CONDOMINIUMS, A CONDOMINIUM**

Maplewood Village Condominium Association hereby executes this instrument of Tenth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium", pursuant to and as authorized in Section 30, including all subsections thereunder, of the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," (Declaration) filed April 23, 1985 in Book 5774 at Page 483 and Book 5452 at Page 301 in the records of Polk County, Iowa; and as amended in the following documents:

- A. The First Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 13, 1986 in Book 5552 at Page 232; and
- B. The Second Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed March 20, 1987 in Book 5697 at Page 276; and
- C. The Third Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed December 16, 1987 in Book 5804 at Page 400; and
- D. The Fourth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed April 21, 1988 in Book 5845 at Page 248 (except as amended in the March 9, 1994 Order of the Fifth Judicial District voiding that portion of the Fourth Supplement/Amendment which purports to amend Paragraph 5A of the Declaration to extend the turnover period from the Declaration of the Condominium Association); and

copy

- E. The Fifth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 7, 1990 in Book 6201 at Page 830; and
- F. The Sixth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 21, 1992 in Book 6507 at Page 987 (except to the extent that the Sixth Supplement/Amendment has been amended by the March 9, 1994 Order of the Fifth Judicial District which voids that portion of the Sixth Supplement/Amendment which purports to extend the legal description of the future development area beyond that set forth in Paragraph 13B and to the extent it permitted the Declarant to make unilateral amendments to the Declaration to dedicate additional property to the condominium regime outside the future development area set forth in Paragraph 13B before said Supplement/Amendment); and
- G. The Seventh Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed February 5, 1999 in Book 8134 at Page 631 as corrected in a document filed March 2, 1999 and recorded in Book 8154 at Page 241; and
- H. The Eighth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed April 30, 1999 in Book 8201 at Page 758; and
- I. The Ninth Supplement/Amendment to the Declaration of Submission of Property to Horizontal Property Regime for Maplewood Village Condominiums, a "condominium," filed 7-22-03 in Book 9996 at Page 950.

Effective September 1, 2006, the "Declaration" shall be supplemented/amended as set forth below.

Paragraph (29), Line 9 AGREEMENT shall be corrected to read 5(F) instead of 5(G). Section 5(G) does not exist; and Paragraph 29 is to be clarified accordingly.

In all other respects, the Declaration and Amendments thereto are hereby confirmed by the undersigned and shall remain in full force and effect.

This Supplement/Amendment does not require the approval of more than sixty-seven percent (67%) of the Unit Owners of Maplewood Village Condominiums because, pursuant to Section (30), the amendment is not considered a material change. The Board of Directors of Maplewood Village Condominium Association has caused this instrument to be duly executed this \_\_\_\_\_ day of August, 2006.


MAPLEWOOD VILLAGE CONDOMINIUM ASSOCIATION

By Jason Douglas  
Jason Douglas, President

By James Rooker  
James Rooker, Vice President

STATE OF IOWA     )  
                                   )ss  
COUNTY OF POLK    )

On this 12<sup>th</sup> day of August, 2006, before me, the undersigned, a Notary Public in and for the same County in said State, personally appeared Jason Douglas and James Rooker, to me personally known who, being by me duly sworn, did say that they are the President and Vice President, respectively, of said corporation; that no seal has been procured by said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that said Jason Douglas and James Rooker, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

 **Lois D. Lundgren**  
Notarial Seal-Iowa  
Commission No. 145051  
My Commission Expires Oct. 15, 2008

Lois D Lundgren  
Notary Public in and for the State of Iowa



1A

Senate File 2224

AN ACT  
RELATING TO BOARDS OF ADMINISTRATION FOR HORIZONTAL PROPERTY.

