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RECORDED  
SIOUX COUNTY IOWA

2010 FEB - 1 AM 11: 53

FILE 2010 CARD 544

*Quita K. Van Bruggen*  
A. VAN BRUGGEN RECORDER

Document Prepared by: Lloyd W. Bierma, 32 6th St. N.W., Sioux Center, Iowa 51250 (712) 722-2424

## TERES VIEW CONDOMINIUMS

RGC Development, LLC, an Iowa limited liability company, as titleholder of record, hereby makes the following Declaration to submit real property to the provisions of The Horizontal Property Act, Chapter 499B, Code of Iowa, as amended:

### 1. CONDOMINIUM DECLARATION

1.1 **Name:** The condominium structures located on the property shall be known as Teres View Condominiums.

1.2 **Declaration:** This Declaration establishes a plan for the individual ownership of separate areas or space contained in each unit of the improved structures and the co-ownership by the individual and separate owners thereof, as tenants in common, of all of the remaining property hereinafter referred to as general common elements.

1.3 **Covenant:** The provisions of this Declaration shall constitute a covenant to run with the land and shall be binding upon the Grantors, all subsequent owners, and Grantees of all or any part of this real property and improvements thereon, and upon all successors, heirs, executors, administrators, devisees, or assigns of the Grantors or any Grantees.

### 2. DESCRIPTION OF THE REAL ESTATE

2.1 **Legal Description:** The real estate hereby submitted to the provisions of the Iowa Horizontal Property Act is as follows:

All of Block 7, South Ridge Estates, in the Incorporated City of Sioux Center, Iowa, according to the recorded Plat thereof.

2.2 **Building and Improvements:** A full and exact copy of the site plan for the building certified by De Wild, Grant, Reckert & Associates Company by Kevin D. Jongerius,



P.L.S., who is authorized and licensed to practice as a civil engineer in the state of Iowa, as required by Iowa Code Section 499B.6, is attached hereto as "Exhibit A (1-3)" and by reference are made a part of this Declaration.

### 3. CONDOMINIUM BUILDING

3.1 **General Description:** The buildings are separate unit facilities consisting of a total of 21 units, each with separate entrances from the adjacent street known as Teres View Drive.

#### 3.2 Specific Building Components

*See "Exhibit B" attached hereto and incorporated by reference*

### 4. CONDOMINIUM UNITS

4.1 **Definition Of Unit:** "Unit" as referred to herein means three or more rooms occupying all or a part of a floor or floors of these buildings in accordance with the definition of unit as provided in Section 2 of the Iowa Horizontal Property Act.

4.2 **Description Of The Units:** Attached and incorporated herein by reference is a full and exact copy of the plans of the buildings as required by Iowa Code Section 499B.6 of the Iowa Horizontal Property Act. Plans attached as "Exhibit A (2-3)" set out the number, location, approximate area, number of rooms, the immediate common area to which each unit has access, and any other data necessary to properly identify each of the 4 units (Units 9, 10, 11, 12) in the initial development phase. Plans for all other units are tentative. It is anticipated that as development occurs, the subsequent units will be filed as an attachment to this agreement.

### 5. COMMON ELEMENTS AND FACILITIES

5.1 **Generally:** The general common elements and facilities located on this property, which shall be owned by all of the unit owners as tenants in common, shall be the land on which the buildings are erected, the foundations, main sanitary sewer and waterlines, the roofs, and in general all devices or installations existing for the common use of all units such being the entire property other than the individual units owned by the individual owners. The owner of the individual unit shall be deemed to own the interior walls and partitions which are contained in any individual unit.

#### 5.2 Specifically:

A. Common elements and facilities specifically include, but are not limited to, the roof, common and main outer walls, window casings, slabs, trees, sidewalks,

pipes, wire, conduits, ducts, all other public utility lines, all foundations, girders, beams, supports, concrete parking areas, Teres View Drive, lawn sprinklers, entrance gate house and general landscape items such as retaining walls, grass, trees, shrubs and all other parts of the property that are necessary or convenient for the common use, existence, maintenance or safety of the building. Individual unit owners shall not be deemed to own pipes, wires, conduits or other public utility lines running through the units which are utilized for or serve any other unit or units.

B. The individual unit owners shall be deemed to own driveways, decorations and/or finished surfaces of the perimeter walls, floors, and ceilings, including plaster, paint, wallpaper, linoleum, carpeting, etc. provided that such items are deemed to be a permanent part of each unit which may be repaired and/or replaced by the unit owner but never completely removed therefrom.

C. Maintenance of entrance doors and windows are specifically the responsibility of individual unit owners.

D. In the event, pipes, wires, conduits or other public utility lines run through one unit which are utilized for and serve one or more other units a valid easement for the maintenance of such utility line shall exist. In the event that any part of the building is partially or totally destroyed and later rebuilt, repaired, or destroyed a valid easement for the replacement and maintenance of such public utility line shall exist.

## **6. LIMITED COMMON ELEMENTS AND FACILITIES**

There are no limited common elements or facilities except as are specified herein as part of the description of the general elements and facilities or other specific limitations noted in this Declaration.

## **7. PERCENTAGE INTEREST OF EACH UNIT**

7.1 **Percentage Allocation:** Each unit shall have equal percentage interest of the entire horizontal property.

