DECLARATION OF SUBMISSION OF PROPERTY TO HORIZONTAL REGIME ESTABLISHING A PLAN FOR CONDOMINIUM OWNERSHIP OF PREMISES

This Declaration of Submission of Property to the Horizontal Property Regime established by Chapter 499B, The Code of Iowa, is made and executed in Iowa City, Johnson County, Iowa this 6th day of October 2003, by Cardinal Investments, L.L.C., an Iowa limited liability company, hereafter referred to as "Declarant."

W I T N E S S E T H :

WHEREAS, Declarant is the owner of certain real property located in Johnson County, Iowa, legally described as follows:

Lots 3 and 4, Coralville Industrial Park No. 2, Fourth Addition, Coralville, Iowa, according to the plat thereof recorded in Book 39, Page 4, Plat Records of Johnson County, Iowa,

and;

WHEREAS, Declarant is the owner of the above-described real estate and buildings and other improvements built, or to be built upon said real estate and it is the desire and the intention of the Declarant to divide the project into condominiums and to sell and convey the condominium units to various purchasers pursuant to the provisions of the Horizontal Property Act, and to impose upon said property mutually beneficial restrictions, covenants, and conditions; and

WHEREAS, Declarant desires and intends to submit all of the above described property and buildings and improvements constructed thereon, together with all appurtenances, to the provisions of the Horizontal Property Act as a condominium project,

NOW, THEREFORE, Declarant hereby publishes and declares that all property described above is held and shall be held and conveyed subject to the following covenants, conditions, uses, limitations and obligations, all of which are declared and agreed to be in furtherance of a plan for the improvement of said property and the division thereof into condominiums and shall be deemed to run with the land and shall be a burden and a benefit to the Declarant, its successors and assigns and any person acquiring or owning an interest in the real property and improvements, its grantees, successors, heirs, executors, administrators, devisees and assigns.

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Johnson County Iowa
Kimberly A. Painter County Recorder
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ARTICLE I

A. Definitions

1. Declarant. The term "Declarant" shall mean Cardinal Investments, L.L.C., an Iowa limited liability company, the maker of this Declaration.

2. Declaration. The term "Declaration" shall mean this instrument by which Cardinal Condominiums is established as provided under the Horizontal Property Act.

3. Project. The term "project" shall mean the entire parcel of real property referred to in this Declaration to be divided into condominiums, including all structures thereon.

4. Unit. The term "unit" shall mean one or more rooms occupying all or part of a floor or floors intended for use as an identifiable space and not owned in common with other owners in the regime. The boundary lines of each unit are the interior surfaces of its perimeter walls, bearing walls, floors, ceilings, windows and window frames, door and door frames, and trim, and includes the portions of the building so described in the air space so encompassed. There are currently thirty-seven (37) units within this project shown and designated on the attached Exhibit "A".

5. General Common Elements. The term "general common elements" shall have the meaning as defined in Article IV of this Declaration.

6. Limited Common Elements. The term "limited common elements" shall have the meaning as defined in Article V of this Declaration.

7. Building. The term "building" shall mean the structural improvements located on the land, forming part of the real estate and containing units as more particularly described in paragraph 2 of Article II of this Declaration.

8. Condominium. The term "condominium" means the entire estate in the real property owned by an Owner, consisting of an undivided interest in the Common Elements and ownership of a separate interest in a unit.

9. Owner. The term "owner" means any person with an ownership interest in a unit in the project.

10. Council of Co-Owners. The term "council of co-owners" means all the co-owners of the units and is otherwise known and synonymous with the term "association".

11. Association. The term "association", if not otherwise designated, means the same as the "council of co-owners" as defined in Paragraph 10 hereof and refers to Cardinal Condominiums Owners Association and its successors.

12. Condominium Documents. The term "condominium documents" means this Declaration and all exhibits attached hereto including the Bylaws of the Association.

13. Plural and Gender. Words and phrases herein shall be construed as in the singular or plural number, and as masculine, feminine, or neuter, according to the context.

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

15. Incorporation. Exhibits attached hereto and referred to herein are hereby made a part hereof with the same force and effect as other provisions of this document.

B. Development Phases

1. General. The project is being developed in two phases as follows: Building 1, located at 2000 James Street, a thirty-six unit building is completed at the time of this Declaration. A second building containing 1 unit may be constructed hereafter. Nonetheless, this Declaration shall apply to and be binding upon all buildings and all 37 units subject to the special provisions in this Article.

As each building is constructed, the Declarant shall construct the additional required land improvements including, but not limited to, sidewalks, driveways, parking areas, signage, mail boxes, and landscaping as may be required by the City of Coralville, Iowa, for obtaining a certificate of occupancy for each building as it is constructed and completed.

The Declarant, or its successor or assigns, shall have the perpetual right to construct the additional buildings and improvements as described in this Declaration.

2. Special Provisions.

(a) Until such time that any building has been fully constructed and a certificate of occupancy issued by the City of Coralville, Iowa, no assessments for maintenance or any association expenses shall be chargeable to the association for any said building or shall be made against any units in said building. Until such time as the certificate of occupancy is issued, the Declarant shall retain sole responsibility for all expenses associated with incomplete units and the limited common elements adjacent thereto. After the certificate of occupancy is issued for a building, the Board of Directors for the association shall assess and collect fees from the owners of the units in said building with all such owners in completed buildings sharing the common expenses on a prorata basis. However, even if any units in this condominium regime are not complete or no certificate of occupancy has been issued, assessments shall be made against all said units, whether they are complete or not, effective June 1, 2010.

(b) Building 1 has been and any subsequent building shall be constructed in substantially the same manner as shown by the building plans marked Exhibit "D" and incorporated herein. However, Declarant reserves the right to file amended building plans for said building in the event that the actual construction deviates from the Declarant's intentions. Declarant also reserves the right to file an amended Exhibit "B" to show the correct location of said building and such amended exhibits need not be approved by the owners of any condominium units within the regime.

(c) Further, the Declarant reserves the right to complete all buildings in the condominium regime according to the plans marked Exhibit "D" and may deviate from the plans as long as each condominium unit is substantially the quality as the units shown on Exhibit "D" herein. Declarant reserves the right to construct up to a total of 37 units within regime and may file amended plans - (Exhibit "D") after construction of each respective building has been completed, all without obtaining the approval of any owners of units in this condominium regime. In the same regard, Declarant reserves the right to file an amended Exhibit "B" to show correct locations of any new buildings as they are constructed.

(d) Further, because at the time of the filing of this Declaration, the additional buildings and/or improvements have not yet been fully planned or constructed, the Declarant reserves the right to construct said building and/or improvements in a location and manner consistent with the overall appearance and integrity of the project. The Declarant shall have the right to construct such buildings and improvements without obtaining the approval of the owners of units in the condominium regime.

ARTICLE II

Description of Land, Buildings and Units

1. **Description of Land.** The land submitted to this regime is located in Johnson County, Iowa. The exact legal description is as follows:

Lots 3 and 4, Coralville Industrial Park No. 2, Fourth Addition, Coralville, Iowa, according to the plat thereof recorded in Book 39, Page 4, Plat Records of Johnson County, Iowa.

2. **Description of Building.** The condominium regime consists of two buildings containing a total of 37 units. Building one is a two-story building containing thirty-six (36) units. The first level of the building contains twenty-six (26) units. The second level contains ten (10) units. The address of said building is 2000 James Street, Coralville, Iowa. The building has been constructed to the general specifications in Exhibit "C". The second

building has not yet been constructed but is to contain one (1) unit. Buildings and/or improvements constructed in the future shall be described in an amendment hereto.

3. Description of the Units. Annexed hereto and made a part hereof as Exhibit "A" is a list of all existing units, along with their unit designations, current percentage interest of each unit in the common elements, number of votes per unit in the Association, and current pro rata share of common expenses. Annexed hereto and made a part hereof as Exhibit "B" is a site plan showing the location of each unit and the common elements to which each unit has immediate access. Annexed hereto and made a part hereof is Exhibit "D", a copy of the building plans for the building . Annexed hereto and made a part hereof as Exhibit "C" is a list of the general specifications followed in construction of the building, which together with the definition of the term "unit" in Article I, show the dimensions of each unit.

ARTICLE III

Ownership Interests

1. Exclusive Ownership and Possession by Owner. An owner shall not be deemed to own the undecorated and/or unfinished surfaces of the perimeter walls, ceilings, windows and doors bounding his/her unit, nor shall the owner be deemed to own the utilities running through his/her unit which are utilized for, or serve more than one unit, except as a fractional interest in the common elements. An owner, however, shall have the exclusive right to paint, repaint, tile, wax, paper or otherwise refinish and decorate the interior surfaces of the walls, floors, ceilings, windows and doors bounding his/her unit. However, an owner may not drill, anchor, screw or otherwise permanently attach improvements to the floor of the unit.

Each owner shall be entitled to exclusive ownership and possession of his unit. Each owner shall be entitled to an undivided interest in the Common Elements in the fractional interest expressed in Exhibit "A" of this Declaration, as amended from time to time. The fractional interest in the Common Elements shall not be separated from the unit to which it appertains and shall be deemed to be conveyed or encumbered or released from liens with the unit even though such interest is not expressly mentioned or described in the conveyance or other instrument. Each owner may use the Common Elements in accordance with the purpose for which it is intended, without hindering or encroaching upon the lawful rights of the other owners.

2. Appurtenances. There shall pass with the ownership of each unit as a part thereof, whether or not separately described, all appurtenances to such unit and no part of the appurtenant interest of any unit may be sold, transferred or otherwise disposed of except in connection with the sale, transfer or other disposition of such unit itself or of all units in the regime.

3. Undivided Fractional Interest. An undivided interest in the land and other common elements of the regime, shall be appurtenant to each unit. The amount of such

undivided interest appurtenant to each unit is that percentage that the square footage of each unit bears to the total square footage of all units in the project as set forth in Exhibit "A", as amended from time to time.

4. General Common Elements. Appurtenant to each unit shall be a right to use and enjoy the general common elements.

5. Limited Common Elements. The exclusive use by owners of the limited common elements shall be deemed an appurtenance of the unit or units for which said elements are reserved, provided such use and enjoyment shall be limited to the uses permitted by this Declaration and other condominium documents.

6. Association Membership and Voting Rights. Appurtenant to each unit shall be membership in Cardinal Condominiums Owners Association and one vote in the affairs of the Association and of the regime, provided, however, that the exercise of such voting and membership rights shall be subject to the applicable provisions of the Bylaws of the Association and of the other condominium documents. The action of such Association shall be deemed the action of the owners; and such action, when taken in accordance with the Bylaws of the Association and this Declaration shall be final and conclusive upon all unit owners.

7. Cross Easements. Appurtenant to each unit shall be easements from each unit owner to each other unit owner and to the Association and from the Association to the respective unit owners as follows:

(a) For ingress and egress through the common areas and for maintenance, repair, and replacement as authorized.

(b) Through the units and common facilities for maintenance, repair and replacement or reconstruction of common elements, but access to units shall be only during reasonable hours except in case of emergency.

(c) Through the units and common areas for conduits, ducts, plumbing, wiring and other facilities for the furnishing of utility or other services to the other units or the common areas.

(d) Through the common areas for the septic system and supporting tanks, lines, pipes, decks, or other components servicing the units.

(e) Every portion of a unit contributing to the support of a building is burdened with an easement for such support for the benefit of said building.

ARTICLE IV

General Common Elements

1. Definition and Reservation. The term "general common elements" shall mean and such elements shall consist of the real estate immediately adjacent to and under each unit which is not included in any unit. The general common elements include but are not necessarily limited to the following:

(a) the land on which the building is erected and the airspace above the building;

(b) the access drive and the parking lot;

(c) installations for public utilities, including electric lines, water lines, gas lines, and telephone lines for common use;

(d) the foundations, basements, floors, exterior walls of each unit and of the buildings, ceilings, and roofs, communication ways, and in general all devices or installations existing for common use, except as limited in the next article; and

(e) the common conference room;

(f) recreational greens, plantings and walks.

ARTICLE V

Limited Common Elements

1. Definition. The term "limited common elements" shall mean and such element shall consist of those common elements which are reserved for the use of one or more units by this Article and amendments hereto and such reservations shall be to the exclusion of all other units.

2. **Reservation.** The following common elements are reserved and shall constitute limited common elements:

(a) All exterior walls of the building, all walls and partitions segregating units from other units, interior load bearing walls and all other elements which are structural to a unit are reserved for that unit (or units where partitions separate two units contained in a building).

(b) Mailboxes and storage areas, if any, designated to a particular unit.

(c) Any parking spaces assigned to an individual unit by the Declarant. Said assignment shall be specified in the instrument of conveyance conveying the unit to its initial owner. Thereafter, such parking space/spaces shall be deemed appurtenant to such unit and shall be deemed transferred with any conveyance of such unit. Notwithstanding the right of exclusive use granted to any parking space in connection with the conveyance of a unit, such area shall remain limited common elements and shall be subject to the control of the Association. An Owner has the right to convey parking space/spaces separate or apart from his unit to another unit Owner provided such transfer is by instrument supplied by the Association. Said transfer shall not be effective until said instrument is recorded and a recorded copy delivered to the Secretary of the Association. The Association shall be paid a reasonable fee in connection with said transfer. Any attempt to transfer a parking space other than as outlined above shall be null and void. Owners may lease their parking spaces annually to other owners for a period not in excess of one (1) year.

(d) That part of all sewer, water, electrical, gas, telephone and other utility or service lines, wiring, ducts, conduits, piping, facilities, systems, fixtures and attachments serving just one unit and located entirely within the unit.

(e) Entryways immediately appurtenant to each unit.

3. Exception. Notwithstanding the reservations made by this Article, the design of the buildings, grounds to be submitted, and the integrity and appearance of the regime as a whole are the common interests of all owners, and, as such, shall remain a part of the general common elements.

4. Rights of the Association. The reservation of the limited common elements herein shall not limit any right the association and its agents may otherwise have to alter such limited common elements or to enter upon such limited common elements.

ARTICLE VI

Declarant's Reserved Rights and Powers

1. Declarant's Activities. Declarant is irrevocably and perpetually empowered, notwithstanding any use, restriction or other provision hereof to the contrary, to sell, lease or rent units to any person and shall have the right to transact on the condominium property any business relating to construction, repair, remodeling, sale, lease or rental of units, including but not limited to, the right to maintain signs, employees, independent contractors and equipment and materials on the premises, to use common elements, and to show units. All signs and all items and equipment pertaining to sales or rentals or construction in any unit furnished by the Declarant for sales purposes shall not be considered common elements and shall remain Declarant's separate property. Declarant retains the right to be and remain the owner of completed but unsold units under the same terms and conditions as other owners including membership in the association save for its right to sell, rent or lease.

2. Easements. Declarant expressly reserves perpetual easements for ingress, egress and utility purposes as may be required across and under the land submitted hereby.

ARTICLE VII

Management of The Regime

1. Association; Council of Co-Owners. The operation of the condominium shall be by a membership association. The name of the Association shall be "Cardinal Condominiums Owners Association." Copies of its Articles of Incorporation and Bylaws are attached hereto as Exhibits "E" and "F", respectively. Whenever a vote or other action of unit 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. The action of the Association shall constitute the action of the owners or the Council of Co-owners whenever such action is permitted or required herein or by Chapter 499B of the Code of Iowa.

2. 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 Bylaws of the Association and applicable provisions of other condominium documents, and all agreements, regulations and determinations lawfully made by the Association and its directors, officers or agents shall be binding on all such owners and other persons. A failure to comply with the Bylaws or the provisions of the other condominium documents or any agreement or determination thus lawfully made shall be grounds for an action to recover sums due for damages on the part of the Association or any owner as applicable and any mandatory or other injunctive relief without waiving either remedy.

3. Power of Association. Each owner agrees that the Association has and shall exercise all powers, rights and authority granted unto it, the Council of Co-owners and the owners as a group by Chapter 499B of the Code of Iowa, and such as are more particularly set forth in the condominium documents, including but not limited to, the creation of a lien on units thereof, and acquiring a unit at foreclosure sale and holding, leasing, mortgaging or conveying the same. Each owner hereby waives any rights to delay or prevent such foreclosure by the Association which he/she may have by reason of a homestead exemption.

4. Partition. All unit owners shall be deemed to have waived all rights of partition, if any, in connection with such acquisition.

5. Membership, Voting Rights. The members of the Association shall consist of all of the record owners of units. After receiving the approval of the Association elsewhere required, change of membership in the Association shall be established by recording in the public records of Johnson County, Iowa, a deed or other instrument establishing a record title to a unit in the condominium. The membership of the prior owner shall be thereby terminated. The members of the Association shall be entitled to cast his or her vote(s) for

each unit(s) owned by such member, provided such member is current on all assessments owed to the Association.

6. Restraint upon Assignment. The share of a member in the funds and assets of the Association cannot be assigned, hypothecated or transferred in any manner except as an appurtenance to his unit.

7. Board of Directors. The affairs of the Association shall be conducted by a Board of Directors who shall be designated in the manner provided in the Bylaws. The Board may employ a manager or a managerial service company and delegate various responsibilities to such person as more particularly described in the Bylaws. The management fee shall be a common expense.

8. Discharge of Liability. All owners shall promptly discharge any lien which may hereafter be filed against their condominium unit.

9. Limitation of Association's Liability. The Association shall not be liable for any injury or damage to property whatsoever unless caused by the gross negligence of the Association. No diminution or abatement of common expense assessments shall be claimed or allowed for inconvenience or discomfort arising from the making of repairs or improvements of the common elements or from any action taken to comply with any law, ordinance or orders of a government authority.

