

DECLARATION OF SUBMISSION OF PROPERTY  
TO  
HORIZONTAL PROPERTY REGIME  
FOR  
LEXINGTON EAST UNIT ONE, A CONDOMINIUM

The undersigned, MIDWEST DEVELOPMENT CO. (hereinafter referred to as Developer), of Cedar Rapids, Iowa, hereby executes this instrument of Declaration of Submission of Property to a Horizontal Property Regime to be known as "LEXINGTON EAST UNIT ONE, A CONDOMINIUM", all pursuant to Chapter 499B, 1987 Code of Iowa, entitled "Horizontal Property Act", the same to take effect when filed for record in the office of the Recorder of Linn County, Iowa.

29161  
DOCUMENT NO. \_\_\_\_\_  
RECORDING FEE 430.00  
AUD. FEE 5.00

ARTICLE I

PURPOSE AND CERTAIN DEFINITIONS

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

2. Definitions. The terms employed shall have the meanings given them in Chapter 499B, of the 1987 Code of Iowa, unless the context or the more particular provisions of any condominium document requires a different one. Certain terms are used as follows:

- (a) Plural and Gender. All words or phrases shall be taken to include the singular or plural, according to context, and to include the female, male, or neuter gender, as may be applicable.
- (b) Successors. Reference to Developer, owner or to any entity or association shall include the respective successors, grantees and assigns thereof.
- (c) Tense. Upon the effective date of this Declaration, use of the present tense shall include the future tense, and use of the future tense shall include the past or present tense, as may be applicable, particularly where the subject matter relates to completion of an improvement that has not been or already has been completed, as the case may be.
- (d) Apartment or Unit. The terms "apartment" and "unit" are used interchangeably unless a different construction is specifically spelled out or required by the context. An apartment or unit means, generally, an area defined by surfaces or planes which is capable of being owned as a separate parcel of real property under the Iowa Horizontal Property Act.

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- (e) Garage. The term "garage" means that part of the structure abutting a driveway and intended for, but not limited to, the storage of an automobile.
- (f) Buildings. The term "buildings" as used herein, shall mean and include the four (4) four-unit structures and garages constructed on the real estate hereinafter described.
- (g) Condominium Documents and Property. This Declaration and all Exhibits attached hereto constitute the Condominium Documents. The terms "condominium property" or "the property" include all property, real, personal or mixed, including such as are sometimes referred to as "facilities" submitted now or hereinafter to the Regime, or owned by the Association, if context requires, other than the sole personal property of Developer or any owner.
- (h) Lexington East Unit One Owners Association. A non-profit organization organized under Chapter 504A of the Code of Iowa, to serve as the council of the owners of the apartments submitted to this Regime, sometimes referred to as the Association.
- (i) By-Laws. The By-Laws of Lexington East Unit One Owners Association.

3. An Enlargement of Condominium Property. The Developer may enlarge the condominium property submitted to the Regime to include all or a part of the real estate described in Paragraph 4 below, and the additional buildings to be constructed thereon. This enlargement of the condominium property shall be done if Developer files, in the office of the Recorder of Linn County, Iowa, a written election to do so on or before January 1, 1995. Said election shall state Developer's intention and shall describe the additional real estate to be added and shall further describe the additional buildings to be submitted to the Regime.

In the event the Developer elects to enlarge the condominium property as herein provided, the Developer shall file, in the office of the Recorder of Linn County, Iowa, within a reasonable time after filing said election, an amendment to this Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, a Condominium. Said amendment shall describe the real estate and building to be added to the Regime, and shall contain whatever Exhibits are necessary to fully describe the same. This Declaration shall be effective with respect to and shall apply to the added real estate and building as if said real estate and buildings

were initially submitted to the Regime, provided, however, that the percentage interest in common elements as described herein and as shown on Exhibit "F" shall vary as hereinafter provided.

In the event the Developer makes the election contemplated herein, the percentage interest in common elements appurtenant to all apartments, garages, and storage cubicles shall be adjusted on a pro rata basis at account for the addition of new apartments, garages and storage cubicles. However, the percentage interest in common elements may not be reduced below .30%.

4. All or part of the following described real estate may be submitted to the Developer to the Regime as hereinabove provided:

ALL THAT PART OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIVE (5), LYING SOUTHERLY OF THE SOUTHERLY RIGHT-OF-WAY OF THE CHICAGO, MILWAUKEE, SAINT PAUL AND PACIFIC RAILROAD, EXCEPTING THEREFROM THAT PART DESCRIBED AS FOLLOWS: COMMENCING AT THE SOUTHEAST CORNER OF THE WEST ONE-HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4) OF SECTION FIVE (5); THENCE DUE WEST FOUR HUNDRED SIXTY (460) FEET; THENCE NORTH ZERO DEGREES FORTY-FIVE MINUTES WEST (N 0° 45' W), FOUR HUNDRED SIXTY-SEVEN AND FIFTY-FIVE HUNDREDTHS (467.55) FEET; THENCE SOUTH SIXTY-TWO DEGREES FORTY-ONE MINUTES (S 62° 41' E) TWO HUNDRED FIFTY-EIGHT AND EIGHTY-NINE HUNDREDTHS (258.89) FEET; THENCE DUE EAST TWO HUNDRED THIRTY-ONE AND SIXTY-TWO HUNDREDTHS (231.62) FEET TO THE EAST LINE OF THE SAID WEST ONE-HALF (W 1/2) OF THE SOUTHEAST QUARTER (SE 1/4); THENCE SOUTH ZERO DEGREES FORTY-SIX MINUTES EAST (S 0° 46' E) THREE HUNDRED FORTY-NINE (349) FEET TO THE PLACE OF BEGINNING; AND FURTHER EXCEPTING THEREFROM OAKLAND ACRES FIRST ADDITION TO CEDAR RAPIDS, IOWA; AND FURTHER EXCEPTING THEREFROM THE PUBLIC HIGHWAYS; ALL IN TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE SEVEN (7) WEST OF THE 5TH P.M., LINN COUNTY, IOWA.

5. The Developer may submit only a part of the real estate described in Paragraph 4 above each time land and buildings are submitted to the condominium Regime, and there may be successive submissions of land and buildings until all of the land has been submitted. Each time there is a submission of land, there shall be an amendment to this Declaration as in this Article provided.

ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS

PRINCIPAL MATERIALS

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

LOT ONE AND LOT A LEXINGTON EAST FIRST ADDITION  
IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA.

2. Plat and Site Plan. There is attached hereto as Exhibit "A" and hereby made a part hereof, pursuant to Section 499B.6 of the 1987 Code of Iowa, a Survey of Land submitted to the Horizontal Property Regime. Said Exhibit "A" shows graphically the land submitted to the Horizontal Property Regime. There is attached hereto as Exhibit "B" and hereby made a part hereof, a Site Plan showing the location and dimensions of the buildings hereby submitted and proposed to be submitted to the Horizontal Property Regime. Exhibit "B" further shows graphically the location, dimensions and area of certain common elements either as they now exist or as they are proposed.

3. Access. Exhibit "B" shows the location of Westchester Drive NE, which is a public street in the City of Cedar Rapids, Iowa, and provides ingress and egress from the buildings and land.

4. Particulars of the Apartment Buildings. The apartment buildings are basically rectangular in shape with off-sets, consisting of two (2) stories. The first floor or ground level of each building contains two (2) apartments; one being a three (3) bedroom apartment and the other being a two (2) bedroom apartment. Also located on the first floor, or ground level, are the four garages, one of which is assigned to each of the four apartments in each building and one storage unit assigned to the B Unit. The second floor consists of two (2) apartments, one with two (2) bedrooms and the other with three (3) bedrooms. Also on the second floor is a storage unit assigned to the D Unit.

Each apartment shall have an entrance to an enclosed hall or foyer area, which hall or foyer area will lead to a common entrance or front door, as well as to the hallway connecting the garage units to the building. There is attached hereto as Exhibit "C-1", "C-2", "C-3" and "C-4" a drawing showing the floor plans for each of the four buildings comprising Lexington East Unit One, A Condominium, and Exhibits "D-1", "D-2", "D-3" and "D-4", showing typical apartments. The apartments located on the first floor, or ground level, shall have a patio adjoining the apartment, with access provided by a sliding glass door or atrium door. The apartments located on the second floor shall have a balcony adjoining the apartment, with access provided by a sliding glass door or atrium door.

5. Principal Materials - Apartment Buildings and Attached Garages.

The foundation is a 12" x 54" trenched and poured frost and bearing footing with an 8 1/2" x 12" smooth formed "cap" or stem wall poured on top. A 1 1/2" rigid poly styrofoam insulation is applied to the inside of the cap wall then extended 2'0" laterally under perimeter ducting. Rock fill covers the PVC ductwork, cast iron sewer and K-copper water pipes. A .006 mil poly-ethelene film is laid over the crushed rock fill and a 4" slab is poured to the top of the treated wood plate and a thermal break is formed at the exterior foundation walls.

Factory produced 2x4 stud walls with integral R-13 batt insulation and 1/2" medium density fiberboard are set on "friction fit" sill seal. TJI floor joist or 2 x 10 yellow pine floor joist 16" o.c. and 3/4" T&G plywood (glued and nailed) form the upper story deck. 2 x 4 engineered Hydro-air truss @ 2'0" o.c. with 1/2" CD plywood or 1/2" aspenite (clip spaced) frame the roof.

Interior partitions are 2 x 4 factory-assembled panels with metal gypsum clips.

Exterior coverage is brick or stone with .019 gauge horizontal field applied aluminum siding. The roof is shingled over felt, staple-nailed to 1/2" sheathing.

Windows are single hung aluminum with storms and screens. Atrium doors or patio doors are thermo-break insulated with screen.

Patio doors are thermo-break insulated with screen. Unit doors are insulated steel with exterior weather trim.

The exterior building door is a steel clad foam core door with an intercom security lock.

Party walls are 2 x 4 stud with 3 1/2" batt insulation, 1/2" sound absorbing board (both sides) and 5/8" sheetrock. The floor/ceiling is 3/4" plywood on 2 x 10 joists with 3 1/2" batt insulation, RC-1 sound channel and 5/8" sheetrock. Exterior walls of units are .002 mil polyethelene covered and 1/2" sheetrocked. The upper unit ceilings are 5/8" sheetrock. All sheetrock is nailed or screwed and taped per manufacturers recommendations.

Interior doors and trim are painted six panel masonite or oak flush doors. Cabinets are oak veneer particleboard. The kitchen countertop is laminated plastic with a splash guard. Closet shelves are metal expand-a-shelves.

All floors are either carpet with pad or inlaid vinyl.

Bathtubs or shower units with integral shower shall have fold doors and grab bars. Water closets are ceramic, lavatories are simulated marble and each bath contains a medicine cabinet, vent fan, paperholder, two towel bars and interruptor circuits.

Kitchens are provided with garbage disposal, dishwasher, double bowl stainless steel sink, standard clean ranges and vented hood fans.

All units are supplied with individual furnace, water heater, separate electric, water and gas metering systems. Air conditioning is also basic with each unit.

B & D Units have a designated storage area and each unit has a designated garage. 2nd floor units have 6 x 14 wood decks and 1st floor units have 6 x 14 patios. Fireplaces are optional in every unit.

Exterior walks are 4" concrete and drives are 2" asphalt on a 4" crushed rock base or 4" concrete on a 4" crushed rock base.

Attic ventilation is provided by perforated soffit and vent-a-ridge.

Other "comfort" items added are:

1. Laundry hot and cold bibbs with stand pipe and 220V dryer outlet;
2. All exterior wall and party wall joints are caulked before sheetrock;
3. Sewer waste pipes of 2nd floor are insulation wrapped for sound control;
4. Baseboard (electric) heated hallways from garages to units.

### ARTICLE III

#### LEGAL DESCRIPTION OR IDENTIFICATION OF APARTMENTS, GARAGES, STORAGE CUBICLES, AND THE COMMON ELEMENTS BY PLAN AND NUMBER: CERTIFICATES

1. Plans and Exhibits Attached - Apartment Buildings, Garages and Storage Cubicles. The location of each apartment within the apartment buildings, the number of rooms for each apartment and the dimensions thereof, and the area of the apartments, the common area to which each apartment has access, the particulars of the apartment buildings and the dimensions, area and location of all common elements affording access to each apartment or otherwise are all shown and depicted by survey, plans and/or graphically, insofar as possible, by the following Exhibits attached hereto and made a part hereof:

Exhibit "B"  
Exhibit "C-1", "C-2", "C-3", and "C-4"  
Exhibits "D-1", "D-2", "D-3" and "D-4"

Site Plan  
Survey of Floor Plan  
Floor Plan with Detail  
of Typical Apartment.

2. Complete Plans and Certificate. There is also attached hereto, as Exhibit "E", pursuant to Section 499B.6 of the 1987 Code of Iowa, a full and exact copy of the complete plans of the buildings of Lexington East Unit One, a Condominium, signed and sealed by the Architect, and Exhibits "G" and "H" attached hereto are Certificates of the Land Surveyor and Architect, as appropriate, that Exhibits "A", "B", "C-1", "C-2", "C-3", "C-4" D-1", "D-2", "D-3", "D-4", and "E" constitute a correct representation and legal description of the land, building and other improvements of Lexington East Unit One a Condominium, and that there can be determined therefrom the identification, location and dimensions and sizes, insofar as possible, of each apartment and/or the common elements of the Condominium Regime.

3. Identification of Apartments by Number and/or Letter. Each apartment and its garage and storage cubicle is identified and described by a street address and alphabetical letter assigned to it, and such designation, the location of each apartment and the approximate area of each apartment is set forth in Exhibit "B", and Exhibit "C-1", "C-2", "C-3", "C-4". Exhibit "F" sets forth the percentage interest of undivided ownership and the land and other common elements of the Regime, which is appurtenant to each apartment as explained in detail in Article V. Exhibit "C-1", "C-2", "C-3" and "C-4" also provides data as to the approximate areas of the storage cubicles and garages for each apartment.

#### ARTICLE IV

##### DESCRIPTION - DEFINITION OF COMMON ELEMENTS, APARTMENTS, GARAGE STALLS AND STORAGE CUBICLES

Lexington East Unit One, a Condominium, consists of apartments, garage stalls and storage cubicles which are separate parcels of real estate, individually owned by the owners thereof, and of common property (sometimes referred to as "common elements") which is owned in common by the owners of the respective apartments, garage stalls and storage cubicles. The common elements are either "general common elements" or "limited common elements", and the same, together with the apartments, garage stalls and storage cubicles are described and defined as follows:

1. General Common Elements. The general common elements are the land described in Article II, and all improvements, including the apartment buildings, land described in Article II, and all improvements, including the apartment buildings, and facilities thereof situated on the land, except the apartment units, garage stalls and storage cubicles, and such common elements as are limited common elements. The general common elements include, without being limited thereto, all property defined as such in Section 499B.2(4) of the 1987 Code of Iowa, the land, private driveways, paths, landscaping and plantings, sidewalks, outside lighting systems and fixtures, TV antenna and reception system, general water system and meter therefor, all ventilation and exhaust systems, foyer and hallways and the coverings thereof, stairways, walls, the lighting system and fixtures of the common areas, fire extinguishers, gutters and downspouts, areaways, the chimneys and fresh air ducts, the general heating and air-conditioning systems, equipment for the common areas and the doors to foyers.

All structural elements of the apartment, garage stall, and storage cubicle, including the foundation, slabs, exterior walls, roof and attic, interior load-bearing walls, walls dividing apartments and walls separating apartments from a corridor or other common area, floors dividing apartment levels, and other structural elements of the building not reserved to an apartment as personalty required by Lexington East Unit One Owners Association for its functions as the council of co-owners are general common elements.

All sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities or systems for purposes of utility or other services, such as ventilation, exhaust, heating, air and air-conditioning, to or for an apartment (as distinguished from the actual machine or piece of equipment to which they are connected), are general common elements, notwithstanding the same are located in part within an apartment as hereinafter defined, so long as the same is connected to any such wiring, line and the like. The common elements shall include easements to apartments for all such lines, wiring, ducts and the like, above-referred to, for the furnishing of utility and other services or systems to the other apartments and to the common property and easements of support in every portion of an apartment which contributes to the support of the improvements.



The entrance boulevard as well as Lot A and all improvements contained thereon shall be designated as general common elements and maintained by the association.

2. Limited Common Elements. The limited common elements include such common property which is classified as limited by Section 499B.2(5) of the 1987 Code of Iowa. The common property which is specified and determined to constitute a limited common element for the use of an apartment includes, but is not limited to, the following:

The patio or balcony adjoining that apartment, the doors and windows, including any sliding glass doors, or windows set in the wall of an apartment, and any non-load-bearing partitions or walls within an apartment (but excluding any lines, wires, ducts and the like situated within such partitions).

All fixtures and attachments, machines and equipment in the nature of fixtures or attachments (excluding the lines, wiring, ducts and the like used in connection therewith, and which are defined as general common property) installed during construction and contained within or servicing solely an apartment, such as furnace, air compressor, water heater, range, plumbing and air-conditioning equipment are limited common elements for such apartment.

The numbered mailboxes are limited common elements and one of each is reserved as such for the use of the particular apartment whose number corresponds to the number of such mailbox. The garage doors and storage cubicle doors are limited common elements.

3. Apartments. Each apartment shall consist of the area between the interior surfaces of its perimeter walls (including windows and sliding doors or windows, and including the interior surfaces of the exterior door(s), and between the lower surface of the ceiling and the upper surface of the base floor material. In all cases, an apartment shall include and be defined by the surfaces referred to and include any non-load-bearing partitions within, except that all lines, wires, ducts and the like within any non-load-bearing partition or wall shall be excluded and shall not constitute a part of the apartment for purpose of separate ownership of such apartment.

4. Garage Stalls. Each garage stall shall consist of the area between the interior surfaces of its perimeter walls (including the garage door) and between the lower surface of the ceiling and the upper surface of the concrete slab of the floor.

5. Storage Cubicle. Each storage cubicle shall consist of the area between the interior surfaces of its perimeter walls (including the door), and between the lower surface of the ceiling and the upper surface of the plywood floor.

ARTICLE V

IDENTIFICATION OF BUILDINGS BY NUMBER AND PERCENTAGE  
INTEREST OF EACH UNIT AND GARAGE STALL IN COMMON ELEMENTS:  
VOTING RIGHTS; APARTMENT AND GARAGE FEATURES

1. Percentage of Ownership Interest; Voting Rights. The owner of each apartment shall own as an appurtenance thereto an undivided interest in the lands and other common elements of the Regime, both limited and general, and the amount of such undivided interest is expressed as a percentage. Such percentage of ownership interest shall be the same in both the limited common elements and the general common elements, notwithstanding any exclusive right of use of any limited common element which may be appurtenant to a particular apartment. The sum of the percentage interest appurtenant to the sixteen (16) apartments is one hundred percent (100%) and the amount of the percentage of ownership interest appurtenant to each apartment is set forth in Exhibit "F", attached hereto.

The percentage interest appurtenant to an apartment is also expressed and may be exercised in terms of the number of votes the owner may cast as such owner or as a member of Lexington East Unit One Owners Association. The total number of votes outstanding and entitled to be cast by the owners of the sixteen (16) apartments is one hundred (100) and each owner, as such, and as an Association member shall be entitled to cast such number of such total number of votes as is equal to the amount of percentage interest appurtenant to his apartment. In those portions of the condominium documents dealing with determinations to be made by the owners, as such, or as members of the Association, a requirement that a stated percentage of votes is necessary is equivalent to a requirement that owners who own in the aggregate such stated percentage of the total percentage interest in the common elements must vote in favor of the question or take or approve the proposed action.

2. Identification of Apartments by Number and/or Letter. Exhibit "F" sets forth the following with respect to each apartment: Identification by

number, location and approximate number of square feet as derived from Exhibits "C-1", "C-2", "C-3", "C-4" and "E", by consistent standards generally approved in the building industry.

3. Apartment Features.

(a) In General. The apartments shall be built so that there will be four (4) separate structures, each housing four (4) apartments, four (4) garage stalls and two (2) storage cubicles. All apartments adjoin either a patio (as to ground level apartments), or a balcony (as to apartments situated on the second level) which is a common element for that apartment and which is located opposite a portion of the exterior living room wall and which can be reached by a glass sliding door in that wall. The other particulars of the apartments and floor plans are shown by Exhibits "C-1", "C-2", "C-3", "C-4", "D-1", "D-2", "D-3" and "D-4", but are summarized as follows: In each structure containing four (4) apartments there shall be two (2) three-bedroom apartments containing three bedrooms, two full baths, five closets, a living room, a dining room, a kitchen, an entrance foyer, a dinette, and a utility/laundry room. There shall be two (2) two-bedroom apartments containing two bedrooms, two full baths, four closets, a foyer, a living room, a dining room, a kitchen.

(b) Responsibility for Equipment and Furnishing. The Developer will provide for the apartment, as constructed, a range, dishwasher, furnace, air-conditioning unit, air compressor for air-conditioning (but not located within the apartment), kitchen cabinets and tops, vanities and tops, ceramic, fiberglass tub recesses, interior doors and hot water heater, all light fixtures, carpeting or other floor covering, painted walls and garbage disposal.

The Developer will provide separate meters for the consumption of electricity, gas and water by the apartment occupants. The Developer will also provide an electric meter and a water meter for each building for measuring consumption of those utilities to be used by the Lexington East Unit One Owners Association. The items listed herein and in Subparagraph (c) below are referred to solely for the purpose of clarifying the extent of the

Developer's undertaking, and all such items shall constitute common elements or a part of an apartment or personal property of the owner as is otherwise provided in this Declaration.

(c) Optional Items; Permitted Variations. Various optional items may be provided by the Developer during construction by arranging with and at extra cost to an apartment purchaser. In addition, certain of the items to be provided by Developer set forth in Subparagraph (b) above may be deleted altogether or substitute items of different character provided by the Developer or by the owner. The Developer and owner may, by agreement, delete, relocate, modify or add interior non-load-bearing partitions. In addition the Developer and owner may, by agreement, add an additional exterior entrance-way to the apartment. The addition of any optional item by the Developer on its own initiative or any addition, substitution, deletion or variation above-mentioned by agreement with a purchaser is agreed to by all other apartment owners, and shall not be construed to constitute an amendment to or variation from the terms of this Declaration and, in addition, shall not, in any event, vary or modify the percentage of ownership interest appurtenant to such apartment as herein provided.

## ARTICLE VI

### DEVELOPER'S RESERVED RIGHTS AND POWERS

1. Developer's Activities and Unit Ownership. Developer is irrevocably and perpetually empowered, notwithstanding any other use restriction or other provision of the condominium documents to the contrary, to sell, lease or rent apartments to any person. Developer shall have the right to transact any business relating to construction, sale, lease or rental of the units, including, but not limited to, the right to maintain models, offices, signs, employees and equipment and materials on the premises and to use common elements to show apartments. A sales and rental office, signs and all items and equipment pertaining to sales or rentals or other facilities furnished by the Developer shall not be considered common elements and shall remain its separate property. Developer retains the right to be and remain the owner of completed but unsold apartments, all under the same terms and conditions as other owners including membership in the Association, save for this right to sell, rent, or lease. In addition, apartments owned by the Developer shall be subject only to

assessment and lien for "current expenses" of the Association as distinguished from assessments for "reserves" or "emergencies", as referred to in Article VII, Paragraphs 4 and 5 of the By-Laws of the Association, and Developer shall furthermore have the option of either paying such current expense assessment on unsold apartments, or, in lieu thereof, to make up any deficiencies existing in the current operational and maintenance expense of the Regime. If the Developer makes up such deficiencies, the lien of any assessments against Developer's apartments shall be automatically discharged but the Association, upon request, shall satisfy or release such lien in writing.

2. Construction of Buildings. The construction of apartments shall be in accordance with the terms of this Declaration and the plans and Exhibits attached hereto, except Developer reserves the right, on its own initiative, or pursuant to agreement with the owner of a particular apartment, or at the insistence of mortgagees, any insurance carrier, the architect, or the public authorities, to make or authorize variations therefrom or adjustments of an insubstantial character which are not meaningfully prejudicial to the rights of owners and do not materially affect such rights or the value of an apartment, which variations or adjustments are permitted without necessity of consent by other owners and shall not constitute an amendment to this Declaration. Variations which do materially affect such rights or values shall be limited to change in the location of the condominium or a reduction in size or change in the location, physical layout or design of an apartment, except that slight deviations required by construction or arising from the installation of the walls and/or partitions, changes in the location or design of a non-load-bearing partition, closets or other feature within an apartment, and slight variations in the location of the condominium which an accurate survey would show are permitted and the right to make the same reserved by Developer.

3. Designation of Association Directors. Developer shall have the right to nominate or appoint all of the members of the Board of Directors of Lexington East Unit One Owners Association, who need not be owners of apartments until the first annual meeting of the members of the Association in 1989, or until the annual meeting date or special meeting in any prior year, if at such date in any prior year Developer elects to assign to the Owners Association the right to elect such Board of Directors.

## ARTICLE VII

APPURTENANCES TO APARTMENT OWNERSHIP AND TRANSFER THEREOF: SUBDIVISION

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

(a) Percentage Interest of Ownership of Common Elements and Funds; Liabilities for Expenses. There shall be appurtenant to each apartment the ownership thereof, an undivided percentage interest of ownership in or liability for (1) the general common elements, (2) the limited common elements, (3) the funds and surplus, if any, of Lexington East Unit One Owners Association and (4) the common expenses and liabilities of the Association. Such undivided percentage interest of ownership or liability shall be identical as to each of the four (4) aspects therefor above-named, and the amount of such percentage interest or liability shall be the percentage fixed for the apartment by Exhibit "F", pursuant to Article V, according to the percentage interest of each apartment in the entire Regime.

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

(c) Cross-Easements. The appurtenances shall include, so long as the buildings, common elements and apartments, garage stalls and storage cubicles exist, easements from each apartment, garage and storage cubicle owner to each other apartment, garage stall and storage cubicle owner, and to the Association and from the Association to the respective apartment, garage and storage cubicle owners as required as follows:

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

(ii) Support. Every portion of an apartment, garage or storage cubicle contributing to the support of the apartment building, is burdened with an easement of support for the benefit of all other apartments, garages and storage cubicles, and the common elements in or of the buildings;

(iii) Utility and Other Services. Easements are reserved through the apartments, garage stalls, storage cubicles and common elements for conduits, ducts, plumbing, wiring, piping and other facilities for the furnishing of utility or other services and facilities to the other apartments, garage stalls, storage cubicles and common areas, provided such easements through an apartment, garage stall or storage cubicle shall be only according to the plans and specifications for the buildings as and if varied during construction as herein permitted, unless otherwise agreed by the apartment, garage stall and storage cubicle owner.

(d) Possession and Use of Apartment, Garage Stall and Storage Cubicle, Including Air Space. In addition to the fee simple ownership of an apartment, garage stall and storage cubicle, there shall be, as an appurtenance thereto, an exclusive easement for the possession and use of the air or room space within that apartment, garage stall and storage cubicle, as the same exist from time to time, or as altered or reconstructed from time to time, subject to necessary and authorized easements for maintenance, repair and the like, which appurtenance shall be terminated automatically in the event of termination of the Regime.

2. Assignment or Transfer of Appurtenances; Severance. The ownership of each apartment, garage stall and storage cubicle shall include and there shall pass and be transferred in the event of transfer of ownership of such apartment, garage stall and storage cubicle as a parcel of realty or of any owner's right, title or interest therein, whether by Deed, Mortgage or by other

instrument or otherwise than by an instrument, all of the appurtenances thereto, whether enumerated and separately described or not; and no part of the appurtenance of an apartment, garage stall and storage cubicle may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of the apartment itself, or all apartments in the Regime.

3. Subdivision. No apartment, garage stall or storage cubicle shall be subdivided.

### ARTICLE VIII

#### MANAGEMENT OF REGIME

1. Council of Co-Owners; Membership, Vote or Other Action of Owners.

The business and affairs of the Regime shall be governed and managed by Lexington East Unit One Owners Association (sometimes referred to herein as the "Association"), a non-profit membership corporation organized and existing under Chapter 504A of the 1987 Code of Iowa, which corporation is and shall constitute the council of the co-owners of the buildings and common elements submitted to the Regime, all as provided in Section 499B.2(3) of the 1987 Code of Iowa. Copies of its Articles of Incorporation and its By-Laws are attached hereto as Exhibits "I" and "J". All owners of apartments shall automatically be members of the Association, and membership in the Association shall automatically cease upon termination of such ownership interest.

Whenever a vote or other action of apartment owners as a group is required, the mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Association and the By-Laws.

2. Agreements and Compliance. All owners, tenants, families, guests and other persons using or occupying the Regime shall be bound by and strictly comply with the provisions of the By-Laws of the Association and applicable provisions of the other condominium documents, and all rules and regulations and all agreements and determinations lawfully made by the Association and its Directors, officers, or agents, shall be binding on all such owners and/or other persons. Failure to comply with the By-Laws or the provisions of the other condominium documents or any agreements or determinations thus lawfully made shall be grounds for an action to recover sums due for damages including



legal fees on the part of the Association or any owner as applicable and for mandatory or other injunctive relief, and the employment of one such remedy shall not constitute the waiver of any other.

3. Included Powers; Foreclosure of Lien, Waiver of Partition. Each owner agrees that the Association has, and shall exercise, all powers, rights and authority granted unto it by Chapters 504A and 499B of the 1987 Code of Iowa, and such as are more particularly set forth in the condominium documents, including the making of assessments chargeable to owners and a lien on apartments for any common expenses, and the right to foreclose the lien thereof and acquire an apartment at foreclosure sale to lease, mortgage or convey the same, but such acquisition shall be on behalf of all apartment owners, all of whom, however, shall be deemed to have waived all rights of partition with respect thereto.

4. No Avoidance by Waiver of Use; Right of Entry. The liability of an owner for all assessments made by the Association may not be avoided by waiver of the use or enjoyment of any common element, or by abandonment of an apartment, garage stall or storage cubicle for which the assessment is made. Except in the event of an emergency, the Association shall have the right exercisable at reasonable hours to enter an apartment, garage stall or storage cubicle as may be necessary or advisable to exercise its rights or responsibilities. In the event of an emergency, the Association shall have the right to enter an apartment, garage stall or storage cubicle at any time, as may be necessary or advisable to exercise its rights or responsibilities.

5. Management Contract. Pursuant to authority granted in its By-Laws, the Association may enter into a Contract for professional management of its affairs, and the management fee and other obligations thereof or of any subsequent management Contract shall be a common expense. Any such Contract for professional management of the Condominium project, or any other Contract providing for services by the Developer, sponsor, or builder, must provide for termination by either party without cause or payment of a termination fee on ninety (90) days' or less written notice, and any such Contract shall not be for a period of more than three (3) years.

## ARTICLE IX

MAINTENANCE, ALTERATION AND IMPROVEMENTS

1. Terms. Although the use of one shall not be deemed to exclude the applicability of another, unless specifically so stated or required by the context, certain terms not susceptible to precise delineation are employed in the Article as follows:

"Maintenance" is used generally to include repair, renovation, restoration, reconstruction, rebuilding or replacement as may be necessary to maintain the condominium property in the same condition as when constructed and completed by Developer;

"Alteration" relates to changes from such state other than maintenance;

"Improvement" as distinguished from alteration relates generally to the addition of new and different structures, elements or facilities other than those referred to in this Declaration.

The provisions of this Article are applicable where the work done or required is not caused by a specific casualty or event and shall also apply in the event of maintenance, alteration or improvement necessitated by a specific casualty or event, unless different provision is specifically made in the condominium documents dealing with such contingencies.

2. Maintenance by Association.

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

(b) Incidental damage caused within an apartment, garage stall or storage cubicle through maintenance by the Association shall be repaired by the Association as a common expense.

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

3. Maintenance by Owner.

(a) It shall be the responsibility of each apartment owner, after the Developer has deeded the apartment to the owner, at his own expense, to provide all maintenance of and within his apartment as defined by Article IV, Paragraph 3, and including maintenance of non-load-bearing partitions, of

the interior surfaces of the walls, ceilings, doors, windows, sliding glass doors and floors, which define the apartment, and of any finished or additional surfaces or materials installed by the Developer and/or the apartment owner, such as carpets, wallpaperings, countertops, painting or staining, or other floor, wall or ceiling or other covering of any kind. The owners will also maintain all plug-in appliances and other personalty of any kind within the apartment.

(b) The apartment owner, at his expense, shall be responsible for maintenance of the patio or balcony adjacent to his apartment, and the sliding glass door thereto, all other doors or windows and all limited or general common elements within the apartment, garage stall and storage cubicle. The owner shall maintain and replace all equipment, machines and attachments and fixtures within the apartment, irrespective of whether the same are or might be regarded as personalty or real estate, or as common elements for other purposes, such as air-conditioning and heating equipment or units, ranges, refrigerators, fans, water heaters or other appliances or equipment, including any fixtures and/or their connections required to provide water, light, power, telephone, sewage and sanitary service to the apartment. It is understood that the owner shall be responsible for the maintenance of wiring, piping, conduits, ducts and other service elements within the apartment and of the air compressor and connections thereto servicing his apartment, even though situated without.

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

(d) The apartment owner shall likewise maintain, at his expense, all maintenance of and within his garage stall and storage cubicle, and of the interior surface of said garage stall and storage cubicle, but excluding the garage door and storage cubicle door, which maintenance is a common element.

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

5. Maintenance Involving More Than One Apartment. If maintenance is required involving more than one apartment, the Association, in order to provide centralized direction, may assume responsibility therefor and provide for the same, in whole or in part, as a common expense assessable to all owners.

6. Alterations or Improvements by Apartment Owners. No apartment owner shall make any alteration of or improvement to any apartment, garage stall or storage cubicle or to any of the common elements or remove any portion thereof without approval of the Board of Directors of the Association as to the proper insurance of such alterations or improvements under any master insurance policy purchased by the Association or by an insurance policy purchased by the owner and as to arrangements for bearing the expense of such insurance. In addition, no such alteration or improvement shall be made unless the Board of Directors shall approve the design and safety thereof, and no work by an owner is permitted which would jeopardize the soundness of the building or impair any easement. Any alteration or improvement of an apartment, garage stall or storage cubicle shall neither increase nor decrease the percentage interest in the common elements appurtenant to that apartment, garage stall and storage cubicle.

7. Alteration or Improvement by the Association of all Owners.

No alteration of the apartment buildings, garage stalls or storage cubicles or other common elements, nor further improvements added to the lands or other common elements without the approval of all owners, provided upon the question being put to a vote by referendum ballot or membership meeting, as

provided in the By-Laws, any such alteration or improvement may be done if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor thereof and if the dissenting owners are relieved from the cost and their share of the cost is borne by the assenting owners. Bids shall be taken and the cost accurately estimated before such vote is conducted. An alteration or improvement pursuant to this paragraph shall not alter the percentage interest appurtenant to each apartment in the common elements and such interest shall remain as before, irrespective of whether the owner voted in favor of or against the alteration or improvement.

#### ARTICLE X

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

The ownership, use, occupation and enjoyment of each apartment and of its appurtenances and of the common elements of the Regime shall be subject to covenants, conditions, easements, or other encumbrances of record, and to the provisions of the By-Laws and Articles of Incorporation of the Association, and of this Declaration, all of which provisions, irrespective of where set forth or classified as such, shall with equal status constitute such a covenant, condition and requirement as shall be enforceable and binding as a covenant, condition, restriction or requirement running with the land and shall be binding on and enforceable against all apartments and the owners thereof, and their respective assigns, lessees, tenants, occupants, and successors in interest.

The following particular covenants, conditions and requirements are hereby noted and set forth:

1. No owner of an apartment shall convey, mortgage or lease such unit unless and until all sums due the Association by way of assessment of any kind or other charge, and whether evidenced by recorded liens or not, are currently paid and not delinquent, and in the event of delinquency, the

guarantee, mortgagee or lessee, if notified thereof before paying or disbursing to the owner, shall apply the proceeds of such transaction first to payment of the delinquent amounts before payment of the same to the owner.

The Association shall, in any event, issue a written statement under signature of an officer or management contractor to such grantee, mortgagee or lessee, verifying the status of all assessments or charges affecting the apartment, which statement, if to the effect that there are no delinquencies or payment of delinquencies as shown thereon, shall constitute conclusive evidence of compliance with this Paragraph.

2. No apartment owner may paint or in any manner decorate the exterior facade of the walls or add or connect equipment, structures or facilities thereto, nor erect any "For Sale" or other sign, or otherwise disturb or affect the same.

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

4. In accordance with the right of entry reserved in Article VIII, Paragraph 4, each apartment owner shall deposit with the Association, if required by it, a key to the apartment, garage stall and storage cubicle, and consents that, in the case of any emergency originating in or threatening the apartment, garage stall or storage cubicle, the Board of Directors of the Association, or any person authorized by it, may enter the apartment, garage stall or storage cubicle for the purpose of remedying or abating such emergency, whether the owner is present or not.

5. No animal pens, sheds, fences or other out-buildings or structures of any kind shall be erected by an apartment owner on any common area. No activity is allowed which unduly interferes with the peaceful possession and the proper use of the property by its owners, nor shall any fire hazard or unsightly accumulation of refuse be allowed. All laws, ordinances and regulations of governmental bodies shall be observed by the owners and the Association.

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

7. An apartment owner shall give notice to the Association of every lien against his apartment other than permitted Mortgages, taxes and Association assessments, and of any suit or other proceeding which may affect the title to his apartment, within ten (10) days after the lien attaches or the owner receives notice of such suit.

8. Except as herein otherwise provided, no apartment owner may mortgage his apartment or any interest therein without the approval of the Association, except to a bank, mortgage banker, life insurance company, or a Federal or State savings and loan association. The approval of any other mortgagee may be granted upon conditions determined by the Association, or may be arbitrarily withheld. This provision shall not be construed so as to prevent Developer from accepting a purchase money mortgage or real estate installment sales contract as part of the purchase price of an apartment, or prevent an apartment owner from accepting a purchase money mortgage or real estate installment sales contract from an approved purchaser.

9. The Association, acting through its Board of Directors, shall have power to adopt and enforce all reasonable rules, restrictions and regulations relating to the use, occupancy and enjoyment of the condominium property, and without limiting the scope of the Board's authority, the following in particular shall govern. The Board:

- (a) May approve temporary structures, the same being otherwise prohibited;
- (b) May regulate or prohibit the ownership and use of pets, motorcycles or other power-driven equipment;
- (c) May prohibit the use of flags, banners and grills on a patio or balcony, and
- (d) May permit the enclosure of a balcony or patio area, the same being an alterational improvement otherwise not permissible without approval of the Board of Directors.

In order to enhance the exterior appearance of the building, all drapes, having an exterior exposure, shall be lined in white unless the Board otherwise permits.

10. Apartments shall be used and occupied for single family dwelling purposes only. An apartment may be rented or leased (subject to Paragraph 11 below) by the owner, provided the entire apartment is rented, the occupancy is only by the lessee and his family, and the lease is in writing and a copy thereof is filed with the Association prior to possession. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents. The term "lease" as used herein and in Paragraph 11 following shall include any form of occupancy, whether technically a lease or tenancy, and whether for consideration or not. Ownership of an apartment by a corporation or a trust is permitted, but no individual shall be allowed to occupy or use such an apartment, except pursuant to written lease complying herewith.

#### ARTICLE XI

##### PROCEDURE IN THE EVENT OF DAMAGE OR DESTRUCTION

1. In the event of a partial or total destruction of all or any part of the buildings and/or condominium property, it shall be the duty of the Association to restore and repair the same to its former condition as promptly as is practical in a lawful and workmanlike manner. The proceeds of any insurance maintained pursuant to its Declaration and/or the By-Laws of Lexington East Unit One Owners Association, shall be used for such purpose, subject to the rights of first mortgagees whose interest may be protected by said policies. In the event that the amount available from the proceeds from such insurance policies for such restoration and repair shall be at least eighty-five percent (85%) of the estimated cost of restoration and repair, an emergency assessment may be levied by the Association to provide the necessary funds for such reconstruction and repair, over and above the amount of any insurance proceeds available for such purpose. In the event that the amount available from the proceeds of such insurance policies for such restoration and repair shall be less than eighty-five percent (85%) of the estimated cost of restoration and repair, the improvements shall not be replaced or restored unless approved by the vote or written consent of seventy percent (70%) of the



total number of votes outstanding and entitled to be cast. Notwithstanding the foregoing, unless at least seventy-five percent (75%) of the first mortgagees based on one vote for each mortgagee have given their prior written approval, the Association shall not be entitled to use hazard insurance proceeds for losses to any buildings and/or condominium property for other than repair, replacement or reconstruction of such improvements. In the event of a determination not to replace or restore the improvements on the condominium property, and provided that in the event of such determination, the Association shall obtain an additional written consent of seventy-five percent (75%) of the first mortgagees, the entire condominium property shall be deemed owned in common by the apartment owners and subject to partition and sale, it being understood that no separate part of the property may be thus deemed owned in common and partitioned without an amendment to this Declaration expressly so providing, which amendment must comply with the provisions of Chapter 499B of the Code of Iowa as now provided or hereinafter amended and in effect at such time. In the event any excess insurance proceeds are remaining, the Board shall retain such sums in the general funds of the Association. Notwithstanding anything to the contrary contained in this Article, the distribution of any insurance proceeds for any damage or destruction to the buildings and/or condominium property shall be subject to the prior rights of first mortgagees.

2. Unless this Declaration is amended to provide otherwise, all repair, rebuilding, restoration or reconstruction of the property shall contain the same number of apartments, garage stalls and storage cubicles, and be substantially in accordance with the plans and specifications of original construction, as available from the Exhibits hereto attached and plans on file with the Office of the County Recorder, Linn County, Iowa, and the percentage of interest and other appurtenances to each apartment after such repair, rebuilding, restoration or reconstruction shall be the same as before. An amendment of the plans and specifications as contemplated above must be adopted by the unanimous consent, pursuant to Paragraph 1 of Article XIII.

3. The provisions of this Article are intended to govern in the event of damage or destruction resulting from an occurrence or casualty which although to be broadly construed may be distinguishable from maintenance in the sense of remedying ordinary wear and tear, as referred to in Article IX, and in any event Paragraph 2 and the other provisions of this Article shall not govern in the event of reconstruction, rebuilding or restoration necessitated on account of long-term obsolescence or condemnation of any apartment within the Regime.

## ARTICLE XII

### MORTGAGEE PROTECTION

Notwithstanding any and all provisions hereof to the contrary, in order to induce the Federal Home Loan Mortgage Corporation to participate in the financing of the sale of the apartment units within and contained in Lexington East Unit One, a Condominium, the following provisions are added hereto (and to the extent that these added provisions conflict with any other provisions of the Declaration, these added provisions shall control):

(a) Each holder of a First Mortgage encumbering any apartment unit is entitled to written notification from the Association of any default by the Mortgagor of such apartment unit in the performance of such Mortgagor's obligations under the Declaration, the Articles of Incorporation of the Association or the By-Laws of the Association, which is not cured within thirty (30) days.

(b) Each holder of a First Mortgage encumbering any apartment unit which comes into possession of such apartment unit pursuant to the remedies provided in such Mortgage, or by foreclosure of such Mortgage, or by Deed (or Assignment) in lieu of foreclosure of such Mortgage, or by Deed (or Assignment) in lieu of foreclosure, shall be exempt from any "right of first refusal", or other restriction on the sale or rental of such apartment unit including, but not limited to, restrictions on the posting of signs pertaining to the sale or rental of such apartment unit.

(c) Any First Mortgagee who obtains title to an apartment unit, pursuant to the remedies provided in the Mortgage or foreclosure of said Mortgage, will not be liable for such unit's unpaid dues or charges which accrue prior to the acquisition of title to such apartment unit by the Mortgagee.

(d) Unless at least seventy-five percent (75%) of the First Mortgagee's (based on one vote for each First Mortgage owned) or owner's (other than the sponsor, developer or builder) of the individual condominium units have given their prior written approval, the Condominium Owner's Association shall not be entitled to:

1. By act or omission seek to abandon or terminate the condominium project;
2. Change the pro rata interest or obligations of any individual Condominium Unit for the purpose of:
  - (i) Levying assessments or charges or allocating distributions of hazard insurance proceeds or condemnation awards, or
  - (ii) Determining the pro rata share of ownership of each Condominium Unit in the common elements;
  - (iii) Partition or sub-divide any Condominium Unit;
  - (iv) By act or omission, seek to abandon, partition, sub-divide, encumber, sell or transfer the common elements. (The granting of easements for public utilities or for other public purposes consistent with the intended use of the common elements by the condominium project shall not be deemed a transfer within the meaning of this clause.);
  - (v) Use hazard insurance proceeds for losses to any condominium property (whether to units or to common elements) for other than the repair, replacement or reconstruction of such condominium property, except as provided by statute in case of substantial loss to the units and/or common elements of the condominium project.

(e) All First Mortgagees shall have the right to examine the books and records of the Condominium Owner's Association or the condominium project.

(f) An adequate reserve fund for replacement of the common elements must be established and must be funded by regular monthly payments rather than by Special Assessments.

(g) The Association shall give the Federal Home Loan Mortgage Corporation notice (c/o Servicer, at Servicer's address) in writing of any loss to, or taking of, a common element of the condominium project if such loss or taking exceeds Ten Thousand Dollars (\$10,000.00), or damage to a Condominium Unit covered by a Mortgage purchase in whole or in part by Federal Home Loan Mortgage Corporation exceeds One Thousand Dollars (\$1,000.00).

#### ARTICLE XIII

##### AMENDMENT

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

1. Percentage Interest. The percentage interest in the common elements appurtenant to an apartment, garage stall and storage cubicle may be amended only by unanimous consent of all apartment owners and their mortgagees, provided, in the event of condemnation of any apartment or of long-term obsolescence, the same may be adjusted and may be amended as provided in Paragraph 4 of this Article.

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

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

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

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

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

## ARTICLE XIV

EFFECTIVE DATE; POSSESSION OF COMMON ELEMENTS; CONDEMNATION  
AND OBSOLESCENCE; PARTITION; SEVERABILITY; ARTICLES OF INCORPORATION  
AND BY-LAWS OF LEXINGTON EAST UNIT ONE OWNERS ASSOCIATION;  
CHAPTER 499B, CHAPTER 504A, 1987 CODE OF IOWA

1. Effective Date of Percentage Interest. The percentages of ownership in the common elements referred to in this Declaration shall come into being and take effect at such time as this Declaration has been recorded and thereafter exists for all purposes irrespective of any actual occupancy or use and whether the apartments are sold or not.

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

3. Condemnation and Obsolescence. The contingencies of condemnation and long-term obsolescence have not been provided for in this Declaration and may be governed by appropriate amendments to this Declaration and/or by By-Laws, as the case may be.

4. Partition. The common elements shall remain undivided and neither an apartment owner nor any other person or organization may bring an action for the partition or division of the whole or any part thereof with or without sale, except in connection with removal of all of the property from the Regime, pursuant to Section 499B.8 of the 1987 Code of Iowa, as the same now exists or may hereinafter be amended or a specific determination not to repair, reconstruct, or rebuild with the consequences set forth in Section 499B.16 thereof.

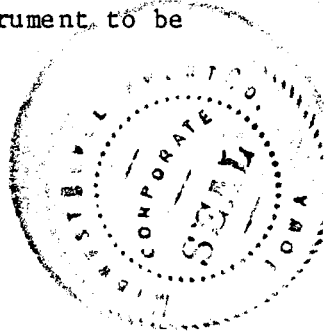
5. Severability. The invalidity of any covenant, restriction, agreement, undertaking, or other provision of any condominium document shall not affect the validity of the remaining portions thereof.

6. Articles of Incorporation and By-Laws of Lexington East Unit One Owners Association. The provisions of the Articles of Incorporation of Lexington East Unit One Owners Association and the By-Laws of said Association attached hereto and marked Exhibits "I" and "J", respectively, are by reference incorporated herein and are a part of this Declaration the same as if they were fully set forth herein, and the owners of apartments are bound thereby.

7. Chapters 499B and 504A, 1987 Code of Iowa. Wherever herein reference is made to Chapter 499B or any Section thereof, or Chapter 504A, or any Section thereof, of the 1979 Code of Iowa, it is intended that such reference shall include the provisions of such Code Sections as they now exist or hereinafter be amended, and if a question arises thereunder at some time in the future, the specific Section of Code in its then form shall be applied.

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

MIDWEST DEVELOPMENT CO.

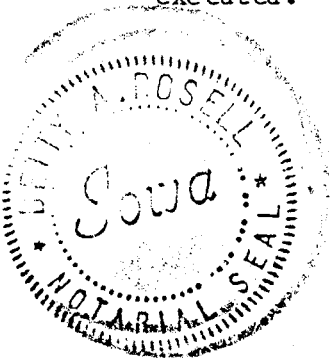


By Kyle Shogman  
*Chief Executive*

By Richard A. Siders

STATE OF IOWA )  
                  ) SS:  
LINN COUNTY    )

On this 15th day of June, A.D. 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kyle Shogman and Richard A. Siders to me personally known, who, being by me duly sworn, did say that they are the Vice Pres. and Treasurer respectively, of said corporation, executing the within and foregoing instrument; that the seal affixed thereto is the seal of said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said Kyle Shogman and Richard A. Siders, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.

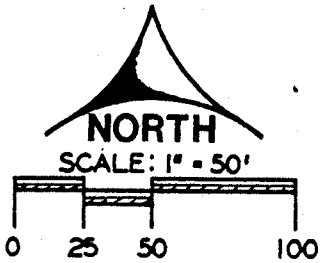


Betty A. Rosell  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

EXHIBIT "A"

A FINAL PLAT OF  
**LEXINGTON EAST**  
FIRST ADDITION

IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA  
MIDWEST DEVELOPMENT CO. DEVELOPER  
410 FIRST AVENUE BLDG. CEDAR RAPIDS, IOWA



DATE: OCTOBER 2, 1987

A PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER (1/2 SE 1/4) OF SECTION 5, TOWNSHIP 83 NORTH, RANGE 7 WEST OF THE 5TH P.M. AND A PART OF LOT ONE (1) IN OAKLAND ACRES FIRST ADDITION, ALL IN CEDAR RAPIDS, LINN COUNTY, IOWA

○ = SET 5/8" RE-BAR WITH ORANGE PLASTIC CAP EMBOSSED WITH "R.L.S. 10677"

( ) = DIMENSION FROM PREVIOUSLY RECORDED PLAT OR DEED

3.23 ACRES

**NOTE:**

THERE SHALL BE NO FENCES, BUILDINGS, LARGE PLANTINGS OR OTHER OBSTRUCTIONS UPON OR UNDER THE PROPERTY COVERED BY EASEMENTS SO THAT ACCESS IS AVAILABLE TO ANY EQUIPMENT NECESSARY FOR THE CONSTRUCTION, RECONSTRUCTION OR MAINTENANCE OF THE UTILITIES LOCATED ON SAID EASEMENTS.

UTILITY EASEMENTS SHOWN ON THIS PLAT REFER TO ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENTS ONLY.

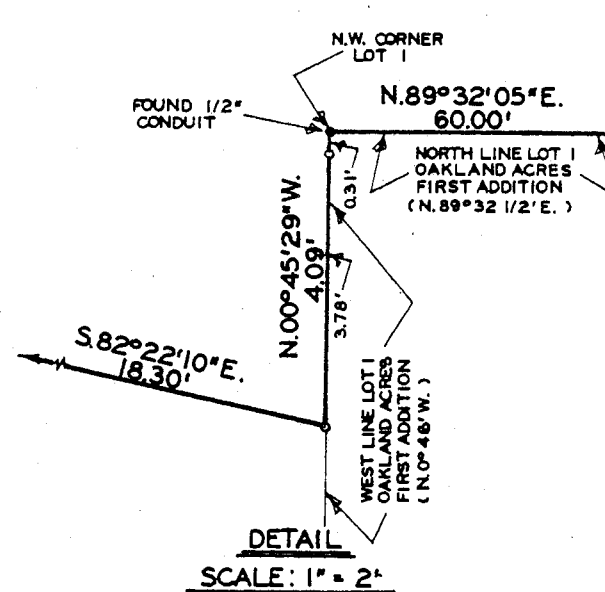
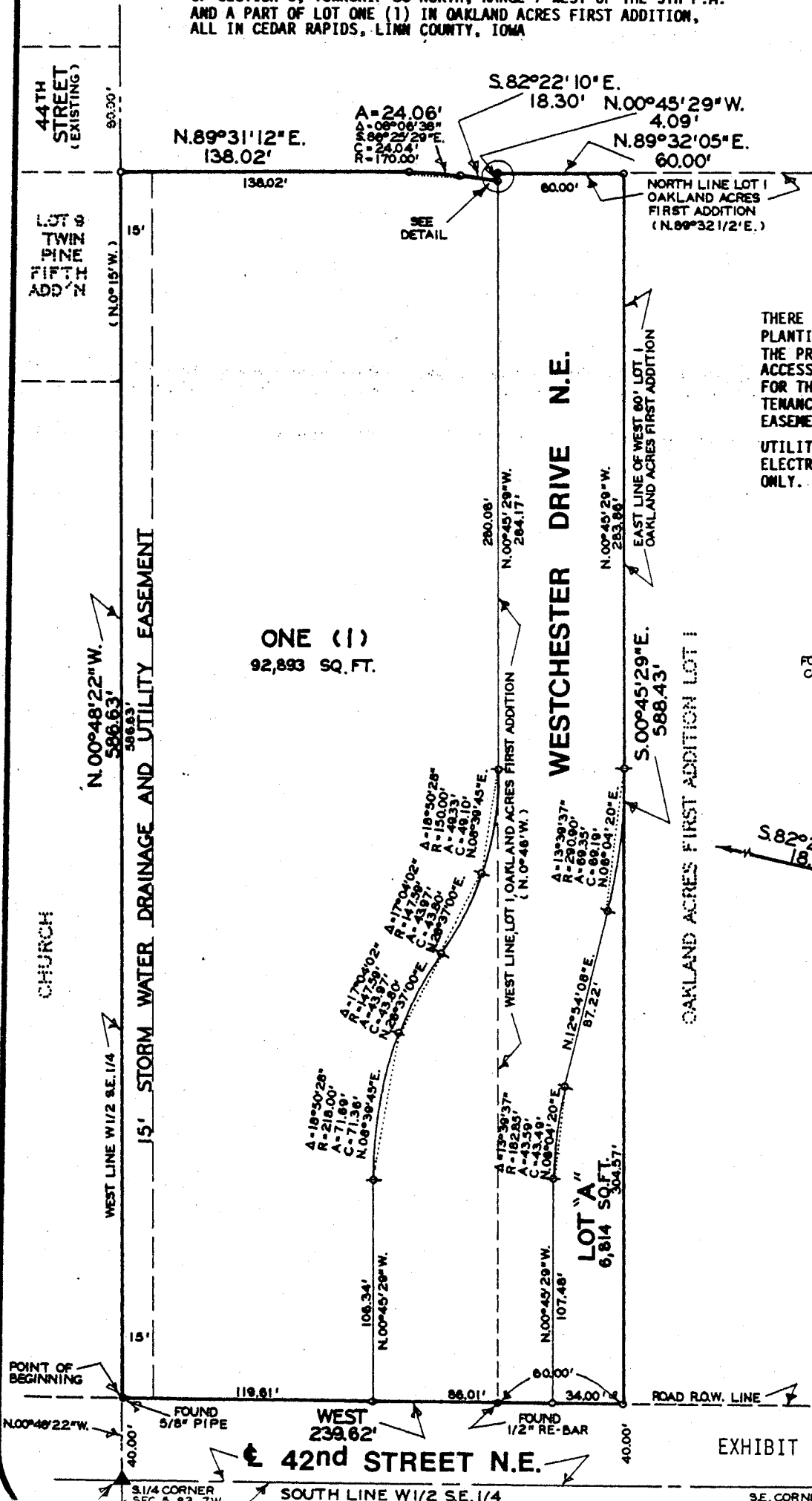
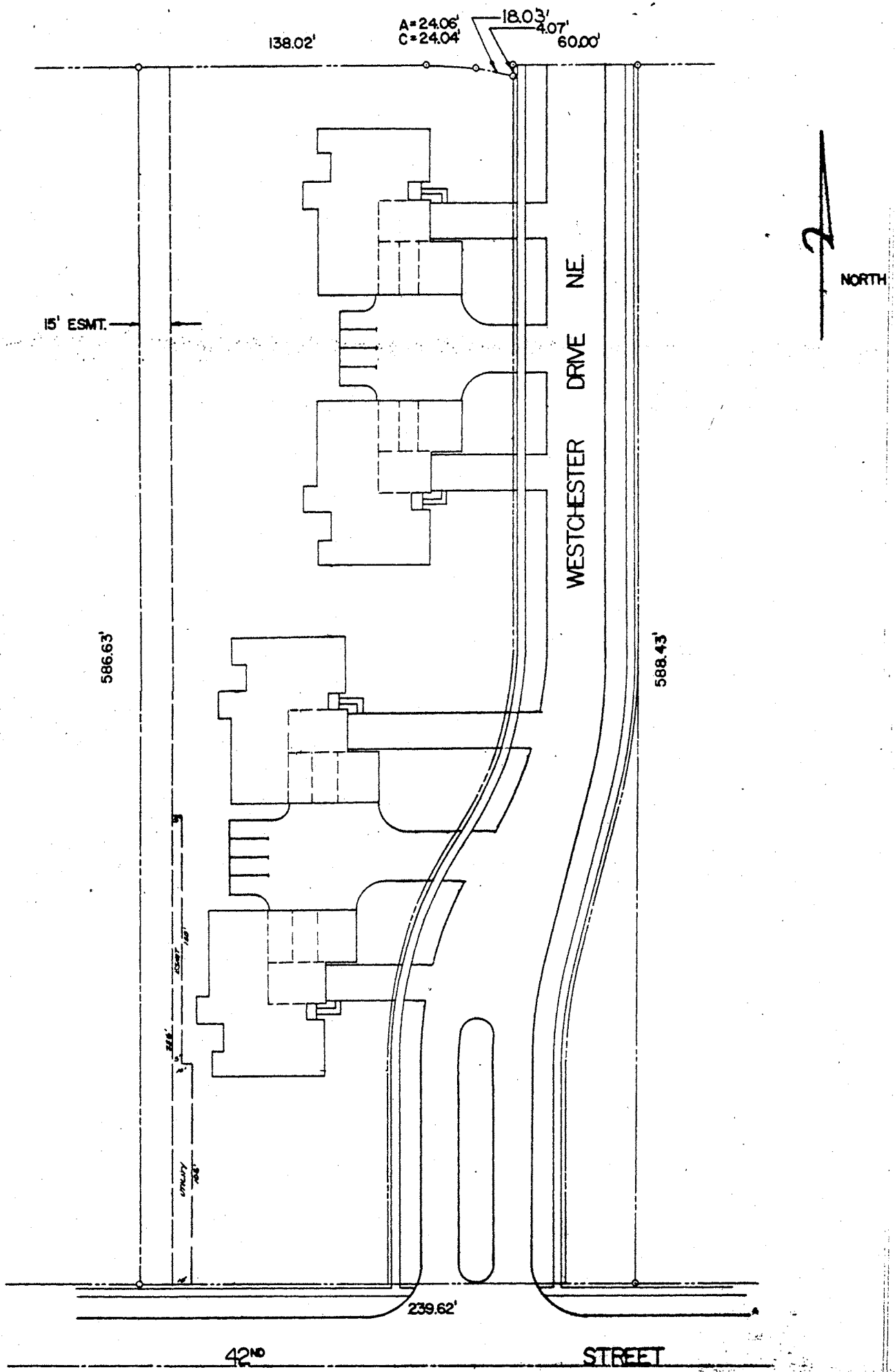
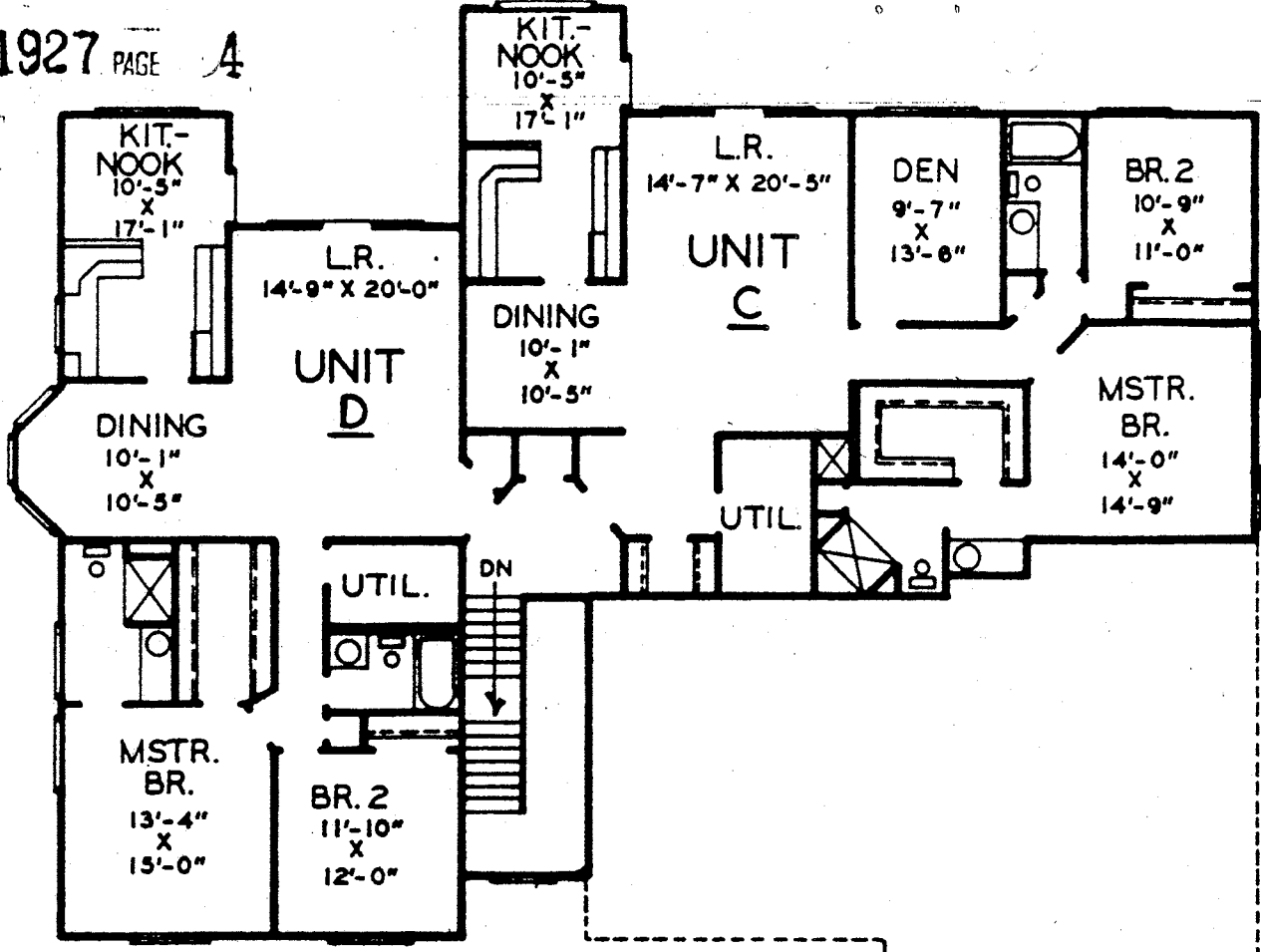