7.2 **Expenses or Surpluses:** Each unit owner shall be liable for the general expenses of the owner's association and share in any surplus of the association in accordance with the percentage of general common elements allocated to each unit.

## **8. VOTING RIGHTS**

8.1 **Number and Proportion:** A total of 21 units is anticipated with 21 votes or such number of units built at completion of the development reflecting 1 vote per unit. There

shall be a total of 21 votes, if all units are developed when the units are completed. The owner of each unit shall have one vote.

**8.2 Majority:** A vote of 51% of the unit owners with a quorum of 60% of the owners present shall constitute a majority vote for all ordinary decisions unless noted otherwise. A majority vote shall be necessary to avoid the obligation of the unit owners to rebuild, repair, restore, or sell the property in the event of damage or destruction of all or part of the property. Any new construction which requires replacement of any unit shall require a majority vote in order to commit all of the unit owners to such construction if the developer no longer has control of the unit.

## **9. INSURANCE**

**9.1 Policies and Premiums:** Insurance in respect to all common elements and facilities including liability related to such shall be purchased and kept in force at all times. Premiums upon insurance policies purchased by the condominium association shall be a common expense allocated to each of the unit owners in proportion to their percentage interest in the condominium. Insurance policies shall be purchased by the association for the benefit of the association, the unit owners, and any mortgagees as their interest in the property may appear. Issuance of endorsements regarding insurance shall be supplied to mortgagees of unit owners if such is necessary.

### **9.2 Coverage:**

A. Casualty insurance shall be obtained in respect to all buildings and improvements upon the land and all property included in the common elements. The amount of coverage shall be equal to the maximum insurable replacement value, excluding foundation and excavation cost, as determined annually by the unit owners.

B. The insurance policy shall include public liability with such amount and with such coverage as determined by the association, workmen's compensation, coverage such as necessary or required by law, and such other insurance as the unit owners determine from time to time to be desirable.

C. Insurance purchased by the association shall not provide coverage for personal property and personal liability of any individual unit owner. Such insurance coverage is to be obtained at the personal expense of any unit owner. The unit owner must also provide a copy of insurance coverage to cover personal property and interior expense to the association to confirm coverage annually.

**9.3 Insurance trustee:** All insurance policies purchased by the association shall be for the benefit of the association, the unit owners, and their mortgagees as their interest may

appear. Any proceeds from insurance covering property losses shall be paid to a person or organization designated as the Insurance Trustee with such Trustee to be approved by 51% of the unit owners. The association, not the insurance Trustee, shall be liable for the securing insurance, payment of premiums, renewal or sufficiency of policies, and for any failure to collect any insurance proceeds. The duty of the insurance Trustee shall be to receive such proceeds as are paid and to hold the same in trust for the benefit of the unit owners in proportion to the unit owner's share of the common elements. Insurance proceeds until paid shall be held in trust for the benefit of the association or for the benefit of the individual unit owners in proportion to their share of the common elements. The share of the individual owners need not be segregated or separately accounted for on the records of the insurance Trustee with the unit owner's shares to be determined as follows:

- A. Common elements: A share of each unit owner in respect to the proceeds paid on account of damage to common elements shall be the same as the unit's undivided share in the common elements.
- B. Units: Proceeds on account of damage to units shall be held, when the building is to be restored for the benefit of the owners of the damaged units "beneficial owners" in proportion to the cost of repairing the damage suffered by each unit owner which cost shall be determined by the unit owners. If the building is not to be restored the undivided share of each unit owner in respect to damage to units shall be the same as each unit's undivided share in the common elements.
- C. Mortgagees: In the event a mortgagee endorsement has been issued in respect to any unit the share of the unit owner shall be held in trust for the mortgagee and the unit owner as their interest may appear. Under no circumstances, however, shall the mortgagee have any right to determine or participate in the determination as to whether or not any damaged property shall be reconstructed or repaired.
- D. Extra Coverage: Each owner shall have the responsibility to obtain insurance for contents or any special coverages desired on the owner's particular unit.

**9.4 Distribution Of Insurance Proceeds:** Proceeds of insurance policies received by the insurance trustee shall be distributed to or for the benefit of the beneficial owners in the following manner:

- A. All expenses of the insurance trustee shall first be paid or provided for by the Trustee after documentation showing good faith expense for the benefit of the condominium association.

B. If the damage for which the proceeds are paid is to be repaired or reconstructed the remaining proceeds shall be paid to defray the cost thereof as provided herein. Any proceeds remaining after paying such costs shall be distributed to the beneficial owners and their mortgagees being paid jointly to the owner and the mortgagee, to the extent of their loss. Any excess funds beyond the loss to the owner shall go to the owner's association.

C. If the association has determined that the damage for which the proceeds are paid shall not be reconstructed or repaired the remaining proceeds shall be distributed to the beneficial owners and their mortgagees if the owner's interest is mortgaged.

**9.5 Association As Agent:** The association is hereby irrevocably appointed as agent for each unit owner and for the mortgagee or other lien holder to adjust all claims arising under insurance policies purchased by the association. The association shall be permitted to execute and deliver releases upon the payment of any insurance claim.

