

DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
FOR  
BELDEN COURT, A CONDOMINIUM  
1988

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DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
FOR  
BELDEN COURT, A CONDOMINIUM

The undersigned, PRIMUS HOMES, INC. (referred to hereafter as "Developer"), hereby causes to be executed and hereby executes this instrument of declaration of submission of property to a horizontal property regime to be known as "Belden Court, A Condominium" (referred to hereafter as "Condominium") , all pursuant to Chapter 499B, Code of Iowa, entitled "Horizontal Property Act (Condominiums)" the same to take effect when filed for record in the office of the Recorder, Linn County, Iowa.

ARTICLE I

PURPOSES AND CERTAIN DEFINITIONS

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

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

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

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

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

matter relates to completion of an improvement that has not been or already has been completed as the c2.se may be.

- (d) Home or Unit. The terms "home" and "unit" are used interchangeably unless a different construction is specifically spelled out or required by the context. A home or unit means generally an area defined by surfaces or planes which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.
- (e) Building. The term "building" as used herein shall refer to the building or buildings which contain the homes.
- (f) Condominium Documents and Property.  
This Declaration and all attached hereto constitute the condominium documents. The terms "condominium property" or "the property" include all property, real, personal or mixed, including such as are sometimes referred to as "facilities" submitted now or hereafter to the regime, or owned by the Association if context requires, other than the sole personal property of Developer or any owner.
- (g) Belden Court Owners Association, Inc. A non-profit corporation organized under Chapter 504A, Code of Iowa, to serve as the council of the owners of the homes submitted to this regime, sometimes referred to hereafter as the "Association."
- (h) Bylaws. The Bylaws of Belden Court Owners Association, Inc.

## ARTICLE II

### DESCRIPTION OF LAND AND BUILDINGS; PRINCIPAL MATERIALS

1. Land. The land hereby conveyed and submitted to the Horizontal Property Regime is situated in Linn County, Iowa, and is legally described as follows:

Lots 1 and 2 Timberline Second Addition,  
Cedar Rapids, Iowa.

L. Plat and Site Plan. There is attached hereto, as Exhibit A-1 and hereby made a part hereof, pursuant to Section 499B of the Code of Iowa, a plat of survey of land submitted to the Horizontal Property Regime. Said Exhibit A-1 shows graphically the land submitted to the Horizontal Property Regime. There is attached hereto as Exhibit B-1 and hereby made a part hereof a site plan showing the location and dimensions of the building containing Units 1 and 2 hereby submitted to the Horizontal Property Regime and the proposed building which will contain Units 3 and 4. Exhibit B-1 further shows graphically the location, dimensions and area of certain common elements either as they now exist or as they are proposed.

3. Access. Red Cedar Drive, N.E., in Cedar Rapids, Iowa, is a public street which affords access to the Horizontal Property Regime.

4. Particulars of Units. Units 1 and 2 are located in a duplex style structure constructed on Lot 1, Timberline Second Addition, Cedar Rapids, Iowa. Units 1 and 2 each have a first floor consisting of a kitchen, living/dining area, 2 bedrooms, 2 full baths, a laundry room and a 2 car garage. Units 1 and 2 each have a full basement and access to a patio or deck.

5. Principal Materials. The principal materials of the building in which Units 1 and 2 are located are as shown on Exhibit E-1.

### ARTICLE III

#### EXHIBITS; IDENTIFICATION OF HOMES

1. Exhibits Attached. The location of Homes 1 and 2, the number of rooms for Homes 1 and 2 and the dimensions thereof and the area of Homes 1 and 2, the common area to which Homes 1 and 2 have access, the area and location of all common elements affording access to Units 1 and 2 or otherwise are all shown and depicted by survey, plans and/or graphically insofar as possible by the following exhibits attached hereto and made a part hereof:

Exhibit B-1      Site plan.

Exhibit C-1      First floor plan - Unit 1 and Unit 2

Exhibit D-1      Basement plan - Unit 1 and Unit 2

The location of Units 3 and 4, as proposed to be built by the Developer, is shown on Exhibit B-1.

2. Complete Plans and Certificate. There is also filed herewith, as Exhibit F-1, pursuant to Section 499B.6, Code of Iowa, a full and exact copy of the complete plans of the building in which Units 1 and 2 are located. The certificate of Engineer with respect to Units 1 and 2 is attached hereto as Exhibit G-1.

3. Identification of Homes by Number. Each home is identified and described by a number assigned to it and such number and the location of each home are set forth on the Exhibits. The number of each home is set forth on Exhibit H-1 attached hereto. Exhibit H-1 also sets forth the fractional interest of undivided ownership in the land and other common elements of the regime which is appurtenant to each home as explained in detail in Article V.

#### ARTICLE IV DESCRIPTION/DEFINITION OF COMMON ELEMENTS AND HOMES

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

1. General Common Elements. The general common elements are the land described in Article II and all improvements, devices or installations existing for the common use. General common elements shall include the common water sys tern and meter ( s) therefore, perimeter sidewalks, landscaping and plantings which do not pertain to a particular home, and personality required by the Association for its functions as the council of co-owners.