EXHIBIT "A"

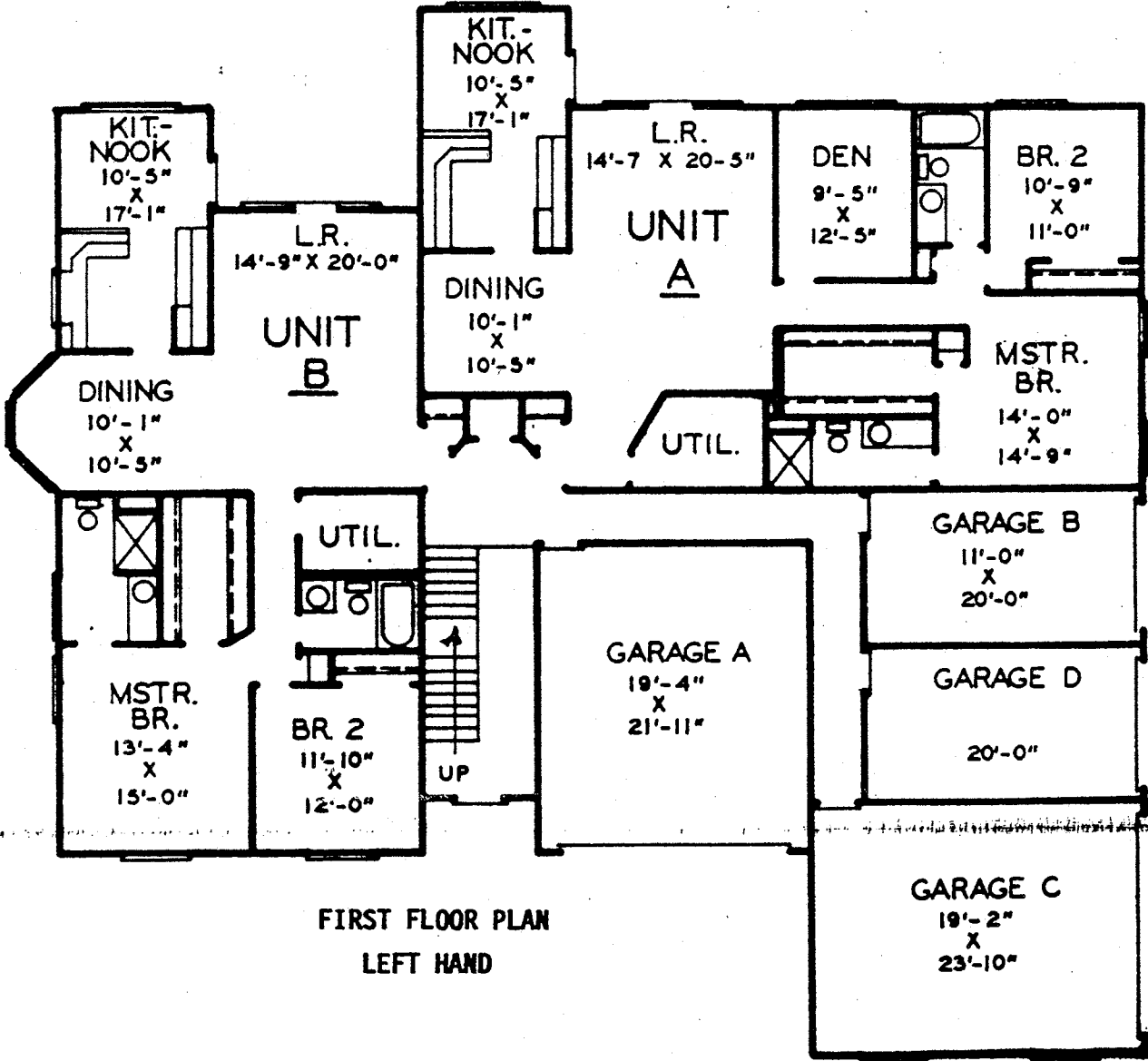


EXHIBIT "B"  
LEXINGTON EAST FIRST ADDITION



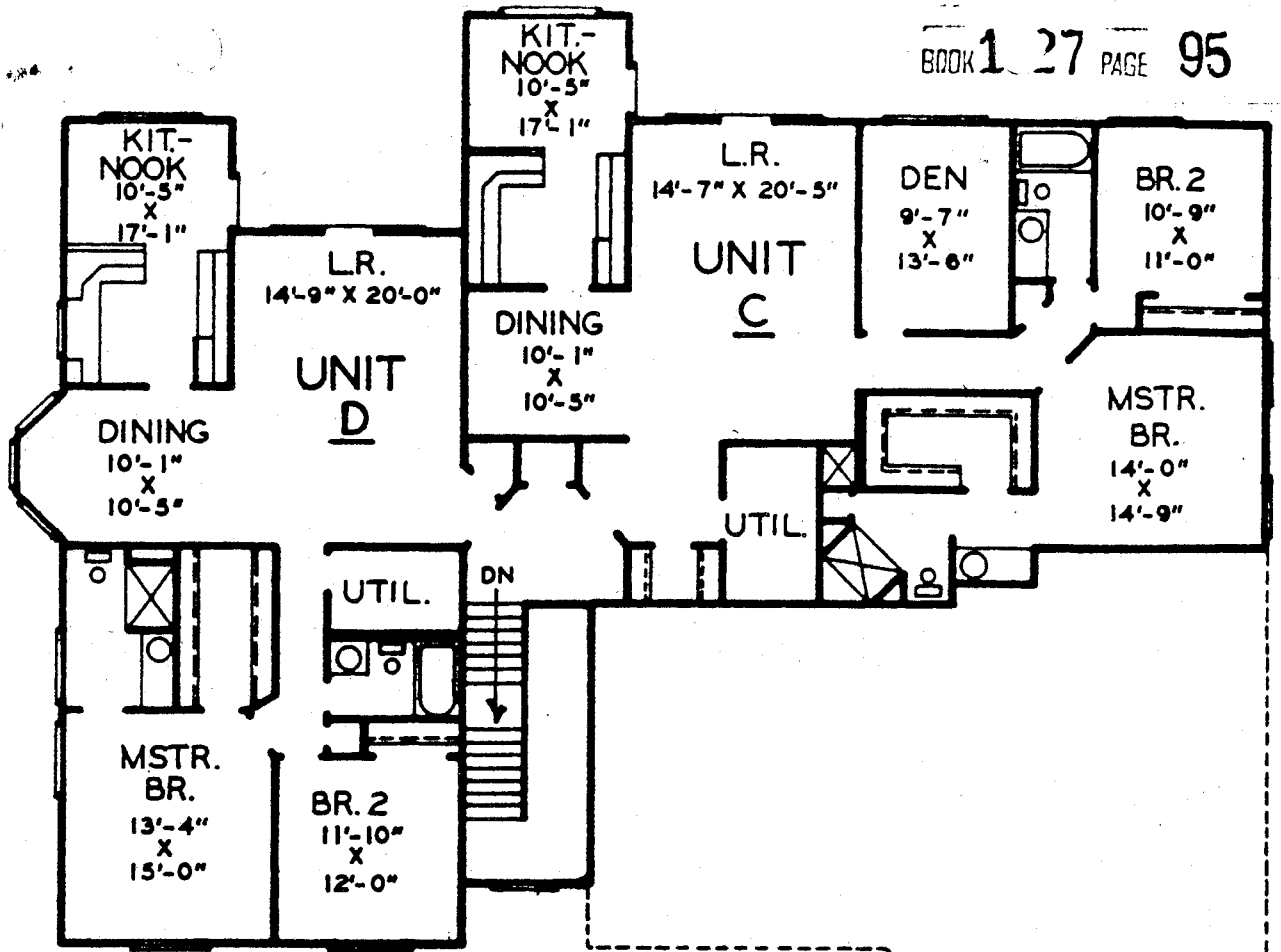


SECOND FLOOR PLAN  
LEFT HAND

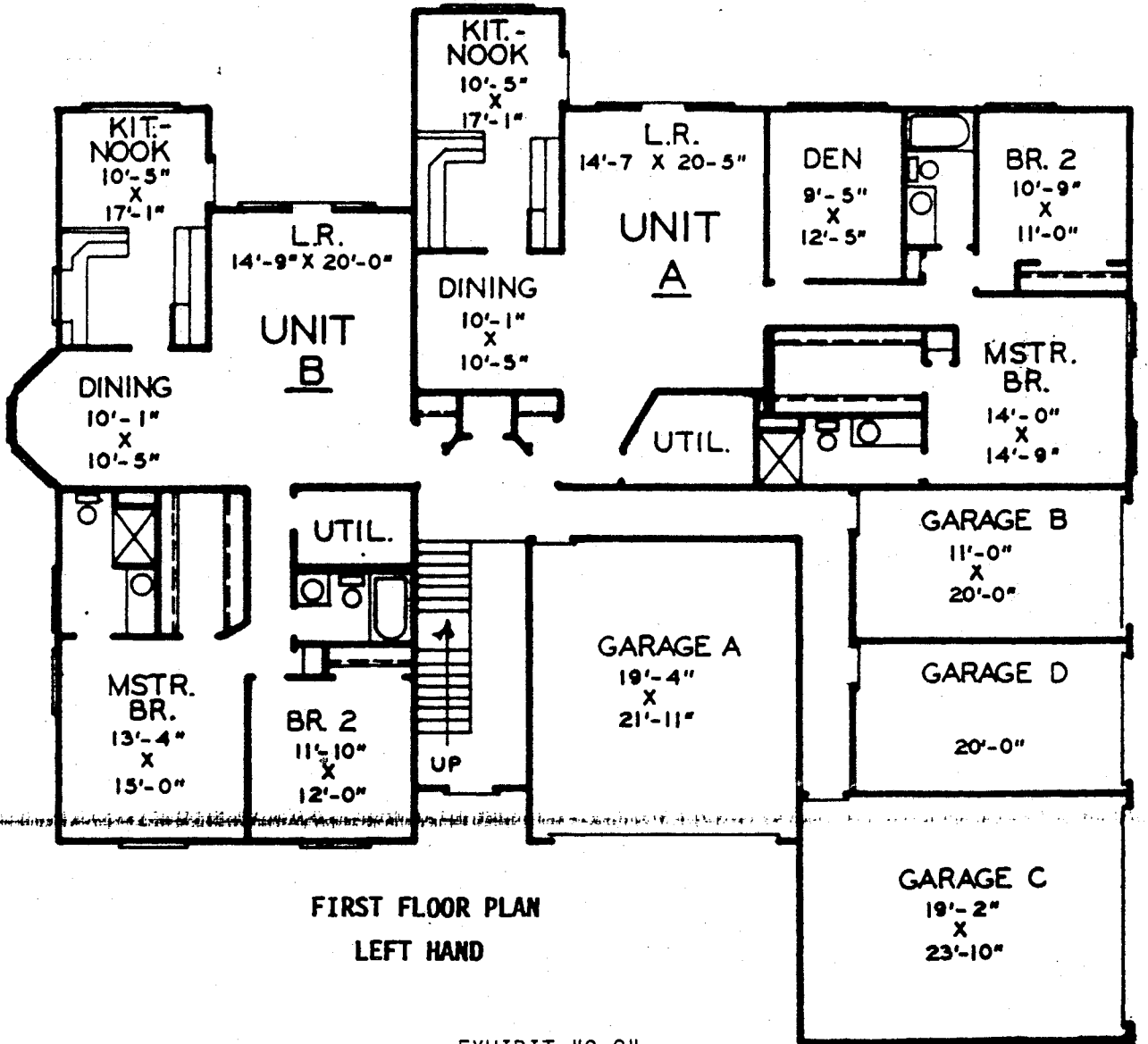


FIRST FLOOR PLAN  
LEFT HAND

EXHIBIT "C-1"  
LOT 1  
4225 Westchester Drive N. E.  
Units A, B, C, D



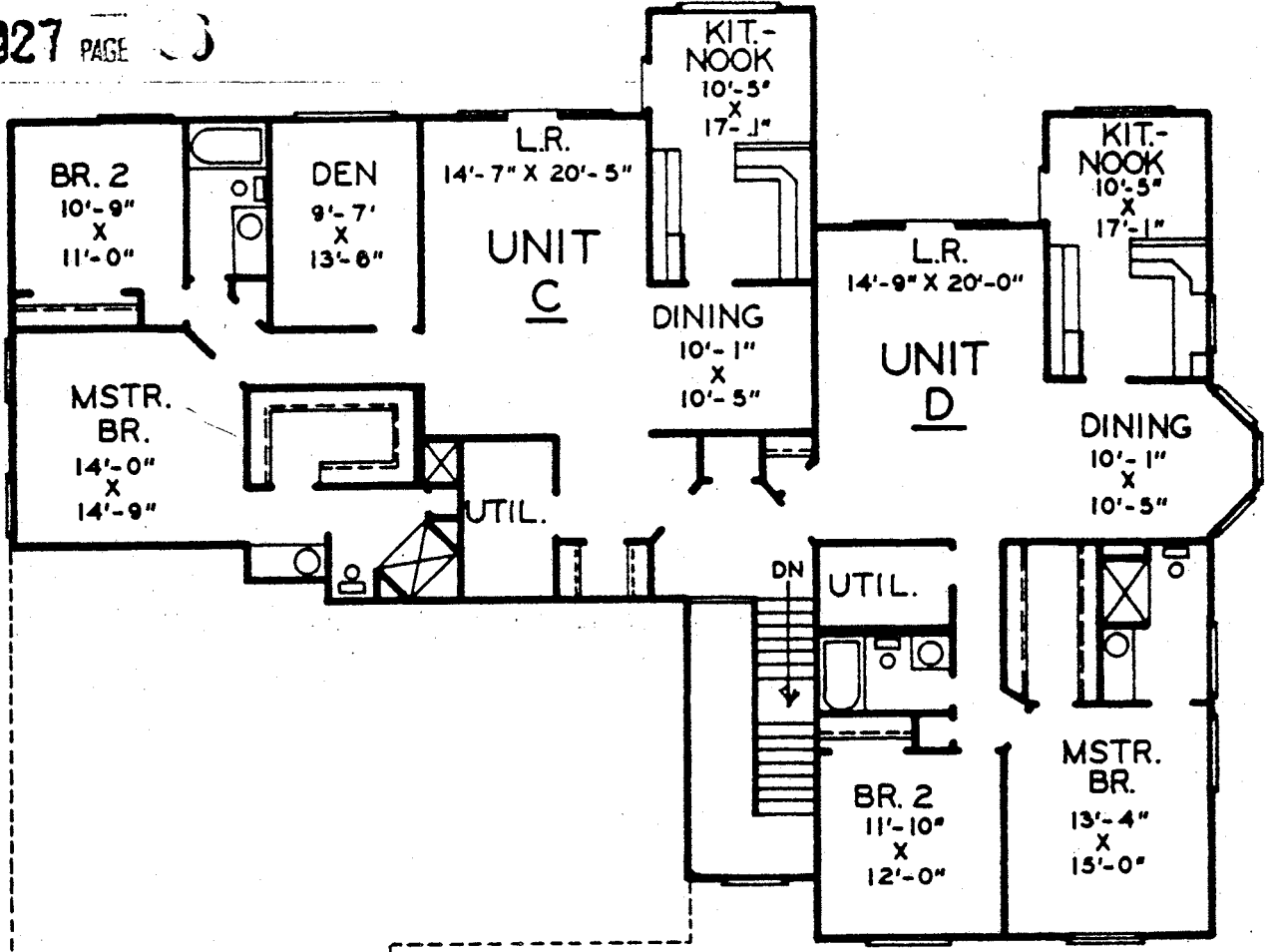
SECOND FLOOR PLAN  
LEFT HAND



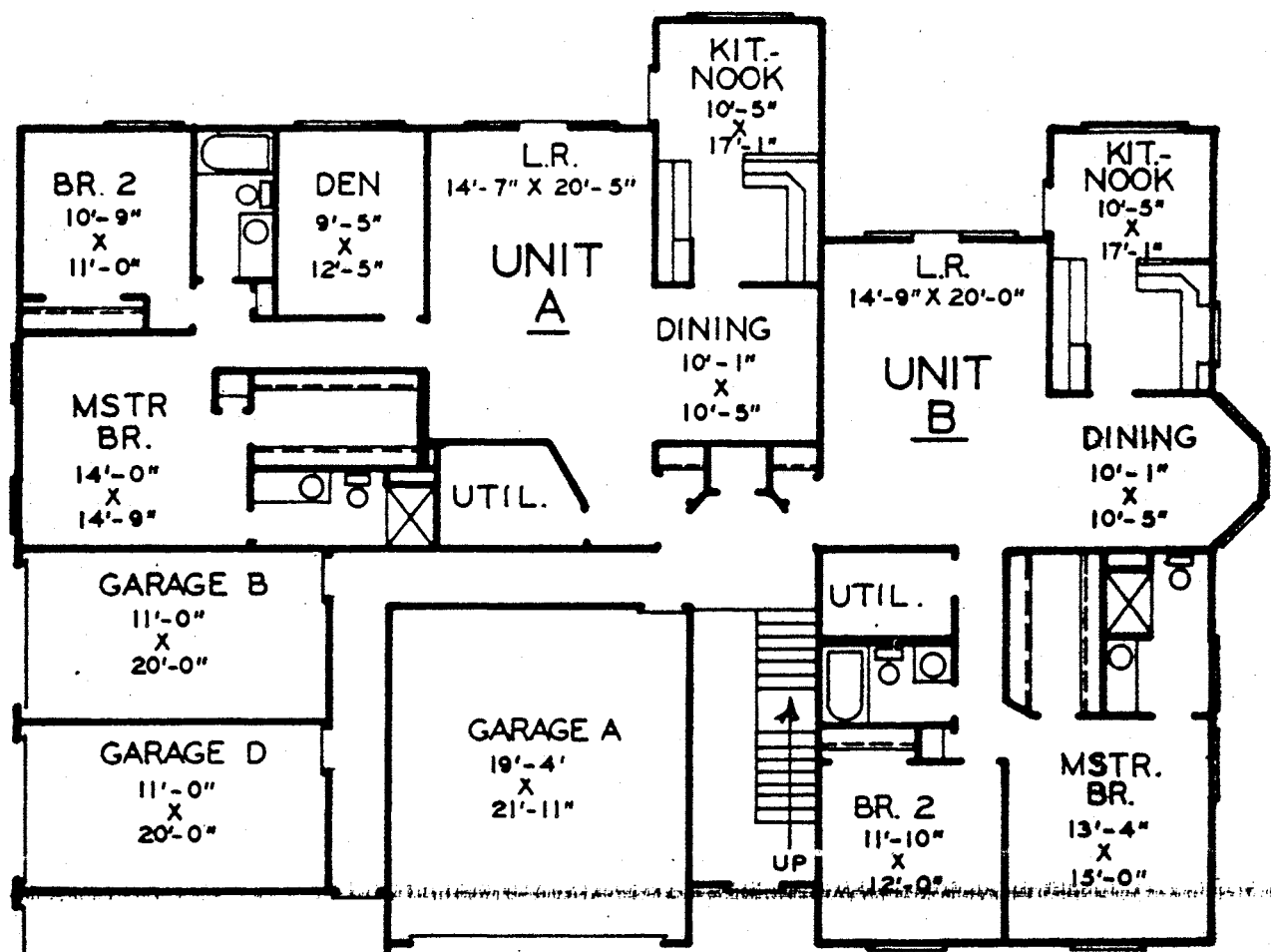
FIRST FLOOR PLAN  
LEFT HAND

EXHIBIT "C-2"

LOT 1  
4325 Westchester Drive N. E.  
Units A, B, C, D



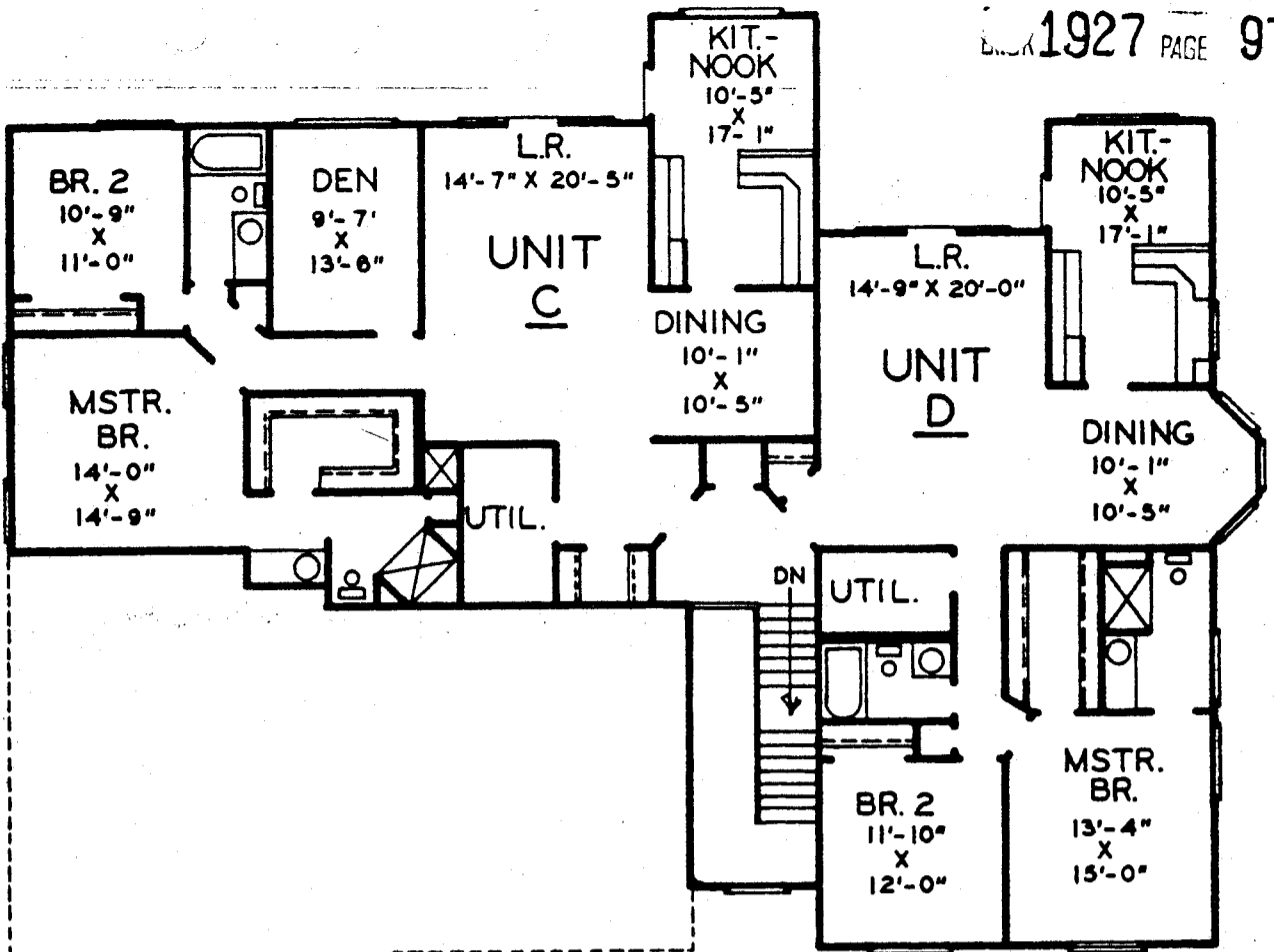
SECOND FLOOR PLAN  
RIGHT HAND



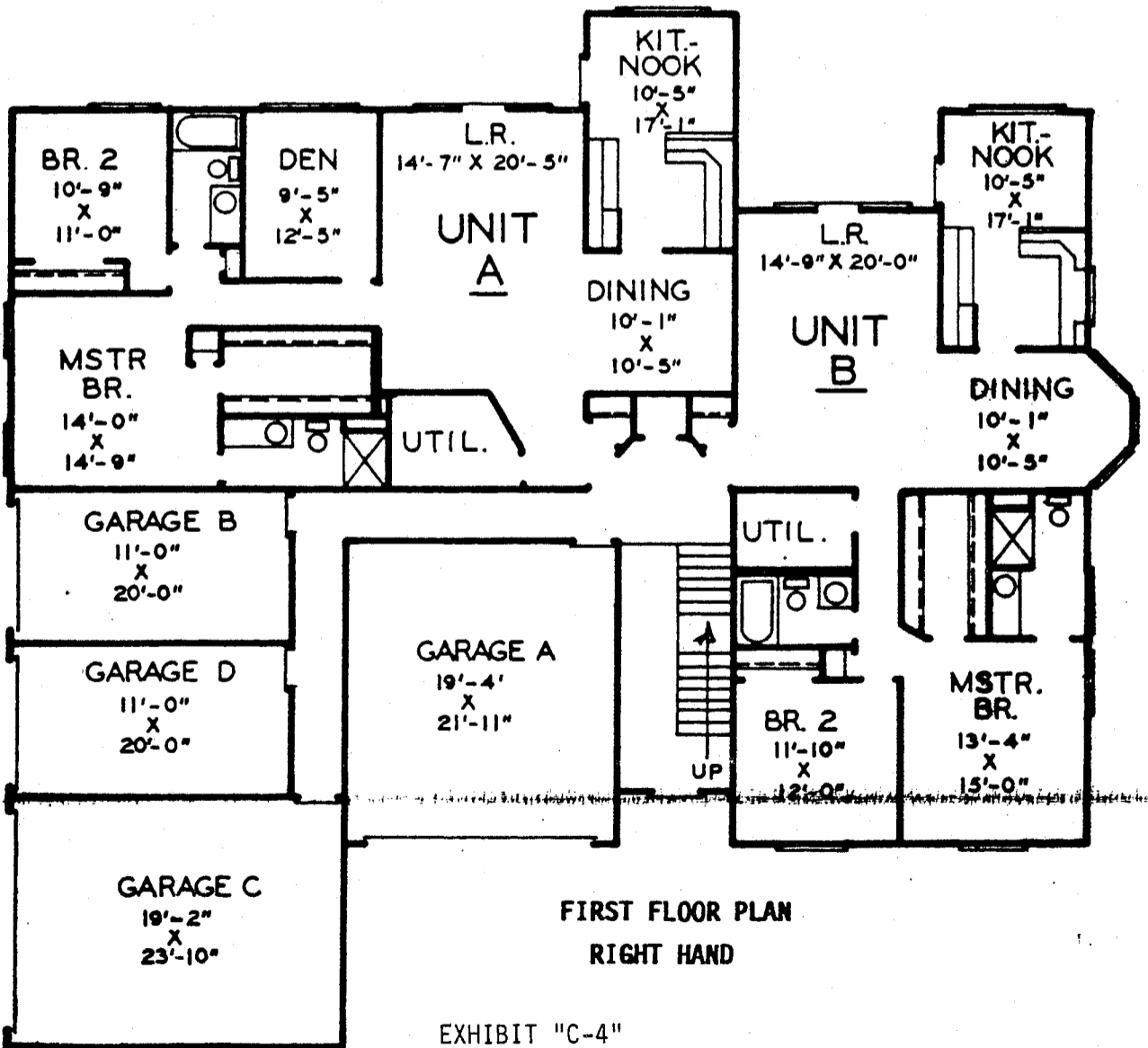
FIRST FLOOR PLAN  
RIGHT HAND

EXHIBIT "C-3"

LOT 1  
4245 Westchester Drive N. E.  
Units A, B, C, D



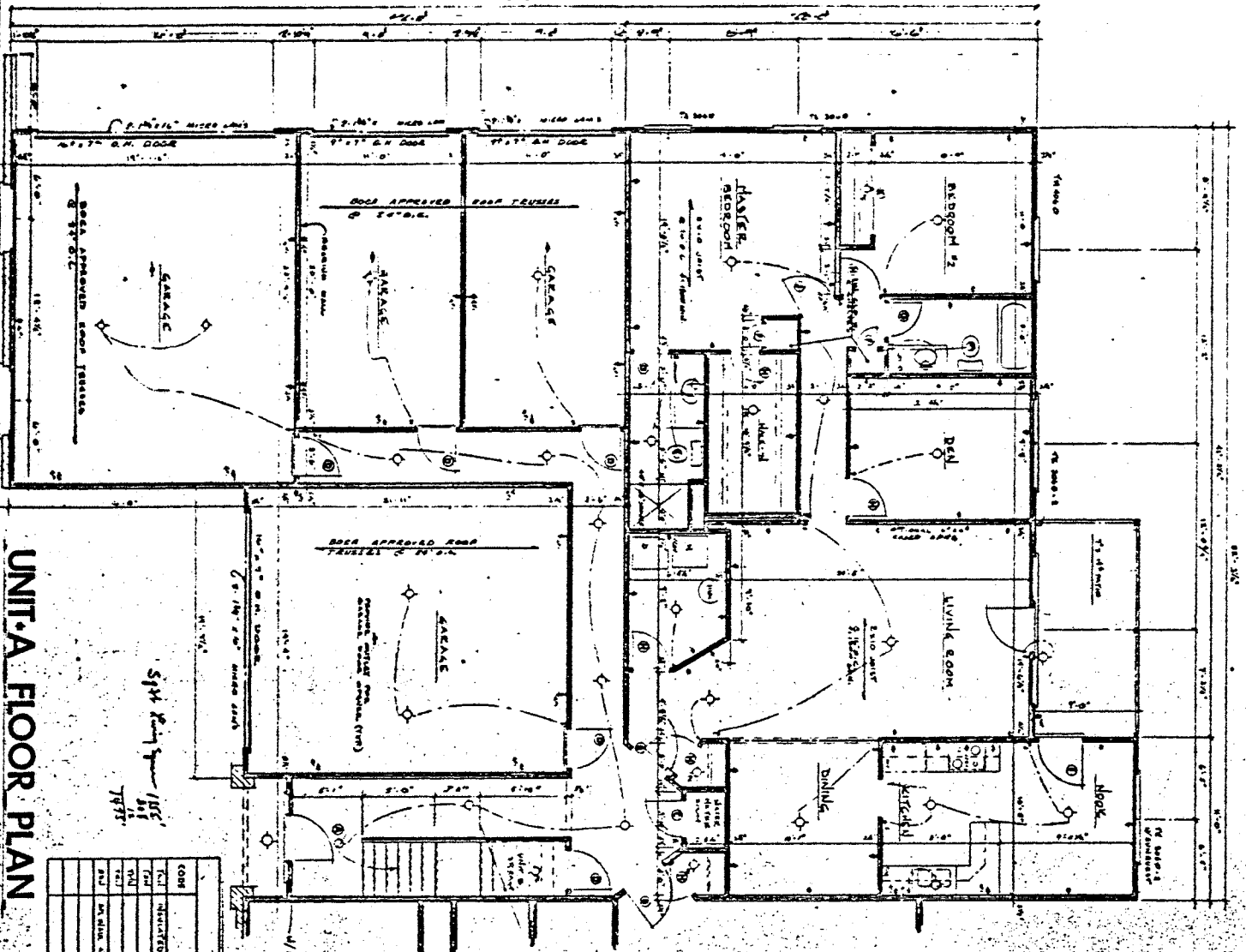
SECOND FLOOR PLAN  
RIGHT HAND



FIRST FLOOR PLAN  
RIGHT HAND

EXHIBIT "C-4"

LOT 1  
4345 Westchester Drive N. E.  
Units A, B, C, D



UNIT A FLOOR PLAN

Sgt. Kelly from 1/25/37  
 7/27/37

5737 - Kelly from 1/25/37  
 7/27/37

COOR	DESCRIPTION	FINISH	SIZE	LOAD	UNIT	HEIGHT	WIDTH	AREA	FINISH	DESCRIPTION	MANUFACTURER	NOTES
1	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
2	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
3	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
4	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
5	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
6	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
7	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
8	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
9	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
10	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	

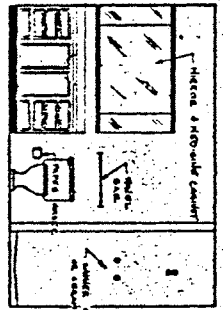
WINDOW SCHEDULE

COOR	DESCRIPTION	FINISH	SIZE	LOAD	UNIT	HEIGHT	WIDTH	AREA	FINISH	DESCRIPTION	MANUFACTURER	NOTES
1	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
2	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
3	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
4	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
5	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
6	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
7	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
8	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
9	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
10	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	

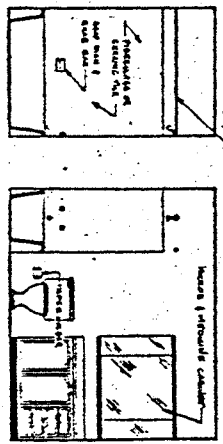
DOOR SCHEDULE

COOR	DESCRIPTION	FINISH	SIZE	LOAD	UNIT	HEIGHT	WIDTH	AREA	FINISH	DESCRIPTION	MANUFACTURER	NOTES
1	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
2	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
3	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
4	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
5	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
6	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
7	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
8	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
9	REAR PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	
10	FRONT PORCH	WOOD	10'-0" x 10'-0"	100	10'	10'	100	100	WOOD	WOOD	WOOD	

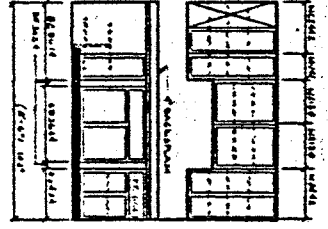
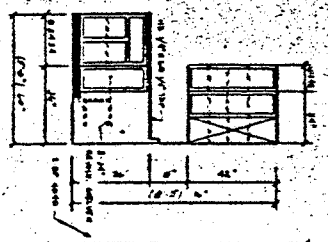
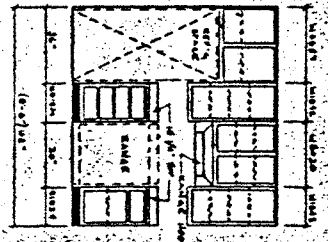
M. BATH



BATH ELEVATION



KITCHEN

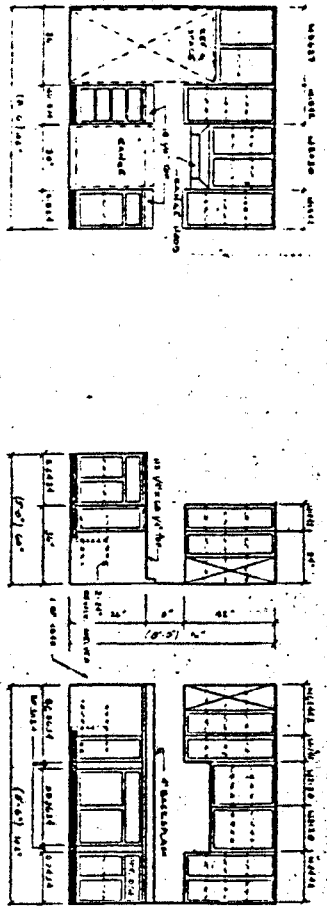


SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

WILLIAMS & ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 1824 BACH BOULEVARD  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 384-427-6767



3 SHEET  
 9 OF 15



KITCHEN

BATH ELEVATION

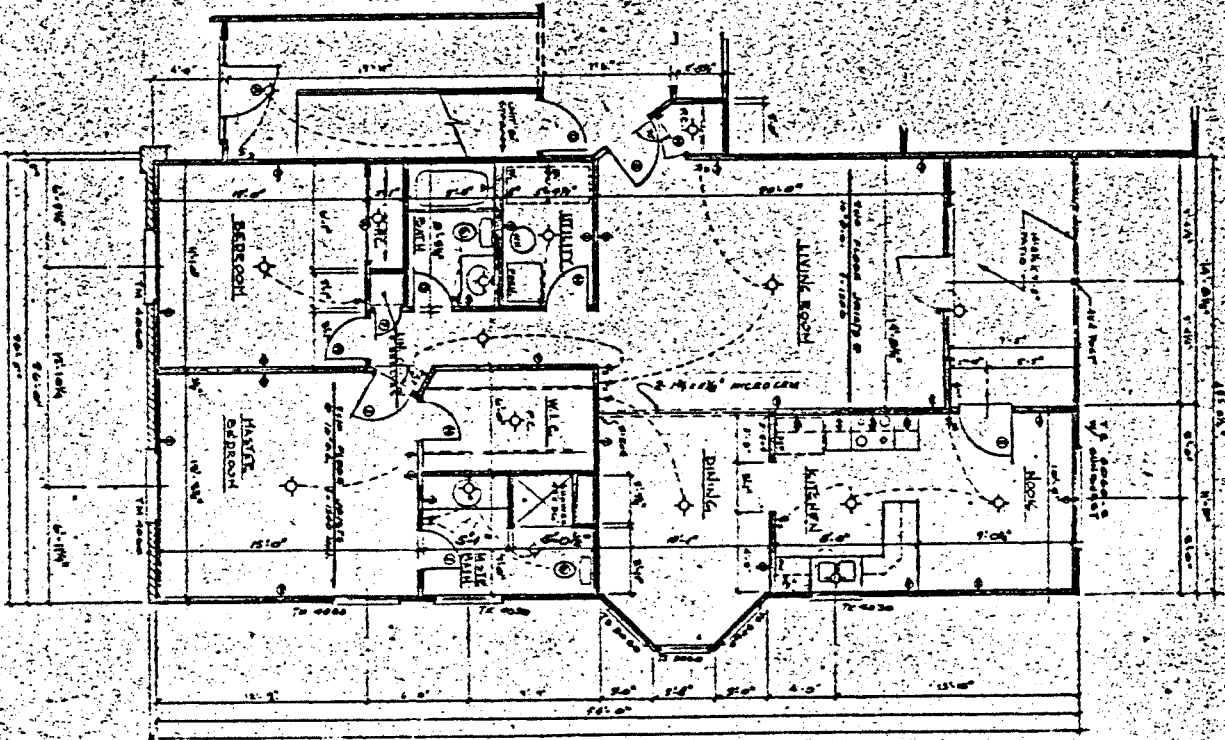
M. BATH

DOOR SCHEDULE

CODE	T	W	M	D	DESCRIPTION	HARDWARE	SPECIAL NOTES
A	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
B	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
C	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
D	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
E	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
F	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
G	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
H	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
I	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
J	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
K	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
L	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
M	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
N	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
O	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK
P	1/2"	1/2"	1/2"	1/2"	WOOD CASEWORK	WOOD	WOOD CASEWORK

WINDOW SCHEDULE

CODE	DESCRIPTION	SIZE	UNIT	FINISH	GLASS	SCREENS	SHUTTERS	COULISSES	BLINDS	SLATS	ROTTENWOOD	OTHER
A	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
B	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
C	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
D	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
E	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
F	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
G	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
H	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
I	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
J	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
K	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
L	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
M	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
N	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
O	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"
P	WOOD CASEWORK	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"



UNIT B FLOOR PLAN

SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

WAL. HED & ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 1823 A BACH BOULEVARD  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 241-4787

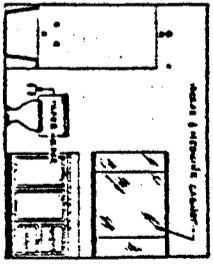
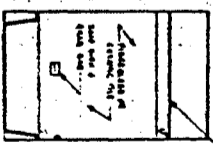
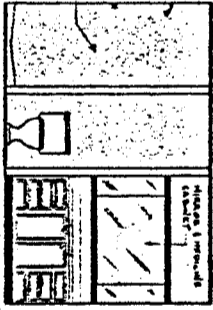
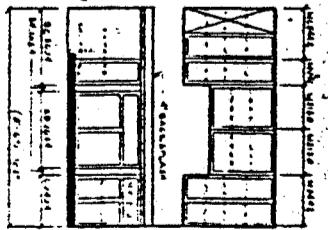
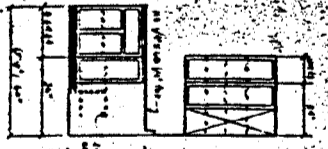
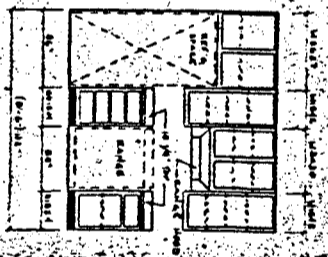
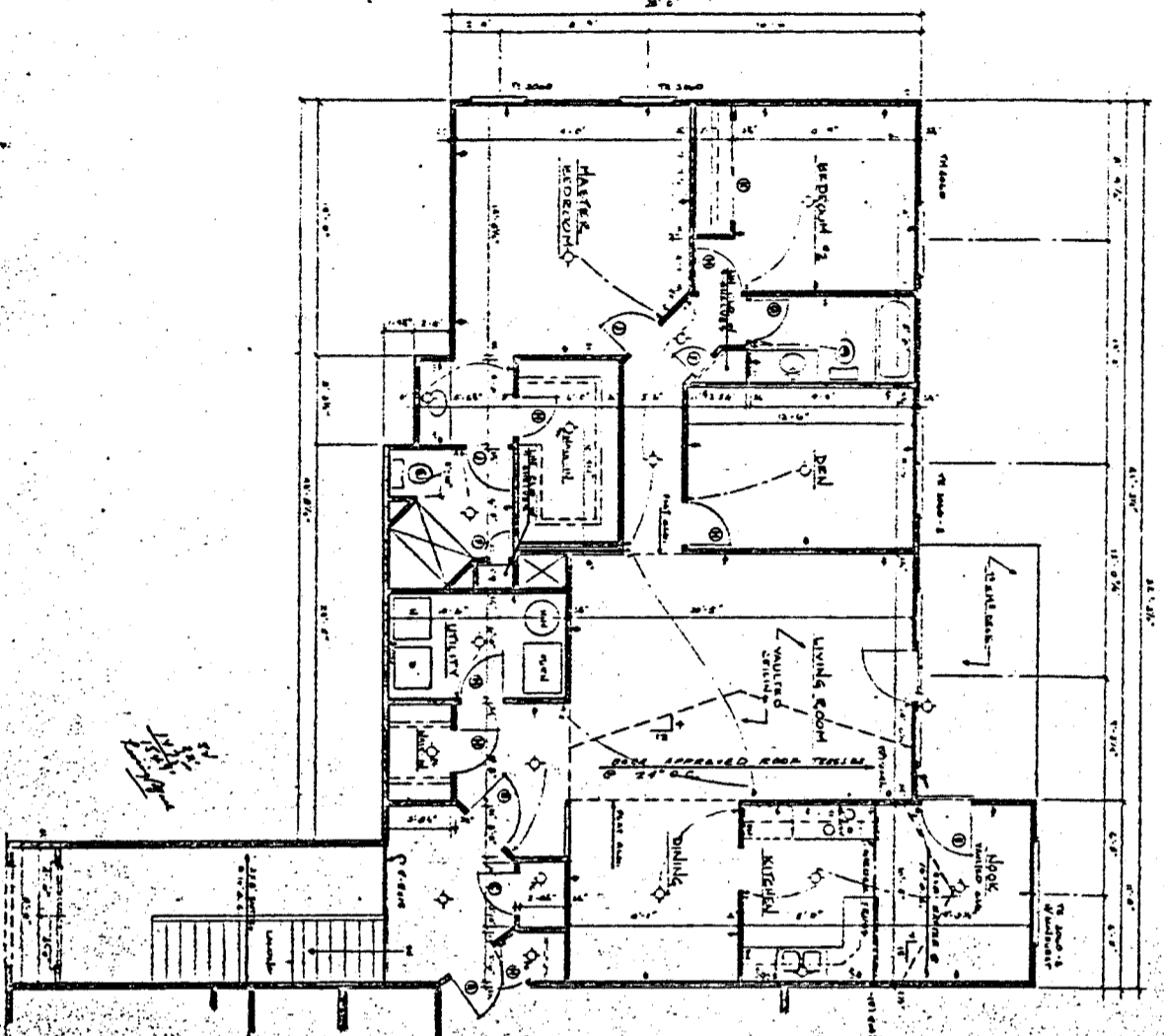


EXHIBIT "D-2"

4 OF 15  
 SHEET

CDIAL. NO.  
 13-871015  
 DATE OF ISSUE  
 11.12.47

UNIT-C FLOOR PLAN



M. BATH

BATH ELEVATION

KITCHEN

WINDOW SCHEDULE

COORD	DESCRIPTION	SIZE	UNIT	VENT	WIND	FINISH	GLASS	PAINT	OPERATION	MANUFACTURER	NOTES
101	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	
102	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	
103	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	
104	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	
105	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	

DOOR SCHEDULE

COORD	DESCRIPTION	FINISH	PRODUCT	SIZE	UNIT	VENT	WIND	FINISH	GLASS	PAINT	OPERATION	MANUFACTURER	NOTES
101	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	
102	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	
103	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	
104	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	
105	Sliding wood window	48" x 48"	4.75	-	48"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	1/2"	

SHEET 5 OF 15

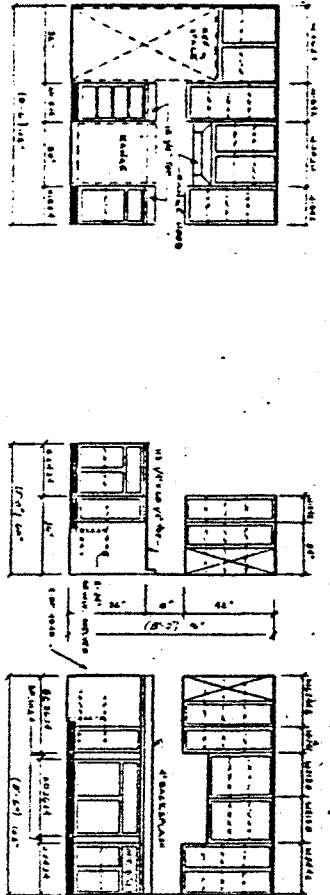
SKOGMAN, NO. 13-87015  
 DATE: 11-12-57  
 REVISION:

SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

BILL BEN & ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 10234 JACK BOLLENWAD  
 ST. LOUIS, MISSOURI 63132  
 TELEPHONE 214/427-0787



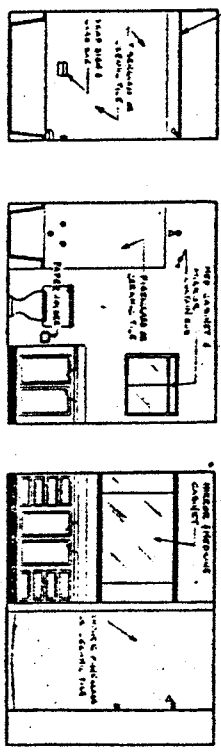




KITCHEN

DOOR SCHEDULE

NO.	TYPE	DESCRIPTION	FINISH	HARDWARE	SPECIAL NOTES
1	1	WOOD DOOR	WOOD	WOOD	
2	2	WOOD DOOR	WOOD	WOOD	
3	3	WOOD DOOR	WOOD	WOOD	
4	4	WOOD DOOR	WOOD	WOOD	
5	5	WOOD DOOR	WOOD	WOOD	
6	6	WOOD DOOR	WOOD	WOOD	
7	7	WOOD DOOR	WOOD	WOOD	
8	8	WOOD DOOR	WOOD	WOOD	
9	9	WOOD DOOR	WOOD	WOOD	
10	10	WOOD DOOR	WOOD	WOOD	
11	11	WOOD DOOR	WOOD	WOOD	
12	12	WOOD DOOR	WOOD	WOOD	
13	13	WOOD DOOR	WOOD	WOOD	
14	14	WOOD DOOR	WOOD	WOOD	
15	15	WOOD DOOR	WOOD	WOOD	
16	16	WOOD DOOR	WOOD	WOOD	
17	17	WOOD DOOR	WOOD	WOOD	
18	18	WOOD DOOR	WOOD	WOOD	
19	19	WOOD DOOR	WOOD	WOOD	
20	20	WOOD DOOR	WOOD	WOOD	

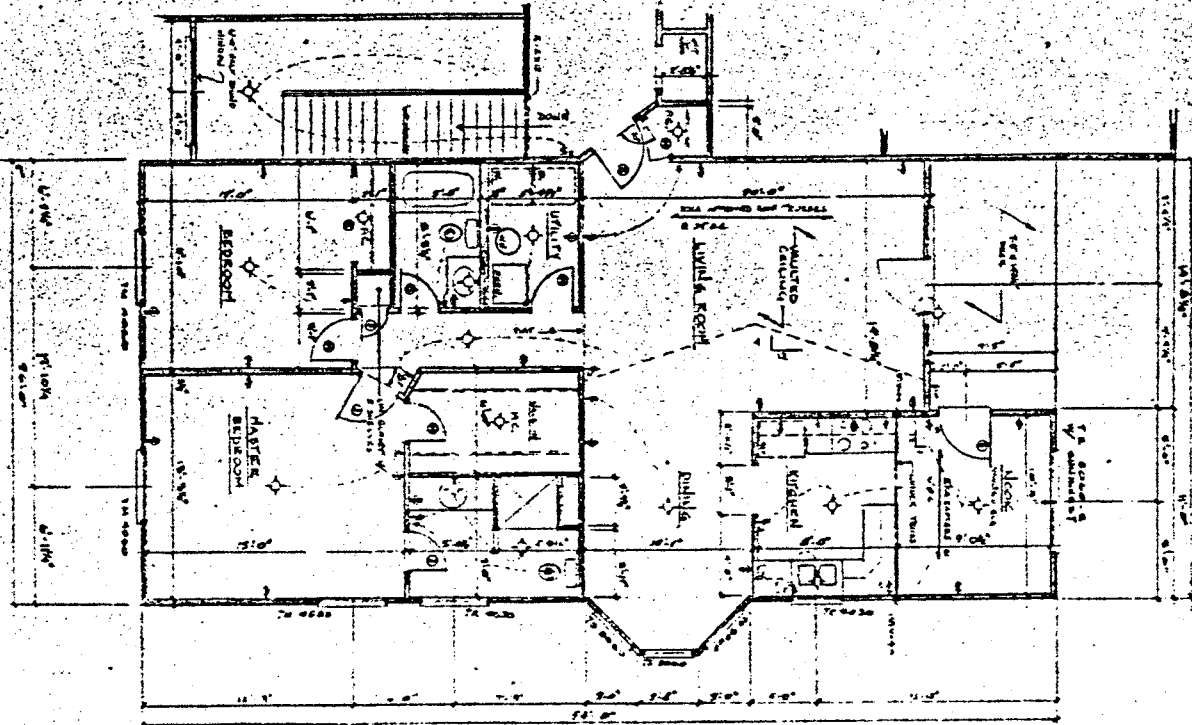


BATH ELEVATION

M. BATH

WINDOW SCHEDULE

NO.	TYPE	DESCRIPTION	FINISH	GLASS	SCREENS	SHUTTERS	BLINDS	ROTTENING	MANUFACTURER	NOTES
1	1	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
2	2	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
3	3	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
4	4	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
5	5	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
6	6	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
7	7	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
8	8	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
9	9	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
10	10	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
11	11	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
12	12	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
13	13	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
14	14	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
15	15	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
16	16	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
17	17	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
18	18	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
19	19	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	
20	20	WOOD WINDOW	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	WOOD	



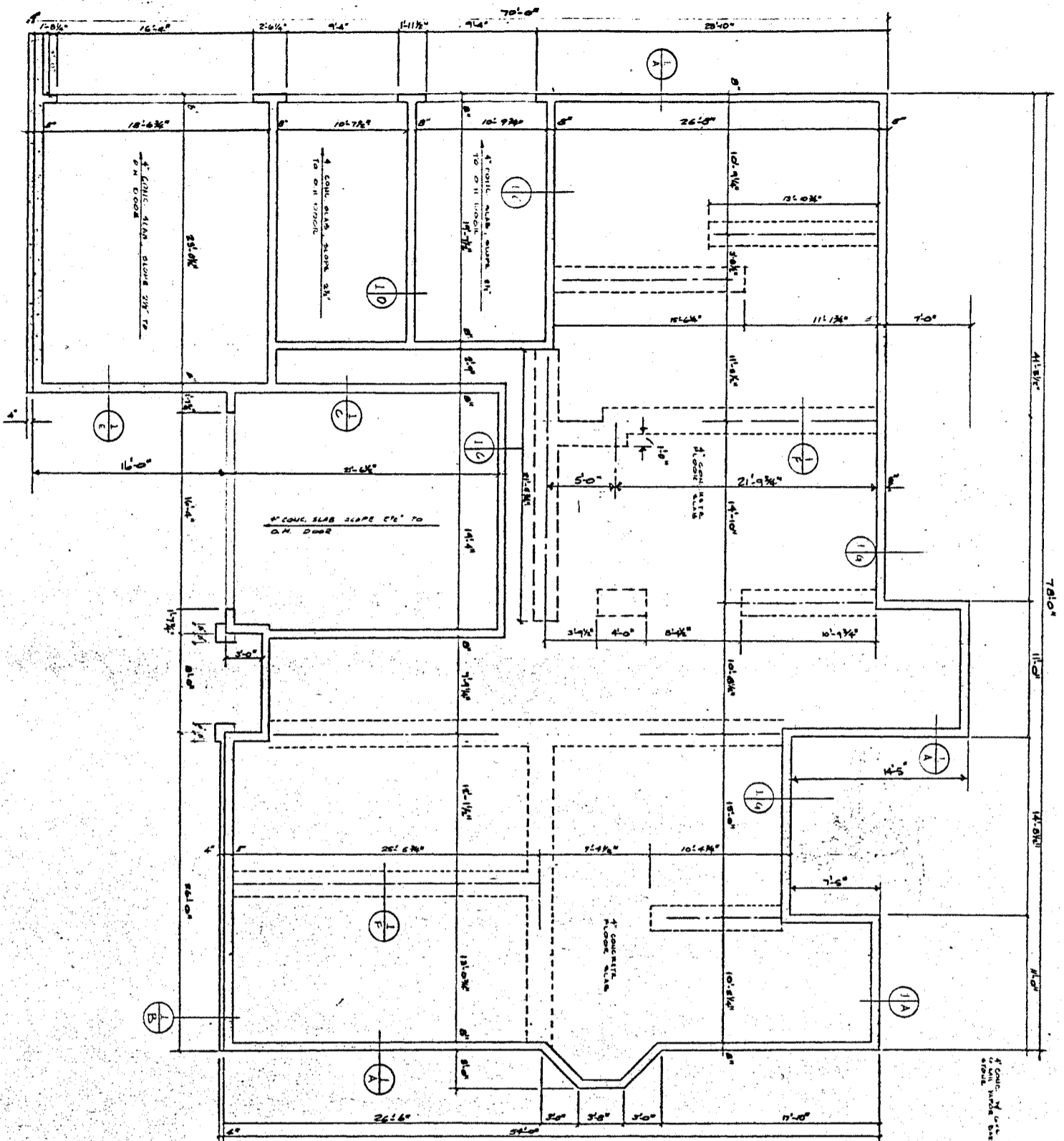
UNIT D FLOOR PLAN

SHEET 6 OF 15  
 COM. NO. 13-071015  
 DATE: 10-1-37  
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 CHECKED BY: [Name]

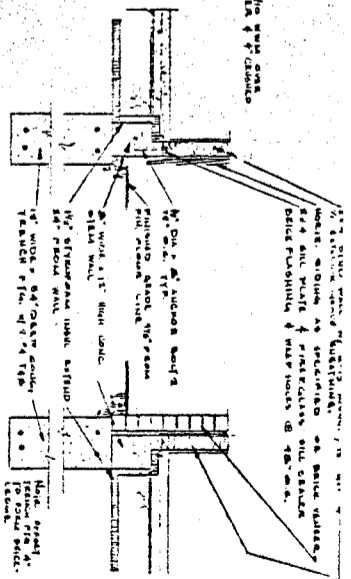
**SKOGMAN CONSTRUCTION COMPANY**  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

241 15th & 1st  
 ARCHITECTS & ENGINEERS  
 1115 1/2 E. 12th ST.  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 314-427-0707

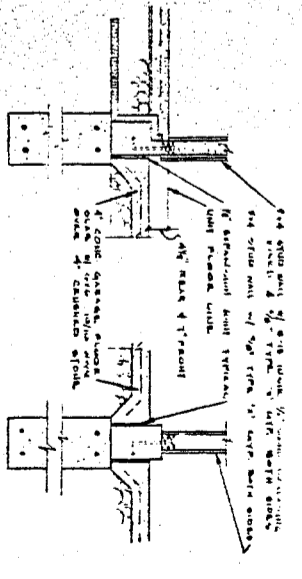
SEAL  
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 STATE OF IOWA  
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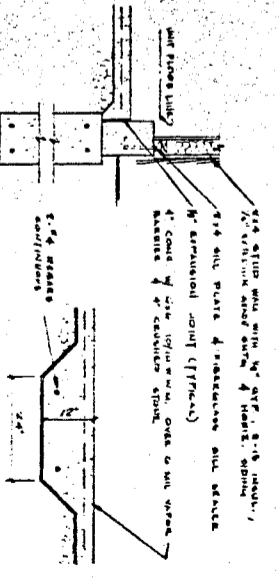
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 CONC. FLOOR WITH REINFORCING BARS  
 CONC. SLAB WITH REINFORCING BARS



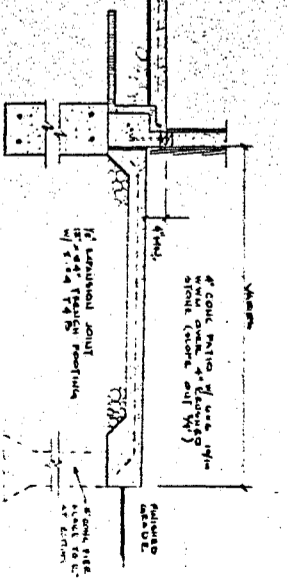
DETAIL 1 UNIT ENTRANCE & SILL



DETAIL 2 UNIT ENTRANCE & SILL



DETAIL 3 UNIT ENTRANCE & SILL



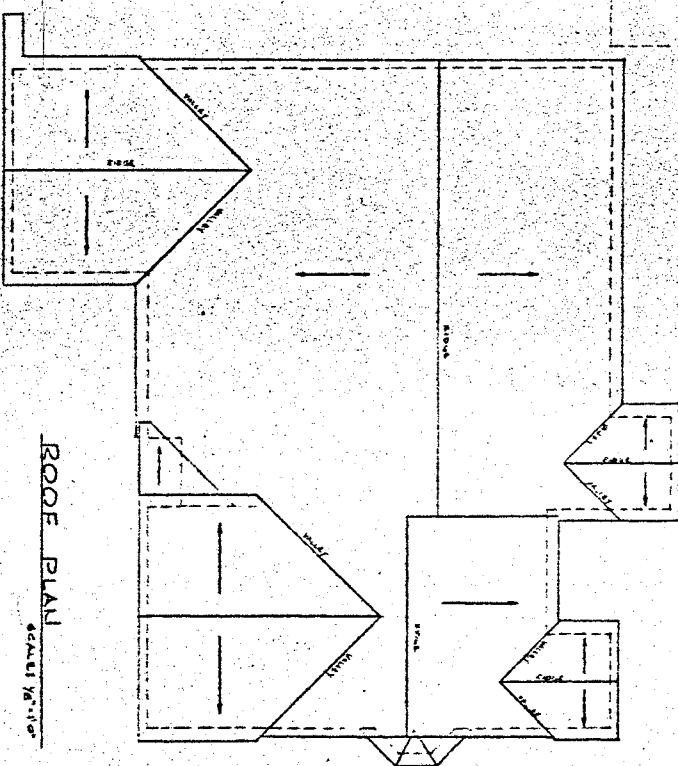
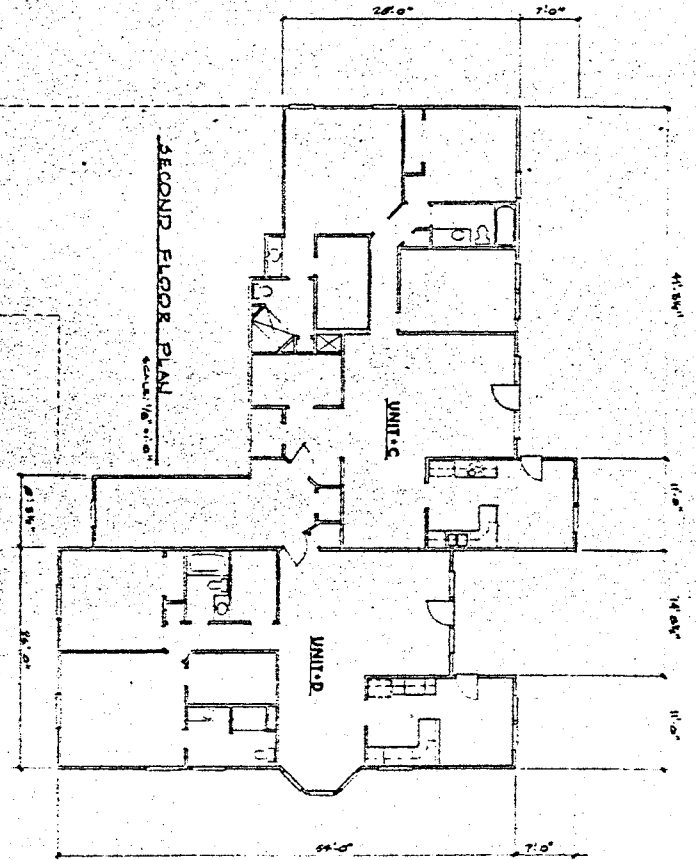
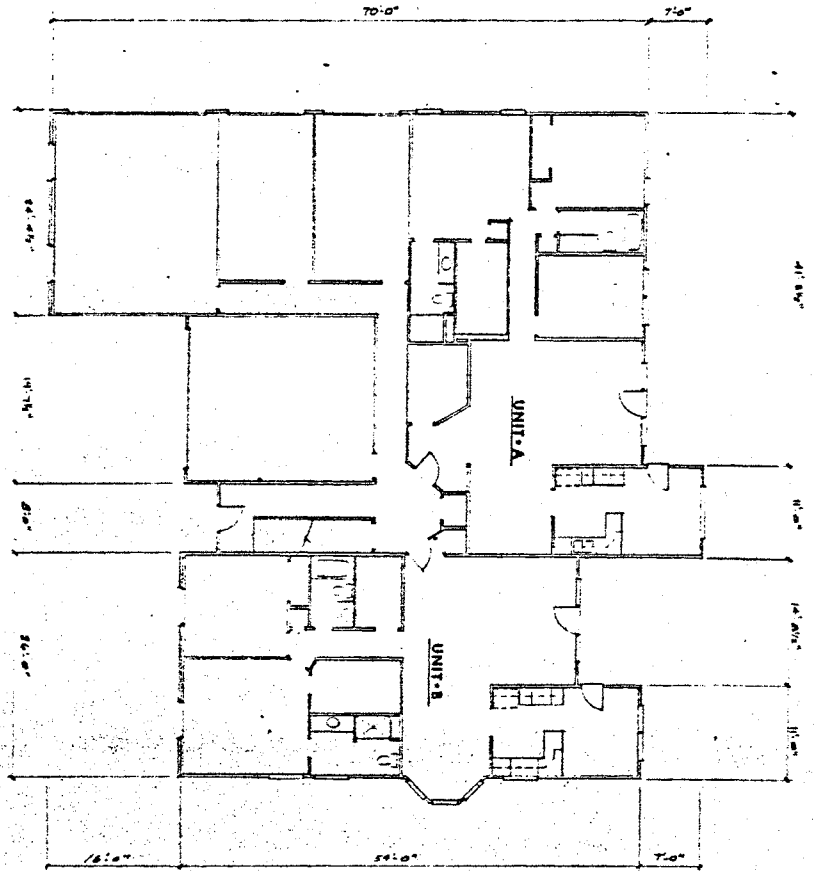
DETAIL 4 UNIT ENTRANCE & SILL

