

Instr. Number: 2024-00737
Recorded: 2/8/2024 at 11:59:56.0 AM
County Recording Fee: \$272.00
Iowa E-Filing Fee: \$3.00
Combined Fee: \$275.00
Stacie L. Herridge - Recorder
Transfer Tax:
Story County, Iowa

**RECORDER COVER SHEET
AMENDED AND RESTATED DECLARATION
OF SUBMISSION OF HORIZONTAL PROPERTY REGIME FOR
THE CRAWFORD CONDOMINIUMS**

Preparer Information: (name, address and phone number)

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Return Document To: (name and complete address)

Elizabeth L. Souer
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Cedar Rapids, IA 52401
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Tax Statement Address: N/A

Seller: N/A

Buyer: N/A

Legal Description:

Parcel "D" of Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), except the South five (5) feet of Lot Seven (7), all in W.T. Smith's Addition; and the East fifteen (15) feet of Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), except the South fifteen (15) feet of the East fifteen (15) feet of Lot Eight (8), all in Block One (1), Lee & Little's Addition, all in the City of Ames, Story County, Iowa, as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on April 13, 2018, as Instrument No. 18-02964, Slide 601, Page 6

In accordance with Article XV of the Declaration of Submission of Property to Horizontal Property Regime for The Crawford Condominiums filed in the office of the Recorder of Story County, Iowa, on November 19, 2018, as Instrument No. 2018-10415, as amended, (the "Declaration"), pursuant to an affirmative vote of the members representing not less than sixty-seven percent (67%) of Unit Owners present and entitled to vote, this Amended and Restated Declaration of Submission of Property to Horizontal Property Regime for The Crawford Condominiums ("Amended and Restated Declaration") is made and entered into by the undersigned officer of the Crawford Condominiums Owners Association, Inc. (the "Association"),

RECITALS:

WHEREAS, Declarants are the collective Unit Owners of the following described real estate located in Story County, Iowa, to wit:

Parcel "D" of Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), except the South five (5) feet of Lot Seven (7), all in W.T. Smith's Addition, and the East fifteen (15) feet of Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), except the South fifteen (15) feet of the East fifteen (15) feet of Lot Eight (8), all in Block One (1), Lee & Little's Addition, all in the City of Ames, Story County, Iowa, as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on April 13, 2018, as Instrument No. 18-02964, Slide 601, Page 6

WHEREAS, it is the desire and intention of Declarants to continue to enable all of said real estate together with all buildings, structures, improvements and other permanent fixtures of any kind thereon, and all rights and privileges belonging or in any way pertaining thereto (hereinafter referred to as the "Property") to be owned by Declarants and by each successor in interest of Declarants, under that certain type or method of ownership commonly known as a "Condominium" and described as a "Horizontal Property Regime" under Chapter 499B of the Iowa Code, to be known as "The Crawford Condominiums"; and

WHEREAS, by this Declaration, Declarants intend to keep the property subdivided into separate parcels of real estate hereinafter defined as "Units" which, in accordance with the provisions herein contained, shall be subjected to the benefits and burdens of a Horizontal Property Regime; and

WHEREAS, Declarants desire to retain for the mutual benefit of all Owners (as defined herein) and occupants of Units, certain easements and rights on, over and upon the property and certain mutually beneficial restrictions and obligations with respect to the proper use, conduct and maintenance thereof; and

WHEREAS, Declarants intend that this Declaration shall be in force and take effect from and after the date that it is recorded in the office of the Story County Recorder, subject to further amendment as provided herein.

NOW THEREFORE, the undersigned Declarants do hereby declare that all of the Property is held and shall be held subject to the following covenants, conditions, restrictions, uses, and limitations, all of which are declared and agreed to be in the furtherance of a plan for the improvement of the Property and shall run with the land and shall be a burden and a benefit to Declarants, their successors and assigns, and any persons owning an interest in the real property, improvements and appurtenances thereto, their grantees, successors, administrators, executors, heirs, and assigns.

ARTICLE I - DEFINITIONS AND GENERAL

Section 1. "**Act**" means the Horizontal Property Act of the State of Iowa, as codified at Iowa Code § 499B.1 *et seq.*

Section 2. "**Association**" means The Crawford Condominiums Owners Association, Inc., an Iowa nonprofit corporation, its successors and assigns.

Section 3. "**Board**" means the Board of Directors of the Association, and shall also mean the Board of Administration referred to in the Act.

Section 4. "**Buildings**" means the structural improvements located on the Parcel and forming part of the Property and containing one or more Units.

Section 5. "**Bylaws**" means the Bylaws of the Association, attached hereto as **Exhibit D** and by this reference made a part hereof, as amended from time to time.

Section 6. "**General Common Elements**" means all of the Property except the Units and except the Limited Common Elements, and, without limiting the generality of the foregoing, shall include those items defined as "**General Common Elements**" in the Act, including the following now or hereafter situated on the Parcel, to-wit:

- (a) The Parcel;
- (b) All foundations, floors, bearing walls and columns, exterior walls of each Unit and of the Buildings, ceilings, roofs, and common chimneys, flues, pipes, conduits, and electrical wiring;
- (c) Outside parking areas, roofs, yards, gardens, and perimeter fence, except as otherwise herein provided or stipulated;
- (d) All compartments or installations of central services including but not limited to power, light, gas, water, or solar energy;
- (e) All shafts, stationary garbage dumpsters and mailbox structures, and, in general, all devices or installations existing for common use;
- (f) All other elements of the Property for common use or necessary to the existence, upkeep and safety of the condominium regime established by this Declaration, except for reserve funds maintained under Article XII of the Declaration and Article 7.2 of the Bylaws which are Special Common Elements.

General Common Elements or Special Common Elements shall not be converted to Limited Common Elements without an affirmative majority vote of those voting at a regular or special meeting of the Council of Co-Owners. General Common Elements and Limited Common Elements are sometime collectively referred to herein as "**Common Elements**".

Section 7. "**Common Expenses**" means and includes:

- (a) All sums lawfully assessed against the Unit Owners by the Managing Agent or Board;
- (b) All expenses of administration and management, maintenance, operation, repair or

replacement of and additions to the Common Elements;

- (c) Expenses agreed upon as common expenses by the Unit Owners, and
- (d) Expenses agreed upon as common expenses pursuant to this Declaration or by the Bylaws.

Section 8. "**Council of Co-Owners**" means all of the Unit Owners, which Council of Co-Owners has been incorporated as the Association.

Section 9. "**Declarants**" shall mean and refer to the undersigned Owners.

Section 10. "**Declaration**" shall mean and refer to this Amended and Restated Declaration, to which the Property is subject.

Section 11. "**Eligible Mortgage Holders**" shall mean those holders of a first mortgage on a Unit who have requested that the Association notify them of any proposed action that requires the consent of a specified percentage of Eligible Mortgage Holders.

Section 12. "**HOPA**" shall refer to the Housing for Older Persons Act of 1995 (HOPA) and the rules issued by the Secretary of HUD for implementing the Act.

Section 13. "**Limited Common Elements**" means all Common Elements serving exclusively a single Unit or one or more adjoining Units as an inseparable appurtenance thereto, the enjoyment, benefit or use of which is reserved to the lawful occupants of such Unit or Units either in this Declaration, in the Plans or by the Board. Limited Common Elements shall include, but shall not be limited to, the area defined by the unfinished surface of the walls, floor, ceiling and doors and exterior surfaces of windows of individual Units and of garages, parking spaces, and storage lockers assigned to individual Units, driveways to individual Units, as well as convectors, pipes, conduits, ducts, and electrical wiring located entirely within a Unit or adjoining Units and serving only such Unit or Units; any patios, decks, individual yards or garden plots and such portions of the perimeter walls, floors and ceilings, doors, vestibules windows, dryer vents and dryer vent terminations, entryways and garages serving individual Units exclusively; outside light fixtures serving an individual Unit; individual Unit storage areas; sump pumps in specified Units; and patio fences and all associated fixtures and structures, as lie outside the Unit boundaries which serve one or more individual Units,

Section 14. "**Majority**" or "**Majority of the Unit Owners**" means more than fifty percent (50%) of the membership votes in the Association.

Section 15. "**Occupant**" means, subject to the provisions of Article XII(k), a person or persons in possession of all or any part of a Unit, regardless of whether said person is a Unit Owner. The term includes family, guests, tenants and invitees of an Owner, and the terms and provisions hereof shall be binding upon all Occupants.

Section 16. "**Parcel**" means the parcel or tract of real estate described above in this Declaration, submitted to the provisions of the Act.

Section 17. "**Person**" means a natural individual, corporation, partnership, trustee or other legal entity capable of holding title to real property.

Section 18. "**Plans**" means the survey, floor plans and drawings of the Buildings and improvements, attached hereto as **Exhibit A** and by this reference made a part hereof with the description of materials used in the Units described on **Exhibit C** attached hereto and incorporated herein by this

reference,

Section 19. "**Property**" means all the land, property and space comprising the Parcel, and all improvements and structures now or hereafter erected, constructed or contained therein or thereon, including the Buildings and all easements, rights and appurtenances belonging thereto, and all furniture, furnishings, fixtures and equipment intended for the mutual use, benefit or enjoyment of the Unit Owners.

Section 20. "**Record**" or "**Recording**" refers to a record or recording in the office of the Story County Recorder, Story County, Iowa.

Section 21. "**Unit**" means an enclosed space consisting of rooms occupying part of a Building, which enclosed space is not owned in common with the Unit Owners of other Units. Each Unit is numbered as shown on the Plans, and the boundaries of each Unit shall be and are the unpainted surfaces of its perimeter interior drywalls, unfinished surface of its floor, the unfinished surface of its ceilings, the unfinished interior surface of its exterior door(s), and the exterior surface of its windows; and a Unit includes both the portion of the Building so described and the air space so encompassed, excepting Common Elements. 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.

Section 22. "**Unit Owner**" or "**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, out of possession, having an interest in a Unit merely as security for the performance of an obligation. 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, and the same meaning as the term "**Member**" as may be used in the Declaration, Bylaws and related documents.

Section 23. "**Rules and Regulations**" means any and every rule and regulation promulgated, from time to time, by the Board and published, disclosed, and/or delivered, in any manner, to the Unit Owners with respect to the operation of The Crawford Condominiums.

Section 24. "**Special Common Elements**" means reserve funds maintained for property maintenance, repair or upgrade under Article XII of the Declaration or Article 7.2 of the Bylaws. Special Common Elements, prior to removal of the Property from the Act, shall be deemed to be Common Elements. Special Common Elements, upon removal of the Property from the Act, are owned by Unit Owners as tenants in common in amounts equal to 1/30th of remaining funds for each unit notwithstanding any other provision of this Declaration.

Section 25. References to an Owner, the Association, or any person or entity shall include the respective successors, grantees and assigns thereof.

Section 26. The invalidity of any covenant, restriction, agreement, undertaking, or other provision of this Declaration or the Bylaws shall not affect the validity of the remaining portions thereof.

Section 27. Exhibits attached hereto and referred to herein are, by this reference, made a part hereof with the same force and effect as other provisions of this Declaration.

Section 28. Declarants are the titleholders of the fee simple title to all Units within the Parcel, and expressly intend to, and by recording this Declaration do hereby, continue to subject the Parcel and the Property to the provisions of the Act.

Section 29. The Plans set forth the descriptions, locations and other data, as required by the Act. The Plans show graphically all particulars of the Buildings including, but not limited to, the following:

- (a) The location, approximate area, number of rooms, and designated 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.

Section 30. The legal description of each Unit shall consist of the identifying number of such Unit as shown on the Plans, a description of the Parcel, the recording information of this Declaration, and its appurtenant undivided interest in the Common Elements. Every deed, lease, mortgage or other instrument shall describe a Unit by its identifying number as shown on the Plans and every such description shall be deemed good and sufficient for all purposes, except as may be otherwise provided in the Act, and shall without further reference be deemed to refer also to the undivided fractional interest in Common Elements attributable to that Unit. 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 their Unit to be separated into any tracts or parcels different from the whole Unit as shown on the Plans.

Section 31. 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, all mortgages of Units must be paid in full prior to bringing an action for partition or the consent of all mortgagees must be obtained, except as otherwise provided in the Act.

Section 32. There has been formed an Association having the name "The Crawford Condominiums Owners Association, Inc.", an Iowa nonprofit corporation, which Association shall be the governing body for all of the Unit Owners, for the maintenance, repair, replacement, administration and operation of the Property, as provided in the Act, this Declaration and the Bylaws. The Board shall be elected and shall serve in accordance with the provisions of the Bylaws. The fiscal year of the Association shall be determined by the Board, and may be changed as the Board deems advisable. The Association shall not be deemed to be conducting 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, except as provided for herein. Each Unit Owner shall be a member of the Association so long as they are a Unit Owner. A Unit Owner's membership shall automatically terminate when they cease to be a Unit Owner. Upon the conveyance or transfer of a Unit Owner's ownership interest to a new Unit Owner, by operation of law or otherwise, the new Unit Owner shall simultaneously succeed to the former Unit Owner's membership in the Association.

Section 33. The Board shall have the authority to engage the services of an agent (herein sometimes referred to as the "Managing Agent") to maintain, repair, replace, administer and operate the Property, or any part thereof, to the extent deemed advisable by the Board. The Board shall also have the authority (but shall not be obligated) to engage, supervise and control such employees as the Board deems advisable to clean and maintain all or any part of the Units and/or Common Elements to the extent the Board deems it advisable to provide such services, and to contract with a single entity for regular and/or periodic trash removal. The cost of such services shall be a Common Expense.

Section 34. The Board may from time to time enter into a management agreement between the Association and a management company to act as Managing Agent for the Property. Such management agreement shall be for a term of one (1) year and shall be renewable by consent of the Association and Managing Agent. The Association and the management company shall each have the option of terminating said management agreement upon ninety (90) days written notice to that effect without penalty.

Section 35. The directors, Board, officers, and employees of the Association shall not be personally liable to the Unit Owners for any mistake of judgment or for any acts or omissions of any nature whatsoever as such directors, Board, officers, or employees, except for any acts or omissions found by a

court to constitute gross negligence, fraud or intentional wrongdoing. The Unit Owners shall indemnify and hold harmless each of the directors, Board, officers, and employees and their respective heirs, executors, administrators, successors and assigns in accordance with the provisions of the Bylaws and of the Revised Iowa Nonprofit Corporations Act section 504.

Section 36. 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, such dispute or disagreement shall be submitted to the Board. 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 determination by the Board.

Section 37. Whenever the context so permits or requires, the singular shall include the plural and the plural the singular, and the use of any gender shall include all genders.

ARTICLE II - OWNERSHIP OF UNITS

Section 1. Each Unit Owner shall be entitled to exclusive ownership and possession of their unit.

Section 2. Each Unit Owner shall be entitled to the fractional ownership in the Common Elements allocated to the Unit owned by such Unit Owner, as set forth in **Exhibit B**. Said ownership interest in the Common Elements shall be an undivided interest, and the Common Elements shall be owned by the Unit Owners as tenants in common in accordance with their respective fractional ownership. The ownership of each Unit shall not be conveyed separate from the fractional ownership in the Common Elements corresponding to said Unit. The undivided fractional 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 number of that Unit, or may refer to an incorrect fractional ownership in the Common Elements for that Unit.

Section 3. Each Unit Owner shall have the right to use the Common Elements (except the Limited Common Elements and portions of the Property subject to leases made by or assigned to the Board) in common with all other Unit Owners, as it may be required for the purposes of access, ingress to, egress from, use, occupancy and enjoyment of the respective Unit owned by such Unit Owner. Such right to use the Common Elements shall extend to not only each Unit Owner, but also to their agents, servants, family members, and invitees, and may be assigned to Tenants. However, each Unit Owner shall have the right to the exclusive use and possession of the Limited Common Elements serving such Unit alone or with adjoining Units. Such rights to use the Common Elements, including the Limited Common Elements, shall be subject to and governed by the Act, Declaration, Bylaws and Rules and Regulations of the Association. In addition, the Association shall have the authority to rent, lease, grant concessions or grant easements with respect to parts of the Common Elements, subject to the provisions of the Declaration and Bylaws. All income derived by the Association from leases, concessions or other sources shall be held and used for the benefit of the Members of the Association, pursuant to such rules, regulations or resolutions as the Board may adopt or prescribe.

Parking areas shall be part of the Common Elements, and may be allocated and reallocated, from time to time, to the respective Unit Owners, and shall be used by such Unit Owners in such manner and subject to such Rules and Regulations as the Board may prescribe, and parking spaces not so used by Unit Owners may be rented, licensed or otherwise used in such manner as the Board may prescribe.

Section 4. 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 as follows:

(a) For ingress and egress through the Common Elements and for maintenance, repair, and replacement as authorized by the Declaration or Bylaws;

(b) Through the Units and Common Elements for maintenance, repair and replacement or reconstruction of Common Elements, but access to or through Units shall be only during reasonable hours except in case of emergency;

(c) Through the Units and Common Elements for installation, maintenance, repair, replacement or reconstruction of conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to one or more of the Units or the Common Elements.

The easement rights reserved to the Association in this Section 4 may, with the prior consent of the Association, be exercised and enjoyed by contractors or assignees of the Association.

