

**BY-LAWS FOR THE**

**GLEN PARK  
TOWNHOMES**

**APRIL 2011**

BY LAWS OF THE  
GLEN PARK TOWN HOME ASSOCIATION

ARTICLE I

TOWN HOME PLAN OF APARTMENT OWNERSHIP

Section 1. APARTMENT OWNERSHIP. The property includes Lots 1 through 9 of the Glen Park Town Homes, Council Bluffs, Iowa.

Section 2. APPLICABILITY OF BYLAWS. The provisions of these Bylaws are applicable to the property. The term "property" as used herein shall include both the land and the building or buildings located thereon.

Section 3. PERSONAL APPLICATION. All present or future owners, tenants, future tenants or their employees or any other person that might use the facilities of the town home in any matter, are subject to the regulations set forth in these Bylaws. The mere acquisition or rental of any of the apartments of the town home or the mere act of occupancy of any of said apartments will signify that these Bylaw are accepted, ratified and will be complied with.

ARTICLE II

MANAGEMENT OF THE ASSOCIATION

Section 1. COUNCIL OF CO-OWNERS, MEMBERSHIP, VOTE OR OTHER ACTION OF OWNERS. The business and affairs of the Association shall be governed and managed by the Council of Co-Owners of Glen Park Town Homes (hereinafter referred to as Council). All owners of apartment shall automatically be members of the Council and membership in said Council shall automatically cease upon termination of such ownership interest. Whenever a vote or mechanics of conducting such a vote or taking such action shall be under the control and supervision of the Council subject to the Bylaws.

Section 2. AGREEMENTS AND COMPLIANCE. All owners, tenants, families, guests and other persons using or occupying the lot shall be found by and strictly comply with the provisions of the Association's Bylaws, all applicable provisions of the other town home documents and all agreements and determinations lawfully made by the Council, the officers duly elected by said Council or their agents, shall be binding on all

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such persons. A failure to comply with the Bylaws or the provisions of any other town home document or any other agreement or determination thus lawfully made shall be grounds for any action to recover the sums due for damages on the part of the Council or any owner as may be applicable and for mandatory injunctive relief; the use of any legal remedy by the Council or by an owner to enforce compliance shall in no event constitute a waiver of any other available remedy.

Section 3. INCLUDED POWERS, FORECLOSURE OF LIEN, WAIVER OF PARTITION. Each owner agrees that the Council has and shall exercise all powers, rights and authority granted to it including the making of assessments chargeable to owners and a lien on apartments of any common expenses and the right to foreclose the lien thereof and acquire an apartment, or convey the same, but such acquisition shall be on behalf of all apartment owners, all of whom shall be deemed to have waived his right of partition with respect thereto.

Section 4. NO AVOIDANCE OF WAIVER OF USE; RIGHT OF ENTRY. The liability of an apartment owner for all assessments made by the Board or by the Council may not be avoided by waiver of the use of enjoyment of any common element or any recreational facility or by abandonment of an apartment for which an assessment is made.

### ARTICLE III

#### VOTING MAJORITY OF OWNERS, QUORUM, PROXIES

Section 1. VOTING. Voting shall be on the basis to which the owner or owners of each apartment is 1/9<sup>th</sup> of the total ownership.

Section 2. QUORUM. Except as otherwise provided in these Bylaws, the presence in person or by proxy of these owners having a majority or more of the votes assigned in the By-Laws shall constitute a quorum.

Section 3. PROXIES. Votes must be cast in person or by proxy. Proxies must be filed with the Secretary before the appointed time of each meeting.

Section 4. ADJOURNMENT. Any meeting of the Co-Owners of the town home unit, whether annual or special, may be adjourned from time to time whether a quorum be present or not without notice other than the announcement at the meeting, and such adjournment may be to such time and to such place as may be determined by a majority vote of the common interest present at the meeting. At any such adjourned meeting at which a quorum shall be present, any business may be transacted which might have been transacted at the original meeting as originally called and notified.

Section 5. MINUTES OF COUNCIL OF CO-OWNERS. The Secretary of Managing Agent shall furnish the minutes of any meeting of the Council of Co-Owners when requested in writing by any town home unit owner.

## ARTICLE IV

### MEETINGS OF COUNCIL

Section 1. PLACE OF MEETINGS. Meetings of the Council of Co-Owners of Glen Park Town Homes (hereinafter referred to as "Council") shall be held in such place convenient to the Co-Owners in the City of Council Bluffs, as may be designated by the President.

Section 2. OFFICERS. The President or Vice President and Secretary of the Board of Directors of the Council shall serve as President and Secretary of the Council respectively. The Secretary shall keep a minute book wherein the actions taken by the Council shall be recorded.

Section 3. ANNUAL MEETING. The first annual meeting of the Council shall be held on January 15, 2012. Thereafter the annual meeting of the Council shall be held on or about the 15<sup>th</sup> day of January of each succeeding year. At such meeting, vacancies and expired terms of the Board shall be filled by ballot of the owners. The owners may, at the annual meeting, also transact such other business of the Council as may properly come before them.

Section 4. SPECIAL MEETINGS. It shall be the duty of the President to call a special meeting of the Council upon a petition signed by the owners having a majority of the votes assigned in the By-Laws being presented to the Secretary or upon the call of any two (2) directors. The notice of any such special meeting shall state the time and place of such meeting and the purpose thereof. No business shall be transacted at a special meeting except as stated in the notice unless by consent of three-fourths (3/4) vote of the owners.