SAUL BEN & ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 10234 BACH BOULEVARD  
 ST. LOUIS, MISSOURI 63132  
 TELEPHONE 314/427-0707

**SKOGMAN CONSTRUCTION COMPANY**  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

CONTRACT NO.	13-871015
DATE	11-12-57
REVISION	
BY	
CHECKED	

SHEET  
 1 OF 15



SKOGMAN CONSTRUCTION COMPANY  
410 FIRST AVENUE  
CEDAR RAPIDS, IOWA 52401

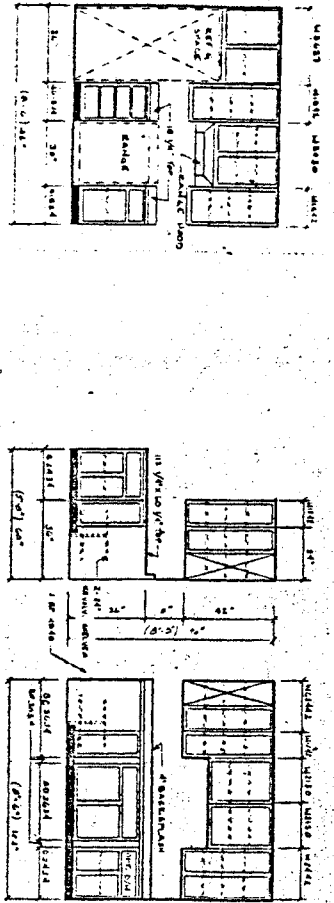
SAL BISH & ASSOCIATES  
ARCHITECTS & ENGINEERS  
10234 BACH BOULEVARD  
ST. LOUIS, MISSOURI 63132  
TELEPHONE 314/427-6707



EXHIBIT "E-2"

2 OF 15  
SHEET

CONTRACT NO.	13-871013
DATE OF CONTRACT	11-15-57
REVISION	E. II 12-2-57



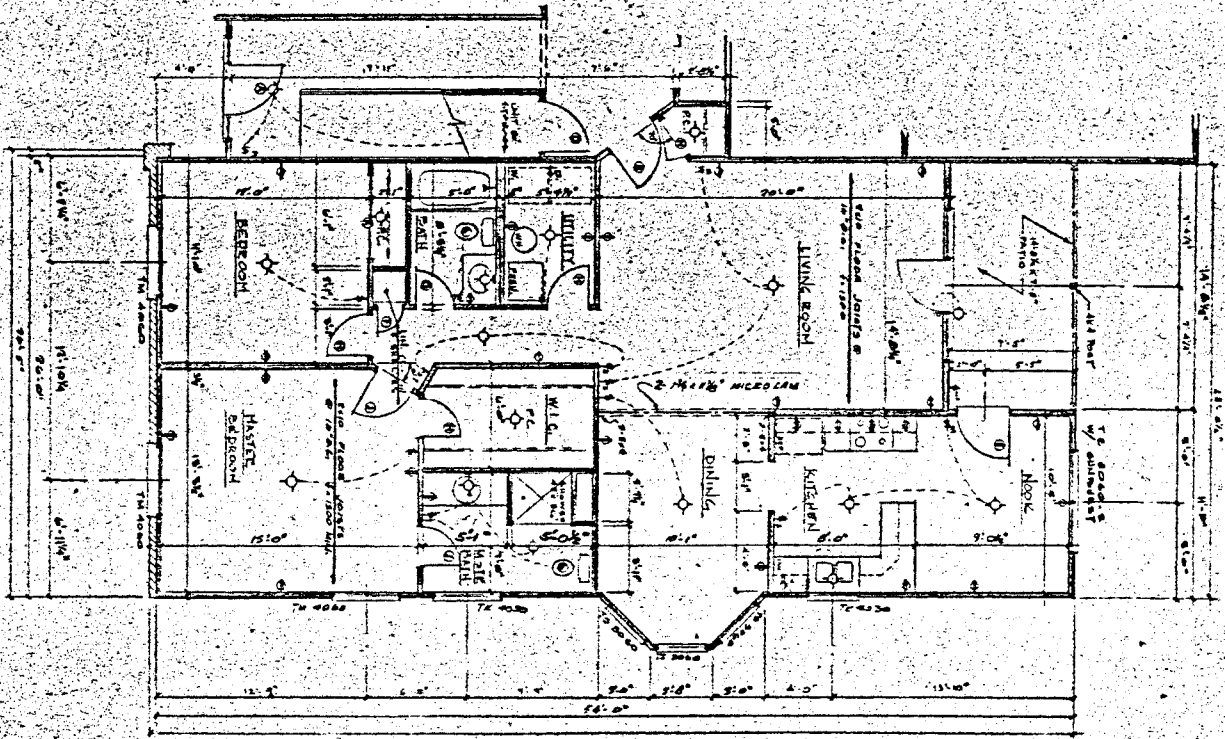
KITCHEN

BATH ELEVATION

M. BATH

DOOR		DOOR SCHEDULE		HARDWARE		SPECIAL NOTES	
CODE	DESCRIPTION	FINISH	PROJECT	TYPE	FINISH	TYPE	NOTES
A	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
B	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
C	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
D	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
E	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
F	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
G	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
H	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
I	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
J	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
K	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
L	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
M	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
N	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
O	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
P	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
Q	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"
R	1/2" x 6" x 2" door	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"

WINDOW SCHEDULE											
CODE	DESCRIPTION	FINISH	PROJECT	TYPE	FINISH	TYPE	NOTES				
A	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
B	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
C	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
D	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
E	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
F	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
G	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
H	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
I	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
J	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
K	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
L	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
M	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
N	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
O	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
P	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
Q	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				
R	1/2" x 6" x 2" window	1/2" x 6" x 2"		1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"	1/2" x 6" x 2"				



UNIT B FLOOR PLAN

Key Plan 1944

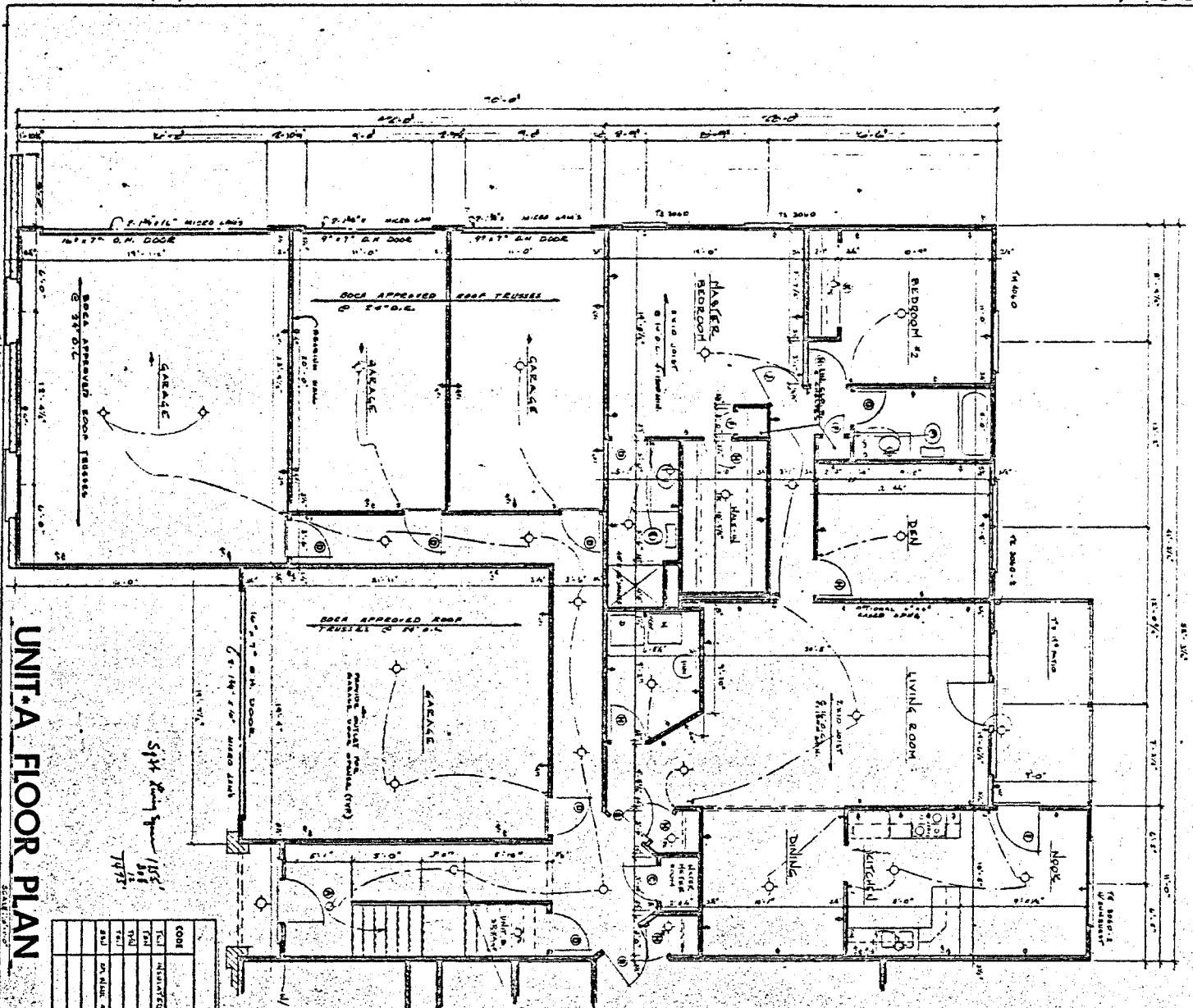
4 OF 15  
SHEET

CDMA NO. 13-87015  
REVISION

SKOGMAN CONSTRUCTION COMPANY  
410 FIRST AVENUE  
CEDAR RAPIDS, IOWA 52401

SAIL DEN & ASSOCIATES ARCHITECTS & DESIGNERS  
10234 BACH BOULEVARD  
ST. LOUIS, MISSOURI 63132  
TELEPHONE 314/421-4707

STATE REGISTERED ARCHITECT  
SAIL DEN  
NUMBER A-1331



UNIT-A FLOOR PLAN

5151 - Living Room  
5152 - Kitchen  
5153 - Dining Room  
5154 - Bedroom  
5155 - Bedroom  
5156 - Bath  
5157 - Garage

5158 - Living Room  
5159 - Kitchen  
5160 - Dining Room  
5161 - Bedroom  
5162 - Bedroom  
5163 - Bath  
5164 - Garage

5165 - Living Room  
5166 - Kitchen  
5167 - Dining Room  
5168 - Bedroom  
5169 - Bedroom  
5170 - Bath  
5171 - Garage

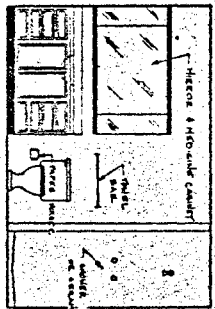
5172 - Living Room  
5173 - Kitchen  
5174 - Dining Room  
5175 - Bedroom  
5176 - Bedroom  
5177 - Bath  
5178 - Garage

5179 - Living Room  
5180 - Kitchen  
5181 - Dining Room  
5182 - Bedroom  
5183 - Bedroom  
5184 - Bath  
5185 - Garage

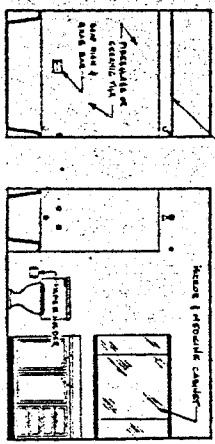
5186 - Living Room  
5187 - Kitchen  
5188 - Dining Room  
5189 - Bedroom  
5190 - Bedroom  
5191 - Bath  
5192 - Garage

5193 - Living Room  
5194 - Kitchen  
5195 - Dining Room  
5196 - Bedroom  
5197 - Bedroom  
5198 - Bath  
5199 - Garage

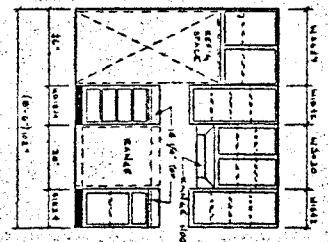
5200 - Living Room  
5201 - Kitchen  
5202 - Dining Room  
5203 - Bedroom  
5204 - Bedroom  
5205 - Bath  
5206 - Garage



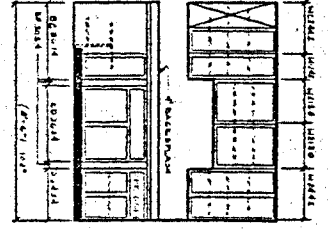
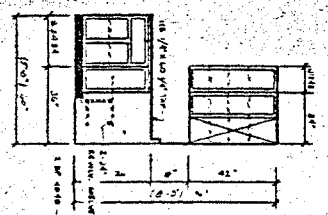
M. BATH



BATH ELEVATION



KITCHEN



DOOR SCHEDULE		HARDWARE		SPECIAL NOTES	
NO.	DESCRIPTION	FINISH	TYPE	NO.	DESCRIPTION
1	6'0\"	1	1	1	1
2	6'0\"	1	1	1	1
3	6'0\"	1	1	1	1
4	6'0\"	1	1	1	1
5	6'0\"	1	1	1	1
6	6'0\"	1	1	1	1
7	6'0\"	1	1	1	1
8	6'0\"	1	1	1	1
9	6'0\"	1	1	1	1
10	6'0\"	1	1	1	1
11	6'0\"	1	1	1	1
12	6'0\"	1	1	1	1
13	6'0\"	1	1	1	1
14	6'0\"	1	1	1	1
15	6'0\"	1	1	1	1
16	6'0\"	1	1	1	1
17	6'0\"	1	1	1	1
18	6'0\"	1	1	1	1
19	6'0\"	1	1	1	1
20	6'0\"	1	1	1	1

WINDOW SCHEDULE

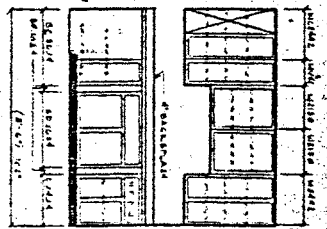
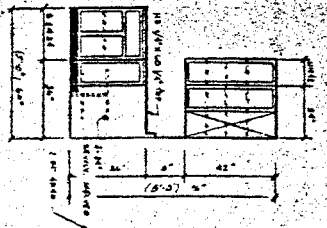
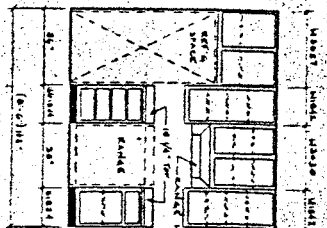
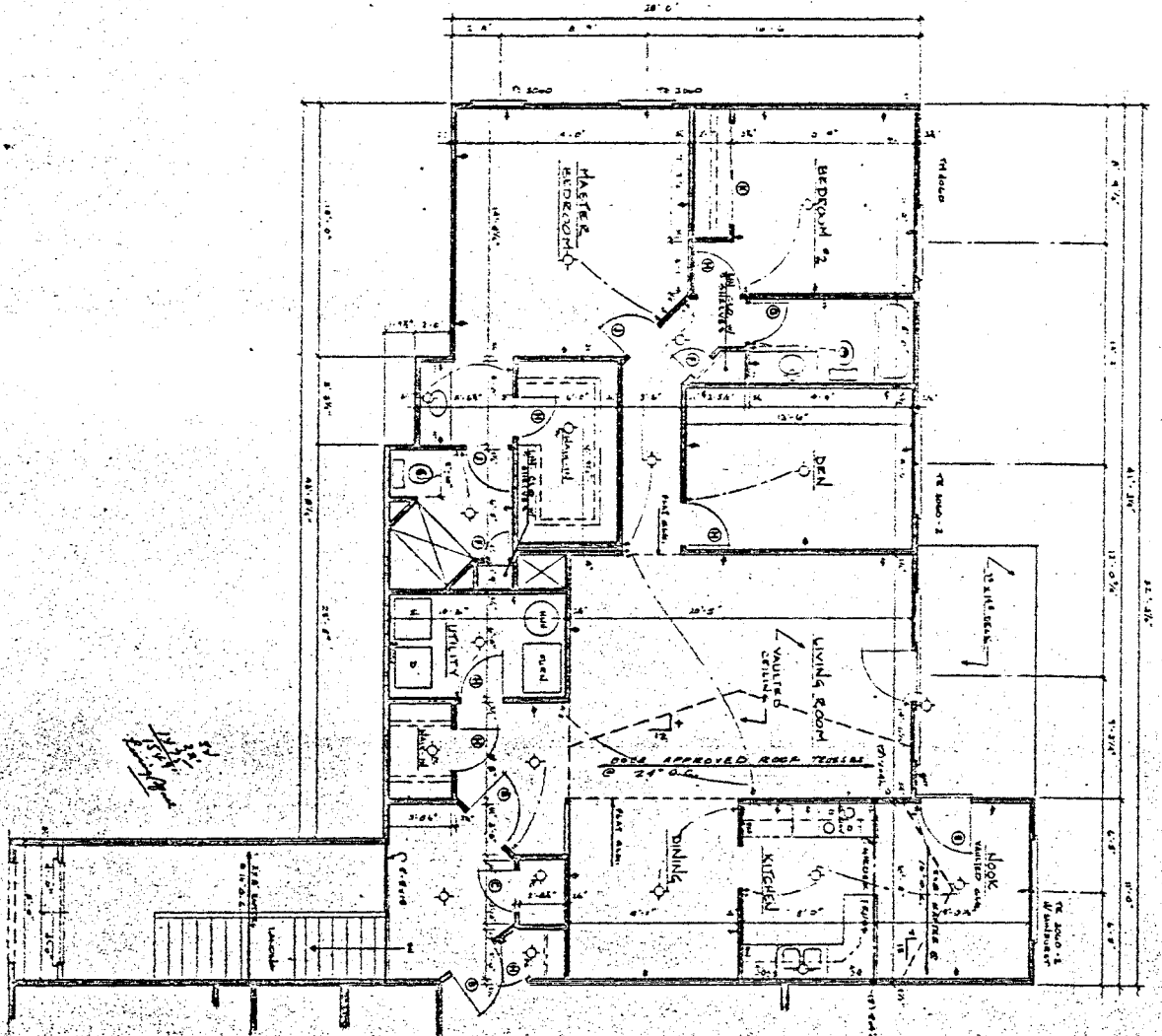
NO.	DESCRIPTION	FINISH	TYPE	MANUFACTURER	NOTE
1	6'0\"	1	1	1	1
2	6'0\"	1	1	1	1
3	6'0\"	1	1	1	1
4	6'0\"	1	1	1	1
5	6'0\"	1	1	1	1
6	6'0\"	1	1	1	1
7	6'0\"	1	1	1	1
8	6'0\"	1	1	1	1
9	6'0\"	1	1	1	1
10	6'0\"	1	1	1	1
11	6'0\"	1	1	1	1
12	6'0\"	1	1	1	1
13	6'0\"	1	1	1	1
14	6'0\"	1	1	1	1
15	6'0\"	1	1	1	1
16	6'0\"	1	1	1	1
17	6'0\"	1	1	1	1
18	6'0\"	1	1	1	1
19	6'0\"	1	1	1	1
20	6'0\"	1	1	1	1

SKOGMAN CONSTRUCTION COMPANY  
410 FIRST AVENUE  
CEDAR RAPIDS, IOWA 52401

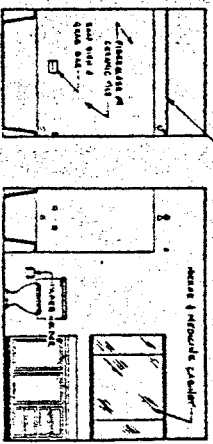
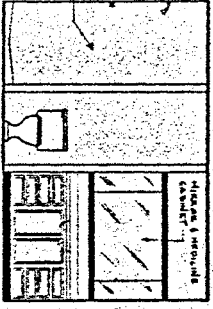
SALL BEN & ASSOCIATES  
ARCHITECTS & ENGINEERS  
1024 BACH BUILDING  
ST. LOUIS, MISSOURI 63102  
TELEPHONE 314/427-6767



UNIT - C FLOOR PLAN



KITCHEN



M. BATH

BATH ELEVATION

DOOR SCHEDULE

COORD	T	W	H	N	DESCRIPTION	MATERIAL	FINISH	HARDWARE	SPECIAL NOTES
A	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
B	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
C	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
D	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
E	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
F	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
G	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
H	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
I	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
J	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
K	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
L	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
M	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
N	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
O	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood
P	1/2"	4'	6"	6"	White wood, 6'6" x 6'6"	White wood	White wood	White wood	White wood

WINDOW SCHEDULE

CODE	DESCRIPTION	SECT	SIZE	LIGHT	VENT	WIND	WIND	WIND	FINISH	MANUFACTURER	NOTES
W1	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W2	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W3	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W4	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W5	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W6	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W7	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W8	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W9	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood
W10	1/2" x 4' x 6"	1/2"	4'	6"	6"	White wood	White wood	White wood	White wood	White wood	White wood

SKOGMAN CONSTRUCTION COMPANY  
410 FIRST AVENUE  
CEDAR RAPIDS, IOWA 52401

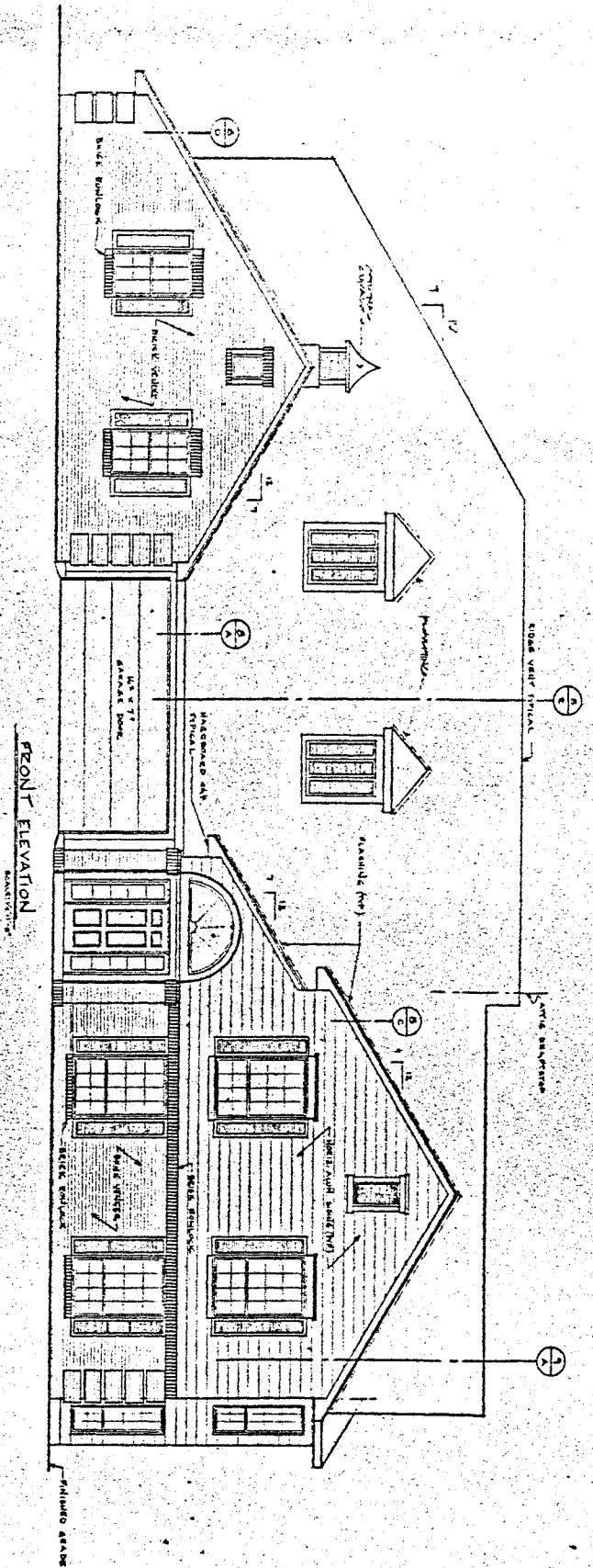
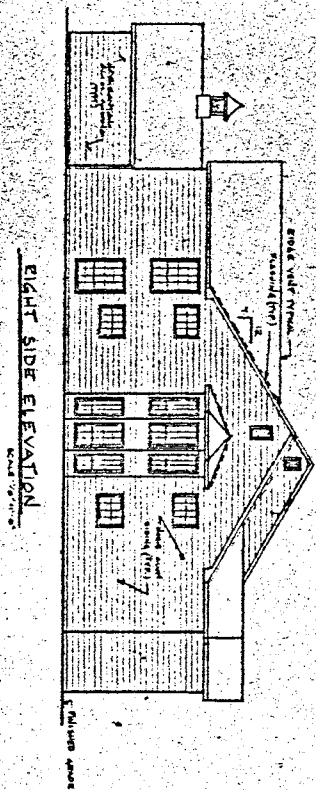
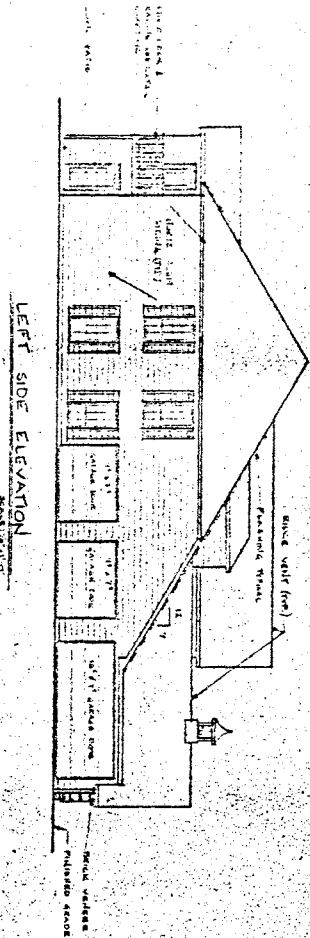
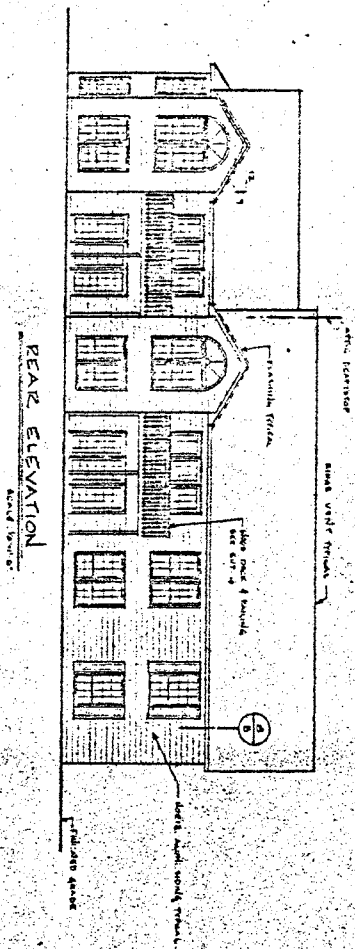
5 SHEET  
5 OF 15

COMM. NO. 13-871015  
DATE: 11-12-53

SM. DEN & ASSOCIATES  
ARCHITECTS & ENGINEERS  
11234 BACH BOULEVARD  
ST. LOUIS, MISSOURI 63132  
TELEPHONE 314/427-0707

SALE DEEN NUMBER 11231





SHEET  
TOP 1st

CONTRACT NO.	13-071015
DATE OF CONTRACT	8-11-18-27
REVISION	
DATE OF REVISION	

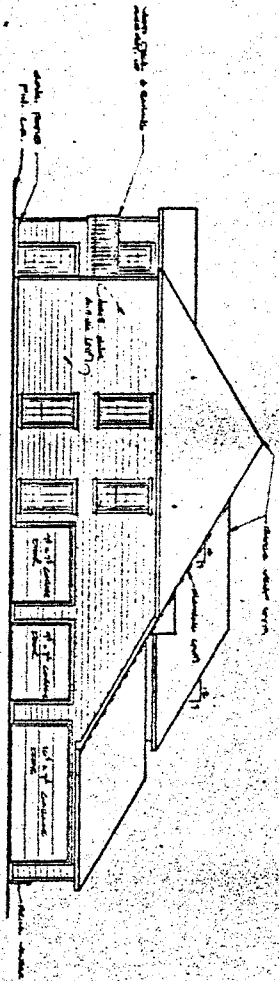
SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

SAUL KEN & ASSOCIATES  
 ARCHITECTS & DESIGNERS  
 10234 BACH BOULEVARD  
 ST. LOUIS, MISSOURI 63132  
 TELEPHONE 314-427-0787

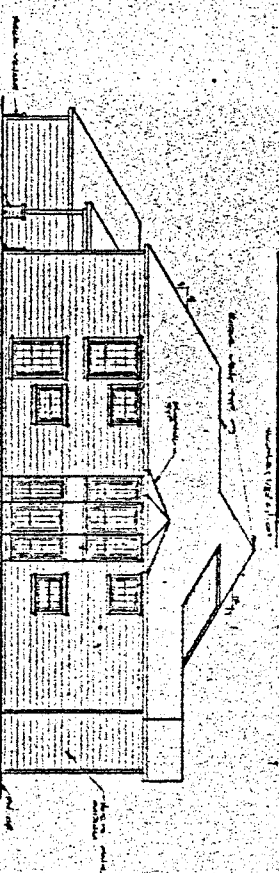




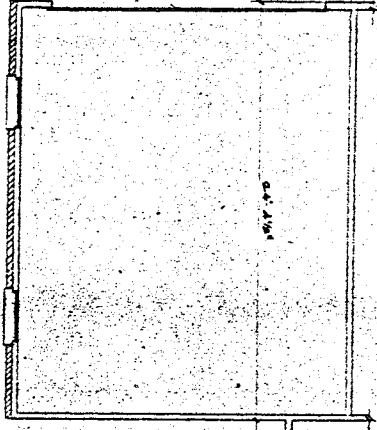
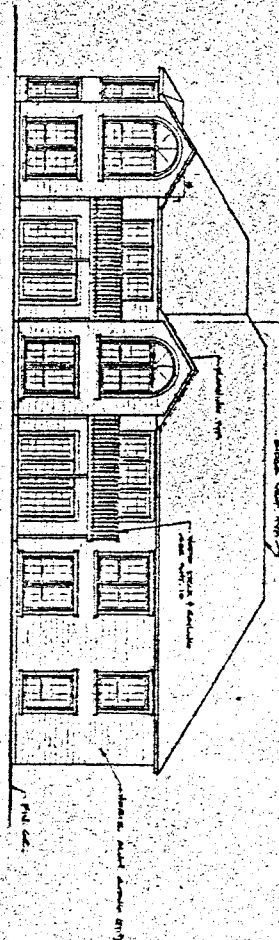
LEFT SIDE ELEVATION  
SCALE 1/8" = 1'-0"



RIGHT SIDE ELEVATION  
SCALE 1/8" = 1'-0"

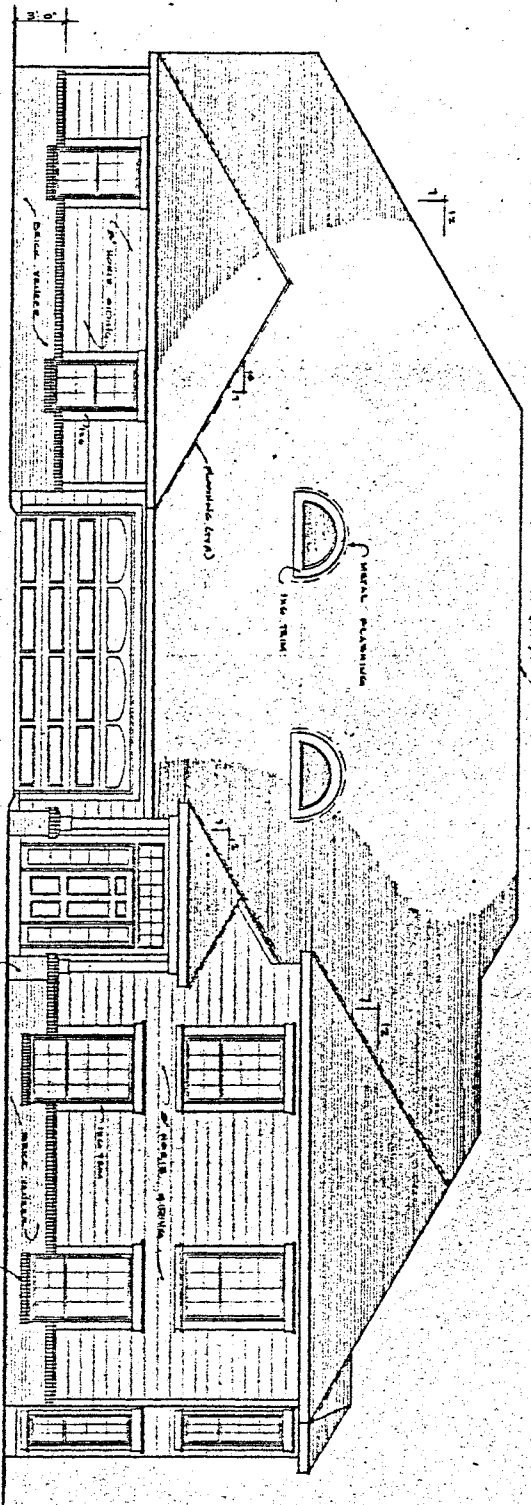


REAR ELEVATION  
SCALE 1/8" = 1'-0"



PARTIAL FLOOR PLAN  
SCALE 1/8" = 1'-0"

FRONT ELEVATION  
SCALE 1/8" = 1'-0"



SHEET  
7B  
OF 15

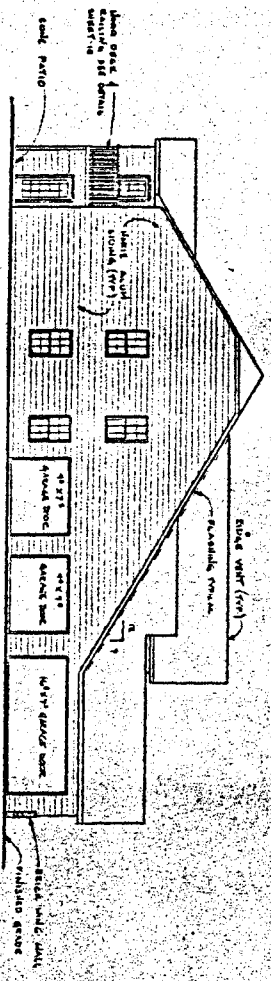
CONTRACT NO.  
13-871015  
DRAWN BY  
REVISION

SKOGMAN CONSTRUCTION COMPANY  
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CEDAR RAPIDS, IOWA 52401

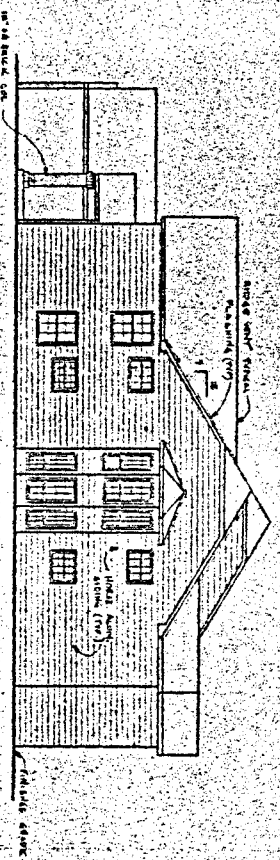
DALL ENN & ASSOCIATES  
ARCHITECTS & ENGINEERS  
1224 BACH BOULEVARD  
ST. LOUIS, MISSOURI 63132  
TELEPHONE 344-427-0707



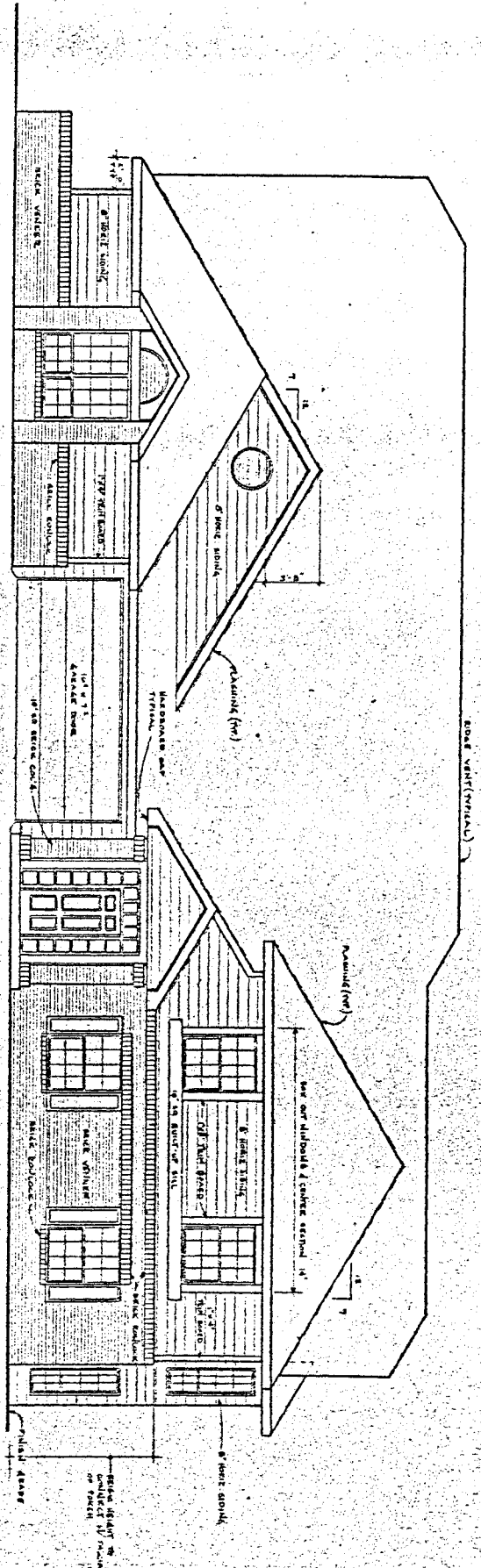
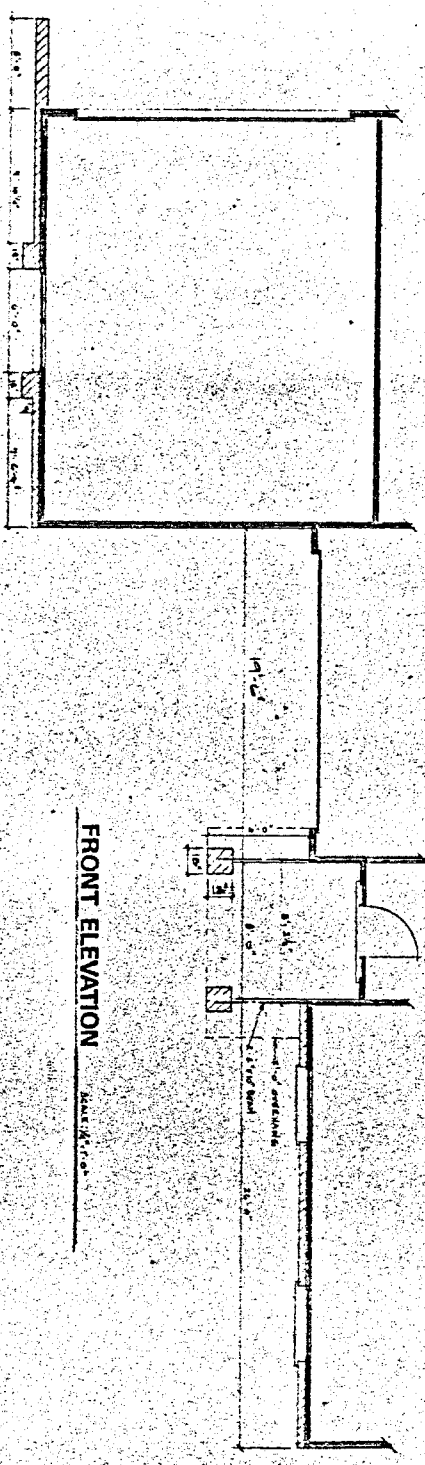
LEFT SIDE ELEVATION



RIGHT SIDE ELEVATION



FRONT ELEVATION



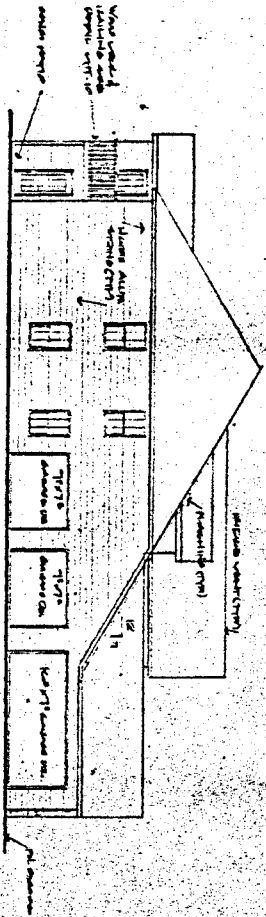
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4 OF 5

COMP. NO.  
13-87103  
DATE: 10-1-31  
REVISION

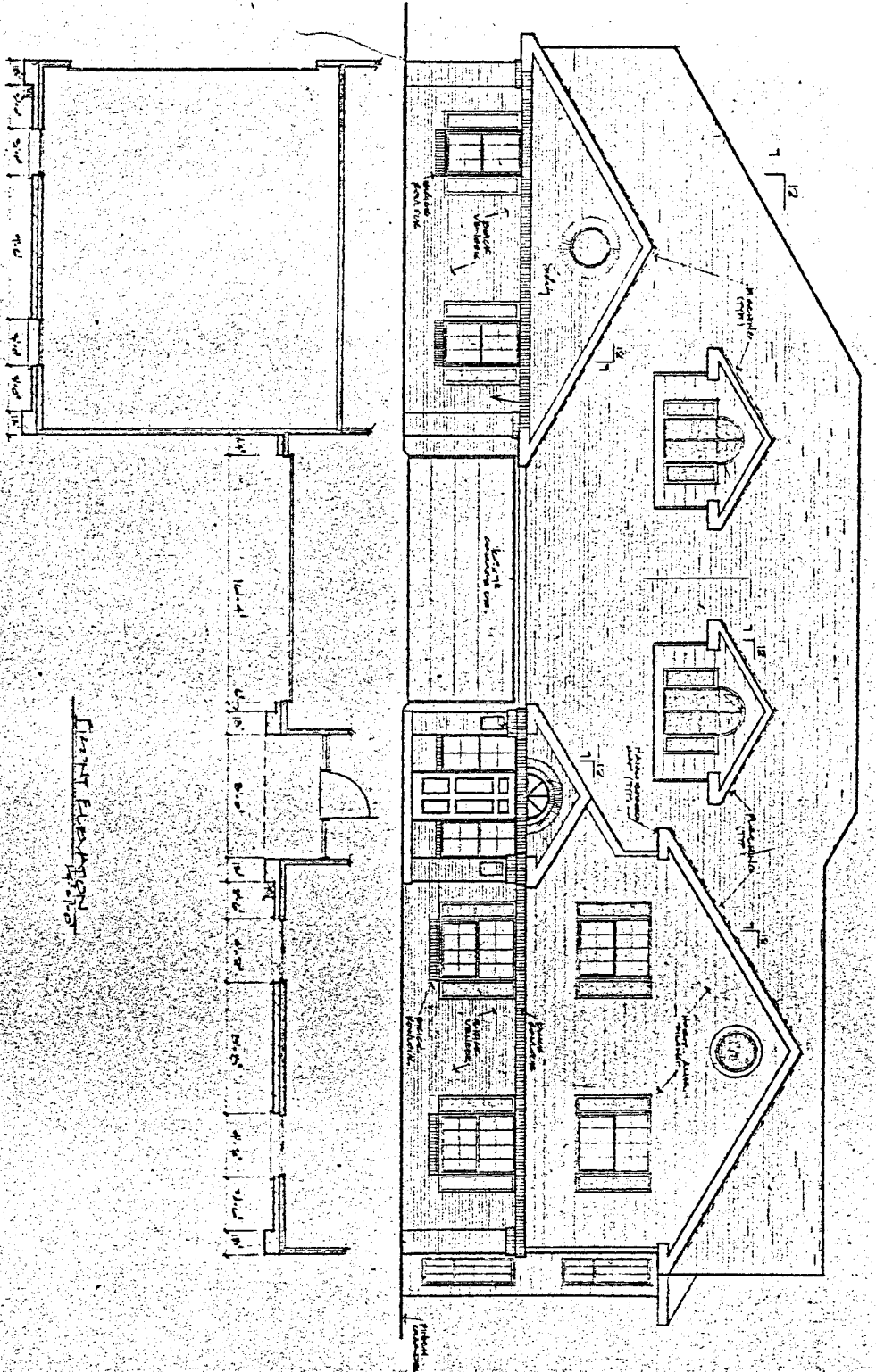
SKOGMAN CONSTRUCTION COMPANY  
410 FIRST AVENUE  
CEDAR RAPIDS, IOWA 52401

SAL BEN & ASSOCIATES  
ARCHITECTS & ENGINEERS  
10234 BACH BULEVARD  
ST. LOUIS, MISSOURI 63122  
TELEPHONE 314/427-0707

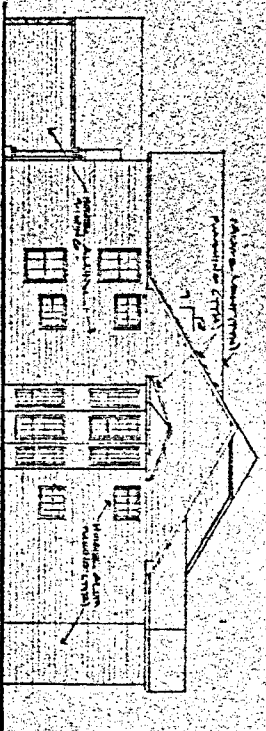




Rear Elevation



Front Elevation



Right Side Elevation

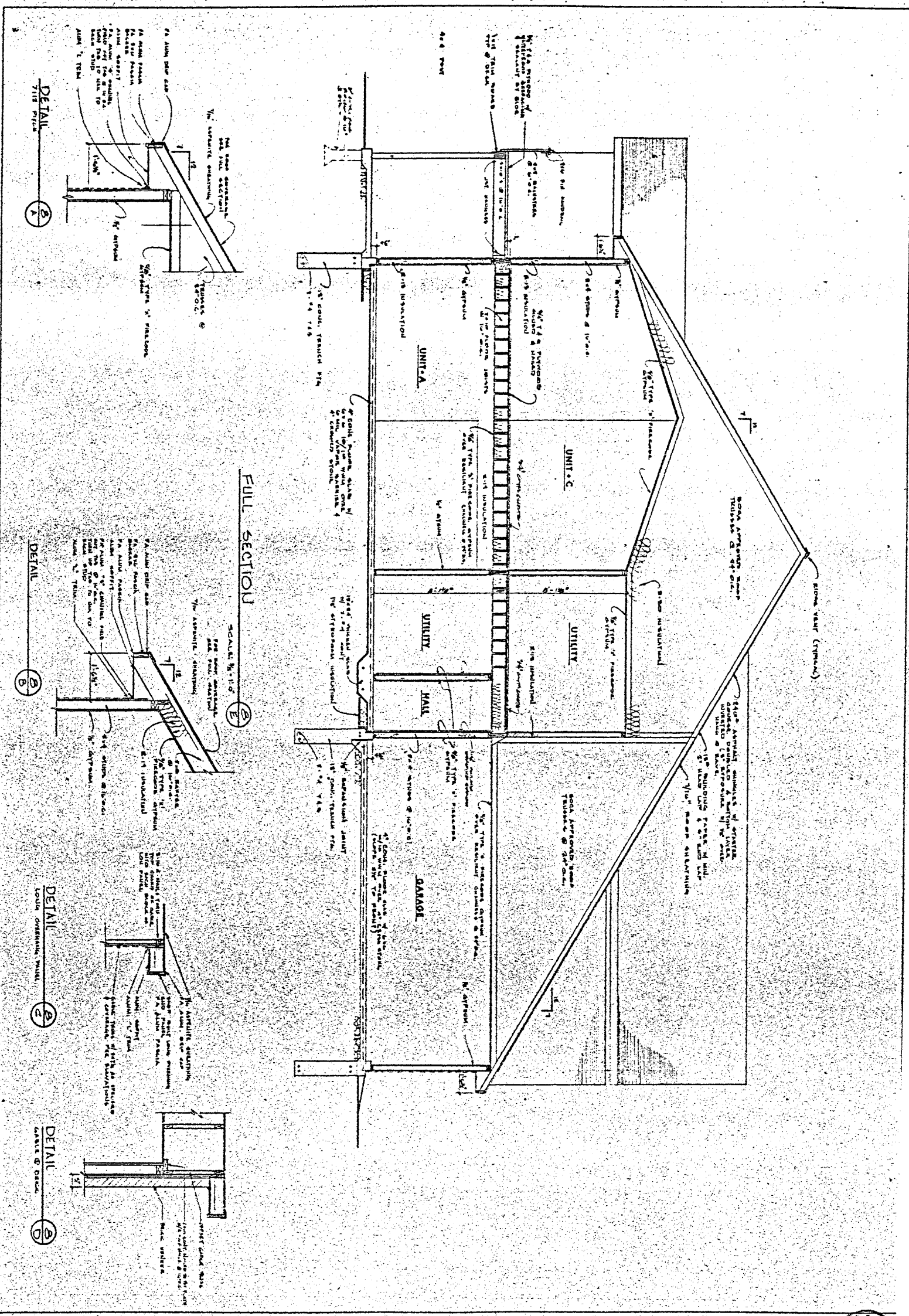
SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

PAUL FISH & ASSOCIATED ARCHITECTS & ENGINEERS  
 18234 BASH HILL AVENUE  
 ST. LOUIS, MISSOURI 63138  
 TELEPHONE 314/427-0707



SHEET 7D  
 D. OF C.

CONTRACT NO. 13-871015  
 DATE 11-1-57  
 REVISION



FULL SECTION

SCALE 1/4" = 1'-0"

DETAIL 7/16 SECTION

DETAIL 7/16 SECTION

DETAIL LOUIS OVERHEAD WALL

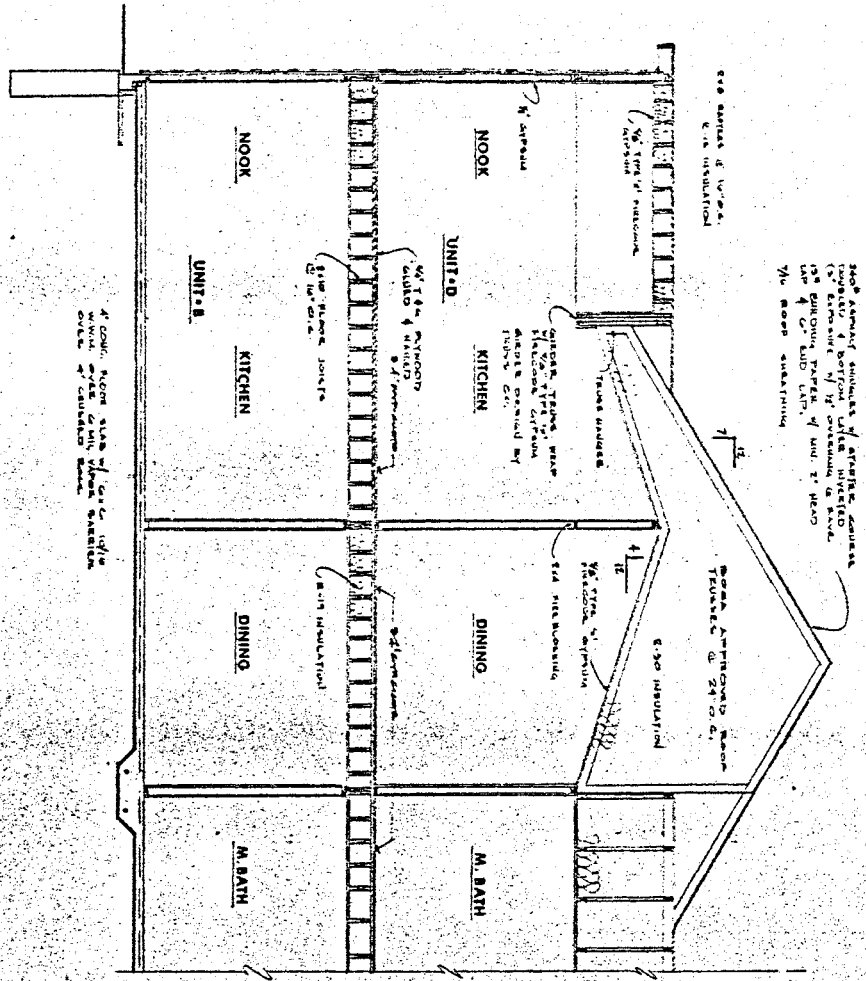
DETAIL WALL & CEILING

SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

SAL RED 1 ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 10234 BACH BELLEVARD  
 ST. LOUIS, MISSOURI 63132  
 TELEPHONE 314/427-0767



COMM. NO.	13-07015
DRAWN BY	REVISION
DATE	11/17/27



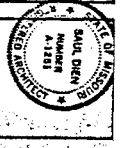
PARTIAL SECTION  
SECTION THROUGH WALL

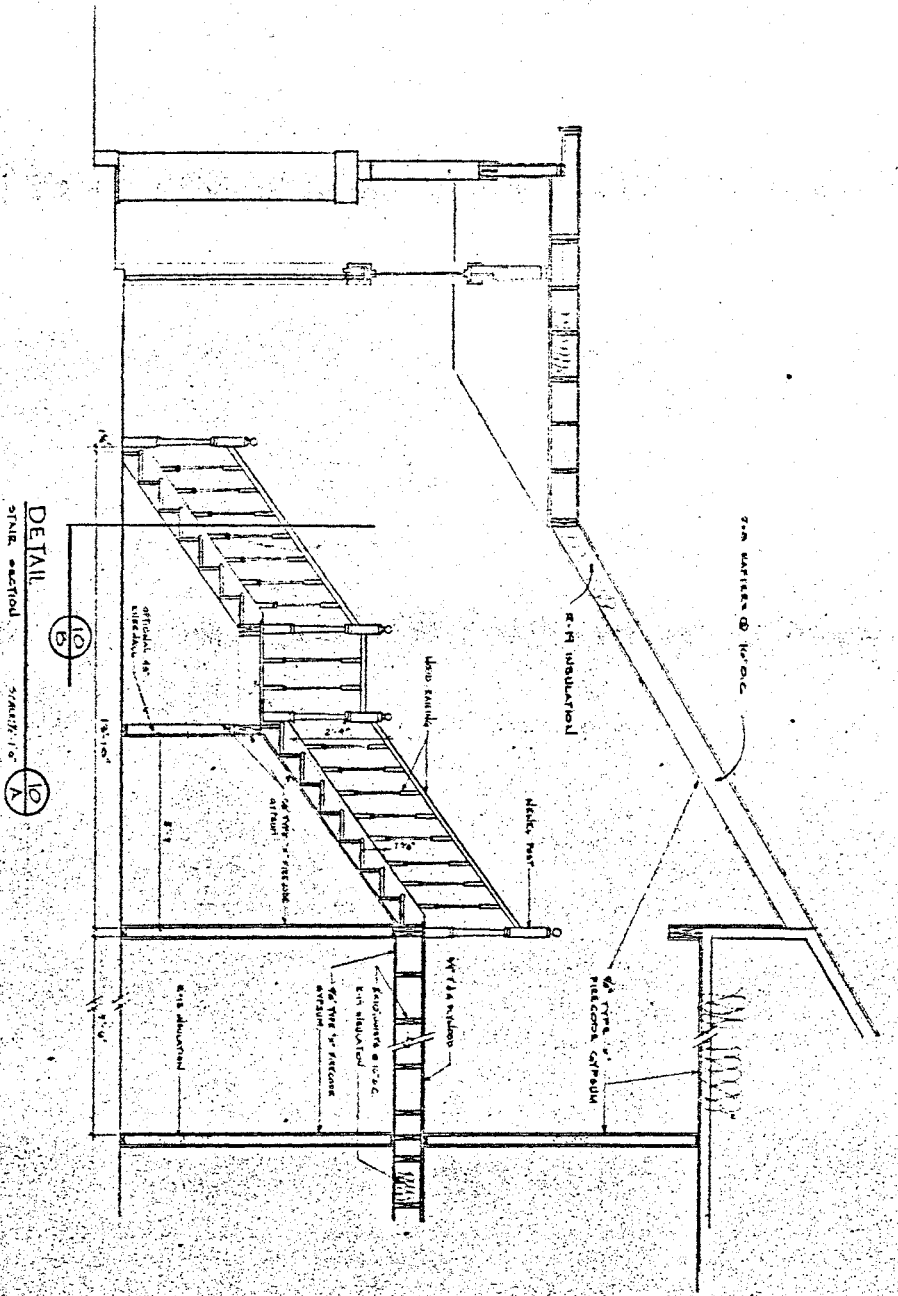
12 OF 15  
6 SHEET

COMP. NO. 13-871015  
DATE 10/28/57  
REVISION  
S. H. B. '57

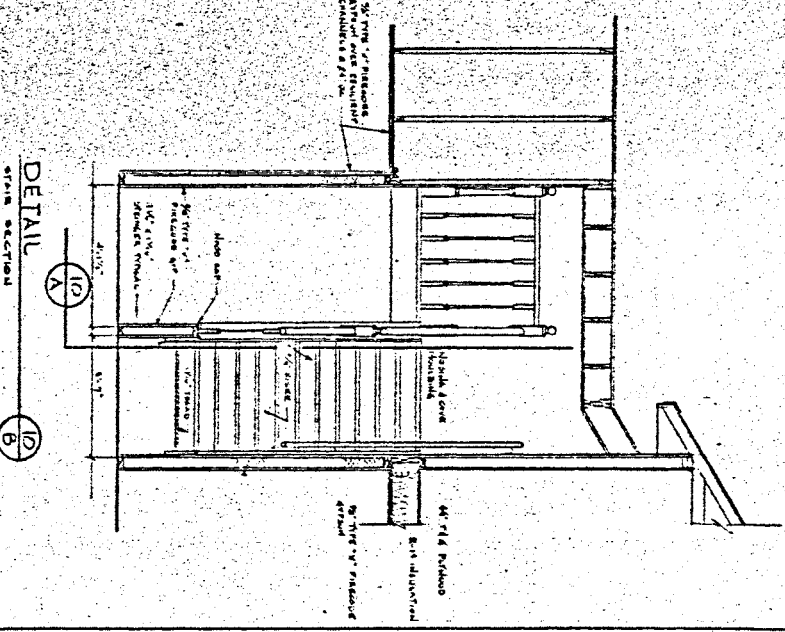
**SKOGMAN CONSTRUCTION COMPANY**  
410 FIRST AVENUE  
CEDAR RAPIDS, IOWA 52401

SALL DEN & ASSOCIATES  
ARCHITECTS • DESIGNERS  
10234 BACH BOULEVARD  
ST. LOUIS, MISSOURI 63122  
TELEPHONE 314/427-6767

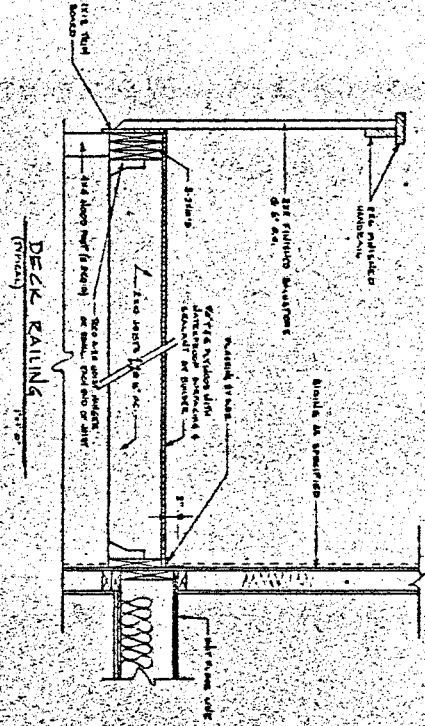




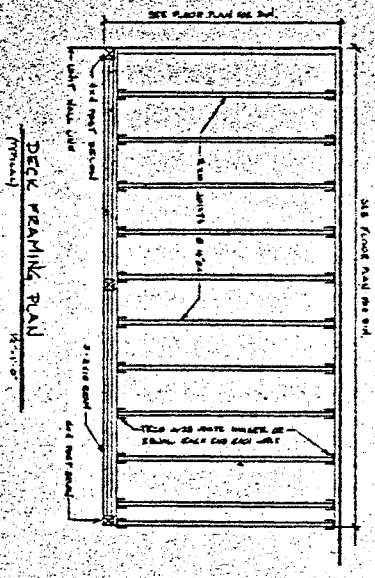
DETAIL  
SIDE SECTION  
SECTION 10



DETAIL  
SIDE SECTION  
SECTION 11



DECK RAILING  
SECTION 12



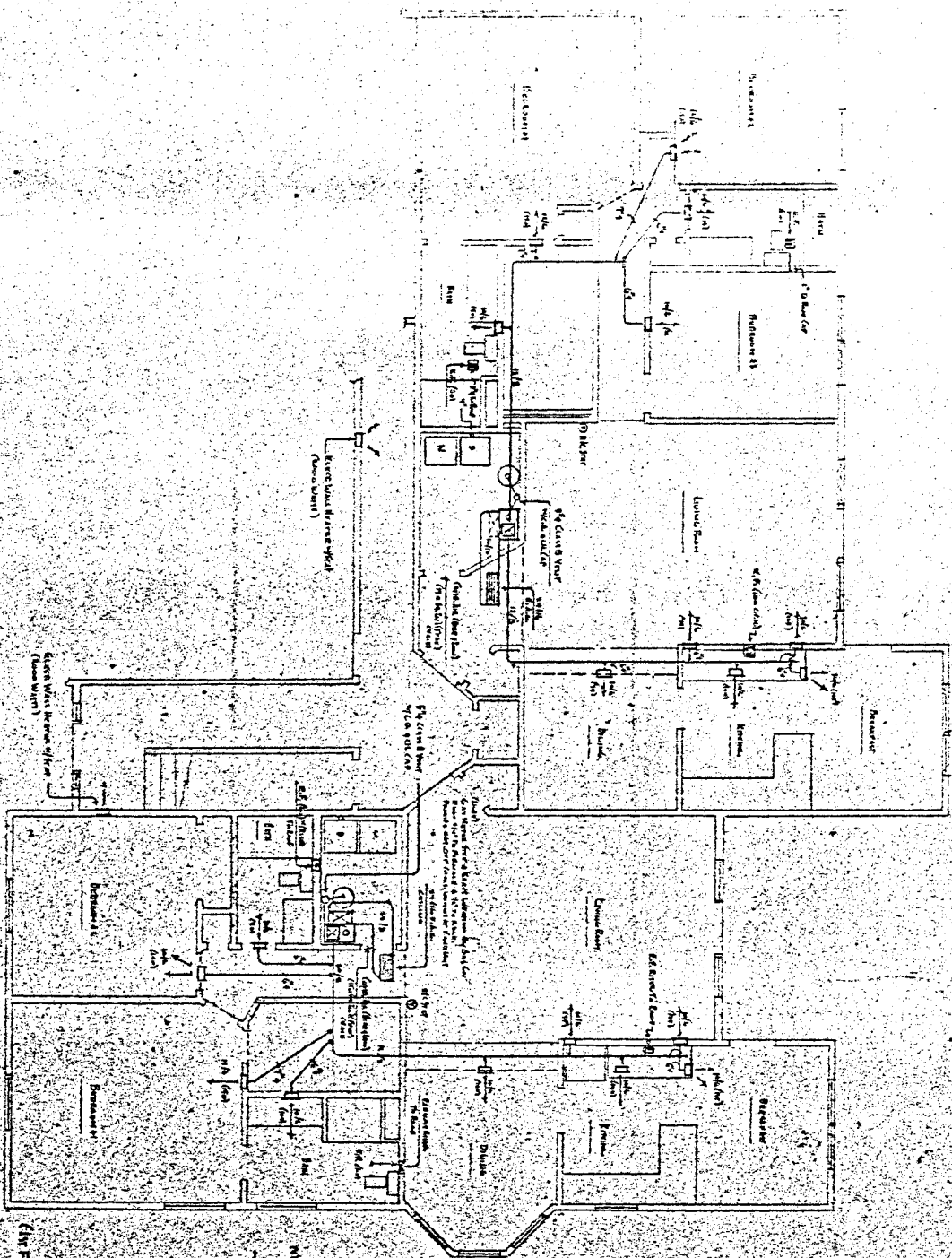
DECK RAILING  
SECTION 13

SKOGMAN CONSTRUCTION COMPANY  
410 FIRST AVENUE  
CEDAR RAPIDS, IOWA 52401

SEA, BEY & ASSOCIATES  
ARCHITECTS & ENGINEERS  
10234 BACH BOULEVARD  
ST. LOUIS, MISSOURI 63132  
TELEPHONE 314/427-6767



CONTRACT NO.	13-87-019
DATE CONTRACT SIGNED	11-13-87
DATE REVISION	
C. H. 13-87	



(Aufg. 1 u. 2 c. 1b)  
 1) *Verfahren* - Stützwand (Bauweise) (in 2. Abt. (Konstruktion))  
 2) *Verfahren* - Stützwand (Bauweise) (in 2. Abt. (Konstruktion))  
 3) *Verfahren* - Stützwand (Bauweise) (in 2. Abt. (Konstruktion))  
 4) *Verfahren* - Stützwand (Bauweise) (in 2. Abt. (Konstruktion))

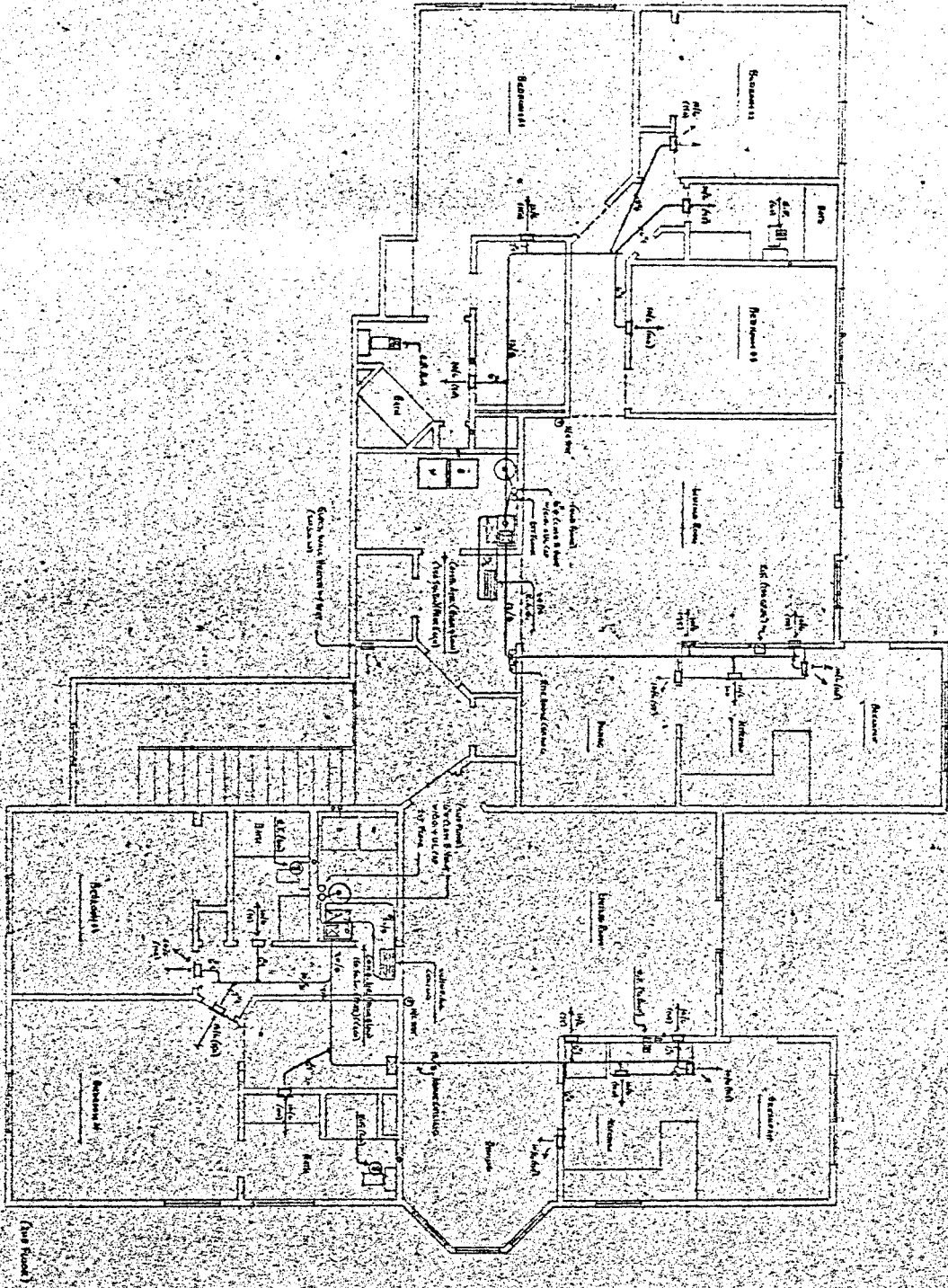
**AMBA**  
 Compagnie  
 Société Anonyme  
 Capital: 100,000,000 Francs

Architect: *Maxime Bédouin*

Scale: 1/50

Sheet: 4 of 15





**AAA**  
**Campanella**  
 ARCHITECTS  
 1000 15th Street, N.W.  
 Washington, D.C. 20004  
 Phone: 202-462-1111

**SHEET 15 OF 15**

DATE	10/1/54
BY	J.M.
CHECKED	J.M.
APPROVED	J.M.
SCALE	AS SHOWN





APARTMENT NUMBER		LIVING AREA SQ. FT.	STORAGE AREA SQ. FT.	GARAGE AREA SQ. FT.	TOTAL SQ. FT.	PERCENTAGE INTEREST IN COMMON AREA
4225						
Westchester	A	1480	0	420	1900	6.66
Dr. N. E.	B	1340	15	265	1620	5.67
	C	1550	0	450	2000	7.00
	D	1340	15	265	1620	5.67
4245						
Westchester	A	1480	0	420	1900	6.66
Dr. N. E.	B	1340	15	265	1620	5.67
	C	1550	0	450	2000	7.00
	D	1340	15	265	1620	5.67
4325						
Westchester	A	1480	0	420	1900	6.66
Dr. N. E.	B	1340	15	265	1620	5.67
	C	1550	0	450	2000	7.00
	D	1340	15	265	1620	5.67
4345						
Westchester	A	1480	0	420	1900	6.66
Dr. N. E.	B	1340	15	265	1620	5.67
	C	1550	0	450	2000	7.00
	D	1340	15	265	1620	5.67

EXHIBIT "F"

CERTIFICATE

I hereby certify that the Plat of Survey of Land (designated Exhibit "A") submitted to the Horizontal Property Regime and lists of legal descriptions of real estate and easements contained in this Amendment to The Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, located in Cedar Rapids, Linn County, Iowa, to which this Certificate is attached, accurately depicts the legal description and location and dimensions of the land as thus described, and also accurately depicts the easements identified in Exhibit "B" as they now exist, on the date hereof.