## **10. RESTRICTIONS, COVENANTS, AND CONDITIONS**

**10.1 Use Restrictions:** Each unit shall be used strictly for residential purposes. The owner shall be allowed to rent out individual units so long as such use is in accordance with this Declaration and the By-laws of the association, and subject to the approval of the administrator/manager. Other than being rented out for residential purposes, no units shall be used for any other rental purpose. No unit may be rented out for use for food service without the express written approval of the association.

**10.2 Access:** The association or an agent appointed by them shall have the right to access to each unit to inspect the units related to any easement area held in common with the owners of all units to use pipes, wires, ducts, cables, conduits, public utility lines, and other common elements located in any of the units or serving any unit.

**10.3 Compliance And Acceptance:** All present and future owners, tenants, and occupants of the units shall be subject to and shall comply with the provisions of this Declaration, any By-laws adopted related to this Declaration, and any rules and regulations adopted by the association from time to time. The acceptance of a Deed or conveyance or the entering into a lease or entering into the occupancy of any unit shall constitute an agreement that the provisions of this Declaration, any By-laws, and the rules and regulations as hereafter established or amended, from time to time, are accepted and ratified by such owner, tenant, or occupant. All provisions applicable to any units shall be deemed to be a covenant running with the land and shall bind any person or entity having any interest or estate in any unit as though such provisions were recited

and stipulated at length in each and every Deed or conveyance of any unit or any interest in this real estate.

**10.4 Enforceability:** All unit owners affirm that the invalidity of any provision of this Declaration shall not be deemed to impair or affect in any manner the validity, enforceability, or affect the remainder of this Declaration. In such event, all of the other provisions of this Declaration shall continue in full force and effect as if such invalid provisions had never been included herein. No provision contained in this Declaration shall be deemed to have been aberrated or waived by reason of any failure to enforce the same irrespective of the number of violations or breaches which may occur. Any matters related to condominium ownership and the rights of any owners of units which are not defined, addressed, or resolved by the Declaration shall be subject to and decided by the provisions of the Iowa Horizontal Property Act, Chapter 499B, Code of Iowa as amended.

**10.5 Captions:** All owners acknowledge that captions herein were 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.

## 11. SOUTH RIDGE ESTATE DECLARATION

The units within this dedicated condominium shall be subject to the conditions set out in the South Ridge Estate Subdivision which are incorporated by reference.

## 12. AMENDMENTS


**12.1 Majority required:** This Declaration may be amended by a majority vote (a majority vote being 51% of eligible voters as set out in Paragraph 8.2) of the unit owners cast in person or by proxy at a meeting duly held in accordance with the provisions of the By-laws adopted by the condominium association.

**12.2 Iowa law applies:** No amendment shall, however, be adopted contrary to or inconsistent with any provisions of the Iowa Horizontal Property Act.

**12.3 Recording:** Any amendment of this Declaration that is approved shall be recorded in the office of the Sioux County Recorder and shall not be effective until recorded.

IN WITNESS WHEREOF the Grantors have executed this Declaration this 29 day of January, 2010.

RGD DEVELOPMENT, L.L.C.

By:   
Larry Den Herder, Authorized Representative

STATE OF IOWA, SIOUX COUNTY, ss:

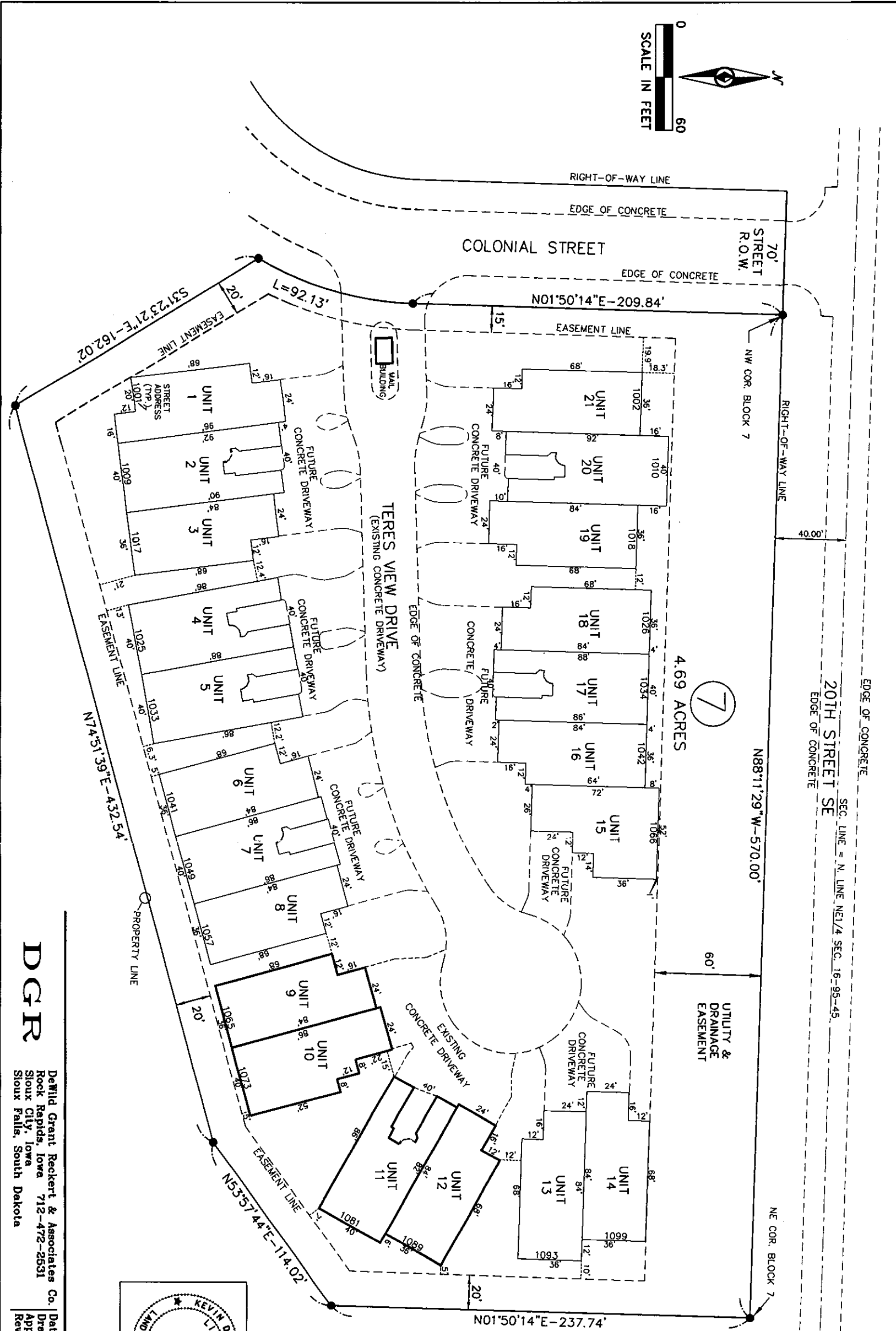
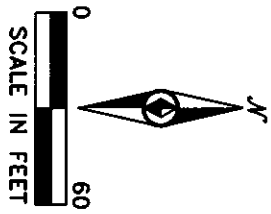
On this 29 day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Den Herder to me personally known, who being by me duly sworn, did say that he is the Authorized Representative of RGC Development, LLC; that said instrument was signed on behalf of said limited liability company and that Larry Den Herder as the Authorized Representative, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



Lloyd W. Bierma  
Notary Public in and for said state and county



PREPARED BY: DGR & ASSOCIATES CO., 1302 S. UNION STREET, P.O. BOX 511, ROCK RAPIDS, IOWA, 51246 712-472-2531



**SITE PLAN**  
**TERES VIEW ESTATES**  
**SIoux CENTER, IOWA**

**DESCRIPTION:**

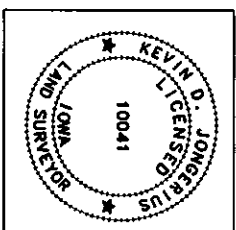
All of Block 7, South Ridge Estates, in the Incorporated City of Sioux Center, Iowa.

**NOTES:**

THE DEVELOPMENT WILL BE CONSTRUCTED IN PHASES. AT THE TIME OF THE SURVEY, PHASE 1, CONSISTING OF UNITS 9-12 (1065 TERES VIEW DRIVE, 1073 TERES VIEW DRIVE, 1081 TERES VIEW DRIVE, AND 1089 TERES VIEW DRIVE), AS WELL AS TERES VIEW DRIVE HAVE BEEN CONSTRUCTED AS SHOWN ON THIS SITE PLAN.

SUBSEQUENT PHASES WILL BE FILED AS AMENDMENTS UPON CONSTRUCTION.

**LEGEND:**  
● SET 1/2" X 30" REBAR WITH YELLOW SURVEYOR'S I.D. CAP NO. 10041



I hereby certify that this land surveying document was prepared and the related survey work was performed by me or under my direct personal supervision and that the State of Iowa has approved this survey under the laws of the State of Iowa.  
By: *Kevin D. Jongens*  
Kevin D. Jongens, P.L.S.  
License Number 10041  
My license renewal date is December 31, 2010  
Survey performed at the request of:  
RGC DEVELOPMENT, LLC

SHEETS COVERED BY THIS SEAL: SHEETS 1 & 2 & 3  
DATE OF FIELD WORK - 10-19-09  
CURRENT PROPRIETOR - RGC DEVELOPMENT, LLC  
SHEET 1 OF 3