2. Limited Common Elements. The common property which is specified and determined to constitute a limited common element for the use of a home includes all of the common property which pertains to and which is reserved to the use of a home, including without limitation, all of the structural and non-structural elements of a home, and all fixtures, attachments,

machines, equipment and utility and service lines which pertain to the use of a home. Sidewalks and driveways from the city sidewalks and streets up to each home are limited common elements for that home.

3. Homes. Each home shall consist of the area between the interior surfaces of its perimeter walls and between the lower surface of the ceilings and the upper surface of the floors. In all cases, a home shall include and be defined by the surfaces referred to and shall include any non-load bearing partitions within.

#### ARTICLE V

##### FRACTIONAL INTEREST OF EACH HOME IN THE COMMON ELEMENTS; VOTING RIGHTS

The owner of each home shall own as an appurtenance thereto an undivided interest in the lands and other common elements of the regime, both limited and general, and the amount of such undivided interest is expressed as a fraction. Such 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 home. The sum of the fractional interests appurtenant to the homes is one and the amount of ownership interest appurtenant to each is set forth in Exhibit H-1 attached hereto.

The fractional interest appurtenant to each home is also expressed and may be exercised in terms of the number of votes the owner may cast as such owner or as a member of the Association. The total number of votes outstanding and entitled to be cast by the owners of the homes is equal to the number of homes, whether completed or proposed but not completed, in the Regime. The owner or owners (collectively) of each home shall be entitled to cast one vote. In those portions of the condominium documents dealing with determinations to be made by the owners as such or as members of the Association, a requirement that a stated percentage of votes is necessary is equivalent to a requirement that owners who own in the aggregate such stated fraction of the total interest in the common elements must vote in favor of the question or take or approve the proposed action.

ARTICLE VI  
DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership.

Developer is irrevocably and perpetually empowered, notwithstanding any use restriction or other provision of the condominium documents to the contrary, to sell, lease, or rent homes without restriction of any kind. Developer shall have the right to transact on the condominium property any business relating to construction, sale, lease or rental of homes, including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show homes. A sales and rental office, signs and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain its separate property. Developer retains the right to be and remain the owner of proposed but uncompleted homes and completed but unsold homes all under the same terms and conditions as other owners including membership in the Association save for this right to sell, rent, or lease. The Developer shall not be required to pay a monthly assessment for each proposed but uncompleted home. With respect to completed but unsold homes, the Developer shall pay a monthly assessment equal to the same monthly assessment as paid by other owners.

2. Construction of Buildings. Except as provided in §3 below, the construction of buildings shall be in accordance with the terms of this Declaration and any amendments hereto and the plans and exhibits attached to this Declaration or any amendment. Developer reserves the right to make or authorize variations from the Declaration of an insubstantial character which are not meaningfully prejudicial to the rights of owners and do not materially affect such rights or the value of a home which variations are permitted without the necessity of consent by other owners and shall not constitute an amendment of this Declaration. Variations which do materially affect such rights or value shall be limited to a change in the location of the condominium or a reduction in size or change in the location, physical layout or design of a building, except that slight deviations required by construction or arising from the installation of the walls and/or partitions, changes in the location or design of a home, and slight variations in the location of a building which an accurate survey would show are permitted and the right to make the same reserved by Developer.

3. Construction of Proposed Building and Units. The Developer may construct the building which will contain Units 3



and 4 as shown on Exhibit B-1. Units 3 and 4 shall be the property of the Developer and shall be subject to this Declaration as if the building and units had been initially submitted to the Regime. Developer shall have sole discretion regarding construction of proposed buildings.

4. Enlargement of the Regime. (a) Notwithstanding any provision to the contrary contained in this Declaration, the Developer may enlarge the regime by submitting to it all or any part of the following described real estate, situated in Linn County, Iowa, to-wit:

All that part of the West four hundred fifty (450) feet of the West one-half (1/2) of the Northwest Quarter (NW 1/4) of Section Eight ( 8), lying South of the South line of Glass Road N.E., West of the West line of Timberline Drive N.E., as shown on the plat of Timberline First Addition to Cedar Rapids, Iowa, and North of the North line of River Ridge Drive N .E., as shown on the plat of Timberline First Addition to Cedar Rapids, Iowa, all in Township Eighty-three (83) North, Range Seven (7), West of the 5th P.M., Linn County, Iowa, except Lots 1 and 2, Timberline Second Addition to Cedar Rapids, Iowa, together with units constructed or proposed to be constructed thereon.

(b) To enlarge the regime pursuant to this section, Developer must file in the office of the Recorder of Linn County, Iowa, no later than December 31, 1999, an amendment or amendments to this Declaration which shall describe the real estate, buildings and units, whether completed or proposed, to be added to the regime. Said amendment(s) shall contain whatever exhibits are necessary to fully describe said real estate and units. Developer shall have sole discretion regarding construction. Of proposed buildings.