I further certify that I am a registered land surveyor licensed to practice in the State of Iowa under Registration No. 10677.

Dated this 23<sup>RD</sup> day of MAY, A.D., 1988.

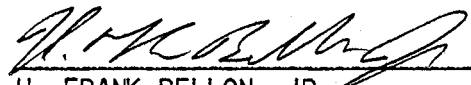
  
H. FRANK BELLON, JR.



EXHIBIT "G"

CERTIFICATE

I hereby certify that the Building Plans identified as Exhibit "E" are a full and exact copy of the plans of the building, which show graphically all particulars of the building including, but not limited to, the dimensions, area and location of common elements affording access to each apartment.

I further certify that the Floor Plans identified as Exhibits "C" and "D" and attached to the Declaration, accurately depict, as stated thereon, the location of each apartment within the apartment building the number of rooms for each apartment, and the dimensions thereof, and the area of the apartments, the common area to which apartment has access, the particulars of the apartment building and the dimensions, area and location of all common elements affording access to each apartment, all as they now exist, on the date hereof.

I further certify that I am a registered Architect, licensed to practice in the State of Iowa, under Registration No. 2196.

Dated this 25 day of MAY, A.D., 1988.

  
SAUL DIEN, AIA

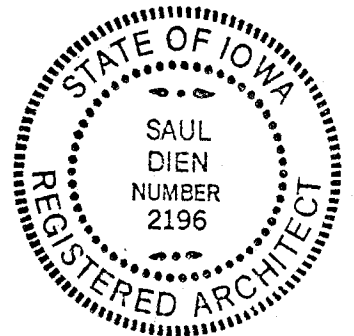


EXHIBIT "H"

121832 Linn

~~2043~~ ~~585~~

ARTICLES OF INCORPORATION  
OF

LEXINGTON EAST UNIT ONE OWNER'S ASSOCIATION

The undersigned, acting as incorporators of a corporation under the Iowa Non-Profit Corporation Act under Chapter 504A of th 1987 Code of Iowa, adopts the following Articles of Incorporation for such corporation:

ARTICLE I

DOCUMENTS 28250  
RECORDING FEE 25

NAME

The name of this corporation is LEXINGTON EAST UNIT ONE OWNER'S ASSOCIATION, and it is incorporated under Chapter 504A of the 1987 Code of Iowa

FILED  
CONTRACTS  
COURT CLERK  
88 JUN 9 10:08  
LINN COUNTY IOWA

RECEIVED

ARTICLE II

JUN 01 1988

PURPOSE AND POWERS

COUNTY RECORDER  
Linn County, Iowa

A. The purpose of the corporation is to provide an entity for management of the affairs of and to act as the council of co-owners for that certain Horizontal Property Regime, commonly known as a condominium complex; created and submitted pursuant to the provisions of Chapter 499B, of the 1987 Code of Iowa, known as "Lexington East Unit One, a condominium" (hereinafter sometimes referred to as Regime), and to be located on all or certain portions of the following described real estate situated in Linn County, Iowa, to-wit:

LOT ONE AND LOT A LEXINGTON EAST FIRST  
ADDITION IN THE CITY OF CEDAR RAPIDS, IOWA

0512881505001001 6906ARTI SOS \$20.00

(5)

~~2043~~ PAGE 586

The corporation shall have all powers and purposes granted to or implied to a council of co-owners under the provisions of Chapter 499B of the 1985 Code of Iowa, and as are granted or implied by the Declaration of Condominium establishing said Regime, and all of such powers shall likewise constitute lawful purpose of the corporation.

B. In managing the affairs of said Regime, the corporation may join with the management of any other corporation(s) managing a Horizontal Property Regime(s) in securing or providing services of facilities common in whole or in part to both or all, and in discharging the expense thereof.

C. The purposes of the corporation are not for private profit or gain, and no part of the corporation's activities shall consist of carrying on political progaganda or otherwise attempting to influence legislation, and the corporation is expressly prohibited from making any distributions of income to its members, directors or officers, although members, directors or officers may be reimbursed for expenses incurred while conducting the affairs of the corporation. No dividends shall be paid to members at any time.

D. In the event the Declaration of Condominium is amended for the purpose of submitting further land and apartments to the same Horizontal Property Regime which established Lexington East Unit One, this corporation shall function with respect to the affairs of the additional land and building(s) submitted to the Regime as if such land and building(s) had originally been submitted to the Regime, and shall have the powers and purposes over the Regime as enlarged as it had over the original Regime, as submitted.

ARTICLE III

REGISTERED OFFICE AND AGENT

The address of the initial registered office of the corporation is:  
410 First Avenue Building, Cedar Rapids, Iowa 52401, and the name of its  
initial registered agent at such address is: Kyle D. Skogman.

ARTICLE IV

BOARD OF DIRECTORS

The number of Directors constituting the initial Board of Directors  
of the corporation is one (1), and the name and address of the person who is  
to serve as the initial Director is:

Kyle D. Skogman      410 First Avenue Building  
Cedar Rapids, Iowa 52401

The initial Board of Directors shall not be subject to removal until  
his term expires as provided in the By-Laws. Thereafter, a Director may be  
removed from office at a Special Meeting of the members of the corporation in  
such manner as may be provided by the By-Laws.

ARTICLE V

INCORPORATOR

The name and address of the incorporator is:

MIDWEST DEVELOPMENT CO.      410 First Avenue Building  
Cedar Rapids, IA 52401

## ARTICLE VI

BY-LAWS

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

## ARTICLE VII

MEMBERS AND VOTING

Persons or entities owning condominium apartments submitted to the Regime shall be members of the corporation, all of which, and the rights and obligations thereof, shall be governed by the provisions of the By-Laws. The voting rights of the members shall be fixed, limited, enlarged or denied to the extent specified in the By-Laws, provided there shall be as many votes entitled to be cast with respect to the affairs of the corporation, including amendments, dissolution and other determinations authorized by statute, as there have been ownership units submitted to and existing within the Regime, and each member shall be entitled to cast as many votes as there are ownership units appurtenant to the apartment(s) owned by such member, all as is established by the Declaration of Condominiums submitting lands and apartments to the Regime.

## ARTICLE VIII

DISTRIBUTION OF ASSETS UPON LIQUIDATION

In the event of liquidation, assets remaining for distribution, if any, shall be distributed to the members in accordance to their

proportionate share of the ownership units existing in the condominium Regime as determined by the Declaration of Condominium and/or the By-Laws, which distribution shall not be deemed to be a divided or a distribution of income.

MIDWEST DEVELOPMENT CO.

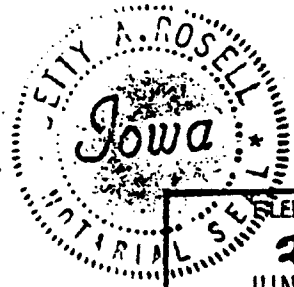


By Kyle Skogman

By Richard A. Siders

STATE OF IOWA )  
                  ) ss:  
LINN COUNTY    )

On this 10th day of May, A.D. 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kyle skogman and Richard A. Siders to me personally known, who, being by me duly sworn on oath, did say that they are the Vice President and Treasurer, respectively, of said corporation, executing the within and foregoing instrument; that the seal affixed thereto is the seal of the said corporation; that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors; and that the said Kyle Skogman and Richard A. Siders, as such officers, acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Betty A. Rosell  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA  
OFFICE OF THE SECRETARY OF STATE  
DES MOINES, IOWA

FILED FOR RECORD <del>2:08PM</del> JUN 09 1988 32 RECORDER LINN CO. IOWA	This instrument recorded in Book _____ Page <u>5/2</u> 19 <u>88</u>
	Expires <u>perp.</u> Cert No <u>CO97047</u> Receipt No _____
	Filed by <u>Rendell Nagette - Atty. American Federal Savings Loan Bldg.</u>
	Filing Fee <u>20.00</u> Recording Fee _____ <u>Ernie Bider</u> Secretary of State Cedar Rapids, Ia. 52804-5798



## BY-LAWS

OF

LEXINGTON EAST UNIT ONE, A CONDOMINIUM  
(A Non-Profit Iowa Corporation Organized Under  
Chapter 504 A of the 1987 Code of Iowa)

## ARTICLE I

SCOPE AND DEFINITIONS

1. The following are By-Laws of Lexington East Unit One Owners Association, a non-profit corporation organized under Chapter 504A of the 1987 Code of Iowa, which governs a council of co-owners of Lexington East Unit One, a Condominium Regime, situated in Cedar Rapids, Linn County, Iowa.

2. The term "Regime" means the Horizontal Property (condominium) Regime known as LEXINGTON EAST UNIT ONE, A CONDOMINIUM and situated and located on the following described real estate, in Linn County, Iowa, to-wit:

LOT ONE AND LOT A IN LEXINGTON EAST FIRST ADDITION  
IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA.

As and if additional lands are submitted to the same Regime, this corporation shall likewise function as the council of co-owners of the entire Regime as thus supplemented and enlarged.

3. The term "person" shall include a corporation, or other entity or representative. All references in the plural or singular shall include the other according to context, and all references to gender shall include male, female or neuter, according to context.

## ARTICLE II

MEMBERS AND VOTING RIGHTS

1. Subject to the qualifications set forth in Paragraph 2 below, the owners of record of the apartments lawfully submitted to the Regime shall constitute the members of the corporation, and membership shall automatically cease when the record ownership of such apartment is terminated. The Developer of the Regime shall be a member and have the rights of membership with respect to completed but unsold apartments that have been submitted to the Regime.

EXHIBIT "J"

2. If ownership is acquired or terminated by instrument of transfer but not of record, or if acquired or terminated other than by way of instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present to the Board of Directors of the corporation evidence satisfactory to it of facts evidencing lawful ownership status. A fiduciary or other official acting in a representative capacity shall exercise all membership rights and privileges of the owner or property right in respect to which he is serving.

3. If more than one person owns an interest in the same apartment, all such persons shall be members and remain jointly and severally liable for all membership obligations. In such cases, or if more than one fiduciary or other official is acting in the premises, the votes entitled to be cast by the owners of that apartment shall be cast by the person or persons named on a Certificate signed by all owners or fiduciaries or other officials. If such Certificate is not executed and filed with the Association, the number of votes entitled to be cast with respect to that apartment shall not be counted or voted for purposes of a quorum or in determining the outcome of any vote unless all owners or fiduciaries, or officials, are present and concur in the casting of such votes. This restriction, however, shall not affect the total number of votes outstanding and entitled to be cast which shall remain at one hundred (100) nor shall it affect any percentage of such total number of votes as is required for any purpose as set forth in any of the condominium documents.

4. The total number of votes outstanding and entitled to be cast by all members of the sixteen (16) apartments of the condominium Regime is one hundred (100). Each member shall be entitled to such number of such total number of votes on all matters to be determined by the members of the corporation either as such or as owners as is equal to the percentage interest appurtenant to his apartment as determined by Exhibit "F" attached to the Declaration of Condominium. All votes cast by a member as such or as an owner shall be cast as a block and may not be divided.

### ARTICLE III

#### MEMBERSHIP MEETINGS

1. The annual meeting and any special meeting shall be held within Linn County, Iowa, and all such meetings, annual or special, shall be held at

such particular time and place (which may or may not be at the registered office of the corporation) as is set forth in the Notice thereof.

2. At any annual or special meeting, the presence of members, in person or by proxy, who are entitled to cast a majority of the total number of votes outstanding as determined by the Declaration shall constitute a quorum for the transaction of business. All actions taken by the members or submitted to them for consideration shall be carried or approved upon the favorable vote of a majority of the votes represented and entitled to be cast at the meeting, unless a different rule is provided herein, or by the Articles of Incorporation, the Declaration of Condominium, By-Laws or any agreement to which the Association is a party. If neither the President nor Vice President is available to preside, a Chairman shall be elected.

3. A special meeting of the members may be called by the President or, in the event of his absence or disability, by the Vice President, or by one-third (1/3) of the Directors or by such number of members who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding and entitled to be cast.

4. It shall be the duty of the Secretary or his designate to give written notice to members of the time and place of the annual meeting. The person or persons calling a special meeting, pursuant to Paragraph 3, shall give like written notice of the time and place of such special meeting. All notices shall set forth the purpose or purposes for which the meeting will be held and no action shall be taken at a special meeting which is not directly related to the purpose of the special meeting as defined in said notice.

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

- (a) Election of Chairman, if required.
- (b) Calling roll and certifying of proxies.
- (c) Proof of Notice of Meeting or Waiver of Notice.
- (d) Reading and disposal of any other approved Minutes.
- (e) Reports of Officers, if applicable.
- (f) Election of inspectors at election, if applicable.
- (g) Election of Directors, if applicable.
- (h) Unfinished business.
- (i) New business.
- (j) Adjournment.

Roberts Rules of Order shall govern unless specifically superseded.

6. At all membership meetings, the presence of an owner and the exercise of the voting rights of the owner by proxy shall be permitted and recognized, provided such proxy must be in writing and signed by all persons possessing an ownership interest in the apartment in question, and shall set forth the percentage interest appurtenant to that apartment and number of votes entitled to be cast by the owner/member and the period for which the proxy is to be in force and effect. The decision of the Board of Directors as to the sufficiency of any proxy for recognition shall be final and not subject to appeal to the members.

7. Notice shall be given by mailing or delivering the same not less than ten (10) nor more than fifty (50) days prior to the date of the meeting. A mailed notice shall be duly given if addressed to the member at the address of his apartment within the condominium Regime, unless at the time of giving of such notice, he has, in writing, directed a different mailing address to be carried on the rolls of the corporation. Where an apartment is owned in common or jointly, notice is duly given to the person named in the Certificate required by Paragraph 3 of Article II.

8. The Annual Meeting of the members shall be held on the 29th day of June each year at 7:00 p.m., local time, provided the first Annual Meeting shall not be held until such date in the year 1991, provided the initial Board of Directors may call an Annual Meeting prior to such date, if such Board elects, all pursuant to the provisions of the Declaration of Condominium in which the Developer is the initial Board of Directors has retained the right to name all Directors until such time. The provisions of this Paragraph shall not inhibit the calling or holding of any special meeting. If the 29th day of June falls on a Friday, Saturday or Sunday, the meeting shall be held on the Monday night following at 7:00 p.m., local time.

#### ARTICLE IV

##### BOARD OF DIRECTORS

1. The corporation and its affairs shall be governed, managed and administered by a Board of Directors. The initial Board is one (1) in number and the initial Director shall be Kyle D. Skogman. The initial Board need not be members of the corporation. From and after the first annual meeting of members, the Board of Directors shall be selected from the members of the corporation. An officer or designated agent of a corporate member may serve as a Director.

2. From and after the first annual meeting, the Board of Directors shall be six (6) in number, and at the first meeting, the terms of the initial Board of Directors shall expire and the full compliment of six (6) Directors shall be elected. Thereafter, the term of office for each Director shall be three (3) years, except that at the first annual meeting, two (2) Directors shall be elected for a one (1) year term, two (2) Directors shall be elected for a two (2) year term, and two (2) Directors shall be elected for a three (3) year term, so that at each annual meeting subsequent to the first annual meeting, the terms of office of one-third (1/3) of the Board shall expire and new Directors shall be elected accordingly, but there shall be no limitation on the number of terms during which a Director may serve. All Directors shall serve until their successors are duly designated and qualified. If, prior to the date of the first annual meeting as herein provided, six (6) apartments have been constructed, submitted and sold, and paid for, and Developer and its nominees or the successors of each all resign as Directors, three (3) successor Directors may be elected at a special membership meeting to serve until the date of the first annual meeting.

3. Election of Directors shall be by ballot in which votes are cast in favor of as many Directors as there are vacancies to fill. The person receiving a majority of the votes cast shall be elected. If no person receives a majority vote, as many additional ballots may be taken as may be required, that in each such case, the nominee receiving the least number of votes in the previous ballot shall be eliminated from further consideration.

4. Vacancies on the Board of Directors may be filled until the date of the next annual meeting by vote of the majority of the Directors remaining in office, whether those remaining constitute a quorum or not.

5. The initial Director shall not be subject to removal. Thereafter, a Director may be removed from office at a special meeting called for such purpose if seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast are voted in favor of such removal.

6. A majority of the Board of Directors may, by resolution, set a time and place for regular meetings of the Board of Directors and no notice thereof shall be required until such resolution is rescinded. Special meetings of the Directors may be called by the President, or any two (2) Directors. Not less than two (2) days' notice shall be given, personally or by mail, telephone

or telegraph, which notice shall state the time, place and purpose of the meeting.

7. The Board of Directors, by resolution approved by all members thereof, may designate from among its membership an Executive Committee or other committees, and by such resolution provide the extent and manner of which the same may have and exercise the authority of the Board.

#### ARTICLE V

##### OFFICERS

1. The officers of the corporation shall be the President, who shall be a Director, a Vice President, who shall be a Director, a Treasurer and a Secretary, who may or may not be Directors but who must be members, all of whom shall be elected annually by the Board of Directors, except that the initial officers and their successors until the first annual meeting, shall be chosen by the initial Board of Directors and shall serve until the first annual membership meeting, and the initial officers who serve until the first annual meeting need not be members of the corporation. The Board of Directors may from time to time create and fill other offices and designate powers and duties thereof. Each officer shall have the power and duties usually vested in such office, and such authority as is committed to the office by the By-Laws or by specific grant from the Board, but subject at all times to the provisions of the By-Laws and to the control of the Board of Directors. More than one office may be held by a single person.

2. The President shall be the Chief Executive Officer of the corporation. He shall preside at all membership meetings and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the corporation.

3. The Vice President shall preside over membership meetings in the absence or disability of the President, and shall otherwise exercise the powers and duties of the President in the event of the absence or disability of the President, and shall generally assist the President and exercise such other powers and duties as are prescribed by the Directors.

4. The Secretary shall keep the Minutes of all proceedings of membership meetings and Directors' meetings and shall have custody and control of the Minute Book of the corporation, and shall keep or be in charge and control of the records of the corporation except those of the Treasurer, and shall give notice where required or directed to do so.

5. The Treasurer shall have control of the funds and other property of the Association, shall keep the financial books and records thereof and shall pay vouchers approved by the Board or designate some person under his control to do so.

6. Compensation of all officers and employees shall be fixed by the Directors. This provision shall not preclude the Board of Directors from employing a Director as an employee, nor from contracting with a Director for management of the condominium.

7. Any Deed or Contract for Sale of real estate or lease (or assignment of such Contract or lease) may be executed by the President or Vice President and any officer other than the President or Vice President. Any lien held by the Association may be released by any of the officers of the Association. The Board of Directors may, in addition, authorize the execution of the kinds of instruments above-mentioned or other instruments required to be executed on behalf of the Association in such manner as it shall, by resolution, direct.

#### ARTICLE VI

##### POWERS AND DUTIES OF THE BOARD OF DIRECTORS

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

1. To make and collect assessments against members for all common expenses.
2. To use the proceeds of assessments in the exercise of its powers and duties.
3. The maintenance, repair, replacement and operation of the condominium property, including all common areas, elements and facilities, apartments, garage stalls and storage cubicles, as applicable, and the construction of new improvements or alterations, if authorized, and making and providing for payment for all such work and approving or delegating to the Treasurer authority to approve vouchers therefor.

4. To maintain the lawn and all trees and shrubs at a normally acceptable level which shall include regular watering, fertilizing and mowing. Any trees and shrubs which die shall be replaced with equivalent nursery stock as soon as practical.

5. The reconstruction, repair, restoration, or rebuilding of the condominium property, and of any apartments as applicable after casualty or otherwise.

6. To make and amend regulations restricting the use and occupancy of the property in the condominium and in their discretion to permit or forbid an action or conduct as discretion is committed to them in the condominium documents.

7. To enforce by legal means the provisions of the condominium documents, the Articles of Incorporation, the By-Laws of the corporation and the regulations for the use of the property in the condominium.

8. To contract for management of the condominium and to delegate to such contractor all powers and duties of the corporation except such as are specifically required by the condominium documents to have approval of the Board of Directors or the membership of the corporation; to employ, designate and remove any personnel necessary for the maintenance, repair and replacement of the common areas and facilities.

9. To pay taxes and assessments which are liens against any part of the condominium other than individual apartments, garage stalls and storage cubicles, and the appurtenances thereto, and to assess the same against the apartment(s) subject to such liens.

10. To carry insurance for the protection of owners of the corporation against casualty, liabilities and other contingencies.

11. To pay the cost of all the utility or other services rendered to any of the condominium property which is not billed directly to owners.

12. To interpret and apply the provisions of the condominium documents in matters of dispute between owners or between owners and the Association, which determination shall be binding on the owners to conduct or supervise all votes or determinations by members other than a membership meeting.

13. To acquire title to and ownership of, in the name of the Association, apartments within the Regime upon judicial sale, and on behalf of all owners to sell, lease or mortgage such apartments and to borrow funds for any



legitimate purpose and to assign as security therefor the assessment receivables due the Association, provided the Board of Directors may in no manner affect or encumber the common elements of the Regime or any apartment or the percentage interest appurtenant to such (except such apartments and the appurtenant interests thereto as the Association has acquired upon judicial sale) and provided further, the authority of the Board of Directors to borrow in excess of Five Thousand Dollars (\$5,000.00) other than in connection with the mortgage of an acquired apartment to the amount of the loan value thereof shall be exercised only in the event of approval of owners entitled to cast seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast. For purposes of permitted conveyance, lease or encumbrance of apartments or assessments receivables, the Board of Directors shall be regarded as the irrevocable agent and attorney in fact for all owners and members.

#### ARTICLE VII

##### COMMON EXPENSES; ASSESSMENTS AND COLLECTION

1. The common expenses of the Association shall include all those legitimately assumed by it in connection with its powers, duties and obligations as set forth in any of the condominium documents and as are necessary or implied in connection with the powers and duties of the Board of Directors and the provisions of Chapter 499B and 504A of the 1987 Code of Iowa. Snow removal and lawn care in connection with common land and the upkeep of the building exterior shall be assumed by the Association as common expense.
2. Assessments against the apartments and the owners thereof shall be made by the Association in order to provide funds for the discharge of all common expenses of the Association, which assessments, in addition to being and constituting a lien against the apartment in question and the appurtenances thereto, shall also be a personal liability of the owner thereof and jointly and severally so if more than one owner. All assessments and funds collected therefrom shall be charged or credited to the owner's account. Unless specifically otherwise provided, as for example in the case of "special" assessments, each apartment and owner shall be liable and subjected only to the proportionate share of the total common expense and assessment made therefor, as is derived by

multiplying the total assessment by the percentage interest of ownership of the common elements which is appurtenant to that apartment, as set forth in Exhibit "F" to the Declaration of Condominium. Certain common expenses for increased insurance premiums provided by Article VIII, Paragraph 9 of these By-Laws or on account of the failure of an owner to provide maintenance as provided by Article IX, Paragraph 2(c) of the Declaration or other defaults shall be recovered by an assessment made only against a particular apartment(s) and the owner or owners thereof, which assessments are referred to in the condominium documents as "special" assessments, and shall be made in the necessary amounts therefor and without regard to the percentage of interest formula.

3. Where a mortgagee or purchaser of an apartment obtains title as a result of foreclosure of a first mortgage, such mortgagee or purchaser, his successors and assigns, shall not be liable for the assessments chargeable to such apartment due prior to the acquisition of title and such unpaid assessment shall thereafter be deemed to be common expenses collectible from all owners, including the mortgagee or purchaser, his successors and assigns. The owner of an apartment pursuant to a voluntary conveyance or by inheritance or devise shall be jointly and severally liable with the grantor or prior owner for all unpaid assessments, whether generally or "specially" levied against said apartment and the grantor or prior owner thereof, but without prejudice to the right of such grantee or devisee to recover from the prior owner the amounts paid therefor.

4. The Board of Directors shall adopt a budget each year for such one-year fiscal period as it elects to report on for income tax purposes which shall include the estimated funds required to defray the following common expenses:

(a) Current expenses, which shall include all funds and expenditures to be made within the year for which the funds are budgeted (except expenditures chargeable to reserves or additional improvements), including a reasonable allowance for contingencies and working funds and the assessment for current expenses may sometimes be referred to as the "working capital assessment" and the funds thereof as the "working capital fund". Any balance of this fund at the end of each year may be applied to reduce the assessments for current expenses for the succeeding year.

(b) Reserve or deferred maintenance, which shall include funds for maintenance items which occur less frequently than annually and for replacement of common property required on account of depreciation or obsolescence.

(c) Reserve for replacement, which shall include generally funds for repair, reconstruction and the like required because of damage, destruction or other hazards.

Upon the determination of such budget, the Directors shall each year levy an assessment for the amount to be thus assessed against each apartment at least thirty (30) days prior to the one year period covered by such budget and assessments. Notwithstanding the foregoing requirement of regular assessments, the Board of Directors may discontinue a regular annual assessment or reserve for replacement, or transfer such portion thereof to another fund or account if in its judgment the amount remaining is sufficient to satisfy the best interests of the members.

5. The Board of Directors may also make and levy, from time to time, assessments for common emergency or extraordinary expenses. Emergency assessments and "special" assessments shall be due and payable according to the terms fixed by the Board. Funds required for a purchase or lease of apartments pursuant to the Association's right of first refusal and funds for other emergency expenses may be raised by emergency assessment and/or by regular but separate reserve accounts and assessments for such purposes.

6. The regular annual assessments made for current expenses, reserve, deferred maintenance and replacement services for any other purpose shall be due from and paid by the apartment owner as to their shares thereof in twelve (12) equal monthly installments, payable on the first day of each month during the one-year period in question. If any installment of any assessment of any kind or character is in default for more than thirty (30) days, the Board of Directors may accelerate the remaining installments and declare the entire amount thereof due and payable within twenty (20) days after written notice thereof is mailed to the owner in default at his address carried upon the corporate records. When the Association has acquired an apartment, the assessment otherwise due and payable, reduced by the amount of income which may be derived from the leasing of such apartment by the Association, shall be proportioned and assessed therefor levied ratably among all other owners according to their percentage interests in the common elements.

7. At such time contemporaneously with the recording of the Declaration of Condominium or subsequent thereto as the Certificate of Occupancy for the buildings has been issued or as the Board of Directors determines, in its discretion, that the building(s) and improvements have been substantially completed and are ready for occupancy, the Board of Directors shall immediately meet and adopt an interim budget and make such assessments of whatever character as are necessary in order to provide for the expenses and obligations of the Association as determined by the condominium documents during the period of any fractional calendar year or any fractional fiscal year as may remain until the commencement of the initial one-year period contemplated by Paragraph 4 of this Article, which assessment shall be effective as of the date of the Certificate of Occupancy or such determination made by the Board.

8. If, prior to the date of its first annual meeting, the Association requires capital, the Developer may loan to it any sums required in excess of the assessment for which the Developer is liable as an apartment owner, in which event the requirement of Article VI, Paragraph 13, of these By-Laws requiring approval by seventy-five percent (75%) vote shall not apply.

9. The share of all sums assessed payable by an owner but unpaid shall constitute a lien on the apartment of such owner prior to all other liens, except tax liens on the apartment in favor of any assessing unit or special district and all sums payable on a first mortgage of record, which lien may be foreclosed by the Association in the manner and with the consequence provided in Section 499B.17 of the 1987 Code of Iowa. In the event of foreclosure, the owner shall be required to pay a reasonable rental for the apartment if he remains in possession thereof. The Association may sue for money judgment for unpaid assessments or sums due without foreclosing or waiving any lien which it holds. In the event of suit or foreclosure, the Association shall be entitled to collect reasonable attorneys fees from the owner.

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

11. Notwithstanding anything to the contrary herein contained, any regular annual assessment may not be increased in an amount more than Fifty

Dollars (\$50.00) per month more than such assessment was prior to such increase unless such increase is approved at a special meeting by a vote provided for in Article III, Paragraph 2 of these By-Laws.

#### ARTICLE VIII

##### INSURANCE PROVISIONS

1. Responsibility for Insurance. Insurance policies on the condominium property and in respect to liability in connection with the use, ownership or operation thereof shall be a common expense of the Regime, and the Association, acting through its Board of Directors, rather than any individual apartment owner or owners, shall have the responsibility and authority, subject to further provisions hereof, and of provisions contained in the Declaration, to adjust any loss or claim in connection therewith to the extent permissible by law.

2. Assured. All such policies shall be purchased by the Association for the benefit of the Association, and the owners of apartments and their mortgagees as their interest may appear, and provisions made where applicable for issuance of certificates of mortgage endorsements to the mortgagees of individual apartments. For the purposes of its functions under this Article, the Association may be considered the agent, coupled with an interest of all the owners.

3. Coverage to be afforded.

- (a) All condominium property, meaning the apartments, garage stalls, storage cubicles, general common elements and limited common elements, and whether within or without an apartment (excluding only such personal property as may be the sole separate personalty of a member) shall be insured by the Association in an amount equal to the maximum insurable replacement value thereof, as determined annually by the Board of Directors of the Association against loss or damage by fire or other hazards covered by a standard extended coverage hazard or other perils endorsement. Coverage shall also be procured against such other risks of a similar

or dissimilar nature as are, or shall be, customarily covered with respect to buildings similar in construction, location and use to Lexington East Unit One, a Condominium, including but not limited to vandalism, malicious mischief, windstorm, water damage and war risk insurance, if available.

- (b) Insurance against public liability and property damage, including liability on account of ownership, maintenance and control of common elements and areas, shall be procured in such form as will protect the Association and all owners and in such amounts as shall be required by the Board of Directors of the Association. Such liability policy or policies shall contain cross-liability endorsements to cover the liability of the apartment owners as a group to an apartment owner and shall protect in standard form as a minimum the owners, Board of Directors, officers, agents and contractors of or with the Association. Such liability insurance may include but is not limited to water damage, legal liability, liability in respect to motor vehicles owned or hired, and off-premises employee coverage.
- (c) Workmen's Compensation Insurance shall be procured as required to meet applicable law.
- (d) Such other insurance may be procured as the Board of Directors shall determine from time to time as necessary and reasonable in order to fully insure the condominium property and the Association and owners and their mortgagees against insurable risks.
- (e) It is the intent hereof that the Association procure a single policy to afford the coverage referred to except that separate policies may be procured for different types of risks. Such policy or policies, comprehensive in coverage, are sometimes referred to as the Master Policy.

(f) If agreeable to the insurer, the policies procured by the Association shall include provisions that they shall be without contribution or proration and that the doctrine of "no other insurance" shall not apply with respect to insurance procured by apartment owners or their mortgagees; that the conduct or default of any one or more owners will not constitute grounds for avoiding liability under doctrines of warranties, conditions or forfeiture with respect to increase in hazard or vacancy clauses or other conditions or warranties purporting to relieve the carrier of its obligations; for payment of common expenses with respect to damaged apartments, garage stalls and storage cubicles during the period of reconstruction patterned after "use and occupancy" riders; for subpolicies specifying the portion of a Master Policy earmarked for each owner's interest; that improvements made to apartments, garage stalls and storage cubicles by the owners shall not affect the valuation of the property with respect to any claims against apartment, garage stall or storage cubicle owners, the Association and their respective servants, agents or guests or for the naming of such parties as additional insureds. Reference to all or any of the foregoing provisions is for the purpose of providing flexibility and certainty and is not to be interpreted as constituting an admission that any of the doctrines or rights referred to are applicable or would exist in the absence of a specific provision or waiver referring to the same.

4. Insurance Trustee. The Board of Directors of the Association must provide that insurance proceeds related to property losses (whether from fire and extended coverage or liability proceeds) shall be paid to an insurance trustee which shall be a bank or other financial institution in Iowa, authorized

to serve as such, which insurance trustee, if so designated, shall not be liable for payment of premiums or for the renewal or the sufficiency of policies nor for the 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 purpose of adequate safekeeping and properly disbursing the same as determined by adjustment of any loss or any decision of the Association, first mortgagees, or the Board with respect to repair, reconstruction and the like. Such proceeds shall be held by the insurance trustee in trust for the benefit of the Association and owners and their mortgagees as applicable in such amounts (which need not be set forth in the records of the insurance trustee) undivided in character which are the same as the undivided percentage interest in the common elements appurtenant to the respective apartments. The proceeds on account of damage solely to an apartment, garage stall or storage cubicle under such policy shall be held for the owners and mortgagees thereof in proportion to the costs of repairing the damage suffered by each such owner and mortgagee as determined by the Board of Directors and insurance trustee. The fund held by the trustee shall be disbursed as determined by the first mortgagees, the Association or its Board of Directors, as the case may be.

5. Proceeds payable to the Association. If proceeds are payable to the Association, the same shall be held and disbursed in the same manner as above provided with respect to an insurance trustee.

6. Use of insurance proceeds. Unless the Association in the manner provided for shall specifically make a determination not to repair, rebuild, restore or reconstruct, all insurance proceeds to the extent available shall be used for such purposes. In the event of loss or damage, insurance proceeds available shall be first applied to the repair, replacement, rebuilding, reconstruction or restoration of the common elements and the balance to repair, rebuilding, replacement or reconstruction or restoration of apartments, garage stalls and storage cubicles. If the insurance proceeds are in excess of the cost of such work with respect to the common elements, apartments, garage stalls and storage cubicles, or the common elements, or the apartments, garage stalls and storage cubicles only, as the case may be, then such excess proceeds shall be applied and paid by the insurance trustee or the Association, as the case may be, to the owners of all the apartments, and their respective mortgagees, such



distribution to be separately made to the owner of each apartment and his respective mortgagee or mortgagees, as their interest may appear, in such proportion that the share of such excess proceeds paid to the owner of each apartment (and the said mortgagee or mortgagees, if any) shall bear the same ratio and percentage as is provided in Exhibit "F" to the Declaration of Condominium.

7. Notice to apartment owners; mortgagee provisions. Each apartment owner shall be entitled to receive from the insurance carrier or the Association by endorsement, or in other written form, information as to the identity of the policies carried by the Association and of effective and expiration dates, policy amounts, and notice of any change or cancellation. A Mortgagee of an apartment owner shall receive from the carrier and/or Association a memorandum of the insurance carried by the Association and shall be included where applicable by standard mortgagee clause as may be adjusted according to the provisions of the condominium documents and for condominium purposes in the coverage to the extent of its mortgagor's interest. Where the mortgagee of an apartment so requests, all insurance carriers shall be directed to give notice to such mortgagee of any default on the part of the insured and, if agreeable to the carrier, such policies of insurance shall provide by endorsement or otherwise for the benefit of the named mortgagee that, in the event such policy is cancelled by the company or the named insured as provided by its terms, such insurance shall continue in force for ten (10) days after notice to such mortgagee of such cancellation and shall then cease.

8. Insurance by apartment owners. The individual purchase of separate individual insurance coverage by any apartment owner is governed by the following:

- (a) Limitations. A provision set out relative to the purchase of Master Policies by the Association shall not be construed to prohibit the purchase of an individual policy by a member/apartment owner, but each such owner and member agrees to the following limitations with respect to purchase of an individual policy for fire and extended coverage: (1) no such individual policy shall be procured which, by reason of doctrines of co-insurance, contribution or pro-

ration, "no other insurance", subrogation or waiver thereof, warranties, conditions or forfeiture, or otherwise would limit, affect or decrease the coverage and recoverable proceeds under the Master Policy, or invalidate or increase the premium thereof; (2) such member/owner agrees for his part that the proceeds from any individual policy shall be applied for the purposes of repair, reconstruction, restoration or of rebuilding as determined by the Association or Board of Directors hereunder, and to attempt to procure the agreement of any mortgagee to such application of funds.

- (b) Permitted insurance. Each member/owner may separately insure any carpeting, furnishings, personal effects and other sole separate personal property, wherever situated, as is not insured by the Association, and procure public liability and property damage insurance covering causes of action growing out of the ownership, maintenance, and control of his apartment, garage stall or storage cubicle, or limited areas reserved for the use of such apartment, garage stall or storage cubicle as may not be covered by the Master Liability Policy, and may procure an individual policy insuring individual liability to other apartment, garage stall and storage cubicle owners and the Association arising out of intra-apartment, garage stall and storage cubicle ownership, maintenance or control, if such protection is not afforded by any Master Policy. Such liability coverage, where agreeable to the insurer, shall provide that the insurer waives its rights of subrogation as to any claims against other owners of apartments, garage stalls and storage cubicles, the Association and the respective servants, agents and guests of each.

9. Alterations or improvements. Alterations or improvements within an apartment, garage stall or storage cubicle area are prohibited in Article IX, Paragraph 6 of the Declaration for this Regime, except where approved by the Board of Directors under the conditions there stated. Where such alterations or improvements are approved, it shall be a further condition of approval that any increase in the insurable value of the condominium property, common or otherwise, shall be first adequately insured under the Master Policy as a common expense, recoverable by the Association against the owner by special assessment, provided, if the apartment owner can procure insurance under an individual policy with regard to such alteration or improvement satisfactory to the Board of Directors and which to its satisfaction does not jeopardize as provided in Paragraph 8(a) above any Master Policy, the procuring of such separate policy is permissible. In any event, the proceeds of such additional insurance shall be held and applied and subject to the further terms of this Article for the purpose of rebuilding, repair and the like in the same manner as other Master Policy or individual policy proceeds.

#### ARTICLE IX

##### TAXES

1. Real estate taxes. Real estate taxes assessed against the Regime shall be assessed against the individual apartment, garage stall and storage cubicle owners by the assessing authorities and shall be paid by the owners thereof. Each owner's assessment shall include the owner's fractional share of the common elements as set forth in Exhibit "F" to the Declaration of Condominium. Each apartment, garage stall and storage cubicle owner when assessed shall be liable to pay all of such taxes assessed and the Association shall have no responsibility to pay the same, but may do so as provided in Article VI, Paragraph 9 of these By-Laws.

2. Personal taxes. If any personal taxes are assessed against an individual owner, such owner shall be solely responsible therefor. If any personal taxes are assessed against the Association, such taxes shall be paid by the Association as a part of the Association's common expenses.

## ARTICLE X

REFERENDUM

Any vote or determination required or permitted to be made by the members of the Association and not required by law or any of the condominium documents to be made at a meeting of the members may be taken or made pursuant to a referendum ballot. Such a ballot may be initiated by one-third (1/3) of the Board of Directors or upon the written petition of the owners who are entitled collectively to cast at least twenty-five percent (25%) of the total number of votes outstanding. If such referendum is initiated, the Secretary shall forthwith prepare and mail to each member a ballot returnable in no less than ten (10) nor more than fifty (50) days from the date of mailing. If prior or subsequent to such petition a special membership meeting has been called to consider the same subject matter, the special meeting shall prevail and the referendum vote shall not be tallied.

## ARTICLE XI

AMENDMENT

1. Except as herein provided, these By-Laws may be amended, altered, repealed or new By-Laws adopted by the members at a special or annual meeting of or upon a referendum ballot by the members upon the affirmative vote of seventy-five percent (75%) of the total number of votes outstanding and entitled to be cast, all in accordance with the Declaration of Condominium establishing Lexington East Unit One, a Condominium, and these By-Laws. No amendment, alteration or action taken to repeal these By-Laws and adopt new By-Laws shall change the provisions of the Declaration and these By-Laws which equate membership with apartment ownership, define the total number of votes, and base for each apartment the number of votes, liabilities for assessments, and interests in funds, including insurance proceeds of the Association on the percentage interest appurtenant to that apartment unless unanimous consent of the apartment owners and their mortgagees is secured. Any amendment, alteration or action taken to repeal these By-Laws and adopt new By-Laws which affect Developer's rights, shall be void unless the written consent of the Developer is given.

2. No amendment may be adopted at either a special or regular membership meeting not included in the notice thereof, provided, however, if notice of the proposed amendment has been given, a different amendment relative to the subject matter thereof may be adopted by those present, in person or by proxy, and possessing the requisite percentage of the total number of votes outstanding and entitled to be cast, provided further, no vote by proxy may be counted unless the proxy expressly provides for such contingency. More than one proposed amendment may be included in the notice of a meeting.

3. To the extent provided in Section 499B.14 of the 1987 Code of Iowa, no modification or amendment of these By-Laws shall be effective unless set forth in an amendment to the Declaration of Condominium executed and recorded in the manner set forth in Article XIII, Paragraph 5, of the Declaration, and in said Code section, and an amendment to these By-Laws shall constitute an amendment to the Declaration as provided for by law.

4. Unless required by the specific provisions of the condominium documents or by law, an amendment to the Declaration of Condominium not affecting the subject matter of these By-Laws shall not be considered an amendment to these By-Laws.

## ARTICLE XII

### GENERAL PROVISIONS

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

2. The Corporation shall not have a corporate seal.

3. The Board of Directors shall require Fidelity Bonds from all Directors, officers or agents handling or responsible for Association funds, except any insurance trustee, and shall procure an audit of the accounts and financial records of the Association not less than every two (2) years, and the expense of such matters shall be a common expense of the Association.

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

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

6. Pursuant to Article VI, Paragraph 1 of the Declaration, so long as apartment, garage stall and storage cubicle is owned by the Developer, he shall only be subject to assessment "current" expense under Article VII, Paragraph 4(a) of these By-Laws. Upon acquisition of such an apartment, garage stall or storage cubicle from Developer, however, such apartment, garage stall and storage cubicle shall then be subject to assessment or "reserves" for the prorated balance thereof during the fiscal year in question and the payment thereof in the same amount as prviously assessed apartments, garage stalls and storage cubicles not owned by the Developer and to assessment and, in addition, the lien thereof for any emergency assessments in the same manner as if such apartment had not been Developer-owned at the time such assessments were made.

ENTERED UPON TRANSFER BOOKS  
AND FOR TAXATION - JUN 21 1988  
My Fee \_\_\_\_\_ Paid By Recorder  
Linda Langenberg \_\_\_\_\_ Auditor

by Betty Kuehler

FILED FOR RECORD  
10:58 am  
JUN 20 1988  
RECORDED UNN CO. IOWA

AMENDMENT TO  
DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
FOR  
LEXINGTON EAST UNIT ONE, A CONDOMINIUM

BOOK 1932 PAGE 63

(and Election Pursuant to Article I Paragraph 3 of the  
Declaration of Submission of Property to Horizontal Property regime  
for Lexington East Unit One, a Condominium)

WHEREAS, the undersigned Developer executed the Declaration of Submission of  
Property to Horizontal Property Regime for Lexington East Unit One, A Condominium,  
and filed for record June 20, 1988 and recorded in Volume 1927 at Page 61, and  
following, in the records of the Recorder of Linn County, Iowa, which instrument  
contemplated and authorized the enlargement of the condominium regime thereby  
created by the addition for further lands and improvements thereto.

NOW THEREFORE, the Developer, pursuant to such authority, hereby executes  
this instrument to serve as the First Amendment to Declaration of Submission of  
Property to Horizontal Property Regime for Lexington East Unit One, A Condominium.

ARTICLE I  
PURPOSE

DOCUMENT NO. 8147  
RECORDING FEE 210.00  
AUD. FEE 5.00

1. The purpose of this Amendment is to submit and convey to the  
condominium form of ownership and use pursuant to Iowa law, the land described in  
Article II hereof, and the improvements to be constructed thereon by the Developer,  
it being understood that the original Declaration of Submission of Property to  
Horizontal Property Regime for Lexington East Unit One, A Condominium, as hereby  
supplemented by this Amendment shall constitute one Declaration and that the lands  
and improvements originally submitted as hereby supplemented and enlarged shall  
constitute one condominium regime within the purview of Chapter 499B of the 1987  
Code of Iowa.

ARTICLE II

DESCRIPTION OF LAND AND BUILDINGS

1. Land and Buildings. The land hereby submitted to the Horizontal Property  
Regime, subject, however, to all applicable easements and to the terms and  
provisions of the condominium documents is situated in Cedar Rapids, Linn County,  
Iowa and legally described as:

LOTS TWO (2) THROUGH FIVE (5), INCLUSIVE, LEXINGTON EAST SECOND  
ADDITION IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA.

RECORDED  
SEP 20 11:09  
Linn County Recorder

2. Plat and Site Plan. There is attached hereto Exhibit "AA", and hereby made a part hereof, pursuant to Section 499B.6 of the 1987 Code of Iowa, a Plat of Survey of Land submitted by this Amendment. Such land constitutes a portion of the "additional lands" described and referred to in Article I, Paragraph 4 of the original Declaration. There is attached hereto as Exhibit "BB", and hereby made a part hereof, a site plan showing the location and dimensions of the buildings hereby submitted and proposed to be submitted to the Horizontal Property Regime. Exhibit "BB" further shows graphically the location, dimensions of the area of certain common elements either as they exist or as they are proposed. Exhibit "BB" further shows the corrected addresses for all of the buildings previously erected.

3. Access. Exhibit "BB" shows the location of Westchester Drive N.E. which is a public street in the City of Cedar Rapids, Iowa, and provides ingress and egress from the buildings and land.

4. Particulars of Apartment Buildings. The apartment buildings to be constructed upon the land hereby submitted by this Amendment shall be similar to those described in Article II, Paragraphs 4 and 5 of the original Declaration.

ARTICLE III

LEGAL DESCRIPTION OR IDENTIFICATION OF APARTMENTS, GARAGES, STORAGE CUBICLES AND THE COMMON ELEMENTS BY PLAN AND NUMBER; CERTIFICATES

1. Plans and Exhibits Attached - Apartment Buildings, Garages and Storage Cubicles. The location of each apartment within the apartment buildings, and number of rooms for each apartment and the dimensions thereof and the area of the apartments, the common area to which each apartment has access, the particulars of the apartment buildings and the dimensions, area and location of all common elements affording access to each apartment, or otherwise, are all shown and depicted by survey, plans, and/or graphically insofar as possible, by the following Exhibits attached hereto and made a part hereof;

- |  |  |
|--|--|
| Exhibit "BB"                                 | Site Plan                                    |
| Exhibits "CC-1 through and including "CC-15" | Survey of Floor Plan                         |
| Exhibits "DD-1 through and including "DD-4"  | Floor Plan with detail of typical apartment. |



3. Complete Plans and Certificate. There is also attached hereto as Exhibit "EE", pursuant to section 499B.6 of the 1987 Code of Iowa, a full and exact copy of the complete plans of the building to be erected upon the additional land submitted by this Amendment, signed and sealed by the Architect, and Exhibits "GG and HH". Attached hereto are the Certificates of the Land Surveyor and Architect, as appropriate; that Exhibits "AA", "BB", "CC-1" through and including "CC-15", "DD-1" through and including "DD-4" and "EE" constitute a correct representation and legal description of the land, buildings and other improvements added by this Amendment, and that there can be determined therefrom the identification, location and dimensions and sizes insofar as possible, of each apartment and/or the common elements of the Condominium Regime.

4. Identification of Apartments by Number and or Letter. Each apartment and its garage and storage cubicle is identified and described by a street address and alphabetical letter assigned to it, and such designation, the location of each apartment and the approximate area of each apartment, is set forth in Exhibit "BB" and Exhibits "CC-1 through and including "CC-15". Exhibit "FF" sets forth the percentage interest of undivided ownership of land and other common elements of the Regime which is appurtenant to each apartment, as explained in detail in Article V of the original Declaration. Exhibits "CC-1 through and including "CC-15" also provide data as to the approximate areas of the storage cubicles and garages for each apartment.

#### ARTICLE IV

##### PERCENTAGE INTEREST IN COMMON ELEMENTS AND VOTING RIGHTS

1. Exhibit "FF" is attached hereto and hereby made a part hereof. This Exhibit "FF" revises Exhibit "F" of the original Declaration by changing the percentage interest in common elements as provided for in Article V, paragraph 1 of the original Declaration. Exhibit "FF" shows the percentage interest for the entire Condominium Regime after the addition of the land and improvements designated in Article II of this Amendment.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed this 21st day of September, A.D., 1988.

MIDWEST DEVELOPMENT CO.

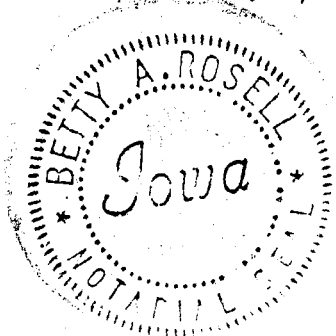


BY: \_\_\_\_\_  
Kyle Skogman, Vice President

BY: \_\_\_\_\_  
Richard A. Siders, Treasurer

STATE OF IOWA        )  
                          ) SS:  
LINN COUNTY         )

On this 21st day of September, A.D., 1988, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kyle Skogman and Richard A. Siders, to me personally known, who, being by me duly sworn, did say that they are the Vice President and Treasurer, respectfully, of said corporation, executing the within and foregoing instrument; that the seal affixed hereto is the seal of said corporation by authority of its Board of Directors; and that the said Kyle Skogman and Richard A. Siders, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Betty A. Rosell  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA  
Betty A. Rosell

# A FINAL PLAT OF LEXINGTON EAST SECOND ADDITION

IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA

MIDWEST DEVELOPMENT CO. DEVELOPER  
410 FIRST AVENUE BLDG. CEDAR RAPIDS, IOWA

A PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER (W1/2 SE1/4)  
OF SECTION FIVE (5), TOWNSHIP EIGHTY-THREE (83) NORTH, RANGE SEVEN (7) WEST  
OF THE FIFTH PRINCIPAL MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA.

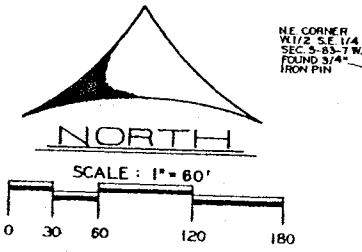
14.43 ACRES

### NOTE:

THERE SHALL BE NO FENCES, BUILDINGS, LARGE PLANTINGS OR OTHER OBSTRUCTIONS UPON OR UNDER THE PROPERTY COVERED BY EASEMENTS SO THAT ACCESS IS AVAILABLE TO ANY EQUIPMENT NECESSARY FOR THE CONSTRUCTION, RECONSTRUCTION OR MAINTENANCE OF THE UTILITIES LOCATED ON SAID EASEMENTS.

UTILITY EASEMENTS SHOWN ON THIS PLAT REFER TO ELECTRIC, TELEPHONE AND CABLE T.V. EASEMENTS ONLY.

ALL SIDE LOT LINES ARE NORMAL OR AT RIGHT ANGLES TO STREET LINES UNLESS NOTED OTHERWISE.

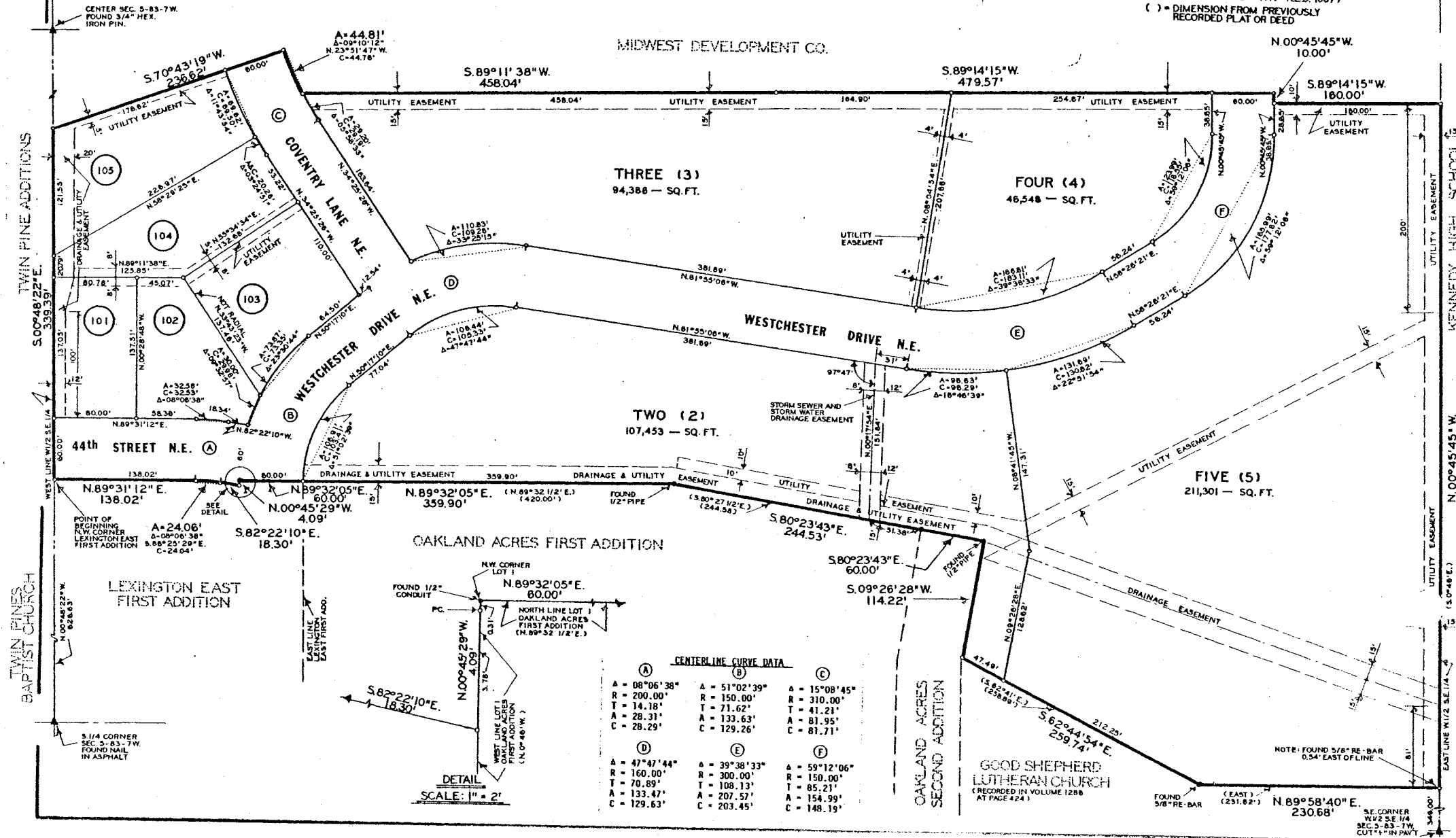


DATE: JANUARY 25, 1988

○ = SET 5/8" DIA. RE-BAR WITH ORANGE PLASTIC CAP EMBOSSED WITH "R.L.S. 10677"  
( ) = DIMENSION FROM PREVIOUSLY RECORDED PLAT OR DEED

PROPOSING NOTE THIS PLAT IS FOR INFORMATION ONLY  
 AND SHOULD NOT BE USED FOR ANY PURPOSES  
 UNLESS REFERRED TO IN A DEED OR OTHER  
 RECORDING INSTRUMENT.