**DGR**

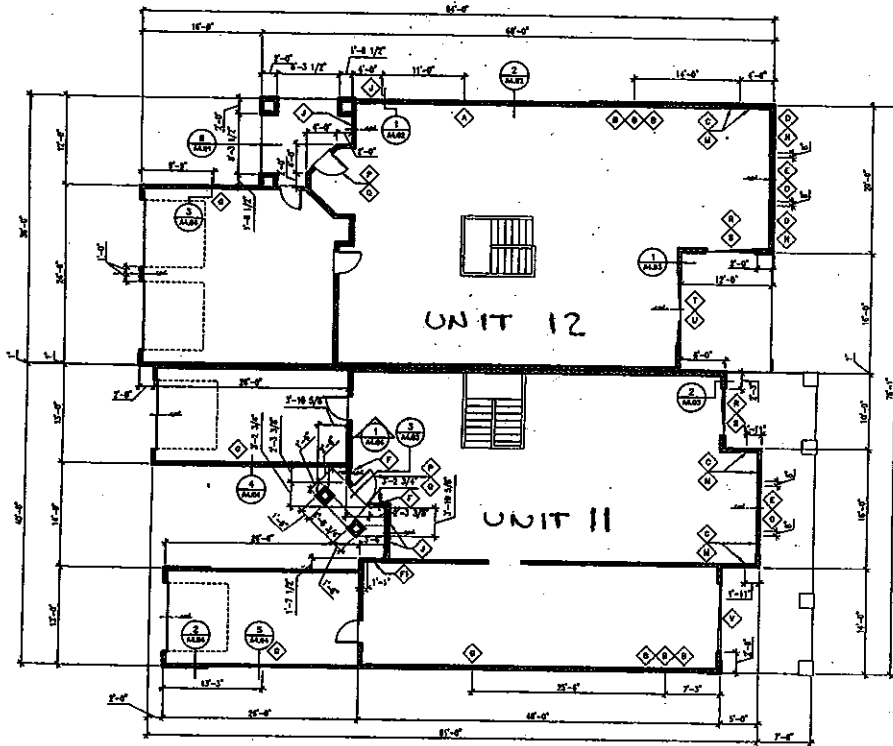
DeWid Grant Reckert & Associates Co.  
Rock Rapids, Iowa 712-472-2531  
Sioux City, Iowa  
Sioux Falls, South Dakota

Date 10-21-09  
Drawn By KDJ  
Approved By KDJ  
Revised 12-08-09  
PROJECT NO. 358010  
DWG. # P:\03\068\010\358010\DWG\RESURVEYPLAN.DWG

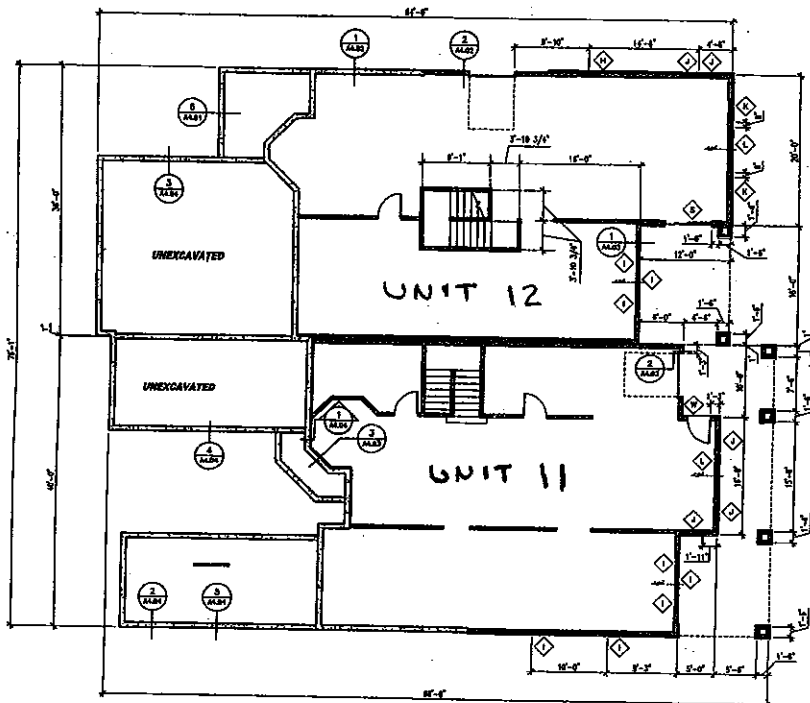


PREPARED BY: DGR & ASSOCIATES CO., 1302 S. UNION STREET, P.O. BOX 511, ROCK RAPIDS, IOWA, 51246 712-472-2531

FLOOR PLAN  
TERES VIEW ESTATES  
SIOUX CENTER, IOWA



MAIN FLOOR PERIMETER PLAN - UNITS 11 & 12 (ONLY BEARING WALLS SHOWN)



LOWER FLOOR PERIMETER PLAN - UNITS 11 & 12 (ONLY BEARING WALLS SHOWN)

SHEET 3 OF 3

## RGC Condo Development: Typical Spec for Units 9, 10, 11 & 12

All permits and utility connections

### Excavation:

- Excavation for 9' basement, backfill, and grading

### Exterior Concrete & Decking:

- Front entry
- Sidewalk from front entry to driveway (4' wide)
- Lower level @ doors 10' x 12' approx.
- Upper level 10' x 12' deck (cedar, railing and glass)
  - Options: additional cement, bigger deck

### Basement:

- Poured 9' basement walls
- 8" x 16" concrete footings
- Basement floor will be poured concrete
- Footings will be drained tiled

### Framing:

- 2x6 exterior walls 16" o.c. with 7/16 o.s.b. sheathing
- 2x4 interior walls and garage walls 16" o.c.
- 2 x 10 headers over bearing openings
- Roof and floor truss system
- 5/8" o.s.b. sheathing on roof
- 3/4" tongue and groove o.s.b. sheathing glued and nailed on floor trusses
- Two full walls for better sound deadening and fire rating
  - Party wall consists of: 5/8" sheetrock, 2x6 stud wall, 2 layers of 1/2" sheetrock, 2x6 stud wall, 5/8" sheetrock, walls will be blown in with cellulose insulation