(c) Said amendments shall be effective with respect to and shall apply to the added real estate, buildings and units as if said real estate and units were initially submitted to the regime.

(d) The fractional interest in common elements appurtenant to all units shall be adjusted to include the added land and units. The total interest appurtenant to all units shall be equal to one, and every unit shall have an equal

fractional interest. Upon the amendment of the Declaration to add units, whether constructed or proposed to be constructed, the fractional interest in common elements of all units shall be adjusted on a pro rata basis, with each unit having an equal interest in common elements.

(e) Developer is not restricted as to the number of times the regime may be enlarged by submitting additional real estate or units, provided that an amendment must be filed as herein provided for each such enlargement.

(f) An amendment filed pursuant to this section shall be effective when executed by the Developer or its assignee or successor in interest and filed in the office of the Recorder of Linn County, Iowa. The consent of owners of units and their mortgagees is not required, and amendments pursuant to this section shall be effective notwithstanding the objection, if any, of the owners of units.

5. Proposed Units. From time to time units may be submitted to the regime as "proposed." When such units are completed, it shall be the obligation of the Developer to file such amendments to the Declaration as are necessary to fully describe the completed units.

6. Designation of Association Directors. Developer shall have the right to nominate or appoint all of the members of the Board of the Association, who need not be owners of units, until the first annual meeting of the members of the Association in 1989 or until any earlier annual or special meeting, if at such earlier meeting Developer elects to relinquish to the Owners Association the right to elect such Board of Directors. If Developer does not exercise its right to nominate or appoint the members of the Board, the Owners Association shall elect directors.

7. Assignment of Developer's Rights. Developer may assign its rights under this Declaration without the consent of unit owners or the owners association.

## ARTICLE VII

### APPURTENANCES TO HOME OWNERSHIP AND TRANSFER THEREOF; SUBDIVISION

1. Appurtenances. The ownership of each home shall include all of the appurtenances thereto, including, but not limited to, the following:

(a) Fractional Interest in Ownership of Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each home and the ownership thereof a fractional interest of ownership in or liability for (1) the general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of the Association, and (4) the common expenses and liabilities of the Association. Such fractional interest of ownership or liability shall be identical as to each of the four aspects thereof above named, and the amount of such fractional interest or liability shall be the amount fixed for each home by Exhibit H-1 pursuant to Article V (as may from time to time be adjusted as provided in §VI(4)(c)) according to the interest of each home in the entire regime.

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

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

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

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

(iii) Utility and Other Services. Easements are reserved through the homes and common elements for

conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other homes and common areas, provided such easements through a home shall be only according to the plans and specifications for the buildings unless otherwise agreed by the home owner.

(d) Possession and Use of Home, Including Air Space.

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

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

3. Subdivision. No home shall be subdivided.

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

ARTICLE VIII  
MANAGEMENT OF THE REGIME

1. Council of Co-Owners; Membership, Vote or Other Action of Owners. The business and affairs of the regime shall be governed and managed by the Association, a non-profit membership corporation organized and existing under Chapter 504A, Code of Iowa, which corporation is and shall constitute the council of the co-owners of the regime, all as provided by

Section 499 B.2(3), Code of Iowa. Copies of its Articles of Incorporation and its Bylaws are attached hereto as Exhibits I and J. All owners of homes shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest. Whenever a vote or other action of home owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association and the Bylaws.

ARTICLE IX  
MAINTENANCE, ALTERATION AND IMPROVEMENTS

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

2. Maintenance by Association

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

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

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

(d) The Association shall arrange for all required snow removal, including removal from all sidewalks and driveways, to be paid for as a common expense. Likewise, the Association shall arrange for all lawn care and maintenance, to be paid for as a common expense.

(e) After the enlargement of the regime by the addition of all or any part of the real estate described in §VI(4), the Association shall have the responsibility of maintaining the perimeter area adjacent to the real estate described in Article VI (4) which borders Glass Road, N.E. and Timberline Drive, N.E., even though such perimeter area has not been submitted to the Regime.

### 3. Maintenance by Owner.

(a) It shall be the responsibility of each home owner, at his own expense, to provide all maintenance of and within his home as defined by Article IV, paragraph 3, including maintenance of all limited common elements reserved to the use of his home.

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

(c) The Board of Directors shall have the power to assign certain maintenance expenses to a separate home if such maintenance expenses can be attributed to a separate home. This shall not apply to expenses which, although identifiable to a home, are expenses incurred commonly, from time to time, with respect to all homes, but shall apply only to expenses which are unique to a home.

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

5. Maintenance Involving More Than One Home. If maintenance is required involving more than one home, the

Association, in order to provide centralized direction, may assume responsibility therefore and provide for the same, in whole or in part, as a common expense assessable in the discretion of the Board to all owners or to the owners of the homes involved.