EXHIBIT AA



THREE (3)  
94,388 — SQ. FT.

FOUR (4)  
46,546 — SQ. FT.

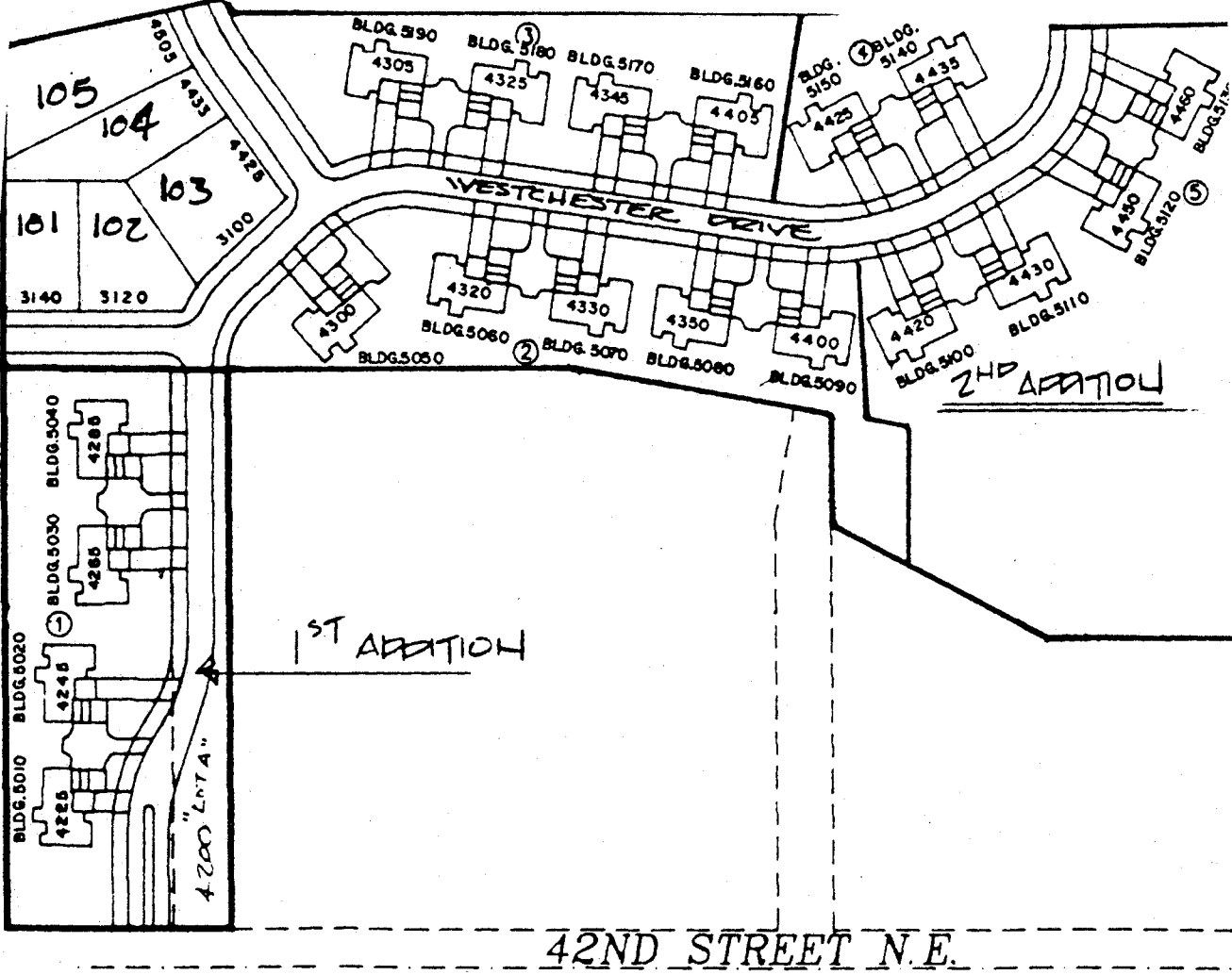
TWO (2)  
107,453 — SQ. FT.

FIVE (5)  
211,301 — SQ. FT.

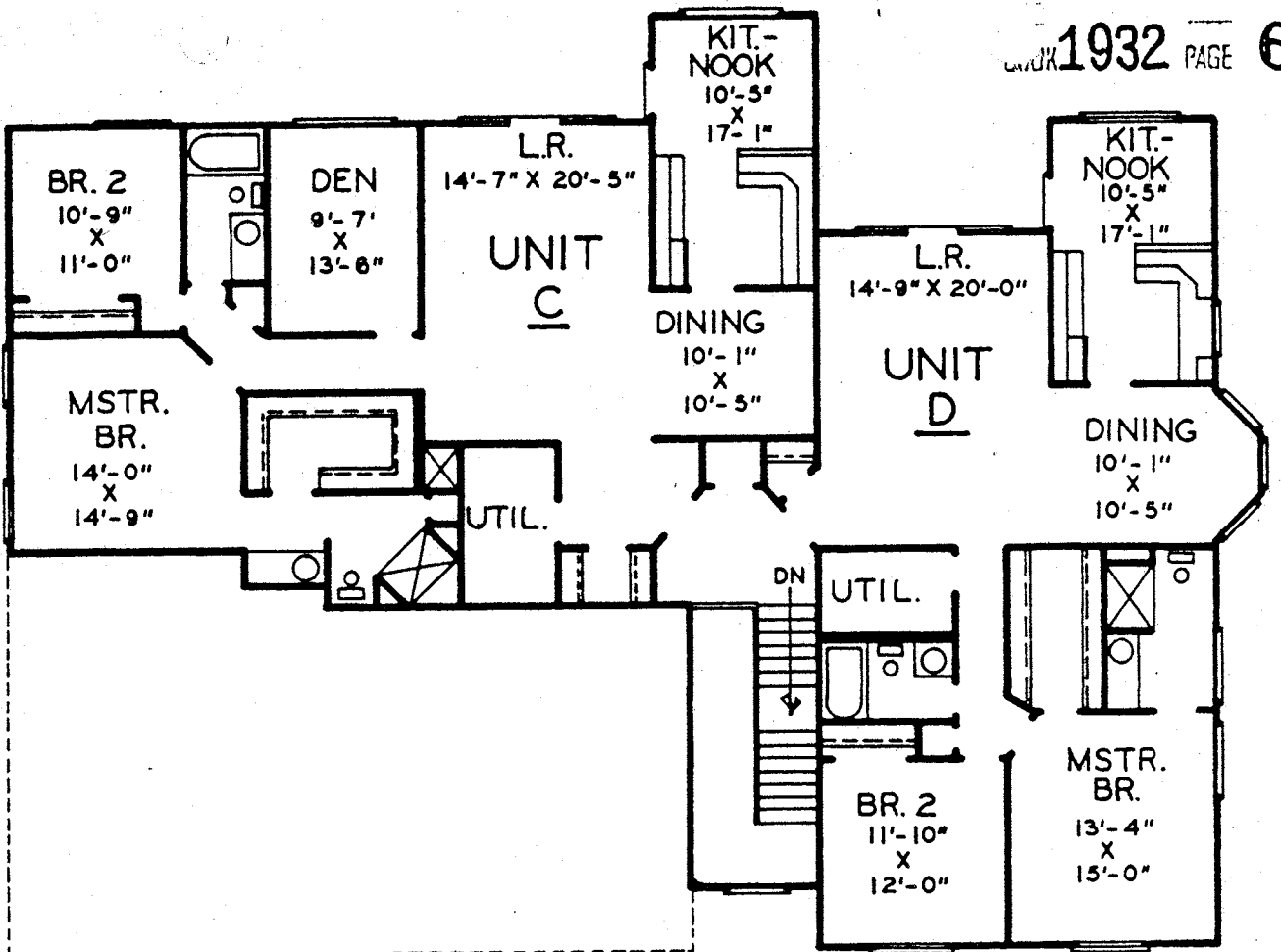
#### CENTERLINE CURVE DATA

A	B	C
A = 08°06'38"	A = 51°02'39"	A = 15°08'45"
R = 200.00'	R = 150.00'	R = 310.00'
T = 14.18'	T = 71.62'	T = 41.21'
A = 28.31'	A = 133.63'	A = 81.95'
C = 28.29'	C = 129.26'	C = 81.71'
D	E	F
A = 47°47'44"	A = 39°38'33"	A = 59°12'06"
R = 160.00'	R = 300.00'	R = 150.00'
T = 70.89'	T = 108.13'	T = 85.21'
A = 133.47'	A = 207.57'	A = 154.99'
C = 129.63'	C = 203.45'	C = 148.19'

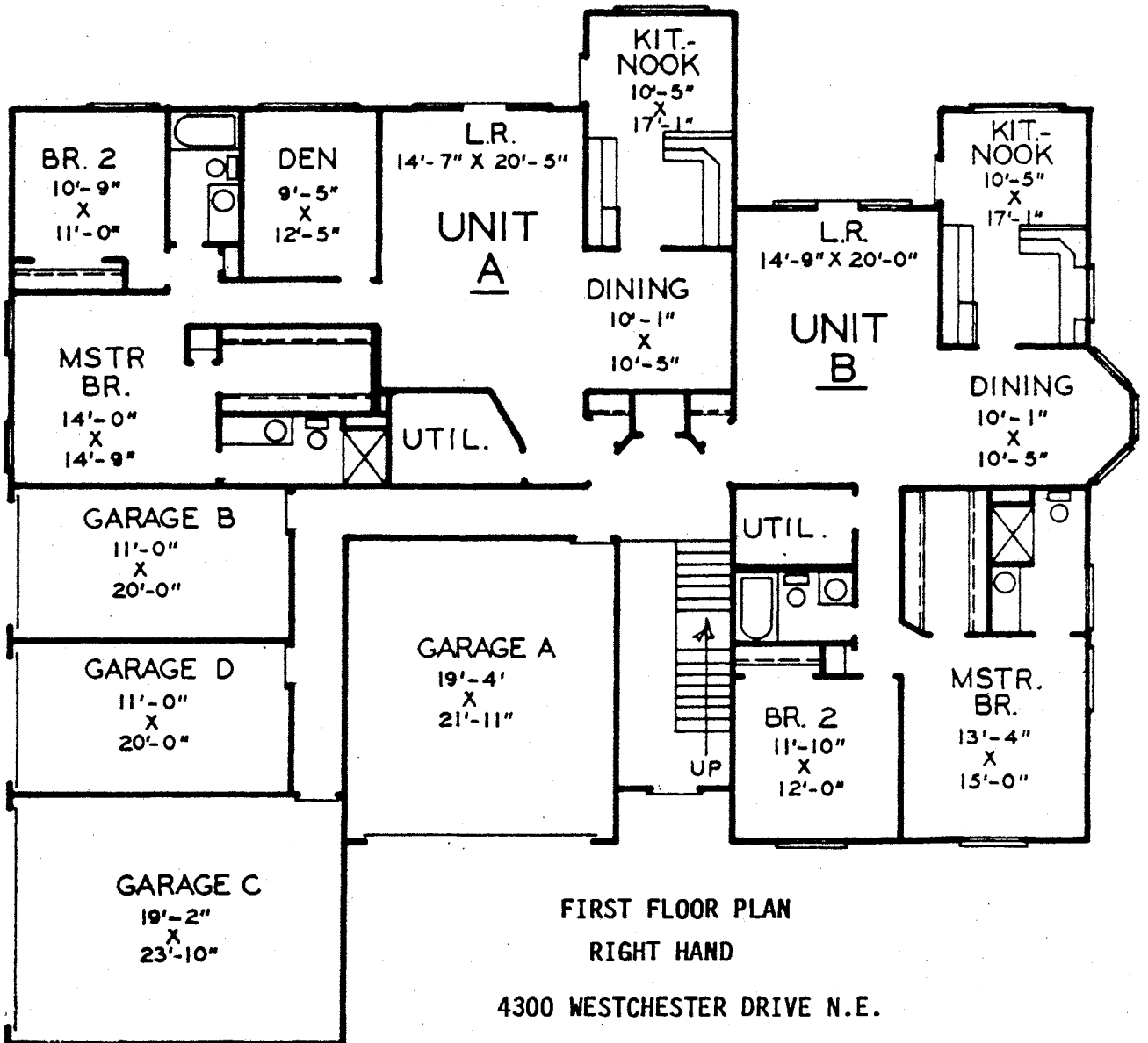
SCALE: 1" = 2'



# LEXINGTON EAST ADDRESSES

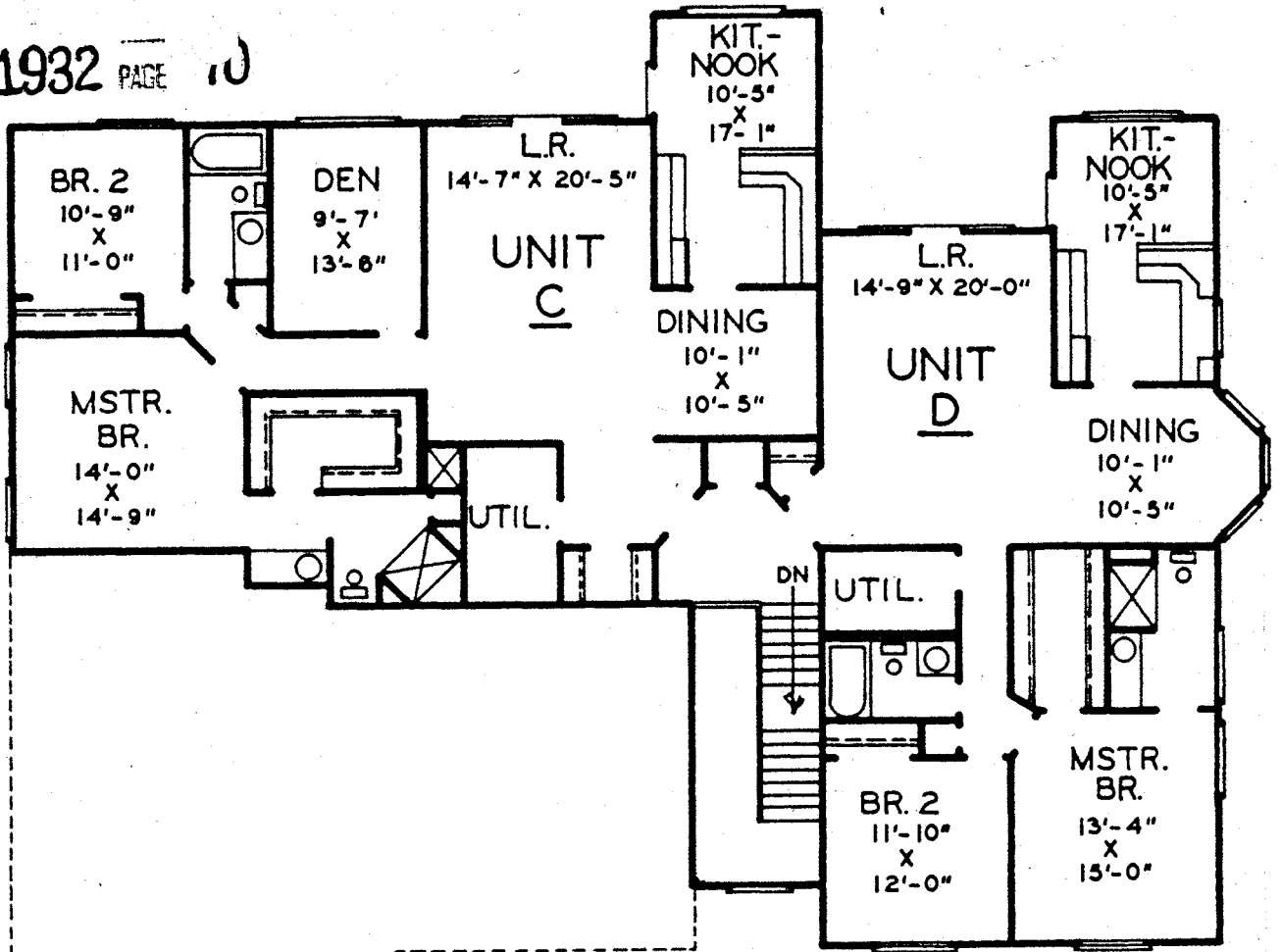


SECOND FLOOR PLAN  
RIGHT HAND

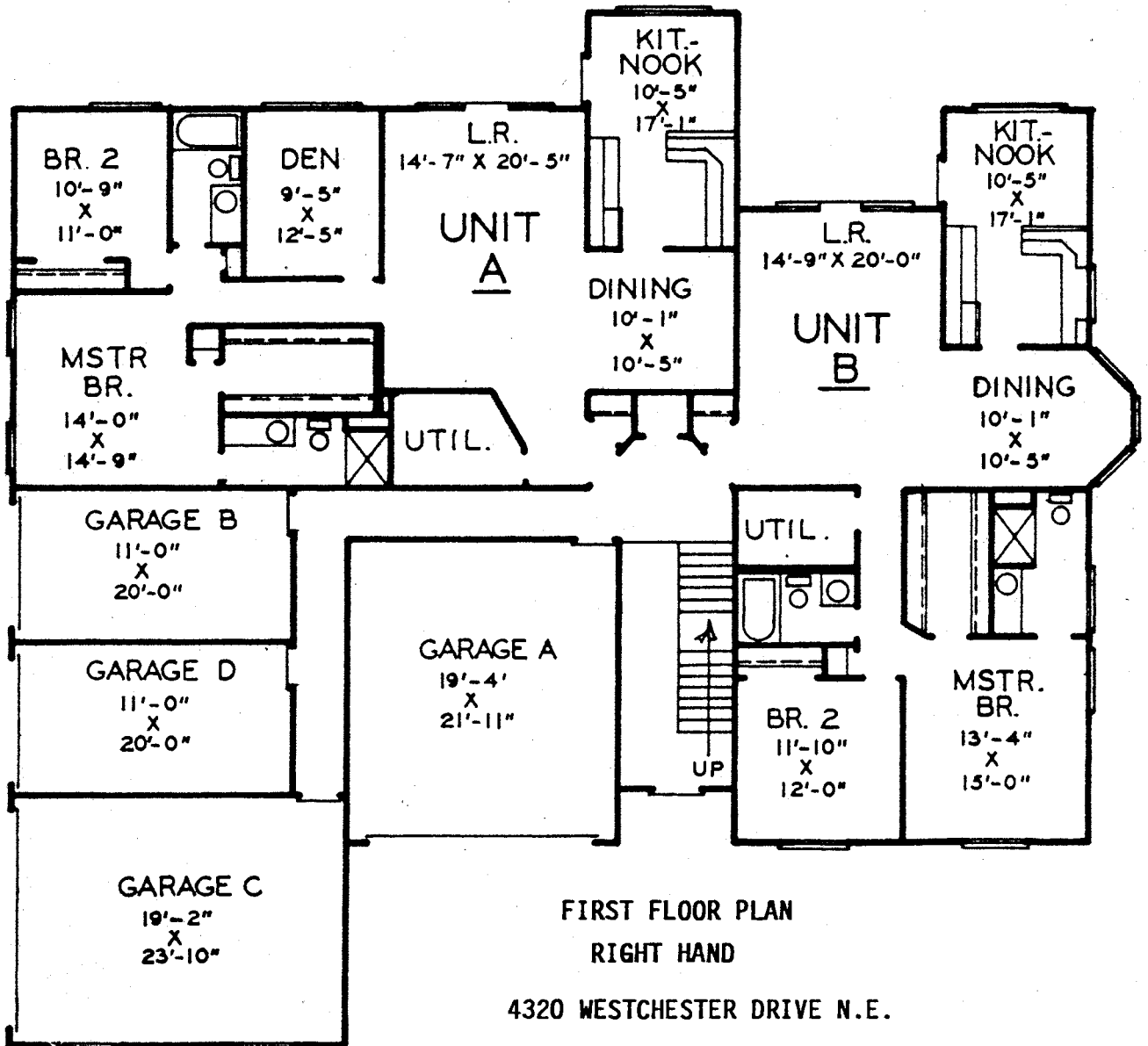


FIRST FLOOR PLAN  
RIGHT HAND

4300 WESTCHESTER DRIVE N.E.

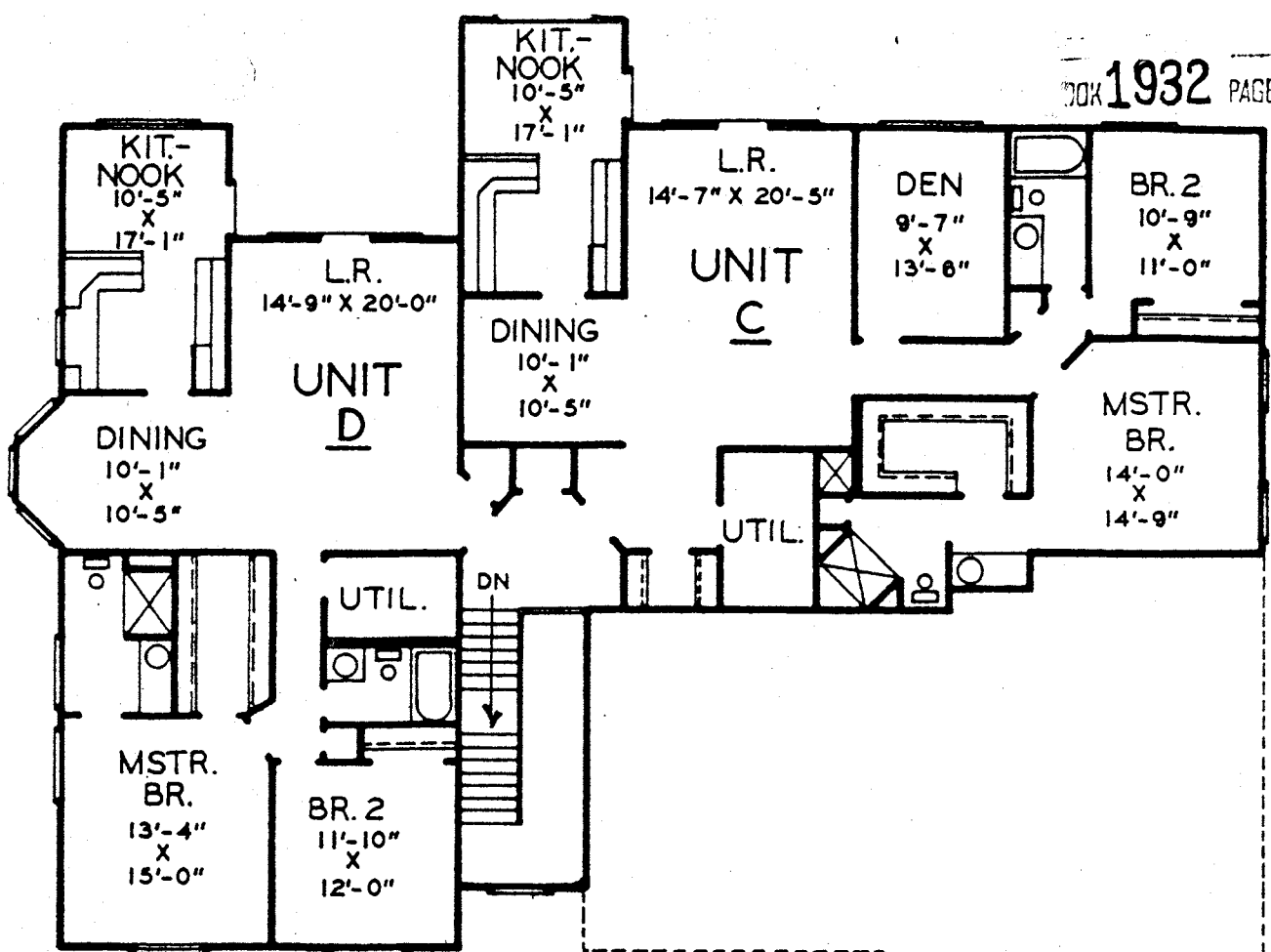


SECOND FLOOR PLAN  
RIGHT HAND

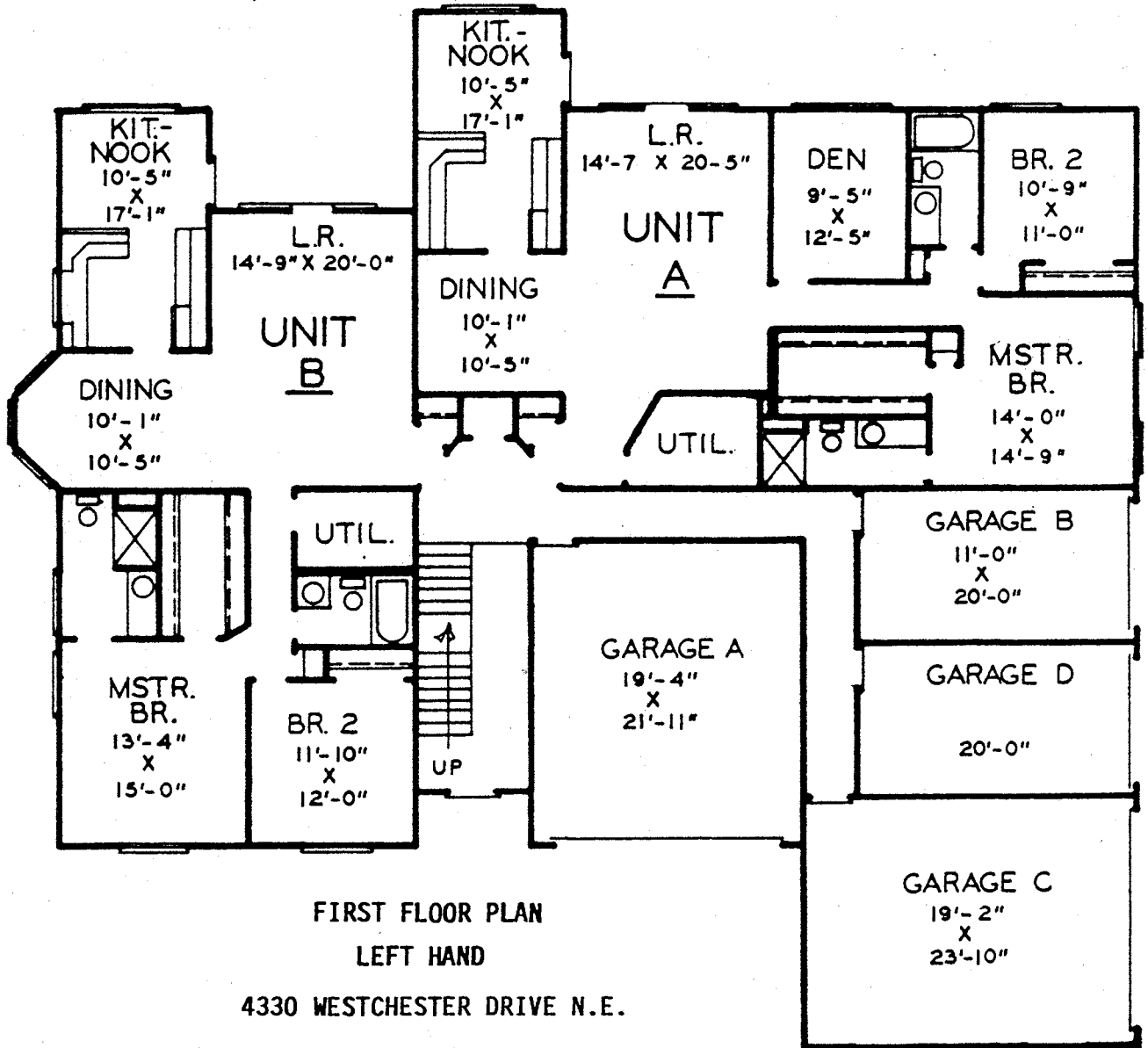


FIRST FLOOR PLAN  
RIGHT HAND

4320 WESTCHESTER DRIVE N.E.

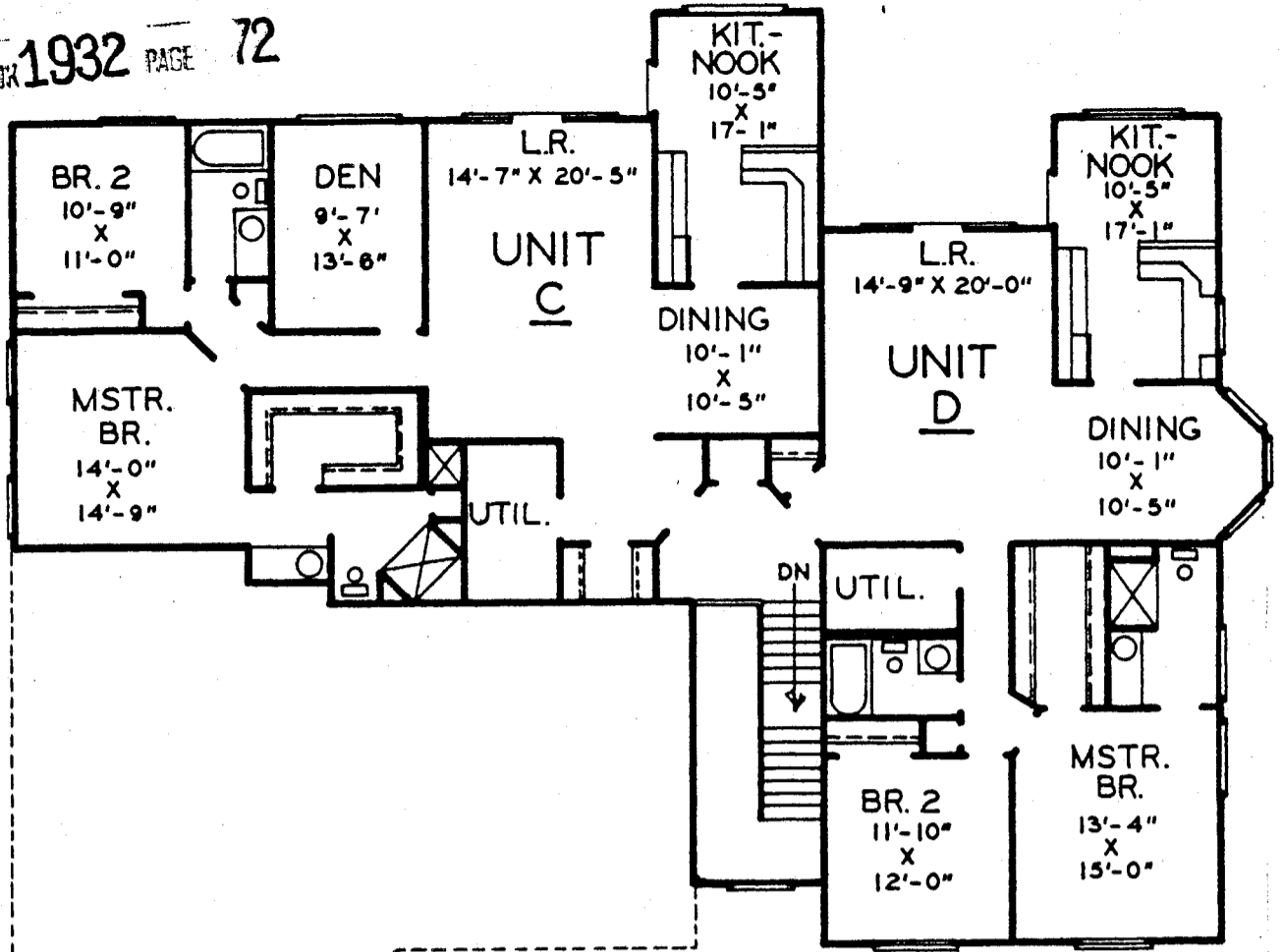


SECOND FLOOR PLAN  
LEFT HAND

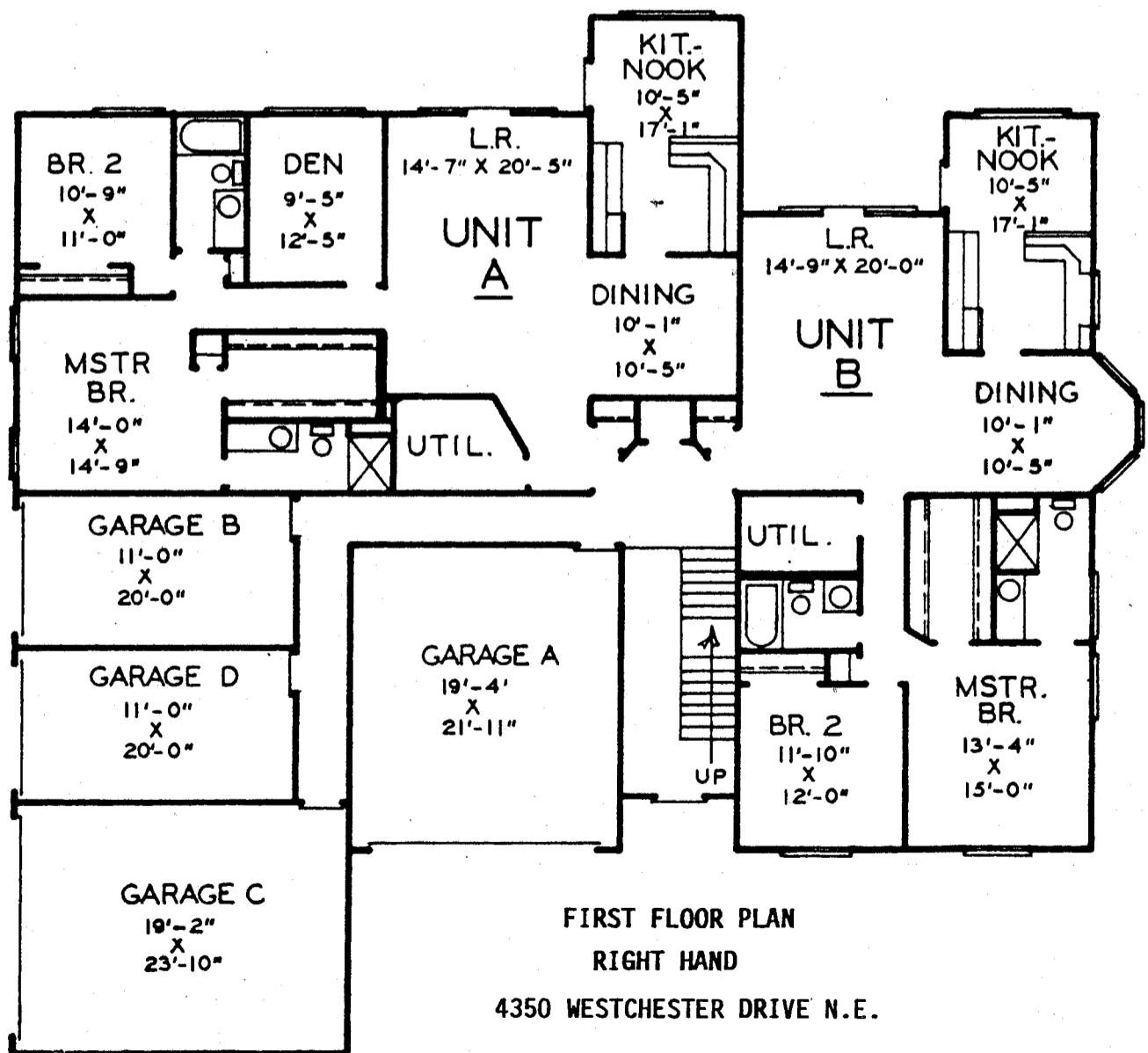


FIRST FLOOR PLAN  
LEFT HAND

4330 WESTCHESTER DRIVE N.E.



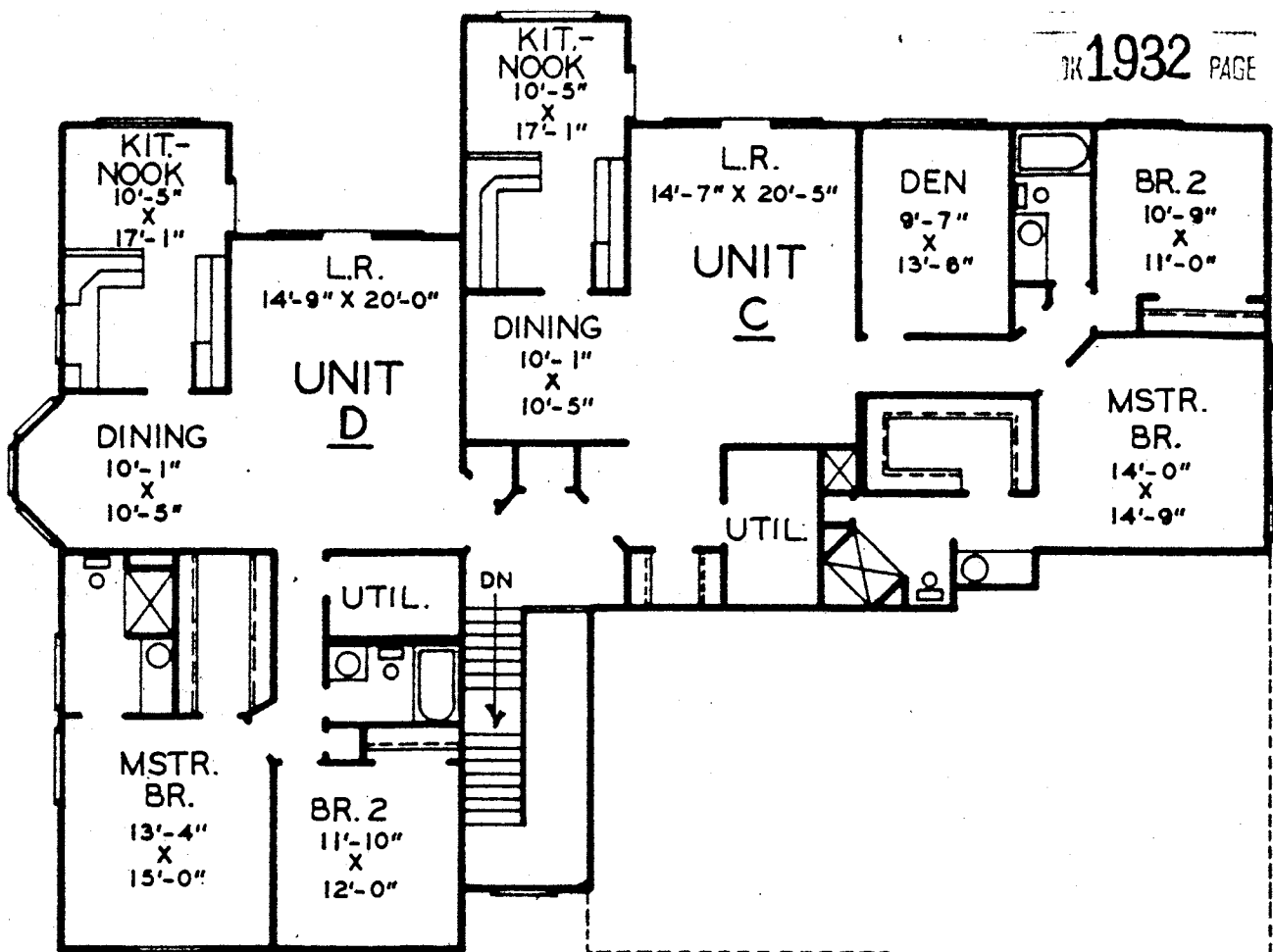
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RIGHT HAND



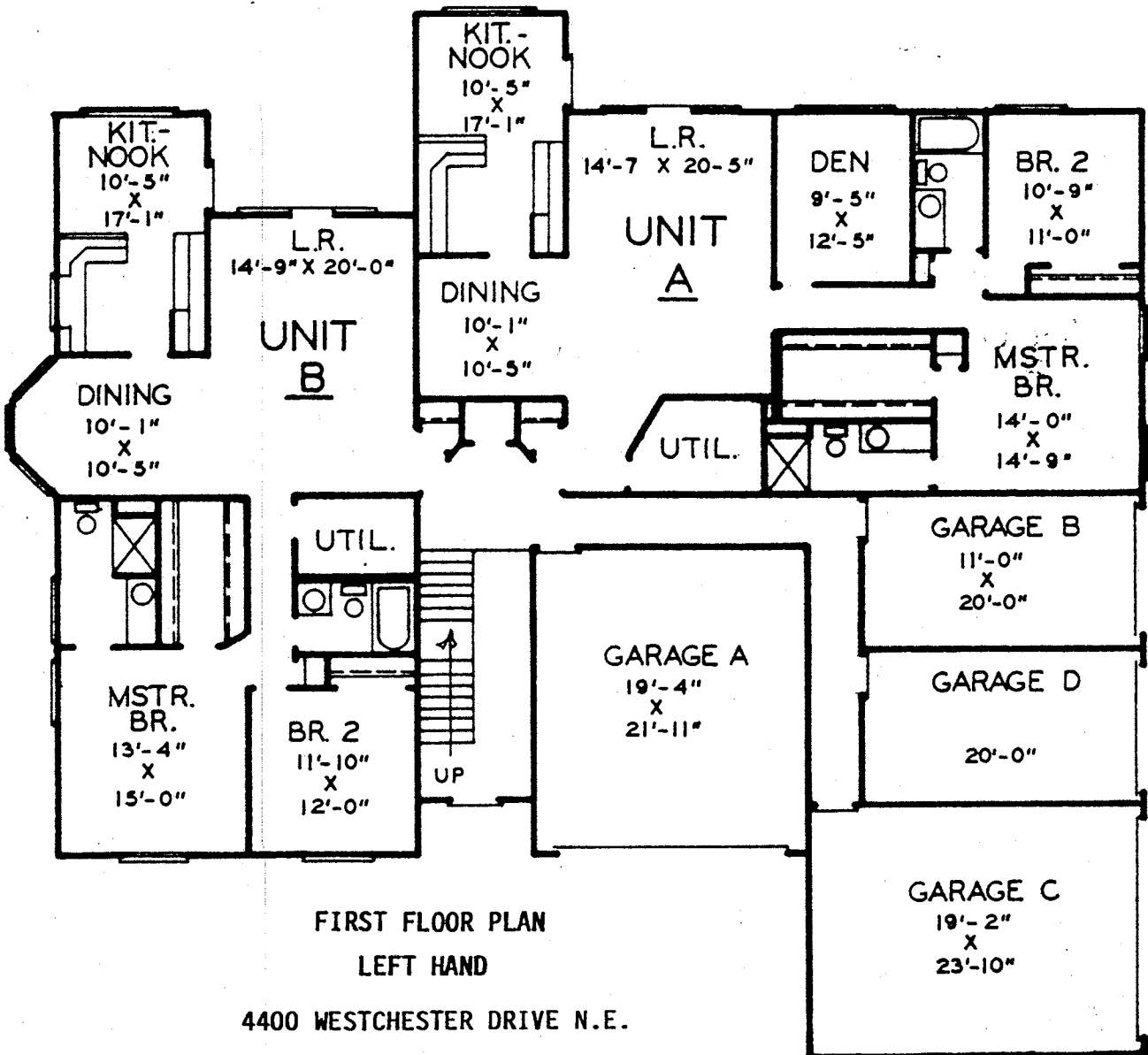
FIRST FLOOR PLAN  
RIGHT HAND

4350 WESTCHESTER DRIVE N.E.



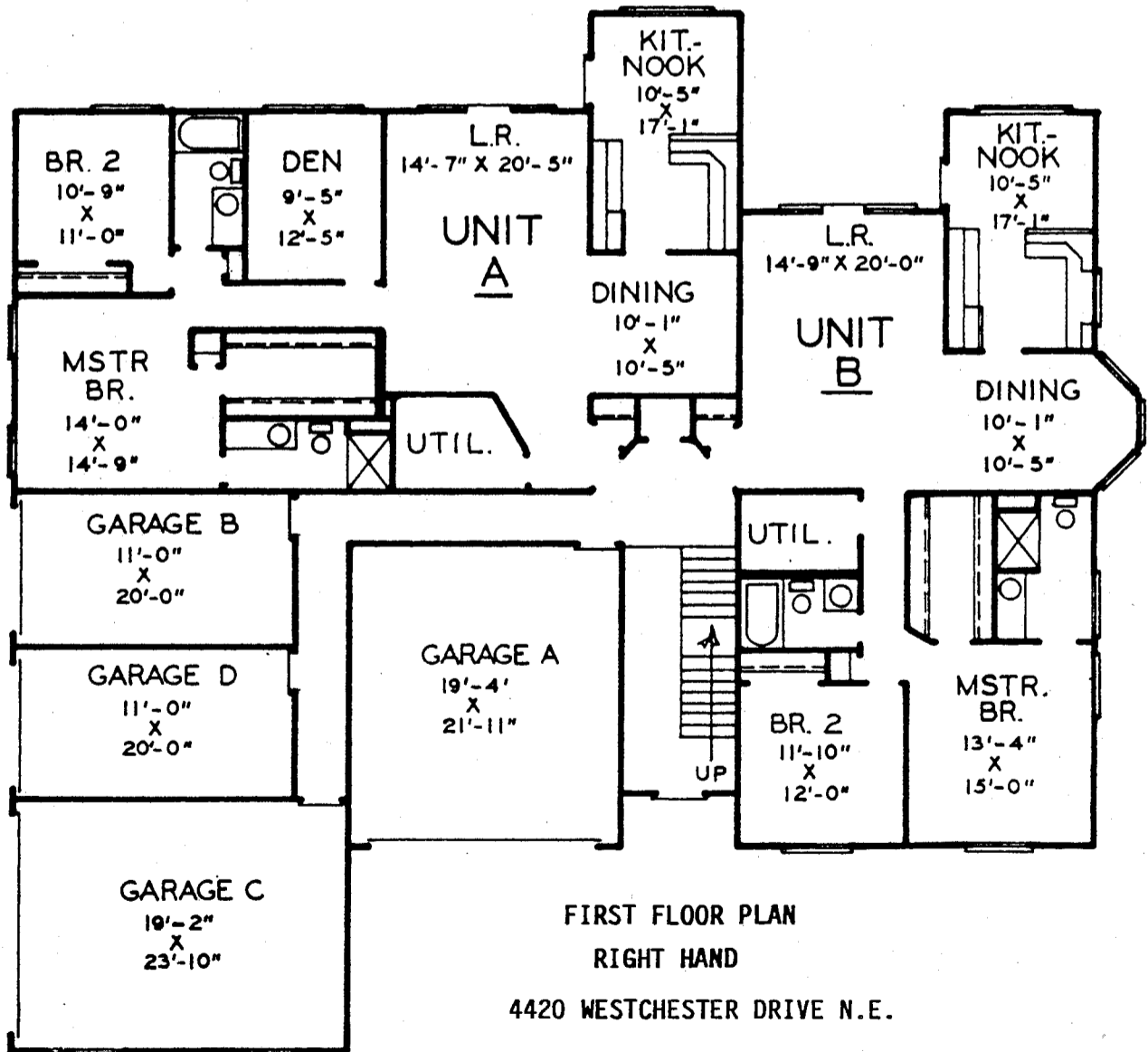
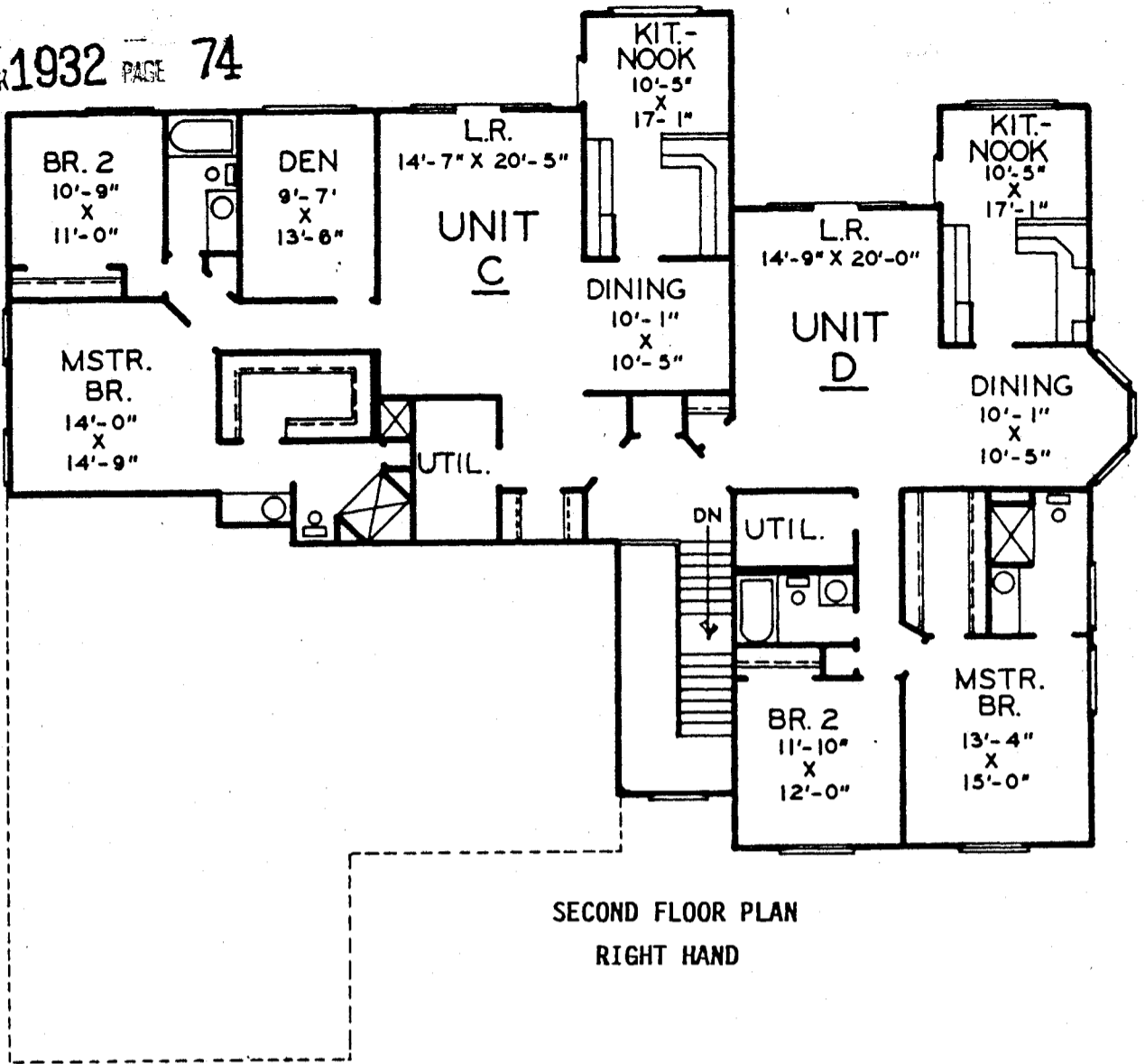


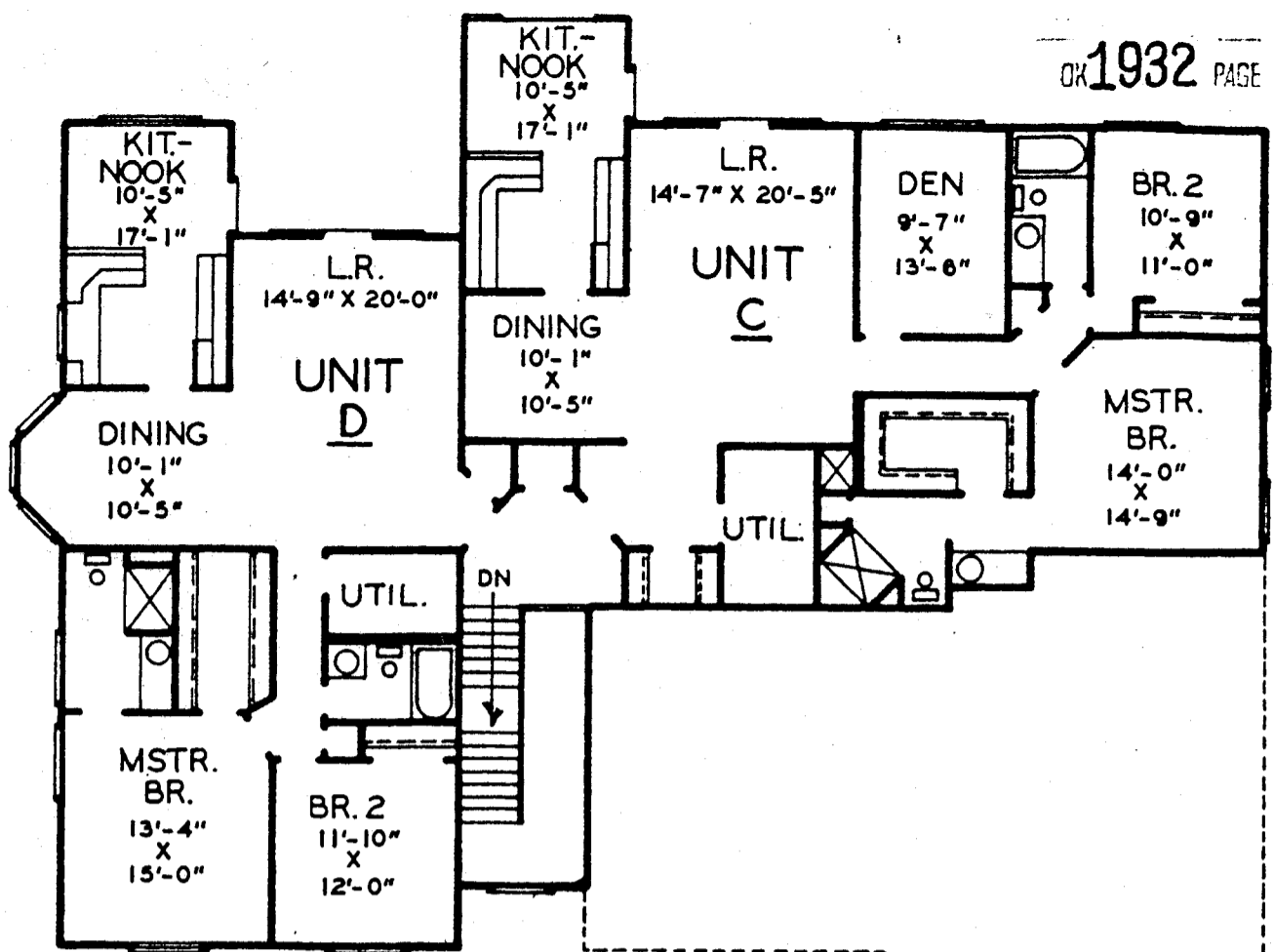
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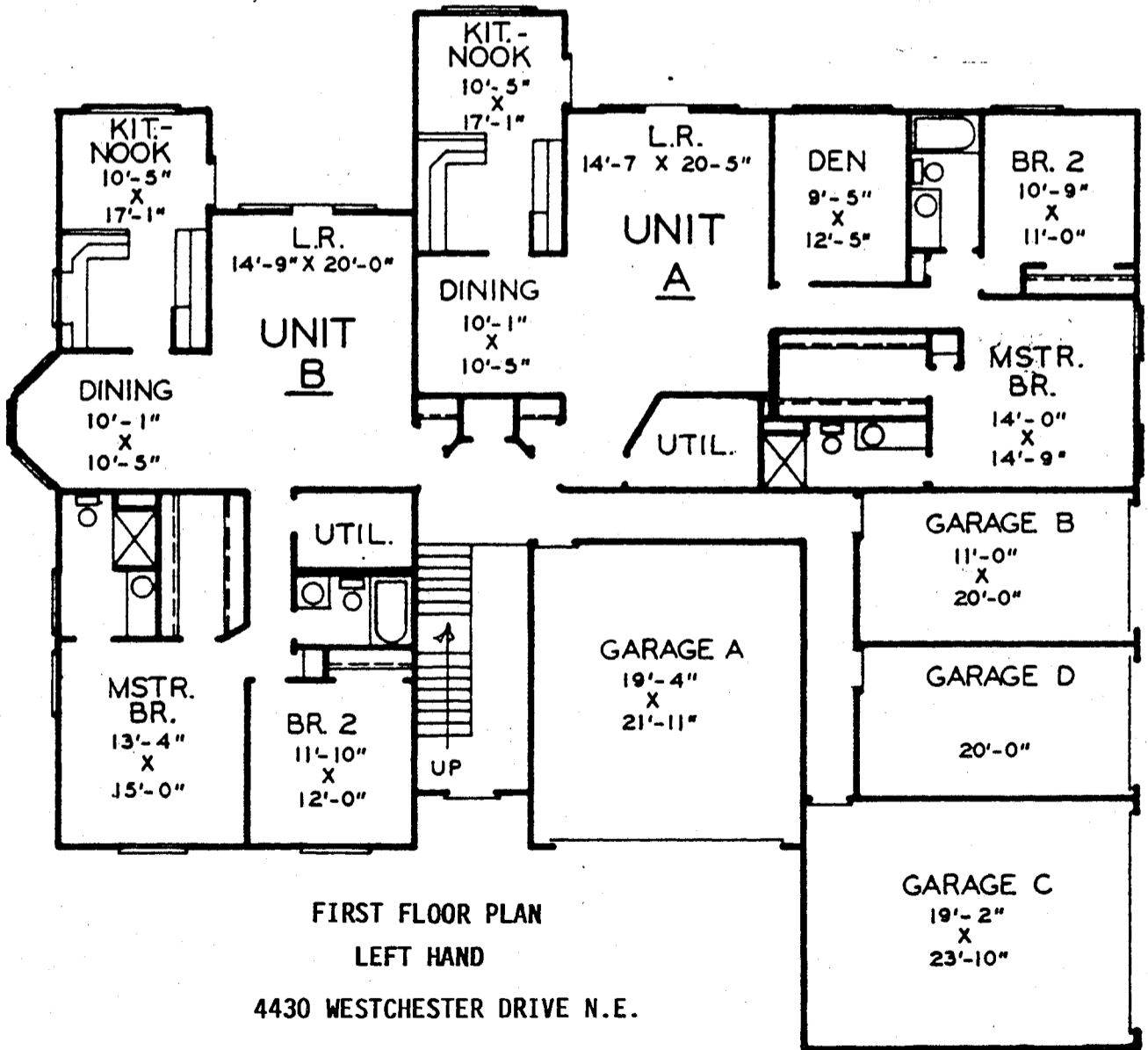
FIRST FLOOR PLAN  
LEFT HAND

4400 WESTCHESTER DRIVE N.E.



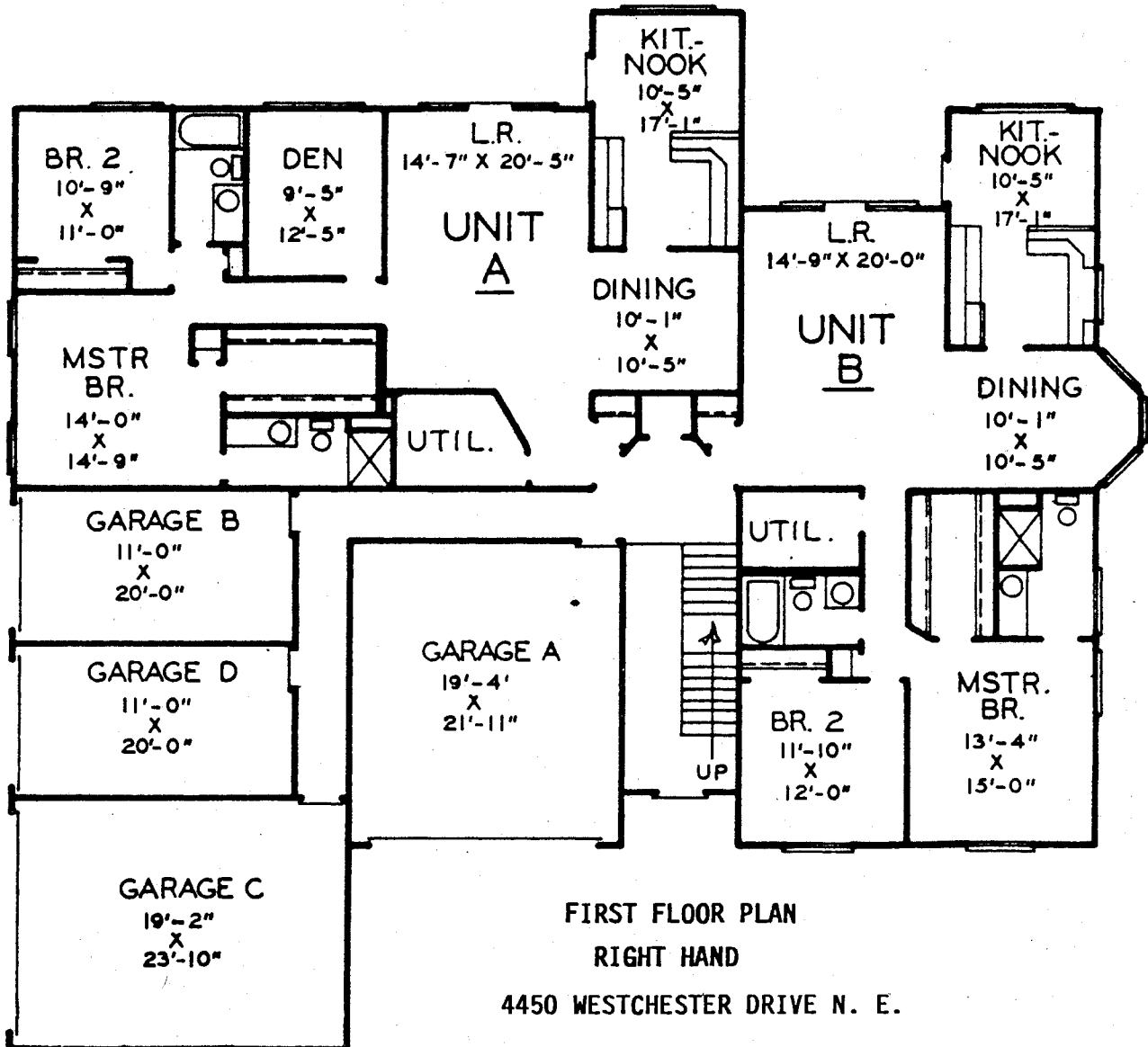
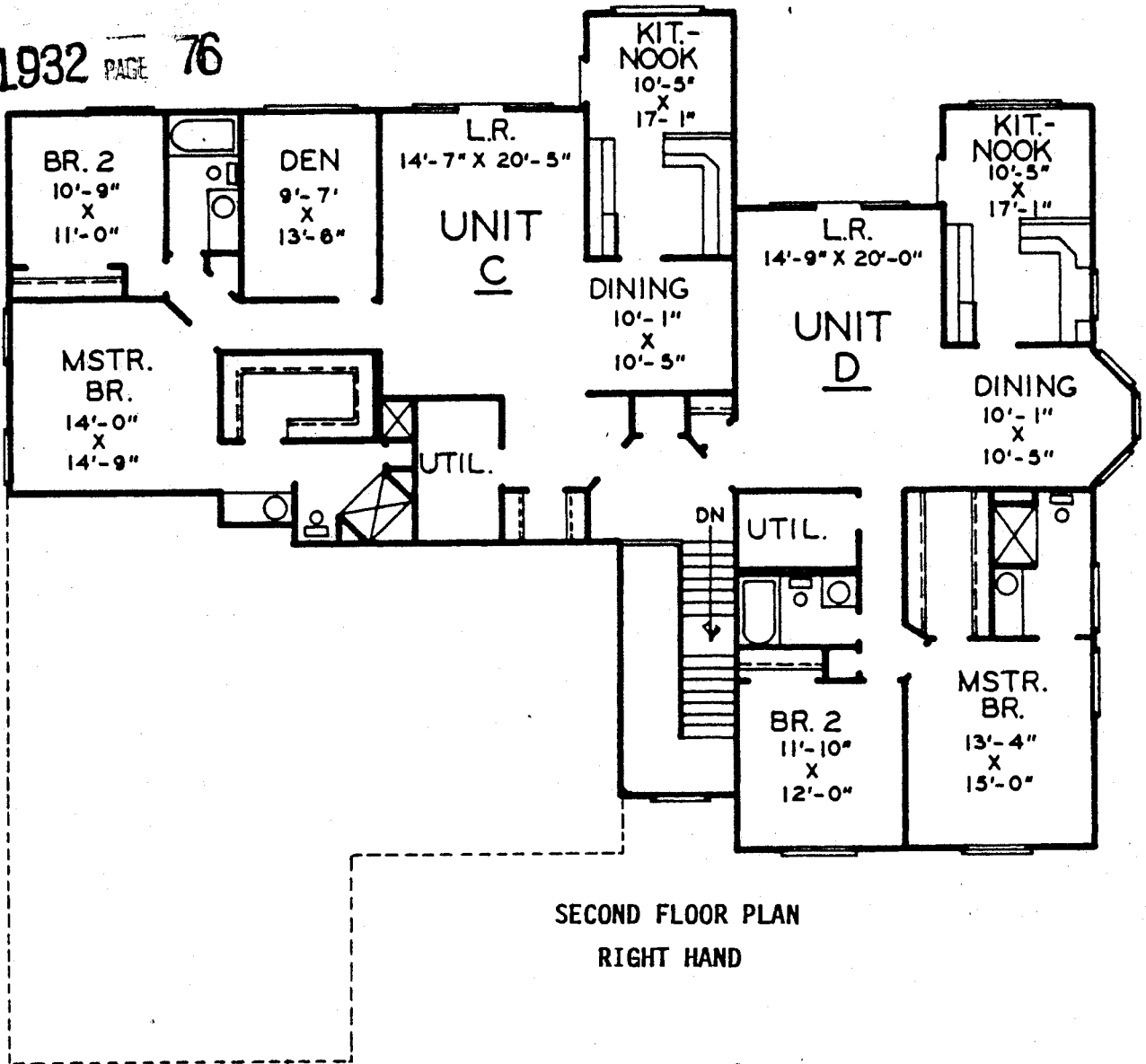