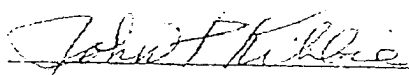
BE IT ENACTED BY THE GENERAL ASSEMBLY OF THE STATE OF IOWA:

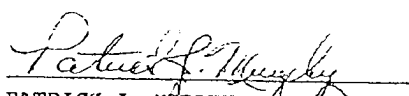
Section 1. Section 499B.15, Code 2009, is amended by adding the following new subsection:

NEW SUBSECTION. 1A. If the form of administration is a board of administration, board meetings must be open to all apartment owners except for meetings between the board and its attorney with respect to proposed or pending litigation where the contents of the discussion would otherwise be governed by the attorney-client privilege. Notice of each board meeting must be mailed or delivered to each apartment owner at least seven days before the meeting. Minutes of meetings of the board of administration must be maintained in written form or in another form that can be converted into written form within a reasonable time. The official records of the board of administration must be open to inspection and available for photocopying at reasonable times and places. Any action taken

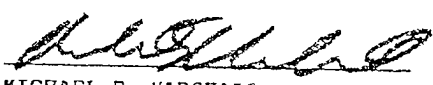
Senate File 2224, p. 2

by a board of administration at a meeting that is in violation of any of the provisions of this subsection is not valid or enforceable.

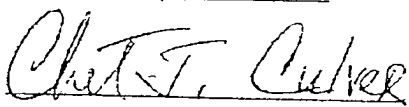
  
JOHN P. KIBBIE  
President of the Senate

  
PATRICK J. MURPHY  
Speaker of the House

I hereby certify that this bill originated in the Senate and is known as Senate File 2224, Eighty-third General Assembly.

  
MICHAEL E. MARSHALL  
Secretary of the Senate

Approved March 22nd, 2010

  
CHESTER J. CULVER  
Governor

c. Establish a program to ensure that partners are equipped with skills necessary for full participation in society.

d. Encourage participation by partners in the activities of the community.

90 Acts, ch 1120, §4; 2001 Acts, ch 61, §17

#### 499A.105 Association financing.

1. *Organizational and construction phase.* Upon incorporation, and after adoption of a rehabilitation plan pursuant to section 499A.104, the association may apply to the Iowa finance authority or other sources for financial assistance. The Iowa finance authority shall review the rehabilitation plan, and subject to the availability of monies, may approve for the association state grants, loans, or other appropriations administered by the Iowa finance authority.

2. *Stock transfer.* Advisory committee stock shall be transferred to the partners' committee for distribution to partners in accordance with the terms of the rehabilitation plan contract.

3. *Operational phase.* Upon completion of the rehabilitation plan and implementation of the

contract, the association shall be wholly owned by partners. The partners shall rent space only to other association partners. New partners may be admitted subject to completion of required partner training programs and sweat equity contributions, as required by the association's bylaws. Partners shall make mortgage payments in proportion to their equity interest in the property, with total payments sufficient to repay the mortgage loan, maintain the property, and accumulate a capital reserve fund for future repairs and improvements. The capital reserve fund and enforcement of partner obligations is the responsibility of the board of directors.

90 Acts, ch 1120, §5

#### 499A.106 Reimbursement of sweat equity contribution.

The association shall establish criteria for the reimbursement of a partner terminating membership in the association, in accordance with the partner's sweat equity contribution.

90 Acts, ch 1120, §6

## CHAPTER 499B

### HORIZONTAL PROPERTY (CONDOMINIUMS)

499B.1	Short title.	499B.12	Liens against apartments — removal from lien — effect of part payment.
499B.2	Definitions.	499B.13	Limitation upon availability of partition — exception as to limitation of partition by joint ownership.
499B.3	Recording of declaration to submit property to regime.	499B.14	Bylaws.
499B.4	Contents of declaration.	499B.15	Contents of bylaws.
499B.5	Contents of deeds of apartments.	499B.16	Disposition of property — destruction or damage.
499B.6	Copy of the floor plans to be filed.	499B.17	Lien against owner of unit.
499B.7	Interest in common elements — reference to them in instrument.	499B.18	Common expenses before foreclosure.
499B.8	Removal from provisions of this chapter.	499B.19	Common expenses after voluntary conveyance.
499B.9	Removal no bar to subsequent resubmission.	499B.20	Conversions to meet building codes.
499B.10	Individual apartments and interest in common elements are alienable.		
499B.11	Real property tax and special assessments — levy on each apartment.		

