

ASHWOOD CONDOMINIUM  
DECLARATION

1. The undersigned, hereinafter the "Co-Declarants", submit to the horizontal property regime established by Chapter 499B of the Code of Iowa, 1993, the following described real estate:

Lot No. Fifteen (15) in Pinehurst Addition, Waterloo, Black Hawk County, Iowa, except that part conveyed to the City of Waterloo in City Lot Deed Book 586 at page 297 of the Recorder of Black Hawk County, Iowa.

2. The building constructed on the real estate described above is a one-story building with a basement of frame construction containing six (6) units. Each unit includes the rooms below grade in the basement, the adjacent porch, and room for the parking of vehicles at grade level in the attached garages; and further includes all interconnecting passageways between rooms in a unit. The boundaries of each unit are described below in paragraph 4. The effect of the descriptions is intended to define each unit's air space including necessary interconnecting spaces. Structural materials, exterior surfaces and other interior areas are not part of the units; but are part of the common elements as that term is described below. The principal materials of which the building is constructed are wood, concrete, steel reinforcement; brick trim and sheetrock. The exterior surfaces of the building are an all-weather (aluminum or vinyl) siding. The basement walls and floor are poured concrete.

3. The building's site location is shown on Exhibit "B" attached hereto and made a part hereof. The unit number of each unit in the building, the location of each unit, the floor area, the number of rooms in the unit, and the immediate common area to which each unit has access, are as shown on Exhibit "C" attached hereto and made a part hereof.

4. The boundaries of each unit are as follows:

(a) Upper and Lower (horizontal) Boundaries: The upper and lower boundaries of the unit shall be the following boundaries extended to an intersection with the vertical (perimetric) boundaries:

MISC  
INDEXED  
MARGIN  
PROOF  
COMPARE

6158

Filed for record, indexed, and delivered to the County Auditor this 22 day of Sep A.D., 19 93, at 11:30 o'clock A M., and recorded in Book 308 of MISC on Page 148

Patricia J. Sass

Recorder Deputy

Rec. Fee 1- 85 00 Ar. Fee 5 00 Paid HOLMES & HOLMES

County Assessor

STATE OF IOWA : ss  
BLACK HAWK CO. : ss  
Entered for taxation this 22 day of Sept. 19 93  
Auditor  
Deputy

(1) Upper Boundary: The horizontal plane of the bottom surface of the ceiling's wood ceiling trusses except where there is a dropped ceiling, in which locations the upper boundary shall be the horizontal plane which includes the top side of the plasterboard of the dropped ceiling.

(2) Lower Boundary: The horizontal plane of the top surface of the undecorated concrete floor slab or wood floor joists (as the case may be).

(b) Vertical (perimetric) Boundaries: The vertical boundaries of the unit shall be the vertical plane of the unfinished interior surface of the walls bounding the unit extended to intersections with each other and with the upper and lower boundaries.

(c) Each unit shall include as part of the unit all windows, boundary doors and door frames, and the heating and air conditioning apparatus for the unit. Any portion of a utility system serving more than one unit (e.g. pipes, conduits, or ducts) which is partially within and partially outside of the unit is part of the common elements.

5. Notwithstanding the ownership of the various portions of the common elements and the units by virtue of the foregoing boundary description, the provisions of the bylaws (see paragraph 11 below) shall govern the division of maintenance and repair responsibilities between the member or unit owner and Ashwood Condominium Homeowners Association, Inc. (hereinafter the "Corporation").

6. The common elements include the land and all other parts of the property (real estate and building) not within the units as described and defined above. On each unit the patio adjacent to the unit's porch and the entry court adjacent to the garage portion of the unit is a limited common element whose use is reserved and restricted to the owner of the unit.

7. The percentage interest which each of the six (6) dwelling units bears to the entire regime is sixteen and sixty-six hundredths per cent (.1666).

8. In the event of damage or destruction valued at less than one-hundred fifty-thousand dollars (\$150,000.00), a decision to sell the property or to not rebuild, repair or restore it must be unanimous (all unit owners must vote unanimously for or against the question.). In all other cases, a proposal to sell or to not rebuild, repair or restore requires an affirmative vote of all of the owners of four or more of the six units.



9. The units shall have and be subject to and have appurtenant thereto: (a) nonexclusive easements in the common elements used for ingress to, egress from, utility services for, and support, maintenance and repair of, the units; and (b) in the other common elements for use according to their respective purposes. If any part of the common elements encroaches upon any unit, a valid easement for such encroachment and the maintenance thereof, so long as it continues, shall and does exist. In the event any portion of the building is damaged or destroyed and then repaired or rebuilt, minor encroachments of any parts of the common elements due to construction shall be permitted; and valid easements for such encroachments and the maintenance thereof shall exist. The Corporation shall have the right, to be exercised by its officers or agents, to enter any unit from time to time during reasonable hours as may be necessary for the operation of the condominium or for making emergency repairs therein necessary to prevent damage to any unit or the common elements.

10. To amend this Declaration, the members must adopt a resolution stating the amendment; and the Corporation must record in the real estate records of the Black Hawk County Recorder's Office a written instrument which states the amendment and is signed and acknowledged on behalf of the Corporation by two of its officers by authority of its members; provided, however, that no provision of this Declaration affecting the rights, duties, or obligations of the Co-Declarants shall be subject to amendment without their prior written consent.

11. The administration of the property shall be governed by the attached bylaws, which bylaws are incorporated herein by this reference. Such bylaws are marked Exhibit "A", signed by the Co-Declarants, dated of even date and made a part hereof.

12. The invalidity of any part or portion hereof shall not affect the validity of the remaining portions.

DATED: September 21, 1993.

Young Development Co., L. C.  
an Iowa Limited Liability Co.,  
f/k/a Young Development Company

Cedar Valley Building Company,  
an Iowa corporation,

By: Richard C. Young  
Richard C. Young, Manager,  
and President and Member

By: Daniel Weilein  
Daniel Weilein, President  
A.

By: Richard H. Young  
Richard H. Young, Manager,  
Vice President and Member