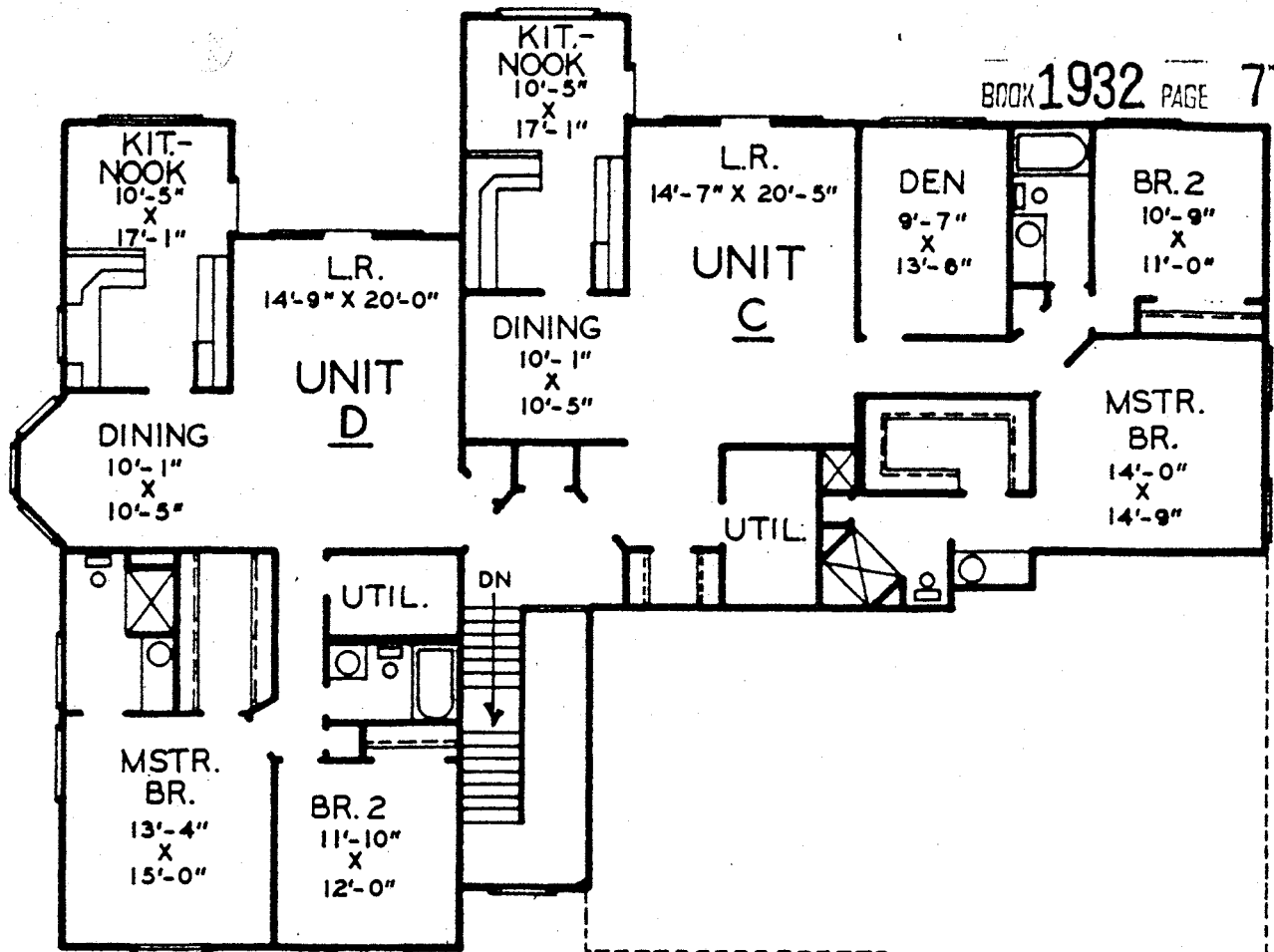
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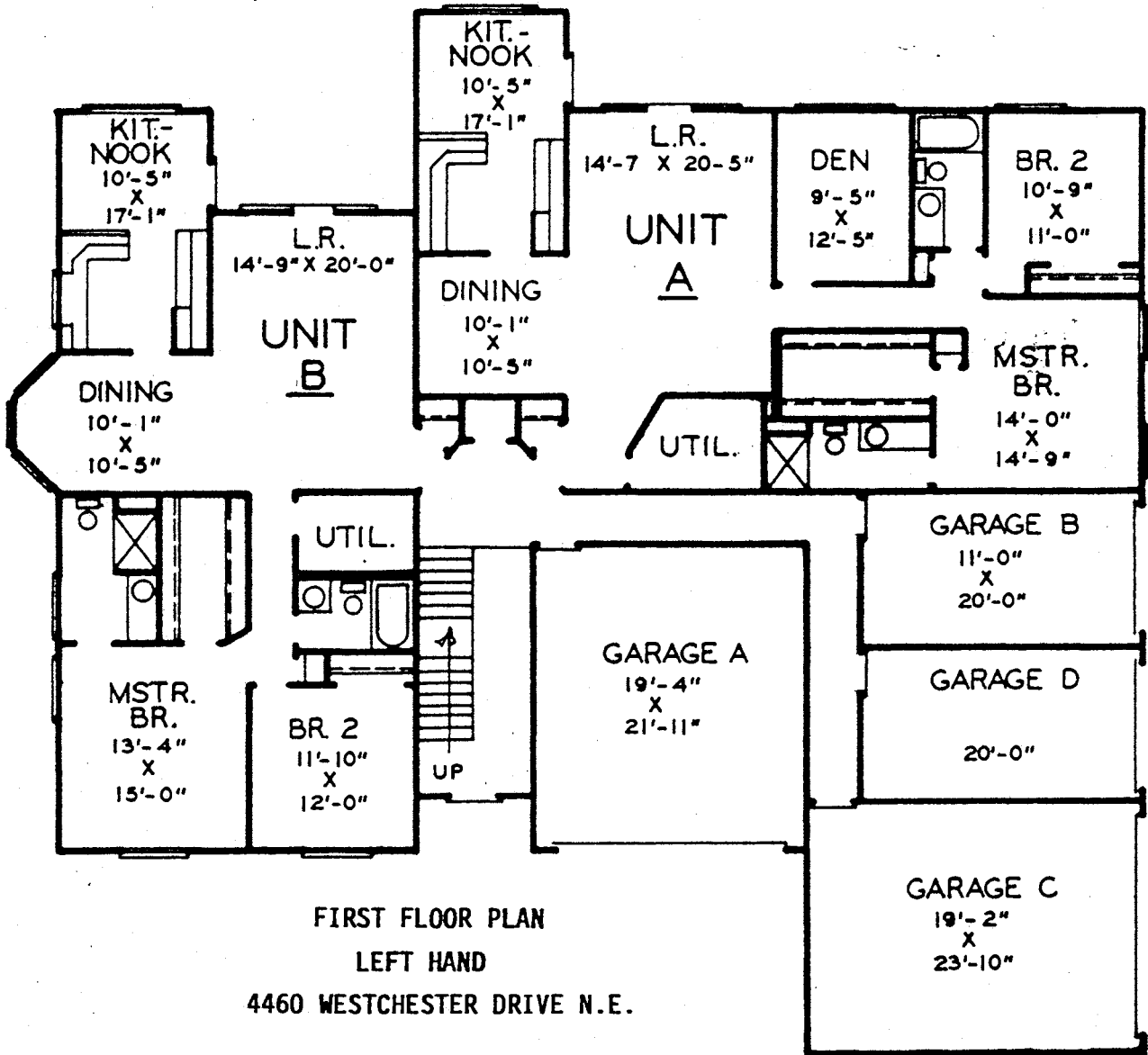
FIRST FLOOR PLAN  
LEFT HAND

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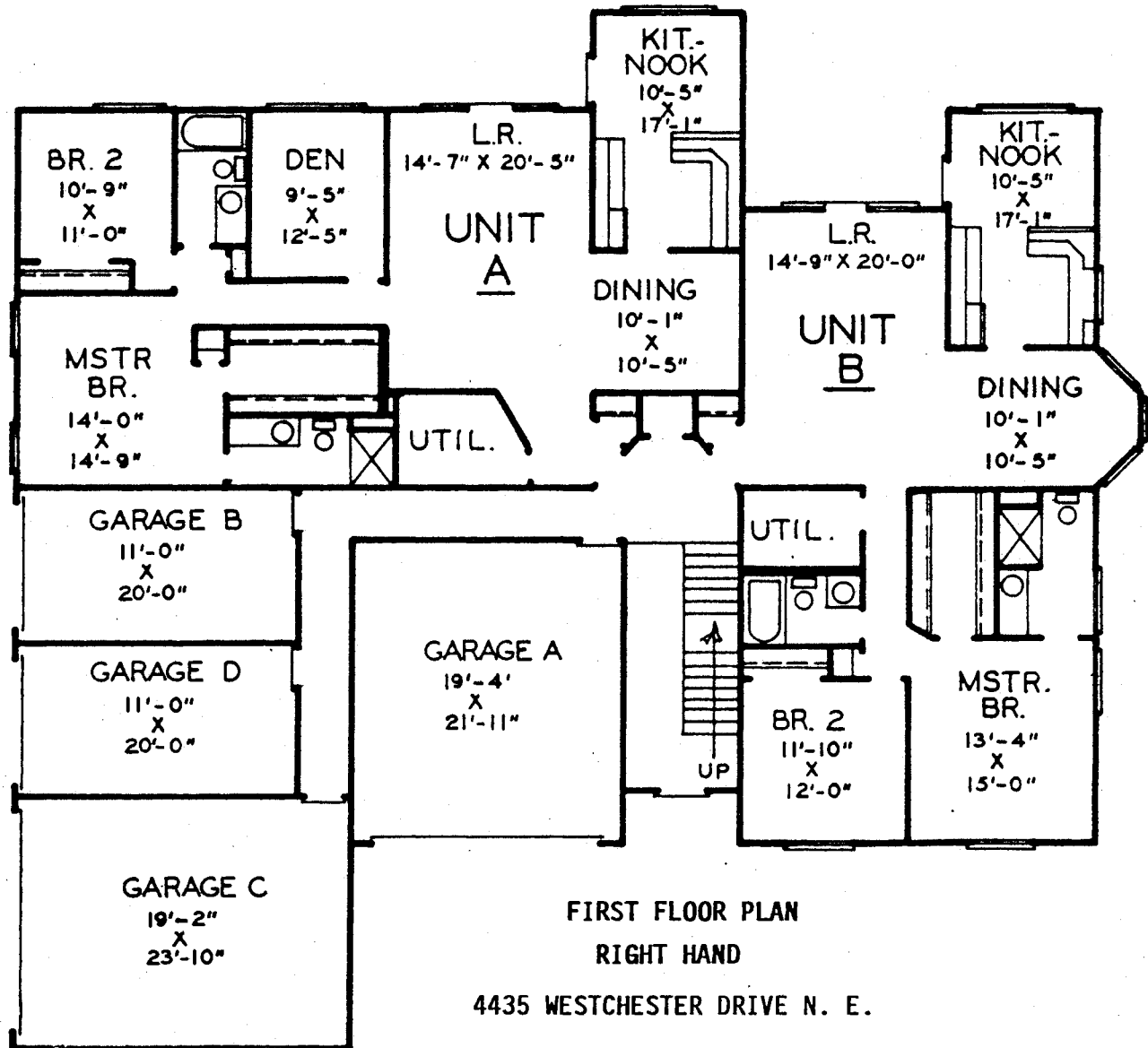
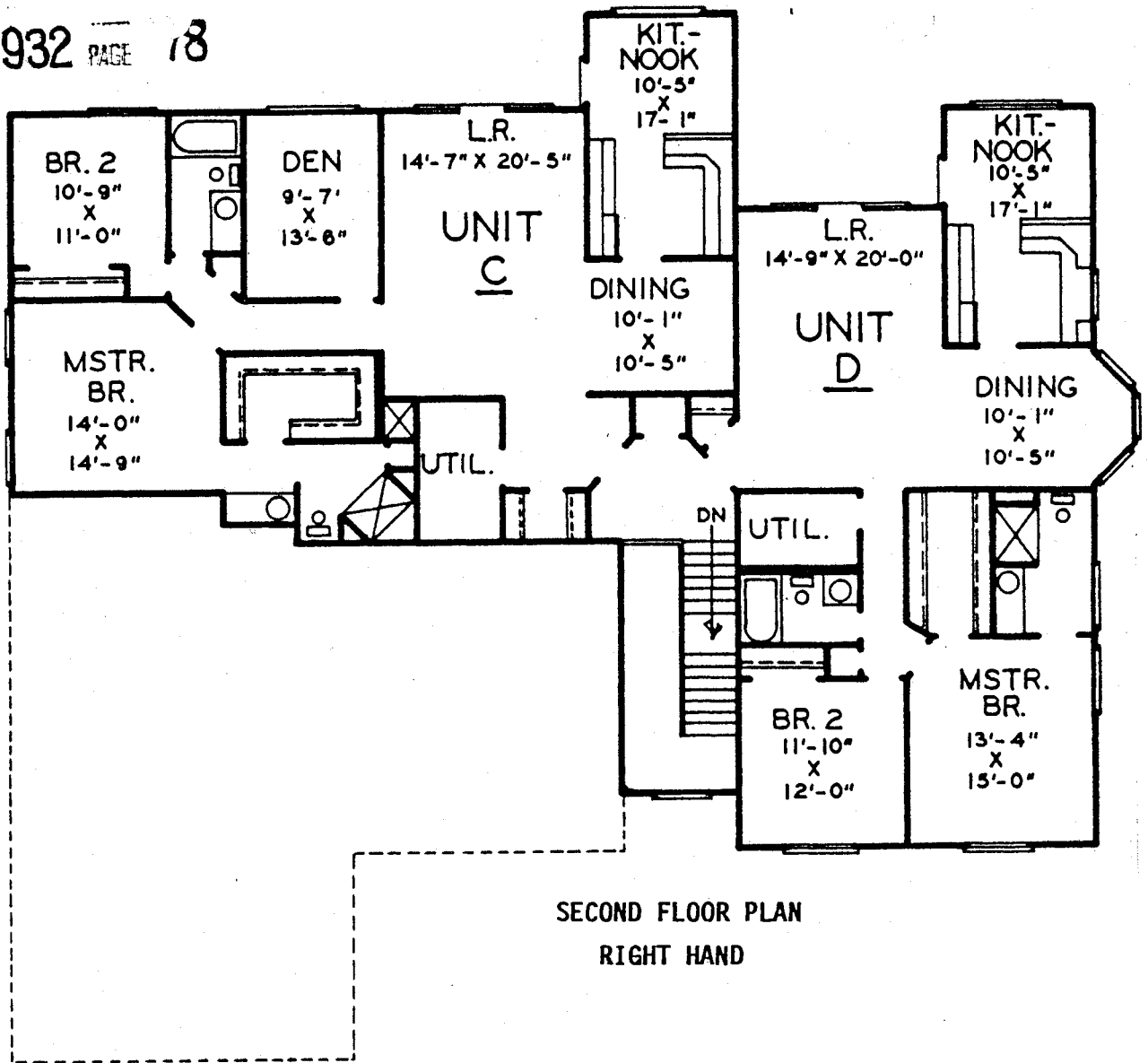


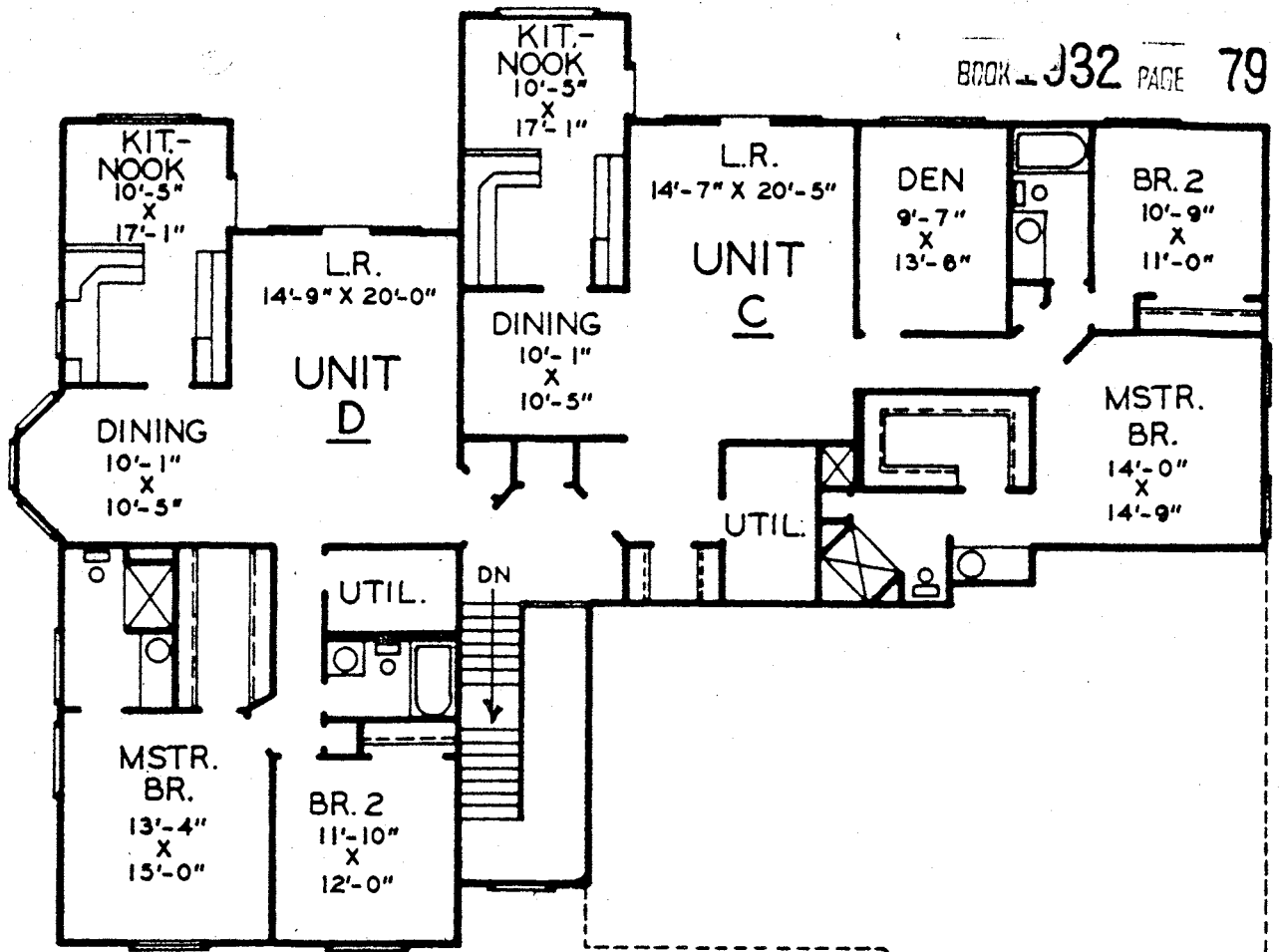
SECOND FLOOR PLAN  
LEFT HAND



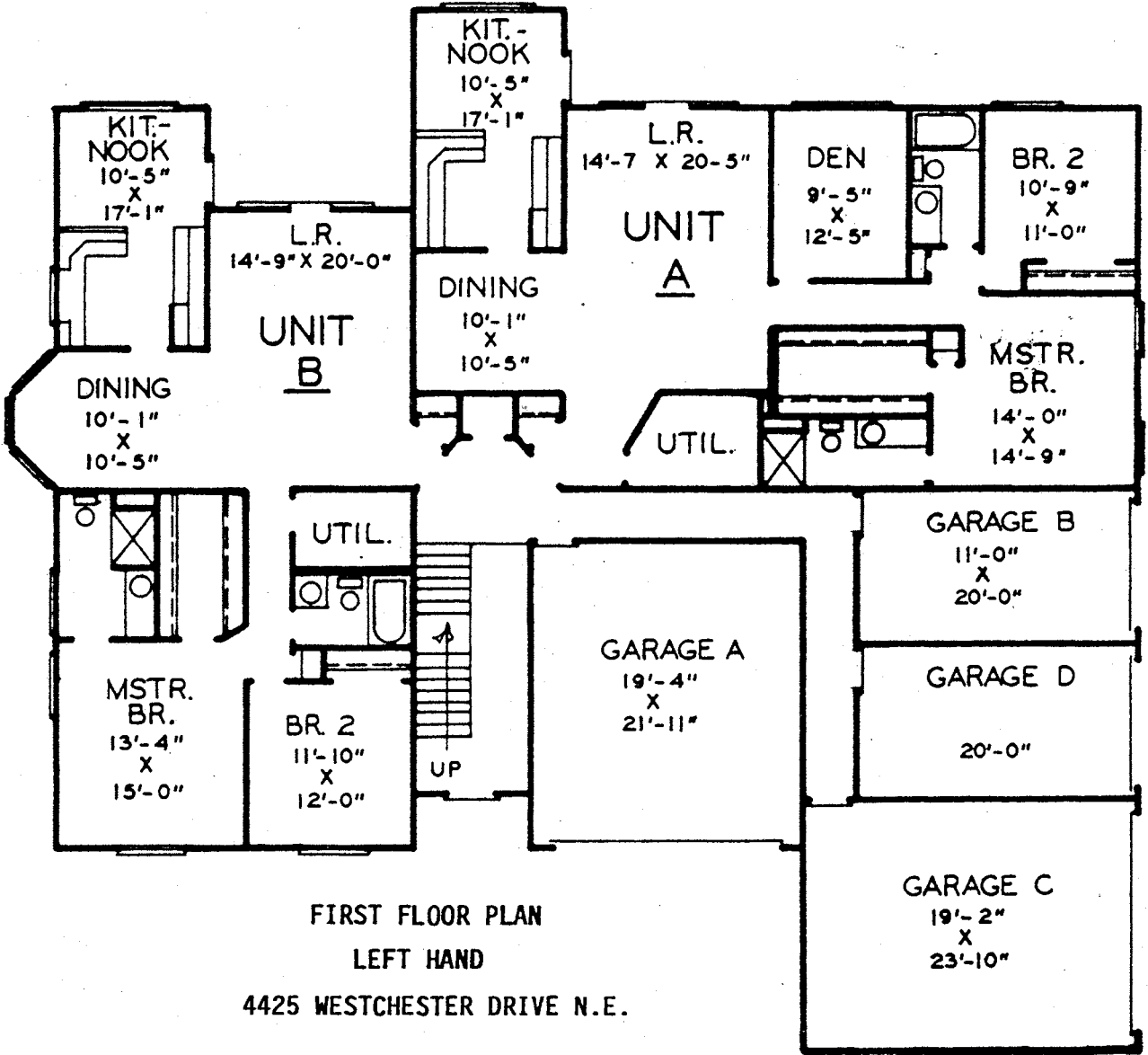
FIRST FLOOR PLAN  
LEFT HAND

4460 WESTCHESTER DRIVE N.E.



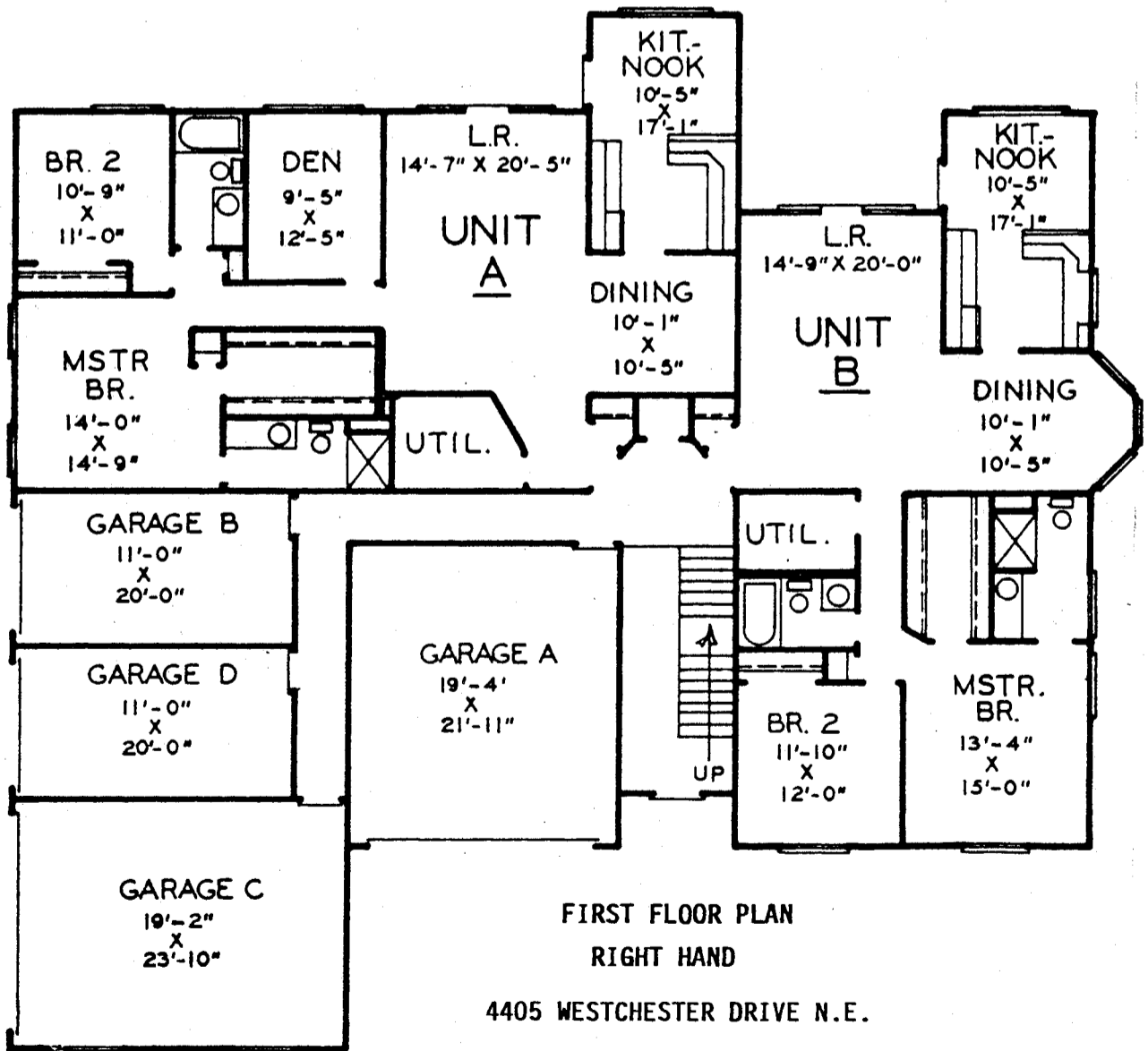
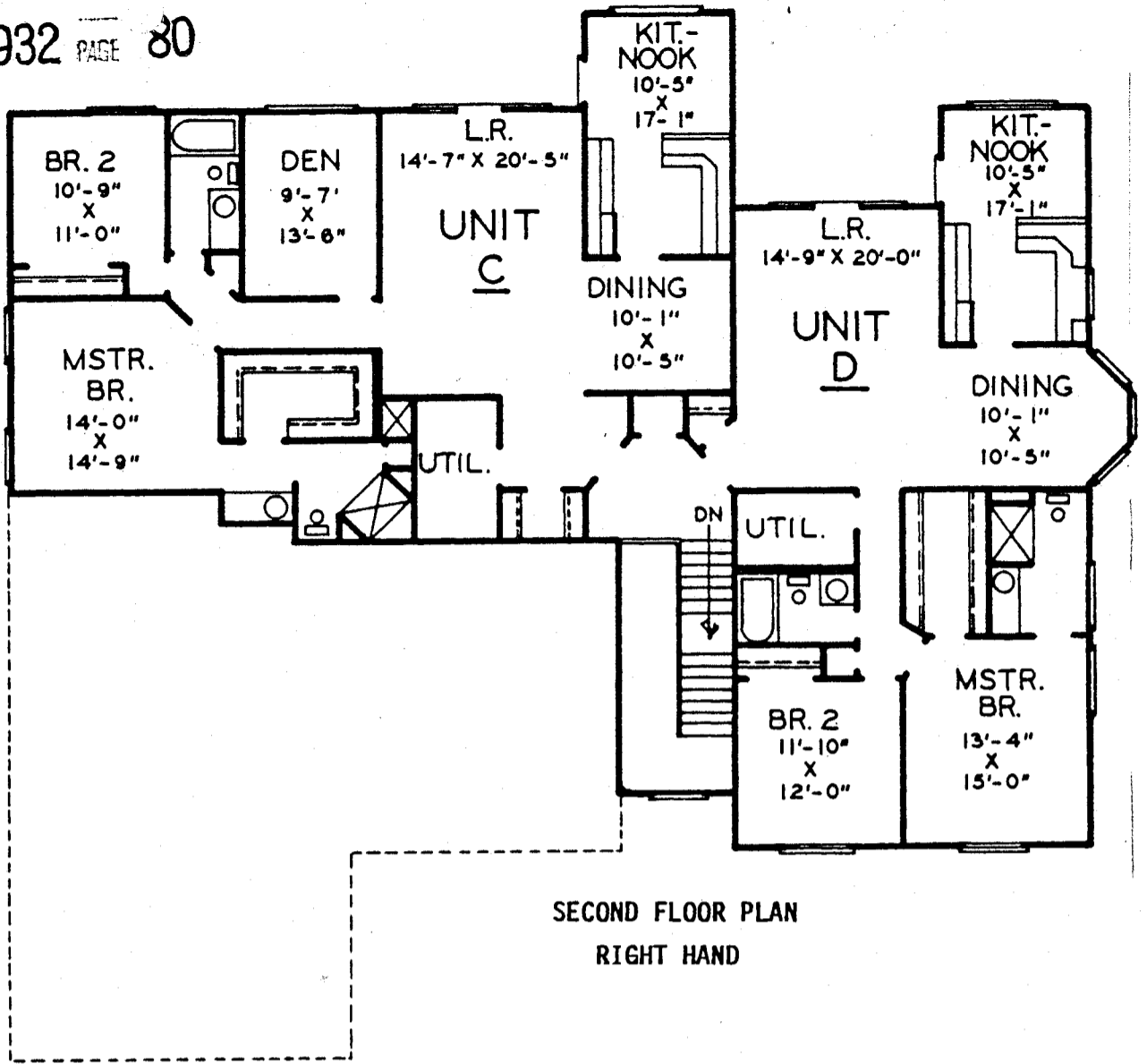


SECOND FLOOR PLAN  
LEFT HAND



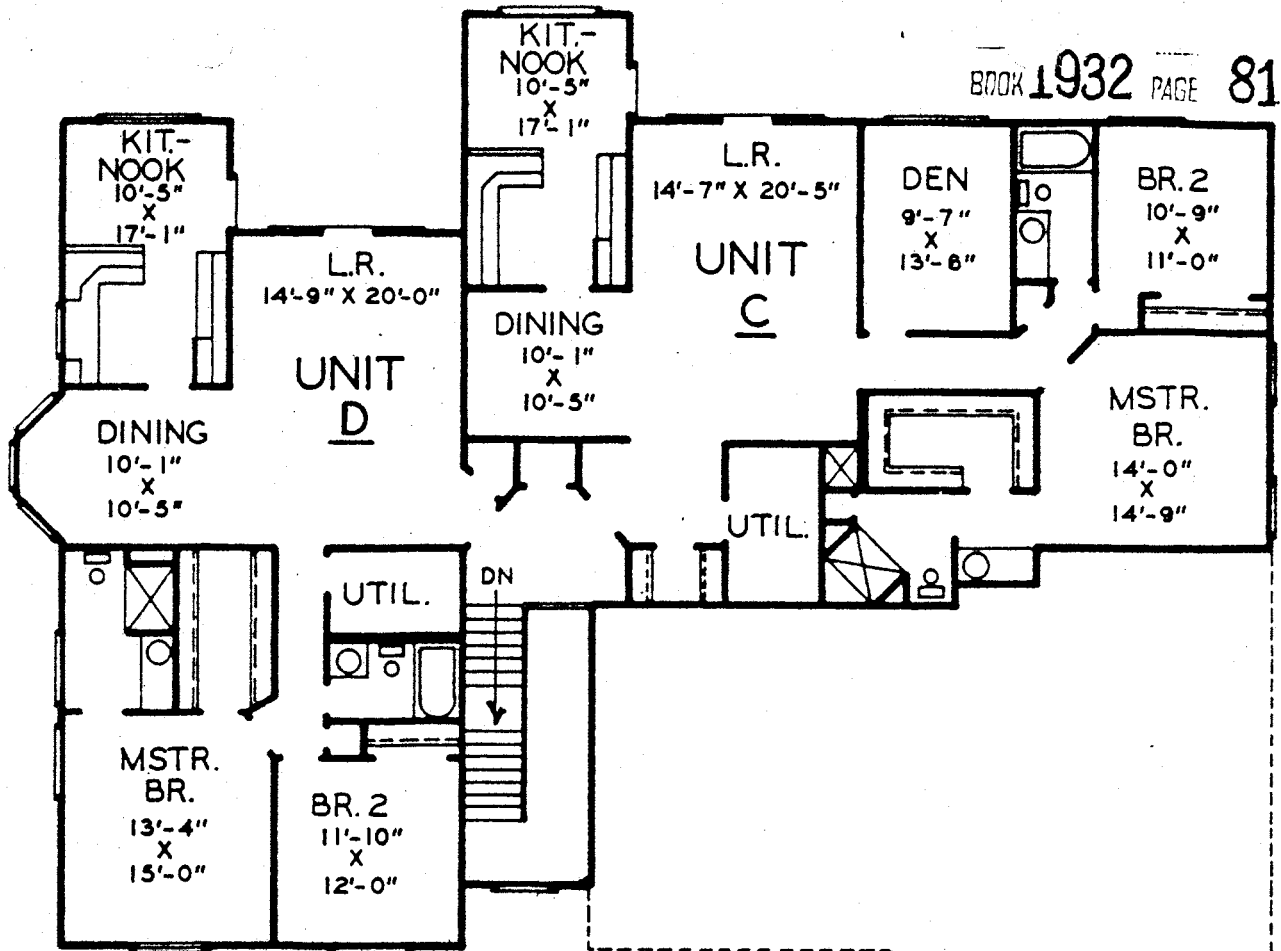
FIRST FLOOR PLAN  
LEFT HAND

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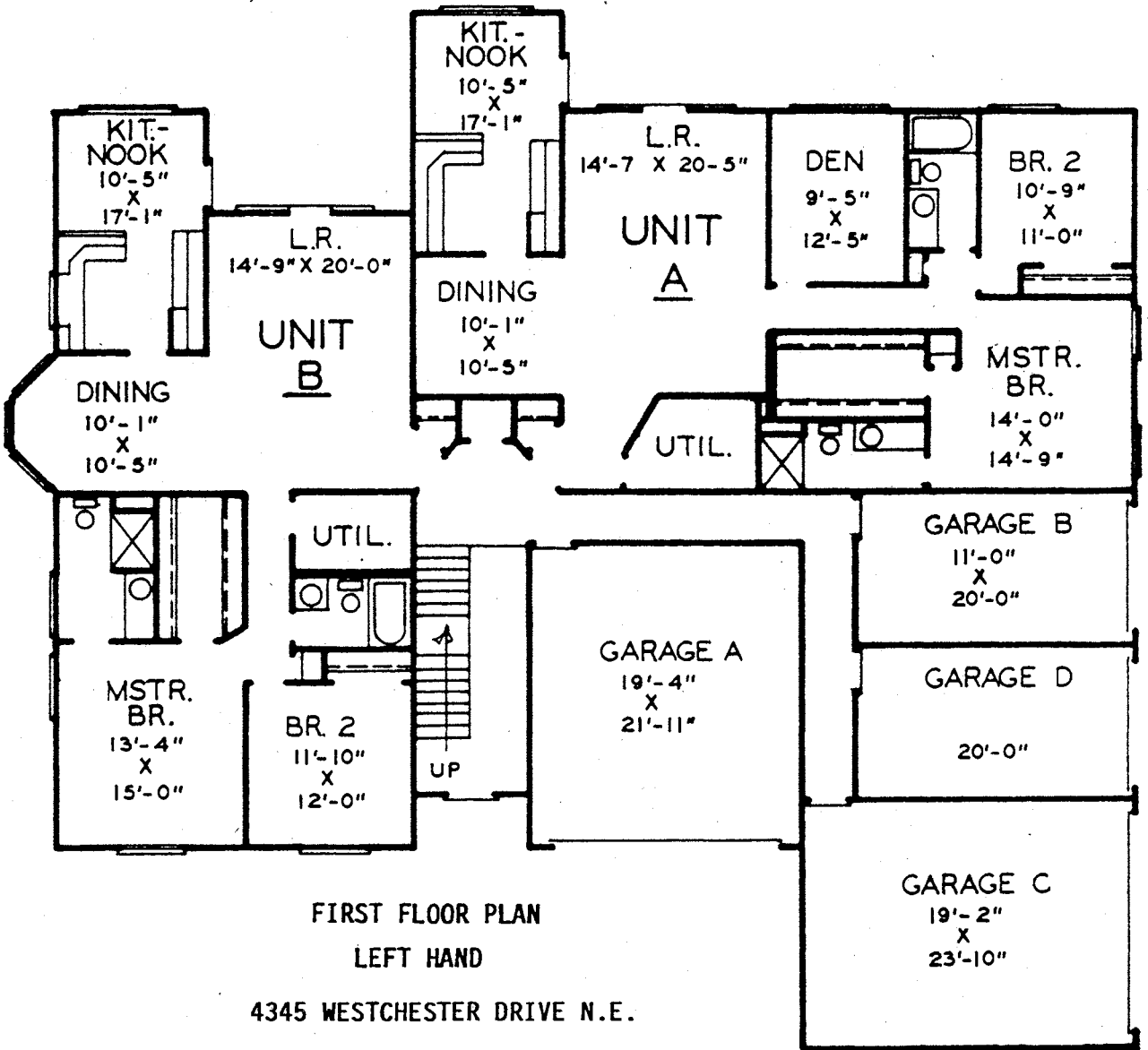


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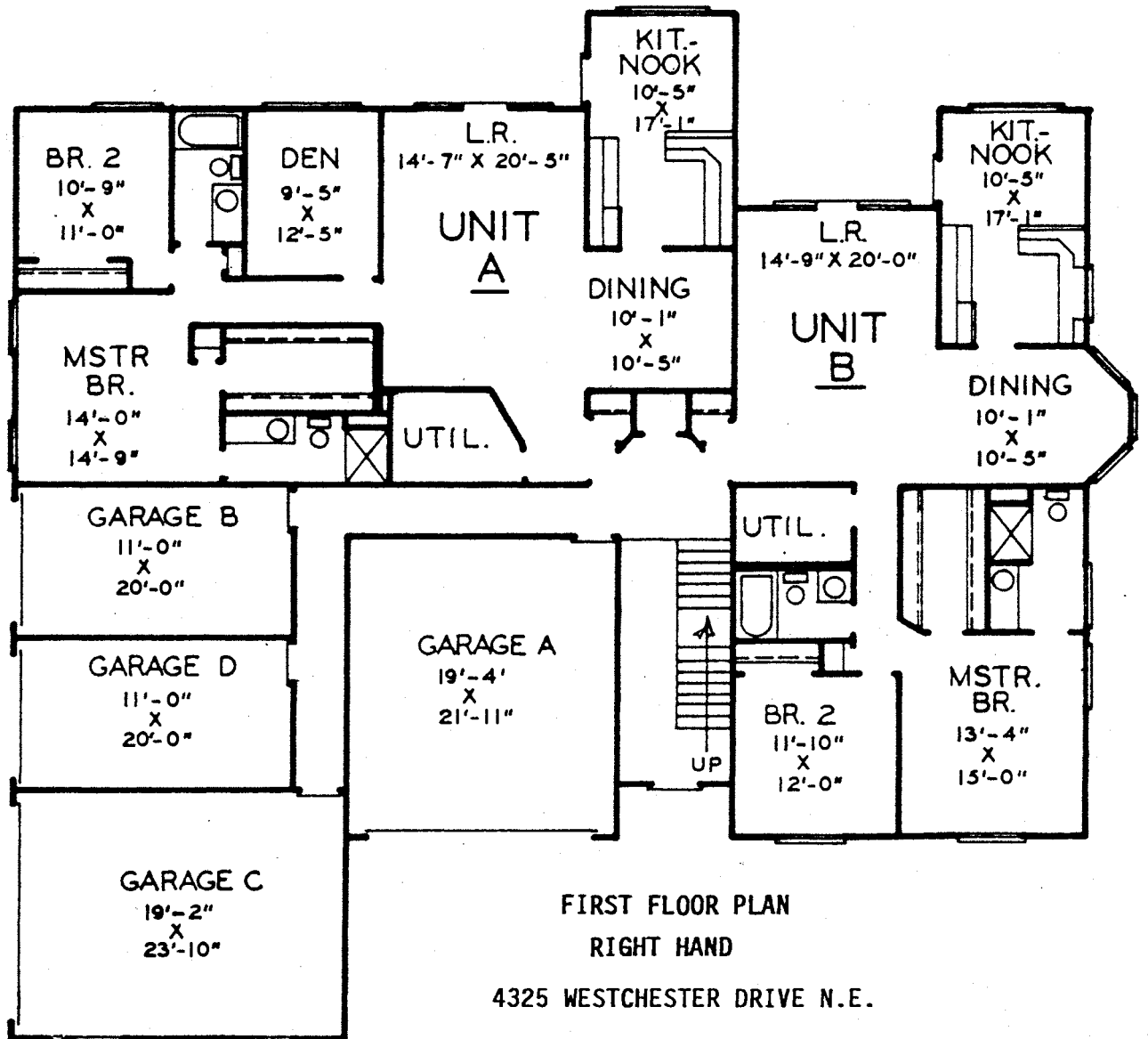
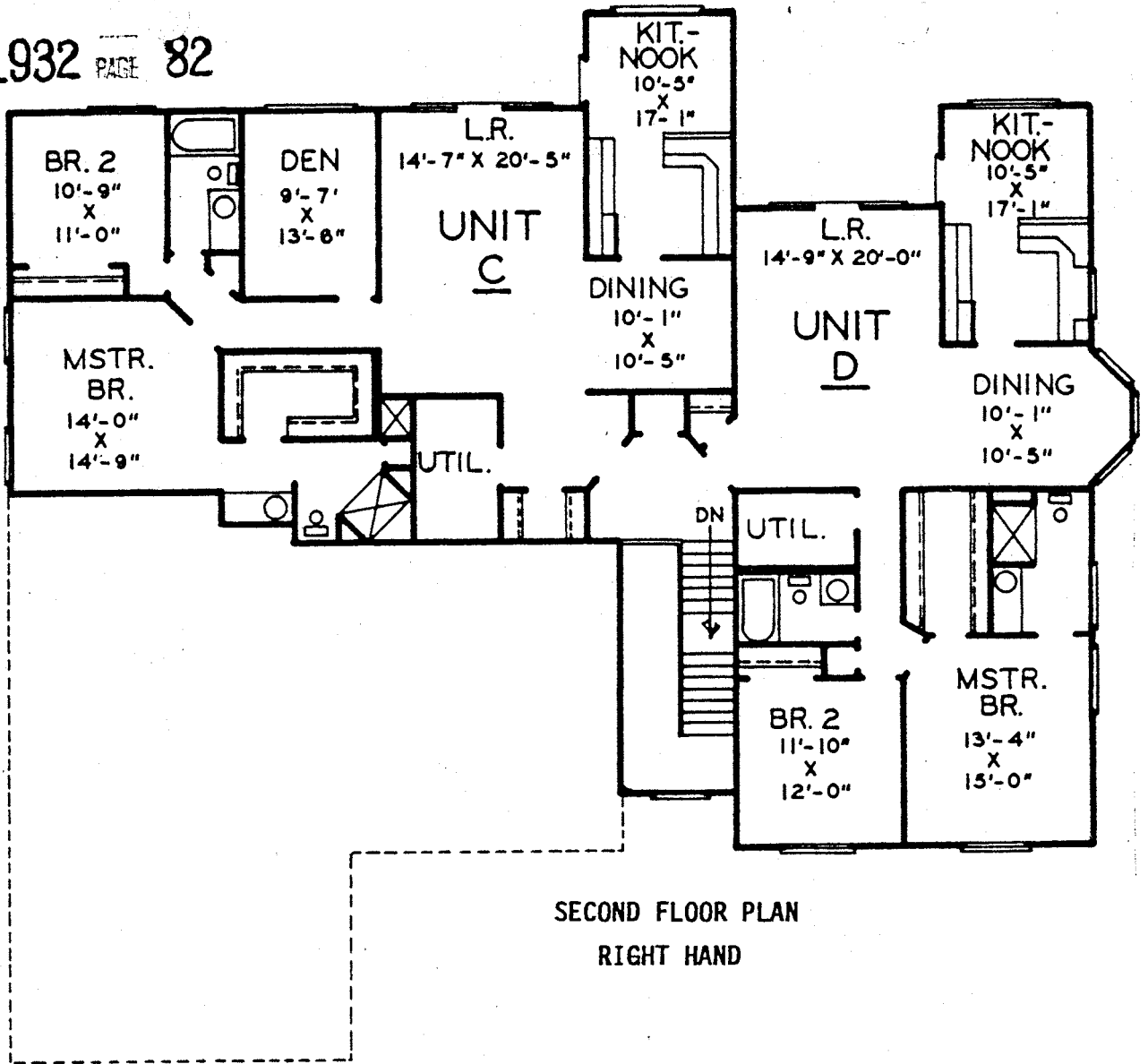


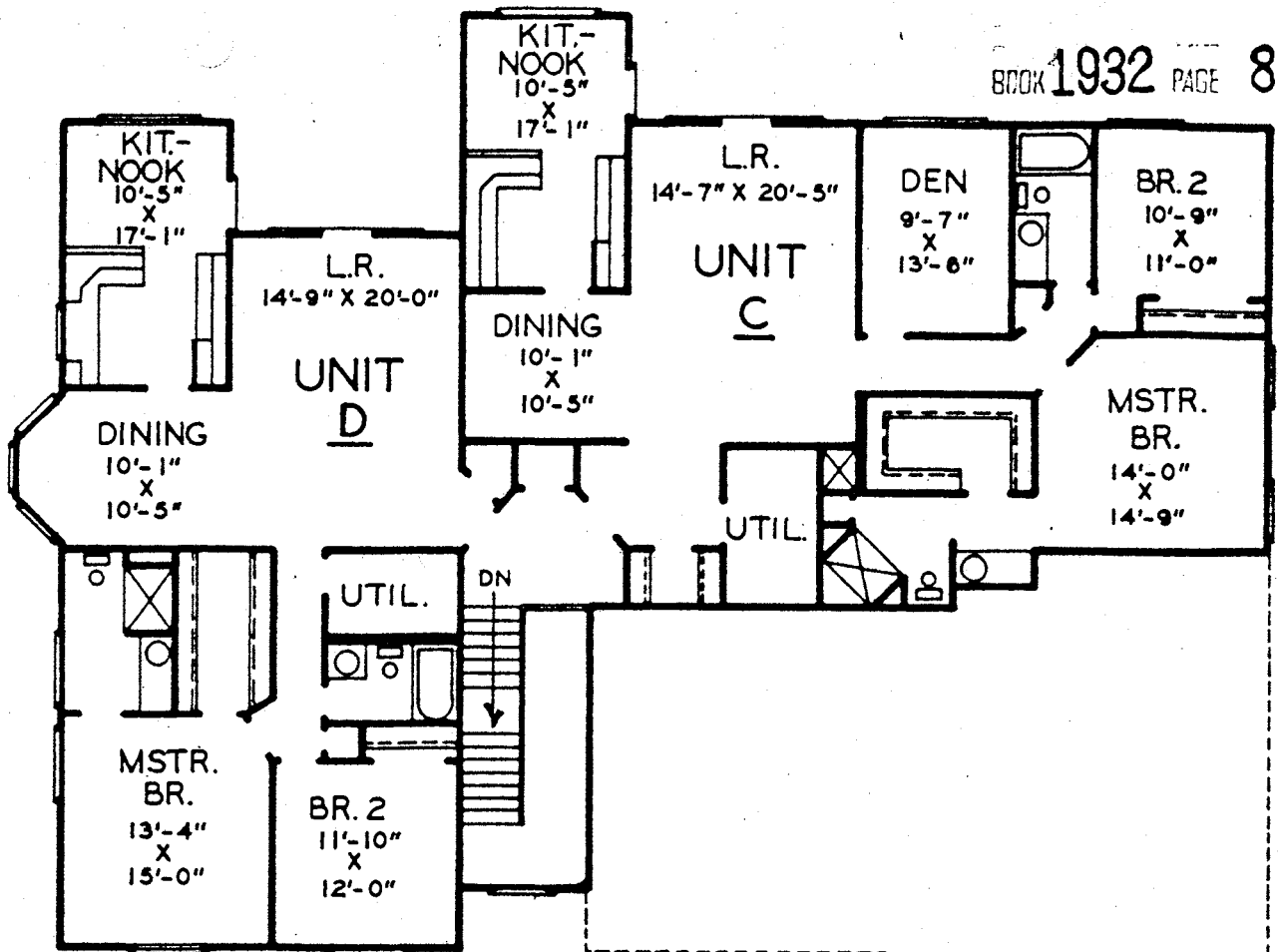
SECOND FLOOR PLAN  
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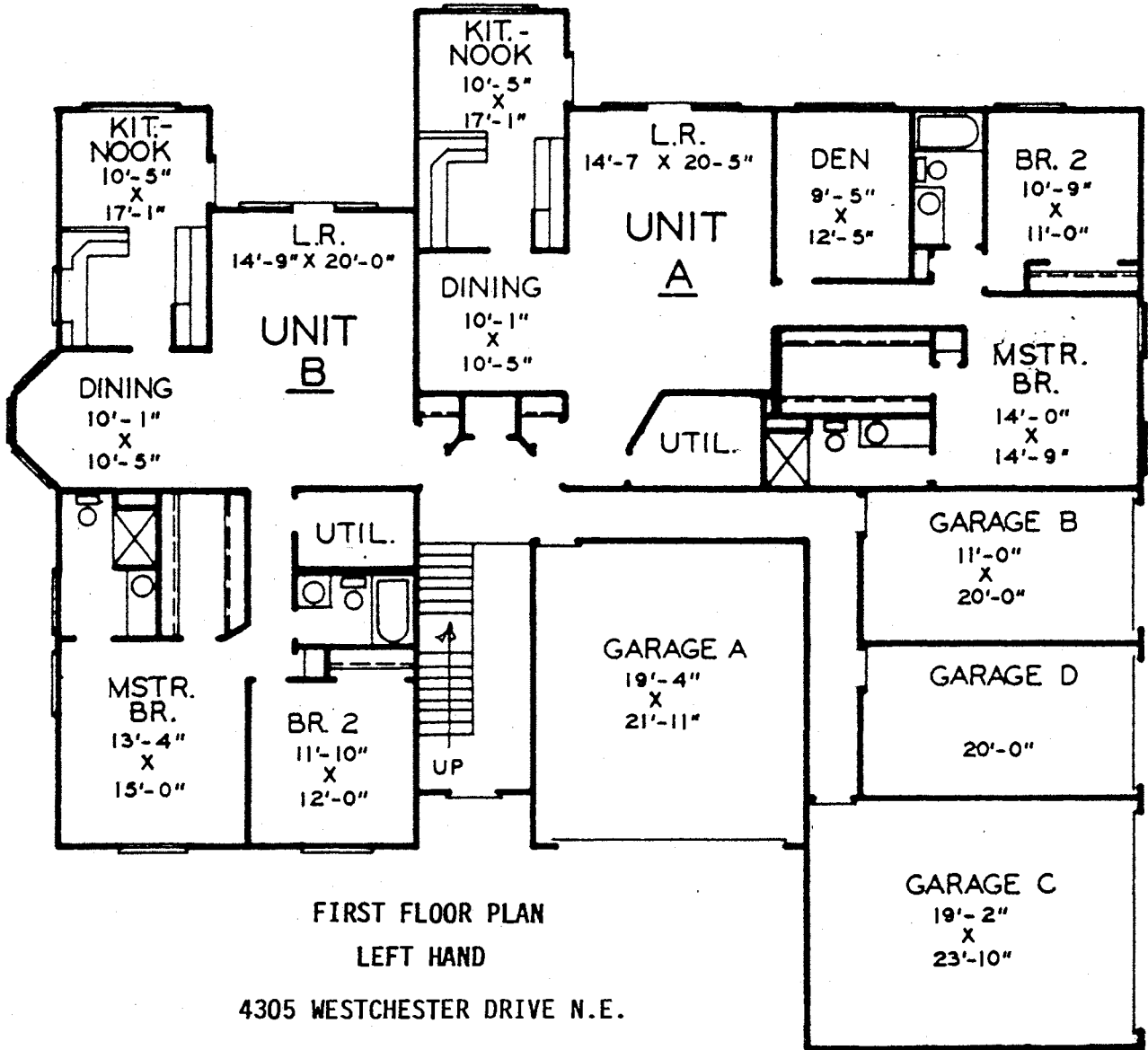
FIRST FLOOR PLAN  
LEFT HAND

4345 WESTCHESTER DRIVE N.E.





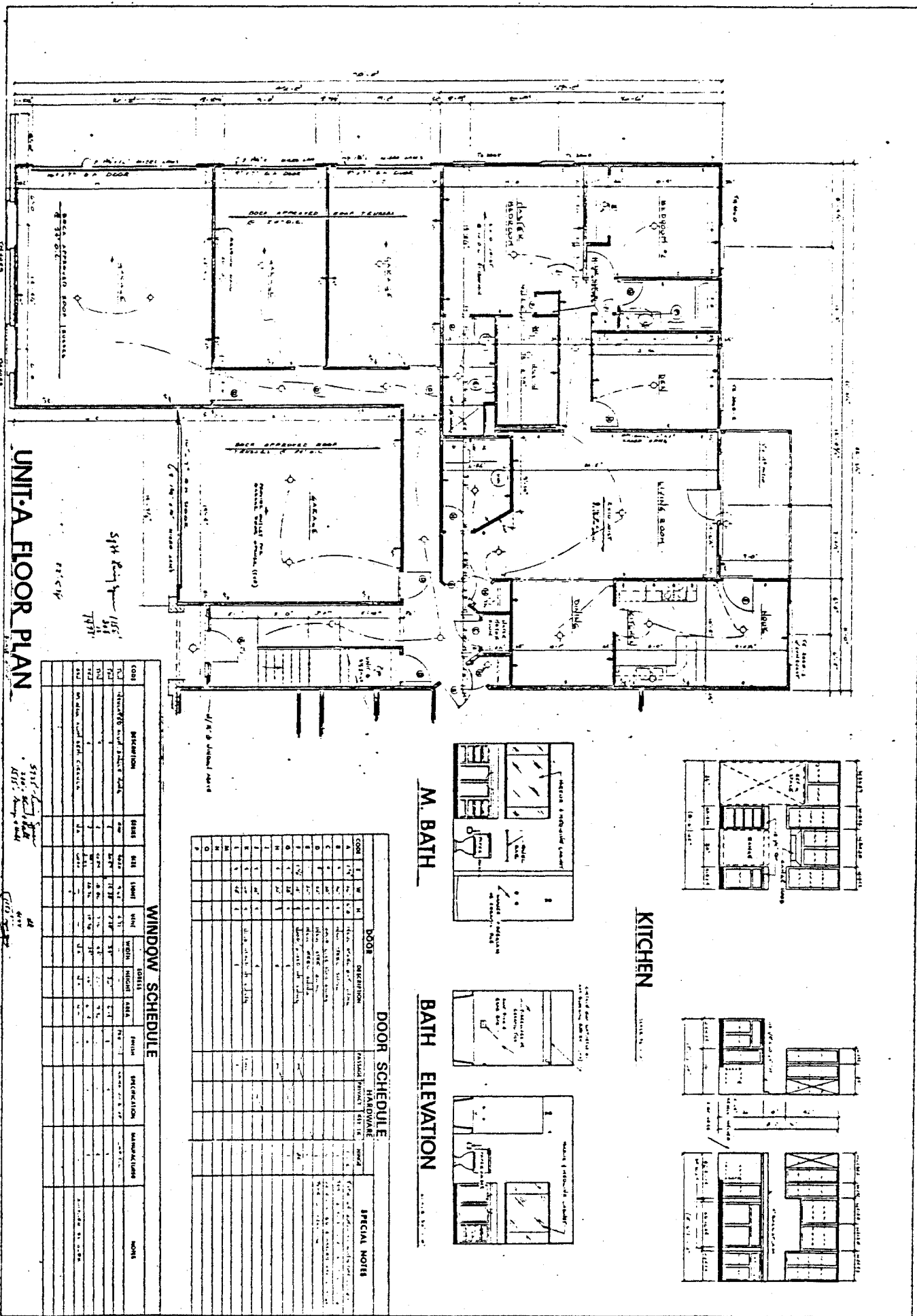
SECOND FLOOR PLAN  
LEFT HAND



FIRST FLOOR PLAN  
LEFT HAND

4305 WESTCHESTER DRIVE N.E.

RECORDER'S NOTE: THIS DOCUMENT NOT ENTIRELY  
 LEGIBLE AND MAY NOT REPRODUCE WELL



UNIT A FLOOR PLAN

CODE	DESCRIPTION	SIZES				FINISH	SCHEDULE	MANUFACTURER	NOTES
		WIDTH	HEIGHT	DEPTH	AREA				
W-1	Windows Living Room	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-2	Windows Kitchen	6'0"	4'0"	1'0"	24.00	1/2"	1/2"	None	
W-3	Windows Bath	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-4	Windows Bedroom 1	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-5	Windows Bedroom 2	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-6	Windows Hall	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-7	Windows Stairwell	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-8	Windows Entry	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-9	Windows Living Room	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-10	Windows Kitchen	6'0"	4'0"	1'0"	24.00	1/2"	1/2"	None	
W-11	Windows Bath	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-12	Windows Bedroom 1	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-13	Windows Bedroom 2	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-14	Windows Hall	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-15	Windows Stairwell	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-16	Windows Entry	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-17	Windows Living Room	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-18	Windows Kitchen	6'0"	4'0"	1'0"	24.00	1/2"	1/2"	None	
W-19	Windows Bath	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-20	Windows Bedroom 1	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-21	Windows Bedroom 2	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-22	Windows Hall	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-23	Windows Stairwell	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-24	Windows Entry	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-25	Windows Living Room	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-26	Windows Kitchen	6'0"	4'0"	1'0"	24.00	1/2"	1/2"	None	
W-27	Windows Bath	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-28	Windows Bedroom 1	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-29	Windows Bedroom 2	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-30	Windows Hall	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-31	Windows Stairwell	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-32	Windows Entry	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-33	Windows Living Room	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-34	Windows Kitchen	6'0"	4'0"	1'0"	24.00	1/2"	1/2"	None	
W-35	Windows Bath	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-36	Windows Bedroom 1	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-37	Windows Bedroom 2	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	
W-38	Windows Hall	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-39	Windows Stairwell	3'0"	6'0"	1'0"	18.00	1/2"	1/2"	None	
W-40	Windows Entry	4'0"	6'0"	1'0"	24.00	1/2"	1/2"	None	

WINDOW SCHEDULE

CODE	DESCRIPTION	MATERIAL	FINISH	HARDWARE		SPECIAL NOTES
				TYPE	SIZE	
D-1	Living Room Door	1 1/2"	6'	1"	1"	None
D-2	Kitchen Door	1 1/2"	6'	1"	1"	None
D-3	Bath Door	1 1/2"	6'	1"	1"	None
D-4	Bedroom 1 Door	1 1/2"	6'	1"	1"	None
D-5	Bedroom 2 Door	1 1/2"	6'	1"	1"	None
D-6	Hall Door	1 1/2"	6'	1"	1"	None
D-7	Stairwell Door	1 1/2"	6'	1"	1"	None
D-8	Entry Door	1 1/2"	6'	1"	1"	None
D-9	Living Room Door	1 1/2"	6'	1"	1"	None
D-10	Kitchen Door	1 1/2"	6'	1"	1"	None
D-11	Bath Door	1 1/2"	6'	1"	1"	None
D-12	Bedroom 1 Door	1 1/2"	6'	1"	1"	None
D-13	Bedroom 2 Door	1 1/2"	6'	1"	1"	None
D-14	Hall Door	1 1/2"	6'	1"	1"	None
D-15	Stairwell Door	1 1/2"	6'	1"	1"	None
D-16	Entry Door	1 1/2"	6'	1"	1"	None
D-17	Living Room Door	1 1/2"	6'	1"	1"	None
D-18	Kitchen Door	1 1/2"	6'	1"	1"	None
D-19	Bath Door	1 1/2"	6'	1"	1"	None
D-20	Bedroom 1 Door	1 1/2"	6'	1"	1"	None
D-21	Bedroom 2 Door	1 1/2"	6'	1"	1"	None
D-22	Hall Door	1 1/2"	6'	1"	1"	None
D-23	Stairwell Door	1 1/2"	6'	1"	1"	None
D-24	Entry Door	1 1/2"	6'	1"	1"	None

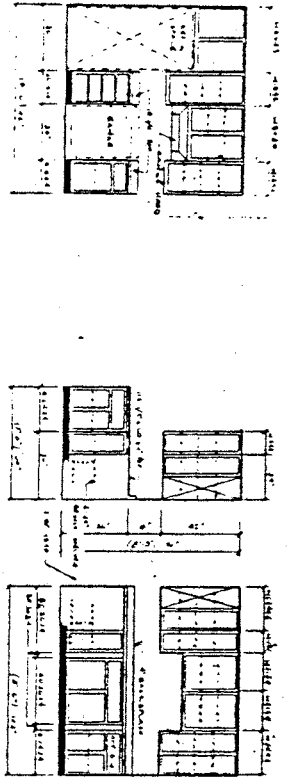
DOOR SCHEDULE

M. BATH

BATH ELEVATION

KITCHEN

FORBIDDER'S NOTE: THIS DOCUMENT NOT ENTIRELY  
 LEGIBLE AND MAY NOT REPRODUCE WELL



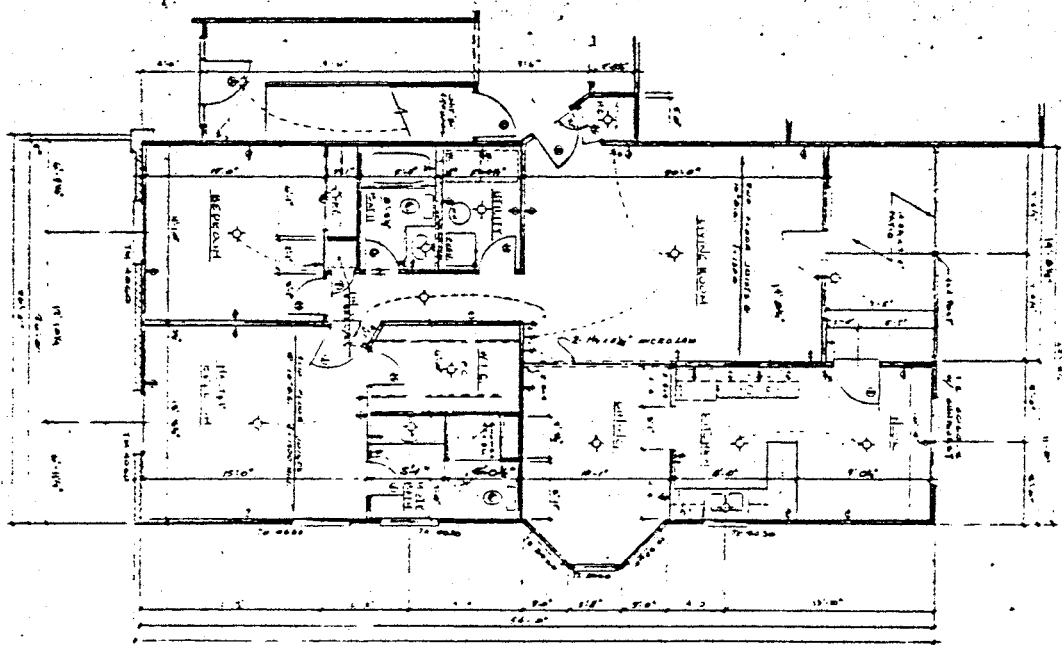
KITCHEN

BATH ELEVATION

M. BATH

DOOR		HARDWARE		SPECIAL NOTE	
NO.	DESCRIPTION	TYPE	NO.	DESCRIPTION	
1	...	...	...	...	...
2	...	...	...	...	...
3	...	...	...	...	...
4	...	...	...	...	...
5	...	...	...	...	...
6	...	...	...	...	...
7	...	...	...	...	...
8	...	...	...	...	...
9	...	...	...	...	...
10	...	...	...	...	...
11	...	...	...	...	...
12	...	...	...	...	...
13	...	...	...	...	...
14	...	...	...	...	...
15	...	...	...	...	...
16	...	...	...	...	...
17	...	...	...	...	...
18	...	...	...	...	...
19	...	...	...	...	...
20	...	...	...	...	...