10. Indemnification of Directors and Officers. Every director and every officer of the Association shall be indemnified by the Association against all expenses and liabilities, including legal fees, reasonably incurred by or imposed upon him/her in connection with any proceeding to which he/she may be a party, or in which he/she may become involved, by reason of his/her being or having been a director or officer of the Association, or any settlement thereof, whether or not he/she is a director or officer at the time such expenses are incurred, except in such cases wherein the director or officer is adjudged guilty of willful misfeasance or malfeasance in the performance of his/her duties; provided that in the event of a settlement the indemnification herein shall apply only when the Board of Directors approves such settlement and reimbursement as being for the best interests of the Association. The foregoing rights of indemnification shall be in addition to and not exclusive of all other rights to which such director or officer may be entitled.

11. Agent to Receive Service of Process. The following person, who is a resident of the State of Iowa, is designated as agent to receive service of process upon the Association:

Name	Address
Henry C. Herwig	1625 Red Oak Drive Coralville, IA 52241

ARTICLE VIII

Maintenance, Alteration and Improvement

1. **Definitions.** Certain terms used in this Article shall have a meaning as follows, provided any dispute over the characterization of work within one of the following meanings shall be conclusively decided by the Board of Directors of the Association.

(a) "Maintenance" or "repair" shall mean the act of maintaining, restoration, renovation, reconstruction, replacement, rebuilding and similar work necessary to preserve a unit or the property in its original condition as completed.

(b) "Improvement" shall mean the addition of a new structure, element or facility, other than a structure, element or facility otherwise provided for by this Declaration or any Supplementary Declaration.

2. **Maintenance by Association.**

(a) The Association shall maintain all common elements and make assessments therefore as a common expense except where maintenance has been specifically made the responsibility of a unit owner.

(b) The Association shall repair incidental damage caused to a unit through maintenance by the Association and shall assess the cost thereof as a common expense.

(c) The Association shall be responsible for maintaining the plumbing fixtures within the buildings and the furnace and air conditioning units serving the buildings, together with all heating ducts and water lines contained within the building. To the extent that any such maintenance is caused by or is located entirely within one unit, the Association may assess the costs of said maintenance against the owner of said unit and such assessment shall be collectable as if it were an assessment for common expenses.

(d) If the unit owner defaults on his maintenance responsibility, the Association shall assume such responsibility and shall assess the costs thereof against the owner of said unit and such assessment shall be collectible as if it were an assessment for common expenses.

(e) The Association may, in its discretion, assume responsibility for any maintenance project which requires reconstruction, repair, rebuilding, conservation, restoration or similar work to more than one unit and the cost thereof may be, in the discretion of the Association, either assessed against each unit on which said costs were incurred or assessed against all units as a common expense according to the circumstances.

3. **Maintenance by Owner.**

(a) Each unit owner at his own expense shall maintain his unit, shall keep the unit in a clean and sanitary condition, and shall be responsible for the maintenance of all personal property within such unit.

(b) The owner of each unit shall be responsible for maintaining the utilities including but not limited to electrical fixtures or portions thereof located within the boundaries of his unit as well as any utility lines serving the unit even if said lines are located within another unit.

(c) The unit owner shall maintain, at his expense, any improvement or other alteration made by him.

4. Alterations or Improvements by Owner. No unit owner shall make or permit to be made any structural alteration to the building without first obtaining written consent of the Board of Directors of the Association (which consent may be given by general rule or regulation) which shall determine the proper insurance of such improvement or other alteration, and the effect of such improvement or alteration, on insurance of other property of the regime, and which shall arrange with such unit owner for the payment of the cost of any additional insurance thereby required. Alterations to the exterior of any building or common element shall not be made if, in the opinion of the Board of Directors of the Association, such alteration would be detrimental to the integrity or appearance of the regime as a whole. Unit owners shall do no act or work which will impair the structural soundness or integrity of the building or safety of the property or impair any easement. The unit owners specifically shall not drill, screw, shoot or hammer any hole or anchoring device into the floors of the units as said floors contain in-floor heating tubes filled with liquid, which is under pressure. Further, the improvement or alteration of a unit shall cause no increase or decrease in the number of ownership interests appurtenant to such unit.

5. Alterations or Improvements by the Association. Whenever in the judgment of the Board of Directors of the Association, the common elements shall require additions, alterations, or improvements costing in excess of Five Thousand Dollars ($5,000.00) and the making of such additions, alterations or improvements shall have been approved by a majority of the unit owners, the Board of Directors shall proceed with such additions, alterations or improvements and shall assess all unit owners for the costs thereof as a common charge. Any additions, alterations or improvements costing Five Thousand Dollars ($5,000.00) or less may be made by the Board of Directors without approval of unit owners, and the costs thereof shall constitute part of the common expenses.

ARTICLE IX

Conditions of and Restrictions on Ownership, Use and Enjoyment

1. Property Subject to Certain Provisions. The ownership, use, occupation, and enjoyment of each unit and of the common elements of the regime shall be subject to the provisions of the Bylaws of the Association, and this Declaration, all of which provisions irrespective of where set forth or classified shall have equal status and shall be enforceable and binding as a covenant, condition, restriction, or requirement running with the land and shall be binding on and enforceable against each and all units and the owners thereof and their respective assigns, lessees, tenants, occupants and successors in interest.

2. Use of Property. The use of the property shall be in accordance with and subject to the following provisions:

(a) The units are zoned as I-2 and the use of said units shall be limited to uses consistent with said zoning classification. Furthermore, Exhibit A to this Declaration indicates whether each unit is designated as office space or warehouse space and any and all uses of said space must be consistent with said designation.

(b) A condominium may be rented or leased by the owner or his lessee. No lease shall relieve the owner as against the Association and other owners from any responsibility or liability imposed by the condominium documents.

(c) No activity shall be allowed which unduly interferes with the peaceful possession and use of the property by the unit owners or otherwise damages the aesthetic value of the project. Nor shall any fire hazard or unsightly accumulation of refuse be allowed.

(d) Nothing shall be done or kept in any unit or in the common area which will increase the rate of insurance on the common area, without the prior written consent of the Association. No owner shall permit anything to be done or kept in his unit or in the common area which will result in the cancellation of insurance on any unit or any part of the common area, or which would be in violation of any law.

(e) Agents or other contractors hired by the Association may enter into a unit when necessary in connection with any maintenance, landscaping, or construction for which the Association is responsible, provided such entry shall be made with as little inconvenience to the owners as practical.

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

(g) A unit owner shall be liable to the association for the expenses of any maintenance, repair, or replacement rendered necessary by his act, neglect, or carelessness, or by that of his guests, employees, agents or lessees which liability shall include any increase in insurance rates resulting therefrom.

(h) No unit owner shall be permitted to erect a TV antenna or any other fixture, item or appurtenance on any building roof, without written approval from the Association. Any such approved fixture shall be the sole responsibility of the unit owner.

(i) The Association shall have the authority to adopt rules and regulations governing the use of the property and such rules shall be observed and obeyed by the owners, their guests and licensees.

(j) No unit owner shall be allowed to install additional parking slabs on any part of the property, nor shall parking or overnight storage of any vehicles be allowed except in designated parking areas.

3. **No Waiver.** Failure of the Association or any owner to enforce any covenant, condition, restriction or other provision of Chapter 499B of the Code of Iowa, this Declaration or Bylaws of the Association, or the rules and regulations adopted pursuant thereto, shall not constitute a waiver of the right to enforce the same thereafter.

ARTICLE X

Insurance

1. **General Liability and Property Damage.** Comprehensive general liability and property damage insurance shall be purchased by the Board as promptly as possible following its election, and shall be maintained in force at all times, the premiums thereon to be paid by assessments of monthly condominium association fees. Prior to the organizational meeting, such insurance shall be procured by Declarant. The insurance shall be carried with reputable companies authorized to do business in the State in such amounts as the Board may determine. The policy or policies shall name as insured as of the owners and the Association. Declarant shall be named as an additional insured on such policy or policies until such time as Declarant shall have conveyed all of the condominiums in the project. The policy or policies shall insure against loss arising from perils in both the common areas and the units and shall include contractual liability coverage to protect against such liabilities as may arise under the contractual exposures of the Association and/or the Board.

2. **Fire and Casualty.** Fire and other hazard insurance shall be purchased by the Board as promptly as possible following its election and shall thereafter be maintained in force at all times, the premiums thereon to be paid out of the monthly condominiums association fees. Policies shall provide for the issuance of certificates or such endorsement evidencing the insurance as it may be required by the respective mortgagees. The policy, and certificates so

issued, will bear a mortgage clause naming the mortgagees interested in said property. The policy or policies shall insure against loss from perils therein covered to all of the improvements in the project, except as may be separately insured. Such policy or policies shall contain extended coverage, vandalism, and malicious mischief endorsements. The improvements to be insured under this clause shall be continually insured to value, and the policy or policies shall contain replacement cost insurance. If reasonably available, the policy or polices shall contain a stipulated amount clause, or determinable cash adjustment clause, or similar clause to permit a cash settlement covering specified value in the event of destruction and a decision not to rebuild. The policy or policies shall name as insured all of the owners, the Association and Declarant, so long as Declarant is the owner of any of the units in the project. The Declarant shall notify the insurance carrier of any change in ownership of a unit until such time as the Declarant shall no longer own ten percent (10%) or more of the units at which time it shall be the responsibility of the Association to notify the insurance carrier of a change in the ownership of any unit. The policy or policies shall also cover personal property owned in common, and shall further contain waiver of subrogation rights by the carrier as to negligent owners.

3. **Fire and Casualty on Individual Units.** Except as expressly provided in this clause and in clause 4, no owner shall separately insure his condominium or any part thereof against loss by fire or other casualty covered by the insurance carrier under clause 2. Should any owner violate this provision, any diminution in insurance proceeds resulting from the existence of such other insurance, and or failure to have the proceeds of such other insurance payable pursuant to the provisions of clause 2, shall be chargeable to the owner who acquired such other insurance, who shall be liable to the Association to the extent of any such diminution and/or loss of proceeds.

4. **Personal Property on Individual Units.** An owner may carry such personal liability insurance, in addition to that herein required, as he/she may desire. In addition, such fixtures and mechanical equipment located within a unit such as plumbing fixtures, electrical lighting fixtures, kitchen and bathroom cabinets and countertops, furnace, air conditioning and water heater, together with additions thereto and replacements thereof, as well as the personal property of the unit owner, may be separately insured by such owner, such insurance to be limited to the type and nature of coverage often referred to as "Condominium Unit-Owners Insurance." All such insurance separately carried shall contain waiver of subrogation rights by the carrier as to negligent owners.

5. **Additional Coverage.** The Board may purchase and maintain in force at the expense of the common maintenance fund, debris removal insurance, fidelity bonds, and other insurance and/or bonds that it deems necessary. The Board shall purchase and maintain worker's compensation insurance to the extent that the same shall be required by law respecting employees of the Association. The Board shall also maintain "all risk" insurance coverage on the project to insure against water damage and like kind of casualties, if such insurance would be reasonably available.

6. Loss Adjustment. The Board is hereby appointed the attorney-in-fact for all owners to negotiate loss adjustments on the policy or policies carried by the Association.

7. Association as Trustee for Proceeds. In the event of damage or destruction by fire or other casualty affecting a unit or units, and/or if any portion of the common area is damaged or destroyed by fire or other casualty, all insurance proceeds paid in satisfaction of claims for said loss or losses shall be segregated according to losses suffered by each unit or units and/or the common area, and shall be paid to the Association as trustee for the owner or owners and for the encumbrancer or encumbrancers, as their respective interest may appear. Said insurance proceeds, and the proceeds of any special assessment as hereinafter provided, whether or not subject to liens of mortgages or deeds of trust, shall be collected and disbursed by said trustee through a separate trust account on the following terms and conditions:

(a) **Partial Destruction of Common Elements.** If the damaged improvement is a common element, the Board of Directors of the Association may, without further authorization, contract to repair or re-build the damaged portion of the common elements substantially in accordance with the original plans and specifications thereof.

(b) **Partial Destruction of Units and Common Elements.** In the event of damage to, or destruction of, any unit or units with accompanying damage to the common elements but the total destruction or damage does not represent sixty percent (60%) or more of the buildings in the regime and the costs of repairing or re-buildings said damaged area does not exceed the amount of available insurance proceeds for said loss by more than $20,000.00, the Board of Directors of the Association shall immediately contract to repair or re-build the damaged portion of the unit or units and the common elements substantially in accordance with the original plans and specifications. If the cost to repair or re-build exceeds available insurance by $20,000.00, then owners of the individual units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction.

(c) **Total Destruction.** In the event of sixty percent (60%) or more damage to, or destruction of, the buildings in the regime by fire or other casualty, the owners of the individual units, by vote of not less than a majority of those present and entitled to vote, in person or by proxy, at a duly constituted owners' meeting held within thirty (30) days from the date of such damage or destruction, shall determine whether the Board of Directors shall be authorized to proceed with repair or reconstruction, or whether said project shall be sold; provided, however, that such determination shall be subject to the express written approval of all record owners of mortgages upon any part of the regime. In the event of a determination by re-build or repair, the Board shall have prepared the necessary plans, specifications and maps and shall execute the necessary documents to effect such reconstruction or repair as promptly as practicable and in a lawful and workmanlike manner.

In the event of a determination not to re-build, the Board shall offer the project for sale forthwith, at the highest and best price obtainable, either in its damaged condition, or after

damaged structures have been raised. The net proceeds of such sale, and the proceeds, if any, of insurance carried by the Association, and/or by the owners as a whole on the project, including coverage on the units in the common area, except for unit coverages under clause 4 of this Article X, shall be distributed proportionately to the unit owners in the same proportion that the unit in which they have an interest shares in the common elements, except that where there is a mortgage of record or other valid encumbrance on any one unit then, and in that event, with respect to said unit, the Association will distribute said proceeds as follows: First to the record owner of the mortgages upon units and common elements in the regime in satisfaction of the balance currently due on said encumbrances and then the remaining proceeds, if any, to the unit owner of record.

(d) In the event that the common area is repaired or reconstructed pursuant to the provisions of paragraphs (a), (b) or (c) of this clause and there is any deficiency between the insurance proceeds paid for the damage to the common area and the contract price for repairing or re-building the common area, the Board shall levy a special assessment against each owner in proportion to his/her fractional interest of ownership in the common area to make up such deficiency. If any owner shall fail to pay said special assessment or assessments within thirty (30) days after the levy thereof, the Board shall make up the deficiency by payment from the maintenance fund, and the remaining owners shall be entitled to the same remedies as those provided in Article VII of this Declaration, covering a default of any owner in the payment of maintenance charges.

(e) In the event of a dispute among the owners and/or mortgagees respecting the provisions of this clause, any such party may cause the same to be referred to arbitration in accordance with the then prevailing rules of the American Arbitration Association.

In the event of arbitration, the party requesting the arbitration will give immediate notice thereof to the Board, which shall notify all other owners and mortgagees as promptly as possible after the reference to arbitration is made, giving all such parties an opportunity to appear at such arbitration proceedings. The decision of the arbitrator in this matter shall be final and conclusive upon all of the parties. The arbitrator may include in his/her determination an award for costs and/or attorney fees against any one or more parties to the arbitration.

8. Abatement of Common Expenses. The Board is authorized to provide coverage for payment of maintenance charges which are abated hereunder in behalf of an owner whose unit is rendered uninhabitable for a peril insured against.

9. Review of Insurance Needs. Insurance coverages will be analyzed by the Board, or its representative, at least every year from the date hereof and the insurance program revised accordingly.

ARTICLE XI

Termination

1. Procedure. The condominium regime may be terminated in the following manner in addition to the manner provided by the Horizontal Property Act:

(a) **Destruction.** In the event it is determined in the manner elsewhere provided that the buildings shall not be reconstructed because of major damage, the condominium plan of ownership will be thereby terminated in compliance to the provisions of Section 499B.8 of the Code of Iowa.

(b) **Agreement.** The condominium regime may be terminated at any time by the approval in writing of all of the owners of the condominium and by holders of all liens affecting any of the units by filing an instrument to that effect, duly recorded, as provided in Section 499B.8 of the Code of Iowa. It shall be the duty of every unit owner and his respective lien holder to execute and deliver such instrument and to perform all acts as in manner and form may be necessary to effect the sale of the project when at a meeting duly convened of the Association, the owners of 100% of the voting power, and all record owners of mortgages upon units in the Regime, elect to terminate and/or sell the project.

(c) **Certificate.** The termination of the condominium regime in either of the foregoing manners shall be evidenced by a certificate of the Association executed by all members of the Association and their respective holders of all liens affecting their interest in the condominium, certifying as to facts effecting the termination, which certificate shall become effective upon being recorded in the office of the Johnson County Recorder in Iowa City, Iowa.

2. Form of Ownership after Termination. After termination of the condominium regime, the project will be held as follows:

(a) The property (land and improvements) shall be deemed to be owned in common by the owners.

(b) The undivided interest in the property owned in common which shall appertain to each unit owner shall be the fractional interest previously owned by such owner in the common area and facilities.

(c) Any liens affecting any of the condominiums shall be deemed to be transferred in accordance with the existing priorities to the undivided interest of the owner in the property.

(d) After termination, the net proceeds of sale, together with the net proceeds of the insurance on the property, if any, shall be considered as one fund and shall be

divided among all the owners in a percentage equal to the fractional interest owned by each owner in the common elements; after first paying out of the respective shares of the owners, to the extent sufficient for the purposes, all liens on the undivided interest in the property owned by each owner.

ARTICLE XII

Amendments and Miscellaneous

1. **Procedure.** Except as otherwise provided in this Declaration, this Declaration may be amended and such amendment shall be made in the following manner:

(a) **Notice.** 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. Holders of a first mortgage of record shall receive notice of such proposed amendment as provided in the Bylaws of the Association.