Section 5. NOTICES OF MEETINGS AND OTHER NOTICES. A written or printed notice of all meetings, annual or special, stating the place, day and hour of the meeting and whether it is annual or special and in case of each special meeting, stating briefly the business proposed to be transacted thereat, and any other notices permitted or required to be delivered by these Bylaws shall be given by mailing such notice, postage prepaid, at least (10) days before the date assigned for the meeting or by delivery of such notice personally at least two (2) days before the date assigned for the meeting, to the Co-Owners of the townhome units at their address at the Glen Park Town Homes or at the address given the Board for the purpose of service of such notices. Upon written request for notices delivered to the Board, the holder of any duly recorded mortgage from any owner of a town home unit may obtain a copy of any and all notices permitted or required to be given to the owner of the town home unit whose interest is subject to said mortgage. Upon notice being given in accordance with the provisions thereof, the failure of any owner of a town home unit to receive actual notice of any meeting shall not in any way

invalidate the meeting or proceedings thereat. Each such Co-Owner shall keep the board informed of any changes in address.

Section 6. WAIVER OF NOTICE. Before or at any meeting of the Council, any owner may, in writing, waive notice of such meeting and such waiver shall be deemed equivalent to the giving of such notice. Attendance by an owner at any meeting of the Council shall be a waiver of notice by him of the time and place thereof unless the owner is attending the meeting for the purpose of objecting to the meeting because inadequate notice was given. If all the owners are present at the meeting of the Council, no notice shall be required and any business may be transacted at such meeting,

Section 7. ADJOURNED MEETINGS. If any meetings of owners cannot be organized because a quorum has not attended, the owners who are present, either in person or by proxy, may adjourn the meeting to a time not less than twenty-four (24) hours nor more than one (1) week from the time the original meeting was called.

## ARTICLE V

### ADMINISTRATION

Section 1. BOARD OF DIRECTORS - NUMBERS AND QUALIFICATIONS. The affairs of the Council of Co-Owners shall be governed by a Board of Directors (hereinafter referred to as "Board"). The number of the initial Board is four (4) who shall serve until the date hereafter fixed for the expiration of their terms or until their successors are elected and thereafter, board members shall be elected for terms of two (2) years or until successors are elected. The names and addresses of the persons who are to serve as initial Board members:

NAME	ADDRESS	EXPIRATION OF TERM
M.L.TWEEDT	124 Norwood Drive Council Bluffs, IA 51503	January 15, 2013
DOUGLAS E TWEEDT	20659 McPherson Avenue Council Bluffs, IA 51503	January 15,2013
RUTHIE E. TWEEDT	124 Norwood Drive Council Bluffs, IA 51503	January 15,2013
STEVEN C. TWEEDT	350 Golden Oaks Drive Council Bluffs, IA 51503	January 15, 2013

A majority of the number of Board members shall constitute a quorum for the transaction of business. Thereafter, the Board shall be composed of five (5) persons, all of whom shall be owners or spouses or mortgagees of apartment units or, in the case of corporate

owners or mortgages, shall be officers, stockholders for employees of such corporations or in the case of stockholders or employees of such corporations or in the case of fiduciaries, officers or employees of such fiduciaries.

Section 2. REMOVAL OF DIRECTORS. Any director may be removed from office at any time and another person may be elected in his place to serve for the remainder of his term at any special meeting of the Council called for that purpose, by the affirmative vote of the majority in interest of the common interests. In case any vacancy so created shall not be filled at such meeting, the Board as may fill such vacancy as provided in Section 6 of Article III.

Section 3. CHAIRMAN, MEETING, NOTICE. The President shall preside at all meetings of the Board. The Board shall hold meetings as often as the business of the Council may require at the call of the President or any two (2) directors. The Secretary shall give notice of each meeting of the Board, either orally or in writing, by mailing or by delivering the same not less than one (1) day before the meeting unless otherwise prescribed by the Board. The failure by the Secretary to give such notice or by any director to receive such notice shall not invalidate the proceedings of any meeting at which a quorum of directors is present.

Section 4. QUORUM AND ADJOURNMENT. The majority of the directors shall constitute a quorum. No action taken, other than the appointment of directors to fill temporary vacancies or as otherwise provided by these Bylaws, shall be binding unless it received the concurring vote of a majority of the directors present. In the absence of a quorum, the President or a majority of the directors present may adjourn the meeting from time to time without further notice until a quorum be had.

Section 5. POWERS AND DUTIES OF THE BOARD OF DIRECTORS. The Board, for the benefit of the Co-Owners of the town home units, shall have the following powers and duties:

- a. To engage and contract for all goods and services which the Board, in its discretion, deems necessary for proper operation of the premises or as required by these Bylaws or by law, payment for which will be made from the assessments and services charges paid by the Co-Owners in accordance with these Bylaws and as assessed by the Board.
- b. To provide or cause to be provided, all services, including utility services, used in common or jointly by the common elements, limited common elements, and town home units as initially incorporated in the premises or as shall be incorporated in the premises from time to time in accordance with these Bylaws, payment for which will be made from assessments and service charges as assessed by the Board.
- c. Collection of the assessments from unit owners.