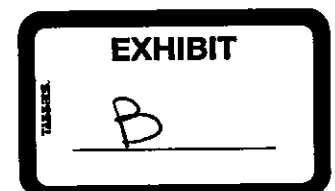
### Exterior Finish:

- Exterior walls will be a combination of cultured stone and EHFS
- Aluminum soffit and fascia
- Certain Teed Landmark 30 year shingle over 15# felt
- Seamless gutters

Windows: Windows with low-E and argon gas treated glass, color will be dark brown

### Insulation:

- House ceilings will have R-50 blown in cellulose
- Exterior house walls will be a total of R-24
- Exterior house walls will have R-17 blown cellulose
- Garage ceiling will have R-19 blown cellulose
- Garage walls will have R-11 blown cellulose



#### Interior Finish:

- Windows, doors (hollow core), baseboard and trim will be painted MDF
- Pre-finished composite closet shelving
- Ceiling sheetrock will be 5/8" sheetrock
- Walls will have 1/2" sheetrock with 5/8" sheetrock where fire wall is required by code
- Sheetrock corner will be rounded

#### Garage finish:

- 2 - 9x7 steel insulated overhead doors with operators (clopay pro series door, model GDISP)
- walls and ceilings will be sheetrocked, taped, textured and painted
- sloped concrete floor

#### Plumbing:

- Connection to existing water supply and sewer
- wirsbo water lines to all fixtures
- one electric hot water heater 52 gallons
- vanity sinks
- stainless steal sink kitchen sink
- toilets
- laundry sink
- showers with glass doors (tub showers units do not have glass doors)
- water supplied to refrigerator
- chrome faucets

#### Heating and cooling:

- heat pump 14 seer and air conditioner
- air exchanger

#### Electrical:

- All wiring will be installed per codes
- catv and phone lines in each bedroom, kitchen, great room and living room
- # of openings as per code
- Fixtures per allowance

#### Landscaping:

- Sprinkler
- Grass seeding
- 2' boarder of rock around unit

#### Allowances:

Cabinets, vanities, built-ins and tops  
Lighting fixtures and ceiling fans  
Flooring  
Closet shelving allowance

# TERES VIEW CONDOMINIUMS

## BY-LAWS

The provisions of these By-Laws are applicable to Teres View Condominiums, a set of condominiums located at Sioux Center, Iowa. The By-Laws are adopted in accordance with Section 499B.15 of the Iowa Horizontal Property Act. All or future owners, tenants, or any other persons that might use the facilities of Teres View Condominiums in any manner are subject to the provisions of these By-Laws. The acquisition and rental of any units in these condominiums or the actual occupancy of any of the units shall signify and subject those occupying to the provisions of any rules and regulations included in these By-Laws or any subsequent amendment of the By-Laws.

### 1. ADMINISTRATION

1.1 The owners of the units shall constitute an association of owners who will have the responsibility of administering, approving any budgets, establishing and collecting any monthly assessments, and arranging for the management of this condominium project.

1.2 **Temporary & Final Administration:** RGC Development, LLC (hereinafter referred to as "RGC") will be the developers and will be responsible as the administrator of the property until all units are sold unless determination is made earlier by RGC to relinquish the administration to the association. The association shall consist of all unit owners. Selection of co-administrators or co-managers by RGC will act as administrators of the property. After the administration is turned over to the association by RGC to Teres View, LLC, selection of administrative committees shall be made and administered as set out in these By-laws. The timeline as to the complete development of the project will be contingent on market conditions, economic factors and the extent of sales which may occur over a period of time.

### 1.3 Board of Administrators:

A. Number and Qualifications: The association shall be governed by a board of administrators selected by the representatives of the units. One representative shall be designated from each unit owner.

B. Duties: The board of administrators shall have the powers and duties necessary for the administration of the affairs of the association and may do all

acts or things that are allowed by law, by these By-Laws, or by subsequent resolutions of the association. The board shall be specifically responsible for the following:

1. Care, upkeep, and surveillance of the maintenance in common areas and units as well as any facilities of the project.
2. Collection of monthly assessments from the owners.
3. Designation and dismissal of personnel necessary for maintenance and operation of common areas and facilities.
4. Determining the manner and method of maintenance, repair, and replacement of common areas and facilities.
5. Approving payment for any maintenance, repair, and replacement of common areas and facilities.
6. Books of account shall be maintained by the association and available for inspection by the unit owners.
7. Maintain reserves of 10% in excess of anticipated costs.

C. Chairman and Secretary: The board of administrators shall at their first meeting elect a chairman and a secretary. The chairman shall preside over meetings. The secretary shall keep a minute book wherein all resolutions or decisions made by the board of administrators are recorded. The chairman and secretary shall be elected by a vote of the majority of the owners and shall hold office until the next annual meeting of the association and until their successors are elected and qualified.

D. Management Agent: The board of administrators may employ for the association a management agent at a compensation established by the board. The management agent shall perform such duties and services as the board shall authorize.

E. Committees: The temporary administration and the board of administration may set up committees from time to time either as temporary or permanent committees for the purpose of implementing the administration of the condominium and to delegate to such committees any functions or responsibilities which are not by law or condominium documents required to be performed by the co-administrators.