Section 5. Each Unit Owner, at their own expense, shall furnish and be responsible for all decorating within their own Unit and Limited Common Elements serving their Unit, as may be required or desirable from time to time, including painting, wallpapering, washing, cleaning, paneling, floor covering, draperies, window shades, curtains, lighting, hanging paintings, hanging mirrors, hanging bookshelves and other furnishings and decorations. Each Unit Owner shall be entitled to the exclusive use of the interior unpainted surfaces of the perimeter drywall, the unfinished surfaces of the floors and the unfinished surfaces of the ceilings of their Unit and garage, and such Unit Owner shall maintain said interior surfaces in good condition at their sole expense, as may be required from time to time. Said maintenance and use of interior surfaces shall be subject to the Rules and Regulations of the Association, but each such Unit Owner shall have the right to decorate and use such interior surfaces from time to time as they may see fit and at their sole expense, and shall have an easement to penetrate the Common Elements surrounding their Unit as may be reasonably necessary in conjunction therewith. Each Unit Owner shall be responsible for maintaining doors, screen doors, windows, and screens on windows.

Section 6. If any portions of the Common Elements shall actually encroach upon any Unit, or if any Unit shall actually encroach upon any portion of the Common Elements, or if any Unit shall actually encroach upon another Unit, as the Common Elements and Units are shown on the Plans, there shall be deemed to be mutual easements in favor of the owners of the Common Elements and respective Unit Owners involved, as the case may be, to the extent of such encroachment, so long as the same shall exist.

Section 7. There is reserved in favor of utility companies serving all or any portion of the Property, an easement for ingress and egress as may be necessary to utilize and service water mains and water meters, sanitary sewers, and storm sewers located on, under or through Common Elements. Such easement will be exercised at reasonable times and in a reasonable manner.

Section 8. Any Unit may be leased and each such lease shall be and remain subject to this Declaration and the Bylaws. A current letter of compliance issued by the City of Ames must be obtained, a copy of which shall be provided to the Board prior to tenant occupancy. Only twenty percent (20%) of the Units may be leased at any one time. The minimum lease term shall be at least twelve (12) months. The Association may require that Owners use lease forms approved by the Association but shall not impose any fee on the lease or transfer of any Unit greater than an amount reasonably based on the costs to the Association of administering that lease or transfer.

ARTICLE III - COMMON EXPENSES AND ASSESSMENTS

Section 1. Each Unit Owner shall pay a one-thirtieth (1/30th) of the Common Expenses (“Share of Common Expenses”). Payment of Common Expenses, including any repayment thereof required by a contract for sale of a Unit, shall be in such amounts and at such times as determined in the manner provided in the Bylaws. No Unit Owner shall be exempt from payment of their Share of Common Expenses

by waiver or non-use or non-enjoyment of recreational amenities, or the Common Elements or Limited Common Elements, or by abandonment of their Unit. The amount of each Unit Owner's Share of Common Expenses, together with interest thereon at the legal rate for money judgments as may then be permitted under the law of the State of Iowa, or such other rate as may be fixed by Board resolution, accruing from and after the date that said Common Expenses become due and payable, shall constitute a lien on the interest of such Unit Owner in the Property and their Unit from the date that notice thereof is given by the Board.

Section 2. The Board may bring an action at law against the Unit Owner personally obligated to pay the same, for collection of their Share of Common Expenses after it becomes due, or foreclose the lien against the Unit or Units owned by such Unit Owner, and interest, costs, and reasonable attorney's fees arising from any such action shall be added to the amount of such assessment. Each Unit Owner, by their acceptance of a deed to a Unit or possession thereof, expressly vests in the Board or its agents the right and power to bring all actions against such Unit Owner personally for the collection of such charges as a debt and to enforce the aforesaid lien by all methods available for the enforcement of such liens. The lien provided for in this section shall be in favor of the Association and shall be for the common benefit of all Unit Owners. The Board acting on behalf of the Unit Owners shall have the power to bid upon an interest foreclosed at foreclosure sale and to acquire and hold, lease, mortgage and convey the same.

Section 3. The lien for Common Expenses payable by a Unit Owner shall be subordinate to the lien of a prior recorded first mortgage on the interest of such Unit Owner, except for the amount of the Share of Common Expenses which becomes due and payable from and after the date on which the mortgagee thereunder either takes possession of the Unit encumbered thereby, accepts a conveyance of any interest therein (other than as security) or files suit to foreclose its mortgage and causes a receiver to be appointed. This Section 3 shall not be amended, changed, modified or rescinded without the prior written consent of Eligible Mortgage Holders.

ARTICLE IV - MAINTENANCE, ALTERATION AND IMPROVEMENT

Section 1.

(a) The Association shall maintain all Common Elements, whether limited or general, and shall make assessments therefore as a Common Expense, except where maintenance has been specifically made the responsibility of the respective Unit Owners. The Association shall maintain exterior lighting fixtures serving more than one Unit. At the discretion of the Board, 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, the Board may direct Unit Owners who stand to be benefited by such maintenance of, repairs to, and replacement within, the Limited Common Elements to arrange for such maintenance, repairs and replacements in the name and for the account of such benefited Unit Owners, pay the cost thereof with their own funds, and procure and deliver to the Board such lien waivers and contractor's and subcontractor's sworn statements as may be required to protect the Property from all mechanics' or materialmen's lien claims that may arise therefrom. The respective Unit Owners shall be responsible for the maintenance of, repairs to, and replacement of hallway light fixtures, of uniform appearance, which serve their individual Units.

(b) As a part of the maintenance of the Common Elements, the Association shall provide exterior maintenance within the Property as follows: paint, repair, replacement and care of roofs and skylights, gutters, downspouts, exterior building surfaces, trees, shrubs, grass, walks, driveways and other exterior improvements. Such exterior maintenance shall not include windows, screens, storm or screen doors, or glass surfaces, which maintenance shall be at the expense of Unit Owners. The replacement of windows shall be at the expense of the Unit Owners, however, the Unit Owner must obtain Board approval regarding the model, style, and appearance of the replacement windows prior to installation. The

Unit Owners shall also be responsible for the maintenance and repair of any water or sewage pipes serving their respective Units and which are within the reach of a ten (10) foot plumbing snake used for clearing debris from said pipes.

In the event that the need for maintenance or repair of a Unit, Common Elements, whether limited or general, or the improvements thereon, is caused through the willful or negligent acts of an Owner, or through the willful or negligent acts of the family, guests, tenants, or invitees of an Owner, the cost of such maintenance shall be added to and become part of the assessment against that Owner's Unit, collectible in the same manner as assessments for Common Expenses.

(c) The Association shall repair incidental damage caused to Limited Common Elements serving a Unit by ordinary wear and tear through ordinary maintenance by the Association and shall assess the cost thereof as a Common Expense, except as otherwise specifically provided herein. As a part of a general plan the Association may elect to separately assess to the benefited Unit(s) the cost of repairing damage to Limited Common Elements attributable to ordinary wear and tear,

(d) If a Unit Owner defaults on their responsibilities of maintenance, the Association may, in its discretion, assume such responsibilities and in so doing shall assess the cost thereof against the owner of such Unit and such assessment shall be collectible as if it were an assessment for Common Expenses.

(e) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, renovation, restoration or similar work to more than one Unit and the cost thereof may be, in the discretion of the Board, either assessed against each Unit for which such costs were incurred, or assessed against all Units as a Common Expense according to the circumstances.

Section 2.

(a) Each Unit Owner at their own expense shall maintain the interior, including the boundary surfaces, of such Unit and its equipment, shall keep such interior in a clean and sanitary condition, shall do all redecorating, painting and other finishing which may at any time be necessary to maintain their Unit, and shall be responsible for the maintenance of all personal property including carpets, furnishings, and appliances within such Unit. Each Unit Owner at their own expense shall be responsible for glass replacement and inside/outside window washing of windows serving their Unit.

(b) Each Unit Owner at their own expense shall be responsible for maintenance of any plumbing fixtures, fireplaces, lighting fixtures, refrigerators, dishwashers, washers, dryers, hot water heaters, furnace, air conditioning unit, disposals, or ranges located in or exclusively serving such Unit. Unit Owners of Units in which a sump pump is located will assure that the same is continuously connected to a power source and will pay utility charges for its operation. If a Unit has an exterior light fixture serving more than one Unit, the Unit Owner of that Unit will assure that the same is continuously connected to a power source at all times when it is desirable that it be in operation, and will pay the utility charges for its operation.

(c) The Unit Owner shall maintain, at their expense, any improvement or other alteration made by them, unless otherwise provided by action of the Board, and shall keep in a presentable condition any patio or deck area reserved as a Limited Common Element for their Unit, including necessary snow and debris removal.

(d) The Owner of each Unit shall promptly report to the Association any defects or other maintenance needs which are the responsibility of the Association,

Section 3. No Unit Owner shall make or permit to be made any structural alteration to a Unit

or to a Building or any of the Common Elements, limited or general, without first obtaining written consent of the Board which shall also determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration on other insurance on the Property, and which shall arrange with such Unit Owner for the payment of the cost of any additional insurance thereby required. The Unit Owner shall furnish to the Board, at their expense, data necessary for the Board to determine whether the alteration or improvement will alter the structural soundness of the Building. The Unit Owner shall also obtain the necessary consents of all applicable government bodies. In the case of alterations within a Unit the consent required by this Section shall be immediately granted upon agreement of the Unit Owner to pay the cost of such additional insurance, and a determination that such alteration will not impair the structural soundness of the Building, safety of the Property, or the quiet enjoyment of other Unit Owners. Alterations to the exterior of the Building or Common Element, however, shall not be made, if, in the prior written opinion of the Board, such alteration would not enhance the integrity and appearance of the Property as a whole. The Board may condition its approval upon such terms and restrictions as it may deem reasonable for the protection of the interests of the Association and other Unit Owners. No Owner shall do any act or work which will impair the structural soundness or integrity of any Building or safety of the Property, or impair any easement.

Section 4. Except for a management agreement and expenditures and contracts specifically authorized by this Declaration and the Bylaws, the Association may not make additions, alterations, or improvements to the Common Elements without the approval of the Unit Owners if the cost exceeds five thousand dollars and 00/100 (\$5,000.00) the first year after the filing of this Declaration, such limitation being increased thereafter by ten percent (10%) per year compounded, unless required for emergency repair, protection, safety or operation of the General or Limited Common Elements, or for compliance with City of Ames, State of Iowa, or other applicable local building code requirements. Any additions, alterations, or improvements costing in excess of that limitation shall have been approved by a majority vote at a meeting of Unit Owners duly called. All such costs shall be assessed as a Common Expense against the Unit Owners.

ARTICLE V-MORTGAGES

Each Unit Owner shall have the right, subject to the provisions herein, to execute separate mortgages for their respective Unit together with their respective ownership interest in the Common Elements. No Unit Owner shall have the right or authority to make or create or cause to be made or created from the date hereof any mortgage or other lien on or affecting the Property or any part thereof, except only to the extent of their own Unit and respective fractional interest in the Common Elements appurtenant thereto. All Eligible Mortgage Holders shall be notified of any default by their respective Unit Owner under the terms hereof if said default is not cured within thirty (30) days of notice of default to the Unit Owner. All mortgage holders and insurers shall have access to inspect the Declaration, Bylaws and other rules governing the regime, and all books, records and audited financial statements of the Association. Such access shall be at reasonable times, and a reasonable fee may be charged to cover the actual cost of producing documents for such inspection. This Article V may not be amended without the concurrence of at least a majority of Eligible Mortgage Holders. In addition, Eligible Mortgage Holders shall be notified in writing of the following:

- (a) Any condemnation or casualty loss that affects either a material portion of the property or the Unit securing its Mortgage;
- (b) Any sixty (60) day delinquency in the payment of assessments;
- (c) A lapse, cancellation, or material modification of any insurance policy or fidelity bond maintained by the Association; and
- (d) Any proposed action that requires the consent of a specified percentage of Eligible

Mortgage Holders.

ARTICLE VI - REAL ESTATE TAXES

Taxes, assessments and other charges of any taxing or assessing authority shall be separately assessed and levied against each Unit Owner for their Unit and their corresponding fractional ownership interest in the Common Elements, as provided in the Act. In the event that any such taxes or assessments for any year are not separately assessed and levied against each Unit Owner, but rather are assessed or levied against the Property as a whole, then each Unit Owner shall pay 1/30th thereof, and, in said event, such taxes or assessments shall be a Common Expense. Without limiting the authority of the Board provided for elsewhere herein, the Board shall have the authority to collect from the Unit Owners their proportionate share of such taxes or assessments for any year in which taxes are assessed or levied against the Property as a whole, in the same manner as collection for assessments for Common Expenses.

ARTICLE VII - UTILITY CHARGES

Unit Owners shall be individually responsible for utility charges which they incur for water, electricity, gas, telephone, cable television, sewer and other services provided by any utility company or utility provider in the same manner as persons occupying single family, detached houses. Notwithstanding the foregoing, in the event a utility is not separately metered, the Unit Owners shall be responsible for either (i) a one-thirtieth (1/30th) share or (ii) such Unit's proportionate share of said utility charges, as determined by the Board.

ARTICLE VIII - DESTRUCTION OR DAMAGE

Section 1. In case of fire or any other disaster which causes damage or destruction to all or part of the Property, the Association, with the help of an independent appraiser, shall determine the percentage of the Property that was destroyed or substantially damaged. If less than two-thirds (2/3) of the total Property was destroyed or substantially damaged, the Association shall arrange for the prompt repair and restoration of said Property using the proceeds of insurance on the same for that purpose, and all of the Unit Owners shall be liable for assessment for any deficiency in proportion to their respective undivided fractional interest in the Common Elements. Reconstruction of the Property shall mean the restoring of the same to substantially the same condition as was authorized by the Association and existing prior to the damage or destruction, with each Unit and the Common Elements having the same vertical and horizontal boundaries as before.

Section 2. If two-thirds (2/3) or more of the total Property is destroyed or substantially damaged, the Association shall, within thirty (30) days after such destruction or damage, call a special meeting of Unit Owners for the purpose of deciding whether or not the Property shall be repaired and restored. Notice of any such special meeting shall be given at least three (3) days in advance to all Eligible Mortgage Holders. If at least two-thirds (2/3) of the votes at such meeting favor repair or restoration, the Association shall promptly arrange for such repair or restoration, using the proceeds of insurance on the improvements affected for that purpose, and all of the Unit Owners shall be liable for assessment for any deficiency in proportion to their respective undivided fractional interest in the Common Elements. However, in the event that at least two-thirds (2/3) of the total Property is destroyed or substantially damaged, and less than two-thirds (2/3) of the votes at such meeting favor making provision for reconstruction, the Association shall record, with the Story County Recorder, a notice setting forth such facts; and upon the recording of such notice: (i) the Property shall be deemed to be owned in common by the Unit Owners; (ii) the undivided interest in the Property owned in common which shall appertain to each Unit Owner shall be the undivided fractional interest previously owned by such Owner in the Common Elements; (iii) any liens affecting any of the Units shall be deemed to be transferred in accordance with the

existing priorities to the undivided fractional interest of the Unit Owner in the Property; and (iv) the Property shall be subject to an action for partition at the suit of any Unit Owner, in which event the net proceeds of sale, together with the net proceeds of the insurance on the Property, shall be considered as one fund and shall be divided among all Unit Owners in accordance with the undivided fractional interest owned by each Owner in the Property, as set forth in Exhibit B of this Declaration, after first paying out of the respective shares of the Unit Owners all sums necessary to satisfy liens on the undivided fractional interests in the Property owned by each Unit Owner and all sums necessary to make the remaining property safe and bring it into compliance with applicable laws.

ARTICLE IX - INSURANCE

Section 1. The Association shall obtain and maintain at all times, to the extent reasonably available, the following insurance (hereinafter referred to as "**Condominium Property Insurance**"):

(a) Insurance on the Property in an amount equal to the full replacement value (i.e. one hundred percent (100%) of replacement cost) of the Property as determined annually by the Association and with a replacement cost endorsement which provides for the payment of all losses in accordance with such terms as may be determined by the Board. Such coverage shall be consistent with the "Special Perils" cause of loss policy form as created by Insurance Services Office, Inc.

(b) Comprehensive general liability insurance, with limits of liability not less than one million dollars and 00/100 (\$1,000,000.00) for any one occurrence and one million dollars and 00/100 (\$1,000,000.00) in the aggregate annually. Coverage should include the following: (i) Premises and Operations Liability; and (ii) Personal and Advertising Injury.

(c) Worker's compensation insurance to the extent necessary to comply with applicable laws; and

(d) Crime insurance, with limits of liability not less than five hundred thousand dollars and 00/100 (\$500,000.00), covering any person or entity handling funds of the Association. Coverage should include the following: (i) employee dishonesty; (ii) money and securities; and (iii) if coverage is provided by an outside entity such as a professional property management firm, the coverage shall include loss of Association funds and/or property.

(e) Automobile liability insurance, with limits of liability not less than one million dollars and 00/100 (\$1,000,000.00) per occurrence, covering all owned, hired, and non-owned vehicles that are used by and for the Association in the conduct of its business.

(f) Directors' and Officers' liability insurance.

(g) Such other policies of insurance for other risks of a similar or dissimilar nature, as are or shall hereafter be considered appropriate by the Board.

Section 2. The premiums for the insurance coverage shall be a Common Expense to be paid by assessments levied by the Association against Unit Owners.

Section 3. The Association, or its designee, shall have the exclusive authority to adjust losses under the insurance policies.

Section 4. In no event shall the insurance coverage obtained and maintained by the Association be brought into contribution with insurance purchased by individual Unit Owners or their respective mortgagees.

Section 5. Each Unit Owner shall obtain additional insurance at their own expense upon their Unit provided that no Owner shall maintain insurance coverage which will tend to decrease the amount which the Association may realize under any insurance policy which it may have in force on any portion of the Property.

Section 6. All policies shall provide that such policies may not be canceled or substantially modified without at least thirty (30) days prior written notice to any and all insured persons named thereon, including any and all mortgagees of the Units whether named individually or as a class.

Section 7. The Association may from time to time designate an Insurance Trustee. The Association shall be responsible for fees and expenses of the Insurance Trustee which shall constitute a Common Expense. The Board may, alternatively, choose to act as the Insurance Trustee.