- d. To maintain or cause to be maintained, detailed accurate records in chronological order of the receipts and expenditures affecting the common elements, specifying and itemizing the maintenance and repair expenses of the common elements and other expenses incurred and to make such records and the vouchers authorizing the payments available for the examination by the owners of the townhome units during reasonable business hours.
- e. To render or cause to be rendered annually a statement to the Co-owners of the townhome units of all receipts and disbursements during the preceding year, such statement to be certified by an independent accountant.
- f. To render or cause to be rendered statements, when required by law, of any Assessments that remains unpaid by any Co-Owner of the townhome units.
- g. To bring action on behalf of two (2) or more of the Co-Owners of the town home units, as their respective interests may appear, with respect to any cause of action relating to the common elements or more than one townhome unit as the Board deems advisable.
- h. To elect officers of the Council and otherwise exercise the powers regarding officers of the Council as set forth in these Bylaws.
- i. To designate and remove personnel necessary for the maintenance, repair and replacement of the common elements and to engage such other services necessary and proper for, and incidental to, the operation of the premises as deemed advisable by the Board.
- j. To engage the service of a managing agent at compensation established by it to perform such duties and services as it shall authorize and to delegate any of its powers and duties as provided in this section as the Board deems advisable, provided such delegation shall not conflict with any applicable laws and provided further that any management agreement may be terminated by either party, without penalty, upon ninety (90) days' notice.
- k. To procure fidelity bonds covering all officers and employees of the Council handling and responsible for the Council's fund and personal property, and to procure Directors and Officers Liability Insurance if the Board deems it advisable. The Council shall pay the premiums for such bonds and insurance as common expenses.
- l. To perform any and all duties imposed on the Board by applicable law.
- m. To determine policies and to adopt house rules and regulations governing the details of the operation and use of the premises, including the common and limited common elements and to amend such house rules and regulations from time to time as the Board deems advisable.



Section 6. VACANCIES, SUCCESSOR AND SUBSTITUTE DIRECTORS. If any permanent vacancy shall occur in the Board through death, resignation, removal or other cause and unless a special meeting of the Council called for such purpose fills such vacancy, the remaining directors shall elect a successor director to fill such vacancy and to hold office until the next annual meeting of the Co-Owners. At such annual meeting, the Co-Owners shall elect the successor director to fill such vacancy and to hold office for the un-expired portion of the term.

In case of a temporary vacancy due to the absence of any director from the State of Iowa or the sickness or disability of any director, the remaining directors by majority vote of the remaining members, may appoint a substitute director who shall be a director during such absence or disability and until such directors returns to duty. The determination by the Board, as shown in the minutes, of the fact of such absence disability and the duration thereof shall be conclusive.

Section 7. COMPENSATION OF MEMBERS OF BOARD. There shall be no compensation paid to members of Board for acting as such, but they shall be reimbursed for expenses incurred by them.

Section 8. LIABILITY AND INDEMNIFICATION OF MEMBERS OF BOARD. The directors and officers shall be free from all personal liability for any acts done on behalf of the Council and in the capacity of a director or officer or for any losses incurred by the Council or the Co-Owners of the townhome units unless the same shall have occurred through their willful negligence or misconduct. Every director and officer shall be indemnified by the Council against all reasonable costs, expenses and liabilities (including attorney fees) imposed upon him in connection with any claim, suit, proceeding or investigation of whatever nature by reason of his being or having been a director or officer of the Council as common expenses, except as liable for willful negligence or misconduct in the performance of his duties as director or officer. The foregoing right of indemnification shall inure to the benefit of the heirs, administrators and executors of such person.

## ARTICLE VI

### OFFICERS

SECTION 1. ELECTION OF OFFICERS. The officers of the Council shall be elected annually by the Board at the Annual Meeting to be held immediately following the annual meeting of the Council and shall hold office at the pleasure of the Board.

Section 2. DESIGNATION. The principal officers of the Council shall be a President, a Vice President, a Secretary and a Treasurer, all of who shall be elected by the Board and shall serve as such officers without compensation. Any member of the Board may at the

same time hold the positions of any two (2) officers, except President and Vice President. The Board may appoint an assistant treasurer and an assistant secretary if in the judgment of the members of the Board, they deem same to be necessary and may provide for payment of compensation to an assistant treasurer or an assistant secretary.

Sections 3. REMOVAL OF OFFICERS. Upon an affirmative vote of a majority of the members of the Board, any officer or an assistant thereto may be removed, either with or without cause, and his successor elected at any regular meeting of the Board called for such purpose.

Section 4. PRESIDENT. The President shall be the chief executive officer of the Council. The President shall preside at all meetings of the Board and of the officers of the Council. The President shall have all of the general powers and duties that are usually vested in the office of president including but not limited to the power to appoint committees from among the owners from time to time as the President may decide to appoint to assist in the conduct of the affairs of the Council.

Section 5. VICE PRESIDENT. The Vice President shall take the place of the President and shall perform said duties whenever the President shall be absent or unable to act. If neither the President nor Vice President is able to act, the Board shall appoint some other member of the Board to do so on an interim basis. The Vice President shall also perform such other duties as shall from time to time be imposed upon the Vice President by the Board.

Section 6. SECRETARY. The Secretary shall keep the minutes of all meetings of the Board and Council; shall have charge of such books and papers as the Board and Council may direct; and shall in general, perform all the duties incident of the office of Secretary.

Section 7. TREASURER. The Treasurer shall have responsibility of Council funds and securities and shall be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Council. The Treasurer shall be responsible for the deposit of all monies and other valuable effects in the name and to the credit of the Council in such depositories as may from time to time be designated by the Board. The Treasurer without prior approval of the Board may make expenditures of funds of the Council up to \$ 250 for any one item; however, an expenditure exceeding the sum of \$250 must have the approval of the majority of the Board.

## ARTICLE VII

### MANAGING AGENT

Unless prohibited by law, any power and duties of the Board and officers, which are delegated to the managing agent or agents pursuant to these Bylaws, shall be exercised and performed by the managing agent or agents in the place and instead of the Board.