1.4 **Meetings & Notice**: Meetings of the association shall be held at a place convenient to and designated by the board of administrators. The annual meeting of the association shall be held within the first two weeks of September each year. Notice

of any meeting shall be delivered to the owners of each unit at least seven (7), but not more than thirty (30) days prior to such meeting, with the notice by e-mail, electronic communication, fax, postal service or personal delivery. At the annual meeting, the association shall transact such business as may properly come before it. Financial statements showing current financial condition of the association as of August 30 shall be available to the unit owners. Other meetings may be called, as is necessary, by the chairman of the board of administrators or upon the written request of at least 10 unit owners. The secretary of the association shall give notice of each annual or special meeting stating the time and place of the meeting. Notice of any meeting shall be delivered to the owners of each of the apartment units at least seven but not more than thirty days prior to such meeting. Meetings can be held at any time without compliance with this notice provision if all unit owners have waived notice or if the meeting is held with all unit owners present or represented.

## 2. VOTING

2.1 **Voting:** Voting shall be on a percentage basis and the percentage of the vote to which the owner is entitled is the percentage assigned to each unit in the declaration.

2.2 **Majority of Owners:** As used in these By-Laws, the term "majority of owners" shall mean those owners holding 51% of the condominium units of the votes in accordance with the percentage assigned in the By-Laws as set out in Paragraph 8.2.

2.3 **Quorum:** Except as otherwise provided in these By-Laws, the presence in person or by proxy of a "majority of owners" as defined in Paragraph 8.2 of the By-Laws shall constitute a quorum.

2.4 **Proxies:** Votes may be cast in person or by proxy. Proxies may be filed with the chairman of the board of administrators before the appointed time of each meeting.

## 3. MAINTENANCE, REPAIRS, AND RULES

3.1 **Assessments:** All owners shall be obligated to pay monthly assessments imposed by the association which shall include all project communal expenses, premiums for a liability insurance policy, and premiums for an insurance policy to cover repair and reconstruction work in case of hurricane, fire, earthquake or other hazard. The assessment shall be made in accordance with the percentage interests established in the declaration. Such assessments shall include quarterly payments to a general operating reserve and a reserve fund for replacements. Such assessments shall be paid to the management agent and the association shall have a lien on the apartment unit of any owner for any unpaid assessment.



**3.2** Each co-owner, whether one or more persons, shall be and shall remain personally obligated for the payment of all assessments levied with regard to his or her unit during the time that he or she owns any interest in the unit. The payment of an assessment shall be in default if such assessment is not paid in full on or before the due date established by the co-administrators or administrator for such payment. In the event of default by a co-owner and the payment of any installment of the annual assessment levied against his or her unit, the association shall have the right to declare any unpaid installments of annual assessments for the pertinent fiscal year immediately due and payable. A co-owner shall not be entitled to vote at any meeting as long as such default continues.

Unpaid assessment shall constitute a lien upon the unit prior to all other liens except unpaid real estate taxes and special assessments and any sums unpaid on a first mortgage of record. The association may also enforce collection of subsequent assessments by a suit for a money judgment or by foreclosure of the lien that secures payment of the assessments. Each co-owner and every other person except a first mortgagee, who from time to time has any interest in the condominium, shall be deemed to have granted to the association the unqualified right to elect to foreclose on such lien, either by judicial action or any other legal remedy. The association is granted "power of sale" and such other rights as it may exercise under the law in satisfaction of the outstanding unpaid default balance. The default may further be recorded of record if not paid within ten (10) days of such notice of default.

**3.3 Maintenance and Repair:**

A. Every unit owner shall be required to maintain and repair his or her individual unit. If a unit owner fails to perform maintenance on his or her individual unit and such failure affects the whole project of any part of the project belonging to other owners such unit owners shall be responsible for any damages or liabilities that result from failure or the unit owner to properly maintain and repair such unit.

B. All the repairs of internal installations of the unit such as water, lights, gas, power, sewage, telephones, air conditioners, sanitary installations, doors, windows, lamps and all other accessories belonging to the unit areas shall be at the owner's expense.

C. An owner shall reimburse the association for any expenditures incurred in repairing or replacing any common area and facility through his or her fault.

D. In the event of a catastrophic loss by fire, hazard or other cause, the owner will rebuild his or her unit and cover costs not covered by the insurance of the association.

**3.4 Use of Apartment Units, Common Areas and Facilities:**

A. All units shall be utilized for residential purposes only.

B. An owner shall not make structural modifications or alterations in his or her unit or installations located therein without previously notifying the association in writing, through the management agent, if any, or through the chairman of the board of administrators, if no management agent is employed. The association shall have the obligation to answer within ten (10) days and failure to do so within the stipulated time shall mean that there is no objection to the proposed modification or alteration.

C. Each owner shall have primary and exclusive use of the driveway areas providing access in and out of the garage units which the owner owns. No owner shall place or cause to be placed any structure, furniture, or facility of any type on any common areas or on any adjoining driveway areas without the specific written approval of the majority of the unit owners.

**3.5 Right of Entry:**

A. An owner shall grant the right of entry to the management agent or to any other person authorized by the board of administrators for the association in case of any emergency originating in or threatening his or her unit, whether the owner is present at the time or not.