Section 8. Except as hereinafter provided, the Association or Insurance Trustee so designated shall receive and hold the amount payable under the Condominium Property Insurance and apply the same to the cost of reconstruction or repair as herein provided. The Owner of a damaged or destroyed Unit shall be obligated to commence the work of repairing or reconstruction of the Unit within sixty (60) days from the date of the damage or destruction. The work shall be accomplished in accordance with the same plans and specifications by which the Unit was originally constructed, subject, however, to the prior written approval of the Association. The Association or Insurance Trustee shall make available and pay to the Owner the amount of insurance proceeds received by the Association or Insurance Trustee for the reconstruction and repair of the Unit. The payment of the proceeds of Insurance shall be made as the work progresses at such time and upon compliance by the Owner with such conditions as the Association or Insurance Trustee shall impose, in order to assure full restoration or repair of the damaged portions of the Unit in a workmanlike manner, free and clear of any mechanic's and materialmen's liens and any encumbrances, liens, claims or charges.

Section 9. Any insurance obtained pursuant to the requirements of this Article shall be subject to the following provisions:

(a) All policies shall be written with a company or companies licensed to do business in the State of Iowa and approved by the Association.

(b) Exclusive authority to negotiate losses under said policies shall be vested in the Association or its authorized representative, including any trustee with which the Association may enter into any Insurance Trust Agreement, or any successor trustee, each of which shall herein elsewhere be referred to as the "**Insurance Trustee**" and all proceeds covering any loss shall in such event be payable to the Insurance Trustee or to their successor. All proceeds from an insured loss under such policy shall be held for the use and benefit of the Association and the Owners of all Units and their respective mortgagees as their interests may appear, and subject to the provisions of Section 8 above. Such insurance proceeds shall be applied and distributed in accordance with the articles relating to insurance in the Declaration and Bylaws, and rules, regulations and resolutions of the Board not inconsistent therewith.

(c) All fire and other hazard insurance policies shall provide that, notwithstanding any provisions thereof which give the carrier the right to erect a structure or restore damage in lieu of making a cash settlement, such option shall not be exercisable when in conflict with the provisions of the Declaration or the Bylaws.

(d) All policies shall contain a waiver of subrogation by the insurer as to any and all claims against the Association, the Board of Directors of the Association, their agents and employees, the respective Unit Owners, their resident employees, agents and guests, except with respect to acts of

intentional wrongdoing. Independent contractors shall not be considered agents, employees or servants of the Association or of the respective Unit Owners, within the meaning of said waiver.

(e) The insurance policy shall contain a provision that the insurance shall not be prejudiced:

(i) By any act or neglect of any occupants or Owners when such act or neglect is not within the control of the Unit Owners collectively; or

(ii) By failure of the Unit Owners collectively to comply with any warranty or condition with regard to any portion of the premises over which the Unit Owners collectively have no control.

(f) The Owner of any Unit (including the holder of any mortgage thereon) may obtain additional insurance at their own expense. Such insurance shall be written either by the same carrier as that providing coverage purchased by the Association pursuant to this Article, or, if written by another carrier, shall provide that it shall be without contribution as against the same. Such insurance shall contain the same waiver of subrogation provision as set forth in Section 9(d) of this Article. Each Owner of a Unit has the sole responsibility for obtaining, in addition to the insurance hereinabove provided to be obtained by the Association, any "Tenant's Policy", or equivalent, to insure against loss or damage to personal property used or incidental to the occupancy of the Unit, vandalism or malicious mischief, theft personal liability and the like. Such policy shall be acquired at the expense of the Owner.

ARTICLE X- EMINENT DOMAIN

Payment for the taking of a portion of a Unit or of the Common Elements by eminent domain or the conveyance under threat thereof shall be deemed to be proceeds from insurance on account of casualty and shall be deposited with the Insurance Trustee. Even though the awards may be payable to Unit Owners, the Unit Owners shall deposit the awards with the Insurance Trustee. In the event of failure to do so, in the discretion of the Association, a special assessment shall be made against a defaulting Unit Owner in the amount of their award, and the amount of such award shall be set off against the sums hereinafter made payable to such Unit Owner. All Eligible Mortgage Holders shall be notified by the Association of any Eminent Domain proceeding. The proceeds of the award shall be distributed or used in a manner heretofore provided for insurance proceeds except that when the Horizontal Property Regime is not to be terminated, and one or more Units are taken in part, the taking shall have the following effects:

(a) If the Unit is reduced but tenable. If the Unit taking reduces the size of the Unit, and the remaining portion of the Unit can be made tenable, the award for the taking of a portion of the Unit shall be used for the following purposes in the order stated:

(i) The Unit shall be made tenable. If the cost of such work exceeds the amount of the award, the additional funds required shall be assessed as a Common Expense.

(ii) The balance of the award, if any, shall be distributed to the Owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster, the remittance being payable jointly to the Owner and the mortgagees.

(b) If the Unit is made untenable. If the taking destroys or so reduces the size of the Unit that it cannot be made tenable, the awards for the taking of the Unit shall be used for the following purposes in the order stated:

(i) The market value of such Unit immediately prior to the taking shall be paid jointly to the Owner of the Unit and to each mortgagee of the Unit included in the mortgagee roster.

(ii) The remaining portion of such Unit, if any, shall become a part of the Common Elements and shall be placed in condition for use by all of the Unit Owners in a manner approved by the Association, provided, if the cost of such work shall exceed the balance of the fund from the award for the taking, such work shall be paid for by assessment as a Common Expense among all remaining Units.

(iii) If the amount of the award for the taking is not sufficient to pay the market value of the condemned Unit to the Owner, and to condition the remaining portion of the Unit for use as part of the Common Elements, the additional funds required for such purposes shall be raised by assessments against all of the Unit Owners who will continue as co-owners of Units after the changes in the Property affected by the taking. In the event that the market price cannot be determined by negotiations, it shall be determined by binding arbitration in accordance with Chapter 679A of the Code of Iowa. Thereafter the undivided fractional ownership interest of each remaining Unit Owner shall be adjusted upward equally to reflect the removal of such Unit(s) from the Horizontal Property Regime.

ARTICLE XI - TERMINATION

Section 1. In the event that two-thirds (2/3) of the Property is destroyed or substantially damaged, and if the Unit Owners have not voted to reconstruct, the Property shall be removed from the provisions of the Act without further action or agreement thirty-one (31) days after such destruction or damage.

Section 2. If at least ninety percent (90%) of the votes of the Unit Owners, and at least two-thirds (2/3) of the holders of first mortgages on Units, favor the removal of the property from the provisions of the Act, the Property shall be removed from the provisions of the Act by an instrument duly recorded to that effect, provided that the holders of all liens affecting one or more of the Units consent or agree, by instruments duly recorded, that their liens be transferred to the undivided fractional interest of the respective Unit Owners in the Property.

Section 3. After removal of the Property from the Act, the Unit Owners shall own the Property and all assets of the Association as tenants in common and the respective mortgagees and lienors shall have mortgages and liens upon the respective undivided interests of the Unit Owners. Such undivided fractional interests of the Unit Owners shall be the same as the undivided fractional interests in the Common Elements prior to removal from the Act.

Section 4. This Article XI cannot be amended without consent of all Unit Owners and all record mortgagees of Units.

ARTICLE XII – RESERVE FUNDS

Funds held as reserves for property replacement, maintenance or repair as defined in this Declaration Article I Section 24 and in the Bylaws Article 7.2 shall be Common Elements but with individual Unit Owner tenant in common ownership interests at all times equal to 1/30th of remaining funds. This provision, notwithstanding any other Articles of this Declaration or Bylaws, shall survive termination and removal from the Act.

ARTICLE XIII-USE AND OCCUPANCY RESTRICTIONS

Subject to the provisions of this Declaration, Bylaws, the Rules and Regulations, and Limited Common Elements License Agreement no part of the Property may be used for purposes other than housing and related common purposes for which the Property was designed. Each Unit, or any two or more adjoining Units used together, shall be used as a residence, and for no other purpose. The foregoing restrictions as to

residence shall not, however, be construed in such manner as to prohibit a Unit Owner from: (a) maintaining a personal professional library; (b) keeping personal, business, or professional records or accounts; or (c) handling personal business or professional telephone calls or correspondence. Such uses are expressly declared customarily incidental to the principal residential use and not in violation of said restrictions. A Unit may be leased and each such lease shall be and remain subject to this Declaration and the Bylaws and the current letter of compliance issued by the City of Ames, a copy of which must be provided to the Board prior to tenant occupancy. No more than six or 20% of the Units may be leased at any one time. The minimum lease term shall be at least twelve (12) months. The Association may require that Owners use lease forms approved by the Association but shall not impose any fee on the lease or transfer of any Unit greater than an amount reasonably based on the costs to the Association of administering that lease or transfer.

The Common Elements shall be used only by the Unit Owners and their agents, servants, tenants, family members, and invitees for access, ingress to, and egress from, the respective Units and for other purposes incidental to use of the Units; provided, however, that the garages, patios, decks, storage areas, any recreation area and other areas designed for a specific use shall be used for the purposes approved by the Board. The use, maintenance and operations of the Common Elements shall not be obstructed, damaged or unreasonably interfered with by any Unit Owner, and shall be subject to any lease, concession or easement, presently in existence or hereafter entered into by the Board at some future time, affecting any part or all of said Common Elements.

Without limiting the generality of the foregoing provision of this Article XII, use of the Property by the Unit Owners shall be subject to the following restrictions:

- (a) Nothing shall be stored in the Common Elements without prior consent of the Board except in storage areas designated by the Board or as otherwise herein expressly provided;
- (b) Nothing shall be done or kept in any Unit or in the Common Elements which will increase the rate of insurance for the Property without the prior written consent of the Board. No Unit Owner shall permit anything to be done or kept in their Unit or in or on the Common Elements which will result in the cancellation of insurance on any Unit or any part of the Common Elements or which will be in violation of any law;
- (c) No waste shall be committed in, on, or to the Common Elements;
- (d) No sign, flag, antennas, satellite dishes or display of any kind shall be displayed to the public view on or from any Unit or the Common Elements without the prior written consent of the Board or the written consent of the Managing Agent acting in accordance with the Board's direction;
- (e) No noxious or offensive activity shall be carried on in any Unit or on or in the Common Elements, nor shall anything be done therein which may be or become an annoyance or nuisance to the other Unit Owners;
- (f) Except as expressly provided hereinabove, nothing shall be altered or constructed in or on, or removed from, the Common Elements, except upon the written consent of the Board;
- (g) No structure of a temporary character, trailer, tent, shack, garage, barn, or other outbuildings shall be permitted on the Property at any time temporarily or permanently, except with the prior written consent of the Board or pursuant to rules duly adopted by the Board; provided, however, that temporary structures may be erected for use in connection with the construction, repair or rebuilding of the Buildings, improvements, or any portion thereof;
- (h) Outdoor drying of clothes shall not be permitted;
- (i) Parking of vehicles in driveways and parking areas shall be subject to the Rules and Regulations of the Board applicable thereto;

(j) Except within individual Units, Limited Common Elements, and designated patio and deck areas, no planting, transplanting or gardening shall be done, and no fences, hedges or walls shall be erected or maintained upon the Property, except as approved by the Board.

(k) No less than eighty percent (80%) of the Units (collectively, the "55 Plus Units") shall be occupied by at least one Occupant who is fifty-five (55) years of age or older. The remaining Units which do not include at least one Occupant who is fifty-five (55) years of age or older (collectively, the "Remaining Units") shall be required to be occupied by at least one Occupant who is thirty (30) years of age or older; provided, however, approval regarding the occupants of the Remaining Units shall be subject to review and approval by the Board, which may be withheld in the Board's sole and absolute discretion. Specifically, Board approval regarding occupancy of the Remaining Units may be withheld in the event the Board determines, in its sole and absolute discretion, that the occupancy of the Remaining Units by persons under fifty-five (55) years of age could reasonably cause the amount of Units occupied by persons under fifty-five (55) years of age to exceed twenty percent (20%) of the Units. Further, the Board may, by Rules and Regulations, limit or otherwise restrict the use of the Common Elements by the Owners and/or Occupants of the Remaining Units to the extent deemed reasonably necessary by the Board for the use and enjoyment of the Common Elements by the Owners and/or Occupants of the 55 Plus Units. Any person selling a Unit shall, as a condition of the transfer, provide to the Association a sworn statement from the proposed transferee, swearing or affirming that at least one (1) occupant of the Unit is fifty-five (55) years of age or older. Such affidavit must, at minimum: (i) establish who will be the Occupant of the Unit meeting the age requirement; and (ii) verify the age of each Occupant by use of a driver's license, birth certificate, passport, or other equally readable form of identification ("Age Verification Form"). The Association is authorized to mandate that an Owner selling a Unit include in all written and verbal communications to potential buyers (including all marketing, advertising, and listing materials) a clear statement of intent that the Property is intended for persons fifty-five (55) years of age and older under Housing for Older Persons ("HOPA") and that the Property claims exemption from provisions of the Fair Housing Act regarding discrimination based upon familial status. Additionally, the Board shall, at least every two years, collect from all Owners an updated or supplemental Age Verification Form, showing that the Owners are still in compliance with the age restriction created herein. In the event the Board permits a Unit, or any portion thereof, to be rented, then in addition to any other conditions precedent to such approval, any such lease must be in writing, contain the age restriction of this section, and must require the lessee to comply with the policies and procedures of the community, including, but not limited to providing an Age Verification Form.

(l) The Board shall take actions and issue rules necessary to ensure that the Association complies with the provisions and rules of HOPA.

(m) Each Unit Owner or Occupant shall comply with all applicable federal, state, and local laws, ordinances, and regulations and shall save the Association and other Unit Owners and Occupants harmless from all fines, penalties, costs thereof.

ARTICLE XIV - REMEDIES

In the event of any violation of the provisions of the Act, Declaration, Bylaws or Rules and Regulations of the Board or Association by any Unit Owner (either by their own conduct or by the conduct of any other occupant or invitee of their Unit) the Association, or its successors or assigns, or the Board, or its agent, shall have each and all of the rights and remedies which may be provided for in the Act, Declaration, Bylaws, or said Rules and Regulations, or which may be available at law or in equity, and may prosecute an action or other proceedings against such defaulting Unit Owner and/or others for enforcement of any lien and the appointment of a receiver for the Unit and ownership interest of such Unit Owner, or for damages or injunction or specific performance, or for judgment for payment of money and collection thereof, or for any combination of remedies, or for any other relief. All expenses of the Board in connection

with any such actions or proceedings, including court costs and attorney's fees and other fees and expenses, and all damages, liquidated or otherwise, together with interest thereon at the lawful rate for money judgments until paid, shall be charged to and assessed against such defaulting Unit Owner, and shall be added to and deemed part of their Share of Common Expenses, and the Board shall have a lien for all of the same, as well as for nonpayment of their Share of Common Expenses, upon the Unit and ownership interest in the Common Elements of such defaulting Unit Owner and upon all of their additions and improvements thereto and upon all of their personal property in their Unit or located elsewhere on the Property; provided, however, that 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 becomes due and payable from and after the date on which the said mortgagee either takes possession of the Unit, accepts a conveyance of any interest therein (other than as a security) or files suit or commences other proceedings to foreclose its mortgage and causes a receiver to be appointed. This Paragraph shall not be amended, changed, modified or rescinded without the prior consent of all holders of record of mortgages holding a lien against all or part of the Property. Nothing herein shall be deemed to derogate the right of the Association to recover unpaid assessments, and charges from a defaulting Unit Owner personally, without the foreclosure of lien rights, or resort to other remedies.

In the event of any such default by any Unit Owner, then the Board, and the manager or Managing Agent if so authorized by the Board, shall have the authority to correct such default and to do whatever may be necessary for such purpose and all expenses in connection therewith, including reasonable attorney fees, shall be charged to and assessed against such defaulting Unit Owner. Any and all such rights and remedies may be exercised at any time and from time to time, cumulatively or otherwise, by, or under the direction of, the Board.

The violation of any restriction or condition or regulation adopted by the Board or the breach of any covenant or provision herein contained, shall give the Board the right, in addition to any other rights provided for in this Declaration, (a) to enter upon the Unit, of any portion of the Property upon which, or as to which, such violation or breach exists and to summarily abate and remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist thereon contrary to the intent and meaning of the provisions hereof, and the Board, or its employees or agents, shall not thereby be deemed guilty in any manner of trespass; or (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any breach; or (c) to proceed with both (a) and (b) above.

ARTICLE XV-MISCELLANEOUS PROVISIONS

Section 1. Each Unit Owner shall strictly comply with the provisions of the Declaration, the Bylaws, the Association Rules and Regulations, and Limited Common Elements License Agreement and decisions issued pursuant thereto. Failure to so comply shall be grounds for an action to recover sums due for damages or injunctive relief or both, maintainable by the Association or its designee on behalf of the Unit Owners, or in an appropriate case, by an aggrieved Unit Owner.

Section 2. The provisions of this Declaration shall be deemed independent and severable, and the invalidity or partial invalidity or unenforceability of any one provision or portion hereof shall not affect the validity or enforceability of any other provision hereof.

Section 3. The captions to this Declaration are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Declaration or the intent of any provision hereof.

Section 4. This Declaration and the Bylaws shall be construed and controlled by and under the laws of the State of Iowa. A violation of either this Declaration or the Bylaws shall be deemed a violation also of the other,

Section 5. Notices provided for in the Act, Declaration or Bylaws shall be in writing, and shall be addressed to the Association or Board, or to any Unit Owner, as the case may be. The Association or Board may designate a different address or addresses for notices to them, respectively, from time to time, by giving written notice of such change of address to all Unit Owners. Unless a Unit Owner has designated a different address for notices to them by giving written notice thereof to the Association, any notice to a Unit Owner may be addressed to them at their Unit. Notices addressed as above shall be deemed delivered when mailed by United States mail with postage prepaid, or when delivered in person.