The members of the Board shall not be liable for any omission or improper exercise by the managing agent or agents of any such powers and duties to delegated by written instrument executed by a majority of the Board.

Any contract between the Board and managing agent shall provide that it can be terminated, without penalty, upon ninety (90) days' notice by either party.

The managing agent or agents shall be an individual, firm, partnership or corporation authorized to do business in the State of Iowa.

## ARTICLE VIII

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

The ownership, use, occupation and enjoyment of each apartment and the common elements of the Association shall be subject to restrictive covenants, conditions, easements or other encumbrances of record and to the provisions of the Bylaws of Glen Park Town Homes, these By-Laws and all statutes or ordinances legally applicable to the Association.

Section 1. EASEMENTS AND LICENSES. Easements and licenses for installation and maintenance of utilities and drainage facilities are reserved as shown on the recorded plot. Within these areas no structures, planting or other material shall be permitted to remain which may damage or interfere with the installation and maintenance of utility access to meters, shut off valves and other things or which may change the direction of flow of drainage channels in the easements or which may obstruct or retard the flow of water through drainage channels in the easements. The easement and license area of each unit and all improvements in it shall be maintained continuously by the owner of the unit, except for the improvements for which a public authority or utility company is responsible. Service areas are for the purpose of allowing the utility access to meters, shut off valves, and other things associated with the service provided by the utility.

An express easement is also hereby dedicated to the Council over any patio, courtyard or other exterior premises or within any dwelling unit for purpose of access or maintenance of the exterior of the structure, including but not limited to, roofing, gutters, flashing, shutters and exterior or party walls.

Section 2. NONDISCRIMINATION. The covenants and restrictions contained herein are in no way intended to be used or to be interpreted so as to discriminate on the basis of race, color, creed, sex or national origin.

Section 3. DURATION; The covenants and restrictions herein shall run with and bind the land and shall inure to the benefit of and be enforceable by the Board of the Owner of

any land subject to these By-Laws, their respective legal representatives, heirs, successors and assigns, for the duration of this association.

## ARTICLE IX

### MAINTENANCE, ALTERATION AND IMPROVEMENT

Section 1. TERMS. Although the same are not susceptible to precise delineation and the use of one shall not be deemed to exclude the applicability of another unless specifically so stated or required by the content, certain terms are employed in this Article as follows: "Maintenance" is generally used to include all repair, renovation, restoration, reconstruction or rebuilding as may be necessary to maintain the partnership units and townhome property in the same or better condition as when these By-laws are adopted; "Alteration" relates to changes from such state or other than maintenance: Improvement relates generally to the addition of new structures, elements, or facilities other than those referred to in this or any supplemental declaration. The provisions of this Article are applicable where the work done or required is not caused by a specific casualty but shall also apply in the event of maintenance, alteration or improvement necessitated by casualty or condemnation unless different provisions are specifically made in the townhome documents dealing with such contingencies.

#### Section 2. MAINTENANCE BY THE COUNCIL OF CO-OWNERS OF GLEN PARK TOWN HOMES

- a. All common elements and facilities limited or general shall be maintained by the Council as common expense unless responsibility is otherwise imposed on the apartment owner as in paragraph 3 of this Article or otherwise.
- b. Incidental damage caused to an apartment through maintenance by the Council shall be repaired by the Council as a common expense
- c. If an apartment owner defaults in his responsibilities of maintenance, the Council shall assume the same as a common expense and levy a special assessment against the apartment collectible as other assessments.
- d. All elements shall be considered common and maintained by the Council except those specified under paragraph 3 of this Article, "Maintenance by Co-Owner" and paragraph 4 of this Article. "Maintenance of Limited Common Elements".

Section 3. MAINTENANCE BY OWNER OR CO-OWNER. The owner or co-owner of a town home unit (hereinafter referred to as owner) at owner's expense shall keep the interior as well as all fixtures and appliances located therein of each town home unit and garage unit appurtenant thereto in good order and repair and shall be responsible for any damage or loss caused by failure to observe or perform this covenant. Each owner shall be responsible for the repair, maintenance and replacement of all glass and screens appurtenant to said owner's apartment; it being understood that the only Council

maintenance of exterior doors shall be the painting or finishing of the exterior surfaces thereof. The owner shall also be responsible for any damage caused by owner to the common elements by the negligent use thereof. The owner shall be responsible to maintain at owner's expense any personal items such as carpet, furnishings and plug-in appliances located within a unit. Each apartment owner at owner's expense shall also maintain any fixtures or equipment such as heating units, furnaces, air conditioning units and plumbing fixtures. Other limited common elements such as patios, decks, balconies, garage doors which are constructed by developers but exclusively for the use and possession of one apartment are to be maintained by unit owner. The apartment owner shall likewise maintain at owner's expense any improvements or alterations subsequently added by owner, and it shall be owner's 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 Council or as to which the Council otherwise has authority to maintain. Each owner shall have the right at owner's sole cost and expense, to paint, paper, panel, plaster, tile, finish and do other such work on the interior surfaces of the ceilings, floors and walls, to substitute new finished surfaces for the finished surfaces then existing on said ceilings, floors and walls and to finish, alter or substitute any plumbing electrical or other such fixtures attached to said ceiling, floors and walls, provided; however, that this section shall not be construed as permitting interference with or damage to the structural integrity of the building or interference with the use and enjoyment of the premises by other owners nor shall it be construed to limit the intent expressed in Article VIII.