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

#### ARTICLE X

#### CONDITIONS OF AND RESTRICTIONS ON OWNERSHIP, USE AND ENJOYMENT

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

1. No owner of a home may lease the home to any person or entity.

2. No owner of a home shall convey or mortgage such home unless and until all sums due the Association by way of assessment of any kind or other charge and whether evidenced by

recorded liens or not are currently paid and not delinquent and in the event of delinquency the grantee or mortgagee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of any of same to the owner. The Association shall in any event issue a written statement under signature of an officer or management contractor to such grantee or mortgagee verifying the status of all assessments or charges affecting the home, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this paragraph.

3. No home owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto or erect any For Sale or other sign or otherwise disturb or affect the same without the prior consent of the Board of Directors.

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

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

6. Each home owner covenants and agrees with all other home owners to repair and maintain, rebuild and reconstruct his own home and keep the same in good repair for the benefit of all such other owners, as may be required and applicable, and to pay his separately metered utility expenses.

7. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern: The Board ( a) may approve temporary structures, the same being otherwise prohibited, (b) may regulate or prohibit the ownership and use of pets, motorcycles or other power driven equipment, and (c) may prohibit the use of flags, banners and grills on a patio or deck.



8. Homes shall be used and occupied only for single family dwelling purposes and other common living arrangements as may be approved by the Board of Directors.

ARTICLE XI  
INSURANCE

The insurance which shall be carried on the condominium property and the property of the home owners shall be governed by the following provisions:

1. Casualty, Common Elements. The Association shall purchase casualty and extended coverage insurance upon the condominium property, except the homes and limited common elements pertaining to individual homes, for the benefit of the home owners and their respective mortgagees as their interests may appear, it not being necessary in said policies to name the owners or mortgagees. Payments for losses thereunder shall be paid to the Association as the agent for said owners and their respective mortgagees as their interests may appear.

2. Casualty, Units. Each home owner shall obtain fire and extended coverage insurance at his own expense upon his home and that portion of the building in which his home is located, including all limited common elements which pertain to his home. Such policies shall provide that payments for losses thereunder by the insurer shall be paid to the owner, the owner's mortgagee and the Association as their interests may appear. A copy of all policies and endorsements thereon shall be deposited with the Association.

3. Personal Property Liability. Each home owner may obtain insurance at his own expense affording coverage upon his personal property and for his liability.

4. Coverage, Casualty Insurance. All homes and improvements upon the land shall be insured in an amount equal to the maximum insurable replacement value, excluding foundation and excavation costs, as determined annually for the insurance company affording such coverage. All personal property included in the Common Elements shall be insured for its value. Any insurance so obtained shall be subject to such deductible clauses as may be approved by the Association in order to obtain coverage at reasonable costs. Such coverage shall afford protection against loss or damage by fire and other hazards covered by the standard extended coverage endorsement, and such other risks as

from time to time shall be customarily covered with respect to buildings similar in construction, location and use as the buildings on the land, including, but not limited to, vandalism, malicious mischief, windstorm and water damage.

5. Coverage, Public Liability. Public liability insurance shall be purchased by the Association in such amounts and with such coverage as shall be required by the Board of Directors, including, but not limited to, water damage, off premises employee coverage, hired automobile and non-owned automobile liability coverage's.

6. Cross-Liability Endorsements; Subrogation Waiver. All liability insurance shall contain cross-liability endorsements to cover liabilities of the home owners as a group to a home owner. All fire and extended coverage insurance shall provide that the insurer waives its right of subrogation as to any claim against the home owners, the Association and their respective employees, agents and guests.

7. Other Insurance. The Board shall obtain workmen's compensation policies to meet the requirements of law and shall obtain such other insurance as the Board determines desirable.

8. General Policy Provisions. If agreeable to the respective insurers, the policies procured by the Association and the owners shall, where applicable, include provisions that they shall be without contribution or pro ration and that the doctrine of "no other insurance" shall not apply; that the conduct or default of any one or more owners will not constitute grounds for avoiding liability under doctrines of warranties, conditions or forfeiture with respect to increase in hazard or vacancy clauses or other conditions or warranties purporting to relieve a carrier of its obligations; for payment of common expenses with respect to damaged homes during the period of reconstruction patterned after "use and occupancy" riders; for sub-policies specifying the portion of any master policy earmarked for each owner's interest. Reference to all or any of the foregoing provisions is for the purpose of providing flexibility and certainty and is not to be interpreted as constituting an admission that any of the doctrines or rights referred to are applicable or would exist in the absence of a specific provision or waiver referring to the same.

9. Use of Proceeds. If the damage for which the proceeds of casualty insurance are paid to either the Association or any owner, as the case may be, it is to be repaired or reconstructed, the insurance proceeds shall be paid to defray the

cost thereof as elsewhere provided herein. If any proceeds are remaining after defraying such costs, such proceeds shall be retained by the named insured or his mortgagee, as their interest may appear. If it is determined in the manner elsewhere provided that the damage for which the proceeds are paid shall not be reconstructed or repaired, the proceeds shall be retained by said named insured or his mortgagees, as their interest may appear.