Upon written request to the Board, the holder of any recorded mortgage encumbering any Unit shall be listed on the mortgagee roster and given a copy of all notices permitted or required by this Declaration to be given to the Owner(s) whose Unit(s) is (are) subject to such mortgage(s).

Section 6. If any of the options, privileges, covenants or rights created by this Declaration shall be unlawful, void or voidable for violation of the rule against perpetuities, then such provision shall continue only until twenty-one (21) years after the death of the survivor of the now living descendants of the President of the United States, Joe Biden, and the Governor of Iowa, Kim Reynolds.

Section 7. This Declaration and any Amendments duly approved shall take effect when recorded in the office of the Story County Recorder, Story County, Iowa.

Section 8. References herein or in the Bylaws to a proportion or percentage of the Unit Owners shall mean and refer to the collective total of their weighted votes or weighted fractional interests in the Common Elements as more fully described in Exhibit B attached hereto, and not to such Unit Owners per capita.

Section 9. In order to permit the construction, operation, maintenance, repair and removal of utilities serving common areas and/or individual units within the condominium regime, the Board shall be authorized, empowered, and directed to execute one or more utility easements from time to time. The President of the Association, acting pursuant to a duly authorized resolution of the Board, shall be deemed the attorney-in-fact of each Unit Owner and the spouse, if any, of each Unit Owner, as well as their mortgagees and successors in interest, for the purposes of the execution of each such easement.

ARTICLE XVI - AMENDMENTS

Section 1. Except as otherwise provided in this Declaration, this Declaration may be amended or modified by a resolution setting forth such amendment or modification and duly adopted by the affirmative vote of Unit Owners holding not less than two-thirds (2/3) or twenty (20) votes of the total votes in the Association or by an instrument in writing setting forth such amendment or modification and signed by the Unit Owners representing not less than two-thirds (2/3) or twenty (20) votes of the total votes in the Association, and duly acknowledged before a Notary Public and fifty-one percent (51%) of all Eligible Mortgage Holders

Section 2. Each Eligible Mortgage Holder encumbering any one or more Units shall be notified by certified mail, return receipt requested, of any such amendment or modification, and an affidavit by the Secretary of the Association certifying to such mailing shall be made a part of any instrument affecting such amendment or modification. The Association may consider that approval has been obtained from Eligible Mortgage Holders if no written response is received by the Association within thirty (30) days after notice is given.

Section 3. No such amendment or modification shall change the boundaries of any Unit unless done in conjunction with the provisions of this Declaration; the means for determining the undivided

interest in the Common Elements appurtenant to any Unit; the number or weight of votes in the Association allocated to any Unit; the liability for Common Expenses appertaining to any Unit, or this Section 3 of Article XV. If this Declaration is at any time submitted, by Board action, to and approved by the Veteran's Administration or the FHA as to form, then the same may not be thereafter amended or merged with a successor Horizontal Property Regime, or additional property annexed, without prior written approval of the Veteran's Administration or the FHA, as the case may be.

Signatures on the following pages.

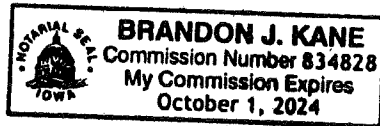
**SIGNATURE PAGE OF AMENDED AND RESTATED DECLARATION OF
SUBMISSION OF PROPERTY TO HORIZONTAL PROPERTY REGIME
FOR THE CRAWFORD CONDOMINIUMS**

IN WITNESS WHEREOF, the undersigned officer of the Crawford Condominiums Owners Association, Inc. has executed this Amended and Restated Declaration on this 22 day of January, 2024.

By: S.R.M.
Name: STEPHEN R. RINGLEE
As: PRESIDENT

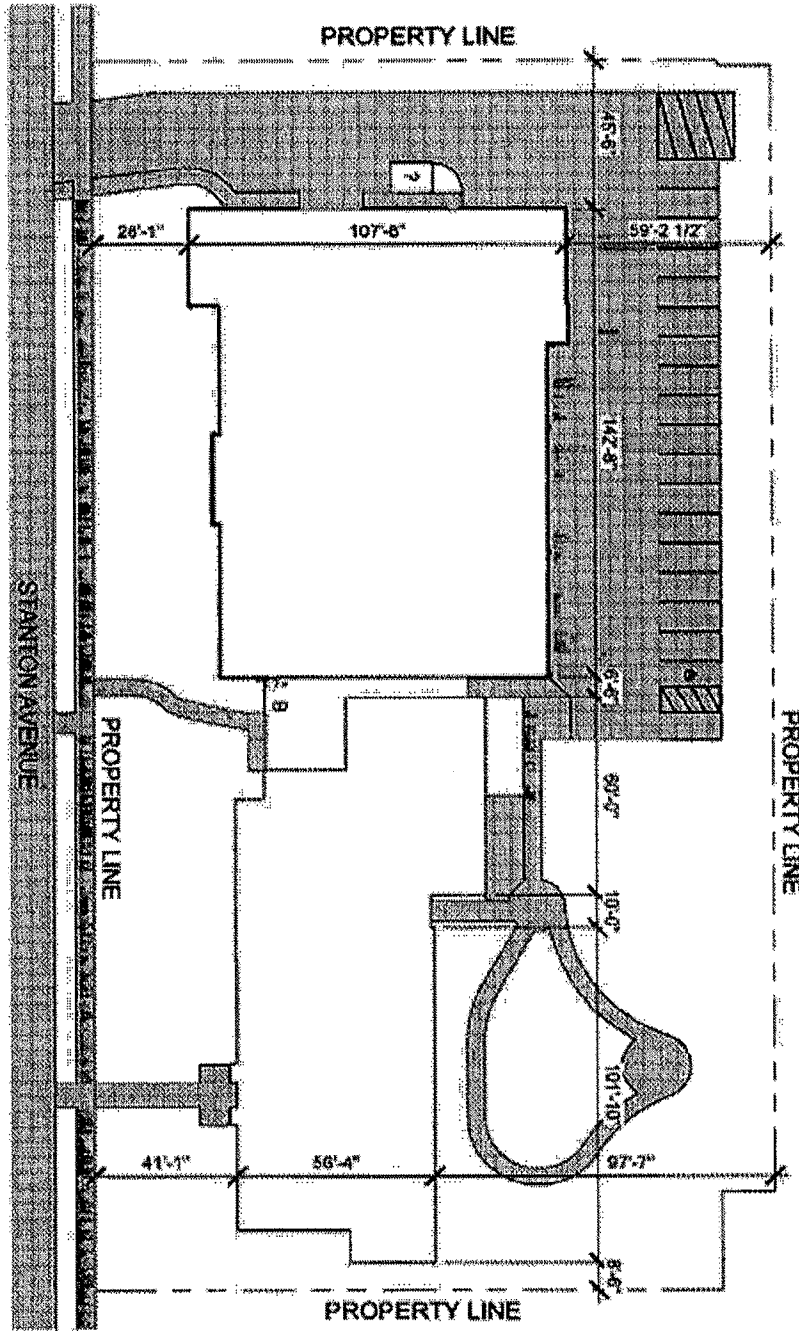
STATE OF IOWA, COUNTY OF Story, SS:

This instrument was acknowledged before me on 22 day of January, 2024 by Stephen R. Ringlee, as president of Crawford Condominiums Owners Association, Inc.



[Signature]
Notary Public, State of Iowa
My commission expires 10/01/2024

EXHIBIT A
PLANS



Site Plan

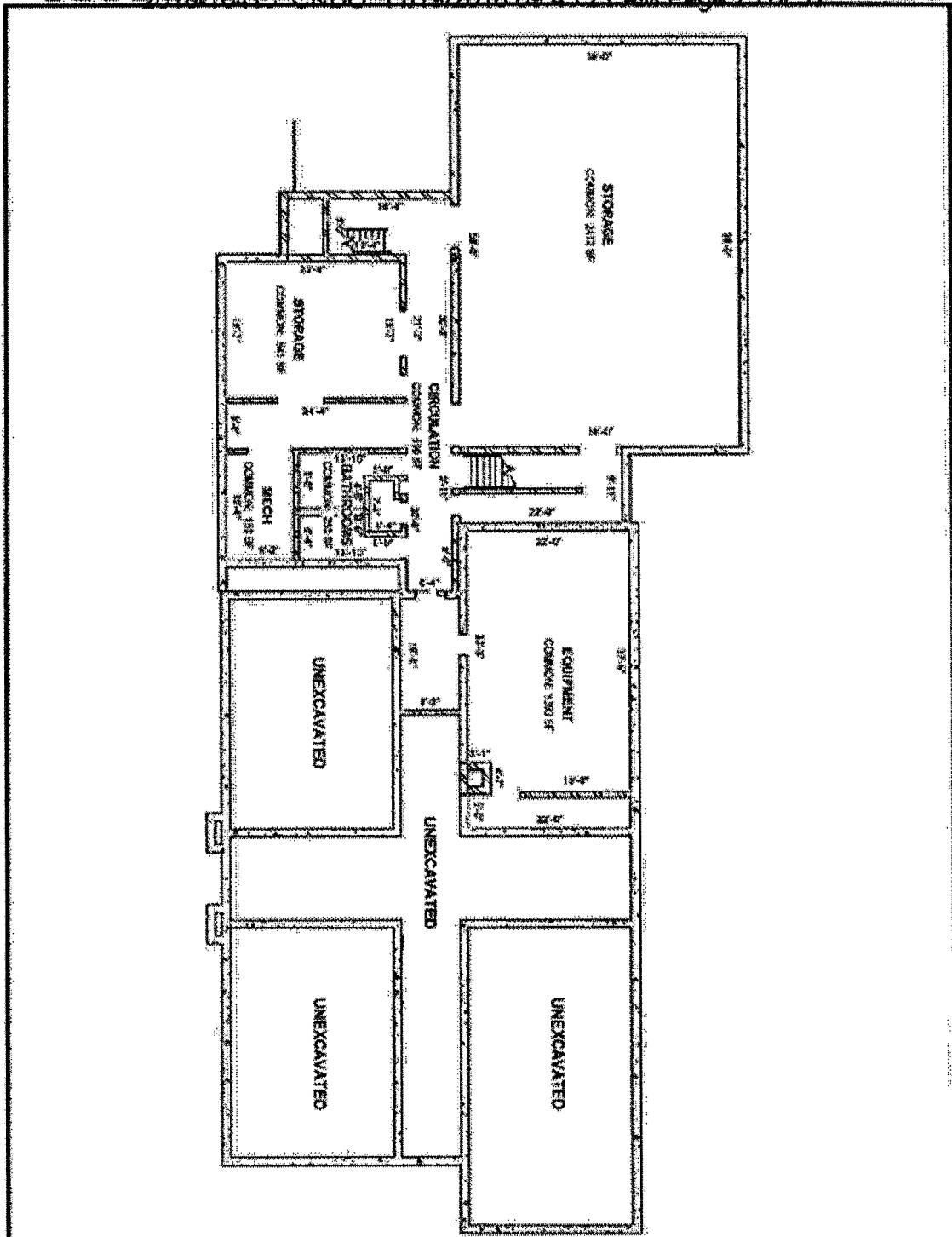
The Crawford

415 Stanton Ave Ames, IA 50010



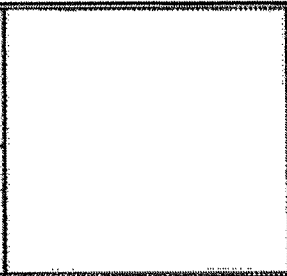

JCorp.
CONSULTING ENGINEERS

P.O. Box 100
Ames, IA 50010
Phone: (515) 837-6487
Fax: (515) 837-4441
www.jcorp.com



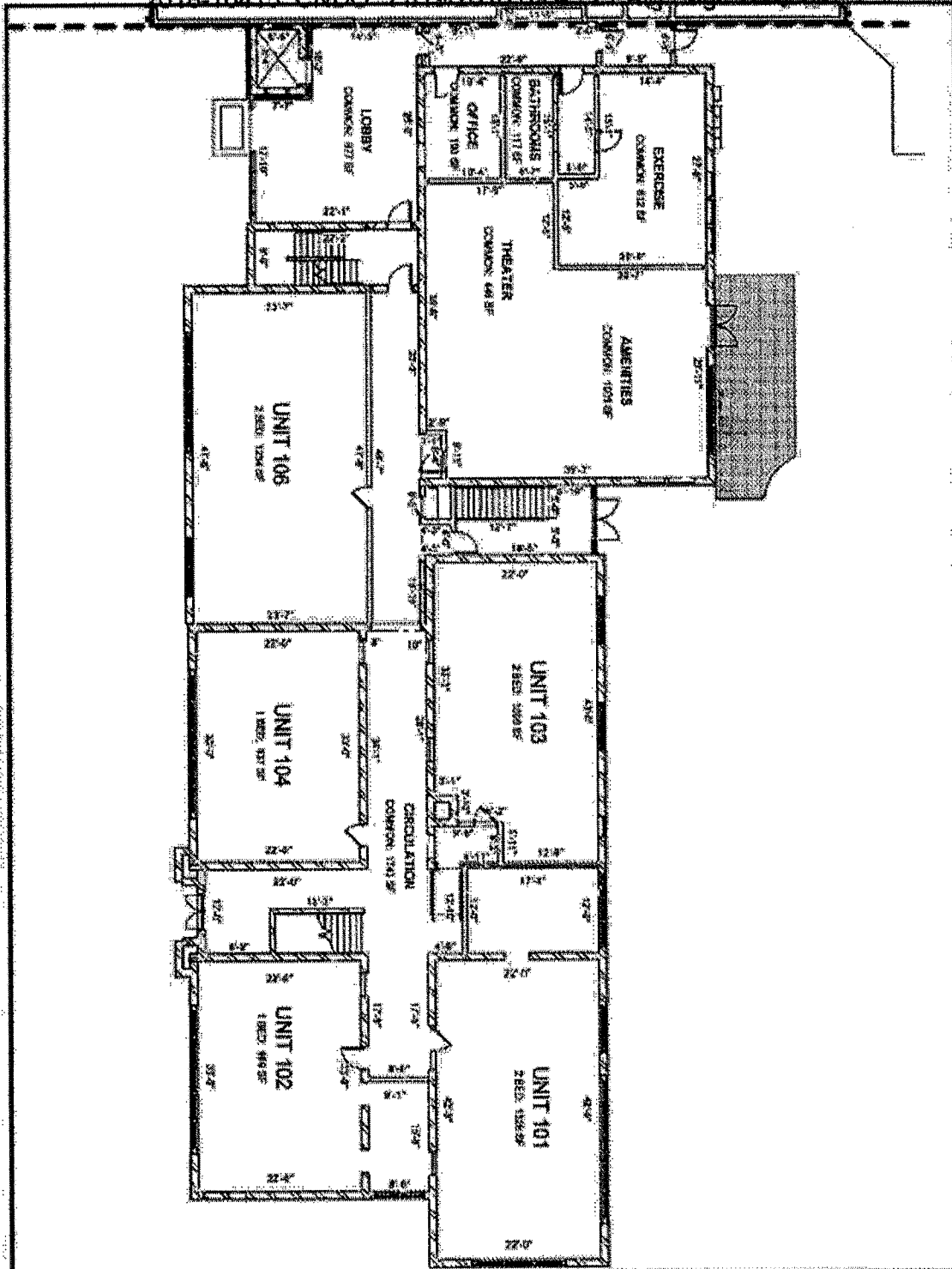
Basement

The Crawford
 415 Stanton Ave Ames, IA 50010

JCorp
 MANAGING ENGINEERS


P.O. Box 908
 Ames, IA 50010
 Phone (515) 267-9407
 Fax (515) 267-0411
 www.jcorp.biz