Section 4. MAINTENANCE INVOLVING MORE THAN ONE APARTMENT. If maintenance is required involving maintenance, repair, renovation, reconstruction, restoration or rebuilding of more than one apartment, the Council in order to provide centralized direction, may assume supervisory responsibility therefore, and provide for such supervisory expense as a common expense.

Section 5. ALTERATION OF IMPROVEMENTS BY APARTMENT OWNER OR CO-OWNER. No apartment owner shall make any structural alteration or improvement to owner's apartment or any common element therein or facility or remove any portion thereof until after ninety (90) percent of all townhome units have been sold by the developers, then thereafter only with the approval of the Council hereinafter provided. An owner desiring to make such alterations must apply to the Board in writing for permission to do so and shall submit sufficient plans and specifications to enable the Board to make a full evaluation of the proposed alteration or improvement and in any event, no such alteration or improvement shall be made unless the Board shall specifically approve the design and safety thereof. No work by an owner may be permitted which may jeopardize the soundness of the building. Any alteration or improvement of an apartment shall not increase the undivided interest of any owner in the common elements of the appurtenances to the apartment. The provisions of this Section 5 shall not apply to units owned by the developer until such units shall have been initially sold by the developer and paid for.

Section 6. ALTERATIONS AND IMPROVEMENTS BY COUNCIL OF CO-OWNERS. There shall be no alterations of the apartment buildings or garage units nor further improvements added to the lands or common elements or apartment units by the Council except upon the question being put to a vote of the Council and which may be done only if seventy-five (75) percent of the votes are cast in favor thereof and the dissenting co-owners are relieved from the cost and their share of the cost is borne by the assenting co-owners. An alteration or improvement pursuant to this paragraph shall not alter the interest appurtenant to each apartment in the common elements and such interest shall remain as before, irrespective of whether the owner voted in favor or against the alteration or improvement.

Section 7. LIMITATION OF ACCESS AND USE: during the development phase of this project, Owners shall have no right of access to or use of undeveloped common areas that have not been designated to the Council of Co-Owners pursuant to Article X, Section I of these Bylaws. As control of the common area is transferred to the Council of Co-Owners under Article X, Section 1 of these Bylaws, this restriction shall terminate as to the property so designated by the Developer, but shall remain in full force and effect as to all other common areas not so designated.

## ARTICLE X

### OBLIGATION OF THE OWNERS

Section 1. ASSESSMENTS. All owners are obligated to pay monthly assessments imposed by the Board of the Council to meet all common area expenses. Including liability insurance premiums and insurance premium for casualty losses. The assessments shall be made based on an equal 1/9<sup>th</sup> share of the total, with each unit having an equal share. The Developer shall determine the level of care to be given to the undeveloped area until the area is developed. Developer may transfer control to the Council of Co-Owners of so much of the total common area as Developer may designate and such designation shall terminate the Developer's responsibility for designated common area and the building, including but not limited to the payment of assessments.

Such assessment may include monthly payments to a general operating reserve fund, part of which may be allocated to a reserve fund for contingencies. Each owner will voluntarily pay said monthly assessment to the Treasurer and upon failure to do so shall be subject to the provisions of Section 2 of this Article. Before they become delinquent, all owners shall pay the real property taxes and special assessments which will be levied on their respective apartments under the provisions Section 499B.11 of the Code of Iowa. All utilities used in each apartment shall be metered separately and the owner of the apartment shall pay the expense of said utilities directly to the supplier or suppliers thereof.

Section 2. LIEN AGAINST OWNER OF UNIT. All sums assessed by the Board but unpaid for the share of the common expenses chargeable to an apartment shall constitute a lien on such apartment prior to all other liens except only (1) tax liens on the apartment

in favor of any assessing unit and special district and (2) all sums unpaid on a first mortgage of record. Such lien may be foreclosed by suit by the Board of the representative thereof, acting on behalf of the apartment owners in like manner as a mortgage of real property. In the event of any such foreclosure, the apartment owner shall be required to pay a reasonable rental for the apartment and the plaintiff in such foreclosure shall be entitled to the appointment of a receiver to collect the same. The Board or their representatives thereof, acting on behalf of the apartment owners, shall have the power to bid on the apartment at foreclosure sale and to acquire and hold, lease, mortgage and convey the same. Suit to recover a money judgment with unpaid common expenses shall be maintainable without foreclosing or waiving the lien securing the same.

Section 3. LIABILITY OF GRANTOR AND GRANTEE FOR UNPAID COMMON EXPENSES AND TOWN UNITS EXPENSES. In a voluntary conveyance, the grantee of a town home unit shall be jointly and severally liable with the grantor for all unpaid assessments against the latter for his share of the common expenses and town home unit expenses up to the time of the grant or conveyance, without prejudice to the grantee's right to recover from the grantor the amounts paid by the grantee therefore. However, any such grantor and grantee shall be entitled to a statement from the Board setting forth the amount of the unpaid assessments against the grantor for such share and neither such grantor nor such grantee shall be liable for nor shall the town home unit conveyed be subject to a lien for any unpaid assessments for common expenses and town home unit expenses against the grantor in excess of the amount therein set forth.

Section 4. RIGHT OF ENTRY. An owner shall grant the right of entry to the management agent or to any other person authorized by the Board or the Council in case of any emergency originating in or threatening owner's apartment, whether the owner is present at the time or not.

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

Section 5. SPECIAL ASSESSMENTS FOR CAPITAL IMPROVEMENTS. In addition to the annual assessments authorized herein, the Board or Council may levy in any assessment year a special assessment applicable to that year only for the purpose of defraying, in whole or in part, the cost of any construction or reconstruction, unexpected repair or replacement of a described capital improvement upon the common properties including the necessary fixtures and personal property relating thereto, necessary fixtures and personal property relating thereto, PROVIDED THAT any such assessment shall have the assent of three-fourths (2/4) of the votes of the Council who are voting in person or by proxy at a meeting duly called for this purpose, written notice of which shall be sent to all members at least thirty (30) days in advance and shall set forth the purpose of the meeting.