(b) **Resolution.** A resolution adopting a proposed amendment may be proposed by any member of the Association. Except as provided elsewhere, the resolution must be adopted by a vote of not less than 66 2/3% of all votes entitled to be cast in person or by proxy; provided, however, no amendment effecting a substantial change in this Declaration or the Bylaws of the Association shall affect the rights of the holder of any such mortgage recorded prior to the recording of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

(c) **Bylaws.** In the case of an amendment to this Declaration by reason of an amendment to the Bylaws of the Association, then in the manner specified in such Bylaws.

(d) **Execution and Recording.** An amendment adopted pursuant to (b) or (c) above shall be executed by an officer specifically delegated to do so with the formalities required by Chapter 499B of the Code of Iowa. Upon the recording of such instrument in the office of the Johnson Country Recorder, the same shall be effective against any persons owning an interest in a unit or the regime.

2. **Amendment of Ownership Interest.** No amendment shall change the fractional interest of ownership in the common elements appurtenant to a unit, nor increase the owner's share of the common expenses unless the record owner of the unit concerned and all record owners of mortgages thereon shall affirmatively join in the adoption of such amendment.

IN WITNESS WHEREOF, Declarant has executed this Declaration the day and year first above written.

CARDINAL INVESMENTS, L.L.C.

BY: _____
Henry C. Herwig, Manager

BY: _____
Gary W. Werle, Manager

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 6th day of ~~September~~ October 2003, before me, a Notary Public in and for said county, personally appeared Henry C. Herwig and Gary W. Werle, to me personally known, who being by me duly sworn did say that they are the Managers of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed on behalf of said limited liability company by authority of its managers and the said Managers acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by them voluntarily executed.

_____
Notary Public in and for the
State of Iowa.

NOTARIAL SEAL IOWA
KIRSTEN H FREY
Commission Number 180259
My Commission Expires
July 12, 2004

Kf17\r63a0101

EXHIBIT "A"
DESCRIPTION OF LAND, UNITS AND OWNERSHIP INTERESTS IN COMMON ELEMENTS

1. **Description of Land.** The real estate submitted to the Horizontal Property Regime is described as follows:

Lots 3 and 4, Coralville Industrial Park No. 2, Fourth Addition, Coralville, Iowa, according to the plat thereof recorded in Book 39, Page 4, Plat Records of Johnson County, Iowa.

2. **Description of Units and Ownership Interests.** The ownership interests in the Common Elements, voting rights and unit designation of each unit in the Regime is set forth below.

Building	Unit	Square Footage	Percentage Interest Ownership in Common Elements	Pro Rata Share of Expenses	Votes in Association	Use
1	101A	4655	5.58	5.58	1	Warehouse
1	101C	2257	2.70	2.70	1	Warehouse
1	101D	1250	1.50	1.50	1	Warehouse
1	101E	1250	1.50	1.50	1	Warehouse
1	101F	1500	1.80	1.80	1	Warehouse
1	103A	690	1.82	1.82	1	Office
1	103B	1500	1.80	1.80	1	Warehouse
1	105A	565	1.49	1.49	1	Office
1	105B	1500	1.80	1.80	1	Warehouse
1	107A	690	1.82	1.82	1	Office
1	107B	1500	1.80	1.80	1	Warehouse
1	109A	690	1.82	1.82	1	Office
1	109B	1500	1.80	1.80	1	Warehouse
1	111A	900	2.37	2.37	1	Office
1	111B	1500	1.80	1.80	1	Warehouse
1	113A	900	1.08	1.08	1	Warehouse
1	113B	1500	1.80	1.80	1	Warehouse
1	115A	627	0.75	0.75	1	Warehouse
1	115B	1500	1.80	1.80	1	Warehouse
1	117A	900	2.37	2.37	1	Office
1	117B	1500	1.80	1.80	1	Warehouse
1	119A	4321	11.38	11.38	1	Office
1	119C	3122	3.74	3.74	1	Warehouse
1	119D	250	0.30	0.30	1	Warehouse

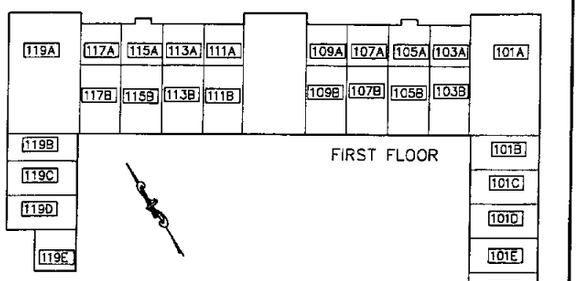
	Unit	Square Footage	Percentage Interest Ownership in Common Elements	Pro Rata Share of Expenses	Votes in Association	Use
1	201	4469	11.77	11.77	1	Office
1	203	1050	2.76	2.76	1	Office
1	205	1015	2.67	2.67	1	Office
1	207	1050	2.76	2.76	1	Office
1	209	1050	2.76	2.76	1	Office
1	211	900	2.37	2.37	1	Office
1	213	900	2.37	2.37	1	Office
1	215	750	1.97	1.97	1	Office
1	217	1080	2.84	2.84	1	Office
1	219	4299	11.31	11.31	1	Office
TOTAL			100.00	100.00		

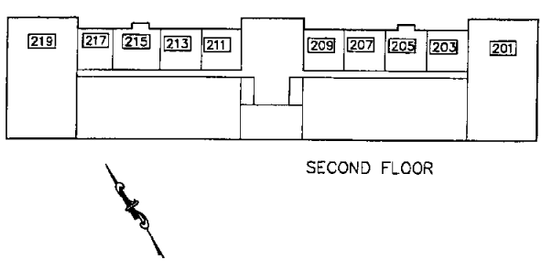
See Exhibit "B", Site Plan, for information on the approximate area and other information identifying each unit.

Kf17\r63a0102

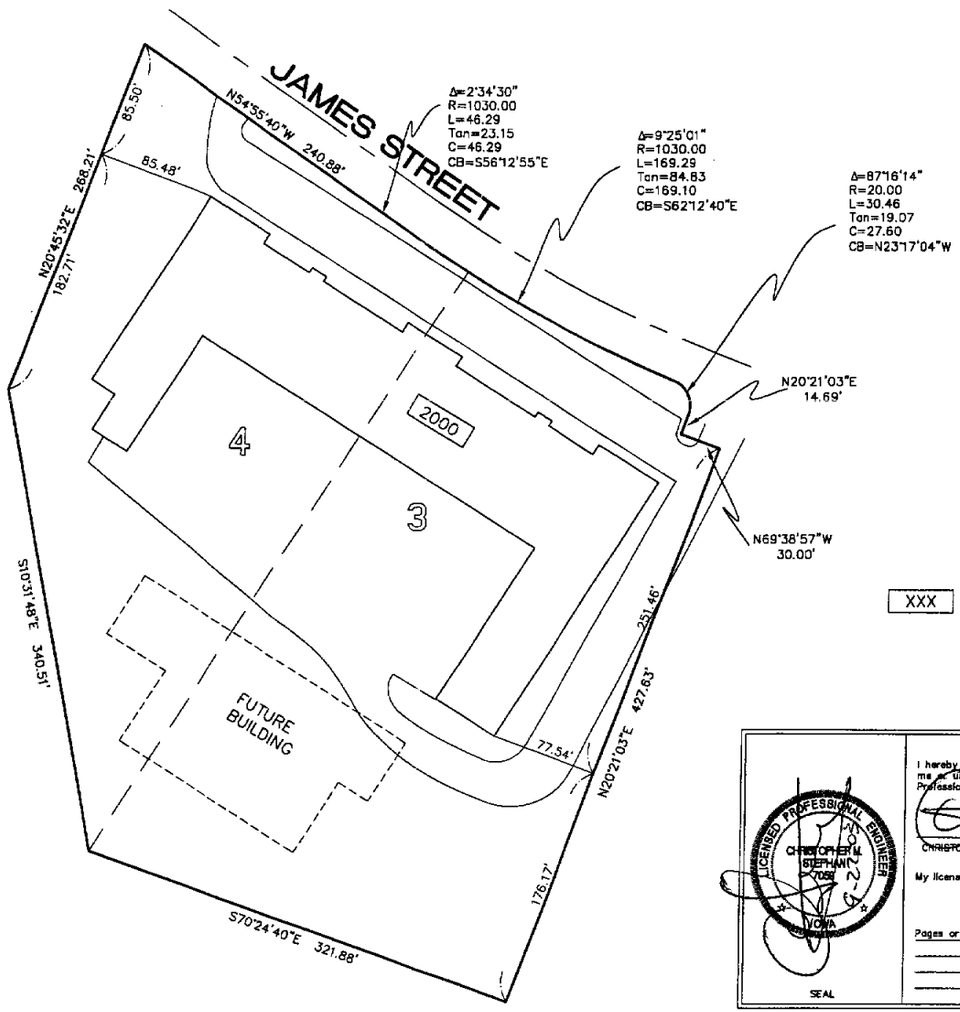
EXHIBIT "B" – SITE PLAN
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

LEGAL DESCRIPTION
LOTS 3 AND 4, CORALVILLE INDUSTRIAL PARK NO. 2, FOURTH ADDITION, IN ACCORDANCE WITH THE PLAT THEREOF, RECORDED IN BOOK 39, AT PAGE 4 OF THE RECORDS OF THE JOHNSON COUNTY RECORDERS OFFICE. TRACT OF LAND CONTAINS 5.09 ACRES, AND IS SUBJECT TO EASEMENTS & RESTRICTIONS OF RECORD.





UNIT LOCATION SCHEMATIC
NO SCALE



GRAPHIC SCALE IN FEET
0 10 25 50 75 100
1"=100'

NOTES:
1. ALL MEASUREMENTS FROM CENTER LINES AND PROPERTY LINES TO BUILDINGS ARE PERPENDICULAR AND/OR RADIAL TO SAID CENTER LINES AND PROPERTY LINES.
2. THIS DRAWING DEPICTS IMPROVEMENTS COMPLETED AS OF 8/25/00.
3. REFERENCE BUILDING PLANS – EXHIBIT "D" FOR BUILDING DIMENSIONS.

XXX – DENOTES JAMES STREET ADDRESS

LICENSED PROFESSIONAL ENGINEER
CHRISTOPHER M. STEPHAN
7059
09-22-03
IOWA
SEAL

I hereby certify that this engineering document was prepared by me or under my direct supervision and that I am a duly licensed Professional Engineer under the laws of the State of Iowa.

SEP 22 2003

CHRISTOPHER M. STEPHAN, P.E. Iowa Lic. No. 7059

My license renewal date is December 31, 2004

Pages or sheets covered by this seal:
Sheet 1 of 1

Revision No. & Date

MMS CONSULTANTS, INC.
Iowa City, Iowa (319) 351-8282
Designed by: CMS
Drawn by: adw
Checked by: CMS

Sheet Title: EXHIBIT "B" – SITE PLAN
Project Title: CARDINAL CONDOMINIUMS CORALVILLE, IOWA

Date: 09/15/03
Field Book No:
Scale: 1"=100'
Sheet 1 of 1 Sheets
Project Number: 5625-002

G:\5600\5625002V.DWG 09/22/2003 09:48:21 AM CDT

New Facility For:

CARDINAL INVESTMENTS

THESE BUILDING PLANS HAVE BEEN REVISED TO DEPICT RECORD-OF-CONSTRUCTION FOR PURPOSES OF SATISFYING CHAPTER 499B, HORIZONTAL PROPERTY ACT (CONDOMINIUMS) OF THE CODE OF IOWA.

Coralville, Iowa 52241

Drawings

STRUCTURAL

S01.1 FOUNDATION PLAN
S02.1 PIER DETAILS
S03.1 FOUNDATION SECTIONS
S04.1 NOT USED
S05.1 FLOOR FRAMING PLAN

ARCHITECTURAL

A01.1 FIRST LEVEL FLOOR PLAN
A01.2 FIRST LEVEL ENLARGED PLAN
A02.1 SECOND LEVEL FLOOR PLAN
A02.2 SECOND LEVEL ENLARGED PLAN
A03.1 EXTERIOR ELEVATIONS
A04.1 INTERIOR ELEVATIONS
A05.1 BUILDING SECTIONS

ARCHITECTURAL (CONT.)

A06.1 WALL SECTIONS
A06.2 WALL SECTIONS
A06.3 WALL SECTIONS
A06.4 WALL SECTIONS
A06.5 NOT USED
A06.6 STAIR SECTIONS
A06.7 STAIR SECTIONS

Code Review

CODES: UBC '97
UFC '97

OCCUPANCY: OFFICE B
WAREHOUSE S1

SEPARATION REQUIRED: NONE (TABLE 3B)

TYPE OF CONSTRUCTION: 2H (TABLE 5B)

FIRE RESISTIVE REQUIREMENTS: NONE EXCEPT SHAFT ENCLOSURES SHALL BE (1)HR RATED (TABLE 6A)

ALLOWABLE AREA: 12,000SF (TABLE 5B)

BUILDING AREA: 1ST FLOOR : 42,816 SF
2ND FLOOR : 15,310 SF

AREA INCREASE: SEPARATION ON ALL SIDES (SEC. 505.1.3)
(30'/0% = 100% INCREASE
12,000SF (2) = 24,000SF
AUTOMATIC SPRINKLER SYSTEM (SEC. 505.3)
24,000SF (2) = 48,000SF > 42,816SF

OCCUPANT LOAD (TABLE 10A)
FIRST FLOOR
LEASE AREAS-OFFICE/COMMON AREAS: 189
BREAK ROOM 63
LEASE AREA-WAREHOUSE 46

SECOND FLOOR
LEASE AREAS-OFFICE: 141
CONFERENCE ROOMS 79

DOORS TO BE HARDWARE TO MEET SECTION 1003.3.1

Location Map



Site Location

Design / Build Company

Abild SEPTAGON CONSTRUCTION CO., INC.
3500 "J" ST. SW, CEDAR RAPIDS, IOWA 52404
TEL: (319) 365-6948 FAX: (319) 365-9362

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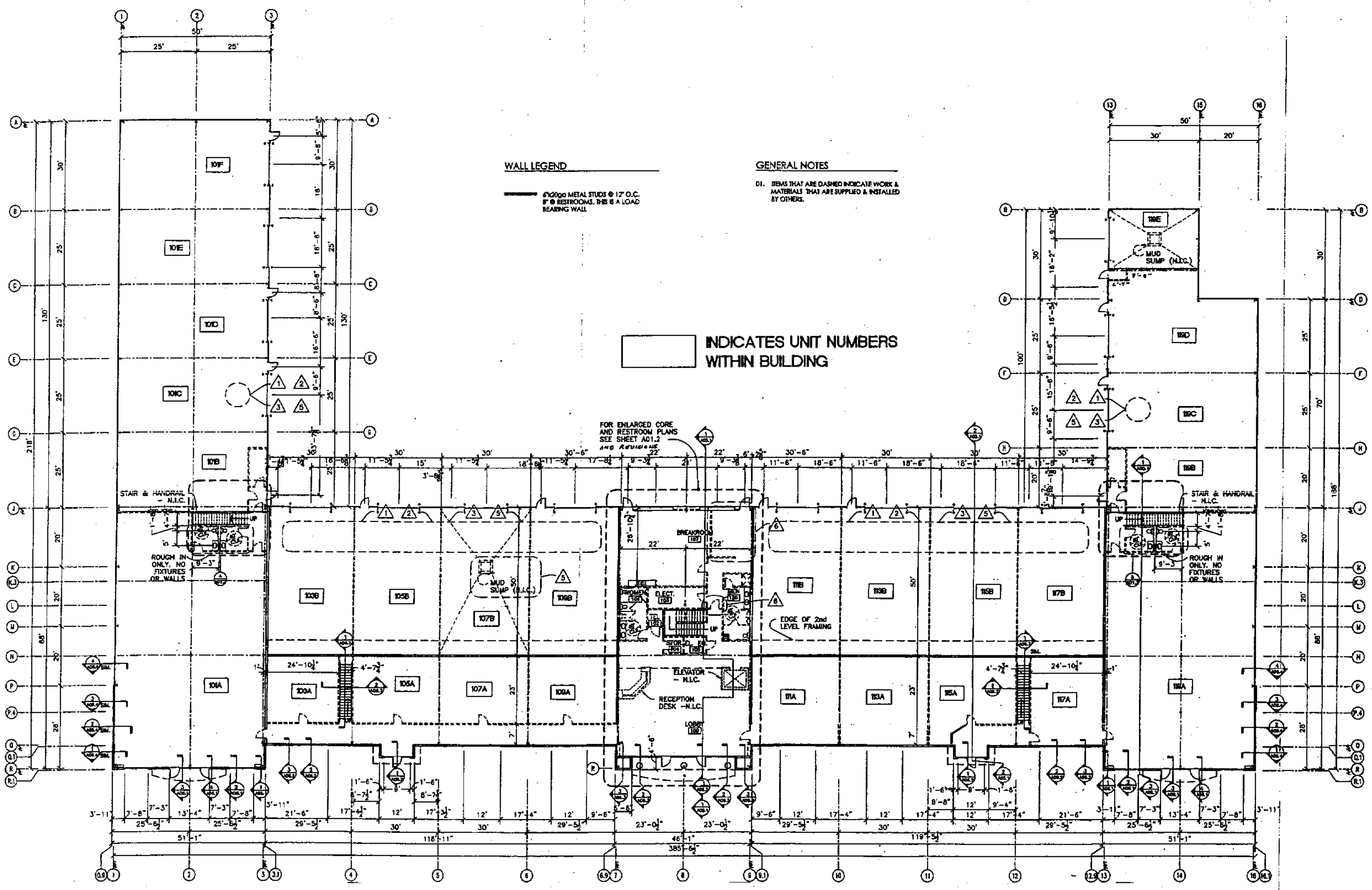
I HEREBY CERTIFY THAT THIS ENGINEERING DOCUMENT WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF IOWA