B. Any owner shall permit other owners, or representatives, when so required, to enter his or her unit for the purpose of performing installations, alterations or repairs to mechanical or electrical services, provided that requests for entry are made in advance and that such entry is at a time convenient to the owner. In case of an emergency, such right of entry shall be immediate.

**3.6 Rules of Conduct:**

A. No pets shall occupy or inhabit any of the units, garages, or common areas, except with the consent of the administrator/management agent.

B. No occupant of the project shall post any advertisement or posters of any kind in or on the project except as authorized by the association.

C. Occupants shall exercise extreme care about making noises or the use of musical instruments, radios, television and amplifiers that may disturb other residents.

D. It is prohibited to hang garments, rugs, etc. from the windows or from any of the facades of the project.

E. It is prohibited to dust rags, etc. from the windows or to clean rugs, etc. by beating on the exterior part of the project.

F. It is prohibited to dispose of garbage or trash in plastic bags if those are susceptible to neighborhood pets and could result in breakage. Such trash should be place in appropriate disposal containers.

G. No owner, resident or lessee shall install wiring for electrical or telephone installation, television antenna, machines or air conditioning units, etc. on the exterior of the project or that protrude through the walls or the roof of the project except as authorized by the association.

H. No campers, recreational vehicles, trailers or vehicles shall be stored or left on the premises unless the same belong to short term visitors, not to exceed a period of one week, unless a majority of the owners agree and consent to a longer placement. If campers, recreational vehicles, trailers or other vehicles are left for a short period of time, they shall not obstruct the neighbor's property or driveways.

I. There will be no trees, shrubs or gardens planted after the initial landscaping of the property without the consent of the majority of the unit owners.

#### 4. NOTICE

4.1 Notice to Association: An owner who mortgages his or her unit, shall notify the association through the management agent, if any, or the chairman of the board of administrators in the event there is no management agent, the name and address of his or her mortgagee; and the association shall maintain such information in a book entitled "Mortgagees of Units".

4.2 Notice of Unpaid Assessments: The association shall, at the request of a mortgagee of a unit, report any unpaid assessments due from the owner of such unit.

#### 5. REMEDIES FOR DEFAULT

5.1 Relief Available: Any default by a unit owner shall entitle the association or other member or members to the following relief:

A. Failure to comply with any terms or conditions of the condominium documents shall be grounds for relief, which may include, without limitation, and action to recover sums due for damages, for injunctive relief, for foreclosure of a lien in accordance with these condominium By-laws, or any combination thereof and such relief may be sought by the association, or, if appropriate by an aggrieved member or by grieved owner or unit owners.

B. In any proceeding arising of an alleged default or by any member, the association, if successful, shall be entitled to recover the cost of the proceeding

and such reasonable attorneys fees (not limited to statutory fees) as may be determined by the Court, but in no event shall any member be entitled to recover such attorneys fees.

6. AMENDMENTS

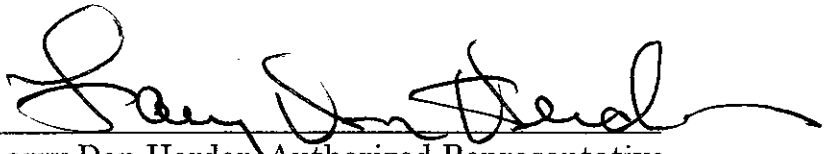
These By-Laws may be amended by the association in a duly constituted meeting for such purpose and no amendment shall take effect unless approved by owners representing 75% of all outstanding condominium owners of the total interest of all units in the project as shown in the declaration, subsequent to the termination of the temporary administration.

7. APPLICABLE LAW

These By-Laws are set forth to comply with the requirements of Section 499B.15 of the 2008 Code of Iowa, as amended. In case any of these By-Laws conflict with the provision of said statute, it is hereby agreed and accepted that the provisions of the statute will apply.

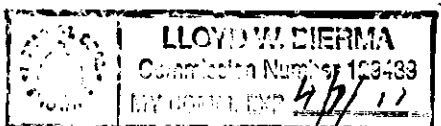
IN WITNESS WHEREOF, the grantors have executed these initial by-laws on this 29<sup>th</sup> day of January, 2010.

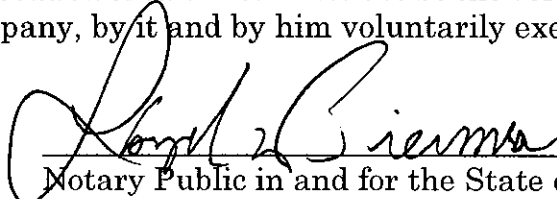
RGC DEVELOPMENT, LLC

By:   
Larry Den Herder, Authorized Representative

STATE OF IOWA, COUNTY OF SIOUX, ss:

On this 29 day of January, 2010, before me, the undersigned, a Notary Public in and for said State, personally appeared Larry Den Herder to me personally known, who being by me duly sworn, did say that he is the Authorized Representative of RGC Development, LLC; that said instrument was signed on behalf of said limited liability company and that Larry Den Herder as the Authorized Representative, acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company, by it and by him voluntarily executed.



  
Notary Public in and for the State of Iowa