Section 6. EASEMENTS FOR ENCROACHMENTS –UNITS AND COMMON ELEMENTS In the event any portion of the common elements encroaches upon any unit or any unit encroaches upon the common elements or another unit as a result of the construction, reconstruction, repair, shifting, settlement or movement of any portion of the improvements, a valid easement for the encroachment and for the maintenance of the same shall exist as long as the encroachment exists.

## ARTICLE XI

### BOOKS AND RECORDS

Section 1. DOORS AND RECORDS. The Council shall keep all appropriate books and records to accurately show the financial position of the Council and its legal obligations.

Section 2. AVAILABILITY. The Council shall make available to units owners, lenders and the holders and insurers of the first mortgage on any unit current copies of the Declaration, Bylaws and other rules governing the townhome and other books, records and financial statements of the Council. The Council shall also make available to prospective purchasers current copies of the Declaration, Bylaws, other rules governing the town home and the most recent annual audited Financial Statement if such is prepared. "Available" shall mean available for inspection upon request during normal business hours or under other reasonable circumstances.

## ARTICLE XII

### INSURANCE, DAMAGE OR DESTRUCTION

Section 1. FIRE INSURANCE. The Council shall procure and maintain from a financially responsible company or companies qualified to do business in Iowa (and if necessary, to procure the required overage from other companies) a policy or policies (herein called "The Policy") of fire insurance with extended coverage for as nearly as practicable to one hundred (100) percent of the insured value of the buildings and/or other structures and/or building service equipment, including deductions for depreciation (such value to be determined annually), and to exclude property of every kind and description which undergoes damage by fire below the level of contiguous ground and covered by earth or other material, the lowest basement floor of the buildings and/or structures] except for wiring therein when beneath the buildings and/or structures and for the name of the Council as insured as trustee for each of the common elements and units in proportion to their respective common interests in the common elements and units.

Such policy:

- a. Shall contain no provision limiting or prohibiting other insurance by the co-owner of any unit and shall provide that the liability of the insurer shall not be affected



by, nor shall the insurer claim any right of setoff, counterclaim, apportionment, peroration, or contribution by reason of any such other insurance.

- b. Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board, or if obtainable shall contain no provision relieving the insurer from liability by reason of any breach of warranty or condition caused by the Board or the Co-Owner or tenant of any unit or by reason of any act or neglect of the Board or the Co-Owner or tenant of any town home unit.
- c. Shall provide that the policy may not be canceled whether or not requested by the Board) except by giving to the Board and to the owner or each town home unit and the holder of any recorded mortgage who shall have requested such notice of the insurer in writing, addressed to him at the premises, thirty (30) days' written notice of such cancellation.
- d. Shall contain a provision waiving any right of subrogation by the insurer to any right of the Council against the Co-Owner or lessee of any town home unit.
- e. Shall contain a provision waiving any right of the insurer to repair, rebuild and replace, if a decision is made pursuant to Section 2 (b) of this Article XII not to repair, reinstate, rebuild or restore the same or destruction. Shall contain a standard mortgage clause which:
  - 1. Shall name the holder of any mortgage affecting any town home unit whose name shall have been furnished to the Board.
  - 2. Shall provide that the insurance as to the interest of the mortgage shall not be invalidated by any act or neglect of the Board or the owner, Co-Owner or tenant of any unit
  - 3. Shall waive any requirement invalidating such mortgage clause by reason of the failure of the mortgagee to notify the insurer of any hazardous use or vacancy, any requirement that the mortgagee pay any premium (provided however, in case the Board shall fail to pay the premium due or to become due under the policy, the mortgagee may pay the same prior to the effective date of termination of the policy), any contribution clause and any right to be subrogated to the rights of any mortgagee against the owner, Co-Owner or lessee of any town home unit or the Board or to require an assignment of any mortgage to the insurer, except that the insurer will have the right of subrogation to the extent of insurance proceeds received by and retained by the mortgagee if the insurer shall claim no liability as to the mortgager or owner or Co-Owner but without impairing mortgagee's right to sue.

4. Shall provide that without affecting the protection afforded to the mortgagee by such mortgagee clause, any proceeds payable under such clause shall be payable to the Council or to an Insurance Trustee as provided by the Bylaws; and
5. Shall provide that any reference to a mortgage in the policy shall include all mortgages on any unit, in order of preference.

Section 2. PUBLIC LIABILITY INSURANCE. The Board shall procure and maintain from a financially responsible company or companies qualified to do business in Iowa (and if necessary, to produce the required coverage from other companies) a policy or policies (therein called "The Policy") of Public Liability Insurance to insure the Board, each unit owner as the owner of the common interest and the Managing Agent or agents and other employees of the Council against claims for personal injury and property damage arising out of the existence of premises or operations or contractors or construction work under a Comprehensive General Liability form to include (1) coverage of Automobile Liability for owned-hired or non-owned automobiles, (2) Water Damage Legal Liability and (3) Fire Damage Legal Liability. Said insurance shall name owners, co-owners and employees as aforesaid as additional insureds, it being understood and agreed that the insurance will exclude coverage for the personal activities of owners, Co-Owners of the town home units and employees as aforesaid and for liability arising out of the ownership of individual town home units. Said insurance shall be for such limits as the Board may decide. Such policy:

- a. Shall contain no provision relieving the insurer from liability because of loss occurring while the hazard is increased in the building, whether or not within the control or knowledge of the Board or by any breach of warranty or condition caused by the Co-owner of any town home unit or by any act or neglect of the owner or tenant of any town home unit.
- b. Shall provide that the policy may not be cancelled (whether or not requested by the Board) except by giving to the Board and to the Co-Owner of each town home unit who shall have requested such notice of the insurer in writing, addressed to him at the premises, thirty (30) days' written notice of such cancellation.