#### 499B.1 Short title.

This chapter shall be known as the "*Horizontal Property Act.*"

[C66, 71, 73, 75, 77, 79, 81, §499B.1]

#### 499B.2 Definitions.

Unless it is plainly evident from the context that a different meaning is intended, as used herein:

1. "*Apartment*" means one or more rooms occupying all or a part of a floor or floors in a building

of one or more floors or stories and notwithstanding whether the apartment be intended for use or used as a residence, office, for the operation of any industry or business or for any other use not prohibited by law.

2. "*Building*" means and includes one or more buildings, whether attached to one or more buildings or unattached; provided, however, that if there is more than one building, all such buildings shall be described and included in the declaration,

or an amendment thereto, and comprise an integral part of a single horizontal property regime.

3. "Co-owner" means a person, corporation, or other legal entity capable of holding or owning any interest in real property who owns all or an interest in an apartment within the building.

4. "Council of co-owners" means all the co-owners of the building. The business and affairs of the council of co-owners may be conducted by organizing a corporation not for pecuniary profit of which the co-owners are members.

5. "General common elements", unless otherwise provided in the declaration or lawful amendments thereto, means and includes:

a. The land on which the building is erected.

b. The foundations, basements, floors, exterior walls of each apartment and of the building, ceilings and roofs, halls, lobbies, stairways, and entrances and exits or communication ways, elevators, garbage incinerators and in general all devices or installations existing for common use.

c. Compartments or installations of central services for public utilities, common heating and refrigeration units, reservoirs, water tanks and pumps servicing other than one apartment.

d. Premises for lodging of service personnel engaged in performing services other than services within a single apartment.

6. "Limited common elements" means and includes those common elements which are specified in or determined under the declaration to be reserved for the use of one or more apartments to the exclusion of the other apartments, such as special corridors, stairways and elevators, sanitary services common to the apartments of a particular floor, and the like.

7. "Majority of co-owners" or "percent of co-owners" means the owners of more than one-half or owners of that percent of interest in the building irrespective of the total number of co-owners.

8. "Property" includes the land whether committed to the horizontal property regime in fee or as a leasehold interest, the building, all other improvements located thereon, and all easements, rights and appurtenances belonging thereto.

9. All pronouns used herein include the male, female and neuter genders and include the singular or plural numbers, as the case may be.

[C66, 71, 73, 75, 77, 79, 81, §499B.2]

#### 499B.3 Recording of declaration to submit property to regime.

When the sole owner or all of the owners, or the sole lessee or all of the lessees of a lease desire to submit a parcel of real property upon which a building is located or to be constructed to the horizontal property regime established by this chapter, a declaration to that effect shall be executed and acknowledged by the sole owner or lessee or all of such owners or lessees and shall be recorded in the office of the county recorder of the county in

which such property lies.

If the declaration is to convert an existing structure, the declarant shall file the declaration of the horizontal property regime with the city in which the regime is located or with the county if not located within a city at least sixty days before being recorded in the office of the county recorder to enable the city or county, as applicable, to establish that the converted structure meets appropriate building code requirements as provided in section 499B.20. However, if the city or county, as applicable, does not have a building code, the declarant shall file the declaration with the state building code commissioner instead of the applicable city or county at least sixty days before the recording of the declaration to enable the commissioner to establish that the converted structure meets the state building code.

[C66, 71, 73, 75, 77, 79, 81, §499B.3]  
2000 Acts, ch 1142, §1, 5

#### 499B.4 Contents of declaration.

The declaration provided for in section 499B.3 shall contain:

1. A description of the land.

2. A description of the building, stating the number of stories and basements, the number of apartments and the principal materials of which it is or is to be constructed.