10. Enforcement by Mortgagees. Certain provisions in this Article entitled "Insurance" are for the benefit of mortgagees as well as owners of condominium units, and all of such provisions are covenants for the benefit of any mortgagee of a unit and may be enforced by such mortgagee.

## ARTICLE XII

### RECONSTRUCTION OR REPAIR OF CASUALTY DAMAGE

1. Responsibility. The responsibility for reconstruction and repair after casualty shall be the same as for maintenance and repair of the condominium property. Specifically, the home owner shall be responsible for reconstruction and repair after casualty of the home, its limited common elements and that portion of the building in which the home is located. In all other instances, the responsibility of reconstruction and repair after casualty shall be that of the Association.

2. Caliber of Work. Any reconstruction or repair must be substantially in accordance with the plans and specifications for the original improvements, as available from the exhibits hereto and plans on file with the Linn County Recorder, unless a change therein is permitted by the unanimous consent of at least seventy-five percent (75%) of the home owners voting thereon at a meeting of the Association called for such purpose.

3. Payment of Costs. If the home owner does not, within fifteen (15) days of the date of the damage or destruction to his home and the limited common elements whose use is reserved to said home, advise the Association in writing of the owner's determination to repair, reconstruct or rebuild, the Association may, in the manner hereinafter provided, determine to so repair, reconstruct or rebuild, as the case may be, and in such event:

A. The insurance proceeds payable on account of such casualty shall be utilized by the Association and the owner to defray the expenses thereof, and

B. To the extent that such insurance proceeds are inadequate to defray such expenses, the Association shall have a lien against the home to the extent of such inadequate coverage and shall levy a special assessment in said amount against the home collectible as other assessments.

In the event the Association so proceeds with repair, reconstruction or rebuilding as herein contemplated, the determination of its Board of Directors as to what constitutes adequate repair, reconstruction or rebuilding shall be binding on the owner and the owner shall have no claim of any kind against the Association or any of its officers, directors or representatives on account of such repair, reconstruction or rebuilding or on account of any claimed failure in that regard.

#### ARTICLE XIII AMENDMENT

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

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

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

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

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

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

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

5. Execution and Recording. An amendment pursuant to paragraph 1 or paragraph 4(a) of this Article shall be effective when executed and acknowledged by all owners and mortgagees, as the case may be, with the formalities of a deed and recorded in the Recorder's Office, Linn County, Iowa. An amendment adopted pursuant to paragraph 4(b) shall be effective when a certificate of its due and proper adoption containing the provisions of the amendment is executed in the name of the Corporation by its President or a Vice-President and Secretary or an Assistant Secretary with the formalities of a deed and acknowledged as having been thus executed by authorization of the owners as herein provided, and is recorded in the Recorder's Office, Linn County, Iowa.

#### ARTICLE XIV

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

1. Effective Date of Fractional Interest. The fractional ownership interests in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exist for all purposes irrespective of any actual occupancy or use and whether the homes are constructed, proposed, sold or unsold.

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

3. Condemnation and Obsolescence. The contingencies of condemnation and long-term obsolescence have not been provided

for in this Declaration and may be governed by appropriate amendments to this Declaration and/or by Bylaws as the case may be.

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

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

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

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

IN WITNESS WHEREOF, the undersigned have caused this instrument to be duly executed this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

PRIMUS HOMES, INC.

By \_\_\_\_\_  
DONALD E. PRIMUS, President and Secretary

STATE OF IOWA                    )  
  ) SS:  
COUNTY OF LINN                 )

On this \_\_\_\_\_ day of \_\_\_\_\_, 1988, before me, the undersigned, a Notary Public in and for said State personally appeared DONALD E. PRIMUS, to me personally known, who, being by me duly sworn, did say that he is the President and Secretary of PRIMUS HOMES, INC. that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said DONALD E. PRIMUS as President and Secretary acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by him voluntarily executed.

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Notary Public in and for the State of Iowa