NO.	DESCRIPTION	SIZES				SIZES				SPECIAL NOTE
		WIDE	HIGH	WIDE	HIGH	WIDE	HIGH	WIDE	HIGH	
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3	...	...	...	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...	...	...	...



UNIT B FLOOR PLAN

4 OF 15 SHEET

CONTRACT NO. 13-87013

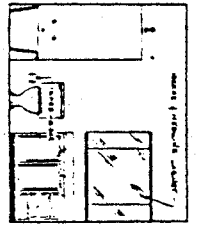
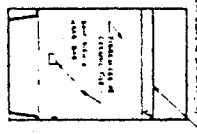
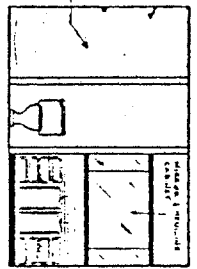
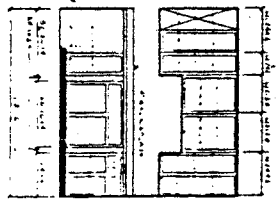
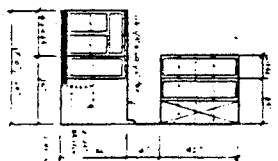
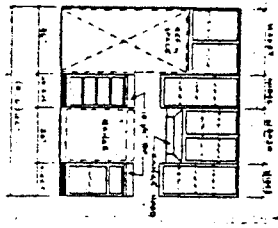
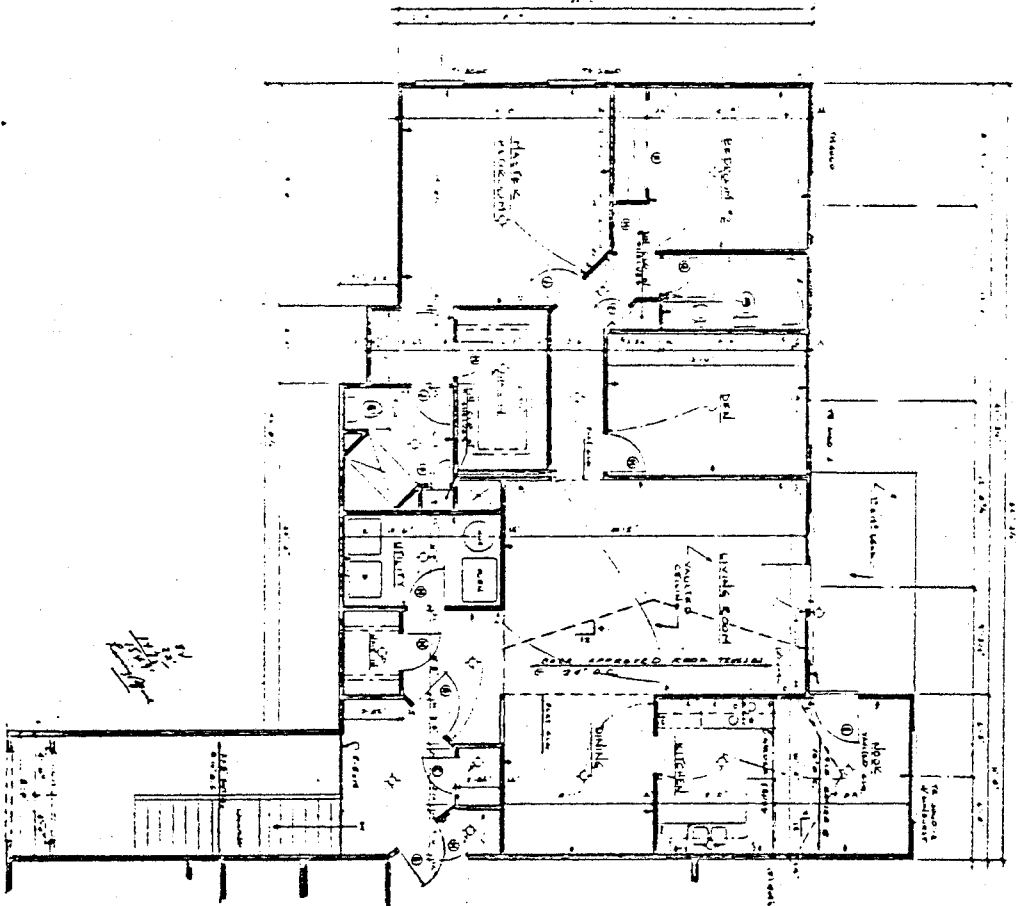
SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

WALSH AND ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 1225 N. BUCKLE BELL WAYS  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 284-427-4707



REPRODUCER'S NOTE: THIS DOCUMENT NOT ENTIRELY  
 LEGIBLE AND MAY NOT REPRODUCE WELL

UNIT - C FLOOR PLAN



KITCHEN

M. BATH

BATH ELEVATION

WINDOW SCHEDULE

CODE	DESCRIPTION	FRAME	SIZE	UNIT	QUANTITY	MANUFACTURER	NOTES
W-1	Double Hung Window	Wood	36" x 48"	EA	2	WINDO	
W-2	Double Hung Window	Wood	30" x 42"	EA	1	WINDO	
W-3	Double Hung Window	Wood	24" x 36"	EA	1	WINDO	
W-4	Double Hung Window	Wood	18" x 30"	EA	1	WINDO	
W-5	Double Hung Window	Wood	12" x 24"	EA	1	WINDO	
W-6	Double Hung Window	Wood	6" x 18"	EA	1	WINDO	
W-7	Double Hung Window	Wood	3" x 12"	EA	1	WINDO	
W-8	Double Hung Window	Wood	3" x 12"	EA	1	WINDO	
W-9	Double Hung Window	Wood	3" x 12"	EA	1	WINDO	
W-10	Double Hung Window	Wood	3" x 12"	EA	1	WINDO	

DOOR SCHEDULE

CODE	DESCRIPTION	FRAME	SIZE	UNIT	QUANTITY	MANUFACTURER	NOTES
D-1	Interior Door	Wood	36" x 80"	EA	1	DOOR	
D-2	Interior Door	Wood	30" x 80"	EA	1	DOOR	
D-3	Interior Door	Wood	24" x 80"	EA	1	DOOR	
D-4	Interior Door	Wood	18" x 80"	EA	1	DOOR	
D-5	Interior Door	Wood	12" x 80"	EA	1	DOOR	
D-6	Interior Door	Wood	6" x 80"	EA	1	DOOR	
D-7	Interior Door	Wood	3" x 80"	EA	1	DOOR	
D-8	Interior Door	Wood	3" x 80"	EA	1	DOOR	
D-9	Interior Door	Wood	3" x 80"	EA	1	DOOR	
D-10	Interior Door	Wood	3" x 80"	EA	1	DOOR	

SPECIAL NOTES

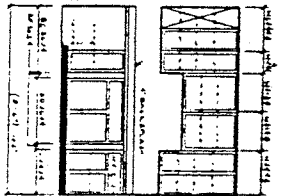
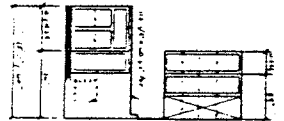
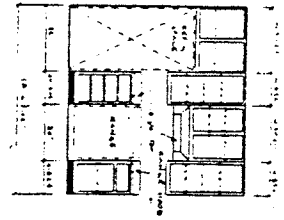
1. All windows and doors to be installed in accordance with manufacturer's instructions.

2. All windows and doors to be finished with paint to match the surrounding walls.

3. All windows and doors to be installed in the locations shown on the floor plan.

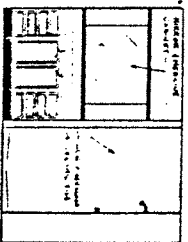
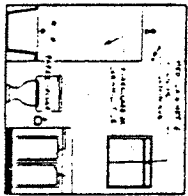


REPRODUCER'S NOTE: THIS DOCUMENT NOT BE LOANED AND MAY NOT REPRODUCE WELL



KITCHEN

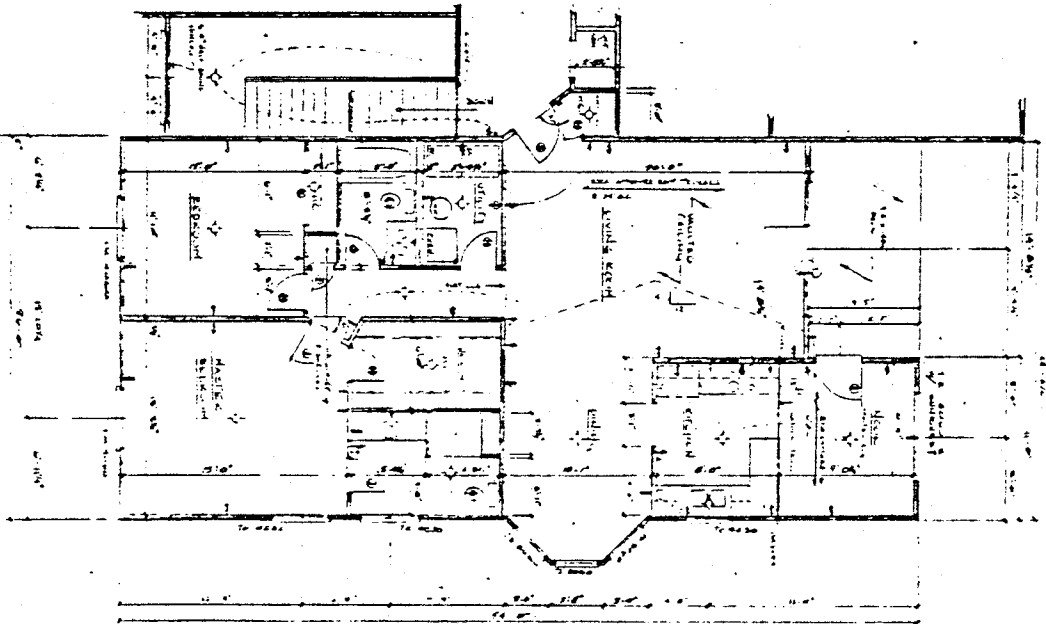
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2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...
25	...	...	...	...	...	...	...
26	...	...	...	...	...	...	...
27	...	...	...	...	...	...	...
28	...	...	...	...	...	...	...
29	...	...	...	...	...	...	...
30	...	...	...	...	...	...	...
31	...	...	...	...	...	...	...
32	...	...	...	...	...	...	...
33	...	...	...	...	...	...	...
34	...	...	...	...	...	...	...
35	...	...	...	...	...	...	...
36	...	...	...	...	...	...	...
37	...	...	...	...	...	...	...
38	...	...	...	...	...	...	...
39	...	...	...	...	...	...	...
40	...	...	...	...	...	...	...
41	...	...	...	...	...	...	...
42	...	...	...	...	...	...	...
43	...	...	...	...	...	...	...
44	...	...	...	...	...	...	...
45	...	...	...	...	...	...	...
46	...	...	...	...	...	...	...
47	...	...	...	...	...	...	...
48	...	...	...	...	...	...	...
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BATH ELEVATION

M. BATH

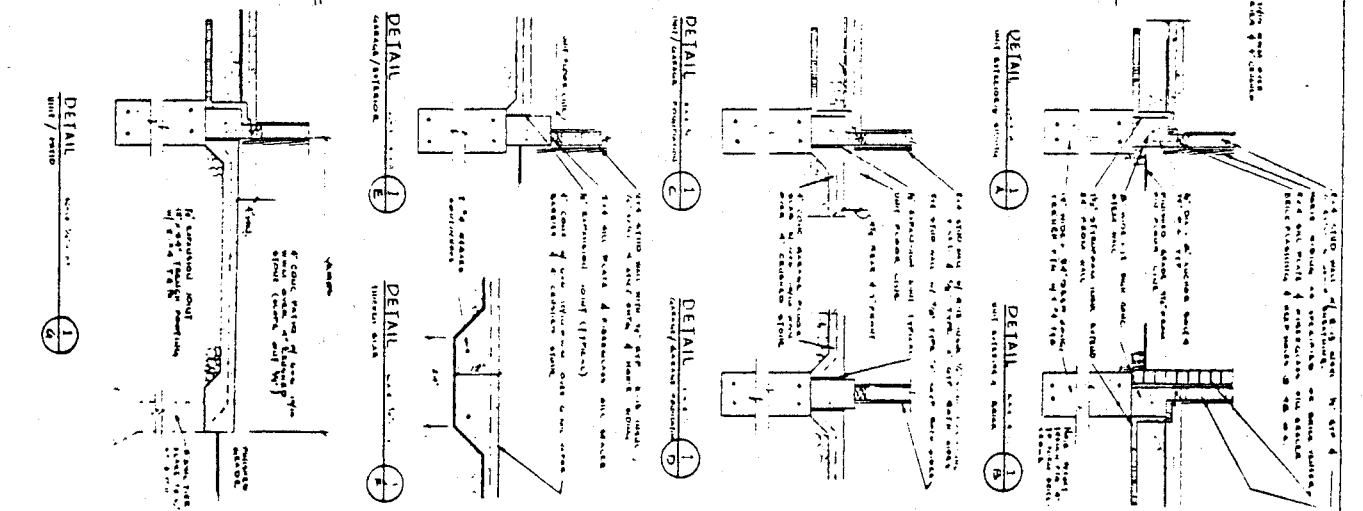
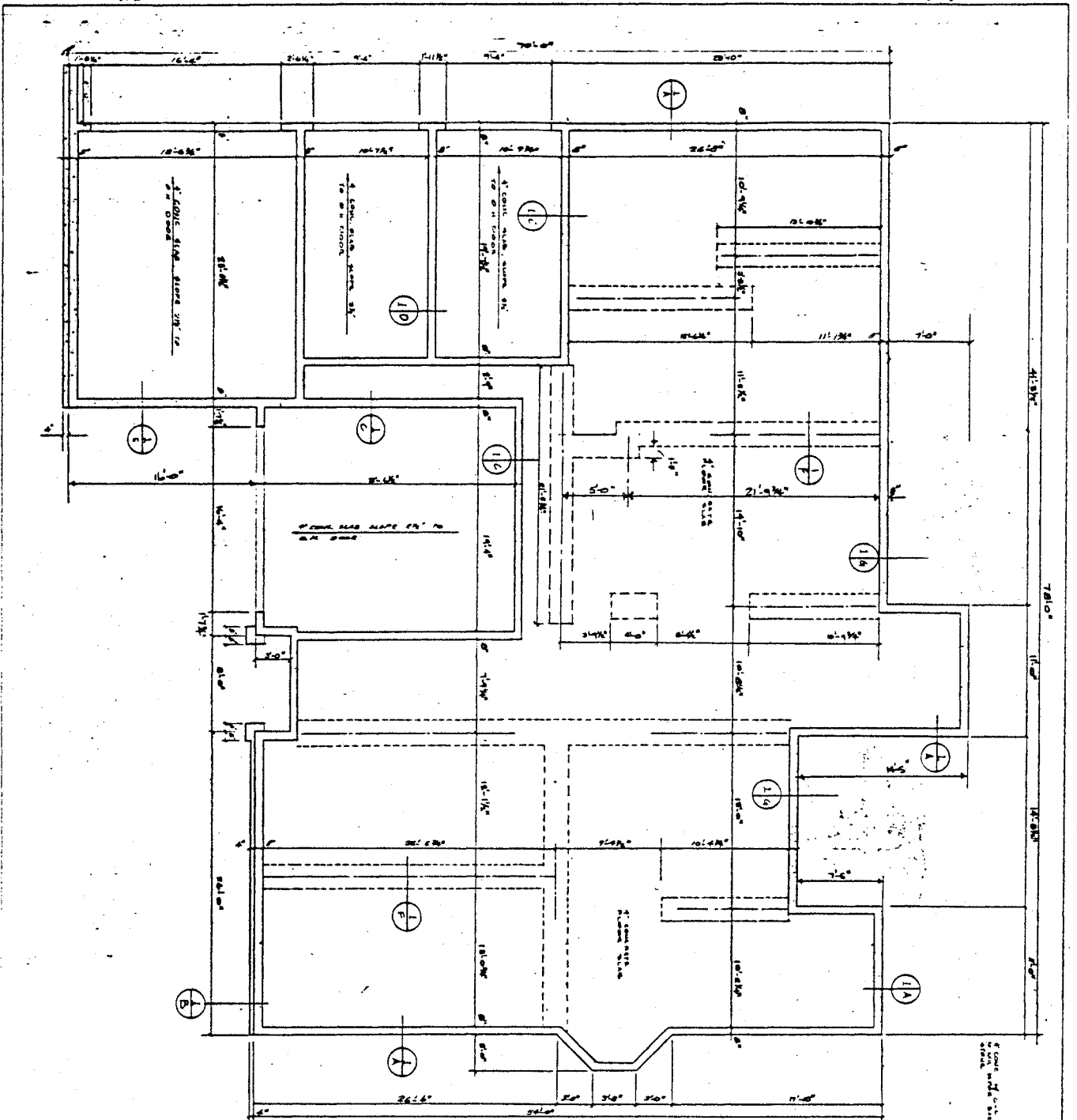
WINDOW		SCHEDULE		HARDWARE		SPECIAL NOTES	
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2	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...
21	...	...	...	...	...	...	...
22	...	...	...	...	...	...	...
23	...	...	...	...	...	...	...
24	...	...	...	...	...	...	...
25	...	...	...	...	...	...	...
26	...	...	...	...	...	...	...
27	...	...	...	...	...	...	...
28	...	...	...	...	...	...	...
29	...	...	...	...	...	...	...
30	...	...	...	...	...	...	...
31	...	...	...	...	...	...	...
32	...	...	...	...	...	...	...
33	...	...	...	...	...	...	...
34	...	...	...	...	...	...	...
35	...	...	...	...	...	...	...
36	...	...	...	...	...	...	...
37	...	...	...	...	...	...	...
38	...	...	...	...	...	...	...
39	...	...	...	...	...	...	...
40	...	...	...	...	...	...	...
41	...	...	...	...	...	...	...
42	...	...	...	...	...	...	...
43	...	...	...	...	...	...	...
44	...	...	...	...	...	...	...
45	...	...	...	...	...	...	...
46	...	...	...	...	...	...	...
47	...	...	...	...	...	...	...
48	...	...	...	...	...	...	...
49	...	...	...	...	...	...	...
50	...	...	...	...	...	...	...



UNIT-D FLOOR PLAN



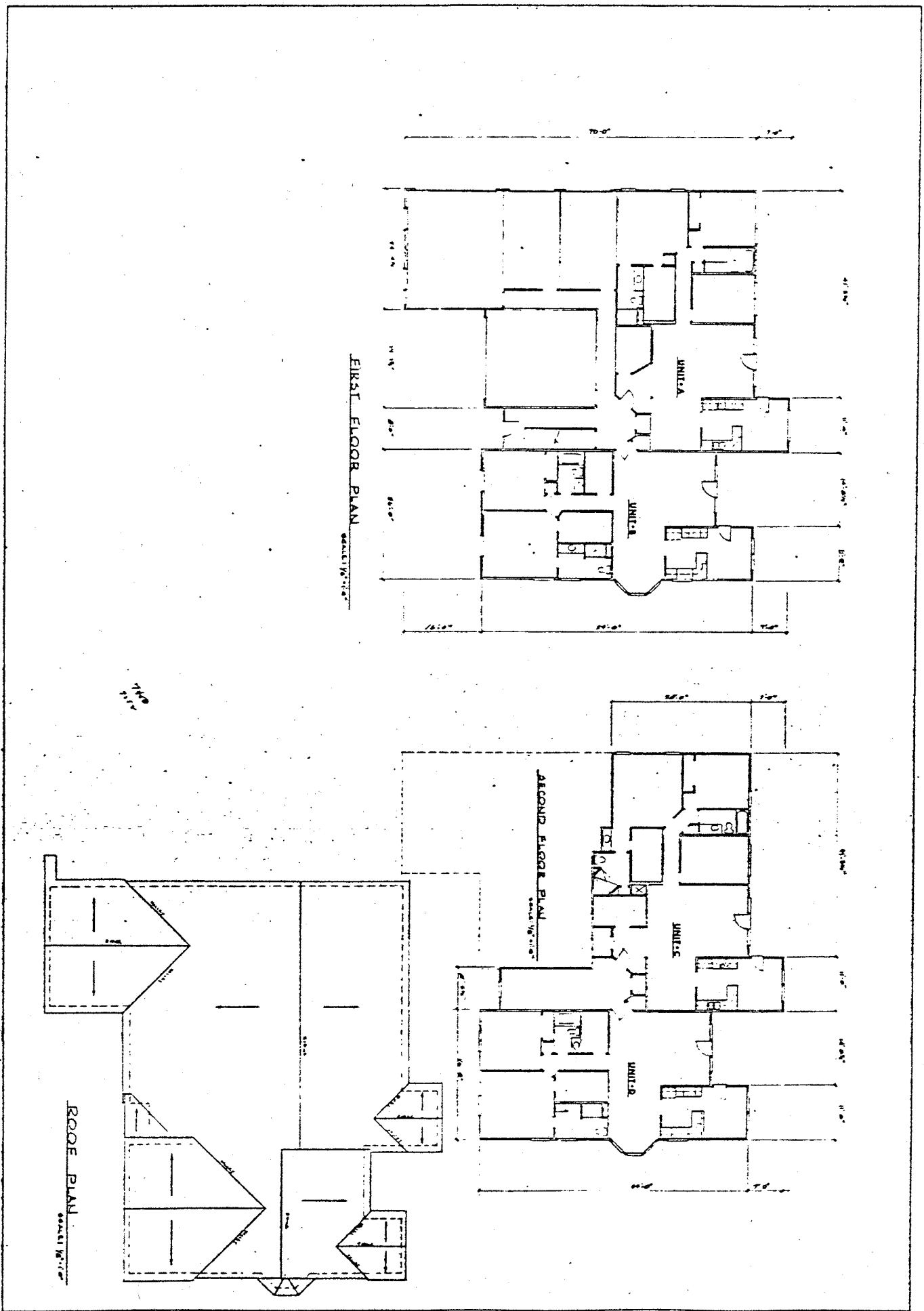
ENGINEER'S NOTE: THIS DOCUMENT NOT ENTIRELY LEGIBLE AND MAY NOT REPRODUCE WELL



<p>1 OF 15</p> <p>SHEET</p> <p>↑</p>	<p><b>SKOGMAN CONSTRUCTION COMPANY</b>                  410 FIRST AVENUE                  CEDAR RAPIDS, IOWA 52401</p>	<p>SKOGMAN &amp; ASSOCIATES                  ARCHITECTS &amp; ENGINEERS                  1824 BACH BOLLIVARD                  ST. LOUIS, MISSOURI 63102                  TELEPHONE 314-427-0707</p>	
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PLEASE NOTE THIS DOCUMENT NOT ENTIRELY  
 LEGIBLE AND MAY NOT REPRODUCE WELL



SHEET  
 2  
 2 OF 15

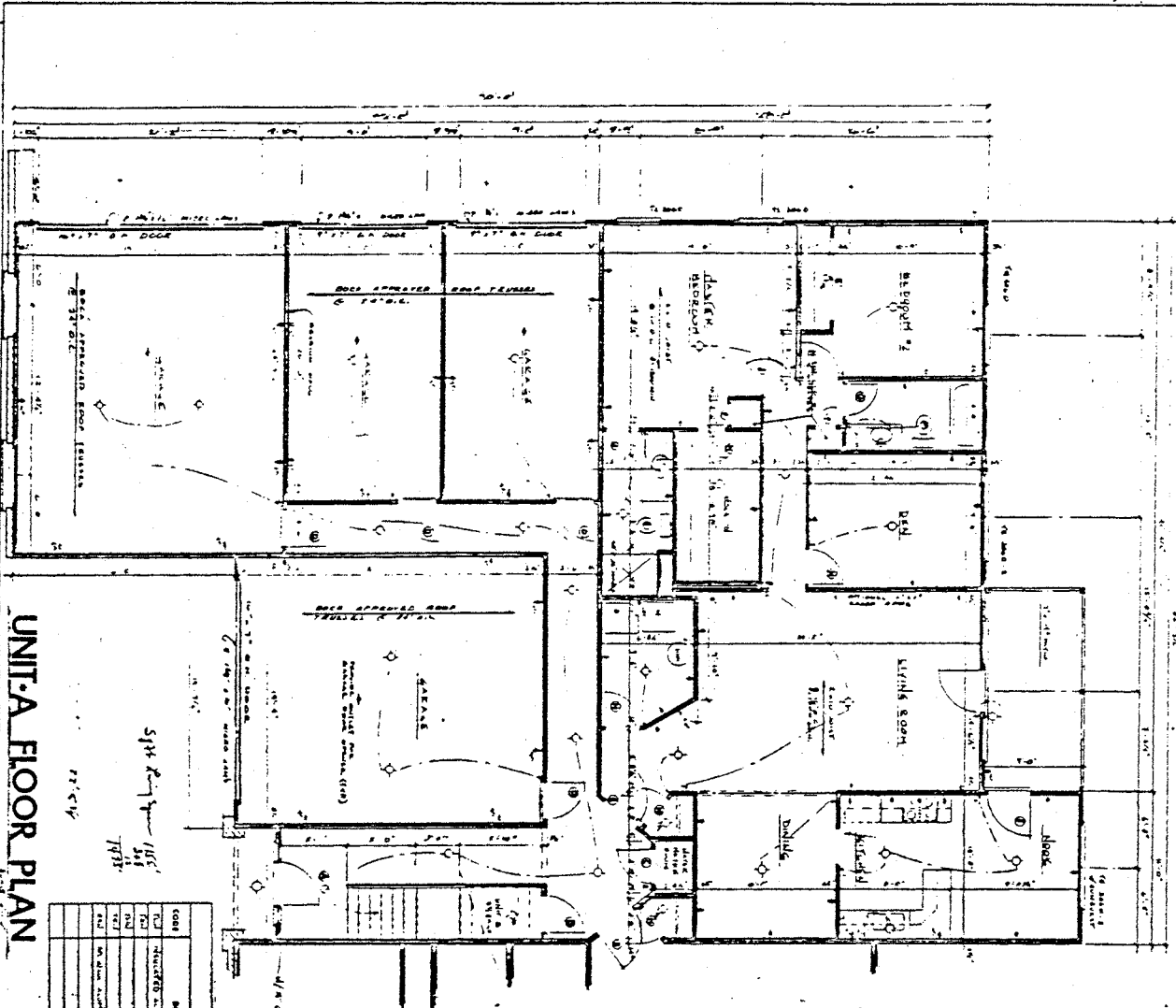
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DATE OF CONTRACT	1932
DATE OF PLAN	1932
DATE OF REVISION	
DATE OF APPROVAL	
DATE OF RECORDING	

SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

WILLIAM H. SKOGMAN  
 ARCHITECT & ENGINEER  
 1024 BACH BULLEVADE  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 784-427-4787



REPRODUCER'S NOTE: THIS DOCUMENT NOT ENTIRELY  
 LEGIBLE AND MAY NOT REPRODUCE WELL



UNIT-A FLOOR PLAN

WINDOW SCHEDULE

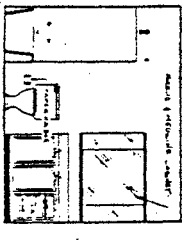
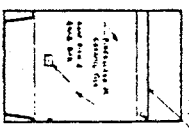
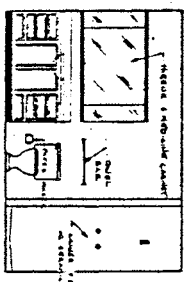
NO.	DESCRIPTION	SIZE	HT.	WT.	UNIT	FRONT	REAR	SIDE	TOP	FINISH	INSTALLATION	MANUFACTURER	NOTE
1	REAR PORCH WINDOW	36	48	36	1	1							
2	BATH WINDOW	36	48	36	1	1							
3	KITCHEN WINDOW	36	48	36	1	1							
4	LIVING ROOM WINDOW	48	72	48	1	1							
5	BED ROOM WINDOW	36	48	36	1	1							
6	BED ROOM WINDOW	36	48	36	1	1							
7	BED ROOM WINDOW	36	48	36	1	1							
8	BED ROOM WINDOW	36	48	36	1	1							
9	BED ROOM WINDOW	36	48	36	1	1							
10	BED ROOM WINDOW	36	48	36	1	1							
11	BED ROOM WINDOW	36	48	36	1	1							
12	BED ROOM WINDOW	36	48	36	1	1							
13	BED ROOM WINDOW	36	48	36	1	1							
14	BED ROOM WINDOW	36	48	36	1	1							
15	BED ROOM WINDOW	36	48	36	1	1							

DOOR SCHEDULE

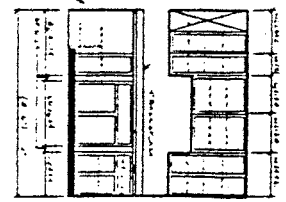
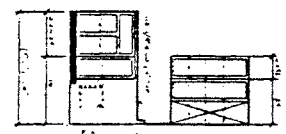
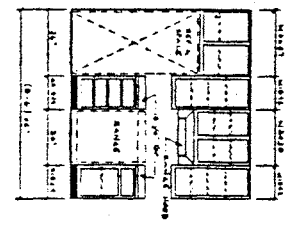
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2	BATH DOOR	1			
3	KITCHEN DOOR	1			
4	LIVING ROOM DOOR	1			
5	BED ROOM DOOR	1			
6	BED ROOM DOOR	1			
7	BED ROOM DOOR	1			
8	BED ROOM DOOR	1			
9	BED ROOM DOOR	1			
10	BED ROOM DOOR	1			
11	BED ROOM DOOR	1			
12	BED ROOM DOOR	1			
13	BED ROOM DOOR	1			
14	BED ROOM DOOR	1			
15	BED ROOM DOOR	1			

M. BATH

BATH ELEVATION



KITCHEN



SHEET 5 OF 15

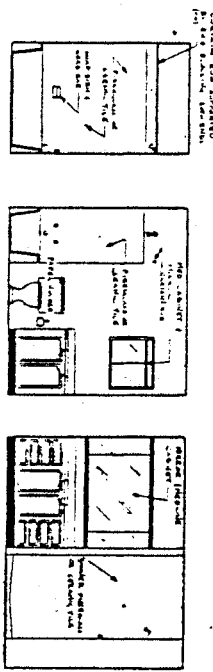
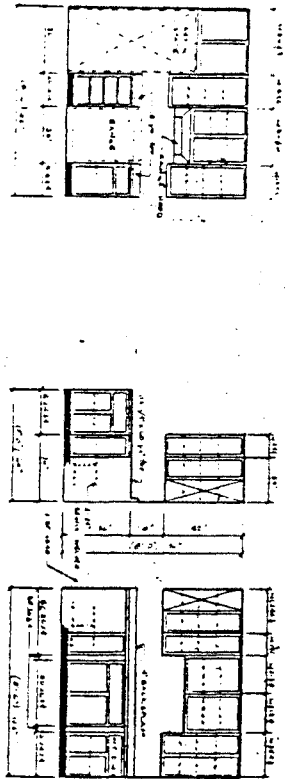
CONTRACT NO. 1587/10/10  
 10/10/10  
 10/10/10  
 10/10/10

SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

W. H. & A. SKOGMAN  
 ARCHITECTS & ENGINEERS  
 1024 N. WYOMING AVENUE  
 ST. LOUIS, MISSOURI 63104  
 TELEPHONE 244-427-0787

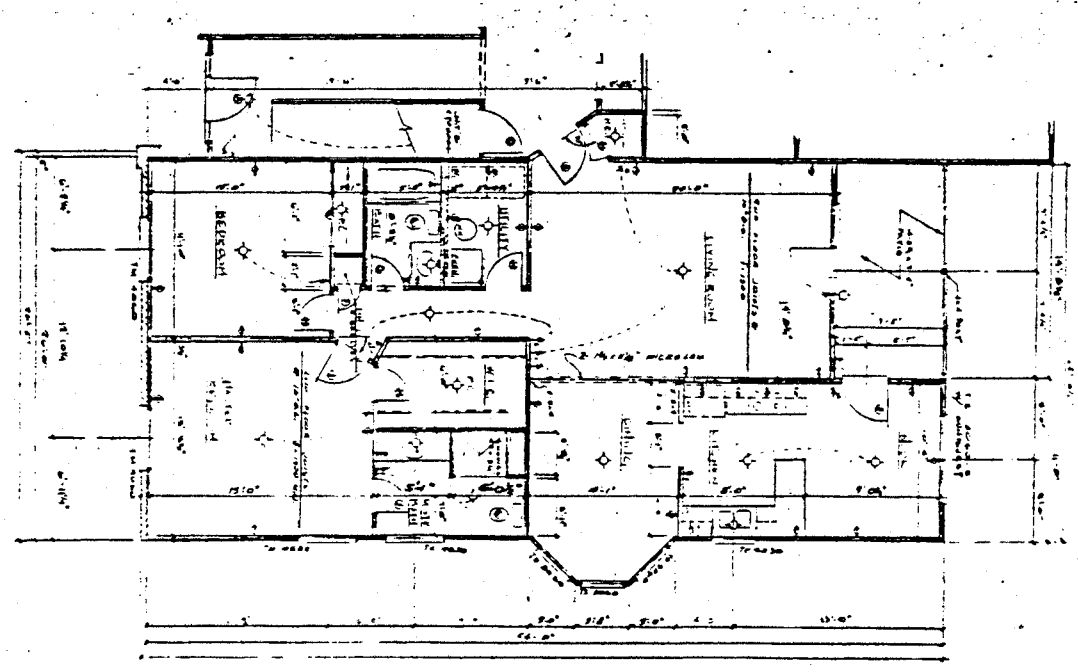


RECORDER'S NOTE: THIS DOCUMENT NOT ENTIRELY  
 RELIABLE AND MAY NOT REPRODUCE WELL



DOOR		DOOR SCHEDULE		HARDWARE		SPECIAL NOTES	
NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION	NO.	DESCRIPTION
1	...	1	...	1	...	1	...
2	...	2	...	2	...	2	...
3	...	3	...	3	...	3	...
4	...	4	...	4	...	4	...
5	...	5	...	5	...	5	...
6	...	6	...	6	...	6	...
7	...	7	...	7	...	7	...
8	...	8	...	8	...	8	...
9	...	9	...	9	...	9	...
10	...	10	...	10	...	10	...
11	...	11	...	11	...	11	...
12	...	12	...	12	...	12	...
13	...	13	...	13	...	13	...
14	...	14	...	14	...	14	...
15	...	15	...	15	...	15	...
16	...	16	...	16	...	16	...
17	...	17	...	17	...	17	...
18	...	18	...	18	...	18	...
19	...	19	...	19	...	19	...
20	...	20	...	20	...	20	...

WINDOW SCHEDULE												
NO.	DESCRIPTION	FINISH	SIZE	HEIGHT	WIDTH	SILLS			FINISH	DESCRIPTION	MANUFACTURER	NOTES
						TOP	MIDDLE	DATA				
1	...	...	...	...	...	...	...	...	...	...	...	...
2	...	...	...	...	...	...	...	...	...	...	...	...
3	...	...	...	...	...	...	...	...	...	...	...	...
4	...	...	...	...	...	...	...	...	...	...	...	...
5	...	...	...	...	...	...	...	...	...	...	...	...
6	...	...	...	...	...	...	...	...	...	...	...	...
7	...	...	...	...	...	...	...	...	...	...	...	...
8	...	...	...	...	...	...	...	...	...	...	...	...
9	...	...	...	...	...	...	...	...	...	...	...	...
10	...	...	...	...	...	...	...	...	...	...	...	...
11	...	...	...	...	...	...	...	...	...	...	...	...
12	...	...	...	...	...	...	...	...	...	...	...	...
13	...	...	...	...	...	...	...	...	...	...	...	...
14	...	...	...	...	...	...	...	...	...	...	...	...
15	...	...	...	...	...	...	...	...	...	...	...	...
16	...	...	...	...	...	...	...	...	...	...	...	...
17	...	...	...	...	...	...	...	...	...	...	...	...
18	...	...	...	...	...	...	...	...	...	...	...	...
19	...	...	...	...	...	...	...	...	...	...	...	...
20	...	...	...	...	...	...	...	...	...	...	...	...



UNIT-B FLOOR PLAN

Key from 18th

4 OF 15 SHEET

CONTRACT NO. 1578  
 1578  
 1578

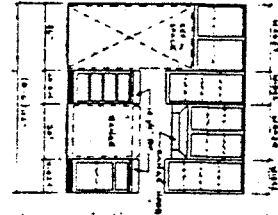
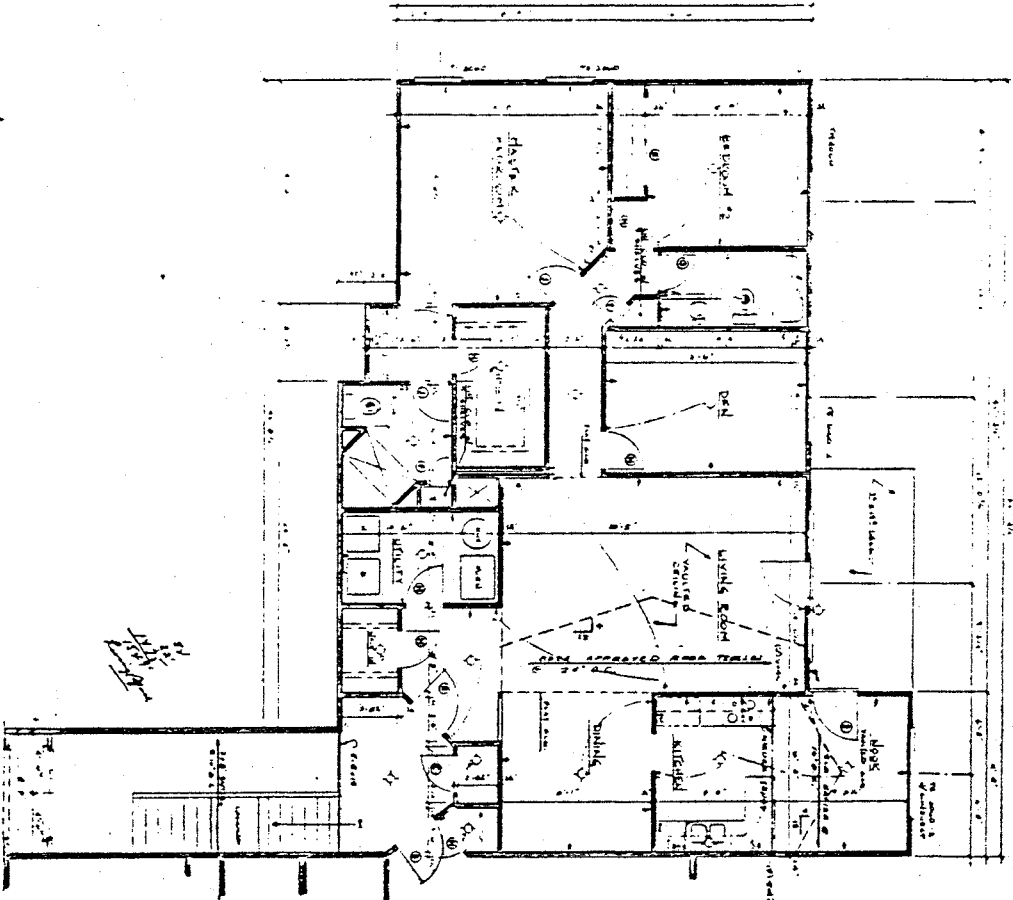
SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

WE BUILD & ASSURE  
 ARCHITECTS & ENGINEERS  
 1001 BAYVIEW TERRACE  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 241-427-8787

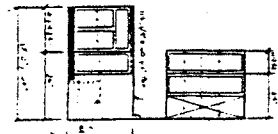


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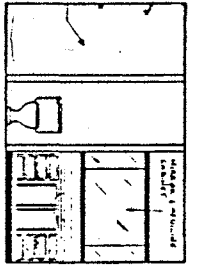
UNIT - C FLOOR PLAN



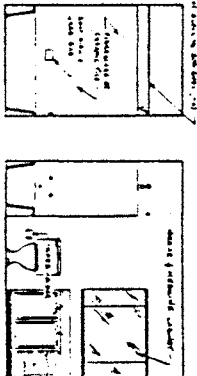
KITCHEN



W. BATH



BATH ELEVATION



WINDOW SCHEDULE											
NO.	DESCRIPTION	DEPTH	SIZE	UNIT	TYPE	HEIGHT	WIDTH	DEPTH	TYPE	DESCRIPTION	MANUFACTURER
1	LIVING ROOM WINDOW	12"	36" x 48"	6	DOUBLE	48"	36"	6"	DOUBLE	6-pane	WINDO-MAX
2	DINING ROOM WINDOW	12"	36" x 48"	6	DOUBLE	48"	36"	6"	DOUBLE	6-pane	WINDO-MAX
3	KITCHEN WINDOW	12"	36" x 48"	6	DOUBLE	48"	36"	6"	DOUBLE	6-pane	WINDO-MAX
4	BATH WINDOW	12"	36" x 48"	6	DOUBLE	48"	36"	6"	DOUBLE	6-pane	WINDO-MAX
5	W. BATH WINDOW	12"	36" x 48"	6	DOUBLE	48"	36"	6"	DOUBLE	6-pane	WINDO-MAX

DOOR SCHEDULE											
NO.	DESCRIPTION	DEPTH	TYPE	HEIGHT	WIDTH	DEPTH	TYPE	DESCRIPTION	MANUFACTURER	NOTES	
1	LIVING ROOM DOOR	12"	6	68"	36"	6"	6	6-pane	WINDO-MAX		
2	DINING ROOM DOOR	12"	6	68"	36"	6"	6	6-pane	WINDO-MAX		
3	KITCHEN DOOR	12"	6	68"	36"	6"	6	6-pane	WINDO-MAX		
4	BATH DOOR	12"	6	68"	36"	6"	6	6-pane	WINDO-MAX		
5	W. BATH DOOR	12"	6	68"	36"	6"	6	6-pane	WINDO-MAX		

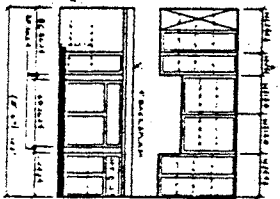
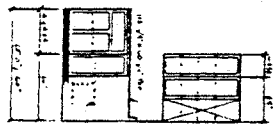
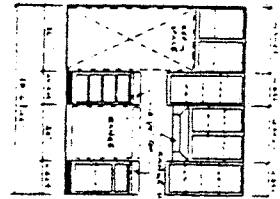
SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

SKOGMAN CONSTRUCTION COMPANY  
 1024 1/2 1ST AVE. S.E.  
 CEDAR RAPIDS, IOWA 52401  
 TELEPHONE 24-427-0107



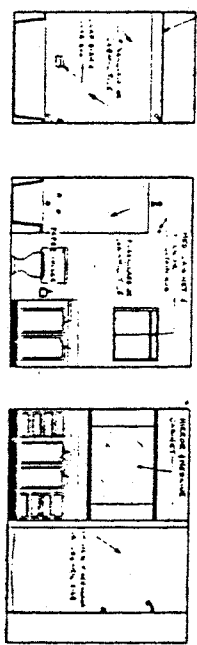
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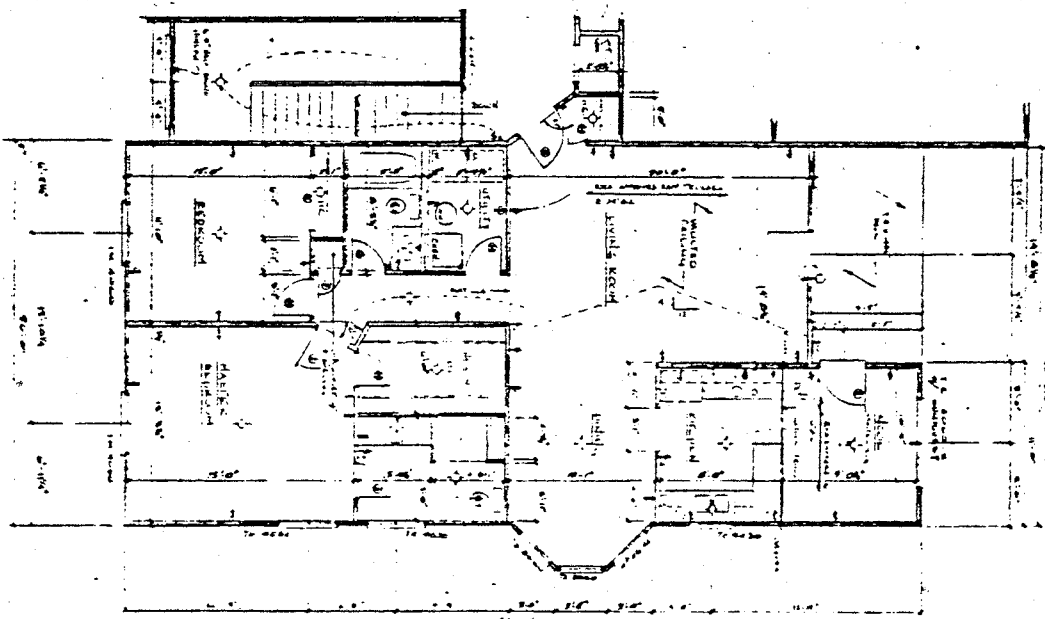
KITCHEN

DOOR SCHEDULE		WINDOW SCHEDULE	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	6'0" x 8'0" Solid Core Door	1	36" x 48" Double Hung Window
2	6'0" x 8'0" Solid Core Door	2	36" x 48" Double Hung Window
3	6'0" x 8'0" Solid Core Door	3	36" x 48" Double Hung Window
4	6'0" x 8'0" Solid Core Door	4	36" x 48" Double Hung Window
5	6'0" x 8'0" Solid Core Door	5	36" x 48" Double Hung Window
6	6'0" x 8'0" Solid Core Door	6	36" x 48" Double Hung Window
7	6'0" x 8'0" Solid Core Door	7	36" x 48" Double Hung Window
8	6'0" x 8'0" Solid Core Door	8	36" x 48" Double Hung Window
9	6'0" x 8'0" Solid Core Door	9	36" x 48" Double Hung Window
10	6'0" x 8'0" Solid Core Door	10	36" x 48" Double Hung Window
11	6'0" x 8'0" Solid Core Door	11	36" x 48" Double Hung Window
12	6'0" x 8'0" Solid Core Door	12	36" x 48" Double Hung Window
13	6'0" x 8'0" Solid Core Door	13	36" x 48" Double Hung Window
14	6'0" x 8'0" Solid Core Door	14	36" x 48" Double Hung Window
15	6'0" x 8'0" Solid Core Door	15	36" x 48" Double Hung Window
16	6'0" x 8'0" Solid Core Door	16	36" x 48" Double Hung Window
17	6'0" x 8'0" Solid Core Door	17	36" x 48" Double Hung Window
18	6'0" x 8'0" Solid Core Door	18	36" x 48" Double Hung Window
19	6'0" x 8'0" Solid Core Door	19	36" x 48" Double Hung Window
20	6'0" x 8'0" Solid Core Door	20	36" x 48" Double Hung Window



BATH ELEVATION M. BATH

DOOR SCHEDULE		WINDOW SCHEDULE	
NO.	DESCRIPTION	NO.	DESCRIPTION
1	6'0" x 8'0" Solid Core Door	1	36" x 48" Double Hung Window
2	6'0" x 8'0" Solid Core Door	2	36" x 48" Double Hung Window
3	6'0" x 8'0" Solid Core Door	3	36" x 48" Double Hung Window
4	6'0" x 8'0" Solid Core Door	4	36" x 48" Double Hung Window
5	6'0" x 8'0" Solid Core Door	5	36" x 48" Double Hung Window
6	6'0" x 8'0" Solid Core Door	6	36" x 48" Double Hung Window
7	6'0" x 8'0" Solid Core Door	7	36" x 48" Double Hung Window
8	6'0" x 8'0" Solid Core Door	8	36" x 48" Double Hung Window
9	6'0" x 8'0" Solid Core Door	9	36" x 48" Double Hung Window
10	6'0" x 8'0" Solid Core Door	10	36" x 48" Double Hung Window
11	6'0" x 8'0" Solid Core Door	11	36" x 48" Double Hung Window
12	6'0" x 8'0" Solid Core Door	12	36" x 48" Double Hung Window
13	6'0" x 8'0" Solid Core Door	13	36" x 48" Double Hung Window
14	6'0" x 8'0" Solid Core Door	14	36" x 48" Double Hung Window
15	6'0" x 8'0" Solid Core Door	15	36" x 48" Double Hung Window
16	6'0" x 8'0" Solid Core Door	16	36" x 48" Double Hung Window
17	6'0" x 8'0" Solid Core Door	17	36" x 48" Double Hung Window
18	6'0" x 8'0" Solid Core Door	18	36" x 48" Double Hung Window
19	6'0" x 8'0" Solid Core Door	19	36" x 48" Double Hung Window
20	6'0" x 8'0" Solid Core Door	20	36" x 48" Double Hung Window



UNIT-D FLOOR PLAN

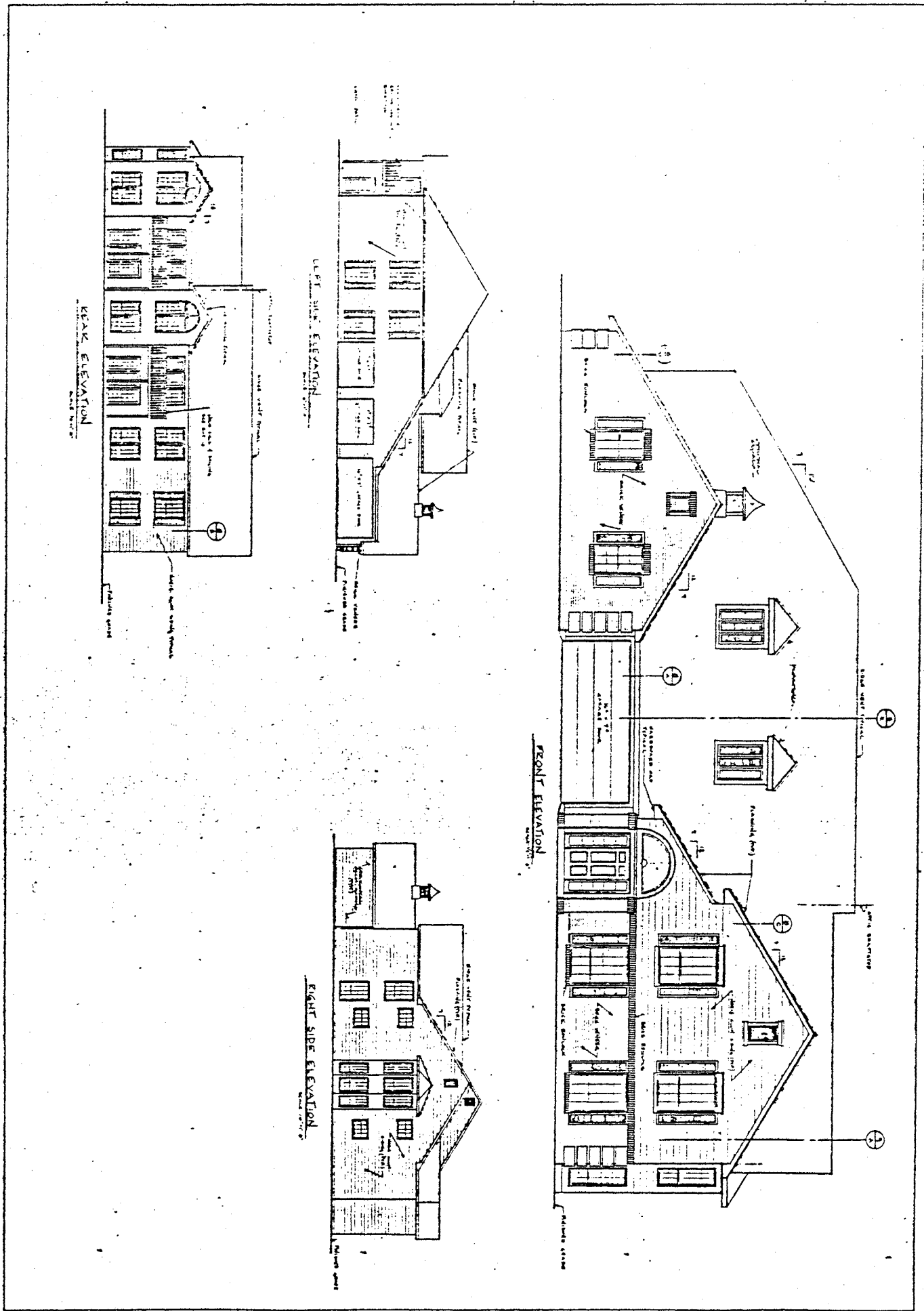
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CONTRACT NO. 13-071015  
 13-071015  
 13-071015

SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

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 13-071015  
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10' 1"

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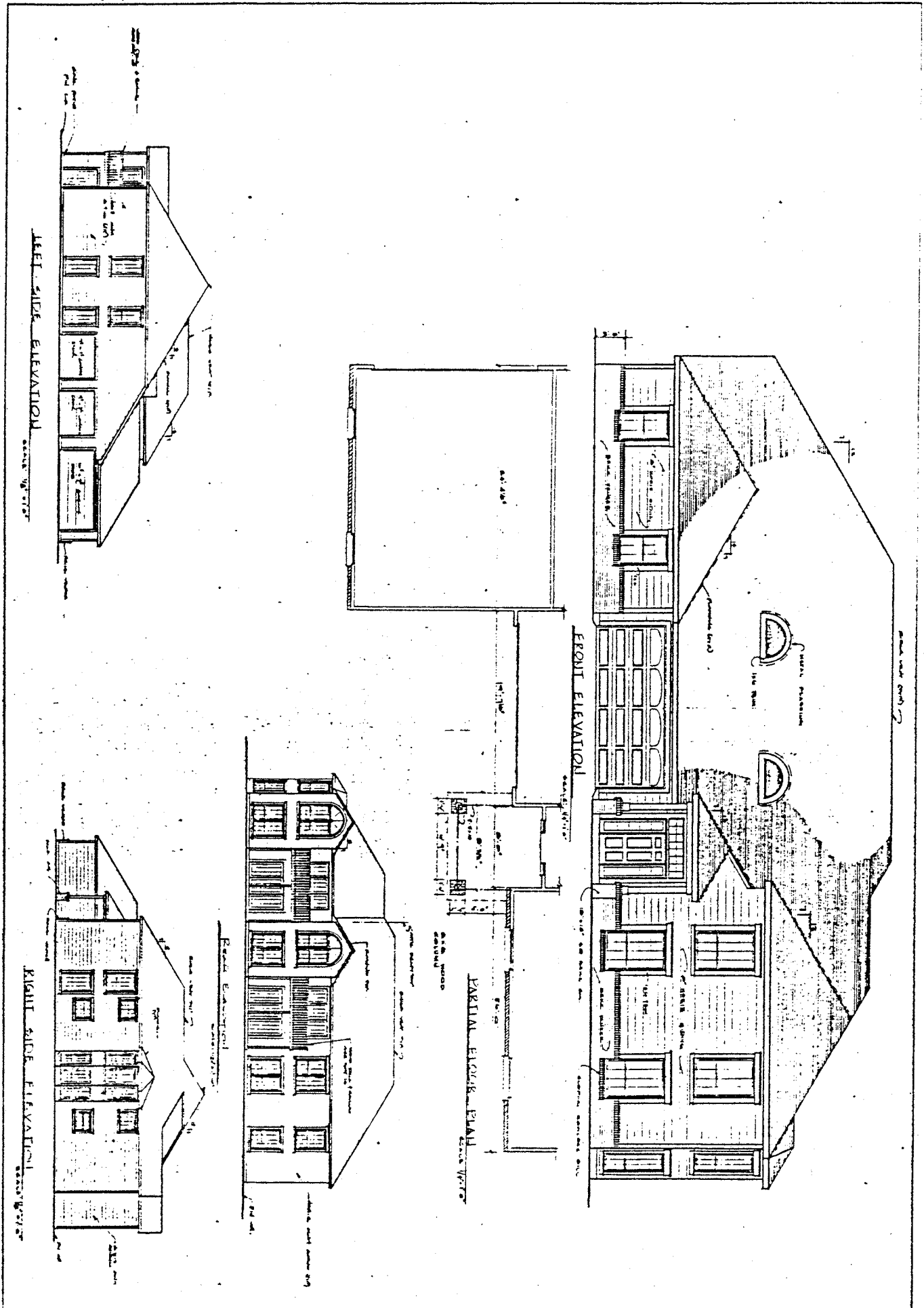
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REVISION	11-11-11-11-11
BY	11-11-11-11-11
CHECKED	11-11-11-11-11

**SKOGMAN CONSTRUCTION COMPANY**  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

**SALL, MEY & ASSOCIATES**  
 ARCHITECTS & ENGINEERS  
 1828A BACH BOULEVARD  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 384-427-4787