3. The apartment number of each apartment, and a statement of its location, approximate area, number of rooms, an immediate common area to which it has access, and any other data necessary for its proper identification.

4. A description of the general common elements and facilities.

5. A description of the limited common elements and facilities, if any, stating to which apartments their use is reserved.

6. The fractional or percentage interest which each apartment bears to the entire horizontal property regime. The sum of such shall be one if expressed in fractions and one hundred if expressed in percentage.

7. The provision as to the percentage of votes by the apartment owners which shall be determinative of whether to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property.

8. Any further details in connection with the property which the person executing the declaration may deem desirable to set forth consistent with this chapter.

9. The method by which the declaration may be amended, consistent with the provisions of this chapter.

[C66, 71, 73, 75, 77, 79, 81, §499B.4]

#### 499B.5 Contents of deeds of apartment.

Deeds of apartments shall include the following particulars:

1. Description of land as provided in section



499B.4, including the book, page and date of recording of the declaration.

2. The apartment number of the apartment in the declaration and any other data necessary for its proper identification.

3. The percentage of undivided interest appertaining to the apartment in the common areas and facilities.

4. Any further details which the grantor and grantee may deem desirable to set forth consistent with the declaration and this chapter.

[C66, 71, 73, 75, 77, 79, 81, §499B.5]

#### **499B.6 Copy of the floor plans to be filed.**

There shall be attached to the declaration, at the time it is filed, a full and an exact copy of the plans of the building, which copy shall be entered of record along with the declaration. The plans shall show graphically all particulars of the building including, but not limited to, the dimensions, area and location of common elements affording access to each apartment. Other common elements, both limited and general, shall be shown graphically insofar as possible and shall be certified to by an engineer, architect, or land surveyor, either of which is registered or licensed to practice that profession in this state.

[C66, 71, 73, 75, 77, 79, 81, §499B.6; 82 Acts, ch 1068, §1]

#### **499B.7 Interest in common elements — reference to them in instrument.**

1. The fractional or percentage interest in the general common elements and the fractional or percentage interest in the limited common elements where such exist are hereby declared to be appurtenant to each of the separate apartments.

2. Any conveyance, encumbrance, lien, alienation or devise of an apartment under a horizontal property regime by any instrument which describes the land and apartment as set forth in section 499B.4, shall also convey, encumber, alienate, devise or be a lien upon the fractional or percentage interest appurtenant to each such apartment under section 499B.4, subsection 6, to the general common elements, and the respective share or percentage interest to limited common elements where applicable, whether such general common elements or limited common elements are described as in section 499B.4, subsections 4 and 5, by general reference only, or not at all.

[C66, 71, 73, 75, 77, 79, 81, §499B.7]

#### **499B.8 Removal from provisions of this chapter.**

1. All of the apartment owners may remove a property from the provisions of this chapter by an instrument to that effect, duly recorded, provided that the holders of all liens affecting any of the

apartments consent thereto or agree, in either case by instruments duly recorded, that their liens be transferred to the percentage of the undivided interest of the apartment owner in the property as hereinafter provided.

2. Upon removal of the property from the provisions of this chapter, the property shall be deemed to be owned in common by the apartment owners. The undivided interest in the property owned in common which shall appertain to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common area and facilities.

[C66, 71, 73, 75, 77, 79, 81, §499B.8]

#### **499B.9 Removal no bar to subsequent re-submission.**

The removal provided for in section 499B.8 shall in no way bar the subsequent resubmission of the property to the provisions of this chapter.

[C66, 71, 73, 75, 77, 79, 81, §499B.9]

#### **499B.10 Individual apartments and interest in common elements are alienable.**

When real property containing a building is committed to a horizontal property regime, each individual apartment located in the building and the interests in the general common elements and limited common elements if any, appurtenant thereto, shall constitute for all purposes a separate parcel of real property and shall be as completely and freely alienable as any separate parcel of real property is or may be under the laws of this state, except as limited by the provisions of this chapter.