1st Floor - North

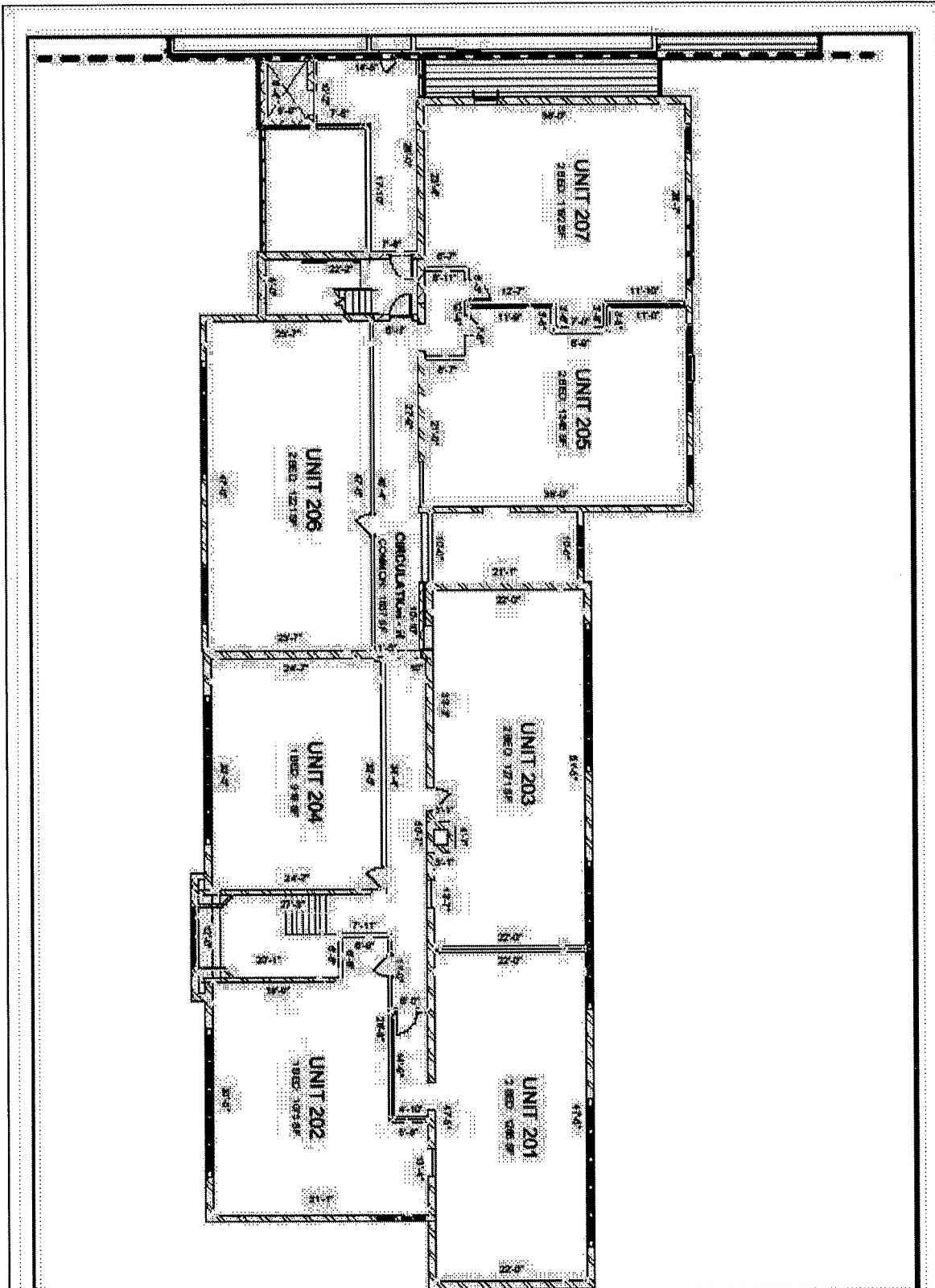
The Crawford

415 Stanton Ave Ames, IA 50010



JCorp.
consulting engineers

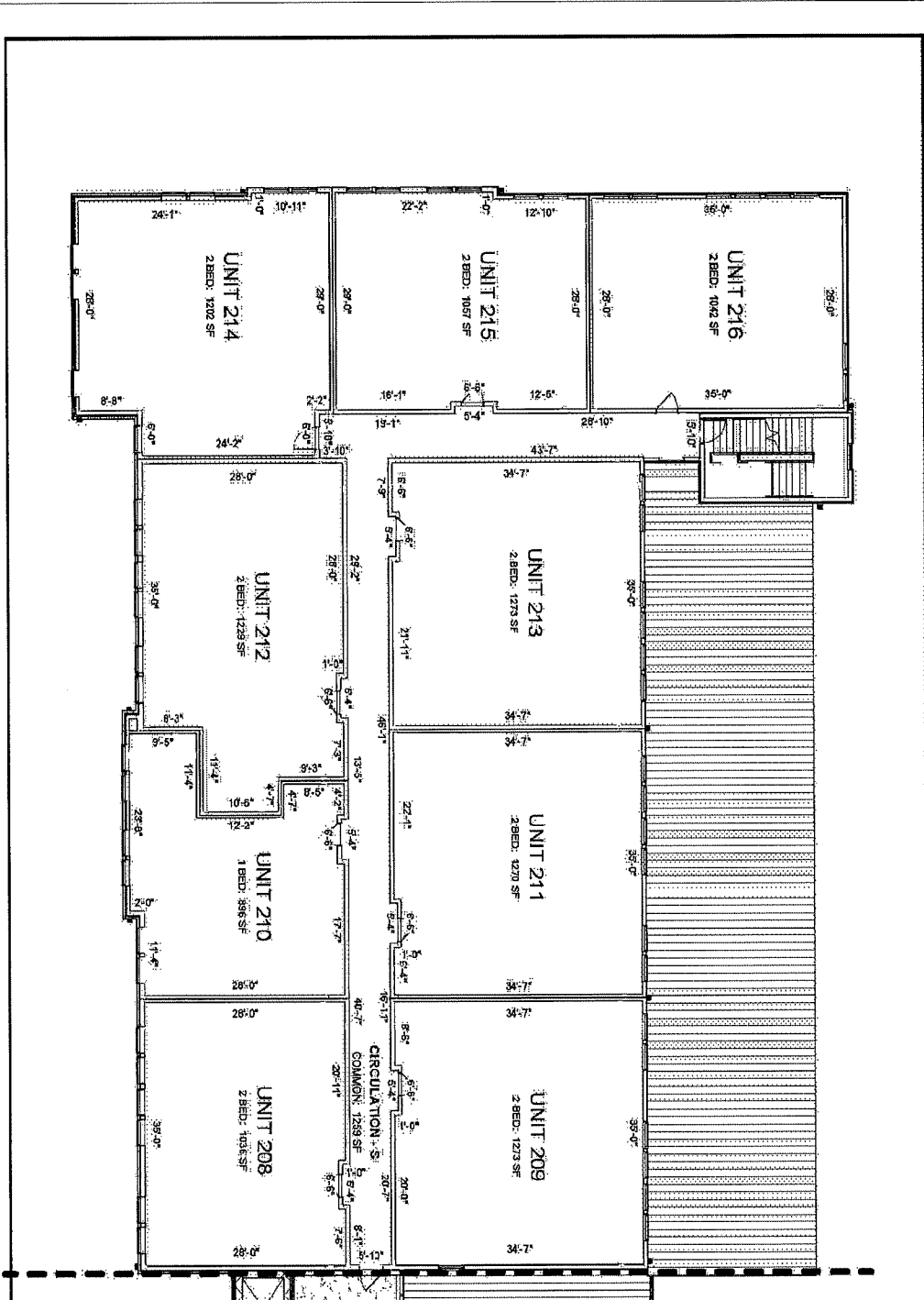
P.O. Box 108
Maquokette, IA 50124
Phone: (515) 397-8407
Fax: (515) 397-8401
www.jcorp.biz



2nd Floor - North

The Crawford

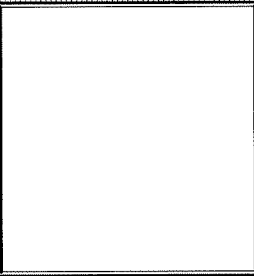




2nd Floor - South

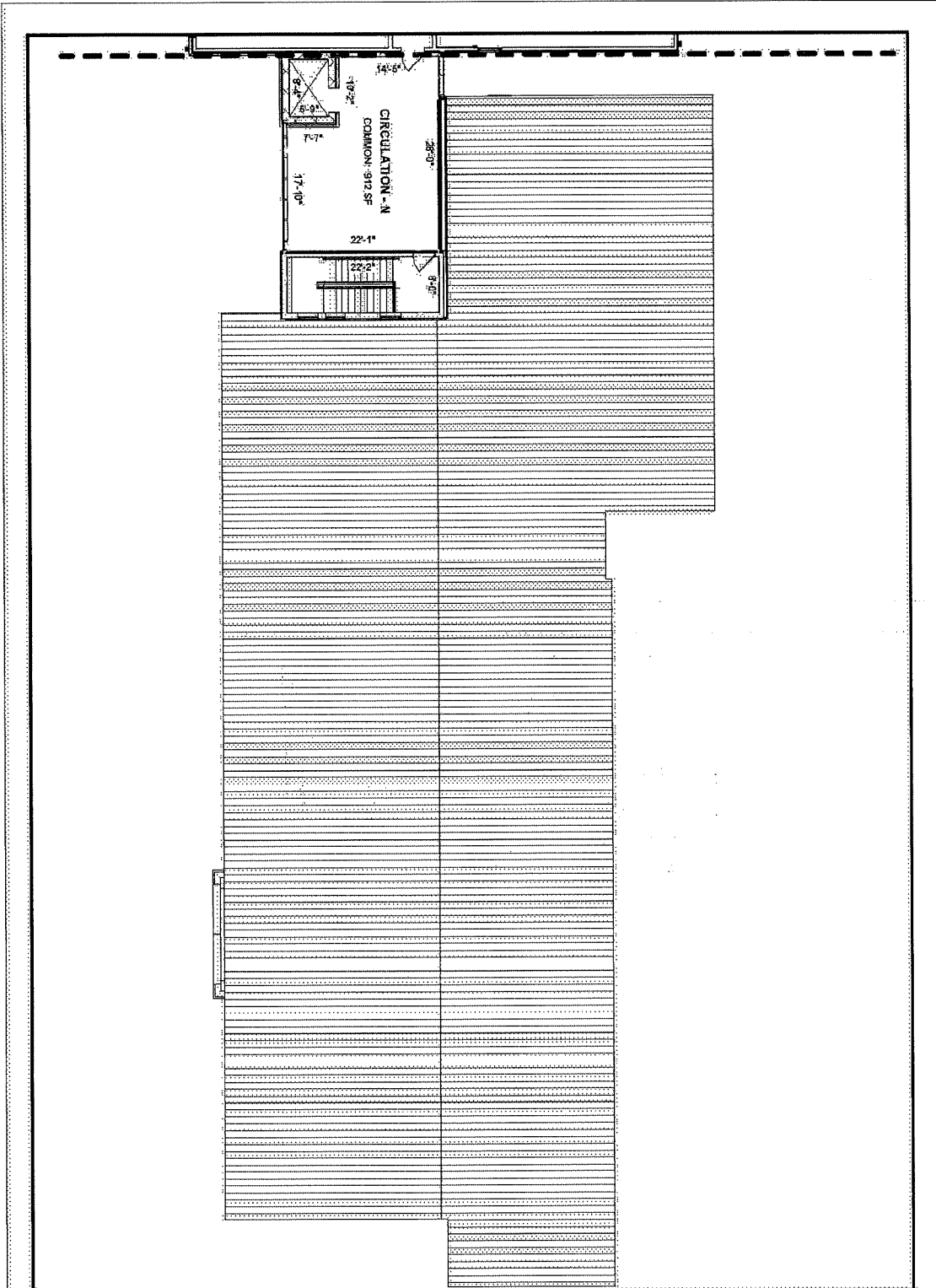
The Crawford

415 Stanton Ave Ames, IA 50010



JCorp
consulting engineers

P.O. Box 158
Huxley, IA 50124
Phone: (515) 697-6457
Fax: (515) 697-6461
www.jcorp.biz



3rd Floor - North

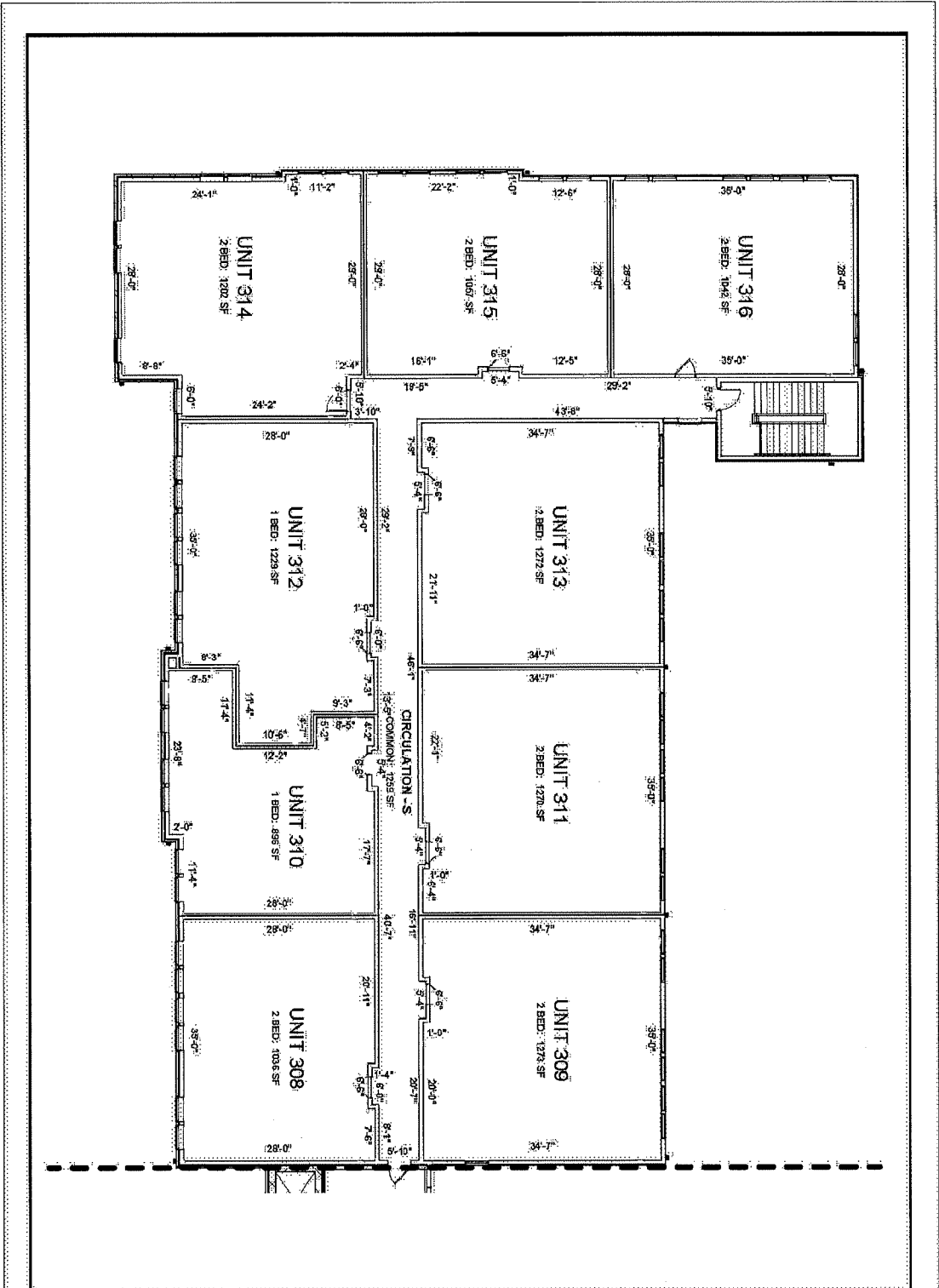
The Crawford

415 Stanton Ave Ames, IA 50010



JCorp
consulting engineers

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Huxley, IA 50124
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Fax: (515) 597-5461
www.jcorp.biz



3rd Floor - South

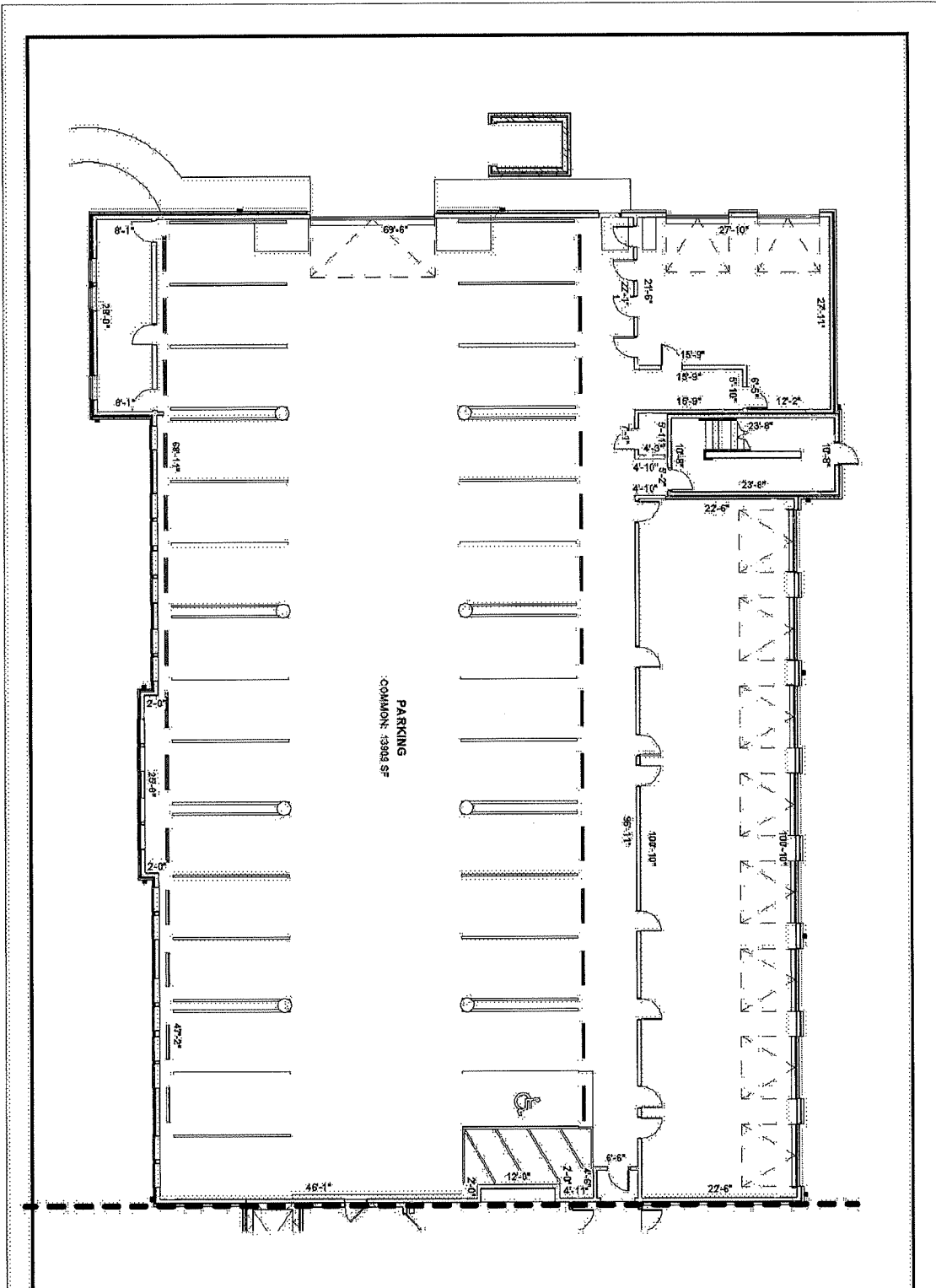
The Crawford

415 Stanton Ave Ames, IA 50010



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1st Floor - South

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EXHIBIT B
SCHEDULE OF FRACTIONAL OWNERSHIP
THE CRAWFORD CONDOMINIUMS

<u>Unit Number</u>	<u>Square Feet</u>	<u>Fractional Interest</u>
101	1,326	3.873%
102	989	2.889%
103	1,009	2.947%
104	837	2.445%
106	1,234	3.604%
201	1,265	3.695%
202	1,075	3.140%
203	1,271	3.712%
204	919	2.684%
205	1,346	3.931%
206	1,221	3.566%
207	1,192	3.481%
208	1,036	3.026%
209	1,273	3.718%
210	896	2.617%
211	1,270	3.709%
212	1,229	3.589%
213	1,273	3.718%
214	1,202	3.511%
215	1,057	3.087%
216	1,042	3.043%
308	1,036	3.026%
309	1,273	3.718%
310	896	2.617%
311	1,270	3.709%
312	1,229	3.589%
313	1,272	3.715%
314	1,202	3.511%
315	1,057	3.087%
316	1,042	3.043%
TOTAL	34,239	100.00%

EXHIBIT C
DESCRIPTION OF MATERIALS

The
C R A W F O R D

415 Stanton Ave
Ames, IA 50014

Project Team:

Owner: The Crawford Ames, LLC
Developer: RES Development, Inc.
Architect: JCorp, Inc.
Civil Engineer: Fox Engineering
Sales and Marketing Inquires: Friedrich Iowa Realty

Overview:

The Crawford is a new adaptive reuse condominium project located in the heart of camputown. The project features 30 residential units for 55+ residents. The units are semi customizable and will feature contemporary design elements, 10-12ft ceilings and abundant natural light. There will be practical on-site amenity spaces such as covered parking, gathering/club room, on-site storage, fitness room and more. 12 residences will be in the original 1935 school building connected to a new 18 residence wing. The two structures will be linked by a new atrium with elevator and the historically significant staircase.