Section 3. ADDITIONAL INSURANCE. The Board may also procure insurance against such additional risks, as the Board may deem advisable for the protection of the town home unit owners of a character normally carried with respect to such properties.

Section 4. INSURANCE REVIEW. The Board shall review not less frequently than annually the adequacy of its insurance program and shall report in writing the Board's conclusions and action taken on such review to the owner of each town home unit and to the holder of any mortgage on any town home unit who shall have requested a copy of

such report. At the request of any mortgagee of any townhome unit, the Board shall furnish to such mortgagee a copy of the Policy described in paragraph (a) of this Section 1 and have any policy to which a mortgagee endorsement shall have been attached pursuant to paragraph (c), copies of every policy of insurance procured by the Board shall be available for inspection by any town home unit owner (or contract purchaser) at the office of the managing Agent or agents.

Section 5. OWNER'S INSURANCE. Any such coverage procured by the Board shall be without prejudice to the right of the owners of the town home units to insure such town home units and the contents thereof for their own benefit at their own expense. Neither the Council nor the Board will provide insurance coverage for the contents of a unit. Insurance coverage on furnishings and other items of personal or other property belonging to an owner and public liability coverage within each unit shall be the sole and direct responsibility of the unit owners thereof. All policies of insurance carried by owners shall contain waivers of subrogation.

Section 6. DAMAGE, DESTRUCTION AND REPLACEMENT. In the event of damage to or destruction of all or any part of the building, all available insurance proceeds, including proceeds received from damage to the building on any policy taken out by the Council or the Board shall be held in trust by the Board or, in any cause described in subparagraph (c) of this Section, by the Insurance Trustee to repair, reinstate, rebuild or replace the building (herein called "the work") in accordance with the original plans and specifications or if the work according to the original plans and specifications is not permissible under the applicable laws and regulations, then in accordance with other plans and specifications prepared by the Board on behalf of all the owners and approved by the owners of not less than a majority in interest of the common interests in the premises. In the event of any deficiency between said insurance proceeds and the cost of the work, each owner of a town home unit shall pay his proportionate share of said deficiency as common expenses. The Board shall have the authority as agent of all owners to enter into contract or contracts to accomplish the work. Nevertheless in the event that after damage to or destruction of all or any part of the building, the Board and the owners of not less than two-thirds than fifty-one (51) percent of the common interests shall determine that such damage or destruction shall not be rebuilt, repaired or restored on in the event substantial damage to or destruction of common elements shall not have been rebuilt, repaired or restored within a reasonable time after occurrence thereof, the premises shall be subject to an action for partition by any owner or a common interest or lien as if owned in common, in which event the premises shall be sold and the net proceeds of sale, together with the net insurance proceeds, shall be considered as one fund and shall be divided among all town home unit owners in proportion to the respective common interests, provided that no payment shall be made to a town home unit owner until there has been paid from his share of such net proceeds all liens on his unit and the premises shall be removed from the Association.

Except in the circumstances described in subparagraph (b) of this paragraph, if the cost of the work (as estimated by the Board) shall exceed \$ 10,000 and the holder of any mortgage or mortgages on a townhome unit or units so affected (herein called "the

mortgagee”) shall so require, all proceeds of insurance shall be paid over not to the Board but to a trust company authorized to do business in the State of Iowa and selected by the Board (herein called “the Insurance Trustee”) and shall be paid out from time to time or at the direction of the Board as the work progresses, but subject to the following conditions:

- a. The work shall be in the charge of an architect or engineer (who may be an employee of the Board) and before the Board commences any work, other than temporary work to protect property, the mortgagee shall have approved the plans and specifications for the work to be submitted by the Board, which approval shall not be unreasonably withheld or delayed.
- b. Each request for payment shall be made on seven (7) days’ prior notice to the Insurance Trustee and shall be accompanied by certificate to be made by such architect or engineer stating:
  1. That all of the work completed has been done in compliance with the approved plans and specifications.
  2. That the sum requested is justly required to reimburse the Board for payments by the Board to or is justly due to, the contractor, subcontractors, material, men, laborers, engineers, architects or other persons rendering services or materials for the work (giving a brief description of such services and materials.)
  3. That when added to all sums previously paid out by the Insurance Trustee the sum requested does not exceed the value of the work done to the date of such certificate.
- c. Each request shall be accompanied by waivers of liens satisfactory to the Insurance Trustee covering that part of the work for which payment or reimbursement is being requested and by a search prepared by a title company or licensed abstractor or by other evidence satisfactory to the Insurance Trustee, that that has not been filed with respect to the premises, any, mechanics’ or other liens or instrument for the retention of title in respect to any part of the work not charged of record.
- d. The requests for any payment after the work has been completed shall be accompanied by a copy of any certificate or certificates required by law to render occupancy of the premises legal.
- e. The fees and expenses of the Insurance Trustee as determined by the Board and the Insurance Trustee shall be paid by the Council as common expenses and such fees and expenses may be deducted from any proceeds at any time in the hands of the Insurance Trustee.