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 9 OF 15

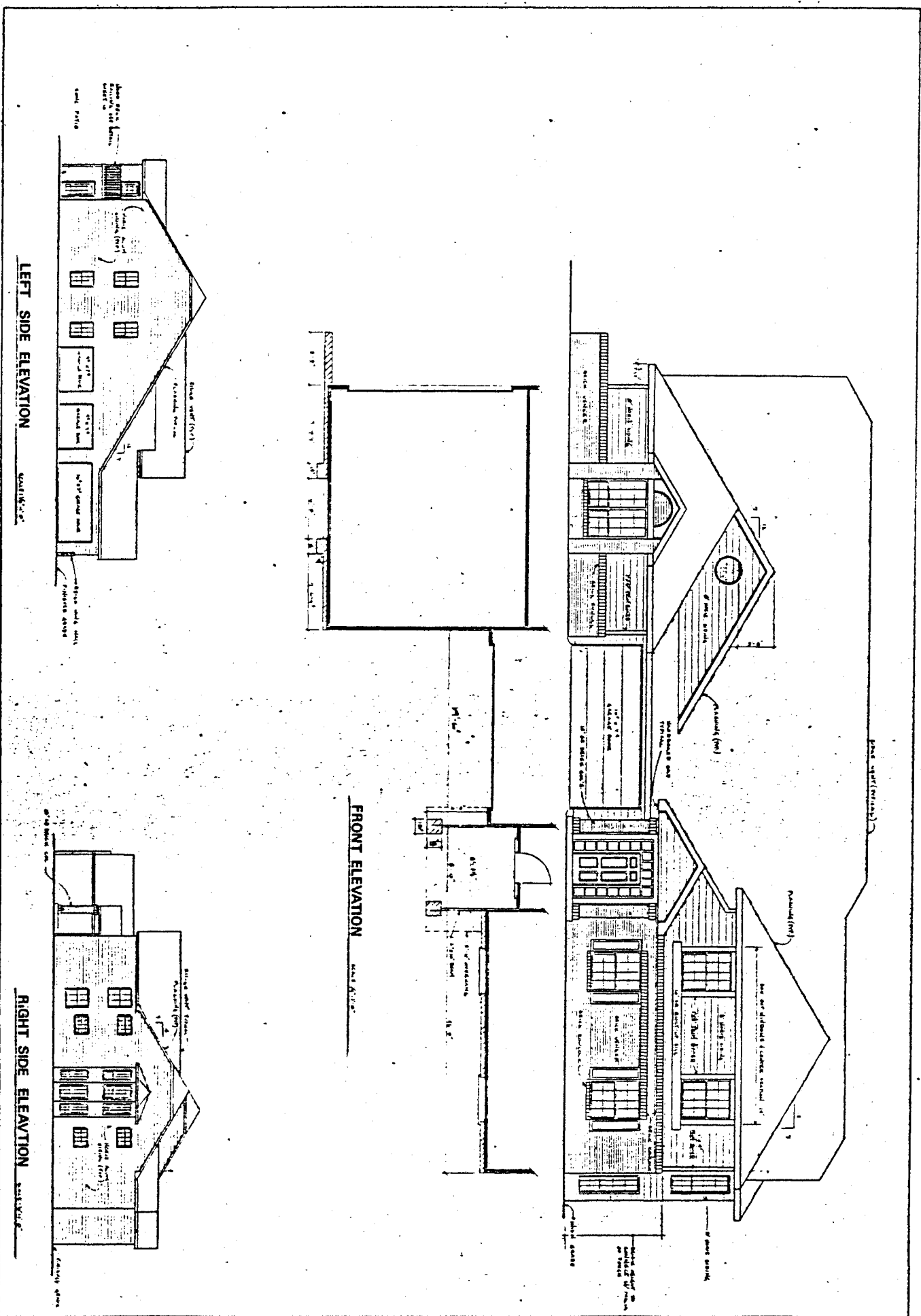
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 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

WALSH & ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 1024 BACH BULLYARD  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 244/27-0797



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 1 OF 1

CONTRACT NO.  
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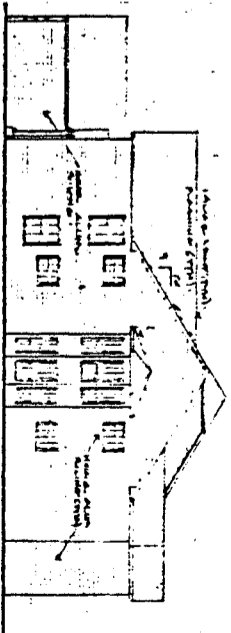
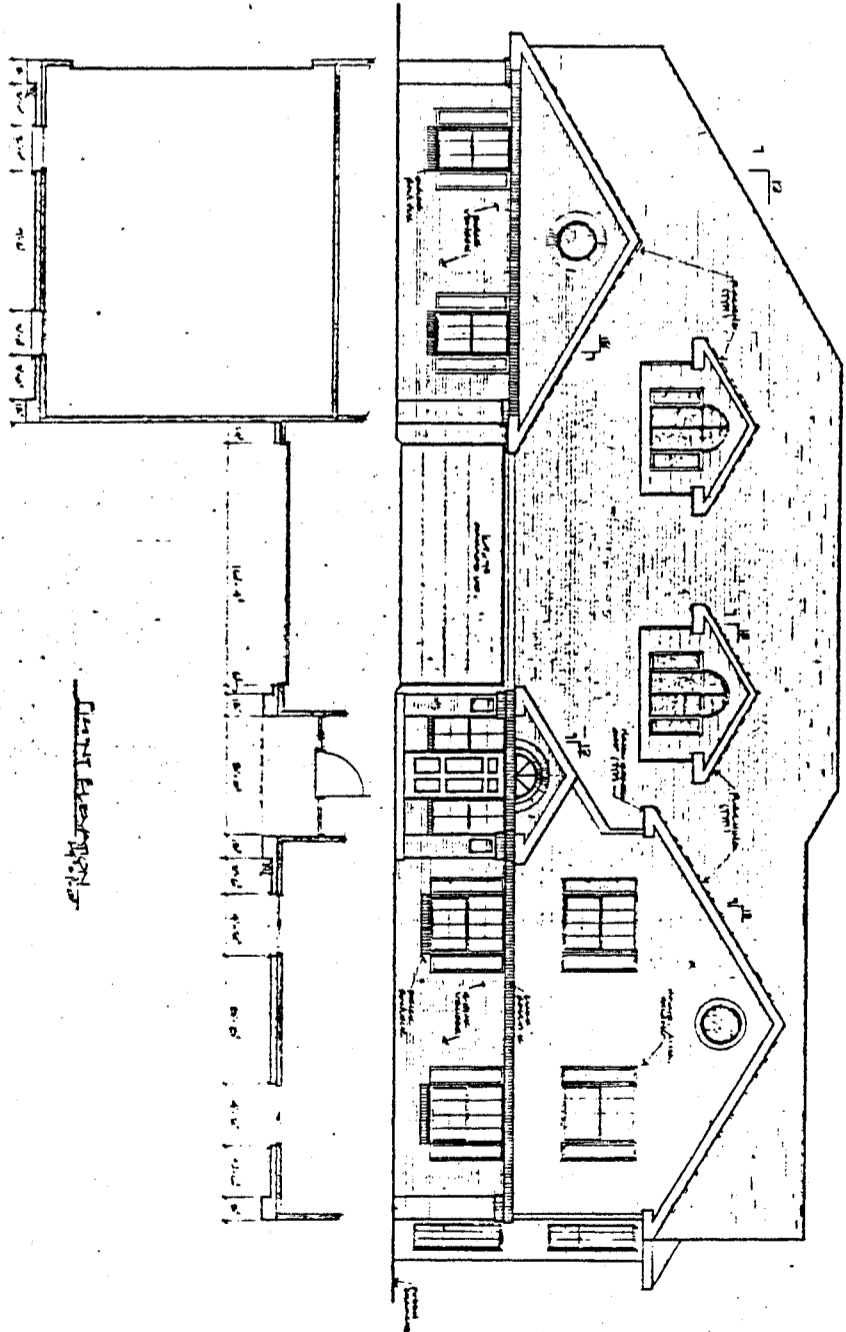
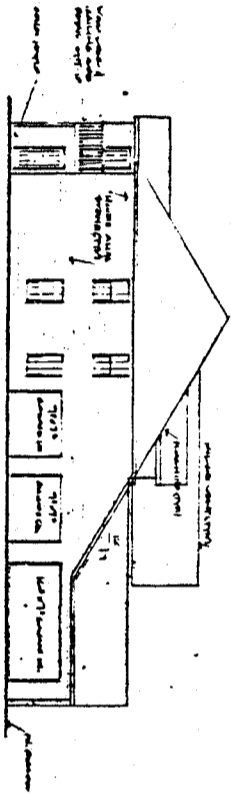
**SKOGMAN CONSTRUCTION COMPANY**  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

THE IOWA ASSOCIATE ARCHITECTS & ENGINEERS  
 10234 MADISON BOLLIVARD  
 ST. LOUIS, MISSOURI 63141  
 TELEPHONE 241-47-8787





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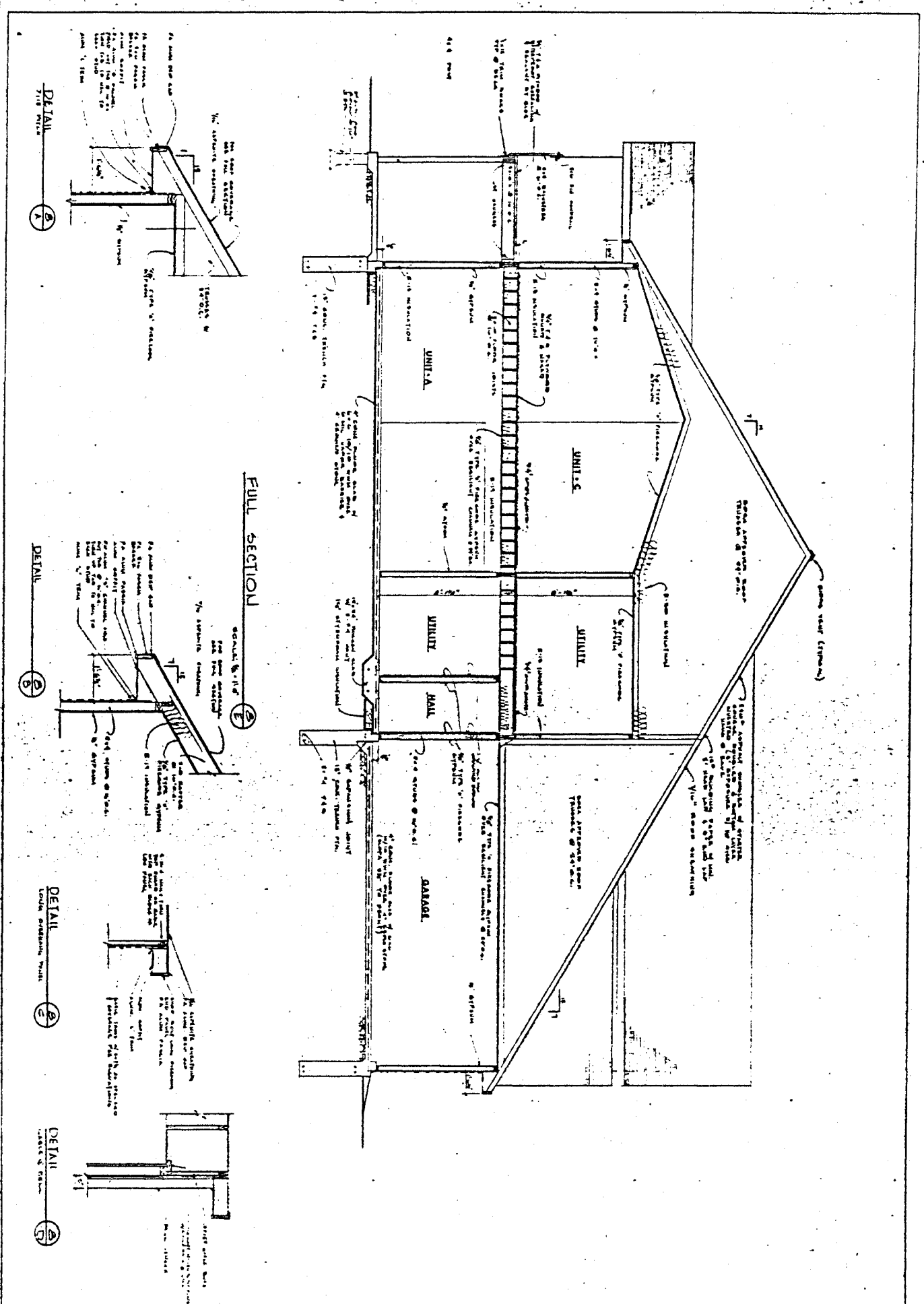
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SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

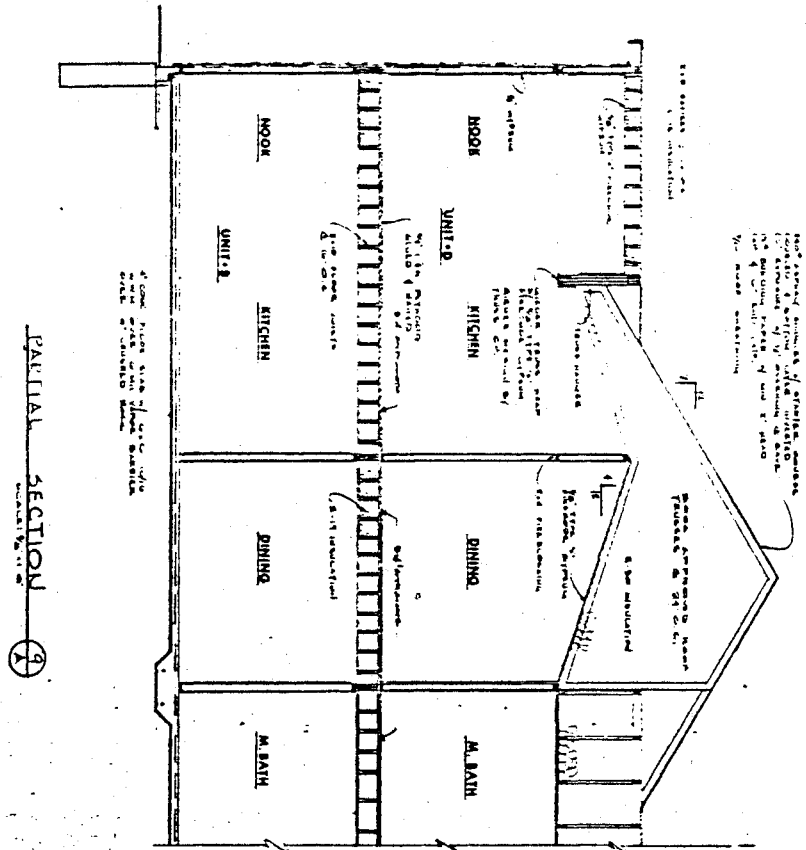
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 ARCHITECTS & ENGINEERS  
 1524 34TH ST. S.E. RAYMOND  
 ST. LOUIS, MISSOURI 63102  
 TELEPHONE 314/487-6787



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WOOD SHED  
 12' x 12' x 8'

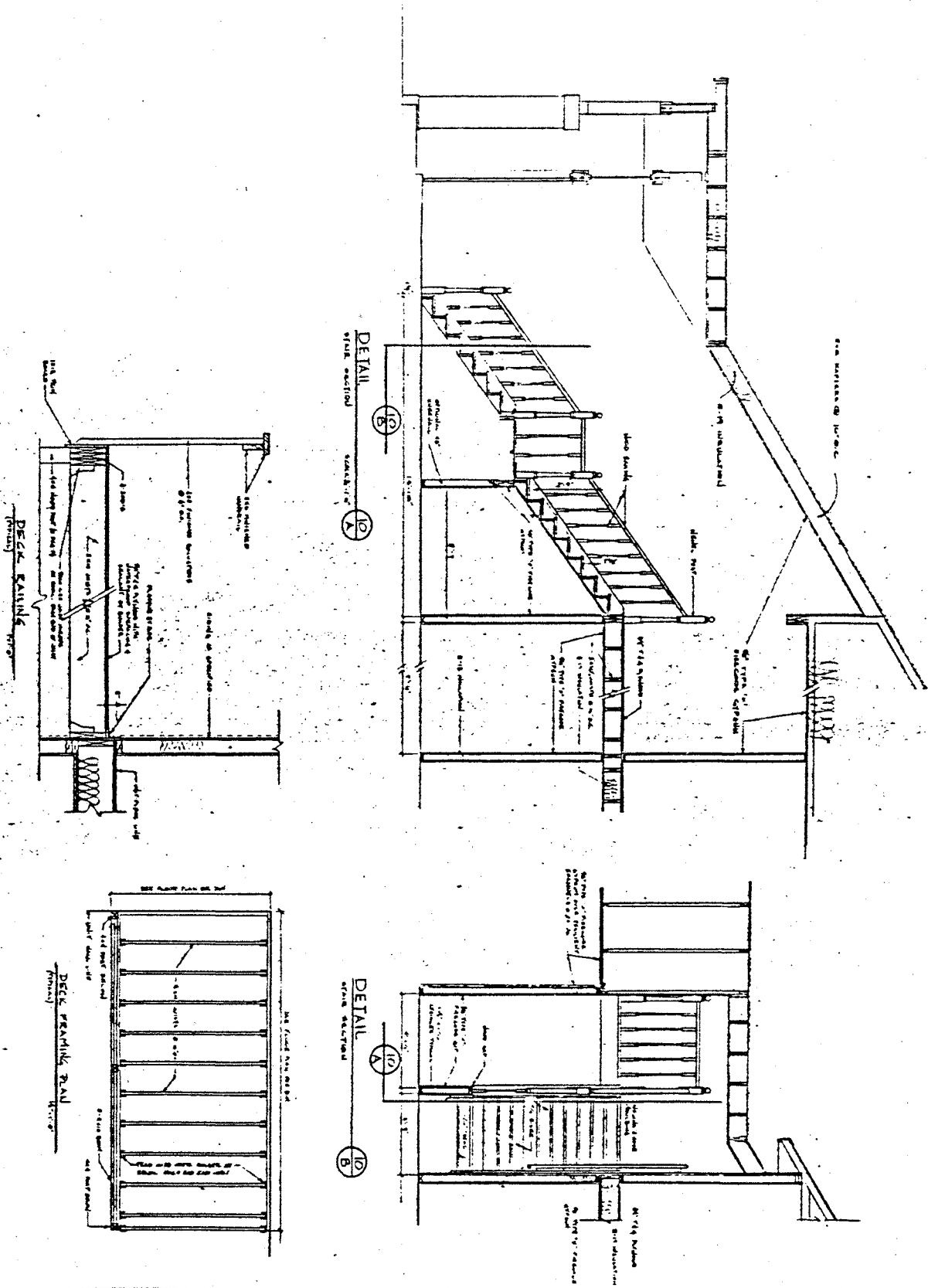
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APPROVED	

SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

DR. BEN A. ALLEN  
 ARCHITECT & ENGINEER  
 10234 BACH ROAD, S.E.  
 CEDAR RAPIDS, IOWA 52402  
 TELEPHONE 244-2777



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10 SHEET  
 13 OF 15


SKOGMAN CONSTRUCTION COMPANY  
 410 FIRST AVENUE  
 CEDAR RAPIDS, IOWA 52401

DAL, INC. & ASSOCIATES  
 ARCHITECTS & ENGINEERS  
 1804 BUSH HOLLOWAY  
 ST. LOUIS, MISSOURI 63106  
 TELEPHONE 314/427-6797



APARTMENT NUMBER		LIVING AREA SQ. FT.	STORAGE AREA SQ. FT.	GARAGE AREA SQ. FT.	TOTAL SQ. FT.	PERCENTAGE INTEREST IN COMMON AREA
4225						
Westchester Drive N.E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4245						
Westchester Drive N.E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4265						
Westchester (formerly designated 4325 Westchester)	A	1550	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4285						
Westchester Drive N. E. (formerly designated 4345 Westchester)	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4300						
Westchester Drive N. E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4320						
Westchester Drive N. E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4330						
Westchester Drive N.E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4350						
Westchester Drive N. E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4400						
Westchester Drive N. E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4420						
Westchester Drive N.E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4430						
Westchester Drive N.E.	A	1480	0	420	1900	1.40
	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19

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APARTMENT NUMBER		LIVING AREA SQ. FT.	STORAGE AREA SQ. FT.	GARAGE AREA SQ. FT.	TOTAL SQ.FT.	PERCENTAGE INTEREST IN COMMON AREA
4450						
Westchester	A	1480	0	420	1900	1.40
Drive N.E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4460						
Westchester	A	1480	0	420	1900	1.40
Drive N. E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4435						
Westchester	A	1480	0	420	1900	1.40
Drive N. E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4425						
Westchester	A	1480	0	420	1900	1.40
Drive N.E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4405						
Westchester	A	1480	0	420	1900	1.40
Drive N.E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4345						
Westchester	A	1480	0	420	1900	1.40
Drive N.E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4325						
Westchester	A	1480	0	420	1900	1.40
Drive N.E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19
4305						
Westchester	A	1480	0	420	1900	1.40
Drive N.E.	B	1340	15	265	1620	1.19
	C	1550	0	450	2000	1.48
	D	1340	15	265	1620	1.19

CERTIFICATE

I hereby certify that the Plat of Survey of Land (designated Exhibit "AA") submitted to the Horizontal Property Regime and lists of legal descriptions of real estate and easements contained in this Amendment to The Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, located in Cedar Rapids, Linn County, Iowa, to which this Certificate is attached, accurately depicts the legal description and location and dimensions of the land as thus described, and also accurately depicts the easements identified in Exhibit "BB" as they now exist, on the date hereof.

I further certify that I am a registered land surveyor licensed to practice in the State of Iowa under Registration No. 10677.

Dated this 29<sup>th</sup> day of AUGUST, A.D., 1988.

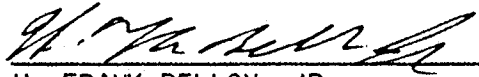
  
H. FRANK BELLON, JR.



EXHIBIT "GG"

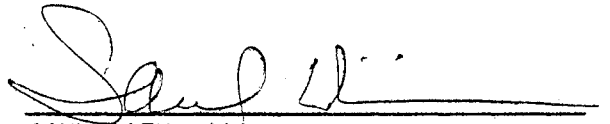
CERTIFICATE

I hereby certify that the Building Plans Identified as Exhibit "EE" are a full and exact copy of the plans of the building, which show graphically all particulars of the building including, but not limited to, the dimensions, area and location of common elements affording access to each apartment.

I further certify that the Floor Plans Identified as Exhibits "CC" and "DD" and attached to the Declaration, accurately depict, as stated thereon, the location of each apartment within the apartment building the number of rooms for each apartment, and the dimensions thereof, and the area of the apartments, the common area to which apartment has access, the particulars of the apartment building and the dimensions, area and location of all common elements affording access to each apartment, all as they now exist, on the date hereof.

I further certify that I am a registered Architect, licensed to practice in the State of Iowa, under Registration No. 2196.

Dated this 6 day of SEPT., A.D., 1988.

  
SAUL DIEN, AIA

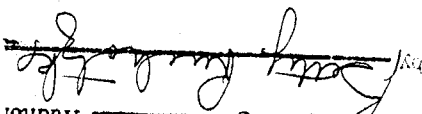
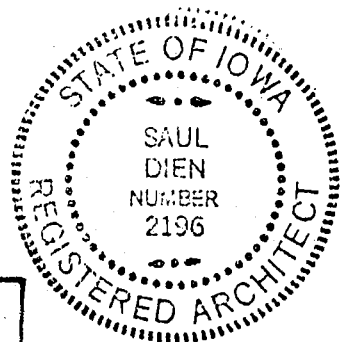
  
Linda Langenberg  
Auditor  
My Fee \_\_\_\_\_ Paid By Recorder  
AND FOR TAXATION. SEP 23 1988  
ENTERED UPON TRANSFER BOOKS

EXHIBIT "HH"



FILED FOR RECORD  
11:09 AM  
SEP 22 1988  
*Bryant & Kane*  
RECORDERS LINN CO. IOWA

LINN COUNTY IOWA

88 SEP 23 AM 9:01

FILED  
COUNTY CLERK



DOCUMENT NO. 19647 SECOND AMENDMENT TO  
DECLARATION OF SUBMISSION OF PROPERTY  
RECORDING FEE 225.00 TO HORIZONTAL PROPERTY REGIME  
AUD. FEE 5.00 FOR  
LEXINGTON EAST UNIT ONE, A CONDOMINIUM

BOOK 1955 PAGE 221

(and Election Pursuant to Article I Paragraph 3 of the  
Declaration of Submission of Property to Horizontal Property regime  
for Lexington East Unit One, a Condominium)

WHEREAS, the undersigned Developer executed the Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, and filed for record June 20, 1988 and recorded in Volume 1927 at Page 61, and following, in the records of the Recorder of Linn County, Iowa, which instrument contemplated and authorized the enlargement of the condominium regime thereby created by the addition for further lands and improvements thereto.

NOW THEREFORE, the Developer, pursuant to such authority, hereby executes this instrument to serve as the Second Amendment to Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, the prior Amendment being filed with the Linn County Recorder on September 22, 1988 in Volume 1932 at page 63. This Amendment is to take effect when filed for record in the office of the Recorder of Linn County, Iowa.

#### ARTICLE I

##### PURPOSE

1. The purpose of this Amendment is to submit and convey to the condominium form of ownership and use pursuant to Iowa law, the land described in Article II hereof, and the improvements to be constructed thereon by the Developer, it being understood that the original Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, as hereby supplemented by this Amendment and prior Amendments shall constitute one Declaration and that the lands and improvements originally submitted as hereby supplemented and enlarged shall constitute one condominium regime within the purview of Chapter 499B of the 1989 Code of Iowa.

#### ARTICLE II

##### DESCRIPTION OF LAND AND BUILDINGS

1. Land and Buildings. The land hereby submitted to the Horizontal Property Regime, subject, however, to all applicable easements and to the terms and provisions of the condominium documents is situated in Cedar Rapids, Linn County, Iowa and legally described as:

LOTS SIX (6), SEVEN (7) AND NINE (9), LEXINGTON EAST  
FOURTH ADDITION IN THE CITY OF CEDAR RAPIDS, IOWA.

2. Plat and Site Plan. There is attached hereto Exhibit "AAA", and hereby made a part hereof, pursuant to Section 499B.6 of the 1989 Code of Iowa, a Plat of Survey of Land submitted by this Amendment. Such land constitutes a portion of the "additional lands" described and referred to in Article I, Paragraph 4 of the original Declaration. There is attached hereto as Exhibit "BBB", and hereby made a part hereof, a Site Plan showing the location and dimensions of the buildings hereby submitted and proposed to be submitted to the Horizontal Property Regime. Exhibit "BBB" further shows graphically the location, dimensions of the area of certain common elements either as they exist or as they are proposed. Exhibit "BBB" further shows the addresses for all of the buildings to be erected.

3. Access. Exhibit "BBB" shows the location of Westchester Drive N.E. which is a public street in the City of Cedar Rapids, Iowa, and provides ingress and egress from the buildings and land designated as apartment units 4500, 4505, 4550, 4555, 4600, 4605 and 4610. Westchester Drive NE further provides ingress and egress to two separate private drives which provide ingress and egress from the buildings and land designated as apartment units 4515, 4525, 4535, 4545, 4615, 4625, 4635 and 4645.

4. Particulars of Apartment Buildings. The apartment buildings to be constructed upon the land hereby submitted by this Amendment shall be similar to those described in Article II, Paragraphs 4 and 5 of the original Declaration.

ARTICLE III

LEGAL DESCRIPTION OR IDENTIFICATION OF APARTMENTS, GARAGES,  
STORAGE CUBICLES AND THE COMMON ELEMENTS BY PLAN AND NUMBER;  
CERTIFICATES

1. Plans and Exhibits Attached - Apartment Buildings, Garages and Storage Cubicles. The location of each apartment within the apartment buildings, and number of rooms for each apartment and the dimensions thereof and the area of the apartments, the common area to which each apartment has access, the particulars of the apartment buildings and the dimensions, area and location of all common elements affording access to each apartment, or otherwise, are all shown and depicted by survey, plans, and/or graphically insofar as possible, by the following Exhibits attached hereto and made a part hereof;

Exhibit "BBB"

Exhibits "CCC-1 through and Including "CCC-15"

Exhibits "DDD-1 through and Including "DDD-4"

Site Plan

Survey of Floor Plan

Floor Plan with detail  
of typical apartment.

3. Complete Plans and Certificate. There is also attached hereto as Exhibit "EEE", pursuant to section 499B.6 of the 1987 Code of Iowa, a full and exact copy of the complete plans of the building to be erected upon the additional land submitted by this Amendment, signed and sealed by the Architect, and Exhibits "GGG and HHH". Attached hereto are the Certificates of the Land Surveyor and Architect, as appropriate; that Exhibits "AAA", "BBB", "CCC-1" through and including "CCC-15", "DDD-1" through and including "DDD-4" and "EEE" constitute a correct representation and legal description of the land, buildings and other improvements added by this Amendment, and that there can be determined therefrom the identification, location and dimensions and sizes insofar as possible, of each apartment and/or the common elements of the Condominium Regime.

4. Identification of Apartments by Number and or Letter. Each apartment and its garage and storage cubicle is identified and described by a street address and alphabetical letter assigned to it, and such designation, the location of each apartment and the approximate area of each apartment, is set forth in Exhibit "BBB" and Exhibits "CCC-1 through and including "CCC-15". Exhibit "FFF" sets forth the percentage interest of undivided ownership of land and other common elements of the Regime which is appurtenant to each apartment, as explained in detail in Article V of the original Declaration. Exhibits "CCC-1 through and including "CCC-15" also provide data as to the approximate areas of the storage cubicles and garages for each apartment.

#### ARTICLE IV

##### PERCENTAGE INTEREST IN COMMON ELEMENTS AND VOTING RIGHTS

1. Exhibit "FFF" is attached hereto and hereby made a part hereof. This Exhibit "FFF" revises Exhibit "F" and Exhibit "FF" of the original Declaration and First Amendment by changing the percentage interest in common elements as provided for in Article V, paragraph 1 of the original Declaration. Exhibit "FFF" shows the percentage interest for the entire Condominium Regime after the addition of the land and improvements designated in Article II of this Amendment.

#### ARTICLE V

##### SURCHARGE FOR UNITS LOCATED UPON PRIVATE DRIVE

1. Surcharge. The apartment units which are provided ingress and egress by the private drives shall pay an additional assessment to the Association to maintain the private drives. The assessment shall be two percent (2%) in excess of the

BOOK 1955 PAGE 224

regular monthly fees charged by the Association. The two percent (2%) is a surcharge which is added only to the regular assessment and is not to be added to any special assessments which may be assessed by the Association. Apartment units 4515, 4525, 4535, 4545, 4615, 4625, 4635 and 4645 are the apartment units subject to the surcharge provided for in this Article.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed this 13th day of February, A.D., 1990.

MIDWEST DEVELOPMENT CO.



BY: Kyle Skogman

BY: Richard A. Siders

STATE OF IOWA )  
                          ) SS:  
LINN COUNTY     )

On this 13th day of February, A.D., 1990, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kyle Skogman and Richard A. Siders, to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer, respectfully, of said corporation, executing the within and foregoing instrument; that the seal affixed hereto is the seal of said corporation by authority of its Board of Directors; and that the said Kyle Skogman and Richard A. Siders, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, it and by them voluntarily executed.



Betty A. Roswell  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA

1950 650

# A FINAL PLAT OF LEXINGTON EAST

FOURTH ADDITION

IN THE CITY OF CEDAR RAPIDS, IOWA

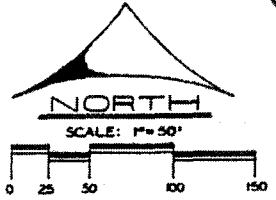
MIDWEST DEVELOPMENT CO. DEVELOPER  
410 FIRST AVENUE BLDG. CEDAR RAPIDS, IOWA

A PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER  
(N. 1/2 S.E. 1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY-THREE (83)  
NORTH, RANGE SEVEN (7) WEST OF THE FIFTH PRINCIPAL  
MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA

DESCRIBED TRACT CONTAINS: 8.55 ACRES

LAND SURVEYOR

H. FRANK BELLON, JR.  
IOWA REGISTRATION NO. 10677



CUTTER LINE CORNER DATA

①	27°37'46"	②	27°37'46"
③	41.86'	④	41.86'
⑤	41.43'	⑥	41.43'
⑦	31.36'	⑧	31.36'
⑨	156.89'	⑩	156.89'

- ① 3/4" DIAMETER RE-BAR SET FROM PRIOR SURVEY
- ② 3/4" DIAMETER RE-BAR WITH ORANGE PLASTIC CAP EMBEDDED WITH "P.L.S. 10677"
- ③ THROUGH POINT FROM PREVIOUSLY RECORDED PLAT OF DEED
- ④ PROPOSED BUILDING & DRIVEWAY LOCATIONS

MIDWEST DEVELOPMENT CO.

N. 89°14'15"E.  
280.07'

DRAINAGE AND UTILITY EASEMENT

SEVEN (7)

100,821 SQ. FT.

MIDWEST DEVELOPMENT CO.

N. 00°45'45"W  
23.00'

N. 89°14'15"E.  
140.00'

N. 89°14'15"E.  
220.00'

PRIVATE DRIVE

PRIVATE DRIVE

PRIVATE DRIVE

SIX (6)

83,144 SQ. FT.

NINE (9)

66,432 SQ. FT.

S. 89°14'15"W.  
479.57'

LEXINGTON EAST SECOND ADDITION

N. 00°45'45"W  
100.00'

S. 89°14'15"W.  
180.00'

POINT OF BEGINNING  
N.E. CORNER  
LEXINGTON EAST  
SECOND ADDITION



I hereby certify that this plan, plat, map, survey or report was prepared by me or under my direct personal supervision and that I am a duly Registered Land Surveyor under the laws of the State of Iowa.

H. FRANK BELLON, JR. 19 89  
H. FRANK BELLON, J. L.C. Iowa Reg. No. 10677

EXH A A A

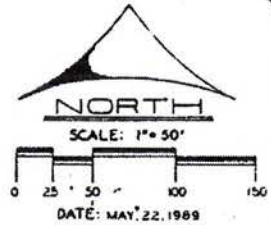
BOOK 1955 PAGE 226

A FINAL PLAT OF  
**LEXINGTON EAST**  
FOURTH ADDITION

IN THE CITY OF CEDAR RAPIDS, IOWA  
MIDWEST DEVELOPMENT CO. DEVELOPER  
410 FIRST AVENUE BLDG. CEDAR RAPIDS, IOWA

A PART OF THE WEST ONE-HALF OF THE SOUTHEAST QUARTER  
(W 1/2 S.E. 1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY-THREE (83)  
NORTH, RANGE SEVEN (7) WEST OF THE FIFTH PRINCIPAL  
MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA

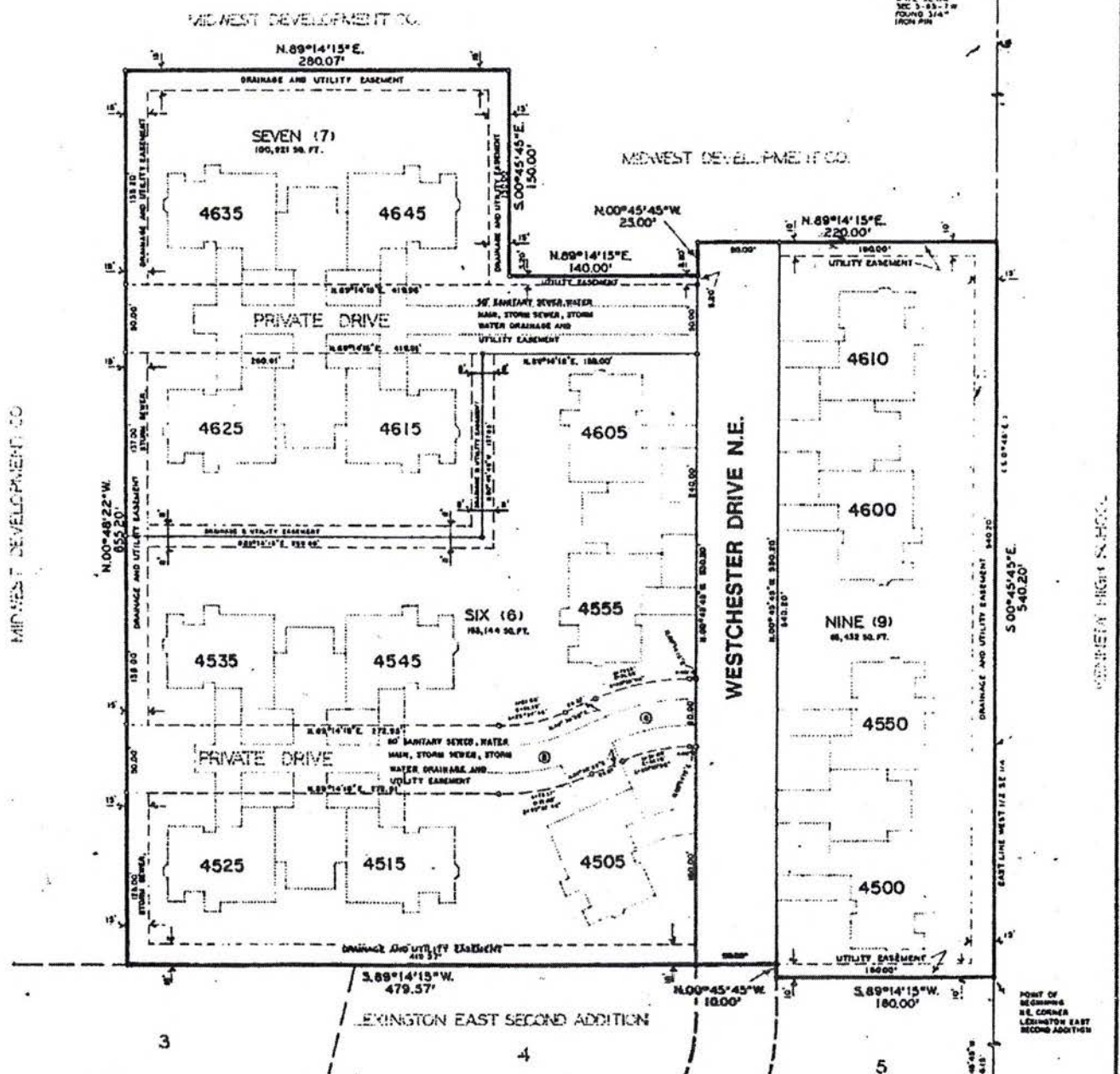
DESCRIBED TRACT CONTAINS: 8.55 ACRES  
LAND SURVEYOR  
H. FRANK BELLON, JR.  
IOWA REGISTRATION NO. 10677



LINE	BEARING	DISTANCE	LINE	BEARING	DISTANCE
1	N. 89° 14' 15" E.	280.07'	6	N. 00° 45' 45" W.	180.00'
2	N. 00° 45' 45" W.	23.00'	7	N. 00° 45' 45" W.	540.20'
3	N. 00° 45' 45" W.	140.00'	8	N. 00° 45' 45" W.	1000.15'
4	N. 00° 45' 45" W.	150.00'	9	N. 00° 45' 45" W.	1000.15'
5	N. 00° 45' 45" W.	150.00'	10	N. 00° 45' 45" W.	1000.15'

- 3/8" DIAMETER RE-BAR SET FROM PRIOR SURVEY
- SET 3/8" DIAMETER RE-BAR WITH ORANGE PLASTIC CAP EMBEDDED WITH "PL 5 10877"
- ① DIMENSION FROM PREVIOUSLY RECORDED PLAT OR DEED
- \* PROPOSED BUILDING & DRIVEWAY LOCATION

NE CORNER  
W 1/2 S.E. 1/4  
SEC. 5, R. 7 E.  
T. 83 N.  
FOUND 3/4" IRON PIN



MIDWEST DEVELOPMENT CO.

MIDWEST DEVELOPMENT CO.



I hereby certify that this plan, plat, map, survey or report was prepared by me or under my direct personal supervision and that I am a duly registered Land Surveyor under the laws of the State of Iowa.  
*H. Frank Bellon, Jr.*  
H. FRANK BELLON, JR., L.S. May 22, 1989 Reg. No. 10677

SE CORNER  
W 1/2 S.E. 1/4  
SEC. 5, R. 7 E.  
T. 83 N.  
NO IRON PIN

**EXH BBB**

DOCUMENT NO 18062  
RECORDING FEE 200.00  
AUD. FEE 15.00

THIRD AMENDMENT TO  
DECLARATION OF SUBMISSION OF PROPERTY  
TO HORIZONTAL PROPERTY REGIME  
FOR  
LEXINGTON EAST UNIT ONE, A CONDOMINIUM

(and Election Pursuant to Article I Paragraph 3 of the  
Declaration of Submission of Property to Horizontal Property  
regime for Lexington East Unit One, a Condominium)

WHEREAS, the undersigned Developer executed the Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, and filed for record June 20, 1988 and recorded in Volume 1927 at Page 61, and following, in the records of the Recorder of Linn County, Iowa, which instrument contemplated and authorized the enlargement of the condominium regime thereby created by the addition for further lands and improvements thereto.

NOW THEREFORE, the Developer, pursuant to such authority, hereby executes this instrument to serve as the Third Amendment to Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, the prior Amendments being filed with the Linn County Recorder on September 22, 1988 in Volume 1932 at page 63 and February 23, 1990 in Volume 1955 at Page 221. This Amendment is to take effect when filed for record in the office of the Recorder of Linn County, Iowa.

ARTICLE I

PURPOSE

1. The purpose of this Amendment is to submit and convey to the condominium form of ownership and use pursuant to Iowa law, the land described in Article II hereof, and the improvements to be constructed thereon by the Developer, it being understood that the

original Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, A Condominium, as hereby supplemented by this Amendment and prior Amendments shall constitute one Declaration and that the lands and improvements originally submitted as hereby supplemented and enlarged shall constitute one condominium regime within the purview of Chapter 499B of the 1991 Code of Iowa.

## ARTICLE II

### DESCRIPTION OF LAND AND BUILDINGS

1. Land and Buildings. The land hereby submitted to the Horizontal Property Regime, subject, however, to all applicable easements and to the terms and provisions of the condominium documents is situated in Cedar Rapids, Linn County, Iowa and legally described as:

LOTS SEVEN (7), EIGHT (8) AND TEN (10), LEXINGTON EAST  
SIXTH ADDITION IN THE CITY OF CEDAR RAPIDS, IOWA.

2. Plat and Site Plan. There is attached hereto Exhibit "AAAA", and hereby made a part hereof, pursuant to Section 499B.6 of the 1991 Code of Iowa, a Plat of Survey of Land submitted by this Amendment. Such land constitutes a portion of the "additional lands" described and referred to in Article I, Paragraph 4 of the original Declaration. There is attached hereto as Exhibit "BBBB", and hereby made a part hereof, a Site Plan showing the location and dimensions of the buildings hereby submitted and proposed to be submitted to the Horizontal Property Regime. Exhibit "BBBB" further shows graphically the location, dimensions of the area of



certain common elements either as they exist or as they are proposed. Exhibit "BBBB" further shows the addresses for all of the buildings to be erected.

3. Access. Exhibit "BBBB" shows the location of Westchester Drive N.E. which is a public street in the City of Cedar Rapids, Iowa, and provides ingress and egress from the buildings and land designated as apartment units 4630, 4655, 4700, and 4705. Westchester Drive NE further provides ingress and egress to a separate private drive which provide ingress and egress from the buildings and land designated as apartment units 4715, 4725, 4735, 4745 and 4755.

4. Particulars of Apartment Buildings. The apartment buildings to be constructed upon the land hereby submitted by this Amendment shall be similar to those described in Article II, Paragraphs 4 and 5 of the original Declaration.

#### ARTICLE III

##### LEGAL DESCRIPTION OR IDENTIFICATION OF APARTMENTS, GARAGES, STORAGE CUBICLES AND THE COMMON ELEMENTS BY PLAN AND NUMBER; CERTIFICATES

1. Plans and Exhibits Attached - Apartment Buildings, Garages and Storage Cubicles. The location of each apartment within the apartment buildings, and number of rooms for each apartment and the dimensions thereof and the area of the apartments, the common area to which each apartment has access, the particulars of the apartment buildings and the dimensions, area and location of all common elements affording access to each apartment, or otherwise, are all shown and depicted by survey, plans, and/or graphically

insofar as possible, by the following Exhibits attached hereto and made a part hereof;

Exhibit "BBBB"	Site Plan
Exhibits "CCCC-1 through and including "CCCC-9"	Survey of Floor Plan
Exhibits "DDDD-1 through and including "DDDD-4"	Floor Plan with detail of typical apartment.

3. Complete Plans and Certificate. There is also attached hereto as Exhibit "EEEE", pursuant to section 499B.6 of the 1991 Code of Iowa, a full and exact copy of the complete plans of the building to be erected upon the additional land submitted by this Amendment, signed and sealed by the Architect, and Exhibits "GGGG and HHHH". Attached hereto are the Certificates of the Land Surveyor and Architect, as appropriate; that Exhibits "AAAA", "BBBB", "CCCC-1" through and including "CCCC-9", "DDDD-1" through and including "DDDD-4" and "EEEE-1 through and including EEEE-13" constitute a correct representation and legal description of the land, buildings and other improvements added by this Amendment, and that there can be determined therefrom the identification, location and dimensions and sizes insofar as possible, of each apartment and/or the common elements of the Condominium Regime.

4. Identification of Apartments by Number and or Letter. Each apartment and its garage and storage cubicle is identified and described by a street address and alphabetical letter assigned to it, and such designation, the location of each apartment and the

approximate area of each apartment, is set forth in Exhibit "BBBB" and Exhibits "CCCC-1 through and including "CCCC-9". Exhibit "FFFF" sets forth the percentage interest of undivided ownership of land and other common elements of the Regime which is appurtenant to each apartment, as explained in detail in Article V of the original Declaration. Exhibits "CCCC-1 through and including "CCCC-9" also provide data as to the approximate areas of the storage cubicles and garages for each apartment.

#### ARTICLE IV

##### PERCENTAGE INTEREST IN COMMON ELEMENTS AND VOTING RIGHTS

1. Exhibit "FFFF" is attached hereto and hereby made a part hereof. This Exhibit "FFFF" revises Exhibits "F", "FF" and "FFF" of the original Declaration, First Amendment and Second Amendment by changing the percentage interest in common elements as provided for in Article V, paragraph 1 of the original Declaration. Exhibit "FFFF" shows the percentage interest for the entire Condominium Regime after the addition of the land and improvements designated in Article II of this Amendment.

#### ARTICLE V

##### SURCHARGE FOR UNITS LOCATED UPON PRIVATE DRIVE

1. Surcharge. The apartment units which are provided ingress and egress by the private drives shall pay an additional assessment to the Association to maintain the private drives. The assessment shall be two percent (2%) in excess of the regular monthly fees charged by the Association. The two percent (2%) is a surcharge which is added only to the regular assessment and is not to be

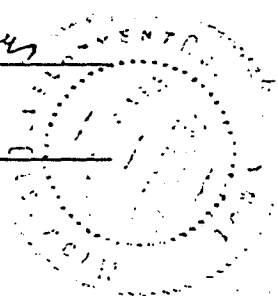
added to any special assessments which may be assessed by the Association. Apartment units 4715, 4725, 4735, 4745 and 4755 are the apartment units subject to the surcharge provided for in this Article.

IN WITNESS WHEREOF the undersigned have caused this instrument to be executed this 20 day of December, A.D., 1991.

MIDWEST DEVELOPMENT CO.

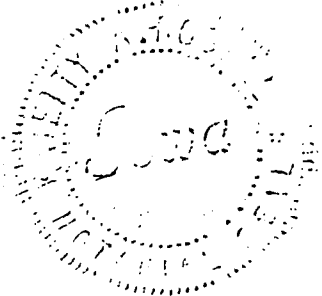
BY: Richard A. Siders  
Richard A. Siders

BY: Kyle Skogman  
Kyle Skogman



STATE OF IOWA            )  
  ) SS:  
LINN COUNTY             )

On this 20th day of December, A.D., 1991, before me, the undersigned, a Notary Public in and for the State of Iowa, personally appeared Kyle Skogman and Richard A. Siders, to me personally known, who, being by me duly sworn, did say that they are the President and Treasurer, respectfully, of said corporation, executing the within and foregoing instrument; that the seal affixed hereto is the seal of said corporation by authority of its Board of Directors; and that the said Kyle Skogman and Richard A. Siders, as such officers acknowledged the execution of said instrument to be the voluntary act and deed of said corporation, by it and by them voluntarily executed.



Betty A. Rosell  
NOTARY PUBLIC IN AND FOR THE STATE OF IOWA  
Betty A. Rosell

# A FINAL PLAT OF LEXINGTON EAST SIXTH ADDITION

IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA

MIDWEST DEVELOPMENT CO. DEVELOPER  
410 FIRST AVENUE BLDG. CEDAR RAPIDS, IOWA

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER  
(W. 1/2 S.E. 1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY-THREE (83)  
NORTH, RANGE SEVEN (7) WEST OF THE FIFTH PRINCIPAL  
MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA.

### LEGAL DESCRIPTION

LEXINGTON EAST SIXTH ADDITION is a subdivision of that portion of the West Half of the Southeast Quarter (W. 1/2 S.E. 1/4) of Section Five (5), Township Eighty-three (83) North, Range Seven (7) West of the Fifth Principal Meridian, Cedar Rapids, Linn County, Iowa, described as follows:

Beginning at the Northeast corner of "Lexington East Fourth Addition", said point being North 00°45'45" west, 1548.35 feet from the Southeast corner of said W. 1/2 S.E. 1/4;

Thence North 00°45'45" West on the East line of said W. 1/2 S.E. 1/4, a distance of 274.80 feet,

Thence South 89°14'15" West, 160.00 feet;

Thence North 00°45'45" West, 55.60 feet to the beginning of a 1530 foot radius curve, concave westerly and having a long chord of 97.50 feet-bearing North 02°35'18" West;

Thence Northerly on the arc of said curve, 97.52 feet;

Thence South 85°33'08" West, 168.00 feet;

Thence North 62°09'18" West, 67.83 feet;

Thence South 89°14'15" West, 250.00 feet to the northerly prolongation of the East line of "Lexington East Fifth Addition";

Thence South 00°40'22" East on said East line and northerly prolongation, 326.63 feet to the Northeast corner of "Lexington East Fourth Addition";

(The following five courses are on the northerly lines of "Lexington East Fourth Addition".)

Thence North 09°14'15" East, 200.07 feet;

Thence South 00°45'45" East, 150.00 feet;

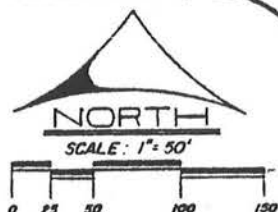
Thence North 09°14'15" East, 140.00 feet;

Thence North 00°45'45" West, 25.00 feet;

Thence North 09°14'15" East, 220.00 feet to the point of beginning.

The East line of said W. 1/2 S.E. 1/4 is assumed to bear North 00°45'45" West.

Described parcel contains 5.11 acres.



DATE OF SURVEY: AUG. 13, 1990  
 0 = 1/4" DIAMETER RE-BAR SET FROM PRIOR SURVEY  
 O = SET 1/2" DIAMETER RE-BAR WITH ORANGE PLASTIC CAP EMBOSSED WITH "P.L.S. 10577"  
 \* PROPOSED BUILDING & DRIVEWAY LOCATIONS  
 NOTE: 5.11 ACRES IN PLATTED AREA

LAND SURVEYOR:  
 H. FRANK BELLOW JR.  
 410 FIRST AVENUE BUILDING  
 CEDAR RAPIDS, IOWA 52401

NOTE: LINEAR DIMENSIONS IN FEET AND DECIMALS THEREOF

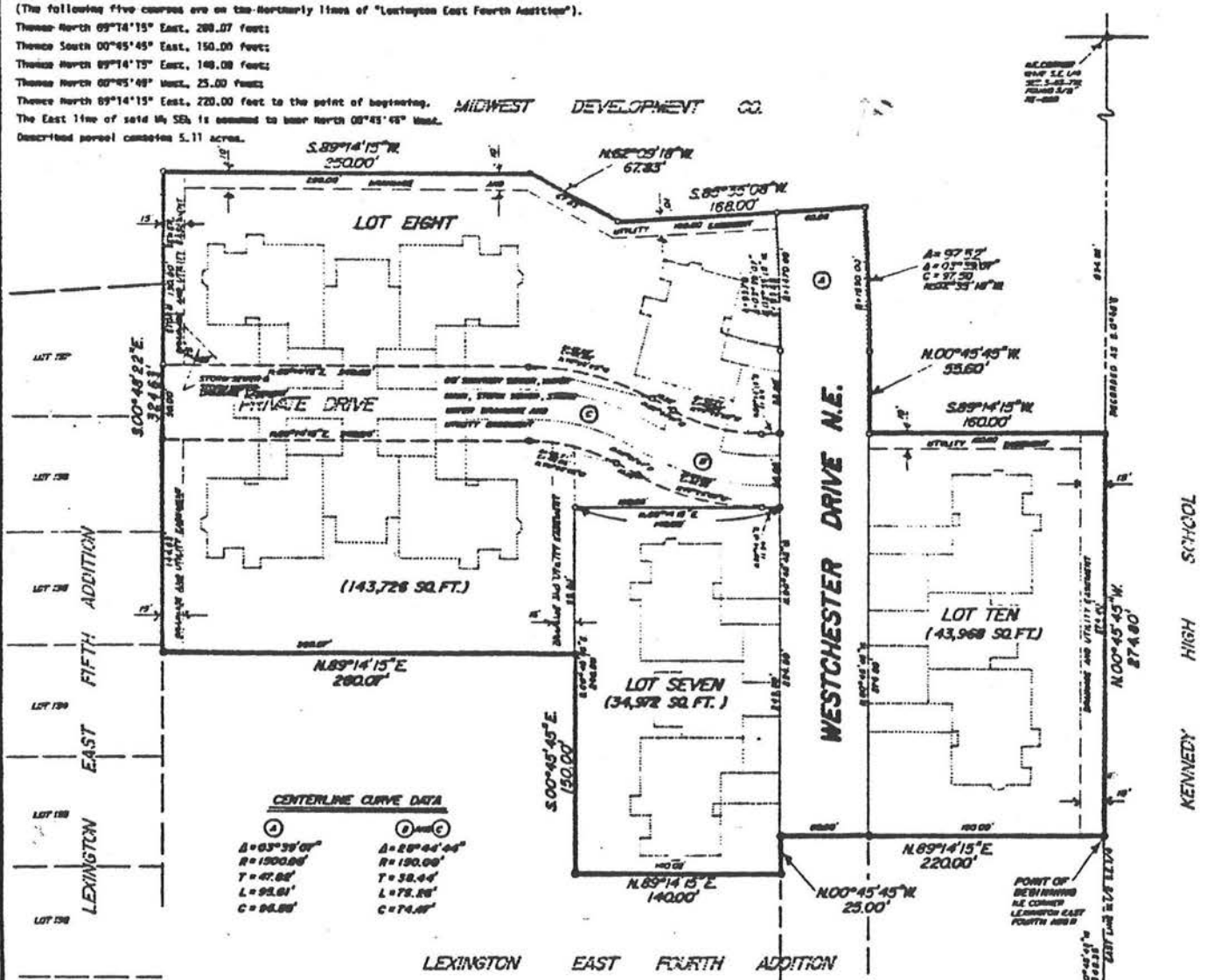


Exhibit AAAA

ISSUED BY: H. FRANK BELLOW JR., 1990

# A FINAL PLAT OF LEXINGTON EAST SIXTH ADDITION

IN THE CITY OF CEDAR RAPIDS, LINN COUNTY, IOWA

MIDWEST DEVELOPMENT CO. DEVELOPER  
410 FIRST AVENUE BLDG. CEDAR RAPIDS, IOWA

A PART OF THE WEST HALF OF THE SOUTHEAST QUARTER  
(W. 1/2 S.E. 1/4) OF SECTION FIVE (5), TOWNSHIP EIGHTY-THREE (83)  
NORTH, RANGE SEVEN (7) WEST OF THE FIFTH PRINCIPAL  
MERIDIAN, CEDAR RAPIDS, LINN COUNTY, IOWA

### LEGAL DESCRIPTION

LEXINGTON EAST SIXTH ADDITION is a subdivision of that portion of the West Half of the Southeast Quarter (W. 1/2 S.E. 1/4) of Section Five (5), Township Eighty-three (83) North, Range Seven (7) West of the Fifth Principal Meridian, Cedar Rapids, Linn County, Iowa, described as follows:

Beginning at the Northeast corner of "Lexington East Fourth Addition", said point being North 00°45'45" West, 1548.35 feet from the Southeast corner of said W. 1/2 S.E. 1/4;

Thence North 00°45'45" West on the East line of said W. 1/2 S.E. 1/4, a distance of 274.80 feet;

Thence South 89°14'15" West, 160.00 feet;

Thence North 00°45'45" West, 55.61 feet to the beginning of a 1530 foot radius curve, concave westerly and having a long chord of 97.50 feet bearing North 02°35'18" West;

Thence Northerly on the arc of said curve, 97.52 feet;

Thence South 85°35'08" West, 168.00 feet;

Thence North 62°09'18" West, 67.83 feet;

Thence South 89°14'15" West, 250.00 feet to the northerly prolongation of the East line of "Lexington East Fifth Addition";

Thence South 00°40'22" East on said East line and northerly prolongation, 328.63 feet to the northeast corner of "Lexington East Fourth Addition";

(The following five courses are on the northerly line of "Lexington East Fourth Addition".)

Thence North 89°14'15" East, 280.07 feet;

Thence South 00°45'45" East, 150.00 feet;

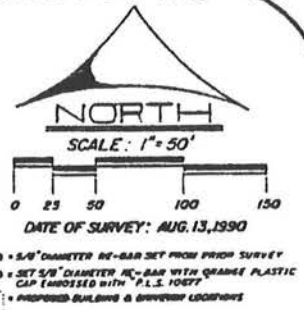
Thence North 89°14'15" East, 148.00 feet;

Thence North 00°45'45" West, 25.00 feet;

Thence North 89°14'15" East, 220.00 feet to the point of beginning.

The East line of said W. 1/2 S.E. 1/4 is assumed to bear North 00°45'45" West.

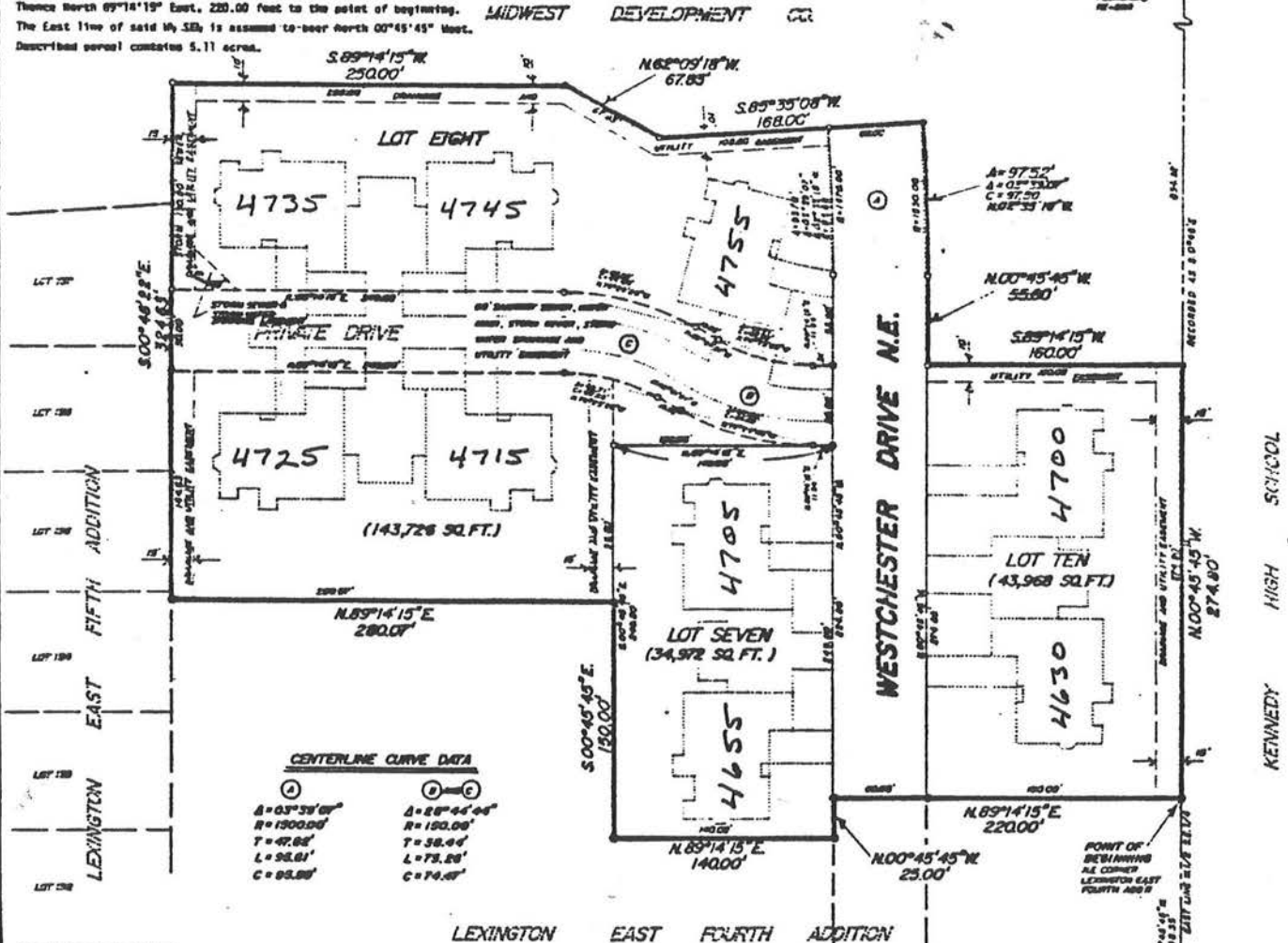
Described several contain 5.11 acres.



NOTE: 5.11 ACRES IN PLATTED AREA

LAND SURVEYOR:  
H FRANK BELLON JR.  
410 FIRST AVENUE BUILDING  
CEDAR RAPIDS, IOWA 52401

NOTE: LINEAR DIMENSIONS IN FEET  
AND DECIMALS THEREOF



**CENTERLINE CURVE DATA**

Curve	Δ	R	T	L	C
①	03°39'00"	1300.00'	47.86'	98.81'	89.88'
②	28°44'45"	150.00'	58.94'	79.88'	79.88'

Exhibit BBBB

SE CORNER  
W. 1/2 S.E. 1/4  
SEC. 5-83-7W  
T. 83N R. 7W  
PLATTED BY H. FRANK BELLON JR., 1990

<u>APARTMENT NUMBER</u>		<u>LIVING AREA SQ. FT.</u>	<u>STORAGE AREA SQ. FT.</u>	<u>GARAGE AREA SQ. FT.</u>	<u>TOTAL SQ. FT.</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>
4225 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4245 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4265 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4285 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4300 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4320 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4330 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4350 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4400 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4420 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4430 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4450 Westchester Dr. N. E.	A	1480	0	420	1900	.62
	B	1340	15	265	1620	.53
	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53

APARTMENT NUMBER		LIVING AREA SQ. FT.	STORAGE AREA SQ. FT.	GARAGE AREA SQ. FT.	TOTAL SQ. FT.	PERCENTAGE INTEREST IN COMMON AREA
4460	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4435	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4425	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4405	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4345	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4325	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4305	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4500	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4505	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4515 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4525 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4535 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53



APARTMENT NUMBER		LIVING AREA SQ. FT.	STORAGE AREA SQ. FT.	GARAGE AREA SQ. FT.	TOTAL SQ. FT.	PERCENTAGE INTEREST IN COMMON AREA
4545 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4550	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4555	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4600	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4605	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4610	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4615 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4625 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4635 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4645 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4630	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4655	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53

<u>APARTMENT NUMBER</u>		<u>LIVING AREA SQ. FT.</u>	<u>STORAGE AREA SQ. FT.</u>	<u>GARAGE AREA SQ. FT.</u>	<u>TOTAL SQ. FT.</u>	<u>PERCENTAGE INTEREST IN COMMON AREA</u>
4700	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4705	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4715 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4725 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4735 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4745 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53
4755 *	A	1480	0	420	1900	.62
Westchester	B	1340	15	265	1620	.53
Dr. N. E.	C	1550	0	450	2000	.65
	D	1340	15	265	1620	.53

\* Designates those units subject to a surcharge referred to in Article IV of the Second and Third Amendments to Declaration of Submission of Property to Horizontal Property Regime for Lexington East Unit One, a Condominium.