WILLIAM J. KNAPP
DATE: _____ LICENSE NO.: 10095
My license renewal date is Dec. 31, 2000
SHEETS _____

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

Job No. 975

G:\JOBS\CARDINAL\TITLE.dwg Wed Nov 10 15:36:25 1999



1 FIRST LEVEL FLOOR PLAN
SCALE: 1/16" = 1'-0"

REF. NORTH

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

REV:	TYPE OF REVISION	DATE:	INT:	CHK:
1	4"x12" TRENCH DRAINS	10/08/99	RLK	PEN
2	CHANGED TRENCH DRAINS TO 6" DRAINS	10/14/99	BJT	PEN
3	MOVED 6" DRAINS 10' FROM FRONT WALLS, THEY WERE 5'-2"	10/27/99	PEN	PEN
4	—	-	-	-
5	DELETED 6" DRAINS, ADDED 5x5x5 MUD SUMP	11/12/99	PEN	PEN
6	ADDED SECURITY DOOR BY STAIRS, REMOVED A WALL FOR VENDING AREA	11/17/99	BJT	
7				
8				
9				
10				

Abild
SEPTAGON
CONSTRUCTION CO., INC.
3500 "J" Street S.W.
Cedar Rapids, IA 52405
Phone: (319) 365-6948
1-800-253-5789
Fax: (319) 365-9362

FIRST LEVEL FLOOR PLAN
CARDINAL INVESTMENTS

CORALVILLE, IOWA

SCALE: 1/16" = 1'-0"
JOB NUMBER: 975
CHECKED BY: PEN
DRAWN BY: BJT
SUBMITTED:

DRAWING NUMBER
RA01.1

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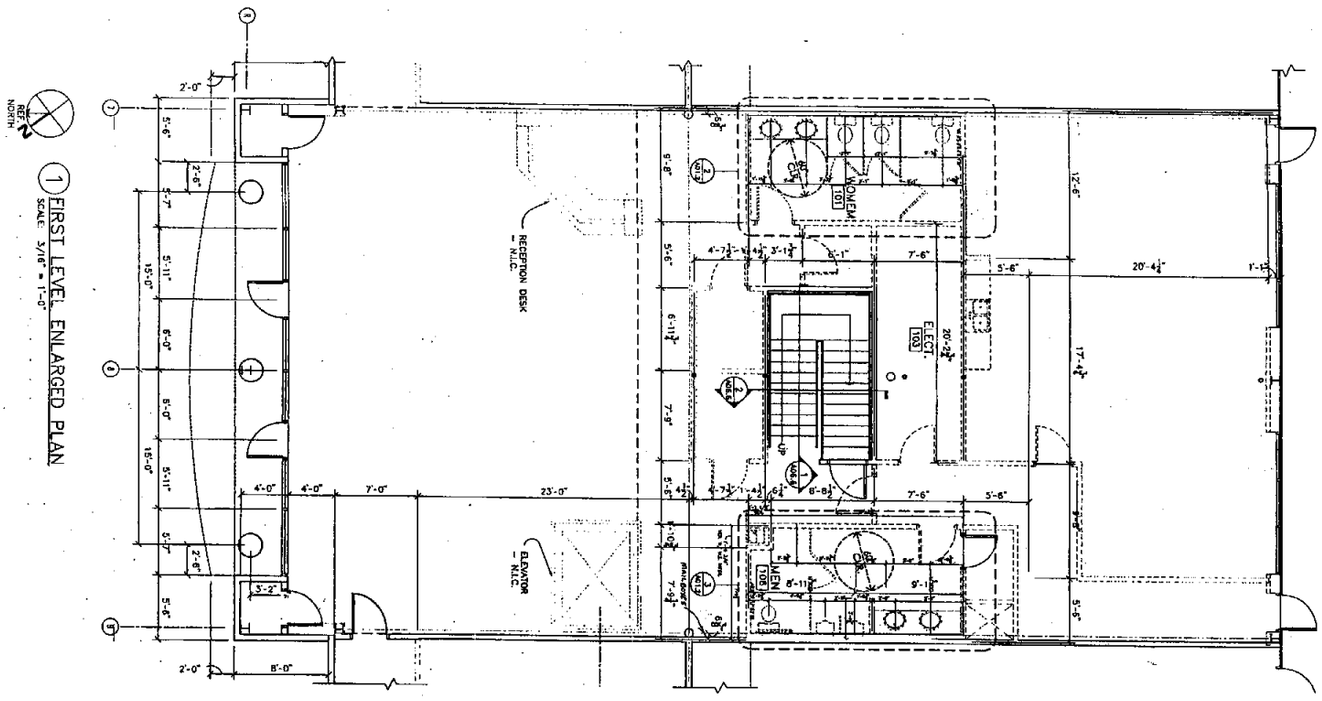
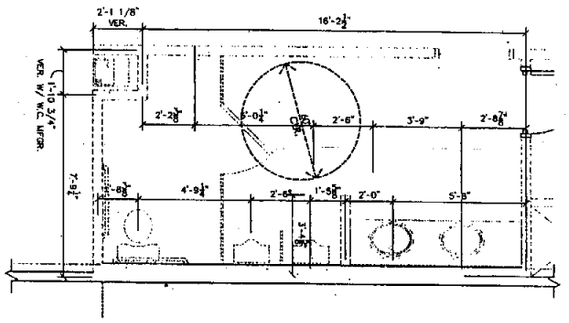


1 FIRST LEVEL ENLARGED PLAN
SCALE: 3/16" = 1'-0"



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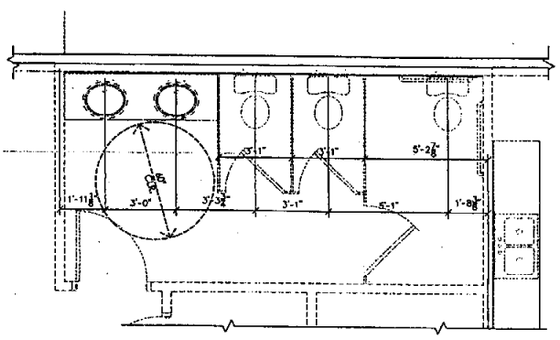
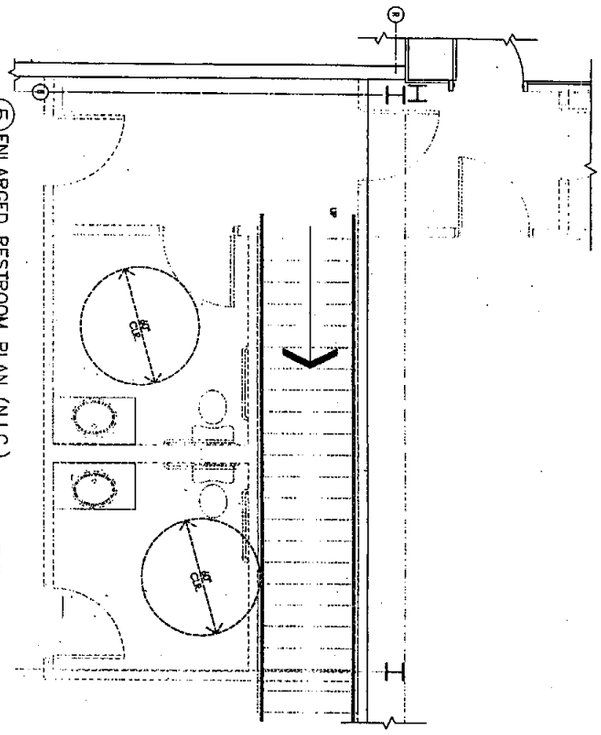
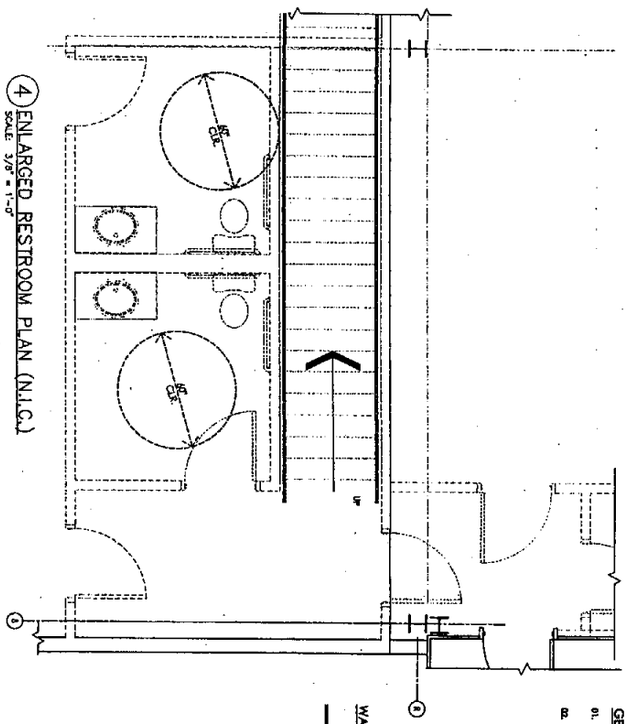
SCALE: 3/8" = 1'-0"



2 ENLARGED RESTROOM PLAN
SCALE: 3/8" = 1'-0"



5 ENLARGED RESTROOM PLAN (N.I.C.)
SCALE: 3/8" = 1'-0"



4 ENLARGED RESTROOM PLAN (N.I.C.)
SCALE: 3/8" = 1'-0"

WALL LEGEND

2"X3"@16" METAL STUDS @ 12" O.C. NON-BEARING WALL

2"X3"@16" METAL STUDS @ 12" O.C. BEARING WALL

GENERAL NOTES

01. ITEMS THAT ARE CLASSED AS OFCI WORK ALSO ITEMS THAT ARE SUPPLIED & INSTALLED BY OTHERS.

02. ALL DIMENSIONS ARE TO FACE OF STUD, CLEAR OR TO FACE OF CONCRETE, UNLESS OTHERWISE NOTED. ALL OTHER INTERIOR FINISHES TO BE SELECTED BY OTHERS.

EXHIBIT "D"
BUILDING PLANS '2000 JAMES ST.'
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

DRAWING NUMBER
A01.2

SCALE AS SHOWN
JOB NUMBER: 975
CHECKED BY: PSH
DRAWN BY: SM
SUBMITTED:

FIRST LEVEL ENLARGED PLAN
CARDINAL INVESTMENTS

CORALVILLE, IOWA

Abild SEPTAGON CONSTRUCTION CO., INC.
3500 "J" Street S.W.
Cedar Rapids, IA 52405
Phone: (319) 365-6948
1-800-253-5789
Fax: (319) 365-9362

NO:	TYPE OF REVISION	DATE:	INIT:	CHK:
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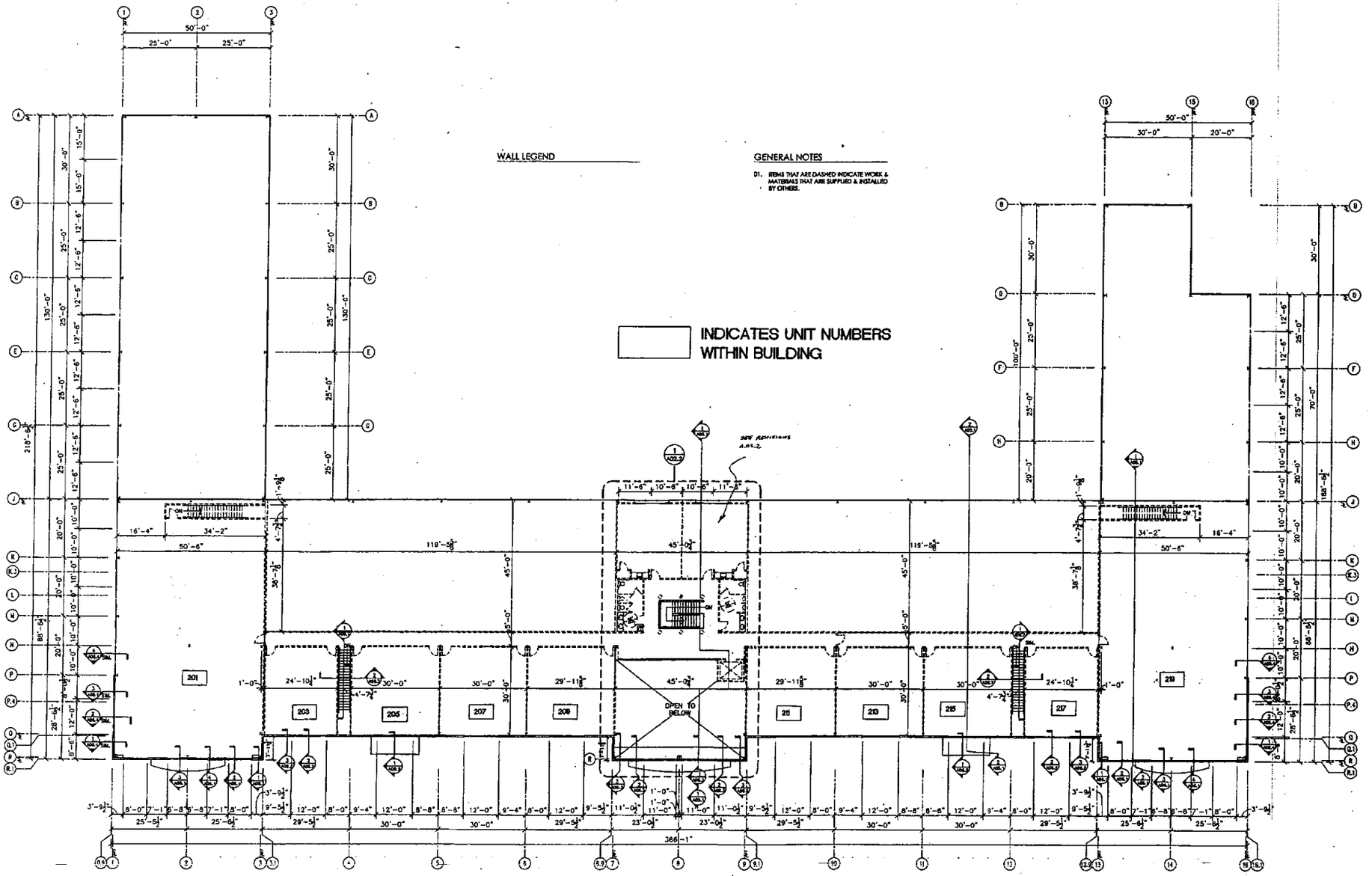

1 SECOND LEVEL FLOOR PLAN
SCALE: 1/16" = 1'-0"

REF. NORTH

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

REV.	TYPE OF REVISION	DATE:	INIT:	CHK:
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2				
3				
4				
5				
6				
7				
8				
9				
10				

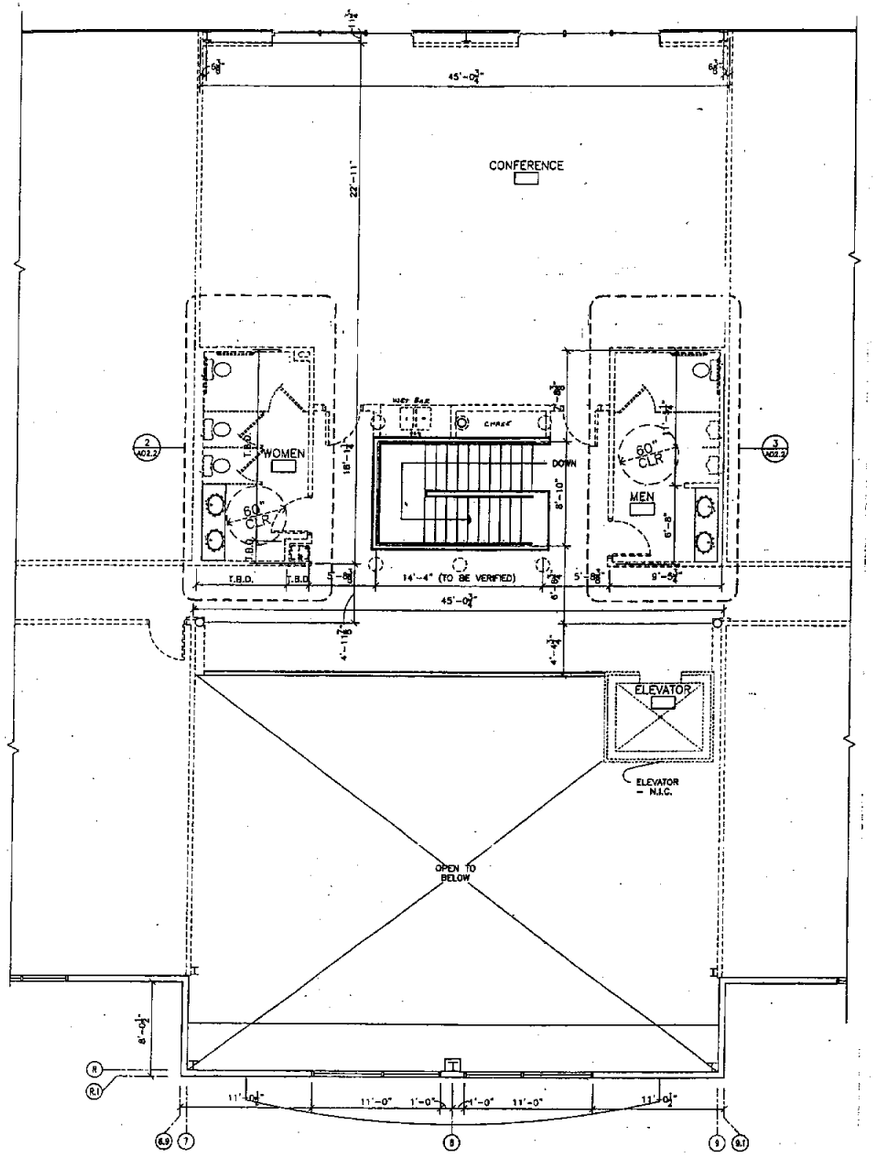
Abild SEPTAGON CONSTRUCTION CO., INC.
3500 "J" Street S.W.
Cedar Rapids, IA 52405
Phone: (319) 365-6948
1-800-253-5789
Fax: (319) 365-9362