[C66, 71, 73, 75, 77, 79, 81, §499B.10]  
2000 Acts, ch 1142, §2, 5

#### **499B.11 Real property tax and special assessments — levy on each apartment.**

1. All real property taxes and special assessments shall be assessed and levied on each apartment and its respective appurtenant fractional share or percentage of the land, general common elements and limited common elements where applicable as these apartments and appurtenances are separately owned, and not on the entire horizontal property regime. The fair market value determined for an apartment includes the value of its appurtenant share or percentage of the land, general common elements, and limited common elements.

2. Any exemption from taxes that may exist on real property or the ownership thereof shall not be denied by virtue of the registration of the property under the provisions of this chapter.

[C66, 71, 73, 75, 77, 79, 81, §499B.11]  
99 Acts, ch 187, §1, 2; 2000 Acts, ch 1142, §3;  
2001 Acts, ch 116, §26

**499B.12 Liens against apartments — removal from lien — effect of part payment.**

1. Subsequent to recording the declaration provided for in section 499B.3, and while the property remains enrolled in a horizontal property regime, no lien shall thereafter arise or be effective against the property. During such period liens or encumbrances shall arise or be created only against the individual apartment and the general common elements and limited common elements where applicable, appurtenant to such apartment, in the same manner and under the same conditions in every respect as liens or encumbrances may arise or be created upon or against any other separate parcel of real property subject to individual ownership.

2. In the event a lien against two or more apartments becomes effective, the owners of the separate apartments may remove their apartment and the general common elements and limited common elements where applicable appurtenant to such apartment from the lien by payment of the fractional or proportional amounts attributable to each of the apartments affected. Such individual payments shall be computed by reference to the fractions or percentages appearing on the declaration provided for in section 499B.4, subsection 6. Subsequent to any such payment, discharge or other satisfaction the individual apartment and the general common elements and limited common elements applicable appurtenant thereto shall thereafter be free and clear of the lien so paid, satisfied or discharged. Such partial payment, satisfaction or discharge shall not prevent the lienor from proceeding to enforce the lienor's rights against any apartment and the general common elements, limited common elements where applicable appurtenant thereto not so paid, satisfied or discharged.

[C66, 71, 73, 75, 77, 79, 81, §499B.12]

**499B.13 Limitation upon availability of partition — exception as to limitation of partition by joint ownership.**

1. The provisions of chapter 651, relating to partition of real property shall not be available to any owner of any interest in real property included within a regime established under this chapter as against any other owner or owners of any interest or interests in the same regime, so as to terminate the regime.

2. Nothing contained in the chapter shall be construed as a limitation on partition by joint owners of one or more apartments in a regime as to individual ownership of such apartment or apartments without terminating the regime, or as to ownership of such apartment or apartments and lands outside the limits of the regime.

[C66, 71, 73, 75, 77, 79, 81, §499B.13]

**499B.14 Bylaws.**

The administration of every property shall be governed by bylaws, a true copy of which shall be annexed to the declaration and made a part thereof. No modification of or amendment to the bylaws shall be valid unless set forth in an amendment to the declaration and such amendment is duly recorded.

[C66, 71, 73, 75, 77, 79, 81, §499B.14]

**499B.15 Contents of bylaws.**

The bylaws must provide for at least the following:

1. The form of administration, indicating whether this shall be in charge of an administrator or of a board of administration, or otherwise, and specifying the powers, manner of removal, and, where proper, the compensation thereof.

2. Method of calling or summoning the co-owners to assemble; what percentage, if other than a majority of apartment owners, shall constitute a quorum; who is to preside over the meeting and who will keep the minute book wherein the resolutions shall be recorded.

3. Maintenance, repair and replacement of the common areas and facilities and payments therefor including the method of approving payment vouchers.