EXHIBIT B-1

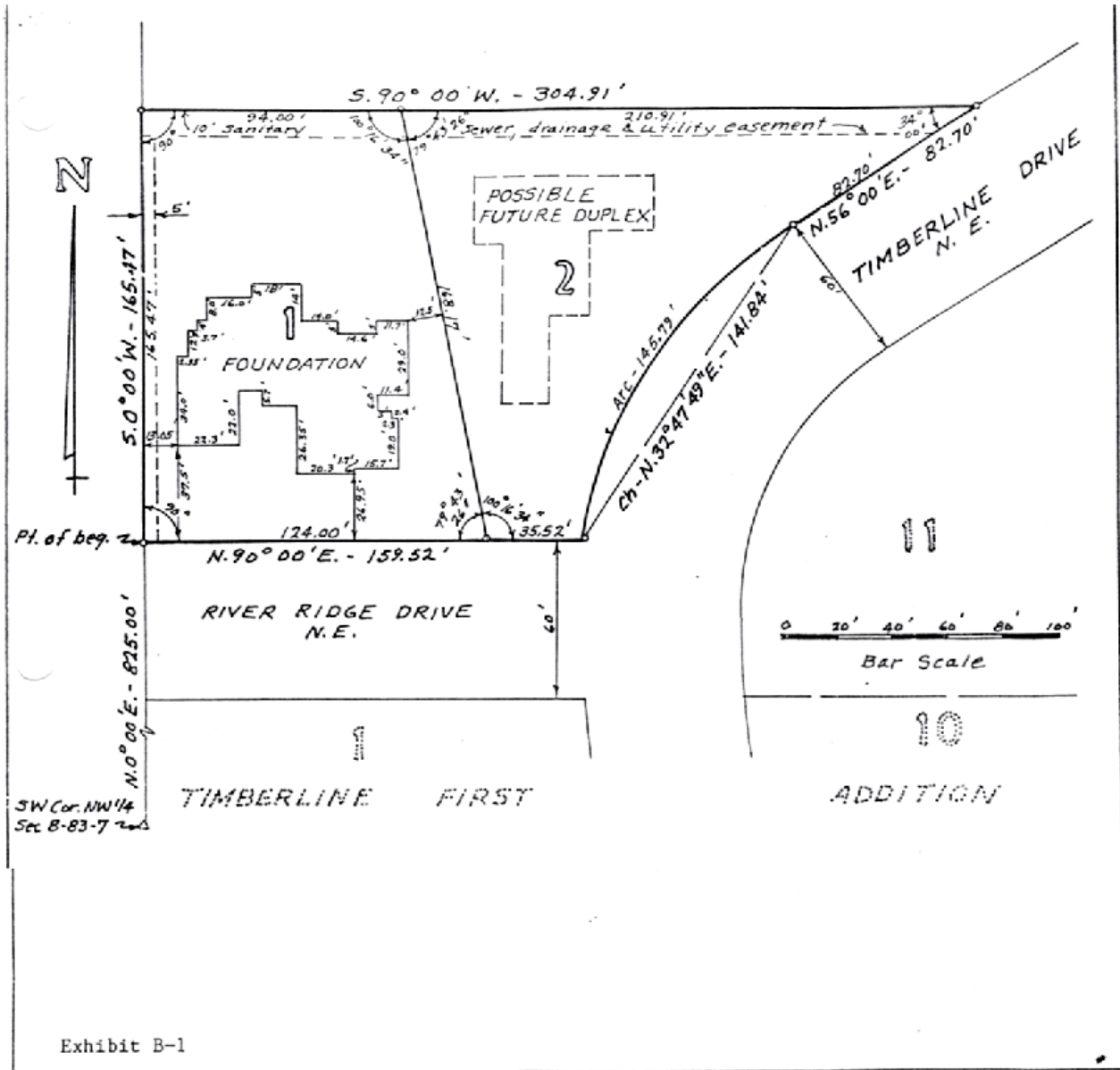


Exhibit B-1

DRAWN	DWH	SCALE _____	DATE _____	<u>Belden Court, A Condominium</u>
CHECKED				_____
REVISIONS				_____
				_____
				_____
				_____
				_____
JOB NO.	4032	Date _____ I, <u>Donald W. Hall</u> , do hereby certify that these plans, specifications, surveys or reports were prepared by me or under my direct supervision, and that I am a duly Registered Professional Engineer and Land Surveyor under the laws of the State of Iowa. Signed _____ P. E. & L. S. No. <u>2888</u>		HALL & HALL ENGINEERS, INC. 226-29TH STREET DRIVE S.E. CEDAR RAPIDS, IOWA 52403