SECOND LEVEL FLOOR PLAN
CARDINAL INVESTMENTS
CORALVILLE, IOWA

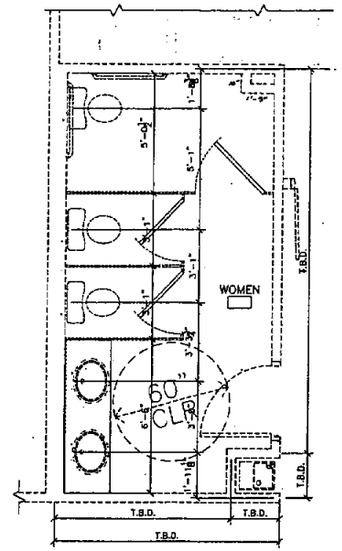
SCALE: 1/16" = 1'-0"
JOB NUMBER: 975
CHECKED BY: PEN
DRAWN BY: BJT
SUBMITTED:

DRAWING NUMBER
A02.1

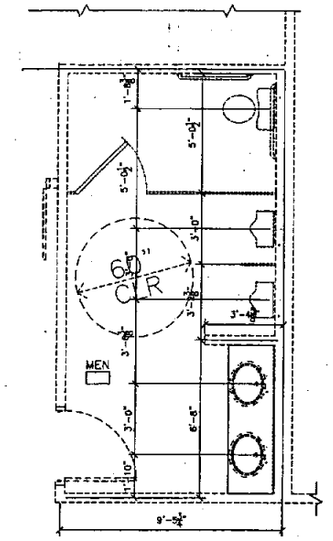
MULTIMITED\A02.1-SECOND_LEVEL_FLOOR_PLAN.dwg Tue Nov 09 09:52:30 1999



1 SECOND LEVEL ENLARGED PLAN
SCALE: 3/16" = 1'-0"



2 ENLARGED RESTROOM PLAN
SCALE: 3/8" = 1'-0"



3 ENLARGED RESTROOM PLAN
SCALE: 3/8" = 1'-0"

GENERAL NOTES

01. ITEMS THAT ARE DASHED INDICATE WORK & MATERIALS THAT ARE SUPPLIED & INSTALLED BY OTHERS.

WALL LEGEND

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Abild SEPTAGON CONSTRUCTION CO., INC.
3500 "J" Street S.W.
Cedar Rapids, IA 52405
Phone: (319) 365-6948
1-800-253-5789
Fax: (319) 365-9362

SECOND LEVEL ENLARGED PLAN
CARDINAL INVESTMENTS
CORALVILLE, IOWA

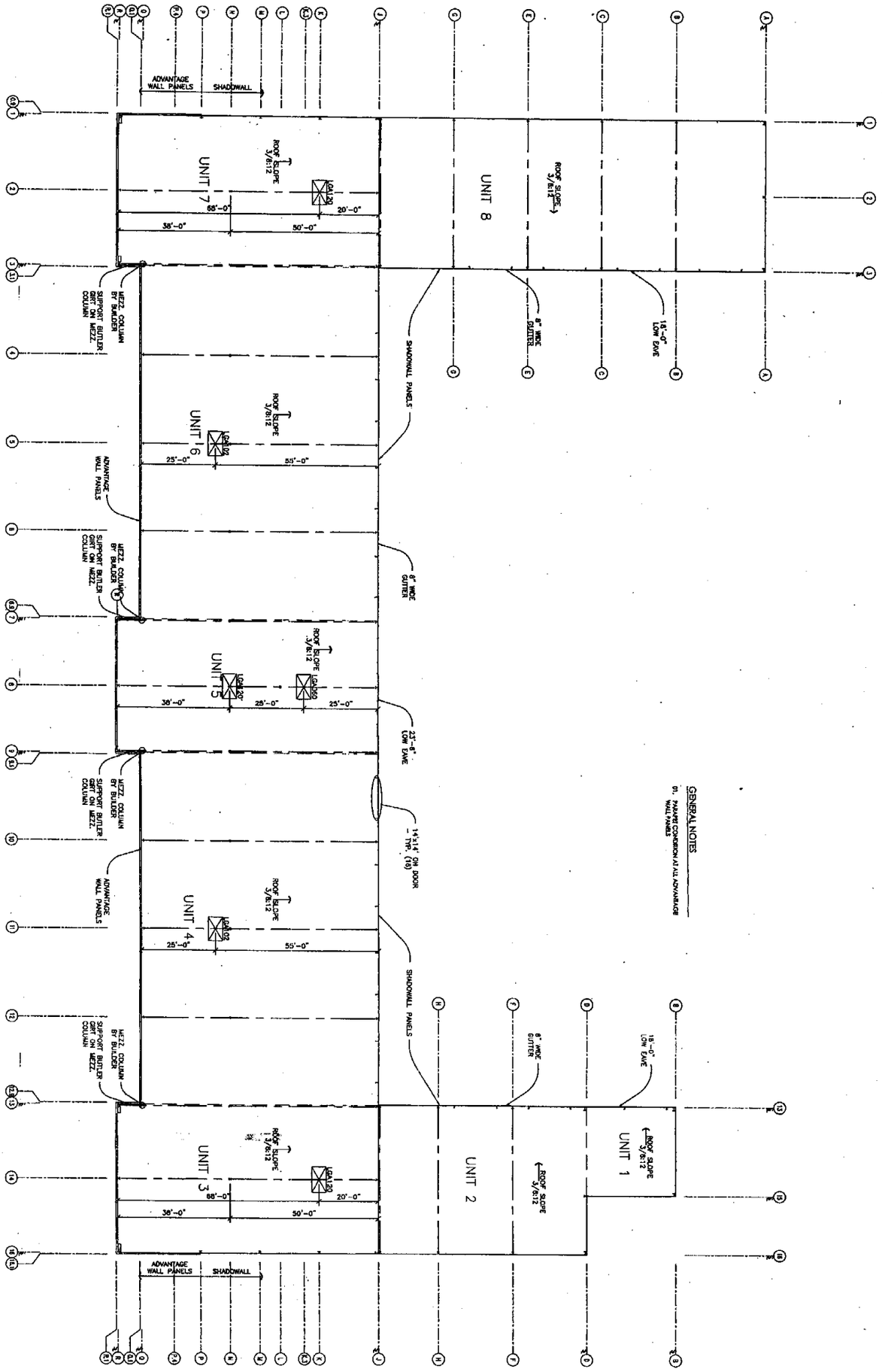
SCALE: AS SHOWN
JOB NUMBER: 975
CHECKED BY: PEN
DRAWN BY: BJT
SUBMITTED:

DRAWING NUMBER
A02.2

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

HJLIMITED\A02.2-SECOND_LEVEL_ENLARGED_PLAN.dwg Tue Nov 09 10:02:42 1999

E:\AR_INITIED\A02.3-ROOF_FRAMING_PLAN.dwg Wed Nov 17 14:53:42 1999



1 ROOF FRAMING PLAN
SCALE: 1/16" = 1'-0"

EXHIBIT 'D'
BUILDING PLANS '2000 JAMES ST.'
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

DRAWING NUMBER A02.3

SCALE: 1/16" = 1'-0"
JOB NUMBER: 975
CHECKED BY:
DRAWN BY: SSR
SUBMITTED:

ROOF FRAMING PLAN
CARDINAL INVESTMENTS

CORALVILLE, IOWA

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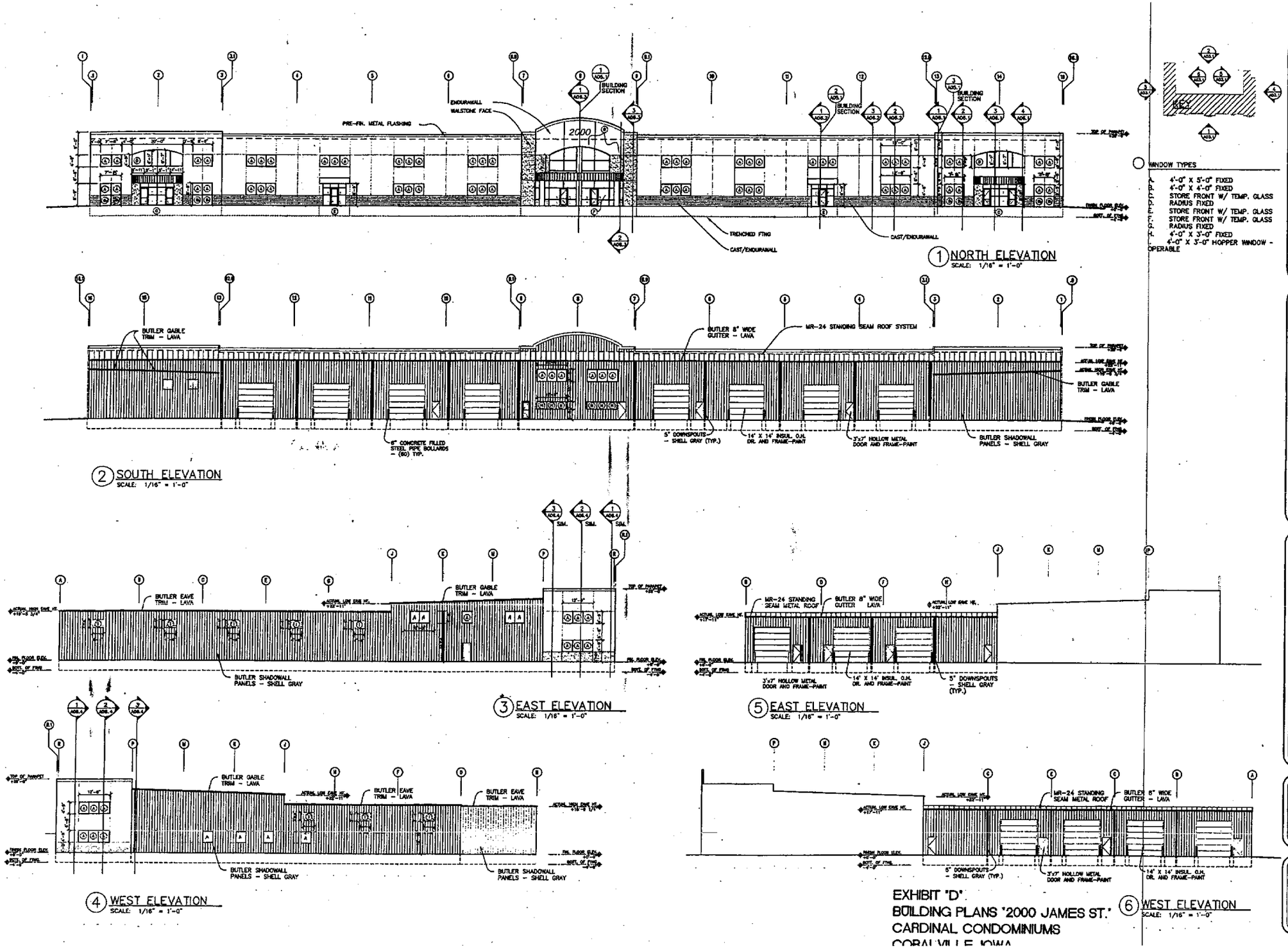

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

REV. | TYPE OF REVISION | DATE: | INIT: | CHK:

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EXTERIOR ELEVATIONS
CARDINAL INVESTMENTS
CORALVILLE, IOWA

SCALE: 1/16" = 1'-0"
JOB NUMBER: 975
CHECKED BY: PEN
DRAWN BY: BJT/RLK
SUBMITTED:

DRAWING NUMBER
A03.1

JKLINITED\A03.1-EXTERIOR_ELEVATIONS.dwg Tue Nov 09 10:04:09 1999

I:\BUILDITED\A05.1-BUILDING SECTIONS.dwg Fri Nov 12 11:38:07 1999

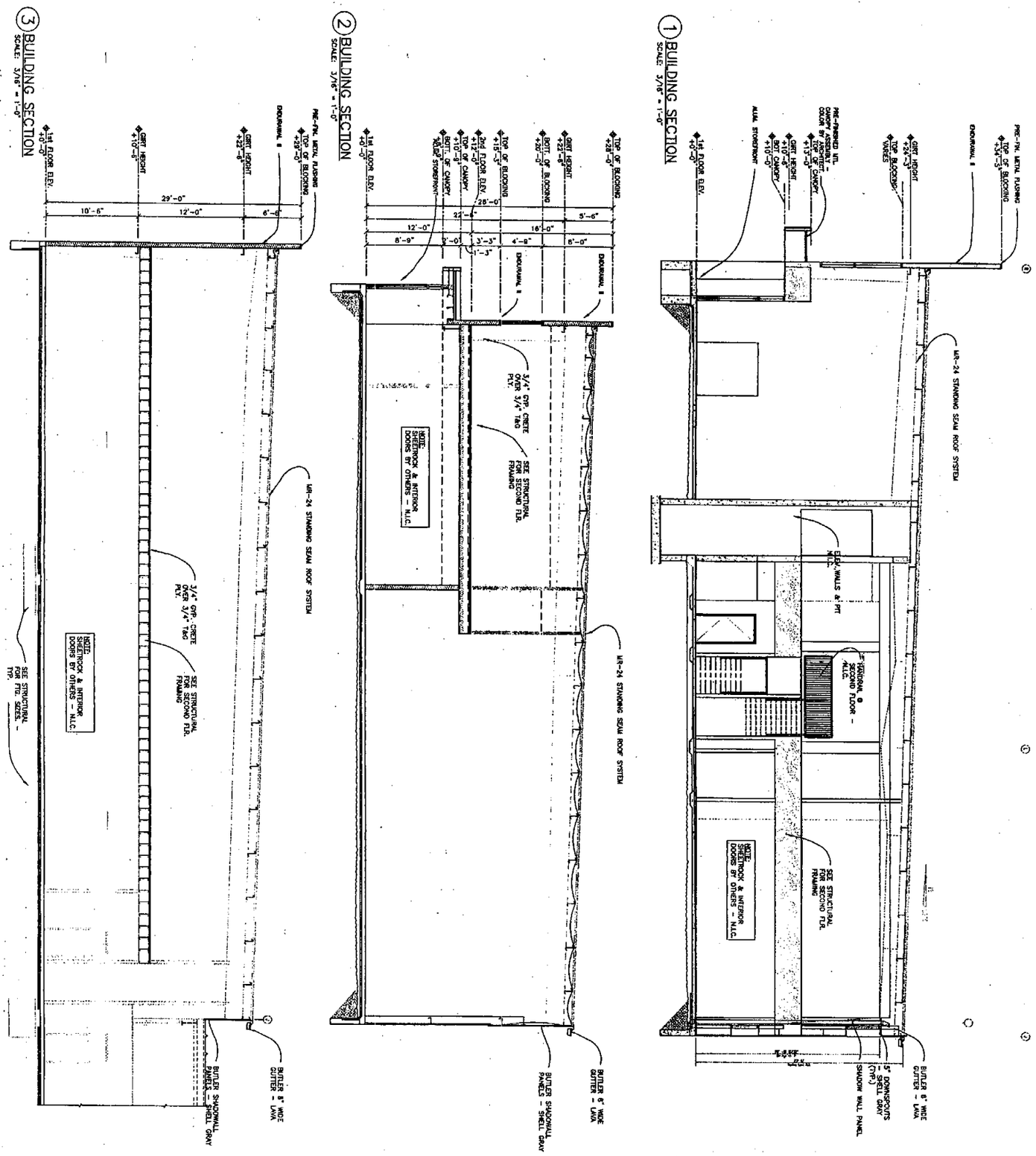

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

DRAWING NUMBER: A05.1

SCALE: 3/16" = 1'-0"
JOB NUMBER: 9715
CHECKED BY: RLP/DN
DRAWN BY: SJT/TLK
SUBMITTED:

BUILDING SECTIONS
CARDINAL INVESTMENTS

CORALVILLE, IOWA

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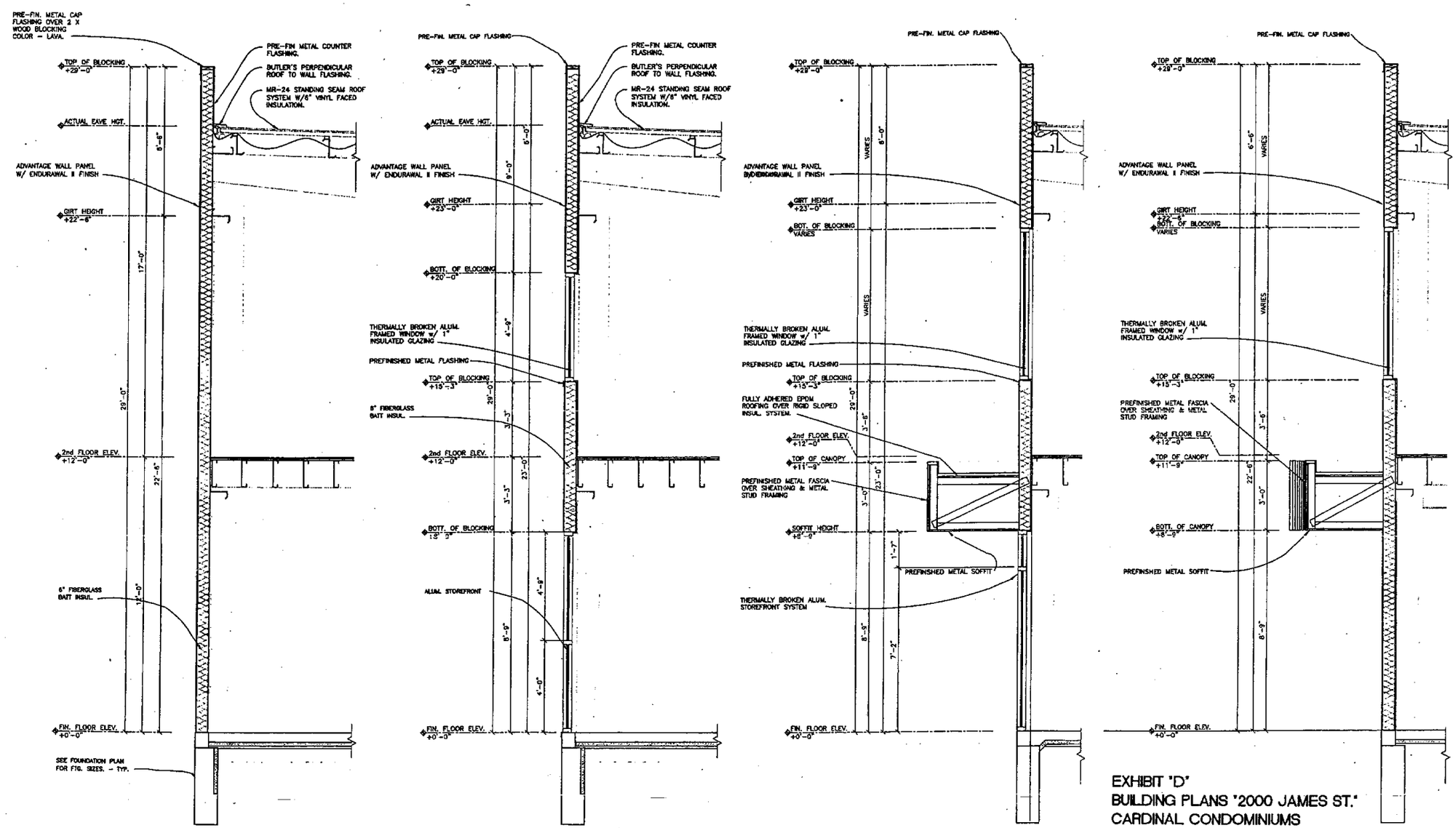

1 WALL SECTION
SCALE: 1/2" = 1'-0"

2 WALL SECTION
SCALE: 1/2" = 1'-0"

3 BUILDING SECTION
SCALE: 1/2" = 1'-0"

4 WALL SECTION
SCALE: 1/2" = 1'-0"

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

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WALL SECTIONS
CARDINAL INVESTMENTS
CORALVILLE, IOWA

SCALE: 1/2" = 1'-0"
JOB NUMBER: 975
CHECKED BY: PEN
DRAWN BY: BJT
SUBMITTED:

DRAWING NUMBER
A06.1

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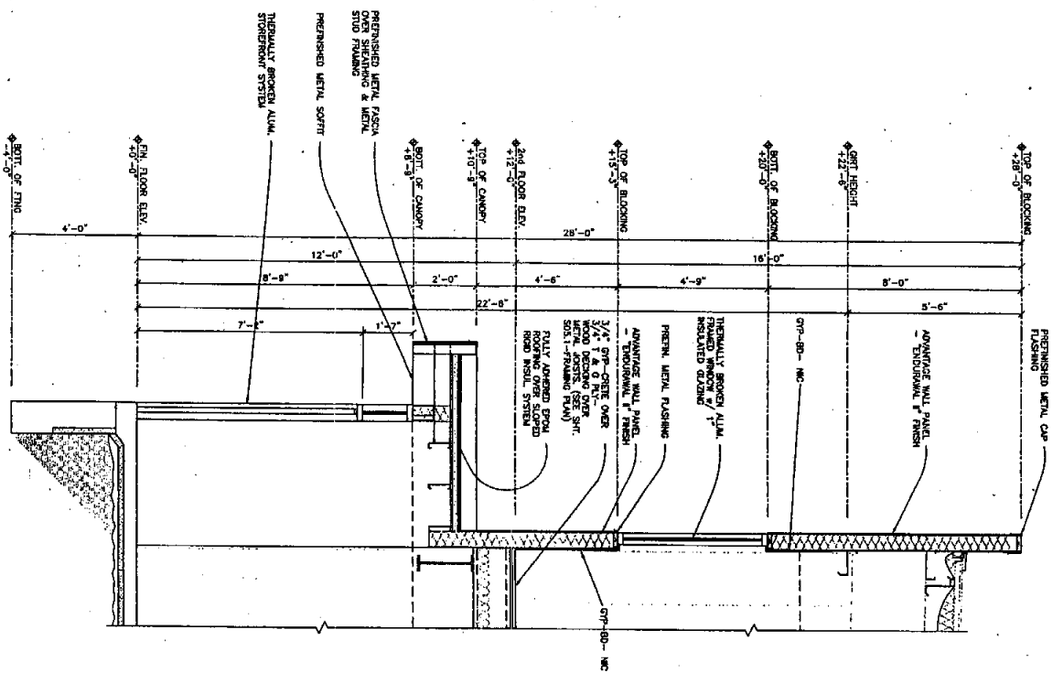

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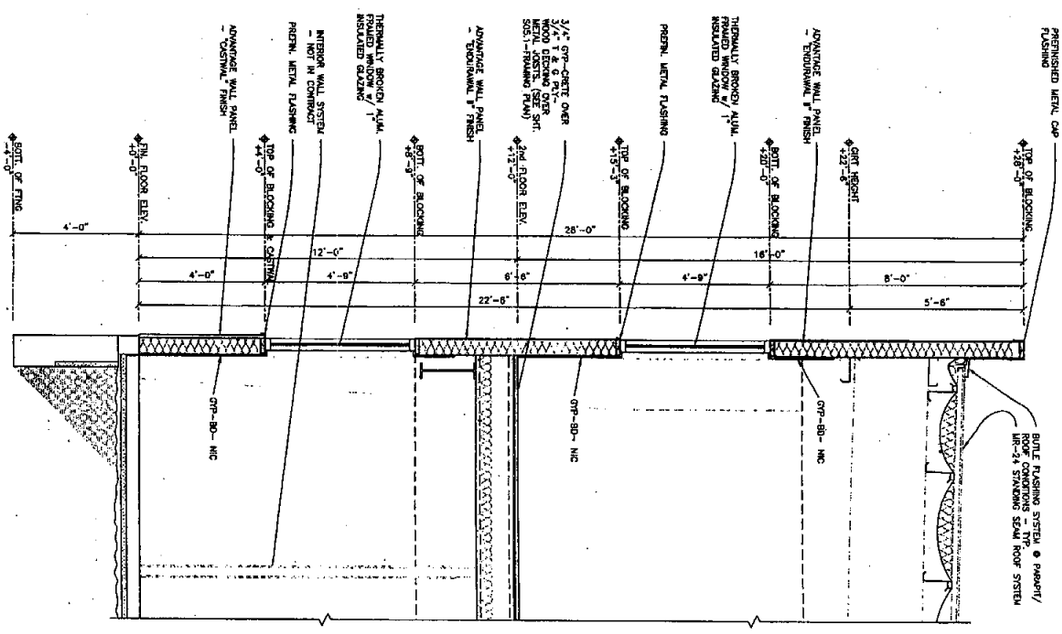
SCALE: 1/2" = 1'-0"



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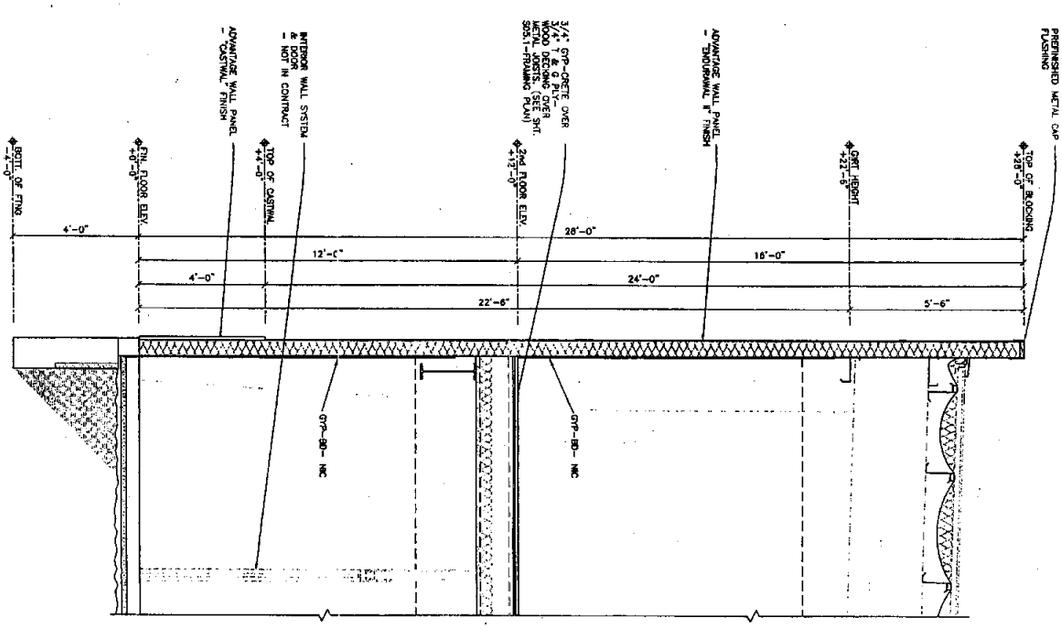

3 WALL SECTION
SCALE: 1/2" = 1'-0"

EXHIBIT 'D'
BUILDING PLANS '2000 JAMES ST.'
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

DRAWING NUMBER	A06.2
SCALE: 1/2" = 1'-0"	
JOB NUMBER: 1975	
DRAWN BY: SJF	
CHECKED BY: PEN	
SUBMITTED:	

WALL SECTIONS
CARDINAL INVESTMENTS

CORALVILLE, IOWA

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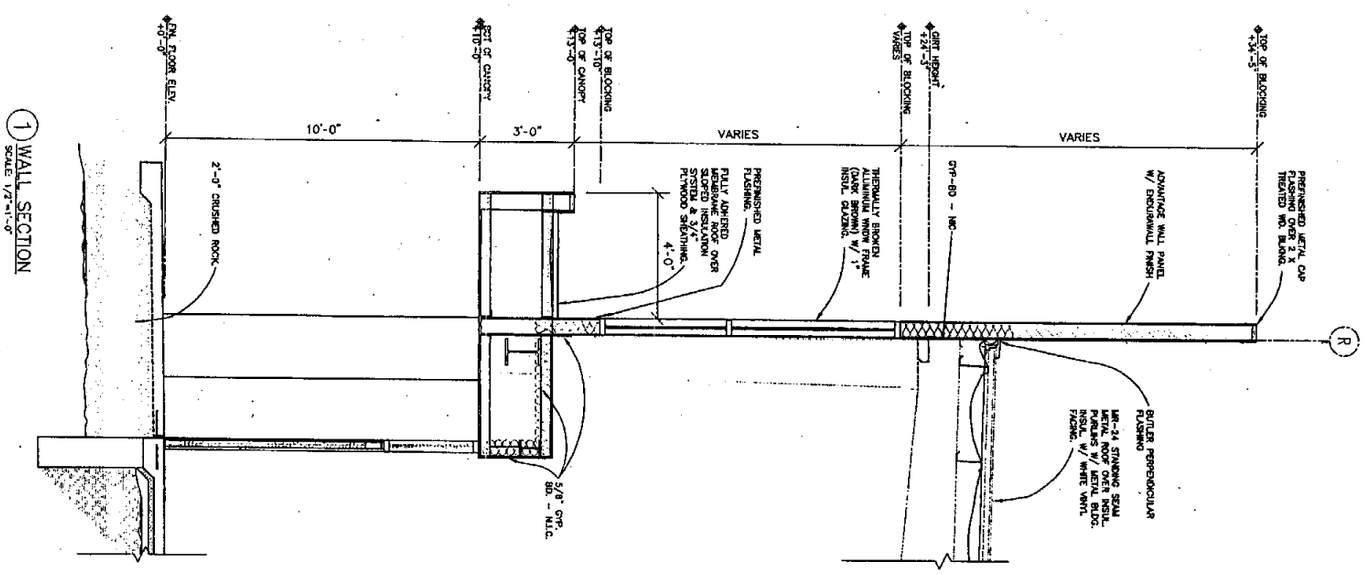

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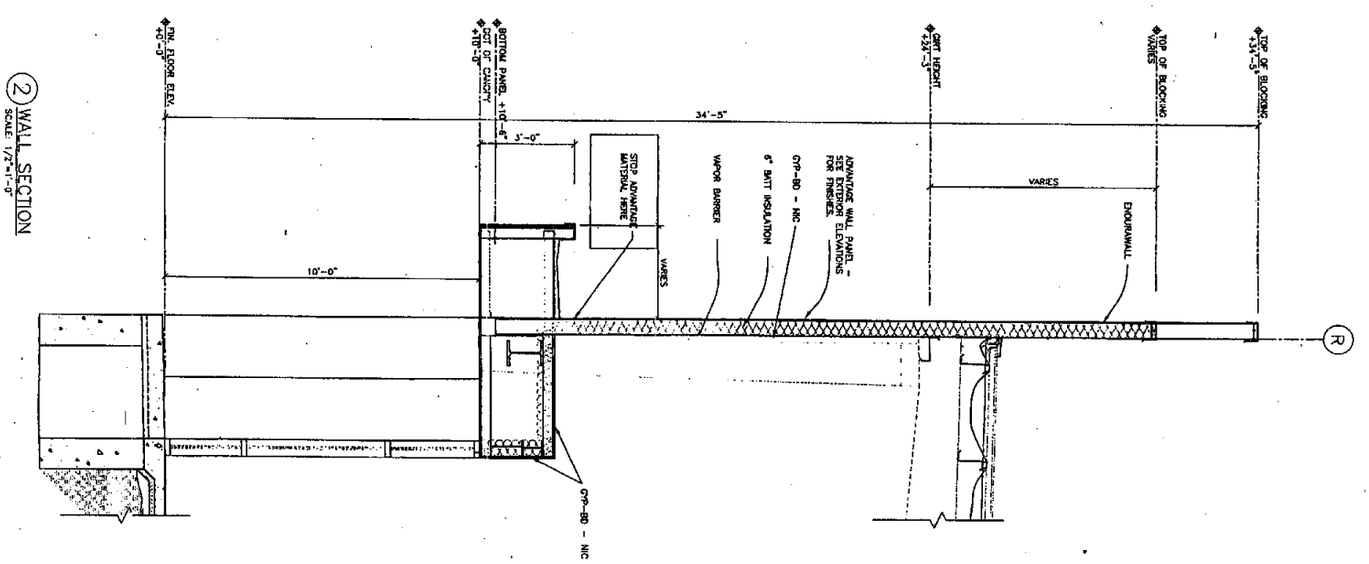
SCALE: 1/2"=1'-0"



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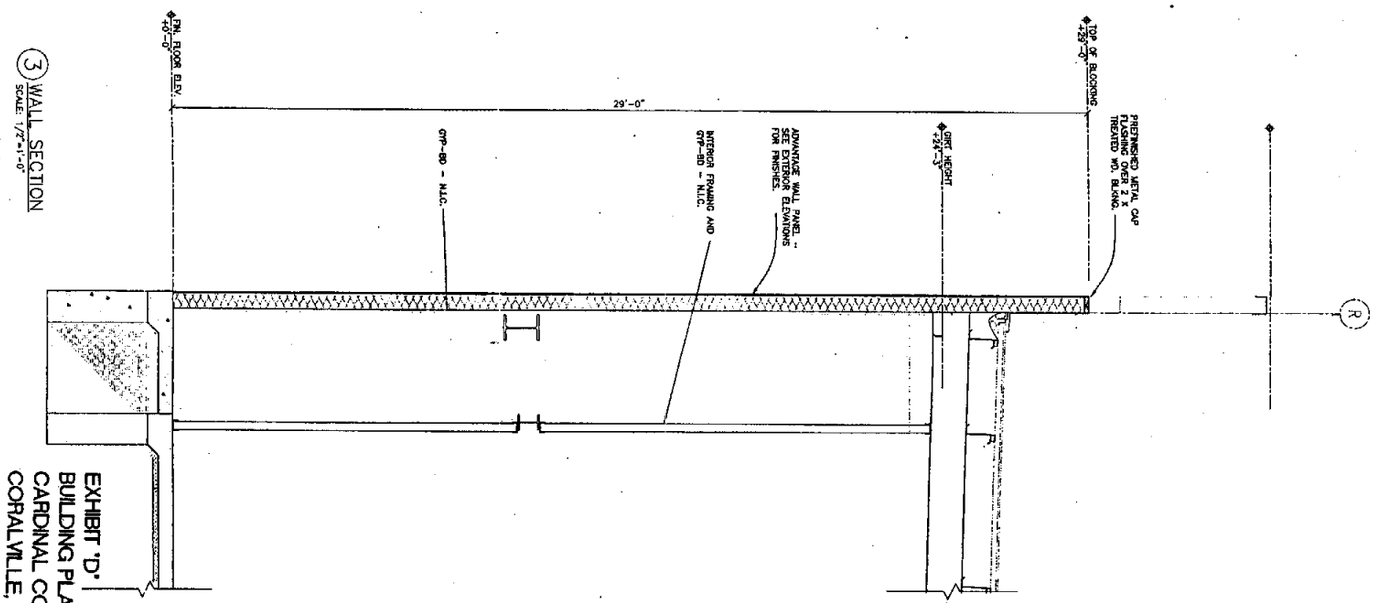