- f. Such other conditions not inconsistent with the foregoing as the Insurance Trustee may reasonably request.

## ARTICLE XIII

### OTHER PROVISIONS

Section 1. COVENANT TO OBEY LAWS. The Co-Owner of each town home unit shall observe, comply with and perform all rules, regulations, ordinances and laws made by the Board of Health and any other governmental authority of the municipal, state and federal government applicable to the premises.

The foregoing paragraph shall apply to all Co-Owners of the town home units, tenants of such owners, employees of owners and tenants and any other person who may in any manner use the premises or any part thereof.

Section 2. HOUSE RULES AND REGULATIONS. The house rules and regulations governing the details of operation and use of the common elements shall be adopted and from time to time amended by two-thirds (2/3) vote of the Board. Any owner of a town home unit shall have the right to propose any amendment to such rules and regulations by directing a request in writing to the Board or any member of the Board. The Board, upon notice of such written request, shall consider such proposal and shall record its action on such proposal in the minutes of the meeting at which the action was taken.

Section 3. NOTICES. Except as otherwise provided in these Bylaws, any notice permitted or required to be given to the owner of a town home unit may be given in writing personally to such owner or to any one of them if such owner is more than one person or deposited in the United States mail, postage prepaid, addressed to such owner at his most recent address as it appears in the records of the Board and said notice shall be deemed to be delivered when delivered personally as aforesaid or deposited in the United States mail as aforesaid.

Section 4. TRANSFER FROM DEVELOPER. Developer may transfer control to the Council of Co-Owners of so much of the total common area as Developer may designate and such designation shall terminate the Developer's responsibility for the designated common area and the building, including but not limited to the payment of assessments. The Council of Co-Owners shall after said designation, assume responsibility for said designated common area. Sale of a unit and recording of a deed to a unit shall constitute a transfer of the unit and the Owner shall assume all responsibilities relating to the unit and limited common area thereafter. The Developer's responsibility for the said unit and limited common area shall terminate upon sale and recording of a deed to a unit.

ARTICLE XIV  
AMENDMENTS

Amendments to the Bylaws shall be proposed and adopted in the following manner:

1. Notice of the subject matter of a proposed amendment shall be included in the notice of any meeting at which a proposed amendment is considered.
2. A resolution adopting a proposed amendment must receive approval of a majority of the votes of the entire membership of the Board and sixty (60) percent of the total votes authorized to the owners by the Declaration. Directors and owners not present at the meetings considering the amendment may express their approval in writing.
3. Either the Board or the Council of Co-Owners may propose an amendment and after being proposed and approved by one such body, it must be approved by the other.
4. An amendment when adopted shall become effective only after being recorded in the Pottawattamie County Recorder's office.
5. These Bylaws shall be amended, if necessary, so as to make the same consistent with the provisions of the recorded covenants.
6. Anything contained in these Bylaws or in the Declaration to the contrary notwithstanding, Developer or his successors have the right to amend these Bylaws for the clarification hereof for the benefit of all unit owners without the requirement of unit owners' approval until ninety (90) percent of the proposed units are sold and paid for: provided that it obtains the prior written consent of at least fifty-one (51) percent of all first mortgages on all of the units in the Glen Park Town Home Association: provided further that if such modification is for the addition of units or lands to the Town Home Association pursuant to the power reserved to the grantor in the By-Law, the prior written consent of at least fifty-one (51) percent of all first mortgages on all units in the Town Home Association shall not be required.

ARTICLE XV  
ENFORCEMENT

The violation of any rule or regulation adopted by the Council or Board or the breach of any of these Bylaws, covenants and restrictions shall give the Board the right, in addition to any other rights set forth in these Bylaws:

- a. To enter into the unit in which or as to which such violation or breach exists and to similarly abate and remove at the expense of the defaulting unit owner any structure, thing or condition that may exist therein contrary to the intent and meaning of the provisions hereof and the Board of Administrators shall not thereby deemed guilty in any manner of trespass.
- b. To enjoin, abate or remedy by appropriate legal proceedings, either at law or in equity, the continuance of any such breach.
- c. To deny partially or wholly access to, benefit from, or use of all or any facilities, functions, or services; or suspend, partly or wholly all or any rights or privileges of membership, or to take any other disciplinary action directed by the Board.

#### ARTICLE XVI

These Bylaws are set forth to comply with the requirements of the Code of Iowa. In case any of these Bylaws conflict with provisions of said statutes or any other rules of law, it is Hereby agreed and accepted that the provisions of the statute or law will apply and the Bylaws conflicting therewith will be deemed inoperative and null and void without invalidating the remaining Bylaws.

The foregoing were adopted this 1st day of April, 2011 by the Grantor as owner of all units in Glen Park Town Home Development, as the Bylaws applicable to the Glen Park Town Homes.

TWEEDT ENGINEERING AND  
CONSTRUCTION, INC.

*M. L. Tweedt*

BY

M.L. TWEEDT

*Douglas E. Tweedt*

BY

DOUGLAS E. TWEEDT

STATE OF IOWA

)  
) SS  
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COUNTY OF POTTAWATTAMIE

On this 1st day of April, 2011, before the undersigned, a Notary Public in and for said State, personally appeared M.L. Tweedt and Douglas E. Tweedt, to me personally known, who being by me duly sworn on oath, did say they are the Vice President and President of said corporation executing this within and foregoing instrument; that no seal has been procured by the said corporation; that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and that the said M.L. Tweedt and Douglas E. Tweedt 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.

Notary Public in and for said State  
My commission expires: 4-26-11

*Therese Hoff*