EXHIBIT C-1

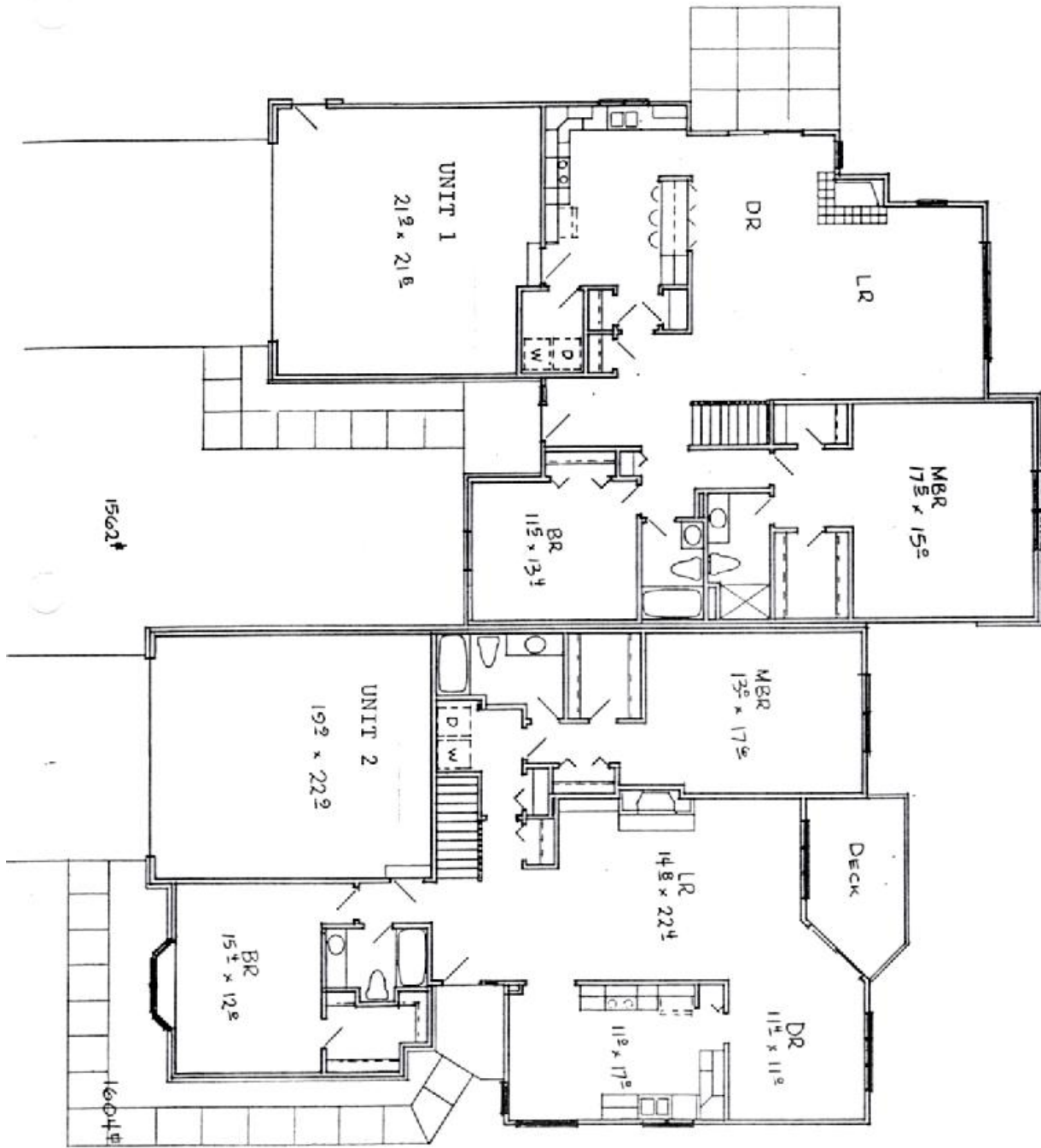


EXHIBIT C-1  
First Floor Plan  
UNIT 1 and UNIT 2

EXHIBIT D-1

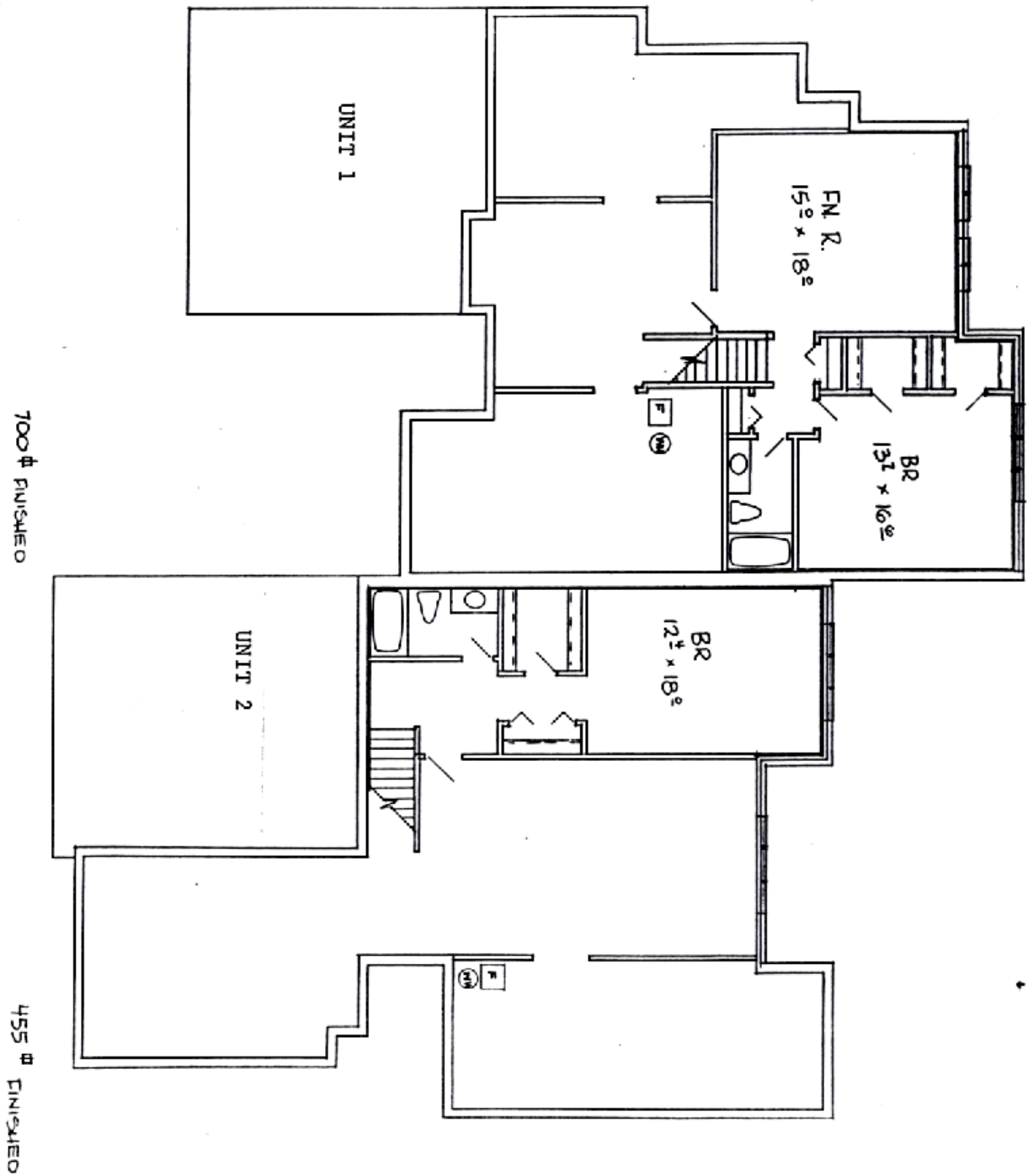


EXHIBIT D-1  
Basement Plan  
UNIT 1 and UNIT 2

EXHIBIT E-1

PRINCIPAL MATERIALS

1. Footings:
  - Concrete
2. Foundations:
  - Concrete reinforced
3. Basement & Garage floors:
  - Concrete - reinforced where required
4. Common division wall of units (from footings to roof sheathing):
  - a. 4" masonry or poured concrete reinforced
  - b. Wood stud walls both sides (not touching)
  - c. Drywall interior finish
5. Exterior walls:
  - a. Wood stud frame insulated
  - b. Drywall interior
  - c. Sturdiwall ply finish-sheathing or plywood or insulated sheathing
  - d. Insulation
  - e. Siding, Shake, Shingle, or Masonry Exterior
6. Floors (First Floor):
  - a. Poured concrete reinforced or wood joist
  - b. Wood or particle board sub-floor and underlayment
  - c. Resilient flooring where uncarpeted
7. Interior walls:
  - a. Wood stud
  - b. Drywall finish
8. Ceilings and Roofs:
  - a. Wood trusses or structural wood beams
  - b. Plywood or Insulating board sheathing
  - c. Full thick insulation (Batts)
  - d. Drywall ceilings
  - e. Asphalt, Asbestos, Cedar or hand adzed Shake Shingles
9. All windows and doors fully weather stripped, insulating glass or stormed (except for garage and overhead doors).

EXHIBIT F-1 Consists of building plans for Units 1 & 2, which plans are on file separately at office of Linn County Recorder.

EXHIBIT G-1

CERTIFICATE

I hereby certify that the plat of survey of land submitted to the Horizontal Property Regime and the legal descriptions of real estate contained in the Declaration of Submission of Property to Horizontal Property Regime for Belden Court, a Condominium, located in Cedar Rapids, Linn County, Iowa, to which this Certificate is attached, accurately depicts the legal description and the location and dimensions of the building in which Units 1 and 2 are located and the proposed site of the building in which Units 3 and 4 will be located, and limited and general common elements situated on the lands as thus described.