3 WALL SECTION
SCALE: 1/2"=1'-0"

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

DRAWING NUMBER
A06.3

SCALE: 1/2" = 1'-0"
JOB NUMBER: 575
CHECKED BY: TCH
DRAWN BY: BT/RLK
SUBMITTED:

WALL SECTIONS
CARDINAL INVESTMENTS

CORALVILLE, IOWA

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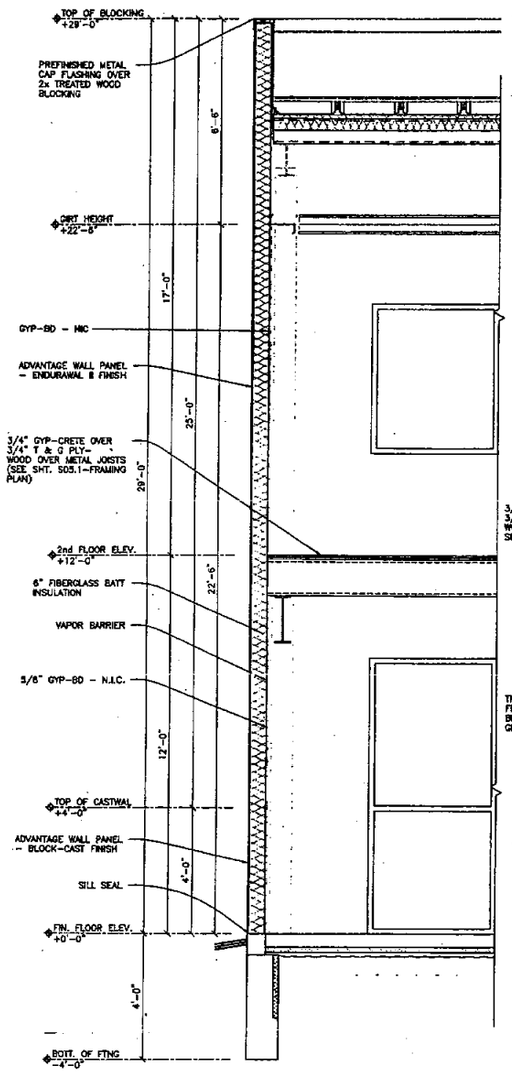
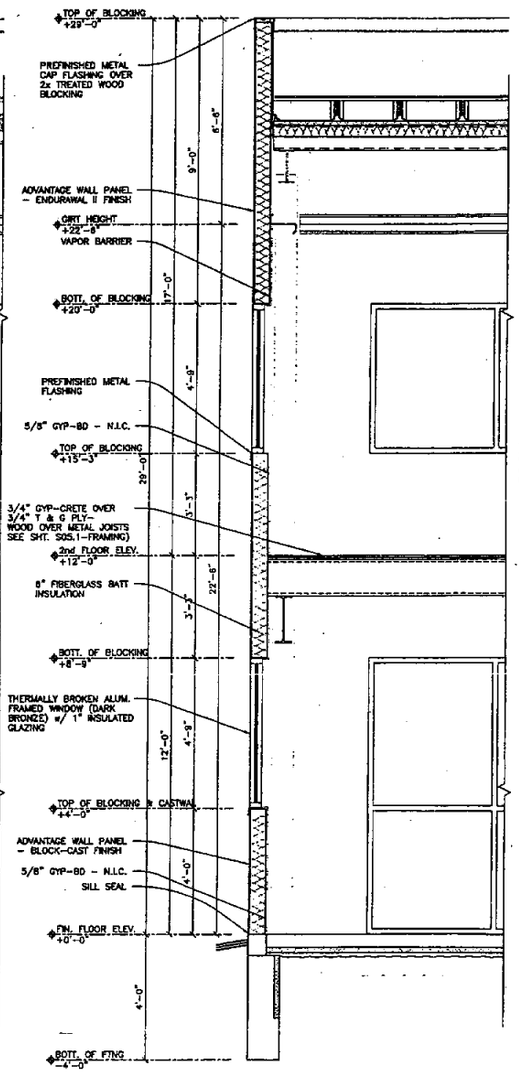
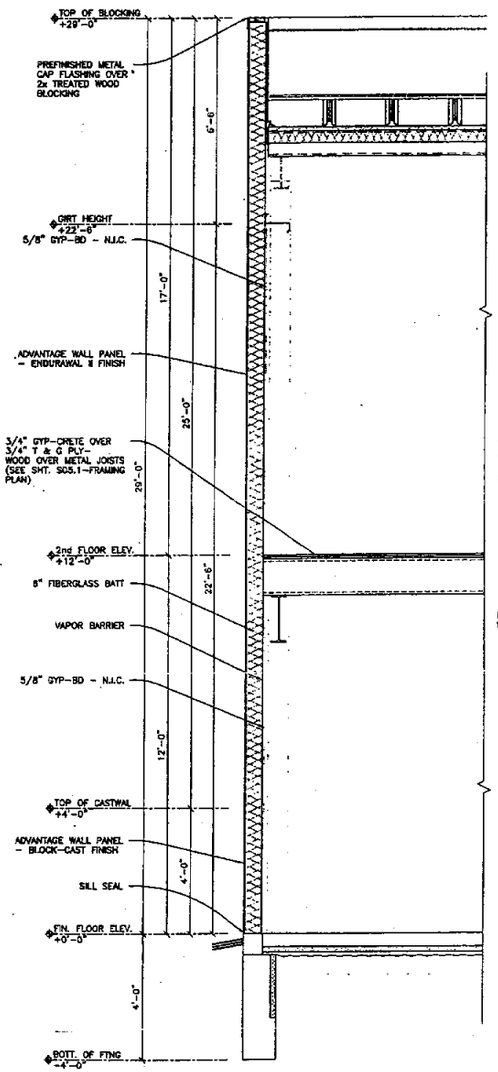
EXHIBIT 'D'
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA



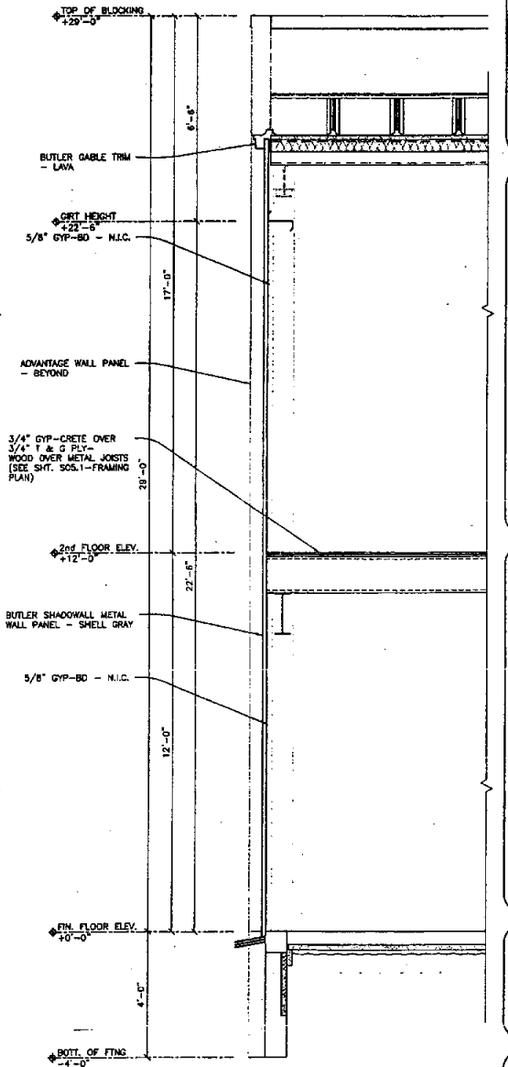
1 WALL SECTION
SCALE: 1/2" = 1'-0"



2 WALL SECTION
SCALE: 1/2" = 1'-0"



3 WALL SECTION
SCALE: 1/2" = 1'-0"



4 WALL SECTION
SCALE: 1/2" = 1'-0"

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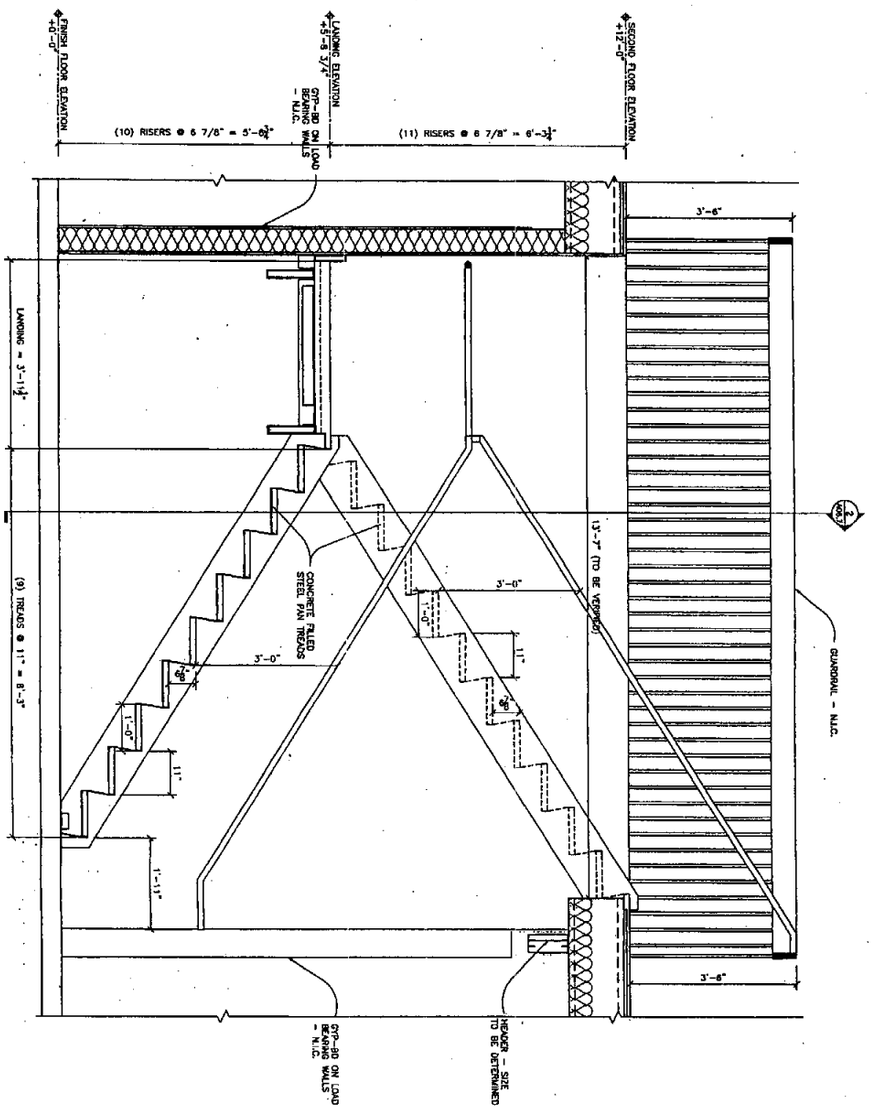
WALL SECTIONS
CARDINAL INVESTMENTS
CORALVILLE, IOWA

SCALE:	1/2" = 1'-0"
JOB NUMBER:	975
CHECKED BY:	PEN
DRAWN BY:	BJT
SUBMITTED:	

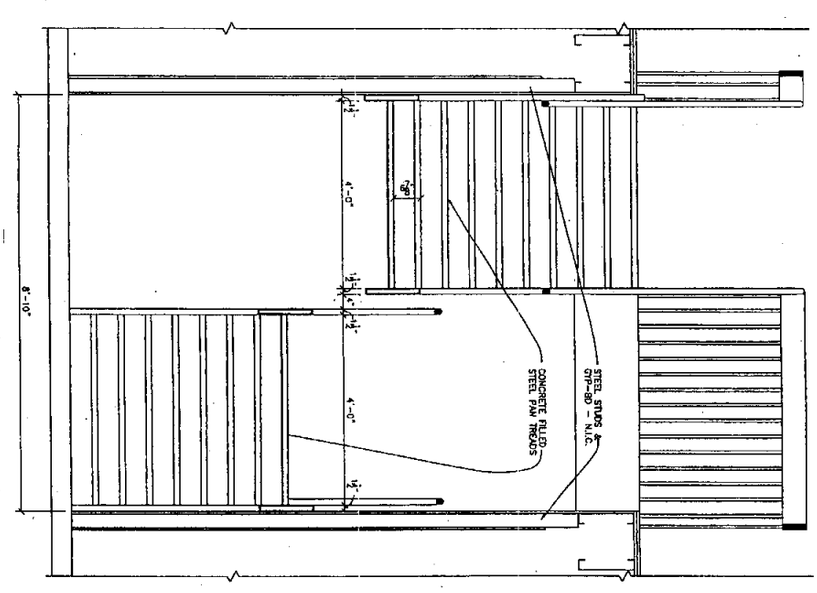
DRAWING NUMBER
A06.4

\WALLSECTIONS.dwg Fri Nov 12 13:46:46 1999

\ALLIANCE\A06.6-STAIR_SECTION.dwg Tue Nov 09 16:20:18 1999



1 STAIR SECTION
SCALE: 3/4" = 1'-0"



2 STAIR CROSS SECTION
SCALE: 3/4" = 1'-0"

EXHIBIT 'D'
BUILDING PLANS '2000 JAMES ST.'
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

DRAWING NUMBER
A06.6

SCALE: 3/4" = 1'-0"
JOB NUMBER: 975
DRAWN BY: BM
CHECKED BY: PSH
SUBMITTED:

STAIR SECTION
CARDINAL INVESTMENTS
CORALVILLE, IOWA

Abild
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CONSTRUCTION CO., INC.
3500 "J" Street S.W.
Cedar Rapids, IA 52405
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1-800-253-5789
Fax: (319) 365-9362

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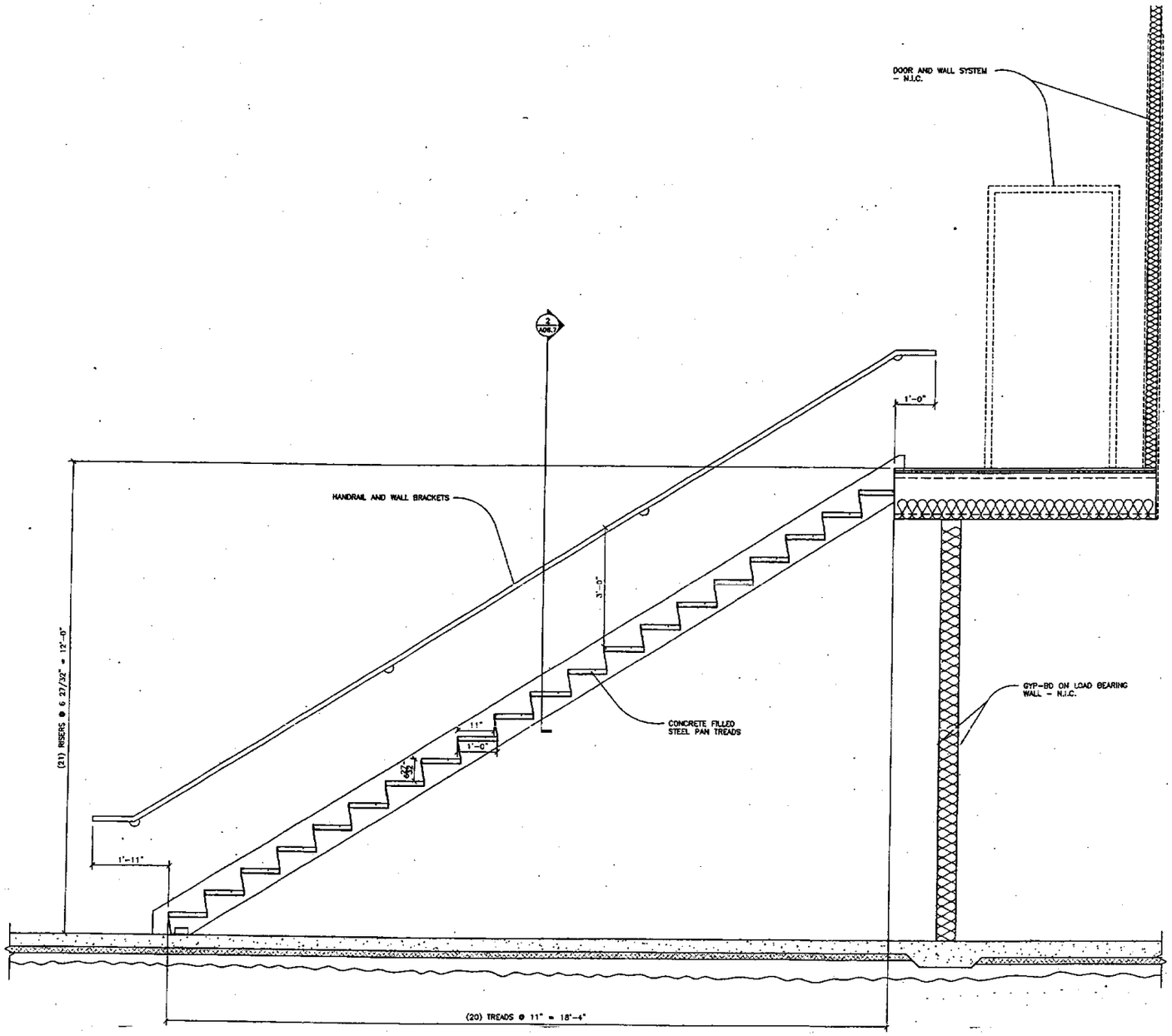
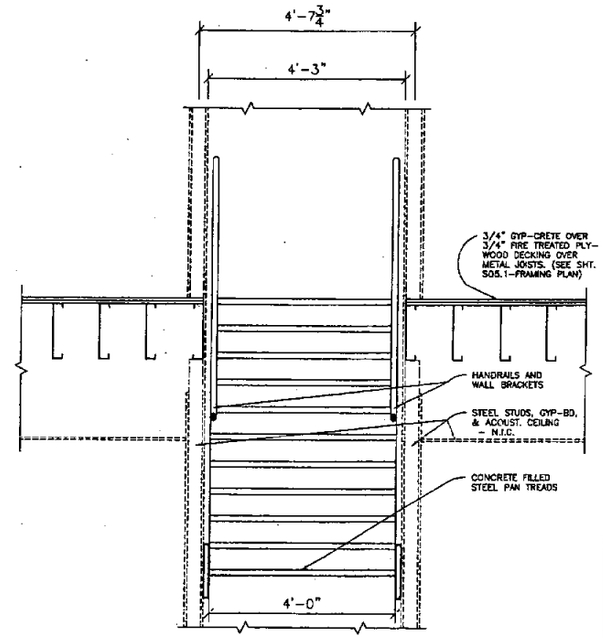


1 STAIR SECTION
SCALE: 3/4" = 1'-0"



2 STAIR CROSS SECTION
SCALE: 3/4" = 1'-0"

EXHIBIT "D"
BUILDING PLANS "2000 JAMES ST."
CARDINAL CONDOMINIUMS
CORALVILLE, IOWA

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STAIR SECTION
CARDINAL INVESTMENTS
CORALVILLE, IOWA

SCALE: 3/4" = 1'-0"
JOB NUMBER: 975
CHECKED BY: PEN
DRAWN BY: BJT
SUBMITTED:

DRAWING NUMBER
A06.7

© HALLINITED\A06.7-STAIR_SECTION.dwg Tue Nov 09 16:40:39 1999

EXHIBIT "C"

GENERAL BUILDING SPECIFICATIONS OF

BUILDING 1, CARDINAL CONDOMINIUMS

FOOTINGS AND FOUNDATION: Poured concrete with footings and bearings based upon the superimposed loads considering a soil bearing capacity of 2500 PSF. Interior pad footings are set at 0'8" below finish floor with perimeter piers for the support of steel columns poured to the floor line. All foundation false walls have a perimeter foundation insulation of 2" thick Styrofoam to a depth of 2'0" below finish grade.