4. Manner of collecting from the apartment owners their share of the common expenses.

5. Designation and removal of personnel necessary for the maintenance, repair and replacement of the common areas and facilities.

6. The percentage of votes required to amend the bylaws.

[C66, 71, 73, 75, 77, 79, 81, §499B.15]

**499B.16 Disposition of property — destruction or damage.**

If within thirty days of the date of the damage or destruction to all or part of the property, it is not determined by the council of co-owners to repair, reconstruct or rebuild, then and in that event:

1. The property shall be deemed to be owned in common by the apartment owners;

2. The undivided interest in the property owned in common which shall appertain to each apartment owner shall be the percentage of undivided interest previously owned by such owner in the common areas and facilities;

3. Any liens affecting any of the apartments shall be deemed to be transferred in accordance with the existing priorities to the percentage of the undivided interest of the apartment owner in the property as provided herein; and

4. The property shall be subject to an action for partition at the suit of any apartment owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be divided among all the apartment owners in a per-

centage equal to the percentage of undivided interest owned by each owner in the property, after first paying out of the respective shares of the apartment owners, to the extent sufficient for the purpose, all liens on the undivided interest in the property owned by each apartment owner.

[C66, 71, 73, 75, 77, 79, 81, §499B.16]

**499B.17 Lien against owner of unit.**

All sums assessed by the council of co-owners but unpaid for the share of the common expenses chargeable to any apartment shall constitute a lien on such apartment prior to all other liens except only (1) tax liens on the apartment in favor of any assessing unit and special district, and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the council of co-owners or the representatives thereof, acting on behalf of the apartment owners, in like manner as a mortgage of real property. In the event of any such foreclosure, the apartment owner shall be required to pay a reasonable rental for the apartment if so provided in the bylaws, and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The council of co-owners or the representatives thereof, acting on behalf of the apartment owners, shall have power, unless prohibited by the declaration, to bid in the apartment at foreclosure sale, and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment for unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

[C66, 71, 73, 75, 77, 79, 81, §499B.17]

**499B.18 Common expenses before foreclosure.**

Where the mortgagee of a first mortgage of record or other purchaser of an apartment obtains title to the apartment as a result of foreclosure of the first mortgage, such acquirer of title, the acquirer's successors and assigns, shall not be liable for the share of the common expenses or assess-

ments by the council of co-owners chargeable to such apartment which became due prior to the acquisition of title to such apartment by such acquirer. Such unpaid share of common expenses or assessments shall be deemed to be common expenses collectible from all of the apartment owners including such acquirer, the acquirer's successors and assigns.

[C66, 71, 73, 75, 77, 79, 81, §499B.18]

**499B.19 Common expenses after voluntary conveyance.**

In a voluntary conveyance the grantee of an apartment shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for the grantor's share of the common expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefor. However, any such grantee shall be entitled to a statement from the council of co-owners or its representatives, setting forth the amount of the unpaid assessments against the grantor and such grantee shall not be liable for, nor shall the apartment conveyed be subject to a lien for, any unpaid assessments against the grantor in excess of the amount therein set forth.

[C66, 71, 73, 75, 77, 79, 81, §499B.19]

**499B.20 Conversions to meet building codes.**

After April 25, 2000, an existing structure shall not be converted to a horizontal property regime unless the converted structure meets local city or county, as applicable, building code requirements in effect on the date of conversion or the state building code requirements if the local city or county does not have a building code. For purposes of this section, if the structure is located in a city, the city building code applies and if the structure is located in the unincorporated area of the county, the county building code applies.

2000 Acts, ch 1142, §4, 5

## CHAPTER 500

### COLLECTIVE MARKETING

500.1 Authorization.  
500.2 Liquidated damages.

500.3 Applicability of chapter.

**500.1 Authorization.**

Persons engaged in the conduct of any agricultural, horticultural, dairy, livestock, mercantile,

mining, or manufacturing business in the manner provided in section 500.3 may act together in associations, corporate or otherwise, for the purpose of