I further certify that the Site Plan identified as Exhibit B-1, and the surveys of the floor plans identified as Exhibits C-1 and D-1, and attached to the Declaration, depict and describe, respectively, as stated thereon, the approximate location of the building in which Units land 2 are located, the location of each unit within building, the number of rooms for each unit and the approximate dimensions thereof, the common area to which each unit has access, the particulars of the building and the location of all common elements affording access to each unit, all as they now exist on the date hereof.

I further certify that I am a duly registered civil engineer and land surveyor under the laws of the State of Iowa; that I have reviewed the exhibits to the Declaration; that said exhibits, together with the wording and text of the Declaration, represent, depict, and describe the land, building, general and limited common elements and other improvements of Belden Court, a Condominium, all as they now exist on the date hereof and that there is shown and depicted thereby or can be determined there from all particulars of the building, the number of rooms in each unit, and the identification, location, dimensions and approximate area of each unit and of the common areas affording access to each unit and of the rooms in each unit and of the other common elements of the condominium regime insofar as possible.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 1988.

\_\_\_\_\_  
DONALD W. HALL P.E. & .S. #2888

EXHIBIT H-1

HOME NUMBER	FRACTIONAL INTEREST IN COMMON ELEMENTS
1	1/4
2	1/4
3	1/4
4	1/4