FIRST FLOOR: 6" thick concrete with Worsbo heating system contained within the floor. Floor concrete slab has 17 lbs. Per cubic yard of steel fibers on 3" compacted granular fill with a 6 mil. vapor barrier. Stoops for doorways are 5" thick concrete reinforced with #3 bars on 24" of clean stone.

FRAMING LUMBER: Precraft 8" thick prestressed precast insulated concrete wall panels and 28 foot precast wall panels with 14" deep steel C-joist spaced 12" on center. The flooring will consist of ¾" Gypcrete placed on ¾" tongue and grove OSB decking.

SHEATHING: 7/16" OSB with stucco finish applied, steel scards and roof to have steel sheets with standing seams.

EXTERIOR WALLS: Exterior walls sheathed with ½" OSB behind siding and wrapped with Triple Three horizontal, with vinyl corners. Windows to be vinyl. Fascia and overhangs will be finished with aluminum to make the exterior virtually maintenance free.

WINDOWS: Aluminum fixed pane windows.

EXTERIOR DOORS: Steel insulated with or without glass.

INSULATION: Upper exterior walls with be R-19. Lower exterior walls to be R-19. R-15 insulation under roof with 3 ½" sound batts in party walls.

DRYWALL: 5/8" on all ceilings with 5/8" on all walls as per code. All surfaces to have primer coat with two coats latex paint applied. Interior doors and trim all to be steel framed doors with fire doors provided as per code.

INTERIOR DOORS AND TRIM: Interior doors and trim all to be steel framed doors with fire doors provided as per code.

EXHIBIT "E"

ARTICLES OF INCORPORATION

OF

CARDINAL CONDOMINIUMS OWNERS ASSOCIATION

I, the undersigned person, acting as incorporator of a corporation organized under the Iowa Nonprofit Corporation Act, Chapter 504A of the Iowa Code, as last amended, hereby adopt the following Articles of Incorporation for such corporation.

ARTICLE I.

Name and Principal Office

The corporation shall be known as Cardinal Condominiums Owner's Association and its principal offices shall be located in Johnson County, Iowa.

ARTICLE II.

Corporate Existence

The existence of the corporation shall commence upon the filing of these Articles of Incorporation and it shall have perpetual duration.

ARTICLE III.

Purposes and Powers

(A) The corporation is organized and shall operate for the purpose of owning, maintaining, controlling, and managing the common areas in the Cardinal Condominiums regime in Coralville, Johnson County, Iowa.

(B) The purposes of the corporation are exclusively not for private profit or gain and no part of its activities shall consist of carrying on political propaganda or otherwise attempting to influence legislation, and the corporation shall make no distribution of income to its members, directors, or officers.

(C) The corporation shall, additionally, have unlimited power to engage in, and to do any lawful act concerning any or all lawful business for which corporations may be organized under the Iowa Nonprofit Corporation Act.

ARTICLE IV.

Registered Office and Agent

The address of the initial registered office of the corporation is 1625 Red Oak Drive, Coralville, IA 52241, and the name of the registered agent at the above address is Henry C. Herwig.

ARTICLE V

Board of Directors

The number of directors constituting the initial Board of Directors of the corporation is two (2) and the name and address of the person who is to serve as the initial director is:

Name	Address
Gary W. Werle	1 Oak Park Lane NE Iowa City, IA 52240
Henry C. Herwig	1625 Red Oak Drive Coralville, IA 52241

The number of directors may be increased or decreased from time to time as permitted by the Bylaws of the corporation.

ARTICLE VI

Private Property Exempt

The private property of this corporation shall be exempt from corporate debts.

ARTICLE VII

No Seal

The corporation shall have no seal.

ARTICLE VIII.

Incorporator

The name and address of the incorporator is:

Gary W. Werle	1 Oak Park Lane NE Iowa City, IA 52240

DATED this 6 day of ~~September~~ October, 2003.

Gary W. Werle

Gary W. Werle, Incorporator

Subscribed and sworn to before me by the above-named Gary W. Werle, on this 6th day of ~~September~~ October, 2003.

Notary Public in and for the State of Iowa.

Kf17\r63a0106

KIRSTEN H FREY
Commission Number 180259
My Commission Expires
July 12, 2004

EXHIBIT "F"

BYLAWS OF

CARDINAL CONDOMINIUMS OWNER'S ASSOCIATION

These are the Bylaws of the Council of Co-Owners for Cardinal Condominiums Owner's Association, an Association organized for the purpose of administering Cardinal Condominiums, a horizontal property regime (condominium) established pursuant to Chapter 499B of the 1991 Code of Iowa, as amended, located on the following land in the City of Coralville, Johnson County, Iowa:

Lots 3 and 4, Coralville Industrial Park No. 2, Fourth Addition, Coralville, Iowa, according to the plat thereof recorded in Book 39, Page 4, Plat Records of Johnson County, Iowa.

I. MEMBERS AND VOTING RIGHTS

1. The owners of each condominium unit shall constitute the members of the Association and membership shall automatically cease upon termination of all interests which constitute a person an owner. Whenever only one spouse is a record titleholder, the other spouse shall be considered an owner for the purposes of membership, and shall be bound by the provisions of all condominium documents.

2. An owner of record shall be recognized as a member without further action for so long as he holds an ownership interest. If ownership is acquired but not of record, or if acquired other than by way of conveyance, or other formal instrument of transfer (such as by death, judicial act or dissolution), the person acquiring or succeeding to ownership shall present the Council of Co-Owners of the Association evidence satisfactory to it of facts evidencing lawful ownership status prior to exercise of any rights of membership in the Association. (Failure to provide such evidence shall not, however, relieve an owner of his ownership obligations). A fiduciary or other official acting in the representative capacity shall exercise all membership rights and privileges of the owner which he represents.

3. If more than one person is the owner of the same unit, all such owners 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 unit shall be cast by the person named for that purpose on a certificate signed by all such owners or fiduciaries or other officials and filed with the Council of Co-Owners and such person shall be deemed to hold an ownership interest to such for purposes of voting and determining the representation of such ownership interest at any

meeting or for purposes otherwise provided herein. If such certificate is not executed and filed with the Council of Co-Owners, such membership shall not be in good standing and the votes for that unit shall not be considered in considering a quorum or a vote or for any other purposes until this Bylaw is complied with.

4. Provided the owner is in good standing and all assessments have been paid, the owner of each unit shall be entitled to one vote on all matters to be determined by the members of the Association either as owners or as units or as contemplated by Chapter 499B of the Code of Iowa, as amended, pursuant to the Declaration, including any supplements or amendments thereto, submitting the property to the regime. Votes of a single unit may not be divided.

II. COUNCIL OF CO-OWNERS

1. The affairs of the Association shall be managed by the Council of Co-Owners (Council). The Council shall consist of all members of the Association. An officer or designated agent of a partnership or corporate member shall qualify to serve on the Council.

III. POWERS AND DUTIES OF THE COUNCIL OF CO-OWNERS

All of the powers and duties of the Association shall be exercised by the Council, including those existing under the common law and statutes, and the documents establishing the Condominium Regime. Such powers and duties of the Council shall be exercised in accordance with the provisions of the Declaration of Condominium which governs the use of the land, and in addition to those elsewhere provided, shall include but not be limited to the following:

1. The enforcement by legal means of the provisions of the Horizontal Property Regime, the Articles and Bylaws of the Association, Declaration, and the regulations for the use of the property in the Regime; and to take legal action in the name of the Association and on behalf of its members.

2. To carry insurance on the property committed to the Regime and insurance for the protection of unit owners, and occupants and the Association, if authorized by the members.

3. To conduct all votes or determinations of the members other than at a membership meeting.

4. To do such other acts as are necessary and proper to effect the purpose of the Regime as stated in the Declaration and these Bylaws provided such acts are not otherwise prohibited.

IV. OFFICERS

1. The officers of the Association shall be the President, a Vice President, and a Treasurer and Secretary which offices shall be filled by one person, all such officers shall be elected bi-annually by the Council from the members of the Association. Each officer shall have the powers and duties usually vested in such office, and such authority as is committed to the office by the Bylaws or by specific grant from the Council, but subject at all times to the provisions of the Bylaws and to the control of the Council.

2. The President shall be the chief executive officer of the Association. He shall preside at all meetings of the Council and shall have power to appoint committees from among the members to assist in the conduct of the affairs of the Association and the Regime.

3. The Vice President shall preside over the Council 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 Council.

4. The Secretary and Treasurer, which shall constitute one office, shall keep the minutes of all proceedings of Council meetings and shall have custody and control of the Minute Book of the Association and shall keep or be in charge and control of the records of the Association and additionally as Treasurer have control of the funds and other property of the Association and shall keep the financial books and records thereof.

5. Any instrument affecting an interest in real property may be executed by the President or Vice President and one other officer upon authorization of the Council or in such manner as the Council may otherwise direct.

V. AMENDMENT

1. These Bylaws may be amended, altered, repealed or new Bylaws adopted by the members at a regular or special meeting of the members upon the affirmative vote of seventy-five percent (75%) of all votes entitled to be cast; provided, however, no amendment effecting a substantial change in these Bylaws shall affect the rights of the holder of any mortgage recorded prior to recordation of such amendment who does not join in the execution thereof and who does not approve said amendment in writing.

2. To the extent provided by Section 499B.14 of the Code of Iowa, as amended, no modification nor amendment to these Bylaws shall be effective unless set forth in an amendment to the Declaration of Condominium, executed and recorded in the manner set forth in the Declaration and an amendment to these Bylaws shall constitute an amendment to the Declaration as provided for by law. Upon such recording said amendment shall be effective against all persons having an interest in a unit or the Regime regardless of whether said person had such interest at the time said amendment was adopted.

VI. MISCELLANEOUS PROVISIONS

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

2. The Association shall not have and employ a corporate seal.

3. The Association shall promulgate such Rules and Regulations as it deems to be in the best interests of all owners within the Regime.

4. Each member shall have the obligations as such member as are imposed on him by the regime documents as an owner, and no member shall have any power or authority to incur a mechanic's lien or other lien effective against the regime property except as the same may attach only against his interest therein.

5. The Council may, in its discretion, issue written evidence of membership, but the same shall be evidence thereof only and in no manner shall be transferable 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 appurtenant to such assignment, hypothecation or transfer of the unit.

6. No provision or restriction otherwise void by reason of application of the Rule Against Perpetuities or Section 558.68 of the Code of Iowa, as amended, shall continue for a period longer than the life of the last to survive of the owners or present officers of the Declarant, and their children in being, at the time of the initial recording of the Declaration of Condominium and twenty-one years thereafter.

7. Each owner or lessee of his unit, as applicable, shall have a right to use and enjoy the limited common elements appurtenant to such unit provided that such use shall be limited to the uses permitted by the Declaration of Condominium and other governing documents of the Regime and subject to the rules of such use adopted by the Board.

VII. MEMBERS' MEETINGS

1. Meetings of the members of the association may be called for any purpose by a unit owner.

2. Written or printed notice stating the place, day and hour of the meeting and the purpose for which said meeting is called, shall be delivered not less than 5 or more than 60 days before the date of the meeting, either personally or by mail, by or at the direction of any officer or any unit owner. If mailed, such notice shall be deemed to be delivered when deposited in the United States mail, addressed to the member at his or her last known address. This notice requirement may be waived, in writing, by a unit owner representing each unit.

3. A quorum at a members' meeting shall consist of a representative, either in person or by proxy, representing a majority of the unit owners.

4. Annual meetings will be held on the second Wednesday in November each year.

VIII. DEFINITIONS

Unless the context otherwise requires, the terms used herein shall have the meanings stated in the Horizontal Property Act, and as follows:

1. Person. The term "person" shall include an individual, a corporation, or other legal entity or its representative.

2. Owner. The term "owner" for purposes of these Bylaws shall mean any person who owns or holds for himself an interest in one or more units subject to the Regime provided that the holder of a leasehold interest in a unit shall not be an owner and further provided that the holder of an equitable interest shall be an owner.

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

CARDINAL INVESMENTS, L.L.C.

BY: _____
Henry C. Herwig, Manager

BY: _____
Gary W. Werle, Manager

STATE OF IOWA)
) SS:
JOHNSON COUNTY)

On this 10th day of ~~September~~ October, 2003, before me, a Notary Public in and for said county, personally appeared Henry C. Herwig and Gary W. Werle, to me personally known, who being by me duly sworn did say that they are the Managers of said limited liability company, that no seal has been procured by the said limited liability company and that said instrument was signed by Henry C. Herwig and Gary W. Werle on behalf of said limited liability company by authority of its managers ~~and the said~~ _____ acknowledged the execution of said instrument to be the voluntary act and deed of said limited liability company by it voluntarily executed.

Notary Public in and for the
State of Iowa.

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Fee Amt: $91.00 Page 1 of 17
Johnson County Iowa
Kimberly A. Painter County Recorder
BK3644 PG593-609

EXHIBIT "G"

ENGINEER'S CERTIFICATE

STATE OF IOWA)
) ss:
JOHNSON COUNTY)

I, Christopher M. Stephan, being duly sworn on oath do depose and state the following:

1. That I am a Professional Engineer authorized and licensed to practice my profession in the State of Iowa.

2. That I have examined the building plans attached hereto as Exhibit "C" to the Declaration of Submission of Property to Horizontal Property Regime for Cardinal Condominiums.

3. I hereby certify that I have verified by non-destructive field observations that the above referenced Building Plans diagrammatically represent the Building (2000 James Street) of Cardinal Condominiums, Units 101A through 219 located therein, and the common elements that the Declarant has now constructed on the land shown on the Site Plan attached to said Declaration of Condominium, as Exhibit "B", insofar as reasonably possible due to expected carpentry tolerances, except for the following:

   a. Sheet RA01.1, FIRST LEVEL FLOOR PLAN:

      1) The stairs on the North side of grid line "J" in Units 101A and 119A have been constructed on the South side of grid line "J", in lieu of the location shown on the referenced Building Plans. The rough-in bathrooms remain on the South side of grid line "J".

   b. Sheet A01.2, FIRST LEVEL ENLARGED PLAN:

      1) ENLARGED RESTROOM PLAN "4" and "5":

         a) The stairs leading to the Second Floor Level were constructed on the South side of the columns along grid line "J" (shown as "R" in these details). The rough in for the restrooms remain on the north side of grid line "J".

   c. Sheet A02.1, SECOND LEVEL FLOOR PLAN:

      1) The stairs on the North side of grid line "J" in Units 201 and 219 have been constructed on the South side of grid line "J", in lieu of the location shown on the referenced Building Plans.

d. Sheet A03.1, EXTERIOR ELEVATIONS:

1) The "I", 4'-0" x 3'-0" hopper window-operable" windows shown on the EAST ELEVATION and WEST ELEVATION were not constructed as shown on the referenced Building Plans.

4. The Building (2000 James Street), Units 101A through 219, and the common elements of the project are diagrammatically shown on the above referenced and attached Buiding Plans, and when used in conjunction with said Site Plan, accurately reflects said Building and Units, as constructed, subject to expected carpentry tolerance.

Christopher M. Stephan
Iowa License Number 7059
My biennial license renewal date is December 31, 2004.

Subscribed and sworn to before me by the said Christopher M. Stephan, on this 22nd day of September, 2003.

Jennifer L. Vang
Notary Public in and for the State of Iowa.

NOTARIAL SEAL IOWA
JENNIFER L. VANG
Commission Number 712198
My Commission Expires
August 24, 2004

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