Structure

Adaptive Reuse of existing
New: Concrete footings with poured concrete slab-on-grade over granular fill
10-11' ceiling heights throughout 30 residential units.
Conventional wood framing system with load-bearing exterior walls, trussed floor system and pitched truss roof
2 x 6 exterior and 2 x 4 interior walls @ 16" O.C., and 14" deep floor trusses @ 24" o.c.
3/4" tongue and groove plywood floor decking with gyp-crcctc
5/8" OSB roof sheathing (24" o.c. truss spacing)

Exterior

Clay-fired brick exterior cladding
Vertical metal siding
Cement board
Low pitch membrane roof

Doors and Windows

Energy-efficient Anderson vinyl windows throughout
"Redi" frame metal door frames with solid core, fire rated doors at all common interior locations and unit entries. Interior doors to be solid core non-fire rated.

Insulation

R-19 fiberglass insulation in 2x6 exterior walls, with poly moisture barrier
R-38 cellulose insulation in attic
High quality sound actuation technology

Drywall/Painting

Sheetrock with "orange-peel" texture
Interior walls and ceilings to be two colors
Picture Rail to separate colors

Cabinets and Countertops

- Prefinished Painted and Stained Wood Cabinets
- Quartz countertops with subway tile backsplash in kitchens,
- Quartz countertops in bathrooms
- Full mirrors above bath vanities
- Open shelves in kitchen

Trim

- Brushed Nickel lever style door hardware
- 12" x 6" wood baseboard

Flooring

- Luxury Vinyl Tile Plank in all units
- Carpet per plan
- Hand stained and sealed concrete floor per plan
- Carpet in common hallways

Mechanical Systems

- Separate electrical and mechanical systems per unit
- Energy efficient electric furnaces
- Common central hot water
- Generous electrical outlets, TV/data jacks
- Smoke detectors in each bedroom and common areas
- Fiberglass shower/tub units
- LED lighting throughout units
- Brushed nickel faucets
- Stainless steel kitchen sink w/garbage disposal and faucet
- Fire sprinkler system monitored by 3rd party
- Security entrance doors
- Electric fireplace with semi-custom surround

Appliances

- Electric stove or electric drop in range, refrigerator, designer range hood and dishwasher in each unit
- Washer and Dryer in each unit

Site

- Concrete parking lot
- Site lighting is provided with building "wall packs" and parking lot lights per site plan
- Landscaping around property per site plan
- Video security monitoring
- Custom wrought iron fence and gate

EXHIBIT D

BYLAWS OF THE CRAWFORD CONDOMINIUMS OWNERS ASSOCIATION, INC. (an Iowa Nonprofit Corporation) (hereinafter referred to as the "Corporation" or the "Association")

ARTICLE 1 DEFINITIONS

Section 1.1 "Association" shall mean and refer to The Crawford Condominiums Owners Association, Inc., its successors, assigns and counterparts.

Section 1.2 "Unit Owner" shall mean and refer to the record owner, whether one or more persons or entities, of a fee simple title to any Unit (as defined in Section 3 of this Article), but excluding those persons or entities having such interest merely as security for the performance of an obligation. If a Unit is sold on contract, the Unit Owner shall be deemed to be the contract buyer. In the event the contract buyer fails to comply with any of the terms of these Bylaws, the contract seller shall comply with the terms of these Bylaws. As between a contract seller and a contract buyer, there will be only one Unit Owner per Unit.

Section 1.3 "Unit" shall mean and refer to a condominium unit within The Crawford Condominiums.

Section 1.4 "Common Elements" shall be as defined in the Declaration of Submission of Property to Horizontal Property Regime for The Crawford Condominiums, recorded in the office of the Recorder of Story County, Iowa.

Section 1.5 "Common Expenses" means and includes:

- (a) All sums lawfully assessed against the Unit Owners by the Managing Agent or Board;
- (b) All expenses of administration and management, maintenance, operation, repair or replacement of and addition to the Common Elements;
- (c) Expenses agree upon as common expenses by the Unit Owners; and
- (d) Expenses agreed upon as common expenses pursuant to the Declaration or by the Bylaws.

Section 1.6 "Member" shall mean and refer to a "Unit Owner" and said terms are and may be used interchangeably throughout these Bylaws. If a Unit is owned by more than one person, each and every person shall be a Member and remain jointly and severally liable for all membership obligations.

Section 1.7 "Declaration" shall mean the Declaration of Submission of Property to Horizontal Property Regime for The Crawford Condominiums, recorded in the office of the Recorder of Story County, Iowa.

Section 1.8 Any terms not specifically defined in these Bylaws shall have the definition given such terms in the Declaration of Submission of Property to Horizontal Property Regime for The Crawford Condominiums.

ARTICLE 2 **MEMBERS**

Section 2.1 Eligibility. The Corporation shall have one class of Members which shall consist of the respective Unit Owners of the condominium units known as The Crawford Condominiums (the "**Property**"). All present and future Unit Owners and their tenants, future tenants, employees, patrons, patients, guests and any other person who might use the facilities of the Property in any manner, are subject to the provisions set forth in these Bylaws and in the Declaration.

Section 2.2 Qualification. Each Unit Owner shall be a Member of the Corporation. Accordingly, the membership of each Unit Owner shall terminate when they cease to be a Unit Owner, upon the sale, transfer or other disposition of their ownership interest in the Property.

Section 2.3 Designation of Representative. Each entity that is a Member shall designate an individual to be the representative of that Member with the Corporation who shall exercise all rights and privileges of the entity as a Member.

Section 2.4 Expulsion, Suspension or Termination of Membership. The Board of Directors (the "**Board**"), by affirmative vote of two-thirds of all of the members of the Board, may expel, suspend or terminate a Member for cause after providing not less than fifteen (15) days' notice to the Member of the proposed expulsion, suspension, or termination and reasons therefor and an opportunity for a hearing. The expulsion, suspension, or termination of a Member in no way relieves that Member from complying with the duties and obligations of Unit Owners set forth in the Declaration.

Section 2.5 Resignation. Any Member may resign by filing a written resignation with the Secretary, but resignation shall not relieve the Member of the obligation to pay any dues, assessments or other charges previously accrued and unpaid, and resignation in no way relieves the resigning Member from complying with the duties and obligations of Unit Owners set forth in the Declaration.

Section 2.6 Reinstatement. Upon written request signed by a former Member and filed with the Secretary, the Board may, by the affirmative vote of two-thirds of the members of the Board, reinstate the former Member to membership upon such terms as the Board may deem appropriate, so long as the Member is still a Unit Owner.

Section 2.7 Transfer of Membership. Membership in the Corporation is freely transferable or assignable only in relation to the Member's sale, transfer or other disposition of the Member's interest in the Property that would result in the Member not being a Unit Owner, and the transferee then being a Unit Owner and a Member. Otherwise, membership in the Corporation is not transferable or assignable.

ARTICLE 3 **MEETINGS OF MEMBERS**

Section 3.1 Annual Meeting. The annual meeting of the Members for the installation of directors and for the transaction of such other business as may properly come before the meeting, shall be held in the month of June of each year at such place as the Board shall each year fix, or at such other place, time and date as the Board shall fix, which date shall be within the earlier of the first six (6) months after the end of the Corporation's fiscal year or fifteen (15) months after the Members' last annual meeting.

Section 3.2 Special Meetings. Special meetings of the Members, for any purpose or purposes, unless otherwise prescribed by law (which for purposes of these Bylaws shall mean as required from time to time by the Revised Iowa Nonprofit Corporation Act (the "Act") or the Articles of Incorporation of the Corporation, and any amendments thereto), may be called by the President, or the Board, and shall be called by the Board upon the written demand, signed, dated and delivered to the Secretary, of the holders of at least five percent (5%) of all the votes of Members entitled to be cast on any issue proposed to be considered at the meeting. Such written demand shall state the purpose or purposes for which such meeting is to be called. The time, date and place of any special meeting shall be determined by the Board or by the President. Unless otherwise provided in the Articles of Incorporation, and any amendments thereto, a written demand for a special meeting may be revoked by a writing to that effect received by the Corporation prior to the receipt by the Corporation of demands sufficient in number to require the holding of a special meeting.

Section 3.3 Notices and Reports to Members.

(a) Notice of the place, date and time of all meetings of members and, in the case of a special meeting, the purpose or purposes for which the meeting is called, shall be communicated not fewer than ten (10) days nor more than sixty (60) days before the date of the meeting to each Member entitled to vote at such meeting. The Board may establish a record date for the determination of Members entitled to notice, as provided in Section 3.5 of these Bylaws. Notice of adjourned meetings need only be given if required by law or by these Bylaws.

(b) In the event corporate action is taken without a meeting in accordance with Section 3.11 of these Bylaws by less than unanimous written consent, prompt notice of the taking of such action shall be given to those Members who have not consented in writing.

(c) If notice of proposed corporate action is required by law to be given to Members not entitled to vote and the action is to be taken by consent of the voting Members, the Corporation shall give all Members written notice of the proposed action at least ten (10) days before the action is taken. The notice must contain or be accompanied by the same material that would have been required to be sent to Members not entitled to vote in a notice of meeting at which the proposed action would have been submitted to the Members for action.

(d) Notice may be communicated in person, by mail, by telephone, voice mail, other electronic means or other method of delivery. If these forms of personal notice are impracticable, notice may be communicated by a newspaper of general circulation in the area where published; or by radio, television, or other form of public broadcast communication. Written notice by the Corporation to its Members, if in a comprehensible form, is effective according to one of the following: (i) upon deposit in the United States mail, if mailed post-paid and correctly addressed to the Member's address shown in the Corporation's current record of Members; or (ii) when electronically transmitted to the Member in a manner authorized by the Member.

Section 3.4 Waiver of Notice.

(a) Any Member may waive any notice required by law or these Bylaws if in writing and signed by any Member entitled to such notice, whether before or after the date and time stated in such notice. Such a waiver shall be equivalent to notice to such Member in due time as required by law or these Bylaws. Any such waiver shall be delivered to the Corporation for inclusion in the minutes or filing with the corporate records.

(b) A Member's attendance at a meeting, in person or by proxy, waives (i) objection to lack of notice or defective notice of such meeting, unless the Member at the beginning of the meeting or promptly upon the Member's arrival objects to holding the meeting or transacting business at the meeting, and (ii)

objection to consideration of a particular matter at the meeting that is not within the purpose or purposes described in the meeting notice, unless the Member objects to considering the matter when it is presented.

Section 3.5 Record Date. The Board may fix, in advance, a date as the record date for any determination of Members for any purpose, such date in every case to be not more than seventy (70) days prior to the date on which the particular action or meeting requiring such determination of Members is to be taken or held. If no record date is so fixed for the determination of Members, the close of business on the day before the date on which the first notice of a Members' meeting is communicated to Members shall be the record date for such determination of Members. When a determination of Members entitled to vote at any meeting of Members has been made as provided in this section, such determination shall apply to any adjournment thereof, unless the Board selects a new record date or unless a new record date is required by law.

Section 3.6 Members' List. After fixing a record date for a meeting, the Secretary shall prepare an alphabetical list of the names of all Members who are entitled to notice of a Members' meeting. Subject to Section 10.6, the Members' list must be available for inspection by any Member beginning two (2) business days after notice of the meeting is given for which the list was prepared and continuing through the meeting, at the Corporation's principal office or at a place identified in the meeting notice in the city where the meeting will be held. A Member, or a Member's agent or attorney, is entitled on written demand to inspect and, subject to the requirements of law, to copy the list, during regular business hours and at the person's expense, during the period it is available for inspection. The Corporation shall make the Members' list available at the meeting, and any Member, or a Member's agent or attorney, is entitled to inspect the list at any time during the meeting or any adjournment.

Section 3.7 Quorum.

(a) At any meeting of the Members, the Members holding one-third of the votes that may be cast in person or by proxy shall constitute a quorum, unless the representation of a different number is required by law, and in that case, the representation of the number so required shall constitute a quorum. If a quorum shall fail to attend any meeting, the chairperson of the meeting or a majority of the votes present may adjourn the meeting to another place, date or time.

(b) When a meeting is adjourned to another place, date or time, notice need not be given of the adjourned meeting if the place, date and time thereof are announced at the meeting at which the adjournment is taken; provided, however, that if the date of any adjourned meeting is more than one hundred twenty (120) days after the date for which the meeting was originally noticed, or if a new record date is fixed for the adjourned meeting, notice of the place, date and time of the adjourned meeting shall be given in conformity with these Bylaws. At any adjourned meeting, any business may be transacted which might have been transacted at the original meeting.

(c) Once a Member is represented for any purpose at a meeting, the Member is deemed present for quorum purposes for the remainder of the meeting and for any adjournment thereof unless a new record date is or must be set for that adjourned meeting.

Section 3.8 Organization.

(a) The President, or in the absence of the President, such other person as the Board may have designated, or, in the absence of such a person, such person as shall be designated by the holders of a majority of the votes present at the meeting, shall call meetings of the Members to order and shall act as chairperson of such meetings.

(b) The Secretary of the Corporation shall act as secretary at all meetings of the Members, but in the absence of the Secretary at any meeting of the Members, the chairperson may appoint any person to act as secretary of the meeting.

Section 3.9 Voting.

(a) Every Member entitled to vote may vote in person or by proxy. Each Member shall be entitled to vote on each matter submitted to a vote, with one vote accorded to each Unit. If any Unit Owner consists of more than one Person, the voting rights of such Unit Owner shall not be divided but shall be exercised as if the Unit Owner consisted of only one Person in accordance with the proxy or other designation made by the Persons constituting such Unit Owner. In the event that there is a dispute among such Unit Owners, the matter shall be referred to the Board of Directors who shall decide by whom the vote is to be cast, and such decision will be final.

(b) The Members having the right to vote at any meeting shall be only those of record on the books of the Corporation, on the record date fixed by law or pursuant to the provisions of Section 2.5 of these bylaws.

(c) Voting by Members on any question or in any election may be viva voce unless the chairperson of the meeting shall order or any member shall demand that voting be by ballot. On a vote by ballot, each ballot shall be signed by the Member voting, or in the Member's name by proxy, if there be such proxy.

(d) If a quorum exists, action on a matter that is the affirmative vote of a majority of the Members represented at such quorum, is the act of the Members.

Section 3.10 Voting by Proxy or Representative.

(a) At all meetings of the Members, a Member entitled to vote may vote in person or by proxy appointed in writing or by electronic means, which appointment shall be effective when received by the secretary of the meeting or other officer or agent authorized to tabulate votes. An appointment of a proxy is valid for eleven months from the date of its execution, unless a longer period is expressly provided in the appointment form, but in no event shall the appointment of a proxy be valid for more than three (3) years from the date of its execution.

(b) A Member or Member's agent or attorney-in-fact may appoint a proxy to vote or otherwise act for the Member by signing an appointment form or by an electronic transmission that complies with Sections 10.1 and 10.8 of these Bylaws. An electronic transmission must contain or be accompanied by information from which one can determine that the Member, the Member's agent, or the Member's attorney-in-fact authorized the electronic transmission.

Section 3.11 Action Without Meeting. Except as otherwise set forth in this Section 3.11, any action required or permitted by law to be taken at a meeting of the Members may be taken without a meeting or vote if one or more consents in writing setting forth the action taken shall be signed and dated by the Members having not less than eighty percent (80%) of the votes entitled to be cast at a meeting at which all Members entitled to vote on the action were present and voted, and are delivered to the Corporation for inclusion in the minutes or filing with the Corporation's records. Written consents from a sufficient number of Members must be obtained within sixty (60) days from the date of the earliest dated consent for such consents to be effective to take corporate action. Provided, however, a director shall not be removed by written consents unless written consents are obtained from all Members of the Corporation. If not otherwise fixed by law or in accordance with these Bylaws, the record date for determining Members entitled to take action without a meeting is the date the first Member signs such a written consent. Written consents may be delivered to the Corporation by electronic transmission. A written consent may be revoked by a writing to that effect received by the Corporation prior to the receipt by the Corporation of unrevoked written consents sufficient in number to take the corporate action.

Section 3.12 Ballot Voting. An action based on a written ballot may be taken provided the number of votes cast meets the quorum and number of approvals meets the number requirements set forth

in Section 3.9 A written ballot may be transmitted and a vote may be cast on that ballot electronically in accordance with Section 10.8.

Section 3.13 Conduct of Business. The chairperson of any meeting of Members shall determine the order of business and procedure at the meeting, including such regulation of the manner of voting and the conduct of business as seem to them to be in order. The chairperson shall also announce at the meeting when the polls close.

ARTICLE 4 **BOARD OF DIRECTORS**

Section 4.1 Number, Election, and Term of Office. The management and affairs of this Association shall be managed by a Board of not less than three (3) nor more than five (5) directors. The number of directors may be changed by amendment of the Bylaws of the Association. Election of the Board will be held in April by an electronic process. Term will be for one year. There is a maximum of 5 consecutive one-year terms. No more than one board member representing a single unit may serve on the board at the same time. An owner of multiple units is limited to a single person sitting on the board at the same time.

Section 4.2 Qualifications. All directors shall be Members of the Association.

Section 4.3 Powers of the Board. The business and affairs of the Corporation shall be managed under the direction of the Board. The Board may authorize any officer or officers, agent or agents, to enter into any contract or to execute and deliver any instrument in the name and on behalf of the Corporation, and such authority may be general or confined to specific instances. The powers and duties of the Board include, but are not limited to, engaging the services of an agent (the "**Managing Agent**") to maintain, repair, replace, administer and operate the Property or any part thereof for all of the Unit Owners, upon such terms and for such compensation and with such authority as the Board may approve.

Section 4.4 Quorum and Manner of Acting. A quorum of the Board shall consist of a majority of the number of directors prescribed in accordance with Section 4.1 of these Bylaws. If at any meeting of the Board there be less than a quorum present, a majority of the directors present may adjourn the meeting until a quorum shall be present. Notice of any adjourned meeting need not be given. At all meetings of directors, a quorum being present, the act of the majority of the directors present at the meeting shall be the act of the Board.

Section 4.5 Resignation. Any director of the Corporation may resign at any time by delivering written notice to the President, the Board, or the Corporation. A resignation is effective when the notice is delivered unless the notice specifies a later effective date.

Section 4.6 Removal. A director shall be subject to removal, with or without cause, at a meeting of the Members called for that purpose in the manner prescribed by law.

Section 4.7 Vacancies. Any vacancy occurring in the Board through death, resignation, removal or any other cause, including an increase in the number of directors, may be filled by a majority vote of the remaining directors. Any director so elected or appointed shall hold office for a term equal to the unexpired term of the director whose position that new director has filled.

Section 4.8. Compensation of Directors. Directors shall not receive any stated salaries for their services, but by resolution of the Board a fixed sum and expenses of attendance, if any, may be allowed for attendance at each regular or special meeting of the Board; but nothing contained here shall be construed to preclude any director from serving the corporation in any other capacity and receiving compensation for such services.

Section 4.9 Place of Meetings, etc. The Board shall hold its meetings at The Crawford Condominiums or, as the board may determine, within or without the State of Iowa. A director may participate in any meeting by any means of communication, including, but not limited to telephone conference call, by which all directors participating may simultaneously hear each other during the meeting. A director participating in a meeting by this means is deemed to be present in person at the meeting.

Section 4.10 Annual Meeting. Immediately after the final adjournment of each annual meeting of the Members for the installation of directors, the Board shall meet, at the same place where said meeting of Members finally adjourned, for the purpose of organization, the election of officers and the transaction of other business. Notice of such meeting shall be given in the Notice of Annual Meeting. Such meeting may be held at any other time or place as shall be specified in a notice given as hereinafter provided for special meetings of the Board or in a consent and waiver of notice thereof signed by all the directors, at which meeting the same matters shall be acted upon as is above provided.

Section 4.11 Regular Meetings. Regular meetings of the Board shall be held at such place and at such times as the Board shall by resolution fix and determine from time to time. No notice shall be required for any such regular meeting of the Board.

Section 4.12 Special Meetings; Notice.

(a) Special meetings of the Board shall be held whenever called by direction of the President or by a majority of the directors at the time being in office.

(b) Notice of each such meeting shall be communicated to each director at least two (2) days before the date on which the meeting is to be held. Each notice shall state the date, time and place of the meeting. Unless otherwise stated in the notice thereof, any and all business may be transacted at a special meeting.

Section 4.13 Waiver of Notice. A director may waive any notice required by law or these Bylaws if in writing and signed by a director entitled to such notice, whether before or after the date and time stated in such notice. Such a waiver shall be equivalent to notice in due time as required by these bylaws. Attendance of a director at or participation in a meeting shall constitute a waiver of notice of such meeting, unless the director at the beginning of the meeting or promptly upon arrival objects to holding the meeting or transacting business at the meeting and does not thereafter vote for or assent to action taken at the meeting.

Section 4.14 Director's Assent Presumed. A director of the Corporation who is present at a meeting of the Board at which action on any corporate matter is taken shall be presumed to have assented to the action taken unless the director's dissent shall be entered in the minutes of the meeting or unless the director shall file a written dissent to such action with the person acting as the secretary of the meeting before the adjournment thereof or shall forward such dissent by registered or certified mail to the Secretary of the Corporation immediately after the adjournment of the meeting. Such right to dissent shall not apply to a director who voted in favor of such action.

Section 4.15 Order of Business. At meetings of the Board, business shall be transacted in such order as, from time to time, the Board may determine by resolution. At all meetings of the Board, the President, or in their absence, the most senior Vice President present, or otherwise the person designated by the vote of a majority of the directors present shall preside.

Section 4.16 Action Without Meeting. Any action required or permitted by law to be taken at any meeting of the Board may be taken without a meeting if the action is taken by all members of the Board and if one or more consents in writing describing the action so taken shall be signed by each director then in office and included in the minutes or filed with the corporate records reflecting the action taken. Action taken under this section is effective when the last director signs the consent, unless the consent specifies a

different effective date. Written consents may be delivered to the Corporation by electronic transmission. A director's consent may be withdrawn by a revocation signed by the director and delivered to the Corporation prior to the delivery to the Corporation of unrevoked written consents signed by all of the directors.

Section 4.17 Committees. The Board, by resolution adopted by a majority of the directors in office, may designate and appoint one or more committees of the Board, each of which shall consist of two directors, which committees, to the extent provided in the resolution, shall have and exercise the authority of the Board in the management of the Corporation; provided, however, that no such committee shall have the authority of the Board in reference to authorized distributions; approve, or recommend to Members dissolution, merger, or sale, pledge, or transfer of all or substantially all of the Corporation's assets; elect, appoint, or remove directors or fill vacancies on the Board or any of its committees; or adopt, amend, or repeal the Articles of Incorporation or Bylaws. The appointment of any such committee and the delegation of authority shall not operate to relieve the Board of any responsibility imposed upon it by law. Each committee shall fix its own rules governing the conduct of its activities as the Board may request. The Board, by resolution adopted by a majority of the directors in office, may designate and appoint one or more advisory committees, each of which shall include no more than two directors, which committees, to the extent provided in the resolution, shall advise the Board in the management of the Corporation but shall not act on behalf of the Board.

Section 4.18 Non-Delegation. Nothing in this Article or elsewhere in these Bylaws shall be considered to grant to the Board, the Corporation or to the officers of the Corporation any powers or duties that, by law, or pursuant to the Declaration, have been delegated to the Unit Owners.

Section 4.19 Directors' Duties. Each director of the Board of Directors shall, at all times in the performance of their duties as a director:

- (a) Act in the sole interest of the Association, including timeliness, responsiveness and accountability;
- (b) Act prudently and consistently with the terms and provisions of the Articles of Incorporation, these Bylaws, any conflict of interest provisions adopted by the Board, the Revised Iowa Nonprofit Corporations Act, and all other applicable Federal and state laws;
- (c) Disclose to the Board of Directors all potential conflicts of interest, with respect to any matter presented to the Board of Directors for action, before such action is undertaken by the Board of Directors;
- (d) Act in good faith and fair dealing and avoid self-dealing; and
- (e) Otherwise adhere to the legally applicable standards and duties of directors under the Articles of Incorporation, these Bylaws, and the Act.

Section 4.20 Conflicts of Interest. The Board of Directors shall, by resolution, adopt standards, consistent with § 504.833 of the Act and other applicable law, for the identification and determination of conflicts of interest of directors and officers of the Association and procedures for their disclosure and resolution. Such standards shall at least specify that a conflict of interest may exist with respect to a director or officer who, acting in their capacity as a director or officer of the Association, is presented with an action, decision or recommendation, the effect of which may be to the private pecuniary benefit of such director or officer or of a member of such director's or officer's household or immediately family or of a business with which such director or officer or a member of such director's or officer's household is financially associated, except there shall be no conflict of interest with respect to a pecuniary interest that arises solely out of one of the following:

(a) A director's or officer's Membership in the Association unless that pecuniary interest benefits that director or officer disproportionately in comparison with other Members;

(b) An interest, which the director or officer has by virtue of their profession, trade or occupation, that would be generally affected to the same degree as the interest of substantially all others similarly engaged in the profession, trade or occupation; or

(c) An action that would generally affect substantially all participants in an industry or occupation to the same degree as the action would affect the director or officer or a member of the director's or officer's household or immediate family or of a business with which such director or officer or a member of such director's or officer's household or immediate family is financially associated.

ARTICLE 5 **OFFICERS**

Section 5.1 Executive Officers. The executive officers of the Corporation shall be a President, a Secretary, a Treasurer and such other officers as may from time to time be elected by the Board. One person may hold the offices and perform the duties of any two or more of said offices. In its discretion, the Board may delegate the powers or duties of any officer to any other officer or agents, notwithstanding any provision of these Bylaws, and the Board may leave unfilled for any such period as it may fix, any office except those of President, Treasurer and Secretary. The officers of the Corporation shall be elected annually by the Board at the annual meeting thereof. Each such officer shall hold office until the next succeeding annual meeting of the Board and until their successor shall have been duly chosen and shall qualify or until their death or until they shall resign or shall have been removed. The officers shall receive no compensation for their services as officers, unless expressly provided for in a resolution duly adopted by the Members.

Section 5.2 Resignation and Removal. An officer may resign at any time by delivering notice to the Secretary. A resignation is effective when the notice is delivered unless the notice specifies a later effective time. Any officer may be removed by the Board at any time with or without cause, but such removal shall be without prejudice to the contract rights, if any, of the person so removed. An officer may be removed at any time with or without cause by any of the following: (a) the Board; (b) the officer who appoints such officer, unless these Bylaws or the Board provide otherwise; or (c) any other officer if authorized by these Bylaws or the Board.

Section 5.3 Powers and Duties of the President. The President shall be the Chairperson of the Board. The President shall, when present, preside at all meetings of the Board. The President shall keep the Board fully informed and shall freely consult with them concerning the business of the Corporation assigned by the Board to their charge. The President shall have authority to sign, execute and acknowledge all contracts, checks, deeds, mortgages, bonds, leases or other obligations on behalf of the Corporation as authorized by the Board. The President may sign in the name of the Corporation reports and all other documents or instruments which are necessary or proper to be executed in the course of the Corporation's business. They shall perform all duties incident to the office of President as herein defined, and all such other duties as from time to time may be assigned by the Board.

Section 5.4 Powers and Duties of the Secretary. The Secretary shall (a) keep minutes of all meetings of the Members and of the Board; (b) authenticate records of the Corporation and attend to giving and serving all notices of the Corporation as provided by these Bylaws or as required by law; (c) be custodian of the corporate seal, if any, the stock certificate books and such other books, records and papers as the Board may direct; (d) keep a record showing the names of all persons who are Members of the Corporation, their post office addresses as furnished by each such Member, and at least ten (10) days before each Members' meeting, prepare a complete list of Members entitled to vote at such meeting arranged in alphabetical order; and (e) in general, perform all duties incident to the office of Secretary and such other duties as from time to time may be assigned to the Secretary by the President or the Board. Without limiting

the foregoing, the Secretary shall be responsible for maintaining and authenticating the following records: (a) minutes of all meetings of the Members and Board; (b) all actions taken by the Members or Board without a meeting; (c) all actions taken by a committee of the Board in place of the Board on behalf of the Corporation; (d) articles or restated articles of incorporation and all amendments to them currently in effect; (e) bylaws or restated bylaws and all amendments to them currently in effect; (f) all written communications to Members generally within the past three years, including the financial statements furnished for the past five years; (g) list of names and business addresses of the current Members, directors and officers; and (h) the Corporation's most recent biennial report delivered to the Secretary of State. Duties may be delegated by contract to the Managing Agent.

Section 5.5 Powers and Duties of the Treasurer. The Treasurer shall (a) have custody of and be responsible for all moneys and securities of the Corporation, shall keep full and accurate records and accounts in books belonging to the Corporation, showing the transactions of the Corporation, its accounts, liabilities and financial condition and shall see that all expenditures are duly authorized and are evidenced by proper receipts and vouchers; (b) deposit in the name of the Corporation in such depository or depositories as are approved by the Board, all moneys that may come into the Treasurer's hands for the Corporation's account; (c) have authority to sign, execute and acknowledge all contracts, checks, deeds, mortgages, bonds, leases or other obligations on behalf of the Corporation as requested by the President or authorized by the Board; (d) prepare annual financial statements that include a balance sheet as of the end of the fiscal year and an income statement for that year; and (e) in general, perform such duties as may from time to time be assigned to the Treasurer by the President or by the Board. Duties may be delegated by contract to the Managing or Financial Agent. The treasurer is responsible for oversight of the Managing or Financial Agent with the help of a finance committee appointed by the Board and the Board.

Section 5.6 Assistants. There shall be such number of Assistant Secretaries and Assistant Treasurers and Vice Presidents as the Board may from time to time authorize and appoint. The Assistant Secretaries and Assistant Treasurers and Vice Presidents, in general, shall perform such duties as shall be assigned to them by the Secretary, or the Treasurer, respectively, or by the President or the Board. The Board shall have the power to appoint any person to act as assistant to any other officer, or to perform the duties of any other officer, whenever for any reason it is impracticable for such officer to act personally, and such assistant or acting officer so appointed shall have the power to perform all the duties of the office to which they are so appointed to be assistant, or as to which they are so appointed to act, except as such power may be otherwise defined or restricted by the Board.

Section 5.7 Vacancies. Vacancies in any office shall be filled by a majority vote of the Board at a regular or special meeting of said Board. Any officer so elected to fill a vacancy shall hold office for a term equal to the unexpired term of the officer they succeed.

ARTICLE 6
CONTRACTS, LOANS, CHECKS AND DEPOSITS

Section 6.1 Contracts. The Board may authorize any officer or officers, agent or agents, to enter into any contract or execute and deliver any instrument in the name of and on behalf of the Corporation, and such authority may be general or confined to specific instances.

Section 6.2 Loans. No loans shall be contracted on behalf of the Corporation and no evidence of indebtedness shall be issued in its name unless authorized by a vote of the owners as presented from the Board. Such authority may be general or confined to specific instances.

Section 6.3 Checks, Drafts, etc. All checks, drafts or other orders for the payment of money, notes or other evidences of indebtedness issued in the name of the Corporation, shall be signed by the President or Treasurer, or such other officer or officers, agent or agents of the Corporation and in such manner as shall from time to time be determined by resolution of the Board.

ARTICLE 7
ASSESSMENTS

Section 7.1 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 salaries, wages, payroll taxes, legal and accounting fees, working capital fund, supplies, materials, parts, services, maintenance, repairs, replacements, landscaping, expenses incurred pursuant to any health care agreements, pest control services, insurance, fuel, utility charges, power and all other Common Expenses. To the extent that the assessments and other cash income collected from the Unit Owners during the preceding year shall be more or less than the expenditures of such preceding year, the surplus or deficit, as the case may be, shall also be taken into account. The annual budget shall also take into account the estimated net available cash income for the year from the lease, operation or use of the Common Elements. The annual budget shall provide for a reserve for contingencies for the year and a reserve for replacements of those Common Elements that must be replaced on a periodic basis, in reasonable amounts as determined by the Board. A Reserve Study Update must be completed at least every 3 to 5 years. The Board shall budget annually a working capital fund equal to at least two months' estimated total Common Expense assessments for the purpose of cash flow management.

Section 7.2 Assessments. The Board shall approve the estimated annual budget for each fiscal year and shall furnish copies to each Unit Owner, not later than thirty (30) days prior to the beginning of such year. On or before the last day of the month preceding the first quarter and of each succeeding quarter of the year covered by the annual budget, each Unit Owner shall pay, as their respective quarterly assessment for the Common Expenses, one-quarter of their Share of Common Expenses for such year as shown by the annual budget. Such Share of Common Expenses for each Unit Owner shall be 1/30th of the total Common Expenses. In the event that the Board shall not approve an estimated annual budget or shall fail to determine new quarterly assessments for any year, or shall be delayed in doing so, each Unit Owner shall continue to pay in advance each quarter the amount of their respective quarterly assessment as last determined. Each Unit Owner shall pay their quarterly assessment before the first day of each quarter to the Managing Agent or as may be otherwise directed by the Board. No Unit Owner shall be relieved of their obligation to pay their assessment by abandoning or not using their Unit, the Common Elements, or the Limited Common Elements.

The Board shall every three to five years contract with a qualified engineer to prepare a reserve study which describes common area replacement and improvement requirements over time and forecasted costs which shall be Common Expenses. The Board shall maintain and invest a restricted reserve fund into which

quarterly reserve contributions shall be made and from which future withdrawals are to be made to pay for material building replacements and improvements.

The annual reserve fund contribution shall be at least ten percent (10%) of total budgeted revenues for that year or the annual contribution required by the most recent Reserve Study, whichever is greater

Section 7.3 Partial Year or Month. If a Unit Owner acquires ownership of a Unit in the middle of a fiscal year, then the quarterly assessments for that Unit Owner shall be proportionate to the number of months and days in such quarterly period covered by the annual budget for the year the Unit was acquired by said Unit Owner. Commencing with the date that a Unit Owner acquires ownership of their Unit, each Unit Owner shall pay their assessments for the following quarter or fraction of a month, which assessment shall be in proportion to 1/30th of the total assessment for the year and the number of months and days remaining in the fiscal year covered by the current annual budget, and which assessment shall be as computed by the Board.

Section 7.4 Annual Report. Within ninety (90) days after the end of each fiscal year covered by an annual budget, or as soon thereafter as shall be practicable, the Board shall cause to be furnished 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 7.5 Supplemental Budget. In the event that during the course of any year, it shall appear to the Board that the monthly assessments, determined in accordance with the estimated annual budget for such year, are insufficient or inadequate to cover the estimated Common Expense 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 which Supplemental Budget shall be furnished to each Unit Owner, and thereupon a supplemental assessment shall be made on each Unit Owner for their Share of Common Expenses of such Supplemental Budget as provided in the Declaration. Upon furnishing such a Supplemental Budget and corresponding assessments, the additional assessments shall be a lien on the respective Units, payable monthly.

Section 7.6 Lien. It shall be the duty of every Unit Owner to pay their Share of Common Expenses, as provided in the Declaration, and as assessed in the manner herein provided.

If any Unit Owner shall fail or refuse to make any such payment of the Common Expenses when due, the amount thereof together with interest thereon at the Penalty Rate after said Common Expenses become due and payable, shall constitute a lien, as provided in the Declaration, enforceable by the Board, on the interest of such Unit Owner in the Property; provided, however, that 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 that are due and payable from and after the date on which such mortgage owner or holder either takes possession of the Unit, accepts a conveyance of any interest therein (other than as security) 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 of this Section 7.6 shall not be amended, changed, modified or rescinded in any way without prior written consent of two-thirds (2/3) of the holders of record of mortgages against all or part of the Property. Nothing herein shall be deemed to derogate the right of the Association to recover unpaid assessments and charges from a defaulting Unit Owner personally, without the foreclosure of lien rights or resort to other remedies.

The Association or its successors or assigns, or the Board or its Agents, 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 other fees and expenses, together with interest and reasonable attorney's fees to be fixed by the Court. The Board or the Association shall have the authority to exercise and enforce any and all rights and remedies as provided for in the Act, the Declaration or these Bylaws, or as are otherwise

available at law or in equity, for the collection of all unpaid assessments or otherwise enforce the obligations imposed by the Act, the Declaration, these Bylaws or the Rules and Regulations adopted by the Board.

Section 7.7 Records and Statement of Account. The Board shall cause to be kept the records required and detailed and accurate records of the receipts and expenditures affecting the Common Elements and Limited Common Elements, specifying and itemizing the Common Expenses incurred. Payment vouchers may be approved in such manner as the Board may determine.

The Board shall, upon receipt of ten (10) days' written notice to it or the Association and upon payment of a reasonable fee, furnish to any Unit Owner a statement of their account setting forth the amount of any unpaid assessments or other charges due and owing from such Unit Owner, which statement of account shall be conclusive evidence of the amount of unpaid assessments or other charges due as of the date stated in said statement.

Section 7.8 Discharge of Liens. The Board may cause the Association to discharge any mechanic's lien or other encumbrance that in the opinion of the Board may constitute a lien against the Property or the Common Elements, rather than a lien against only a particular Unit ownership. When less than all the Unit Owners are responsible for the existence of any such lien, the Unit Owners responsible shall be jointly and severally liable for the amount necessary to discharge the same and for all costs and expenses including attorney's fees, incurred by reason of such lien.

Section 7.9 Holding of Funds. All funds collected hereunder shall be held and expended for the purposes designated herein, and (except for such special assessments as may be levied hereunder and under the Declaration against less than all the Unit Owners and for such adjustments as may be required to reflect delinquent or prepaid assessments) shall be deemed to be held for the benefit, use and account of all the Unit Owners in the percentages set forth in the Declaration.

Section 7.10 Late Fees, Etc. The Board may impose reasonable fees on Unit Owners for: (1) late payments of any regular or special assessments or for payments made in a form not approved by the board; (2) after notice and an opportunity to be heard, violations of the declaration, bylaws, and rules of the association; and (3) the preparation and recordation of amendments to the declaration, resale certificates required by sellers or buyers, or statements of unpaid assessment

ARTICLE 8

ABATEMENT AND RESTRAINT OF VIOLATIONS BY UNIT OWNERS

The violation of any rules or regulations adopted by the Board or the breach of any provision contained herein, or the breach of any provision of the Declaration, shall give the Board the right, in addition to any other rights set forth in these Bylaws:

- (a) to enter the Unit, upon reasonable notice and at reasonable hours, in which or as to which such violation or breach exists and to summarily abate or remove, at the expense of the defaulting Unit Owner, any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof, and the Board shall not thereby be deemed guilty in any manner of trespass; or
- (b) to enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach; or
- (c) to proceed with both (a) and (b) above.

ARTICLE 9

RESERVED

ARTICLE 10
MISCELLANEOUS PROVISIONS

Section 10.1 Facsimile and Electronic Signatures. In addition to the provisions for use of facsimile and electronic signatures elsewhere specifically authorized in these Bylaws, facsimile and electronic signatures of any officer or officers of the Corporation may be used whenever and as authorized by the Board or a committee thereof. An “electronic signature” is any electronic symbol or process attached to or logically associated with a document sent by electronic transmission and executed or adopted by a person with the intent to sign such document. Electronic signature includes (i) a unique password or unique identification assigned to a person by the Corporation; (ii) a person’s typed name attached to or part of an electronic transmission sent by or from a source authorized by such person such as an e-mail address provided by such person as that person’s e-mail address; (iii) a person’s facsimile signature; and (iv) any other form of electronic signature approved by the Board.

Section 10.2 Corporate Seal. The Corporation shall not adopt an official seal.

Section 10.3 Fiscal Year. The fiscal year of the Corporation shall be from the first day of January through the last day of December.

Section 10.4 Corporate Records. The books and records of the Corporation shall be kept (except that the member list must also be kept at the places described in Section 3.6 of these Bylaws) at the principal office of the Corporation.

Section 10.5 Voting of Stocks Owned by the Corporation. In the absence of a resolution of the Board to the contrary, the President, acting within the scope of their authority as provided in these Bylaws, is authorized and empowered on behalf of the Corporation to attend and vote, or to grant discretionary proxies to be used, at any meeting of members of any corporation in which this Corporation holds or owns shares of stock or mutual funds, and in that connection, on behalf of this Corporation, to execute a waiver of notice of any such meeting or a written consent to action without a meeting. The Board shall have authority to designate any officer or person as a proxy or attorney-in-fact to vote shares of stock or funds in any other corporation in which this Corporation may own or hold such shares.

Section 10.6 Members’ Right to Information.

(a) A Member of the Corporation is entitled to inspect and copy, during regular business hours at the Corporation’s principal office, any of the following records of the Corporation: (i) articles or restated articles of incorporation and all amendments currently in effect; (ii) bylaws or restated bylaws and all amendments currently in effect; (iii) resolutions adopted by its Board relating to the characteristics, qualifications, rights, limitations, and obligations of Members or any class or category of Members; (iv) minutes of all Members’ meetings and records of all action taken by Members without a meeting, for the past three (3) years; (v) all written communications to Members generally within the past three years, including the financial statements furnished for the past three (3) years; (vi) a list of the names and business addresses of the Corporation’s current directors and officers; (vii) tax returns filed with the Internal Revenue Service or Iowa Department of Revenue for the past three (3) years; and (viii) the Corporation’s most recent biennial report delivered to the Iowa Secretary of State. Provided the Member shall have given the Corporation written notice of the Member’s demand at least five (5) business days before the date on which the Member wishes to inspect and copy.

(b) Subject to paragraphs (e) and (f) below, if a Member makes a demand in good faith and for a proper purpose, the Member describes with reasonable particularity the Member’s purpose and the records the Member desires to inspect, and the records requested, are directly connected with the Member’s stated purpose, then the Member shall be entitled to inspect and copy, during regular business hours at a reasonable location specified by the Corporation, any of the following records of the Corporation provided the Member

gives the Corporation written notice of the Member's demand at least ten (10) business days before the date on which the Member wishes to inspect and copy any of the following: (i) excerpts from minutes of any meeting of the Board, records of any actions of a committee of the Board while acting in place of the Board on behalf of the Corporation, minutes of any meeting of the Members, and records of action taken by the Members or the Board without a meeting to the extent not subject to inspection under paragraph (a) above; (ii) accounting records of the Corporation; and (iii) the membership list of the Corporation.

(c) Upon written request from a Member, the Corporation, at its expense, shall furnish to that Member the annual financial statements of the Corporation, including a balance sheet and income statement and, if the annual financial statements are reported upon by a public accountant, that report must accompany them.

(d) The Corporation may impose a reasonable charge, covering the costs of labor and material, for copies of any documents provided to the Member. The charge shall not exceed the estimated cost of production or reproduction of the records.

(e) Without the consent of the Board, no corporate record may be obtained or used by any person for any purpose unrelated to the Member's interest as a Member.

(f) The Corporation may, within ten (10) days after receiving a demand for the inspection of the membership list, deliver a written offer of an alternative method of achieving the purpose identified in the demand without providing access to or a copy of the membership list. A reasonable alternative may include a member-prepared communication mailed by the Corporation at the expense of the Member.

Section 10.7 Director's Access to Records. A director is entitled to inspect and copy the books, records, and documents of the corporation at any reasonable time to the extent reasonably related to the performance of the director's duties as a director, including any duties as a member of a committee, but not for any other purpose or in any manner that would violate any duty to the Corporation.

Section 10.8 Electronic Transmissions. "Electronic transmission" or "electronically transmitted" means any process of communication not directly involving the physical transfer of paper that is suitable for the retention, retrieval, and reproduction of information by the recipient. Notice by electronic transmission is written notice. Notices and written consents may be given by electronic transmission. Each written consent given by electronic transmission shall contain an electronic signature of the person giving such written consent.

Section 10.9 Construction. The terms in these Bylaws, to the extent they are defined in said Declaration, shall have the same definition as set forth in the Declaration, as the same may be amended from time to time. Words and phrases herein shall be construed as in the singular or plural number and as gender neutral, according to the context. In the event of any conflict between the terms and provisions of these Bylaws and the Declaration, the provisions of the Declaration shall control. These Bylaws shall not be amended or altered in any manner inconsistent with the Declaration.

Section 10.10 Severability. The invalidity of any portion or provision of these Bylaws shall not affect the validity of the remaining provisions or portions thereof.

Section 10.11 Fidelity Bonds. The Board may require fidelity bonds from all directors, officers, or agents handling or responsible for Corporation funds and the expense of such bonds shall be a Common Expense of the Corporation.

Section 10.12 Regime Documents. Each Member shall have the obligations as such Member as are imposed upon them by the Declaration and other regime documents as a Unit Owner, and no Member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime

property, except as the same may attach only against their separate interest therein and be removable as such.

ARTICLE 11
SALE AND NOTICE

Unit Owners shall notify members of the Board of Directors of the sale of any Unit within thirty (30) days of the sale and shall furnish the Board of Directors with the name and address and email of the new Unit Owner or Unit Owners. Seller will pay the Association a transfer fee which covers all costs that the Association will incur when transferring the ownership records from the seller to the buyer. The buyer or buyer's agent must provide the Age Verification Form prior to sale.

ARTICLE 12:
INDEMNIFICATION

Section 12.1 Exemption from Monetary Damages. The directors and officers of the Association shall not be liable to the Association for money damages for any action taken, or any failure to act, as directors or officers of the Association, except liability with respect to (1) the amount of a financial benefit received by a director or officer to which the director or officer is not entitled; (2) an intentional infliction of harm on the Association; (3) obtaining from the Association a monetary loan or guarantee of an obligation in violation of these Bylaws or the unlawful distribution provision of the Revised Iowa Nonprofit Association Act ("Act"); (4) an intentional violation of criminal law; or (5) any other action taken or failure to act contrary to requirements of applicable law.

Section 12.2 The Association shall indemnify all officers and directors of the Association to the fullest extent permitted by the Revised Iowa Nonprofit Associations Act, except liability for any of the following: (1) receipt of a financial benefit to which the director or officer is not entitled; (2) an intentional infliction of harm on the Association; (3) obtaining from the Association a monetary loan or guarantee of an obligation in violation of these Bylaws or the unlawful distribution provision of the Revised Iowa Nonprofit Association Act; or (4) an intentional violation of criminal law. The Association may and shall be entitled to purchase insurance for such indemnification to the fullest extent determined from time to time by the Board of Directors. If the Revised Iowa Nonprofit Association Act is hereafter amended to authorize broader indemnification, then the indemnification obligations of the Association shall be deemed amended automatically and without any further action to require indemnification and advancement of funds to pay for or reimburse expenses of its director and officers to the fullest extent permitted by law. Any repeal or modification of this Article shall be prospective only and shall not adversely affect any indemnification obligations of the Association with respect to any state of facts existing at or prior to the time of such repeal or modification.

Section 12.3 Determination to Indemnity. Any indemnification provided for in this article (unless ordered by a court) shall be made by the Association only as authorized in the specific case upon a determination that indemnification of the director or officer is proper in the circumstances because they had met the applicable standard of conduct set forth in this article above. Such determination shall be made (i) by the Board of Directors by a majority vote of a quorum consisting of directors who were not parties to such action, suit, or proceeding; or (ii) by special legal counsel, selected by the Board of Directors by vote as set forth in (i) above, or, if the requisite quorum of the full board cannot be obtained therefor, by a majority vote of the full board, in which selection directors who are parties may participate.

Section 12.4 Indemnification Not Exclusive Remedy. The indemnification provided in this article shall not be deemed exclusive of any other rights to which a person indemnified may be entitled under any bylaw, agreement, vote of disinterested directors or otherwise, both as to action in their official capacity and as to action in another capacity while holding such office, and shall continue as to a person

who has ceased to be a director or officer and shall inure to the benefit of the heirs, executors, and administrators of such person.

ARTICLE 13
AMENDMENTS

These Bylaws may be altered, amended or repealed and new bylaws adopted if such action is proposed and presented in writing to the Members of the Association at least ten (10) days in advance of the date of any meeting where such action shall occur. Approval of any change in the Bylaws must be by a two-third (2/3) vote of the Members entitled to vote under the provisions of these Bylaws.

**AFFIDAVIT
CRAWFORD CONDOMINIUMS ASSOCIATION, INC.**

RE: Parcel "D" of Lots Two (2), Three (3), Four (4), Five (5), Six (6) and Seven (7), except the South five (5) feet of Lot Seven (7), all in W.T. Smith's Addition, and the East fifteen (15) feet of Lots Three (3), Four (4), Five (5), Six (6), Seven (7), and Eight (8), except the South fifteen (15) feet of the East fifteen (15) feet of Lot Eight (8), all in Block One (1), Lee & Little's Addition, all in the City of Ames, Story County, Iowa, as shown on the Plat of Survey filed in the office of the Recorder of Story County, Iowa, on April 13, 2018, as Instrument No. 18-02964, Slide 601, Page 6

The undersigned being first duly sworn upon my oath, do depose and state that I am the Secretary of Crawford Condominiums Owners Association, Inc. (the "Association").

I hereby certify that in accordance with Article XV of the Declaration of Submission of Property to Horizontal Property Regime for The Crawford Condominiums filed in the office of the Recorder of Story County, Iowa, on November 19, 2018, as Instrument No. 2018-10415, as amended, (the "Declaration"), Eligible Mortgage Holders have been notified by certified mail, sent, return receipt requested and sent **December 12, 2023**, of amendments to the Declaration, and the Association considers that approval has been obtained from Eligible Mortgage Holders because no written response has been received by the Association within thirty (30) days after notice was given.

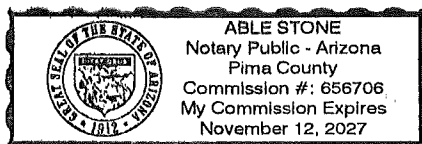
Dated January 29, 2024.


CRAWFORD CONDOMINIUMS OWNERS
ASSOCIATION, INC.

By: 
Denise Bray, its Secretary

STATE OF ARIZONA, COUNTY OF PIMA, ss:

Subscribed and sworn to before me on January 29th, 2024 by Denise Bray,
as Secretary of Crawford Condominiums Owners Association, Inc.



By: 
Notary Public Able Stone